

STATE OF TEXAS §

COUNTY OF CAMERON §

Permit No. _____

PERMIT

HARLINGEN IRRIGATION DISTRICT, CAMERON COUNTY NO. 1 (hereinafter called "GRANTOR"), for and in consideration of the receipt of fees and other agreements contained herein, does hereby grant a PERMIT unto _____ (PERMITTEE) having its principal office at, _____ (hereinafter called "PERMITEE") allowing PERMITTEE to enter upon and construct, operate, maintain, repair, replace and remove, the following (As shown on Exhibit(s) hereto attached):

along, upon and across properties of the GRANTOR as described on Exhibit(s) attached hereto together with the right and privilege to go upon said premises unto PERMITTEE, its agents, employees and representatives for the purpose of any improvements, modifications or repairs which PERMITTEE deems necessary.

PERMITTEE, by the acceptance hereof, agrees to exercise its rights under this Permit so that there are no interruptions of water deliveries by GRANTOR to its customers, unless GRANTOR and PERMITTEE reach a written agreement modifying this provision.

PERMITTEE shall have the right, upon GRANTOR'S approval, to cut and keep clear all trees, undergrowth and other obstructions on and over said permitted area that may interfere with the use of this Permit.

This Permit grants rights restricted to the purposes mentioned above and does not include any other use by PERMITTEE or any assignees or successors to PERMITTEE than as described above, including, but not limited to, any appurtenant utilities, transmission lines or any other facilities which are not essential to the rights granted by this Permit.

GRANTOR reserves the right to fully use and enjoy the premises subject to this Permit.

GRANTOR shall not be liable or responsible for, and shall be saved and held harmless by PERMITTEE, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, personal or real, arising out of or attributed, directly or indirectly, to the operations of PERMITTEE under the Permit. PERMITTEE shall be responsible for any and all damage and disruption to GRANTOR and its facilities attributable to PERMITTEE's activity in the permitted area. This obligation shall survive the expiration of this Permit.

PERMITTEE agrees to reimburse GRANTOR any expenses incurred by GRANTOR relating to cost of supervision of any project or work by PERMITTEE hereunder, and other reasonable out-of-pocket expenses incurred by GRANTOR in connection with the granting and supervision of this Permit.

This Permit shall expire and terminate 365 calendar days following cessation of use of the premises by PERMITTEE for the purposes provided for herein. Otherwise, this Permit shall expire forty (40) years following the effective date of this Permit. This Permit shall be terminated if GRANTOR determines that PERMITTEE's activity in the permitted area has caused damage or disruption to GRANTOR or its facilities that have not been remedied in a reasonably prompt manner. Upon expiration of this Permit, GRANTOR has the right to remove any facilities installed under this Permit, and to assess the cost of said removal against PERMITTEE.

This Permit shall become effective: Date:_____

GRANTOR:
HARLINGEN IRRIGATION DISTRICT
CAMERON COUNTY NO. 1

By: _____
Thomas E. McLemore
Its: General Manager

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF CAMERON §

This instrument was acknowledged before me on this _____ day of _____, by _____, to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas

ACCEPTED:

By: _____
Its: Owner/Developer

STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF CAMERON §

This instrument was acknowledged before me on this _____ day of _____, by _____, to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas