

SIERRA TITLE INSURANCE GUARANTY COMPANY, INC.

SCHEDULE A

Effective Date: September 20, 2023

GF No.: 2023-1848

Commitment No. 2023-1848, issued September 28, 2023, 08:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$0.00
PROPOSED INSURED: To Be Determined

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:
PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:
PROPOSED INSURED:
Proposed Borrower:

- f. OTHER

Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

Sumner Family Partnership, Ltd

SCHEDULE A

(Continued)

4. Legal description of land:

All of Block 401 of the E.S. Hunt et al Subdivision of Share 31 and other shares, Espiritu Santo Grant, Cameron County, Texas; Said Block containing 100.6 acres of land more or less. Save and Except that portion of land as described in the Declaration of Taking styled United States of America vs. Sumner Family Partnership, LTD etal, recorded in Volume 15932, Page 81, Official Records, Cameron County, Texas and in Amendment to Declaration of Taking recorded in Volume 17586, Page 198, Official Records, Cameron County, Texas.

Note: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of Item two [2] of Schedule "B" hereof.

SCHEDULE B

Commitment No.: 2023-1848

GF No.: 2023-1848

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below:~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

SCHEDULE B

(Continued)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
 - a. Rights of Parties in Possession. (APPLIES TO OWNER'S POLICY ONLY)
 - b. Mineral interest, together with all rights relative thereto, express or implied, as described in that certain instrument executed by Winsted Corporation to Southland life Insurance Company, dated November 20, 1944, filed for record in the Office of the County Clerk of Cameron County, Texas in Volume 7, Page 171, Oil and Gas Lease Records Cameron County, Texas, reference to which instrument is made for all intents and purposes. Title to said interest not checked subsequent to the date of the aforesaid instrument.
 - c. Mineral interest, together with all rights relative thereto, express or implied, as described in that certain instrument executed by Southland Life Insurance Company to C. J. Delespine and wife, Imogene Delespine, dated April 5, 1943, filed for record in the Office of the County Clerk of Cameron County, Texas in Volume 325, Page 103, Deed Records, Cameron County, Texas, reference to which instrument is made for all intents and purposes. Title to said interest not checked subsequent to the date of the aforesaid instrument.
 - d. Mineral interest, together with all rights relative thereto, express or implied, as described in that certain instrument executed by Jessie Ida Rusteberg, Individually and as Independent Executrix of the Estate of Fred H. Rusteberg, Jr., to Laverne Sumner and wife, Thelma Mae Sumner, dated April 1, 1969, filed for record in the Office of the County Clerk of Cameron County, Texas in Volume 870, Page 63, Deed Records, Cameron County, Texas, reference to which instrument is made for all intents and purposes. Title to said interest not checked subsequent to the date of the aforesaid instrument.
 - e. Easements, rights, rules and regulations in favor of Cameron County Drainage District No. 1.
 - f. Easement granted to County of Cameron, Texas, by Winsted Corporation, dated August 11, 1943, filed for record in the Office of the County Clerk of Cameron County, Texas in Volume 326, Page 50, Deed Records, Cameron County, Texas.
 - g. Easement granted to County of Cameron, Texas, by Fred Rusteberg, Jr. and wife, Jesse Rusteberg, dated August 5, 1943, filed for record in the Office of the County Clerk of Cameron County, Texas in Volume 326, Page 52, Deed Records, Cameron County, Texas.
 - h. Easement granted to United States of America, by Cameron County, Texas, dated August 19, 1943 [ack], filed for record in the Office of the County Clerk of Cameron County, Texas in Volume 326, Page 53, Deed Records, Cameron County, Texas.
 - i. Easement granted to Fred Rusteberg, Jr., by Pearl T. Singer, dated September 22, 1959, filed for record in the Office of the County Clerk of Cameron County, Texas in Volume 682, Page 157, Deed Records, Cameron County, Texas.
 - j. Easement granted to Fred Rusteberg, Jr., by Pearl T. Singer, dated September 22, 1959, filed for record in the Office of the County Clerk of Cameron County, Texas in Volume 682, Page 159, Deed Records, Cameron County, Texas.

SCHEDULE B

(Continued)

- k. Utility Easement granted to Brownsville Public Utilities Board of the City of Brownsville, by Sumner Family Partnership, Ltd., dated October 31, 2003, filed for record in the Office of the County Clerk of Cameron County, Texas in Volume 9608, Page 79, Official Records, Cameron County, Texas.
- l. Easement for Right of Way granted to AEP Texas Central Company, a Texas Corporation, by The Secretary of the Department of Homeland Security, dated October 4, 2011, filed for record in the Office of the County Clerk of Cameron County, Texas in Volume 18117, Page 47, Official Records, Cameron County, Texas.
- m. Right of Way Easement granted to Cameron County, by Fred Rusteberg, Jr., dated August 16, 1946, filed for record in the Office of the County Clerk of Cameron County, Texas in Volume 396, Page 459, Deed Records, Cameron County, Texas.
- n. Right of Way Easement granted to Cameron County, by Fred Rusteberg, Jr. and wife, Jessie C. Rusteberg, dated October 2, 1951, filed for record in the Office of the County Clerk of Cameron County, Texas in Volume 524, Page 276, Deed Records, Cameron County, Texas.
- o. Right of Way Easement granted to El Jardin Water Supply, by Brownsville P.U.B., dated May 4, 2006, filed for record in the Office of the County Clerk of Cameron County, Texas in Volume 13669, Page 233, Official Records, Cameron County, Texas.
- p. Order Granting Petitions of Landowners for Inclusion in the Brownsville Irrigation District dated July 8, 2011, recorded in Volume 17829, Page 216, Official Records, Cameron County, Texas.
- q. Conveyance of Water Rights dated July 14, 2011 from Sumner Family Partnership, Ltd. to Brownsville Irrigation District, recorded in Volume 18608, Page 230, Official Records, Cameron County, Texas.
- r. Easements or claims of easements which are not a part of the public record.
- s. Prescriptive rights for roads, public or private, ditches, canals and/or utilities which are not a part of the public record, but visible from an inspection of the proposed insured land(s) or revealed by a proper survey.
- t. Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.
- u. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
(Note: Upon receipt of a survey acceptable to Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)

SCHEDULE C

Commitment No.: 2023-1848

GF No.: 2023-1848

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. With respect to Sumner Family Partnership, a limited partnership, the Title Company will require:
 - a) A copy of the Limited Partnership Agreement, together with all amendments thereto, if any, to determine the authority of the party(ies) to act on behalf of the limited partnership.
 - b) Satisfactory evidence that the Certificate of Limited Partnership or the Statement of Foreign Qualifications of a Foreign Limited Partnership has been filed with the office of the Secretary of State to verify that the limited partnership has qualified as such and to identify all of the general partners.
6. Subject to checking Buyer(s) name.
7. Title Company reserves the right to revise any proposed insuring provision herein or make additional requirements upon its review of any additional documentation or information, including but not limited to a qualified approved survey.
8. The Earnest Money Contract you entered into to purchase the land, may provide that the standard title policy contains an exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements, and that Parties, at Parties expense, may have the exception amended to read, shortages in area, thereby giving you coverage for those matters. The Texas Title Insurance Information portion of the Commitment for Title Insurance advises that an Owner's Policy will insure against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping improvements if an additional premium for the coverage. Any Owner's Policy issued in connection with the closing of the proposed transaction will contain this coverage and an additional premium will be charged unless on or before the date of closing the Company is advised in writing that this coverage is rejected.

SCHEDULE C

(Continued)

9. Beginning January 1, 2004, all deeds, mortgages, and deeds of trust must include the following Notice on the front of the documents:
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

10. In accordance with Procedural Rule P-30 (Guaranty Assessment Recoupment Charge), a Policy Guaranty Fee of \$2.00 for each Owner's Policy and Loan Policy issued must be collected at time of closing and remitted by the Title Company on all transactions closed on or after May 1, 2019. The Policy Guaranty Fee will be disclosed on the Closing Disclosure and/or the Texas Disclosure Form (Form T-64) as appropriate.

SCHEDULE D

Commitment No.: 2023-1848

GF No.: 2023-1848

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

- A-1. The following individuals are Directors and/or Officers of **SIERRA TITLE INSURANCE GUARANTY COMPANY, INC.:**

DIRECTORS

John Robert King
Elizabeth King
John C. DeLoach
Peter Murphy
Jordan R. King
William D. Moschel
Neel Fulghum III

OFFICERS

John Robert King	President
Elizabeth King	Vice President/Secretary
John C. DeLoach	Chief Underwriting Officer
Jordan King	Treasurer

- A-2. The following individuals and entities are shareholders owning or controlling, directly or indirectly, ten percent (10%) or more of the shares of **SIERRA TITLE INSURANCE GUARANTY COMPANY, INC.**

John R. and Elizabeth King; Sierra Title Company, Inc.; Sierra Title of Hidalgo County, Inc.; Sierra Title Company of Cameron, Willacy & Kenedy Counties, Inc.

- A-3. Individuals, firms, partnerships, associations, corporations, trusts or other entities owning ten percent (10%) or more of those entities referred to in item no. A-2 herein above as of the last day of the year preceding the date hereinabove set forth are as follows:

John King; Elizabeth King; W. D. Moschel; James M. Moffitt.

2. As to Sierra Title Company of Cameron, Willacy & Kenedy Counties, Inc. (Title Insurance Agent), the following disclosures are made:

- B-1. Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows:

John and Elizabeth King	Connie De La Garza	Estate of Bob and Bea Blaylock
Faith Realty	Virginia Cherrington	Robin Moore
Cameron County Tax Service	Robert Field	Estate of Tom Mason
Edwin Neel Fulghum, III	Homer and Gladys Hopkins	Estate of David Windham
W.D. Moschell, Trustee	Qualified Intermediary, Inc.	

- B-2. Shareholders, owners, partners, or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent are as follows:

John and Elizabeth King

- B-3. If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Conrado De La Garza	Steve Robinson	John King
Dottie Rich	Elizabeth King	
Neel Fulghum, III	William D. Moschel	

- B-4. If Title Insurance Agent is a corporation, the following is a list of its officers:

SCHEDULE D
(Continued)

John King	C.E.O.	Victoria Trevino	Vice President, Operations
Neel Fulghum, III	President		
Elizabeth King	Secretary		

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Total **\$ 0.00**

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
%		Services Rendered

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

#15822
MINERAL DEED
WINSTED CORPORATION

THE STATE OF TEXAS |
COUNTY OF DALLAS |

TO

SOUTHLAND LIFE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the WINSTED CORPORATION, of the County of Dallas, State of Texas, for and in consideration of the sum of One and no/100 (\$1.00) Dollars, and other good and valuable consideration, to it in hand paid by the SOUTHLAND LIFE INSURANCE COMPANY, of Dallas, Texas, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the SOUTHLAND LIFE INSURANCE COMPANY, a Corporation, of the County of Dallas, State of Texas, an undivided one-sixteenth (1/16th) non-participating interest in and to all of the oil, gas and other minerals in and under, and that may be produced from, the following described tract of land, situated in the County of Cameron State of Texas, to-wit:

BEING all of Block No. 401, containing 100.6 acres of land, according to the map or plat of said property recorded in Book 1, pages 26-27 of the Plat or Map Records of Cameron County, Texas; said property being out of the E. S. Hunt et al Subdivision of Share 31 of the Espiritu Santo Grant in said Cameron County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the

rights and appurtenances thereto in any wise belonging unto the said SOUTHLAND LIFE INSURANCE COMPANY, its successors and assigns forever; and the WINSTED CORPORATION does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said SOUTHLAND LIFE INSURANCE COMPANY, its successors and assigns, against every person whomsoever lawfully claiming, or to claim, the same, or any part thereof.

EXECUTED at Dallas, Texas, this 20 day of November A. D. 1944.

ATTEST: (Seal)

WINSTED CORPORATION

S. C. Hurst, Secretary.

By W. F. Watt, President

THE STATE OF TEXAS |

COUNTY OF DALLAS |

BEFORE ME, the undersigned authority, a Notary Public in and for Dallas County, Texas, on this day personally appeared W. F. WATT President of WINSTED CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of WINSTED CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20 day of November 1944

(L. S.)

Twilight Dalton, Notary Public,
Dallas County, Texas.

Filed for record at 12:10 o'clock P. M. Dec. 1, 1944 and duly recorded at 10:05 o'clock A. M. Jan. 6, 1945 H. D. Seago County Clerk, Cameron County, Texas By Isabel Lopez Deputy

E-----T

#4421
WARRANTY DEED V/L
SOUTHLAND LIFE INSURANCE
COMPANY

325/103
DR

TO
C. J. DELESPINE ET. UX

THE STATE OF TEXAS |
COUNTY OF BEKAR |

KNOW ALL MEN BY THESE PRESENTS: That SOUTHLAND LIFE INSURANCE COMPANY a corporation of the County of Dallas, State of Texas, for and in consideration of the sum of Six Thousand and no/100 (\$6,000.00) Dollars to it in hand paid, and secured to be paid, by C. J. Delespine and wife, Imogene Delespine as follows, to wit: (1) the sum of Six Hundred and No/100 (\$600.00) Dollars, cash in hand paid, the receipt whereof is hereby acknowledged; (2) the execution and delivery by the said C. J. Delespine and wife Imogene Delespine of their promissory note of even date herewith in the principal sum of Five Thousand Four Hundred and no/100 (\$5,400.00) Dollars, payable to the order of Southland Life Insurance Company, bearing interest at the rate of six (6%) per cent per annum, payable semi-annually as it accrues the principal being repayable in ten equal annual installments of Five Hundred Forty and no/100 (\$540.00) Dollars each, the first due on or before one year after date, and

a like installment due on or before a like date in each and every succeeding year thereafter until said note shall have been fully paid; said note contains the usual and customary clauses, stipulating penalty interest, accelerated maturity, and attorney's fees, and is further described in and secured by a deed of trust of even date herewith from C. J. Delespine and wife, Imogene Delespine to W. Ray Montgomery, Trustees:

has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto the said C. J. Delespine and wife Imogene Delespine of the County of Bexar State of Texas all that certain real estate located in Cameron County, Texas and described as follows, to wit: BEING all of Block No. 401, containing 100.6 acres of land more or less, according to the map or plat of said property recorded in Book 1, pages 26-27 of the Plat or Map Records of Cameron County, Texas; said property being out of the E. S. Hunt et al, Subdivision of Share 31 of the Espiritu Santo Grant in said Cameron County, Texas.

(There is excepted herefrom and not conveyed hereby an undivided, non-participating one-sixteenth (1/16) interest in the oil, gas and minerals in, on, and under the aforesaid realty, which has heretofore been conveyed by Southland Life Insurance Company to Winsted Corporation.)

(Said land being under an agricultural lease expiring August 31, 1943, all rights of the Grantor in and to said lease are hereby assigned to the Grantees.)

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said C. J. Delespine and wife, Imogene Delespine, their heirs and assigns, forever, and it does hereby bind itself, its successors, to Warrant and Forever Defend all and singular the said premises unto the said C. J. Delespine and wife, Imogene Delespine, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described purchase money indebtedness and all interest thereon is fully paid, according to the terms thereof above set out, when this deed shall become absolute.

Grantees assume the payment of all taxes against said realty for the year 1943.

Executed This April 5, 1943.

(Seal)

Attest: W. L. Bondler

A. Secretary

(1-\$5.00 -1-\$1.00 -1-50¢ & 1-10¢ Doc. Rev. Stamps)
(Duly Cancelled)

THE STATE OF TEXAS |
COUNTY OF DALLAS |

BEFORE ME the undersigned authority, on this day personally appeared W. C. McCord known to me to be a President of Southland Life Insurance Company a corporation and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged the same to be the corporate act and deed of said corporation, executed by him in the capacity therein stated, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this April 5, 1943.

(L. S.)

Lita Mitchell

Notary Public Dallas County, Texas.

Filed for record at 9:50 o'clock a. m. April 27, 1943 and duly recorded at 11:50 o'clock a. m. May 7, 1943. H. D. SEAGO COUNTY CLERK. By Isabel Lopez, Deputy.

Isabel Lopez

RECORDS

5057

VOL 870 PAGE 63

THE STATE OF TEXAS
COUNTY OF CAMERON

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Jessie Ida Rusteberg, a widow, of Cameron County, Texas, individually and as Independent Executrix of the Estate of Fred H. Rusteberg, Jr., Deceased, for and in consideration of the sum of TEN AND NO/100ths (\$10.00) DOLLARS, and other good and valuable consideration to me in hand paid by the Grantees hereinafter named; and the further consideration of the execution and delivery to me of their one certain promissory vendor's lien note, of even date herewith, executed by the Grantees herein and payable to the order of the Grantor herein, in the sum of FORTY EIGHT THOUSAND AND NO/100ths (\$48,000.00) DOLLARS, with interest thereon at the rate of seven (7%) per cent. per annum, interest payable at the same time as the principal installments are due: the principal being payable in five (5) consecutive equal annual installments of NINE THOUSAND SIX HUNDRED AND NO/100ths (\$9,600.00) DOLLARS each; the first installment to be due and payable April 1, 1970, and a like installment on April 1 of the years 1971, 1972, 1973, and 1974; said note being additionally secured by a deed of trust of even date to C. S. Eidman, Jr., Trustee; HAVE GRANTED, SOLD, AND CONVEYED, and by these presents do GRANT, SELL, AND CONVEY unto Laverne Sumner and wife, Thelma Mae Sumner, of Rush Spring, Grady County, Oklahoma, their heirs and assigns, the following described property in Cameron County, Texas, to-wit:

All of Block 401 of the E. S. Hunt et al. Subdivision of Share 31 and other Shares, Espiritu Santo Grant, Cameron County, Texas; said Block containing 100.6 acres of land, more or less, and being the identical property conveyed by C. J. and Imogene Delesnine to Fred Rusteberg, Jr., by warranty deed dated July 26, 1943, of record in Volume 334, Pages 30-31, of the Deed Records of Cameron County, Texas; reference to which is hereby made for greater accuracy of description; and,

85.6 acres of land out of Longoreno Banco No. 3, Cameron County, Texas, being the same property conveyed by the Estate of J. W. Davis, Deceased, to Fred Rusteberg, Jr., by deed dated June 1, 1939, of record in Volume 288, Pages 536-538, Deed Records of Cameron County, Texas; reference to which is here made for greater accuracy of description of said property.

THERE IS ALSO HEREBY CONVEYED all accretions, if any, subject to any reliction to the aforesaid tracts;

TOGETHER with a right-of-way approximately 20 feet in width; all as described in a certain easement dated September 22, 1959, executed by Pearl T. Singer, of record in Volume 682, Pages 159-160, of the Deed Records of Cameron County, Texas; and,

A certain easement for irrigation canal, described in an easement dated September 22, 1959, from Pearl T. Singer, recorded in Volume 682, Pages 157-158, of the Deed Records of Cameron County, Texas.

This conveyance as to Block 401 above described, is subject to a one-sixteenth (1/16th) non-participating royalty interest, as described in an instrument from Winstead Corporation to Southland Life Insurance Company, dated November 20, 1944, recorded in Volume 7, Page 171, of the Oil and Gas Lease Records in the office of the County Clerk of Cameron County, Texas.

THERE IS HEREBY RESERVED in favor of the Grantor, her heirs, assigns, and legal representatives, an undivided one-half (1/2) interest in and to all oil, gas, and other minerals in and under or that may be produced from Tract Number two above described, known as "Longoreno Banco No. 3", together with one-half of all bonuses, rentals, and delay rentals paid on any mineral leases executed on Block 401 and Longoreno Banco No. 3, it being the intent hereof to convey to Grantees, their heirs and assigns and legal representatives not only an undivided one-half interest in all oil, gas, and other minerals in and under both of the above described two tracts of land, together with one-half of all bonuses, rentals, and delay rentals paid on any lease, but as to Block 401, to also convey to Grantees an undivided one-half interest in all royalties received from production thereon.

This conveyance is further subject to easements of record, if any.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Laverne Sumner and wife, Thelma Mae Sumner, their heirs and assigns, forever; except for the taxes for the year 1969, which have been prorated between the parties hereto and assumed by the Grantees; AND FURTHER SUBJECT to the oil, gas, and mineral reservations hereinabove described, and easements of record, if any.

And Grantor does hereby bind herself, her heirs, executors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as above stated.

But a vendor's lien is expressly reserved to secure the payment of the above described note, according to its tenor, reading, and effect, together with all interest due thereon, upon the payment of all of which, this deed shall become absolute.

WITNESS MY HAND this the 1st day of April, A. D. 1969.

Jessie Ida Rusteberg
 Individually and as Independent
 Executrix of the Estate of Fred H.
 Rusteberg, Jr., Deceased

THE STATE OF TEXAS §
 COUNTY OF CAMERON §

BEFORE ME, the undersigned authority, on this day personally appeared Jessie Ida Rusteberg, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration expressed therein, and in the capacities therein stated.

GIVEN UNDER MY HAND and seal of office, this the 25th day of April, A. D. 1968.



Louis Jernandez
 Notary Public, Cameron County, Texas

357 5057

2 TRACTS OF 100.6 AND 85.8 ACRES RESPECTIVELY IN THE ESPIRITU SANTO GRANT, IN CAMERON COUNTY, TEXAS

JESSIE IDA RUSTEBERG, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX AND SOLE DEVISEE OF THE ESTATE OF FRED H. RUSTEBERG, JR., DECEASED

TO
LAVENNE SUMNER ET UX.

Rush Springs Oklahoma 13082

WARRANTY DEED WITH VENDOR'S LIEN RESERVED

FILED FOR RECORD

AT 2:53 P.M. 1969

MAY 12 1969

J. H. DILTZ

Clk County of Cameron County, Texas

[Signature]

C. S. EDGEMAN JR.

ATTORNEY AT LAW

600 FIRST NATIONAL BANK BLDG

BROWNSVILLE, TEXAS 77820

REG. LI 2-2822

STATE OF TEXAS
COUNTY OF CAMERON
I hereby certify that this instrument was FILED FOR RECORD on the date and at the time stamped herein by me, and was duly RECORDED on the date and at the time below shown, in the Vol. and page or pages of the DEED Records of Cameron County, Texas as stamped herein by me.

Month *2-16-1969* Year *1969*
J. H. DILTZ, County Clerk
Cameron County, Texas

By *W. W. Parker*
Deputy

326/50
DR

#9364
EASEMENT
WINSTED CORPORATION

TO
CAMERON COUNTY

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS: THAT We, the Winsted Corporation, a corporation organized and existing under and by virtue of the laws of the State of Texas, with its main office and place of business in the city of Dallas, Dallas County, Texas, acting herein by and through its President, he being herunto duly authorized, of Dallas County, Texas, for and in

consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations to it in hand paid by the County of Cameron Texas, the receipt of which is hereby acknowledged and confessed, HAVE GRANTED, SOLD, AND CONVEYED, and by these presents DO HEREBY GRANT, SELL, AND CONVEY unto the County of Cameron, Texas, its successors and assigns, the perpetual right and easement to enter and re-enter in and upon the lands and premises hereinafter described for the purpose of constructing, operating, and maintaining suitable levees, together with the right to use so much of said land for borrow in connection therewith, and the right to construct and maintain thereon suitable roadways, fences, gates, cattle guards, telephone lines, ramps, and road crossings, or other structures in connection with the operation and maintenance of said levees, as Grantee and its assigns may from time to time deem necessary; such lands being described as follows, to-wit:

Being a tract of land containing 12.57 acres in Share No. 31 of the Espiritu Santo Grant, Cameron County, Texas, out of and a part of Block No. 401 of the E. S. Hunt et al. Subdivision as shown on map recorded in Volume 1, pages 26-27 of the Map Records of Cameron County, Texas, said Block No. 401 being conveyed to C. J. Delespine and wife, Inogene Delespine by deed from Southland Life Insurance Company, recorded in Volume 325, pages 103-104 of the Deed Records of Cameron County, Texas. Said 12.57 acres being more particularly described by metes and bounds with reference to said map as follows:

River Levee Beginning at the southwest corner of said Block No. 401; thence North $68^{\circ} 03' 30''$ East, 703.7 feet; thence North $83^{\circ} 26' 30''$ East, 851.0 feet to a point on the east line of said Block No. 401, said point being South $0^{\circ} 22' 30''$ East, 1494.6 feet from an iron pipe at the northwest corner of what is commonly known as Southmost Plantation 970 acre tract, said corner being also the northwest corner of a 38 acre tract conveyed to Mrs. Frances Hexamer Ray by deed from Southmost Plantation, Incorporated, recorded in Volume 320, pages 100-103 of the Deed Records of Cameron County, Texas; thence along the east line of said Block No. 401, South $0^{\circ} 22' 30''$ East, 344.4 feet to the southeast corner of said Block No. 401, said corner being North $83^{\circ} 35' 02''$ West, 4774.4 feet from IBC RP No. 48; thence along the south line of said Block No. 401, South $76^{\circ} 37' 30''$ West, 999.9 feet, South $23^{\circ} 07' 30''$ West, 154.3 feet and North $52^{\circ} 34'$ West, 588.2 feet to the point of beginning, containing 12.57 acres, more or less.

TO HAVE AND TO HOLD the rights of way and easements above described unto the County of Cameron, Texas, its successors and assigns, in trust for flood control purposes forever. And as a part of the consideration aforesaid, the Grantor does hereby remise and forever release and discharge the Grantee, and its assigns, of and from any and all manner of claims, demands, liabilities, acts, and payments for or by reason of any damages to the real estate of said Grantor adjoining the above described land which Grantor has or may or could at any time have on or against the Grantee and its assigns, by reason of the use of the rights of way and easements herein conveyed for the proposed improvement of the Lower Rio Grande Flood Control system, and such release and waiver shall be a covenant running with the land.

In Witness Whereof, the Winsted Corporation has caused these presents to be executed in its name and its corporate seal to be hereunto affixed this the 11th day of August, A. D. 1943.

(SEAL)

ATTEST:

Curtis White

Its Secretary

THE STATE OF TEXAS
COUNTY OF DALLAS

WINSTED CORPORATION

BY: William Lipscomb

Its President

Before me, the undersigned authority on this day personally appeared William Lipscomb, President of WINSTED CORPORATION a corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the free act and deed of said corporation as President thereof, and for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office this 11 day of August 1943.

(L.S.)
(Notary Public)
(County of Dallas, Texas)

L. Ray
Notary Public in and for
_____ County, _____

Filed for record at 1:25 o'clock P.M. August 20, 1943, and duly recorded at 9:05 o'clock A.M., August 21, 1943. H. D. Seago, County Clerk. By I. Zarate, Deputy.

.....L.G.
112 1943

#9365
EASEMENT
FRED RUSTBERG JR, ET UX

TO
CAMERON COUNTY

STATE OF TEXAS
COUNTY OF CAMERON

326/52
DR

KNOW ALL MEN BY THESE PRESENTS: THAT We, Fred Rustberg Jr. and wife Jesse Rustberg, of Cameron County, Texas, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations to us in hand paid by the County of Cameron, Texas, the receipt of which is hereby acknowledged and confessed, HAVE GRANTED, SOLD, AND CONVEYED, and by these presents DO HEREBY GRANT, SELL, AND CONVEY unto the County of Cameron, Texas, its successors and assigns, the perpetual right and easement to enter and re-enter in and upon the lands and premises hereinafter described for the purpose of constructing, operating, and maintaining suitable levees, together with the right to use so much of said land for borrow in connection therewith, and the right to construct and maintain thereon suitable roadways, fences, gates, cattle guards, telephone lines, ramps, and road crossings, or other structures in connection with the operation and maintenance of said levees, as Grantee and its assigns may from time to time deem necessary; such lands being described as follows, to-wit:

Being a tract of land containing 12.57 acres in Share No. 31 of the Espiritu Santo Grant, Cameron County, Texas, out of and a part of Block No. 401 of the E. S. Hunt et al. Subdivision as shown on map recorded in Volume 1, pages 26-27 of the Map Records of Cameron County, Texas, said Block No. 401 being conveyed to G. J. Delespine and wife, Imogene Delespine by deed from Southland Life Insurance Company, recorded in Volume 325, pages 103-104 of the Deed Records of Cameron County, Texas. Said 12.57 acres being more particularly described by metes and bounds with reference to said map as follows:

River Levee: Beginning at the southwest corner of said Block No. 401; thence North 68° 03' 30" East, 703.7 feet; thence North 83° 26' 30" East, 851.0 feet to a point on the east line of said Block No. 401, said point being South 0° 22' 30" East, 1494.6 feet from an iron pipe at the northwest corner of what is commonly known as Southmost Plantation 970 acre tract, said corner being also the northwest corner of a 38 acre tract conveyed to Mrs. Frances Hexamer Ray by deed from Southmost Plantation, Incorporated, recorded in Volume 320, pages 100-103 of the Deed Records of Cameron County, Texas; thence along the east line of said Block No. 401, South 0° 22' 30" East, 344.4 feet to the southeast corner of said Block No. 401, said corner being North 83° 35' 02" West, 4774.4 feet from IBC RP No. 48; thence along the south line of said Block No. 401, South 76° 37' 30" West, 999.9 feet, South 23° 07' 30" West, 154.3 feet and North 52° 34' West, 588.2 feet to the point of beginning, containing 12.57 acres, more or less.

TO HAVE AND TO HOLD the rights of way and easements above described unto the County

of Cameron, Texas, its successors and assigns, in trust for flood control purposes forever. And as a part of the consideration aforesaid, the Grantors do hereby remise and forever release and discharge the Grantee, and its assigns, of and from any and all manner of claims, demands, liabilities, acts, and payments for or by reason of any damages to the real estate of said Grantors adjoining the above described land which Grantors have or may or could at any time have on or against the Grantee and its assigns, by reason of the use of the rights of way and easements herein conveyed for the proposed improvement of the Lower Rio Grande Flood Control system, and such release and waiver shall be a covenant running with the land.

WITNESS our hands this 5th day of August 1943.

Fred Rusteberg Jr.

Jesse Rusteberg

THE STATE OF TEXAS
COUNTY OF CAMERON

Before me, the undersigned authority on this day personally appeared Fred Rusteberg, Jr. and Jesse Rusteberg his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said Fred Rusteberg, Jr. acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Jesse Rusteberg wife of the said Fred Rusteberg, Jr., having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Jesse Rusteberg, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 5th day of August, 1943.

Garnett Reed

Notary Public in and for

Cameron County, Texas

(L.S.)

Filed for record at 1:25 o'clock P.M. August 20, 1943, and duly recorded at 9:50 o'clock A.M. August 21, 1943. H. D. Seago, County Clerk. By I. Zarate, Deputy.

L. D. Seago

326/53
DK

#9366
EASEMENT.
CAMERON COUNTY

TO
UNITED STATES OF AMERICA.

STATE OF TEXAS
COUNTY OF CAMERON

THAT Cameron County, Texas, acting herein by and through its County Judge, in pursuance of and hereunto duly authorized by resolution of the Commissioners' Court of said County and the Acts of 1934, 43rd Legislature of Texas, Fourth Called Session, page 71, Chapter 29, for and in consideration of the sum of One (\$1.00) Dollar to it in hand paid, receipt of which is hereby acknowledged and confessed, and the works projected by the United States of America on the Lower Rio Grande, as authorized by the Act of the Seventy-fourth Congress, Public No. 286, approved August 19, 1935, (49 Stat. 660) and Acts amendatory thereof and supplementary thereto, HAS GRANTED, SOLD AND CONVEYED, and by these presents DOES HEREBY GRANT, SELL, AND CONVEY unto the United States of America, and its assigns, the perpetual right and easement to enter and re-enter in and upon the lands and premises hereinafter described for the purpose of constructing, operating, and maintaining suitable levees, together with the right to use so much of said land for borrow in connection therewith, and the right to construct and maintain thereon suitable roadways, fences, gates, cattle guards, telephone lines, ramps and road crossings or other structures in connection with the operation and maintenance of said levees, as Grantee, and its assigns may from time to time deem necessary, on the res-

pective tracts hereinafter described as follows, to-wit:

Being a tract of land containing 12.57 acres in Share No. 31 of the Espiritu Santo Grant, Cameron County, Texas, out of and a part of Block No. 401 and the E. S. Hunt et al. Subdivision as shown on map recorded in Volume 1, pages 26-27 of the Map Records of Cameron County, Texas, said Block No. 401 being conveyed to C. J. Delespine and wife, Imogene Delespine by deed from Southland Life Insurance Company, recorded in Volume 325, pages 103-104 of the Deed Records of Cameron County, Texas. Said 12.57 acres being more particularly described by metes and bounds with reference to said map as follows:

River Levee: Beginning at the southwest corner of said Block No. 401; thence North $68^{\circ} 03' 30''$ East, 703.7 feet; thence North $83^{\circ} 26' 30''$ East, 851.0 feet to a point on the east line of said Block No. 401, said point being South $0^{\circ} 22' 30''$ East, 1494.6 feet from an iron pipe at the northwest corner of what is commonly known as Southmost Plantation 970 acre tract, said corner being also the northwest corner of a 35 acre tract conveyed to Mrs. Frances Hexamer Ray by deed from Southmost Plantation, Incorporated, recorded in Volume 320, pages 100-103 of the Deed Records of Cameron County, Texas; thence along the east line of said Block No. 401, South $0^{\circ} 22' 30''$ East, 344.4 feet to the southeast corner of said Block No. 401, said corner being North $83^{\circ} 35' 02''$ West, 4774.4 feet from IBC RP No. 48; thence along the south line of said Block No. 401, South $76^{\circ} 37' 30''$ West, 999.9 feet, South $23^{\circ} 07' 30''$ West, 154.3 feet and North $52^{\circ} 34'$ West, 588.2 feet to the point of beginning, containing 12.57 acres, more or less.

TO HAVE AND TO HOLD said rights of way and easement above described unto the United States of America, and its assigns, for the purposes aforesaid, forever.

And Grantor further covenants that it has the full right and power to convey the estate herein granted; that the same is free from all liens and encumbrances; and that Grantor further warrants quiet and peaceable possession of the estate herein granted, and will defend the title thereto against any and all claimants.

IN TESTIMONY WHEREOF, Cameron County, Texas, has caused its name to be hereunto subscribed by its County Judge, as aforesaid, and its seal hereto affixed this the ___ day of _____ 194__.

Cameron County, Texas

By: Oscar G. Dancy
County Judge

(SEAL)

ATTEST:

H. D. Seago
County Clerk

THE STATE OF TEXAS
COUNTY OF CAMERON

Before me, the undersigned authority, A Notary Public in and for Cameron County, Texas, on this day personally appeared Oscar G. Dancy, County Judge of Cameron County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the free act and deed of said county for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 19 day of August, A. D. 1943.

(L.S.)

Garnett Reed
A Notary Public in and for
Cameron County, Texas

Filed for record at 1:25 o'clock P.M. August 20, 1943, and duly recorded at 11:15 o'clock A.M. August 21, 1943. H. D. Seago, County Clerk. By I. Zarate, Deputy.

19902

STATE OF TEXAS
COUNTY OF CAMERON

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pearl T. Singer, a widow, also known as Mrs. O. W. Singer, is the owner of all of Block 400 of the E. S. Hunt, et al. Subdivision, in Cameron County, Texas, together with all accretions thereto, and Fred Rusteberg, Jr. is the owner of all of Block 401 of the E. S. Hunt, et al. Subdivision, Share 31, Espiritu Santo Grant, Cameron County, Texas, which adjoins said Block 400 on the north and said Block 400 being between Block 401 and the Rio Grande River, and

WHEREAS, said Fred Rusteberg, Jr. for many years has maintained and operated a pump on the bank of the Rio Grande River near the northwest corner of Block 400, and a canal running from such pumpsite in a general easterly direction to Block 401, and by the use of said pump and canal takes water from the Rio Grande River across the property of Pearl T. Singer and distributes it and uses it for domestic purposes and for irrigation of crops on Block 401

NOW, THEREFORE, I Pearl T. Singer, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by Fred Rusteberg, Jr., the receipt of which is hereby acknowledged, have granted and conveyed, and by these presents do hereby grant and convey to Fred Rusteberg, Jr., and to future owners of Block 401 above described, a perpetual right to maintain an irrigation pump on the bank of the Rio Grande River at or near the present location of said pump at the northwest corner of Block 400, and to maintain and operate an irrigation canal from said pump in an easterly direction across Block 400 to the south line of Block 401 aforesaid, and also the right of such ingress and egress across my land as may be necessary to maintain and operate the canal and pump aforesaid. The easement herein granted is limited to Fred Rusteberg, Jr. and to future owners of said Block 401, whether by descent and distribution, or by purchase, and is non-assignable, shall run with the land, and shall never be used for the purpose of carrying water through said canal to any land other than Block 401, nor to anyone other than the owners of said Block 401, and any attempt by the grantee herein to assign or to transport water through said canal to any premises other than Block 401 or to any person other than the owners of Block 401, shall immediately cause this easement to terminate and to revert to grantor herein.

The granting of this easement shall never be construed as to unduly interfere with the use and development of Block 400, and grantee will comply with any reasonable requirements from the owners of Block 400 as to the maintenance and operation of such pump and canal.

WITNESS my hand this 22nd day of September, A. D. 1959.

Pearl T. Singer
Pearl T. Singer

STATE OF TEXAS :
COUNTY OF CAMERON :

BEFORE ME, the undersigned authority, on this day personally appeared Pearl T. Singer, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 22nd day of September, A. D. 1959.



R. G. Ransome
R. G. Ransome
Notary Public in and for Cameron County, Texas

19962 STATE OF TEXAS COUNTY OF CAMERON 1959	I certify that the foregoing instrument was recorded on <u>8:30 A.M.</u> at <u>Seago, Cameron</u> at <u>Seago, Cameron</u> County, Texas. <u>260</u> <u>Seago, Cameron</u> <u>Seago, Cameron</u>	E A S E M E N T FILED FOR RECORD SEP 23 1959	H. D. SEAGO Clerk of Court <u>H. D. Seago</u>	RANSOME AND RAY ATTORNEYS AT LAW 503 FIRST NATIONAL BANK BUILDING BROWNVILLE, TEXAS
--	--	--	---	--

19903

STATE OF TEXAS :
 COUNTY OF CAMERON :

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pearl T. Singer, a widow, also known as Mrs. O.T. Singer, is the owner of all of Block 400 of the E. S. Hunt et al. Subdivision, in Cameron County, Texas, together with all accretions thereto, and Fred Rusteberg, Jr. is the owner of the Longoreno Banco, being Banco No. 3, Cameron County, Texas, which adjoins said Block 400 on the south and east, and Fred Rusteberg, Jr. is also the owner of all of Block 401, of the E. S. Hunt, et al. Subdivision, Share 31, Espiritu Santo Grant, Cameron County, Texas, which adjoins said Block 400 on the north, said Block 400 being between the Banco property above described and said Block 401, and also being between said Block 401 and the Rio Grande River, and

WHEREAS, said Fred Rusteberg, Jr. has no means of access to the Banco property except by using the present Farm Road of Pearl T. Singer running from the north line of Block 400 in a southerly direction down to the west line of Longoreno Banco, and said Fred Rusteberg, Jr. desires a permanent easement over said Block 400, so that there will never be any question about his right of ingress and egress to said Banco with vehicles, livestock, farm equipment, etc.,

NOW, THEREFORE, I, Pearl T. Singer, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by Fred Rusteberg, Jr., the receipt of which is hereby acknowledged, have granted and conveyed, and by these presents do grant and convey, unto the said Fred Rusteberg, Jr., his heirs and assigns, the free and uninterrupted use, liberty, privilege and easement of passing in and along a certain way commencing at a point in the south line of Block 401 and running thence in a generally southerly direction

over and across Block 400 to a point on the west line of Banco Longoreno No. 3, said way being approximately twenty feet (20) in width and being changed from time to time according to the crops grown and the changes in the Rio Grande River, together with free ingress and egress to and for the said Fred Rusteberg, Jr. his heirs and assigns, and his tenants, lessees, automobiles, trucks, farm implements and other vehicles or livestock as by him or them shall be necessary or convenient at all times and seasons forever,

in, along, upon and out of said way, in common with me the said Pearl T. Singer, my heirs and assigns and my and their tenants.

TO HAVE AND TO HOLD all and singular the rights and privileges aforesaid to him the said Fred Rusteberg, Jr., his heirs and assigns, to their proper use and behoof, in common with me, the said Pearl T. Singer, my heirs and assigns and my and their tenants.

The grantor agrees not to place any fences or other obstructions across said roadway, but does not obligate herself to maintain said roadway in a passable condition at any and all times, and the grantee shall have the right to make any repairs or improvements in said roadway that he deems necessary from time to time, at his own expense.

WITNESS my hand at Brownsville, Texas, this 27th day of September, A. D. 1959.

Pearl T. Singer
Pearl T. Singer

STATE OF TEXAS :
COUNTY OF CAMERON :

BEFORE ME, the undersigned authority, on this day personally appeared Pearl T. Singer, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 27th day of September, A. D. 1959.

R. G. Ransome R. G. Ransome
Notary Public in and for Cameron County, Texas



STATE OF TEXAS 19903 COUNTY OF CAMERON I certify that the foregoing instrument was recorded on SEP 24 1959 at 3:37 A.M.	H. B. SEAGO, Clerk County Clerk, Cameron County, Texas Fred Rusteberg, Jr. RFD # 2, Box 660 Brownsville, Texas	EASEMENT FILED FOR RECORD AT <u>11:00 AM</u>	SEP 23 1959 H. D. SEAGO Clerk, County Court Cameron County, Texas <u>H. D. Seago</u>	RANSOME AND RAY ATTORNEYS AT LAW 501 FIRST NATIONAL BANK BUILDING BROWNSVILLE, TEXAS
---	--	---	--	--

UTILITY EASEMENT

That Sumner Family Partnership, LTD. ("Landowners," whether one or more), for valuable consideration, the sufficiency of which is acknowledged, GRANTS to the Brownsville Public Utilities Board of the City of Brownsville, Texas ("BPUB"), an exclusive, perpetual easement in, over and through the following described property of Landowner:

A Lift Station Site and A 20 Ft. Utility Easement containing 0.077 acre (3,340 Square Feet) of land out 100.6 Acre Tract Recorded in Volume 3075, Page 138 Cameron County Official Records out of Block 401, El Jardin Re-Subdivision Volume 4, Page 48 Cameron County Map Records Share 31, Espiritu Santo Grant, of Cameron County, Texas. Said 0.077-acre tract being more particularly described and located in Exhibit "A".

The Easement may be used for any purpose related to utilities including, but not limited to, constructing, reconstructing, re-aligning, inspecting, patrolling, maintaining, operating, altering, servicing, repairing, adding, removing and replacing electric, water and wastewater utility facilities and appurtenances together with:

- (i) The right of ingress and egress over the Easement;
- (ii) The right to relocate such electric, water and wastewater utility facilities within the Easement; and
- (iii) The right to remove from the Easement all trees, shrubs, or other obstructions.

Landowners will not, not allow others, to install or erect any structure or obstruction or to excavate or fill within the Easement.

Landowners WARRANT and FOREVER DEFEND the Easement and the rights granted to BPUB for the purposes set out above, against every person claiming any right in the Property.

This Utility Easement runs with the land described in EXHIBIT "A" and inures to the benefit of and is binding upon Landowners and BPUB and their respective successors and assigns.

EXECUTED this 31st day of October, 2003.

"LANDOWNERS"

Salvador Sumner
Owner

Mailing Address of Landowners:

P.O. Box 710
Raymondville TX 78580

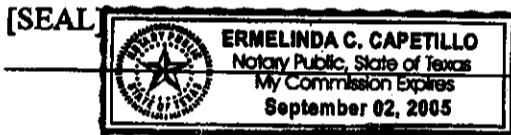
Mailing address of BPUB:

Brownsville Public Utilities Board of the
City of Brownsville, Texas
c/o Right-of-Way Agent
P. O. Box 3270
Brownsville, Texas 78520-3270

STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on this 31st day of October 2003, by Ernelinda C. Capetillo




Notary Public, State of Texas

After recording, please return to:
Brownsville Public Utilities Board of
the City of Brownsville, Texas
Right-of-Way Agent
P. O. Box 3270
Brownsville, Texas 78520-3270

Doc
00062401 BR
Vol
9608
Pg
80

"BPUB"

BROWNSVILLE PUBLIC UTILITIES BOARD


By: John S. Bruciak, General Manager & CEO

Mailing Address of Landowners:

Mailing address of BPUB:
Brownsville Public Utilities Board of the
City of Brownsville, Texas
c/o Right-of-Way Agent
P. O. Box 3270
Brownsville, Texas 78520-3270

STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on this 12th day of
November
2003, by John S. Bruciak



[SEAL]


Notary Public, State of Texas

Doc
00052401 DR
BK
Vo 1
Pg
9608
81

October 28, 2003
Project No. 1481
Apparent Owner: Sumner Family Partnership, Ltd.

Ambiotec
Civil Engineering Group, Inc.
5420 Paredes Line Road
Brownsville, Texas 78526
(956) 548-9333 Fax (956) 548-9399

Exhibit "A"
METES AND BOUNDS
0.077 ACRE TRACT
LIFT STATION SITE "E"

NOT A BOUNDARY SURVEY

BEING 0.077 ACRE (3,340 SQ. FT.) OF LAND, MORE OR LESS, OUT OF 100.6 ACRE TRACT RECORDED IN VOLUME 3075, PAGE 138 CAMERON COUNTY OFFICIAL RECORDS, SAME BEING ALL OF BLOCK 401, EL JARDIN RE-SUBDIVISION, VOLUME 4, PAGE 48, CAMERON COUNTY MAP RECORDS, SHARE 31, ESPIRITU SANTO GRANT ; SAID 0.077 ACRE TRACT BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS;

COMMENCING AT A POINT BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SOUTHMOST ROAD (F.M. 1419) (80 FT. R.O.W.) AND THE WEST LINE OF SOUTHPPOINT TOWNSITE, RECORDED IN VOLUME 4, PAGE 60, CAMERON COUNTY MAP RECORDS, THENCE, ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF SOUTHMOST RD. (F.M. 1419), NORTH 81 DEG. 20 MIN. WEST, A DISTANCE OF 46.64 FT. TO THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS TRACT;

THENCE, LEAVING SAID SOUTH RIGHT-OF-WAY LINE OF SOUTHMOST ROAD (F.M. 1419), SOUTH, A DISTANCE OF 90.46 FT. FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, WEST, A DISTANCE OF 50.00 FT. FOR THE SOUTHWEST CORNER OF THIS TRACT;

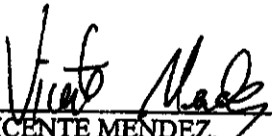
THENCE, NORTH, A DISTANCE OF 50.00 FT. FOR A CORNER OF THIS TRACT;

THENCE, EAST, A DISTANCE OF 30.00 FT. FOR A CORNER OF THIS TRACT;

THENCE, NORTH, A DISTANCE OF 43.51 FT. TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID SOUTHMOST ROAD (F.M. 1419), FOR THE NORTHWEST CORNER OF THIS TRACT;

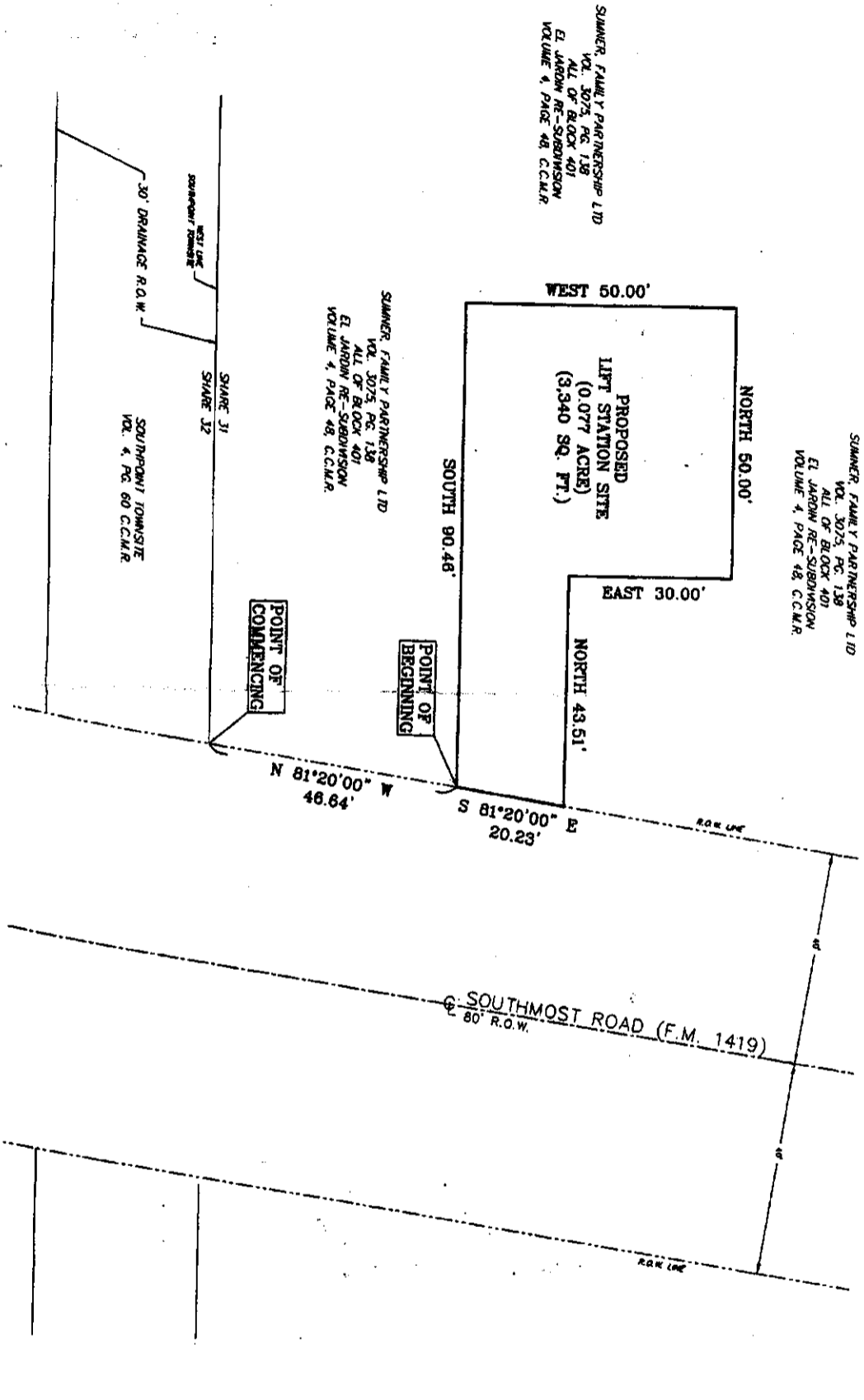
THENCE, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SOUTHMOST ROAD (F.M. 1419), SOUTH 81 DEG. 20 MIN. EAST, A DISTANCE OF 20.23 FT. TO THE POINT OF BEGINNING.

CONTAINING 0.077 ACRES (3,340 SQ. FT.) OF LAND, MORE OR LESS.


VICENTE MENDEZ,
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5301



Doc 00062401 BK Vol 9608 Pg 82

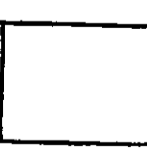


SCALE: 1"=10'	DATE: FEB. 2002
DESIGN BY: J. CLINT	
DRAWN BY: R. ANZAK / A.M.	
CHECKED BY: V. MENCKE	
APPROVED BY: J. CLINT	
PROJECT NO.: 1481	

EXHIBIT "B"
PROPOSED LIFT STATION
SITE "E"

WASTEWATER IMPROVEMENTS FOR
 VALLE HERMOSO, VALLE ESCONDIRO,
 AND EL SALADO COLONIA AREAS

PREPARED FOR: THE CITY OF BROWNSVILLE
 AND HOUSTONVILLE T.J.S.



AMBIOTEC
 CIVIL ENGINEERING GROUP, INC.

5408 Fowles Lane East
 Houston, Texas 77036

Ph: (281) 466-2200
 (281) 466-2211

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Nov 14, 2003 at 03:45P

Document Number: 00062401

By
Rosemary Vasquez
Joe G Rivera, County Clerk
Cameron County

Cameron County
Joe G Rivera
County Clerk
Brownsville, TX 78520



70 2011 00043739

Instrument Number: 2011-00043739

As

Real Property

Recorded On: November 10, 2011

Parties:

To

Billable Pages: 12

Number of Pages: 13

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Real Property	60.00
Total Recording:	60.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2011-00043739

Receipt Number: 578113

Recorded Date/Time: November 10, 2011 11:57:34A

Book-Vol/Pg: BK-OR VL-18117 PG-47

User / Station: M Pena - Cash Station #6

Record and Return To:

AEP DISTRIBUTION ROW

P O BOX 2121

C/O DISTRIBUTION ROW

CORPUS CHRISTI TX 78403

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public Records in Cameron County, Texas



Joe G. Rivera
Cameron County Clerk

**GATES O-21_6A, 6B, 7A, & 7B
EASEMENT NO. DACW63-2-11-0703**

112250

DEPARTMENT OF HOMELAND SECURITY

EASEMENT FOR RIGHT OF WAY

LOCATED IN

CAMERON COUNTY, TEXAS

THE SECRETARY OF THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES OF AMERICA ("Grantor"), under and by virtue of the authority of Title 40, United States Code, Section 1314, having found that the granting of an easement will not be adverse to the interests of the United States, hereby grants to AEP TEXAS CENTRAL COMPANY, A Texas Corporation, ("Grantee"), a nonexclusive easement ("Easement") across property of the United States located in BROWNSVILLE, CAMERON COUNTY, TEXAS ("Property") to construct, operate and maintain underground power line or lines, and necessary appurtenances attached thereto, ("Facilities"), in order to provide electrical services to Property of Grantor. The area covered by this Easement consists of a strip of land approximately ten (10') feet in width on the Property as described and depicted in EXHIBIT A and EXHIBIT B attached hereto and made a part hereof ("Easement Area"). This Easement is made subject to existing easements within and upon the Property described in Exhibits A and B and reserves to Grantor and its assigns all such rights and privileges as may be used without interfering with or abridging the rights and the Easement hereby acquired.

THE EASEMENT is granted subject to the following terms and conditions:

1. TERM

The Easement is hereby granted in perpetuity subject to the full terms set forth herein.

2. CONSIDERATION

Consideration for the Easement is the benefits and services to be derived by Grantor from the placement of the Facilities within the Easement Area by Grantee, and other consideration, if any as provided herein.

3. NOTICES

Any notice required or permitted to be given pursuant to this Easement shall be deemed given and received on the earlier of (i) actual receipt by mail, Federal Express or other overnight delivery service, facsimile, e-mail, or hand delivery, or (ii) three business days after being sent

by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Grantor or Grantee, as the case may be, at the respective addresses set out below:

If to Grantee, to:

AEP TEXAS CENTRAL COMPANY
ATTN: ROW DEPARTMENT
P.O. BOX 2121
CORPUS CHRISTI, TEXAS 78403

And if to Grantor, to:

U.S. ARMY CORPS OF ENGINEERS
ATTN: CESWF-RE-I
P.O. BOX 17300
FORT WORTH, TEXAS 76102

AND

U.S. CUSTOMS AND BORDER PROTECTION
ATTN: REAL ESTATE – BPFTI PMO, FM&E
1301 CONSTITUTION AVE NW, B-155
WASHINGTON, DC 20004

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "United States," "Secretary" or "Grantor" shall include their duly authorized representatives. Any reference to the "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. APPLICABLE LAWS AND REGULATIONS

Grantee shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations wherein the Easement Area is located.

6. CONDITION OF EASEMENT AREA

Grantee and Grantor acknowledge that the Facilities include an underground utility line. Grantee acknowledges that it has inspected the Easement Area, knows the conditions, and understands that this Easement is granted without any representation or warranties whatsoever and without any obligation on the part of Grantor to make alterations, repairs, improvements, or corrections to defects whether patent or latent to the Easement Area.

7. INSPECTION AND REPAIRS

Grantee shall inspect the Facilities at reasonable intervals and repair within a reasonable time any defects found by such inspection or when required by Grantor to repair any such defects.

Except in the event of an emergency or other exigent circumstances, Grantee shall provide notice to Grantor before constructing, operating or maintaining power lines and the Facilities within the Easement Area.

8. PROTECTION OF GOVERNMENT PROPERTY

Grantee shall be responsible for any damage that may be caused to the property of Grantor by the activities of Grantee associated with the Easement and shall exercise due diligence in the protection of all property located on and within the Easement Area against subsidence, erosion, and all other causes attributable to the Facilities. Any property of the United States damaged or destroyed by Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by Grantee to a condition satisfactory to Grantor, or at the election of Grantor, reimbursement made therefore by Grantee in an amount necessary to restore or replace the property to a condition satisfactory to Grantor.

9. RIGHT TO ENTER

The right is reserved to Grantor, its officers, agents, and employees to enter upon the Easement Area at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of Grantee, and to make any other use of the lands as may be necessary in connection with government purposes, provided such use does not materially interfere with the rights herein granted to Grantee.

10. TRANSFERS AND ASSIGNMENTS

Without prior written approval from Grantor, Grantee shall neither transfer nor assign the Easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with the Easement. Notwithstanding the foregoing, Grantee and its successors and assigns may, without the consent of Grantor, assign or transfer this Easement to its parent, affiliates, subsidiaries of its parent or to any entity that acquires all or substantially all of Grantee's and its successor's and assign's assets by reason of a merger, acquisition or other business reorganization. Grantee, or its successors and assigns, also may, without Grantor's consent, assign, pledge, mortgage or transfer as collateral the rights and privileges under the Easement to any lender of Grantee and its successors and assigns. The terms and conditions of the Easement shall be a covenant running with the land and shall be binding upon the Grantee, its heirs, executors, administrators, successors, and assigns.

11. INDEMNITY

Grantor shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of Grantee's officers, agents, or employees or others who may be on the Easement Area at their invitation or the invitation of any one of them, and Grantee shall indemnify and hold Grantor harmless from any and all such claims not including damages due to the fault or negligence of Grantor or any officer or employee thereof.

12. SOIL AND WATER CONSERVATION

Grantee shall protect, in a manner satisfactory to Grantor, all soil and water conservation structures that may be in existence upon the Easement Area at the beginning of or that may be constructed by Grantor during the term of the Easement, and Grantee shall take appropriate measures to prevent or control soil erosion within the Easement Area herein granted. Any soil erosion occurring outside the Easement Area resulting from the activities of Grantee shall be corrected by Grantee as directed by Grantor.

13. ENVIRONMENTAL PROTECTION

a. Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Easement Area is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency or any federal, state, interstate or local governmental agency are hereby made a condition of the Easement. Grantee shall not discharge waste or effluent from the Easement Area in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the Easement Area shall be in conformance with all applicable federal, state and local laws and regulations.

c. Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from Grantee's activities, Grantee shall restore the damaged resources.

14. HISTORIC PRESERVATION

Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered within the Easement Area, Grantee shall immediately notify Grantor and protect the site and material from further disturbance until Grantor gives clearance to proceed.

15. NON-DISCRIMINATION

Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion.

16. RESTORATION

In the event of termination or voluntary cessation of use of the Facilities, Grantee shall restore the surface of the Easement Area to as near the condition existing prior to the original installation thereof as reasonably practical.

17. RESERVATION

The Easement is nonexclusive and Grantor reserves the right to use the Easement Area and to grant other nonexclusive easements or licenses at the same location and within the Easement Area so long as such uses do not materially interfere with the rights herein granted to Grantee.

18. TERMINATION

Grantor may terminate the Easement at any time if the Secretary shall determine that the Easement hereby granted interferes with the future use or disposal of said land by Grantor; or at any time in the event of a national emergency as declared by the President or Congress; or in the interest of national defense; or for failure of Grantee to comply with any material conditions of the Easement; or for non-use for a consecutive period of two years, excepting events of force majeure, or upon abandonment. Grantor will provide written notice of termination to Grantee. Upon termination or voluntary cessation of use by Grantee, Grantee shall be entitled to remove its Facilities within one hundred eighty (180) days following termination or voluntary cessation. If not so removed during that time period, Grantor may remove such Facilities at Grantee's sole cost.

19. DISCLAIMER

The Easement is effective only insofar as the rights of the Grantor in the property are concerned, and Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of the Easement does not eliminate the necessity of obtaining any permit or license which may be required by Federal, State or local statute or regulation in connection with use of the Easement Area.

20. AVAILABILITY OF FUNDS

The obligations of Grantor, if any, shall be subject to the availability of appropriated funds. No appropriated funds are obligated by the Easement.

21. AMENDMENTS

The Easement may only be modified or amended by written agreement between Grantor and Grantee, duly signed by their authorized representatives.

22. ENTIRE AGREEMENT

It is expressly understood and agreed that this Easement embodies the entire agreement between Grantor and Grantee regarding the use of the Easement Area by Grantee and there are no understandings or agreements, verbal or otherwise, between Grantor and Grantee except as expressly set forth herein.

IN WITNESS WHEREOF, this Easement is executed effective as of the 4th day of October, 2011.

THE UNITED STATES OF AMERICA,
Department of Homeland Security.

BY: [Signature]
Richard Espinoza
Deputy Director for Real Property

STATE OF Washington D.C. §
COUNTY OF Washington D.C. §

Before me, the undersigned authority, on this day personally appeared Richard Espinoza, ASSISTANT DIRECTOR FOR REAL PROPERTY, U.S. DEPARTMENT OF HOMELAND SECURITY, known to me to be the person whose name is subscribed to the foregoing instrument, and upon his oath acknowledged to me that he executed the same for the purposes and consideration therein expressed.

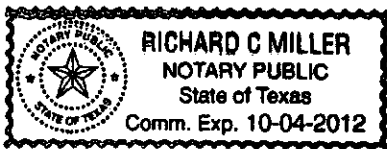
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4 DAY OF October, 2011.
(SEAL)

[Signature]
NOTARY PUBLIC

My Commission Expires: May 14, 2015, COUNTY OF Washington D.C. STATE OF Washington D.C.

IN WITNESS WHEREOF, the Easement is also executed by Grantee this 17 day of Oct, 2011.

AEP TEXAS CENTRAL COMPANY,
A Texas Corporation



BY: [Signature]
DAVID HOOPER
Vice President, Distribution Region Operations

STATE OF TEXAS §
COUNTY OF NIUECES §

Before me, the undersigned authority, on this day personally appeared DAVID HOOPER Vice President, Distribution Region Operations, known to me to be the person whose name is subscribed to the foregoing instrument, and upon his oath acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th DAY OF Oct, 2011.
(SEAL)

[Signature]
NOTARY PUBLIC

My Commission Expires: _____, COUNTY OF _____, STATE OF _____

**EXHIBIT A
LEGAL DESCRIPTION**

**RGV SEGMENT O-21 FENCE
POWER LINE EASEMENT
GATES O-21_6A AND O-21_6B**

A 10 feet wide (measured at right angles) power line easement across tract FTB-1022 containing 0.53 acres more or less, Cameron County, Texas. Said easement is southerly and parallel to the following line described:

Beginning at a 5/8 iron rod with cap labeled "TRANSYSTEMS CORP" on the easterly end of line to be described having a coordinate of N-16,474,219.5 E-1,346,770.7 in the Texas State Plane Coordinate System, South Zone;

Thence, S88° 32' 48"W a distance of 52.96 feet to a 5/8 iron rod with plastic cap stamped "TRANSYSTEMS CORP";

Thence, N86° 34' 38"W a distance of 111.78 feet to a 5/8 iron rod with plastic cap stamped "TRANSYSTEMS CORP";

Thence, N81° 31' 11"W a distance of 482.86 feet to a 5/8 iron rod with plastic cap stamped "TRANSYSTEMS CORP";

Thence, N82° 02' 01"W a distance of 423.66 feet to a 5/8 iron rod with plastic cap stamped "TRANSYSTEMS CORP";

Thence, N85° 56' 09"W a distance of 128.44 feet to a 5/8 iron rod with plastic cap stamped "TRANSYSTEMS CORP" for the beginning of curvature to the left;

Thence, 231.96 feet southwesterly along arc of said curve (Central Angle =14° 22' 55"; Radius=942.10 feet; Chord Bearing and Distance=S81° 55' 51"W, 231.35 feet) to a 5/8 rod with cap labeled "TRANSYSTEMS CORP" for the end of said curve;

Thence, S69° 12' 10"W a distance of 98.47 feet to a 5/8 iron rod with plastic cap stamped "TRANSYSTEMS CORP";

Thence, S75° 36' 33"W a distance of 86.90 feet to a 5/8 iron rod with plastic cap stamped "TRANSYSTEMS CORP";

Thence, S81° 34' 42"W a distance of 101.63 feet to a 5/8 iron rod with plastic cap stamped "TRANSYSTEMS CORP";

Thence, S84° 28' 51"W a distance of 85.17 feet to a 5/8 iron rod with plastic cap stamped "TRANSYSTEMS CORP";

Thence, S87° 20' 35"W a distance of 329.50 feet to a 5/8 iron rod with plastic cap stamped "TRANSYSTEMS CORP" for the beginning of curvature to the right;

Thence, 590.96 feet northwesterly along arc of said curve (Central Angle =98° 51' 17"; Radius=342.52 feet; Chord Bearing and Distance=N43° 53' 57"W, 520.34 feet) to a 5/8 rod with cap labeled "TRANSYSTEMS CORP" for the end of said curve;

Thence, S82° 33' 36"E a distance of 64.92 feet to a 5/8 iron rod with plastic cap stamped "TRANSYSTEMS CORP";

Thence, N07° 26' 24"W a distance of 80.00 feet to the point of termination on the most westerly end of said northerly easement line, containing 0.66 acres or 28,690 square feet.

RGV SEGMENT O-21 FENCE
POWER LINE EASEMENT
GATES O-21_7A AND O-21_7B

A power line easement containing 0.107 acres across tracts FTB-1023 and FTB-1024, Cameron County, Texas described as follows:

Beginning at a point in the westerly corner of herein described tract having coordinate of N-16,474,261.86 E-1,346,797.41 in the Texas State Plane, South Central Zone Coordinate System,

Thence, S32° 14' 18"W a distance of 62.00 feet to the southwest corner of said 0.107 acres,

Thence, N75° 00' 00"E a distance of 113.00 feet to the southeast corner of said 0.107 acres,

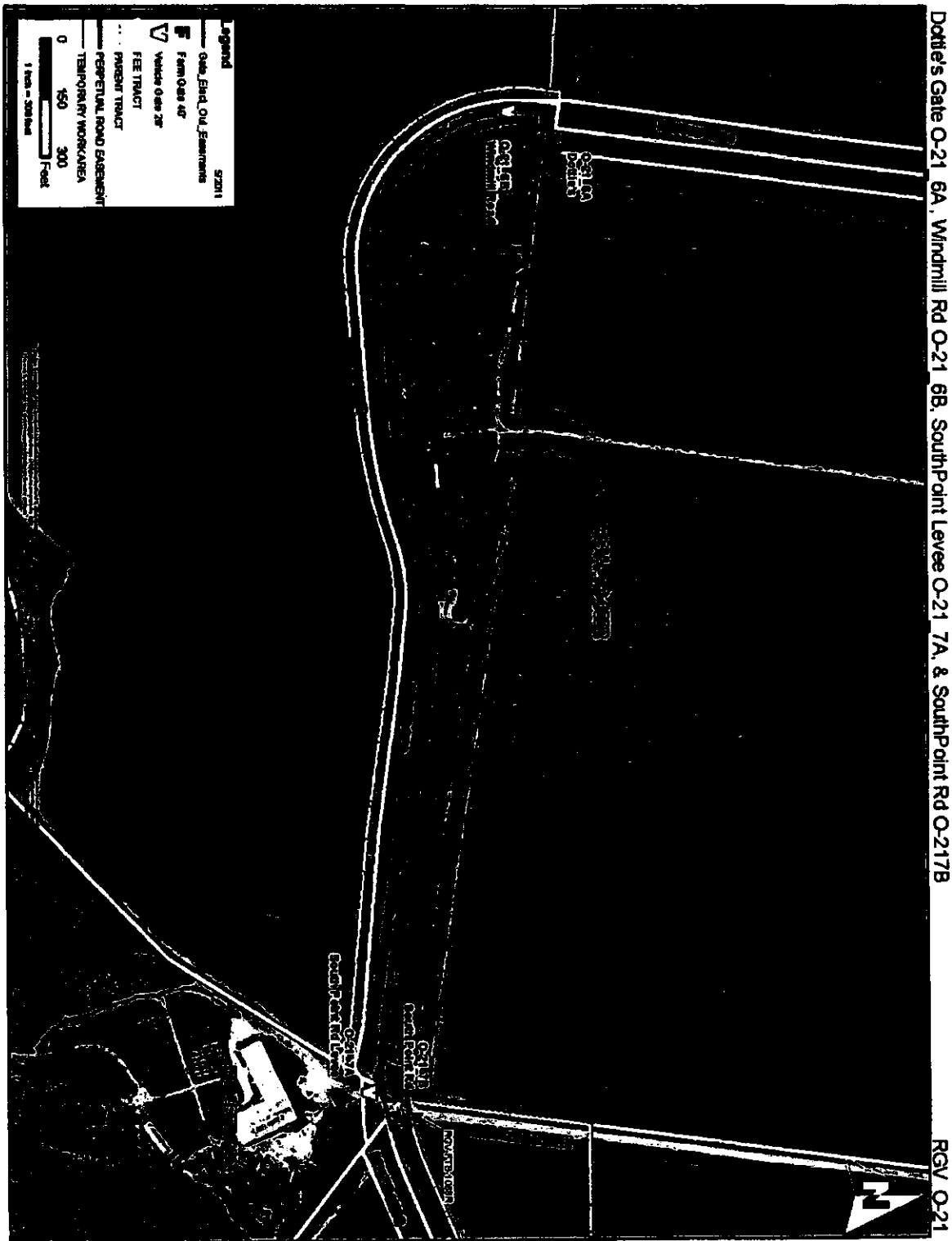
Thence, N08° 00' 00"W a distance of 50.00 feet to the northeast corner of said 0.107 acres,

Thence, S75° 00' 00"W a distance of 31.00 feet to a corner of said 0.107 acres,

Thence, N08° 00' 00"W a distance of 36.48 feet to 5/8 iron rod with cap labeled "TRANSYSTEM CORP" for the northwest corner of said 0.107 acres,

Thence, S07° 58' 27"W a distance of 19.56 feet to the point of beginning, containing 0.107 acres or 4,563 square feet.

EXHIBIT B EASEMENT AREA



Doc Bk Vol Pg
00043739 OR 18117 59

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Nov 10, 2011 at 11:57A

Document Number: 00043739

By
Nassie Pena
Joe G Rivera, County Clerk
Cameron County

15131

396/459
DR

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS |
COUNTY OF CAMERON |

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Fred Rusteberg, Jr., not joined by my wife because no part of the property herein is claimed as a homestead,

of Cameron County, Texas, for and in consideration of the sum of One Dollar, and other good and valuable consideration to me in hand paid by Cameron County, a political subdivision of the State of Texas, acting by and through its Commissioners' Court, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the County of Cameron, the free and uninterrupted use, liberty and privilege of passage in, along, upon and across the following lands in Cameron County, Texas, owned by me and being particularly described as follows, to-wit:

A tract of land located in the Southwest corner of Block 401 of the E. S. Hunt, et al, Subdivision of a portion of Share 24 of the Espiritu Santo Grant in Cameron County.
Beginning at a point in the South line of the I.B.C. Levee R.O.W., said point bearing N. 23° 07' 30" E. 12 feet from I.B.C. monument on the common property line of Fred Rusteberg, Jr., and G. C. Singer, for a place of beginning;
Thence N. 23° 07' 30" E. 51.9 feet to a point in the S. E. Levee R.O.W. line for a corner;
Thence N. 51° 06' 30" W. 418.2 feet to a point in center line of Levee for a corner;
Thence S. 68° 03' 30" W. 29.1 feet to a point in center line of Levee and in center line of this road R.O.W.;
Thence S. 75° 58' 30" W. 31.3 feet to a point in centerline of Levee for a corner;
Thence S. 51° 06' 30" E. 466.2 feet to the place of beginning;
Containing 0.506 acres, more or less: save and except an easement in favor of United States of America, recorded in Volume 336 of the Deed Records of Cameron County, Texas.

For the purpose of opening, constructing and maintaining a permanent Highway, in, along, upon and across the said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representatives having ingress, egress and regress in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to the said highway, or any part thereof.

TO HAVE AND TO HOLD unto the said Cameron County as aforesaid, for the purposes aforesaid, the premises above described.

WITNESS my Hand, this the ¹⁷16 day of August, A. D. 1946.

Fred Rusteberg Jr

460

THE STATE OF TEXAS
COUNTY OF CAMERON

Before me, the undersigned authority, on this day personally appeared Fred Rusteberg, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Given under my hand and seal of office this 16 day of August, 1946.

[Handwritten Signature]

Notary Public in and for Cameron County, Texas.

15131

Basement

Fred Rusteberg, Jr.
to
Cameron County, Texas

FILED FOR RECORD

AT 10:20 O'CLOCK A.M.

AUG 17 1946

H. D. SEAGO
CLERK COUNTY COURT
CAMERON COUNTY, TEXAS

[Signature]
DEPUTY

I certify that the foregoing instrument was recorded Nov 4 1946 at H. J. O. [unclear]

H. U. SEAGO, Clerk,
County Court, Cameron
County, Texas

[Handwritten Signature]
R/W [unclear]
Cameron County, Texas

524/276

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS |
 COUNTY OF CAMERON |

15601

KNOW ALL MEN BY THESE PRESENTS:

THAT Fred Rüsteberg, Jr., joined by his wife, Jessie C. Rüsteberg

for and in consideration of the sum of One Dollar and other good and valuable consideration, to me in hand paid by Cameron County, a political subdivision of the State of Texas, acting by and through its Commissioners' Court, receipt of which is hereby acknowledged, have this day sold, and by these presents do grant, bargain, sell and convey unto the County of Cameron, the free and uninterrupted use, liberty, and privilege of passage in, along, upon and across the following lands in Cameron County, Texas, owned by me, and being more particularly described as follows, to-wit:

A strip of land, approximately 11.2 feet wide, for road right of way purposes out of Block 401 of the E. S. Hunt, Et. Al. Subdivision in Share 31 of the Espiritu Santo Grant of land in Cameron County, Texas; being more fully described as follows:

Said strip of land, of slight variable width, is that part out of Block 401, E. S. Hunt, et al. Subdivision adjoining the South right of way line of a 60 foot County Road, the Southmost Road. The Southern edge of said strip being parallel to and 120 feet from the centerline of the M.F.R.E. (Southmost Spur); containing 0.25 Acres of land, more or less.

For the purpose of opening, constructing and maintaining a permanent highway in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen and representatives having egress, ingress, and regress, in, along, upon and across said premises for the purpose of making additions to, improvements on and repairs to the said highway or any part thereof.

Full power is hereby granted to said County to convey said easement to the State of Texas.

TO HAVE AND TO HOLD unto the said Cameron County as aforesaid for the purposes aforesaid the premises above described.

WITNESS our hand this the 2 day of October 1951.

Fred Rusteberg Jr
Jessie C. Rusteberg

THE STATE OF TEXAS |
COUNTY OF CAMERON |

BEFORE ME, the undersigned authority, on this day personally appeared Fred Rusteberg Jr., and Jessie C. Rusteberg, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said Fred Rusteberg Jr., acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Jessie C. Rusteberg, wife of the said Fred Rusteberg, Jr., having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Jessie C. Rusteberg, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 2 day of October 1951.



Morgan B. Fowler Notary Public
in and for Cameron County, Texas.

15601

Easement

Fred Rusteberg Jr. Et. Ux.

To

Cameron County, Texas.

FILED FOR RECORD

At 11:40 O'clock A.M.

OCT 3 1951

H. D. SEAGO
CLERK COUNTY COURT
CAMERON COUNTY, TEXAS

BY Charles L. Lipp
DEPUTY

I certify that the foregoing instrument OCT - 5 1951 was recorded at 10:25 A.M.

H. D. SEAGO, Clerk
County Court, Cameron
County, Texas

[Signature]
Deputy.

Cameron County
Joe G Rivera
County Clerk
Brownsville, TX 78520



Instrument Number: 2007-00017708

Recorded On: April 04, 2007

As
Real Property

Parties:

To

Billable Pages: 3

Number of Pages: 4

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Real Property	24.00
Total Recording:	24.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2007-00017708
Receipt Number: 375394
Recorded Date/Time: April 04, 2007 11:24:40A
Book-Vol/Pg: BK-OR VL-13669 PG-233
User / Station: Y Hernandez - Cash Station #6

Record and Return To:

EL JARDIN WATER SUPPLY CORPORATION
PO BOX 3491
BROWNSVILLE TX 78523

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public Records in Cameron County, Texas



Joe G. Rivera
Cameron County Clerk

RIGHT OF WAY EASEMENT - II

EL JARDIN WATER SUPPLY CORPORATION

KNOW ALL MEN BY THOSE PRESENTS BROWNSVILLE P.U.B. (here in after called "Grantors" whether one or more persons are named), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by El Jardin Water Supply, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual and exclusive easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across 0.077 acres of land, more particularly described as follows.

DOC 62401, BK OR, VOL 9608, PGS 79-82

Together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above-mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed, generally adjacent to the public road.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, generally adjacent to the public road and the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant and warrant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor have executed this instrument this 4
Day of MAY 20 06.

Javier R. Galvan
10050 SOUTHMOST RD

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF CAMERON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JAVIER R GALVAN known to me to be the person(s) whose name(s) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 4
DAY OF MAY 20 06.



Maria Sepna
Notary Public in and for
CAMERON County, Texas

My Commission Expires
8/11/09

WHEN RECORDED MAIL TO:
EL JARDIN WATER SUPPLY CORP.
P.O. BOX 3491
BRO. TEXAS 78523

Doc Bk Vol Pg
00017708 OR 13669 236

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Apr 04, 2007 at 11:24A

Document Number: 00017708

By
Nancy Gutierrez
Joe G Rivera, County Clerk
Cameron County

Cameron County
Joe G Rivera
County Clerk
Brownsville, TX 78520



70 2011 00026464

Instrument Number: 2011-00026464

As

Recorded On: July 13, 2011

Real Property

Parties:

To

Billable Pages: 5

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Real Property	32.00
Total Recording:	32.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2011-00026464

Receipt Number: 563738

Recorded Date/Time: July 13, 2011 09:17:53A

Book-Vol/Pg: BK-OR VL-17829 PG-216

User / Station: H Perez - Cash Station #4

Record and Return To:

BROWNSVILLE IRRIGATION DISTRICT
6925 COFFEEPORT RD
ATTN: JOE A. BARRERA
BROWNSVILLE TX 78521

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public Records in Cameron County, Texas



Joe G. Rivera
Cameron County Clerk

**ORDER GRANTING PETITIONS OF LANDOWNERS
FOR INCLUSION IN THE BROWNSVILLE IRRIGATION DISTRICT**

WHEREAS, Section 49.301 of the Texas Water Code provides the owners of land may file with the Board of Directors of the District a Petition requesting their land be included in the District; and

WHEREAS, SUMNER FAMILY PARTNERSHIP LTD, a General Partnership, has filed such a Petition, the original of said Petition being attached hereto as Exhibit "L" and incorporated herein for all purposes requesting that their 84.91 acres be included in the District; and

WHEREAS, on the 4th day of February 2011, the Board of Directors did at a regular scheduled and posted meeting consider said Petition and is of the opinion the Petition should be granted and inclusion of the property described in the Petition will be to the advantage of the District and District system is sufficient to supply the added land without injuring land already in the District.

NOW, IT IS THEREFORE ORDERED AS FOLLOWS:

- 1) The Petition of SUMNER FAMILY PARTNERSHIP LTD is approved and granted and the land therein described is hereby included in the District for all purposes subject to the transfer of 75 acres of Class "B" water rights to the District.
- 2) This order shall be entered in the Minutes of the District and a certified copy of this Order along with the Petitions attached thereto shall be recorded in the Office of the Cameron County Clerk.

SIGNED this 8th day of July 2011.

ATTEST:

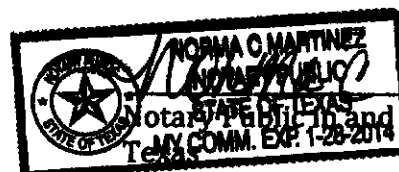
**BROWNSVILLE IRRIGATION
DISTRICT**


LEONARD LOOP, SECRETARY


TOMAS PEREZ, VICE-PRESIDENT

STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on the 8th day of July, 2011, by Tomas Perez and Leonard Loop, Vice-President and Secretary of the Board of Directors of Brownsville Irrigation District, a political subdivision of the State of Texas, on behalf of said political subdivision.




for the State of

**PETITION REQUESTING ANNEXATION
BY LANDOWNER FOR INCLUSION IN THE
BROWNSVILLE IRRIGATION DISTRICT**

**TO: THE BOARD OF DIRECTORS OF BROWNSVILLE IRRIGATION DISTRICT,
CAMERON COUNTY, TEXAS**

The undersigned Owner, hereinafter called "PETITIONER" of the hereinafter described tract of land, hereby petitions to your honorable Board to include in the Brownsville Irrigation District as part of the District the following described property, to-wit:

Being an 84.91 Acre Tract out of a 100.00 acre tract, Block 401, EL JARDIN RE-SUBDIVISION, Share 31, ESPIRITU SANTO GRANT, Cameron County, Texas, said 84.91 acre tract being depicted on the Survey attached as Exhibit "A" and by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes; together with 75 acre feet of Class "B" Water Rights out of Account No. 0175-000 of the Texas Commission of Environmental Quality.

PETITIONER will convey the above-described 75 acre feet of Class "B" Water Rights to the District upon annexation into the District.

PETITIONER'S land is adjacent to the District and PETITIONER will provide any easements necessary to the District for the delivery of irrigation water upon their property.

PETITIONER prays that the Board hear and consider this Petition and add to the District the land described herein if it is feasible, practical and to the advantage of the District and if the District system and other improvements of the District are sufficient or will be sufficient to supply the added land without injuring land already in the District.

Respected submitted,

SUMNER FAMILY PARTNERSHIP, LTD.
a Texas Partnership

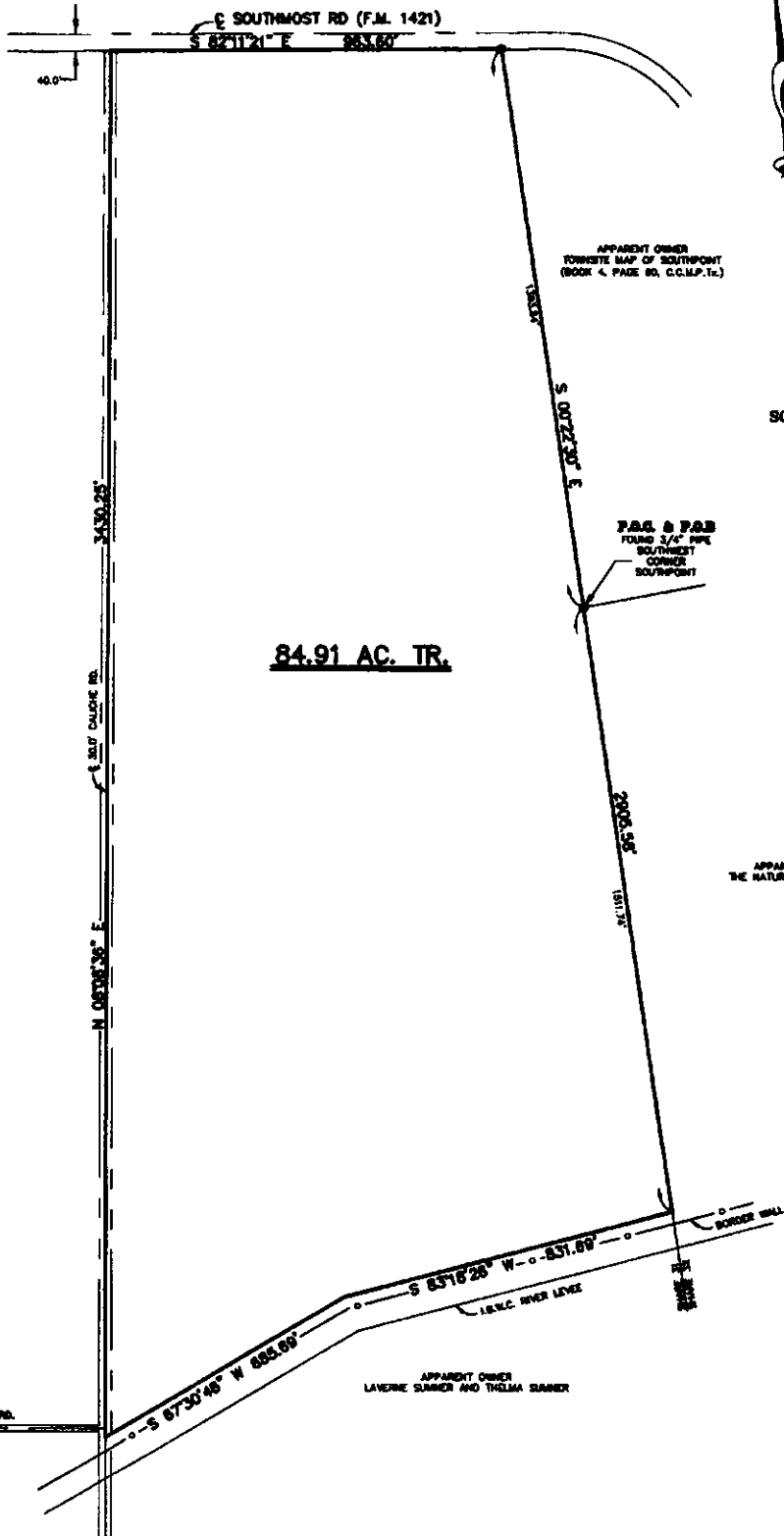
By: Jane Sumner Maher
JANE SUMNER MAHER, MANAGING PARTNER

THE STATE OF OKLAHOMA §
COUNTY OF Grady §

This instrument was acknowledged before me on this 27th day of JUNE, 2011 by JANE SUMNER MAHER, Managing Partner of the SUMNER FAMILY PARTNERSHIP, LTD., a Texas Partnership, on behalf of said SUMNER FAMILY PARTNERSHIP, LTD., a Texas Partnership.

**Phyllis Stark
Notary Public
Grady County Oklahoma
My Commission Expires 10-1-14
Commission # 02015546**

Phyllis Stark
Notary Public for State of Oklahoma



SCALE: 1" = 200'

84.91 AC. TR.

APPARENT OWNER
DOROTHY IRWIN

APPARENT OWNER
TORTURE MAP OF SOUTHPOINT
(BOOK 4, PAGE 80, C.C.M.P., TEX.)

P.A.S. & P.A.B.
FOUND 3/4" PIPE
SOUTHWEST
CORNER
SOUTHPOINT

APPARENT OWNER
THE NATURE CONSERVANCY

APPARENT OWNER
LAVENE SUMNER AND THELMA SUMNER

NOTE:
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE
REPORT.

FLOOD ZONES SHOWN ARE AS PER THE F.I.A FLOOD INSURANCE
MAP OF COMMUNITY PANEL NO. 480101 04008, CAMERON
COUNTY, TEXAS. (FLOOD ZONE "C") EFFECTIVE SEPT. 15, 1983

BEARINGS AND DISTANCES USED ON THIS SURVEY ARE BASED
ON THE RECORDED PLAT OF EL JARDIN SUBDIVISION, SHARE 31
ESPIRITU SANTO GRANT RECORDED IN VOL. 4, PG. 48, MAP
RECORDS OF CAMERON COUNTY, TEXAS.

" The undersigned hereby certifies that this survey, as described
hereon, was made on the ground on 6/8/2011, that there are
no visible encroachments, visible overlappings, apparent conflicts,
or visible easements, except as shown hereon. This survey sub-
stantially conforms to the Minimum Standards of Practice as
approved by the Texas Board of Professional Land Surveyors.

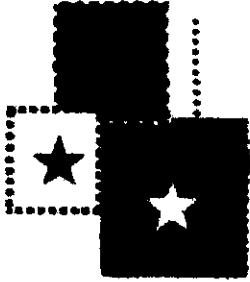
EXHIBIT "A"
BEING A 84.91 ACRE TRACT OF LAND OUT OF A 100.00 ACRE TRACT, BLOCK
401, EL JARDIN RESUBDIVISION, SHARE 31, ESPIRITU SANTO GRANT, CAMERON
COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 4, PAGE
48, MAP RECORDS, CAMERON COUNTY, TEXAS.

FOR: BROWNSVILLE IRRIGATION DISTRICT



G-E & S
GONZALEZ

ENGINEERING & SURVEYING, INC.
101 E. PRICE ROAD, BROWNSVILLE, TX 77801
PHONE: 361-521-1111, FAX: 361-521-1111
TEXAS REGISTRATION NO. 1



G-E-S

GONZALEZ ENGINEERING & SURVEYING, INC.

June 10, 2011
G-E&S # 5-G-008-000

EXHIBIT "B" METES AND BOUNDS DESCRIPTION 84.91 Acre Tract

BEING a 84.91 acre tract of land out of a 100.00 acre tract Block 401 El Jardin Re-Subdivision, Share 31 Espiritu Santo Grant Cameron County, Texas as Recorded in Volume 4, Page 48 of the Cameron County Map Records and said 84.91 acre tract being more particularly located and described as follows; Commencing at a ½ iron pipe found at the Southwest Corner of Townsite map of South Point as recorded in Book 4, Page 60 of the Cameron County Map Records, Cameron County, Texas, for a point of this tract and PLACE OF BEGINNING.

Thence; South 00°- 22'- 30" East a distance of 1511.74 feet for the Southeast Corner of this tract.


Thence; South 83°- 18'- 26" West a distance of 831.69 feet for a Corner of this tract.

Thence; South 67°- 30'- 46" West a distance of 685.69 feet for the Southwest Corner of this tract.

Thence; North 08°- 08'- 36" East a distance of 3430.25 feet for the Northwest Corner of this tract.

Thence; South 82°- 11'- 21" East a distance of 963.60 feet to a ½ iron rod found for the Northeast Corner of this tract.

Thence; South 00°- 22'- 30" East a distance of 1363.84 feet to the PLACE OF BEGINNING and containing 84.91 acres of land more or less.


Edmundo R. Gonzalez, Jr.
Registered Professional Land Surveyor #3732



★ Office: 153 East Price Road Brownsville, Texas 78521 ★ Phone: (956) 546-5516 ★ Fax: (956) 546-2804 ★
★ Mailing: P.O. Box 3104 Brownsville, Texas 78523-3104 ★ E-mail: edmundo@gonzalezengineering.com ★
★ Texas Engineering Firm Registration No.F-1 ★

Doc. Bk. Vol. Ps
00026464 OR 17829 221

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jul 13, 2011 at 09:17A

Document Number: 00026464

By
Hilda Perez
Joe G Rivera, County Clerk
Cameron County

Cameron County
Joe G Rivera
County Clerk
Brownsville, TX 78520



70 2012 00024291

Instrument Number: 2012-00024291

Recorded On: June 25, 2012

As
Real Property

Parties:

To

Billable Pages: 3

Number of Pages: 4

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Real Property	24.00
Total Recording:	24.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-00024291

Receipt Number: 604953

Recorded Date/Time: June 25, 2012 11:42:50A

Book-Vol/Pg: BK-OR VL-18608 PG-230

User / Station: M Pena - Cash Station #6

Record and Return To:

BROWNSVILLE IRRIGATION DISTRICT
6925 COFFEEPORT RD
ATTN: JOE A. BARRERA
BROWNSVILLE TX 78521

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public Records in Cameron County, Texas



Joe G. Rivera
Cameron County Clerk

THE STATE OF OKLAHOMA §
COUNTY OF CHICKASHA §

This instrument was acknowledged before me on this 14 day of July, 2011 by JANE SUMNER MAHER, Managing Partner of the SUMNER FAMILY PARTNERSHIP, LTD., a Texas Partnership, on behalf of said SUMNER FAMILY PARTNERSHIP, LTD., a Texas Partnership.

Phyllis Stark
Notary Public
Grady County Oklahoma
My Commission Expires 10-1-14
Commission # 02015546


Public for State of Oklahoma

MAILING ADDRESS OF GRANTEE:

BROWNSVILLE IRRIGATION DISTRICT
6925 COFFEE PORT ROAD
BROWNSVILLE, TEXAS 78521

STATE OF TEXAS
COUNTY OF CAMERON

NOTICE OF PUBLIC HEARING

June 25, 2012

Doc Bk Val Pg
00024291 OR 18608 233

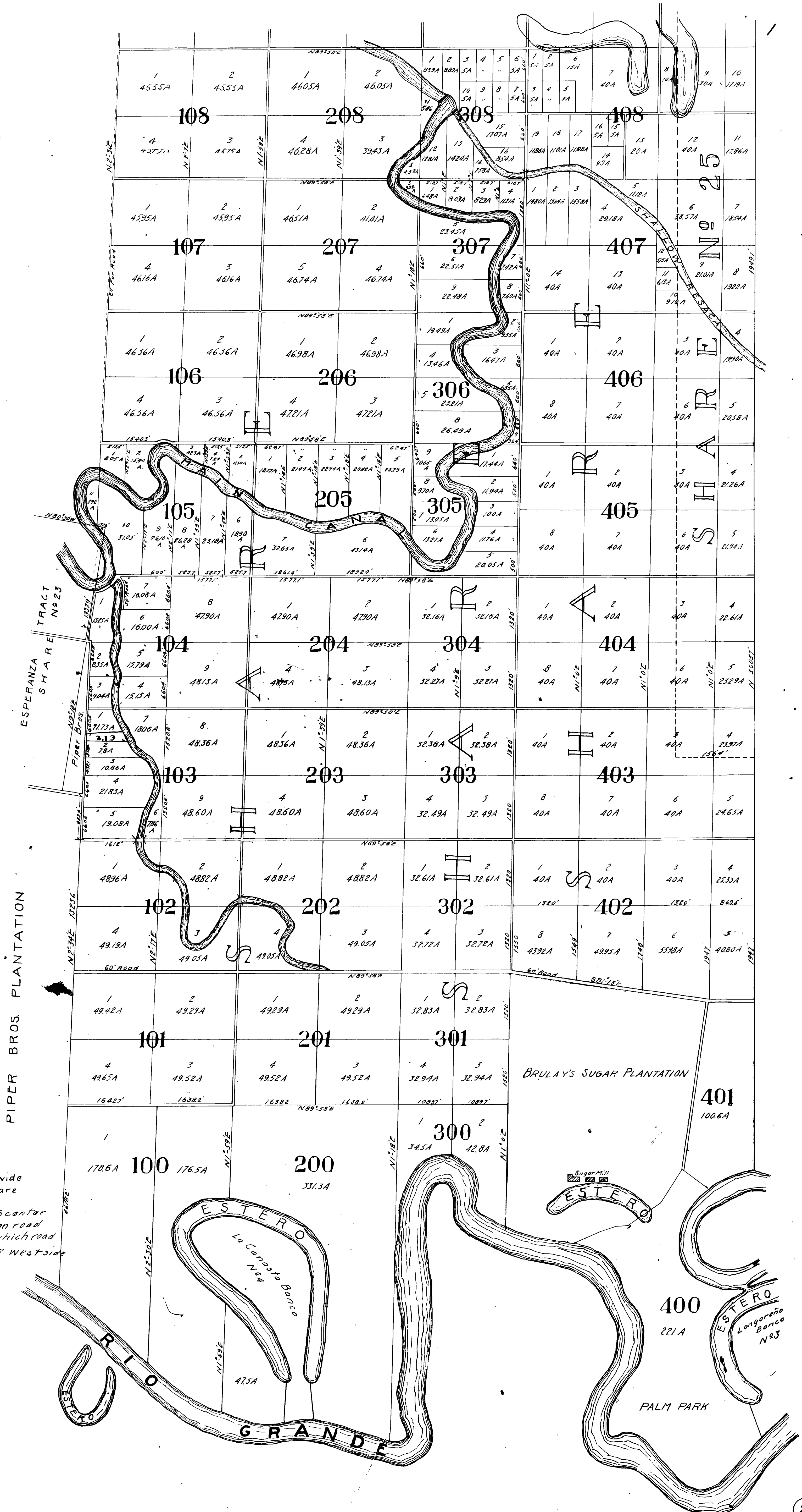
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jun 25, 2012 at 11:42A

Document Number: 00024291

By
Hassie Pena
Joe G Rivera, County Clerk
Cameron County

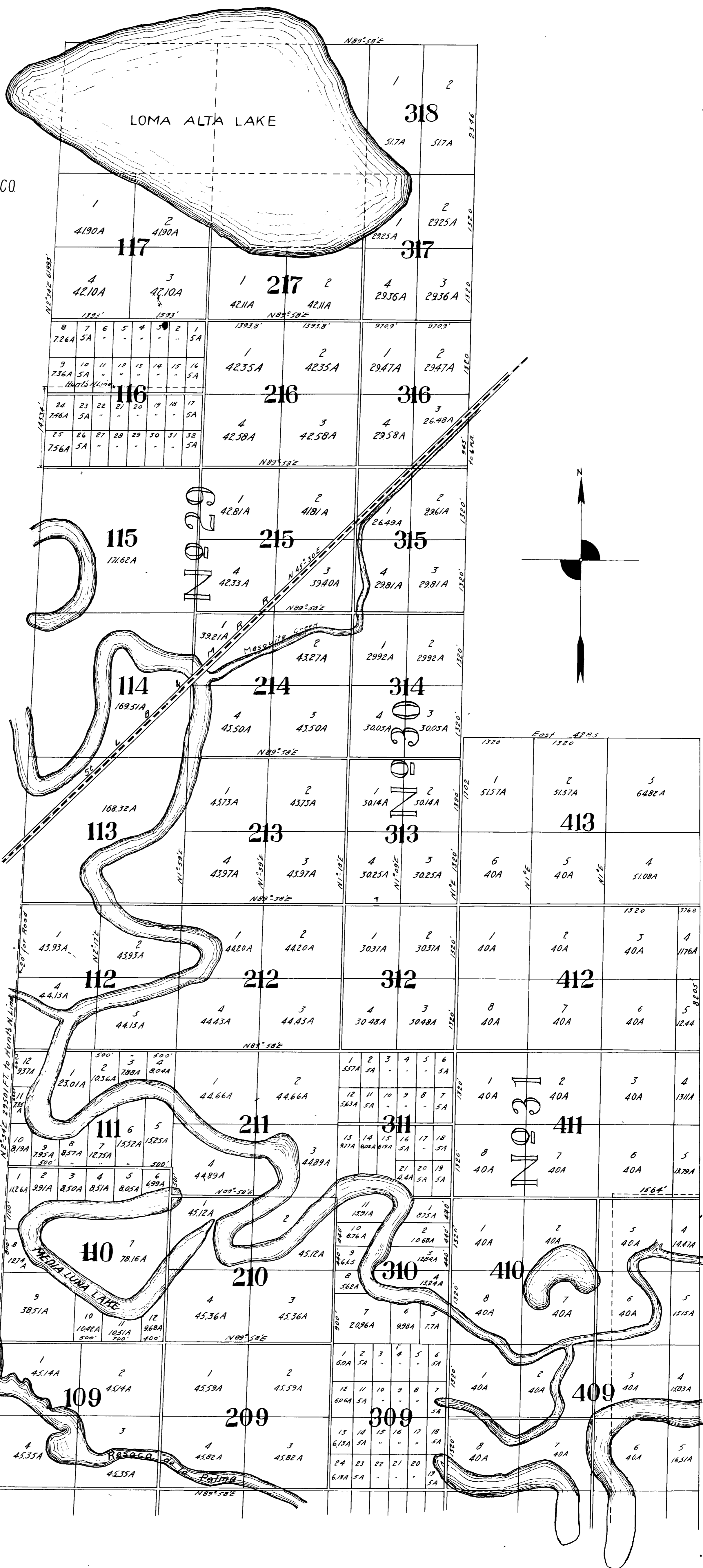
NOTICE OF PUBLIC HEARING

June 25, 2012



Note: All roads are 40 wide except those which are shown otherwise. Distances extend to center of roads except an road bearing N1°E, on which road they extend to the west side.

MAP SHOWING SUBDIVISION
OF
PROPERTY BELONGING TO E.S. HUNT, FRANK RABB,
OSCAR HART, E.C. SHIREMAN & THE INDIANA-TEXAS LAND & IRR. CO.
ESPIRITU SANTO GRANT CAMERON CO TEXAS
 SCALE 1"=1000'



The State of Texas,
 County of Cameron,
 I, W. W. Winslow, Civil Engr. and Surveyor do hereby certify that the plat upon which this is endorsed is a full, true, and correct plat of the tract of land described in the following dedication and as surveyed and subdivided by me.
 Witness my hand at Brownsville Texas, this 7th day of April, AD 1909.
 W. W. Winslow
 Civil Engr. and Surveyor

The State of Texas,
 County of Cameron,
 Before me the undersigned authority, on this day personally appeared W. W. Winslow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein set forth and expressed.
 Witness my hand and official seal this 7th day of April, AD 1909.
 J. A. M. K. H. H.
 Notary Public in and for Cameron Co. Tex.

The State of Texas,
 County of Cameron,
 Known to me by these presents that we E. S. Hunt, Frank Rabb, Oscar Hart, E. C. Shireman and The Indiana Texas Land and Irrigation Co. have caused to be surveyed and subdivided into blocks and platlets, a tract of land of 15040 acres in one body, out of the Espiritu Santo Grant in Cameron Co. Tex. belonging to us, and have caused this map and plat thereof to be made by W. W. Winslow, Civil Engr. and Surveyor. The roadways shown on said map and plat are hereby dedicated to the use of the public as roadways only - it being specifically understood that we reserve rights of ways along, through, over, under and over the said roadways for the construction and operation of steam railways, electric railways, telephone lines, gas, canal and drainage ditches, and all other appliances necessary for a complete system of irrigation and drainage.
 Witness our hands
 E. S. Hunt
 E. C. Shireman
 Frank Rabb Oscar Hart
 The Indiana-Texas Land & Irr. Co.
 William W. Picken Pres. Nicholas Noel Secy

The State of Missouri,
 County of Clay,
 Before me the undersigned authority, on this day personally appeared E. S. Hunt, known to me to be the person whose name is subscribed to the foregoing dedication and acknowledged to me that he executed the same for the purposes and considerations therein set forth and expressed.
 Witness my hand and seal of office this 30th day of March, A.D. 1909.
 My commission expires
 May 21 1912
 Martin E. Lawson
 Notary Public in and for Clay County Mo.

The State of Texas,
 County of Cameron,
 Before me the undersigned authority, on this day personally appeared Frank Rabb, known to me to be the person whose name is subscribed to the foregoing dedication and acknowledged to me that he executed the same for the purposes and considerations therein set forth and expressed.
 Witness my hand and official seal this 26th day of March, A.D. 1909.
 R. B. Breager
 Notary Public in and for Cameron Co. Tex.

The State of Indiana,
 County of Marion,
 Before me the undersigned authority on this day personally appeared E. C. Shireman and Oscar Hart, known to me to be the persons whose names are subscribed to the foregoing dedication and they each acknowledged to me that they executed the same for the purposes and considerations therein expressed.
 Witness my hand and seal of office this 25th day of April, A.D. 1909.
 My commission expires
 July 5th 1911
 Frank M. Kuebler
 Notary Public in and for Marion Co.

Filed for record at 4 o'clock P.M. April 7th A.D. 1909
 and duly returned at 2:30 o'clock P.M. April 14th
 A.D. 1909.

J. Webb
 Co. Clerk
 By M. D. [Signature]

State of Texas
County of Cameron
James Dickinson Farm Mortgage Co, a corporation
of Cameron County Texas C. F. Thomas of Cameron County, Texas the owners of certain lands in shares
of the Spiritu Santo Grant Cameron County Texas as shown on a Map of a
12.5 Acre Subdivision out of the B. and J. Co. holding in share 28 of the Spiritu Santo Grant
recorded in Book 2898 Page 47 and 48 and "Plan showing Subdivision of Property being in
1/2 Acre blocks" recorded in Plat Book 2, 1st Page 28 and 29 have caused certain
portions of said lands to be surveyed, re-subdivided and plotted into blocks and
caused new roadways to be laid out as shown on the hereto attached map and they hereby
dedicate to public use an easement over all said new roadways for all purposes of road
ways except such purposes and uses as are named in the next succeeding paragraph
to said Dickinson Farm Mortgage Co, and C. F. Thomas have the right and hereby
reserve the right to occupy and use the roadways shown on this map for purposes
of construction, maintaining and operating canals, ditches, drains, conduits, drains,
power lines poles and wires, for the distribution and sale of heat, light, power, steam,
oil and gas, and for drainage and sewerage and telegraph and telephone lines
and for purposes of constructing, maintaining, and operating railroads and other
lines of transportation of any character for the carriage of freight and passen-
gers. The rights herein reserved may be transferred in whole or in part to other
persons, firms or corporations or may be dedicated to public use in testimony
whereof the above named parties have signed these presents on this 26 day of
May A. D. 1920

James Dickinson Farm Mortgage Co
By Leo B. James
Attest Walter J. Ehlers
Secretary
C. F. Thomas

State of Texas
County of Cameron
Before me the undersigned authority, on this day personally appeared Leo B. James
President and Walter J. Ehlers, Secretary, of James Dickinson Farm Mortgage Co, of
Cameron County Texas known to me personally to be the persons whose names
are subscribed to the foregoing instrument and severally acknowledged to me
that they each executed the same as the act and deed of James Dickinson
Farm Mortgage Co of Cameron County Texas and as President and Secretary thereof res-
pectively and for the purposes and considerations therein expressed
Given under my hand and seal of office this 26 day of May A. D. 1920
B. H. Fowler
Notary Public in and for Cameron Co. Tex

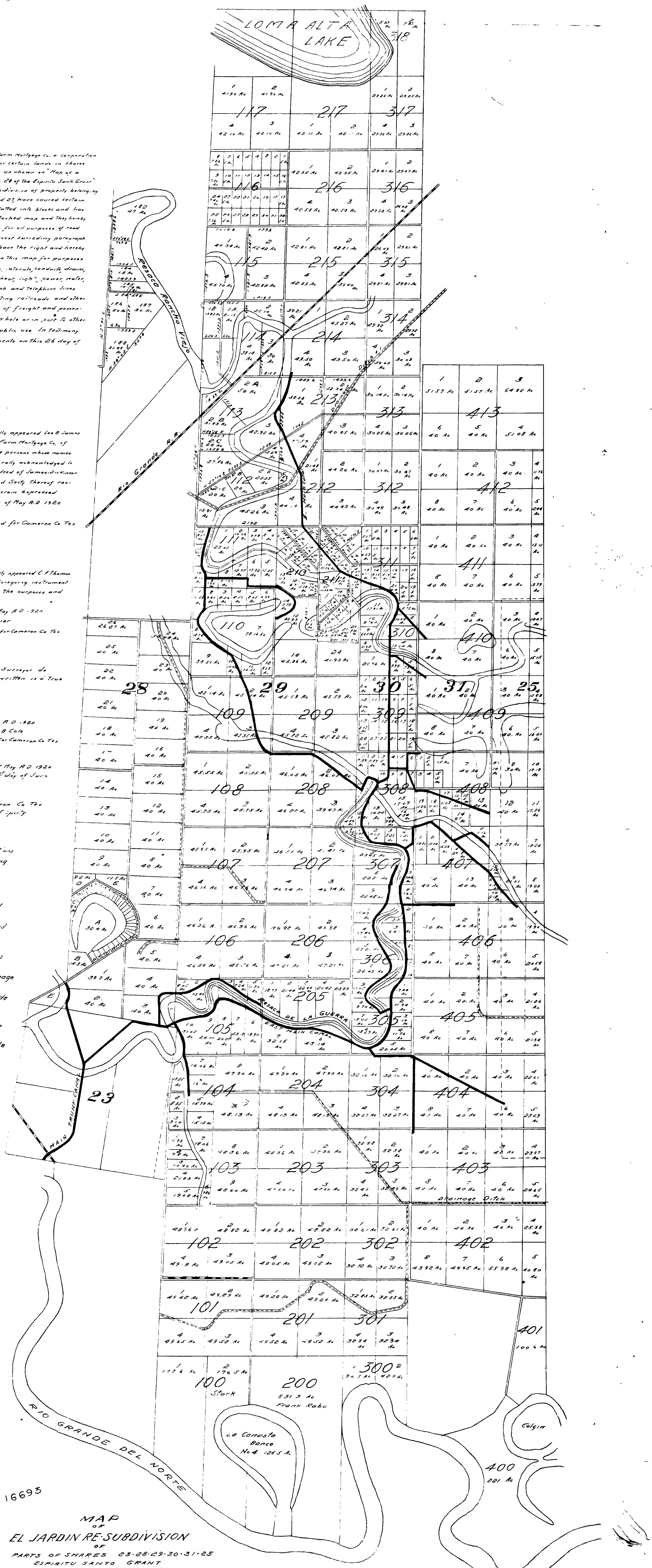
State of Texas
County of Cameron
Before me the undersigned authority, on this day personally appeared C. F. Thomas
known to me to be the person whose name is subscribed to the foregoing instrument
and acknowledged to me that he executed the same for the purposes and
considerations therein expressed
Given under my hand and seal of office this 26 day of May A. D. 1920
B. H. Fowler
Notary Public in and for Cameron Co. Tex

State of Texas
County of Cameron
I, A. E. Anderson, Civil Engineer and Surveyor do
hereby certify that the map upon which this is written is a true
map of the lands shown thereon
A. E. Anderson

Given to and subscribed before me this day of A. D. 1920
A. B. Cole
Notary Public in and for Cameron Co. Tex

Filed for record at 11:25 o'clock A.M. on the 27 day of May A. D. 1920
and duly recorded at 11:25 o'clock A.M. on the 14 day of June
A. D. 1920 at Page 48 of Plat Book 2
J. Webb
Clerk of Court of Cameron Co. Tex
By I. Zarate 1 July

Notes:
Measurements and acreage shown on re-subdivided portions
of this map extend to center of roads with following
exceptions
Along W. side Blocks 12-13 to W. side of road
Along NW side Lots 2-A-2-B of Block 113 to NW
Side of Road
Along N.E. side Lot 14 Block 210 to center of Canal
Along W. side Block 182 to W. side of Road
Along S. side Block 18 of Share 28 to S. side of Road
Along N. side Blocks 24-26 of Share 28 to
N. side of Road
Retegers and measurements shown in Blocks
210-211 extend to center of Canal.
All acreage shown on this map include drainage
Right of Way except in Block 212-213
All new roads shown on this map are 40' wide
with following exceptions.
Along W. side Blocks 12-13 - 20' wide
Along N. sides of Blocks 24-26 of Share 28
20' wide
Along S. sides Blocks 16-17 of Share 28 - 60' wide



16695
MAP
OF
EL JARDIN RE-SUBDIVISION
OF
PARTS OF SHARES 23-28-29-30-31-25
ESPIRITU SANTO GRANT
CAMERON COUNTY TEX.
BY
JAMES DICKINSON FARM MORTGAGE CO
C. F. THOMAS AND OTHERS
1920