

Cameron County  
Joe G Rivera  
County Clerk  
Brownsville, TX 78520



Instrument Number: 2008-00038234

Recorded On: August 21, 2008

As  
Real Property

Billable Pages: 12  
Number of Pages: 13

Parties:  
To

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:**

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**Record and Return To:**

BRIAN G JANIS PC  
1325 PALM BLVE STE B  
BROWNSVILLE TX 78520

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

## EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made as of the 16th day of July, 2008, by and between the PORT ISABEL-SAN BENITO NAVIGATION DISTRICT, a political subdivision of The State Of Texas organized and created pursuant to Article III, Section 52 of the Texas Constitution and existing under and by virtue of the laws of The State Of Texas ("Grantor") and COWEN ISLAND PROPERTIES, LP, a Texas limited partnership ("Grantee").

## RECITALS:

A. Grantor is the fee owner of that certain tract of land in Cameron County, Texas, more fully described on Exhibit A attached hereto and depicted on Exhibit B attached hereto ("Easement Tract") which is adjacent to the Gulf Intracoastal Waterway ("Intracoastal").

B. Grantee's affiliate is under contract to purchase that certain tract of land in Cameron County, Texas, adjacent to the Easement Tract, more fully described on Exhibit C attached hereto (together with any adjacent property subsequently acquired by Grantee or an affiliate thereof, "Development Tract").

C. Section 63.153 of the Texas Water Code permits the Grantor to exercise all rights, powers and authority granted to navigation districts, including pursuant to Section 63.152 of the Texas Water Code, to make improvements for: (a) navigation of inland and coastal water, (b) the preservation and conservation of inland and coastal water for navigation; (c) the control and distribution of storm water and floodwater of rivers and streams in aid of navigation; and (d) any purposes stated in Article XVI, Section 59, of the Texas Constitution necessary or incidental to the navigation of inland and coastal water.

D. Further, Grantor pursuant to Section 60.101 of the Texas Water Code may convey land for all facilities necessary or useful in the operation or development of the District's ports and waterways or in aid of navigation in the ports and on the waterways.

E. Grantor has agreed to grant, to be effective upon Grantee's or its affiliate's acquisition of all or any portion of Development Tract, a perpetual easement over and across the Easement Tract in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual easement (the "Easement") over the Easement Tract for the purposes described below, which Easement will be effective upon Grantee's or its affiliate's acquisition of all or any portion of Development Tract. The Easement is hereby granted for creating, digging, cutting, dredging and maintaining connections between the Intracoastal and various canals that Grantee anticipates creating on the Development Tract for boat access between the Development Tract and the Intracoastal and relocating such connections from time to time as desired by Grantee; installing and maintaining the plantings described in Section 2 below; use and maintenance of the Easement Tract for conservation and recreational purposes; and ancillary and related purposes, and for no other

purpose. The boat access and recreational use purposes described above shall be for the benefit of the owners and occupants of the Development Tract and their invitees and licensees. The construction and maintenance easements described above may be exercised by Grantee and its agents, employees and contractors.

2. Grantee Construction and Maintenance. The Easement described in Section 1 above establishes the right but not the obligation, at Grantee's sole cost and expense, for Grantee to cut, dig and dredge approximately five (5) canal/Intracoastal connections on the Easement Tract and to install bulkheads and related improvements to establish and maintain such connections. In connection with and conditioned upon Grantee's exercise of its right to create such canal/Intracoastal connections, Grantee agrees to engage an environmental consultant (currently contemplated to be Belaire Environmental, Inc.) to prepare an environmental impact study related to Grantee's cutting, digging and dredging of canals through the Easement Tract. The study may include mapping of each vegetation community, sounding, seagrass, mangrove and oyster surveys, and assembling a mitigation site selection survey and mitigation plan. Based on the results of the above-referenced study, in the event that Grantee exercises its rights to create canal/Intracoastal connections on the Easement Tract, Grantee will initiate a mitigation plan and ongoing maintenance plan with respect to such work on the Easement Tract reasonably acceptable to Grantee and the permitting agencies involved with this work, including Grantor. The parties agree that the Easement Tract will serve as a buffer zone between the Development Tract and the Intracoastal and Grantee agrees not to build permanent occupied structures on the Easement Tract without the prior written consent of Grantor. Prior to creation of such canal/Intracoastal connections, Grantee must obtain Grantor's approval of the plans and specifications therefor, which approval will not be unreasonably withheld, conditioned or delayed. Any permits or approvals required by governmental authorities for such construction are to be obtained by Grantee.

3. Maintenance of Easement Tract Prior to and During Construction. Prior to the exercise of its construction rights described in Section 2 above, Grantee shall maintain the Easement Tract in substantially the condition existing as of the date of this Agreement. In connection with the exercise of its construction rights described in Section 2 above, Grantee shall promptly restore any damage to the Easement Tract caused by such construction activities to a condition as near as is possible to the condition which existed prior to the commencement of such work. All such work shall be performed by Grantee in a good and workmanlike manner and in compliance with all applicable laws.

4. Indemnity. GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR FROM ANY AND ALL LIABILITY OR DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES IN CONNECTION THEREWITH) WHICH GRANTOR MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS, LIENS, SUITS, DAMAGES, LOSSES, JUDGMENTS OR AWARDS AGAINST GRANTOR ARISING OUT OF OR AS A RESULT OF THE USE OF THE EASEMENT.

5. Matters Affecting Conveyance. Each party hereto represents and warrants to the other party that it has full capacity and authority to grant all rights and assume all obligations that are set forth in this Agreement. This conveyance is made by Grantor and accepted by Grantee

subject to any and all encumbrances affecting the Easement Tract to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the Official (Real Property) Records of Cameron County, Texas.

6. Binding Effect. The Easement herein granted and the agreements herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon, the Development Tract and the Easement Tract, the current owners thereof, and their respective successors and assigns in ownership thereof; however, there are no third party beneficiaries to this Agreement. Notwithstanding the foregoing, Grantee may assign all or any portion of its rights, agreements, covenants, indemnities and/or obligations hereunder to an association of owners of all or any portion of the Development Tract ("Association"), and upon the written assumption thereof by the Association, the named Grantee and any prior assigns shall be relieved of such further obligations under this Easement. It is further agreed that the construction rights and obligations set forth in Section 2 above shall only be exercisable by and applicable to the Grantee named herein or any assignee of such named Grantee (which is an owner of property within the Development Tract or the Association) as evidenced by a written instrument filed for record in the said Official (Real Property) Records by the then holder of such rights and obligations, specifically assigning such rights and obligations hereunder, and shall not be the responsibility of any other owner of property within the Development Tract. Otherwise, and except as indicated above, this Easement Agreement shall not be assigned in whole or in part by either party without the consent and approval of the other party, set forth in writing and signed by both parties.

7. Notices. Any notice required or permitted to be delivered to a party under the provisions of this Agreement shall be deemed validly given, whether actually received or not, when addressed to such party at the address specified below or such other address as shall be specified by written notice delivered by such party, and (i) deposited in a United States Postal Service depository, postage prepaid, registered or certified, return receipt requested, (ii) when hand delivered to such address with delivery receipt required, (iii) when deposited with a recognized (overnight) courier service addressed to such address with delivery receipt required, or (iv) when telefaxed to such address with transmission receipt (subsequently) required.

The initial notice addresses of the parties are:

Port Isabel-San Benito Navigation District  
250 Industrial Drive  
Port Isabel, Texas 78578  
Attention: Port Director

Cowen Island Properties, LP,  
4695 Towerwood Drive  
Brownsville, Texas 78521  
Attention: John F. Cowen

8. No Partnership or Public Grant. This Agreement shall not create an association, partnership, joint venture, or a principal and agency relationship between the owner of the

Easement Tract and Development Tract and/or the owner of any other parcel. Nothing contained herein shall be construed or interpreted to create a grant to the general public.

9. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.

10. No Merger. It is expressly understood and agreed that the easements, rights and privileges granted and conveyed herein shall not be merged or extinguished by reason of the fact that the legal or beneficial title to the Easement Tract and Development Tract (or any interest therein or part thereof), as the case may be, is or may be vested in the same person or entity, except if said owner expressly states an intent for such merger to occur in a document filed of record.

11. Amendment. This Agreement may be modified or amended only upon the filing in the Official (Real Property) Records of Cameron County, Texas of an instrument executed by the owner of the Easement Tract and the owner of all or any portion of the Development Tract which is the "Approving Party" hereunder for the Development Tract. The consent of any other owner of property within the Development Tract shall not be necessary for any such amendment to be effective upon all owners of the Development Tract. The initial Approving Party for the Development Tract shall be the named Grantee herein. Approving Party status may be assigned to another owner of all or any portion of the Development Tract or the Association, as evidenced by a written instrument filed for record in the Official (Real Property) Records by the current Approving Party specifically assigning such status.

12. Arbitration. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE SETTLED (EXCEPT WHERE THE PARTIES HERETO RESOLVE ANY SUCH DISPUTE, CONTROVERSY OR CLAIM BY AGREEMENT) BY ARBITRATION ONLY (I.E., ANY SUCH DISPUTE, CONTROVERSY OR CLAIM WILL NOT BE RESOLVED BY OR THROUGH ANY COURT OR JUDICIAL PROCEEDING, AND FURTHER, THERE SHALL BE NO PRE-TRIAL DISCOVERY; PROVIDED, HOWEVER, THAT AT THE REQUEST OF EITHER PARTY, CONSISTENT WITH THE EXPEDITED NATURE OF THE ARBITRATION AND THE RULES REFERENCED BELOW, THE ARBITRATOR SHALL DIRECT THE PRODUCTION OF DOCUMENTS AND OTHER INFORMATION [INCLUDING ALL EXHIBITS TO BE SUBMITTED AT THE HEARING] AND THE IDENTIFICATION OF ANY WITNESSES TO BE CALLED AND A SUMMARY OF CONTENTIONS OF EACH PARTY), IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT AND THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THIS DOES NOT REQUIRE THE USE OF SUCH ASSOCIATION, AND SUCH RULES ARE ONLY PROCEDURES FOR THE ARBITRATION), USING ONE ARBITRATOR, TO BE SELECTED BY AGREEMENT OF THE PARTIES -- SUCH ARBITRATION TO BE CONDUCTED IN BROWNSVILLE, CAMERON COUNTY, TEXAS, IN THE ENGLISH LANGUAGE -- AND A JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

The parties agree that nothing herein shall be considered as immunity from suit for breach of contract claims under Texas or federal law.

13. Attorney Fees. If any proceeding is initiated to resolve a dispute arising under or relating to this Agreement by any of the parties hereto, it is expressly agreed that the prevailing party shall be entitled to recover from the other party reasonable attorney fees and expenses in addition to any other relief that may be awarded.

14. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (AND WHERE APPLICABLE, THE LAWS OF THE UNITED STATES OF AMERICA); THE OBLIGATIONS AND UNDERTAKINGS OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN CAMERON COUNTY, TEXAS.

15. Section Headings. Section headings contained herein are for convenience only and shall not be considered in interpreting or construing this Agreement.

16. Warranties Or Representations. NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IS BEING MADE BY ANY PARTY IN CONNECTION WITH THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, except as set forth in this instrument.

17. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights granted herein and the obligations assumed herein, and supersedes any prior understandings, representations, memorandums or agreements regarding the easement that is the subject of this Agreement; any oral representations or modifications concerning this instrument shall be of no force or effect.

18. Survival. All of the terms of this Agreement shall survive the execution and performance of this Agreement.

19. Limitation Of Liability. THE PARTIES HERETO HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS EACH OTHER PARTY FOR ANY AND ALL CLAIMS ARISING FROM THE ENTRY INTO, THE EXECUTION OF, THE ENFORCEMENT OF, OR THE INTERPRETATION OF THIS AGREEMENT.

20. Construction Of Instrument. Except as otherwise provided in Section 6 above, the words "Grantor" or "Grantee" as used herein are hereby defined to include the respective successors and assigns of Grantor and Grantee; as used in this Agreement, whenever the context so indicates, (1) the masculine, feminine or neuter gender, (2) the singular or plural number, and (3) the individual or corporate capacity, shall each be deemed to include the others.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

GRANTOR:

PORT ISABEL - SAN BENITO  
NAVIGATION DISTRICT

BY: Victor Barrera 7/16/08

Victor Barrera,  
Chairman Of The Navigation &  
Canal Commission

ATTEST:

Robert A. Ostos (07-16-08)

Robert A. Ostos,  
Secretary Of The Navigation & Canal  
Commission

THE STATE OF TEXAS           §  
  §  
COUNTY OF CAMERON         §

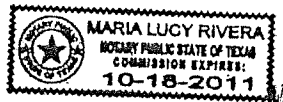
This instrument was acknowledged before me on July 16<sup>th</sup>, 2008 by VICTOR BARRERA, Chairman of the Navigation & Canal Commission of the PORT ISABEL - SAN BENITO NAVIGATION DISTRICT, a political subdivision of The State Of Texas, on behalf of said District.

[SEAL]

Maria Lucy Rivera  
Notary Public, State of Texas

My Commission expires:  
10-18-2011

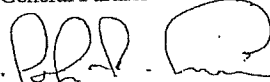
MARIA LUCY RIVERA  
Printed Name of Notary Public



GRANTEE:

COWEN ISLAND PROPERTIES, LP,  
a Texas limited partnership

By: COWEN ISLAND PROPERTIES, GP,  
LLC, a Texas limited liability company,  
its General Partner

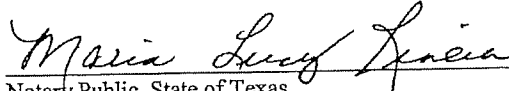
By:   
John F. Cowen, Manager

THE STATE OF TEXAS       §  
  §  
COUNTY OF CAMERON       §

BEFORE ME, the undersigned authority, on this day personally appeared John F. Cowen, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Manager of Cowen Island Properties, GP, LLC, a Texas limited liability company, the general partner of Cowen Island Properties, LP, a Texas limited partnership, and acknowledged to me that he executed same as the act and deed of said limited liability company and limited partnership, in his official capacity therein stated, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16<sup>th</sup> day of July, 2008.

[SEAL]

  
Notary Public, State of Texas

My Commission expires:  
10-18-2011

MARIA LUCY RIVERA  
Printed Name of Notary Public

RETURN TO:

Brian G. Janis, P.C.  
1325 Palm Boulevard, Suite B  
Brownsville, Texas 78520-7268  
Telephone: 956/541-2168  
Telefax: 956/541-8663

PREPARED BY:

Allan S. Katz, Esq.  
Winstead PC  
5400 Renaissance Tower  
1201 Elm Street  
Dallas, Texas 75270  
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Telefax: 214/745-5390

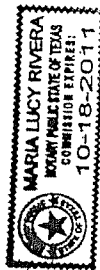




Exhibit A

Legal Description of Easement Tract

BEING A 5.977 ACRE TRACT OF LAND LYING ADJACENT TO A CERTAIN 230.59 ACRE TRACT OF LAND RECORDED IN VOLUME 119, PAGE 252-256, OF THE DEED RECORDS OF CAMERON COUNTY, TEXAS. SAID 5.977 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AND LOCATED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID 230.59 ACRE TRACT;

THENCE, S 70° 31' 25" W, A DISTANCE OF 68.92 FEET FOR THE SOUTHWEST CORNER OF SAID 5.977 ACRE TRACT;

THENCE, N 10° 40' 15" W, A DISTANCE OF 510.12 FEET FOR A CORNER;

THENCE, N 1° 09' 41" E, A DISTANCE OF 620.88 FEET FOR A CORNER;

THENCE, N 11° 33' 03" E, A DISTANCE OF 333.83 FEET FOR A CORNER;

THENCE, N 17° 45' 58" E, A DISTANCE OF 1392.02 FEET FOR THE NORTHWEST CORNER OF SAID TRACT;

THENCE, S 55° 19' 42" E, A DISTANCE OF 95.59 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 4732.48 FEET, A CENTRAL ANGLE OF 10° 14' 15", AND A CHORD OF 844.47 FEET BEARING S 18° 18' 03" W AND A POINT ON THE WEST LINE OF SAID 230.59 ACRE TRACT;

THENCE, SOUTH ALONG SAID CURVE, A DISTANCE OF 845.60 FEET FOR A POINT ALONG THE WEST LINE OF SAID 230.59 ACRE TRACT;

THENCE, S 13° 10' 55" W, A DISTANCE OF 600.03 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 3091.07 FEET AND A CENTRAL ANGLE OF 24° 29' 52", A POINT OF CURVATURE;

THENCE, SOUTH ALONG SAID CURVE, A DISTANCE OF 1321.63 FEET TO THE PLACE OF BEGINNING;

SAID DESCRIBED TRACT CONTAINING 5.977 ACRES (260,358 SQUARE FEET), MORE OR LESS.



**Exhibit C**

**Legal Description of Development Tract**

BEING A 104.14 ACRE TRACT OF LAND SITUATED IN A PART OF PATENT 6, 468 AND 333, CAMERON COUNTY, TEXAS, SAID 104.14 ACRE TRACT BEING COMPRISED OF 104.14 ACRES OUT OF A CERTAIN 724.58 ACRE TRACT DESCRIBED IN THE INSTRUMENT IN VOLUME 137, PAGE 391, MISCELLANEOUS DEED RECORDS OF CAMERON COUNTY, TEXAS, SAID 104.14 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF A CERTAIN 230.59 ACRE TRACT DESCRIBED IN THE INSTRUMENT RECORDED IN VOLUME 119, PAGES 252-256, MISCELLANEOUS DEED RECORDS OF CAMERON COUNTY, TEXAS FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, ALONG THE SOUTH OF SAID 230.59 ACRE TRACT, NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1,650.02 FEET AND SOUTH 70 DEGREES 31 MINUTES 25 SECONDS WEST, A DISTANCE OF 1,054.74 FEET TO THE SOUTHWEST CORNER OF SAID 230.59 ACRE TRACT AND THE SOUTHWEST CORNER OF THIS TRACT ALSO BEING THE WEST PROPERTY LINE OF SAID 724.58 ACRE TRACT;

THENCE, WITH THE WEST PROPERTY LINE OF SAID 724.58 ACRE TRACT, NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 3,091.07 FEET, AN ARC DISTANCE OF 1,321.63 FEET TO A POINT FOR A CORNER OF THIS TRACT;

THENCE, CONTINUING ALONG THE WEST PROPERTY LINE OF SAID 724.58 ACRE TRACT, NORTH 13 DEGREES 10 MINUTES 55 SECONDS EAST, A DISTANCE OF 600.03 FEET TO A POINT FOR A CORNER OF THIS TRACT;

THENCE, CONTINUING ALONG THE WEST PROPERTY LINE OF SAID 724.58 ACRE TRACT, NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,732.48 FEET, AN ARC DISTANCE OF 923.74 FEET TO A POINT FOR A CORNER OF THIS TRACT;

THENCE, SOUTH 55 DEGREES 26 MINUTES 19 SECONDS EAST, A DISTANCE OF 2,345.55 FEET FOR A CORNER OF THIS TRACT;

THENCE, NORTH 34 DEGREES 33 MINUTES 41 SECONDS EAST, A DISTANCE OF 52.94 TO A POINT ALONG THE EAST LINE OF SAID 230.59 ACRE TRACT FOR A CORNER OF THIS TRACT;

THENCE, ALONG THE EAST LINE OF SAID 230.59 ACRE TRACT, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 161.42 FEET TO A POINT FOR A CORNER OF THIS TRACT;

THENCE, SOUTH 55 DEGREES 26 MINUTES 19 SECONDS EAST, A DISTANCE OF 48.22 FEET TO A POINT FOR A CORNER OF THIS TRACT;

THENCE, SOUTH 34 DEGREES 33 MINUTES 41 SECONDS WEST, A DISTANCE OF 70.00 FEET TO A POINT IN THE EAST LINE OF SAID 230.59 ACRE TRACT FOR A CORNER OF THIS TRACT;

THENCE, ALONG THE EAST LINE OF SAID 230.59 ACRE TRACT, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 33.73 FEET AND SOUTH 15 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.44 FEET TO A POINT FOR A CORNER OF THIS TRACT;

THENCE, SOUTH 55 DEGREES 26 MINUTES 19 SECONDS EAST, A DISTANCE OF 82.14 FEET TO A POINT FOR A CORNER OF THIS TRACT;

THENCE, SOUTH 34 DEGREES 33 MINUTES 41 SECONDS WEST, A DISTANCE OF 70.00 FEET TO A POINT IN THE EAST LINE OF SAID 230.59 ACRE TRACT FOR A CORNER OF THIS TRACT;

THENCE, ALONG THE EAST LINE OF SAID 230.59 ACRE TRACT, SOUTH 15 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 231.26 FEET TO A POINT FOR A CORNER OF THIS TRACT;

THENCE, SOUTH 55 DEGREES 26 MINUTES 19 SECONDS EAST, A DISTANCE OF 82.14 FEET TO A POINT FOR A CORNER OF THIS TRACT;

THENCE, SOUTH 34 DEGREES 33 MINUTES 41 SECONDS WEST, A DISTANCE OF 70.00 FEET TO A POINT IN THE EAST LINE OF SAID 230.59 ACRE TRACT FOR A CORNER OF THIS TRACT;

THENCE, ALONG THE EAST LINE OF SAID 230.59 ACRE TRACT, SOUTH 15 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 244.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 104.14 ACRES OF LAND, MORE OR LESS.

Dallas 1\5234788\6  
49218-3 7/15/2008

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FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Aug 21, 2008 at 11:01A

Document Number: 00038234

By  
Part Time  
Joe G Rivera, County Clerk  
Cameron County