

AMENDMENT
TO FARM AND RANCH CONTRACT DATED JUNE 2, 2009,
BETWEEN BARRY DICKERSON and wife, LINDA R. DICKERSON
AND HIDALGO COUNTY, TEXAS
CONCERNING THE PROPERTY AT

(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)



- (1) The Sales Price in Paragraph 3 of the contract is:
 - A. Cash portion of Sales Price payable by Buyer at closing \$ _____
 - B. Sum of financing described in the contract \$ _____
 - C. Sales Price (Sum of A and B) \$ _____
- (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:
 - _____ (3) The date in Paragraph 9 of the contract is changed to **July 30, 2009**.
 - (4) The amount in Paragraph 12A(1)(b) of the contract is changed to _____
 - (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ _____ by Seller; \$ _____ by Buyer.
 - (6) Buyer has paid Seller an additional Option Fee of \$ _____ for an extension of the unrestricted right to terminate the contract on or before _____, 200. This additional Option Fee — will — will not be credited to the Sales Price.
 - (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
 - (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Financing Approval as set forth in the Third Party Financing Condition Addendum is changed to _____, 200_
 - (9) Other Modifications: (Insert only factual statements and business details applicable to this sale). The legal description shown in the Contract as 112.29 acre tract shall be deleted and the attached legal description of 127.99 acre tract attached hereto as Exhibit A to this Amendment shall be substituted in lieu thereof.

All of the other terms and conditions of the Farm and Ranch Contract shall remain in full force and effect.

EXECUTED the 29th day of July, 2009 BUT EFFECTIVE AS OF JUNE 2, 2009. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE).

Hidalgo County, Texas, Buyer

By: _____


Seller: Barry Dickerson

Seller: Linda R. Dickerson

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No. 4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
PARCEL: DICKERSON TRACT No. 1

A 127.99 ACRE TRACT OF LAND BEING ALL OF LOTS 2, 3 AND 7, AND THE NORTH 10.48 ACRES OF LOT 10, R.B. CURRY SURVEY No. 4, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTRY DEED RECORDED IN VOLUME 1730, PAGE 28, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET IN THE CENTERLINE OF TEX-MEX ROAD FOR THE NORTHEAST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°14'W), ALONG THE EAST LINE OF LOTS 2 AND 7, PASSING AT 1,958.50 FEET THE CENTERLINE OF CURRY ROAD (NOT OPEN), A TOTAL DISTANCE OF 2,220.50 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°51'W, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,722.40 FEET FOR THE EAST RIGHT OF WAY LINE OF DILLION ROAD, A TOTAL DISTANCE OF 1,742.40 FEET TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 10 AND IN THE CENTERLINE OF DILLION ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°14'E (DEED RECORD: NORTH), ALONG THE WEST LINE OF LOTS 7 AND 10, AND THE CENTERLINE OF DILLION ROAD, PASSING A COTTON PICKER SPINDLE SET AT 262.00 FEET FOR THE CENTERLINE OF CURRY ROAD, THE SOUTHWEST CORNER OF LOT 7 AND THE NORTHWEST CORNER OF LOT 10, A TOTAL DISTANCE OF 1,241.25 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 3, THE SOUTHWEST CORNER OF LOT 2, THE NORTHWEST CORNER OF LOT 7 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 80°51'W (DEED RECORD: WEST), ALONG THE SOUTH LINE OF LOT 3, A DISTANCE OF 1,742.40 FEET (DEED RECORD: 1,743.90 FEET) TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF LOT 3 AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 09°14'E (DEED RECORD: NORTH), ALONG THE WEST LINE OF LOT 3, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 959.25 FEET FOR THE SOUTH RIGHT OF WAY LINE OF TEX-MEX ROAD, A TOTAL DISTANCE OF 979.25 FEET TO A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF TEX-MEX ROAD FOR THE NORTHWEST CORNER OF LOT 3 AND THE NORTHWEST CORNER OF THIS TRACT.



THENCE; S 80°51'E, ALONG THE NORTH LINE OF LOTS 2 AND 3, AND THE CENTERLINE OF TEX-MEX ROAD, A DISTANCE OF 3,484.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 127.99 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH HOLLY ESTATES No.2 SUBDIVISION, RECORDED IN VOLUME 37, PAGE 180, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: May 29, 2009



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

1. THIS ZONE REPRESENTS ZONE ONE
 1000 FEET OR MORE FROM THE
 CENTER LINE OF THE ROAD AND
 SHALL BE SUBJECT TO THE
 RIGHT OF WAY EASEMENT
 (SECTION 10)

2. THIS ZONE REPRESENTS ZONE TWO
 500 FEET OR MORE FROM THE
 CENTER LINE OF THE ROAD AND
 SHALL BE SUBJECT TO THE
 RIGHT OF WAY EASEMENT
 (SECTION 10)

3. THIS ZONE REPRESENTS ZONE THREE
 250 FEET OR MORE FROM THE
 CENTER LINE OF THE ROAD AND
 SHALL BE SUBJECT TO THE
 RIGHT OF WAY EASEMENT
 (SECTION 10)

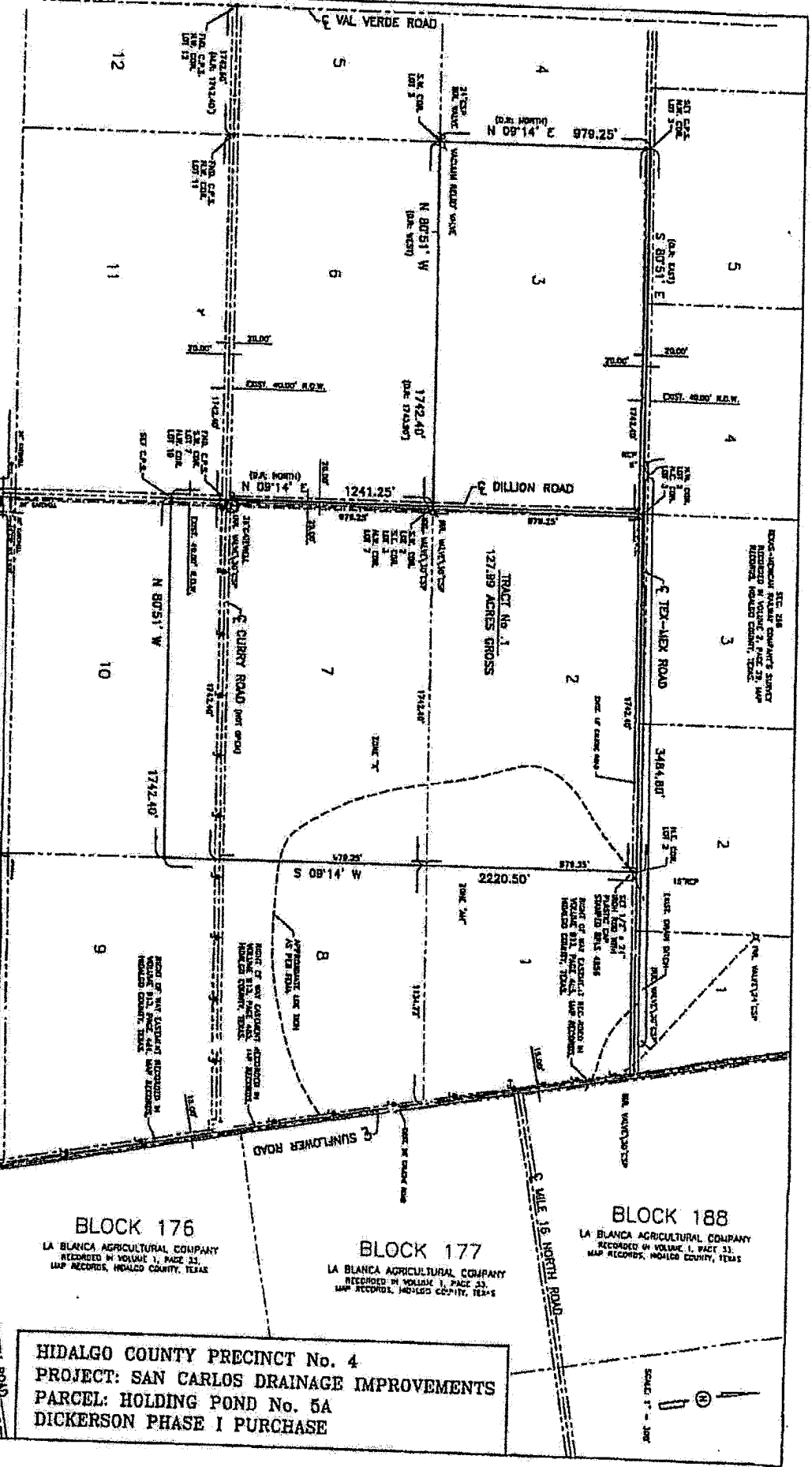
4. THIS ZONE REPRESENTS ZONE FOUR
 125 FEET OR MORE FROM THE
 CENTER LINE OF THE ROAD AND
 SHALL BE SUBJECT TO THE
 RIGHT OF WAY EASEMENT
 (SECTION 10)

PLAT SHOWING

A 177.89 ACRES TRACT OF LAND BEING ALL OF LOTS 2, 3, 7 & 14, HIGHLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 22, MAP RECORDS, HIGHLAND COUNTY, TEXAS, AND ACCORDING TO ASSURANCE WARRANT DEED RECORDED IN VOLUME 1750, PAGE 28, ORIGINAL RECORDS, HIGHLAND COUNTY, TEXAS, HEREIN TO WHICH IS REFERRED FOR ALL PURPOSES AND TERMS, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO.



LEGEND:
 1. LOT LINE
 2. EASEMENT
 3. RIGHT OF WAY
 4. DRAINAGE



HIDALGO COUNTY PRECINCT No. 4
 PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
 PARCEL: HOLDING POND No. 5A
 DICKERSON PHASE I PURCHASE

DATE: 11/11/2011
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
 CONSULTING ENGINEERS
 124 E. STUBBS ST.
 DALLAS, TEXAS 75202

LAND SURVEYORS
 LICENSE NO. 10000
 PHONE: 972-281-2299
 FAX: 972-281-2299



AMENDMENT
TO FARM AND RANCH CONTRACT DATED JUNE 2, 2009,
BETWEEN BARRY DICKERSON and wife, LINDA R. DICKERSON
AND HIDALGO COUNTY, TEXAS
CONCERNING THE PROPERTY AT

(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

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 - C. Sales Price (Sum of A and B) \$ _____
- (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:
- (3) The dated in Paragraph 9 of the contract is changed to _____.
- (4) The amount in Paragraph 12A(1)(b) of the contract is changed to _____.
- (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ _____ by Seller; \$ _____ by Buyer.
- (6) Buyer has paid Seller an additional Option Fee of \$ _____ for an extension of the unrestricted right to terminate the contract on or before _____, 200. This additional Option Fee — will — will not be credited to the Sales Price.
- (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
- (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Financing Approval as set forth in the Third Party Financing Condition Addendum is changed to _____, 200.
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All of the other terms and conditions of the Farm and Ranch Contract shall remain in full force and effect.

EXECUTED the 29th day of July, 2009 BUT EFFECTIVE AS OF JUNE 2, 2009. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE).

Hidalgo County, Texas, Buyer

By: _____

Barry Dickerson
Seller: Barry Dickerson
Linda R. Dickerson
Seller: Linda R. Dickerson

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No. 4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
PARCEL: DICKERSON TRACT No. 2

A 112.29 ACRE TRACT OF LAND BEING ALL OF LOTS 1, 8, AND 9, AND THE SOUTH 29.52 ACRES OF LOT 10, R.B. CURRY SURVEY No. 4, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTRY DEED RECORDED IN VOLUME 1730, PAGE 28, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET AT THE INTERSECTION OF THE CENTERLINE OF TEX-MEX ROAD AND SUNFLOWER ROAD FOR THE NORTHEAST CORNER OF LOT 1 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°18'29"E (DEED RECORD: S 09°37'E), ALONG THE EAST LINE OF LOT 1, 8, AND 9, AND THE CENTERLINE OF SUNFLOWER ROAD, A DISTANCE OF 2,999.27 FEET (DEED RECORD: 3,000.60 FEET; MAP RECORD: 3,000.29 FEET) TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 9 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°51'W (DEED RECORD: WEST), ALONG THE SOUTH LINE OF LOTS 9 AND 10, A DISTANCE OF 3,209.72 FEET (DEED RECORD: 3,213.80 FEET; MAP RECORD: 3,215.30 FEET) TO A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF DILLION ROAD FOR THE SOUTHWEST CORNER OF LOT 10 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°14'E (DEED RECORD: NORTH), ALONG THE WEST LINE OF LOT 10, AND THE CENTERLINE OF DILLION ROAD, A DISTANCE OF 738.00 FEET TO A COTTON PICKER SPINDLE SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 80°51'E, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE EAST RIGHT OF WAY LINE OF DILLION ROAD, A TOTAL DISTANCE OF 1,742.40 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 9 AND THE EAST LINE OF LOT 10 FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 09°14'E, ALONG THE WEST LINE OF LOTS 1, 8 AND 9, PASSING AT 262.00 FEET THE CENTERLINE OF CURRY ROAD (NOT OPEN), PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 2,200.50 FEET FOR THE SOUTH RIGHT OF WAY LINE OF TEX-MEX ROAD, A TOTAL DISTANCE OF 2,220.50 FEET TO A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF TEX-MEX ROAD FOR THE NORTHWEST CORNER OF LOT 1 AND THE NORTHWEST CORNER OF THIS TRACT.

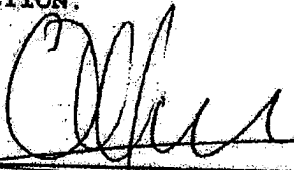
THENCE; S 80°51'E, ALONG THE NORTH LINE OF LOT 1 AND THE CENTERLINE OF TEX-MEX ROAD, A DISTANCE OF 970.16 FEET (MAP RECORD: 971.90 FEET) TO THE POINT OF BEGINNING AND CONTAINING 112.29 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH HOLLY ESTATES No.2 SUBDIVISION, RECORDED IN VOLUME 37, PAGE 180, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: May 29, 2009


ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



