


THE TEXAS A&M UNIVERSITY SYSTEM
Office of General Counsel

September 3, 2013

Mr. Roy Gonzales
Hidalgo County Precinct No. 1
1902 Joe Stephens Avenue
Weslaco, Texas 78596

THROUGH: Mr. Timothy V. Coffey 
Managing Counsel, Property and Construction

RE: Original Copy of the *Easement Agreement* for the Widening of Mile 2 West in Hidalgo County, Texas. SREO File No. 2012060044.

Dear Mr. Gonzales:

I have enclosed for your review an original copy of the above referenced document. The funds distribution and the terms are those which have been negotiated between The Texas A&M University System and the County of Hidalgo. After you have reviewed the *Agreement*, please forward it to Judge Garcia for his signature and have his signature notarized. Please record the easement with the Hidalgo County Clerk's Office. When the filed easement is returned to you, please send a copy to us for our files.

If you have any questions regarding this matter, please do not hesitate to contact me at (979) 458-6350.

Very truly yours,



Eddie D. Zimmerman Jr.
Senior Real Estate Analyst

EZ:ez

Enclosures

EASEMENT AGREEMENT
(ROAD - CONDITIONAL)

1. Grant of Easement. The **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, as grantor (“**TAMUS**”), on behalf of the State of Texas, acting by and through its duly authorized officer, and in consideration of FORTY-FIVE THOUSAND SEVEN HUNDERD FOURTEEN DOLLARS (\$45,714), hereby **GRANTS, BARGAINS, SELLS** and **CONVEYS** to **HIDALGO COUNTY, TEXAS**, a county of the State of Texas, as grantee (“**HIDALGO**”), its permitted successors and assigns, a nonexclusive conditional right-of-way easement (the “Easement”) for roadway purposes over, on, and across certain property of **TAMUS** (the “Property”), located in Hidalgo County, Texas, more particularly described in Exhibit “A” Parcel 164 (67,352 square feet) – Parcel 165 (66,000 square feet) – Parcel 166 (66,000 square feet) attached hereto and made a part of this Easement Agreement (the “Agreement”).

2. Purpose and Location of Easement. The Easement is granted solely for the purpose of constructing, maintaining, repairing, replacing, rebuilding, and operating a public roadway (the “Road”) on the Property. The term “Road” as used in this Agreement shall mean the paving, curb, gutter and surface drainage facilities for a public road, but shall not include the right to install utilities or to use the subsurface for any purpose, unless such right is granted by separate easement. A plat of the Property showing the surface area affected by the Easement and the location of the Road and **HIDALGO**’s right-of-way on Parcels 164, 165 and 166 is depicted on Exhibit “A” attached hereto and made a part of this Agreement.

3. Right of Access. **HIDALGO** has the right of ingress and egress across the Property for the purpose of constructing, maintaining, repairing, replacing, rebuilding, and operating the Road for public use. **HIDALGO** agrees to occupy the surface of the Property only to the extent and for the length of time necessary for constructing, maintaining, repairing, replacing, and rebuilding the Road for public use. Any gate or opening used by **HIDALGO** for ingress or egress in the exercise of its rights must be kept in proper condition and closed at all times.

4. Duties. If **HIDALGO** damages or destroys any roads, bridges, culverts, buildings, other structures or equipment on the Property, other than its own property, **HIDALGO** must, within a reasonable period of time, repair or replace such improvements to the extent it will, as nearly as practicable, be in like condition as before such damage or destruction. At the option of **TAMUS**, in lieu of repairing or replacing the improvements, money damages will be paid. Such damages include those caused by **HIDALGO** or its agents or employees entering, departing, or by reason of being present during construction and maintenance of the Road. If **HIDALGO** removes any materials or structures, it will fix and level as required by **TAMUS** the land affected so that the Property will be as nearly as possible in the same condition as it was before

HIDALGO entered on the Property. **HIDALGO** must remove all surplus backfill material, felled trees and other debris caused by its activities on the Property.

HIDALGO agrees to notify **TAMUS**, in the manner set forth in Section 19, no later than three (3) business days after completion of any construction, repairs or replacements, and will cooperate with **TAMUS** personnel in conducting an onsite inspection to assess damages resulting from **HIDALGO**'s activities. Prior to any subsequent alteration or additional construction, **HIDALGO** agrees to notify **TAMUS**, in the same manner as set forth above, five (5) business days prior to commencement of such activities.

5. No Fee Interest Granted. This is a grant of a nonexclusive right-of-way easement for roadway purposes only, and does not grant any fee interest to the surface, subsurface, or any interest in the minerals on or under the Property. The conveyance is made subject to any and all outstanding restrictions, reservations, covenants, conditions, easements and other encumbrances filed of record or apparent on the ground. **TAMUS** expressly retains all rights to grant, control and renew all easements, of every kind and character, on, over or under the Property.

6. Duration of Easement. **TAMUS** and **HIDALGO** expressly agree that the conditional road right-of-way Easement will remain in force and effect only so long as the Property is used for a public right-of-way. If the Property ceases to be used as a public right-of-way, the Easement will automatically terminate. If required by **TAMUS**, **HIDALGO** shall remove all improvements within one (1) year following the date of termination or abandonment of the Easement. Notwithstanding the foregoing, **TAMUS** may demand removal of the improvements in writing at any time following termination or abandonment of the Easement, and if the improvements are not removed within sixty (60) days following such demand, **TAMUS** shall have the right to remove the improvements at the expense of **HIDALGO**. **HIDALGO** agrees to pay the actual costs incurred by **TAMUS** for removal of the improvements within sixty (60) days following written notice from **TAMUS** accompanied by reasonable supporting documentation. If any removal causes injury to the Property or adjacent property, **HIDALGO** will restore or pay for such damage within sixty (60) calendar days after completion of such removal.

7. Nonexclusive Easement. The Easement is nonexclusive. **TAMUS** reserves for **TAMUS** and **TAMUS**' successors and assigns the right to full use and enjoyment of the Property and the right to convey the Property or other rights or easements to others, so long as such use or conveyance does not unduly interfere with **HIDALGO**'s use.

8. Hold Harmless. **HIDALGO AGREES, TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, TO INDEMNIFY AND HOLD TAMUS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS**

CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF RIGHTS GRANTED TO HIDALGO, ITS EMPLOYEES, AGENTS, OR OTHER PERSONS ACTING UNDER HIDALGO'S DIRECTION. HIDALGO FURTHER AGREES TO PAY ALL EXPENSES, COSTS, AND ATTORNEYS FEES AS MAY BE ALLOWED BY LAW ASSOCIATED WITH SUCH CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION, AS INCURRED BY TAMUS IN THE ENFORCEMENT OF THIS INDEMNITY PROVISION.

9. Hazardous Waste. **HIDALGO** will not commit or suffer to be committed waste upon the Property; will keep the Road in good working order and repair and in a clean, safe and healthful condition; and will comply with all state, federal and local laws, rules and regulations with regard to the use and condition of its improvements on the Property.

HIDALGO will not use the Property or permit it to be used so as to cause, suffer, or allow any contamination of soils, groundwater, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. **HIDALGO** is solely responsible for cleanup of any contamination resulting from the violation of this provision.

IF THE PRESENCE OF HAZARDOUS MATERIALS ON THE PROPERTY IS CAUSED OR PERMITTED BY HIDALGO AND SUCH MATERIALS RESULT IN CONTAMINATION OF THE PROPERTY OR IF CONTAMINATION OF THE PROPERTY BY HAZARDOUS MATERIAL OTHERWISE OCCURS AND IS RELATED TO HIDALGO'S USE, THEN HIDALGO SHALL, TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, INDEMNIFY, DEFEND AND HOLD TAMUS HARMLESS FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES OR LOSSES (INCLUDING DIMINUTION IN VALUE OF THE PROPERTY, DAMAGES FOR THE LOSS OF OR RESTRICTION ON USE OF THE PROPERTY OR OF ANY AMENITY OF THE PROPERTY, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANTS' FEES AND EXPERTS' FEES) WHICH ARISE DURING OR AFTER THE EASEMENT TERM AS A RESULT OF SUCH CONTAMINATION. HIDALGO'S HOLD HARMLESS INCLUDES COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS FOR ANY CLEANUP, AND REMEDIAL, REMOVAL, OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF THE PRESENCE OF HAZARDOUS MATERIAL.

10. Default and Termination. It is agreed upon default by **HIDALGO** of any of these covenants, conditions and agreements, that **TAMUS** has the right, and such right is expressly reserved. to declare the Easement forfeited, without prejudice to any claim **TAMUS**

may have against **HIDALGO**; provided, however, **TAMUS** will give **HIDALGO** written notice of its intention to terminate the Easement and the reasons for termination, and **HIDALGO** will have thirty (30) calendar days after receipt of notice to rectify the default or violation. Upon timely correction, the Easement and this Agreement will remain in full force and effect. Termination or abandonment of the Easement for any cause will automatically revert to **TAMUS** all rights granted to **HIDALGO** in this Agreement without the necessity of any further action or suit on the part of **TAMUS**. Upon termination or abandonment, **HIDALGO** agrees to file a Release of Easement in the Deed Records of the county in which the Property is located. Abandonment will be deemed to have occurred when the Easement is not used for the purposes granted for a continuous period of one calendar year.

11. Waiver. The failure of **TAMUS** or **HIDALGO** to insist in any one or more instances on a strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.

12. Privileges and Immunities. **HIDALGO** acknowledges that **TAMUS** is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by **TAMUS** of its right to claim all exemptions, privileges, and immunities as may be provided by law.

13. Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against **TAMUS** shall be in the county in which the primary office of the chief executive officer of **TAMUS** is located.

14. Grammatical Interpretation. When the singular number is used in the Agreement, it also includes the plural, and the masculine gender includes the feminine and neuter gender.

15. Headings. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of the Agreement.

16. Successors and Assigns. This Agreement and each and all of its covenants, obligations, and conditions shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties.

17. Saving Clause. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect and will not be affected, impaired or invalidated.

18. Assignment. **HIDALGO** may not sell, assign, encumber, or convey any rights under this Agreement, without the prior written consent of **TAMUS**, and any attempt by **HIDALGO** to sell, assign, encumber, or convey any such rights without consent will cause this Agreement to terminate.

19. Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. **TAMUS** and **HIDALGO** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMUS: The Texas A&M University System
Office of General Counsel
Attn: System Real Estate
301 Tarrow Street, 6th Floor
College Station, Texas 77840-7896
Phone: (979) 458-6350
Fax: (979) 458-6359

HIDALGO: Hidalgo County, Texas
Attn: Mr. Roy Gonzales
P.O. Box 1356
Edinburgh, Texas 78540
Phone: (956) 318-2600

20. Entire Agreement. This Agreement constitutes the entire agreement between **TAMUS** and **HIDALGO** and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a subsequent written instrument.

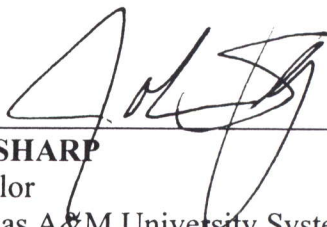
21. Effective Date. This Agreement is deemed to be in force as of the 1st day of June, 2013.

[SIGNATURES FOLLOW ON NEXT PAGE]



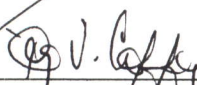
BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas

By:



JOHN SHARP
Chancellor
The Texas A&M University System

APPROVED AS TO FORM:



TIMOTHY N. COFFEY
Managing Counsel, Property and Construction
Office of General Counsel
The Texas A&M University System


ACKNOWLEDGEMENTS

STATE OF TEXAS

§
§
§

COUNTY OF BRAZOS

This instrument was acknowledged before me this 2nd day of September 2013 by **JOHN SHARP**, Chancellor of The Texas A&M University System, on behalf of the Board of Regents of The Texas A&M University System, an agency of the State of Texas.



Notary Public



TERMS AND CONDITIONS EXPRESSLY ACKNOWLEDGED AND ACCEPTED:

HIDALGO COUNTY, TEXAS, a county of the State of Texas

By: _____
HON. RAMON GARCIA
County Judge

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me this _____ day of _____, 2013 by **HON. RAMON GARCIA**, County Judge, of **HIDALGO COUNTY, TEXAS**, on behalf said county.

Notary Public

County: Hidalgo
RCSJ: 0921-02-192
CCSJ: 0921-02-170
Highway: Mile 2 West Road – Parcels 164, 165, 166
Project Limits: Mile 12 North to 0.44 miles North of US Expressway 83

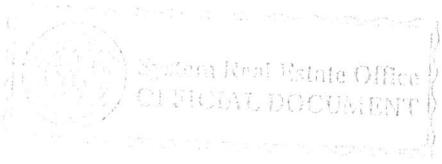


EXHIBIT "A"

Page 1 of 3
Parcel 164

COUNTY: HIDALGO

RCSJ: 0921-02-192

CCSJ: 0921-02-170

HIGHWAY: MILE 2 WEST ROAD

PROJECT LIMITS: Mile 12 North to 0.44 miles North of US Expressway 83

GRANTORS: BOARD OF DIRECTORS OF THE TEXAS A&M UNIVERSITY SYSTEM, TRUSTEE, ITS SUCCESSORS AND ASSIGNS

FIELD NOTES FOR PARCEL - 164

Being a 1.546 (67,352 square feet) acre tract of land, more or less, out of a 40.0000-acre tract of land out of Lot 4, Blk. 103, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Volume 1, Page 2, Map Records, Hidalgo County, Texas. Said 40.00-acre tract of land is vested to the Board of Directors of the Texas A&M University System, Trustee, its successors and assigns by virtue of Special Warranty Deed dated June 5, 1989, recorded in Volume 2785, Page 623, Deed Records, Hidalgo County, Texas. Said 1.546 (67,352 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Northwest corner of Lot 4, Blk. 103, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Vol.1 Pg. 2 of Hidalgo County Map Records, said point also being the **POINT OF BEGINNING**, with grid coordinates of X=1,167,086.7282 and Y=16,587,770.3821. Said point also being the northwest corner of said tract herein described. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 88° 47' 29" E, for a distance of 80.00 feet, to a point on the North line of Lot 4, Blk. 103 and in the center of Mile 8 North Road, for the northerly northeast corner of said tract herein described;

THENCE, S 01° 12' 31" E, for a distance of 30.00 feet, to a No. 4 rebar with plastic cap set for corner of said tract herein described;

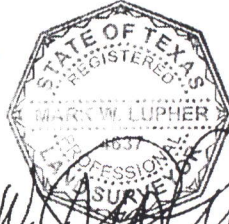
THENCE, S 43° 47' 29" W, for a distance of 42.43 feet, to a No. 4 rebar with plastic cap set in the proposed East Right of Way of Mile 2 West Road and corner of said tract herein described;

THENCE, S 01° 12' 31" E, for a distance of 1260.00 feet, to a No. 4 rebar with plastic cap set in the proposed East Right of Way of Mile 2 West Road and the Southeast corner of said tract herein described;

THENCE, S 88° 47' 29" W, parallel to the North line of Lot 4, for a distance of 50.00 feet to a point in Mile 2 West Road and the Southwest corner of said tract herein described;

THENCE, N 01° 12' 31" W, for a distance of 1,320.00 feet to the **POINT OF BEGINNING** and containing 1.546 (67,352 square feet) acres of land, of which 0.909 of an acre lies in the existing Mile 2 West, 0.023 of an acre lies in the Mile 8 North Road Right of Way, and leaving a **PROPOSED NET TAKING** of 0.614 of an acre of land, more or less.

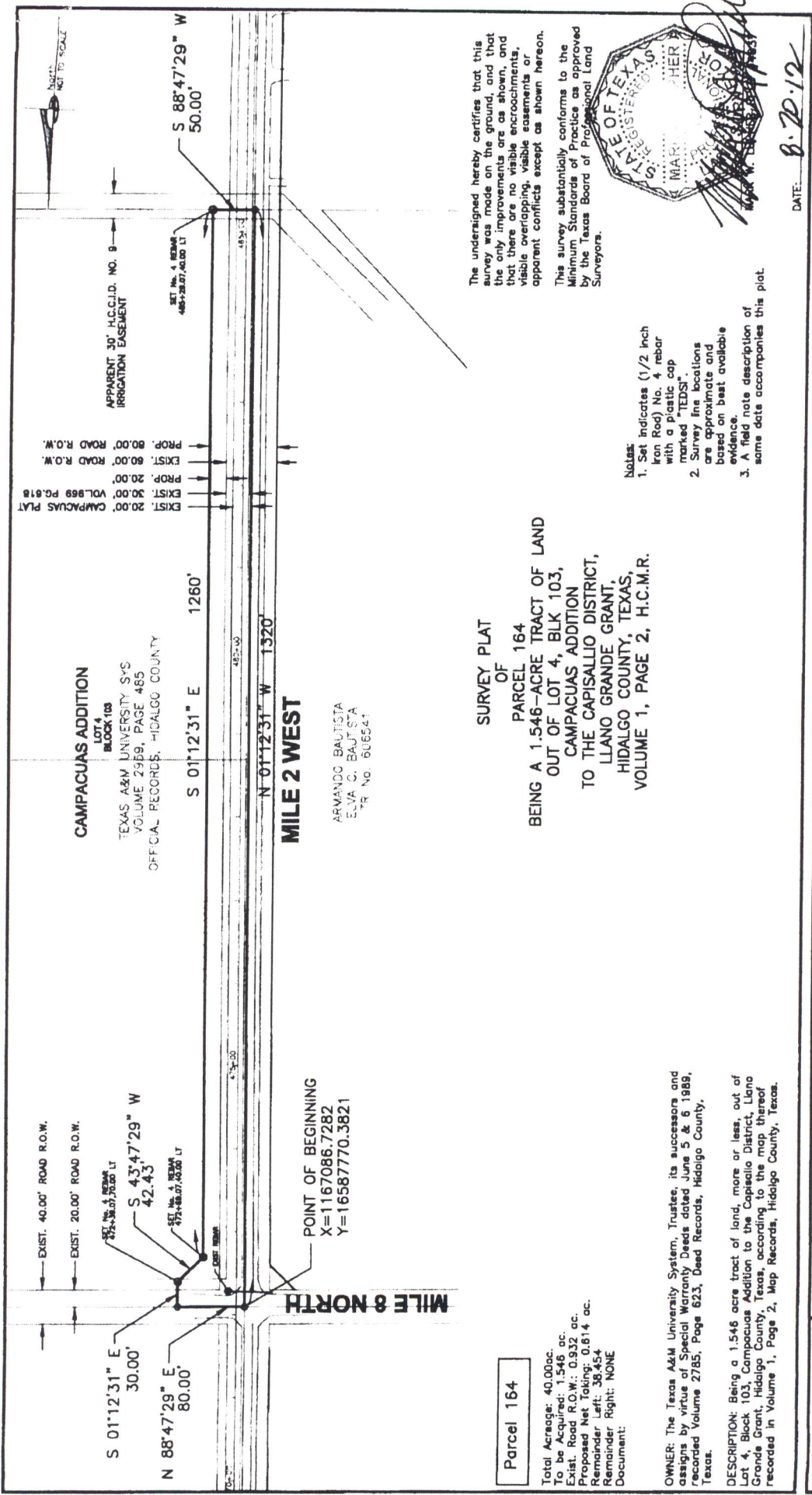
A plat of same date accompanies this Field Note Description



Mark W. Lusher

Mark W. Lusher - R.P.S. # 4637

Date: 8.20.12



EXIST. 40.00' ROAD R.O.W.
 EXIST. 20.00' ROAD R.O.W.
 APPARENT 30' H.C.C.L.D. NO. 9 IRRIGATION EASEMENT
 SET No. 4 REBAR 487-28.07/40.00 LT
 SET No. 4 REBAR 487-28.07/40.00 LT
 EXIST. 20.00' CAMPACUAS PLAT VOL. 969 P.G. 818
 EXIST. 30.00' ROAD R.O.W.
 PROP. 20.00' ROAD R.O.W.
 EXIST. 60.00' ROAD R.O.W.
 PROP. 80.00' ROAD R.O.W.

CAMPACUAS ADDITION
 LOT 4
 BLOCK 103
 TEXAS A&M UNIVERSITY, SYS
 VOLUME 2489, PAGE 485
 OFFICIAL RECORDS, HIDALGO COUNTY

S 01°12'31" E 1260'
 N 01°12'31" W 1320'
MILE 2 WEST
 ARMANDO BAUTISTA
 EVA C. BAUTISTA
 TR No. 806541

POINT OF BEGINNING
 X=1167086.7282
 Y=16587770.3821

Parcel 164
 Total Acreage: 40.00 ac.
 To be Acquired: 1.546 ac.
 Exist. Road R.O.W.: 0.932 ac.
 Proposed Net Taking: 0.614 ac.
 Remainder Left: 38.454
 Remainder Right: NONE
 Document:

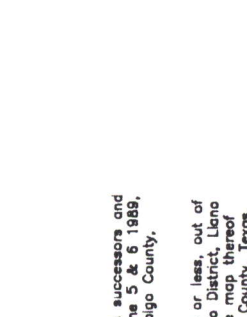
OWNER: The Texas A&M University System, Trustee, its successors and assigns by virtue of Special Warranty Deeds dated June 5 & 6 1989, recorded Volume 2785, Page 623, Deed Records, Hidalgo County, Texas.
DESCRIPTION: Being a 1.546 acre tract of land, more or less, out of Lot 4, Block 103, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 2, Map Records, Hidalgo County, Texas.

SURVEY PLAT
 OF
PARCEL 164
 BEING A 1.546-ACRE TRACT OF LAND
 OUT OF LOT 4, BLK 103,
 CAMPACUAS ADDITION
 TO THE CAPISALLO DISTRICT,
 LLANO GRANDE GRANT,
 HIDALGO COUNTY, TEXAS,
 VOLUME 1, PAGE 2, H.C.M.R.

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.
 This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.

Notes:
 1. Set indicates (1/2 inch Iron Rod) No. 4 rebar with a plastic cap marked "TEDSI".
 2. Survey line locations are approximate and based on best available evidence.
 3. A field note description of same data accompanies this plat.

DATE: **8.20.12**



PROJECT NAME MILE 2 WEST R.O.W. CSJ 0821-02-192		DATE OF SURVEY 10/21/2010 SHEET No. PAGE 3 OF 3 PAGES	
TEDSI INFRASTRUCTURE GROUP TEDSI <small>an Equal Opportunity Employer</small>			

COUNTY: HIDALGO

RCSJ: 0921-02-192

CCSJ: 0921-02-170

HIGHWAY: MILE 2 WEST ROAD

PROJECT LIMITS: Mile 12 North to 0.44 miles North of US Expressway 83

GRANTORS: BOARD OF DIRECTORS OF THE TEXAS A&M UNIVERSITY SYSTEM, TRUSTEE, ITS SUCCESSORS AND ASSIGNS

FIELD NOTES FOR PARCEL – 165

Being a 1.515 (66,000 square feet) acre tract of land, more or less, out of a 40.0000-acre tract of land out of Lot 5, Blk. 103, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Volume 1, Page 2, Map Records, Hidalgo County, Texas. Said 40.0000-acre tract of land is vested to the Board of Directors of the Texas A&M University System, Trustee, its successors and assigns by virtue of Special Warranty Deed dated June 5, 1989, recorded in Volume 2785, Page 623, Deed Records, Hidalgo County, Texas. Said 1.515 (66,000 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Northwest corner of Lot 5, Blk. 103, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Vol.1 Pg. 2 of Hidalgo County Map Records, said point also being the **POINT OF BEGINNING**, with grid coordinates of $X=1,167,114.5711$ and $Y=16,586,450.6758$. Said point also being the northwest corner of said tract herein described. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 88° 47' 29" E, for a distance of 50.00 feet, to a No. 4 rebar with plastic cap set on the North line of Lot 5, Blk 103. and proposed East Right Of Way of the Mile 2 West Road for the northeast corner of said tract herein described;

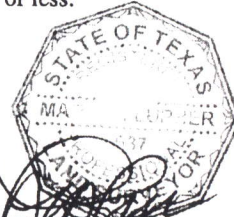
THENCE, S 01° 12' 31" E, for a distance of 1,320.00 feet, to a No. 4 rebar with plastic cap set for corner in the proposed East Right Of Way of Mile 2 West Road and being the Southeast corner of said tract herein described;

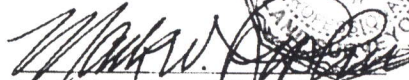
THENCE, S 88° 47' 29" W, parallel to the North line of Lot 5, for a distance of 50.00 feet to a point in Mile 2 West Road and the Southwest corner of said tract herein described;

THENCE, N 01° 12' 31" W, for a distance of 1,320.00 feet to the **POINT OF BEGINNING** and containing 1.515 (66,000 square feet) acres of land, of which

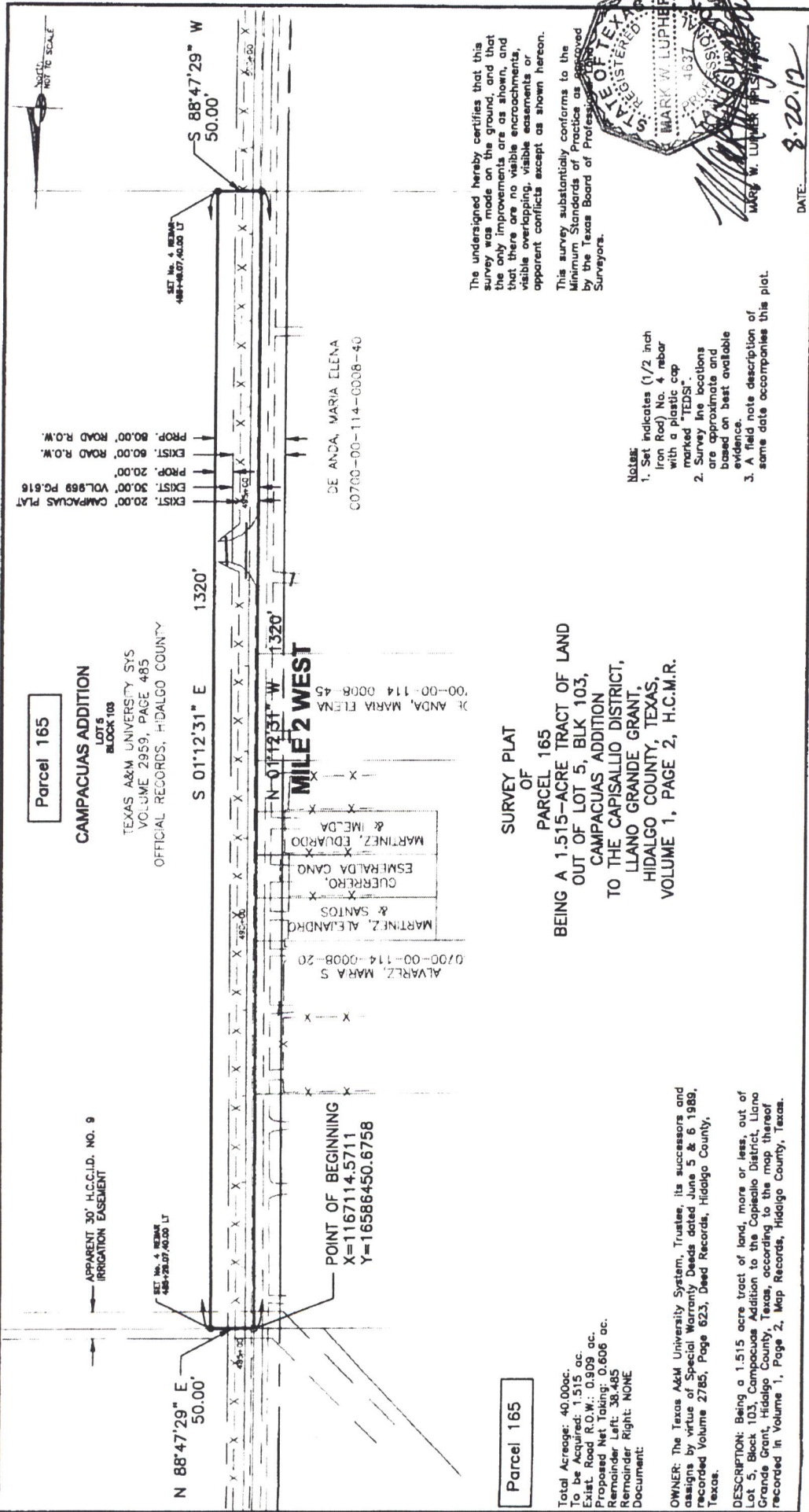
0.909 of an acre lies in the existing Mile 2 West Road Right of Way, and leaving
a **PROPOSED NET TAKING** of 0.606 of an acre of land, more or less.

A plat of same date accompanies this Field Note Description




Mark W. Luper - R.P.L.S. # 4637

Date: 8.20.12



Parcel 165
CAMPACUAS ADDITION
 LOT 5
 BLOCK 103
 TEXAS A&M UNIVERSITY SYS
 VOLUME 2959, PAGE 485
 OFFICIAL RECORDS, HIDALGO COUNTY

POINT OF BEGINNING
 X=1167114.5711
 Y=16586450.6758

DE ANDA, MARIA ELENA
 C0700-00-114-0008-40

Parcel 165

SURVEY PLAT
OF
PARCEL 165
BEING A 1.515-ACRE TRACT OF LAND
OUT OF LOT 5, BLK 103,
CAMPACUAS ADDITION
TO THE CAPISALIO DISTRICT,
LLANO GRANDE GRANT,
HIDALGO COUNTY, TEXAS,
VOLUME 1, PAGE 2, H.C.M.R.

Total Acreage: 40.00ac.
 To be Acquired: 1.515 ac.
 Exist. Road R.O.W.: 0.909 ac.
 Proposed Net Taking: 0.606 ac.
 Remainder Left: 38.485
 Remainder Right: NONE
 Document:

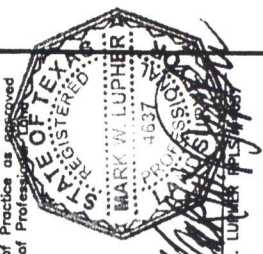
OWNER: The Texas A&M University System, Trustee, its successors and assigns by virtue of Special Warranty Deeds dated June 5 & 6, 1989, recorded Volume 2785, Page 623, Deed Records, Hidalgo County, Texas.

DESCRIPTION: Being a 1.515 acre tract of land, more or less, out of Lot 5, Block 103, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 2, Map Records, Hidalgo County, Texas.

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.

This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Surveyors.

- Notes:
1. Set indicates (1/2 inch Iron Rod) No. 4 rebar with a plastic cap marked "TEDI".
 2. Survey line locations are approximate and based on best available evidence.
 3. A field note description of same data accompanies this plat.



DATE: 8-20-12

PROJECT NAME	MILE 2 WEST
R.O.W. CSJ	0621-02-192
DATE OF SURVEY	10/21/2010
SHEET NO.	3 OF 3 PAGES



COUNTY: HIDALGO

RCSJ: 0921-02-192

CCSJ: 0921-02-170

HIGHWAY: MILE 2 WEST ROAD

PROJECT LIMITS: Mile 12 North to 0.44 miles North of US Expressway 83

GRANTORS: BOARD OF DIRECTORS OF THE TEXAS A&M UNIVERSITY
SYSTEM, TRUSTEE, ITS SUCCESSORS AND ASSIGNS

FIELD NOTES FOR PARCEL – 166

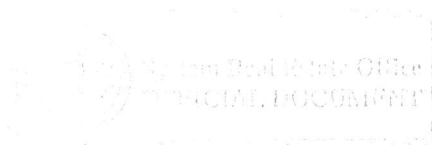
Being a 1.515 (66,000 square feet) acre tract of land, more or less, out of a 40.00-acre tract of land out of Lot 12, Blk. 103, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Volume 1, Page 2, Map Records, Hidalgo County, Texas. Said 40.00-acre tract of land is vested to the Board of Directors of the Texas A&M University System, Trustee, its successors and assigns by virtue of Special Warranty Deed dated June 6, 1989, recorded in Volume 2785, Page 619, Deed Records, Hidalgo County, Texas. Said 1.515 (66,000 square feet) acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a point for the Northwest corner of Lot 12, Blk. 103, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Vol.1 Pg. 2 of Hidalgo County Map Records, said point also being the **POINT OF BEGINNING**, with grid coordinates of X=1,167,142.4141 and Y=16,585,130.9695 Said point also being the northwest corner of said tract herein described. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, N 88° 47' 29" E, for a distance of 50.00 feet, to a No. 4 rebar with plastic cap set in the North line of Lot 12, Blk 103. and proposed East Right Of Way of the Mile 2 West Road for the northeast corner of said tract herein described;

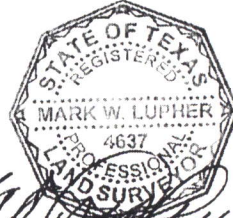
THENCE, S 01° 12' 31" E, passing at 1,220.00 feet the north line of an existing 100.00 feet drainage ditch ROW in all a total distance of 1,320.00 feet, to a No. 4 rebar with plastic cap set for corner in the East Right Of Way of proposed Mile 2 West Road and being the Southeast corner of said tract herein described;

THENCE, S 88° 47' 29" W, parallel to the North line of Lot 12, for a distance of 50.00 feet to a point in Mile 2 West Road and the Southwest corner of said tract herein described;



THENCE, N 01° 12' 31" W, for a distance of 1,320.00 feet to the **POINT OF BEGINNING** and containing 1.515 (66,000 square feet) acres of land, of which 0.909 of an acre lies in the existing Mile 2 West Road Right of Way, and 0.046 of an acre lies in drainage ditch Right of Way, and leaving a **PROPOSED NET TAKING** of 0.560 of an acre of land, more or less.

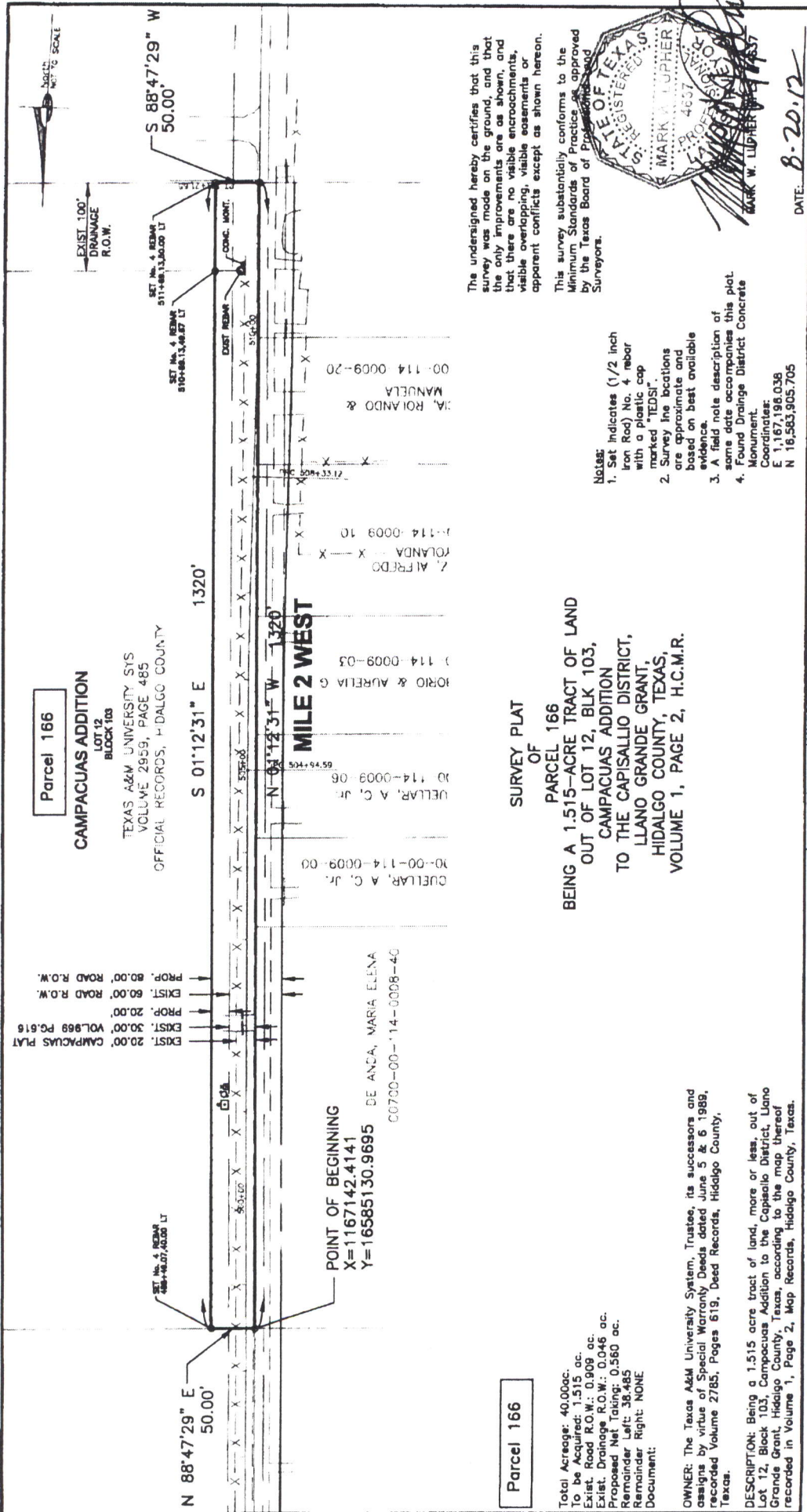
A plat of same date accompanies this Field Note Description



[Handwritten Signature]
Mark W. Luper - R.P.L.S. # 4637

Date: 8-20-12





Parcel 166

CAMPACUAS ADDITION

LOT 12
BLOCK 103
TEXAS A&M UNIVERSITY SYS
VOLUME 2959, PAGE 485
OFFICIAL RECORDS, HIDALGO COUNTY

Parcel 166

PARCEL 166
BEING A 1.515-ACRE TRACT OF LAND
OUT OF LOT 12, BLK 103,
CAMPACUAS ADDITION
TO THE CAPISALLO DISTRICT,
LLANO GRANDE GRANT,
HIDALGO COUNTY, TEXAS,
VOLUME 1, PAGE 2, H.C.M.R.

SURVEY PLAT

OF

PARCEL 166

BEING A 1.515-ACRE TRACT OF LAND
OUT OF LOT 12, BLK 103,
CAMPACUAS ADDITION
TO THE CAPISALLO DISTRICT,
LLANO GRANDE GRANT,
HIDALGO COUNTY, TEXAS,
VOLUME 1, PAGE 2, H.C.M.R.

SURVEY PLAT

OF

PARCEL 166

BEING A 1.515-ACRE TRACT OF LAND
OUT OF LOT 12, BLK 103,
CAMPACUAS ADDITION
TO THE CAPISALLO DISTRICT,
LLANO GRANDE GRANT,
HIDALGO COUNTY, TEXAS,
VOLUME 1, PAGE 2, H.C.M.R.

SURVEY PLAT

OF

PARCEL 166

BEING A 1.515-ACRE TRACT OF LAND
OUT OF LOT 12, BLK 103,
CAMPACUAS ADDITION
TO THE CAPISALLO DISTRICT,
LLANO GRANDE GRANT,
HIDALGO COUNTY, TEXAS,
VOLUME 1, PAGE 2, H.C.M.R.

SURVEY PLAT

OF

PARCEL 166

BEING A 1.515-ACRE TRACT OF LAND
OUT OF LOT 12, BLK 103,
CAMPACUAS ADDITION
TO THE CAPISALLO DISTRICT,
LLANO GRANDE GRANT,
HIDALGO COUNTY, TEXAS,
VOLUME 1, PAGE 2, H.C.M.R.

SURVEY PLAT

OF

PARCEL 166

BEING A 1.515-ACRE TRACT OF LAND
OUT OF LOT 12, BLK 103,
CAMPACUAS ADDITION
TO THE CAPISALLO DISTRICT,
LLANO GRANDE GRANT,
HIDALGO COUNTY, TEXAS,
VOLUME 1, PAGE 2, H.C.M.R.

SURVEY PLAT

OF

PARCEL 166

BEING A 1.515-ACRE TRACT OF LAND
OUT OF LOT 12, BLK 103,
CAMPACUAS ADDITION
TO THE CAPISALLO DISTRICT,
LLANO GRANDE GRANT,
HIDALGO COUNTY, TEXAS,
VOLUME 1, PAGE 2, H.C.M.R.

SURVEY PLAT

OF

PARCEL 166

Total Acreage: 40.00ac.
To be Acquired: 1.515 ac.
Exist. Road R.O.W.: 0.909 ac.
Exist. Drainage R.O.W.: 0.046 ac.
Proposed Net Taking: 0.560 ac.
Remainder Left: 38.485
Remainder Right: NONE
Document:

OWNER: The Texas A&M University System, Trustee, its successors and assigns by virtue of Special Warranty Deeds dated June 5 & 6, 1989, recorded Volume 2785, Pages 619, Deed Records, Hidalgo County, Texas.

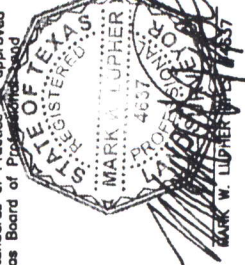
DESCRIPTION: Being a 1.515 acre tract of land, more or less, out of Lot 12, Block 103, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 2, Map Records, Hidalgo County, Texas.

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.

This survey substantially conforms to the Minimum Standards of Practice approved by the Texas Board of Professional Surveyors.

- Notes:
1. Set indicates (1/2 inch Iron Rod) No. 4 rebar with a plastic cap marked "TEDSI".
 2. Survey line locations are approximate and based on best available evidence.
 3. A field note description of same date accompanies this plat.
 4. Found Drainage District Concrete Monument.

E 1,167,198.038
N 16,583,905.705



DATE: 8-20-12

DATE OF SURVEY	10/21/2010
SHEET No.	3
PAGE	3 OF 3 PAGES



PROJECT NAME	MILE 2 WEST
R.O.W. CSJ	0821-02-182

