

[INDIVIDUAL]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DRAINAGE EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HIDALGO §

That PJL Farms, a General Partnership composed of Paige Harbison Saenz, Jacque Harbison and Laura Harbison Sirles, ("Grantor") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted does hereby GRANT, BARGAIN, SELL and CONVEY unto Hidalgo County, Texas ("Grantee") its successors or assigns the following described permanent easement and right of way upon, over, across, and under the following described certain tract of land situated in Hidalgo County, Texas as follows, to-wit:

SEE EXHIBIT A AND EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN AT THIS POINT FOR ALL PURPOSES

(the "Easement") for the purpose of constructing, reconstructing, excavating, digging, maintaining, and operating a drainage ditch, spoil bank, levees, roadways and other storm drain structure(s) for the disposal of accumulated and excessive rainfall and/or flood water, (the "Facilities").

TO HAVE AND TO HOLD, the Easement, together with all and singular the rights and appurtenances thereto, any wise belonging unto the said Grantee, Grantee's successors and assigns forever-

To the extent permitted by law, Grantee agrees to indemnify, hold harmless and defend Grantor, his heirs, administrators and executors from and against any claim, loss, damage, liability, and expense, incurred or suffered by them, by reason of any and all claims, demands, or causes of action asserted or that may be asserted against Grantor, his heirs, administrators and executors, whether arising from intentional or negligent acts or omissions, and involving, arising out of, or in any manner relating to this Easement.

Grantee accepts the Easement "as is," "where is" and "with all faults", and without any representation or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil

conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever.

Grantor has the unrestricted right and authority to execute this Easement and to grant to Hidalgo County, Texas the rights granted hereunder.

This Easement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives, and assigns. The parties intend that this Easement creates a valid and present interest in the property on which the Easement is located in favor of Grantee and therefore this Easement will be deemed an interest in and an encumbrance upon the property on which the easement is located which will run with the property on which the easement is located. Grantee may assign all or part of its interests or rights in this Easement.

This Easement may only be modified in a separate writing signed by both parties. This Easement shall be governed by and construed under the laws of the State of Texas excluding any choice of law provisions thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2015.

GRANTOR:
PJL FARMS, a General Partnership

By: _____
PAIGE HARBISON SAENZ, Partner

By: _____
JACQUE HARBISON, Partner

By: _____
LAURA HARBISON SIRLES, Partner

GRANTEE:

HIDALGO COUNTY, TEXAS

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared PAIGE HARBISON SAENZ, Partner in P JL FARMS, a General Partnership, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2015.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared JACQUE HARBISON, Partner in P JL FARMS, a General Partnership, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2015.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared LAURA HARBISON SIRLES, Partner in PJI FARMS, a General Partnership, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2015.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, _____ of HIDALGO 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 for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2015.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
HIDALGO COUNTY, TEXAS

Exhibit A

Parcel 22:

BEING A 4.384 ACRE (190,986 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 40.00 ACRE TRACT OF LAND, CONVEYED TO PJL FARMS PARTNERSHIP, AS RECORDED IN DOCUMENT No. 2019848, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY (H.C.O.R.), TEXAS, ALSO OUT OF FARM TRACT 2170, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGES 7-20, OF THE MAP RECORDS OF HIDALGO COUNTY (H.C.M.R.), TEXAS, SAID 4.384 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set at the south right-of-way line of S.H. 107 (Mile 16 1/2 North Road) (102.00' right-of-way width), the common corner of said Farm Tract 2170 and that certain 40.00 acre tract of land conveyed to William R. Pracht and June O. Pracht Trustee, as recorded in Document No. 1212123, (H.C.O.R.), Texas, for the northeast corner of this parcel; from which the common corner of Farm Tracts 2174, 2175, 2171 and 2170, bears North 01 degrees 13 minutes 03 seconds West, a distance of 50.00 feet to a point;

THENCE, South 01degrees 13 minutes 03 seconds East, along the common boundary line of said Farm Tracts 2170 and 2175, a distance of 1,273.24 feet to a point on the common line of Farm Tracts 2176 and said 2175, for the southeast corner of this parcel;

THENCE, South 88 degrees 46 minutes 57 Seconds West, along the common boundary line said Farm Tract 2170 and that certain Farm Tract 2169 conveyed to Carlbook Limited Partnership, recorded in Document No. 973345, (H.C.O.R.), Texas, a distance of 150.00 feet to a point for the southwest corner of this parcel;

THENCE, North 01 degrees 13 minutes 03 seconds West, across said subject 40.00 acre tract running parallel with the common boundary line of said Farm Tracts 2175 and 2170, a distance of 1,273.24 feet to a 5/8 inch iron rod with cap set, for the northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, along the south right-of-way line of said Mile 16 1/2 North Road (S.H. 107), a distance of 150.00 feet to the POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 4.384 acres (190,986 S.F.), of which 2.007 acres (87,436 S.F.) fall within the Hidalgo and Cameron Counties Water Control and Improvement District No. 9, r.o.w. easement (100.00' wide), leaving a net area of 2.377 acres (103,550 S.F.), more or less.

Exhibit B

Parcel 32

BEING A 0.955 ACRE (41,593 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 18.091 ACRE TRACT OF LAND, CONVEYED TO P.J.L. FARMS, AS RECORDED IN DOCUMENT NO. 2058837, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY (O.R.H.C.), TEXAS, ALSO OUT OF FARM TRACT 2139, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGES 7-20, OF THE MAP RECORDS OF HIDALGO COUNTY (M.R.H.C), TEXAS, SAID 0.955 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set at the common corner of said 18.091 acre tract and that certain 25.00 acre tract of land conveyed to Jack W. Harbison, Sr. Testamentary Trust, as recorded in Document No. 2343311, (O.R.H.C.), Texas, for the southwest corner of this parcel, the common corner of Farm Tracts 2137, 2138, 2101 and 2102, bears South 01° 13' minutes 03" East, a distance of 1,320.00 feet to a set 5/8 inch rod with cap;

THENCE, North 01 degrees 13 minutes 03 seconds West, along the common boundary line of said 18.091 acre and that certain 40.00 acre tract of land conveyed to Jack W. Harbison, Sr., Testamentary Trust, as recorded in Document

No. 2343314, (O.R.H.C.), Texas, a distance of 203.94 feet to 5/8 inch iron rod with cap) set for the northwest corner of this parcel;

THENCE, North 88 degrees 46 minutes 57 seconds East, across said 18.091 acre tract, and running parallel with the common boundary line of said Farm Tracts 2139 and 2138, a distance of 203.94 feet to a 5/8 inch iron rod with cap set for the northeast corner of this parcel;

THENCE, South 01 degrees 13 minutes 03 seconds East, across said 18.091 acre tract, and running parallel with the common boundary line of said Farm Tracts 2139 and 2136, a distance of 203.94 feet to a 5/8 inch iron rod with cap set on the common line of said 18.091 acre tract and that certain 25.00 acre tract (Tract 69) conveyed to Jack W. Harbison, Sr. Testamentary, as recorded in Document No. 2346311, (O.R.H.C.), Texas for the southeast corner of this parcel;

THENCE, South 88 degrees 46 minutes 57 seconds West, along the common boundary line of said Farm Tract 2139 and Farm Tract 2138, a distance of 203.94 feet to the POINT OF BEGINNING of the herein described tract of land, said tract contains the gross amount of 0.955 acres (41,593 S.F.), of which 0.010 acres (440 S.F.) fall within the Pipeline Hidalgo and Cameron Counties Water Control and Improvement District No.9, r.O.W. easement (30.00' wide), leaving a net area of 0.945 acres (41,164 S.F.), more or less.