

## SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

The parties to this Settlement Agreement and General Release of Claims ("Agreement") are Hidalgo County, Texas ("Condemnor") and Southern Anchor, Ltd. ("Southern Anchor"). The parties referenced above and in the capacities so stated are hereinafter sometimes collectively referred to as the "Parties" and each of them is hereinafter sometimes individually referred to as "Party."

### RECITALS:

The Parties entered into this Agreement based upon the following facts, intentions and understandings:

- A. Condemnor, having found that: (i) to promote the public safety; (ii) to facilitate the safety and movement of traffic; and (iii) to preserve the financial investment of the public in its highways; public necessity requires the laying out, opening, constructing, reconstructing, maintaining, widening, straightening, extending, and operating for public use the State highway designated as FM 681/FM 2221, determined it necessary to acquire the fee simple title to the land and improvements, if any, designated on Exhibit "A" and Exhibit "B" and owned by Southern Anchor (collectively, the "Real Property"). Accordingly, Condemnor made a bona fide offer to acquire the Real Property from Southern Anchor voluntarily in accordance with Texas Property Code Section 21.0113. Condemnor and Southern Anchor were unable to agree upon the value of the Real Property and interest therein to be condemned or the damages occasioned by the acquisition of the Real Property. Condemnor subsequently filed a lawsuit under Cause No. CCD-0061-B, styled *Hidalgo County, Texas v. Southern Anchor, Ltd.*, in the County Court at Law No. Two of Hidalgo County, Texas on September 18, 2012 (the "Lawsuit") against Southern Anchor seeking to condemn the fee title in the Real Property and improvements, if any, for the purposes stated herein.
- B. Neither this Agreement nor any of its terms, covenants, or conditions shall be offered or received in evidence in any proceeding or utilized in any matter whatsoever as an admission of any wrongdoing of any nature or any liability therefore on the part of Hidalgo County, Texas or Southern Anchor, Ltd., provided, however, that nothing contained in this paragraph shall prevent this Agreement from being used, offered or received in evidence in any proceeding to enforce or otherwise effectuate the settlement.
- C. It is further understood and agreed that this settlement is the compromise of disputed claims and damages, that Hidalgo County, Texas and Southern Anchor,

Ltd. deny any wrongdoing, and that the obligations and consideration described herein are not to be construed as an admission of liability on the part of any person or entity released. This settlement is made by and on behalf of said Parties for the purpose of terminating the controversy between the Parties.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### AGREEMENTS

1. EFFECTIVE DATE. This Agreement is dated December 21, 2012, but shall become effective as of the date all Parties have executed this Agreement.

2. SETTLEMENT TERMS AND OBLIGATIONS.

A. *Southern Anchor's Obligations:* Contemporaneous with and in consideration of Condemnor's Obligations herein, Southern Anchor shall do the following:

- (i) Sell the Real Property to Condemnor on or before December 30, 2012 for the total amount of Forty-Nine Thousand Three Hundred Fifty-Eight and No/100ths Dollars (\$49,358.00); and
- (ii) Execute, acknowledge as required, and deliver to Condemnor, at Condemnor's request from time to time, on and after the Effective Date, any document requested by Condemnor to (i) correct any defect, error, omission, or ambiguity in this Agreement or any of the exhibits or schedules to this Agreement; (ii) comply with Southern Anchor's respective obligations under this Agreement; and (iii) correct any defect, error, omission, or ambiguity in any documents by and between Southern Anchor and third parties as it relates to the Real Property or this Agreement. Southern Anchor's obligations under this Section include an obligation to assist Condemnor in remedying any title defects or statutory violations associated with the Real Property based on matters that existed when Southern Anchor acquired the Real Property, or at any time thereafter when Southern Anchor held title to the Real Property.

B. *Condemnor's Obligations:* Upon satisfaction of Southern Anchor's Obligations set forth herein, Condemnor shall:

- (i) Sell the real property described in Exhibit "C" (the "Easement Tract") to Southern Anchor and release any easement held by Condemnor in

exchange for payment by Southern Anchor to Condemnor of Forty-Nine Thousand Three Hundred Fifty-Eight and No/100ths Dollars (\$49,358.00), contingent, however on the conveyance of the Easement Tract by the Texas Transportation Commission to Hidalgo County; and

(ii) Dismiss the Lawsuit with prejudice.

C. Southern Anchor shall execute, acknowledge as required, and deliver to Condemnor, at Condemnor's request from time to time, any document needed by Condemnor to:

(i) correct any defect, error, omission, or ambiguity in this Agreement; and

(ii) comply with Southern Anchor's obligations under this Agreement.

3. RELEASE OF CONDEMNOR AND RELATED PARTIES. Except as otherwise reserved herein, Southern Anchor hereby releases and forever discharges Hidalgo County, Texas, the State of Texas, and any employees, attorneys, agents, independent contractors, successors and assigns, of each and all related and affiliated entities (collectively, the "Released Parties") from any and all liability, claims, counterclaims, causes of action, demands, losses, expenses and damages, whether known or unknown, whether now existing or that might arise hereafter, whether at law or in equity, whether absolute or contingent, whether asserted in the Lawsuit or not, based on the facts underlying, arising out of, related to, or in any way connected with the Lawsuit or the relationship or interactions between Southern Anchor, Hidalgo County, Texas and the State of Texas. It is Southern Anchor's intention that this release shall be a full and final release of any and all of its claims against the Released Parties. Southern Anchor expressly assumes the risk that acts, omissions, matters, causes, or things may have occurred that it does not know or does not suspect to exist. Southern Anchor hereby waives the terms and provisions of any statute, rule or doctrine of common law which either: (i) narrowly construe releases purporting by their terms to release claims in whole or in part based upon, arising from, or related to such acts, omissions, matters, causes, or things; or (ii) restrict or prohibit the release of such claims.

4. REPRESENTATIONS AND WARRANTIES. The Parties hereto represent, warrant, acknowledge, confirm and agree as follows:

a. Neither party has assigned, pledged, or otherwise in any manner whatsoever sold or transferred, either by instrument or otherwise, any right, title, interest, demand, cause of action, or claim that is the subject of the release set forth in Paragraph 3 hereto.

b. The execution of this Agreement is not based upon any representation, understanding or agreement not expressly set forth herein. Neither Party nor its counsel has made any representations to any Party not expressly set forth herein;

c. Each Party executes this Agreement as a free and voluntary act, without any duress, coercion or undue influence exerted by or on behalf of any other party;

d. Acceptance of this Agreement or any act related hereto is in no way an admission of any fault or liability by any Party hereto;

e. Each Party has full and complete authorization and power to execute this Agreement in the capacity herein stated and this Agreement is a valid, binding and enforceable obligation and does not violate any law, rule, regulation, contract or agreement otherwise enforceable by or against any Party;

f. Condemnor makes no representations as to the tax consequences resulting from the terms of this Agreement and the payments set forth herein.

5. DEFAULT. There shall occur a Default (herein so called) by either Party under this Agreement if (a) either Party seeks or threatens to seek in any legal or equitable proceeding to set aside or otherwise terminate any Release under this Agreement, or (b) either Party violates any covenant under this Agreement. If a Default shall occur under this Agreement, either Party shall be entitled to exercise all rights and remedies allowed by applicable law and shall be entitled to recover reasonable attorney's fees.

6. MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals.

7. SUCCESSORS AND ASSIGNS. This Agreement shall become effective as specified in Paragraph 1 hereof and thereafter shall be binding upon and inure to the benefit of the respective Parties hereto and their respective predecessors, successors, legal representatives, administrators, attorneys, executors and assigns, as well as their agents, servants, employees, and affiliates, and all persons, either natural or corporate, in privity with either of them.

8. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America.

9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All representations and warranties made in this Agreement shall survive its execution and delivery.

10. SEVERABILITY. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be invalid or illegal. It is expressly agreed by the Parties that each, every, and all terms and provisions of this agreement are contractual in nature and not merely recitals.

11. FULL DISCLOSURE. The Parties hereby warrant and represent that before executing this Agreement, they have fully informed themselves of its terms, contents, and conditions (in effect that no promise or representation of any kind has been made by either Party, except as is expressly stated in this Agreement) and that they have had the opportunity to seek and have sought and received the advice of their respective legal counsel (which legal counsel is and has been familiar with their respective positions and business, generally) before entering into this Agreement, and that they fully understand the terms and provisions hereof.

12. NO WAIVER. The provisions of this Agreement may not be changed, discharged, terminated, altered or waived orally, but only by an instrument in writing signed by the Parties hereto.

13. CONSTRUCTION OF AGREEMENT. This Agreement shall be deemed as having been drafted by both Parties to it so that any rule of construction construing ambiguities against the drafter shall have no force or effect.

14. HEADINGS. The paragraph headings in this Agreement are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of this Agreement or of any part hereof.

15. INDEMNIFICATION. Southern Anchor hereby expressly acknowledges, represents, warrants, confirms and agrees that it will indemnify Hidalgo County, Texas and the State of Texas from any and all claims, lawsuits, payments, rights damages, or demands, together with any expenses and/or attorneys fees incurred as a result thereof, made against Hidalgo County, Texas and the State of Texas by any party in connection with the matters released hereby.

16. ENTIRE AGREEMENT. This Agreement, upon its effectiveness in accordance with Paragraph 1 above, shall constitute the entire settlement and release agreement between the Parties hereto with respect to the matters contained herein, is a final and complete release of those matters set forth herein, and shall supersede and replace all previous agreements or understandings, if any, whether written or oral, relating to such matters. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement on the dates indicated below in multiple originals.

[Signature Page Follows]

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\_\_\_\_\_

\_\_\_\_\_

Date: 12/28/12

HIDALGO COUNTY

By: Ramon Garcia  
Ramon Garcia, County Judge

APPROVED BY  
COMMISSIONERS' COURT  
ON: 12/28/12

Date: 12-21-12

SOUTHERN ANCHOR, LTD.

By: Richard A. Boeye, General Partner  
Richard A. Boeye, sole General Partner

*Attest:*  
Robert Guzman  
Robert Guzman Sr.  
Co. Clerk

APPROVAL BY ATTORNEYS:

ATTORNEYS FOR CONDEMNOR

ATLAS, HALL & RODRIGUEZ, LLP  
818 Pecan/P.O. Box 3725  
McAllen, Texas 78501/78502  
Telephone No. 956/682-5501  
Telecopy No. 956/686-6109

By: 

\_\_\_\_\_  
Gregory S. Kazen  
State Bar No. 24007469

Page 1 of 3  
July 13, 2009  
Revised May 14, 2010  
Revised August 26, 2010  
Revised October 8, 2010  
Revised March 15, 2011  
Revised September 28, 2011  
Revised December 2, 2011

Exhibit "A"

County: Hidalgo  
Highway: FM 681 & FM 2221  
RCSJ: 0862-01-048

Parcel 28B  
Property Description

A tract of land containing 0.233 acre (10,158 square feet), situated in Hidalgo County, Texas and also being a part or portion of LOT 81, BLOCK 4, LA HOMA RANCH CITRUS GROVES UNIT 2, recorded in Volume 8, Page 9, H.C.M.R., and said 0.233 acre (10,158 square feet) also being a part or portion of a 14.840 Acre tract of land deeded to Southern Anchor, LTD., recorded in Document No. 1661191, H.C.D.R., by VBC, LLC, a Texas Limited Liability Company on September 08, 2006, and said 0.233 acre (10,158 square feet) also being more particularly described as follows;

COMMENCING on the northeast corner of said Lot 81;

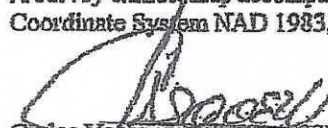
THENCE N 63° 50' 12" W, along the North line of said Lot 81, a distance of 1401.41 feet, to the East right-of-way line of Moorefield Drive, THENCE, S 08° 55' 32" W, along the East right-of-way line of said Moorefield Drive, a distance of 436.16 feet, to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed East right of way line of said Moorefield Drive on the most northerly northeast corner of this tract and the POINT OF BEGINNING; having surface coordinates of X=1037175.84 and Y=16642551.36. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. THENCE S 08° 55' 32" W, along the proposed East right-of-way line of said Moorefield Drive, a distance of 117.51 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the proposed North right-of-way line of FM 2221, for an inside corner of this tract;
2. THENCE S 36° 03' 14" E, continuing along the proposed North right-of-way line of said FM 2221, a distance of 70.74 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for an inside corner of this tract;

Page 2 of 3  
July 13, 2009  
Revised May 14, 2010  
Revised August 26, 2010  
Revised October 8, 2010  
Revised March 15, 2011  
Revised September 28, 2011  
Revised December 2, 2011  
Parcel 28E

3. **THENCE** S 81° 02' 00" E, continuing along the proposed North right-of-way line of said FM 2221, a distance of 109.78 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a point of curvature on the most southerly northeast corner of this tract;
4. **THENCE** along the said curve to the left with a radius of 622.94 feet, an interior angle of 05° 18' 15", an arc length of 57.67 feet, a tangent of 28.86 feet and a chord that bears S 48° 03' 58" E a distance of 57.65 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the north right-of-way of said FM 2221, for the southeast corner of this tract;
5. **THENCE** N 81° 02' 00" W (N 81° 10' W), along the north right-of-way line of said FM 2221, a distance of 223.12 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the East right-of-way line of Moorefield Drive, for the southwest corner of this tract;
6. **THENCE** N 08° 55' 32" E (N 8° 50' E), along the East right-of-way line of said Moorefield Drive, a distance of 223.25 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract on the northwest corner of this tract;
7. **THENCE** along the said curve to the left with a radius of 622.94 feet, an interior angle of 02° 38' 00", an arc length of 28.63 feet, a tangent of 14.32 feet and a chord that bears S 22° 40' 25" E a distance of 28.63 feet to the **POINT OF BEGINNING**, containing 0.233 acre (10,158 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

  
~~Carlos Vasquez, R.P.L.S. 4608~~  
Registered Professional Land Surveyor  
State of Texas No. 4605  
Date: July 13, 2009





**LEGEND**

SIGN	RIGHT-OF-WAY POST
HANDHELD TELEPHONE	CHARLING FENCE
TRAFFIC SIGNAL LIGHT	VOID FENCE
TELEPHONE PEDESTAL	FOUND 1/2" IRON ROD
LIGHT POLE	FOUND IRON PIPE
WATER METER	SET IN 2" IRON ROD
FIRE HYDRANT	WITH PLASTIC CAP
GUY	STAMPED "CVO LS" SET
POWER POLE	FOUND 1/2" IRON ROD
	OVERHEAD POWER

P.O.C.  
PARCEL 288  
N.E. COR. LOT 81

LOT 81, BLOCK 4  
LA HOMA RANCH  
GROVES UNIT No. 2  
(VOL. 8, PG. 9, H.C.M.R.)

SOUTHERN ANCHOR, LTD.  
IDOC. #15191, H.C.D.R.

RIGHT OF WAY SKETCH  
SHOWING PROPERTY OF  
SOUTHERN ANCHOR, LTD.



**NOTE:**  
1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.  
2. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVO LS" SET, UNLESS OTHERWISE NOTED.

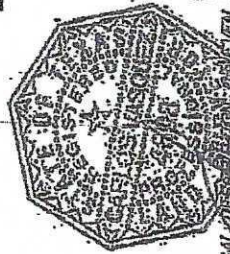


517 BEAUMONT AVE.  
HOUSTON, TEXAS 77002  
PH. (281) 610-1551  
FAX (281) 610-1547

**JAVIER HINOJOSA ENGINEERING**  
CONSULTING ENGINEERS  
415 G. W. WALKER BLVD., HOUSTON, TEXAS 77004  
PHONE (281) 610-1511

REVISED DECEMBER 2, 2011  
REVISED SEPTEMBER 20, 2011  
REVISED MARCH 25, 2011  
REVISED OCTOBER 25, 2010  
REVISED AUGUST 20, 2010  
REVISED MAY 14, 2010

OWNER	PARCEL 288	DATE OF SURVEY	APRIL 2011	COUNTY	HARRIS
ACCOUNT NO.	TEST #2	PROJECT NO.	0002-01-016	DATE OF SHEET	07/12/00
DATE OF SHEET	07/12/00	DATE OF SURVEY	APRIL 2011	DATE OF SURVEY	APRIL 2011
DATE OF SURVEY	APRIL 2011	DATE OF SURVEY	APRIL 2011	DATE OF SURVEY	APRIL 2011



A LEGAL DESCRIPTION OF THE PROPERTY SURVEYED  
DATE HEREIN IS INCORPORATED BY REFERENCE INTO THIS PLAN  
CARLOS VASQUEZ, R.P.L.S. 4608

EXHIBIT "B"

County: Hidalgo  
Highway: FM 681 & FM 2221  
RCSJ: 0669-01-052

Parcel 28C  
Property Description

A tract of land containing 0.507 acre (22,071 square feet), situated in Hidalgo County, Texas and also being a part or portion of LOT 81, BLOCK 4, LA HOMA RANCH CITRUS GROVES UNIT 2, recorded in Volume 8, Page 9, H.C.M.R., and said 0.507 acre (22,071 square feet) also being a part or portion of a 14.840 Acre tract of land deeded to Southern Anchor, LTD., recorded in Document No. 161191, H.C.D.R., by VBC, LLC, a Texas Limited Liability Company on September 08, 2006, and said 0.507 acre (22,071 square feet) also being more particularly described as follows;

COMMENCING on the northeast corner of said Lot 81;

THENCE S 08° 55' 32" W (S 08° 34' 32" W), along the East line of said Lot 81, a distance of 184.11 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set for the northeast corner of this tract and the POINT OF BEGINNING; having surface coordinates of X=1038462.42 and Y=16642187.52. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. THENCE S 08° 55' 32" W (S 08° 34' 32" W), along the East line of said Lot 81, distance of 35.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the North right-of-way line of FM 681, for the southeast corner of this tract;
2. THENCE N 81° 02' 00" W (N 81° 10' W), along the North right-of-way line of said FM 681, a distance of 803.94 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract;
3. THENCE N 08° 58' 00" E, a distance of 9.82 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for an inside corner of this tract;
4. THENCE N 81° 03' 14" W, a distance of .73 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;

5. **THENCE** along the said curve to the right with a radius of 522.94 feet, an interior angle of  $10^{\circ} 59' 28''$ , an arc length of 100.32 feet, a tangent of 50.31 feet and a chord that bears  $N 75^{\circ} 33' 46'' W$ , a distance of 100.16 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the proposed North right-of-way of said FM 681, for the northwest corner of this tract;
6. **THENCE**  $S 81^{\circ} 02' 00'' E$ , along the proposed North right-of-way line of said FM 681, a distance of 177.25 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;
7. **THENCE** along the said curve to the left with a radius of 7,925.00 feet, an interior angle of  $02^{\circ} 32' 01''$ , an arc length of 350.44 feet, a tangent of 175.25 feet and a chord that bears  $S 82^{\circ} 18' 00'' E$ , a distance of 350.41 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set for a point of reverse curvature of this tract;
8. **THENCE** along the said curve to the right with a radius of 8,075.00 feet, an interior angle of  $02^{\circ} 31' 58''$ , an arc length of 356.96 feet, a tangent of 178.51 feet and a chord that bears  $S 82^{\circ} 17' 57'' E$ , a distance of 356.93 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set for a point of tangency of this tract;
9. **THENCE**  $S 81^{\circ} 02' 00'' E$ , along the proposed North right-of-way line of said FM 681, a distance of 19.92 feet to the **POINT OF BEGINNING**, containing 0.507 acre (22,071 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

*Carlos Vasquez*  
Carlos Vasquez, R.P.L.S. 4608  
Registered Professional Land Surveyor  
State of Texas No. 4605  
Date: July 13, 2009



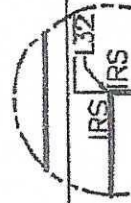
SOUTHERN ANCHOR, LTD.  
 (DOC. #165189, H.C.D.R.)  
**LOT 81, BLOCK 4**  
 LA HOMA RANCH  
 GROVES UNIT No. 2  
 (VOL. 8, PG. 9, H.C.M.R.)

P.O.B. PARCEL 28C  
 X=1038462.42  
 Y=16642187.52  
 STA 392+19.85  
 OS 75.00 LT

I = 02°32'01"  
 R = 7925.00'  
 CL = 350.41'  
 L = 175.25'  
 L = 350.44'  
 CH = S 82°18'00" E

I = 02°31'58"  
 R = 8075.00'  
 CL = 178.51'  
 L = 356.96'  
 CH = S 82°17'57" E

END OF PROJECT:  
 CSI: 0652-01-057  
 STA: 503+99.10  
 BEGINNING OF PROJECT  
 CSI: 0659-01-043  
 STA: 382+96.50



NOTE:

- ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.
- ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.

NUMBER	DIRECTION	DISTANCE
L29	S 61°02'00" E	19.92'
L31	N 06°58'00" E	9.82'
L32	N 81°03'14" W	1.73'

NUMBER	DELTA ANGLE	RADIUS	CHORD LENGTH	CHORD DIRECTION	TANGENT ARC LENGTH
C56	10°59'28"	522.94	100.16	N 75°33'46" W	50.31
					100.32

LEGEND

- RIGHT-OF-WAY POST
- CHAIN-LINK FENCE
- VOID FENCE
- FOUND 1/2" IRON ROD
- FOUND IRON PIPE
- SET # 5 24" IRON ROD
- WITH PLASTIC CAP
- STAMPED "CVQ LS"
- FOUND 1/2" IRON ROD
- OVERTHEAD POWER
- HANDBOLE TELEPHONE
- TRAFFIC SIGNAL LIGHT PILE
- TELEPHONE PEDestal
- LIGHT POLE
- WATER METER
- FIRE HYDRANT
- GUY
- POWER POLE

RIGHT OF WAY SKETCH  
 SHOWING PROPERTY OF  
 SOUTHERN ANCHOR, LTD.

A LEGAL DESCRIPTION OF THE LAND SHOWN  
 DATE HEREIN ACCOMPANIES THIS PLAN  
 CARLOS VASQUEZ, R.P.L.S. #608



JAVIER HINOJOSA ENGINEERING  
 CONSULTING ENGINEERS  
 418 G. STE. AVENUE, HOUSTON, TEXAS 77054  
 PHONE: (810) 441-1838  
 FAX: (810) 441-1838

REVISED OCTOBER 22, 2010  
 REVISED AUGUST 16, 2010  
 RELEASED MAY 14, 2010

EXISTING	PROV. DRAWING	ACCOUNT NO.	DATE OF SURVEY	COUNTY
1484 Ac.	0.607 Ac.	0659-01-063	07/13/08	HIDALGO
(22.02) Ac. (5.75)				

SCALE: 1" = 100.00'



EXHIBIT "C"



Revised September 26, 2012  
METES AND BOUNDS DESCRIPTION  
0.91 ACRE OF LAND  
LA HOMA RANCH CITRUS  
GROVES UNIT 2  
HIDALGO COUNTY, TEXAS

LLC

A tract of land containing 0.91 acre of land, situated in Hidalgo County, Texas, being a part or portion of LOT 81, BLOCK 4, LA HOMA RANCH CITRUS GROVES UNIT 2, map reference: Volume 8, Page 9, H.C.M.R., and said 0.91 acre of land being more particularly described as follows;

COMMENCING on the Northeast corner of said Lot 81, THENCE, N 63° 50' 12" W, along the North line of said Lot 81, a distance of 1401.41 feet to the East right-of-way line of F.M. 681 (Moorefield Drive), recorded in Volume 487, Page 271, H.C.D.R., THENCE, S 08° 55' 32" W, continuing along the East right-of-way line of said Moorefield Drive, a distance of 97.66 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a point of curvature, the northwest corner of this tract and the POINT OF BEGINNING;

THENCE, continuing along the East right-of-way line of F.M. 681 and along said curve to the left with a radius of 522.94 feet, an interior angle of 75° 30' 22", an arc length of 689.15 feet, a tangent of 404.95 feet and a chord that bears S 28° 49' 40" E, a distance of 640.35 feet a ½" iron rod with a plastic cap stamped "CVQ LS" set, for the southeast corner of this tract;

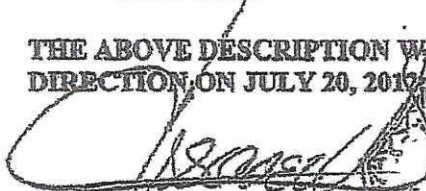
THENCE, N 81° 02' 00" W, a distance of 232.28 feet to an iron rod found on the West right-of-way line of said F.M. 681, for a point of curvature of this tract, for the most southerly southwest corner of this tract;

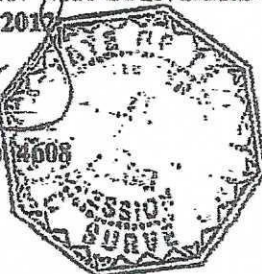
THENCE, along the West right-of-way line of F.M. 681 and along said curve to the right with a radius of 622.94 feet, an interior angle of 21° 25' 26", an arc length of 232.93 feet, a tangent of 117.84 feet and a chord that bears N 34° 42' 08" W, a distance of 231.57 feet to an iron rod found, for the most northerly southwest corner of this tract;

THENCE, N 08° 55' 32" E, a distance of 338.50 feet to the POINT OF BEGINNING, containing 0.91 acre of land, more or less.

Bearing basis as per TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION, ON JULY 20, 2012.

  
Carlos Vásquez, R.P.L.S. No. 4608  
CVQ Land Surveyors, LLC



DATE OF RECORD AS PER  
STATE PUBLIC RECORDS STATE  
MAP NO. 20111 2012

SCALE: 1" = 100.00'

LOT 82, BLOCK 4  
LA HOMA RANCH CITRUS GROVES No. 2  
VOL. 9, PG. 9, H.C.D.R.

H.C.D. No. 6  
LINED CANAL 70' ROW  
LATERAL 3/4"  
VOL. 125, PG. 218, H.C.D.R.

LA HOMA RANCH CITRUS GROVES No. 2  
VOL. 9, PG. 9, H.C.D.R.

LOT 81  
BLOCK 4

P.O.C.  
N.E. COR.  
LOT 81

R = 522.94'  
D = 75°30'32"  
L = 689.15'  
T = 404.95'  
CH = 640.35'  
S 28°49'40" E

0.91 ACRE

EXISTING ROW  
VOL. 482, PG. 274, H.C.D.R.

EXISTING RIGHT-OF-WAY

PROPOSED RIGHT-OF-WAY  
(0.507 AC.)

N 81°02'00" W  
232.28'

N 08°55'32" E  
338.50'

N.M. 001

(MORNING DRIVE)  
VOL. 10, PG. 21, H.C.D.R.

EXISTING RIGHT-OF-WAY  
97.65'

EXISTING RIGHT-OF-WAY

PROPOSED RIGHT-OF-WAY  
(0.233 AC.)

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