

EXHIBIT 1
Legal Description of Property

STATE OF TEXAS §
COUNTY OF CAMERON §

CAMERON COUNTY, TEXAS
CHAPTER 381
TAX ABATEMENT AGREEMENT
WITH
RAYOS DEL SOL SOLAR PROJECT, LLC

THIS TAX ABATEMENT AGREEMENT ("Agreement"), dated this day of August 2018 is entered into by and between Rayos del Sol Solar Project, LLC, a Delaware limited liability company ("the Company"), and the County of Cameron, Texas ("the County").

WHEREAS, Article 3 Section 52A of the Texas Constitution authorizes the state legislature to enable counties to implement programs for purposes of economic development under which counties may make loans and grant public monies for the purposes of stimulating local economic development and business and commercial activity in the County; and

WHEREAS, Section 381 of the Texas Local Government Code authorizes the governing body of the County to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and for providing property tax abatement to promote local economic development and to stimulate business and commercial activities in the County; and

WHEREAS, the County adopted a Resolution governing Chapter 381 tax abatement agreements within Cameron County on (county date) and this Agreement is consistent with such Resolution and applicable state laws, including Section 312 of the Texas Tax Code; and

WHEREAS, the County is creating a tax abatement program to assist the Company in establishing an operation on property on which it holds a legal interest, more particularly described in Exhibit 1.

WHEREAS, the County deems that it is in the best interest of the County to assist the Company in establishing operations in Cameron County;

NOW, THEREFORE, the County and the Company agree as follows:

Article I
RECITALS

The following understanding forms the basis of this Agreement:

1.1 The Company presently holds legal interests through leases, easements and option agreements over approximately 2,000 acres of land in Cameron County, Texas, more particularly described on Exhibit 1 ("Project Property").

1.2 The Company proposes to establish and maintain a “Renewable Energy Project” at the Project Property, and operate and maintain the Renewable Energy Project for at least ten (10) years.

1.3 The Company’s proposed Renewable Energy Project is approximately a 150 megawatt (MW) natural solar energy generating facility in Cameron County, Texas through which the Company is estimated to invest \$325,000 in property improvements and \$162,000,000 in taxable personal property (“Improvements”) and, once in operation, employ at least two (2) full-time workers (or full-time equivalents) with annual salaries averaging \$40,154 each, commencing no later than December 2020.

1.4 The Company will achieve the schedule of performances by year of operation shown on Exhibit 2 and such performances shall form the basis for the Company to receive the County incentives outlined in Article II below.

1.5 The Company and the County desire to elaborate, develop, and define their understanding in this Agreement as to certain matters contained in this Agreement to the extent those matters are reasonably determinable.

1.6 For the purpose of this Agreement the term “Operational Years” means the ten (10) calendar years during which the Renewable Energy Project shall be constructed, remain in operation, receive tax abatement from the County.

1.7 For purposes of calculating County personal property taxes applicable to personal property of the Renewable Energy Project, the Company shall depreciate the value of such property consistent with statutory requirements of the State of Texas.

Article II INCENTIVES

2.1 As an inducement to the Company to develop and continuously operate the Renewable Energy Project for at least ten (10) years, and to maintain the Renewable Energy Project in operation for the minimum period set forth in Section 1.2, the County agrees that the Company shall receive a tax abatement for the County’s personal property taxes as specified in Section 2.2, below, to help the Company pay the construction and start-up costs of the Renewable Energy Project.

2.2 In further consideration of the Company’s performance of its obligations herein, shown in Exhibit 2, the County agrees that the Company shall receive a tax abatement in an amount equal to the personal property tax based on the personal property of the Renewable Energy Project located in Cameron County, Texas, and which such taxes are assessed by the County (excluding all other taxing jurisdictions), as follows:

Beginning January 1, 2021, the first full calendar year after the Company provides written notice certifying that the Renewable Energy Project has commenced commercial operations ("Certified Notice of Commencement of Operations") to the County, the abatement shall continue for ten (10) years and terminate no later than 2030.

Percent of County Property Taxes to be Abated:

Year 1	100%
Year 2	100%
Year 3	100%
Year 4	100%
Year 5	100%
Year 6	100%
Year 7	100%
Year 8	100%
Year 9	100%
Year 10	100%

The base year value for this Agreement shall be existing personal property of the Renewable Energy Project established by the Cameron Appraisal District as of January 1, 2019.

2.3 Company and County agree that the Improvements described above, once constructed, shall constitute fixtures and shall remain in place and operational, to the extent commercially reasonable, until at least twenty (20) years after the date the Certified Notice of Commencement of Operations for such improvements is provided by the Company to the County.

2.4 Company agrees to indemnify and hold County harmless from liability, claims, demands and suits, including reasonable and necessary attorney's fees incurred by County arising out of litigation filed against County by any third party contesting the validity or legality of the abatement granted herein. Company may discharge its indemnity obligation hereunder by terminating this Agreement and paying to County all taxes abated under this Agreement, together with interest and penalties on the abated amount at the rate and amounts provided for in the Texas Tax Code for delinquent taxes.

2.5 On or before March 1 of each year that this Agreement is in effect, the Company must submit to the County, an award affidavit signed and affirmed by an appropriate officer of the Company, stating that to the best of the Company's knowledge:

(i) the Company's intent to maintain the Renewable Energy Project in full operation in accordance with the terms of this Agreement, (ii) the Company's representation and warranties contained in Section 3.1 are true and correct as of the date of the award affidavit, and (iii) the Company's certification that the performances set forth in Section 1.4 have been achieved and that reasonable backup documentation exists to substantiate the Company's calculations and performances as set forth in the award affidavit. The Company shall also submit such documentation as may be reasonably requested by the County in such form as the County may request.

2.6 The County will have the right, and the Company shall allow the County to audit the Company's records to determine compliance with the award affidavit during each of the Operational Years pursuant to the procedures in Section 7.6 herein. If the award affidavit is found to

be incorrect in any material way with respect to the calculations or regarding the Company's representations and warranties, then, in addition to the remedies available to the County under Section 6.1, the Company will pay to the County on demand at its address set forth herein, the reasonable cost of the audit within thirty (30) days of the Company's receipt of a detailed summary of the scope of work and itemized invoice. If such audit proves the award affidavit is correct, the expense of any such audit will be paid by the County.

The Company's failure to comply with and meet the requirements for an Operational Year will not eliminate or limit the right of the Company to an abatement for that Operational Year if, and only, if, (i) the deficit in the requirements was less than ten (10%) percent of the target, (ii) the Company accurately sets forth the calculations in the award affidavit for the Operational Year, and (iii) the Company makes specific reference to this waiver in any award field for the Operational Year.

Article III PAYMENT IN LIEU OF TAXES

As partial consideration for the grant of tax abatement in Article II hereof, the Company agrees to make the following payments to the County:

3.1 On or before December 31st of each year of the first ten years of the tax abatement, and commencing on January 1 of the first full calendar year after the Certified Notice of Commencement of Operations is provided by the Company to the County, the Company shall pay the County the following payments:

Year 1 – 10 - \$125,000.00.

3.2 In the event the amount due under Article III, Section 1 is not paid by December 31st of the year in which it is due, the County shall notify the Company that such payment is due and owing by January 15th of the following year. Delinquent payments shall accrue penalty and interest as provided in the Texas Tax Code commencing thirty (30) days after the Company's receipt of notice of such delinquency from the County.

Article IV USE OF LOCAL RESOURCES

4.1 Company will make commercially reasonable efforts to fill construction jobs and permanent jobs with residents of the County. Company will advertise the availability of such positions on its website and participate in local job fairs as appropriate. To the extent practicable, Company shall also use local suppliers for construction materials and supplies.

Company shall not, however, be required to use goods and services provided by Cameron County residents that are not (i) of similar quality to those provided by nonresidents or (ii) made available on terms, conditions, and prices comparable to those offered by nonresidents.

42 Company or its construction contractor, if any, will provide contact information to the County for individuals, businesses and contractors residing or doing business in Cameron County who are interested in obtaining information from the Company about providing goods or services related to the construction of the Renewable Energy Project.

Article V
REPRESENTATIONS AND WARRANTIES

5.1 The Company represents and warrants to the County (and covenants with the County where applicable) that:

(a) The Company is authorized to do business in the State of Texas and has requisite power and authority, corporate or otherwise, to conduct its business, to own its present assets, and to perform all of its obligations under this Agreement;

(b) The Company's execution, delivery and performance of its obligations under this Agreement have been duly authorized by all necessary actions and do not violate any provision of any existing law, rule, regulation, or contract by which the Company or its property or assets is bound or affected;

(c) The Company has not filed and there are there no pending bankruptcy proceedings or other debtor relief proceeding relative to the Company or contemplated by the Company; and

(d) To the Company's best knowledge, the Company is not delinquent in the payment to the County of any material impositions (as that term is hereinafter defined) due and owing from the Company (if any) related to the Renewable Energy Project, except those contested by the Company by appropriate proceedings promptly initiated and diligently conducted. As used herein, "impositions" means (i) real estate and personal taxes, water, gas, sewer, electricity and other utility rates, and (ii) all other taxes, charges and assessments and any interest, cost or penalties with respect thereto, of any kind and nature, levied or imposed upon the Renewable Energy Project, or any income therefrom, or the ownership, use, occupancy or enjoyment thereof.

5.2 The County represents and warrants to the Company that:

(a) The County is duly authorized to do business in the State of Texas and has requisite power and authority, corporate or otherwise, to conduct its business and to own its present assets, and to execute and deliver all of its obligations under this Agreement;

(b) The execution, delivery, and performance by the County of its obligations under this Agreement have been duly authorized by all necessary action and do not violate any provision of existing law, rule, regulation or contract by which the County or its property or assets are bound or affected.

Article VI
NOTICES

6.1 Any notice or document required or permitted to be given hereunder by one party to the other will be in writing, mailed by first-class or express mail, postage prepaid, certified with return receipt requested, sent by facsimile, or sent by overnight delivery using a recognized overnight courier. All such communication will be mailed, sent, or delivered at the address respectively indicated in this Article VI or at such other address as either party may have furnished the other party in writing pursuant to Section 6.4. Any communication so addressed and mailed will be deemed to be given three (3) calendar days after mailed, any communication sent by overnight courier shall be deemed received one (1) business day after so sent and any communication so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communications so delivered in person shall be deemed to be given when receipted for by the Company or the County, as the case may be.

6.2 The address of the County for all purposes under this Agreement and for all notices hereunder shall be:

Name: Eddie Trevino, Jr.
Title: County Judge
Address: 1100 E. Monroe
City/State: Brownsville, Texas 78520
Telephone: (956) 544-0830

6.3 The address of the Company for all purposes under this Agreement and for all notices hereunder shall be:

Name: Matt Gilhousen
Title: Vice President
Address: 16105 West 113th St., Ste. 105
City & State: Lenexa, KS 66219
Telephone: (913) 888-9463

6.4 From time to time either party may designate another notice address within the 48 contiguous states of the United States of America for the purpose of this Agreement by giving the other party written notice of such of address in accordance with the provisions of this Article IV.

Article VII
GENERAL

7.1 This Agreement may be amended, but only in writing, signed by each of the parties hereto.

7.2 The covenants and contracts contained in this Agreement, or in any document certificate or other instrument delivered under or pursuant to this Agreement, will survive the execution and delivery hereof, the consummation of this Agreement, and continue to survive thereafter for the applicable statute of limitations to ensure full performance thereof and full recourse for nonperformance by any party.

7.3 The parties agree that no third person has in any way brought the parties together or been instrumental in the making of this Agreement. The Company agrees to indemnify the County against any cost resulting from any claim by any third person for any commission brokerage, finder's fee or any other payment based upon any alleged agreement or understanding between such third party and the Company, whether expressed or implied from the actions of the Company.

7.4 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns. This Agreement may not be assigned by either the County or the Company without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld or delayed. Notwithstanding the forgoing, the Company may assign its rights and obligations under this Agreement to (i) an affiliate, (including without limitation, a direct or indirect parent, joint venture, subsidiary or other related entity); (ii) to any entity that has acquired all or substantially all of the Company's assets; or (iii) to any successor to the Company by merger, consolidation or other reorganization, provided that, with respect to any such assignment: (A) the Company shall notify the County of any such transaction following such occurrence in accordance to the terms of Article IV hereof, and (B) such successor or affiliate shall assume all of the Company's obligations hereunder. Upon assignment of this Agreement by the Company and assumption of the Company's obligations hereunder by the assignee pursuant to this Section 7.4, the Company (or any affiliate, subsidiary, or prior assignee) shall have no further rights, duties, or obligations under the Agreement. Nothing in this Agreement, expressed or implied, is intended to confer upon any other persons any rights or remedies under or by reason of this Agreement.

7.5 Upon the occurrence of an event of default pursuant to Section 8.1(a) and subject to the cure period in 8.02, the County, will as its sole exclusive remedy, collect the full amount of ad valorem taxes owed for the Project Property, net of any payment made to the County pursuant to Article III. Upon the occurrence of an event of default pursuant to Section 8 (b) through (e) subject to the cure period in 8.02, the County may terminate this Agreement and assert any remedy at law or equity to enforce the provisions hereof.

If one or more remedies for a default by the Company are applicable, the County may pursue such jointly or alternatively as it may elect and the forbearance by the County to enforce any remedy provided above upon an event of default shall not be deemed or construed to constitute a waiver of such default.

7.6 During normal business hours, and following not less than fifteen (15) business days prior written notice, the Company will allow the County reasonable access to the Company's records and books wherever located to verify payment any information germane to the Company's expected performances under this Agreement.

7.7 This Agreement shall not be transferred by Company to subsequent owners or lessees of the Renewable Energy Project without prior written notice to the County. Any assignment shall require that all conditions and obligations in this Agreement applying to the interest acquired by the assignee shall be assumed by the assignee, and upon such assumption, Company (or any affiliate, subsidiary, or prior assignee) shall have no further rights, duties, or obligations under the Agreement to the extent such rights, duties, or obligations apply to the interest acquired by the assignee.

Notwithstanding the above and to the extent allowed by applicable law, in the event Company sells, assigns, or otherwise conveys (other than pursuant to eminent domain, condemnation, or a similar proceeding) all or a portion of the Project to an entity not subject to the payment of personal property taxes ("Tax Exempt Assignee"), without the County's prior written consent, the following taxes previously abated by virtue of this Agreement will be recaptured and paid to County within sixty (60) days of the effective date of such assignment or conveyance. If the assignment or conveyance to the Tax Exempt Assignee occurs during the Term of this Agreement, the taxes previously abated by virtue of this Agreement for the two (2) tax years immediately preceding the assignment or conveyance will be recaptured and paid to the County. If the assignment or conveyance to the Tax Exempt Assignee occurs within three (3) years after the expiration of the Term of this Agreement the taxes previously abated by virtue of this Agreement for the last two (2) years of this agreement will be recaptured and paid to County. If the assignment or conveyance to the Tax Exempt Assignee occurs more than three (3) years after the Term of this Agreement, there will be no recapture of taxes previously abated by virtue of this Agreement. With the County's consent, if the assignment or conveyance is made to Tax Exempt Assignees including Cameron County, the State of Texas, the United States of America or another political subdivision thereof, there will be no recapture of taxes previously abated.

Any transfer or assignment to a third party without prior notice and consent of the County pursuant to this Section 7.8 shall constitute a material breach of this Agreement and shall serve to vacate and nullify any tax exemptions as provided in this Section 7.8 and by this Agreement.

7.8 General Terms:

(a) The heading contained in the Articles of this Agreement are for reference only and do not affect in any way the meaning or interpretation of this Agreement.

(b) As used in this Agreement, all references to exhibits refer to the exhibits attached hereto (each of which is hereby incorporated into and deemed to be a part of this Agreement). All documents referred to by recording data or otherwise are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

(c) This Agreement will be construed and enforced in accordance with the laws of the State of Texas.

(d) Time is of the essence to this Agreement.

(e) If any term or provision of this Agreement is invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement will remain in full force and effect and such invalid, illegal or unenforceable term or provisions shall be reformed automatically so as to comply with the applicable law or public policy and to effect the original intent of the parties.

(f) A business day means Monday through Friday of each calendar week, exclusive of holidays observed generally by Cameron County, Texas.

(g) This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(h) This Agreement (together with the Exhibits hereto and the documents to be delivered pursuant hereto) constitutes the entire agreement among the parties, all negotiations by between and among them being merged into this Agreement (together with such Exhibits and documents).

(i) Unless context requires otherwise, the words, "herein", "hereof" and "hereunder", and words of like import, shall be deemed to refer to this Agreement in its entirety and not to any individual article, section, subsection, paragraph, or subparagraph. The pronouns used in this Agreement will be constructed as masculine, feminine or neuter, singular or plural, as the context may require.

(j) Each party hereto has been represented by legal counsel designated by it and no provision of this Agreement will be construed in favor of, or against, any of the parties hereto by reason of the extent to which this Agreement or any provision hereto is inconsistent with any prior draft hereof or thereof.

(k) The "Effective Date" of this Agreement is December 30, 2018.

(l) This Agreement shall terminate on the last day of the last Operational Year as specified in Section 2.2 unless extended by mutual agreement of the County and the Company.

Article VIII DEFAULT

8.1 The following events shall be deemed to be events of default by the Company under this Agreement:

(a) The Company fails to submit to the County the award affidavit at the time and in the manner required in this Agreement;

(b) Any warranty, affirmation or representation made to the County by or on behalf of the Company (including but not limited to those required to be made in the certificate or any award affidavit) proves to have been false in any material respect when made;

(c) The Company fails to timely comply with the non-monetary duties of Article II;

(d) The Company fails to timely pay, when obligated, any investigation cost incurred by the County hereunder, any audit cost under Article II;

(e) To the extent permitted by law, if bankruptcy or insolvency proceedings are commenced by or against the Company.

8.2 If the County determines that the Company is in default in accordance with the terms and conditions of this Agreement, then the County shall notify the Company in writing of such default. If such default is not cured within thirty (30) days from the date of receipt of the notice by the Company, then the County may exercise its remedy under Section 7.5. If the Company cannot cure the default within such thirty (30) day cure period, then the Company may request from the County an additional fifteen (15) days to cure the default before the County pursues its remedy under Section 7.5.


(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the undersigned parties hereto have made and executed this Agreement on this the 21st day of August 2018.

Cameron County, Texas

Rayos del Sol Solar Project, LLC,
a Delaware limited liability company

Eddie Trevino, Jr.
County Judge



Matt Gilhousen
Vice President

Attested By:

Sylvia Garza-Perez, MHA, BA. County Clerk

(affix seal)

- 1) Blocks 15 and 16 out of Randall's Irrigated Farm Subdivision out of the Adams Garden Subdivision, Cameron County, Texas.
- 2) BLOCK 22 OF THE DANA SUBDIVISION IN THE LA FERIA GRANT IN CAMERON COUNTY, TEXAS, CONTAINING 16.62 ACRES MORE OR LESS.

AND

THE NORTH 24.01 ACRES OF BLOCK 23 OF THE DANA SUBDIVISION IN THE LA FERIA GRANT IN CAMERON COUNTY, TEXAS, CONTAINING 24.01 ACRES OF LAND, MORE OR LESS.

AND

BEING THE SOUTH 9.79 ACRES OF BLOCK 23 OF THE DANA SUBDIVISION IN LA FERIA GRANT IN CAMERON COUNTY, TEXAS, CONTAINING 9.79 ACRES OF LAND, MORE OR LESS.

- 3) BEING all of Block Fourteen (14) of the Dana Subdivision in the La Feria Grant in Cameron County, Texas, containing 13.71 acres of land, more or less.

AND

Being all of BLOCK FIVE (5) of the B.H. DUNLAP RIVER RANCH SUBDIVISION in the LA FERIA GRANT in Cameron County, Texas.

- 4) Block Thirteen (13), DANA SUBDIVISION, in La Feria, Cameron County, Texas, according to the Map or Plat thereof recorded in Volume 7, Page 17, of the Map Records, Cameron County, Texas, containing 20.34 acres of land more or less.

AND

Block Fifteen (15), DANA SUBDIVISION, in La Feria, Cameron County, Texas, according to the Map or Plat thereof recorded in Volume 7, Page 17, of the Map Records, Cameron County, Texas, containing 20.35 acres of land more or less.

- 5) A 945.134 acre tract of land, more or less, out of the La Gloria Tract in the La Feria Grant, Cameron County, Texas, SAVE AND EXCEPT a 0.413 acre tract, leaving a total of 944.721 acres, said 945.134 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch steel rod found on the Northeast corner of Block Eight (8), B.H. Dunlap River Ranch Subdivision, as recorded in Volume 11, Page 45, Map Records, Cameron County, Texas, said corner being on the centerline of Carol J. Lane (Rangerville Road-plat) a forty foot wide county road right of way easement, said corner being the Northwest corner and POINT OF BEGINNING of the tract of land herein described;

THENCE, North 89 degrees 45 minutes 25 seconds East, with the centerline of said Carol J. Road, a distance of 2,629.23 feet to a 5/8 inch steel rod found for a corner of this tract;

THENCE, South 80 degrees 45 minutes 04 seconds East, continuing with the centerline of said Carol J. Road, a distance of 1,327.01 feet to a 5/8 inch steel rod found for a corner of this tract;

THENCE, South 80 degrees 42 minutes 11 seconds East, continuing with the centerline of said Carol J. Road, a distance of 2,480.54 feet to a ½ inch steel rod found for the Northeast corner of this tract, said corner being on the West line of Adams Gardens Subdivision "A" as recorded in Volume 10, Page 1, Map Records, Cameron County, Texas;

THENCE, South 01 degrees 00 minutes 05 seconds East, with the West line of said Adams Garden Subdivision "A", a distance of 3,812.31 feet to a point for a corner of this tract, said corner being the Northeast corner of La Florida Ranch Subdivision as recorded in Volume 12, Page 39, Map Records, Cameron County, Texas;

THENCE, South 88 degrees 48 minutes 06 seconds West (South 88 degrees 58 minutes West-plat), with the North line of said La Florida Ranch Subdivision, at a distance of 25.7 feet passing a surveyor's concrete monument, at a distance of 2,131.15 feet passing a 5/8 inch steel rod found on the East right of way line of Benson Road, a total distance of 2,146.15 feet (2,146.0 feet-plat) to a 5/8 inch steel rod found on the centerline of said Benson Road for a corner of this tract, said corner being the Northwest corner of said La Florida Ranch Subdivision;

THENCE, South 01 degree 18 minutes 13 seconds East (South 01 degrees 08 minutes East-plat), with the contiguous West line of said La Florida Ranch Subdivision, and centerline of said Benson Road, a distance of 517.83 feet to a 5/8 inch steel rod found for a corner of this tract, said corner being on the South right of way line of an abandoned one hundred foot wide railroad;

THENCE, South 82 degrees 05 minutes 05 seconds West (South 82 degrees 15 minutes West-plat), with the South right of way line of said abandon railroad, a distance of 793.61 feet to a surveyor's concrete monument found for a corner of this tract;

THENCE, South 01 degree 08 minutes 07 seconds East, at a distance of 1,586.34 feet passing a ½ inch steel rod set, a total distance of 2,115.35 feet to a point for a corner of this tract;

THENCE, North 89 degrees 36 minutes 06 seconds West, a distance of 623.34 feet to a point for a corner of this tract;

THENCE, South 57 degrees 29 minutes 36 seconds West, a distance of 373.11 feet to a point for a corner of this tract;

THENCE, South 49 degrees 20 minutes 28 seconds West, a distance of 256.07 feet to a point for a corner of this tract;

THENCE, South 46 degrees 56 minutes 36 seconds West, a distance of 408.79 feet to a point for a corner of this tract;

THENCE, South 58 degrees 29 minutes 00 seconds West, a distance of 190.31 feet to a point for a corner of this tract;

THENCE, South 80 degrees 14 minutes 27 seconds West, a distance of 164.58 feet to a point for a corner of this tract;

THENCE, South 01 degree 11 minutes 09 seconds East, at a distance of 1,630.35 feet passing a ½ inch steel rod set on the North right of way line of State Highway 281 (100.00 foot right of way), a total distance of 1,683.82 feet to a point on the centerline of said State Highway 281 for the Southeast corner of this tract;

THENCE, North 70 degrees 22 minutes 46 seconds West, with the centerline of said State Highway 281, a distance of 1,776.41 feet to a point for the Southwest corner of this tract, said corner being the Southeast corner of Block Five (5), of said B.H. Dunlap River Ranch Subdivision;

THENCE, North 01 degree 06 minutes 50 seconds West, with the East line of said Block Five (5), at a distance of 53.47 feet passing a ½ inch steel rod found on the North right of way line of said State Highway 281, a total distance of 3,547.70 feet to a point for a corner of this tract, said corner being the Northeast of said Block Five (5), and Southeast corner of Block Six (6), of said B.H. Dunlap River Ranch Subdivision;

THENCE, North 01 degree 10 minutes 20 seconds West, with the East line of said Block Six (6), at a distance of 5,491.96 feet passing a 5/8 inch steel rod found on the South right of way line of said Carol J. Lane, a total distance of 5,511.96 feet (5,510.0 feet-plat) to the POINT OF BEGINNING and containing 945.134 acres of land, more or less, SAVE AND EXCEPT 0.413 acre tract, leaving a total of 944.721 acres of land.

SAVE AND EXCEPT: A 0.413 acre tract of land, more or less, out of the La Gloria Tract in the La Feria Grant, Cameron County, Texas, said 0.413 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a ½ inch steel rod found on the intersection of the North right of way line of said State Highway 281, and the East line of said Block Six (6), B.H. Dunlap River Ranch Subdivision;

THENCE, South 70 degrees 22 minutes 46 seconds East, with the North right of way line of said State Highway 281, a distance of 1,062.64 feet to ½ inch steel rod found for the Southwest corner and POINT OF BEGINNING of the tract of land herein described;

THENCE, North 01 degree 08 minutes 58 seconds West, a distance of 91.00 feet to a ½ inch steel rod found for the Northwest corner of this tract;

THENCE, South 70 degrees 22 minutes 46 seconds East, a distance of 211.20 feet to a ½ inch steel rod found for the Northeast corner of this tract;

THENCE, South 01 degree 08 minutes 58 seconds East, a distance of 91.00 feet to a ½ inch steel rod found on the North right of way line of said State Highway 281, for the Southwest corner of this tract;

THENCE, North 70 degrees 22 minutes 46 seconds West, with the North right of way line of said State Highway 281, a distance of 211.20 feet to the POINT OF BEGINNING and containing 0.413 acre of land, more or less.

- 6) Block 16, containing 13.78 acres of land, more or less all of Block 17, containing 13.79 acres of land, more or less, and the North Four (4) acres of Block 18, of the Dana Subdivision in the La Feria Grant in Cameron County, Texas, according to map of said subdivision recorded in Volume 7, Page 16, Map Records of Cameron County, Texas.

AND

Blocks 6 and 7, of the B. H. Dunlap River Ranch Subdivision in the La Feria Grant, in Cameron County, Texas.

EXHIBIT "A"

1,558.64 acres in Cameron County, Texas, comprised of two Tracts:

TRACT 1:

Metes and bounds description of **811.26 acres** of land out of the **LA GLORIA TRACT** in the **LA FERIA GRANT** more particularly located and described as follows:

COMMENCING AT a 5/8" iron pin found on the southwest corner of Block 9, B.H. Dunlap River Ranch Subdivision [Volume 11, Page 45, Map Records of Cameron County, Texas], said 5/8" iron pin being on the intersection of Dana Road (60 foot wide easement) and Carol J. Lane (formerly known as Rangerville Road and also formerly known as Rangerville Cut-off Road) (40 foot wide road) and being the southwest corner of the tract herein described;

THENCE, along the west boundary line of said Block 9, North 00° 09' 29" West (North 00° 41' 40" West plat), a distance of 553.5 feet to a 5/8" iron pin found on the northwest corner of said Block 9, same being the southwest corner of Block 10;

THENCE, along the common line between Blocks 9 and 10, South 89° 29' 49" East (North 89° 58' East, plat), a distance of 559.44 feet to the northeast corner of Block 9, being the southeast corner of said Block 10, and **POINT OF BEGINNING** of this tract;

THENCE, along the east line of Block 10, North 00° 49' 29" West (North 01° 21' 40" West, plat), a distance of 1,976.09 feet to the northeast corner of Block 10, being the southeast corner of Block 11;

THENCE, along the east line of Block 11, North 00° 42' 49" West (North 01° 15' West, plat), a distance of 1,182.60 feet to a point for the northwest corner of this tract;

THENCE, South 86° 00' 22" East, 1,342.83 feet to a 5/8" iron pin found on the west right-of-way line of the 120 foot La Gloria Canal and Drainage Easement for a corner of this tract;

THENCE, along the west right-of-way of said Canal North 00° 38' 32" West, a distance of 1,209.06 feet to a 5/8" iron pin found on the south boundary line of a certain 747.38 acre tract, for a corner of this tract;

THENCE, North 89° 32' 58" East, a distance of 2,597.71 feet to a 60 penny nail

found on the centerline of a 30 foot wide road, for a corner of this tract;

THENCE, North 00° 43' 21" West, 1,926.60 feet to a point on the centerline of F.M. 3067, for a corner of this tract;

THENCE, along the centerline of said F.M. 3067 North 89° 21' 38" East, a distance of 2,475.00 feet to a point on the west boundary line of Adams Gardens Subdivision "A" [Volume 10, Page 1, Map Records of Cameron County, Texas] for the northeast corner of this tract;

THENCE, along the west boundary line of said Adams Gardens Subdivision "A", South 00° 27' 02" East, a distance of 7,443.90 feet to a point on the centerline of said Carol J. Lane (formerly Rangerville Road), for the southeast corner of this tract;

THENCE, along the centerline of said Carol J. Lane (formerly Rangerville Road), North 80° 11' 16" West, a distance of 2,480.64 feet calculated to a 5/8" iron pin found for a corner of this tract;

THENCE, North 80° 11' 28" West, a distance of 1,327.11 feet to a point for a corner of this tract;

THENCE, continuing along the centerline of said Carol J. Lane (formerly Rangerville Road), South 89° 59' 18" West, a distance of 2,629.62 feet calculated to a point on the southeast corner of Block 9, B.H. Dunlap River Ranch Subdivision, for a corner of this tract;

THENCE, continuing along the centerline of said Rangerville Road and the south boundary line of said Block 9, South 89° 50' 29" West, a distance of 565.77 feet to the PLACE OF BEGINNING

SAVE AND EXCEPT, all of Block 9 (7.10 acres), B.H. Dunlap River Ranch Subdivision, as recorded in Cameron County Map Records Volume 11, Page 45, Cameron County, Texas.

Being the same property conveyed by deed dated October 1, 2004, recorded at Volume 10665, Pages 1-8, Official Records of Cameron County, Texas.

TRACT 2:

747.38 acres, being a tract of unsubdivided land out of the **LA GLORIA TRACT**, in the **LA FERIA GRANT**, Rosa Maria Hinojosa De Balli, Original Grantee, **and** a parcel, being all of **Blocks 16 and 15** and a portion of **Block 14** of **B. H. DUNLAP RIVER RANCH SUBDIVISION** in Cameron County, Texas, recorded in Volume 11, Page 45, Map Records of Cameron County, Texas, said tract being more particularly described as follows:

BEGINNING AT the northwest corner of Block 16 of B. H. DUNLAP RIVER RANCH SUBDIVISION as shown on the map thereof, recorded in Volume 11, Page 45, Map Records of Cameron County, Texas, said point being in the approximate centerline of the Arroyo Colorado channel;

THENCE, along the north line of said Block 16, with the approximate centerline of said Arroyo Colorado channel, North 63° 41' 11" East, a distance of 526.58 feet to the northeast corner of said Block 16;

THENCE, continuing along the approximate centerline of the Arroyo Colorado channel, the following courses and distances:

North 45° 25' 58" East, a distance of 195.52 feet;
North 61° 24' 55" East, a distance of 282.85 feet;
North 73° 33' 14" East, a distance of 214.04 feet;
North 29° 17' 55" East, a distance of 195.96 feet;
South 89° 34' 44" East, a distance of 130.94 feet;
North 77° 38' 54" East, a distance of 217.50 feet;
South 81° 44' 34" East, a distance of 90.14 feet;
South 72° 11' 39" East, a distance of 229.44 feet;
South 84° 04' 50" East, a distance of 50.75 feet;
South 54° 18' 00" East, a distance of 126.00 feet;
South 73° 43' 00" East, a distance of 201.00 feet;
South 44° 39' 00" East, a distance of 174.00 feet;
South 59° 22' 00" East, a distance of 335.00 feet;
South 89° 38' 00" East, a distance of 274.00 feet;
South 79° 23' 30" East, a distance of 233.00 feet;
North 82° 35' 00" East, a distance of 294.00 feet;
North 62° 22' 30" East, a distance of 317.00 feet;
North 38° 51' 00" East, a distance of 394.00 feet;
North 05° 59' 00" East, a distance of 198.00 feet;
North 01° 14' 00" East, a distance of 216.00 feet;
North 23° 32' 00" West, a distance of 248.00 feet;
North 19° 57' 00" East, a distance of 175.00 feet;
North 06° 15' 30" West, a distance of 282.00 feet;
North 35° 51' 00" East, a distance of 217.00 feet;
North 58° 17' 30" East, a distance of 219.00 feet;
North 86° 02' 00" East, a distance of 181.00 feet;
South 70° 27' 30" East, a distance of 147.00 feet;
South 22° 13' 00" East, a distance of 177.00 feet;
South 70° 17' 00" East, a distance of 259.00 feet;
South 52° 47' 00" East, a distance of 546.00 feet;
South 34° 37' 00" East, a distance of 615.00 feet;
North 45° 53' 30" East, a distance of 211.00 feet;

North 45° 34' 00" East, a distance of 193.00 feet;
South 78° 35' 00" East, a distance of 228.00 feet;
North 66° 09' 00" East, a distance of 247.00 feet;
North 76° 47' 00" East, a distance of 217.00 feet;
North 38° 01' 00" East, a distance of 170.00 feet;
North 16° 51' 00" East, a distance of 167.00 feet;
North 01° 45' 00" East, a distance of 164.00 feet;
North 23° 59' 00" West, a distance of 157.00 feet;
North 58° 49' 30" West, a distance of 167.00 feet;
North 41° 37' 00" West, a distance of 181.00 feet;
North 48° 10' 00" West, a distance of 505.00 feet;
North 20° 44' 00" West, a distance of 235.00 feet;
North 13° 31' 00" West, a distance of 309.00 feet;
North 08° 41' 00" East, a distance of 312.00 feet;
North 15° 00' 45" East, a distance of 1157.00 feet;
North 25° 36' 00" East, a distance of 126.00 feet;
North 39° 49' 00" East, a distance of 397.00 feet;
North 54° 04' 00" East, a distance of 467.00 feet to the point of intersection of said centerline of the Arroyo Colorado channel, with the northerly projection of the west line of ADAMS GARDENS SUBDIVISION "A" as shown on map thereof recorded in Volume 10, Map 1, Map Records of Cameron County, Texas;

THENCE, along said projection and with the west line of said ADAMS GARDENS SUBDIVISION "A" and the east line of this Parcel, South 00° 27' 02" East, a distance of 7,227.00 feet to a bolt, found in the centerline of an 80 foot wide road right-of-way easement for State Highway F.M. 3067;

THENCE, along the centerline of said State Highway F.M. 3067, South 89° 21' 38" West, a distance of 2,475.00 feet to a bolt, found;

THENCE, leaving said State Highway, South 00° 43' 21" East, a distance of 1,926.60 feet to a point;

THENCE, South 89° 32' 58" West, a distance of 15.0 feet to a concrete monument found, and continuing South 89° 32' 58" West, a distance of 2,462.71 feet to a 5/8" iron pin set, and continuing South 89° 32' 58" West, a distance of 120.00 feet for a total distance of 2,597.71 feet to a 5/8" iron pin set on the west line of an apparent 120 foot canal right-of-way;

THENCE, along the west line of said apparent canal right-of-way, South 00° 38' 32" East, a distance of 1,209.06 feet to a point;

THENCE, leaving said canal right-of-way, North 86° 00' 22" West, a distance of 1,342.83 feet to a 5/8" iron pin set in the east line of Block 11 of said Dunlap Subdivision;

THENCE, along the east line of Blocks 11, 12, and 13, North 00° 42' 49" West, (North 01° 15' West, plat), a distance of 1,100.00 feet to a 5/8" iron pin set and continuing along the east lines of Blocks 13 and 14, North 00° 42' 49" West, a distance of 1,471.93 feet to a point in the south right-of-way line of State Highway F.M. 3067, conveyed to the State of Texas, in Volume 900, Pages 607-614, Deed Records of Cameron County, Texas, by Condemnation Cause No. 13464, and continuing along the west line of Block 14, and crossing said right-of-way, North 00° 42' 49" West, a distance of 80.00 feet for a total distance of 2,651.93 feet to a point in the north line of said 80 foot right-of-way for State Highway F.M. 3067;

THENCE, along said north right-of-way line of State Highway F.M. 3067, South 89° 20' 11" West, a distance of 389.49 feet to a 1/2" iron pin found;

THENCE, continuing along said north right-of-way line, North 45° 33' 58" West, a distance of 70.33 feet (70.94 feet Deed) to a 1/2" iron pin found;

THENCE, continuing along said north right-of-way line, South 89° 23' 32" West, a distance of 59.24 feet to a point in the centerline of Dana Road, a 60 foot wide road easement, and being in the west line of Block 14 of said Dunlap Subdivision;

THENCE, along the centerline of said Dana Road easement and its northerly projection, and along the west line of Blocks 14, 15, and 16 of said Dunlap Subdivision, North 00° 09' 29" West, a distance of 2,412.05 feet to a 1/2" iron pin, found on the bank of the Arroyo Colorado and continuing North 00° 09' 29" West, a distance of 50.00 feet for a total distance of 2,462.05 feet to the POINT OF BEGINNING, and containing 747.38 acres gross, more or less; **LESS** 3.147 acres for F.M. 3067 acquired by condemnation by the State of Texas, being 744.23 acres net, more or less, being the same property conveyed by deed dated October 1, 2008, recorded at Volume 15495, Pages 140-147, Official Records of Cameron County, Texas.

EXHIBIT "A"
PROPERTY

800.00 acres, more or less, being a 1,558.64 acre tract. Page 1
SAVE AND EXCEPT:

- (1) that part of a 52.69 acre tract out of said 1,558.64 acre tract lying south of the south right-of-way line of F.M. 3067 Page 6
- (2) that part of said 1,558.64 acre tract lying north of the south right-of-way line of F.M. 3067. Page 9
- (3) the west 200.00 acres, more or less, of said 1,558.64 acre tract lying south of the south right-of-way line of F.M. 3067 and west of said 52.69 acre tract Page 9

said 1,558.64 acres in Cameron County, Texas, comprised of two Tracts:

TRACT 1:

Metes and bounds description of **811.26 acres** of land out of the **LA GLORIA TRACT** in the **LA FERIA GRANT** more particularly located and described as follows:

COMMENCING AT a 5/8" iron pin found on the southwest corner of Block 9, B.H. Dunlap River Ranch Subdivision [Volume 11, Page 45, Map Records of Cameron County, Texas], said 5/8" iron pin being on the intersection of Dana Road (60 foot wide easement) and Carol J. Lane (formerly known as Rangerville Road and also formerly known as Rangerville Cut-off Road) (40 foot wide road) and being the southwest corner of the tract herein described;

THENCE, along the west boundary line of said Block 9, North 00° 09' 29" West (North 00° 41' 40" West plat), a distance of 553.5 feet to a 5/8" iron pin found on the northwest corner of said Block 9, same being the southwest corner of Block 10;

THENCE, along the common line between Blocks 9 and 10, South 89° 29' 49" East (North 89° 58' East, plat), a distance of 559.44 feet to the northeast corner of Block 9, being the southeast corner of said Block 10, and **POINT OF BEGINNING** of this tract;

THENCE, along the east line of Block 10, North 00° 49' 29" West (North 01° 21' 40" West, plat), a distance of 1,976.09 feet to the northeast corner of Block 10, being the southeast corner of Block 11;

THENCE, along the east line of Block 11, North 00° 42' 49" West (North 01° 15' West, plat), a distance of 1,182.60 feet to a point for the northwest corner of this tract;

THENCE, South 86° 00' 22" East, 1,342.83 feet to a 5/8" iron pin found on the west right-of-way line of the 120 foot La Gloria Canal and Drainage Easement for a corner of this tract;

THENCE, along the west right-of-way of said Canal North 00° 38' 32" West, a distance of 1,209.06 feet to a 5/8" iron pin found on the south boundary line of a certain 747.38 acre tract, for a corner of this tract;

THENCE, North 89° 32' 58" East, a distance of 2,597.71 feet to a 60 penny nail found on the centerline of a 30 foot wide road, for a corner of this tract;

THENCE, North 00° 43' 21" West, 1,926.60 feet to a point on the centerline of F.M. 3067, for a corner of this tract;

THENCE, along the centerline of said F.M. 3067 North 89° 21' 38" East, a distance of 2,475.00 feet to a point on the west boundary line of Adams Gardens Subdivision "A" [Volume 10, Page 1, Map Records of Cameron County, Texas] for the northeast corner of this tract;

THENCE, along the west boundary line of said Adams Gardens Subdivision "A", South 00° 27' 02" East, a distance of 7,443.90 feet to a point on the centerline of said Carol J. Lane (formerly Rangerville Road), for the southeast corner of this tract;

THENCE, along the centerline of said Carol J. Lane (formerly Rangerville Road), North 80° 11' 16" West, a distance of 2,480.64 feet calculated to a 5/8" iron pin found for a corner of this tract;

THENCE, North 80° 11' 28" West, a distance of 1,327.11 feet to a point for a corner of this tract;

THENCE, continuing along the centerline of said Carol J. Lane (formerly Rangerville Road), South 89° 59' 18" West, a distance of 2,629.62 feet calculated to a point on the southeast corner of Block 9, B.H. Dunlap River Ranch Subdivision, for a corner of this tract;

THENCE, continuing along the centerline of said Rangerville Road and the south boundary line of said Block 9, South 89° 50' 29" West, a distance of 565.77 feet to the PLACE OF BEGINNING

SAVE AND EXCEPT, all of Block 9 (7.10 acres), B.H. Dunlap River Ranch Subdivision, as recorded in Cameron County Map Records Volume 11, Page 45, Cameron County, Texas.

Being the same property conveyed by deed dated October 1, 2004, recorded at Volume

TRACT 2:

747.38 acres, being a tract of unsubdivided land out of the **LA GLORIA TRACT**, in the **LA FERIA GRANT**, Rosa Maria Hinojosa De Balli, Original Grantee, **and** a parcel, being all of **Blocks 16 and 15** and a portion of **Block 14** of **B. H. DUNLAP RIVER RANCH SUBDIVISION** in Cameron County, Texas, recorded in Volume 11, Page 45, Map Records of Cameron County, Texas, said tract being more particularly described as follows:

BEGINNING AT the northwest corner of Block 16 of B. H. DUNLAP RIVER RANCH SUBDIVISION as shown on the map thereof, recorded in Volume 11, Page 45, Map Records of Cameron County, Texas, said point being in the approximate centerline of the Arroyo Colorado channel;

THENCE, along the north line of said Block 16, with the approximate centerline of said Arroyo Colorado channel, North 63° 41' 11" East, a distance of 526.58 feet to the northeast corner of said Block 16;

THENCE, continuing along the approximate centerline of the Arroyo Colorado channel, the following courses and distances:

North 45° 25' 58" East, a distance of 195.52 feet;
North 61° 24' 55" East, a distance of 282.85 feet;
North 73° 33' 14" East, a distance of 214.04 feet;
North 29° 17' 55" East, a distance of 195.96 feet;
South 89° 34' 44" East, a distance of 130.94 feet;
North 77° 38' 54" East, a distance of 217.50 feet;
South 81° 44' 34" East, a distance of 90.14 feet;
South 72° 11' 39" East, a distance of 229.44 feet;
South 84° 04' 50" East, a distance of 50.75 feet;
South 54° 18' 00" East, a distance of 126.00 feet;
South 73° 43' 00" East, a distance of 201.00 feet;
South 44° 39' 00" East, a distance of 174.00 feet;
South 59° 22' 00" East, a distance of 335.00 feet;
South 89° 38' 00" East, a distance of 274.00 feet;
South 79° 23' 30" East, a distance of 233.00 feet;
North 82° 35' 00" East, a distance of 294.00 feet;
North 62° 22' 30" East, a distance of 317.00 feet;
North 38° 51' 00" East, a distance of 394.00 feet;
North 05° 59' 00" East, a distance of 198.00 feet;
North 01° 14' 00" East, a distance of 216.00 feet;
North 23° 32' 00" West, a distance of 248.00 feet;
North 19° 57' 00" East, a distance of 175.00 feet;

North 06° 15' 30" West, a distance of 282.00 feet;
North 35° 51' 00" East, a distance of 217.00 feet;
North 58° 17' 30" East, a distance of 219.00 feet;
North 86° 02' 00" East, a distance of 181.00 feet;
South 70° 27' 30" East, a distance of 147.00 feet;
South 22° 13' 00" East, a distance of 177.00 feet;
South 70° 17' 00" East, a distance of 259.00 feet;
South 52° 47' 00" East, a distance of 546.00 feet;
South 34° 37' 00" East, a distance of 615.00 feet;
North 45° 53' 30" East, a distance of 211.00 feet;
North 45° 34' 00" East, a distance of 193.00 feet;
South 78° 35' 00" East, a distance of 228.00 feet;
North 66° 09' 00" East, a distance of 247.00 feet;
North 76° 47' 00" East, a distance of 217.00 feet;
North 38° 01' 00" East, a distance of 170.00 feet;
North 16° 51' 00" East, a distance of 167.00 feet;
North 01° 45' 00" East, a distance of 164.00 feet;
North 23° 59' 00" West, a distance of 157.00 feet;
North 58° 49' 30" West, a distance of 167.00 feet;
North 41° 37' 00" West, a distance of 181.00 feet;
North 48° 10' 00" West, a distance of 505.00 feet;
North 20° 44' 00" West, a distance of 235.00 feet;
North 13° 31' 00" West, a distance of 309.00 feet;
North 08° 41' 00" East, a distance of 312.00 feet;
North 15° 00' 45" East, a distance of 1157.00 feet;
North 25° 36' 00" East, a distance of 126.00 feet;
North 39° 49' 00" East, a distance of 397.00 feet;
North 54° 04' 00" East, a distance of 467.00 feet to the point of
intersection of said centerline of the Arroyo Colorado channel, with
the northerly projection of the west line of ADAMS GARDENS
SUBDIVISION "A" as shown on map thereof recorded in Volume
10, Page 1, Map Records of Cameron County, Texas;

THENCE, along said projection and with the west line of said ADAMS GARDENS
SUBDIVISION "A" and the east line of this Parcel, South 00° 27' 02" East, a
distance of 7,227.00 feet to a bolt, found in the centerline of an 80 foot wide road
right-of-way easement for State Highway F.M. 3067;

THENCE, along the centerline of said State Highway F.M. 3067, South 89° 21' 38"
West, a distance of 2,475.00 feet to a bolt, found;

THENCE, leaving said State Highway, South 00° 43' 21" East, a distance of 1,926.60
feet to a point;

THENCE, South 89° 32' 58" West, a distance of 15.0 feet to a concrete monument found, and continuing South 89° 32' 58" West, a distance of 2,462.71 feet to a 5/8" iron pin set, and continuing South 89° 32' 58" West, a distance of 120.00 feet for a total distance of 2,597.71 feet to a 5/8" iron pin set on the west line of an apparent 120 foot canal right-of-way;

THENCE, along the west line of said apparent canal right-of-way, South 00° 38' 32" East, a distance of 1,209.06 feet to a point;

THENCE, leaving said canal right-of-way, North 86° 00' 22" West, a distance of 1,342.83 feet to a 5/8" iron pin set in the east line of Block 11 of said Dunlap Subdivision;

THENCE, along the east line of Blocks 11, 12, and 13, North 00° 42' 49" West, (North 01° 15' West, plat), a distance of 1,100.00 feet to a 5/8" iron pin set and continuing along the east lines of Blocks 13 and 14, North 00° 42' 49" West, a distance of 1,471.93 feet to a point in the south right-of-way line of State Highway F.M. 3067, conveyed to the State of Texas, in Volume 900, Pages 607-614, Deed Records of Cameron County, Texas, by Condemnation Cause No. 13464, and continuing along the west line of Block 14, and crossing said right-of-way, North 00° 42' 49" West, a distance of 80.00 feet for a total distance of 2,651.93 feet to a point in the north line of said 80 foot right-of-way for State Highway F.M. 3067;

THENCE, along said north right-of-way line of State Highway F.M. 3067, South 89° 20' 11" West, a distance of 389.49 feet to a 1/2" iron pin found;

THENCE, continuing along said north right-of-way line, North 45° 33' 58" West, a distance of 70.33 feet (70.94 feet Deed) to a 1/2" iron pin found;

THENCE, continuing along said north right-of-way line, South 89° 23' 32" West, a distance of 59.24 feet to a point in the centerline of Dana Road, a 60 foot wide road easement, and being in the west line of Block 14 of said Dunlap Subdivision;

THENCE, along the centerline of said Dana Road easement and its northerly projection, and along the west line of Blocks 14, 15, and 16 of said Dunlap Subdivision, North 00° 09' 29" West, a distance of 2,412.05 feet to a 1/2" iron pin, found on the bank of the Arroyo Colorado and continuing North 00° 09' 29" West, a distance of 50.00 feet for a total distance of 2,462.05 feet to the POINT OF BEGINNING, and containing 747.38 acres gross, more or less; **LESS** 3.147 acres for F.M. 3067 acquired by condemnation by the State of Texas, being 744.23 acres net, more or less, being the same property conveyed by deed dated October 1, 2008, recorded at Volume 15495, Pages 140-147, Official Records of Cameron County, Texas.

SAVE AND EXCEPT:

1. That part of the following described 52.69 acre tract lying south of the south right-of-way line of F.M. 3067:

A **52.69 acre tract** of land, more or less, being 16.44 acres out of "Tract 1" and 36.25 acres out of "Tract 2", both lying within the La Gloria Tract of the **La Feria Grant** and as described by instrument of record in Volume 19652, Pages 282-292, Official Records of Cameron County, Texas, said "Tract 1" also described by instrument of record in Volume 10665, Pages 1-8, Official Records of Cameron County, Texas, and said "Tract 2" also being described by instrument of record in Volume 15495, Pages 140-147, Official Records of Cameron County, Texas, said 52.69 acre tract being more particularly described by metes and bounds as follows:

BEGINNING AT the southeast corner of said "Tract 2", said point further being the northeast corner of said "Tract 1", said point lying on the west line of Adams Gardens Subdivision "A" as shown by map of record in Volume 10, Page 1, Map Records of Cameron County, Texas, said point further lying on the centerline of F.M. 3067 (80 foot right of way) and being the **POINT OF BEGINNING** of the tract of land herein described;

THENCE, with the easterly line of said "Tract 1", the westerly line of said Adams Gardens Subdivision "A", South $00^{\circ} 27' 02''$ East, a distance of 7,443.90 feet to a point being the southeast corner of said "Tract 1", and the southeast corner of this herein-described tract;

THENCE, with the southerly line of said "Tract 1", North $80^{\circ} 11' 16''$ West, a distance of 24.41 feet to a point for an interior corner of this herein-described tract;

THENCE, in a northerly direction along the westerly limits of an existing drainage ditch, along the following courses and distances:

North $00^{\circ} 59' 06''$ West, a distance of 2,785.77 feet;

North $00^{\circ} 27' 02''$ West, a distance of 3,820.00 feet;

North $07^{\circ} 34' 32''$ West, a distance of 80.62 feet;

North $00^{\circ} 27' 02''$ West, at a distance of 753.70 feet passing the northerly line of said "Tract 1", the southerly line of said "Tract 2", in all a distance of 1,553.90 feet;

North $00^{\circ} 38' 33''$ West, a distance of 343.59 feet;

North $01^{\circ} 23' 33''$ West, a distance of 1,146.57 feet;

North $00^{\circ} 27' 02''$ West, a distance of 867.31 feet, to a point for an interior corner of this herein-described tract;

THENCE, southerly of and approximately parallel to an existing IBWC levee, with the southerly limits of an existing drainage ditch, along the following courses and distances:

South $44^{\circ} 07' 14''$ West, a distance of 663.50 feet to the point of curvature of a circular curve to the right having a central angle of $55^{\circ} 18' 26''$ and a radius of 670.00 feet;

With the arc of said circular curve to the right, an arc distance of 646.75 feet to its point of tangency;

North $80^{\circ} 34' 20''$ West, a distance of 1,002.93 feet to the point of curvature of a circular curve to the left having a central angle of $57^{\circ} 51' 09''$ and a radius of 580.00 feet;

With the arc of said circular curve to the left an arc distance of 585.64 feet to its point of tangency;

South $40^{\circ} 41' 47''$ West, a distance of 652.13 feet to the point of curvature of a circular curve to the right having a central angle of $39^{\circ} 37' 51''$ and a radius of 610.00 feet;

With the arc of said circular curve to the right an arc distance of 421.93 feet, South $81^{\circ} 12' 21''$ West, a distance of 1,609.32 feet to a point for an interior corner of this herein-described tract;

THENCE, in a southerly direction with the eastern limits of an existing drain ditch, along the following courses and distances:

South $00^{\circ} 33' 45''$ East, a distance of 1,857.96 feet;

North $89^{\circ} 26' 15''$ East, a distance of 101.64 feet;

South $00^{\circ} 44' 15''$ East, at a distance of 1,640.96 feet passing the southerly line of said "Tract 2, the northerly line of said "Tract 1", in all a distance of 1,747.00 feet;

South $89^{\circ} 17' 50''$ West, a distance of 109.37 feet;

South $00^{\circ} 56' 33''$ East, a distance of 759.57 feet;

South $03^{\circ} 10' 55''$ East, a distance of 506.87 feet;

South $01^{\circ} 52' 15''$ East, a distance of 302.91 feet;

South $00^{\circ} 27' 25''$ East, a distance of 502.62 feet;

South $00^{\circ} 41' 34''$ East, a distance of 2,644.12 feet to a point on the southerly line of said "Tract 1", said point lying on the approximate centerline of Rangerville Road and being an exterior corner of this herein-described tract;

THENCE, with the southerly line of said "Tract 1", the centerline of said Rangerville Road, North $89^{\circ} 38' 52''$ West, a distance of 88.10 feet for a point being the southwest corner of this herein-described tract;

THENCE, in a northerly direction along the western limits of an existing drain ditch, along the following courses and distances:

North 00° 58' 53" West, a distance of 418.78 feet;
North 00° 12' 10" West, a distance of 1,211.53 feet;
North 01° 28' 33" West, a distance of 1,921.96 feet;
North 01° 08' 25" West, at a distance of 63.62 feet passing the northerly line of said "Tract 1", the southerly line of said "Tract 2", in all a distance of 549.69 feet;
North 00° 25' 53" West, a distance of 502.79 feet;
North 04° 57' 21" West, a distance of 101.07 feet;
North 00° 38' 52" West, a distance of 1,737.27 feet;
North 04° 37' 53" West, a distance of 125.59 feet;
North 00° 02' 04" West, a distance of 1,739.45 feet to a point for an interior corner of this herein-described tract;

THENCE, along the southerly limits of an existing drain ditch, approximately parallel to said IBWC levee, South 81° 03' 17" West, a distance of 387.87 feet to a point and South 83° 23' 18" West, a distance of 1,206.94 feet and South 74° 38' 38" West, a distance of 197.42 feet to a point on the west line of said "Tract 2", said point being the most westerly southwest corner of this herein-described tract;

THENCE, with the westerly line of said "Tract 2", North 00° 09' 28" West, a distance of 93.48 feet to a point for the northwest corner of this herein-described tract;

THENCE, with the northerly limit of said existing drain ditch, approximately parallel to the said IBWC levee, along the following courses and distances:

North 68° 09' 09" East, a distance of 111.11 feet;
North 82° 35' 24" East, a distance of 1,280.00 feet;
North 81° 03' 17" East, a distance of 387.87 feet;
North 81° 12' 21" East, a distance of 1,694.45 feet to the point of curvature of a circular curve to the left, having a central angle of 39° 37' 51" and a radius of 500.00 feet;
With the arc of said circular curve to the left, an arc distance of 345.84 feet to its point of tangency;
North 41° 34' 30" East, a distance of 652.05 feet to the point of curvature of a circular curve to the right, having a central angle of 57° 51' 09" and a radius of 680.00 feet;
With the arc of said circular curve to the right, an arc distance of 686.61 feet to its point of tangency;
South 81° 08' 37" East, a distance of 1,002.98 feet to the point of curvature of a circular curve to the left, having a central angle of 55°

18' 26" and a radius of 560.00 feet;
With the arc of said circular curve to the left, an arc distance of
540.56 feet;

North 44° 46' 20" East, a distance of 879.06 feet to a point on the east line of said "Tract 2", the west line of said Adams Gardens Subdivision, said point being the northeast corner of this herein-described tract;

THENCE, with the east line of said "Tract 2", the west line of said Adams Gardens Subdivision, South 00° 27' 02" East, a distance of 3,381.01 feet to the POINT OF BEGINNING and containing **52.69 acres** of land, more or less, said 52.69 acres having been conveyed to Cameron County Drainage District No. 3 by Supplement to Donation Deed dated December 23, 2016, recorded at Volume 22849, Pages 113-120, Official Records of Cameron County, Texas.

2. That part of said 1,558.64 acre tract lying north of the south line of F.M. 3067 (formerly F.M. 800), the right-of-way for F.M. 3067 being described, all or in part in:
 - 2.1 Judgment of condemnation recorded at Volume 900, Pages 607-614, Deed Records of Cameron County, Texas (**3.147 acres** of "Tract 2").
 - 2.2 Right-of-way executed by L.J. Strieber, *et al.*, to State of Texas, dated February 27, 1970, recorded at Volume 887, Pages 513-518, Deed Records of Cameron County, Texas (Tract OL, said right-of-way being generally centered on the line common to Tracts OL and NL).
 - 2.3 Right-of-way executed by Odell Morrow and wife, Madlyn Morrow, dated January 28, 1970, recorded at Volume 883, Pages 525-528, Deed Records of Cameron County, Texas (Tract NL, said right-of-way being generally centered on the line common to Tracts OL and NL).
3. The west 200.00 acres, more or less, of said 1,558.64 acre tract lying south of the south right-of-way line of F.M. 3067, and west of the 52.69 acre tract conveyed to Cameron County Drainage District No. 3 by Supplement to Donation Deed dated December 23, 2016, recorded at Volume 22849, Pages 113-120, Official Records of Cameron County, Texas., said 200.00 acres to be determined by a survey.

EXHIBIT 2
Schedule of Performances by Year of Operation

Cameron County
Sylvia Garza-Perez
County Clerk
Brownsville, TX 78520



70 2017 00008689

Instrument Number: 2017-00008689

Recorded On: March 07, 2017

As
Real Property

Billable Pages: 10
Number of Pages: 11

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Real Property	72.00
Total Recording:	72.00

***** 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:

Document Number: 2017-00008689
Receipt Number: 809807
Recorded Date/Time: March 07, 2017 03:10:20P
Book-Vol/Pg: BK-OR VL-22425 PG-120
User / Station: C Rodriguez - Cash Station # 5

Record and Return To:

TRADEWIND ENERGY INC
16105 W 113TH STREET SUITE 105
LENEXA KS 66219



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.

Sylvia Garza-Perez
Cameron County Clerk

(Space above reserved for Recorder of Deeds certification)

1. *Title of Document:* **Memorandum of Solar Energy Lease**
2. *Date of Document:* **March 15, 2017**
3. *Grantor(s):* **REYNALDO AMARO DE LA FUENTE and MARIA GUADALUPE LOZANO DE LA FUENTE**
4. *Grantee(s):* **Rayos Del Sol Solar Project, LLC, a Delaware limited liability company**
5. *Statutory Mailing Address(s):*

**Lessee's Address: 16105 West 113th Street
Suite 105
Lenexa, Kansas 66219**
6. *Legal Description:* **See Attached Exhibit A**
7. *Reference Book and Page(s):* **N/A**

MEMORANDUM OF SOLAR ENERGY LEASE

THIS MEMORANDUM OF SOLAR ENERGY LEASE (this "**Memorandum**") is dated as of March 15, 2017 (the "**Effective Date**") by and between REYNALDO AMARO DE LA FUENTE and MARIA GUADALUPE LOZANO DE LA FUENTE, husband and wife ("**Lessor**"), whose address is 2035 N. Central Avenue, Brownsville, Texas 78521, and Rayos Del Sol Solar Project, LLC, a Delaware limited liability company ("**Lessee**"), whose address is 16105 W. 113th Street, Suite 105, Lenexa, KS 66219, with reference to the following recitals:

A. Lessor owns that certain real property (including all air space thereof) described on Exhibit "A" attached hereto (the "**Property**"), which Property is located in the County of CAMERON, in the State of Texas.

B. Lessor and Lessee (together, the "**Parties**" and each a "**Party**") have entered into that certain unrecorded Solar Energy Lease dated of even date herewith (the "**Lease**"), which affects the Property.

C. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the Lease and Lessee's rights thereunder. Capitalized terms used and not defined herein have the meaning given the same in the Lease.

NOW, THEREFORE, for and in consideration the promises, covenants and agreements of the Parties contained in the Lease and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose of Lease.** Lessee shall have possession of the Property for the exclusive right for solar energy conversion, for the collection and transmission of electric power, and for related and incidental purposes and activities (collectively, "**Solar Operations**"), to be conducted in such locations on the Property as Lessee may determine, and whether accomplished by Lessee or a third party authorized by Lessee, including, without limitation:

1.1 Determining the feasibility of solar energy conversion on the Property or on neighboring lands, including conducting studies of solar radiation, soils, and other meteorological and geotechnical data;

1.2 Developing, constructing, reconstructing, erecting, enlarging, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells/panels and related facilities necessary to harness sunlight for photovoltaic energy generation, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment ("**Solar Energy Facilities**"), (ii) facilities for the storage, collection, distribution, step-up, step-down, wheeling, transmission and sale of electricity and for communications in connection with the Solar Energy Facilities, including, without limitation, the following, at such locations as Lessee shall determine that are developed, constructed and/or operated on the Property and/or on property to be acquired by leasehold or by fee purchase, by or on behalf of Lessee: underground and/or overhead distribution, collection and transmission lines; underground and/or overhead control, communications and radio relay systems and telecommunications equipment; energy storage facilities; interconnection and/or switching

facilities, circuit breakers, transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment (collectively, the "**Transmission Facilities**"), (iii) meteorological masts and solar energy measurement equipment, (iv) control buildings, control boxes and computer monitoring hardware, (v) utility lines and installations, (vi) safety protection facilities, (vii) laydown areas and maintenance yards, (viii) roads, bridges, culverts, and erosion control facilities, (ix) signs, fences, and gates, (x) maintenance, operations and administration buildings, and (xi) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity (all of the foregoing, including the Solar Energy Facilities and Transmission Facilities, collectively a "**Solar Energy System**");

1.3 Using any existing water well or drilling, digging and excavating one or more wells on the Property for the purposes of servicing, operating and maintaining the Solar Energy System that is located on the Property, including the right to tap into (at Lessee's sole cost and expense under a separate meter) any municipal, township, county, or other public water service;

1.4 During the Extended Term, removing, trimming, pruning, topping, clearing, or otherwise controlling the growth of any tree, shrub, plant or other vegetation; dismantling, demolishing, and removing any improvement, structure, embankment, impediment, berm, wall, fence, engineering works, or other object, on or that intrudes (or upon maturity could intrude) into the Property that could obstruct, interfere with or impair the Solar Energy System or the use of the Property intended by Lessee hereunder, provided, however, that the overall drainage of the property remain materially unaffected if any portion of the Property is utilized for agricultural purposes, and provided further that, Lessee's removal of any such improvements or structures having salvage value (as reasonably determined by Lessee) shall be coordinated with Lessor, and if so elected by Lessor within fifteen (15) days after notice from Lessee that any such improvement or structure must be removed, Lessor shall have a thirty (30) day period to remove any such improvement at Lessor's expense. In the event Lessor fails to respond in writing to Lessee in such fifteen (15) day period, or Lessor elects not to remove or fails to remove any such improvements or structures within such thirty (30) day period, Lessee may remove and dispose of such improvements or structures at Lessee's expense, and Lessee shall have no liability to Lessor relating to the removal and disposal thereof;

1.5 A non-exclusive easement for vehicular and pedestrian access, ingress and egress to, from and over the Property, at such locations as Lessee shall determine, for purposes related to or associated with the Solar Energy System installed or to be installed on the Property or adjacent property, which, without limiting the generality of the foregoing, shall entitle Lessee to use, improve and widen any existing and future roads and access routes or construct such roads as Lessee may determine necessary from time to time located on or providing access to the Property, across any other adjacent property owned by Lessor and across any access routes over which Lessor has the right to travel;

1.6 Undertaking any other lawful activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, helpful, appropriate, convenient or cost-effective in connection with, incidental to or to accomplish

any of the foregoing purposes, including conducting surveys and soils, environmental, biological, cultural and other tests and studies.

2. Among other things, this Lease includes the exclusive right and easement on, over and across the Property for the free and unobstructed flow of sunlight resources, together with the exclusive right to (i) develop, use, convert, maintain and capture such sunlight, (ii) convert solar energy into electrical energy and (iii) derive and keep all credits and income therefrom (subject to the payment of Rent to Lessor, as set forth below).

3. The Lease shall initially be for a term of seven (7) years commencing on the Effective Date and ending on March 15, 2024. Lessee shall have the right and option to extend the term of the Lease for one additional period of thirty (30) years, upon the terms set forth in the Lease. Additionally, Lessee shall have the right to renew the Extended Term for two (2) additional five (5) year periods.

4. Any Solar Energy System constructed on the Property shall at all times remain the property of Lessee and shall not be deemed to be fixtures and (ii) Lessor shall have no ownership, lien, security or other interest (including any lien that might otherwise be implied by law) in any Solar Energy System installed on the Property, or in any profits or income derived therefrom.

5. Neither Lessor nor any of its tenants, licensees, contractors, invitees, agents, assigns or anyone else obtaining rights from Lessor shall, currently or prospectively, interfere with, impair, delay or materially increase the cost of any of Lessee's Solar Operations (whether conducted on the Property or elsewhere), or the undertaking of any other activities or the free enjoyment or exercise of any other rights or benefits given to or permitted Lessee hereunder. Without limiting the generality of the foregoing, neither Lessor nor anyone obtaining rights from or acting with the permission of Lessor shall (a) interfere with or impair the free, unobstructed and natural availability of sunlight over or across the Property (whether by planting trees, constructing structures, or otherwise), or the lateral or subjacent support for the Solar Energy System or (b) engage in any other activity on the Property or elsewhere that might cause a decrease in the output, efficiency or longevity of the Solar Energy System.

6. The Lease is for the additional purposes, is of the nature, and is subject to the requirements and limitations, set forth therein. The Lease also contains various other covenants, obligations and rights of the Parties, including, without limitation, provisions relating to Rent, termination of the Lease, quiet enjoyment, restoration of the Property, assignment and lender protections.

7. The terms, conditions and covenants of the Lease are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum shall not be used in interpreting the terms, conditions or covenants of the Lease. In the event of any conflict between this Memorandum and the Lease, the Lease shall control.

8. The Property shall be held, conveyed, hypothecated, encumbered, leased, used and occupied subject to the covenants, terms and provisions set forth in the Lease and herein, which shall run with the Property and each portion thereof and interest therein as equitable servitudes, and shall be binding upon and inure to the benefit of the Parties and each sublessee and any other person and entity having any interest therein during their ownership thereof, and their respective sublessees, grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

9. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

IN WITNESS WHEREOF, the Parties have executed and delivered this Memorandum as of the Effective Date.

LESSEE:

RAYOS DEL SOL SOLAR PROJECT, LLC,
a Delaware limited liability company

By: As

Name: Aaron Weigel

Title: Vice President

STATE OF Kansas)
COUNTY OF Johnson) ss.

Be it remembered that on this 15 day of February 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Aaron Weigel to me personally known, who being by me duly sworn did say that he is Vice President of Rayos Del Sol Solar Project, LLC, a Delaware limited liability company, and that the within instrument was signed and delivered on behalf of said Rayos Del Sol Solar Project, LLC by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal in the date herein last above written.

My Commission Expires:

6-8-2020
[SEAL]

[Signature]
Notary Public in and for said County and State

Print Name: Amie Chang



REYNALDO AMARÓ DE LA FUENTE

)

) SS.

)

[SEAL]

Print Name: Erica Perez



EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF CAMERON, STATE OF TEXAS:

A 945.134 acre tract of land, more or less, out of the La Gloria Tract in the La Feria Grant, Cameron County, Texas, SAVE AND EXCEPT a 0.413 acre tract, leaving a total of 944.721 acres, said 945.134 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch steel rod found on the Northeast corner of Block Eight (8), B.H. Dunlap River Ranch Subdivision, as recorded in Volume 11, Page 45, Map Records, Cameron County, Texas, said corner being on the centerline of Carol J. Lane (Rangerville Road-plat) a forty foot wide county road right of way easement, said corner being the Northwest corner and POINT OF BEGINNING of the tract of land herein described;

THENCE, North 89 degrees 45 minutes 25 seconds East, with the centerline of said Carol J. Road, a distance of 2,629.23 feet to a 5/8 inch steel rod found for a corner of this tract;

THENCE, South 80 degrees 45 minutes 04 seconds East, continuing with the centerline of said Carol J. Road, a distance of 1,327.01 feet to a 5/8 inch steel rod found for a corner of this tract;

THENCE, South 80 degrees 42 minutes 11 seconds East, continuing with the centerline of said Carol J. Road, a distance of 2,480.54 feet to a 1/2 inch steel rod found for the Northeast corner of this tract, said corner being on the West line of Adams Gardens Subdivision "A" as recorded in Volume 10, Page 1, Map Records, Cameron County, Texas;

THENCE, South 01 degrees 00 minutes 05 seconds East, with the West line of said Adams Garden Subdivision "A", a distance of 3,812.31 feet to a point for a corner of this tract, said corner being the Northeast corner of La Florida Ranch Subdivision as recorded in Volume 12, Page 39, Map Records, Cameron County, Texas;

THENCE, South 88 degrees 48 minutes 06 seconds West (South 88 degrees 58 minutes West-plat), with the North line of said La Florida Ranch Subdivision, at a distance of 25.7 feet passing a surveyor's concrete monument, at a distance of 2,131.15 feet passing a 5/8 inch steel rod found on the East right of way line of Benson Road, a total distance of 2,146.15 feet (2,146.0 feet-plat) to a 5/8 inch steel rod found on the centerline of said Benson Road for a corner of this tract, said corner being the Northwest corner of said La Florida Ranch Subdivision;

THENCE, South 01 degree 18 minutes 13 seconds East (South 01 degrees 08 minutes East-plat), with the contiguous West line of said La Florida Ranch Subdivision, and centerline of said Benson Road, a distance of 517.83 feet to a 5/8 inch steel rod found for a corner of this tract, said corner being on the South right of way line of an abandoned one hundred foot wide railroad;

THENCE, South 82 degrees 05 minutes 05 seconds West (South 82 degrees 15 minutes West-plat), with the South right of way line of said abandon railroad, a distance of 793.61 feet to a surveyor's concrete monument found for a corner of this tract;

THENCE, South 01 degree 08 minutes 07 seconds East, at a distance of 1,586.34 feet passing a 1/2 inch steel rod set, a total distance of 2,115.35 feet to a point for a corner of this tract;

THENCE, North 89 degrees 36 minutes 06 seconds West, a distance of 623.34 feet to a point for a corner of this tract;

THENCE, South 57 degrees 29 minutes 36 seconds West, a distance of 373.11 feet to a point for a corner of this tract;

THENCE, South 49 degrees 20 minutes 28 seconds West, a distance of 256.07 feet to a point for a corner of this tract;

THENCE, South 46 degrees 56 minutes 36 seconds West, a distance of 408.79 feet to a point for a corner of this tract;

THENCE, South 58 degrees 29 minutes 00 seconds West, a distance of 190.31 feet to a point for a corner of this tract;

THENCE, South 80 degrees 14 minutes 27 seconds West, a distance of 164.58 feet to a point for a corner of this tract;

THENCE, South 01 degree 11 minutes 09 seconds East, at a distance of 1,630.35 feet passing a ½ inch steel rod set on the North right of way line of State Highway 281 (100.00 foot right of way), a total distance of 1,683.82 feet to a point on the centerline of said State Highway 281 for the Southeast corner of this tract;

THENCE, North 70 degrees 22 minutes 46 seconds West, with the centerline of said State Highway 281, a distance of 1,776.41 feet to a point for the Southwest corner of this tract, said corner being the Southeast corner of Block Five (5), of said B.H. Dunlap River Ranch Subdivision;

THENCE, North 01 degree 06 minutes 50 seconds West, with the East line of said Block Five (5), at a distance of 53.47 feet passing a ½ inch steel rod found on the North right of way line of said State Highway 281, a total distance of 3,547.70 feet to a point for a corner of this tract, said corner being the Northeast of said Block Five (5), and Southeast corner of Block Six (6), of said B.H. Dunlap River Ranch Subdivision;

THENCE, North 01 degree 10 minutes 20 seconds West, with the East line of said Block Six (6), at a distance of 5,491.96 feet passing a 5/8 inch steel rod found on the South right of way line of said Carol J. Lane, a total distance of 5,511.96 feet (5,510.0 feet-plat) to the POINT OF BEGINNING and containing 945.134 acres of land, more or less, SAVE AND EXCEPT 0.413 acre tract, leaving a total of 944.721 acres of land.

SAVE AND EXCEPT: A 0.413 acre tract of land, more or less, out of the La Gloria Tract in the La Feria Grant, Cameron County, Texas, said 0.413 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a ½ inch steel rod found on the intersection of the North right of way line of said State Highway 281, and the East line of said Block Six (6), B.H. Dunlap River Ranch Subdivision;

THENCE, South 70 degrees 22 minutes 46 seconds East, with the North right of way line of said State Highway 281, a distance of 1,062.64 feet to ½ inch steel rod found for the Southwest corner and POINT OF BEGINNING of the tract of land herein described;

THENCE, North 01 degree 08 minutes 58 seconds West, a distance of 91.00 feet to a ½ inch steel rod found for the Northwest corner of this tract;

THENCE, South 70 degrees 22 minutes 46 seconds East, a distance of 211.20 feet to a ½ inch steel rod found for the Northeast corner of this tract;

THENCE, South 01 degree 08 minutes 58 seconds East, a distance of 91.00 feet to a ½ inch steel rod found on the North right of way line of said State Highway 281, for the Southwest corner of this tract;

THENCE, North 70 degrees 22 minutes 46 seconds West, with the North right of way line of said State Highway 281, a distance of 211.20 feet to the POINT OF BEGINNING and containing 0.413 acre of land, more or less.

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Mar 07, 2017 at 03:10P

Document Number: 00008689

By
Claudia Rodriguez
Silvia Garza-Perez, County Clerk
Cameron County