

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 28th day of January 2010, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the Dancy Courthouse, thereof, in Brownsville, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

DAVID E. ALLEX
CHAIRPERSON

FRANK PARKER, JR.
DIRECTOR

RUBEN GALLEGOS, JR.
DIRECTOR

VICTOR ALVAREZ
DIRECTOR

DIRECTOR

DIRECTOR

DIRECTOR

Secretary

YOLANDA VILLALOBOS
ABSENT

DAVID N. GARZA
ABSENT

MICHAEL SCAIEF
ABSENT

=====

The meeting was called to order by Chairman David E. Allex at 12:08 P.M. At this time, the Board considered the following matters as posted and filed for Record in the Office of the County Clerk on this January 25, 2010 at 10:24 A.M.:

AGENDA

**Special Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority**

**Dancy Courthouse
1100 E. Monroe Street
Brownsville, TX 78520**

Thursday, January 28, 2010

12:00 Noon

ACCEPTED FOR FILING
CAMERON COUNTY
2010 JAN 25 A 10:24
JOE G. RIVERA
COUNTY CLERK

I. Public Comments

CONSENT ITEMS:

- II. Consideration and Approval of the Minutes for January 20, 2010 Special Meeting**
- III. Consideration and Approval of Right of Entry for Parcel 5, West Rail Project**
- IV. Consideration and Approval of Right of Entry for Parcels 7, West Rail Project**
- V. Consideration and Approval of Right of Entry for Parcel 9, West Rail Project**

ITEMS FOR DISCUSSION AND ACTION:

- VI. Consideration and Approval of Letter of Engagement with Vinson & Elkins**
- VII. Consideration and Approval of a Resolution in the matter of acquiring land in fee simple title for Parcel 7, for the West Rail Relocation Project and for the construction of an International Rail Bridge**

EXECUTIVE SESSION ITEMS:

- VIII. Executive Session:**
 - A. Consultation with, and advice from Legal Counsel concerning negotiations and related contract issues with the Texas Department of Transportation regarding the Cameron County Regional Mobility Authority's projects, specifically SH 550 Toll Project and other legal issues affecting the authority, Pursuant to V.T.C.A. Government Code, Section 551.071 (2)**

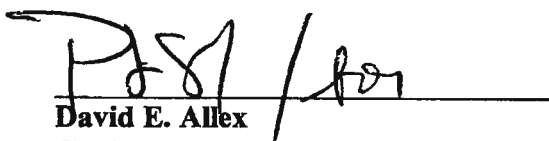
- B. Deliberation regarding real property concerning acquisition of Parcel 2, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072**
- C. Deliberation regarding real property concerning acquisition of Parcels 3 and 3E, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072**
- D. Deliberation regarding real property concerning acquisition of Parcel 4, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072**
- E. Deliberation regarding real property concerning acquisition of Parcel 5, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072**
- F. Deliberation regarding real property concerning acquisition of Parcel 7, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072**
- G. Deliberation regarding real property concerning acquisition of Parcel 9, for the West Rail Project, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072**

IX. Action relative to Executive Session

- A. Possible Action**
- B. Possible Action**
- C. Possible Action**
- D. Possible Action**
- E. Possible Action**
- F. Possible Action**
- G. Possible Action**

X. Adjournment

Signed this 25th day of January 2010


David E. Allex
Chairman

PUBLIC COMMENTS

I. PUBLIC COMMENTS

None were presented.

CONSENT ITEMS

ALL ITEMS II TO V UNDER THE CONSENT RMA AGENDA ARE HEARD COLLECTIVELY UNLESS OPPOSITION IS PRESENTED, IN WHICH CASE THE CONTESTED ITEM WILL BE CONSIDERED, DISCUSSED AND APPROPRIATE ACTION TAKEN SEPARATELY

Upon motion by Director Gallegos, seconded by Director Alvarez and carried unanimously, Items II to V listed below were approved as presented.

II. CONSIDERATION AND APPROVAL OF THE MINUTES FOR JANUARY 20, 2010, SPECIAL MEETING

III. CONSIDERATION AND APPROVAL OF RIGHT OF ENTRY FOR PARCEL 5, WEST RAIL PROJECT

The ROE is as follows:

IV. CONSIDERATION AND APPROVAL OF RIGHT OF ENTRY FOR PARCEL 7, WEST RAIL PROJECT

The ROE is as follows:

V. CONSIDERATION AND APPROVAL OF RIGHT OF ENTRY FOR PARCEL 9, WEST RAIL PROJECT

The ROE is as follows:

ACTION ITEMS

VI. CONSIDERATION AND APPROVAL OF LETTER OF ENGAGEMENT WITH VINSON & ELKINS

Mr. Sepulveda, RMA Coordinator explained to the Board the purpose of the Letter of Engagement with Vinson & Elkins.

Director Parker moved to approve the Letter of Engagement with Vinson & Elkins. The motion was seconded by Director Alvarez and carried unanimously.

The Letter of Engagement is as follows:

VII. CONSIDERATION AND APPROVAL OF A RESOLUTION IN THE MATTER OF ACQUIRING LAND IN FEE SIMPLE TITLE FOR PARCEL 7, FOR THE WEST RAIL RELOCATION PROJECT AND FOR THE CONSTRUCTION OF AN INTERNATIONAL RAIL BRIDGE.

Mr. Sepulveda, RMA Coordinator, mentioned to the Board that negotiations for acquisition of this parcel had not been successful to date and recommended that the parcel be processed for condemnation.

Director Gallegos moved for approval of the Resolution. The motion was seconded by Director Alvarez and carried unanimously.

The Resolution is as follows:

EXECUTIVE SESSION

Director Gallegos moved to go into Executive Session, the motion was seconded by Director Alvarez and carried unanimously, the Board met in Executive Session at 12:12 P.M. to discuss the following matters:

VIII. EXECUTIVE SESSION:

- A. CONSULTATION WITH, AND ADVISE FROM LEGAL COUNSEL CONCERNING NEGOTIATIONS AND RELATED CONTRACT ISSUES WITH THE TEXAS DEPARTMENT OF TRANSPORTATION REGARDING THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY'S PROJECTS, SPECIFICALLY SH 550 TOLL PROJECT AND OTHER LEGAL ISSUES AFFECTING THE AUTHORITY, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.071(2)**
- B. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 2, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**
- C. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCELS 3 and 3(E), FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**
- D. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 4, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**
- A. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 5, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**
- A. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 7, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**
- A. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 9, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**

Upon motion by Director Parker seconded by Director Alvarez and carried unanimously, the Board reconvened into Regular Session at 12:37 P.M. to discuss the following matters:

IX. ACTION RELATIVE TO EXECUTIVE SESSION:

- A. CONSULTATION WITH, AND ADVISE FROM LEGAL COUNSEL CONCERNING NEGOTIATIONS AND RELATED CONTRACT ISSUES WITH THE TEXAS DEPARTMENT OF TRANSPORTATION REGARDING THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY'S PROJECTS, SPECIFICALLY SH 550 TOLL PROJECT AND OTHER LEGAL ISSUES AFFECTING THE AUTHORITY, PURSUANT TO V.T.C.A. GOVERNMENT CODE, SECTION 551.071(2)**

Upon motion by Director Alvarez, seconded by Director Gallegos and carried unanimously, the Board acknowledged Report of Counsel and Staff.

- B. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 2, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**
- C. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCELS 3 and 3(E), FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**
- D. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 4, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**
- E. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 5, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**

Upon motion by Director Gallegos, seconded by Director Parker and carried unanimously, the Board acknowledged Report of Staff for Items B, C, D and E.

- F. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 7, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**

Upon motion by Director Alvarez, seconded by Director Parker and carried unanimously, the Board acknowledged Report of Staff and motioned to proceed along the terms and conditions as discussed in Executive Session.

- G. DELIBERATION REGARDING REAL PROPERTY CONCERNING ACQUISITION OF PARCEL 9, FOR THE WEST RAIL PROJECT, PURSUANT TO VERNON TEXAS CODE ANNOTATED (V.T.C.A), GOVERNMENT CODE, SECTION 551.072**

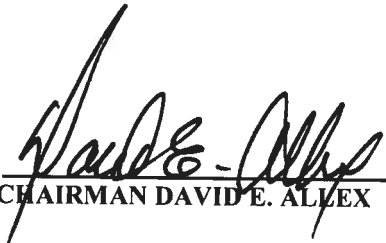
Upon motion by Director Gallegos, seconded by Director Parker and carried unanimously, the Board acknowledged Report of Staff.

X. ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Gallegos, seconded by Director Alvarez and carried unanimously the meeting was **ADJOURNED** at 12:40 P.M.


=====

APPROVED this 3rd day of February, 2010.



CHAIRMAN DAVID E. ALEX

ATTESTED:



SECRETARY RUBEN GALLEGOS, JR.

**III. CONSIDERATION ON APPROVAL OF RIGHT OF
ENTRY FOR PARCEL 5, WEST RAIL PROJECT**

RIGHT OF ENTRY AND POSSESSION

West Rail Project Parcel 5
CSJ: 0921-06-199

STATE OF TEXAS

§

COUNTY OF CAMERON

§

§

WHEREAS, _____, of the County of _____, State of _____, is (are) the owner(s), hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which is more fully described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes; and,

WHEREAS, the Cameron County Regional Mobility Authority intends to acquire fee simple title and/or certain interests in said Parcel, (save and except all the oil, gas and sulphur which can be removed from beneath the said Parcel without any right whatsoever remaining to the owners of such oil, gas and sulphur of ingress or egress to or from the surface of said Parcel for the purpose of exploring, developing, drilling or mining of the same), for the purpose of constructing a railroad track and appurtenances thereto; and,

WHEREAS, the Cameron County Regional Mobility Authority, intends to acquire the Parcel, encumbered with the improvements thereon, if any, by purchase, or upon failure to purchase by means of condemnation proceedings; and,

WHEREAS, the Cameron County Regional Mobility Authority, requires possession of said Parcel for the purpose of beginning construction of said railroad track;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of One Dollar (\$ 1.00) and other good and valuable consideration to them in hand paid by the Cameron County Regional Mobility Authority, the receipt and sufficiency of which is hereby acknowledged and confessed, have Granted, Bargained, Sold and Conveyed and by these presents do Grant, Bargain, Sell and Convey unto the Cameron County Regional Mobility Authority the right of entry upon said parcel to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit "A" and the right of entry upon said parcel for the purpose of constructing a railroad track and appurtenances thereto.

This grant of right of entry and possession is conditioned strictly upon the following:

1. The grant herein made shall not prejudice, in any way, Grantors' rights concerning any subsequent eminent domain proceeding concerning the Parcel, including without limitation, Grantor's right to receive full and just compensation for the interests to be acquired by the Cameron County Regional Mobility Authority in the Parcel, encumbered with the improvements thereon, if any, save and except all oil, gas and sulphur as hereinabove provided, and damages, if any, to the remaining property interests resulting from such acquisition.
2. The Cameron County Regional Mobility Authority agrees to acquire the Parcel either by purchase of said land or, in the alternative, agrees to initiate condemnation proceedings for the acquisition of said Parcel in a good faith and timely manner.
3. The parties agree that the date of taking for all purposes relating to any eminent domain proceeding concerning the Parcel (including, among other things, for the purpose of establishing the date of valuation and the date interest began to accrue) shall be the date of execution of this agreement.

4. This right of entry and possession shall extend to the Cameron County Regional Mobility Authority, its contractors, assigns and/or owners of any utility involved in the West Rail Relocation Project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Parcel. Said utility lines include, but are not limited to, those owned by: AEP, TransMontaigne and Rio Grande Valley MUD #2. Through this agreement, Grantor grants such rights to the extent of his/her interests, but does not purport to convey any interests of the owners of such utility lines. This right of entry and possession shall extend to the Cameron County Regional Mobility Authority, its contractors, assigns and/or owners for the purpose of constructing the railroad track.
5. Grantor herein warrants that he/she has full power and authority to execute this agreement on behalf of the party executing this agreement as Grantor.
6. If any provision of this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
7. Grantor and Cameron County Regional Mobility Authority may execute this agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument.

TO HAVE AND TO HOLD the possession of the Parcel described in the said Exhibit "A" for the purposes and subject to the limitations hereinabove set forth.

Executed this, the _____ day of _____, _____.

ATTEST:

By: _____

Acknowledgement

State of Texas
County of Cameron

This instrument was acknowledged before me on _____

by _____.

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____ by _____

of _____, a _____ corporation, on behalf of said corporation.

Notary Public's Signature

ACCEPTED AND AGREED TO by the Cameron County Regional Mobility Authority this _____ the day of _____, _____.

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

Executed by and approved for the Cameron County Regional Mobility Authority for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Cameron County Regional Mobility Authority.

By: _____
David E. Allex, Chairman date

Attested By: _____
Ruben Gallegos, Jr., Secretary date

Exhibit A

County: Cameron
Railroad: West Rail
Project Limits: From: Rio Grande River
To: US 77
ROW CSJ:

PARCEL NO. 5
PROPERTY DESCRIPTION

Being a 0.362 acre (15,758 square foot) parcel of land situated in the Jose Salvador de la Garza Survey, Abstract Number 2, Espiritu Santo Grant Share No. 1, Partition Share No. 1, Cameron County, Texas, and being out of and a part of the remainder of a called 216.04 acre tract, conveyed to Andrea de los Santos de Vera, by Certified Copy of Judgment dated May 29, 1924 as recorded in Volume 124 at Page 563 of the Deed Records of Cameron County (D.R.C.C.), Texas; said 0.362 acre parcel of land is more particularly described by metes and bounds as follows; All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 0.99996;

COMMENCING at a 5/8 inch iron rod with RODS Surveying cap set in the proposed southerly right of way line of West Rail Bypass for an angle point in said proposed right of way, for the southwest corner of a called 217.51 acre tract conveyed to Fernando T. Garcia Guajardo by deed dated November 5, 1997, as recorded in Volume 4628 at Page 29 of the Official Records of Cameron County (O.R.C.C.), Texas, also being the northwest corner of a called 200.00 acre tract conveyed to United States of America from Fernando Garcia Hinojosa et al, by deed dated June 27, 1986 and recorded in Volume 66 at Page 399 O.R.C.C., from which a found iron rod with aluminum cap bears South 82 deg. 53 min. 49 sec. East, a distance of 0.89 feet;

North 07 deg. 08 min. 51 sec. East, with the westerly line of said 217.51 acre tract, the easterly line of the remainder of said 216.04 acre tract and with the proposed southerly right of way line of said West Rail Bypass, a distance of 125.74 feet to a 5/8 inch iron rod with RODS Surveying cap set in the arc of a curve to the left, for the southeast corner and POINT OF BEGINNING of this parcel and for an angle point in said proposed southerly right of way, having a State Plane Coordinate surface value of X = 1,289,372.88 and Y = 16,526,755.26 and is located 48.61 feet right of and at a right angle to the proposed West Rail Bypass baseline station 302+41.00;

Exhibit A

1. THENCE in a westerly direction, along the proposed south right-of-way line of said West Rail Bypass and with the arc of said curve to the left, having a central angle of 04 deg. 50 min. 29 sec., a radius 1,865.50 feet, an arc length of 157.64 feet, a chord bearing of North 89 deg. 16 min. 51 sec. West, and a chord distance of 157.59 feet to a 5/8 inch iron rod with RODS Surveying cap set in the existing east right-of-way line of Carmen Avenue (120.00 foot width), as partially dedicated by a 40 foot wide strip, called 18.780 acres, conveyed to Cameron County by deed dated April 29, 1981 and recorded in Volume 1230 Page 648 D.R.C.C.;
2. THENCE North 07 deg. 08 min. 51 sec. East, with the east right of way line of said Carmen Avenue, a distance of 101.14 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed north right of way line of said West Rail Bypass and on the arc of a curve to the right, for the northwest corner of this parcel;
3. THENCE in a easterly direction, with the proposed north right-of-way line of said West Rail and with the arc of said curve to the right, having a central angle of 04 deg. 35 min. 32 sec., a radius 1,965.50 feet, an arc length of 157.53 feet, a chord bearing of South 88 deg. 57 min. 07 sec. East, and a chord distance of 157.49 feet to a 5/8 inch iron rod with RODS Surveying cap set in the west line of said 217.51 acre tract and in east line of the residue of said 216.04 acre tract, for the northeast corner of the herein described parcel;
4. THENCE South 07 deg. 08 min. 51 sec. West, with the west line of said 217.51 acre tract and with east line of the residue of said 216.04 acre tract, a distance of 100.23 feet to the POINT OF BEGINNING and containing within said boundaries 0.362 acres of land.

SURVEYED: October through December, 2004.

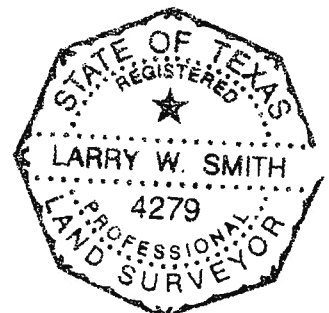
NOTES:

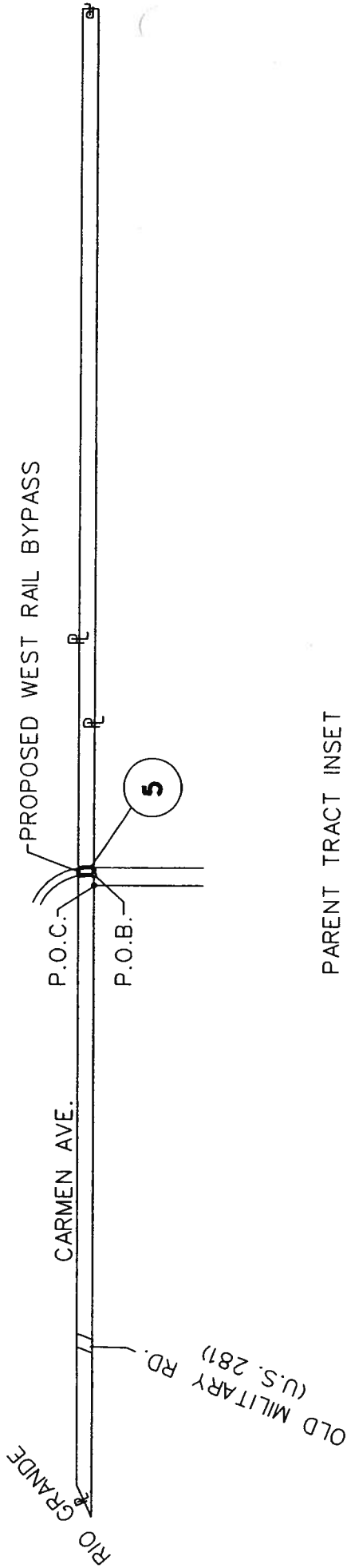
1. A parcel plat of even date was prepared in conjunction with this property description.

I, Larry W. Smith, Registered Professional Land Surveyor, Texas Registration No. 4279, do hereby certify that the foregoing description was prepared from a survey made on the ground under my supervision on the dates shown.

 11-30-2005

RODS Surveying, Inc. 6810 Lee Rd. Spring, Texas 77379 - Ph: 1-888-456-RODS





PARENT TRACT INSET
PARCEL NO. 5
N.T.S.



I do hereby certify that the plat shown hereon conforms to the current General Rules of Procedures and Practices as promulgated by the Texas Board of Professional Land Surveyors.
[Signature]
Larry W. Smith, R.P.L.S. #4279

Notes:

- All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 0.999996.
- A metes and bounds description of even date accompanies this plat.

EXISTING	TAKING	REMAINING
115.24 AC. (Calculated)	0.362 AC.	90.62 AC. LT.
	15,758 Sq. Ft.	24.26 AC. RT.

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
PARCEL 5

WEST RAIL BYPASS CAMERON COUNTY
RODS SURVEYING, INC. APRIL, 2005
CCS.I: RCS.I:

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT

75' WIDE ESM'T. & RIGHT OF WAY
TO
RAMON A. DE LEON, ET AL
CENTRAL POWER & LIGHT CO.
VOL. 1397, PG. 294 D.R.C.C.
JANUARY 18, 1985

FERNANDO T. GARCIA GUAJARDO
CALLED 217.51 ACRES
PARTITION DEED
VOL. 4628, PG. 29 O.R.C.C.
NOVEMBER 5, 1997

C-1
CURVE DATA
R= 1,965.50'
Δ= 04° 35' 32"
L= 157.53'
CHB= S88° 57' 07" E
CHL= 157.49'

C-3
CURVE DATA
R= 1,965.50'
Δ= 03° 47' 37"
L= 130.14'
CHB= S84° 45' 33" E
CHL= 130.11'

(CHORD DEFINITION)
BASELINE SPIRAL CURVE DATA
P.I. STA.= 291+84.16
X= 1,287,794.23
Y= 16,526,897.43
Δ= 87° 00' 18" RT.
R= 1,910.08'
CHB= N 53° 38' 07" E
CHL= 2,442.91'
Ls= 250.00'

80' WIDE COUNTY OF CAMERON
CALLED 13.164 ACRES
VOL. 1289, PG. 48 D.R.C.C.
OCTOBER 30, 1980

40' COUNTY OF CAMERON
CALLED 18.780 ACRES
VOL. 1230, PG. 648 D.R.C.C.
APRIL 29, 1981

SURVEY A-2

CARMEN AVE.
(120.00' R.O.W.)

Set
STA. 300+94.24
51.12' LT.
C1
0.362 ACRES
C2
Set
STA. 302+47.64
51.40' LT.
C3
PROPOSED R.O.W.

N 07° 08' 51" E
101.14'
300+00
BASELINE
PROPOSED
WEST RAIL
BYPASS

Set
STA. 300+79.26
48.90' RT.
PROPOSED R.O.W.

VERA STRIP TRACT
ANDREA DE LOS SANTOS DE VERA
RESIDUE OF 216.04 ACRES
VOL. 124, PG. 563 D.R.C.C.
MAY 29, 1964

P.O.C.-PARCEL 5
Set
(Fnd. I.R. w/ Alum. Cap Brs.
S 82° 53' 49" E, 0.89')

PROPOSED WEST RAIL BYPASS
(R.O.W. Varies)

P.O.B. PARCEL 5, Set
STA. 302+41.00, 48.61' RT.
X-1,289,372.88
Y-16,526,755.26

PROPOSED R.O.W.

GRANTEE: UNITED STATES OF AMERICA
GRANTOR: FERNANDO GARCIA HINOJOSA, ET AL
SAVE AND EXCEPT
CALLED 200.00 ACRES
VOL. 66, PG. 399 O.R.C.C.
JUNE 27, 1986

**IV. CONSIDERATION AND APPROVAL OF RIGHT OF
ENTRY FOR PARCEL 7, WEST RAIL PROJECT**

RIGHT OF ENTRY AND POSSESSION

West Rail Project Parcel 7
CSJ: 0921-06-199

STATE OF TEXAS

§

§

COUNTY OF CAMERON

§

WHEREAS, _____, of the County of _____, State of _____, is (are) the owner(s), hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which is more fully described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes; and,

WHEREAS, the Cameron County Regional Mobility Authority intends to acquire fee simple title and/or certain interests in said Parcel, (save and except all the oil, gas and sulphur which can be removed from beneath the said Parcel without any right whatsoever remaining to the owners of such oil, gas and sulphur of ingress or egress to or from the surface of said Parcel for the purpose of exploring, developing, drilling or mining of the same), for the purpose of constructing a railroad track and appurtenances thereto; and,

WHEREAS, the Cameron County Regional Mobility Authority, intends to acquire the Parcel, encumbered with the improvements thereon, if any, by purchase, or upon failure to purchase by means of condemnation proceedings; and,

WHEREAS, the Cameron County Regional Mobility Authority, requires possession of said Parcel for the purpose of beginning construction of said railroad track;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of One Dollar (\$ 1.00) and other good and valuable consideration to them in hand paid by the Cameron County Regional Mobility Authority, the receipt and sufficiency of which is hereby acknowledged and confessed, have Granted, Bargained, Sold and Conveyed and by these presents do Grant, Bargain, Sell and Convey unto the Cameron County Regional Mobility Authority the right of entry upon said parcel to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit "A" and the right of entry upon said parcel for the purpose of constructing a railroad track and appurtenances thereto.

This grant of right of entry and possession is conditioned strictly upon the following:

1. The grant herein made shall not prejudice, in any way, Grantors' rights concerning any subsequent eminent domain proceeding concerning the Parcel, including without limitation, Grantor's right to receive full and just compensation for the interests to be acquired by the Cameron County Regional Mobility Authority in the Parcel, encumbered with the improvements thereon, if any, save and except all oil, gas and sulphur as hereinabove provided, and damages, if any, to the remaining property interests resulting from such acquisition.
2. The Cameron County Regional Mobility Authority agrees to acquire the Parcel either by purchase of said land or, in the alternative, agrees to initiate condemnation proceedings for the acquisition of said Parcel in a good faith and timely manner.
3. The parties agree that the date of taking for all purposes relating to any eminent domain proceeding concerning the Parcel (including, among other things, for the purpose of establishing the date of valuation and the date interest began to accrue) shall be the date of execution of this agreement.

4. This right of entry and possession shall extend to the Cameron County Regional Mobility Authority, its contractors, assigns and/or owners of any utility involved in the West Rail Relocation Project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Parcel. Said utility lines include, but are not limited to, those owned by: AEP, TransMontaigne and Rio Grande Valley MUD #2. Through this agreement, Grantor grants such rights to the extent of his/her interests, but does not purport to convey any interests of the owners of such utility lines. This right of entry and possession shall extend to the Cameron County Regional Mobility Authority, its contractors, assigns and/or owners for the purpose of constructing the railroad track.
5. Grantor herein warrants that he/she has full power and authority to execute this agreement on behalf of the party executing this agreement as Grantor.
6. If any provision of this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
7. Grantor and Cameron County Regional Mobility Authority may execute this agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument.

TO HAVE AND TO HOLD the possession of the Parcel described in the said Exhibit "A" for the purposes and subject to the limitations hereinabove set forth.

Executed this, the _____ day of _____, _____.

ATTEST:

By: _____

Acknowledgement

State of Texas
County of Cameron

This instrument was acknowledged before me on _____

by _____.

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____ by _____

of _____, a _____ corporation, on behalf of said corporation.

Notary Public's Signature

ACCEPTED AND AGREED TO by the Cameron County Regional Mobility Authority this _____ the day of _____, ____.

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

Executed by and approved for the Cameron County Regional Mobility Authority for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Cameron County Regional Mobility Authority.

By: _____
David E. Alex, Chairman date

Attested By: _____
 Ruben Gallegos, Jr., Secretary date _____

Exhibit A

County: Cameron
Railroad: West Rail
Project Limits: From: Rio Grande River
To: US 77
ROW CSJ:

PARCEL NO. 7
PROPERTY DESCRIPTION

Being a 21.274 (926,682 square feet) acre parcel of land situated in the Jose Salvador de la Garza Survey, Abstract Number 2, Espiritu Santo Grant, Cameron County, Texas, and being out of and a part of a residue of an 852.53 acre tract, conveyed to Mauricio Sampayo, by partition deed dated November 18, 1997 as recorded in Volume 4628 at Page 29 of the Official Records of Cameron County (O.R.C.C.), Texas, said 21.274 acre parcel of land is more particularly described by metes and bounds as follows; All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 0.999996;

COMMENCING at a 5/8 inch iron rod with aluminum cap found for the southwest corner of a called 200.00 acre tract conveyed to United States of America from Fernando Garcia Hinojosa, et al, by deed dated June 27, 1986 and recorded in Volume 66 at Page 399 O.R.C.C. and being in the easterly line of a called 216.04 acre tract conveyed to Andrea de los Santos de Vera by Certified Copy of Judgment dated May 29, 1924 and recorded in Volume 124 at Page 563 D.R.C.C.;

North 07 deg. 08 min. 51 sec. East, with the westerly line of said 200.00 acre tract and the common easterly line of the remainder of said 216.04 acre tract, a distance of 1520.09 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed south right of way line of West Rail Bypass (width varies), for the southwest corner of a called 217.51 acre tract, conveyed to Fernando Tomas Garcia Guajardo by partition deed dated November 5, 1997 as recorded in Volume 4628 at Page 29 O.R.C.C. and for the northwest corner of said 200.00 acre tract;

South 82 deg. 53 min. 04 sec. East, with the proposed south right of way line of said Rail Bypass, the south line of said 217.51 acre tract and with the common north line of said 200.00 acre tract, a distance of 1,682.97 feet to a 5/8 inch iron rod with RODS Surveying cap set for the southwest corner and POINT OF BEGINNING of this parcel, for the southeast corner of said 217.51 acre tract and for the southwest corner of the residue of said 852.53 acre tract, having a State Plane Coordinate surface value of $X = 1,291,027.25$ and $Y = 16,526,422.03$ and being located 179.42 feet right of and at a right angle to the proposed West Rail Bypass baseline station 319+27.36;

Exhibit A

1. THENCE North 07 deg. 09 min. 54 sec. East, with the west line of the residue of said 852.53 acre tract and the common east line of said 217.51 acre tract, a distance of 229.63 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed north right of way line of said West Rail Bypass, for the northwest corner of the herein described parcel;
2. THENCE South 82 deg. 51 min. 44 sec. East, with the proposed north right-of-way line of said West Rail Bypass, at a distance of 1,139.10 feet pass the west right-of-way line of Carmen Avenue (120 foot R.O.W.), as recorded in Volume 1, Page 127-B, dated June 22, 1976 in the Map Records of Cameron County, Texas, at distance of 1,259.10 feet pass the east right-of-way line of said Carmen Avenue, continuing for a total distance of 4,049.28 feet to a 5/8 inch iron rod with RODS Surveying cap set in the east line of residue of said 852.53 acre tract and in the west line of the remainder of a 568.836 acre tract conveyed to Mcar Development, LTD from Milton E. Wentz, et al by deed dated January 12, 2004 and recorded in Volume 9773 at Page 310 O.R.C.C., for the northeast corner of the herein described parcel;
3. THENCE South 07 deg. 06 min. 21 sec. West, with east line of the residue of said 852.53 acre tract and the common west line of the remainder of said 568.836 acre tract, at a distance of 100.00 feet pass a 5/8 inch iron rod with RODS Surveying cap set in the proposed south right of way line of said West Rail Bypass for an angle point in said proposed south right of way, continuing with said common line and said proposed southerly right of way line for a total distance of 228.06 feet to an iron rod with Aluminum Disk found for the northeast corner of said 200.00 acre tract, the southeast corner of the residue of said 852.53 acre tract and for the southeast corner of the herein described parcel;
4. THENCE North 82 deg. 53 min. 04 sec. West, with the south proposed right-of-way line of said West Rail Bypass, the south line of the residue of said 852.53 acre tract and the north line of said 200.00 acre tract, at a distance of 2790.21 feet pass the east right-of-way line of said Carmen Avenue, at a distance of 2,910.21 feet pass the west right-of-way line of said Carmen Avenue, continuing for a total distance of 4,049.51 feet to the POINT OF BEGINNING and containing within said boundaries 21.274 acres of land.

SURVEYED: October through December, 2004.

NOTES:

1. A parcel plat of even date was prepared in conjunction with this property description.

Exhibit A

I, Larry W. Smith, Registered Professional Land Surveyor, Texas Registration No. 4279, do hereby certify that the foregoing description was prepared from a survey made on the ground under my supervision on the dates shown.

Larry W. Smith 11.30.2005

RODS Surveying, Inc. 6810 Lee Rd. Spring, Texas 77379 - Ph: 1-888-456-RODS



CAMERON COUNTY DRAINAGE DISTRICT
DRAINAGE DITCH R.O.W.

C.F.M. 1732



PROPOSED WEST RAIL BYPASS

P.O.B.

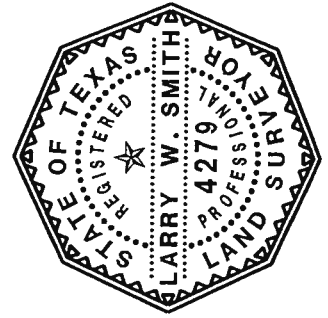
PARENT TRACT INSET
PARCEL NO. 7

N.T.S.

P.O.C.

7

CARMEN AVE.



I do hereby certify that the plat shown hereon
conforms to the current General Rules of
Procedures and Practices as promulgated by
the Texas Board of Professional Land Surveyors.

Larry W. Smith
Larry W. Smith, R.P.L.S. #4279

Notes:

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 0.99996.
2. A metes and bounds description of even date accompanies this plat.

EXISTING	TAKING	REMAINING
----------	--------	-----------

434.59 AC. (Calculated)	21,274 AC.	413,315 AC. LT
	926,682 Sq. Ft.	

RIGHT OF WAY SKETCH

SHOWING PROPERTY OF

PARCEL 7

WEST RAIL BYPASS CAMERON COUNTY
RODS SURVEYING, INC. APRIL, 2005
CCSJ: RCSJ:

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT SURVEY A-2



FERNANDO T.
GARCIA GUJARDO
CALLED 217.51 ACRES
PARTITION DEED
VOL. 4628, PG. 29
O.R.C.C.
NOVEMBER 5, 1997

MAURICIO SAMPAYO
RESIDUE OF 852.53 ACRES
PARTITION DEED
VOL. 4628, PG. 29
O.R.C.C.
NOVEMBER 5, 1997

Set
STA. 319+27.48
50.21' LT.

S 82° 51' 44" E

S 82° 51' 44" E 4,049.28'

PROPOSED R.O.W.

S 82° 51' 54" E

WEST RAIL PROPOSED BASELINE
1,139.10'

320+00

PROPOSED WEST RAIL BYPASS (R.O.W. Varies)

7 21.274 ACRES

30' PIPELINE RIGHT-OF-WAY
& EASEMENT AGREEMENT
PMI SERVICES NORTH AMERICA, INC.
VOL. 8443, PG. 134 O.R.C.C.
SEPTEMBER 4, 2002

S 82° 53' 04" E
1,682.97'

N 82° 53' 04" W

4,049.51'

PROPOSED R.O.W.

1,139.30'

P.O.B.-PARCEL 7

Set

X= 1,291,027.246
Y= 16,526,422.03

STA. 319+27.36, 179.42' RT.
(Fnd. 1/2" I.R. Brs.)

N 07° 09' 54" E, 0.95'

GRANTEE: UNITED STATES OF AMERICA
GRANTOR: FERNANDO GARCIA HINOJOSA, ET AL
SAVE AND EXCEPT
CALLED 200.00 ACRES
VOL. 66, PG. 399 O.R.C.C.
JUNE 27, 1986

P.O.C. PARCEL 7
Fnd. I.R. w/ Alum. Cop

Set
N 07° 08' 51" E
1,520.09'

MATCH LINE STA. 325+00

SURVEY A-2



MAURICIO SAMPAYO
RESIDUE OF 852.53 ACRES
PARTITION DEED
VOL. 4628, PG. 29 O.R.C.C.
NOVEMBER 5, 1997

CARMEN AVE. R.O.W. DEDICATION
VOL. 1, PG. 127-B M.R.C.C.
JUNE 22, 1976

MATCH LINE STA. 325+00

MATCH LINE STA. 333+00

PROPOSED R.O.W. S 82°51'44" E

WEST RAIL PROPOSED BASELINE S 82°51'54" E

PROPOSED WEST RAIL BYPASS
(R.O.W. Varies)

7

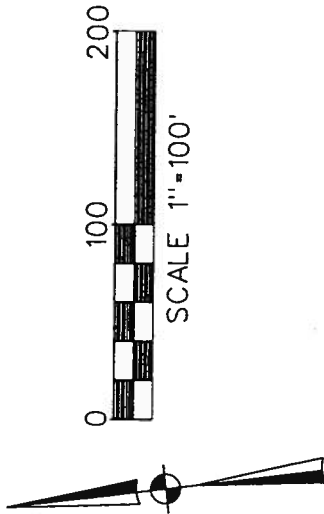
21.274 ACRES

30' PIPELINE RIGHT-OF-WAY
& EASEMENT AGREEMENT
PMI SERVICES NORTH AMERICA, INC.
VOL. 8443, PG. 134 O.R.C.C.
SEPTEMBER 4, 2002

PROPOSED R.O.W. N 82°53'04" W

GRANTEE: UNITED STATES OF AMERICA
GRANTOR: FERNANDO GARCIA HINOJOSA, ET AL
SAVE AND EXCEPT
CALLED 200.00 ACRES
VOL. 66, PG. 399 O.R.C.C.
JUNE 27, 1986

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT SURVEY A-2



MATCH LINE STA. 333+00

MAURICIO SAMPAYO
RESIDUE OF 852.53 ACRES
PARTITION DEED
VOL. 4628, PG. 29 O.R.C.C.
NOVEMBER 5, 1997

PROPOSED R.O.W. S 82° 51' 44" E 4,049.28'

2,790.18'

S 82° 51' 54" E

335+00

PROPOSED WEST RAIL BYPASS
(R.O.W. Varies)

7 21.274 ACRES

30' PIPELINE RIGHT-OF-WAY
& EASEMENT AGREEMENT
PMI SERVICES NORTH AMERICA, INC.
VOL. 9972, PG. 310 O.R.C.C.
FEBRUARY 27, 2004

WEST RAIL PROPOSED BASELINE

340+00

2,790.21'

PROPOSED R.O.W. N 82° 53' 04" W 4,049.51'

GRANTEE: UNITED STATES OF AMERICA
GRANTOR: FERNANDO GARCIA HINOJOSA, ET AL
SAVE AND EXCEPT
CALLED 200.00 ACRES
VOL. 66, PG. 399 O.R.C.C.
JUNE 27, 1986

MATCH LINE STA. 341+00

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT SURVEY A-2



MATCH LINE STA. 341+00

MATCH LINE STA. 349+00

MAURICIO SAMPAYO
RESIDUE OF 852.53 ACRES
PARTITION DEED
VOL. 4628, PG. 29
O.R.C.C.
NOVEMBER 5, 1997

PROPOSED R.O.W. S 82°51'44" E 4,049.28'

2,790.18'

WEST RAIL PROPOSED BASELINE

S 82°51'54" E

345+00

PROPOSED WEST RAIL BYPASS
(R.O.W. Varies)

30' PIPELINE RIGHT-OF-WAY
& EASEMENT AGREEMENT
PMI SERVICES NORTH AMERICA, INC.
VOL. 9972, PG. 310 O.R.C.C.
FEBRUARY 27, 2004

7 21.274 ACRES

2,790.21'

PROPOSED R.O.W. N 82°53'04" W 4,049.51'

GRANTEE: UNITED STATES OF AMERICA
GRANTOR: FERNANDO GARCIA HINOJOSA, ET AL
SAVE AND EXCEPT
CALLED 200.00 ACRES
VOL. 66, PG. 399 O.R.C.C.
JUNE 27, 1986

SURVEY A-2



MAURICIO SAMPAYO
RESIDUE OF 852.53 ACRES
PARTITION DEED
VOL. 4628, PG. 29
O.R.C.C.
NOVEMBER 5, 1997

MATCH LINE STA. 349+00

PROPOSED R.O.W. S 82°51'44" E 4,049.28'

2,790.18'

WEST RAIL PROPOSED BASELINE

350+00

355+00

S 82°51'54" E

PROPOSED WEST RAIL BYPASS
(R.O.W. Varies)

30' PIPELINE RIGHT-OF-WAY
& EASEMENT AGREEMENT
PMI SERVICES NORTH AMERICA, INC.
VOL. 9972, PG. 310 O.R.C.C.
FEBRUARY 27, 2004

7

21.274 ACRES

2,790.21'

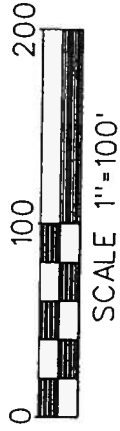
PROPOSED R.O.W. N 82°53'04" W 4,049.51'

MATCH LINE STA. 357+00

GRANTEE: UNITED STATES OF AMERICA
GRANTOR: FERNANDO GARCIA HINOJOSA, ET AL
SAVE AND EXCEPT
CALLED 200.00 ACRES
VOL. 66, PG. 399 O.R.C.C.
JUNE 27, 1986

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT

SURVEY A-2



PARCEL 9

150' WIDE
CAMERON COUNTY DRAINAGE DISTRICT
STORM WATER TRANSPORTATION
& DRAINAGE DITCH RIGHT OF WAY
VOL. 5308, PG. 160 O.R.C.C.
DECEMBER 15, 1998

MAURICIO SAMPAYO
RESIDUE OF 852.53 ACRES
PARTITION DEED
VOL. 4628, PG. 29
O.R.C.C.
NOVEMBER 5, 1997

Set
STA. 359+76.75
PROPOSED R.O.W. 50.00' L.T.
S 82° 51' 44" E 4,049.28'

2,790.18'

WEST RAIL PROPOSED BASELINE

S 82° 51' 54" E
Set
STA. 359+76.80
49.99' RT.

7 (R.O.W. Varies)

21.274 ACRES

N 82° 53' 04" W 4,049.51'
PROPOSED R.O.W.

GRANTEE: UNITED STATES
OF AMERICA
GRANTOR: FERNANDO GARCIA
HINOJOSA, ET AL
SAVE AND EXCEPT
CALLED 200.00 ACRES
VOL. 66, PG. 399 O.R.C.C.
JUNE 27, 1986

GRANTEE: MCAR DEVELOPMENT, LTD.
GRANTOR: MILTON E. WENTZ, ET AL
REMAINDER OF 568.836 ACRES
VOL. 9773, PG. 310 O.R.C.C.
JANUARY 12, 2004

S 82° 51' 44" E
154.19'

ITS STA. 360+14.27

Set
(100' R.O.W.)

PROPOSED WEST RAIL BYPASS

N 82° 51' 44" W
154.13'

20' PIPELINE RIGHT-OF-WAY
& EASEMENT AGREEMENT
PMI SERVICES NORTH AMERICA, INC.
VOL. 8443, PG. 145
O.R.C.C.
OCTOBER 14, 2002

STA. 359+76.87
178.06' RT.
Found Iron Rod
w/Aluminum Disk

MATCH LINE STA. 357+00

**V. CONSIDERATION AND APPROVAL OF RIGHT OF
ENTRY FOR PARCEL 9, WEST RAIL PROJECT**

RIGHT OF ENTRY AND POSSESSION

West Rail Project Parcel 9
CSJ: 0921-06-199

STATE OF TEXAS

§
§
§

COUNTY OF CAMERON

WHEREAS, _____, of the County of _____, State of _____, is (are) the owner(s), hereinafter referred to as Grantors, whether one or more, of a certain tract or parcel of land, hereinafter referred to as the Parcel, which is more fully described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes; and,

WHEREAS, the Cameron County Regional Mobility Authority intends to acquire fee simple title and/or certain interests in said Parcel, (save and except all the oil, gas and sulphur which can be removed from beneath the said Parcel without any right whatsoever remaining to the owners of such oil, gas and sulphur of ingress or egress to or from the surface of said Parcel for the purpose of exploring, developing, drilling or mining of the same), for the purpose of constructing a railroad track and appurtenances thereto; and,

WHEREAS, the Cameron County Regional Mobility Authority, intends to acquire the Parcel, encumbered with the improvements thereon, if any, by purchase, or upon failure to purchase by means of condemnation proceedings; and,

WHEREAS, the Cameron County Regional Mobility Authority, requires possession of said Parcel for the purpose of beginning construction of said railroad track;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Grantors for and in consideration of the sum of One Dollar (\$ 1.00) and other good and valuable consideration to them in hand paid by the Cameron County Regional Mobility Authority, the receipt and sufficiency of which is hereby acknowledged and confessed, have Granted, Bargained, Sold and Conveyed and by these presents do Grant, Bargain, Sell and Convey unto the Cameron County Regional Mobility Authority the right of entry upon said parcel to remove improvements, if any, with which the land is encumbered and exclusive possession of the said Parcel described in said Exhibit "A" and the right of entry upon said parcel for the purpose of constructing a railroad track and appurtenances thereto.

This grant of right of entry and possession is conditioned strictly upon the following:

1. The grant herein made shall not prejudice, in any way, Grantors' rights concerning any subsequent eminent domain proceeding concerning the Parcel, including without limitation, Grantor's right to receive full and just compensation for the interests to be acquired by the Cameron County Regional Mobility Authority in the Parcel, encumbered with the improvements thereon, if any, save and except all oil, gas and sulphur as hereinabove provided, and damages, if any, to the remaining property interests resulting from such acquisition.
2. The Cameron County Regional Mobility Authority agrees to acquire the Parcel either by purchase of said land or, in the alternative, agrees to initiate condemnation proceedings for the acquisition of said Parcel in a good faith and timely manner.
3. The parties agree that the date of taking for all purposes relating to any eminent domain proceeding concerning the Parcel (including, among other things, for the purpose of establishing the date of valuation and the date interest began to accrue) shall be the date of execution of this agreement.

4. This right of entry and possession shall extend to the Cameron County Regional Mobility Authority, its contractors, assigns and/or owners of any utility involved in the West Rail Relocation Project for the additional purposes of locating utility lines, replacing, repairing, making improvements to and/or maintaining the existing utility lines that lie within the Parcel. Said utility lines include, but are not limited to, those owned by: AEP, TransMontaigne and Rio Grande Valley MUD #2. Through this agreement, Grantor grants such rights to the extent of his/her interests, but does not purport to convey any interests of the owners of such utility lines. This right of entry and possession shall extend to the Cameron County Regional Mobility Authority, its contractors, assigns and/or owners for the purpose of constructing the railroad track.
5. Grantor herein warrants that he/she has full power and authority to execute this agreement on behalf of the party executing this agreement as Grantor.
6. If any provision of this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
7. Grantor and Cameron County Regional Mobility Authority may execute this agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument.

TO HAVE AND TO HOLD the possession of the Parcel described in the said Exhibit "A" for the purposes and subject to the limitations hereinabove set forth.

Executed this, the _____ day of _____, _____.

ATTEST:

By: _____

Acknowledgement

State of Texas
County of Cameron

This instrument was acknowledged before me on _____

by _____.

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____ by _____

of _____, a _____ corporation, on behalf of said corporation.

Notary Public's Signature

ACCEPTED AND AGREED TO by the Cameron County Regional Mobility Authority this ____ the day of _____, ____.

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

Executed by and approved for the Cameron County Regional Mobility Authority for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Cameron County Regional Mobility Authority.

By: _____
David E. Allex, Chairman date

Attested By: _____
 Ruben Gallegos, Jr., Secretary date _____

Exhibit A

County:	Cameron	Highway:	West Rail Relocation Project
Railroad:	West Rail	CCSJ:	0921-06-073
Project Limits:	From: Rio Grande River	RCSJ:	0921-06-199
	To: US 77		
ROW CSJ:			

PARCEL NO. 9
PROPERTY DESCRIPTION

Being a 4.793 acre parcel of land situated in the Jose Salvador de la Garza Survey, Abstract Number 2, Espiritu Santo Grant, Cameron County, Texas, and being out of and a part of a called 516.04 acre tract conveyed to R.E.C.L. Limited Partnership from Kincannon Farms, a Texas General Partnership, by deed dated February 20, 2003 as recorded in Volume 8776 at Page 288 of the Official Records of Cameron County (O.R.C.C.), Texas; said 4.793 acre parcel of land being more particularly described by metes and bounds as follows; All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 0.999996;

COMMENCING at a 1/2 inch iron rod in concrete found for an angle corner in the east line of said 516.04 acre tract, and in the north line of Block 4 of Olmito Gardens Tract No. 3 Subdivision as shown on the plat thereof, recorded in Volume 8 at Page 17 of the Map Records of Cameron County, Texas;

THENCE North 83 deg. 34 min. 09 sec. West, with the north line of said Block 4, a distance of 7.67 feet to a 5/8 inch iron rod with RODS Surveying cap set for an angle corner in the east line of said 516.04 acre tract, and for the northwest corner of said Block 4;

THENCE South 06 deg. 45 min. 51 sec. West, with the west line of said Block 4, and with the east line of said 516.04 acre tract, a distance of 534.02 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed northerly right of way line of West Rail Bypass (100' R.O.W.), for the northeast corner and POINT OF BEGINNING of this parcel, having a State Plane Coordinate surface value of $X = 1,299,002.17$ and $Y = 16,523,641.38$ and being located 49.49 feet left of and at a right angle to the proposed West Rail baseline station 407+95.02;

1. THENCE South 06 deg. 45 min. 51 sec. West, with the west line of said Block 4, and with the east line of said 516.04 acre tract, a distance of 100.49 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed southerly right of way line of said West Rail Bypass, on the arc of a curve to the right and for the southeast corner of the herein described parcel;

Exhibit A

2. THENCE in a northeasterly direction, along said southerly right-of-way line of said proposed West Rail Bypass and with the arc of said curve to the right, having a central angle of 44 deg. 47 min. 05 sec., a radius 1,975.00 feet, an arc length of 1,543.74 feet, a chord bearing of North 66 deg. 21 min. 45 sec. West, and a chord distance of 1,504.74 feet to a 5/8 inch iron rod with RODS Surveying cap set for a point of tangency of said curve and for a corner of the herein described parcel;
3. THENCE North 43 deg. 58 min. 13 sec. West, with the proposed southerly right-of-way line of said West Rail Bypass, a distance of 577.16 feet to the westerly line of said 516.04 acre tract, the easterly line of a called 568.836 acre tract conveyed to Mcar Development, Ltd. from Milton E. Wentz, et al, by deed dated January 12, 2004 and recorded in Volume 9773 at Page 310 O.R.C.C., being in the east line of a 75 foot wide storm water transportation and drainage ditch right of way described as Parcel 5 in deed to Cameron County Drainage District, dated December 15, 1998, recorded in Volume 5308, Page 155 of the O.R.C.C. and the common west line of a 75 foot wide storm water transportation and drainage ditch right of way described as Parcel 2 by deed to Cameron County Drainage District, dated December 15, 1998, recorded in Volume 5308, Page 143 O.R.C.C., for the most westerly corner of the herein described parcel;
4. THENCE North 44 deg. 50 min. 52 sec. East, with the common line of said drainage ditch right of ways, the easterly line of said 568.836 acre tract and the westerly line of said 516.04 acre tract, a distance of 100.02 feet to the proposed northerly line of right-of-way line of said West Rail Bypass, for northwest corner of the herein described parcel;
5. THENCE South 43 deg. 58 min. 13 sec. East, with the proposed northerly right-of-way line of said West Rail Bypass, a distance of 579.22 feet to a 5/8 inch iron rod with RODS Surveying cap set for the point of curvature of a curve to the left and for a corner of the herein described parcel;
6. THENCE in a southeasterly direction, along the proposed northerly right-of-way line of said West Rail Bypass and with the arc of said curve to the left, having a central angle of 45 deg. 04 min. 48 sec., a radius 1,875.00 feet, an arc length of 1,475.24 feet, a chord bearing of South 66 deg. 30 min. 37 sec. East, and a chord distance of 1,437.48 feet to the POINT OF BEGINNING and containing within said boundaries 4.793 acres of land.

SURVEYED: October through December, 2004.

NOTES:

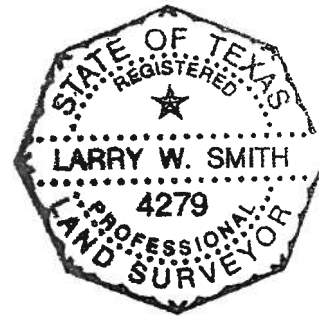
1. A parcel plat of even date was prepared in conjunction with this property description.

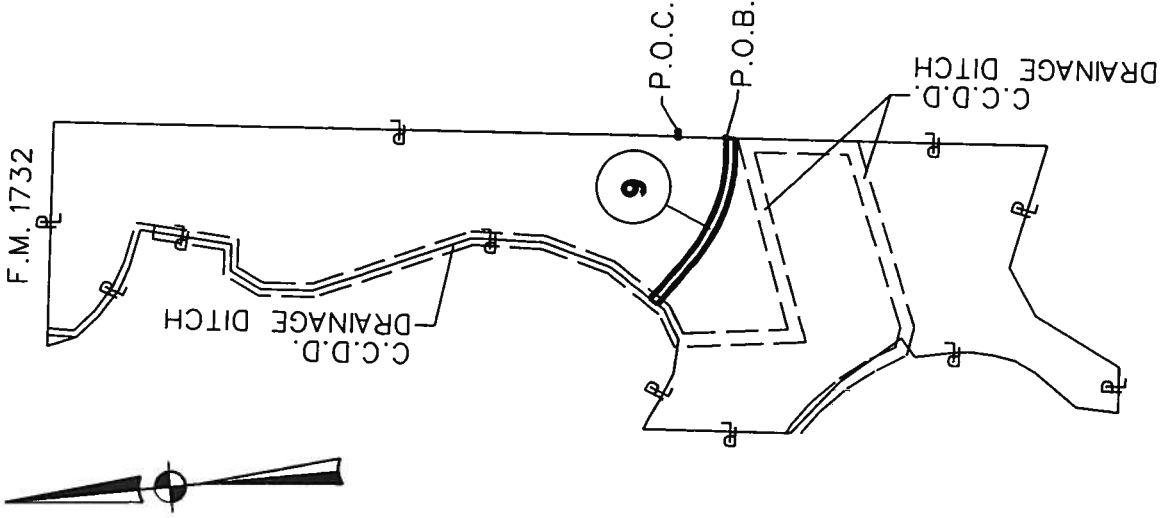
Exhibit A

I, Larry W. Smith, Registered Professional Land Surveyor, Texas Registration No. 4279, do hereby certify that the foregoing description was prepared from a survey made on the ground under my supervision on the dates shown.

 12/21/05

RODS Surveying, Inc. 6810 Lee Rd. Spring, Texas 77379 - Ph: 1-888-456-RODS





Notes:

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 0.99996.
2. A metes and bounds description of even date accompanies this plat.

PARENT TRACT INSET
 PARCEL NO. 9
 N.T.S.



I do hereby certify that the plat shown hereon conforms to the current General Rules of Procedures and Practices as promulgated by the Texas Board of Professional Land Surveyors.

Larry W. Smith
 Larry W. Smith, R.P.L.S. #4279

EXISTING	TAKING	REMAINING
516.04 AC. (Calculated)	4.793 AC.	261.089 AC. LT
	208,769 Sq. Ft.	250,158 AC. LT

RIGHT OF WAY SKETCH
 SHOWING PROPERTY OF
 PARCEL 9

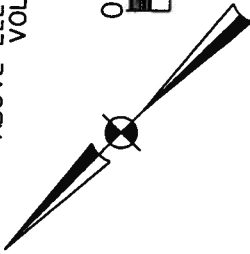
WEST RAIL BYPASS CAMERON COUNTY
 RODS SURVEYING, INC. APRIL, 2005

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT

SURVEY A-2

PARCEL 5

CAMERON COUNTY DRAINAGE DISTRICT
STORM WATER TRANSPORTATION
& DRAINAGE DITCH RIGHT OF WAY
ABOVE ELEVATION 28.6 MSL (1929 DATUM)
VOL. 5308, PG. 155 O.R.C.C.
DECEMBER 15, 1998



PARCEL 2

CAMERON COUNTY DRAINAGE DISTRICT
STORM WATER TRANSPORTATION
& DRAINAGE DITCH RIGHT OF WAY
ABOVE ELEVATION 28.6 MSL (1929 DATUM)
VOL. 5308, PG. 143 O.R.C.C.
DECEMBER 15, 1998

CAMERON COUNTY DRAINAGE DISTRICT
DRAINAGE DITCH

GRANTEE: R.E.C.L. LIMITED PARTNERSHIP
GRANTOR: KINCANNON FARMS, A TEXAS
GENERAL PARTNERSHIP
CALLED 516.04 ACRES
VOL. 8776, PG. 288 O.R.C.C.
FEBRUARY 20, 2003

S 43° 58'13" E

N 44° 50'52" E
100.02'

S 43° 58'13" E

385+00

(100' R.O.W.)

N 43° 58'13" W

PROPOSED WEST RAIL BYPASS
WEST RAIL PROPOSED BASELINE

9 4.793 ACRES

390+00

N 43° 58'13" W

577.16'

STA. 387+03.42
50.00' RT.

GRANTEE: R.E.C.L. LIMITED PARTNERSHIP
GRANTOR: KINCANNON FARMS, A TEXAS
GENERAL PARTNERSHIP
CALLED 516.04 ACRES
VOL. 8776, PG. 288 O.R.C.C.
FEBRUARY 20, 2003

GRANTEE: MCAR DEVELOPMENT, LTD.
GRANTOR: MILTON E. WENTZ ET AL
REMAINDER OF CALLED 568.836 ACRES
VOL. 9773, PG. 310 O.R.C.C.
JANUARY 12, 2004

MATCH LINE STA. 391+00

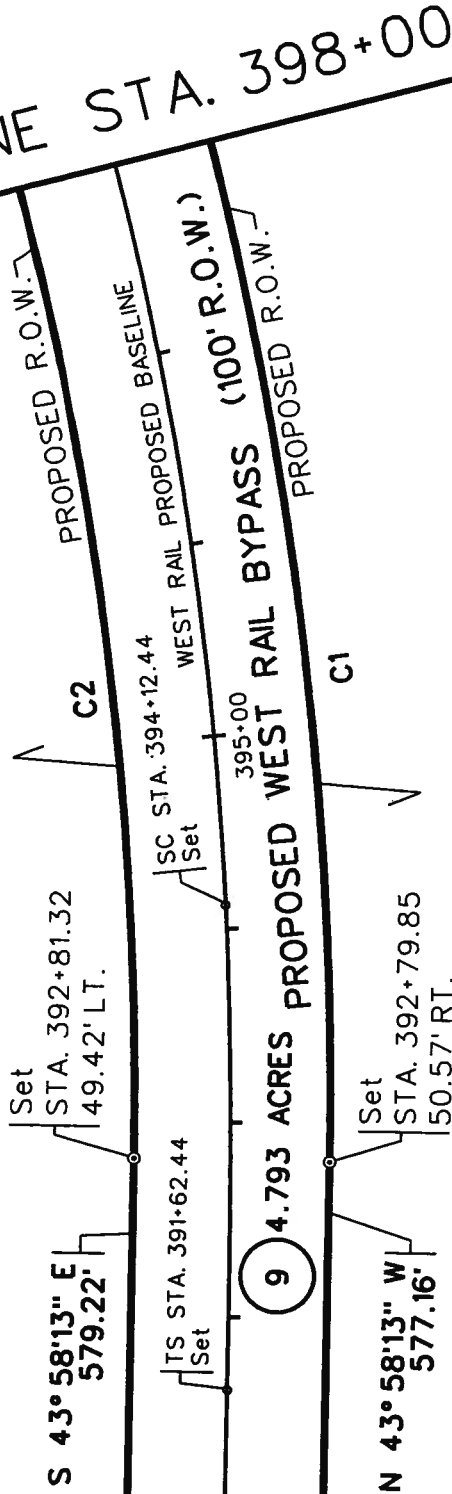
JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT

SURVEY A-2

(CHORD DEFINITION)
BASELINE SPIRAL CURVE DATA
 P.I. STA. = 402+24.02
 X = 1,298.343.68
 Y = 16,523.542.59
 $\Delta = 53^\circ 32'22''$ LT.
 R = 1,910.08'
 CHB = S $70^\circ 44'24''$ E
 CHL = 1,493.90'
 Ls = 250.00'

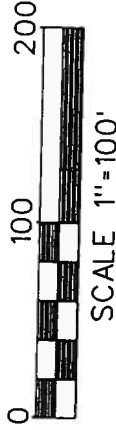
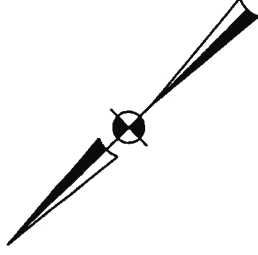
GRANTEE: R.E.C.L. LIMITED
 GRANTOR: KINCANNON FARMS
 CALLED 516.04 ACRES
 VOL. 8776, PG. 288 O.R.C.C.
 FEBRUARY 20, 2003

C-2
CURVE DATA
 R = 1,875.00'
 $\Delta = 45^\circ 04'48''$
 L = 1,475.24'
 CHB = S $66^\circ 30'37''$ E
 CHL = 1,437.48'



GRANTEE: R.E.C.L. LIMITED
 GRANTOR: KINCANNON FARMS
 CALLED 516.04 ACRES
 VOL. 8776, PG. 288 O.R.C.C.
 FEBRUARY 20, 2003

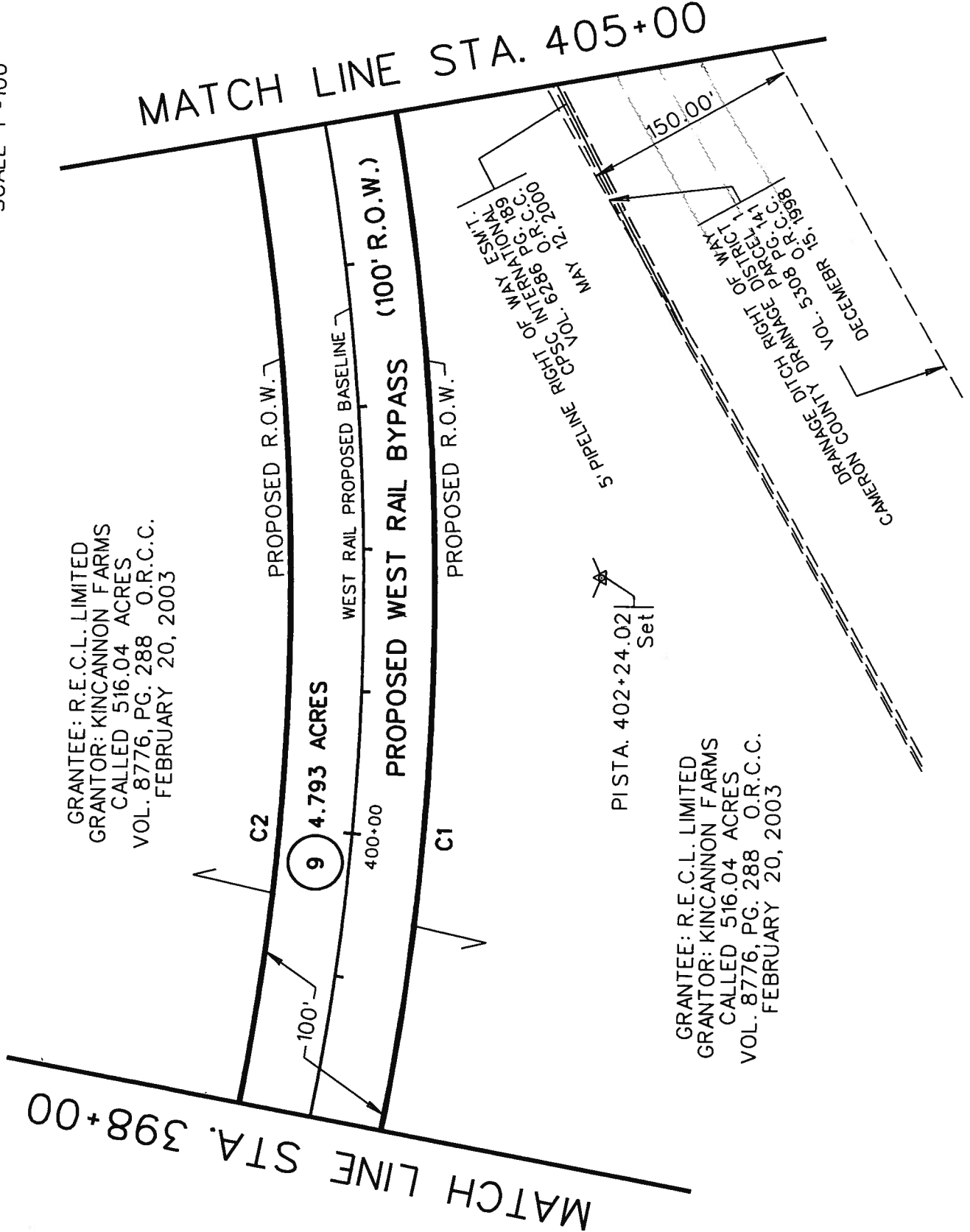
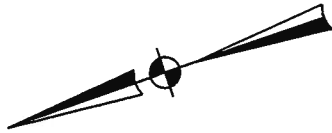
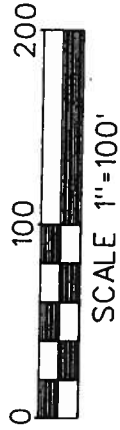
C-1
CURVE DATA
 R = 1,975.00'
 $\Delta = 44^\circ 47'05''$
 L = 1,543.74'
 CHB = N $66^\circ 21'45''$ W
 CHL = 1,504.74'



MATCH LINE STA. 391+00

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT

SURVEY A-2



JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT

SURVEY A-2

N 83° 34' 09" W
7.67'
Set
(N.W. COR. - BLOCK 4)
P.O.C. PARCEL 9
Fnd. 1/2" I.R.
in Concrete

OLMITO GARDENS, TRACT NO. 3
VOL. 8, PG. 17, M.R.C.C.
APRIL 28, 1928
BLOCK 4

GRANTEE: R.E.C.L. LIMITED
GRANTOR: KINCANNON FARMS
CALLED 516.04 ACRES
VOL. 8776, PG. 288 O.R.C.C.
FEBRUARY 20, 2003

GRANTEE: JOHN MAYERS & FAUSTINO GARZA
GRANTOR: JOSEPH W. HENRY
CALLED 14.24 AC.
VOL. 6135, PG. 246 O.R.C.C.
FEBRUARY 23, 2000

P.O.B. PARCEL 9
Set
WR STA. 407+95.02
49.49' LT.
X-1,299,002.17
Y-16,523,641.38

9
S 06° 45' 51" W
4.793 ACRES 100.49'

Set
WR STA. 407+84.85
50.49' RT.
PROPOSED R.O.W.

MATCH LINE STA. 405+00

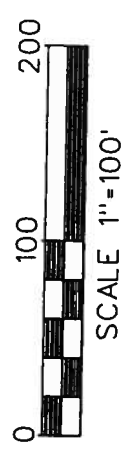
PROPOSED WEST RAIL BYPASS
WEST RAIL PROPOSED BASELINE
410+00

CS-WR
STA. 409+47.13

PROPOSED ROADWAY R.O.W.
N 82° 30' 29" E 1,054.01'

PROPOSED ROAD (R.O.W. VARIES)
PC STA. 36+74.60
PISTA. 37+29.81
35+00
S 80° 17' 49" W 715.88'
PROPOSED ROADWAY R.O.W.

PROPOSED ROAD BASELINE
31+00



**VI. CONSIDERATION AND APPROVAL OF LETTER OF
ENGAGEMENT WITH VINSON & ELKINS**

Vinson&Elkins

W. Glenn Opel gopel@velaw.com
Tel 512.542.8498 Fax 512.236.3312

January 20, 2010

Cameron County Regional Mobility Authority
Attention: Mr. Pete Sepulveda, RMA Coordinator
1100 E. Monroe Street, Suite 256
Brownsville, Texas 78521

Re: Representation of the Cameron County Regional Mobility Authority

Dear Mr. Sepulveda:

We appreciate being selected to represent the Cameron County Regional Mobility Authority (the "CCRMA"), as bond counsel in connection with its issuance of revenue bonds, notes and other obligations (collectively, the "Securities") for the purpose of financing the construction, operation and maintenance of transportation projects in Cameron County and possibly surrounding areas. Our experience has been that it is mutually beneficial to set forth, at the outset of our representation, the role and responsibilities of both our law firm and the client. That is the purpose of both this letter and the separate Standard Terms of Engagement for Legal Services that is enclosed with this letter.

Client

The client for this engagement is the Cameron County Regional Mobility Authority. This engagement does not create an attorney-client relationship with any related persons or entities, such as parents, subsidiaries, affiliates, employees, officers, directors, shareholders, or partners.

Scope of Engagement

As your bond counsel, we will perform the services identified in Addendum A and any additional matters that are made part of the engagement by written supplement to this letter.

We recognize that we shall be disqualified from representing any other client (i) in any matter which is substantially related to our representation of you and (ii) with respect to any matter where there is a reasonable probability that confidential information you furnished to us could be used to your disadvantage. You understand and agree that, with those exceptions, we are free to represent other clients, including, subject to your written consent,

Vinson & Elkins LLP Attorneys at Law
Abu Dhabi Austin Beijing Dallas Dubai Hong Kong Houston
London Moscow New York Palo Alto Shanghai Tokyo Washington

2801 Via Fortuna, Suite 100
Austin, TX 78746-7568
Tel +1.512.542.8400 Fax +1.512.542.8612 www.velaw.com

clients whose interests may conflict with yours in litigation, business transactions, or other legal matters. You agree that our representing you in this matter will not prevent or disqualify us from representing clients adverse to you in other matters and that you consent in advance to our undertaking such adverse representations.

Our Firm represents a number of lawyers and law firms in professional liability, business, tax and other matters. This means that we may have represented, may currently represent, or in the future may represent counsel opposing your interests in a matter in which we represent you. This will not in any way affect the diligence or vigor with which we represent your interests in the matter or the matters on which you engage our Firm. If this is a concern to you, please let us know and we will check on the particular lawyers involved in your matter or matters.

Cooperation

In order to enable us to render effectively the legal services contemplated, the CCRMA agrees to use all reasonable efforts to disclose fully and accurately all known facts and keep us informed of all developments relating to this matter. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide to us. To the extent it is necessary for your representatives to attend meetings in connection with this matter, we will attempt to schedule them so that the convenience of those representatives can be served.

Fees

Our fees for services rendered under this Agreement will be based upon (i) hourly time charges, with the hourly rate being determined by the tenure and specialized knowledge of the lawyers providing the service, (ii) certain opinion fees, and (iii) certain document preparation fees. The fees to be paid to us for services performed on an hourly basis will be based upon our standard hourly rates, subject to an hourly rate cap of \$500.00 per hour (with such cap being subject to periodic adjustment but only with the prior written consent of the CCRMA and no more frequently than once annually).

Further, upon the delivery of Securities or the closing of a commercial paper transaction or other transaction in which Securities are not delivered upon the closing (including state infrastructure bank loans and pass through financing agreements), the following opinion fees will be due:

Bond Opinion Fee	An opinion fee of \$0.40 per \$1,000 in Principal Amount of Securities
Securities Opinion Fee (if applicable)	\$15,000

In the event the CCRMA requests us to have primary document production responsibility in connection with the preparation of the official statement relating to a long term bond issue, the CCRMA agrees that there will also be a \$10,000 document preparation fee, which covers maintaining the document on our word processing system and delivering a camera ready copy to the printer. Notwithstanding the foregoing, in the event that we undertake such responsibility with respect to a commercial paper memorandum, the document preparation fee will be \$5,000.

Hourly fees relating to a specific issue of Securities or specific transaction will be due and payable upon the delivery of the Securities or the closing of the transaction, as applicable. Opinion fees shall be invoiced immediately after the delivery of the opinion. Unless otherwise agreed to by CCRMA, no hourly fees and/or opinion fees associated with Securities or a related or similar transaction shall be due from the CCRMA unless Securities are delivered, the transaction closes, and funds are received by or on behalf of the Authority. Fees not related to a specific issue of Securities or specific transaction will be billed on a monthly basis provided that such work must be authorized, in advance and in writing, by the CCRMA. Upon request we will provide written estimates of the cost of work expected to be performed.

Other Charges

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as photocopying, messengers, travel expenses, long-distance telephone calls, facsimile transmissions, postage, specialized computer applications such as computerized legal research, and filing fees. The basis upon which we establish these other charges is set forth in the Standard Terms of Engagement For Legal Services attached hereto as Addendum B, provided that to the extent there is a conflict between the terms set forth in Addendum B and those contained in this letter, the terms in this letter shall prevail.

Investment Disclosures

Many of the Firm's lawyers, directly or beneficially, own interests in corporations and other entities or in real property. Although our computerized system used for checking conflicts of interest tracks all investments made in the name of the Firm, it does not contain data as to investments made individually by each of the Firm's lawyers. If you are at all concerned about these individual investments, we will be pleased to canvass our lawyers about their individual investments in any entity or entities about which you may be concerned.

Withdrawal or Termination

Our relationship is based upon mutual consent and you may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of authorized fees for legal services rendered and of other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional conduct for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and conflict of interest with another client. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we give the client written notice of our withdrawal. If we elect to withdraw for any reason, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of withdrawal.

If the foregoing, including the items set forth in the enclosed Standard Terms of Engagement for Legal Services, correctly reflects your understanding of the terms and conditions of our representation, please so indicate by executing the enclosed copy of this letter in the space provided below and return it to the undersigned.

Please contact the undersigned if you have any questions. We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,

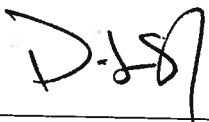
VINSON & ELKINS L.L.P.

By: _____
Barron Wallace

By: _____
W. Glenn Opel

AGREED TO AND ACCEPTED:

CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY

By:  _____
Pete Sepulveda, Executive Director

WGO:pn
Enclosure

ADDENDUM A

(A) SCOPE OF SERVICES

We are being engaged to provide bond counsel services in connection with bonds, notes and other obligations to be issued by the CCRMA (collectively, the "Securities"). Our services will include those necessary for us to render an opinion (the "Bond Opinion") to the effect that the Securities have been authorized, issued, and delivered in accordance with the Constitution and laws of the State of Texas (the "State"), constitute valid and legally binding special obligations of the CCRMA, and that, assuming that the Securities are issued on such basis, the interest on the Securities is excludable from gross income for federal income tax purposes under existing statutes, regulations, published rulings and court decisions.

We will prepare and direct the legal proceedings and perform the other necessary legal services with reference to the authorization, issuance, and delivery of such Securities, including the duties set forth in this Addendum A.

The Bond Opinion will be based on facts and law existing as of its date. In rendering the Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the CCRMA with applicable laws relating to the Securities.

Specifically, to the extent requested, our services shall include the following:

- (1) Subject to the completion of proceedings to our satisfaction, render the Bond Opinion regarding the validity and binding effect of the Securities and, if the Securities are issued on such basis, the excludability of interest on the Securities from gross income for federal income tax purposes.
- (2) Review legal issues relating to the structure of the Securities and prepare and review the documents necessary or appropriate to the authorization, issuance and delivery of the Securities. We will also coordinate the authorization and execution of such documents.
- (3) Assist the CCRMA in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Securities. We will also assist the CCRMA in reviewing and commenting upon agreements with the Texas Department of Transportation, the Federal Highway Administration and local political subdivisions relating to the financing of the projects.
- (4) Review and, where appropriate and requested, draft or provide comments on legislation.

- (5) Review privatization proposals relating to the financing of proposed transportation projects to the extent requested. Review and assist the CCRMA in the solicitation of proposals for comprehensive development agreements and, to the extent requested, participate in the negotiation of such agreements.
- (6) With reference to the authorization and issuance of the Securities, attend meetings of the Board of Directors to the extent required or requested. We will also meet with and review reports prepared by or on behalf of TxDOT as well as the CCRMA's Financial Advisors, Traffic Engineers, Consulting Engineers and other employees and consultants.
- (7) Assist the CCRMA in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Securities.
- (8) Attend information meetings with prospective Securities purchasers and meetings with bond rating agencies to the extent required or requested.
- (9) Submit the transcript of legal proceedings pertaining to the authorization and issuance of the Securities to the Attorney General of Texas for his approval.
- (10) Supervise the printing, Attorney General's approval, and Comptroller of Public Accounts' registration of the Securities, and the delivery thereof to the purchaser.
- (11) Assist the CCRMA in the establishment of securities disclosure controls and procedures to facilitate compliance with federal securities laws, rules and regulations and to mitigate potential securities liability.
- (12) Assist in the preparation of the official statement or other disclosure documents of the CCRMA, including reviewing the contents of such documents with appropriate staff and other officials, reviewing the minutes of the meetings of the CCRMA's Board of Directors, reviewing all proceedings for consistency with outstanding bond provisions and CCRMA policies and comparing such proceedings to the descriptions contained in the offering documents. Subject to the completion of the proceedings to our satisfaction, render an opinion to the CCRMA to the effect that, based upon our investigation, as outlined in the opinion, and the information furnished by representatives of the CCRMA, and with the standard caveats and limitations, no facts have come to our attention which would cause us to believe that the offering documents contained any untrue statement or omitted to state a material fact required to be stated therein or necessary to make the statement therein, in the light of the circumstances under which they were made, not misleading. This opinion will be delivered only to the CCRMA and may not be relied upon by any other person.

- (13) Advise the CCRMA with respect to the CCRMA's compliance with its undertakings under 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule").
- (14) Assist the CCRMA in the preparation of the annual filing required by the Rule.
- (15) Consult with and advise the CCRMA with respect to any event disclosure filings under the Rule.
- (16) Advise the CCRMA with respect to other matters relating to the CCRMA's compliance with the Texas and Federal securities laws which may arise.
- (17) Such other services as may be specifically requested from time to time.

ADDENDUM B

VINSON & ELKINS L.L.P.

Standard Terms of Engagement for Legal Services

This statement sets forth certain standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our client. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter, provided that to the extent these terms vary from those contained in engagement letter with CCRMA to which this is an addendum, the terms of the letter shall control. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file with the engagement letter.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter, and absent an express agreement to the contrary does not include any affiliates of such person or entity (i.e., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to the terms of engagement that we agree on at that time.

This engagement shall be subject to the Texas Disciplinary Rules of Professional Conduct.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

How Our Fees Will Be Set

Generally, our fees are based on the time spent by the lawyers and paralegal personnel who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our legal and paralegal personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work in units of quarters of an hour.

Although we may from time to time, at the client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

With your advance agreement, the fees ultimately charged may be based upon a number of factors, such as:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved and the results obtained;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;

- The experience, reputation and expertise of the lawyers performing the services;
- The extent to which office procedures and systems have produced a high-quality product efficiently.

For certain well-defined services (for example, a simple business incorporation), we will (if requested) quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

We also will, in appropriate circumstances, provide legal services on a contingent fee basis. Any contingent fee representation must be the subject of a separate and specific engagement letter.

Additional Charges

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as photocopying, messengers, travel expenses, long-distance telephone calls, facsimile transmissions, postage, overtime for secretaries and other non-legal staff, specialized computer applications such as computerized legal research, and filing fees. The current basis for these charges is set forth below. The Firm will review this schedule of charges on an annual basis and adjust them to take into account changes in the Firm's costs and other factors.

Duplicating

The Firm charges \$.15 per page.

Courier Services

The Firm charges an amount which generally represents cost including the distribution service provided by the Firm. Depending on the volume of work performed by a service provider, the Firm may receive a volume discount during a particular accounting period for which no adjustment is made on an individual client's bill.

Computer Aided Legal Research (CALR)

Third party providers of CALR services charge the Firm amounts each month based on the type, extent, and duration of the services provided. The Firm charges clients for client research only based on the computed cost to the Firm for the use of the services. This cost is monitored and revised periodically to achieve an average "at cost" rate for clients.

Telefax

The Firm charges \$1.00 per page for outgoing telefaxes, which includes all telephone costs.

Telephone

The Firm will not charge the CCRMA for local and domestic long-distance calls. International calls are charged based on the rate in effect for the country being called.

Travel-Related Expenses

Airfare, meals, and related travel expenses charged to the client represent actual, out-of-pocket cost, provided that such costs are subject to the same caps as are imposed upon employees of the CCRMA and of Cameron County.. Depending on the volume of both Firm and personal travel, the Firm may receive beneficial services, including airline tickets from its travel agent for which no adjustment is made on an individual client's account. In addition, credits earned under the Frequent Flyer Programs accrue to the individual traveler and not to the Firm.

All Other Costs

The Firm charges actual disbursements for third-party services like court reporters, expert witnesses, etc., and may recoup expenses reasonably incurred in connection with services performed in-house, such as mail services, secretarial overtime, file retrieval, etc.

Unless special arrangements are otherwise made, fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility of, and billed directly to, the client. Further, all invoices in excess of \$500 will be forwarded to the client for direct payment.

Billing Arrangements and Terms

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty days of receipt.

Advances

Clients of the firm are sometimes asked to deposit funds as an advance payment with the firm. The advance payment will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described below, and then to fees for services. The advance will be deposited in our client advance account and we will charge such other charges and our fees against the advance and credit them on our billing statements. In the event such other charges and our fees for services exceed the advance

deposited with us, we will bill you for the excess monthly or may request additional advances. Any unused portion of amounts advanced will be refundable at the conclusion of our representation.

Client Documents

We will maintain any documents you furnish to us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

**VII. CONSIDERATION AND APPROVAL OF A
RESOLUTION IN THE MATTER OF ACQUIRING LAND
IN FEE SIMPLE TITLE FOR PARCEL 7, FOR THE WEST
RAIL RELOCATION PROJECT AND FOR THE
CONSTRUCTION OF AN INTERNATIONAL RAIL
BRIDGE**

**RESOLUTION IN THE MATTER OF ACQUIRING
LAND IN FEE SIMPLE TITLE FOR THE WEST RAIL RELOCATION PROJECT AND
FOR THE CONSTRUCTION OF AN INTERNATIONAL RAIL BRIDGE**

BE IT REMEMBERED, that on the 28th day of January, 2010, there came to be heard and considered by the Cameron County Regional Mobility Authority the matter of acquiring fee simple title for the relocation of the West Rail and for the construction of the West Rail and the construction of a future transportation corridor to be called the Brownsville West Loop in Cameron County, Texas, and the Board having heard and considered the same finds as facts:

I

THAT the Cameron County Regional Mobility Authority (CCRMA) needs fee simple title for purposes specified out of: **Parcel No. 7.**

II

THAT the CCRMA has been unable to procure such fee simple title over said tract of land for the reason that the owners of said land have failed to agree with the CCRMA for the purchase and it has become necessary to condemn such fee simple title in the manner prescribed by law for taking and appropriation of private property necessary for public use.

III

THAT it will be necessary for the CCRMA to acquire such parcel in fee simple title for Cameron County.

IV

THAT the land necessary to be condemned is more particularly described as follows:

SEE ATTACHED FIELD NOTES

Upon motion by RMA Director Scaief seconded by Director Gallegos and unanimously carried, **IT IS THEREFORE ORDERED** by the Board of the Cameron County Regional Mobility Authority that the Cameron County Regional Mobility Authority is authorized to condemn such fee simple title for the public uses above stated.


David E. Alex, Chairman, CCRMA

Parcel No. 7
Owners: Mauricio Sampayo

Exhibit A

County: Cameron
Railroad: West Rail
Project Limits: From: Rio Grande River
To: US 77
ROW CSJ:

PARCEL NO. 7
PROPERTY DESCRIPTION

Being a 21.274 (926,682 square feet) acre parcel of land situated in the Jose Salvador de la Garza Survey, Abstract Number 2, Espiritu Santo Grant, Cameron County, Texas, and being out of and a part of a residue of an 852.53 acre tract, conveyed to Mauricio Sampayo, by partition deed dated November 18, 1997 as recorded in Volume 4628 at Page 29 of the Official Records of Cameron County (O.R.C.C.), Texas, said 21.274 acre parcel of land is more particularly described by metes and bounds as follows; All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 0.999996;

COMMENCING at a 5/8 inch iron rod with aluminum cap found for the southwest corner of a called 200.00 acre tract conveyed to United States of America from Fernando Garcia Hinojosa, et al, by deed dated June 27, 1986 and recorded in Volume 66 at Page 399 O.R.C.C. and being in the easterly line of a called 216.04 acre tract conveyed to Andrea de los Santos de Vera by Certified Copy of Judgment dated May 29, 1924 and recorded in Volume 124 at Page 563 D.R.C.C.;

North 07 deg. 08 min. 51 sec. East, with the westerly line of said 200.00 acre tract and the common easterly line of the remainder of said 216.04 acre tract, a distance of 1520.09 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed south right of way line of West Rail Bypass (width varies), for the southwest corner of a called 217.51 acre tract, conveyed to Fernando Tomas Garcia Guajardo by partition deed dated November 5, 1997 as recorded in Volume 4628 at Page 29 O.R.C.C. and for the northwest corner of said 200.00 acre tract;

South 82 deg. 53 min. 04 sec. East, with the proposed south right of way line of said Rail Bypass, the south line of said 217.51 acre tract and with the common north line of said 200.00 acre tract, a distance of 1,682.97 feet to a 5/8 inch iron rod with RODS Surveying cap set for the southwest corner and POINT OF BEGINNING of this parcel, for the southeast corner of said 217.51 acre tract and for the southwest corner of the residue of said 852.53 acre tract, having a State Plane Coordinate surface value of X = 1,291,027.25 and Y = 16,526,422.03 and being located 179.42 feet right of and at a right angle to the proposed West Rail Bypass baseline station 319+27.36;

Exhibit A

1. THENCE North 07 deg. 09 min. 54 sec. East, with the west line of the residue of said 852.53 acre tract and the common east line of said 217.51 acre tract, a distance of 229.63 feet to a 5/8 inch iron rod with RODS Surveying cap set in the proposed north right of way line of said West Rail Bypass, for the northwest corner of the herein described parcel;
2. THENCE South 82 deg. 51 min. 44 sec. East, with the proposed north right-of-way line of said West Rail Bypass, at a distance of 1,139.10 feet pass the west right-of-way line of Carmen Avenue (120 foot R.O.W.), as recorded in Volume 1, Page 127-B, dated June 22, 1976 in the Map Records of Cameron County, Texas, at distance of 1,259.10 feet pass the east right-of-way line of said Carmen Avenue, continuing for a total distance of 4,049.28 feet to a 5/8 inch iron rod with RODS Surveying cap set in the east line of residue of said 852.53 acre tract and in the west line of the remainder of a 568.836 acre tract conveyed to Mcar Development, LTD from Milton E. Wentz, et al by deed dated January 12, 2004 and recorded in Volume 9773 at Page 310 O.R.C.C., for the northeast corner of the herein described parcel;
3. THENCE South 07 deg. 06 min. 21 sec. West, with east line of the residue of said 852.53 acre tract and the common west line of the remainder of said 568.836 acre tract, at a distance of 100.00 feet pass a 5/8 inch iron rod with RODS Surveying cap set in the proposed south right of way line of said West Rail Bypass for an angle point in said proposed south right of way, continuing with said common line and said proposed southerly right of way line for a total distance of 228.06 feet to an iron rod with Aluminum Disk found for the northeast corner of said 200.00 acre tract, the southeast corner of the residue of said 852.53 acre tract and for the southeast corner of the herein described parcel;
4. THENCE North 82 deg. 53 min. 04 sec. West, with the south proposed right-of-way line of said West Rail Bypass, the south line of the residue of said 852.53 acre tract and the north line of said 200.00 acre tract, at a distance of 2790.21 feet pass the east right-of-way line of said Carmen Avenue, at a distance of 2,910.21 feet pass the west right-of-way line of said Carmen Avenue, continuing for a total distance of 4,049.51 feet to the POINT OF BEGINNING and containing within said boundaries 21.274 acres of land.

SURVEYED: October through December, 2004.

NOTES:

1. A parcel plat of even date was prepared in conjunction with this property description.

Exhibit A

I, Larry W. Smith, Registered Professional Land Surveyor, Texas Registration No. 4279, do hereby certify that the foregoing description was prepared from a survey made on the ground under my supervision on the dates shown.

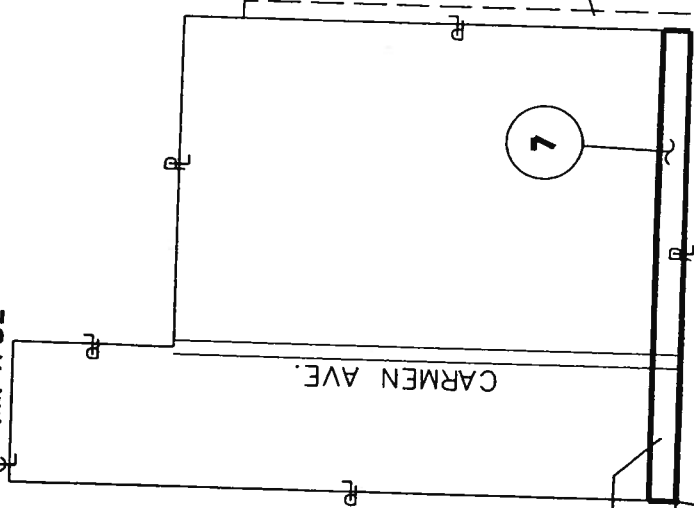
Larry W. Smith 11.30.2005

RODS Surveying, Inc. 6810 Lee Rd. Spring, Texas 77379 - Ph: 1-888-456-RODS



CAMERON COUNTY DRAINAGE DISTRICT
DRAINAGE DITCH R.O.W.

Q F.M. 1732



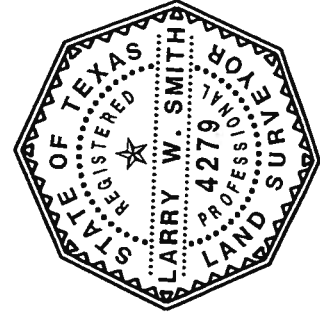
PROPOSED WEST RAIL BYPASS

P.O.B.

PARENT TRACT INSET
PARCEL NO. 7

N.T.S.

P.O.C.



I do hereby certify that the plat shown hereon conforms to the current General Rules of Procedures and Practices as promulgated by the Texas Board of Professional Land Surveyors.

Larry W. Smith
Larry W. Smith, R.P.L.S. #4279

Notes:

1. All bearings and coordinates are based on the Texas State Plane Coordinate System, South Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 0.99996.

2. A metes and bounds description of even date accompanies this plat.

EXISTING	TAKING	REMAINING
434.59 AC. (Calculated)	21.274 AC.	413.315 AC. LT
	926,682 Sq. Ft.	

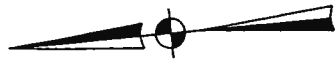
RIGHT OF WAY SKETCH

SHOWING PROPERTY OF

PARCEL 7

WEST RAIL BYPASS CAMERON COUNTY
RODS SURVEYING, INC. APRIL, 2005
CCSJ: RSC 11

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT SURVEY A-2



FERNANDO T.
GARCIA GUAJARDO
CALLED 217.51 ACRES
PARTITION DEED
VOL. 4628, PG. 29
O.R.C.C.
NOVEMBER 5, 1997

MAURICIO SAMPAYO
RESIDUE OF 852.53 ACRES
PARTITION DEED
VOL. 4628, PG. 29
O.R.C.C.
NOVEMBER 5, 1997

Set
STA. 319+27.48
50.21' LT.

S 82° 51' 44" E

S 82° 51' 44" E 4,049.28'

PROPOSED R.O.W.

S 82° 51' 54" E

1,139.10'

WEST RAIL PROPOSED BASELINE

320+00

PROPOSED WEST RAIL BYPASS (R.O.W. Varies)

7

21.274 ACRES

30' PIPELINE RIGHT-OF-WAY
& EASEMENT AGREEMENT
PMI SERVICES NORTH AMERICA, INC.
VOL. 8443, PG. 134 O.R.C.C.
SEPTEMBER 4, 2002

S 82° 53' 04" E

1,682.97'

N 82° 53' 04" W

4,049.51'

PROPOSED R.O.W.

P.O.B.-PARCEL 7
Set

X= 1,291,027.246
Y= 16,526,422.03

STA. 319+27.36, 179.42' RT.
(Fnd. 1/2" I.R. Brs.)

N 07° 09' 54" E, 0.95'

GRANTEE: UNITED STATES OF AMERICA
GRANTOR: FERNANDO GARCIA HINOJOSA, ET AL
SAVE AND EXCEPT
CALLED 200.00 ACRES
VOL. 66, PG. 399 O.R.C.C.
JUNE 27, 1986

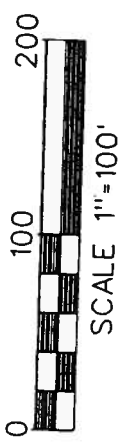
P.O.C. PARCEL 7
Fnd. I.R. w/ Alum. Cap

Set
N 07° 08' 51" E
1,520.09'

MATCH LINE STA. 325+00

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT

SURVEY A-2



MAURICIO SAMPAYO
RESIDUE OF 852.53 ACRES
PARTITION DEED
VOL. 4628, PG. 29 O.R.C.C.
NOVEMBER 5, 1997

CARMEN AVE. R.O.W. DEDICATION
VOL. 1, PG. 127-B M.R.C.C.
JUNE 22, 1976

MATCH LINE STA. 325+00

MATCH LINE STA. 333+00

PROPOSED R.O.W. S 82° 51' 44" E

WEST RAIL PROPOSED BASELINE

PROPOSED WEST RAIL BYPASS
(R.O.W. Varies)

21.274 ACRES

30' PIPELINE RIGHT-OF-WAY
& EASEMENT AGREEMENT
PMI SERVICES NORTH AMERICA, INC.
VOL. 8443, PG. 134 O.R.C.C.
SEPTEMBER 4, 2002

PROPOSED R.O.W. N 82° 53' 04" W

GRANTEE: UNITED STATES OF AMERICA
GRANTOR: FERNANDO GARCIA HINOJOSA, ET AL
SAVE AND EXCEPT
CALLED 200.00 ACRES
VOL. 66, PG. 399 O.R.C.C.
JUNE 27, 1986

1,139.10' 330+00

1,139.30'

4,049.28'

4,049.51'

120.00' 2,790.18'

120.00' 2,790.21'

CARMEN AVE. (120' R.O.W.)

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT SURVEY A-2



MATCH LINE STA. 333+00

MAURICIO SAMPAYO
RESIDUE OF 852.53 ACRES
PARTITION DEED
VOL. 4628, PG. 29 O.R.C.C.
NOVEMBER 5, 1997

PROPOSED R.O.W. S 82° 51' 44" E 4,049.28'

2,790.18'

S 82° 51' 54" E

335+00

WEST RAIL PROPOSED BASELINE

340+00

PROPOSED WEST RAIL BYPASS
(R.O.W. Varies)

7 21.274 ACRES

30' PIPELINE RIGHT-OF-WAY
& EASEMENT AGREEMENT
PMI SERVICES NORTH AMERICA, INC.
VOL. 9972, PG. 310 O.R.C.C.
FEBRUARY 27, 2004

600' MK
40' TOTAL

2,790.21'

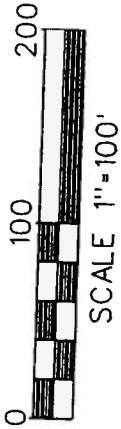
PROPOSED R.O.W. N 82° 53' 04" W 4,049.51'

5/4" FENCE

MATCH LINE STA. 341+00

GRANTEE: UNITED STATES OF AMERICA
GRANTOR: FERNANDO GARCIA HINOJOSA, ET AL
SAVE AND EXCEPT
CALLED 200.00 ACRES
VOL. 66, PG. 399 O.R.C.C.
JUNE 27, 1986

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT SURVEY A-2



MAURICIO SAMPAYO
RESIDUE OF 852.53 ACRES
PARTITION DEED
VOL. 4628, PG. 29
O.R.C.C.
NOVEMBER 5, 1997

MATCH LINE STA. 341+00

PROPOSED R.O.W.

S 82° 51' 44" E

4,049.28'

WEST RAIL PROPOSED BASELINE

2,790.18'

S 82° 51' 54" E

345.00'

PROPOSED WEST RAIL BYPASS
(R.O.W. Varies)

7

21.274 ACRES

30' PIPELINE RIGHT-OF-WAY
& EASEMENT AGREEMENT
PMI SERVICES NORTH AMERICA, INC.
VOL. 9972, PG. 310 O.R.C.C.
FEBRUARY 27, 2004

PROPOSED R.O.W.

N 82° 53' 04" W

2,790.21'

4,049.51'

GRANTEE: UNITED STATES OF AMERICA
GRANTOR: FERNANDO GARCIA HINOJOSA, ET AL
SAVE AND EXCEPT
CALLED 200.00 ACRES
VOL. 66, PG. 399 O.R.C.C.
JUNE 27, 1986

MATCH LINE STA. 349+00

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT SURVEY A-2



MAURICIO SAMPAYO
RESIDUE OF 852.53 ACRES
PARTITION DEED
VOL. 4628, PG. 29
O.R.C.C.
NOVEMBER 5, 1997

MATCH LINE STA. 349+00

PROPOSED R.O.W. S 82° 51' 44" E 4,049.28'

WEST RAIL PROPOSED BASELINE

350+00

2,790.18'

S 82° 51' 54" E

355+00

PROPOSED WEST RAIL BYPASS
(R.O.W. Varies)

30' PIPELINE RIGHT-OF-WAY
& EASEMENT AGREEMENT
PMI SERVICES NORTH AMERICA, INC.
VOL. 9972, PG. 310 O.R.C.C.
FEBRUARY 27, 2004

7 21.274 ACRES

PROPOSED R.O.W. N 82° 53' 04" W 4,049.51'

2,790.21'

MATCH LINE STA. 357+00

GRANTEE: UNITED STATES OF AMERICA
GRANTOR: FERNANDO GARCIA HINOJOSA, ET AL
SAVE AND EXCEPT
CALLED 200.00 ACRES
VOL. 66, PG. 399 O.R.C.C.
JUNE 27, 1986

JOSE SALVADOR DE LA GARZA ESPIRITU SANTO GRANT

SURVEY A-2



PARCEL 9
150' WIDE
CAMERON COUNTY DRAINAGE DISTRICT
STORM WATER TRANSPORTATION
& DRAINAGE DITCH RIGHT OF WAY
VOL. 5308, PG. 160 O.R.C.C.
DECEMBER 15, 1998

MAURICIO SAMPAYO
RESIDUE OF 852.53 ACRES
PARTITION DEED
VOL. 4628, PG. 29
O.R.C.C.
NOVEMBER 5, 1997

GRANTEE: MCAR DEVELOPMENT, LTD.
GRANTOR: MILTON E. WENTZ, ET AL
REMAINDER OF 568.836 ACRES
VOL. 9773, PG. 310 O.R.C.C.
JANUARY 12, 2004

Set
STA. 359+76.75
PROPOSED R.O.W. 50.00' LT.
S 82° 51' 44" E 4,049.28'

2,790.18'

WEST RAIL PROPOSED BASELINE

S 82° 51' 54" E

Set
STA. 359+76.80
49.99' RT.

7 (R.O.W. Varies)

21.274 ACRES

N 82° 53' 04" W 4,049.51'
PROPOSED R.O.W.

GRANTEE: UNITED STATES
OF AMERICA
GRANTOR: FERNANDO GARCIA
HINOJOSA, ET AL
SAVE AND EXCEPT
CALLED 200.00 ACRES
VOL. 66, PG. 399 O.R.C.C.
JUNE 27, 1986

PROPOSED WEST RAIL BYPASS

TS STA. 360+14.27
(100' R.O.W.)

S 82° 51' 44" E
154.19'

N 82° 51' 44" W
154.13'

STA. 359+76.87
178.06' RT.
Found Iron Rod
w/ Aluminum Disk

20' PIPELINE RIGHT-OF-WAY
& EASEMENT AGREEMENT
PMI SERVICES NORTH AMERICA, INC.
VOL. 8443, PG. 145
O.R.C.C.
OCTOBER 14, 2002

MATCH LINE STA. 357+00