



Control Number: 46205



Item Number: 20

Addendum StartPage: 0

**PUBLIC UTILITY COMMISSION OF TEXAS**

RECEIVED.

**DOCKET No. 46205**

**2017 MAY 11 AM 10:09**

PUBLIC UTILITY COMMISSION  
FILING CLERK

**STATE OF TEXAS**

§  
§

**COUNTY OF CAMERON**

§

**AFFIDAVIT OF CLOSING**

I, Kathleen B. de Diener, certify that I am the Administrator of the State of Simon Frias (hereinafter called "Estate"), and that the Estate that has sold and conveyed real property improvements (the "Transferred Property"), rights and interests to the Olmito Water Supply Corporation (hereinafter called the "Corporation") and related to the following property (See Exhibit "A" attached).

- 1) Waste Water Collection System (the "System") located within the public right of way of the Replat of Saint Francis of Assisi Subdivision, recorded in Cabinet 1, Slot 895-B, Map Records of Cameron County, Texas;
- 2) The Lift Station and Force Main and related appurtenances located inside a 0.111-acre tract of land comprised of 2,808.31 square feet out of the Reserve, Block 3 and 2017.24 square feet out of Lot 16, Block 3, both out of the Replat of Saint Francis of Assisi Subdivision, recorded in Cabinet 1, Slot 895-B Map Records of Cameron County, Texas;
- 3) the 6" Forcemain within the 0.295-acre easement recorded in Volume 13702, Page 8, Official Records of Cameron County, Texas.

Further, the Estate established an Easement in favor of the Corporation to provide waste water utility services to the Saint Francis of Assisi Subdivision (See Exhibit "B" attached). The transfer of real property improvements and establishment of the Easement were conducted at a closing on March 20, 2017. The Estate and the Corporation proceeded to prepare for closing after the Public Utility Commission (hereinafter called the "Commission") approved the transfer and allowed the transaction to proceed in an order (Order No.4 Approving Sale and Transfer

20

Transaction to Proceed) executed and signed by the Commission on November 14, 2016.

There were no customer deposits to be transferred by the Estate or returned to the Estate because the Corporation has already been providing services to the Subdivision and is already handling all administrative and operational matters; therefore, there were no pending transactions (including deposits) at closing.

Kathleen B. de Diener

Affiant

By: Kathleen B. de Diener, Administrator of  
the Estate of Simone Frias (Deceased)

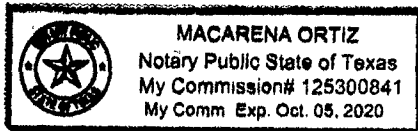
SWORN AND SUBSCRIBED TO under oath by Kathleen B. de Diener, Administrator of the  
Estate of Simone Frias (Deceased), and acting on behalf of the Estate of Simone Frias

(Transferor) before the undersigned notary public in witness of which I place my hand and seal

on this 5<sup>th</sup> day of May, 2017.

Macarena Ortiz

SEAL



Print name: MACARENA ORTIZ

Notary Public for the State of Texas

Commission expires 10/05/2020

Exhibit "A"  
Cameron County  
Sylvia Garza-Perez  
County Clerk  
Brownsville, TX 78520



70 2017 00011722

Instrument Number: 2017-00011722

As

Recorded On: March 27, 2017

Real Property

Billable Pages: 4

Number of Pages: 5

Comment:

( Parties listed above are for Clerks reference only )

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

Real Property	48.00
Total Recording:	48.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2017-00011722

Receipt Number: 812604

Recorded Date/Time: March 27, 2017 04:50:19P

Book-Vol/Pg: BK-OR VL-22474 , PG-40

User / Station: C Rodriguez - Cash Station # 5

Record and Return To:

MACARENA ORTIZ

3805 PLANTATION GROVE BLVD STE 9

MISSION TX 78572

I hereby certify that this instrument was filed on the date and time stamped hereon and  
was duly recorded in the Official Public Records in Cameron County, Texas:



Sylvia Garza-Perez  
Cameron County Clerk

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

**Bill of Sale**

**Date:** March 20, 2017

**TRANSFEROR:** KATHLEEN B. DE DIENER, ADMINISTRATOR OF THE ESTATE OF SIMONE FRIAS, deceased

**TRANSFEROR's Mailing Address:**

KATHLEEN B. DE DIENER, ADMINISTRATOR OF THE ESTATE OF  
SIMONE FRIAS (Deceased)  
Circuito El Mirador 9  
La Calera  
Puebla, México 72520

**TRANSFeree:** OLMITO WATER SUPPLY CORPORATION, a Texas corporation

**TRANSFeree's Mailing Address:**

OLMITO WATER SUPPLY CORPORATION  
101 Clara Bennet Drive  
P.O. Box 36  
Olmito, Texas 78575

**Consideration:**

"TEN AND NO/100 DOLLARS and other good and valuable consideration.

**Transferred Properties:**

Real property improvements (the "Transferred Property") and related rights and interest as follows:

- 1) Waste Water Collection System (the "System") located within the public right of way of the Replat of Saint Francis of Assisi Subdivision, recorded in Cabinet 1, Slot 895-B, Map Records of Cameron County, Texas;
- 2) The Lift Station and Force Main and related appurtenances located inside a 0.111 acre-tract of land comprised of 2,808.31 square feet out of the Reserve, Block 3 and 2017.24 square feet out of Lot 16, Block 3, both out of the Replat of Saint Francis of Assisi

Subdivision, recorded in Cabinet 1, Slot 895-B Map Records of Cameron County, Texas;

3) the 6" Forcemain within the 0.295-acre easement recorded in Volume 13702, Page 8, Official Records of Cameron County, Texas.

**Reservations from Transfer:**

None.

**Exceptions to Transfer and Warranty:**

None.

TRANSFEROR, for the Consideration stated above, sells, transfers, and delivers the Transferred Properties to TRANSFEREE, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to TRANSFEREE and TRANSFEREE's successors, and assigns forever. TRANSFEROR binds TRANSFEROR and TRANSFEROR's heirs and successors to warrant and forever defend all and singular the Transferred Properties to TRANSFEREE and TRANSFEREE's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under TRANSFEROR but not otherwise.

As a material part of the Consideration for this sale, TRANSFEROR and TRANSFEREE agree that TRANSFEREE is taking the Transferred Properties "AS IS" and that there are no representations, disclosures, or express or implied warranties except those that may be contained in the Transfer and Conveyance Agreement and this Bill of Sale. TRANSFEREE has not relied on any information other than TRANSFEREE's inspection and the representations and warranties that may be expressly contained in the Transfer and Conveyance Agreement and this Bill of Sale.

When the context requires, singular nouns and pronouns include the plural.

**TRANSFEROR:**

KATHLEEN B. DE DIENER,  
ADMINISTRATOR OF THE ESTATE OF SIMONE FRIAS

BY: Kathleen B. de Diener  
Kathleen B. De Diener

Date: 3/20/2017

**TRANSFeree:**

OLMITO WATER SUPPLY CORPORATION

BY: Pedro Rodriguez

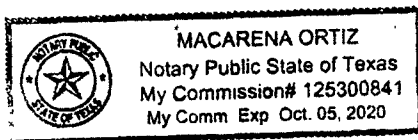
Pedro Rodríguez,  
President of the Board of Directors

Date: 03/20/2017

STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on 20th of March, 2017, by KATHLEEN B. DE DIENER, as ADMINISTRATOR OF THE ESTATE OF SIMONE FRIAS, deceased.

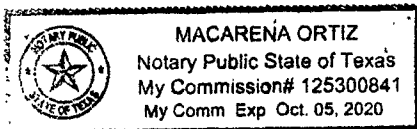


Macarena Ortiz  
Notary Public, State of Texas  
My commission expires: October 5, 2020

STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on 20th of March, 2017, by PEDRO RODRIGUEZ, as the President of the Board of Directors of OLMITO WATER SUPPLY CORPORATION, a Texas corporation, on behalf of said corporation.



Macarena Ortiz  
Notary Public, State of Texas  
My commission expires: October 05, 2020

PREPARED IN THE OFFICE OF:

ORTIZCOTROLAW PLLC,  
MACARENA ORTIZ,  
Attorney at Law

3805 Plantation Grove Blvd Ste 9 & 10  
MISSION, TX 78572  
Tel: (956) 585-1017 ext. 2009  
Fax: (956) 519-3537  
macarena.ortiz@ortizcotrolaw.com

AFTER RECORDING RETURN TO:

ORTIZCOTROLAW PLLC,  
MACARENA ORTIZ,  
Attorney at Law  
3805 Plantation Grove Blvd Ste 9 & 10  
MISSION, TX 78572  
Tel: (956) 585-1017 ext. 2009  
Fax: (956) 519-3537  
macarena.ortiz@ortizcotrolaw.com

Doc. BE Vol Pg  
00011722 OR 22474 44

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Mar 27, 2017 at 04:50P

Document Number: 00011722

By  
Claudio Rodriguez  
Salvio Garza-Perez, County Clerk  
Cameron County



Exhibit 'B'

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



70 2017 00011721

Instrument Number: 2017-00011721

As

Recorded On: March 27, 2017

Real Property

Billable Pages: 8

Number of Pages: 10

Comment:

( Parties listed above are for Clerks reference only )

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

Real Property	64.00
Total Recording:	64.00

\*\*\*\*\* DO NOT REMOVE: THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law

**File Information:**

Document Number: 2017-00011721

Receipt Number: 812604

Recorded Date/Time: March 27, 2017 04:50:19P

Book-Vol/Pg: BK-OR VL-22474 PG-30

User / Station: C Rodriguez - Cash Station # 5

**Record and Return To:**

MACARENA ORTIZ

3805 PLANTATION GROVE BLVD STE 9

MISSION TX 78572

I hereby certify that this instrument was filed on the date and time stamped hereon and  
was duly recorded in the Official Public Records in Cameron County, Texas.



Sylvia Garza-Perez  
Cameron County Clerk

**Notice of confidentiality rights:** If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

### **Easement Agreement for Waste Water Utilities**

**Date:** March 20, 2017

**Grantor:** KATHLEEN B. de DIENER, Administrator of the Estate of Simon Frias (deceased)

**Grantor's Mailing Address:**

KATHLEEN B. de DIENER  
CIRCUITO EL MIRADOR 9  
LA CALDERA  
PUEBLA, MX-PUE 72520

**Grantee:** OLMITO WATER SUPPLY CORPORATION, a Texas Corporation.

**Grantee's Mailing Address:**

OLMITO WATER SUPPLY CORPORATION  
101 Clara Bennet Drive  
P.O. Box 36  
Olmito, Texas 78575

**Servient Estate Property:** A 36.42 acre-tract of land out of Block 22, "Parker Tract", (Cameron County Map Records Vol 4, Pg. 40), Share 15, Espiritu Santo Grant, Cameron County, Texas, according to the Replat of Saint Francis of Assisi Subdivision, being the addition of Lots to Saint Francis of Assisi Subdivision (Cameron County Map Records, Cabinet 1, Slot 474-B) and Saint Francis of Assisi Estates (Cameron County Map Records, cabinet 1, slot 678-B), and filed for record on December 18, 1989, in the Office of the County Clerk of Cameron County, Texas, in Cabinet 1, slot 895 of the Map Records of said county.

**Easement Property:** A fifteen-foot (15') easement located in a 0.111 acre-tract of land comprised of 2,808.31 Square feet out of the Reserve, Block 3 and 2017.24 Square feet out of Lot 16, Block 3, both out of the Replat of Saint Francis of Assisi Subdivision, recorded in Cabinet 1, Slot 895-B Map Records of Cameron County, Texas. Said 4825.55 Square

Feet (0.11 acre-tract of land being depicted on a drawing attached hereto as Exhibit "A" and being more particularly described separately and by metes and bounds in Exhibit "B" attached hereto.

**Easement Purpose and Duration:** The easement, rights, and privileges granted shall be for the operation, maintenance, replacement, repair, upgrade, and removal of Waste Water Collection System (the "System"), the 6" force main and lift station used to provide waste water utility services to the Servient Estate Property, and for so long as such property is used for the public purposes herein stated. In the event such property shall cease to be used for such purposes, this easement shall terminate and title to such property shall revert to Grantor, her heirs, personal representatives or assigns.

**Consideration:** Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

**Reservations from Conveyance:** None.

**Exceptions to Warranty:** The easement, rights, and privileges granted herein are non-exclusive. Grantors further covenant that they possess good and defensible title to the above described property and have legal authority to grant this easement.

**Grant of Easement:** Grantor, for the Consideration and subject to the Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors, and assigns. Grantor binds Grantor and Grantor's successors, and assigns to warrant and defend the title to the Easement in Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. Definitions. For purposes of the following terms and conditions, (i) "Grantor" shall mean Kathleen B. de Diener, Administrator of the Estate of Simon Frias (deceased) and such of said grantors' successors and assigns who at any time may own any interest in the Servient Estate Property and any right or obligation

attributed to or imposed on Grantor shall be, as applicable, a right or obligation attributable to or imposed on such grantors and successors and assigns; and (ii) "Grantee" shall mean the Olmito Water Supply Corporation and such of said grantee's successors and assigns who at any time may own any interest in the Easement Property and any right or obligation attributed to or imposed on Grantee shall be, as applicable, a right or obligation attributable to or imposed on such grantee and successors and assigns.

2. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own any interest in the Dominant Estate Property (as applicable, the "Grantee").
3. *Duration of Easement.* The duration of the Easement is for so long as such property is used for public purposes herein stated.
4. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the surface of the Easement Property in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Grantee for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Grantee, as long as such further conveyance is subject to the terms of this agreement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Grantee. Grantee has the right to eliminate any encroachments into the Easement Property. Grantee must maintain the Easement Property in a neat and clean condition. Grantee has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Grantee's sole discretion, subject to performance of Grantee's obligations under this agreement. Grantee has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.
6. *Attorney's Fees.* If either Grantor or Grantee retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
8. *Governing Law.* This agreement will be governed by and construed under the

laws of the state of Texas, without regard of choice-of-law rules of any jurisdiction. Venue of any action arising out of or to enforce this Agreement is in Cameron County in which the Easement Property is located.

9. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
10. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
12. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Dominant Estate Property, the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.
13. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
14. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

It is expressly agreed and understood that the easement, rights, and privileges herein conveyed to Grantee, and its assigns, are limited to the maintenance and operations of a Waste Water System, 6" force main and lift station already installed in the real estate property.

This instrument shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is acknowledged and executed this the 20<sup>th</sup> day of March, 2017.

**GRANTOR:**

KATHLEEN B. de DIENER,  
Administrator of the Estate of Simon Frias  
(deceased)

BY: Kathleen B. de Diener  
Kathleen B. De Diener,

Date: 3/20/2017

**GRANTEE:**

OLMITO WATER SUPPLY CORPORATION

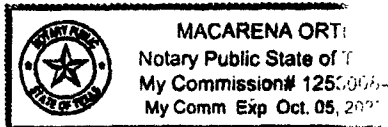
BY: Pedro Rodriguez  
Pedro Rodriguez,  
President of the Board of Directors

Date: 03/20/2017

STATE OF TEXAS §

COUNTY OF CAMERON §

This instrument was acknowledged before me on 20th March, 2017, by KATHLEEN B. de DIENER, Administrator of the Estate of Simon Frias (deceased).



Macarena Ortiz  
Notary Public, State of Texas

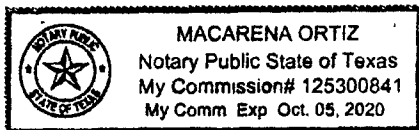
My commission expires: 10/5/2020

STATE OF TEXAS §

COUNTY OF CAMERON §

Before me, Macarena Ortiz, on this day personally appeared PEDRO RODRIGUEZ, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that PEDRO RODRIGUEZ executed the same as the act of OLMITO WATER SUPPLY CORPORATION, a Texas Corporation, as its President of the Board of Directors, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of March, 2017.



Macarena Ortiz  
Notary Public, State of Texas

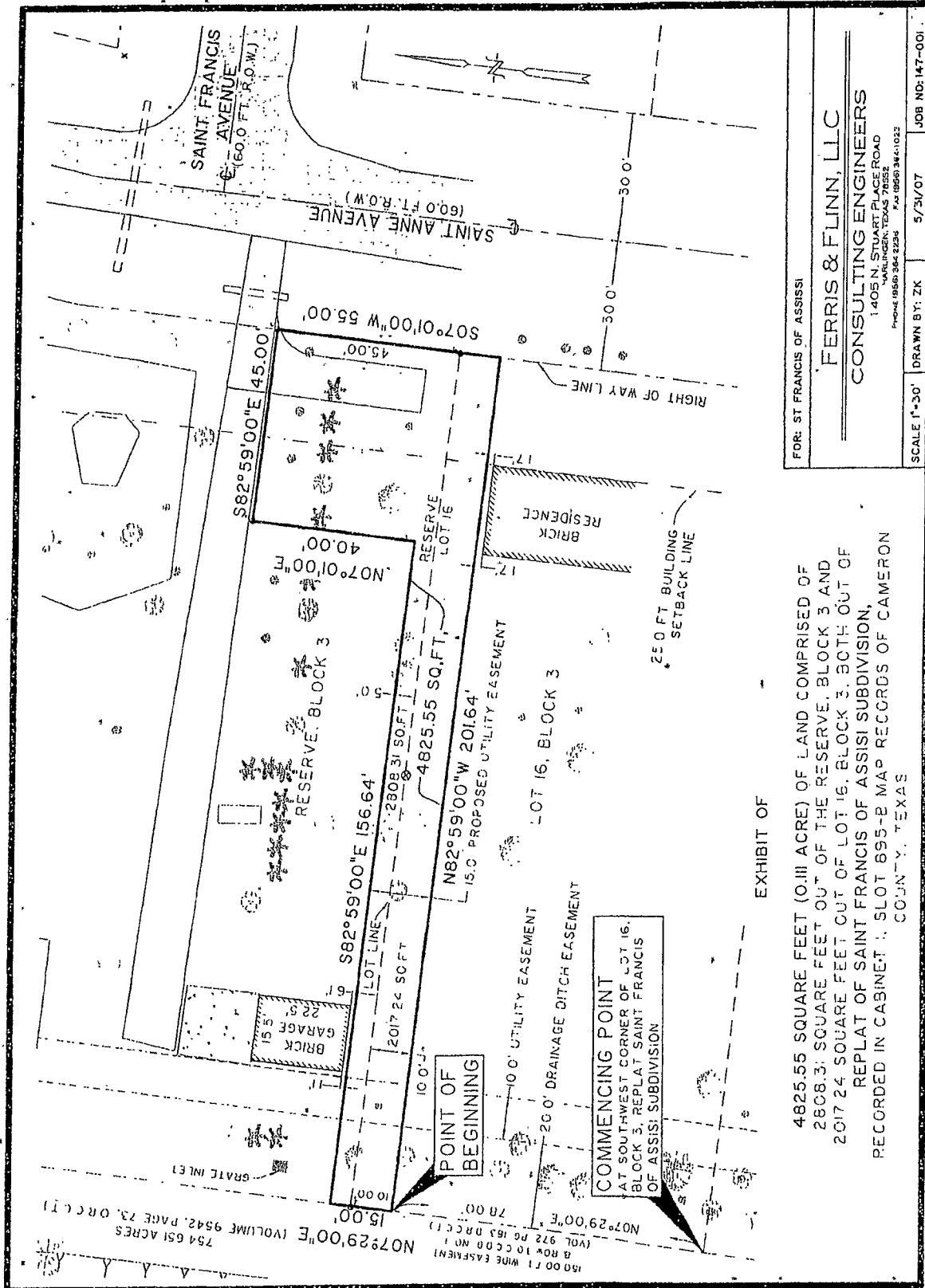
My commission expires: 10/5/2020

PREPARED IN THE OFFICE OF:

OrtizCotroLaw PLLC  
Macarena Ortiz,  
Attorney at Law  
3805 Plantation Grove Blvd, Suite 9&10  
Mission, Texas 78572  
(956) 585-1017 ext. 2009

AFTER RECORDING RETURN TO:

OrtizCotroLaw PLLC  
Macarena Ortiz,  
Attorney at Law  
3805 Plantation Grove Blvd, Suite 9&10  
Mission, Texas 78572  
(956) 585-1017 ext. 2009



4825.55 SQUARE FEET (0.111 ACRE) OF LAND COMPRISED OF  
2808.3: SQUARE FEET OUT OF THE RESERVE, BLOCK 3 AND  
2017.24: SQUARE FEET OUT OF LOT 16, BLOCK 3, BOTH OUT OF  
REPLAT OF SAINT FRANCIS OF ASSISI SUBDIVISION,  
RECORDED IN CABINET 1, SLOT 895-B MAP RECORDS OF CAMERON  
COUNTY, TEXAS

FRANCIS OF ASSISI  
FERRIS & FLINN, LLC  
CONSULTING ENGINEERS

COOLING ENGINEER  
1405 N. STUART PLACE ROAD  
DARLINGTON, TEXAS 76552  
PHONE 1956/364-2234 FAX 1956/364-1027

SCALE 1"=30'	DRAWN BY: ZX	5/31/07	JOB NO: 147-001
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Exhibit "B"

**FERRIS & FLINN, LLC**

CONSULTING ENGINEERS

May 31, 2007

**METES AND BOUNDS  
4825.55 SQUARE FEET  
(0.111 ACRE)**

4825.55 Square Feet (0.111 Acre) of land comprised of 2808.31 Square feet out of the Reserve, Block 3 and 2017.24 Square feet out of Lot 16, Block 3, both out of Replat of Saint Francis Of Assisi Subdivision, recorded in Cabinet 1, Slot 895-B Map Records of Cameron County, Texas. Said 4825.55 Square Feet (0.111 Acre) Tract of land being more particularly described as follows;

COMMENCING at the Southwest corner of Lot 16, Block 3, Replat of Saint Francis of Assisi, being the East boundary of a 754.651 Acre Tract recorded in Volume 9542, Page 73 Official Records of Cameron county, Texas and also being the East boundary of a 150.0 feet Drain Ditch Right of Way in favor of Cameron County Drainage District No. 1 recorded in Volume 972, Page 163 Deed Records of Cameron County, Texas;

Thence along the West boundary of said Replat of Saint Francis of Assisi Subdivision and the East boundary of said 754.651 Acre Tract and 150.00 feet Drain Ditch Right of Way, North 07 Deg. 29 Min. 00 Sec. East a distance of 78.00 feet to the Southwest corner and POINT OF BEGINNING of the tract herein described;

1) THENCE continuing along the West boundary of said Replat of Saint Francis of Assisi Subdivision, North 07 Deg. 29 Min. 00 Sec. East at a distance of 10.00 feet pass a 1/2 inch iron rod found at the Northwest corner of said Lot 16, Block 3, a total distance of 15.00 feet to the Northwest corner of the tract herein described;

2) THENCE leaving the West boundary of said Replat of Saint Francis of Assisi Subdivision, South 82 Deg. 59 Min. 00 Sec. East a distance of 156.64 feet to a point for a corner of the tract herein described;

3) THENCE North 07 Deg. 01 Min. 00 Sec. East a distance of 40.00 feet to a 1/2 inch iron rod found for a corner of the tract herein described;

4) THENCE South 82 Deg. 59 Min. 00 Sec. East a distance of 45.00 feet to a 1/2 inch iron rod found on the West right-of-way line of Saint Anne Avenue (Having a 60.0 feet of Right of Way) for the Northeast corner of the tract herein described;

5) THENCE along the West right-of-way of said Saint Anne Avenue, South 07 Deg. 01 Min. 00 Sec. West at a distance of 45.00 feet pass a 1/2 inch iron rod found on the Northeast corner of said Lot 16, a total distance of 55.00 feet to a the Southeast corner of the tract herein described;

6) THENCE leaving the West right-of-way of said Saint Anne Avenue, North 82 Deg. 59 Min. 00 Sec. West a distance of 201.64 feet to the POINT OF BEGINNING; Containing 4825.55 Square Feet of land within these metes and bounds.



Jose D. Medina, R.P.L.S.  
Registered Professional  
Land Surveyor No. 5719

6-1-07

Date



1405 North Stuart Place Road • Harlingen, Texas 78552 • (956) 364-2236 • Fax (956) 364-1023