

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

FISHER INDUSTRIES, FISHER SAND
AND GRAVEL CO., AND NEUHAUS &
SONS, LLC,

Defendants.

§
§
§
§
§
§
§
§
§
§
§

CASE NO. 7:19-CV-403

SETTLEMENT AND RELEASE AGREEMENT

WHEREAS on or about December 5, 2019, the United States of America through the United States Department of Justice at the request of the United States International Boundary and Water Commission (hereinafter “USA/USIBWC”) filed a lawsuit against We Build the Wall, Inc., Fisher Industries, Fisher Sand and Gravel Co., Neuhaus & Sons, LLC, and TGR Construction, Inc. in the above styled cause making numerous claims against these named Defendants related to Impeding treaty implementation, violation of statutes and related authorities, and common law torts of trespass and interference with or loss or destruction of property, and requesting injunctive relief, all related to whether the construction of a bollard fence (the “PROJECT”) near the Rio Grande on the PROPERTY (as defined below) would violate treaty obligations between the United States and Mexico, and the Defendants responded by disputing the governments claims;

WHEREAS on or about December 12, 2019, a temporary restraining order was issued by the United States District Court of Texas, Southern District of Texas, in the above referenced cause restraining the construction of the PROJECT; and thereafter, the Court in this cause conducted a hearing on the issuance of a temporary injunction preventing the continued construction of the PROJECT, wherein the PARTIES offered evidence and testimony to the Court regarding the construction of the PROJECT and on January 9, 2020, the Court denied the USA/USIBWC’s request for a temporary injunction;

WHEREAS, following the denial of the temporary injunction, Defendant TGR Construction purchased the PROPERTY and constructed a bollard fence on the PROPERTY.

WHEREAS, TGR and USIBWC have conducted hydraulic studies and which reach different conclusions regarding the PROJECT and its impact on deflection of water into Mexico and erosion along the bank of the Rio Grande River.

WHEREAS, USA/USIBWC and TGR mutually wish to ensure the safety and continued maintenance of the PROJECT, and further desire to amicably resolve their differences, and accordingly, enter into this Settlement and Release Agreement (“Agreement”) for the full and final resolution of all claims and issues between them pursuant to the following terms:

1. **DEFINITIONS** The following terms have the following meaning:

- A. “USA/USIBWC” shall be understood to refer to the United States of America, and the United States Section of the International Boundary and Water Commission, and any of their agents, servants, employees, representatives, personnel, legal representatives, and assigns.
- B. “TGR” shall be understood to mean TGR Construction, Inc. an Arizona corporation.
- C. “FISHER INDUSTRIES” shall be understood to mean the trade name under which FISHER SAND AND GRAVEL CO. operates and shall refer to FISHER SAND AND GRAVEL CO.
- D. The “PARTIES” means the USA/USIBWC and TGR CONSTRUCTION, INC, and FISHER INDUSTRIES.
- E. The term “LAWSUIT” shall mean the lawsuit as styled at the top of this Agreement.
- F. “PROPERTY” shall be understood to mean the Property as identified in Exhibit A attached to this Agreement.
- G. “PROJECT” shall be understood to refer to the construction and maintenance of an 18-foot-tall bollard fence, and associated roadway(s) and lighting structures built on the PROPERTY and in place at the time this Agreement is signed.
- H. The term "OCCURRENCE" is meant to include any and all events, whether known or unknown, through the date this Agreement is executed by the PARTIES related in any way to the events asserted in the LAWSUIT or any other incident or allegation that could be made by the PARTIES, as a basis for a lawsuit that occurred prior to the date of this Agreement related to the PROJECT. It is the intent of the PARTIES that as of the date this Agreement is entered into by the PARTIES that no claims will be remaining as between any of the PARTIES against each other that could be used as a basis for any lawsuit, complaint, or claim for damages related to the PROJECT, aside from enforcement of the terms of this Agreement.
- I. "DAMAGES" means all elements of recovery at law or in equity known to the law of any jurisdiction, state, federal, or foreign, of whatsoever description or character, whether known or now unknown, and whether past, present, or future due to risk, mental or physical injury, injury to property or economic loss arising out of the

OCCURRENCE and accruing to any of the PARTIES.

- J. "CLAIMS" means an assertion of liability for all theories of recovery for DAMAGES under the law of any jurisdiction, state, federal, or foreign, of whatsoever description or character, whether arising under the common law, civil law, under any statute, in contract, or otherwise, whether known or unknown, past or present, arising from or in connection with any OCCURRENCE. The term "CLAIMS" means to include, by way of example, but not by limitation, demands, actions and causes of action, lawsuits, judgments, debts, dues, expenses, costs, attorney's fees, liens, , subrogation interests, cross- actions, or third party actions, or contract claims, whether the same are now pending or may be asserted hereafter.
- K. "TRANSACTIONS and ACTIVITIES" mean those transactions, activities, or restrictions that are agreed to by the parties in settlement of this matter as set forth in Section 3 of this Agreement.
- L. "ACKNOWLEDGMENTS and REPRESENTATIONS" mean those acknowledgments and representations as set forth in Section 4 of this Agreement.
- M. "FAULT" means legally actionable conduct and includes, by way of example but not limitation, nuisance, negligence, gross negligence, negligence per se, negligent or intentional misrepresentation, strict liability, real property torts, ultra-hazardous activity, fraud, fraudulent inducement, undue influence, willful or wanton conduct, intentional conduct, breach of warranty, and violations of any law, statute, or treaty of the United States of America or the State of Texas.
- N. "OTHER PARTIES" means any person or entity other than the PARTIES.
- O. In this instrument, the singular includes the plural, and the plural includes the singular, when referring to the PARTIES.
- P. "FAILURE INCIDENT" shall mean any incident where: (1) a fixed structural component of the PROJECT is carried by water off of its current fixed position or falls; (2) an obstruction by a structural component of the Project to navigation of the Rio Grande; or (3) the failure to timely comply with the terms of the Exhibit B, Maintenance and Operation Plan for longer than 60 days after failure to comply with written notice requirements as set out in Paragraph 3.L. of this Agreement.
- Q. "BOND" means a bond in the form attached hereto as Exhibit "C" as described in paragraph 3 F of this Agreement.
- R. "MAINTENANCE AND OPERATION PLAN" shall mean the Maintenance and Operation Plan attached hereto as Exhibit B, submitted to and approved by the USA/USIBWC for the PROJECT, and as may be revised from time to time as the need arises. Revisions to the Maintenance and Operation Plan shall be governed by

Section 2 D of the Maintenance and Operation Plan.

- S. The term “FLOOD EVENT” shall mean any event where : (1) the IBWC flood gage at Rio Grande City reaches or will likely reach a flow rate of 20,000 cfs (which triggers IBWC to issue a press release warning the public of a flood event) or another localized event which will not hit the Rio Grande City gage but is anticipated to generate 20,000 cfs of flow and triggers the USIBWC flood event release; and (2) notice is provided to TGR by the USA/USIBWC by a phone call to Greg Gentsch (at a number to be provided to USA/USIBWC’s point of contact) and email to addresses: Tommy Fisher (Tfisher@fisherind.com); Greg Gentsch (ggentsch@fisherind.com); Tim Priebe (Tpriebe@fisherind.com); and Tad Dyer (taddyer@rgv.rr.com) or other substitute as identified in writing by TGR.

2. RELEASE AND DISCHARGE

As full consideration for the agreements set forth herein, the USA/USIBWC accepts from TGR the releases as set forth herein, the TRANSACTIONS and ACTIVITIES, and ACKNOWLEDGMENTS and REPRESENTATIONS as set forth herein, the receipt and sufficiency of which are hereby acknowledged and confessed, and does hereby RELEASE, ACQUIT, and FOREVER DISCHARGE TGR, FISHER INDUSTRIES, of and from (a) all CLAIMS or DAMAGES arising from or in connection with the OCCURRENCE, (b) all FAULT of TGR, FISHER INDUSTRIES, with respect to or in connection with the OCCURRENCE, and (c) all CLAIMS or DAMAGES that USA/USIBWC in all capacities could assert related to the OCCURRENCE.

As full consideration for the agreements set forth herein, TGR accepts from the USA/USIBWC the releases set forth herein, the TRANSACTIONS and ACTIVITIES, and ACKNOWLEDGMENTS and REPRESENTATIONS, the receipt and sufficiency of which are hereby acknowledged and confessed, and TGR does hereby fully and finally RELEASE, ACQUIT, and FOREVER DISCHARGE USA/USIBWC of and from (a) all CLAIMS or DAMAGES arising from or in connection with any OCCURRENCE, (b) all FAULT of USA/USIBWC with respect to or in connection with any OCCURRENCE, (c) all CLAIMS or DAMAGES that TGR, in all capacities, could assert related to any OCCURRENCE.

3. TRANSACTIONS and ACTIVITIES.

As part of the consideration for this Agreement, the following transactions and activities are required for this settlement:

- A. **Pump House Gate.** TGR shall maintain as an operational gate the current gate (Pump House Gate) in its current location (located approximately at 26° 09’ 44.26”North; 98° 20’ 56.07” West). TGR must open the gate within 12 hours

of being given notice of a FLOOD EVENT.

B. Additional Fence Openings. TGR agrees that within 12 hours of notice of a FLOOD EVENT, it will do the following:

- 1) Have a person or persons monitor the water elevation at the Property at least once every two (2) hours until either the Flood Event has ceased or the Additional Fence Openings as provided for in this section have been made by TGR;
- 2) If and when the water reaches the upstream foundation at the base of the bollard fence (elevation 112 feet), TGR will remove 10 existing bollards at two separate sections of the fence located at the approximate locations of: 1) 26°9'7.5"N, 98°21'2"W; and 2) 26°9'16"N, 98°21'18"W;
- 3) TGR will leave these Additional Fence Openings open until such time as the water has receded and repairs or modifications can be made by TGR to either make the Additional Fence Opening into a working gate or replace the bollards as they were then existing just prior to the event.
- 4) If and when TGR makes the Additional Fence Openings as provided for in this section, TGR will provide notice to the IBWC by email to Daniel Avila (Daniel.Avila@ibwc.gov), Ramon Macias (Ramon.Macias@ibwc.gov), Jennifer Pena (Jennifer.Pena@ibwc.gov), and Juan Uribe (Juan.Uribe@ibwc.gov).
- 5) With respect to any cut bollards removed to make the Additional Fence Openings, TGR will place such cut bollards on the land side of the fence and will secure the cut bollards in a manner so as to reduce the risk of any flow obstruction through the fence or damage to any neighboring property during a FLOOD EVENT.

In any instance when the USIBWC believes that a weather-related event will trigger this provision, as soon as reasonably practicable to do, the USA/USIBWC will send email notification to the following persons and email addresses: Tommy Fisher (Tfisher@fisherind.com); Greg Gentsch (gentsch@fisherind.com); Tim Priebe (Tpriebe@fisherind.com); and Tad Dyer (taddyer@rgv.rr.com) advising them of the expected weather event and expected rise in Pool elevation.

C. TGR shall within 30 days of the execution of this Agreement, identify the point of contact (POC) from TGR with responsibility for opening any gate(s) or removing any bollards, pursuant to paragraph 3(B), and ensure that USA/USIBWC remains updated with current POC.

D. Any gates installed at the PROJECT shall be capable of being fully open and remain fully open for the duration of a FLOOD EVENT.

E. TGR will provide and maintain rip rap along the shoreline of the Rio Grande, and will not use any exposed rebar that could pose a threat of damage to watercrafts or

boats, at the following locations along the PROJECT:

- 26°10'12.78" North, 98°21'26.44" West to 26°10'10.94" North, 98°21'25.78" West
- 26°10'8.08" North, 98°21'24.80" West to 26°10'7.16" North, 98° 21' 24.52" West
- 26°10'4.43" North, 98°21'24.62" West to 26°10'3.11" North, 98° 21' 24.68" West
- 26°9'58.44" North, 98°21'25.14" West to 26°9'56.67" North, 98° 21' 25.36" West
- 26°9'26.18" North, 98°21'24.92" West to 26°9'24.84" North, 98° 21' 23.88" West
- 26°9'40.98" North, 98°20'56.83" West to 26°9'41.63" North, 98° 20' 56.69" West
- 26°9'47.43" North, 98°20'56.83" West to 26°9'48.51" North, 98° 20' 54.37" West
- 26°9'49.26" North, 98°20'54.06" West to 26°9'49.98" North, 98° 20' 53.69" West
- 26°9'58.94" North, 98°20'47.47" West to 26°9'59.97" North, 98° 20' 45.83" West
- 26°10'1.62" North, 98°20'43.84" West to 26°10'1.90" North, 98° 20' 42.32" West
- 26°10'3.69" North, 98°20'35.78" West to 26°10'3.46" North, 98° 20' 34.30" West

Rip rap shall be installed in the areas specified within 90 days from the date of this Agreement.

- F. Within seven days of this Agreement being executed by all Parties, TGR agrees to post a SURETY BOND from a licensed surety bonding agency in the amount of Three Million Dollars, in the form attached hereto as Exhibit "C", to secure TGR's obligation under this Agreement. TGR agrees to purchase and maintain said SURETY BOND for a period of Fifteen (15) years from the date of this Agreement, or until title to the PROPERTY is transferred to a governmental entity or department.
- G. Said BOND will identify the USA/USIBWC as the Obligee of the BOND.
- H. In the event of a FAILURE INCIDENT, the USA/USIBWC will provide prompt written notice to TGR regarding the failure incident, and thereafter TGR will be given 30 days to attempt to undertake a remedy of the FAILURE INCIDENT. After such time, or in the event that USA/USIBWC believes TGR has not remedied the FAILURE INCIDENT, USA/USIBWC may submit a written demand upon the Bonding Company, to the SURETY BOND to seek costs or damages, if any,

incurred by the USA/USIBWC as a direct cause of the FAILURE INCIDENT.

- I. TGR agrees and acknowledges that USA/USIBWC is not responsible for any costs associated with the operation, maintenance, or repair of this structure, including inspections and utilities.
- J. Subject to any subsequent agreement of the PARTIES, should TGR transfer ownership or other rights with respect to the PROPERTY or PROJECT to a non-governmental entity, TGR shall ensure that the transferee and all future successors and assigns, for a period of a period of fifteen (15) years from the date of this Agreement, or as long as there is a bollard fence on the PROPERTY, whichever time period is less, maintain the SURETY BOND in the amount of Three Million Dollars.
- K. If TGR is dissolved as an entity pursuant to a bankruptcy or abandons the property by failing to perform inspections, reports or required maintenance pursuant to the Maintenance Agreement for 3 months USA/USIBWC may submit a written demand upon the Bonding Company, to the SURETY BOND to seek costs or damages incurred by the USA/USIBWC, if any, as of that time.
- L. As long as TGR, or any entity of FISHER INDUSTRIES, owns the PROPERTY, TGR and FISHER INDUSTRIES agree to comply with the MAINTENANCE AND OPERATION PLAN, attached hereto as Exhibit "B". Should TGR or any entity of FISHER INDUSTRIES fail to comply with the MAINTENANCE AND OPERATION PLAN, USA/IBWC shall give TGR thirty (30) days written notice of said failure and opportunity to cure. Any conveyance of rights in the PROPERTY to a third party shall obligate that third party and all future successors and assigns, for as long as there is a bollard fence structure on the PROPERTY, to comply with all of the ongoing obligations in the MAINTENANCE AND OPERATION PLAN to the extent within the scope of the rights conveyed.
- M. TGR and FISHER INDUSTRIES agree to allow the USA/USIBWC access to the PROPERTY to conduct a visual inspection of the PROJECT on a mutually agreeable date once every quarter of a 12-month calendar year, or as needed after rain events and or a FLOOD EVENT, as long as TGR or any entity of FISHER INDUSTRIES or their successors owns the PROPERTY. The inspection will be scheduled upon the USA/USIBWC's request of an inspection date to TGR's representative, Greg Gentsch, or a person designated by TGR in the future, as the person to whom notice of an inspection shall be sent.
- N. Based on visual inspections, USA/USIBWC may make written recommendations or requests to TGR, as from time to time it believes, in good faith, are necessary for the implementation of the 1944 *Treaty Between the United States of America and Mexico Respecting Utilization of the Waters of the Colorado and Tijuana Rivers and of the Rio Grande* [add cite] ("1944 Treaty"), the *Treaty to Resolve Pending*

Boundary Differences and Maintain the Rio Grande and Colorado River as the International Boundary, U.S.- Mex., Art. IV, Nov. 23, 1970, T.I.A.S. 7313 (“1970 Treaty”). Such recommendations or requests are to be made to TGR by providing notice as required in Paragraph 4 of this Agreement.

- O. TGR and FISHER INDUSTRIES agree to cooperate and consult with the USA/USIBWC with respect to any recommendations or requests.
- P. In the event the PARTIES disagree on any such recommendation or request the PARTIES agree to first participate in a half-day mediation with authorized persons from the PARTIES in an attempt to resolve the dispute. If mediation fails, the PARTIES agree to submit the issue to two independent engineers or other experts in a relevant professional field, one selected and paid for by each Party. The selected individuals shall prepare a joint written determination on how the issue should be resolved. TGR or an entity of FISHER INDUSTRIES agrees to comply and implement the recommendation(s) of that joint engineering report. Should the engineers disagree as to appropriate resolution of any issue raised, the PARTIES agree to mediate the issue with a mediator agreed upon by the PARTIES. If the case cannot be resolved following mediation, the PARTIES may bring suit in a court of competent jurisdiction.
- Q. The PARTIES agree that this Settlement Agreement, including the Maintenance and Operation Plan, will act as the agreement of the PARTIES with respect to the PROJECT, and is in lieu of a “no objection” letter.
- R. For the purpose of discussing the settlement of this matter, the USA/USIBWC provides TGR with a copy of a report produced by its engineers, Arcadis. This was done solely for purposes of promoting a settlement of this matter and with the agreement of the Defendants in this action that said report would be maintained as confidential. The USA/USIBWC believes that the work and report of Arcadis contains proprietary information which pursuant to federal regulation is not subject to public disclosure, and to which the USA/IBWC will assert objections to its production. As a part of this settlement agreement, TGR and FISHER are requested, and do hereby agree to return or destroy all physical copies of the Arcadis report to the USA/IBWC and agree to destroy any electronic copies of any Arcadis report which they or their counsel may have in their possession.
- S. The USA/USIBWC will not continue the prosecution of this LAWSUIT against any of the PARTIES or any OTHER PARTY and upon execution of this Agreement by all PARTIES, and will seek the dismissal of this case with prejudice with all costs and expenses to be incurred by the party incurring same.

4. NOTICES TO THE PARTIES.

All notices are provided for in this Agreement shall be provided to the Parties as follows:

To the USA/USIBWC:

David Avila
Principal Engineer of Operations
4191 N. Mesa
El Paso, Texas 79902
(915) 832-4118
Daniel.Avila@ibwc.gov

To TGR:

Mr. Tim Priebe
TGR Construction
1302 West Drivers Way
Tempe, Arizona 85284
Email: Tpriebe@Fisherind.com

5. ACKNOWLEDGMENTS AND REPRESENTATIONS.

In entering into this Agreement, each of the PARTIES represents that they have completely read all terms hereof and that such terms are fully understood and voluntarily accepted by the PARTIES.

6. SPECIAL WARRANTIES

The PARTIES further warrant: 1) that no interest in CLAIMS or DAMAGES released by this Agreement have been assigned, pledged, or transferred; 2) that each of the PARTIES are responsible for the payment of their own attorneys' fees, court costs, expert fees, and expenses incurred by them related to this LAWSUIT; 3) that each of the PARTIES understands the contents and effect of this Agreement having had the advice of counsel of their choosing; that this AGREEMENT is executed as the voluntary and free act of all PARTIES in all capacities; 4) that the TRANSACTIONS and ACTIVITIES, and ACKNOWLEDGMENTS and REPRESENTATIONS as set forth in this Agreement, are in full satisfaction of all CLAIMS and DAMAGES that any PARTIES may have against any other relating to any OCCURRENCE; and 5) that no suit shall be brought by any of the PARTIES other than for a breach of this Agreement, should that occur.

7. ADDITIONAL DOCUMENTS

The PARTIES agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement, including documents relating to the TRANSACTIONS as referenced in Paragraph 3 of this Agreement.

8. ENFORCEMENT OF CONTRACT TERMS

The terms hereof are contractual and not merely recitals. This Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding which may be instituted, prosecuted or attempted for, upon, or in respect to any of the claims released hereby. This Agreement has been and shall be construed to have been drafted by all the PARTIES to it so that the rule of construing ambiguities against the drafter shall have no force or effect.

9. ENTIRE AGREEMENT

This Agreement contains the entire agreement between THE PARTIES with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the parties except as herein expressly set forth.

10. GOVERNING LAW

It is further agreed by and between the PARTIES that this Agreement will, should the occasion arise, be construed, interpreted, and/or enforced in accordance with the laws of the United States of America and the State of Texas as the controlling, applicable law. Venue for any claim arising out of this agreement shall be in United States District Court of the Southern District of Texas, McAllen Division.

11. EFFECTIVENESS

This Agreement shall become effective following execution by all the PARTIES. If any portion or term of this Agreement is held unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain fully in force and enforceable.

For Plaintiff, the United States of America



Date: May 14, 2022

Dr. Maria-Elena Giner, P.E.
Commissioner
International Boundary and Water Commission, United States Section

Date: _____

E. Paxton Warner
Assistant United States Attorney
Southern District of Texas

For TGR Construction, Inc.

By: _____ Date: _____
Tommy Fisher
President

EXHIBIT "A"

Field Notes of a Survey of 45.78 Acres of Land

A 45.78 gross acre tract of land out of the WEST ADDITION TO SHARYLAND SUBDIVISION, Parts of Lot 9-1, 9-2, Lot 9-3, 9-4 and Parts of Lots 10-1, 10-2, and 10-3 and Part of Porcion 53 and 54, Hidalgo County, Texas, and Tortuga Banco No. 65, and Accretion Area Hidalgo County, Texas, said tract more particularly described by metes and bounds as follows:

POINT OF COMMENCEMENT at the Northeast corner of Lot 10-2 also being located on the centerline of Los Ebanos Road, THENCE along and with the centerline of Los Ebanos Road South 08 degrees 39 minutes 00 seconds West, a distance of 934.87 feet to a found aluminum cap being located on the intersection of the South right-of-way line of U.S. 281 (Military Highway) and centerline of Los Ebanos Road;

THENCE South 75 degrees 58 minutes 13 seconds East, a distance of 689.40 feet along the South right-of-way line of U.S. 281 (Military Highway) to found aluminum cap for a corner of an 807.73 acre tract of land;

THENCE South 45 degrees 26 minutes 00 seconds East, a distance of 269.90 feet along a South river levee easement from United Irrigation Company (UIC) to a corner of an 807.73 acre tract of land;

THENCE South 46 degrees 56 minutes 00 seconds East, a distance of 286.91 feet, continuing along said South river levee easement from United Irrigation Company (UIC) on the South lot line of said Lot 10-3 to a corner of a 807.73 acre tract of land;

THENCE North 81 degrees 21 minutes 03 seconds West, a distance of 83.52 feet along said South line of Lot 10-3 to a corner of an 807.73 acre tract of land;

THENCE South 04 degrees 27 minutes 00 seconds East, a distance of 215.37 feet to a corner of an 807.73 acre tract of land;

THENCE South 39 degrees 32 minutes 00 seconds East, a distance of 100.00 feet to a corner of an 807.73 acre tract of land;

THENCE South 28 degrees 27 minutes 00 seconds East, a distance of 230.00 feet to a corner of an 807.73 acre tract of land;

THENCE South 41 degrees 04 minutes 00 seconds East, a distance of 321.00 feet to a corner of an 807.73 acre tract of land;

THENCE South 46 degrees 38 minutes 00 seconds East, a distance of 790.36 feet to the Southwest corner of a 0.55 acre tract from United Irrigation Company (UIC) to the JW HOIT ESTATE, Deed No. 230 and a corner of a 807.73 acre tract of land;

THENCE North 44 degrees 16 minutes 00 seconds East, a distance of 51.80 feet to the Northwest corner of said 0.55 acre tract and a corner of a 807.73 acre tract of land;

THENCE South 46 degrees 08 minutes 00 seconds East, a distance of 1016.79 feet to a point on an old fence line (Deed call: 874.20 feet) to a corner that is 112.0 feet West of said Porcion 54 East line and a corner of a 807.73 acre tract of land;

THENCE South 09 degrees 35 minutes 02 seconds West, along said old fence line, a distance of 233.94 feet (Deed call: 326.50 feet) 112.0 feet West of and parallel to the East line of said Porcion 54 to a corner of a 807.73 acre tract of land;

THENCE South 58 degrees 41 minutes 00 seconds West, a distance of 136.36 feet (Deed call: 160.0 feet) to a corner of an 807.73 acre tract of land;

THENCE North 81 degrees 19 minutes 00 seconds West, a distance of 172.00 feet to a corner of an 807.73 acre tract of land;

THENCE South 38 degrees 41 minutes 00 seconds West, a distance of 540.00 feet to a corner of an 807.73 acre tract of land;

THENCE South 08 degrees 41 minutes 00 seconds West, a distance of 365.00 feet to a location where the North bank of the Rio Grande River formerly intersected (Deed call), THENCE continuing for a total distance of 833.60 feet to a set 1/2 inch iron rebar for the POINT OF BEGINNING for this description;

THENCE South 08 degrees 41 minutes 00 seconds West, a distance of 100.86 feet to the Meanders of the Rio Grande North bank and a point for this tract of land;

THENCE North 46 degrees 53 minutes 52 seconds West, a distance of 13.42 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 77 degrees 37 minutes 42 seconds West, a distance of 58.54 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 70 degrees 07 minutes 34 seconds West, a distance of 106.16 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 76 degrees 05 minutes 25 seconds West, a distance of 163.01 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 85 degrees 21 minutes 38 seconds West, a distance of 284.83 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 21 degrees 19 minutes 14 seconds West, a distance of 71.94 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 72 degrees 29 minutes 45 seconds West, a distance of 486.90 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 46 degrees 51 minutes 21 seconds West, a distance of 603.59 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 32 degrees 23 minutes 15 seconds West, a distance of 527.80 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 21 degrees 41 minutes 33 seconds West, a distance of 712.51 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 15 degrees 14 minutes 40 seconds West, a distance of 592.75 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 04 degrees 24 minutes 13 seconds West, a distance of 979.97 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 03 degrees 31 minutes 36 seconds East, a distance of 1033.02 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 07 degrees 30 minutes 50 seconds East, a distance of 400.30 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 00 degrees 57 minutes 08 seconds West, a distance of 215.37 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 13 degrees 39 minutes 36 seconds West, a distance of 213.72 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 31 degrees 20 minutes 43 seconds West, a distance of 461.45 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 48 degrees 54 minutes 17 seconds West, a distance of 202.22 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 62 degrees 22 minutes 03 seconds West, a distance of 251.70 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE South 71 degrees 05 minutes 52 seconds West, a distance of 165.81 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 89 degrees 13 minutes 02 seconds West, a distance of 212.60 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 56 degrees 10 minutes 58 seconds West, a distance of 361.45 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 48 degrees 24 minutes 16 seconds West, a distance of 139.77 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 20 degrees 50 minutes 03 seconds West, a distance of 63.21 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 44 degrees 58 minutes 40 seconds West, a distance of 138.13 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 32 degrees 02 minutes 30 seconds West, a distance of 1724.56 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 39 degrees 30 minutes 11 seconds West, a distance of 181.09 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 30 degrees 27 minutes 07 seconds West, a distance of 216.25 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 22 degrees 01 minutes 53 seconds West, a distance of 364.86 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 06 degrees 53 minutes 44 seconds West, a distance of 577.12 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 03 degrees 38 minutes 02 seconds West, a distance of 290.64 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 02 degrees 39 minutes 35 seconds East, a distance of 271.29 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 07 degrees 44 minutes 07 seconds East, a distance of 516.61 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 12 degrees 35 minutes 36 seconds East, a distance of 1145.68 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 06 degrees 53 minutes 26 seconds East, a distance of 270.18 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 00 degrees 34 minutes 11 seconds East, a distance of 554.65 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 13 degrees 51 minutes 42 seconds West, a distance of 439.41 feet following the Meanders of the Rio Grande along its North bank to a point for this tract of land;

THENCE North 19 degrees 17 minutes 48 seconds West, a distance of 647.39 feet to the location where the North bank of the Rio Grande and East line of said Porcion 52 intersect for this tract of land;

THENCE North 08 degrees 42 minutes 45 seconds East, along the East line of said Porcion 52, a distance of 284.39 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 18 degrees 07 minutes 34 seconds East, a distance of 401.06 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 17 degrees 50 minutes 43 seconds East, a distance of 160.29 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 17 degrees 47 minutes 29 seconds East, a distance of 159.87 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 17 degrees 57 minutes 44 seconds East, a distance of 160.02 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 17 degrees 47 minutes 23 seconds East, a distance of 159.80 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 14 degrees 48 minutes 15 seconds East, a distance of 166.20 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 08 degrees 39 minutes 13 seconds East, a distance of 170.37 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 00 degrees 11 minutes 56 seconds West, a distance of 160.43 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 00 degrees 08 minutes 02 seconds East, a distance of 159.97 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 00 degrees 14 minutes 01 seconds West, a distance of 160.22 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 03 degrees 06 minutes 34 seconds West, a distance of 165.72 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 09 degrees 08 minutes 30 seconds West, a distance of 163.34 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 09 degrees 33 minutes 02 seconds West, a distance of 158.70 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 09 degrees 12 minutes 54 seconds West, a distance of 160.61 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 10 degrees 25 minutes 30 seconds West, a distance of 162.09 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 11 degrees 15 minutes 13 seconds West, a distance of 160.40 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 13 degrees 08 minutes 25 seconds West, a distance of 163.13 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 15 degrees 05 minutes 46 seconds West, a distance of 159.73 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 14 degrees 07 minutes 59 seconds West, a distance of 159.43 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 13 degrees 58 minutes 07 seconds West, a distance of 159.91 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 14 degrees 13 minutes 52 seconds West, a distance of 159.41 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 04 degrees 37 minutes 45 seconds West, a distance of 151.72 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 04 degrees 55 minutes 17 seconds West, a distance of 160.21 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 01 degrees 17 minutes 18 seconds West, a distance of 152.16 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 03 degrees 03 minutes 28 seconds East, a distance of 159.55 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 03 degrees 58 minutes 49 seconds East, a distance of 154.65 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 07 degrees 51 minutes 42 seconds East, a distance of 159.72 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 07 degrees 47 minutes 12 seconds East, a distance of 160.54 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 03 degrees 58 minutes 23 seconds East, a distance of 162.11 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 15 degrees 23 minutes 47 seconds East, a distance of 151.10 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 14 degrees 55 minutes 43 seconds East, a distance of 157.77 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 28 degrees 19 minutes 48 seconds East, a distance of 149.11 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 30 degrees 59 minutes 19 seconds East, a distance of 147.06 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 40 degrees 53 minutes 48 seconds East, a distance of 159.84 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 33 degrees 34 minutes 57 seconds East, a distance of 169.22 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 31 degrees 30 minutes 06 seconds East, a distance of 156.56 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 31 degrees 56 minutes 13 seconds East, a distance of 323.11 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 31 degrees 07 minutes 45 seconds East, a distance of 159.90 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 30 degrees 04 minutes 02 seconds East, a distance of 162.58 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 29 degrees 46 minutes 29 seconds East, a distance of 158.95 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 32 degrees 06 minutes 44 seconds East, a distance of 155.86 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 34 degrees 01 minutes 43 seconds East, a distance of 159.24 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 33 degrees 56 minutes 42 seconds East, a distance of 160.71 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 34 degrees 38 minutes 18 seconds East, a distance of 155.84 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 37 degrees 59 minutes 24 seconds East, a distance of 159.34 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 42 degrees 28 minutes 02 seconds East, a distance of 152.39 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 54 degrees 52 minutes 28 seconds East, a distance of 145.49 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 56 degrees 56 minutes 56 seconds East, a distance of 163.79 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 82 degrees 04 minutes 50 seconds East, a distance of 116.50 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 74 degrees 22 minutes 08 seconds East, a distance of 147.20 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 62 degrees 50 minutes 48 seconds East, a distance of 136.22 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 44 degrees 28 minutes 00 seconds East, a distance of 150.65 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 31 degrees 44 minutes 07 seconds East, a distance of 147.68 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 22 degrees 45 minutes 44 seconds East, a distance of 151.65 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 15 degrees 38 minutes 08 seconds East, a distance of 154.90 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 11 degrees 33 minutes 08 seconds East, a distance of 154.36 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 09 degrees 06 minutes 27 seconds East, a distance of 158.24 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 07 degrees 51 minutes 23 seconds East, a distance of 159.78 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 05 degrees 50 minutes 02 seconds East, a distance of 156.92 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 05 degrees 12 minutes 10 seconds East, a distance of 159.76 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 01 degrees 03 minutes 14 seconds East, a distance of 155.94 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 01 degrees 03 minutes 31 seconds East, a distance of 160.31 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 00 degrees 54 minutes 34 seconds East, a distance of 159.54 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 01 degrees 06 minutes 01 seconds East, a distance of 320.46 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 02 degrees 12 minutes 43 seconds East, a distance of 161.49 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 02 degrees 01 minutes 19 seconds East, a distance of 159.06 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 02 degrees 29 minutes 28 seconds East, a distance of 160.24 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 01 degrees 35 minutes 13 seconds East, a distance of 160.08 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 02 degrees 56 minutes 46 seconds East, a distance of 163.11 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 05 degrees 15 minutes 49 seconds East, a distance of 160.92 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 04 degrees 22 minutes 59 seconds East, a distance of 158.28 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 05 degrees 11 minutes 32 seconds East, a distance of 167.82 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 17 degrees 14 minutes 46 seconds East, a distance of 164.65 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 18 degrees 06 minutes 13 seconds East, a distance of 161.22 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 18 degrees 49 minutes 32 seconds East, a distance of 321.44 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 20 degrees 16 minutes 40 seconds East, a distance of 160.47 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 15 degrees 43 minutes 54 seconds East, a distance of 150.70 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 19 degrees 39 minutes 43 seconds East, a distance of 173.09 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 28 degrees 10 minutes 43 seconds East, a distance of 168.16 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 34 degrees 15 minutes 09 seconds East, a distance of 161.82 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 36 degrees 01 minutes 46 seconds East, a distance of 151.35 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 28 degrees 41 minutes 44 seconds East, a distance of 167.59 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 40 degrees 55 minutes 54 seconds East, a distance of 165.15 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 43 degrees 47 minutes 25 seconds East, a distance of 169.76 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 55 degrees 41 minutes 24 seconds East, a distance of 166.72 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 45 degrees 57 minutes 36 seconds East, a distance of 142.91 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 58 degrees 08 minutes 06 seconds East, a distance of 177.35 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 77 degrees 05 minutes 59 seconds East, a distance of 165.90 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 67 degrees 08 minutes 25 seconds East, a distance of 148.26 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 54 degrees 45 minutes 34 seconds East, a distance of 175.64 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE North 81 degrees 25 minutes 29 seconds East, a distance of 171.34 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 80 degrees 43 minutes 39 seconds East, a distance of 172.23 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 85 degrees 13 minutes 48 seconds East, a distance of 135.92 feet to a set 1/2 inch iron rebar for a corner of this tract of land;

THENCE South 88 degrees 57 minutes 42 seconds East, a distance of 143.12 feet to the POINT OF BEGINNING of this description and containing within these metes and bounds 45.78 gross acres of land, more or less.

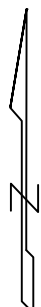
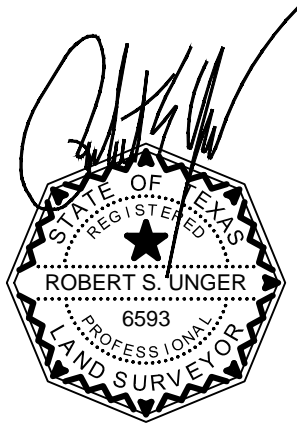
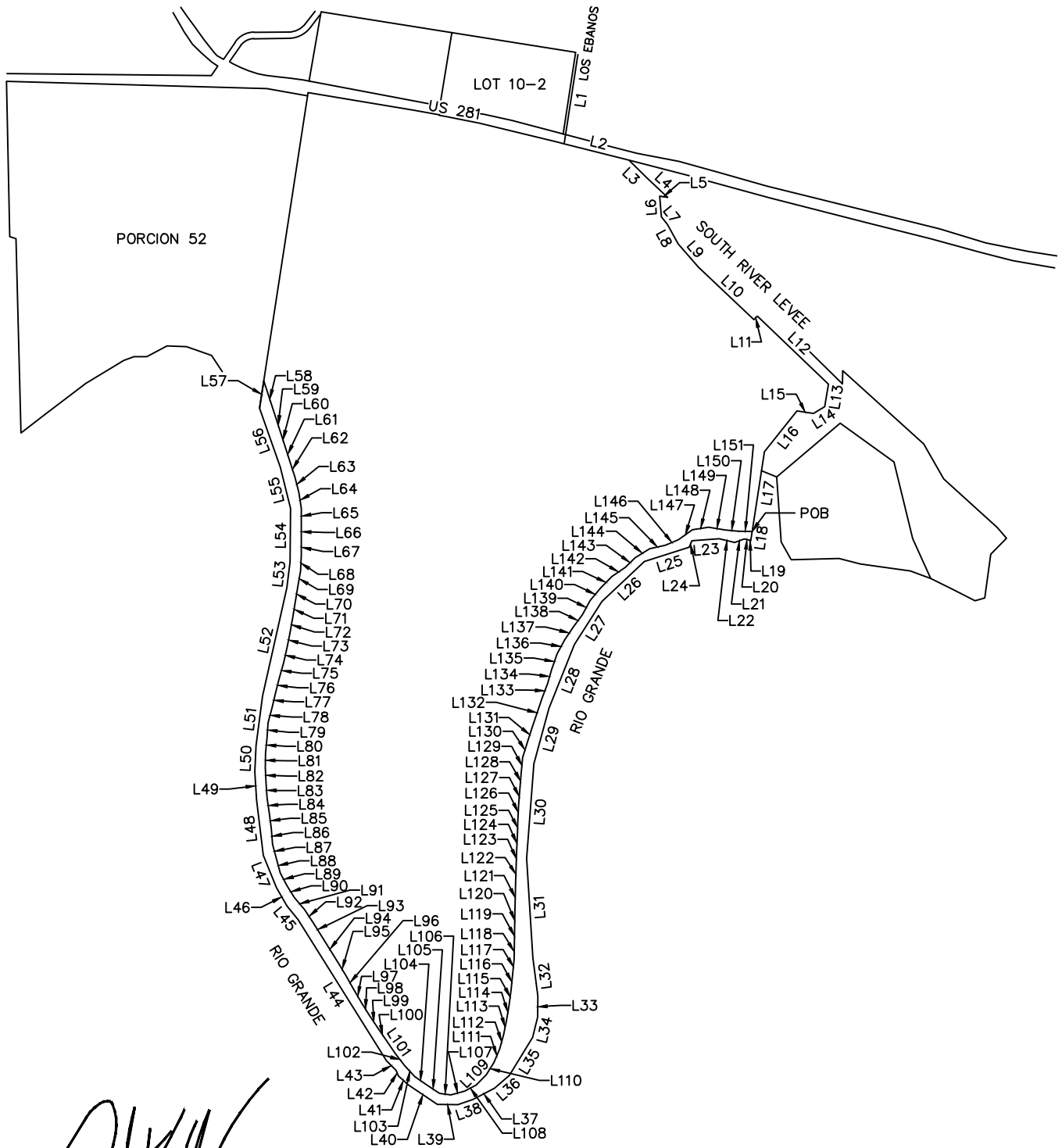


EXHIBIT
 45.78 ACRE PARCEL
 HIDALGO COUNTY, TX
 07/30/20
 JOB NO. 20045
 PAGE 11 OF 13
 NOT TO SCALE
 \SURVEY\LEGAL\20045L01.DWG

Parcel Line Table		
Line #	Direction	Length
L1	S8°39'00"W	934.87'
L2	S75°58'13"E	689.40'
L3	S45°26'00"E	269.90'
L4	S46°56'00"E	286.91'
L5	N81°21'03"W	83.52'
L6	S4°27'00"E	215.37'
L7	S39°32'00"E	100.00'
L8	S28°27'00"E	230.00'
L9	S41°04'00"E	321.00'
L10	S46°38'00"E	790.36'
L11	N44°16'00"E	51.80'
L12	S46°08'00"E	1016.79'
L13	S9°35'02"W	233.94'
L14	S58°41'00"W	136.36'
L15	N81°19'00"W	172.00'
L16	S38°41'00"W	540.00'
L17	S8°41'00"W	833.60'
L18	S8°41'00"W	100.86'
L19	N46°53'52"W	13.42'
L20	N77°37'42"W	58.54'
L21	S70°07'34"W	106.16'
L22	N76°05'25"W	163.01'
L23	S85°21'38"W	284.83'
L24	S21°19'14"W	71.94'
L25	S72°29'45"W	486.90'
L26	S46°51'21"W	603.59'
L27	S32°23'15"W	527.80'
L28	S21°41'33"W	712.51'
L29	S15°14'40"W	592.75'
L30	S4°24'13"W	979.97'

Parcel Line Table		
Line #	Direction	Length
L31	S3°31'36"E	1033.02'
L32	S7°30'50"E	400.30'
L33	S0°57'08"W	215.37'
L34	S13°39'36"W	213.72'
L35	S31°20'43"W	461.45'
L36	S48°54'17"W	202.22'
L37	S62°22'03"W	251.70'
L38	S71°05'52"W	165.81'
L39	N89°13'02"W	212.60'
L40	N56°10'58"W	361.45'
L41	N48°24'16"W	139.77'
L42	N20°50'03"W	63.21'
L43	N44°58'40"W	138.13'
L44	N32°02'30"W	1724.56'
L45	N39°30'11"W	181.09'
L46	N30°27'07"W	216.25'
L47	N22°01'53"W	364.86'
L48	N6°53'44"W	577.12'
L49	N3°38'02"W	290.64'
L50	N2°39'35"E	271.29'
L51	N7°44'07"E	516.61'
L52	N12°35'36"E	1145.68'
L53	N6°53'26"E	270.18'
L54	N0°34'11"E	554.65'
L55	N13°51'42"W	439.41'
L56	N19°17'48"W	647.39'
L57	S8°42'45"W	284.39'
L58	N18°07'34"W	401.06'
L59	N17°50'43"W	160.29'
L60	N17°47'29"W	159.87'

Parcel Line Table		
Line #	Direction	Length
L61	N17°57'44"W	160.02'
L62	N17°47'23"W	159.80'
L63	N14°48'15"W	166.20'
L64	N8°39'13"W	170.37'
L65	N0°11'56"E	160.43'
L66	N0°08'02"W	159.97'
L67	N0°14'01"E	160.22'
L68	N3°06'34"E	165.72'
L69	N9°08'30"E	163.34'
L70	N9°33'02"E	158.70'
L71	N9°12'54"E	160.61'
L72	N10°25'30"E	162.09'
L73	N11°15'13"E	160.40'
L74	N13°08'25"E	163.13'
L75	N15°05'46"E	159.73'
L76	N14°07'59"E	159.43'
L77	N13°58'07"E	159.91'
L78	N14°13'52"E	159.41'
L79	N4°37'45"E	151.72'
L80	N4°55'17"E	160.21'
L81	N1°17'18"E	152.16'
L82	N3°03'28"W	159.55'
L83	N3°58'49"W	154.65'
L84	N7°51'42"W	159.72'
L85	N7°47'12"W	160.54'
L86	N3°58'23"W	162.11'
L87	N15°23'47"W	151.10'
L88	N14°55'43"W	157.77'
L89	N28°19'48"W	149.11'
L90	N30°59'19"W	147.06'

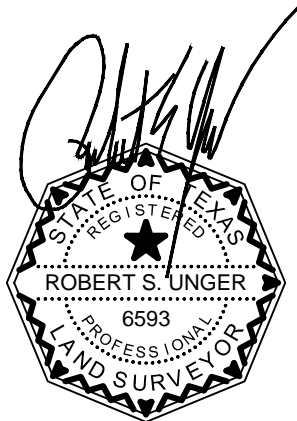


EXHIBIT
 45.78 ACRE PARCEL
 HIDALGO COUNTY, TX
 07/30/20
 JOB NO. 20045
 PAGE 12 OF 13
 NOT TO SCALE
 \SURVEY\LEGAL\20045L01.DWG

Parcel Line Table		
Line #	Direction	Length
L91	N40°53'48"W	159.84'
L92	N33°34'57"W	169.22'
L93	N31°30'06"W	156.56'
L94	N31°56'13"W	323.11'
L95	N31°07'45"W	159.90'
L96	N30°04'02"W	162.58'
L97	N29°46'29"W	158.95'
L98	N32°06'44"W	155.86'
L99	N34°01'43"W	159.24'
L100	N33°56'42"W	160.71'
L101	N34°38'18"W	155.84'
L102	N37°59'24"W	159.34'
L103	N42°28'02"W	152.39'
L104	N54°52'28"W	145.49'
L105	N56°56'56"W	163.79'
L106	N82°04'50"W	116.50'
L107	S74°22'08"W	147.20'
L108	S62°50'48"W	136.22'
L109	S44°28'00"W	150.65'
L110	S31°44'07"W	147.68'
L111	S22°45'44"W	151.65'
L112	S15°38'08"W	154.90'
L113	S11°33'08"W	154.36'
L114	S9°06'27"W	158.24'
L115	S7°51'23"W	159.78'
L116	S5°50'02"W	156.92'
L117	S5°12'10"W	159.76'
L118	S1°03'14"W	155.94'
L119	S1°03'31"W	160.31'
L120	S0°54'34"W	159.54'

Parcel Line Table		
Line #	Direction	Length
L121	S1°06'01"W	320.46'
L122	S2°12'43"W	161.49'
L123	S2°01'19"W	159.06'
L124	S2°29'28"W	160.24'
L125	S1°35'13"W	160.08'
L126	S2°56'46"W	163.11'
L127	S5°15'49"W	160.92'
L128	S4°22'59"W	158.28'
L129	S5°11'32"W	167.82'
L130	S17°14'46"W	164.65'
L131	S18°06'13"W	161.22'
L132	S18°49'32"W	321.44'
L133	S20°16'40"W	160.47'
L134	S15°43'54"W	150.70'
L135	S19°39'43"W	173.09'
L136	S28°10'43"W	168.16'
L137	S34°15'09"W	161.82'
L138	S36°01'46"W	151.35'
L139	S28°41'44"W	167.59'
L140	S40°55'54"W	165.15'
L141	S43°47'25"W	169.76'
L142	S55°41'24"W	166.72'
L143	S45°57'36"W	142.91'
L144	S58°08'06"W	177.35'
L145	S77°05'59"W	165.90'
L146	S67°08'25"W	148.26'
L147	S54°45'34"W	175.64'
L148	S81°25'29"W	171.34'
L149	N80°43'39"W	172.23'
L150	N85°13'48"W	135.92'

Parcel Line Table		
Line #	Direction	Length
L151	N88°57'42"W	143.12'

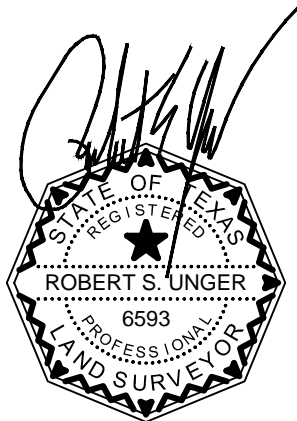


EXHIBIT
 45.78 ACRE PARCEL
 HIDALGO COUNTY, TX
 07/30/20
 JOB NO. 20045
 PAGE 13 OF 13
 NOT TO SCALE
 \SURVEY\LEGAL\20045L01.DWG

EXHIBIT B
MAINTENANCE AND OPERATION PLAN

1. DEFINITIONS. As used in this Plan, the following terms shall have the meaning as indicated:

A. The term “engineer” means a registered professional engineer licensed in any State of the United States of America.

B. The term “Project” means the bollard fence system as constructed by TGR.

C. The term “Flood Event” shall mean any event where : (1) the IBWC flood gage at Rio Grande City reaches or will likely reach a flow rate of 20,000 cfs (which triggers IBWC to issue a press release warning the public of a flood event) or another localized event which will not hit the Rio Grande City gage but is anticipated to generate 20,000 cfs of flow and triggers the USIBWC flood event release; and (2) notice is provided to TGR by the USA/USIBWC by a phone call to Greg Gentsch (at a number to be provided to the USA/USIBWC’s point of contact) and email to addresses: Tommy Fisher (Tfisher@fisherind.com); Greg Gentsch (ggentsch@fisherind.com); Tim Priebe (Tpriebe@fisherind.com); and Tad Dyer (taddyer@rgv.rr.com).

D. “FAILURE INCIDENT” is defined in Paragraph 1.P. of the Settlement and Release Agreement between the Parties.

2. MAINTENANCE. TGR agrees to maintain the Project according to these terms

A. INITIAL INSPECTION

1. **STATIONS.** Upon the approval of this Project Management Plan, TGR will designate and mark 10 Station Points, evenly spaced out along the entire stretch of the Project, to mark and record the current distance from the nearest edge of concrete of the Project to the nearest edge of the Rio Grande water surface. The measurement shall be made using a survey rod held plumb at the water’s edge and the measurement is to be taken horizontally between the rod and the concrete. The location of these Points will be used in future to take the same measurements and documentation in the same fashion each quarter. At the same time, and at each subsequent inspection, a digital photograph will be taken of the bank from the nearest edge of the Station Point concrete looking towards the Rio Grande to record the bank and vegetation conditions at that time. A second picture will also be taken from the edge of the Rio Grande toward the Project to record the condition of the structure at that time. The location of these 10 Stations Points will be used to take the same measurements and make same photographic documentation in the same fashion each quarter. An inspection form as attached hereto as Exhibit B1, the TGR Mission Fence Inspection Form, will be used by TGR to document the inspection process and any condition that needs to be repaired or worked on at each Station area. The inspection forms and photographs will be maintained digitally by TGR or its agent for a period of ten years and will be made available for inspection by the IBWC as requested. The inspection form

will also note the last available pool elevation reported from flood gauge MADT2 (Rio Grande at Anzalduas Reservoir) nearest the time of the inspection.

2. **RAIN GAUGE.** Upon the approval of this Maintenance Plan, TGR will install a digital Rain Gauge (“Rain Gauge”) in a secure location within a mile of the Project at a station towards the middle of the fence area of the Project. This rain gauge will be monitored over the internet. An inspection of the Project will be conducted following any rain event of 6” or more in any one day.

3. **MAP.** Upon the approval of this Maintenance Plan, TGR will develop a map of the fence Project area which will identify the location of each Station, Rain Gauge, light poles, and pump station.

B. QUARTERLY INSPECTIONS.

1. TGR will perform inspections of the Project on a quarterly basis in the same manner as the Initial Inspection outlined above. Each Inspection will include a review of all structures, roads, riverbanks, drainage pipes, and all associated fence system structures for structural integrity, operational fitness, erosion, debris, and defects. Any condition that is in need of repair or work will be noted on the inspection form. Each inspection form will be reviewed by a TGR Engineer within 7 calendar days of the inspection to determine if any repair or remedial action is necessary. The inspection will utilize the TGR inspection form attached hereto as Exhibit B1. The inspection form shall also be shared with the USA/USIBWC within 14 calendar days from the date of inspection. The findings of the TGR Engineer will be shared with the USA/USIBW within 3 days of the completion of the findings by the TGR Engineer. Unless a different time frame is specifically provided herein otherwise, TGR will begin to undertake repairs as determined by its engineer or clean-up of the Project, as needed, within thirty (30) days of an inspection that reveals a condition that is in need of repair or remedial action or following any event that causes a FAILURE INCIDENT as defined herein.

C. REGULAR MAINTENANCE

1. **PROJECT STRUCTURE.** The Project structure will be maintained by TGR so that it is structurally sound in accordance with the initial design plans as depicted in Exhibit B2. Any structural defect in the Project will be examined by a TGR engineer to determine if the defect materially affects the Project’s integrity, and if so whether a repair needs to be undertaken and as well as the requirements of said repair. TGR will repair within sixty (60) days of being able to access the defect location with the proper equipment any of the following conditions to their normal state as found during an inspection:

- a) any bollard or bollard section tilting more than 6 degrees from vertical;
- b) a differential settlement of 12 inches or greater of the concrete foundation or bollards from adjacent foundation; or
- c) a crack in the concrete of greater than 3 inches in width.

2. **DEBRIS REMOVAL & VEGETATION CONTROL.** TGR shall, on at least a quarterly basis, remove debris from the fence and any area altered by TGR as part of the PROJECT. TGR shall mow and maintain the vegetation on the riverside of the fence to the same height as the vegetation of adjacent, unaltered areas.

3. **RIVERBANK.** The initial construction of the Project removed the existing vegetation cover which included invasive species. The riverbank protection continues to be restored by the installation and maintenance of natural vegetation. Vegetation control will be performed with periodic mowing to promote the preferred deep-rooted grasses that will protect the banks when the area is inundated. This will require several cycles to accomplish full establishment of the desired erosion control cover, which shall mean sufficient cover to prevent significant soil erosion into the river from rain fall events along the Project area. During the landscape establishment TGR will apply additional fertilization if needed to improve the coverage of the grasses. There will also be permissible herbicide application employed as needed to control the growth of the Carrizo Cane (see Appendix A of our Report for State of Texas requirements). Herbicide type will comply with all local ordinances, state and federal requirements, including but not limited to those of TCEQ and USACE. Erosion protection within the Project began with the eradication of the Carrizo Cane and TGR will continue to establish permanent deep-rooted grasses to prevent any significant erosion. If erosion occurs in any un-vegetated areas, it will be repaired within a reasonable time but not longer than 14 days after its discovery, in a manner that will minimize the disturbance to the existing surrounding root development. All new soil will be treated and seeded to help promote ground cover. The new roadway and bollard fence foundation are designed at a constant elevation throughout almost the entire length to minimize the concentration of large areas of runoff. The sheet flow from any rain event is directed through the fence by the cross slope of the roadway and where the foundation is higher, or the slopes tend to be steeper a gravel roadway has been installed and will be maintained. These flows will be evenly distributed onto the riverbank. In areas where erosion becomes a continuing and repeated problem such that permanent grass establishment is not effective to prevent erosion, TGR shall install rip rap or more permanent ground cover to prevent soil erosion.

4. **EROSION.** TGR shall take all reasonable efforts to prevent erosion caused by rainfall runoff. USA/USIBWC recognizes that riverbank erosion from wave action is something that is difficult to predict and prevent because it depends largely on the elevation of the water in the river, which is out of TGR's control. TGR agrees that wave caused erosion will be addressed effectively on an area-by-area basis in a timely manner. If the vertical face of a bank eroded by wave action becomes unstable, TGR shall install riprap in the specific areas necessary to stabilize a bank area.

D. EVENT RESPONSE.

1. **EVENT INSPECTION.** In addition to the TGR quarterly inspections, if a storm or rain event exceeds 6" in any one day at the TGR-installed Rain Gauge or following a Flood

Event, TGR or its local agent shall, within three calendar days or as soon as the Project area is accessible, perform an inspection of the Project area for any erosion, bank damage, structural changes and/or damage, debris on or near the bollard fence, and any issues with the Project. The inspection will utilize the TGR inspection form attached hereto as Exhibit B1. The inspection form shall be shared with the USA/USIBWC within 14 calendar days from the inspection. The inspection form shall be reviewed by TGR's engineer within 7 calendar days of the completion of the inspection to determine if any repair or remedial action is necessary. The findings of the TGR Engineer will be shared with the USA/USIBW within 3 days of the completion of the findings by the TGR Engineer.

2. REPAIRS AND MAINTENANCE. TGR shall undertake repairs of cavities formed under the fence foundation as soon as reasonably practicable to do so. TGR shall clean-up the Project as needed but not to exceed thirty (30) days from the date of an Event inspection, if needed, or within thirty (30) days after the property is accessible by necessary equipment following any catastrophic event that would prevent TGR from safely accessing the Project or obtaining sufficient work crews or materials to make any necessary repairs.

If there is failure on the U.S. riverbank, directly caused by the PROJECT, such as a wedge of the riverbank falling into the river, TGR shall perform an engineering design and repair immediately, but not to exceed sixty (60) days at its sole expense in consultation with the USIBWC. The Commission shall review and approve without delay the proposed repairs prior to their implementation.

E. ACCESS TO PROJECT AREA.

Notwithstanding a Failure Incident, TGR shall provide USA/USIBWC access to the project, upon 48-hour notice and request.

F. PLAN REVISIONS.

This Plan may be amended or revised as necessary to reflect changing conditions or practices as required to maintain the Project. The USIBWC may suggest revisions to the Plan from time to time if there is a reasonable basis for a change, but TGR is not required to implement any suggested change to this maintenance plan unless TGR agrees to implement the change. TGR will not unreasonably withhold its agreement to a reasonable suggested plan revision, but only upon a good faith disagreement to the suggested revisions which will be communicated to the USIBWC. Should TGR and USIBWC fail to agree to revisions to the maintenance plan which USIBWC believes are necessary, the process described in the Settlement Agreement regarding disputes shall be utilized.

G. OPERATION OF GATE(S).

1. GENERALLY. All gates in the Project now in existence or added hereafter, will be maintained as operational and functional gates capable of being opened for its intended purpose.

2. PUMP HOUSE GATE. The Pump House Gate (located at approximately at 26° 09' 44.26" North; 98° 20' 56.07" West), is for the use with the adjoining farm land, and will be opened and closed as needed when the pump station is used for the farm land. The Pump House Gate will also be used as part of Storm Preparation activities included in this Plan.

3. STORM PREPARATION. All Gates, including the Pump House Gate, will be opened within 12 hours of TGR being given notice of a Flood Event as defined in this Plan. The Gates will remain open until the Flood Event has passed and the Gates can be closed safely.

EXHIBIT B1
TGR MISSION FENCE INSPECTION FORM

Date: _____	Inspection performed by: _____
Type of Inspection: <input type="checkbox"/> Quarterly <input type="checkbox"/> Rain Event. Rain Amount TGR Gauge in last 24 hrs: _____ inches	
MDT2 Flood Gauge data from NWS: Date: _____, Pool Elevation: _____	

TGR STATION 1: Two Pictures Taken: Yes No. Why Not: _____
Distance from concrete to river edge: _____
Bank Condition: New Erosion seen: No Yes. Describe: _____
Additional Maintenance Needed: No Yes. What: _____
Condition of Structure:
Concrete spalling seen: No Yes. Describe: _____
Bollards any defect noted: : No Yes. Describe: _____
Any Other Conditions to Note: _____

TGR STATION 2: Two Pictures Taken: Yes No. Why Not: _____
Distance from concrete to river edge: _____
Bank Condition: New Erosion seen: No Yes. Describe: _____
Additional Maintenance Needed: No Yes. What: _____
Condition of Structure:
Concrete spalling seen: No Yes. Describe: _____
Bollards any defect noted: : No Yes. Describe: _____
Any Other Conditions to Note: _____

TGR STATION 3: Two Pictures Taken: Yes No. Why Not: _____
Distance from concrete to river edge: _____
Bank Condition: New Erosion seen: No Yes. Describe: _____
Additional Maintenance Needed: No Yes. What: _____
Condition of Structure:
Concrete spalling seen: No Yes. Describe: _____
Bollards any defect noted: : No Yes. Describe: _____
Any Other Conditions to Note: _____

TGR STATION 4: Two Pictures Taken: Yes No. Why Not: _____
Distance from concrete to river edge: _____
Bank Condition: New Erosion seen: No Yes. Describe: _____
Additional Maintenance Needed: No Yes. What: _____
Condition of Structure:
Concrete spalling seen: No Yes. Describe: _____
Bollards any defect noted: : No Yes. Describe: _____
Any Other Conditions to Note: _____

TGR STATION 5: Two Pictures Taken: Yes No. Why Not: _____
Distance from concrete to river edge: _____
Bank Condition: New Erosion seen: No Yes. Describe: _____
Additional Maintenance Needed: No Yes. What: _____
Condition of Structure:
Concrete spalling seen: No Yes. Describe: _____
Bollards any defect noted: : No Yes. Describe: _____
Any Other Conditions to Note: _____

TGR STATION 6: Two Pictures Taken: Yes No. Why Not: _____
Distance from concrete to river edge: _____
Bank Condition: New Erosion seen: No Yes. Describe: _____
Additional Maintenance Needed: No Yes. What: _____
Condition of Structure:
Concrete spalling seen: No Yes. Describe: _____
Bollards any defect noted: : No Yes. Describe: _____
Any Other Conditions to Note: _____

TGR STATION 7: Two Pictures Taken: Yes No. Why Not: _____
Distance from concrete to river edge: _____
Bank Condition: New Erosion seen: No Yes. Describe: _____
Additional Maintenance Needed: No Yes. What: _____
Condition of Structure:
Concrete spalling seen: No Yes. Describe: _____
Bollards any defect noted: : No Yes. Describe: _____
Any Other Conditions to Note: _____

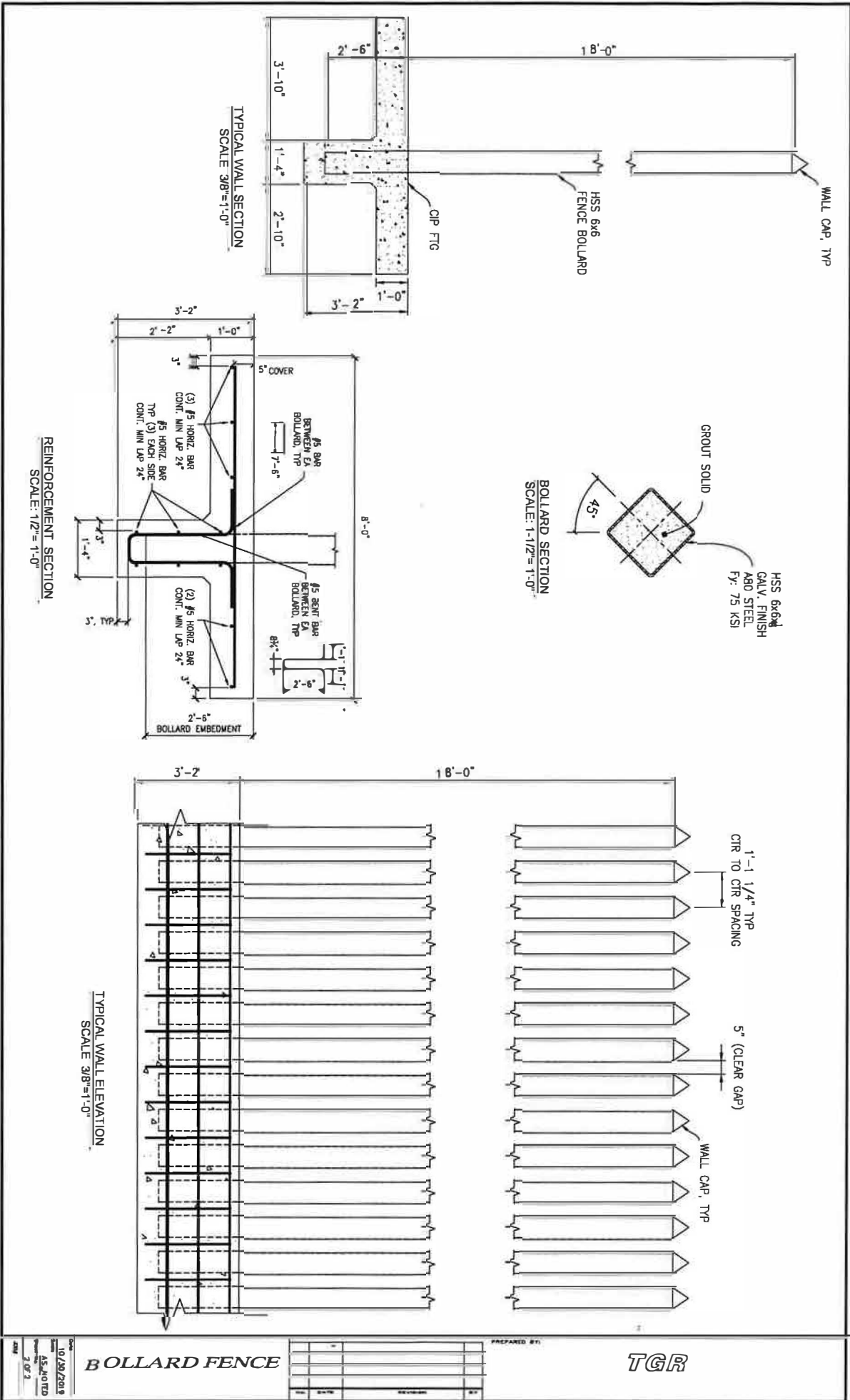
TGR STATION 8: Two Pictures Taken: Yes No. Why Not: _____
Distance from concrete to river edge: _____
Bank Condition: New Erosion seen: No Yes. Describe: _____
Additional Maintenance Needed: No Yes. What: _____
Condition of Structure:
Concrete spalling seen: No Yes. Describe: _____
Bollards any defect noted: : No Yes. Describe: _____
Any Other Conditions to Note: _____

TGR STATION 9: Two Pictures Taken: Yes No. Why Not: _____
Distance from concrete to river edge: _____
Bank Condition: New Erosion seen: No Yes. Describe: _____
Additional Maintenance Needed: No Yes. What: _____
Condition of Structure:
Concrete spalling seen: No Yes. Describe: _____
Bollards any defect noted: : No Yes. Describe: _____
Any Other Conditions to Note: _____

TGR STATION 10: Two Pictures Taken: Yes No. Why Not: _____
Distance from concrete to river edge: _____
Bank Condition: New Erosion seen: No Yes. Describe: _____
Additional Maintenance Needed: No Yes. What: _____
Condition of Structure:
Concrete spalling seen: No Yes. Describe: _____
Bollards any defect noted: : No Yes. Describe: _____
Any Other Conditions to Note: _____

DEBRIS (Note any DEBRIS that needs to be removed by describing where it is located and what it is):

OTHER NOTES (Any other condition that needs attention, please describe):



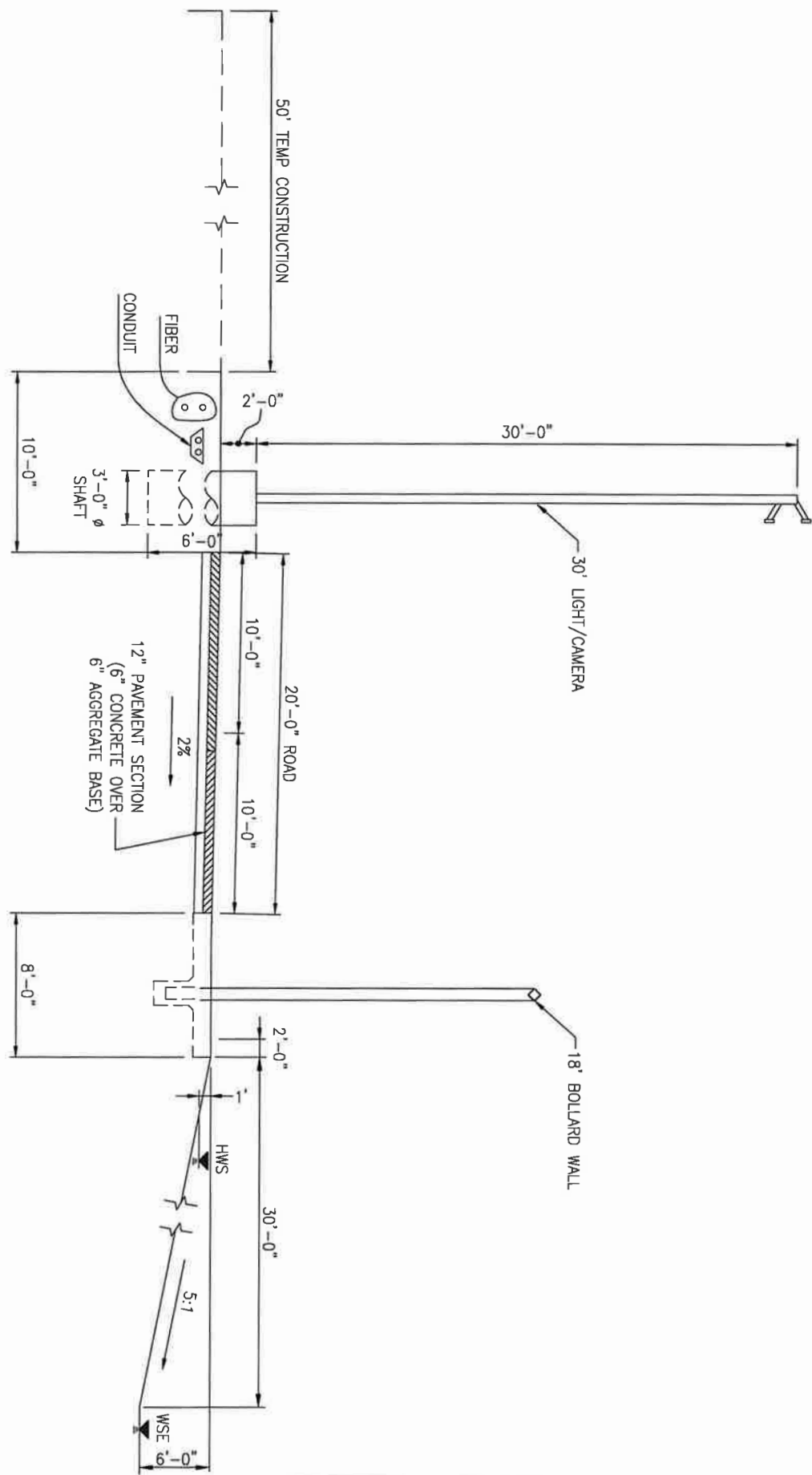
10/19/2018
 AS/ATD
 2.0' 2

BOLLARD FENCE

NO.	DATE	REVISION

PREPARED BY:

TGR



TYPICAL SYSTEM CROSS SECTION
SCALE 3/16"=1'-0"

DATE: 10/29/2019
 DRAWN BY: AS, NOTED
 CHECKED BY: GF 2

SYSTEM CROSS SECTION

NO.	DATE	REVISION	BY

PREPARED BY:

TGR



EXHIBIT C

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

MAINTENANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we

, as principal (the "Principal"),
and Liberty Mutual Insurance Company, a Massachusetts stock insurance company, as surety (the "Surety"), are
held and firmly bound unto

, as obligee (the "Obligee"),
in the penal sum of

Dollars (\$) _____,

for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a contract (the
"Contract") with the Obligee for

which contract is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the
Obligee any defect which may develop during a period of _____ year(s) from the date of completion and
acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior
materials or workmanship, then this obligation shall be null and void; otherwise it shall be and remain in full force
and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

- 1. Obligee shall provide both Principal and Surety with written notice of the discovery (Notice of Discovery) of
any item of defective or inferior materials or workmanship during the covered period (a "Covered Item").
Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand
upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of
the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to
the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the
above address.
3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1) year
(or such lesser time period as otherwise permitted by relevant law) from the date of Obligee's discovery of
a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum period of
limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of this _____ day of _____, 20_____.

WITNESS / ATTEST:

_____ (Principal)
By: _____ (Seal)
Name:
Title:

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____ (Seal)
Attorney-in-Fact