

# REQUEST FOR PROPOSALS

## 1.0 GENERAL INFORMATION FOR BIDDERS

### 1.1 Purpose and Intent:

This Request for Proposal (RFP) is issued by the County of Zapata, Texas. The purpose of this RFP is to solicit proposals from qualified bidders to operate, maintain, promote and manage the Club House and to provide guidance to a ground crew at the Zapata County-owned, Los Ebanos Golf Course ("Golf Course Property") located in the unincorporated town of Zapata in Zapata County, Texas.

The County is seeking an Operator of the Club House that has experience and knowledge in operating Club Houses and has general experience in golf course grounds consulting, is financially stable, and shows strength in customer service acquisition, retention and employee performance. The winning bidder may enter into an Operating Agreement with the County for up to five (5) years .

As consideration for entering into the initial Operating Agreement, the successful bidder shall propose to pay the County not less than an annual amount of Twelve Thousand Dollars and Zero Cents (\$12,000.00).

It is the goal of the County to continue the safe and efficient operation of the Golf Course Property. Thus, the County intends to enter into an agreement with a capable Operator that will both operate the Club House at the Golf Course Property and provide guidance to develop the Golf Course Property in accordance with Federal, State, County, and local laws and the terms set forth in an Operating Agreement. Specifically, the County expects that the Operator will operate all aspects of the Golf Course property consistent with a Texas Parks and Wildlife (TPWD) Grant project numbered as follows:

TPWD: CA 0002086

Project Number: 000515

Project Name: Golf Course and Nature Park Project

Any conflict that may arise in the operations of the Golf Course Property and the Golf Course and Nature Park shall be resolved in favor of the Golf Course and Nature Park Project.

The successful bidder will have daily control of the Club House at the Golf Course Property and will be responsible for providing guidance to the County and its staff for its full-time operation, and its physical and commercial development. All bidders shall submit as part of their bid proposals an Operational Management Plan, setting out how they propose to operate, promote, manage, develop and improve the Club House Operations and Golf Course Property.

The winning bidder will be the qualified, experienced Bidder whose proposal is most responsive to the County's goal and whose plan provides a realistic means of generating a sufficient annual

revenue stream to provide an incentive for the Operator to undertake the operations at the Golf Course Property without compensation from the County. The intent of this RFP is to award a contract, in the form of an Operating Agreement consisting of a Term of five (5) whose bid conforms to the requirements of this RFP and is most advantageous to the County, price and other factors considered.

## **1.2 Background :**

The County, acting through the Office of the County Judge, the chief administrative office of a Texas County, acting pursuant to an Order adopted by the Zapata County Commissioners Court, is requesting proposals for the operation of the County-owned Los Ebanos Golf Course located in the unincorporated town of Zapata in Zapata County, Texas.

Los Ebanos is a 10-hole, 2964 - yard, public golf course with a driving range. It is located at 701 Lincoln Street Zapata County, Texas. It is laid out in a pasture of rolling hills. According to GolfTexas.Com “this picturesque golf course provides a little bit of everything. Valleys, trees and water hazards provide challenging shots.” The entire Golf Course Property consists of approximately 122.81 acres as shown in a warranty deed with vendor’s lien attached, hereto and incorporated by reference as Exhibit A. As the deed reflects, the Golf Course Property is subject to a number of easements, with the actual playing course encompassing about 122 acres. The Golf Course Property is located at Share 2 & 3 Por 36 122.381 acres Zapata, Texas 78706 on the Tax Appraisal Map of Zapata, Zapata County, Texas.

The County of Zapata purchased the Los Ebanos Golf Course December 17, 2021 with a grant from the State of Texas, Parks and Wildlife Department Parks Acquisition Program. Since 2022 through February of 2023, the County has maintained, with county personnel, the physical grounds, the infrastructure, roadways, paths and buildings, including the Club House, on the Golf Course and licensed Andres Omar Gonzalez, a private operator to operate the various “concessions” at the facility and to provide consulting services regarding maintenance of the grounds to the county crew.

The current Operator continues to operate Los Ebanos as a public golf course through an oral understanding with the County and pays rent to operate the food and beverage and other concessions at the Club House from the County.

### **1.2.1 Excluded Parcel:**

Lease to Drilling Equipment Business:

There is a parcel of land adjacent to the golf course that is owned by the county but currently leased to Merit Energy. That property is not currently part of the RFP but may become so at the termination of the current lease agreement.

### **1.2.2 Structures and Facilities:**

There are a number of buildings or structures on the Golf Course Property, including a Club House. Some of these may be a patio, attached cart storage building, pump house, maintenance facility, pole barns, sheds other structures and storage buildings.

The Club House is a one-story cement block building and is in fair condition. It contains a pro shop, small office area, and locker rooms. The building is heated by forced warm air heaters and has air conditioning. Attached to the Club House is a cart storage building that is in fair condition.

Located near the maintenance complex is the pump house building that houses the irrigation pumps and pump controls.

### **1.2.3 Description of Golf Course Property, Proposed Golf Course Maintenance and Operations During Term:**

During the proposed five (5) years of future operations, the County through its employees will continue to be responsible for the renovation and restoration of the recently acquired property Golf Course Property, including but not limited to, the greens, tees, fairways, bunkers, water hazards and cart paths. The County will commit two employees daily to the effort. The maintenance standards will reflect programs and procedures that maintains a golf course experience similar to golf course experiences within a sixty (60) mile range as well as enhancing and protecting the environment and the Golf Course Property, provided, however, the expenditures for the maintenance and improvements are limited to those amounts allocated for such purposes in the annual budget adopted by the Commissioners Court of the County of Zapata.

### **1.2.4 Driving Range:**

The Driving Range is located across from the Club House and is accessible from the parking lot across an access path.

### **1.2.5 Irrigation System:**

The County will be responsible for the repair, maintenance and installation of all components for the irrigation system.

### **1.2.6 Water:**

The County will be responsible for supplying water for the maintenance and the operation of the golf course.

### **1.2.7 Electricity:**

The Operator shall be required to pay all clubhouse electricity expenses.

### **1.2.8 Operator's Required Services:**

During the term of the Operating Agreement, Operator shall manage the day-to-day operations of the Club House and golf course, including, but not limited to, handling the collection and deposit of all money, hiring and supervision of all employees, and purchasing of all goods and services

consistent with the operation of a public golf facility. Operator also shall be responsible for handling disputes with third parties, collecting and paying appropriate taxes, obtaining all appropriate permits, and providing accountability to the County for its activities.

A. Alcoholic Beverages/ State of Texas Permit

i. The Operator shall not allow customers and visitors to bring alcoholic beverages onto the Golf Course Property.

ii. A Liquor License is NOT included as part of the Request for Proposal or the Operating Agreement. However, the Golf Course Property/Club House does include structures or facilities to support the service of food and alcoholic beverages.

iii. The Operator shall be allowed to secure a Permit from the Texas Alcoholic and Beverage Commission, for the service and consumption of alcoholic beverages in the Club House and mobile food/beverage cart. Because the Golf Course Property is county-owned land, the successful bidder must obtain the license from the Texas Alcoholic and Beverage Commission. Accordingly, the successful bidder must submit plans and obtain the County's prior written approval of the facilities and locations that will be utilized for the service and consumption of alcoholic beverages and food on the Golf Course Property.

iv. Nothing in the Request for Proposal or any of the attachments hereto shall be construed as a guarantee that the successful bidder shall obtain the County's written approval. The successful bidder is still expected to perform under this Request for Proposal regardless of its ability to obtain the County's written consent. Failure to obtain a liquor license does not negate or void this Request for Proposal or the resulting Operating Agreement in any way and the successful bidder shall be expected to perform under the Operating Agreement.

v. If the Operator obtains written approval from the County, it will be required to directly provide the services at the Golf Course Property. The County will not permit the Operator to subcontract the alcoholic beverage service on the Golf Course Property. Consumption of alcoholic beverages on the Golf Course Property provided by any entity other than the Operator is prohibited and shall be a material breach of the Operating Agreement subject to suspension or termination in accordance with the Operating Agreement.

B. Food and Non-Alcoholic Beverages:

Operator shall be permitted to offer for sale prepared food, snacks, candy and nonalcoholic beverages from the Club House, patio and a mobile food/beverage cart.

C. Fees and Memberships:

All proposed fees for public admission to the Golf Course Property, including greens fees, membership fees, or any other fees associated with access to, and use of, the Golf Course Property

shall be submitted to County in writing and approved by County in writing before such fees become effective. When submitting proposed fees to County, Operator shall be required to show that the proposed fees are comparable to fees charged by similar public golf courses within sixty (60) miles.

**D. Reservations Systems and Tournaments:**

All reservations systems and tournament procedures established by Operator are subject to the review and approval of County.

**1.2.9 Personal Property, Equipment, Golf Carts and Pro Shop**

A. Operator shall be responsible for providing and maintaining all equipment, supplies and golf carts necessary for the successful management and operation of the golf course. The County does not own any golf equipment or golf carts. The Operator shall be responsible for providing all equipment, supplies and golf carts necessary to operate the Golf Course Property. County acknowledges that Operator may in the ordinary course of its business possibly enter into leases for equipment used for the operation of Operator's business at the Golf Course Property. Operator shall provide County with at least five (5) business days prior written notice of the material terms and conditions of any such equipment leases prior to entering into same.

B. Operator may operate a Pro Shop on the Golf Course Property.

Sales at the Pro Shop may include, but are not limited to, merchandise, golf equipment, golf cart and equipment rentals. The County does not own any of the pro shop inventory, point of sales devices or display cases. The Operator shall be responsible for acquiring any and all equipment, supplies and inventory necessary to operate the Pro Shop.

**1.2.10 Capital Improvements:**

County will provide in the Five (5) year term of operations, to the successful bidder, the following Capital Improvements on the Golf Course Property prior to the expiration of the Five (5) Year Term: None

**1.3 Signage:**

With advance County approval of location, size, material and design, in writing, the Operator may place signs on County property across from the entrance to the Golf Course Property and place such permanent and semi-permanent signs as detailed in the Operator's bid and at Operator's sole expense.

**1.4 Maintenance, Repair and Utilities**

A. County shall be solely responsible for the maintenance of the Golf Course Property and buildings, structures, and improvements thereon, including structural repairs, the installation and repair of all utility systems, the cost of all utility services, and the irrigation system, including all of the equipment and components of the system, including sprinkler heads and pumps.

B. County shall, at its sole discretion, cost and expense, keep and maintain the Golf Course Property, including any improvements constructed or located thereon in good repair and condition and shall make all structural, nonstructural, ordinary repairs of every kind which may be required to be made upon or in connection with the Golf Course Property, and any improvements thereon to keep and maintain the Golf Course Property in good repair and condition.

C. County shall maintain the golf course greens consistent with good conservation water usage practices and within the limits imposed by the water needs of the residents of the County of Zapata and water restrictions dictated by drought conditions.

D. The County shall, at its sole discretion, cost and expense, install, maintain, repair, and replace utility systems and be responsible and pay for the following:

- i. Water services
- ii. Sewer and septic services to Golf Course Property.

E. County shall keep the Golf Course Property free of trash and be responsible for the collection, disposal, and recycling of all garbage, rubbish, and other waste from the Golf Course Property. Operator shall participate in and comply with all recycling programs in effect for the County and municipality in which the Golf Course Property is located.

F. County shall maintain the turf for playing conditions. Turf maintenance shall include, but not be limited to, the following: general cleanliness; landscaping; mowing/trimming; irrigation within the limits of the Water Use Restrictions as adopted by County; fertilization; general erosion repairs; and other related tasks necessary to maintain acceptable playing conditions on the golf course.

G. Operator shall not make or allow any physical change in the natural condition of the Golf Course Property, including, but not limited to, the cutting or removal of trees or shrubs, digging of water and sand traps, without first submitting plans and specifications therefore to County and obtaining County's prior written approval thereof. County's approval shall not relieve Operator of its obligation to obtain and maintain all licenses, permits, and approvals required by the appropriate Federal and/or County governmental agency having jurisdiction over the activity to be undertaken.

H. Operator shall provide advice to County regarding turf cultivation and best practices for the grounds as established by national and state golf associations, and County shall attempt to maintain turf cultivation and management practices, consistent with State and County annual budgetary allocations.

I. Operator shall be responsible for and shall ensure that all golf course patrons, suboperators, licensees, and permittees are satisfying all obligations to maintain, and repair areas occupied by them as required by any sub-operating agreement or other applicable instrument.

J. Operator shall be responsible and pay for the following:

- i. telephone and communications services on Golf Course Property.

- ii. electric utility service on Golf Course Property.
- iii. natural gas, propane, and oil services on Golf Course,
- iv. heating/air conditioning services on Golf Course Property.

**1.5 Emergency Closures:**

Access to the Golf Course Property may be restricted during the normal Gulf of Mexico Hurricane season of June 1 through November 30 as storms may force the closure of the Golf Course Property. In addition, the Golf Course Property may be closed due to other County Emergencies. If the Golf Course Property is closed, whether for a County Emergency or storm, or for any other reason, including a County Shutdown, the County shall not be and is not responsible for any damages resulting from such closures or for any storm damage to Operator's personal property. The County is not responsible for ensuring the roads are passable or open to the Operator. The County is not responsible for damages resulting from reductions or disruptions of any utilities (electric, water, wastewater, etc.) due to weather, vandalism, terrorism, or similar exigent circumstances.

**1.6 Improvements:**

Operator shall not enter into any contract for or commence any restoration, preservation, renovation, or improvement project including, but not limited to, capital improvement projects, the construction or placement of any non-permanent building, structure, or utility or any change in the natural condition of the Golf Course Property (collectively "Improvements") without first submitting to County, and obtaining County's prior written approval of, an Improvement Plan for the proposed Improvement. The Improvement Plan shall include but not be limited to:

- (a) a description (including plans and specifications when deemed appropriate by County) of each improvement,
- (b) a schedule for initiation and completion of each improvement,
- (c) a statement whether each Improvement will be performed by Operator or an independent contractor, and
- (d) additional information that County may reasonably be required to determine whether to approve the proposed Improvement.

**1.7 Revenue, Audits:**

The successful bidder shall be required to deposit all revenue (cash, checks, credit card payments, etc.) into a single bank account, maintained at a bank located within the County of Zapata and maintained solely for the Golf Course Property activities, and through which all financial transactions (including but not limited to deposits, withdrawals, and purchases) must pass. The successful bidder will be required to provide yearly audited Financial Statements conforming to generally accepted accounting principles provided with the audit report of an Independent Certified Public Accounting Firm stating the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with

the applicable financial reporting framework. The opinion must not be a qualified opinion and an adverse opinion will not be accepted. Financial Statement compilations, financial statement reviews, or any other lower level of financial statements shall not be accepted in lieu of liability insurance policy and audit.

**1.8 Insurance:**

Operator shall purchase and maintain at a minimum the following insurance during the term of this agreement:

A. Worker's Compensation coverage as required by law, including Employer's Liability Insurance of not less than: Bodily Injury by Accident \$100,000.00 Each Accident Bodily Injury by Disease \$100,000.00 Each Employee Bodily Injury by Disease \$500,000.00 Policy Limit

B. Commercial General Liability Insurance with a Combined Single Limit of Liability of not less than: General Aggregate \$2,000,000.00 Products and Completed Operations Aggregate \$1,000,000.00 Personal Injury Each Person \$1,000,000.00 Advertising Injury Each Person Limit \$1,000,000.00 Each Occurrence Limit \$1,000,000.00

C. Commercial Automobile Insurance for owned autos, hired and non-owned automobiles with a combined single limit of not less than One Million Dollars (\$1,000,000.00) each person.

D. Commercial Umbrella Insurance providing excess liability over primary coverage of Employer's Liability Commercial General Liability, and Commercial Automobile 7 Liability limits of not less than One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) in the aggregate.

**1.9 Indemnity:**

Operator shall during the term of operation, indemnify County from any and all suits, actions, claims, losses, or damages of any character and upon notice to operator by County must defend with counsel approved by County at Operators own expense, any action or suit brought against County arising out of the operations during the term.

**1.10 Key Events:**

The winning bidder shall meet with the Commissioners and Judge of the County of Zapata within seven (7) days of the proposal award. The winning bidder should be prepared to assume operation of the Golf Course Property not later than April 27, 2023.

**1.11 Questions and Inquiries:**

The County will accept questions and inquiries from all potential bidders. No oral communication is permitted. Questions shall be submitted in writing only, via mail or email, to the County at the following address:

Hon. Joseph Rathmell, Zapata County Judge  
200 East 7th Avenue, Ste. 115  
Zapata, Texas 78076



### **1.12 Submission Cut-Off Date:**

The cut-off date for the submission of questions will be the date of the Pre-Bid Meeting and Site Visit ("Meeting"), if one is held. While all questions will be entertained at the Meeting, it is strongly urged that questions be submitted in writing prior to the Meeting. Written questions must be delivered to the Office of the County Judge of Zapata County at the above address. It is requested that bidders with long, complex, or multiple-part questions submit them in writing as far in advance as possible, in order for the County to prepare answers by the time of the Meeting.

### **1.13. Question Protocol:**

Questions should be submitted in writing to the attention of:

Hon. Joseph Rathmell  
Zapata County Judge  
200 East 7th Avenue, Ste. 115  
Zapata, Texas 78076

Written questions should be directly tied to the RFP. Questions should be asked in consecutive order, from beginning to end, following the organization of this RFP. Each question should begin by referencing the RFP page number and section number to which it relates. Brief procedural inquiries may be accepted over the telephone by the Office of Leases and Concessions. However, oral explanations or instructions given over the phone shall not be binding upon the County. Bidders shall not contact the Golf Course, the Parks and Recreation or any other branch of the County directly, in person or by telephone, concerning this RFP.

### **1.14 Additional Information and Revisions to the RFP:**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

- A. Any addendum issued before the Meeting will be posted on the Zapata County Website: <http://www.co.zapata.tx.us>.
- B. Any addendum issued at the time of or after the Meeting will be distributed only to those bidders who attended and properly registered at the Meeting.

#### **1.14.1 Addendum as Part of the RFP:**

Any addendum to this RFP shall become part of this RFP.

#### **1.14.2 Issuing Office:**

This RFP is issued by the Commissioners Court of Zapata County acting through its chief administrative officer, the county Judge, the Honorable Joseph Rathmell. The Office of the County Judge is the sole point of contact between the bidder and the County for purposes of this RFP.

**1.15 Bidder Responsibility:**

The bidder assumes sole responsibility for the complete effort required by this RFP. No special consideration shall be given after proposals are opened because of a bidder's failure to be knowledgeable of and about all the requirements of the RFP. By submitting a proposal in response to this RFP, each bidder represents that it has satisfied itself.

**1.16 Cost Liability:**

The County assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submission of bid proposals in response to this RFP. Furthermore, the County does not warrant or guarantee any current or future revenues that may be generated from the operation of the Golf Course Property.

**1.17 Contents of Bid Proposal:**

The entire content of every proposal that is opened and read shall become a public record, notwithstanding any statement to the contrary made by a bidder in its proposal. As public records, all proposals are available for public inspection. Interested parties may schedule an appointment with the Office of the County Judge to inspect proposals received in response to this RFP and may also make records request pursuant to the Open Records Act.

**1.18 Price Alteration:**

Bid prices must be typed or written in ink. Any price change, including "white-outs," must be initialed. Failure to place initials on a price change may preclude an award from being made to a bidder.

**1.19. Bid and Performance Security:**

Neither bid nor performance security is required.

**1.20 Joint Venture:**

If a joint venture is submitting a bid, the agreement between the parties relating to said joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal.

**1.21 Causes for Rejection:**

In addition to the reasons for rejection of bid proposals mentioned throughout this RFP, proposals shall be rejected for any or all of the following reasons:

- a. The County reserves the right to reject, in its sole discretion, any or all bid proposals at any point in the Proposal Evaluation and Selection Process.
- b. The bidder is not authorized to do business in the State of Texas,
- c. The County has determined there is an actual or perceived conflict of interest,
- d. Bidder has failed to include any required information with the submittal,

- e. Bidder has failed to disclose a potential conflict of interest,
- f. The County has determined there are false or misleading statements in the submittal,
- g. Bidder has not provided a valid State of Texas Business Certificate of Business Registration,
- h. The proposal is not responsive to the RFP,
- i. The Bidders monetary proposal does not meet the minimum monetary proposal required.
- j. The County has determined that Bidders proposed modification and / or changes are considered to be inconsistent with the purposes of the Request for Proposal and the Operating Agreement.

## **2.0. DEFINITIONS**

The following definitions shall be part of any agreement executed as a result of this RFP:

- a. "Bidder" shall mean an individual or business organization that submits a proposal in response to this Request for Proposal.
- b. "Capital Improvement" shall mean the addition of a permanent structural change or the restoration of some aspect of a property that will either enhance the property's overall value, increase its useful life or adapt it to new uses.
- c. "Club House" a building at the Los Ebanos Golf Course.
- d. "Commissioners Court" shall mean the Commissioners Court of Zapata County, Texas.
- e. "County" shall mean the County of Zapata, Texas.
- f. "County Judge" shall mean the County Judge of Zapata County, Texas.
- g. "Golf Course Property" or "Los Ebanos" shall mean the Los Ebanos Golf Course, as shown on the map attached hereto as Exhibit A.
- h. "Meeting" shall mean the Mandatory Pre-Bid Meeting and Site Visit.
- i. "Office" shall mean the Office of the County Judge of Zapata County.
- j. "Operating Agreement" shall mean the written agreement resulting from this Request for Proposal executed by the County of Zapata and the winning bidder.
- k. "Operational Management Plan" shall mean a detailed business plan submitted by each bidder in response to this RFP that details its proposal for operating, managing, and developing the Golf Course Property in accordance with the State's goal.
- l. "Operator" shall mean the winning bidder to this Request for Proposal that enters into an Operating Agreement with the County of Zapata.

m. "Personal property" shall mean equipment, mowers, tractors, golf carts, golf equipment, Pro Shop Merchandise (including but not limited to golf supplies, equipment and apparel) and any other personal property necessary for the maintenance, management and operation of the Golf Course Property in accordance with this RFP and the Operating Agreement, placed or used on the Golf Course Property by Operator that are not attached to and/or physically incorporated into the Golf Course Property, Pro Shop and/or Club House.

n. "Parks and Wildlife Department" means the Parks and Wildlife Department of the State of Texas.

o. "Request for Proposal (RFP)" shall refer to this document, which establishes the bidding requirement and solicits proposals to meet the needs of the County for operation and management of the Los Ebanos Golf Course.

p. "Routine maintenance and repairs" shall mean those planned work activities that reoccur on a periodic cycle to sustain the useful life of an item and those work activities undertaken to restore damaged or worn-out items to a fully functioning operating condition.

q. "State" shall mean the State of Texas.

### **3.0 SCOPE OF WORK :**

The County seeks to enter into a Five (5) year Operating Agreement with a corporation, private individual or entity that will perform the services set forth in the RFP and Operating Agreement. Bidders should refer to this RFP. As consideration for entering into and performing under the Operating Agreement, Bidders shall propose to pay the County a minimum annual rental amount of not less than Twelve Thousand Dollars (\$12,000.00).

### **3.1 Required Services:**

The successful bidder agrees to operate the Club House and provide guidance to the County and its ground crew at the Golf Course Property in the manner set forth in the RFP, the Operator's Bid Proposal submitted in response to this RFP and perform the services set forth in the Operating Agreement.

## **4.0 PROPOSAL PREPARATION & SUBMISSION**

### **4.1 General Information**

The bidder must strictly follow the instructions contained in this RFP in preparing and submitting its proposal. The bidder is advised to thoroughly read and follow all instructions. The information required for submission in response to this RFP has been determined to be essential in the proposal evaluation and bidding award process. Any qualifying statements made by the bidder as to the RFP's requirements may result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, processes, and procedures are revealed. However, each bidder is cautioned that insufficient detail may result in a determination that the proposal is materially non-responsive or, alternatively, may result in a low technical score being given to the proposal.

## **4.2 Proposal Delivery and Identification**

In order to be considered, a proposal responding to this RFP must arrive at the Office no later than 8:30am on March 27, 2023. All bidders submitting proposals are advised to allow adequate delivery time to ensure punctual delivery of proposals by the date and time set forth herein. Late proposals shall be ineligible for consideration. The exterior of all proposal packages must be labeled with "Los Ebanos Golf Course", the Bid Due Date, and the Bidder's Name. The Office address is:

Hon. Joseph Rathmell  
Office of the County Judge  
200 East 7<sup>th</sup> Avenue, Ste. 115  
Zapata, Texas 78076

## **4.3 Number of Bid Proposal Copies:**

Each bidder must submit one (1) complete original bid proposal that clearly has been marked as the "ORIGINAL" bid proposal. Each bidder also must submit six (6) full, complete, and exact copies of the ORIGINAL. The copies are necessary in the evaluation of your bid. Bidders failing to provide the required number of copies shall be charged the cost incurred by the County in producing the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal for its own records.

## **4.4 Proposal Content**

The bid proposal should be submitted in one volume that is divided in four (4) parts as follows:

### **4.4.1 (Part 1) Names of Bidders, Contact Information**

Bidders shall include their full name, (or names, if more than one person is a bidder) their residence addresses, telephone numbers and email addresses. Each person involved in the bid process shall also provide a resume of general business experience generally and specifically as to experience and accomplishments in the operation of golf course club houses and consulting in the development of golf course properties.

### **4.4.1.2 (Part 2) Business Entity, Business Registration Reporting; Stock Ownership:**

Bidders shall describe the type of business entity that is submitting the bid (for example, Limited Liability Company, Corporation, Limited liability Partnership, Sole Proprietor etc.), and provide the County with copies of its current Articles of Formation and/or documents evidencing the existence and recognition of the Bidder by the State of Texas and local governments, and any amendments thereto. Furthermore, Bidders shall provide the County copies of its Franchise Tax Reports for the previous three years. In addition, Bidder shall provide the County with its Internal Revenue Service Employer Identification Number (EIN), as part of its bid submission.

#### **4.3 (Part 3) Operational Management and Business Development Plan**

Each Bidder shall submit a business plan for the operational and management of the Club House and the promotion and business development of the Club House and the Golf Course Property including a marketing plan to all potential golfers on all available media platforms.

#### **4.4 (Part 4) Financial Statements:**

Each Bidder shall submit a certified financial statement establishing the financial responsibility of the Bidder.

LOS EBANOS GOLF COURSE

EXHIBIT A



Zapata County  
Mary Jayne Villarreal-Bonoan  
Zapata County Clerk

Instrument Number: 186903

Real Property Recordings

WARRANTY DEED WITH VENDOR'S LI

STATE OF TEXAS  
COUNTY OF ZAPATA  
We hereby certify that this  
is a true and correct copy  
Stewart Title

By: *[Signature]*

Recorded On: December 27, 2021 10:08 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$54.00

\*\*\*\*\* 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: 186903  
Receipt Number: 20211227000003  
Recorded Date/Time: December 27, 2021 10:08 AM  
User: Lorena G  
Station: CCLERK03

Record and Return To:

STEWART TITLE COMPANY  
1016 MONACO BLVD  
LAREDO TX 78045



STATE OF TEXAS  
COUNTY OF ZAPATA

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Zapata County, Texas.

Mary Jayne Villarreal-Bonoan  
Zapata County Clerk  
Zapata County, TX

*Mary Jayne Villarreal-Bonoan*



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.

## WARRANTY DEED WITH VENDOR'S LIEN

**DATE:** December 17, 2021

**GRANTOR:** LOS EBANOS GOLF COURSE, INC.,  
A TEXAS CORPORATION

**GRANTOR'S MAILING ADDRESS:**

P. O. Box 125, Zapata  
Zapata County, Texas 78076

**GRANTEE:** ZAPATA COUNTY, TEXAS

**GRANTEES' MAILING ADDRESS:**

200 7th Avenue, Zapata  
Zapata County, Texas 78076

**CONSIDERATION:**

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the further consideration of a Real Estate Lien Note of even date that is in the principal amount of \$850,000.00 and is executed by Grantee and payable to the order of Los Ebanos Golf Course, Inc. The Note is secured by a vendor's lien retained in favor of Los Ebanos Golf Course, Inc. in this Deed and by a Deed of Trust of even date from Grantee to Robert N. Freeman, II, Trustee.

**PROPERTY (including any improvements):**

The Surface Only in and to a tract of land called to contain 122.381 acres, more or less, conveyed to Los Ebanos Golf Course, Inc., recorded in a Warranty Deed in Volume 644, Page 440, of the Official Records of Zapata County, Texas, comprised of a 31.7751 acre tract conveyed to Los Ebanos Golf Course, Inc., recorded in Volume 681, Page 65, Official Records of Zapata County, Texas, a 45.63 acre tract conveyed to Zapata Golf Association, Inc., recorded in Volume 435, Page 25, Official Records of Zapata County, Texas, a 17.8685 acre tract conveyed to Zapata Golf Association, Inc., recorded in Volume 434, Page 344, Official Records of Zapata County, Texas and a 27.1015 acre tract conveyed to Zapata Golf Association, Inc., recorded in Volume 520, Page 681, Official Records of Zapata County, Texas; LESS AND EXCEPT a 1.83 acre tract conveyed to Evaristo Gutierrez, recorded in a Warranty Deed in Volume 759, Page 511, Official Records of Zapata County, Texas and Parcel No. Z-264.4-B, Sub-Parcel 264.4, a 2.24 acre tract (2.31 acres measured) out of the Falcon Lake Reservoir, as depicted in the International Boundary and Water Commission Map L-1458-18, recorded in Volume 2, Page 154, Map Records of Zapata County, Texas and found by current field survey to contain 118.69 acres of land, more or less, situated in Parcel 36, Joaquin Cuellar Original Grantee, Abstract No. 21, Zapata County, Texas and being more particularly described by metes and bounds description on Exhibit "A" attached hereto.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

1. Any visible and apparent easement, either public or private, located on or across the land, the existence of which is not disclosed by the Public Records.
2. Terms, stipulations, reservations, easements, conditions and rights of the U.S. Government under Final Judgment in Civil Action No. 529 in the United States District Court for the Southern District of Texas.
3. Easement, Right of Way and/or Agreement by and between Jose M. Ramirez, et al. and Central Power and Light Company, by instrument dated March 22, 1950, filed March 25, 1950, recorded under Volume 64, Page 588 and under Volume 64, Page 590, Deed Records, Zapata County, Texas.
4. A perpetual easement and right of way in favor of the United States of America and right to flood intermittently and to burden same with every direct effect of such flooding, including the right of ingress, egress and regress for purposes of construction, repair, patrol, replacement operation and overall maintenance of Falcon Dam and Reservoir Project as set forth in Judgment dated July 1, 1952, recorded in Volume 72, Page 538, Deed Records of Zapata County, Texas.
5. Easement, Right of Way and/or Agreement granted to State of Texas, by instrument dated May 14, 1965, recorded in/under Volume 133, Page 98 of the Deed Records, Zapata County, Texas.
6. Easement, Right of Way and/or Agreement by and between Evaristo Gutierrez, et al. and Central Power and Light Company, by instrument dated February 8, 1965, filed March 15, 1966, recorded under Volume 135, Page 386, Deed Records, Zapata County, Texas.
7. Easement, Right of Way and/or Agreement granted to State of Texas, by instrument dated June 10, 1968, recorded in/under Volume 148, Page 159 of the Deed Records, Zapata County, Texas.
8. Terms, conditions, provisions, reservations and stipulations of Partition Agreement, by and between Maria R. Trujillo, et al., dated May 22, 1967, filed September 19, 1969, recorded under Volume 157, Page 168, Deed Records, Zapata County, Texas.
9. Easement, Right of Way and/or Agreement granted to Southern Pipeline Corporation, by instrument dated June 4, 1975, recorded in/under Volume 192, Page 420 of the Deed Records, Zapata County, Texas.
10. Easement, Right of Way and/or Agreement granted to Barth Energy Corporation, by instrument dated April 27, 1979, recorded in/under Volume 231, Page 693 of the Deed Records, Zapata County, Texas.
11. Easement, Right of Way and/or Agreement granted to Central Power and Light Company, by instrument dated June 8, 1981, recorded in/under Volume 252, Page 40 of the Deed Records, Zapata County, Texas.
12. Easement, Right of Way and/or Agreement granted to Valero Transmission Company, by instrument, recorded in/under Volume 252, Page 585 and Volume 252, Page 587 of the Deed Records, Zapata County, Texas.
13. Easement, Right of Way and/or Agreement granted to Central Power and Light Company, by instrument dated April 23, 1984, recorded in/under Volume 287, Page 837 of the Deed Records, Zapata County, Texas.

14. Easement, Right of Way and/or Agreement granted to Central Power and Light Company, by instrument dated May 28, 1986, recorded in/under Volume 339, Page 221 of the Official Records, Zapata County, Texas.
15. Easement, Right of Way and/or Agreement granted to Zapata County WCID, by instrument dated October 1, 1990, recorded in/under Volume 431, Page 715 of the Official Records, Zapata County, Texas.
16. Easement, Right of Way and/or Agreement granted to Romeo R. Ramirez, by instrument dated October 25, 1991, recorded in/under Volume 449, Page 792 of the Official Records, Zapata County, Texas.
17. Terms, conditions, provisions, reservations, easements and stipulations of Partition Agreement, by and between Filiberto Javier Trujillo, et al. and Filiberto Javier Trujillo, et al., dated May 3, 1995, filed May 5, 1995, recorded under Volume 518, Page 502, Official Records, Zapata County, Texas.
18. Subject to the terms and conditions of Right of Way Easements for ingress and egress as set out in Partition Deed dated May 3, 1995, recorded in Volume 518, Page 502, Official Records of Zapata County, Texas.
19. Easement, Right of Way and/or Agreement granted to Medina Electric Cooperative, Inc., by instrument dated July 22, 1964, recorded in/under Volume 701, Page 660 and under Volume 701, Page 670 of the Official Records, Zapata County, Texas.
20. Easement, Right of Way and/or Agreement granted to Chesapeake Operating, Inc., by instrument dated December 15, 2004, recorded in/under Volume 728, Page 111 of the Official Records, Zapata County, Texas.
21. Easement, Right of Way and/or Agreement granted to Chesapeake Operating, Inc., by instrument dated January 7, 2005, recorded in/under Volume 744, Page 56 of the Official Records, Zapata County, Texas.
22. Easement, Right of Way and/or Agreement granted to Chesapeake Operating, Inc., by instrument dated August 25, 2005, recorded in/under Volume 745, Page 707 of the Official Records, Zapata County, Texas.
23. Easement, Right of Way and/or Agreement granted to Chesapeake Operating, Inc., by instrument dated March 21, 2006, recorded in/under Volume 760, Page 684 of the Official Records, Zapata County, Texas.
24. Easement, Right of Way and/or Agreement granted to Chesapeake Operating, Inc., by instrument dated March 18, 2007, recorded in/under Volume 795, Page 197 of the Official Records, Zapata County, Texas.
25. Easement, Right of Way and/or Agreement granted to Chesapeake Operating, Inc., by instrument dated May 16, 2007, recorded in/under Volume 797, Page 183 of the Official Records, Zapata County, Texas.
26. Subject to terms and conditions of the Zapata County Water Control and Improvement District (Highway16E), recorded in Volume 399, Page 209, Volume 870, Page 467, Volume 893, Page 767 and in Volume 896, Page 156, Official Records of Zapata County, Texas.
27. Easement, Right of Way and/or Agreement granted to AEP Texas Central Company, by instrument dated March 29, 2011, recorded in/under Volume 890, Page 565 of the Official Records, Zapata County, Texas.
28. A Fifty foot (50') utility easement as shown on by survey dated December 6, 2019, by Eduardo J. Gutierrez, RPLS No. 5839.

29. Rights of tenants in possession under any recorded and unrecorded leases solely as tenants and solely with respect to space occupied by each such tenant (together with non-exclusive rights in common with other tenants in areas used by all tenants.

30. All leases, grants, exceptions or reservations of coal, lignite, oil, gas, and other minerals, together with all rights, privileges, and immunities relating thereto and appearing in the Public Records of Zapata County, Texas.

31. Liens described as part of the Consideration and any other liens described in this Deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters affecting the Property shown of record in Zapata County, Texas; all zoning laws, regulations or ordinances of municipal or other governmental authorities if any; but only to the extent they are still in effect and taxes for 2021 which Grantees assumes and agree to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both the payment of which Grantee assumes.

31. GRANTEE ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

Grantor, for the consideration above stated and subject to the reservations from and exceptions to conveyance and warranty, Grants, Sells and Conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described Real Estate Lien Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

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

GRANTOR:

LOS EBANOS GOLF COURSE, INC.,  
A TEXAS CORPORATION

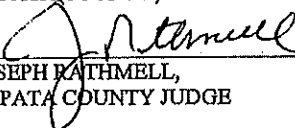
BY:

  
RENATO RAMIREZ, PRESIDENT

GRANTEE:

ZAPATA COUNTY, TEXAS

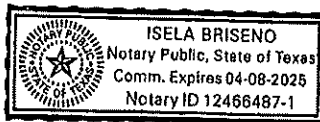
BY:

  
JOSEPH RATHMELL,  
ZAPATA COUNTY JUDGE

STATE OF TEXAS §

COUNTY OF Zapata §

This instrument was acknowledged before me on December 17, 2021 by Renato Ramirez, as President of Los Ebanos Golf Course, Inc., a Texas Corporation, on behalf of said Corporation.

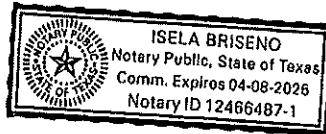


Isele Briseno  
Notary Public, State of Texas  
Commission expires: 4/08/25  
Isele Briseno  
Printed/stamped name of notary

STATE OF TEXAS §

COUNTY OF Zapata §

This instrument was acknowledged before me on ~~November~~ <sup>December</sup> 17, 2021 by Joseph Rathmell, as Zapata County Judge of Zapata County, Texas, on behalf of said County.



Isele Briseno  
Notary Public, State of Texas  
Commission expires: 4/08/25  
Isele Briseno  
Printed/stamped name of notary

EXHIBIT "A" TO WARRANTY DEED WITH VENDOR'S LIEN EXECUTED BY LOS EBANOS GOLF COURSE, INC. TO ZAPATA COUNTY, TEXAS



**LOS EBANOS GOLF COURSE**  
118.69 ACRES (122.98 ACRES DEED)  
PORCION 36, JOAQUIN CUELLAR, A-21  
ZAPATA COUNTY, TEXAS

BEING THE SAME TRACT OF LAND CALLED TO CONTAIN 122.381 ACRES, CONVEYED TO LOS EBANOS GOLF COURSE, INC., RECORDED IN A WARRANTY DEED, IN VOLUME 644, PAGES 440-444, OF THE OFFICIAL RECORDS, ZAPATA COUNTY, TEXAS, COMPRISED OF A 31.7751-ACRE TRACT CONVEYED TO LOS EBANOS GOLF COURSE, INC. RECORDED IN VOLUME 681, PAGES 65-68, OFFICIAL RECORDS, ZAPATA COUNTY, TEXAS, A 45.63-ACRE TRACT, CONVEYED TO ZAPATA GOLF ASSOCIATION, INC., RECORDED IN VOLUME 435, PAGES 25-31, OFFICIAL RECORDS, ZAPATA COUNTY, TEXAS, A 17.8685-ACRE TRACT, CONVEYED TO ZAPATA GOLF ASSOCIATION, INC., RECORDED IN VOLUME 434, PAGES 344-347, OFFICIAL RECORDS, ZAPATA COUNTY, TEXAS, AND A 27.1015-ACRE TRACT, CONVEYED TO ZAPATA GOLF ASSOCIATION, INC. RECORDED IN VOLUME 520, PAGES 681-683, OFFICIAL RECORDS, ZAPATA COUNTY, TEXAS, LESS AND EXCEPT A 1.83-ACRE TRACT, CONVEYED TO EVARISTO GUTIERREZ, RECORDED IN A WARRANTY DEED, IN VOLUME 759, PAGES 511-514, OFFICIAL RECORDS, ZAPATA COUNTY, TEXAS, AND PARCEL NO. Z-264.4-B, SUB-PARCEL 264.4, A 2.24-ACRE TRACT (2.31 ACRES MEASURED), OUT THE FALCON LAKE RESERVOIR, AS DEPICTED IN THE INTERNATIONAL BOUNDARY AND WATER COMMISSION MAP L-1458-18, RECORDED IN VOLUME 2, PAGE 154, MAP RECORDS, ZAPATA COUNTY, TEXAS, AND FOUND BY CURRENT FIELD SURVEY TO CONTAIN 118.69 ACRES OF LAND, MORE OR LESS, SITUATED IN PORCION 36, JOAQUIN CUELLAR ORIGINAL GRANTEE, ABSTRACT 21, ZAPATA COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH DIAMETER IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 10097-00" SET AT GRID COORDINATES: (X:730,091.37,Y:16,850,620.30) WHENCE A FENCE CORNER POST (BEARS S55° 15' 55"W ~ 19.46') FROM THE NORTH LINE OF OAK ST., A VARIABLE WIDTH RIGHT-OF-WAY, THE SOUTHEAST LINE OF A 48.50-ACRE TRACT, CONVEYED TO AMADOR RAMIREZ & JUAN RAMIREZ, RECORDED IN VOLUME 159, PAGES 133-135, DEED RECORDS, ZAPATA COUNTY, TEXAS, AND THE MOST WESTERLY WEST CORNER HEREOF;

THENCE N55° 15' 55"E, WITH THE SOUTHEAST LINE OF THE AFOREMENTIONED 48.50-ACRE TRACT, AT 1,734.01 FEET TO A FENCE CORNER POST ON THE EASTERLY EAST CORNER OF SAID 48.50-ACRE TRACT, AN INTERIOR CORNER HEREOF; (DEED: N55° 15' 41"E ~ 1,734.01')

THENCE N35° 30' 28"W, CONTINUING WITH FENCE AND NORTHEAST LINE OF THE AFOREMENTIONED 48.50-ACRE TRACT, AT 1,200.54 FEET TO A 5/8-INCH DIAMETER IRON ROD FOUND UNDER FENCE AT THE MOST NORTHERLY CORNER OF SAID 48.50-ACRE TRACT, THE SOUTH LINE OF A 62-ACRE TRACT, CONVEYED TO MARLOWE D. BIGLER, RECORDED IN VOLUME 180, PAGES 195-197, OF THE DEED RECORDS, ZAPATA COUNTY, TEXAS, AND THE NORTHWESTERLY NORTHWEST CORNER HEREOF; (DEED: N35° 32' 08"E ~ 1,201.03')

THENCE N54° 40' 03"E, WITH FENCE AND THE SOUTHEAST LINE OF THE AFOREMENTIONED 62-ACRE TRACT, AT 2,031.68 FEET TO A RAIL ROAD TIE FENCE CORNER POST AT THE EAST CORNER OF SAID 62-ACRE TRACT, THE SOUTH CORNER OF A.F. PIERCE SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 66, OF THE PLAT RECORDS, ZAPATA COUNTY, TEXAS, A POINT OF DEFLECTION HEREOF; (DEED: N55° 00' 08"E ~ 2,445.32')

THENCE N54° 37' 25"E, CONTINUING WITH FENCE AND THE SOUTHEAST LINE OF SAID A.F. PIERCE SUBDIVISION, AT 417.70 FEET TO A FENCE CORNER POST AT THE EAST CORNER OF SAID



A.F. PIERCE SUBDIVISION, THE SOUTHWEST LINE OF NEW TOWN ZAPATA, AS RECORDED IN VOLUME 2, PAGE 127, MAP RECORDS, ZAPATA COUNTY, TEXAS, AND THE MOST NORTHERLY NORTH CORNER HEREOF;

THENCE S35° 40' 24" E, WITH FENCE AND THE SOUTHWEST LINE OF THE AFOREMENTIONED NEW TOWN ZAPATA, AT 1,265.70 FEET TO AN X-MARK FOUND ON THE SOUTHWEST LINE OF LINCOLN STREET, A 60-FOOT WIDE RIGHT-OF-WAY, THE NORTHWEST LINE OF 6TH AVENUE, THE NORTHWEST LINE OF LOS EBANOS ROAD, A 60-FOOT WIDE RIGHT-OF-WAY, THE NORTH CORNER OF HACIENDA SAN JOAQUIN SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 134, PLAT RECORDS, ZAPATA COUNTY, TEXAS, AND THE MOST EASTERLY NORTHEAST CORNER HEREOF; (DEED: S35° 54' 20" E ~ 1,241.52')

THENCE S34° 34' 58" W, WITH THE NORTHWEST LINE OF THE AFOREMENTIONED SAN JOAQUIN SUBDIVISION, AT 180.07 FEET TO A 1/2-INCH DIAMETER IRON ROD WITH BLUE PLASTIC CAP LABELED "PCE 100097-00" SET ON THE NORTHWEST LINE OF LINE OF SAID SAN JOAQUIN SUBDIVISION, AN INTERIOR CORNER HEREOF; (DEED: S54° 21' 02" W ~ 163.09')

THENCE S09° 58' 09" W, CONTINUING WITH THE NORTHWEST LINE OF THE AFOREMENTIONED SAN JOAQUIN SUBDIVISION AT 505.25 FEET TO A FENCE CORNER POST ON THE NORTHWEST LINE OF SAID SAN JOAQUIN SUBDIVISION, AND AN EXTERIOR CORNER HEREOF; (DEED: S10° 17' 41" W ~ 524.74')

THENCE S54° 07' 31" W, (DEED: S54° 27' 03" W ~ 152.65') AT 151.72 FEET PASS AN IRON ROD FOUND UNDER FENCE AT THE WESTERLY SOUTHWEST CORNER OF SAID SAN JOAQUIN SUBDIVISION, AND THE NORTHERLY NORTH CORNER OF THE AFOREMENTIONED 1.83-ACRE TRACT, AND (DEED: S54° 15' 02" W ~ 323.00') WITH FENCE AND THE NORTHWEST LINE OF SAID 1.83-ACRE TRACT, AT 473.69 FEET TO A FENCE CORNER POST ON THE WESTERLY WEST CORNER OF SAID 1.83-ACRE TRACT, AN INTERIOR CORNER HEREOF;

THENCE S35° 07' 32" E, WITH FENCE AND THE SOUTHWEST LINE OF THE AFOREMENTIONED 1.83-ACRE TRACT, AT 246.59 FEET, TO AN IRON ROD FOUND UNDER FENCE, THE SOUTHERLY SOUTH CORNER OF SAID 1.83-ACRE TRACT, THE NORTHWEST LINE OF A 40-ACRE -TRACT, CONVEYED TO LEONARDO CUELAR, RECORDED IN VOLUME 694, PAGES 430-449, OF THE OFFICIAL RECORDS, ZAPATA COUNTY, TEXAS, AND THE SOUTHEASTERLY SOUTHEAST CORNER HEREOF; (DEED: S35° 28' 14" E ~ 247.73')

THENCE S54° 36' 06" W, WITH FENCE AND THE NORTHWEST LINE OF THE AFOREMENTIONED 40-ACRE TRACT, AT 2,153.21 FEET TO A POINT ON THE NORTHWEST LINE OF SAID 40-ACRE TRACT, EAST CORNER OF THE AFOREMENTIONED PARCEL NO. Z-264-4-B, AND THE NORTHERLY NORTH CORNER OF SUB-PARCEL 267.2.1 OF THE FALCON LAKE RESERVOIR I.B.W.C. MAP L-1458-18, RECORDED IN VOLUME 2, PAGE 154, MAP RECORDS, ZAPATA COUNTY, TEXAS, AN EXTERIOR CORNER HEREOF; (DEED: S54° 36' 35" W ~ 3,103.65')

THENCE N40° 53' 01" W, WITH THE NORTHEAST LINE OF THE AFOREMENTIONED SUB-PARCEL 264.4 AT 418.56 FEET TO A POINT ON THE NORTHERLY CORNER OF SAID SUB-PARCEL 264.4, AN INTERIOR CORNER HEREOF;

THENCE S41° 34' 59" W, WITH THE NORTHWEST LINE OF AFOREMENTIONED SUB-PARCEL 264.4 AT 285.17 FEET TO A 307-ELEVATION MARKER LABELED "35A-245" FOUND ON THE WESTERLY CORNER OF SAID SUB-PARCEL 264.4, AN INTERIOR CORNER HEREOF;

**PREMIER**  
LAND SURVEYING

PREMIER-LS.COM

THENCE S48° 46' 01"E, AT 862.22 FEET TO A POINT ON THE SOUTHERLY CORNER OF SAID SUB-PARCEL 264.4, THE NORTHWEST LINE OF SAID 40-ACRE TRACT, THE SOUTHERLY CORNER OF THE AFOREMENTIONED SUB-PARCEL 267.2.1, AN EXTERIOR CORNER HEREOF;

THENCE S54° 36' 06"W, WITH FENCE AND THE NORTHWEST LINE OF THE AFOREMENTIONED 40-ACRE TRACT, AT 492.05 FEET TO AN IRON ROD FOUND UNDER FENCE, THE WESTERLY WEST CORNER OF SAID 40-ACRE TRACT, THE NORTH LINE OF THE AFOREMENTIONED OAK STREET, AND THE SOUTHERLY SOUTH CORNER HEREOF;

THENCE N53° 15' 40"W, (DEED: S53° 17' 38"W ~ 29.67') WITH THE NORTHEAST RIGHT-OF-WAY LINE AT 29.85 FEET TO AN IRON ROD FOUND, A POINT OF DEFLECTION HEREOF;

THENCE N62° 45' 37"W, (DEED: S62° 44' 30"W ~ 748.30') CONTINUING WITH THE NORTHEAST RIGHT-OF-WAY LINE AT 748.62 FEET TO THE POINT OF BEGINNING, AND CONTAINING 118.69 ACRES OF LAND, MORE OR LESS. SUBJECT TO A 50-FOOT WIDE UTILITY EASEMENT AS RECORDED IN THE PLAT OF HACIENDA SAN JOAQUIN SUBDIVISION IN VOLUME 3, PAGE 134, PLAT RECORDS, ZAPATA COUNTY, TEXAS, A 30-FOOT PIPELINE EASEMENT, RECORDED IN VOLUME 744, PAGES 56-67, OFFICIAL RECORDS, ZAPATA COUNTY, TEXAS, A 50-FOOT UTILITY & UTILITY ACCESS EASEMENT, RECORDED IN VOLUME 72, PAGES 538-545, DEED RECORDS, ZAPATA COUNTY, TEXAS, A 30-FOOT PIPELINE EASEMENT, RECORDED IN VOLUME 760, PAGES 684-688, OFFICIAL RECORDS, ZAPATA COUNTY, TEXAS, A 15-FOOT PIPELINE EASEMENT, RECORDED IN VOLUME 791, PAGES 183-185, OFFICIAL RECORDS, ZAPATA COUNTY, TEXAS, AND 12-FOOT AEP EASEMENT AND RIGHT-OF-WAY, RECORDED IN VOLUME 890, PAGES 565, OFFICIAL RECORDS, ZAPATA COUNTY, TEXAS.

**BASIS OF BEARING:**

THIS SURVEY IS DERIVED FROM GPS KINEMATIC OBSERVATIONS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NAD-83, AND TIED TO CORS CONTROL "ZAPATA RESET 2" AT: X=724369.92, Y=16846414.15

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING "FIELD NOTES" AND ATTACHED "PLAT OF SURVEY" WERE PREPARED FROM AN ACTUAL SURVEY OF THE SUBJECT PROPERTY ON THE GROUND UNDER MY SUPERVISION.

  
EDUARDO J. GUTIERREZ, R.P.L.S. NO. 5839



12-6-19  
DATE: