

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION

THE UNITED STATES OF AMERICA,

Plaintiff,

V.

65.791 ACRES OF LAND, MORE OR LESS, SITUATE IN HIDALGO COUNTY, STATE OF TEXAS; AND THE ROMAN CATHOLIC DIOCESE OF BROWNSVILLE, TEXAS, ACTING BY AND THROUGH ITS BISHOP, THE MOST REVEREND DANIEL E. FLORES, AS BISHOP OF THE ROMAN CATHOLIC DIOCESE OF BROWNSVILLE, AND FOR HIS SUCCESSORS IN OFFICE, ET AL.,

Defendants.

CASE NO. 7:18-CV-329

**DEFENDANT ROMAN CATHOLIC DIOCESE OF BROWNSVILLE'S
SUPPLEMENTAL BRIEF IN OPPOSITION TO PLAINTIFF'S MOTION FOR
IMMEDIATE POSSESSION**

Over the past several months, the United States Government has begun exercising its power of eminent domain in support of building sections of a barrier wall along the southern border of the United States. As currently planned, in Hidalgo County, Texas, that wall will not be built along the border itself, but instead will rise from levees maintained by the International Boundary and Water Commission. These levees are located some distance from the shores of the Rio Grande, which forms the border with Mexico.¹

¹ In spring 2018, the Government obtained funding to build “25 miles of primary pedestrian levee fencing along the southwest border [of the United States] in the Rio Grande Valley Sector”

Some of the land affected by the proposed border wall is owned by Defendant, the Roman Catholic Diocese of Brownsville (“the Diocese”). In particular, the Government has sought a temporary, assignable easement on two tracts of land (“the Property”) owned by the Diocese—one, a plot of undeveloped land situated north of the levee and adjacent to a Catholic high school; the other, a plot of land south of the levee that is the site of La Lomita Chapel, a small, historic church that has served the Catholic community in the Rio Grande Valley (“the Valley”) for over 100 years.² The Government seeks this temporary easement for the purpose of “conduct[ing] surveying, testing, and other investigatory work needed to plan the proposed . . . fencing . . . and related structures designed to help secure the United States/Mexico border within the State of Texas.” Compl., scheds. B, E, ECF No. 1; Decl. of Taking, scheds. B, E, ECF No. 2. Pending before the Court is the Government’s Motion for an Order of Immediate Possession of that easement. Pl.’s Mot. for Order of Immediate Possession, ECF No. 10.

Prior to filing the instant case, the Government asked the Diocese to agree to a right of entry onto the Property, but the Diocese was unable to consent to the temporary easement or to any other action that would facilitate the construction of a border wall on its property. That is because the proposed border wall is fundamentally inconsistent with Catholic values and, if completed, would substantially burden the free exercise of religion by restricting access to La Lomita Chapel, a sacred site to the Valley’s Catholic community. Accordingly, the Diocese opposes the Government’s Motion.

and to conduct “border barrier planning and design.” Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, div. F., tit. II; Compl., sched. A; Decl. of Taking, sched. A. The Government has characterized these appropriations as funding for “border wall construction.” *The American People Win as President Donald J. Trump’s Priorities Are Funded*, WhiteHouse.gov (Mar. 22, 2018), *archived at* <http://perma.cc/4TMB-4CXL>.

² Due to the winding course of the Rio Grande, the levee runs southeast to northwest on the Property. But, for simplicity’s sake, “south side” refers to the side of the levee that faces the Rio Grande, while “north side” refers to the side facing the continental United States.

BACKGROUND

The Valley's Catholic community owes its existence, in part, to La Lomita Chapel. In 1849, missionaries from the order of the Oblates of Mary Immaculate began ministering to the Valley by horseback, riding from ranch to ranch between Brownsville and Roma, Texas. William L. Watson, O.M.I., *Oblates of Mary Immaculate*, Tex. St. Hist. Ass'n, *archived at* <http://perma.cc/345R-HMYU> (last visited Dec. 21, 2018). Fathers Pierre-Fourier Parisot and Pierre-Yves Kéralum acquired land in the Valley from Spain and built a chapel at La Lomita in 1865 to serve as a way station for the itinerant missionaries. William Watson, O.M.I., *La Lomita, Texas, an Oblate Ranch, Settlement and Mission in Texas, U.S.A.*, Hist. Dictionary of the Missionary Oblates of Mary Immaculate, *archived at* <https://perma.cc/T9J5-N8XW> (last visited Dec. 21, 2018) [hereinafter *La Lomita*]. The missionary fathers would perform marriages, baptize babies, and listen to confessions for the local community at this chapel. A change in the Rio Grande's course in 1899 prompted the missionaries to rebuild La Lomita chapel at its present-day location, not far from its original location. *Id.*

In 1909, as the population shifted toward the present-day site of the City of Mission, the Oblates built Our Lady of Guadalupe Catholic Church (originally named Our Lady of the Mission), which today serves as the local community's primary place of worship.³ *Id.*; *Mission Historical Museum Opens Castilian Roses in December*, Progress Times (Dec. 13, 2013), *archived at* <https://perma.cc/7TP5-BXZQ>. But, to this day, Our Lady of Guadalupe parishioners refer to La Lomita Chapel as the parish's "mother church" in recognition of this history. Ex. A, Decl. of Bishop Daniel E. Flores ¶ 12.

³ The City of Mission derives its name from La Lomita. *La Lomita, supra*. Indeed, La Lomita Chapel is featured in the City of Mission's seal. *See* City of Mission, *archived at* <https://perma.cc/S8A4-B6MH> (last visited Dec. 25, 2018).

La Lomita Chapel remains an integral part of Catholic life in Mission and the Valley as a whole. Catholics and non-Catholics alike regularly visit La Lomita to worship and pray. Because of La Lomita's connections to the missionary history of the Valley, the chapel's humble size and trappings, and its peaceful setting, many find the chapel to be a place where they feel the presence of God. *Id.* ¶ 13.

The Chapel is also used for group worship. For over 20 years, Our Lady of Guadalupe has observed Palm Sunday—which commemorates Jesus's arrival in Jerusalem prior to his crucifixion and which begins Holy Week, culminating in Easter Sunday—by processing the four miles from the church to La Lomita Chapel, where priests hear confessions and the parish celebrates as a community. *Id.* ¶ 14. More than 1,000 people participated in the most recent Palm Sunday procession. Lorenzo Zazueta-Castro, *More than 1,000 Mark Palm Sunday with Trip to La Lomita*, Brownsville Herald (Mar. 25, 2018), *archived at* <https://perma.cc/37UE-8RCP>. During summer droughts, the parish priest leads services at La Lomita to pray for rain. And each November, the parish celebrates a mass at La Lomita commemorating the life of Father Pierre-Yves Kéralum, one of the early Oblate missionaries. Bishop Flores Decl. ¶ 14.

As the Diocese understands the Government's current plans, the proposed border wall will include “a reinforced concrete levee wall to the height of the existing levee, 18-foot tall steel bollards installed on top of the concrete wall, and vegetation removal along a 150-foot enforcement zone” that will run along the south side of the border wall. Press Release, U.S. Customs & Border Protection, Border Wall Contract Award in Rio Grande Valley, Texas (Nov. 14, 2018) [hereinafter CBP Press Release], *archived at* <https://perma.cc/8B5J-XUEW>. In addition to removing all vegetation, the Government intends to use detection technology, lighting, and video surveillance in the enforcement zone. *Id.*

La Lomita Chapel sits 130 feet from the southern levee and therefore would fall within the enforcement zone on the south side of the border wall. In an October 30, 2018, webinar, representatives of U.S. Customs and Border Protection (CBP) could not confirm that La Lomita Chapel would not be removed to accommodate the enforcement zone. *See* U.S. Customs & Border Protection, Fiscal Year 2018 Rio Grande Valley Levee/Border Wall System Construction Projects Webinar: Questions & Answers (2018), *archived at* <https://perma.cc/G49W-M4WW> (“It has not yet been decided how the La Lomita chapel will be accommodated.”). CBP has represented in other informal conversations with community members that La Lomita will not be removed, and that there will be a gate in the border wall to allow access the chapel, although the Government has not provided any official confirmation of its plans. Bishop Flores Decl. ¶ 15. Based on CBP’s representations elsewhere, it appears likely that, even if the chapel itself remains intact at its present location, the grass and trees that surround it and that fall within the enforcement zone will be removed and replaced with lighting and surveillance equipment. CBP Press Release, *supra*.

ARGUMENT

I. The Diocese Cannot Consent to Any Activities that Facilitate the Building of the Border Wall on Church Property.

Under the Religious Freedom Restoration Act (RFRA), the Government “may substantially burden a person’s exercise of religion only if it demonstrates that application of the burden to the person (1) is in furtherance of a compelling governmental interest; and (2) is the least restrictive means of furthering that compelling governmental interest.” 42 U.S.C. § 2000bb-1(b). RFRA protects “any exercise of religion, whether or not compelled by, or central to, a system of religious belief.” *Id.* § 2000cc-5(7)(A) (incorporated through *id.* § 2000bb-2(4)).

As the Supreme Court has held, RFRA provides protections against government efforts to compel religious individuals and entities to participate in activities that are contrary to their sincerely held beliefs, where that compulsion results in a substantial burden on religious exercise. *See Burwell v. Hobby Lobby Stores, Inc.*, 134 S. Ct. 2751, 2775 (2014) (concluding that the government’s mandate that all employers provide contraceptive coverage under the Patient Protection and Affordable Care Act substantially burdened the respondents’ exercise of religion because the mandate “demand[ed] that [respondents] engage in conduct that seriously violates their religious beliefs”). So long as these beliefs are sincerely held, it is not for the Government or the courts to decide whether the action demanded is too attenuated to impinge on matters of faith. *See id.* at 2778 (rejecting judicial inquiry into the attenuation of the causal chain underlying respondents’ beliefs or the reasonableness of those beliefs because such an inquiry would “implicate[] a difficult and important question of religion and moral philosophy, namely, the circumstances under which it is wrong for a person to perform an act that is innocent in itself but that has the effect of enabling or facilitating the commission of an immoral act by another”).

As explained in greater detail below, the Diocese refused to grant the Government’s requested right of entry and continues to oppose the Government’s Motion for Immediate Possession because it cannot, as a matter of Catholic faith in practice, participate in the building of a border wall that is contrary to the Diocese’s sincerely held religious beliefs. First, the wall is inconsistent with Catholic teachings on the universality of human solidarity. Second, the proposed border wall is likely to lead to injury or death on land that currently belongs to the Diocese, contrary to the Catholic Church’s belief in the sanctity of human life. The Diocese believes that it must steward its land in a manner that is consistent with its beliefs. Bishop Flores Decl. ¶ 8.

The Diocese recognizes that the Government’s acquisition of a temporary easement on the Property through eminent domain does not make the Diocese a party to the taking and that no affirmative action will be required of the Diocese if the Court grants the Motion for Immediate Possession. *See* 40 U.S.C. § 3114(b)(1); *United States v. Petty Motor Co.*, 327 U.S. 372, 376 (1946) (“[Federal] [c]ondemnation proceedings are in rem, and compensation is made for the value of the rights that were taken.” (citations omitted)). Therefore, the Diocese acknowledges that the Court may grant the Government’s Motion over the Diocese’s objection and thus allow the Government to enter the Property for the limited purposes stated in the Complaint and Declaration of Taking without imposing a substantial burden on the Diocese’s exercise of its religious beliefs. But the Church cannot and will not consent, thereby participating in actions that it views as hostile to Catholic teachings and values.

A. The Proposed Border Wall Would Function as a Counter-Sign to the Catholic Church’s Teachings on Universality and Openness.

Universality—the understanding that all people share a common humanity and dignity—is a key tenet of the Catholic faith. Indeed, the word “catholic” means “universal.” Merriam-Webster Online Dictionary, *archived at* <https://perma.cc/K7A2-222Q>. “[T]he Church is catholic because she has been sent out by Christ on a mission to the whole of the human race.” Catechism of the Catholic Church ¶ 831, *archived at* <https://perma.cc/BZ2R-PX9S>. According to Catholic belief, “[i]n the beginning God made human nature one and decreed that all His children, scattered as they were, would finally be gathered together as one,” and “God sent the Spirit of his Son,” Jesus Christ, to foster the cohesion of all humanity. *Lumen Gentium*: Dogmatic Constitution of the Church ¶ 13 (1964), *archived at* <https://perma.cc/L9KF-RSRT>.

Reflecting those foundational principles, Pope Francis has explained that the issue of migration is of immense importance to the Catholic community because the lives of the

immigrant poor are as sacred as the lives of the unborn. Pope Francis, *Gaudete et Exsultate*: Apostolic Exhortation on the Call to Holiness in Today's World, *archived at* <https://perma.cc/G2ZD-9DJ7>. And he has said that indifference to the plight of migrants and to the forces that drive migration “points to the loss of that sense of responsibility for our fellow men and women upon which all civil society is founded.” Pope Francis, *Laudato Si'*: Encyclical Letter on Care for Our Common Home ¶ 25 (2015), *archived at* <https://perma.cc/AWY7-M8UH>.

The proposed border wall is the antithesis of this message of universality and to the human solidarity that Catholic moral teaching requires. A wall reflects the view that humanity is not a community of mutual responsibilities, but instead is divided into camps of “us” and them.” Catholic teaching recognizes that the state has the right to protect its sovereignty by reasonable means and to secure its borders, but the Diocese cannot consent to the erection of a physical symbol of division and dehumanization on its Property, especially where there are alternative means of patrolling the border. A barrier that prevents victims of government tyranny, gang violence, domestic abuse, and economic insecurity from seeking refuge in the United States cannot be reconciled with Catholic moral and doctrinal teaching. In short, the wall would be a “counter-sign” to the Church’s mission in the Valley. Bishop Flores Decl. ¶¶ 5–6.

B. The Proposed Border Wall Risks Harm to Human Life.

The foundation of Catholic social teaching is that all human life is sacred and that the dignity of the human person is the moral foundation for society. This belief extends from the first moment of existence, taking expression in the Church’s opposition to abortion; throughout each person’s life, demanding concern for unjust economic systems and war, for example; and to the end of life, requiring opposition to euthanasia and the death penalty. *Id.* ¶ 7. Under these teachings, “the measure of every institution is whether it threatens or enhances the life and

dignity of the human person.” U.S. Conference of Catholic Bishops, *Life and the Dignity of the Human Person*, archived at <https://perma.cc/R64Q-HDVY> (last visited Dec. 27, 2018); see also St. John Paul II, *Evangelium Vitae: The Gospel of Life* ¶ 3 (1995), archived at <https://perma.cc/A76H-BFU3> (“[E]very threat to human dignity and life must necessarily be felt in the Church’s very heart; it cannot but affect her at the core of her faith in the Redemptive Incarnation of the Son of God, and engage her in her mission of proclaiming the Gospel of life in all the world and to every creature (cf. Mk 16:15).”).

The Diocese believes that it has a moral obligation to adhere to and uphold Catholic social teaching in all of its actions, including in its stewardship of Church-owned lands. The Diocese will not consent to sell or lease its land for uses that are contrary to Catholic principles. For that reason, when the Diocese conveys or leases property to third parties, it regularly includes restrictive covenants that prohibit the use of the land for the purposes antithetical to Church teaching, such as abortion or euthanasia. See Bishop Flores Decl. ¶ 9; Exs. B & C. And for that reason, the Diocese cannot consent to the use of the Property at issue here to lay the groundwork for the construction of a wall that it believes is likely to lead to great physical harm and may result in the death of innocent migrants.

News reports of injury and death—including injuries to innocent people and the deaths of children—have issued from the southern border in recent days and weeks. Miriam Jordan, *8-Year-Old Migrant Child from Guatemala Dies in U.S. Custody*, N.Y. Times (Dec. 25, 2018), archived at <https://perma.cc/WAA3-NWVF>, Ron Nixon, *Migrant Girl’s ‘Horrific, Tragic’ Death Is Not Its Responsibility, White House Says*, N.Y. Times (Dec. 14, 2018), archived at <https://perma.cc/9WNH-WV9T>; Megan Specia & Rick Gladstone, *Border Agents Shot Tear Gas into Mexico. Was It Legal?*, N.Y. Times (Nov. 28, 2018), archived at <https://perma.cc/3SDS->

XM9G; *Deaths by Border Patrol*, Southern Border Communities Coalition, *archived at* <https://perma.cc/GU7N-HR7Z>] (last visited Dec. 25, 2018). The Diocese has the greatest respect for the responsibilities of the men and women charged with border security. And by invoking these incidents, the Diocese does not intend to assign blame. But these tragedies demonstrate that maximal border enforcement threatens life and limb. If the Government takes possession of the Diocese's land, the Diocese will lose its ability to ensure that the Property is used in a manner that protects rather than injures human life. Therefore, the Diocese cannot consent to any steps that facilitate the building of a border wall that is likely to do such harm.

In sum, the proposed erection of a border wall on the Diocese's property would stand as a counter-sign to the Church's teachings on the universal nature of humanity and would pose a risk of physical harm to migrants, in contravention of the Church's respect for human life. Because consenting to entry on the Church's land would facilitate the construction of a border wall, the Diocese opposes the Government's Motion.

II. If Constructed, the Proposed Border Wall Will Substantially Burden the Free Exercise of Religion at La Lomita Chapel.

While cognizant that the temporary taking that is the subject of this litigation is limited to "surveying, testing, and other investigatory work," *see* Compl., sched. D; Decl. of Taking, sched. D, the Diocese cannot ignore that these tasks are preludes to and prerequisites for the Government actually constructing the proposed border wall on the Property. As explained above, the proposed border wall would cut La Lomita Chapel off from the rest of the continental United States, and the site's serene environment would be dramatically altered to effectuate the planned enforcement zone. Although the Government has informally indicated that it might allow access to La Lomita through a gate in the border wall, it is unclear who will have access to the gate, when access will be allowed, and whether CBP will monitor or interrogate individuals

returning through the gate. A physical barrier separating Our Lady of Guadalupe from its “mother church” would substantially burden the free exercise of religion. *Cf. Yonkers Racing Corp. v. City of Yonkers*, 858 F.2d 855 (2d Cir. 1988) (finding that a Catholic seminary’s claim that the taking of a portion of its grounds violated Free Exercise Clause rights raised “a significant question under the first amendment,” and remanding for a hearing on “whether the taking is necessary to vindicate a compelling state interest”). The Diocese cannot consent to a project that would so profoundly affect one of its parishes and daily worship in the Valley.⁴

As noted above, individual worshipers seek out La Lomita Chapel as a place of prayer, reflection, and communion with God because of its historical significance, serenity, and humility. The Government’s plans will end or fundamentally alter this practice for many who currently use the chapel. For some worshipers, the need to pass through the border wall to reach La Lomita will deter them from their religious practices. Some local Catholics are undocumented and therefore would fear being unable to return to the north side of the wall if stopped by CBP. Others, including many citizens and documented immigrants of Latino descent, are likely to conclude that the opportunity to seek out this holy place is simply not worth the risk of being stopped, questioned, or detained by the Government. And for those who might be willing to pass through the gate, the nature of the enforcement zone in which La Lomita sits—cleared of vegetation, lighted, and subjected to surveillance cameras—will so alter the historical and religious context of the chapel that many will find that it does not invoke the same presence of the divine as it has for over 100 years. Bishop Flores Decl. ¶ 16.

⁴ Because the other plot of land at issue is undeveloped, the Diocese focuses its concerns about access to worship on La Lomita Chapel. However, its religious objections to facilitating actions that are inconsistent with Catholic teachings in Part I apply equally to both properties.

Moreover, if the wall is constructed, it is difficult to conceive how Our Lady of Guadalupe would be able to continue its Palm Sunday procession to La Lomita Chapel or any of its other services there. Even if CBP officials allow the flow of upwards of 1,000 people from the north side of the wall to the south side, it is likely that any tactics that CBP uses to manage the procession and to prevent migrants from coming through the gate will chill parishioners from participating in the event. To date, the Government has offered only vague reassurances that give little reason to believe that Our Lady of Guadalupe's Palm Sunday procession can coexist with the wall. *Id.* ¶ 17.

The discontinuation of the Palm Sunday procession would be a major blow to Our Lady of Guadalupe and the Valley's Catholic community. The observation of Palm Sunday at La Lomita is imbued with religious and historical significance. Palm Sunday commemorates Jesus's arrival in Jerusalem, days before he was crucified. Just as Jerusalem was the birthplace of Christianity, La Lomita Chapel, as the original worship space for the Oblate missionaries who ministered to the Valley, is a wellspring of Catholicism in the Valley. *Id.* ¶ 18. The Diocese cannot consent to government actions that pave the way towards severing the umbilical cord that ties Our Lady of Guadalupe and the Valley as a whole to its religious-historical past.

CONCLUSION

For all the reasons stated above, the Diocese opposes the Government's Motion for an Order of Immediate Possession. The Diocese urges the Government to discontinue its efforts to exercise eminent domain on the Property and to identify alternative methods of securing the border that will not undermine Catholic values or restrict access to La Lomita chapel.

December 31, 2018

Respectfully submitted,

/s/ David C. Garza

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CERTIFICATE OF SERVICE

I certify that on December 31, 2018, I electronically filed the foregoing supplemental brief by Defendant with the Clerk of the Court using the CM/ECF system, which will send notification to all counsel of record and that I emailed a copy to all the parties in this case.

/s/ David C. Garza

EXHIBIT

A

3. As Bishop, I govern the Diocese as a successor of the Apostles of Jesus Christ. Among other duties, I am responsible for teaching the Word of God to the over one million Catholics in the Diocese and for governing the Diocese, which includes meeting the needs of the local community, ensuring that Church teaching is transmitted and ecclesiastical laws are observed, and overseeing the Diocese's finances and property.

4. The United States Government has sought my consent to enter onto Diocese property for purposes of surveying, testing, and other preparatory work needed to build a border wall. I have refused my consent in each instance. For the reasons stated below, I believe that the proposed border wall is contrary to the faith in practice of the Catholic Church and would substantially burden the exercise of religion at La Lomita Chapel. I also believe that, if I were to consent to any actions that would culminate in the construction of the wall, I would be facilitating an activity that I view to be contrary to my religious and moral obligations as the head of the Diocese. Therefore, as a matter of my office as teacher of the Catholic faith, and for the protection of the faith of all Catholics in the Diocese, I must oppose the Government's efforts to build a border wall on property that belongs to the Diocese.

5. I believe that a border wall on what is now Church property would serve as a counter-sign to the teachings of the Catholic Church. The Catholic Church recognizes and teaches "universality": that all people share a common humanity of equal dignity, and that the basic goods of human life such as food, water, shelter, and freedom to worship cannot be morally denied to those in need. Based on this principle, Pope Francis has explained that migration is an issue of fundamental importance for the Catholic community because many migrants face life-threatening conditions of the most cruel kind. Thus, the Church's responsibility to protect and defend the poor migrant population is closely related to its moral responsibility to protect and

defend the life of the unborn. Human life is equally sacred, including the lives of the unborn and the migrant poor. Pope Francis, *Gaudete et Exsultate*: Apostolic Exhortation on the Call to Holiness in Today's World, *archived at* <https://perma.cc/G2ZD-9DJ7>. The proposed border wall is the antithesis of and an obstacle to this message of human solidarity that Catholic moral teaching requires. A wall sets up a dangerous barrier between peoples, contrary to the principle that human beings have a collective responsibility to one another. It isolates us from the suffering of others.

6. I recognize that the United States has the right to protect its sovereignty by reasonable means and to secure its borders; this is recognized in Catholic teaching. But the Diocese cannot consent to the erection of a physical symbol of division and dehumanization on its Property, especially where there are alternative means of patrolling the border. A barrier that prevents victims of government tyranny, gang violence, domestic abuse, and economic insecurity from seeking what is in many cases life-saving refuge in the United States cannot be reconciled with Catholic teaching.

7. In my judgment as Bishop, I consider a border wall likely to increase human suffering in the local community and in the world, in contravention of Catholic moral principles. The foundation of Catholic social teaching is that all human life is sacred and that the dignity of the human person is the moral foundation for society. This belief extends from the first moment of existence, continues throughout each person's life, and extends to the end of life. While a wall is not an intrinsic evil, I believe that the building of a border wall will inevitably lead to an increase in physical harm and death to migrants, including innocent children and families.

8. I believe that, as the head of the Diocese, I have a moral obligation to uphold Catholic social teaching in all of my actions, including in my stewardship of Diocese-owned lands.

9. It is the Diocese's longstanding practice to impose restrictions on land sales and leases to ensure that the Church's property is used in a manner that is consistent with Catholic principles. For example, in 1999, the Diocese transferred a parcel of land for use as a regional academic health center run by the University of Texas System, but prohibited the use of the property to perform abortions and euthanasia. *See* Ex. B. Similarly, in a 2011 land transfer, the Diocese imposed restrictions that barred the use of the property for "(i) for abortions, artificial birth control services, euthanasia services, or assisted suicide services; (ii) embryonic stem cell experimentation or fetal tissue research, or cloning; or (iii) for erotic activities; including, but not limited to, activities such as an adult book store or video store, or erotic or exotic dancing." *See* Ex. C.

10. Because I believe that using the Diocese's land to build a border wall would be contrary to Catholic teachings, I cannot agree to the use or the sale of Diocese property for any purpose related to the building of the border wall. This includes the U.S. government's request for a temporary easement on Diocese property.

11. I also oppose the Government's temporary easement onto the Property at issue because the proposed wall would substantially burden the exercise of religious beliefs at La Lomita Chapel.

12. La Lomita Chapel has served the Catholic community in the Rio Grande Valley for over 100 years. In 1865, missionaries from the order of the Oblates of Mary Immaculate built a chapel at La Lomita to serve as a way station for the itinerant missionaries who served the Rio Grande Valley community and to provide a church home for baptisms, weddings, confessions, and other sacraments. In 1899, La Lomita Chapel was moved to its present location. Although the local parish in Mission, Texas, has since moved to Our Lady of Guadalupe Catholic Church,

many parishioners continue to refer to La Lomita as the “mother church” in recognition of its historical roots.

13. Catholics and non-Catholics alike regularly visit La Lomita to worship and pray. Because of La Lomita’s connections to the missionary history of the Rio Grande Valley, the chapel’s humble size and trappings, and its peaceful setting, many find the chapel to be a place where they encounter the presence of God. It is a place where the very historical identity of the Rio Grande Valley is embodied.

14. Under the pastoral leadership of Father Roy Snipes, O.M.I., Our Lady of Guadalupe Church also uses La Lomita Chapel for group worship. For over 20 years, on Palm Sunday, Our Lady of Guadalupe parishioners process the four miles from the church to La Lomita Chapel, where the parish priests hear confessions and the parish celebrates as a community. During summer droughts, Father Roy leads services at La Lomita to pray for rain. And each November, the parish celebrates a mass at La Lomita commemorating the life of Father Pierre-Yves Kéralum, one of the early Oblate missionaries, who died in the service of the people of the Rio Grande Valley.

15. It is my understanding that La Lomita Chapel would fall within the planned enforcement zone on the south side of the proposed border wall. Based on conversations between community members with U.S. Government representatives, it is not my understanding that the chapel itself will be removed under the current plans, but the surrounding vegetation is likely to be removed, and the area is likely to have lighting and surveillance equipment installed. It is my understanding that the Government may allow access to La Lomita Chapel via a gate in the wall, but the Government has not provided information about who will have access via the proposed

gate, when such access will be available, and whether worshipers will be subject to monitoring or interrogation when returning through the gate.

16. The proposed border wall would fundamentally alter the use of La Lomita Chapel. Individual worshipers, who currently use the chapel regularly, may be deterred in their religious observance by the need to pass through the border wall. Some Catholics in the Rio Grande Valley are undocumented and would fear being unable to return to the north side of the wall if stopped by CBP. Others, including many citizens and documented immigrants of Latino descent, are likely to conclude that the opportunity to seek out this holy place is simply not worth the risk of being stopped, questioned, or detained by the Government. And for those who might be willing to pass through the wall, the nature of the enforcement zone in which La Lomita sits—cleared of vegetation, lighted, and subjected to surveillance cameras—will so alter the historical and religious context of the chapel that many will not find it to invoke the same religious and historical significance as it has for over 100 years.

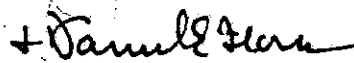
17. The presence of the wall is also likely to substantially interfere with the use of La Lomita Chapel by Our Lady of Guadalupe parish. With respect to the Palm Sunday procession, for example, it is likely that any tactics that CBP uses to manage the procession and to prevent migrants from coming through the gate will chill parishioners from participating in the event.

18. The loss of the procession to La Lomita would be a significant harm for the local Catholic community. Palm Sunday commemorates Jesus's arrival in Jerusalem, days before he was crucified. Just as Jerusalem was the birthplace of the Christian faith, La Lomita Chapel, as the original worship space for the Oblate missionaries who ministered to the Valley, is a wellspring of Catholicism in the Valley.

19. For all of the aforementioned reasons, I cannot consent to the temporary easement the Government has requested or engage in any other action that would facilitate the construction of a border wall on Diocese property.

20. I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 28 2018

A handwritten signature in black ink, appearing to read "Daniel E. Flores", is written over a horizontal line.

Bishop Daniel E. Flores, Declarant

EXHIBIT

B

VOL. 5667 PAGE 310

OFFICIAL RECORDS 27014

Southern Texas Title Co.
G.F. No. 98-55653B Kg

GENERAL WARRANTY DEED

STATE OF TEXAS §
§
COUNTY OF CAMERON §

Effective Date: June 21, 1999

**Grantor: THE MOST REVEREND RAYMUNDO J. PEÑA, as BISHOP OF THE
 ROMAN CATHOLIC DIOCESE OF BROWNSVILLE and for his successors
 in office**

Grantor's Mailing Address (including county):

Pastoral Center
P.O. Box 2279
1910 East Elizabeth Street
Brownsville, Cameron County, Texas 78520
Attention: Bishop Raymundo J. Peña

Grantee: VALLEY BAPTIST MEDICAL CENTER

Grantee's Mailing Address:

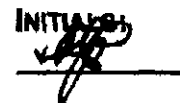
2101 Pease Street
P.O. Drawer 2588
Harlingen, Cameron County, Texas 78551
Attention: Mr. Ben McKibbens

Property (including any improvements):

A 7.630 acre tract of land, more or less, described on Exhibit "A" attached hereto and incorporated herein for all purposes, together with all rights and interests appurtenant thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys, rights-of-way and any adjacent strips or gores of real estate ("Land"), all improvements located on the Land ("Improvements"), and all rights, titles and interests appurtenant to the Land and Improvements.

Reservations from and Exceptions to Conveyance and Warranty:

GENERAL WARRANTY DEED (7.630 ACRES)
PAGE 1 OF 8

INITIALS:


All easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance and operation of any municipal and/or other governmental authorities.

This conveyance is further made subject to those items specifically listed on Exhibit "B" attached hereto and incorporated herein for all purposes.

WHEREAS, the 75th Texas Legislature enacted Senate Bill 606 (now codified as Sections 74.611 through 74.615, Texas Education Code and referred to herein as the "Act") which authorized The University of Texas System (the "University") to establish a regional academic health center serving Cameron, Hidalgo, Starr and Willacy Counties in the Lower Rio Grande Valley of Texas, which the Act states may be used for the purposes of providing undergraduate clinical education, graduate education including residency training programs, or other levels of medical education in those counties; and

WHEREAS, the University, acting through its Board of Regents, designated the University of Texas Health Science Center at San Antonio as its component institution with responsibility for oversight of the regional academic health center facilities in Harlingen, Cameron County, Texas; and

WHEREAS, the University issued a Request for Proposal for the purpose of seeking to enter into agreements and other contractual arrangements for the establishment of an affiliation for the development of undergraduate and graduate medical education and other health professions education programs of the highest quality and to accept the donation of suitable sites for the location of facilities throughout the region for the regional academic health center; and

WHEREAS, Grantor owns the Property and entered into an Option Agreement with Grantee for the sale of the Property by Grantor to Grantee, and Grantee, based on said Option Agreement, offered to donate the Property to the University for the purposes of the Act and in response to the University's Request for Proposal and to provide a location for facilities of a regional academic health center in Harlingen, Cameron County, Texas; and

WHEREAS, the University accepted the proposal and offer of Grantee for the donation of the Property for the hereinabove described purposes, and Grantee has



exercised its option to purchase the property from Grantor and now desires to purchase the Property for the purpose of donating the Property to the University for said purposes;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and value of which are hereby acknowledged, Grantor GRANTS and CONVEYS to Grantee the Property, provided and on condition that the Property is used by Grantee and its successors and assigns subject to the conditions, reservations and exceptions expressly set forth herein.

TO HAVE AND TO HOLD the Property, together with all and singular, the rights and appurtenances thereto or in anywise belonging, unto Grantee and Grantee's successors or assigns, forever; and Grantor does hereby bind 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.

PROVIDED, however, that this conveyance of the Property is made by Grantor on the condition that the Property shall not be used for the performance of abortions or euthanasia, as those terms are defined herein (the performance of abortions or euthanasia being referred to herein as "Prohibited Purposes"). For purposes of this condition:

- (a) the term "abortion" shall be defined to mean the directly intended termination of pregnancy before viability or the directly intended destruction of a viable fetus, and
- (b) the term "euthanasia" shall be defined to mean an action or omission intended to cause death in order to alleviate suffering, including the intentional promotion or assistance of the commission of suicide by another, but does not include the withholding or withdrawing of life-sustaining procedures from a patient in accordance with Chapter 672 of the Texas Health and Safety Code, as it may be amended from time to time.

The language contained in this paragraph of this General Warranty Deed is intended to create and does create a condition subsequent, and it is the intent of Grantor to convey to Grantee a fee simple subject to a condition subsequent. The condition subsequent contained in this General Warranty Deed is for the sole benefit and protection of Grantor and Grantor's successors in office, is not intended to create any rights or benefits for any other person or entity, and is enforceable only by Grantor or Grantor's successors in office. Said condition subsequent and Grantor's right of re-entry shall automatically terminate on the thirtieth (30th) anniversary of the Effective Date of this General Warranty Deed.

In the event that the Property is used for a Prohibited Purpose without the written

consent of Grantor, Grantor shall provide Grantee, or the then owner of the Property, as applicable, with written notice specifying the occurrence or occurrences which constitute a violation of the Prohibited Purposes and this condition subsequent. Upon its receipt of any such written notice, Grantee or the then owner of the Property, as applicable, shall take action to immediately cure the violation and shall, in no event, have more than thirty (30) days within which to cure such violation. Ceasing the action identified in Grantor's written notice and taking all reasonable steps to avoid any future violations shall constitute a satisfactory cure. In the event that Grantee or the then owner of the Property, as applicable, shall fail to cure such violation within such period of time, Grantor shall have the right to re-enter and assume ownership of that portion of the real Property and improvements that is being used in violation of the Prohibited Purposes.

Any notice required or permitted to be delivered under this General Warranty Deed shall be deemed received when actually delivered by hand delivery, facsimile transmission, or overnight courier, or three days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to:

- (a) Grantor or Grantee, as the case may be, at the address stated on the first page of this General Warranty Deed, or
- (b) if to the University, to the attention of the Executive Director of the Real Estate Office, 210 West 6th Street, Austin, Travis County, Texas 78701, or
- (c) if to a successor in title to Grantee, to such address as may be contained in any deed or instrument recorded in the Official Records of Cameron County, Texas and conveying title to the Property, or a portion thereof, to such successor.

EXECUTED on the date set forth in the acknowledgment line below, to be effective for all purposes as of the Effective Date.

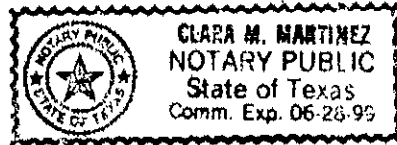
THE MOST REVEREND RAYMUNDO J. PEÑA,
as BISHOP OF THE ROMAN CATHOLIC
DIOCESE OF BROWNSVILLE and for his
successors in office

By: 
Bishop Raymundo J. Peña

VOL. 5667 PAGE 314

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

This instrument was acknowledged before me on the 24th day of June, 1999, by Raymundo J. Peña, Bishop of the Roman Catholic Diocese of Brownsville, on behalf of and as the act and deed of the Bishop and the Roman Catholic Diocese of Brownsville.



Clara M. Martinez
Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

Randolph Kimble Whittington
Attorney at Law
2014 East Harrison Street
Harlingen, Texas 78550

GENERAL WARRANTY DEED (7.630 ACRES)
PAGE 5 OF 8

INITIALS:
RP

EXHIBIT "A"
GENERAL WARRANTY DEED
THE MOST REVEREND RAYMUNDO J. PEÑA, as BISHOP OF THE ROMAN
CATHOLIC DIOCESE OF BROWNSVILLE and for his successors in office
to VALLEY BAPTIST MEDICAL CENTER

Legal Description of Property

A 7.630 acre tract of land, more or less, out of Block One Hundred Seventy-Nine (179), San Benito Land and Water Company's Subdivision, City of Harlingen, Cameron County, Texas, as recorded in Volume 1, Page 6 of the Map Records of Cameron County, Texas, said 7.630 acre tract of land being more particularly described as follows:

COMMENCING at the Southwest corner of said Block 179, said corner being within the right of way of 77 Sunshine Strip (Highway Business 77); THENCE, South 59 degrees 17 minutes East, with and along the South line of said Block 179, a distance of 330.00 feet to a point; THENCE, North 30 degrees 43 minutes East, parallel to the West line of said Block 179, at a distance of 23.70 feet passing a ½ inch steel rod found on the North right of way line of said 77 Sunshine Strip, and the Southwest corner of Uhlhorn Subdivision as recorded in Volume 22, Page 37 of the Map Records of Cameron County, Texas, at a distance of 323.70 feet passing a ½ inch steel rod found on the Northwest corner of Lot 1 of said Uhlhorn Subdivision, at a distance of 343.70 feet passing the Northwest corner of said Uhlhorn Subdivision, and Southwest corner of New Parish Subdivision as recorded in Cabinet 1, Slot 434-A of the Map Records of Cameron County, Texas, a total distance of 443.70 feet to a ½ inch steel rod set on the Northwest corner of said New Parish Subdivision, said corner also being the Southwest corner and POINT OF BEGINNING of the tract of land herein described;

THENCE, continuing North 30 degrees 43 minutes East, parallel to the West line of said Block 179, a distance of 876.30 feet to a ½ inch steel rod set for the Northwest corner of this tract;

THENCE, South 59 degrees 17 minutes East, parallel to the South line of said Block 179, a distance of 188.58 feet to a ½ inch steel rod set for a corner of this tract;

THENCE, South 14 degrees 17 minutes East, a distance of 169.71 feet to a ½ inch steel rod set for a corner of this tract;

VOL. 5667 PAGE 316

THENCE, South 59 degrees 17 minutes East, parallel to the South line of said Block 179, a distance of 91.42 feet to a ½ inch steel rod set on the West right of way line of Tennessee Avenue (60.00 foot right of way) (not being used) for the Northeast corner of this tract;

THENCE, South 30 degrees 43 minutes West, with and along the West right of way line of said Tennessee Avenue, a distance of 756.30 feet to a ½ inch steel rod set for the Southeast corner of this tract, said corner also being the Northeast corner of said New Parish Subdivision;

THENCE, North 59 degrees 17 minutes West, with and along the North line of said New Parish Subdivision, a distance of 400.00 feet to the POINT OF BEGINNING and containing 7.630 acres of land, more or less.



EXHIBIT "B"
GENERAL WARRANTY DEED
THE MOST REVEREND RAYMUNDO J. PEÑA, as BISHOP OF THE ROMAN
CATHOLIC DIOCESE OF BROWNSVILLE and for his successors in office
to VALLEY BAPTIST MEDICAL CENTER

Reservations and Exceptions to Conveyance and Warranty

- (1) Overhead High Voltage Electric Powerlines and Power Poles as shown on Survey, dated September 22, 1998, prepared by Martin, Brown and Perez Engineering-Surveying, Job No. 98-7821.
- (2) Right of way easement, dated December 11, 1947, executed by Jack Elliott and F. L. Flynn to Central Power and Light Company, recorded in Volume 431, Page 505, Deed Records of Cameron County, Texas.

VOL. 5667 PAGE 318

27014

FILED FOR RECORD

AT _____

1999 JUN 24 P 4:44

JOE D. RIVERA
CLERK COUNTY COURT
CAMERON COUNTY, TEXAS
BY _____ DEPUTY

STATE OF TEXAS
COUNTY OF CAMERON

I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and page of the named RECORDS
of Cameron County, Texas as stamped hereon by me



Joe D. Rivera
County Clerk
Cameron County, Texas

EXHIBIT

C

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540



70 2011 02219429

Instrument Number: 2011-2219429

Recorded On: July 01, 2011

As
Recording

Parties:

To

Billable Pages: 8

Number of Pages: 9

Comment: SPECIAL WARRANTY DEED

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

Recording	44.00
Total Recording:	44.00

***** 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: 2011-2219429
Receipt Number: 1207327
Recorded Date/Time: July 01, 2011 09:32A

Record and Return To:

ATLAS & HALL LLP
ATTN: FREDERICK J BIEL
PO BOX 3725
MCALLEN TX 78502

User / Station: P Diaz - Cash Superstation 10



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the FBE Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

2219429

Final

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.

**SPECIAL WARRANTY DEED
WITH
RIGHTS OF REVERTER**

EFFECTIVE DATE: May 26, 2011

GRANTOR:

THE MOST REVEREND DANIEL E. FLORES, AS BISHOP OF THE ROMAN CATHOLIC DIOCESE OF BROWNSVILLE, TEXAS, a diocese listed in the Official Catholic Directory

GRANTOR'S MAILING ADDRESS:

P. O. Box 2279
Brownsville, Texas 78522

GRANTEE:

SAN JUAN DIEGO CATHOLIC REGIONAL HIGH SCHOOL, a Texas nonprofit corporation

GRANTEE'S ADDRESS:

P. O. Box 2347
McAllen, Texas 78502-2347

CONSIDERATION:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the right of reverter applicable to the Property as set forth in this deed, and the restrictions on use of the Property as set forth in this deed

PROPERTY:

See Exhibit "A" attached hereto and incorporated herein by reference for all purposes

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

All oil, gas, uranium and other minerals in, on, under or that may be produced from the Property, including all executive rights related thereto, together with all royalties and payments that may be received from the production of oil, gas, uranium and other minerals in, on or under the Property (collectively, the "Mineral Estate") now owned by Grantor, if any, are reserved by Grantor and are excluded from this conveyance. Provided, however, that, to the extent Grantor owns a possessory interest in and to the Mineral Estate in the Property, Grantor hereby waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the Mineral Estate owned by Grantor. Nothing herein, however, restricts or prohibits the pooling or unitization of any portion of the Mineral Estate owned by Grantor, its successors or assigns, with land other than the Property; or the exploration or production of the oil, gas and other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property; provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.

Except for the Irrigation Rights as otherwise expressly provided for, and conveyed in, this deed, all water in and under and that may be produced from the Property, including all executive rights related thereto, together with all royalties and payments that may be received from the production of water in and under the Property (collectively, the "Water Rights") now owned by Grantor, if any, are reserved by Grantor and are excluded from this conveyance. Grantor shall not have any right to enter onto the surface of the Property for any purpose relating to Grantor's Water Rights or to extract Grantor's Water Rights in any manner that will adversely affect any improvements now or hereafter constructed on the Property or Grantee's right to occupy and enjoy the rights of surface ownership of the Property.

See Exhibit "B" attached hereto and incorporated herein by reference for all purposes

RIGHT OF REVERTER - FAILURE TO OPEN FOR BUSINESS AS A SCHOOL ON THE PROPERTY

If a School does not Open for Business on the Property by September 1, 2012, then legal title to the Property will revert to and automatically revest in Grantor, subject, however, to the rights of any lien holders associated with Superior Loans (as defined in the Declaration), and Grantor will re-acquire the Property then owned by Grantee expressly subject to the Superior Loans and related liens.

For purposes of the right of reverter, the term:

"School" means a regional, private Catholic high school, for the education of the children of the Rio Grande Valley of Texas, pursuant to: (i) a written affiliation agreement with the Roman Catholic Diocese of Brownsville, Texas; and (ii) Canon

806.2 of the Code of Canon Law, as hereafter amended or re-designated;

"Open for Business" means academic classes are being offered and taught in at least one grade level for grades 9 through 12; and

"Declaration" means a Declaration of Covenants, Conditions, Restrictions and Re-Purchase Option dated May 26, 2011, affecting the Property recorded in the Official Records in the Office of the Hidalgo County Clerk, Hidalgo County, Texas.

The right of reverter in this section of the deed is binding on Grantee, and Grantee's successors and assigns, subject, however, to the rights of any lien holders associated with Superior Loans.

RESTRICTIONS ON USE OF THE PROPERTY:

The Property shall not be used: (i) for abortions, artificial birth control services, euthanasia services, or assisted suicide services; (ii) embryonic stem cell experimentation or fetal tissue research, or cloning; or (iii) for erotic activities, including, but not limited to, activities such as an adult book store or video store, or erotic or exotic dancing. The restrictions on use in this section of the deed are binding on Grantee, and Grantee's successors and assigns.

Grantor, and Grantor's successors, shall have the right to enforce, by any proceeding at law or in equity, the restrictions on use of the Property. Failure by Grantor to enforce any restriction on use shall in no event be deemed a waiver of the right to do so thereafter.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, and the Restrictions on Use, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty, and the Restrictions on Use.

Grantor, for the Consideration, also grants, sells, and conveys to Grantee the right to obtain water for irrigation purposes with regard to the Property (the "Irrigation Rights") pursuant to a deed dated October 7, 1968, recorded in Volume 1214, Page 1014, Deed Records of Hidalgo County, Texas, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. Grantee is responsible for the payment of all costs associated with the use of the Irrigation Rights conveyed to Grantee in this deed. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) with regard to the Irrigation Rights are excluded.

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS SET FORTH IN THIS DEED, GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF ZONING, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR. GRANTEE REPRESENTS THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN ACCEPTING TITLE TO THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS THE GRANTEE DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME. GRANTOR IS SELLING AND CONVEYING TO GRANTEE AND GRANTEE SHALL ACCEPT THE PROPERTY FROM GRANTOR "AS IS, WHERE IS," WITH ALL FAULTS.

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

+Daniel E. Flores

The Most Reverend Daniel E. Flores, as Bishop of the Roman Catholic Diocese of Brownsville, Texas, a diocese listed in the Official Catholic Directory

ACCEPTED BY GRANTEE AS OF THE DATE OF THE DEED:

SAN JUAN DIEGO CATHOLIC REGIONAL HIGH SCHOOL

Mary Catherine Ewers AKA Sister Marcella Ewers, DC

By: MARY CATHERINE EWERS A/K/A SISTER MARCELLA EWERS, DC
Its: PRESIDENT

THE STATE OF TEXAS

COUNTY OF CAMERON

This instrument was acknowledged before me on this the 10th day of June, 2011,
by The Most Reverend Daniel E. Flores, as Bishop of the Roman Catholic Diocese of Brownsville,
Texas, a diocese listed in the Official Catholic Directory, for himself and diocese.

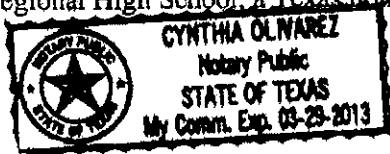


Ina L. Perez
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 15TH day of JUNE, 2011,
by Mary Catherine Ewers a/k/a Sister Marcella Ewers, President of San Juan Diego Catholic
Regional High School, a Texas nonprofit corporation, on behalf of such corporation.



Cynthia Olivarez
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Atlas & Hall, LLP
Frederick J. Biel
P. O. Box 3725
McAllen, Texas 78502-3725

EXHIBIT "A"

Being a 39.89 acre tract of land situated in Porcion Number 56 and Porcion Number 57, City of Mission, Hidalgo County, Texas, said 39.89 acre tract being part of that called 100.900 acre tract of land known as Tract I described in Special Warranty Deed to Catholic Diocese of Brownsville as recorded in Document Number 814019 of the Deed Records of Hidalgo County, Texas (D.R.H.C.T.), said 39.89 acre tract being more particularly described as follows:

BEGINNING at a ½ inch iron rod set with yellow plastic cap stamped "HALFF ASSOC." (hereinafter referred to as "with cap") for the North corner of herein described 39.89 acre tract, said point being the intersection of the Southeast line of a tract of land described in Special Warranty Deed to Hunt Valley Industrial I, L.P. as recorded in Document Number 1153789, Deed Records Hidalgo County, Texas, (previously described as a called 35.81 acre tract of land described in Deed to Allan Shivers as recorded in Volume 1214, Page 1014, Deed Records Hidalgo County, Texas with the common Northeast line of the aforementioned 100.900 acre tract and the Southwest right-of-way line of F.M. 494 (a 100 foot wide right-of-way), from which point a 5/8 inch iron rod found bears North 29 degrees, 43 minutes, 29 seconds West, a distance of 5.26 feet;

THENCE South 29 degrees, 43 minutes, 29 seconds East, with the common Northeast line of said 100.900 acre tract, the Southwest right-of-way line of said F.M. 494 and the Northeast line of the herein described 39.89 acre tract, a distance of 152.28 feet to the point of curvature of a non-tangent circular curve to the left having a radius of 372.40 feet, whose chord bears South 20 degrees, 17 minutes, 36 seconds East, a distance of 122.05 feet, from which point a 5/8 inch iron rod found bears South 29 degrees, 43 minutes, 29 seconds East, a distance of 0.21 of a foot;

THENCE Southerly, continuing with said common line and with said curve, through a central angle of 18 degrees, 51 minutes, 47 minutes, an arc distance of 122.60 feet to the point of tangency, from which point a 5/8 inch iron rod found bears South 52 degrees, 37 minutes, 19 seconds East, a distance of 0.54 of a foot;

THENCE South 29 degrees, 43 minutes, 29 seconds East, continuing with said common line, a distance of 78.53 feet to the point of curvature of a tangent circular curve to the left having a radius of 5,779.58 feet, whose chord bears South 32 degrees, 05 minutes, 41 seconds East, a distance of 477.97 feet, from which point a 5/8 inch iron rod found bears South 75 degrees, 05 minutes, 10 seconds West, a distance of 0.38 of a foot;

THENCE Southeasterly, continuing with said common line and with said curve, through a central angle of 04 degrees, 44 minutes, 23 seconds, an arc distance of 478.11 feet to the point of tangency, from which point a 5/8 inch iron rod found bears North 85 degrees, 53 minutes, 43 seconds East, a distance of 0.30 of a foot;

THENCE South 34 degrees, 27 minutes, 52 seconds East, continuing with said common line, a distance of 448.72 feet to a ½ inch iron rod set with cap for the East corner of the herein described 39.89 acre tract, from which point a 5/8 inch iron rod found bears South 34 degrees, 27 minutes, 52

seconds East, a distance of 721.83 feet;

THENCE South 55 degrees, 45 minutes, 53 seconds West, departing said common line, over and across said 100.900 acre tract and with the South line of the herein described 39.89 acre tract, a distance of 1,237.70 feet to a ½ inch iron rod set with cap for the South corner of the herein described 39.89 acre tract, said point being 400.00 feet Northeast of the common Southwest line of a called 15.58 acre tract of land described in Easement Deed from County to United States of America (Levees) as recorded in Volume 492, Page 445, Deed Records of Hidalgo County, Texas, the Northeast line of called 247.68 acre tract of land known as Tract 26C described in Warranty Deed to The United States of America as recorded in Volume 1510, Page 87, Deed Records of Hidalgo County, Texas, and the Southwest line of said 100.900 acre tract;

THENCE North 31 degrees, 22 minutes, 59 seconds West, continuing over and across said 100.900 acre tract, 400.00 feet Northeast of and parallel to said common line and with the Westerly line of the herein described 39.89 acre tract, a distance of 449.20 feet to a ½ inch iron rod set with cap for a West corner of the herein described 39.89 acre tract;

THENCE North 22 degrees, 34 minutes, 59 seconds West, continuing over and across said 100.900 acre tract, 400.00 feet Northeast of and parallel to said common line and with the Westerly line of the herein described 39.89 acre tract, a distance of 420.90 feet to a ½ inch iron rod set with cap for a West corner of the herein described 39.89 acre tract;

THENCE North 21 degrees, 01 minutes, 59 seconds West, continuing over and across said 100.900 acre tract, 400.00 feet Northeast of and parallel to said common line and with the westerly line of the herein described 39.89 acre tract, a distance of 705.02 feet to a 1/2 inch iron rod set with cap for a West corner of the herein described 39.89 acre tract;

THENCE North 14 degrees, 13 minutes, 59 seconds West, continuing over and across said 100.900 acre tract, 400.00 feet Northeast of and parallel to said common line and with the westerly line of the herein described 39.89 acre tract, a distance of 171.25 feet to a 1/2 inch iron rod set with cap for the Northwest corner of the herein described 39.89 acre tract, said point being on the Southeast line of the aforementioned 35.81 acre tract, from which point a 1 inch iron pipe found bears the following two calls: South 79 degrees, 44 minutes, 17 seconds West, a distance of 400.96 feet and North 14 degrees, 13 minutes, 59 seconds West, a distance of 88.13 feet;

THENCE North 79 degrees, 44 minutes, 17 seconds East, with the Southeast line of said 35.81 acre tract, a distance of 1,066.35 feet to the POINT OF BEGINNING.

EXHIBIT "B"

- A. Statutory easements, rules, regulations and rights in favor of United Irrigation District.
- B. Right of way agreement easement in favor of La Gloria Corporation as shown by instrument dated September 5, 1950, recorded in Volume 657, Page 464, Deed Records of Hidalgo County, Texas.
- C. Agreement to furnish irrigation water as shown by instrument dated October 7, 1968, recorded in Volume 1214, Page 1014, Deed Records of Hidalgo County, Texas.
- D. Easement and Right of Way easement in favor of Central Power and Light Company, a Texas corporation as shown by instrument dated April 11, 2002, filed September 4, 2002 under Document Number 1117391, Official Records of Hidalgo County, Texas.
- E. Conveyance of Water Rights as shown by instrument dated October 7, 1968, recorded in Volume 1214, Page 1014, Deed Records of Hidalgo County, Texas.
- F. Conveyance of Water Rights in favor of the Jolene Gustafson, Inc. as shown by instrument dated November 15, 1994, filed November 22, 1994 under Document Number 421476, Official Records of Hidalgo County, Texas.
- G. Conveyance of Water Rights in favor of the Daniel Gustafson, Inc. as shown by instrument dated October 31, 1996, filed November 8, 1996 under Document Number 561509, Official Records of Hidalgo County, Texas.
- H. Mineral and/or royalty reservation contained in deed dated October 1, 1999, filed October 12, 1999 under Document Number 814019, Official Records of Hidalgo County, Texas.
- I. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Missionary Oblates of Mary Immaculate of Texas, a Texas non-profit corporation to IMCO Oil & Gas Company, dated January 12, 1995, filed February 3, 1995 under Document Number 434089, Official Records of Hidalgo County, Texas.
- J. Declaration of Covenants, Conditions, Restrictions and Re-Purchase Options dated May 26, 2011, affecting the Property recorded in the Official Records in the Office of the Hidalgo County Clerk, Hidalgo County, Texas.
- K. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
- L. Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.