



## HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Date: 7-06-04

County: Hidalgo

Parcel: 24

Federal Project No.:  
ROW CSJ No: 2450-01-017

Highway: FM 2128  
From: US 281  
To: SH 107

Dear, Ms Espinosa,

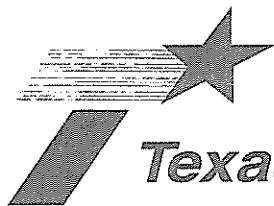
As you know, it is necessary for the State of Texas acting through the Texas Department of Transportation, to construct a highway which requires the purchase of your property referred to above. The County of Hidalgo via an executed agreement between the State and the County has agreed to acquire the needed ROW in the name of the State. Inasmuch as negotiations to purchase this property have not been successful to date, a final offer is hereby submitted to you. According to authorization by the Hidalgo County Commissioners' Court a total sum of \$90,000.00 is offer for the required property rights, save and except oil, gas and sulphur rights with no right of exploration on the above described property, subject to clear title being secured. Any compensation that may be due to you from this Department's Relocation Assistance Program is not included in this offer because such funds are paid to eligible persons separately.

If you desire to accept this offer, please advise us as soon as possible. If this offer is not accepted within 10 days from the date of this letter, it must be considered as having been rejected. If you elect to reject this offer, eminent domain proceeding will be initiated by the by the County on behalf of the State. Thereafter, the Court will appoint three disinterested freeholders to serve as Special Commissioners, a date will be set for a hearing and you will be notified of the time and place set for the hearing at which the Special Commissioners will hear the evidence presented and arrive at an award which will be filed with the Court. The County may then deposit the amount of the award with the Court, at which time the County, the State or its assignees will be entitled to take possession of the property involved. After the deposit is made you may withdraw your share of the award. If the award exceeds the amount of any subsequent judgment, you are required to repay the County the excess amount and any excess amount not repaid to the County may be deducted from eligible payments, if any due to you as the property owner under the Texas Department of Transportation's Relocation Assistance Program. If either you or the County or the State is dissatisfied with the amount of the award, objections may be filed within the time prescribed by law and the case subsequently tried before the Court as are other civil cases.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Benito Rodriguez", is written over a horizontal line.

J. Benito Rodriguez  
Right of Way Agent



# Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

May 15, 2006

Mr. Joe N. Pena  
Hidalgo County ROW Manager  
902 North Doolittle  
Edinburg, Texas 78539

RE: Concurrence of Settlement  
CSJ: 2450-01-017  
FM 2128  
From: US Highway 281 to SH 107  
Parcel 24

Dear Mr. Pena,

After reviewing the memorandum of settlement pursuant to the mediation hearing conducted on February 23, 2006, between the County of Hidalgo, on behalf of the State of Texas and Ms. Delicia Espinosa, owner of the above captioned parcel and project, we concur with the settlement amount of \$160,000 as full settlement for the acquisition of said parcel. Furthermore, we concur with those items in attachment "Exhibit A" to the memorandum dated February 12, 2006, outlining each party's responsibilities pursuant to this agreement.

Please proceed with the acquisition of said parcel contingent on those items outlined under the memorandum of agreement attached to your letter dated May 12, 2006.

Should you have any questions or comments please feel free to call me at (956) 702-6174.

Sincerely,

Luana M. Gonzalez  
Pharr District ROW Administrator

LMG:rj  
Cc: Comm. Oscar Garza, Jr.  
Benito Rodriguez, Right of Way Agent  
File

RECEIVED  
MAY 19 2006

BY:

Cause No. COM-1403-E; *Hidalgo County, Texas, Department Right-of-Way vs. Delicia Espinoza*; In the County Court No. 5 of Hidalgo County, Texas

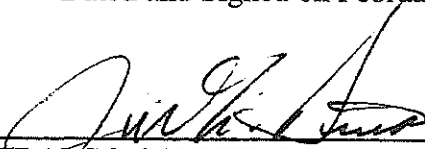
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-MEMORANDUM OF SETTLEMENT-


This is a Memorandum of Agreement pursuant to a mediation conducted on February 23, 2006.

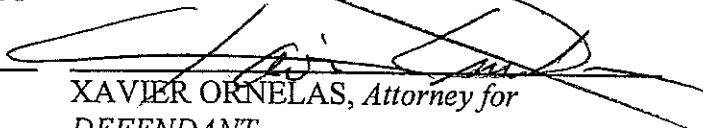
The signatories hereto, having submitted the facts and issues to the mediator, Israel Ramon, Jr. have fully and completely resolved the dispute as follows: See Exhibit "A" attached hereto.

Dated and Signed on February 23, 2006.

  
\_\_\_\_\_  
HIDALGO COUNTY DEPARTMENT OF  
RIGHT-OF-WAY, By: Joe Pena, *PLAINTIFF*

  
\_\_\_\_\_  
DELICIA ESPINOZA, *DEFENDANT*

  
\_\_\_\_\_  
TEXAS DEPARTMENT OF  
TRANSPORTATION, By: J. Benito  
Rodriguez, *PLAINTIFF*

  
\_\_\_\_\_  
XAVIER ORNELAS, *Attorney for*  
*DEFENDANT*

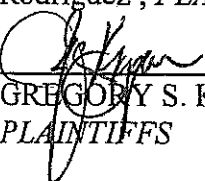
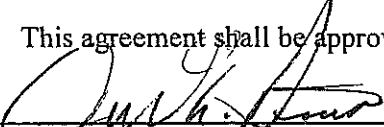
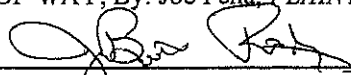
  
\_\_\_\_\_  
GREGORY S. KAZEN, *Attorney For*  
*PLAINTIFFS*

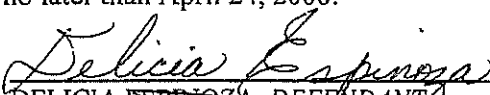
EXHIBIT "A"

1. Each party shall sign all documents necessary to effectuate this agreement;
2. Each party shall pay their own litigation and attorney fees, and costs of court and indemnify each other from said fees and costs.
3. Each party agrees to dismiss all pending litigation upon the satisfaction of all conditions in this agreement. No party to this agreement shall at any time hereafter make any claims against the other, institute any lawsuit against the other or make any demands for payment from the other for any alleged reason or causes arising out of the facts and issues of the matter herein. Each party releases the other from any and all claims and/or liability arising from this matter. This agreement is final and binding upon any and all parties to this matter and is enforceable in any court of law of general jurisdiction.
4. Attorney Gregory Kazen shall prepare all formal settlement documents to effectuate this agreement.
5. This agreement is subject to the approval of the Hidalgo County Commissioners and the Texas Department of Transportation
6. The Plaintiffs shall pay the Defendant Delicia Espinoza and her attorney the total sum of \$160,000.00 and the Defendant shall sign any documents to effectuate transfer of fee simple title to the property in dispute that has been condemned.
7. This Agreement is subject to the negotiation by the parties of the approval of entrances on Highway 2128 and 107.
8. Both parties to the lawsuit state that they executed the same as their free and voluntary act and deed after having it fully explained to them by their lawyers, and after having read it fully, and after realizing the effect thereof and that the same was executed by them without any threat, force, fraud, duress, undue influence or representations of any kind by any person whomsoever; other than what is stated herein; and that at the time of signing of this agreement, they are completely sober, sane, capable of understanding the character of their acts and deeds and are in complete charge of all their faculties and capable of executing this instrument and of understanding the significance of their acts. Both sides represent that they are completely satisfied with the advice and assistance of their attorneys.
9. This agreement shall be approved and closed no later than April 24, 2006.

  
HIDALGO COUNTY DEPARTMENT OF RIGHT-  
OF-WAY, By: Joe Pena, PLAINTIFF

  
TEXAS DEPARTMENT OF TRANSPORTATION,  
By: J. Benito Rodriguez, PLAINTIFF

  
GREGORY S. KAZEN, Attorney For PLAINTIFFS

  
DELICIA ESPINOZA, DEFENDANT

  
XAVIER ORNELAS, Attorney for DEFENDANT

Website: www.atlashall.com  
E-mail: info@atlashall.com

ATLAS & HALL, L.L.P.  
ATTORNEYS AT LAW  
P.O. BOX 3725 (78502-3725)  
818 W. PECAN  
MCALLEN, TEXAS 78501  
TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE  
200 N. BRITTON AVE.  
RIO GRANDE CITY, TEXAS 78582  
TEL. (956) 488-1896  
FAX (956) 488-6482

April 9, 2007

Hidalgo County Right of Way Department  
Attention: Benito Rodriguez  
509 E. Earling Road  
San Juan, Texas 78589

**HAND DELIVERED**

Re: Judgment against Delicia Espinoza  
Parcel 24, FM 2128 Project

Dear Benny:

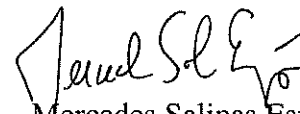
With regard to the above-referenced matter, enclosed please find the original Owner Policy of Title Insurance issued by Edwards Abstract and Title Co. which reflects Hidalgo County, Texas as the named insured in the amount of \$160,000.00. The policy has been issued effective the date of the judgment, August 22, 2006.

Thank you for your cooperation in this matter. If you should have any questions, please do not hesitate to contact me.

Very truly yours

ATLAS & HALL, L.L.P.

By:

  
Mercedes Salinas Espinosa

MSE/ram  
Enclosure

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions and Stipulations.

Visit our World-Wide Web site at: <http://www.stewart.com>

OWNER'S POLICY OF TITLE INSURANCE ISSUED BY



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or material having its inception on or before Date of Policy;
4. Lack of a right of access to and from the land.
5. Lack of good and indefeasible title.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the date of Policy shown in Schedule A.

*Stewart Jones Jr.*  
Chairman of the Board



*Malcolm S. Morris*  
President

Countersigned:  
*Charles C. West*  
Authorized Countersignature  
EDWARDS ABSTRACT AND TITLE CO.



Company  
EDINBURG, TEXAS  
City, State

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking that has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy;
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of unmarketability of the title.
5. Any claim, which arises out of the transaction vesting in the person named in paragraph 3 of Schedule A the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or other state of federal creditors' rights laws, that is based on either (i) the transaction creating the estate or interest Insured by this Policy being deemed a fraudulent conveyance or fraudulent transfer or a voidable distribution or voidable dividend, (ii) the subordination or recharacterization of the estate or interest insured by this Policy as a result of the application of the doctrine of equitable subordination, or (iii) the transaction creating the estate or interest insured by this Policy being deemed a preferential transfer except where the preferential transfer results from the failure of the Company or its issuing agent to timely file for record the instrument of transfer to the insured after delivery or the failure of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Policy Codes: 1000

**SCHEDULE A**

GF NO.: 747029

Policy Date: **August 22, 2006 at 4:20 P.M.**

Owner Policy No.: O-5841-292132

Policy Amount: **One Hundred Sixty Thousand dollars and Zero cents- (\$160,000.00)**

Premium: **(\$1,202.00)**

1. Name of Insured:

HIDALGO COUNTY, TEXAS

2. The estate or interest in the land that is covered by this policy is:

**Fee Simple**

3. Title to the estate or interest in the land is insured as vested in:

HIDALGO COUNTY, TEXAS

4. The land referred to in this policy is described as follows:

**SEE EXHIBIT ATTACHED**

Policy Codes: 1000

**EXHIBIT 'A'**

Being 60,476 square feet of land more or less, situated in Hidalgo County, Texas and being a part or portion of Lot 4, Triple "E" Subdivision, (Map Reference: Vol. 41, Pages 67-68, H.C.M.R.) and Lot 6 Section 267, Texas Mexican Railway Company Survey, (Map Reference: Vol. 1, Page 20, H.C.M.R.) and being a part or portion of a tract of land conveyed to Delicia Espinoza in a document recorded in Volume 1697, Page 841, Dated November 20, 1980 of the Hidalgo County Deed Records and by Decree of Divorce under Document No. 1014999, Dated October 9, 2001, Official Records, Hidalgo County, Texas and said 60,476 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a 1/2" iron rod found on the southwest corner of Lot 1, Triple "E" Subdivision and the East right-of-way line of Tower Road; THENCE as follows;

N 08° 56' 10" E [N 09° 31' 00" E], along the East right-of-way line of Tower Road, a distance of 985.45 feet to a 1/2" iron rod set. THENCE, N 53° 45' 21" E, a distance of 35.36 feet to a 1/2" iron rod set. THENCE, S 81° 04' 24" E [S 80° 57' 30" E] along the south right-of-way line of FM 2128, a distance of 12.14 feet to a 1/2" iron rod set with aluminum disk, for the northwest corner of this tract and the POINT OF BEGINNING;

(1) Thence, continuing along the South right-of-way line of FM 2128 in an easterly direction, S 81° 04' 24" E [S 80° 57' 30" E], a distance of 237.93 feet to a 1/2" iron rod set;

(2) Thence, along the East line of Lot 4, Triple "E" Subdivision in a northerly direction, N 08° 56' 10" E [N 09° 31' 00" E], a distance of 10.03 feet to a 1/2" iron rod set;

(3) Thence, along the south right-of-way line of Richardson Road in an easterly direction, S 81° 04' 24" E [S 80° 57' 30" E] a distance of 341.54 feet to a 1/2" iron rod set with aluminum disk for the northeast corner of this tract.

(4) Thence, continuing in a southwesterly direction a curve to the left with a radius of 235.00 feet, a tangent of 49.31 feet, a delta of 23° 42' 05" a chord length of 96.52 feet, and curve length of 97.21 feet to a 1/2" iron rod set with aluminum disk for the inner corner of this tract,

(5) Thence, S 06° 20' 33" W, a distance of 40.24 feet to a 1/2" iron rod set with aluminum disk for the most inner corner of this tract.

(6) Thence, continuing in a southeasterly direction a curve to the right with a radius of 825.00 feet, a tangent of 83.89 feet, a delta of 11° 36' 43" a chord length of 166.91 feet, and a curve length of 167.20 to a 1/2" iron rod set with aluminum disk for the outer corner of this tract.

(7) Thence, S 70° 49' 09" E, a distance of 43.90 feet to a 1/2" iron rod set with aluminum disk to the north right of way line of SH 107 for the southeast corner of this tract.

(8) Thence, continuing in a southwesterly direction along the existing north right of way line of SH 107 a curve to the left with a radius of 1558.70 feet, a tangent of 90.12 feet, a delta of 06° 37' 04" a chord length of 179.93 feet, and a curve length of 180.03 to a 1/2" iron rod set with aluminum disk for the southwest corner of this tract.

(9) Thence, N 16° 18' 47" E, a distance of 42.88 feet to a 1/2" iron rod set with aluminum disk for the most inner northwest corner of this tract.

(10) Thence, continuing in a northwesterly direction a curve to the left with a radius of 705.00 feet, a tangent of 318.10 feet, a delta of 48° 34' 12" a chord length of 579.90 feet, and a curve length of 597.63 feet to the POINT OF BEGINNING and containing 60,476 square feet of land, more or less,

Policy Codes: 1000

Note: The Point of Beginning of this description has coordinates of  $X = 1117621.1821$  and  $Y = 16634710.9490$ ; All bearings are based Texas State Plane Coordinate System, NAD 83 (1.993 Adj.), South Zone 4205. All coordinates shown are surface and may be converted to grid by dividing by TxDOT conversion factor of 1.0000400.

This Company does not represent that the acreage and/or square footage calculations are correct.

GF No. 747029

Owner Policy No. O- 5841-292132

**SCHEDULE B****EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A, and the following matters:

1. ~~The following restrictive covenants of record itemized below, (the Company must either insert specific recording data or delete this exceptions):~~

This exception is hereby deleted.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
  - a) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c) to filled-in lands, or artificial islands, or
  - d) to statutory water rights, including riparian rights, or
  - e) to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2007 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception.):
  - a) All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instrument recorded in Volume 1299, Page 870, Deed Records, Hidalgo County, Texas.
  - b) Note: Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.
  - c) Easement for RIGHT-OF-WAY granted to SOUTHWESTERN BELL TELEPHONE COMPANY, as set forth in instrument recorded in Volume 727, Page 185, Deed Records, Hidalgo County, Texas.
  - d) Easement for RIGHT-OF-WAY granted to STATE OF TEXAS, as set forth in instrument recorded in Volume 984, Page 532, Deed Records, Hidalgo County, Texas.

GF No. 747029

Owner Policy No. O- 5841-292132

- e) Subject to any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.
- f) Subject to any portion of subject property described herein lying within canal right of way.
- g) Easements, Rules, Regulations and Rights in favor of HIDALGO COUNTY IRRIGATION DISTRICT NO. 1.
- h) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
- i) Easements, or claims of easements, which are not recorded in the public records.

EDWARDS ABSTRACT AND TITLE CO.

BY:   
Authorized Countersignature

# STEWART TITLE GUARANTY COMPANY

## Privacy Policy Notice

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **STEWART TITLE GUARANTY COMPANY**.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform services on our behalf.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Some states give you the right to access and correct nonpublic personal information. You may contact us in writing at our Home Office, if your state law gives you this right.

## **Edwards Abstract and Title Co.**

### **PRIVACY POLICY NOTICE**

#### **PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Edwards Abstract and Title Co..

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform services on our behalf.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**CONDITIONS AND STIPULATIONS Continued**  
(continued and concluded from reverse side of Policy Face)

by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A;

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy at the date the insured claimant is required to furnish to Company a proof of loss or damage in accordance with Section 5 of these Conditions and Stipulations.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy and improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorney's fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorney's fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

**8. APPORTIONMENT.**

If the land described in Schedule A consists of two or more parcels that are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

**9. LIMITATION OF LIABILITY.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, all as insured, or takes action in accordance with Section 3 or Section 6, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE: REDUCTION OR TERMINATION OF LIABILITY.**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of insurance pro tanto.

**11. LIABILITY NONCUMULATIVE.**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

**12. PAYMENT OF LOSS.**

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

**13. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies that the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that provide for subrogation rights by reason of this policy.

WEBSITE: www.atlashall.com

ATLAS & HALL, L.L.P.  
ATTORNEYS AT LAW  
PROFESSIONAL ARTS BUILDING • 818 PECAN  
P.O. BOX 3725  
MCALLEN, TEXAS 78502-3725  
TELEPHONE (956) 682-5501

FAX (956) 686-6109

October 13, 2006

Mr. Joe Pena, Director  
Hidalgo County Right-of-Way Department  
509 E. Earling Rd.  
San Juan, Texas 78589

Via Regular Mail

**Re: Cause No. Con-1403-E; Hidalgo County, Texas, Department Right-Of-Way vs. Delicia Espinoza; In the County Court at Law No. 5 of Hidalgo County, Texas**

Dear Mr. Pena:

Enclosed please find the recorded original certified agreed judgement and the recorded original Release of Lis Pendens which were mailed to our office by the Hidalgo County Clerk.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

ATLAS & HALL, L.L.P.

By:

  
Gregory S. Kazen

GSK/ybo

Enclosure

Hidalgo County  
Eddy Trevino  
County Clerk  
Edinburg, TX 78540



70 2006 01654159

Instrument Number: 2006-1654159

As

Recording

Recorded On: August 22, 2006

Parties:

To

Billable Pages: 12

Number of Pages: 13

Comment: RELEASE LIS PENDENS

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

Recording	60.00
<b>Total Recording:</b>	<b>60.00</b>

\*\*\*\*\* 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: 2006-1654159  
Receipt Number: 791668  
Recorded Date/Time: August 22, 2006 04:22P

**Record and Return To:**

ATLAS & HALL  
P.O. BOX 3725  
ATTN: GREGORY S KAZAN  
MCALLEN TX 78502-3725

User / Station: I Leal - Cash Station 02



STATE OF TEXAS  
COUNTY OF HIDALGO

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 Hidalgo County, Texas

Eddy Trevino  
County Clerk  
Hidalgo County, TX

CAUSE NO. CON-1403-E

HIDALGO COUNTY, TEXAS,  
DEPARTMENT OF RIGHT-OF-WAY

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IN THE COUNTY COURT

VS.

AT LAW NO. 5

DELICIA ESPINOZA

OF HIDALGO COUNTY, TEXAS

RELEASE OF LIS PENDENS

Effective Date: May 25, 2006

Notice of Lis Pendens:

Date: October 1, 2004

Litigation: Cause No. Con-1403-E; Hidalgo County, Texas, Department Right-Of-Way vs. Delicia Espinoza; In the County Court at Law No. 5 of Hidalgo County, Texas

Defendant:

Delicia Espinoza, 5222 E. State Highway 107, Edinburg, Hidalgo County, Texas 78540-1078.

Property: Real property situated in Hidalgo County, Texas and described on the attached Exhibit "A", incorporated herein by reference as if fully set out.

Recording Information on Lis Pendens:

Document Number 1387938 in the Official Records on file in the Office of the County Clerk of Hidalgo County, Texas

The dispute between the Hidalgo County, Texas, Department of Right-of-Way and Delicia Espinoza concerning the Property was mediated and settled, and an Agreed Judgment, a copy of which is attached hereto as Exhibit "B", was filed, ending the Litigation, on or about May 25, 2006. This Release of Lis Pendens is executed and recorded in order to confirm Plaintiffs' release of the lis pendens on the Property as of the Effective Date.





County: HIDALGO  
Highway: FM 2128 (Richardson Road)  
ROW CSJ: 2450-01-017

Parcel 24  
Property Description

Being 60,476 square feet of land more or less, situated in Hidalgo County, Texas and being a part or portion of Lot 4, Triple "E" Subdivision, (Map Reference: Vol. 41, Pages 67-68, H.C.M.R.) and Lot 6 Section 267, Texas Mexican Railway Company Survey, (Map Reference: Vol. 1, Page 20, H.C.M.R.) and being a part or portion of a tract of land conveyed to Delicia Espinoza in a document recorded in Volume 1697, Page 841, Dated November 20, 1980 of the Hidalgo County Deed Records and by Decree of Divorce under Document No. 1014999, Dated October 9, 2001, Official Records, Hidalgo County, Texas and said 60,476 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a ½" iron rod found on the southwest corner of Lot 1, Triple "E" Subdivision and the East right-of-way line of Tower Road; THENCE as follows;

N 08°56'10" E [N 09°31'00" E], along the East right-of-way line of Tower Road, a distance of 985.45 feet to a ½" iron rod set. THENCE, N 53°45'21" E, a distance of 35.36 feet to a ½" iron rod set. THENCE, S 81°04'24" E [S 80°57'30" E] along the south right-of-way line of FM 2128, a distance of 12.14 feet to a ½" iron rod set with aluminum disk, for the northwest corner of this tract and the POINT OF BEGINNING;

- (1) Thence, continuing along the South right-of-way line of FM 2128 in an easterly direction, S 81°04'24" E [S 80°57' 30" E], a distance of 237.93 feet to a ½" iron rod set;

- (2) Thence, along the East line of Lot 4, Triple "E" Subdivision in a northerly direction, N 08°56'10" E [N 09°31'00" E], a distance of 10.03 feet to a ½" iron rod set;
- (3) Thence, along the south right-of-way line of Richardson Road in a easterly direction, S 81°04'24" E [S 80°57'30" E] a distance of 341.54 feet to a ½" iron rod set with aluminum disk for the northeast corner of this tract.
- (4) Thence, continuing in a southwesterly direction a curve to the left with a radius of 235.00 feet, a tangent of 49.31 feet, a delta of 23°42'05" a chord length of 96.52 feet, and curve length of 97.21 feet to a ½" iron rod set with aluminum disk for the inner corner of this tract.
- (5) Thence, S 06° 20' 33" W, a distance of 40.24 feet to a ½" iron rod set with aluminum disk for the most inner corner of this tract.
- (6) Thence, continuing in a southeasterly direction a curve to the right with a radius of 825.00 feet, a tangent of 83.89 feet, a delta of 11°36'43" a chord length of 166.91 feet, and a curve length of 167.20 to a ½" iron rod set with aluminum disk for the outer corner of this tract.
- (7) Thence, S 70° 49' 09" E, a distance of 43.90 feet to a ½" iron rod set with aluminum disk to the north right of way line of SH 107 for the southeast corner of this tract.
- (8) Thence, continuing in a southwesterly direction along the existing north right of way line of SH 107 a curve to the left with a radius of 1558.70 feet, a tangent of 90.12 feet, a delta of 06°37'04" a chord length of 179.93 feet, and a curve length of 180.03 to a ½" iron rod set with aluminum disk for the southwest corner of this tract.

- (9) Thence, N 16° 18' 47" E, a distance of 42.88 feet to a ½" iron rod set with aluminum disk for the most inner northwest corner of this tract.
- (10) Thence, continuing in a northwesterly direction a curve to the left with a radius of 705.00 feet, a tangent of 318.10 feet, a delta of 48°34'12" a chord length of 579.90 feet, and a curve length of 597.63 feet to the POINT OF BEGINNING and containing 60,476 square feet of land, more or less.

Note: The Point of Beginning of this description has coordinates of X = 1117621.1821 and Y = 16634710.9490; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.0000400;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

*Will [Signature]* 3-23-04  
Will [Signature], R.P.L.S. Date  
Texas Registration No. 4442

R.P.L.S. SEAL



CAUSE NO. CON-1403-E

HIDALGO COUNTY, TEXAS,  
DEPARTMENT OF RIGHT-OF-WAY

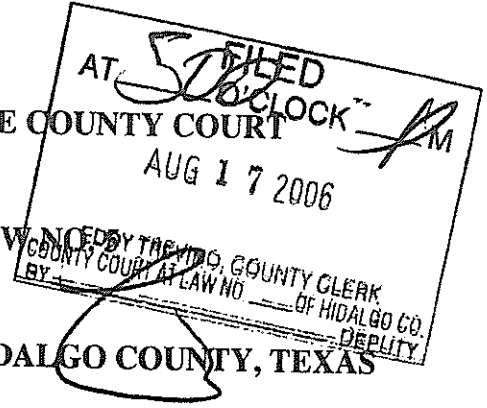
VS.

DELICIA ESPINOZA

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§

IN THE COUNTY COURT

AT LAW, NEEDED BY THE HON. COUNTY CLERK  
COUNTY COURT AT LAW NO. \_\_\_\_\_ OF HIDALGO CO.  
BY \_\_\_\_\_ DEPUTY



AGREED JUDGMENT

BE IT REMEMBERED:

That on this date there came on to be considered the above styled and numbered Proceeding in Eminent Domain, in which Hidalgo County, Texas, through its Department of Right-of-Way, is Plaintiff, and Delicia Espinoza is Defendant. It appears to the Court, and it is so found, that the parties hereto have reached an agreement regarding this matter as evidenced by the Memorandum of Settlement executed on February 23, 2006, attached hereto as Exhibit "A," and by the signatures of the parties appearing below, and ask that the Court enter a judgment in accordance with the agreement, as all contingencies and conditions to said Memorandum of Settlement have been satisfied herein.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court as follows:

1. That said Memorandum Of Settlement be, and the same is hereby, incorporated and made the judgment of this Court.
2. That the Clerk of this Court record said Memorandum of Settlement in the minutes of this Court.
3. That by virtue of the right of eminent domain, this suit and said Memorandum Of Settlement, Hidalgo County, Texas, through its Department of Right-of-Way, is entitled to condemn, and do hereby have judgment against the above named Defendant for the hereinafter described property, for highway right of way purposes, with fee simple title thereto vesting in Hidalgo County, Texas; provided, however, there is excluded from said estate condemned all the oil, gas and sulphur which can be removed from beneath said land without any right whatever remaining to the owner of such oil, gas and sulphur of ingress or egress to or from the surface of said land for the purpose of exploring, developing, drilling or mining of same; which said land is situated in Hidalgo County, Texas and is more particularly described in Exhibit "B" attached hereto, which is hereby made a part hereof for any and all purposes.
4. That by virtue of the agreement of the parties as reflected in the Memorandum Of Settlement, the Defendant in said cause is entitled to recover from Hidalgo County, Texas the sum of \$160,000.00.

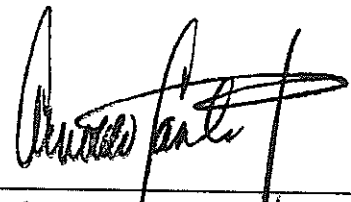
AUG 17 2006

DATE the Memorandum Of Settlement  
attached to this Court

**EDDY TREVINO**  
County Clerk, Hidalgo County, Texas  
By \_\_\_\_\_ Deputy

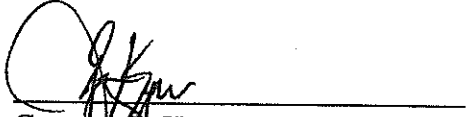
5. That a writ of possession issue in behalf of Hidalgo County, Texas, by and through its Department of Right-of-Way.
6. That the amount of \$160,000.00 be and herewith is paid by Hidalgo County, Texas, into the Registry of this Court and that the Clerk pay the same to Defendant, Delicia Espinoza, according to her interest.
7. That the costs of said proceeding are to be paid by Plaintiff.

Rendered and ordered entered of record, this 17 day of August C.P., 2006.



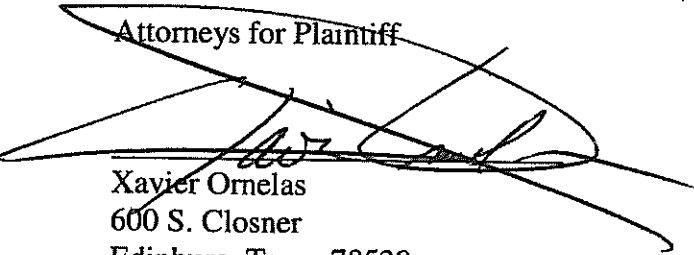
Judge Presiding, County Court at Law  
No. 5, Hidalgo County, Texas

AGREED TO AND APPROVED:



Gregory S. Kazen  
Atlas & Hall, L.L.P.  
818 Pecan  
McAllen, Texas 78501  
(956) 682-5501 Office  
(956) 686-6109 Fax

Attorneys for Plaintiff



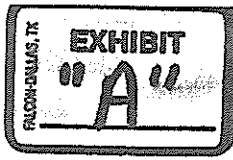
Xavier Ornelas  
600 S. Closner  
Edinburg, Texas 78539  
(956) 383-6251 Office  
(956) 381-8183 Fax

Attorney for Defendant

AUG 17 2006

DATE \_\_\_\_\_

A true copy I certify  
2 EDDY TREVINO  
County Clerk Hidalgo County, Texas  
By \_\_\_\_\_ Deputy



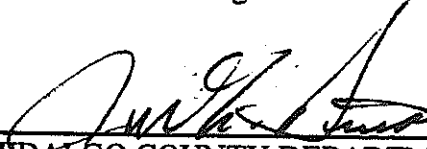
Cause No. COM-1403-E; Hidalgo County, Texas, Department Right-of-Way vs. Delicia Espinoza; In the County Court No. 5 of Hidalgo County, Texas


**-MEMORANDUM OF SETTLEMENT-**


This is a Memorandum of Agreement pursuant to a mediation conducted on February 23, 2006.

The signatories hereto, having submitted the facts and issues to the mediator, Israel Ramon, Jr. have fully and completely resolved the dispute as follows: See Exhibit "A" attached hereto.

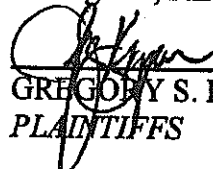
Dated and Signed on February 23, 2006.

  
HIDALGO COUNTY DEPARTMENT OF  
RIGHT-OF-WAY, By: Joe Pena, *PLAINTIFF*

  
DELICIA ESPINOZA, *DEFENDANT*

  
TEXAS DEPARTMENT OF  
TRANSPORTATION, By: J. Benito  
Rodriguez, *PLAINTIFF*

  
XAVIER ORNELAS, *Attorney for*  
*DEFENDANT*

  
GREGORY S. KAZEN, *Attorney For*  
*PLAINTIFFS*

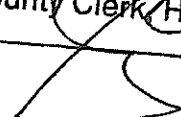
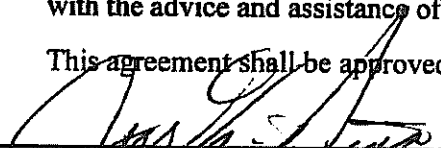
DATE AUG 17 2006  
A true copy I certify  
EDDY TREVINO  
County Clerk, Hidalgo County, Texas  
By  Deputy

EXHIBIT "A"

1. Each party shall sign all documents necessary to effectuate this agreement;
2. Each party shall pay their own litigation and attorney fees, and costs of court and indemnify each other from said fees and costs.
3. Each party agrees to dismiss all pending litigation upon the satisfaction of all conditions in this agreement. No party to this agreement shall at any time hereafter make any claims against the other, institute any lawsuit against the other or make any demands for payment from the other for any alleged reason or causes arising out of the facts and issues of the matter herein. Each party releases the other from any and all claims and/or liability arising from this matter. This agreement is final and binding upon any and all parties to this matter and is enforceable in any court of law of general jurisdiction.
4. Attorney Gregory Kazen shall prepare all formal settlement documents to effectuate this agreement.
5. This agreement is subject to the approval of the Hidalgo County Commissioners and the Texas Department of Transportation
6. The Plaintiffs shall pay the Defendant Delicia Espinoza and her attorney the total sum of \$160,000.00 and the Defendant shall sign any documents to effectuate transfer of fee simple title to the property in dispute that has been condemned.
7. This Agreement is subject to the negotiation by the parties of the approval of entrances on Highway 2128 and 107.
8. Both parties to the lawsuit state that they executed the same as their free and voluntary act and deed after having it fully explained to them by their lawyers, and after having read it fully, and after realizing the effect thereof and that the same was executed by them without any threat, force, fraud, duress, undue influence or representations of any kind by any person whomsoever; other than what is stated herein; and that at the time of signing of this agreement, they are completely sober, sane, capable of understanding the character of their acts and deeds and are in complete charge of all their faculties and capable of executing this instrument and of understanding the significance of their acts. Both sides represent that they are completely satisfied with the advice and assistance of their attorneys.
9. This agreement shall be approved and closed no later than April 24, 2006.

  
HIDALGO COUNTY DEPARTMENT OF RIGHT-  
OF-WAY, By: Joe Pena, PLAINTIFF

  
DELICIA ESPINOZA, DEFENDANT

  
TEXAS DEPARTMENT OF TRANSPORTATION,  
By: J. Benito Rodriguez, PLAINTIFF

  
XAVIER ORNELAS, Attorney for DEFENDANT

  
GREGORY S. KAZEN, Attorney For PLAINTIFFS

DATE \_\_\_\_\_

A true copy I certify  
EDDY TREVINO  
County Clerk, Hidalgo County, Texas  
By \_\_\_\_\_ Deputy



Exhibit "A"

County: HIDALGO  
Highway: FM 2128 (Richardson Road)  
ROW CSJ: 2450-01-017

Parcel 24  
Property Description

Being 60,476 square feet of land more or less, situated in Hidalgo County, Texas and being a part or portion of Lot 4, Triple "E" Subdivision, (Map Reference: Vol. 41, Pages 67-68, H.C.M.R.) and Lot 6 Section 267, Texas Mexican Railway Company Survey, (Map Reference: Vol. 1, Page 20, H.C.M.R.) and being a part or portion of a tract of land conveyed to Delicia Espinoza in a document recorded in Volume 1697, Page 841, Dated November 20, 1980 of the Hidalgo County Deed Records and by Decree of Divorce under Document No. 1014999, Dated October 9, 2001, Official Records, Hidalgo County, Texas and said 60,476 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a 1/2" iron rod found on the southwest corner of Lot 1, Triple "E" Subdivision and the East right-of-way line of Tower Road; THENCE as follows;

N 08°56'10" E [N 09°31'00" E], along the East right-of-way line of Tower Road, a distance of 985.45 feet to a 1/2" iron rod set. THENCE, N 53°45'21" E, a distance of 35.36 feet to a 1/2" iron rod set. THENCE, S 81°04'24" E [S 80°57'30" E] along the south right-of-way line of FM 2128, a distance of 12.14 feet to a 1/2" iron rod set with aluminum disk, for the northwest corner of this tract and the POINT OF BEGINNING;

- (1) Thence, continuing along the South right-of-way line of FM 2128 in an eastward direction, S 81°04'24" E [S 80°57' 30" E], a distance of 230.91 feet to a 1/2" iron rod set;

AUG 17 2006  
EDDY TREVINO  
County Clerk, Hidalgo County, Texas  
By \_\_\_\_\_ Deputy

- (2) Thence, along the East line of Lot 4, Triple "E" Subdivision in a northerly direction, N 08°56'10" E [N 09°31'00" E], a distance of 10.03 feet to a ½" iron rod set;
- (3) Thence, along the south right-of-way line of Richardson Road in a easterly direction, S 81°04'24" E [S 80°57'30" E] a distance of 341.54 feet to a ½" iron rod set with aluminum disk for the northeast corner of this tract.
- (4) Thence, continuing in a southwesterly direction a curve to the left with a radius of 235.00 feet, a tangent of 49.31 feet, a delta of 23°42'05" a chord length of 96.52 feet, and curve length of 97.21 feet to a ½" iron rod set with aluminum disk for the inner corner of this tract.
- (5) Thence, S 06° 20' 33" W, a distance of 40.24 feet to a ½" iron rod set with aluminum disk for the most inner corner of this tract.
- (6) Thence, continuing in a southeasterly direction a curve to the right with a radius of 825.00 feet, a tangent of 83.89 feet, a delta of 11°36'43" a chord length of 166.91 feet, and a curve length of 167.20 to a ½" iron rod set with aluminum disk for the outer corner of this tract.
- (7) Thence, S 70° 49' 09" E, a distance of 43.90 feet to a ½" iron rod set with aluminum disk to the north right of way line of SH 107 for the southeast corner of this tract.
- (8) Thence, continuing in a southwesterly direction along the existing north right of way line of SH 107 a curve to the left with a radius of 1558.70 feet, a tangent of 90.12 feet, a delta of 17°09'04" a chord length of 179.93 feet, and a curve length of 180.03 to a ½" iron rod set with aluminum disk for the southwest corner of this tract.

DATE                      AUG 17 2006  
A true copy I certify  
**EDDY TREVINO**  
County Clerk, Hidalgo County, Texas  
By                      Deputy

- (9) Thence, N 16° 18' 47" E, a distance of 42.88 feet to a ½" iron rod set with aluminum disk for the most inner northwest corner of this tract.
- (10) Thence, continuing in a northwesterly direction a curve to the left with a radius of 705.00 feet, a tangent of 318.10 feet, a delta of 48°34'12" a chord length of 579.90 feet, and a curve length of 597.63 feet to the POINT OF BEGINNING and containing 60,476 square feet of land, more or less.

Note: The Point of Beginning of this description has coordinates of X = 1117621.1821 and Y = 16634710.9490; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.0000400;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

*Will Trevino*  
Will Trevino, R.P.L.S. Date 3-23-04  
Texas Registration No. 4442

R.P.L.S. SEAL

AUG 17 2008

DATE \_\_\_\_\_  
A true copy I certify  
**EDDY TREVINO**  
County Clerk, Hidalgo County, Texas  
By \_\_\_\_\_ Deputy