



HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY-MEMO

To: Hector "Tito" Palacios
Commissioner Hidalgo County Pct. # 2
Attn: Yolanda Cisneros

From: Sandra Garcia
Right of Way Department

Date: September 15, 2008

Re: FM 2061- Jackson Road
Parcels # 10 — Hashem M. Baker

Commissioner Palacios,

Attached please find a copy of the unrecorded deed, tabulation of value, a copy of the 1099S form signed by Mr. Hashem M. Baker, and the settlement statement on the above-mentioned parcel. A check in the amount of \$2,345.00 needs to be paid to Mr. Hashem M. Baker for Right of Way acquisition on this project. Also, we are requesting a check in the amount of \$234.00 made payable to Edwards Abstract and Title Company for the expense of the Title Policy for the above mentioned parcel. The Original deed will be held by the title company and recorded as soon as payment to the landowner is processed. **PLEASE HOLD CHECKS SO THAT WE MAY PICK THEM UP.**

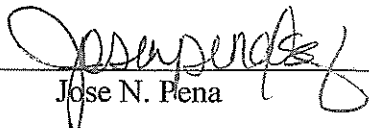
(Commissioners Court approved this project for acquisition on June 14, 2005)

Should you have any questions, please call.

Thanks,

Sandra Garcia

Approved _____
Hector "Tito" Palacios



Jose N. Pena

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



Form ROW-N-14

Rev. 8/2003

Replaces Forms D-15-11, D-15-14, D-15-141, D-15-142,

ROW-N-12PT, ROW-N-14, ROW-N-141, and ROW-N-142

GSD-EPC

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DEED

THE STATE OF TEXAS

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COUNTY OF HIDALGO

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WHEREAS, the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203, 224, and 361 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, HASHEM M. BAKER, joined herein by my spouse, SANDRA BAKER of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of TWO THOUSAND THREE HUNDRED FORTY-FIVE AND NO/100THS Dollars (\$ 2,345.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: None.

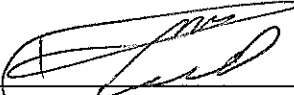
Grantors covenant and agree to remove the above-described improvements from said land by the N/A day of N/A, N/A, subject, however, to such extensions of time as may be granted by Grantee, its successor and assigns, in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the Grantee, its successors and assigns, forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project (hereafter called highway facility) to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part, shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such highway facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 8th day of May, 2008.





Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on MAY 13, 2008

by HASHEM M. BAKER and SANDRA BAKER



Roy Gonzales
Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Hidalgo

This instrument was acknowledged before me on _____ by

_____ of _____

a _____ corporation, on behalf of said corporation.

Notary Public's Signature

Exhibit "A"

County: HIDALGO
Highway: FM 2061 (JACKSON ROAD)
ROW CSJ: 1939-02-021
Const.CSJ: 1939-02-019

Parcel 10
Property Description

Being 747 square feet of land more or less, out of a 5.00 acre tract, situated in Hidalgo County, Texas and being a part or portion of Lots 1 and 2, G and A Subdivision as recorded in Volume 27, Page 88B, Map Records of Hidalgo County and being a part or portion of a tract of land conveyed to Piccirillo Investments, LLC in a document recorded in Document No. 1215987, Hidalgo County Deed Records and said 747 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a ½" iron rod set on the northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

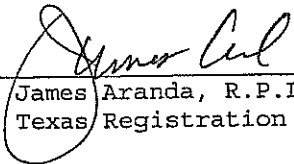
N 81° 28' 21" W, along the north line of said Lot 7, a distance of 1,403.27 feet to a ½" iron rod set on the proposed east right-of-way line of FM 2061 (Jackson Road) for the northeast corner of this tract and the POINT OF BEGINNING;

- (1) THENCE, continuing along the proposed east right-of-way line of FM 2061 (Jackson Road), S 08° 31' 39" W, at 74.69 feet pass the common line of said Lots 1 and 2, G and A Subdivision, a total distance 149.36 feet to a ½" iron rod set on the south line of said Lot 2 and the north line of Lot 3, G and A Subdivision for the southeast corner of this tract;

- (2) THENCE, continuing along the said common line of Lots 2 and 3, G and A Subdivision, N 81° 28' 21" W, a distance of 5.00 feet to a ½" iron rod set on the existing east right-of-way line of FM 2061 (Jackson Road) for the southwest corner of this tract;
- (3) THENCE, continuing along the existing east right-of-way line of FM 2061 (Jackson Road) and parallel to the proposed east right-of-way line of FM 2061 (Jackson Road), N 08° 31' 39" E, at 74.67 feet pass the common line of said Lots 1 and 2, G and A Subdivision, a total distance of 149.36 feet to a ¼" iron rod set on the north line of Lot 7, Block 10 and the north line of said Lot 1, G. A. Subdivision for the northwest corner of this tract;
- (4) THENCE, continuing along the common north line of said Lot 7, Block 10, A. J. McColl Subdivision and Lot 1, G and A Subdivision, S 81° 28' 21" E, a distance of 5.00 feet to the POINT OF BEGINNING and containing 747 square feet of land, more or less.

Note: The Point of Beginning of this description has coordinates of X = 1078786.4513 and Y = 16581047.6690; 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 1.00004;

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.

 1/21/05
James Aranda, R.P.L.S. Date
Texas Registration No. 4442

R.P.L.S. SEAL



Parcel Name: PARCEL 10

North: 16581047.6690 East : 1078786.4513
Line Course: S 08-31-39 W Length: 149.36
North: 16580899.9602 East : 1078764.3036
Line Course: N 81-28-21 W Length: 5.00
North: 16580900.7016 East : 1078759.3588
Line Course: N 08-31-39 E Length: 149.36
North: 16581048.4104 East : 1078781.5066
Line Course: S 81-28-21 E Length: 5.00
North: 16581047.6690 East : 1078786.4513

Perimeter: 308.72 Area: 747 sq. ft. 0.02 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0000 Course: S 90-00-00 E
Error North: 0.00000

