

B. Type of Loan

1.  FHA 2.  FmHA 3.  Conv. Unins  
4.  VA 5.  Conv. Ins. 6.  Seller Finance

6. File Number  
**105667**

7. Loan Number

8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "p.o.c." were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower

The County of Hidalgo  
509 E. Earling Road  
San Juan, TX 78589

E. Name & Address of Seller

Board of Directors of the Texas A & M University System, Trustees  
200 Technology Way, Suite 2079  
College Station, TX 77845-3424

F. Name & Address of Lender

G. Property Location

Campacuas Addition, L5070 ac tr of land o/o Lot 9, Block 117, Hidalgo County

H. Settlement Agent Name

Valley Land Title Co.  
612 W. Nolana  
Ste. #570  
McAllen, TX 78504 Tax ID: 20-4064406

Place of Settlement  
Valley Land Title Co.  
217 W. Cano  
Edinburg, TX 78539

I. Settlement Date  
11/6/2008  
Fund:

J. Summary of Borrower's Transaction

K. Summary of Seller's Transaction

100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	\$9,176.00	401. Contract Sales Price	\$9,176.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$700.83	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Water District Taxes		410. Water District Taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
<b>200. Gross Amount Due From Borrower</b>	<b>\$9,876.83</b>	<b>420. Gross Amount Due to Seller</b>	<b>\$9,176.00</b>
<b>200. Amounts Paid By Or in Behalf Of Borrower</b>		<b>500. Reductions in Amount Due to Seller</b>	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205. Funds paid directly to seller by buyer	\$9,176.00	505. Payoff of second mortgage loan	
206.		506. Funds paid directly to seller by buyer	\$9,176.00
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Annual assessments		512. Annual assessments	
213. School property taxes		513. School property taxes	
214. Water District Taxes		514. Water District Taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid By/For Borrower</b>	<b>\$9,176.00</b>	<b>520. Total Reduction Amount Due Seller</b>	<b>\$9,176.00</b>
<b>300. Cash At Settlement From/To Borrower</b>		<b>600. Cash At Settlement To/From Seller</b>	
301. Gross Amount due from borrower (line 120)	\$9,876.83	601. Gross Amount due to seller (line 420)	\$9,176.00
302. Less amounts paid by/for borrower (line 220)	\$9,176.00	602. Less reductions in amt. due seller (line 520)	\$9,176.00
<b>303. Cash From Borrower</b>	<b>\$700.83</b>	<b>603. Cash Seller</b>	<b>\$0.00</b>

**I. Settlement Charges**

<b>700. Total Sales/Broker's Commission based on price</b> \$9,176.00 @ % = <b>\$0.00</b>		Paid From	Paid From
Division of Commission (line 700) as follows:		Borrower's	Seller's
701.	to	Funds at	Funds at
702.	to	Settlement	Settlement
703. Commission Paid at Settlement		\$0.00	\$0.00
704. The following persons, firms or	to		
705. corporation/s received a portion	to		
706. of the real estate commission amount	to		
707. shown above:	to		
<b>800. Items Payable in Connection with Loan</b>			
801. Loan Origination Fee %	to		
802. Loan Discount %	to		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Insurance Application	to		
807. Assumption Fee	to		
<b>900. Items Required by Lender To Be Paid in Advance</b>			
901. Interest from	to @ /day		
902. Mortgage Insurance Premium for months	to		
903. Hazard Insurance Premium for years	to		
<b>1000. Reserves Deposited With Lender</b>			
1001. Hazard insurance	months @	per month	
1002. Mortgage insurance	months @	per month	
1003. City property taxes	months @	per month	
1004. County property taxes	months @	per month	
1005. Annual assessments	months @	per month	
1006. School property taxes	months @	per month	
1007. Water District taxes	months @	per month	
1008. HOA Dues	months @	per month	
1011. Aggregate Adjustment			
<b>1100. Title Charges</b>			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		
1107. Attorney's fees	to		
(includes above items numbers:			
1108. Title insurance	to Valley Land Title Co.	\$229.00	
(includes above items numbers:			
1109. Lender's coverage	\$0.00/\$0.00		
1110. Owner's coverage	\$9,176.00/\$229.00		
1111. Escrow fee	to Valley Land Title Co.	\$350.00	
1112. State of Texas policy guaranty fee.	to Valley Land Title Co.-Guaranty Fee Escrow Account	\$5.00	
1113. Tax Service Fee	to Hidalgo County Property Tax Service	\$54.13	
<b>1200. Government Recording and Transfer Charges</b>			
1201. Recording Fees	Deed ; Mortgage ; Rel		
1202. City/county tax/stamps	Deed ; Mortgage		
1203. State tax/stamps	Deed ; Mortgage		
1204. Right-of-Way Easement	to Valley Land Title Co.	\$52.00	
<b>1300. Additional Settlement Charges</b>			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Courier Fee	to Valley Land Title Co.	\$10.70	
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>		<b>\$700.83</b>	

Previous Editions are Obsolete

Page 2

form HUD-1 (3/86)  
Handbook 4305.2

**SOLICITATION**

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

**SUBSTITUTE FORM 1099 SELLER STATEMENT**

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**SELLER INSTRUCTIONS**

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned hereby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

\*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

The County of Hidalgo



J.D. Salinas, III, County Judge

Regents

Board of Regents of The Texas A &amp; M University System, Trustees


By Michael D. McKinney, M.D., Chancellor  
The Texas A&M University System**SETTLEMENT AGENT CERTIFICATION**

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

**Warning:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

Previous Editions are Obsolete

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form HUD-1 (3/86)  
Handbook 4305.2

## RIGHT-OF-WAY EASEMENT (ROAD - CONDITIONAL)

1. Grant of Easement. The **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM** (hereafter referred to as "**TAMUS**"), acting by and through its duly authorized officer, under and in consideration of the mutual benefits to be derived by both parties, **GRANTS, BARGAINS, SELLS and CONVEYS** to the **COUNTY OF HIDALGO** (hereafter referred to as the "**COUNTY**"), its successors and assigns, a conditional road right-of-way Easement ("Easement") across certain property of **TAMUS** (hereafter referred to as the "Property"), located in Hidalgo County, Texas. The Easement contains 0.49 net acres of land and is more particularly described as follows:

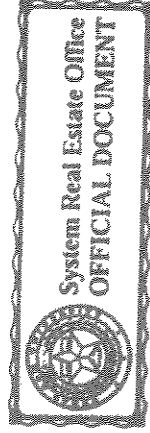
0.49 net acres of land out of Lot 9, Block 117, Campacuas Addition to the Capihallo District, Llano Grande Grant, Hidalgo County, Texas, being more particularly described by metes and bounds on Exhibit "A" attached hereto.

2. Purpose and Location of Easement. The Easement is granted for the purpose of constructing, operating and maintaining a public roadway (Mile 2 West Road) located on the Property.

3. Right of Access. The **COUNTY** agrees to occupy the surface of the Property to the extent and for the length of time necessary to maintain, repair, replace, rebuild and operate the road for public use.

4. Duties. If the **COUNTY** damages or destroys any roads, bridges, culverts, buildings, other structures or equipment on the Property, other than its own property, the **COUNTY** must, within a reasonable period of time, repair or replace such improvements to the extent it will, as nearly as practicable, be in like condition as before such damage or destruction. At the option of **TAMUS**, in lieu of repairing or replacing the improvements, money damages will be paid. Such damages include those caused by the **COUNTY** or its agents or employees entering, departing, or by reason of being present during construction and maintenance of the road. If the **COUNTY** removes any materials or structures, it will fix and level as required by **TAMUS** the land affected so that the Property will be as nearly as possible in the same condition as it was before the **COUNTY** entered on the Property. The **COUNTY** must remove all surplus backfill material, felled trees and other debris caused by its activities on the Property.

The **COUNTY** agrees to notify **TAMUS**, in the manner set forth in Section 19, no later than three (3) business days after completion of any repairs or replacements, and will cooperate with **TAMUS** personnel in conducting an onsite inspection to assess damages resulting from the **COUNTY**'s activities. Prior to any subsequent alteration or additional construction the **COUNTY** agrees to notify **TAMUS**, in the same manner as set forth above, five (5) business days prior to commencement of such activities.



5. No Fee Interest Granted. This is a grant of a conditional road right-of-way only, and does not grant any fee interest to the surface, subsurface, or any interest in the minerals, on or under the Property. This conveyance is made subject to any and all outstanding easements, surface leases, and other encumbrances covering the Property. TAMUS expressly retains all rights to grant, control and renew all Easements, of every kind and character, on, over or under this conditional road right-of-way Easement.

6. Duration of Easement. TAMUS and the COUNTY expressly agree this conditional road right-of-way Easement will remain in force and effect only so long as the Property is used for a public right-of-way.

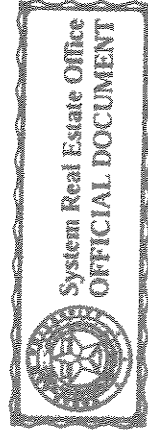
7. Reservation of Non-Conflicting Use of Property. TAMUS expressly reserves the right of access to and from the Property at a point or points as may be deemed necessary, from time to time, by TAMUS.

8. Hold Harmless. THE COUNTY AGREES, TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, TO INDEMNIFY AND HOLD TAMUS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF RIGHTS GRANTED TO THE COUNTY, ITS EMPLOYEES, AGENTS, OR OTHER PERSONS ACTING UNDER THE COUNTY'S DIRECTION. THE COUNTY FURTHER AGREES TO PAY ALL EXPENSES, COSTS, AND ATTORNEYS FEES AS MAY BE ALLOWED BY LAW ASSOCIATED WITH SUCH CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION, AS INCURRED BY TAMUS IN THE ENFORCEMENT OF THIS INDEMNITY PROVISION.

9. Hazardous Waste. The COUNTY will not commit or suffer to be committed waste upon the Property; will keep the road in good working order and repair and in a clean, safe and healthful condition; and comply with all state, federal and local laws, rules and regulations with regard to the use and condition of its improvements on the Property.

The COUNTY will not use the Property or permit it to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. The COUNTY is solely responsible for cleanup of any contamination resulting from the violation of this provision.

If the presence of hazardous materials on the Property is caused or permitted by the COUNTY and such materials result in contamination of the Property or if contamination of the Property by hazardous material otherwise occurs and is related to the COUNTY's use, then **THE COUNTY WILL, TO THE EXTENT ALLOWED BY THE CONSTITUTION AND**



THE LAWS OF THE STATE OF TEXAS, INDEMNIFY, DEFEND AND HOLD TAMUS HARMLESS FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES OR LOSSES (INCLUDING DIMINUTION IN VALUE OF THE PROPERTY, DAMAGES FOR THE LOSS OF OR RESTRICTION ON USE OF THE PROPERTY OR OF ANY AMENITY OF THE PROPERTY, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES AS MAY BE ALLOWED BY LAW, CONSULTANTS' FEES AND EXPERTS FEES) WHICH ARISE DURING OR AFTER THE EASEMENT TERM AS A RESULT OF SUCH CONTAMINATION.

10. Default and Termination. It is agreed upon default by the COUNTY of any of these covenants, conditions and agreements, that TAMUS has the right, and such right is expressly reserved, to declare the Easement forfeited, without prejudice to any claim TAMUS may have against the COUNTY; provided, however, TAMUS will give the COUNTY written notice of its intention to terminate the Easement and the reasons for termination, and the COUNTY will have thirty (30) calendar days after receipt of notice to rectify the default or violation. Upon timely correction, the Easement will remain in full force and effect. Termination or abandonment of the Easement for any cause will automatically revert to TAMUS all rights granted to the COUNTY in this agreement without the necessity of any further action or suit on the part of TAMUS. Upon termination or abandonment, the COUNTY agrees to file a Release of Easement in the Deed Records of Hidalgo County, Texas. Abandonment will be deemed to have occurred when the Easement is not used for the purposes granted for a continuous period of one calendar year.

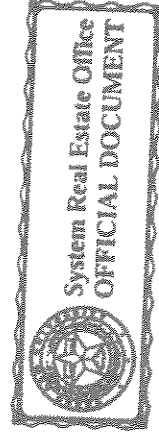
11. Waiver. No waiver by TAMUS or the COUNTY of any default or breach of any term, condition, or covenant of this agreement will be a waiver of any other breach of any other term, condition, or covenant.

12. Privileges and Immunities. The COUNTY acknowledges TAMUS is an agency of the State of Texas and nothing in this agreement will be construed as a waiver or relinquishment by TAMUS of its right to claim exemptions, privileges, and immunities as may be provided by law.

13. Texas Law to Apply. This agreement is construed under and in accordance with the laws of the State of Texas.

14. Grammatical Interpretation. When the singular number is used in this agreement, it also includes the plural, and the masculine gender includes the feminine and neuter gender.

15. Headings. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this agreement.



16. Parties Bound. This agreement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors in interest or office, and assigns (but this Section does not constitute permission for an assignment).

17. Saving Clause. Should any clause in this agreement be found invalid by a court of law, the remainder of this agreement will not be affected and all other provisions in this agreement remain valid and enforceable to the fullest extent permitted by law.

18. Assignment. The **COUNTY** may not sell, assign, encumber, or convey any rights under this agreement, without the prior written consent of **TAMUS**, and any attempt by the **COUNTY** to sell, assign, encumber, or convey any such rights without consent will cause this agreement to terminate.

19. Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received. **TAMUS** and the **COUNTY** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

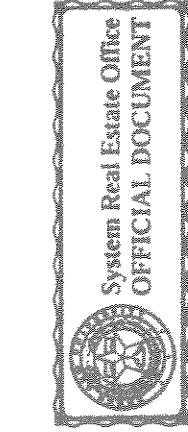
If to **TAMUS**:

System Real Estate Office  
A&M System Building, Suite 2079  
200 Technology Way  
College Station, Texas 77845-3424  
Phone: 979-458-6350  
Fax: 979-458-6359

If to the **COUNTY**:

County of Hidalgo  
P.O. Box 1356  
Edinburg, Texas 78540  
Phone: 956-318-2600  
Fax: 956-318-2699

20. Entire Agreement. This agreement constitutes the entire agreement between **TAMUS** and the **COUNTY** and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. This agreement may only be amended by a subsequent written instrument.



EXECUTED this the 6<sup>th</sup> day of November, 2008 by **TAMUS.**

**BOARD OF REGENTS OF  
THE TEXAS A&M UNIVERSITY SYSTEM**



By: **MICHAEL D. MCKINNEY, M.D.**  
Chancellor  
The Texas A&M University System

APPROVED AS TO FORM:



**TIMOTHY V. COFFEY**  
Assistant General Counsel  
Office of General Counsel  
The Texas A&M University System

EXECUTED this the 23<sup>rd</sup> day of December, 2008 by  
J.O. Salinas, III, County Judge

**COUNTY OF HIDALGO**  
By: 

**J.D. SALINAS, III**  
County Judge

APPROVED AS TO FORM:

**ATLAS & HALL, LLP**

By: \_\_\_\_\_

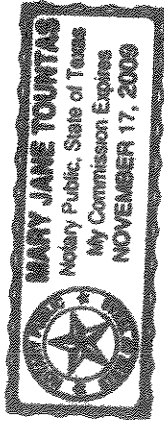
**STEPHEN L. CRAIN**  
County Attorney



ACKNOWLEDGEMENTS

STATE OF TEXAS       §  
                                  §  
                                  §  
COUNTY OF BRAZOS   §

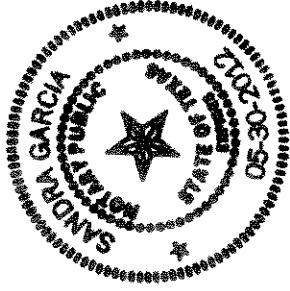
This instrument was acknowledged before me this 6<sup>th</sup> day of November, 2008 by **MICHAEL D. MCKINNEY**, Chancellor of The Texas A&M University System, an agency of the State of Texas, on behalf of the Board of Regents of The Texas A&M University System.



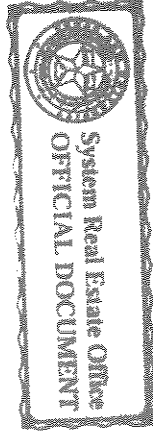
*Mary Jane Tountas*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
                                  §  
COUNTY OF HIDALGO   §

This instrument was acknowledged before me this 23<sup>rd</sup> day of December, 2008 by **J.D. SALINAS, III**, County Judge for the **COUNTY OF HIDALGO**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.



*Sandra Garcia*  
\_\_\_\_\_  
Notary Public, State of Texas



# Exhibit A

COUNTY: HIDALGO

R.O.W. CSJ: 0921-02-170

HIGHWAY: MILE 2 WEST ROAD

PROJECT LIMITS: MILE 12 NORTH TO MILE 7 NORTH

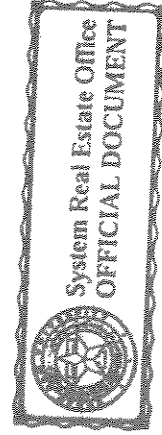
GRANTORS: BOARD OF DIRECTORS OF THE TEXAS A&M UNIVERSITY SYSTEM, TRUSTEE, ITS SUCCESSORS AND ASSIGNS

## FIELD NOTES FOR PARCEL - 119

Being a 1.3391 (60,943 square feet) acre tract of land, more or less, out of a 40.0000-acre tract of land out of Lot 9, Blk. 117, Campacuas Addition to the Capihallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Volume 1, Page 2, Map Records, Hidalgo County, Texas. Said 40.0000-acre tract of land is vested to the Board of Directors of the Texas A&M University System, Trustee, its successors and assigns by virtue of Special Warranty Deed dated June 1, 1972, recorded in Volume 1325, Page 234, Deed Records, Hidalgo County, Texas. Said 1.3391 (60,943 square feet) acre tract of land being more particularly described by metes and bounds as follows;

**COMMENCING** at a point 50.00 west of the Northwest corner of Lot 5, Blk. 100, Campacuas Addition to the Capihallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Vol.1 Pg. 2 of Hidalgo County Map Records, **THENCE**, S 01°12' 31" E, a distance of 1320.00 feet to the **POINT OF BEGINNING**, with grid coordinates of X=1,166,760.7584 and Y=16,600,966.8376. Said point also being the northwest corner of said tract herein described. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

**THENCE**, N 88° 47' 29" E, for a distance of 50.00 feet, to a point on the East line of Lot 9, Blk. 117, for the northeast corner of said tract herein described;



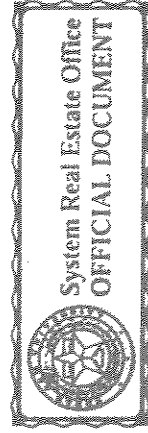
THENCE, S 01° 12' 31" E, for a distance of 1,320.00 feet, to a point on the South line of Lot 9, for the Southeast corner of said tract herein described;

THENCE, S 88° 47' 29" W, parallel to the North line of Lot 9, for a distance of 32.38 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for the Southwest corner of said tract herein described;

THENCE, In a Northwesterly direction with the proposed West Right-of-Way line of said Mile 2 West and with the line of said curve to the left with an arc angle of 01° 13' 36", a radius of 11,419.00 feet, a tangent of 122.24 feet, a curve length of 244.46 feet, a chord that bears N 02° 59' 28" W and a chord length of 244.46 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed West Right-of-Way line of said Mile 2 West;

THENCE, In a Northwesterly direction with the proposed West Right-of-Way line of said Mile 2 West and with the line of said curve to the right with an arc angle of 02° 23' 45", a radius of 11,499.00 feet, a tangent of 240.46 feet, a curve length of 480.84 feet, a chord that bears N 02° 24' 24" W and a chord length of 480.81 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the proposed West Right-of-Way line of said Mile 2 West;

THENCE, N 01° 12' 31" W, for a distance of 594.96 feet to the **POINT OF BEGINNING** and containing 1.3991 (60,943 square feet) acres of land, of which 0.9091 of an acre lies in the existing Mile 2 West Road Right of Way, and leaving a **PROPOSED NET TAKING** of 0.4900 of an acre of land, more or less.



**NOTICE TO PURCHASERS  
DEED RESTRICTIONS**

STATE OF TEXAS  
COUNTY OF HIDALGO

The real property described below, which you are purchasing is subject to deed restrictions recorded in Hidalgo County, Texas as set out in Schedule B of the Title Commitment.

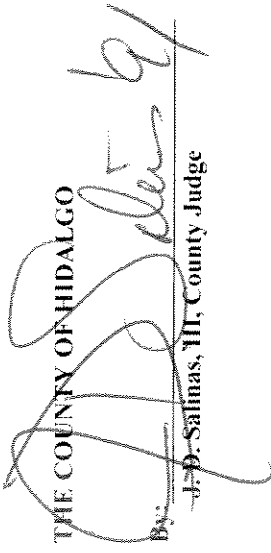
**A 1.3391 (60,943 SQFT.) ACRE TRACT OF LAND, MORE OR LESS, OUT OF A 40.0000-ACRE TRACT OF LAND OUT OF LOT NINE (9), BLOCK ONE HUNDRED SEVENTEEN (117), CAMPACUAS ADDITION TO THE CAPISALLO DISTRICT, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS. SAID 40.0000-ACRE TRACT OF LAND IS VESTED TO THE BOARD OF DIRECTORS OF THE TEXAS A&M UNIVERSITY SYSTEM, TRUSTEE, ITS SUCCESSORS AND ASSIGNS BY VIRTUE OF SPECIAL WARRANTY DEED DATED JUNE 1, 1972, RECORDED IN VOLUME 1325, PAGE 234, DEED RECORDS, HIDALGO COUNTY, TEXAS. SAID 1.3391 (60,943 SQFT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: SEE EXHIBIT "A" ATTACHED HERETO AS PART OF THIS DOCUMENT.**

The undersigned acknowledge that they have been furnished with a copy of said restrictive covenants and further acknowledge that we have been furnished with a copy of the Owner's Title Policy Commitment.

We further acknowledge that we have been advised that if there are any matter in either the restrictive covenants or the Owner's Title Policy Commitment which we do not understand, that we should seek legal counsel of our own choosing for an explanation of the legal significance and effect that these matters may have on our property.

We agree that the owner's Title Policy, which will be issued by Valley Land Title Company, covering the above described real property will be issued on the promulgated Texas Form which contains the standard printed exceptions and those special exceptions set out on Schedule B of the above referenced Owner's Title Policy Commitment.

BUYER:

THE COUNTY OF HIDALGO  
By:   
J. D. Salinas, III, County Judge

Date: November 6, 2008

NOTIFICATION OF TAXING AUTHORITIES

GF# 105667

RE: A 1.3391 (60,943 SQFT.) ACRE TRACT OF LAND, MORE OR LESS, OUT OF A 40.0000-ACRE TRACT OF LAND OUT OF LOT NINE (9), BLOCK ONE HUNDRED SEVENTEEN (117), CAMPACUAS ADDITION TO THE CAPIHALLO DISTRICT, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS. SAID 40.0000-ACRE TRACT OF LAND IS VESTED TO THE BOARD OF DIRECTORS OF THE TEXAS A&M UNIVERSITY SYSTEM, TRUSTEE, ITS SUCCESSORS AND ASSIGNS BY VIRTUE OF SPECIAL WARRANTY DEED DATED JUNE 1, 1972, RECORDED IN VOLUME 1325, PAGE 234, DEED RECORDS, HIDALGO COUNTY, TEXAS. SAID 1.3391 (60,943 SQFT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: SEE EXHIBIT "A" ATTACHED HERETO AS PART OF THIS DOCUMENT.

Please be advised that tax statements will continue to be sent to the previous owner. In order for tax statements to be sent to you, upon receipt of the recorded Warranty Deed which is mailed to you directly from the Hidalgo County Clerk's office, you need to take it to the following office so that they can change their records accordingly:

Hidalgo County Appraisal District  
4405 S. Professional Drive  
Edinburg, Texas 78539

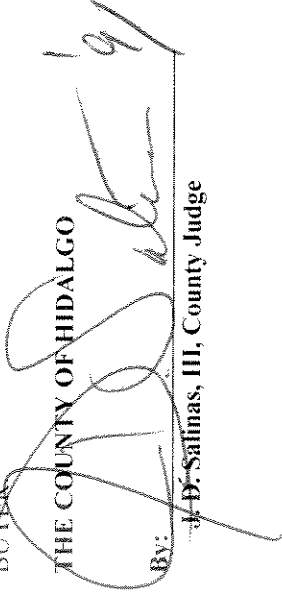
This information will also need to be given to any Water District which affects the property.

**PLEASE NOTE THAT IT IS THE NEW OWNERS RESPONSIBILITY TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT OF THE CHANGE OF OWNERSHIP. FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST CHARGES BEING ADDED TO YOUR TAX STATEMENTS FOR LATE PAYMENT.**

The undersigned hereby acknowledges receipt of this notice on December 23, 2008.

BUYER:

THE COUNTY OF HIDALGO

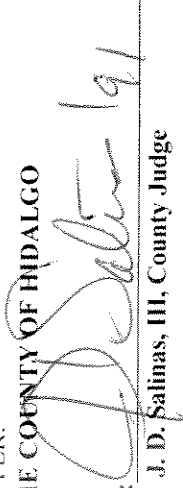
  
By: J. D. Salinas, III, County Judge

**BUYER'S ACCEPTANCE OF DEED**

The undersigned Buyer hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges that same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

BUYER:

**THE COUNTY OF HIDALGO**

By: 

J. D. Salinas, III, County Judge

DATED: November 6, 2008

WAIVER OF INSPECTION

PLEASE SIGN & RETURN THIS WAIVER

GF NO: 105667

TO: VALLEY LAND TITLE CO.

AGENT FOR: COMMONWEALTH LAND TITLE INSURANCE COMPANY

Gentlemen:

I/We **THE COUNTY OF HIDALGO**, have this day purchased from **BOARD OF DIRECTORS OF THE TEXAS A&M UNIVERSITY SYSTEM, TRUSTEES** the following described property in Hidalgo County, Texas, to-wit:

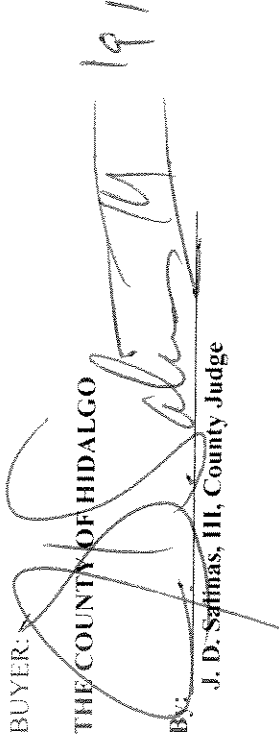
**A 1.3391 (60,943 SQFT.) ACRE TRACT OF LAND, MORE OR LESS, OUT OF A 40.0000-ACRE TRACT OF LAND OUT OF LOT NINE (9), BLOCK ONE HUNDRED SEVENTEEN (117), CAMPACUAS ADDITION TO THE CAPISALLO DISTRICT, LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 1, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS. SAID 40.0000-ACRE TRACT OF LAND IS VESTED TO THE BOARD OF DIRECTORS OF THE TEXAS A&M UNIVERSITY SYSTEM, TRUSTEE, ITS SUCCESSORS AND ASSIGNS BY VIRTUE OF SPECIAL WARRANTY DEED DATED JUNE 1, 1972, RECORDED IN VOLUME 1325, PAGE 234, DEED RECORDS, HIDALGO COUNTY, TEXAS. SAID 1.3391 (60,943 SQFT.) ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: SEE EXHIBIT "A" ATTACHED HERETO AS PART OF THIS DOCUMENT.**

I/We waive inspection and hereby accept a policy showing the exception "Right of Parties in Possession".

EXECUTED on December 23, 2008.

BUYER:

**THE COUNTY OF HIDALGO**

  
By: J. D. Saffmas, III, County Judge