

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: Stewart Title Guaranty Company (“Title Insurer”)
RE: Edwards Abstract and Title Co. (“The Company”)
Hidalgo County, Texas to Hidalgo County Drainage District No. 1

GF (File) Number: 785565

Land: A 3.49 acre tract of land out of Lot Fifteen (15), Section Two Hundred Forty-five (245), TEXAS-MEXICAN RAILWAY COMPANY’S SURVEY, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, said tract more particularly described by metes and bounds as follows:

BEGINNING at a cotton picker spindle set on the West line of Lot 15 and in the centerline of Doolittle Road for the Southwest corner of the Roman Vera, Jr. Tract (a 4.85 acre tract out of Lots 9, 10, 15 and 16, Section 245, Texas-Mexican Railway Company’s Survey, according to Deed without Warranty recorded under County Clerk’s Document Number 1229613, Official Records, Hidalgo County, Texas), and the Northwest corner of this tract, said spindle bears South 09 degrees 05 minutes West, 40.00 feet from the Northwest corner of Lot 15;

THENCE, South 80 degrees 55 minutes East, along the South line of the Roman Vera, Jr. Tract, passing a ½ inch iron rod with cap stamped RPLS 4856 found at 30.00 feet for the East right of way line of Doolittle Road, a total distance of 358.00 feet to a ½ inch iron rod with cap stamped RPLS 4856 set for the Northeast corner of this tract;

THENCE, South 09 degrees 05 minutes West, a distance of 424.47 feet to a ½ inch iron rod with cap stamped RPLS 4856 set for the Southeast corner of this tract;

THENCE, North 80 degrees 55 minutes West, passing a ½ inch iron rod with cap stamped RPLS 4856 set at 328.00 feet for the East right of way line of Doolittle Road, a total distance of 358.00 feet to a cotton picker spindle set on the West line of Lot 15 and in the centerline of Doolittle Road for the Southwest corner of this tract;

THENCE, North 09 degrees 05 minutes East, along the West line of Lot 15 and the centerline of Doolittle Road, a distance of 424.47 feet to the POINT OF BEGINNING and CONTAINING 3.49 acres of land, more or less.

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

1. Waiver of Inspection

You may refuse to accept an exception to the Owner’s Policy for “Rights of Parties in Possession.” “Rights of Parties in Possession” shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. Receipt of Commitment

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. Survey

You may request amendment of the “Area and Boundary Exception” to read “Shortages in Area.” The Area and Boundary Exceptions is as follows: “Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements.” You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. Arbitration

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. **Notice**

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Signature:

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia, Chairman of the Board of Directors