

**C O U N T Y**



**H I D A L G O**



*COUNTY COMMISSIONER, PCT. No. 4*

**JOSEPH PALACIOS**

1051 N. DOOLITTLE RD.

EDINBURG, TEXAS 78542

OFFICE: (956) 383-3112

FAX: (956) 381-5905

## MEMORANDUM

**To:** Hidalgo County Commissioners Court

**From:** Joe Ochoa  
Right of Way Agent *J.*

**Date:** March 11, 2014

**Subject:** Parcel 14-Trenton Drainage Project  
Lone Star National Bank

=====

Appraised Value	\$4,527.00
Counter Offer	\$6,500.00
Difference	\$1,973.00

\*\*\*See attached supporting documents

Zimbra

jose.ochoa@co.hidalgo.tx.us

**RE: Offer Letter**

**From :** Rueben Cole <coler@lonestarnationalbank.com>  
**Subject :** RE: Offer Letter  
**To :** Jose Ochoa <jose.ochoa@co.hidalgo.tx.us>

Thu, Mar 06, 2014 03:35 PM

 11 attachments

Joe the LSNB's counter-offer is \$6,500.00 please let me know if accepted.



Rueben Cole | Senior Vice President & Senior Collections Officer

217 W. Cano | Edinburg, TX 78539  
Phone (956) 984-2727 | Fax (956) 984-2297 | Mobile (956) 457-5629

**Lone Star National Bank**

Bringing the Bank to You in the Rio Grande Valley and San Antonio

[www.lonestarnationalbank.com](http://www.lonestarnationalbank.com)



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 Equal Housing Lender | Member FDIC

**From:** Jose Ochoa [mailto:jose.ochoa@co.hidalgo.tx.us]  
**Sent:** Monday, March 03, 2014 8:38 AM  
**To:** Rueben Cole  
**Subject:** Offer Letter

Good Morning Mr. Cole,  
Can you please call me when you have a chance regarding the offer letter sent on the property the bank foreclosed on. I can be reached at (956) 648-1245. Thanks.



Jose Ochoa  
Right of Way Agent  
P 956.383.3112 Ext. 4016  
F 956.381.5905

# COUNTY *of* HIDALGO

**JOSEPH PALACIOS**  
1051 N. DOOLITTLE RD.  
EDINBURG, TEXAS 78542  
OFFICE: (956) 383-3112  
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

February 11, 2014

Lone Star National Bank  
I/O Rueben Cole  
612 W. Nolana Suite 100  
McAllen, TX, 78504

Trenton Drainage Project  
GLO Project No: DRS010068  
Parcel # 14-Lone Star National Bank

By Certified Mail, Return Receipt Requested No: 7011 2000 0001 9719 1757

Dear Mr. Cole,

In acquiring property for the County of Hidalgo (the "County"), the Hidalgo County Right of Way Department (the "Department") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the County's negotiator, a portion of your property located in the project area, as described in the enclosed property description, is to be acquired for the construction or improvement of the above-referenced drainage project.

We believe at this stage of the purchase process, it is mutually beneficial to confirm that, based on an appraisal and appraisal review, the County is authorized to offer you \$4,527.00 for your property which includes \$4,527.00 for the property to be purchased and \$-0- for damages and/or improvements to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the Department to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department.

## BREAKDOWN

Land:		
0.180 Ac @ \$18,000.00	Per Ac. (As Fee Simple)	\$3,240.00

0.143 Ac @ \$ 9,000.00	Per Ac. (As Easement)	\$1,287.00
Improvements: N/A		
Total Estimated Value:		\$4,527.00
Cost to Cure Damages N/A		
Total Offer		<b><u>\$4,527.00</u></b>

If you wish to accept the offer based upon this appraisal, please contact me (Joe Ochoa) as soon as possible, at (956) 383-3112, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement/counteroffer shall be forfeited if such a settlement request is not received by the Department within the 30 day time deadline.*

In the event the condition of the property changes for any reason, the Department shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bill(s) or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six (6) months after you are notified of the Department's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the County's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "Relocation Assistance" which will inform you of eligibility requirements, payments and services which are available.


You have the right to discuss with others any offer or agreement regarding the Department's acquisition of the subject property, or you may (but are not required to)

keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Attached is a copy of the County's brochure entitled "*Right of Way Purchase*" which we trust will give you a better understanding of the procedures followed by the Department in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the Department's offer or proposed purchase transaction. Also, please do not hesitate to contact me at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights

Sincerely,

  
Joe Ochoa  
Precinct 4 Right of Way Agent

**ENCLOSURES:**

Appraisal Report

Appraisal Review

Landowner Bill of Rights

Brochure ("Right of Way Purchase")

Brochure (Purchase of Right of Way by Counties and Cities)

Brochure (Relocation Assistance)

Brochure (State Purchase of Right of Way)



**REAL ESTATE APPRAISAL REPORT**  
TEXAS DEPARTMENT OF TRANSPORTATION

**Address of Property:** Located along Trenton Road, 0.5 Miles East of Tower Road, Hidalgo County, Texas.

**District:** N/A

**Property Owner:** Construction & More, LLC

**ROW CSJ:** N/A

**Address of Property Owner:** 212 North 38th Street McAllen Texas 78504

**Parcel:** 14

**Occupant's Name:** N/A

**Federal Project No:** N/A

**Whole:**  **Partial:**  **Acquisition**

**Highway:** Trenton Drain **County:** Hidalgo

**Purpose of the Appraisal**

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

**Market Value**

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

**Certificate of Appraiser**

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is \$4,527.00 as of February 21, 2011, based upon my independent appraisal and the exercise of my professional judgment; on February 21, 2011, (date)(s), I personally inspected in the field the property herein appraised; I afforded Construction & More, LLC, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 21, 2011, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Hidalgo County Precinct No. 4, officials of the Federal Highway Administration until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature  
State Certified General Real Estate Appraiser – TX 1328375 – General  
Certification Number  
March 1, 2011  
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.  
*Joseph L. Pearson* 3-23-11  
District Reviewing Appraiser Date

### **Certificate of Appraisal**

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

### **Identification of Client & Intended User of Appraisal Report**

The client for this report is identified as Hidalgo County Precinct No. 4 under the direction of Honorable Hidalgo County Commissioner Joseph Palacios. Commissioner Palacios and others which would be involved with the acquisition of said proposed right-of-way. The part to be acquired is for the use as a portion of a drainage improvement project with the project limits: Being an area of land located between Alberta Road and Trenton Road, from Alamo Road to east of Tower Road, in Hidalgo County, Texas.

The intended use of the report is to assist Mr. Benito Rodriguez, Right-of-Way Agent and others involved with the project, for future negotiations of acquiring a portion of said property as fee simple in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a ~~summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 7/2004.~~ The intended user of the report is defined as Hidalgo County Precinct No. 4, and may include other governmental entities which may be participating in the project. Benito Rodriguez, Right-of-Way Agent of the Hidalgo County Right-of-Way Department, shall be the project manager for this project under the direction of Commissioner Joseph Palacios, Jr. Mr. Rodriguez has a local office located at 2401 N Moorefield Road, Mission, Texas and can be contacted at (956) 283-8134.

### **Scope of the Assignment**

By work order dated January 31, 2011 on behalf of Hidalgo County Precinct No. 4, Benito Rodriguez, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Quintanilla, Headley and Associates, Inc Engineering located at 124 E. Stubbs Street, Edinburg, Texas. Leonel Garza III is the owner of Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue Ste 1, McAllen, Texas. This office has been in operation for over 30 years of which Leonel Garza III, became owner of the family operation after the passing of Leonel Garza Jr. in 1998. Leonel Garza III has specialized in right-of-way acquisition field for over 10 years of which has performed projects in the following County's: Cameron County, Hidalgo County, Starr County, Zapata County, Webb County, Nueces County and Brooks County. Leonel Garza III, shall inspect each property personally along with staff member and General Certified Appraiser Luis C. Garza License No. 1338051 who has worked under the direction of Leonel Garza III for over five (5) years. Luis C. Garza will aid in the preparation of the report, however, all analysis, determination of comparables and the determination of compensable items shall be performed by Leonel Garza III. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along Trenton Road and Alberta Road were also reviewed in order to determine the current market asking price for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way.

### **Purpose of the Appraisal Report**

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired by the Hidalgo County Precinct No. 4, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

### **Property Rights Appraised**

As per scope of the assignment the property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." The subject property is encumbered with an active irrigation easement. As per scope of the assignment a value estimate for the easement is also to be determined. According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." By definition, the ownership of real estate is endowed with a bundle of rights.

### **Accessibility To Subject Property**

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of February 3, 2011. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

### **Analysis of Subject As A Whole**

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the southern property line of the subject property, south of Trenton Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

### **Economic Unit Analysis**

The subject property shall be analyzed based on a 9.85 Acres tract of land as indicated by survey. The area for the subject property as a whole is indicated as per survey provided by Quintanilla, Headley and Associates, Inc dated August 4, 2010. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 3.9 acres to 10.555 acres. These indicated economic unit values are used for the valuation of the proposed acquisition as the part to be acquired does constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the whole.

**Part To Be Acquired**

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 0.323 acres (14,070 square feet). The part to be acquired is encumbered by an 0.120 acre H.C.I.D. No. 2 Irrigation easement and a 0.023 acre Texas Eastern Transmission Corporation gas line easement, leaving a net 0.180 acre (7,841 square feet) of land owned in fee simple. The proposed acquisition has approximately 330.08' lineal feet of frontage along the southern property line of the subject property, south of Trenton Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as a residential use tract of land, which is based on the local market trends along Trento Road. This highest and best use is further explained on page 3.2 of this report.

<b>To Be Acquired (Net)</b>	<b>0.180 Acres</b>
	<b>7,841 Square Feet</b>

**Legal Description: Part To Be Acquired**

A 0.323 of an acre tract of land out of Lot 1, Block 54, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 24-26, Map Records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's Lien Recorded Under County Clerk's Document Number 1859287, Official Records, Hidalgo County, Texas.

**Remainder Before and After Acquisition**

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the proposed acquisition.

**Property Tax Information**

The Hidalgo County Appraisal District is located at 4405 S. Professional Dr., Edinburg, Texas and can also be accessed via [www.hidalgoad.org](http://www.hidalgoad.org). According to the information provided by the website, the subject property was confirmed to be under the ownership of Construction & More, LLC . This was found under the tax account 113255 of which the subject property is current assessed at \$12,136. The land portion of the assessment is indicated to be \$98,500 for 9.85 acres which equates to \$10,000 per acre. A portion of the subject property currently receives an agriculture use exemption due to its current use for row crop farming, as such the assessed agricultural use value is \$3,636 for 9.00 acres. The agricultural assessed unit rate is \$404.00 per acre. The property taxes for the subject appear to be current; however, further research with the Hidalgo tax office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

**General Site Assessment Statement**

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. A survey of the remainder of the subject property was not provided or necessary due to the acquisition being a partial taking. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

**Utility Services Available**

The subject property is located in a region, which contains, water, electricity, cable, and phone service, which is typical of the market area. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider. As such said relocation and reconnection cost shall not be included in the valuation of the part to be acquired.

**Identification of Personal Property**

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

**Current Listing Status**

~~Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.~~

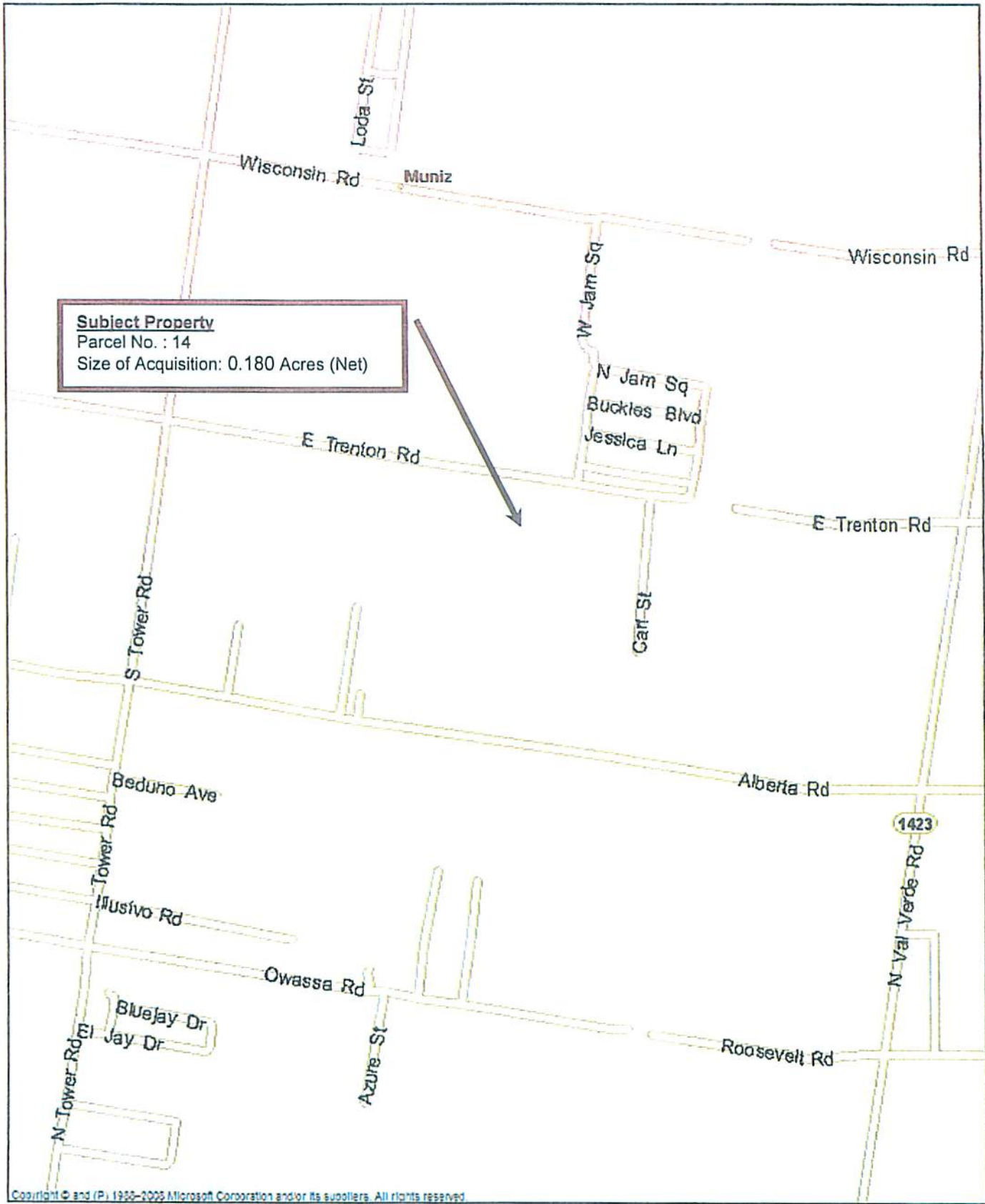
**Exposure Time**

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

**Estimated Marketing Time Period**

The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the Hidalgo County markets along Trenton Road and neighboring thoroughfares. The analysis included the indicated "DOM" Days on Market as shown on the several multiple listing service which provides local Realtors® an avenue to advertise properties located in the Rio Grande Valley with the focus within Hidalgo County.

# LOCATION MAP OF SUBJECT PROPERTY



Copyright © and (P) 1998-2005 Microsoft Corporation and/or its suppliers. All rights reserved.

Microsoft® MapPoint 2006 (13.00.15.2800)

# AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth



# AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth (Closer View of Subject Property)



NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY QUINTANILLA, HEADLEY, AND ASSOCIATES, INC. AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.



COMMITMENT FOR TITLE INSURANCE

Issued By

*Alliant National Title Insurance Company*

SCHEDULE A

Effective Date: February 3, 2014, 5:00 pm

GF No. 120586

Commitment No. \_\_\_\_\_, issued February 10, 2014, 08:59 am

1. The policy or policies to be issued are:
  - (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED: **County of Hidalgo**
  - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount:  
PROPOSED INSURED:
  - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)  
  
Policy Amount:  
  
PROPOSED INSURED:  
  
Proposed Borrower:
  - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:
  - (f) OTHER  
Policy Amount:  
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:  
**Lone Star National Bank**
4. Legal description of the land:  
**A 0.323 OF AN ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 1, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1859287, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.**  
  
**BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF LOT 1 FOR THE SOUTHEAST CORNER OF THE ANASTACIO SANCHEZ TRACT (THE WEST HALF OF THE EAST HALF OF LOT 1, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1817328, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS South 81 degrees 28 minutes 09 seconds East, 993.31 FEET FROM THE SOUTHWEST CORNER OF LOT 1.**

**THENCE; North 08 degrees 31 minutes 51 seconds East, ALONG THE EAST LINE OF THE ANASTACIO SANCHEZ TRACT, A DISTANCE OF 65.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.**

**THENCE; South 81 degrees 28 minutes 09 seconds East, A DISTANCE OF 84.53 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.**

**THENCE; South 06 degrees 38 minutes 21 seconds West, A DISTANCE OF 30.02 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.**

**THENCE; South 81 degrees 28 minutes 09 seconds East, A DISTANCE OF 244.56 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF LOT 1 FOR THE NORTHEAST CORNER OF THIS TRACT.**

**THENCE; South 08 degrees 31 minutes 51 seconds West, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 35.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 1 AND THE SOUTHEAST CORNER OF THIS TRACT.**

**THENCE; North 81 degrees 28 minutes 09 seconds West, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 330.08 FEET TO THE POINT OF BEGINNING.**

**COMMITMENT FOR TITLE INSURANCE**

Issued By

***Alliant National Title Insurance Company***

**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):  
  
**NONE**
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. (Applies to the Owner's Policy only.)
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 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 rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2014, 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. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. **Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.**
  - b. **Roadway and reservations as shown on the map and dedication of Alamo Land and Sugar Company's Subdivision, recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas.**
  - c. **15 foot irrigation easements in favor of Hidalgo County Irrigation District No. 2 as evidence by existing irrigation lines and as shown on the survey prepared by Alfonso Quintanilla, RPLS No. 4856, dated August 4, 2010.**
  - d. **Easements for roadways and canals in favor of Alamo Land and Sugar Company as shown by instrument dated December 10, 1917, recorded in Volume 71, Page 605, Deed Records of Hidalgo County, Texas.**
  - e. **Easements for roadways, laterals and canals as shown by instrument dated December 15, 1927, recorded in Volume 267, Page 465 and dated December 15, 1927, recorded in Volume 273, Page 469, Deed Records of Hidalgo County, Texas.**
  - f. **Right of way easement in favor of Texas Eastern Transmission Corp as shown by instrument dated November 12, 1956, recorded in Volume 877, Page 15, Deed Records of Hidalgo County, Texas, and as shown on the survey prepared by Alfonso Quintanilla, RPLS No. 4856, dated August 4, 2010.**
  - g. **Right of way easement in favor of Texas Eastern Transmission Corp. as shown by instrument dated July 5, 1956, recorded in Volume 866, Page 620, Deed Records and Relocation Agreement dated August 17, 1998, filed October 7, 1998 under Document No. 715430, Official Records of Hidalgo County, Texas, and as shown on the survey prepared by Alfonso Quintanilla, RPLS No. 4856, dated August 4, 2010.**
  - h. **Mineral and/or royalty reservations as set forth in Deed dated August 26, 1972, recorded in Volume 1333, Page 631, Deed Records of Hidalgo County, Texas.**

**Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.**

- i. **Mineral and/or royalty reservations as set forth in Deed dated April 14, 1977, recorded in Volume 1528, Page 988, Deed Records of Hidalgo County, Texas.**

**Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.**

- j. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Leases in favor of Yuma Petroleum Company, recorded in Volume 2239, Page 57 and recorded in Volume 2239, Page 90, Official Records of Hidalgo County, Texas.**
- k. **Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease in favor of Jamex II, Ltd., L.L.P., dated June 7, 2001, filed July 17, 2001 under Document Number 989424, and filed August 30, 2001 under Document Numbers 1003310 and 1003311, Official Records of Hidalgo County, Texas.**
- l. **Terms, conditions and stipulations of the Contract of Sale by and between Construction & Moore, LLC and Ramon Martinez, dated February 12, 2010, filed December 22, 2011 under Document Number 2011-2267170, Official Records of Hidalgo County, Texas. This Company does not insured against loss or damage which the Assured may sustain as a result of default on the part of the seller in the real estate contract described in**

**Schedule A, Item 4, or resulting from seller's inability or refusal for any reason to execute and deliver a Deed to the Assured.**

- m. Rights of parties in possession.**
- n. Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.**
- o. Any part thereof which lies within canal right of way claimed in fee simple by Hidalgo County Irrigation District No. 2 as set forth in instrument recorded in Volume 19, page 201, Deed Records, Hidalgo County, Texas, is expressly excluded from coverage of this policy.**
- p. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does guarantee that no such liens have been filed with the County Clerk of Hidalgo County, Texas, prior to the date hereof.**

**Liability hereunder at the date hereof is limited to \$ . Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.**

COMMITMENT FOR TITLE INSURANCE

Issued By

*Alliant National Title Insurance Company*

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. The enclosed Waiver of Inspection along with Affidavit of Debts and Liens should be executed and returned to this office.
6. Tax certificates should be furnished from State and County, Donna School District and Hidalgo County Irrigation District No. 2.
7. Title to the subject property is based upon a foreclosure and a Substitute Trustee's Deed dated 11/8/2013 filed 11/12/2013 under Document Number 2013-2463833, Official Records, Hidalgo County, Texas.

Satisfactory evidence that the obligors or their assigns or successors in interest are not in possession of the property should be provided to this office.

8. Note as to Estimated Premium Amounts Disclosed on Schedule D:

Schedule "D", item 3, discloses an estimated premium of title policy premiums and endorsements based upon information provided at the time the initial order is placed. If changes occur after the order is placed, it may affect the estimated amounts shown. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance. If you have any questions, please call the Exam Department at 956-383-2708 or email [customerservice@valleylandtitleco.com](mailto:customerservice@valleylandtitleco.com).

Countersigned  
Valley Land Title Co.

By \_\_\_\_\_  
Authorized Signatory

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE D**

GFNo. 120586

Effective Date: February 3, 2014, 5:00 pm

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of Alliant National Title Insurance Company, Inc., as of December 31, 2012

- |   |  |   |                    |
|---|--|---|--------------------|
| • | * David D. Ginger, President                     | • | * John R. Baumgart |
| • | * Robert J. Grubb, Chief Executive Officer       | • | * John C. Martin   |
| • | Robert Scott Hendrickson, Treasurer              | • | * Ed Haselden      |
| • | and Chief Financial Officer                      | • | * Jim Hutcheson    |
| • | Phyllis J. Mulder, Secretary and General Counsel |   |                    |

\* Indicates Director

Agent Investors Group of America, LLC, owns 100% of the stock of Alliant National Title Insurance Company, Inc. and Mt. Audubon Associates and John R. Baumgart each own ten percent or more of Agents Investors Group of America, LLC.

2. **AGENT: VALLEY LAND TITLE COMPANY, LTD. DBA VALLEY LAND TITLE CO.**

The following disclosures are made by the Title Insurance Agent issuing this commitment pursuant to Rule P-21.

- A. Shareholders, owners and/or partners controlling one percent (1%) or more of the entity:  
Alonzo Cantu and Valley Land Management Company, L.L.C.
- B. Shareholders, owners and/or partners controlling ten percent (10%) or more of Valley Land Management Company, L.L.C.:  
Alonzo Cantu

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owners Policy	<u>\$238.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$5.00</u>
Other	<u>\$0.00</u>
Total	<u>\$243.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" \*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

---**MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

---**EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the policy is issued, all Exceptions will be on Schedule B of the Policy.

---**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---**CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

**DELETION OF ARBITRATION PROVISION**  
(Not applicable to the Texas Residential Owner's Policy)

Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

**The arbitration provision in the Policy is as follows:**

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Alliant National Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1 \$243.00	2 1000 0710	3	4 215	5	6	7	8



**PRIVACY POLICY NOTICE**

**Purpose of Notice:**

Alliant National Title Insurance Company respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

**Types of Information We May Collect:**

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

**Use and Disclosure of Information:**

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

**Protection of Your Personal Information:**

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

**Changes:**

This notice may be revised in accordance with applicable privacy laws.

Alliant National Privacy Notice (October 2008)



## PRIVACY POLICY NOTICE

### **Purpose of Notice:**

Valley Land Title Co. respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

### **Types of Information We May Collect:**

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

### **Use and Disclosure of Information:**

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

### **Protection of Your Personal Information:**

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

### **Changes:**

This notice may be revised in accordance with applicable privacy laws.

**VALLEY LAND TITLE CO.**

It is important to *Valley Land Title Co.* that you are completely satisfied with our services.

Please complete the following survey; your participation is greatly appreciated. If you have any positive or negative comments that you would like to share with us, please provide them below. You can then place the completed form in the envelope provided. Also, if you prefer, feel free to fax or email the completed form to Paul R. Rodriguez, CEO at 956-217-3122 or email comments to [rodriguezp@valleylandtitleco.com](mailto:rodriguezp@valleylandtitleco.com). Thank you for taking the time to assist us in providing quality service.

DATE: \_\_\_\_\_ NAME: \_\_\_\_\_

<b>SURVEY RATING SCALE</b>	
Exceptional:	<b>5</b>
Very Good:	<b>4</b>
Good:	<b>3</b>
Fair:	<b>2</b>
Poor:	<b>1</b>

1. How would you rate the accuracy of your closing? \_\_\_\_\_
2. How would you rate the quality of service received from staff? \_\_\_\_\_
3. How would you rate the level of service you received from the closer? \_\_\_\_\_
4. How would you rate our overall service for friendliness? \_\_\_\_\_
5. How would you rate our overall service for hospitality? \_\_\_\_\_
6. How would you rate your overall experience? \_\_\_\_\_

Comments: (Please suggest any additional service that would have been helpful with your transaction or that would be helpful to you in the future)

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METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4  
SAN CARLOS DRAINAGE IMPROVEMENTS  
TRENTON DRAIN  
PARCEL: No.14 FEE SIMPLE

A 0.323 OF AN ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1859287, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF LOT 1 FOR THE SOUTHEAST CORNER OF THE ANASTACIO SANCHEZ TRACT (THE WEST HALF OF THE EAST HALF OF LOT 1, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1817328, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 81°28'09" E, 993.31 FEET FROM THE SOUTHWEST CORNER OF LOT 1.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE ANASTACIO SANCHEZ TRACT, A DISTANCE OF 65.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, A DISTANCE OF 84.53 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 06°38'21" W, A DISTANCE OF 30.02 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, A DISTANCE OF 244.56 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF LOT 1 FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 35.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 1 AND THE SOUTHEAST CORNER OF THIS TRACT.

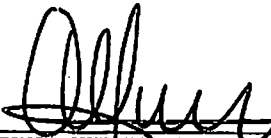
THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 330.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.323 OF AN ACRE OF LAND MORE OR LESS.


BEARINGS ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No.2, RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

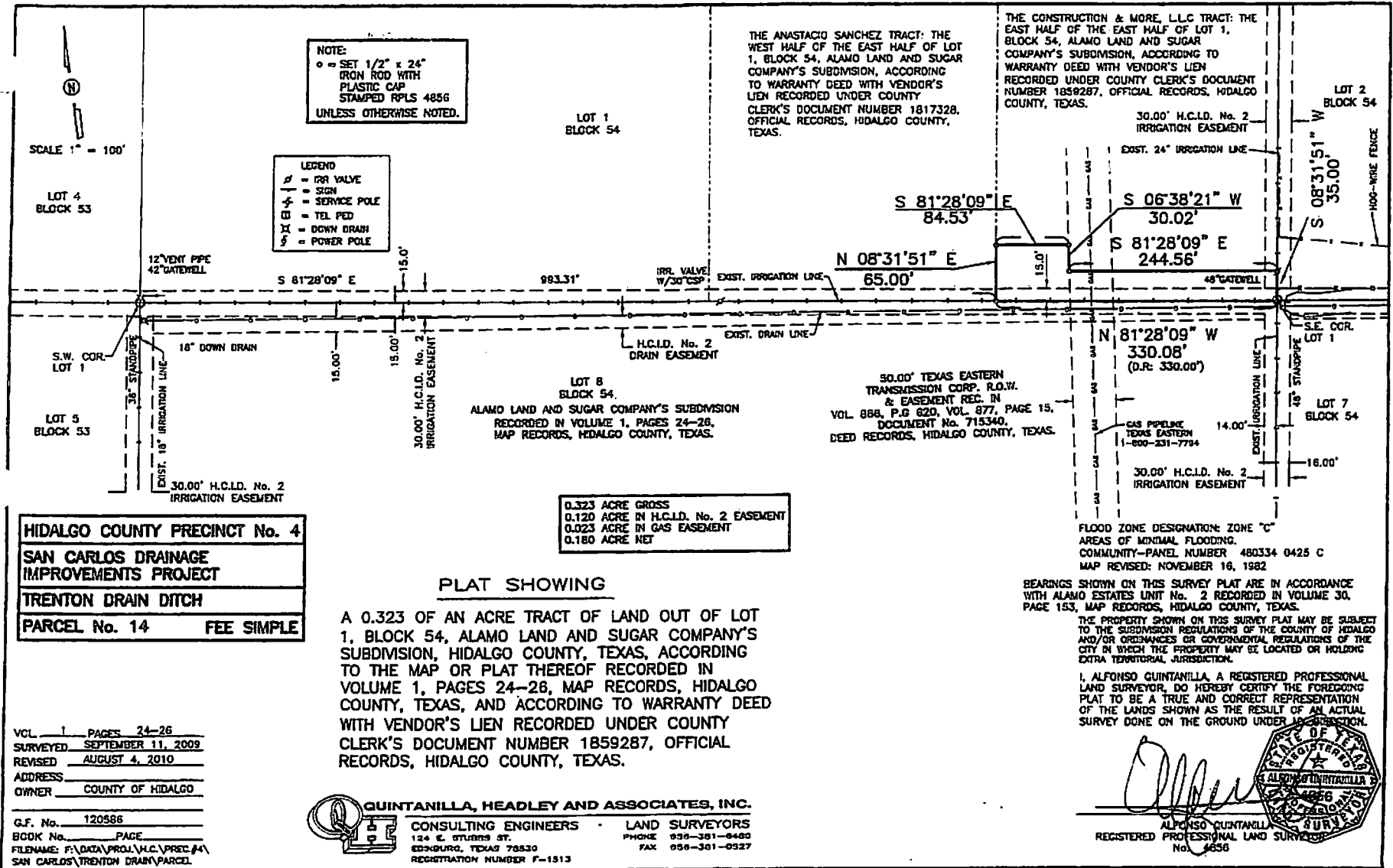
THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: August 3, 2010

  
ALFONSO QUINTANILLA  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4856





**NOTE:**  
 ○ = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

**LEGEND**  
 ⚡ = IRR VALVE  
 — = SIGN  
 ⚡ = SERVICE POLE  
 ☎ = TEL. PED.  
 ⚡ = DOWN DRAIN  
 ⚡ = POWER POLE

THE ANASTACIO SANCHEZ TRACT: THE WEST HALF OF THE EAST HALF OF LOT 1, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1817328, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE CONSTRUCTION & MORE, L.L.C. TRACT: THE EAST HALF OF THE EAST HALF OF LOT 1, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1859287, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

0.323 ACRE GROSS  
 0.120 ACRE IN H.C.L.D. No. 2 EASEMENT  
 0.023 ACRE IN GAS EASEMENT  
 0.180 ACRE NET

**HIDALGO COUNTY PRECINCT No. 4**  
**SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT**  
**TRENTON DRAIN DITCH**  
**PARCEL No. 14 FEE SIMPLE**

**PLAT SHOWING**

A 0.323 OF AN ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1859287, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION: ZONE "C"  
 AREAS OF MINIMAL FLOODING.  
 COMMUNITY-PANEL NUMBER 480334 0425 C  
 MAP REVISED: NOVEMBER 16, 1982

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No. 2 RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO GUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY SUPERVISION.

*Alfonso Quintanilla*  
 ALFONSO GUINTANILLA  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 No. 4656

**QUINTANILLA, HEADLEY AND ASSOCIATES, INC.**  
 CONSULTING ENGINEERS - LAND SURVEYORS  
 134 E. STURMIS ST. PHONE 936-381-8400  
 6220 DURG, TEXAS 78630 FAX 936-381-0927  
 REGISTRATION NUMBER F-1513

VCL 1 PAGES 24-26  
 SURVEYED SEPTEMBER 11, 2009  
 REVISED AUGUST 4, 2010  
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 OWNER COUNTY OF HIDALGO  
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