



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
June 14, 2016
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
2. **Prayer**
3. **Open Forum**
4. **Approval of Consent Agenda**
5. Discussion on Hidalgo County Drainage District No. 1 Drainage projects, maintenance and operations
6. AI -55019 Request approval of the District's Rerate exposure summary for the 2015/2016 with Texas Municipal League (TML) for General Liability, Physical Damage, Property Equipment and Worker's Compensation.
7. AI -55021 Request approval on a payment of Claim for the Engineering Services for the East Lateral relating to General Management Consultant Services, Assistance to the County Right of Way Services, Direct expenses for Copies. Invoice No. 2013-1128-09.
Amount of payment is \$_____.
8. AI -55001 Requesting approval to pay the following as claims:
 - a.) Fuel Injection Services - Invoice No. 79993 - \$3,109.47
 - b.) Edinburg City Limits Automotive - Invoice No. 4194 - \$137.71
 - c.) Edinburg City Limits Automotive - Invoice No. 41956 - \$866.07

- 9. AI -55020 Requesting approval to accept bid and approval to execute Requirements Agreement with multiple vendors meeting all specified requirements for RFB No. HCDD1-16-025-06-01 "PIPES- Reinforced Concrete Pipe -Tongue & Groove, Reinforced Concrete Pipe, Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"

- 10. AI -55022 Requesting approval of Interlocal Cooperation Agreement between Hidalgo County Drainage District No.1 and City of Mission, Texas as it relates to Drainage Improvements to the Melba Carter ditch.

- 11. AI -55024 Requesting approval of the following Closing documents as they relate to Hidalgo County Regional Mobility Authority:
 - a.) HCRMA Tract No. 40-P1
 - b.) HCRMA Tract No. 40-P2
 - c.) HCRMA Tract No. 40-P3
 - d.) HCRMA Tract No. 40-P4

- 12. AI -55033 2013 Bonds
 Budget: 320-Alamo Expressway Drain
 Request approval to issue manual payment for Payment Application No. 6 in the amount of \$22,027.50 to Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-14-008-07-08 Pct.2 Alamo Expressway Drain.

 Project Engineer: DOS Logistics, Inc.
 PO#625452

- 13. AI -55031 A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A)(4) for a Professional Service.

 B.) Presentation of scoring grid (for the purposes of ranking by HCDD1 Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Engineering Firms for the provision of "Construction Material Testing" for Tex Mex Drain Ditch Improvements.

FIRM NAME:	SCORE:	RANK:
MILLENNIUM ENGINEERS GROUP (MEG)	98	
CORTRAN ENGINEERING	96	
INTERNATIONAL CONSULTING ENGINEERS (ICE)	95	

C.) Requesting authority for Drainage District to negotiate a Professional Agreement for Engineering Services with the number one ranked firm of _____, as it relates to Construction Material Testing for Tex Mex Drain Ditch Improvements.

14. AI A.) Requesting exemption from competitive bidding requirements under the
-55034 Texas Local Government Code, Section 262.024(A)(4) for a Professional Service.

B.) Presentation of scoring grid (for purposes or ranking by HCDD1 Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Engineering Firms for the provision of "Construction Material Testing" for Kenyon Rd. & Mile 17 Area Drainage Improvements.

FIRM NAME:	SCORE:	RANK:
MILLENNIUM ENGINEERS GROUP	98	
INTERNATIONAL CONSULTING ENGINEERS	95	
LNV ENGINEERS	93	

C.) Requesting authority for Drainage District to negotiate a Professional Agreement for Engineering Services with the number one ranked firm of _____, as it relates to Construction Material Testing for Kenyon Rd. & Mile 17 Area Drainage Improvements.

15. AI Requesting approval to accept bid and approval to execute Requirements
-55036 Agreement with lowest and best bid meeting all specified requirements for RFB No. HCDD1-16-027-06-01 "Gasoline, On & Off Highway Diesel Fuel"

Closed Session:

16. Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

17. **Open Session:**

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

Closed Session:

18. Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed

Open Session:

19. Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed

20. **Adjourn**

AI -55019

6.

DRAINAGE DISTRICT

Meeting Date: 06/14/2016

Submitted Lora Briones

Submitted By: Lora Briones, DRAINAGE
DISTRICT

For:

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval of the District's Rerate exposure summary for the 2015/2016 with Texas Municipal League (TML) for General Liability, Physical Damage, Property Equipment and Worker's Compensation.

BACKGROUND

Fiscal Impact

Attachments

TML rerate Exposure summary - 2015/2016

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 03:33 PM
Final Approval	Monica Badillo	06/10/2016 04:53 PM
Form Started By: Lora Briones		Started On: 06/10/2016 01:59 PM
Final Approval Date: 06/10/2016		



P.O. Box 149194
Austin, Texas 78714-9194
(800) 537-6655 PH/ (512) 491-2404 FAX

2015/2016 FUND YEAR
LIABILITY - PROPERTY RERATE EXPOSURE SUMMARY

Please complete the enclosed Exposure Summary and Decision Forms, keep a copy for your records and return the original to the Texas Municipal League Intergovernmental Risk Pool Underwriting Department in the enclosed self-addressed envelope.

For assistance, contact your Member Services Manager, Luis Valdez, at (956) 245-0228, or your Underwriter, Karla Grimes, at (800) 537-6655, ext. 334. Answers to frequently asked questions may be found on the Pool's website at www.tmlirp.org/RRES.

Include a copy of your most recently approved budget if you have not already submitted one this year.

ENTITY INFORMATION
Name: Hidalgo County Drainage District #1 ID: 9368
Mailing Address: 902 N Doolittle Rd Edinburg, Texas 78539-8670
Physical Address:
Telephone Number: (956) 292 - 7080 Fax Number: (956) 292 - 7080
Office Hours: 8:00-5:00 Population: County: Hidalgo

FUND CONTACT INFORMATION
I have reviewed the attached Liability-Property Exposure Summary and approve of the limits, deductibles, and indicated changes made to reflect updated exposures. I understand that we may not have coverage for unreported operations, exposures, or property.
Liability/Property Fund Contact Name: Ms. Lora Briones
Fund Contact Title: Financial Officer
Fund Contact E-mail Address: lora.briones@hcdd1.org
Fund Contact Signature Date
Signature of Person Authorized to Commit the Member Title
(Ex. Fund Contact, if authorized to commit Member, or Mayor, City Manager, City Secretary)

NON-PROFIT CORPORATIONS

Entity Name: Hidalgo County Drainage District #1 Entity ID: 9368

Complete this page **only if you wish to add** liability coverage for any non-profit corporation (community development corporations, etc.) sponsored by your entity and not currently covered by TMLIRP.

NON-PROFIT CORPORATIONS

Complete a separate form for each corporation and return, along with copies of the corporation's budget, charter, by-laws, and articles of incorporation. Make additional copies of this page if necessary.

Name of Non-profit Corporation: _____

Briefly describe the purpose of the corporation: _____

Estimated Annual Expenditures: \$ _____ (Include non-profit corporation's budget.)

- | | Yes | No |
|---|--------------------------|--------------------------|
| Was the corporation created or endorsed by resolution? (Include copy of the resolution.) | <input type="checkbox"/> | <input type="checkbox"/> |
| Does your government accept responsibility on behalf of the corporation for cooperation as required by the Pool's Interlocal Agreement and coverage documents? | <input type="checkbox"/> | <input type="checkbox"/> |
| Do you either appoint individuals to the corporation's board of directors or have members of your governing board serving on the corporation board with voting rights? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does your entity accept responsibility for seeing that financial reporting for the corporation is provided to the Pool? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the corporation meet all requirements of the Texas Non-profit Corporation Act, including reversion of assets to your entity or one that will carry out the same purpose upon dissolution of the corporation? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the corporation participate in any joint ventures or partnerships? | <input type="checkbox"/> | <input type="checkbox"/> |

AUTOMOBILE COVERAGE

Entity Name: Hidalgo County Drainage District #1 Entity ID: 9368

If you have covered vehicles, a copy of your current schedule follows. Draw a line through any vehicles you wish to delete and add any newly acquired vehicles on the schedule addendum.

Automobile Liability – Hired/Non-Owned Auto Coverage (included)

Number of Budgeted Full-Time Positions: _____

Do you enlist the services of a temporary employment agency? Yes _____ No _____
If yes, please provide a copy of the employment contract.

Automobile Physical Damage – Newly Acquired Vehicles

Current Fund Year Auto Physical Damage		Upcoming Fund Year Auto Physical Damage	
_____	No Coverage	_____	No Change
<u>X</u>	Fleet Automatic	_____	No Coverage
_____	Designated Types	_____	Fleet Automatic
		_____	Designated Types

Fleet Automatic means all autos acquired throughout the year will be covered automatically. To qualify for this option, all your scheduled autos must carry Auto Physical Damage.

Designated Types means autos of the designated types acquired throughout the year are covered automatically (Examples: Vehicles valued greater than \$10,000; or vehicles newer than 2007). This option is available only if you carry Auto Physical Damage coverage on all currently scheduled autos of the designated types. You will need to specifically request coverage for vehicles outside the designated types.

Automobile Section – Other Operators

Please list any scheduled automobiles that are leased or furnished to outside organizations or persons other than employees, officials, or volunteers. Include a copy of any written agreement regarding the use of these automobiles.

YEAR	MAKE & MODEL	VIN	DEPT.	VALUE	OPERATOR (Person or Organization)
_____	_____	_____	_____	\$	_____
_____	_____	_____	_____	\$	_____
_____	_____	_____	_____	\$	_____
_____	_____	_____	_____	\$	_____
_____	_____	_____	_____	\$	_____

Rerate Exposure Summary Liability Schedule



Member Name : Hidalgo County Drainage District #1
 Member ID : 9368
 Contract Type / ID : Liability / 14 7-11-16 to 7-11-17
 Liability Territory : 007
 Population : 0

Class Code	Classification Description	Current Reported Exposure	Projected Exposure
Coverage: 20 General Liability 07-11-16 to 07-11-17			
96702	Irrigation/Drainage System Construction Rating Basis : Payroll excluding clerical	2,572,068	
Coverage: 22 Errors & Omissions Liability 07-11-16 to 07-11-17			
00024	E&O Liability-Employee Rated Water Related Dist. Only Rating Basis : Total number of budgeted full-time positions or equivalent	119	

Entity ID 9368
 Entity Name : . . . : Hidalgo County Drainage District #1
 Contract type / ID : LIAB / 14 7-11-16 to 7-11-17

Contributions shown on the Declarations of Coverage for your Automobile Coverages are based on the following schedule of vehicles, classifications, deductibles, limits and reported physical damage values. There is no physical damage coverage for any vehicle where the APD Code shows No APD. Any changes or corrections may require adjustment to the contribution. Auto Catastrophe and Uninsured/Underinsured coverages apply only to vehicles for which "Yes" is shown under Auto Cat and UM/UIM columns.

APD Code : ACV = Actual Cash Value, AV = Agreed Value (Per Endorsement EL214), OCN = Original Cost New,
 No APD = No Auto Physical Damage

Ded. Code : A = Combined APD (Collision and Comprehensive), B = Comprehensive only Deductible, C = Collision only Deductible,
 D = Specified Causes of Loss Deductible

Emergency Use: Indicates vehicle is equipped with emergency lighting

ID	Year Make	Model Type	VIN Class	Department Secondary ID	APD Code	Ded. Code	Auto Cat.	Med Pay UM/UIM	Emer. Use	Leased	Ter.
1	1950 Unknown	Trailer-Dump	9152 68499	Water	No APD			Yes			57
2	1950 GMC	Unknown Trailer-Spray Tank	98B5 68499	Water	No APD			Yes			57
5	2004 Ford	F250 3/4T Pickup	2723 01499	Water Unit 12	ACV	1,000 -A		25,000 Yes			57
6	1996 Ford	F150 1/2T Pickup	8990 01499	Water Unit 25	No APD			25,000 Yes			57
8	1992 Ford	F150 1/2T Pickup	4269 01499	Water Unit 19	No APD			25,000 Yes			57
9	1996 Ford	F150 1/2T Pickup	8989 01499	Water Unit 32	No APD			25,000 Yes			57
10	1990 Ford	F150 1/2T Pickup	5584 01499	Water Unit 15	ACV	1,000 -A		25,000 Yes			57
11	2002 Ford	F250 3/4T Pickup	7270 01499	Water Unit 53	ACV	1,000 -A		25,000 Yes			57
12	1999 Ford	F150 1/2T Pickup	4771 01499	Water Unit 78	ACV	1,000 -A		25,000 Yes			57
13	1999 Ford	F150 1/2T Pickup	4772 01499	Water Unit 79	No APD			25,000 Yes			57
14	2005 Ford	F250 3/4T Pickup	1802 01499	Water Unit 77	ACV	1,000 -A		25,000 Yes			57
15	2005 Ford	F250 3/4T Pickup	1803 01499	Water Unit 46	ACV	1,000 -A		25,000 Yes			57

L104-1: 12-28-11
 RP08805
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Texas Municipal League Intergovernmental Risk Pool
 Rerate Exposure Summary Automobile Schedule
 As of 7-11-16

Entity ID 9368

Entity Name Hidalgo County Drainage District #1
 Contract type / ID LIAB / 14 7-11-16 to 7-11-17

Year	Model	VIN	Department	APD Code	Ded. Code	Auto	Med Pay	Emer.	Leased	Ter.
ID	Make	Class	Secondary ID			Cat.	UM/UIM	Use		
17	1999	C3500	Water	No APD			25,000			57
	Chevrolet	8435	Unit 80				Yes			
20	1995	K2500	Water	No APD			25,000			57
	Chevrolet	01499	Unit 37				Yes			
21	2000	C3500	Water	No APD			25,000			57
	Chevrolet	01499	Unit 83				Yes			
23	1998	K3500	Water	ACV	1,000 -A		25,000			57
	Chevrolet	01499	Unit 48				Yes			
24	2001	K3500	Water	ACV	1,000 -A		25,000			57
	Chevrolet	01499	Unit 45				Yes			
25	1996	C3500	Water	ACV	1,000 -A		25,000			57
	GMC	01499	Unit 21				Yes			
31	1995	C1500	Water	No APD			25,000			57
	GMC	01499	Unit 23				Yes			
33	1995	C1500	Water	No APD			25,000			57
	GMC	01499	Unit 26				Yes			
35	1997	Sierra 1500 1/2T	Water	No APD			25,000			57
	GMC	01499	Unit 14				Yes			
36	1997	Sierra 1500 1/2T	Water	No APD			25,000			57
	GMC	01499	Unit 28				Yes			
37	1997	Sierra 1500 1/2T	Water	No APD			25,000			57
	GMC	01499	Unit 34				Yes			
39	1997	Sierra 1500 1/2T	Water	No APD			25,000			57
	GMC	01499	Unit 43				Yes			
40	1997	Sierra 1500 1/2T	Water	No APD			25,000			57
	GMC	01499	Unit 22				Yes			
41	1999	Sierra 1500 1/2T	Water	No APD			25,000			57
	GMC	01499	Unit 76				Yes			
43	1999	Sierra 1500 1/2T	Water	No APD			25,000			57
	GMC	01499	Unit 75				Yes			
44	1999	Sierra 1500 1/2T	Water	No APD			25,000			57
	GMC	01499	Unit 81				Yes			
45	1998	Sierra 1500 1/2T	Water	No APD			25,000			57
	GMC	01499	Unit 47				Yes			

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Texas Municipal League Intergovernmental Risk Pool
 Rerate Exposure Summary Automobile Schedule
 As of 7-11-16

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Entity ID 9368

Entity Name : Hidalgo County Drainage District #1
 Contract type / ID : LIAB / 14 7-11-16 to 7-11-17

ID	Year Make	Model Type	VIN Class	Department Secondary ID	APD Code	Ded. Code	Auto Cat.	Med Pay UM/UIM	Emer. Use	Leased	Ter.
46	1989 GMC	Sierra 1500 1/2T Pickup	0507 01499	Water Unit 39	No APD			25,000 Yes			57
47	2000 GMC	Sierra 2500 3/4T Pickup	2916 01499	Water Unit 13	No APD			25,000 Yes			57
48	2000 GMC	Sierra 2500 3/4T Pickup	2933 01499	Water Unit 40	No APD			25,000 Yes			57
50	1966 Lufkin	Unknown Trailer	0708 68499	Water	No APD			Yes			57
54	2004 Ford	F250 3/4T Pickup	3716 01499	Water Unit 82	ACV	1,000 -A		25,000 Yes			57
55	2001 Ford	F250 3/4T Pickup	6085 01499	Water Unit 49	ACV	1,000 -A		25,000 Yes			57
56	2001 Top Hat	Unknown Trailer-Gooseneck	2575 68499	Water	ACV	1,000 -A		Yes			57
60	1950 Unknown	Unknown Trailer-Flatbed	68499	Water	No APD			Yes			57
62	1999 Unknown	Unknown Trailer-Flatbed	5846 68499	Water	No APD			Yes			57
63	1990 Unknown	Unknown Trailer	058C 68499	Water Lincoln Welder	No APD			Yes			57
64	2006 Ford	F250 3/4T Pickup	9358 01499	Water Unit 20	ACV	1,000 -A		25,000 Yes			57
65	2006 Ford	F250 3/4T Pickup	3348 01499	Water Unit 11	ACV	1,000 -A		25,000 Yes			57
67	2006 Ford	F250 3/4T Pickup	1790 01499	Water Unit 27	ACV	1,000 -A		25,000 Yes			57
70	2007 Ford	F250 3/4T Pickup	5966 01499	Water Unit 74	ACV	1,000 -A		25,000 Yes			57
71	2006 Ford	F250 3/4T Pickup	2565 01499	Water Unit 18	ACV	1,000 -A		25,000 Yes			57
72	2000 Chevrolet	C2500 Pickup	6947 01499	Water Unit 42	ACV	1,000 -A		25,000 Yes			57
73	2000 Chevrolet	C2500 Pickup	9226 01499	Water Unit 38	No APD			25,000 Yes			57

Entity ID 9368
 Entity Name Hidalgo County Drainage District #1
 Contract type / ID LIAB / 14 7-11-16 to 7-11-17

ID	Year Make	Model Type	VIN Class	Department Secondary ID	APD Code	Ded. Code	Auto Cat.	Med Pay UM/UM	Emer. Use	Leased	Ter.
74	2004	Chevrolet Pickup	9549 01499	Water Unit 84	ACV	1,000 -A		25,000 Yes			57
75	2007	Ford F250 3/4T Pickup	5964 01499	Water Unit 61	ACV	1,000 -A		25,000 Yes			57
76	2007	Ford F250 3/4T Pickup	5965 01499	Water Unit 60	ACV	1,000 -A		25,000 Yes			57
77	2006	Unknown Peterbil Truck-Dump	7363 21479	Water Unit 52	ACV	1,000 -A		25,000 Yes			57
79	2007	Chevrolet Silverado Pickup	2664 01499	Water Unit 90	ACV	1,000 -A		25,000 Yes			57
80	2008	Eager Be Unknown Trailer-Flatbed	3382 68499	Water	ACV	1,000 -A		Yes			57
81	2008	Unknown Trailer-Belly Dump	9716 68499	Water	ACV	1,000 -A					57
82	2008	Chevrolet C2500 Pickup	7010 01499	Water Unit 91	ACV	1,000 -A		25,000 Yes			57
83	2009	Chevrolet Silverado Pickup	4855 01499	Water Unit 95	ACV	1,000 -A		25,000 Yes			57
84	2009	Chevrolet Silverado Pickup	8689 01499	Water Unit 92	ACV	1,000 -A		25,000 Yes			57
85	2009	Chevrolet Silverado Pickup	6431 01499	Water Unit 93	ACV	1,000 -A		25,000 Yes			57
86	2009	Chevrolet Silverado Pickup	5854 01499	Water Unit 94	ACV	1,000 -A		25,000 Yes			57
87	2009	Chevrolet Silverado Pickup	0434 01499	Water Unit 96	ACV	1,000 -A		25,000 Yes			57
88	2008	Chevrolet Tahoe Truck-Sport Utility	4976 01499	Water Unit 86	ACV	1,000 -A		25,000 Yes			57
89	2008	Chevrolet Silverado Pickup	5257 01499	Water Unit 87	ACV	1,000 -A		25,000 Yes			57
90	2008	Chevrolet Silverado Pickup	4395 01499	Water Unit 88	ACV	1,000 -A		25,000 Yes			57
91	2009	Freightl1 Haulster Truck-Dump	4328 21479	Water Unit 89	ACV	1,000 -A		25,000 Yes			57

Entity ID 9368
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 Contract type / ID LIAB / 14 7-11-16 to 7-11-17

ID	Year Make	Model Type	VIN Class	Department Secondary ID	APD Code	Ded. Code	Auto Cat.	Med Pay UM/UIM	Emer. Use	Leased	Ter.
92	2009	Unknown	7208		ACV	1,000 -A		Yes			57
		Intimida Trailer-Spray Tank	68499								
93	2009	Silverado Chevrole Pickup	6420 01499	Water Unit 97	ACV	1,000 -A		25,000 Yes			57
94	2010	C2500 Chevrole Pickup	6978 01499	Drainage Unit 98	ACV	1,000 -A		25,000 Yes			57
95	2011	Unknown Big Tex Trailer-Dump	7932 68499	Water	ACV	1,000 -A		Yes			57
96	2012	K2500 Chevrole Pickup	7410 01499	Water Unit 103	ACV	1,000 -A		25,000 Yes			57
97	2012	K2500 Chevrole Pickup	7619 01499	Water Unit 104	ACV	1,000 -A		25,000 Yes			57
98	2013	CT660 Caterpil Truck-Dump	5117 34479	Unit 105	ACV	1,000 -A		25,000 Yes			57
99	2011	2500 Chevrole Pickup	1107 01499	Drainage Unit 100	ACV	1,000 -A		25,000 Yes			57
100	2011	2500 Chevrole Pickup	0628' 01499	Drainage Unit 101	ACV	1,000 -A		25,000 Yes			57
101	2011	2500 Chevrole Pickup	0802 01499	Drainage Unit 102	ACV	1,000 -A		25,000 Yes			57
102	2009	F250 3/4T Ford Pickup	0999 01499	Drainage Unit 106	ACV	1,000 -A		25,000 Yes			57
103	2009	F150 1/2T Ford Pickup	5534 01499	Drainage Unit 109	ACV	1,000 -A		25,000 Yes			57
104	2009	F250 3/4T Ford Pickup	0998 01499	Drainage Unit 108	ACV	1,000 -A		25,000 Yes			57
105	2009	F250 3/4T Ford Pickup	1000 01499	Drainage Unit 107	ACV	1,000 -A		25,000 Yes			57
106	2014	F250 3/4T Ford Pickup	9724 01499	113	ACV	1,000 -A		25,000 Yes			57
107	2014	F250 3/4T Ford Pickup	9729 01499	112	ACV	1,000 -A		25,000 Yes			57
108	2014	F250 3/4T Ford Pickup	9726 01499	111	ACV	1,000 -A		25,000 Yes			57

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Texas Municipal League Intergovernmental Risk Pool
 Rerate Exposure Summary Automobile Schedule
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Entity ID 9368

Entity Name Hidalgo County Drainage District #1
 Contract type / ID LIAB / 14 7-11-16 to 7-11-17

ID	Year Make	Model Type	VIN Class	Department Secondary ID	APD Code	Ded. Code	Auto Cat.	Med Pay UM/UIM	Emer. Use	Leased	Ter.
109	2014 Ford	F250 3/4T Pickup	9725 01499	110	ACV	1,000 -A		25,000 Yes			57
111	2016 Caterpil	CT660 Truck-Dump	1677 40479		ACV	1,000 -A		25,000 Yes			57
112	2016 Caterpil	CT660 Truck-Dump	1678 40479		ACV	1,000 -A		25,000 Yes			57
113	2016 Caterpil	CT660 Truck-Dump	1676 40479		ACV	1,000 -A		25,000 Yes			57
114	2016 Caterpil	CT660 Truck-Dump	1539 40479		ACV	1,000 -A		25,000 Yes			57
115	2015 Caterpil	CT660 Truck-Dump	1679 40479		ACV	1,000 -A		25,000 Yes			57
116	2015 Caterpil	CT660 Truck-Dump	1538 40479		ACV	1,000 -A		25,000 Yes			57
117	2016 Ford	F350 Pickup	4704 21499		ACV	1,000 -A		25,000 Yes			57
118	2016 Ford	F250 Pickup	4699 01499		ACV	1,000 -A		25,000 Yes			57
119	2016 Ford	Fusion Private Passenger	6973 3A		ACV	1,000 -A		25,000 Yes			57
120	2016 Ford	F250 Pickup	4695 01499		ACV	1,000 -A		25,000 Yes			57
121	2016 Ford	F250 Pickup	4696 01499		ACV	1,000 -A		25,000 Yes			57
122	2016 Ford	F250 Pickup	4697 01499		ACV	1,000 -A		25,000 Yes			57
123	2016 Ford	F250 Pickup	4698 01499		ACV	1,000 -A		25,000 Yes			57
124	2016 Ford	F250 Pickup	4700 01499		ACV	1,000 -A		25,000 Yes			57
125	2016 Ford	F250 Pickup	4701 01499		ACV	1,000 -A		25,000 Yes			57
126	2016 Ford	F250 Pickup	4703 01499		ACV	1,000 -A		25,000 Yes			57

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ID	Year	Make	Model	Type	VIN	Class	Department	Secondary ID	APD Code	Ded. Code	Auto Cat.	Med Pay UM/UIM	Emer. Use	Leased	Ter.
127	2016	Ford	F350	Truck	4702	21499			ACV	1,000 -A		25,000	Yes		57
128	2016	Caterpil	CT660	Truck-Dump	3663	40479	Water		ACV	1,000 -A		25,000	Yes		57
129	2016	Caterpil	CT660	Truck-Dump	3664	40479	Water		ACV	1,000 -A		25,000	Yes		57
130	2016	Caterpil	CT660	Truck-Dump	3665	40479	Water		ACV	1,000 -A		25,000	Yes		57
131	2016	Caterpil	CT660	Truck-Dump	3666	40479	Water		ACV	1,000 -A		25,000	Yes		57

Grand Total: 102 Items
 Grand Totals for Coverages

Auto Liability : 101 Items
 Auto Medical Payments : 91 Items
 Auto Physical Damage : 74 Items
 Hired and Non-owned Auto : 119 Budgeted Full-Time Positions
 Uninsured/Underinsured Motorists : 101 Items

**Entity Name: Hidalgo County Drainage District #1
Rerate Exposure Summary Automobile Schedule Addendum**

Year	Make & Model	Complete VIN	Department	Secondary ID ¹	Gross Veh Wt	APD Value ² / Code ³	Emer. Use ⁴	Leased *
Ex : 2002	Chevrolet C1500	2GCEC19X22X124622	Public Works	Unit #23-4	5,460	\$17,030 / OCN	No	No
1.								
2.								
3.								
4.								
5.								

*If any of the vehicles listed above are not owned by your entity, complete the following.

Year	Make & Model	VIN	Name & Address of Registered Owner	Name & Address of Lessor

¹ **Secondary ID:** Entity's own identification for the auto.

² **Provide an APD value when auto physical damage coverage is elected for a vehicle.** If coverage for auto physical damage is not desired, enter "NO APD." Note: Include the value of machinery and equipment permanently affixed to the vehicle and not intended for use away from the vehicle (e.g. emergency light bars, aerial ladders, snorkels, truck-mounted cherry pickers).

³ **Select the APD code that describes the value you have provided.** APD Codes: OCN = Original Cost New; ACV = Actual Cash Value (depreciated value); AV = Agreed Value (available for high value vehicles and cannot be greater than what was originally paid for the vehicle).

⁴ **Indicates those fire and police vehicles equipped with emergency lighting.**

**LIABILITY AND AUTOMOBILE COVERAGES
DECISION FORM INSTRUCTIONS**

On the Liability Decision Form, you may designate "No Change" or enter another limit and/or deductible to request changes to existing coverages.

Please note the following conditions when you are requesting coverage limit or deductible changes.

1. The Liability limits available each occurrence or wrongful act are:
\$300,000, \$500,000, \$1,000,000, \$2,000,000, \$3,000,000, \$5,000,000 and \$10,000,000.

If you have Auto Liability coverage for hired and non-owned autos only (no owned autos), the maximum limit available is \$2,000,000. *Please contact the Underwriting Department if you currently have coverage for hired and non-owned autos only and have acquired ownership of an automobile.*
2. The minimum deductible for Law Enforcement Liability and Errors & Omissions (Public Officials) Liability is \$1,000.
3. Subject to the above minimums, standard liability deductibles are:
\$0, \$1,000, \$2,500, \$5,000, \$10,000 and \$25,000.
4. Auto Physical Damage standard deductibles per vehicle are:
\$250, \$500, \$1,000, \$2,500, \$5,000, \$10,000 and \$25,000.

Pricing grids for other available limits and deductibles will be included with your rerate declarations. You may make changes to your limits and deductibles at any time during the Fund Year.

LIABILITY COVERAGES DECISION FORM

Entity Name Hidalgo County Drainage District #1
 Entity ID 9368
 Contract Type / ID . . LIAB / 14 7-11-16 to 7-11-17

Coverage	Current Limits	Current Deductibles
General Liability	5,000,000	5,000
Errors & Omissions Liability	2,000,000	25,000
Automobile Medical Payments	25,000	1,000
Automobile Liability	500,000	1,000
Uninsured/Underinsured Motorists	300,000	250 PD
Automobile Physical Damage	Per Schedule	1,000

 Please indicate below the limits and deductibles that you wish to apply to your rerate coverages. If you wish to retain the current limits and deductibles shown above, please place an "X" in the "No Change" column for the applicable coverages.

Coverage	No Change	Rerate Requested Limits	Rerate Requested Deductibles
General Liability	_____	_____	_____
Errors & Omissions Liability	_____	_____	_____
Automobile Medical Payments	_____	_____	_____
Automobile Liability	_____	_____	_____
Uninsured/Underinsured Motorists	_____	_____	_____
Automobile Physical Damage	_____	_____	_____

(Return All Pages)

****Important Notice – Property Coverage****

ALL OWNED PROPERTY LOCATIONS MUST BE REPORTED IN ORDER FOR COVERAGE TO APPLY. IT IS ASSUMED THAT UNREPORTED PROPERTY IS NOT INTENDED TO BE COVERED.

The Pool Property Coverage Document requires each member to annually provide the Pool with a statement of 100% values for all buildings, structures, personal property (contents) and mobile equipment to be covered for the following year.

Include following if sending with RRES:

Please review the schedules, draw a line through any item to be deleted, and update any other information. List additions on the Schedule Addendums located behind each schedule.

Real and Personal Property Schedule

Member: Hidalgo County Drainage District #1

Member ID: 9368

Coverage Period: 07/11/2016 to 07/11/2017 Shown As of 07/11/2016



The contribution and limit calculated for your Real and Personal Property Coverages are based on the following schedule. The values shown are the estimated Replacement Cost or Actual Cash Value (RC or ACV) unless otherwise noted and endorsed. Any changes or corrections may require adjustment to the contribution. Improvements and betterments to locations you lease from others are included with the contents value. Your elected Coverage Extension limits are shown on a separate schedule.

ID	Address or Site Secondary ID	Year Built	Occupancy Department	Bldg Value Valuation Basis	Contents Value Valuation Basis
1	902 N Doolittle Rd	1986	Office/Tractor Shop	418,879	250,000
			Water	RC	RC
2	902 N Doolittle Rd	1980	Welding Shop	97,800	50,000
			Water	RC	RC
3	Edinburg Lake on	0	Pump #1 & #2	15,711	244,462
			Water	RC	RC
4	2 Mi S 281 S	0	Pump #3,#4,& #5	3,112	431,526
			Water	RC	RC
5	N Levee 281 & Jackson	0	Pump #6 & #7	6,971	227,684
			Water	RC	RC
6	N Levee 281 & Jackson	0	Pump #8 & #9	10,252	150,000
			Water	RC	RC
7	S of Donna Levee	0	Fence @ Pump #10	20,503	100,000
			Water	RC	RC
8	S of Weslaco	0	Fence @ Pump #11	20,503	80,000
			Water	RC	RC
9	1/2 Mi E 1015 S Levee	0	Fence @ Pump #12	15,377	70,000
			Water	RC	RC
10	S of Mercedes	0	Fence @ Pump #13	15,377	60,000
			Water	RC	RC
11	S of Mercedes	0	Pump #14 & #15	20,503	130,000
			Water	RC	RC
12	S of Panchita	0	Pump #16	20,503	130,000
			Water	RC	RC
13	S of Monte Cristo	0	Pump #17	20,503	50,000
			Water	RC	RC
14	1 mi W of La Homa-Palmview	0	Fence @ Pump #17	15,377	0
			Water	RC	
15	902 N Doolittle Rd	1997	(3)Fuel Storage Tanks	205,031	0
			Water	RC	
16	902 N Doolittle Rd	1997	Main Office	512,578	250,000
			Water	RC	RC
18	902 N Doolittle Rd	1986	Tire Room	16,813	50,000
			Water	RC	RC
20	Palmview	2003	Pump #18	10,252	30,000
			Water	RC	RC
21	Linda Vista	2003	Pump #19	10,252	30,000
			Water	RC	RC

Real and Personal Property Schedule

Member: Hidalgo County Drainage District #1

Member ID: 9368

Coverage Period: 07/11/2016 to 07/11/2017 Shown As of 07/11/2016



ID	Address or Site Secondary ID	Year Built	Occupancy Department	Bldg Value Valuation Basis	Contents Value Valuation Basis
22	902 N Doolittle Rd		Training Center	153,773	150,000
			Drainage	RC	RC
23	Various	2010	Weirs,Bridges,Pump Stations, Cu	11,684,013	0
				RC	
Coverage: Real & Personal Property		Total Items:	21	13,294,084	2,483,672

Rerate Exposure Summary Coverage Extensions Schedule

Member: Hidalgo County Drainage District #1

Member ID:9368

Coverage Period:07/11/2016 to 07/11/2017 Shown As of 07/11/2016



Following is a schedule showing the standard limits and the limits you currently carry for Coverage Extensions provided under Real and Personal Property Coverage. Please indicate the limit you desire for each Coverage Extension for the upcoming year. Any changes will be reflected in the contribution for the next coverage period. Coverage Extensions at standard limits are included for no additional contribution.

Note: Limits for Newly Acquired Property and Pollutant Cleanup and Removal may not be increased above the standard limits.

Limits for Outdoor Tree's and Shrubbery can only be: \$10,000, \$25,000 or \$50,000 per occurrence.

Coverage Extension	Standard Limit	Current Limit	Desired Limit
Valuable Papers and Records & EDP Media	\$10,000	\$50,000	
Accounts Receivable	\$10,000	\$50,000	
Loss of Revenue, Extra Expense and Rental Value	\$50,000	\$600,000	
Personal Property of Employees and Officials	\$5,000	\$5,000	
Leasehold Interest	\$5,000	\$5,000	
Outdoor Trees and Shrubs (\$250 per item)	\$10,000	\$10,000	
Newly Acquired Property	\$1 Million or the Real & Personal Property Limit, whichever is less	Standard Limit	Not Applicable
Pollutant Cleanup and Removal	\$20,000 each premises	Standard Limit	Not Applicable

Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1

Member ID: 9368

Coverage Period: 07/11/2016 to 07/11/2017 Shown As of 07/11/2016



The contribution calculated for Mobile Equipment is based on the following schedule. Any changes or corrections may require adjustment to the contribution.

Your selected loss valuation basis (Replacement Cost or Actual Cash Value) is indicated on the Declarations of Coverage. The most the Fund will pay for loss to mobile equipment is the value scheduled below.

ID	Year	Make/Type	Description Department	Serial Number Secondary ID	Leased Y/N	Value
5	2000	Caterpillar	Model 322BL-LRF EX 23	1YS01228	N	198,489
		Excavator	Unknown	223		
6	1999	Caterpillar	Model 322BL EX 21	1YS01054	N	195,952
		Excavator	Unknown	210		
7	1999	Caterpillar	Model 322BL EX 20	1YS01065	N	195,952
		Excavator	Unknown	206		
10	1998	Caterpillar	Model 322BLR EX18	1YS00791	N	186,649
		Excavator	Unknown	198		
18	1986	John Deere	Model 27-55	T873912	N	119,423
		Tractor	Unknown	252		
21	1993	Caterpillar	Model EL240C EX17	9PK889	N	107,000
		Excavator	Unknown	189		
26	2003	John Deere	w/Boom & Mower	H361476	N	79,941
		Tractor	Unknown	249		
29	2003	JCB	Backhoe 2155 BH13	903211	N	74,877
		Backhoe	Unknown	247		
30	2003	John Deere	w/Boom & Mower	H362041	N	70,941
		Tractor	Unknown	248		
32	2001	Dynapac	Roller	8802301	N	57,600
		Roller	Unknown	262		
33	1998	Ford	Model 66-40	TB4200	N	49,489
		Tractor	Unknown	242		
36	1997	Tiger	Model TRMW66/031327	049955B	N	48,844
		Tractor	Unknown	233		
37	2005	Dragon	Galvanized	981216047	N	48,652
		Shredder	Unknown	265		
38	1996	Ford	Model TRMw66/030113	010406B	N	44,946
		Tractor	Unknown	226		
40	1998	Massey Ferguson	Model 4253	F26054	N	30,750
		Tractor	Unknown	193		
41	1999	Massey Ferguson	Model MF4253	H25120	N	30,127
		Tractor	Unknown	207		

Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1

Member ID: 9368

Coverage Period: 07/11/2016 to 07/11/2017 Shown As of 07/11/2016



ID	Year	Make/Type	Description Department	Serial Number Secondary ID	Leased Y/N	Value
42	1999	Massey Ferguson	Model MF4253	H28107	N	30,127
		Tractor	Unknown	208		
44	1999	Massey Ferguson	Model 4253	G20292	N	29,408
		Tractor	Unknown	255		
45	1996	Massey Ferguson	Model 383	V700095-A	N	29,408
		Tractor	Unknown	264		
47	2000	Massey Ferguson	Model 4253	J03155	N	28,856
		Tractor	Unknown	224		
48	2004	Massey Ferguson	Tractor	BN11108	N	28,642
		Tractor	Unknown	266		
49	1986	Hyster	Cherry Picker	F1638526700066	N	24,000
		Crane	Unknown	187		
52	2000	Case	Model 1838	JAF0220916	N	16,874
		Skid-Steer Loader	Unknown	235		
60	2006	Caterpillar	Model 345CL EX24	PJW00858	Y	250,000
		Excavator	Unknown			
62	2006	Caterpillar	Model D7R D215	AGN00973	Y	90,000
		Bulldozer	Unknown			
63	2006	Volvo	Model L110E Loader 20	111071	N	120,000
		Wheel Loader	Unknown			
64	1998	Ford	Model 6640	TB4063	N	29,000
		Tractor	Unknown			
66	2000	New Holland	Model 8160	SM3501361	N	29,500
		Tractor	Unknown			
67	2000	Massey Ferguson	Model 4253	J28169	N	29,500
		Tractor	Unknown			
68	2000	Massey Ferguson	Model 4253	J28191	N	29,500
		Tractor	Unknown			
69	2001	John Deere	Model 7210	C034914	N	28,000
		Tractor	Unknown			
71	1981	Link Belt	Model LS318 Dragline DL11	21H11043F	N	17,000
		Dragline	Unknown			
72	2007	New Holland	G140 MG13	N6F00223	N	114,919
		Motor Grader	Unknown			
73	2007	John Deere	Model 6415	5164	N	85,574
		Mower	Unknown			

Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1

Member ID: 9368

Coverage Period: 07/11/2016 to 07/11/2017 Shown As of 07/11/2016



ID	Year	Make/Type	Description Department	Serial Number Secondary ID	Leased Y/N	Value
74	2007	John Deere	Model 6415	5340	N	85,574
		Mower	Unknown			
78	2007	Kubota	Model MX5000	15271	N	15,043
		Tractor	Unknown			
79	2007	John Deere	Model 6415	339171204	N	85,238
		Tractor/Mower	Unknown			
80	2007	John Deere	Model 6415	339171183	N	85,238
		Tractor/Mower	Unknown			
81	2007	Terex	Model 970B BH14	FGS2759	N	76,580
		Backhoe/Loader	Unknown			
83	2007	Predator	Model XP15B	54025	N	12,500
		Rotary Cutter	Unknown			
84	2007	Predator	Model XP15B	47280	N	10,900
		Rotary Cutter	Unknown			
85	2008	Woods	PS120	1115794	N	5,721
		Shredder	Unknown			
87	2008	Caterpillar	Model D6T D215	WFH0422	Y	285,200
		Bulldozer	Unknown			
88	2008	Caterpillar	Model 120M MG-14	B9C00409	Y	176,800
		Motor Grader	Unknown			
89	2009	John Deere	Model 6330	592450C	N	84,028
		Tractor/Mower	Unknown			
90	2009	John Deere	Model 6330	591613C	N	84,028
		Tractor/Mower	Unknown			
91	2008	Volvo	Model CC460 EX-25	110295	Y	344,813
		Excavator	Unknown			
92	2008	John Deere	Model 3112	230B596310	N	37,881
		Tractor	Water			
93	2008	John Deere	Model 3112	230B597397	N	37,730
		Tractor	Water			
94	2009		Shredder	56247	N	12,500
			Shredder	Water		
95	2009		Shredder	48201	N	12,500
			Shredder	Water		
96	2008	Volvo	Model EC460CL EX 26	110200	Y	344,813
		Excavator	Water			

Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1

Member ID: 9368

Coverage Period: 07/11/2016 to 07/11/2017 Shown As of 07/11/2016



ID	Year	Make/Type	Description Department	Serial Number Secondary ID	Leased Y/N	Value
97	2009	Caterpillar	Model D6T DZ17	WFH474	Y	285,200
		Bulldozer	Water			
98	2009	John Deere	Spray R16 Model 5083E	LV5083E160555	N	50,160
		Tractor				
99	2004	Volvo	EC330 BLK EX27	10435	N	74,995
		Excavator	Water			
100	2010	Manitou	M40-ZT Forklift FL12	758388	N	50,916
		Fork Lift	Water			
101	1980	Link Belt	Model LS318 DG14	21G9-597F	N	389,000
		Dragline	Drainage			
103	2010	Godwin	Model DPC300 12in Pump w/Trailer	6MPE1325AD05670C	N	91,427
		Water Pump	Drainage			
104	2009	Caterpillar	345DL EX29	EEH00546	N	344,500
		Excavator	Water			
105	2009	Caterpillar	345DL EX31	EEH00548	N	344,500
		Excavator	Water			
106	2008	Volvo	EC46OCL EX28	110363	N	330,435
		Excavator	Water			
107	2008	Volvo	EC46OCL EX30	110365	N	330,935
		Excavator	Water			
108	2009	John Deere	6330	130083	N	80,577
		Tractor/Mower	Water			
109	2009	John Deere	Model 6330	130563	N	80,577
		Tractor/Mower	Water			
110	2009	John Deere	Model 6330	631633	N	41,591
		Tractor	Water			
111	2009	John Deere	Model 6330	631715	N	41,591
		Tractor	Water			
112	2009	Predator	15' Mower	79150	N	14,250
		Mower	Water			
113	2009	Predator	15' Mower	79149	N	14,250
		Mower	Water			
114	2009	Caterpillar	Model 324DL Excavator EX32	CAT0324DLJG01085	N	185,894
		Excavator	Water			
115	2011	John Deere	Model 6330 w/Tiger Boom	1L06330XJBH694371	N	102,238
		Tractor	Water			

Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1

Member ID: 9368

Coverage Period: 07/11/2016 to 07/11/2017 Shown As of 07/11/2016



ID	Year	Make/Type	Description Department	Serial Number Secondary ID	Leased Y/N	Value
116	2011	Caterpillar	Model D50-6	0044J6LD00908	N	46,815
		Generator	Drainage			
117	2011	Caterpillar	Model D40-6S	0044KGLD0090	N	33,491
		Generator	Water			
118	2011	John Deere	Model 7130 w/Boom Mower	1L07130XKRH694511	N	144,124
		Tractor/Mower	Water			
119	2012	John Deere	Tractor	2572	N	144,124
		Tractor				
120	2012	John Deere	Tractor w/ Tiller Boom	2994	N	144,124
		Tractor				
121	2012	John Deere	Tractor w/ Tiller Boom	7869	N	144,124
		Tractor				
122	2012	John Deere	Tractor w/ Tiller Boom	3195	N	144,124
		Tractor				
123	2013	John Deere	Cab Tractor	P06115DCDM050409	N	41,288
		Tractor				
124	2013	John Deere	Cab Tractor	P06115DCDM050398	N	41,288
		Tractor				
125	2013	John Deere	Cab Tractor	P06115DHDM050407	N	41,288
		Tractor				
126	2013	John Deere	Cab Tractor	P06115DEDM050408	N	41,288
		Tractor				
127	2009	Caterpillar	Backhoe CAB4E BH15	HLS08347	N	70,608
		Backhoe	Drainage			
128	2009	Caterpillar	Excavator 324DL EX34	OJJ601090	N	194,000
		Excavator	Drainage			
129	2009	Caterpillar	Excavator 330DL EX33	MWP03302	N	265,000
		Excavator	Drainage			
130	2009	Caterpillar	Bulldozer D6N D218	DJA01121	N	200,040
		Bulldozer	Drainage			
131	2008	Godwin	Pump and Trailer DCP300	052435	N	26,200
		Pump	Drainage			
132	2008	Godwin	Pump and Trailer DCP 300	052438	N	26,200
		Pump	Drainage			
133	2014		Excavator	DHKCEBAQSD001035	N	203,490
			Excavator			

Mobile Equipment Schedule

Member: Hidalgo County Drainage District #1

Member ID: 9368

Coverage Period: 07/11/2016 to 07/11/2017 Shown As of 07/11/2016



ID	Year	Make/Type	Description Department	Serial Number Secondary ID	Leased Y/N	Value
134	2014		Excavator	HKCEBAQPD0001036	N	203,490
		Excavator				
135	2014	Kobelco	Kobelco SK260LC9 Excavator	LL1408109	N	226,318
		Excavator	Unknown			
136	2015	Doosan	Doosan DL250 Wheel Loader	VGCWLBSVF1010019	N	167,306
		Wheel Loader				
Coverage: Mobile Equipment			Total Items:	91		9,748,793

Rerate Exposure Summary Mobile Equipment Schedule Addendum

Member: Hidalgo County Drainage District #1

Member ID:9368

Coverage Period:07/11/2016 to 07/11/2017



Complete the following for any Mobile Equipment items to be added for physical damage coverage.

Year	Make/Model No.	Type	Serial Number	Value
Leased Y/N	Description/ Department	Secondary ID		

**PROPERTY COVERAGES DECISION FORM
2015-2016 Fund Year**

Member: Hidalgo County Drainage District #1

Member ID: 9368



Check here if no changes, or indicate changes below.

REAL AND PERSONAL PROPERTY

2014/15 Coverage Election

2015/16 Coverage Election

Real and Personal Property Coverage Basis:
Valuation Method:
Deductible:

Special Form
Replacement Cost
\$10,000

Flood and Earthquake

Included Excluded

Included Excluded

BOILER AND MACHINERY

2014/15 Coverage Election

2015/16 Coverage Election

Boiler and Machinery Valuation Method:
Deductible:

Replacement Cost
\$1,000

MOBILE EQUIPMENT

2014/15 Coverage Election

2015/16 Coverage Election

Mobile Equipment Coverage Basis:
Valuation Method:
Deductible:

Scheduled Basis
Replacement Cost
\$1,000

AI -55021

7.

DRAINAGE DISTRICT

Meeting Date: 06/14/2016

Submitted Lora Briones

Submitted By: Lora Briones, DRAINAGE
DISTRICT

For:

Department: DRAINAGE DISTRICT

Information

CAPTION

Request approval on a payment of Claim for the Engineering Services for the East Lateral relating to General Management Consultant Services, Assistance to the County Right of Way Services, Direct expenses for Copies. Invoice No. 2013-1128-09.

Amount of payment is \$_____.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 03:33 PM
Final Approval	Monica Badillo	06/10/2016 04:53 PM
Form Started By: Lora Briones		Started On: 06/10/2016 02:56 PM
Final Approval Date: 06/10/2016		

AI -55001

8.

DRAINAGE DISTRICT

Meeting Date: 06/14/2016

Submitted Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

For:

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to pay the following as claims:

- a.) Fuel Injection Services - Invoice No. 79993 - \$3,109.47
- b.) Edinburg City Limits Automotive - Invoice No. 4194 - \$137.71
- c.) Edinburg City Limits Automotive - Invoice No. 41956 - \$866.07

BACKGROUND

Fiscal Impact

Attachments

Invoice No. 79993

Invoice No. 4194

Invoice No. 4195

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 03:33 PM
Final Approval	Monica Badillo	06/10/2016 04:53 PM
Form Started By: Jaime Salazar		Started On: 06/10/2016 10:09 AM
Final Approval Date: 06/10/2016		



FUEL INJECTION SERVICE
3401 N. CAGE BLVD
PHARR, TX 78577
956-787-6421
pharrfuel@rgv.twcbc.com

Invoice

DATE	INVOICE #
------	-----------

1/5/2016

79993

BILL TO:

8300
HIDALGO COUNTY DRAINAGE DIST 1
902 N. DOOLITTLE
EDINBURG, TX 78539

Ship To

HIDALGO COUNTY DRAINAGE DIST 1
902 N DOOLITTLE
EDINBURG, TX 78539

POSTED

*Called me
with phone AB 200*

P.O. NUMBER	TERMS	PROJECT
<i>[Redacted]</i>	Net 30	WO7914

Lupe 292-2080

Pete machine

QUANTITY	DESCRIPTION	RATE	AMOUNT
	<i>Unit # 18</i> =====HOT HARD STARTING ALSO HAS RADIATOR LEAK=====		
4	DT60L-4 6.0 INT = CYL 1-3-5-7=	225.00	900.00
1	AP63439 EGR VAVLE 6.0 04-1/2 -- 2009	151.13	151.13
1	38565 16 OZ FUEL COND	11.11	11.11
1	MAD STAND PIPE	115.92	115.92
1	MAD PLUG	34.19	34.19
1	33899 6.0 T/F PFF4604	56.98	56.98
4	MAD 6.0 GLOW PLUG	15.23	60.92
1	PFF58054 PUMP FUEL REPLACEMENT S/D 6.0	223.86	223.86
1	MAD DIESEL	30.50	30.50
1	DT60FICM 6.0 FICM 03-10 (DDE) =====JUST PANEL ON FICM=====	187.20	187.20
2	ANTIFREEZE ANTIFREEZE	20.39	40.78
1	MAD REPAIR RADIATOR CRACK TANK	169.13	169.13
1	MAD GLOW PLUG MODULE	158.20	158.20
1	MAD GLOW PLUG HARNES	63.05	63.05
	SUBTOTAL		2,202.97
1	003 FREIGHT	15.50	15.50
1	DIAG DIAGNOSTIC	75.00	75.00
12	001 LABOR - REGULAR TIME	68.00	816.00

Subtotal \$3,109.47

Sales Tax (8.26%) \$0.00

TOTAL

\$3,109.47

Pete Salinas (CC)

[Handwritten signature]
6.3.2016

NOV 23 2015

11:20 AM PM

BY: R. Lince

EDINBURG CITY LIMITS AUTOMOTIVE GAITAN RACING!!
3515 E. RICHARDSON RD
EDINBURG TX 78539
956-381-1010

PO# 627373

page 1

8/3/2015 2:32 PM

Repair Order #4194

DISTRICT, DRAINAGE #1
EDINBURG TX 78542
Vehicle : 1997 GMC Truck K1500 1/2 Ton 4WD - Pickup 5.7 L 350
VIN : 1GTEK14R8VZ536373
Fleet # : 43
Created : 7/30/2015 9:48:27 AM
Complete : 8/3/2015 2:32:26 PM
Srv Writer : MG

Day Phone : 9563182641
Tag/State : 1143193 /
Last Mileage : 0
Odometer In : 0
Odometer Out : 0

Labor/Notes		Description	Unit Price	Price
Qty	Code/Tech*		\$49.99	\$49.99
1	MG*	DIAGNOSTIC LABOR		
2.2	MG*	UNIVERSAL JOINT	\$69.88	\$153.74

Remove & Replace or Overhaul Intermediate & Rear, Three Piece Driveline, To Rear Axle, Two

Parts		Description	Condition	Unit Price	Price
Qty	Code/Tech*		New	\$32.38	\$64.76
2	MG*	UNIVERSAL JOINTS	New	\$137.71	\$137.71
1	MG*	700 CCA BATTERY			

Note: M - Labor Database, Copyright, Mitchell International, All Rights Reserved

Labor	\$203.73
Parts	\$202.47
Sublet/Misc.	\$0.00
Other Charges	\$6.11
Charges	\$0.00
Sales Tax	\$0.00
Tax @ \$208.58 * 0.0000%	\$0.00
Repair Total	\$412.31

Tech : MG
Certification #

HIDALGO COUNTY
DRAINAGE DISTRICT #1
PAID

JUN 07 2016

8-3-15 230PM 774

Refered Mgt
NOTE ON BACK
of part package

3/16

PROCESSED:

BY: MG

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express garagekeeper's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto. All Vehicles left over 48 hrs. after repairs are completed WILL INCUR A \$5.00 PER DAY STORAGE FEE 12 Month or 12,000 Mile Warranty On Repairs.

Customer Signature

R. Lince 848 Repair

\$274.60

Pay as claim

16-110433-006-44340-000-000



\$137.71

EDINBURG CITY LIMITS AUTOMOTIVE GAITAN RACING!!
 3515 E. RICHARDSON RD
 EDINBURG TX 78539
 956-381-1010

12/17/2015 10:16 AM

page 1

Repair Order #4195

DISTRICT, DRAINAGE #1
 EDINBURG TX 78542

Day Phone : 9563182641

Vehicle : 1997 GMC Truck K1500 1/2 Ton 4WD - Pickup 5.7 L 350

Tag/State : 1143189 /

VIN : 1GTEK14RXVZ536035

Last Mileage : 0

Fleet # : 22

Created : 7/30/2015 9:53:17 AM

Odometer In : 183002

Complete : 8/10/2015 9:29:20 AM

Odometer Out : 183002

Srv Writer : MG

Labor/Notes

Qty	Code/Tech*	Description	Unit Price	Price
1	MG*	DIAGNOSE ALT/STARTER SYSTEMS	\$49.99	\$49.99
		CONNECT ELECTRICAL SYSTEM ANALYZER. TEST CONDITION AND STATE OF CHARGE IN BATTERY, TEST STARTER AMPERAGE DRAW AND ALTERNATOR OUTPUT.		
0.6	MG*	ALTERNATOR ASSEMBLY R&R	\$69.88	\$41.93
		K1500,V6,Gas		
0.7	MG*	BATTERY R&R	\$69.88	\$48.92
		Includes: Test. One		
3.5	MG*	TRANSMISSION ASSEMBLY	\$69.88	\$244.58
		Removal & Installation K1500,4WD		
1	MG*	TRANSMISSION SERVICE	\$39.00	\$39.00
		REMOVE ALL CONTAMINATED TRANSMISSION FLUID, FLUSH SYSTEM WITH CLEANER, REPLACE TRANSMISSION FILTER AND REFILL WITH PROPER TYPE AND AMOUNT OF NEW FLUID		

Parts

Qty	Code/Tech*	Description	Condition	Unit Price	Price
1	MG*	ALTERNATOR	New	\$146.24	\$146.24
1	MG*	BATTERY GOLD SERIES	New	\$143.17	\$143.17
1	MG*	TRANSMISSION ASSEMBLY	New	\$525.00	\$525.00
12	MG*	ATF DEXRON/MERCON	New	\$2.50	\$30.00
1	MG*	TRANSMISSION FILTER	New	\$18.99	\$18.99

Note: M - Labor Database, Copyright, Mitchell International, All Rights Reserved

Labor	\$465.41	less discount : \$40.99	\$424.42
Parts			\$863.40
Sublet/Misc.			\$0.00
Other Charges			\$12.73
Charges			\$0.00
Sales Tax		Tax @ \$1,159.71 * 0.0000%	\$0.00
		Repair Total	\$1,300.55

Tech : MG
 Certification # :

Free price Ref P.O. 027374 - 434.48

Payas claim

866.07

HIDALGO COUNTY
 DRAINAGE DISTRICT #1
 PAID

16-110-433-006-44340-000-000

JUN 07 2016



PROCESSED: *6-1-16*
 BY: *MG*

AI -55020

9.

DRAINAGE DISTRICT

Meeting Date: 06/14/2016

Submitted Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE
DISTRICT

For:

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to accept bid and approval to execute Requirements Agreement with multiple vendors meeting all specified requirements for RFB No. HCDD1-16-025-06-01 "PIPES- Reinforced Concrete Pipe -Tongue & Groove, Reinforced Concrete Pipe, Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe"

BACKGROUND

Fiscal Impact

Attachments

Bid Tabulation Sheet

Vendor Participation Log

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 03:33 PM
Final Approval	Monica Badillo	06/10/2016 04:53 PM
Form Started By: Moises Salazar		Started On: 06/10/2016 02:38 PM
Final Approval Date: 06/10/2016		

BIT TABULATION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

PIPES- "Reinforced Concrete Pipe – Tongue & Groove,
Reinforced Concrete Pipe – Rubber Gasket,
Polyethylene & HP Storm Polypropylene Pipe"

HCDD1-16-025-06-01

I. REINFORCED CONCRETE PIPE – TONGUE & GROOVE

(price per Linear Feet)

	PIPE SIZE	AWARD RECOMMENDATION Rio Valley Pipe, LLC dba CAPA	ACT Pipe & Supply Inc.	Aguaworks Pipe & Supply -Bid Received None Responsive - Addendum No. 1 Not Acknowledged.	
15”	CLASS III	15.15/LF	NO BID /LF	/LF	
	CLASS IV	19.50/LF	NO BID /LF	/LF	
	CLASS V	20.60/LF	NO BID /LF	/LF	
18”	CLASS III	17.85/LF	NO BID /LF	/LF	
	CLASS IV	22.60/LF	NO BID /LF	/LF	
	CLASS V	23.55/LF	NO BID /LF	/LF	
24”	CLASS III	25.20/LF	NO BID /LF	/LF	
	CLASS IV	28.75/LF	NO BID /LF	/LF	
	CLASS V	29.45/LF	NO BID /LF	/LF	
30”	CLASS III	38.50/LF	NO BID /LF	/LF	
	CLASS IV	40.20/LF	NO BID /LF	/LF	
	CLASS V	48.90/LF	NO BID /LF	/LF	
36”	CLASS III	52.75/LF	NO BID /LF	/LF	
	CLASS IV	58.30/LF	NO BID /LF	/LF	
	CLASS V	68.45/LF	NO BID /LF	/LF	
42”	CLASS III	71.75/LF	NO BID /LF	/LF	
	CLASS IV	73.90/LF	NO BID /LF	/LF	
	CLASS V	82.75/LF	NO BID /LF	/LF	
48”	CLASS III	90.40/LF	NO BID /LF	/LF	
	CLASS IV	97.10/LF	NO BID /LF	/LF	

	CLASS V	110.35/LF	NO BID /LF	/LF
54"	CLASS III	106.20/LF	NO BID /LF	/LF
	CLASS IV	118.30/LF	NO BID /LF	/LF
	CLASS V	133.00/LF	NO BID /LF	/LF
60"	CLASS III	131.15/LF	NO BID /LF	/LF
	CLASS IV	148.70/LF	NO BID /LF	/LF
	CLASS V	169.40/LF	NO BID /LF	/LF
72"	CLASS III	189.45/LF	NO BID /LF	/LF
	CLASS IV	218.45/LF	NO BID /LF	/LF
	CLASS V	247.35/LF	NO BID /LF	/LF

II. REINFORCED CONCRETE PIPE - RUBBER GASKET JOINT CONCRETE PIPE				
(price per Linear Feet)				
PIPE SIZE		AWARD RECOMMENDATION Rio Valley Pipe, LLC dba CAPA	ACT Pipe & Supply Inc.	Aguaworks Pipe & Supply -Bid Received None Responsive - Addendum No. 1 Not Acknowledged.
12"	CLASS III	15.15/LF	NO BID /LF	/LF
	CLASS IV	19.50/LF	NO BID /LF	/LF
	CLASS V	21.55/LF	NO BID /LF	/LF
15"	CLASS III	17.85/LF	NO BID /LF	/LF
	CLASS IV	22.60/LF	NO BID /LF	/LF
	CLASS V	24.65/LF	NO BID /LF	/LF
18"	CLASS III	20.30/LF	NO BID /LF	/LF
	CLASS IV	25.65/LF	NO BID /LF	/LF
	CLASS V	27.70/LF	NO BID /LF	/LF
24"	CLASS III	28.70/LF	NO BID /LF	/LF
	CLASS IV	32.85/LF	NO BID /LF	/LF
	CLASS V	34.90/LF	NO BID /LF	/LF

30''	CLASS III	42.50/LF	NO BID /LF	/LF
	CLASS IV	46.10/LF	NO BID /LF	/LF
	CLASS V	49.40/LF	NO BID /LF	/LF
36''	CLASS III	60.00/LF	NO BID /LF	/LF
	CLASS IV	65.70/LF	NO BID /LF	/LF
	CLASS V	70.15/LF	NO BID /LF	/LF
42''	CLASS III	79.65/LF	NO BID /LF	/LF
	CLASS IV	80.55/LF	NO BID /LF	/LF
	CLASS V	92.45/LF	NO BID /LF	/LF
48''	CLASS III	91.85/LF	NO BID /LF	/LF
	CLASS IV	101.60/LF	NO BID /LF	/LF
	CLASS V	116.80/LF	NO BID /LF	/LF
54''	CLASS III	109.40/LF	NO BID /LF	/LF
	CLASS IV	124.50/LF	NO BID /LF	/LF
	CLASS V	142.25/LF	NO BID /LF	/LF
60''	CLASS III	137.20/LF	NO BID /LF	/LF
	CLASS IV	154.70/LF	NO BID /LF	/LF
	CLASS V	183.20/LF	NO BID /LF	/LF
66''	CLASS III	NO BID/LF	NO BID /LF	/LF
	CLASS IV	NO BID/LF	NO BID /LF	/LF
	CLASS V	NO BID/LF	NO BID /LF	/LF
72''	CLASS III	189.45/LF	NO BID /LF	/LF
	CLASS IV	218.45/LF	NO BID /LF	/LF
	CLASS V	268.00/LF	NO BID /LF	/LF

ITEM III. - DELETED AS PER ADDENDUM No. 1

III. POLYETHYLENE PIPE-20' IN LENGTH

-High density, polyethylene pipe, smooth interior, with H-20 load rating.
(Price per Linear Feet)

PIPE SIZE				
8"	LF	LF	LF	LF
12"	LF	LF	LF	LF
15"	LF	LF	LF	LF
18"	LF	LF	LF	LF
24"	LF	LF	LF	LF
30"	LF	LF	LF	LF
36"	LF	LF	LF	LF
42"	LF	LF	LF	LF
48"	LF	LF	LF	LF
54"	LF	LF	LF	LF
60"	LF	LF	LF	LF
72"	LF	LF	LF	LF

IV. HP STORM 12"- 60" POLYPROPYLENE PIPE

(Price per Linear Feet)

PIPE SIZE	Rio Valley Pipe, LLC dba CAPA	AWARD RECOMMENDATION ACT Pipe & Supply Inc.	Aguaworks Pipe & Supply -Bid Received None Responsive - Addendum No. 1 Not Acknowledged.
12"	NO BID /LF	6.98/LF	/LF
15"	NO BID /LF	8.71/LF	/LF
18"	NO BID /LF	11.49/LF	/LF
24"	NO BID /LF	19.38/LF	/LF
30"	NO BID /LF	30.16/LF	/LF
36"	NO BID /LF	33.04/LF	/LF
42"	NO BID /LF	42.43/LF	/LF
48"	NO BID /LF	55.62/LF	/LF
60"	NO BID /LF	87.19/LF	/LF

V. HP DUAL WALL MARMAC COUPLERS

(Price Each)

PIPE SIZE	Rio Valley Pipe, LLC dba CAPA	AWARD RECOMMENDATION ACT Pipe & Supply Inc.	Aguaworks Pipe & Supply -Bid Received None Responsive - Addendum No. 1 Not Acknowledged.
12"	NO BID /EA	47.17/EA	/EA
15"	NO BID /EA	53.48/EA	/EA
18"	NO BID /EA	65.76/EA	/EA
24"	NO BID /EA	85.11/EA	/EA
30"	NO BID /EA	110.04/EA	/EA
36"	NO BID /EA	128.76/EA	/EA
42"	NO BID /EA	143.37/EA	/EA
48"	NO BID /EA	280.22/EA	/EA
60"	NO BID /EA	259.93/EA	/EA

VI. HP DUAL WALL FABRICATED TEES

(Price Each)

PIPE SIZE	Rio Valley Pipe, LLC dba CAPA	AWARD RECOMMENDATION ACT Pipe & Supply Inc.	Aguaworks Pipe & Supply -Bid Received None Responsive - Addendum No. 1 Not Acknowledged.
12"	NO BID /EA	315.77/EA	/EA
15"	NO BID /EA	404.78/EA	/EA
18"	NO BID /EA	539.32/EA	/EA
24"	NO BID /EA	761.55/EA	/EA
30"	NO BID /EA	1,273.61/EA	/EA
36"	NO BID /EA	1,677.96/EA	/EA
42"	NO BID /EA	1,892.25/EA	/EA
48"	NO BID /EA	2,593.48/EA	/EA
60"	NO BID /EA	4,160.60/EA	/EA

VII. HP DUAL WALL FABRICATED BENDS

(Price Each)

Pipe Size		Rio Valley Pipe, LLC dba CAPA	AWARD RECOMMENDATION ACT Pipe & Supply Inc.	Aguaworks Pipe & Supply -Bid Received None Responsive - Addendum No. 1 Not Acknowledged.	
12"	11.25 Bend	NO BID /EA	145.42/EA		/EA
	22.5 Bend	NO BID /EA	154.32/EA		/EA
	30* Bend	NO BID /EA	156.38/EA		/EA
	45* Bend	NO BID /EA	157.08/EA		/EA
	90* Bend	NO BID /EA	166.83/EA		/EA
15"	11.25 Bend	NO BID /EA	187.34/EA		/EA
	22.5 Bend	NO BID /EA	197.87/EA		/EA
	30* Bend	NO BID /EA	201.01/EA		/EA
	45* Bend	NO BID /EA	390.27/EA		/EA
	90* Bend	NO BID /EA	220.43/EA		/EA
18"	11.25 Bend	NO BID /EA	211.08/EA		/EA
	22.5 Bend	NO BID /EA	241.43/EA		/EA
	30* Bend	NO BID /EA	237.68/EA		/EA
	45* Bend	NO BID /EA	246.03/EA		/EA
	90* Bend	NO BID /EA	286.54/EA		/EA
24"	11.25 Bend	NO BID /EA	327.89/EA		/EA
	22.5 Bend	NO BID /EA	388.30/EA		/EA
	30* Bend	NO BID /EA	366.09/EA		/EA
	45* Bend	NO BID /EA	394.72/EA		/EA
	90* Bend	NO BID /EA	438.48/EA		/EA
30"	11.25 Bend	NO BID /EA	504.74/EA		/EA
	22.5 Bend	NO BID /EA	530.88/EA		/EA
	30* Bend	NO BID /EA	562.62/EA		/EA
	45* Bend	NO BID /EA	585.45/EA		/EA
	90* Bend	NO BID /EA	716.66/EA		/EA

36''	11.25 Bend	NO BID /EA	618.63/EA	/EA
	22.5 Bend	NO BID /EA	696.29/EA	/EA
	30* Bend	NO BID /EA	789.76/EA	/EA
	45* Bend	NO BID /EA	754.51/EA	/EA
	90* Bend	NO BID /EA	913.25/EA	/EA
42''	11.25 Bend	NO BID /EA	767.07/EA	/EA
	22.5 Bend	NO BID /EA	920.95/EA	/EA
	30* Bend	NO BID /EA	951.65/EA	/EA
	45* Bend	NO BID /EA	977.54/EA	/EA
	90* Bend	NO BID /EA	1,175.11/EA	/EA
48''	11.25 Bend	NO BID /EA	939.70/EA	/EA
	22.5 Bend	NO BID /EA	1,152.79/EA	/EA
	30* Bend	NO BID /EA	1,193.08/EA	/EA
	45* Bend	NO BID /EA	1,216.29/EA	/EA
	90* Bend	NO BID /EA	1,279.98/EA	/EA
60''	11.25 Bend	NO BID /EA	1,397.40/EA	/EA
	22.5 Bend	NO BID /EA	1,963.28/EA	/EA
	30* Bend	NO BID /EA	1,810.93/EA	/EA
	45* Bend	NO BID /EA	2,053.75/EA	/EA
	90* Bend	NO BID /EA	2,375.75/EA	/EA



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

VENDOR PARTICIPATION LOG

PROCUREMENT METHOD: RFB RFP WRITTEN QUOTES CSP OTHER _____

PROJECT No.: HCDD1-16-025-06-01
PROJECT TITLE: “PIPES- Reinforced Concrete Pipe – Tongue & Groove, Reinforced Concrete Pipe – Rubber Gasket, Polyethylene & HP Storm Polypropylene Pipe”
BID OPENINGS DATE/TIME: June 01, 2016 @ 9:30 am

VENDOR/COMPANY NAME	PACKET SENT TO E-MAIL ADDRESS OR VIA OTHER (*)	DATE	PHONE NO
1) ACT Pipe & Supply Br. 80 Underground Division Jorge Zavala 1004 N. Shary Rd Mission, TX 78572	jzavala@actpipe.com	05/23/16	(956) 583-1558 - Phone (956) 580-4987 - Fax (956) 463-5889 - Cell
2) Contech Construction 404 E. Ramsey Suite 109 San Antonio, TX 78216	byazdaniha@conteches.com	05/27/16	Tel: 210-737-1129
3) Alamo Concrete P.O. Box 531808 Harlingen, Texas 78553	lmartinez@alamoconcrete.com	05/27/16	
4) Advance Drainage Systems 3137 Obsidian Drive Brownsville, Texas 78526	Armando.blanco@ads-pipe.com	05/23/16	Tel: 956-592-3215
5) HD Waterworks P.O. Box 2227 McAllen, Texas 78502	Joel.garcia@hdsupply.com	05/27/16	Tel: 956-631-3341
6) Aguaworks Pipe & Supply Brownsville, Texas	thomasbennett@aguaworkspipe.com	05/27/16	
7) Morrison Supply Company Harlingen, Texas	mbuttles@yahoo.com	05/27/16	
8) Concrete Asphalt Pipe Associates (CAPA) dba/Rio Valley Pipe 7301 W. Exp. 83 Mission, Texas 78572	sales@riovalleypipe.com sboyd@riovalleypipe.com	05/26/16	Tel: 956-432-0600 Tel: 956-369-5250
9) GNH Company P.O. Box 752 Alamo, TX 78516	Jheranandez@gnhcompany.com	05/20/16	956-509-5726

- * VIA: (IP) = In Person , (FAX) = Via Fax, EMAIL

AI -55022

10.

DRAINAGE DISTRICT

Meeting Date: 06/14/2016

Submitted Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

For:

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of Interlocal Cooperation Agreement between Hidalgo County Drainage District No.1 and City of Mission, Texas as it relates to Drainage Improvements to the Melba Carter ditch.

BACKGROUND

Fiscal Impact

Attachments

ILA Melba Carter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 03:33 PM
Final Approval	Monica Badillo	06/10/2016 04:53 PM
Form Started By: Jaime Salazar		Started On: 06/10/2016 02:59 PM
Final Approval Date: 06/10/2016		

STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
AND CITY OF MISSION, TEXAS**

THIS Agreement is made on this the ____ day of _____, 2016 by and between HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, hereinafter referred to as "Drainage District" and the CITY OF MISSION, TEXAS hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Drainage District, pursuant to its statutory authority, is responsible for proper drainage in Hidalgo County;

WHEREAS, City is a Texas municipal corporation created under the laws of Texas;

WHEREAS, District and City desire to cooperate in making drainage improvements to the Melba Carter ditch;

WHEREAS, the outfall of the Melba Carter ditch empties into the drainage ditch system of District and is an integral part of the drainage system of the area such ditch services;

WHEREAS, the District desires to clean and excavate the Melba Carter Ditch from Expressway 83 to the Mission Inlet (the "Melba Carter Ditch") to improve drainage in Hidalgo County;

WHEREAS, the City desires to remove and dispose of all excavated material from the Melba Carter Ditch;

NOW, THEREFORE, Drainage District and City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Drainage District shall improve the Melba Carter Ditch in accordance with engineering plans and specifications provided by City at City's sole cost and expense and reviewed and approved by Drainage District. City shall provide, at City's sole cost and expense, construction staking when requested by Drainage District. City shall provide at City sole cost and expense, "as built" drawings to Drainage District within sixty (60) days

following written notice from Drainage District to City of completion of improvements by Drainage District.


2. City will, at City's sole cost and expenses, promptly upon request by Drainage District shall remove and dispose of any and all excavated material generated by the Drainage District in Drainage District's improvement of the Melba Carter Ditch;
3. The parties hereto will use their best efforts to complete the improvement of Melba Carter Ditch in within 120 days from the date Drainage District commences the improvement of the Melba Carter Ditch;
4. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
5. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
6. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District and City, and not otherwise.
7. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Section 271.903

- 14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- 15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
- 16. **Authority to Execute.** The execution and performance of this Agreement by Drainage District and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and City in accordance with its terms.
- 17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1

By: _____
Ramon Garcia, Chairman Hidalgo County
Drainage District No. 1 Board of Directors

CITY OF MISSION, TEXAS
By: 
Norberto "Beto" Salinas, Mayor

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
COUNTY OF HIDALGO §

APPROVAL OF INTERLCOAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project. District and City desire to cooperate in making needed drainage improvements to the Melba Carter Ditch to be entered into with Hidalgo County Drainage District No. 1 and City of Mission, Texas.

By vote on _____2016, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI -55024

11.

DRAINAGE DISTRICT

Meeting Date: 06/14/2016

Submitted Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

For:

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of the following Closing documents as they relate to Hidalgo County
Regional Mobility Authority:

- a.) HCRMA Tract No. 40-P1
- b.) HCRMA Tract No. 40-P2
- c.) HCRMA Tract No. 40-P3
- d.) HCRMA Tract No. 40-P4

BACKGROUND

Fiscal Impact

Attachments

40-P1

40-P2

40-P3

40-P4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 04:07 PM
Final Approval	Monica Badillo	06/10/2016 04:53 PM
Form Started By: Jaime Salazar		Started On: 06/10/2016 03:14 PM
Final Approval Date: 06/10/2016		

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

SPECIAL WARRANTY DEED

HCRMA ROW CSJ: 3627-01-001

HCRMA TRACT: 40-P1

Grantor(s), whether one or more:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas

Grantor's Mailing Address (including county):

902 N. Doolittle Road
Edinburg, TX 78542
(Hidalgo County)

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The HCRMA is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The HCRMA is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, TX 78577
(Hidalgo County)

Consideration:

The sum of One Thousand Seven Hundred and Eight and No/100 Dollars (\$1,708.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.



Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached **Exhibit "A"** (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTORS:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas:

By: _____
Ramon Garcia, Chairman of the Board

Acknowledgment

State of Texas,
County of Hidalgo:

This instrument was acknowledged before me on _____, 2016, by Ramon Garcia, as Chairman of the Board of Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

EXHIBIT "A"

Page 1 of 3
Survey Date: August 15, 2014
Revised Date: January 9, 2015
Parcel 40 P1

County: Hidalgo
Highway: HCRMA SH 365 – Seg. 1
Limits: From 987+00.00 to 1295+85.69
R.O.W. CSJ: 3627-01-001

Field Notes for Parcel 40 P1

A 18,615 square feet of land, more or less, being out of **LOT 4, BLOCK 10, A. J. McCOLL SUBDIVISION**, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 21, Page 597-598, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1330, Page 501, H.C.D.R., by Hidalgo County, on August 3, 1972. Said 18,615 square feet being more particularly describe as follows:

COMMENCING on the West line of said Lot 4 and the North right of way line of a County Road, **THENCE** as follows:

S 81° 25' 06" E, along the North right of way line of said County Road, a distance of 1061.21 feet to a Set No. 5 rebar w/ Aluminum Disk on a curve, for the west most corner of this tract and the **POINT OF BEGINNING**;

(1) Thence, along said curve to the right with an interior angle of 02°32'09", a radius of 5850.00 feet, an arc length of 258.91 feet, a tangent of 129.48 feet and a chord that bears N 81°02'32" E a distance of 258.89 feet to Set No. 5 rebar w/ Aluminum Disk, for an inside corner of this tract;

(2) Thence N 45°45'25" E, a distance of 136.16 to a Set No. 5 rebar w/ Aluminum Disk on the West right of way of Jackson Road, for the northeast corner of this tract;

(3) Thence, S 08°34'54"W, along the West right of way of said Jackson Road, a distance of 1.42 feet to a Set No. 4 rebar, for an angle corner of this tract;

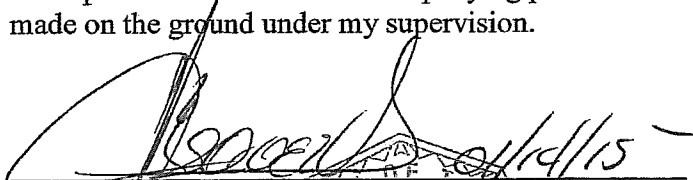
(4) Thence, S 14°17'33"W, along the West right of way of said Jackson Road, a distance of 150.76 feet to a Set No. 4 rebar, for an angle corner of this tract;

(5) Thence, S 08°34'54"W, along the West right of way of said Jackson Road, a distance of 35.09 feet to a Set No. 4 rebar on the North right of way line of said County Road, for the southeast corner of this tract;

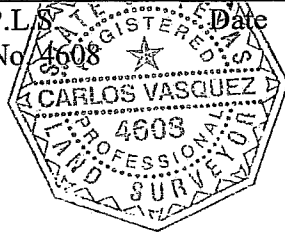
(6) Thence, N 81°25'06" W, along the North right of way line of said County Road, a distance of 314.14 feet to the POINT OF BEGINNING, containing 18,615 square feet of land, more or less.

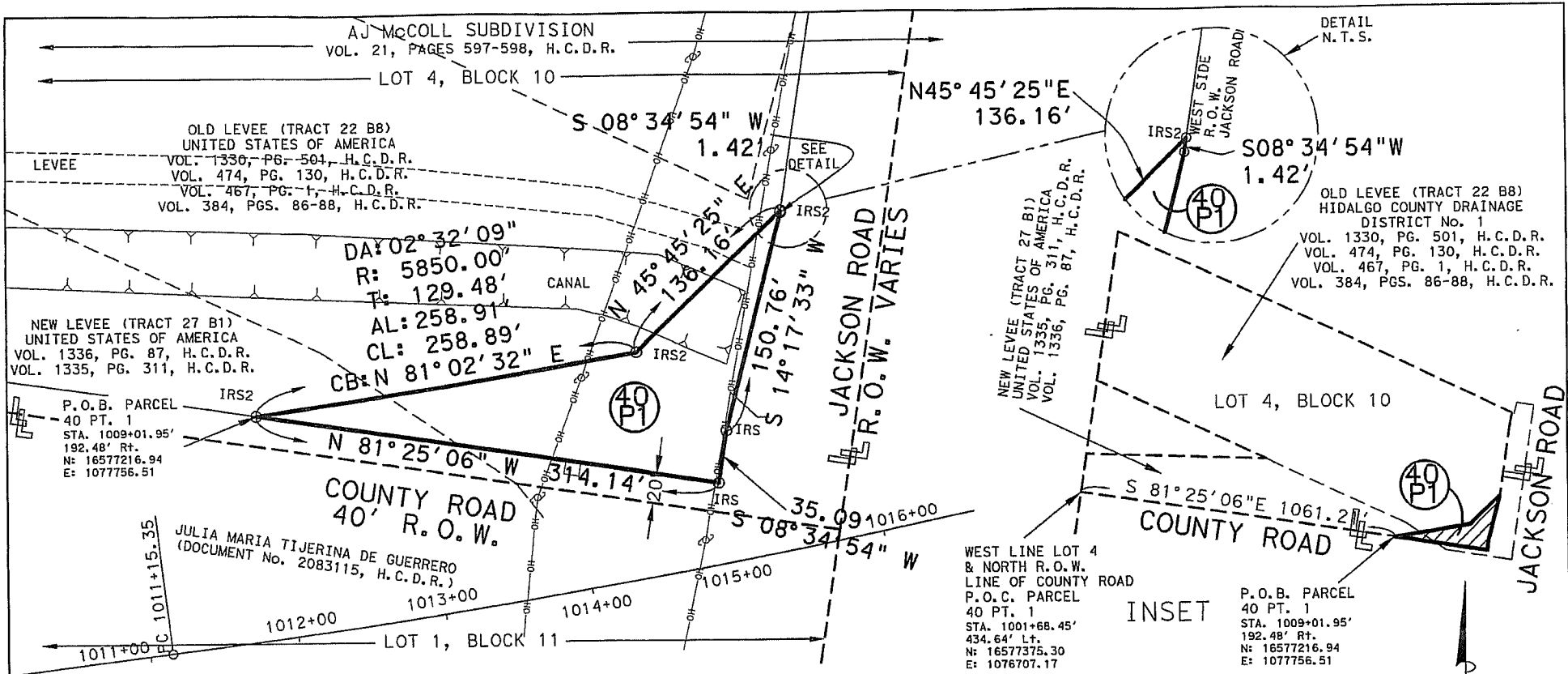
Note: The Point of Beginning of this description has Surface coordinates of X= 1,077,756.51 and Y= 16,577,216.94; All bearings are based on the Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone. All coordinates shown are surface and maybe converted to grid by multiplying by TXDOT conversion factor of 0.99996;

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



Date
Carlos Vasquez, R.P.L.S.
Texas Registration No. 4608





NOTES:

1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960

A. J. McCOLL SUBDIVISION (VOL 21, PAGES 597-598, H.C.D.R.)					
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. No. -VOL & PG.	TO BE ACQUIRED (SQ. FT.)	REMAINDER (SQ. FT.)	
				LEFT	RIGHT
40 P1	861,127	VOL. 1336, PG. 87 H.C.D.R.	18,615	842,512	-

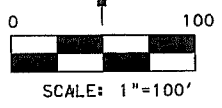
LEGEND

- | | | | |
|-----|--------------------------------|--------|--------------------------------|
| --- | LOT AND PROPERTY LINES | ⊙ | WATER VALVES AND METERS |
| --- | EXIST. ROW LINES | ⊙ | SIGNS AND STOP SIGNS |
| --- | PARCEL BOUNDARY LINES | ⊙ | IRRIGATION STAND PIPE |
| --- | EXIST. EASEMENTS INSIDE PARCEL | ⊙ | IRRIGATION VALVE |
| --- | EXIST. EASEMENT OUTSIDE PARCEL | ⊙ | SANITARY SEWER MANHOLE |
| --- | COMMON OWNERSHIP LINES | ⊙ | CONC. STRUCTURES |
| --- | FENCE LINES | ⊙ | MONUMENTS |
| --- | EXIST. SWALE LINES | IRF | FOUND No. 4 REBAR W/CAP (RGEC) |
| --- | EDGE OF PAVEMENT LINES | IRS | SET No. 4 REBAR |
| --- | EDGE OF CALICHE ROAD | IRS2 | SET No. 5 REBAR W/ ALUM DISK |
| --- | EDGE OF DIRT ROAD | CPS | SET COTTON PICKER SPINDLE |
| --- | SANITARY SEWER LINES | P.O.B. | POINT OF BEGINNING |
| --- | FIBER OPTIC LINES | P.O.C. | POINT OF COMMENCEMENT |
| --- | OVER HEAD POWER LINES | ⊙ | POWER POLES & GUY WIRE |
| --- | CULVERTS & DRAINAGE LINES | ⊙ | PARCEL NUMBER |
| --- | WATER LINES | ⑭ | |
| --- | ACCESS CONTROL LINE | | |

Carlos Vasquez - RPLS No. 4608

Date: August 15, 2014
 Revisd Date: January 9, 2015

INSET



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

PLAT OF SURVEY: 040-P1	
Dist. Name: PHARR	County: HIDALGO
RCSJ No: 3627-01-001	DATE: 8/15/14
Project Name: SH365-SEG. 2 U.S. 281	Sht. No: 3 of 3

A. U.S. Department of Housing and Urban Development

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input type="checkbox"/> Conv. Unins.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	
6. File Number 3154109		7. Loan Number
8. Mortgage Ins. Case No.		

Settlement Statement

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 ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. Name of Borrower: HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, PO BOX 1766, PHARR, TX 78577

E. Name of Seller: HIDALGO COUNTY DRAINAGE DISTRICT NO.,1, a political subdivision of the State of Texas, 902 N. DOOLITTLE ROAD, EDINBURG, TX 78542

F. Name of Lender:

G. Property Location: Lot 4, Block 10, A. J. MCCOLL SUBDIVISION

H. Settlement Agent: Sierra Title of Hidalgo County, Inc.(956) 682-8321
Place of Settlement: 3401 N. 10TH Street, McAllen, TX 78501

I. Settlement Date: 4/29/2016 **Proration Date:** 4/29/2016

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	1,708.00	401. Contract sales price	1,708.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	804.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. School Taxes		409. School Taxes	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	2,512.50	420. Gross amount due to seller:	1,708.00
200. Amounts paid by or in behalf of the borrower:		500. Reduction in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213. School Taxes		513. School Taxes	
214.		514.	
215.		515.	
216. **NO TAX PRORATIONS**		516. **NO TAX PRORATIONS**	
217. **NO ACCOUNT ESTABLISHED GOVERNMENT PROPERTY**		517. **NO ACCOUNT ESTABLISHED GOVERNMENT PROPERTY**	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	0.00	520. Total reduction in amount due seller:	0.00
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	2,512.50	601. Gross amount due to seller (line 420)	1,708.00
302. Less amount paid by/for borrower (line 220)	0.00	602. Less total reduction in amount due seller(line 520)	0.00
303. CASH (X)FROM ()TO BORROWER	2,512.50	603. CASH ()FROM (X)TO SELLER	1,708.00

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, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) 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 INSTRUCTION - If this real estate was your principle 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).

You are required by law to provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number.

If you do not provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

HIDALGO COUNTY DRAINAGE DISTRICT NO.,1, a political subdivision of the State of Texas

L. Settlement Charges

4/29/16 11:29 AM

File Number: 3154109

		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700.	Total sales/broker commission		
	Division of commission (line 700) as follows:		
701.	\$		
702.	\$		
703.	Commission paid at settlement		
704.			
800.	Items payable in connection with loan		
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.			
809.			
810.			
811.			
812.			
813.			
814.	Yield Spread Premium		
900.	Items required by lender to be paid in advance		
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.			
905.			
1000.	Reserves deposited with lender		
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments (maint.)		
1006.	School taxes		
1007.			
1008.			
1009.	Aggregate Adjustment		
1100.	Title charges		
1101.	Settlement or closing fee to Sierra Title of Hidalgo County, Inc.	500.00	
1102.	Abstract or title search		
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation		
1106.	Notary fees		
1107.	Attorney's fees to <i>includes above items no.:</i>		
1108.	Title insurance to Sierra Title of Hidalgo County, Inc. <i>includes above items no.:</i>	238.00	
1109.	Lender's coverage		
1110.	Owner's coverage \$1,708.00 \$238.00		
1111.	State of Texas Policy Guaranty Fee		
1112.	Escrow fee		
1113.	Document review fee to LAW OFFICE OF JOHN KING		
1114.			
1200.	Government recording and transfer charges		
1201.	Recording fees: Deed \$60.00	60.00	
1202.	City/county tax/stamps:		
1203.	State tax/stamps:		
1204.	E-FILING FEE to Sierra Title of Hidalgo County, Inc.	3.50	
1205.	Tax Service Fee		
1206.	GUARANTY FEE to Sierra Title of Hidalgo County, Inc.	3.00	
1300.	Additional settlement charges		
1301.	Survey		
1302.	Pest inspection		
1303.			
1304.			
1305.	HOA Association		
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	804.50	0.00

CERTIFICATION: 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 copy of HUD-1 Settlement Statement.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HIDALGO COUNTY DRAINAGE DISTRICT NO.,1, a political subdiv

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Sierra Title of Hidalgo County, Inc.

Date

SELLER'S AND/OR PURCHASER'S STATEMENT Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.
Purchasers/Borrowers Sellers

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HIDALGO COUNTY DRAINAGE DISTRICT NO.,1, a political subdiv

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.

ADDENDUM

G.F. No. 3154109

DATE: April 29, 2016

Line 303 Amount:

Line 603 Amount:

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 copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

HIDALGO COUNTY DRAINAGE DISTRICT
NO., 1, a political subdivision of the State of
Texas BY Ramon Garcia, Chairman of the
Board

Hidalgo County Regional
Mobility Authority, By:
Halff Associates, Inc.,
By: John Howell, Right of
Way Specialist

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause 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 Sections 1001 and 1010.

AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS AND POSSESSION

(USE SEPARATE FORM FOR EACH PARTY)

TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING

File Number: 3154109

SUBJECT PROPERTY:

Lot 4 Block 10 A. J. MCCOLL SUBDIVISION Section Phase

STATE OF Texas
COUNTY OF Hidalgo

Before me, the undersigned authority on this day personally appeared HIDALGO COUNTY DRAINAGE DISTRICT NO., 1, a political subdivision of the State of Texas

Seller or Owner-Borrower* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

- 1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following: (If NONE, write "NONE" on blank line)

Creditor Approximate Amount

- 2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following: (If NONE, write "NONE" on blank line)

Creditor Approximate Amount

- 3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows: (If NONE, write "NONE" on blank line)

- 4. No parties are in possession other than affiant, except as follows: (If NONE, write "NONE" on blank line)

- 5. *To be filled in if a sale -*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: _____ Seller's address (office address, if seller is an entity; home address if seller is an individual) is: _____

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

HIDALGO COUNTY DRAINAGE DISTRICT NO., 1, a political subdivision of the State of Texas
BY Ramon Garcia, Chairman of the Board

Sworn to and subscribed before me this _____.

Notary Public in and for the State of Texas

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.
*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

CERTIFICATION FOR NO INFORMATION REPORTING ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I. Seller Information

1. Name: HIDALGO COUNTY DRAINAGE DISTRICT NO., 1, a political subdivision of the State of Texas
Address or legal description (including city, state, and zip code) of residence being sold or exchanged:
2. Taxpayer Identification Number (TIN): _____

Part II. Seller Assurances

Check "True: or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

True False

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence. |
| <input type="checkbox"/> | <input type="checkbox"/> | (2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997). |
| <input type="checkbox"/> | <input type="checkbox"/> | (3) No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997. |
| <input type="checkbox"/> | <input type="checkbox"/> | (4) At least one of the following three statements applies:
The sale or exchange is of the entire residence for \$250,000 or less.
<div style="text-align: center;">or</div> I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> the gain on the sale or exchange of the entire residence is \$250,000 or less.
<div style="text-align: center;">or</div> I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997). |
| <input type="checkbox"/> | <input type="checkbox"/> | (5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied. |

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| True | False | N/A | (6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

HIDALGO COUNTY DRAINAGE DISTRICT
NO., 1, a political subdivision of the State of Texas
By Ramon Garica, Chairman of the Board

Date

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION
FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

BUYER'S MAILING ADDRESS VERIFICATION FORM

****THIS FORM MUST BE FILLED OUT COMPLETELY****

GF#: 3154109

Borrower/Buyer Name(s): HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit # or Apt. #)

P. O. Box

City

State

Zip Code

Phone Information

Buyer One

Buyer Two

Home Number: _____

Business Number: _____

Mobile Number: _____

Email Address: _____

Date of Birth: _____

Social Security #: _____

Drivers License #: _____

Hidalgo County Regional Mobility
Authority, By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Date

Date

SELLER'S MAILING ADDRESS VERIFICATION FORM
THIS FORM MUST BE FILLED OUT COMPLETELY

GF#: 3154109

Seller Name(s): HIDALGO COUNTY DRAINAGE DISTRICT NO.,1, a political subdivision of the State of Texas

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit # or Apt. #)

P. O. Box

City

State

Zip Code

Phone Information

Seller One

Seller Two

Home Number:	_____	_____
Business Number:	_____	_____
Mobile Number:	_____	_____
Email Address:	_____	_____
Date of Birth:	_____	_____
Social Security #:	_____	_____
Drivers License #:	_____	_____

HIDALGO COUNTY DRAINAGE DISTRICT NO.,1, a political subdivision of the State of Texas
BY Ramon Garcia, Chairman of the Board

Date

Date

©©WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

SIERRA TITLE OF HIDALGO COUNTY, INC.
McAllen, Texas 78501

RE: GUARANTY FILE NUMBER: 3154109
HIDALGO COUNTY DRAINAGE DISTRICT NO., 1, a political subdivision of
the State of Texas to HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

Land:
Parcel 40 P-1:

A 18,615 square feet of land, more or less, being out of Lot 4, Block 10, A.J. McCOLL SUBDIVISION, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 21, Page 597-598, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1330, Page 501, H.C.D.R., by Hidalgo County, on August 3, 1972. Said 18,615 square feet being more particularly describe as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

1. Waiver of Inspection.

You may refuse to accept an Exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim of right adverse to the record owner of the land as shown in Schedule A of the Policy. The Company may require an inspection and an additional charge for reasonable and actual costs to inspect. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you waive inspection of the property and you accept the Exception in your policy.

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.

You may require deletion of the arbitration provision of the Owner Policy (T-1). If you do not delete this provision, either you or the Company may require arbitration, if the law allows and if the Policy provides so. 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.

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER CONTINUED:

GF Number: 3154109

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 Company. 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 to title on your land.

Date: April 29, 2016

Signature:

Hidalgo County Regional Mobility
Authority, By: Halff Associates,
Inc., By: John Howell, Right of Way
Specialist

INSTRUCTIONS FOR DISBURSEMENT OF
SELLERS PROCEEDS

Call when check is ready:

- Sellers @ home _____ work _____ cell _____
- Realtor @ _____
- Other _____ @ Ph # _____
- Mail check to: _____

- Federal Express check to: _____

- Wire Transfer funds to:
Name of Receiving Bank: _____
ABA Number: _____
Credit to the account of: _____
Account Number: _____
- Deposit into Acct # _____ (Deposit Slip Attached)
- Make check payable to Sellers Attorney:
Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas
By: RAMON GARCIA, CHAIRMAN OF THE BOARD
- _____

**CLOSING AFFIDAVIT
SELLER/PURCHASER/BORROWER**

Title Company: **Sierra Title Company of Hidalgo County, Inc.**
 File No.: **3154109**
 Purchaser(s)/
 Borrower(s): **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

Seller(s): **HIDALGO COUNTY DRAINAGE DISTRICT NO.,1, a
 political subdivision of the State of Texas**

Lender:
 Property: **Lot 4 Block 10 A. J. MCCOLL SUBDIVISION Section
 *, Phase * (parcel 40-P1)**

By initialing one or more of the following items as may be appropriate for this transaction, each Seller and/or Buyer/Borrower acknowledges understanding of the disclosure being made by Title Company and affirms the representation made to them by Title Company as indicated. Each such disclosure or representation may jointly benefit both Sierra Title Company of Hidalgo County, Inc. and its underwriter. Singular reference to Seller, Buyer and Borrower includes multiple individuals/ entities identified above.

Any numbered item not applying to this transaction may be crossed out.

Seller(s) Initials: _____	Buyer(s)/ Borrower(s) Initials: _____	<u>WAIVER OF INSPECTION:</u> You may refuse to accept an exception to "Rights of Parties in Possession" in the Owner Title Policy to be issued. "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the Property or a portion thereof, under a claim of right adverse to the record owner of the property. Title Company may require an inspection and may charge for reasonable and actual costs to inspect. Title Company may make additional exceptions for matters the inspection reveals. If you initial this paragraph, you waive inspection of the Property and you accept the exception in your Owner Title Policy.
-------------------------------------	--	---

Buyer(s)/ Borrower(s) Initials: _____	<u>RECEIPT OF TITLE COMMITMENT:</u> You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction and you understand that your Owner Title Policy will contain the exceptions set forth in Schedule B of the Title Commitment, and any additional exceptions to title resulting from the documents involved in this transaction.
--	--

Buyer(s) Initials: _____	<u>NOTICE:</u> You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Title Commitment. These matters will affect your title and use of your Property. Your Owner Title Policy will be a legal contract between you and the Title Company. The Title Commitment and Owner Title Policy are not abstracts of title, title reports or representations of title. The Owner Title Policy is a contract of indemnity. Title Company does not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions to title on your property.
------------------------------------	---

Seller(s) Initials: _____	Buyer(s) Initials: _____	<u>PURCHASE ONLY (PLATTED PROPERTY)-SURVEY:</u> Purchaser understands that in connection with the present transaction Sierra Title Company of Hidalgo County, Inc. has been requested to issue its Mortgagee Title Policy to the Lender, and that in said Mortgagee Title Policy certain survey coverage has been requested by the Lender for which a new survey is typically required. Purchaser also understands that Seller may provide the following affidavit to the title company together with an original or legible copy of a previous survey in lieu of a new survey being obtained.
-------------------------------------	------------------------------------	--

Purchase also understands that survey coverage may be requested and provided for in the owner title policy upon payment of the applicable premium as called for in Rate Rule R-16.

Attached hereto is a true and correct copy of a survey dated

**CLOSING AFFIDAVIT
SELLER/PURCHASER/BORROWER**

*, prepared by *, Registered Public Land Surveyor, RPLS No. *, (hereinafter the "Previous Survey").

The present transaction does not cover any other property other than the property described in the Previous Survey.

I, the seller, in this transaction, swear, on my oath, that I have actual knowledge of the physical condition of the property since *, the effective date of the Previous Survey, and that no "structural" changes have been made to the property since that date.

- "Structural" changes include but are not limited to:
- (i.) improvements to the property such as additional rooms, garages, new fence, new parking lots, new swimming pool, hot tub, and decking for swimming pool and hot tub;
 - (ii.) alterations of the boundaries or fences of the property;
 - (iii.) construction projects on immediately adjoining property(ies), which construction occurred near the boundary of the property; or
 - (iv.) conveyance or replattings or easement grants or easement dedications by the affiant;
 - (v.) any other changes to the property which would be reflected by a current accurate survey.

I the purchaser in this transaction, accept the Previous Survey and understand that no new survey has been purchased.

Seller(s) Initials:	Buyer(s) Initials:
_____	_____
_____	_____

CONTROLLED BUSINESS AGREEMENT DISCLOSURE STATEMENT

TAX SERVICE: This is to give you notice that Sierra Title Company of Hidalgo County, Inc., has a business relationship with Tax Service of Hidalgo County, Inc., and that majority stockholder in Sierra Title Company of Hidalgo County, Inc., and the majority stockholder in Tax Service of Hidalgo County, Inc., are the same individual. Because of this relationship, this referral may provide Sierra Title Company of Hidalgo County, Inc., a financial or other benefit. Set forth below is the estimated charge or range of charges for settlement services listed. You are NOT required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDES AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES. Tax Information and Tax Certificates charge or range of charges \$54.13.

Seller(s) Initials:	Buyer(s) Initials:
_____	_____
_____	_____

PROPERTY TAX PRORATIONS: Property taxes for the current year have been prorated between Buyer and Seller, who each acknowledge understanding that these prorations are based either on tax amounts for the preceding year or on estimates of the appraised value and/or estimated tax rates for the current year. Buyer and Seller each agree that, when amounts of the current year's taxes become known and payable (on or about October 1st, they will adjust any matters of re-proration and reimbursement between themselves and that Title Company shall have no further liability or obligation with respect to these prorations. However, in the event of any conflict between this paragraph and the contract between Buyer and Seller, the contract will control.

Seller(s) Initials:	Buyer(s)/ Borrower(s) Initials:
_____	_____
_____	_____

TAX RENDITION AND EXEMPTIONS: Although the Hidalgo County Appraisal District (AD) may independently determine Buyer's new ownership and billing address through deed record research, Buyer is still obligated by law to "render" the Property for taxation by notifying the AD of the change in the Property's ownership and of Buyer's proper address for tax billing. Buyer is advised that taxes may have been assessed on the basis of various exemptions obtained by Seller:

- 1) Homestead _____
- 2) Over-65 _____
- 3) Disabled Veteran _____
- 4) Agricultural _____

To the extent that Buyer may qualify to continue these exceptions, it is the

**CLOSING AFFIDAVIT
SELLER/PURCHASER/BORROWER**

responsibility of Buyer to satisfy requirements of the AD within the period of time allowed. Buyer acknowledges understanding of these obligations and the fact that Title Company assumes no responsibility for further accuracy of AD records concerning ownership, tax-billing address or status of exemptions.

**Hidalgo County Appraisal District
4405 S. Professional Drive (on Trenton Rd between 281 &
Sugar Rd.)
Edinburg, Texas 78540-0208 (956) 381-8466**

Seller(s) Initials: _____
Buyer(s) Initials: _____

SPLIT OUT- TAXES Seller and Buyer agree and understand that taxes need to be "split out" at the Appraisal District. By our initialing this section, we agree to hold the Title Company harmless from any claim that may arise due to any further adjustments of the prorations after closing.

Seller(s) Initials: _____
Buyer(s)/ Borrower(s) Initials: _____

PRIOR YEAR TAXES PAID: Seller certifies all taxes for prior years have been paid in full. The undersigned Seller further agrees to reimburse Title Company for any and all unpaid taxes, penalties, interest and attorney fees due to taxes being due and/or unpaid as determined by the AD and/or taxing authorities.

Seller(s) Initials: _____
Buyer(s) Initials: _____

Seller further agrees that any default in prior payment of property taxes, either current or delinquent, will on demand, be promptly reimbursed by Seller to Title Company.

Seller(s) Initials: _____
Buyer(s) Initials: _____

COMMON KEY NOTICE: Buyer acknowledges that the Property being purchased has been and presently is accessible by means of a common or master key used by the Seller for this and other properties. Buyer is advised to have all locks on the Property immediately re-keyed, which will be at Buyer's expense. Buyer hereby releases Seller and Title Company from liability for any loss, damage, or injury that may result from future unauthorized entry by means of the common or master key.

Seller(s) Initials: _____
Buyer(s) Initials: _____

CLOSING DISCLAIMER: Seller and Buyer each acknowledge understanding that the above referenced transaction has not yet "closed". At this time, any change in possession of the property takes place **AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION HAS NOT "CLOSED" UNTIL:**

- A. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
- B. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION, INCLUDING THE LENDER IF ANY, AND BY TITLE COMPANY;
- C. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE; AND ALL NECESSARY DOCUMENTS ARE FILED OF RECORD IN THE APPROPRIATE PUBLIC RECORDS.

Buyer and Seller also recognize that neither **Sierra Title Company of Hidalgo County, Inc.** nor its underwriter are under any obligation to defend possession of the Property or to insure title of the Property, until such time as the above stated requirements have been fulfilled.

Seller(s) Initials: _____
Buyer(s)/ Borrower(s) Initials: _____

NON-RESIDENT ALIEN: Seller is not a non-resident alien for purposes of United States Income Taxation.

Buyer(s)/ Borrower(s) Initials: _____

DISCLOSURE TO PURCHASER: Undersigned Buyer/Borrower ("undersigned") acknowledges that **Sierra Title Company of Hidalgo County, Inc.**, has NOT performed a search of the real property records with reference to possible federal or state tax liens, abstract of judgments, or other involuntary liens which may have been filed against the Undersigned. Undersigned understands that such involuntary liens may need to be released prior to the resale or mortgaging of this property. The owner policy of title insurance does not protect the insured against involuntary liens filed against said insured.

**CLOSING AFFIDAVIT
SELLER/PURCHASER/BORROWER**

Seller(s)
Initials:

Buyer(s)/
Borrower(s)
Initials:

AFFIDAVIT AS TO DEBTS & LIENS:

A.) I am over the age of 18 years.

Seller(s)
Initials:

Buyer(s)
Borrower(s)
Initials:

B.) My marital status has has not been changed (CHECK THE APPROPRIATE RESPONSE) since the date that I acquired the above described property.

Seller(s)
Initials:

Buyer(s)/
Borrower(s)
Initials:

C.) I have also been known by the following names in addition to the name listed above:

Seller(s)
Initials:

Buyer(s)/
Borrower(s)
Initials:

D.) I state under oath that all bills for labor performed and materials furnished for improvements (if any) made by, or for me have been paid, and that at present I do not owe any person or firm for such improvements; and there are no liens including federal or state tax liens or judgments liens of any kind; and no proceedings have been commenced in any federal court or state court to which I am a party, except:

\$ _____ to _____
\$ _____ to _____
\$ _____ to _____

Seller(s)
Initials:

Buyer(s)/
Borrower(s)
Initials:

E.) To my knowledge there are no loans or unpaid debts for any personal property fixtures which are located on the subject property and that no such items have been purchased on time-payment contact; and that there are no security interests on such property secured by financing statements, security agreements or otherwise, except:

\$ _____ to _____
\$ _____ to _____
\$ _____ to _____

Seller(s)
Initials:

Buyer(s)/
Borrower(s)
Initials:

F.) The amount due any lienholder was furnished by the lienholder and is good only through an anticipated disbursement date. Should there be any discrepancies **Sierra Title Company of Hidalgo County, Inc.** is hereby authorized to disburse any additional funds required by lienholder and adjust the net amount due the Seller by a like amount. Seller is aware that the lienholder has furnished a statement showing amounts due to payoff existing lien(s). In the event lienholder makes a demand for a greater amount than shown on payoff statement and closing statement, I agree to reimburse **Sierra Title Company of Hidalgo County, Inc.** for any funds advanced in order to cure any discrepancies or demand.

Seller(s)
Initials:

Buyer(s)/
Borrower(s)
Initials:

G.) To my knowledge, Owner's possession of the property has been peaceable and undisturbed and title to said property has never been disputed or questioned, nor do I have any knowledge of adverse claims against any portion of the property.

Seller(s)
Initials:

Buyer(s)/
Borrower(s)
Initials:

H.) I have not signed any contracts of sale, deeds, deeds of trust, mortgages or quitclaims affecting the property, except documents pertaining to the guaranty file listed above.

Seller(s) Buyer(s)/

**CLOSING AFFIDAVIT
SELLER/PURCHASER/BORROWER**

Initials: Borrower(s) I.) I have no knowledge of any paving or mowing liens outstanding against
 Initials: the property.

Seller(s) Buyer(s)/
 Initials: Borrower(s)
 Initials: I understand that the Purchaser and/or Lender and Title Company in this
 transaction are relying upon the representations contained herein in
 purchasing the subject property, lending money thereon, and/or issuing title
 insurance policies thereon, and would not do any of the above unless said
 representations were made.

Seller(s):

Purchaser(s)/Borrower(s):

HIDALGO COUNTY DRAINAGE DISTRICT NO.,1, a political subdivision of the State of Texas By Ramon Garcia, Chairman of the Board	Date	Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist	Date
--	------	--	------

Sworn to and subscribed before me this 29th day of April, 2016, by
 HIDALGO COUNTY DRAINAGE DISTRICT NO.,1, a political subdivision of the
 State of Texas By: Ramon Garcia, Chairman of the Board.

 Notary Public, State of Texas
 Printed Name: _____
 My Commission Expires: _____

STATE OF TEXAS
 COUNTY OF HIDALGO

This instrument was acknowledged before me this 29th day of April,
 2016, by HIDALGO COUNTY DRAINAGE DISTRICT NO.,1, a political
 subdivision of the State of Texas by Ramon Garcia, Chairman of the
 Board.

 Notary Public, State of Texas
 Printed Name: _____
 My Commission Expires: _____

Sworn to and subscribed before me this 29th day of April, 2016, by
 Hidalgo County Regional Mobility Authority, By: Halff Associates,
 Inc., By: John Howell, Right of Way Specialist.

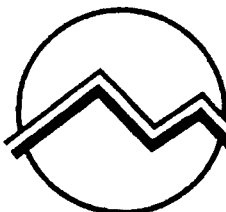
 Notary Public, State of Texas
 Printed Name: _____
 My Commission Expires: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me this 29th day of April,
 2016, by Hidalgo County Regional Mobility Authority, By: Halff
 Associates, Inc., By: John Howell, Right of Way Specialist.

 Notary Public, State of Texas
 Printed Name: _____
 My Commission Expires: _____



SIERRA TITLE COMPANY

3401 North 10th Street • McAllen, Texas 78501 • TEL.: (956) 682-8321

**EXECUTED LETTER PERTAINING TO:
COMMISSIONERS' COURT SUBDIVISION REGULATIONS AND CITY'S ZONING
ORDINANCES & SUBDIVISION REGULATIONS**

DATE: _____, 2016

BUYER(S)/BORROWER(S): Hidalgo County Regional Mobility Authority

GF NUMBER: 3154109

PROPERTY:

Parcel 40 P-1:

A 18,615 square feet of land, more or less, being out of Lot 4, Block 10, A.J. McCOLL SUBDIVISION, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 21, Page 597-598, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1330, Page 501, H.C.D.R., by Hidalgo County, on August 3, 1972. Said 18,615 square feet being more particularly describe as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the ____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist.

Notary Public, State of
Notary's name (printed):

TAX PRORATION AGREEMENT

GF No. 3154109

Date: _____, 2016

SELLER: HIDALGO COUNTY DRAINAGE DISTRICT NO.1, a political subdivision of the State of Texas

BUYER: Hidalgo County Regional Mobility Authority

Parcel 40 P-1:

A 18,615 square feet of land, more or less, being out of Lot 4, Block 10, A.J. McCOLL SUBDIVISION, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 21, Page 597-598, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1330, Page 501, H.C.D.R., by Hidalgo County, on August 3, 1972. Said 18,615 square feet being more particularly describe as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

Execution of this agreement indicates our understanding of the handling of the property taxes by the Title Company in the above referenced transaction. Since the amount of property taxes due for the current year cannot be determined at this time, the purchasers will be given credit for their share of the current year's taxes, in consideration of which purchaser will accept liability for and pay the total tax for the year when taxes are due. This closing procedure is known as a proration. The amount upon which the proration is figured is only an estimate based upon (i) tax figures for the previous year, or, (ii) computation of tax liability for the property for the current year from current tax rates provided by the various taxing authorities.

*****NO TAX PRORATIONS*****

If the actual tax assessment exceeds the estimated amount prorated at closing, seller agrees to immediately reimburse the purchaser the additional sum owed for the period from January 1 up to the closing date. Should the actual tax assessments be less than the estimated amount prorated at closing, purchaser agrees to immediately reimburse the seller the excess amount prorated/credited at closing. **All parties understand that the Title Company will not be responsible for, nor will they be involved in any dispute concerning this tax proration settlement.** It is agreed that Seller and Purchaser will contact each other directly, and the refund will be paid immediately upon written notification (with supporting documentation) from the other party that same is due. It is agreed, as evidenced by this document, that SELLER shall be totally liable for the payment of any and all "rollback taxes" in the event said taxes are assessed at the time of any change in land usage

Purchaser specifically understands that, if the tax prorations for the current year are based upon a tax computation for the property as unimproved land and significant improvements have been added since the last tax assessment by the taxing authorities, the tax liability for the current year may be significantly higher than the tax computation figures upon which the tax proration is based. Purchaser further understands that the lender(s) in this transaction, if any, may choose to base payment into escrow reserves upon unimproved tax figures which could result in a significant escrow shortage on the loan when taxes are paid by the lender for the current year. Any demand by the lender(s) for reimbursement of the escrow shortage and/or readjustment of payments required into the escrow reserve could result in a significant increase of monthly payments due on the loan.

The purchasers have also been made aware that they must take a copy of their recorded deed when received to the Central Appraisal District in order to have the taxes changed into their names and file for any exemptions, which apply.

The undersigned further agree to indemnify and hold harmless Sierra Title Company and (name of underwriter) from any and all future loss, claims, or further cause of action, that may arise due to inadequacy, incompleteness, or inaccuracy of the tax computations for the tax figures used in the proration of taxes, or for action taken by **Sierra Title Company** and **SIERRA TITLE INSURANCE GUARANTY COMPANY**, based upon reliance on such inadequate, incomplete or inaccurate tax figures so used in the proration.

SELLER(S):

Hidalgo County Drainage District No. 1, a
political subdivision of the State of Texas
By: RAMON GARCIA, CHAIRMAN OF THE
BOARD

PURCHASER(S):

Hidalgo County Regional
Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way
Specialist

Witness my hand this the _____ day of _____, 2016.

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, by _____ to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name
My Commission Expires: _____

Witness my hand this the _____ day of _____, 2016

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist, to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name
My Commission Expires: _____

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

SPECIAL WARRANTY DEED

HCRMA ROW CSJ: 3627-01-001

HCRMA TRACT: 40-P2

Grantor(s), whether one or more:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas

Grantor's Mailing Address (including county):

902 N. Doolittle Road
Edinburg, TX 78542
(Hidalgo County)

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The HCRMA is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The HCRMA is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, TX 78577
(Hidalgo County)

Consideration:

The sum of Thirty-Nine Thousand Five Hundred and Twenty and No/100 Dollars (\$39,520.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.



Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached **Exhibit "A"** (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTORS:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas:

By: _____
Ramon Garcia, Chairman of the Board

Acknowledgment

State of Texas,
County of Hidalgo:

This instrument was acknowledged before me on _____, 2016, by Ramon Garcia, as Chairman of the Board of Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

EXHIBIT "A"

Page 1 of 6
Survey Date: August 15, 2014
Revised Date: January 9, 2015
Parcel 40 P2

County: Hidalgo
Highway: HCRMA SH 365 – Seg. 1
Limits: From 987+00.00 to 1295+85.69
R.O.W. CSJ: 3627-01-001

Field Notes for Parcel 40 P2

A 430,412 square feet of land, more or less, being out of **LOT 5, BLOCK 10, A. J. McCOLL SUBDIVISION**, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 21, Page 597-598, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1330, Page 501 H.C.D.R., by Hidalgo County, on August 3, 1972. Said 430,412 square feet being more particularly describe as follows:

COMMENCING on the northeast corner of said Lot 5, **THENCE** as follows:

S 08° 30' 54" W, along the East line of Lot 5, a distance of 422.60 feet to a Set No. 5 rebar w/ Aluminum Disk, for the northeast corner of this tract and the **POINT OF BEGINNING**;

(1) Thence, S 08°30'54" W, continuing along the East line of said Lot 5, a distance of 346.29 feet to a Set No. 5 rebar w/Aluminum Cap, for the southeast corner of this tract;

(2) Thence S 68°32'59" W, a distance of 279.15 feet to a Set No. 5 rebar w/ Aluminum Disk, for an angle corner of this tract;

(3) Thence, S 59°34'51"W, a distance of 621.24 feet to a Set No. 5 rebar w/ Aluminum Disk, on the North right of way line of a County Road, for the southern most southeast corner of this tract;

(4) Thence, N 81°29'06" W, along the North right of way of said County Road, a distance of 648.24 feet to a Set No. 5 rebar w/ Aluminum Disk on the East right of way line of Jackson Road, for the southwest corner of this tract;

(5) Thence, N 08°30'55" E, along the East right of way of said Jackson Road, a distance of 133.74 feet to a Set No. 4 rebar, for angle corner of this tract;

(6) Thence, N 11°22'39" E, along the East right of way of said Jackson Road, a distance of 29.87 feet to a Set No. 5 w/Aluminum Cap on a curve, for the northwest corner of this tract;

(7) Thence, along said curve to the left with an interior angle of $04^{\circ}57'00''$, a radius of 5850.00 feet, an arc length of 505.40 feet, a tangent of 252.86 feet and a chord that bears $N 74^{\circ}48'42'' E$ a distance of 505.25 feet to Set No. 5 rebar w/ Aluminum Disk, for an outside corner of this tract;;

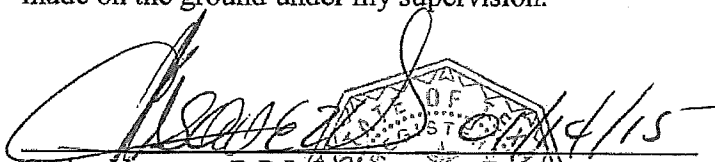
(8) Thence, $S 74^{\circ}17'09'' E$, a distance of 249.59 feet to a Set No. 4 rebar, for an inside corner of this tract;

(9) Thence, $N 51^{\circ}24'51'' E$, a distance of 468.39 feet to a Set No. 5 rebar w/Aluminum Cap, for an outside corner of this tract;

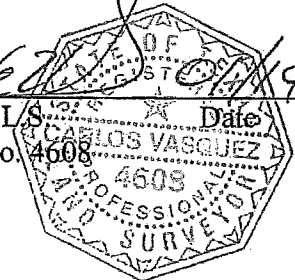
(10) Thence, $N 68^{\circ}32'59'' E$, a distance of 395.60 feet to the POINT OF BEGINNING, containing 430,412 square feet of land, more or less.

Note: The Point of Beginning of this description has Surface coordinates of X= 1,079,723.36 and Y= 16,577,809.33; All bearings are based on the Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone. All coordinates shown are surface and maybe converted to grid by multiplying by TXDOT conversion factor of 0.99996;

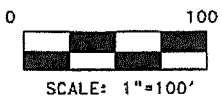
I, Carlos Vasquez, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.



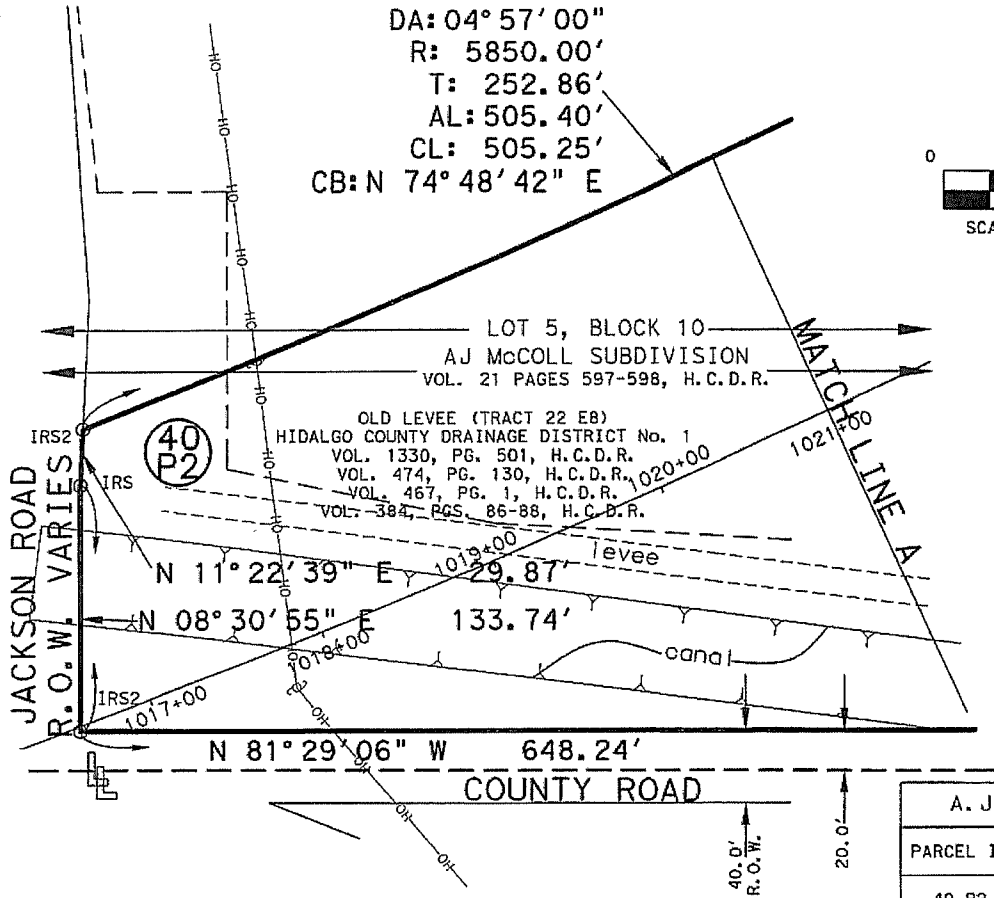
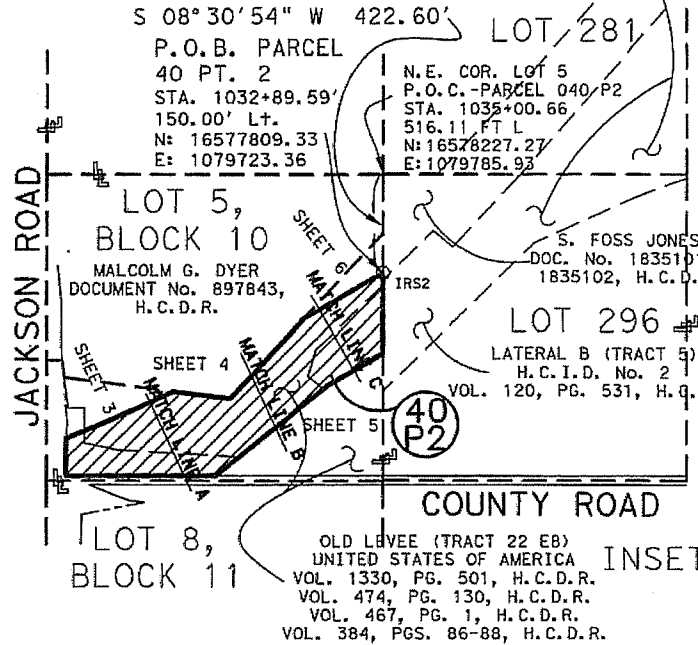
Carlos Vasquez, R.P.L.S. Date: 01/09/15
Texas Registration No. 4608



DA: 04° 57' 00"
 R: 5850.00'
 T: 252.86'
 AL: 505.40'
 CL: 505.25'
 CB: N 74° 48' 42" E



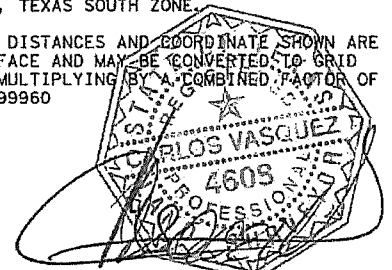
UNITED STATES OF AMERICA
 VOL. 1369, PG. 660, H.C.D.R.
 VOL. 1330, PG. 486, H.C.D.R.
 VOL. 474, PG. 130, H.C.D.R.
 VOL. 463, PG. 577, H.C.D.R.
 VOL. 462, PG. 248, H.C.D.R.
 VOL. 369, PGS. 602-604, H.C.D.R.



A. J. McCOLL SUBDIVISION (VOL. 21, PGS. 597-598, H.C.D.R.)					
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. No. -VOL & PG.	TO BE ACQUIRED (SQ. FT.)	REMAINDER (SQ. FT.) LEFT - RIGHT	
40 P2	-	VOL. 1330, PG. 501 H.C.D.R.	430,412	-	-

NOTES:

- ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
- ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960



Carlos Vasquez - RPLS No. 4608
 Date: August 15, 2014
 Revised Date: January 9, 2015

LEGEND			
	LOT AND PROPERTY LINES		WATER VALVES AND METERS
	EXIST. ROW LINES		SIGNS AND STOP SIGNS
	PARCEL BOUNDARY LINES		IRRIGATION STAND PIPE
	EXIST. EASEMENTS INSIDE PARCEL		IRRIGATION VALVE
	EXIST. EASEMENT OUTSIDE PARCEL		SANITARY SEWER MANHOLE
	COMMON OWNERSHIP LINES		CONC. STRUCTURES
	FENCE LINES		MONUMENTS
	EXIST. SWALE LINES		IRON PIPE FOUND
	EDGE OF PAVEMENT LINES		IRON ROD FOUND
	EDGE OF CALICHE ROAD		SET No. 4 REBAR
	EDGE OF DIRT ROAD		SET No. 5 REBAR W/ ALUM DISK
	SANITARY SEWER LINES		SET COTTON PICKER SPINDLE
	FIBER OPTIC LINES		POINT OF BEGINNING
	OVER HEAD POWER LINES		POINT OF COMMENCEMENT
	CULVERTS & DRAINAGE LINES		POWER POLES & GUY WIRE
	WATER LINES		PARCEL NUMBER
	ACCESS CONTROL LINE		

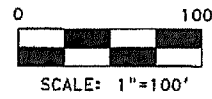
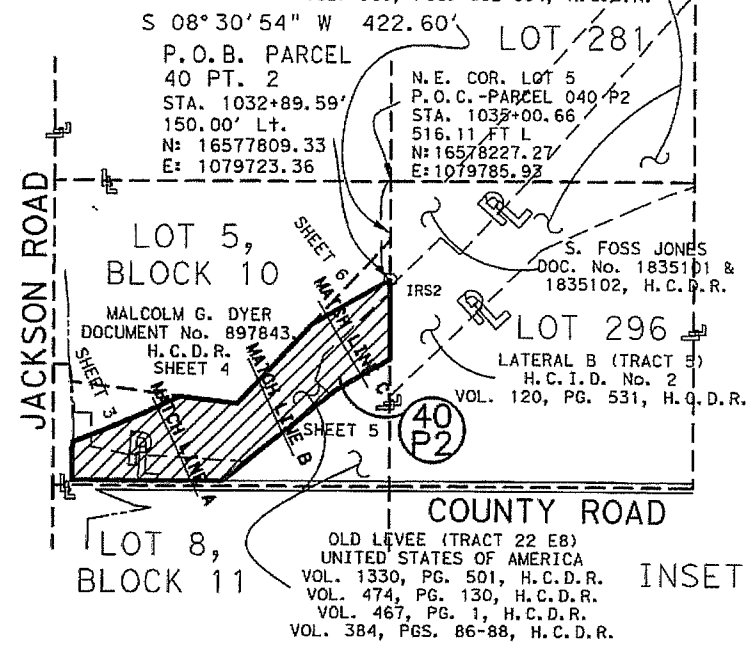
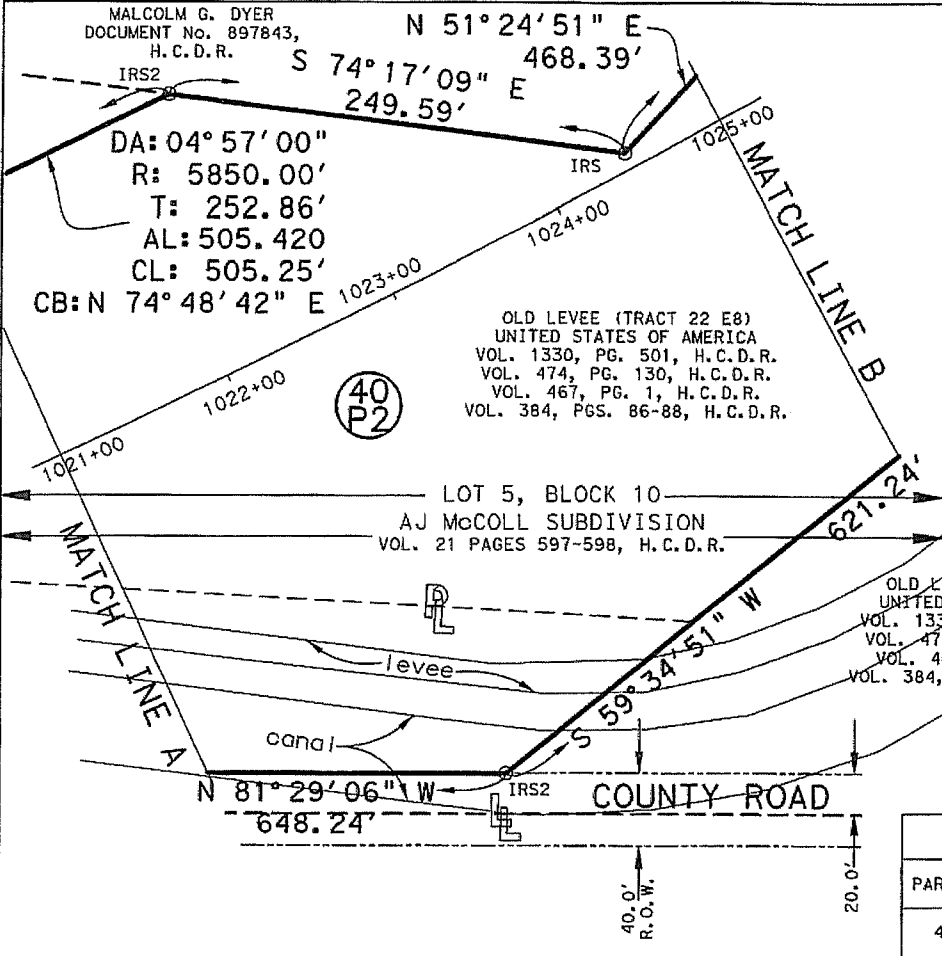


HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLAT OF SURVEY: 040 P2	
Dist. Name: PHARR	County: HIDALGO
RCSJ No: 3627-01-001	DATE: 8-15-14
Project: SH365-SEG. 1	Sht. No: 3 of 6
Name: U. S. 281	

MALCOLM G. DYER
DOCUMENT No. 897843,
H.C.D.R.

UNITED STATES OF AMERICA
VOL. 1369, PG. 660, H.C.D.R.
VOL. 1330, PG. 486, H.C.D.R.
VOL. 474, PG. 130, H.C.D.R.
VOL. 463, PG. 577, H.C.D.R.
VOL. 462, PG. 246, H.C.D.R.
VOL. 369, PGS. 602-604, H.C.D.R.



A. J. McCOLL SUBDIVISION (VOL. 21, PGS. 597-598, H.C.D.R.)

PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. No. -VOL & PG.	TO BE ACQUIRED (SQ. FT.)	REMAINDER (SQ. FT.) LEFT - RIGHT	
40 P2	-	VOL. 1330, PG. 501 H.C.D.R.	430,412	-	-

- LEGEND**
- LOT AND PROPERTY LINES
 - EXIST. ROW LINES
 - PARCEL BOUNDARY LINES
 - EXIST. EASEMENTS INSIDE PARCEL
 - EXIST. EASEMENT OUTSIDE PARCEL
 - COMMON OWNERSHIP LINES
 - FENCE LINES
 - EXIST. SWALE LINES
 - EDGE OF PAVEMENT LINES
 - EDGE OF CALICHE ROAD
 - EDGE OF DIRT ROAD
 - SANITARY SEWER LINES
 - FIBER OPTIC LINES
 - OVER HEAD POWER LINES
 - CULVERTS & DRAINAGE LINES
 - WATER LINES
 - ACCESS CONTROL LINE

- ⊕ WATER VALVES AND METERS
- ⊙ SIGNS AND STOP SIGNS
- ⊙ IRRIGATION STAND PIPE
- ⊙ IRRIGATION VALVE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ CONC. STRUCTURES
- ⊙ MONUMENTS
- IPF IRON PIPE FOUND
- IRF IRON ROD FOUND
- IRS SET No. 4 REBAR
- IRS2 SET No. 5 REBAR W/ ALUM DISK
- CPS SET COTTON PICKER SPINDLE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ⊙ POWER POLES & GUY WIRE
- ⊙ PARCEL NUMBER

NOTES:

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Carlos Vasquez
APPLS No. 4608

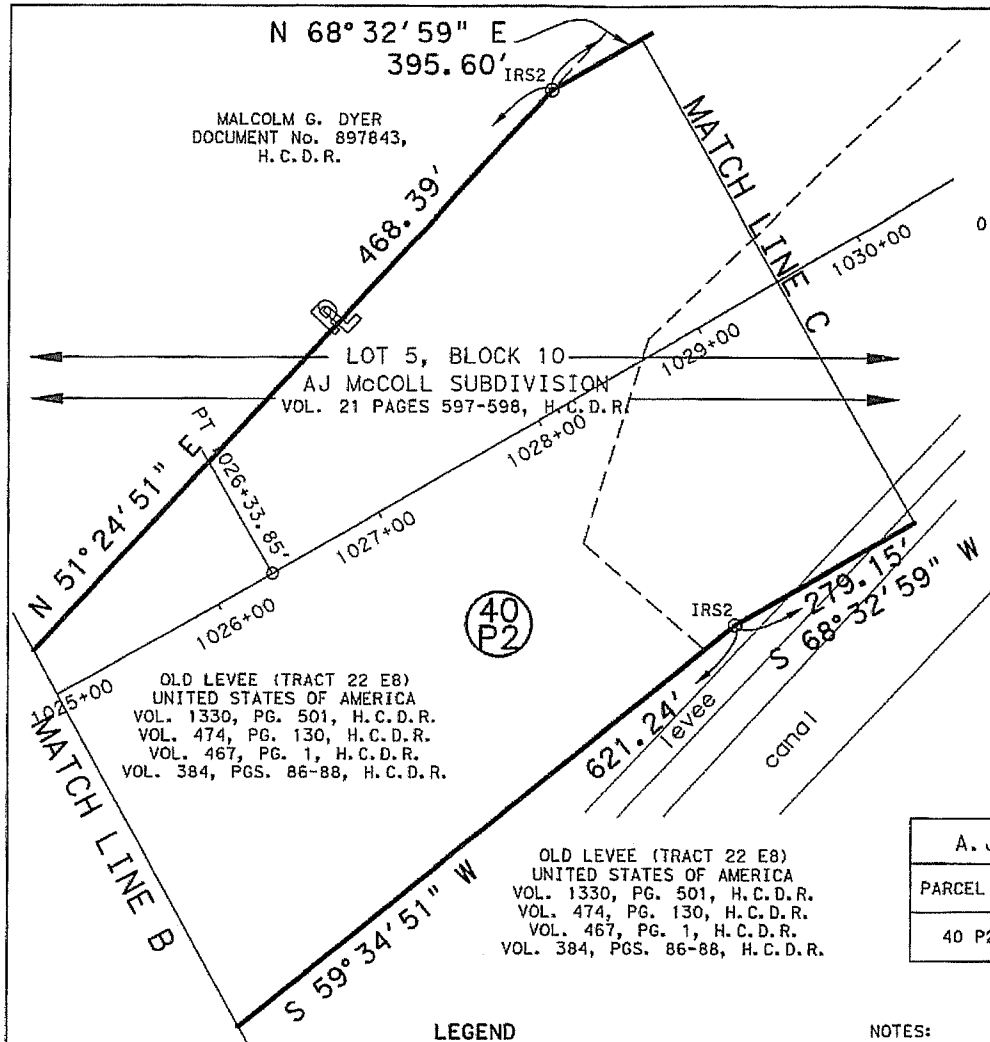
Date: August 15, 2014
Revised Date: January 9, 2015



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLAT OF SURVEY: 040 P2

Dist. Name: PHARR	County: HIDALGO
RCSJ No: 3627-01-001	DATE: 8-15-14
Project Name: SH365-SEG. 1 U.S. 281	Sht. No: 4 of 6

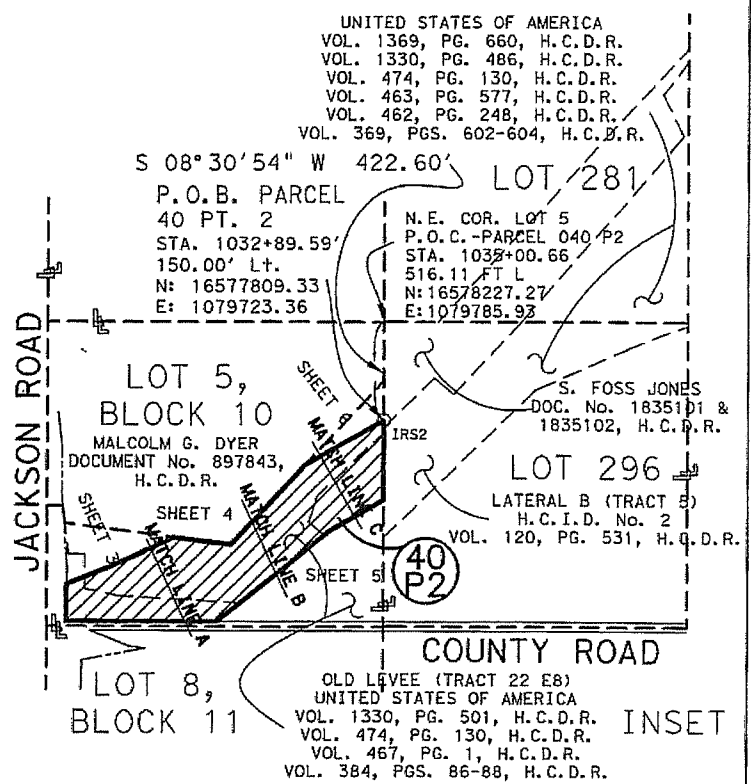
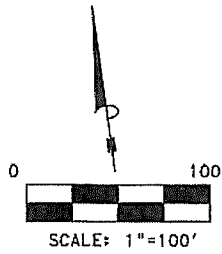


MALCOLM G. DYER
DOCUMENT No. 897843,
H. C. D. R.

LOT 5, BLOCK 10
AJ McCOLL SUBDIVISION
VOL. 21 PAGES 597-598, H. C. D. R.

OLD VELEE (TRACT 22 E8)
UNITED STATES OF AMERICA
VOL. 1330, PG. 501, H. C. D. R.
VOL. 474, PG. 130, H. C. D. R.
VOL. 467, PG. 1, H. C. D. R.
VOL. 384, PGS. 86-88, H. C. D. R.

OLD VELEE (TRACT 22 E8)
UNITED STATES OF AMERICA
VOL. 1330, PG. 501, H. C. D. R.
VOL. 474, PG. 130, H. C. D. R.
VOL. 467, PG. 1, H. C. D. R.
VOL. 384, PGS. 86-88, H. C. D. R.



UNITED STATES OF AMERICA
VOL. 1369, PG. 660, H. C. D. R.
VOL. 1330, PG. 486, H. C. D. R.
VOL. 474, PG. 130, H. C. D. R.
VOL. 463, PG. 577, H. C. D. R.
VOL. 462, PG. 248, H. C. D. R.
VOL. 369, PGS. 602-604, H. C. D. R.

S 08° 30' 54" W 422.60'
P.O.B. PARCEL
40 PT. 2
STA. 1032+89.59'
150.00' Lt.
N: 16577809.33
E: 1079723.36

LOT 281
N.E. COR. LOT 5
P.O.C. - PARCEL 040 P2
STA. 1032+00.66
516.11 FT L
N: 16578227.27
E: 1079785.93

S. FOSS JONES
DOC. No. 1835101 &
1835102, H. C. D. R.

LOT 296
LATERAL B (TRACT 5)
H.C.I.D. No. 2
VOL. 120, PG. 531, H. C. D. R.

LOT 8, BLOCK 11
OLD VELEE (TRACT 22 E8)
UNITED STATES OF AMERICA
VOL. 1330, PG. 501, H. C. D. R.
VOL. 474, PG. 130, H. C. D. R.
VOL. 467, PG. 1, H. C. D. R.
VOL. 384, PGS. 86-88, H. C. D. R.

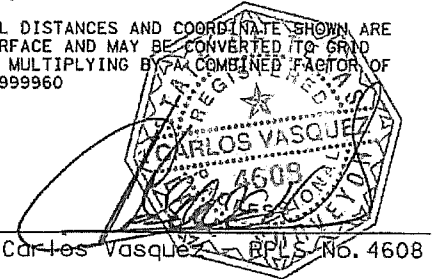
A. J. McCOLL SUBDIVISION (VOL. 21, PGS. 597-598, H. C. D. R.)					
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. No. -VOL & PG.	TO BE ACQUIRED (SQ. FT.)	REMAINDER (SQ. FT.)	
				LEFT	RIGHT
40 P2	-	VOL. 1330, PG. 501 H. C. D. R.	430,412	-	-

LEGEND

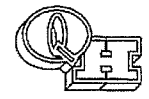
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|-----|--------------------------------|---|------------------------------|
| --- | LOT AND PROPERTY LINES | ⊙ | WATER VALVES AND METERS |
| --- | EXIST. ROW LINES | ⊙ | SIGNS AND STOP SIGNS |
| --- | PARCEL BOUNDARY LINES | ⊙ | IRRIGATION STAND PIPE |
| --- | EXIST. EASEMENTS INSIDE PARCEL | ⊙ | IRRIGATION VALVE |
| --- | EXIST. EASEMENT OUTSIDE PARCEL | ⊙ | SANITARY SEWER MANHOLE |
| --- | COMMON OWNERSHIP LINES | ⊙ | CONC. STRUCTURES |
| --- | FENCE LINES | ⊙ | MONUMENTS |
| --- | EXIST. SWALE LINES | ⊙ | IRON PIPE FOUND |
| --- | EDGE OF PAVEMENT LINES | ⊙ | IRON ROD FOUND |
| --- | EDGE OF CALICHE ROAD | ⊙ | IRS |
| --- | EDGE OF DIRT ROAD | ⊙ | SET No. 4 REBAR |
| --- | SANITARY SEWER LINES | ⊙ | IRS2 |
| --- | FIBER OPTIC LINES | ⊙ | SET No. 5 REBAR W/ ALUM DISK |
| --- | OVER HEAD POWER LINES | ⊙ | SET COTTON PICKER SPINDLE |
| --- | CULVERTS & DRAINAGE LINES | ⊙ | P.O.B. |
| --- | WATER LINES | ⊙ | POINT OF COMMENCEMENT |
| --- | ACCESS CONTROL LINE | ⊙ | POWER POLES & GUY WIRE |
| | | ⊙ | PARCEL NUMBER |

NOTES:


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Date: August 15, 2014
Revised Date: January 9, 2015

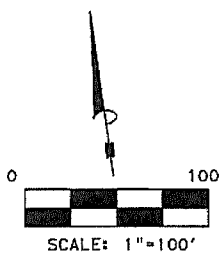
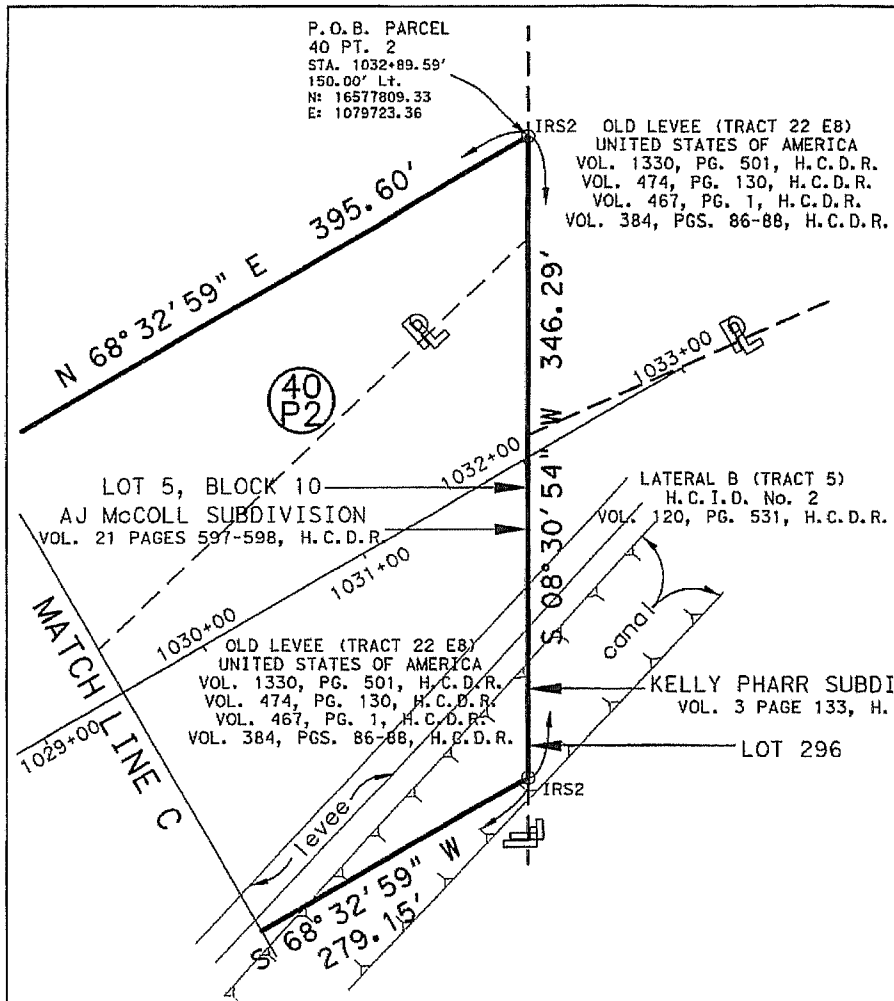


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

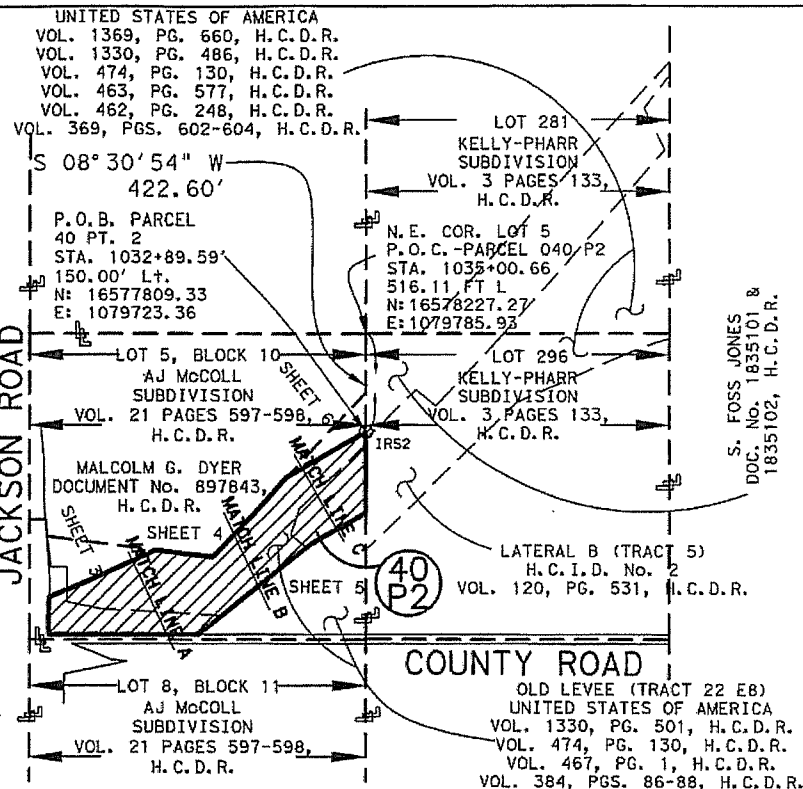


HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLAT OF SURVEY: 040 P2	
Dist. Name: PHARR	County: HIDALGO
RCSJ No: 3627-01-001	DATE: 8-15-14
Project Name: SH365-SEG. 1 U.S. 281	Sht. No: 5 of 6



LOT 5,
BLOCK 10



A. J. McCOLL SUBDIVISION (VOL. 21, PGS. 597-598, H.C.D.R.)

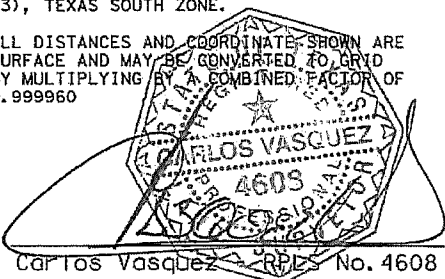
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. No.-VOL & PG.	TO BE ACQUIRED (SQ. FT.)	REMAINDER (SQ. FT.)	
				LEFT	RIGHT
40 P2	-	VOL. 1330, PG. 501 H.C.D.R.	430,412	-	-

LEGEND

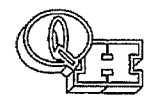
- | | | | |
|-----|--------------------------------|--------|------------------------------|
| --- | LOT AND PROPERTY LINES | ⊕ | WATER VALVES AND METERS |
| --- | EXIST. ROW LINES | ⊕ | SIGNS AND STOP SIGNS |
| --- | PARCEL BOUNDARY LINES | ⊕ | IRRIGATION STAND PIPE |
| --- | EXIST. EASEMENTS INSIDE PARCEL | ⊕ | IRRIGATION VALVE |
| --- | EXIST. EASEMENT OUTSIDE PARCEL | ⊕ | SANITARY SEWER MANHOLE |
| --- | COMMON OWNERSHIP LINES | ⊕ | CONC. STRUCTURES |
| --- | FENCE LINES | ⊕ | MONUMENTS |
| --- | EXIST. SWALE LINES | IPF | IRON PIPE FOUND |
| --- | EDGE OF PAVEMENT LINES | IRF | IRON ROD FOUND |
| --- | EDGE OF CALICHE ROAD | IRS | SET No. 4 REBAR |
| --- | EDGE OF DIRT ROAD | IRS2 | SET No. 5 REBAR W/ ALUM DISK |
| --- | SANITARY SEWER LINES | CPS | SET COTTON PICKER SPINDLE |
| --- | FIBER OPTIC LINES | P.O.B. | POINT OF BEGINNING |
| --- | OVER HEAD POWER LINES | P.O.C. | POINT OF COMMENCEMENT |
| --- | CULVERTS & DRAINAGE LINES | ⊕ | POWER POLES & GUY WIRE |
| --- | WATER LINES | ⊕ | PARCEL NUMBER |
| --- | ACCESS CONTROL LINE | ⊕ | |

NOTES:

- ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
- ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960



Date: August 15, 2014
Date Revised: January 9, 2015



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.



PLAT OF SURVEY: 040 P2	
Dist. Name: PHARR	County: HIDALGO
RCSJ No: 3627-01-001	DATE: 8-15-14
Project Name: SH365-SEG. 1 U.S. 281	Sht. No: 6 of 6

A. U.S. Department of Housing and Urban Development

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input type="checkbox"/> Conv. Unins.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	
6. File Number 3154118		7. Loan Number
8. Mortgage Ins. Case No.		

Settlement Statement

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 ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. Name of Borrower: HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, PO BOX 1766, PHARR, TX 78577

E. Name of Seller: HIDALGO COUNTY DRAINAGE DISTRICT NO., a political subdivision of the State of Texas, 902 N. Doolittle Road, Edinburg, TX 78542

F. Name of Lender:

G. Property Location: Lot 5, Block 10, A. J. MCCOLL SUBDIVISION

H. Settlement Agent: Sierra Title of Hidalgo County, Inc.(956) 682-8321
Place of Settlement: 3401 N. 10TH Street, McAllen, TX 78501

I. Settlement Date: 4/29/2016 **Proration Date:** 4/29/2016

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	39,520.00	401. Contract sales price	39,520.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,028.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. School Taxes		409. School Taxes	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	40,548.50	420. Gross amount due to seller:	39,520.00
200. Amounts paid by or in behalf of the borrower:		500. Reduction in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213. School Taxes		513. School Taxes	
214.		514.	
215.		515.	
216. *NO TAX PRORATIONS*		516. **NO TAX PRORATIONS**	
217. * NO ACCOUNT ESTABLISHED GOVERNMENT PROPERTY**		517. **NO ACCOUNT ESTABLISHED GOVERNMENT PROPERTY**	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	0.00	520. Total reduction in amount due seller:	0.00
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	40,548.50	601. Gross amount due to seller (line 420)	39,520.00
302. Less amount paid by/for borrower (line 220)	0.00	602. Less total reduction in amount due seller(line 520)	0.00
303. CASH (X)FROM ()TO BORROWER	40,548.50	603. CASH ()FROM (X)TO SELLER	39,520.00

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, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) 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 INSTRUCTION - If this real estate was your principle 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).

You are required by law to provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number.

If you do not provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

HIDALGO COUNTY DRAINAGE DISTRICT NO., a political subdivision of the State of Texas

L. Settlement Charges		4/29/16 11:35 AM	File Number: 3154118	
700.	Total sales/broker commission			
	Division of commission (line 700) as follows:		Paid From	Paid From
701.	\$		Borrower's	Seller's
702.	\$		Funds at	Funds at
703.	Commission paid at settlement		Settlement	Settlement
704.				
800.	Items payable in connection with loan			
801.	Loan origination fee			
802.	Loan discount			
803.	Appraisal fee			
804.	Credit report			
805.	Lender's inspection fee			
806.	Mortgage insurance application fee			
807.	Assumption fee			
808.				
809.				
810.				
811.				
812.				
813.				
814.	Yield Spread Premium			
900.	Items required by lender to be paid in advance			
901.	Interest from			
902.	Mortgage insurance premium for			
903.	Hazard insurance premium for			
904.				
905.				
1000.	Reserves deposited with lender			
1001.	Hazard insurance			
1002.	Mortgage insurance			
1003.	City property taxes			
1004.	County property taxes			
1005.	Annual assessments (maint.)			
1006.	School taxes			
1007.				
1008.				
1009.	Aggregate Adjustment			
1100.	Title charges			
1101.	Settlement or closing fee to Sierra Title of Hidalgo County, Inc.		500.00	
1102.	Abstract or title search			
1103.	Title examination			
1104.	Title insurance binder			
1105.	Document preparation			
1106.	Notary fees			
1107.	Attorney's fees to			
	<i>includes above items no.:</i>			
1108.	Title insurance to Sierra Title of Hidalgo County, Inc.		450.00	
	<i>includes above items no.:</i>			
1109.	Lender's coverage			
1110.	Owner's coverage \$39,520.00 \$450.00			
1111.	State of Texas Policy Guaranty Fee			
1112.	Escrow fee			
1113.	Document review fee to LAW OFFICE OF JOHN KING			
1114.				
1200.	Government recording and transfer charges			
1201.	Recording fees: Deed \$72.00		72.00	
1202.	City/county tax/stamps:			
1203.	State tax/stamps:			
1204.	E-FILING FEE to Sierra Title of Hidalgo County, Inc.		3.50	
1205.	Tax Service Fee			
1206.	Guaranty fee to Guaranty fee		3.00	
1300.	Additional settlement charges			
1301.	Survey			
1302.	Pest inspection			
1303.				
1304.				
1305.	HOA Association			
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)		1,028.50	0.00

CERTIFICATION: 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 copy of HUD-1 Settlement Statement.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HIDALGO COUNTY DRAINAGE DISTRICT NO., a political subdivi

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Sierra Title of Hidalgo County, Inc.

Date

SELLER'S AND/OR PURCHASER'S STATEMENT Seller's and Purchaser's signature hereon acknowledges his/their approval of tax proration and signifies their understanding that proration were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.
Purchasers/Borrowers Sellers

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HIDALGO COUNTY DRAINAGE DISTRICT NO., a political subdivi

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.

ADDENDUM

G.F. No. 3154118

DATE: April 29, 2016

Line 303 Amount:

Line 603 Amount:

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 copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

HIDALGO COUNTY DRAINAGE DISTRICT
NO., a political subdivision of the State of
Texas BY: RAMON GARCIA, CHAIRMAN
OF THE BOARD

Hidalgo County Regional
Mobility Authority, By:
Half Associates, Inc.,
By: John Howell, Right of
Way Specialist

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause 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 Sections 1001 and 1010.

TAX PRORATION AGREEMENT

GF No. 3154118

Date: _____, 2016

SELLER: HIDALGO COUNTY DRAINAGE DISTRICT NO.1, a political subdivision of the State of Texas

BUYER: Hidalgo County Regional Mobility Authority

Parcel 40 P-2:

A 430,412 square feet of land, more or less, being out of Lot 5, Block 10, A.J. McCOLL SUBDIVISION, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 21, Page 597-598, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1330, Page 501, H.C.D.R., by Hidalgo County, on August 3, 1972. Said 430,412 square feet being more particularly describe as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

Execution of this agreement indicates our understanding of the handling of the property taxes by the Title Company in the above referenced transaction. Since the amount of property taxes due for the current year cannot be determined at this time, the purchasers will be given credit for their share of the current year's taxes, in consideration of which purchaser will accept liability for and pay the total tax for the year when taxes are due. This closing procedure is known as a proration. The amount upon which the proration is figured is only an estimate based upon (i) tax figures for the previous year, or, (ii) computation of tax liability for the property for the current year from current tax rates provided by the various taxing authorities.

*****NO TAX PRORATIONS*****

If the actual tax assessment exceeds the estimated amount prorated at closing, seller agrees to immediately reimburse the purchaser the additional sum owed for the period from January 1 up to the closing date. Should the actual tax assessments be less than the estimated amount prorated at closing, purchaser agrees to immediately reimburse the seller the excess amount prorated/credited at closing. **All parties understand that the Title Company will not be responsible for, nor will they be involved in any dispute concerning this tax proration settlement.** It is agreed that Seller and Purchaser will contact each other directly, and the refund will be paid immediately upon written notification (with supporting documentation) from the other party that same is due. It is agreed, as evidenced by this document, that SELLER shall be totally liable for the payment of any and all "rollback taxes" in the event said taxes are assessed at the time of any change in land usage

Purchaser specifically understands that, if the tax prorations for the current year are based upon a tax computation for the property as unimproved land and significant improvements have been added since the last tax assessment by the taxing authorities, the tax liability for the current year may be significantly higher than the tax computation figures upon which the tax proration is based. Purchaser further understands that the lender(s) in this transaction, if any, may choose to base payment into escrow reserves upon unimproved tax figures which could result in a significant escrow shortage on the loan when taxes are paid by the lender for the current year. Any demand by the lender(s) for reimbursement of the escrow shortage and/or readjustment of payments required into the escrow reserve could result in a significant increase of monthly payments due on the loan.

The purchasers have also been made aware that they must take a copy of their recorded deed when received to the Central Appraisal District in order to have the taxes changed into their names and file for any exemptions, which apply.

The undersigned further agree to indemnify and hold harmless Sierra Title Company and (name of underwriter) from any and all future loss, claims, or further cause of action, that may arise due to inadequacy, incompleteness, or inaccuracy of the tax computations for the tax figures used in the proration of taxes, or for action taken by **Sierra Title Company** and **SIERRA TITLE INSURANCE GUARANTY COMPANY**, based upon reliance on such inadequate, incomplete or inaccurate tax figures so used in the proration.

SELLER(S):

Hidalgo County Drainage District No. 1, a
political subdivision of the State of Texas
By: RAMON GARCIA, CHAIRMAN OF THE
BOARD

PURCHASER(S):

Hidalgo County Regional
Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way
Specialist

Witness my hand this the _____ day of _____, 2016.

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, by
_____ to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name
My Commission Expires: _____

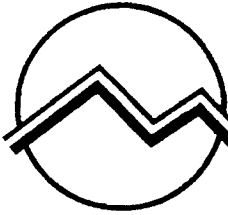
Witness my hand this the _____ day of _____, 2016

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2016, by Hidalgo County
Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right
of Way Specialist, to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name
My Commission Expires: _____



SIERRA TITLE COMPANY

3401 North 10th Street • McAllen, Texas 78501 • TEL.: (956) 682-8321

**EXECUTED LETTER PERTAINING TO:
COMMISSIONERS' COURT SUBDIVISION REGULATIONS AND CITY'S ZONING
ORDINANCES & SUBDIVISION REGULATIONS**

DATE: _____, 2016

BUYER(S)/BORROWER(S): Hidalgo County Regional Mobility Authority

GF NUMBER: 3163180

PROPERTY:

Parcel 40 P-2:

A 430,412 square feet of land, more or less, being out of Lot 5, Block 10, A.J. McCOLL SUBDIVISION, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 21, Page 597-598, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1330, Page 501, H.C.D.R., by Hidalgo County, on August 3, 1972. Said 430,412 square feet being more particularly describe as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the ____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist.

Notary Public, State of
Notary's name (printed):

©©WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

SIERRA TITLE OF HIDALGO COUNTY, INC.
McAllen, Texas 78501

RE: GUARANTY FILE NUMBER: 3154118
HIDALGO COUNTY DRAINAGE DISTRICT NO., a political subdivision of
the State of Texas to HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

Land:

Parcel 40 P-2:

A 430,412 square feet of land, more or less, being out of Lot 5, Block 10, A.J. McCOLL SUBDIVISION, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 21, Page 597-598, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1330, Page 501, H.C.D.R., by Hidalgo County, on August 3, 1972. Said 430,412 square feet being more particularly describe as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

1. Waiver of Inspection.

You may refuse to accept an Exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim of right adverse to the record owner of the land as shown in Schedule A of the Policy. The Company may require an inspection and an additional charge for reasonable and actual costs to inspect. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you waive inspection of the property and you accept the Exception in your policy.

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.

You may require deletion of the arbitration provision of the Owner Policy (T-1). If you do not delete this provision, either you or the Company may require arbitration, if the law allows and if the Policy provides so. 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.

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER CONTINUED:

GF Number: 3154118

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 Company. 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 to title on your land.

Date: April 29, 2016

Signature:

Hidalgo County Regional Mobility
Authority, By: Halff Associates,
Inc., By: John Howell, Right of Way
Specialist

BUYER'S MAILING ADDRESS VERIFICATION FORM
THIS FORM MUST BE FILLED OUT COMPLETELY

GF#: 3154118

Borrower/Buyer Name(s): HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit # or Apt. #)

P. O. Box

City

State

Zip Code

Phone Information

Buyer One

Buyer Two

Home Number:	_____	_____
Business Number:	_____	_____
Mobile Number:	_____	_____
Email Address:	_____	_____
Date of Birth:	_____	_____
Social Security #:	_____	_____
Drivers License #:	_____	_____

Hidalgo County Regional Mobility
Authority, By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Date

Date

SELLER'S MAILING ADDRESS VERIFICATION FORM
THIS FORM MUST BE FILLED OUT COMPLETELY

GF#: 3154118

Seller Name(s): HIDALGO COUNTY DRAINAGE DISTRICT NO., a political subdivision of the state of Texas

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit # or Apt. #)

P. O. Box

City

State

Zip Code

Phone Information

seller one

seller Two

Home Number:	_____	_____
Business Number:	_____	_____
Mobile Number:	_____	_____
Email Address:	_____	_____
Date of Birth:	_____	_____
Social Security #:	_____	_____
Drivers License #:	_____	_____

HIDALGO COUNTY DRAINAGE DISTRICT NO., a
political subdivision of the State of Texas
BY RAMON GARCIA, CHAIRMAN OF THE BOARD

Date

Date

**CLOSING AFFIDAVIT
SELLER/PURCHASER/BORROWER**

Title Company: **Sierra Title Company of Hidalgo County, Inc.**
 File No.: **3154118**
 Purchaser(s)/ **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**
 Borrower(s):

Seller(s): **HIDALGO COUNTY DRAINAGE DISTRICT NO., a
 political subdivision of the State of Texas**

Lender:
 Property: **Lot 5 Block 10 A. J. MCCOLL SUBDIVISION Section
 *, Phase * (PARCEL 40-P2)**

By initialing one or more of the following items as may be appropriate for this transaction, each Seller and/or Buyer/Borrower acknowledges understanding of the disclosure being made by Title Company and affirms the representation made to them by Title Company as indicated. Each such disclosure or representation may jointly benefit both Sierra Title Company of Hidalgo County, Inc. and its underwriter. Singular reference to Seller, Buyer and Borrower includes multiple individuals/entities identified above.

Any numbered item not applying to this transaction may be crossed out.

Seller(s) Initials: _____ _____	Buyer(s)/ Borrower(s) Initials: _____ _____	<p><u>WAIVER OF INSEPTION:</u> You may refuse to accept an exception to "Rights of Parties in Possession" in the Owner Title Policy to be issued. "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the Property or a portion thereof, under a claim of right adverse to the record owner of the property. Title Company may require an inspection and may charge for reasonable and actual costs to inspect. Title Company may make additional exceptions for matters the inspection reveals. If you initial this paragraph, you waive inspection of the Property and you accept the exception in your Owner Title Policy.</p>
--	---	---

Buyer(s)/ Borrower(s) Initials: _____ _____	<p><u>RECEIPT OF TITLE COMITMENT:</u> You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction and you understand that your Owner Title Policy will contain the exceptions set forth in Schedule B of the Title Commitment, and any additional exceptions to title resulting from the documents involved in this transaction.</p>
---	--

Buyer(s) Initials: _____ _____	<p><u>NOTICE:</u> You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Title Commitment. These matters will affect your title and use of your Property. Your Owner Title Policy will be a legal contract between you and the Title Company. The Title Commitment and Owner Title Policy are not abstracts of title, title reports or representations of title. The Owner Title Policy is a contract of indemnity. Title Company does not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions to title on your property.</p>
---	--

Seller(s) Initials: _____ _____	Buyer(s) Initials: _____ _____	<p><u>PURCHASE ONLY (PLATTED PROPERTY)-SURVEY:</u> Purchaser understands that in connection with the present transaction Sierra Title Company of Hidalgo County, Inc. has been requested to issue its Mortgagee Title Policy to the Lender, and that in said Mortgagee Title Policy certain survey coverage has been requested by the Lender for which a new survey is typically required. Purchaser also understands that Seller may provide the following affidavit to the title company together with an original or legible copy of a previous survey in lieu of a new survey being obtained.</p>
--	---	---

Purchase also understands that survey coverage may be requested and provided for in the owner title policy upon payment of the applicable premium as called for in Rate Rule R-16.

CLOSING AFFIDAVIT SELLER/PURCHASER/BORROWER

Attached hereto is a true and correct copy of a survey dated
*, prepared by *, Registered Public Land Surveyor,
RPLS No. *, (hereinafter the "Previous Survey").

The present transaction does not cover any other property other than the property described in the Previous Survey.

I, the seller, in this transaction, swear, on my oath, that I have actual knowledge of the physical condition of the property since *, the effective date of the Previous Survey, and that no "structural" changes have been made to the property since that date.

- "Structural" changes include but are not limited to:
- (i.) improvements to the property such as additional rooms, garages, new fence, new parking lots, new swimming pool, hot tub, and decking for swimming pool and hot tub;
 - (ii.) alterations of the boundaries or fences of the property;
 - (iii.) construction projects on immediately adjoining property(ies), which construction occurred near the boundary of the property; or
 - (iv.) conveyance or replattings or easement grants or easement dedications by the affiant;
 - (v.) any other changes to the property which would be reflected by a current accurate survey.

I the purchaser in this transaction, accept the Previous Survey and understand that no new survey has been purchased.

Seller(s) Buyer(s)
Initials: Initials:

CONTROLLED BUSINESS AGREEMENT DISCLOSURE STATEMENT

TAX SERVICE: This is to give you notice that Sierra Title Company of Hidalgo County, Inc., has a business relationship with Tax Service of Hidalgo County, Inc., and that majority stockholder in Sierra Title Company of Hidalgo County, Inc., and the majority stockholder in Tax Service of Hidalgo County, Inc., are the same individual. Because of this relationship, this referral may provide Sierra Title Company of Hidalgo County, Inc., a financial or other benefit. Set forth below is the estimated charge or range of charges for settlement services listed. You are NOT required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDES AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES. Tax Information and Tax Certificates charge or range of charges \$54.13.

Seller(s) Buyer(s)
Initials: Initials:

PROPERTY TAX PRORATIONS: Property taxes for the current year have been prorated between Buyer and Seller, who each acknowledge understanding that these prorations are based either on tax amounts for the preceding year or on estimates of the appraised value and/or estimated tax rates for the current year. Buyer and Seller each agree that, when amounts of the current year's taxes become known and payable (on or about October 1st, they will adjust any matters of re-proration and reimbursement between themselves and that Title Company shall have no further liability or obligation with respect to these prorations. However, in the event of any conflict between this paragraph and the contract between Buyer and Seller, the contract will control.

Seller(s) Buyer(s)/
Initials: Borrower(s)
Initials:

TAX RENDITION AND EXEMPTIONS: Although the Hidalgo County Appraisal District (AD) may independently determine Buyer's new ownership and billing address through deed record research, Buyer is still obligated by law to "render" the Property for taxation by notifying the AD of the change in the Property's ownership and of Buyer's proper address for tax billing. Buyer is advised that taxes may have been assessed on the basis of various exemptions obtained by Seller:

- 1) Homestead _____
- 2) Over-65 _____
- 3) Disabled Veteran _____

CLOSING AFFIDAVIT SELLER/PURCHASER/BORROWER

4) Agricultural _____

To the extent that Buyer may qualify to continue these exceptions, it is the responsibility of Buyer to satisfy requirements of the AD within the period of time allowed. Buyer acknowledges understanding of these obligations and the fact that Title Company assumes no responsibility for further accuracy of AD records concerning ownership, tax-billing address or status of exemptions.

**Hidalgo County Appraisal District
4405 S. Professional Drive (on Trenton Rd between 281 &
Sugar Rd.)
Edinburg, Texas 78540-0208 (956) 381-8466**

Seller(s) Initials: _____
Buyer(s) Initials: _____

SPLIT OUT- TAXES Seller and Buyer agree and understand that taxes need to be "split out" at the Appraisal District. By our initialing this section, we agree to hold the Title Company harmless from any claim that may arise due to any further adjustments of the prorations after closing.

Seller(s) Initials: _____
Buyer(s)/ Borrower(s) Initials: _____

PRIOR YEAR TAXES PAID: Seller certifies all taxes for prior years have been paid in full. The undersigned Seller further agrees to reimburse Title Company for any and all unpaid taxes, penalties, interest and attorney fees due to taxes being due and/or unpaid as determined by the AD and/or taxing authorities.

Seller(s) Initials: _____
Buyer(s) Initials: _____

Seller further agrees that any default in prior payment of property taxes, either current or delinquent, will on demand, be promptly reimbursed by Seller to Title Company.

Seller(s) Initials: _____
Buyer(s) Initials: _____

COMMON KEY NOTICE: Buyer acknowledges that the Property being purchased has been and presently is accessible by means of a common or master key used by the Seller for this and other properties. Buyer is advised to have all locks on the Property immediately re-keyed, which will be at Buyer's expense. Buyer hereby releases Seller and Title Company from liability for any loss, damage, or injury that may result from future unauthorized entry by means of the common or master key.

Seller(s) Initials: _____
Buyer(s) Initials: _____

CLOSING DISCLAIMER: Seller and Buyer each acknowledge understanding that the above referenced transaction has not yet "closed". At this time, any change in possession of the property takes place **AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION HAS NOT "CLOSED" UNTIL:**

- A. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
- B. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION, INCLUDING THE LENDER IF ANY, AND BY TITLE COMPANY;
- C. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE; AND ALL NECESSARY DOCUMENTS ARE FILED OF RECORD IN THE APPROPRIATE PUBLIC RECORDS.

Buyer and Seller also recognize that neither **Sierra Title Company of Hidalgo County, Inc.** nor its underwriter are under any obligation to defend possession of the Property or to insure title of the Property, until such time as the above stated requirements have been fulfilled.

Seller(s) Initials: _____
Buyer(s)/ Borrower(s) Initials: _____

NON-RESIDENT ALIEN: Seller is not a non-resident alien for purposes of United States Income Taxation.

Buyer(s)/ Borrower(s) Initials: _____

DISCLOSURE TO PURCHASER: Undersigned Buyer/Borrower ("undersigned") acknowledges that **Sierra Title Company of Hidalgo County, Inc.**, has NOT performed a search of the real property records with reference to possible federal or state tax liens, abstract of judgments, or other involuntary liens which may have been filed against the Undersigned. Undersigned understands that such involuntary liens may need to be released prior to the resale or mortgaging of this property. The owner policy of title insurance does not protect the insured against involuntary liens filed against

**CLOSING AFFIDAVIT
SELLER/PURCHASER/BORROWER**

said insured.

Seller(s)
Initials: _____
Buyer(s)/
Borrower(s)
Initials: _____

AFFIDAVIT AS TO DEBTS & LIENS:

A.) I am over the age of 18 years.

Seller(s)
Initials: _____
Buyer(s)
Borrower(s)
Initials: _____

B.) My marital status has has not been changed (CHECK THE APPROPRIATE RESPONSE) since the date that I acquired the above described property.

Seller(s)
Initials: _____
Buyer(s)/
Borrower(s)
Initials: _____

C.) I have also been known by the following names in addition to the name listed above:

Seller(s)
Initials: _____
Buyer(s)/
Borrower(s)
Initials: _____

D.) I state under oath that all bills for labor performed and materials furnished for improvements (if any) made by, or for me have been paid, and that at present I do not owe any person or firm for such improvements; and there are no liens including federal or state tax liens or judgments liens of any kind; and no proceedings have been commenced in any federal court or state court to which I am a party, except:

\$ _____ to _____
\$ _____ to _____
\$ _____ to _____

Seller(s)
Initials: _____
Buyer(s)/
Borrower(s)
Initials: _____

E.) To my knowledge there are no loans or unpaid debts for any personal property fixtures which are located on the subject property and that no such items have been purchased on time-payment contact; and that there are no security interests on such property secured by financing statements, security agreements or otherwise, except:

\$ _____ to _____
\$ _____ to _____
\$ _____ to _____

Seller(s)
Initials: _____
Buyer(s)/
Borrower(s)
Initials: _____

F.) The amount due any lienholder was furnished by the lienholder and is good only through an anticipated disbursement date. Should there be any discrepancies Sierra Title Company of Hidalgo County, Inc. is hereby authorized to disburse any additional funds required by lienholder and adjust the net amount due the Seller by a like amount. Seller is aware that the lienholder has furnished a statement showing amounts due to payoff existing lien(s). In the event lienholder makes a demand for a greater amount than shown on payoff statement and closing statement, I agree to reimburse Sierra Title Company of Hidalgo County, Inc. for any funds advanced in order to cure any discrepancies or demand.

Seller(s)
Initials: _____
Buyer(s)/
Borrower(s)
Initials: _____

G.) To my knowledge, Owner's possession of the property has been peaceable and undisturbed and title to said property has never been disputed or questioned, nor do I have any knowledge of adverse claims against any portion of the property.

Seller(s)
Initials: _____
Buyer(s)/
Borrower(s)
Initials: _____

H.) I have not signed any contracts of sale, deeds, deeds of trust, mortgages or quitclaims affecting the property, except documents pertaining to the guaranty file listed above.

**CLOSING AFFIDAVIT
SELLER/PURCHASER/BORROWER**

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me this 29th day of April, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

**CERTIFICATION FOR NO INFORMATION REPORTING
ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE**

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I. Seller Information

1. Name: HIDALGO COUNTY DRAINAGE DISTRICT NO., a political subdivision of the State of Texas
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:
3. Taxpayer Identification Number (TIN): _____

Part II. Seller Assurances

Check "True: or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

- | | | |
|--------------------------|--------------------------|---|
| True | False | |
| <input type="checkbox"/> | <input type="checkbox"/> | (1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence. |
| <input type="checkbox"/> | <input type="checkbox"/> | (2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997). |
| <input type="checkbox"/> | <input type="checkbox"/> | (3) No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997. |
| <input type="checkbox"/> | <input type="checkbox"/> | (4) At least one of the following three statements applies:
The sale or exchange is of the entire residence for \$250,000 or less.
or
I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> the gain on the sale or exchange of the entire residence is \$250,000 or less.
or
I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997). |
| <input type="checkbox"/> | <input type="checkbox"/> | (5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied. |
| True | False | N/A |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | (6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence. |

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

HIDALGO COUNTY DRAINAGE DISTRICT NO.,
a political subdivision of the State of Texas
BY RAMON GARCIA, CHARMAN OF THE
BOARD

Date

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION
FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

INSTRUCTIONS FOR DISBURSEMENT OF
SELLERS PROCEEDS

Call when check is ready:

- Sellers @ home _____ work _____ cell _____
- Realtor @ _____
- Other _____ @ Ph # _____
- Mail check to: _____

- Federal Express check to: _____

- Wire Transfer funds to:
Name of Receiving Bank: _____
ABA Number: _____
Credit to the account of: _____
Account Number: _____
- Deposit into Acct # _____ (Deposit Slip Attached)
- Make check payable to Sellers Attorney:

HIDALGO COUNTY DRAINAGE DISTRICT NO., a political subdivision of the State of Texas BY RAMON GARCIA, CHAIRMAN OF THE BOARD

AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS AND POSSESSION

(USE SEPARATE FORM FOR EACH PARTY)

TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING

File Number: 3154118

SUBJECT PROPERTY:

Lot 5 Block 10 A. J. MCCOLL SUBDIVISION Section Phase (PARCEL 40-P2)

STATE OF Texas
COUNTY OF Hidalgo

Before me, the undersigned authority on this day personally appeared HIDALGO COUNTY DRAINAGE DISTRICT NO., a political subdivision of the State of Texas

Seller or Owner-Borrower* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

- 1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following: (If NONE, write "NONE" on blank line)

Creditor

Approximate Amount

- 2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following: (If NONE, write "NONE" on blank line)

Creditor

Approximate Amount

- 3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows: (If NONE, write "NONE" on blank line)

- 4. No parties are in possession other than affiant, except as follows: (If NONE, write "NONE" on blank line)

- 5. *To be filled in if a sale - *The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: _____ Seller's address (office address, if seller is an entity; home address if seller is an individual) is: _____

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

HIDALGO COUNTY DRAINAGE DISTRICT NO., a political subdivision of the State of Texas BY RAMON GARCIA, CHAIRMAN OF THE BOARD

Sworn to and subscribed before me this _____.

Notary Public in and for the State of Texas

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.
*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

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

SPECIAL WARRANTY DEED

HCRMA ROW CSJ: 3627-01-001

HCRMA TRACT: 40-P3

Grantor(s), whether one or more:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas

Grantor's Mailing Address (including county):

902 N. Doolittle Road
Edinburg, TX 78542
(Hidalgo County)

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The HCRMA is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The HCRMA is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, TX 78577
(Hidalgo County)

Consideration:

The sum of Seven Thousand Three Hundred and Eighty-Five and No/100 Dollars (\$7,385.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.



Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached **Exhibit "A"** (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTORS:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas:

By: _____
Ramon Garcia, Chairman of the Board

Acknowledgment

State of Texas,
County of Hidalgo:

This instrument was acknowledged before me on _____, 2016, by Ramon Garcia, as Chairman of the Board of Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

EXHIBIT "A"

Page 1 of 3
Survey Date: August 15, 2014
Revised Date: January 9, 2015
Parcel 40 P3

County: Hidalgo
Highway: HCRMA SH 365 – Seg. 1
Limits: From 987+00.00 to 1295+85.69
R.O.W. CSJ: 3627-01-001

Field Notes for Parcel 40 P3

A 18,398 square feet of land, more or less, being out of **LOT 8, BLOCK 11, A. J. McCOLL SUBDIVISION**, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 21, Page 597-598, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1330, Page 501, H.C.D.R., by Hidalgo County, on August 3, 1972. Said 18,398 square feet being more particularly describe as follows:

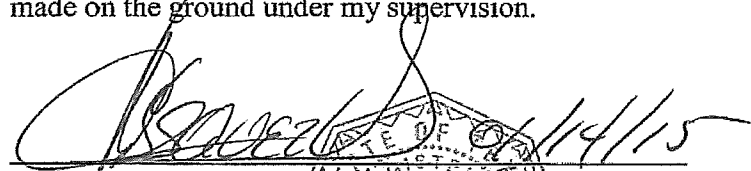
COMMENCING on the southern most corner of said USA tract, **THENCE** as follows:

N 67° 57' 15" W, a distance of 369.27 feet to a Set No. 4 rebar, for the southeast corner of this tract and the **POINT OF BEGINNING**;

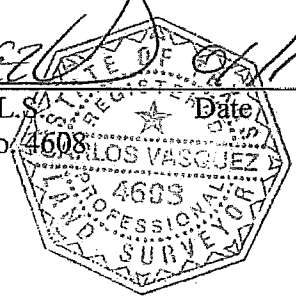
- (1) Thence, N 74°26'04" W, a distance of 166.96 to a Set No. 4 rebar, for an angle corner of this tract;
- (2) Thence, N 60°02'45"W, a distance of 182.35 feet to a Set No. 4 rebar on the South right of way line of a County Road, for the northwest corner of this tract;
- (3) Thence, S 81°29'06" E, along the South right of way of said County Road, a distance of 335.46 feet to a Set No. 4 rebar, for the northeast corner of this tract;
- (4) Thence, S 08°30'54"W, a distance of 87.14 feet to the **POINT OF BEGINNING**, containing 18,398 square feet of land, more or less

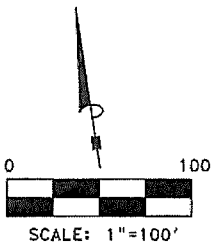
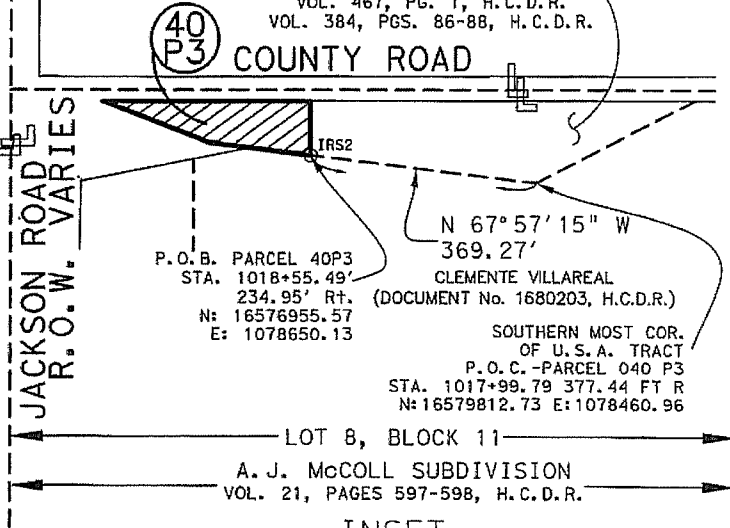
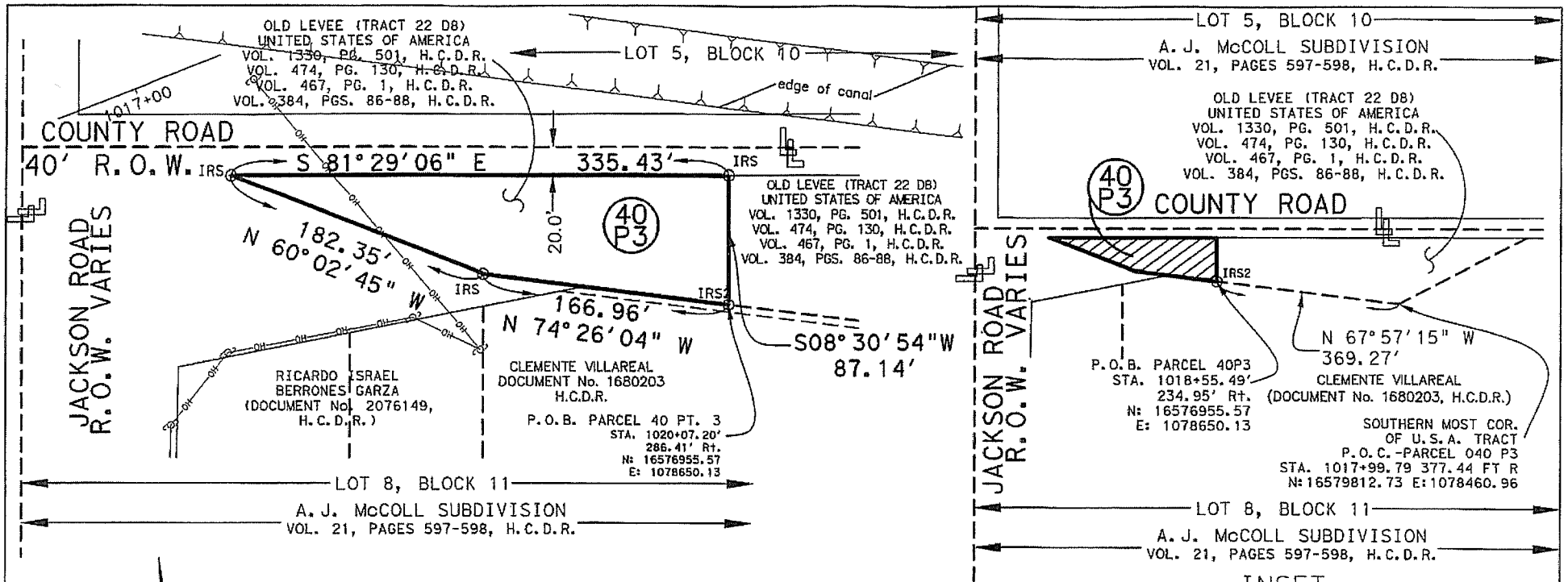
Note: The Point of Beginning of this description has Surface coordinates of X= 1,078,650.13 and Y= 16,576,955.57; All bearings are based on the Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone. All coordinates shown are surface and maybe converted to grid by multiplying by TXDOT conversion factor of 0.99996;

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



Carlos Vasquez, R.P.L.S. Date 8/14/15
Texas Registration No. 4608





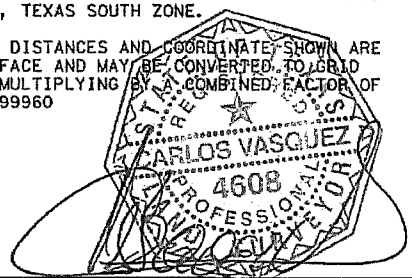
AJ McCOLL SUBDIVISION (VOL. 21, PG. 597, H.C.D.R.)					
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. No. -VOL & PG.	TO BE ACQUIRED (SQ. FT.)	REMAINDER (SQ. FT.) LEFT - RIGHT	
040 P3	93,427	VOL. 1330, PG. 501 H.C.D.R.	18,398	-	75,029

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWNERSHIP LINES
- FENCE LINES
- EXIST. SWALE LINES
- EDGE OF PAVEMENT LINES
- EDGE OF CALICHE ROAD
- EDGE OF DIRT ROAD
- SANITARY SEWER LINES
- FIBER OPTIC LINES
- OVER HEAD POWER LINES
- CULVERTS & DRAINAGE LINES
- WATER LINES
- ACCESS CONTROL LINE
- ⊕ WATER VALVES AND METERS
- ⊙ SIGNS AND STOP SIGNS
- ⊙ IRRIGATION STAND PIPE
- ⊙ IRRIGATION VALVE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ CONC. STRUCTURES
- ⊙ MONUMENTS
- IRS SET No. 4 REBAR
- IRS2 SET No. 5 REBAR W/ ALUM DISK
- CPS SET COTTON PICKER SPINDLE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ⊙ POWER POLES & GUY WIRE
- Ⓞ PARCEL NUMBER

NOTES:

1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960



Carlos Vasquez - RPLS No. 4608
 Date: August 15, 2014
 Revised Date: January 9, 2015



PLAT OF SURVEY: 040 P3

Dist. Name: PHARR	County: HIDALGO
RCSJ No: 3627-01-001	DATE: 8-15-14
Project Name: SH365-SEG. 1 U.S. 281	Sht. No: 3 of 3

A. U.S. Department of Housing and Urban Development

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input type="checkbox"/> Conv. Unins.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	
6. File Number 3154115		7. Loan Number
8. Mortgage Ins. Case No.		

Settlement Statement

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 ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. Name of Borrower: HIDALGO COUNTY REGINOAL MOBIIITY AUTHORITY, PO BOX 1766, PHARR, TX 78577

E. Name of Seller: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdivision of the State of Texas, 902 N. Doolittle Road, Edinburg, TX 78542

F. Name of Lender:

G. Property Location: Lot 8, Block 11, A. J. MCCOLL SUBDIVISION

H. Settlement Agent: Sierra Title of Hidalgo County, Inc.(956) 682-8321
Place of Settlement: 3401 N. 10TH Street, McAllen, TX 78501 PARCEL 40 P-3)

I. Settlement Date: 04/29/2016 **Proration Date:** 4/27/2016

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	7,385.00	401. Contract sales price	7,385.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	804.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. School Taxes		409. School Taxes	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	8,189.50	420. Gross amount due to seller:	7,385.00
200. Amounts paid by or in behalf of the borrower:		500. Reduction in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213. School Taxes		513. School Taxes	
214.		514.	
215.		515.	
216. **NO PRORATIONS**		516. **NO PRORATIONS**	
217. *NO TAX ACCOUNT ESTABLISHED GOVERNMENT PROPERTY		517. *NO TAX ACCOUNT ESTABLISHED GOVERNMENT PROPERTY*	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	0.00	520. Total reduction in amount due seller:	0.00
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	8,189.50	601. Gross amount due to seller (line 420)	7,385.00
302. Less amount paid by/for borrower (line 220)	0.00	602. Less total reduction in amount due seller(line 520)	0.00
303. CASH (X)FROM ()TO BORROWER	8,189.50	603. CASH ()FROM (X)TO SELLER	7,385.00

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, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) 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 INSTRUCTION - If this real estate was your principle 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).

You are required by law to provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number.

If you do not provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

L. Settlement Charges

4/29/16 11:42 AM

File Number: 3154115

		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700.	Total sales/broker commission		
	Division of commission (line 700) as follows:		
701.	\$		
702.	\$		
703.	Commission paid at settlement		
704.			
800.	Items payable in connection with loan		
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.			
809.			
810.			
811.			
812.			
813.			
814.	Yield Spread Premium		
900.	Items required by lender to be paid in advance		
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.			
905.			
1000.	Reserves deposited with lender		
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments (maint.)		
1006.	School taxes		
1007.			
1008.			
1009.	Aggregate Adjustment		
1100.	Title charges		
1101.	Settlement or closing fee to Sierra Title of Hidalgo County, Inc.	500.00	
1102.	Abstract or title search		
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation		
1106.	Notary fees		
1107.	Attorney's fees to <i>includes above items no.:</i>		
1108.	Title insurance to Sierra Title of Hidalgo County, Inc. <i>includes above items no.:</i>	238.00	
1109.	Lender's coverage		
1110.	Owner's coverage \$7,385.00 \$238.00		
1111.	State of Texas Policy Guaranty Fe to Guaranty Fee Transfer	3.00	
1112.	Escrow fee		
1113.	Document review fee to LAW OFFICE OF JOHN KING		
1114.			
1200.	Government recording and transfer charges		
1201.	Recording fees: Deed \$60.00	60.00	
1202.	City/county tax/stamps:		
1203.	State tax/stamps:		
1204.	Guarantee fee		
1205.	Tax Service Fee		
1206.	E-FILING to Sierra Title of Hidalgo County, Inc.	3.50	
1300.	Additional settlement charges		
1301.	Survey		
1302.	Pest inspection		
1303.			
1304.			
1305.	HOA Association		
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	804.50	0.00

CERTIFICATION: 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 copy of HUD-1 Settlement Statement.

HIDALGO COUNTY REGINOAL MOBIIITY AUTHORITY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdivi

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Sierra Title of Hidalgo County, Inc.

Date

SELLER'S AND/OR PURCHASER'S STATEMENT Seller's and Purchaser's signature hereon acknowledges his/their approval of tax proration and signifies their understanding that proration were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same Purchasers/Borrowers Sellers

HIDALGO COUNTY REGINOAL MOBIIITY AUTHORITY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdivi

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.

ADDENDUM

G.F. No. 3154115

DATE: April 29, 2016

Line 303 Amount:

Line 603 Amount:

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 copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1, a political subdivision of the State of
Texas BY RAMON GARCIA, CHAIRMAN
OF THE BOARD

Hidalgo County Regional
Mobility Authority,
By: Half Associates, Inc.,
By: John Howell, Right of
Way Specialist

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause 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 Sections 1001 and 1010.

**CLOSING AFFIDAVIT
SELLER/PURCHASER/BORROWER**

Title Company: **Sierra Title Company of Hidalgo County, Inc.**
 File No.: **3154115**
 Purchaser(s) / **HIDALGO COUNTY REGINOAL MOBIITY AUTHORITY**
 Borrower(s):

Seller(s): **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a
 political subdivision of the State of Texas**

Lender:
 Property: **Lot 8 Block 11 A. J. MCCOLL SUBDIVISION Section
 *, Phase * PARCEL 40-P3**

By initialing one or more of the following items as may be appropriate for this transaction, each Seller and/or Buyer/Borrower acknowledges understanding of the disclosure being made by Title Company and affirms the representation made to them by Title Company as indicated. Each such disclosure or representation may jointly benefit both Sierra Title Company of Hidalgo County, Inc. and its underwriter. Singular reference to Seller, Buyer and Borrower includes multiple individuals/entities identified above.

Any numbered item not applying to this transaction may be crossed out.

Seller(s) Initials: _____	Buyer(s) / Borrower(s) Initials: _____	<u>WAIVER OF INSPECTION:</u> You may refuse to accept an exception to "Rights of Parties in Possession" in the Owner Title Policy to be issued. "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the Property or a portion thereof, under a claim of right adverse to the record owner of the property. Title Company may require an inspection and may charge for reasonable and actual costs to inspect. Title Company may make additional exceptions for matters the inspection reveals. If you initial this paragraph, you waive inspection of the Property and you accept the exception in your Owner Title Policy.
-------------------------------------	---	---

Buyer(s) / Borrower(s) Initials: _____	<u>RECEIPT OF TITLE COMITMENT:</u> You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction and you understand that your Owner Title Policy will contain the exceptions set forth in Schedule B of the Title Commitment, and any additional exceptions to title resulting from the documents involved in this transaction.
---	---

Buyer(s) Initials: _____	<u>NOTICE:</u> You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Title Commitment. These matters will affect your title and use of your Property. Your Owner Title Policy will be a legal contract between you and the Title Company. The Title Commitment and Owner Title Policy are not abstracts of title, title reports or representations of title. The Owner Title Policy is a contract of indemnity. Title Company does not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions to title on your property.
------------------------------------	---

Seller(s) Initials: _____	Buyer(s) Initials: _____	<u>PURCHASE ONLY (PLATTED PROPERTY)-SURVEY:</u> Purchaser understands that in connection with the present transaction Sierra Title Company of Hidalgo County, Inc. has been requested to issue its Mortgagee Title Policy to the Lender, and that in said Mortgagee Title Policy certain survey coverage has been requested by the Lender for which a new survey is typically required. Purchaser also understands that Seller may provide the following affidavit to the title company together with an original or legible copy of a previous survey in lieu of a new survey being obtained.
-------------------------------------	------------------------------------	--

Purchase also understands that survey coverage may be requested and provided for in the owner title policy upon payment of the applicable premium as called for in Rate Rule R-16.

CLOSING AFFIDAVIT

SELLER/PURCHASER/BORROWER

Attached hereto is a true and correct copy of a survey dated
 *, prepared by *, Registered Public Land Surveyor,
 RPLS No. *, (hereinafter the "Previous Survey").

The present transaction does not cover any other property other than the property described in the Previous Survey.

I, the seller, in this transaction, swear, on my oath, that I have actual knowledge of the physical condition of the property since *, the effective date of the Previous Survey, and that no "structural" changes have been made to the property since that date.

"Structural" changes include but are not limited to:

- (i.) improvements to the property such as additional rooms, garages, new fence, new parking lots, new swimming pool, hot tub, and decking for swimming pool and hot tub;
- (ii.) alterations of the boundaries or fences of the property;
- (iii.) construction projects on immediately adjoining property(ies), which construction occurred near the boundary of the property; or
- (iv.) conveyance or replattings or easement grants or easement dedications by the affiant;
- (v.) any other changes to the property which would be reflected by a current accurate survey.

I the purchaser in this transaction, accept the Previous Survey and understand that no new survey has been purchased.

Seller(s) Initials:	Buyer(s) Initials:
_____	_____
_____	_____

CONTROLLED BUSINESS AGREEMENT DISCLOSURE STATEMENT TAX SERVICE: This is to give you notice that Sierra Title Company of Hidalgo County, Inc., has a business relationship with Tax Service of Hidalgo County, Inc., and that majority stockholder in Sierra Title Company of Hidalgo County, Inc., and the majority stockholder in Tax Service of Hidalgo County, Inc., are the same individual. Because of this relationship, this referral may provide Sierra Title Company of Hidalgo County, Inc., a financial or other benefit. Set forth below is the estimated charge or range of charges for settlement services listed. You are NOT required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDES AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES. Tax Information and Tax Certificates charge or range of charges \$54.13.

Seller(s) Initials:	Buyer(s) Initials:
_____	_____
_____	_____

PROPERTY TAX PRORATIONS: Property taxes for the current year have been prorated between Buyer and Seller, who each acknowledge understanding that these prorations are based either on tax amounts for the preceding year or on estimates of the appraised value and/or estimated tax rates for the current year. Buyer and Seller each agree that, when amounts of the current year's taxes become known and payable (on or about October 1st, they will adjust any matters of re-proration and reimbursement between themselves and that Title Company shall have no further liability or obligation with respect to these prorations. However, in the event of any conflict between this paragraph and the contract between Buyer and Seller, the contract will control.

Seller(s) Initials:	Buyer(s)/ Borrower(s) Initials:
_____	_____
_____	_____

TAX RENDITION AND EXEMPTIONS: Although the Hidalgo County Appraisal District (AD) may independently determine Buyer's new ownership and billing address through deed record research, Buyer is still obligated by law to "render" the Property for taxation by notifying the AD of the change in the Property's ownership and of Buyer's proper address for tax billing. Buyer is advised that taxes may have been assessed on the basis of various exemptions obtained by Seller:

- 1) Homestead _____
- 2) Over-65 _____
- 3) Disabled Veteran _____

CLOSING AFFIDAVIT SELLER/PURCHASER/BORROWER

4) Agricultural _____

To the extent that Buyer may qualify to continue these exceptions, it is the responsibility of Buyer to satisfy requirements of the AD within the period of time allowed. Buyer acknowledges understanding of these obligations and the fact that Title Company assumes no responsibility for further accuracy of AD records concerning ownership, tax-billing address or status of exemptions.

Hidalgo County Appraisal District
4405 S. Professional Drive (on Trenton Rd between 281 & Sugar Rd.)
Edinburg, Texas 78540-0208 (956) 381-8466

Seller(s) Initials: _____
Buyer(s) Initials: _____

SPLIT OUT- TAXES Seller and Buyer agree and understand that taxes need to be "split out" at the Appraisal District. By our initialing this section, we agree to hold the Title Company harmless from any claim that may arise due to any further adjustments of the prorations after closing.

Seller(s) Initials: _____
Buyer(s)/ Borrower(s) Initials: _____

PRIOR YEAR TAXES PAID: Seller certifies all taxes for prior years have been paid in full. The undersigned Seller further agrees to reimburse Title Company for any and all unpaid taxes, penalties, interest and attorney fees due to taxes being due and/or unpaid as determined by the AD and/or taxing authorities.

Seller(s) Initials: _____
Buyer(s) Initials: _____

Seller further agrees that any default in prior payment of property taxes, either current or delinquent, will on demand, be promptly reimbursed by Seller to Title Company.

Seller(s) Initials: _____
Buyer(s) Initials: _____

COMMON KEY NOTICE: Buyer acknowledges that the Property being purchased has been and presently is accessible by means of a common or master key used by the Seller for this and other properties. Buyer is advised to have all locks on the Property immediately re-keyed, which will be at Buyer's expense. Buyer hereby releases Seller and Title Company from liability for any loss, damage, or injury that may result from future unauthorized entry by means of the common or master key.

Seller(s) Initials: _____
Buyer(s) Initials: _____

CLOSING DISCLAIMER: Seller and Buyer each acknowledge understanding that the above referenced transaction has not yet "closed". At this time, any change in possession of the property takes place **AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION HAS NOT "CLOSED" UNTIL:**

- A. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
- B. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION, INCLUDING THE LENDER IF ANY, AND BY TITLE COMPANY;
- C. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE; AND ALL NECESSARY DOCUMENTS ARE FILED OF RECORD IN THE APPROPRIATE PUBLIC RECORDS.

Buyer and Seller also recognize that neither **Sierra Title Company of Hidalgo County, Inc.** nor its underwriter are under any obligation to defend possession of the Property or to insure title of the Property, until such time as the above stated requirements have been fulfilled.

Seller(s) Initials: _____
Buyer(s)/ Borrower(s) Initials: _____

NON-RESIDENT ALIEN: Seller is not a non-resident alien for purposes of United States Income Taxation.

Buyer(s)/ Borrower(s) Initials: _____

DISCLOSURE TO PURCHASER: Undersigned Buyer/Borrower ("undersigned") acknowledges that **Sierra Title Company of Hidalgo County, Inc.**, has NOT performed a search of the real property records with reference to possible federal or state tax liens, abstract of judgments, or other involuntary liens which may have been filed against the Undersigned. Undersigned understands that such involuntary liens may need to be released prior to the resale or mortgaging of this property. The owner policy of title insurance does not protect the insured against involuntary liens filed against

CLOSING AFFIDAVIT SELLER/PURCHASER/BORROWER

said insured.

Seller(s)
Initials: _____
Buyer(s)/
Borrower(s)
Initials: _____

AFFIDAVIT AS TO DEBTS & LIENS:

A.) I am over the age of 18 years.

Seller(s)
Initials: _____
Buyer(s)
Borrower(s)
Initials: _____

B.) My marital status has has not been changed
(CHECK THE APPROPRIATE RESPONSE) since the date that
I acquired the above described property.

Seller(s)
Initials: _____
Buyer(s)/
Borrower(s)
Initials: _____

C.) I have also been known by the following names in
addition to the name listed above:

Seller(s)
Initials: _____
Buyer(s)/
Borrower(s)
Initials: _____

D.) I state under oath that all bills for labor
performed and materials furnished for improvements
(if any) made by, or for me have been paid, and that
at present I do not owe any person or firm for such
improvements; and there are no liens including
federal or state tax liens or judgments liens of any
kind; and no proceedings have been commenced in any
federal court or state court to which I am a party,
except:

\$ _____ to _____
\$ _____ to _____
\$ _____ to _____

Seller(s)
Initials: _____
Buyer(s)/
Borrower(s)
Initials: _____

E.) To my knowledge there are no loans or unpaid
debts for any personal property fixtures which are
located on the subject property and that no such
items have been purchased on time-payment contact;
and that there are no security interests on such
property secured by financing statements, security
agreements or otherwise, except:

\$ _____ to _____
\$ _____ to _____
\$ _____ to _____

Seller(s)
Initials: _____
Buyer(s)/
Borrower(s)
Initials: _____

F.) The amount due any lienholder was furnished by
the lienholder and is good only through an
anticipated disbursement date. Should there be any
discrepancies **Sierra Title Company of Hidalgo
County, Inc.** is hereby authorized to disburse any
additional funds required by lienholder and adjust
the net amount due the Seller by a like amount.
Seller is aware that the lienholder has furnished a
statement showing amounts due to payoff existing
lien(s). In the event lienholder makes a demand for
a greater amount than shown on payoff statement and
closing statement, I agree to reimburse **Sierra Title
Company of Hidalgo County, Inc.** for any funds
advanced in order to cure any discrepancies or
demand.

Seller(s)
Initials: _____
Buyer(s)/
Borrower(s)
Initials: _____

G.) To my knowledge, Owner's possession of the
property has been peaceable and undisturbed and
title to said property has never been disputed or
questioned, nor do I have any knowledge of adverse
claims against any portion of the property.

Seller(s)
Initials: _____
Buyer(s)/
Borrower(s)
Initials: _____

H.) I have not signed any contracts of sale, deeds,
deeds of trust, mortgages or quitclaims affecting
the property, except documents pertaining to the
guaranty file listed above.

**CLOSING AFFIDAVIT
SELLER/PURCHASER/BORROWER**

Seller(s) Buyer(s)/
Initials: Borrower(s)
Initials:

I.) I have no knowledge of any paving or mowing liens outstanding against the property.

Seller(s) Buyer(s)/
Initials: Borrower(s)
Initials:

I understand that the Purchaser and/or Lender and Title Company in this transaction are relying upon the representations contained herein in purchasing the subject property, lending money thereon, and/or issuing title insurance policies thereon, and would not do any of the above unless said representations were made.

Seller(s):

Purchaser(s)/Borrower(s):

HIDALGO COUNTY DRAINAGE Date
DISTRICT NO. 1, a political
subdivision of the State of
Texas by: Ramon Garcia,
CHAIRMAN OF THE BOARD

Hidalgo County Regional Date
Mobility Authority,
By: Halff Associates,
Inc., By: John Howell,
Right of Way Specialist

Date

Date

Date

Date

Date

Date

Sworn to and subscribed before me this 27th day of April, 2016, by HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdivision of the State of Texas BY: RAMON GARCIA, CHAIRMAN OF THE BOARD .

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me this 27th day of April, 2016, by HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdivision of the State of Texas BY: RAMON GARCIA, CHAIRMAN OF THE BOARD.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

Sworn to and subscribed before me this 27th day of April, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist

**CLOSING AFFIDAVIT
SELLER/PURCHASER/BORROWER**

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me this 27th day of April, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

INSTRUCTIONS FOR DISBURSEMENT OF
SELLERS PROCEEDS

Call when check is ready:

() Sellers @ home _____ work _____ cell _____

() Realtor @ _____

() Other _____ @ Ph # _____

() Mail check to: _____

() Federal Express check to: _____

() Wire Transfer funds to:
Name of Receiving Bank: _____
ABA Number: _____
Credit to the account of: _____
Account Number: _____

() Deposit into Acct # _____ (Deposit Slip Attached)

() Make check payable to Sellers Attorney:
_____, Trustee

Hidalgo County Drainage District No. 1
By: RAMON GARCIA, CHAIRMAN OF THE BOARD

AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS AND POSSESSION

(USE SEPARATE FORM FOR EACH PARTY)

TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING

File Number: 3154115

SUBJECT PROPERTY:

Lot 8 Block 11 A. J. MCCOLL SUBDIVISION Section Phase PARCEL 40-P3

STATE OF Texas
COUNTY OF Hidalgo

Before me, the undersigned authority on this day personally appeared HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdivision of the State of Texas
Seller or Owner-Borrower* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

- 1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount
_____	_____
_____	_____

- 2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following: (If NONE, write "NONE" on blank line)

Creditor	Approximate Amount
_____	_____
_____	_____

- 3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows: (If NONE, write "NONE" on blank line)

- 4. No parties are in possession other than affiant, except as follows: (If NONE, write "NONE" on blank line)

- 5. *To be filled in if a sale -*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: _____ . Seller's address (office address, if seller is an entity; home address if seller is an individual) is: _____

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdivision of the State of Texas BY RAMON GARCIA, CHAIRMAN OF THE BOARD

Sworn to and subscribed before me this _____.

Notary Public in and for the State of Texas

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.
*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION
FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

©WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

SIERRA TITLE OF HIDALGO COUNTY, INC.
McAllen, Texas 78501

RE: GUARANTY FILE NUMBER: 3154115
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdivision
of the State of Texas to HIDALGO COUNTY REGINOAL MOBILITY
AUTHORITY

Land:
Parcel 40 P-3:

A 18,398 square feet of land, more or less, being out of Lot 8, Block 11, A.J. McCOLL SUBDIVISION, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 21, Page 597-598, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1330, Page 501, H.C.D.R., by Hidalgo County, on August 3, 1972. Said 18,398 square feet being more particularly describe as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

1. Waiver of Inspection.

You may refuse to accept an Exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim of right adverse to the record owner of the land as shown in Schedule A of the Policy. The Company may require an inspection and an additional charge for reasonable and actual costs to inspect. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you waive inspection of the property and you accept the Exception in your policy.

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.

You may require deletion of the arbitration provision of the Owner Policy (T-1). If you do not delete this provision, either you or the Company may require arbitration, if the law allows and if the Policy provides so. 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.

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER CONTINUED:

GF Number: 3154115

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 Company. 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 to title on your land.

Date: April 29, 2016

Signature:

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY Hidalgo County Regional
Mobility Authority, By: Halff
Associates, Inc., By: John Howell,
Right of Way Specialist

BUYER'S MAILING ADDRESS VERIFICATION FORM
THIS FORM MUST BE FILLED OUT COMPLETELY

GF#: 3154115

Borrower/Buyer Name(s): HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit # or Apt. #)

P. O. Box

City

State

Zip Code

Phone Information

Buyer One

Buyer Two

Home Number: _____

Business Number: _____

Mobile Number: _____

Email Address: _____

Date of Birth: _____

Social Security #: _____

Drivers License #: _____

Hidalgo County Regional Mobility
Authority, By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

Date

Date

SELLER'S MAILING ADDRESS VERIFICATION FORM
THIS FORM MUST BE FILLED OUT COMPLETELY

GF#: 3154115

Seller Name(s): HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdivision of the State of Texas

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit # or Apt. #)

P. O. Box

City

State

Zip code

Phone Information

Seller One

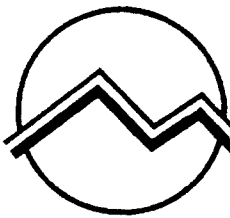
Seller Two

Home Number:	_____	_____
Business Number:	_____	_____
Mobile Number:	_____	_____
Email Address:	_____	_____
Date of Birth:	_____	_____
Social Security #:	_____	_____
Drivers License #:	_____	_____

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdivision of the State of Texas
BY RAMON GARCIA, CHAIRMAN OF THE BOARD

_____ Date

_____ Date



SIERRA TITLE COMPANY

3401 North 10th Street • McAllen, Texas 78501 • TEL.: (956) 682-8321

**EXECUTED LETTER PERTAINING TO:
COMMISIONERS' COURT SUBDIVISION REGULATIONS AND CITY'S ZONING
ORDINANCES & SUBDIVISION REGULATIONS**

DATE: _____, 2016

BUYER(S)/BORROWER(S): Hidalgo County Regional Mobility Authority

GF NUMBER: 3163180

PROPERTY:

Parcel 40 P-3:

A 18,398 square feet of land, more or less, being out of Lot 8, Block 11, A.J. McCOLL SUBDIVISION, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 21, Page 597-598, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1330, Page 501, H.C.D.R., by Hidalgo County, on August 3, 1972. Said 18,398 square feet being more particularly describe as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the ____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist.

Notary Public, State of
Notary's name (printed):

TAX PRORATION AGREEMENT

GF No. 3163180

Date: _____, 2016

SELLER: HIDALGO COUNTY DRAINAGE DISTRICT NO.1, a political subdivision of the State of Texas

BUYER: Hidalgo County Regional Mobility Authority

Parcel 40 P-3:

A 18,398 square feet of land, more or less, being out of Lot 8, Block 11, A.J. McCOLL SUBDIVISION, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 21, Page 597-598, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1330, Page 501, H.C.D.R., by Hidalgo County, on August 3, 1972. Said 18,398 square feet being more particularly describe as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

Execution of this agreement indicates our understanding of the handling of the property taxes by the Title Company in the above referenced transaction. Since the amount of property taxes due for the current year cannot be determined at this time, the purchasers will be given credit for their share of the current year's taxes, in consideration of which purchaser will accept liability for and pay the total tax for the year when taxes are due. This closing procedure is known as a proration. The amount upon which the proration is figured is only an estimate based upon (i) tax figures for the previous year, or, (ii) computation of tax liability for the property for the current year from current tax rates provided by the various taxing authorities.

*****NO TAX PRORATIONS*****

If the actual tax assessment exceeds the estimated amount prorated at closing, seller agrees to immediately reimburse the purchaser the additional sum owed for the period from January 1 up to the closing date. Should the actual tax assessments be less than the estimated amount prorated at closing, purchaser agrees to immediately reimburse the seller the excess amount prorated/credited at closing. **All parties understand that the Title Company will not be responsible for, nor will they be involved in any dispute concerning this tax proration settlement.** It is agreed that Seller and Purchaser will contact each other directly, and the refund will be paid immediately upon written notification (with supporting documentation) from the other party that same is due. It is agreed, as evidenced by this document, that SELLER shall be totally liable for the payment of any and all "rollback taxes" in the event said taxes are assessed at the time of any change in land usage

Purchaser specifically understands that, if the tax prorations for the current year are based upon a tax computation for the property as unimproved land and significant improvements have been added since the last tax assessment by the taxing authorities, the tax liability for the current year may be significantly higher than the tax computation figures upon which the tax proration is based. Purchaser further understands that the lender(s) in this transaction, if any, may choose to base payment into escrow reserves upon unimproved tax figures which could result in a significant escrow shortage on the loan when taxes are paid by the lender for the current year. Any demand by the lender(s) for reimbursement of the escrow shortage and/or readjustment of payments required into the escrow reserve could result in a significant increase of monthly payments due on the loan.

The purchasers have also been made aware that they must take a copy of their recorded deed when received to the Central Appraisal District in order to have the taxes changed into their names and file for any exemptions, which apply.

The undersigned further agree to indemnify and hold harmless Sierra Title Company and (name of underwriter) from any and all future loss, claims, or further cause of action, that may arise due to inadequacy, incompleteness, or inaccuracy of the tax computations for the tax figures used in the proration of taxes, or for action taken by **Sierra Title Company** and **SIERRA TITLE INSURANCE GUARANTY COMPANY**, based upon reliance on such inadequate, incomplete or inaccurate tax figures so used in the proration.

SELLER(S):

Hidalgo County Drainage District No. 1, a
political subdivision of the State of Texas
By: RAMON GARCIA, CHAIRMAN OF THE
BOARD

PURCHASER(S):

Hidalgo County Regional
Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way
Specialist

Witness my hand this the _____ day of _____, 2016.

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, by
_____ to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name

My Commission Expires: _____

Witness my hand this the _____ day of _____, 2016

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2016, by Hidalgo County
Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right
of Way Specialist, to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name
My Commission Expires: _____

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

SPECIAL WARRANTY DEED

HCRMA ROW CSJ: 3627-01-001

HCRMA TRACT: 40-P4

Grantor(s), whether one or more:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas

Grantor's Mailing Address (including county):

902 N. Doolittle Road
Edinburg, TX 78542
(Hidalgo County)

Grantee:

Hidalgo County Regional Mobility Authority

Grantee's Authority:

The HCRMA is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The HCRMA is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, TX 78577
(Hidalgo County)

Consideration:

The sum of Thirty-Three Thousand Four Hundred and No/100 Dollars (\$33,400.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.



Property:

All of that certain tract or parcel of land in Hidalgo County, Texas, being more particularly described in the attached **Exhibit "A"** (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTORS:

Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas:

By: _____
Ramon Garcia, Chairman of the Board

Acknowledgment

State of Texas,
County of Hidalgo:

This instrument was acknowledged before me on _____, 2016, by Ramon Garcia, as Chairman of the Board of Hidalgo County Drainage District No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

EXHIBIT "A"

Page 1 of 6
Survey Date: August 15, 2014
Revised Date: January 9, 2015
Parcel 40 P4

County: Hidalgo
Highway: HCRMA SH 365 – Seg. 1
Limits: From 987+00.00 to 1295+85.69
R.O.W. CSJ: 3627-01-001

Field Notes for Parcel 40 P4

A 363,842 square feet of land, more or less, being out of **LOTS 281, 282 AND 296, KELLY-PHARR SUBDIVISION**, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 3, Page 133, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1369, Page 660, H.C.D.R., by Hidalgo County, on June 21, 1973. Said 363,842 square feet being more particularly describe as follows:

COMMENCING on the northwest corner of said Lot 296, **THENCE** as follows:

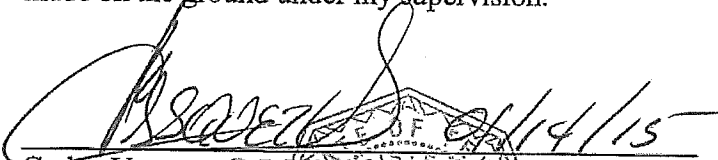
S 08° 30' 54" W, along the West line of Lot 296, a distance of 453.82 feet to a Set No. 5 rebar w/ Aluminum Disk, for the northwest corner of this tract and the **POINT OF BEGINNING**;

- (1) Thence N 54°22'01" E, a distance of 105.67 to a Set No. 5 rebar w/ Aluminum Disk, for an angle corner of this tract;
- (2) Thence, N 68°32'59" E, a distance of 211.79 feet to a Set No. 5 rebar w/ Aluminum Disk, for an angle corner of this tract;
- (3) Thence, S 41°48'49" E, a distance of 57.91 feet to a Set No. 4 rebar, for an inside corner of this tract;
- (4) Thence, N 51°51'01" E, a distance of 188.95 feet to a Set No. 5 rebar w/ Aluminum Disk, for angle corner of this tract;
- (5) Thence, N 68°32'59" E, a distance of 157.01 feet to a Set No. 5 rebar w/ Aluminum Disk, for point of curvature of this tract;
- (6) Thence, along said curve to the right with an interior angle of 19°39'28", a radius of 4150.00 feet, an arc length of 1423.84 feet, a tangent of 718.98 feet and a chord that bears N 78°22'43" E a distance of 1416.86 feet to Set No. 5 rebar w/ Aluminum Disk, for the northeast corner of this tract;

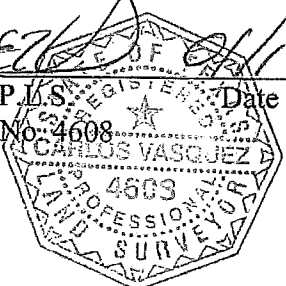
- (7) Thence, S 67°15'38" W, a distance of 678.26 feet to a Set No. 4 on the common line of said Lots 281 and 282, for an inside corner of this tract;
- (8) Thence, S 08°30'54" W, along the common line of Lots 281 and 282 and the East line of said Lot 292, a distance of 58.36 feet, to a Set No. 5 rebar w/Aluminum Cap on a curve, for an outside corner of this tract;
- (9) Thence, along said curve to the left with an interior angle of 07°04'21", a radius of 1975.10 feet, an arc length of 243.80 feet, a tangent of 122.06 feet and a chord that bears S 78°07'08" W a distance of 243.65 feet to Set No. 4 rebar, for an outside corner of this tract;
- (10) Thence S 74°40'54" W, a distance of 1193.40 feet to a Set No. rebar on the West line of said Lot 296, for the southwest corner of this tract;
- (11) Thence, N 08°30'54" E, along the West line of said Lot 296, a distance of 131.38 feet to the POINT OF BEGINNING, containing 363,842square feet of land, more or less.

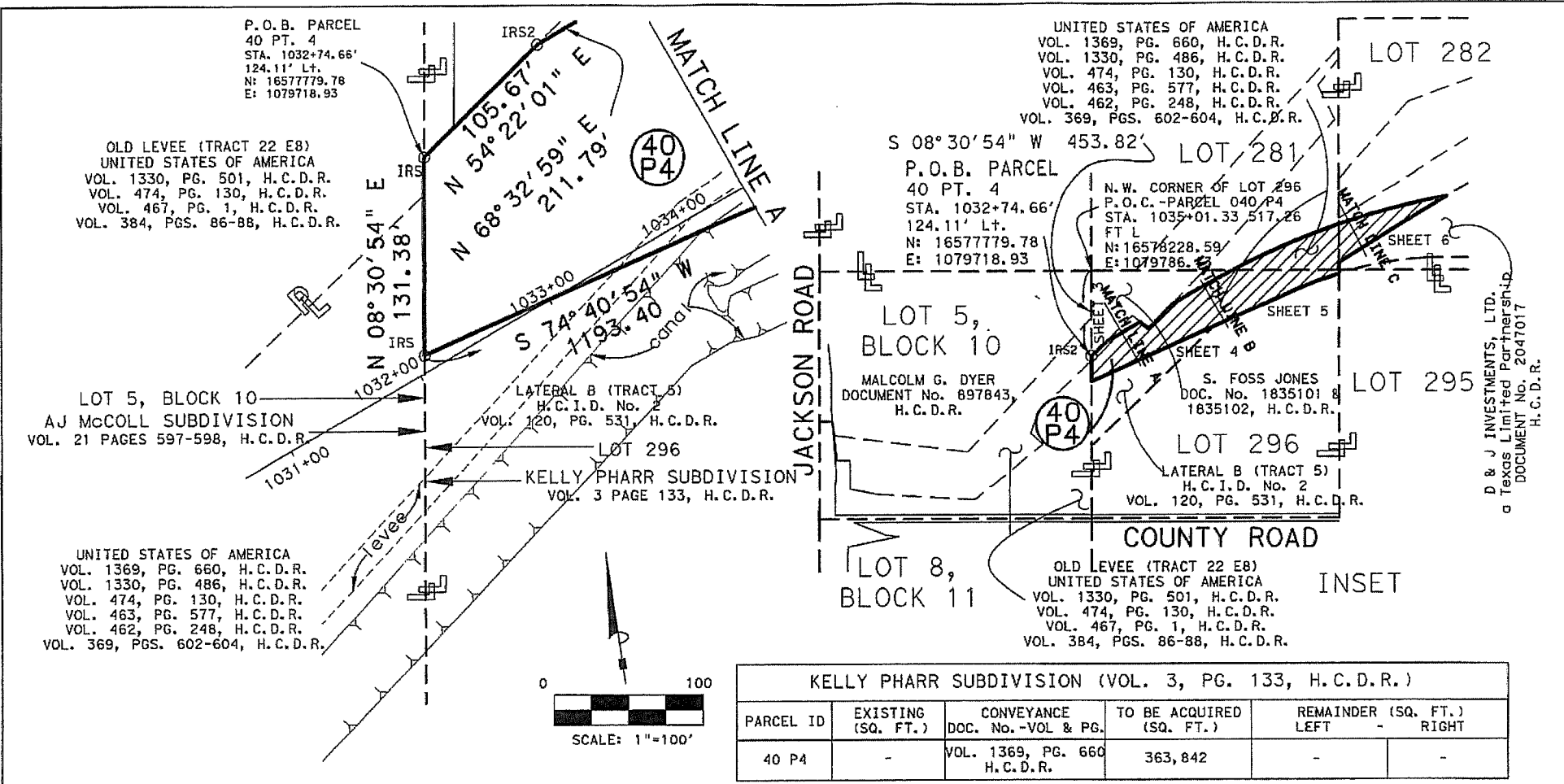
Note: The Point of Beginning of this description has Surface coordinates of X= 1,079,718.93 and Y= 16,577,779.78; All bearings are based on the Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone. All coordinates shown are surface and maybe converted to grid by multiplying by TXDOT conversion factor of 0.99996;

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



Carlos Vasquez, R.P.L.S. Date
Texas Registration No. 4608





OLD LEVEE (TRACT 22 E8)
 UNITED STATES OF AMERICA
 VOL. 1330, PG. 501, H.C.D.R.
 VOL. 474, PG. 130, H.C.D.R.
 VOL. 467, PG. 1, H.C.D.R.
 VOL. 384, PGS. 86-88, H.C.D.R.

LOT 5, BLOCK 10
 AJ McCOLL SUBDIVISION
 VOL. 21 PAGES 597-598, H.C.D.R.

UNITED STATES OF AMERICA
 VOL. 1369, PG. 660, H.C.D.R.
 VOL. 1330, PG. 486, H.C.D.R.
 VOL. 474, PG. 130, H.C.D.R.
 VOL. 463, PG. 577, H.C.D.R.
 VOL. 462, PG. 248, H.C.D.R.
 VOL. 369, PGS. 602-604, H.C.D.R.

LATERAL B (TRACT 5)
 H.C.I.D. No. 2
 VOL. 120, PG. 531, H.C.D.R.

LOT 296
 KELLY PHARR SUBDIVISION
 VOL. 3 PAGE 133, H.C.D.R.

UNITED STATES OF AMERICA
 VOL. 1369, PG. 660, H.C.D.R.
 VOL. 1330, PG. 486, H.C.D.R.
 VOL. 474, PG. 130, H.C.D.R.
 VOL. 463, PG. 577, H.C.D.R.
 VOL. 462, PG. 248, H.C.D.R.
 VOL. 369, PGS. 602-604, H.C.D.R.

LOT 5,
 BLOCK 10
 MALCOLM G. DYER
 DOCUMENT No. 897843,
 H.C.D.R.

N.W. CORNER OF LOT 296
 P.O.C. - PARCEL 040 P4
 STA. 1035+01.33 517.26
 FT L
 N: 16578228.59
 E: 1079786.5

S. FOSS JONES
 DOC. No. 1835101 &
 1835102, H.C.D.R.

LATERAL B (TRACT 5)
 H.C.I.D. No. 2
 VOL. 120, PG. 531, H.C.D.R.

LOT 8,
 BLOCK 11

OLD LEVEE (TRACT 22 E8)
 UNITED STATES OF AMERICA
 VOL. 1330, PG. 501, H.C.D.R.
 VOL. 474, PG. 130, H.C.D.R.
 VOL. 467, PG. 1, H.C.D.R.
 VOL. 384, PGS. 86-88, H.C.D.R.

INSET

KELLY PHARR SUBDIVISION (VOL. 3, PG. 133, H.C.D.R.)

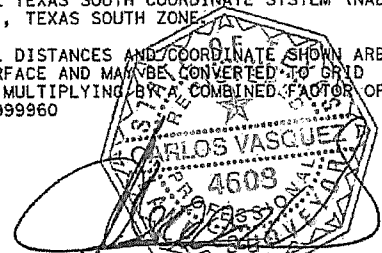
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. No. -VOL & PG.	TO BE ACQUIRED (SQ. FT.)	REMAINDER (SQ. FT.)	
				LEFT	RIGHT
40 P4	-	VOL. 1369, PG. 660 H.C.D.R.	363,842	-	-

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWNERSHIP LINES
- FENCE LINES
- EXIST. SWALE LINES
- EDGE OF PAVEMENT LINES
- EDGE OF CALICHE ROAD
- EDGE OF DIRT ROAD
- SANITARY SEWER LINES
- FIBER OPTIC LINES
- OVER HEAD POWER LINES
- CULVERTS & DRAINAGE LINES
- WATER LINES
- ACCESS CONTROL LINE
- ⊙ WATER VALVES AND METERS
- ⊙ SIGNS AND STOP SIGNS
- ⊙ IRRIGATION STAND PIPE
- ⊙ IRRIGATION VALVE
- ⊙ SANITARY SEWER MANHOLE
- ⊙ CONC. STRUCTURES
- ⊙ MONUMENTS
- IPF IRON PIPE FOUND
- IRF IRON ROD FOUND
- IRS SET No. 4 REBAR
- IRS2 SET No. 5 REBAR W/ ALUM DISK
- CPS SET COTTON PICKER SPINDLE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ⊙ POWER POLES & GUY WIRE
- ⑭ PARCEL NUMBER

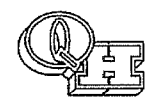
NOTES:

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- ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960



Carlos Vasquez RPLS No. 4608

Date: August 15, 2014
 Revised Date: January 9, 2015

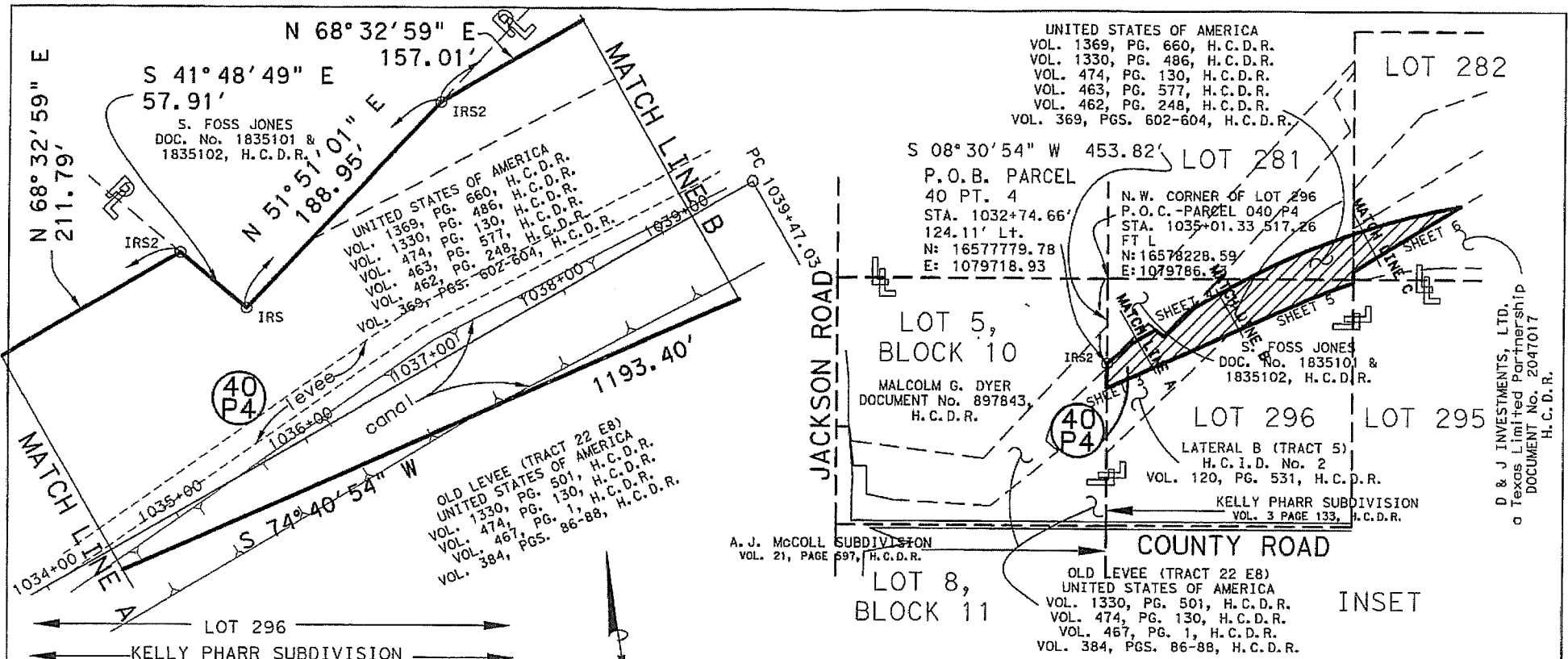


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.



PLAT OF SURVEY: 040 P4	
Dist. Name: PHARR	County: HIDALGO
RCSJ No: 3627-01-001	DATE: 8-15-14
Project : SH365-SEG. 1	Sht. No: 3 of 6
Name : U.S. 281	

D & J INVESTMENTS, LTD.
 a Texas Limited Partnership
 DOCUMENT No. 2047017
 H.C.D.R.



UNITED STATES OF AMERICA
 VOL. 1369, PG. 660, H.C.D.R.
 VOL. 1330, PG. 486, H.C.D.R.
 VOL. 474, PG. 130, H.C.D.R.
 VOL. 463, PG. 577, H.C.D.R.
 VOL. 462, PG. 248, H.C.D.R.
 VOL. 369, PGS. 602-604, H.C.D.R.

S 08° 30' 54" W 453.82'
 P.O.B. PARCEL
 40 PT. 4
 STA. 1032+74.66'
 124.11' Lt.
 N: 16577779.78
 E: 1079718.93

LOT 5,
 BLOCK 10
 MALCOLM G. DYER
 DOCUMENT No. 897843,
 H. C. D. R.

S. FOSS JONES
 DOC. No. 1835101 &
 1835102, H. C. D. R.

LOT 296
 LATERAL B (TRACT 5)
 H. C. I. D. No. 2
 VOL. 120, PG. 531, H. C. D. R.

KELLY PHARR SUBDIVISION
 VOL. 3 PAGE 133, H. C. D. R.

LOT 8,
 BLOCK 11

OLD LEVEE (TRACT 22 E8)
 UNITED STATES OF AMERICA
 VOL. 1330, PG. 501, H.C.D.R.
 VOL. 474, PG. 130, H.C.D.R.
 VOL. 467, PG. 1, H.C.D.R.
 VOL. 384, PGS. 86-88, H.C.D.R.

INSET

A. J. MCCOLL SUBDIVISION
 VOL. 21, PAGE 697, H. C. D. R.

D & J INVESTMENTS, LTD.
 o Texas Limited Partnership
 DOCUMENT No. 2047017
 H. C. D. R.

LOT 296
 KELLY PHARR SUBDIVISION
 VOL. 3 PAGE 133, H. C. D. R.



KELLY PHARR SUBDIVISION (VOL. 3, PG. 133, H. C. D. R.)

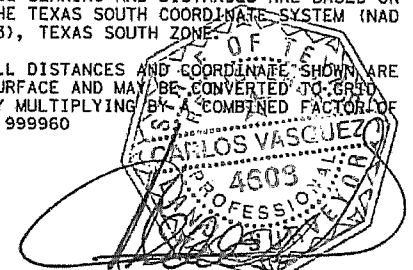
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. No. -VOL & PG.	TO BE ACQUIRED (SQ. FT.)	REMAINDER (SQ. FT.) LEFT	REMAINDER (SQ. FT.) RIGHT
40 P4	-	VOL. 1369, PG. 660 H. C. D. R.	363,842	-	-

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWNERSHIP LINES
- FENCE LINES
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- SANITARY SEWER LINES
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- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ⊙ POWER POLES & GUY WIRE
- ⑭ PARCEL NUMBER

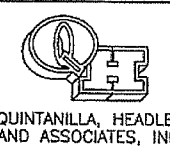
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Carlos Vasquez - RPLS No. 4603

Date: August 15, 2014
 Revised Date: January 9, 2015

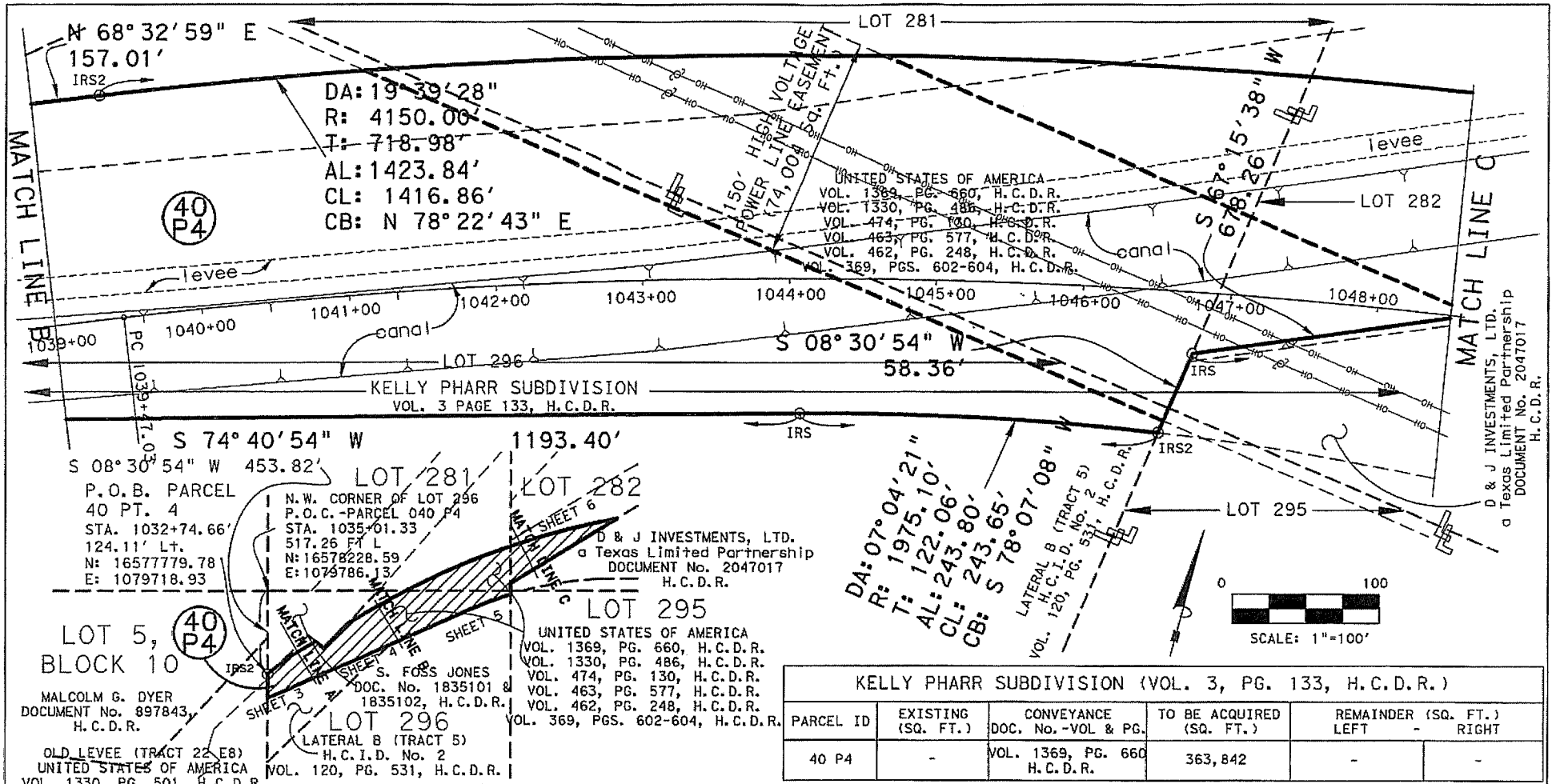


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.



PLAT OF SURVEY: 040 P4

Dist. Name: PHARR	County: HIDALGO
RCSJ No: 3627-01-001	DATE: 8-15-14
Project Name: SH365-SEG. 1 U.S. 281	Sht. No: 4 of 6



D & J INVESTMENTS, LTD.
 a Texas Limited Partnership
 DOCUMENT NO. 2047017
 H. C. D. R.

DA: 07° 04' 21"
 R: 1975.10'
 T: 122.06'
 AL: 243.06'
 CL: 243.80'
 CB: S 78° 07' 08"
 LATERAL B (TRACT 5)
 H.C.I.D. NO. 2
 VOL. 120, PG. 531, H.C.D.R.

DA: 19° 39' 28"
 R: 4150.00'
 T: 718.98'
 AL: 1423.84'
 CL: 1416.86'
 CB: N 78° 22' 43" E

N.W. CORNER OF LOT 296
 P.O.C. - PARCEL 040 P4
 STA. 1035+01.33
 517.26 FT L
 N: 16578228.59
 E: 1079786.13

MALCOLM G. DYER
 DOCUMENT NO. 897843,
 H. C. D. R.

OLD LEVEE (TRACT 22 E8)
 UNITED STATES OF AMERICA
 VOL. 1330, PG. 501, H.C.D.R.
 VOL. 474, PG. 130, H.C.D.R.
 VOL. 467, PG. 1, H.C.D.R.
 VOL. 384, PGS. 86-88, H.C.D.R.

LATERAL B (TRACT 5)
 H.C.I.D. No. 2
 VOL. 120, PG. 531, H.C.D.R.

KELLY PHARR SUBDIVISION (VOL. 3, PG. 133, H.C.D.R.)

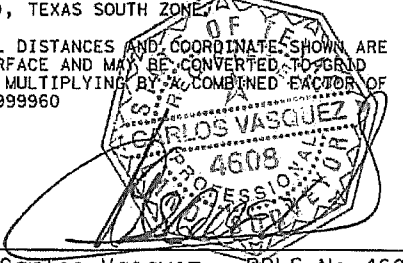
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. No. -VOL & PG.	TO BE ACQUIRED (SQ. FT.)	REMAINDER (SQ. FT.)	
				LEFT	RIGHT
40 P4	-	VOL. 1369, PG. 660 H.C.D.R.	363,842	-	-

LEGEND

- | | | | |
|-----|--------------------------------|--------|------------------------------|
| --- | LOT AND PROPERTY LINES | -@- | WATER VALVES AND METERS |
| --- | EXIST. ROW LINES | ⊙ | SIGNS AND STOP SIGNS |
| --- | PARCEL BOUNDARY LINES | ⊙ | IRRIGATION STAND PIPE |
| --- | EXIST. EASEMENTS INSIDE PARCEL | ⊙ | IRRIGATION VALVE |
| --- | EXIST. EASEMENT OUTSIDE PARCEL | ⊙ | SANITARY SEWER MANHOLE |
| --- | COMMON OWNERSHIP LINES | ⊙ | CONC. STRUCTURES |
| --- | FENCE LINES | ⊙ | MONUMENTS |
| --- | EXIST. SWALE LINES | IPF | IRON PIPE FOUND |
| --- | EDGE OF PAVEMENT LINES | IRF | IRON ROD FOUND |
| --- | EDGE OF CALICHE ROAD | IRS | SET No. 4 REBAR |
| --- | EDGE OF DIRT ROAD | IRS2 | SET No. 5 REBAR W/ ALUM DISK |
| --- | SANITARY SEWER LINES | CPS | SET COTTON PICKER SPINDLE |
| --- | FIBER OPTIC LINES | P.O.B. | POINT OF BEGINNING |
| --- | OVER HEAD POWER LINES | P.O.C. | POINT OF COMMENCEMENT |
| --- | CULVERTS & DRAINAGE LINES | ⊙ | POWER POLES & GUY WIRE |
| --- | WATER LINES | ④ | PARCEL NUMBER |
| --- | ACCESS CONTROL LINE | | |

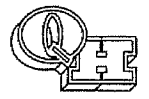
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Carlos Vasquez - RPLS No. 4608

Date: August 15, 2014
 Revised Date: January 9, 2015

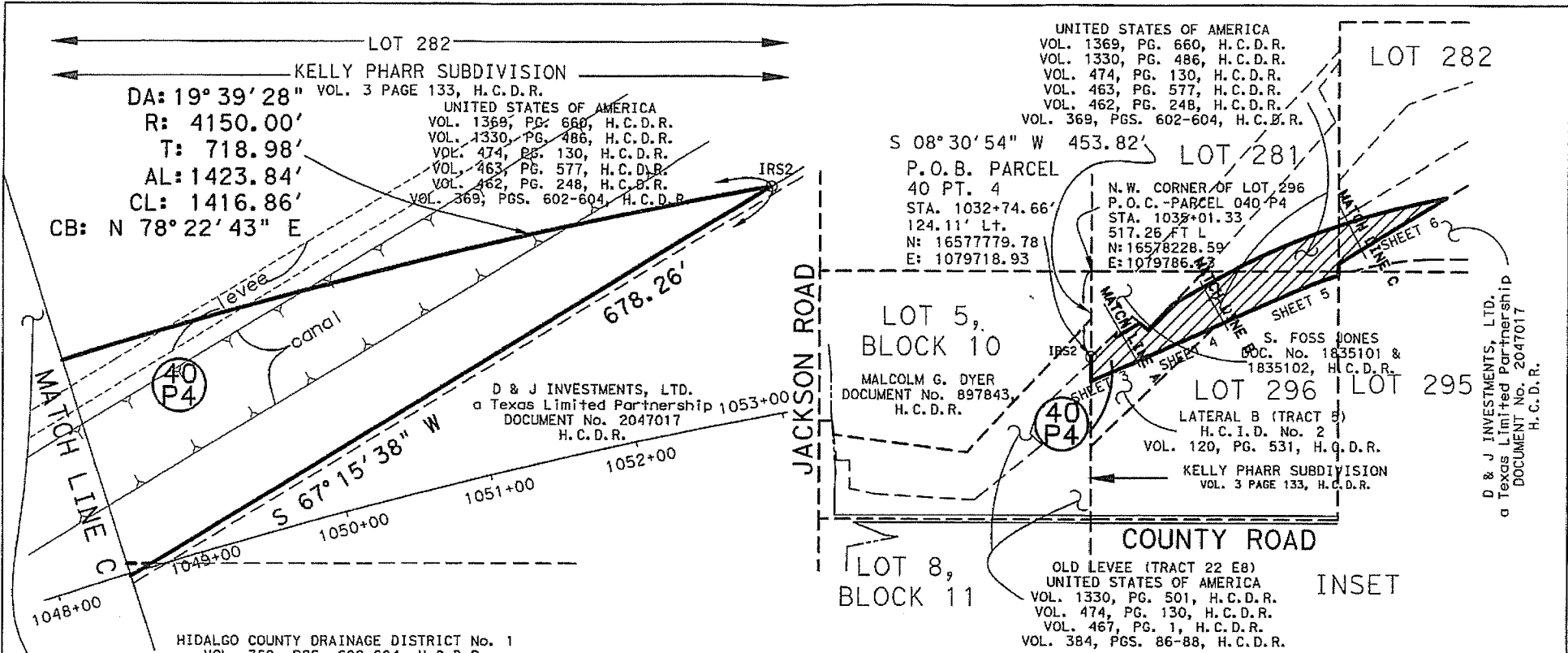


QUINTANILLA, HEADLEY AND ASSOCIATES, INC.



PLAT OF SURVEY: 040 P4

Dist. Name: PHARR		County: HIDALGO	
RCSJ No: 3627-01-001		DATE: 8-15-14	
Project Name: SH365-SEG. 1 U.S. 281		Sht. No: 5 of 6	



KELLY PHARR SUBDIVISION (VOL. 3, PG. 133, H.C.D.R.)

PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. No. -VOL & PG.	TO BE ACQUIRED (SQ. FT.)	REMAINDER (SQ. FT.) LEFT	RIGHT
40 P4	-	VOL. 1369, PG. 660 H.C.D.R.	363,842	-	-

- LEGEND**
- LOT AND PROPERTY LINES
 - EXIST. ROW LINES
 - PARCEL BOUNDARY LINES
 - EXIST. EASEMENTS INSIDE PARCEL
 - EXIST. EASEMENT OUTSIDE PARCEL
 - COMMON OWNERSHIP LINES
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 - ⊙ IRRIGATION VALVE
 - ⊙ SANITARY SEWER MANHOLE
 - ⊙ CONC. STRUCTURES
 - ⊙ MONUMENTS
 - ⊙ IRON PIPE FOUND
 - ⊙ IRON ROD FOUND
 - ⊙ SET No. 4 REBAR
 - ⊙ SET No. 5 REBAR W/ ALUM DISK
 - ⊙ SET COTTON PICKER SPINDLE
 - ⊙ P.O.B. POINT OF BEGINNING
 - ⊙ P.O.C. POINT OF COMMENCEMENT
 - ⊙ POWER POLES & GUY WIRE
 - ⑭ PARCEL NUMBER

NOTES:

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Cartos Vasquez - RPLS No. 4608
Date: August 15, 2014
Revised Date: January 9, 2015



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLAT OF SURVEY: 040 P4

Dist. Name: PHARR County: HIDALGO

RCSJ No: 3627-01-001 DATE: 8-15-14

Project : SH365-SEG. 1 Sht. No: 6 of 6
Name U.S. 281

A. U.S. Department of Housing and Urban Development

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input type="checkbox"/> Conv. Unins.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	
6. File Number 3153928		7. Loan Number
8. Mortgage Ins. Case No.		

Settlement Statement

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 ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. Name of Borrower: HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, PO BOX 1766, PHARR, TX 78577

E. Name of Seller: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdivision of the State of Texas, 902 N. DOOLITTLE ROAD, EDINBURG, TX 78572

F. Name of Lender:

G. Property Location: Lot 281, KELLY PHARR SUBDIVISION; Lot 296, KELLY PHARR SUBDIVISION
LOT 281 & KELLY PHARR SUBDIVISION, PHARR, TX 78577

H. Settlement Agent: Sierra Title of Hidalgo County, Inc.(956) 682-8321
Place of Settlement: 3401 N. 10TH Street, McAllen, TX 78501 (PARCEL 40 P4)

I. Settlement Date: 04/29/2016 **Proration Date:** 4/27/2016

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	33,400.00	401. Contract sales price	33,400.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	987.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. School Taxes		409. School Taxes	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	34,387.50	420. Gross amount due to seller:	33,400.00
200. Amounts paid by or in behalf of the borrower:		500. Reduction in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213. School Taxes		513. School Taxes	
214.		514.	
215.		515.	
216. ** NO PRORATIONS**		516. **NO PRORATIONS**	
217. *NO ACCOUNT ESTABLISHED GOVERNMENT PROPERTY**		517. * NO ACCOUNT ESTABLISHED GOVERNMENT PROPERTY**	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	0.00	520. Total reduction in amount due seller:	0.00
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	34,387.50	601. Gross amount due to seller (line 420)	33,400.00
302. Less amount paid by/for borrower (line 220)	0.00	602. Less total reduction in amount due seller(line 520)	0.00
303. CASH (X)FROM ()TO BORROWER	34,387.50	603. CASH ()FROM (X)TO SELLER	33,400.00

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, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) 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 INSTRUCTION - If this real estate was your principle 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).

You are required by law to provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number.

If you do not provide Sierra Title of Hidalgo County, Inc.(956) 682-8321 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

L. Settlement Charges

4/29/16 11:00 AM

File Number: 3153928

700. Total sales/broker commission		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:			
701.	\$		
702.	\$		
703.	Commission paid at settlement		
704.			
800. Items payable in connection with loan			
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.			
809.			
810.			
811.			
812.			
813.			
814.	Yield Spread Premium		
900. Items required by lender to be paid in advance			
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.			
905.			
1000. Reserves deposited with lender			
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments (maint.)		
1006.	School taxes		
1007.			
1008.			
1009.	Aggregate Adjustment		
1100. Title charges			
1101.	Settlement or closing fee to Sierra Title of Hidalgo County, Inc.	500.00	
1102.	Abstract or title search		
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation		
1106.	Notary fees		
1107.	Attorney's fees to		
	<i>includes above items no.:</i>		
1108.	Title insurance to Sierra Title of Hidalgo County, Inc.	405.00	
	<i>includes above items no.:</i>		
1109.	Lender's coverage		
1110.	Owner's coverage \$33,400.00 \$405.00		
1111.	State of Texas Policy Guaranty Fee		
1112.	Escrow fee		
1113.	Document review fee to LAW OFFICE OF JOHN KING		
1114.			
1200. Government recording and transfer charges			
1201.	Recording fees: Deed \$76.00	76.00	
1202.	City/county tax/stamps:		
1203.	State tax/stamps:		
1204.	Sate Guaranty Fee to Guaranty Fee	3.00	
1205.	Tax Service Fee		
1206.	E-FILLING FEE OR DEED to Sierra Title of Hidalgo County, Inc.	3.50	
1300. Additional settlement charges			
1301.	Survey		
1302.	Pest inspection		
1303.			
1304.			
1305.	HOA Assocation		
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	987.50	0.00

CERTIFICATION: 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 copy of HUD-1 Settlement Statement.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdiv

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Sierra Title of Hidalgo County, Inc.

Date

SELLER'S AND/OR PURCHASER'S STATEMENT Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.
Purchasers/Borrowers Sellers

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdiv

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.

ADDENDUM

G.F. No. 3153928

DATE: April 29, 2016

LOT 281 & KELLY PHARR SUBDIVISION , PHARR, Texas 78577

Line 303 Amount:

Line 603 Amount:

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 copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1, a political subdivision of the State of
Texas BY RAMON GARCIA CHAIRMAN OF
THE BOARD

Hidalgo County Regional
Mobility Authority, By:
Halff Associates, Inc.,
By: John Howell, Right of
Way Specialist

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause 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 Sections 1001 and 1010.

©©WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

SIERRA TITLE OF HIDALGO COUNTY, INC.
McAllen, Texas 78501

RE: GUARANTY FILE NUMBER: 3153928
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdivision of
the State of Texas to HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

Land:

Parcel 40 P-4:

A 363,842 square feet of land, more or less, being out of Lots 281, 282 AND 296, KELLY PHARR SUBDIVISION, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 3, Page 133, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1369, Page 660, H.C.D.R., by Hidalgo County, on June 21, 1973. Said 363,842 square feet being more particularly describe as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

1. Waiver of Inspection.

You may refuse to accept an Exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim of right adverse to the record owner of the land as shown in Schedule A of the Policy. The Company may require an inspection and an additional charge for reasonable and actual costs to inspect. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you waive inspection of the property and you accept the Exception in your policy.

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.

You may require deletion of the arbitration provision of the Owner Policy (T-1). If you do not delete this provision, either you or the Company may require arbitration, if the law allows and if the Policy provides so. 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.

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER CONTINUED:

GF Number: 3153928

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 Company. 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 to title on your land.

Date: April 29, 2016

Signature:

Hidalgo County Regional Mobility
Authority, By: Halff Associates,
Inc., By: John Howell, Right of Way
Specialist

AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS AND POSSESSION

(USE SEPARATE FORM FOR EACH PARTY)

TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING

File Number: 3153928

SUBJECT PROPERTY:

Lot 281 Block KELLY PHARR SUBDIVISION Section Phase (PARCEL 40-P-4)

STATE OF Texas
COUNTY OF Hidalgo

Before me, the undersigned authority on this day personally appeared HIDALGO COUNTY DRAINAGE DISTRICT NO. 1,a political subdivision of the State of Texas
Seller or Owner-Borrower* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

- 1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following: (If NONE, write "NONE" on blank line)

Creditor Approximate Amount

- 2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following: (If NONE, write "NONE" on blank line)

Creditor Approximate Amount

- 3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except as follows: (If NONE, write "NONE" on blank line)

- 4. No parties are in possession other than affiant, except as follows: (If NONE, write "NONE" on blank line)

- 5. *To be filled in if a sale -*The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: _____ Seller's address (office address, if seller is an entity; home address if seller is an individual) is: _____

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1,a
political subdivision of the State of Texas BY: RAMON
GARCIA CHAIRMAN OF THE BOARD

Sworn to and subscribed before me this _____.

Notary Public in and for the State of Texas

*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.

*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

**CERTIFICATION FOR NO INFORMATION REPORTING
ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE**

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III, and makes a "true" response to assurances (1) through (6) in Part II (or a "not applicable" response to assurance (6)), no information reporting to the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must either obtain a certification from each owner (whether married or not) or file an information return and furnish a payee statement for any owner that does not make the certification.

Part I. Seller Information

1. Name: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdivision of the State of Texas
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:
LOT 281 & KELLY PHARR SUBDIVISION
PHARR, Texas 78577
3. Taxpayer Identification Number (TIN): _____

Part II. Seller Assurances

Check "True: or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

- | | | |
|--------------------------|--------------------------|---|
| True | False | |
| <input type="checkbox"/> | <input type="checkbox"/> | (1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence. |
| <input type="checkbox"/> | <input type="checkbox"/> | (2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997). |
| <input type="checkbox"/> | <input type="checkbox"/> | (3) No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997. |
| <input type="checkbox"/> | <input type="checkbox"/> | (4) At least one of the following three statements applies:
The sale or exchange is of the entire residence for \$250,000 or less.
<p align="center">or</p> I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> the gain on the sale or exchange of the entire residence is \$250,000 or less.
<p align="center">or</p> I am married, the sale or exchange is of the entire residence for \$500,000 or less, <u>and</u> (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997). |
| <input type="checkbox"/> | <input type="checkbox"/> | (5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied. |
| True | False | N/A |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | (6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence. |

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

HIDALGO COUNTY DRAINAGE DISTRICT NO.
1, a political subdivision of the State of Texas BY:
RAMON GARCIA CHAIRMAN OF THE BOARD

Date

NOTE: REAL ESTATE REPORTING PERSON MUST RETAIN THIS CERTIFICATION
FOR FOUR YEARS AFTER THE YEAR OF THE SALE.

**CLOSING AFFIDAVIT
SELLER/PURCHASER/BORROWER**

Title Company: **Sierra Title Company of Hidalgo County, Inc.**
 File No.: **3153928**
 Purchaser(s)/ **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**
 Borrower(s):

Seller(s): **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a
 political subdivision of the State of Texas**

Lender:
 Property: **Lot 281 Block *, KELLY PHARR SUBDIVISION Section
 *, Phase * (PARCEL 40-P4)**

By initialing one or more of the following items as may be appropriate for this transaction, each Seller and/or Buyer/Borrower acknowledges understanding of the disclosure being made by Title Company and affirms the representation made to them by Title Company as indicated. Each such disclosure or representation may jointly benefit both Sierra Title Company of Hidalgo County, Inc. and its underwriter. Singular reference to Seller, Buyer and Borrower includes multiple individuals/entities identified above.
Any numbered item not applying to this transaction may be crossed out.

Seller(s) Initials: _____	Buyer(s)/ Borrower(s) Initials: _____	<u>WAIVER OF INSPECTION:</u> You may refuse to accept an exception to "Rights of Parties in Possession" in the Owner Title Policy to be issued. "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the Property or a portion thereof, under a claim of right adverse to the record owner of the property. Title Company may require an inspection and may charge for reasonable and actual costs to inspect. Title Company may make additional exceptions for matters the inspection reveals. If you initial this paragraph, you waive inspection of the Property and you accept the exception in your Owner Title Policy.
-------------------------------------	--	---

Buyer(s)/ Borrower(s) Initials: _____	<u>RECEIPT OF TITLE COMMITMENT:</u> You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction and you understand that your Owner Title Policy will contain the exceptions set forth in Schedule B of the Title Commitment, and any additional exceptions to title resulting from the documents involved in this transaction.
--	--

Buyer(s) Initials: _____	<u>NOTICE:</u> You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Title Commitment. These matters will affect your title and use of your Property. Your Owner Title Policy will be a legal contract between you and the Title Company. The Title Commitment and Owner Title Policy are not abstracts of title, title reports or representations of title. The Owner Title Policy is a contract of indemnity. Title Company does not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions to title on your property.
------------------------------------	---

Seller(s) Initials: _____	Buyer(s) Initials: _____	<u>PURCHASE ONLY (PLATTED PROPERTY)-SURVEY:</u> Purchaser understands that in connection with the present transaction Sierra Title Company of Hidalgo County, Inc. has been requested to issue its Mortgagee Title Policy to the Lender, and that in said Mortgagee Title Policy certain survey coverage has been requested by the Lender for which a new survey is typically required. Purchaser also understands that Seller may provide the following affidavit to the title company together with an original or legible copy of a previous survey in lieu of a new survey being obtained.
-------------------------------------	------------------------------------	--

Purchase also understands that survey coverage may be requested and provided for in the owner title policy upon payment of the applicable premium as called for in Rate Rule R-16.

Attached hereto is a true and correct copy of a survey dated
 *, prepared by *, Registered Public Land Surveyor,
 RPLS No. *, (hereinafter the "Previous Survey").

CLOSING AFFIDAVIT SELLER/PURCHASER/BORROWER

The present transaction does not cover any other property other than the property described in the Previous Survey.

I, the seller, in this transaction, swear, on my oath, that I have actual knowledge of the physical condition of the property since *, the effective date of the Previous Survey, and that no "structural" changes have been made to the property since that date.

- "Structural" changes include but are not limited to:
- (i.) improvements to the property such as additional rooms, garages, new fence, new parking lots, new swimming pool, hot tub, and decking for swimming pool and hot tub;
 - (ii.) alterations of the boundaries or fences of the property;
 - (iii.) construction projects on immediately adjoining property(ies), which construction occurred near the boundary of the property; or
 - (iv.) conveyance or replattings or easement grants or easement dedications by the affiant;
 - (v.) any other changes to the property which would be reflected by a current accurate survey.

I the purchaser in this transaction, accept the Previous Survey and understand that no new survey has been purchased.

Seller(s) Initials:	Buyer(s) Initials:
_____	_____
_____	_____

CONTROLLED BUSINESS AGREEMENT DISCLOSURE STATEMENT
TAX SERVICE: This is to give you notice that Sierra Title Company of Hidalgo County, Inc., has a business relationship with Tax Service of Hidalgo County, Inc., and that majority stockholder in Sierra Title Company of Hidalgo County, Inc., and the majority stockholder in Tax Service of Hidalgo County, Inc., are the same individual. Because of this relationship, this referral may provide Sierra Title Company of Hidalgo County, Inc., a financial or other benefit. Set forth below is the estimated charge or range of charges for settlement services listed. You are NOT required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDES AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES. Tax Information and Tax Certificates charge or range of charges \$54.13.

Seller(s) Initials:	Buyer(s) Initials:
_____	_____
_____	_____

PROPERTY TAX PRORATIONS: Property taxes for the current year have been prorated between Buyer and Seller, who each acknowledge understanding that these prorations are based either on tax amounts for the preceding year or on estimates of the appraised value and/or estimated tax rates for the current year. Buyer and Seller each agree that, when amounts of the current year's taxes become known and payable (on or about October 1st, they will adjust any matters of re-proration and reimbursement between themselves and that Title Company shall have no further liability or obligation with respect to these prorations. However, in the event of any conflict between this paragraph and the contract between Buyer and Seller, the contract will control.

Seller(s) Initials:	Buyer(s)/ Borrower(s) Initials:
_____	_____
_____	_____

TAX RENDETION AND EXEMPTIONS: Although the Hidalgo County Appraisal District (AD) may independently determine Buyer's new ownership and billing address through deed record research, Buyer is still obligated by law to "render" the Property for taxation by notifying the AD of the change in the Property's ownership and of Buyer's proper address for tax billing. Buyer is advised that taxes may have been assessed on the basis of various exemptions obtained by Seller:

- 1) Homestead _____
- 2) Over-65 _____
- 3) Disabled Veteran _____
- 4) Agricultural _____

To the extent that Buyer may qualify to continue these exceptions, it is the responsibility of Buyer to satisfy requirements of the AD within the period of time allowed. Buyer acknowledges understanding of these obligations and the fact that Title Company assumes no responsibility for further accuracy of

CLOSING AFFIDAVIT SELLER/PURCHASER/BORROWER

AD records concerning ownership, tax-billing address or status of exemptions.

Hidalgo County Appraisal District
4405 S. Professional Drive (on Trenton Rd between 281 & Sugar Rd.)
Edinburg, Texas 78540-0208 (956) 381-8466

Seller(s) Initials: _____
Buyer(s) Initials: _____

SPLIT OUT- TAXES Seller and Buyer agree and understand that taxes need to be "split out" at the Appraisal District. By our initialing this section, we agree to hold the Title Company harmless from any claim that may arise due to any further adjustments of the prorations after closing.

Seller(s) Initials: _____
Buyer(s)/ Borrower(s) Initials: _____

PRIOR YEAR TAXES PAID: Seller certifies all taxes for prior years have been paid in full. The undersigned Seller further agrees to reimburse Title Company for any and all unpaid taxes, penalties, interest and attorney fees due to taxes being due and/or unpaid as determined by the AD and/or taxing authorities.

Seller(s) Initials: _____
Buyer(s) Initials: _____

Seller further agrees that any default in prior payment of property taxes, either current or delinquent, will on demand, be promptly reimbursed by Seller to Title Company.

Seller(s) Initials: _____
Buyer(s) Initials: _____

COMMON KEY NOTICE: Buyer acknowledges that the Property being purchased has been and presently is accessible by means of a common or master key used by the Seller for this and other properties. Buyer is advised to have all locks on the Property immediately re-keyed, which will be at Buyer's expense. Buyer hereby releases Seller and Title Company from liability for any loss, damage, or injury that may result from future unauthorized entry by means of the common or master key.

Seller(s) Initials: _____
Buyer(s) Initials: _____

CLOSING DISCLAIMER: Seller and Buyer each acknowledge understanding that the above referenced transaction has not yet "closed". At this time, any change in possession of the property takes place **AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION HAS NOT "CLOSED" UNTIL:**

- A. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
- B. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION, INCLUDING THE LENDER IF ANY, AND BY TITLE COMPANY;
- C. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE; AND ALL NECESSARY DOCUMENTS ARE FILED OF RECORD IN THE APPROPRIATE PUBLIC RECORDS.

Buyer and Seller also recognize that neither **Sierra Title Company of Hidalgo County, Inc.** nor its underwriter are under any obligation to defend possession of the Property or to insure title of the Property, until such time as the above stated requirements have been fulfilled.

Seller(s) Initials: _____
Buyer(s)/ Borrower(s) Initials: _____

NON-RESIDENT ALIEN: Seller is not a non-resident alien for purposes of United States Income Taxation.

Buyer(s)/ Borrower(s) Initials: _____

DISCLOSURE TO PURCHASER: Undersigned Buyer/Borrower ("undersigned") acknowledges that **Sierra Title Company of Hidalgo County, Inc.**, has NOT performed a search of the real property records with reference to possible federal or state tax liens, abstract of judgments, or other involuntary liens which may have been filed against the Undersigned. Undersigned understands that such involuntary liens may need to be released prior to the resale or mortgaging of this property. The owner policy of title insurance does not protect the insured against involuntary liens filed against said insured.

Seller(s) Initials: _____
Buyer(s)/ Borrower(s) Initials: _____

AFFIDAVIT AS TO DEBTS & LIENS:

A.) I am over the age of 18 years.

**CLOSING AFFIDAVIT
SELLER/PURCHASER/BORROWER**

Seller(s) Initials: _____
Buyer(s) Borrower(s) Initials: _____

B.) My marital status has has not been changed (CHECK THE APPROPRIATE RESPONSE) since the date that I acquired the above described property.

Seller(s) Initials: _____
Buyer(s) Borrower(s) Initials: _____

C.) I have also been known by the following names in addition to the name listed above:

Seller(s) Initials: _____
Buyer(s) Borrower(s) Initials: _____

D.) I state under oath that all bills for labor performed and materials furnished for improvements (if any) made by, or for me have been paid, and that at present I do not owe any person or firm for such improvements; and there are no liens including federal or state tax liens or judgments liens of any kind; and no proceedings have been commenced in any federal court or state court to which I am a party, except:

\$ _____ to _____
\$ _____ to _____
\$ _____ to _____

Seller(s) Initials: _____
Buyer(s) Borrower(s) Initials: _____

E.) To my knowledge there are no loans or unpaid debts for any personal property fixtures which are located on the subject property and that no such items have been purchased on time-payment contact; and that there are no security interests on such property secured by financing statements, security agreements or otherwise, except:

\$ _____ to _____
\$ _____ to _____
\$ _____ to _____

Seller(s) Initials: _____
Buyer(s) Borrower(s) Initials: _____

F.) The amount due any lienholder was furnished by the lienholder and is good only through an anticipated disbursement date. Should there be any discrepancies **Sierra Title Company of Hidalgo County, Inc.** is hereby authorized to disburse any additional funds required by lienholder and adjust the net amount due the Seller by a like amount. Seller is aware that the lienholder has furnished a statement showing amounts due to payoff existing lien(s). In the event lienholder makes a demand for a greater amount than shown on payoff statement and closing statement, I agree to reimburse **Sierra Title Company of Hidalgo County, Inc.** for any funds advanced in order to cure any discrepancies or demand.

Seller(s) Initials: _____
Buyer(s) Borrower(s) Initials: _____

G.) To my knowledge, Owner's possession of the property has been peaceable and undisturbed and title to said property has never been disputed or questioned, nor do I have any knowledge of adverse claims against any portion of the property.

Seller(s) Initials: _____
Buyer(s) Borrower(s) Initials: _____

H.) I have not signed any contracts of sale, deeds, deeds of trust, mortgages or quitclaims affecting the property, except documents pertaining to the guaranty file listed above.

Seller(s) Initials: _____
Buyer(s) Borrower(s) Initials: _____

I.) I have no knowledge of any paving or mowing liens outstanding against the property.

BUYER'S MAILING ADDRESS VERIFICATION FORM
THIS FORM MUST BE FILLED OUT COMPLETELY

GF#: 3153928

Borrower/Buyer Name(s): HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit # or Apt. #)

P. O. Box

City

State

Zip Code

Phone Information

Buyer One

Buyer Two

Home Number: _____

Business Number: _____

Mobile Number: _____

Email Address: _____

Date of Birth: _____

Social Security #: _____

Drivers License #: _____

Hidalgo County Regional
Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way
Specialist

Date

Date

SELLER'S MAILING ADDRESS VERIFICATION FORM
THIS FORM MUST BE FILLED OUT COMPLETELY

GF#: 3153928

Seller Name(s): HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political subdivision of the State of Texas

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit # or Apt. #)

P. O. Box

City

State

Zip Code

Phone Information

Seller One

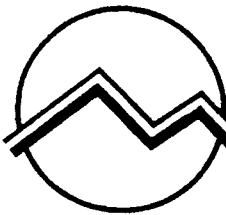
Seller Two

Home Number:	_____	_____
Business Number:	_____	_____
Mobile Number:	_____	_____
Email Address:	_____	_____
Date of Birth:	_____	_____
Social Security #:	_____	_____
Drivers License #:	_____	_____

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, a political
subdivision of the State of Texas BY: RAMON GARCIA
CHAIRMAN OF THE BOARD

Date

Date



SIERRA TITLE COMPANY

3401 North 10th Street • McAllen, Texas 78501 • TEL.: (956) 682-8321

**EXECUTED LETTER PERTAINING TO:
COMMISSIONERS' COURT SUBDIVISION REGULATIONS AND CITY'S ZONING
ORDINANCES & SUBDIVISION REGULATIONS**

DATE: _____, 2016

BUYER(S)/BORROWER(S): Hidalgo County Regional Mobility Authority

GF NUMBER: 3153928

PROPERTY:

Parcel 40 P-4:

A 363,842 square feet of land, more or less, being out of Lots 281, 282 AND 296, KELLY PHARR SUBDIVISION, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 3, Page 133, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1369, Page 660, H.C.D.R., by Hidalgo County, on June 21, 1973. Said 363,842 square feet being more particularly describe as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

Hidalgo County Regional Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way Specialist

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the ____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist.

Notary Public, State of
Notary's name (printed):

TAX PRORATION AGREEMENT

GF No. 3153928

Date: _____, 2016

SELLER: HIDALGO COUNTY DRAINAGE DISTRICT NO.1, a political subdivision of the State of Texas

BUYER: Hidalgo County Regional Mobility Authority

Parcel 40 P-4:

A 363,842 square feet of land, more or less, being out of Lots 281, 282 AND 296, KELLY PHARR SUBDIVISION, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 3, Page 133, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to United States of America, recorded in Volume 1369, Page 660, H.C.D.R., by Hidalgo County, on June 21, 1973. Said 363,842 square feet being more particularly describe as follows:

SEE EXHIBIT "A" ATTACHED.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof

Execution of this agreement indicates our understanding of the handling of the property taxes by the Title Company in the above referenced transaction. Since the amount of property taxes due for the current year cannot be determined at this time, the purchasers will be given credit for their share of the current year's taxes, in consideration of which purchaser will accept liability for and pay the total tax for the year when taxes are due. This closing procedure is known as a proration. The amount upon which the proration is figured is only an estimate based upon (i) tax figures for the previous year, or, (ii) computation of tax liability for the property for the current year from current tax rates provided by the various taxing authorities.

*****NO TAX PRORATIONS*****

If the actual tax assessment exceeds the estimated amount prorated at closing, seller agrees to immediately reimburse the purchaser the additional sum owed for the period from January 1 up to the closing date. Should the actual tax assessments be less than the estimated amount prorated at closing, purchaser agrees to immediately reimburse the seller the excess amount prorated/credited at closing. **All parties understand that the Title Company will not be responsible for, nor will they be involved in any dispute concerning this tax proration settlement.** It is agreed that Seller and Purchaser will contact each other directly, and the refund will be paid immediately upon written notification (with supporting documentation) from the other party that same is due. It is agreed, as evidenced by this document, that SELLER shall be totally liable for the payment of any and all "rollback taxes" in the event said taxes are assessed at the time of any change in land usage

Purchaser specifically understands that, if the tax prorations for the current year are based upon a tax computation for the property as unimproved land and significant improvements have been added since the last tax assessment by the taxing authorities, the tax liability for the current year may be significantly higher than the tax computation figures upon which the tax proration is based. Purchaser further understands that the lender(s) in this transaction, if any, may choose to base payment into escrow reserves upon unimproved tax figures which could result in a significant escrow shortage on the loan when taxes are paid by the lender for the current year. Any demand by the lender(s) for reimbursement of the escrow shortage and/or readjustment of payments required into the escrow reserve could result in a significant increase of monthly payments due on the loan.

The purchasers have also been made aware that they must take a copy of their recorded deed when received to the Central Appraisal District in order to have the taxes changed into their names and file for any exemptions, which apply.

The undersigned further agree to indemnify and hold harmless Sierra Title Company and (name of underwriter) from any and all future loss, claims, or further cause of action, that may arise due to inadequacy, incompleteness, or inaccuracy of the tax computations for the tax figures used in the proration of taxes, or for action taken by **Sierra Title Company** and **SIERRA TITLE INSURANCE GUARANTY COMPANY**, based upon reliance on such inadequate, incomplete or inaccurate tax figures so used in the proration.

SELLER(S):

Hidalgo County Drainage District No. 1, a
political subdivision of the State of Texas
By: RAMON GARCIA, CHAIRMAN OF THE
BOARD

PURCHASER(S):

Hidalgo County Regional
Mobility Authority,
By: Halff Associates, Inc.,
By: John Howell, Right of Way
Specialist

Witness my hand this the _____ day of _____, 2016.

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, by _____ to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name
My Commission Expires: _____

Witness my hand this the _____ day of _____, 2016

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2016, by Hidalgo County Regional Mobility Authority, By: Halff Associates, Inc., By: John Howell, Right of Way Specialist, to certify which witness my hand and seal of office.

Notary Public, in and for the State of

Notary's Printed Name
My Commission Expires: _____

AI -55033

12.

DRAINAGE DISTRICT

Meeting Date: 06/14/2016

Submitted Jaime Salazar

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

For:

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds

Budget: 320-Alamo Expressway Drain

Request approval to issue manual payment for Payment Application No. 6 in the amount of \$22,027.50 to Texas Cordia Construction, LLC pertaining to Construction Contract No. HCDD1-14-008-07-08 Pct.2 Alamo Expressway Drain.

Project Engineer: DOS Logistics, Inc.
PO#625452

BACKGROUND

Fiscal Impact

Attachments

TXCORDIA PMT#6-ALAMO EXPRESSWAY

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 04:33 PM
Final Approval	Monica Badillo	06/10/2016 04:53 PM
Form Started By: Claudette Guerrero		Started On: 06/10/2016 04:26 PM
Final Approval Date: 06/10/2016		



Hidalgo County Drainage District No. 1

902 North Doolittle Road

Edinburg, Texas 78542

Office: (956) 292-7080

Invoice Processing Routing Slip Invoice/ Backup

Date Received:

4/12/2016

Engineer/Firm Name:

DL, Inc./Texas Cordia

Project Name/Number:

Pct. 2 Alamo Expressway Drain

Invoice No.:

Application No. 6

Purchase Order No.:

625452

Received By:

Rosa Arce

Forwarded to:

Nora D. Cavazos
Claudette Guerrero

Date: _____

Date: _____

Total # of Pages Submitted:

27

Attachments:

Amount:

\$22,027.50

Forwarded to:

Jose N. Saldivar

Date: _____

Forwarded to:

Lora Briones

Date: _____

Additional Comments:

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Hidalgo County Drainage District No. 1
 902 N. Doolittle Rd
 Edinburg TX 78542

PROJECT: PCT. 2 Alamo Expressway Drain
 HCDD1-14-008-07-08

APPLICATION #: 6
APPLICATION DATE: 4/7/2016
PERIOD TO: 3/22/2016
PROJECT NO: 14-008-07-08
P.O. No.: 625452

FROM CONTRACTOR: Texas Cordia Construction, LLC
 3149-A Center Point Dr
 Edinburg TX 78539

ENGINEER: Dos Logistics, Inc.
 1002 E. Expressway 83
 Weslaco, TX 78596

CONTRACTOR FOR: PCT. 2 Alamo Expressway Drain

Distribution to:

<input checked="" type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	Engineer

CONTRACT DATE: 7/8/2014
CONTRACT DAYS: 120
CONTRACT FIRST WORK DAY:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM-----	\$	920,573.00
2. Net change by Change Orders-----	\$	58,101.78
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	978,674.78
4. TOTAL COMPLETED & STORED TO DATE-\$		181,446.60
A. MATERIALS ON HAND		24,475.00

- 5. RETAINAGE:**
- a. 10.0% of Completed Work (Column O on Continuation Sheet) \$ 18,144.66
 - b. 10.0% of Stored Material (Column O on Continuation Sheet) \$ 2,447.50

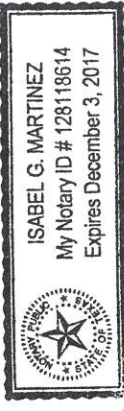
Total Retainage (Line 5a + 5b or Total in Column O of Continuation Sheet-----	\$	20,592.16
6. TOTAL EARNED LESS RETAINAGE-----	\$	185,329.44

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 less Line 5 Total) (Line 6 from prior Certificate)-----	\$	163,301.94
8. CURRENT PAYMENT DUE-----	\$	22,027.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	793,345.34
--	----	------------

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$58,101.78	
Total approved this Month	\$58,101.78	
TOTALS	\$58,101.78	
NET CHANGES by Change Order		\$58,101.78

CONTRACTOR: Sulist, PC
 By: Sulist, PC Date: 4/9/16



State of: Texas
 County of: Hidalgo
 Subscribed and sworn to before me this 7th day of April, 2016
 Notary Public: [Signature]
 My Commission expires: 12/3/17

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 22,027.50

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: Dos Logistics, Inc.

By: [Signature] Date: 4-8-16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.



Letter of Transmittal

To: Jaime Salazar
Hidalgo County Drainage District
902 N. Doolittle
Edinburg Texas

From: Oscar Cancino P.E.
Dos Logistics Inc.
1002 E. Expressway 83
Weslaco, TX 78596

Date: 4-11-16	Job No.:
Attention :	

Routing Method	
<input type="checkbox"/> US Mail	<input type="checkbox"/> Fax
<input checked="" type="checkbox"/> Hand Delivered	<input type="checkbox"/> E - Mail
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> FedEx Overnight

1 of 27

Sending the following:

- | | | |
|--|---|---------------------------------------|
| <input type="checkbox"/> Drawings | <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Daily Report |
| <input checked="" type="checkbox"/> Specifications | <input type="checkbox"/> Prints | <input type="checkbox"/> Copies |
| <input type="checkbox"/> Submittals | <input type="checkbox"/> Plans | <input type="checkbox"/> Samples |

Copies		Description
1	Each	Pay application #6 Alamo Expressway Drain

These are transmitted as checked below:

- | | | |
|--|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Return for corrections | <input type="checkbox"/> Returned _____ corrected prints |

Remarks

RECEIVED
 HIDALGO COUNTY
 DRAINAGE DISTRICT #1

APR 12 2016

2:07 AM / PM

Oscar Cancino - DLI
 SIGNATURE

RECEIVED BY: BY: Rosa Que

DATE RECEIVED: _____

April 8, 2016

Mr. Jaime Salazar, Buyer
Hidalgo County Drainage District No. 1
902 N. Doolittle Rd
Edinburg, TX. 78542

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

APR 12 2016

2:07 AM / PM

BY: Rosa Lu

Re: Pay Application No. 6
Project: PCT. 2 Alamo Expressway Drain
HCDD1-14-008-07-08

Mr. Salazar

Attached for payment is Pay Application No. 6 for the aforementioned project. The application has been reviewed and approved by Dos Logistics Inc. for further processing as follows:

Contract Amount...\$ 920,573.00
Pay Application Amount...\$22,027.50

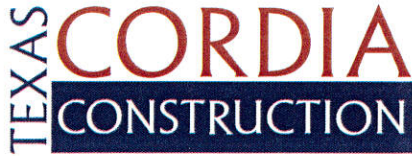
For the work period ending on March 22, 2016

If you should have any questions or comments please feel free to contact us at 956.968.8800.

Respectfully Submitted,



Oscar Cancino, P.E.
Principal
Dos Logistics, Inc.



3149-A Center Pointe Drive
Edinburg, TX 78539
O: 956-627-6181
F: 956-386-0289

March 22, 2016

Mr. Raul Sesin, P.E. CFM
District General Manager
Hidalgo Drainage District No. 1
902 N. Doolittle Road
Edinburg, Texas 78542

RE: Pct. 2 Alamo Expressway Drain
Application for Payment No. 6

Dear Mr. Sesin:

We hereby request release of retainage for 12" Diesel Pumps. Our vendor, Balch Machine Co., has mounted these pumps on the trailers. Said pumps had been in the possession of Hidalgo County District No. 1 since November 26, 2014. Therefore we request release of retainage in order to forward payment to our vendor. Please see attached letter (Exhibit A) from Balch Machine Co. Mounted pumps on trailers will not be released until they receive payment.

Mr. Sesin, your help in this resolving this matter is greatly appreciated.

Respectfully,

A handwritten signature in blue ink, appearing to read "Lydia Rodriguez". The signature is fluid and cursive.

Lydia Rodriguez
Project Controls

March 22, 2016

Dos Logistic, Inc.
Attn: Oscar Cancino, P.E.
1002 E. Expressway 83
Weslaco, Texas 78596

RE: Precinct No. 2 – Alamo Expressway Drain
HCDD1-14-008-07-08

Dear Mr. Cancino:

The following is a list of suppliers and/or subcontractors used in the above mentioned project as per the County's request:

- Balch Machine Co., Inc. (Supplier)
- Subcontractor (none)

If you have any questions, please contact me at (956) 627-6181.

Thank you,



Yara M. Corbitt, P.E.
Texas Cordia Construction

Balch Machine Company, Inc

7728 Padre Island Highway
Brownsville, TX 78521

Invoice

Date	Invoice #
12/1/2015	41798

Bill To
Texas Cordia Construction LLC 3149-A Center Pointe Drive Edinburg, Tx 78539

P.O. No.	Terms	Project
AL 2405		

Quantity	Description	U/M	Rate	Amount
2	New 7,000 Lb capacity Trailers with Duel Axle and Electrical Brakes, Installation of Pumps Pick up Pumps and Deliver Trailers with Mounted Pumps to Job Site Q 4886-1 TERMS: 30% Down Before Order of Trailers 45% on Delivery 25% net 30 Days after Delivery		5,350.00	10,700.00
			Total	\$10,700.00

Balch Machine Co.
7728 Padre Island Hwy
Brownsville, Tx 78521
(956) 831-2644
(956) 831-2274

March 18, 2016

Dos Logistics Engineering
1002 E Expressway
Weslaco, Tx 78596

Texas Cordia
3149-A Center Pointe Drive
Edinburg, Tx 78539

RE: Job for HCID, PCT 2 Alamo Expressway Drainage

Dear Sirs,


Attached find copy of past due invoice 41644 dated 10-06-15 for \$12,075.00 for retainage of pumps
And invoice 41798 dated 12-1-15 for balance trailer purchase.

We have since been given a job by you to mount these pumps on trailers. Our part of the project is complete, however, these items cannot be delivered until 90% of the retainage payment and 100% of payment for trailers is paid to us.

Your attention to this would be appreciated. Balch Machine has done what was requested.

Please contact me at 956-831-2644 with any questions that you might have.

Sincerely,


Sylvia Longoria
Office Manager
Balch Machine Co.

BALCH MACHINE CO., INC.

7728 Padre Island Hwy
BROWNSVILLE, TEXAS 78521

(956) 831-2644 Fax (956) 831-2274
www.balchmachine.com

INVOICE

40947

DATE INVOICE NO.

1/22/2015 40947

RECEIVED JAN 26 2015

BILL TO:

Texas Cordia Construction
3149-A Center Pointe Dr
Edinburg, Tx 78539

SHIP TO:

Texas Cordia Construction LLC
3149-A Center Pointe Drive
Edinburg, TX 78539

Alarm #2

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Net 30	CB	1/22/2015	Company ...	8-22-14	972058 2 centrifugal ..

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
	1 Fabrication	2 EA 12" x 10' Suction Hose		
		2 EA 12" x 10' Discharge Hose	1,700.00	1,700.00
		**Per Option Line on original Quote Sales Tax	8.25%	0.00
		<i>HCDD1</i>		

TOTAL	\$1,700.00
--------------	-------------------

BALCH MACHINE CO., INC.
 7728 Padre Island Hwy
 BROWNSVILLE, TEXAS 78521

INVOICE

40947
 INVOICE NO.
 40947

(956) 831-2644 Fax (956) 831-2274
 www.balchmachine.com

DATE
 1/22/2015

RECEIVED JAN 26 2015

BILL TO:

Texas Cordia Construction
 3149-A Center Pointe Dr
 Edinburg, Tx 78539

SHIP TO:

Texas Cordia Construction LLC
 3149-A Center Pointe Drive
 Edinburg, TX 78539

Alarm #2

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Net 30	CB	1/22/2015	Company ...	8-22-14	972058 2 centrifugal ..

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
		2 EA 12" x 10' Suction Hose		
		2 EA 12" x 10' Discharge Hose		
1	Fabrication	**Per Option Line on original Quote	1,700.00	1,700.00
		Sales Tax	8.25%	0.00
		<i>HCDD1</i>		

TOTAL \$1,700.00

BALCH MACHINE CO., INC.

7728 Padre Island Hwy
BROWNSVILLE, TEXAS 78521

(956) 831-2644 Fax (956) 831-2274
www.balchmachine.com

INVOICE

40837

RECEIVED DEC 03 2014

DATE

INVOICE NO.

12/2/2014

40837

BILL TO:

Texas Cordia Construction
3149-A Center Pointe Dr
Edinburg, Tx 78539

SHIP TO:

Texas Cordia Construction LLC
3149-A Center Pointe Drive
Edinburg, TX 78539

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
AL2402	Net 30	CB	11/18/2014	Company ...	8-22-14	972058 2 centrifugal ..
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
	I MISCELLA...	Final Billing: 2 EA Gorman Rupp Pump MOD PA 10A60-4045H Skid Mounted, Self-Priming Diesel Driven with Self contained Diesel Tank			11,050.00	11,050.00
		Pumps Delivered 11-21-14 to Hid. Co. Drain. Dist. #1				
		PL# 32646 Q 4811 Sales Tax			8.25%	911.63
					TOTAL	11,050.00 11,961.63



U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR
 Texas Cordia Construction, LLC
 ADDRESS 3149A Center Pointe Drive, Edinburg, TX 78539
 PROJECT AND LOCATION Pct. 2 Alamo Expressway Drain
 PROJECT OR CONTRACT NO. Contact No. HCDD1-14-008-07-08
 PAYROLL NO. 13 FOR WEEK ENDING 12/31/2015
 OMB No.: 1235-0008
 Expires: 01/31/2015

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS FROM WITHHOLDINGS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK		
			HOURS WORKED EACH DAY										FICA	WITH-HOLDING TAX	Employee Uniforms		OTHER	TOTAL DEDUCTIONS
			S	M	T	W	T	F	S									
NO WORK FROM 12/01/15 THRU 12/31/2015																		

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 01/06/2016

I, Melissa T. Colon Payroll Coordinator
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Texas Cordia Construction, LLC on the Pct. 2 Alamo Expressway Drain (Contractor or Subcontractor); that during the payroll period commencing on the 01 day of December, 2015, and ending the 31 day of December, 2015, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Texas Cordia Construction, LLC (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO WORK FROM 12/01/15 THRU 12/31/2015

NAME AND TITLE

Melissa T. Colon - Payroll Coordinator

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Date 02/03/2016

I, Melissa T. Colon Payroll Coordinator
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Texas Cordia Construction, LLC on the
(Contractor or Subcontractor)
Pct. 2 Alamo Expressway Drain; that during the payroll period commencing on the
(Building or Work)
01 day of January, 2016, and ending the 31 day of January, 2016,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

Texas Cordia Construction, LLC from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH


-- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO WORK FROM 01/01/16 THRU 01/31/16

NAME AND TITLE Melissa T. Colon - Payroll Coordinator	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	



PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 3149-A Center Pointe Drive
 Texas Cordia Construction, LLC Edinburg, Texas 78539
 PAYROLL NO. 15 FOR WEEK ENDING 02/27/2016 PROJECT AND LOCATION Pct. 2 Alamo Expressway Drain
 PROJECT OR CONTRACT NO. Contract No. HCDD1-14-008-07-08
 OMB No.: 1235-0008 Expires: 02/28/2018

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK		
			S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS	
			HOURS WORKED EACH DAY															
NO WORK FROM 02/01/16 THRU 02/27/16																		

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145), contractors and subcontractors performing work on Federally financed or assisted construction contracts to "turnish weekly a statement with respect to the wages paid each employee during the preceding week," U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, including time for reviewing instructions, gathering existing data sources, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 03/03/2016

I, Melissa T. Colon Payroll Coordinator
(Name of Signatory Party) (Title)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

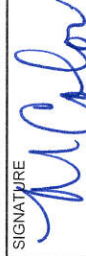
REMARKS:

NO WORK FROM 02/01/16 THRU 02/27/16

NAME AND TITLE

Melissa T. Colon - Payroll Coordinator

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

(1) That I pay or supervise the payment of the persons employed by Texas Cordia Construction, LLC on the (Contractor or Subcontractor)
Pct. 2 Alamo Expressway Drain; that during the payroll period commencing on the (Building or Work)
01 day of February, 2016, and ending the 27 day of February, 2016, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Texas Cordia Construction, LLC from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.



U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR
 Texas Cordia Construction, LLC
 ADDRESS 3149-A Center Pointe Drive
 Edinburg, Texas 78539
 OMB No.: 1235-0008
 Expires: 02/28/2018

PAYROLL NO. 16
 FOR WEEK ENDING 03/05/2016
 PROJECT AND LOCATION Pct. 2 Alamo Expressway Drain
 PROJECT OR CONTRACT NO. Contract No. HCDD1-14-008-07-08

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) DAYS OF ABSENCE OR REVISIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS
			28	29	01	02	03	04	05								
NO WORK FROM 02/28/16 THRU 03/05/16																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date 03/08/2016

I, Melissa T. Colon Payroll Coordinator
(Name of Signatory Party) (Title)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO WORK FROM 02/28/16 THRU 03/05/16

NAME AND TITLE

Melissa T. Colon - Payroll Coordinator

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

(1) That I pay or supervise the payment of the persons employed by Texas Cordia Construction, LLC on the (Contractor or Subcontractor)
Pct. 2 Alamo Expressway Drain, that during the payroll period commencing on the (Building or Work)
28 day of February, 2016, and ending the 05 day of March, 2016, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Texas Cordia Construction, LLC from the full (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS		PROJECT OR CONTRACT NO.	
Texas Cordia Construction, LLC	3149-A Center Pointe Drive Edinburg, Texas 78539		Contract No. HCDD1-14-008-07-08	
PAYROLL NO. 16	FOR WEEK ENDING	PROJECT AND LOCATION		
	03/05/2016	Pct. 2 Alamo Expressway Drain		

OMB No.: 1235-0008
Expires: 02/28/2018

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR WITHHOLDING	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS
			S	M	T	W	T	F	S								
NO WORK FROM 02/28/16 THRU 03/05/16																	

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Date 03/08/2016

I, Melissa T. Colon Payroll Coordinator
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Texas Cordia Construction, LLC on the (Contractor or Subcontractor)

Pct. 2 Alamo Expressway Drain, that during the payroll period commencing on the (Building or Work)
28 day of February, 2016, and ending the 05 day of March, 2016, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Texas Cordia Construction, LLC from the full (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

-- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO WORK FROM 02/28/16 THRU 03/05/16

NAME AND TITLE Melissa T. Colon - Payroll Coordinator	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Date 03/15/2016

I, Melissa T. Colon Payroll Coordinator
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Texas Cordia Construction, LLC on the Texas Cordia Construction, LLC (Contractor or Subcontractor) Pct. 2 Alamo Expressway Drain; that during the payroll period commencing on the 06 day of March, 2016, and ending the 12 day of March, 2016, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Texas Cordia Construction, LLC from the full (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

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(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

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(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NO WORK FROM 03/06/16 THRU 03/12/16

NAME AND TITLE Melissa T. Colon - Payroll Coordinator	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Zimbra

claudette.guerrero@hcdd1.org

Alamo Expwy Drain Pump Trailers

From : Jaime Salazar <jaime.salazar@hcdd1.org> Fri, Jun 10, 2016 04:43 PM
Subject : Alamo Expwy Drain Pump Trailers 📎 1 attachment
To : Claudette Guerrero <claudette.guerrero@hcdd1.org>
Cc : Jose Saldivar <noe.saldivar@hcdd1.org>, Lora Briones <lora.briones@hcdd1.org>

Claudette, this is to advise you that we have received (2) trailer pumps from Texas Cordia Construction for the above referenced project. Project Engineer has reviewed and signed off on the pumps. Please process for payment as Material on Hand. Appreciate your help!

Please let me know if you have any questions.

Thank you,



Jaime J. Salazar
Operations Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5811
Fax: (956)292-7089
jaime.salazar@hcdd1.org



Jaime J. Salazar
Operations Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5811
Fax: (956)292-7089
jaime.salazar@hcdd1.org

Jaime Signature.fw (5).png
136 KB

AI -55031

13.

DRAINAGE DISTRICT

Meeting Date: 06/14/2016

Submitted Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

For:

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A)(4) for a Professional Service.

B.) Presentation of scoring grid (for the purposes of ranking by HCDD1 Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Engineering Firms for the provision of "Construction Material Testing" for Tex Mex Drain Ditch Improvements.

FIRM NAME:	SCORE:	RANK:
MILLENNIUM ENGINEERS GROUP (MEG)	98	
CORTRAN ENGINEERING	96	
INTERNATIONAL CONSULTING ENGINEERS (ICE)	95	

C.) Requesting authority for Drainage District to negotiate a Professional Agreement for Engineering Services with the number one ranked firm of _____, as it relates to Construction Material Testing for Tex Mex Drain Ditch Improvements.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 04:47 PM
Final Approval	Monica Badillo	06/10/2016 05:13 PM
Form Started By: Jaime Salazar		Started On: 06/10/2016 04:04 PM
Final Approval Date: 06/10/2016		

AI -55034

14.

DRAINAGE DISTRICT

Meeting Date: 06/14/2016

Submitted Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

For:

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A)(4) for a Professional Service.

B.) Presentation of scoring grid (for purposes or ranking by HCDD1 Board of Directors) of the firms graded and evaluated through the District's approved "Pool" of Engineering Firms for the provision of "Construction Material Testing" for Kenyon Rd. & Mile 17 Area Drainage Improvements.

FIRM NAME:	SCORE:	RANK:
MILLENNIUM ENGINEERS GROUP	98	
INTERNATIONAL CONSULTING ENGINEERS	95	
LNV ENGINEERS	93	

C.) Requesting authority for Drainage District to negotiate a Professional Agreement for Engineering Services with the number one ranked firm of _____, as it relates to Construction Material Testing for Kenyon Rd. & Mile 17 Area Drainage Improvements.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 04:55 PM
Final Approval	Monica Badillo	06/10/2016 05:13 PM
Form Started By: Jaime Salazar		Started On: 06/10/2016 04:44 PM
Final Approval Date: 06/10/2016		

AI -55036

15.

DRAINAGE DISTRICT

Meeting Date: 06/14/2016

Submitted Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE
DISTRICT

For:

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to accept bid and approval to execute Requirements Agreement with lowest and best bid meeting all specified requirements for RFB No. HCDD1-16-027-06-01 "Gasoline, On & Off Highway Diesel Fuel"

BACKGROUND

Fiscal Impact

Attachments

[Bid Tabulation Sheet](#)

[Vendor Participation Log](#)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/10/2016 04:57 PM
Final Approval	Monica Badillo	06/10/2016 05:13 PM
Form Started By: Moises Salazar		Started On: 06/10/2016 04:52 PM
Final Approval Date: 06/10/2016		

BID TABULATION

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

“GASOLINE, ON & OFF HIGHWAY DIESEL FUEL”

BID No.: HCDD1-16-027-06-01

ITEM DESCRIPTIONS		VENDORS	
		Arguindegui Oil Co. II, Ltd	Gold Star Petroleum, Inc.
Unleaded Plus Gasoline , supplied by one of the refiners listed in current OPIS report Approximate Quantity: 50,000 Gallons Min. 89 Octane/IG API Regional Specs	OPIS PRICE	\$1.7308	\$1.7308
	STATE TAX	.2000	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0950	-0.0101
TOTAL PRICE PER GALLON		\$2.0258	\$1.9207
Super Unleaded Gasoline , supplied by one of the refiners listed in current OPIS report. Approximate Quantity: 40,000 Gallons Min. 91 Octane/1G API Regional Specs	OPIS PRICE	\$2.0204	2.0204
	STATE TAX	.2000	.2000
Margin of profit included remediation fees	MARGIN OF PROFIT	.0950	-0.0101
TOTAL PRICE PER GALLON		\$2.3154	\$2.2103

Unleaded Gasoline , supplied by one of the refiners listed in current OPIS report Approximate Quantity: 40,000 Gallons Min. 87 Octane/1G API Regional Specs	OPIS PRICE	\$1.5987	1.5987
	STATE TAX	.2000	.2000
Margin of profit included remediation fees	MARGIN OF PROFIT	.0950	-0.0101
TOTAL PRICE PER GALLON		\$1.8937	\$1.7886
Diesel Fuel #2 Grade,(Off Highway Use) , supplied by one of the refiners listed in current OPIS report Approximate Quantity: 50,000 Gallons 40 Cetane/1GXAPI Regional Specs (No oxinated and/or alcohol base compound may be added)	OPIS PRICE	\$1.5282	\$1.5282
	STATE TAX	.0000	.0000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0895	-0.0101
TOTAL PRICE PER GALLON		\$1.6177	\$1.5181
Diesel Fuel #2 Grade (Highway Use) , supplied by one of the refiners listed in current OPIS report Approximate Quantity: 50,000 Gallons 40 Cetane/1GXAPI Regional Specs. (No oxinated and/or alcohol base compound may be added)	OPIS PRICE	\$1.5418	\$1.5418
	STATE TAX	.2000	.2000
Margin of profit includes remediation fees	MARGIN OF PROFIT	.0895	-0.0101
TOTAL PRICE PER GALLON		\$1.8313	\$1.7317



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

VENDOR PARTICIPATION LOG

PROCUREMENT METHOD: RFB RFP WRITTEN QUOTES CSP OTHER _____

PROJECT No.	HCDD1-16-027-06-01
PROJECT TITLE:	<u>"Gasoline, On & Off Highway Diesel Fuel"</u>
BID OPENINGS DATE/TIME:	June 01, 2016 @ 9:30 am

VENDOR/COMPANY NAME	PACKET SENT TO E-MAIL ADDRESS OR VIA OTHER (*)	DATE	PHONE NO
Arguindegui Oil Co. Beto Lopez P.O. Box 1367 Laredo, Texas 78042	beto.lopez@argpetro.com	05/27/16	
Goldstar Petroleum JJ Rodriguez Celena Spiegelhauer P.O. Box 11151 Spring, Texas 77391	goldstarpetro@comcast.net	05/25/16	Tel: 281-379-5928
Oil Patch Fuel & Supply Inc. Orlando Garcia 4004 N. CAGE PHARR, TX 78577	Orlando.garcia@sbcglobal.net	05/27/16	Tel: 956-454-0392
Mansfield Oil Jessica Weaver Mansfield Oil Company, Inc. 1025 Airport Parkway SW Gainseville, GA 30501	mocbids@mansfieldoil.com	05/17/16	678.450.2240 (office) 678-450-2277 Fax 678-450-2242
Petroleum Traders Corporation Kelly Arnold	karnold@petroleumtraders.com	05/27/16	260-207-6375 Fax: 260-203-3862
SC Fuels Karen Koep	koepk@scfuels.com	05/27/16	805-389-3550
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Sun Coast Resources Inc. Michelle Pullins	mpullins@suncoastresources.com	05/27/16	713-969-3538 800-677-3835 ext 3538
SC Fuels Marisa Charette 1800 W. Katella Ave, Suite 400 Orange, CA 92867-4159	charettem@scfuels.com	05/17/16	714-516-7337 714-922-7200 fax

- * VIA: (IP) = In Person E-mail

