



A. Settlement Statement (HUD-1)

B. Type of Loan				6. File Number: 0003162576		7. Loan Number:		8. Mortgage Insurance Case Number:	
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.							
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.								
C. Note: <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i> (0003162576/34)									
D. Name and Address of Buyer: Hidalgo County Drainage No. 1 902 N. Doolittle Rd., Edinburg, TX 78542			E. Name and Address of Seller: County of Hidalgo 100 East Cano Second Floor, Edinburg, TX 78542			F. Name and Address of Lender:			
G. Property Location: Not known Pharr, TX 78577 Hidalgo County, Texas Lot(s): 229 Kelly-Pharr Subdivision			H. Settlement Agent: Sierra Title of Hidalgo County, Inc. (956)682-8321 3401 N. 10th St. McAllen, TX 78501 Place of Settlement: 3401 N. 10th St. McAllen, TX 78501			I. Settlement Date: May 19, 2017 Disbursement Date: May 19, 2017			

J. Summary of Buyer's Transaction	
100. Gross Amount Due from Buyer	
101. Contract sales price	1,289.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	854.63
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. Gross amount due from Buyer	2,143.63
200. Amounts Paid by or in Behalf of Buyer	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208. Seller Paid Buyer Closing Costs	
209.	
Adjustments for items unpaid by seller	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217. "NO TAX PRORATIONS" PARTIAL TAKE"	
218.	
219.	
220. Total paid by/for Buyer	0.00
300. Cash at Settlement from/to Buyer	
301. Gross amount due from Buyer (Line 120)	2,143.63
302. Less amount paid by/for Buyer (Line 220)	(0.00)
303. CASH FROM BUYER	2,143.63

K. Summary of Seller's Transaction	
400. Gross Amount Due to Seller	
401. Contract sales price	1,289.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. Gross amount due to Seller	1,289.00
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	To:
505. Payoff of second mortgage loan	To:
506.	
507.	
508. Seller Paid Buyer Closing Costs	
509.	
Adjustments for items unpaid by seller	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517. "NO TAX PRORATIONS" PARTIAL TAKE"	
518.	
519.	
520. Total reduction amount due Seller	0.00
600. Cash at Settlement from/to Seller	
601. Gross amount due to Seller (Line 420)	1,289.00
602. Less reductions due Seller (Line 520)	(0.00)
603. CASH TO SELLER	1,289.00

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges		Paid From Buyer's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees	\$0.00		
<i>Division of commission (line 700) as follows:</i>			
701.	to		
702.	to		
703.	Commission paid at settlement		
704.			
800. Items Payable in Connection with Loan			
801.	Our origination charge	(from GFE #1)	
802.	Your credit or charge (points) for the specific interest rate chosen	(from GFE #2)	
803.	Your adjusted origination charges	(from GFE #A)	
804.	Appraisal fee	(from GFE #3)	
805.	Credit report	(from GFE #3)	
806.	Tax service	(from GFE #3)	
807.	Flood certification	(from GFE #3)	
808.			
900. Items Required by Lender to be Paid in Advance			
901.	Interest from 05/19/17 to 06/01/17 to @ \$ /day (13 days @ %)	(from GFE#10)	
902.	Mortgage insurance premium for month to	(from GFE #3)	
903.	Homeowner's insurance for year to	(from GFE #11)	
904.	for year to		
1000. Reserves Deposited with Lender			
1001.	Initial deposit for your escrow account	(from GFE #9)	
1002.	Homeowner's insurance Months @ \$ per Month		
1003.	Mortgage insurance Months @ \$ per Month		
1004.	Property taxes Months @ \$ per Month		
1005.	School Taxes Months @ \$ per Month		
1006.	Irrigation Taxes Months @ \$ per Month		
1007.	Months @ \$ per Month		
1008.	Aggregate adjustment		
1100. Title Charges			
1101.	Title services and lender's title insurance	(from GFE #4)	500.00
1102.	Escrow Fee to Sierra Title of Hidalgo County, Inc.	\$500.00	
1103.	Owner's title insurance to Sierra Title of Hidalgo County, Inc.	(from GFE #5)	238.00
1104.	Lender's title insurance		
1105.	Lender's title policy limit		
1106.	Owner's title policy limit	\$1,289.00	
1107.	Agent's portion of the total title insurance premium to Sierra Title of Hidalgo Cour	\$202.30	
1108.	Underwriter's portion of the total title insurance premium to Chicago Title Insuran	\$35.70	
1109.	to Tax Service of Hidalgo County		0.00
1110.	Tax Service to Tax Service of Hidalgo County		54.13
1111.	State of Texas Policy Guaranty Fee (O) to Sierra Title of Hidalgo		3.00
1112.	E filing fee (S) to Sierra Title of Hidalgo County, Inc.		3.50
1200. Government Recording and Transfer Charges			
1201.	Government recording charges to Sierra Title of Hidalgo County, Inc.	(from GFE #7)	56.00
1202.	Deed \$ 56.00; Mortgage \$; Releases \$		
1203.	Transfer taxes	(from GFE #8)	
1204.	City/County tax/stamps Deed \$; Mortgage \$		
1205.	State tax/stamps Deed \$; Mortgage \$		
1300. Additional Settlement Charges			
1301.	Required services that you can shop for	(from GFE #6)	
1302.			
1303.			
1304.			
1305.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			854.63
			0.00

HUD-1, Attachment

Buyer: Hidalgo County Drainage No. 1
902 N. Doolittle Rd.
Edinburg, TX 78542

Seller: County of Hidalgo
100 East Cano Second Floor
Edinburg, TX 78542

Lender:

Settlement Agent: Sierra Title of Hidalgo County, Inc.
(956)682-8321

Place of Settlement: 3401 N. 10th St.

McAllen, TX 78501

Settlement Date: May 19, 2017

Disbursement Date: May 19, 2017

Property Location: Not known

Pharr, TX 78577

Hidalgo County, Texas

Lot(s): 229

Kelly-Pharr Subdivision

Title Services and Lender's Title Insurance

Payee/Description	Disclosure	Buyer	Seller
Sierra Title of Hidalgo County, Inc. Escrow Fee	(from GFE #4)	500.00	
Total Title Services and Lender's Title Insurance		500.00	

Hidalgo County Drainage No. 1

BY: _____
Hidalgo County Drainage No. 1 by Ramon Garcia,
Chairman of the Board

County of Hidalgo

BY: _____
Valde Guerra, Executive Officer

Sierra Title of Hidalgo County, Inc.
Settlement Agent

ADDENDUM

G.F. No.: 0003162576

DATE: May 19, 2017

Not known, Pharr, TX 78577

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.

County of Hidalgo

Hidalgo County Drainage No. 1

BY: _____
Valde Guerra, Executive Officer

BY: _____
Hidalgo County Drainage No. 1 by Ramon Garcia,
Chairman of the Board

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.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

May 19, 2017

RE: GF NO.: 0003162576

PROPERTY ADDRESS: Not known, Pharr, TX 78577

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.

Hidalgo County Drainage No. 1

County of Hidalgo

BY: _____
Hidalgo County Drainage No. 1 by Ramon Garcia,
Chairman of the Board

BY: _____
Valde Guerra, Executive Officer

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 Section 1001 and Section 1010.

TAX INFORMATION AND PRORATION AGREEMENT

Purchaser and Seller understand the Escrow Agent has assembled the information representing this transaction from the best available sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Purchaser and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or estimates for the current year. In the event of any change for the current year, all necessary adjustments must be made directly between the parties. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Title Company by Seller.

PURCHASER TO CLAIM HOMESTEAD EXEMPTION AT HIDALGO COUNTY APPRAISAL DISTRICT, 4405 S. PROFESSIONAL DRIVE, EDINBURG, TX 78540, BETWEEN JANUARY 1 AND MAY 1. PURCHASER UNDERSTANDS THAT IT IS HIS DUTY TO RENDER THIS PROPERTY TO THE APPROPRIATE TAXING BODIES, CLAIMING WHAT OTHER EXEMPTIONS TO WHICH HE MIGHT BE ENTITLED, AND TO VERIFY THE ASSESSMENT.

SELLER AGREES TO INDEMNIFY BUYER FOR ANY UNPAID PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY.

THE BUYER FURTHER UNDERSTANDS THAT THE OWNERS TITLE POLICY IS SUBJECT TO SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

Hidalgo County Drainage No. 1

County of Hidalgo

BY: _____
Hidalgo County Drainage No. 1 by Ramon Garcia,
Chairman of the Board

BY: _____
Valde Guerra, Executive Officer

**CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT -
TAX SERVICE**

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: Not known, Pharr, TX 78577
Date: May 19, 2017

This is to give you notice that **Sierra Title of Hidalgo County, Inc.** has a business relationship with **Tax Service of Hidalgo County** in that the majority stockholder in **Sierra Title of Hidalgo County, Inc.**, and the majority stockholder in **Tax Service of Hidalgo County** are the same individual. Because of this relationship, this referral may provide **Sierra Title of Hidalgo County, Inc.** a financial or other benefit.

Set forth below is the estimated charge or range of charges for the 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 PROVIDERS 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.

Provider of settlement services	Charge or range of charges
<u>Tax Information and Tax Certificates</u>	<u>\$54.13</u>

ACKNOWLEDGMENT

I/we have read the disclosure form and understand that **Sierra Title of Hidalgo County, Inc.** is referring me/us to purchase the above described settlement services(s) and may receive a financial or other benefit as a result of this referral.

Hidalgo County Drainage No. 1

County of Hidalgo

BY: _____
Hidalgo County Drainage No. 1 by Ramon Garcia,
Chairman of the Board

BY: _____
Valde Guerra, Executive Officer

DISPUTE RESOLUTION BY BINDING ARBITRATION

At any party's request, any and all disputes arising under or relating to this real estate closing and the closing or settlement services rendered by **Sierra Title of Hidalgo County, Inc.** will be submitted to an arbitrator or arbitrating body for binding arbitration and prompt resolution. Both the Title Company and Customer agree to be bound by this provision and the results of said arbitration. Customer understands and agrees that she/he has the right to consult independent counsel regarding this provision and if accepted, the provision will eliminate all Parties' right to a jury trial in any and all disputes that may arise against each other.

Hidalgo County Drainage No. 1

County of Hidalgo

BY: _____
Hidalgo County Drainage No. 1 by Ramon Garcia,
Chairman of the Board

BY: _____
Valde Guerra, Executive Officer

SIERRA TITLE OF HIDALGO COUNTY, INC.

TITLE COMPANY DISCLOSURES

GUARANTY FILE NO.: 0003162576

SELLER (whether one or more): County of Hidalgo

BUYER (whether one or more): Hidalgo County Drainage No. 1

LENDER:

PROPERTY: Not known, Pharr, TX 78577

By initialing some or all of the following items as may be appropriate for this transaction, each SELLER and/or BUYER acknowledges their understanding of the disclosures being made by Sierra Title of Hidalgo County, Inc. (hereinafter called "TITLE COMPANY"). Each disclosure is being made to BUYER and SELLER on behalf of both TITLE COMPANY and its title insurance underwriter.

**Buyer's
Initials**

1. WAIVER OF INSPECTION. In consideration of the issuance by TITLE COMPANY to BUYER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.

BUYER agrees to accept an Owner Title Policy containing the Schedule B exception for "RIGHTS OF PARTIES IN POSSESSION". "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right, adverse to the insured owner of the Property as shown on Schedule A of the Owner Title Policy. Within the meaning of this exception, "possession" includes open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located.

However, if the BUYER does not initial this paragraph, the BUYER is indicating the BUYER'S refusal to accept an Owner Title Policy containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". The TITLE COMPANY may then require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. TITLE COMPANY may make additional exceptions in Schedule B of the Owner Title Policy for matter as revealed by such inspection.

**Buyer's
Initials**

2. RECEIPT OF COMMITMENT. BUYER hereby acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and any copies of the documents described therein requested by BUYER. BUYER understands that the Owner Title Policy will contain the exceptions set forth in Schedule B of the Commitment for Title Insurance, together with any additional exceptions to title resulting from the final down date search of the public records and from the documents involved in this transaction and any additional exceptions for items shown in Schedule C of the Commitment for Title Insurance which have not been resolved.

**Buyer's
Initials**

3. UNSURVEYED PROPERTY. BUYER understands that no up-to-date survey of the Property has been done in connection with this transaction and that the Owner Title Policy to be issued to BUYER will not provide title insurance coverage against encroachments and/or protrusions of improvements, boundary conflicts, or other matters that would be found by a current survey. TITLE COMPANY has not attempted to determine if the Property lies in a special flood hazard area, and TITLE COMPANY has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. BUYER is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.

Buyer's Initials

4. **BOUNDARY COVERAGE.** As proposed to be issued, BUYER'S Owner Title Policy will contain a general exception to any discrepancies or conflicts in area or boundary lines, and any encroachments, protrusions, or overlapping of improvements. On payment of an additional 15% of the Owner Title Policy premium, policy coverage against these matters is available, subject to TITLE COMPANY'S approval of a current survey of the Property and without limiting specific exceptions to matters disclosed by the survey. BUYER DECLINES TO OBTAIN THIS ADDITIONAL COVERAGE.

Seller's Initials **Buyer's Initials**

5. **PROPERTY TAX PRORATIONS.** Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these prorations are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. SELLER warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the SELLER shall reimburse TITLE COMPANY, on demand, for any sums paid by the TITLE COMPANY to pay such taxes, and any related penalty and interest.

BUYER and SELLER each agree that, when the amount of the current year's taxes become known and payable they will adjust any changes of the proration and reimbursement between themselves and the TITLE COMPANY shall have no liability or obligation with respect to these prorations.

Buyer's Initials

6. **TAX RENDITION AND EXEMPTIONS.** Although the Tax Appraisal District may independently determine BUYER'S new ownership and billing address, BUYER is still obligated by law to "render" the Property for taxation by notifying the Tax Appraisal District of the change in the Property's ownership and of BUYER'S proper address for tax billing. BUYER is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by SELLER (i.e., homestead or over-65).

It is the BUYER'S responsibility to qualify for BUYER'S own tax exemptions and to meet any requirements prescribed by the taxing authorities. BUYER acknowledges and understands these obligations and the fact that TITLE COMPANY assumes no responsibility for future accuracy of Tax Appraisal District records concerning ownership, tax-billing address, or status of exemptions.

Buyer's Initials

7. **HOMEOWNER'S ASSOCIATION.** BUYER acknowledges that ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association, to which monthly or annual dues or assessments may be owed. These dues or assessments may be enforceable by a lien against the Property. BUYER understands that the Association (or its managing agent) should be contacted by BUYER immediately to ascertain the exact amount of future dues or assessments. TITLE COMPANY has made no representations with respect to, such Associations' annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. BUYER accepts sole responsibility to obtain such information and verify its accuracy to BUYER'S satisfaction.

Seller's Initials **Buyer's Initials**

8. **CLOSING DISCLAIMER.** SELLER and BUYER each acknowledge and understand that the above referenced transaction has not yet "closed". Any change in the possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION IS 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 AND BY TITLE COMPANY; AND,
- c. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

Buyer's Initials

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

You may require deletion of the arbitration provision of the Owner Title Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision. IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 9.

Seller's
Initials

10. IRS REPORTING. SELLER acknowledges having received at closing a copy of the HUD-1 Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the HUD-1 Statement will be furnished to the Internal Revenue Service.

Seller's
Initials

Buyer's
Initials

11. ERRORS AND OMISSIONS. In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or to a mutual mistake on the part of the TITLE COMPANY and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such inaccuracy or misstatement.

Buyer's
Initials

12. ATTORNEY REPRESENTATION AND NOTICE. BUYER may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the title and use of the Property. The Title Insurance Policy will be a legal contract between BUYER and the underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy is an abstract of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the property.

SELLER SIGNATURE

County of Hidalgo

BY: _____
Valde Guerra, Executive Officer

Subscribed and sworn to before me this _____ day of _____, _____.

By: _____

Notary Public

BUYER SIGNATURE

Hidalgo County Drainage No. 1

BY: _____
Hidalgo County Drainage No. 1 by Ramon Garcia,
Chairman of the Board

Subscribed and sworn to before me this _____ day of _____, _____.

By: _____

Notary Public

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: **Chicago Title Insurance Company** ("Title Insurer")
Sierra Title of Hidalgo County, Inc. ("The Company")

RE: County of Hidalgo to Hidalgo County Drainage No. 1

GF (File) No.: **0003162576**

Land: **Parcel 5:**

Being a 30,347 square foot or 0.6967 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 229, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 15.75 acre tract of land conveyed to County of Hidalgo, described in Document Number 1952118, of the Official Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No. 1 Right of Way Easement as described in Volume 1028, Page 530, of the Deed Records, Hidalgo County, Texas, said 30,347 square foot or 0.6967 of an acre tract of land being more particularly described by metes and bounds 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 the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

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

2. Receipt of Commitment

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

3. Survey

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

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

4. Arbitration

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

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

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

5. Notice

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title.

They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Date: May 19, 2017

Signature:

Hidalgo County Drainage No. 1

BY: _____
Hidalgo County Drainage 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 No.: 0003162576
SUBJECT PROPERTY: Lot(s): 229
Kelly-Pharr Subdivision

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority on this day personally appeared County of Hidalgo.
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:

100 East Cano Second Floor, Edinburg, TX 78542

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.

County of Hidalgo

BY: _____
Valde Guerra, Executive Officer

Subscribed and sworn to before me this _____ day of _____, _____.

By: _____

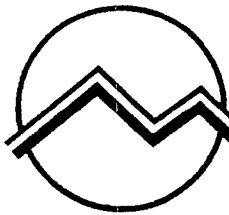
Notary Public

*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.

Revised 01/02



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: _____

BUYER(S)/BORROWER(S): Hidalgo County Drainage District No. 1

GF NUMBER: 3162576

PROPERTY:

Parcel 5:

Being a 30,347 square foot or 0.6967 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 229, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 15.75 acre tract of land conveyed to County of Hidalgo, described in Document Number 1952118, of the Official Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No. 1 Right of Way Easement as described in Volume 1028, Page 530, of the Deed Records, Hidalgo County, Texas, said 30,347 square foot or 0.6967 of an acre tract of land being more particularly described by metes and bounds as follows;

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 DRAINAGE DISTRICT NO. 1,

BY: _____
RAMON GARCIA, CHAIRMAN OF THE BOARD

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ DAY OF _____ 2016, BY HIDALGO COUNTY DRAINAGE DISTRICT NO.

BY: _____
RAMON GARCIA, CHAIRMAN OF THE BOARD

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Parcel No. 5

Date: May 3, 2017

Grantor: County of Hidalgo

Grantor's Mailing Address:

100 East Cano Second Floor

Edinburg, Texas 78539

Grantee: Hidalgo County Drainage District No. 1

Grantee's Mailing Address:

902 N. Doolittle Rd.

Edinburg, Texas 78542

Consideration:

The sum of One Thousand Two Hundred Eighty Nine and no/100 Dollars **(\$1,289.00)** 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 (including any improvements):

That certain real property located in Hidalgo County, Texas, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

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 Exceptions to conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors 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 claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

County of Hidalgo

Ramon Garcia
Ramon Garcia (County Judge)

APPROVED BY
COUNTY CLERK
11/10/17

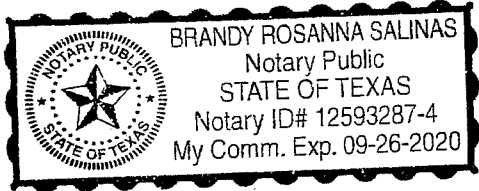
Corporate Acknowledgment

State of Texas

County of Hidalgo

This instrument was acknowledged before me on this 8th, day of May, 2017

By: Ramon Marcia, of the County of Hidalgo, a governmental entity, on behalf of said entity.




Notary Public's Signature

After recording please return this instrument to:

Mr. Jaime Cruz or Jaime Salinas
Hidalgo County Pct. 2
300 W. Hall Acres Rd., Ste. G
Pharr, Tx 78577

CERTIFICATE OF RECORDING

THE STATE OF TEXAS, §
COUNTY OF HIDALGO §

Parcel No. 5

County: Hidalgo, Precinct 2
WA#10: HCDD No. 1 Drain Right of Way Project

Exhibit: A
FIELD NOTES FOR PARCEL 5

Being a 30,347 square foot or 0.6967 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 229, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 15.75 acre tract of land conveyed to County of Hidalgo, described in Document Number 1952118, of the Official Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No.1 Right of Way easement as described in Volume 1028, Page 530, of the Deed Records, Hidalgo County, Texas, said 30,347 square foot or 0.6967 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at the Southwest corner of said Lot 229, Kelly-Pharr Subdivision;

Thence with the West line of said Lot 229, North 08°32'07" East a distance of 1,185.00 feet to a 5/8" iron pin (N=16,587,953.3371, E=1,085,246.6348) with plastic cap stamped "R.O.W.S. PROP. COR." set for a cut back corner in said Hidalgo County Drainage District No.1 Right of Way easement, for the Southwest corner and Point of Beginning of this herein described tract of land;


1. Thence continuing with the West line of said Lot 229, North 08°32'07" East a distance of 135.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Northwest corner of said Hidalgo County Drainage District No.1 Right of Way easement and this herein described tract of land;
2. Thence with the North line of said Lot 229, the North line of said Hidalgo County Drainage District No. 1 Right of Way Easement, South 81°27'53" East a distance of 521.95 feet to the Northwest corner of Los Marineros Phase I Subdivision, as recorded in Volume 34, Page 82, of the Map Records, Hidalgo County, Texas, for the Northeast corner of this herein described tract of land;
3. Thence with the West line of said Los Marineros Phase I Subdivision and the East line of said called 15.75 acre tract of land, South 08°32'07" West a distance of 50.00 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for the Southeast corner of this herein described tract of land;
4. Thence across and through said called 15.75 acre tract of land, with the South line of said Hidalgo County Drainage District No.1 Right of Way easement, North 81° 27' 53" West a distance of 421.96 feet to a 5/8" iron pin with plastic cap stamped "R.O.W.S. PROP. COR." set for a cut back corner;

5. **Thence** continuing across and thorough said called 15.75 acre tract of land, South 58°10'07"
West a distance of 131.24 feet to the **Point of Beginning** and being 30,347 square foot or 0.6967
of an acre tract of land.

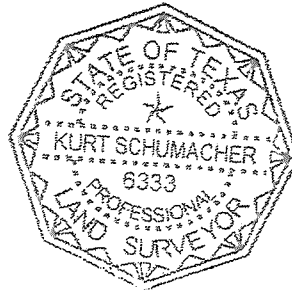
Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface
using a grid to surface adjustment factor of 1.00004.

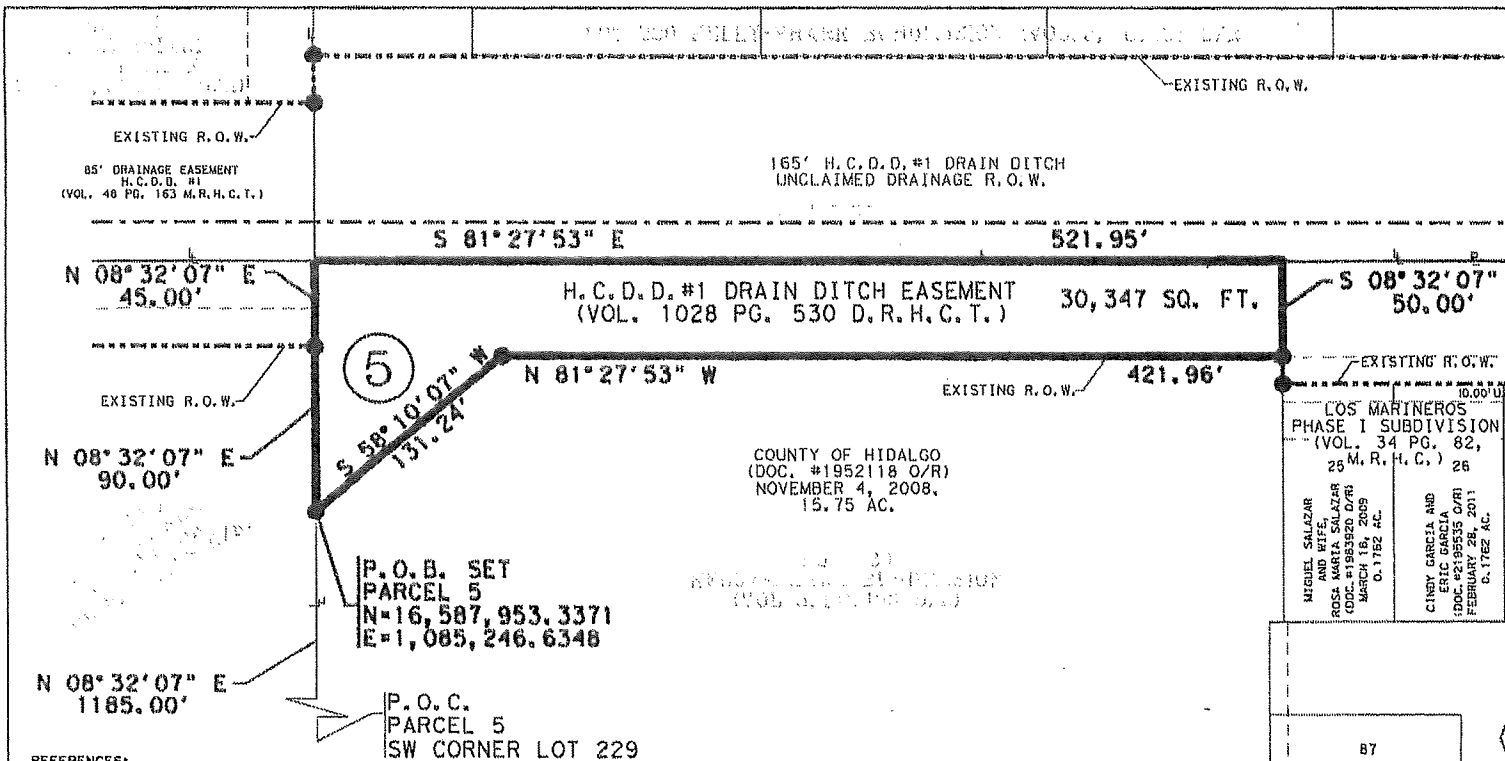
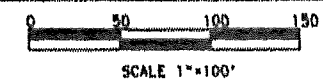
A plat survey of even survey date herewith accompanies this description.

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

 06/10/2016

Kurt Schumacher
Registered Professional Land Surveyor
Texas Registration No. 6333





- NOTES:**
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
 2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

LOS MARTINEROS
 PHASE I SUBDIVISION
 (VOL. 34 PG. 82,
 25 M. R. H. C.) 26

NIGUEL SALAZAR
 AND WIFE,
 ROSA MARIA SALAZAR
 (DOC. #1983920 D/R)
 MARCH 18, 2009
 0.1782 AC.

CINCY GARCIA AND
 ERIC GARCIA
 (DOC. #1983933 D/R)
 FEBRUARY 12, 2011
 0.1782 AC.

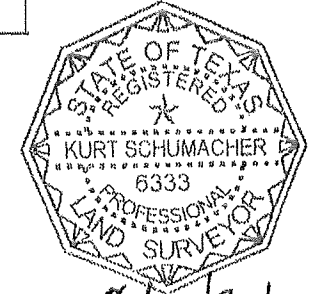
COUNTY OF HIDALGO
 (DOC. #1952118 O/R)
 NOVEMBER 4, 2008,
 15.75 AC.

P.O.B. SET
 PARCEL 5
 N=16,587,953.3371
 E=1,085,246.6348

P.O.C.
 PARCEL 5
 SW CORNER LOT 229

REFERENCES:

1. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BY MAYE E. PELT, DATED JANUARY 18, 1962, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1028, PAGE 530, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. WATER LINE GRANTED TO MILITARY HIGHWAY WATER SUPPLY CORPORATION, DATED MARCH 26, 1979, RECORDED IN VOLUME 1634, PAGE 986, DEED RECORDS HIDALGO COUNTY, TEXAS.
3. EASEMENTS AND CONDITIONS AS SHOWN ON THE MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 3, PAGES 133-134, MAP RECORDS HIDALGO COUNTY, TEXAS.
4. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.
5. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.
6. ALL RIGHTS, TITLES, AND INTERESTS IN AND TO ALL PORTIONS OF THE PROPOSED INSURED LAND LYING WITHIN A DRAINAGE DITCH, DRAINAGE PIPE, DRAINAGE LINE, A CANAL OR IRRIGATION LINE AS MAY BE CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.



METES & BOUNDS DESCRIPTION
 ACCOMPANIES THIS HEREIN
 SURVEY EXHIBIT

KURT SCHUMACHER, R.P.L.S. #6333

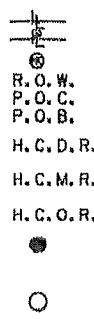
DATE: REVISED JUNE 8, 2016

RIGHT OF WAY SKETCH
 SHOWING PROPERTY OF
 PARCEL 5
 HCDD No. 1 DRAIN RIGHT OF WAY PROJECT

ROW SURVEYING SERVICES, LLC.
 900 S. STEWART RD. SUITE 13
 AUBURN, TEXAS 75822
 TEL: (940) 424-5536
 FAX: (940) 424-5132

LEGEND:

- LOT LINE
- PROPERTY LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- SET 5/8" IRON ROD WITH PLASTIC CAP
- STAMPED "ROWSS PROP. COR."
- FOUND 1/2" IRON ROD
- UNLESS OTHERWISE NOTED



**PLAT OF SURVEY
 PARCEL 5
 FOR HCDD No. 1 DRAIN RIGHT OF WAY PROJECT,
 HIDALGO COUNTY**

A 30,347 SQ. FT. (0.6967 AC.)
 TRACT OF LAND SITUATED IN LOT 229
 KELLY-PHARR SUBDIVISION

EXHIBIT A

PAGE 3 OF 3

TITLE COMMITMENT:

CHICAGO TITLE INSURANCE COMPANY
 PROPOSED INSURED/BORROWER:
 HIDALGO COUNTY
 OWNER: COUNTY OF HIDALGO
 GF No.: 0003162576
 EFFECTIVE DATE:
 NOVEMBER 12, 2015

For Comptroller's use only

TEXAS APPLICATION FOR PAYEE IDENTIFICATION NUMBER

• Shaded areas for state agency use only • See instructions on back

1. Is this a new account? YES NO Mail Code 000 Enter Mail Code Agency number

Complete Sections I - V Complete Sections I, II & V

SECTION I

2. PAYEE IDENTIFICATION NUMBER (PIN) - Indicate the type of number you are providing to be used for your PIN.

1 - Federal Employer's Identification (FEI) Number
 2 - Social Security Number (SSN)
 3 - Comptroller's assigned number

Enter the number indicated 74-6000717

3. Are you currently reporting any Texas tax to the Comptroller's Office other than unemployment (e.g., sales tax, franchise tax)?

YES NO If "YES," enter Texas Taxpayer Number

SECTION II

PAYEE INFORMATION (Please print or type)

4. Name of payee (individual or business to be paid)
County of Hidalgo and Sierra Title of Hidalgo County, Inc.

5. Mailing address where you want to receive payments
3401 N. 10th St.

6. (Optional)
 7. (Optional)
 8. (Optional)

9. City McAllen State Tx ZIP Code 78501 Zone Code

10. SIC Code Security Type Code (0, 1, 2) Payee telephone number (Area code and number)

SECTION III

11. OWNERSHIP CODES - Check only one code by the appropriate ownership type that applies to you or your business.

I - Individual Recipient (not owning a business)
 E - State Employee If checked, enter employing agency number
 S - Sole Ownership (Individual owning a business) If checked, enter the owner's name and Social Security Number (SSN)

Owner's name
 SSN 2

P - Partnership If checked, enter two partner's names and Social Security Numbers (SSN). If a partner is a corporation, use the corporation's Federal Employer's Identification (FEI) Number.

SSN/FEI
 Name
 SSN/FEI
 Name
 Type of service provided

J - Joint Venture
 L - Limited Partnership If checked, enter the Texas File Number
 T - Texas Corporation If checked, enter the Texas Charter Number
 A - Professional Association If checked, enter the Texas Charter Number
 C - Professional Corporation If checked, enter the Texas Charter Number
 O - Out-of-State Corporation
 G - Governmental Entity
 U - State agency / University
 F - Financial Institution
 R - Foreign (out of U.S.A.)

N - Other If checked, explain

SECTION IV

12. Payment Assignment? YES NO Note: A copy of the assignment agreement between payees must be attached.

Assignee name
 Assignee PIN Assignment date

SECTION V

13. Comments

14. **sign here** Authorized signature (Applicant or authorized agent) Date 5/11/2017

Agency name Prepared by Phone (Area code and number)

15.

Approved by Commissioners' Court
 on 1/10/2017 BAS

TEXAS APPLICATION FOR PAYEE IDENTIFICATION NUMBER



CAROLE KEETON RYLANDER • COMPTROLLER OF PUBLIC ACCOUNTS

Claims Division
Austin, Texas 78774-0100

WHO MUST SUBMIT THIS APPLICATION -

This application must be submitted by every person (sole owner, individual recipient, partnership, corporation or other organization) who intends to bill agencies of the state government for goods, services provided, refunds, public assistance, etc. The Payee Identification Number (PIN) will be required on all maintenance submitted by state agencies. The use of this number on all billings will reduce the time required to process billings to the State of Texas.

NOTE: To expedite processing of this application, please return the completed application to the state agency with which you are conducting business. It is not necessary for the payee to sign or complete this form. The state agency representative may complete the form for the payee.

FOR ASSISTANCE -

For assistance in completing this application, please call the State Comptroller's Office at 1-800-531-5441, extension 3-3660, toll free nationwide. The Austin number is 512-463-3660. (From a Telecommunication Device for the Deaf (TDD) ONLY call 1-800-248-4099 toll free. The Austin number is 512-463-4621.)

NOTICE TO STATE AGENCIES -

When this form is used to set up additional mail codes, Sections I, II and V must be completed. State agencies may refer to the Texas Payee Information System Guide for additional information.

GENERAL INSTRUCTIONS -

- Please write only in white areas. (Shaded areas are for state agency use only.)
- Do not use dashes when entering Social Security, Federal Employer's Identification (FEI) or Comptroller's assigned numbers.
- Disclosure of your Social Security Number is required. This disclosure requirement has been adopted under the Federal Privacy Act of 1974 (5 U.S.C.A. sec. 552a(note)(West 1977), the Tax Reform Act of 1976 (42 U.S.C.A. sec. 405(c)(2)(C) (West 1992), and TEX. GOV'T. CODE ANN. sec. 403.055 (Vernon Supp. 1992). Your Social Security Number will be used to help the Comptroller of Public Accounts administer the state's tax laws and for other purposes. See Op Tex. Atty Gen. No. H-1255(1978).

SPECIFIC INSTRUCTIONS -

SECTION I - PAYEE IDENTIFICATION NUMBER

Enter a nine-digit Federal Employer's Identification (FEI) Number issued by the Internal Revenue Service if the business is a partnership or corporation, etc. Enter a nine-digit Social Security Number or the nine-digit Federal Employer's Identification (FEI) Number issued by the Internal Revenue Service if a sole owner. Enter the nine-digit Social Security Number if an individual recipient. The comptroller's assigned number is a number issued by the Texas Comptroller's Office for specialized usage. Please enter only ONE of these numbers and check the type of number entered. If known, enter the Texas Taxpayer Number in item 3.

SECTION II - PAYEE INFORMATION

Items 4 through 9 - Enter the complete name and mailing address where you want payments to be received. Names of individuals must be entered first name first. Each line cannot exceed 50 characters including spaces. If the name is more than 50 characters, continue the name in item 5 and begin the address in item 6. Item 9 - Enter the city, state and ZIP code.

SECTION III - OWNERSHIP CODES

Item 11 - Check the box next to the appropriate ownership code and enter additional information as requested. Please check only one box in this section. The Secretary of State's Office may be contacted at 512-463-5555 for information regarding Texas charter or file numbers.

SECTION IV - PAYMENT ASSIGNMENT

Item 12 - Use when one payee is assigning payment to another payee. When setting up an assignment payment, fill out this section completely and include the assignment agreement between the assignee and the assignor.

SECTION V - COMMENTS AND IDENTIFICATION

Item 13 - Enter any additional information that may be helpful in processing this application. Items 14 and 15 are for identification purposes. Always complete the identification section, including comments and authorized signature.

SELLER'S MAILING ADDRESS VERIFICATION FORM

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

GF No.: 0003162576

Seller Name(s): County of Hidalgo

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 no. or Apt. no.)

P.O. Box

City

State

Zip Code

Phone Information

Seller One

Seller Two

Home No.: _____

Business No.: _____

Mobile No.: _____

Email Address: _____

Date of Birth: _____

Social Security No.: _____

Drivers License No.: _____

County of Hidalgo

Valde Guerra, Executive Officer Date

BUYER'S MAILING ADDRESS VERIFICATION FORM

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

GF No.: 0003162576

Borrower/Buyer Name(s): Hidalgo County Drainage No. 1

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 no. or Apt. no.)

P.O. Box

City

State

Zip Code

Phone Information

Buyer One

Buyer Two

Home No.: _____

Business No.: _____

Mobile No.: _____

Email Address: _____

Date of Birth: _____

Social Security No.: _____

Drivers License No.: _____

Hidalgo County Drainage No. 1

By: _____

Ramon Garcia, Chairman of the Board

Date

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: County of Hidalgo
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:
Not known, Pharr, TX 78577
3. Taxpayer Identification No. (TIN): 74-6000717

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.
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
<input type="checkbox"/> | False
<input type="checkbox"/> | N/A
<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.

County of Hidalgo

Date

BY: _____
Valde Guerra, Executive Officer

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:

Seller(s) at home _____ work _____ cell _____

Realtor at _____

Other _____ at Phone No. _____

Mail check to: _____

Federal Express check to: _____

Wire Transfer funds to:
Name of Receiving Bank: _____
ABA No.: _____
Credit to the account of: _____
Account No.: _____

Deposit into Acct. No. _____ (Deposit Slip Attached)

Make check payable to Seller's Attorney:
_____, Trustee

County of Hidalgo

BY: _____
Valde Guerra, Executive Officer

TAX PRORATION AGREEMENT

GF No. 3162576

Date: _____, 2017

SELLER: County of Hidalgo

BUYER: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Parcel 5:

Being a 30,347 square foot or 0.6967 of an acre tract of land situated in the City of Pharr, Hidalgo County, Texas, out of Lot 229, Kelly-Pharr Subdivision, as recorded in Volume 3, Page 133, of the Deed Records, Hidalgo County, Texas, and being out of a called 15.75 acre tract of land conveyed to County of Hidalgo, described in Document Number 1952118, of the Official Records, Hidalgo County, Texas, and being a part of Hidalgo County Drainage District No. 1 Right of Way Easement as described in Volume 1028, Page 530, of the Deed Records, Hidalgo County, Texas, said 30,347 square foot or 0.6967 of an acre tract of land being more particularly described by metes and bounds as follows;

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):

County of Hidalgo, by Valde Guerra, Executive Officer

PURCHASER(S):

Hidalgo County Drainage No. 1, by
Ramon Garcia, Chairman of the
Board

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this ____ day of _____, by County of Hidalgo, by Valde Guerra, Executive Officer, to certify which witness my hand and seal of office.

Notary Public, in and for the State of Texas

Notary's Printed Name
My Commission Expires: _____

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this ____ day of _____, 2017, by Hidalgo County Drainage No. 1, by Ramon Garcia, Chairman of the Board, to certify which witness my hand and seal of office.

Notary Public, in and for the State of Texas

Notary's Printed Name
My Commission Expires: _____

SELLER'S MAILING ADDRESS VERIFICATION FORM

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

GF No.: 0003162576

Seller Name(s): County of Hidalgo

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 no. or Apt. no.)

P.O. Box

City

State

Zip Code

Phone Information

Seller One

Seller Two

Home No.:

Business No.:

Mobile No.:

Email Address:

Date of Birth:

Social Security No.:

Drivers License No.:

County of Hidalgo

Date

BUYER'S MAILING ADDRESS VERIFICATION FORM

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

GF No.: 0003162576

Borrower/Buyer Name(s): Hidalgo County Drainage No. 1

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 no. or Apt. no.)

P.O. Box

City

State

Zip Code

Phone Information

Buyer One

Buyer Two

Home No.: _____

Business No.: _____

Mobile No.: _____

Email Address: _____

Date of Birth: _____

Social Security No.: _____

Drivers License No.: _____

Hidalgo County Drainage No. 1

By: _____
JAIME SALINAS

_____ Date