

<b>A. U.S. DEPARTMENT OF HOUSING &amp; URBAN DEVELOPMENT SETTLEMENT STATEMENT</b>		<b>B. TYPE OF LOAN</b>				
		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: 0003169427			7. LOAN NUMBER:	
		8. MORTGAGE INS CASE NUMBER:				
<b>C. NOTE:</b> <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 "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i>						
<b>D. NAME AND ADDRESS OF BUYER:</b> County of Hidalgo 100 East Cano Street 2nd Floor, Edinburg, TX 78539		<b>E. NAME AND ADDRESS OF SELLER:</b> Saul Ayala and Guadalupe S. Ayala, Aroldo Soto, Deodell Martinez, Ricardo Soto, and Glida D. Cantu		<b>F. NAME AND ADDRESS OF LENDER:</b>		
<b>G. PROPERTY LOCATION:</b> Not Known  Lot(s): 5, Block: 11 A.J. McColl		<b>H. SETTLEMENT AGENT:</b> Sierra Title of Hidalgo County, Inc.  <b>PLACE OF SETTLEMENT:</b> 301 W. Business Hwy. 83 Welasco, TX 78596		<b>I. SETTLEMENT DATE:</b> July 6, 2017  <b>DISBURSEMENT DATE:</b> July 6, 2017		

J. SUMMARY OF BUYER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BUYER:</b>	
101. Contract sales price	28,047.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	1,072.63
104.	
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
<b>120. GROSS AMOUNT DUE FROM BUYER</b>	<b>29,119.63</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:</b>	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments for items unpaid by seller</i>	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214. "NO TAX PRORATIONS" PARTIAL TAKE	
215.	
216.	
217.	
218.	
219.	
<b>220. TOTAL PAID BY/FOR BUYER</b>	<b>0.00</b>
<b>300. CASH AT SETTLEMENT FROM/TO BUYER:</b>	
301. Gross amount due from Buyer (Line 120)	29,119.63
302. Less amount paid by/for Buyer (Line 220)	( )
<b>303. CASH FROM BUYER</b>	<b>29,119.63</b>

K. SUMMARY OF SELLER'S TRANSACTION	
<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract sales price	28,047.00
402. Personal property	
403.	
404.	
405.	
<i>Adjustments for items paid by seller in advance</i>	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>28,047.00</b>
<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
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.	
509.	
<i>Adjustments for items unpaid by seller</i>	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514. "NO TAX PRORATIONS" PARTIAL TAKE	
515.	
516.	
517.	
518.	
519.	
<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>0.00</b>
<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
601. Gross amount due to Seller (Line 420)	28,047.00
602. Less reductions due Seller (Line 520)	( 0.00 )
<b>603. CASH TO SELLER</b>	<b>28,047.00</b>

**L. SETTLEMENT CHARGES**

700. TOTAL COMMISSION Based on Price			\$	@	%	PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:							
701.	to						
702.	to						
703. Commission Paid at Settlement							
The following persons, firms or corporations received a portion of the real estate commission amount shown above:							
704.	to						
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>							
801.	Loan Origination Fee	% to					
802.	Loan Discount	% to					
803.	Appraisal fee	to					
804.	Credit report	to					
805.	Lender's inspection fee	to					
806.	Mortgage insurance application fee	to					
807.	Assumption fee	to					
808.		to					
809.		to					
810.		to					
811.		to					
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>							
901.	Interest From	07/06/17 to 08/01/17 @ \$ /day ( 26 days %)					
902.	Mortgage insurance premium	for month to					
903.	Hazard insurance premium	for year to					
904.		for year to					
905.		to					
<b>1000. RESERVES DEPOSITED WITH LENDER</b>							
1001.	Hazard insurance	Months @ \$ per Month					
1002.	Mortgage insurance	Months @ \$ per Month					
1003.	City property taxes	Months @ \$ per Month					
1004.	County property taxes	Months @ \$ per Month					
1005.	Annual assessments	Months @ \$ per Month					
1006.		Months @ \$ per Month					
1007.		Months @ \$ per Month					
1008.		Months @ \$ per Month					
<b>1100. TITLE CHARGES</b>							
1101.	Settlement or closing fee	to					
1102.	Abstract or title search	to					
1103.	Title examination	to					
1104.	Title insurance binder	to					
1105.	Document preparation	to					
1106.	Notary fees	to					
1107.	Attorney's fees	to					
(Includes above item numbers: )							
1108.	Owner's policy premium	to Sierra Title of Hidalgo County, Inc.				368.00	
(includes above item numbers: )							
1109.	Lender's coverage						
1110.	Owner's coverage	\$ 28,047.00				368.00	
1111.	State of Texas Policy Guaranty Fee (O)	to Texas Title Insurance Guaranty Association				3.00	
1112.	Tax Service	to Tax Service of Hidalgo County				54.13	
1113.	E filing fee (B)	to Sierra Title of Hidalgo County, Inc.				3.50	
1114.	Escrow Fee	to Sierra Title of Hidalgo County, Inc.				500.00	
1115.		to					
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>							
1201.	Recording fees: Deed	\$ 68.00; Mortgage ; Releases				144.00	
1202.	City/County tax/stamps: Deed ; Mortgage						
1203.	State tax/stamps: Deed ; Mortgage						
1204.		to					
1205.		to					
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>							
1301.	Survey	to					
1302.	Pest inspection	to					
1303.		to					
1304.		to					
1305.		to					
<b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b>						<b>1,072.63</b>	<b>0.00</b>



# SIERRA TITLE COMPANY

3401 North 10<sup>th</sup> 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):** *County of Hidalgo*

**GF NUMBER:** 3169427

Being a 2,440 square foot or 0.560 of an acre tract of land, situated in the City of Pharr, Hidalgo County, Texas, out of Lot 5, Block 11, **A.J. MCCOLL SUBDIVISION**, of Porcion 68, as recorded in Volume 21, Page 598, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.43 acre tract of land conveyed by Warranty Deed dated January 14, 1975, to Saul Ayala, as described in Volume 1515, Page 719, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.15 acre tract of land, conveyed by Warranty Deed with Vendor's Lien, dated April 9, 1979, to Saul Ayala and wife, Guadalupe S. Ayala, as described in Volume 1619, Page 607, of the Deed Records, Hidalgo County, Texas, said 2,440 square foot or 0.0560 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.

\_\_\_\_\_  
The County of Hidalgo, Texas  
By: Valde Guerra, Executive Office

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by The County of Hidalgo, Texas by, Valde Guerra, Executive Office

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

# HUD-1, Attachment

**Buyer:** County of Hidalgo  
100 East Cano Street 2nd Floor  
Edinburg, TX 78539

**Seller:** Saul Ayala and Guadalupe S. Ayala  
Aroldo Soto  
Not Known  
Deodeli Martinez  
Not Known  
Ricardo Soto  
Not Known  
Gilda D. Cantu  
Not Known







**Lender:**

**Settlement Agent:** Sierra Title of Hidalgo County, Inc.  
(956)447-1446  
**Place of Settlement:** 301 W. Business Hwy. 83  
Welasco, TX 78596  
**Settlement Date:** July 6, 2017  
**Disbursement Date:** July 6, 2017  
**Property Location:** Not Known

Lot(s): 5, Block: 11 A.J. McColl

County of Hidalgo

BY: \_\_\_\_\_  
The County of Hidalgo, Texas  
By: Valde Guerra, Executive Office

  
Saul Ayala  
  
  
Guadalupe S. Ayala  
  
  
Aroldo Soto  
  
  
Deodeli Martinez  
  
  
Ricardo Soto  
  
  
Gilda D. Cantu

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.  
Settlement Agent

**ADDENDUM**

G.F. No.: 0003169427

DATE: July 6, 2017

Not Known,

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.

  
Saul Ayala

County of Hidalgo

BY: \_\_\_\_\_  
The County of Hidalgo, Texas  
By: Valde Guerra, Executive Office

  
Guadalupe S. Ayala

  
Aroldo Soto

  
Deodeli Martinez

  
Ricardo Soto

  
Gilda D. Carju

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**

July 6, 2017

RE: GF NO.: 0003169427

PROPERTY ADDRESS: Not Known,

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.

County of Hidalgo

*Saul Ayala*  
Saul Ayala

BY: \_\_\_\_\_  
The County of Hidalgo, Texas  
By: Valde Guerra, Executive Office

Guadalupe S. Ayala

Aroldo Soto

Deodeli Martinez

Ricardo Soto

Gilda D. Cantu

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.

County of Hidalgo

*Saul Ayala*  
Saul Ayala

BY: \_\_\_\_\_  
The County of Hidalgo, Texas  
By: Valde Guerra, Executive Office

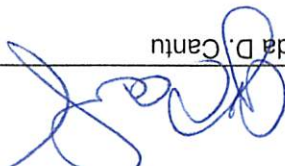
Guadalupe S. Ayala

Aroldo Soto

Deodeli Martinez

Ricardo Soto

Gilda D. Cantu



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

To: THE UNDERSIGNED  
From: SIERRA TITLE OF HIDALGO COUNTY, INC.  
Property: Not Known,  
Date: July 6, 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>	\$54.13 _____

**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.

County of Hidalgo

BY: \_\_\_\_\_  
The County of Hidalgo, Texas  
By: Valde Guerra, Executive Office

  
Saul Ayala

\_\_\_\_\_  
Guadalupe S. Ayala

  
Aroldo Soto

  
Deodeli Martinez

  
Ricardo Soto

  
Gilda D. Cantu

**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.

County of Hidalgo

BY: \_\_\_\_\_  
The County of Hidalgo, Texas  
By: Valde Guerra, Executive Office

  
Saul Ayala

\_\_\_\_\_  
Guadalupe S. Ayala

  
Aroldo Soto

  
Deodeli Martinez

  
Ricardo Soto

  
Gilda D. Cantu



**TITLE COMPANY DISCLOSURES**

**GUARANTY FILE NO.:** 0003169427

**SELLER (whether one or more):** Saul Ayala and Guadalupe S. Ayala, Aroldo Soto, Deodeli Martinez, Ricardo Soto, and Gilda D. Cantu

**BUYER (whether one or more):** County of Hidalgo

**LENDER:**

**PROPERTY:** Not Known,

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

SA  
GC  
Smrz

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

SA  
GC  
Smrz

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

*SA*  
*SA*

Seller's  
Initials

*SA*  
*SA*

Buyer's  
Initials

*SA*  
*SA*

Buyer'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.

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.

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**

*Saul Ayala*

Saul Ayala

Guadalupe S. Ayala

*AS*

Aroldo Soto

*DM*

Deodeli Martinez

*RS*

Ricardo Soto

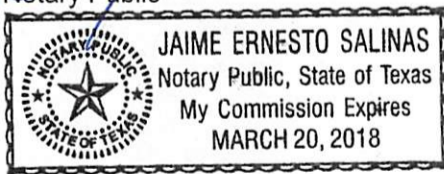
*GC*

Gilda D. Cantu

Subscribed and sworn to before me this 13<sup>th</sup> day of July, 2017.

By Saul Ayala, Aroldo Soto, Deodeli Martinez, Ricardo Soto, Gilda Cantu

Notary Public



**BUYER SIGNATURE**

County of Hidalgo

BY: \_\_\_\_\_

The County of Hidalgo, Texas

By: Valde Guerra, Executive Office

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

Notary Public \_\_\_\_\_

**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.: 0003169427  
 SUBJECT PROPERTY: Lot(s): 5, Block: 11 A.J. McColl

STATE OF \_\_\_\_\_  
 COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Saul Ayala and Guadalupe S. Ayala, Aroldo Soto, Deodeli Martinez, Ricardo Soto, and Gilda D. Cantu.  
 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.

Notary Public

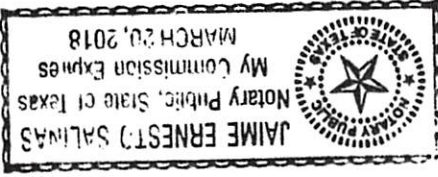
By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public

By \_\_\_\_\_

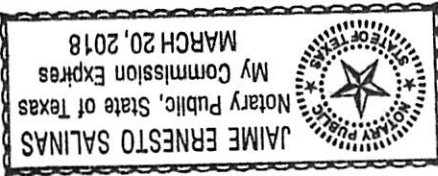
Subscribed and sworn to before me this 13<sup>th</sup> day of July 2017



Notary Public

By \_\_\_\_\_

Subscribed and sworn to before me this 13<sup>th</sup> day of July 2017



Notary Public

By \_\_\_\_\_

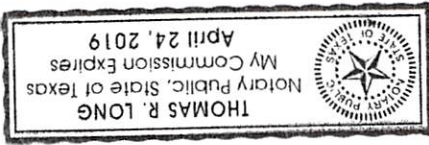
Subscribed and sworn to before me this 13<sup>th</sup> day of July 2017



Notary Public

By \_\_\_\_\_

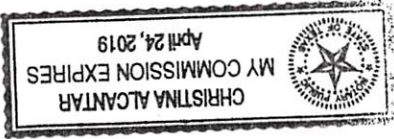
Subscribed and sworn to before me this 12 day of July 2017



Notary Public

By \_\_\_\_\_

Subscribed and sworn to before me this 8<sup>th</sup> day of July 2017



Gilda D Cantu

Ricardo Soto

Deodell Martinez

Aroldo Soto

Guadalupe S. Ayala

Saul Ayala

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.

\*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

## WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

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

RE: Saul Ayala and Guadalupe S. Ayala, Aroldo Soto, Deodeli Martinez, Ricardo Soto, and Gilda D. Cantu to County of Hidalgo

GF (File) No.: **0003169427**

Land: Being a 2,440 square foot or 0.560 of an acre tract of land, situated in the City of Pharr, Hidalgo County, Texas, out of Lot 5, Block 11, **A.J. MCCOLL SUBDIVISION**, of Porcion 68, as recorded in Volume 21, Page 598, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.43 acre tract of land conveyed by Warranty Deed dated January 14, 1975, to Saul Ayala, as described in Volume 1515, Page 719, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.15 acre tract of land, conveyed by Warranty Deed with Vendor's Lien, dated April 9, 1979, to Saul Ayala and wife, Guadalupe S. Ayala, as described in Volume 1619, Page 607, of the Deed Records, Hidalgo County, Texas, said 2,440 square foot or 0.0560 of an acre tract of land being more particularly described by metes and bounds as follows:

**"SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL 1"**

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 Schedule 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: July 6, 2017

Signature:

County of Hidalgo

BY: \_\_\_\_\_  
The County of Hidalgo, Texas  
By: Valde Guerra, Executive Office

**SELLER'S MAILING ADDRESS VERIFICATION FORM**

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

GF No.: 0003169427

Seller Name(s): Deodeli Martinez

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.)

707 E. Freida St

Street Address (include Unit no. or Apt. no.)

P.O. Box

Pharr

TX

City

State

78577

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.:

\_\_\_\_\_

\_\_\_\_\_

d. Dantz  
Deodeli Martinez

Date

**SELLER'S MAILING ADDRESS VERIFICATION FORM**

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

GF No.: 0003169427

Seller Name(s): Aroldo Soto

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.)

11939 Bois Darc  
Street Address (include Unit no. or Apt. no.)

San Antonio TX  
City State

78245  
Zip Code

Phone Information

Seller One

Seller Two

Home No.: (210) 885-3966

Business No.: 1

Mobile No.: 1

Email Address: golfero53@gmail.com

Date of Birth: 4-2-53

Social Security No.: 451-88-9305

Drivers License No.: # 17423203

A Soto 7-12-17  
Aroldo Soto Date

**SELLER'S MAILING ADDRESS VERIFICATION FORM**

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

GF No.: 0003169427

Seller Name(s): Gilda D. Cantu

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.)

~~11939 Bois D'Arc~~ 3014 E. Alberta Rd.  
Street Address (include Unit no. or Apt. no.)

P.O. Box \_\_\_\_\_  
~~San Antonio~~ Edinburg TX TX  
City State

~~78245~~ 78542  
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.:	_____	_____

  
Gilda D. Cantu \_\_\_\_\_ Date

**SELLER'S MAILING ADDRESS VERIFICATION FORM**

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

GF No.: 0003169427

Seller Name(s): Saul Ayala and Guadalupe S. Ayala

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.)

3014 E. Alberta Rd

Street Address (include Unit no. or Apt. no.)

P.O. Box

Edinburg

TX

City

State

78542

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.:

Saul Ayala

Saul Ayala

Date

Guadalupe S. Ayala

Guadalupe S. Ayala

Date

**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: 11939 Bois Darc  
SAN Antonio, TX 78245


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

  
\_\_\_\_\_  
Aroldo Soto

**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: I gave permission to Mrs Salinas  
to hand deliver my <sup>check</sup> mail!

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

Deodeli Martinez  
Deodeli Martinez

**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: 312 Rio Finto

El Paso, Texas 79912

Federal Express check to: \_\_\_\_\_

Wire Transfer funds to:

Name of Receiving Bank: \_\_\_\_\_

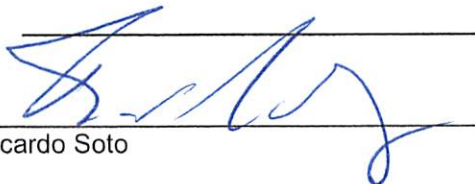
ABA No.: \_\_\_\_\_

Credit to the account of: \_\_\_\_\_

Account No.: \_\_\_\_\_

Deposit into Acct. No. \_\_\_\_\_ (Deposit Slip Attached)

Make check payable to Seller's Attorney:

, Trustee  
Ricardo Soto

**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: \_\_\_\_\_ *I give permission to Jaime Salinas to hand deliver check*

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

*X* Saul Ayala  
Saul Ayala

~~Guadalupe S. Ayala~~



**SELLER'S MAILING ADDRESS VERIFICATION FORM**

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

GF No.: 0003169427

Seller Name(s): Ricardo Soto

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.)

312 RIO TINTO,  
Street Address (include Unit no. or Apt. no.)

P.O. Box

EL PASO TX  
City State

79912  
Zip Code

Phone Information

Seller One

Seller Two

Home No.: 915-588-4383

Business No.: " "

Mobile No.: " "

Email Address: RICKSOTO1111@GMAIL.COM

Date of Birth: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Drivers License No.: \_\_\_\_\_

  
Ricardo Soto 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: Aroldo Soto
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:  
Not Known,
3. Taxpayer Identification No. (TIN): 45L 88.9305

### 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:<br>The sale or exchange is of the entire residence for \$250,000 or less.<br>or<br>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.<br>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<br><input type="checkbox"/> | False<br><input type="checkbox"/> | N/A<br><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.

\_\_\_\_\_  
Aroldo Soto



\_\_\_\_\_  
Date

2-12-17

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

**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: Deodeli Martinez
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:  
  
Not Known,
3. Taxpayer Identification No. (TIN): 458-13-6455

**Part II. Seller Assurances**

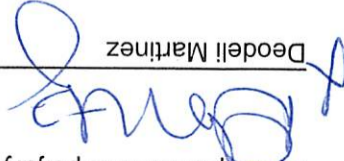
Check "True or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

- |  |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |      |       |     |                          |                          |                          |  |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|------|-------|-----|--------------------------|--------------------------|--------------------------|--|
| <table border="0"> <tr> <td style="padding-right: 10px;">True</td> <td>False</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>True</td> <td>False</td> <td>N/A</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> | True                     | False                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | True | False | N/A | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <ol style="list-style-type: none"> <li>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.</li> <li>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).</li> <li>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.</li> <li>4. At least one of the following three statements applies:<br/>The sale or exchange is of the entire residence for \$250,000 or less.<br/>or<br/>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.<br/>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).</li> <li>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.</li> <li>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.</li> </ol> |
| True   | False                    |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |      |       |     |                          |                          |                          |  |
| <input type="checkbox"/>   | <input type="checkbox"/> |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |      |       |     |                          |                          |                          |  |
| <input type="checkbox"/>   | <input type="checkbox"/> |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |      |       |     |                          |                          |                          |  |
| <input type="checkbox"/>   | <input type="checkbox"/> |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |      |       |     |                          |                          |                          |  |
| <input type="checkbox"/>   | <input type="checkbox"/> |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |      |       |     |                          |                          |                          |  |
| <input type="checkbox"/>   | <input type="checkbox"/> |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |      |       |     |                          |                          |                          |  |
| <input type="checkbox"/>   | <input type="checkbox"/> |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |      |       |     |                          |                          |                          |  |
| True   | False                    | N/A                      |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |      |       |     |                          |                          |                          |  |
| <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |      |       |     |                          |                          |                          |  |

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

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.


  
 \_\_\_\_\_ Deodell Martinez

\_\_\_\_\_ Date 7/23/17

## 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: Ricardo Soto
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:  
Not Known,
3. Taxpayer Identification No. (TIN): SS # 466-21-0989

### 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 checked="" 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.
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).
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.
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, and 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, and (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).
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.

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

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

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

Ricardo Soto

Date

7/8/2017

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.

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

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**Part I. Seller Information**

1. Name: Gilda D. Cantu
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:  
  
Not Known,
3. Taxpayer Identification No. (TIN): 465-23-8684

**Part II. Seller Assurances**

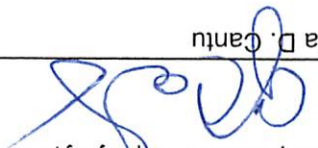
Check "True or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

- |                          |                          |  |
|--------------------------|--------------------------|--|
| 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:<br>The sale or exchange is of the entire residence for \$250,000 or less.<br>or<br>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.<br>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.

Gilda D. Cantu



Date

7/13/17

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

**CERTIFICATION FOR NO INFORMATION REPORTING  
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**Part I. Seller Information**

1. Name: Saul Ayala and Guadalupe S. Ayala
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:  
  
Not Known,
3. Taxpayer Identification No. (TIN): 455-68-5331

**Part II. Seller Assurances**

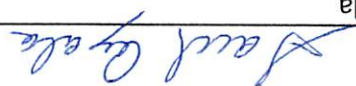
Check "True or False" for assurances (1) through (5) and "true", "false", or "not applicable" for assurance (6).

- |  |                          |                          |     |                          |                          |                          |   |                          |  |                          |                          |  |                          |                          |  |                          |                          |  |   |
|--|--------------------------|--------------------------|-----|--------------------------|--------------------------|--------------------------|---|--------------------------|--|--------------------------|--------------------------|--|--------------------------|--------------------------|--|--------------------------|--------------------------|--|---|
| <table border="0"> <tr> <td style="padding-right: 10px;">True</td> <td style="padding-right: 10px;">False</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> </tr> </table> | True                     | False                    |     | <input type="checkbox"/> | <input type="checkbox"/> |                          | <input type="checkbox"/>  | <input type="checkbox"/> |  | <input type="checkbox"/> | <input type="checkbox"/> |  | <input type="checkbox"/> | <input type="checkbox"/> |  | <input type="checkbox"/> | <input type="checkbox"/> |  | <ol style="list-style-type: none"> <li>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.</li> <li>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).</li> <li>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.</li> <li>4. At least one of the following three statements applies:<br/>The sale or exchange is of the entire residence for \$250,000 or less.<br/>or<br/>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.<br/>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).</li> <li>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.</li> </ol> |
| True   | False                    |                          |     |                          |                          |                          |   |                          |  |                          |                          |  |                          |                          |  |                          |                          |  |   |
| <input type="checkbox"/>   | <input type="checkbox"/> |                          |     |                          |                          |                          |   |                          |  |                          |                          |  |                          |                          |  |                          |                          |  |   |
| <input type="checkbox"/>   | <input type="checkbox"/> |                          |     |                          |                          |                          |   |                          |  |                          |                          |  |                          |                          |  |                          |                          |  |   |
| <input type="checkbox"/>   | <input type="checkbox"/> |                          |     |                          |                          |                          |   |                          |  |                          |                          |  |                          |                          |  |                          |                          |  |   |
| <input type="checkbox"/>   | <input type="checkbox"/> |                          |     |                          |                          |                          |   |                          |  |                          |                          |  |                          |                          |  |                          |                          |  |   |
| <input type="checkbox"/>   | <input type="checkbox"/> |                          |     |                          |                          |                          |   |                          |  |                          |                          |  |                          |                          |  |                          |                          |  |   |
| <table border="0"> <tr> <td style="padding-right: 10px;">True</td> <td style="padding-right: 10px;">False</td> <td style="padding-right: 10px;">N/A</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>   | True                     | False                    | N/A | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <ol style="list-style-type: none"> <li>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.</li> </ol> |                          |  |                          |                          |  |                          |                          |  |                          |                          |  |   |
| True   | False                    | N/A                      |     |                          |                          |                          |   |                          |  |                          |                          |  |                          |                          |  |                          |                          |  |   |
| <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.

Saul Ayala



Date

7/13/17

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

**SUBSTITUTE FORM 1099-S**  
**PROCEEDS FROM REAL ESTATE TRANSACTIONS**  
**FOR THE TAX YEAR: 2017**  
 OMB No. 1545-0997

**SETTLEMENT AGENT/FILER'S NAME AND ADDRESS**  
 Sierra Title of Hidalgo County, Inc.

Filer's Federal Tax ID Number:  
 Order Number:

74-1649949  
 0003169427

3401 N. 10th Street  
 McAllen, TX 78501  
 956-682-8321

**SELLER/TRANSFEROR'S NAME AND ADDRESS**  
 Gilda D. Cantu

Transferor's Federal Tax ID Number:

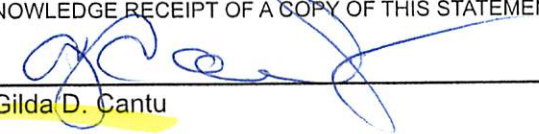
1) Date of Closing: 07/06/17	2) Gross Proceeds: 5609.40	4) X here if property or services received: X	5) Buyer's part of real estate tax: 0.00
3) Address or Legal Description: Not Known			

THIS 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 MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

  
 \_\_\_\_\_  
 Gilda D. Cantu

7/13/17  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Date

**INSTRUCTIONS FOR TRANSFEROR:**

You MUST enter your Federal Tax Identification Number Above.

Sign and return a copy of this form immediately to Sierra Title of Hidalgo County, Inc.

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2017 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D (Form 1040). If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

**Federal mortgage subsidy.** You may have to recapture (pay back) all or part of a federal mortgage subsidy if **all** the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828, and Pub. 523.

**Transferor's identification number.** For your protection, this form may show only the last four digits of your SSN, ITIN, or ATIN. However, the issuer has reported your complete identification number to the IRS, and, where applicable, to state and/or local governments.

**Account number.** May show an account or other unique number the filer assigned to distinguish your account.

**Box 1.** Shows the date of closing.

**Box 2.** Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See *Box 4*.

**Box 3.** Shows the address or legal description of the property transferred.

**Box 4.** If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

**Box 5.** Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of Form 1040. For more information, see Pub. 523, Pub. 525, and Pub. 530.

For Paperwork Reduction Act Notice, see the 2017 General Instructions for Certain Information Returns.  
 Department of the Treasury - Internal Revenue Service

**SUBSTITUTE FORM 1099-S**  
**PROCEEDS FROM REAL ESTATE TRANSACTIONS**  
**FOR THE TAX YEAR: 2017**  
 OMB No. 1545-0997

**SETTLEMENT AGENT/FILER'S NAME AND ADDRESS**  
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Filer's Federal Tax ID Number:  
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74-1649949  
 0003169427

3401 N. 10th Street  
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**SELLER/TRANSFEROR'S NAME AND ADDRESS**  
 Ricardo Soto

Transferor's Federal Tax ID Number:

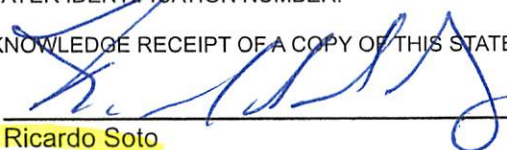
1) Date of Closing: 07/06/17	2) Gross Proceeds: 5609.40	4) X here if property or services received: X	5) Buyer's part of real estate tax: 0.00
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UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

  
 Ricardo Soto

7/8/2017  
 Date

\_\_\_\_\_  
 Date

**INSTRUCTIONS FOR TRANSFEROR:**

You **MUST** enter your Federal Tax Identification Number Above.

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  - Your original mortgage loan was provided after 1990.
  - You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
  - Your income for the year you sold or disposed of your home was over a specified amount.
- This will increase your tax. See Form 8828, and Pub. 523.

**Transferor's identification number.** For your protection, this form may show only the last four digits of your SSN, ITIN, or ATIN. However, the issuer has reported your complete identification number to the IRS, and, where applicable, to state and/or local governments.

**Account number.** May show an account or other unique number the filer assigned to distinguish your account.

**Box 1.** Shows the date of closing.

**Box 2.** Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See *Box 4*.

**Box 3.** Shows the address or legal description of the property transferred.

**Box 4.** If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

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For Paperwork Reduction Act Notice, see the **2017 General Instructions for Certain Information Returns**.  
 Department of the Treasury - Internal Revenue Service

**SUBSTITUTE FORM 1099-S**  
**PROCEEDS FROM REAL ESTATE TRANSACTIONS**  
**FOR THE TAX YEAR: 2017**  
 OMB No. 1545-0997

**SETTLEMENT AGENT/FILER'S NAME AND ADDRESS**  
 Sierra Title of Hidalgo County, Inc.

Filer's Federal Tax ID Number:  
 Order Number:

74-1649949  
 0003169427

3401 N. 10th Street  
 McAllen, TX 78501  
 956-682-8321

**SELLER/TRANSFEROR'S NAME AND ADDRESS**  
 Aroldo Soto

Transferor's Federal Tax ID Number:

1) Date of Closing: 07/06/17	2) Gross Proceeds: 5609.40	4) X here if property or services received: X	5) Buyer's part of real estate tax: 0.00
3) Address or Legal Description: Not Known			

THIS 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 MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

  
 Aroldo Soto

7-12-17  
 Date

Date

**INSTRUCTIONS FOR TRANSFEROR:**

You **MUST** enter your Federal Tax Identification Number Above.

Sign and return a copy of this form immediately to Sierra Title of Hidalgo County, Inc.

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 2017 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D (Form 1040). If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

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**FOR THE TAX YEAR: 2017**  
 OMB No. 1545-0997

**SETTLEMENT AGENT/FILER'S NAME AND ADDRESS**  
 Sierra Title of Hidalgo County, Inc.

Filer's Federal Tax ID Number:  
 Order Number:

74-1649949  
 0003169427

3401 N. 10th Street  
 McAllen, TX 78501  
 956-682-8321

**SELLER/TRANSFEROR'S NAME AND ADDRESS**  
 Saul Ayala  
 Guadalupe S. Ayala

Transferor's Federal Tax ID Number:

1) Date of Closing: 07/06/17	2) Gross Proceeds: 5609.40	4) X here if property or services received: X	5) Buyer's part of real estate tax: 0.00
3) Address or Legal Description: Not Known			

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I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Saul Ayala  
 Saul Ayala

7/13/17  
 Date

Guadalupe S. Ayala  
 Guadalupe S. Ayala

\_\_\_\_\_  
 Date

**INSTRUCTIONS FOR TRANSFEROR:**

You MUST enter your Federal Tax Identification Number Above.

Sign and return a copy of this form immediately to Sierra Title of Hidalgo County, Inc.

**SUBSTITUTE FORM 1099-S**  
**PROCEEDS FROM REAL ESTATE TRANSACTIONS**  
**FOR THE TAX YEAR: 2017**  
 OMB No. 1545-0997

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Filer's Federal Tax ID Number:  
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74-1649949  
 0003169427

3401 N. 10th Street  
 McAllen, TX 78501  
 956-682-8321

**SELLER/TRANSFEROR'S NAME AND ADDRESS**  
 Deodeli Martinez

Transferor's Federal Tax ID Number:

XXX-XX-6455

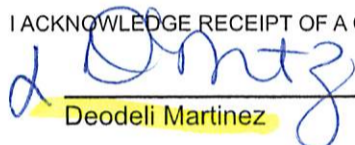
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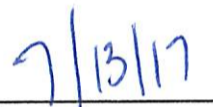
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 \_\_\_\_\_  
 Deodeli Martinez

  
 \_\_\_\_\_

Date

\_\_\_\_\_  
 Date

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**BUYER'S MAILING ADDRESS VERIFICATION FORM**

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

GF No.: 0003169427

Borrower/Buyer 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

Buyer One

Buyer Two

Home No.: \_\_\_\_\_

\_\_\_\_\_

Business No.: \_\_\_\_\_

\_\_\_\_\_

Mobile No.: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_

Date of Birth: \_\_\_\_\_

\_\_\_\_\_

Social Security No.: \_\_\_\_\_

\_\_\_\_\_

Drivers License No.: \_\_\_\_\_

\_\_\_\_\_

County of Hidalgo

\_\_\_\_\_  
The County of Hidalgo, Texas                      Date

By: Valde Guerra, Executive Office

# TAX PRORATION AGREEMENT

GF No. 3169427

Date: July 6, 2017

SELLER: Saul Ayala, Aroldo Soto, Deodeli Martinez, Ricardo Soto, and Gilda D. Cantu

BUYER: County of Hidalgo

Being a 2,440 square foot or 0.560 of an acre tract of land, situated in the City of Pharr, Hidalgo County, Texas, out of Lot 5, Block 11, **A.J. MCCOLL SUBDIVISION**, of Porcion 68, as recorded in Volume 21, Page 598, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.43 acre tract of land conveyed by Warranty Deed dated January 14, 1975, to Saul Ayala, as described in Volume 1515, Page 719, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.15 acre tract of land, conveyed by Warranty Deed with Vendor's Lien, dated April 9, 1979, to Saul Ayala and wife, Guadalupe S. Ayala, as described in Volume 1619, Page 607, of the Deed Records, Hidalgo County, Texas, said 2,440 square foot or 0.0560 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.

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.

## **NO TAX PRORATIONS**

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):**

*Saul Ayala*  
Saul Ayala

*Aroldo Soto*  
Aroldo Soto

*Deodeli Martinez*  
Deodeli Martinez

*Ricardo Soto*  
Ricardo Soto

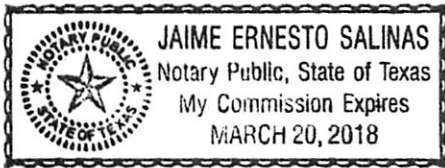
*Gilda D. Cantu*  
Gilda D. Cantu

**PURCHASER(S):**

\_\_\_\_\_  
The County of Hidalgo, Texas  
By: Valde Guerra, Executive Office

STATE OF TEXAS  
COUNTY OF HIDALGO

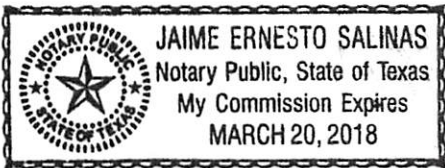
SUBSCRIBED AND SWORN to before me on this 13<sup>th</sup> day of July, 2017, by Saul Ayala, to certify which witness my hand and seal of office.



*Jaime Salinas*  
Notary Public, in and for the State of Texas  
Jaime Salinas  
Notary's Printed Name  
My Commission Expires: 3/20/18

STATE OF TEXAS  
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this 13<sup>th</sup> day of July, 2017, by Gilda D. Cantu, to certify which witness my hand and seal of office.



*Jaime Salinas*  
Notary Public, in and for the State of Texas  
Jaime Salinas  
Notary's Printed Name

STATE OF TEXAS  
COUNTY OF HIDALGO

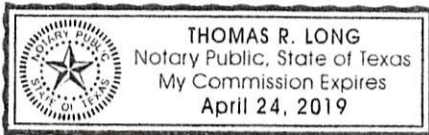
SUBSCRIBED AND SWORN to before me on this 8th day of July, 2017, by Ricardo Soto, to certify which witness my hand and seal of office.



Christina Alcantar  
Notary Public, in and for the State of Texas  
Christina Alcantar  
Notary's Printed Name  
My Commission Expires: April 24, 2019

STATE OF TEXAS  
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this 12 day of July, 2017, by Aroldo Soto, to certify which witness my hand and seal of office.



Thomas Long  
Notary Public, in and for the State of Texas  
Thomas Long  
Notary's Printed Name  
My Commission Expires: April 24, 2019

STATE OF TEXAS  
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN to before me on this 15th day of July, 2017, by Deodeli Martinez, to certify which witness my hand and seal of office.

James Salinas  
Notary Public, in and for the State of Texas  
James Salinas  
Notary's Printed Name  
My Commission Expires: 3/20/18

STATE OF TEXAS  
COUNTY OF Hidalgo

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by The County of Hidalgo, Texas, by Valde Guerra, Executive Office hand and seal of office.

\_\_\_\_\_  
Notary Public, in and for the State of Texas  
\_\_\_\_\_  
Notary's Printed Name  
My Commission Expires: \_\_\_\_\_



## Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I have made a personal on-site and/or off-site visit of the property that is the subject of this report based on the permission granted at the time of inspection.

Thomas M. Davis, State Certified General Real Estate Appraiser, with Leonel Garza Jr. & Associates, LLC, provided significant professional assistance in the preparation of this report, not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser. However, he is currently seeking designation.

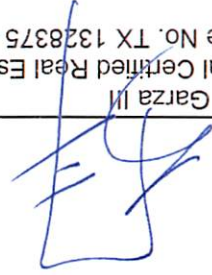
The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, i.e., a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan.

This appraisal has been completed with the extraordinary assumption that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and/or by way of the Access Management Policy enacted by the State of Texas. This assignment was completed in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82<sup>nd</sup> Regular Legislative Session as follows:

(d) "In estimating injury or benefit under Subsection (c), the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property, including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owner experiences in common with the general community, including circuity of travel and diversion of traffic. In this subsection, "direct access" means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street, or highway."

I have performed no other appraisal services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within a three-year period immediately preceding acceptance of this assignment.

Leonel Garza II  
General Certified Real Estate Appraiser  
License No. TX 1328375 – General



### **Assumptions and Limiting Conditions**

No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances, unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been, or can be, obtained or renewed for any use for which the value estimate contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass, unless noted in the report.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property and is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Any allocation of the total value in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question, unless arrangements have been previously made.

No part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser. Possession of this report, or a copy thereof, does not carry with it the right of publication.

**Marketing Time:** Begins with the date of value estimate and the exposure time indicated.

**Exposure to the Open Market:** Listing the property on the market for sale with a Realtor, member of the Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

**Exposure Time:** The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

### **Jurisdictional Exception**

Jurisdictional Exception is defined in the Uniform Standards of Professional Appraisal Practice as an assignment condition established by applicable law or regulation which precludes an appraiser from complying with a part of USPAP. Project impact/influence is disregarded in the appraisal of the subject whole property. This is a departure from Standards Rule 1-4(f), which states that "when analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such improvements to the extent they are reflected in market actions." (U-20, Lines 618-620). This report has been prepared in such a manner that any market influences projected by the proposed development shall not be taken into consideration.

### **Client for Appraisal**

The client for this report is Hidalgo County Precinct No. 2, located at 300 West Hall Acres, Suite G, Pharr, Texas 78577. Jaime Salinas is the project manager and can be contacted at (956) 787-1891.

### **Intended Use and User**

The appraisal report is intended for use solely by Hidalgo County Precinct No. 2, and others involved in the project. The purpose of this report is to provide a current market value of the part to be acquired so that Hidalgo County Precinct No. 2 can begin negotiations for the purchase of the subject property, in part or as a whole, as described by the survey provided. The report, in part or as a whole, is to be used solely for the acquisition of said property in the name of the Hidalgo County Precinct No. 2. The acquisition of the subject property (whole or part) shall be utilized for the expansion and extension of Dicker Road. The project limits consist of the subject property, and shall be utilized for the expansion of Dicker Road at the intersection with Jackson Road. This report is not intended for any other use, unless specified by the client, Hidalgo County Precinct No. 2.

### **Scope of the Assignment**

By contract and written authorization to proceed, Hidalgo County Precinct No. 2 requested that Garza & Associates prepare an appraisal report of the part to be acquired for the proposed right-of-way project. The subject property shall be valued in the fee simple estate in its present condition. The scope of the assignment makes the extraordinary assumption that the subject property is free from contamination and/or other environmental conditions, which would affect the overall market value. In addition, the subject property shall be valued with the Jurisdictional Exception that the subject property shall be valued without project influence. The owner-of-record shall be contacted by letter affording the right to be present on-site with the appraiser at the time of on-site visit. In the event that confirmation cannot be made with the owner-of-record, the appraiser is to proceed from an existing public road right-of-way. During the appraisal process, other sales in the area shall be analyzed for comparability and reliability in determining the market value of the subject property. Any site or building improvements located within the acquisition area shall be measured and photographed. These improvements shall be itemized for purposes of compensation and/or cost to cure (if any). The report shall establish the market value of the whole, part to be acquired, and the remainder before and after the acquisition. The appraiser shall also review the remainder before and after to determine if there is any diminution of market value. This report shall be prepared and conform with the Texas Department of Transportation ROW A-5 Form Rev. 08/2011.

### **Property Rights**

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee simple is defined as:

*"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*

Dictionary of Real Estate Appraisal, Appraisal Institute

### **Market Value**

The following is the basis for which the determination of market value is established for the subject property. In addition, these factors are used for the selection of comparables in the Direct Sales Analysis.

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

City of Austin v. Cannizzo, 267 S.W. 2d 808 (Tex 1954)

### **Exposure & Marketing Time**

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, there is a twelve (12) to eighteen (18) month exposure time and marketing time period for the subject property. This was estimated based on current and past listings located within the market area, which were reviewed during the sales search for comparables similar to the subject property. However, it is noted that the subject property is listed for sale at the time of appraisal.

### **Personal Property**

Pursuant to the scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation. Any and all personal property and/or realty located within the existing road right-of-way shall be deemed non-compensable. In the event the selected items are determined to be compensable, they shall be included within the cost approach section of this report.

### **Extraordinary Assumptions & Hypothetical Conditions**

*The subject property is owned in fee simple and shall be appraised as such. Any fractional interest involved in the subject property shall not be analyzed as dictated by the scope of the assignment for purposes of determining market value.*

It is assumed that the subject property owner can obtain a building permit upon completion or extension of utilities within the subdivision.

### **Accessibility To Site**

The owner-of-record was sent a certified letter asking for permission to enter the subject property to measure and photograph the subject property. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC, at (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in his/her presence with appraiser, Leonel Garza III.



Leonel Garza Jr. & Associates LLC  
Real Estate Appraisal Services

December 5, 2016

County: Hidalgo  
Highway: Dicker Road  
From:  
Parcel 1

Saul Ayala  
3014 East Alberta Road  
Edinburg, Texas 78542

Mr. Ayala

Garza & Associates LLC has been contracted by Hidalgo County Precinct No. 2, to appraise your property along Dicker Road. The purpose of this appraisal is to determine the market value of the part to be acquired required for the road expansion project. This road project has been developed by the Texas Department of Transportation and Hidalgo County Precinct No. 2.

I would like to extend the opportunity to meet with our appraisers on-site in order to explain the project and the purpose of the appraisal report. You may contact Garza & Associates at (956) 687-7295 for an office appointment to meet with me to discuss the project at our local office at 1419 Dove Avenue, McAllen, Texas. In the event access is not granted we will continue our inspection off-site along public right of way as per scope of the assignment.

We will be researching the market area for any and all real estate sales, and would appreciate any leads or information that would aid in the determination market value. If this letter does not pertain to you and or you have sold the property, please notify our office as soon as possible so that the proper owner can be notified of this project. If you have any questions you may contact us at (956) 687-7295 or email at [leonel3@garza-associates.com](mailto:leonel3@garza-associates.com).

With this letter I request permission to perform an on-site visit to measure and photograph the area to be acquired. This will include any site and or building improvements affected by the part to be acquired. If you have any objections or are willing to grant permission, please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible to make arrangements.

Sincerely,

A handwritten signature in black ink, appearing to read 'Leonel Garza III', is written over a horizontal line.

Leonel Garza III  
State Certified General Real Estate Appraiser  
TX1328375-General

Cc: *Hidalgo County Precinct No. 2*  
*C/o: Jaime Salinas*  
*300 West Hall Acres, Suite G*  
*Pharr, Texas 78577*  
*Office (956) 787-1891*

PS Form 3811, July 2015 PSN 7530-02-000-9063 Domestic Return Receipt

2. Article Number (transfer from service label) 7025 1520 0002 5945 3760

9590 9403 0941 5223 1168 92



3. Service Type

- Adult Signature Restricted Delivery
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery Restricted Delivery
- Collect on Delivery Restricted Delivery
- Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation

Signature Confirmation Restricted Delivery

**SENDER: COMPLETE THIS SECTION**

1. Article Addressed to: Saul Ayala  
3014 East Alberta Road  
Edinburg, Texas 78542  
Parcel No. 1  
Dicker Road Project

■ Complete items 1, 2, and 3.  
■ Print your name and address on the reverse so that we can return the card to you.  
■ Attach this card to the back of the mailpiece, or on the front if space permits.

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature *[Signature]*

B. Received by (Printed Name) *[Signature]*

C. Date of Delivery *[Signature]*

D. Is delivery address different from item 1?  Yes  No

If YES, enter delivery address below:

**U.S. Postal Service™**

**CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Sent To Saul Ayala

Street and Apt. No. or PO Box No. 3014 East Alberta Road

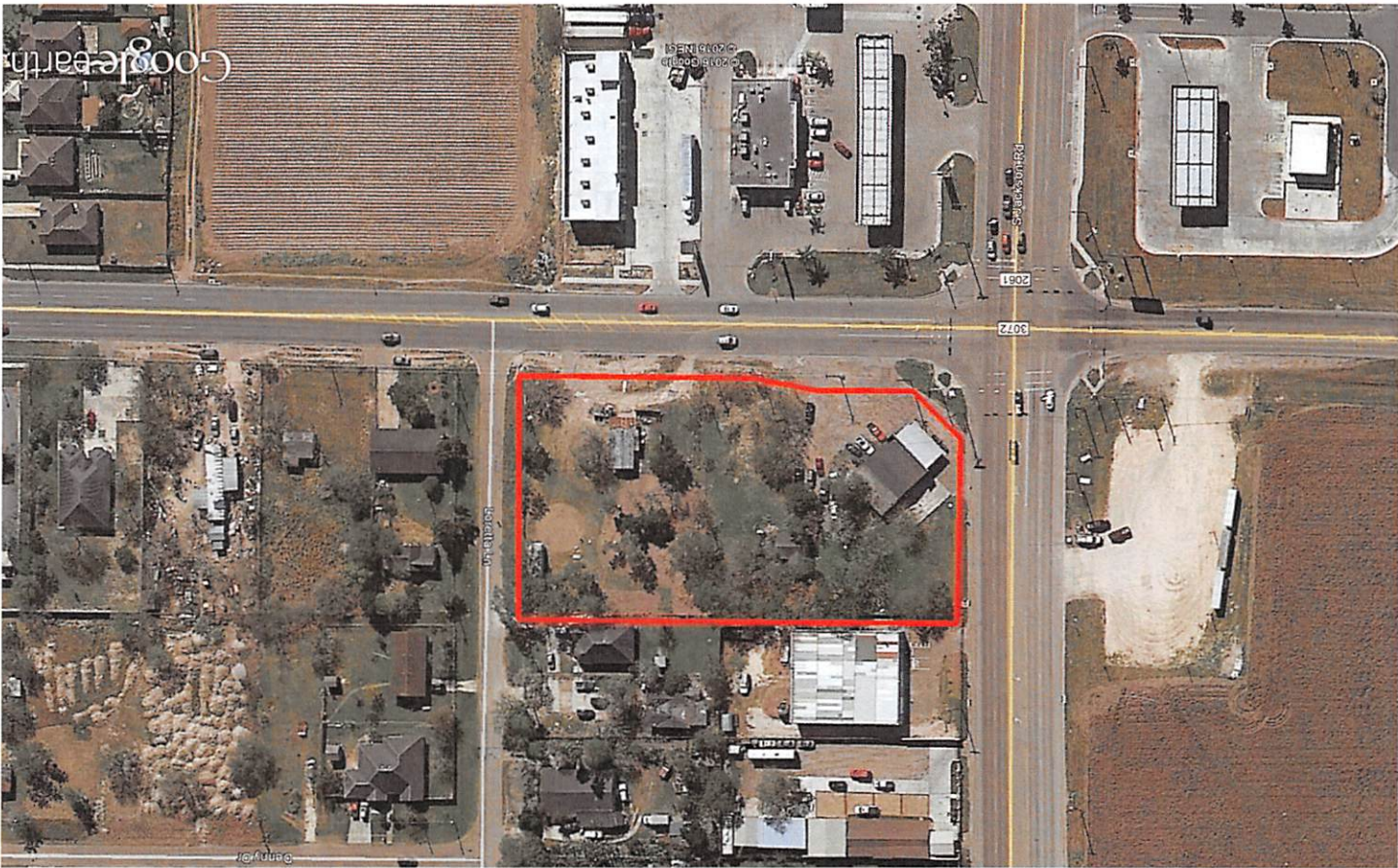
City, State, ZIP+4® Edinburg, Texas 78542

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7025 1520 0002 5945 3760

**AERIAL MAP WHOLE TRACT**



www.googleearth.com

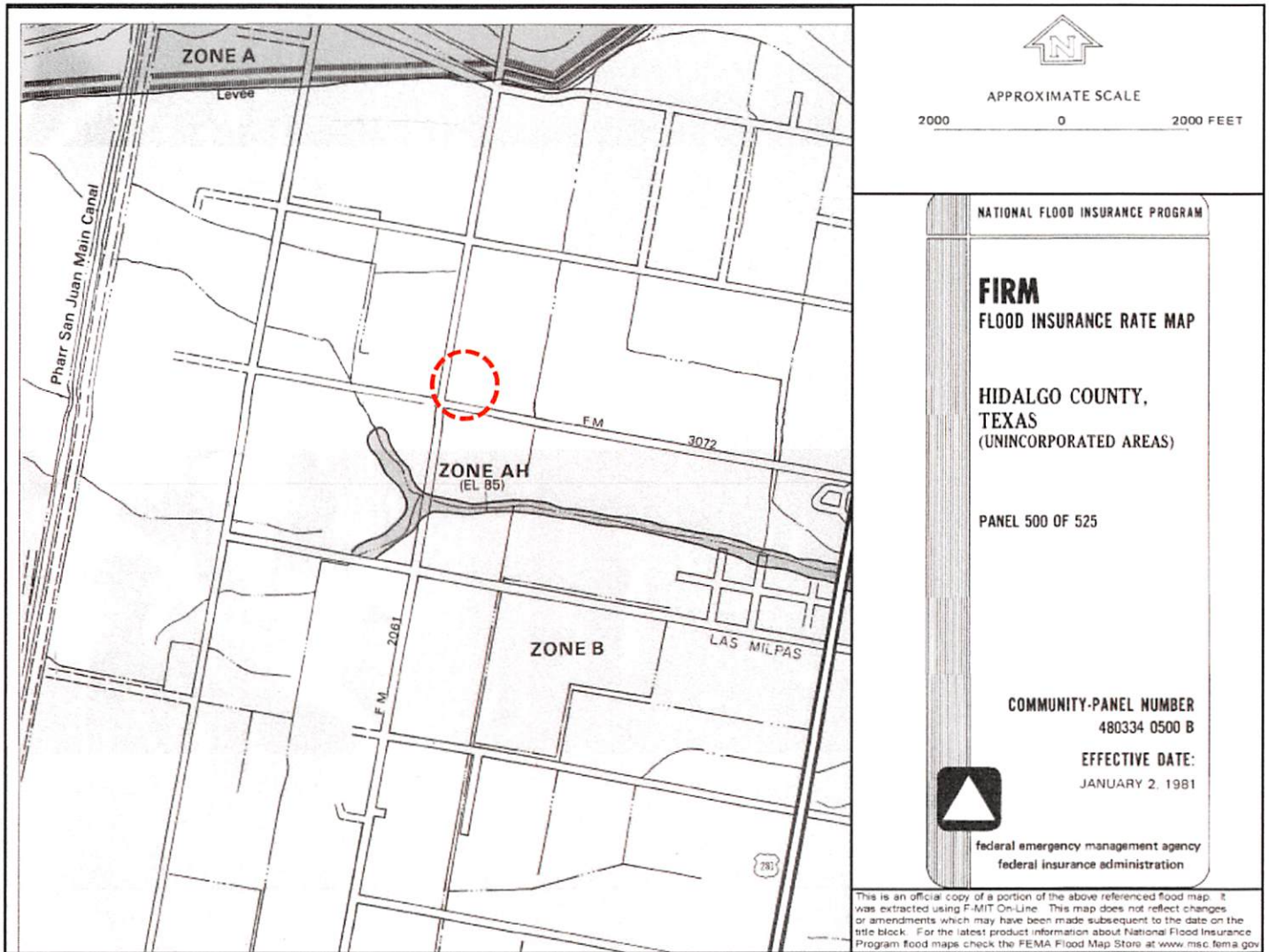
**Pharr Utilities**

According to the City of Pharr Utilities Map, the subject property has access to all municipal utilities, which includes water and sewer.





## Flood Zone Designation



The subject property is located in Flood Zone B. Zone B is not designated as a Special Flood Hazard area. A flood hazard area located on the Flood Insurance Rate Map is identified as a Special Flood Hazard Area (SFHA). SFHAs are defined as areas that will be inundated by any flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

[www.fema.gov](http://www.fema.gov)

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. 1

Local Address: Northeast corner of Jackson Road and Dicker Road, Pharr, Texas

Date Taken: May 24, 2017

Taken By: Leonel Garza III

Point which taken: Photo 1: Dicker Road right-of-way  
Photo 2: Dicker Road right-of-way

Looking: Photo 1: Northern View  
Photo 2: Western View



Photo 1

General view of the subject property and the improvements located on-site.



Photo 2

Western view of the part to be acquired.

Point which taken: Photo 3: Subject Property  
Photo 4: Subject Property

Looking: Photo 3: Western View  
Photo 4: Eastern View



Photo 3

Street view of Dicker Road. The subject property is to the right in this photo.



Photo 4

Street view of Dicker Road. The subject property is to the left in this photo.

**Property Description**

As of the date of appraisal, the subject property is improved with an automotive / tire shop and two (2) separate single-family residential homes, and supporting site improvements. The structural improvements shall not be impacted by the proposed acquisition; therefore, the area and stated value from the Hidalgo County Appraisal District was utilized in the report. The subject property is identified as Lot 5, Block 11 of A.J. McCall Subdivision with a total land area of 2.58 acres (112,385 square feet). The subject property has approximately 215.0' lineal feet of frontage along the east side of Jackson Road, approximately 340.0' lineal feet of frontage along the north side of Dicker Road, and approximately 210.0' lineal feet of frontage along the west side of Loreta Lane. The subject property has access to City of Pharr water and sewer, and is currently zoned "General Business District".



**Highest & Best Use**

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improvement property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.

*“Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.”*

*The Dictionary of Real Estate Appraisal. 6<sup>th</sup> Edition Chicago: Appraisal Institute, 2015*

**Legally Permissible**

After a review of the existing zoning map for the subject property, the subject property is zoned General Business District. This type of municipal zoning allows for commercial use and/or development.

**Physically Possible**

The subject property is located at the northeast corner of Jackson Road and Dicker Road, within the city limits of Pharr, Texas, and has access to both municipal water and sewer. The site is currently being utilized for a mixed commercial and residential use. The subject property appears to have sufficient land area to construct a commercial structure.

**Financially Feasible**

Based on the recent developments near the intersection of Jackson Road and Dicker Road, which includes Walmart, Whataburger, Buffalo Wings & Rings, and Stripes, the traffic levels at the intersection indicate that a commercial development shall be financially feasible.

**Maximally Productive**

The subject property is currently being utilized as a mixed use (commercial and residential) property. The overall site would be at its maximally productive state if developed for commercial purposes. The maximally productive use for commercial purposes, is based on the surrounding commercial uses and current traffic levels.

The overall highest and best use is confirmed for a commercial use or development, as the subject property is zoned for commercial use, has access to municipal water and sewer service, has access to Jackson Road and Dicker Road, and is surrounded by commercial developments.

**Property Tax Assessment**

The Hidalgo County Appraisal District provides general information about the District and the property tax system in Texas, as well as general information regarding properties assessed for taxes. This data source does not replace the use of a title search, but will inform the appraiser of the current owner-of-record. The Appraisal District will annually appraise properties according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal Practices (USPAP). Research concerning the derivation of the following assessed value was not conducted during the course of this appraisal and is used for data collection purposes only. The following information can be found at [www.hidalgoad.org](http://www.hidalgoad.org) and/or the District office located at 4405 S. Professional Drive, Edinburg, Texas. A portion of the subject property is currently under contract for an unknown price, but was listed \$950,000 and was listed for 1,673 days on the market.

**Hidalgo CAD**

**Property Search Results > 274102 AYALA SAUL for Year 2017**

**Property**

**Account**

Property ID: 274102 Legal Description: R/S LOT 5 BLK 11 LOT 6 & 7  
 Geographic ID: R5150-00-000-0006-00 Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

**Location**

Address: 7311 S JACKSON RD Mapsco:  
 PHARR, TX  
 Neighborhood: R/S LOT 5 BLK 11 Map ID: CPR  
 Neighborhood CD: R515000

**Owner**

Name: AYALA SAUL Owner ID: 733302  
 Mailing Address: 3014 E ALBERTA RD % Ownership: 100.0000000000%  
 EDINBURG, TX 78542-2173  
 Exemptions: OTHER, HS

**Values**

(+) Improvement Homesite Value:	+	\$8,749	
(+) Improvement Non-Homesite Value:	+	\$30,506	
(+) Land Homesite Value:	+	\$378,536	
(+) Land Non-Homesite Value:	+	\$316,239	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$734,030	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$734,030	
(-) HS Cap:	-	\$287,447	
<hr/>			
(=) Assessed Value:	=	\$446,583	

**Taxing Jurisdiction**

Owner: AYALA SAUL  
 % Ownership: 100.0000000000%  
 Total Value: \$734,030

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	Tax Ceiling
CAD	APPRAISAL DISTRICT	0.000000	\$734,030	\$446,583	\$0.00	
CPR	CITY OF PHARR	0.654000	\$734,030	\$436,583	\$2,508.24	\$240.53
DR1	DRAINAGE DISTRICT #1	0.095100	\$734,030	\$446,583	\$424.70	
GHD	HIDALGO COUNTY	0.590000	\$734,030	\$431,583	\$2,165.04	\$119.24
JCC	SOUTH TEXAS COLLEGE	0.185000	\$734,030	\$446,583	\$695.65	\$54.17

R12	ROAD DIST 12	0.000000	\$734,030	\$446,583	\$0.00	
SPA	PSJA ISD	1.399200	\$734,030	\$411,583	\$4,851.66	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$734,030	\$446,583	\$219.72	
Total Tax Rate:		2.972500				
					Taxes w/Current Exemptions:	\$10,865.01
					Taxes w/o Exemptions:	\$13,274.68

### Improvement / Building

Improvement #1: COMMERCIAL State Code: F1 Living Area: 1920.0 sqft Value: \$25,502

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
SHP	SHOP	*	CBK	1977	1920.0
CAN	CANOPY	* - *		1977	40.0
CAN	CANOPY	*		2011	960.0

Improvement #2: RESIDENTIAL State Code: A1 Living Area: 676.0 sqft Value: \$8,749

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	WDLW - 2	DWD	1971	676.0

Improvement #3: RESIDENTIAL State Code: A1 Living Area: 592.0 sqft Value: \$5,004

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	CBKLN - 2	CCBK	1947	592.0
POR	PORCH (COVERED)	*		1947	210.0

### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.7900	34412.40	0.00	0.00	\$378,536	\$0
2	L	LOT	0.6600	28749.00	0.00	0.00	\$316,239	\$0

### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	\$39,255	\$694,775	0	734,030	\$287,447	\$446,583
2016	\$38,595	\$694,775	0	733,370	\$296,088	\$437,282
2015	\$38,595	\$694,775	0	733,370	\$304,339	\$429,031
2014	\$39,729	\$694,775	0	734,504	\$313,005	\$421,499

### Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1		CONV	CONVERSION	UNKNOWN	AYALA SAUL			



**SALES COMPARISON APPROACH**

Whole:  Part to be Acquired:  Remainder After:   
 Land:  Improved:

**VALUATION GRID**

**REPRESENTATIVE COMPARABLE SALES**

Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3	
Grantor	Margarita Gonzalez	Linsel Properties, LLC	Minerva Martinez	Gaspar Barrera and wife, Rachel Barrera
Grantee	Saul Ayala and wife, Guadalups S. Ayala	Madiam, L.P.	Ana Luisa Cantu	Kemas Pharr Jackson, LTD
Date	April 9, 1979	January 27, 2017	October 30, 2014	January 27, 2015
Sales Price	\$ -	\$ 350,000	\$ 90,000	\$ 400,000
Unit Price	\$ - / SF	\$ 7.37 / SF	\$ 9.52 / SF	\$ 14.13 / SF
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Similar 0%	Similar 0%	Superior -25%
Corner Influence	Corner	Interior 15%	Interior 15%	Interior 15%
Physical Characteristics	Average	Similar 0%	Similar 0%	Similar 0%
Topography	Level	Similar 0%	Similar 0%	Similar 0%
Available Utilities	All Utilities	Similar 0%	Similar 0%	Similar 0%
Frontage	Jackson Road and Dicker Road	South Cage Boulevard 10%	South Cage Boulevard 10%	South Jackson Road 10%
Size of Tract	112,385 SF	47,480 -10%	9,453 -35%	28,314 -20%
	Net Adjustment	\$ 1.11 15%	\$ (0.95) -10%	\$ (2.83) -20%
	Indicated Unit Value	\$ 8.48 / SF	\$ 8.57 / SF	\$ 11.30 / SF
<b>Estimated Unit Value of Fee Simple Area</b>			<b>\$ 11.00 / SF</b>	

**Estimated Value by Sales Comparison Approach**

**\$ 1,236,235**



**COMPARABLE DATA SUPPLEMENT**

District: 21 Parcel No.: 1 Highway: Dicker Road  
 County: Hidalgo ROW CSJ: 0921-02-312

Land Sale

Improved Sale

Rental Data



Grantor/Lessor: Minerva Martinez, a single person

Grantee/Lessee: Ana Luisa Cantu

Date: October 30, 2014

Recording Information: Deed No. 2560183

Key Map: Lon: W-98.184720

Lat: N26.188414

Address: South Cage Boulevard, Pharr, TX

Zip Code: 78577

Legal Description: A 0.22 of an acre tract of land being the West 90.00 feet of the North 105.58 feet of Lot 1, Block 2, Lowrie Subdivision, as recorded in Volume 5, Page 11, map records, Hidalgo County, Texas.

Confirmed Price: \$90,000

Verified with: MLS No. E147447S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 0.217 Acres/ 9,453 Sq. Ft.

Unit Price as Vacant: \$414,747 / Acre

\$9.52 / Square Foot

Type Street: Asphalt Paved

Utilities: Electric, Gas, Public Water, Sewer

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A

Unit Price as Improved \$: N/A

Condition and Functional Design: N/A

Current Use:

Highest & Best Use: Commercial

Date of Inspection: May 22, 2017

Zoning: Commercial

Flood Plain:

Attach additional information as necessary.

Appraiser: Leonel Garza III

May 24, 2017

Date

**COMPARABLE DATA SUPPLEMENT**

District: 21 Parcel No.: 1 Highway: Dicker Road  
 County: Hidalgo ROW CSJ: 0921-02-312

Land Sale  Improved Sale  Rental Data



Grantor/Lessor: Gaspar Barrera and wife, Rachel Barrera Grantee/Lessee: Kemas Pharr Jackson, LTD  
 Date: January 27, 2015 Recording Information: Deed No. 2581791 Key Map: Lon: W-98.205475  
 Lat: N26.187584

Address: 907 South Jackson Road, Pharr, TX Zip Code: 78577

Legal Description: Being a 0.741-acre tract of land, more or less, out of the South 1/2 of Lot 6, Block 7, A.J. McColl Subdivision, of Porcion 68 as recorded in Vol. 21, Pg. 598, Map Records, Hidalgo County, Texas.

Confirmed Price: \$400,000 Verified with: MLS No. A247172487S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 0.650 Acres/ 28,314 Sq. Ft.

Unit Price as Vacant: \$615,385 / Acre  
 \$14.13 / Square Foot

Type Street: Asphalt Paved

Utilities: Electric, Public Water, City Garbage,  
 Other

Improvement(s) Description: N/A

Unit Price as Improved \$: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A

Condition and Functional Design: N/A

Current Use:

Highest & Best Use: Commercial

Date of Inspection: May 22, 2017

Zoning: Commercial Flood Plain:

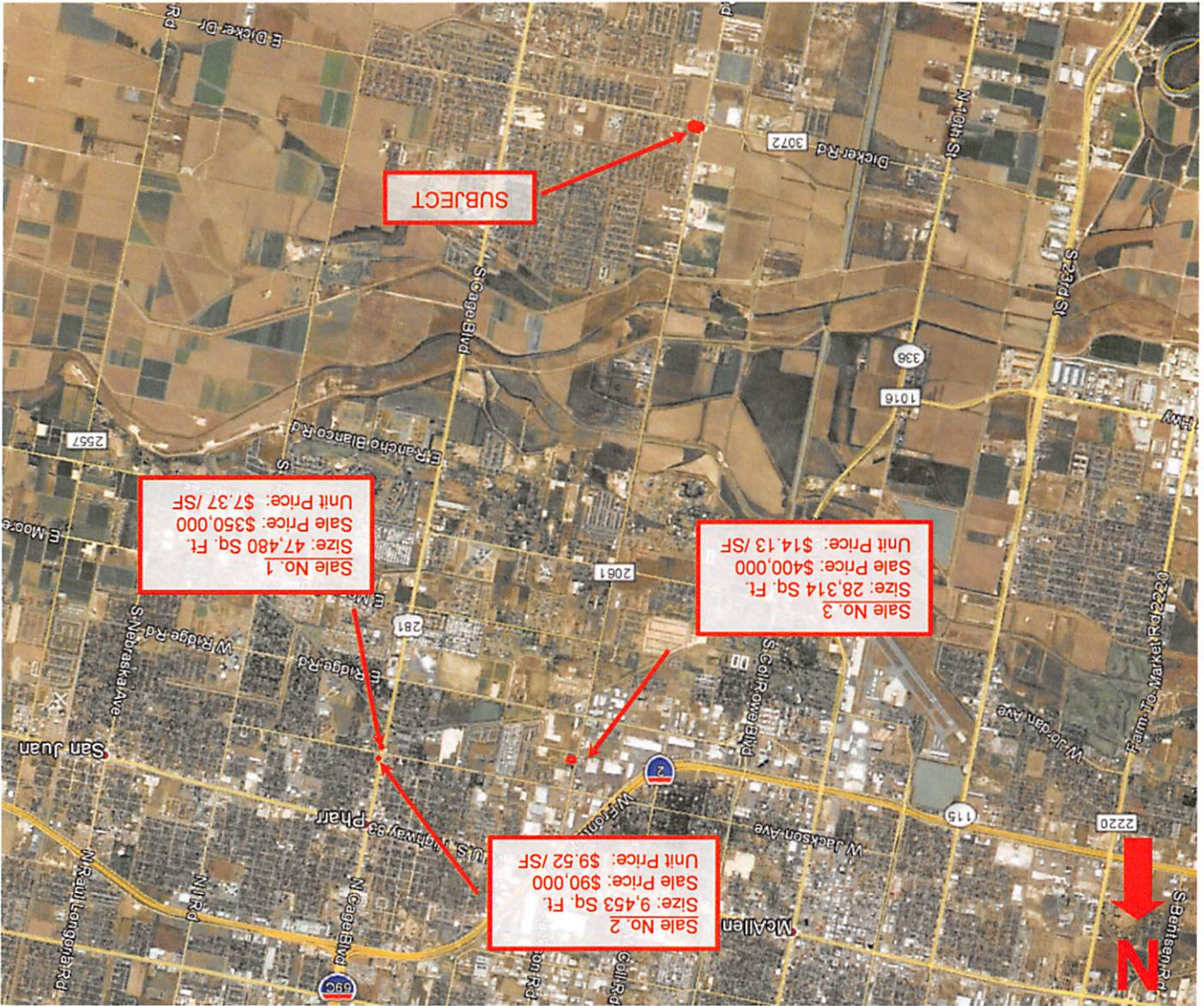
Attach additional information as necessary.

Appraiser: Leonel Garza III

May 24, 2017  
 Date

**Explanation of Adjustments with Reconciliation:**

The sales comparison approach utilizes three (3) sales with similar highest and best uses as the subject property. Each of these sales was gathered through various sources, including but not limited to, the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various property owners in the surrounding market area. Each sale was confirmed with at least two sources, which include the Hidalgo County Deed Records and the Hidalgo County Appraisal District. The sites associated with these were visited to determine the true comparability toward the subject property. They were reviewed for items recognized by the market that affect market value, including but not limited to, conditions of the sale, market conditions, relative location, physical characteristics, and available utilities. These and other factors that are recognized for arms-length transactions are examined and may require adjustments for any differences found in comparison to the subject property. After adjustments were made to each sale, an adjusted unit range of value of \$8.48 per square foot to \$11.30 per square foot was determined. A unit rate near the upper-end of the adjusted range was selected, i.e., \$11.00 per square foot.



LOCATION MAP OF SALES

**COST APPROACH**

Whole:

Part to be Acquired:

Remainder After:

<b>ESTIMATED REPLACEMENT / REPRODUCTION COST</b>					
<b>IMPROVEMENT</b>	<b>Number of Units</b>	<b>\$ Per Unit</b>	<b>Cost New</b>	<b>Depreciation</b>	<b>Value</b>
Tire Shop (Stated Value as per HCAD)	1920	As Per HCAD			\$ 25,502
Residence No. 1 (Stated Value as per HCAD)	676	As Per HCAD			\$ 8,749
Residence No. 2 (Stated Value as per HCAD)	592	As Per HCAD			\$ 5,004
<b>Contributory Value of the Buildings</b>					<b>\$ 39,255</b>
<b>Accessory Improvements</b>					
<b>Contributory Value of the Accessory Improvements</b>					<b>\$ -</b>
<b>Site Improvements</b>					
Asphalt Pavement	7842	\$ 3.50	\$ 27,447	75%	\$ 6,862
<b>Contributory Value of the Site Improvements</b>					<b>\$ 6,862</b>
<b>Contributory Value of All Improvements</b>					<b>\$ 46,117</b>
	<b>Net Land Area</b>		<b>Price / Unit</b>		
Land Value (Fee)	112,385	SF @	\$ 11.00 / SF		\$ 1,236,235
<b>Estimated Value By Cost Approach</b>					<b>\$ 1,282,352</b>

*Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use a separate page, numbered accordingly, as necessary):*

**SALES COMPARISON APPROACH**

Whole:  Part to be Acquired:  Remainder After:   
 Land:  Improved:

**VALUATION GRID**

**REPRESENTATIVE COMPARABLE SALES**

Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3	
Grantor						
Grantee						
Date of Sale						
Unit Price	/sf	\$ - /sf	/sf	\$ - /sf	/sf	\$ - /sf
Relative Location		0%		0%		0%
Lot Location		0%		0%		0%
Financing		0%		0%		0%
Conditions of Sale		0%		0%		0%
Market Conditions		0%		0%		0%
Physical Characteristics		0%		0%		0%
Available Utilities		0%		0%		0%
Street Access		0%		0%		0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet
Net Adjustments		0%		0%		0%
Indicated Unit Value	\$ - /sf		\$ - /sf		\$ - /sf	
Estimated Unit Value of Fee Simple Area					\$ - /sf	

Estimated Value by Sales Comparison Approach \_\_\_\_\_ N/A

**INCOME APPROACH**

Whole:

Part to be Acquired:

Remainder After:

Potential Gross Income	.....			\$	-
Vacancy	%			\$	-
Effective Gross Income	.....			\$	-
Expenses				\$	-
Fixed: Taxes.....		\$	-	\$	-
Insurance.....		\$	-	\$	-
Variable: Management.....		\$	-	\$	-
Other		\$	-	\$	-
		\$	-	\$	-
		\$	-	\$	-
Total Expenses	.....			\$	-
Net Operating Income	.....			\$	-
Income Capitalized @		%	.....	\$	-
Plus: Value of Excess Land (If Any)	.....			\$	-
	.....			\$	-
Estimated Value By Income Approach	.....				Not Applicable

**PROPERTY VALUATION SUMMARY**

Whole:  Part to be Acquired:  Remainder After:

**HIGHEST AND BEST USE ANALYSIS:**

The highest and best use of the subject property is for commercial use. This shall be utilized for the determination of value for the part to be acquired.

**VALUATION APPROACHES**

Cost Approach ..... \$ 28,047  
 Sales Comparison Approach..... \$  
 Income Approach..... \$

**RECONCILIATION OF APPROACHES TO VALUE**

Since the subject property is a mixed use tract of land, the Cost Approach "as is" is the only reliable method to value the pro-rata part of the whole.

<b>Contributory Value of Improvements</b>	
Asphalt Pavement	\$ 1,207
<b>Total Contributory Value of Improvements</b>	<b>\$ 1,207</b>

Land Value	2,440 SF	@ \$	11.00 / Square Foot	\$ 26,840
Total Land Value				\$ 26,840
<b>Reconciled Final Value</b>				<b>\$ 28,047</b>

County: Hidalgo  
HIGHWAY: Dicker Road (F.M. 3072)  
PROJECT: WA#1- Dicker Road  
CSJ: 0921-02-312

Exhibit A  
FIELD NOTES FOR PARCEL 1

Being a 2,440 square foot or 0.0560 of an acre tract of land, situated in the City of Pharr, Hidalgo County, Texas, out of Lot 5, Block 11, A.J. McColl Subdivision of Porcion 68, as recorded in Volume 21, Page 598, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.43 acre tract of land, conveyed by Warranty Deed dated January 14, 1975, to Saul Ayala, as described in Volume 1515, Page 719, of the Deed Records, Hidalgo County, Texas, and being out of and a part of a called 1.15 acre tract of land, conveyed by Warranty Deed with Vendor's Lien, dated April 9, 1979, to Saul Ayala and wife, Gudalaupe S. Ayala, as described in Volume 1619, Page 607, of the Deed Records, Hidalgo County, Texas, said 2,440 square foot or 0.0560 of an acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a set 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR.", set in the existing East Right of Way line of F.M. 2061 (Jackson Road), from which the Northwest corner of said called 1.43 acre tract of land bears, North 84°45'15" West a distance of 41.86 feet;

Thence with the existing East Right of Way line of F.M. 2061 (Jackson Road), South 08°15'01" West a distance of 166.00 feet to a 5/8" iron pin (N=16625448.10, E=1018122.8240) with plastic cap stamped "R.O.W. PROP. COR." set 79.80 feet Left to centerline station 145+79.71, for a proposed cutback corner of F.M. 3072 (Dicker Road), and **Point of Beginning** of this herein described tract of land;

1. **Thence** with a proposed cutback line of F.M. 3072 (Dicker Road), South 36°47'45" East, a distance of 42.62 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." set for corner;
2. **Thence** with the North Proposed Right of Way line of F.M. 3072 (Dicker Road), South 81°39'19" East, a distance of 151.42 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." set for corner;
3. **Thence** continuing with the North proposed Right of Way line of F.M. 3072 (Dicker Road), South 75°04'06" East, at a distance of 26.85 feet passing the West line of said called 1.15 acre tract of land, continuing a total distance of 119.87 feet to a 5/8" iron pin with plastic cap stamped "R.O.W. PROP. COR." set in the existing North Right of Way line of F.M. 3072 (Dicker Road), for the East corner of this herein described tract of land;

4. **Thence** with the North existing Right of Way line of F.M. 3072 (Dicker Road), North  $81^{\circ}44'59''$  West a distance of 130.54 feet to a point for corner;
5. **Thence** continuing with the North existing Right of Way line of F.M. 3072 (Dicker Road) North  $76^{\circ}02'20''$  West, a distance of 100.49 feet for a corner;
6. **Thence** continuing with the North existing Right of Way line of F.M. 3072 (Jackson Road), North  $81^{\circ}44'59''$  West a distance of 50.00 feet for the Southwest corner of this herein described tract of land, from which a scribed "X" in sidewalk bears South  $42^{\circ}18'13''$  East a distance of 1.09 feet;
7. **Thence** with an existing cutback line of F.M. 3072 (Dicker Road), North  $36^{\circ}41'44''$  West a distance of 28.44 feet to the existing East Right of Way line of F.M. 2061 (Jackson Road), for a corner of this herein described tract of land;
8. **Thence** with the existing East Right of Way line of F.M. 2061 (Jackson Road), North  $08^{\circ}15'01''$  East a distance of 14.17 feet to the **Point of Beginning** and being a 2,440 square foot or 0.0560 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.

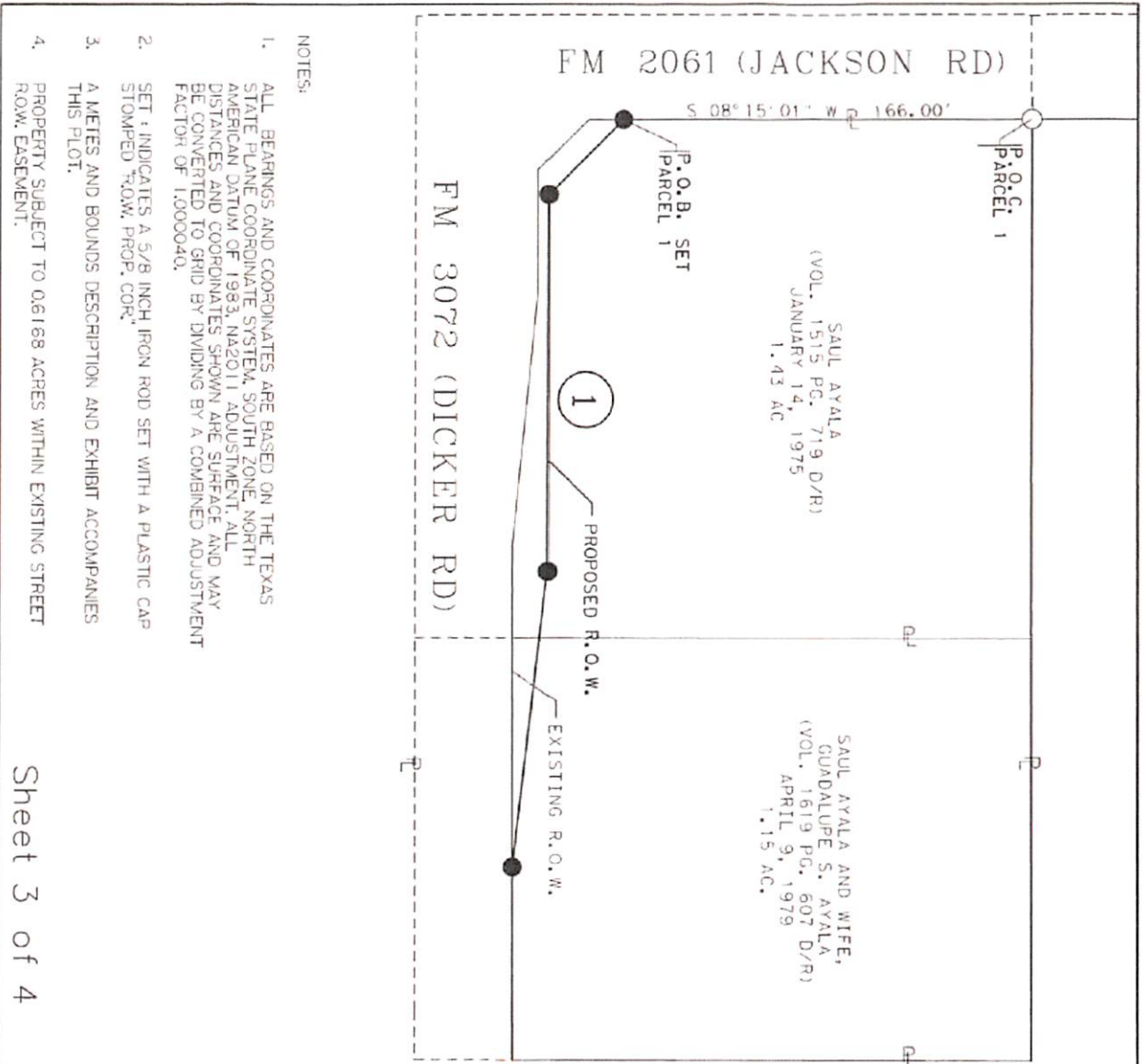
A plat survey of even survey date herewith accompanies this description.

Survey performed on the ground, under my supervision, and completed July 15, 2016.

 08/24/2016

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, NA2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.000040.
  2. SET INDICATES A 5/8 INCH IRON ROD SET WITH A PLASTIC CAP STOMPED "ROW, PRCP. COR."
  3. A METES AND BOUNDS DESCRIPTION AND EXHIBIT ACCOMPANIES THIS PLOT.
  4. PROPERTY SUBJECT TO 0.6168 ACRES WITHIN EXISTING STREET R.O.W. EASEMENT.

Sheet 3 of 4



PARENT TRACT INSET  
PARCEL 1  
N.T.S.



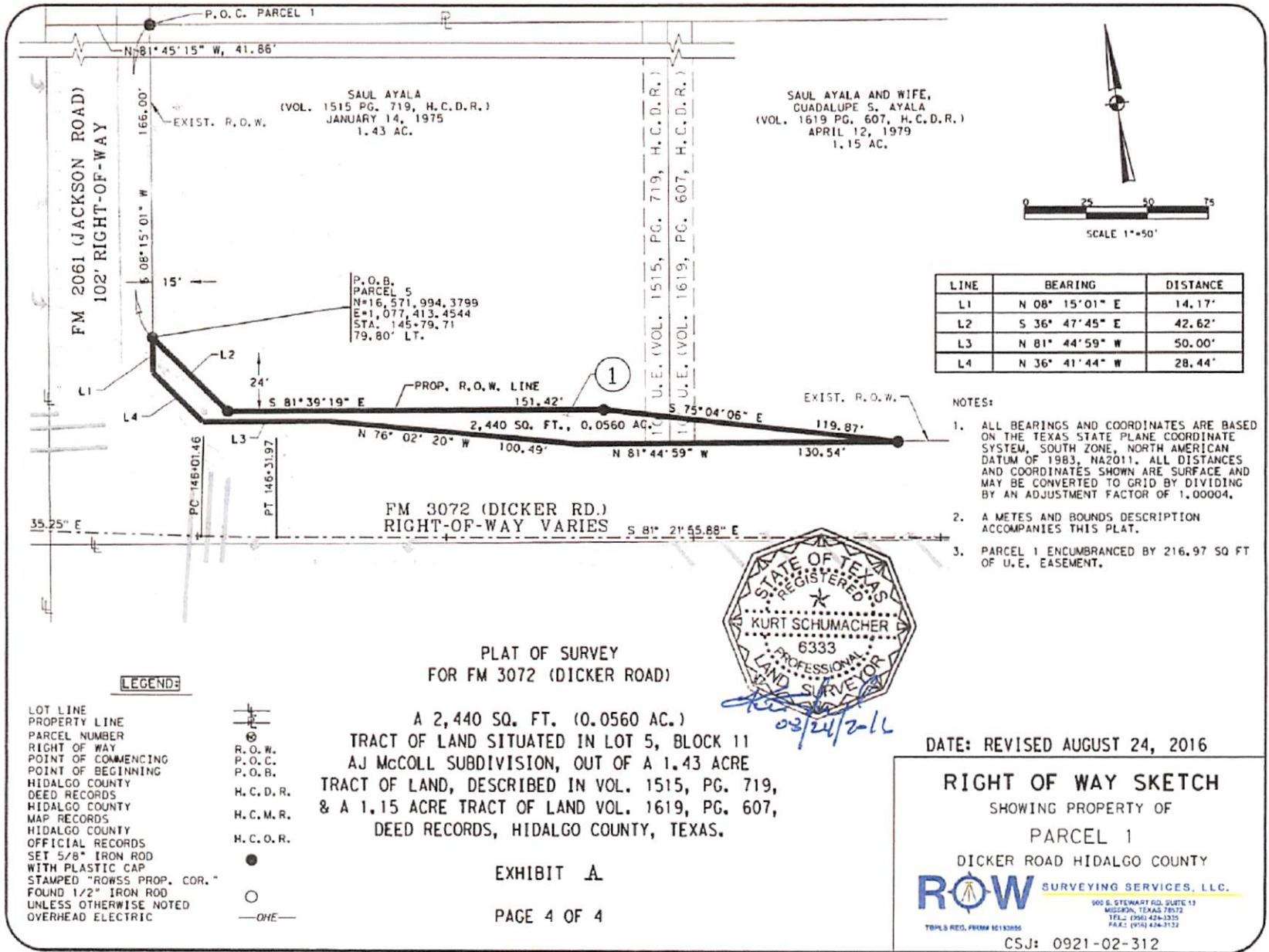
I DO HEREBY CERTIFY THAT THE PLAT SHOWN, HEREON CONFORMS TO THE CURRENT GENERAL RULES OF PROCEDURES AND PRACTICES AS PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS.  
*Kurt Schumacher* 08/24/2016  
KURT SCHUMACHER, R.P.L.S. #6333

DATE: REVISED AUGUST 24, 2016

EXISTING	TAKING	REMAINING
Called 2.580 AC.	0.0560 AC.	2.5240 AC.
	2.440 SQ. FT.	

RIGHT OF WAY SKETCH  
SHOWING PROPERTY OF

PARCEL 1  
DICKER ROAD HIDALGO COUNTY  
**ROW** SURVEYING SERVICES, LLC.  
100 S. STEWART AVE. SUITE 15  
DICKER, TEXAS 78223  
TEL: (866) 424-2376  
FAX: (866) 852-7118  
CSJ : 0921-02-312



### **Part To Be Acquired**

In order to determine the unit market value of the subject property as a whole, the Sales Comparison Approach "as vacant" is utilized to determine the subject land value. Once this is completed, the appraiser shall utilize the unit rate (value per square foot or per acre) for the determination of the pro-rata valuation. This determination of market value is based on the fee simple estate for the property with the current highest and best use. During the analysis of the unit rate, the appraiser has been instructed by jurisdictional exception to disregard any decreases or increases in the market value that are directly caused by the public improvement or its likelihood, prior to the date of valuation. This is applied to the determination of the value as a whole, part to be acquired and the remainder before acquisition. In the remainder after scenario, the determination of market value must consider the effect of the proposed acquisition on the remainder after, in order to determine if any damages (diminution in value) were incurred, as required by State Law.

The determination of market value of the part to be acquired is based on the comparability to other commercial lots within the market area, by utilizing the Sales Comparison Approach "as vacant". Upon the valuation of the part to be acquired, a valuation of the remainder before and after the acquisition shall be analyzed to determine the diminution in market value (if any). The following pages shall determine the market value of each segment, in order to determine the total compensation for the part to be acquired.

**PART TO BE ACQUIRED**

Highest and Best Use:

The highest and best use of the subject property is for commercial use.

<b>Contributory Value of Improvements</b>		
Asphalt (1,379 sf x \$3.50/sf @ 75% Depreciation)		\$ 1,207
<b>Total Contributory Value of Improvements</b>		\$ 1,207
Land	2,440 SF @ \$ 11.00 / Square Foot	\$ 26,840
Total Land		\$ 26,840
<b>TOTAL AS A UNIT</b>		<b>\$ 28,047</b>

**REMAINDER BEFORE THE ACQUISITION**

<b>Contributory Value of Improvements</b>		
Tire Shop (Stated Value as per HCAD)		\$ 25,502
Residence No. 1 (Stated Value as per HCAD)		\$ 8,749
Residence No. 2 (Stated Value as per HCAD)		\$ 5,004
Asphalt (6,463 sf x \$3.50/sf @ 75% Depreciation)		\$ 5,655
<b>Total Contributory Value of Improvements</b>		\$ 44,910
Land	109,945 SF @ \$ 11.00 / Square Foot	\$ 1,209,395
Total Land		\$ 1,209,395
<b>TOTAL AS A UNIT</b>		<b>\$ 1,254,305</b>



**Remainder After Acquisition**

The remainder after shall be left with a section of land that will have sufficient area for commercial use. Based on the land area remaining, the highest and best use shall remain for commercial use. The overall site and functionality of the remainder after shall not be damaged by the proposed acquisition. Therefore, no diminution to market value is assessed for the remainder after the acquisition.





### **Explanation of Adjustments with Reconciliation**

The sales comparison approach utilizes three (3) sales with similar highest and best uses as the subject property. Each of these sales was gathered through various sources, including but not limited to, the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various property owners in the surrounding market area. Each sale was confirmed with at least two sources, which include the Hidalgo County Deed Records and the Hidalgo Count Appraisal District. The sites associated with these were visited to determine the true comparability toward the subject property. They were reviewed for items recognized by the market that affect market value, including but not limited to, conditions of the sale, market conditions, relative location, physical characteristics, and available utilities. These and other factors that are recognized for arms-length transactions are examined and may require adjustments for any differences found in comparison to the subject property. After adjustments were made to each sale, an adjusted unit range of value of \$8.48 per square foot to \$11.30 per square foot was determined. A unit rate near the upper-end of the adjusted range was selected, i.e., \$11.00 per square foot.

**COST APPROACH**

Whole:

Part to be Acquired:

Remainder After:

<b>ESTIMATED REPLACEMENT / REPRODUCTION COST</b>					
<b>IMPROVEMENT</b>	<b>Number of Units</b>	<b>\$ Per Unit</b>	<b>Cost New</b>	<b>Depreciation</b>	<b>Value</b>
Tire Shop (Stated Value as per HCAD)	1920	As Per HCAD			\$ 25,502
Residence No. 1 (Stated Value as per HCAD)	676	As Per HCAD			\$ 8,749
Residence No. 2 (Stated Value as per HCAD)	592	As Per HCAD			\$ 5,004
<b>Contributory Value of the Buildings</b>					<b>\$ 39,255</b>
<b>Accessory Improvements</b>					
<b>Contributory Value of the Accessory Improvements</b>					<b>\$ -</b>
<b>Site Improvements</b>					
Asphalt Pavement	6463	\$ 3.50	\$ 22,621	75%	\$ 5,655
<b>Contributory Value of the Site Improvements</b>					<b>\$ 5,655</b>
<b>Contributory Value of All Improvements</b>					<b>\$ 44,910</b>
	<b>Net Land Area</b>		<b>Price / Unit</b>		
Land Value (Fee)	109,945	SF @	\$ 11.00	/ SF	\$ 1,209,395
<b>Estimated Value By Cost Approach</b>					<b>\$ 1,254,305</b>

**SALES COMPARISON APPROACH**

Whole:  Part to be Acquired:  Remainder After:   
 Land:  Improved:

**VALUATION GRID**

**REPRESENTATIVE COMPARABLE SALES**

Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3		
Grantor							
Grantee							
Date of Sale							
Unit Price	\$ - /SF	\$ - /SF	\$ - /SF	\$ - /SF	\$ - /SF	\$ - /SF	
Relative Location	Average		0%		0%		0%
Lot Location	Corner		0%		0%		0%
Financing	Conventional		0%		0%		0%
Conditions of Sale	Cash to Seller		0%		0%		0%
Market Conditions	Average		0%		0%		0%
Physical Characteristics	Average		0%		0%		0%
Available Utilities	All Utilities		0%		0%		0%
Street Access	Public		0%		0%		0%
Size of Improvement	SF	SF	0%	SF	0%	SF	0%
Net Adjustments			0%		0%		0%
Indicated Unit Value	\$ - /SF	\$ - /SF	\$ - /SF	\$ - /SF	\$ - /SF	\$ - /SF	\$ - /SF
Estimated Unit Value of Fee Simple Area					\$ - /SF		

Estimated Value by Sales Comparison Approach \_\_\_\_\_

Not Applicable

**INCOME APPROACH**

Whole:

Part to be Acquired:

Remainder After:

Potential Gross Income	.....			\$	-
Vacancy	%			\$	-
Effective Gross Income	.....			\$	-
Expenses				\$	-
Fixed: Taxes.....		\$	-	\$	-
Insurance.....		\$	-	\$	-
Variable: Management.....		\$	-	\$	-
Other		\$	-	\$	-
		\$	-	\$	-
		\$	-	\$	-
Total Expenses	.....			\$	-
Net Operating Income	.....			\$	-
Income Capitalized @		%	.....	\$	-
Plus: Value of Excess Land (If Any)			.....	\$	-
			.....	\$	-
Estimated Value By Income Approach	.....				Not Applicable

### COMPENSATION SUMMARY

#### WHOLE PROPERTY

The market value of the whole property is ..... \$ 1,282,352

#### PART TO BE ACQUIRED

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject to any existing easements, if any, which are not to be extinguished) ..... \$ 28,047

#### REMAINING PROPERTY

The value of the remainder immediately before the taking is..... \$ 1,254,305

Considering the uses to which the part taken is to be subjected, the market value of the remainder immediately acquisition is ..... \$ 1,254,305

NET DAMAGES OR ENHANCEMENTS (if any) ..... \$ -

#### ACCESS

The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of ..... \$ -

COST TO CURE ..... \$ -

TOTAL COMPENSATION ..... \$ 28,047

**Leonel Garza III**  
President of Leonel Garza Jr. & Associates LLC

**Company Bio**

Leonel Garza Jr. & Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

**Property Tax Division**

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With accounts throughout South Texas including the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, national franchises, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties and specialty type properties.


**Right-of-Way Division**

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support. Clients include the Texas Department of Transportation (TxDOT), Texas Attorney General Office Real Estate Division, Hidalgo County Drainage District No. 2, Hidalgo County Regional Mobility Authority (HCRMA), American Electric & Power (AEP), Electric Transmission of Texas, Hidalgo County Precinct No. 2, Hidalgo County Precinct No. 3, Hidalgo County Precinct No. 4 and United Irrigation District.

**Texas A&M University, College Station, Texas**  
Bachelor of Science Degree, 1995  
Biomedical Science Major

**Texas Appraiser Licensing and Certification Board**  
Certified General Real Estate Appraiser  
TX 1328375 G

**Texas Department of Licensing and Regulation**  
State Certified Property Tax Consultant  
TX 00003181

<b>Texas Appraiser Licensing and Certification Board</b> P.O. Box 12188 Austin, Texas 78711-2188 Certified General Real Estate Appraiser		
Number:	TX 1328375 G	
Issued:	12/30/2016	Expires: 12/31/2018
Appraiser:	LEONEL GARZA III	
<small>Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.</small>		
		 Douglas E. Oldmixon Commissioner

## **Community Service & Professional Organizations**

### **Appraisal Institute** Associate Member

The Appraisal Institute is a global professional association of real estate appraisers, with nearly 20,000 professionals in almost 60 countries throughout the world. Its mission is to advance professionalism and ethics, global standards, methodologies, and practices through the professional development of property economics worldwide. ([www.appraisalinstitute.org](http://www.appraisalinstitute.org)).

### **National Association of Master Appraisers**

Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience. ([www.naappraisers.org](http://www.naappraisers.org))

### **International Right of Way Association (IRWA)** Associate Member 7899430

The International Right of Way Association is a professional member organization comprised of global infrastructure real estate practitioners. IRWA has served professionals who acquire, manage and transfer the land rights needed for building and maintaining energy and transportation infrastructure. Recognized for their high ethical standards, commitment to integrity and professional excellence, IRWA's nearly 10,000 members hail from over 15 countries around the world. They are united by their profession and their commitment to pursuing training and professional development through courses, chapter meetings, seminars and the annual education conference. ([www.IRWA.com](http://www.IRWA.com))

### **Hidalgo County Subdivision Advisory Board** Chairman of the Board

This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. Appointed to the board since May 1999.

### **Hidalgo County Building Line of Adjustments** Chairman of the Board

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction. Appointed to the board since January 2005.

### **McAllen Planning and Zoning Board** Former Member & Chairman

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development. Member of board from February 8, 2010 to January 28, 2016.

### **McAllen Traffic Commission Board** Former Member & Vice Chairman

Makes recommendations to the City Commission to reduce and eliminate traffic congestion and flow throughout the City. Member of board from April 14, 2008 to June 24, 2014.

McAllen Zoning Board of Adjustments and Appeals

Former Member & Chairman

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings. Member of board from February 2002 to February 2008.

McAllen Ambulance Advisory Committee

Former Member & Vice Chairman

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

McAllen Building Board of Adjustments and Appeals

Former Member

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants. Board member from January 28, 2002 to December 31, 2003

(Continued on next page)

SAUL AYALA and wife, GUADALUPE S. AYALA,  
 of the County of Hidalgo, and State of Texas, all of the following described real  
 property in Hidalgo County Texas to-wit

the payment of which note secured by the vendor shall herein retained, and additionally secured by a deed of  
 trust of even date herewith to RUCEN R. CAPRIAS,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

of the County of Hidalgo, and State of Texas, all of the following described real

property in Hidalgo County Texas to-wit

which is hereby acknowledged, and the entire consideration of the execution and agreement to pay  
 by grantees herein of their one certain promissory note, of even date herewith, in the  
 principal amount of \$7,351.42, payable to the order of First National Bank of McAllen,  
 McAllen, Texas, in sixty (60) equal monthly installments of \$156.19 each, including  
 principal and interest, the first of such monthly installments to become due and payable  
 on the 10th day of May, 1979, and a like installment to become due and payable on the  
 10th day of each succeeding month thereafter until the entire indebtedness has been  
 fully paid off and satisfied.

in consideration of the sum of TEN AND NO/100 (\$10.00) ----- DOLLARS

RAMIRINO GONZALEZ, under Power of Attorney dated May 31, 1978, filed for record in the  
 office of the County Clerk of Hidalgo County, Texas, as Instrument No. 12139  
 HIDALGO, TEXAS, for and

THE STATE OF TEXAS  
 COUNTY OF HIDALGO

WARRANTY DEED WITH VENDORS EASE

NOTICE

12139

01068

WARRANTY DEED

1.15 acre tract of land out of the Southwest portion of Lot 5, Block 11, A. J. McGill Subdivision, Parcel 68, Hidalgo County, Texas, more particularly described by meter and bounds as follows:

COMMERCING at the Southwest corner of said Lot 5, at the intersection of Farm to Market Road #2061 (Jackson Road) and Farm to Market Road #3072; THENCE, with the South line of Lot 5, South 81 degrees 26' 10" East, 250.0 feet to a point for the Southeast corner of the following described tract of land and POINT OF BEGINNING of this survey; THENCE, Parallel to the West line of Lot 5, North 8 degrees 40' 20" East, at 40.0 feet pass an iron pipe set on the North line of F. M. #3072 and at 250.0 feet an iron pipe set for the Northwest corner hereof; THENCE, Parallel to the South line of Lot 5, South 81 degrees 26' 10" East, at 170.0 feet pass an iron pipe set for the West line of proposed 60 foot road right-of-way and at 200.0 feet a point for the Northeast corner hereof, said point being in the center of said proposed road; THENCE, parallel to the West line of Lot 5, South 8 degrees 40' 20" West, at 112.35 feet pass the North line of F. M. #3072 and at 250.0 feet a point on the South line of Lot 5, for the Southeast corner hereof, said point being in F. M. #3072; THENCE, with the South line of Lot 5, in F. M. #3072, North 81 degrees 26' 10" West, 200.0 feet to the PLACE OF BEGINNING, containing 1.15 acres of land, more or less, of which the South 0.15 acre, is an existing F. M. #3072 right-of-way and the West 10.0 feet of the North 210 feet comprising 0.05 acre is hereby set aside for utility easement and the East 10.0 feet of the North 210 feet, more or less, comprising 0.15 acre is hereby set aside for road purposes.

SUBJECT TO reservation by prior grantor herein of a perpetual easement across the surface and/or underground of the above described property for the right to use such easement for an irrigation canal, which shall be a covenant running with the land.

appurtenances thereto in any way as aforesaid  
forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee s, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute

EXECUTED this 26th day of April, A. D. 1979.

*Margarita A. Gonzalez*  
Margarita Gonzalez, Individually & as  
Attorney-in-Fact for my husband,  
Ramiro Gonzalez  
*Margarita A. Gonzalez*

SUBJECT TO all reservations of all oil, gas and other mineral interests of record,  
 SUBJECT TO all and Gas Leases, if any, of record,  
 SUBJECT TO easements and building restrictions and conditions, if any, of record;  
 SUBJECT TO all easements, rules, regulations and covenants in favor of a water improve-  
 ment district, if any;  
 SUBJECT TO all visible easements, if any;

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and  
 appurtenances thereto in any wise belonging unto the said grantee & their heirs and assigns  
 forever, and I do hereby bind myself, my heirs, executors and administrators TO  
 WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee & their  
 heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part  
 thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above  
 described premises, is retained against the above described property, premises and improvements until the above  
 described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof,  
 when this Deed shall become absolute

EXECUTED this 9th day of April, A. D. 1979.

*Margarita Gonzalez*  
 Margarita Gonzalez, Individually & as  
 Attorney-in-Fact for my husband,  
 Ramiro Gonzalez  
*Margarita Gonzalez*

(Acknowledgment)

THE STATE OF TEXAS  
 COUNTY OF HIDALGO }

Before me, the undersigned authority, on this day personally appeared

MARGARITA GONZALEZ,

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me  
 that she executed the same for the purposes and consideration therein expressed, and in the capacity  
 therein stated.

Given under my hand and seal of office on this the 11th day of April, A. D. 1979.

*Diana G. Villar*  
 Notary Public in and for Hidalgo  
 DIANA G. VILLAR  
 NOTARY PUBLIC IN AND FOR  
 HIDALGO COUNTY TEXAS  
 My Comm. Expires 31 March 8

McALLEN, TEXAS 78501  
VALLEY FEDERAL BLDG., SUITE 7  
**CARDENAS & WHITIS**

CHARGE AND RETURN TO

PLEASE RETURN TO:

**CARDENAS & WHITIS**  
ATTORNEYS AT LAW  
Suite 7, Valley Federal Building  
McALLEN, TEXAS 78501

PREPARED IN THE LAW OFFICE OF

RRC/ds

~~SANTOS SALDANA  
Notary Public, Hidalgo County, Texas~~

MAY 14 1979

FILED FOR RECORD THIS DATE  
AT 5:00 P.M.

TO

WARRANTY DEED  
WITH AFFIDAVIT

12139