



# HIDALGO COUNTY PRECINCT 2



Eduardo "Eddie" Cantu  
COUNTY COMMISSIONER

## MEMO

TO: Commissioner's Court

FROM: Jaime Salinas,  
Hidalgo County Right of Way Department

TE: June 8, 2017

RE: Hidalgo County Precinct No.2 Las Milpas Replacement Project (Parcel # 1 part  
1& 2)  
  
(RGV Morin Children LLC) Counter-offer approval request

Attached please find the letter provided by property owner for the above-mentioned project.

Appraised Value:	\$ 1,698.00
Settlement Request:	\$ 2,663.00
Difference to Landowner	\$ 965.00

Commissioners Court Executive Session June 13, 2017

Approved; AG

Not Approved; \_\_\_\_\_

From: RGV Morin Children LLC  
c/o Dorothy Jean Malcom  
7709 N. 1<sup>st</sup> Street  
McAllen, Texas 78504

To: Hidalgo County Precinct 2  
Mr. Jaime Salinas, ROW Agent  
300 W. Hall acres, Suite G  
Pharr, Texas 78577

May 30, 2017

Dear Mr. Salinas:

Thank you for your correspondence of May 25, 2017 regarding Parcel 1 (Part 1 & 2) and Parcel 2 (Part 1 & 2) of the Las Milpas Bridge Replacement Project.

After reviewing the appraisal report and the offer letter we have prepared this request for administrative settlement.

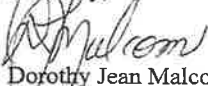
The appraisal prepared for the County identifies three comparable sales ranging in size from 4.39 acres to 40 acres. Our property was appraised as a 40 acre tract.

The market in this area is for smaller sized tracts. Almost everyone that calls is interested in 5 acre (or smaller) tracts. Comparable sales #2 and #3 are around 5 acres each and sold for \$34,169/acre and \$35,000/acre. Each of our parcels contains a part 1 and part 2 with the 2 parts divided by a drainage ditch. Our property is very similar to comparable sales #2 and #3 and could be sold in tracts like sales #2 and #3. Since the two parcels are divided into four separate tracts, it seems reasonable to value the property as 4 tracts similar in size to land sales #2 and #3. Our proposal for administrative settlement is based on the following amounts:

Parcel 1	Acres	\$/Acre	Amount	Parcel 2	Acres	\$/Acre	Amount
Part 1	0.0503	\$34,500	\$1,735	Part 1	0.0545	\$34,500	\$1,880
Part 2	0.0269	\$34,500	\$928	Part 2	0.0613	\$34,500	\$2,115
<b>Total</b>	<b>0.0503</b>	<b>\$34,500</b>	<b>\$2,663</b>	<b>Total</b>	<b>0.1158</b>	<b>\$34,500</b>	<b>\$3,995</b>

Thank you for your help, I look forward to hearing from you soon.

Sincerely,



Dorothy Jean Malcom  
President, RGV Morin Children LLC  
Cell 956 369-0371



## 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 circuitry 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.



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Leonel Garza III  
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 lines 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 (2014-2015 Edition) 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, the City of Edinburg 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 Hidalgo County Precinct No. 2. The acquisition of the subject property (whole or part) shall be utilized for the expansion and extension of Las Milpas Road. The project limits begin and end at the east and west side of the canal bridge on Las Milpas Road in-between Alamo Road and Tower 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 properties may not have active utilities available to the site, which may extend the overall exposure and marketing time period.

### **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**

1. *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.*
2. *It is assumed that the subject property owner can obtain a building permit upon completion or extension of utilities within the subdivision.*
3. *The subject property as a larger unit consists of approximately 80.0 acres; however, a smaller economic unit of 40.0 acres was utilized for the subject property.*

### **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: Las Milpas Road  
From:  
Parcel 1 & 2

RGV Morin Children LLC  
c/o Dorothy Jean Malcon  
104 Xanthisma Avenue  
McAllen, Texas 78504

To Whom It May Concern:

Garza & Associates LLC has been contracted by Hidalgo County Precinct No. 2, to appraise your property along Las Milpas 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', 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

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7015 1520 0002 5945 3753

Certified Mail Fee		\$
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage		\$
Total Postage (incl. fees)		\$
Sent to <b>RGV Morin Children LLC</b>		
c/o Dorothy Jean Malcon		
Street and Apt. No. (or P.O. No.)		
<b>104 Xanthisma Avenue</b>		
City, State, ZIP+4®		
<b>McAllen, Texas 78504</b>		



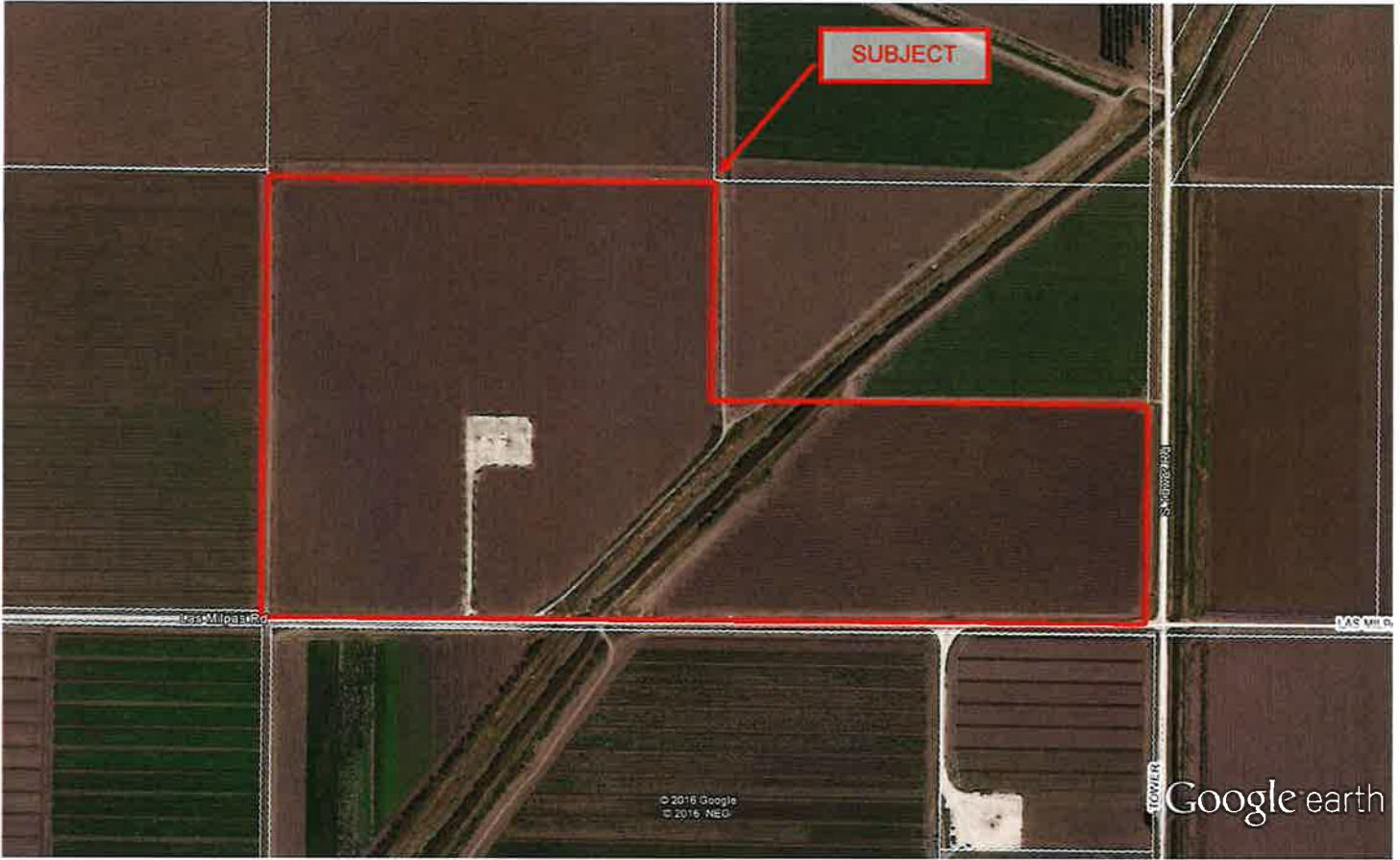
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature</p> <p><i>M. J. Schweider</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>
<p>1. Article Addressed to:</p> <p><b>RGV Morin Children LLC</b>  <b>c/o Dorothy Jean Malcon</b>  <b>104 Xanthisma Avenue</b>  <b>McAllen, Texas 78504</b></p> <p>Parcel No. 1 &amp; 2                  Las Milpas Road Project</p>  <p><b>9590 9403 0941 5223 1169 08</b></p>	<p>B. Received by (Printed Name)</p> <p><b>M. J. Schweider</b></p> <p>C. Date of Delivery</p> <p><b>12/13/16</b></p>
<p>2. Article Number (Transfer from service label)</p> <p><b>7015 1520 0002 5945 3753</b></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                  If YES, enter delivery address below:</p> 
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Mail Restricted Delivery (M)</p>	<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**AERIAL MAP WHOLE TRACT**



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

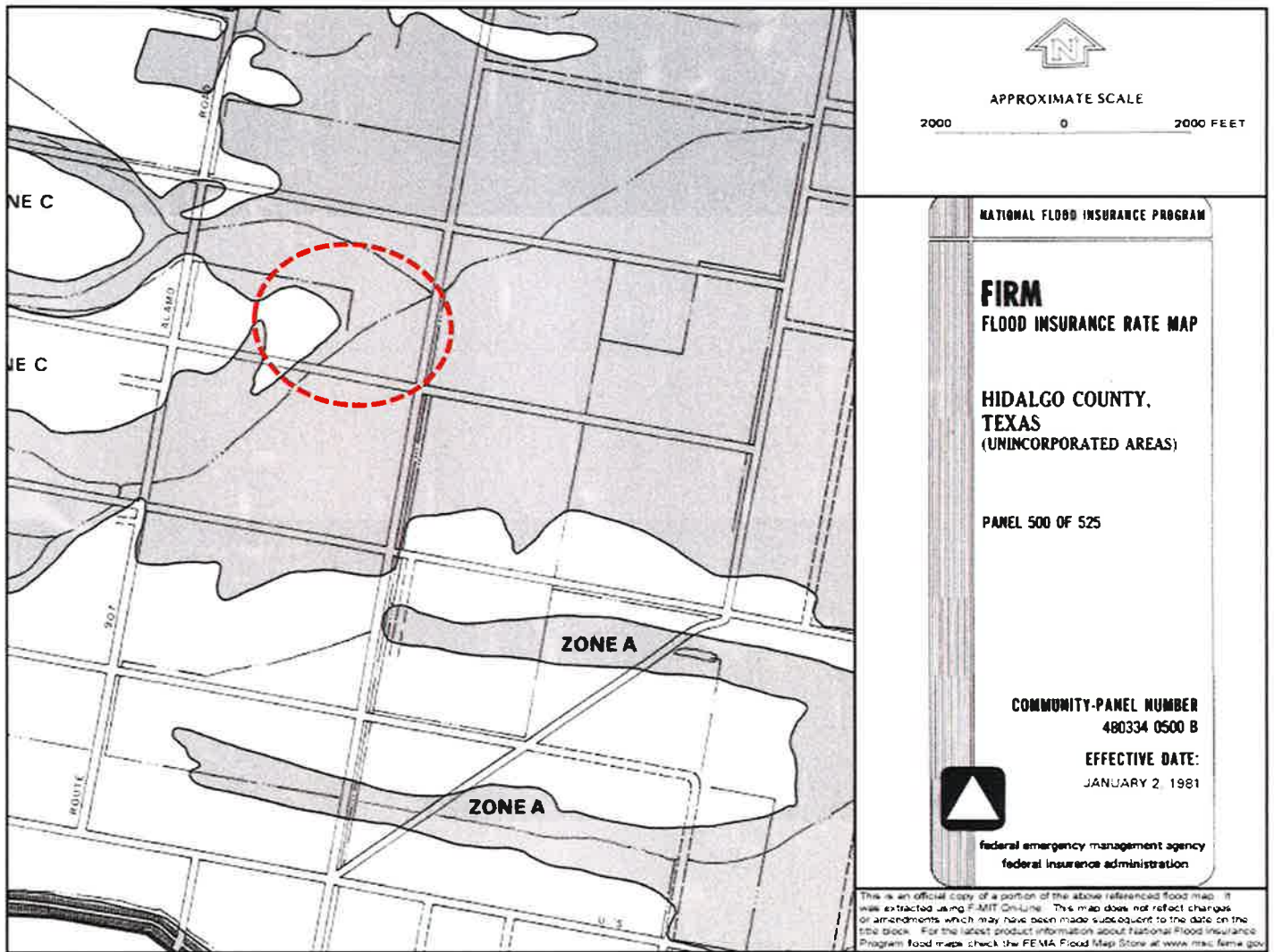
**Available Utilities**

According to the City of Alamo, the subject property is located outside of the city limits of Alamo, and has access to water provided by Military Highway Water Supply. Sanitary sewer service is not provided by Military Highway Water Supply; therefore, the subject property does not have access to sanitary sewer service.

**Municipal Zoning**

The property is located outside the city limits of Alamo, Texas, and Hidalgo County does not enforce any zoning ordinances; therefore, the subject property is not subject to zoning.

**Flood Zone Designation**



The subject property is located in Flood Zones A & C. Zone C is not designated as a Special Flood Hazard area, but Zone A is a Special Flood Hazard area. A flood hazard areas 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. Parcel 1, Part 1 & 2

Local Address: Northwest corner of Las Milpas Road and Tower Road, south of Alamo, Texas

Date Taken: May 24, 2017

Taken By: Leonel Garza Jr., & Associates

Point which taken: Photo 1: Las Milpas Road  
Photo 2: Las Milpas Road

Looking: Photo 1: Eastern View  
Photo 2: Western View



Photo 1  
Eastern view of the proposed acquisition of Parcel 1, Part 1



Photo 2  
Western view of the proposed acquisition of Parcel 1, Part 1

Point which taken: Photo 3: Las Milpas Road  
Photo 4: Las Milpas Road

Looking: Photo 3: Northwestern View  
Photo 4: Eastern View



Photo 3  
View of canal running through subject property.



Photo 4  
Eastern view of the proposed acquisition of Parcel 1, Part 2

**Whole Property**

The subject property is vacant 40.0-acre agricultural tract of land located at the northwest corner of Las Milpas Road and Tower Road, south of Alamo, Texas. The subject property is legally described as Lot 16, Block 17 of Alamo Land and Sugar Company Subdivision. The subject property has approximately 2,600.0' lineal feet of frontage along the north side of Las Milpas Road, and 645.0' lineal feet along the west side of Tower Road. The subject property is not subject to municipal zoning and has access to potable water but not to sanitary sewer. Currently, the subject property is being utilized for agricultural row-crop farming.



### **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. 5<sup>th</sup> Edition Chicago: Appraisal Institute, 2010*

### **Legally Permissible**

The subject property is located south of Alamo, Texas, within the jurisdiction of Hidalgo County. Therefore, the subject property is not subject to any zoning ordinance, and any use would be considered legally permissible.

### **Physically Possible**

The subject property is an L-shaped 40.0-acre tract, which is located at the northwest corner of Las Milpas Road and Tower Road. Las Milpas Road and Tower Road are both caliche unpaved roads. The subject property has access to water provided by Military Highway Water Supply; however, sanitary sewer service is not available. The subject property has sufficient size, adequate shape, access, and access to utilities, to be developed for residential or light industrial use.

### **Financially Feasible**

Based on the surrounding uses and access to the subject property, an agricultural use is determined to be the most financially feasible use. This is based on Las Milpas Road and Tower Road being unpaved roadways that cannot support heavy truck traffic or commercial traffic levels.

### **Maximally Productive**

The subject property is currently being utilized for agricultural purposes, as of the date of appraisal. The overall site would be at its maximally productive state for continued agricultural purposes. This is based on Las Milpas Road and Tower Road being unpaved roadways that cannot support heavy truck traffic or commercial traffic levels.

The overall highest and best use is confirmed to be for continued agricultural use. No other economic use is appropriate for the site.

**Property Tax Assessment**

The Hidalgo County Appraisal District is currently reviewing and re-assessing property values for Year 2016. As such, the assessed value may be subject to change for the 2016 tax year. Property tax protest typically begins on or about May 31<sup>st</sup> annually. 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.

**Hidalgo CAD**

**Property Search Results > 111397 RGV MORIN CHILDREN LLC for Year 2017**

**Property**

**Account**

Property ID:	111397	Legal Description:	ALAMO LAND & SUGAR CO BLK 17, LT 15 S 1/2 & 10T 16 56.14AC NET
Geographic ID:	A1800-00-017-0015-10	Agent Code:	ID:1004426
Type:	Real		
Property Use Code:			
Property Use Description:			

**Location**

Address:	FM 3072 TX	Mapsc0:	
Neighborhood:		Map ID:	
Neighborhood CD:			

**Owner**

Name:	RGV MORIN CHILDREN LLC	Owner ID:	953191
Mailing Address:	C/O DOROTHY JEAN MALCON 104 XANTHISMA AVE MCALLEN, TX 78504-2325	% Ownership:	100.0000000000%

Exemptions:

**Values**

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$421,050	\$23,691
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$421,050	
(-) Ag or Timber Use Value Reduction:	-	\$397,359	
<hr/>			
(=) Appraised Value:	=	\$23,691	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$23,691	

**Taxing Jurisdiction**

Owner: RGV MORIN CHILDREN LLC  
 % Ownership: 100.0000000000%  
 Total Value: \$421,050

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$23,691	\$23,691	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095100	\$23,691	\$23,691	\$22.53
FD4	EMS DIST #04	0.027200	\$23,691	\$23,691	\$6.44
GHD	HIDALGO COUNTY	0.590000	\$23,691	\$23,691	\$139.78
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	\$23,691	\$23,691	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.185000	\$23,691	\$23,691	\$43.83
R14	ROAD DIST 14	0.000000	\$23,691	\$23,691	\$0.00
SHD	HIDALGO ISD	1.490000	\$23,691	\$23,691	\$353.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$23,691	\$23,691	\$11.66
Total Tax Rate:		2.436500			
Taxes w/Current Exemptions:					\$577.24

**Improvement / Building**

No improvements exist for this property.

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	H	1WETFARM	56.1400	2445458.40	0.00	0.00	\$421,050	\$23,691

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	\$0	\$421,050	23,691	23,691	\$0	\$23,691
2016	\$0	\$421,050	25,095	25,095	\$0	\$25,095
2015	\$0	\$159,999	26,105	26,105	\$0	\$26,105
2014	\$0	\$159,999	24,782	24,782	\$0	\$24,782

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

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	1/27/2011	SWD	SPEC. W/D	MORIN JUDITH A ET AL	RGV MORIN CHILDREN LLC			2174104
2	1/27/2011	SWD	SPEC. W/D	MORIN JULIANN TRST	MORIN JUDITH A ET AL			2174101
3	9/28/2004	GWD	GEN. W/D	MORIN JULIANN TRST	FORTCO PROPERTIES LTD			1386341

**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 agricultural use. This classification shall be utilized for the determination of value for the whole property.

**VALUATION APPROACHES**

Cost Approach ..... \$ Not Applicable  
 Sales Comparison Approach..... \$ 880,000  
 Income Approach..... \$ Not Applicable

**RECONCILIATION OF APPROACHES TO VALUE**

Since the subject property is a vacant tract with no contributory improvements, the Sales Comparison Approach “as vacant” is the only reliable method to value the whole property.

<b>Contributory Value of Improvements</b>	
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
<b>Total Contributory Value of Improvements</b>	<b>\$ -</b>

Land Value	40.00 Acres @ \$ 22,000 / Acre	\$ 880,000
Total Land Value		<u>\$ 880,000</u>
<b>Reconciled Final Value</b>		<b>\$ 880,000</b>

Each approach developed follows this page and is sequenced as shown below.  
 Land Value, pg 3.1      Cost Approach, pg 3.7      Sales Comparison Approach, pg 3.8      Income Approach, pg 3.9





**COMPARABLE DATA SUPPLEMENT**

District: 21 Parcel No.: 1 Highway: Las Milpas Road  
 County: Hidalgo ROW CSJ: 0921-02-252

Land Sale  Improved Sale  Rental Data



Grantor/Lessor: German Zuniga, Jr. & Diana Grantee/Lessee: Marcos Perez Almaguer & Norma Perez Zuniga  
 Date: February 11, 2015 Recording Information: Deed No. 2587254 Key Map: Lon: W-98.160526 Lat: N26.111961  
 Address: 5402 E. Las Milpas Road, Pharr, TX Zip Code: 78577  
 Legal Description: A 5.00 acre tract of land, more or less, being the South 660.00 feet of the West 330.00 feet of the East 370.00 feet of Lot 54, STEWARTS ADDITION TO THE CONWAY GARDENS, Hidalgo County, Texas according to map thereof recorded in Volume 0, Page 43. Map Records of Hidalgo County, Texas.  
 Confirmed Price: \$175,000 Verified with: MLS No. A179679S  
 Terms and Conditions of Sale: Cash To Seller  
 Rental Data: N/A  
 Land Size: 5.000 Acres/ 217,800 Sq. Ft. Unit Price as Vacant: \$35,000 / Acre  
 Type Street: Asphalt Paved Utilities: Water / No 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: Res. / Light Industrial  
 Date of Inspection: May 22, 2017 Zoning: N/A Flood Plain:

*Attach additional information as necessary.*

Appraiser: Leonel Garza III  
 Date: May 24, 2017

**COMPARABLE DATA SUPPLEMENT**

District: 21 Parcel No.: 1 Highway: Las Milpas Road  
 County: Hidalgo ROW CSJ: 0921-02-252

Land Sale  Improved Sale  Rental Data



Grantor/Lessor: German Zuniga, a single man Grantee/Lessee: German Xavier Gonzalez, a single man  
 Date: January 05, 2015 Recording Information: Deed No. 2579131 Key Map: Lon: W-98.162258  
 Lat: N26.111935  
 Address: 5406 E Las Milpas Road, Hidalgo, TX Zip Code: 78577  
 Legal Description: A 4.39 acre tract of land being the South 660.00 feet of the West 950.00 feet of Lot 54, Stewart's Addition to Conway Gardens Subdivision as recorded in volume 0, page 43, map records, Hidalgo County, Texas, also being a portion of that certain described in Correction Gift Deed recorded in Instrument #891127, Official Records, Hidalgo County Texas.  
 Confirmed Price: \$150,000 Verified with: MLS No. A179676S  
 Terms and Conditions of Sale: Cash To Seller  
 Rental Data: N/A  
 Land Size: 4.390 Acres/ 191,228 Sq. Ft. Unit Price as Vacant: \$34,169 / Acre  
 Type Street: Asphalt Paved Utilities: Water / No 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: Vacant Highest & Best Use: Res. / Light Industrial  
 Date of Inspection: May 22, 2017 Zoning: N/A Flood Plain:

*Attach additional information as necessary.*

Appraiser: Leonel Garza III  
 Date: May 24, 2017

**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 \$21,000 per acre to \$22,269 per acre was determined. Based on the surrounding market and the limited utilities, a unit rate near the mid-range of the adjusted range was selected, i.e., \$22,000 per acre.

LOCATION MAP OF SALES



**COST APPROACH**

Whole:

Part to be Acquired:

Remainder After:

ESTIMATED REPLACEMENT / REPRODUCTION COST					
IMPROVEMENT	Number of Units	\$ Per Unit	Cost New	Depreciation	Value
		\$ -	\$ -	0%	\$ -
		\$ -	\$ -	0%	\$ -
<b>Contributory Value of the Buildings</b>					<b>\$ -</b>
<b>Accessory Improvements</b>					
		\$ -	\$ -	0%	\$ -
		\$ -	\$ -	0%	\$ -
<b>Contributory Value of the Accessory Improvements</b>					<b>\$ -</b>
<b>Site Improvements</b>					
		\$ -	\$ -	0%	\$ -
		\$ -	\$ -	0%	\$ -
		\$ -	\$ -	0%	\$ -
		\$ -	\$ -	0%	\$ -
		\$ -	\$ -	0%	\$ -
		\$ -	\$ -	0%	\$ -
<b>Contributory Value of the Site Improvements</b>					<b>\$ -</b>
<b>Contributory Value of All Improvements</b>					<b>\$ -</b>
	<b>Net Land Area</b>		<b>Price / Unit</b>		
Land Value (Fee)	40.00	SF @	\$	22,000 / SF	\$ 880,000
<b>Estimated Value By Cost Approach</b>					<b>\$ 880,000</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%	0%	0%
Lot Location		0%	0%	0%	0%	0%
Financing		0%	0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%	0%
Market Conditions		0%	0%	0%	0%	0%
Physical Characteristics		0%	0%	0%	0%	0%
Available Utilities		0%	0%	0%	0%	0%
Street Access		0%	0%	0%	0%	0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet
Net Adjustments		0%	0%	0%	0%	0%
Indicated Unit Value	\$ - /sf	\$ - /sf	\$ - /sf	\$ - /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	



**EXHIBIT "A"**

**County: Hidalgo**  
**Highway: Las Milpas Road**  
**CSJ: 0921-02-252**

Parcel 1  
Property Description

BEING a 0.0772 of an acre (3,362 square feet) parcel of land situated in the Benigno Leal Survey, Abstract No. 18, Hidalgo County, Texas, and being a portion of Lot 16, Block 17 of Alamo Land and Sugar Company Subdivision, as recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas, and being a portion of Tract 10 as described in deed to RGV Merin Children LLC, recorded in Document Number 2011-2174104, Deed Records Hidalgo County, Texas (D.R.H.C.T.), said 0.0714 of an acre being more particularly described by metes and bounds in two (2) parts as follows:

Part One – 0.0503 of an acre (2,190 square feet)

COMMENCING at a PK nail found at the common corner of Lot 1, Block 12, Lot 2, Block 12, Lot 15, Block 16 and Lot 16, Block 16 of said Alamo Land and Sugar Company Subdivision, said point being in the approximate center of Las Milpas Road;

THENCE, South 81 degrees 25 minutes 55 seconds East along the common north line of Block 12 and the south line of Block 16 of said Alamo Land and Sugar Company Subdivision and continuing along the common north line of Block 13 and the south line of Block 17 of said Alamo Land and Sugar Company Subdivision, a distance of 4,678.41 feet to a point for corner;

THENCE, North 08 degrees 16 minutes 25 seconds East departing the common north line of Block 13 and the south line of Block 17 of the Alamo Land and Sugar Company Subdivision, a distance of 20.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing north right-of-way line of Las Milpas Road, and being the POINT OF BEGINNING at Station 16+30.00, 25.51 feet left and having a surface coordinate of N=16,564,085.99' and E=1,105,647.85';

- 1) THENCE, North 08 degrees 16 minutes 25 seconds East departing the existing north right-of-way line of Las Milpas Road along the proposed north right-of-way line of Las Milpas Road, a distance of 14.49 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars";
- 2) THENCE, South 81 degrees 43 minutes 35 seconds East continuing along the proposed north right-of-way line of Las Milpas Road, a distance of 79.79 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" at an angle point;

- 3) THENCE, North 62 degrees 44 minutes 50 seconds East continuing along the proposed north right-of-way line of Las Milpas Road, a distance of 49.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the westerly line of a 200.0 foot wide easement to Hidalgo County Drainage District No. 1, South Lateral Drain Parcel 4, Tract 3, as recorded in Volume 1977, Page 7781, D.R.H.C.T.;
- 4) THENCE, South 17 degrees 12 minutes 35 seconds West, continuing along the proposed north right-of-way line of Las Milpas Road and westerly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement, a distance of 44.08 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing north right-of-way line of Las Milpas Road;
- 5) THENCE, North 81 degrees 25 minutes 55 seconds West departing the proposed north right-of-way line of Las Milpas Road and westerly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement along the existing north right-of-way line of Las Milpas Road, a distance of 112.82 feet to the POINT OF BEGINNING and containing 0.0503 acres (2,190 square feet) of land, more or less.

Part Two - 0.0269 of an acre (1,172 square feet)

COMMENCING at a PK nail found at the common corner of Lot 1, Block 12, Lot 2, Block 12, Lot 15, Block 16 and Lot 16, Block 16 of said Alamo Land and Sugar Company Subdivision, said point being in the approximate center of Las Milpas Road;

THENCE, South 81 degrees 25 minutes 55 seconds East along the common north line of Block 12 and the south line of Block 16 of said Alamo Land and Sugar Company Subdivision and continuing along the common north line of Block 13 and the south line of Block 17 of said Alamo Land and Sugar Company Subdivision, a distance of 5,098.41 feet to a point for corner;

THENCE, North 08 degrees 16 minutes 25 seconds East departing the common north line of Block 13 and the south line of Block 17 of the Alamo Land and Sugar Company Subdivision, a distance of 20.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing north right-of-way line of Las Milpas Road, and being the POINT OF BEGINNING at Station 20+50.00, 23.35 feet left and having a surface coordinate of N=16,564,023.42' and E=1,106,063.17';

- 1) THENCE, North 81 degrees 25 minutes 55 seconds West along the existing north right-of-way line of Las Milpas Road, a distance of 79.77 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the easterly line of a 200.0 foot wide easement to Hidalgo County Drainage District No. 1, South Lateral Drain Parcel 4, Tract 3, as recorded in Volume 1977, Page 7781, D.R.H.C.T.;

- 2) THENCE, North 54 degrees 54 minutes 28 seconds East departing the existing north right-of-way line of Las Milpas Road, along the easterly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement and the proposed north right-of-way line of Las Milpas Road, a distance of 23.65 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" at an angle point;
- 3) THENCE, South 81 degrees 43 minutes 35 seconds East departing the easterly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement along the proposed north right-of-way line of Las Milpas Road, a distance of 62.57 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" at an angle point;
- 4) THENCE, South 08 degrees 16 minutes 25 seconds West continuing along the proposed north right-of-way line of Las Milpas Road, a distance of 16.65 feet to the POINT OF BEGINNING and containing 0.0269 acres (1,172 square feet) of land, more or less.

Parcel One - Part One - 0.0503 acres (2,190 sq. ft.)  
Parcel One - Part Two - 0.0269 acres (1,172 sq. ft.)  
Parcel One Total - 0.0772 acres (3,362 sq. ft.)

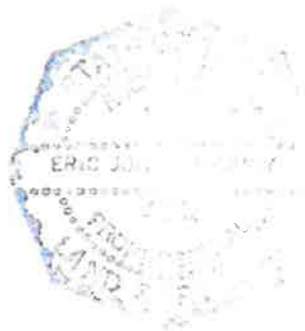
The Basis of Bearings and coordinate values for this survey is the Texas State Plane Coordinate System, South Zone (4205) based on the Texas Department of Transportation's RTK GPS network. Coordinate values shown are State Plane adjusted to surface using a factor of 0.99998460854.

A survey exhibit map of even date herewith accompanies this description.

For: Huitt-Zollars, Inc

  
Eric J. Yahoudy

Registered Professional Land Surveyor  
Texas Registration No. 4862  
Huitt-Zollars, Inc.  
Firm Registration No. 10025600  
1717 McKinney Avenue  
Suite 1400  
Dallas, Texas 75202-1236  
Ph. (214) 871-3311  
Date: July 5, 2016



ALAMO LAND AND SUGAR  
COMPANY SUBDIVISION  
VOL. 1, PG. 24  
M.R.H.C.T.

POC 1, PT. 1 & 2  
PK NAIL FOUND

LOT 16  
BLOCK 16

LOT 15  
BLOCK 16

EXISTING  
R.O.W. LINE

LAS MILPAS ROAD

S 81°25'55"E 4678.41'

40 FOOT ROAD R.O.W.  
VOLUME 1, PAGE 24 M.R.H.C.T.

EXISTING  
R.O.W. LINE

LOT 1  
BLOCK 12

LOT 2  
BLOCK 12

BENIGNO LEAL SURVEY  
ABSTRACT NO. 18

SURVEY LEGEND

- = TYPE II MONUMENT SET
- = 5/8" IRON ROD SET WITH ALUMINUM TADOT CAP UNLESS NOTED
- = 5/8" IRON ROD SET WITH PLASTIC HUITT-ZOLLARS CAP UNLESS NOTED
- = 5/8" IRON ROD FOUND UNLESS NOTED
- = IRON PIPE FOUND
- △ = CALCULATED POINT
- ⊙ = SURVEY LINE
- ⊞ = PROPERTY LINE
- ⊞ = CENTER LINE
- || = RECORD INFORMATION
- PC = POINT OF CURVATURE
- P1 = POINT OF TANGENT
- P0B = POINT OF BEGINNING
- P0C = POINT OF COMMENCING
- △ = CONTROL POINT
- ⊞ = EXISTING R.O.W. LINE
- = DEED RECORDS HIDALGO COUNTY, TEXAS
- M.R.H.C.T. = MAP RECORDS HIDALGO COUNTY, TEXAS

RIGHT OF WAY SKETCH  
SHOWING PROPERTY OF

THE BASIS OF BEARINGS AND COORDINATE VALUES FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205) BASED ON THE TEXAS DEPARTMENT OF TRANSPORTATION'S RTK GPS NETWORK. COORDINATE VALUES SHOWN ARE SURFACE. COORDINATE SURFACE COORDINATES TO GRID COORDINATES BY USING A FACTOR OF 1.00001539170 AND TO CONVERT GRID COORDINATES TO SURFACE COORDINATES BY USING A FACTOR OF 0.99998460854.

SURVEYOR:

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc.  
1717 McKinney Avenue, Suite 1400  
Dallas, Texas 75202-1236  
Phone (214) 871-3311 Fax (214) 871-0757



ERIC J. YANDOLY R.L.S. 4862  
FIRM REGISTRATION NO. 10025600

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

DEPT. NAME	PLAT OF SURVEY	COUNTY
PHARR	LAS MILPAS ROAD	HIDALGO
ACQUAINT. No.	CS. No.	DATE OF SURVEY
0821-02-252		JULY 5, 2016
REEL No.	TAXING	REMARKS
	0.0772 Ac.	39.92 Ac.
EXISTING	40 Ac.	4 of 5

ALAMO LAND AND SUGAR  
COMPANY SUBDIVISION  
VOL. 1, PG. 24  
M.R.H.C.T.

**POB 1-PT.1**  
N: 16564085.99  
E: 1105647.85  
16+30.00  
25.51' Lt.

**POB 1-PT.2**  
N: 16564023.42  
E: 1106063.17  
20+50.00  
23.35' Lt.

RGV MORIN CHILDREN LLC  
TRACT NO. 10  
DOCUMENT NO. 2011-2174104  
D.R.H.C.T.

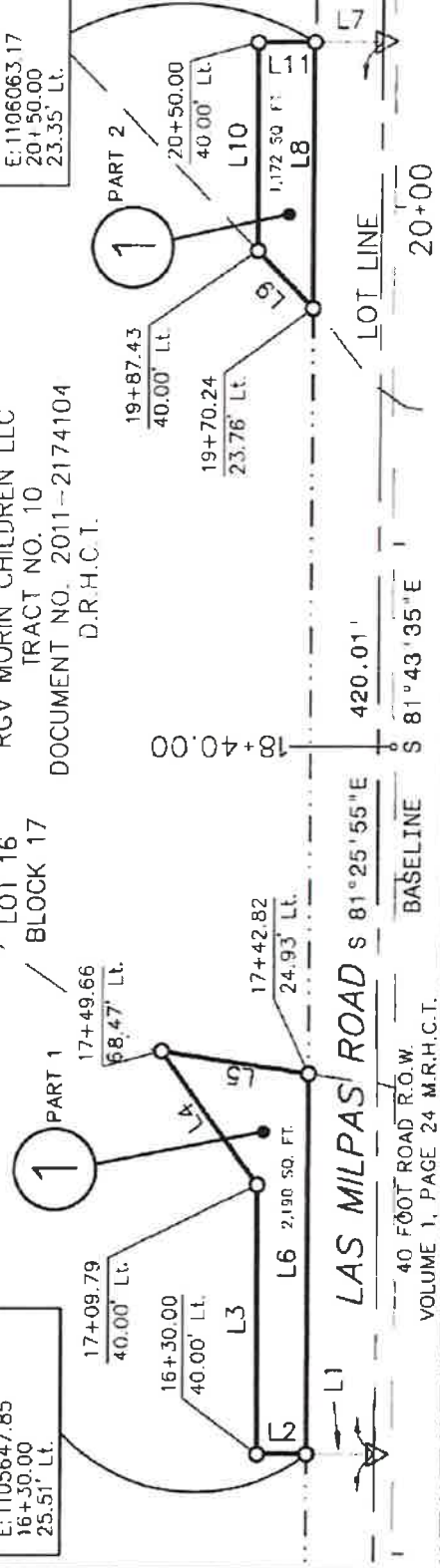
LOT 16  
BLOCK 17

RGV MORIN CHILDREN LLC  
TRACT NO. 5  
DOCUMENT NO. 2011-2174104  
D.R.H.C.T.

**BENIGNO LEAL SURVEY  
ABSTRACT No. 18**

ALAMO LAND AND SUGAR  
COMPANY SUBDIVISION  
VOL. 1, PG. 24  
M.R.H.C.T.

200' EASEMENT  
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1  
SOUTH LATERAL DRAIN PARCEL 4, TRACT 3  
VOL. 1977, PG. 7781  
D.R.H.C.T.



LINE	BEARING	DISTANCE
L1	N 08°16'25\"	20.00
L2	N 08°16'25\"	14.48
L3	S 81°43'35\"	79.79
L4	N 62°44'50\"	49.00
L5	S 17°12'35\"	44.08
L6	N 81°25'55\"	112.82
L7	N 08°16'25\"	20.00
L8	N 81°25'55\"	79.77
L9	N 54°54'28\"	23.65
L10	S 81°43'35\"	62.57
L11	S 08°16'25\"	16.65

- SURVEY LEGEND**
- = TYPE II MONUMENT SET
  - = TYPE II MONUMENT FOUND
  - = 5/8\" IRON ROD SET WALLMINIUM TADOT CAP UNLESS NOTED
  - = 5/8\" IRON ROD SET W/PLAS TIC HUITT-ZOLLARS CAP UNLESS NOTED
  - = 5/8\" IRON ROD FOUND UNLESS NOTED
  - = IRON PIPE FOUND
  - △ = CALCULATED POINT
  - = SURVEY LINE
  - = PROPERTY LINE
  - = CENTER LINE
  - = RECORD INFORMATION
  - = POINT OF CURVATURE
  - = POINT OF TANGENCY
  - = POINT OF BEGINNING
  - = POINT OF COMMENCING
  - △ = CONTROL POINT
  - = EXISTING ROW LINE
  - = DEED RECORDS HIDALGO COUNTY, TEXAS
  - = MAP RECORDS HIDALGO COUNTY, TEXAS

RIGHT OF WAY SKETCH  
SHOWING PROPERTY OF  
RGV MORIN  
CHILDREN LLC

THE BASIS OF BEARINGS AND COORDINATE VALUES FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4200) BASED ON THE TEXAS DEPARTMENT OF TRANSPORTATION'S RTK GPS SURFACE. COORDINATE VALUES SHOWN ARE TO GRID COORDINATES BY USING A FACTOR OF 1.00001539170 AND TO CONVERT GRID COORDINATES TO SURFACE COORDINATES BY USING A FACTOR OF 0.99998460854.

**HUITT-ZOLLARS**  
Dallas  
Huitt-Zollars, Inc.  
1717 McKinney Avenue, Suite 1400  
Dallas, Texas 75202-1236  
Phone (214) 871-3311 Fax (214) 871-0757

SET NAME	DATE OF SURVEY	COUNTY
PHARR	LAS MILPAS ROAD	HIDALGO
ACCUON No	09-21-02-252	DATE OF SURVEY
RECS. No		JULY 5, 2016
TRKING	0.0772 Ac.	SPRINGS
40 Ac.	39.92 Ac.	SHEET
		5 of 5

*SAyle*  
ERIC J. YAKUDY RPLS: 4862  
FIRM REGISTRATION NO: 10025600

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

**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 land sales 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 agricultural use.

<b>Contributory Value of Improvements</b>			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Contributory Value of Improvements</b>			\$ -
Land	0.0772 Acres	@ \$ 22,000 / Square Foot	\$ 1,698
Total Land			\$ 1,698
<b>TOTAL AS A UNIT</b>			<b>\$ 1,698</b>

**REMAINDER BEFORE THE ACQUISITION**

<b>Contributory Value of Improvements</b>			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Contributory Value of Improvements</b>			\$ -
Land	39.9228 Acres	@ \$ 22,000 / Square Foot	\$ 878,302
Total Land			\$ 878,302
<b>TOTAL AS A UNIT</b>			<b>\$ 878,302</b>

**PROPERTY VALUATION SUMMARY**

Whole:  Part to be Acquired:  Remainder After:

**HIGHEST AND BEST USE ANALYSIS:**

The subject property is analyzed to determine if the acquisition area affects the highest and best use of the subject property in the remainder after. Based on the land area remaining, the highest and best use shall remain for an agricultural use, with no diminution to the market value of the remainder after the acquisition.

**Valuation Approaches**

Cost Approach ..... \$ Not Applicable  
 Sales Comparison Approach..... \$ 878,302  
 Income Approach..... \$ Not Applicable

**Reconciliation of Approach to Value:**

Since the subject property is a vacant tract with no contributory improvements, the Sales Comparison Approach "as vacant" is the only reliable method to value the pro-rata part of the whole.

<b>Contributory Value of Improvements</b>	
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
<b>Total Contributory Value of Improvements</b>	<b>\$ -</b>

Land Value	39.9228 Acres @ \$ 22,000 / Acre	\$ 878,302
Total Land Value		<u>\$ 878,302</u>
<b>Reconciled Final Value</b>		<b>\$ 878,302</b>

**Remainder After Acquisition**

The remainder after shall be left with a section of land that shall have sufficient size and shape for continued agricultural use. Based on the land area remaining, the highest and best use shall remain for agricultural use, with no diminution to the market value of the remainder after the acquisition.



**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	Judith A. Morin	Agustin Garcia, joined herein proforma by my wife, Carolina Garcia		German Zuniga, Jr. & Diana Zuniga		German Zuniga	
Grantee	RGV Morin Children LLC c/o Dorothy Jean Malcon	Comanche Asset Management LLC		Marcos Perez Almaguer & Norma Perez		German Xavier Gonzalez	
Date	January 27, 2011	December 1, 2014		February 11, 2015		January 5, 2015	
Sales Price	\$ -	\$ 1,000,000		\$ 175,000		\$ 150,000	
Unit Price	\$ -	\$ 26,199 / SF		\$ 35,000 / SF		\$ 34,169 / 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	Superior	-25%	Superior	-25%	Superior	-25%
Corner Influence	Corner	Corner	0%	Corner	0%	Interior	5%
Physical Characteristics	Average	Similar	0%	Similar	0%	Similar	0%
Topography	Level	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / No Sewer	Similar	0%	Similar	0%	Similar	0%
Frontage	Las Milpas Rd & Tower Rd	Dicker Rd & Stewart Rd (limited frontage due to canal)	10%	Las Milpas Road	0%	Las Milpas Road	0%
Size of Tract	39.9228 SF	38.17	0%	5.00	-15%	4.39	-15%
	Net Adjustment	\$ (3,930) -15%		\$ (14,000) -40%		\$ (11,959) -35%	
	Indicated Unit Value	\$ 22,269 / SF		\$ 21,000 / SF		\$ 22,210 / SF	
<b>Estimated Unit Value of Fee Simple Area</b>						<b>\$ 22,000 / SF</b>	

<b>Estimated Value by Sales Comparison Approach</b>	<b>\$ 878,302</b>
<b>Diminution of Market Value</b>	<b>0%</b>
<b>Market Value Remainder After</b>	<b>\$ 878,302</b>

**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 \$21,000 per acre to \$22,269 per acre was determined. Based on the surrounding market and the limited utilities, a unit rate near the mid-range of the adjusted range was selected, i.e., \$22,000 per acre.

**COST APPROACH**

Whole:

Part to be Acquired:

Remainder After:

ESTIMATED REPLACEMENT / REPRODUCTION COST					
IMPROVEMENT	Number of Units	\$ Per Unit	Cost New	Depreciation	Value
		\$ -	\$ -	0%	\$ -
		\$ -	\$ -	0%	\$ -
<b>Contributory Value of the Buildings</b>					\$ -
<b>Accessory Improvements</b>					
		\$ -	\$ -	0%	\$ -
		\$ -	\$ -	0%	\$ -
<b>Contributory Value of the Accessory Improvements</b>					\$ -
<b>Site Improvements</b>					
		\$ -	\$ -	0%	\$ -
		\$ -	\$ -	0%	\$ -
		\$ -	\$ -	0%	\$ -
		\$ -	\$ -	0%	\$ -
		\$ -	\$ -	0%	\$ -
		\$ -	\$ -	0%	\$ -
<b>Contributory Value of the Site Improvements</b>					\$ -
<b>Contributory Value of All Improvements</b>					\$ -
	<b>Net Land Area</b>		<b>Price / Unit</b>		
Land Value (Fee)	39.9228	SF	@	\$ 22,000 / SF	\$ 878,302
<b>Estimated Value By Cost Approach</b>					\$ 878,302

The cost approach to value was not appropriate, as the site is vacant land and has no site or building improvements.

**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%	0%	0%
Lot Location	Corner	0%	0%	0%	0%	0%
Financing	Conventional	0%	0%	0%	0%	0%
Conditions of Sale	Cash to Seller	0%	0%	0%	0%	0%
Market Conditions	Average	0%	0%	0%	0%	0%
Physical Characteristics	Average	0%	0%	0%	0%	0%
Available Utilities	All Utilities	0%	0%	0%	0%	0%
Street Access	Public	0%	0%	0%	0%	0%
Size of Improvement	SF	SF	0%	SF	0%	SF
Net Adjustments		0%	0%	0%	0%	0%
Indicated Unit Value	\$ - / SF	\$ - / SF	\$ - / SF	\$ - / SF	\$ - / SF	\$ - / SF
Estimated Unit Value of Fee Simple Area						\$ - / SF

Estimated Value by Sales Comparison Approach \_\_\_\_\_ Not Applicable

The Sales Comparison Approach (As Improved) is not an applicable approach to value, as the subject property is vacant land.

**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

The Income Approach (As Improved) to value is not an applicable approach, as the subject property is vacant land.

**Explanation of Cost To Cure**

No improvements are located within the remainder after; therefore, there is no cost to cure.

**COMPENSATION SUMMARY**

**WHOLE PROPERTY**

The market value of the whole property is ..... \$ 880,000

**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) ..... \$ 1,698

**REMAINING PROPERTY**

The value of the remainder immediately before the taking is..... \$ 878,302

Considering the uses to which the part taken is to be subjected to  
the market value of the remainder immediately acquisition is ..... \$ 878,302

**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 ..... \$ 1,698**

**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



## 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

WARRANTY DEED

2174104

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

SPECIAL WARRANTY DEED

Effective Date: January 1, 2011

Grantors: JUDITH A. MORIN, JAMES M. MORIN, JR., MARY J. SCHNEIDER, MICHAEL J. MORIN, ANTHONY W. MORIN, DOROTHY JEAN MALCOM, and MARTHA LOUISE ROWAND

Grantors' Mailing Address:

JUDITH A. MORIN 121 E. Quamasia, Apt. 106 McAllen, TX 78504 Hidalgo County, TX	MICHAEL J. MORIN 114 Sunrise Ln. Mission, TX 78572 Hidalgo County, TX	MARTHA LOUISE ROWAND 221 Raincloud Wimberley, TX 78676 Hays County, TX
JAMES M. MORIN, JR. P.O. Drawer J Port Isabel, TX 78578 Cameron County, TX	ANTHONY W. MORIN 3801 N. 7 <sup>th</sup> Court McAllen, TX 78501 Hidalgo County, TX	
MARY J. SCHNEIDER 104 W. Xanthisma McAllen, TX 78504 Hidalgo County, TX	DOROTHY JEAN MALCOM 7709 N. 1 <sup>st</sup> St. McAllen, TX 78504 Hidalgo County, TX	

Grantee: RGV Morin Children LLC

Grantee's Mailing Address: c/o Dorothy Jean Malcom  
7709 N. 1<sup>st</sup> Street  
McAllen, Texas 78504  
Hidalgo County

Consideration:

Equal membership interests in RGV Morin Children LLC. The Property is conveyed to Grantee for the purpose of contributing to the capital of RGV Morin Children LLC.

Property (including any improvements):

**SURFACE ONLY IN AND TO THE FOLLOWING DESCRIBED TRACTS:**

**Tract No. 1:**

Lot Three (3), Block Twelve (12), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

**Tract No. 2:**

Lot Four (4), Block Twelve (12), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

**Tract No. 3:**

Lot Five (5), Block Twelve (12), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

**Tract No. 4:**

Lot Six (6), Block Twelve (12), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

**Tract No. 5:**

Tract One (1), Block Thirteen (13), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

**Tract No. 6:**

The West one-half (W. ½) of Lot Two (2), Block Thirteen (13), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

**Tract No. 7:**

Lot Thirteen (13), Block Sixteen (16), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

**Tract No. 8:**

South one-half (S. ½) of Lot Fourteen (14), Block Sixteen (16), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

**Tract No. 9:**

South one-half (S. ½) of Lot Fifteen (15), Block Seventeen (17), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

**Tract No. 10:**

Lot Sixteen (16), Block Seventeen (17), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. Prior mineral reservations of record;
2. Oil, gas and mineral leases of record, if any;
3. Building conditions and restrictions of record;
4. Rules, regulations, rights of way and easements in favor of any utility company or water improvement district of record;
5. All easements of record and visible easements;
6. Existing liens of record;

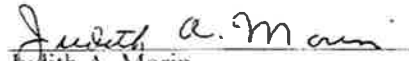
7. Taxes for the year 2011 and subsequent assessments for prior years due to change in land use or ownership.
8. For Grantors and Grantors' heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

**THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS."**

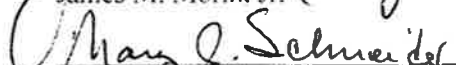
Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell and convey to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantors bind Grantors and Grantors' successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, limited however to those claims by, through or under Grantors, but not otherwise.

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

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.

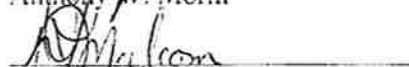
  
Judith A. Morin

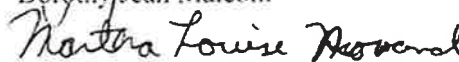
  
James M. Morin, Jr.

  
Mary J. Schneider

  
Michael J. Morin

  
Anthony W. Morin

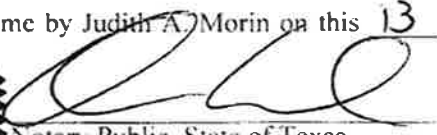
  
Dorothy Jean Malcom

  
Martha Louise Rowand

STATE OF TEXAS )  
COUNTY OF HIDALGO )

This instrument was acknowledged before me by Judith A. Morin on this 13 day of JANUARY, 2011.




  
Notary Public, State of Texas

STATE OF TEXAS )  
COUNTY OF ~~CAMERON~~ HIDALGO )

This instrument was acknowledged before me by James M. Morin, Jr. on this 13 day of JANUARY, 2011.

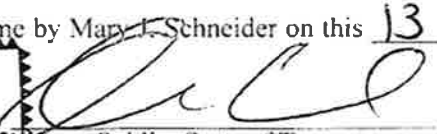


  
Notary Public, State of Texas

STATE OF TEXAS )  
COUNTY OF HIDALGO )

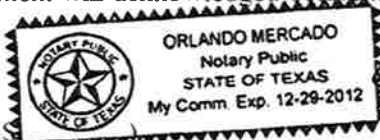
This instrument was acknowledged before me by Mary J. Schneider on this 13 day of JANUARY, 2011.

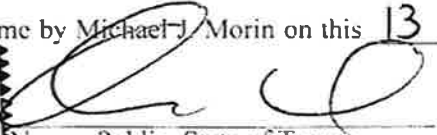


  
Notary Public, State of Texas

STATE OF TEXAS )  
COUNTY OF HIDALGO )

This instrument was acknowledged before me by Michael J. Morin on this 13 day of JANUARY, 2011.

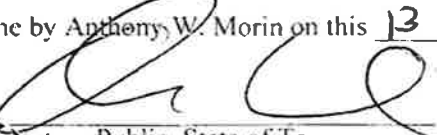


  
Notary Public, State of Texas

STATE OF TEXAS )  
COUNTY OF HIDALGO )

This instrument was acknowledged before me by Anthony W. Morin on this 13 day of JANUARY, 2011.



  
Notary Public, State of Texas

STATE OF TEXAS )  
COUNTY OF HIDALGO )

This instrument was acknowledged before me by Dorothy Jean Malcom on this 13 day of JANUARY, 2011.



*[Signature]*  
Notary Public, State of Texas

STATE OF TEXAS )  
COUNTY OF HAYS )

This instrument was acknowledged before me by Martha Louise Rowand on this 19 day of Jan, 2011.



*[Signature]*  
Notary Public, State of Texas

After Recording Return To:

Judy Lee Wong  
Atlas & Hall, L.L.P.  
P. O. Box 3725  
McAllen, TX 78502-3725

Prepared in the Law Office of:

Judy Lee Wong  
Atlas & Hall, L.L.P.  
P. O. Box 3725  
McAllen, TX 78502-3725

<b>A.</b> <b>U.S. DEPARTMENT OF HOUSING &amp; URBAN DEVELOPMENT</b> <b>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: 0003169423      7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:
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**C. NOTE:** *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

<b>D. NAME AND ADDRESS OF BUYER:</b> Las Milpas Bridge Replacement	<b>E. NAME AND ADDRESS OF SELLER:</b> RGV Morin Children LLC	<b>F. NAME AND ADDRESS OF LENDER:</b>
<b>G. PROPERTY LOCATION:</b> Not Known Alamo, TX 78516  Parcel 2  Lot(s): 1, Block: 13 Alamo Land and Sugar Company	<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>   <b>DISBURSEMENT DATE:</b>

J. SUMMARY OF BUYER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BUYER:</b>	
101. Contract sales price	2,663.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	878.63
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>3,541.63</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.	
215.	
216.	
217. "NO TAX PRORATIONS"	
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)	3,541.63
302. Less amount paid by/for Buyer (Line 220)	( )
<b>303. CASH FROM BUYER</b>	<b>3,541.63</b>

K. SUMMARY OF SELLER'S TRANSACTION	
<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract sales price	2,663.00
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>2,663.00</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.	
515.	
516.	
517. "NO TAX PRORATIONS"	
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)	2,663.00
602. Less reductions due Seller (Line 520)	( 0.00 )
<b>603. CASH TO SELLER</b>	<b>2,663.00</b>

**L. SETTLEMENT CHARGES**

700. TOTAL COMMISSION Based on Price			\$	@	%		
Division of Commission (line 700) as Follows:						PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
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	to @ \$ /day					
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.				238.00	
	(includes above item numbers:	)					
1109.	Lender's coverage						
1110.	Owner's coverage	\$ 2,663.00			238.00		
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	\$ 80.00; Mortgage				80.00	
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>						878.63	0.00

# HUD-1, Attachment

**Buyer:** Las Milpas Bridge Replacement

**Seller:** RGV Morin Children LLC

**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:**

**Disbursement Date:**

**Property Location:** Not Known  
Alamo, TX 78516

Parcel 2

Lot(s): 1, Block: 13 Alamo Land and Sugar Company

Las Milpas Bridge Replacement

BY: \_\_\_\_\_  
Valde Guerra  
Executive Officer

RGV MORIN CHILDREN, LLC

BY: *Dorothy J. Malcom*  
Dorothy J. Malcom  
Manager

BY: \_\_\_\_\_  
James M. Morin  
Manager

BY: *Mary J. Schneider*  
Mary J. Schneider  
Manager

BY: *Anthony W. Morin*  
Anthony W. Morin  
Manager

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. **0003169423**

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

**Not Known, Alamo, TX 78516**

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.

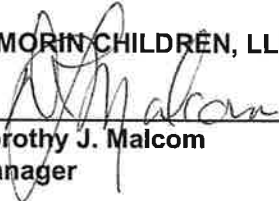
The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for 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.


**RGV MORIN CHILDREN, LLC**

**Las Milpas Bridge Replacement**

BY:   
**Dorothy J. Malcom**  
**Manager**

BY: \_\_\_\_\_  
**Valde Guerra**  
**Executive Officer**

BY: \_\_\_\_\_  
**James M. Morin**  
**Manager**

BY:   
**Mary J. Schneider**  
**Manager**

BY:   
**Anthony W. Morin**  
**Manager**

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.

Manager

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**HUD-1 SETTLEMENT STATEMENT ADDENDUM**

RE: GF NO.: 0003169423

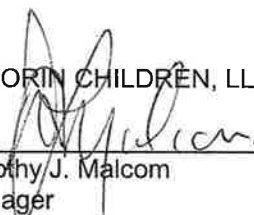
PROPERTY ADDRESS: Not Known, Alamo, TX 78516

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.


Las Milpas Bridge Replacement

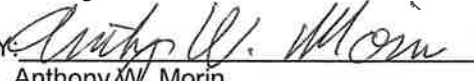
BY: \_\_\_\_\_  
Valde Guerra  
Executive Officer

RGV MORIN CHILDREN, LLC

BY: \_\_\_\_\_  
  
Dorothy J. Malcom  
Manager

BY: \_\_\_\_\_  
James M. Morin  
Manager

BY: \_\_\_\_\_  
  
Mary J. Schneider  
Manager

BY: \_\_\_\_\_  
  
Anthony W. Morin  
Manager

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.

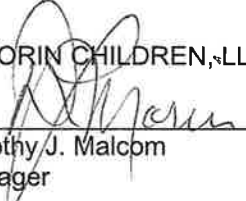
SELLER AGREES TO INDEMNIFY BUYER FOR ANY UNPAID PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY.

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.

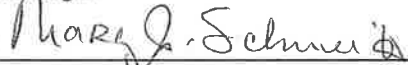
Las Milpas Bridge Replacement

BY: \_\_\_\_\_  
Valde Guerra  
Executive Officer

RGV MORIN CHILDREN, LLC

BY: \_\_\_\_\_  
  
Dorothy J. Malcom  
Manager

BY: \_\_\_\_\_  
James M. Morin  
Manager

BY: \_\_\_\_\_  
  
Mary J. Schneider  
Manager

BY: \_\_\_\_\_  
  
Anthony W. Morin

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

**General Warranty Deed  
Las Milpas Bridge Replacement  
Parcel No. 1 parts 1 & 2**

Date: August 25, 2017

Grantor: RGV Morin Children, LLC

Grantor's Mailing Address:

7709 N. 1<sup>st</sup> Street  
McAllen, Texas 78504

Grantee: County of Hidalgo

Grantee's Mailing Address:

100 East Cano Street  
2<sup>nd</sup> Floor  
Edinburg, Tx 78539

Consideration:

The sum of Two Thousand Six hundred Sixty Three Dollars and no/100 Dollars **(\$2,663.00)** to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property (including any improvements):

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

## **Reservations from and Exceptions to Conveyance and Warranty:**

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

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

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

Grantor, for the Consideration and subject to the Exceptions to conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Exceptions to Conveyance and Warranty.

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

**Corporate Acknowledgment**

State of Texas

County of Hidalgo

This instrument was acknowledged before me on \_\_\_\_\_ by: James M. Morin  
Manager, of RGV Morin Children, LLC, a Texas corporation, on behalf of said corporation.

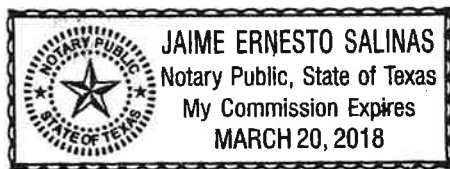
\_\_\_\_\_  
Notary Public's Signature  
Notary Public, State of Texas

**Corporate Acknowledgment**

State of Texas

County of Hidalgo

This instrument was acknowledged before me on August 29<sup>th</sup> by: Mary J. Schneider  
Manager, of RGV Morin Children, LLC, a Texas corporation, on behalf of said corporation.



  
\_\_\_\_\_  
Notary Public's Signature  
Notary Public, State of Texas

Grantor:

RGV Morin Children, LLC

*DJ Malcom*  
Dorothy Jean Malcom (Manager)

\_\_\_\_\_  
James M. Morin (Manager)

*Mary J Schneider*  
Mary J. Schneider (Manager)

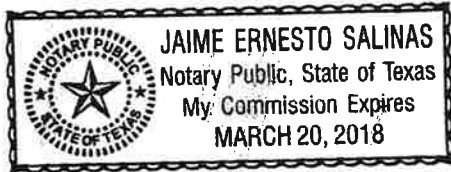
*Anthony W. Morin*  
Anthony W. Morin (Manager)

**Corporate Acknowledgment**

State of Texas

County of Hidalgo

This instrument was acknowledged before me on *August 29th* by: Dorothy Jean Malcom  
Manager, of RGV Morin Children, LLC, a Texas corporation, on behalf of said corporation.



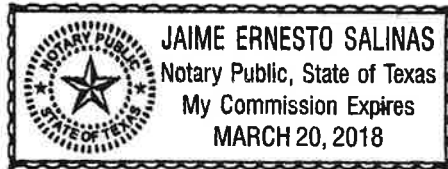
*Jaime Ernesto Salinas*  
Notary Public's Signature  
Notary Public, State of Texas

**Corporate Acknowledgment**

State of Texas

County of Hidalgo

This instrument was acknowledged before me on August 29<sup>th</sup> by: Anthony W. Morin  
Manager, of RGV Morin Children, LLC, a Texas corporation, on behalf of said corporation.



  
Notary Public's Signature

Notary Public, State of Texas

**After recording please return this instrument to:**

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

**CERTIFICATE OF RECORDING**

Parcel No. 1 Parts 1 & 2

**EXHIBIT "A"**

**County: Hidalgo**  
**Highway: Las Milpas Road**  
**CSJ: 0921-02-252**

Parcel 1  
Property Description

BEING a 0.0772 of an acre (3,362 square feet) parcel of land situated in the Benigno Leal Survey, Abstract No. 18, Hidalgo County, Texas, and being a portion of Lot 16, Block 17 of Alamo Land and Sugar Company Subdivision, as recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas, and being a portion of Tract 10 as described in deed to RGV Morin Children LLC, recorded in Document Number 2011-2174104, Deed Records Hidalgo County, Texas (D.R.H.C.T.), said 0.0714 of an acre being more particularly described by metes and bounds in two (2) parts as follows:

Part One – 0.0503 of an acre (2,190 square feet)

COMMENCING at a PK nail found at the common corner of Lot 1, Block 12, Lot 2, Block 12, Lot 15, Block 16 and Lot 16, Block 16 of said Alamo Land and Sugar Company Subdivision, said point being in the approximate center of Las Milpas Road;

THENCE, South 81 degrees 25 minutes 55 seconds East along the common north line of Block 12 and the south line of Block 16 of said Alamo Land and Sugar Company Subdivision and continuing along the common north line of Block 13 and the south line of Block 17 of said Alamo Land and Sugar Company Subdivision, a distance of 4,678.41 feet to a point for corner;

THENCE, North 08 degrees 16 minutes 25 seconds East departing the common north line of Block 13 and the south line of Block 17 of the Alamo Land and Sugar Company Subdivision, a distance of 20.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing north right-of-way line of Las Milpas Road, and being the POINT OF BEGINNING at Station 16+30.00, 25.51 feet left and having a surface coordinate of N=16,564,085.99' and E=1,105,647.85';

- 1) THENCE, North 08 degrees 16 minutes 25 seconds East departing the existing north right-of-way line of Las Milpas Road along the proposed north right-of-way line of Las Milpas Road, a distance of 14.49 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars";
- 2) THENCE, South 81 degrees 43 minutes 35 seconds East continuing along the proposed north right-of-way line of Las Milpas Road, a distance of 79.79 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" at an angle point;

- 3) THENCE, North 62 degrees 44 minutes 50 seconds East continuing along the proposed north right-of-way line of Las Milpas Road, a distance of 49.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the westerly line of a 200.0 foot wide easement to Hidalgo County Drainage District No. 1, South Lateral Drain Parcel 4, Tract 3, as recorded in Volume 1977, Page 7781, D.R.H.C.T.;
- 4) THENCE, South 17 degrees 12 minutes 35 seconds West, continuing along the proposed north right-of-way line of Las Milpas Road and westerly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement, a distance of 44.08 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing north right-of-way line of Las Milpas Road;
- 5) THENCE, North 81 degrees 25 minutes 55 seconds West departing the proposed north right-of-way line of Las Milpas Road and westerly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement along the existing north right-of-way line of Las Milpas Road, a distance of 112.82 feet to the POINT OF BEGINNING and containing 0.0503 acres (2,190 square feet) of land, more or less.

Part Two – 0.0269 of an acre (1,172 square feet)

COMMENCING at a PK nail found at the common corner of Lot 1, Block 12, Lot 2, Block 12, Lot 15, Block 16 and Lot 16, Block 16 of said Alamo Land and Sugar Company Subdivision, said point being in the approximate center of Las Milpas Road;

THENCE, South 81 degrees 25 minutes 55 seconds East along the common north line of Block 12 and the south line of Block 16 of said Alamo Land and Sugar Company Subdivision and continuing along the common north line of Block 13 and the south line of Block 17 of said Alamo Land and Sugar Company Subdivision, a distance of 5,098.41 feet to a point for corner;

THENCE, North 08 degrees 16 minutes 25 seconds East departing the common north line of Block 13 and the south line of Block 17 of the Alamo Land and Sugar Company Subdivision, a distance of 20.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing north right-of-way line of Las Milpas Road, and being the POINT OF BEGINNING at Station 20+50.00, 23.35 feet left and having a surface coordinate of N=16,564,023.42' and E=1,106,063.17';

- 1) THENCE, North 81 degrees 25 minutes 55 seconds West along the existing north right-of-way line of Las Milpas Road, a distance of 79.77 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the easterly line of a 200.0 foot wide easement to Hidalgo County Drainage District No. 1, South Lateral Drain Parcel 4, Tract 3, as recorded in Volume 1977, Page 7781, D.R.H.C.T.;

- 2) THENCE, North 54 degrees 54 minutes 28 seconds East departing the existing north right-of-way line of Las Milpas Road, along the easterly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement and the proposed north right-of-way line of Las Milpas Road, a distance of 23.65 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" at an angle point;
- 3) THENCE, South 81 degrees 43 minutes 35 seconds East departing the easterly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement along the proposed north right-of-way line of Las Milpas Road, a distance of 62.57 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" at an angle point;
- 4) THENCE, South 08 degrees 16 minutes 25 seconds West continuing along the proposed north right-of-way line of Las Milpas Road, a distance of 16.65 feet to the POINT OF BEGINNING and containing 0.0269 acres (1,172 square feet) of land, more or less.

Parcel One - Part One - 0.0503 acres (2,190 sq. ft.)

Parcel One - Part Two - 0.0269 acres (1,172 sq. ft.)

Parcel One Total - 0.0772 acres (3,362 sq. ft.)

The Basis of Bearings and coordinate values for this survey is the Texas State Plane Coordinate System, South Zone (4205) based on the Texas Department of Transportation's RTK GPS network. Coordinate values shown are State Plane adjusted to surface using a factor of 0.99998460854.

A survey exhibit map of even date herewith accompanies this description.

For: Huitt-Zollars, Inc



Eric J. Yahoudy  
Registered Professional Land Surveyor  
Texas Registration No. 4862  
Huitt-Zollars, Inc.  
Firm Registration No. 10025600  
1717 McKinney Avenue  
Suite 1400  
Dallas, Texas 75202-1236  
Ph. (214) 871-3311  
Date: July 5, 2016



ALAMO LAND AND SUGAR  
COMPANY SUBDIVISION  
VOL. 1, PG. 24  
M.R.H.C.T.

POC 1, PT. 1 & 2  
PK NAIL FOUND

LOT 16  
BLOCK 16

LOT 15  
BLOCK 16

EXISTING  
R.O.W. LINE

LAS MILPAS ROAD

S 81° 25' 55" E 4678.41'

40 FOOT ROAD R.O.W.  
VOLUME 1, PAGE 24 M.R.H.C.T.

EXISTING  
R.O.W. LINE

LOT 1  
BLOCK 12

LOT 2  
BLOCK 12

BENIGNO LEAL SURVEY  
ABSTRACT No. 18

SURVEY LEGEND

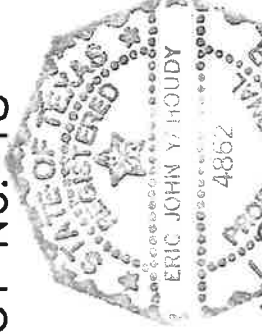
- = TYPE II MONUMENT SET
- = TYPE II MONUMENT FOUND
- = 5/8" IRON ROD SET W/ALUMINUM TxDOT CAP UNLESS NOTED
- = 5/8" IRON ROD SET W/PLASTIC HUITT-ZOLLARS CAP UNLESS NOTED
- = 5/8" IRON ROD FOUND UNLESS NOTED
- = IRON PIPE FOUND
- △ = CALCULATED POINT
- ⊙ = SURVEY LINE
- ℙ = PROPERTY LINE
- ⊕ = CENTER LINE
- ( ) = RECORD INFORMATION
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCING
- △ = CONTROL POINT
- ⊕ = EXISTING R.O.W. LINE

RIGHT OF WAY SKETCH  
SHOWING PROPERTY OF

THE BASIS OF BEARINGS AND COORDINATE VALUES FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205) BASED ON THE TEXAS DEPARTMENT OF TRANSPORTATION'S RTK GPS NETWORK. COORDINATE VALUES SHOWN ARE SURFACE. CONVERT SURFACE COORDINATES TO GRID COORDINATES BY USING A FACTOR OF 1.00001539170 AND TO CONVERT GRID COORDINATES TO SURFACE COORDINATES BY USING A FACTOR OF 0.99998460854.

SURVEYOR:

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc.  
1717 McKinney Avenue, Suite 1400  
Dallas, Texas 75202-1236  
Phone (214) 871-3311 Fax (214) 871-0757



ERIC J. Y. HOUDY R.P.L.S. 4862  
FIRM REGISTRATION NO. 10025600

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

DIST NAME		PLAT OF SURVEY		COUNTY
PHARR		LAS MILPAS ROAD		HIDALGO
ACCOUNT No	CSJ No	0921-02-252	DATE OF SURVEY	
	RCISJ No		JULY 5, 2016	
EXISTING	TAKING	REMAINING	SHEET	
40 Ac.	0.0772 Ac.	39.92 Ac.	4 of 5	

ALAMO LAND AND SUGAR  
COMPANY SUBDIVISION  
VOL. 1, PG. 24  
M.R.H.C.T.

200' EASEMENT  
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1  
SOUTH LATERAL DRAIN PARCEL 4, TRACT 3  
VOL. 1977, PG. 7781  
D.R.H.C.T.

RGV MORIN CHILDREN LLC  
TRACT NO. 10  
DOCUMENT NO. 2011-2174104  
D.R.H.C.T.

LOT 16  
BLOCK 17

RGV MORIN CHILDREN LLC  
TRACT NO. 5  
DOCUMENT NO. 2011-2174104  
D.R.H.C.T.

BENIGNO LEAL SURVEY  
ABSTRACT No. 18

ALAMO LAND AND SUGAR  
COMPANY SUBDIVISION  
VOL. 1 PG. 24  
M.R.H.C.T.

SURVEY LEGEND  
 □ = TYPE II MONUMENT SET  
 ○ = TYPE II MONUMENT FOUND  
 ● = 5/8" IRON ROD SET W/ALUMINUM TADOT CAP UNLESS NOTED  
 ○ = 5/8" IRON ROD SET W/PLASTIC HUITT-ZOLLARS CAP UNLESS NOTED  
 ● = 5/8" IRON ROD FOUND UNLESS NOTED  
 ○ = IRON PIPE FOUND  
 △ = CALCULATED POINT  
 § = SURVEY LINE  
 R = PROPERTY LINE  
 C = CENTER LINE  
 ( ) = RECORD INFORMATION  
 P.C. = POINT OF CURVATURE  
 P.T. = POINT OF TANGENT  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCING  
 △ = CONTROL POINT  
 ○ = EXISTING R.O.W. LINE  
 --- = DEED RECORDS HIDALGO COUNTY, TEXAS  
 M.R.H.C.T. = MAP RECORDS HIDALGO COUNTY, TEXAS

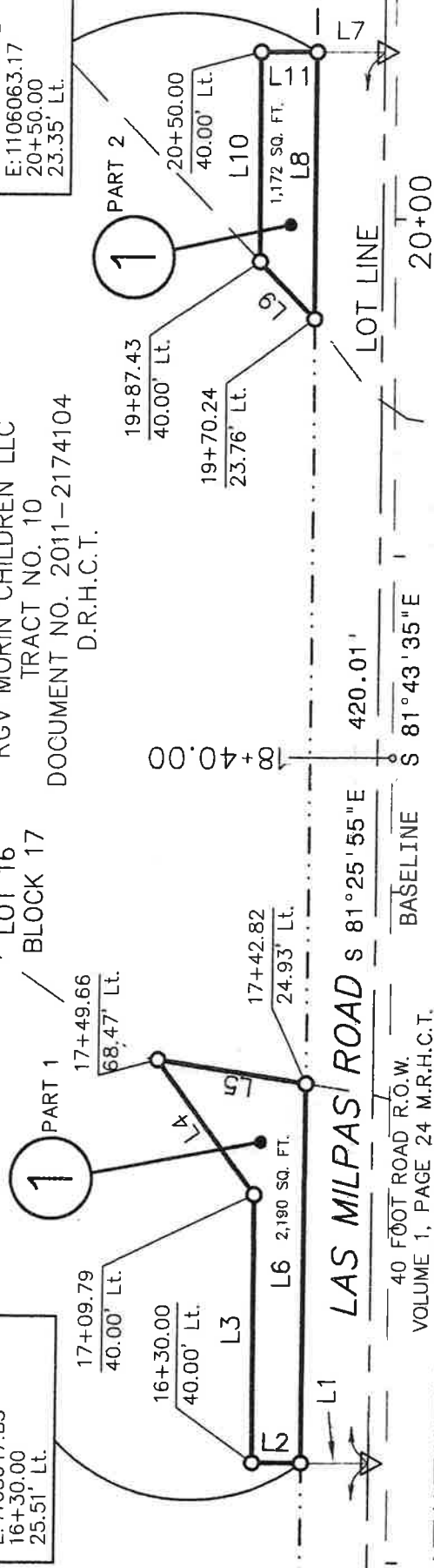
RIGHT OF WAY SKETCH  
SHOWING PROPERTY OF

RGV MORIN  
CHILDREN LLC

LINE	BEARING	DISTANCE
L1	N 08°16'25" E	20.00'
L2	N 08°16'25" E	14.49'
L3	S 81°43'35" E	79.79'
L4	N 62°44'50" E	49.00'
L5	S 17°12'35" W	44.08'
L6	N 81°25'55" W	112.82'
L7	N 08°16'25" E	20.00'
L8	N 81°25'55" W	79.77'
L9	N 54°54'28" E	23.65'
L10	S 81°43'35" E	62.57'
L11	S 08°16'25" W	16.65'

**POB 1-PT.1**  
N: 16564085.99  
E: 1105647.85  
16+30.00  
25.51' Lt.

**POB 1-PT.2**  
N: 16564023.42  
E: 1106063.17  
20+50.00  
23.35' Lt.



THE BASIS OF BEARINGS AND COORDINATE VALUES FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205) BASED ON THE TEXAS DEPARTMENT OF TRANSPORTATION'S RTK GPS NETWORK. COORDINATE VALUES SHOWN ARE TO GRID COORDINATES BY USING A FACTOR OF 1.0000539170 AND TO CONVERT GRID COORDINATES TO SURFACE COORDINATES BY USING A FACTOR OF 0.99998460854.

SURVEYOR:  
**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
1717 McKinney Avenue, Suite 1400  
Dallas, Texas 75202-1236  
Phone (214) 871-3311 Fax (214) 871-0757

DIST. NAME	PLAT OF SURVEY	COUNTY
PHARR	LAS MILPAS ROAD	HIDALGO
ACCOUNT No.	CSU No. 0921-02-252	DATE OF SURVEY
	RGSM No.	JULY 5, 2016
EXISTING	TAKING	REMAINING
40 AC.	0.0772 AC.	39.92 AC.
		SHEET
		5 of 5

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

ERIC J. YHOUDY R.P.L.S. #862  
FIRM REGISTRATION NO. 10025600

**PARCEL 1  
LAS MILPAS ROAD  
CLOSURE SHEET**

June 27, 2016

**PART 1**

Correct Ending Coordinates, North: 0.000 East: 0.000  
Ending Coordinates, North: -0.003 East: 0.003  
Error, N: -0.00 E: 0.00 Total: 0.00 Brg: N 43°05'10"W  
Distance Traversed: 300.18 Closure: 79189

No Adjustment

Bearing	Distance	Northing	Easting	Elevation	Point ID
		0.000	0.000		7
N 08°16'25"E	14.49	14.339	2.085		8
S 81°43'35"E	79.79	2.857	81.043		9
N 62°44'50"E	49.00	25.295	124.604		10
S 17°12'35"W	44.08	-16.811	111.562		11
N 81°25'55"W	112.82	-0.003	0.003		12

Approx: Sq. Feet: 2190 Acres: 0.0503

**PART 2**

Correct Ending Coordinates, North: 16564023.42 East: 1106063.18  
Ending Coordinates, North: 16564023.42 East: 1106063.17  
Error, N: 0.00 E: -0.01 Total: 0.01 Brg: S 88°33'57"E  
Distance Traversed: 182.64 Closure: 31435

No Adjustment

Bearing	Distance	Northing	Easting	Elevation	Point ID
		16564023.42	1106063.18		1
N 81°25'55"W	79.77	16564035.30	1105984.30		2
N 54°54'28"E	23.65	16564048.90	1106003.65		3
S 81°43'35"E	62.57	16564039.90	1106065.57		4
S 08°16'25"W	16.65	16564023.42	1106063.17		5

Approx: Sq. Feet: 1,172 Acres: 0.0269

**PARCEL 1 - PART 1  
LAS MILPAS ROAD  
CALC SHEET**

June 24, 2016

Point ID	Bearing	Distance	Point ID	Northing	Easting
120	N 08°16'25"E	14.49	121	16564100.336	1105649.940
121	S 81°43'35"E	79.79	122	16564088.855	1105728.896
122	N 62°44'50"E	49.00	138	16564111.292	1105772.455
138	S 17°12'35"W	44.08	125	16564069.185	1105759.413
125	N 81°25'55"W	112.82	120	16564085.993	1105647.854

**Sq. Feet: 2,190 Acres: 0.0503**

**PARCEL 1 - PART 2  
LAS MILPAS ROAD  
CALC SHEET**

June 24, 2016

Point ID	Bearing	Distance	Point ID	Northing	Easting
130	N 81°25'55"W	79.77	131	16564035.303	1105984.297
131	N 54°54'28"E	23.65	132	16564048.902	1106003.652
132	S 81°43'35"E	62.57	133	16564039.898	1106065.569
133	S 08°16'25"W	16.65	130	16564023.419	1106063.173

**Sq. Feet: 1,172 Acres: 0.0269**

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

To: THE UNDERSIGNED  
From: SIERRA TITLE OF HIDALGO COUNTY, INC.  
Property: Not Known, Alamo, TX 78516  
Date: August 22, 2017

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

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

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

**ACKNOWLEDGMENT**

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


Las Milpas Bridge Replacement


BY: \_\_\_\_\_  
Valde Guerra  
Executive Officer

RGV MORIN CHILDREN, LLC

BY:   
Dorothy J. Malcom  
Manager

BY: \_\_\_\_\_  
James M. Morin  
Manager

BY:   
Mary J. Schneider  
Manager

BY:   
Anthony W. Morin  
Manager

**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.

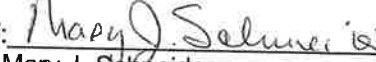
Las Milpas Bridge Replacement

BY: \_\_\_\_\_  
Valde Guerra  
Executive Officer

RGV MORIN CHILDREN, LLC

BY:   
Dorothy J. Malcom  
Manager

BY: \_\_\_\_\_  
James M. Morin  
Manager

BY:   
Mary J. Schneider  
Manager

BY:   
Anthony W. Morin  
Manager

**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.: 0003169423

SUBJECT PROPERTY: Lot(s): 1, Block: 13 Alamo Land and Sugar Company

STATE OF TEXAS  
COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared RGV Morin Children LLC.  
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
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____

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
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____

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)

N/A

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

N/A

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:

N/A

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

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

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

RGV MORIN CHILDREN, LLC

BY: [Signature]  
Dorothy J. Malcom  
Manager

BY: \_\_\_\_\_  
James M. Morin  
Manager

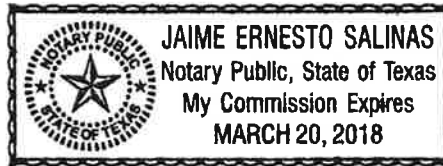
BY: [Signature]  
Mary J. Schneider  
Manager

BY: [Signature]  
Anthony W. Morin  
Manager

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me this 29<sup>th</sup> day of August, 2017 by Dorothy J. Malcom, Manager of RGV MORIN CHILDREN, LLC

[Signature]  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF HIDALGO

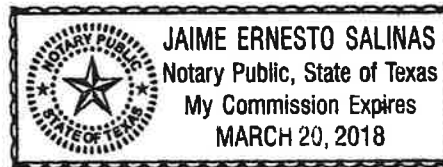
This instrument was acknowledged before me this 29<sup>th</sup> day of August, 2017 by James M. Morin, Manager of RGV MORIN CHILDREN, LLC

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me this \_\_\_\_\_ day of August, 2017 by Mary J. Schneider, Manager of RGV MORIN CHILDREN, LLC

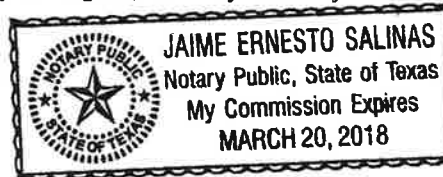
[Signature]  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me this 29<sup>th</sup> day of August, 2017 by Anthony W. Morin, Manager of RGV MORIN CHILDREN, LLC

[Signature]  
Notary Public, State of Texas



\*Note: This form is to be filled in and signed by seller in case of sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.

\*If seller is a non-resident alien, foreign corporation, etc., call your manager or Legal Department.

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

Revised 01/02

## TITLE COMPANY DISCLOSURES

**GUARANTY FILE NO.:** 0003169423

**SELLER (whether one or more):** RGV Morin Children LLC

**BUYER (whether one or more):** Las Milpas Bridge Replacement

**LENDER:**

**PROPERTY:** Not Known, Alamo, TX 78516

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

**Buyer's  
Initials**

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**Buyer's  
Initials**

\_\_\_\_\_  
\_\_\_\_\_

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

**Buyer's  
Initials**

\_\_\_\_\_  
\_\_\_\_\_

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

Buyer's  
Initials

\_\_\_\_\_  
\_\_\_\_\_

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

Seller's  
Initials

Buyer's  
Initials

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

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

Buyer's  
Initials

\_\_\_\_\_  
\_\_\_\_\_

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

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

Buyer's  
Initials

\_\_\_\_\_  
\_\_\_\_\_

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

Seller's  
Initials

Buyer's  
Initials

**8. CLOSING DISCLAIMER.** SELLER and BUYER each acknowledge and understand that the above referenced transaction has not yet "closed". Any change in the possession of the Property takes place AT BUYER'S AND SELLER'S OWN RISK. THIS TRANSACTION IS NOT "CLOSED" UNTIL:

- a. ALL TITLE REQUIREMENTS ARE COMPLETED TO THE SATISFACTION OF TITLE COMPANY;
- b. ALL NECESSARY DOCUMENTS ARE PROPERLY EXECUTED, REVIEWED, AND ACCEPTED BY THE PARTIES TO THIS TRANSACTION AND BY TITLE COMPANY; AND,
- c. ALL FUNDS ARE COLLECTED AND DELIVERED TO AND ACCEPTED BY THE PARTIES TO WHOM THEY ARE DUE.

Buyer's  
Initials

\_\_\_\_\_  
\_\_\_\_\_

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

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

Seller's Initials  
[Signature]  
MS

Seller's Initials  
[Signature]  
MS  
MS

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.

Buyer's Initials  
\_\_\_\_\_  
\_\_\_\_\_

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

**SELLER SIGNATURE**

RGV MORIN CHILDREN, LLC  
BY: [Signature]  
Dorothy J. Malcom  
Manager  
BY: \_\_\_\_\_  
James M. Morin  
Manager  
BY: [Signature]  
Mary J. Schneider  
Manager  
BY: [Signature]  
Anthony W. Morin  
Manager

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me this 29<sup>th</sup> day of August, 2017 by

[Signature]  
Notary Public, State of Texas  
**JAIME ERNESTO SALINAS**  
Notary Public, State of Texas  
My Commission Expires  
**MARCH 20, 2018**

**BUYER SIGNATURE**

Las Milpas Bridge Replacement  
BY: \_\_\_\_\_  
Valde Guerra  
Executive Officer

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me this \_\_\_\_\_ day of August, 2017 by

\_\_\_\_\_  
Notary Public, State of Texas

## WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

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

RE: RGV Morin Children LLC to Las Milpas Bridge Replacement

GF (File) No.: **0003169423**

Land: **PARCEL 2**

Being a 0.1158 of an acre (5,045 square feet) parcel of land situated in the Benigno Leal Survey, Abstract No. 18, Hidalgo County, Texas, and being a portion of Lot 1, Block 13, of **ALAMO LAND AND SUGAR COMPANY SUBDIVISION**, as recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas., and being a portion of Tract 5 as described in Deed to RGV Morin Children LLC, recorded in Document Number 2011-2174104, Deed Records Hidalgo County, Texas (D.R.H.C.T.), said 0.1158 of an acre being more particularly described by metes and bounds in two (2) parts as follows:

Part One-0.0545 of an acre (2,373 square feet)

COMMENCING at a PK nail found at the common corner of Lot 1, Block 12, Lot 2, Block 12, Lot 15, Block 16 and Lot 16, Block 16 of said Alamo Land and Sugar Company Subdivision, said point being in the approximate center of Las Milpas Road;

THENCE, South, 81 degrees 25 minutes 55 seconds East, along the common North line of Block 12 and the South line of Block 16 of said Alamo Land and Sugar Company Subdivision and continuing along the common North line of Block 13 and the South line of Block 17 of said Alamo Land and Sugar Company Subdivision, a distance of 4,678.41 feet to a point for corner;

THENCE, South, 08 degrees 16 minutes 25 seconds West, departing the common North line of Block 13, and the South line of Block 17, of the Alamo Land and Sugar Company Subdivision, a distance of 20.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing South right of way line of Las Milpas Road, and being the POINT OF BEGINNING at Station 16+30.00, 14.49 feet right and having a surface coordinate of N=16,564,046.41' and E=1,105,642.10';

THENCE, South, 81 degrees 25 minutes 55 seconds East, along the existing South right of way line of Las Milpas Road, a distance of 103.95 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the Westerly line of 200.0 foot wide easement to Hidalgo County Drainage District No. 1, South Lateral Drain Parcel 4, Tract 5, as recorded in Volume 1977, Page 7781, D.R.H.C.T.;

THENCE, South, 47 degrees 05 minutes 46 seconds West, departing the existing South right of way line of Las Milpas Road along the Westerly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement and the proposed South right of way line of Las Milpas Road, a distance of 32.05 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE, North, 81 degrees 43 minutes 35 seconds West, departing the Westerly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement along the proposed right of way line of Las Milpas Road, a distance of 83.86 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE, North, 08 degrees 16 minutes 25 seconds East, continuing along the proposed South right of way line of Las Milpas Road, a distance of 25.51 feet to the POINT OF BEGINNING and containing 0.0545 acres (2,373 square feet) of land, more or less.

Part Two-0.0613 of an acre (2,672 square feet)

COMMENCING at a PK nail found at the common corner of Lot 1, Block 12, Lot 2, Block 12, Lot 15, Block 16, and Lot 16, Block 16, of said Alamo Land and Sugar Company Subdivision, said point being in the approximate center of Las Milpas Road;

THENCE, South, 81 degrees 25 minute 55 seconds East, along the common North line of Block 12 and the South line of Block 16, of the Alamo Land and Sugar Company Subdivision and continuing along the common North line of Block 13 and the South line of Block 17, of the Alamo Land and Sugar Company Subdivision, a distance of 5,098.41 feet to a point for corner;

THENCE, South, 08 degrees 16 minutes 25 seconds West, departing the common North line of Block 13 and the South line of Block 17, of the Alamo Land and Sugar Company Subdivision, a distance of 20.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing South right of way line of Las Milpas Road and being on the proposed South right of way line of Las Milpas Road, and being the POINT OF BEGINNING at Station 20+50.00, 16.65 feet rith and having a surface coordinate of N=16,563,983.84 ' and E=1,106,057.42';

THENCE, South, 08 degrees 16 minutes 25 seconds West, departing the existing South right of way line of Las Milpas Road along the proposed South right of way line of Las Milpas Road, a distance of 23.35 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars";

THENCE, North 81 degrees 43 minutes 35 seconds West, continuing along the proposed South right of way line of Las Milpas Road, a distance of 114.94 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the Easterly line of a 200.0 foot wide easement to Hidalgo County Drainage District No. 1, South Lateral Drain Parcel 4, Tract 5, as recorded in Volume 1977, Page 7781, D.R.H.C.T.;

THENCE, North, 17 degrees 12 minutes 35 seconds East, continuing along the proposed South right of way line of Las Milpas Road and Easterly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement, a distance of 24.21 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing South right of way line of Las Milpas Road;

THENCE, South, 81 degrees 25 minutes 55 seconds East, departing the proposed South right of way line of Las Milpas Road and Easterly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement along the South right of way line of Las Milpas Road, a distance of 111.18 feet to the POINT OF BEGINNING and containing 0.0613 acres (2,672 square feet) of land, more or less.

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:

Signature:

Las Milpas Bridge Replacement

BY: \_\_\_\_\_  
Valde Guerra  
Executive Officer

# SELLER'S MAILING ADDRESS VERIFICATION FORM

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

GF No.: 0003169422

Seller Name(s): RGV MORIN CHILDREN, LLC

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

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

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

P.O. Box

City

State

Zip Code

## Phone Information

Seller One

Seller Two

Home No.:

\_\_\_\_\_

\_\_\_\_\_

Business No.:

\_\_\_\_\_

\_\_\_\_\_

Mobile No.:

\_\_\_\_\_

\_\_\_\_\_

Email Address:

\_\_\_\_\_

\_\_\_\_\_

Date of Birth:

\_\_\_\_\_

\_\_\_\_\_

Social Security No.:

\_\_\_\_\_

\_\_\_\_\_

Drivers License No.:

\_\_\_\_\_

\_\_\_\_\_

RGV MORIN CHILDREN, LLC

By: *Dorothy J. Malcom*  
Dorothy J. Malcom Date

By: \_\_\_\_\_  
James M. Morin Date

By: *Mary J. Schneider*  
Mary J. Schneider Date

By: *Anthony W. Morin*  
Anthony W. Morin Date

DATE: August 24, 2017

SUBJECT: HIDALGO COUNTY SUBDIVISION REGULATIONS

RE: 0003169423

SIERRA TITLE OF HIDALGO COUNTY, INC. hereby advises you that this property may be subject to the Subdivision Regulations of the County of Hidalgo or the nearest City.

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.

Las Milpas Bridge Replacement

BY: \_\_\_\_\_  
Valde Guerra  
Executive Officer

# BUYER'S MAILING ADDRESS VERIFICATION FORM

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

GF No.: 0003169423

Borrower/Buyer Name(s): Las Milpas Bridge Replacement

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.: \_\_\_\_\_

Las Milpas Bridge Replacement

\_\_\_\_\_  
Date

**SUBSTITUTE FORM 1099-S  
PROCEEDS FROM REAL ESTATE TRANSACTIONS**

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

0003169423

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

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

RGV Morin Children LLC

Transferor's Federal Tax ID Number:

1) Date of Closing:	2) Gross Proceeds:  2663.00	4) X here if property or services received:	5) X here if foreign person:	6) Buyer's part of real estate tax:  0.00
3) Address or Legal Description: Not Known/Alamo TX 78516				

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.

*RGV Morin Children LLC*  
RGV Morin Children LLC

Date

*8/29/2017*

**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 instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or the Schedule D for the appropriate income tax form. 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 social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the issuer has reported your complete identification number to the IRS.

**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.** If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).

**Box 6.** 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 6 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 the appropriate income tax form. For more information, see Pub. 523, Pub. 525, and Pub. 530.

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

## 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: RGV Morin Children LLC
2. Address or legal description (including city, state, and zip code) of residence being sold or exchanged:  
Not Known, Alamo, TX 78516
3. Taxpayer Identification No. (TIN): 61-1636124

### Part II. Seller Assurances

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

True  False

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.

True  False

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).

True  False

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.

True  False

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).

True  False

5. During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.

True  False  N/A

6. If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

**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.

RGV MORIN CHILDREN, LLC

8/29/2017

Date

BY: *D. Malcom*  
Dorothy J. Malcom  
Manager

BY: \_\_\_\_\_  
James M. Morin  
Manager

BY: *Mary J. Schneider*  
Mary J. Schneider  
Manager

BY: *Anthony W. Morin*  
Anthony W. Morin  
Manager

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

**INSTRUCTIONS FOR DISBURSEMENT OF  
SELLERS PROCEEDS**

Call when check is ready:

Seller(s) at home \_\_\_\_\_ work \_\_\_\_\_ cell \_\_\_\_\_

Realtor at \_\_\_\_\_

Other \_\_\_\_\_ at Phone No. \_\_\_\_\_

Mail check to: MARY J. SCHNEIDER  
104 W. X ANTHUS MA AVE  
McAllen, Texas 78504

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

RGV MORIN CHILDREN, LLC

BY: [Signature]  
Dorothy J. Malcom  
Manager

BY: \_\_\_\_\_  
James M. Morin  
Manager

BY: [Signature]  
Mary J. Schneider  
Manager

BY: [Signature]  
Anthony W. Morin  
Manager



# SIERRA TITLE COMPANY

3401 North 10<sup>th</sup> Street • P.O. Box 2975 • McAllen, Texas 78501 • TEL.: (956) 682-8321

## EXECUTED LETTER PERTAINING TO:

### COMMISSIONERS' COURT SUBDIVISION REGULATIONS AND CITY'S ZONING ORDINANCES & SUBDIVISION REGULATIONS

**DATE:** August 23, 2017

**BUYER(S)/BORROWER(S):** Las Milpas Bridge Replacement

**GF NUMBER:** 3169422

#### PROPERTY:

##### PARCEL 2

Being a 0.1158 of an acre (5,045 square feet) parcel of land situated in the Benigno Leal Survey, Abstract No. 18, Hidalgo County, Texas, and being a portion of Lot 1, Block 13, of **ALAMO LAND AND SUGAR COMPANY SUBDIVISION**, as recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas., and being a portion of Tract 5 as described in Deed to RGV Morin Children LLC, recorded in Document Number 2011-2174104, Deed Records Hidalgo County, Texas (D.R.H.C.T.), said 0.1158 of an acre being more particularly described by metes and bounds in two (2) parts as follows:

Part One-0.0545 of an acre (2,373 square feet)

COMMENCING at a PK nail found at the common corner of Lot 1, Block 12, Lot 2, Block 12, Lot 15, Block 16 and Lot 16, Block 16 of said Alamo Land and Sugar Company Subdivision, said point being in the approximate center of Las Milpas Road;

THENCE, South, 81 degrees 25 minutes 55 seconds East, along the common North line of Block 12 and the South line of Block 16 of said Alamo Land and Sugar Company Subdivision and continuing along the common North line of Block 13 and the South line of Block 17 of said Alamo Land and Sugar Company Subdivision, a distance of 4,678.41 feet to a point for corner;

THENCE, South, 08 degrees 16 minutes 25 seconds West, departing the common North line of Block 13, and the South line of Block 17, of the Alamo Land and Sugar Company Subdivision, a distance of 20.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars on th existing South right of way line of Las Milpas Road, and being the POINT OF BEGINNING at Station 16+30.00, 14.49 feet right and having a surface coordinate of N=16,564,046.41' and E=1,105,642.10';

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at an angle point;

THENCE, North, 08 degrees 16 minutes 25 seconds East, continuing along the proposed South right of way line of Las Milpas Road, a distance of 25.51 feet to the POINT OF BEGINNING and containing 0.0545 acres (2,373 square feet) of land, more or less.

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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.

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.

Las Milpas Bridge Replacement

BY: \_\_\_\_\_  
Valde Guerra  
Executive Officer

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me this \_\_\_\_\_ day of August, 2017 by Valde Guerra,  
Executive Officer of Las Milpas Bridge Replacement.

\_\_\_\_\_  
Notary Public, State of Texas

# TAX PRORATION AGREEMENT

GF No. 3172585

Date: August 29<sup>th</sup>, 2017

SELLER: Fortco Properties, Ltd., a Texas limited partnership

BUYER: Hidalgo County Regional Mobility Authority

PROPERTY:

## PARCEL 2

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COMMENCING at a PK nail found at the common corner of Lot 1, Block 12, Lot 2, Block 12, Lot 15, Block 16 and Lot 16, Block 16 of said Alamo Land and Sugar Company Subdivision, said point being in the approximate center of Las Milpas Road;

THENCE, South, 81 degrees 25 minutes 55 seconds East, along the common North line of Block 12 and the South line of Block 16 of said Alamo Land and Sugar Company Subdivision and continuing along the common North line of Block 13 and the South line of Block 17 of said Alamo Land and Sugar Company Subdivision, a distance of 4,678.41 feet to a point for corner;

THENCE, South, 08 degrees 16 minutes 25 seconds West, departing the common North line of Block 13, and the South line of Block 17, of the Alamo Land and Sugar Company Subdivision, a distance of 20.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing South right of way line of Las Milpas Road, and being the POINT OF BEGINNING at Station 16+30.00, 14.49 feet right and having a surface coordinate of N=16,564,046.41' and E=1,105,642.10';

THENCE, South, 81 degrees 25 minutes 55 seconds East, along the existing South right of way line of Las Milpas Road, a distance of 103.95 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the Westerly line of 200.0 foot wide easement to Hidalgo County Drainage District No. 1, South Lateral Drain Parcel 4, Tract 5, as recorded in Volume 1977, Page 7781, D.R.H.C.T.;

THENCE, South, 47 degrees 05 minutes 46 seconds West, departing the existing South right of way line of Las Milpas Road along the Westerly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement and the proposed South right of way line of Las Milpas Road, a distance of 32.05 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE, North, 81 degrees 43 minutes 35 seconds West, departing the Westerly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement along the proposed right of way line of Las Milpas Road, a distance of 83.86 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" at an angle point;

THENCE, North, 08 degrees 16 minutes 25 seconds East, continuing along the proposed South right of way line of Las Milpas Road, a distance of 25.51 feet to the POINT OF BEGINNING and containing 0.0545 acres (2,373 square feet) of land, more or less.

Part Two-0.0613 of an acre (2,672 square feet)

COMMENCING at a PK nail found at the common corner of Lot 1, Block 12, Lot 2, Block 12, Lot 15, Block 16, and Lot 16, Block 16, of said Alamo Land and Sugar Company Subdivision, said point being in the approximate center of Las Milpas Road;

THENCE, South, 81 degrees 25 minute 55 seconds East, along the common North line of Block 12 and the South line of Block 16, of the Alamo Land and Sugar Company Subdivision and continuing along the common North line of Block 13 and the South line of Block 17, of the Alamo Land and Sugar Company Subdivision, a distance of 5,098.41 feet to a point for corner;

THENCE, South, 08 degrees 16 minutes 25 seconds West, departing the common North line of Block 13 and the South line of Block 17, of the Alamo Land and Sugar Company Subdivision, a distance of 20.00 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing South right of way line of Las Milpas Road and being on the proposed South right of way line of Las Milpas Road, and being the POINT OF BEGINNING at Station 20+50.00, 16.65 feet rith and having a surface coordinate of N=16,563,983.84 ' and E=1,106,057.42';

THENCE, South, 08 degrees 16 minutes 25 seconds West, departing the existing South right of way line of Las Milpas Road along the proposed South right of way line of Las Milpas Road, a distance of 23.35 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars";

THENCE, North 81 degrees 43 minutes 35 seconds West, continuing along the proposed South right of way line of Las Milpas Road, a distance of 114.94 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the Easterly line of a 200.0 foot wide easement to Hidalgo County Drainage District No. 1, South Lateral Drain Parcel 4, Tract 5, as recorded in Volume 1977, Page 7781, D.R.H.C.T.;

THENCE, North, 17 degrees 12 minutes 35 seconds East, continuing along the proposed South right of way line of Las Milpas Road and Easterly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement, a distance of 24.21 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "Huitt-Zollars" on the existing South right of way line of Las Milpas Road;

THENCE, South, 81 degrees 25 minutes 55 seconds East, departing the proposed South right of way line of Las Milpas Road and Easterly line of said 200.0 foot wide Hidalgo County Drainage District No. 1 easement along the South right of way line of Las Milpas Road, a distance of 111.18 feet to the POINT OF BEGINNING and containing 0.0613 acres (2,672 square feet) of land, more or less.

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.

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

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.

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 SIGNATURE**

RGV MORIN CHILDREN, LLC

BY: *Dorothy J. Malcom*  
Dorothy J. Malcom  
Manager

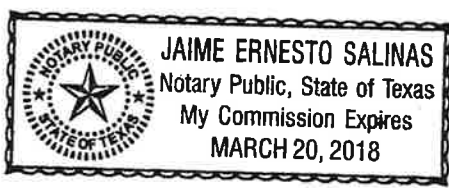
BY: \_\_\_\_\_  
James M. Morin  
Manager

BY: *Mary J. Schneider*  
Mary J. Schneider  
Manager

BY: *Anthony W. Morin*  
Anthony W. Morin  
Manager

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me this 29<sup>th</sup> day of August, 2017 by Dorothy J. Malcom, Manager of RGV MORIN CHILDREN, LLC.  
*Jaime Ernesto Salinas*  
Notary Public, State of Texas



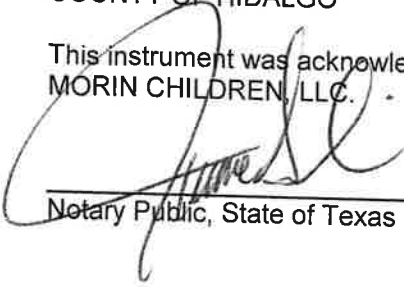
STATE OF TEXAS  
COUNTY OF HIDALGO

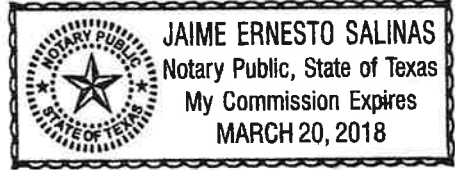
This instrument was acknowledged before me this \_\_\_\_\_ day of August, 2017 by James M. Morin, Manager of RGV MORIN CHILDREN, LLC.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF HIDALGO

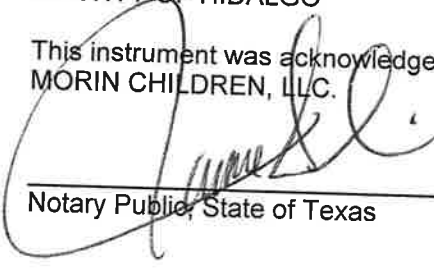
This instrument was acknowledged before me this 29<sup>th</sup> day of August, 2017 by Mary J. Schneider, Manager of RGV MORIN CHILDREN, LLC.

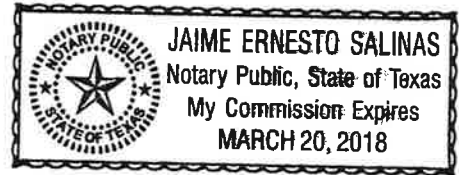
  
\_\_\_\_\_  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me this 29<sup>th</sup> day of August, 2017 by Anthony W. Morin, Manager of RGV MORIN CHILDREN, LLC.

  
\_\_\_\_\_  
Notary Public, State of Texas



**PURCHASER(S):**

Las Milpas Bridge Replacement

BY: \_\_\_\_\_  
Valde Guerra  
Executive Officer

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me this \_\_\_\_\_ day of August, 2017 by Valde Guerra, Executive Officer of Las Milpas Bridge Replacement.

Notary Public, in and for the State of TEXAS

\_\_\_\_\_  
Notary's Printed Name  
My Commission Expires: \_\_\_\_\_