

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number 158095	7. Loan Number	8. Mortgage Ins Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance			
7. <input checked="" type="checkbox"/> Cash Sale.					

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 "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower Hidalgo County Administration Building 100 E. Cano, 2nd Floor Edinburg, TX 78539	E. Name & Address of Seller Jean Windbigler 4410 E. Trenton Road Edinburg, TX 78542-8871	F. Name & Address of Lender
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G. Property Location Alamo Land And Sugar Company, Lot 2, Block 52, 9.14ac, Hidalgo County Trenton Road Parcel 10 Edinburg, TX 78539 See Addendum	H. Settlement Agent Name Valley Land Title Co. 6013 N. 10th Street McAllen, TX 78504 Tax ID: 20-4064406 Underwritten By: WFG National Title Insurance Company	I. Settlement Date Fund:
	Place of Settlement Valley Land Title Company 217 W. Cano Edinburg, TX 78539	

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	\$370,000.00	401. Contract Sales Price	\$370,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$3,299.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Water District Taxes		410. Water District Taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$373,299.00	420. Gross Amount Due to Seller	\$370,000.00
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan to	
205.		505. Payoff of second mortgage loan to	
206.		506. 2019 Property Taxes	\$601.37
207.		507. 2019 Irrigation Property Taxes	\$995.43
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Annual assessments		512. Annual assessments	
213. School property taxes		513. School property taxes	
214. Water District Taxes		514. Water District Taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$0.00	520. Total Reduction Amount Due Seller	\$1,596.80
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$373,299.00	601. Gross Amount due to seller (line 420)	\$370,000.00
302. Less amounts paid by/for borrower (line 220)	\$0.00	602. Less reductions in amt. due seller (line 520)	\$1,596.80
303. Cash From Borrower	\$373,299.00	603. Cash To Seller	\$368,403.20

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

L. Settlement Charges				Paid From	Paid From
700. Total Sales/Broker's Commission based on price		\$370,000.00	@ % = \$0.00	Borrower's Funds at Settlement	Seller's Funds at Settlement
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703.	Commission Paid at Settlement			\$0.00	\$0.00
704.	The following persons, firms or	to			
705.	corporations received a portion	to			
706.	of the real estate commission amount	to			
707.	shown above:	to			
800. Items Payable in Connection with Loan					
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	to			
807.	Assumption Fee	to			
900. Items Required by Lender To Be Paid in Advance					
901.	Interest from	to @ \$0/day			
902.	Mortgage Insurance Premium for	months to			
903.	Hazard Insurance Premium for	years to			
1000. Reserves Deposited With Lender					
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.	School property taxes	months @	per month		
1007.	Water District taxes	months @	per month		
1008.	HOA Dues	months @	per month		
1011.	Aggregate Adjustment				
1100. Title Charges					
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 Law Office of Ricardo A. Ramos, Trustee		\$195.00	
1106.	Notary fees	to			
1107.	Attorney's fees	to			
(includes above items numbers:)					
1108.	Title insurance	to Valley Land Title Company		\$2,255.00	
(includes above items numbers:)					
1109.	Lender's coverage	\$0.00/\$0.00			
1110.	Owner's coverage	\$370,000.00/\$2,255.00			
1111.	Escrow fee	to Valley Land Title Company		\$700.00	
1112.	Guaranty Fee	to Valley Land Title Company Guaranty Fee Escrow Account		\$2.00	
1113.	Tax Service Fee	to Hidalgo County Property Tax Service		\$95.00	
1200. Government Recording and Transfer Charges					
1201.	Recording Fees	Deed \$52.00 ; Mortgage ; Rel	to Valley Land Title Company	\$52.00	
1202.	City/county tax/stamps	Deed ; Mortgage	to		
1203.	State tax/stamps	Deed ; Mortgage	to		
1204.		to			
1300. Additional Settlement Charges					
1301.	Survey	to			
1302.	Pest Inspection	to			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$3,299.00	

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 completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Hidalgo County

By Valde Guerra, Executive Officer

Jean Windbigler

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused 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.

Addendum to HUD Settlement Statement

Section G – Additional Tracts of Land

Alamo Land And Sugar Company, Lot 2, Block 52, 0.37ac., Hidalgo County
Trenton Road
Parcel 11
Edinburg, TX 78539

Alamo Land And Sugar Company, Lot 1, Block 52, 2.50ac., Hidalgo County
Trenton Road
Parcel 12
Edinburg, TX 78539

Alamo Land And Sugar Company, Lot 1, Block 52, 2.39 ac, Hidalgo County
4410 East Trenton
Edinburg, TX 78539

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 DRIVERS LICENSE NUMBER.

Special Warranty Deed

1. Date:
2. Parties:
 - A. Grantor: Joyce Jean Windbigler, whose mailing address is 4410 E. Trenton Road, McAllen, Texas 78504.
 - B. Grantee: Hidalgo County, 100 E. Cano 2nd Floor, Edinburg, Texas 78539.
3. Property: A 16.23 acre tract of land, more or less, out of Lots 1 and 2, Block 52, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, according to the plat or map thereof recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas, and out of Warranty Deed recorded in Volume 1453, Page 443, Warranty Deed recorded in Volume 1814, Page 856, Warranty Deed Recorded in Volume 2284, Page 1, Official Records, Hidalgo County, Texas, reference to which is here made for all purposes and being more particularly described by metes and bounds on attached Exhibit "A" and depicted on the plat attached as Exhibit "B".
4. Consideration: Ten and No/100ths Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, in lieu of action of eminent domain.
5. Reservations From Conveyance and Warranty: Grantor reserves unto Grantor and for Grantor's heirs, successors, and assigns forever, the following to the extent not previously conveyed and/or severed to-wit:
 - A. A reservation of all oil, gas, and other minerals and all water, in and under that may be produced from the Property. If the mineral and/or water estates is/are subject to existing production or an existing lease, this reservation includes the production, the lease(s), and all benefits from it. However, Grantor waives the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral and/or water estate owned by Grantor and waives the right to use the surface for any activities relating to the exploration of mineral and/or water estate. Nothing, however, will restrict or prohibit the pooling or unitization of the portion of the mineral and/or water estate owned by Grantor with and other than the Property; or the exploration or production of the oil, gas, and other minerals and/or water by means of wells that are drilled or mines that open on land other than the Property, but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.
 - B. The right, which "runs with the land", appurtenant to the property described below to drain into the Property (being conveyed), which is to be transformed into a drainage ditch, to-wit:

Lots one (1) and two (2), Block Fifty-two (52), Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2284, Page 1, Official Records, Hidalgo County, Texas.

However, this reserved right is as to the present use of the property (farming) and if the property is developed for commercial or residential use, then the right to drain is qualified to comply with the governing permitting process.

6. Exceptions to Conveyance and Warranty

- A. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
- B. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes.
- C. Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.
- D. Roads, 15 foot irrigation easement (H.C.I.D. No. 2) along the East side, existing 15 foot drain right of way across the North 15 feet of the South 30 feet of property; 15 foot irrigation easement and drain easement along the South side; 50 foot gas easement running North and South across the center of property; 10 foot right of way to Hidalgo County Irrigation District No. 2 running North and South across the center of property; 20 foot irrigation right of way easement in favor of Hidalgo County Irrigation No. 2 running North and South across the center of property; 60" irrigation line across the West side; 16" down drain across the Southwest corner and reservations as shown on the map of Alamo Land and Sugar Company Subdivision, recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas and as shown on survey prepared by Alfonso Quintanilla, R.P.L.S. No. 4856, Revised and dated September 9, 2019. Parcel 10.
- E. Right of way easement in favor of Alamo Land and Sugar Company as shown by instrument dated December 9, 2016, recorded in Volume 57, Pages 535-536, Deed Records of Hidalgo County, Texas.
- F. Right of Way Agreement easement in favor of Tennessee Gas Transmission Co. as shown by instrument dated June 20, 1950, recorded in Volume 695, Page 18, Deed Records and Amendment filed May 18, 2000 under Document Number 873733, Official Records of Hidalgo County, Texas.
- G. Right of Way easement in favor of Hidalgo County as shown by instrument dated May 13, 1974, recorded in Volume 1407, Page 383, Deed Records of Hidalgo County, Texas.
- H. Agreement by and between Hidalgo County Irrigation District Number Two and I.J. Windbigler and Paul Windbigler as shown by instrument dated August 14, 1985, filed in Volume 2285, Page 840, Official Records of Hidalgo County, Texas.
- I. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated November 27, 1934, in favor of V.V. Pernoud, as Lessee, recorded in Volume "R", Page 387, Oil and Gas Records of Hidalgo County, Texas.
- J. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated April 15, 1964, by and between Edward L. Hargis, as Lessor, and James L. Goode, as Lessee, recorded in Volume 287, Page 41, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. By instrument dated July 28, 1966, recorded in Volume 308, Page 568, Oil and Gas Records, said Oil and Gas Lease were Assigned to Gulf Oil Corp.
- K. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 22, 1976, in favor of Mellon Energy Co., as Lessee, recorded in Volume 364, Page 634, Oil and Gas Records of Hidalgo County, Texas.
- L. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated December 15, 1981, by and between I.J. Windbigler and wife, Mae Ermogene Windbigler, as Lessor, and Hankey Oil Company, as Lessee, recorded in Volume 409, Page 311 Oil and Gas Records of Hidalgo County, Texas.
- M. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated February 3, 1999, by and between Paul Lee Windbigler, as Lessor, and Samson Lone Star Limited Partnership, as Lessee, filed on April 14, 1999, under Document Number 765279, under Document Number 765284 and Extended and filed February 5, 2002 under Document Number 1048464; filed May 13,

- 1999, and Document Number 773520 and Correction filed November 2, 1999 under Document Number 819759, Official Records of Hidalgo County, Texas.
- N. Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated December 11, 1999, filed July 14, 2000 under Document Number 888450 and Correction filed December 18, 2001 under Document Number 1034317, Official Records of Hidalgo County, Texas.
 - O. Roads, 50 foot gas easement along the East side, 15 foot irrigation and 15 foot drainage easement along the South side, 10 foot irrigation easement along the West side and reservations as shown on the map of Alamo Land and Sugar Company Subdivision, recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas and as shown on survey prepared by Alfonso Quintanilla, R.P.L.S. No. 4856, dated August 17, 2018, Job No. Parcel 11. (Tract 2)
 - P. Right of Way Easement in favor of Hidalgo County Irrigation District Number Two as shown by instrument dated August 14, 1985, recorded in Volume 2285, Page 833, Deed Records of Hidalgo County, Texas.
 - Q. Roads, existing 10 foot irrigation easement (H.C.I.D. No. 2) along the East side, existing 15 foot irrigation easement (H.C.I.D. No. 2) and 15 foot drainage easement along the South side, and reservations as shown on the map of Alamo Land and Sugar Company Subdivision, recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas and as shown on survey prepared by Alfonso Quintanilla, R.P.L.S. No. 4856, dated August 14, 2018, Job No. Parcel 12. (Tract 3)
 - R. Right of Way easement in favor of Hidalgo County as shown by instrument dated August 14, 1985, recorded in Volume 2285, Page 842, Deed Records of Hidalgo County, Texas.
 - S. Roads, 20 foot irrigation easement (H.C.I.D. No. 2) along the West side, existing 15 foot irrigation easement (H.C.I.D. No. 2) and down drain along the South side and reservations as shown on the map of Alamo Land and Sugar Company Subdivision, recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas and as shown on survey prepared by Alfonso Quintanilla, R.P.L.S. No. 4856, dated August 14, 2018, Job No. Parcel 13. (Tract 4)
 - T. Any claim or allegation that the land, described in Schedule "A", was or is to be conveyed in violation of state statutes or any county or municipal ordinances requiring the platting of the land or affecting subdivisions, or any loss of the use of the land by reason thereof.
 - U. Rights of parties and tenants in possession.
 - V. Zoning and Hidalgo County ordinances and/or state law requiring subdividing.
 - W. The "as-is", physical status/condition of the Property, with language of Exhibit "C", hereto attached.
 - X. Rights of the farmer in possession.
 - Y. Any rollback taxes resulting from change in use and/or the conveyance of the Property, only to the extent that Grantor will not be responsible if same are assessed.*
- *Grantee is a governmental entity not subject to ad valorem taxation nor rollback taxes.
7. Granting Clause: For the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, but only to the extent that same are valid, subsisting and affect the Property (Grantee however, does not ratify or assume any responsibility to same), Grantor grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever.
8. Special Warranty: Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, except as to the Reservations from and the Exceptions to Conveyance and Warranty.
9. Miscellaneous: When the context requires, singular nouns and pronouns include the plural.
10. Signature:

Joyce Jean Windbigler

The State of Texas }

County of Hidalgo }

Acknowledgment

DRAFT

This instrument was acknowledged before me on this ___ day of November, 2019, by Joyce Jean Windbigler.

(SEAL)

Notary Public, State of Texas

Exhibit "C"

As a material part of the consideration, Grantor (Seller) and Grantees (Buyer) agree that:

- A. Grantee is accepting the Property "AS IS", "WHERE IS" AND "WITH ALL FAULTS", including latent defects, including buried pipes, pipelines and/or debris. GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, (except those set out in the warranty of title) INCLUDING, BUT NOT LIMITED TO: ZONING AND TAX CONSEQUENCES; PHYSICAL OR ENVIRONMENTAL CONDITIONS; AVAILABILITY OF ACCESS, INGRESS OR EGRESS; OPERATING HISTORY OR PROJECTIONS; VALUATION; GOVERNMENTAL APPROVALS, GOVERNMENTAL LAW AND/OR REGULATIONS; THINGS RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION:
 - 1) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY;
 - 2) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY;
 - 3) THE MANNER, QUALITY, AND/OR STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; and
 - 4) THE PERFORMANCE OF THE WORK BY CONTRACTORS AND CONSULTANTS - ACCEPTED BY GRANTEE SOLELY BASED UPON GRANTEE'S INSPECTION, TESTING AND/OR SOLE JUDGMENT AFTER GRANTEE HAS BEEN AFFORDED THE OPPORTUNITY TO INSPECT AND TEST THE WORK AND THE PROPERTY FOR WHATEVER PURPOSE DEEMED NECESSARY OR APPROPRIATE BY GRANTEE AND GRANTEE HAS SATISFIED ITSELF IN REFERENCE TO SAME.

- B. GRANTEE HAS NOT RELIED UPON, EITHER DIRECTLY OR INDIRECTLY, ON ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR; GRANTEE REPRESENTS THAT:
 - 1) GRANTEE IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE;
 - 2) GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN EXPERTISE AND INSPECTIONS IN PURCHASING THE PROPERTY;
 - 3) GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND RELIES SOLELY ON SAME;

- C. THERE ARE NOT ANY ORAL AGREEMENTS, WARRANTIES AND/OR REPRESENTATIONS.

COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY;

- D. THE TERMS AND CONDITIONS OF THIS EXHIBIT WILL EXPRESSLY SURVIVE THE CLOSING, NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS AND WILL BE INCORPORATED INTO THE DEED;**
- E. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON;**
- F. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY.**

After Recording Return To:

Hidalgo County, 100 E. Cano 2nd Floor, Edinburg, Texas 78539.

INDEMNITY AND AFFIDAVIT AS TO DEBTS AND LIENS

(Seller Or Owner-Borrower)

GF# 158095

SUBJECT PROPERTY: A 16.23 ACRE TRACT OF LAND OUT OF LOTS 1 AND 2, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS HIDALGO COUNTY, TEXAS, AND OUT OF WARRANTY DEED RECORDED IN VOLUME 1453, PAGE 443, WARRANTY DEED RECORDED IN VOLUME 1814, PAGE 856, AND WARRANTY DEED RECORDED IN VOLUME 2284, PAGE 1, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND ON THE EAST LINE OF LOT 2, AND ON THE SOUTH RIGHT OF WAY LINE OF TRENTON ROAD FOR THE NORTHEAST CORNER OF THIS TRACT, SAID ROD BEARS S 08° 31' 51" W, 30.00 FEET FROM THE NORTHEAST CORNER OF LOT 2.

THENCE; S 08° 31' 51" W, ALONG THE EAST LINE OF LOT 2, A DISTANCE OF 1,290.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF LOT 2, AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81° 28' 09" W, ALONG THE SOUTH LINE OF LOTS 1 AND 2, A DISTANCE OF 2,610.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST RIGHT OF WAY LINE OF CESAR CHAVEZ ROAD, FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08° 31' 51" E, ALONG THE EAST RIGHT OF WAY LINE OF CESAR CHAVEZ ROAD, A DISTANCE OF 165.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81° 28' 09" E, A DISTANCE OF 1,708.30 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF A 50.00 FOOT GAS PIPELINE EASEMENT TO TENNESSEE GAS TRANSMISSION COMPANY (RECORDED IN VOLUME 695, PAGE 18, DEED RECORDS, HIDALGO COUNTY, TEXAS) , FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08° 31' 51" E, ALONG THE EAST LINE OF SAID 50.00 FOOT GAS PIPELINE EASEMENT, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81° 28' 09" E, A DISTANCE OF 686.70 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT .

THENCE; N 08° 31' 51" E, A DISTANCE OF 1,075.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH RIGHT OF WAY LINE OF TRENTON ROAD FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81° 28' 09" E , ALONG THE SOUTH RIGHT OF WAY LINE OF TRENTON ROAD, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.23 ACRES OF LAND MORE OR LESS.

NOTE: The company does not represent that the above acreage or square footage calculations are correct.

STATE OF TEXAS

COUNTY OF HIDALGO

Before me, the undersigned authority, on this day personally appeared the Undersigned(Owner-Borrower) personally known to me to be the person(s) whose names(s) is/are subscribed hereto and upon oath deposes and says that the marital status of affiant(s) has/have not changed since the date of acquisition of said property and represents to the purchaser and/or lender in this transaction that there are:

1. No unpaid debts for taxes, 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 statements, security agreement or otherwise except the following:

Creditor	Approximate Amount
NONE	

2. No loans or liens (including federal or state liens and judgment liens) of any kind on such property except the following:

Creditor	Amount
NONE	

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are 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 the following:

NONE

INDEMNITY: I/WE 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 HEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME/US, KNOWN TO ME/US, OR HAVE AN INCEPTION DATE PRIOR TO THE CLOSING OF THIS TRANSACTION.

I/we realize that the purchaser and/or lender and the title company 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 therein unless said representations were made.

Jean Windbigler

SWORN AND SUBSCRIBED TO BEFORE ME by Jean Windbigler on the ____ day of January, 2020.

Notary Public, State of Texas

Printed name of Notary:

My Commission expires: _____

NO PRORATION AGREEMENT

WHEREAS, Jean Windbigler, hereinafter referred to as SELLER has this day sold to Hidalgo County, hereinafter referred to as PURCHASER, the following described property, to-wit:

A 16.23 ACRE TRACT OF LAND OUT OF LOTS 1 AND 2, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS HIDALGO COUNTY, TEXAS, AND OUT OF WARRANTY DEED RECORDED IN VOLUME 1453, PAGE 443, WARRANTY DEED RECORDED IN VOLUME 1814, PAGE 856, AND WARRANTY DEED RECORDED IN VOLUME 2284, PAGE 1, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND ON THE EAST LINE OF LOT 2, AND ON THE SOUTH RIGHT OF WAY LINE OF TRENTON ROAD FOR THE NORTHEAST CORNER OF THIS TRACT, SAID ROD BEARS S 08° 31' 51" W, 30.00 FEET FROM THE NORTHEAST CORNER OF LOT 2.

THENCE; S 08° 31' 51" W, ALONG THE EAST LINE OF LOT 2, A DISTANCE OF 1,290.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF LOT 2, AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81° 28' 09" W, ALONG THE SOUTH LINE OF LOTS 1 AND 2, A DISTANCE OF 2,610.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST RIGHT OF WAY LINE OF CESAR CHAVEZ ROAD, FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08° 31' 51" E, ALONG THE EAST RIGHT OF WAY LINE OF CESAR CHAVEZ ROAD, A DISTANCE OF 165.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

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THENCE; S 81° 28' 09" E, ALONG THE SOUTH RIGHT OF WAY LINE OF TRENTON ROAD, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.23 ACRES OF LAND MORE OR LESS.

SELLER and PURCHASER acknowledge that PURCHASER is a political subdivision of the State of Texas and is not subject to ad valorem taxes. Consequently, taxes will not be prorated and SELLER shall be fully and solely responsible for taxes for the year 2019 up and to the date of closing.

EXECUTED this ____ day of January, 2020.

SELLER

BUYER

HIDALGO COUNTY

Jean Windbigler

By: _____
VALDE GUERRA, Executive Officer

VALLEY LAND TITLE COMPANY, LTD.

612 W. Nolana Ave. Suite 570

McALLEN, TEXAS 78504

(956) 687-7763

FAX (956) 217-3190

ACCEPTANCE OF TITLE POLICY EXCEPTIONS

GF NO. 158095

Gentlemen:

We agree that the Owner's Title Policy you are to issue covering:

A 16.23 ACRE TRACT OF LAND OUT OF LOTS 1 AND 2, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS HIDALGO COUNTY, TEXAS, AND OUT OF WARRANTY DEED RECORDED IN VOLUME 1453, PAGE 443, WARRANTY DEED RECORDED IN VOLUME 1814, PAGE 856, AND WARRANTY DEED RECORDED IN VOLUME 2284, PAGE 1, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

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NOTE: The company does not represent that the above acreage or square footage calculations are correct.

will be on the usual Texas form which contains the following printed exceptions:

1. Restrictive covenants affecting the land described or referred to on Schedule B of the Title Commitment as (Deleted)
2. Any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments, or any overlapping of improvements.
3. Standby fees and taxes for the year 2019 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

and that the policy to be issued on this particular transaction will contain the following special exceptions:

Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.

Roads, 15 foot irrigation easement (H.C.I.D. No. 2) along the East side, existing 15 foot drain right of way across the North 15 feet of the South 30 feet of property; 15 foot irrigation easement and drain easement along the South side; 50 foot gas easement running North and South across the center of property; 10 foot right of way to Hidalgo County Irrigation District No. 2 running North and

South across the center of property; existing 20 foot irrigation right of way easement in favor of Hidalgo County Irrigation No. 2 running North and South across the center of property; 60" irrigation line across the West side; existing 16" down drain across the Southwest corner and reservations as shown on the map of Alamo Land and Sugar Company Subdivision, recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas and as shown on survey prepared by Alfonso Quintanilla, R.P.L.S. No. 4856, Revised and dated October 9, 2019, Parcel 10.

Right of way easement in favor of Alamo Land and Sugar Company as shown by instrument dated December 9, 2016, recorded in Volume 57, Pages 535-536, Deed Records of Hidalgo County, Texas.

Right of Way Agreement easement in favor of Tennessee Gas Transmission Co. as shown by instrument dated June 20, 1950, recorded in Volume 695, Page 18, Deed Records and Amendment filed May 18, 2000 under Document Number 873733, Official Records of Hidalgo County, Texas.

Right of Way easement in favor of Hidalgo County as shown by instrument dated May 13, 1974, recorded in Volume 1407, Page 383, Deed Records of Hidalgo County, Texas.

Agreement by and between Hidalgo County Irrigation District Number Two and I.J. Windbigler and Paul Windbigler as shown by instrument dated August 14, 1985, filed in Volume 2285, Page 840, Official Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated November 27, 1934, in favor of V.V. Pernoud, as Lessee, recorded in Volume "R", Page 387, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated April 15, 1964, by and between Edward L. Hargis, as Lessor, and James L. Goode, as Lessee, recorded in Volume 287, Page 41, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s). By instrument dated July 28, 1966, recorded in Volume 308, Page 568, Oil and Gas Records, said Oil and Gas Lease were Assigned to Gulf Oil Corp.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 22, 1976, in favor of Mellon Energy Co., as Lessee, recorded in Volume 364, Page 634, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated December 15, 1981, by and between I.J. Windbigler and wife, Mae Ermogene Windbigler, as Lessor, and Hankey Oil Company, as Lessee, recorded in Volume 409, Page 311 Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s). Said Oil and Gas Lease were Assigned to Hankey Oil Company.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated February 3, 1999, by and between Paul Lee Windbigler, as Lessor, and Samson Lone Star Limited Partnership, as Lessee, filed on April 14, 1999, under Document Number 765279, under Document Number 765284 and Extended and filed February 5, 2002 under Document Number 1048464; filed May 13, 1999, and Document Number 773520 and Correction filed November 2, 1999 under Document Number 819759, Official Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).

Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated December 11, 1999, filed July 14, 2000 under Document Number 888450 and Correction filed December 18, 2001 under Document Number 1034317, Official Records of Hidalgo County, Texas.

Right of Way Easement in favor of Hidalgo County Irrigation District Number Two as shown by instrument dated August 14, 1985, recorded in Volume 2285, Page 833, Deed Records of Hidalgo County, Texas.

Right of Way easement in favor of Hidalgo County as shown by instrument dated August 14, 1985, recorded in Volume 2285, Page 842, Deed Records of Hidalgo County, Texas.

Any claim or allegation that the land, described in Schedule "A", was or is to be conveyed in violation of state statutes or any county or municipal ordinances requiring the platting of the land or affecting subdivisions, or any loss of the use of the land by reason thereof.

Deleted.

Rights of parties in possession.

Deleted.

Deleted.

Deleted.

Deleted.

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does guarantee that no such liens have been

filed with the County Clerk of Hidalgo County, Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to \$_____. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy. (EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS).

4. Lien or liens created or assumed in conjunction with this transaction, if any.
5. Rights of parties in possession.

Since the title company examines only the record title and does not actually see the property, we hereby waive inspection by the title company of this property and accept our policy subject to the rights of parties in possession. We agree that it is our responsibility to inspect said premises and to obtain possession of it from the present occupants, if any.

Hidalgo County

By Valde Guerra, Executive Officer

Date: January ____, 2020

NOTIFICATION OF TAXING AUTHORITIES

GF# 158095

RE: A 16.23 ACRE TRACT OF LAND OUT OF LOTS 1 AND 2, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS HIDALGO COUNTY, TEXAS, AND OUT OF WARRANTY DEED RECORDED IN VOLUME 1453, PAGE 443, WARRANTY DEED RECORDED IN VOLUME 1814, PAGE 856, AND WARRANTY DEED RECORDED IN VOLUME 2284, PAGE 1, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND ON THE EAST LINE OF LOT 2, AND ON THE SOUTH RIGHT OF WAY LINE OF TRENTON ROAD FOR THE NORTHEAST CORNER OF THIS TRACT, SAID ROD BEARS S 08° 31' 51" W, 30.00 FEET FROM THE NORTHEAST CORNER OF LOT 2.

THENCE; S 08° 31' 51" W, ALONG THE EAST LINE OF LOT 2, A DISTANCE OF 1,290.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF LOT 2, AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81° 28' 09" W, ALONG THE SOUTH LINE OF LOTS 1 AND 2, A DISTANCE OF 2,610.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST RIGHT OF WAY LINE OF CESAR CHAVEZ ROAD, FOR THE SOUTHWEST CORNER OF THIS TRACT.

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NOTE: The company does not represent that the above acreage or square footage calculations are correct.

Please be advised that tax statements will continue to be sent to the previous owner. In order for tax statements to be sent to you, upon receipt of the recorded Warranty Deed which is mailed to you directly from our office, you need to take it to the following office so that they can change their records accordingly:

Hidalgo County Appraisal District
4405 South Professional Drive (West of Bert Ogden on Trenton Road)
Edinburg, Texas 78539
WWW.HIDALGOAD.ORG
(956) 381-8466

This information will also need to be given to any Water District which affects the property.

PLEASE NOTE THAT IT IS THE NEW OWNERS RESPONSIBILITY TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT OF THE CHANGE OF OWNERSHIP. FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST CHARGES BEING ADDED TO YOUR TAX STATEMENTS FOR LATE PAYMENT.

The undersigned hereby acknowledges receipt of this notice on the ____ day of January, 2020.

Hidalgo County

By Valde Guerra, Executive Officer

BUYER'S ACCEPTANCE OF DEED

The undersigned Buyer hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges that same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

Hidalgo County

By Valde Guerra, Executive Officer

DATED: January ____, 2020

WAIVER OF INSPECTION

PLEASE SIGN & RETURN THIS WAIVER

GF NO: 158095

TO: VALLEY LAND TITLE COMPANY, LTD.

AGENT FOR: WFG National Title Insurance Company

Gentlemen:

I/We, Hidalgo County have this day purchased from Jean Windbigler (if married spouse should join in Deed) the following described property in Hidalgo County, Texas, to-wit:

A 16.23 ACRE TRACT OF LAND OUT OF LOTS 1 AND 2, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS HIDALGO COUNTY, TEXAS, AND OUT OF WARRANTY DEED RECORDED IN VOLUME 1453, PAGE 443, WARRANTY DEED RECORDED IN VOLUME 1814, PAGE 856, AND WARRANTY DEED RECORDED IN VOLUME 2284, PAGE 1, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

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NOTE: The company does not represent that the above acreage or square footage calculations are correct.

I/We waive inspection and hereby accept a policy showing the exception "Right of Parties in Possession".

EXECUTED on the ____ day of January, 2020.

Hidalgo County

By Valde Guerra, Executive Officer

AGREEMENT AS TO ROLLBACK TAXES

DATE: January ____, 2020

GF# 158095

The undersigned are the purchasers of the following described property;

A 16.23 ACRE TRACT OF LAND OUT OF LOTS 1 AND 2, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS HIDALGO COUNTY, TEXAS, AND OUT OF WARRANTY DEED RECORDED IN VOLUME 1453, PAGE 443, WARRANTY DEED RECORDED IN VOLUME 1814, PAGE 856, AND WARRANTY DEED RECORDED IN VOLUME 2284, PAGE 1, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

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NOTE: The company does not represent that the above acreage or square footage calculations are correct.

The undersigned have been advised that this property is subject to an agricultural exemption and rollback taxes. The undersigned are aware that if the use of the property is changed from its present use then it could possibly be subject to rollback taxes from the various tax offices. The purchasers agree to assume any and all responsibility and liability for such rollback taxes, if any, with regard to this property, with no liability on the part of the Sellers or VALLEY LAND TITLE COMPANY, LTD.

WITNESS OUR HAND on the ____ day of January, 2020.

BUYER:
Hidalgo County

By Valde Guerra, Executive Officer

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

DATE: January ____, 2020

TO: Jean Windbigler; AND
Hidalgo County

FROM: VALLEY LAND TITLE COMPANY, LTD.

PROPERTY:

A 16.23 ACRE TRACT OF LAND OUT OF LOTS 1 AND 2, BLOCK 52, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS HIDALGO COUNTY, TEXAS, AND OUT OF WARRANTY DEED RECORDED IN VOLUME 1453, PAGE 443, WARRANTY DEED RECORDED IN VOLUME 1814, PAGE 856, AND WARRANTY DEED RECORDED IN VOLUME 2284, PAGE 1, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND ON THE EAST LINE OF LOT 2, AND ON THE SOUTH RIGHT OF WAY LINE OF TRENTON ROAD FOR THE NORTHEAST CORNER OF THIS TRACT, SAID ROD BEARS S 08° 31' 51" W, 30.00 FEET FROM THE NORTHEAST CORNER OF LOT 2.

THENCE; S 08° 31' 51" W, ALONG THE EAST LINE OF LOT 2, A DISTANCE OF 1,290.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF LOT 2, AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81° 28' 09" W, ALONG THE SOUTH LINE OF LOTS 1 AND 2, A DISTANCE OF 2,610.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST RIGHT OF WAY LINE OF CESAR CHAVEZ ROAD, FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08° 31' 51" E, ALONG THE EAST RIGHT OF WAY LINE OF CESAR CHAVEZ ROAD, A DISTANCE OF 165.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81° 28' 09" E, A DISTANCE OF 1,708.30 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF A 50.00 FOOT GAS PIPELINE EASEMENT TO TENNESSEE GAS TRANSMISSION COMPANY (RECORDED IN VOLUME 695, PAGE 18, DEED RECORDS, HIDALGO COUNTY, TEXAS), FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08° 31' 51" E, ALONG THE EAST LINE OF SAID 50.00 FOOT GAS PIPELINE EASEMENT, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81° 28' 09" E, A DISTANCE OF 686.70 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08° 31' 51" E, A DISTANCE OF 1,075.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH RIGHT OF WAY LINE OF TRENTON ROAD FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81° 28' 09" E, ALONG THE SOUTH RIGHT OF WAY LINE OF TRENTON ROAD, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.23 ACRES OF LAND MORE OR LESS.

NOTE: The company does not represent that the above acreage or square footage calculations are correct.

This is to give you notice that VALLEY LAND TITLE COMPANY, LTD. has a business relationship with HIDALGO COUNTY PROPERTY TAX SERVICE. The shareholders of VALLEY LAND TITLE COMPANY, LTD. composes a majority of the shareholders of HIDALGO COUNTY PROPERTY TAX SERVICE. Because of this relationship, this referral may provide VALLEY LAND TITLE COMPANY, LTD. a financial or other benefit. HIDALGO COUNTY PROPERTY TAX SERVICE is contracted to obtain tax information and guarantee taxes to VALLEY LAND TITLE COMPANY, LTD. on all real estate related closings.

HIDALGO COUNTY PROPERTY TAX SERVICE will charge \$55.00 for the first tax account and \$20.00 for each additional tax account from the various taxing authorities, plus tax. **THERE MAY BE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES OR YOU MAY SECURE TAX CERTIFICATES FROM THE VARIOUS TAXING AUTHORITIES ON YOUR OWN AND DELIVER THEM TO VALLEY LAND TITLE COMPANY, LTD. THE NORMAL FEE PAID TO EACH TAXING AUTHORITY IS \$10.00 FOR EACH TAX ACCOUNT AND THERE ARE USUALLY 2 TO 4 TAXING AUTHORITIES TAXING YOUR PROPERTY. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

I/WE HAVE READ THIS DISCLOSURE FORM, AND UNDERSTAND THAT VALLEY LAND TITLE COMPANY, LTD. IS REFERRING ME/US TO HIDALGO COUNTY PROPERTY TAX SERVICE AND MAY RECEIVE A FINANCIAL OR OTHER BENEFIT AS THE RESULT OF THIS REFERRAL.

I _____ prefer to use HIDALGO COUNTY PROPERTY TAX SERVICE _____ PREFER TO OBTAIN TAX CERTIFICATES ON MY OWN AND AGREE TO DELIVER THE SAME TO VALLEY LAND TITLE COMPANY, LTD. PRIOR TO CLOSING.

SELLER:

BUYER/BORROWER:

Hidalgo County

Jean Windbigler

By Valde Guerra, Executive Officer

Nonforeign Affidavit—Individual

Date: January ____, 2020

Transferor: Jean Windbigler

Transferor's Office Address: 4410 E. Trenton Road
Edinburg, Hidalgo, County, TX 78542-8871

Transferor's U.S. Taxpayer Identification Number: _____

Transferee: Hidalgo County

Property:

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NOTE: The company does not represent that the above acreage or square footage calculations are correct.

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Transferee that withholding of tax is not required on my disposition of a U.S. real property interest, I swear on oath that the contents of this affidavit are true.

I am not a nonresident alien for purposes of U.S. income taxation.

I understand that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this affidavit and to the best of my knowledge and belief it is true, correct, and complete.

Jean Windbigler

Substitute Form 1099-S
Proceeds from Real Estate Transactions

Tax Year: (OMB No. 1545-0997)

Settlement Agent Name and Address	Seller/Transferor's Name and Address
Valley Land Title Co. 6013 N. 10th Street McAllen, TX 78504 (956) 687-7763	Jean Windbigler 4410 E. Trenton Road Edinburg, TX 78542-8871

Settlement Agent/Filer's Federal ID Number	Seller/Transferor's Taxpayer ID Number
20-4064406	

Transaction Information	
1. Date of Closing	January ____, 2020
2. Gross Proceeds	\$370,000.00
3. Address or legal description	Trenton Road Parcel 10 Edinburg, TX 78539 Trenton Road Parcel 11 Edinburg, TX 78539 Trenton Road Parcel 12 Edinburg, TX 78539 4410 East Trenton Edinburg, TX 78539
4. Check here if the transferor received or will receive property or services as part of the consideration	<input type="checkbox"/>
5. Check here if the transferor is a foreign person (nonresident alien, foreign partnership, foreign state, or foreign trust)	<input type="checkbox"/>
6. Buyer's part of real estate tax	\$0.00

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 the Settlement Agent with your correct Tax Payer Identification Number. If you do not provide the Settlement Agent with your correct Tax Payer 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 Tax Payer Identification Number. I acknowledge receipt of a copy of this statement.

Jean Windbigler

Date

GF No.: 158095

Name on SS Card: Same as above

Other: _____

(Keep for your records.)

Instructions for Transferor

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 Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on **Form 4797**, Sales of Business Property, **Form 6252**, Installment Sale Income, and/or **Schedule D (Form 1040)**, Capital Gains and Losses.

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, and
- You sold or disposed of your home at a gain during the first 9 years after you received the Federal mortgage subsidy.

This will increase your tax. See **Form 8828**, Recapture of Federal Mortgage Subsidy, and **Pub. 523**, Selling Your Home.

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 are to receive. See **Box 4**.

Box 3. Shows the address or a 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 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "other income" line of Form 1040. For more information, see Pub. 523, Pub. 525, and Pub. 530.

INFORMATION REQUIRED FOR FORM 1099-S
(Solicitation and Certification)

You are required by law to provide Settlement Agent with your correct taxpayer identification number. If you do not provide Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Settlement Agent: Valley Land Title Co.

GF#: 158095

Property Subject to Transfer:

See attached Exhibit A

Seller/Transferor Name and Forwarding Address:

Seller's Name: Jean Windbigler

Permanent/Forwarding Address: _____

City, State, Country, Zip: _____

Current address (if different): _____

City, State, Country, Zip: _____

Seller/Transferor Status:

- | | |
|---|---|
| <input type="checkbox"/> Individual or Sole Proprietor | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Other, describe: _____ |
| <input type="checkbox"/> Limited liability company. Enter the tax classification: _____
(D=disregarded entity, C=corporation, P=partnership) | |

Seller/Transferor Taxpayer ID Number:

- | |
|---|
| <input type="checkbox"/> Social Security Number (SSN): _____ |
| <input type="checkbox"/> Employer Identification Number (EIN): _____ |
| <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN): <u> N/A </u> |

Seller is required by law to provide the correct taxpayer identification number (TIN). The TIN provided must match the name given, Seller's Name. For individuals, this is your social security number (SSN). For a resident alien not eligible to get a SSN, it is your IRS individual taxpayer identification number (ITIN). For other entities, it is your employer identification number (EIN).

UNDER PENALTIES OF PERJURY, I CERTIFY THAT I am a U.S. person [which includes a citizen, partnership, corporation, company or association created in the U.S. or under the laws of the U.S.; an estate (other than a foreign estate); or a domestic trust (as defined in IRS regulations)] or a U.S. resident alien and the number shown on this statement is my correct taxpayer identification number.

Seller's signature: _____ Date: 01 / /2020

UNDER PENALTIES OF PERJURY, I CERTIFY THAT I AM NOT A U.S. person or U.S. resident alien (or I am acting on behalf of a foreign corporation, partnership, estate or trust) and do not have a U.S. Taxpayer identification number.

Seller's signature: _____ Date: 01 / /2020

SELLER PROCEEDS INSTRUCTIONS
(Instructions and Agreement)

GF No.: 158095

Date: January ____, 2020

Seller: Jean Windbigler

Property Address: Trenton Rd., Edinburg, TX 78539

Escrow Agent: Stephanie Garcia/pg, Valley Land Title Co.

We, the undersigned Sellers, do hereby agree and instruct Escrow Agent to disburse the Seller's Net Proceeds in the following manner:

- WIRE TRANSFER PROCEEDS:** (Attach "voided" check)
Note: Escrow Agent does not agree to wire funds out unless the Buyer and any Lender deliver funds to close by wire transfer.
Note: Your bank may deduct an incoming wire transfer fee.

Bank Name: _____

City & State of Bank: _____

ABA Routing No.: _____

Account No.: _____

Customer Acct. Name (s): _____

Account name must match seller's name

Address on Acct.: _____

Investment Accounts – Obtain wiring instructions from your account representative.

- PICK UP CHECK:** Call Seller at _____

- CUT A CHECK AND THE FOLLOWING PERSON WILL PICK IT UP FOR ME/US:**

Name: _____

Phone #: _____

- MAIL CHECK TO SELLER AT ADDRESS SHOWN BELOW**

- OVERNIGHT CHECK:** (an overnight delivery fee will be deducted from proceeds)

- SPLIT PROCEEDS:** (Provide pick-up, wire, or mailing instructions for each check.)

Payee (Must be a Seller)	Amount
Total	\$

I/We hereby authorize and instruct Escrow Agent to disburse the proceeds in the manner described above.

Jean Windbigler

Seller(s) Mailing Address: _____

Seller(s) Phone Number: _____