



# A. Settlement Statement (HUD-1) FINAL

<b>B. Type of Loan</b>			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number: 0003179792
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number:
			8. Mortgage Insurance Case Number:
<p><b>C. Note:</b> <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i></p> <p style="text-align: right; font-size: small;">( 0003179792 / 43 )</p>			
<b>D. Name and Address of Borrower:</b> Hidalgo County 100 East Cano Street Second Floor, Edinburg, TX 78539		<b>E. Name and Address of Seller:</b> Bliss Sand Holdings, Inc. 2313 Silverado South, Mission, TX 78573	
<b>G. Property Location:</b> 3600 E. Eldora Rd. Unit C-3 Pharr, TX 78577 Hidalgo County, Texas Lot(s): C3 Alianza Business Park		<b>H. Settlement Agent:</b> Sierra Title of Hidalgo County, Inc. (956)682-8321 3401 N. 10th Street McAllen, TX 78501	
		<b>I. Settlement Date:</b> February 11, 2019	
		<b>Disbursement Date:</b> February 11, 2019	
		<b>Place of Settlement:</b> 3401 N. 10th Street McAllen, TX 78501	

J. Summary of Borrower's Transaction	
<b>100. Gross Amount Due from Borrower</b>	
101. Contract sales price	1,897,774.01
102. Personal property	
103. Settlement charges to borrower (line 1400)	10,890.63
104.	
105.	
<b>Adjustments for items paid by seller in advance</b>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
<b>120. Gross amount due from Borrower</b>	<b>1,908,664.64</b>
<b>200. Amounts Paid by or in Behalf of Borrower</b>	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206. HOA NOT ACTIVE	
207.	
208. Seller Paid Buyer Closing Costs	
209. Seller Paid Owner's Policy	
<b>Adjustments for items unpaid by seller</b>	
210. City/Town taxes 01/01/19 to 02/12/19	271.49
211. County taxes 01/01/19 to 02/12/19	377.45
212. Assessments	
213. School taxes 01/01/19-02/12/19	576.95
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. Total paid by/for Borrower</b>	<b>1,225.89</b>
<b>300. Cash at Settlement from/to Borrower</b>	
301. Gross amount due from Borrower (Line 120)	1,908,664.64
302. Less amount paid by/for Borrower (Line 220)	( 1,225.89 )
<b>303. CASH FROM BORROWER</b>	<b>1,907,438.75</b>

K. Summary of Seller's Transaction	
<b>400. Gross Amount Due to Seller</b>	
401. Contract sales price	1,897,774.01
402. Personal property	
403.	
404.	
405.	
<b>Adjustments for items paid by seller in advance</b>	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
<b>420. Gross amount due to Seller</b>	<b>1,897,774.01</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: Texas Natio	1,034,568.52
505. Payoff of second mortgage loan To: Texas Natio	48,781.41
506. HOA NOT ACTIVE	
507.	
508. Seller Paid Buyer Closing Costs	
509. Seller Paid Owner's Policy	
<b>Adjustments for items unpaid by seller</b>	
510. City/Town taxes 01/01/19 to 02/12/19	271.49
511. County taxes 01/01/19 to 02/12/19	377.45
512. Assessments	
513. School taxes 01/01/19-02/12/19	576.95
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. Total reduction amount due Seller</b>	<b>1,084,575.82</b>
<b>600. Cash at Settlement from/to Seller</b>	
601. Gross amount due to Seller (Line 420)	1,897,774.01
602. Less reductions due Seller (Line 520)	( 1,084,575.82 )
<b>603. CASH TO SELLER</b>	<b>813,198.19</b>

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<b>L. Settlement Charges</b>					
<b>700. Total Real Estate Broker Fees</b>		<b>\$0.00</b>		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
<i>Division of commission (line 700) as follows:</i>					
701.	to				
702.	to				
703. Commission paid at settlement					
704.					
<b>800. Items Payable in Connection with Loan</b>					
801. Our origination charge		(from GFE #1)			
802. Your credit or charge (points) for the specific interest rate chosen		(from GFE #2)			
803. Your adjusted origination charges		(from GFE #A)			
804. Appraisal fee		(from GFE #3)			
805. Credit report		(from GFE #3)			
806. Tax service		(from GFE #3)			
807. Flood certification		(from GFE #3)			
808.					
<b>900. Items Required by Lender to be Paid in Advance</b>					
901. Interest from 02/11/19 to 03/01/19 to @ \$ /day (18 days @ %)		(from GFE#10)			
902. Mortgage insurance premium for month to		(from GFE #3)			
903. Homeowner's insurance for year to		(from GFE #11)			
904. for year to					
<b>1000. Reserves Deposited with Lender</b>					
1001. Initial deposit for your escrow account		(from GFE #9)			
1002. Homeowner's insurance Months @ \$ per Month					
1003. Mortgage insurance Months @ \$ per Month					
1004. Property taxes Months @ \$ per Month					
1005. School Taxes Months @ \$ per Month					
1006. Irrigation Taxes Months @ \$ per Month					
1007. Months @ \$ per Month					
1008. Aggregate adjustment					
<b>1100. Title Charges</b>					
1101. Title services and lender's title insurance		(from GFE #4)		553.75	
1102. Escrow Fee to Sierra Title of Hidalgo County, Inc.		\$500.00			
1103. Owner's title insurance to Sierra Title of Hidalgo County, Inc.		(from GFE #5)		9,955.00	
1104. Lender's title insurance					
1105. Lender's title policy limit					
1106. Owner's title policy limit		\$1,897,774.01			
1107. Agent's portion of the total title insurance premium to Sierra Title of Hidalgo Cour		\$8,461.75			
1108. Underwriter's portion of the total title insurance premium to Sierra Title Insurance		\$1,493.25			
1109. Tax Service to Tax Service of Hidalgo County				54.13	
1110.					
1111. Document Preparation wd/rel/res to King Law Firm				240.00	
1112. See additional 1112 items				3.75	
<b>1200. Government Recording and Transfer Charges</b>					
1201. Government recording charges to Sierra Title of Hidalgo County, Inc.		(from GFE #7)		84.00	
1202. Deed \$ 44.00; Mortgage \$ ; Releases \$ 40.00					
1203. Transfer taxes		(from GFE #8)			
1204. City/County tax/stamps Deed \$ ; Mortgage \$					
1205. State tax/stamps Deed \$ ; Mortgage \$					
<b>1300. Additional Settlement Charges</b>					
1301. Required services that you can shop for		(from GFE #6)			
1302.					
1303.					
1304.					
1305.					
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>				<b>10,890.63</b>	<b>0.00</b>

# Final HUD-1, Attachment

**Borrower:** Hidalgo County  
 100 East Cano Street Second Floor  
 Edinburg, TX 78539

**Seller:** Bliss Sand Holdings, Inc.  
 2313 Silverado South  
 Mission, TX 78573

**Lender:**

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

**Place of Settlement:** 3401 N. 10th Street

McAllen, TX 78501

**Settlement Date:** February 11, 2019

**Disbursement Date:** February 11, 2019

**Property Location:** 3600 E. Eldora Rd. Unit C-3  
 Pharr, TX 78577  
 Hidalgo County, Texas  
 Lot(s): C3  
 Alianza Business Park

**Title Services and Lender's Title Insurance**

Payee/Description	Disclosure	Borrower	Seller
Sierra Title of Hidalgo County, Inc. E delivery fee	(from GFE #4) 50.00		
Sierra Title of Hidalgo County, Inc. E filing fee (B)	(from GFE #4) 3.75		
Sierra Title of Hidalgo County, Inc. Escrow Fee	(from GFE #4) 500.00		
<b>Total Title Services and Lender's Title Insurance</b>	<b>553.75</b>		

**Payoffs**

Payee/Description	Disclosure	Borrower	Seller
Texas National Bank Payoff of first mortgage loan Note/Ref. No.: To: Texas National Bank			1,034,568.52
Loan Payoff	0.00		
Total Payoff	<u>1,034,568.52</u>		
Texas National Bank Payoff of second mortgage loan Note/Ref. No.: To: Texas National Bank			48,781.41
Loan Payoff	0.00		
Total Payoff	<u>48,781.41</u>		

Hidalgo County

Bliss Sand Holdings, Inc.

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

BY: \_\_\_\_\_  
 Ruben Garza, President

\_\_\_\_\_  
 Sierra Title of Hidalgo County, Inc.  
 Settlement Agent



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**Payoffs**

Payee/Description	Disclosure	Borrower	Seller
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Loan Payoff	0.00		
Total Payoff	<u>48,781.41</u>		

Hidalgo County

Bliss Sand Holdings, Inc.

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

BY: \_\_\_\_\_  
 Ruben Garza, President

\_\_\_\_\_  
 Sierra Title of Hidalgo County, Inc.  
 Settlement Agent



EDUARDO "EDDIE" CANTU  
HIDALGO COUNTY COMMISSIONER  
PRECINCT 2



January 31, 2019

RE: Lot C3, Alianza Business Park

Bliss Sand Holdings, Inc.  
3900 N. 10<sup>th</sup> St. Ste. 1010  
McAllen, TX 78501

Dear Mr. Garza,

Hidalgo County Commissioner's Court has reviewed your counter offer and the accompanying documentation for the above referenced property. Based on the information, it has been determined that **\$1,956,517.00** is not an amount that we can accept to settle this acquisition.

The offer amount of **\$1,897,774.01** is being offered to you in order to settle the property acquisition.

Should you have any questions please feel free to contact Mr. Armando Garza, Jr., at (956)787-1891.

We would like to thank you in advance for your effort and cooperation in attempting to settle this property acquisition.

Sincerely,

Eduardo "Eddie" Cantu

I ACCEPT THIS OFFER  
AS STATED.

2/7/2019  
Bliss Sand Holdings

P.S: WOULD LIKE TO DISCUSS CLOSING DATE

**CERTIFICATE OF CORPORATE RESOLUTION**

Date: **February 8, 2019**

I, **RUBEN GARZA**, President of **BLISS SAND HOLDINGS, INC.**, a Texas corporation (the "Corporation"), certify the following facts:

1. The Corporation is organized and operating under the laws of Texas, is qualified to do business here, and is in good standing.
2. No proceedings for forfeiture of the certificate of incorporation or for voluntary or involuntary dissolution of the Corporation are pending.
3. Neither the articles of incorporation nor the bylaws of the Corporation limit the power of the Board of Directors to pass the resolution below.
4. **RUBEN GARZA**, President of the Corporation, is the person authorized to make and sign this resolution.
5. The President keeps the records and minutes of the proceedings of the Board of Directors of the Corporation, and the resolution below is an accurate reproduction of the one made in those proceedings; it has not been altered, amended, rescinded, or repealed; and it is now in effect.
6. The following resolution has been adopted by the Board of Director:

RESOLVED, that the Corporation has determined that it is in the best interest of the Corporation to enter into a sale between the Corporation, as seller, and **HIDALGO COUNTY**, as buyer (the "Contract") to sell the real property described on Exhibit "A" attached hereto (the "Property") and

RESOLVED FURTHER, that **RUBEN GARZA**, President of the Corporation is authorized and directed to negotiate the terms and conditions of the sale of the Property and to execute and deliver the Corporation's deed conveying fee simple title to the Property, and said officer is authorized to execute all documents and instruments, including, without limitation, the Contract, a warranty deed, and to make all disbursements necessary to carry out the transactions contemplated by these resolutions; and

RESOLVED, that **RUBEN GARZA**, President of the Corporation be, and is hereby authorized, empowered, and directed to certify and attest to any documents which such officer may deem necessary or appropriate to consummate the transaction contemplated by these resolutions, but such certification or attestation shall not be required for the validity of the particular document.

**BLISS SAND HOLDINGS, INC., A TEXAS CORPORATION**

By: \_\_\_\_\_  
**RUBEN GARZA**, President

EXHIBIT "A"

**Lot C3, ALIANZA BUSINESS PARK, an Addition to the City of Pharr, Hidalgo County, Texas, according to the Plat or Map thereof recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.**

## General Warranty Deed

**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.**

Date: **February 8, 2019**

Grantor: **BLISS SAND HOLDINGS, INC., A TEXAS CORPORATION**

Grantor's Mailing Address: **3900 N. 10th Street, Suite 1010  
McAllen, Texas 78501  
Hidalgo County**

Grantee: **HIDALGO COUNTY**

Grantee's Mailing Address: **100 East Cano Street, Second Floor  
Edinburg, Texas 78539  
Hidalgo County**

Consideration: **TEN AND NO/100THS DOLLARS (\$10.00) Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged**

Property (including any improvements):

**Lot C3, ALIANZA BUSINESS PARK, an Addition to the City of Pharr, Hidalgo County, Texas, according to the Plat or Map thereof recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.**

Reservations from and Exceptions to Conveyance and Warranty:

**Subject To:**

**Restrictions filed for record on July 25, 2007, in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 1786445, as set forth in instrument filed for record on January 7, 2008, under Clerk's File No. 1842997, and Restrictions as shown on plat recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.**

**Right-of-Way Easement granted to Central Power and Light Company, by instrument recorded in Volume 480, Page 174, Deed Records of Hidalgo County, Texas.**

**Right-of-Way Easement granted to State of Texas, by instrument recorded in Volume 739, Page 417, Deed Records of Hidalgo County, Texas.**

**Twenty feet (20.0') H.C.I.D. No. 2 irrigation easement (center on irrigation pipeline) along the North line of the subject land according to the Map or Plat thereof, filed for record in Volume 49, Page 132, Map Records Hidalgo County, Texas.**

**Twenty feet (20') Utility and Access Easement along the South side of subject property as shown on plat recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.**

**Twenty five feet (25.0') corner clip easement located at the Northwest corner and Northeast**

**Easements, rights, rules and regulations in favor of Hidalgo County Irrigation District No. 2.**

**Easements or claims of easements which are not a part of the public record.**

**Twenty feet (20') Minimum Setback Line along the front of said property as shown on plat recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.**

**Ten feet (10') Minimum Setback Line along the rear of said property as shown on plat recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.**

**Six feet (6') Minimum Setback Line along the sides of said property as shown on plat recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.**

**Ten feet (10') Minimum Setback Line along the Corner sides of said property as shown on plat recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.**

**All oil, gas, and other minerals reserved in Deed dated February 7, 1953, recorded in Volume 774, Page 280, Deed Records of Hidalgo County, Texas, in Deed filed April 22, 2004 under Clerk's File No. 1326198 and in Deed filed May 19, 2004 under Clerk's File No. 1311145.**

**Liens for assessment as set out in Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas on July 25, 2007 under Clerk's File No. 1786445.**

**Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.**

**Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**

**All ad valorem taxes for the year 2019 and all subsequent years.**

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

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

**BLISS SAND HOLDINGS, INC.,  
A TEXAS CORPORATION**

By: \_\_\_\_\_  
RUBEN GARZA, President

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF **HIDALGO**

This instrument was acknowledged before me on the \_\_\_ day of February, 2019, by **RUBEN GARZA, President of BLISS SAND HOLDINGS, INC., A TEXAS CORPORATION**, on behalf of said corporation.

(SEAL)

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

**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.: 0003179792  
SUBJECT PROPERTY: 3600 E. Eldora Rd. Unit C-3, Pharr, TX 78577

STATE OF TEXAS  
COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Ruben Garza, President of Bliss Sand Holdings, Inc..

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

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

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

Creditor	Approximate Amount
_____	_____
_____	_____

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

Creditor	Approximate Amount
_____	_____
_____	_____

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

\_\_\_\_\_

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

\_\_\_\_\_

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

2313 Silverado South, Mission, TX 78573

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

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the \_\_\_\_\_ of February, 2019, by Ruben Garza, President of Bliss Sand Holdings, Inc., a Texas corporation, on behalf of such operation.

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

(SEAL)

\*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

**ADDENDUM**

G.F. No. **0003179792**

DATE: **February 11, 2019**

**3600 E. Eldora Rd. Unit C-3, Pharr, TX 78577**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

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

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

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

**Bliss Sand Holdings, Inc.**

**Hidalgo County**

BY: \_\_\_\_\_  
**Ruben Garza, President**

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

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: \_\_\_\_\_ Date: \_\_\_\_\_

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

## HUD-1 SETTLEMENT STATEMENT ADDENDUM

February 11, 2019

RE: GF NO.: 0003179792

PROPERTY ADDRESS: 3600 E. Eldora Rd. Unit C-3, Pharr, TX 78577

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Hidalgo County

Bliss Sand Holdings, Inc.

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

BY: \_\_\_\_\_  
Ruben Garza, President

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

\_\_\_\_\_  
Settlement Agent

\_\_\_\_\_  
Date

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

### TAX INFORMATION AND PRORATION AGREEMENT

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

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

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

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

Hidalgo County

Bliss Sand Holdings, Inc.

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

BY: \_\_\_\_\_  
Ruben Garza, President

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

To: THE UNDERSIGNED  
From: SIERRA TITLE OF HIDALGO COUNTY, INC.  
Property: 3600 E. Eldora Rd. Unit C-3, Pharr, TX 78577  
Date: February 11, 2019

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

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

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

**ACKNOWLEDGMENT**

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

Hidalgo County

Bliss Sand Holdings, Inc.

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

BY: \_\_\_\_\_  
Ruben Garza, President

**DISPUTE RESOLUTION BY BINDING ARBITRATION**

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

Hidalgo County

Bliss Sand Holdings, Inc.

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

BY: \_\_\_\_\_  
Ruben Garza, President

SIERRA TITLE OF HIDALGO COUNTY, INC.  
\_\_\_\_\_

## WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

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

RE: Bliss Sand Holdings, Inc. to Hidalgo County

GF (File) No.: **0003179792**

Land: Lot C3, **ALIANZA BUSINESS PARK**, an Addition to the City of Pharr, Hidalgo County, Texas, according to the Plat or Map thereof recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.

## TAX PRORATION AGREEMENT

To: **Sierra Title of Hidalgo County, Inc.**  
RE: GF No. 0003179792  
Date: February 11, 2019  
Property: **Lot(s): C3**  
**Alianza Business Park**

This indicates our understanding of the handling of the property taxes in the referenced transaction. Since the property taxes 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 pay the full tax for the year when taxes are due. This amount is based on an estimate only, since current figures are not yet available. 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.

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 Sierra Title of Hidalgo County, Inc. will not be responsible for, nor will they be involved in, 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.

SELLER(S):

Bliss Sand Holdings, Inc.

BY: \_\_\_\_\_  
Ruben Garza, President

PURCHASER(S):

Hidalgo County

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



February 11, 2019

**RE: GF NO.:** 0003179792

**BUYER(S):** Hidalgo County

**SELLER(S):** Bliss Sand Holdings, Inc.

**LEGAL DESCRIPTION:**

Lot(s): C3  
Alianza Business Park

**SUBJECT TO:**

**RESTRICTIONS:**

Bliss Sand Holdings, Inc., Seller for the above described real property, acknowledges that the restrictions provide for the formation of a Homeowners Association, but there is not one in place at this time, and therefore no dues are being collected. The Buyer, Hidalgo County, agrees to pay maintenance fees upon the formation of the homeowners' association and assessment of such fees. Buyer and Seller will hold Sierra Title of Hidalgo County, Inc., harmless in connection with the aforesaid maintenance fees.

**Seller(s): Bliss Sand Holdings, Inc.**

**BY:** \_\_\_\_\_  
**Ruben Garza, President**

**Buyer(s): Hidalgo County**

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

**SUBSTITUTE FORM 1099-S**  
**PROCEEDS FROM REAL ESTATE TRANSACTIONS**  
**FOR THE TAX YEAR: 2019**  
**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  
 0003179792

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

**SELLER/TRANSFEROR'S NAME AND ADDRESS**  
 Bliss Sand Holdings, Inc.  
 2313 Silverado South  
 Mission, TX 78573

Transferor's Federal Tax ID Number:

1) Date of Closing:  02/11/19	2) Gross Proceeds:  1,897,774.01	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: 3600 E. Eldora Rd. Unit C-3/Pharr TX				

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.

\_\_\_\_\_  
 Bliss Sand Holdings, Inc.

\_\_\_\_\_  
 Date

**INSTRUCTIONS FOR TRANSFEROR:**

You MUST enter your Federal Tax Identification Number Above.

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

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the 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.



## BUYER'S MAILING ADDRESS VERIFICATION FORM

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

GF No.: 0003179792

Borrower/Buyer Name(s): Hidalgo County

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

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

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

\_\_\_\_\_  
P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

### Phone Information

Buyer One

Buyer Two

**Home No.:**

\_\_\_\_\_

\_\_\_\_\_

**Business No.:**

\_\_\_\_\_

\_\_\_\_\_

**Mobile No.:**

\_\_\_\_\_

\_\_\_\_\_

**Email Address:**

\_\_\_\_\_

\_\_\_\_\_

**Date of Birth:**

\_\_\_\_\_

\_\_\_\_\_

**Social Security No.:**

\_\_\_\_\_

\_\_\_\_\_

**Drivers License No.:**

\_\_\_\_\_

\_\_\_\_\_

Hidalgo County

By: \_\_\_\_\_

Jamie Salinas

\_\_\_\_\_ Date

By: \_\_\_\_\_

Jaime Cruz

\_\_\_\_\_ Date

## SELLER'S MAILING ADDRESS VERIFICATION FORM

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

GF No.: 0003179792

Seller Name(s): Bliss Sand Holdings, Inc.

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.:**

\_\_\_\_\_

\_\_\_\_\_

Bliss Sand Holdings, Inc.

\_\_\_\_\_  
Date

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

We, (Fidelity National Title), will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

*Araceli E. Juarez*

Authorized Signature

**Fidelity National Title Insurance Company**



By:

*Ignacio M. Quiroz*

ATTEST

President

*[Signature]*

Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## TEXAS TITLE INSURANCE INFORMATION

<p>Title Insurance insures you against loss resulting from certain risks to your title. The Commitment for Title Insurance is the Title Insurance Company's promise to issue the Title Insurance Policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo complemente antes de la fecha para finalizar su transaccion.</p>
---	--

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a Policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

**---MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exception, Exclusions and Conditions, defined below.

**---EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

**---EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

**---CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling Fidelity National Title Insurance Company at 1-800-442-4303 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the Policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy.

Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## **DELETION OF ARBITRATION PROVISION** (Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

# Fidelity National Financial, Inc.

## Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

### Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

**Confidentiality and Security of Personal Information**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

**Access to Personal Information/****Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

**Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

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**FIDELITY  
NATIONAL  
TITLE  
INSURANCE  
COMPANY**

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**Fidelity National Title  
INSURANCE COMPANY**

**8785 N. Central Expy, Suite 850  
Dallas, TX 75231**

**ISSUED THROUGH THE OFFICE OF:  
Sierra Title of Hidalgo County, Inc.**

# FIDELITY NATIONAL TITLE

## SCHEDULE A

Effective Date: February 4, 2019

GF No.: 0003179792

Commitment No. 0003179792, issued February 8, 2019, 08:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:  
PROPOSED INSURED:

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: \$1,897,774.01  
PROPOSED INSURED: Hidalgo County

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:

- f. OTHER

Policy Amount:  
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

Bliss Sand Holdings, Inc.

4. Legal description of land:

Lot C3, **ALIANZA BUSINESS PARK**, an Addition to the City of Pharr, Hidalgo County, Texas, according to the Plat or Map thereof recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.

## SCHEDULE B

Commitment No.: 0003179792

GF No.: 0003179792

### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below:

Restrictions filed for record on July 25, 2007, in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 1786445, as set forth in instrument filed for record on January 7, 2008, under Clerk's File No. 1842997, and Restrictions as shown on plat recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas, but omitting any covenant conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition, or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but not discriminate against handicapped persons.

**(Omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.)**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2019, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.

## SCHEDULE B

(Continued)

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
  - a. Rights of Parties in Possession. (APPLIES TO OWNER'S POLICY ONLY)
  - b. Right-of-Way Easement granted to Central Power and Light Company, by instrument recorded in Volume 480, Page 174, Deed Records of Hidalgo County, Texas.
  - c. Right-of-Way Easement granted to State of Texas, by instrument recorded in Volume 739, Page 417, Deed Records of Hidalgo County, Texas.
  - d. Twenty feet (20.0') H.C.I.D. No. 2 irrigation easement (center on irrigation pipeline) along the North line of the subject land according to the Map or Plat thereof, filed for record in Volume 49, Page 132, Map Records Hidalgo County, Texas.
  - e. Twenty feet (20') Utility and Access Easement along the South side of subject property as shown on plat recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.
  - f. Twenty five feet (25.0') corner clip easement located at the Northwest corner and Northeast corner of the subject land according to the Map or Plat thereof, filed for record in Volume 49, Page 13, Map Records Hidalgo County, Texas.
  - g. Ten feet (10') Utility Easement along the East side of subject property as shown on plat recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.
  - h. Easements and Conditions as shown on the Map or Plat thereof, filed for record in Volume 49, Page 132, Map Records Hidalgo County, Texas.
  - i. Easements, rights, rules and regulations in favor of Hidalgo County Irrigation District No. 2 .
  - j. Easements or claims of easements which are not a part of the public record.
  - k. Twenty feet (20') Minimum Setback Line along the front of said property as shown on plat recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.
  - l. Ten feet (10') Minimum Setback Line along the rear of said property as shown on plat recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.

## SCHEDULE B

(Continued)

- m. Six feet (6') Minimum Setback Line along the sides of said property as shown on plat recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.
- n. Ten feet (10') Minimum Setback Line along the Corner sides of said property as shown on plat recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.
- o. All oil, gas, and other minerals reserved in Deed dated February 7, 1953, recorded in Volume 774, Page 280, Deed Records of Hidalgo County, Texas, in Deed filed April 22, 2004 under Clerk's File No. 1326198 and in Deed filed May 19, 2004 under Clerk's File No. 1311145. Title to said interests not checked subsequent to the dates of aforesaid instruments.
- p. Liens for assessment as set out in Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas on July 25, 2007 under Clerk's File No. 1786445.
- q. Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.
- r. 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 insure the Insured against loss, if any, sustained by the Insured under this policy if 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 as 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.  
(OWNER POLICY ONLY)  
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS).
- s. 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 insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of Hidalgo County, Texas, prior to the date hereof.  
Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.  
(LOAN POLICY ONLY)  
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).

**SCHEDULE B**  
(Continued)

- t. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.(Note: Upon receipt of a survey acceptable to Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)

## SCHEDULE C

Commitment No.: 0003179792

GF No.: 0003179792

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Deed of Trust, Security Agreement, Assignment of Rents and Financing Statement dated September 1, 2017, filed for record on September 6, 2017 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 2847010, from Bliss Sand Holdings, Inc., a Texas Corporation to Pedro Salazar Trustee, securing the payment of one certain promissory note of even date therewith in the principal amount of \$1,052,388.00, payable to the order of Texas National Bank.
6. Second Lien Deed of Trust, Security Agreement, Assignment of Rents and Financing Statement dated May 9, 2018, filed for record on May 15, 2018 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 2915887, from Bliss Sand Holdings, Inc., a Texas Corporation to Joe Quiroga Trustee, securing the payment of one certain promissory note of even date therewith in the principal amount of \$50,000.00, payable to the order of Texas National Bank.
7. REQUIRE payment of all current and previous years' assessments and/or maintenance fees (due pursuant to the Homeowner's Association) and receipts/certificates indicating that same have been paid.
8. With respect to Bliss Sand Holdings, Inc., a corporation, the Title Company will require:
  - a) Satisfactory evidence that the Certificate of Incorporation or a Certificate of Authority to Transact Business, if a foreign corporation, is on file with the office of the Secretary of State;
  - b) Satisfactory evidence from the office of the Comptroller of Public Accounts that the corporation is in good standing with the state (i.e. a Certificate of Good Standing or its equivalent);
  - c) A copy of the Articles of Incorporation, and any amendments thereto;
  - d) A copy of the By-Laws for the corporation; and,
  - e) An appropriate Corporation Resolution from the board of directors, authorizing the party(ies) to act on behalf of the corporation.

## SCHEDULE C

(Continued)

9. This item is deleted in its entirety.
10. Title Company reserves the right to revise any proposed insuring provision herein or make additional requirements upon its review of any additional documentation or information, including but not limited to a qualified approved survey.
11. Beginning January 1, 2004, all deeds, mortgages, and deeds of trust must include the following Notice on the front of the documents: **NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**
12. **NOTICE TO BUYER:** This property is being purchased by a contract referred to as a TREC contract. Pursuant to Section 6b of said contract, Seller is to deliver to Buyer this Commitment of Title Insurance, and, at Buyer's expense, copies of documents listed as exceptions in this Title Commitment. If Buyer wishes delivery of such documents, Buyer must supply the Title Company with a written request for such documents. Upon receipt of such written request, the Title Company will prepare and estimate of such cost, and upon payment of said cost, will deliver such documents.
13. The Earnest Money Contract you entered into to purchase the land, may provide that the standard title policy contains an exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements, and that Parties, at Parties' expense, may have the exception amended to read, "shortages in area," thereby giving you coverage for those matters. The Texas Title Insurance Information portion of the Commitment for Title Insurance advises that an Owner's Policy will insure against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping improvements if an additional premium for the coverage. Any Owner's Policy issued in connection with the closing of the proposed transaction will contain this coverage and an additional premium will be charged unless on or before the date of closing the Company is advised in writing that this coverage is rejected.
14. **NOTICE TO LENDER:** If lender requires verification of the length of time current owner has been vested in title, Title Company will supply lender with copies of said vesting Deed or Deeds at **NO CHARGE**. However, if the Title Company is requested for a complete Chain of Title for any specific time period, the Title Company will charge a fee for said chain of title.

## SCHEDULE D

Commitment No.: 0003179792

GF No.: 0003179792

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan

Officers: President, Randal Raymond Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

2. As to Sierra Title of Hidalgo County, Inc. (Title Insurance Agent), the following disclosures are made:

B-1. Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows: James M. Moffitt, John Robert King, Elizabeth King, W. D. Moschel, Lynda Moore, Estate of Sadie Friedrichs, Ray Toland.

B-2. Shareholders, owners, partners, or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent are as follows:

B-3. If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors: James M. Moffitt, Lynda Moore, W. D. Moschel, John Robert King.

B-4. If Title Insurance Agent is a corporation, the following is a list of its officers:

John Robert King	Chief Executive Officer	Marielsa Pulido	Vice President, Operations
Elizabeth Anné King	Chief Operations Officer	Matthew T. Wilson	Vice President, Escrow
W.D. Moschel	Vice President	Lynda Moore	Secretary / Treasurer
Peter Murphy	Vice President, Examination	James M. Moffitt	Chairman of the Board

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

<b>Owner's Policy</b>	<b>\$</b>	<b>9,955.00</b>
<b>Total</b>	<b>\$</b>	<b>9,955.00</b>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; % will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
%		Services Rendered

\*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

**SCHEDULE D**  
(Continued)

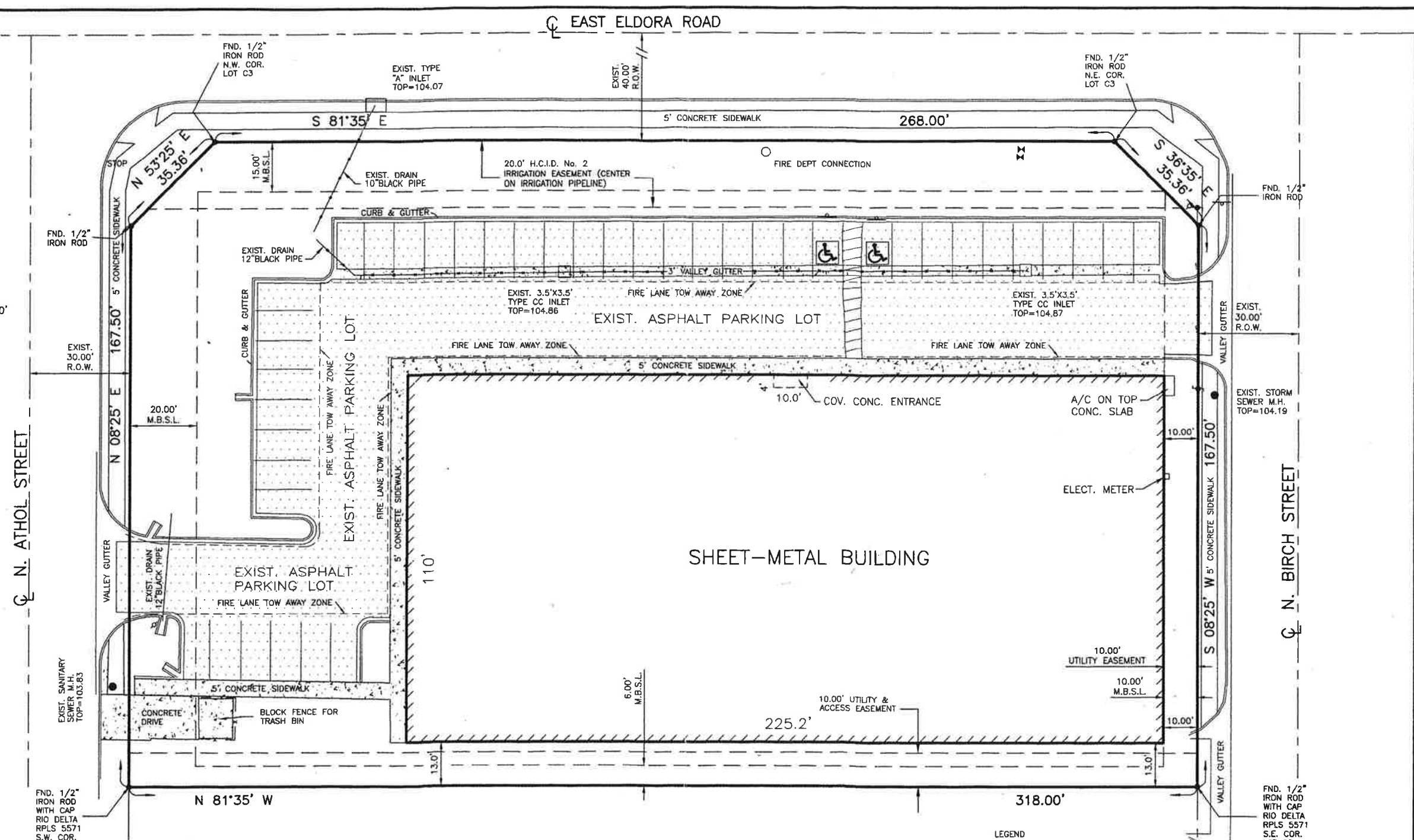
This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

Commitment No.: 0003179792

GF No.: 0003179792

## LEGAL DESCRIPTION

Lot C3, **ALIANZA BUSINESS PARK**, an Addition to the City of Pharr, Hidalgo County, Texas, according to the Plat or Map thereof recorded in Volume 49, Page 132, Map Records of Hidalgo County, Texas.



**NOTE:**  
THIS SURVEY WAS DONE WITHOUT THE  
BENEFIT OF A TITLE COMMITMENT.

NOTE: M.B.S.L. = MINIMUM  
BUILDING SETBACK LINE

**PLAT SHOWING**

LOT C3, ALIANZA BUSINESS PARK, AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 49, PAGE 132, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2826924, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, RECORDED IN VOLUME 480, PAGE 174, DEED RECORDS, HIDALGO COUNTY, TEXAS. (APPLY-BLANKET)

RIGHT OF WAY EASEMENT GRANTED TO STATE OF TEXAS, RECORDED IN VOLUME 739, PAGE 417, DEED RECORDS, HIDALGO COUNTY, TEXAS. (NOT APPLY)

- LEGEND**
- ⊕ = POWER POLE
  - ⊕ = WATER VALVE
  - ⊕ = SIGN
  - ⊕ = IRR. CONTROL VALVE

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.

FLOOD ZONE DESIGNATION: ZONE "B"  
AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.  
COMMUNITY-PANEL NUMBER 480334 0425 C  
EFFECTIVE DATE: NOVEMBER 16, 1982

BEARINGS SHOWN ON THIS SURVEY ARE ACCORDANCE WITH ALIANZA BUSINESS PARK RECORDED IN VOLUME 49, PAGE 132, MAP RECORDS, HIDALGO COUNTY, TEXAS.

VOL. 49 PG. 132  
SURVEYED NOVEMBER 28, 2018  
ADDRESS 3800 EAST ELDORA ROAD  
PHARR, TEXAS 78577  
OWNER \_\_\_\_\_  
JOB No. \_\_\_\_\_  
BOOK No. \_\_\_\_\_ PAGE \_\_\_\_\_  
F:\SURVEYS\2018\ALIANZA LT C3



**QUINTANILLA, HEADLEY AND ASSOCIATES, INC.**  
CONSULTING ENGINEERS  
124 E. STUBBS ST.  
EDINBURG, TEXAS 78539  
ENGINEERING REGISTRATION NUMBER F-1513  
SURVEYING REGISTRATION NUMBER 100411-00  
LAND SURVEYORS  
PHONE 956-381-6480  
FAX 956-381-0527  
ALFONSOQ@QHA-ENG.COM



*Alfonso Quintanilla*  
ALFONSO QUINTANILLA  
REGISTERED PROFESSIONAL LAND SURVEYOR  
No. 4856

# ALIANZA BUSINESS PARK

A 13.00 ACRE TRACT OF LAND OUT OF LOT 125, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS

## METES AND BOUNDS

**TRACT I**

BEING A 12.013 ACRE TRACT OF LAND OUT OF LOT 125, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 12.013 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A P-K NAIL SET AT THE NORTHWEST CORNER OF LOT 125 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE, SOUTH 81°35'00" EAST, WITH THE NORTH BOUNDARY LINE OF SAID LOT 125, A DISTANCE OF 858.00 FEET TO A C.P.S. FOUND FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 08°25'00" WEST, AT 20.00 FEET PASS A HALF (1/2) INCH IRON ROD WITH A FNM CAP FOUND AT THE SOUTH RIGHT-OF-WAY LINE OF ELDORA ROAD, AT 660.00 FEET IN ALL TO A HALF (1/2) INCH IRON ROD WITH A FNM CAP FOUND AT THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 81°35'00" WEST, A DISTANCE OF 658.00 FEET TO A HALF (1/2) INCH IRON ROD FOUND FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 08°25'00" EAST, A DISTANCE OF 215.00 FEET TO A HALF (1/2) INCH IRON PIPE FOUND FOR AN INNER CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 81°35'00" WEST, AT 150.00 FEET PASS A HALF (1/2) INCH IRON PIPE FOUND AT THE EAST RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 281 (VOL. 739, PG. 417 D.R.), AT 200.00 FEET IN ALL TO A POINT ON THE WEST BOUNDARY LINE OF SAID LOT 125 FOR THE MOST NORTHERLY SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 08°25'00" EAST, WITH THE WEST BOUNDARY LINE OF SAID LOT 125, A DISTANCE OF 445.00 FEET TO THE POINT OF BEGINNING, CONTAINING 12.013 ACRES MORE OR LESS.

THENCE NORTH 08°25'00" EAST 215.00 FEET TO A HALF (1/2) INCH IRON ROD WITH A FNM CAP FOUND FOR AN INNER CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°35'00" WEST, AT 150.00 FEET PASS A THREE-QUARTER PIPE FOUND AT THE EAST RIGHT OF WAY LINE OF U.S. EXPRESSWAY NO. 281, AT 200.00 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 0.987 OF AN ACRE OF LAND MORE OR LESS.

**TRACT II**

BEING A 0.987 ACRE TRACT OF LAND OUT OF LOT 125, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGE 133-134 DEED RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.987 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A P-K NAIL SET AT THE NORTHWEST CORNER OF LOT 125, THENCE SOUTH 08°25'00" WEST, A DISTANCE OF 445.00 FEET TO A POINT ON THE WEST BOUNDARY LINE OF SAID LOT 125 FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE, SOUTH 08°25'00" WEST, WITH THE SAID WEST BOUNDARY LINE, A DISTANCE OF 214.25 FEET TO A P-K NAIL SET FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 81°35'00" EAST, A DISTANCE OF 49.67 FEET TO A HALF (1/2) INCH IRON PIPE FOUND AT THE EAST RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 281 (VOL. 739, PG. 417 D.R.) FOR A POINT ON THE SOUTH BOUNDARY LINE OF THIS TRACT OF LAND;

THENCE, SOUTH 81°16'42" EAST, A DISTANCE OF 150.33 FEET TO A HALF (1/2) INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 08°25'00" EAST, A DISTANCE OF 215.00 FEET TO A HALF (1/2) INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, North 81°35'00" West, at 150.00 feet pass a half (1/2) inch iron pipe found at the said East right-of-way line of U.S. Expressway 281, at 200.00 feet in all to the POINT OF BEGINNING, CONTAINING 0.987 OF AN ACRE OF LAND MORE OR LESS.

### PLAT NOTES AND RESTRICTIONS:

- THE ALIANZA BUSINESS PARK IS A SUBDIVISION CONSISTING OF A 13.00 ACRE TRACT OF LAND OUT OF LOT 125, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS. THE SUBDIVISION IS LOCATED IN ZONE "B" ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480347 0005 C, REVISED OCTOBER 15, 1982.
- THESE LOTS WILL BE FOR COMMERCIAL USE ONLY.
- MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THE SUBDIVISION.
- MINIMUM BUILDING SETBACKS LINES (GENERAL BUSINESS):  

FRONT:	20.00' (FEET)	FRONT (U.S. 281)	75.00' (FEET)
REAR:	10.00' (FEET)	SIDE (CORNER)	10.00' (FEET)
SIDE:	6.00' (FEET)		
- NO BUILDINGS SHALL BE CONSTRUCTED OVER ANY EASEMENT OR LOT LINE.
- IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 26,885 CUBIC-Feet OR 0.62 ACRE-Feet OF STORM WATER RUNOFF. INDIVIDUAL LOT DETENTION REQUIREMENTS ARE AS FOLLOWS:  

LOT 1	2,371.00 CUBIC-Feet	LOT 4	3,688.00 CUBIC-Feet	LOT 7	3,044.00 CUBIC-Feet	LOT 10	2,283.00 CUBIC-Feet
LOT 2	2,341.00 CUBIC-Feet	LOT 5	2,078.00 CUBIC-Feet	LOT 8	2,927.00 CUBIC-Feet		
LOT 3	4,068.00 CUBIC-Feet	LOT 6	1,902.00 CUBIC-Feet	LOT 9	2,283.00 CUBIC-Feet		
- A DEVELOPMENT PERMIT SHALL BE REQUIRED PRIOR TO ANY CONSTRUCTION OR PLACING ANY STRUCTURE ON LOT.
- BENCHMARK: MONUMENT NUMBER 55 OF CITY OF PHARR BENCHMARK SYSTEM, NOV 1988, ELEVATION 103.98 FEET.
- A FIVE (5.0') FOOT SIDEWALK SHALL BE INSTALLED ALONG U.S. 281 AND ELDORA ROAD AT THE SUBDIVISION CONSTRUCTION STAGE.
- A FOUR (4.0') FOOT SIDEWALK SHALL BE INSTALLED ON ALL INTERIOR STREETS AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
- WHEELCHAIR RAMPS & LANDINGS, PER ADA REQUIREMENTS, MUST BE INSTALLED ON ALL INTERIOR STREETS AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
- ALL ACCESS EASEMENTS (ALLEYS) SHALL BE PRIVATE AND MAINTAINED BY OWNER.
- IF PI (PLASTICITY INDEX) EXCEEDS 15, LIME STABILIZATION WILL BE REQUIRED.
- 15% OF FRONT STREET YARD REQUIRED FOR LANDSCAPING.
- NO ACCESS ONTO ELDORA RD. WILL BE PERMITTED FOR LOTS C1, C3, & C5 AND NO ACCESS ONTO U.S. 281 WILL BE PERMITTED FOR LOTS C1, C2, & C10.
- EACH LOT WILL HAVE A COMMON TENANT SIGNAGE.
- AN EROSION CONTROL FENCE SHALL BE INSTALLED BEFORE COMMENCING ANY TYPE OF CONSTRUCTION AND REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE AND GROUND HAS BEEN ESTABLISHED. THE FENCE SHALL BE A 24" GALVANIZED, 3"x3" WIRE MESH OR ANY EQUAL MATERIAL APPROVED BY THE ENGINEER.

### LEGEND

- - FD. 1/2" IRON ROD
- - SET 1/2" IRON ROD
- - FD. 1/2" IRON PIPE
- - FD. C.P.S.
- ⊙ - SET P-K NAIL
- ⊙ - POWER POLE
- ⊙ - GUY WIRE
- ⊙ - ELECTRICAL BOX
- x- - CHAIN LINK FENCE
- PL- - POWER LINE
- ⊙ - TEL. PEDESTAL
- ⊙ - TRAFFIC SIGN

### STATE OF TEXAS - COUNTY OF HIDALGO

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.



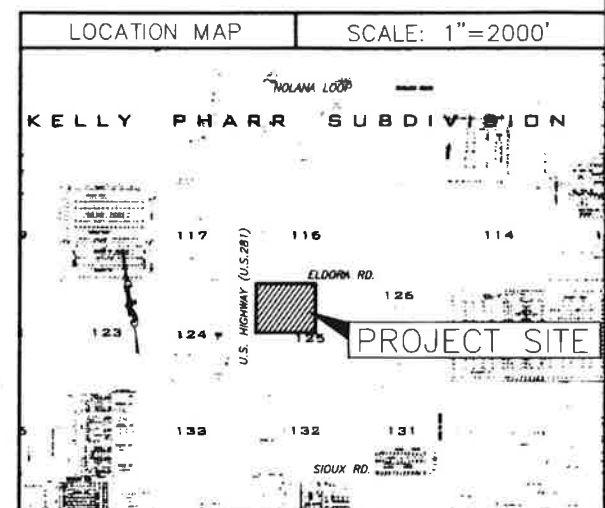
*Jose Mario Gonzalez*  
 JOSE MARIO GONZALEZ  
 REG. PROFESSIONAL LAND SURVEYOR NO. 5571  
 DATE 10/18/05

### STATE OF TEXAS - COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.



*Gilbert J. Guerra*  
 GILBERT J. GUERRA P.E.  
 REG. PROFESSIONAL ENGINEER NO. 90156  
 DATE 10/12/05



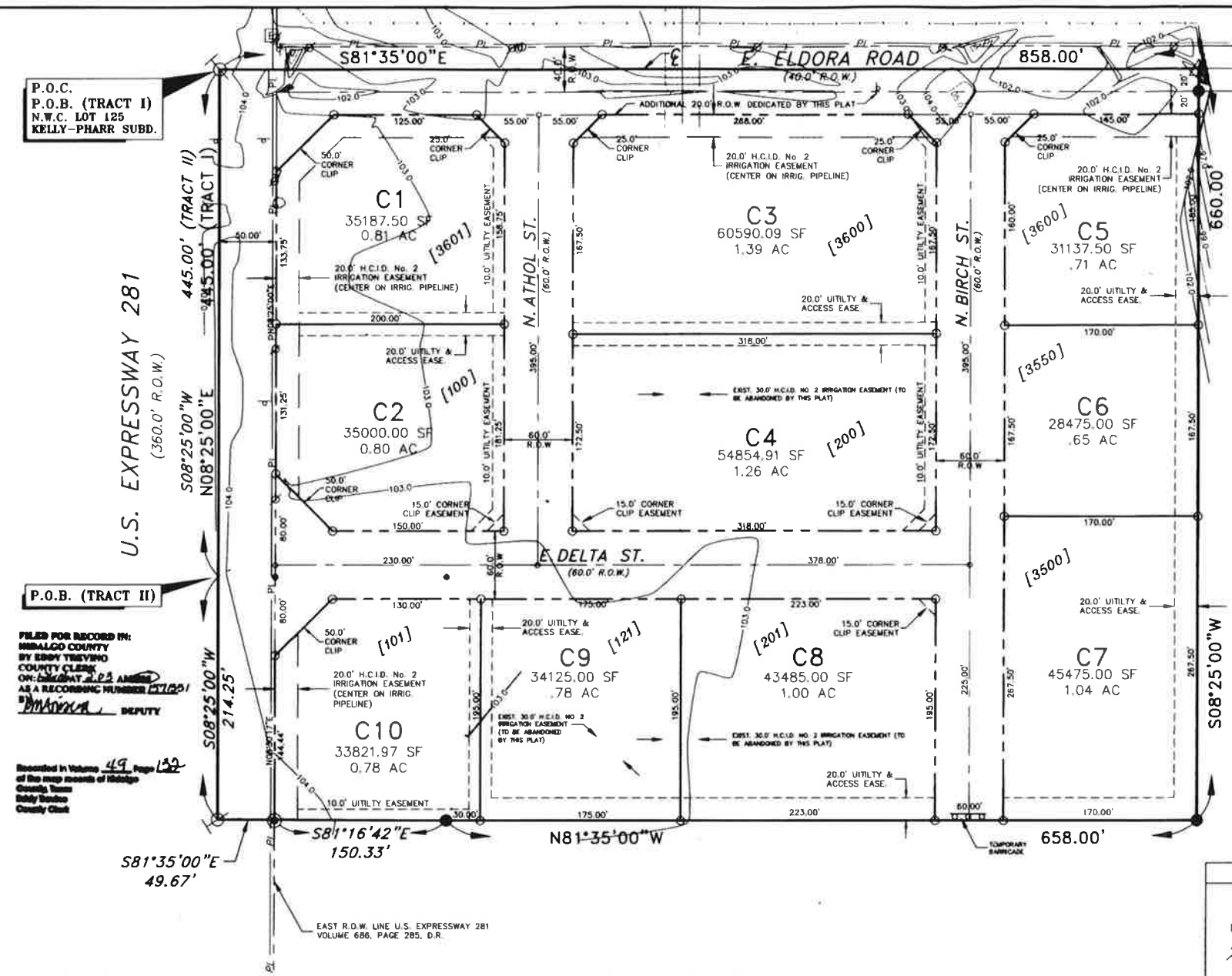
**RIO DELTA**  
**ENGINEERING & SURVEYING**  
 323 WEST CANYO, SUITE 100  
 EDINBURG, TEXAS  
 (TEL) 956-380-5152 (FAX) 380-5083

**PLAT**  
**SHEET**

**ALIANZA BUSINESS PARK**  
**SUBDIVISION**  
 PHARR  
 TEXAS

PROJECT:  
 LALO CHAPA  
 DESIGNER:  
 GILBERT GUERRA  
 CHECKED:  
 GILBERT GUERRA  
 PH:  
 GILBERT GUERRA  
 DATE:  
 OCTOBER 5, 2005

PROJECT:  
 SUB 04 019  
 PAGE NO



STATE OF TEXAS  
 COUNTY OF HIDALGO

I, JOSE BALDERAS, AS PRESIDENT OF BOTH ALIANZA DEVELOPMENT GROUP, L.L.C. (TRACT II) AND BALCA INVESTMENTS, L.L.C. (TRACT I), OWNERS OF THE LAND SHOWN ON THIS PLAT AS DESIGNATED HEREIN AS ALIANZA BUSINESS PARK, TO THE CITY OF PHARR, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATED TO THE PUBLIC ALL STREETS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

*Jose Balderas* 10-13-05  
 JOSE BALDERAS, PRESIDENT OF  
 BALCA INVESTMENTS, L.L.C.  
 2805 SANTA ANA  
 MISSION, TEXAS 78572

*Jose Balderas* 10-13-05  
 JOSE BALDERAS, PRESIDENT OF  
 ALIANZA DEVELOPMENT GROUP, L.L.C.  
 2805 SANTA ANA  
 MISSION, TEXAS 78572

STATE OF TEXAS - COUNTY OF HIDALGO  
 PUBLIC NOTARY CERTIFICATE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, JOSE BALDERAS, AND PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS, WHO, BEING BY ME TRULY DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18th DAY OF OCTOBER, 2005

*Dierra J. Guerra* 02-11-09  
 DIERRA J. GUERRA  
 Notary Public, State of Texas  
 My Commission Expires  
 February 11, 2009

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY *Gilbert J. Guerra* DATE

STATE OF TEXAS - CITY OF PHARR  
 PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

*Jose Valle Palacios* 10/24/05  
 CITY MAYOR DATE ATTEST: CITY SECRETARY DATE

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

*John Williams* 1-23-2006  
 PLANNING AND ZONING COMMISSION CHAIRMAN DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CERTIFICATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE 18th DAY OF OCTOBER, 2005.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS OF WAYS OR EASEMENTS.

*Alan Lueders* DATE *Barry P. Hester* DATE  
 PRESIDENT SECRETARY

PRINCIPAL CONTACTS:

NAME	ADDRESS	PHONE & FAX
OWNER: JOSE BALDERAS	2805 SANTA ANA MISSION, TX 78572	(956) 844-0528
ENGINEER: GILBERT J. GUERRA	P.O. 323 WEST CANYO, SUITE 100 EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083
SURVEYOR: JOSE MARIO GONZALEZ	R.P.L.S. 323 WEST CANYO, SUITE 101 EDINBURG, TX 78539	(956) 380-5154 (956) 380-5156