

## NOTARY INSTRUCTION SHEET

Thank you for assisting us by witnessing the execution of the enclosed documents and by notarizing the documents requiring and acknowledgment. Please comply with the following instructions:

1. Have each party sign exactly as shown on the documents. If a typed name is spelled incorrectly, have the party correct the error by writing neatly or typing the correct spelling, and then have the party initial each change.
2. Do not make, or allow the parties to make, any other changes to the documents, unless we have approved such changes first. We will confirm all verbal approvals in writing.
3. Personally observe each party sign the documents.
4. Do not change the execution date of any document. The date of your acknowledgment should be the date the documents are signed, even if the execution date on the document is different.
5. Complete the required information in each acknowledgment and attach your notary seal.
6. Verify the identity of each party signing the documents by examining his or her driver's license or passport.
7. **Make a photocopy of each driver's license or passport.**
8. Return to us, in the enclosed envelope:
  - The executed documents
  - The photocopy of the driver's license
  - The executed Notary Instruction Sheet

Please complete the following for our records:

Your name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Notary Expiration Date: \_\_\_\_\_  
County or Parish: \_\_\_\_\_  
State: \_\_\_\_\_

I certify to \_\_\_\_\_ that I am a duly licensed notary public, currently in good standing in such capacity, and that I personally observed each of the parties signing the enclosed documents and verified the identity of each.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature of Notary Public



THE COUNTY OF HIDALGO  
AND SIERRA TITLE COMPANY  
3401 N 10TH ST  
MCALLEN, TX 78501-1929

92257434

601 TEXAS DEPARTMENT OF TRANSPORTATION

04/18/2019

\$2,239.00

140135129

▼ Detach here before depositing ▼

This warrant will not be honored if it has been altered, reported as lost or stolen, or paid; or if any endorsement is forged or missing; or if prohibited by law.  
By endorsement I certify that I have not previously submitted this warrant for payment, or reported it as lost or stolen.

ENDORSE ABOVE THIS LINE

NOTICE: To verify the status of this warrant, call the Comptroller of Public Accounts Warrant Status Inquiry System (VWR) at (512) 463-5961 or 800-531-5441 Ext. 3-5961

0016904079

FEDERAL RESERVE BANK REGULATION CC

Security features on this document include a colored background on the face with a heat reactive ink and a security screen on the back.

<b>A.</b> U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT <b>SETTLEMENT STATEMENT</b>		<b>B. TYPE OF LOAN</b>			
		1. <input type="checkbox"/> FHA    2. <input type="checkbox"/> FmHA    3. <input type="checkbox"/> Conv. Unins.    4. <input type="checkbox"/> VA    5. <input type="checkbox"/> Conv. Ins.			
		6. FILE NUMBER: 0003175075		7. LOAN NUMBER:	
		8. MORTGAGE INS CASE NUMBER:			
<b>C. NOTE:</b> <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i>					
<b>D. NAME AND ADDRESS OF BUYER:</b> State of Texas, acting by an through the Texas Transportation Commission 125 E. 11th St., Austin, TX 78701		<b>E. NAME AND ADDRESS OF SELLER:</b> The County of Hidalgo P. B. Box 1356, Edinburg, TX 78539		<b>F. NAME AND ADDRESS OF LENDER:</b>	
<b>G. PROPERTY LOCATION:</b> Not Known Mission, TX 78572 Lot(s): 345 John H. Shary Parcel 13		<b>H. SETTLEMENT AGENT:</b> Sierra Title of Hidalgo County, Inc.  <b>PLACE OF SETTLEMENT:</b> 3401 N. 10th Street McAllen, TX 78501		<b>I. SETTLEMENT DATE:</b> May 9, 2019  <b>DISBURSEMENT DATE:</b> May 9, 2019	

J. SUMMARY OF BUYER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BUYER:</b>	
101. Contract sales price	2,239.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	902.63
104.	
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
<b>120. GROSS AMOUNT DUE FROM BUYER</b>	<b>3,141.63</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:</b>	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments for items unpaid by seller</i>	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
<b>220. TOTAL PAID BY/FOR BUYER</b>	<b>0.00</b>
<b>300. CASH AT SETTLEMENT FROM/TO BUYER:</b>	
301. Gross amount due from Buyer (Line 120)	3,141.63
302. Less amount paid by/for Buyer (Line 220)	( )
<b>303. CASH FROM BUYER</b>	<b>3,141.63</b>

K. SUMMARY OF SELLER'S TRANSACTION	
<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
401. Contract sales price	2,239.00
402. Personal property	
403.	
404.	
405.	
<i>Adjustments for items paid by seller in advance</i>	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>2,239.00</b>
<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	To:
505. Payoff of second mortgage loan	To:
506.	
507.	
508.	
509.	
<i>Adjustments for items unpaid by seller</i>	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>0.00</b>
<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
601. Gross amount due to Seller (Line 420)	2,239.00
602. Less reductions due Seller (Line 520)	( 0.00 )
<b>603. CASH TO SELLER</b>	<b>2,239.00</b>

**L. SETTLEMENT CHARGES**

700. TOTAL COMMISSION Based on Price			\$	@	%	PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:							
701.	to						
702.	to						
703. Commission Paid at Settlement							
The following persons, firms or corporations received a portion of the real estate commission amount shown above:							
704.	to						
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>							
801.	Loan Origination Fee	%	to				
802.	Loan Discount	%	to				
803.	Appraisal fee		to				
804.	Credit report		to				
805.	Lender's inspection fee		to				
806.	Mortgage insurance application fee		to				
807.	Assumption fee		to				
808.			to				
809.			to				
810.			to				
811.			to				
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>							
901.	Interest From	05/09/19	to	06/01/19	@ \$ /day ( 23 days %)		
902.	Mortgage insurance premium	for	month	to			
903.	Hazard insurance premium	for	year	to			
904.		for	year	to			
905.			to				
<b>1000. RESERVES DEPOSITED WITH LENDER</b>							
1001.	Hazard insurance	Months	@ \$		per Month		
1002.	Mortgage insurance	Months	@ \$		per Month		
1003.	City property taxes	Months	@ \$		per Month		
1004.	County property taxes	Months	@ \$		per Month		
1005.	Annual assessments	Months	@ \$		per Month		
1006.		Months	@ \$		per Month		
1007.		Months	@ \$		per Month		
1008.		Months	@ \$		per Month		
<b>1100. TITLE CHARGES</b>							
1101.	Settlement or closing fee		to				
1102.	Abstract or title search		to				
1103.	Title examination		to				
1104.	Title insurance binder		to				
1105.	Document preparation		to				
1106.	Notary fees		to				
1107.	Attorney's fees		to				
(includes above item numbers: )							
1108.	Owner's policy premium		to	Sierra Title of Hidalgo County, Inc.		238.00	
(includes above item numbers: )							
1109.	Lender's coverage						
1110.	Owner's coverage		\$ 2,239.00		238.00		
1111.	See additional 1111 items		to			47.00	
1112.	Tax Service		to	Tax Service of Hidalgo County		54.13	
1113.	E filing fee (B)		to	Sierra Title of Hidalgo County, Inc.		3.50	
1114.	Escrow Fee		to	Sierra Title of Hidalgo County, Inc.		500.00	
1115.			to				
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>							
1201.	Recording fees: Deed	\$ 60.00;	Mortgage		Releases	60.00	
1202.	City/County tax/stamps: Deed				Mortgage		
1203.	State tax/stamps: Deed				Mortgage		
1204.			to				
1205.			to				
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>							
1301.	Survey		to				
1302.	Pest inspection		to				
1303.			to				
1304.			to				
1305.			to				
<b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b>						902.63	0.00

# HUD-1, Attachment

**Buyer:** State of Texas, acting by an through  
the Texas Transportation Commission  
125 E. 11th St.  
Austin, TX 78701

**Seller:** The County of Hidalgo  
P. B. Box 1356  
Edinburg, TX 78539

**Lender:**

**Settlement Agent:** Sierra Title of Hidalgo County, Inc.  
(956)682-8321  
**Place of Settlement:** 3401 N. 10th Street  
McAllen, TX 78501  
**Settlement Date:** May 9, 2019  
**Disbursement Date:** May 9, 2019  
**Property Location:** Not Known  
Mission, TX 78572  
Lot(s): 345  
John H. Shary  
Parcel 13

**Additional Disbursements**

<u>Payee/Description</u>	<u>Note/Ref. No.</u>	<u>Buyer</u>	<u>Seller</u>
King Law Firm Attorney Review Fee		45.00	
Texas Title Insurance Guaranty Association State of Texas Policy Guaranty Fee (O)		2.00	
<b>Total Additional Disbursements</b>		<u>47.00</u>	



State of Texas, acting by an through the Texas  
Transportation Commission

The County of Hidalgo

BY: \_\_\_\_\_  
Carlos Lascurain, Right of Way Agent for  
Sendero Acquisitions, LP

BY: \_\_\_\_\_  
Richard F. Cortez, County Judge

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

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

**ADDENDUM**

G.F. No. 0003175075

DATE: May 9, 2019

Not Known, Mission, TX 78572

Line 303 Amount: \$3,141.63

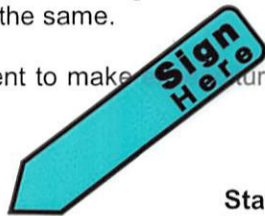
Line 603 Amount: \$2,239.00

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 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 disbursements and disbursements as shown above and approve same for payment.



The County of Hidalgo

State of Texas, acting by an through the Texas Transportation Commission

BY: \_\_\_\_\_  
Richard F. Cortez, County Judge

BY: \_\_\_\_\_  
Carlos Lascurain, Right of Way Agent for Sendero Acquisitions, LP

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.

# INSTRUCTIONS FOR DISBURSEMENT OF SELLERS PROCEEDS

Call when check is ready:

Seller(s) at home \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

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

Other: \_\_\_\_\_

Mail Check to: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Wire Transfer funds to:

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

Address of Receiving Bank: \_\_\_\_\_

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

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

Account Holder Address: \_\_\_\_\_

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

Make Check Payable to Seller's Attorney:

\_\_\_\_\_, Trustee

The County of Hidalgo

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

Richard F. Cortez, County Judge

*Please tell me how to disburse your funds.  
Thanks*



# SELLER'S MAILING ADDRESS VERIFICATION FORM

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

GF No.: 0003175075

Seller Name(s): The County of Hidalgo

It is imperative that we have your correct mailing and/or title legal documentation and/or title policies.

Mailing Address: (Below, please list the exact Apartment Number, Unit Number, etc.)

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

P.O. Box

City

Zip Code

*Please fill out entire form. Do Not leave Blank. Thanks.*

Office Box Number, e and/or any and all

Office Box Number,

## Phone Information

Seller One

Seller Two

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

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

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

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

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

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

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

The County of Hidalgo

By: Richard F. Cortez \_\_\_\_\_ Date



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

OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME  
Sierra Title of Hidalgo County

Number: 74-1649949  
0003175075

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

*Please enter  
TAX payer #  
here*

SELLER/TRANSFEROR'S NAME  
The County of Hidalgo  
P. B. Box 1356  
Edinburg, TX 78539

Buyer's Tax ID Number:

1) Date of Closing: 05/09/19	2)
3) Address or Legal Description: Not Known/Mission T	

*Shenly*

4) Seller's part of real estate tax:	5) Buyer's part of real estate tax: 0.00
--------------------------------------	---

THIS IS IMPORTANT TAX INFORMATION. YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY 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 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.



\_\_\_\_\_  
The County of Hidalgo

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

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
 Richard F. Cortez

**2** Business name/disregarded entity name, if different from above  
 The County of Hidalgo

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. C following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless it is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ►

**5** Address (number, street, and apt. or suite no.) See instructions.  
 P. B. Box 1356

**6** City, state, and ZIP code  
 Edinburg, TX 78539

**7** List account number(s) here (optional)

Please enter TAX payer ID here



## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

			-				-			
--	--	--	---	--	--	--	---	--	--	--

OR

**Employer identification number**

			-							
--	--	--	---	--	--	--	--	--	--	--

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**      Signature of U.S. person ►      Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## TAX PRORATION AGREEMENT

To: **Sierra Title of Hidalgo County, Inc.**  
RE: GF No. 0003175075  
Date: May 9, 2019  
Property: **Lot(s): 345**  
**John H. Shary**  
**Parcel 13**

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):

The County of Hidalgo

BY: \_\_\_\_\_  
Richard F. Cortez, County Judge



PURCHASER(S):

State of Texas, acting by an through the Texas Transportation Commission

BY: \_\_\_\_\_  
Carlos Lascurain, Right of Way Agent for  
Sendero Acquisitions, LP

## TAX PRORATION AGREEMENT

To: **Sierra Title of Hidalgo County, Inc.**  
RE: GF No. 0003175075  
Date: May 9, 2019  
Property:

### PARCEL 13

Being a 0.0689 acre (3,000 square feet) parcel of land located in the Ramon Manquilla Survey, Abstract No. 42, Hidalgo County, Texas, being out of Lot 345, John H. Shary Subdivision, according to the map recorded in Volume 1, Page 17, of the Map Records of Hidalgo County, Texas, and being part of the called 13.32 acre Parcel 1 - Tract 2, described in the deed executed on the 18th day of April, 2006, from Sharest, Ltd., to The County of Hidalgo, as recorded in Document No. 1651444, of the Official Records of Hidalgo County, Texas, said 0.0689 acre (3,000 square feet) parcel of land being more particularly described by metes and bounds as follows:

SEE EXHIBIT "A" FOR DESCRIPTION OF PARCEL 13.

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

Execution of this agreement indicates our understanding of the handling of the property taxes by the Title Company in the above referenced transaction. The Title Company will collect for all taxes owed at the time of the transfer or closing of the Property. The Title Company will not be collecting or handling any tax prorations for the current year.

**All parties understand that the Title Company will not be responsible for, nor will they be involved in any dispute concerning ANY tax proration settlement.** It is agreed that Seller and Purchaser will contact each other directly, and the refund will be paid immediately upon written notification (with supporting documentation) from the other party that same is due. It is agreed, as evidenced by this document, that SELLER shall be totally liable for the payment of any and all "rollback taxes" in the event said taxes are assessed at the time of any change in land usage prior to the transfer or closing of the Property.

**The purchasers have also been made aware that they must take a copy of their recorded deed when received to the Central Appraisal District in order to have the taxes changed into their names and file for any exemptions, which apply.**

The undersigned further agree to indemnify and hold harmless Sierra Title Company and (name of underwriter) from any and all future loss, claims, or further cause of action, that may arise due to inadequacy, incompleteness, or inaccuracy of the tax computations for the tax figures used in the proration of taxes, or for action taken by **Sierra Title Company** and **SIERRA TITLE INSURANCE GUARANTY COMPANY**, based upon reliance on such inadequate, incomplete or inaccurate tax figures so used in the proration.

SELLER(S):

The County of Hidalgo

\_\_\_\_\_  
.Richard F. Cortez, County Judge  
\_\_\_\_\_

PURCHASER(S):

State of Texas, acting by and through the Texas Transportation Commission

\_\_\_\_\_  
By: Carlos Lascurain, Right of Way Agent for Sendero Acquisitions, LP

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the \_\_\_\_ of May, 2019, by Richard F. Cortez, County Judge.

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

(SEAL)

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the \_\_\_\_ of May, 2019, by

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

(SEAL)

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the \_\_\_\_ of May, 2019, by Carlos Lascurain, Right of Way Agent for Sendero Acquisitions, LP, for the State of Texas, acting by and through the Texas Transportation Commission.

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

(SEAL)

EXHIBIT A

County: Hidalgo  
Highway: FM 494 (N. Shary Road)  
Limits: From FM 1924 to FM 676  
CCSJ: 0864-01-069  
RCSJ: 0864-01-073

Property Description for Parcel 13

Being a 0.0689 acre (3,000 square feet) parcel of land located in the Ramon Manquilla Survey, Abstract No. 42, Hidalgo County, Texas, being out of Lot 345, John H. Shary Subdivision, according to the map recorded in Volume 1, Page 17, of the Map Records of Hidalgo County, Texas, and being part of the called 13.32 acre Parcel 1 – Tract 2, described in the deed executed on the 18th day of April, 2006, from Sharest, Ltd. to The County of Hidalgo, as recorded in Document No. 1651444, of the Official Records of Hidalgo County, Texas, said 0.0689 acre (3,000 square feet) parcel of land being more particularly described by metes and bounds as follows:

**COMMENCING** at the southerly interior ell corner of the beforementioned 13.32 acre tract, from which a 5/8" iron rod found bears South 08° 39' 14" West – 44.58 feet;

**THENCE**, North 81° 25' 31" West along the westerly north line of the beforementioned 13.32 acre tract, same being a south line of the Sharest, Ltd – called 349.33 acre (net) Tr. VIII as described in Document No. 864240 (dated April 14, 2000), of the Official Records of Hidalgo County, Texas, for a distance of 1109.72 feet to a 5/8" iron rod with TxDOT aluminum cap (2" diameter) set at the **POINT OF BEGINNING** of the herein described parcel, in the proposed east right-of-way line of Farm to Market Road No. 494 (N. Shary Road), having coordinates of N = 16,619,470.01', E = 1,057,105.36', located 60.00 feet left of FM No. 494 Proposed Baseline Station (P.B.S.) 218+73.51;

- 1) **THENCE**, South 08° 35' 34" West along the proposed east right-of-way line of FM No. 494, through the interior of and entirely across the beforementioned 13.32 acre tract, for a distance of 150.00 feet to a 5/8" iron rod with TxDOT aluminum cap (2" diameter) set in the westerly south line of the 13.32 acre tract, same being in a north line of the beforementioned 349.33 acre tract, located 60.00 feet left of FM No. 494 P.B.S. 220+23.51;
- 2) **THENCE**, North 81° 25' 31" West along the westerly south line of the beforementioned 13.32 acre tract, same being a north line of the beforementioned 349.33 acre tract, for a distance of 20.00 feet to the southwest corner of the 13.32 acre tract in the east right-of-way line of FM No. 494 located 40.00 feet left of FM No. 494 P.B.S. 220+23.52, from which a 5/8" iron rod found bears South 09° 05' 04" West – 43.83 feet;
- 3) **THENCE**, North 08° 35' 34" East along the east right-of-way line of FM No. 494 (80' wide right-of-way), for a distance of 150.00 feet to the southerly and westerly northwest corner of the beforementioned 13.32 acre tract, located 40.00 feet left of FM No. 494 P.B.S. 218+73.52;

EXHIBIT A

- 4) **THENCE**, South 81° 25' 31" East along the westerly north line of the beforementioned 13.32 acre tract, same being a south line of the beforementioned 349.33 acre tract, for a distance of 20.00 feet to the **POINT OF BEGINNING**, containing 0.0689 acre (3,000 square feet) of land.

Notes:

1. All bearings and coordinates are referenced to the Texas Coordinate System of 1983 (NAD83) 2011 Adjustment, South Zone (4205), based on the TxDOT RTN Mountpoint NAD83\_(2010)-South\_VRS\_CMV. All distances and coordinates shown are surface values and may be converted to grid by dividing a Combined Adjustment Factor of 1.000040.
2. The unit of measure is the U.S. Survey Foot.
3. A parcel plat of even date was prepared in conjunction with this property description.

I hereby certify that this survey was performed on the ground under my supervision and that this property description and accompanying parcel plat represent the facts as found at the time of the survey.

Survey Date: April 11, 2017



S. M. Kling  
Registered Professional Land Surveyor  
Texas Registration No. 2003  
Civil Engineering Consultants  
4101 S. Texas Ave. Suite A  
Bryan, TX 77802  
(979)846-6212  
TBPLS Firm No. 10042800

May 9, 2017



**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.: 0003175075

SUBJECT PROPERTY: Lot(s): 345  
John H. Shary  
Parcel 13

STATE OF TEXAS  
COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared The County of Hidalgo.  
Seller or Owner-Borrower\* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed to the above proceedings in bankruptcy or receivership have been in effect and the marital status of affiant has not changed since the day of acquisition of the property. Affiant (as Seller or Borrower or Lender) declares that there are:

1. No unpaid debts for plumbing, carpentering, painting, carpeting, rugs, lawn sprinkling systems, paving, or any personal property or items have been purchased on time by financing statement, security agreement, or other instrument. (If NONE, write "NONE" on blank line) \_\_\_\_\_  
Creditor \_\_\_\_\_  
Date Amount \_\_\_\_\_

*Please answer  
I thru 4  
Do not leave  
Blanks*

2. No loans or liens (including Federal income taxes or assessments of any kind on property) secured by any instrument. (If NONE, write "NONE" on blank line) \_\_\_\_\_  
Creditor \_\_\_\_\_  
Date Amount \_\_\_\_\_

*Thanks*

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:

P. B. Box 1356, Edinburg, TX 78539

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



The County of Hidalgo

BY: \_\_\_\_\_  
Richard F. Cortez, County Judge

Subscribed and sworn to before me this \_\_\_\_\_ day of May, 2019

By Richard Cortez, County Judge.

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



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

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

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

Revised 01/02

**HUD-1 SETTLEMENT STATEMENT ADDENDUM**

May 9, 2019

RE: GF NO.: 0003175075

PROPERTY ADDRESS: Not Known, Mission, TX 78572

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.



State of Texas, acting by an through the Texas Transportation Commission

The County of Hidalgo

BY: \_\_\_\_\_  
Carlos Lascurain, Right of Way Agent for Sendero Acquisitions, LP

BY: \_\_\_\_\_  
Richard F. Cortez, County Judge

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.

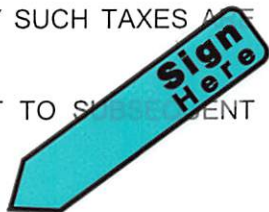
**TAX INFORMATION AND PRORATION AGREEMENT**

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.



State of Texas, acting by an through the Texas Transportation Commission

The County of Hidalgo

BY: \_\_\_\_\_  
Carlos Lascurain, Right of Way Agent for Sendero Acquisitions, LP

BY: \_\_\_\_\_  
Richard F. Cortez, County Judge

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

To: THE UNDERSIGNED  
From: SIERRA TITLE OF HIDALGO COUNTY, INC.  
Property: Not Known, Mission, TX 78572  
Date: May 9, 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>	\$0.00 <u>59.13</u>

**ACKNOWLEDGMENT**

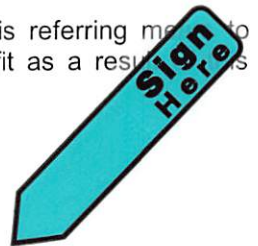
I/we have read the disclosure form and understand that **Sierra Title of Hidalgo County, Inc.** is referring me to purchase the above described settlement services(s) and may receive a financial or other benefit as a result of this referral.

State of Texas, acting by an through the Texas  
Transportation Commission

The County of Hidalgo

BY: \_\_\_\_\_  
Carlos Lascurain, Right of Way Agent for  
Sendero Acquisitions, LP

BY: \_\_\_\_\_  
Richard F. Cortez, County Judge



**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.

State of Texas, acting by an through the Texas  
Transportation Commission

The County of Hidalgo

BY: \_\_\_\_\_  
Carlos Lascurain, Right of Way Agent for  
Sendero Acquisitions, LP

BY: \_\_\_\_\_  
Richard F. Cortez, County Judge



SIERRA TITLE OF HIDALGO COUNTY, INC.

\_\_\_\_\_

**TITLE COMPANY DISCLOSURES**

**GUARANTY FILE NO.:** 0003175075

**SELLER (whether one or more):** The County of Hidalgo

**BUYER (whether one or more):** State of Texas, acting by an through the Texas Transportation Commission

**LENDER:**

**PROPERTY:** Not Known, Mission, TX 78572

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

<b>Buyer's Initials</b>	<b>1. WAIVER OF INSPECTION.</b> In consideration of the issuance by TITLE COMPANY to BUYER of either an Owner Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (in this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, BUYER hereby waives any obligation on the part of TITLE COMPANY to inspect the Property.
_____ _____	

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

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

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

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

Buyer's  
Initials

\_\_\_\_\_

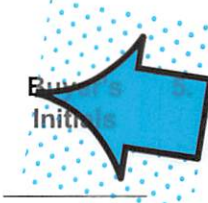
\_\_\_\_\_

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

Seller's  
Initials

\_\_\_\_\_

\_\_\_\_\_



**INITIAL  
HERE**

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

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

Buyer's  
Initials

\_\_\_\_\_

\_\_\_\_\_

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

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

Buyer's  
Initials

\_\_\_\_\_

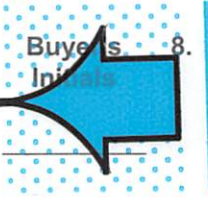
\_\_\_\_\_

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

Seller's  
Initials

\_\_\_\_\_

\_\_\_\_\_



**INITIAL  
HERE**

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

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

Buyer's  
Initials

\_\_\_\_\_

\_\_\_\_\_

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

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

Seller's  
Initials

*Initial  
here*

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

Seller's  
Initials

Buyer's  
Initials

*Initial  
here*

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

Buyer's  
Initials

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

SELLER SIGNATURE



The County of Hidalgo

BY: \_\_\_\_\_  
Richard F. Cortez, County Judge

Subscribed and sworn to before me this \_\_\_\_\_ day of May, 2019

By Richard Cortez, County Judge.  
\_\_\_\_\_  
Notary Public



BUYER SIGNATURE

State of Texas, acting by an through the Texas Transportation Commission

BY: \_\_\_\_\_  
Carlos Lascurain, Right of Way Agent for  
Sendero Acquisitions, LP

Subscribed and sworn to before me this \_\_\_\_\_ day of May, 2019.

By Carlos Lascurain, Right of Way Agent for Sendero Acquisitions, LP, for The State of Texas, acting by and through the Transportation Commission

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

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**

**SIERRA TITLE INSURANCE  
GUARANTY COMPANY, INC.**


We, SIERRA TITLE INSURANCE GUARANTY COMPANY, INC., 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 B and 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.

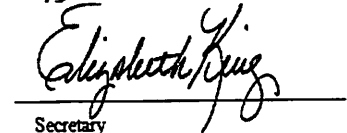
In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.



Authorized Signature



President



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.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 3409 N. 10<sup>th</sup> Street, McAllen, TX 78501.

# SIERRA TITLE INSURANCE

GUARANTY COMPANY, INC.

**SIERRA TITLE INSURANCE GUARANTY COMPANY, INC.**

**SCHEDULE A**

Effective Date: May 2, 2019

GF No.: 0003175075

Commitment No. 0003175075, issued May 9, 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: \$2,239.00  
PROPOSED INSURED: State of Texas, acting by an through the Texas Transportation Commission

- 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:

The County of Hidalgo

## **SCHEDULE A**

(Continued)

4. Legal description of land:

**PARCEL 13**

Being a 0.0689 acre (3,000 square feet) parcel of land located in the Ramon Manquilla Survey, Abstract No. 42, Hidalgo County, Texas, being out of Lot 345, John H. Shary Subdivision, according to the map recorded in Volume 1, Page 17, of the Map Records of Hidalgo County, Texas, and being part of the called 13.32 acre Parcel 1 - Tract 2, described in the deed executed on the 18th day of April, 2006, from Sharest, Ltd., to The County of Hidalgo, as recorded in Document No. 1651444, of the Official Records of Hidalgo County, Texas, said 0.0689 acre (3,000 square feet) parcel of land being more particularly described by metes and bounds as follows:

**SEE EXHIBIT "A" FOR DESCRIPTION OF PARCEL 13.**

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Schedule B hereof.

EXHIBIT A

County: Hidalgo  
Highway: FM 494 (N. Shary Road)  
Limits: From FM 1924 to FM 676  
CCSJ: 0864-01-069  
RCSJ: 0864-01-073

Property Description for Parcel 13

Being a 0.0689 acre (3,000 square feet) parcel of land located in the Ramon Manquilla Survey, Abstract No. 42, Hidalgo County, Texas, being out of Lot 345, John H. Shary Subdivision, according to the map recorded in Volume 1, Page 17, of the Map Records of Hidalgo County, Texas, and being part of the called 13.32 acre Parcel 1 – Tract 2, described in the deed executed on the 18th day of April, 2006, from Sharest, Ltd. to The County of Hidalgo, as recorded in Document No. 1651444, of the Official Records of Hidalgo County, Texas, said 0.0689 acre (3,000 square feet) parcel of land being more particularly described by metes and bounds as follows:

**COMMENCING** at the southerly interior ell corner of the beforementioned 13.32 acre tract, from which a 5/8" iron rod found bears South 08° 39' 14" West – 44.58 feet;

**THENCE**, North 81° 25' 31" West along the westerly north line of the beforementioned 13.32 acre tract, same being a south line of the Sharest, Ltd – called 349.33 acre (net) Tr. VIII as described in Document No. 864240 (dated April 14, 2000), of the Official Records of Hidalgo County, Texas, for a distance of 1109.72 feet to a 5/8" iron rod with TxDOT aluminum cap (2" diameter) set at the **POINT OF BEGINNING** of the herein described parcel, in the proposed east right-of-way line of Farm to Market Road No. 494 (N. Shary Road), having coordinates of N = 16,619,470.01', E = 1,057,105.36', located 60.00 feet left of FM No. 494 Proposed Baseline Station (P.B.S.) 218+73.51;

- 1) **THENCE**, South 08° 35' 34" West along the proposed east right-of-way line of FM No. 494, through the interior of and entirely across the beforementioned 13.32 acre tract, for a distance of 150.00 feet to a 5/8" iron rod with TxDOT aluminum cap (2" diameter) set in the westerly south line of the 13.32 acre tract, same being in a north line of the beforementioned 349.33 acre tract, located 60.00 feet left of FM No. 494 P.B.S. 220+23.51;
- 2) **THENCE**, North 81° 25' 31" West along the westerly south line of the beforementioned 13.32 acre tract, same being a north line of the beforementioned 349.33 acre tract, for a distance of 20.00 feet to the southwest corner of the 13.32 acre tract in the east right-of-way line of FM No. 494 located 40.00 feet left of FM No. 494 P.B.S. 220+23.52, from which a 5/8" iron rod found bears South 09° 05' 04" West – 43.83 feet;
- 3) **THENCE**, North 08° 35' 34" East along the east right-of-way line of FM No. 494 (80' wide right-of-way), for a distance of 150.00 feet to the southerly and westerly northwest corner of the beforementioned 13.32 acre tract, located 40.00 feet left of FM No. 494 P.B.S. 218+73.52;

EXHIBIT A


- 4) **THENCE**, South 81° 25' 31" East along the westerly north line of the beforementioned 13.32 acre tract, same being a south line of the beforementioned 349.33 acre tract, for a distance of 20.00 feet to the **POINT OF BEGINNING**, containing 0.0689 acre (3,000 square feet) of land.

Notes:

1. All bearings and coordinates are referenced to the Texas Coordinate System of 1983 (NAD83) 2011 Adjustment, South Zone (4205), based on the TxDOT RTN Mountpoint NAD83\_(2010)-South\_VRS\_CMV. All distances and coordinates shown are surface values and may be converted to grid by dividing a Combined Adjustment Factor of 1.000040.
2. The unit of measure is the U.S. Survey Foot.
3. A parcel plat of even date was prepared in conjunction with this property description.

I hereby certify that this survey was performed on the ground under my supervision and that this property description and accompanying parcel plat represent the facts as found at the time of the survey.

Survey Date: April 11, 2017



S. M. Kling  
Registered Professional Land Surveyor  
Texas Registration No. 2003  
Civil Engineering Consultants  
4101 S. Texas Ave. Suite A  
Bryan, TX 77802  
(979)846-6212  
TBPLS Firm No. 10042800

May



## SCHEDULE B

Commitment No.: 0003175075

GF No.: 0003175075

### 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:~~
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 1939, 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 1939, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
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.)

## SCHEDULE B

(Continued)

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. Water Rights conveyed in instrument dated September 27, 1917, from Bankers Trust Company to John H. Shary, filed for record in Volume 64 Page 25, Deed Records of Hidalgo County, Texas.
  - c. Right of way easement granted to Hidalgo County, by B.H. Holcomb, Trustee, dated April 17, 1956, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 861, Page 401, Deed Records Hidalgo County, Texas.
  - d. Drainage Agreement by and between Sharyland Orchard and Nurseries, Inc. and Claus Eggers, dated February 23, 1978, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 1569, Page 693, Deed Records Hidalgo County, Texas.
  - e. Right of way easement granted to Hidalgo County, by Sharest, Ltd., a Texas limited partnership, dated April 18, 2006, filed for record on August 15, 2006, in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 1651444.
  - f. Easements and Conditions as shown on the Map or Plat thereof, filed for record in Volume 1, Page 17, Map Records Hidalgo County, Texas.
  - g. Easements, rights, rules and regulations in favor of United Irrigation District.
  - h. Easements or claims of easements which are not a part of the public record.
  - i. All leases, grants, exceptions or reservations of coal, lignite, oil, gas, and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the public records whether listed in Schedule B or not. There may leases, grants, exceptions or reservations of mineral interest that are not listed.
  - j. The subject property may be impressed with public property qualification or condition.
  - k. Any claim or allegation that the land described in Schedule A of this policy, was conveyed in violation of V.A.T.C Local Government Code, Sections 212.004, et seq. or 232.001, or in violation of any county or municipal ordinance affecting subdivisions, or any loss of the use of the land by reason thereof.
  - l. This Policy specifically excepts to any and all taxes which are either due or may be due against the subject property.
  - m. 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 B**  
(Continued)

- n. Terms, covenants, conditions and provisions as set out in that certain Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration by and between State of Texas and The County of Hidalgo, dated , filed for record on February 8, 2019 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 2985982.

## SCHEDULE C

Commitment No.: 0003175075

GF No.: 0003175075

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. In connection with the proposed conveyance of the subject property by Hidalgo County, the following information is required for further examination and possible additional requirements
  - a.) Is there any statutory or charter requirement to be complied with in connection with the sale of real property?
  - b.) How does the State statute regulate the sale of real property?
  - c.) Does the Charter require that sale be advertised at a public auction to the highest bidder?
  - d.) Who is the Officer legally authorized to execute the conveyance?
  - e.) Is any special recital necessary to be in compliance with statutes and/or Charter?
  - f.) Is any special acknowledgment necessary?
  - g.) Does the consent or approval of any other governmental authority need to be obtained in connection with the transaction, such as the State Board of Education?

(NOTE: Schedule B of this Title Commitment and proposed policy(ies) contains and will contain the following exception: The subject property may be impressed with public property qualification or condition.)

6. Upon sale of subject property, you should secure executed letter from the Purchasers stating that they are

## SCHEDULE C

(Continued)

aware of the Commissioners' Court Subdivision Regulations and of the City's Zoning Ordinances and Subdivision Regulations.

7. This item is deleted in its entirety.
8. In accordance with Procedural Rule P-30 (Guaranty Assessment Recoupment Charge), a Policy Guaranty Fee of \$2.00 for each Owner's Policy and Loan Policy issued must be collected at time of closing and remitted by the Title Company on all transactions closed on or after May 1, 2019. The Policy Guaranty Fee will be disclosed on the Closing Disclosure and/or the Texas Disclosure Form (Form T-64) as appropriate.
9. Company reserves the right at its sole discretion to revise any proposed insuring provision herein upon its review of additional documentation or information, including, but not limited to, a qualified, approved survey.
10. 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.
11. 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.
12. 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.
13. 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. If a complete chain of Title is requested from the Title Company for any specific time period, the Title Company will charge a fee for said chain of title.

## SCHEDULE D

Commitment No.: 0003175075

GF No.: 0003175075

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:

A-1. The following individuals are Directors and/or Officers of **SIERRA TITLE INSURANCE GUARANTY COMPANY, INC.:**

DIRECTORS

John Robert King  
Elizabeth King  
John C. DeLoach  
Robert Field  
Jordan R. King  
William D. Moschel  
Neel Fulghum III

OFFICERS

John Robert King	President
Elizabeth King	Vice President/Secretary
John C. DeLoach	Chief Underwriting Officer
Jordan King	Treasurer

A-2. The following individuals and entities are shareholders owning or controlling, directly or indirectly, ten percent (10%) or more of the shares of **SIERRA TITLE INSURANCE GUARANTY COMPANY, INC.**

John R. and Elizabeth King; Sierra Title Company, Inc.; Sierra Title of Hidalgo County, Inc.; Sierra Title Company of Cameron, Willacy & Kenedy Counties, Inc.

A-3. Individuals, firms, partnerships, associations, corporations, trusts or other entities owning ten percent (10%) or more of those entities referred to in item no. A-2 herein above as of the last day of the year preceding the date hereinabove set forth are as follows:

John King; Elizabeth King; Robert Field; June Ezell; W. D. Moschel; James M. Moffitt.

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.

**SCHEDULE D**  
(Continued)

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

<b>Owner's Policy</b>		<b>\$</b>	<b>238.00</b>
	<b>Total</b>	<b>\$</b>	<b>238.00</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.

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

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

Commitment No.: 0003175075

GF No.: 0003175075

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."

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**IMPORTANT INFORMATION**

**FOR INFORMATION, OR  
TO MAKE A COMPLAINT  
CALL OUR TOLL-FREE TELE-  
PHONE NUMBER**

**1-866-764-8323**

**ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT**

**1-800-252-3439**

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

**YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 475-1771**

**AVISO IMPORTANTE**

**PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS**

**1-866-764-8323**

**TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL**

**1-800-252-3439**

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

**TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE  
TEXAS  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 475-1771**

# SIERRA TITLE INSURANCE

GUARANTY COMPANY, INC.  
TEXAS TITLE INSURANCE INFORMATION

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.

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 completamente antes de la fecha para finalizar su transaccion.

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. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure 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 Exceptions, 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 the Title Insurance Company at 1-866-764-8323 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. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company, 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.

-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.