

L. Settlement Charges				Paid From	Paid From
700. Total Sales/Broker's Commission based on price		\$12,357.00	@ % = \$0.00	Borrower's Funds at Settlement	Seller's Funds at Settlement
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703.	Commission Paid at Settlement			\$0.00	\$0.00
704.	The following persons, firms or	to			
705.	corporations received a portion	to			
706.	of the real estate commission amount	to			
707.	shown above:	to			
800. Items Payable in Connection with Loan					
801.	Loan Origination Fee	%	to		
802.	Loan Discount	%	to		
803.	Appraisal Fee		to		
804.	Credit Report		to		
805.	Lender's Inspection Fee		to		
806.	Mortgage Insurance Application		to		
807.	Assumption Fee		to		
900. Items Required by Lender To Be Paid in Advance					
901.	Interest from	6/7/2019	to	7/1/2019 @ \$0/day	
902.	Mortgage Insurance Premium for	months	to		
903.	Hazard Insurance Premium for	years	to		
1000. Reserves Deposited With Lender					
1001.	Hazard insurance	months @		per month	
1002.	Mortgage insurance	months @		per month	
1003.	City property taxes	months @		per month	
1004.	County property taxes	months @		per month	
1005.	Annual assessments	months @		per month	
1006.	School property taxes	months @		per month	
1007.	Water District taxes	months @		per month	
1008.	HOA Dues	months @		per month	
1011.	Aggregate Adjustment				
1100. Title Charges					
1101.	Settlement or closing fee		to		
1102.	Abstract or title search		to		
1103.	Title examination		to		
1104.	Title insurance binder		to		
1105.	Document preparation		to	L.G. "Jerry" Canales	\$200.00
1106.	Notary fees		to		
1107.	Attorney's fees		to		
(includes above items numbers:)					
1108.	Title insurance		to	Valley Land Title Company	\$255.00
(includes above items numbers:)					
1109.	Lender's coverage	\$0.00/\$0.00			
1110.	Owner's coverage	\$12,357.00/\$255.00			
1111.	Escrow fee		to	Valley Land Title Company	\$700.00
1112.	Guaranty Fee		to	Valley Land Title Company Guaranty Fee Escrow Account	\$2.00
1113.	Tax Service Fee		to	Hidalgo County Property Tax Service	\$55.00
1200. Government Recording and Transfer Charges					
1201.	Recording Fees	Deed \$56.00 ; Mortgage ; Rel		to Valley Land Title Company	\$56.00
1202.	City/county tax/stamps	Deed ; Mortgage		to	
1203.	State tax/stamps	Deed ; Mortgage		to	
1204.	Aff of ID (2)		to	Valley Land Title Company	\$80.00
1300. Additional Settlement Charges					
1301.	Survey		to		
1302.	Pest Inspection		to		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$1,348.00	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Hidalgo County

By: Richard F. Cortez, County Judge

Albino R. Rodriguez

SETTLEMENT AGENT CERTIFICATION

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

Settlement Agent _____ Date _____

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

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.

DRAINAGE EASEMENT

**THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §**

That, **ALBINO R. RODRIGUEZ AND WIFE, MARIA MAGDALENA RODRIGUEZ, 4511 S. Alamo Rd., Edinburg, Hidalgo County in the State of Texas, 78542, ("Grantor")**, for good and valuable consideration, the receipt and sufficiency for which is hereby acknowledged and accepted does Grant, Bargain, Sell and Convey unto **HIDALGO COUNTY, 100 E. Cano, 2nd Floor, Edinburg, Texas 78539, ("Grantee")**, its successors or assigns the following described free and permanent easement and right of way upon, over, across, under and along the following described certain tract of land in Hidalgo County, Texas, being as follows:

A 0.13 ACRE (5,475.00 SQ. FT.) TRACT OF LAND, MORE OR LESS, BEING PART OF Lot 4, of the DAN BURNS ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 30A, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AS RECORDED IN DOCUMENT NUMBER 73650. OFFICIAL RECORDS OF HIDALGO COUNTY, SAID 0.13 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ANY AND ALL PURPOSES.

(the "Easement"), for the purpose of constructing, reconstructing, excavating, digging, maintaining, and operating a drainage ditch, spoil bank, levees, roadways and other storm drain structure(s) for the disposal of accumulated and excessive rainfall and/or floodwater, (the "Facilities") together with free ingress and egress at all reasonable times to and from the Easement for the purpose of doing and performing or having performed, any and all acts and functions for the orderly construction, reconstruction, excavating, digging, maintaining and operating the Facilities together with any and all other functions and acts incident to the constructing, reconstructing, excavating, digging, maintaining, and operating the Facilities, upon, over under, across, and along the Easement.

Grantee shall have the right of ingress, egress, entry and access in, to, through, on, over, under, across, and along the Easement and where same intersect any public road or public right of way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the exercise by the Grantee of the rights granted to it by this Agreement.

TO HAVE AND TO HOLD the Easement, with the right ingress and egress thereto, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Grantee and its successors and assigns forever; and Grantor does hereby bind themselves and their heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Easement premises unto the Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor represents and warrants it is the sole owner and holds fee simple title to the property on which the Easement is located. Grantor has the unrestricted rights and authority and has taken all necessary action to authorize Grantor to execute the Easement and to grant to Hidalgo County Drainage District No. 1 the rights granted hereunder.

This Easement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives, and assigns. The parties intend that this Easement creates a valid and present interest in the property on which the Easement is located in favor of Grantee and therefore this Easement will be deemed an interest in and encumbrance upon the property on which the Easement is located which will run with the property on which the Easement is located. Grantee may assign all or part of its interest or rights in this Easement.

This Easement may only be modified in a separate writing signed by both parties. This Easement will be governed by and construed under the laws of the State of Texas excluding any choice of law or provisions thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 7th day of June, 2019.

ALBINO R. RODRIGUEZ

MARIA MAGDALENA RODRIGUEZ

STATE OF TEXAS)

COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared **ALBINO R. RODRIGUEZ**, proved to me through _____ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that **ALBINO R. RODRIGUEZ**, executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2019.

Notary Public, State of Texas
Notary Public ID: _____

STATE OF TEXAS)

COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared **MARIA MAGDALENA RODRIGUEZ**, proved to me through _____ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that **MARIA MAGDALENA RODRIGUEZ**, executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2019.

Notary Public, State of Texas
Notary Public ID: _____

Consent and Subordination by Lienholder

Lienholder, as the holder of a lien on the Easement Property, consents to the above grant of an Easement, including the terms and conditions of the grant, and Lienholder subordinates its lien to the rights and interests of Grantee, so that a foreclosure of the lien will not extinguish the rights and interests of Grantee. The parties herein recognize that this consent in no way alters, amends or modifies the terms of the Deed of Trust or any of the other closing documents held by Lienholder except as expressly set forth herein and specifically shall not alter, amend or modify the right of the Lienholder to any condemnation proceeds that it would be entitled to under the terms of the Deed of Trust or any of the other closing documents. Lienholder's subordination shall terminate upon the termination or abandonment of the Easement or if the Easement Purpose ceases to exist. Any subsequent amendments, modifications or revisions of the Easement must be consented to in writing by the Lienholder.

**GUSTAVO JOEL GARCIA, Successor
Trustee of THE ANTONIO C. GARCIA
AND LUCILLE C. GARCIA
REVOCABLE LIVING TRUST**

STATE OF TEXAS)

COUNTY OF _____)

Before me, the undersigned authority, on this day personally appeared **GUSTAVO JOEL GARCIA, Successor Trustee of THE ANTONIO C. GARCIA AND LUCILLE C. GARCIA REVOCABLE LIVING TRUST**, proved to me through _____ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that **GUSTAVO JOEL GARCIA, Successor Trustee of THE ANTONIO C. GARCIA AND LUCILLE C. GARCIA REVOCABLE LIVING TRUST**, executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2019.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

**L.G. "JERRY CANALES
6013 N. 10th Street
McAllen, Texas 78504
Tel: (956) 687-7763
GF#158817**

AFTER RECORDING RETURN TO:

**HIDALGO COUNTY
100 E. Cano, 2nd Floor
Edinburg, Texas 78539**

SAM Engineering and Surveying



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 South 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

METES AND BOUNDS DESCRIPTION

PROP. DRAINAGE EASEMENT,
0.13 ACRES OF LOT 4,
DAN BURNS ESTATES
HIDALGO COUNTY, TEXAS


A 0.13 ACRE (5,475.00 SQ. FT.) TRACT OF LAND, MORE OR LESS, BEING PART OF DAN BURNS ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 30A, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AS RECORDED IN DOCUMENT NUMBER 73650, OFFICIAL RECORDS OF HIDALGO COUNTY;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, DAN BURNS ESTATES SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 30A, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AS RECORDED IN DOCUMENT NUMBER 73650, OFFICIAL RECORDS OF HIDALGO COUNTY;

1. THENCE, (NORTH 81°15'00" WEST), WITH THE SOUTH LOT LINE OF SAID LOT 4, A DISTANCE OF 365.0 FEET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
2. THENCE, (NORTH 08°45'00" EAST), PARALLEL WITH THE WEST LOT LINE OF SAID LOT 4, A DISTANCE OF 15.0 FEET FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
3. THENCE, (SOUTH 81°15'00" EAST), PARALLEL WITH THE SOUTH LOT LINE OF SAID LOT 4, A DISTANCE OF 365.0 FEET FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
4. THENCE, (SOUTH 08°45'00" WEST), WITH THE EAST LOT LINE OF SAID LOT 4, A DISTANCE OF 15.0 FEET TO THE POINT OF BEGINNING AND THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND, CONTAINING A 0.13 ACRE (5,475.00 SQ. FT.) TRACT OF LAND, MORE OR LESS.

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, SAMUEL D. MALDONADO, CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.



SAMUEL D. MALDONADO DATE
REGISTERED PROFESSIONAL LAND SURVEY No. 6027 8/28/2018



SHEET 1 of 2 : METES & BOUNDS
DAN BURNS ESTATES PROP. DRAINAGE EASEMENT

L.G. "JERRY" CANALES

Attorney at Law

6013 N. 10th Street, McAllen, Texas 78504

Telephone (956) 687-7763 • Facsimile (956) 683-8958

Date: June 7, 2019

Re: DOCUMENT PREPARATION

Seller: ALBINO R. RODRIGUEZ AND WIFE, MARIA MAGDALENA
RODRIGUEZ

Buyer: HIDALGO COUNTY

DISCLOSURE AGREEMENT REGARDING LEGAL FEES AND LEGAL REPRESENTATION FOR DRAFTING CLOSING DOCUMENTATION

RE: GF No. 158817

1. Legal Counsel. Documents for this closing have been prepared, at the request of the Valley Land Title Co. ("Title Company"), by Law Office of L.G. "JERRY" CANALES ("Attorney"). The undersigned acknowledges that the Attorney has acted only in the limited capacity as counsel to prepare these documents, and has not, in any manner, undertaken to assist or render legal advice to the undersigned with respect to any loan, the property, or with respect to any of the documents being executed in connection with the closing. The undersigned further acknowledges that the undersigned may retain legal counsel for advice regarding the transaction, or to review and render advice concerning any of the documents being executed in connection with the closing.
2. Responsibility for Payment of Fees and Costs. The undersigned hereby acknowledge that the undersigned's obligation to pay the legal fees and all permissible out-of-pocket expenses incurred in connection with the preparation of the documents by making, at the closing, a payment in the amount set forth in the invoice for legal services described below, directly to either the Attorney or the Title Company closing the transaction, for the account of the Attorney.
3. Description of Legal Services Performed and Amount of Fee. The nature and extent of the legal services performed in connection with this transaction are itemized in the invoice for legal services submitted to the Title Company, a copy of which is attached hereto and incorporated herein by reference for all purposes. The fee for these legal services through the date of the invoice is set forth on the invoice.
4. Basis for Fee. The fee is intended to provide fair compensation for legal services rendered, taking into consideration the time and labor required, the complexities of the questions involved and the skill required to perform such services. Other considerations include the expertise of the Attorney in the complexities of the real estate practice, imposed document preparation deadlines, the necessary overhead associated with the rendering of services, and the assumption of risk by the Attorney in the rendering of these services.

The undersigned hereby acknowledges receiving and reading a copy of this statement, and by

signature affirms the accuracy of the statements herein contained.

Dated: _____ day of _____, 2019.

SELLER:

BUYER:

ALBINO R. RODRIGUEZ

HIDALGO COUNTY

By: _____
RICHARD F. CORTEZ

MARIA MAGDALENA RODRIGUEZ

Its: **County Judge**

Title Company: Please return this original signed and dated instrument to:

Law Office of L.G. "Jerry" Canales
6013 N. 10th Street
McAllen, Texas 78504

INDEMNITY AND AFFIDAVIT AS TO DEBTS AND LIENS

(Seller Or Owner-Borrower)

GF# 158817

SUBJECT PROPERTY: A 0.13 ACRE (5,475.00 SQ. FT.) TRACT OF LAND, MORE OR LESS, BEING PART OF Lot 4, of the DAN BURNS ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 30A, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AS RECORDED IN DOCUMENT NUMBER 73650. OFFICIAL RECORDS OF HIDALGO COUNTY;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, DAN BURNS ESTATES SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 30A, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AS RECORDED IN DOCUMENT NUMBER 73650, OFFICIAL RECORDS OF HIDALGO COUNTY;

1. THENCE, (NORTH 81 degrees 15' 00" WEST), WITH THE SOUTH LOT LINE OF SAID LOT 4, A DISTANCE OF 365.0 FEET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
2. THENCE, (NORTH 08 degrees 45' 00" EAST), PARALLEL WITH THE WEST LOT LINE OF SAID LOT 4, A DISTANCE OF 15.0 FEET FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
3. THENCE, (SOUTH 81 degrees 15' 00" EAST), PARALLEL WITH THE SOUTH LOT LINE OF SAID LOT 4, A DISTANCE OF 365.0 FEET FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
4. THENCE, (SOUTH 08 degrees 45' 00" WEST), WITH THE EAST LOT LINE OF SAID LOT 4, A DISTANCE OF 15.0 FEET TO THE POINT OF BEGINNING.

STATE OF TEXAS

COUNTY OF HIDALGO

Before me, the undersigned authority, on this day personally appeared the Undersigned (Owner-Borrower) personally known to me to be the person(s) whose names(s) is/are subscribed hereto and upon oath deposes and represents to the purchaser and/or lender in this transaction that there are:

1. No unpaid debts for taxes, plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following:

Creditor	Approximate Amount
NONE	

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

Creditor	Amount
The Antonio C. Garcia and Lucille C. Garcia Revocable Living Trust	\$100,000.00 (Original Amount)

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied, except the following:

NONE

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

I/we realize that the purchaser and/or lender and the title company in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money therein unless said representations were made.

Albino R. Rodriguez

SWORN AND SUBSCRIBED TO BEFORE ME by Albino R. Rodriguez on June _____, 2019.

Notary Public, State of Texas

VALLEY LAND TITLE COMPANY, LTD.
612 W. Nolana Ave. Suite 570
McALLEN, TEXAS 78504
(956) 687-7763
FAX (956) 217-3190

ACCEPTANCE OF TITLE POLICY EXCEPTIONS

GF NO. 158817

Gentlemen:

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

A 0.13 ACRE (5,475.00 SQ. FT.) TRACT OF LAND, MORE OR LESS, BEING PART OF Lot 4, of the DAN BURNS ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 30A, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AS RECORDED IN DOCUMENT NUMBER 73650. OFFICIAL RECORDS OF HIDALGO COUNTY;

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2. THENCE, (NORTH 08 degrees 45' 00" EAST), PARALLEL WITH THE WEST LOT LINE OF SAID LOT 4, A DISTANCE OF 15.0 FEET FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

3. THENCE, (SOUTH 81 degrees 15' 00" EAST), PARALLEL WITH THE SOUTH LOT LINE OF SAID LOT 4, A DISTANCE OF 365.0 FEET FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

4. THENCE. (SOUTH 08 degrees 45' 00" WEST), WITH THE EAST LOT LINE OF SAID LOT 4, A DISTANCE OF 15.0 FEET TO THE POINT OF BEGINNING.

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

1. Restrictive covenants affecting the land described or referred to on Schedule B of the Title Commitment as Volume 24, Page 30A, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, any encroachments, or any overlapping of improvements.

3. Standby fees and taxes for the year 2019 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

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

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

Minimum floor elevations, setback lines, easements and restrictions as shown on the map of Dan Burns Estates, recorded in Volume 24, Page 30A, Map Records of Hidalgo County, Texas.

Easements for roadways, canals, drainage ditches, etc. as shown by instrument dated June 9, 1911, recorded in Volume 19, Page 201, Deed Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, recorded in Volume 362, Page 292, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to ownership or holder of such interest(s).

Mineral and/or royalty reservation contained in deed dated March 4, 1980, recorded in Volume 1663, Page 279, Deed Records of Hidalgo County, Texas.

Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.

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

Rights of parties in possession.

Visible and apparent easements on or across the property herein described.

Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.

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.)

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

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

OWNER:

Hidalgo County

By: _____
Richard F. Cortez, County Judge

Date: June 7, 2019

WAIVER OF INSPECTION

PLEASE SIGN & RETURN THIS WAIVER

GF NO: 158817

TO: VALLEY LAND TITLE COMPANY, LTD.

AGENT FOR: Commonwealth Land Title Insurance Company

Gentlemen:

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

A 0.13 ACRE (5,475.00 SQ. FT.) TRACT OF LAND, MORE OR LESS, BEING PART OF Lot 4, of the DAN BURNS ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 30A, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AS RECORDED IN DOCUMENT NUMBER 73650. OFFICIAL RECORDS OF HIDALGO COUNTY;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, DAN BURNS ESTATES SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 30A, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AS RECORDED IN DOCUMENT NUMBER 73650, OFFICIAL RECORDS OF HIDALGO COUNTY;

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- 2. THENCE, (NORTH 08 degrees 45' 00" EAST), PARALLEL WITH THE WEST LOT LINE OF SAID LOT 4, A DISTANCE OF 15.0 FEET FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 3. THENCE, (SOUTH 81 degrees 15' 00" EAST), PARALLEL WITH THE SOUTH LOT LINE OF SAID LOT 4, A DISTANCE OF 365.0 FEET FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;**
- 4. THENCE, (SOUTH 08 degrees 45' 00" WEST), WITH THE EAST LOT LINE OF SAID LOT 4, A DISTANCE OF 15.0 FEET TO THE POINT OF BEGINNING.**

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

EXECUTED on June 7, 2019

BUYER:

Hidalgo County

By: _____
Richard F. Cortez, County Judge

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

DATE: June 7, 2019

TO: Albino R. Rodriguez; AND Hidalgo County

FROM: VALLEY LAND TITLE COMPANY, LTD.

PROPERTY: A 0.13 ACRE (5,475.00 SQ. FT.) TRACT OF LAND, MORE OR LESS, BEING PART OF Lot 4, of the DAN BURNS ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 30A, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AS RECORDED IN DOCUMENT NUMBER 73650. OFFICIAL RECORDS OF HIDALGO COUNTY;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, DAN BURNS ESTATES SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 30A, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AS RECORDED IN DOCUMENT NUMBER 73650, OFFICIAL RECORDS OF HIDALGO COUNTY;

1. THENCE, (NORTH 81 degrees 15' 00" WEST), WITH THE SOUTH LOT LINE OF SAID LOT 4, A DISTANCE OF 365.0 FEET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
2. THENCE, (NORTH 08 degrees 45' 00" EAST), PARALLEL WITH THE WEST LOT LINE OF SAID LOT 4, A DISTANCE OF 15.0 FEET FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
3. THENCE, (SOUTH 81 degrees 15' 00" EAST), PARALLEL WITH THE SOUTH LOT LINE OF SAID LOT 4, A DISTANCE OF 365.0 FEET FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;
4. THENCE. (SOUTH 08 degrees 45' 00" WEST), WITH THE EAST LOT LINE OF SAID LOT 4, A DISTANCE OF 15.0 FEET TO THE POINT OF BEGINNING.

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

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

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

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

SELLER:

BUYER/BORROWER:

Hidalgo County

Albino R. Rodriguez

By: _____
Richard F. Cortez, County Judge

Nonforeign Affidavit—Individual

Date: June 7, 2019

Transferor: Albino R. Rodriguez

Transferor's Office Address: 4511 South Alamo Road
Edinburg, Hidalgo, County, TX 78542

Transferor's U.S. Taxpayer Identification Number: 455-80-8132

Transferee: Hidalgo County

Property: A 0.13 ACRE (5,475.00 SQ. FT.) TRACT OF LAND, MORE OR LESS, BEING PART OF Lot 4, of the DAN BURNS ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 30A, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AS RECORDED IN DOCUMENT NUMBER 73650. OFFICIAL RECORDS OF HIDALGO COUNTY;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, DAN BURNS ESTATES SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 30A, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AS RECORDED IN DOCUMENT NUMBER 73650, OFFICIAL RECORDS OF HIDALGO COUNTY;

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2. THENCE, (NORTH 08 degrees 45' 00" EAST), PARALLEL WITH THE WEST LOT LINE OF SAID LOT 4, A DISTANCE OF 15.0 FEET FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

3. THENCE, (SOUTH 81 degrees 15' 00" EAST), PARALLEL WITH THE SOUTH LOT LINE OF SAID LOT 4, A DISTANCE OF 365.0 FEET FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

4. THENCE. (SOUTH 08 degrees 45' 00" WEST), WITH THE EAST LOT LINE OF SAID LOT 4, A DISTANCE OF 15.0 FEET TO THE POINT OF BEGINNING.

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

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

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

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

Albino R. Rodriguez

SIGNED under oath before me on June _____, 2019.

Notary Public – State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on June _____, 2019 by Albino R. Rodriguez.

Notary Public – State of Texas

AFFIDAVIT OF MARITAL STATUS

Date: June 6, 2019

Affiant: Albino R. Rodriguez

Property: A 0.13 ACRE (5,475.00 SQ. FT.) TRACT OF LAND, MORE OR LESS, BEING PART OF Lot 4, of the DAN BURNS ESTATES SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 30A, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AS RECORDED IN DOCUMENT NUMBER 73650. OFFICIAL RECORDS OF HIDALGO COUNTY;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, DAN BURNS ESTATES SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 30A, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AS RECORDED IN DOCUMENT NUMBER 73650, OFFICIAL RECORDS OF HIDALGO COUNTY;

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4. THENCE. (SOUTH 08 degrees 45' 00" WEST), WITH THE EAST LOT LINE OF SAID LOT 4, A DISTANCE OF 15.0 FEET TO THE POINT OF BEGINNING.

Date of Acquisition: May 14, 2009

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. My full legal name is as set forth above and I am over the age of eighteen years.
2. I currently reside at 4511 S. Alamo Rd., Edinburg, TX 78542
3. I acquired title to the Property on the Date of Acquisition.
4. *Marital status on Date of Affidavit*
 - I am unmarried.
 - I am married to Maria Magdalena Rodriguez, Current Spouse, which marriage took place on _____ (Insert date of marriage to Current Spouse.)
5. *Marital status on Date of Acquisition*
 - I was unmarried.
 - I was married to my Current Spouse.
 - I was married to (Insert name of spouse on Date of Acquisition, if other than current spouse).
6. *Marital status from Date of Acquisition to Date of Affidavit*
 - I have remained unmarried from Date of Acquisition through Date of Affidavit.
 - I have remained married to my Current Spouse from Date of Acquisition through Date of Affidavit.
 - I married my Current Spouse on the date shown in #4 above, and we have remained married to each other from then through Date of Affidavit.
 - Other marriages (give details for all):
 - I was married to (Insert name of previous spouse #1), which marriage terminated by death divorce on (Insert date of death or divorce from previous spouse #1).
 - I was married to (Insert name of previous spouse #2), which marriage terminated by death divorce on (Insert date of death or divorce from previous spouse #2).
 - I was married to (Insert name of previous spouse #3), which marriage terminated by death divorce on (Insert date of death or divorce from previous spouse #3).
7. I have no marriages, from and including Date of Acquisition to and including Date of Affidavit, other than those set out above. During that time, I did not agree to marry any person, nor represent to others that such a marriage existed, nor live together with any person as if married.
8. Anyone concerned with title to the Property may rely on these statements.

9. I agree to indemnify and hold Commonwealth Land Title Insurance Company, Underwriter, and its Agent harmless from any loss or expense, including reasonable attorney fees, resulting from false or incorrect information in this affidavit.

Albino R. Rodriguez

SIGNED under oath before me on June _____, 2019.

Notary Public – State of Texas

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on June _____, 2019 by Albino R. Rodriguez.

Notary Public – State of Texas