



of Hidalgo County, Inc.

March 31, 2022

Jose Ochoa, MPA
1051 N. Doolittle
Edinburg, TX 78542

Ref: GF#3191761 Parcel 1 & 2

Legal Description: Lot 8 Block 39 Phase 2 Santa Cruz Gardens

Dear Ladies/Gentlemen:

In regards to the above referenced transaction enclosed please find the following documents:

Closing Documents.

Please have documents reviewed and executed. Please include with the return of the document the minutes that allow Mr. Cortez to purchase the property on behalf of the County and his authority to execute the closing documents.

Should you have any questions or need further assistance, please do not hesitate to contact our office at (956) 630-3702

Sincerely,


Nelly Martinez
Escrow Associate

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 the 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

*Notary. Please
bill out
thanks*

Please complete the following for our records:

Your name: _____
Address: _____
Phone No.: _____
Notary Expiration Date: _____
County or Parish: _____
State: Texas

I certify to _____ Sierra Title of Hidalgo County, Inc. _____ 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 _____, 2023.

Signature of Notary Public

**A. U.S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
SETTLEMENT STATEMENT**

B. TYPE OF LOAN
 1. FHA 2. FMHa 3. Conv. Unins 4. VA 5. Conv. Ins
 6. FILE NUMBER: 0003191761 7. LOAN NUMBER:
 8. MORTGAGE INS CASE NUMBER:

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1.0 3/98 (0003191761/54)

D. NAME AND ADDRESS OF BORROWER:
 Hidalgo County, Texas
 100 N. Clossner
 Edinburg, TX 78539

E. NAME AND ADDRESS OF SELLER:
 Santa Cruz Irrigation District No. 15 fin/a Hidalgo County Irrigation District. No. 15
 601 FM 2812
 Edinburg, TX 78542

G. PROPERTY LOCATION:
 Dollittle Road
 edinburg, TX 78539
 Hidalgo County, Texas
 Lot(s): 8, Block: 39, Phase: 2
 Santa Cruz Gardens
 Parcel 1 & 2

H. SETTLEMENT AGENT:
 Sierra Title of Hidalgo County, Inc.
 3401 N. 10th St.
 McAllen, TX 78501

I. SETTLEMENT DATE:
 January 27, 2023
DISBURSEMENT DATE:
 January 27, 2023

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	4,078.00	401. Contract sales price	4,078.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	951.65	403.	
104.		404.	
105.		405.	
<i>Adjustments for items paid by seller in advance</i>		<i>Adjustments for items paid by seller in advance</i>	
106. City/Town taxes		406. City/Town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110. *****NO TAX PRORATIONS*****		410. *****NO TAX PRORATIONS*****	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	5,029.65	420. GROSS AMOUNT DUE TO SELLER	4,078.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<i>Adjustments for items unpaid by seller</i>		<i>Adjustments for items unpaid by seller</i>	
210. City/Town taxes		510. City/Town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215. *****NO TAX PRORATIONS*****		515. *****NO TAX PRORATIONS*****	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	0.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	0.00
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from Borrower (Line 120)	5,029.65	601. Gross amount due to Seller (Line 420)	4,078.00
302. Less amount paid by/for Borrower (Line 220)	(0.00)	602. Less reductions due Seller (Line 520)	(0.00)
303. CASH FROM BORROWER	5,029.65	603. CASH TO SELLER	4,078.00

L. SETTLEMENT CHARGES

700. TOTAL COMMISSIONS Based on Price		\$	@	%	Paid From	Paid From
Division of Commission (line 700) as Follows:					BORROWER'S FUNDS AT SETTLEMENT	SELLER'S FUNDS AT SETTLEMENT
701.	to					
702.	to					
703.	Commission paid at settlement					
704.	to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801.	Loan origination fee					
802.	Loan discount					
803.	Appraisal fee					
804.	Credit report					
805.	Lender's inspection fee					
806.	Mortgage insurance application fee					
807.	Assumption fee					
808.						
809.						
810.						
811.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901.	Interest From 1/27/2023 to 2/1/2023 @ \$ /day (5 days %)					
902.	Mortgage insurance premium for month to					
903.	Hazard insurance premium for year to					
904.	for year to					
905.	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.		Months @ \$			per Month	
1007.		Months @ \$			per Month	
1008.		Months @ \$			per Month	
1100. TITLE CHARGES						
1101.	Settlement or closing fee					
1102.	Escrow Fee				500.00	
1103.	Title examination					
1104.	Title insurance binder					
1105.	Document preparation					
1106.	Notary fees					
1107.	Attorney's fees					
	(includes above item numbers:)					
1108.	Owner's policy premium				328.00	
	(includes above item numbers:)					
1109.	Lender's coverage					
1110.	Owner's coverage	\$ 4,078.00			328.00	
1111.	State of Texas Policy Guaranty Fee (O)				2.00	
1112.	Attorney Review Fee				45.00	
1113.	E filing fee (S)				4.65	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201.	Recording fees; Deed					
	: Mortgage					
	: Releases					
1202.	City/County tax/stamps; Deed					
	: Mortgage					
1203.	State tax/stamps; Deed					
	: Mortgage					
1204.	Easement				72.00	
	to Sierra Title of Hidalgo County, Inc.					
1205.	to					
1300. ADDITIONAL SETTLEMENT CHARGES						
1301.	Survey					
	to					
1302.	Pest inspection					
	to					
1303.						
	to					
1304.						
	to					
1305.					951.65	
1400.	TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					0.00

HUD-1, Attachment

Borrower: Hidalgo County, Texas
100 N. Closser
Edinburg, TX 78539

Seller: Santa Cruz Irrigation District No. 15
f/n/a Hidalgo County Irrigation
District. No. 15
601 FM 2812
Edinburg, TX 78542

Lender:

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

Place of Settlement: 3401 N. 10th St.
McAllen, TX 78501

Settlement Date: January 27, 2023

Disbursement Date: January 27, 2023

Property Location: Dollittle Road
edinburg, TX 78539

Hidalgo County, Texas

Lot(s): 8, Block: 39, Phase: 2

Santa Cruz Gardens

Parcel 1 & 2

Dollittle Road

Edinburg, TX 78539

Dollittle Road

Edinburg, TX 78539

ADDENDUM

G.F. No. 0003191761

DATE: January 27, 2023

Dollittle Road, edinburg, TX 78539
Dollittle Road, Edinburg, TX 78539
Dollittle Road, Edinburg, TX 78539

Line 303 Amount: \$5,029.65

Line 603 Amount: \$4,078.00

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



Santa Cruz Irrigation District No. 15 f/k/a Hidalgo
County Irrigation District No. 15

Hidalgo County, Texas

BY: _____
Jose Hinojosa
General Manager

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 Sections 1001 and 1010.

Easement Agreement

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: October 11, 2022

Grantor: SANTA CRUZ IRRIGATION DISTRICT NO. 15 F/K/A HIDALGO COUNTY
IRRIGATION DISTRICT NO. 15

Grantor's Mailing Address: 601 FM 2812
Edinburg, Texas 78542
Hidalgo County

Grantee: HIDALGO COUNTY, TEXAS

Grantee's Mailing Address: 100 N. Clossner
Edinburg, Texas 78539
Hidalgo County

Easement Property: [Sometimes hereinafter the Land]
PARCEL NO. 1:

A 0.078 OF AN ACRE TRACT OF LAND OUT OF THE TWO HUNDRED (200.0') MAIN CANAL RIGHT OF WAY IN BLOCKS 39 AND 40, SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEDICATION RECORDED IN VOLUME 586, PAGE 132, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ORDER AND RESOLUTION RECORDED IN VOLUME 1691, PAGE 718, DEED RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

PARCEL NO. 2:

A 0.078 OF AN ACRE TRACT OF LAND OUT OF THE TWO HUNDRED (200.0') MAIN CANAL RIGHT OF WAY IN BLOCKS 39 AND 40, SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEDICATION RECORDED IN VOLUME 586, PAGE 132, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ORDER AND RESOLUTION RECORDED IN VOLUME 1691, PAGE 718, DEED RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to and egress across the Land.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance: **None**

Exceptions to Warranty: **None**

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with Land, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Land. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Land or any interest therein (as applicable, the "Holder").
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement and the other users agree to bear a proportionate part of the costs of improving and maintaining the Easement.
4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain a road reasonably suited for the Easement Purpose within the Easement Property. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Road Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work. On written request by Holder, the owners of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together constitute this agreement.

11. *Waiver of Default.* A default is not waived if the non-defaulting party fails to declare default immediately or delays in taking any action with respect to the default. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Indemnity.* To the extent permitted under the law, each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party. The obligations of the parties under this provision will survive termination of this agreement.

14. *Survival.* The obligations of the parties in this agreement that cannot be or were not performed before termination of this agreement survive termination of this agreement.

15. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, or neither party is relying on any statements or representations of the other party or any agent of the other party, that are not in this agreement and any exhibits.

16. *Legal Construction.* If any provision in this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

**SANTA CRUZ IRRIGATION
DISTRICT NO. 15**

By: _____
JACK WALLACE, JR.,
President

[ACKNOWLEDGMENT FOLLOWS]

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ of January, 2023, by **JACK WALLACE, JR., President of SANTA CRUZ IRRIGATION DISTRICT NO. 15 F/K/A HIDALGO COUNTY IRRIGATION DISTRICT NO. 15**, a Texas Irrigation District created pursuant to Chapter 58, V.T.C.A. Water Code of Texas, on behalf of such irrigation district.

(SEAL)

Notary Public, State of Texas

[ADDITIONAL SIGNATURE PAGE FOLLOWS]



ACCEPTED BY:

HIDALGO COUNTY, TEXAS

By: _____
Name: _____
Title: _____

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

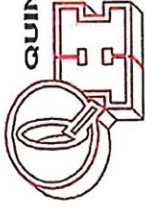
This instrument was acknowledged before me on the _____ day of January, 2023, by _____ of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas, on behalf of such political subdivision.

(SEAL)

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
HIDALGO COUNTY, TEXAS

PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: **GF: 3191761;NM/ah**



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S., Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527

METES AND BOUNDS

**HIDALGO COUNTY PRECINCT No.4
DOOLITTLE ROAD BRIDGE REPLACEMENT
PARCEL No.1**

A 0.078 OF AN ACRE TRACT OF LAND OUT OF THE TWO HUNDRED (200.0') MAIN CANAL RIGHT OF WAY IN BLOCKS 39 AND 40, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEDICATION RECORDED IN VOLUME 586, PAGE 132, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ORDER AND RESOLUTION RECORDED IN VOLUME 1691, PAGE 718, DEED RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST RIGHT OF WAY LINE OF DOOLITTLE ROAD, ON THE NORTH LINE OF A 100.00 FOOT ADDITIONAL RIGHT OF WAY EASEMENT (RECORDED IN VOLUME 1637, PAGE 236, DEED RECORDS, HIDALGO COUNTY, TEXAS) AND ON THE SOUTH LINE OF SAID 200.00 FOOT MAIN CANAL RIGHT OF WAY FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS N 53°31' W, 34.01 FEET FROM THE NORTHEAST CORNER OF LOT 8, BLOCK 39.

THENCE; N 53°31' W, ALONG THE NORTH LINE OF SAID 100.00 FOOT ADDITIONAL RIGHT OF WAY EASEMENT AND THE SOUTH LINE OF SAID 200.00 FOOT MAIN CANAL RIGHT OF WAY, A DISTANCE OF 17.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°23' E, A DISTANCE OF 226.72 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF SAID 200.00 FOOT MAIN CANAL RIGHT OF WAY AND ON THE SOUTH LINE OF PUEBLO ESTATES SUBDIVISION UNIT No.1 (RECORDED IN VOLUME 49, PAGE 78, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 53°31' E, ALONG THE NORTH LINE OF SAID 200.00 FOOT CANAL RIGHT OF WAY AND THE SOUTH LINE OF PUEBLO ESTATES SUBDIVISION UNIT No.1, A DISTANCE OF 17.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST RIGHT OF WAY LINE OF DOOLITTLE ROAD FOR THE NORTHWEST CORNER OF THIS TRACT.

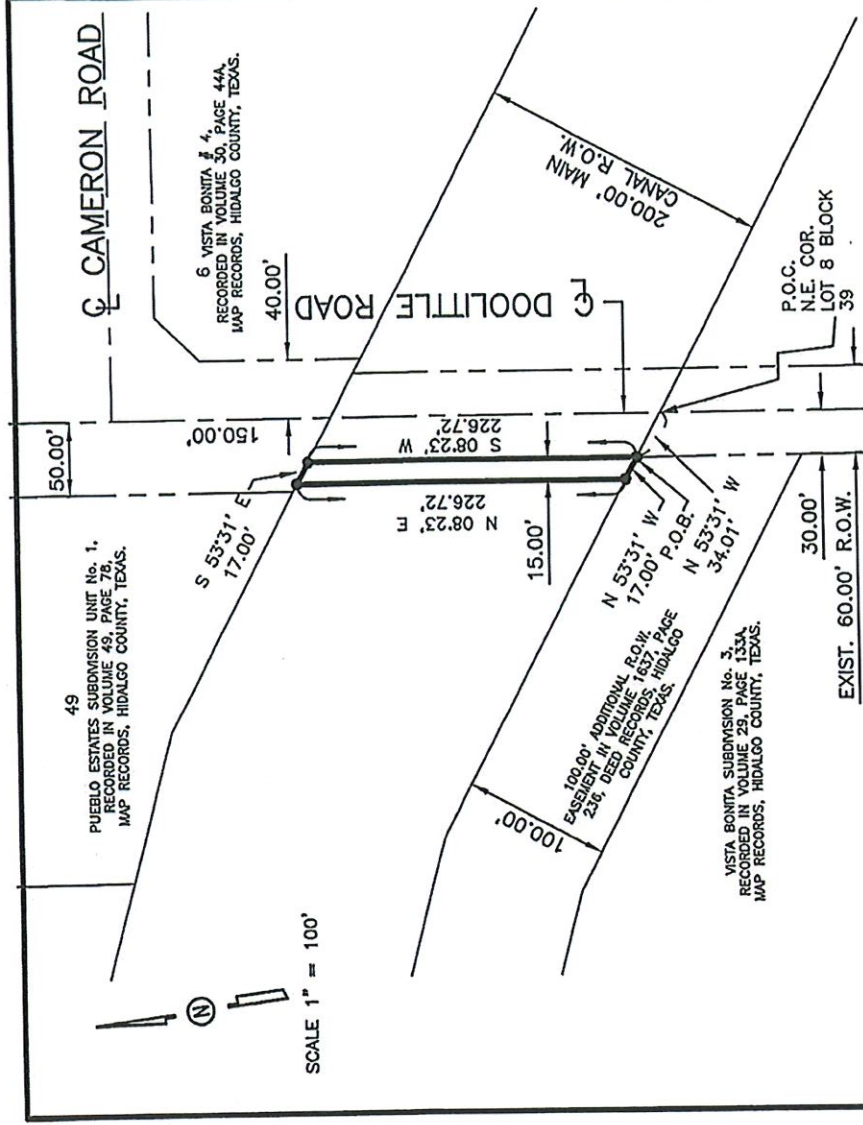
THENCE; S 08°23' W, ALONG THE WEST RIGHT OF WAY LINE DOOLITTLE ROAD, A DISTANCE OF 226.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.078 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VISTA BONITA #4, RECORDED IN VOLUME 30, PAGE 44A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: SEPTEMBER 8, 2021





PLAT SHOWING

A 0.078 OF AN ACRE TRACT OF LAND OUT OF THE TWO HUNDRED (200.0') MAIN CANAL RIGHT OF WAY IN BLOCKS 39 AND 40, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEDICATION RECORDED IN VOLUME 586, PAGE 132, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ORDER AND RESOLUTION RECORDED IN VOLUME 1691, PAGE 718, DEED RECORDS, HIDALGO COUNTY, TEXAS.

HIDALGO COUNTY PRECINCT No. 4
DOOLITTLE ROAD BRIDGE REPLACEMENT
PARCEL No. 1

RIGHT OF WAY EASEMENT GRANTED TO TEXAS EASTERN TRANSMISSION CORPORATION, RECORDED IN VOLUME 906, PAGE 219, DEED RECORDS, HIDALGO COUNTY, TEXAS.
(APPLY-BLANKET)

FLOOD ZONE DESIGNATION: ZONE " AE"
BASE FLOOD ELEVATIONS DETERMINED.
(ELEV.= 83)

COMMUNITY-PANEL NUMBER 480334 0325 D
MAP REVISED: MAY 17, 2001

BEARINGS ARE IN ACCORDANCE WITH VISTA BONITA #4, RECORDED IN VOLUME 30, PAGE 44A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION, AND THERE ARE NOT ANY DISCREPANCIES, CONFLICTS, EASEMENTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR ANY OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.

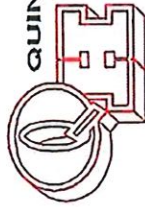


Alfonso Quintanilla
ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 8 PAGES 28 & 29
SURVEYED SEPTEMBER 8, 2021
ADDRESS _____
OWNER _____
JOB No. G.F. No. TE0003191761
BOOK No. _____ PAGE _____
Z:\data\p\hc\PRECINCT 4\2020-2021 ON CALL SURVEYING SERVICES C20-236-12-22\Doolittle Road Bridge\DOOLITTLE BRIDGE



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QCHA-ENG.COM



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers * Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S., Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects * Subdivisions * Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-4527

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
DOOLITTLE ROAD BRIDGE REPLACEMENT
PARCEL No.2

A 0.078 OF AN ACRE TRACT OF LAND OUT OF THE TWO HUNDRED (200.0') MAIN CANAL RIGHT OF WAY IN BLOCKS 39 AND 40, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEDICATION RECORDED IN VOLUME 586, PAGE 132, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ORDER AND RESOLUTION RECORDED IN VOLUME 1691, PAGE 718, DEED RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST RIGHT OF WAY LINE OF DOOLITTLE ROAD AND ON THE SOUTH LINE OF SAID 200.00 FOOT MAIN CANAL RIGHT OF WAY FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 53°29'32" E, 34.02 FEET FROM THE NORTHWEST CORNER OF LOT 18, BLOCK 40.

THENCE; N 08°23' E, ALONG THE EAST RIGHT OF WAY LINE OF DOOLITTLE ROAD, A DISTANCE OF 226.78 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF SAID 200.00 FOOT MAIN CANAL RIGHT OF WAY AND ON THE SOUTH LINE OF VISTA BONITA #4, A DISTANCE OF 17.01 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 53°29'32" E , ALONG THE NORTH LINE OF SAID 200.00 FOOT MAIN CANAL RIGHT OF WAY AND THE SOUTH LINE OF VISTA BONITA #4, A DISTANCE OF 17.01 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°23' W, A DISTANCE OF 226.78 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF SAID 200.00 FOOT MAIN CANAL RIGHT OF WAY FOR THE SOUTHEAST CORNER OF THIS TRACT.

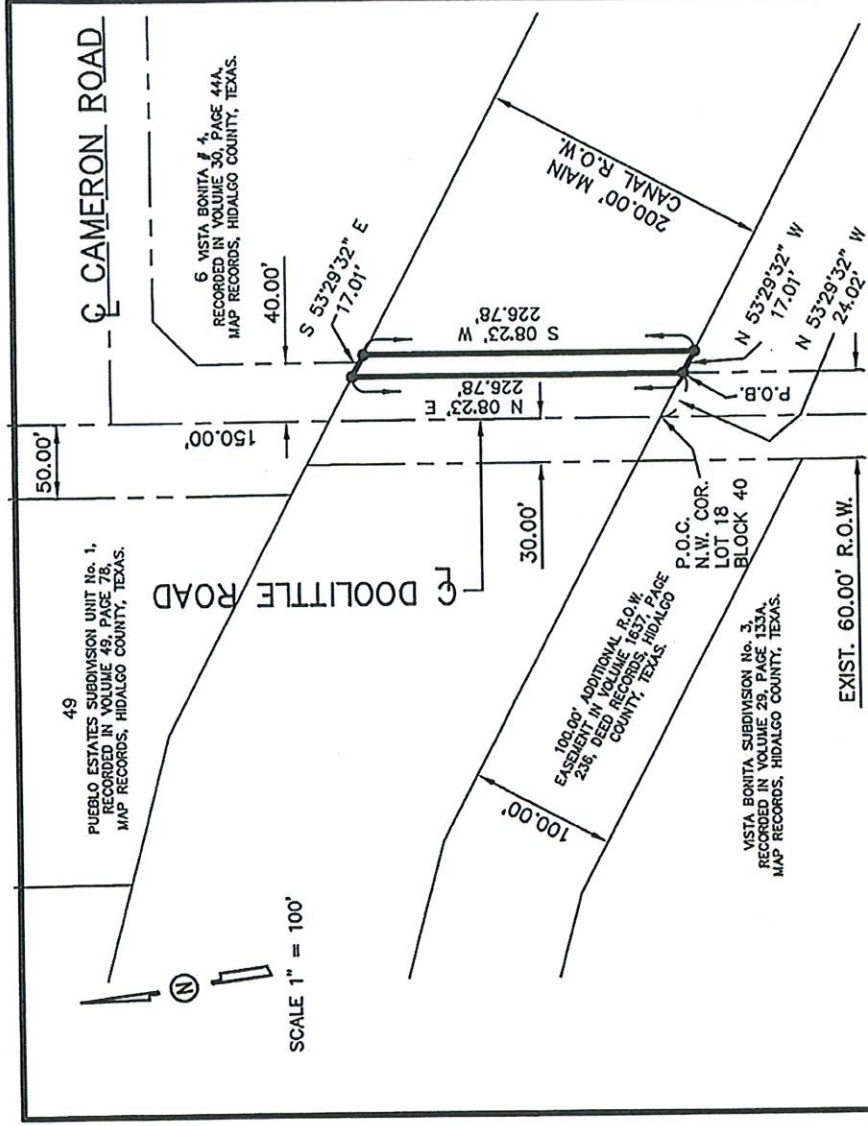
THENCE; N 53°29'32" W, ALONG THE SOUTH LINE OF SAID 200.00 FOOT MAIN CANAL RIGHT OF WAY , A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.078 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VISTA BONITA #4, RECORDED IN VOLUME 30, PAGE 44A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: SEPTEMBER 8, 2021





PLAT SHOWING

A 0.078 OF AN ACRE TRACT OF LAND OUT OF THE TWO HUNDRED (200.0') MAIN CANAL RIGHT OF WAY IN BLOCKS 39 AND 40, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEDICATION RECORDED IN VOLUME 586, PAGE 132, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ORDER AND RESOLUTION RECORDED IN VOLUME 1691, PAGE 718, DEED RECORDS, HIDALGO COUNTY, TEXAS.

HIDALGO COUNTY PRECINCT No. 4
DOOLITTLE ROAD BRIDGE REPLACEMENT
PARCEL No. 2

RIGHT OF WAY EASEMENT GRANTED TO TEXAS EASTERN
TRANSMISSION CORPORATION, RECORDED IN VOLUME 906,
PAGE 219, DEED RECORDS, HIDALGO COUNTY, TEXAS.
(APPLY-BLANKET)

FLOOD ZONE DESIGNATION: ZONE " AE"
BASE FLOOD ELEVATIONS DETERMINED.
(ELEV.= 83)

COMMUNITY-PANEL NUMBER 480334 0325 D
MAP REVISED: MAY 17, 2001

BEARINGS ARE IN ACCORDANCE WITH VISTA BONITA #4,
RECORDED IN VOLUME 30, PAGE 44A, MAP RECORDS,
HIDALGO COUNTY, TEXAS.

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

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL
LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING
PLAT TO BE A TRUE AND CORRECT REPRESENTATION
OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL
SURVEY DONE ON THE GROUND UNDER MY DIRECTION,
AND THERE ARE NOT ANY DISCREPANCIES, CONFLICTS,
EASEMENTS, OR SHORTAGES IN AREA OR BOUNDARY
LINES, OR ANY ENCROACHMENTS, OR ANY
OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON
THIS PLAT.



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 8 PAGES 28 & 29
SURVEYED SEPTEMBER 8, 2021
ADDRESS _____
OWNER _____
JOB No. G.F. No. TE0003191761
BOOK No. _____ PAGE _____
Z:\data\p\HC\PRECINCT 4\2020-2021 ON CALL SURVEYING SERVICES C20-236-12-22 Doolittle Road Bridge\DOOLITTLE BRIDGE



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539

ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

ALFONSO@QHA-ENG.COM
PHONE 956-381-6480
FAX 956-381-0527

SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2023
OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS

74-1649949
0003191761

Filer's Federal Tax ID Number:
Order Number:

Sierra Title of Hidalgo County, Inc.
3401 N. 10th Street
McAllen, TX 78501
956-682-8321

SELLER/TRANSFEROR'S NAME AND ADDRESS

Transferor's Federal Tax ID Number: _____

Santa Cruz Irrigation District No. 15
601 FM 2812
Edinburg, TX 78542

1) Date of Closing:	2) Gross Proceeds:	4) X here if property or services received:	5) X here if foreign person:	6) Buyer's part of real estate tax:
01/27/23	4,078.00			0.00
3) Address or Legal Description: Dollittle Road/edinburg TX 78539				

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE SIERRA TITLE OF HIDALGO COUNTY, INC. WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Santa Cruz Irrigation District No. 15 f/k/a
Hidalgo
County Irrigation District No. 15

BY: _____
Jose Hinojosa
General Manager

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 taxpayer identification number. For your protection, this form may show only the last four digits of your TIN (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 TIN to the IRS.

Account number. May show an account or other unique number the filer assigned to distinguish your account.

Box 1. Shows the date of closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.

Box 3. Shows the address or legal description of the property transferred.

Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Box 5. If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).

For Paperwork Reduction Act Notice, see the **2023 General Instructions for Certain Information Returns.**

Box 6. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 6 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of the appropriate income tax form. For more information, see Pub. 523, Pub. 525, and Pub. 530.

For Paperwork Reduction Act Notice, see the 2023 General Instructions for Certain Information Returns.

W-9

Form
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Santa Cruz Irrigation District No. 15

2 Business name/disregarded entity name, if different from above

See Specific Instructions on page 3
Print or type.

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

Individual/sole proprietor or single-member LLC

C Corporation

Partnership

Trust/estate

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 owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC 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) ►

(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

5 Address (number, street, and apt. or suite no.) See instructions.

601 FM 2812

6 City, state, and ZIP code

Edinburg, TX 78542

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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.

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.

Social security number

OR

Employer identification number

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.

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.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

TAX PRORATION AGREEMENT

To: **Sierra Title of Hidalgo County, Inc.**

RE: GF No 3191761

Date: January _____, 2023

Property:

TRACT 1 - PARCEL NO. 1:

EASEMENT ESTATE ONLY, created in _____ dated _____, by and between _____, Grantors and _____, Grantee; said _____ filed for record in the Office of the County Clerk of Hidalgo County, Texas on _____, under Clerk's File No. _____, affecting the following described property:

A 0.078 OF AN ACRE TRACT OF LAND OUT OF THE TWO HUNDRED (200.0') MAIN CANAL RIGHT OF WAY IN BLOCKS 39 AND 40, SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEDICATION RECORDED IN VOLUME 586, PAGE 132, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ORDER AND RESOLUTION RECORDED IN VOLUME 1691, PAGE 718, DEED RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS. **SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL NO. 1.**

TRACT 2 - PARCEL NO. 2:

EASEMENT ESTATE ONLY, created in _____ dated _____, by and between _____, Grantors and _____, Grantee; said _____ filed for record in the Office of the County Clerk of Hidalgo County, Texas on _____, under Clerk's File No. _____, affecting the following described property:

A 0.078 OF AN ACRE TRACT OF LAND OUT OF THE TWO HUNDRED (200.0') MAIN CANAL RIGHT OF WAY IN BLOCKS 39 AND 40, SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEDICATION RECORDED IN VOLUME 586, PAGE 132, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ORDER AND RESOLUTION RECORDED IN VOLUME 1691, PAGE 718, DEED RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS. **SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL NO. 2.**

*****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 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):

Santa Cruz Irrigation District No. 15 f/k/a Hidalgo
County Irrigation District No.15

Jose Hinojosa, General Manager

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the ____ day of January, 2023 by Jose Hinojosa, General Manager of Santa Cruz Irrigation District No. 15 f/k/a Hidalgo County, Irrigation District No. 15

NOTARY PUBLIC, STATE OF CALIFORNIA

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the ____ day of January, 2023, by

NOTARY PUBLIC, STATE OF TEXAS



PURCHASER(S):
Hidalgo County, Texas

BY: _____
Richard F. Cortez, County Judge



STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the ____ day of January, 2023, by Richard F. Cortez,
County Judge of Hidalgo County, Texas.

NOTARY PUBLIC, STATE OF TEXAS

AFFIDAVIT AND INDEMNITY AS TO DEBTS, LIENS AND POSSESSION
(USE SEPARATE FORM FOR EACH PARTY)
TO BE FILLED IN PERSONALLY BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING

File No.: 0003191761

Lot 18, Block 40 Santa Cruz Gardens Phase 2
SUBJECT PROPERTY: Lot(s): 8, Block: 39, Phase: 2 Santa Cruz Gardens
Lots 9, Block 39 , Santa Cruz Gardens Phase 2
Parcel 1 & 2

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority on this day personally appeared Santa Cruz Irrigation District No. 15 f/n/a Hidalgo County Irrigation District. No. 15.

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

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

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

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

Creditor
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:
601 FM 2812, Edinburg, TX 78542

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

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

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

Santa Cruz Irrigation District No. 15 f/k/a Hidalgo
County Irrigation District No. 15

BY: _____
Jose Hinojosa
General Manager

SUBSCRIBED AND SWORN to before me, this ____ day of January, 2023, by Jose A. Hinojosa, General Manager for Santa Cruz Irrigation District No. 15 F/N/A Hidalgo County Irrigation District No. 15.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the ____ day of January 2023, by Jose A. Hinojosa, General Manager for Santa Cruz Irrigation District No. 15 F/N/A Hidalgo County Irrigation District No. 15.

NOTARY PUBLIC, STATE OF TEXAS

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

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

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

Revised 01/02

HUD-1 SETTLEMENT STATEMENT ADDENDUM

January 27, 2023

RE: GF NO.: 0003191761

Lot 18, Block 40 Santa Cruz Gardens Phase 2
SUBJECT PROPERTY: Lot(s): 8, Block: 39, Phase: 2 Santa Cruz Gardens
Lots 9, Block 39 , Santa Cruz Gardens Phase 2
Parcel 1 & 2



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

Hidalgo County, Texas
Santa Cruz Irrigation District No. 15 f/k/a Hidalgo County Irrigation District No. 15

BY: _____
Richard F. Cortez
County Judge
BY: _____
Jose Hinojosa
General Manager

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

Settlement Agent _____ Date _____

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

TAX INFORMATION AND PRORATION AGREEMENT

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

PURCHASER: TO CLAIM HOMESTEAD EXEMPTION, RENDER AT HIDALGO COUNTY APPRAISAL DISTRICT, 4405 S. PROFESSIONAL DRIVE, EDINBURG, TX 78540, AS SOON AS POSSIBLE. REGARDLESS OF HOMESTEAD STATUS, PURCHASER UNDERSTANDS THAT IT IS THEIR DUTY TO RENDER THIS PROPERTY FOR ALL PURPOSES BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR TO THE APPROPRIATE TAXING BODIES, CLAIMING WHAT OTHER EXEMPTIONS TO WHICH THEY MIGHT BE ENTITLED, AND TO VERIFY THE ASSESSMENT.



SELLER AGREES TO INDEMNIFY BUYER FOR ANY AND ALL PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY. THAT THE OWNERS TITLE POLICY IS SUBJECT TO SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

Hidalgo County, Texas
Santa Cruz Irrigation District No. 15 f/k/a Hidalgo County Irrigation District No. 15

BY: _____
Richard F. Cortez
County Judge
BY: _____
Jose Hinojosa
General Manager

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

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.

SUBJECT P Lot 18, Block 40 Santa Cruz Gardens Phase 2
ROPERTY: Lot(s): 8, Block: 39, Phase: 2 Santa Cruz Gardens
Lots 9, Block 39 , Santa Cruz Gardens Phase 2
Parcel 1 & 2

Date: January 27, 2023

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



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

Hidalgo County, Texas

Santa Cruz Irrigation District No. 15 f/k/a Hidalgo
County Irrigation District No. 15

BY: _____
Richard F. Cortez
County Judge

BY: _____
Jose Hinojosa
General Manager

DISPUTE RESOLUTION BY BINDING ARBITRATION

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



Hidalgo County, Texas

Santa Cruz Irrigation District No. 15 f/k/a Hidalgo
County Irrigation District No. 15

BY: _____
Richard F. Cortez
County Judge

BY: _____
Jose Hinojosa
General Manager

SIERRA TITLE OF HIDALGO COUNTY, INC.

TITLE COMPANY DISCLOSURES

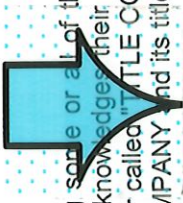
GUARANTY FILE NO.: 0003191761

SELLER (whether one or more): Santa Cruz Irrigation District No. 15 f/n/a Hidalgo County Irrigation District. No. 15

BUYER (whether one or more): Hidalgo County, Texas

LENDER:

SUBJECT PROPERTY: Lot 18, Block 40 Santa Cruz Gardens Phase 2
Parcel 1 & 2
INITIALS (s): 8, Block: 39, Phase: 2 Santa Cruz Gardens
HERE Parcel 1 & 2



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

**Buyer's
Initials**

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

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

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

**Buyer's
Initials**

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

**Buyer's
Initials**

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



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.

Not

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

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

Seller's Initials _____
 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).

Buyer's Initials _____

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.

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.

Buyer's Initials _____

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

Seller's Initials _____
 Buyer's Initials _____

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.

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).

Buyer's Initials _____

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.

**INITIAL
HERE**



Seller's
Initials

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

Seller's
Initials

Buyer's
Initials

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

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

Santa Cruz Irrigation District No. 15 f/k/a Hidalgo
County Irrigation District No. 15

BY: _____
Jose Hinojosa
General Manager

SUBSCRIBED AND SWORN to before me, this _____ day of January, 2023, by Jose A. Hinojosa, General
Manager for Santa Cruz Irrigation District No. 15 F/N/A Hidalgo County Irrigation District No. 15.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the _____ day of January 2023, by Jose A. Hinojosa, General
Manager for Santa Cruz Irrigation District No. 15 F/N/A Hidalgo County Irrigation District No. 15.



Hidalgo County, Texas

BY: _____
Richard F. Cortez
County Judge

SUBSCRIBED AND SWORN to before me, this ____ day of January, 2023, by Richard F. Cortez,
Judge for Hidalgo County, Texas.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the ____ day of January, 2023, by Richard F. Cortez,
County Judge for Hidalgo County, Texas.

NOTARY PUBLIC, STATE OF TEXAS

NOTARIZE



NOTARIZE



DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title 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 the 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."

I request deletion of the Arbitration provision.

SIGNATURE: _____

DATE: _____



DATE: January 27, 2023

SUBJECT: HIDALGO COUNTY SUBDIVISION REGULATIONS

RE: 0003191761

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

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

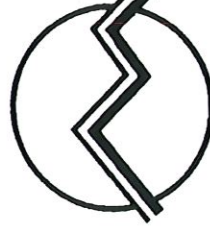
Hidalgo County, Texas

BY: _____
Richard F. Cortez
County Judge



Subdivision Regulation Letter

0003191761



SIERRA TITLE COMPANY

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

EXECUTED LETTER PERTAINING TO:

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

DATE: January _____, 2023

BUYER(S)/BORROWER(S): City of Mission, Texas, a municipal corporation

GF NUMBER: 3191761

PROPERTY:

TRACT 1 - PARCEL NO. 1:

EASEMENT ESTATE ONLY, created in _____ dated _____, by and between _____, Grantors and _____, Grantee; said _____ filed for record in the Office of the County Clerk of Hidalgo County, Texas on _____, under Clerk's File No. _____, affecting the following described property:

A 0.078 OF AN ACRE TRACT OF LAND OUT OF THE TWO HUNDRED (200.0') MAIN CANAL RIGHT OF WAY IN BLOCKS 39 AND 40, SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS HIDALGO COUNTY, TEXAS; AND ACCORDING TO DEDICATION RECORDED IN VOLUME 586, PAGE 132, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ORDER AND RESOLUTION RECORDED IN VOLUME 1691, PAGE 718, DEED RECORDS, HIDALGO COUNTY, TEXAS; REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS. **SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL NO. 1.**

TRACT 2 - PARCEL NO. 2:

EASEMENT ESTATE ONLY, created in _____ dated _____, by and between _____, Grantors and _____, Grantee; said _____ filed for record in the Office of the County Clerk of Hidalgo County, Texas on _____, under Clerk's File No. _____, affecting the following described property:

A 0.078 OF AN ACRE TRACT OF LAND OUT OF THE TWO HUNDRED (200.0') MAIN CANAL RIGHT OF WAY IN BLOCKS 39 AND 40, SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEDICATION RECORDED IN VOLUME 586, PAGE 132, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ORDER AND RESOLUTION RECORDED IN VOLUME 1691, PAGE 718, DEED RECORDS, HIDALGO COUNTY, TEXAS; REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS. **SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL NO. 2.**

SIERRA TITLE OF HIDALGO COUNTY, INC. hereby advises that this property may be subject to Subdivision Regulations of the County of Hidalgo and/or ordinance or governmental regulations of the City wherein the subject property lies or holds extra-territorial jurisdiction.

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the appropriate department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

Hidalgo County, Texas

BY: _____
Richard F. Cortez, County Judge

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the ____ day of January, 2023 Richard F. Cortez,
County Judge of Hidalgo County, Texas.

NOTARY PUBLIC, STATE OF TEXAS



WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: Fidelity National Title ("Title Insurer")
Sierra Title of Hidalgo County, Inc. ("The Company")
RE: Santa Cruz Irrigation District No. 15 f/n/a Hidalgo County Irrigation District. No. 15 to Hidalgo County, Texas

GF (File) No.: 0003191761

Land: TRACT 1 - PARCEL NO. 1:

EASEMENT ESTATE ONLY, created in _____ dated _____, by and between _____, Grantors and _____, Grantee; said _____ filed for record in the Office of the County Clerk of Hidalgo County, Texas on _____, under Clerk's File No. _____, affecting the following described property:

A 0.078 OF AN ACRE TRACT OF LAND OUT OF THE TWO HUNDRED (200.0') MAIN CANAL RIGHT OF WAY IN BLOCKS 39 AND 40, SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEDICATION RECORDED IN VOLUME 586, PAGE 132, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ORDER AND RESOLUTION RECORDED IN VOLUME 1691, PAGE 718, DEED RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL NO. 1.

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.

TRACT 2 - PARCEL NO. 2:

EASEMENT ESTATE ONLY, created in _____ dated _____, by and between _____, Grantors and _____, Grantee; said _____ filed for record in the Office of the County Clerk of Hidalgo County, Texas on _____, under Clerk's File No. _____, affecting the following described property:

A 0.078 OF AN ACRE TRACT OF LAND OUT OF THE TWO HUNDRED (200.0') MAIN CANAL RIGHT OF WAY IN BLOCKS 39 AND 40, SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEDICATION RECORDED IN VOLUME 586, PAGE 132, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ORDER AND RESOLUTION RECORDED IN VOLUME 1691, PAGE 718, DEED RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL NO. 2.

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

1. Waiver of Inspection

You may refuse to accept an exception to the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. Receipt of Commitment

Waiver of Inspection

0003191761

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. Survey

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. Arbitration

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

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not contracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that our intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Date: January 27, 2023

Signature:

Hidalgo County, Texas

BY: _____
Richard F. Cortez
County Judge



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

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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

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



Authorized Signature

Fidelity National Title Insurance Company



By:



President

ATTEST



Secretary

CONDITIONS AND STIPULATIONS

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



FIDELITY NATIONAL TITLE INSURANCE COMPANY

TEXAS TITLE INSURANCE INFORMATION

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 título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FIDELITY NATIONAL TITLE
SCHEDULE A**

GF No.: 0003191761

Effective Date: January 16, 2023

Commitment No. 0003191761, issued January 25, 2023, 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: \$4,078.00

PROPOSED INSURED: Hidalgo County, Texas

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

Policy Amount:

PROPOSED INSURED:

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:

Easement Estate

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

Santa Cruz Irrigation District No. 15 formerly known as Hidalgo County Irrigation District No. 15

SCHEDULE A
(Continued)

4. Legal description of land:

TRACT 1 - PARCEL NO. 1:

EASEMENT ESTATE ONLY, created in _____ dated _____, by and between _____, Grantors and _____, Grantee; said _____ filed for record in the Office of the County Clerk of Hidalgo County, Texas on _____, under Clerk's File No. _____, affecting the following described property:

A 0.078 OF AN ACRE TRACT OF LAND OUT OF THE TWO HUNDRED (200.0') MAIN CANAL RIGHT OF WAY IN BLOCKS 39 AND 40, SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEDICATION RECORDED IN VOLUME 586, PAGE 132, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ORDER AND RESOLUTION RECORDED IN VOLUME 1691, PAGE 718, DEED RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL NO. 1.

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.

TRACT 2 - PARCEL NO. 2:

EASEMENT ESTATE ONLY, created in _____ dated _____, by and between _____, Grantors and _____, Grantee; said _____ filed for record in the Office of the County Clerk of Hidalgo County, Texas on _____, under Clerk's File No. _____, affecting the following described property:

A 0.078 OF AN ACRE TRACT OF LAND OUT OF THE TWO HUNDRED (200.0') MAIN CANAL RIGHT OF WAY IN BLOCKS 39 AND 40, SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEDICATION RECORDED IN VOLUME 586, PAGE 132, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ORDER AND RESOLUTION RECORDED IN VOLUME 1691, PAGE 718, DEED RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL NO. 2.

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.

SCHEDULE B

GF No.: 0003191761

Commitment No.: 0003191761

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 2023, 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 2023, 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 Owners Title Policy Only)
 - b. Right of way easement granted to Texas Eastern transmission Corporation, a Delaware Corporation, by Tip O' Tex Realty Co., dated October 30, 1957, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 906, Page 219, Deed Records Hidalgo County, Texas.
 - c. Easements and Conditions as shown on the Map or Plat thereof, filed for record in Volume 8, Pages 28-29, Map Records Hidalgo County, Texas.
 - d. Easements, rights, rules and regulations in favor of Santa Cruz Irrigation District No. 15.
 - e. Easements or claims of easements which are not a part of the public record.
 - f. 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.
 - g. Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.
 - h. Prescriptive rights for roads, public or private, ditches, canals and/or utilities which are not a part of the public record, but visible from an inspection of the proposed insured land(s) or revealed by a proper survey.
 - i. 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.

SCHEDULE B
(Continued)

j.

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of Hidalgo County, Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to \$ _____. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

(OWNER POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS).

k.

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of Hidalgo County, Texas, prior to the date heretofrom;

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

(LOAN POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).

l.

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

SCHEDULE C

Commitment No.: 0003191761

GF No.: 0003191761

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. Upon conveyance of the proposed easement estate covering the subject property, you should secure executed letter from the Purchasers stating that they are aware of the Commissioners' Court Subdivision Regulations and of the City's Zoning Ordinances and Subdivision Regulations.
REQUIRED verification that the proposed easement estate will cover all of the property shown in this commitment; otherwise, **REQUIRED** survey, complete with the correct metes and bounds description, of subject property. Subject to platting and approving said survey and metes and bounds description and, subject to possible additional requirements and/or exceptions.
A copy of the proposed easement document should be provided to this Company for review.
6. With respect to Santa Cruz Irrigation District No. 15 formerly known as Hidalgo County Irrigation District No. 15, the Title Company will require:
 - a) Satisfactory evidence that the Certificate of Incorporation or a Certificate of Authority to Transact Business, if a foreign corporation, is on file with the office of the Secretary of State;
 - b) Satisfactory evidence from the office of the Comptroller of Public Accounts that the corporation is in good standing with the state (i.e. a Certificate of Good Standing);
 - c) A copy of the Articles of Incorporation, and any amendments thereto;
 - d) A copy of the By-Laws for the corporation; and,
 - e) An appropriate Corporation Resolution from the board of directors, authorizing the party(ies) to act on behalf of the corporation.

SCHEDULE C
(Continued)

7. In connection with the proposed conveyance of the subject property by Hidalgo County Precinct No. 4, the following information is required for further examination and possible additional requirements:
- a.) Certified copies of the minutes of the Hidalgo County Commissioner's Court resolving the acquisition and purchase of the subject property.
 - b.) Who is the Officer legally authorized to execute the conveyance?
 - c.) Is any special recital necessary to be in compliance with statutes and/or Charter?
 - d.) Is any special acknowledgment necessary?
 - e.) Does the consent or approval of any other governmental authority need to be obtained in connection with the transaction?
8. Upon sale of subject property, you should secure executed letter from the Purchasers stating that they are aware of the Commissioners' Court Subdivision Regulations and of the City's Zoning Ordinances and Subdivision Regulations.
9. 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.
10. 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.
11. Beginning January 1, 2004, all deeds, mortgages, and deeds of trust must include the following Notice on the front of the documents:
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

SCHEDULE D

Commitment No.: 0003191761

GF No.: 0003191761

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

1. The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:
Shareholders: Fidelity National Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.
Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan
Officers: Randal Raymond Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy
2. As to Sierra Title of Hidalgo County, Inc. (Title Insurance Agent), the following disclosures are made:
- B-1. Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows: James M. Moffitt, John Robert King, Elizabeth King, W. D. Moschel, Lynda Moore, Estate of Sadie Friedrichs.
- 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, 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
	Secretary, Treasurer	James M. Moffitt	Chairman of the Board
W.D. Moschel	Vice President		
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

Owner's Policy	\$	328.00
Total	\$	328.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
%		Services Rendered

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

SCHEDULE D
(Continued)

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

FORM T-7: Commitment for Title Insurance
Schedule D

0003191761

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

Commitment No.: 0003191761

GF No.: 0003191761

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



FIDELITY NATIONAL TITLE INSURANCE COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

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

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

The arbitration provision in the Policy is as follows:

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

Dated: _____

Signature _____

Privacy Statement

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

Personal Information Collected

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

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

Disclosure of Personal Information

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

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

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

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

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

Confidentiality and Security of Personal Information

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

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

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

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

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

Changes to this Privacy Statement

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

**FIDELITY
NATIONAL
TITLE
INSURANCE
COMPANY**



Fidelity National Title
INSURANCE COMPANY

12404 Park Central Drive, Ste. 200 S
Dallas, TX 75251

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

Commitment For Title Insurance (T-7)

0003191761