



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

June 11, 2025

Everardo "Ever" Villarreal
Hidalgo County Commissioner, Pct.#3
724 N. Breyfogle
Mission, TX 78574

RE: Shary Road- Right-of- way Acquisition Parcel 19

Commissioner Villarreal:

Attached herewith is a counteroffer as submitted by Rogelio Martinez and Feliciano Martinez, owners of Parcel 19 on May 08, 2025. Sames, Inc. has reviewed the aforementioned and hereby recommends that counteroffer be Approved. Attached also is the N-9, Administrative Settlement Evaluation and Approval Form.

We recommend that the counteroffer of \$28,00.00 be accepted. We feel that the counteroffer submitted by property owner is within reasonable amount.

Should you have any questions or concerns feel free to contact our office at 956-702-8880.

Sincerely,

A handwritten signature in blue ink, appearing to read "Samuel D. Maldonado", written over a horizontal line.

FOR: _____
Samuel D. Maldonado, PE, RPLS
CEO
SAMES, Inc.



HIDALGO COUNTY ADMINISTRATIVE EVALUATION AND APPROVAL FORM

ROW CSJ: N/A

Highway: Shary Road

Parcel No.: 19

Owner's Name: Rogelio

Martinez and Feliciano Martinez

Approved Offer: \$20,304.00

Owner's Counteroffer:
\$28,000.00

County: Hidalgo

Project Limits: From Mile 7 Rd To Mile 9 Rd

Date Offer Sent: 2/3/2025

Date Counteroffer Received:

5/8/2025

Factors considered in evaluation:

1. Valuation Issues

- a. Reconciliation of all available appraisals, including Owner's.
- b. Other: Property owner feels that their land was undervalued.

2. Legal Issues

- a. Analysis of recent court awards on similar properties or projects.
- b. Analysis of recent court decisions which may affect the outcome of a condemnation action.
- c. Analysis of previously unlitigated issues.
- d. Other: _____

3. Cost Savings

- a. Approximate cost to litigate through Special Commissioners' Hearing \$20,000.00
- b. Approximate additional cost to litigate through jury trial \$40,000.00
- c. Other: _____

4. Timing Issues

- a. Maintain project schedule: Yes
Possession of this property is needed by: 07/2025
Projected possession date, if settled is: 08/2025
Projected possession date, if condemned is: 09/2025
Letting date: 2025
- b. Other: _____

5. Other Issues

** The following documents have been considered and are incorporated by reference: appraisals, appraisal review form, owner's counteroffer and supporting documentation, negotiator's log, and _____

Analysis and Conclusion:

Our approval/ disapproval recommendation is based on the items checked above and has been evaluated as follows: (attach additional sheets as necessary)

Parcel 19 is 3,388.79 sq. ft. or 0.08 of one parcel of land comprised of a 0.50 acre tract of land, out of lot 525, John H. Shary Subdivision, as recorded in Volume 1, Page 17, Hidalgo County, Map Records, Texas. On February 3, 2025, De Leon Right of Way Services, Inc., Acquisition Provider for the County, made an offer of \$20,304.00 to owners of record, Rogelio Martinez and Feliciano Martinez, via certified mail. Rogelio Martinez submitted a counteroffer stating that he felt land was undervalued. Rogelio Martinez and Feliciano Martinez has requested an additional \$7,696.00 for at total counteroffer of \$28,000.00. After discussion and review by the evaluation team, it is the recommendation that the administrative settlement be approved. We believe that the proposed counteroffer is within a reasonable range and seek the County's consideration for approval. This amount does not warrant the risk and added expenses associated with standard eminent domain proceedings. Accepting said counter offer will help avoid project time delays, and associated condemnation proceedings, thus resulting in a cost savings to the county.

This administrative settlement of \$28,000.00 is / is not recommended for approval as being reasonable, justified, prudent and in the public interest.

RECOMMENDATION(S)

Project Engineer/ROW Administrator

Date

RPIC/Authorized Pct. Representative

Date

COUNTY APPROVAL:

County Judge

Date

MAY 8, 2025

TO whom it may concern:

I am MR. Rogelio MARTINEZ,
Owner of the property on
12128 N. SHARY Rd. Mission, TX.
78573. I received an offer for
the purchase of Right-OF-WAY
for the expansion of SHARY Rd.
I would like to submit this
counteroffer in the amount of
\$28,000 instead of the \$20,304 that
was proposed. Because of the
value of the land steadily going
up, I feel this is fair for
the purchase of my property.
Let me know if you have any
questions.

X Rogelio Martinez & F.M.
956-240-1756

Please Note: This also includes the
additional caliche in my front VARR

COUNTEROFFER SUMMARY

SHARY ROAD PROJECT FM 494

County: Hidalgo

Parcel No: 19

Federal Project No.: N/A

From: Mile 7 Road

Highway: Shary Road

To: Mile 9 Road

Original Offer Amount: \$20,304.00

Counteroffer Amount: \$28,000.00

Parcel 19 is owned by Rogelio & Feliciano Martinez and is located at 12128 N. Shary Road, Mission; along FM 494 Shary Road. The whole property is made up of 21,780 sq feet. The subject property is currently used as Residential.

The property to be acquired contains 3,388 sq ft.; therefore, the remainder property will consist of 18,392 sq. ft. The appraised value for the land to be acquired is \$12,709.00, based on \$3.75 sq ft. Additional compensation was provided for the caliche drive.

The property owner submitted a counteroffer in the amount of \$28,000.00. This counteroffer is based on the property owner's disagreement with the value of the property of \$3.75 per sq. ft. Even though it was requested, no supporting documentation was provided by the property owner to support a higher price per sq. ft.

Given the need to access this parcel in the shortest time possible, given the cost of condemnation, and given the minimal increase, acceptance of this counteroffer is recommended.

Sincerely,

Eddie De León

Eddie De León, Broker, R/W-NAC
Right of Way Manager/Acquisition Agent
De Leon Right of Way Services, Inc.
Subcontractor for:
SAMES ENGINEERING

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: 12128 North Shary Road
 Property Owner: Rogelio Martinez & Feliciano Martinez
 Address of Property Owner: 12128 North Shary Road, Mission, Texas
 78573-7999
 Occupant's Name: Rogelio Martinez & Feliciano Martinez
 Whole: Partial: Acquisition
 District: Pharr
 Parcel: 19
 ROW CSJ:
 Federal Project No: N/A
 Highway: FM 494 (Shary Road) County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas, and Sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is \$20,304 as of December 13, 2024, based upon my independent appraisal and the exercise of my professional judgment;

That on December 13, 2024, I personally inspected in the field the property herein appraised; that I afforded Rogelio Martinez & Feliciano Martinez, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on November 15, 2024;

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of SAMES Engineering, and/or their representatives, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No.
2. If so, is the denial of direct access material? Not Applicable.
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$ 0.00.

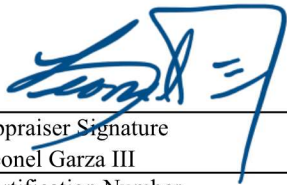
I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.



 Appraiser Signature
 Leonel Garza III

 Certification Number
 TX-1328375 G

 Date: January 20, 2025

To the best of my knowledge, the value does not include any items which are not compensable under State law.	
_____ Reviewing Appraiser	_____ Date



County: Hidalgo
Highway: FM0494
Project Limits:
RCSJ No.:

PROPERTY DESCRIPTION FOR
PARCEL 19

Being a 0.08 of an acre (3,388.79sq. ft.) parcel of land comprised of a 0.50 acre tract of land, out of lot 525, John H. Shary Subdivision, as recorded in Volume 1, Page 17, Hidalgo County, Map Records, Texas, said 0.08 of an acre parcel of land, conveyed to Martinez Rogelio and Feliciano, as recorded in Warranty Deed Number 1260319, Official Records, Hidalgo County, Texas, and being more particularly described by metes and bounds, as follows;

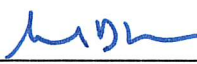
COMMENCING, at the common corners of lots 514, 515, 524, and 525, John H. Shary Subdivision, as recorded in Volume 1, Page 17, Hidalgo County, Map Records, Texas, said point being the Southwest corner of lot 525, **THENCE**, South 80°57'43" East, along the common line of said lots 515 & 525, a distance of 30.00 feet, to a found (1) inch iron pipe, at the Northwest corner of a 1.21 acre tract of land, conveyed to Escobedo Gisela, as recorded in Document Number 2218005, Official Records, Hidalgo County, Texas, also being the east right of way line of Shary Road (FM 494) (Having a 60.00 feet Right of Way) and the **POINT OF BEGINNING**, having a surface coordinate of N=16641851.1343, E=1060506.5751, and being the Southwest corner of this herein described parcel;

1. **THENCE**, North 08°31'48" East, along with the East Right of Way line of said Shary Road (FM 494), a distance of 112.50 feet, at the Southwest corner of a 0.50 acre tract of land, conveyed to Vargas Mercedes, as recorded in Volume 3160, Page 561, Official Records, Hidalgo County, Texas, to a found (1) inch iron pipe, for the Northwest corner of this herein described parcel;
2. **THENCE**, South 80°57'43" East, along with the south boundary line of said 0.50 acre tract of land, a distance of 30.00 feet, at a point, to set a half (1/2) inch iron rod with plastic cap stamped "SAMES", at a non-tangent curve to the left, for the Northeast corner of this herein described parcel;
3. **THENCE**, with the said curve to the left, in a Southerly direction, having an Arc Length of 49.25 feet, a Radius of 1,039.00 feet, a Delta Angle 2°43'00", a Cord Bearing South 03°31'50" East, and a Cord Length of 49.24 feet, at a non-tangent curve to the right, to set a half (1/2) inch iron rod with plastic cap stamped "SAMES", for a non-tangent corner of this herein described parcel;

4. **THENCE**, with the said curve to the right, in a Southerly direction, having an Arc Length of 65.96 feet, a Radius of 1,159.00 feet, a Delta Angle $3^{\circ}15'40''$, a Cord Bearing South $03^{\circ}15'29''$ East, and a Cord Length of 65.95 feet, at a the north boundary line of a 1.21 acre tract of land, conveyed to Escobedo Gisela, as recorded in Document Number 2218005, to set a half (1/2) inch iron rod with plastic cap stamped "SAMES", for the Southeast corner of this herein described parcel;
5. **THENCE**, North $80^{\circ}57'43''$ West, along the north boundary line of said 1.21 acre tract of land, a distance of 41.84 feet, to the point of beginning, containing a 0.08 of an acre (3,388.79sq. ft.) parcel, more or less.

NOTE: The Point of Beginning of this description has surface coordinates of N=16641851.1343, E=1060506.5751; All Bearings are based on the Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone. All Coordinates shown are surface and maybe converted to grid by multiplying by TXDOT conversion factor of 0.999960;

A survey plat of even date was prepared and made a part of this metes and bounds description.

 1/31/2024
Samuel D. Maldonado, PE, RPLS
R.P.L.S. No. 6027
SAM Engineering and Surveying (SAMES, Inc.)



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

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY**

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

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

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

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

Lena M. Dutton

Authorized Signature



[Signature]
President

[Signature]
Secretary

CONDITIONS AND STIPULATIONS

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

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

SIERRA TITLE INSURANCE
GUARANTY COMPANY, INC.

SIERRA TITLE INSURANCE GUARANTY COMPANY, INC.

SCHEDULE A

Effective Date: February 5, 2025

GF No.: 0003202753

Commitment No. 0003202753, issued February 17, 2025, 08:00 AM

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

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

Policy Amount: \$10,000.00
PROPOSED INSURED: State of Texas
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER

Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is:

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

Rogelio Martinez, also known as Rogelio M. Martinez, and wife, Feliciano Martinez

SCHEDULE A

(Continued)

4. Legal description of land:

PARCEL NO. 19

Being a 0.08 of an acre (3,388.79 sq. ft.) parcel of land comprised of a 0.50 acre tract of land, out of Lot 525, **John H. Shary Subdivision**, as recorded in Volume 1, Page 17, Hidalgo County, Map Records, Texas, said 0.08 of an acre parcel of land, conveyed to Rogelio and Feliciano Martinez, as recorded in Warranty Deed Number 1260319, Official Records, Hidalgo County, Texas, and being more particularly described by metes and bounds, as follows;

SEE EXHIBIT "A" FOR DESCRIPTION OF PARCEL NO. 19

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.

County: Hidalgo
Highway: FM0494
Project Limits:
RCSJ No.:

PROPERTY DESCRIPTION FOR
PARCEL 19

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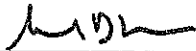
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3. **THENCE**, with the said curve to the left, in a Southerly direction, having an Arc Length of 49.25 feet, a Radius of 1,039.00 feet, a Delta Angle 2°43'00", a Cord Bearing South 03°31'50" East, and a Cord Length of 49.24 feet, at a non-tangent curve to the right, to set a half (1/2) inch iron rod with plastic cap stamped "SAMES", for a non-tangent corner of this herein described parcel;

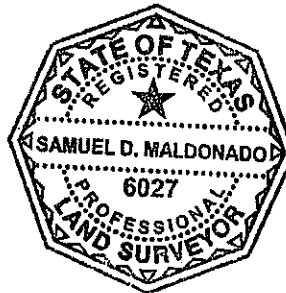
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A survey plat of even date was prepared and made a part of this metes and bounds description.



Samuel D. Maldonado, PE, RPLS
R.P.L.S. No. 6027
SAM Engineering and Surveying (SAMES, Inc.)



SECTION 23B, MEDIAN RAILWAY COMPANY SUBDIVISION
VOL. 4, PG. 182743, H.C.D.R.

JOHN H. SHARY SUBDIVISION,
VOL. 1, PG. 17,
H.C.M.R.



Parcel Line Table

Line #	Length	Direction
L1	30.00'	S80°57'49"E
L2	18.08'	S80°57'43"E
L3	41.84'	N80°57'43"W

CURVE DATA TABLE

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	49.25'	1,039.00'	2°43'00"	S03°31'50"E	49.24'
C2	85.96'	1,159.00'	3°15'40"	S03°15'29"E	85.95'



SCALE: 1" = 60'

P.O.C. SE CORNER LOT 524 & SW CORNER LOT 525, JOHN H. SHARY SUBDIVISION, VOL. 1, PG. 17, H.C.M.R. E:1060476.9475, N:1664185.11343

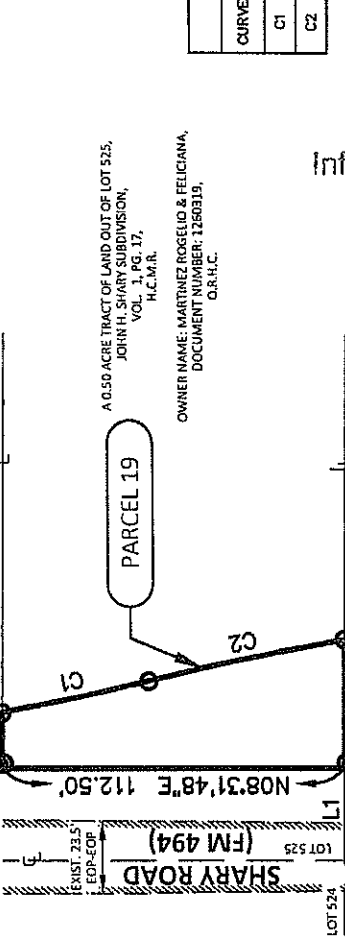
OWNER NAME: VARGAS MERCEDES, VOL. 3160 PG. 561, O.R.H.C.

A 0.50 ACRE TRACT OF LAND OUT OF LOT 525, JOHN H. SHARY SUBDIVISION, VOL. 1, PG. 17, H.C.M.R.

OWNER NAME: MARTINEZ ROGELIO & FELICIANA, DOCUMENT NUMBER: 1250319, O.R.H.C.

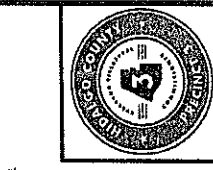
A 1.21 ACRE TRACT OF LAND OUT OF LOT 515, JOHN H. SHARY SUBDIVISION, VOL. 1, PG. 17, H.C.M.R.

OWNER NAME: ESCOBEDO GISELA, DOCUMENT NUMBER: 2218005, O.R.H.C.



GENERAL NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH ZONE (NAD83), NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL BEARINGS AND COORDINATES SHOWN ON THIS SURVEY ARE TO BE CONSIDERED TO CORRECT FOR MULTISTEP BY TAXDOT CONVERSION FACTOR OF 0.9999860.
- A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED, AND IS MADE A PART OF THIS SURVEY PLAT.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.



200 E. 10TH STREET, SUITE 1600 TEL: (817) 702-8900
MCKINNEY, TEXAS 75001 FAX: (817) 702-8868

SURVEY FROM BEEL No. 101410-00
[Seal of Tarrant County, Texas]

Plat is supplied for Informational Purposes ONLY

SYMBOL LEGEND

- SET 1/2" IRON ROD WITH CAP
- STAMPED "SAMES"
- FOUND 1/2" IRON ROD
- FOUND PK. NAIL
- PARCEL BOUNDARY LINE
- EASEMENT INSIDE PARCEL
- EASEMENT OUTSIDE PARCEL
- EXISTING R.O.W. LINE
- PROPOSED BASELINE

PROPERTY LINE

LOT LINE

R.O.W.

EXIST.

H.C.M.R.

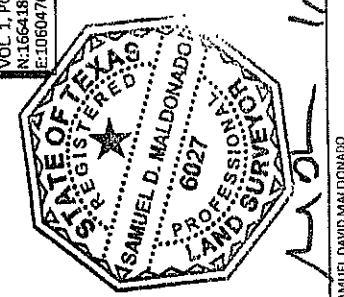
H.C.D.R.

O.R.H.C.

EOP

PARCEL NAME No.

LOT LINE



DATE: 1/31/2021

SAMUEL DAVID MALDONADO
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6027

PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. NO. VOL. & PG	TO BE ACQUIRED (SQ. FT.)	REMAINDER(SQ. FT.)
PARCEL 19	#21,780.00	1260519	# 3,388.79	#18,391.21

LOT 525, JOHN H. SHARY SUBDIVISION (VOL. 1, PG. 17, H.C.M.R.)

PLAT OF SURVEY: PARCEL 19

DIST. NAME: ----- COUNTY. NAME: HIDALGO

RCSJ No.: XXX-XXX-XX DATE: January 2024

PROJECT: SHARY ROAD SHEET No. PAGE 3 OF 4

NAME: EM494

SCHEDULE B

Commitment No.: 0003202753

GF No.: 0003202753

EXCEPTIONS FROM COVERAGE

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

1. ~~The following restrictive covenants of record itemized below:~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 1939, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 1939, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

SCHEDULE B

(Continued)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
 - a. Rights of Parties in Possession. (APPLIES TO OWNER'S POLICY ONLY)
 - b. Easements and Conditions as shown on the Map or Plat thereof, filed for record in Volume 1, Page 17, Map Records Hidalgo County, Texas.
 - c. Easements and Conditions as shown on the Amended Map or Plat thereof, filed for record in Volume 1, Page 42, Map Records Hidalgo County, Texas.
 - d. Easements, rights, rules and regulations in favor of United Irrigation District.
 - e. Easements or claims of easements which are not a part of the public record.
 - f. Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.
 - g. 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.
 - h. 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.
 - i. This Policy specifically excepts to any and all taxes which are either due or may be due against the subject property.
 - j. 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.)
 - k. This Title Company and its Underwriter do not assume any liability as to the accuracy of the Surveyor's Certification in the legal description and the survey plat.
Said Certification and Survey Plat are attached to this policy for informational purposes, ONLY.

SCHEDULE C

Commitment No.: 0003202753

GF No.: 0003202753

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. Abstract of Judgment dated March 17, 2020, filed for record on March 19, 2020 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 3099509, in favor of Discover Bank, against Rogelio Martinez, Jr., in the amount of \$6,037.57, plus costs, interest and attorney' s fees. **(Similar Name as Owner, Rogelio Martinez, also known as Rogelio M. Martinez)**
6. Abstract of Judgment dated October 12, 2022, filed for record on October 17, 2022 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 3389390, in favor of Cavalry SPV I, LLC, assignee of Synchrony Bank, against Rogelio Martinez, in the amount of \$2,214.89, plus costs, interest and attorney' s fees. **(Similar Name as Owner, Rogelio Martinez, also known as Rogelio M. Martinez)**
7. 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.
8. (Upon delivery of an acceptable approved survey) An acceptable approved survey having been furnished, and upon payment of the applicable premium in the case of an Owner Policy, Item 2 of Schedule B will be amended to read in its entirety: Shortages in area.
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

SCHEDULE C

(Continued)

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.
12. **NOTE:** This Title Company and its Underwriter do not assume any liability as to the accuracy of the Surveyor's Certification in the legal description and the survey plat. Said Certification and Survey Plat are attached to this policy for informational purposes, ONLY.

SCHEDULE D

Commitment No.: 0003202753

GF No.: 0003202753

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

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

DIRECTORS

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

OFFICERS

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

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

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

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

John King; Elizabeth King; W. D. Moschel; James M. Moffitt.

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

- B-1. Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows: James M. Moffitt, John Robert King, Elizabeth King, W. D. Moschel, Richard E. Friedrichs, II, Page Lynn Friedrichs Moore.

- 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, Secretary, Treasurer	W.D. Moschel	Vice President
		James M. Moffitt	Chairman of the Board

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

SCHEDULE D

(Continued)

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

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.

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

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

Commitment No.: 0003202753

GF No.: 0003202753

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

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE

DATE

IMPORTANT INFORMATION

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

1-866-764-8323

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

1-800-252-3439

to obtain information on:

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

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

AVISO IMPORTANTE

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

1-866-764-8323

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

1-800-252-3439

para obtener informacion sobre:

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

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

SIERRA TITLE INSURANCE

GUARANTY COMPANY, INC.
TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-866-764-8323 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

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