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

March 11, 2025

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

**RE: Shary Road- Right-of- way Acquisition Parcel 5**

Commissioner Villarreal:

Attached herewith is an accepted offer submitted by Jose A. Luna and wife, Jovita Luna, owners of Parcel 5 on February 25, 2025. Sames, Inc. has reviewed the aforementioned and hereby recommends that Offer be Approved.

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

Sincerely,

for 

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Samuel D. Maldonado, PE, RPLS  
CEO  
SAMES, Inc.



817 W. Jonquil Ave., McAllen, Texas 78501 / deleonrow.com / 956-739-7407

**Consultants to the Texas Department of Transportation**

February 25, 2025

County: Hidalgo  
Federal Project No.: N/A  
Highway: Shary Road

Parcel No: 5  
From: Mile 7 Road  
To: Mile 9 Road

Jose A. & Jovita Luna  
12055 N. Shary Rd.  
Mission, TX 78573-1126

Dear Property Owner(s):

Our negotiations for the sale to Hidalgo County (the "County") for additional right of way along Shary Road have progressed to the point that you have indicated a willingness to sign a deed in return for payment as agreed to in our previous discussions. It is thought to be in the best interests of both you and the County to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the County will make payment.

Your property consists of 0.02 acre (1,026.59 sq ft) located 12055 N. Shary Road. The right of way being purchased by the County has been thoroughly explained. The payment of the amount of \$12,020.00 as herein agreed to will constitute full payment to be made by the County for the property to be conveyed to the County. The County and Owner(s) have agreed to the following provisions:

The property owner will retain the following improvements: **Chain Link Fence, Palm Tree, Spanish Olive Tree**

Until payment is made by the County, title and possession of the property to be conveyed remain with you, the current property owner. You shall bear all risk of loss to any and all such property prior to such payment. Either you or the County shall have the right to terminate this agreement.

After the date of payment of the purchase price, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the County and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and, no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue to you under the State's Relocation Assistance Program and the mutual benefits to be derived by you and the County from the signing of this agreement.

The County, without cost to you as the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed right of way deed and satisfy yourself (-selves) as to its (their) provisions. With your signing of this agreement and execution of the deed, the County will proceed with the issuance of a County warrant (check), which will be made out jointly to you and to Sierra Title of Hidalgo County, agent for the County. This company has been designated as the County closing agent and is responsible to see that the County obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right not to endorse the warrant and accept payment until you are fully satisfied on all details of the transaction.

Sincerely,

*Eddie De Leon*

*2/25/2025*

\_\_\_\_\_  
Eddie De Leon, Broker, R/W-NAC  
Right of Way Manager / Acquisition Agent  
De Leon Right of Way Services, Inc.  
Subcontractor to: SAMES Engineering

\_\_\_\_\_  
Date

I (We) fully understand the County proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "Landowner's Bill of Rights", "State Purchase of Right of Way", and if applicable "Relocation Assistance."

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

*Jose A. Luna*  
\_\_\_\_\_  
Jose A. Luna

*Jovita Luna*  
\_\_\_\_\_  
Jovita Luna

*February 25, 2025*  
\_\_\_\_\_  
Date

*February 25, 2025*  
\_\_\_\_\_  
Date



817 W. Jonquil Ave., McAllen, Texas 78501 /  
956-739-7407 / deleonrow.com

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Date: February 3, 2025

County: Hidalgo  
Federal Project No.: N/A  
Highway: Shary Road

Parcel No: 5  
From: Mile 7 Road  
To: Mile 9 Road

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NO. 7022-2410-0001-7217-1445

Jose A. & Jovita Luna  
12055 N. Shary Rd.  
Mission, TX 78573-1126

Dear Property Owner,

In acquiring property for road right-of-way, Hidalgo County (the "County") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the assigned negotiator, Ruben De Leon or Eddie De Leon, Right-of-Way Manager, a portion of your property located on N. Shary Road, as described in the enclosed property description, is to be acquired for the construction or improvement of the above-referenced highway project.

**We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the County is authorized to offer you \$12,020 for your property, which includes \$12,020 for the property to be purchased and \$0 for damages to your remaining property.**

The amount listed above is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State Law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State Law, it is the policy of the County to negotiate with the fee owner(s) of the property with the understanding that the fee owner(s) will, in turn, negotiate with any lessee or other party who may own any interest in the Property or improvements located within the Property, with the exception of public utility easements, which will be handled separately by the County.

This offer to purchase includes the contributory value(s) of the improvement(s) owned by you as listed below, which are considered to be part of the Property. Since the improvement(s) must be removed, it is the policy of the County to permit the owner(s) who convey voluntarily to the County to thereafter retain the improvement(s), if they wish to do so. The retention value(s) are estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the Property, the above offer will be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the County to acquire the Property by eminent domain.

<u>Improvement</u>	<u>Amount to be Subtracted if Retained</u>
Caliche Driveway	\$1.00
Chain Link Fencing	\$1.00
Palm Tree	\$1.00
Spanish Olive Tree	\$1.00
Chain Link Fencing	\$1.00

If you wish to accept the offer based upon this appraisal, please contact Ruben De Leon at (956) 897-2288 or Eddie De Leon, Right-of-Way Manager, at (956) 739-7407, as soon as possible, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your right to submit an administrative settlement shall be forfeited if such a settlement request is not received within the 30-day time deadline.*

In the event the condition of the Property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire the Property, you will be reimbursed by the County for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property to the County. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes, and similar expenses incidental to conveying the Property to the County, and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County’s determination on any claim for reimbursement.

You may be entitled to additional payments and services under the County’s Relocation Assistance Program. It is emphasized, however, that any benefits that you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a booklet entitled “*Relocation Assistance*”, which will inform you of eligibility requirements, payments, and services that are available.

You have the right to discuss with others any offer or agreement regarding the County’s acquisition of the Property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the County.

Please see the enclosed copy of the proposed instrument that will convey the Property, and any improvement owned by you on the Property to the County. Additionally, please see the enclosed copy of the “Texas Landowner’s Bill of Rights”.

Also enclosed is a copy of the State brochure entitled “*Right of Way Purchase*”, which the County trusts will give you a better understanding of the procedures followed by the County in purchasing property interests for roadway purposes. The County respectfully requests the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built or concerning the County’s offer or proposed purchase transaction. Also, please do not hesitate to contact Ruben De Leon or Eddie De Leon at the telephone number provided above regarding any question you may have.

**Finally, enclosed are copies of all appraisal reports relating to the Property being acquired, which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the County, including the appraisal that determined this offer. These appraisals were prepared by a certified appraiser certified to practice as a certified general appraiser under Chapter 1103, Occupations Code.**

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

ENCLOSURES:

Legal Description and Survey of the Property  
Appraisal Report(s)  
Landowner Bill of Rights  
“Right of Way Purchase” Brochure

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

PROPERTY DESCRIPTION FOR  
PARCEL 5

Being a 0.02 (1,026.59 sq. ft.), acre tract of land, out of a 1.01 acre tract of land, out of lot 514, John H. Shary Subdivision, as recorded in Volume 1, Page 17, Map Records, Hidalgo County, Texas, conveyed to Jose Luna A. and Jovita, as recorded in Volume 2487, Page 746, 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, of said John H. Shary Subdivision, being on the centerline of Shary Road (FM 494) (Having a 60.00 feet Right of Way), **THENCE**, South 08°31'48" West, along the common line of said lot 514, and lot 515 a distance of 20.00 feet, to a point, **THENCE**, North 80°57'43" West, a distance of 30.00 feet, to a point, at the West Right of Way line of said Shary Road (FM 494), for the **POINT OF BEGINNING**, having a surface coordinate of N=16641840.7767, E=1060444.3495, and being the Northeast corner of this herein described parcel;

1. **THENCE**, South 08°31'48" West, along the West Right of Way line of Shary Road (FM 494), a distance of 185.28 feet, at a non-tangent curve to the left, on the North boundary line of a 0.50 of an acre tract of land, conveyed to Torres Arturo, as recorded in Document Number 790188, Official Records, Hidalgo County, Texas, for the Southmost corner of this herein described parcel;
2. **THENCE**, with the said curve to the left, in a Northly direction, having an Arc Length of 186.43 feet, a Radius of 1,039.00 feet, a Delta Angle 10°16'50", a Cord Bearing North 03°23'21" East, and a Cord Length of 186.18 feet, at a point, on the South Right of Way line of United Irrigation Canal, as per map recorded in Volume 1, Page 17, Hidalgo County, Map Records, Texas, for the Northwest corner of this herein described parcel;
3. **THENCE**, South 80°57'43" East, along the said North line of said South Right of Way line of said United Irrigation Canal, a distance of 16.68 feet, to the point of beginning, containing a 0.02 (1,026.59 sq. ft.), parcel, more or less.

NOTE: The Point of Beginning of this description has surface coordinates of N=16641840.7767, E=1060444.3495; 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;

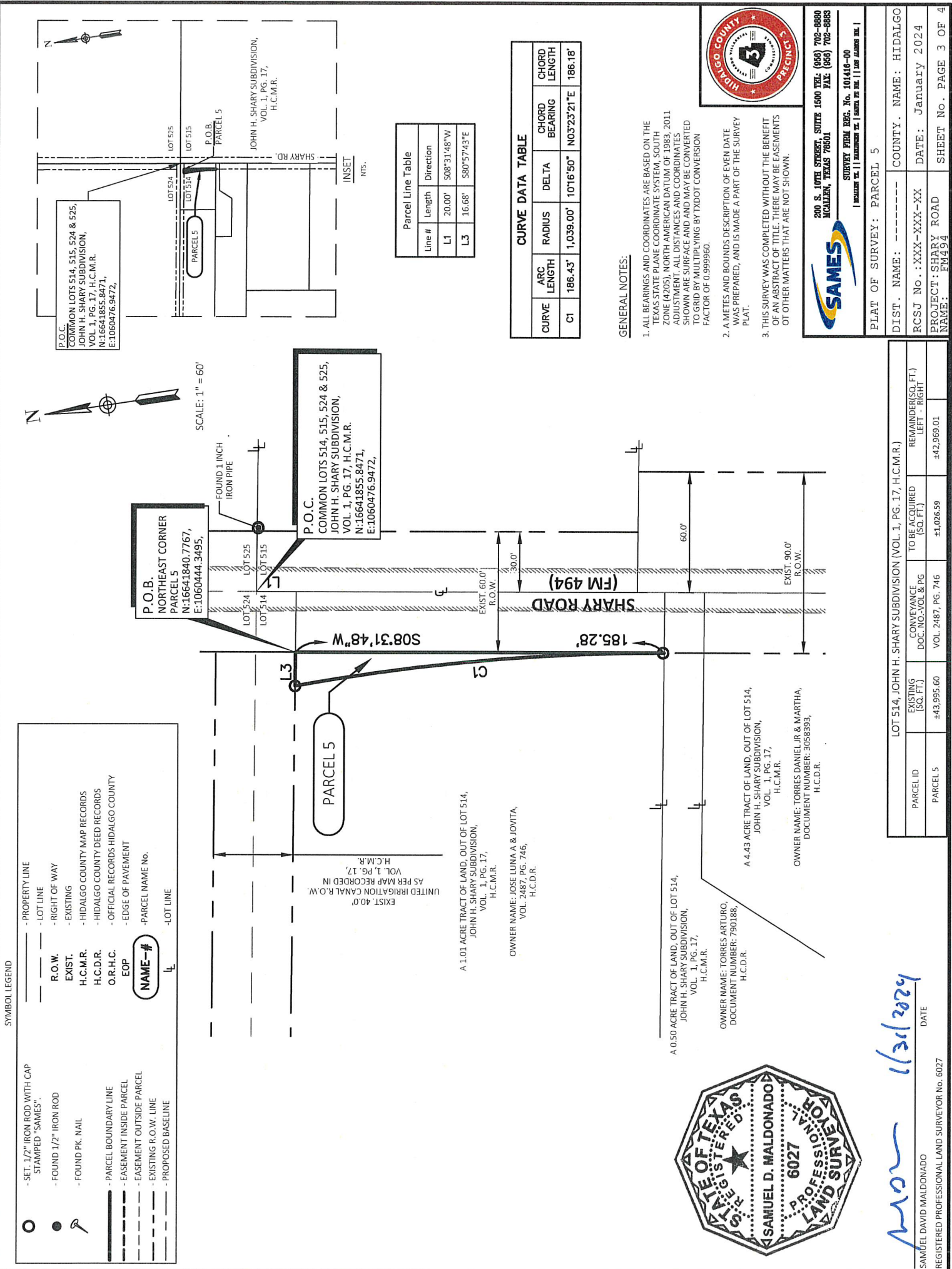
A survey plat of even date was prepared and made a part of this metes and bounds description.



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





**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
- RIGHT OF WAY
- EXISTING
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY DEED RECORDS
- OFFICIAL RECORDS-HIDALGO COUNTY
- EDGE OF PAVEMENT
- PARCEL NAME No.
- LOT LINE

**Parcel Line Table**

Line #	Length	Direction
L1	20.00'	S08°31'48"W
L3	16.68'	S80°57'43"E

**CURVE DATA TABLE**

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	186.43'	1,039.00'	107°16'50"	N03°23'21"E	186.18'

**GENERAL NOTES:**

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), NORTH AMERICAN DATUM OF 1983. 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY TxDOT CONVERSION FACTOR OF 0.9999960.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED, AND IS MADE A PART OF THE SURVEY PLAT.
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.

**PLAT OF SURVEY: PARCEL 5**

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

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

PROJECT: SHARY ROAD SHEET No. PAGE 3 OF 4

NAME: FM494

**200 S. 10TH STREET, SUITE 1500 TEL: (956) 702-8880**  
**MOCKLEN, TEXAS 76501 FAX: (956) 702-8888**

**SAMES**  
 SURVEY FROM REC. No. 101416-00  
 | NUMBER OF | SURVEYED BY | DATE OF SURVEY |

**HIDALGO COUNTY**  
**PRECINCT 3**

**STATE OF TEXAS**  
**REGISTERED PROFESSIONAL LAND SURVEYOR**  
**SAMUEL D. MALDONADO**  
**6027**

**LOT 514, JOHN H. SHARY SUBDIVISION (VOL. 1, PG. 17, H.C.M.R.)**

PARCEL ID EXISTING (SQ. FT.) CONVEYANCE DOC. NO.-VOL & PG TO BE ACQUIRED (SQ. FT.) REMAINDER(SQ. FT.) LEFT - RIGHT

PARCEL 5 #43,995.60 VOL. 2487, PG. 746 #1,026.59 #42,969.01

**OWNER NAME: TORRES DANIEL JR. & MARTHA,**  
**DOCUMENT NUMBER: 3058393,**  
**H.C.D.R.**

**OWNER NAME: TORRES ARTURO,**  
**DOCUMENT NUMBER: 790188,**  
**H.C.D.R.**

**OWNER NAME: JOSE LUNA A. & JOVITA,**  
**VOL. 2487, PG. 746,**  
**H.C.D.R.**

**OWNER NAME: TORRES DANIEL JR. & MARTHA,**  
**DOCUMENT NUMBER: 3058393,**  
**H.C.D.R.**

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**OWNER NAME: TORRES DANIEL JR. & MARTHA,**  
**DOCUMENT NUMBER: 3058393,**  
**H.C.D.R.**

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. 10<sup>th</sup> Street, McAllen, TX 78501.

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

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

**SCHEDULE A**

Effective Date: February 17, 2025

GF No.: 0003202744

Commitment No. 0003202744, issued February 25, 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:  
**Jose A. Luna and wife, Jovita Luna**

**SCHEDULE A**  
(Continued)

4. Legal description of land:

**PARCEL NO. 5**

Being a 0.02 (1,026.59 sq. ft.), acre tract of land, out of a 1.01 acre tract of land, out of lot 514, **John H. Shary Subdivision**, as recorded in Volume 1, Page 17, Map Records, Hidalgo County, Texas, conveyed to Jose A. and Jovita Luna, as recorded in Volume 2487, Page 746, Official Records, Hidalgo County, Texas, and being more particularly described by metes and bounds, as follows;

**SEE EXHIBIT "A" FOR DESCRIPTION OF PARCEL NO. 5**

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 5

Being a 0.02 (1,026.59 sq. ft.), acre tract of land, out of a 1.01 acre tract of land, out of lot 514, John H. Shary Subdivision, as recorded in Volume 1, Page 17, Map Records, Hidalgo County, Texas, conveyed to Jose Luna A. and Jovita, as recorded in Volume 2487, Page 746, Official Records, Hidalgo County, Texas, and being more particularly described by metes and bounds, as follows;

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1. **THENCE**, South 08°31'48" West, along the West Right of Way line of Shary Road (FM 494), a distance of 185.28 feet, at a non-tangent curve to the left, on the North boundary line of a 0.50 of an acre tract of land, conveyed to Torres Arturo, as recorded in Document Number 790188, Official Records, Hidalgo County, Texas, for the Southmost corner of this herein described parcel;
2. **THENCE**, with the said curve to the left, in a Northly direction, having an Arc Length of 186.43 feet, a Radius of 1,039.00 feet, a Delta Angle 10°16'50", a Cord Bearing North 03°23'21" East, and a Cord Length of 186.18 feet, at a point, on the South Right of Way line of United Irrigation Canal, as per map recorded in Volume 1, Page 17, Hidalgo County, Map Records, Texas, for the Northwest corner of this herein described parcel;
3. **THENCE**, South 80°57'43" East, along the said North line of said South Right of Way line of said United Irrigation Canal, a distance of 16.68 feet, to the point of beginning, containing a 0.02 (1,026.59 sq. ft.), parcel, more or less.

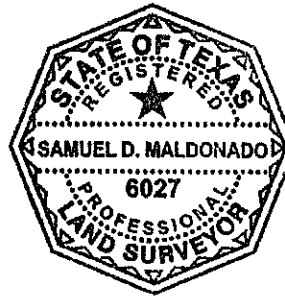
NOTE: The Point of Beginning of this description has surface coordinates of N=16641840.7767, E=1060444.3495; All Bearings are based on the Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone. All Coordinates shown are surface and maybe converted to grid by multiplying by TXDOT conversion factor of 0.999960;

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



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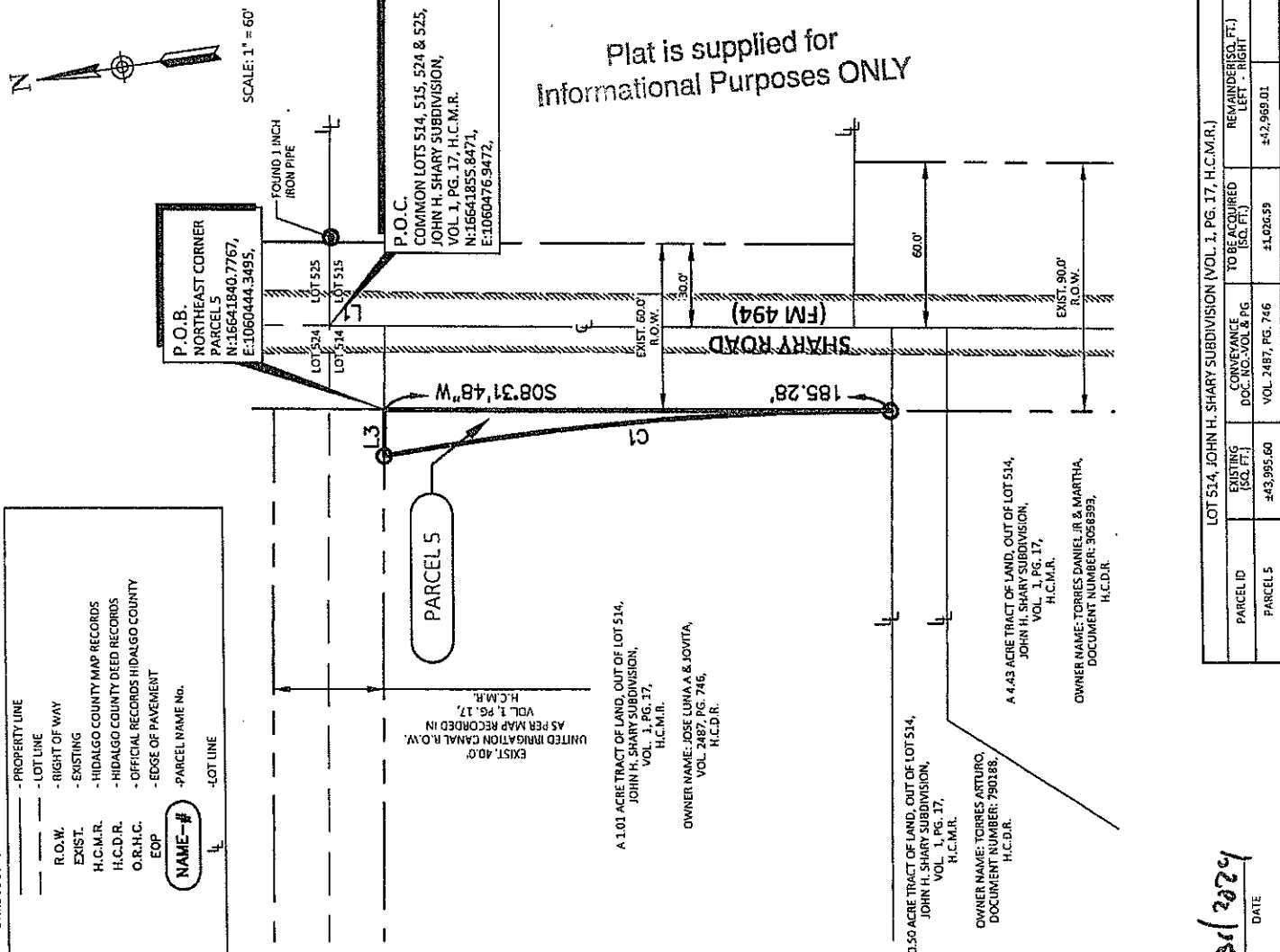
Samuel D. Maldonado, PE, RPLS  
R.P.L.S. No. 6027  
SAM Engineering and Surveying (SAMES, Inc.)



- SYMBOL LEGEND**
- SET. 1/2" IRON ROD WITH CAP STAMPED "SAMLES".
  - 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
- RIGHT OF WAY
- EXISTING
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY DEED RECORDS
- OFFICIAL RECORDS HIDALGO COUNTY
- EDGE OF PAVEMENT
- PARCEL NAME NO.
- LOT LINE

NAME-#	LOT LINE



Plat is supplied for Informational Purposes ONLY

Parcel Line Table

Line #	Length	Direction
L1	20.00'	S08°31'48"W
L3	16.88'	S80°57'43"E

CURVE DATA TABLE

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	186.43'	1,039.00'	10°16'50"	N03°23'21"E	186.18'

GENERAL NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY TPOD CONVERSION FACTOR OF 0.999960.
- A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED, AND IS MADE A PART OF THE SURVEY PLAT.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OF OTHER MATTERS THAT ARE NOT SHOWN.



**SAMES**  
 SURVEY FROM DEED, No. 101416-00  
 200 S. LOTS STUBBY, SUITE 1500 YEL. (954) 702-8880  
 KCUJIAN, TEXAS 78201 FAX (954) 702-8883

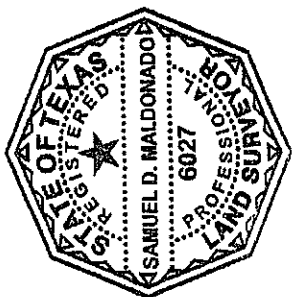
PLAT OF SURVEY: PARCEL 5

DIST. NAME: -----	COUNTY. NAME: HIDALGO
RCSJ No.: XXX-XXX-XX	DATE: January 2024
PROJECT: SHARY ROAD	SHEET No. PAGE 3 OF 4
NAME: E4494	

PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. NO. VOL. PG.	TO BE ACQUIRED (SQ. FT.)	REMANUSCRIPT LEFT - RIGHT
PARCEL 5	±43,995.60	VOL. 2487, PG. 746	±1,026.59	±42,969.01

DATE: 1/22/2024

SAMUEL DAVID MALDONADO  
 REGISTERED PROFESSIONAL LAND SURVEYOR No. 6027



LOT 514, JOHN H. SHARY SUBDIVISION (VOL. 1, PG. 17, H.C.M.R.)

A 1.01 ACRE TRACT OF LAND, OUT OF LOT 514, JOHN H. SHARY SUBDIVISION, VOL. 1, PG. 17, H.C.M.R.

OWNER NAME: JOSE LUNA A & JOVITA, VOL. 2487, PG. 746, H.C.D.R.

A 0.50 ACRE TRACT OF LAND, OUT OF LOT 514, JOHN H. SHARY SUBDIVISION, VOL. 1, PG. 17, H.C.M.R.

OWNER NAME: TORRES ARTURO, DOCUMENT NUMBER: 790188, H.C.D.R.

A 4.43 ACRE TRACT OF LAND, OUT OF LOT 514, JOHN H. SHARY SUBDIVISION, VOL. 1, PG. 17, H.C.M.R.

OWNER NAME: TORRES DANIEL JR & MARTHA, DOCUMENT NUMBER: 3058399, H.C.D.R.

P.O.C. COMMON LOTS 514, 515, 524 & 525, JOHN H. SHARY SUBDIVISION, VOL. 1, PG. 17, H.C.M.R. N:16641855:8471, E:1060476:9472.

P.O.C. COMMON LOTS 514, 515, 524 & 525, JOHN H. SHARY SUBDIVISION, VOL. 1, PG. 17, H.C.M.R. N:16641855:8471, E:1060476:9472.

P.O.B. NORTHEAST CORNER PARCELS N:16641840:7767, E:1060444:3495.

SCALE: 1" = 60'

FOUND 1/2" IRON PIPE

EXIST. 40.0' UNITED IRRIGATION CANAL R.O.W. AS PER MAP RECORDED IN VOL. 1, PG. 17, H.C.M.R.

EXIST. 60.0' R.O.W.

60.0'

30.0'

EXIST. 90.0' R.O.W.

1/22/2024

## SCHEDULE B

Commitment No.: 0003202744

GF No.: 0003202744

### 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.: 0003202744

GF No.: 0003202744

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 November 21, 2016, filed for record on January 11, 2017 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 2777942, in favor of Lack's Valley Stores, LTD., against Jose Luna, et. al., in the amount of \$4,479.80, plus costs, interest and attorney's fees. **(Similar Name as Owner, Jose A. Luna) SS# do not match - will be removed**
6. Abstract of Judgment dated June 25, 2018, filed for record on July 2, 2018 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 2929300, in favor of Five Point Credit Union, against Jose Luna, in the amount of \$9,163.02, plus costs, interest and attorney's fees. **(Similar Name as Owner, Jose A. Luna) SS# do not match - will be removed**
7. Notice of Child Support Lien dated October 14, 2003, filed for record on May 24, 2004 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 1338129, styled Rosa Linda Garza and the State of Texas vs. Jose Luna, in the amount of \$3,540.28, plus costs and interest. **(Similar Name as Owner, Jose A. Luna) SS# do not match - will be removed**
8. Notice of Child Support Lien dated March 24, 2005, filed for record on April 28, 2005 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 1464781, styled Cynthia R. Luna and the State of Texas vs. Jose Luna, in the amount of \$23,298.99, plus costs and interest. **(Similar Name as Owner, Jose A. Luna) SS# do not match - will be removed**
9. Notice of Child Support Lien dated November 17, 2014, filed for record on December 4, 2014 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 2568602, styled Guillermina Fuentes and the State of Texas vs. Jose Luna, in the amount of \$14,815.40, plus costs and interest.

## SCHEDULE C

(Continued)

(Similar Name as Owner, Jose A. Luna) SS# do not match - will be removed

10. Notice of Child Support Lien dated July 22, 2024, filed for record on July 26, 2024 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 3567544, styled Yolanda Zavala and the State of Texas vs. Jose Angel Luna, in the amount of \$9,455.00, plus costs and interest. (Similar Name as Owner, Jose A. Luna) SS# do not match - will be removed
11. Notice of Federal Tax Lien dated June 29, 2023, filed for record on July 11, 2023 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 3463634, against Jose Luna, et. al., in the amount of \$221,936.16. (Similar Name as Owner, Jose A. Luna) SS# do not match - will be removed
12. Notice of Federal Tax Lien dated January 12, 2024, filed for record on January 23, 2024 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 3516279, against Jose Luna, et. al., in the amount of \$144,743.66. (Similar Name as Owner, Jose A. Luna) SS# do not match - will be removed
13. Notice of Lien Assessment against Jose Luna and the herein described property by the United States, (in the amount of \$ 155,100.00) dated December 27, 2022, filed for record on January 23, 2023 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 3415290. (Similar Name as Owner, Jose A. Luna) will be removed
14. Notice of State Tax Lien dated July 23, 2024, filed for record on August 2, 2024 in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 3569727, against Jose Luna, Jr., in the amount of \$95,609.52, plus interest and costs. (Similar Name as Owner, Jose A. Luna) will be removed
15. 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.
16. (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.
17. 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.
18. 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.
19. 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.
20. **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

**SCHEDULE C**  
(Continued)

attached to this policy for informational purposes, ONLY.

## SCHEDULE D

Commitment No.: 0003202744

GF No.: 0003202744

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:

<b>Owner's Policy</b>	<b>\$</b>	<b>328.00</b>
<b>Total</b>	<b>\$</b>	<b>328.00</b>

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.: 0003202744

GF No.: 0003202744

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.

**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 DRIVER'S LICENSE NUMBER.**

**Chapter 11, Sec. 11.008 Texas Property Code**

**FM 494 Shary Road Project  
Parcel: # 5  
RIGHT-OF-WAY DEED**

THE STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:


COUNTY OF HIDALGO

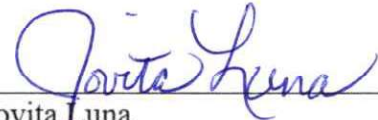
That, I/We, JOSE A. & JOVITA LUNA, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of TWELVE THOUSAND TWENTY and no/100 Dollars (\$12,020) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Sell and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

Grantors reserves all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantor do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 25<sup>th</sup> day of February, 2025.

  
\_\_\_\_\_  
Jose A. Luna

  
\_\_\_\_\_  
Jovita Luna

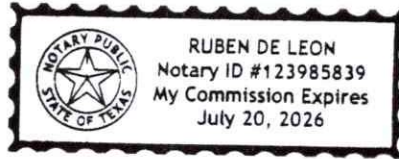
ACKNOWLEDGEMENT


THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared JOSE A. LUNA, JOVITA LUNA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25<sup>th</sup> day of February, 2025.



  
Notary Public, State of Texas

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

PROPERTY DESCRIPTION FOR  
PARCEL 5

Being a 0.02 (1,026.59 sq. ft.), acre tract of land, out of a 1.01 acre tract of land, out of lot 514, John H. Shary Subdivision, as recorded in Volume 1, Page 17, Map Records, Hidalgo County, Texas, conveyed to Jose Luna A. and Jovita, as recorded in Volume 2487, Page 746, 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, of said John H. Shary Subdivision, being on the centerline of Shary Road (FM 494) (Having a 60.00 feet Right of Way), **THENCE**, South 08°31'48" West, along the common line of said lot 514, and lot 515 a distance of 20.00 feet, to a point, **THENCE**, North 80°57'43" West, a distance of 30.00 feet, to a point, at the West Right of Way line of said Shary Road (FM 494), for the **POINT OF BEGINNING**, having a surface coordinate of N=16641840.7767, E=1060444.3495, and being the Northeast corner of this herein described parcel;

1. **THENCE**, South 08°31'48" West, along the West Right of Way line of Shary Road (FM 494), a distance of 185.28 feet, at a non-tangent curve to the left, on the North boundary line of a 0.50 of an acre tract of land, conveyed to Torres Arturo, as recorded in Document Number 790188, Official Records, Hidalgo County, Texas, for the Southmost corner of this herein described parcel;
2. **THENCE**, with the said curve to the left, in a Northly direction, having an Arc Length of 186.43 feet, a Radius of 1,039.00 feet, a Delta Angle 10°16'50", a Cord Bearing North 03°23'21" East, and a Cord Length of 186.18 feet, at a point, on the South Right of Way line of United Irrigation Canal, as per map recorded in Volume 1, Page 17, Hidalgo County, Map Records, Texas, for the Northwest corner of this herein described parcel;
3. **THENCE**, South 80°57'43" East, along the said North line of said South Right of Way line of said United Irrigation Canal, a distance of 16.68 feet, to the point of beginning, containing a 0.02 (1,026.59 sq. ft.), parcel, more or less.

NOTE: The Point of Beginning of this description has surface coordinates of N=16641840.7767, E=1060444.3495; 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;

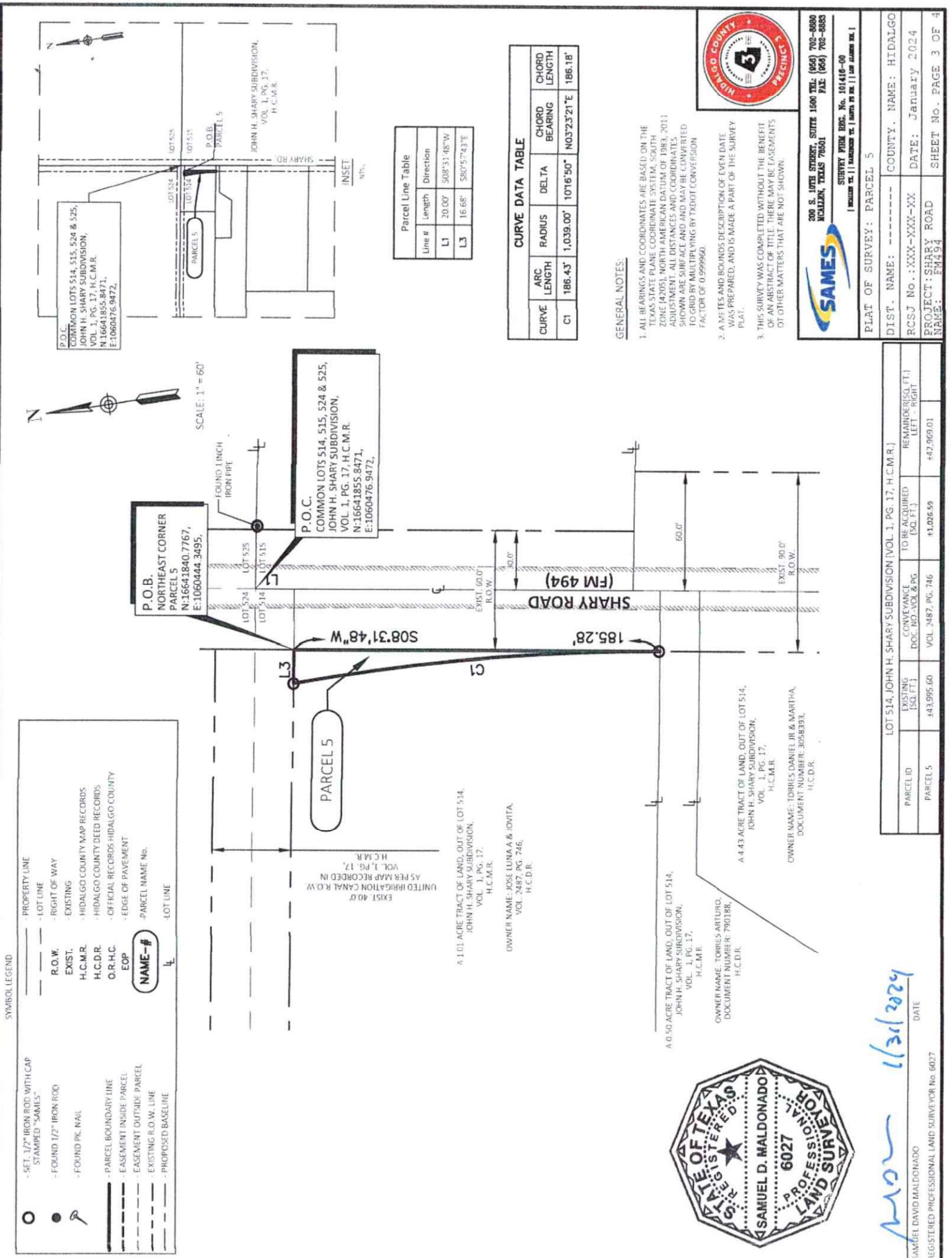
A survey plat of even date was prepared and made a part of this metes and bounds description.



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





**SYMBOL LEGEND**

- SET, 1/2" IRON ROD WITH CAP STAMPED "SAMES"
- FOUND 1/2" IRON ROD
- FOUND PK. NAIL
- PROPERTY LINE
- LOT LINE
- RIGHT OF WAY
- EXISTING
- R.O.W.
- EXIST. H.C.M.R.
- HIDALGO COUNTY MAP RECORDS
- HIDALGO COUNTY DEED RECORDS
- H.C.D.R.
- OFFICIAL RECORDS HIDALGO COUNTY
- O.R.H.C.
- EOP
- EDGE OF PAVEMENT
- PARCEL NAME NO.
- NAME-#
- LOT LINE

**Parcel Line Table**

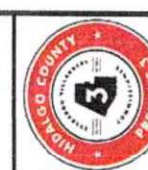
Line #	Length	Direction
L1	20.00'	S08°31'48"W
L3	16.68'	S80°57'43"E

**CURVE DATA TABLE**

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	186.43'	1,039.00'	101°6'50"	N032°3'21"E	186.18'

**GENERAL NOTES:**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205), NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY TYPICAL CONVERSION FACTOR OF 0.999960.
- A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED, AND IS MADE A PART OF THE 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.



**SAMES**  
SURVEY FROM REC. No. 101416-00  
200 S. LUTER STREET, SUITE 1500 TEL: (956) 702-8880  
MOCKLEEN, TEXAS 75051 FAX: (956) 702-8883

PLAT OF SURVEY: PARCEL 5  
DIST. NAME: ----- COUNTY. NAME: HIDALGO  
RCSJ No.: XXX-XXX-XX DATE: January 2024  
PROJECT: SHARY ROAD SHEET No., PAGE 3 OF 4  
NAME: FM494

PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. NO.-VOL & PG	TO BE ACQUIRED (SQ. FT.)	REMAINDER(SQ. FT.)
PARCEL 5	443,995.60	VOL. 2487, PG. 746	+1,026.59	+42,969.01

DATE: 1/31/2024  
SAMUEL DAVID MALDONADO  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6027

