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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 8**

Commissioner Villarreal:

Attached herewith is a counter-offer as submitted by Oscar Jaimez and Wife Maria De Los Santos Jaimez, owners of Parcel 8 on February 10, 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 \$425,000.00 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 "SM", is written over a horizontal line.

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



## HIDALGO COUNTY ADMINISTRATIVE EVALUATION AND APPROVAL FORM

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**ROW CSJ:** N/A

**Highway:** Shary Road

**Parcel No.:** 8

**Owner's Name:** Oscar Jaimez  
and wife Maria De Los Santos  
Jaimez

**Approved Offer:** \$370,019.00

**Owner's Counteroffer:**  
\$425,000.00

**County:** Hidalgo

**Project Limits:** From Mile 7 Rd To Mile 9 Rd

**Date Offer Sent:** 2/3/2025

**Date Counteroffer Received:**  
2/10/2025

### 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: 03/2025  
Projected possession date, if settled is: 04/2025  
Projected possession date, if condemned is: 06/2025  
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 8 is 16,055.12 sq. ft. or 0.37 of one acre tract of land situated in Hidalgo County, Texas and being out of Lot 524, John H, Shary Subdivision as recorded in Volume 1, page 17. On February 3, 2025, De Leon Right of Way Services, Inc., Acquisition Provider for the County, made an offer of \$370,019.00 to owner of record, Oscar Jaimez and wife Maria De Los Santos Jaimez, via certified mail. Oscar Jaimez submitted a counteroffer stating that he felt land was undervalued. Oacar Jaimez and wife Maria De Los Santos Jaimez has requested an additional \$54,981.00 for at total counteroffer of \$425,000.00. 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 \$425,000.00  is /  is not recommended for approval as being reasonable, justified, prudent and in the public interest.

**RECOMMENDATION(S)**

  
\_\_\_\_\_  
Project Engineer/ROW Administrator

3.11.2025  
\_\_\_\_\_  
Date

\_\_\_\_\_  
RPIC/Authorized Pct. Representative

\_\_\_\_\_  
Date

**COUNTY APPROVAL:**

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Date

February 10, 2025

Parcel no: 8  
12443 N Shary Rd  
Mission, TX

We have reviewed the initial offer and would like to counter at \$425,000. At the time of purchasing this property, the mortgage rate was locked in at 3.2 % interest rate. Mortgage rates today start at 7%, which makes the monthly mortgage considerably higher than what we are currently paying. The counter offer would only make up for a small percentage of compensation vs the thousands of dollars of interest to finance a new home.

In addition, we have completed many renovations on the home that have significantly increased the value of the home (see below).

### **Recent Upgrades**

New interior pain throughout home  
Custom built in blinds  
Newly remodeled guest restroom  
Newly remodeled outdoor restroom  
Cinder block/stucco fence (approx. \$15,000 more than what is estimated on appraisal report)  
New flooring interior master bedroom and 2 guest rooms  
New spray insulation  
Partially remodeled kitchen  
New exterior paint on home  
New HVAC system  
New garage door and new garage door opener  
New windows in living area  
Concrete porch (approx. \$6000 more than what is estimated on appraisal report)  
New grout and sealed floors on interior  
Custom built-in shelves in laundry room  
Extended concrete driveway (approx. \$7000 more than what is estimated on appraisal report)

We are asking that you take into consideration that our two elderly mothers live on this property and the other subject property next door (also being acquired by the state). It will be difficult for us to find another property that affords us a similar living situation, accommodating our entire family, with the offer we have been given.

Thank you for your consideration,

Oscar and Maria Jaimez.

# COUNTEROFFER SUMMARY

## SHARY ROAD PROJECT FM 494

County: Hidalgo

Parcel No: 8

Federal Project No.: N/A

From: Mile 7 Road

Highway: Shary Road

To: Mile 9 Road

Original Offer Amount: \$370,019.00

Counteroffer Amount: \$425,000.00

Parcel 8 is owned by Oscar Jaimez and wife Maria De Los Santos Jaimez and is located at 12443 N. Shary Road, Mission; along FM 494 Shary Road. The whole property is made up of 16,055 sq feet. The subject property is currently used as Residential.

The property to be acquired contains 16,055 sq ft.; therefore, the entire property will be acquired, and the property owner will require relocation assistance. The appraised value for the land to be acquired is \$60,207.00, based on \$3.75 sq ft. Additional compensation was provided for the improvements, including the single-family home.

The property owner submitted a counteroffer in the amount of \$425,000.00. This counteroffer is based on the property owner's disagreement with the value of the property. The property owner also stated that they will incur additional finance cost since they will need to finance their new home at the current mortgage rates of near 7% instead of their current rate of 3.2%. The property owner's current mortgage rate could not be confirmed since no evidence was provided.

Given the need to access this parcel in the shortest time possible it is recommended that relocation agent meet with the landowner so they can calculate any possible relocation benefits.

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



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

PROPERTY DESCRIPTION FOR  
PARCEL 8

Being a 0.37 (16,055.12 sq. ft.) acre tract of land, out of a 0.47 acre gross tract of land, and a 0.37 acre net, out of lot 524, John H. Shary Subdivision, as recorded in Volume 1, Page 17, Map Records, Hidalgo County, Texas, conveyed to Jaimez Maria De Los Santos and Oscar Luis Jaimez, as recorded in Document Number 3134888, Official Records, Hidalgo County, Texas, and being more particularly describes by metes and bounds, as follows;


**COMMENCING**, at the common corners of lots 524, and 525, of said John H. Shary Subdivision, also being the centerline of Shary Road (FM 494) (Having 60.00 feet Right of Way), **THENCE**, South 08°31'48" West, along the common line of lot 524, and lot 525, of said John H. Shary Subdivision, and being on the centerline of said Shary Road (FM 494), a distance of 172.98 feet, to a point, **THENCE**, North 80°57'43" West, a distance of 30.00 feet, being on the west right of way line of said Shary Road (FM 494), for the **POINT OF BEGINNING**, having a surface coordinate of N=16643073.0194, E=1060629.1725, 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 said Shary Road (FM 494), a distance of 169.01 feet, to a found half (1/2) inch iron rod, for the Southeast corner of this herein described parcel;
2. **THENCE**, North 80°57'43" West, along with the North boundary line of a 30.37 acre tract of land conveyed to Hector Hernandez, as recorded in Document Number 483038, Official Records, Hidalgo County, Texas, a distance of 95.00 feet, to set a half (1/2) inch iron rod with plastic cap stamped "SAMES", at the common line of said 30.37 acre tract of land conveyed to Hector Hernandez, and of said 0.47 acre tract of land conveyed to Jaimez Maria De Los Santos and Oscar Luis Jaimez, for the Southwest corner of this herein described parcel;
3. **THENCE**, North 08°31'48" East, parallel with the West Right of Way line of Shary Road (FM 494), a distance of 169.01 feet, at the Southwest corner of a Property with ID number of 283015, as recorded in Hidalgo Appraisal District, to set a half (1/2) inch iron rod with plastic cap stamped "SAMES", for the Northwest of this herein described parcel;

4. **THENCE**, South  $80^{\circ}57'43''$  East, along with the said property with an ID number of 283015, a distance of 95.00 feet, at the West Right of Way of Shary Road (FM 494), to the point of beginning, containing a 0.37 (16,055.12 sq. ft.) acre parcel, more or less.

NOTE: The Point of Beginning of this description has surface coordinates of N=16643073.0194, E=1060629.1725; 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.

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

1/31/2024

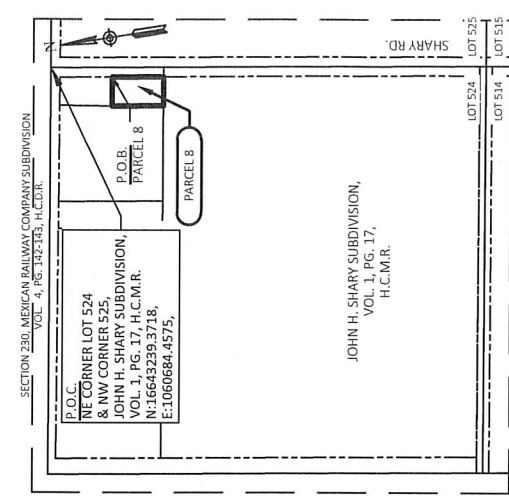


SYMBOL LEGEND

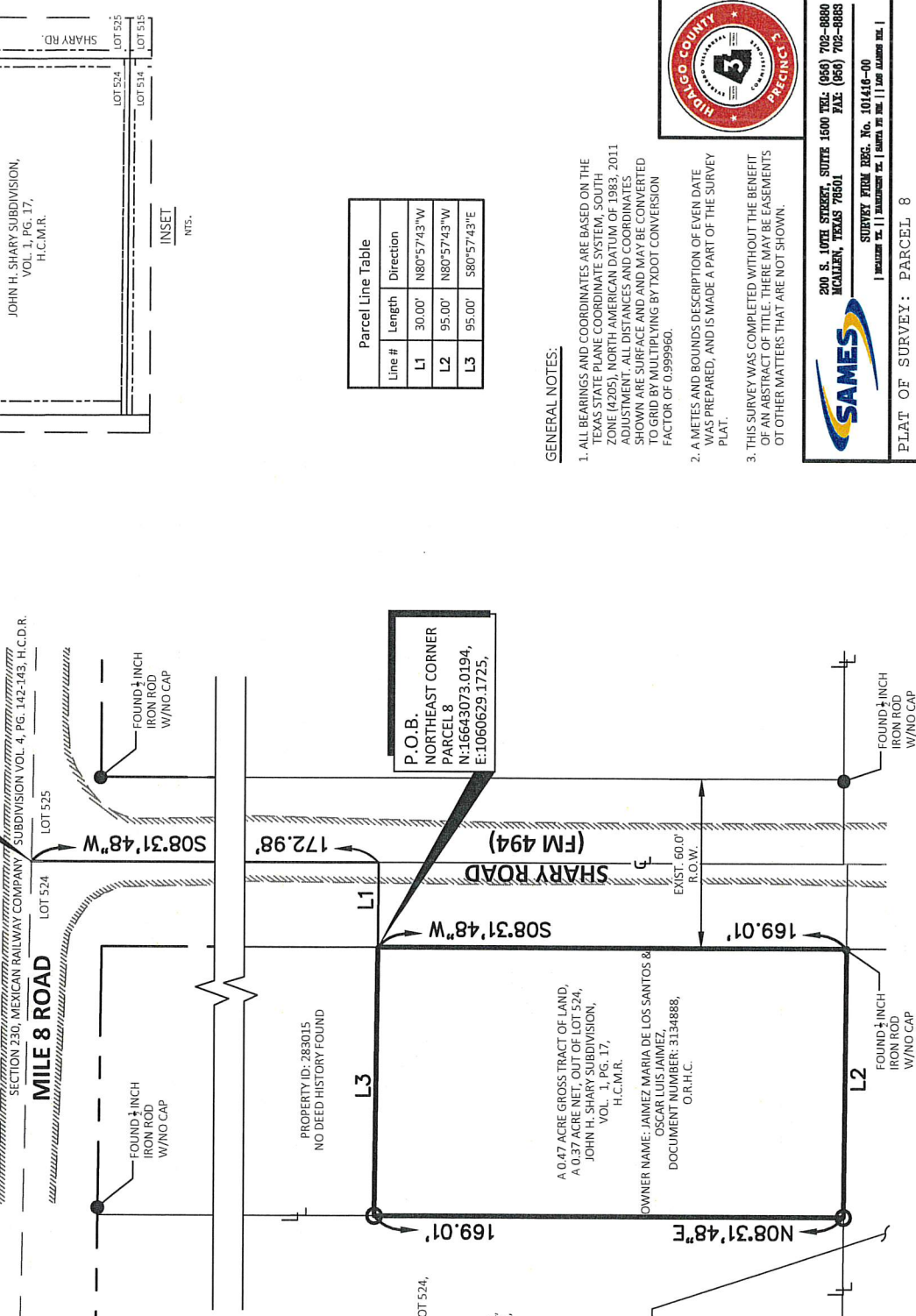
- SET. 1/2" IRON ROD WITH CAP
- STAMPED "SAMIES"
- FOUND 1/2" IRON ROD
- FOUND PK. NAIL
- PARCEL BOUNDARY LINE
- EASEMENT INSIDE PARCEL
- EXISTING R.O.W. LINE
- PROPOSED BASELINE

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

**NAME-#**



SCALE: 1" = 60'



Parcel Line Table

Line #	Length	Direction
L1	30.00'	N80°57'43"W
L2	95.00'	N80°57'43"W
L3	95.00'	S80°57'43"E

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 0.999960.
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.



**SAMES**

200 S. LOPE STREET, SUITE 1600 TEL: (956) 702-8880  
MCKALEN, TEXAS 78501 FAX: (956) 702-8888

SURVEY FIRM REG. No. 101416-00  
[Seal of the State of Texas]

PLAT OF SURVEY: PARCEL 8

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

A 1.0 ACRE TRACT OF LAND, OUT OF LOT 524,  
JOHN H. SHARY SUBDIVISION,  
VOL. 1, PG. 17,  
H.C.M.R.

OWNER NAME: MELGAR ISABEL,  
DOCUMENT NUMBER: 1468390,  
O.R.H.C.

A 30.37 ACRE TRACT OF LAND, OUT OF LOT 524,  
JOHN H. SHARY SUBDIVISION,  
VOL. 1, PG. 17,  
H.C.M.R.

OWNER NAME: HECTOR HERNANDEZ,  
DOCUMENT NUMBER: 483038,  
O.R.H.C.



1/31/2024

SAMUEL DAVID MALDONADO  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6027

PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE TO BE ACQUIRED (SQ. FT.)	REMAINDER(SQ. FT.)
PARCEL 8	±16,055.12	3134888	0

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

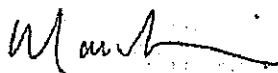
**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY**

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

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

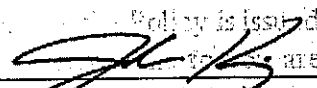
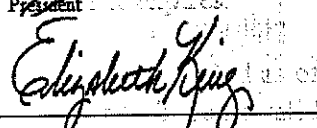
This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

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



Authorized Signature



  
President  
  
Secretary

## CONDITIONS AND STIPULATIONS

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

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

# SIERRA TITLE INSURANCE

GUARANTY COMPANY, INC.

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

**SCHEDULE A**

Effective Date: November 29, 2024

GF No.: 0003202226

Commitment No. 0003202226, issued December 11, 2024, 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:

**MARIA DE LOS SANTOS JAIMEZ and OSCAR LUIS JAIMEZ**

**SCHEDULE A**  
(Continued)

4. Legal description of land:

0003202226

**PARCEL 8**

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**SEE EXHIBIT "A" ATTACHED FOR METES AND BOUNDS DESCRIPTION OF PARCEL 8**

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.

C. 11/17/17  
( )

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

PROPERTY DESCRIPTION FOR  
PARCEL 8

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

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



NOTE: The Point of Beginning of this description has surface coordinates of N=16643073.0194, E=1060629.1725; 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;

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





## SCHEDULE B

0003202226

Commitment No.: 0003202226

GF No.: 0003202226

### 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:

Restrictions as contained in Deed dated March 14, 1980, recorded in Volume 1664, Page 702, Deed Records, Hidalgo County, Texas, but omitting any covenant conditions or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition, or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but not discriminate against handicapped persons.  
**(Omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.)**

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.

0003202226

## SCHEDULE B

(Continued)

0003202226

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.)
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:
- Rights of Parties in Possession. (APPLIES TO OWNER'S POLICY ONLY)
  - Easement reserved in Deed dated April 5, 1928, filed for record on in the Office of the County Clerk of Hidalgo County, Texas in Volume 284, Page 37, Map Records Hidalgo County, Texas.
  - Easements and Conditions as shown on the Map or Plat thereof, filed for record in Volume 1, Page 17, Map Records Hidalgo County, Texas.
  - Easements, rights, rules and regulations in favor of United Irrigation District.
  - Easements or claims of easements which are not a part of the public record.
  - 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.
  - Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.
  - This Policy specifically excepts to any and all taxes which are either due or may be due against the subject property.
  - 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.
  - 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.)
  - Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.

**SCHEDULE B**  
(Continued)

0003202226

- 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 B**  
(Continued)

- l. 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.

0003202226

**SCHEDULE C**

Commitment No.: 0003202226

GF No.: 0003202226

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. Vendor's lien retained in Deed dated July 31, 2020, filed for record on July 31, 2020; in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document No. 3134888, from Derek Ray Cottrell, a single person to Maria De Los Santos Jaimez and Oscar Luis Jaimez, a married couple, securing the payment of one certain promissory note of even date therewith in the principal amount of \$177,350.00, payable to the order of Leaderone Financial Corporation; said note and lien being additionally secured by Deed of Trust of even date to Bob Karlseng, Trustee, filed for record on July 31, 2020, in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document No. 3134889. (also includes other
6. 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.
7. (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.
8. In accordance with Procedural Rule P-30 (Guaranty Assessment Recoupment Charge), a Policy Guaranty Fee of \$2.00 for each Owner's Policy and Loan Policy issued must be collected at time of closing and remitted by the Title Company on all transactions closed on or after May 1, 2019. The Policy Guaranty Fee will be disclosed on the Closing Disclosure and/or the Texas Disclosure Form (Form T-64) as appropriate.

### SCHEDULE C

(Continued)

0003202226

9. Title Company reserves the right to revise any proposed insuring provision herein or make additional requirements upon its review of any additional documentation or information, including but not limited to a qualified approved survey.

10. Beginning January 1, 2004, all deeds, mortgages, and deeds of trust must include the following Notice on the front of the documents:  
**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

### SCHEDULE C

(Continued)

9. Title Company reserves the right to revise any proposed insuring provision herein or make additional requirements upon its review of any additional documentation or information, including but not limited to a qualified approved survey.

10. Beginning January 1, 2004, all deeds, mortgages, and deeds of trust must include the following Notice on the front of the documents:  
**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

**SCHEDULE D**

0003202226

Commitment No.: 0003202226

GF No.: 0003202226

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, Lynda Moore, Estate of Sadie Friedrichs.

**B-2. Shareholders, owners, partners, or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent are as follows:** Sierra Title Insurance Company, INC.

**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	Matthew T. Wilson	Vice President, Escrow
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.**

**4. 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:**

**SCHEDULE D**

(Continued)

0003202226

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

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

You will receive what is known as a "Title Commitment" from the Title Insurance Company.

Check the Policy

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.

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.: 0003202226

GF No.: 0003202226

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."

You can delete this 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.

**SIGNATURE**

**DATE**

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.

FORM 10

-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.