

SIERRA TITLE INSURANCE GUARANTY COMPANY, INC.

SCHEDULE A

Effective Date: August 31, 2023

GF No.: 0003199367

Commitment No. 0003199367, issued September 14, 2023, 08:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:
PROPOSED INSURED:

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

Policy Amount: \$25,000.00
PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: \$0.00
PROPOSED INSURED: , and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.

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:

SUMNER FAMILY PARTNERSHIP, LTD.

SCHEDULE A

(Continued)

4. Legal description of land:

The South twenty-two point twenty four (22.24) acres of Lot 16, Block 62, **MISSOURI-TEXAS LAND AND IRRIGATION COMPANY**, Hidalgo County, Texas, according to the Plat or Map thereof recorded in Volume 1, Page 29, Map Records of Hidalgo County, Texas.

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

SCHEDULE B

Commitment No.: 0003199367

GF No.: 0003199367

EXCEPTIONS FROM COVERAGE

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

1. ~~The following restrictive covenants of record itemized below:~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

SCHEDULE B

(Continued)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
 - a. Rights of parties in possession. (Owner's Policy Only)
 - b. Reservation of right of occupy and use all roads, highways, lot and block property lines for the purpose of constructing operating, and maintaining canals, laterals, drains, and drainage ways, pipelines, poles, and lines of wire for telegraph and telephone, and pipe lines for the conveyance of water, oil, gas, heat, light, power, and for electric and steam railroad, and sewer purposes, as shown on plat recorded in Volume 1, Page 29, Map Records of Hidalgo County, Texas.
 - c. Right of way easement granted to Rio Grande Valley Gas Company, by Delta Development Company, Inc., dated November 28, 1930, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 338, Page 213, Deed Records Hidalgo County, Texas.
 - d. Right of way easement granted to North Alamo Water Supply Corporation, by Frances Marjorie Switzer Leo Nesbit, dated September 23, 1969, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 1260, Page 501, Deed Records Hidalgo County, Texas.
 - e. Road easement along the South line of the subject land according to the Map or Plat thereof, filed for record in Volume 1, Page 29, Map Records Hidalgo County, Texas.
 - f. Easements, rights, rules and regulations in favor of Delta Lake Irrigation District.
 - g. Easements or claims of easements which are not a part of the public record.
 - h. Reservation as to one-half of one-eighth ($1/2$ of $1/8$) non-participating royalty interest in all oil, gas, and other minerals, together with all rights relative thereto, express or implied, reserved to grantor in Deed dated December 31, 1941, recorded in Volume 490, Page 67, Deed Records Hidalgo County, Texas, reference to which instrument is made for all intents and purposes. Title to said interest not checked subsequent to the date of the aforesaid instrument.
 - i. Reservation of $15/16$ interest of all oil, gas, and other minerals, together with all rights relative thereto, express or implied, reserved to grantor in that certain deed from Bentsen Development Co. to Bentsen Brothers, Inc., dated February 10, 1944, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 529, Page 435, Deed Records Hidalgo County, Texas, reference to which instrument is made for all intents and purposes. Title to said interest not checked subsequent to the date of the aforesaid instrument.
 - j. Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.
 - k. Any claim or allegation that the land described in Schedule A of this policy, was conveyed in violation of V.A.T.C Local Government Code, Sections 212.004, et seq. or 232.001, or in violation of any county or municipal ordinance affecting subdivisions, or any loss of the use of the land by reason thereof.

SCHEDULE B

(Continued)

- l. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of Hidalgo County, Texas, prior to the date hereof.
Liability hereunder at the date hereof is limited to \$. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.
(OWNER POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS).
- m. Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of Hidalgo County, Texas, prior to the date heretofrom;
Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.
(LOAN POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).
- n. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
(Note: Upon receipt of a survey acceptable to Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)

SCHEDULE C

Commitment No.: 0003199367

GF No.: 0003199367

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. With respect to Sumner Family Limited Partnership, Ltd., a limited partnership, the Title Company will require:
 - a) A copy of the Limited Partnership Agreement, together with all amendments thereto, if any, to determine the authority of the party(ies) to act on behalf of the limited partnership.
 - b) Satisfactory evidence that the Certificate of Limited Partnership or the Statement of Foreign Qualifications of a Foreign Limited Partnership has been filed with the office of the Secretary of State to verify that the limited partnership has qualified as such and to identify all of the general partners.
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. 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.
8. (Upon delivery of an acceptable approved survey) An acceptable approved survey having been furnished, and upon payment of the applicable premium in the case of an Owner Policy, Item 2 of Schedule B will be amended to read in its entirety: Shortages in area.

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.
11. NOTICE TO BUYER: This property is being purchased by a contract referred to as a TREC contract. Pursuant to Section 6b of said contract, Seller is to deliver to Buyer this Commitment of Title Insurance, and, at Buyer's expense, copies of documents listed as exceptions in this Title Commitment. If Buyer wishes delivery of such documents, Buyer must supply the Title Company with a written request for such documents. Upon receipt of such written request, the Title Company will prepare and estimate of such cost, and upon payment of said cost, will deliver such documents.
12. The Earnest Money Contract you entered into to purchase the land, may provide that the standard title policy contains an exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements, and that Parties, at Parties expense, may have the exception amended to read, shortages in area, thereby giving you coverage for those matters. The Texas Title Insurance Information portion of the Commitment for Title Insurance advises that an Owner's Policy will insure against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping improvements if an additional premium for the coverage. Any Owner's Policy issued in connection with the closing of the proposed transaction will contain this coverage and an additional premium will be charged unless on or before the date of closing the Company is advised in writing that this coverage is rejected.
13. NOTICE TO LENDER: If lender requires verification of the length of time current owner has been vested in title, Title Company will supply lender with copies of said vesting Deed or Deeds at NO CHARGE. If a complete chain of Title is requested from the Title Company for any specific time period, the Title Company will charge a fee for said chain of title.

SCHEDULE D

Commitment No.: 0003199367

GF No.: 0003199367

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
Peter Murphy
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 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:

- 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.

SCHEDULE D
(Continued)

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

Owner's Policy	\$	328.00
Loan Policy	\$	100.00
Total	\$	428.00

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

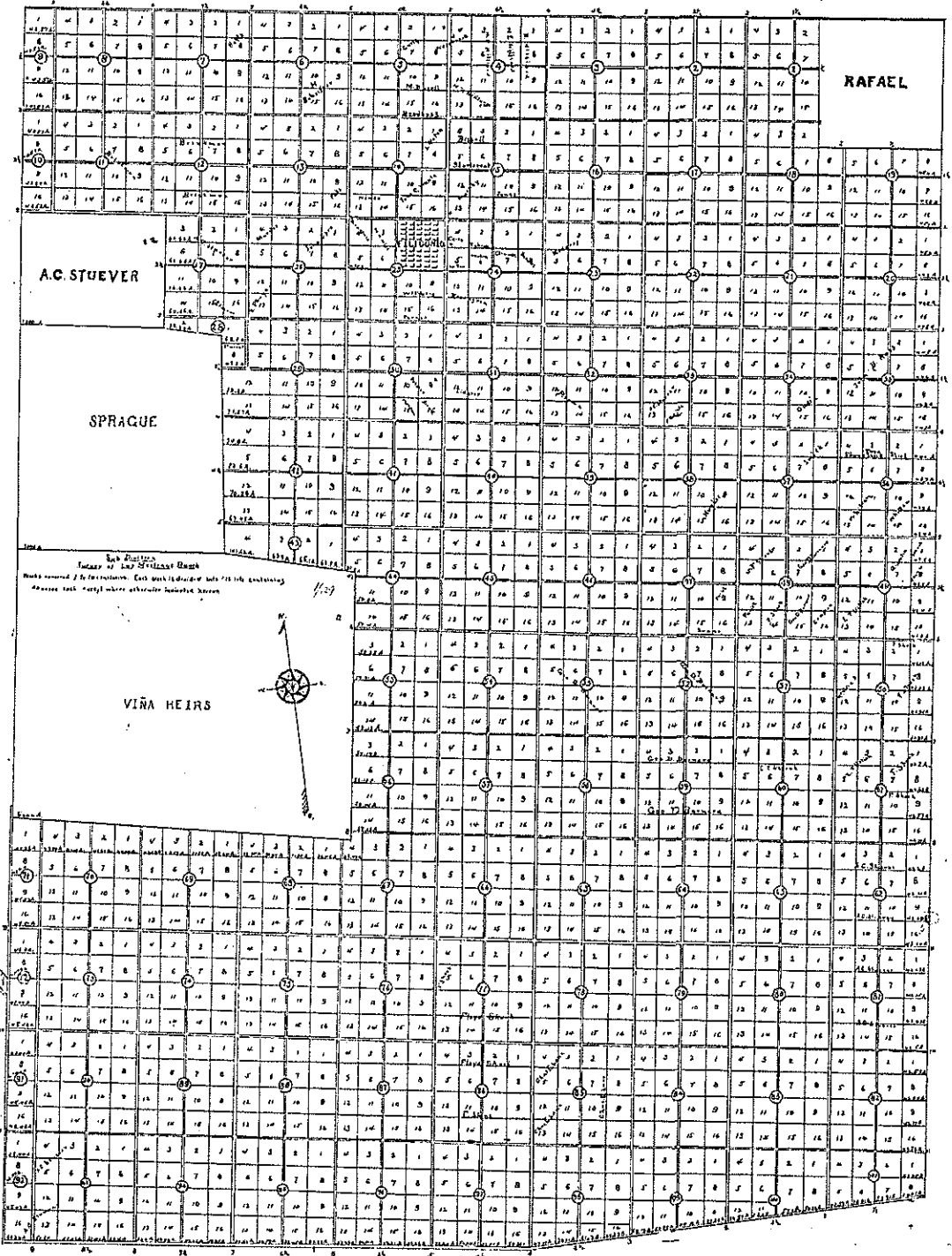
Amount	To Whom	For Services
%		Services Rendered

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

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

LAS MESTENAS RANCH

PROPERTY OF
MISSOURI - TEXAS LAND & IRRIGATION CO.



THE STATE OF TEXAS,
COUNTY OF HARRIS.

I, E. CLARKE, Sheriff of the County of Harris, do hereby certify that the map and plat of the Las Mestenas Ranch, as shown on the map and plat of the Missouri - Texas Land & Irrigation Company, is a true and correct copy of the original map and plat on file in my office, and that the same is in full compliance with the provisions of the Act of the Legislature of the State of Texas, passed on the 29th day of February, 1887, and amended by the Act of the Legislature of the State of Texas, passed on the 29th day of February, 1897, and the Act of the Legislature of the State of Texas, passed on the 29th day of February, 1907.

E. Clarke,
Sheriff of Harris County, Texas.

State of Texas,
County of Harris.

I, the undersigned, the Missouri - Texas Land & Irrigation Company, do hereby certify that the map and plat of the Las Mestenas Ranch, as shown on the map and plat of the Missouri - Texas Land & Irrigation Company, is a true and correct copy of the original map and plat on file in my office, and that the same is in full compliance with the provisions of the Act of the Legislature of the State of Texas, passed on the 29th day of February, 1887, and amended by the Act of the Legislature of the State of Texas, passed on the 29th day of February, 1897, and the Act of the Legislature of the State of Texas, passed on the 29th day of February, 1907.

Missouri - Texas Land & Irrigation Company,
by *[Signature]*, Vice-President.

State of Texas,
County of Harris.

I, the undersigned, the Missouri - Texas Land & Irrigation Company, do hereby certify that the map and plat of the Las Mestenas Ranch, as shown on the map and plat of the Missouri - Texas Land & Irrigation Company, is a true and correct copy of the original map and plat on file in my office, and that the same is in full compliance with the provisions of the Act of the Legislature of the State of Texas, passed on the 29th day of February, 1887, and amended by the Act of the Legislature of the State of Texas, passed on the 29th day of February, 1897, and the Act of the Legislature of the State of Texas, passed on the 29th day of February, 1907.

Missouri - Texas Land & Irrigation Company,
by *[Signature]*, Vice-President.

THE STATE OF MISSOURI,
CITY OF ST. LOUIS.

I, the undersigned, the Missouri - Texas Land & Irrigation Company, do hereby certify that the map and plat of the Las Mestenas Ranch, as shown on the map and plat of the Missouri - Texas Land & Irrigation Company, is a true and correct copy of the original map and plat on file in my office, and that the same is in full compliance with the provisions of the Act of the Legislature of the State of Missouri, passed on the 29th day of February, 1887, and amended by the Act of the Legislature of the State of Missouri, passed on the 29th day of February, 1897, and the Act of the Legislature of the State of Missouri, passed on the 29th day of February, 1907.

Missouri - Texas Land & Irrigation Company,
by *[Signature]*, Vice-President.

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					42.57A
6	13	14	15	16	
					42.57A
	4	3	2	1	
	A.C. Stavey				42.2A
	5	6	7	8	
			(62)		42.21A
	12	11	10	9	
	A.C. Stavey				42.23A
	13	14	15	16	
					42.24A
	4	3	2	1	
	A.C. Stavey				42.27A
	5	6	7	8	
			(81)		42.35A

8

9

RAYMONDVILLE LINE
831 EASEMENT NO. 23 FROM Delta Development Co ADDRESS Wellaco Tex

RIGHT OF WAY to RIO GRANDE VALLEY GAS COMPANY

W. L. Forbes

The State of Texas

KNOW ALL MEN BY THESE PRESENTS:

County of Hidalgo

That for and in consideration of (\$1.00) One Dollars to in hand paid, the receipt of which is hereby acknowledged, the undersigned grantor does hereby GRANT, AND CONVEY to the RIO GRANDE VALLEY GAS COMPANY; a Delaware corporation, its successors and assigns, the right of way to construct, maintain and operate pipe lines, (through the following described property situated in Hidalgo County, State of Texas, to wit:

Farm Tract No. 13, 14, 11, 6, 7, 2, 1, Block 81 Farm Tract 16 Block 62
Farm Tract No 9 in Blk 62. Las Mestanas Grant more fully described in deed from
W. L. Forbes to Delta Development Co (inc) recorded in Volume 16158, Page 12/20/29
Deed Records of said Hidalgo County, to which reference is here made for further description. 16157

TO HAVE AND TO HOLD to it, the said RIO GRANDE VALLEY GAS COMPANY, its successors and assigns, so long as such lines shall be maintained, with ingress and egress to and from the same, for the purpose of constructing, inspecting, repairing and maintaining the same, and the removal of same at will, in whole or in part. The said Grantor to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said RIO GRANDE VALLEY GAS COMPANY, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay all damages which may arise to crops and fences from the construction, maintenance and operation of said pipe, lines; said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, his heirs or assigns, one by the said RIO GRANDE VALLEY GAS COMPANY, its successors or assigns; and the third by the two so appointed as aforesaid, and the written award of such three persons, or any two of them, shall be final and conclusive.

Upon written application to the RIO GRANDE VALLEY GAS COMPANY at McAllen, Texas, the grantee will make or cause to be made a tap on any gas pipe line constructed by the grantee on grantor's premises for the purpose of supplying gas to the grantor for domestic use only, the cost of meter, saddle and labor to be borne by said grantee; all other expenses, including fillings, to be borne by grantors, gas to be measured and furnished at the main line of grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where grantee is supplying gas.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement, not expressed.

338

Witness the execution hereof on this the 28 day of Nov., A. D. 1930.

Signed and delivered in the

presence of the undersigned

DELTA DEVELOPMENT COMPANY (inc)

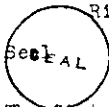
witnesses: ATTEST;

By WL Forbes President

Harry L Stobbins Secretary

J A. Winten

Right of Way Agent.



The State of Texas

County of Hidalgo

Before me, C. C. McConnell, a Notary Public in and for said County, and State, on this day personally appeared W. L. Forbes President Delta Development Co (inc), known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 28th day of Nov 1930, A. D. 192-

C C McConnell



Hidalgo Notary Public in and for

Hidalgo County, Texas

Filed for record this 21 day of Jan A. D. 1931 at 2:22 o'clock P. M.

F. W. Lemburg County Clerk

By C. V. Bridges Deputy

Recorded this the 22nd day of Jan., A. D. 1931 at 3:50 o'clock P. M.

F. W. Lemburg

Clerk County Court, Hidalgo County, Texas.

By _____ Deputy.



THE STATE OF TEXAS)
COUNTY OF HIDALGO)

8846
RIGHT-OF-WAY EASEMENT DEED

255

KNOW ALL MEN BY THESE PRESENTS: That Frances Marjorie Switzer Leo Nesbit, hereinafter called Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove, reconstruct and service a water line, water valves, hydrants, and other appurtenances to a waterworks system, including distributing lines, over and across the following land owned by Grantor in Hidalgo County, State of Texas:

The South 22.24 acres of Lot 16, Block 62, Missouri-Texas Land and Irrigation Company's Subdivision of Lands out of the Las Mestenas Grant, Hidalgo County, Texas; said easement to be located parallel to and adjacent to the south line of said property (provided that in the event the property line extends to the center of a road or canal, then said easement to commence at the edge of said road or canal right of way);

together with the right of ingress and egress over Grantor's adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15 ft. in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15 ft. in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantor covenants that he is the owner of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

Easement from Delta Improvement Company to Rio Grande Valley Gas Company, dated November 28, 1930, Vol. 338, p. 213, Deed Records, Hidalgo County, Texas.

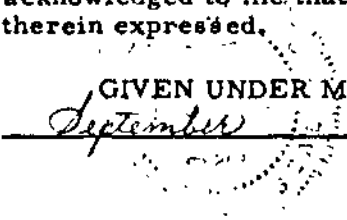
IN WITNESS WHEREOF the said Grantor has executed this instrument this 23rd day of September, 1969.

Frances Marjorie Switzer Leo Nesbit
Frances Marjorie Switzer Leo Nesbit

THE STATE OF IOWA
COUNTY OF BLACK HAWK

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Frances Marjorie Switzer Leo Nesbit, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of September, 1969.



Betty Krangel
Notary Public in and for
Black Hawk County, Iowa

8846

DEED

FILED FOR RECORD THIS DATE
At 4:01 o'clock P.M.
JUN 24 1970

By 
SERGIO SALDANA
Notary Public
Texas
County

#11311

* * * * *
SPECIAL WARRANTY DEED

FIRST TRUST JOINT STOCK LAND BANK
OF CHICAGO

TO NOAH O. FRY.

(#2656-Forbes)

THE STATE OF TEXAS)

COUNTY OF HIDALGO) KNOW ALL MEN BY THESE PRESENTS:

THAT First Trust Joint Stock Land Bank of Chicago, a corporation, duly incorporated and existing under the laws of the United States of America, for and in consideration of the sum of TEN THOUSAND AND NO/100(\$10,000.00) - - - DOLLARS to it in hand paid by Noah O. Fry, as follows:

\$2500.00 - -Cash, receipt of which is hereby acknowledged and confessed, and the execution and delivery by the said Noah O. Fry and wife, Willie Belle Fry, to First Trust Joint Stock Land Bank of Chicago, of their one certain promissory note in the principal sum of \$7500.00 bearing interest from September 1st, 1942 at the rate of six (6) per cent per annum, both principal and interest on said note being due and payable on an amortization plan in nine (9) equal annual installments of \$1018.95 each, and one final installment of \$1020.23, all due and payable as follows:

\$1018.95 being due and payable on or before the first day of September, A.D. 1943, and a like sum of \$1018.95 being due and payable on or before the first day of each succeeding September thereafter, to and including the first day of September, A.D. 1951 and a final installment of \$1020.23, being due and payable on or before the first day of September, A.D. 1952, said note containing the usual provisions as to attorney's fees, etc., and being further secured by a deed of trust of even date herewith, executed by Noah O. Fry and wife, Willie Belle Fry to C. B. Jennett, Trustee, has GRANTED, SOLD AND CONVEYED, and by these presents, does GRANT, SELL AND CONVEY unto the said Noah O. Fry of the County of Hidalgo, State of Texas, all that certain lot, tract or parcel of land lying and being situated in the county of Hidalgo, State of Texas, to-wit:

Being out of the Missouri-Texas Land & Irrigation Company's Subdivision of lands out of the Las Mestenas Grant, in Hidalgo County, Texas, according to the map or plat of such subdivision as the same appears of record in the office of the County Clerk of Hidalgo County, Texas, there being 300.68 acres of land, more or less, in the First Tract, hereinafter described, and there is a gross acreage out of Lot No. 3 hereinafter described of 5.72 acres, with easement covering canal right-of-way of 1.61 acres, making net acreage out of Lot No. 3 of 4.11 acres; there being 5.71 acres gross in the tract hereinafter described out of Lot No. 6, easement for canal right-of-way covering 1.21 acres, making net acreage conveyed out of said Lot 6 of 4.50 acres, described as follows:

FIRST TRACT: All of lots Nos. 1, 2, 7, 8, 9, 10, 15 and 16 in Block 62, except that part of said lots which has heretofore been conveyed to Willacy County Water Control & Improvement District No. 1 by The Delta Development Company by deed dated June 20, 1930, and duly of record in the Deed Records of Hidalgo County, Texas, in Volume 325, Pages 535, et seq.

SECOND TRACT: A triangular shaped piece of land out of Lots Nos. 3 and 6, Block 62 described as follows: A tract of land out of Lot 3, Block 62, Missouri-Texas Land & Irrigation Company

Subdivision, Southeast of Willacy County Water Control and Improvement District Number One, Canal A-21-A, described by metes and bounds as follows: BEGINNING at the southeast corner of said Lot 3; THENCE Westerly with the South boundary line of said Lot 3, a distance of 692.9 feet to a point in the center line of said Canal A-21-A; THENCE making an angle of 133 degrees 40 minutes to the right, Northeasterly with the center line of said canal, a distance of 905 feet to a point; THENCE making an angle of 46 degrees 20 minutes to the right, Easterly a distance of 68 feet to a point in the East boundary line of said Lot 3; THENCE making an angle of 90 degrees 00 minutes to the right, southerly with the East boundary line of said Lot 3, a distance of 654.7 feet to the point of beginning.

A tract of land out of Lot 6, Block 62, Missouri-Texas Land & Irrigation Company Survey; North-east of Willacy County Water Control and Improvement District Number One, Canal A-21-A, described by metes and bounds as follows: BEGINNING at a point in the North line of said Lot 6, a distance of 692.9 feet Westerly from its Northeast corner, same being an angle point in the center line of said Canal A-21-A; THENCE Easterly with the North boundary line of said Lot 6, a distance of 692.9 feet to the Northeast corner of said Lot 6; THENCE making an angle to the right of 90 degrees 00 minutes, southerly with the East boundary line of said Lot 6, a distance of 670 feet to a point; THENCE making an angle to the right of 90 degrees 00 minutes, Westerly, a distance of 50 feet to a point in the center line of said Canal A-21-A; THENCE making an angle to the right of 45 degrees 58 minutes, Northwesterly with the center line of said Canal A-21-A, a distance of 925.0 feet to the place of beginning.

The conveyance of the triangular strip of land hereinabove described out of Lots Nos. 3 and 6 is made subject to the following exceptions:

Easement given by First-Trust Joint Stock Land Bank of Chicago to Willacy County Water Control & Improvement District No. 1 by instrument dated July 8, 1939, and duly of record in the Deed Records of Hidalgo County, Texas, in Volume 448, Pages 481, et seq.

There is expressly reserved from this conveyance one-half of the one-eighth royalty in all oil, gas, sulphur and other minerals in and under the above described land, which said undivided one-sixteenth of the minerals is to be what is commonly known as a non-participating interest. The grantee herein, his heirs and assigns, shall have the right to lease the above described land for prospecting for oil, gas, sulphur and other minerals, without the joinder of the owner or holder of the undivided one-sixteenth interest herein retained, and the owner of the above described land shall have the right to receive and retain all bonuses which may be received for leases, as well as all delay rentals which may accrue under any leases; but the owner of the undivided one-half of the one-eighth royalty herein retained shall be entitled to receive one-half of one-eighth of all oil, gas, sulphur and other minerals which may be produced and saved from the above described land.

\$11.00 U.S. Rev. Stamps.
Attached and Cancelled.
Jan. 14, 1942. O. D. KIRKLAND, County Clerk.

THIS conveyance is further made subject to (a) any and all sales of oil, gas and other minerals heretofore shown of record; (b) all rights of way and easements, if any, for public roads or other purposes, now existing on, over or under said land.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereunto in anywise belonging unto the said Noah C. Fry, his heirs and assigns forever, and the said Corporation does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular, the said premises unto the said Noah C. Fry his heirs and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under it, but none other.

TAXES for the year 1942 and all prior years are to be paid by Grantor; taxes for 1942 are assumed and to be paid by Grantee.

THE above described property is now under a rental contract with Sam Bingham and/or Ray Engel which expires September 1st, 1942, and all rents and revenues under said contract for the year 1942, are to be received by Grantor.

IT IS EXPRESSLY STIPULATED AND AGREED that a vendor's lien is retained against the above described property, premises and improvements to secure the full and final payment of the above described note for the unpaid purchase price of said property, when and whereupon this deed shall become absolute.

IN WITNESS WHEREOF, the First Trust Joint Stock Land Bank of Chicago, has caused these presents to be signed by its duly authorized officers, and to be sealed with the seal of the Corporation at Chicago, Illinois, this the 31st day of December A.D. 1941.



FIRST TRUST JOINT STOCK LAND BANK OF CHICAGO.

BY: C. W. Weldon,
Vice-President.

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(SEAL)
ATTEST: L. J. Berry
Asst. Secretary.

STATE OF ILLINOIS)
COUNTY OF COOK)

BEFORE ME, the undersigned authority, a Notary Public in and for said Cook County, Illinois, on this day personally appeared C. W. Weldon, Vice-President of the First Trust Joint Stock Land Bank of Chicago, known to me to be the person and the officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the First Trust Joint Stock Land Bank of Chicago, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of December, A.D. 1941.

Dorothy Berg

Notary Public, in and for Cook County, Illinois

DOROTHY BERG

My commission Expires March 10th, 1945.

FILED for record this the 14th day of January, A.D. 1942 at 3:54 o'clock P.M. and duly RECORDED this the 28th day of January, A.D. 1942 at 3:40 o'clock P.M.



O. D. KIRKLAND, COUNTY CLERK
HIDALGO COUNTY, TEXAS.
BY: G. A. WEBER, DEPUTY.

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#42199

WARRANTY DEED

BENTSEN DEVELOPMENT CO.

TO

BENTSEN BROTHERS, INC.

THE STATE OF TEXAS,)
COUNTY OF HIDALGO,)

KNOW ALL MEN BY THESE PRESENTS:

That We, Lloyd M. Bentsen and Elmer C. Bentsen, co-partners as Bentsen Development Company, of the County of Hidalgo, State of Texas, for and in consideration of the sum of Ten and no/100 Dollars and other valuable considerations, cash in hand paid by Bentsen Brothers Inc., a corporation, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said BENTSEN BROTHERS, INC, a corporation, of the County of Hidalgo, State of Texas, all that certain Lot, tract or parcel of land, situated lying and being in Hidalgo County, Texas, to-wit:

First Tract: The North Five (5) acres of the South thirty-six (S 36) acres of Lot numbered Fifteen (15) Block 83 of the Missouri-Texas Land and Irrigation Company's Subdivision of land out of the Les Mestenas Grant in Hidalgo County, Texas, according to map or plat of said subdivision now on file in the office of County Clerk of said County,

Second Tract: The North Seven and ninety-nine hundredths (N 7.99) acres of Lot numbered Sixteen (16) of Block numbered eighty-three (83) of the Missouri-Texas Land and Irrigation Company's Subdivision of land out of the Les Mestenas Grant in Hidalgo County, Texas, according to map or plat of said subdivision now on file in the office of County Clerk of said County.

Third Tract: The South Twenty (S 20) acres of the North Twenty-seven and fifty-six Hundredths acres (N 27.56) of Lot numbered Fourteen (14), Block numbered Seven (7), of the Missouri-Texas Land and Irrigation Company's Subdivision of land out of Les Mestenas Grant in Hidalgo County, Texas, according to map or plat of said subdivision now on file in the office of the County Clerk of said County,

Fourth Tract: The South Twenty-two and twenty-four hundredths (S 22.24) acres of Lot numbered Sixteen (16), Block 62, Missouri-Texas Land and Irrigation Company's Subdivision of land out of the Les Mestenas Grant in Hidalgo County, Texas, according to map or plat of said subdivision now on file in the office of County Clerk of said County.

There is included in the acreages hereinabove recited all roadway, canal right of way and drainage ditch rights of way, easement for which have heretofore been reserved, but there is EXCEPTED from this conveyance an undivided fifteen-sixteenths (15/16ths) interest in all oil, gas and other minerals underlying or that may be recovered from said land and premises, together with the right of ingress and egress for the removal of same, now or heretofore, excepted.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Bentsen Brothers Inc, its successors and assigns forever and we do hereby bind ourselves and our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Bentsen Brothers Inc, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the above named grantor has caused these presents to be executed this 10th day of February 1944.

LLOYD M. BENTSEN

ELMER C. BENTSEN

Co-partners as Bentsen Development
Company.

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, |
COUNTY OF HIDALGO, |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Lloyd M. Bentsen and Elmer C. Bentsen, co-partners known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity as stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of February, A.D. 1944.

(SEAL)
NOTARY

FLORENCE DOCKTER

NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

FLORENCE DOCKTER

Filed for record this the 22nd day of April, A.D., 1944, at 11:34 O'clock A. M. and duly recorded, this the 17th day of May, A.D., 1944, at 4:35 O'clock P. M. and

O. D. KIRKLAND, COUNTY CLERK

HIDALGO COUNTY, TEXAS

BY BILL LEVERMAN, DEPUTY



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