



GENERAL OFFICES

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March 18, 2023

United Independent School District as
Trustee for itself and for Webb County
Webb County Road and Bridge
City of Rio Bravo
3501 E. Saunders St.
Laredo, Texas 78041-5444

Re: State of Texas - Texas Border Infrastructure System

Dear Landowner:

The State of Texas, led by Governor Gregg Abbott in a directive to the Texas Facilities Commission, is continuing the construction of a Texas Barrier Infrastructure System (TBI) to secure the southern border of Texas. This project will continue the infrastructure plans previously started by the Department of Human Services under the previous federal administration. The State is currently seeking to acquire easement rights only by negotiating with property owners willing to convey an easement to the State of Texas for the construction of the TBI.

Universal Field Services Inc. has been retained to negotiate with the landowners impacted by the design of the TBI to secure an easement where the structure will be constructed. We are not invoking eminent domain at this time and hope to reach amicable settlements with property owners interested in participating in this project to help secure the southern border of Texas.

We hope to reach a mutual agreement with you for a two hundred fifty (250) foot easement across your property and are offering you the total sum of **\$42,630.00** which is based upon an appraised value of \$42,630.00 (\$29,000.00 per acre for approximately 1.470 acres as shown on the attached Exhibit A) and \$0.00 (0% damages to the remainder for approximately 0.9402 acres of your property). A copy of State's Grant of Easement is enclosed for your review. Omar Amaral, a Universal Field Services authorized right-of-way agent, will contact you soon to discuss the offer. Omar may be reached by phone at 361-652-1448 or by email at oamaral@ufsrw.com.

This offer will remain open for one hundred twenty (120) days. We hope you will give our offer serious consideration and that you visit with our right-of-way agent during that time to have your questions and concerns answered. You may discuss this offer with others of your choosing or you may keep this offer confidential if you choose to do so.

Sincerely,

Larry Risinger
Universal Field Services, Inc.
Right Of Way Supervisor

Encl: Introduction Letter, Appraisal, Memo of Agmt., Std. Esmt., Exhibit, & W9

A LEGACY THAT WORKS FOR YOU

CBRE VALUATION & ADVISORY SERVICES

APPRAISAL REPORT

LRT-WEB-1030

W/L OF TULIPAN DRIVE, W OF PATRICIA LANE & S OF
GLADIOLA LANE

RIO BRAVO, TEXAS 78046

CBRE GROUP, INC. FILE NO. 21-361RW-0531-203

CLIENT REFERENCE NO. LRT-WEB-1030

UNIVERSAL FIELD SERVICES, INC.

CBRE

August 30, 2022

Mr. Larry Risinger

UNIVERSAL FIELD SERVICES, INC.
9177 East Mineral Circle
Centennial, Colorado 80112RE: Appraisal of: LRT-WEB-1030
W/L of Tulipan Drive, W of Patricia Lane & S of Gladiola Lane
Rio Bravo, Webb County, Texas
CBRE, Inc. File No. 21-361RW-0531-203
Client Reference No. LRT-WEB-1030

Dear Mr. Risinger:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject is a 2.4102-acre (104,988 sq. ft.) tract of effectively vacant land located along the west line of Tulipan Drive, west of Patricia Lane and south of Gladiola Lane in the City of Rio Bravo, Texas, south of the City of Laredo, Texas. Universal Field Services, Inc. intends to acquire right of way, in the form of a perpetual easement, for constructing a border wall along the Texas/Mexico border. The proposed right of way extends northeast/southwest through the length of the property.

According to the appraisal district records, subject inspection, and aerial view, the subject property is primarily vacant tract of land with site improvements. It is the appraiser's conclusion that the proposed acquisition does not impact any of the improvements. Based on the analysis contained in the following report, the appraiser's opinion of total compensation is concluded as follows:

CONCLUDED MARKET VALUE		
	Market Value	Compensation
Larger Parcel (Land and Affected Improvements)	\$69,896	
Part(s) Being Acquired		\$42,630
Remainder Before Consideration of Damages	\$27,266	
Remainder After Consideration of Damages	\$27,266	
Net Damages or Benefits		\$0
Net Cost to Cure (Temporary Damages)		\$0
Temporary Easements		\$0
Total Compensation		\$42,630

The Report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this Report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The purpose of the appraisal is to determine the property's market value. "*Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obligated to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future.*" City of Austin v. Cannizzo, 267 S.W.2d 808 (Tex. 1954)

The intended use and user of our Report are specifically identified in our Report as agreed upon in my contract for services and/or reliance language retained in the appraiser's work file. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our Report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the Report. No other use or user of the Report is permitted by any other party for any other purpose. Dissemination of this Report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the Report, its conclusions or contents (or any portion thereof).

The Report is not the appraisal but is the reporting of the appraisal to the named client or named intended user. Anyone else who attempts to rely on an appraisal report that is not a named user may be misled by the Report. If you are not the client, you have no way of knowing if a later appraisal was done that replaces this Report. Any changes will result in a different report date. Accordingly, this document may no longer contain the appraisers' opinions. Any subsequent reports, with a later report date, voids this document even to the client or intended user.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Mike Miggins, MAI, CRE, R/W-AC
Director
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Jim Patterson, R/W-AC
Director
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Kara Gianni
Vice President
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Subject Aerial with Acquisition Overlay



Aerial View of Subject and Acquisition

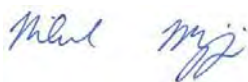
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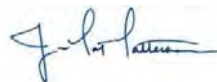
Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this Report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this Report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Texas.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the date of this report, Mike Miggins, MAI, CRE, R/W-AC has completed the continuing education program for Designated Members of the Appraisal Institute.
10. Mike Miggins, MAI, CRE, R/W-AC has made a personal inspection of the subject property of this analysis. Jim Patterson, R/W-AC and Kara Gianni have not made a personal inspection of the property that is the subject of this report.
11. No one provided significant real property appraisal assistance to the person(s) signing this report by performing market research and assisting in writing the report.
12. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
13. Mike Miggins, MAI, CRE, R/W-AC; Jim Patterson, R/W-AC; and Kara Gianni have not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.



Mike Miggins, MAI, CRE, R/W-AC
TX 1332764 G



Jim Patterson, R/W-AC
TX 1336482 G



Kara Gianni
TX 1380862 G

Executive Summary

INTRODUCTION			
CBRE File No.:	21-361RW-0531-203		
Date of the Report	August 30, 2022		
Effective Date	August 9, 2022		
Valuation Date Type	Current		
Client	Universal Field Services, Inc., its employees, agents, and assigns		
Client Name	Universal Field Services, Inc.		
Representative	Mr. Larry Risinger		
Address	9177 East Mineral Circle Centennial, CO 80112		
Parcel Number	LRT-WEB-1030		
Subject Location	W/L of Tulipan Drive, W of Patricia Lane & S of Gladiola Lane Rio Bravo, Webb County, TX		
Owner	United Independent School District as Trustee for itself and for Webb County, Webb County Road and Bridge, and the City of Rio Bravo		
Assessor IDs	224904		
Property Rights Appraised	Fee Simple Estate and Easement Rights subject to existing encumbrances		
Rights Being Acquired	Surface and Air Rights by Perpetual Easement		
Current Use of Subject	Effectively Vacant Land		
Highest and Best Use			
As Vacant	Residential or Development of Residential Lots		
As Improved	The subject is being appraised as vacant land		
of Acquisition	As part of the Whole Property		
Estimated Exposure Time	6 - 12 Months		
Buyer Profile	Owner-User or Developer		
LAND AREAS			
Whole Property	2.4102	AC	104,988 SF
Fee Area	2.4102	AC	104,988 SF
Part Acquired			
LRT-WEB-1030	1.4700	AC	64,033 SF
Total Acquired in Fee	1.4700	AC	64,033 SF
Remainder Property			
Remainder After	0.9402	AC	40,955 SF
Remainder Total Size	0.9402	AC	40,955 SF
CONCLUDED MARKET VALUE			
	Market Value	Compensation	
Larger Parcel (Land and Affected Improvements)	\$69,896		
Part(s) Being Acquired		\$42,630	
Remainder Before Consideration of Damages	\$27,266		
Remainder After Consideration of Damages	\$27,266		
Net Damages or Benefits		\$0	
Net Cost to Cure (Temporary Damages)		\$0	
Temporary Easements		\$0	
Total Compensation		\$42,630	

COVID-19

Impacts of COVID-19 in Relation to Economic Data Available for the Subject

With vaccination rollouts and the lifting of occupancy restrictions becoming common across the United States, many real estate market sectors and locations are experiencing a return to relative normalcy. In these types of markets, property sales and leasing activity are recovering, and there is less uncertainty regarding how investors and tenants are responding to the impacts of COVID-19.

Still, other property types and locations are impacted by uncertainty, providing limited sales and leasing activity as evidence for economic assumptions. During our investigation of market data for the subject of this Report we were able to identify market activity e.g. sales and leasing activity that has occurred since March of 2020 (or the inception of the Global Pandemic). Due to the availability of market data, we believe the impacts of COVID-19 on this property type has been adequately considered.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

An extraordinary assumption is defined as "an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions."¹

A hypothetical condition is defined as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purposes of analysis."²

The use of extraordinary assumptions and hypothetical conditions may affect assignment results.

EXTRAORDINARY ASSUMPTIONS: uncertain information; could alter conclusions

- We have relied on the title information, provided by the client, and aerial imagery for the land area and subject outline utilized in this assignment. We assume the size and outline to be correct and reserve the right to amend our analysis if they are proven incorrect.
- While the subject is located within the City of Rio Bravo, no deed restrictions applicable to the subject were identified during our research. It is an assumption of this report that the subject is not restricted by deed or plat, and that the listing of the subject for residential development would be legally permissible. If further information to the contrary is provided at a later date, we reserve the right to amend this analysis.
- A soils analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soils report, it is a specific assumption that the site has adequate soils to support the highest and best use.

¹ The Appraisal Foundation, USPAP

² The Appraisal Foundation, USPAP

EXTRAORDINARY ASSUMPTIONS (CONT.): uncertain information; could alter conclusions

- Based on instructions from the client, it is assumed that any damage to improvements (such as fences and structural improvements) caused by construction, maintenance, operation, repairing, alteration, replacement, or removal of its facilities shall be repaired or replaced to their as-is condition or better. Thus, no compensation or cost to cure for fencing or any other improvements has been included in this analysis.
- It is assumed that any underground improvements or other improvements which are not visible to the appraiser will not be impacted by the project. Any impact to such improvements will require modification of this analysis or separate agreement between the property owner and the client.
- The valuation of subsurface mineral rights is outside the scope of this assignment. CBRE is aware that some properties in the area may benefit from the sub-surface mineral development. These potentially contain oil, natural gas and other resources which, if extracted, could contribute to the value of the property. We suggest the client contact an appropriate geological professional to determine the possible benefits, if any, of the subject's subsurface rights. The value conclusion(s) presented in this report, specifically exclude any subsurface mineral rights. The assumption is made that the comparable sales utilized in this report excluded mineral rights and/or value attributed to mineral rights, unless otherwise stated in the Discussion/Analysis of Sales section(s).

HYPOTHETICAL CONDITIONS: contrary to what is known but used for purpose of analysis

- The value of the remainder after the acquisition is subject to the Hypothetical Condition that, as of the effective date of appraisal, the proposed project has been constructed according to the specifications provided by the client.
 - In the appraisal of property for eminent domain, numerous court cases and statutes have established that project influence (both positive and negative) should be disregarded in the value of the property before the acquisition. Therefore, the appraiser has excluded consideration of any effect the project may have on the property. This requires the appraiser to analyze the property based on a condition that is contrary to what currently exists but is accepted appraisal practice.
 - Certain elements of damage cannot be considered in the appraisal of the remainder although these elements may reduce the value of the remainder tract. This is in accordance with *State v. Schmidt*, 867 S.W. 2d 769, 781 (Tex. 1993), wherein the Supreme Court ruled that damages due to diversion of traffic, circuitry of travel, increased noise, reduced visibility to passers byes, and inconvenience due to construction activities are non-compensable and are thus not considered in the valuation of the remainder. See also Texas Property Code, Chapter 21, Subchapter C, Section 21.042 (d).
-

Scope of Work

IDENTIFICATION OF THE SUBJECT

The subject is a 2.4102-acre (104,988 sq. ft.) tract of effectively vacant land located along the west line of Tulipan Drive, west of Patricia Lane and south of Gladiola Lane in the City of Rio Bravo, Texas, south of the City of Laredo, Texas. Universal Field Services, Inc. intends to acquire right of way, in the form of a perpetual easement, for constructing a border wall along the Texas/Mexico border. The proposed right of way extends northeast/southwest through the length of the property.

Identification of the Larger Parcel

The value of a property cannot be estimated without a determination of the property to be appraised. In some cases, multiple tax parcels are utilized together in one use or a larger tract of land may be legally, economically and physically divisible into smaller economic units. The three tests to determine the "larger parcel" to be valued in an appraisal are:

- Unity of Title - control by a single entity, individual, or group. Title is largely a legal question.
- Unity of Use - an integrated highest and best use separate from surrounding land. Multiple tracts can have the same use but be separate tracts, such as platted lots. Use is an economic question that is dependent upon supply and demand, availability of substitutes and other economic principles.
- Proximity - contiguous tracts or proximate tracts that are used together. Subordinate to Unity of Use.

The larger parcel identified for valuation purposes of this assignment is 2.4102 acres of land under the same owner and use.

OWNERSHIP

The summary of ownership information is listed in the table below.

OWNERSHIP SUMMARY	
	Current
Owner:	United Independent School District as Trustee for itself and for Webb County, Webb County Road and Bridge, and the City of Rio Bravo
Most Recent Transaction Date:	April 1, 2003
County/Locality Name:	Webb County
Pending Sale:	No
Change of Ownership - Past 3 Years	No
Compiled by CBRE	

Based on our research, the most recent acquisition was in 2003 and is not relevant for this analysis as it was a bankruptcy case and not considered a market transaction. To the best of our knowledge there have been no ownership transfers of the property during the previous three

years. The subject is not known to be currently listed for sale or under contract to sale as of the effective date of this report.

FURNITURE, FIXTURES AND EQUIPMENT (PERSONAL PROPERTY)

This appraisal includes permanently installed fixtures and improvements attached to the real property. Trade fixtures may or may not be considered personal property, depending upon whether those improvements are typically retained by tenants in this market, or lease terms. Such items may include walk-in coolers, vent hoods, paint booths, overhead cranes, and other similar items. Trademarked items such as signage specific to a business are also considered personal property.

No items of personal property were noted in the acquisition area.

APPRAISAL ASSIGNMENT	
Guidance	- The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), USPAP reporting Standard 2-2, and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
Project Name	- Rio Grande Valley Parcels
Intended User	- This appraisal is to be used by Universal Field Services, Inc., and no other user may rely on our report unless as specifically indicated in the report.
Intended Use	- This report is intended only for use in conjunction with property acquisition for the proposed project. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof). Parties who receive or might receive a copy of the appraisal are not necessarily intended users. The appraiser’s responsibility is to the intended users identified in the report, not to all readers of the appraisal report.

CLIENT

The client is Universal Field Services, Inc.

INTEREST APPRAISED

INTERESTS APPRAISED	
Fee Simple Estate	Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. <i>Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 90</i>
Easement	The right to use another's land for a stated purpose. <i>Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 71</i>

The interest being acquired are easement surface and aerial rights. However, the property rights are being acquired in perpetuity to construct roadways and a border wall to secure the Texas-Mexico border. Effectively, the acquisition represents a majority of the property rights, and the value of those rights is estimated to be equivalent to a fee simple acquisition.

Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor's records
- legal description
- aerial imagery provided by the client

Extent to Which the Property is Inspected

Mike Miggins, MAI, CRE, R/W-AC personally conducted an inspection on August 9, 2022. The property was inspected from the nearby public roadway.

Effective Date

The effective date of this appraisal is the date of inspection, August 9, 2022.

Type and Extent of the Data Researched

CBRE reviewed the following:

- deed records, if available
- applicable tax data
- zoning requirements, if applicable
- flood zone status
- demographics
- comparable data
- title documents from the client

Type and Extent of Analysis Applied

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. The steps required to complete each approach are discussed in the methodology section.

Subject Photographs



Taken from Patricia Lane



Taken from Patricia Lane



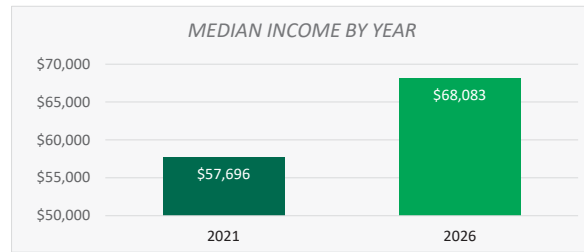
Taken from Tulipan Drive



Taken from Tulipan Drive

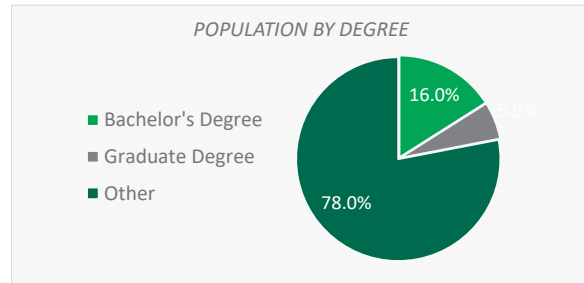
INCOME

The area features an average household income of \$79,073 and a median household income of \$57,696. Over the next five years, median household income is expected to increase by 18.0%, or \$2,077 per annum.

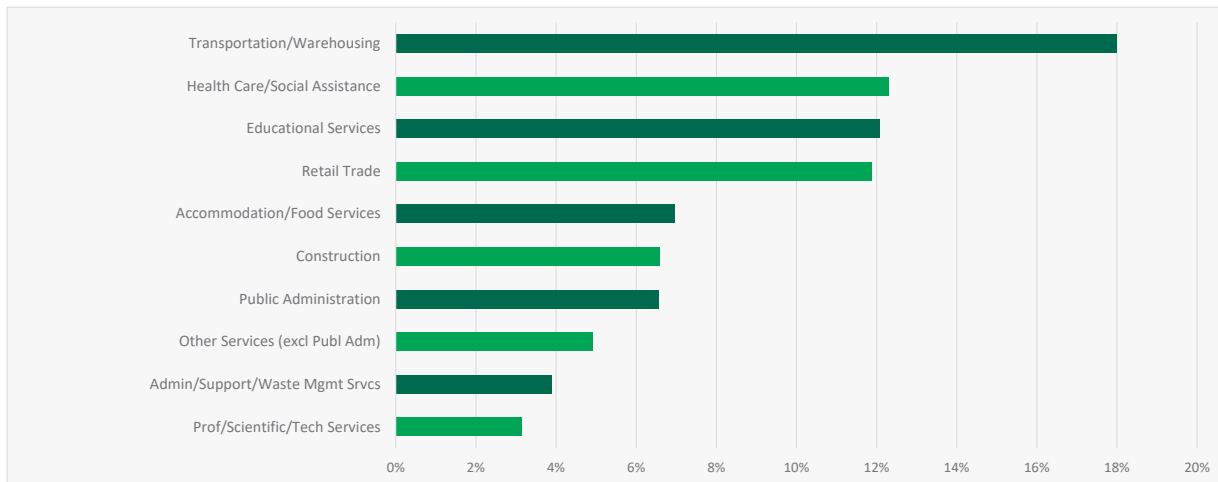


EDUCATION

A total of 22.0% of individuals over the age of 24 have a college degree, with 16.0% holding a bachelor's degree and 5.9% holding a graduate degree.



EMPLOYMENT

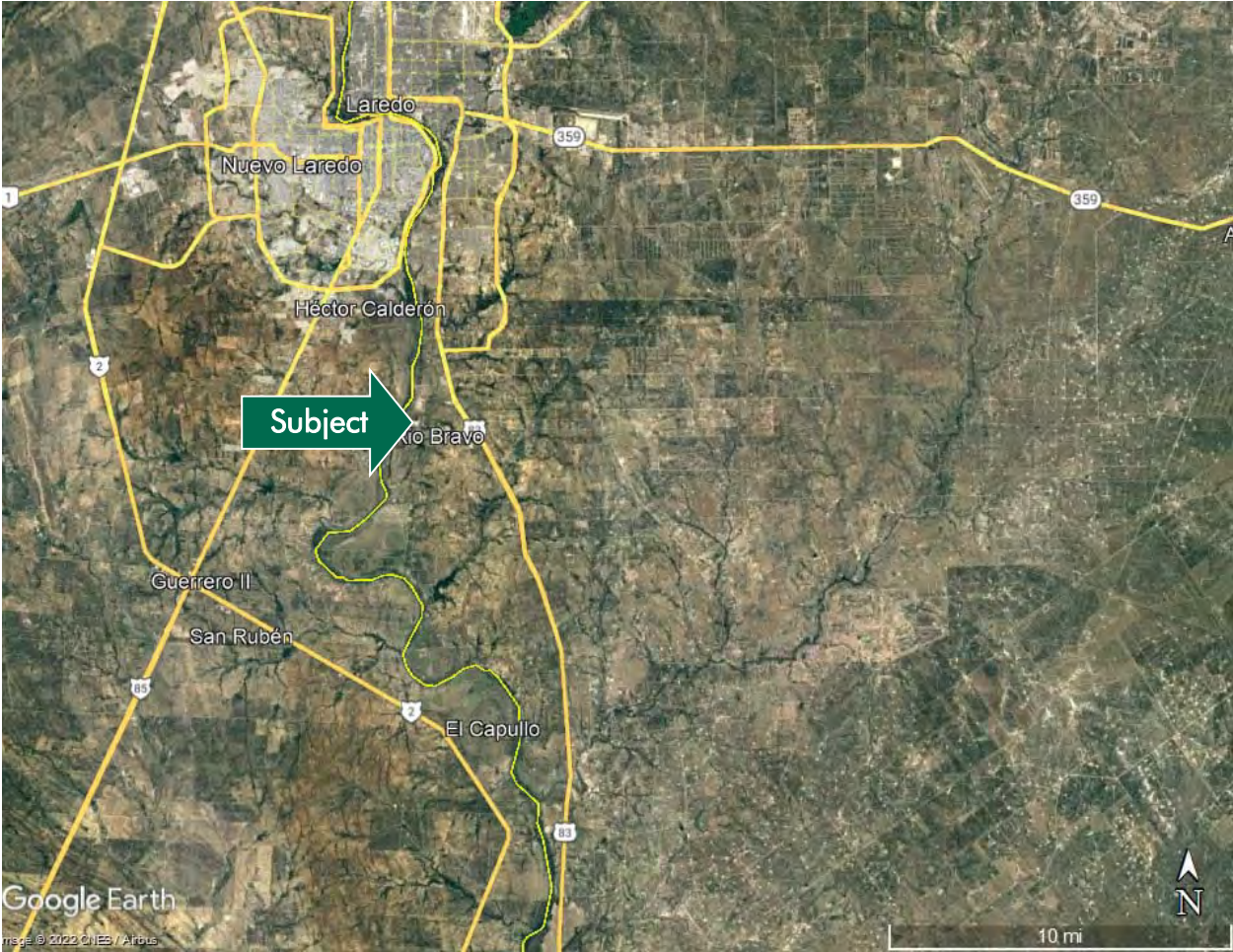


The area includes a total of 113,989 employees and has a 4.8% unemployment rate. The top three industries within the area are Transportation/Warehousing, Health Care/Social Assistance and Educational Services, which represent a combined total of 42% of the population.

Compiled by CBRE; Source: Esri

In summary, the subject is forecasted to experience an increase in population, an increase in household income, and an increase in household values.

Neighborhood Analysis



LOCATION

The subject is located in Webb County, Texas, just outside of the city of Laredo in the City of Rio Bravo.

NEIGHBORHOOD CHARACTERISTICS		
Location:	<i>(urban, suburban, rural)</i>	Rural
Built-Up:	<i>(>75%, 25-50%, <25%)</i>	25% - 75%
Growth Rate / Change:	<i>(rapid, stable, slow)</i>	Stable
Change in Present Land Use:	<i>(not likely, likely*, taking place*)</i>	Not Likely
Neighborhood Boundaries		
North:	Laredo	
South:	Zapata County Line	
East:	Texas Highway 16	
West:	Rio Grande	
Source: CBRE		

The subject is south of the City of Laredo’s city limits in an area between Laredo and Zapata along the Rio Grande River. It is across the border from Nuevo Laredo, Mexico which combined with Laredo is a relatively larger developed area.

LAND USES

In the City of Laredo there are various types of land uses including residential, commercial, and industrial. Land uses along major freeways and roadways generally consists of the commercial development while the residential development is off of the main roadways. Laredo is a long established area with an active and stable economy. Primary growth patterns are trending along Highway 83. Development in the immediate area surrounding the subject consists primarily of recreational, agricultural, commercial and residential uses. The area surrounding the subject is in a transitional stage since its proximity to the city; however, properties to the south of it are still pretty rural. There are two subdivisions and a few commercial developments just immediately surrounding the subject.

DEMOGRAPHICS

Selected neighborhood demographics from the subject are shown in the following table:

SELECTED NEIGHBORHOOD DEMOGRAPHICS					
W/L of Tulipan Drive, W of Patricia Lane & S of Gladiola Lane Rio Bravo, TX 78046	1 Mile Radius	3 Mile Radius	5 Mile Radius	Laredo, TX Metropolitan Statistical Area	Webb County
Population					
2027 Total Population	1,755	7,610	10,815	274,466	274,466
2022 Total Population	1,765	7,652	10,585	270,670	270,670
2010 Total Population	1,872	9,431	11,206	250,304	250,304
2000 Total Population	2,169	9,135	10,033	193,117	193,117
Annual Growth 2022 - 2027	-0.11%	-0.11%	0.43%	0.28%	0.28%
Annual Growth 2010 - 2022	-0.49%	-1.73%	-0.47%	0.65%	0.65%
Annual Growth 2000 - 2010	-1.46%	0.32%	1.11%	2.63%	2.63%
Households					
2027 Total Households	459	1,909	2,718	82,301	82,301
2022 Total Households	455	1,891	2,619	80,041	80,041
2010 Total Households	429	1,869	2,297	67,106	67,106
2000 Total Households	457	1,957	2,145	50,740	50,740
Annual Growth 2022 - 2027	0.18%	0.19%	0.74%	0.56%	0.56%
Annual Growth 2010 - 2022	0.49%	0.10%	1.10%	1.48%	1.48%
Annual Growth 2000 - 2010	-0.63%	-0.46%	0.69%	2.84%	2.84%
Income					
2022 Median Household Income	\$40,518	\$30,203	\$30,975	\$57,696	\$57,696
2022 Average Household Income	\$74,056	\$50,248	\$48,801	\$79,073	\$79,073
2022 Per Capita Income	\$19,087	\$12,975	\$12,520	\$23,445	\$23,445
2022 Pop 25+ College Graduates	114	303	417	34,608	34,608
Age 25+ Percent College Graduates - 2022	12.4%	7.2%	7.2%	22.0%	22.0%

Source: ESRI

CONCLUSION

As shown above, the population within the county has experienced only moderate growth, with only a slight gain in population between 2010 and 2022 and a small increase in total households within the county. The area in the five-mile radius has actually experienced a slight decrease in population and households. The neighborhood currently has an average household income of \$48,801 within a five mile radius of the subject. The area is also reflecting a median household income of \$30,975 for 2022. The outlook for the neighborhood is considered to be stable with very moderate growth over the next several years. As a result, the demand for existing developments is expected to be stable.

Site Analysis

The following chart summarizes the salient characteristics of the subject site.

SITE SUMMARY AND ANALYSIS			
Physical Description			
Gross Site Area	2.4102 Acres	104,988 Sq. Ft.	
Net Site Area	2.4102 Acres	104,988 Sq. Ft.	
Shape	Rectangular		
Topography	Varies		
Zoning District	None		
Flood Map Panel No. & Date	48479C1535C	2-Apr-08	
Flood Zone	Zone A		
Ingress/Egress Points	Tulipan Drive		
Comparative Analysis			Rating
Access			Average
Visibility			Average
Functional Utility			Average
Traffic Volume			Low
Utilities	Provider	Availability	
Water	Webb County Public Water	Yes	
Sewer	Webb County Public Sewer	Yes	
Other	Yes	No	Unknown
Detrimental Easements		x	
Encroachments		x	
Deed Restrictions		x	
Source: Various sources compiled by CBRE			

SHAPE AND FRONTAGE

The site has a generally rectangular shape and frontage along Tulipan Drive.

INGRESS/EGRESS

The property is accessible from Tulipan Drive.

TOPOGRAPHY AND DRAINAGE

The site varies in topography, being generally level at street grade along the roadway frontage and gradually sloping downward toward the river. The topography of the site is not seen as an impediment to the development of the property. During our inspection of the site, we observed no drainage problems and assume that none exist.

FLOOD ZONE

We are not experts in determining flood zone elevations, and we were not provided with a flood zone certificate for the subject. The reader is encouraged to consult with a professional engineer to determine the subject's actual flood zone status. Based on our review of Interflood Flood Panel No. 48479C1535C, the subject appears to be entirely located within the floodplain in Zone A.

EASEMENTS AND ENCROACHMENTS

A title certificate was provided by the client for review. Although there are some easements believed to be on the property, there are no known easements or encroachments impacting the site that are considered to affect the marketability or highest and best use. For any specific details of easements or encroachments, please reference the title information located in the addenda of this report.

COVENANTS, CONDITIONS AND RESTRICTIONS

There are no known covenants, conditions, or restrictions impacting the site that are considered to affect the marketability or highest and best use. Although the subject is located in the City of Rio Bravo, no deed restrictions applicable to the subject were identified.

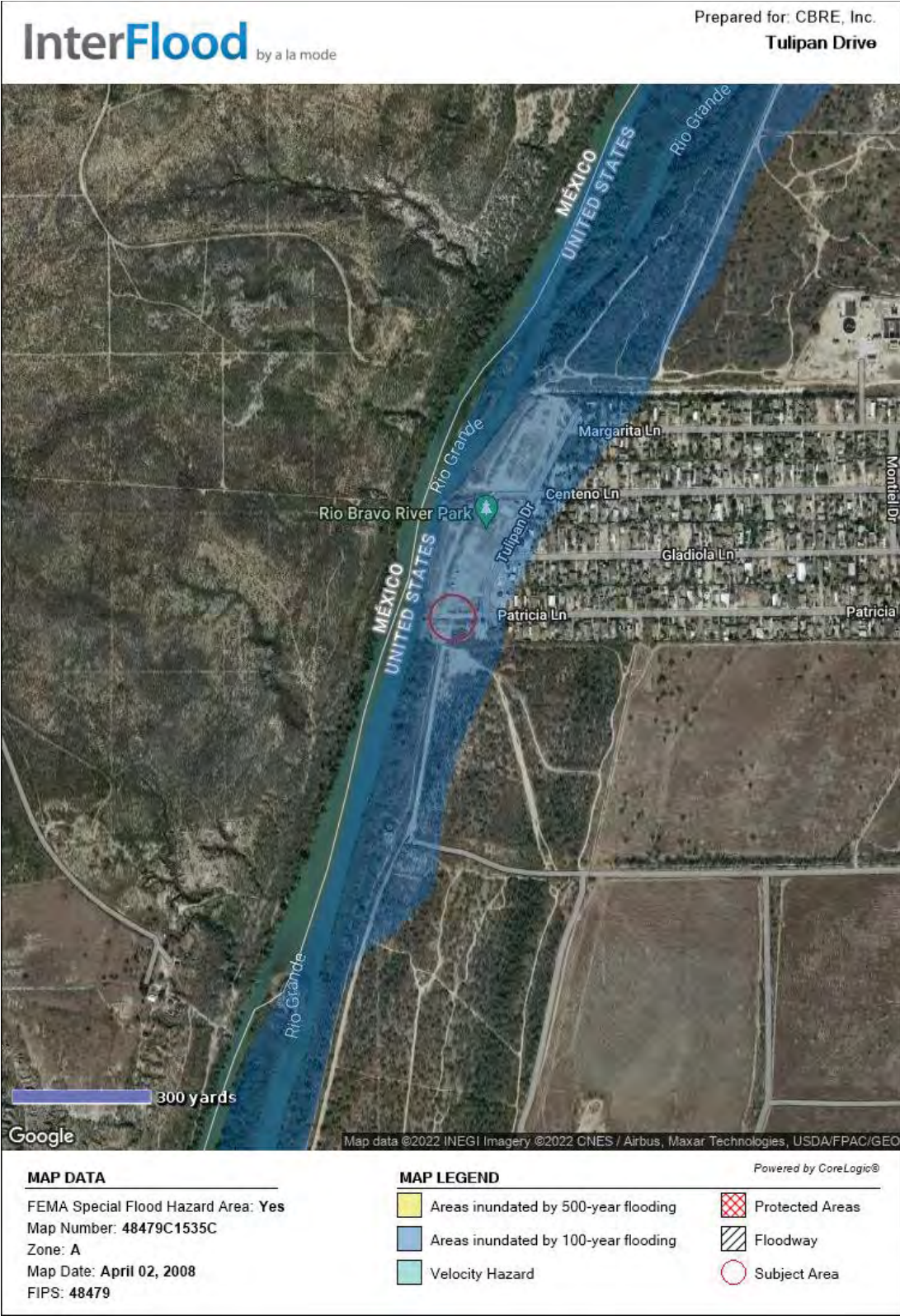
ENVIRONMENTAL ISSUES - SITE

CBRE, Inc. is not qualified to detect the existence of any potentially hazardous materials such as lead paint, asbestos, urea-formaldehyde foam insulation, or other potentially hazardous construction materials on or in the improvements. The existence of such substances may affect the value of the property. No hazardous substances which would affect value were noted by the appraiser (see Assumptions and Limiting Conditions).

CONCLUSION

The site is suitable for uses commensurate with the surrounding neighborhood. The site is located south of the city of Laredo and has access from a public roadway which connects to US Highway 83. The size of the site is typical for the area, and there are no known detrimental uses in the immediate vicinity. Other than the floodplain, there are no known factors that are considered to prevent the site from utilization to its highest and best use, as vacant.

FLOOD PLAIN MAP



Zoning

The subject property is located outside of the City of Laredo's zoning boundaries and is not subject to zoning.

Tax and Assessment Data

The following summarizes the local assessor's estimate of the subject's market value, assessed value, and taxes and does not include any furniture, fixtures, or equipment. We have based the tax ID(s) to be included for the subject on the client's received title certificate. The below assessments include the preliminary 2022 assessments with the 2021 tax rate, as the tax rate for 2022 has not yet been released.

Please note, the below tax information does not include any exemptions for which the subject may have. The details of these exemptions, if any, are located in the tax record in the addenda of this report.

TAX INFORMATION	
Assessor Account ID(s)	224904
Tax Year	2022
Assessed Land Acres	2.4102 AC
Assessed Land SF	104,988 SF
Assessor Improvement Value	\$0
Assessor Land Value	\$262,470
Assessor Total Market Value	\$262,470
Assessor Land Value/SF	\$2.50
Tax Rate	2.077185
Total Taxes (Before Exemptions)	\$5,452

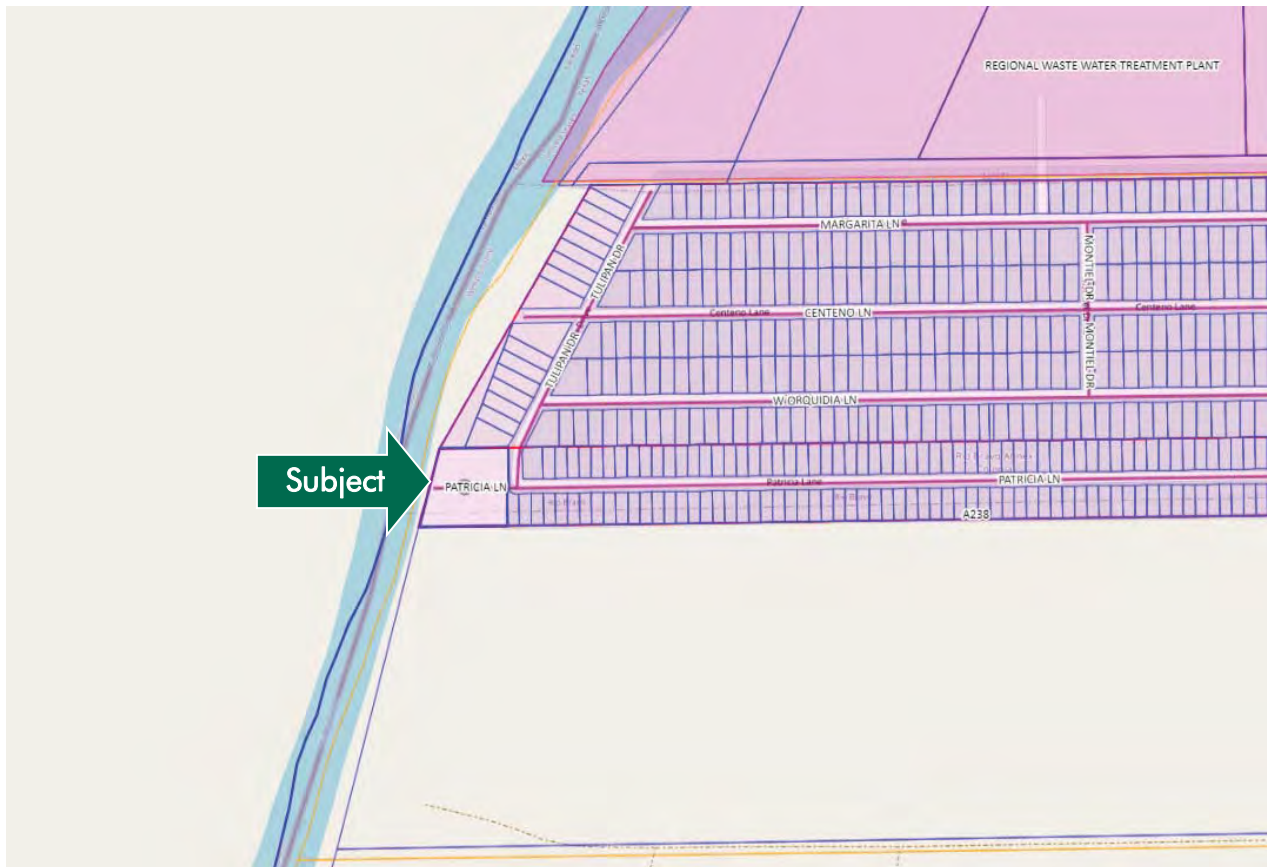
The local assessor's methodology for valuation is based upon mass appraisal techniques. It is not known how the Appraisal District reached its value conclusions.

The reassessment of the subject is scheduled each January, with notices sent to property owners in April and May. Texas is a non-disclosure state, and a sale of a property does not necessarily trigger an assessment increase in the sales price. In theory, the assessed value is supposed to mirror the actual market value of the property. In actuality, the assessed value can vary from market value.

TAX MAP

The following is the plat map for the subject as provided by the Webb County Appraisal District. The following is presented only for reference purposes.

It should be noted that while the Webb County Appraisal District map depicts Patricia Lane traversing the subject, we do not believe this portion within the subject to be a public roadway per other public maps.



Highest and Best Use

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legally permissible;
- physically possible;
- financially feasible; and
- maximally productive.

The highest and best use analysis of the subject is discussed below.

AS VACANT

Legal Permissibility

The subject property is located near Laredo, Texas, in the City of Rio Bravo, Texas, and is not subject to zoning. There are no known easements or encroachments impacting the site considered to affect the marketability or highest and best use. There are also no known covenants, conditions, or restrictions that are considered to have a negative impact on the property. No deed restrictions applicable to the subject were identified. Several uses are considered legally permissible.

Physical Possibility

The physical characteristics of the Whole Property can potentially affect what can be developed on the site. The subject property consists of 2.4102 acres and is generally rectangular in shape. The property has access to public water and public sewer services. Access to the property is available from a public roadway which connects to US Highway 83. The subject appears to be entirely located within the floodplain in Zone A. The size of the property makes it conducive for residential use or development of residential lots.

Financial Feasibility

Consideration of existing land use trends has been given in determining feasible uses. Only those uses that are physically possible and legally permissible are further considered. The financial feasibility determination depends primarily on the relationship of supply and demand for the legally probable uses versus the cost to create use. Given the physical characteristics of the subject property and surrounding land uses, the financially feasible use is for a residential use or development of residential lots.

Maximum Productivity - Conclusion

Based on the information presented above and upon information contained in the market and neighborhood analysis, we conclude that the highest and best use of the subject as vacant would be a residential use or development of residential lots. Our analysis of the subject and its respective market characteristics indicate the most likely buyer, vacant, would be an owner-user or developer.

Appraisal Methodology

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available.

Cost Approach

The cost approach is based on the proposition that the informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land, or when it is improved with relatively unique or specialized improvements for which there exist few sales or leases of comparable properties.

Sales Comparison Approach

The sales comparison approach utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the physical units of comparison derived from the comparable sale. The unit of comparison chosen for the subject is then used to yield a total value. Economic units of comparison are not adjusted, but rather analyzed as to relevant differences, with the final estimate derived based on the general comparisons.

Income Capitalization Approach

The income capitalization approach reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the income capitalization approach are direct capitalization and the discounted cash flow (DCF) analysis.

Methodology Applicable to the Subject

- CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. The sales comparison approach for land is utilized to develop an opinion of land value because market participants rely on this method. The subject is valued as vacant land so the cost approach is not applicable. The subject is valued as vacant land and so the sales comparison approach for improved property is not applicable. Being valued as vacant land, the income approach for improved property is not applicable. Furthermore, surface rights in this area are not purchased based on income production.
- The 'summation method' for valuation of a partial acquisition is utilized, as is required in the State of Texas. Total compensation is estimated as the value of the partial acquisition, plus

damages to the remainder (which may be offset by special benefits), plus any necessary costs to cure and temporary easements if they are part of the scope of the assignment.

- We searched utilizing CoStar and MLS databases, Lands of Texas, in addition to the CBRE proprietary comparable database, for sales occurring over the last five years, searching within Webb County and Zapata County for sites that are comparable to the subject property.

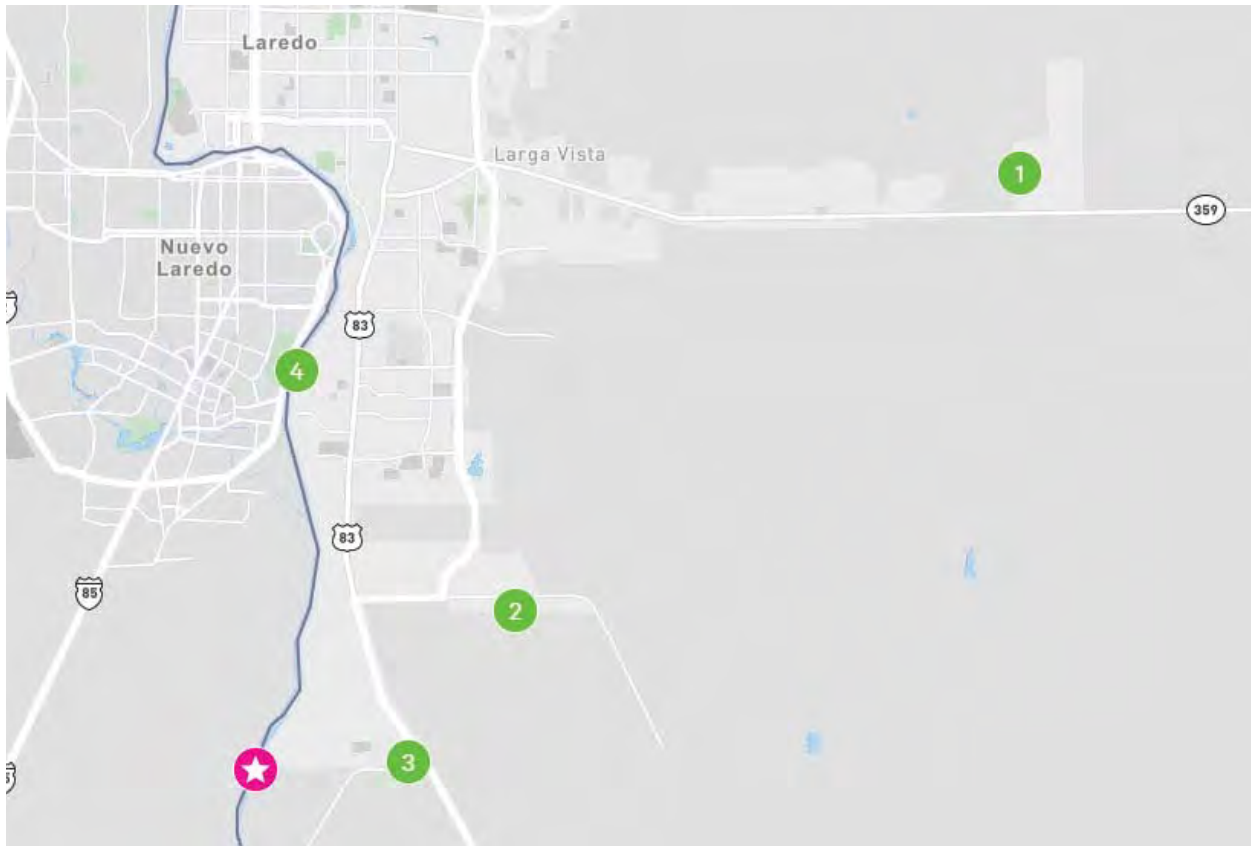
It is worth noting here that the fee simple interest of the subject property is appraised, and unified fee at that. This means that all interests and title are valued together. In reality, the leased fee valuation of the property may be different from the fee simple value because of the terms of existing leases. This appraisal follows the so-called unit rule, which includes the valuation of all rights of any parties who may have an interest (such as tenants, life estate holders, remaindermen, leaseholders, etc.) in the subject as one. The exception is consideration of existing easement encumbrances.

Land Value

Based on our comparative analysis, the following chart summarizes the adjustments warranted for each comparable. A detailed description of each transaction is included in the addenda.

LAND SALES ADJUSTMENT GRID - WHOLE PROPERTY					
	Subject	Comp No. 1	Comp No. 2	Comp No. 3	Comp No. 4
Grantor		Raul Venegas, Jr., Ruben Venegas, Homero Venegas, Martin Sada and Yolanda Gonzalez Venegas	Renato Madrigal and Patricia Madrigal	Enedina Chavez and Efren Chavez	Amelia E. Hammerle and spouse, Robert Hammerle
Grantee		Raul Espinoza, Jr. & Oscar Guadalupe Almaguer	Rosabel Galindo, Josias Cruz, Jeanette Cruz, and Jehoshapat Cruz	Daniel Perez	Judith Zapata and Juan Jose Zapata, Jr., sister and brother
Date of Sale		Jun-21	Jul-20	Mar-19	Apr-18
Address	W/L of Tulipan Drive, W of Patricia Lane Rio Bravo, TX	S/L of W Alvarado Street Laredo, TX	624 Ranch Road 6073 A Unit D Laredo, TX	517 & 519 Rio Volga Road Rio Bravo, TX	N/L of Masterson Road Laredo, TX
City, State	Rio Bravo, TX	Laredo, TX	Laredo, TX	Rio Bravo, TX	Laredo, TX
Gross Acres	2.4102	2.8700	0.9800	0.4834	0.4132
Gross Square Feet	104,988	125,017	42,689	21,057	17,999
Actual Sale Price		\$75,000	\$79,900	\$40,000	\$12,500
Unit Price	Per Acre	\$26,132	\$81,531	\$82,747	\$30,252
Property Rights Conveyed					
Financing			-10%		
Conditions of Sale					
Market Conditions (Time)	3%	3%	6%	10%	13%
Adjusted \$/Acre		\$26,916	\$77,781	\$91,022	\$34,185
Location		10%	10%	0%	5%
Size		5%	-25%	-35%	-35%
Shape					
Frontage		10%			10%
Topography/Floodplain		-30%	-30%	-30%	
Zoning/Use					
Utilities					
Improvements			-10%		
Net Adjustment		-5%	-55%	-65%	-20%
Indicated Unit Value		\$25,570	\$35,001	\$31,858	\$27,348
Estimated Unit Value				\$29,000	
Compiled by CBRE					

The following map summarizes the comparable data used in the valuation of the subject site. A detailed description of each transaction is included in the addenda.



SUMMARY OF COMPARABLE LAND SALES

No.	Property Location	Transaction Type	Date	Proposed Use	Actual Sale Price	Size (Acres)	Price Per Acre
1	S/L of W Alvarado Street Laredo, TX 78046	Sale	Jun-21	Residential	\$75,000	2.8700	\$26,132
2	624 Ranch Road 6073 A Unit D Laredo, TX 78046	Sale	Jul-20	Residential	\$79,900	0.9800	\$81,531
3	517 & 519 Rio Volga Road Rio Bravo, TX 78046	Sale	Mar-19	Residential	\$40,000	0.4834	\$82,747
4	N/L of Masterson Road Laredo, TX 78046	Sale	Apr-18	Residential	\$12,500	0.4132	\$30,252
Subject	W/L of Tulipan Drive, W of Patricia Lane & S of Gladiola Lane,	---	---	Residential	---	2.4102	---

Compiled by CBRE

DISCUSSION OF ADJUSTMENTS

Based on our comparative analysis, the following chart summarizes the adjustments warranted for each comparable.

PROPERTY RIGHTS CONVEYED, CONDITIONS OF SALE, AND FINANCING

Comparable 2 was an owner-financed transaction which was considered favorable to the sales price. Therefore, this sale was adjusted downward for financing. All other sales were indicated to be cash-to-seller transactions or financed by a third party at market terms. As such, no adjustments for cash equivalency were necessary. In addition, the sales reflected arm length transactions and were not made under duress; therefore, no adjustments for condition of sale were warranted.

MARKET CONDITIONS

An upward adjustment was applied to each sale at a rate of generally 3% per year to reflect improving market conditions since the date of sale and the effective date of value.

PHYSICAL FEATURES

Comparables 1, 2, and 4 were adjusted upward for their inferior locations. Comparable 3 is similar to the subject and was not adjusted.

Based on market research, downward size adjustments were warranted for Comparables 2, 3, and 4 due to their smaller sizes. Comparable 1 was adjusted upward for its larger size.

Comparables 1 and 4 lacked paved roadway access/frontage and were considered inferior to the subject; upward adjustments were required. Comparables 2 and 3 were similar in access/frontage to the subject; no adjustments were made. Based on market data, no adjustment was considered necessary in terms of river frontage.

Comparable 4 is located entirely within the floodplain and is similar to the subject; no adjustment was warranted. The remaining comparables are superior to the subject for topography/floodplain and were adjusted downward.

All the comparables were similar to the subject in regard to utilities.

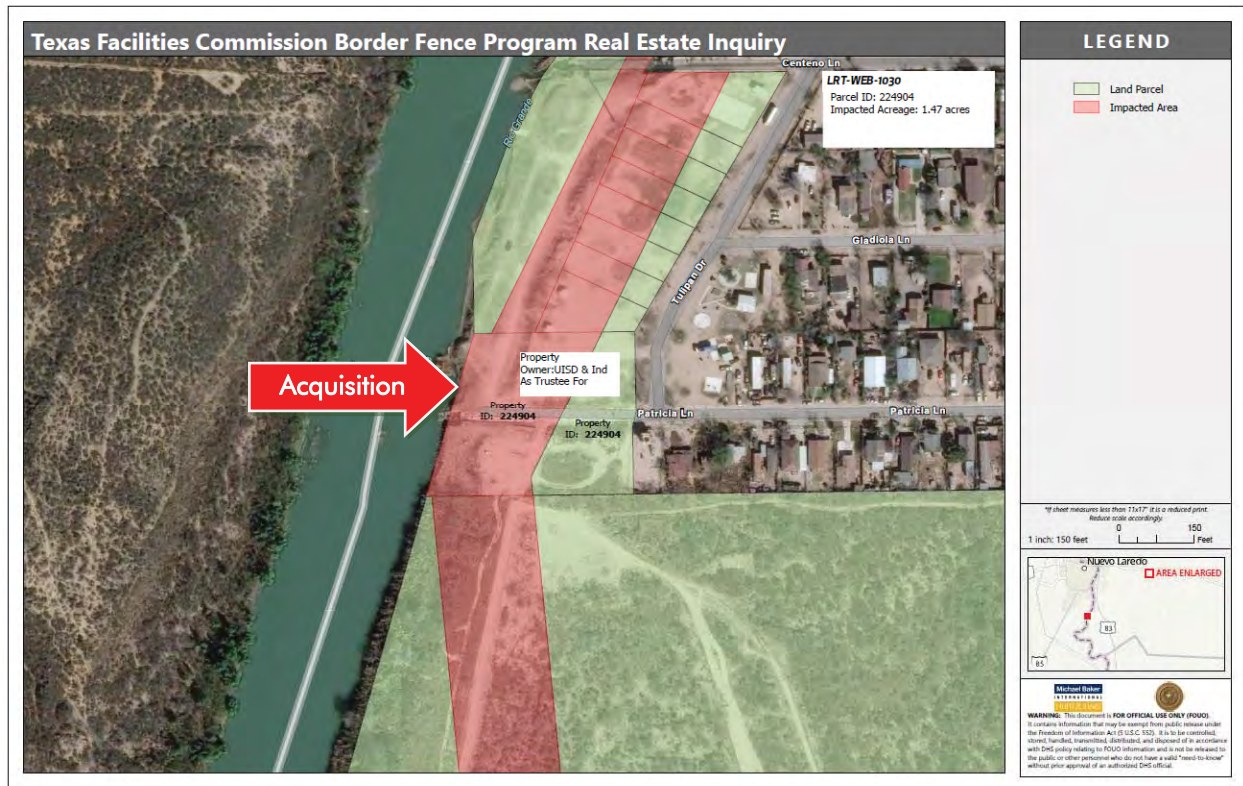
Lastly, Comparable 2 was improved with several residential structures at the time of sale; a downward adjustment was warranted. The remaining comparables were comprised of vacant land similar to the subject and were not adjusted.

CONCLUSION

In the final reconciliation, weight was given to all the comparables as they each have characteristics similar to the subject. Given the analysis and adjustments, it is our opinion that a unit value of \$29,000 per acre is appropriate for the Whole Property. The following table presents the valuation conclusion:

CONCLUDED LAND VALUE						
	\$ Per AC		AC	Unrounded	=	Total
Fee Area	\$29,000	x	2.4102	\$69,895.59		\$69,896
Compiled by CBRE						

Part to be Acquired



April 30, 2022

Part to be Acquired

DESCRIPTION AND HIGHEST AND BEST USE – PART TO BE ACQUIRED

ACQUISITION SUMMARY	
Parcel ID/Number	LRT-WEB-1030
Acquisition Length	Approximately 340-350 feet
Acquisition Width	Approximately 190-250 feet
Acquisition Travel	Northeast/Southwest through the length of the property
Highest and Best Use of Acquisition Area	The acquisition does not have sufficient physical characteristics to support independent development. Therefore, its highest and best use is to serve as part of the whole property.
ACQUISITION INTEREST	
LRT-WEB-1030	
Acquisition Type	Perpetual Easement
Rights Being Acquired	Surface and Air Rights
Percent of Fee Encumbered	100% (Majority of Rights Acquired)
Balance of Rights Remaining	0%

The interest being acquired are easement surface and aerial rights. However, the property rights are being acquired in perpetuity to construct roadways and a border wall to secure the Texas-Mexico border. Effectively, the acquisition extinguishes a majority of the property rights, and the value of those rights is estimated to be equivalent to a fee simple acquisition.

ACQUISITION VALUATION

The highest and best use of the partial acquisition is in conjunction with the subject's Whole Property. Therefore, in determining the value of the part acquired, the same per unit value is utilized. As mentioned, although the property is being acquired in easement, an estimated 100% of the fee simple rights are being extinguished. Therefore, 100% of the value of the area in the Part to be Acquired is included.

Below is a summary of the valuation of the Part to be Acquired:

VALUATION OF PARTIAL ACQUISITION - LAND						
Partial Acquisition	Area		Unit Value		Unrounded	Value (Rounded)
LRT-WEB-1030	1.4700 AC	x	\$29,000	=	\$42,630.00	\$42,630
Total						\$42,630
Compiled by CBRE						

VALUATION OF THE REMAINDER BEFORE THE ACQUISITION

The value of the remainder before the acquisition is a mathematical computation where the value of the acquisition is subtracted from the value of the whole property. The Cost, Sales Comparison, and Income Capitalization approaches are not analyzed in the appraisal of the remainder before the acquisition. The resultant value is the remainder immediately before the acquisition, as set forth in the following table; it is compared to the value of the remainder after the taking to determine potential damages or enhancements to the remainder.

REMAINDER BEFORE VALUATION SUMMARY				
Value of Whole Property		Value of Partial Acquisition		Value of Remainder Before the Acquisition
\$69,896	-	\$42,630	=	\$27,266

Remainder After



Remainder After Aerial

HIGHEST AND BEST USE – REMAINDER AFTER

The Remainder After the acquisition will contain approximately 0.9402 acre and is situated entirely within the floodplain. In addition, the Remainder After will have an irregular shape. Although the size of the remainder is smaller, the appraisers believe the tract can function as a residential site or be developed for residential lots based on market research.

Legal Permissibility

There is no change in the legally permissible use of the subject in this remainder.

Physical Possibility

The Remainder After will be irregular in shape and will be located within the floodplain in Zone A. While the remainder is smaller in size, there is no material change to the physically possible uses.

Financial Feasibility

There is no change to the financially feasible uses of the property.

Maximum Productivity - Conclusion

The maximally productive use of the Remainder After has not changed from the Whole Property. A residential use or development into residential lots is considered the use to be the maximally productive.

REMAINDER AFTER LAND VALUE CONCLUSION

The Remainder After valuation is a hypothetical condition consisting of the valuation of the subject property as if the proposed project has already been completed. Based on our research and analysis, we have concluded that the Remainder After does not have a diminution in value. We surveyed a number of market participants comprised primarily of brokers and property owners that currently have land listed for sale in the Rio Grande Valley. Therefore, the conclusion was based on extensive market research and opinions which are retained in our work files.

The same sale data utilized to value the subject’s Whole Property were used to value the remainder after. Furthermore, the same price per acre concluded for the Whole Property is applied to the Remainder After the Acquisition.

A summary of the valuation of the remainder after the acquisition is provided in the chart below.

CONCLUDED LAND VALUE - REMAINDER AFTER					
	\$ Per AC		AC	Unrounded	Total
Remainder After	\$29,000	x	0.9402	\$27,265.80	= \$27,266
Indicated Value:					\$27,266
Compiled by CBRE					

Damages

The difference between the Remainder Before and the Remainder After results in the indicated damages associated with the proposed acquisition. In this instance, the Remainder Before and the Remainder After are the same, and there are no damages associated with proposed acquisition.

The chart below presents the damages valuation summary.

REMAINDER IMPACT/DAMAGE VALUATION SUMMARY				
Value of Remainder Before the Acquisition		Value of Remainder After the Acquisition		Market Impact/ Damage
\$27,266	-	\$27,266	=	(\$0)

Summary of Compensation

In the final accounting, the estimate of total compensation includes the value of the acquisition, the difference between the appraisers' opinion before and after the acquisition, and any potential curative costs or temporary construction easements. These opinions are based upon market data available as of the effective date of the appraisal.

These estimates are totaled to arrive at the opinion of total compensation as follows.

CONCLUDED MARKET VALUE		
	Market Value	Compensation
Larger Parcel (Land and Affected Improvements)	\$69,896	
Part(s) Being Acquired		\$42,630
Remainder Before Consideration of Damages	\$27,266	
Remainder After Consideration of Damages	\$27,266	
Net Damages or Benefits		\$0
Net Cost to Cure (Temporary Damages)		\$0
Temporary Easements		\$0
Total Compensation		\$42,630

Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The Report, including its conclusions and any portion of such Report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
 - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
 - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
 - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
 - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
 - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
 - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
 - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
 - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.
 - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
 - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.

- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including without limitation any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.

13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.
16. CBRE, Inc. is not qualified to detect the existence of any potentially hazardous materials such as lead paint, asbestos, urea formaldehyde foam insulation, or other potentially hazardous construction materials on or in the land or improvements. The existence of such substances may affect the value of the property. For the purpose of this assignment, we have assumed there are no hazardous materials that would cause a loss in value to the subject.
17. A soils analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soils report, it is a specific assumption that the site has adequate soils to support the highest and best use.

ADDENDA

Addendum A

LAND SALE DATA SHEETS

Sale

Land - Single Unit Residential

No. 1

Property Name 2.87 AC along the S/L of W. Alvarado Street
 Address S/L of W Alvarado Street
 Laredo, TX 78046
 United States

Government Tax Agency Webb
 Govt./Tax ID 218654, 218655, & 218656

Site/Government Regulations

	Acres	Square feet
Land Area Net	2.870	125,017
Land Area Gross	2.870	125,017

Site Development Status	Semi-Finished
Shape	Rectangular
Topography	Generally Level
Utilities	All Available

Maximum FAR N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

Frontage Distance/Street N/A W. Alvarado Street

General Plan N/A
 Specific Plan N/A
 Zoning N/A
 Entitlement Status N/A



Sale Summary

Recorded Buyer	Raul Espinoza, Jr. & Oscar Guadalupe Almaguer	Marketing Time	3 Month(s)
True Buyer	Raul Espinoza, Jr. & Oscar Guadalupe Almaguer	Buyer Type	N/A
Recorded Seller	Raul Venegas, Jr., Ruben Venegas, Homero Venegas, Martin Sada and Yolanda Gonzalez Venegas	Seller Type	N/A
True Seller	Raul Venegas, Jr., Ruben Venegas, Homero Venegas, Martin Sada and Yolanda Gonzalez Venegas	Primary Verification	Violeta G. Zertuche

Interest Transferred	N/A	Type	Sale
Current Use	Vacant Land	Date	6/11/2021
Proposed Use	Residential	Sale Price	\$75,000
Listing Broker	Coldwell Banker Ana Ochoa & Co.	Financing	All Cash
Selling Broker	N/A	Cash Equivalent	\$75,000
Doc #	Doc #1432157 OPR 5043/0776 & 1432158, OPR 5043/0776	Capital Adjustment	\$0
		Adjusted Price	\$75,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
06/2021	Sale	Raul Espinoza, Jr. & Oscar Guadalupe Almaguer	Raul Venegas, Jr., Ruben Venegas, Homero Venegas, Martin Sada and Yolanda Gonzalez Venegas	\$75,000	\$26,132 / \$0.60

Units of Comparison

\$0.60 / sf
\$26,132.40 / ac

N/A / Unit
N/A / Allowable Bldg. Units
N/A / Building Area

Financial

No information recorded

Map & Comments



This comparable represents the sale of 2.87 acres comprised of three adjoining tracts in the Pueblo Nuevo Subdivision, Webb County, TX. All utilities are available at the site, and per FEMA maps, the property is outside of the flood plain in Zone X (Unshaded). Deed restrictions apply.

Legal Description: Lots 12, 13, & 14, Pueblo Nuevo Subdivision, Webb County, TX

Sale

Land - Single Unit Residential

No. 2

Property Name 0.98 AC La Presa Subdivision
 Address 624 Ranch Road 6073 A Unit D
 Laredo, TX 78046
 United States

Government Tax Agency Webb
 Govt./Tax ID 212091

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.980	42,689
Land Area Gross	0.980	42,689

Site Development Status	Finished
Shape	Rectangular
Topography	Generally Level
Utilities	All Available

Maximum FAR N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

Frontage Distance/Street N/A Ranch Road 6073A Unit D

General Plan N/A
 Specific Plan N/A
 Zoning N/A
 Entitlement Status N/A



Sale Summary

Recorded Buyer	Rosabel Galindo, Josias Cruz, Jeanette Cruz, and Jehoshapat Cruz	Marketing Time	5 Month(s)
True Buyer	Rosabel Galindo, Josias Cruz, Jeanette Cruz, and Jehoshapat Cruz	Buyer Type	N/A
Recorded Seller	Renato Madrigal and Patricia Madrigal	Seller Type	N/A
True Seller	Renato Madrigal and Patricia Madrigal	Primary Verification	Juan Madrigal
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Residential	Date	7/6/2020
Proposed Use	Residential	Sale Price	\$79,900
Listing Broker	Leonelo Cruz Real Estate Company	Financing	Other(See Comments)
Selling Broker	N/A	Cash Equivalent	\$79,900
Doc #	Doc #1397049, OPR 4815/0680	Capital Adjustment	\$0
		Adjusted Price	\$79,900

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
07/2020	Sale	Rosabel Galindo, Josias Cruz, Jeanette Cruz, and Jehoshapat Cruz	Renato Madrigal and Patricia Madrigal	\$79,900	\$81,531 / \$1.87

Units of Comparison

\$1.87 / sf
\$81,530.61 / ac

N/A / Unit
N/A / Allowable Bldg. Units
N/A / Building Area

Financial

No information recorded

Map & Comments



This comparable represents the sale of a 0.98-acre tract in La Presa Subdivision, Laredo, TX. The sale was owner-financed and the property was improved with older structures considered to have little to no value. All utilities are available at the property and FEMA maps show the site is outside of the flood plain in Zone X (Unshaded).

Legal Description: 0.98 acres of land, more or less out of La Presa Subdivision #1, Webb County, TX

Sale

Land - Single Unit Residential

No. 3

Property Name 0.4834 AC along the E/L of Rio Volga Road
 Address 517 & 519 Rio Volga Road
 Rio Bravo, TX 78046
 United States

Government Tax Agency Webb
 Govt./Tax ID 224577 & 224578

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.483	21,057
Land Area Gross	0.483	21,057

Site Development Status	Semi-Finished
Shape	Rectangular
Topography	Generally Level
Utilities	All Available

Maximum FAR N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

Frontage Distance/Street N/A Rio Volga Road

General Plan N/A
 Specific Plan N/A
 Zoning N/A
 Entitlement Status N/A



Sale Summary

Recorded Buyer Daniel Perez
 True Buyer Daniel Perez
 Recorded Seller Enedina Chavez and Efren Chavez
 True Seller Enedina Chavez and Efren Chavez

Marketing Time 4 Month(s)
 Buyer Type N/A
 Seller Type N/A
 Primary Verification Ruben D. Gomez

Interest Transferred N/A
 Current Use Vacant Land
 Proposed Use Single Family Residence
 Listing Broker Leonelo Cruz Real Estate Company
 Selling Broker N/A
 Doc # Doc #1355184, OPR 4567/0199

Type	Sale
Date	3/15/2019
Sale Price	\$40,000
Financing	All Cash
Cash Equivalent	\$40,000
Capital Adjustment	\$0
Adjusted Price	\$40,000

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
03/2019	Sale	Daniel Perez	Enedina Chavez and Efren Chavez	\$40,000	\$82,747 / \$1.90

Units of Comparison

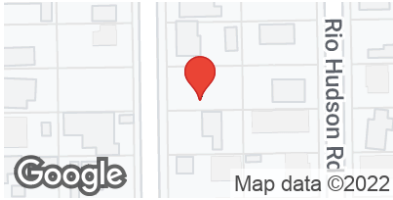
\$1.90 / sf
\$82,747.21 / ac

N/A / Unit
N/A / Allowable Bldg. Units
N/A / Building Area

Financial

No information recorded

Map & Comments



This comparable represents the sale of a 0.4834-acre lot comprised of two adjoining lots in the Rio Bravo Subdivision. All utilities are available at the site, and FEMA maps show the property outside the flood plain in Zone X (Unshaded).

Legal Description: Lots Number 2 and 3, in Block 28, Rio Bravo Subdivision, Unit II, City of Laredo, Webb County, TX

Sale

Land - Single Unit Residential

No. 4

Property Name 0.4132 AC along the N/L of Masterson Road
 Address N/L of Masterson Road
 Laredo, TX 78046
 United States

Government Tax Agency Webb
 Govt./Tax ID 213821 & 213822

Site/Government Regulations

	Acres	Square feet
Land Area Net	0.413	17,999
Land Area Gross	0.413	17,999

Site Development Status	Semi-Finished
Shape	Rectangular
Topography	Generally Level
Utilities	All Available

Maximum FAR N/A
 Min Land to Bldg Ratio N/A
 Maximum Density N/A

Frontage Distance/Street	N/A Masterson Road
--------------------------	--------------------

General Plan N/A
 Specific Plan N/A
 Zoning R-3, Mixed Residential District
 Entitlement Status N/A



Sale Summary

Recorded Buyer	Judith Zapata and Juan Jose Zapata, Jr., sister and brother	Marketing Time	3 Month(s)
True Buyer	Judith Zapata and Juan Jose Zapata, Jr., sister and brother	Buyer Type	N/A
Recorded Seller	Amelia E. Hammerle and spouse, Robert Hammerle	Seller Type	N/A
True Seller	Amelia E. Hammerle and spouse, Robert Hammerle	Primary Verification	Violeta G. Zertuche

Interest Transferred	N/A	Type	Sale
Current Use	Vacant Land	Date	4/25/2018
Proposed Use	Single Family Residence	Sale Price	\$12,500
Listing Broker	Caldwell Banker Ana Ochoa & Co.	Financing	All Cash
Selling Broker	N/A	Cash Equivalent	\$12,500
Doc #	Doc #1327652 OPR 4410/0454	Capital Adjustment	\$0
		Adjusted Price	\$12,500

Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
04/2018	Sale	Judith Zapata and Juan Jose Zapata, Jr., sister and brother	Amelia E. Hammerle and spouse, Robert Hammerle	\$12,500	\$30,252 / \$0.69

Units of Comparison

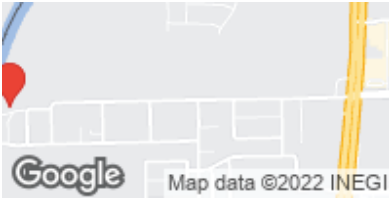
\$0.69 / sf
\$30,251.69 / ac

N/A / Unit
N/A / Allowable Bldg. Units
N/A / Building Area

Financial

No information recorded

Map & Comments



This comparable represents the sale of a 0.4132-acre tract comprised of three adjoining lots in the Riverside Subdivision, Laredo, TX. According to the listing agent, the tract needed clearing. All utilities are available to the site, and FEMA maps show the site is within the flood plain in Zone A. Deed restrictions apply.

Legal Description: Lots 8, 9, and 10, Block 3, Riverside Subdivision, City of Laredo, Webb County, TX

Addendum B

SUBJECT SKETCH & TITLE CERTIFICATE

Texas Facilities Commission Border Fence Program Real Estate Inquiry



LEGEND

- Land Parcel
- Impacted Area

*If sheet measures less than 11x17" it is a reduced print.
Reduce scale accordingly.



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Vesting Limited Title Certificate

STATE:	Texas	COUNTY:	Webb	TRACT NUMBER:	LRT-WEB-1030				
SUBDIVISION:	Rio Bravo			LOT:	Lot by the River	BLOCK:	13		
PLAT VOLUME:	9	PAGE:	24	GEO ID:	951-10002-940				
TAX ACCOUNT:	224904			ACRES:	2.4102	ABSTRACT:	Porcion 47, Abstract No. 238		
SOS NUMBER:				SOS DATE:					
RECORD OWNER:				TAX STATUS:	ADDRESS:	INTEREST:			
United Independent School District as Trustee for itself and for Webb County, Webb County Road and Bridge, and the City of Rio Bravo				Current for 2021 Tax Year Delinquent for 2002 / 2003 Tax Years	3501 E. Saunders Street Laredo, Texas 78041	100.000000			
INTEREST TOTAL:						100.000000			
PROPERTY DESCRIPTION									
<p>2.4102 acres of land, more or less, situated in City of Laredo, Porcion 47, Abstract No. 238, Webb County, Texas, being more particularly known as "Lot by the River", Block 13, Rio Bravo Subdivision, a subdivision in Webb County, Texas, according to the map or plat thereof recorded in Volume 9, Page 24, Real Property Records of Webb County, Texas; being the same land described in that certain Trustees Deed dated April 1, 2003, from Wayne Fuquay in his capacity as Trustee of the Liquidating Creditor's Trust, the trust created by and existing pursuant to the Liquidating Creditors Agreement dated March 31, 1995, by and among D & A Reality, Inc., as Debtor in Bankruptcy Case No. 92-21915-L-11, Wayne Fuquay, as the Chapter 11 Trustee, and Wayne Fuquay, as the Liquidating Trustee to United Independent School District as Trustee for itself and for Webb County, Webb County Road and Bridge, and the City of Rio Bravo, recorded in Volume 1368, Page 548, Real Property Records, Webb County, Texas.</p>									
DOCUMENTS RECORDED AFFECTING OWNERSHIP									
TYPE OF INST.	GRANTOR			GRANTEE		DATE	VOLUME	PAGE	INSTRUMENT #
Trustees Deed	Wayne Fuquay in his capacity as Trustee of the Liquidating Creditor's Trust, the trust created by and existing pursuant to the Liquidating Creditors Agreement dated March 31, 1995, by and among D & A Reality, Inc., as Debtor in Bankruptcy Case No. 92-21915-L-11, Wayne Fuquay, as the Chapter 11 Trustee, and Wayne Fuquay, as the Liquidating Trustee			United Independent School District as Trustee for itself and for Webb County, Webb County Road and Bridge, and the City of Rio Bravo		04/01/2003 04/01/2003	1368	548	792988
Lot by the River, Block 13, Rio Bravo Subdivision									
OUTSTANDING ENCUMBRANCES ON SUBJECT PROPERTY ONLY (Do not include personal liens or judgments not specifically encumbering subject property)									
TYPE OF INST.	OBLIGOR	CLAIMANT	AMOUNT	EFF DATE FILED DATE	VOLUME	PAGE	INSTRUMENT #		
None found of record.									
DOCUMENTS OF RECORD AFFECTING SUBJECT TRACT (Easements, Surface Leases, Grazing Leases, Etc. referenced in conveyances and discovered otherwise)									
TYPE OF INST.	GRANTOR			GRANTEE		EFF DATE FILED DATE	VOLUME	PAGE	INSTRUMENT #
None found of record.									
ABSTRACTOR'S NOTE: There is an unpaid taxes balance of \$3,968.81 from 2002 and 2003, statement included in file									

The preceding information represents a careful search of the records of the Office of the County Clerk of Webb County, Texas. It is expressly understood that this Limited Title Certificate covers only that period of time listed below and is only certified to recordings made only during the stated period. The research was conducted using the name(s) only as represented in this report. Abstractor is not responsible for omissions or errors made by those offices in the recording or documentation of any information pertinent to the examination. In our opinion the above named record owner has the right to execute an easement as to the above described subject property. This certificate is made upon the mutual understanding that the maker thereof has not examined all instruments and proceedings in the chain of title of the above described property, and that such certificate is not a guarantee of title.

Courthouse Search Dates: 04/01/2003 - 07/18/2022 ; being the Courthouse Certification Date.

This 25th day of July, 2022

Abstractor: Amy Ingram
 Reviewed by: Danna C. Hight

GENERAL INFO

ACCOUNT

Property ID: 224904
 Geographic ID: 951-10002-940
 Type: R
 Zoning:
 Agent:
 Legal Description: TRACT ALONG RIVER 2.4102 ACS
 RIO BRAVO ANNEX

Property Use:

LOCATION

Address: RIO BRAVO TX 78046

Market Area:
 Market Area CD: EX_S
 Map ID:
 Zoning:

OWNER

Name: UISD IND & AS TRTEE FOR
 Secondary Name:
 Mailing Address: 3501 E SAUNDERS ST LAREDO TX US
 78041-5444
 Owner ID: 10032955
 % Ownership: 100.00
 Exemptions: EX-XV - Other Exemptions - Public



VALUES

CURRENT VALUES

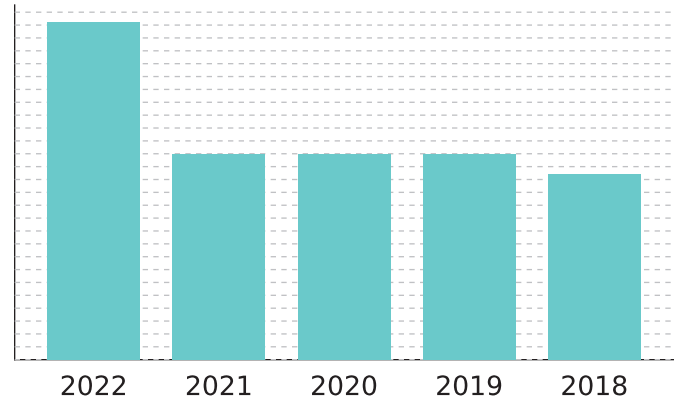
Land Homesite: \$0
 Land Non-Homesite: \$262,470
 Special Use Land Market: \$0
 Total Land: \$262,470

 Improvement Homesite: \$0
 Improvement Non-Homesite: \$0
 Total Improvement: \$0

 Market: \$262,470
 Special Use Exclusion (-): \$0
 Appraised: \$262,470
 Value Limitation Adjustment (-): \$0

 Net Appraised: \$262,470

VALUE HISTORY



Values for the current year are preliminary and are subject to change.

VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2022	\$262,470	\$0	\$0	\$262,470	\$0	\$262,470
2021	\$159,582	\$0	\$0	\$159,582	\$0	\$159,582
2020	\$159,580	\$0	\$0	\$159,580	\$0	\$159,580
2019	\$159,580	\$0	\$0	\$159,580	\$0	\$159,580
2018	\$143,830	\$0	\$0	\$143,830	\$0	\$143,830

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
C2	CITY OF RIO BRAVO	0.489385	\$262,470	\$0
G3	WEBB COUNTY	0.410000	\$262,470	\$0
S7	UNITED ISD	1.177800	\$262,470	\$0

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
RIOB	RIO BRAVO	2.4102	104,988	\$2.50	\$262,470	\$0

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
4/1/03	TD	TRUSTEE'S DEED	RSM LAND CO	UISD IND & AS TRTEE FOR		1368	548	792988

Webb County Tax Office

Patricia A. Barrera - Tax Assessor/Collector
 P. O. Box 420128, Laredo, TX 78042, (956) 523-4200

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OWNERSHIP INFORMATION

Account #	Owner Name	Mailing Address	Legal Description
95110002940	UISD IND & AS TRTEE FOR	3501 E SAUNDERS ST LAREDO, TX 78041-5444	TRACT ALONG RIVER 2.4102 ACS RIO BRAVO ANNEX

2021 TAX YEAR TAXES DUE - AS OF 07/25/2022

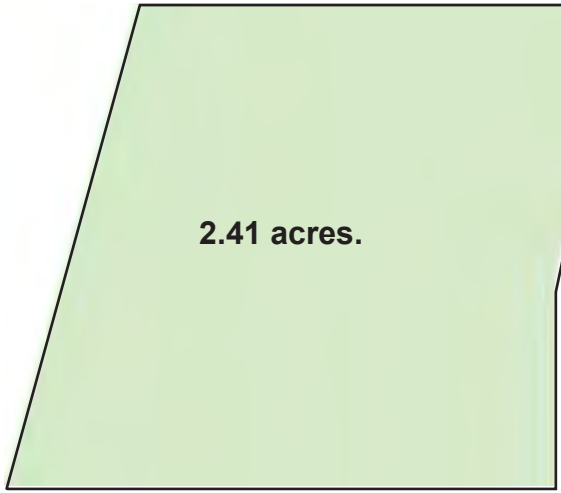
Tax Year	Base Due	Penalty / Interest	Attorney Fees / Other Fees	Total
→ 2021	\$0.00	\$0.00	\$0.00	\$0.00

DELINQUENT TAXES DUE - AS OF 07/25/2022

Tax Year	Base Due	Penalty / Interest	Attorney Fees / Other Fees	Total
→ Details	\$1,078.05	\$2,625.22	\$265.54	\$3,968.81

[Add To Cart](#) [Back to Results](#)





2.41 acres.

TRUSTEE'S DEED**Effective Date:** April 1, 2003**Grantor:** Wayne Fuquay, in his capacity as Trustee of the Liquidating Creditors' Trust, the trust-created by and existing pursuant to the Liquidating Creditors' Trust Agreement dated as of March 31, 1995, by and among D&A Realty, Inc., as Debtor in Bankruptcy Case No. 92-21915-L-11, Wayne Fuquay, as the Chapter 11 Trustee, and Wayne Fuquay, as the Liquidating Trustee**Grantor's Mailing Address (including county):** P.O. Box 820969, Houston, Harris County, Texas 77282**Grantee:** United Independent School District as Trustee for itself and for Webb County, Webb County Road and Bridge, and the City of Rio Bravo**Grantee's Mailing Address (including county):** 3501 E. Saunders, Laredo, Webb County, Texas 78041**Consideration:** A full valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, and the full satisfaction of ad valorem tax delinquencies (including penalties, interest and attorneys' fees) owed on the Property and other properties of Grantor and the compromise of delinquent taxes on other properties of the Grantor, all pursuant to the Order (as hereinafter defined)**Property (including any improvements):** That certain tract of land (the "Land") in Webb County, Texas, more particularly described in Exhibit "A," attached hereto and made a part hereof for all purposes, together with all of Grantor's rights in and to the following: all improvements, equipment, fixtures, water and water rights, timber, crops, mineral interests located on or related to the Land; contract rights, accounts, commitments and general intangibles (including, without limitation, trademarks, trade names and symbols) arising from or by virtue of any transactions related to the Land; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land; all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; all rights, hereditaments and appurtenances pertaining to the foregoing; and other interests of every kind and character of Grantor in the Land (the Land and the interests described herein are collectively referred to herein as the "Property").**Reservations from Conveyance:** NONE**Exceptions to Conveyance and Warranty:** Liens securing payment of all standby fees, taxes and assessments assessed against the Property by any taxing authority, and subsequent taxes and assessments by any taxing authority for prior years due to1368
548

change in land usage or ownership; rights of parties in possession; all easements of record in Webb County, Texas, or visible or apparent on the ground; and all reservations, covenants, conditions, restrictions, oil and gas leases, and outstanding mineral or royalty interests which are in effect and apply to the Property.

For the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, Grantor grants, sells, and conveys to Grantee all of Grantor's right, title and interest in and to the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold all of the Grantor's right, title and interest in and to the Property to Grantee, Grantee's successors or assigns forever, subject to the matters herein stated.

This Trustee's Deed is executed, delivered and accepted pursuant to and in accordance with the Order Granting the Liquidating Trustee's Motion to Dissolve and Terminate Trust, Disburse Trust Assets, and Discharge Trustee, entered on March 28, 2003, by the United States Bankruptcy Court for the Southern District of Texas, Laredo Division, in Bankruptcy Case No. 92-21915-L-11 (the "Order").

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS CONVEYANCE IS MADE WITHOUT ANY WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF TITLE. IT IS UNDERSTOOD THAT THE PROPERTY IS BEING CONVEYED "AS-IS," "WHERE-IS," AND WITH ALL FAULTS, WHETHER LATENT OR PATENT AND THAT NO WARRANTIES OF ANY NATURE ARE TO BE IMPLIED IN THIS TRANSACTION, INCLUSIVE OF, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND AGREES THAT THE GRANTOR HAS NOT MADE, AND DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY THEREOF; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF ANY OF THE PROPERTY OR ITS OPERATIONS, OR OF ANY OPERATIONS BY GRANTEE, WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OF THE PROPERTY, OR THE MATERIALS OR LABOR INCORPORATED THEREIN; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY; OR (I) THE IMPACT OF ANY CURRENT, FUTURE OR CONTEMPLATED ZONING ORDINANCES. IT IS SPECIFICALLY ACKNOWLEDGED

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THAT THE GRANTOR HAS NOT MADE AND DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATION REGARDING COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS AND/OR ANY RULES OR REGULATIONS PROMULGATED THEREUNDER.

When the context requires, singular nouns and pronouns include the plural.

Executed to be effective as of the Effective Date.

GRANTOR:



WAYNE FUQUAY, in his capacity as Trustee of the Liquidating Creditors' Trust, the trust created by and existing pursuant to the Liquidating Creditors' Trust Agreement dated As of March 31, 1995, by and among D&A Realty, Inc., as Debtor in Bankruptcy Case No. 92-21915-L-11, Wayne Fuquay, as the Chapter 11 Trustee, and Wayne Fuquay, as the Liquidating Trustee

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THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 31st day of March, 2003, by Wayne Fuquay, in his capacity as Trustee of the Liquidating Creditors' Trust, the trust created by and existing pursuant to the Liquidating Creditors' Trust Agreement dated as of March 31, 1995, by and among D&A Realty, Inc., as Debtor in Bankruptcy Case No. 92-21915-L-11, Wayne Fuquay, as the Chapter 11 Trustee, and Wayne Fuquay, as the Liquidating Trustee.



Emily Albrecht
Notary Public, State of Texas

EXHIBIT "A"

That certain 2.4102 acre unplatted tract of land along the Rio Grande River in the Rio Bravo Annex Subdivision, a subdivision in Webb County, Texas, according to the map or plat thereof recorded in Volume 9, Page 24, Plat Records of Webb County, Texas [UISD Account No. 95110002940].

1368 551

DOC#: 792988

DOC#: 792988

Recorded
APR. 01, 2003 AT 12:10PM

Signed: _____
MARGIE R. IBARRA
COUNTY CLERK

Fee Amount: \$18.00

AFTER RECORDING, PLEASE RETURN TO:

Bickerstaff, Heath, Smiley, Pollan, Keever & McDaniel, L.L.P.
1700 Frost Bank Plaza
816 Congress Avenue
Austin, Texas 78701-2443
Attn: Jo Lyn Kallison

1368

552

Addendum C

SUBJECT TAX INFORMATION

GENERAL INFO

ACCOUNT

Property ID: 224904
 Geographic ID: 951-10002-940
 Type: R
 Zoning:
 Agent:
 Legal Description: TRACT ALONG RIVER 2.4102 ACS
 RIO BRAVO ANNEX

Property Use:

LOCATION

Address: RIO BRAVO TX 78046

Market Area:
 Market Area CD: EX_S
 Map ID:
 Zoning:

OWNER

Name: UISD IND & AS TRTEE FOR
 Secondary Name:
 Mailing Address: 3501 E SAUNDERS ST LAREDO TX US
 78041-5444
 Owner ID: 10032955
 % Ownership: 100.00
 Exemptions: EX-XV - Other Exemptions - Public



VALUES

CURRENT VALUES

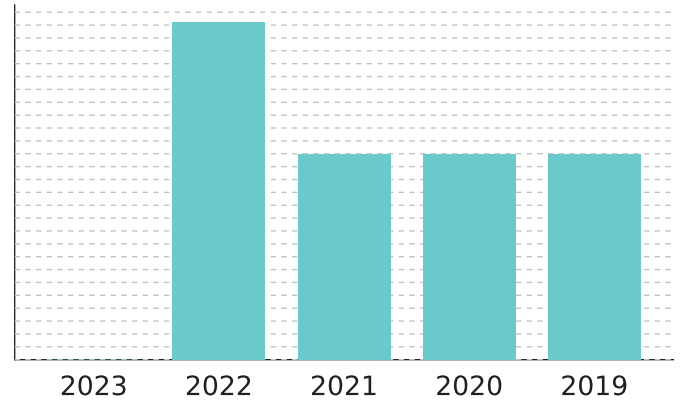
Land Homesite: \$0
 Land Non-Homesite: \$262,470
 Special Use Land Market: \$0
 Total Land: \$262,470

 Improvement Homesite: \$0
 Improvement Non-Homesite: \$0
 Total Improvement: \$0

 Market: \$262,470
 Special Use Exclusion (-): \$0
 Appraised: \$262,470
 Value Limitation Adjustment (-): \$0

 Net Appraised: \$262,470

VALUE HISTORY



Values for the current year are preliminary and are subject to change.

VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$262,470	\$0	\$0	\$262,470	\$0	\$262,470
2021	\$159,582	\$0	\$0	\$159,582	\$0	\$159,582
2020	\$159,580	\$0	\$0	\$159,580	\$0	\$159,580
2019	\$159,580	\$0	\$0	\$159,580	\$0	\$159,580

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
C2	CITY OF RIO BRAVO	0.489385	\$262,470	\$0
G3	WEBB COUNTY	0.410000	\$262,470	\$0
S7	UNITED ISD	1.177800	\$262,470	\$0

DO NOT PAY FROM THIS ESTIMATE. This is only an estimate provided for informational purposes and may not include any special assessments that may also be collected. Please contact the tax office for actual amounts.

IMPROVEMENT

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
RIOB	RIO BRAVO	2.4102	104,988	\$2.50	\$262,470	\$0

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
4/1/03	TD	TRUSTEE'S DEED	RSM LAND CO	UISD IND & AS TRTEE FOR		1368	548	792988

Addendum D

QUALIFICATIONS



RIGHT OF WAY APPRAISAL TEAM LEAD - HOUSTON TEXAS

Michael Miggins, MAI, CRE

Director, Houston, TX

T +1 713 577 18950

M +1 713 817 8852

E mike.miggins@cbre.com

Lic. TX 1332764

Pro Affiliations / Accreditations

- Certified General Appraiser - Texas
- Designated Member of the Appraisal Institute
- Counselor of Real Estate (CRE)
- International Right of Way Association, Chapter 8 Member
- Licensed Broker - Texas

Education

- Southwestern University, Georgetown, Texas
- Bachelor of Arts, Psychology (1999)

Representative Clients

- Alliance Regional Water Authority
- Life Storage
- Jernigan Capital
- Center Point Energy
- Chase Bank
- Citi Bank
- City of Houston
- City of Richmond
- CobbFendley
- LCRA
- Phillips 66
- Percheron
- Port Houston
- Texas Attorney General
- TxDOT
- US Postal Service

Professional Experience

Mike Miggins, MAI, CRE is currently a Director in the Houston Valuation and Advisory Services office and has over 20 years of real estate appraisal and consulting experience. A majority of Mr. Miggins' career has centered around litigation support. Mr. Miggins has also specialized in appraisal and consulting assignments involving self-storage assets. His team's primary focus is on Houston and the surrounding Gulf Coast markets, including Southern Louisiana.

Mr. Miggins has performed real estate valuations of fee simple, easement, leased fee and leasehold interests of existing and proposed developments including land, retail, restaurant, hotel, self-storage, office, industrial, medical buildings, mixed use-developments, single-family subdivisions, apartment projects, automotive dealership and service facilities. Properties were located in Arizona, Arkansas, California, Colorado, Florida, Louisiana, Massachusetts, New Mexico, Pennsylvania and Texas.

Mr. Miggins has worked extensively with large scale right-of-way infrastructure projects which include the valuation of fee simple and easement estates for proposed and existing roadway

expansions, water canals and public utility lines. Notable right-of-way projects include:

- Luce Bayou Interbasin Transfer Project
- Phase 1B - Alliance Regional Water Authority
- Grand Parkway Segments F, G, H and I
- FM 1960 - Humble, TX
- Texas Central - High Speed Rail
- IH 610 Loop South, Houston, TX

Mr. Miggins has consulted on and appraised property for litigation, specifically eminent domain proceedings and various tax purposes including estate planning, contribution into family limited partnerships and ad valorem. Mr. Miggins testified as an expert witness in Harris, Liberty, Bexar, Fort Bend, Caldwell, Burleson, Bastrop and Travis counties in Texas. Mr. Miggins has also testified in the US District Court of the Southern District of Texas - McAllen Division.

MICHAEL SEAN MIGGINS
10606 SHADY RIVER
HOUSTON, TX 77042



Certified General Real Estate Appraiser

Appraiser: **MICHAEL SEAN MIGGINS**

License #: **TX 1332764 G**

License Expires: **11/30/2023**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

A handwritten signature in blue ink, which appears to read 'Chelsea B.', is located in the bottom right corner of the certificate.

Chelsea Buchholtz
Commissioner

Right of Way Appraisal Team Lead / Texas



James P. Patterson, R/W-AC

Director, Houston, TX

T +1 713 577 1596

C +1 713 882 5103

E jim.patterson@cbre.com

Lic. TX 1336482

Pro Affiliations / Accreditations

- Certified General Appraiser, States of Texas, Louisiana, Oklahoma, New Mexico and Kansas.
- International Right of Way Association-Right of Way Appraisal Certification (R/W-AC)

Education

- Baylor University, Waco, Texas
- Bachelor of Business Administration Degree; Public Administration

Professional Experience

James Patterson, R/W-AC, is a Director of CBRE's Valuation and Advisory Services (VAS) group and has over 20 years of experience focusing on right-of-way appraisal and consulting assignments. Mr. Patterson obtained a Bachelor of Business Administration Degree in Public Administration from Baylor University.

Before joining CBRE, Mr. Patterson was a Senior Vice President at Jones Lang Lasalle and the Director of Right-of-Way at Integra Realty Resources. He managed large-scale infrastructure projects, including proposed petroleum pipelines, electrical transmission lines, water lines, and public roadways. Mr. Patterson's services on projects include valuation, consultations, reviews, and market studies.

In addition to providing appraisal and consulting services for infrastructure projects in multiple states across the U.S., Mr. Patterson has provided litigation support and expert witness testimony.

JAMES PATRICK PATTERSON
1111 WILDWOOD LANE
KATY, TX 77494



Certified General Real Estate Appraiser

Appraiser: **James Patrick Patterson**

License #: **TX 1336482 G**

License Expires: **10/31/2022**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner



RIGHT OF WAY APPRAISAL – TEAM TEXAS

Kara Gianni

Vice President, Houston, TX

T +1 713 577 1542

M +1 281 744 2048

E kara.gianni@cbre.com

Lic. TX-1380862-G

Pro Affiliations / Accreditations

- Certified General Real Estate Appraiser: State of Texas
- Member – International Right of Way Association

Education

- Bachelor of Business Administration, Real Estate Finance
- Old Dominion University, Norfolk, Virginia

Clients Represented

- Alliance Regional Water Authority
- City of Houston
- Cobb, Fendley & Associates
- Enterprise Products
- Halff Associates
- HDR
- Lower Colorado River Authority
- METRO
- O.R. Colan Associates
- Overland Pacific & Cutler
- Pinnacle Consulting
- Plains All American Pipeline
- Port of Houston
- Texas Attorney General
- Texas Central
- TxDOT

Professional Experience

Kara Gianni serves as a Vice President at CBRE Valuation and Advisory Services in the Houston office. Within this role, Ms. Gianni specializes in right of way valuations with over 15 year of experience throughout the State of Texas and surrounding states.

Prior to joining CBRE in May of 2018, Ms. Gianni worked on property valuation, project management, property research, and litigation preparation on eminent domain and other litigation projects. Specifically, she has worked extensively with large scale right-of-way infrastructure projects which include the valuation of fee simple and easement estates for proposed roadway expansions or widenings, proposed pipelines, proposed parks, and public utility lines.

Some of the noteworthy projects over the years include:

- TxDOT US Highway 290 widening – IH 610 in Houston to Mueschke Road in Cypress, Texas
- Texas Central – High Speed Rail
- TxDOT State Highway 249 – Pinehurst, Texas
- TxDOT SH 99 (Grand Parkway) – Houston, Tomball, Richmond, Spring, Mont Belvieu, and Baytown, Texas
- LCRA Cook's Point Project – Burleson County, Texas
- Texas Express Pipeline – from Hill to Chambers County, Texas
- Phase 1B - Alliance Regional Water Authority
- TxDOT FM 1463 widening – Katy, Texas
- METRO East End Corridor – East Downtown Houston, Texas
- Houston Parks Board Halls Bayou Hike & Bike Trail – Houston, Texas

In addition to her experience in right-of-way, Ms. Gianni has experience performing additional valuation services for institutional clients for industrial, multi-family, retail, special use, and vacant land. Furthermore, Ms. Gianni has provided expert witness testimony in several counties throughout Texas.

KARA IDELLA GIANNI
8918 TEXAS HONEYSUCKLE TRL
CYPRESS, TX 77433



Certified General Real Estate Appraiser

Appraiser: **Kara Idella Gianni**

License #: **TX 1380862 G**

License Expires: **01/31/2023**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.



Chelsea Buchholtz
Commissioner

Memorandum of Agreement

Date: _____

Owner: United Independent School District as Trustee for itself and for Webb County, Webb County Road and Bridge, and the City of Rio Bravo

Re: Memorandum of Agreement

This Memorandum of Agreement sets out the terms by which you, as Owner(s), agree to convey to the State of Texas a permanent easement over the property described in attached Exhibit "A".

This agreement sets out the details of the purchase and process by which the Texas Facilities Commission (TFC) will make payment. The payment of \$_____ to Owner constitutes full payment to be made by TFC for the easement to be conveyed to the State. The form of the Grant of Easement is attached as Exhibit "B" and sets out the terms and conditions. In addition to those terms and conditions, TFC and the owner(s) have agreed to the following provisions:

Until payment is made by TFC, possession of the easement to be granted remains with you. You shall bear all risk of loss until payment is received. Either you or TFC shall have the unconditional right to terminate this agreement; however, unless terminated this agreement is binding and enforceable at law and in equity in a court of competent jurisdiction.

The payment of the amount herein stated, and the terms provided constitute the only promises, consideration, and conditions of this agreement; and no other promises, consideration or conditions have been represented, express or implied.

TFC, without cost to the owner, will pay the cost of recording the Grant of Easement, survey and title reports or policies. Owner is solely responsible for paying ad valorem taxes and any other personal or corporate taxes.

Upon your signing this agreement and the Grant of Easement, the State will proceed with the issuance of State warrants which will be made out to United Independent School District as Trustee for itself and for Webb County, Webb County Road and Bridge, and the City of Rio Bravo, or as you otherwise direct.

You have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

STATE OF TEXAS

By: _____
Mike Novak, Executive Director

United Independent School District as Trustee for itself and for Webb County

By: _____
Name: _____
Title: _____
Date: _____

Webb County Road and Bridge

By: _____

Name: _____

Title: _____

Date: _____

City of Rio Bravo

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

EASEMENT PROPERTY

Texas Facilities Commission Border Fence Program Real Estate Inquiry



LEGEND

- Land Parcel
- Impacted Area

*If sheet measures less than 11x17" it is a reduced print.
Reduce scale accordingly.



WARNING: This document is **FOR OFFICIAL USE ONLY (FOUO)**. It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DHS official.

EXHIBIT "B"

GRANT OF EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

GRANT OF EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WEBB §

KNOW ALL BY THESE PRESENTS:

Date:

Grantor:

United Independent School District as Trustee for itself and for Webb County, Webb County Road and Bridge, and the City of Rio Bravo

Grantor's Mailing Address:

3501 E. Saunders St., Laredo, Texas 78041-5444

Grantee:

The State of Texas, acting by and through the Texas Facilities Commission, a state agency

Grantee's Mailing Address:

1711 San Jacinto, Austin, Texas 78711

Easement Property:

THE EASEMENT PROPERTY IS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES.

Upon execution of this Grant of Easement, it is the intent of the parties to grant a blanket easement over and across the Easement Property as shown in attached Exhibit "A", until such time as the Easement Property is further defined. Within one hundred twenty (120) days after executing this Grant of Easement, Grantee will provide Grantor with a professional ground survey including a plat and field notes defining the precise location of the Easement Property.

Easement Purpose:

Grantee and Grantee's employees, contractors, and agents shall have the right to use the Easement Property for a right-of-way to construct, maintain, operate, inspect, and repair border wall infrastructure, including but not limited to related and supporting infrastructure, buildings, utilities, access roads for maintenance and patrols, gates and all aspects of law enforcement and apprehension including but not limited to infrastructure for monitoring equipment, communications, and lighting (the "Easement Facilities"). Grantee

shall not use the Premises for any other purpose without first obtaining Grantor's written consent, which consent shall not be unreasonably denied.

Consideration:

The sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee an easement over, under, and across the Easement Property for the Easement Purpose and for the benefit of Grantee, to have and to hold said Easement unto Grantee, subject to the Terms and Conditions hereof.

Reservations from Conveyance:

This instrument conveys to Grantee easement interests in the surface estate only of the Easement Property. Grantor hereby reserves to Grantor, and Grantor's heirs, legal representatives, administrators, executors, successors and assigns, all mineral interests, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement Property or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith.

Grantor, and Grantor's heirs, legal representatives, administrators, executors, successors and assigns, waive all rights to use the surface of the Easement Property for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas or other minerals from and under the Easement Property by directional drilling or other means that do not unreasonably interfere with or disturb the surface of the Easement Property or Grantee's use of the Easement Property for the purposes set forth herein.

Grantor reserves the right to use the Easement Property as currently used; provided however, Grantor shall not use the Easement Property for the installation, construction, operation, use, maintenance, repair, modification, upgrade, or replacement of any structure, building, retaining wall, or other similar improvement in the Easement Property.

Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of the Easement Property is located, or that may be apparent on the Easement Property.

BY ITS ACCEPTANCE OF THIS EASEMENT, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE EASEMENT PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE

EASEMENT PROPERTY AS IS AND WITH ALL FAULTS AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY GRANTEE'S INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS), AND GRANTOR IS GRANTING THE EASEMENT WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT PROPERTY, THE INCOME TO BE DERIVED THEREFROM, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF THE LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES.

Terms and Conditions:

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

1. Grantee will have the right to use a temporary construction easement, not to exceed fifty (50) feet in width (the "Temporary Construction Easement"), for the use and occupancy by Grantee, its agents, employees, contractors, and subcontractors only for the Easement Purpose. The Temporary Construction Easement will automatically terminate and revert to the Grantor, free and clear of any right, title, or interest in Grantee, upon whichever first occurs: (in) the completion of construction of the Easement Facilities on the Easement Property; or (ii) twenty-four (24) months following the date hereof. The description of the Temporary Construction Easement, and the part of Grantor's Property out of which the same is being acquired, are described in Exhibit "A" attached hereto and made a part hereof for all purposes. So that Grantee may have appropriate and necessary utility services delivered to the Easement Property, Grantor will cooperate and grant additional underground utility easements upon terms to be mutually and reasonably agreed upon.
2. Grantee will have the right of ingress and egress to and from the Easement Property, which right of ingress and egress will be limited and confined to the boundaries of the Easement Property and to the boundaries of the Temporary Construction Easement while such Temporary Construction Easement remains in effect.
3. Grantee shall comply, and will cause its employees, agents, contractors, subcontractors, consultants, and other invitees to comply, with all applicable laws, ordinances, rules, and regulations of governing agencies concerning use of the Premises.
4. To the maximum extent provided by law Grantee will be solely responsible for the design and construction of the Easement Facilities constructed within the Easement Property, the operation, maintenance, and repair thereof, and any damages resulting from the activities of Grantee hereunder or the use of the Easement Property or any other portion of Grantor's Property by Grantee, or Grantee's employees, agents, contractors, customers, or invitees. To the extent provided by law, and not otherwise, Grantee shall indemnify Grantor against any loss and damage that is caused by the exercise of the rights granted under this Grant of Easement or by any wrongful or negligent act or omission of Grantee's agents, employees, or contractors in the course of their employment. Nothing contained herein will ever be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property arising from or in any manner connected with the acts, conduct, or negligence of Grantee, or its agents, employees, or contractors, in the design, construction, or maintenance of the Easement Facilities.

5. Grantee is an agency of the State of Texas and agrees to require all contractors, subcontractors, or agents that enter onto the Easement Premises to either (i) purchase and maintain a Required Policy (as hereinafter defined) of insurance coverage, or (ii) provide Financial Documentation (as hereinafter defined). The phrase "Required Policy" shall mean the policy of insurance in an amount customarily carried for similar projects and use. Such Required Policy shall insure against any and all loss or damage as may be required by rule (including, without limitation, coverage for bodily injury, death, property damage, premises and operations, products liability, contractual liability, and/or strict liability). The phrase "Financial Documentation" shall mean a financial statement and/or other evidence of financial responsibility or capacity which is determined to be satisfactory to Grantee.

6. The duration of the Easement is perpetual, subject to the termination provisions herein.

7. This Easement is perpetual; however, if the Easement Facilities are abandoned by Grantee, or are ceased to be used for a period of thirty-six (36) months, or are removed from the Easement Property by Grantee, then in any such event, the easement, rights, and privileges granted hereby will automatically cease, said easement and rights will terminate, and the Easement Property will be released of and from, and title to the Easement Property will revert to and revest in Grantor or Grantor's successors or assigns, free and clear of the easement, rights, and privileges granted hereby as fully and completely as if this Easement had not been executed, and Grantee shall furnish at its expense, upon receipt of written request from Grantor, a release of the Easement.

8. Grantee covenants and agrees that, in conducting its operations on Grantor's Property, Grantee shall strictly comply with all laws, statutes, rules, and regulations. Grantee shall not locate or dispose on or about the Easement any substance that is subject to any law or regulation pertaining to public health, safety, protection, or conservation of the environment. In the event, however, that any contamination should occur on Grantor's Property as the result of Grantee's operations, Grantee shall clean-up such contamination and remediate Grantor's Property to as nearly its original condition as possible. Upon completion of construction, Grantee will promptly (a) restore the ground surface as nearly as practicable to the original contour which existed immediately prior to the commencement of any work; (b) provide suitable ditch cross-overs during construction as are reasonably required by Grantor; (c) properly support each side of a contemplated fence opening by suitable posts and braces before a fence is cut, and, where required, provide a temporary gate; and (d) repair in a good and workmanlike manner any and all fences, parking surfaces, staging areas, erosion protection, drainage, irrigation, and other utility systems which are cut or damaged by Grantee as a result of Grantee's construction or related activities. Any new fences and gates shall be agreed upon by Grantor and Grantee and described in Exhibit "B" attached hereto and made a part hereof for all purposes.

9. Grantee may assign this Grant of Easement, the rights granted herein, and the Easement Property, in whole or part, to the United States of America, or a designated agency thereof, and such assignment shall relieve Grantee of any liability for any obligation, covenant, or condition of this agreement. For purposes of this agreement, an assignment is any transfer, including by operation of law, of all or part of this Grant of Easement, the rights granted herein, and the Easement Property.

10. This Grant of Easement and the exhibit(s) attached hereto are the entire agreement of the parties concerning the Easement Property and the grant of the Easement Property by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statement or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

11. This agreement will be construed under the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. Venue is in Travis County, Texas.

12. Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by personal delivery, courier delivery, or other commercially reasonable means and will be effective when actually received. Notice by facsimile or electronic mail is not an acceptable form of notice. Any address for notice may be changed by written notice delivered as provided herein.

13. Time is of the essence.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE(S) ON NEXT PAGE

EXECUTED this the ____ day of _____, 2022.

GRANTOR:

United Independent School District as Trustee for itself and for Webb County

By: _____
Name: _____
Title: _____

Webb County Road and Bridge

By: _____
Name: _____
Title: _____

City of Rio Bravo

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

3501 E. Saunders St.
Laredo, Texas 78041-5444

GRANTEE:

THE STATE OF TEXAS,
acting by and through the Texas Facilities Commission, a state agency

Name: Mike Novak
Title: Executive Director

Approved:

GC/DGC

ADDRESS FOR NOTICE:

Legal Division
1711 San Jacinto Blvd.
Austin, Texas 78701
or
P.O. Box 13047
Austin, Texas 78711-3047

BUSINESS ENTITY ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, by _____
_____, _____ of United Independent School District as
Trustee for itself and for Webb County, a _____, on behalf of said
business entity. The acknowledging person personally appeared by:

physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for
online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, by _____
_____, _____ of Webb County Road and
Bridge, a _____, on behalf of said business entity. The acknowledging person
personally appeared by:

physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for
online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, by _____
_____, _____ of the City of Rio Bravo, a _____
_____, on behalf of said business entity. The acknowledging person personally appeared
by:

physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for
online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

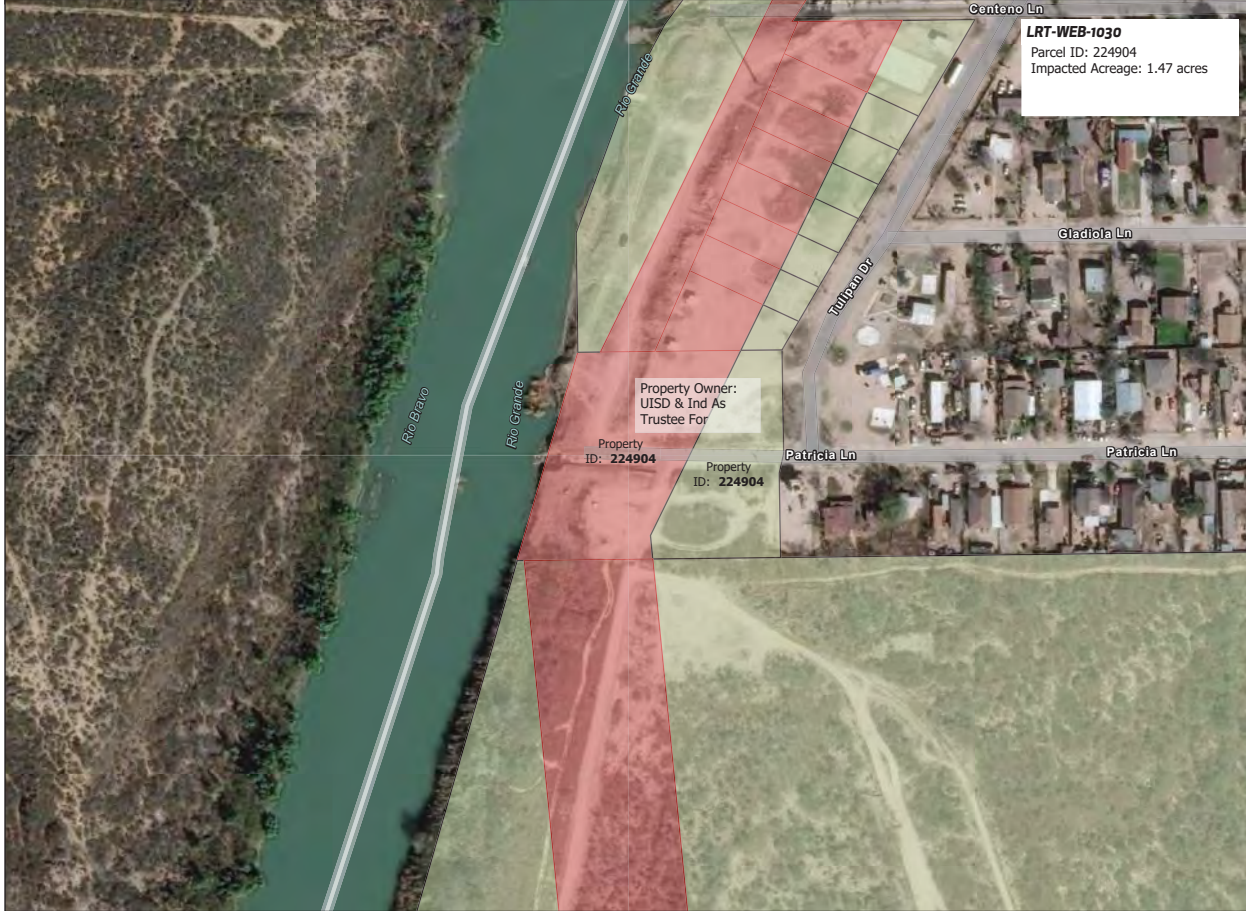
This instrument was acknowledged before me on this ____ day of _____, 2022, by Mike Novak, Executive Director of the Texas Facilities Commission, on behalf of the State of Texas.

Notary Public for the State of Texas

EXHIBIT "A"

EASEMENT PROPERTY

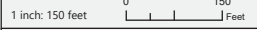
Texas Facilities Commission Border Fence Program Real Estate Inquiry



LEGEND

- Land Parcel
- Impacted Area

*If sheet measures less than 11x17" it is a reduced print.
Reduce scale accordingly.



WARNING: This document is **FOR OFFICIAL USE ONLY (FOUO)**. It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DHS official.

EXHIBIT "B"

FENCE/GATE DETAILS

Request for Taxpayer Identification Number and Certification

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

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

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
		<p>2 Business name/disregarded entity name, if different from above</p>	
		<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
		<p>6 City, state, and ZIP code</p>	
		<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
OR									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
750. Individual	The individual
751. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
752. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
753. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
754. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
755. Sole proprietorship or disregarded entity owned by an individual	The owner ³
756. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(B))	The grantor*
Give name and EIN of:	
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



GENERAL OFFICES

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OFFICE: 972/960-7121
FAX: 972/960-7123
TOLL FREE: 800/747-2863
WWW.UFSRW.COM

CONTACT INFORMATION FORM

In order to best serve you, we need to be able to contact you with any questions or concerns.

Please fill out the form below and return with your other documents. Thank you.

Name: _____

Home Address: _____

City, State, Zip: _____

Mailing Address: _____

City, State, Zip: _____

Home Phone: _____

Cell Phone: _____

Other Phone: _____

Email Address: _____

Preferred Method of Contact: _____