

BOARD OF TRUSTEES AGENDA

<input type="checkbox"/> Workshop	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special
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(A) Report Only Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

(B) Action Item

Presenter(s): **ISMAEL MIJARES, DEPUTY SUPERINTENDENT FOR BUSINESS AND FINANCE
LUIS VELEZ, PURCHASING DIRECTOR**

Briefly describe the action required.

CONSIDERATION AND POSSIBLE ACTION TO ACCEPT THE DONATION OF REAL PROPERTY TO THE DISTRICT.

(C) Funding source: Identify the source of funds if any are required.

(D) Clarification: Explain any question or issues that might be raised regarding this item.

SEE ATTACHED MEMORANDUM

MEMORANDUM

To: Ismael Mijares, Deputy Superintendent for Business and Finance
From: Luis A. Vélez, Purchasing Director
Date: Wednesday, July 8, 2015
Subject: **Donation of Property ID 19399 and 19403**

The trust of former Eagle Pass I.S.D. School Board President Mr. Oscar Jesus Mello, the lawful owner of property ID 19399 and property ID 19403, has petitioned the school district to consider the donation of said properties from Mr. Mello to the Eagle Pass Independent School District. The properties are located in front of Benavides Elementary.

A title inquiry was conducted by the EPISD Tax Office and the inquiry results showed that no delinquent taxes were owed to any of the applicable taxing entities.

As per board policy BAA and CDC, the school board of trustees has the power to receive donations coming legally to the district. A devise or bequest of property for the benefit of the public schools, if not otherwise directed by the donor, vests the property in the Board or their successors in office. All bequests shall be included in the total receipts of the District which are reported in the annual financial statement as per board policy.

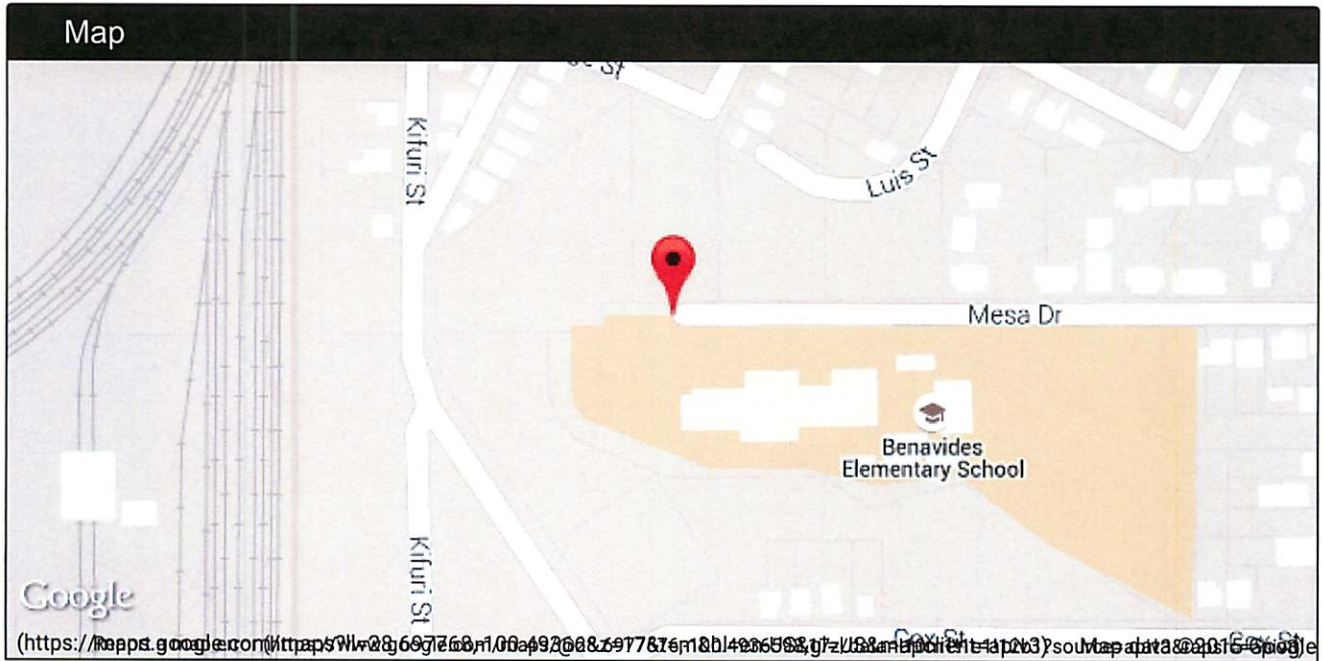
Relevant documentation to this request is attached to this memo.

Please contact me at the Purchasing Department should you have any questions regarding this.

CC: Deniz Brown, EPISD Tax Assessor-Collector

Maverick CAD eSearch

Property ID: 19399 For Year 2015



Property Details	
Account	
Property ID:	19399
Legal Description:	SOUTH HEIGHTS, BLOCK 31, LOT C, (SOUTH 1.097 ACRES OF LOT C)
Geographic ID:	S5500310000C00
Agent Code:	
Type:	Real
Location	
Address:	MESA DRIVE EAGLE PASS, TX 78852
Map ID:	
Neighborhood CD:	C1
Owner	
Owner ID:	17033
Name:	MELLO, OSCAR
Mailing Address:	1267 BUTLER RD EAGLE PASS, TX 78852-3308
% Ownership:	100.0%
Exemptions:	No Exemptions

Property Values	
Improvement Homesite Value:	N/A
Improvement Non-Homesite Value:	N/A
Land Homesite Value:	N/A
Land Non-Homesite Value:	N/A
Agricultural Market Valuation:	N/A
Market Value:	N/A
Ag Use Value:	N/A
Appraised Value:	N/A
HS Cap:	N/A
Assessed Value:	N/A

DISCLAIMER: Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction					
Entity	Description	Tax Rate	Market Value	Taxable Value	
CAD	Central Appraisal District		N/A	N/A	N/A
CIT	City of Eagle Pass		N/A	N/A	N/A
GMC	Maverick County		N/A	N/A	N/A
HOS	Hospital		N/A	N/A	N/A
SCH	Eagle Pass ISD		N/A	N/A	N/A
Total Tax Rate: N/A					

Property Improvement - Building

Property Land							
Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
RS	RES SINGLE FAMILY	1.10	47,916.00			N/A	N/A

Property Roll Value History							
Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed	
2015		N/A	N/A	N/A	N/A	N/A	N/A
2014		\$0	\$35,940	\$0	\$35,940	\$0	\$35,940
2013		\$0	\$35,940	\$0	\$35,940	\$0	\$35,940
2012		\$0	\$35,940	\$0	\$35,940	\$0	\$35,940
2011		\$0	\$35,940	\$0	\$35,940	\$0	\$35,940
2010		\$0	\$35,940	\$0	\$35,940	\$0	\$35,940
2009		\$0	\$35,940	\$0	\$35,940	\$0	\$35,940
2008		\$0	\$35,940	\$0	\$35,940	\$0	\$35,940
2007		\$0	\$28,750	\$0	\$28,750	\$0	\$28,750

Property Deed History							
Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
12/18/2013	WD	WARRANTY DEED	MELLO, OSCAR & HARRY FERGUSON	MELLO, OSCAR	1439	123	179609

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Property Values	
Improvement Homesite Value:	N/A
Improvement Non-Homesite Value:	N/A
Land Homesite Value:	N/A
Land Non-Homesite Value:	N/A
Agricultural Market Valuation:	N/A
Market Value:	N/A
Ag Use Value:	N/A
Appraised Value:	N/A
HS Cap:	N/A
Assessed Value:	N/A

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Property Taxing Jurisdiction					
Entity	Description	Tax Rate	Market Value	Taxable Value	
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CIT	City of Eagle Pass		N/A	N/A	N/A
GMC	Maverick County		N/A	N/A	N/A
HOS	Hospital		N/A	N/A	N/A
SCH	Eagle Pass ISD		N/A	N/A	N/A
Total Tax Rate: N/A					

Property Improvement - Building

Property Land							
Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
RS	RES SINGLE FAMILY	1.22	52,969.00			N/A	N/A

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015		N/A	N/A	N/A	N/A	N/A
2014		\$0	\$39,730	\$0	\$39,730	\$0
2013		\$0	\$39,730	\$0	\$39,730	\$0
2012		\$0	\$39,730	\$0	\$39,730	\$0
2011		\$0	\$39,730	\$0	\$39,730	\$0
2010		\$0	\$39,730	\$0	\$39,730	\$0
2009		\$0	\$39,730	\$0	\$39,730	\$0
2008		\$0	\$39,730	\$0	\$39,730	\$0
2007		\$0	\$31,780	\$0	\$31,780	\$0

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
12/16/2013	WD	WARRANTY DEED	MELLO, OSCAR & HARRY FERGUSON	MELLO, OSCAR	1439	123	179609

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LAW OFFICE OF JAD P HARPER, P.L.L.C.

Attorney at Law

2149 DEL RIO BLVD SUITE 201 A
EAGLE PASS, TX 78852

JAD P HARPER
EMAIL: jadharp@sbctlobal.net

TELEPHONE: (830) 758-1212
TELECOPIER (830) 758-1717

July 8, 2015

Ms. Lupita Fuentes
Eagle Pass Independent School Board President
1420 Eidson Rd.
Eagle Pass, Texas

RE: Oscar Mello Donation of Two (2) Real Estate Properties to the Eagle Pass ISD

Dear Ms. Fuentes:

The intent of this letter is to provide a written expression of the mutual interest of the following parties:

Donor: Oscar Mello
Recipient: Eagle Pass ISD

The intention is for Eagle Pass ISD to accept ownership of the two (2) real estate properties set forth in this letter.

A. Prospective Transaction

The transaction, in which the parties have expressed a mutual interest in, involves the transfer of title of ownership of the two (2) real estate properties owned by Oscar Mello located in Eagle Pass, Texas to the Eagle Pass ISD described below.

1. Property ID No.: 19399;
Legal Description: South Heights, Block 31, Lot C (South 1.097 acres); and
Address: Mesa Drive, Eagle Pass, Texas and;
2. Property ID No.: 19403;
Legal Description: South Heights, Block 31, Lot D (South 1.216 acres);
Address: Mesa Drive, Eagle Pass, Texas.

B. Purpose

The Prospective Transaction would involve transferring ownership from Oscar Mello to the Eagle Pass ISD in the form of a donation or gift to the Eagle Pass ISD.

The decision of Oscar Mello and his immediate family members to donate this property to the Eagle Pass ISD is done with the hope that Benavides Elementary and/or the Eagle Pass ISD can use the properties in a way that meets any needs the campus and school district may have, including but not limited to fostering the academic growth of its students.

C. Authority

This letter also shall serve as notice to you as president of the school board, as well as to all of the other acting board members, that Sonya Mello has full legal authority to transfer ownership of the two (2) properties mentioned herein this correspondence that are in the name of her father, Oscar Mello.

Specifically, I am providing you with a file-stamped copy of an Order Declaring Spouses' Incapacity that was signed by Maverick County Judge, David Saucedo, on July 23, 2013.

The Order appoints Oscar Mello's wife, Marlene Ferguson Mello, the full authority "to manage, control, and dispose of the entire community estate, as community administrator, including the part of the community estate that Oscar Jesus Mello legally has the power to manage in the absence of his incapacity, without an administration."

Furthermore, Marlene F. Mello has since signed a Power of Attorney designating her daughter, Sonya Mello with the full authority to act on both her and Oscar Mello's behalf to transfer ownership of any real estate properties they own.

For the board's reference, Marlene F. Mello and all immediate family members are in full agreement to donate the two (2) properties to the Eagle Pass ISD.

D. Documents

I am providing you with copies of the following documents with this correspondence:

1. Order Declaring Spouses' Incapacity;
2. Power of Attorney from Marlene F. Mello to Sonya Mello; and
3. General Warranty Deed in reference to the subject properties.

I hope this information is beneficial to you in making your determination as to whether you will be accepting this most generous donation from the Mello family.

Please contact either me or Sonya Mello should you require further information or documentation regarding this letter of intent.

Sincerely,



Jad P Harper, Attorney at Law

JPH/sg
Via Hand Delivery, Luis Velez, Purchasing Director
XC: Sonya Mello, Via Hand Delivery

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.

General Warranty Deed

Date: 12-16-13

Grantor: The Estate of Harry Edward Ferguson, Jr.

Grantor's Mailing Address: c/o Roxie Ferguson Garza de Haro, Independent Executrix, 7905 Osborne Drive, Austin, Texas 78729

Grantee: Oscar Mello

Grantee's Mailing Address: 1267 Butler Street, Eagle Pass, Maverick County, Texas

Consideration: Ten (\$10.00) Dollars Cash and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed.

Property (including any improvements):

Block Thirty-One (31), Lots C and D, South Heights Addition, Eagle Pass, Maverick County, Texas

Reservations from and Exceptions to Conveyance and Warranty: This conveyance is expressly made subject to the following matters insofar as they affect the property herein conveyed:

- 1) All validly existing easements, rights-of-way, and prescriptive rights pertaining to the herein described real property, whether of record or not.
- 2) All presently recorded and validly existing oil, gas, and mineral leases, royalty reservations, mineral interests, and transfers of any interest in the oil, gas, or minerals pertaining to the herein described real property.
- 3) All presently recorded and validly existing restrictions, reservations, covenants, and conditions pertaining to the herein described real property.
- 4) All presently recorded and validly existing instruments, other than liens and conveyances of the surface fee estate, that affect the property.
- 5) Taxes for the current year, the payment of which Grantee assumes and agrees to pay; and subsequent assessments and interest for this and prior years due to change in land usage,

ownership, or both, the payment of which Grantee assumes.

- 6) Validly existing rights of adjoining owners in any walls and fences situated on a common boundary.
- 7) Any discrepancies, conflicts, or shortages in area or boundary lines.
- 8) Any encroachments or overlapping of improvements.
- 9) Any liens described as part of the Consideration.
- 10) Any law, ordinance, or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) relating to the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

This instrument may be executed in multiple counterparts each of which shall be deemed an original and effective as of the date and year first written.

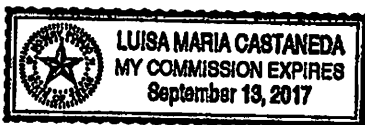
Roxie Ferguson Garza de Haro
 Roxie Ferguson Garza de Haro, Independent
 Executrix of the Estate of Harry Edward Ferguson

STATE OF TEXAS)

COUNTY OF Maverick)

This instrument was acknowledged before me on 12-14, 2013, by Roxie Ferguson Garza de Haro, Independent Executrix of the Estate of Harry Edward Ferguson.

[Signature]
 Notary Public, State of Texas



PREPARED IN THE OFFICE OF:

**Anderson, Lehrman, Barre & Maraist, LLP
Gaslight Square
1001 Third Street, Suite 1
Corpus Christi, Texas 78404
Telephone: (361) 884-4981
Fax: (361) 884-9618**

AFTER RECORDING RETURN TO:

**Robert Anderson
Anderson, Lehrman, Barre & Maraist, LLP
Gaslight Square
1001 Third Street, Suite 1
Corpus Christi, Texas 78404**

Doc# 179609
Book: 1439
Pages: 123 - 126

Filed & Recorded
01/13/2014 4:08PM

SARA MONTEMAYOR
COUNTY CLERK

MAVERICK

GENERAL RECORDING FEE	\$	13.00
RECORDS PRESERVATION FUN\$		10.00
COURTHOUSE SECURITY FEE	\$	3.00
REC MGT	\$	10.00

Leticia Perez Deputy

STATE OF TEXAS

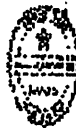
COUNTY OF MAVERICK

I hereby certify that this instrument
was filed on the date and time stamped
thereon by me and was duly recorded in
the OFFICIAL PUBLIC RECORDS of
Maverick County, Texas.

Any provisions herein which restricts
the sale, rental or use of the described
real property because of color or race
is invalid and unenforceable under
federal law.

SARA MONTEMAYOR

COUNTY CLERK MAVERICK COUNTY, TEXAS



A handwritten signature in black ink, appearing to read "Sara Montemayor", is written over the seal.

No. 13-03-172

FILED
AT 2:35 O'CLOCK P.M.
JUL 23 2013
SARA MONTEMAYOR
County Clerk, Maverick County, Texas
By: *[Signature]* Deputy

IN THE GUARDIANSHIP OF § IN THE COUNTY COURT
OSCAR JESUS MELLO, § OF
AN INCAPACITATED PERSON § MAVERICK COUNTY, TEXAS

ORDER DECLARING SPOUSE'S INCAPACITY

On this 23rd day of July, 2013, came on to be heard the Application for Declaration of Incapacity filed by MARLENE FERGUSON MELLO, ("Applicant") and after considering said Application, the Court finds by clear and convincing evidence that OSCAR JESUS MELLO is an incapacitated person and that it is in the best interest of OSCAR JESUS MELLO to give MARLENE FERGUSON MELLO full power to manage, control, and dispose of the entire community estate as community administrator.

The Court further finds by a preponderance of the evidence that this Court has venue of this matter under the provisions of Section 610 of the Texas Probate Code because OSCAR JESUS MELLO resides in this county; that the Court has jurisdiction of this matter; that OSCAR JESUS MELLO has no permanent legal Guardian; that MARLENE FERGUSON MELLO would not be disqualified under Section 681 of the Texas Probate Code to serve as a guardian; and that OSCAR JESUS MELLO lacks the capacity to manage his property, which consists of community property only; that this determination of incapacity was based on evidence of recurring acts or occurrences within the preceding six-month period and not isolated instances of negligence or bad judgment; and that this Application should be granted.

IT IS THEREFORE ORDERED, by this Court that OSCAR JESUS MELLO is

A true and correct copy
I hereby certify



Sara Montemayor
Sara Montemayor, County Clerk
Maverick County, Texas

declared to be an incapacitated person.

IT IS FURTHER ORDERED by this Court that MARLENE FERGUSON MELLO is given the full power to manage, control, and dispose of the entire community estate, as community administrator, including the part of the community estate that OSCAR JESUS MELLO legally has the power to manage in the absence of his incapacity, without an administration.

IT IS FURTHER ORDERED, that EDGAR JUAREZ, Guardian Ad Litem, is awarded the sum of \$ 150⁰⁰ for the legal services rendered on behalf of OSCAR JESUS MELLO, which are to be paid from the assets of OSCAR JESUS MELLO's estate, and the Attorney Ad Litem is hereby discharged.

SIGNED on this the 23rd day of July, 2013.




JUDGE PRESIDING

APPROVED:



LAW OFFICE OF JAD P HARPER, PLLC

2149 Del Rio Blvd, Suite 201A
Eagle Pass, TX 78852

By: 

JAD P HARPER
Attorney for Applicant
State Bar No.: 24010333

A true and correct copy
I hereby certify



Sara Montemayor, County Clerk
Maverick County, Texas



SARA MONTEMAYOR
Maverick County Clerk
500 Quarry St. Ste. 2
Eagle Pass, Texas 78852
(830) 773-2829

CERTIFICATE

**STATE OF TEXAS
COUNTY OF MAVERICK**

I, SARA MONTEMAYOR, Clerk of the County Court, of Maverick County, Texas, do hereby certify that the foregoing is a true and correct Copy of:

1. Order Declaring Spouse's Incapacity.
Filed July 23, 2013.

In Cause No. 13-03-172 in the matter of the GUARDIANSHIP OF OSCAR JESUS MELLO, AN INCAPACITATED PERSON.
The same appears in the GUARDIANSHIP RECORDS of Maverick County, Texas.

WITNESS my hand and seal of said court, at my office in Eagle Pass, Texas, this the 23RD day of July, 2013.

SARA MONTEMAYOR
Clerk, County Court, Maverick County, Texas

By Selica Pagan Deputy

DURABLE GENERAL POWER OF ATTORNEY

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF MAVERICK

§

§

That I, MARLENE FERGUSON MELLO, of Maverick County, Texas, do hereby make, constitute, and appoint SONYA MELLO, of Maverick County, Texas, my true and lawful Attorney-in-Fact, with full power to do any and every act and exercise any and every power that I might or could do or exercise through any other person and that my Attorney-in-Fact, in such Attorney-in-Fact's discretion, shall deem proper and advisable, intending hereby to vest in my Attorney-in-Fact a full and universal power of attorney, and not by way of limitation but as illustration, and including, but not limited to any real property I own or in which I maintain an interest, with full power to:

(1) accept as a gift or as security for a loan or reject, demand, buy, lease, receive, or otherwise acquire an interest in real property or a right incident to real property;

(2) sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition, consent to partitioning, subdivide, apply for zoning, rezoning, or other governmental permits, plat or consent to platting, develop, grant options concerning, lease or sublet, or otherwise dispose of an estate or interest in real property or a right incident to real property;

(3) make, acknowledge, execute, and deliver oil, gas, mineral or other natural resource leases of any real property, alone, or in conjunction with any other person or entity, under such conditions deemed proper; and make agreements and exercise every power incident to exploration, production or marketing of oil, gas, minerals, and other natural resources;

(4) release, assign, satisfy, and enforce by litigation, action, or otherwise a mortgage, deed of trust, encumbrance, lien, or other claim to real property that exists or is claimed to exist;

(5) do any act of management or of conservation with respect to an interest in real property, or a right incident to real property, owned or claimed to be owned by the principal, including power to:

(A) insure against a casualty, liability, or loss;

(B) obtain or regain possession or protect the interest or right by litigation, action, or otherwise;

(C) pay, compromise, or contest taxes or assessments or apply for and

receive refunds in connection with them;

(D) purchase supplies, hire assistance or labor, or make repairs or alterations in the real property; and

(E) manage and supervise an interest in real property, including the mineral estate, by, for example, entering into a lease for oil, gas, and mineral purposes, making contracts for development of the mineral estate, or making pooling and unitization agreements;

(6) use, develop, alter, replace, remove, erect, or install structures or other improvements on real property in which the principal has or claims to have an estate, interest, or right;

(7) participate in a reorganization with respect to real property or a legal entity that owns an interest in or right incident to real property, receive and hold shares of stock or obligations received in a plan or reorganization, and act with respect to the shares or obligations, including:

(A) selling or otherwise disposing of the shares or obligations;

(B) exercising or selling an option, conversion, or similar right with respect to the shares or obligations; and

(C) voting the shares or obligations in person or by proxy;

(8) change the form of title of an interest in or right incident to real property; and

(9) dedicate easements or other real property in which the principal has or claims to have an interest to public use, with or without consideration.

(10) sell and enter into contracts for the sale of all or any part of my personal property, tangible or intangible, wherever situated with full power to deliver possession of said personal property and execute in my name any documents necessary to transfer title to said personal property, including bills of sale or other documents of title, taking any security interest for any unpaid balance deemed proper;

(11) lease, purchase, acquire, and take possession of any personal property, tangible or intangible, or any interest therein, on such terms and conditions deemed proper;

(12) sell, buy, contract to sell, or contract to buy, for cash or other consideration, on such terms and conditions deemed desirable, to or from such persons or entities as deemed advisable, and do any acts necessary or proper to transfer, assign, convey, or vote (including, but not limited to, calling of meetings of directors or shareholders or making and giving consents and ratifications), by proxy or otherwise, all my right, title, and interest

in all or part of my stocks, bonds, commodity futures, futures, options, commodity contracts, puts, calls or other securities of any kind, wherever located and whether owned by me or standing in my name on the books of any company or brokerage firm;

(13) deposit in my account with any bank, broker, trust company, or financial institution any check, monies, bills of exchange, drafts, promissory notes, and other securities for money payable or belonging to me; sign my name and endorse the same for deposit or collection; from time to time withdraw any monies deposited in my account and draw checks or drafts in my name; open bank accounts in my name; and pay any debts or expenses incurred by me or incurred on my behalf by my Attorney-in-Fact pursuant to the authority given by me;

(14) borrow money from such sources and on such terms deemed fit and proper, upon the security of any of my property, either real, personal, or otherwise, and execute, sign, acknowledge, and deliver in such form as may be required or requested any promissory note, mortgage, security agreement or any other instrument that may be required to give to the lender the right to resort to my property as security for repayment of any such loan;

(15) lend my money with or without interest to such sources and on such terms deemed fit and proper, with or without taking security either real, personal, or otherwise, and receive any promissory note, mortgage, security agreement or any other instrument that may be deemed fit to secure the loan if any security is required;

(16) enter any safety deposit box in my name in any bank and withdraw and take there from anything contained therein; open new safe deposit boxes and close out any safe deposit boxes;

(17) deal with any insurance company or agency with regard to any existing policy, pay premiums, make policy renewals, and purchase additional insurance of any type coverage;

(18) collect, sue on, compromise, settle, discharge, release, arbitrate, prosecute, or fail to prosecute any claim, debt, lien, or right of action held by me or against me;

(19) deal with any government administrative agency, federal, state, county, city, local, or otherwise, with regard to any matter in which I may have an interest, including but not limited to, any tax matter or controversy and any matter concerning the payment of benefits such as Social Security or Medicare;

(20) contract with, employ, compensate, and dismiss any agent, clerk, servant, attorney, accountant, investment advisor, or other person or contract for, or terminate any service of any kind, as deemed proper, and determine whether or not to act upon the advice of any such agent;

(21) continue, manage, actively transact, and pursue any business in which I

may have an interest; incorporate, liquidate, or in any manner change the form of carrying on any business;

(22) join with my spouse or my spouse's estate in filing joint income tax returns;

(23) prepare, sign, and file all tax returns and pay all taxes required by law by any jurisdiction; file claims for abatement and refund; request extensions of time; exercise any elections; act in my behalf in all tax matters of all kinds and for all periods before all persons representing the Internal Revenue Service or any taxing authority; file petitions to the tax court or any other court regarding tax matters; and sign and/or agree to any tax related document or procedure, including, but not limited to, receipts, offers, waivers, consents, powers of attorney, closing agreements, receipt of confidential information and the posting of bonds;

(24) expend income or principal of my estate for the health, education, maintenance, and support of myself and my dependents;

(25) purchase for me United States of America Treasury Bonds of the kind which are redeemable at par in payment of federal estate taxes and to arrange for the safekeeping and custody of any such treasury bonds;

(26) convey any and all assets of my estate (consisting of any real, personal, or mixed property, of whatever kind, wheresoever located and whensoever acquired) into such trust or trusts as my agent shall deem proper, irrespective of whether said trust is now in existence or hereinafter established. My agent shall be empowered to create and transfer assets to a revocable management trust for my benefit which will revert to my estate at my death on such terms as my agent shall deem to be in my best interest;

(27) consent to any gifts made by my spouse as being made one-half by me for gift tax purposes as long as such consents do not exceed the annual exclusion for Federal Gift Taxes;

(28) convey or release any contingent or expectant interests in property, any rights of survivorship incident to a joint tenancy, tenancy by the entirety, joint bank accounts, or trust bank account, and marital property rights;

(29) take against the will of my spouse after my spouse's death and disclaim any interest in property which I am required to disclaim as a result of such election;

(30) exercise the right to revoke a revocable trust or surrender the right to revoke a revocable trust of which I am not a beneficiary;

(31) select payment options and ownership designation on any insurance policy, annuity, individual retirement account, pension plan or other retirement benefit, whether such designation was originally made by me or not, borrow money on any insurance policy, surrender any life insurance policy for its cash value, assigning any life insurance

policy, and pledge any life insurance policy for a loan;

(32) disclaim within the meaning of Section 122.001, et seq. of the Texas Estates Code, Section 112.010 of the Texas Trust Code, and Section 2518 of the Internal Revenue Code, any interest passing to me by testate or intestate succession, inter vivos transfer or otherwise;

(33) make gifts to my spouse and my issue (including any Attorney-in-Fact who may be my spouse) in amounts not to exceed the amount of annual exclusions allowed from the Federal Gift Tax for the calendar year of the gift to any one of them; however, any gift to my Attorney-in-Fact shall not exceed the greater of Five Thousand and no/100 Dollars (\$5,000.00) or five percent (5%) of my net estate but shall in no respect exceed the amount of annual exclusions allowed from the Federal Gift Tax for the calendar year of the gift. Gifts may be in fee simple, through custodianship, expenditure on their behalf or upon such terms, trusts, conditions, and limitations as deemed proper; however, all gifts shall be made in such manner as to qualify in their entirety for the annual exclusion from the Federal Gift Tax;

(34) make gifts to charity in amounts not exceeding the maximum amounts permitted for a charitable contribution under the federal income tax laws and commensurate with my past giving practices both as to amounts and as to the types of charitable beneficiaries.

I hereby revoke any prior Durable General Power of Attorney granted by me, including the one granted by me to my son, DANIEL MELLO.

If any third party (including, but without limitation stock transfer agents, title insurance companies, banks, credit unions, and savings and loan associations) with whom my agent seeks to transact refuses to recognize my agent's authority to act on my behalf pursuant to this power of attorney, I authorize my agent to sue and recover from such third party all resulting damages, costs, expenses and attorney's fees that are incurred because of such failure to act. The costs, expenses and attorney's fees incurred in bringing such action shall be charged against my general assets, to the extent that they are not recovered from said third party.

FURTHER, I state with regard to this Durable General Power of Attorney as follows:

(1) I authorize my Attorney-in-Fact to execute on my behalf any documents necessary or convenient in the performance of any act;

(2) I agree to indemnify and hold harmless any person who may act in reliance upon the authority granted to my Attorney-in-Fact hereby;

(3) my Attorney-in-Fact shall not be personally liable for any act done under the authority of this Durable General Power of Attorney except for acts constituting gross misconduct or fraud;

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(4) self-dealing by my Attorney-in-Fact is permitted, and my Attorney-in-Fact may buy or sell, either directly or indirectly, any of my property from or to my Attorney-in-Fact, an affiliate, a relative, employer, partner, or business associate;

(5) with regard to any life insurance policy on the life of my Attorney-in-Fact, the Attorney-in-Fact shall not exercise any incident of ownership within the meaning of Internal Revenue Code, Section 2042;

(6) my Attorney-in-Fact shall be reimbursed for expenses advanced upon my behalf but for services rendered shall not be entitled to compensation;

(7) this Durable General Power of Attorney shall not terminate on disability or incapacity of the principal, MARLENE FERGUSON MELLO;

(8) this Durable General Power of Attorney shall continue in full force and effect until revoked by an instrument in writing, executed and acknowledged by the undersigned. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation of this Power of Attorney;

(9) I authorize the Attorney-in-Fact or agent to indemnify and hold harmless any third party who accepts and acts under the power of attorney;

This Power of Attorney shall take effect immediately and is not affected by my subsequent disability or incapacity, and shall remain in effect and may be relied upon fully unless hereafter revoked by an instrument signed by me. It shall be filed for record in Maverick County, Texas, and any subsequent revocation shall also be filed for record in said County.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 22nd day of April, 2015.


MARLENE FERGUSON MELLO

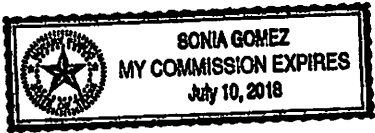
STATE OF TEXAS §
 §
COUNTY OF MAVERICK §

Before me, the undersigned authority, on this day personally appeared MARLENE

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FERGUSON MELLO, who states that she is executing this General Power of Attorney for the purposes and consideration therein expressed.

Acknowledged before me by MARLENE FERGUSON MELLO on this 22nd day of April, 2015.





Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

LAW OFFICE OF JAD P HARPER, PLLC
2149 Del Rio Blvd, Suite 201A
Eagle Pass, TX 78852

AFTER RECORDING, RETURN TO:

SONYA MELLO
1280 Kennor Drive
Eagle Pass, TX 78852
830-776-0217

Doc #: 186144
Book: 1512
Pages: 234 - 241

Filed & Recorded:
04/22/2015 01:50PM
SARA MONTEMAYOR
COUNTY CLERK
MAVERICK

Recording Fee - Land Recs	\$29.00
Records Management	\$10.00
Records Preservation Fund	\$10.00
Courthouse Security Fee	\$3.00

Leticia Cazares, Deputy

STATE OF TEXAS,
COUNTY OF MAVERICK
I hereby certify that this instrument
was filed on the date and time stamped
thereon by me and was duly recorded in
the OFFICIAL PUBLIC RECORDS of
Maverick County, Texas.

Any provisions herein which restricts
the sale, rental, or use of the described
real property because of color or race
is invalid and unenforceable under
federal law.

SARA MONTEMAYOR
COUNTY CLERK MAVERICK COUNTY, TEXAS



A handwritten signature in black ink, appearing to read "Sara Montemayor", is written over a horizontal line.