# stewart title

### COMMITMENT FOR TITLE INSURANCE

ISSUED BY STEWART TITLE GUARANTY COMPANY

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

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

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

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

Countersigned by:

Authorized Countersignature

Brenham Abstract & Title Company

Company Name

Brenham, TX

City, State



Frederick H. Eppinger President and CEO

> David Hisey Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

#### CONDITIONS AND STIPULATIONS

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

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

# STEWART TITLE GUARANTY COMPANY

#### IMPORTANT INFORMATION

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELE-PHONE NUMBER

1-800-729-1902

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

1-800-252-3439

to obtain information on:

- filing a complaint against an insurance company or agent,
- whether an insurance company or agent is licensed.
- complaints received against an insurance company or agent.
- 4. policyholder rights, and
- a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE P.O. BOX 149104 AUSTIN, TEXAS 78714-9104 FAX NO. (512) 490-1007

#### AVISO IMPORTANTE

PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

- como someter una queja en contra de una compania de seguros o agente de seguros,
- si una compania de seguros o agente de seguros tiene licencia,
- quejas recibidas en contra de una compania de seguros o agente de seguros,
- 4. los derechos del asegurado, y
- una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS P.O. BOX 149104 AUSTIN, TEXAS 78714-9104 FAX NO. (512) 490-1007

# TEXAS TITLE INSURANCE IINFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the
- CONDITIONS are additional provisions that qualify or limit your coverage, Conditions include your responsibilities and those of the Company.
   They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

#### ISSUED BY

#### STEWART TITLE GUARANTY COMPANY

#### SCHEDULE A

Effective Date: August 9, 2022, 8:00AM

GF No. 20220807

Commitment No. 20220807, issued August 15, 2022, 10:05 AM

- The policy or policies to be issued are:
  - OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
     (Not applicable for improved one-to-four family residential real estate)

     Policy Amount:
     PROPOSED INSURED:
  - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R) Policy Amount: PROPOSED INSURED:
  - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
    Policy Amount:
    PROPOSED INSURED:
    Proposed Borrower:
  - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R) Policy Amount: PROPOSED INSURED: Proposed Borrower:
  - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
    Binder Amount:
    PROPOSED INSURED:
    Proposed Borrower:
  - f. OTHER
    Policy Amount:
    PROPOSED INSURED:
- The interest in the land covered by this Commitment is: Fee Simple
- Record title to the land on the Effective Date appears to be vested in: RICKY ADLER, ROSEANN ADLER CARROLL, DARLENE BOECKER and ANNETTE ADLER
- 4. Legal description of land: All that certain lot or parcel of land, lying and being situated in Washington County, Texas, being part of the A. Harrington League, being part of Lot 11, Block No. 27, of Keys 1st Addition to they City of Brenham Texas, and being further described in Exhibit "A", attached hereto.

Being the same property described in deed dated November 01, 1966, from Brenham Building & Loan Association to Wilbert Adler and Rosemary Adler, recorded in Volume 268, Page 69 of the Deed Records of Washington County, Texas.

Also being the same property referenced in the Affidavit of Heirship filed of record on July 29, 2022, recorded in Volume 1852, Page 644, of the Official Records of Washington County, Texas.

Also being the same property referenced in the Affidavit of Heirship filed of record on July 29, 2022, recorded in Volume 1852, Page 652, of the Official Records of Washington County, Texas.

Note: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area of land is not a representation that such area or quantity is correct, but made only for informational and/or identification purposes and does not override Item No. 2 Schedule B hereof.

# Continuation of Schedule A

Countersigned by:

Authorized Countersignature

Brenham Abstract & Title Company

Company Name

Brenham, TX City, State



Frederick H. Eppinger President and CEO

#### ISSUED BY

#### STEWART TITLE GUARANTY COMPANY

#### SCHEDULE B

#### **EXCEPTIONS FROM COVERAGE**

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

 The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

#### DELETED

- Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any
  overlapping of improvements. Upon Company's receipt, review and approval of a current land title survey,
  and payment of any promulgated premium, this item can be amended to read in its entirety 'shortages in
  area'."
- Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
- Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that
    area or easement along and across that area.

(Applies to the Owner's Policy only.)

- Standby fees, taxes and assessments by any taxing authority for the year 2022, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2022 and subsequent years.")
- The terms and conditions of the documents creating your interest in the land.
- 7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner, (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
- Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage, (Applies to Loan Policy (T-2) only.)
- The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

- 10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a. THOSE CREATED AT CLOSING.
  - b. RIGHTS OF PARTIES IN POSSESSION. (Owner's Title Policy Only)
  - Easements and/or claims of easements, if any, which are not recorded in the public records of subject property's county.
  - d. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
  - e. The tax certificate furnished by the taxing authorities is issued on real property only. It does not include taxes on the mineral estate and/or personal property, therefore, no liability is assumed hereunder for the payment of said taxes on the mineral estate and/or personal property.
  - f. Rights of the public to area of property located within the public road/roadway.
  - g. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: Upon receipt of a survey acceptable to the Company, this exception will be deleted. Title Company reserves the right to add additional exceptions per its examination of said survey.)
  - Any and all restrictions, covenants, zoning laws, regulations and ordinances of municipal and/or other governmental authorities relating to the subject property.
  - i. Oil, Gas and Mineral Lease to M. B. Rhodes, dated October 04, 1968, recorded in Volume 283, Page 511, of the Deed Records of Washington County, Texas, together with all terms, conditions and stipulations contained therein. Title to said Lease has not been investigated subsequent to the date thereof. The policy does not insure against loss sustained by the owner of the surface of said property through the exercise of the right of ingress and egress and/or any other right incident to the ownership of said mineral estate. As to this exception only, paragraph 4d of the T-19 will hereby be deleted if said endorsement is requested.

#### ISSUED BY

#### STEWART TITLE GUARANTY COMPANY

#### SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

- Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
- Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A.
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property.
  - there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
- You must pay the seller or borrower the agreed amount for your property or interest.
- Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the
  effective date of this Commitment.

Countersigned by:	SE GUARAN	1011
Authorized Countersignature	1908 1908	fulty
Brenham Abstract & Title Company		Frederick H. Eppinger President and CEO
Company Name	TEXAS E	0
Brenham, TX	***	VFD 11
City, State		Out /
		David Hisey

# SCHEDULE D

GF No. 20220807

Effective Date: August 9, 2022, 8:00AM

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this
Commitment

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2017:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

- A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O' Brian and Mary P. Thomas
- A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President, David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer, Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer, Ann Manal, Chief Human Resources Officer; Steve M. Lessack, Group President Direct Operations; Tara S. Smith, Group President Agency Services; John Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President Regional Underwriting Counsel Southwestern, Senior Underwriting Counsel
- The following disclosures are made by the Title Insurance Agent issuing this commitment: Brenham Abstract & Title Company
  - (a) A listing of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the

Title Insurance Agent that will receive a portion of the premium as follows:

Sally M Jones, Thomas D. Blalock, Jr., L.J. Lacina, Jr., VJM4, LLC and Catherine Kenjura

(b) A listing of each shareholder, owner, partner, or other person having, owning, or controlling ten percent (10%) or more of

an entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the

premium are as follows.

(c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President,

the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

Marshall A. Harrell, III, President, L.J. Lacina, Jr., Vice President, Leslie Harrell, Treasurer, Catherine Kenjura, Secretary

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

# Continuation of Schedule D

GF No. 20220807

Owner's Policy	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	-
Total	\$0.00

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

Amount

To Whom

For Services

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

# COMMITMENT FOR TITLE INSURANCE (Form T-7)

#### **TEXAS TITLE INSURANCE INFORMATION**

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance.
   Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your
  responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the
  Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 979-830-0980 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

# **DELETION OF ARBITRATION PROVISION**

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE	DATE

#### STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

#### WHAT DO/DOES THE BRENHAM ABSTRACT & TITLE COMPANY DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Brenham Abstract & Title Company and its affiliates ("N/A"), pursuant to Title V of the Gramm-Leach-Billey Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as , need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

#### Do we share? Can you limit this sharing? Reasons we can share your personal information For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer Yes No accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations. For our marketing purposes— to offer our products and services to you. Yes No For joint marketing with other financial companies We don't share No For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common Yes No ownership or control. They can be financial and nonfinancial companies. For our affiliates' everyday business purposes- information about your We don't share No creditworthiness For our affiliates to market to you Yes No For nonaffiliates to market to you. Nonaffiliates are companies not related by We don't share No common ownership or control. They can be financial and nonfinancial companies.

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.

# **Sharing Practices**

How often do/does Brenham Abstract & Title Company notify me about their practices? How do/does Brenham Abstract & Title Company protect my personal information?

How do/does Brenham Abstract & Title Company collect my personal information? We must notify you about our sharing practices when you request a transaction.

To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer file, and building safeguards.

We collect your personal information, for example, when you

- request insurance-related services
- · provide such information to us

We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.

Although federal and state law give you the right to limit sharing (e.g., opt out) in certain circumstances, we do not share your personal information in those instances.

Contact Us

What sharing can I limit?

If you have any questions about this privacy notice, please contact us at: Brenham Abstract & Title Company, 205 N. Market St., Brenham, TX 77833

# STG Privacy Notice Stewart Title Companies

# WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you, Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

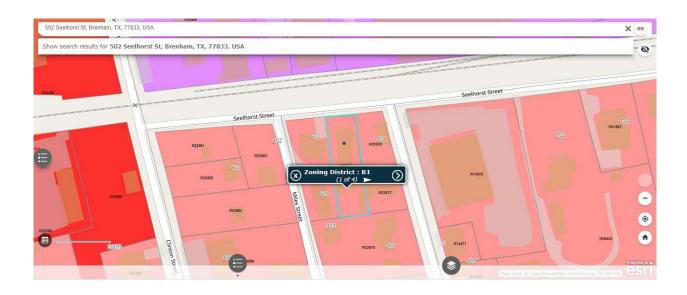
We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.

# SHARING PRACTICES

HARING PRACTICES	
How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you  request insurance-related services  provide such information to us  We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 20220807



# Sec. 3. B-1 Local Business/Residential Mixed Use District

(Sec. 3.01) Purpose. The B-1 Local Business/Residential Mixed Use District is established as a medium density, mixed use district in order to provide convenient locations for neighborhood shopping and for affordable moderate density multifamily housing with easy access to transportation routes and neighborhood shopping. To ensure compatibility of diverse uses within the district, development shall conform to applicable performance standards as set forth in this chapter, part II, division 1.

# (Sec. 3.02) Permitted uses:

# (Residential uses)

- (1) Accessory dwelling units.
- (2) Any permitted use in R-2.
- (3) Bed and breakfast house.
- (4) Boarding and lodging houses.
- (5) Multifamily development, including dormitories for students and fraternity or sorority houses on a development site of two (2) acres or more.

# (Nonresidential uses)

- (1) Amusement, entertainment and fitness facilities, including bowling alleys, cinemas, health clubs, outdoor amusement, pool halls and private swim, tennis or similar clubs.
- (2) Automobile parts sales, new or rebuilt (over the counter).

- (3) Automobile parking lots (commercial).
- (4) Bakeries, retail sales only.
- (5) Banks, thrifts and similar financial institutions.
- (6) Bowling alleys, and other similar places of entertainment or amusement.
- (7) Churches and other institutions of a religious, educational, charitable or philanthropic nature, but not a penal or mental institution.
- (8) Cinemas and theaters for the performing arts.
- (9) Clinics limited to outpatient care.
- (10) Dancing or music academies.
- (11) Florist shops or greenhouses.
- (12) Frozen food lockers, for individual or family use.
- (13) Hotels and motels.
- (14) Laundries, self-service.
- (15) Mortuaries.
- (16) Pet shops, retail.
- (17) Offices and office buildings, including, but not limited to, medical offices and office buildings.
- (18) Personal service uses including barbershops, beauty parlors, photographic or artist studios, messengers, taxicabs, newspaper or telegraphic service stations, dry cleaning and pressing, dressmaking, tailoring, shoe repairing, repair of household appliances, bicycles and lawnmowers, catering, restaurants, and other personal service uses of a similar character.
- (19) Retail stores, general sales and service, and other local business uses supplying the everyday shopping needs of immediate neighborhood and subject to the following conditions:
  - (a) That it be conducted wholly within an enclosed building.
  - (b) That required yards not be used for display, sale or storage of merchandise, except as provided by specific use permit in the B-1 District.
  - (c) That required yards not be used for the storage of vehicles, equipment, containers or waste material.

- (d) That all merchandise be sold on or from the premises to retail customers.
- (20) Restaurants and cafeterias with or without drive-through or drive-in service.
- (21) Shopping centers less than three (3) acres.
- (22) Public facility entry monument sign as provided in Chapter 21, Signs, of the Code of Ordinances, City of Brenham, Texas.
- (23) Upholstering shops, not involving furniture manufacturing.
- (24) Accessory buildings and uses customarily incident to any of the above uses, provided that such uses meet applicable performance standards as set forth in <u>part II</u>, <u>division 1</u> of this ordinance.

# (Sec. 3.03) Specific uses:

- (1) Automobile service stations, including quick-lubes and windshield repair shops.
- (2) Automobile (car) wash.
- (3) Automobile detail shop.
- (4) Any extension or enlargement of floor area occupied by a legally existing nonconforming use, provided that said enlargement does not include an increase in the land area that is occupied at the time of the effective date of this ordinance.
- (5) Educational institutions (private):
  - (a) Licensed kindergartens/nursery schools.
  - (b) Accredited elementary and secondary schools.
  - (c) Colleges and universities.
  - (d) Business and trade schools.
- (6) Food truck park.
- (7) Hospitals, acute or chronic care or nursing and convalescent homes or medical clinics and assisted living facilities.
- (8) Open (outdoor) display or storage of retail merchandise as an accessory use to uses permitted in the B-1 District.
- (9) Private clubs on a site of three (3) acres or more.
- (10) Radio broadcasting towers and stations.

- (11) Retirement villages with site areas of two (2) acres or more.
- (12) Shopping centers, retail stores, general sales and services on a site of three (3) acres or more.

# (Sec. 3.04) Height regulations:

- (1) No building shall exceed forty-five (45) feet or three (3) stories in height.
- (2) Broadcasting and communication towers shall be limited to one hundred fifty (150) feet in height.

# (Sec. 3.05) Area regulations:

# (1) Residential uses:

- (a) Size of yards: Same as district "R-2."
- (b) Size of lots: Same as "R-2."

#### (2) Nonresidential uses:

### (a) Size of yards:

- (i) <u>Front yards</u>: There shall be a front yard having a minimum depth of twenty-five (25) feet.
- (ii) <u>Side yard</u>: A side yard of not less than fifteen (15) feet in width shall be provided on the side of a lot adjoining a side street. Otherwise, no side yard is required, except as required for bufferyards.
- (iii) Rear yard: A rear yard of not less than ten (10) feet in depth shall be provided, except as required for buffer yards.

# (b) Size of lot:

- (i) <u>Lot area</u>: No nonresidential building shall be constructed on any lot of less than five thousand (5,000) square feet.
- (ii) <u>Lot width</u>: The width of the lot shall not be less than fifty (50) feet at the front building line nor shall its average width be less than fifty (50) feet.
- (iii) <u>Lot depth</u>: The average depth of the lot shall not be less than one hundred (100) feet.
- (iv) <u>Legally existing nonconforming lots</u>: Where lots having less area, width, and/or depth than herein required existed in separate ownership upon the effective date of this ordinance, the above regulations shall not

prohibit the erection of a nonresidential building thereon, provided the applicable setbacks as provided above shall be maintained.

(c) <u>Lot coverage</u>: In no case shall more than eighty (80) percent of the total lot area be covered by the combined area of the main buildings, and accessory buildings and other impervious surfaces.

(Sec. 3.06) Parking and loading regulations. Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in <u>part II</u>, <u>division 1</u>, <u>section 15</u> and <u>section 16</u> of this ordinance.

(Sec. 3.07) Screening and fencing regulations. As provided in <u>part II</u>, <u>division 1</u>, <u>section 12</u> and <u>section 13</u> of this ordinance.(Ordinance adopted 10/3/96, sec. 3; Ordinance adopted 4/17/97, sec. 2; Ordinance O-19-012, sec. 9, adopted 3/7/19; Ordinance O-19-018, sec. 1, adopted 6/20/19; Ordinance O-21-018, sec. 2, adopted 9/2/21; Ordinance O-21-030 adopted 11/4/21)

perty Owner 3575 ADLER, J. C. & ROSEMARY 502	perty Address SEELHORST S	ST, BRENHA	AM, TX 77	Tax Year 833 2022 <b>▼</b>	2022 Asse \$100,3	ssed Value 50
2022 GENERAL INFORMATION				2022 VALUE INFO	ORMATION	N
Property Status <b>Active</b>				Improvement Hom	esite Value	\$72,140
Property Type <b>Real</b>				Improvement Nor		\$0
Legal Description KEYS 1ST , BLOCK 27, LOT	11C				Value	40
Neighborhood N43 - Seelhorst Account 3501-027-11300				Total Improvem	ent Market Value	\$72,140
Map Number -				Land Hom	esite Value	\$28,210
2022 OWNER INFORMATION				Land Non-Hom	esite Va <b>l</b> ue	\$0
Owner Name ADLER, J. C. & ROSEMAR	ťΥ			Land Agricultural Ma	arket Va <b>l</b> ue	\$0
Owner ID				Total Land Ma		\$28,210
Exemptions						+=0,=.0
Percent Ownership 100%				Total Ma	arket Value	\$100,350
Mailing Address 502 SEELHORST ST BREN	NHAM, TX 77833-	4239		Agric	ultural Use	\$0
Agent -				1	Timber Use	\$0
				Total Appra		\$100,350
					d Cap Loss	-\$0
					ssed Value	
2022 ENTITIES & EXEMPTIONS						
TAXING ENTITY EXEMPTIO	ONS EXEMP	TIONS AMOU		TAXABLE VALUE	TAX CEILIN	IG
CO1- City Of Brenham			\$0	\$100,350	0	
CAD- Appraisal District			\$0 \$0	\$100,350	0	
G01- Washington County  JC1- Blinn College			\$0	\$100,350 \$100,350	0	
RD1- Washington Co Fm			\$0	\$100,350	0	
S01- Brenham ISD			\$0	\$100,350	0	
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Residential	A - Single Family Residence	Yes	\$28,210	\$0	\$0	8,600 Sq. ft	
TOTALS						8,600 Sq. ft / 0.197429 acres	

#### **VALUE HISTORY**

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	APPRAISED	HS CAP LOSS	ASSESSED
2021	\$70,970	\$10,060	\$81,030	\$0	\$0	\$81,030	\$11,675	\$69,355
2020	\$52,990	\$10,060	\$63,050	\$0	\$0	\$63,050	\$0	\$63,050
2019	\$53,060	\$10,060	\$63,120	\$0	\$0	\$63,120	\$0	\$63,120
2018	\$50,520	\$10,060	\$60,580	\$0	\$0	\$60,580	\$421	\$60,159
2017	\$44,630	\$10,060	\$54,690	\$0	\$0	\$54,690	\$0	\$54,690

#### **SALES HISTORY**

DEED DATE	SELLER	BUYER	INSTR#	VOLUME/PAGE
11/1/1966	ADLER, J. C. & ROSEMARY	ADLER, J. C. & ROSEMARY	-	268/69
4/27/1987	ADLER, WILBERT O & WIFE	ADLER, J. C. & ROSEMARY	PER ADLER	
11/1/1966	*	ADLER, WILBERT O & WIFE	-	268/69

#### DISCLAIME

Every effort has been made to offer the most current and correct and correct and correct to change without notice. The Washington County Appraisal District makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. The Washington County Appraisal District reserves the right to make changes at any time without notice. Original records may differ from the information on these pages. Verification of information on source documents is recommended. By using this application, you assume all risks arising out of or associated with access to these pages, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application. The Washington County Appraisal District shall not be liable for any damages whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omissions, deletions, errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information.



# Washington County Appraisal District

G Select Language ▼

aps downloads forms / guidelines protest tax rate information 🗸 💻 general information 🤊

Property Search

Enter any combination of name, address, or property identifier

Q

# TAX ESTIMATOR

This property tax estimator is provided as a convenience to taxpayers and potential tax payers within the county.

Currently the Taxing Unit 'RD1' for the Washington County Road & Bridge Fund is not included in this estimate. We are working to get this issue resolved.

Please call our office for Washington County F-M Fund estimates.

#### **SEARCH FOR A PROPERTY**

R23575 - ADLER, J. C. & ROSEMARY - 502 SEELHORST ST, BRENHAM, TX 77833

Property value and taxing units have been filled below, and can be edited.

#### SPECIFY PROPERTY VALUE

ESTIMATED 2022 PROPERTY VALUE

CUSTOM PROPERTY VALUE

# 0

#### **DETERMINE TAXING UNITS**

COUNTY		SPECIAL DISTRICT 1	SPECIAL DISTRICT 4			
G01 : Washington County	~	JC1 : Blinn College	Select Taxing Unit	~		
SCHOOL DISTRICT		SPECIAL DISTRICT 2		SPECIAL DISTRICT 5		
S01 : Brenham ISD	~	CAD : Appraisal District		Select Taxing Unit	~	
CITY		SPECIAL DISTRICT 3		SPECIAL DISTRICT 6		
C01 : City Of Brenham	~	Select Taxing Unit 🗸		Select Taxing Unit	~	

#### **SELECT EXEMPTIONS**

(NOTE: Exemptions are not auto-populated and are reset upon search.)

HOMESTEAD DISABI ED VETERAN ○Yes O Not Applicable

O Level 1 - (10%-29%, \$5000)

O Level 2 - (30%-49%, \$7500)

OVER 65 OR DISABLED O Level 3 - (50%-69%, \$10000) O Not Applicable O Level 4 - (70%-100%, \$12000) Over 65

Opisabled

Calculate

2022 Total Rate

**Total Estimated Taxes** 

1.93%

\$1,934.85

TAXING UNIT	PROPERTY VALUE	EXEMPTIONS	NET TAXABLE	2022 TAX RATE	ESTIMATED TAX
Brenham ISD - S01	\$100,350	\$0	\$100,350	0.9884%	\$991.86
City Of Brenham - C01	\$100,350	\$0	\$100,350	0.494%	\$495.73
Washington County - G01	\$100,350	\$0	\$100,350	0.3944%	\$395.78
Blinn College - JC1	\$100,350	\$0	\$100,350	0.0513%	\$51.48
Appraisal District - CAD	\$100,350	\$0	\$100,350	0%	\$0.00

Every effort has been made to offer the most current and correct information possible on these pages. The information included on these pages has been compiled by staff from a variety of sources, and is subject to change without notice. The Washington County Appraisal District makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. The Washington County Appraisal District reserves the right to make changes at any time without notice. Original records may differ from the information on these pages. Verification of information on source

documents is recommended. By using this application, you assume all risks arising out of or associated with access to these pages, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application. The Washington County Appraisal District shall not be liable for any damages whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omissions, deletions, errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information.