

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2242295	Effective Date: January 28, 2024 at 8:00AM
CLOSER: Sharon Bristow	Issued: February 12, 2024 11:38AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$
PROPOSED INSURED:
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED: TBD TBD
- 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: TBD TBD
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- f. OTHER:
Policy Amount: \$
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

Henry L. Murray

4. Legal description of land:

See Exhibit "A" Attached Hereto

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

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Tract I: 7.625 Acres of Land being a portion of a 9.625 Acre Tract of Land (Volume 1571, Page 602; Official Records of Fort Bend County, Texas) being the remainder of the original D.C. Dickson call 1.0 Acre Tract (Volume 133, Page 637; Deed Records of Fort Bend County, Texas) and a call 9.0 Acre Tract (Volume 285, Page 389; Deed Records of Fort Bend County, Texas) being the remainder of the original James Wilson call 25 Acre Tract (Volume 47, Page 25; Deed Records of Fort Bend County, Texas) being in the William Pettus Survey, Abstract No. 68, Fort Bend County, Texas

NOTE: THIS DESCRIPTION IS PRELIMINARY ONLY AND IS NOT TO BE USED FOR INSURING PURPOSES. SEE REQUIREMENT ON SCHEDULE C.

Tract II: A FIELD NOTE DESCRIPTION of 0.674 Acres of Land being in the William Pettus Survey, Abstract No. 68, Fort Bend County, Texas.

FOR CONNECTION, begin at an iron pipe found by corner post in the West right-of-way line of the I. & G.N. Railroad (100 foot wide right-of-way) with the intersection of the South line of the William Hall Survey, Abstract No. 31 and the North line of the William Pettus Survey, Abstract No. 68; said corner being the Northeast corner of the original James Wilson Call 25 Acre Tract (Volume 47, Page 25; Deed Records of Fort Bend County, Texas) and being the Northeast corner of the George Linnenberg, et al. Call 15 Acre Tract (Volume 576, Page 320; Deed Records of Fort Bend County, Texas);

THENCE; South 05° 20' 20" West - 1041.67 feet along a fence line marking the West right-of-way line of said I. & G.N. Railroad and along a line 50 feet perpendicular distance West of and parallel to the centerline of said railroad tracks to a point for the most Easterly Northeast corner of and PLACE OF BEGINNING for this 0.674 Acre Tract; said corner being the Southeast corner of said Call 25 Acre Tract and the Southeast corner of a 9.625 Acre Tract;

THENCE; South 05° 20' 20" West - 13.52 feet along the West right-of-way line of the I. & G.N. Railroad (100 feet wide) and along a line 50 feet perpendicular distance West of and parallel to the centerline of said railroad tracks to an iron pipe set for the Southeast corner of this 0.674 Acre Tract;

THENCE; South 88° 58' 45" West, at 3.5 feet pass a corner post found, in all 1049.50 feet generally along an old crooked fence line to an iron pipe set for the Southwest corner of this 0.674 Acre Tract;

THENCE; North 03° 37' 41" East, at 2.0 feet pass a corner post found, in all 431.96 feet along an old fence line to an iron pipe set by corner post found for the Northwest corner of this tract;

THENCE; North 89° 35' 30" East - 18.82 feet along a fence line marking the South line of the George Linnenberg, et al. Call 15 Acre Tract to a point for corner;

THENCE South 05° 20' 20" West - 400.15 feet along the West line of said Call 25 Acre Tract and the West line of a 9.625 Acre Tract to a point for corner; said corner being the Southwest corner of said Call 25.0 Acre Tract;

THENCE South 89° 57' 50" East - 1041.67 feet along the South line of said Call 25.0 Acre Tract to the PLACE OF BEGINNING of and containing 0.674 Acres of Land.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description(s) of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

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EXCEPTIONS FROM COVERAGE

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

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2024 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 2024 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

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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) Rights of parties in possession. (Owner Title Policy only)
 - b) Affidavit recorded in/under Clerk's File No. [2009066961](#) of the Official Public Records of Fort Bend County, Texas, giving notice of on-site sewage facilities located on the subject property and the terms and conditions pertaining thereto.
 - c) Right-of-way easement in favor of Sugar Land Railway Company as set forth in instrument recorded in/under [Volume 62, page 578](#) of the Deed Records of Fort Bend County, Texas.
 - d) A 1/2 royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in/under Volume 285, Page 389 of the Deed Records of Fort Bend County, Texas. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
 - e) Oil, gas and mineral lease dated July 1, 1953, recorded in/under Volume 313, Page 579 of the Deed Records of Fort Bend County, Texas. (Title to said lease not checked subsequent to its date of execution.)
 - f) Oil, gas and mineral lease dated June 30, 1953, recorded in/under Volume 313, Page 582 of the Deed Records of Fort Bend County, Texas. (Title to said lease not checked subsequent to its date of execution.)
 - g) Rights of tenants, and assigns, as tenants only, under currently effective lease agreements.
 - h) 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 interests that are not listed.
 - i) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, 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 the geothermal energy and associated resources below the surface of the land that are not listed.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - 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,
 - 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 materialman's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. FOR INFORMATION ONLY: The vesting on Schedule A as per document recorded in/under [Volume 1571, Page 602](#) and [Volume 1571, Page 606](#) of the Deed Records of Fort Bend County, Texas.
7. We find no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest claim in the subject property.
8. Company is to be furnished with an acceptable survey, and upon receipt and review of said survey, additional requirements and/or exceptions may be made.
9. Note: We have not been provided a Purchase Agreement/ Contract of Sale in relation to the subject property. Title herein is based on those documents filed of record up to the current effective date. Once the Purchase Agreement/ Contract of Sale is provided to the Examination Department an updated commitment will be issued. Pending further information, we reserve the right to amend and/or modify this commitment or make additional requirements.
10. The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your Policy can insure you against loss because of non-excepted discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements if you pay an additional five percent (5%) premium of the Basic Rate for your T1-R Residential Owner's Policy of Title Insurance for the coverage, and we are provided with a satisfactory survey, pursuant to Procedural Rule P-2.

Additionally, enhanced coverage via the Restrictions, Encroachments, Minerals Endorsement – Owner's Policy (T-19.1) is available for an additional five percent (5%) of the basic premium of the T1-R Residential Owner's Policy of Title Insurance. If you obtain this endorsement alone and do not purchase the survey coverage mentioned above, the charge is an additional ten percent (10%) of the basic premium. Where underwriting guidelines are met, this

COMMITMENT FOR TITLE INSURANCE SCHEDULE C

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endorsement provides express coverage for damage to improvements (excluding lawns, shrubbery, or trees) located on the land as a result of the future exercise of any existing right to use the surface of the land for extraction or development of minerals by the owners of a mineral interest. In addition, The T-19.1 further provides protection against the enforcement of any reversionary rights in or existing violations of restrictive covenants, and existing encroachments that are not excepted to in Schedule B.

YOUR RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE WILL CONTAIN THESE ENHANCED COVERAGES AND YOU WILL BE CHARGED THE ADDITIONAL PREMIUM FOR EACH UNLESS YOUR CONTRACT PROVIDES OTHERWISE, OR ON OR BEFORE THE DATE OF CLOSING YOU ADVISE THE COMPANY IN WRITING THAT YOU REJECT THIS COVERAGE.

COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2242295

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 **January 1, 2024**:

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'Brien and Mary P. Thomas.

A-3. The designated officers 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, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Frederick H. Eppinger	Chairman, Chief Executive Officer and President
David C. Hisey	Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea	Executive Vice President, Chief Legal Officer
Julie Warnock	Secretary, Assistant Treasurer
Scott Gray	Treasurer, Assistant Secretary

C-1. 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:

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 Stewart Title Guaranty 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 Service
\$ (or %)		
\$ (or %)		
\$ (or %)		

"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."

T-7 Commitment Schedule D Revised 1/1/2022



DISCLOSURE REGARDING FUNDS FOR CLOSING **(to be provided with or within the Commitment for Title Insurance)**

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.