

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **January 13, 2023, 8:00 am**

GF No. **2207901-DRP**

Commitment No. _____, issued **February 15, 2023, 8:00 am**

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED: **tbd**
- 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:

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:

Arthur J. Orbin and Christine A. Orbin

4. Legal description of land:

Lots 9A and 9B, RESUBDIVISION PLAT OF LOT 9, INDIAN HILLS RANCH, according to the map or plat thereof, recorded in Document No. 23001317, Plat Records, Hays County, Texas.

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:

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

[Schedule B Documents Click Here](#)

Volume 6, Page 339, Document No. 23001317, Plat Records; Volume 1156, Page 383, Volume 1190, Page 862, Volume 1411, Page 222, Official Public Records, Hays County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **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 ____ 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).

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 Policy)

b. Deleted

c. Terms, conditions, provisions, easements, building setback lines, restrictions, reservations and other matters:

Recorded: Volume 1156, Page 383, Official Public Records, Hays County, Texas.

d. Maintenance charges and/or assessments secured by a lien as set out in instrument(s) recorded in Volume 1156, Page 383, Official Public Records, Hays County, Texas, as amended, supplemented, re-filed or re-stated. Said lien for charges and assessments is subordinate to (i) tax liens, (ii) all sums unpaid on any obligations evidencing sums owing or borrowed for the purchase of such Lot and secured by a valid and enforceable Mortgage covering the subject Lot, provided that the lien of any such Mortgage shall be superior to the lien created therein only with respect to Assessments becoming due after the date the subject Mortgage was recorded in the Real Property Records of Hays County, Texas, and (iii) all sums unpaid on any obligations incurred or borrowed for the improvement of such Lot and secured by a valid and enforceable Mortgage covering the subject Lot, provided that the lien of any such Mortgage shall be superior to the lien created therein only with respect to Assessments becoming due after the date the subject Mortgage was recorded in the Real property Records of Hays County, Texas, as set out therein.

e. Easement as shown on the plat and dedication set out in Schedule A hereof:

**Purpose: public utilities
Location: 25' along the front property line of both lots**

f. Easement as shown on the plat and dedication set out in Schedule A hereof:

**Purpose: public utilities
Location: 10' along both side property lines of both lots**

g. Easement as shown on the plat and dedication set out in Schedule A hereof:

**Purpose: 100-year flood plain drainage easement
Location: 60' traversing the southerly portion of both lots**

h. Building setback lines as set forth on the recorded plat and dedication set out in Schedule A hereof.

i. Any and all easements, building lines and conditions, covenants and restrictions as set forth in plat recorded in Volume 6, Page 339, Plat Records, Hays County, Texas.

j. Terms, Conditions, and Stipulations in Cash Pasture Lease Agreement (Original Grazing Lease)

as evidenced in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Hills Ranch:

Recorded: Volume 1411, Page 222, Official Public Records, Hays County, Texas.

Lessor: Farm Credit Bank of Texas

Lessee: Kyle Parker

(including; but not limited to any and all rights, restrictions or other matters that may be included in the unrecorded lease agreement.)

- k. All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, 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.
- l. The Company shall have no liability for, nor responsibility to defend, any part of the property described herein against:
 - (1) All right, title or claim of any character by the United States, State of Texas, local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary high water mark, or between the cut banks of a stream navigable in fact or in law.
 - (2) Right of riparian water rights owners to the use and flow of the water.
 - (3) The consequence of any past or future change in the location of the bed.(Loan Policy)

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:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **We find no outstanding liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in subject property.**
6. **Company requires the marital status of Arthur J. Orbin and Christine A. Orbin, from the date of acquisition to the present time. If married, company requires either (i) the spouse to join in current transaction; or (ii) an affidavit from the spouse of the owner disclaiming the property as part of any residential or business homestead, confirming he/she does not reside on the property, and stating the property is under the sole management and control of the record owner.**
7. **Please furnish the names of the parties to be insured herein. Upon receipt of said names, additional requirements may be made.**
8. **Company requires payment in full of any and all assessments due and payable to the prevailing homeowners or maintenance association. (Note to Closer: If the proposed lender is requesting the T-19 Restrictions, Encroachments and Minerals Endorsement, please review the Schedule B assessment lien exception to confirm the lien securing HOA assessments is subordinate to the mortgage to be insured herein, and if not subordinate OBTAIN A SUBORDINATION)**
9. **Payment of any and all ad valorem taxes which may be due and payable on the subject property.**
10. **Company requires Owner, Seller and/or Borrower to complete an Affidavit of Debts and Liens prior to the issuance of the Title Insurance Policy.**

11. Company must be furnished with a properly executed Waiver of Inspection signed by the Purchaser.
12. Good Funds in an amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursements prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks. Company reserves the right to require wired transfer of funds in accordance with Procedural Rule P-27 where immediate disbursement is requested.
13. **ARBITRATION:** The Owner Policy of Title Insurance (Form T-1) and the Loan Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the Insured or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If the insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company. {The Arbitration Provision may not be deleted on the Texas Residential Owner Policy of Title Insurance (Form T-1R).}
14. **NOTICE:** Title Company is unwilling to issue the Title Policy without the general mineral exception(s) set out in Schedule B hereof pursuant to Procedural Rule P-5.1. Optional endorsements (T19.2 and T19.3) insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase upon request of the Proposed Insured. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. The promulgated cost for said endorsement is \$50 per policy.
15. **NOTICE:** Pursuant to Procedural Rule P-71, Company may, upon request and if a licensed Agent in the County, issue a T-53 Texas Residential Limited Coverage Chain of Title Policy covering a period of 60 months, showing the following documents filed in the Official Public Records: None.
16. **ADVISORY NOTICE:** Company has approved the land title survey dated 3/16/2022, prepared by Kyle Smith, R.P.L.S. No. 5307. Upon request, and payment of any promulgated premium, Item No. 2 of Schedule "B" may be amended on the Title Policy to read: "shortages in area". If the survey being used is not current, Company must obtain an acceptable T.47 Real Property Affidavit to confirm that no improvements or changes have been made to the subject property since the certification date shown on the survey. Please note, the survey plat provided may not reflect or locate each of the dedicated easements or building lines set out as specific exceptions or contained in restrictive covenants set out on Schedule B. Proposed insured Buyer and/or Lender should review prior to closing.

Countersigned
Independence Title

By Mary J. Blum

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **2207901-DRP**

Effective Date: **January 13, 2023, 8:00 am**

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:

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

DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CRAIG R. SMIDDY
DENNIS P. VAN MIEGHEM
RANDE K. YEAGER
STEVEN J. BATEMAN
PETER B. MCNITT
KOVALESKI
HARRINGTON BISCHOF

JOHN M. DIXON
ARNOLD L. STEINER
JIMMY A. DEW
CHARLES F. TITTERTON
GLENN W. REED

STEVE R. WALKER
A. C. ZUCARO
FREDERICKA TAUBITZ
SPENCER LEROY, III
CHARLES J.

OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CAROLYN J. MONROE, President
MARK A. BILBREY, CEO
CURTIS J. HOFFMAN, Executive Vice President
DANA C. SOLMS, Executive Vice President
DANIEL M. WOLD, Executive Vice President, Secretary, General Counsel
Treasurer
GARY J. HORN, Executive Vice President
CHERYL JONES, Executive Vice President
CHRIS G. LIESER, Executive Vice President

RANDE K. YEAGER, Executive Chariman
JEFFERY J. BLUHM, Executive Vice President
MARK M. BUDZINSKI, Executive Vice President
PATRICK A. CONNOR, Executive Vice President
BENEDICT CORBETT, Vice President,
ROGER A. GAIO, Executive Vice President
ROBERT E. ZELLAR, Executive Vice President
MICHAEL B. SKALKA, Executive Vice President

Shareholders owning or controlling, directly or indirectly, ten percent (10%) or more of the shares of Old Republic National Title Insurance Company: Old Republic Title Insurance Companies, Inc.-100%, a wholly owned subsidiary of Old Republic National Title Holding Company, a wholly owned subsidiary of Old Republic Title Insurance Group, Inc., a wholly owned subsidiary of Old Republic International Corporation.

2. The following disclosures are made by the Title Insurance Agent Secured Land Transfers, LLC dba Independence Title issuing this commitment:

- (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.

TRG Maryland Holdings LLC

- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 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.

Title Resource Group LLC

- (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 are as follows:

Scott Storck, President; Donald J. Casey, Chief Executive Officer; Sriram Someshwara, Senior Vice President and Chief Financial Officer; Michael P. Gozdan, Senior Vice President and Secretary; Marilyn J. Wasser, Executive Vice President and Assistant Secretary; Donald W. Evans, Jr., Senior Vice President; Robert Fitzpatrick, Senior Vice President; Lynette K. Gladdis, Senior Vice President and Assistant Secretary; Timothy B. Gustavson, Senior Vice President; Deborah

Higgins, Senior Vice President; Thomas N. Rispoli, Senior Vice President and Assistant Secretary; Seth I. Truwit, Senior Vice President and Assistant Secretary; Walter Patrick Mullen, Senior Vice President; Brian Alan Pitman, Vice President; Jay Fitzgerald, Vice President.

- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive is disclosed in paragraph 3.
- (e) For purposes of this paragraph 2, "having, owning, or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).
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:

Owner's Policy	<u>\$0.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$0.00</u>

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:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

"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."

Old Republic National Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate			
1	2	3	4	5	6	7	8
		1	209				