

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

STEWART TITLE GUARANTY COMPANY

SCHEDULE A

Effective Date: **September 29, 2021, 8:00 am**

GF No. **2141064-LBH**

Commitment No. _____, issued **October 7, 2021, 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:
- 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:

Prairie Pointe Estates, Inc., a Texas corporation

4. Legal description of land:

Lots 1, 2, 3, 4, 5, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, and 67, THE POINT-PHASE ONE, according to the map or plat thereof, recorded in Document No. 202116457, Official Public Records, Burnet 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 and C Documents Click Here](#)

Document No. 201908927 and Document No. 202116457 (Plat) , Official Public Records, Burnet 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 **2021**, 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. **Building lines as set out in Document No. 201908927, Official Public Records, Burnet County, Texas.**

b. Deleted.

c. **Easement:**

**Recorded: Volume 295, Page 536, Deed Records, Burnet County, Texas.
To: Continental Telephone of Texas
Purpose: telephone, telegraph and communication**

d. **Easement:**

**Recorded: Volume 238, Page 490, Deed Records, Burnet County, Texas.
To: City of Bertram
Purpose: sewer line(s)**

e. Deleted.

f. Deleted.

g. Deleted.

h. **Easement:**

**Recorded: Volume 260, Page 579 and Volume 261, Page 597, Deed Records, Burnet County, Texas.
Purpose: 30' wide access road**

i. Deleted.

j. Deleted.

k. Deleted.

l. **Easement as set out in Agreed Judgment:**

Recorded: Document No. 202015397, Official Public Records, Burnet County, Texas.

To: M2E3 LLC
Purpose: right-of-way

- m. **Subject to that one certain Order of April 25, 2000, adopting Burnet County Subdivision And Development Regulations, amended September 25, 2000, recorded in Volume 943, Page 399, Official Public Records, amended June 25, 2001, in Volume 993, Page 620, Official Public Records, further amended January 28, 2002, in Volume 1043, Page 85, amended October 24, 2005, in Volume 1377, Page 722, amended in Clerk's Document Nos. 201100417 and 201100547, Official Public Records, Burnet County, Texas.**
- n. **Inclusion within the Water Conservation District of Central Texas.**
- o. **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.**
- p. **Rights of Parties in Possession. (Owner Policy)**
- q. **Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements.**
(NOTE: This item can be deleted upon receipt of an Affidavit executed by the seller evidencing there are not any outstanding leases or rental agreements. If the Affidavit reveals unrecorded outstanding leases or rental agreements the exception may be modified to make specific exception to those matters.)
- r. **Any visible and apparent easement, either public or private, located on or across the land, the existence of which is not disclosed by the Public Records as herein defined.**
- s. **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.**
- t. **Any and all easements, building lines and conditions, covenants and restrictions as set forth in plat recorded in Document No. 202116457, Official Public Records, Burnet County, Texas.**

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. Vendor's Lien retained in Deed:

Recorded: Document No. 201908927, Official Public Records, Burnet County, Texas
Grantor: Hometown Renovations LLC
Grantee: Prairie Pointe Estates, Inc.
Dated: 8/22/2019

Additionally secured by Deed of Trust, Security Agreement and Financing Statement:

Recorded: Document No. 201908928, Official Public Records, Burnet County, Texas
Grantor: Prairie Pointe Estates, Inc.
Trustee: Anna Ignatenko
Beneficiary: 100 Trinity LLC
Amount: \$122,500.00

6. Deed of Trust, Security Agreement and Financing Statement to secure a Note:

Recorded: Document No. 202015786, Official Public Records, Burnet County, Texas
Grantor: Prairie Pointe Estates Inc.
Trustee: Kari M. Schimpf
Beneficiary: 100 Trinity LLC
Amounts: \$122,500.00 and \$377,500.00
Dated: 11/30/2020

7. Company requires an acceptable Notice to Purchaser be executed regards to the Water Conservation District of Central Texas.

8. Company must be furnished a properly executed Corporate Resolution in recordable form of the Board of Directors of Prairie Pointe Estates, Inc. authorizing the proposed transaction and

establishing the authority of the officers to act on behalf of the corporation. In addition, company requires proof of registration and evidence of good standing in entity's the state or nation of domicile.

9. Company requires current marital status of purchaser(s).
10. Company reserves the right to make additional exceptions and/or requirements upon review of a survey acceptable to underwriting practices of this company, up to and including the issuance of the Policy.
11. Payment of any and all ad valorem taxes which may be due and payable on the subject property.
12. Company requires Owner, Seller and/or Borrower to complete an Affidavit of Debts and Liens prior to the issuance of the Title Insurance Policy.
13. Company must be furnished with a properly executed Waiver of Inspection signed by the Purchaser.
14. 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.
15. **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).}
16. **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.
17. **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. (Loan Policy only)
18. *FOR INFORMATIONAL PURPOSES ONLY:* Company finds the following Deeds filed of record in the Official Public Records, Burnet County, Texas affecting the subject property in the last 24 months: Document Nos. 201606785 and 201908927 (Vesting Deed - Tract I); Volume 721, Page 3 and Document No. 202015785 (Vesting Deed - Tract II).
19. **NOTE:** Documents in this report have been filed subsequent to the certification date of this plant.

Please be aware of the additional risk incurred by the Company and act accordingly. We certify through 9/29/2021 only.

NOTICE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the company to require arbitration if the amount of insurance is \$2,000,000.00, 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. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration provision, please inform us through your Loan Closing Instructions. (APPLIES TO T-1 AND T-2 POLICIES ONLY)

Countersigned
Independence Title

By 

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **2141064-LBH**

Effective Date: **September 29, 2021, 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

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

A-1. Shareholders owning, controlling or holding, either personally or beneficially, 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: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea, and David C. Hisey.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, 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; Dave Fauth, Group President - Direct Operations; Steven M. Lessack, Group President - International Operations; Patrick Beall, Group President; 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.

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>\$328.00</u>
Loan Policy	<u>\$100.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$428.00</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>
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" 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."

Stewart Title Guaranty Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1 \$428.00	2 1200 3210	3 3	4 53	5	6	7	8