



*First American
Title Guaranty Company*

Commitment for Title Insurance (T-7)

ISSUED BY

First American Title Guaranty Company

Commitment

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 **FIRST AMERICAN 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.

First American Title Guaranty Company



Sally French Tyler
President

Lisa W. Cornehl
Secretary

By: _____

Authorized Countersignature

(This Commitment is valid only when Schedules A, B, C, and D are attached)

This jacket was created electronically and constitutes an original document

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 Título 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 enterderlo completamente antes de la fecha para finalizar su transacción.

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 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 1-888-632-1642 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.

CONDITIONS AND STIPULATIONS

1. 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.
2. 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.



First American
Title Guaranty Company

FIRST AMERICAN TITLE GUARANTY COMPANY

Commitment for Title Insurance Form (T-7)

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 parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE



*First American
Title Guaranty Company*

Important Notice

ISSUED BY

First American Title Guaranty Company

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

First American Title Guaranty Company

To get information or file a complaint with your insurance company or HMO:

Call: First American Claims at 1-888-632-1642

Toll-free: 1-888-632-1642

Email: claims.nic@firstam.com

Mail: 1 First American Way, Santa Ana, CA 92707

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC CO-CP, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

First American Title Guaranty Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: First American Claims at 1-888-632-1642

Teléfono gratuito: 1-888-632-1642

Correo electrónico: claims.nic@firstam.com

Dirección postal: 1 First American Way, Santa Ana, CA 92707

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC CO-CP, P.O. Box 12030, Austin, TX 78711-2030



*First American
Title Guaranty Company*

Commitment for Title Insurance (T-7)

ISSUED BY

First American Title Guaranty Company

Schedule A

Effective Date: 01/03/2025 at 8:00 AM

GF No. 2024-158

Commitment No. 2024-158, issued January 24, 2025

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)
Policy 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:
Tracts One and Two: Ronnie Orsak and Lanell M. Orsak
Tract Three: Ronnie W. Orsak and Milda Fenimore
Tracts Four and Five: Ronnie Orsak
Tract Six: Lanelle M. Orsak
Tract Seven: LaNell M. Orsak, Ronnie W. Orsak and Barbara J. Orsak
Tract Eight: Ronnie Orsak
Tract Nine: Ronnie Orsak and LaNell Orsak
Tract Ten: Barbara Johnson Orsak
Tract Eleven: LaNell M. Orsak and Ronnie W. Orsak
Tracts Twelve and Thirteen: Ronnie W. Orsak, Barbara J. Orsak and LaNell M. Orsak

(This Schedule A is valid only if Cover, Schedules B, C and D are attached)

4. Legal Description of Land:

TRACT ONE:

All that certain 8.257 acres of land, more or less in the JOHN BURGESS SURVEY, A-7 in Polk County, Texas, and being the following described Tracts:

Tract One - Part of a 0.16-acre tract conveyed to B.H. Jones by deed dated July 28, 1970, and recorded in Volume 250, Page 179 of the Polk County Deed Records.

Tract Two - All of a called 0.75-acre tract conveyed to B. H. Jones by deed dated September 26, 1973, and recorded in Volume 282, Page 436 of the Polk County Deed Records.

Tract Three - Part of a 4.8-acre tract conveyed to B. H. Jones as Block One in a Partition Deed dated July 9, 1970, and recorded in Volume 250, Page 159 of the Polk County Deed Records.

Tract Four - Part of a 4.8-acre tract conveyed to C. A. Jones, Bill J. Jones and Corry T. Jones by deed dated April 1971 and recorded in Volume 260, Page 29 of the Polk County Deed Records.

Tract Five - Part of a 0.29-acre tract conveyed to Billy Jack Jones, Alvin Jones, and Corry Jones by deed dated September 10, 1975, and recorded in [Volume 320, Page 459](#) of the Polk County Deed Records.

Tract Six - All of a 0.558-acre tract conveyed to Brodie H. Jones as Second Tract by deed dated April 12, 1972, and recorded in Volume 318, Page 624 of the Polk County Deed Records.

Tract Seven - Part of a 35.75-acre tract conveyed to Brodie Jones by deed dated May 23, 1952, and recorded in Volume 155, Page 265 of the Polk County Deed Records.

Tract Eight - All of a lot conveyed to Billy Jack Jones and Corry T. Jones by deed dated April 28, 1995, and recorded in [Volume 969, Page 881](#) of the Polk County Official Records.

Said 8.257 acres being more particularly described as follows:

BEGINNING in the Southwest Right of Way of U.S. Highway No. 190 and in the Northeast line of said 0.16-acre Tract, N 54 deg. 00' 37" W 119.33 feet from the most Easterly corner of said 0.16-acre Tract and being at the intersection of said line with the Southeast Right of Way of a 60.00-foot street;

THENCE with said Right of Way and the Northwest line of said 0.16-acre tract and said 0.75 acre tract S 54 deg. 00' 37" E 380.36 feet to the East corner of said 0.75 acre tract and being in the Northwest line of Block No. 6 of the Partition of the Minnie Andress 16.5 acre tract as recorded in Volume 1, Page 121 of the Polk County Plat Records, found an iron stake for corner;

THENCE with the Southeast line of said 0.75-acre tract and the Northwest line of said Block Six, S 50 deg. 08' 09" W, 94.28 feet to a 2" iron pipe found for the South corner of said 0.75-acre tract and the most Westerly corner of said Block Six and being in the Northeast line of the 4.8-acre tract referred to as the above-mentioned Tract Three;

THENCE with the Southwest line of said Block Six and the Northeast line of said 4.8-acre tract, S 43 deg. 35' 34" E 355.48 feet to the most Southerly corner of said Block Six and being the most Southwestern corner of said 35.75-acre tract, found a 2" angle iron for corner;

THENCE with the Southeast line of said Block Six and the Lines of said 35.75-acre tract, N 08 deg. 23' 06" E, 88.49 feet to a 2" angle iron found for corner and N 68 deg. 03' 23" E, 91.20 feet to a 5/8" iron rod found for corner in the Southwest Right of Way of U.S. Highway No. 190;

THENCE with said Right of Way, S 54 deg. 00' 37" E, 294.93 feet to intersection with the fee taking line of Lake Livingston;

THENCE with said Fee Taking Line as follows:

N 83 deg. 34' 43" W, 18.01 feet;

N 83 deg. 33' 43" W, 115.77 feet, and

S 51 deg. 17' 17" W, 122.30 feet to corner in the Southwest line of said 35.75-acre tract and being the most Northern corner of said 0.558-acre tract and the most Easterly corner of said 4.8-acre tract mentioned as Tract Three;

THENCE with the Northeast line of said 0.558-acre tract, S 43 deg. 35' 39" E, 43.58 feet to the East corner of said 0.558-acre tract in the Fee Taking Line of Lake Livingston;

(This Schedule A is valid only if Cover, Schedules B, C and D are attached)

THENCE with said Fee Taking Line as follows:

S 46 deg. 05' 26" W, 56.92 feet;

S 33 deg. 07' 26" W, 164.29 feet;

S 29 deg. 27' 26" W, 200.30 feet;

N 68 deg. 03' 33" W, 124.18 feet;

N 09 deg. 15' 02" E, 37.95 feet to the most Southerly Northwest corner of said 0.558-acre tract, the Southwest corner of the 4.8-acre tract above mentioned as Tract Three, and the Southeast corner of the 4.8-acre tract above mentioned as Tract Four;

THENCE continuing with said Fee Taking Line and the South line of the Tract Four 4.8-acre tract, N 72 deg. 58' 35" W, 77.54 feet;

THENCE N 33 deg. 08' 51" W, 78.65 feet to the end of a bulkhead;

THENCE along the water line of a canal as follows:

N 14 deg. 38' 50" W, 9.90 feet;

N 03 deg. 57' 19" W, 89.41 feet;

N 18 deg. 00' 11" W, 63.97 feet;

N 11 deg. 39' 06" E, 33.83 feet;

N 32 deg. 30' 10" E, 48.76 feet;

N 17 deg. 30' 35" E, 34.35 feet;

N 03 deg. 21' 58" W, 32.89 feet;

S 31 deg. 11' 15" W, 34.91 feet;

S 65 deg. 39' 31" W, 23.20 feet; and

S 48 deg. 06' 05" W, 33.45 feet to corner;

THENCE N 84 deg. 01' 30" W, at 10.18 feet found a 5/8" iron rod for reference and at 149.52 feet found a 5/8" iron rod for corner in the Northeast Right of Way of Harborlight Drive as shown on a Plat of Harborlight Subdivision as recorded in Volume 7, Page 3 of the Polk County Plat Records;

THENCE with said Right of Way, N 38 deg. 42' 17" W, 172.35 feet to a 5/8" iron rod found for corner;

THENCE N 47 deg. 00' 21" E, 121.35 feet to a 5/8" iron rod found for corner; THENCE S 42 deg. 42' 19" E, 180.00 feet to a 5/8" iron rod found for corner;

THENCE N 47 deg. 00' 23" E, 150.00 feet to corner in the Northeast Right of Way of a 50.00-foot street;

THENCE with said Right of Way, N 42 deg. 42' 19" W, 351.79 feet to its intersection with the Southeast Right of Way of a 60.00-foot Street;

THENCE with said Southeast Right of Way, N 46 deg. 04' 36" E, 135.10 feet to the Place of Beginning and containing 8.257 acres of land.

Beginning at the most Northerly corner of said 8.257-acre tract in the Southwest Right of Way of U.S. Highway No. 190;

THENCE S 46 deg. 04' 36" W, 135.10 feet;

THENCE S 42 deg. 42' 19" E, 351.79 feet;

THENCE S 47 deg. 00' 23" W, 50.00 feet;

THENCE N 42 deg. 42' 19" W 350.98 feet;

THENCE S 46 deg. 04' 36" W, 168.55 feet;

THENCE S 30 deg. 42' 17" E, 426.41 feet;

THENCE N 84 deg. 01' 30" W, 31.17 feet;

THENCE S 59 deg. 17' 43" W, 25.00 feet;

THENCE N 30 deg. 42' 17" W, 457.68 feet;

THENCE N 46 deg. 04' 36" E, 380.26 feet to the Southwest Right of Way of U.S. Highway No. 190;

(This Schedule A is valid only if Cover, Schedules B, C and D are attached)

THENCE with said Right of Way, S 54 deg. 00' 37" E, 60.94 feet to the Place of Beginning.

TRACT TWO:

FIELDNOTES of 0.458 Acre in the John Burgess Survey, A-7, Polk County, Texas and being a resurvey of a Lot described in a deed from Corry Jones, et al, to Mike Olds and Wife, Kay Olds, as recorded in [Volume 836, Page 285](#) of the Polk County Official Records and a 0.344 Acre Tract described in a deed dated March 10, 1989 from Billy Jack Jones et al to Hugh Terry and filed for record on June 24, 2002 as instrument No. 5799 in said Official Records. Said 0.458 Acre being more particularly described as follows:

BEGINNING at the North corner of the Olds Lot and the East corner of a Lot described in a deed to R.W. Tolbert and Patricia Ann Tolbert as recorded in Volume 736, Page 364 of said Official Records in the Southwest Right of Way of a 50.00 foot Road Easement conveyed to Ronnie Orsak and Lanell Orsak as recorded in [Volume 1164, page 933](#) of said Official Records, found a 1/2" iron rod for corner;

THENCE with the Northeast line of said Olds Lot and said 0.344 Acre Tract, and the Southwest Right of Way of said 50.00-foot Road Easement, S 42° 53' 58" E, 200.04 feet to the East corner of said 0.344 Acre Tract in the Northwest Line of an 8.257 Acre Tract described in [Volume 1164, Page 933](#) of said Official Records, found a 5/8" iron rod for corner;

THENCE with the Southeast line of said 0.344 Acre Tract and said Northwest Line, S 46° 40' 37" W, 100.01 feet to the South corner of said 0.344 Acre Tract and an ell corner of said 8.257 Acre Tract, found a 5/8" iron rod for corner;

THENCE with the Southwest Line of said 0.344 Acre Tract and a Northeast Line of said 8.257 Acre Tract, N 42° 44' 13" W 150.40 feet to the West corner of said 0.344 Acre Tract the North corner of a lot conveyed to Charles J. Walla and Linda Walla as described in [Volume 638 Page 3](#) of the Polk County Deed Records, the East corner of a Lot conveyed to James Penman and Joann Penman as Tract One in [Volume 622, Page 634](#) of said Official Records and the South corner of said Olds Lot, found a 1/2" iron rod for corner;

THENCE with the Southwest Line of said Olds Lot and the Northeast Line of the Penman Lot, N 43° 06' 25" W 49.64 feet to the West corner of the Olds Lot, the North corner of the Penman Lot, the East corner of a Lot described as Tract Two in said Penman Deed and the South corner of said Tolbert Lot, found a 5/8" iron rod for corner;

THENCE with the Northwest line of Olds Lot and the Southeast Line of the Tolbert Lot, N 46° 40' 41" E 99.77 feet to the Place of Beginning and containing 0.458 Acre of land.

TRACT THREE:

Being a called 0.464 of an acre of land, more or less, situated in the JOHN BURGESS SURVEY, A-7 in Polk County, Texas, and being part of a 4.8 acre tract recorded in Volume 260, Page 29 of the Deed Records of Polk County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the Southwest line of said 4.8-acre tract which bears South 30 deg. 42' 17" East 463.60 feet from the West corner of same;

THENCE South 84 deg. 01' 29" East 180.69 feet to an iron rod for corner;

THENCE South 09 deg. 54' 30" West 84.0 feet to an iron rod for corner;

THENCE South 11 deg. 09' 30" West 90.0 feet to an iron rod for corner;

THENCE South 02 deg. 53' 05" East 64.64 to an iron rod in said Southwest line;

(This Schedule A is valid only if Cover, Schedules B, C and D are attached)

THENCE with said Southwest line North 30 deg. 42' 17" West 295.89 feet to the Place of Beginning, containing a called 0.464 acres of land, more or less.

TRACT FOUR:

All that certain tract or parcel of land situated upon the JOHN BURGESS SURVEY, A-7 in Polk County, Texas, and being commonly known and referred to as Lot Nine (9) of Sandy Creek, an unrecorded plat of the subdivision of that certain 4.8 acres of land described in Deed dated April 1971, from Milton T. Potts to C.A. Jones, et al, recorded in Volume 260, Page 29 et seq. of the Deed Records of Polk County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING in the Southwest line of said 4.0-acre tract, S 30 deg. 42' 17" E 212.97 feet from the West corner of same;

THENCE N 47 deg. 00' 21" E 125.66 feet to iron rod for corner;

THENCE S 42 deg. 42' 19" E 50.0 feet to iron rod for corner;

THENCE S 47 deg. 00' 21" W 136.30 feet to corner in the Southwest line of said 4.8-acre tract;

THENCE with said line N 30 deg. 42' 17" W, 51.17 feet to the Place of Beginning.

TOGETHER with a 1972 Colony Mobile Home, ID No. 320871, title to which has been surrendered, and the mobile home has become permanently affixed to said real property.

There is Reserved a 25.0-foot-wide road easement inside said lot and adjacent to the Southwest line of same.

TRACT FIVE:

All that certain tract or parcel of land situated upon the JOHN BURGESS SURVEY, A-7 in Polk County, Texas, and being commonly known and referred to as Lot Ten (10) of Sandy Creek, an unrecorded plat of the subdivision of that certain 4.8 acres of land described in Deed dated April 1971, from Milton T. Potts to C.A. Jones, et al, recorded in Volume 260, Page 29 et seq. of the Deed Records of Polk County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING in the Southwest line of said 4.8-acre tract, S 30 deg. 42' 27" E 161.80 feet from the West corner of same;

THENCE N 47 deg. 00' 21" E 115.02 feet to iron rod for corner;

THENCE S 43 deg. 42' 19" E 50.0 feet to iron rod for corner;

THENCE S 47 deg. 00' 21" W 125.66 feet to corner in the Southwest line of said 4.8-acre tract;

THENCE with said line N 30 deg. 42' 17" W 51.17 feet to the Place of Beginning. Together with all improvements thereon situated.

There is RESERVED a 25.0-foot-wide road easement inside said lot and adjacent to the Southwest line of same.

TRACT SIX:

(This Schedule A is valid only if Cover, Schedules B, C and D are attached)

PARCEL A:

BEING a called 1.00 acre of land, more or less, situated in the JOHN BURGESS SURVEY, Abstract No.7, in Polk County, Texas and being part of a 19.297 acre tract conveyed by B.H. Jones to Billy Jack Jones by deed dated August 12, 1969 and recorded in Volume 240, Page 697 of the Polk County Deed Records and being the same property described in deed dated May 17, 1997 from F.R. Lewis and wife, Theresa Lewis to Dwight Howell and wife, Marguerite Howell recorded in [Volume 1017, Page 670](#) et seq. of the Official Records of Polk County, Texas, and being more particularly described as follows:

COMMENCING at an interior corner of said 19.297-acre tract, being the most Easterly corner of Block No. 2 of the Minnie Andress Partition as recorded in Volume 1, Page 121 of the Polk County Plat Records, found a 5/8" iron rod for corner;

THENCE S 67° 30' 59" E 379.08 feet to a 5/8" iron rod;

THENCE S 64° 32' 52" W 262.55 feet to the Place of Beginning of this Tract in the center of a 60.00-foot Road Easement;

THENCE S 52° 01' 31" E 519.67 feet to corner in the Southeast line of said 19.297-acre tract and the existing shore line of Lake Livingston;

THENCE with said Southeast line and said shore line S 66° 06' 56" W 46.84 feet and S 64° 38' 54" W 47.78 feet to corner;

THENCE N 52° 01' 31" W 518.14 feet to corner in the center of a 60.00-foot road easement;

THENCE with the center of said road easement, N 64° 32' 52" E 93.92 feet to the Place of Beginning and containing 1.00 acres of land, more or less.

PARCEL B:

BEING a called 0.11 of an acre of land, more or less, situated in the JOHN BURGESS SURVEY, Abstract No. 7 in Polk County, Texas and being part of a 1.00 acre tract described under Tract Three in a deed recorded in [Volume 982, Page 877](#) of the Polk County Official Records and being the same property described in Deed dated September 28, 2000 from F.R. Lewis and wife, Theresa Lewis to Dwight Howell and wife, Marguerite Howell recorded in [Volume 1191, Page 801](#) et seq. of the Official Records of Polk County, Texas and being more particularly described as follows:

BEGINNING at the West corner of said 1.00 acre tract the North corner of a 1.00 acre tract conveyed to Dwight Howell and wife, Marguerite Howell, by deed recorded in [Volume 1017, Page 670](#) of said Official Records, a point for corner in the Southeast line of a 3.857 acre tract conveyed to Larry Lea and wife, Linda Lea, by deed recorded in [Volume 1096, Page 355](#) of said Official Records and being in the center of a 60.00 foot road easement;

THENCE with the Northwest line of said Tract Three, the Southeast line of said 3.857-acre tract and the center of said Road Easement, N 64° 32' 52" E 10.00 feet to a point for corner;

THENCE S 52° 01' 31" E, at 33.54 feet set a 5/8" iron rod for reference, at 506.91 feet to a 5/8" iron rod for reference and at 519.98 feet to a point for corner in the Southeast line of said Tract Three;

THENCE with said Southeast line, S 66° 06' 56" W 10.14 feet to the South corner of said Tract Three and the East corner of said Howell Tract;

THENCE with the Southwest line of said Tract Three and the Northeast line of said Howell Tract, N 52° 01' 31" W, at 486.13 feet pass a 5/8" iron rod found for reference and at 519.67 feet to the Place of Beginning and containing 0.11 acres of land, more or less.

(This Schedule A is valid only if Cover, Schedules B, C and D are attached)

TRACT SEVEN:

FIELDNOTES TO 2.40 ACRES OF LAND AS SITUATED IN THE JOHN BURGESS SURVEY, A-7, POLK COUNTY, TEXAS, AND BEING THE RESIDUE OF THAT CERTAIN 2.99 ACRE TRACT AS DESCRIBED IN VOLUME 175, PAGE 136 OF THE DEED RECORDS OF SAID COUNTY. SAID 2.40 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1 ½" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF THIS AND OF SAID 2.99 ACRES;

THENCE S 14° 21' W 416.67 FT. TO AN IRON PIPE FOR THE SOUTHEAST CORNER OF THIS OF SAID 2.99 ACRES;

THENCE N 75° 56' W 200.00 FT. TO AN IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF THIS AND OF SAID 2.99 ACRES;

THENCE N 14° 01' W 145.99 FT. WITH THE WEST LINE OF SAID 2.99 ACRES, TO AN IRON ROD FOR AN EXTERIOR CORNER OF THIS TRACT ON THE EAST RIGHT OF WAY OF F.M. HIGHWAY 3152;

THENCE NORTHEASTERLY 14.04 FT., WITH SAID EAST RIGHT OF WAY IN A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00° 24' 38", A RADIUS OF 1959.60 FT. AND A LONG CHORD BEARING N 19° 04' 19" E 14.04 FT. TO A POINT FOR THE P.T. OF SAID CURVE;

THENCE N 18° 52' E 274.84 FT., CONTINUING WITH SAID EAST RIGHT OF WAY, TO AN IRON ROD FOR THE NORTHWEST CORNER OF THIS TRACT ON THE NORTH LINE OF SAID 2.99 ACRES;

THENCE S 75° 56' E 246.56 FT., WITH SAID NORTH LINE, TO THE PLACE OF BEGINNING AND CONTAINING WITHIN THESE BOUNDS 2.40 ACRES OF LAND.

TRACT EIGHT:

All that certain lot or parcel of land described as LOT EIGHT (8) of SANDY CREEK, an unrecorded Subdivision situated in the JOHN BURGESS SURVEY, A-7 in Polk County, Texas, and being part of a 4.8-acre tract and being more particularly described in deed dated November 23, 1987 from Edwin Eugene Wells and Shirley Virginia Wells Fields to Charles J. Walla and Wife, Linda Kaye Walla, recorded in [Volume 638, Page 3](#) et seq. of the Official Records of Polk County, Texas, said tract being more particularly described by metes and bounds as follows:

BEGINNING in the Southwest line of said 4.8-acre tract S 30 deg. 42' 17" E, 264.14 feet from the West corner of same;

THENCE N 47 deg. 00' 21" E, 136.30 feet to iron rod for corner;

THENCE S 42 deg. 42' 19" E, 50.0 feet to iron rod for corner;

THENCE S 47 deg. 00' 21" W, 146.94 feet to corner in the Southwest line of said 4.8-acre tract;

THENCE with said line N 30 deg. 42' 17" W, 51.17 feet to the PLACE OF BEGINNING.

TRACT NINE:

FIELDNOTES of 0.155 Acre in the John Burgess Survey, A-7, Polk County, Texas and being part of a 4.8 Acre Tract conveyed by Milton T. Potts to C.A. Jones Bill J. Jones, and Cory T. Jones by deed dated April 1971 and recorded in (This Schedule A is valid only if Cover, Schedules B, C and D are attached)

Volume 260, Page 29 of the Polk County Deed Records. Said 0.155 acre being more particularly described as follows:

COMMENCING at the most Southerly corner of said 4.8 Acre Tract, same being an interior corner of an 8.257 Acre Tract conveyed to Ronnie Orsak and Lanelle M. Orsak by deed recorded in [Volume 1164, Page 933](#) of the Polk County Official Records, a point for corner in a North line of a 70.95 Acre Tract conveyed to the Trinity River Authority of Texas as Tract E-63 by deed recorded in Volume 268, Page 290 of said Deed Records;

THENCE with a South line of said 8.257-acre tract, the South line of said 4.8-acre tract, and a North line of said 70.95 acre tract, N 72° 58' 35" W 77.54 feet to a point for an angle corner in said Lines and also being the Actual Place of Beginning of the herein described 0.155 acre tract;

THENCE with three (3) Easterly Lines of said 70.95 Acre Tract and West Lines of said 4.8 Acre tract as follows:

N 38° 30' 36" W 83.04 feet;

N 04° 46' 33" W 82.72 feet; and

N 23° 00' 34" W 97.67 feet to a point for an interior corner of said 4.8 Acre Tract, and a Northerly corner of said 70.95 Acre Tract;

THENCE across said 4.8 Acre Tract N 02° 19' 00" W 66.27 feet to the Northeast corner of a 0.464 Acre tract conveyed to Ronnie W. Orsak by deed recorded in Volume 1444, Page 142 of said Official Records and a Southeast corner of said 8.257 Acre tract;

THENCE with the line of a dug canal and also being the boundary lines of said 8.257 Acres tract as follows:

N 48° 06' 06" E 33.45 feet;

N 65° 39' 27" E 23.20 feet;

N 31° 11' 15" E 34.91 feet;

S 03° 21' 57" E 32.89 feet;

S 17° 34' 33" W 34.36 feet;

S 32° 30' 12" W 48.76 feet;

S 11° 39' 03" W 33.83 feet;

S 18° 00' 12" E 63.97 feet;

S 03° 57' 18" E 89.41 feet;

S 14° 38' 49" E 9.90 feet; and

S 33° 08' 51" E 78.65 feet to the Place of Beginning and containing 0.155 Acre of Land.

The bearings described herein are based upon deed call for said 8.257-acre tract.

TRACT TEN:

Lot 27 of the HARBORLIGHT SUBDIVISION situated upon the John Burgess Survey, Abstract No. 7, in Polk County, Texas, according to the plat thereof recorded in Volume 7, Page 3, Plat Records of Polk County, Texas, and being the same in Deed dated March 9, 1984, from Willie A. Michulka Jr. and wife, Gracie N. Michulka to Robert D. Powell and wife, Glenna Marie Powell and recorded in [Volume 453, Page 267](#) et seq., Official Records, Polk County, Texas.

and

Lot 27-A of the HARBORLIGHT SUBDIVISION situated upon the John Burgess Survey, Abstract No. 7, in Polk County, Texas, according to the plat thereof recorded in Volume 7, Page 3, Plat Records of Polk County, Texas, and being the same in Deed dated November 21, 1977, from The Harborlight Subdivision, a partnership composed of L.K. Walker, Nolan Atchley, and Val D. Hickman to Robert D. Powell, et ux Glenna M. Powell recorded in Volume 338, Page 321 et seq., Official Records, Polk County, Texas.

TRACT ELEVEN:

(This Schedule A is valid only if Cover, Schedules B, C and D are attached)

FIELDNOTES of 0.91 Acre in the John Burgess Survey, A-7, Polk County, Texas and being part of Tract 2 conveyed to Marnell Brown by deed dated August 29, 1962 and recorded in Volume 195, Page 365 of the Polk County Deed Records and also being part of Block 6 of the Minnie Andress Partition of a 16.5 Acre Tract as shown on a plat recorded in Volume 1, Page 121 of the Polk County Plat Records. Said 0.91 Acre being more particularly described as follows:

BEGINNING at an East corner of an 8.257 Acre tract conveyed to Ronnie Orsak and Lanell M. Orsak by deed recorded in [Volume 1164, Page 933](#) of the Polk County Official Records, found a 5/8" iron rod for corner in the Northwest line of said Block 6 and the Southwest right of way of U.S. Highway No. 190;

THENCE with said right of way, S 53° 51' 52" E 333.16 feet to a North corner of said 8.257 Acre Tract, found a 5/8" iron rod for corner in the Southeast Line of said Block 6;

THENCE with a Northwest line of said 8.257 Acre Tract and the Southeast Line of said Block 6, S 68° 20' 13" W 91.36 feet to a West corner of said 8.257 Acre Tract and an interior corner of said Block 6, found an angle iron for corner;

THENCE with the Southeast Line of said Block 6 and a Northwest Line of said 8.257 Acre Tract, S 08° 28' 08" W 88.87 feet to an interior corner of said 8.257 Acre Tract and the South corner of said Block 6, found an angle iron for corner (controlling monument);

THENCE with a Northeast Line of said 8.257 Acre Tract and the Southwest Line of said Block 6, N 43° 35' 34" W 355.38 feet to an interior corner of said 8.257 Acre Tract and the West corner of said Block 6, found a fence corner post for corner (controlling monument);

THENCE with a Southeast line of said 8.257 Acre Tract and the Northwest line of said Block 6, N 50° 37' 35" E 95.69 feet to the Place of Beginning and containing 0.91 Acre of Land.

Bearings described herein are based upon deed call for the herein described Northeast Line of said 8.257 Acre Tract.

TRACT TWELVE:

All that certain tract or parcel of land situated upon the John Burgess Survey, A-7, in Polk County, Texas, being part of a 4.8 acres tract recorded in Volume 260, Page 29 and part of a strip of land recorded in Volume 320, Page 459 of the Deed Records of Polk County, Texas, said lot being more particularly described as follows;

Beginning at the North corner of said 4.8 acres tract, same being the West corner of said strip, a concrete monument for corner;

THENCE N 46° 40' 40" E 28.21 feet to iron rod for the North corner of said strip;

THENCE S 42° 42' 19" E 161.00 feet to iron rod for corner;

THENCE S 47° 00' 21" W 75.00 feet to corner;

THENCE N 42° 36' W 160.48 feet to corner;

THENCE N 47° 04' E 25.00 feet to iron rod for corner;

THENCE N 45° 59' E 21.50 feet to the Place of Beginning.

There is reserved a 60.00 feet wide road easement inside said lot and adjacent to the Northwest line of same.

(This Schedule A is valid only if Cover, Schedules B, C and D are attached)

TRACT THIRTEEN:

Being all that certain lot, tract or parcel of land situated in the John Burgess Survey, A-7, Polk County, Texas, and being part of a 4.8-acre tract recorded in Volume 260, Page 29 and a strip of land recorded in Volume 320, Page 459 of the Deed Records of Polk County, Texas. Said lot being more particularly described as follows:

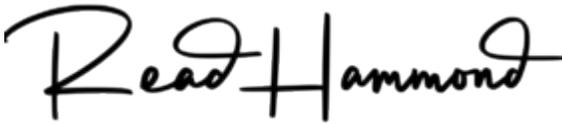
BEGINNING in the NE line of said strip S 42 deg. 42' 19" E 161.00 feet from the North corner of same, iron rod for corner;

THENCE with said line S 42 deg. 42' 19" E, 50.00 feet to iron rod for corner;

THENCE S 47 deg. 00' 21" W at 25.29 feet cross line between said strip and said 4.8-acre tract and at 100.00 feet iron rod for corner;

THENCE N 42 deg. 42' 19" W 50.00 feet to iron rod for corner;

THENCE N 47 deg. 00' 21" E at 74.02 feet cross said line between the 4.8-acre tract and said strip and at 100.00 feet the Place of Beginning.



By: _____

Authorized Countersignature
Read Hammond, License #: 2400320
Sage Title Company
Issuing Agent

(This Schedule A is valid only if Cover, Schedules B, C and D are attached)

 First American Title Guaranty Company	Commitment for Title Insurance (T-7)
	ISSUED BY First American Title Guaranty Company
Schedule B	

GF No.: 2024-158

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:
See Exception 10(a) below.
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 2025, 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 2025 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.)

(This Schedule B is valid only if Cover, Schedules A, C and D are attached)

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. Volume 321, Page 544, Deed Records of Polk County. [Volume 1186, Page 411](#) , Official Public Records, Polk County, Texas. [Volume 1196, Page 194](#) , Official Public Records, Polk County, Texas.
(Affects Tract Ten)

Certain documents recorded in the public records may have language restricting land ownership or use because of race, color, creed, national origin, religion, disabilities, handicap, sex, or familial status (called herein Personal Restrictions). Federal law prohibits enforcement of such personal restrictions and even limits the ability of the title company to report or show them. To the extent such personal restrictions are contained in any documents listed as an exception to title in this insuring form, such personal restrictions or covenants are omitted from the exception.

- b. Any liens that may heretofore have been created by reason of assessments rendered by the subdivision or the subdivision's owners association against the property herein.
(Affects All Tracts)
- c. Rights of Parties in Possession.
(Affects All Tracts)
- d. Any and all easements and/or rights of way, visible or otherwise, over and across the property.
(Affects All Tracts)
- e. Any portion of the property herein described which falls within the boundaries of any road or roadway.
(Affects All Tracts)
- f. 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.
(Affects All Tracts)
- g. 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.
(Affects All Tracts)
- h. Easements, restrictions, reservations, covenants, zoning ordinances, set back lines, and/or dedication of roads, if any, as shown on the plat of HARBORLIGHT SUBDIVISION, as recorded in Volume 7, Page 3, Plat Records of Polk County, Texas, and/or Restrictions as recorded in Volume 321, Page 544, Deed Records, Polk County, Texas and [Volume 1186, Page 411](#) , Official Public Records, Polk county, Texas.
(Affects Tract Ten)
- i. Bylaws of Harborlight Property Owners Association, Inc. recorded in [Volume 1196, Page 194](#) , Official Public Records, Polk County, Texas.
(Affects Tract Ten)
- j. All terms, conditions, and provisions of that certain Right of Way/Easement from Enoch E. Grigsby et al to Sam Houston Electric Cooperative, Inc. in instrument dated March 21, 1983, recorded in [Volume 433, Page](#)

(This Schedule B is valid only if Cover, Schedules A, C and D are attached)

[13](#) , of the Deed Records of Polk County, Texas.
(Affects Tract One)

- k. All terms, conditions, and provisions of that certain Right of Way/Easement from Hugh D. Terry to Sam Houston Electric Cooperative, Inc. in instrument dated March 25, 1983, recorded in [Volume 432, Page 328](#) , of the Deed Records of Polk County, Texas.
(Affects Tract Two)
- l. All terms, conditions, and provisions of that certain Right of Way/Easement set out in deed from Richard T. Keithley and wife, Barbara J. Keithley to Joe W. Klesel and wife, Edna Klesel, dated September 16, 1983, recorded in [Volume 451, Page 264](#) , of the Deed Records of Polk County, Texas.
(Affects Tracts Four and Five)
- m. All terms, conditions, and provisions of that certain Right of Way/Easement set out in deed from James Watters and wife, Vera June Watters to R. Wayne Tolbert and wife, Patricia Tolbert, dated October 19, 1984, recorded in [Volume 469, Page 215](#) , of the Deed Records of Polk County, Texas.
(Affects Tract Twelve)
- n. All terms, conditions, and provisions of that certain Right of Way/Easement set out in deed from Charles R. Hill and Lillian M. Hill to Wiley Hahn and wife, Annabelle Hahn, dated May 16, 1985, recorded in [Volume 496, Page 227](#) , of the Deed Records of Polk County, Texas.
(Affects Tract Three)
- o. All terms, conditions, and provisions of that certain Joint Use Agreement by and between Wiley L. Hahn and Trinity River Authority of Texas in instrument dated July 14, 1985, recorded in [Volume 531, Page 836](#) , of the Deed Records of Polk County, Texas.
(Affects Tract Three)
- p. All terms, conditions, and provisions of that certain Right of Way/Easement set out in deed from Edna Klesel, a widow, to James W. Penman and wife, JoAnn Penman, dated September 05, 1987, recorded in [Volume 622, Page 634](#) , of the Deed Records of Polk County, Texas.
(Affects Tracts Four and Five)
- q. All terms, conditions, and provisions of that certain Right of Way/Easement set out in deed from Edwin Eugene Wells and Shirley Virginia Wells Fields to Charles J. Walla and wife, Linda Kaye Walla, dated November 23, 1987, recorded in [Volume 638, Page 3](#) , of the Deed Records of Polk County, Texas.
(Affects Tract Eight)
- r. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from Billy Jack Jones , C. Alvin Jones and Corry T. Jones to Mike Olds and wife, Kay Olds dated February 03, 1992, and recorded in [Volume 836, Page 285](#) , Deed Records of Polk County, Texas.
Title Company makes no representation as to the present ownership of this interest as title to said interest not checked subsequent to date of aforesaid instrument.
(Affects Tract Two)
- s. Property lies within Polk County Fresh Water District No. 2 per Water District Information notice dated July 7, 1995, and recorded in [Volume 977, Page 635](#) , Deed Records of Polk County, Texas.
(Affects All Tracts)
- t. All terms, conditions, and provisions of those certain Right of Way/Easements set out in deed from Billy Jack Jones and wife, Cora Lea Jones to F. R. Lewis and wife, Theresa Lewis, dated August 23, 1995, recorded in [Volume 982, Page 877](#) , of the Official Public Records of Polk County, Texas.
(Affects Tract Six)
- u. All terms, conditions, and provisions of that certain Right of Way/Easement from Billy Jack Jones and J. W. Reneau to Sam Houston Electric Cooperative, Inc. in instrument dated September 12, 1995, recorded in [Volume 986, Page 698](#) , of the Official Public Records of Polk County, Texas, insofar as may apply to subject

(This Schedule B is valid only if Cover, Schedules A, C and D are attached)

property.
(Affects Tract Six)

- v. All oil, gas and other minerals and royalties of every kind and character, together with all rights, privileges and immunities relating thereto as set out in instrument from F. R. Lewis and wife, Theresa Lewis to Dwight Howell and wife, Marguerite Howell dated May 17, 1996, and recorded in [Volume 1017, Page 670](#) , Official Public Records of Polk County, Texas.
Title Company makes no representation as to the present ownership of this interest as title to said interest not checked subsequent to date of aforesaid instrument.
(Affects Tract Six)
- w. All terms, conditions, and provisions of that certain Right of Way/Easement set out in deed from F. R. Lewis and wife, Theresa Lewis to Dwight Howell and wife, Marguerite Howell, dated May 17, 1996, recorded in [Volume 1017, Page 670](#) , of the Official Public Records of Polk County, Texas.
(Affects Tract Six)
- x. All terms, conditions, and provisions of that certain Right of Way/Easement from Jimmie O'Farrell, Werdna O'Farrell and Billy J. Jones to Sam Houston Electric Cooperative Inc. in instrument dated April 22, 1997, recorded in [Volume 1055, Page 214](#) , of the Official Public Records of Polk County, Texas, insofar as may apply.
(Affects Tract Six)
- y. All terms, conditions, and provisions of that certain Right of Way/Easement from Jerry L. Hickman and wife, Belinda Hickman to Ronnie Orsak and LaNell M. Orsak in instrument dated January 28, 2000, recorded in [Volume 1164, Page 933](#) , of the Official Public Records of Polk County, Texas.
(Affects Tract One)
- z. Notice of Improvement Attachment to Real Estate filed July 11, 2002, recorded in [Volume 1278, Page 311](#) , of the Official Public Records of Polk County, Texas.
(Affects Tract Two)
- aa. Certificate of Attachment to Real Estate filed September 24, 2002, recorded in [Volume 1290, Page 19](#) , of the Official Public Records of Polk County, Texas.
(Affects All Tracts)
- bb. All terms, conditions, and provisions of that certain Right of Way/Easement from Ronnie Orsak and LaNell M. Orsak to Sam Houston Electric Cooperative Inc. in instrument dated July 02, 2004, recorded in [Volume 1427, Page 947](#) , of the Official Public Records of Polk County, Texas.
(Affects All Tracts)
- cc. Affidavit to the Public from Marie Powell for Surface Application On-Site Wastewater Treatment System dated April 14, 2005, and recorded in [Volume 1443, Page 898](#) of the Official Public Records of Polk County, Texas.
(Affects Tract Ten)
- dd. All terms, conditions, and provisions of that certain Right of Way/Easement set out in deed from James W. Penman and wife, JoAnn Penman to Ronnie Orsak, dated July 17, 2007, recorded in [Volume 1591, Page 931](#) , of the Official Public Records of Polk County, Texas.
(Affects Tract Four)
- ee. All terms, conditions, and provisions of that certain Right of Way/Easement from Linda Kaye Walla, Individually and as Independent Executor of the Estate of Charles J. Walla to Ronnie Orsak in instrument dated July 17, 2007, recorded in [Volume 1591, Page 951](#) , of the Official Public Records of Polk County, Texas.
(Affects Tract Eight)
- ff. All terms, conditions, and provisions of that certain Right of Way/Easement from James W. Penman and wife, JoAnn Penman to Ronnie Orsak in instrument dated August 30, 2007, recorded in [Volume 1602, Page](#)

(This Schedule B is valid only if Cover, Schedules A, C and D are attached)

[990](#) , of the Official Public Records of Polk County, Texas.
(Affects Tract Five)

- gg. All terms, conditions, and provisions of that certain Joint Use Agreement by and between LaNell Orsak and Trinity River Authority of Texas in instrument dated December 02, 2011, recorded in [Volume 1830, Page 41](#) , of the Official Public Records of Polk County, Texas.
(Affects All Tracts)
- hh. All terms, conditions, and provisions of that certain Right of Way/Easement from LaNell M. Orsak to Sam Houston Electric Cooperative Inc. in instrument dated July 20, 2020, recorded in [Volume 2292, Page 1](#) , of the Official Public Records of Polk County, Texas.
(Affects Tract Six)
- ii. All terms, conditions, and provisions of that certain Right of Way/Easement from Ronnie W. Orsak and LaNell M. Orsak to Sam Houston Electric Cooperative Inc. in instrument dated April 27, 2021, recorded in [Volume 2350, Page 917](#) , of the Official Public Records of Polk County, Texas.
(Affects Tract One)

(This Schedule B is valid only if Cover, Schedules A, C and D are attached)

 First American Title Guaranty Company	Commitment for Title Insurance (T-7)
	ISSUED BY First American Title Guaranty Company
Schedule C	

GF No.: 2024-158

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. Affidavit of Heirship on Lute Anderson recorded in Volume 522, Page 647, Deed Records of Polk County, Texas, states he died testate in 1976. Title Company has requested a search at the courthouse for Probate Proceedings on Lute Anderson confirming Melvin W. Oliver and wife, Ruby Lee Oliver received the subject property under the Last Will & Testament of Lute Anderson. Melvin W. Oliver and wife, Ruby Lee Oliver conveyed the subject property in deed recorded in Volume 522, Page 651, Deed Records of Polk County, Texas. Title Company reserves the right to make additional requirements upon review. If no probate is found in Polk County, Texas, then Title Company must be provided certified copies prior to closing.
(Affects Tract Seven)
6. Title Company requires (1) a release or (2) transfer of lien from the transferring bank together with renewal and extension language in the new lien instrument, or (3) renewal and extension language attached to new lien instrument if Lender owns existing lien, of the insured land from the Deed of Trust executed by LaNell M. Orsak, Ronnie W. Orsak and Barbara J. Orsak to Henry E. Lewis, Trustee, for The First State Bank of Livingston, Texas, dated October 14, 2010 and securing a note in the amount of \$119,000.00, as recorded in Volume 1769, Page 232, Official Public Records of Polk County, Texas. If Title Company is not provided any of the above this item will appear on the policy as an exception to coverage.
(Affects Tract Seven)

(This Schedule C is valid only if Cover, Schedules A, B and D are attached)

7. Tracts Three, Four, Five, Eight, Nine, Twelve and Thirteen: Lack of legal access to and from the land will appear as an exception in the policy unless satisfactory evidence of a legal right of access to and from the land is furnished to the Title Company.
8. Tract Three: There is pending against seller/borrower in Cause No. CIV23-0833 styled Milda Fenimore v. Ronnie W. Orsak in the Judicial District Court of Polk County, Texas. Because an Abstract of Judgment could be filed prior to closing and recording of documents vesting title in the proposed insured(s), Title Company requires the transactions be closed by the following escrow procedure:
 - 1) Parties to the transaction must execute an acceptable escrow closing agreement which may not exceed 30 days from the date of closing
 - 2) Documents must be executed, acknowledged and recorded:
 - 3) No funds may be disbursed from closing until title is brought to date through the recording date of the documents.
9. For each entity that will execute any document in connection with the proposed closing (AND any other entity executing said document on its behalf), this company must be furnished the following authority and existence documentation:
 - (a) Corporation - Certificate of Existence from the Secretary of State, Articles of Incorporation from the Secretary of State, and a properly executed Corporate Resolution (in recordable form) to support the proposed transaction.
 - (b) Limited Liability Company - Certificate of Existence from the Secretary of State, Articles of Organization from the Secretary of State, copy of Regulations (and any Amendments thereto), and Secretary's Certificate (in recordable form).
 - (c) General Partnership - copy of Partnership Agreement (and any Amendments thereto).
 - (d) Limited Partnership - Certificate of Limited Partnership from the Secretary of State, Certificate of Existence from the Secretary of State, copy of Limited Partnership Agreement (and any Amendments), and evidence of consent of limited partners (in recordable form), if required.
 - (e) Joint Venture - copy of Joint Venture Agreement (and any Amendments thereto).
 - (f) Trust - copy of the Trust Agreement (and any Amendments thereto) for review or, in the alternative, the Trustee must file a Certification of Trust in the real property records meeting all of the provisions of Section 114.086(a) and (c) of the Texas Property Code, and provide excerpts from the Trust Agreement sufficient to evidence authority of the Trustee to enter into this transaction.

PLEASE NOTE – IF THE ENTITY THAT IS IN RECORD TITLE IS OWNED BY OTHER ENTITIES THEN COPIES OF THEIR CORPORATE DOCUMENTS AS SET OUT ABOVE MUST BE FURNISHED. TO AVOID DELAYS AT CLOSING, PLEASE FURNISH THESE DOCUMENTS WHEN YOU GET YOU COMMITMENT AND DO NOT WAIT UNTIL REQUESTED AT THE TIME OF CLOSING.

10. We must be furnished the marital status of the record owner, from the date of acquisition to the present time. If the record owner is married, we require either (i) the joinder of the spouse; or (ii) an affidavit from the spouse of the owner disclaiming the property as part of any homestead and stating that the property is under the sole management and control of the record owner. If any spouse is deceased, Company requires proof of probate or heirship for same. If any owner is divorced, Company requires a certified copy of divorce decree and property settlement agreement for same for review. Company may make additional requirements subsequent to review.
11. Affidavit as to Debts and Liens must be completed and returned to the Title Company prior to the issuance of the title policy. Title Company to provide form; document to be executed at closing.
12. The Title Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

(This Schedule B is valid only if Cover, Schedules A, C and D are attached)



*First American
Title Guaranty Company*

Commitment for Title Insurance (T-7)

ISSUED BY

First American Title Guaranty Company

Schedule D

File No.: 2024-158

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

UNDERWRITER: First American Title Guaranty Company, a Texas Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Guaranty Company is a wholly owned subsidiary of First American Title Insurance Company, a Nebraska Corporation.

Directors: Sally French Tyler, William J. Aulbert, Mark E. Seaton, Lisa W. Cornehl

Officers: President: Sally French Taylor; Vice President, Secretary: Lisa W. Cornehl; and Vice President, Treasurer: Matthew Wajner

AGENT: Sage Title Company

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent: John Treadway "Read" Hammond, Laina Reinsmith Hammond

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:

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

If the Title Insurance Agent is a corporation, the following is a list of its officers: John Treadway "Read" Hammond: Chief Executive Officer, Laina Reinsmith Hammond: Chief Operating Officer

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 \$0.00 (or 15 %) will be paid to the policy issuing Title Insurance Company; \$0.00 (or 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
50% of agent premium share	East Texas Title Company	Title Evidence

“* 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.”

(This Schedule D is valid only when cover, Schedule A, B, and C are attached)

(This Schedule D is valid only when cover, Schedule A, B, and C are attached)