



*First American*

# Commitment

Commitment For Title Insurance T-7

ISSUED BY

**First American Title Insurance Company**

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

We FIRST AMERICAN TITLE INSURANCE 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.

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***First American Title Insurance Company***

Kenneth D. DeGiorgio, President

Lisa W. Comehl, Secretary

Countersigned at , Texas

BY: \_\_\_\_\_

## 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*

# SCHEDULE A

Commitment For Title Insurance T-7

ISSUED BY

**First American Title Insurance Company**

Effective Date: **January 24, 2023** at 8:00 a.m.

GF No. **NCS-1164129-AUST**

Commitment No. **NCS-1164129-AUST**, issued **January 31, 2023**, at 8:00 a.m.

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: \$0.00  
 PROPOSED INSURED: TBD TBD

(b) TEXAS RESIDENTIAL OWNER 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: TBD TBD

(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 - Tracts 1 and 2; Easement - Tract 3**

3. Record title to the land on the Effective Date appears to be vested in: **Evan E. Voyles and Gail Chovan**

4. Legal description of land: TRACT 1: LOT 1, OF ILSE SUBDIVISION, A SUBDIVISION IN CALDWELL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN [CABINET B, SLIDE 185](#), OF THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS.

TRACT 2: BEING 5.43 ACRES OF LAND, MORE OR LESS, OUT OF THE L.L. JOSEPH SURVEY, ABSTRACT NO. 164 IN CALDWELL COUNTY, TEXAS, AND BEING THE SAME PROPERTY CONVEYED BY WILLIAM E. ILSE TO EVAN E. VOYLES AND GAIL CHO VAN IN A DEED DATED JUNE 8, 2018 RECORDED IN INSTRUMENT NUMBER [2018-003202](#) OF THE OFFICIAL PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

TRACT 3: AN OPEN/GREEN SPACE EASEMENT OVER AND ACROSS A 0.46 ACRE, MORE OR LESS, TRACT OF LAND BEING A PORTION OF LOT 2, ILSE SUBDIVISION, CITY OF UHLAND, CALDWELL COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN [CABINET B, SLIDE 190](#), PLAT RECORDS OF CALDWELL

COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "B, PAGE 1" AND SURVEY PLAT ATTACHED AS EXHIBIT B, PAGE 2 ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

**Exhibit "A "**

DESCRIPTION OF 5.43 ACRES, MORE OR LESS, OF LAND AREA, IN THE L. L. JOSEPH SURVEY, CALDWELL COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 8.984 ACRES IN A DEED FROM LILLIAN WEISSER ET AL TO MARTHA H. ILSE AND CARL HOMANN, DATED JULY 7, 1967 AND RECORDED IN VOLUME 322, PAGE 22 OF THE CALDWELL COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 4" IRON ROD SET IN THE SOUTHEAST LINE OF OLD SPANISH TRAIL AND THE NORTHWEST LINE OF THE ILSE TRACT FOR THE NORTH CORNER OF LOT 1, ILSE SUBDIVISION, AS RECORDED IN [VOLUME B, PAGE 185](#) OF THE CALDWELL COUNTY PLAT RECORDS;

THENCE LEAVING LOT 1, ILSE SUBDIVISION AID PLACE OF BEGINNING AS SHOWN ON PLAT NUMBERED 26644-15-C, DATED SEPTEMBER 10, 2015 AS PREPARED FOR WILLIAM ILSE BY BYRN & ASSOCIATES, INC., OF SARI MARCOS, TEXAS, WITH THE COMMON SOUTHEAST LINE OF OLD SPANISH TRAIL AND THE NORTHWEST LINE OF THE ILSE TRACT, NORTH 38°26'56" EAST 75.79 FEET TO A 1/2" IRON ROD FOUND FOR THE WEST CORNER OF THAT TRACT DESCRIBED AS 0.195 OF AN ACRE IN A DEED FROM MARTHA ILSE TO EDWARD T. GAGE, DATED MARCH 23, 1994 AND RECORDED IN VOLUME 106, PAGE 748 OF THE CALDWELL COUNTY DEED RECORDS;

THENCE LEAVING OLD SPANISH TRAIL, WITH THE SOUTHWEST LINE OF THE GAGE TRACT, SOUTH 53°15'49" EAST 95.23 FEET TO 4" IRON ROD FOUND FOR THE SOUTH CORNER OF THE GAGE TRACT AND AN INTERIOR CORNER OF THE ILSE TRACT;

THENCE WITH THE SOUTHEAST LINE OF THE GAGE TRACT, NORTH 36°23'14" EAST 33.33 FEET TO A 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "BYRN SURVEY" FOR THE WEST CORNER OF LOT 2, ILSE SUBDIVISION AS RECORDED IN [VOLUME B, PAGE 190](#) OF THE CALDWELL COUNTY PLAT RECORDS;

THENCE LEAVING THE GAGE TRACT, WITH THE SOUTHWEST LINE OF LOT 2, ILSE SUBDIVISION, SOUTH 51°33'04" EAST 160.52 FEET TO A 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "BYRN SURVEY" FOR THE SOUTH CORNER OF LOT 2, ILSE SUBDIVISION;

THENCE WITH THE SOUTHEAST LINE OF LOT 2, ILSE SUBDIVISION, NORTH 39°15'11" EAST 43.37 FEET TO A 1/2" IRON ROD SET FOR THE WEST CORNER OF THAT TRACT DESCRIBED AS 0.75 OF AN ACRE IN A DEED FROM UHLAND MERCANTILE COMPANY TO MARSHALL FUCHS, DATED NOVEMBER 19, 2004 AND RECORDED IN VOLUME 403, PAGE 185 OF THE CALDWELL COUNTY OFFICIAL RECORDS;

THENCE LEAVING LOT 2, ILSE SUBDIVISION, WITH THE COMMON SOUTHWEST LINE OF THE FUCHS TRACT AND THE NORTHEAST LINE OF THE ILSE TRACT, SOUTH 54°31'49" EAST 157.33 FEET TO A 3/8" IRON ROD FOUND IN THE NORTHWEST LINE OF THAT TRACT DESCRIBED AS 33.102 ACRES IN A DEED FROM VETERANS LAND BOARD OF TEXAS TO GORDON ROSS SASSMAN, DATED AUGUST 7, 1990 AND RECORDED IN VOLUME 47, PAGE 827 OF THE CALDWELL COUNTY OFFICIAL RECORDS, FOR THE SOUTH CORNER OF THE FUCHS TRACT AND AN EXTERIOR CORNER IN THE NORTHEAST LINE OF THE ILSE TRACT;

THENCE LEAVING THE FUCHS TRACT, WITH A PORTION OF THE NORTHEAST LINE OF THE ILSE TRACT, SOUTH 39°05'1B" WEST 47.04 FEET TO A 9" TREATED POST, PASS AT 43.4 FEET AN OCCUPIED WEST CORNER OF THE SASSMAN TRACT AND THE NORTH CORNER OF A REMNANT OF THAT TRACT DESCRIBED AS 178.5 ACRES IN A DEED FROM JACOB BECKER ET UX TO WILLIE J. SCHNEIDER, DATED AUGUST 30, 1919 AND RECORDED IN VOLUME 69, PAGE 491 OF THE CALDWELL COUNTY DEED RECORDS;

THENCE WITH THE COMMON NORTHEAST LINE OF THE ILSE TRACT AND THE SOUTHWEST LINE OF THE SCHNEIDER TRACT, SOUTH 53°22'20" EAST 259.00 FEET TO A 1/2" IRON ROD SET FOR THE EAST CORNER OF THE ILSE TRACT;

THENCE WITH THE COMMON SOUTHEAST LINE OF THE ILSE TRACT AND THE NORTHWEST LINE OF THE SCHNEIDER TRACT SOUTH 37°35'40" WEST 382.63 FEET TO A 1/2" IRON ROD FOUND IN THE

NORTHEAST LINE OF THAT TRACT DESCRIBED AS 52.99 ACRES IN A DEED FROM CURBY DON OHNHEISER ET AL TO OHNHEISER PROPERTIES, LP, DATED FEBRUARY 8, 2009 AND RECORDED IN VOLUME 560, PAGE 840 OF THE CALDWELL COUNTY OFFICIAL RECORDS, FOR THE COMMON SOUTH CORNER OF THE ILSE TRACT AND THE SCHNEIDER REMAINING PORTION, AND A WEST CORNER OF THE PREVIOUSLY MENTIONED SASSMAN TRACT;

THENCE LEAVING THE SCHNEIDER AND SASSMAN TRACTS, WITH THE COMMON OCCUPIED SOUTHEAST LINE OF THE ILSE TRACT AND THE NORTHEAST LINE OF THE OHNHEISER PROPERTIES, LP TRACT, THE FOLLOWING THREE COURSES:

1. NORTH 66°43'10" WEST 152.40 FEET TO A 14" ELM TREE,
2. NORTH 72°04'59" WEST 264.10 TO AN 8" TREE STUMP, AND
3. NORTH 73°55'27" WEST 34.91 FEET TO A 1/2" IRON SET FOR THE SOUTH CORNER OF THAT TRACT DESCRIBED AS 0.279 OF AN ACRE IN A DEED FROM MARTHA H. ILSE TO CALDWELL COUNTY, DATED AUGUST 22, 1990 AND RECORDED IN VOLUME 48, PAGE 487 OF THE CALDWELL COUNTY OFFICIAL RECORDS;

THENCE LEAVING THE OHNHEISER TRACT, WITH THE SOUTHEAST LINE OF THE CALDWELL COUNTY 0.279 OF AN ACRE TRACT AND IT'S EXTENSION, NORTH 37°32'33" EAST 163.96 FEET TO A 1/2" IRON ROD SET, PASS AT 5.12 FEET THE RECORD EAST CORNER OF THE CALDWELL COUNTY 0.279 OF AN ACRE TRACT AND THE SOUTH CORNER OF THAT TRACT DESCRIBED AS 0.563 OF AN ACRE IN A DEED FROM MARTHA H. ILSE TO CALDWELL, COUNTY, DATED AUGUST 22, 1990 AND RECORDED IN VOLUME 48, PAGE 676 OF THE CALDWELL COUNTY OFFICIAL RECORDS, PASS AT 105.12 FEET THE EAST CORNER OF THE CALDWELL COUNTY 0.563 OF AN ACRE TRACT;

THENCE NORTH 51°33'04" WEST 246.98 FEET TO A 1/2" IRON ROD SET IN THE COMMON NORTHWEST LINE OF THE ILSE TRACT AND THE SOUTHEAST LINE OF OLD SPANISH TRAIL;

THENCE WITH SAID COMMON LINE, NORTH 38°26'56" EAST 15.00 FEET TO A 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "BYRN SURVEY" FOR THE WEST CORNER OF PREVIOUSLY MENTIONED LOT 1, ILSE SUBDIVISION;

THENCE WITH THE SOUTHWEST LINE OF LOT 1, ILSE SUBDIVISION, SOUTH 51°33'04" EAST 192.85 FEET TO A 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "BYRN SURVEY" FOR THE SOUTH CORNER OF LOT 1, ILSE SUBDIVISION;

THENCE WITH THE SOUTHEAST LINE OF LOT 1, ILSE SUBDIVISION, NORTH 38°56'17" EAST 224.77 FEET TO A 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "BYRN SURVEY" FOR THE EAST CORNER OF LOT 1, ILSE SUBDIVISION;

THENCE WITH THE NORTHEAST LINE OF LOT 1, ILSE SUBDIVISION, NORTH 51°33'04" WEST 194.77 FEET TO THE PLACE OF BEGINNING.

THERE ARE CONTAINED WITHIN THESE METES AND BOUNDS 5.43 ACRES, MORE OR LESS, AS PREPARED FROM PUBLIC RECORDS AND A SURVEY MADE ON THE GROUND DURING OCTOBER, 2012 AND SEPTEMBER 2015 BY BYRN & ASSOCIATES, INC. OF SAN MARCOS, TEXAS. ALL 1/2" IRON RODS SET ARE CAPPED WITH A PLASTIC CAP STAMPED "BYRN SURVEY". THE BEARING BASIS FOR THIS DESCRIPTION WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, N. A. D. 83, SOUTH CENTRAL ZONE.

**Exhibit "B "**

DESCRIPTION OF 0.46 OF AN ACRE, MORE OR LESS, OF LAND AREA BEING A PORTION OF LOT 2, ILSE SUBDIVISION, CITY OF UHLAND, CALDWELL COUNTY, TEXAS AS RECORDED IN [CABINET B, SLIDE 190](#) OF THE CALDWELL COUNTY PLAT RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET IN THE COMMON SOUTHEAST LINE OF THE LOT 2 AND THE NORTHWEST LINE OF THAT TRACT DESCRIBED AS 0.75 OF AN ACRE IN A DEED FROM UHLAND MERCANTILE CO. TO MARSHALL FUCHS DATED NOVEMBER 19, 2004 AND RECORDED IN VOLUME 403, PAGE 185 OF THE CALDWELL COUNTY OFFICIAL RECORDS, FROM WHICH A 2" PIPE FENCE POST FOUND FOR THE EAST CORNER OF LOT 2 AND THE NORTH CORNER OF THE FUCHS TRACT BEARS NORTH 39° 15' 11" EAST 87.80 FEET;

THENCE LEAVING THE PLACE OF BEGINNING AS SHOWN ON THAT PLAT NUMBERED 26644-18-3-B, DATED FEBRUARY 14, 2018 AS PREPARED FOR WILLIAM ILSE OF BY BYRN & ASSOCIATES OF SAN MARCOS, TEXAS, WITH SAID COMMON LINE AND ITS EXTENSION, SOUTH 39° 15' 11" WEST 156.19 FEET TO 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "BYRN SURVEY" FOR THE SOUTH CORNER OF LOT 2 AND AN INTERIOR CORNER OF THE REMAINING PORTION OF THAT TRACT DESCRIBED AS 8.984 ACRES IN A DEED FROM LILLIAN WEISSER, ET AL TO MARTHA ILSE AND CARL HOMANN DATED JULY 7, 1967 AND RECORDED IN VOLUME 322, PAGE 22 OF THE CALDWELL COUNTY DEED RECORDS (LOT 2 BEING A PORTION OF THE ILSE AND HOMANN TRACT), PASS AT 112.82 FEET A 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "BYRN SURVEY" FOR THE WEST CORNER OF THE FUCHS TRACT AND AN EXTERIOR CORNER OF THE ILSE AND HOMANN REMAINING PORTION;

THENCE WITH THE SOUTHWEST LINE OF LOT 2, NORTH 51° 33' 04" WEST 160.52 FEET TO A 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "BYRN SURVEY" IN THE SOUTHEAST LINE OF THAT TRACT DESCRIBED AS 0.195 OF AN ACRE IN A DEED FROM EDWARD T. GAGE TO MARK E. GOODRICH DATED FEBRUARY 28, 2017 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 2017-001086 OF THE CALDWELL COUNTY OFFICIAL RECORDS, FOR THE WEST CORNER OF LOT 2, FROM WHICH A 1/2" IRON ROD FOUND FOR THE SOUTH CORNER OF THE GOODRICH TRACT BEARS SOUTH 36° 23' 14" WEST 33.33 FEET;

THENCE WITH THE COMMON NORTHWEST LINE OF LOT 2 AND THE SOUTHEAST LINE OF THE GOODRICH TRACT, NORTH 36° 23' 14" EAST 59.82 FEET TO A 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "BYRN SURVEY" IN THE SOUTHWEST LINE OF THAT TRACT DESCRIBED AS TRACT 1 IN A DEED FROM CARROLL JAMES ROACH TO ROBERT S. MARTINEZ DATED JULY 2, 2013 AND RECORDED IN CALDWELL COUNTY DOCUMENT NUMBER 133925 OF THE CALDWELL COUNTY OFFICIAL RECORDS;

THENCE LEAVING THE GOODRICH TRACT WITH A COMMON NORTHEAST LINE OF LOT 2 AND SOUTHWEST LINE OF THE MARTINEZ TRACT 1, SOUTH 52° 36' 06" EAST 20.43 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTH CORNER OF THE MARTINEZ TRACT 1 AND THE WEST CORNER OF THE MARTINEZ TRACT 2;

THENCE LEAVING THE MARTINEZ TRACT 1, WITH A COMMON NORTHEAST LINE OF LOT 2 AND THE SOUTHWEST LINE OF THE MARTINEZ TRACT 2, SOUTH 52° 37' 06" EAST 27.00 FEET TO A 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED. "BYRN SURVEY" FOR AN INTERIOR CORNER OF LOT 2 AND THE SOUTH CORNER OF THE MARTINEZ TRACT 2;

THENCE WITH THE COMMON NORTHWEST LINE OF LOT 2 AND THE SOUTHEAST LINE OF THE MARTINEZ TRACT 2, NORTH 45° 14' 58" EAST 92.15 FEET TO A 1/2" IRON ROD SET, FROM WHICH A 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "BYRN SURVEY" FOR AN INTERIOR CORNER OF LOT 2 AND THE EAST CORNER OF THE MARTINEZ TRACT 2 BEARS NORTH 45° 15' 58" EAST 7.99 FEET;

THENCE LEAVING THE MARTINEZ TRACT 2 AND CROSSING LOT 2, SOUTH 53° 42' 25" EAST 106.60 FEET TO THE PLACE OF BEGINNING.

THERE ARE CONTAINED WITHIN THESE METES AND BOUNDS 0.46 ACRES, MORE OR LESS, AS PREPARED FROM PUBLIC RECORDS AND A SURVEY MADE ON THE GROUND DURING OCTOBER, 2012

AND FEBRUARY 14, 2018 BY BYRN & ASSOCIATES, INC. OF SAN MARCOS, TEXAS. ALL 1/2" IRON RODS SET ARE CAPPED WITH A PLASTIC CAP STAMPED "BYRN SURVEY". THE BEARING BASIS FOR THIS DESCRIPTION WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

NOTE: The above tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to any changes or future adjustments that may be made by the Tax Assessor or by the County's Board of Equalization. No liability is assumed for the accuracy of the amount of taxes paid or for any changes imposed by said county authority





*First American*

## SCHEDULE B

Commitment For Title Insurance T-7

ISSUED BY

**First American Title Insurance Company**

G.F. No. or File No. **NCS-1164129-AUST**

### 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):  
  
We hereby delete the above exception
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 2023, 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 2023 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 (Owners Policy Only)
  - b. A 10 foot public utility and drainage easement reserved along the front and side property lines, as shown and as stated on the plat of record in [Cabinet B, Slide 185](#) of the Plat Records of Caldwell County, Texas. (Tract 1)
  - c. A 20 foot public utility and drainage easement reserved along the rear property line, as shown and as stated on the plat of record in [Cabinet B, Slide 185](#) of the Plat Records of Caldwell County, Texas.(Tract 1)
  - d. Building setback line(s) as shown and/or described on plat of record in [Cabinet B, Slide 185](#) of the Plat Records of Caldwell County, Texas. (Tract 1)
  - e. A power lines and access easement as described in [Volume 170, Page 626](#), [Volume 175, Page 58](#), and [Volume 231, Page 513](#), Deed Records of Hays County, Texas.
  - f. A water distribution lines easement along Old Spanish Trail granted to County Line Water Supply Corporation as described in [Volume 292, Page 22](#) of the Official Records of Caldwell County, Texas. (Tracts 1 and 2)
  - g. An access easement granted to Edward T. Gage as described in [Volume 106, Page 748](#) of the Official Public Records of Caldwell County, Texas. (Tract 2)
  - h. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
  - i. FEMA floodway located across the subject property, as shown on plat of record in [Cabinet B, Slide 185](#) of the Plat Records of Caldwell County, Texas. (Tract 1)
  - j. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title, including but not limited to fences not following the property boundaries, that would be disclosed by an accurate and complete land survey of the subject property. (Owner's Policy Only)



*First American*

# SCHEDULE C

Commitment For Title Insurance T-7

ISSUED BY

**First American Title Insurance Company**

G.F. No. or File No. **NCS-1164129-AUST**

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers, and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Deed of Trust:  
Recorded: Document No. [2018003203](#), Official Public Records of Caldwell County, Texas  
Grantor: Evan E. Voyles and Gail Chovan  
Trustee: Andrew Gary  
Beneficiary: William E. Ilse  
Amount: \$200,000.00  
Dated: June 8, 2018
6. There is pending in the 421st Judicial District Court under Cause No. 22-T 958 a lawsuit styled Caldwell County Appraisal District, et al vs. Evan E. Voyles, aka Evan Eason Voyles, et al, for delinquent taxes affecting subject property. Company requires that all taxes and court costs be paid in full together with a dismissal with prejudice of said lawsuit.
7. We must be furnished with evidence that the property constitutes no part of any marital homestead, or, in the alternative, 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. We reserve the right to make additional requirements concerning the spouse once identified to us.

8. This property appears to be located within the boundaries of Plum Creek Conservation and Groundwater District. Notice must be given to the proposed purchasers in accordance with the provisions of the Texas Water Code.
9. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement.

Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

10. If the Proposed Insured executes a Waiver of Inspection in the approved form, an exception to "Rights of the parties in possession" will be contained in the Owner's Policy when issued; however, the Proposed Insured may refuse to execute the Waiver, in which case the Company will require that an inspection be conducted by its agent, for which an inspection fee may be charged, and the Company reserves the right to make additional, particular exceptions in the Policy to matters revealed by the inspection.
11. We must be furnished with a satisfactory Affidavit as to Debts and Liens, executed by the seller/borrower or his/her/their authorized representative at the time of closing. We reserve the right to make additional requirements on the basis of this Affidavit.
12. You may request amendment of the Area and Boundary Exception to read "Shortages in Area". The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your Policy will insure you against loss because of non-expected discrepancies or conflicts in boundary lines, encroachments, or protrusions, or overlapping of improvements if you pay an additional five percent (5%) premium of the Basic Rate for T-1R Residential Owner Policy coverage, and if we are provided with a satisfactory survey, pursuant to Procedural Rule P2.
13. Your Owner's Title Policy will contain this coverage and you will be charged the appropriate additional premium unless, on or before the date of closing, you advise the company in writing that you wish to decline additional coverage.
14. The Texas Department of Insurance has approved a new Restrictions, Encroachments, Mineral Endorsements, T-19.1, to be available on Owner's Title Policies. This coverage was previously only available on Loan Policies. The T-19.1 Endorsements affords insurance against any previous violation or restrictions affecting the subject property, all rights of first refusal, all reversionary rights and any damage to the property due to future damages to the improvements because of an existing right to extract or develop minerals.
15. We will require a Premium of \$5.00 be collected for the Standard Tax Exception "Company insures that standby fees, taxes, assessments by any taxing authority for the year 2023 are not yet due and payable." (Loan Policy Only).
16. Effective May 1, 2019 the Texas Title Insurance Guaranty Association (TTIGA) requires \$2.00 to be collected per policy for the Guaranty Assessment Recoupment Charge (GARC). The Guaranty Assessment Recoupment Charge (GARC) will be \$2.00 for each owner's title policy and \$2.00 for each loan policy sold, and title agents will be required to remit and report this quarterly to the TTIGA.
17. NOTE TO BUYER: Any tract of land that is not a full, legally subdivided lot may be subject to a requirement of filing a new subdivision plat prior to any construction or improvement permit being issued. If applicable to this transaction, purchasers should contact the appropriate authority to confirm their property's status and their ability to use the property for their intended purposes.
18. FOR INFORMATION ONLY: The following conveyances involving the subject property were recorded within the last 24 months: None.

\*\*\*ADDRESS NOTE:

The following is being provided for informational purposes only and is not to be construed as a part

of the insuring provisions of this commitment or any policies issued in connection herewith:

According to information provided to us or discovered by us, the post office address of the real estate described herein is:

3 Old Spanish Trail

Kyle, TX 78640



*First American*

# SCHEDULE D

## Commitment For Title Insurance T-7

ISSUED BY

**First American Title Insurance Company**

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

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

**UNDERWRITER:** First American Title Insurance Company, a Nebraska Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public company formed in Delaware.

Directors: Kenneth D. DeGiorgio, Christopher M. Leavell, Greg L. Smith, Mark E. Seaton, Ellen C. Albrecht

Officers: President, Chief Executive Officer: Kenneth D. DeGiorgio; Senior Vice President, Secretary: Greg L. Smith; and Chief Financial Officer: Mark E. Seaton

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

**AGENT: First American Title Insurance Company (Direct Operation)**

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent: First American Financial Corporation 100%

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:  
NONE

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:  
Kenneth D. DeGiorgio, Christopher M. Leavell, Greg L. Smith, Mark E. Seaton, Ellen C. Albrecht

If the Title Insurance Agent is a corporation, the following is a list of its officers:  
Officers: President, Chief Executive Officer: Kenneth D. DeGiorgio; Senior Vice President, Secretary: Greg L. Smith; and Chief Financial Officer: Mark E. Seaton

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	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$125.00
Other	\$0.00
Total	\$125.00

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 Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Service
\$0.00 (or _____ %)	_____	_____
\$ (or %)	_____	_____
\$ (or %)	_____	_____

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



## FIRST AMERICAN TITLE INSURANCE 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 Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

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

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

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SIGNATURE

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DATE

