



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.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Comehl, Secretary

Countersigned at Austin, Texas

BY:

Deedee King

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 23, 2023** at 8:00 a.m.

GF No. **NCS-1164124-AUST**

Commitment No. **NCS-1164124-AUST**, issued **February 01, 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

(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: \$0.00
 PROPOSED INSURED:
 Proposed Borrower: 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**

3. Record title to the land on the Effective Date [appears to be vested in](#): **Evan E. Voyles and wife Gail Chovan, as to Tracts 1, 2 and 3**

Evan E. Voyles, as to Tract 4LLC

4. Legal description of land: TRACT 1:

0.33 ACRES OF LAND OUT OF THE JOHN STEWART LEAGUE, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO MAX E. SCHIWITZ, ET AL., BY G. SCHIWITZ, ET UX., BY DEED DATED OCTOBER 28, 1920, AND RECORDED IN [VOLUME 79, PAGE 570](#), OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT AN IRON STAKE SET FOR THE SOUTH CORNER OF THE TRACT HEREIN DESCRIBED, SAME BEING AT THE INTERSECTION OF A LINE 25 FEET NORTHWEST AND PARALLEL TO THE APPROXIMATE CENTERLINE OF THE OLD SAN ANTONIO-NACOGDOCHES ROAD, WITH A LINE 17 FEET NORTHEAST OF AND PARALLEL TO THE APPROXIMATE CENTERLINE OF THE UHLAND-KYLE ROAD;

THENCE, LEAVING THE SAID OLD SAN ANTONIO-NACOGDOCHES ROAD, WITH A LINE 17 FEET NORTHEAST OF AND PARALLEL TO THE APPROXIMATE CENTERLINE OF THE SAID UHLAND-KYLE ROAD, NORTH 45° 25' WEST, 148.22 FEET, TO AN IRON STAKE SET FOR THE MOST WESTERLY SOUTH-WEST CORNER OF THE TRACT HEREIN DESCRIBED, SAME BEING ON A SOUTHEAST LINE OF STATE HIGHWAY NO. 21;

THENCE, LEAVING THE SAID UHLAND-KYLE ROAD, WITH THE SOUTHEAST LINE OF THE SAID STATE HIGHWAY NO. 21, NORTH 05° 06' EAST, 25.27 FEET TO AN IRON STAKE SET FOR THE MOST NORTHERLY NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, CONTAINING WITH THE SOUTHEAST LINE OF THE SAID STATE HIGHWAY NO. 21, NORTH 57° 24' EAST, 70.92 FEET, TO AN IRON STAKE FOUND FOR THE NORTH CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, LEAVING THE SAID STATE HIGHWAY NO. 21, SOUTH 48° 55' EAST, 146.66 FEET, TO AN IRON STAKE FOUND FOR THE EAST CORNER OF THE TRACT HEREIN DESCRIBED, SAME BEING 25 FEET NORTHWEST OF THE APPROXIMATE CENTERLINE OF THE AFOREMENTIONED OLD SAN ANTONIO-NACOGDOCHES ROAD;

THENCE, WITH A LINE 25 FEET NORTHWEST OF AND PARALLEL TO THE APPROXIMATE CENTERLINE OF THE SAID OLD SAN ANTONIO-NACOGDOCHES ROAD, SOUTH 43° 19' WEST, 97.66 FEET, TO THE POINT OF BEGINNING CONTAINING 0.33 ACRES OF LAND.

TRACT 2:

BEING A PORTION OF THAT 63 ACRE TRACT OF LAND CONVEYED TO MAX E. SCHIWITZ BY MRS. BERTHA SCHIWITZ, ET AL, BY DEED DATED JUNE 1, 1934, AND RECORDED IN [VOLUME 107, PAGE 289](#), HAYS COUNTY DEED RECORDS, AND BEING PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON STAKE SET ON THE SOUTHEAST LINE OF THE STATE HIGHWAY #21 100 FOOT RIGHT-OF-WAY FOR THE NORTH CORNER OF THE TRACT HEREIN DESCRIBED, AND FROM WHICH THE EAST CORNER OF THE SAID SCHIWITZ 63 ACRE TRACT, THE SOUTH CORNER OF THAT 113.57 ACRE TRACT OF LAND CONVEYED TO D. W. MEEKS BY S. W. SITES BY DEED DATED OCTOBER 8, 1966, AND RECORDED IN [VOLUME 214, PAGE 110](#), HAYS COUNTY DEED RECORDS, AND THE RECORD LOCATION OF THE SOUTHEAST CORNER OF THE JOHN STEWART SURVEY IN THE APPROXIMATE CENTERLINE OF THE OLD SAN ANTONIO-NACOGDOCHES ROAD, AS PAVED AND USED UPON THE GROUND BEARS NORTH 56° 50' EAST 3182.04 FEET;

THENCE, LEAVING STATE HIGHWAY #21, SOUTH 48° 28' EAST 132.43 FEET TO AN IRON STAKE SET FOR THE EAST CORNER OF THE TRACT HEREIN DESCRIBED, BEING 25 FEET FROM THE APPROXIMATE CENTERLINE OF THE OLD SAN ANTONIO-NACOGDOCHES ROAD, AS PAVED AND USED UPON THE GROUND, SAME BEING THE SOUTHEAST LINE OF THE SAID SCHIWITZ 63 ACRE TRACT;

THENCE, 25 FEET FROM AND PARALLEL TO THE SAID APPROXIMATE CENTERLINE OF THE OLD SAN ANTONIO-NACOGDOCHES ROAD, THE SOUTHEAST LINE OF THE SAID SCHIWITZ 63 ACRE TRACT, SOUTH 54° 03' WEST 96.99 FEET TO AN IRON STAKE SET FOR THE SOUTH CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, LEAVING THE OLD SAN ANTONIO-NACOGDOCHES ROAD, NORTH 48° 55' WEST 138.62 FEET TO AN IRON STAKE SET FOR THE WEST CORNER OF THE TRACT HEREIN DESCRIBED, SAME BEING IN THE SOUTHEAST LINE OF THE SAID STATE HIGHWAY #21;

THENCE, WITH THE SOUTHEAST LINE OF STATE HIGHWAY #21, NORTH 57° 24' EAST 99.23 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.30 ACRES OF LAND.

TRACT 3:

BEING A PORTION OF THAT 63 ACRE TRACT OF LAND CONVEYED TO MAX E. SCHIWITZ BY MRS. BERTHA SCHIWITZ, ET AL, BY DEED DATED JUNE 1, 1934, AND RECORDED IN [VOLUME 107, PAGE 289](#), HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON STAKE SET IN THE SOUTHEAST LINE OF THE STATE HIGHWAY #21 100 FOOT RIGHT-OF-WAY FOR THE NORTH CORNER OF THE TRACT HEREIN DESCRIBED, SAME BEING THE WEST OF THAT 0.942 ACRE TRACT OF LAND CONVEYED TO ROBERT E. SCHNEIDER BY GLADYS SCHIWITZ SORRELLS, BY DEED DATED FEBRUARY 10, 1975, AND RECORDED IN [VOLUME 273, PAGE 557](#), HAYS COUNTY DEED RECORDS, AND FROM WHICH THE EAST CORNER OF THE SAID SCHIWITZ 63 ACRE TRACT, THE SOUTH CORNER OF THAT 113.57 ACRE TRACT OF LAND CONVEYED TO D. W. MEEKS BY S. W. SITES BY DEED DATED OCTOBER 8, 1996, AND RECORDED IN [VOLUME 214, PAGE 110](#), HAYS COUNTY DEED RECORDS AND THE RECORD LOCATION OF THE SOUTHEAST CORNER OF THE JOHN STEWART IN THE CENTER OF THE OLD SAN ANTONIO-NACOGDOCHES ROAD, AS PAVED AND USED UPON THE GROUND, BEARS NORTH 56° 47' EAST 2975.87 FEET;

THENCE, LEAVING STATE HIGHWAY #21, WITH FENCE, THE WEST LINE OF THE SAID SCHNEIDER 0.942 ACRE TRACT, SOUTH 24° 03' EAST 119.81 FEET TO AN IRON STAKE SET FOR THE EAST CORNER OF THE TRACT HEREIN DESCRIBED =, BEING 25 FEET FROM THE APPROXIMATE CENTERLINE OF THE OLD SAN ANTONIO-NACOGDOCHES ROAD, AS PAVED AND USED UPON THE GROUND, SAME BEING THE SOUTHEAST LINE OF THE SAID SCHIWITZ 63 ACRE TRACT;

THENCE, 25 FEET FROM AND PARALLEL TO THE SAID APPROXIMATE CENTERLINE OF THE OLD SAN ANTONIO-NACOGDOCHES ROAD, THE SOUTHEAST LINE OF THE SAID SCHIWITZ 63 ACRE TRACT, SOUTH 54° 03' WEST 152.43 FEET TO AN IRON STAKE SET FOR THE SOUTH CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, LEAVING OLD SAN ANTONIO-NACOGDOCHES ROAD, NORTH 48° 28' WEST 132.43 FEET TO AN IRON STAKE SET FOR THE WEST CORNER OF THE TRACT HEREIN DESCRIBED, SAME BEING ON THE SOUTHEAST LINE OF THE SAID STATE HIGHWAY #21;

THENCE, WITH THE SOUTHEAST LINE OF STATE HIGHWAY #21, NORTH 57° 24' EAST 206.18 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.51 ACRES OF LAND.

TRACT 4:

BEING A PORTION OF THAT 0.39 ACRE TRACT OF LAND DESCRIBED AS TRACT NO. 6, IN A CONVEYANCE TO THE CITY NATIONAL BANK OF AUSTIN BY MAX E. SCHIWITZ BY DEED DATED JULY 24, 1976, AND RECORDED IN [VOLUME 286, PAGE 707](#), HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING AT AN IRON STAKE FOUND AT THE MOST SOUTHERLY CORNER OF THE SAID TRACT NO. 6, FOR THE MOST SOUTHERLY CORNER OF THE TRACT HEREIN DESCRIBED, SAME BEING THE EAST CORNER OF THAT 0.33 ACRE TRACT OF LAND CONVEYED TO DON LIN, INC. BY THE UHLAND MERCANTILE COMPANY BY DEED DATED SEPTEMBER 21, 1979, AND RECORDED IN [VOLUME 332, PAGE 344](#), HAYS COUNTY DEED RECORDS, AND BEING ON THE NORTHWEST LINE OF THE OLD SAN ANTONIO-NACOGDOCHES ROAD;

THENCE, LEAVING THE SAID OLD SAN ANTONIO-NACOGDOCHES ROAD, WITH THE NORTHEAST LINE OF THE SAID LIN 0.33 ACRE TRACT, THE SOUTHWEST LINE OF THE SAID TRACT NO. 6, NORTH 48° 55' WEST, 82.71' FEET TO AN IRON STAKE SET, FOR THE MOST WESTERLY CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, LEAVING THE SAID LIN 0.33 ACRE TRACT, NORTH 51° 06' EAST, 120.38 FEET TO THE MOST NORTHERLY CORNER OF THE TRACT HEREIN DESCRIBED, SAME BEING ON THE NORTHEAST LINE OF THE SAID TRACT NO. 6, THE SOUTHWEST LINE OF THAT 0.30 ACRE TRACT OF LAND DESCRIBED AS TRACT NO. 5, IN A CONVEYANCE TO CAROLINE SCHIWITZ FUCHS BY MAX E. SCHIWITZ BY DEED DATED JULY 29, 1976, AND RECORDED IN [VOLUME 287, PAGE 225](#), HAYS COUNTY DEED RECORDS;

THENCE, WITH THE SOUTHWEST LINE OF THE SAID TRACT NO. 5, THE NORTHEAST LINE OF THE SAID TRACT NO. 6, SOUTH 48° 55' EAST, 88.42 FEET TO AN IRON STAKE FOUND ON THE NORTHWEST LINE OF THE AFOREMENTIONED OLD SAN ANTONIO-NACOGDOCHES ROAD, FOR THE MOST EASTERLY CORNER OF THE TRACT HEREIN DESCRIBED, SAME BEING THE MOST EASTERLY CORNER OF THE SAID TRACT NO. 6, AND BEING MOST SOUTHERLY CORNER OF THE SAID TRACT NO. 5;

THENCE, LEAVING THE SAID TRACT NO. 5, WITH THE NORTHWEST LINE OF THE SAME OLD SAN

ANTONIO-NACOGDOCHES ROAD, THE SOUTHEAST LINE OF THE SAID TRACT NO. 6, THE FOLLOWING COURSES NUMBERED (1) AND (2):

(1) SOUTH 54° 03' WEST, 118.24 FEET TO AN IRON STAKE FOUND;

(2) SOUTH 43° 19' WEST, 3.32 FEET TO THE POINT OF BEGINNING CONTAINING 0.23 ACRES OF LAND.

NOTE: The company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of the land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.



First American

SCHEDULE B

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

G.F. No. or File No. **NCS-1164124-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):

See Item 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 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. Item No. 1, Schedule B, is hereby deleted.
 - b. Rights of Parties in Possession.
 - c. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.
 - d. All encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land, including, without limitation, all visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (May be amended or deleted upon approval of survey.)
 - e. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.
 - 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.
 - g. Easement:
Purpose: Utility
Recorded: 7-6-1939 in [Volume 118, Page 577](#), of the Deed records, of Hays County, Texas.
 - h. Easement:
Purpose: Waterline
Recorded: 9-2-1983 in [Volume 401, Page 176](#), of the Deed records, of Hays County, Texas.
 - i. Easement:
Purpose: Waterline
Recorded: 9-15-1983 in [Volume 401, Page 849](#), of the Deed records, of Hays County, Texas.
 - j. Easement:
Purpose: Septic system line
Recorded: 5-15-1997 in [Volume 1312, Page 221](#), of the Official Public records, of Hays County, Texas.
 - k. Inclusion within Plum Creek Conservation District.
 - l. Inclusion within Plum Creek Ground Water Conservation District.



First American

SCHEDULE C

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

G.F. No. or File No. **NCS-1164124-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. Record a Release of Lis Pendens:
Cause No.: 15-0720
Plaintiff: The County of Hays, Texas, et al
Defendant: Evan E. Voyles aka Evan Easton Voyles, Gail Chovan
Recorded: 6-18-2015 in [Volume 5245, Page 509](#), of the Official Public records, of Hays County, Texas.
6. Water District: Plum Creek Conservation District
Requirement: Notice to be executed and recorded.
7. Water District: Plum Creek Ground Water Conservation District
Requirement: Notice to be executed and recorded.
8. The last deed to convey subject property recorded in [Volume 2073, Page 245](#) of the Official Public Records of Hays County, Texas.

9. The last deed to convey subject property recorded in [Volume 1273, Page 308](#) of the Official Public Records of Hays County, Texas.



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	\$0.00
Other	\$ _____
Total	\$0.00

Of this total amount \$0.00 (or ____ %) will be paid to the policy issuing Title Insurance Company; \$0.00 (or _____ %) 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 _____ %)	_____	_____
\$0.00 (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."

SIGNATURE

DATE

NOTICE REGARDING "BUSINESS PRESENCE"

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Austin Data, Inc. or Georgetown Data, Inc. or one of their subsidiaries (collectively "Austin Data"). Austin Data owns and maintains land title plants for Travis, and Williamson counties, Texas, and has granted our company a license to use one or more of these title plants.

Our company's right to access and use Austin Data's title plants is governed by the agreement we have with Austin Data. This agreement restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Austin Data's records and information.

We are permitted by Austin Data to provide your company with this title insurance commitment *if and only if* your company does not maintain a business presence in the county to which this title insurance commitment pertains.

Per our agreement with Austin Data, a "business presence" is established when a company conducts a real estate closing using its own employees, its agents or its representatives. *PLEASE NOTE: signs-ups, witness-only closings, accommodation closings, courtesy closings and similar activities (collectively referred to herein as a "sign-up") are considered to be a "real estate closing" per our agreement with Austin Data, and mobile notaries and signing services are considered to be your "agent or representative".*

In the event your company already has a business presence in the county to which this title insurance commitment pertains, immediately return it to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

In the event your company elects to conduct a real estate closing (including a sign up) within the physical boundaries of the county to which this title insurance commitment pertains (either using your own employees, an agent or a representative), such conduct would constitute an automatic violation by our company of the terms and conditions of our agreement with Austin Data, subjecting us to the assessment of liquidated damages by Austin Data.

Therefore, as an express condition for us providing you with the attached title insurance commitment and of your acceptance and use thereof, you specifically:

- (i) agree not to use this title insurance commitment to perform a real estate closing (including a sign-up) within the physical boundaries of the county to which this title insurance commitment pertains, either using your employees, an agent or a representative,
- (ii) warrant and represent to us that you do not now perform such real estate closings (including sign-ups) in the county to which this title insurance commitment pertains, and
- (iii) agree to indemnify and hold harmless our company from and against any liquidated damages assessed against us by Austin Data and all other liabilities, losses or damages incurred by us relating to, or arising out of, our company's providing this title insurance commitment to you.

IN THE EVENT YOUR COMPANY IS UNABLE OR UNWILLING TO COMPLY WITH THESE CONDITIONS, IMMEDIATELY RETURN THIS TITLE INSURANCE COMMITMENT TO OUR COMPANY, WITHOUT REVIEWING, COPYING, OR OTHERWISE UTILIZING IN ANY WAY THE INFORMATION CONTAINED THEREIN.