



## Planning and Zoning Commission

Monday, August 28, 2023 at 5:30 PM

Breckenridge City Offices Commission Chambers  
105 North Rose Avenue  
Breckenridge, Texas 76424

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### AGENDA

#### CALL TO ORDER

#### PUBLIC COMMENT

*This is an opportunity for the public to address the Commission on any matter of public business, except public hearings. Comments related to public hearings will be heard when the specific hearing begins.*

#### SCHEDULED AGENDA ITEMS

1. Discussion and any necessary action making recommendation to close the remaining portion of North Oakwood Avenue, lying between Blocks 44 and 45 of the Lakeview Addition of the City of Breckenridge, Texas.

#### ADJOURN

I certify that this notice was posted at the City Offices, 105 North Rose Avenue, Breckenridge, Texas by 4:00 P.M., Friday, August 25, 2023.

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Cynthia Northrop, City Manager

This facility is wheelchair accessible, and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (254)559-8287 or FAX (254)559-7322 for further information.

Removed from the City Offices bulletin board at \_\_\_\_\_ on \_\_\_\_\_ by \_\_\_\_\_.



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action making recommendation to close the remaining portion of North Oakwood Avenue, lying between Blocks 44 and 45 of the Lakeview Addition of the City of Breckenridge, Texas.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

The property owner at 1010 W. Elm – Lakeview Addition, Block 44, Lot 8, 9, & W/10 of 7, has had this property surveyed and a small section of the street was not conveyed by the city back in 1978. Instead of just referencing the street and the plat back then, they did a metes and bounds which only closed 38 feet of the 60-foot-wide street. The city would like to close any remaining portion of North Oakwood between blocks 44 and 45.

### **FINANCIAL IMPACT:**

### **STAFF RECOMMENDATION:**

Consider recommending the closing of the remaining portion of North Oakwood Ave. between Blocks 44 and 45 of the Lakeview Addition.



# Map

- Local Road Labels
- Local Roads
  - Extra-territorial Jurisdiction
  - City Limits
  - Stephens CAD Parcels

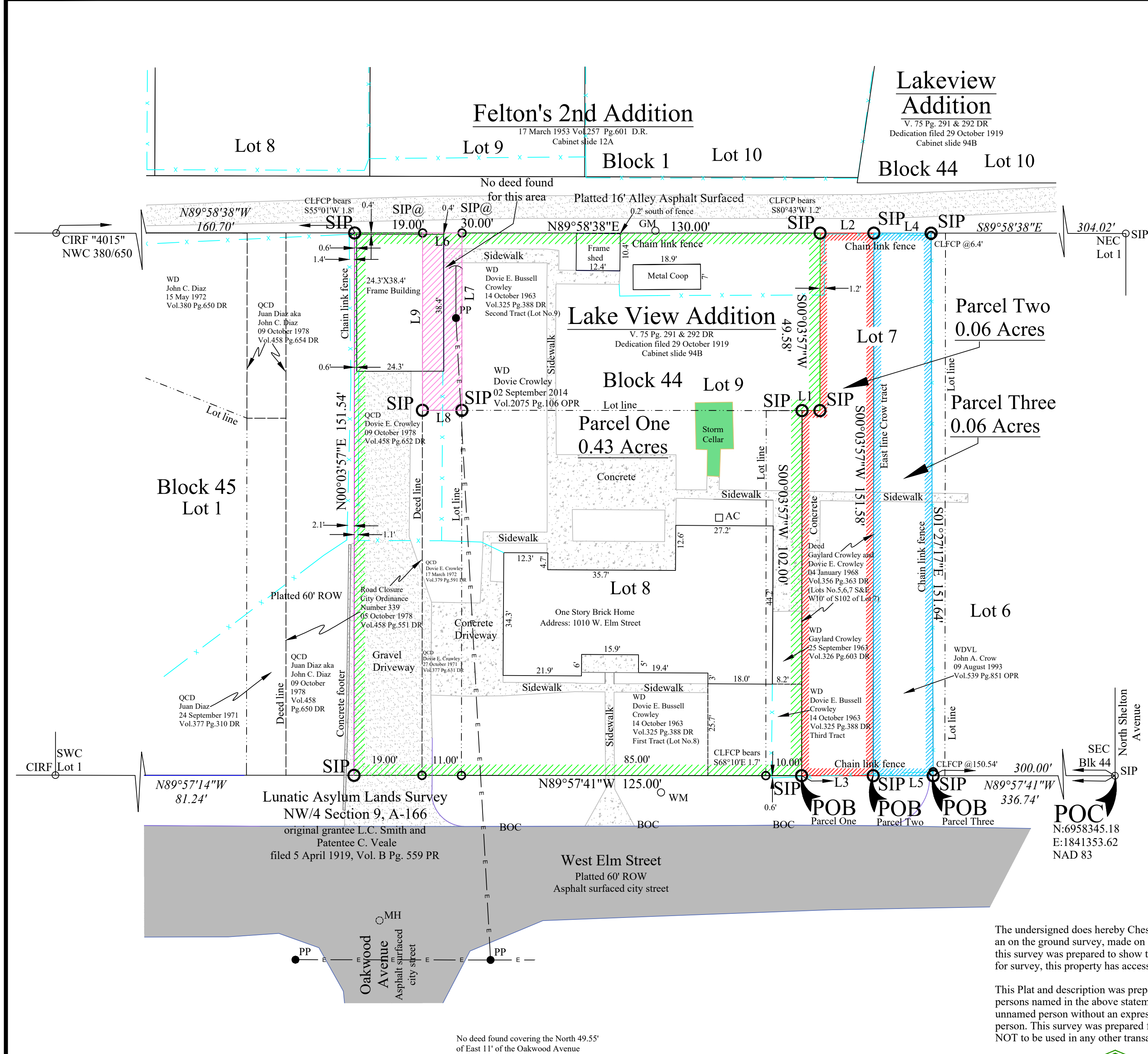


Data displayed were gathered by the City of Breckenridge for municipal purposes. No guarantee is made regarding suitability for any other use or purpose.



0 0.002 0.004 0.006 mi





# METES AND BOUNDS DESCRIPTION Parcel One - 0.43 Acre Tract

All that certain 0.43 acre tract or parcel of land situated in the City of Breckenridge in the northwest quarter of Section 9, of the Lunatic Asylum Lands, original grantee L. C. Smith and patentee C. Veale, patent filed 05 April 1919, and recorded in volume B page 559 of the Patent Records of the County of Stephens State of Texas, and said tract being part of Lot 7 and all of Lots 8 and 9 and part of an unnamed road between Block 44 and Block 45 of the Lake view Addition, an addition to the City of Breckenridge, according to plat of the same, dedication deed filed 29 October 1919, and recorded in volume 75 pages 291 and 292 of the Deed Records of Stephens County, and plat now located in the Plat Cabinet in Slide 94B of the Plat Records of said Stephens County, said tract being all of the First Tract, Second Tract and Third Tract, as described in deed to Dovie E. Bussell Crowley, filed 14 October 1963, and recorded in volume 325 page 388 of said deed records, and said tract being all of a tract as described in quit claim deed to Dovie E. Crowley, filed 27 October 1971, and recorded in volume 377 page 631 of said deed records, and said tract being all of a tract as described in quit claim deed to Dovie E. Crowley, filed 17 March 1972, and recorded in volume 379 page 591 of said deed records, and said tract being part of Road Closure by City Ordinance Number 339, filed 05 October 1978, and recorded in volume 458 page 551 of said deed records and being more particularly described as follows;

COMMENCING at a set 1/2 inch rebar at the intersection of the north line of West Elm Street and the west line of North Shelton Street, said rebar being the southeast corner of said Block 44;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Block 44 and with the north line of said Elm Street and passing at 300.00 feet a set 1/2 inch rebar, and continuing on said course passing at 316.74 feet a set 1/2 inch rebar being the southwest corner of a tract as described in deed to John A. Crow, filed 09 August 1993, and recorded in volume 539 page 851 of said deed records, and continuing on said course, a total distance of 336.74 feet to a set 1/2 inch rebar for the **POINT OF BEGINNING** and the southeast corner of the tract described herein, said rebar being the southeast corner of said Crowley Third Tract, same being the southwest corner of a tract as described in deed to Gaylard Crowley, filed 25 September 1963, and recorded in volume 326 page 603 of said deed records;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Block 44, and with the north line of said Elm Street, and passing at 10.00 feet a point being the southwest corner of said Lot 7, same being the southeast corner of said Lot 8 from which a chain link fence corner post bears South 68 degrees 10 minutes East, a distance of 1.7 feet, and continuing on said course with the south line of said Lot 8, and passing at 95.00 feet a point being the southwest corner of said Lot 8 and Block 44, same being the southeast corner of said Crowley Tract (377/631) same being the southeast corner of said Crowley Tract (379/631), and continuing on said course and passing at 106 feet a point being the southwest corner of said Crowley Tract (377/631), same being the southwest corner of said Crowley Tract (379/631), and continuing on said course, a total distance of 125.00 feet to a set 1/2 inch rebar in the centerline of a platted 60 foot right of way closed by City Ordinance Number 339, filed 458 page 551 of said deed records for the southwest corner of this tract, from said rebar a capped iron rod being the southwest corner of Lot 1 Block 45 of said subdivision bears North 89 degrees 57 minutes 14 seconds West, a distance of 81.24 feet;

THENCE: North 00 degrees 03 minutes 57 seconds East, with the centerline of said closed right of way, a distance of 151.54 feet to a set 1/2 inch rebar for the northwest corner of this tract, from said rebar a found capped iron rod with a plastic cap marked 4015 on the north line of Lot 3 of said Block 45 bears the northwest corner of a tract as described in deed to John C. Diaz, filed 15 May 1972, and recorded in volume 380 page 650 of said deed records bears North 89 degrees 58 minutes 38 seconds West, a distance of 160.70 feet, and from said rebar a chain link fence corner post bears South 55 degrees 01 minutes West, a distance of 1.8 feet;

THENCE: North 89 degrees 58 minutes 38 seconds East, and passing at 19.00 feet a set 1/2 inch rebar being the believed northeast corner of said Ordinance Number 339, and continuing on said course, and passing at 30.00 feet a set 1/2 inch rebar being the northwest corner of said Lot 9, Block 44, and continuing on said course with the north line of said Lot 9, a total distance of 125.00 feet to a set 1/2 inch rebar for the northeast corner of Lot 9, same being the northwest corner of said Lot 7, same being the northwest corner of said Gaylard Crowley tract (356/363), from said rebar a chain link fence corner post bears South 80 degrees 43 minutes West, a distance of 1.2 feet, and from said rebar set 1/2 inch rebar being the northwest corner of said Crow tract bears South 89 degrees 58 minutes 38 seconds East, a distance of 15.00 feet;

THENCE: South 00 degrees 03 minutes 57 seconds West, with the east line of said Lot 9 and the west line of said Lot 7, same being the west line of said Gaylard Crowley tract (356/363), a distance of 49.58 feet to a set 1/2 inch rebar for the most easterly southeast corner of this tract, same being the southeast corner of said Lot 9, same being an ell corner of said Gaylard Crowley tract (356/363);

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Lot 9, and the north line of said Lot 7, a distance of 5.00 feet to a set 1/2 inch rebar for an inner ell corner of this tract, same being the westernmost northeast corner of said Gaylard Crowley tract (356/363);

THENCE: South 00 degrees 03 minutes 57 seconds West, with the west line of said Gaylard Crowley tract (356/363), a distance of 102.00 feet to the **POINT OF BEGINNING** and containing 0.43 of an acre of land. NAD83 NCTZ Grid Bearings.

## METES AND BOUNDS DESCRIPTION Parcel Two - 0.06 Acre Tract

All that certain 0.06 acre tract or parcel of land situated in the City of Breckenridge in the northwest quarter of Section 9, of the Lunatic Asylum Lands, original grantee L. C. Smith and patentee C. Veale, patent filed 05 April 1919, and recorded in volume B page 559 of the Patent Records of the County of Stephens State of Texas, and said tract being part of Lot 7, Block 45 of the Lake view Addition, an addition to the City of Breckenridge, according to plat of the same, dedication deed filed 29 October 1919, and recorded in volume 75 pages 291 and 292 of the Deed Records of Stephens County, and plat now located in the Plat Cabinet in Slide 94B of the Plat Records of said Stephens County, and said tract being the remainder of a tract as described in deed to Gaylard Crowley and Dovie E. Crowley, filed 04 January 1968, and recorded in volume 356 page 363 of said deed records, and being more particularly described as follows;

COMMENCING at a set 1/2 inch rebar at the intersection of the north line of West Elm Street and the west line of North Shelton Street, said rebar being the southeast corner of said Block 44;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Block 44 and with the north line of said Elm Street and passing at 300.00 feet a set 1/2 inch rebar, and continuing on said course a total distance of 316.74 feet to a set 1/2 inch rebar for the **POINT OF BEGINNING** and the southeast corner of the tract being described herein, said rebar being the remainder southeast corner of said Gaylard Crowley tract, and said rebar being the southwest corner of a tract as described in deed to John A. Crow, filed 09 August 1993, and recorded in volume 539 page 851 of said deed records;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Lot 7, and with the north line of said Elm Street, a distance of 20.00 feet to a set 1/2 inch rebar for the southwest corner of this tract, same being the southwest corner of said Gaylard Crowley tract;

THENCE: North 00 degrees 03 minutes 57 seconds East, with the west line of said Gaylard Crowley tract, a distance of 102.00 feet to a set 1/2 inch rebar on the north line of said Lot 7, same being the south line of Lot 9 of said Block 44 for the most westerly northwest corner of said Gaylard Crowley tract;

THENCE: North 89 degrees 57 minutes 41 seconds East, with the north line of said Lot 7, and with the south line of said Lot 9, a distance of 5.00 feet to a set 1/2 inch rebar for an inner ell corner of this tract, same being an inner ell corner of said Lot 7, same being the southeast corner of said Lot 9;

THENCE: North 00 degrees 03 minutes 57 seconds East, with the west line of said Lot 7, and with the east line of said Lot 9, a distance of 49.58 feet to a set 1/2 inch rebar on the north line of said Block 44 for the most northerly northwest corner of said Lot 7, same being the northeast corner of said Lot 9;

THENCE: South 89 degrees 58 minutes 38 seconds East, with the north line of said Lot 7, a distance of 15.00 feet to a set 1/2 inch rebar for the northeast corner of this tract, same being the remainder northeast corner of said Gaylard Crowley tract, same being the northwest corner of said Crow tract;

THENCE: South 00 degrees 03 minutes 57 seconds West, with the remainder east line of said Gaylard Crowley tract, and with the west line of said Crow tract, a distance of 151.58 feet to a **POINT OF BEGINNING** and containing 0.06 of an acre of land. NAD83 NCTZ Grid Bearings.

## METES AND BOUNDS DESCRIPTION Parcel Three - 0.06 Acre Tract

All that certain 0.06 acre tract or parcel of land situated in the City of Breckenridge in the northwest quarter of Section 9, of the Lunatic Asylum Lands, original grantee L. C. Smith and patentee C. Veale, patent filed 05 April 1919, and recorded in volume B page 559 of the Patent Records of the County of Stephens State of Texas, and said tract being part of Lot 7, Block 45 of the Lake view Addition, an addition to the City of Breckenridge, according to plat of the same, dedication deed filed 29 October 1919, and recorded in volume 75 pages 291 and 292 of the Deed Records of Stephens County, and plat now located in the Plat Cabinet in Slide 94B of the Plat Records of said Stephens County, and said tract being part of a tract as described in deed to John A. Crow, filed 09 August 1993, and recorded in volume 539 page 851 of the Official Public Records of said Stephens County, and being more particularly described as follows;

COMMENCING at a set 1/2 inch rebar at the intersection of the north line of West Elm Street and the west line of North Shelton Street, said rebar being the southeast corner of said Block 44;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Block 44 and with the north line of said Elm Street a distance of 300.00 feet to a set 1/2 inch rebar for the southwest corner of said Crow tract, same being the remainder southeast corner of a tract as described in deed to Gaylard Crowley, filed 25 September 1963, and recorded in volume 326 page 603 of said deed records;

THENCE: North 00 degrees 03 minutes 57 seconds East, with the west line of said Crow tract, a distance of 151.58 feet to a set 1/2 inch rebar on the north line of said Lot 7 for the northwest corner of said Crow tract, same being the northeast remainder corner of said Crowley tract;

THENCE: South 89 degrees 58 minutes 38 seconds East, with the north line of said Lot 7, a distance of 15.98 feet to a set 1/2 inch rebar for the northeast corner of this tract;

THENCE: South 01 degrees 27 minutes 17 seconds East, and passing at 6.4 feet a chain link fence corner post, and continuing on said course with said fence, and passing at 150.54 feet a chain link fence corner post, and continuing on said course leaving said fence, a total distance of 151.64 feet to a **POINT OF BEGINNING** and containing 0.06 of an acre of land. NAD83 NCTZ Grid Bearings.

The undersigned does hereby Chester Bussell that the map or plat is based upon an on the ground survey, made on 23 January 2023 under my direct supervision, this survey was prepared to show the boundaries of the parcel as cited in request for survey, this property has access to a public roadway as shown.

This Plat and description was prepared for the exclusive use of the person or persons named in the above statements. Said statement does not extend to any unnamed person without an express restating by the surveyor naming said person. This survey was prepared for the transaction as dated hereon, and IS NOT to be used in any other transactions, and the copyrights are reserved.



ERIC BRENNAN, TEXAS  
REGISTERED PROFESSIONAL  
LAND SURVEYOR  
NUMBER 5560

Basis of Bearings  
NAD83 Grid Bearings  
Distances reflect surface  
measurements

Boundary survey on Three Parcels being 0.55 Acres of land, being part of Lot 7, all of Lots 8 and 9 and part of a now closed right of way of Block 44 of Lake View Addition, an addition to the City of Breckenridge, County of Stephens, State of Texas

**OWEN SURVEYING CO.**

FIRM #10069000 WWW.OWENSURVEYING.COM  
110 W. ELLIOTT ST., BRECKENRIDGE, TX 76424  
PHONE (254)559-9898 FAX (254)559-7372 CELL (254)559-0127

BOUNDARY PLAT: STEPHENS COUNTY  
DRAWN BY: CH CHECKED BY: EB

Scale: 1" = 20'  
Date: 07 June 2023  
Print Number B - 461B



## Commitment for Title Insurance



Issued by Old Republic National Title Insurance Company

We (Old Republic National 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

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.

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.

*Issued through the Office of:*

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
 A Stock Company  
 400 Second Avenue South, Minneapolis, Minnesota 55401  
 (612) 371-1111

\_\_\_\_\_  
 Authorized Countersignatory

By

President

Attest

Secretary

**ORT Form T-7**

Commitment for Title Insurance

**COMMITMENT FOR TITLE INSURANCE T-7****ISSUED BY****OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY****SCHEDULE A**Effective Date: **June 21, 2023, 07:00 am**GF No. **222406**Commitment No. \_\_\_\_\_, issued **July 6, 2023, 07:00 am**

1. The policy or policies to be issued are:
  - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED:
  - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: **\$150,000.00**  
PROPOSED INSURED: **Sam G. Smith and Barbara A. Smith**
  - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount: **\$130,000.00**  
PROPOSED INSURED: **Commercial Bank of Texas, N.A.**  
Proposed Borrower: **Sam G. Smith and Barbara A. Smith**
  - 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:  
**Tracts 1 & 2:**  
  
**Chester D. Bussell**  
  
**Tract 3:**  
  
**John A. Crow**



## 4. Legal description of land:

**Tract 1:**

All that certain 0.43 acre tract or parcel of land situated in the City of Breckenridge in the northwest quarter of Section 9, of the Lunatic Asylum Lands, original grantee L. C. Smith and patentee C. Veale, patent filed 05 April 1919, and recorded in volume B page 559 of the Patent Records of the County of Stephens State of Texas, and said tract being part of Lot 7 and all of Lots 8 and 9 and part of an unnamed road between Block 44 and Block 45 of the Lake View Addition, an addition to the City of Breckenridge, according to plat of the same, dedication deed filed 29 October 1919, and recorded in volume 75 pages 291 and 292 of the Deed Records of Stephens County, and plat now located in the Plat Cabinet in Slide 94B of the Plat Records of said Stephens County, said tract being all of the First Tract, Second Tract and Third Tract, as described in deed to Dovie E. Bussell Crowley, filed 14 October 1963, and recorded in volume 325 page 388 of said deed records, and said tract being all of a tract as described in quit claim deed to Dovie E. Crowley, filed 27 October 1971, and recorded in volume 377 page 631 of said deed records, and said tract being all of a tract as described in quit claim deed to Dovie E. Crowley, filed 17 March 1972, and recorded in volume 379 page 591 of said deed records, and said tract being part of Road Closure by City Ordinance Number 339, filed 05 October 1978, and recorded in volume 458 page 551 of said deed records and being more particularly described as follows;

COMMENCING at a set 1/2 inch rebar at the intersection of the north line of West Elm Street and the west line of North Shelton Street, said rebar being the southeast corner of said Block 44;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Block 44 and with the north line of said Elm Street and passing at 300.00 feet a set 1/2 inch rebar, and continuing on said course passing at 316.74 feet a set 1/2 inch rebar being the southwest corner of a tract as described in deed to John A. Crow, filed 09 August 1993, and recorded in volume 539 page 851 of said deed records, and continuing on said course, a total distance of 336.74 feet to a set 1/2 inch rebar for the POINT OF BEGINNING and the southeast corner of the tract described herein, said rebar being the southeast corner of said Crowley Third Tract, same being the southwest corner of a tract as described in deed to Gaylard Crowley, filed 25 September 1963, and recorded in volume 326 page 603 of said deed records;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Block 44, and with the north line of said Elm Street, and passing at 10.00 feet a point being the southwest corner of said Lot 7, same being the southeast corner of said Lot 8 from which a chain link fence corner post bears South 68 degrees 10 minutes East, a distance of 1.7 feet, and continuing on said course with the south line of said Lot 8, and passing at 95.00 feet a point being the southwest corner of said Lot 8 and Block 44, same being the southeast corner of said Crowley Tract (377 /631) same being the southeast corner of said Crowley Tract (379/631 ), and continuing on said course and passing at 106 feet a point being the southwest corner of said Crowley Tract (377/631), same being the southwest corner of said Crowley Tract (379/631), and continuing on said course, a total distance of 125.00 feet to a set 1/2 rebar in the centerline of a platted 60 foot right of way closed by City Ordinance Number 339, filed 458 page 551 of said deed records for the southwest corner of this tract, from said rebar a capped iron rod being the southwest corner of Lot 1 Block 45 of said subdivision bears North 89 degrees 57 minutes 14 seconds West, a distance of 81.24 feet;

THENCE: North 00 degrees 03 minutes 57 seconds East, with the centerline of said closed right of way, a distance of 151.54 feet to a set 1/2 inch rebar for the northwest corner of this tract, from said re bar a found capped iron rod with a plastic cap marked 4015 on the north line of Lot 3 of said Block 45 being the northwest corner of a tract as described in deed to John C. Diaz, filed 15 May 1972, and recorded in volume 380 page 650 of said deed records bears North 89 degrees 58 minutes 38 seconds West, a distance of 160.70 feet, and from said rebar a chain link fence corner post bears South 55 degrees 01 minutes West, a distance of 1.8 feet;

THENCE: North 89 degrees 58 minutes 38 seconds East, and passing at 19.00 feet a set 1/2 inch rebar being the believed northeast corner of said Ordinance Number 339, and continuing on said course, and passing at 30.00 feet a set 1/2 inch rebar being the northwest corner of said Lot 9, Block 44, and continuing on said course with the north line of said Lot 9, a total distance of 125.00 feet to a set 1/2 inch rebar for the northeast corner of Lot 9, same being the northernmost northwest corner of said Lot 7, same being the northwest corner of said Gay lard Crowley tract (356/363), from said rebar a chain link fence corner post bears South 80 degrees 43 minutes West, a distance of 1.2 feet, and from said rebar set 1\2 inch rebar being the northwest corner of said Crow tract bears South 89 degrees 58

minutes 38 seconds East, a distance of 15.00 feet;

THENCE: South 00 degrees 03 minutes 57 seconds West, with the east line of said Lot 9 and the west line of said Lot 7, same being the west line of said Gay lard Crowley tract (356/363), a distance of 49.58 feet to a set 1/2 inch rebar for the most easterly southeast corner of this tract, same being the southeast corner of said Lot 9, same being an ell corner of said Gay lard Crowley tract (356/363);

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Lot 9, and the north line of said Lot 7, a distance of 5.00 feet to a set 1/2 inch re bar for an inner ell corner of this tract, same being the westernmost northwest corner of said Gay lard Crowley tract (356/363);

THENCE: South 00 degrees 03 minutes 57 seconds West, with the west line of said Gaylard Crowley tract (356/363), a distance of 102.00 feet to the POINT OF BEGINNING and containing 0.43 of an acre of land.

NAD83 NCTZ Grid Bearings.

Tract 2:

All that certain 0.06 acre tract or parcel of land situated in the City of Breckenridge in the northwest quarter of Section 9, of the Lunatic Asylum Lands, original grantee L. C. Smith and patentee C. Veale, patent filed 05 April 1919, and recorded in volume B page 559 of the Patent Records of the County of Stephens State of Texas, and said tract being part of Lot 7, Block 45 of the Lake View Addition, an addition to the City of Breckenridge, according to plat of the same, dedication deed filed 29 October 1919, and recorded in volume 75 pages 291 and 292 of the Deed Records of Stephens County, and plat now located in the Plat Cabinet in Slide 94B of the Plat Records of said Stephens County, and said tract being the remainder of a tract as described in deed to Gaylard Crowley and Dovie E. Crowley, filed 04 January 1968, and recorded in volume 356 page 363 of said deed records, and being more particularly described as follows;

COMMENCING at a set 1/2 inch rebar at the intersection of the north line of West Elm Street and the west line of North Shelton Street, said rebar being the southeast corner of said Block 44;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Block 44 and with the north line of said Elm Street and passing at 300.00 feet a set 1/2 inch rebar, and continuing on said course a total distance of 316.74 feet to a set 1/2 inch rebar for the POINT OF BEGINNING and the southeast corner of the tract being described herein, said re bar being the remainder southeast corner of said Gaylard Crowley tract, and said rebar being the southwest corner of a tract as described in deed to John A. Crow, filed 09 August 1993, and recorded in volume 539 page 851 of said deed records;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Lot 7, and with the north line of said Elm Street, a distance of 20.00 feet to a set 1/2 inch re bar for the southwest corner of this tract, same being the southwest corner of said Gaylard Crowley tract;

THENCE: North 00 degrees 03 minutes 57 seconds East, with the west line of said Gay lard Crowley tract, a distance of 102.00 feet to a set 1/2 inch rebar on the north line of said Lot 7, same being the south line of Lot 9 of said Block 44 for the most westerly northwest corner of said Gaylard Crowley tract;

THENCE: South 89 degrees 57 minutes 41 seconds East, with the north line of said Lot 7, and with the south line of said Lot 9, a distance of 5.00 feet to a set 1/2 inch rebar for an inner ell corner of this tract, same being an inner ell corner of said Lot 7, same being the southeast corner of said Lot 9;

THENCE: North 00 degrees 03 minutes 57 seconds East, with the west line of said Lot 7, and with the east line of said Lot 9, a distance of 49.58 feet to a set 1/2 inch re bar on the north line of said Block 44 for the most northerly northwest corner of said Lot 7, same being the northeast corner of said Lot 9;

THENCE: South 89 degrees 58 minutes 38 seconds East, with the north line of said Lot 7, a distance of 15.00 feet to a set 1/2 inch rebar for the northeast corner of this tract, same being the remainder northeast corner of said Gay lard



Crowley tract, same being the northwest corner of said Crow tract;

THENCE: South 00 degrees 03 minutes 57 seconds West, with the remainder east line of said Gaylard Crowley tract, and with the west line of said Crow tract, a distance of 151.58 feet to a POINT OF BEGINNING and containing 0.06 of an acre of land.

NAD83 NCTZ Grid Bearings.

Tract 3:

All that certain 0.06 acre tract or parcel of land situated in the City of Breckenridge in the northwest quarter of Section 9, of the Lunatic Asylum Lands, original grantee L. C. Smith and patentee C. Veale, patent filed 05 April 1919, and recorded in volume B page 559 of the Patent Records of the County of Stephens State of Texas, and said tract being part of Lot 7, Block 45 of the Lake view Addition, an addition to the City of Breckenridge, according to plat of the same, dedication deed filed 29 October 1919, and recorded in volume 75 pages 291 and 292 of the Deed Records of Stephens County, and plat now located in the Plat Cabinet in Slide 94B of the Plat Records of said Stephens County, and said tract being part of a tract as described in deed to John A. Crow, filed 09 August 1993, and recorded in volume 539 page 851 of the Official Public Records of said Stephens County, and being more particularly described as follows;

COMMENCING at a set 1/2 inch rebar at the intersection of the north line of West Elm Street and the west line of North Shelton Street, said rebar being the southeast corner of said Block 44;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Block 44 and with the north line of said Elm Street a distance of 300.00 feet to a set 1/2 inch rebar for the POINT OF BEGINNING and the southeast corner of the tract being described herein;

THENCE: North 89 degrees 57 minutes 41 seconds West, with the south line of said Lot 7, and with the north line of said Elm Street, a distance of 16.74 feet to a set 1/2 inch re bar for the southwest corner of said Crow tract, same being the remainder southeast corner of a tract as described in deed to Gaylard Crowley, filed 25 September 1963, and recorded in volume 326 page 603 of said deed records;

THENCE: North 00 degrees 03 minutes 57 seconds East, with the west line of said Crow tract, a distance of 151.58 feet to a set 1/2 inch rebar on the north line of said Lot 7 for the northwest corner of said Crow tract, same being the northeast remainder corner of said Crowley tract;

THENCE: South 89 degrees 58 minutes 38 seconds East, with the north line of said Lot 7, a distance of 15.98 feet to a set 1/2 inch rebar for the northeast corner of this tract;

THENCE: South 01 degrees 27 minutes 17 seconds East, and passing at 6.4 feet a chain link fence corner post, and continuing on said course with said fence, and passing at 150.54 feet a chain link fence corner post, and continuing on said course leaving said fence, a total distance of 151.64 feet to a POINT OF BEGINNING and containing 0.06 of an acre of land.

NAD83 NCTZ Grid Bearings.

NOTE: The Company is prohibited from insuring the area or quantity of land. Any statement in the legal description contained in Schedule A as to the area or quantity of 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.

# COMMITMENT FOR TITLE INSURANCE T-7

## ISSUED BY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):~~
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 \_\_\_\_\_ 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. **Any easement, roadway dedication, or pipeline or other right of way servitudes on, under, over or across the property herein described, or any part thereof, visible, invisible, similar or dissimilar, if any, so as to give notice thereof.**
  - b. **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.**
  - c. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY).**
  - d. **Liability hereunder at the date hereof is limited to \$0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy. (OWNER POLICY ONLY) (THIS EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS).**
  - e. **Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of Stephens County, Texas, prior to the date hereof. (THIS EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS).**
  - f. **Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy. (LOAN POLICY ONLY) (THIS EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONSTRUCTION OF IMPROVEMENTS, CONSTRUCTION OR REPAIR, AND LOAN PROCEEDS ARE FULLY DISBURSED).**
  - g. **Interest in and to all coal, lignite, oil, gas and other minerals, and/or any royalty interest, and all rights incident thereto, contained in plat dedication executed by B.S. Walker recorded in Volume 75, Page 291, Deed Records, Stephens County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).**
  - h. **Terms, conditions and provisions of Ordinance, filed by the City of Breckenridge in Volume 163, Page 6, Deed Records, Stephens County, Texas.**
  - i. **Interest in and to all coal, lignite, oil, gas and other minerals, and/or any royalty interest, and all rights incident thereto, contained in plat dedication executed by Alice Walker to Amos W. Myers, recorded in Volume 201, Page 132, Deed Records, Stephens County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument,**

and the Company makes no representation as to the ownership or holder of such interest(s).

- j. **Right of Way Deed dated 7/27/1960, executed by Gaylord Crowley et ux the State of Texas, recorded in Volume 308, Page 349, Deed Records, Stephens County, Texas.**
- k. **Title Company specifically excludes from coverage and excepts to any right title or interest owned by, and any claims or other matter which may exist or arise, as to 50'x11' portion of roadway lying West of Lot 9, Blk 44, said tract being shown on Survey dated 6/7/2023, prepared by Eric Brennan, RPLS #5560 of Owen Surveying Co.**
- l. **Any rights, claims, or other matters which may exist or arise by virtue of protrusion of Frame Building into uninsured 50'x11' portion of roadway lying West of Lot 9, Blk 44, said tract being shown on Survey dated 6/7/2023, prepared by Eric Brennan, RPLS #5560 of Owen Surveying Co.**
- m. **Easement(s) and all rights incident thereto, evidenced by Overhead Electric, shown on Survey dated 6/7/2023, prepared by Eric Brennan, RPLS #5560 of Owen Surveying Co.**
- n. **No liability is assumed by reason of the encroachment or protrusion of fences, sidewalk and driveway into or outside of the boundary line(s) shown on Survey dated 6/7/2023, prepared by Eric Brennan, RPLS #5560 of Owen Surveying Co.**
- o. **Rights of parties in possession. (Applies to Owner's Policy only.)**

## COMMITMENT FOR TITLE INSURANCE T-7

### ISSUED BY

*OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY*

### SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.**
6. **The right is reserved to make and insert additional exceptions and/or requirements based upon an examination of the survey, conveyance and loan documents, up to and including the issuance of said policy.**
7. **NOTE: Procedural Rule P-27 as provided for in Article 9.39a of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account, therefore you will be required to bring cash, cashier's check or make arrangements to wire funds to cover your closing costs.**
8. **Require Seller to properly execute an Affidavit as to Debts and Liens stating there are no outstanding liens against subject property other than those described in this commitment and original of said affidavit to be furnished to Big Country Title.**
9. **Require Buyer to sign a Waiver of Inspection, wherein they acknowledge that the Owner's Title Policy will be issued subject to "rights of parties in possession," and original of such to be furnished to Big Country Title. "Rights of parties in possession" will ONLY be deleted if an inspection of subject property is made (by Title Company) and paid for which shows no parties in possession other than the Sellers.**

10. **Require picture IDs for all signatories.**
11. **Proof of payment of taxes up to and including 2022.**
12. **Company requires notary stamps/seals to include the notary's license number to satisfy legal requirements as described in the House Bill 1683 that made changes to Sections of Chapter 406 of the Government Code. Therefore, company may reject any documents that fail to satisfy this requirement.**
13. **Per Underwriting guidelines, all signings must be conducted:**
  1. **In the presence of an authorized employee of Title Company; or,**
  2. **Utilizing a bonded, licensed notary service; or**
  3. **Under the supervision of an attorney actively licensed in the state where the document signing takes place.**

**If a signing is to be conducted utilizing a bonded, licensed notary service and the party(ies) request Company to schedule such service, the request must be in writing using Company's form; said form to be provided to Company prior to closing. If a signing is to be conducted utilizing a bonded, licensed notary service and the service is not scheduled by Company, require acceptable proof of utilization of such service be provided to Company.**

14. **If a Durable Power of Attorney (DPOA) is to be used, upon presentation of the DPOA to Company:**
  1. **Company may reject the DPOA pursuant to Section 751.206 of the Texas Estates Code.**
  2. **If Company accepts the DPOA, pursuant to Section 751.201 of the Texas Estates Code, require the DPOA and the following, as applicable, be recorded in the Office of the County Clerk of Stephens County, Texas:**
    - a. **Acceptable Agent's Certificate and/or,**
    - b. **Opinion of Counsel and,**
    - c. **If a Non-English DPOA, a translation of such.**
  3. **If the DPOA is effective upon the incapacity of the principal, require acceptable letter from doctor stating such.**

**NOTE: If said DPOA is to be used by a Borrower to this transaction, it may need to be approved by the Lender. If Company is to present the DPOA to the Lender for approval, require notification of such in writing.**

15. **As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:**
  - **Remote online notarization will be available as an option for property that is a 1-4 family residential with a policy amount of \$1,000,000 or less. Transactions in excess of \$1,000,000 or involving non-1-4 residential property will be considered on a case-by-case basis.**
  - **Confirmation prior to closing that the County Clerk of Stephens County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.**
  - **Electronic recordation of the instruments to be insured in the Official Public Records of Stephens County, Texas.**
  - **Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.**
  - **Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.**
  - **All transaction parties must consent in writing to the use of electronic signatures and the remote online notarization process. Any closing instructions must explicitly authorize the use of remote online notarization to conduct the closing.**



- If the transaction is a Home Equity transaction, remote online notarization may not be used in the execution of the documents.

Upon confirmation of the consent of all transaction parties to the use of electronic signatures and the remote online notarization process, Title Company reserves the right to make additional requirements and/or exceptions.

16. Require Exemplified copy of probate for James Royce Bussell filed under Cause No. 15053A, 21st Judicial Court, Parish of Livingston, State of Louisiana to be filed of record in the Office of the County Clerk, Stephens County, Texas.
17. Title Company assumes that Scott Bussell, Rex Bussell, Suzanne Villa who executed conveyance recorded in Volume 2075, Page 106, Official Public Records, Stephens County, Texas, are one and the same as "James Scott Bussell, Cheryl Suanna Bussell, and Wendell Rex Bussell" referenced in Probate filed under Cause No. 15053A, 21st Judicial Court, Parish of Livingston, State of Louisiana. If so, require acceptable proof stating such to be filed of record in the Office of the County Clerk, Stephens County, Texas. Title Company reserves the right to revise this Commitment, and possible further requirement and/or exception, upon review of said proof.
18. Intentionally Deleted.  
  
Intentionally Deleted.
19. Our search did not disclose any open Deeds of Trust of record in the Office of the County Clerk of Stephens County, Texas. If you have knowledge of any outstanding obligation, please contact Company immediately for further review prior to closing.
20. If Seller(s) are married, require spouse(s) join in conveyance, or require Seller(s) to execute instrument(s) of conveyance as separate and non-homestead property. If not married, Seller(s) to execute as single person(s), whose marital status has not changed since subject property was acquired. If married and subject property is separate and non-homestead property, require Seller execute an affidavit disclaiming the herein described property as homestead and designating their Texas homestead property.
21. Intentionally Deleted.
22. Tract 3 was conveyed to John A. Crow by deed dated 8/5/1983, recorded in Volume 539, Page 851, Deed Records, Stephens County, Texas. It appears per the survey that the E20' of Lot 7, is under fence, however, Title Company does not find conveyance out of John A. Crow. If said tract is to be insured, require John A. Crow, his heirs/devisees convey their interest in Tract 3 and said conveyance be filed of record in the Office of the County Clerk, Stephens County, Texas. If said tract is not to be included in subject transaction, the following exception will be included on Sch. B hereof:  
  
"Title Company specifically excludes from coverage and excepts to any right title or interest owned by, and any claims or other matter which may exist or arise, as to Tract 3, shown on Survey dated 6/7/2023, prepared by Eric Brennan, RPLS #5560 of Owen Surveying Co."

Continuation of Schedule C

GF No. **222406**

Countersigned  
**Big Country Title, LLC**

By \_\_\_\_\_  
Authorized Countersignature

## COMMITMENT FOR TITLE INSURANCE T-7

**SCHEDULE D**

GF No. 222406

Effective Date: **June 21, 2023, 07:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

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

**DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

CRAIG R. SMIDDY	JOHN M. DIXON	STEVE R. WALKER
MICHAEL D. KENNEDY	ARNOLD L. STEINER	A. C. ZUCARO
RANDE K. YEAGER	JIMMY A. DEW	FREDERICKA TAUBITZ
STEVEN J. BATEMAN	CHARLES F. TITTERTON	SPENCER LEROY, III
PETER B. MCNITT	GLENN W. REED	CHARLES J. KOVALESKI
HARRINGTON BISCHOF		

**OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

CAROLYN J. MONROE, President	RANDE K. YEAGER, Executive Chairman
MARK A. BILBREY, CEO	JEFFREY J. BLUHM, Executive Vice President
CURTIS J. HOFFMAN, Executive Vice President	MARK M. BUDZINSKI, Executive Vice President
DANA C. SOLMS, Executive Vice President	PATRICK A. CONNOR, Executive Vice President
DANIEL M. WOLD, Executive President, Secretary, General Counsel	BENEDICT CORBETT, Vice President, Treasurer
GARY J. HORN, Executive Vice President	ROGER A. GAIO, Executive Vice President
CHERYL JONES, Executive Vice President	ROBERT E. ZELLER, Executive Vice President
CHRIS G. LIESER, Executive Vice President	MICHAEL B. SKALKA, Executive Vice President

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

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:
- (a) A listing of each shareholder, owner, partner or other person having, owning or controlling one (1%) or more of the Title Insurance Agent that will receive a portion of the premium is as follows:
- Nathan Lowry, President and Director
- Misty Lowry, Executive Vice President and Director
- (b) A listing of each 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 that will receive a portion of the premium are as follows:
- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.
- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.
- (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in paragraphs (s) or (b).
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	<b>\$1,096.00</b>
Loan Policy	<b>\$100.00</b>
Endorsement Charges	<b>\$95.00</b>
Other	<b>\$0.00</b>



Total

\$1,291.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."		

## COMMITMENT FOR TITLE INSURANCE (Form T-7)

### 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 entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of 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 (800) 328-4441 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.

## 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 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





## 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

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

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 1-888-678-1700 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

- 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

## 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."