

2003127TC



TEXAS
COMMITMENT FOR TITLE INSURANCE (T-7)
ISSUED BY
WFG NATIONAL 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, WFG 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 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.

WFG NATIONAL TITLE INSURANCE COMPANY

By: _____
President

ATTEST:
Secretary



By _____

Authorized Signature

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.

WFG NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: March 10, 2020 at 07:00 AM

GF Number: 2003127TG

Commitment Number: 2003127TG, issued March 26, 2020 at 11:01-AM

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED:
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
-- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$ 26,846,431.00
PROPOSED INSURED:
FIRST FINANCIAL BANK, N.A.
Proposed Borrower:
CREEK 27, LLC, A TEXAS LIMITED LIABILITY COMPANY
 - 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:
 - g. 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:
CREEK 27, LLC, A TEXAS LIMITED LIABILITY COMPANY
4. Legal description of land:
Hardin Addition Section One (1), per plat recorded in Cabinet G, Slide 395, Plat Records of Tom Green County, Texas.

SURETY TITLE COMPANY

By: 
SURETY TITLE COMPANY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

GF Number: 2003127TG

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):
EXCEPTION NUMBER 1 IS HEREBY DELETED
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 2020, 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 2020 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.):

SCHEDULE C

GF Number: 2003127TG

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:
 - 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. We must be furnished with a properly executed Affidavit as to Debts and Liens and Waiver of Inspection (if a purchase) executed by Seller/Borrower.
6. The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$1,000,000.00 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, please inform us through your loan closing instructions.
7. Note to all buyers, sellers, borrowers, lenders and all parties having a vested interest in the transaction covered by this Commitment. The following constitutes a MAJOR CHANGE in the procedures and requirements for disbursement of funds by this company in regard to this transaction: The Texas Department of Insurance adopted Procedural Rule P-27 which requires that "GOOD FUNDS" be received and deposited before a Title Agency may disburse from its Trust Fund Account. "GOOD FUNDS" is defined as (1) cash or wire transfers; (2) certified funds, including, certified checks and cashier's checks which are issued on a federally insured bank; (3) uncertified funds in amounts less than \$1500.00, including checks, travelers checks, money orders and negotiable orders of withdrawal; PROVIDED MULTIPLE ITEMS SHALL NOT BE USED TO AVOID THE \$1500.00 LIMITATION; and (4) uncertified funds in amounts of \$1500.00 or more, drafts, and any other item when collected by the Financial Institution.
8. Payment of any and all taxes and assessments now due and payable, up to and including the year 2019
9. Item 2, Schedule B will be amended to read "Shortages in Area" in the Mortgagee's Title Policy if we are furnished a survey prepared by an approved licensed surveyor who certifies that there are no discrepancies, conflicts in boundary lines, or any encroachment, or any overlapping of improvements.
10. Item 2, Schedule B will be amended to read "Shortages in Area" in the Owner's Title Policy if we are furnished a survey prepared by an approved licensed surveyor who certifies that there are no discrepancies, conflicts in boundary lines, or any encroachment, or any overlapping of improvements, and the payment of the additional premium required for this amendment.

SCHEDULE C
(Continued)

GF Number: 2003127TG

11. "Rights of Parties in Possession" shown in Schedule B of this commitment will be deleted from the Owner's Title Policy ONLY if an inspection is made and paid for which shows no parties in possession other than the purchasers. If such an inspection is not required, the purchaser must sign a Waiver of Inspection and acknowledge that they understand that the Owner's Title Policy will be issued subject to the rights of parties in possession.
12. The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate of interest to be insured or otherwise ascertaining details of the transaction.
13. Satisfy yourself that all 2019 and prior years' taxes are paid and current.
14. Commercial Deed of Trust dated November 5, 2019, executed by Creek27, LLC, a Texas Limited Liability Company, securing \$1,332,500.00 in favor of Happy State Bank, recorded in Clerk #201916507, Official Public Records of Real Property, Tom Green County, Texas.

Requirement: Obtain and file for record a release.
15. Creek27, LLC, a Limited Liability Company should execute a note and deed of trust securing \$26,846,431.00 in favor of First Financial Bank, N.A. and said deed of trust should be filed for record.
16. Obtain verification from the office of the Secretary of State of Texas that the certificate of limited partnership for Creek27, LLC, is properly filed.
17. With respect to Creek27, a Limited Liability Company, Company requires the following matters to be submitted to it for review:
 - a) Copy of the articles of organization and any amendments thereto;
 - b) Copy of the certificate of organization issued by the Texas Secretary of State;
 - c) Copy of regulations of the limited liability company;
 - d) Statement by manager(s) of the limited liability company (or statement by the members of the limited liability company if it is member managed) that the proposed transaction does not involve a sale of substantially all of the assets of the limited liability company;
 - e) A certificate of incumbency stating the names of all the limited liability company to include the managers, officers, or members (if member managed).



SCHEDULE D

The information contained in this Schedule D does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

Pursuant to the requirement of Rule P-21, Basic Manual 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 WFG National Title Insurance Company:

DIRECTORS:	OFFICERS:
Ken Diekroeger, Chairman	Ken Diekroeger, Chairman of the Board
Jacob Mizrahi	Patrick F. Stone, Chief Executive Officer and President
James Rauh	Michael Gallaher, Chief Financial Officer and Treasurer
Patrick F. Stone	Steven Winkler, Chief Underwriting Counsel and Secretary
	Joseph Drum, Executive Vice President, Agency Operations
	Joseph McCabe, Executive Vice President/General Counsel
	John Wooldridge, Vice President/Controller

Williston Financial Group LLC owns 100% of the stock of WFG National Title Insurance Company. Williston Holdings LLC owns 100% of the LLC interests in Williston Financial Group LLC.

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: DARBY TITLE, INC. D/B/A SURETY TITLE COMPANY

a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:
W. Drew Darby and San Angelo Abstract Company, Inc.

b. 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:
Darby Children Irrevocable Trust

c. The following persons are officers and directors of the Title Insurance Agent:

DIRECTORS:	OFFICERS:
W. Drew Darby	W. Drew Darby President
Clarisa F. Darby	Clarisa F. Darby Secretary/Treasurer

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	\$	86,802.00
Total	\$	<u>86,802.00</u>

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

AMOUNT	TO WHOM	FOR SERVICES
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*The estimate premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance. This Commitment is invalid unless the insuring provisions of Schedules A, B and C are attached.

WFG NATIONAL TITLE INSURANCE COMPANY

TEXAS TITLE INSURANCE INFORMATION

<p>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.</p>	<p>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.</p>
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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 Exception, 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 WFG National Title Insurance Company at 1-877-366-8781 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 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."

SIGNATURE

DATE

SIGNATURE

DATE

IMPORTANT INFORMATION

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER 1-800-257-2842. ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT 1-800-252-3439 to obtain information on:

1. Filing a complaint against an insurance company or agent,
2. Whether an insurance company or agent is licensed,
3. Complaints received against an insurance company or agent,
4. Policyholder rights, and
5. A list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE, P.O. BOX 149104, AUSTIN, TEXAS 78714-9104. FAX NO. (512) 475-1771.

AVISO IMPORTANTE

PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS 1-800-257-2842. TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL 1-800-252-3439 para obtener informacion sobre:

1. Como someter una queja en contra de una compania de seguros o agente de seguros,
2. Si una compania de seguros o agente de seguros tiene licencia,
3. Quejas recibidas en contra de una compania de seguros o agente de seguros,
4. Los derechos del asegurado, y
5. Una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS, P.O. BOX 149104, AUSTIN, TEXAS 78714-9104. FAX NO. (512) 475-1771.



PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of WFG.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

If you have any questions about this Privacy Policy Notice, please contact us by writing to:

WFG National Title Insurance Company
12909 SW 68th Parkway, Suite 350
Portland, Oregon 97223

SCHEDULE B

(Continued)

GF Number: 2003127TG

- a. 20' utility easement, 15' utility easement, 28' utility easement, 25' building line, 10' utility easement, 50' utility easement, 53' utility easement, 54' utility easement and 20' sewer easement as shown on plat recorded in Cabinet G, Slide 395, Plat Records of Tom Green County, Texas.
- b. Easement filed for record on February 2, 1931, from Davis Sheen to Texas Public Service Company as described and recorded in Volume 164, Page 517, Deed Records of Tom Green County, Texas.
- c. Flowage Easement filed for record on June 1, 1964, executed by Tom Lear and Kenneth Eschman in favor of the City of San Angelo as described and recorded in Volume 462, Page 455, Deed Records of Tom Green County, Texas.
- d. Easement filed for record on April 25, 1974, from Kenneth Eschman, et al, to West Texas Utilities Company as described and recorded in Volume 612, Page 259, Deed Records of Tom Green County, Texas.
- e. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete survey of the land.

Note: Upon receipt of a current survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.

- f. Rights and claims of adjoining property owners in and to that portion of the property, if any, which lies inside record title boundary but outside fences; and inside fences, but outside recorded title boundary.
- g. Any land lying within the confines of any public or private roadway which the public or other persons might have acquired by fee simple title or by prescription, dedication or otherwise, and subject to the rights of the public or other persons therein.
- h. All leases, grants, exception or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- i. SELLER and BUYER are hereby advised of the existence of certain Rules and Regulations regarding subdivision of property and sanitation as passed from time to time by the Tom Green County Commissioner's Court and Title Company makes no representation as to the compliance or non-compliance of the subject sale with said subdivision rules and regulations.