



Control Number: 51044



Item Number: 1

Addendum StartPage: 0

51044

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

Direct Line: (713) 860-6486
Direct Fax: (713) 860-6686

hthompson@abhr.com

Harry H. Thompson
Associate

July 9, 2020

Via Federal Express and Electronic Filing

Public Utility Commission of Texas
Central Records
1701 N Congress, Suite 8-100
Austin, Texas 78701

Re: Petition for Streamlined Expedited Release Pursuant to Texas Water Code Section 13.2541 and 16 Texas Administrative Code Section 24.245(h) from FCS Lancaster, Ltd to Decertify a Portion of Certificate of Convenience and Necessity No. 10099 Held by Rockett Special Utility District in Dallas County

Dear Sir or Madam:

Pursuant to the provisions of Texas Water Code Section 13.2541 and 16 Texas Administrative Code Section 24.245(h) outlining the process for streamlined expedited release from certificates of convenience and necessity ("CCNs") for an owner of a tract of land that is at least 25 acres and not receiving water, our client, FCS Lancaster, Ltd, respectfully requests consideration of the enclosed Petition for Release of Certificate of Convenience and Necessity for Water Service relating to CCN No. 10099 (the "Petition"). We have enclosed ten (10) copies of the Petition, including associated exhibits and mapping documentation.


The undersigned certifies that a copy of the Petition is simultaneously being sent, via certified mail, to the CCN holder, Rockett Special Utility District, as required by 16 Texas Administrative Code Section 24.245(h)(3)(F).

Sincerely,

Harry H. Thompson
Harry H. Thompson

Enclosures

0433 982 7868 3340
0001 0522 250
7013 2250 0001 0522 250

U.S. Postal Service FC3000 303	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
Postage \$	 Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Rockett Special Utility District	
Sent To P.O. Box 40	
Street, or P.O. Red Oak, TX 75154	
City, State, ZIP+4	
PS Form 3800, August 2006 See Reverse for Instructions	

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

Total Paid **Rockett Special Utility District**

Sent To	126 Alton Adams Drive
Street, Apt or PO Box	Waxahachie, TX 75165
City, State, ZIP+4	

PS Form 3800, August 2006

See Reverse for Instructions

7013 2250 0001 7868 3333

PUC DOCKET NO. _____

PETITION BY FCS LANCASTER, LTD.	§	PUBLIC UTILITY
TO AMEND ROCKETT SPECIAL	§	
UTILITY DISTRICT	§	COMMISSION OF TEXAS
WATER CCN NO. 10099	§	
IN DALLAS COUNTY BY	§	
STREAMLINED EXPEDITED RELEASE	§	

**PETITION BY FCS LANCASTER, LTD TO AMEND
ROCKETT SPECIAL UTILITY DISTRICT
WATER CCN NO. 10099
BY STREAMLINED EXPEDITED RELEASE**

TO THE PUBLIC UTILITY COMMISSION OF TEXAS:

COMES NOW, FCS Lancaster, Ltd., a Texas limited partnership, ("Petitioner") and files this Petition with the Public Utility Commission of Texas ("PUC") to Amend through Streamlined Expedited Release Rockett Special Utility District ("Rockett") Water Certificate of Convenience and Necessity No. 10099 pursuant to Texas Water Code §13.2541 and 16 Tex. Admin. Code §24.245(h). In support of the Petition, the Petitioner would respectfully show as follows:

I. PURPOSE OF THE PETITION AND DECERTIFICATION CRITERIA

The Petitioner files this Petition requesting the streamlined expedited release of property owned by the Petitioner in Dallas County, Texas, through an amendment of Rockett's Water CCN No. 10099. The tracts of land owned by the Petitioner contain approximately 35 acres and approximately 121 acres (the "Tracts") and is located south of the City of Lancaster at the southwestern corner of the intersection of Bear Creek Road and Interstate 35 in Dallas County, Texas (the "Property"). As provided by Texas Water Code §13.2541 and 16 Tex. Admin. Code §24.245(h), an owner of a tract of land that is at least 25 acres and that is not receiving water service may petition the PUC for streamlined expedited release from a water CCN and is entitled to the streamlined expedited release if the property is located in Dallas County, among other counties.

II. REQUEST FOR DECERTIFICATION

The Petitioner requests that the PUC amend Rockett's Water CCN No. 10099 by streamlined expedited release under Texas Water Code §13.2541 and 16 Tex. Admin. Code §24.245(h) and release the Petitioner's Property from Rockett's Water CCN No. 10099. In support of its request for streamlined expedited release from Rockett's Water CCN No. 10099, the Petitioner has attached the "Affidavit of Richard King Sheldon in Support of FCS Lancaster, Ltd. Petition to Amend Rockett Special Utility District Water CCN No. 10099 by Streamlined Expedited Release" (hereinafter referred to as the "Petitioner's Affidavit"). The Petitioner's Affidavit is attached hereto and incorporated as **Exhibit A**. Petitioner's Affidavit verifies that FCS Lancaster, Ltd. is the owner of the Tracts, the Property is located in Dallas County, Texas, total acreage of the Tracts is approximately 156 acres (comprised of two separate tracts of approximately 35 acres and approximately 121 acres), and the Property is not receiving water service from Rockett. *See Exhibit A.*

The Petitioner's Affidavit also includes (1) FCS Lancaster, Ltd.'s deed for the Property; (2) a map identifying the boundaries and showing the general location of the Property and the surrounding water CCNs held by both Rockett and other retail public utilities in the vicinity; (3) a metes and bounds description of the property; and (4) a survey of the Property. In addition to the Petitioner's Affidavit and its attachments, attached to this Petition is a flash drive containing the projectable digital data with metadata for the area to be released which corresponds to the maps attached to the Petitioner's Affidavit. *See Exhibit B.* A copy of this Petition is being sent to Rockett by certified mail on the same day this Petition is filed with the PUC.

III. CONCLUSION AND PRAYER

WHEREFORE, PREMISES CONSIDERED, the Petitioner respectfully requests that the PUC process this Petition and release the Petitioner's Property from Rockett's Water CCN No. 10099 pursuant to Texas Water Code §13.254¹ and 16 Tex. Admin. Code §24.245(b). If for any reason the PUC finds that the information submitted with this Petition is insufficient for application acceptance, the Petitioner respectfully requests that it be notified immediately and provided an opportunity to cure any deficiencies identified.

Respectfully submitted,

By: Harry H. Thompson
Attorney
Harry H. Thompson
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
hthompson@abhr.com
State Bar No. 24088527

FCS LANCASTER, LTD.,
a Texas limited partnership

By: RKS Lancaster GP, LLC,
A Texas limited liability company,
Its General Partner:

By: Richard King Sheldon
Richard King Sheldon, Manager

EXHIBIT A

EXHIBIT B

AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Richard King Sheldon, whom, being first duly sworn by me, upon his oath stated:

1. My name is Richard King Sheldon, acting in my capacity as Manager of RKS Lancaster GP, LLC, General Partner to FCS Lancaster, Ltd., a Texas limited partnership (the "Petitioner"). I am of sound mind, more than eighteen (18) years of age, and am capable of making this affidavit.
2. The Petitioner is submitting a Petition for Streamlined Expedited Release from Certificate of Convenience and Necessity for Water Service (the "Petition") with the Public Utility Commission of Texas (the "Commission").
3. The Petition is being submitted pursuant to Texas Water Code § 13.2541 and 16 Texas Administrative Code § 24.245(h).
4. The Property (as defined in the Petition) is at least 25 contiguous acres in size, with two tracts of land comprised of approximately 35 and 121 acres.
5. The Property is subject to certificate of convenience and necessity no. 10099 for water service (the "CCN") held by the Rockett Special Utility District (the "CCN Holder"), and is located in Dallas County, Texas.
6. The Property is not receiving water service from the CCN Holder.
7. The Petitioner owns the Property, as evidenced by the deed submitted with the Petition.
8. A copy of the Petition shall be mailed to the CCN Holder via certified mail on the day the Petition is filed with the Commission.
9. The required mapping documents are being submitted to the Commission with the Petition.

[Execution Page Follows]

WITNESS MY HAND this 7 day of July, 2020.

FCS LANCASTER, LTD.,
a Texas limited partnership

By: RKS Lancaster GP, LLC,
A Texas limited liability company,
Its General Partner:

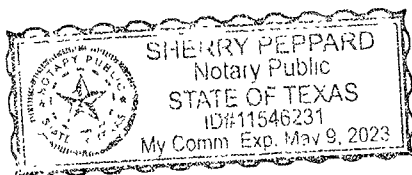
By: [Signature]
Richard King Sheldon, Manager

THE STATE OF Texas
COUNTY OF McLennan

§
§
§

This instrument was acknowledged before me on the 7 day of July, 2020, by Richard King Sheldon, acting in my capacity as Manager of RKS Lancaster GP, LLC, General Partner to FCS Lancaster, Ltd., a Texas limited partnership.

(NOTARY SEAL)



[Signature]
Notary Public



LIMITED WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF DALLAS §

THAT SHELDON-TANGLEWOOD, LTD., a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by FCS LANCASTER, LTD., a Texas limited partnership ("Grantee"), whose current address is 6400 Imperial Drive, Waco, Texas 76712, the receipt and sufficiency whereof is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note ("Note ") in the principal sum of Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000.00), payable to the order of FirstCity Holdings Corporation ("Lender"), as therein provided and bearing interest at the rate(s) therein specified, the payment of which Note is secured by the Vendor's Lien herein retained, and is additionally secured by a certain deed of trust ("Deed of Trust") from Grantee to Richard J. Vander Woude, as trustee for the benefit of Lender, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee, all of the real property in Dallas County, Texas, which is more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the "Land"), together with all improvements, billboards and fixtures thereon and all rights and appurtenances pertaining thereto, together with all right, title and interest of Grantor, if any, in and to all streets, alleys, or rights-of-way adjacent to said Land, water wells, strips and gores, any property owners association, easement rights benefiting said Land, entitlements, water rights, sanitary sewer rights and capacity, access rights, rebates, credits, refunds, licenses, certificates, warranties and guarantees affecting or relating to the Land or any of the above-referenced property or property rights (hereinafter collectively referred to as the "Property");

SUBJECT, HOWEVER, TO the matters set forth in Exhibit B attached hereto and incorporated herein by reference (the "Permitted Exceptions").

SUBJECT, FURTHER, TO standby fees, taxes and assessments by any taxing authority for the year 2005 and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, and, by acceptance of this Deed, Grantee assumes the obligation for payment of such taxes and assessments; and

TO HAVE AND TO HOLD the Property, subject to the aforesaid Permitted Encumbrances, standby fees, taxes and assessments (collectively, the "Encumbrances"), unto Grantee, Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Encumbrances, unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof IN ACCORDANCE WITH, AND STRICTLY LIMITED BY, THE FOLLOWING SPECIFIC LIMITED WARRANTY OF TITLE AND NOT OTHERWISE, SUCH SPECIFIC LIMITED

WARRANTY, AS HEREINAFTER SET FORTH, BEING THE ONLY WARRANTY OF TITLE MADE HEREUNDER BY GRANTOR.

LIMITED WARRANTY OF TITLE

SUBJECT TO the limitations set forth in the paragraph next following, Grantor shall pay to Grantee (but not to any transferee, successor or assign of Grantee) any loss that Grantee (but not any such transferee, successor or assign) may sustain by reason of defects, liens or encumbrances existing prior to or at the date of the following:

(i) that certain Owner Policy of Title Insurance No. 175-0001891 (File No. 0323040MC) dated June 15, 2004, issued by Commonwealth Land Title Insurance Company to Grantor, as to that certain 26.163 acres parcel of the Property described on Exhibit A hereto comprising a part of the Property ("**26.163 Acres Policy**");

(ii) that certain Owner Policy of Title Insurance No. 175-0001986 (File No. 2211000285) dated February 8, 2005, issued by Commonwealth Land Title Insurance Company to Grantor, as to that certain 24.231 acres parcel of the Property described on Exhibit A hereto comprising a part of the Property ("**24.231 Acres Policy**");

(iii) that certain Owner Policy of Title Insurance No. 175-176537 (File No. 2211000286) dated May 23, 2005, issued by Commonwealth Land Title Insurance Company to Grantor as to that certain 24.781 acres parcel of the Property described on Exhibit A hereto comprising a part of the Property ("**24.781 Acres Policy**"); and

(iv) that certain Owner Policy of Title Insurance No. 27-34-93-34283 (File No. 05-01-6325) dated May 13, 2005, issued by Fidelity National Title Insurance Company to Grantor as to (a) that certain 84.369 acres parcel of the Property described on Exhibit A hereto comprising a part of the Property and (b) that certain 1.308 acre access easement described on Exhibit A ("**84.369 Acres Policy**," the 26.163 Acres Policy, 24.231 Acres Policy, 24.781 Acres Policy and 84.369 Acres Policy being hereinafter referred to individually as a "**Policy**" and collectively as the "**Policies**");

which defects, liens and encumbrances are not excluded from coverage of the applicable Policy by the "exclusions from coverage", "conditions and stipulations", or title exceptions stated in the applicable Policy; such payment and sole liability hereunder on the part of Grantor as to a particular parcel described on Exhibit A hereto not to exceed the lesser of (i) the amount of insurance stated in such applicable Policy in connection with the particular parcel of the Property insured thereby, as reduced by any proceeds of insurance paid by the insurer pursuant to such applicable Policy prior to payment in respect of the loss sustained by Grantee, or (ii) the amount actually paid by the insurer pursuant to such applicable Policy in respect to the loss sustained by Grantee in connection with such parcel.

NOTWITHSTANDING the provisions of the preceding paragraph, under no circumstances shall Grantor be liable to Grantee or any person for any sum which is not

recoverable or payable to Grantor under the warrantor's coverage provisions of the applicable Policy or for any loss or claim which is outside or otherwise barred by the applicable Policy, it being the strict intention of Grantor to limit Grantor's exposure to any loss incurred by reason of the breach by Grantor of the warranty above stated to those sums payable to Grantor under the applicable Policy as a warrantor's policy and not otherwise.

IN ADDITION TO the warranty set forth above, Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Encumbrances, unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

GRANTEE AND ANY ONE CLAIMING BY, THROUGH OR UNDER GRANTEE, HEREBY FULLY RELEASES GRANTOR, GRANTOR'S PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM ANY AND ALL CLAIMS AGAINST ANY OF THEM FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY OF THE DISCLAIMERS SET FORTH IN SECTION 8.b OF THE CONTRACT OF SALE DATED EFFECTIVE DECEMBER 29, 2005, BY AND BETWEEN GRANTOR AND GRANTEE ("**CONTRACT**") COVERING THE CONVEYANCE OF THE PROPERTY FROM GRANTOR TO GRANTEE, CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS WHATSOEVER OF THE PROPERTY; PROVIDED, HOWEVER, NOTHING IN THIS PARAGRAPH SHALL RELEASE OR AMEND THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS DEED AND IN SECTION 8.a OF THE CONTRACT. THIS COVENANT RELEASING GRANTOR SHALL BE A COVENANT RUNNING WITH THE PROPERTY.

BUT IT IS EXPRESSLY AGREED THAT the Vendor's Lien as well as the Superior Title in and to the Property is retained against the Property until the Note and all interest thereon, and all sums secured by the lien of the Deed of Trust are fully paid according to the face, tenor, effect and reading thereof when this Deed shall become absolute. The said Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold and conveyed to Lender, its successors and assigns, without warranty by, or recourse against, Grantor.

By acceptance of this Deed, Grantee hereby agrees to all the disclaimers, releases, exceptions and other provisions of this Deed.

EXECUTED TO BE EFFECTIVE as of the 29 day of December, 2005.


EXECUTION ON NEXT PAGE)

GRANTOR:

SHELDON-TANGLEWOOD, LTD.,
a Texas limited partnership

By: Tanglewood Acquisition, L.C.,
a Texas limited liability company,
General Partner

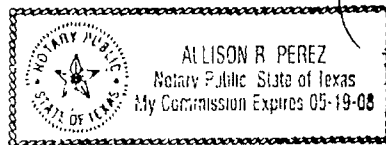
By:

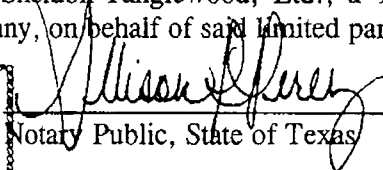

Richard K. Sheldon,
President and Member

STATE OF TEXAS §
§
COUNTY OF McLENNAN §

THIS INSTRUMENT was acknowledged before me this the 29 day of December, 2005, by Richard K. Sheldon, President and Member of Tanglewood Acquisition, L.C., a Texas limited liability company, the General Partner of Sheldon-Tanglewood, Ltd., a Texas limited partnership, on behalf of said limited liability company, on behalf of said limited partnership.

NOTARY STAMP




Notary Public, State of Texas

UPON RECORDING, RETURN TO:

Kathryn Koons Hargrove, Esq.
Axley & Hargrove, P.C.
3400 Carlisle Street, Suite 400
Dallas, Texas 75204

EXHIBIT A

(PROPERTY)

1. PARCEL I - 26.163 Acres:

BEING that 26.163 acre tract of land as described in a Deed to Collider, Inc. a Texas Corporation recorded in Vol. 90014, Pg. 4266 DRDCT, and being part of Tract No. 1 as described in a Deed to Claiborne Johnson, Trustee, recorded in Volume 71241, Page 1713 of the Deed Records of Dallas County, Texas, and being situated in the W. P. Holman Survey, Abstract No. 619 and the J. A. Joy Survey, Abstract No. 693, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod found in the east right-of-way line of U.S. Highway 77/IH 35E (Variable Width R.O.W.), said point being S00°07'00"E, 614.88 feet; S05°36'00"W, 251.20 feet; S00°07'00"E, 1,069.16 feet from the most southwesterly corner of the visibility corner at the southeast corner of U.S. Highway 77/IH-35E and Bear Creek Road;

THENCE: N 89° 53' 00" E, departing the East Right-of-way line of Interstate Highway No. 35E along the North line of the herein described 26.163 acre tract, a distance of 1,139.65 feet to an iron rod found for a corner;

THENCE: S 00° 01' 00" W, a distance of 642.83 feet to an iron rod found for an angle point, located at a fence corner of the adjoining tract, said point being the most northerly northwest corner of a tract deeded to Alton J. Miller on June 18, 1976;

THENCE: S 00° 24' 30" E, along a fence, a distance of 357.18 feet to an iron rod found for a corner;

THENCE: S 89° 53' 00" W, a distance of 1,139.97 feet to an iron rod found for a corner, said point being in the East right-of-way line of Interstate Highway No. 35E;

THENCE: N 00° 07' 00" W, with the said line of Interstate Highway No. 35E a distance of 1000.00 feet to the Place of BEGINNING and containing 26.163 acres of land.

2. PARCEL II - 24.231 Acres:

BEING a 24.231 acre tract, and being part of Tract No. 1 as described in a Deed to Claiborne Johnson, Trustee, recorded in Volume 71241, Page 1713 of the Deed Records of Dallas County, Texas, and being situated in the W. P. Holman Survey, Abstract No. 619, Dallas County, Texas, and also being that tract described in a Deed to Fruitvale (USA), Inc., recorded at Volume 91109, Page 6848 of the Deed Records Dallas County and situated in the W. P. Holman Survey, Abstract No. 619, Dallas County, Texas, and more particularly described as follows:

BEGINNING at an iron rod found in the east line of U.S. Highway No. 77 (IH-35E) ROW (200 feet in width), at its intersection with the South line of the Jack L. Weir tract, said point being S 00°07'00" E, 614.88 feet; S 05°36'00" W, 251.20 feet; S 00°07'00" E, 318.21 feet from the most Southwesterly corner of the visibility corner at the southeast corner of U.S. Highway 77 (IH-35E) and Bear Creek Road;

THENCE: S 89°32'00" E, along the fence on the south line of the said Wier Tract a distance of 351.54 feet to an iron rod found by the corner fence post at the Weir's southeast corner;

THENCE: N 00°51'00" E, along the fence on the east line of the said Wier Tract a distance of 111.00 feet to an iron rod found for an angle point in the said line and continuing with the fence N 13°49'00" W a distance of 147.79 feet to an iron rod found for a corner, said point being in the South line of the TP&L/DP&L 250 foot wide ROW;

THENCE: S 89°59'00" E, along the South line of the TP&L/DP&L ROW, a distance of 823.58 feet to an iron rod found for a corner;

THENCE: S 00°01'00" W, for a distance of 1,000.00 feet to an iron rod found for a corner;

THENCE: S 89°53'00" W, a distance of 1,139.65 feet to an iron rod found for a corner, said point being in the East line of Highway No. 77 (IH-35E);

THENCE: N 00°07'00" W, along said line of Highway No. 77 a distance of 750.95 feet to the place of Beginning, and containing 24.231 acres of land, more or less.

3. PARCEL III - 24.781 Acres:

BEING that 24.781 acre tract of Land as described in a Deed to Lancaster Bear Creek, Inc. a Texas Corporation recorded in Vol. 89051, Pg. 1612 DRDCT, and being part of Tract No. 1 as described in a Deed to Claiborne Johnson, Trustee, recorded in Volume 71241, Page 1713 of the Deed Records of Dallas County, Texas, and being situated in the J. A. Joy Survey, Abstract No. 693, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod found in the east right-of-way line of U.S. Highway 77/IH 35E (Variable Width ROW.), said point being S00°07'00" E, 614.88 feet; S05°36'00" W, 251.20 feet; S00°07'00" E, 2,069.16 feet from the most southwesterly corner of the visibility corner at the southeast corner of U.S. Highway 77/IH-35E and Bear Creek Road, also being S00°07'00" E, 1750.95 feet from the point of beginning of said Tract 1;

THENCE: N89°53'00" E, departing the East Right-of-way line of Interstate Highway No. 35E along the North line of the herein described 24.757 acre tract, a distance of 1,139.97 feet to an iron rod found for a corner, said point being in the west line of the Arlon J. Miller tract;

THENCE : S00°24'30" E, along a fence, and west line of Arlon J. Miller tract, a distance of

924.84 feet to an iron rod found for a corner;

THENCE: S 89°37'19" W, with a fence for a distance of 1,139.58 feet to an iron rod found for a corner, said point being in the east line of U.S. Highway No. 77, (Interstate Highway No. 35E) being in a curve, said point also being the southwest corner said Tract 1 of the deed to Claiborne Johnson, Trustee;

THENCE: Northerly with the East right-of-way line of said highway line and a curve to the right whose central angle is 01°44'21", radius is 11,309.30 feet, tangent of 171.66 feet, chord of 343.28 feet, bearing N00°59'10" W, for an arc length of 343.29 feet to an iron rod found at the point of tangency;

THENCE: N00°07'00" W, with the said line of Interstate Highway No. 35E a distance of 604.79 feet to the Place of BEGINNING and containing 24.781 acres of land.

4. PARCEL IV - 84.369 Acres (consisting of a 35.024 Acres Tract and a 49.345 Acres Tract):

BEING 84.369 acres in total of two tracts of land as described in a Correction Warranty Deed to Dallas-Flora, N.V. recorded in Volume 91009, Page 4948 D.R.D.C.T. all being out of the W.P. Holman Survey, Abstract No. 619 Lancaster, Dallas County, Texas and being more fully described below as Tract No. 3 and Parcel 1-A:

Tract No. 3:

BEING a 35.024 acre tract, and being all of Tract No. 3 as described in a Deed to Claiborne Johnson, Trustee, recorded in Volume 71241, Page 1713 of the Deed Records of Dallas County, Texas, and being situated in the W. P. Holman Survey, Abstract No. 619, Dallas County, Texas, and more particularly described as follows:

BEGINNING at an iron rod found at the northwest corner of said Tract No. 3, also being the northeast corner of a 5.00 acre tract as conveyed to C.D. Horn in a deed recorded in Volume 81208, Page 444, Deed Records Dallas County, Texas, also being in the south line of Bear Creek Road (60' ROW), that is S 89°24'00" E 240.91 feet from the most easterly corner of a visibility corner at the southeast corner of U.S. Highway 77 (IH-35E) and Bear Creek Road;

THENCE: S 89°24'00" E, along the south line of Bear Creek Road a distance of 981.26 feet to an iron rod found, and continuing S 89°59'00" E a distance of 1,135.39 feet to an iron rod found for corner;

THENCE: S 00° 13' 17" E, a distance of 718.29 feet to an iron rod found for a corner in the north line of the 250 foot ROW for TP&L/DP&L transmission line;

THENCE: N 89° 59' 00" W, along the north line of said transmission line ROW a distance of

2,117.89 feet to an iron rod found for a corner, said corner also being the southeast corner of said Horn tract;

THENCE: N 00° 07' 00" W , a distance of 728.28 feet to the place of Beginning, and containing 35.024 acres of land, more or less.

Parcel No. 1-A:

BEING a 49.345 acre tract, and being part of Tract No.1 as described in a Deed to Claiborne Johnson, Trustee, recorded in Volume 71241, Page 1713 of the Deed Records of Dallas County, Texas, and being situated in the W. P. Holman Survey, Abstract No. 619, Dallas County, Texas, and more particularly described as follows:

BEGINNING at an iron rod found in the south line of the TP&L/DP&L transmission line ROW (250 feet in width), said point being S 00° 01' 00" W 969.99 feet and S 89°24'00" E 1,061.31 feet from the most easterly corner of the visibility corner at the southeast corner of U.S. Highway 77 (IH-35E) and Bear Creek Road;

THENCE: S 89° 59' 00" E, along the south line of the said TP&L/DP&L ROW, a distance of 1,301.29 feet to an iron rod found for a corner, said point being the northeast corner of Tract No. 1 of the Claiborne Johnson Deed;

THENCE: S 00° 13' 17" E, along the general line of a fence being the west line of a tract of land conveyed to H. and Eric Coffman in a deed recorded June 17, 1947, for a distance of 1,652.16 feet to an iron rod found by a fence corner post at the southeast corner of said Tract No. 1;

THENCE: S 89° 34' 32" W, along a fence for a distance of 1,308.17 feet to an iron rod found, said point being by a fence corner post, and being the most northerly northwest corner of a tract deeded to Alton J. Miller on June 18, 1976;

THENCE: N 00° 01' 00" E , a distance of 1,642.83 feet to the place of Beginning, and containing 49.345 acres of land, more or less.

Both tracts or parcels described above together contain 84.369 acres, more or less.

5. PARCEL V - 1.308 Acres (EASEMENT TRACT):

Being the easement rights in a 50 foot wide ingress/egress easement covering 1.308 acres of land more or less, as described in a Deed to Dallas-Flora, N.V. as recorded in Volume 91009, Page 4948, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a point on the West line of the herein described Parcel "1-A" and being N 00° 1' 00" E, 642.83 feet from the southwest corner of said Parcel 1-A;

THENCE: S 89° 53' 00" W a distance of 1,139.65 feet to a point for corner in the East Right-of-

way line of Interstate Highway No. 35E;

THENCE: N 00° 07' 00" W, with said right-of-way line a distance of 50.00 feet to a point for corner;

THENCE: N 89° 53' 00" E, a distance of 1,139.77 feet to a point for a corner, said point being in west line of Parcel 1-A;

THENCE: S 00° 01' 00" W, with the said line of Parcel 1-A a distance of 50.00 feet to the place of Beginning of this easement, and containing 56,985.5 square feet or 1.308 acres of land, more or less.

EXHIBIT B

(PERMITTED EXCEPTIONS)

A. PARCEL I - 26.163 ACRES:

1. Right-of-way easement executed by Midland Life Insurance Co. to Texas Power & Light Company, dated December 12, 1939, recorded in Volume 2203, Page 415, of the Deed Records of Dallas County, Texas, and as shown on survey dated January 5, 2004, last revised January 29, 2004, prepared by Charles L. Crouch, R.P.L.S. No. 2574.
2. Royalty interest reserved in instrument executed by Claiborne Johnson, Trustee to GPLI 140 Interstate 35E, dated June 22, 1984, recorded in Volume 84126, Page 857, of the Deed Records of Dallas County, Texas.
3. Grazing Lease Agreement, by and between Sheldon-Tanglewood, Ltd., as landlord, and Ben Hammock, as tenant, with a commencement date of January 1, 2005.

B. PARCEL II - 24.231 ACRES:

1. Electric transmission and/or distribution line easement executed by Midland Life Insurance Co. to Texas Power & Light Company, dated December 29, 1939, recorded in/under Volume 2203, Page 415, of the Real Property Records of Dallas County, Texas, and as shown on survey dated December 27, 2004, prepared by Charles L. Crouch, R.P.L.S. No. 2574.
2. Ingress and egress easement executed by Americana Land, Inc., to Dallas Flora, N.V., dated November 2, 1990, recorded in/under Volume 90218, Page 1787 of the Real Property Records of Dallas County, Texas, as corrected by Correction Warranty Deed dated November 26, 1990, recorded in/under Volume 91009, Page 4948 of the Real Property Records of Dallas County, Texas, and as shown on survey dated December 27, 2004, prepared by Charles L. Crouch, R.P.L.S. No. 2574.
3. Reservation of royalty interest in Deed executed by The Federal Land Bank of Houston, to L.H. Akers, dated May 15, 1940, recorded in/under Volume 2211, Page 40 of the Real Property Records of Dallas County, Texas.
4. Reservation of royalty interest in Deed executed by Claiborne Johnson, Trustee to GPLI 140 Interstate 35E, dated June 22, 1984, recorded in/under Volume 84126, Page 857 of the Real Property Records of Dallas County, Texas.

5. Grazing/Farming Lease Agreement, by and between Fruitvale (USA) Inc., Dallas Flora N.V. and Lancaster Bear Creek, Inc., as original landlords, and Ben Hammock, as tenant, covering three (3) properties, one of which is the 24.231 acre tract, with a commencement date of January 1, 2005.

C. PARCEL III - 24.781 Acres:

1. Reservation of a one-eighth (1/8th) royalty interest, as described in instrument executed by Claiborne Johnson, Trustee to GPLI 140 Interstate 35E, dated June 22, 1984, recorded in Volume 84126, Page 857, of the Deed Records of Dallas County, Texas.
2. Easement executed by Midland Life Insurance Company to Texas Power & Light Company, dated December 29, 1939, recorded in Volume 2203, Page 415 of the Deed Records of Dallas County, Texas, and as shown on survey dated December 27, 2004, prepared by Charles L. Crouch, R.P.L.S. No. 2574.
3. Rights, if any, of Clear Channel Outdoor in connection with the billboard located on the 24.781 acres.
5. Grazing/Farming Lease Agreement, by and between Fruitvale (USA) Inc., Dallas Flora N.V. and Lancaster Bear Creek, Inc., as original landlords, and Ben Hammock, as tenant, covering three (3) properties, one of which is the 24.781 acre tract, with a commencement date of January 1, 2005.

D. PARCEL IV - 84.369 Acres (consisting of a 35.024 Acres Tract and a 49.345 Acres Tract):

1. Right-of-Way Easement executed by D.C. Williams and Eva C. Williams to Texas Power & Light Company, dated February 28, 1940, recorded in Volume 2203, Page 410 of the Deed Records of Dallas County, Texas, and as shown on survey dated May 17, 2004, last revised April 27, 2005, prepared by Charles L. Crouch, R.P.L.S. No. 2574.
2. Right-of-Way Easement executed by Americana Land, Inc. to the City of Lancaster, dated October 31, 1990, recorded in Volume 90252, Page 6487, of the Deed Records of Dallas County, Texas, and as shown on survey dated May 17, 2004, last revised April 27, 2005, prepared by Charles L. Crouch, R.P.L.S. No. 2574.
3. Non-participating royalty interest as to all of the oil and gas or other mineral lease covering the Property, as described in instrument executed by the Federal Land Bank of Houston to L.H. Akers, dated May 15, 1940, recorded in Volume 2211, Page 40, of the Deed Records of Dallas County, Texas.

4. Undivided one-eighth (1/8th) royalty interest in and to all of the oil and gas on, in and under that may be produced from the Property, as described in instrument executed by Claiborne Johnson, Trustee to GPLI 140 Interstate 35E, dated June 22, 1984, recorded in Volume 84126, Page 857, of the Deed Records of Dallas County, Texas.
5. Bear Creek and flood zone over and across the Property, as shown on survey dated May 17, 2004, last revised April 27, 2005, prepared by Charles L. Crouch, R.P.L.S. No. 2574.
6. Easement Agreement for utilities and drainage, dated May 13, 2005, from Sheldon-Tanglewood, Ltd., as grantor, to RS Bearcreek One, Ltd., as grantee, recorded in Volume 2005094, Page 10987 of the Real Property Records of Dallas County, Texas.
7. Grazing/Farming Lease Agreement, by and between Fruitvale (USA) Inc., Dallas Flora N.V. and Lancaster Bear Creek, Inc., as original landlords, and Ben Hammock, as tenant, covering three (3) properties, one of which is the 84.369 acre tract, with a commencement date of January 1, 2005.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Cynthia Figueroa Calhoun

Cynthia Figueroa Calhoun, County Clerk
Dallas County TEXAS

December 30, 2005 12:43:34

FEE: \$60.00

200503648176

After recording, return to:
Axley & Hargrove, a professional corporation
3400 Carlisle Street, Suite 400
Dallas, Texas 75204-1268

Westwood

2740 North Dallas Parkway, #280
Plano, TX 75093

Main (214) 473-4640
Fax (320) 253-8737

westwoodps.com
(888) 937-5150

May 20, 2020

Mr. Lawrence Cates
Sr. Vice President of Business Development
DFW Region
Cates-Clark & Associates
14800 Quorum Drive, Suite 200
Dallas, Texas 75254

Re: Land Title Survey – 34.997 Ac / 120.757 Ac (Flora Tract) in Lancaster, Texas
File: 0023245.00 – Flora Tract

Dear Mr. Cates:

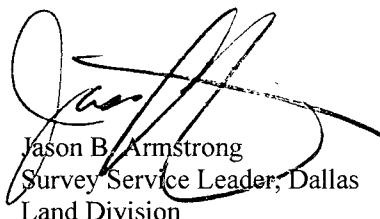
On June 12, 2019, Westwood Professional Services (WPS) issued a Land Title Survey of the above referenced property for use in a real estate title transaction. In preparation for the survey, it was determined that title to the subject property was held in a composite of five (5) existing tracts, all a part of the deed to FCS Lancaster LTD of record in Instrument No. 200503648176 of the Official Public Records, Dallas County, Texas. During the survey many existing property corner monuments were found, measured and honored to re-trace the boundary lines. The record descriptions of the five subject tracts were compared with those of the adjacent properties and with the existing corners found. The resulting boundary was defined and shown on the Land Title Survey.

In my professional opinion, there was minimal deviation observed from the geometry of the record descriptions to the geometry of the final survey. The differences seen were predominantly a result of current measurement of existing found monuments; all of which were within the commonly accepted tolerances. At the time of survey, there was an on-going condemnation of additional right-of-way by TxDOT at the southwest corner of Tract 2 of the Land Title Survey. This area was not included within the final survey and contained 3.6628 acres of land.

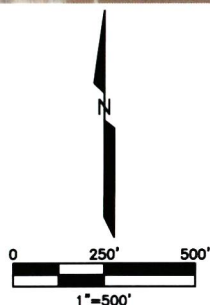
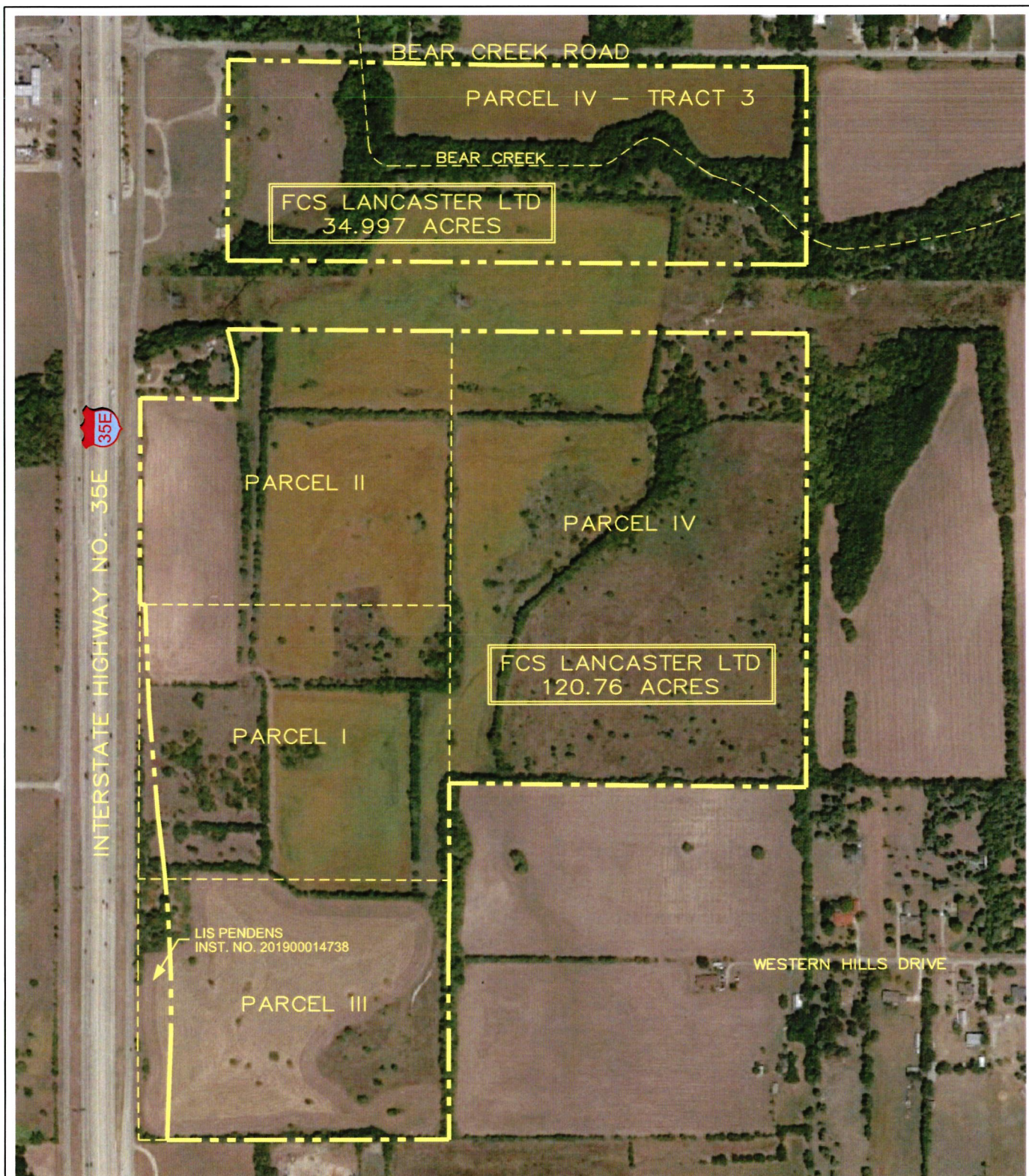
Please contact me if you have any questions.

Sincerely,

WESTWOOD PROFESSIONAL SERVICES



Jason B. Armstrong
Survey Service Leader, Dallas
Land Division



DETAIL MAP

FCS LANCASTER LTD
PARCEL I, II, III & IV
THE CITY OF LANCASTER, TEXAS



Cates-Clark & Assoc. - Landev Engineers, Inc.
14800 Quorum Dr, Ste 200, Dallas, TX 75254
972.385.2272 | Cates-Clark.com | TxEng F-4387



FCS LANCASTER LTD
34.997 ACRES

Bear Creek
Nature Park



FCS LANCASTER LTD
120.76 ACRES

Red Oak



Red Oak Valley
Golf Club



0 2000' 4000'
1"=4000'

GENERAL LOCATION MAP

FCS LANCASTER LTD
PARCEL I, II, III & IV
THE CITY OF LANCASTER, TEXAS



CATES-CLARK
& Associates

Cates-Clark & Assoc. - Landev Engineers, Inc.
14800 Quorum Dr, Ste 200, Dallas, TX 75254
972.385.2272 | Cates-Clark.com | TxEng F-4387

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

**COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

We FIDELITY 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.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Cindy Carroll

Authorized Countersignature



By:

Raymond M. Quick

President

Attest:

[Signature]

Secretary

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.

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 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-(800) 442-7067 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.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **May 23, 2019, 8:00 am**

GF No. **19-1279-C**

Commitment No. _____, issued **June 5, 2019, 8:00 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:
PROPOSED INSURED
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount
PROPOSED INSURED:
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
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.

FCS Lancaster, Ltd., a Texas limited partnership

4. Legal description of land:

1. PARCEL I - 26.163 Acres:

BEING that 26.163 acre tract of land as described in a Deed to Collider, Inc. a Texas Corporation recorded in Vol. 90014, Pg. 4266 DRDCT, and being part of Tract No. 1 as described in a Deed to Claiborne Johnson, Trustee, recorded in Volume 71241, Page 1713 of the Deed Records of Dallas County, Texas, and being situated in the W. P. Holman Survey, Abstract No. 619 and the J. A. Joy Survey, Abstract No. 693, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod found in the east right-of-way line of U.S. Highway 77/IH 35E (Variable Width R.O.W.), said point being S00°07'00"E, 614.88 feet; S05° 36'00"W, 251.20 feet; S00°07'00"E, 1,069.16 feet from the most southwesterly corner of the visibility corner at the southeast corner of U.S. Highway 77/IH-35E and Bear Creek Road; THENCE: N 89° 53' 00" E, departing the East Right-of-way line of Interstate Highway No. 35E along the North line of the herein described 26.163 acre tract, a distance of 1,139.65 feet to an iron rod found for a corner; THENCE: S 00° 01' 00" W, a distance of 642.83 feet to an iron rod found for an angle point, located at a fence corner of the adjoining tract, said point being the most northerly northwest corner of a tract deeded to Alton J. Miller on June 18, 1976; THENCE: S 00° 24' 30" E, along a fence, a distance of 357.18 feet to an iron rod found for a corner; THENCE: S 89° 53' 00" W, a distance of 1,139.97 feet to an iron rod found for a corner, said point being in the East right-of-way line of Interstate Highway No. 35E; THENCE: N 00° 07' 00" W, with the said line of Interstate Highway No. 35E a distance of 1000.00 feet to the PLACE OF BEGINNING and containing 26.163 acres of land.

2. PARCEL II - 24.231 Acres:

BEING a 24.231 acre tract, and being part of Tract No. 1 as described in a Deed to Claiborne Johnson, Trustee, recorded in Volume 71241, Page 1713 of the Deed Records of Dallas County, Texas, and being situated in the W. P. Holman Survey, Abstract No. 619, Dallas County, Texas, and also being that tract described in a Deed to Fruitvale (USA), Inc., recorded at Volume 91109, Page 6848 of the Deed Records Dallas County and situated in the W. P. Holman Survey, Abstract No. 619, Dallas County, Texas, and more particularly described as follows:

BEGINNING at an iron rod found in the east line of U.S. Highway No. 77 (IH-35E) ROW (200 feet in width), at its intersection with the South line of the Jack L. Weir tract, said point being S 00°07'00" E, 614.88 feet; S 05°36'00" W, 251.20 feet; S 00°07'00" E, 318.21 feet from the most Southwesterly corner of the visibility corner at the southeast corner of U.S. Highway 77 (IH-35E) and Bear Creek Road; THENCE: S 89°32'00" E, along the fence on the south line of the said Weir Tract a distance of 351.54 feet to an iron rod found by the corner fence post at the Weir's southeast corner; THENCE: N 00°51'00" E, along the fence on the east line of the said Weir Tract a distance of 111.00 feet to an iron rod found for an angle point in the said line and continuing with the fence N 13°49'00" W a distance of 147.79 feet to an iron rod found for a corner, said point being in the South line of the TP&L/DP&L 250 foot wide ROW; THENCE: S 89°59'00" E, along the South line of the TP&L/DP&L ROW, a distance of 823.58 feet to an iron rod found for a corner; THENCE: S 00°01'00" W, for a distance of 1,000.00 feet to an iron rod found for a corner; THENCE: S 89°53'00" W, a distance of 1,139.65 feet to an iron rod found for a corner, said point being in the East line of Highway No. 77 (IH-35E); THENCE: N 00°07'00" W, along said line of Highway No. 77 a distance of 750.95 feet to the PLACE OF BEGINNING, and containing 24.231 acres of land, more or less.

3. PARCEL III - 24.781 Acres:

BEING that 24.781 acre tract of Land as described in a Deed to Lancaster Bear Creek, Inc., a Texas Corporation recorded in Vol. 89051, Pg. 1612 DRDCT, and being part of Tract No.1 as described in a Deed to Claiborne Johnson, Trustee, recorded in Volume 71241, Page 1713 of the Deed Records of Dallas County, Texas, and being situated in the J. A. Joy Survey, Abstract No. 693, Dallas County,

Texas, and being more particularly described as follows:

BEGINNING at an iron rod found in the east right-of-way line of U.S. Highway 77/IH-35E (Variable Width ROW.), said point being S 00°07'00" E, 614.88 feet; S 05°36'00" W, 251.20 feet; S 00°07'00" E, 2,069.16 feet from the most southwesterly corner of the visibility corner at the southeast corner of U.S. Highway 77/IH-35E and Bear Creek Road, also being S 00°07'00" E, 1750.95 feet from the point of beginning of said Tract 1; THENCE: N 89°53'00" E, departing the East Right-of-Way line of Interstate Highway No. 35E along the North line of the herein described 24.757 acre tract, a distance of 1,139.97 feet to an iron rod found for a corner, said point being in the west line of the Arlon J. Miller tract; THENCE: S 00°24'30" E, along a fence, and west line of Arlon J. Miller tract, a distance of 924.84 feet to an iron rod found for a corner; THENCE: S 89°37'19" W, with a fence for a distance of 1,139.58 feet to an iron rod found for a corner, said point being in the east line of U.S. Highway No. 77, (Interstate Highway No. 35E) being in a curve, said point also being the southwest corner said Tract 1 of the deed to Claiborne Johnson, Trustee; THENCE: Northerly with the East right-of-way line of said highway line and a curve to the right whose central angle is 01°44'21", radius is 11,309.30 feet, tangent of 171.66 feet, chord of 343.28 feet, bearing N 00°59'10" W, for an arc length of 343.29 feet to an iron rod found at the point of tangency; THENCE: N 00°07'00" W, with the said line of Interstate Highway No. 35E a distance of 604.79 feet to the PLACE OF BEGINNING and containing 24.781 acres of land.

4. PARCEL IV - 84.369 Acres (consisting of a 35.024 Acres Tract and a 49.345 Acres Tract):

BEING 84.369 acres in total of two tract of land as described in a Correction Warranty Deed to Dallas-Flora, N.V. recorded in Volume 91009, Page 4948 D.R.D.C.T. all being out of the W.P. Holman Survey, Abstract No. 619 Lancaster, Dallas County, Texas and being more fully described below as Tract No. 3 and Parcel 1-A: Tract No. 3: BEING a 35.024 acre tract, and being all of Tract No. 3 as described in a Deed to Claiborne Johnson, Trustee, recorded in Volume 71241, Page 1713 of the Deed Records of Dallas County, Texas, and being situated in the W. P. Holman Survey, Abstract No. 619, Dallas County, Texas, and more particularly described as follows:

BEGINNING at an iron rod found at the northwest corner of said Tract No. 3, also being the northeast corner of a 5.00 acre tract as conveyed to C.D. Horn in a deed recorded in Volume 81208, Page 444, Deed Records Dallas County, Texas, also being in the south line of Bear Creek Road (60' ROW), that is S 89°24'00" E 240.91 feet from the most easterly corner of a visibility corner at the southeast corner of U.S. Highway 77 (IH-35E) and Bear Creek Road; THENCE: S 89°24'00" E, along the south line of Bear Creek Road a distance of 981.26 feet to an iron rod found, and continuing S 89°59'00" E a distance of 1,135.39 feet to an iron rod found for corner; THENCE: S 00° 13' 17" E, a distance of 718.29 feet to an iron rod found for a corner in the north line of the 250 foot ROW for TP&L/DP&L transmission line; THENCE: N 89° 59' 00" W, along the north line of said transmission line ROW a distance of 2,117.89 feet to an iron rod found for a corner, said corner also being the southeast corner of said Horn tract; THENCE: N 00°07'00" W, a distance of 728.28 feet to the PLACE OF BEGINNING, and containing 35.024 acres of land, more or less.

Parcel No. 1-A:

BEING a 49.345 acre tract, and being part of Tract No. 1 as described in a Deed to Claiborne Johnson, Trustee, recorded in Volume 71241, Page 1713 of the Deed Records of Dallas County, Texas, and being situated in the W. P. Holman Survey, Abstract No. 619, Dallas County, Texas, and more particularly described as follows:

BEGINNING at an iron rod found in the south line of the TP&L/DP&L transmission line ROW (250 feet in width), said point being S 00° 01' 00" W 969.99 feet and S 89°24'00" E 1,061.31 feet from the most easterly corner of the visibility corner at the southeast corner of U.S. Highway 77 (IH-35E) and Bear Creek Road; THENCE: S 89° 59' 00" E, along the south line of the said TP&L/DP&L ROW, a distance of 1,301.29 feet to an iron rod found for a corner, said point being the northeast corner of Tract No. 1 of the Claiborne Johnson Deed; THENCE: S 00° 13' 17" E, along the general line of a fence being the

west line of a tract of land conveyed to H. and Eric Coffman in a deed recorded June 17, 1947, for a distance of 1,652.16 feet to an iron rod found by a fence corner post at the southeast corner of said Tract No. 1; THENCE: S 89° 34' 32" W, along a fence for a distance of 1,308.17 feet to an iron rod found, said point being by a fence corner post, and being the most northerly northwest corner of a tract deeded to Alton J. Miller on June 18, 1976; THENCE: N 00° 01' 00" E, a distance of 1,642.83 feet to the PLACE OF BEGINNING, and containing 49.345 acres of land, more or less. Both tracts or parcels described above together contain 84.369 acres, more or less.

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

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)

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 **2019**, 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. **Rights of parties in possession. (Owner's Policy Only)** This exception may be deleted at the request of the proposed insured, upon a physical inspection by the Title Company and payment of its reasonable and actual costs 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.** The term "encroachment" includes encroachment of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land. In the event of a conflict between this exception and Covered Risk '1.(c)', this exception shall control. (Applies to Owner's Policy only)
- d. **Rights of tenants in possession under unrecorded leases or rental agreements.**
- e. **Easement granted to Texas Power & Light Company, recorded May 6, 1940, in Volume 2203, Page 410, Real Property Records of Dallas County, Texas. (Parcel IV)**
- f. **Easement granted to Texas Power & Light Company, recorded May 6, 1940, in Volume 2203, Page 415, Real Property Records of Dallas County, Texas. (Parcels I, II, and III)**
- g. **Easement granted to Dallas-Flora, N.V., recorded November 7, 1990, in Volume 90218, Page 1787, as affected by Deed of Corrected recorded in Volume 91009, Page 4948, Real Property Records of Dallas County, Texas. (Parcel II)**
- h. **Easement granted to the City of Lancaster, recorded December 31, 1990, in Volume 90252, Page 6487, Real Property Records of Dallas County, Texas. (Parcel IV)**
- i. **Easement granted to RS Bearcreek One, Ltd., recorded May 13, 2005, in Volume 2005094, Page 10987, Real Property Records of Dallas County, Texas. (Parcel IV).**
- j. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated May 15, 1940, recorded May 24, 1940 at Volume 2211, Page 40, Real Property Records, Dallas County, Texas, which document contains the following language "an undivided one-sixteenth (1/16th) interest, (same being one-half (1/2) of the usual 1/8th royalty) in and to all of the oil, gas and other minerals" and "together with the right of ingress and egress at all times". 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). (Parcels II and IV)**
- k. **Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated June 22, 1984, recorded June 25, 1984 at Volume 84126, Page 857, Real Property Records, Dallas County, Texas, which document contains the following language "an undivided one-eighth (1/8th) royalty interest in and to all of the oil and gas". 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). (Parcels I, II, III and IV)**
- l. **Unrecorded Grazing Lease Agreement, by and between Sheldon-Tanglewood, Ltd., as landlord,**

and Ben Hammock, as tenant, with a commencement date of January 1, 2005. As evidenced in Limited Warranty Deed With Vendor's Lien recorded under Clerk's File No. 200503648176, Real Property Records, Dallas County, Texas. (Parcel I)

- m. Unrecorded Grazing/Farming Lease Agreement, by and between Fruitvale (USA) Inc., Dallas Flora N.V. and Landcaster Bear Creek, Inc., as original landlords, and Ben Hammock, as tenant, with a commencement date of January 1, 2005. As evidenced in Limited Warranty Deed With Vendor's Lien recorded under Clerk's File No. 200503648176, Real Property Records, Dallas County, Texas. (Parcels II, III and IV)
- n. Right, if any, of Clear Channel Outdoor in connection with the billboard located on the 24.781 acres. As evidenced in Limited Warranty Deed With Vendor's Lien recorded under Clerk's File No. 200503648176, Real Property Records, Dallas County, Texas. (Parcel III)
- o. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.

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. **Vendor's Lien retained in Deed dated December 29, 2005, recorded in Document No. 200503648176, Official Public Records, Dallas County, Texas, executed by Sheldon-Tanglewood, Ltd., to FCS Lancaster, Ltd., securing the payment of one note of even date therewith in the sum of \$2,200,000.00, payable to Firstcity Holdings Corporation, and being additionally secured by Deed of Trust of even date therewith to Richard J. Vander Woude, Trustee(s), recorded in Document No. 200503648177, Official Public Records, Dallas County, Texas.**

First Amendment to Loan Agreement and Deed of Trust and Security Agreement recorded in Document No. 201000172489, Official Public Records of Dallas County, Texas.

Said lien having been transferred to RKS Texas Investments, LP, by Assignment of Deed of Trust and Security Agreement and Loan Documents recorded in Document No. 201800301990, Official Public Records of Dallas County, Texas.

REQUIRE full release of lien.

6. **Notice of Lis Pendens regarding a certain Petition in an eminent domain proceeding numbered CC-18-04115-A, and styled The State of Texas VS. FCS Lancaster, Ltd., recorded in Document No. 201800212050, Official Public Records of Dallas County, Texas. As affected by First Amended Notice of Lis Pendens, recorded in Document No. 201900014738, Official Public Records of Dallas County, Texas.**
7. **This order was submitted without the name of a buyer; prior to closing, furnish the name(s) of the buyer(s) to the title department for examination and possible additional requirements.**
8. **Company requires submission of following documentation to determine who has authority to act on behalf of FCS Lancaster, Ltd..**

1. true and correct copies of its governing documents (including its certificate of formation and limited partnership agreement), together with all amendments thereto,
2. a Certificate of Status from the Secretary of State evidencing that the limited partnership is in lawful existence or, if a foreign limited partnership, that the limited partnership is qualified to do business in the state of Texas,
3. a Certificate of Account Status from the Comptroller of Public Accounts evidencing that the limited partnership is in good standing,
4. resolutions of the limited partners which authorize the subject transaction and instruct the general partner to execute the closing documents on behalf of the limited partnership, supported by a Secretary's Certificate.
5. In addition, if the entity is a foreign limited partnership, Company requires a Certificate of Status and Certificate of Good Standing from the appropriate governmental agencies of the state in which the limited partnership was created.
6. If the general partner of the limited partnership is a business entity, the additional documents should be obtained (i) true and correct copies of its governing documents (including its certificate of formation and operating agreement), together with all amendments thereto, (ii) a Certificate of Status from the Secretary of State evidencing that the general partner is in lawful existence or, if a foreign entity, that the general partner is qualified to do business in the state of Texas, (iii) a Certificate of Account Status from the Comptroller of Public Accounts evidencing that the general partner is in good standing, and (iv) resolutions of the governing body of the general partner which designates an individual representative, by name and office held, to execute the closing documents on behalf of the general partner as the general partner of the limited partnership, supported by a Secretary's Certificate.
9. We must be furnished with a properly executed Affidavit of Debts and Liens, executed by the record owner and/or seller.
10. We must be furnished with a properly executed Waiver of Inspection executed by the Purchaser(s).
11. This file must be updated prior to closing.
12. If a durable power of attorney is to be used in this transaction:
 1. Company requires an original power of attorney be provided that is suitable for filing of record, as required by Section 751.151 of the Texas Estates Code.
 2. The Agent under the Durable Power of Attorney shall provide an executed Certification of Durable Power of Attorney in a form acceptable to the underwriter.
 3. All documents in this transaction to be filed of record, including but not limited to any durable power of attorney used in this transaction, must wholly be in the English language, as required by Texas Property Code Section 11.002(a), in order to be filed in the real property records. If not wholly in the English language, company requires and requests a sworn English translation as described in Section 11.002, subparagraphs (b) or (c), of the Texas Property Code, suitable for filing of record.
13. FOR INFORMATIONAL PURPOSES ONLY: The following conveyances involving the subject property were recorded within the last 24 months (or, if none, the most recent conveyance): None.

Last conveyance was recorded December 30, 2005, in Document No. 200503648176, Official Public Records of Dallas County, Texas.

14. FOR INFORMATIONAL PURPOSES ONLY: The Texas Department of Insurance Rules and Regulations do not provide for survey exception (B-2) modification on Commitments; however, an acceptable survey dated January 5, 2004, prepared by Charles L. Crouch, Registered Professional Land Surveyor No. 2574, has been received and the Company will amend said exception to read "Shortages in Area" in the proposed Policy(ies) upon payment of all expenses in connection with the survey and any applicable premium, subject to no contradictory information being received prior to closing. (Parcel I)
15. FOR INFORMATIONAL PURPOSES ONLY: The Texas Department of Insurance Rules and Regulations do not provide for survey exception (B-2) modification on Commitments; however, an acceptable survey dated December 27, 2004, prepared by Charles L. Crouch, Registered Professional Land Surveyor No. 2574, has been received and the Company will amend said exception to read "Shortages in Area" in the proposed Policy(ies) upon payment of all expenses in connection with the survey and any applicable premium, subject to no contradictory information being received prior to closing. (Parcel II)
16. FOR INFORMATIONAL PURPOSES ONLY: The Texas Department of Insurance Rules and Regulations do not provide for survey exception (B-2) modification on Commitments; however, an acceptable survey dated December 27, 2004, prepared by Charles L. Crouch, Registered Professional Land Surveyor No. 2574, has been received and the Company will amend said exception to read "Shortages in Area" in the proposed Policy(ies) upon payment of all expenses in connection with the survey and any applicable premium, subject to no contradictory information being received prior to closing. (Parcel III)
17. FOR INFORMATIONAL PURPOSES ONLY: The Texas Department of Insurance Rules and Regulations do not provide for survey exception (B-2) modification on Commitments; however, an acceptable survey dated May 17, 2004, prepared by Charles L. Crouch, Registered Professional Land Surveyor No. 2574, has been received and the Company will amend said exception to read "Shortages in Area" in the proposed Policy(ies) upon payment of all expenses in connection with the survey and any applicable premium, subject to no contradictory information being received prior to closing. (Parcel IV)

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **19-1279-C**

Effective Date: **May 23, 2019, 8:00 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

The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan

Officers: President, Randal Raymond Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment. CORRIDOR TITLE, LLC

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:

Patrick M. Rose, F. Walter Penn, Lewis Little, Jr., Rex G. Baker III Gift Trust.

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 None.

- c. The following persons are managers and officers of the Title Insurance Agent

MANAGERS

OFFICERS

Patrick M. Rose

Patrick M. Rose, President

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	<u>\$0.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$0.00</u>

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:

Amount
\$1800.00

To Whom
Fidelity National Title Group

For Services

" 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) 654-7041 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."

SIGNATURE

DATE

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status), (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers, (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative,
- Information we receive from you through the Website,
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>
- You can opt-out via the Consumer Choice Page at www.aboutads.info
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

When Information is Disclosed by FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following.

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities). To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you. If you have additional questions or comments, please let us know by sending your comments or requests to

Fidelity National Financial, Inc.

601 Riverside Avenue

Jacksonville, Florida 32204 Attn: Chief Privacy Officer (888) 934-3354
privacy@fnf.com

Copyright © 2014, Fidelity National Financial, Inc. All Rights Reserved.

EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014



Privacy Policy 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 Corridor Title Company.

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 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 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 non-public 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 personal information.

