# ROAD USE ADDENDUM BROWN COUNTY, TEXAS

Bahia Pipeline LLC ("Bahia") shall restore the roads it uses in Brown County to their original condition or better than their original condition as found prior to initial construction activities based on comparison of pre-construction and post-construction video/photographs. Bahia will prepare an Initial Project Road Use Map to identify the County Roads that may be utilized for the Project as an Exhibit within the submittal of the Brown County "APPLICATION TO INSTALL PRIVATE LINE".

Bahia shall post a surety bond, at Bahia's cost, in the amount of Five Hundred Thousand Dollars and no cents (\$500,000.00) for those County Roads that will be utilized for the Project as identified on the Initial Project Road Use Map. Bahia will cause the bond to be posted with the County prior to initial construction activities. As described below, Bahia's Contractor shall participate in Pre-Construction Meeting(s) with Commissioner(s). Bahia's Contractor will prepare a Contractor's Final Project Road Use Map to provide any updates for road use, be they additions to or deletions from the Initial Project Road Use Map, prior to actual construction activities. The County agrees to exchange the Initial Project Road Use Map with the Contractor's Final Project Road Use Map so that the County shall possess an accurate depiction of the Project's use of the County's roads. Bahia may have the Project's Contractor provide the bond, provided written notice is given to the County. Such written notice shall be provided to the County as follows:

Honorable Judge Shane Britton 200 S. Broadway Brownwood, Texas 76801 Shane.britton@browncountytx.gov

Prior to initial construction activities, Bahia shall meet with each Brown County Commissioner in whose Precinct the Project crosses a County Road and/or traverses a County Road for a Pre-Construction Meeting. The Bahia Representatives will include the Project's Contractor, Chief Inspector, and a representative from the Land Department (collectively "Bahia Representatives). At the Pre-Construction meeting, the Commissioner and Bahia Representatives (collectively, "Parties") shall review the locations of the road crossings and driveways, and the method of construction. In addition to the road crossings and driveways, the Project Contractor shall provide a Final Project Road Use Map, identifying any updates (additions or deletions) from the Initial Project Road Use Map previously submitted to the County with the "APPLICATION TO INSTALL PRIVATE LINE". The Contractor's Final Road Use Map will identify the County's roads that will be traversed by the Contractor during the Project. As well, Bahia shall provide to the Commissioner and/or the Commissioner's Designee the names and contact information of those attending the meeting. Any change in personnel of the Bahia Representatives shall promptly be shared with the Commissioner so that the Commissioner shall have at all times during the work performed and roads traversed by the Project current contact information.

In addition to or as part of the Pre-Construction meeting described in the paragraph above, Bahia Representatives shall conduct a site visit with each Commissioner (or the Commissioner's Designated Representative) at every Bahia Project County Road crossing and temporary access driveway location to authenticate the condition of the County's road and right-of-ways at the crossing and driveway locations. The areas will be photographed and/or videoed to memorialize the pre-construction condition of the crossings. In addition to the site visits, the Parties shall drive, and video, the County's roads identified in the Contractor's Final Road Use Map to authenticate the condition of the roads and memorialize the pre-construction conditions of the County's roads:

Upon completion of the Project's initial construction activities, Bahia shall video the crossing areas and roads utilized by the Project and identified on the Contractor's Final Project Road Use Map to produce a

September 23, 2024 (Exhibit #6) Post-Construction Video. Bahia shall notify the County in writing that initial construction has concluded and offer an invitation for the Commissioner or the Commissioner's Designee to participate in the post-construction inspection and video activity. If, after initial construction activities, the County believes any of the Project areas have been damaged by the Project Parties' use for the Project, restoration of the road and/or road's crossing area will be of like material and the area will be restored to its original condition or better than its original conditions as found prior to construction activities based on a comparison of the pre-construction and post-construction video/photographs. If any repairs are necessary, Bahia shall be deemed to be released from its obligations with respect to said areas and roads only after restoration of the areas and roads to their original condition or better than their original condition prior to construction activities based on pre-construction and post-construction video/photographs. After final inspection approval by the County, which the County may not unreasonably withhold, the bond will be released.

By feffung f Welow, Agentand Atomy in the Address: 1100 Louisiana St., Attn. Land

Howston, Tx 77002

Phone: 713-381-6895

**BROWN COUNTY, TEXAS** 

Accepted on this 24 day of Systember

day of Systember 2024 in Brown County Commissioners Court

Shane Britton Brown County Judge

Gary Worley Commissioner, Precinct 1

Joel Kelton

Commissioner, Precinct 2

Wayne Shaw

Commissioner, Precinct 3

Larry Treweek

Commissioner, Precinct 4

## **VERIFICATION OF SERVICES RENDERED - Form T-00** INSTRUCTIONS

The Agent/Entity desiring to be paid shall complete Section 1, sign, date and deliver the form, together with a written itemized statement or invoice, when the work is performed or delivered. 1.

2. 3.

The Agent/Underwriter issuing the policy shall complete Section 2.

The Agent/Underwriter paying for the work shall complete Section 3, sign, date and deliver a copy of the form to both the Agent/Entity being paid and the Agent/Underwriter issuing the

All parties shall retain in their records a fully signed copy of this Form T-00 and a copy of the written itemized statement or invoice. 4.

SECT	TION 1 - INFORMA	TION FROM AGENT/ENT	ITY REQUESTING P	AYMENT	, ,		
1.				ng Title Evidence			
	☑ Title Examination				•		
	☐ Closing the Transaction						
	Address of location where work was done for selected service(s): 201 S. Broadway, Brownwood, Texas 76801						
		assigned to this order by A		work:			
2.	AGREEMENT (remaining after	REGARDING PAYMENT remittance to Underwriter 50 %	FOR SERVICE: Per agreed to be paid to or \$	centage or amo the Agent/Entity o	unt of premiun doing the work:		
3.	INFORMATION	ABOUT AGENT/ENTITY	DOING THE MORK				
	Type of entity:	☐ Texas Underwriter	Texas Title	Agent			
	☐ Texas Attorney at Law or Texas PC organized to provide legal services						
	Name:	BCAC, LLC d/b/a Brown	n County Abstract Con	npany			
	Address:	201 S. Broadway		<u> </u>			
	City, State/Zip	Brownwood, TX 76801	l				
	Texas Departme	ent of Insurance Number of	r Texas Bar #:	Firm ID#19	2703		
	Undersigned ce	Undersigned certifies that the service for which payment is requested was actually performed.					
	<b>3</b>		• 12 0 100.100	Date: 6/26/24	y portormou.		
	Donne Her						
		Signature of Authorized Representative for Agent/ Entity doing the Work					
SECT	TION 2 - INFORMA	TION FROM AGENT/UNI	DERWRITER ISSUING	THE POLICY			
4.	Date of Policy (i	es):	County Code	(s): <b>049</b>			
	Order/File/GF#	assigned to this Policy (ies	) by Issuing Agent/Un	derwriter:			
5.	Issue Type:	☐ Out-of-County (2) - Tit	le Evidence from Tex	as Agent			
		☐ Multi-County (1) - Title ☐ Best Evidence (0) - No					
ś.	Liability and Pren	Liability and Premium Amount(s):					
	Owner Title Policy(ies) Liability:		Premium:	\$0.00			
	Mortgagee Policy	(ies) Liability:	\$300,000.00	Premium:	\$1,886.00		
	Endorsement(s)			\$0.00			
	Other		TOTAL	\$	00		
			TOTAL	\$1,886	.00		
	Final amount remaining after remittance to the Underwriter:			\$			
	Final amount paid to the Agent/Entity doing the work:			\$			

7. INFORMATION ABOUT AGENT/UNDERWRITER ISSUING POLICY:

# SECTION 2 – INFORMATION FROM AGENT/UNDERWRITER ISSUING THE POLICY

4. Date of Policy (ies): August 7, 202		
Order/File/GF Number assigned to the 2024-32555	his Policy (ies) by Issuing Agent/U	Inderwriter:
☐ Multi-Coun	enty (2) – Title Evidence from Texasty (1) – Title Evidence from Texastace (0) – No title evidence from Te	s Agent
6. Liability and Premium Amount(s)	:	
Owner Title Policy (ies)	Liability: \$0.00 Premium:	\$0.00
Mortgagee Policy (ies)	Liability: \$300,000.00 Premium:	
Endorsement(s)	·	\$144.30
Other		\$
	TOTAL	\$722.80
Final amount remaining after remitta	nce to the Underwriter:	\$614.39
Final amount paid to the Agent/Entit		\$\$317.84
7. INFORMATION ABOUT AGEN	T/UNDERWRITER ISSUING PO	LICY:
Name: Concierge Title of Texas, LLC		
Address: 5068 West Plano Parkway,	, Ste 165	
City, State/ZIP: Plano, TX 75093		
Firm ID Number: 142528		

# SECTION 3 – INFORMATION FROM AGENT/UNDERWRITER PAYING FOR THE WORK

8. INFORMATION ABOUT AGENT/UNDER	WRITER PAYING FOR THE WORK:
Name: Concierge Title of Texas, LLC	
Address: 5068 West Plano Parkway, Ste 165	
City, State/ZIP Plano, TX 75093	
Firm ID Number: 142528	
Order/File/GF Number assigned to this order by 2024-32555	Agent/Underwriter paying for the work
Undersigned certifies that the above descript final amount shown paid is correct.	ion of work performed is accurate and the
Conrad Galindo Signature of Authorized Representative	Date: 9-27-24
for Agent/Underwriter Paying for the Work	
Signature of Authorized Representative	Date: 9-27-24



# LOAN POLICY OF TITLE INSURANCE (FORM T-2) ISSUED BY

# WESTCOR LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions.

# **COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. Title being vested other than as stated in Schedule A.
- 2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii)a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (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 encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- 3. Lack of good and indefeasible Title.
- 4. No right of access to and from the Land.
- 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

# **COVERED RISKS Continued on next page**

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A.

Issued By: TX1115 \* 2024-32555 Concierge Title of Texas, LLC

5068 W. Plano Pkwy., Suite 165 Plano, TX 75093

alan Nunns

WESTCOR LAND TITLE INSURANCE COMPANY

By:

Attest:

- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage:
  - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
  - (b) failure of any person or Entity to have authorized a transfer or conveyance;
  - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
  - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
  - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
  - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
  - (g) a defective judicial or administrative proceeding.
- 10. The lack of priority of the lien of the Insured Mortgage over any other lien or encumbrance.
- 11. The lack of priority of the lien of the Insured Mortgage
  - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory or constitutional mechanic's, contractor's, or materialman's lien for services, labor or material having its inception on or before Date of Policy; and
  - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
- 12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
- 13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage:
  - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant:
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this
  does not modify or limit the coverage provided under Covered
  Risk 11, 13, or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doingbusiness laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is:
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).
- The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.

#### 1. DEFINITION OF TERMS

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of:
  - (i) the amount of the principal disbursed as of Date of Policy;
  - (ii) the amount of the principal disbursed subsequent to Date of Policy;
  - (iii) construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
  - (iv) interest on the loan;
  - (v) prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
  - (vi) expenses of foreclosure and any other costs of enforcement;
  - (vii) amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
  - (viii) amounts to pay taxes and insurance; and
  - (ix) ) reasonable amounts expended to prevent deterioration of improvements, but reduced by the total of all payments and by any amount forgiven by an Insured.
- (e) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes:
    - (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;
    - (B) if the Indebtedness is evidenced by a "transferable record," the person or Entity who has "control" of the "transferable record," as these terms are defined by applicable electronic transactions law;
    - (C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (D) successors to an Insured by its conversion to another kind of Entity;
    - (E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title:
      - if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured, or
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;
    - (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
  - (ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would

- have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.
- (f) "Insured Claimant": An Insured claiming loss or damage.
- (g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
- (h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (1) "Title": The estate or interest described in Schedule A.
- (m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

#### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

# 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

Subject to the provisions of this policy, upon acquisition of all or any part of the Title pursuant to the provisions of Section 2 of these Conditions, when, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse

#### CONDITIONS - CONTINUED

claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefore, issue to the Insured Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a loan policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to

- establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

# 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.
  - (i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay: or
  - (ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for

#### **CONDITIONS - CONTINUED**

in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of:
  - (i) the Amount of Insurance;
  - (ii) the Indebtedness;
  - (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy; or
  - (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.
- (b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.
- (d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

# 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or establishes the lien of the Insured Mortgage, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

# 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

- (a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.
- (b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

#### 11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

## 12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover.

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Insured's Rights and Limitations.
  - (i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.
  - (ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.
  - (c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights. The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section l(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

#### 13. ARBITRATION

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.

# 14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

- (b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

#### 15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, and all other provisions shall remain in full force and effect.

## 16. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

## 17. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at Westcor Land Title Insurance Company, Attn: Claims, 875 Concourse Parkway South, Suite 200 Maitland, FL 32751. Telephone: (407) 629-5842.

TEXAS T-2
LOAN POLICY

WESTCOR
LAND TITLE
INSURANCE COMPANY

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

# **SCHEDULE A**

Na	me a	and Address of Title Insurance Company:  875	Westcor Land Title Insurance Company Concourse Parkway South, Suite 200, Maitland, FL 32751
Loa Ad	an N dress	o.: 2024-32555 No.: R0012789 ess for Reference only: 3701 U.S. 84 E, Early, TX 76802	Policy No.: LP-85-TX1115-16326095
		ont of Insurance: \$300,000.00 of Policy: August 7, 2024 at 12:08 PM or recording date of the insured	Premium: \$722.80 instrument, whichever is later
1.	Asp	ame of Insured: spire Home Loans LLC, and each successor in ownership of the indeb accessor who is an obligor under the provisions of Section 12(c) of the	
2.		he estate or interest in the Land that is encumbered by the Insured Moree simple	tgage is:
3.		itle is insured as vested in: byce Margaret Morris	
4.	Dec Rec LL	the Insured Mortgage, and its assignments, if any, are described as followed of Trust dated July 31, 2024, filed for record on August 7, 2024 undecords of Real Property of Brown County, TX, executed by Joyce Markey, Trustee, securing the payment of a note of even date therewith in the ome Loans, LLC.	nder Clerk's File No. 2403995 of the Official Public rgaret Morris, a single woman, to Black, Mann & Graham,
5.		he Land referred to in this policy is described as follows: lease see Exhibit A attached hereto and made a part hereof.	
6.	Thi	his policy incorporates by reference those endorsements selected below T-5 (Leasehold Loan Policy Endorsement)	w:
		T-17 (Planned Unit Development)	
	$\boxtimes$	T-19 (Restrictions, Encroachments, Minerals)	
\$		T-19.2 (Minerals and Surface Damage)	
		, , , , , , , , , , , , , , , , , , , ,	
		(	l number
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		8.6	
	⊠	· · · · · · · · · · · · · · · · · · ·	tote statute(s):
	_	TEX. HEALTH & SAFETY CODE sect. 342.007, 342.008 and 361.194; T	
		TEX. NAT. RES. sect. 134.150, if applicable.; TEX. LOCAL GOV'T COD	
		T-39 (Balloon Mortgage)	
		T-42 (Equity Loan Mortgage) and subparagraph 2(f) of the Equity Loan Mo	ortgage Endorsement set forth in Procedural Rule P-44.C(2)
		6-6-7	
		Section 13 of the Conditions of this policy, which relates to Arbitration, is l	hereby deleted.
		Countersigned:	
	Ву	By: Olan Tunns Authorized Signatory	
		mutionized digitatory	

#### SCHEDULE B

File No.: 2024-32555 Policy No. LP-85-TX1115-16326095

# **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of the terms and conditions of leases and easements, if any, shown in Schedule A, and the following matters:

- 1. The following restrictive covenants of record itemized below, but the Company insures that any such restrictive covenants have not been violated so as to affect, and that future violation thereof will not affect, the validity or priority of the Insured Mortgage (insert specific recording data or delete this exception):
  - Volume 714, Page 460, Deed Records of Brown County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
- 2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
  - [X] Item 2 of Schedule B is hereby amended to read: "shortages in area."
- 3. Standby fees, taxes and assessments by any taxing authority for the year 2024, 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.
  - [X] Item 3 of Schedule B is hereby amended to delete: "and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership,"
  - [X] Item 3 of Schedule B is hereby amended to add the following: "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2024 are not yet due and payable."
- 4. Liens and leases that affect the Title, but that are subordinate to the lien of the Insured Mortgage.
- 5. (Insert here all other specific exceptions as to superior liens, easements, outstanding mineral and royalty interests, etc.)
  - a. 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.
  - b. All leases, grants, exceptions, or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the public records, whether they are listed in Schedule B or not, as provided by Sect. 2703.056(a) of the Texas Insurance Code.
  - c. Any portion of the subject property lying within the boundaries of a public or private roadway. (May be amended or deleted upon approval of survey.)
  - d. Oil and Gas Lease in favor of F.R. Jackson dated May 2, 1947 and duly recorded in Volume 356, Page 129, Deed Records, Brown County, Texas. Title to said interest not searched subsequent to date of aforesaid instrument.
  - e. Easement in favor of General Telephone Company of the Southwest dated May 13, 1971 and duly recorded in Volume 608, Page 20, Deed Records, Brown County, Texas.
  - f. Right-of-Way Easement in favor of Zephyr Water Supply Corporation dated April 11, 1977 and duly recorded in Volume 709, Page 269, Deed Records, Brown County, Texas.

- g. Easement and Right-of-Way in favor of Texas Power and Light Company and General Telephone Company of the Southwest dated September 27, 1978 and duly recorded In Volume 740, Page 674, Deed Records, Brown County, Texas.
- h. Easement in favor of Warner Johnson and wife, Evelyn Johnson dated February 21, 1980 and duly recorded in Volume 764, Page 338, Deed Records, Brown County, Texas.
- i. Lease Agreement dated July 30, 1971, by and between Vida Franch and husband, Joe French, as Lessor and General Telephone Company of the Southwest, as Lessee, recorded In Volume 616, Page 106, Deed Records, Brown County, Texas.
- j. Overhead electric lines and any easement rights associated therewith arising by unrecorded grant or by use as disclosed by the survey dated December 18, 2023, prepared by Roy Pfingsten, RPLS No. 4405.
- k. Water meter as disclosed by the survey dated December 18, 2023, prepared by Roy Pfingsten, RPLS No. 4405.

# **EXHIBIT A**

# **LEGAL DESCRIPTION**

Being 4.64 acres of land, situated in Brown County, Texas, out of the RICHARD HIGHSMITH SURVEY NUMBER 15, ABSTRACT NUMBER 401, and being the land that is described as a 4.63 acre tract of land in a deed from Lupe Armendarez and Leona Armendarez, to Bryan Keith Senkirik and Sheila Senkirik, recorded in Volume 1398 at Page 816, Official Public Records of Brown County, Texas, and further described as follows;

BEGINNING, at a 3 inch pipe post found in a fence corner at the North corner of said 4.63 acre tract, and being the West corner of a 5.003 acre tract of land that is described in a deed to Angelica Alvarez, et al, recorded in Instrument Number 201693993, said Official Public Records, and being in the Southeast line of a former 53.942 acre tract of land that is described in a deed to Harold R. Gist, et ux, recorded in Volume 744 at Page 216, Deed Records of Brown County, Texas, for the North corner of this tract;

THENCE, S 56° 46' 25" E 281.33 feet, with a fence along the Northeast line of said 4.63 acre tract and the Southwest line of said 5.003 acre tract, to a 3 inch pipe post found at the East corner of said 4.63 acre tract, and being the North corner of a 6.73 acre tract of land that is described in a deed to Jason Quade Driskill, recorded in Instrument Number 2107692, said Official Public Records, for the East corner of this tract:

THENCE, with a fence along the Southeast line of said 4.63 acre tract and the Northwest line of said 6.73 acre tract, as follows, S 43° 06' 36" W 290.45 feet, to a 3/8 inch iron rod found, N 59° 43' 45" W 40.92 feet, to a 3/8 inch iron rod found, S 33° 22' 12" W 231.02 feet, to a ½ inch iron rod found, and S 33° 23' 19" W 179.08 feet, to a 3 inch pipe post found at the South corner of said 4.63 acre tract, and being the West corner of said 6.73 acre tract, and being in the North Right of Way line of U.S. Highway 84-183, for the South corner of this tract;

THENCE, N 66° 40′ 51″ W 12.05 feet, with the North Right of Way line of U.S. Highway 84-183, to a 3 inch pipe post found at the Southeast corner of a 0.014 acre tract of land that is described in a Lease, to General Telephone Company of the Southwest, recorded in Volume 616 at Page 106, said Deed Records, for a corner of this tract;

THENCE, with the lines of said 0.014 acre tract, as follows, N 27° 07′ 36″ E 25.12 feet, to a 3/8 inch iron rod found, N 63° 07′ 37″ W 25.13 feet, to a 3/8 inch iron rod found, and S 27° 25′ 00″ W 25.18 feet, to a 3 inch pipe post found in the North Right of Way line of U.S. Highway 84-183, for a corner of this tract;

THENCE, N 63° 21' 06" W 289.28 feet, with the North Right of Way line of U.S. Highway 84-183, to a 3 inch pipe post found at the West corner of said 4.63 acre tract, and being the South corner of a 3.68 acre tract of land that is described in a deed to Roy A. Robinson, recorded in Instrument Number 20165191, said Official Public Records, for the West corner of this tract;

THENCE, N 43° 34′ 51″ E 312.47 feet, with the Southeast line of said 3.68 acre tract and the Northwest line of said 4.63 acre tract, part way along a fence, to a ½ inch iron rod found at the East corner of said 3.68 acre tract, and being the Southeast corner of a 0.13 acre tract of land that is described in a deed to Roy A. Robinson, recorded in Instrument Number 1605593, said Official Public Records, for a corner of this tract;

THENCE, N 43° 35' 35" E 10.47 feet, with the Southeast line of said 0.13 acre tract and the Northwest line of said 4.63 acre tract, to a ½ inch iron rod found at the Northeast corner of said 0.13 acre tract, for a corner of this tract;

THENCE, N 43° 36' 58" E 425.71 feet, with the Southeast line of said former 53.942 acre tract and the Northwest line of said 4.63 acre tract, part way with a fence, to the point of beginning and containing 4.64 acres of land.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.

#### . VERIFICATION OF SERVICES RENDERED - Form T-00 INSTRUCTIONS

The Agent/Entity desiring to be paid shall complete Section 1, sign, date and deliver the form, 1. together with a written itemized statement or invoice, when the work is performed or delivered. The Agent/Underwriter issuing the policy shall complete Section 2. The Agent/Underwriter paying for the work shall complete Section 3, sign, date and deliver a 3. copy of the form to both the Agent/Entity being paid and the Agent/Underwriter issuing the policy. 4. All parties shall retain in their records a fully signed copy of this Form T-00 and a copy of the written itemized statement or invoice. SECTION 1 - INFORMATION FROM AGENT/ENTITY REQUESTING PAYMENT Service for which payment is requested: Furnishing Title Evidence П V Title Examination Closing the Transaction Address of location where work was done for selected service(s): 201 S. Broadway, Brownwood, Texas 76801 Order/File/GF# assigned to this order by Agent/Entity doing the work: 2400829BC AGREEMENT REGARDING PAYMENT FOR SERVICE: Percentage or amount of premium 2. (remaining after remittance to Underwriter) agreed to be paid to the Agent/Entity doing the work: 50 % or INFORMATION ABOUT AGENT/ENTITY DOING THE WORK: 3. Type of entity: ☐ Texas Underwriter ▼ Texas Title Agent ☐ Texas Attorney at Law or Texas PC organized to provide legal Name: BCAC, LLC d/b/a Brown County Abstract Company Address: 201 S. Broadway City, State/Zip Brownwood, TX 76801 Texas Department of Insurance Number or Texas Bar #: Firm ID #192703 Undersigned certifies that the service for which payment is requested was actually performed. Date: 6/26/24

Donne sales

Signature of Authorized Representative for Agent/ Entity doing the Work

# SECTION 2 – INFORMATION FROM AGENT/UNDERWRITER ISSUING THE POLICY

4. Date of Policy (ies): August 7, 2024	County Code(s): 049		
Order/File/GF Number assigned to t	his Policy (ies) by Issuir	ng Agent/U	nderwriter:
Multi-Cour	anty (2) – Title Evidence nty (1) – Title Evidence nce (0) – No title eviden	from Texas	Agent
6. Liability and Premium Amount(s)	:		
Owner Title Policy (ies)	Liability: \$0.00	Premium:	\$0.00
Mortgagee Policy (ies)	Liability: \$300,000.00	Premium:	\$ 578.50
Endorsement(s)			\$ 144.30
Other			\$
	TOTAL		\$722.80
Final amount remaining after remitta	ance to the Underwriter:		<b>\$</b> 614.39
Final amount paid to the Agent/Entit	ty doing the work:		\$\$317.84
7. INFORMATION ABOUT AGEN	T/UNDERWRITER IS	SUING PO	LICY:
Name: Concierge Title of Texas, LLC			
Address: 5068 West Plano Parkway, Ste 165			
City, State/ZIP: Plano, TX 75093			
Firm ID Number: 142528			

# SECTION 3 – INFORMATION FROM AGENT/UNDERWRITER PAYING FOR THE WORK

	WRITER PAYING FOR THE WORK:
Name:	
Address:	
City, State/ZIP	
Firm ID Number:	
Order/File/GF Number assigned to this order by	Agent/Underwriter paying for the work
Undersigned certifies that the above descriptifinal amount shown paid is correct.	on of work performed is accurate and the