

*Cover page for:*

**Preliminary Title Insurance Schedules**  
**(with copies of recorded exception documents)**

*Preliminary title insurance schedules prepared by:*

**Lone Star Abstract & Title Co., Inc.**

**(File Number: 500410-SLN)**

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**Auction Tract 7**  
**(Dewitt County, Indiana)**

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*For November 13, 2025 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Bob and Jackie Realty, LLC**

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

## COMMITMENT FOR TITLE INSURANCE T-7

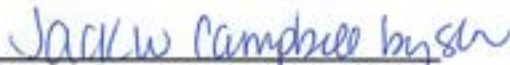
### ISSUED BY TITLE RESOURCES GUARANTY COMPANY

We, TITLE RESOURCES GUARANTY 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.

Lone Star Abstract & Title Co., Inc.  
600 North Loraine Street  
Midland, TX 79701  
T: (432) 683-1818  
F: (432) 683-2217  
License #: 1876753

Countersigned:



Jack W. Campbell, License #: 1888331  
Authorized Signatory

### 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 TEXAS TITLE INSURANCE INFORMATION (Form T-7)

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 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 parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Lone Star Abstract & Title Co., Inc.  
NAME OF TITLE AGENT

500410-SLN  
FILE NUMBER

## TEXAS CONSUMER NOTICE

### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance Company. If you don't, you may lose your right to appeal.

### Title Resources Guaranty Company

To get information or file a complaint with your insurance company:

**Toll-free: 800-526-8018**

Email: [claims@titleresources.com](mailto:claims@titleresources.com)  
Mail: Title Resources Guaranty Company  
Attention: Claims  
8111 LBJ Freeway, Suite 1200  
Dallas, TX 75251

### The Texas Department of Insurance

To get help with an insurance question, or file a complaint with the state:

Call with a question: 1-800-252-3439  
Online: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)  
Mail: Consumer Protection, MC: CO-CP, Texas  
Department of Insurance, P.O. Box 12030, Austin, TX  
78711-2030

### ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Se no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través de proceso de quejas o apelaciones de su compañía de seguros. So no lo hace, podría perder su derecho para apelar.

### Title Resources Guaranty Company

Para obtener información o para presentar una queja ante su compañía de seguros:

**Teléfono gratuito: 800-526-8018**

Correo electrónico: [claims@titleresources.com](mailto:claims@titleresources.com)  
Dirección postal: Title Resources Guaranty Company  
Attention: Claims  
8111 LBJ Freeway, Suite 1200  
Dallas, TX 75251

### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame: 1-800-252-3439  
En línea: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
Correo electrónico:  
[ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)  
Dirección postal: Consumer Protection, MC: CO-CP,  
Texas Department of Insurance, P.O. Box 12030,  
Austin, TX 78711-2030

# Title Resources Guaranty Company

## SCHEDULE A

Effective Date: 10/10/2025 at 8:00 AM  
Commitment No.500410-SLN, issued 31st day of October, 2025

GF No.: 500410-SLN

1. Policy or Policies to be issued:
  - 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: To Be Determined
  - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
--ONE-TO-FOUR FAMILY RESIDENCES (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)  
Policy 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:  
Bob and Jackie Realty, LLC
4. Legal Description of Land:  
Please see Exhibit A attached hereto and made a part hereof.

Countersigned:

  
Authorized Signatory  
Jack W. Campbell, License #: 1888331  
Lone Star Abstract & Title Co., Inc., 1876753

# Title Resources Guaranty Company

## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below:

Intentionally 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 2026, 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 2026 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. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use. (Owner's Title Policy)
- b. Rights of parties in possession. (Owner's Title Policy)
- c. Any and all unrecorded leaseholds, rights of vendors and holders of security interests on personal property installed upon the property by tenants, and rights of tenants to remove trade fixtures at the expiration of the term of leases.
- d. Portion of the property that may lie within any roadway.
- e. 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.
- f. 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 listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.
- g. 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 interests that are not listed.
- h. All fence locations.
- i. Easement from Otto C. Roehl to Southwestern Bell Telephone Company, dated February 21, 1957 and recorded in Volume 139, Page 223 of the Deed Records of DeWitt County, Texas.
- j. Right of Way Deed from Otto C. Roehl and Emma Roehl to the State of Texas, dated February 28, 1959 and recorded in Volume 144, Page 191 of the Deed Records of DeWitt County, Texas.
- k. Right of Way Easement from Otto C. Roehl to United Gas Pipe Line Company, dated September 25, 1961 and recorded in Volume 151, Page 297 of the Deed Records of DeWitt County, Texas.
- l. Easement and Right of Way from Otto C. Roehl to Central Power and Light Company, dated July 30, 1976 and recorded in Volume 237, Page 67 of the Deed Records of DeWitt County, Texas.

# Title Resources Guaranty Company

## SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. NOTE to all Buyers, Sellers, Borrowers, Lenders and all parties interested in the transaction covered by this commitment. The following constitutes a major change in the procedures and requirements for disbursement of funds by the Title Agent pursuant to this transaction:  
Effective September 26, 1988 the State Board of Insurance (k/n/a Texas Department of Insurance) adopted procedural Rule P-27 (as amended) which requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust (escrow) fund account.  
"Good Funds" mean:
  - i. Cash or wire transfers;
  - ii. Cashier's check. For purposes of this Rule, a cashier's check is defined to mean a check that is (1) drawn on a financial institution; (2) signed by an officer or employee of the financial institution on behalf of the financial institution as drawer; (3) a direct obligation of the financial institution; and (4) provided to a customer of the financial institution or acquired from the financial institution for remittance purposes.
  - iii. Certified check. For purposes of this Rule, a certified check is defined to mean a check with respect to which the drawee financial institution certifies by signature on the check of an officer or other authorized employee of the financial institution that: (1) the signature of the drawer on the check is genuine; (2) the financial institution has set aside funds that are equal to the amount of the check and will be used to pay the check; or (3) the financial institution will pay the check upon presentment.
  - iv. Teller's check. For purposes of this Rule, a teller's check is defined to mean a check (1) provided to a customer of a financial institution or acquired from a financial institution for remittance purposes, (2) that is drawn by the financial institution, and (3) is drawn on another financial institution or payable through or at a financial institution.
  - v. Any other instrument that has been determined by the Board of Governors of the Federal Reserve System to be the functional equivalent of a cashier's, certified or teller's check.
  - vi. Uncertified funds in amounts less than \$1,500, including checks, traveler's checks, money orders, and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500 limitation;
  - vii. Uncertified funds in amounts of \$1,500 or more, drafts, and any other items when collected by the financial institution;
  - viii. State of Texas Warrants;

ix. United States Treasury Checks;

x. Checks drawn on an insured financial institution and for which a transaction code has been issued pursuant to, and in compliance with, a fully executed Immediately Available Funds Procedure Agreement (Form T-37) with such financial institution;

xi. Checks by city and county governments located in the State of Texas.

6. The tax certificate furnished by the taxing authorities is on real estate only; it does not include mineral or personal property. Therefore, no liability is assumed herein for the payment of said mineral and/or personal property taxes.
7. If Lone Star Abstract is asked to issue an Owner's Title Policy, we will require a properly executed Waiver of Inspection as to Title Insuring Issues signed by the Purchasers of this transaction.
8. We will require a properly executed and notarized Affidavit as to Debts and Liens signed by the party(ies) in title.
9. Secure the following from Bob & Jackie Realty, LLC, executed by its operating manager under authorization of a duly adopted resolution of its Members, as required by Section 21.455 et seq of the Texas Business Organizations Code: (a) a resolution authorizing the proposed transaction and establishing the authority of the individual(s) and title(s) that will be signing on behalf of the limited liability company; (b) a copy of the Certificate of Organization issued by the Texas Secretary of State; (c) a copy of Company Regulations or Operating Agreement; (d) a Certificate of incumbency stating the names of all the limited liability company including managers and officers or members if entity is member managed; and (e) the Franchise Tax Account Status page from the Texas Comptroller's Office, showing the right to transact business in Texas as "Active".
10. Deed of Trust executed by Bobby Lee Koricanek, Trustee on behalf of Tanner L. Koricanek Trust and Wyatt J. Koricanek Trust to Garry M. Gaskins, Trustee, dated March 28, 2025, filed for record on March 28, 2025, and recorded in Document No. 151482, of the Official Public Records of De Witt County, Texas, securing Blue Sky Bank in the payment of one note of even date therewith in the principal sum of \$15,000,000.00, due and payable and bearing interest as therein provided.

Assignment of Leases and Rents recorded in Document No. 151483, Official Public Records of DeWitt County, Texas.

11. Second Deed of Trust executed by Bobby Lee Koricanek, Trustee on behalf of Tanner L. Koricanek Trust and the Wyatt J. Koricanek Trust to Garry M. Gaskins, Trustee, dated March 28, 2025, filed for record on March 28, 2025, and recorded in Document No. 151484 151484, of the Official Public Records of De Witt County, Texas, securing Blue Sky Bank in the payment of one note of even date therewith in the principal sum of \$4,000,000.00, due and payable and bearing interest as therein provided.

Assignment of Leases and Rents recorded in Document No. 151485, Official Public Records of DeWitt County, Texas.

12. We will require a Notice to Purchaser regarding the Municipal Utility District ("MUD") and water district notices that must be delivered to and executed by the purchaser prior to final execution of the contract and executed and acknowledged by the seller and purchaser at closing and recorded.
13. Company requires that notary seals contained in any document executed on or after January 1, 2016, must include the notary's identification number as required by Texas Government Code Section 406.013 when the notary public is either (1) a new notary appointee or (2) an existing notary appointee whose appointment has been renewed on or after January 1, 2016.
14. This transaction may be subject to the FinCEN Residential Real Estate Reporting Rule ("RRE Rule") issued pursuant to the Bank Secrecy Act, effective December 1, 2025. Information necessary to comply with the RRE Rule must be obtained and provided to the Reporting Person, as defined in the RRE Rule, prior to closing.
15. FOR INFORMATION PURPOSES ONLY: Company has performed a twenty-four (24) month deed search on the subject property and finds the following conveyances of record: (a) Warranty Deed executed by Bobby Lee Koricanek, as Trustee of the Wyatt J. Koricanek Trust, a Texas Trust and Bobby Lee Koricanek, as Trustee of the Tanner L. Koricanek Trust, a Texas Trust to Bob & Jackie Realty, LLC, dated August 20, 2025, and recorded on August 22, 2025, in Instrument Number 153078, Official Records of DeWitt County, Texas.

By: Jack W Campbell by son  
Authorized Signatory

# Title Resources Guaranty Company

## SCHEDULE D

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 issuing Title Insurance Company, **Title Resources Guaranty Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors, and officers are listed below:

**Shareholders:**

RE Closing Buyer Corp.

**Directors:**

Donald J. Casey; Alan Colberg; Matthew Kabaker; Kevin Mahony; J. Scott McCall; Kevin R. Wall; Virginia Suliman; Ajay Waghay, Charles Chacko, John Harrell

**Officers:**

Kevin R. Wall -President/CEO; Owen E. Girard-Secretary; Peter Prygelski-Treasurer/Chief Financial Officer

2. The following disclosures are made by the Title Insurance Agent **Lone Star Abstract & Title Co., Inc.** issuing this Commitment:

- (a) A listing 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 is as follows: **Jack W. Campbell**
- (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 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 is as follows:
- (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent are as follows:  
**Jack W. Campbell**  
**Joseph W. Campbell, Jr.: Executive Vice President, Rachel Evans: Senior Vice President, Troy Campbell: Corporate Secretary, Debora Blackaller: Vice President, Sherry Nock: Vice President, Geoffrey Ortiz: Vice President**
- (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive is disclosed in paragraph 3.
- (e) For purposes of this paragraph 2, "having, owning, or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm, or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

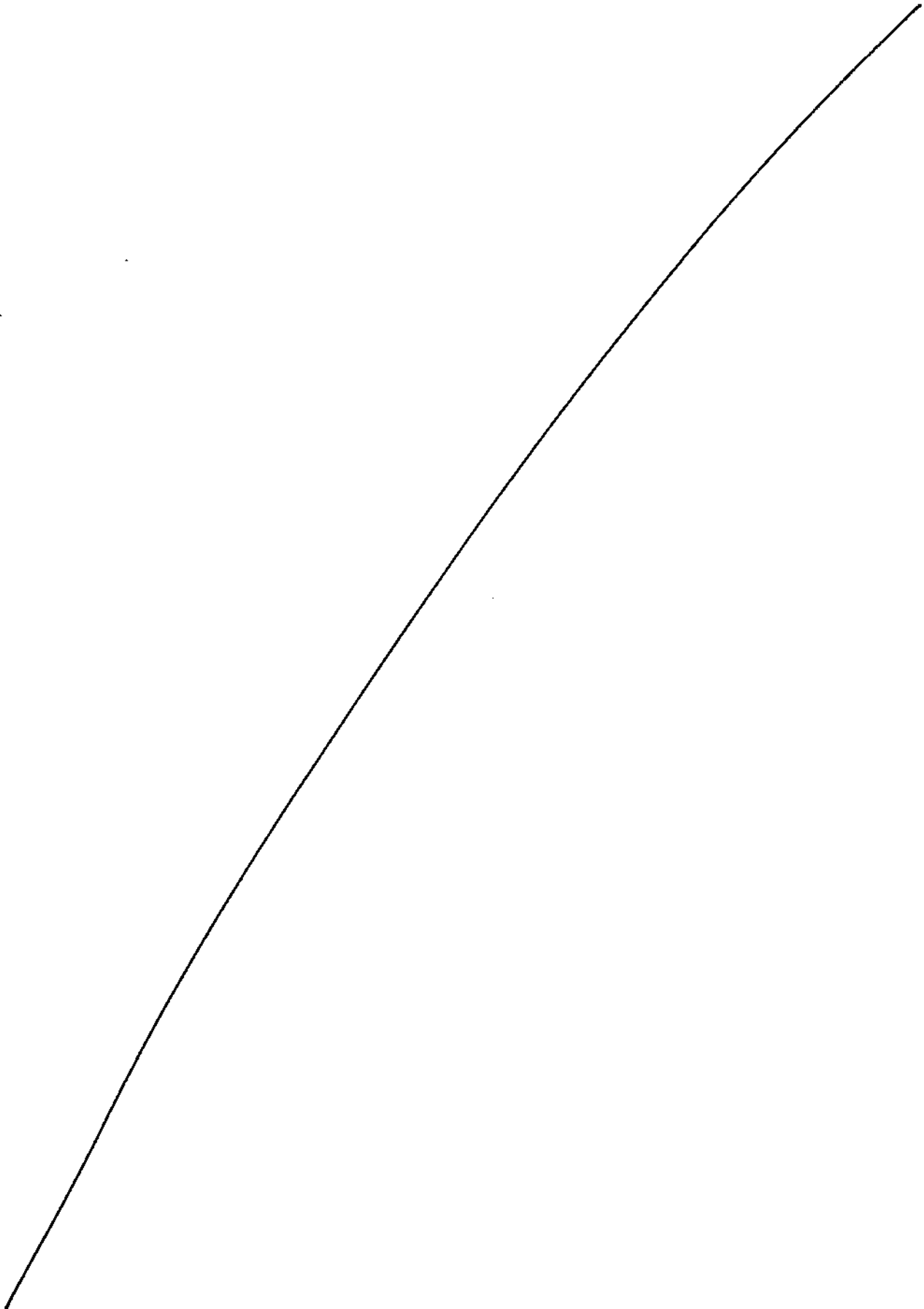
You are further advised that the estimated title premium\* is:

Owner's Policy	\$328.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	\$
Total	\$328.00

Of this amount: ~~\$49.20~~ (or 15%) will be paid to the policy issuing Title Insurance Company; ~~\$27.88~~ (or 85 %) will be retained by the Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

AMOUNT	TO WHOM	FOR SERVICES
90% _____ (or %)	Mission Title, LP _____	Closing _____

\*The estimated premium is based upon information furnished us as the date of this Commitment for Title Insurance. Final determination of the amount of premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.



**EXHIBIT A  
LEGAL DESCRIPTION**

BEING ALL THAT CERTAIN PARCEL OR TRACT OF LAND CONTAINING 25 ACRES OF WHICH 13.5 ACRES MORE OR LESS IS OUT OF THE INDIANOLA RAILROAD COMPANY SURVEY SECTION 25, A-250 AND 11.5 ACRES MORE OR LESS IS OUT OF THE ANTONIO SIDIC SURVEY A-418, LOCATED IN DEWITT COUNTY, TEXAS AND BEING A PART OF THAT CALLED 119.1-ACRE TRACT DESCRIBED IN DEED TO SHARON R. MATEJEK 1/4 INTEREST AND CARL MATEJEK 1/4 INTEREST FROM WILFRED H. ROTH ET. UX. RECORDED IN VOL. 119 PAGE 112 AND IN DEED TO SHARON MATEJEK 1/4 INTEREST AND CARL MATEJEK 1/4 INTEREST FROM WILFRED H. ROEHL ET. UX. RECORDED IN VOL. 126 PAGE 137 IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY: SAID 25-ACRE TRACT IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH DIAMETER IRON ROD CAPPED AND MARKED 1975, SET AT THE SOUTH CORNER OF THIS TRACT, BEING THE INTERSECTION OF THE NORTHEAST RIGHT OF WAY LINE OF THIEME ROAD (A 50 FEET WIDE COUNTY MAINTAINED ROAD) WITH THE NORTHWEST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 72 (80 FEET WIDE RIGHT OF WAY), NEAR THE SOUTH CORNER OF SAID 119.1-ACRE TRACT;

THENCE WITH THE NORTHEAST RIGHT OF WAY LINE OF THIEME ROAD, N 60 DEG. 15 MIN. 08 SEC. W, 758.77 FEET TO A 5/8 INCH DIAMETER IRON ROD FOUND AT THE WEST CORNER OF THIS TRACT AND THE SOUTH CORNER OF A CALLED 100.99-ACRE TRACT DESCRIBED IN DEED TO LAMAR R. BLASCHKE ET. UX. RECORDED IN VOL. 293 PAGE 154 IN THE DEED RECORDS OF SAID COUNTY;

THENCE WITH A LINE, AS GENERALLY FENCED, SEPARATING THIS TRACT AND SAID 119.1-ACRE TRACT FROM SAID 100.99-ACRE TRACT, N 30 DEG. 00 MIN. 00 SEC. E, (BASE BEARING FOR THIS SURVEY) 1,175.78 FEET TO A 5/8 INCH DIAMETER IRON ROD CAPPED AND MARKED 1975, SET AS THE NORTH CORNER OF THIS TRACT;

THENCE ACROSS SAID 119.1-ACRE TRACT, S 60 DEG. 15 MIN. 08 SEC. E, 1,093.65 FEET TO A 5/8 INCH DIAMETER IRON ROD CAPPED AND MARKED 1975, SET AS THE EAST CORNER OF THIS TRACT, IN THE NORTHWEST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 72;

THENCE WITH SAID RIGHT OF WAY LINE, S 45 DEG. 52 MIN. 43 SEC. W, 1,223.96 FEET TO THE PLACE OF BEGINNING AND CONTAINING 25 ACRES OF LAND.

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

<b>FACTS</b>	<b>WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect, and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does TITLE RESOURCES GUARANTY COMPANY share?</b>	<b>Can you limit this sharing?</b>
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
<b>Questions?</b>	Go to <a href="https://www.trguw.com/privacypolicy">https://www.trguw.com/privacypolicy</a>	

## Who we are

Who is providing this notice?

TITLE RESOURCES GUARANTY COMPANY

## What we do

How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?

We collect your personal information, for example, when you

- Apply for insurance or pay insurance premiums
- Provide your mortgage information or show your driver's license

Give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes –information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate, Inc. ([www.anywhere.re](http://www.anywhere.re)); Anywhere Integrated Services, LLC ([www.anywhereis.re](http://www.anywhereis.re)); HomeServices of America, Inc. ([www.homeservices.com](http://www.homeservices.com)); Lennar Corporation ([www.lennar.com](http://www.lennar.com)); and OpenDoor Technologies Inc. ([www.opendoor.com](http://www.opendoor.com))*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- **TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.**

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or service to you.

- **TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.**

## Other Important Information

For European Union Customers

Please see our Privacy Policy located at <https://www.trguw.com/privacypolicy>

For our California Customers

Please see our notice about the California Consumer Protection Act located at <https://www.trguw.com/privacypolicy>

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## PRIVACY POLICY

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. In accordance with the Gramm-Leach-Bliley Act (GLBA), Lone Star Abstract & Title Co., Inc. (LSAT) understands that you may be concerned about what we will do with such information - particularly any personal, digital or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others;
- Information we receive from a consumer-reporting agency; and
- Direct and related identifiers, physical characteristics, commercial information, biometric information, internet or other electronic network activity information, geolocation data, audio, electronic and visual information as well as professional or employment-related information.

### Use of Information

We request information from you for our legitimate business purposes and not for the benefit of any nonaffiliated party. We do not sell your information. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements. We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested for us; or (2) as permitted by law.

### Links to Third Party Sites

Our applications and websites may contain links to third party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies and notices, which we strongly suggest you review. We do not accept any responsibility or liability for the policies or practices of any third parties.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical and/or electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

# **AFFILIATED BUSINESS ARRANGEMENTS DISCLOSURE STATEMENT**

## **NOTICE**

GF# 500410-SLN

To: Customer of Lone Star Abstract & Title Co., Inc.

Property: 64 Thieme Road, Nordheim, TX 78141

From: Lone Star Abstract & Title Co., Inc. Date: \_\_\_\_\_, 20\_\_

This is to give you notice that Lone Star Abstract & Title Co., Inc. has a business relationship with Advanced Tax Management, Inc. Advanced Tax Management, Inc. supplies tax certificates for Lone Star Abstract & Title Co., Inc. and may be considered an Affiliated Business Arrangement in accordance with Title 12 USC 2602 (7).

Set forth below is the estimated charge or range of charges by Advanced Tax Management, Inc. for the following settlement services:

Tax Certificates \$25 plus tax per tax account

You are NOT required to use Advanced Tax Management, Inc. as a condition for purchase, sale, or refinance of the subject property, THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Document Preparation:

You are NOT required to use our in-house attorney, Pinson Law Firm, as a condition for the settlement of your loan, purchase/sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

OTTO C. ROEHL

#6055 EASEMENT TO

SOUTHWESTERN BELL TELEPHONE COMPANY

\$256.00

Received of SOUTHWESTERN BELL TELEPHONE COMPANY Two Hundred Fifty Six and NO/100 Dollars, in consideration of which I hereby grant unto said Company, its associated and allied companies, their respective successors, assigns, licensees and agents, an easement with the right, privilege and authority to construct, reconstruct, operate, maintain, repair, or remove lines of telephone and telegraph, or other signal or communication circuits, consisting of underground conduits, cables, manholes, markers and fixtures as the grantee may from time to time require (and with the right at any time to cut down all trees, brush and stumps, within ten feet of each side of said lines), with the right of ingress and egress to or from said easement upon, across, over and under the property of the undersigned, in the County of DeWitt and State of Texas, described as follows:

105 acres of land out of the Indianola R. R. Company Survey NO. 25 and the Anton Sidis Survey, Abstract 418, conveyed in deed from Alfred Baer to Otto C. Roehl, dated August 12, 1946, recorded in Volume 118, Page 343, of the Deed Records of DeWitt County, Texas.

This property is not now and has never been designated by myself or my family as a homestead.

No structure shall be erected or permitted within ten feet of said lines and no pipe line or other sub-surface structure shall be permitted to cross said telephone cable route without the consent of the grantee, its successors, and assigns. Such crossing of said cable route shall be permitted upon request, provided the applicant submits plans of its proposed crossing and notifies the grantee ten days before the actual starting of such work, and provided said proposed sub-surface structure shall not in any way interfere with the maintenance or operation of said conduits, cables, and fixtures.

Said conduits and cables shall be buried to such depth as not to interfere with the ordinary cultivation of said land.

Said lines begin on the southerly property line at a point 130 feet westerly of the west right of way line of Texas State Highway NO. 72; thence extending North 45 degrees 25 minutes East approximately 3942 feet to a point; thence extending northerly to the north property line.

Grantee hereby agrees to indemnify the grantor and his tenants for all damages to crops, terraces, fences and livestock caused by its employees and agents during the construction, reconstruction and repairs of said lines.

WITNESS my hand and seal this 21 day of February, 1957, at Hordheim, Texas.

WITNESS R. E. Smith

Otto C. Roehl (Land Owner)

\$ .55 IR Stamps attached/enc.

STATE OF TEXAS | ss.  
COUNTY OF DEWITT |

Before me, the undersigned authority, on this day personally appeared Otto C. Roehl,

known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of February, A.D. 1957.

N. E. Strieber, Notary Public in and for  
DeWitt County, Texas.

Seal

FILED FOR RECORD ON THE 11th day of March, 1957, at 8:00 o'clock A. M. and recorded on the 19th day of March, 1957, at 3:30 o'clock P. M.

Ray Gips, County Clerk.  
DeWitt County, Texas

Seal

By Francis A. Stafford, Deputy

THE STATE OF TEXAS }  
County of DeWitt }

12485 RIGHT OF WAY

This indenture, made on the 28th day of February 1959  
by and between Otto C. Roehl and wife, Emma Roehl  
of the County of DeWitt and State of  
Texas, part 188 of the first part, and the County of DeWitt in the State of Texas, party of the second  
part,

Witnesseth, that the part 188 of the first part, in consideration of the sum of \$ 26.00  
Twenty six and 00/100 Dollars to us, cash

In hand paid by said party of the second part, the receipt of which is hereby acknowledged, do....., by these presents remise, release and forever quit-claim, unto the said party of the second part, the following described land, lying, being and situated in the County of DeWitt and State of Texas, to-wit:

In DeWitt County, Texas, a part of Section No. 25, Indianola R. R. Co. Survey, and a part of a 119.1 acre tract of land, conveyed to Otto C. Roehl by Alfred Baer, and wife, Lillie Baer, by deed dated June 3, 1944, and recorded in Volume 118, Page 343, Deed Records, DeWitt County, Texas, and described as follows:

Beginning at a stake set in the south corner of the 119.1 acres tract and in the north edge of the public road; Thence with said road, North 60, West 270.6 varas to a stake for corner; Thence North 30 West 15 feet (5.4 varas) to a stake for corner; Thence South 60, East 270.6 varas to a stake set in the south line of the 119.1 acre tract. Thence South 46-05 West 15 feet (5.4 varas) to the place of beginning, containing 26/100 acres of land, be the same more or less.

The Grantors reserve all of the oil, gas and sulphur in and under said land, but waive all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall affect the rights of DeWitt County to use said land and other minerals and materials thereon, therein or thereunder for road purposes, it being specifically understood that the County and its assigns shall be vested with the title to and the right to take and use, without additional compensation, any stone, earth, gravel, calcine or any other materials or minerals upon, in and under said land, except oil, gas and sulphur, for the construction and maintenance of the Highway System of Texas.

To have and to hold the same, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part, for the purpose of establishing and maintaining a public road on the said land herein..... conveyed forever.

In Witness whereof, the said part 1st of the first part do hereby set hand and seal, this 10th day of March 1959.

Witnessed by

*Otto C. Roehl*  
*Emma Roehl*

THE STATE OF TEXAS

County of DeWitt

Before me, the undersigned authority, on this day personally appeared Otto C. Roehl and Emma Roehl, wife of Otto C. Roehl, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the purposes and considerations therein expressed. And the said Emma Roehl, wife of the said Otto C. Roehl, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Emma Roehl, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed and that she did not wish to retract it.



Notary Public in and for DeWitt County, Texas  
A. D. 1959

FILED FOR RECORD ON THE 10th DAY OF March AD 1959, AT 9:00 O'CLOCK P.M.  
AND RECORDED ON THE 11th DAY OF March AD 1959, AT 4:30 O'CLOCK P.M.

(SEAL)

Ray Lips, COUNTY CLERK, DEWITT COUNTY, TEXAS

FORM 30-202 (1-23)  
ST. LOUIS, MO.

23932

RIGHT OF WAY

ER 1-24 WA 418 Project #2  
Yorktown 8" Line  
Otto Roehl-Owner  
*Page # 36*

STATE OF TEXAS  
COUNTY OF DEWITT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of TEN AND NO/100 DOLLARS

(\$10.00) to the undersigned (herein styled "Grantor," whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto UNITED GAS PIPE LINE COMPANY, a Delaware Corporation, (herein styled "Grantee"), its successors and assigns, a right of way and easement to construct, maintain, operate, repair and replace rectifiers, telegraph, telephone and power lines and appurtenances thereto, including the necessary poles, guy wires and anchors and to install and bury under the surface of the ground below plow depth, ground pipes at or near the location of said poles, and wires connecting said power line with said ground pipes and with any pipe lines of Grantee located on the following land, over, across, in and upon the following described lands situated in

DEWITT County, State of TEXAS

To-wit:

That certain tract or parcel of land containing 119.1 acres, more or less, of which 14 acres is a part of the Indianola Rail Road Company's Survey and of which 105.1 acres is a part of the Antonio Sidie One-Third League more fully described in the deed from Alfred Buer, et ux

to Otto C. Roehl, dated June 3, 1944, and recorded in Volume 118, Page 343, of the Deed Records of said County, to which reference is hereby made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as the rights and easements herein granted, or any of them shall be used by, or useful to, Grantee for the purposes herein granted, with ingress to and egress from the premises, for the purposes of constructing, inspecting, repairing, maintaining and replacing the property of Grantee herein described, and the removal of same at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises; except for the purposes herein granted to the said Grantee, which hereby agrees to pay any damages which may arise to growing crops, fences or timber from the construction, maintenance and operation of said telegraph, telephone and power lines and ground pipes; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

And Grantor does hereby bind himself, his heirs and legal representatives to warrant and forever defend, all and singular, the above described easement and rights unto the said Grantee, its successors and assigns, against every person, whomsoever lawfully claiming or to claim the same or any part thereof.

It is hereby understood that the parties securing this grant in behalf of Grantee are without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 25th day of September, A. D., 1961  
Signed and delivered in the presence  
of the undersigned witnesses:

Thomas W. Dugg

Otto C. Roehl

THE STATE OF Texas  
COUNTY OF Karnes

Before me, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared Otto C. Roehl, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 25th day of September, A. D., 1961



Seal

Jim Blaney Notary Public  
in and for Karnes County, Texas

FILED FOR RECORD THE 2 DAY OF Oct, AD 1961, AT 8:00 A.M.,  
AND RECORDED THE 6 DAY OF Oct, AD 1961, AT 8:30 A.M.  
(SEAL) Lay Lips, COUNTY CLERK, DEWITT COUNTY, TEXAS.

S.S.C. Gas Producing Co.

C-187-874

72287

W.O. #1003  
Sub. #507  
Nordham Dist.

**EASEMENT AND RIGHT OF WAY**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

County of DeWitt

That Otto C. Roehl

Grantor, whether one or more, for and

In consideration of one dollar and other good and valuable consideration

(\$1.00-----) Dollars, to Grantor in hand paid by Central Power and Light Company, a Texas corporation, "Grantee", the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto Grantee, its successors and assigns, an easement and right of way for electric transmission lines, consisting of poles or towers made of wood, metal, or other materials, wires, circuits, static wires, communications circuits, crossarms, insulators, guys, and all necessary or desirable appurtenances,

over, across, and upon the following described lands located in DeWitt County, Texas, to wit:

all that certain tract or parcel of land, lying and being in the County of DeWitt, and State of Texas, containing 119.1 acres of land of which 14 acres is a part of Section No. 25 of the Indianola Rail Road Company's Survey, and of which 105.1 acres is a part of the Antonio Sidie One-third League survey recorded by deed in Vol. 118, page 343, of the deed records of DeWitt County, Texas.

DNA ORIGINAL

THE ABOVE DESCRIBED PROPERTY IS NOT A HOMESTEAD OR A PART THEREOF.

Together with the right of ingress and egress over, across, and upon said land and Grantor's adjacent land for the purpose of constructing, operating, reconstructing on poles or metal towers, enlarging, inspecting, patrolling, repairing, maintaining, and removing said lines, circuits, poles, metal towers, wires, and appurtenances; the right to relocate along the same general direction of said lines; and the right to remove from said lands all trees and parts thereof; or other obstructions, which endanger or may interfere with the safety or efficiency of said lines or appurtenances.

Grantor reserves the right to use the land subjected to said easement and right of way in any way that will not interfere with Grantee's exercise of the rights hereby granted.

In addition to the consideration hereinabove provided, Grantee shall pay Grantor for all damage to Grantor's growing crops, furrows and fences done in connection with constructing, inspecting, maintaining, repairing, reconstructing, and removing said lines on said land.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns, until all of said lines shall be abandoned and removed. Grantor binds himself, his heirs, assigns, and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

DNA ORIGINAL

EXECUTED this 30<sup>th</sup> day of July, 1976

*Otto C. Roehl*

THE STATE OF TEXAS

County of DeWitt

BEFORE ME, the undersigned authority, on this day personally appeared Otto C. Roehl

known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that (s)he/they executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 30<sup>th</sup> day of July, 1976

*Felton L. Schroeder* (FELTON L. SCHROEDER)  
Notary Public in and for

DeWitt County, Texas

FILED FOR RECORD ON THE 29<sup>th</sup> DAY OF Sept., AD 1976, AT 10:00, A.M.  
AND RECORDED ON THE 1st DAY OF Oct., AD 1976, AT 2:10, P.M.  
(SEAL) *Ray Lips* COUNTY CLERK of DeWITT COUNTY, TEXAS