



Buyers and Sellers Beware

Criminals are targeting real estate transactions. Don't be a victim of wire fraud.

What is wire fraud and how does it occur?

Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a title company, a real estate agent, a lender, or another trusted source. These fraudulent emails appear legitimate and direct you to wire funds to a fraudulent account. Once you wire funds to the fraudulent account, your money is gone.

How can you protect yourself from wire fraud?

You should not send personal information, such as bank account numbers or other financial information, via email or other unsecured electronic communication.

San Jacinto Title will never use any electronic communications, such as email, text messages, or social media messages, to ask you to wire funds or provide personal information.

If you receive any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, you should contact San Jacinto Title in person or via phone call using a phone number from our website www.sanjacintotitle.com.

If you think you are being targeted in a wire fraud scam, immediately notify law enforcement, San Jacinto Title, your lender, and your real estate agent.



SAN JACINTO®
Title Services of Texas

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

Issued By

FIDELITY NATIONAL TITLE INSURANCE

We (Fidelity National Title Insurance) 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.


San Jacinto Title Services of Texas, LLC



Fidelity National Title Insurance Company



By:


Michael J. Nolan
President

ATTEST:


Marjorie Nemzura
Secretary

Authorized Signatory

Effective Date: October 9, 2023

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.

Effective Date: October 9, 2023



**COMMITMENT FOR TITLE INSURANCE (FORM T-7)
SCHEDULE A**

**Issued By
FIDELITY NATIONAL TITLE INSURANCE**

Effective Date: October 9, 2023

GF No.: 230246395

Commitment No. 230246395, issued October 19, 2023, 08:00 AM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: TBD
PROPOSED INSURED: The City of Corpus Christi

- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount:
PROPOSED INSURED:

- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:
PROPOSED INSURED:
Proposed Borrower:

- f. OTHER

Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

Effective Date: October 9, 2023

SCHEDULE A

(Continued)

3. Record title to the land on the Effective Date appears to be vested in:

David S. Ramirez and Mike S. Ramirez

Title via: Warranty Deed dated March 1, 2006, from Aurelia T. Scogin, et al., to Eptacio V. Ramirez, David S. Ramirez and Mike S. Ramirez, recorded in [Document No. 2006015183, Official Public Records](#) of Nueces County, Texas;

and

Warranty Deed dated Dec. 14, 2013, from Eptacio V. Ramirez, to Mike S. Ramirez and David S. Ramirez, Tenants in Common, recorded in [Document No. 2014000027, Official Public Records](#) of Nueces County, Texas.

4. Legal description of land:

Field Notes for a 68.2 acres, more or less, out of the G.C. & S.F.R.R. Co., Survey No. 315, Abstract 818, Nueces County, Texas, described in that certain Partition Deed dated February 7, 1945, by and between Martha J. Scogin, et al, recorded in [Volume 310, Page 182, of the Deed Records](#) of Nueces County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at a metal spur on the centerline of McGloin Road for the Southwest corner of Share 4, Margaret Kelly Land, recorded in [Volume 8, Page 40, Map Records](#) of Nueces County, Texas, also the Southeast corner of this tract and POINT for the Southwest corner Map Records of Nueces OF BEGINNING;

THENCE North 01° 20' 00" West 40.00 feet pass a 60 penny nail found, in all a total distance of 3720.51 feet to a 5/8 inch iron rod found for the Northwest corner of this tract;

THENCE North 88° 40' 00" East along the boundary line of Christi International Airport, for a distance of 806.90 feet to a 5/8 inch iron rod found, the Northeast corner of this tract;

THENCE South 01° 20' 00" East along the boundary line of Corpus Christi International Airport at 360.51 feet pass the North R.O.W. line of McGloin Road, in all a distance of 3720.51 feet to a 5/8 inch iron rod, for the Southeast corner of this;

THENCE South 88° 40' 00" West along the centerline of McGloin Road, for a distance of 806.90 feet to the POINT OF BEGINNING, containing 68.2 acres of land, more or less.

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.

Effective Date: October 9, 2023

SCHEDULE A
(Continued)

San Jacinto Title Services of Texas, LLC



Fidelity National Title Insurance Company



By:


Michael J. Nolan
President

ATTEST:


Marjorie Nemzura
Secretary

Authorized Signatory

Effective Date: October 9, 2023

SCHEDULE B

Commitment No.: 230246395

GF No.: 230246395

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:

This item is deleted.

(Omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.)

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2022, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.

Effective Date: October 9, 2023

SCHEDULE B

(Continued)

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:
 - a. Right of parties in possession. (Owner's Policy Only)
 - b. Rights of tenants in possession, as tenants only, under unrecorded lease agreements. *(May be deleted with appropriate Affidavit at closing.)*
 - c. Any visible and apparent unrecorded easements on the insured property. (Owner's Policy Only)
 - d. Rights of the Public in and to any portion of subject property lying within a public road. (To be deleted upon receipt and review of a current on the ground survey, eliminating portion, if any, from metes and bounds description).
 - 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. *(NOTE: Upon receipt of a survey acceptable to the Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)*
 - f. Building, Zoning, Platting and/or Regulatory Laws and/or Ordinances of any Municipal and/or other Governmental Authority.

Effective Date: October 9, 2023

SCHEDULE B

(Continued)

- g. The Company does not insure title to, and excepts from the description of the Land, coal, lignite, oil, gas and other minerals in, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto; the same are EXCLUDED FROM COVERAGE under this policy.
- h. 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.
- i. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Magnolia Pipe Line Company, its successors or assigns
Purpose: Pipeline and appurtenance purposes
Recording Date: March 19, 1941
Recording No: [160985, Volume 257, Page 397, Deed Records](#) of Nueces County, Texas.
(Blanket)
- j. Right of Way Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: State of Texas Highway Department of Texas by J. J. Scogin, Sr.
Purpose: Roadway, highway and appurtenance purposes
Recording Date: September 7, 1933
Recording No: [81692, Volume 207, Page 329, Deed Records](#) of Nueces County, Texas.
(Defined)
- k. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: The Crown Central Transportation Corporation, its successors or assigns
Purpose: Pipeline and appurtenance purposes
Recording Date: October 18, 1939
Recording No: [121000, Volume 235, Page 194, Deed Records](#) of Nueces County, Texas.
(Blanket)

Effective Date: October 9, 2023

SCHEDULE B

(Continued)

- l. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Duval Pipe Line Company, its successors or assigns
Purpose: Pipeline and appurtenance purposes
Recording Date: September 4, 1937
Recording No: [119657, Volume 233, Page 305, Deed Records](#) of Nueces County, Texas.
(Blanket)

- m. Right of Way Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: State of Texas
Purpose: Roadway, highway and appurtenance purposes
Recording Date: February 15, 1941
Recording No: [159586, Volume 265, Page 634, Deed Records](#) of Nueces County, Texas.
(Defined)

- n. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Magnolia Pipe Line Company, its successors or assigns
Purpose: Pipeline and appurtenance purposes
Recording Date: March 19, 1941
Recording No: [160985, Volume 267, Page 397, Deed Records](#) of Nueces County, Texas.
(Blanket)

- o. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in deed dated June 8, 1945, from James Jefferson Scogin, to J. L. Scogin, conveying his stated 1/10th undivided interest in subject property

Recording No.: [208864, Volume 312, Pages 114-115, Deed Records](#) of Nueces County, Texas.
Which document contains the following language: Reservation of all grantors undivided interest in and to oil, gas and other mineral royalty for a term of 10 years and as long as production continues, non-participating

Said mineral interest not traced subsequent to the date of the above-cited instrument.

Effective Date: October 9, 2023

SCHEDULE B

(Continued)

- p. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in deed dated July 26, 1950, from Gabriel Newton Scogin, to J. L. Scogin, conveying his stated 1/10th undivided interest in subject property

Recording No.: [309511, Volume 483, Page 41, Deed Records](#) of Nueces County, Texas.
Which document contains the following language: Reservation of a non-participating (all grantors undivided interest) in and to oil, gas and other mineral royalty for a term of 20 years and as long as production continues

Said mineral interest not traced subsequent to the date of the above-cited instrument.

- q. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in deed dated May 7, 1945, from Eunice Scogin Franklin, et vir., to J. L. Scogin, conveying her stated 1/20th undivided interest in subject property

Recording No.: [208862, Volume 312, Pages 110-112, Deed Records](#) of Nueces County, Texas.
Which document contains the following language: Reservation of all grantors non-participating undivided interest in and to oil, gas and other mineral royalty for a term of 20 years and as long as production continues

Said mineral interest not traced subsequent to the date of the above-cited instrument.

- r. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in deed dated May 7, 1945, from Clellie E. Scogin, to J. L. Scogin, conveying her stated 1/20th undivided interest in subject property

Recording No.: [208863, Volume 312, Pages 112-114, Deed Records](#) of Nueces County, Texas.
Which document contains the following language: Reservation of all grantors non-participating undivided interest in and to oil, gas and other mineral royalty for a term of 20 years and as long as production continues, non-participating

Said mineral interest not traced subsequent to the date of the above-cited instrument.

- s. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in deed dated June 17, 1949, from Marion Richard Scogin, et al., to J. L. Scogin, conveying their porportionate undivided interest in subject property

Recording No.: [285227, Volume 440, Page 336, Deed Records](#) of Nueces County, Texas.
Which document contains the following language: Reservation of all grantors undivided non-participating interest in and to oil, gas and other mineral royalty for a term of 20 years and as long as production continues

Said mineral interest not traced subsequent to the date of the above-cited instrument.

Effective Date: October 9, 2023

SCHEDULE B

(Continued)

- t. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in Mineral/Royalty Deed dated Nov. 19, 1955, from Mrs. Ruth D. Scogin to Annie Josephine Scogin and Beulah Mae Scogin

Recording No.: [446595, Volume 148, Page 595, Oil and Gas Records](#) of Nueces County, Texas.

Said mineral interest not traced subsequent to the date of the above-cited instrument.

- u. Leases for coal, lignite, oil, gas or other minerals, together with rights incident thereto
- 1) in favor of Renwar Oil Corp, in counterparts, recorded in [File No. 271841, Volume 95, page 89](#), [File No. 271842, Volume 95, Page 94](#), [File No. 271843, Volume 95, Page 98](#), and [File No. 271844, recorded in Volume 95, Page 103, Oil and Gas Records](#) of Nueces County, Texas;
 - 2) in favor of Richard E. Haas, recorded in [File No. 705656, Volume 409, Page 890, Oil and Gas Records](#) of Nueces County, Texas;
 - 3) in favor of T. S. Dudley Land Company, Inc., recorded in [Document No. 2002016000](#), Document No. [2002015708](#), Document No. [2002016180](#), Document No. [2002016181](#), and [Document No. 2002017474, Official Public Records](#) of Nueces County, Texas;
 - 4) in favor of Cummins & Walker Oil Co., Inc, recorded in [File No. 730402, Volume 249, Page 348, Oil and Gas Records](#) of Nueces County, Texas;
 - 5) in favor of Murphy H. Baxter, recorded in [File No. 237056, Volume 348, Page 179, Oil and Gas Records](#) of Nueces County, Texas, and extension thereof recorded in [File No. 356723, Volume 367, Page 630, Oil and Gas Records](#) of Nueces County, Texas;
 - 6) in favor of A J. Kelly and F. C. Payne, recorded in [File No. 412176, Volume 141, Page 586, Oil and Gas Records](#) of Nueces County, Texas;
 - 7) in favor of Triple L Oil Company, Inc, recorded in [File No. 38721, Volume 314, Page 470, Oil and Gas Records](#) of Nueces County, Texas;
- Reference to said instruments are made for all purposes. No further search of title has been made as to the interest(s) evidenced by the instruments, and the Company makes no representation as to the ownership or holder of such interest(s).

- v. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

| | |
|---------------------|--|
| Granted to: | Magnolia Pipe Line Company, its successors or assigns |
| Purpose: | Pipeline and appurtenance purposes |
| Recording Date: | October 26, 1946 |
| Recording No: | 230653, Volume 349, Page 70, Deed Records of Nueces County, Texas. |
| (Partially defined) | |

Effective Date: October 9, 2023

SCHEDULE B

(Continued)

- w. Right of Way Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Nueces, State of Texas
Purpose: Roadway and appurtenance purposes
Recording Date: July 9, 1953
Recording No: [378397, Volume 601, Page 429, Deed Records](#) of Nueces County, Texas.
(Defined)

- x. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Sun Oil Company, its successors or assigns
Purpose: Pipeline and appurtenance purposes
Recording Date: September 21, 1953
Recording No: [383301, Volume 610, Page 141, Deed Records](#) of Nueces County, Texas.
(Blanket) As amended by instrument dated Oct. 8, 1952, recorded in [File No. 389611, Volume 619, Page 575, Deed Records](#) of Nueces County, Texas.

- y. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Central Power and Light Company
Purpose: Electric distribution system and appurtenance purposes
Date: May 3, 1956
Recording No: [463175, Volume 742, Page 45, Deed Records](#) of Nueces County, Texas.
(Partially defined)

- z. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Central Power and Light Company
Purpose: Electric distribution system and appurtenance purposes
Date: May 8, 1968
Recording No: [509927, Volume 818, Page 341, Deed Records](#) of Nueces County, Texas.
(Partially defined)

Effective Date: October 9, 2023

SCHEDULE B

(Continued)

- aa. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Corpus Christi, Texas
Purpose: Water pipeline and appurtenance purposes
Recording Date: April 27, 1955
Recording No: [429647, Volume 686, Page 258, Deed Records](#) of Nueces County, Texas.
(Blanket)

- ab. Deed Controlled Access Highway Facility dated July 69, 18, 1969, from Annie Josephine Scogin, et al., to State of Texas, recorded in [File No. 798084, Volume 1346, Page 457, Deed Records](#) of Nueces County, Texas. (3.337 acres)

- ac. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Corpus Christi, Texas
Purpose: Roadway, utilities and appurtenance purposes
Recording Date: March 2, 1959
Recording No: [524827, Volume 841, Page 607, Deed Records](#) of Nueces County, Texas.
(Partially defined)

- ad. Terms and provisions contained in Surface Lease, Road and Pipeline Easement, Subsurface Easement, Landfarming and Soil Disposal Agreement dated May 11, 2002, between John L. Scogin, Jr., et al., and EOG Resources, Inc., recorded in Instrument No. [2002038059, Official Public Records](#) of Nueces County, Texas. (Defined - plat attached) As amended in by Amendment thereto filed Dec. 20, 2003, recorded in Instrument No. [2002061528, Official Public Records](#) of Nueces County, Texas, and any subsequent amendments thereto.

- ae. Terms and provisions contained in Pipe Line Right of Way and Easement Agreement for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Between: John L. Scogin, Jr. et al. and EOG Resources, Inc.
Purpose: Pipeline and appurtenance purposes
Recording Date: December 20, 2002
Recording No: [2002061529, Official Public Records](#) of Nueces County, Texas. (Defined - plat attached)

Effective Date: October 9, 2023

SCHEDULE B

(Continued)

- af. All interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in deed dated March 1, 2006, from Aurelia T. Scogin, et al, to Epitacio V. Ramirez, David S Ramirez and Mike S. Ramirez

Recording No.: [2006015183, Official Public Records](#) of Nueces County, Texas.

Said mineral interest not traced subsequent to the date of the above-cited instrument.

- ag. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Enterprise Texas Pipeline, LLC, its successors or assigns

Purpose: Pipeline and appurtenance purposes

Recording No: [Document No. 2018030276](#), and [Document No. 2018030811, Official Public Records](#) of Nueces County, Texas, (Defined)

- ah. The Company assumes no loss or liability by reason of a portion of the insured property lying within MCGloin Road, as stated in the legal description on Schedule A hereof.

Effective Date: October 9, 2023

SCHEDULE C

Commitment No.: 230246395

GF No.: 230246395

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Release of Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement to secure an indebtedness in the amount shown below,

Amount: \$205,000.00
Dated: August 4, 2020
Trustor/Grantor: David Sheldon Ramirez and Michael Sheldon Ramirez
Trustee: Al Villarreal
Beneficiary: International Bank of Commerce
Recording Date: August 20, 2020
Recording No: [2020036627](#), [Official Public Records](#) of Nueces County, Texas.

6. Company requires an affidavit of marital history of record owners from the date the land was acquired to the present time. If any marriages have been terminated by death or divorce, Company must determine disposition of said property. Current spouse, if applicable, should join in all documents to be executed in connection with the transaction company is being asked to insure; or affidavit by each spouse that subject property is the separate property of Record Owner and constitutes no part of the business or residential homestead, and that no community funds have been expended regarding the property. Further requirements will be necessary once these facts are known. This report is subject to any name liens, voluntary or involuntary, which may be found on these persons, if any.

Effective Date: October 9, 2023

SCHEDULE C

(Continued)

7. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance from the governmental entity named below:

Name of Governmental Entity: CITY OF CORPUS CHRISTI, TEXAS

- a) A copy of its discipline, by-laws or other regulations authorizing real estate transactions.
- b) A certified copy of the Meeting Minutes (in a recordable form) authorizing the purchase of subject property, authorizing the expenditure of funds, and appointment of parties to act on behalf of said city.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. No sales contract was furnished with title order request, therefore, all Terms and Conditions therein must be complied with at Closing. After review, company reserves the right to add additional requirements and/or title exceptions.

9. Survey coverage (amending the survey exception to read "shortages in area" per Procedural Rule P-2) may be provided on an owner or a mortgagee title insurance policy if (1) this Company is provided with a current survey prepared by a registered public surveyor (2) the Seller (or borrower in the case of a refinance transaction) executes our T-47 Survey Affidavit at the time of closing; and, (3) any applicable premium is collected in accordance with Rate Rule R-16.

THE SURVEY MUST BE CLEAR AND LEGIBLE, ALSO SIGNED AND SEALED BY THE SURVEYOR IF PRESENTED FOR REVIEW.

10. The conveyance by sellers must be by a "GENERAL WARRANTY DEED" unless approved by company in advance.

11. CLOSING INSTRUCTIONS AND CLOSING PACKAGE MUST BE RECEIVED IN OUR OFFICE 24 HOURS PRIOR TO CLOSING. IF THIS REQUIREMENT IS NOT MET, SAN JACINTO TITLE SERVICES CANNOT GUARANTEE THE DATE AND TIME OF CLOSING.

12. Any lien or liens created in the instruments of conveyance or any security instruments executed in connection with the transaction to be insured will appear as an exception under Schedule B of the policy to be issued and/or as the lien to be insured under Schedule "A" of the Mortgagee Title Policy to be issued,

Effective Date: October 9, 2023

SCHEDULE C

(Continued)

all of which instruments will be subject to the approval of the company and the wording of the exception in the policy to be issued will be based upon the terms of the instruments.

13. Any defect, lien or other matters that may affect title to the land or interest insured, that arises or is filed after the effective date of this commitment.
14. NOTICE: Title Company is unwilling to issue the Title Policy without the mineral exception(s) set out in Schedule B hereof. Optional Endorsements (T19.2 and T19.3) insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase-Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. The promulgated cost for each endorsement is \$50 on an Owners Title Policy and \$0 charge on a Loan Policy
15. Title Company has not received any information that any party to the transaction to be insured hereunder has filed for bankruptcy or any other form of protection from creditors. "Company" reserves the right to amend this commitment and to make additional requirements should any party to such transaction be subject to bankruptcy proceedings or any other form of protection from creditors. "Company" will require all parties to confirm at or prior to closing that they are not subject to any such proceedings.
16. Company reserves the right to revise this commitment and/or to make additional requirements at any time prior to the closing of this transaction.
17. If the Company is to delete the appropriate portion of the standard survey exception and provide a T-19 endorsement, the Company must be provided a survey and field notes from a Registered Public Surveyor on a form and in a manner acceptable to the Company, showing the following:
 - (a) the location of all improvements and showing the exact location of all building lines in relation to the property lines;
 - (b) easements and/or rights of way dedicated or not, that a physical inspection of the Land might disclose;
 - (c) all encroachments, or on the face of the survey, a statement of "No Encroachments." Any survey required in the current transaction must be submitted to the Company for review at least 24 hours prior to closing.

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SCHEDULE C
(Continued)

The Company reserves the right to make additional exceptions and/or requirements upon receipt and review of said survey.

The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements if you pay additional premium for the coverage.

18. NOTE: This file must be updated within 24 hours prior to Closing.
19. NOTICE to all buyers, sellers, borrowers, lenders and all parties interested in the transaction covered by this commitment:
Effective September 26, 1988, the State Board of Insurance has adopted Procedural Rul P-27 (as amended) which requires that "Good Funds" be received and deposited before a Title Agency may disburse from its trust fund account.
'GOOD FUNDS' means:
1. Cash or Wire Transfers;
2. Certified checks, cashier's checks and teller's checks, as further described in definition "g" of this rule;
3. 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;
4. Uncertified funds in the amount of \$1,500 or more, drafter and any other item when collected by the financial institution;
5. State of Texas warrants;
6. United States Treasury checks;
7. Checks drawn on a bank or savings and loan association insured by the FDIC or FSLIC and for which a transaction code has been issued pursuant to, and in compliance with, such bank or savings and loan association;
8. Checks by City and County Governments located in the State of Texas.
- 20. IMPORTANT NOTICE: ALL FUNDS OVER \$10,000 MUST BE IN THE FORM OF A WIRE TRANSFER.**
WARNING! WIRE FRAUD ADVISORY: San Jacinto Title's wire instructions DO NOT CHANGE. Please call our office to confirm wire instructions before wiring.
21. Except in an exempt transaction, the Company must be furnished with Seller's Social Security Number or Tax Identification Number and all other information necessary to complete IRS Form 1099-S.
22. Beginning January 1, 2004, all deeds, mortgages, and deeds of trust must include the following Notice on

Effective Date: October 9, 2023

SCHEDULE C

(Continued)

the front page of the document: "NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License."

23. *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 §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.*
24. **PRIVACY POLICY:** This commitment may contain confidential information and is intended solely for the attention and use of the named insured as contemplated by the terms and provisions of this commitment. You are hereby notified that any disclosure, copying, distributing or taking of action in reliance on the information with third parties is prohibited.

Effective Date: October 9, 2023

SCHEDULE D

Commitment No.: 230246395

GF No.: 230246395

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

1. The following individuals are directors and/or officers of FIDELITY NATIONAL TITLE INSURANCE:

Officers: Raymond R. Quirk, CEO/President; Anthony J. Park, EVP/CFO/Treasurer; Marjorie R. Nemzura, VP/Corporate Secretary

Directors: Steven G. Day, Marjorie R. Nemzura, Michael J. Nolan, Anthony J. Park, Raymond R. Quirk

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

2. The following disclosures are made by the Title Insurance Agent issuing this commitment:

(A) The name of each shareholder, owner, partner or other persons having, owing or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Corpus Holdings, LP

(B) Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: Corpus Holdings, LP is owned by E. Brent Bottom and Stephanie H. Bottom.

(C) The following persons are officers and directors of the Title Insurance Agent:

E. Brent Bottom, Chief Executive Officer
Stephanie H. Bottom, Vice President
E. Brendon Bottom, Vice President
Shelly Cristan-Grahmann, Vice President
Gracie P. Herrera, Vice President / Comptroller
Lynn Leising, Vice President
Andrea Liberatore, Vice President
Nancy Massaro, Vice President / Administration
Clinton Ramey, Vice President
Nelda Rodriguez, Vice President
Mark Scott, President Coastal Bend Region
Channing Slusher, Vice President
Jennifer Slusher, Vice President
Jason B. Smith, Vice President
Melanie Smith, Vice President

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

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SCHEDULE D
(Continued)

transaction will be disclosed on the closing or settlement statement.

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

| | | |
|--------------|-----------|-------------|
| Total | \$ | 0.00 |
|--------------|-----------|-------------|

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

| Amount | To Whom | For Services |
|--------|---------|-------------------|
| % | | Services Rendered |

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

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

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LEGAL DESCRIPTION

Field Notes for a 68.2 acres, more or less, out of the G.C. & S.F.R.R. Co., Survey No. 315, Abstract 818, Nueces County, Texas, described in that certain Partition Deed dated February 7, 1945, by and between Martha J. Scogin, et al, recorded in Volume 310, Page 182, of the Deed Records of Nueces County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at a metal spur on the centerline of McGloin Road for the Southwest corner of Share 4, Margaret Kelly Land, recorded in Volume 8, Page 40, Map Records of Nueces County, Texas, also the Southeast corner of this tract and POINT
for the Southwest corner Map Records of Nueces
OF BEGINNING;

THENCE North 01° 20' 00" West 40.00 feet pass a 60 penny nail found, in all a total distance of 3720.51 feet to a 5/8 inch iron rod found for the Northwest corner of this tract;

THENCE North 88° 40' 00" East along the boundary line of Christi International Airport, for a distance of 806.90 feet to a 5/8 inch iron rod found, the Northeast corner of this tract;

THENCE South 01° 20' 00" East along the boundary line of Corpus Christi International Airport at 360.51 feet pass the North R.O.W. line of McGloin Road, in all a distance of 3720.51 feet to a 5/8 inch iron rod, for the Southeast corner of this;

THENCE South 88° 40' 00" West along the centerline of McGloin Road, for a distance of 806.90 feet to the POINT OF BEGINNING, containing 68.2 acres of land, more or less.

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.

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TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding laws, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exception, Exclusions and Conditions, defined below.

EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

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TEXAS TITLE INSURANCE INFORMATION

(Continued)

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 925-0965 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 (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.

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DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

Commitment No.: 230246395

GF No.: 230246395

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is **\$2,000,000** or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of **\$2,000,000** shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

Effective Date: October 9, 2023

IMPORTANT NOTICE

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

(800) 925-0965

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800)252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007

AVISO IMPORTANTE

PARA INFORMACIÓN, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

(800) 925-0965

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800)252-3439

para obtener información sobre:

1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007

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