

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



President

ATTEST



Secretary

Authorized Signatory

Effective Date: November 8, 2020

## 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: November 8, 2020



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

**Issued By  
FIDELITY NATIONAL TITLE INSURANCE**

Effective Date: November 8, 2020

GF No.: 200239676

Commitment No. 200239676, issued November 16, 2020, 12:00 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: 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: November 8, 2020

## **SCHEDULE A**

(Continued)

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

**Tracey Duncan aka Tracy Ellen Duncan**

*Title via:* Executrix's Deed not dated, but acknowledged on Nov. 16, 2008, from Tracy Duncan, Independent Executrix of the Estate of William Edward Duncan, Deceased, Probate Cause No. 43867-4, Nueces County, Texas, to Tracy Duncan, individually, recorded at Document No. 2008053232, Official Public Records of Nueces County, Texas.

Effective Date: November 8, 2020

## SCHEDULE A

(Continued)

### 4. Legal description of land:

REQUIREMENT: Prior to closing this transaction, Company requires a Survey and Field Notes/Metes and Bounds describing the exact boundaries of the property to be insured for examination and approval. The survey must reflect the adjacent owner(s) and dedicated road(s) to subject property road which complies with the General Rules of Procedures and Practices Act RE.663.18, Certification Item #7. This Commitment will be amended upon receipt of the survey and metes and bounds description.

### **SURVEY PENDING - NEW DESCRIPTIONS FOR PROPERTY BEING SOLD:**

FIRST TRACT: 15.909 ACRES OF LAND, MORE OR LESS OUT OF LOTS NINETEEN (19), TWENTY (20), TWENTY-ONE (21), AND TWENTY-FOUR (24), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, - SURVEY PENDING AND NEW SURVEY TO BE PROVIDED AT A LATER DATE.

SECOND TRACT: 0.508 OF AN ACRE OF LAND, MORE OR LESS, OUT OF LOT TWENTY-FOUR (24), , SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, - SURVEY PENDING AND NEW SURVEY TO BE PROVIDED AT A LATER DATE.

THIRD TRACT: 1 ACRE OF LAND, MORE OR LES, OUT OF LOT TWENTY (20), , SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, - SURVEY PENDING AND NEW SURVEY TO BE PROVIDED AT A LATER DATE.

FOURTH TRACT: 0.50 OF AN ACRE OF LAND, MORE OR LESS, OUT OF LOT TWENTY (20), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, SURVEY PENDING - NEW SURVEY TO BE PROVIDED AT A LATER DATE.

FIFTH TRACT: 0.75 OF AN ACRE OF LAND, MORE OR LESS, OUT OF LOT TWENTY (20), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a stake in the north line of the South 3/4 of Lot 20, Block 54, Flour Bluff and Encinal Subdivision as now fenced, being the north line of the W. R.Duncan Tract, and 138.7 feet S. 61° E., from the west line of said Lot 20, Block 54, for the Northwest corner of this 0.75 acre tract;

THENCE S. 61° E. with the fence line, being the north line of the Duncan Tract 163.3 feet to the northwest corner of the 0.5 acre tract previously secured from W. R. Duncan by instrument dated November 12, 1940;

THENCE S. 29° W. with the west line of said 0.5 acre tract 200 feet to the southwest corner of same, which is the southeast corner of this 0.75 acre tract;

THENCE N. 61° W., 163.3 feet to a stake for the southwest corner of this tract;

THENCE N. 29° E., 200 feet TO THE PLACE OP BEGINNING and containing 0.75 of one acre of land, more

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## SCHEDULE A

(Continued)

or less.

SIXTH TRACT: 3.72 ACRES OF LAND, MORE OR LESS, OUT OF LOT NINETEEN (19), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, - SURVEY PENDING AND NEW SURVEY TO BE PROVIDED AT A LATER DATE.

SEVENTH TRACT: 2.044 ACRES OF LAND, MOR EOR LESS, OUT OF LOTS NINETEEN (19) AND TWENTY (20), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, - SURVEY PENDING AND NEW SURVEY TO BE PROVIDED AT A LATER DATE.

EIGHTH TRACT: 0.447 ACRE OF LAND, MORE OR LESS, OUT OF LOT NINETEEN (19), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, - SURVEY PENDING AND NEW SURVEY TO BE PROVIDED AT A LATER DATE.

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.

PARENT TRACT DESCRIPTION for surveyor's use:

FIRST TRACT: PORTION OF LOTS NINETEEN (19), TWENTY (20), TWENTY-ONE (21), AND TWENTY-FOUR (24), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Texas according to the map or plat thereof recorded in Volume A, Pages 41, 42 and 43, Map Records, Nueces County, Texas, more fully described by metes and bounds in Warranty Deed dated March 16, 1991 recorded at C1erks File No. 750350, Volume 2244, Page 498, Deed Records of Nueces County, Texas, Save and Except portion as therein recited.

LESS AND EXCEPT, THAT CERTAIN TRACT OF LANID DEDICATED AS KNOWN AS CEMETARY NOT INCLUDED;

LESS AND EXCEPT, HOWEVER, A 4.108 ACRE TRACT CONVEYED TO JEFFERY B. SMITH, RECORDED AT DOCUMENT NO. 2007018457, OFFICIAL PUBLIC RECORDS OF NUECES COUNTY, TEXAS.

LESS AND EXCEPT, HOWEVER, PORTION CONVEYED TO THE CITY OF CORPUS CHRISTI, TEXAS BY JOE HANSLER AND HENRY L TUCKER, SR. BY WARRANTY DEED DATED SEPTEMBER 29, 1983, RECORDED AT FILE NO. 353611, VOLUME 1899, PAGE 492, DEED RECORDS OP NUECES COUNTY, TEXAS, MORE FULLY DESCRIBED BY METES AND BOUNDS IN SAID WARRANTY DEED.

LESS AND EXCEPT, HOWEVER, that certain 1 acre tract of land, more or less, described in Warranty Deed dated Feb. 9, 2011, from Tracy Duncan, to Owen A. Norton, recorded at Document No. 2011005970, Official Public Records of Nueces County, Texas.

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## **SCHEDULE A**

(Continued)

LESS AND EXCEPT, HOWEVER, that certain tract of 0.4474 acre of land, more or less, called Tract 1 in Warranty Deed dated FEB. 24, 2017, from Tracy Duncan, to Angeles De Dios, recorded at Document No. 2017008209, Official Public Records of Nueces County, Texas.

SECOND TRACT: Five (5) acres more or less, In the form of a square out of the North corner of the south or southwest 3/4TH of LOT NINETEEN (19), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas, according to the map or plat thereof, recorded in Volume A, Pages 41, 42 and 43, Map Records, Nuecas County, Texas and described by metes and bounds as follows:

BEGINNING at a point in the Northwest line of said Lot No.19 at the Intersection of said line with the Southwest boundary line of road running through said Section No. 54, as shown by map thereof, recorded in Volume A, Page 42 of the Nueces County Map Records, for the north corner of this five acres;

THENCE with the northwest boundary line of said Lot No. 19, S. 29 deg. W., 155.556 yards for the west corner of this tract;

THENCE S. 61 deg. E., parallel with the NE boundary line of said Lot No. 19, 155.556 yards for the south corner of this tract;

THENCE N. 29 deg. E, parallel with the NW boundary line of said Lot Ne. 19, 155.556 yards for the east corner of this tract;

THENCE N. 61 deg. W., with SW boundary line of said road, 155.556 yards to the PLACE OF BEGINNING.

LESS AND EXCEPT portion conveyed to the City of Corpus Christi, Texas by Joe Hansler and Henry L. Tucker, Sr. by Warranty Deed dated September 29, 1983 recorded at File No. 353611, Volume 1899, Page 492, Deed Records of Nueces County Texas, more fully described by metes and bounds In said Warranty Deed.

LESS AND EXCEPT, HOWEVER, that certain tract of 0.5080 acre of land, more or less, called Tract 2 in Warranty Deed dated Feb. 24, 2017, from Tracy Duncan, to Angeles De Dios, recorded at Document No. 2017008209, Official Public Records of Nueces County, Texas.

THIRD TRACT: PORTION OF LOTS TWENTY (20) AND TWENTY-ONE (21), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof recorded in Volume A, Pages 41, 42 and 43, Map Records, Nuece County, Texas, more fully described by metes and bounds in Warranty Deed dated March 26, 1991 recorded at File No. 750350, Volume 2244, Page 498, Deed Records of Nueces County, Texas, containing 2.044 acre, more or less, SURVEY PENDING - NEW SURVEY TO BE PROVIDED AT A LATER DATE.

FOURTH TRACT: PORTION OF LOT TWENTY (20), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, more fully described by metes and hounds in Warranty Deed dated March 16, 1991 recorded at File No.750350, Volume 2244, Page 498, Deed Records of Nuaces County, Texas, contalning 0.75 acres, more or less, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a stake in the north line of the South 3/4 of Lot 20, Block 54, Flour Bluff and Encinal Subdivision as now fenced, being the north line of the W. R.Duncan Tract, and 138.7 feet S. 61° E., from the west line of said Lot 20, Block 54, for the Northwest corner of this 0.75 acre tract;

THENCE S. 61° E. with the fence line, being the north line of the Duncan Tract 163.3 feet to the northwest

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## SCHEDULE A

(Continued)

corner of the 0.5 acre tract previously secured from W. R. Duncan by instrument dated November 12, 1940;

THENCE S. 29° W. with the west line of said 0.5 acre tract 200 feet to the southwest corner of same, which is the southeast corner of this 0.75 acre tract;

THENCE N. 61° W., 163.3 feet to a stake for the southwest corner of this tract;

THENCE N. 29° E., 200 feet TO THE PLACE OF BEGINNING and containing 0.75 of one acre of land, more or less.

FIFTH TRACT: PORTION OF LOT TWENTY (20), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas, according to the map or plat thereof, recorded in Volume A, Pages 41, 42 and 43, Map Records, Nueces County, Texas, more fully described by metes and bounds in Warranty Deed dated March 26, 1991 recorded at File No. 750330, Volume 2344, Page 498, Deed Records of Nueces County, Texas, containing 0.52 acres, more or less, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a stake in the north line of the South 3/4 of Lot 20, Block 54, Flour Bluff and Encinal Subdivision as now fenced, being the north line of the W.R Duncan Tract, and 302 feet east of the west line of said Lot 20. Block 54 of said subdivision. Said beginning point also being located N. 24° 10' E. 331 feet from Rumble - W. B. Duncan No. 1 producing oil well;

THENCE with the north line of the South 3/4 of Lot 20, Block 54, as fenced, S. 61° E., 109 feet to a stake;

THENCE S. 29° W., 200 feet to a stake;

THENCE N. 61° W., 109 feet to a stake;

THENCE N. 29° E., 200 feet to the PLACE OF BEGINNING, containing 0.52 acres of land, more or less.

SIXTH TRACT: PORTION OF LOT TWENTY (20), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas, according to the map or plat thereof; recorded in Volume A, Pages 41, 42 and 43, Map Records, Nueces County, Texas, more fully described by metes and bounds in Warranty Deed dated March 26, 1991 recorded at File No. 750350, Volume 2244, Page 498, Deed Records of Nueces County, Texas, containing 1.00 acres, more or less, and SURVEY PENDING - NEW SURVEY TO BE PROVIDED AT LATER DATE.

SEVENTH TRACT: PORTION OF LOTS NINETEEN (19), TWENTY (20), TWENTY-ONE (21), AND TWENTY-FOUR (24), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to map or plat thereof; recorded in Volume A, Pages 41, 42 and 43, Map Records, Nueces County Texas, more fully described in Warranty Deed dated March 26, 1991, recorded at File No. 750350, Volume 2244, Page 498, Deed Records of Nueces County, Texas, containing 1.00 acres, more or less, and SURVEY PENDING - NEW SURVEY TO BE PROVIDED AT A LATER DATE.

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.

EXAMINER'S NOTE TO SURVEYOR: See General Warranty Deed dated March 26, 1991, from Lou Ann Fordan Rosebraugh, et al., to William E. Duncan and Violet M. Duncan, recorded at File No. 750350, Volume 2244, Page 498, Deed Records of Nueces County, Texas;

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**SCHEDULE A**  
(Continued)

and Tax Resale Deed dated Sept. 25, 2001, from Nueces County, Texas, to William E. Duncan, recorded at Document No. 2001041590, Official Public Records of Nueces County, Texas, which are the parent tracts for all the above.

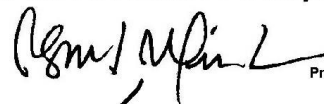
San Jacinto Title Services of Texas, LLC



**Fidelity National Title Insurance Company**



BY



President

ATTEST



Secretary

Authorized Signatory

Effective Date: November 8, 2020

## SCHEDULE B

Commitment No.: 200239676

GF No.: 200239676

### 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 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2018, 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.)

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## SCHEDULE B

(Continued)

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.
  - 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.

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## **SCHEDULE B**

(Continued)

- i. Leases for coal, lignite, oil, gas or other minerals, together with rights incident thereto,
  - (1) dated Jan. 28, 1915, to Clark Pease and H. G. Sherman, recorded in Volume 1, Page 35, Oil and Gas Records of Nueces County, Texas;
  - (2) dated Feb. 3, 1926, to R. L. Brown, recorded at File No. 25379, Volume 4, Page 451, Oil and Gas Records of Nueces County, Texas;
  - (3) dated Aug. 31, 1935, to H. G. Sherman and T. C. Brannan, recorded at File No. 98762, Volume 22, Page 348, Oil and Gas Records of Nueces County, Texas;
  - (4) dated Mar. 6, 1926, to D. C. DeWitt, recorded at File No. 99223, Volume 24, Page 411, Oil and Gas Records of Nueces County, Texas;
  - (5) dated May 29, 1940, to Humble Oil and Refining Company, recorded at File No. 150636, Volume 58, Page 98, Oil and Gas Records of Nueces County, Texas;
  - (6) dated Mar. 24, 1994, to Texas Crude Energy, Inc., recorded at Document No. 909183, Official Public Records of Nueces County, Texas;
  - (7) dated April 1, 1994, to Texas Crude Energy, Inc., recorded at Document No. 909184, Official Public Records of Nueces County, Texas;
  - (8) dated April 1, 1994, to Texas Crude Energy, Inc., recorded at Document No. 909185, Official Public Records of Nueces County, Texas;
  - (9) dated Mar. 24, 1994, to Texas Crude Energy, Inc., recorded at Document No. 911557, Official Public Records of Nueces County, Texas;
  - (10) dated May 31, 1994, to Pittencrieff America, Inc., recorded at Document No. 913529, Official Public Records of Nueces County, Texas; 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).
  
- j. Term and provisions contained in Pooling Agreement dated Nov. 29, 1940, by Humble Oil and Refining Company, et al., recorded at File No. 157789, Volume 60, Page 366, Oil and Gas Records of Nueces County, Texas. Title to said interest not researched subsequent to the date of aforesaid instrument.

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## SCHEDULE B

(Continued)

- k. Interests in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instruments
- (1) Mineral Deed dated Oct. 12, 1936, from A. I. Curry, et ux., Minnie B. Curry, to Carroll Oil Company, recorded at File No. 106962, Volume 26, Page 626, Oil and Gas Records of Nueces County, Texas;
  - (2) Royalty Deed dated May 28, 1936, from Wesley Ray Duncan, et ux. Lula Pearl Duncan, to Carroll Oil Company, recorded at File No. 102262, Volume 27, Page 320, Oil and Gas Records of Nueces County, Texas;
  - (3) Royalty Deed dated April 3, 1936, from Welsey R. Duncan, et ux., Lula Duncan, to W. S. Winn, recorded at File No. 99942, Volume 28, Page 31, Oil and Gas Records of Nueces County, Texas;
  - (4) Royalty Deed dated April 3, 1936, from Wesley R. Duncan, et ux., Lula Pearl Dunca, to Marth. Royston, recorded at File No. 101568, Volume 28, Page 220, Oil and Gas Records of Nueces County, Texas;
  - (5) Royalty Deed dated Aug. 24, 1926, from Wesley R. Duncan, et ux., Lula Duncan, to B. C. Hiner, recorded at File No. 105262, Volume 29, Page 579, Oil and Gas Records of Nueces County, Texas;
  - (6) Royalty Deed dated Jan. 19, 1937, from Wesley R. Duncan, et ux., Lula Pearl Duncan, to Mary Russ Daimwood, recorded at File No. 110747, Volume 33, Page 613, Oil and Gas Records of Nueces County, Texas;
  - (7) Deed dated Feb. 10, 1972, from Humble Oil and Refining Copany, to Sun Oil Company, recorded at File No. 875882, Volume 1425, Page 984, Deed Records of Nueces County, Texas;
  - (8) Mineral Deed dated Dec. 19, 1985, from MBank Houston, N. A. et al, to William L. Higgins, et al., recorded at File No. 478736, Volume 384, Page 940, Oil and Gas Records of Nueces County, Texas; 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).
- l. 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 the deed from James R. Busby to Joe Hansler and Henry L. Tucker, Sr., conveyance of SURFACE ESTATE ONLY
- Recording No.: 190740, Volume 1750, Page 144, Deed Records of Nueces County, Texas.
- Said mineral interest not traced subsequent to the date of the above-cited instrument.
- m. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- |                 |   |
|-----------------|---|
| Granted to:     | Humble Oil and Refining Company                                     |
| Purpose:        | Pipeline and appurtenance purposes                                  |
| Recording Date: | November 28, 1943   |
| Recording No:   | 108744, Volume 222, Page 356, Deed Records of Nueces County, Texas. |
| (Blanket)       |   |

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## **SCHEDULE B**

(Continued)

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

Granted to: Humble Oil and Refining Company  
Purpose: Pipeline and appurtenance purposes  
Recording Date: November 28, 1936  
Recording No: 108747, Volume 222, Page 359, Deed Records of Nueces County, Texas.  
(Blanket)

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

Granted to: L. F. Brothers  
Purpose: Perpetual easement or right of way for ingress and egress  
and appurtenance purposes  
Date: May 21, 1937  
Recording No: Volume 231, Page 132, Deed Records of Nueces County, Texas.

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

Granted to: Humble Oil and Refining Company  
Purpose: Pipelines, roadways, and appurtenance purposes  
Recording Date: December 21, 1940  
Recording No: 157668, Volume 264, Page 329, Deed Records of Nueces County, Texas.  
(Blanket)

- q. 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: February 21, 1940  
Recording No: 148369, Volume 256, Page 249, Deed Records of Nueces County, Texas.  
(Blanket)

- r. 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: February 18, 1940  
Recording No: 150308, Volume 258, Page 204, Deed Records of Nueces County, Texas.  
(Blanket)

Effective Date: November 8, 2020

## SCHEDULE B

(Continued)

- s. Terms and provisions contained in Surface Lease and Right of Way Grant dated Dec. 20, 1950, from Wesley R. Duncan, et ux., Lula Pearl Duncan, to Union Sulphur and Oil Corporation, recorded at File No. 325364, Volume 511, Page 155, Deed Records of Nueces County, Texas. Title to said interest not researched subsequent to the date of aforesaid instrument.

- t. 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  
Date: February 10, 1951  
Recording No: 325555, Volume 511, Page 412, Deed Records of Nueces County, Texas.  
Affects: Portion of Lot 20, Section 54

- u. 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  
Date: February 9, 1951  
Recording No: 325565, Volume 511, Page 437, Deed Records of Nueces County, Texas.  
Affects: Portion of Lot 20, Section 54

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

Granted to: Union Sulphur and Oil Corporation  
Purpose: Cathodic protection station, ingress and egress thereto, and appurtenance purposes  
Date: July 5, 1951  
Recording No: 334869, Volume 528, Page 395, Deed Records of Nueces County, Texas.  
Affects: Portion of Lots 20, and 21, Section 54

- w. 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: Utilities and appurtenance purposes  
Date: January 21, 1983  
Recording No: 308705, Volume 1857, Page 874, Deed Records of Nueces County, Texas.  
(Defined)  
Affects: Portion of Lot 24, Section 54

- x. Terms and provisions contained in Grant of Surface Rights dated April 8, 1988, from Exxon Corporation, to Southwestern Bell Telephone Company, recorded at File No. 610820, Volume 2108, Page 601, Deed Records of Nueces County, Texas. (Map attached showing location)

Effective Date: November 8, 2020

## SCHEDULE B

(Continued)

- y. 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: Utilities and appurtenance purposes  
Date: September 13, 1994  
Recording No: 929314, Official Public Records of Nueces County, Texas.  
Affects: Portion of Lot 24, Section 54 - Map attached

- z. Terms, provisions and conditions as contained in Affidavit of Dedication for Cemetery Purposes for the Duncan Cemetery, dated December 6, 2000, by the Texas Historical Commission recorded at Document No. 200050997, Official Public Records of Nueces County, Texas; together with the rights of sepulture, maintenance, visitation, and rights of ingress and egress; any and all contracts, deeds, plot conveyances, certificates, which maybe recorded or unrecorded, including, but not limited to, certificates recorded at Documents No. 1996019358 and 1996019359, Official Public Records of Nueces County, Texas . (Map attached showing location)

- aa. A thirty foot (30') private roadway easement as shown on REPLAT OF DUNCAN CEMETERY filed March 22, 2010, recorded in Volume 67, Page 367, Map and Plat Records of Nueces County Texas

- ab. SEVENTH TRACT: The Company assumes no loss or liability by reason of: (a) Navigational servitudes and all other rights, titles and powers of the United States, the state and local government, and any other governmental entity and the public over lands comprising the beds of oceans, gulfs or bays and their shore lands extending to the ordinary high water line thereof. (b) Lands beyond the line of the border or bulkhead lines, or vegetation line. (c) Filled lands, submerged lands or artificial lands, including any determination that some portion of the land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created. (d) Riparian or water rights, claims or title to water, whether or not shown by the public records. (e) Changes in area and/or boundary of the subject property as a result of erosion, accretion and avulsion cause by tidal influences.

Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments or other entities to tidelands, or land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or to any land extending from the line of mean low tides to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government or to filled land, or artificial island, or to riparian rights or the right of interests of the State of Texas, or the public generally in the area extending from the line of mean low tide to the line of vegetation or their rights of access thereto or right of easement along and across the same.

- ac. Matters reflected on the new surveys to be provided at a later date.

Effective Date: November 8, 2020



## SCHEDULE C

Commitment No.: 200239676

GF No.: 200239676

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. We find no outstanding voluntary liens of record affecting the subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.
6. Surveys pending, new surveys to be provided at a later date per contract.
7. After the surveys have been reviewed, Obtain and file for record a **Correction Executrix's Deed** from Tracy Duncan, Independent Executrix of the Estate of William Edward Duncan, Deceased, Probate Cause No. 43867-4, Nueces County, Texas, to Tracy Duncan, individually, to correct the legal descriptions in Executrix's Deed recorded at Document No. 2008053232, Official Public Records of Nueces County, Texas. The Company reserves the right to make additional requirements and/or take additional exceptions based on information obtained in conjunction with this requirement.
8. 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: November 8, 2020

## SCHEDULE C

(Continued)

9. 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.

10. 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.
11. 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.
12. The conveyance by sellers must be by a "GENERAL WARRANTY DEED" unless approved by company in advance.
13. 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.
14. 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, 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.
15. 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.
16. 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
17. Company reserves the right to revise this commitment and/or to make additional requirements at any time

Effective Date: November 8, 2020

## SCHEDULE C

(Continued)

prior to the closing of this transaction.

18. 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.

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.

19. NOTE: This file must be updated within 24 hours prior to Closing.
20. 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 Rule 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.
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 the front page of the document: "NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person,

Effective Date: November 8, 2020

## SCHEDULE C

(Continued)

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: November 8, 2020

## SCHEDULE D

Commitment No.: 200239676

GF No.: 200239676

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 Randall Quirk, President; Anthony John Park, Executive Vice President; Michael Louis Gravelle, Secretary; Daniel Kennedy Murphy, Treasurer

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

Fidelity National Financial, Inc. owns 100% of FNTG Holdings, Inc., which owns 100% of Fidelity National Title Group, Inc., which owns 100% of Fidelity National Title Insurance Company.

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  
Mark Scott, President Coastal Bend Region  
Shelly Cristan-Grahmann, Vice President  
Channing Slusher, Vice President  
Lynn Leising, Vice President  
Nancy Massaro, Vice President / Administration  
Pam Mosley, Vice President  
Gracie P. Herrera, Vice President / Comptroller  
Jason B. 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 transaction will be disclosed on the closing or settlement statement.

Effective Date: November 8, 2020

**SCHEDULE D**  
(Continued)

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

<b>Total</b>	<b>\$</b>	<b>0.00</b>
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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.

Effective Date: November 8, 2020

## LEGAL DESCRIPTION

**REQUIREMENT:** Prior to closing this transaction, Company requires a Survey and Field Notes/Metes and Bounds describing the exact boundaries of the property to be insured for examination and approval. The survey must reflect the adjacent owner(s) and dedicated road(s) to subject property road which complies with the General Rules of Procedures and Practices Act RE.663.18, Certification Item #7. This Commitment will be amended upon receipt of the survey and metes and bounds description.

### **SURVEY PENDING - NEW DESCRIPTIONS FOR PROPERTY BEING SOLD:**

**FIRST TRACT:** 15.909 ACRES OF LAND, MORE OR LESS OUT OF LOTS NINETEEN (19), TWENTY (20), TWENTY-ONE (21), AND TWENTY-FOUR (24), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, - SURVEY PENDING AND NEW SURVEY TO BE PROVIDED AT A LATER DATE.

**SECOND TRACT:** 0.508 OF AN ACRE OF LAND, MORE OR LESS, OUT OF LOT TWENTY-FOUR (24), , SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, - SURVEY PENDING AND NEW SURVEY TO BE PROVIDED AT A LATER DATE.

**THIRD TRACT:** 1 ACRE OF LAND, MORE OR LES, OUT OF LOT TWENTY (20), , SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, - SURVEY PENDING AND NEW SURVEY TO BE PROVIDED AT A LATER DATE.

**FOURTH TRACT:** 0.50 OF AN ACRE OF LAND, MORE OR LESS, OUT OF LOT TWENTY (20), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, SURVEY PENDING - NEW SURVEY TO BE PROVIDED AT A LATER DATE.

**FIFTH TRACT:** 0.75 OF AN ACRE OF LAND, MORE OR LESS, OUT OF LOT TWENTY (20), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, being more particularly described by metes and bounds as follows, to-wit:

**BEGINNING** at a stake in the north line of the South 3/4 of Lot 20, Block 54, Flour Bluff and Encinal Subdivision as now fenced, being the north line of the W. R.Duncan Tract, and 138.7 feet S. 61° E., from the west line of said Lot 20, Block 54, for the Northwest corner of this 0.75 acre tract;

**THENCE** S. 61° E. with the fence line, being the north line of the Duncan Tract 163.3 feet to the northwest corner of the 0.5 acre tract previously secured from W. R. Duncan by instrument dated November 12, 1940;

**THENCE** S. 29° W. with the west line of said 0.5 acre tract 200 feet to the southwest corner of same, which is the southeast corner of this 0.75 acre tract;

**THENCE** N. 61° W., 163.3 feet to a stake for the southwest corner of this tract;

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## LEGAL DESCRIPTION

(Continued)

THENCE N. 29° E., 200 feet TO THE PLACE OF BEGINNING and containing 0.75 of one acre of land, more or less.

SIXTH TRACT: 3.72 ACRES OF LAND, MORE OR LESS, OUT OF LOT NINETEEN (19), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, - SURVEY PENDING AND NEW SURVEY TO BE PROVIDED AT A LATER DATE.

SEVENTH TRACT: 2.044 ACRES OF LAND, MORE OR LESS, OUT OF LOTS NINETEEN (19) AND TWENTY (20), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, - SURVEY PENDING AND NEW SURVEY TO BE PROVIDED AT A LATER DATE.

EIGHTH TRACT: 0.447 ACRE OF LAND, MORE OR LESS, OUT OF LOT NINETEEN (19), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL GARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, - SURVEY PENDING AND NEW SURVEY TO BE PROVIDED AT A LATER DATE.

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.

PARENT TRACT DESCRIPTION for surveyor's use:

FIRST TRACT: PORTION OF LOTS NINETEEN (19), TWENTY (20), TWENTY-ONE (21), AND TWENTY-FOUR (24), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Texas according to the map or plat thereof recorded in Volume A, Pages 41, 42 and 43, Map Records, Nueces County, Texas, more fully described by metes and bounds in Warranty Deed dated March 16, 1991 recorded at Clerks File No. 750350, Volume 2244, Page 498, Deed Records of Nueces County, Texas, Save and Except portion as therein recited.

LESS AND EXCEPT, THAT CERTAIN TRACT OF LAND DEDICATED AS KNOWN AS CEMETARY NOT INCLUDED;

LESS AND EXCEPT, HOWEVER, A 4.108 ACRE TRACT CONVEYED TO JEFFERY B. SMITH, RECORDED AT DOCUMENT NO. 2007018457, OFFICIAL PUBLIC RECORDS OF NUECES COUNTY, TEXAS.

LESS AND EXCEPT, HOWEVER, PORTION CONVEYED TO THE CITY OF CORPUS CHRISTI, TEXAS BY JOE HANSLER AND HENRY L TUCKER, SR. BY WARRANTY DEED DATED SEPTEMBER 29, 1983, RECORDED AT FILE NO. 353611, VOLUME 1899, PAGE 492, DEED RECORDS OF NUECES COUNTY, TEXAS, MORE FULLY DESCRIBED BY METES AND BOUNDS IN SAID WARRANTY DEED.

LESS AND EXCEPT, HOWEVER, that certain 1 acre tract of land, more or less, described in Warranty Deed dated Feb. 9, 2011, from Tracy Duncan, to Owen A. Norton, recorded at Document No. 2011005970, Official Public Records of Nueces County, Texas.

Effective Date: November 8, 2020



## LEGAL DESCRIPTION

(Continued)

LESS AND EXCEPT, HOWEVER, that certain tract of 0.4474 acre of land, more or less, called Tract 1 in Warranty Deed dated FEB. 24, 2017, from Tracy Duncan, to Angeles De Dios, recorded at Document No. 2017008209, Official Public Records of Nueces County, Texas.

SECOND TRACT: Five (5) acres more or less, In the form of a square out of the North corner of the south or southwest 3/4TH of LOT NINETEEN (19), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas, according to the map or plat thereof, recorded in Volume A, Pages 41, 42 and 43, Map Records, Nuecas County, Texas and described by metes and bounds as follows:

BEGINNING at a point in the Northwest line of said Lot No. 19 at the Intersection of said line with the Southwest boundary line of road running through said Section No. 54, as shown by map thereof, recorded in Volume A, Page 42 of the Nueces County Map Records, for the north corner of this five acres;

THENCE with the northwest boundary line of said Lot No. 19, S. 29 deg. W., 155.556 yards for the west corner of this tract;

THENCE S. 61 deg. E., parallel with the NE boundary line of said Lot No. 19, 155.556 yards for the south corner of this tract;

THENCE N. 29 deg. E, parallel with the NW boundary line of said Lot Ne. 19, 155.556 yards for the east corner of this tract;

THENCE N. 61 deg. W., with SW boundary line of said road, 155.556 yards to the PLACE OF BEGINNING.

LESS AND EXCEPT portion conveyed to the City of Corpus Christi, Texas by Joe Hansler and Henry L. Tucker, Sr. by Warranty Deed dated September 29, 1983 recorded at File No. 353611, Volume 1899, Page 492, Deed Records of Nueces County Texas, more fully described by metes and bounds In said Warranty Deed.

LESS AND EXCEPT, HOWEVER, that certain tract of 0.5080 acre of land, more or less, called Tract 2 in Warranty Deed dated Feb. 24, 2017, from Tracy Duncan, to Angeles De Dios, recorded at Document No. 2017008209, Official Public Records of Nueces County, Texas.

THIRD TRACT: PORTION OF LOTS TWENTY (20) AND TWENTY-ONE (21), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof recorded in Volume A, Pages 41, 42 and 43, Map Records, Nuece County, Texas, more fully described by metes and bounds in Warranty Deed dated March 26, 1991 recorded at File No. 750350, Volume 2244, Page 498, Deed Records of Nueces County, Texas, containing 2.044 acre, more or less, SURVEY PENDING - NEW SURVEY TO BE PROVIDED AT A LATER DATE.

FOURTH TRACT: PORTION OF LOT TWENTY (20), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to the map or plat thereof, recorded in Volume A Pages 41, 42 and 43, Map Records, Nueces County, Texas, more fully described by metes and hounds in Warranty Deed dated March 16, 1991 recorded at File No. 750350, Volume 2244, Page 498, Deed Records of Nuaces County, Texas, contalning 0.75 acres, more or less, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a stake in the north line of the South 3/4 of Lot 20, Block 54, Flour Bluff and Encinal Subdivision as now fenced, being the north line of the W. R. Duncan Tract, and 138.7 feet S. 61° E., from the west line of said Lot 20, Block 54, for the Northwest corner of this 0.75 acre tract;

THENCE S. 61° E. with the fence line, being the north line of the Duncan Tract 163.3 feet to the northwest corner of the 0.5 acre tract previously secured from W. R. Duncan by instrument dated November 12, 1940;

Effective Date: November 8, 2020

## LEGAL DESCRIPTION

(Continued)

THENCE S. 29° W. with the west line of said 0.5 acre tract 200 feet to the southwest corner of same, which is the southeast corner of this 0.75 acre tract;

THENCE N. 61° W., 163.3 feet to a stake for the southwest corner of this tract;

THENCE N. 29° E., 200 feet TO THE PLACE OF BEGINNING and containing 0.75 of one acre of land, more or less.

FIFTH TRACT: PORTION OF LOT TWENTY (20), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas, according to the map or plat thereof, recorded in Volume A, Pages 41, 42 and 43, Map Records, Nueces County, Texas, more fully described by metes and bounds in Warranty Deed dated March 26, 1991 recorded at File No. 750330, Volume 2344, Page 498, Deed Records of Nueces County, Texas, containing 0.52 acres, more or less, and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a stake in the north line of the South 3/4 of Lot 20, Block 54, Flour Bluff and Encinal Subdivision as now fenced, being the north line of the W.R Duncan Tract, and 302 feet east of the west line of said Lot 20. Block 54 of said subdivision. Said beginning point also being located N. 24° 10' E. 331 feet from Rumble - W. B. Duncan No. 1 producing oil well;

THENCE with the north line of the South 3/4 of Lot 20, Block 54, as fenced, S. 61° E., 109 feet to a stake;

THENCE S. 29° W., 200 feet to a stake;

THENCE N. 61° W., 109 feet to a stake;

THENCE N. 29° E., 200 feet to the PLACE OF BEGINNING, containing 0.52 acres of land, more or less.

SIXTH TRACT: PORTION OF LOT TWENTY (20), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas, according to the map or plat thereof; recorded in Volume A, Pages 41, 42 and 43, Map Records, Nueces County, Texas, more fully described by metes and bounds in Warranty Deed dated March 26, 1991 recorded at File No. 750350, Volume 2244, Page 498, Deed Records of Nueces County, Texas, containing 1.00 acres, more or less, and SURVEY PENDING - NEW SURVEY TO BE PROVIDED AT LATER DATE.

SEVENTH TRACT: PORTION OF LOTS NINETEEN (19), TWENTY (20), TWENTY-ONE (21), AND TWENTY-FOUR (24), SECTION FIFTY-FOUR (54), FLOUR BLUFF AND ENCINAL FARM AND GARDEN TRACTS, a subdivision in the City of Corpus Christi, Nueces County, Texas according to map or plat thereof; recorded in Volume A, Pages 41, 42 and 43, Map Records, Nueces County Texas, more fully described in Warranty Deed dated March 26, 1991, recorded at File No. 750350, Volume 2244, Page 498, Deed Records of Nueces County, Texas, containing 1.00 acres, more or less, and SURVEY PENDING - NEW SURVEY TO BE PROVIDED AT A LATER DATE.

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.

EXAMINER'S NOTE TO SURVEYOR: See General Warranty Deed dated March 26, 1991, from Lou Ann Fordan Rosebraugh, et al., to William E. Duncan and Violet M. Duncan, recorded at File No. 750350, Volume 2244, Page 498, Deed Records of Nueces County, Texas;

Effective Date: November 8, 2020

## LEGAL DESCRIPTION

(Continued)

and Tax Resale Deed dated Sept. 25, 2001, from Nueces County, Texas, to William E. Duncan, recorded at Document No. 2001041590, Official Public Records of Nueces County, Texas, which are the parent tracts for all the above.

Effective Date: November 8, 2020

## 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.

Effective Date: November 8, 2020

## 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.

Effective Date: November 8, 2020

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

Commitment No.: 200239676

GF No.: 200239676

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: November 8, 2020

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

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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

Effective Date: November 8, 2020