

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

TEXAN TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **November 10, 2024, 8:00 am**

GF No. **BC2413586**

Commitment No. **BC2413586**, issued **November 15, 2024, 8:00 am**

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED: **TBD**
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. Record title to the land on the Effective Date appears to be vested in:
City of College Station, Texas
4. Legal description of land:
All that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas and being Lot One (1), Block "A", MIDTOWN BUSINESS PARK, PHASE ONE, an addition to the City of College Station, Brazos County, Texas, according to the Plat recorded thereof in [Volume 17484, page 40](#), Official Records of Brazos County, Texas.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

- 1.
- 2.
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 **2025**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year ____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. **Rights of Parties in possession. (OWNER POLICY ONLY)**
- b. **Subject to any and all visible and/or apparent easements over, under or across subject property, which a survey or physical inspection may disclose.**
- c. **Any encroachment, encumbrance violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**
- d. **Any portion of the subject property lying within the boundaries of a public or private roadway, whether dedicated or not.**
- e. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.**
- f. **All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.**
- g. **Rights of tenants, as tenants only, under existing lease agreements affecting the land.**
- h. **20' Utility Easement on the northwest and northeast sides of property, Mutual Access Easement, 15' Drainage Easement and 10' Utility Easement on the southeast side of property as shown on plat of MIDTOWN BUSINESS PARK, PHASE ONE, an addition to the City of College Station, Brazos County, Texas, according to the Plat recorded thereof in [Volume 17484, page 40](#), Official Records of Brazos County, Texas and as evidenced by survey dated , prepared by James Michael Denney, Registered Professional Land Surveyor, No. 5414.**
- i. **Pipeline Easement from Mrs. Lily Carll, et vir to Humble Pipe Line Company, dated July 22, 1919, recorded in [Volume 49, page 34](#), Deed Records of Brazos County, Texas and amended in [Volume 520, page 674](#), Deed Records of Brazos County, Texas and partially released in [Volume 3910, page 130](#), Official Records of Brazos County, Texas.**
- j. **Easement from Mrs. Icy Dowling and W. I. Dowling to State of Texas, dated June 27, 1931, recorded in [Volume 80, page 527](#), Deed Records of Brazos County, Texas.**
- k. **Access Easement Reserved in Deed from James C. Creagor, et ux to Kingsland Development, Inc., dated May 26, 1977, recorded in [Volume 374, page 109](#), Deed Records of Brazos County, Texas.**
- l. **Easement from Hob-Pang Ngiam and Shau-King Ngiam to Producer's Gas Company, dated November 19, 1987, recorded in [Volume 517, page 492](#), Deed Records of Brazos County, Texas.**
- m. **Easement from James C. Creagor and Marion Creagor to General Telephone Company of the Southwest, dated December 8, 1983, recorded in [Volume 638, page 90](#), Official Records of Brazos County, Texas.**
- n. **Telephone Easement from Jerry Windham, et al to General Telephone Company of the Southwest, dated December 12, 1983, recorded in [Volume 638, page 161](#), Official Records of Brazos County,**

Texas.

- o. Easement from Susan Creagor Helm, et al to City of College Station, Texas, dated August 30, 1984, recorded in [Volume 719, page 243](#), Official Records of Brazos County, Texas.
- p. Encroachment Agreement by and between Exxon Pipeline Company and The City of College Station, Texas, dated October 3, 1985, recorded in [Volume 854, page 599](#), Official Records of Brazos County, Texas.
- q. Easement from John Emory Marsh, Jr., et al to City of College Station, Texas, dated January 16, 1987, recorded in [Volume 945, page 391](#), Official Records of Brazos County, Texas.
- r. Easement from James Creagor and Marion Creagor to City of College Station, Texas, dated March 2, 1987, recorded in [Volume 954, page 349](#), Official Records of Brazos County, Texas.
- s. Defined Public Utility Easement from Jerry Windham, et al to City of College Station, dated April 20, 1987, recorded in [Volume 965, page 768](#), Official Records of Brazos County, Texas.
- t. Easement from Frank Thurmond and Jerry Windham to Texas Municipal Power Agency, dated December 5, 1990, recorded in [Volume 1231, page 15](#), Official Records of Brazos County, Texas
- u. Easement from Marion Violet Creagor and Susan Cheryl Creagor Helm, as Co-Trustees of the James Carll Creagor Family Trust to City of College Station, Texas, dated September 7, 1995, recorded in [Volume 2439, page 227](#), Official Records of Brazos County, Texas.
- v. Easement from Michael Creagor to City of College Station, Texas, dated March 3, 1998, recorded in [Volume 3048, page 252](#), Official Records of Brazos County, Texas.
- w. Easement from Susan Creagor Helm to City of College Station, Texas, dated March 3, 1998, recorded in [Volume 3048, page 256](#), Official Records of Brazos County, Texas.
- x. Easement from Marion Violet Creagor and Susan Cheryl Creagor Helm, Co-Trustees of the James Carll Creagor Family Trust to City of College Station, Texas, dated March 3, 1998, recorded in [Volume 3048, page 259](#), Official Records of Brazos County, Texas.
- y. Easement from Frank Thurmond and Jerry Windham to City of College Station, dated July 1, 1998, recorded in [Volume 3209, page 86](#), Official Records of Brazos County, Texas.
- z. Easement from Louise Marsh Reeves, et al to City of College Station, Texas, dated July 24, 1998, recorded in [Volume 3229, page 241](#), Official Records of Brazos County, Texas.
- aa. Easement from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust, et al to City of College Station, Texas, dated August 26, 1999, recorded in [Volume 3596, page 45](#), Official Records of Brazos County, Texas.
- bb. Easement from Frank Thurmond and Jerry Windham to Wellborn Special Utility District, dated January 11, 2000, recorded in [Volume 3768, page 25](#), Official Records of Brazos County, Texas
- cc. Notice of Utility or Infrastructure on City Property by City of College Station, dated May 15, 2017, recorded in [Volume 14033, page 142](#), Official Records of Brazos County, Texas.

- dd. **Notice of Utility or Infrastructure on City Property by the City of College Station, dated May 15, 2017, recorded in [Volume 14033, page 130](#), Official Records of Brazos County, Texas.**
- ee. **Easement from City of College Station, Texas to City of Bryan, Texas, dated August 20, 2020, recorded in [Volume 16317, page 53](#), Official Records of Brazos County, Texas.**
- ff. **Terms, conditions and stipulations of that certain Reciprocal Easement and Shared Use Agreement dated November 10, 2021 by and between the City of College Station and Costco and Wholesale Corporation, recorded in [Volume 17502, page 248](#), Official Records of Brazos County, Texas.**
- gg. **Easement from City of College Station, Texas to Costco Wholesale Corporation, dated November 10, 2021, recorded in [Volume 17502, page 248](#), Official Records of Brazos County, Texas.**
- hh. **Terms and conditions contained in Waiver of Surface Use executed by Marion Violet Creagor, dated April 24, 1998, recorded in [Volume 3176, page 6](#), Official of Brazos County, Texas.**
- ii. **Mineral reservation in Deed from James Carll Creagor, et ux to Kingsland Development, Inc., dated May 26, 1977, recorded in [Volume 374, page 109](#), Deed Records of Brazos County, Texas; subject to surface waiver recorded in [Volume 3176, page 6](#), Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.**
- jj. **Mineral reservation, with surface waiver, in Deed from Hoo-Pang Ngiam, et ux to Bernath Concrete Products Company, dated April 14, 1983, recorded in [Volume 571, page 140](#), Deed Records of Brazos County, Texas; subject to surface waiver contained therein. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.**
- kk. **Mineral reservation, with surface waiver, in Deed from Hoo-Pung Ngium, et ux to Jerry Windham and Frank Thurmond, dated April 14, 1983, recorded in [Volume 571, page 144](#), Deed Records of Brazos County, Texas; subject to surface waiver contained therein. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.**
- ll. **Terms, conditions and stipulations as set forth in Stipulation of Interest Agreement by and between Marsh-Reeves Trust, John Emory Marsh, Jr., Louise Marsh Reeves, Robert Emory Reeves, and Marsha Reeves Duemke dated January 28, 1991, recorded in [Volume 1249, page 37, 42, 47](#), and [52](#), Official Records of Brazos County, Texas.**
- mm. **Mineral Deed from Marion Violet Creagor, Independent Executrix of the Estate of James Carll Creagor, Deceased to Marion Violet Creagor, dated July 12, 1993, recorded in [Volume 1849, page 321](#), Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.**
- nn. **Mineral conveyance contained in Marsh-Reeves Trust from Grace H. Marsh to Louise M. Reeves dated March 25, 1981, recorded in [Volume 2007, page 294](#), Official Records of Brazos County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument and the Company makes no representation as to the ownership or holder of such interest(s).**
- oo. **Mineral reservation, with surface waiver, in Deed from Marion Violet Creagor, et al to City of College Station, Texas, dated August 14, 2000, recorded in [Volume 3900, page 188](#), Official Records**

- of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- pp. Mineral reservation, with surface waiver, in Deed executed by Jerry Windham, et al to City of College Station, dated August 14, 2000, recorded in [Volume 3900, page 223](#), Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- qq. Mineral reservation, with surface waiver, in Deed from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust, et al to City of College Station, Texas, dated September 27, 2001, recorded in [Volume 4329, page 134](#), Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- rr. Mineral reservation, with surface waiver, in Deed from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust, et al to City of College Station, Texas, dated January 8, 2003, recorded in [Volume 5056, page 43](#), Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- ss. Mineral Deed from Ronald S. Y. Ngiam, Independent Administrator with Will Annexed of the Estate of Hoo-Pang Ngiam, Deceased to Kim S. K. Ngiam, dated June 8, 2015, recorded in [Volume 12821, page 27](#), Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- tt. Mineral Deed from Louise M. Reeves to Southwest Petroleum Company, L.P., dated June 22, 2018, recorded in [Volume 14782, page 234](#), Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- uu. Estate created by Oil and Gas Lease(s) from Grace H. Marsh and J. E. Marsh to H. B. Pressley, dated February 12, 1942, recorded in [Volume 3, page 377](#), Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- vv. Estate created by Oil and Gas Lease(s) from Grace and J. E. Marsh to Joe Vickery, dated February 8, 1952, recorded in [Volume 11, page 333](#), Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- ww. Estate created by Oil and Gas Lease(s) from James C. Creagor and Marion Creagor to Tidewater Oil Co., dated October 23, 1957, recorded in [Volume 14, page 331](#), Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- xx. Estate created by Oil and Gas Lease(s) from Grace Marsh and J. E. Marsh to Jay Callahan, dated January 30, 1957, recorded in [Volume 14, page 394](#), Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- yy. Estate created by Oil and Gas Lease(s) from James C. Creagor and Marion Creagor to Cities Service Company, dated August 17, 1976, recorded in [Volume 23, page 550](#), Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- zz. Estate created by Oil and Gas Lease(s) from James Carl Creagor to Cities Service Company, dated August 12, 1976, recorded in [Volume 23, page 608](#), Oil & Gas Records of Brazos County, Texas.

Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.

- aaa. Estate created by Oil and Gas Lease(s) from Grace H. Marsh a/k/a Mrs. J. E. Marsh to Cities Service Company, dated August 27, 1976, recorded in [Volume 23, page 706](#), Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- bbb. Estate created by Oil and Gas Lease(s) from George Creagor, et al to Union Pacific Resources Co., dated July 19, 1990, recorded in [Volume 1205, page 820](#); [Volume 1206, page 16, 23, and 34](#); [Volume 1209, page 215](#), Official Records of Brazos County, Texas and Amended in [Volume 1839, page 306, 324, 332 and 340](#); and [Volume 1840, page 1](#), Official Records of Brazos County, Texas. Subject to Surface Waiver recorded in [Volume 2501, page 282](#), Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- ccc. Estate created by Oil and Gas Lease from Hoo-Pang Ngiam, et ux to Union Pacific Resources Company, dated July 19, 1990, recorded in [Volume 1207, page 369](#), and amended in [Volume 1839, page 314](#), Official Records of Brazos County, Texas; subject to the surface waivers recorded in [Volume 3421, page 140](#) and [Volume 3494, page 237](#), Official Records of Brazos County, Texas. Title to this lease has not been traced subsequent to the date of the above-cited instrument.
- ddd. Estate created by Oil and Gas Lease from James C. Creagor, et ux to Union Pacific Resources Company, dated August 13, 1990, recorded in [Volume 1214, page 475](#), Official Records of Brazos County, Texas. Title to this lease has not been traced subsequent to the date of the above-cited instrument.
- eee. Estate created by Oil and Gas Lease(s) from Robert Emory Reeves to Union Pacific Resources Company, dated September 14, 1990, recorded in [Volume 1218, page 421](#), Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- fff. Estate created by Oil and Gas Lease(s) from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust to Union Pacific Resources Co., dated September 14, 1990, recorded in [Volume 1218, page 427](#), Official Records of Brazos County, Texas, subject to the surface waiver recorded in [Volume 4583, page 171](#), Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- ggg. Estate created by Oil and Gas Lease(s) from John E. Marsh, Jr. to Union Pacific Resources Co., dated September 14, 1990, recorded in [Volume 1218, page 439](#), Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- hhh. Estate created by Oil and Gas Lease(s) from Marsha Reeves Duemke to Union Pacific Resources Co., dated September 14, 1990, recorded in [Volume 1220, page 302](#), Official Records of Brazos County, Texas, subject to the surface waiver recorded in [Volume 5017, page 207](#), Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- iii. Estate created by Memorandum of Oil and Gas Lease(s) from Susan Creager Helm, et al to Petroedge Energy, III, LLC, dated July 22, 2014, recorded in [Volume 12163, page 173, 175, 177, & 179](#), Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.

jjj. Property lies within the boundary of the College Station Tax Increment Zone #19 (CSMD-E)

NOTE: Federal law prohibits enforcement of such personal restrictions and even limits the ability of the title company to report or show them. To the extent such personal restrictions are contained in any document listed as an exception to title in this insuring form, such personal restrictions or covenants are omitted from the exception. If the Company or its title insurance agent have provided copies of documents containing such personal restrictions or covenants, we are simply providing a true copy of the recorded documents and do not publish, state, or imply such personal restrictions or covenants are enforceable.

SCHEDULE C

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **NOTE: We find no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest claim in the subject property.**
6. **Company must be furnished documents evidencing Municipal authority to convey subject property pursuant to Statutes and Laws governing the State of Texas.**
7. **Company requires proof that the subject property qualified for each ad valorem tax exemption that was granted to it for the last three tax years.**
8. **If any party to the transaction will execute documents based on a Statutory Durable Power of Attorney, Company requires the agent presenting such power of attorney to provide the Company with a Certification of Durable Power of Attorney by Agent, pursuant to Sec. 751.203 of the Texas Estates Code, before the date of closing.**
9. **Company will require tax certificates on the subject property showing all taxes paid up to and including the year 2024.**
10. **Company will require a properly executed Waiver of Inspection.**
11. **Company requires an Affidavit as to Debts and Liens to be executed at closing.**
12. **"The title insurance policy being issued to you contains an Arbitration Provision. 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. If you are the purchaser in the transaction and elect deletion of the Arbitration Provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration Provision, please inform us through your Closing Instructions."

13. For informational purposes: Texas law may require certain Seller notices. Some notices, including the Notice to Purchaser of Special Taxing or Assessment District, are required to be filed in the real property records. The title company does not determine what notices are required for any specific transaction and does not identify districts in which the property is located. Please contact an attorney for guidance regarding Seller notice requirements. The Seller should notify the title company of any notices they will want recorded at the time of closing.

The following is for informational purposes only:

The current vesting deed is as follows:

Warranty Deed executed by Louise Marsh Reeves, et al to City of College Station, Texas, dated January 8, 2003, recorded in [Volume 5056, page 43](#), Official Records of Brazos County, Texas.

Warranty Deed executed by Louise Marsh Reeves, et al to City of College Station, Texas, dated September 27, 2001, recorded in [Volume 4329, page 134](#), Official Records of Brazos County, Texas.

Warranty Deed executed by Jerry Windham and Frank Thurmond to City of College Station, dated August 14, 2000, recorded in [Volume 3900, page 223](#), Official Records of Brazos County, Texas.

Warranty Deed executed by Marion Violet Greagor, et al to City of College Station, Texas, dated August 14, 2000, recorded in [Volume 3900, page 188](#), Official Records of Brazos County, Texas.

Countersigned
South Land Title, LLC

By: 

Authorized Counter Signature

SCHEDULE D

GF No. **BC2413586**

Effective Date: **November 10, 2024, 8:00 am**

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

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment
 - (a) The Title Insurance Company, **Texan Title Insurance Company**, is wholly owned by Texan Title Holdings, LLC. Individuals, partnerships, corporations, trusts or other entities owning ten percent (10%) or more of Texan Title Holdings, LLC:

Patrick F. Doyle - 100%
 - (b) The directors of Texan Title Insurance Company are Patrick F. Doyle, Jessica R. Carper, Jeffrey A. Adams and Russell Sugg
 - (c) The president, executive or senior vice-president, secretary and treasurer of Texan Title Insurance Company:

Patrick F. Doyle - Chief Executive Officer and President
Jessica R. Carper - Senior Vice President and Treasurer
Jeffrey A. Adams - General Counsel and Secretary
J. Brandon Linscomb - Senior Vice President
Russell Sugg - Executive Vice President

2. The issuing Title Insurance Agent, **South Land Title, LLC** a Texas Limited Liability Company, whose members owning or controlling, directly or indirectly, 1% or more of said company (or owning or controlling 10% or more of an entity that owns 1% or more of the Agent), and managers are listed below:

Patrick F. Doyle, Chief Executive Officer
Shannon Doyle Osborn, President
Jessica R. Carper, Treasurer

South Land Title, LLC is owned 100% by Texan Title Holdings, LLC which is owned 100% by Patrick F. Doyle.

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

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

Owner's Policy	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	\$0.00
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:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
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" The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

COMMITMENT FOR TITLE INSURANCE (Form T-7)

TEXAS TITLE INSURANCE INFORMATION

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

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

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

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

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE

DATE

Texan Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1 \$0.00	2	3 3	4 41	5	6	7	8

**DISCLOSURE TO SELLER, BUYER/BORROWER ABOUT
PATRICK F. DOYLE AND DOYLE LAW FIRM, PLLC**

I. REPRESENTATION OF INTERESTS

In connection with the transaction you are closing today, DOYLE LAW FIRM, PLLC (the “Doyle Law Firm”), may have prepared documents of conveyance, curative documents, or documents pertaining to a loan obtained from a lending institution (or individual owner under an owner-finance) to finance all or part of the purchase price of Buyer/Borrower’s property, or to refinance an earlier loan made to Buyer/Borrower, or which Buyer/Borrower assumed, that is secured on the subject property (collectively, the “Legal Documents”). In the event any such Legal Documents were prepared by the Doyle Law Firm; you must pay for such services. By signing below, Buyer/Borrower is acknowledging that the Doyle Law Firm has not represented Buyer/Borrower’s interests or given Buyer/Borrower any legal advice concerning the contract to sell and purchase the property, if applicable, or otherwise related to the property or to the legal instruments and loan documents executed in connection with the home loan transaction or the closing of the transaction itself.

II. RELATIONSHIP OF TEXAS FIRST BANK, PATRICK F. DOYLE AND DOYLE LAW FIRM, PLLC

The **Doyle Law Firm** has an ongoing attorney-client relationship with Texas Independent Bancshares, Inc., and Texas First Bank. Additionally, **PATRICK F. DOYLE** is the sole owner of the **Doyle Law Firm**, and serves as a director of Texas Independent Bancshares, Inc., and Texas First Bank.

III. RELATIONSHIP OF TITLE COMPANY AND PATRICK F. DOYLE

PATRICK F. DOYLE is the sole owner of **Texan Title Holdings, LLC**, which is the parent company of **South Land Title, LLC**.

IV. RELATIONSHIP OF TAX SERVICE PROVIDER AND PATRICK F. DOYLE

PATRICK F. DOYLE is the sole owner of **Realty Tax Search, Inc.**, which provides ad valorem tax searches, and collects, stores and disseminates such information regarding your transaction, and collects a standard fee for services related thereto.

V. FREEDOM TO HIRE A LAWYER

The undersigned acknowledges that they have had the opportunity to consult independent counsel or hire an attorney to represent them regarding this transaction and its consequences.

VI. OBLIGATION TO PAY LEGAL FEES

In the event any Legal Documents were prepared by the **Doyle Law Firm**, the undersigned acknowledges that they must pay at the time of closing, or on demand, the legal fees of the **Doyle Law Firm**. The charges for the services of the **Doyle Law Firm** are set forth on the closing statement or settlement statement furnished by the closing agent. You have not been charged any fee for the preparation of any Truth-in-Lending Statement or RESPA Good Faith Estimate of closing costs. Attached hereto as **Exhibit A** and incorporated herein is an Affiliated Business Arrangement Disclosure Statement, which sets forth the **Doyle Law Firm**’s relationship to **PATRICK F. DOYLE** and Settlement Service Charge or range of charges.

VII. DESCRIPTION OF LEGAL SERVICES

If representing the lender’s interest in this loan transaction, the **Doyle Law Firm** provided a variety of services of a legal nature. The **Doyle Law Firm** reviews as necessary the sales contract, survey, title report or commitment of title insurance, various documents of record such as restrictions and easements, and typically prepares such instruments as the note, deed of trust, affidavits, and various miscellaneous documents required by the lender.

Furthermore, the undersigned acknowledges that the **Doyle Law Firm** may have prepared certain Legal Documents upon the request of **South Land Title, LLC**, and has not in any manner, undertaken to assist or render legal advice to the undersigned, with respect to this transaction. The attorney preparing the documents represents **South Land Title, LLC**.

The undersigned has been provided with an opportunity to examine the title commitment issued by the title company in this transaction and is satisfied with the contents of such commitment. Furthermore, the undersigned agrees and understands that this transaction is not "closed" until all disbursements are made on behalf of all parties. In the event there are any additional charges for anyone furnishing services, requiring payoff, or by any taxing authority, the undersigned will pay such charges attributable to it upon written request.

VIII.

ACKNOWLEDGEMENT/WHAT SIGNING THIS MEANS

By signing below, you acknowledge to the lender, the **Doyle Law Firm** and **PATRICK F. DOYLE** that you have received a copy of this disclosure, that you have read all of the above statements, that you understand them, and that what has been stated in this disclosure is accurate and truthful. Furthermore, you acknowledge that you have read this disclosure form and understand that **PATRICK F. DOYLE** is referring you to purchase the settlement services as described herein on **Exhibit A** and may receive a financial or other benefits as the result of this referral.

EXHIBIT "A"

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
NOTICE**

FROM: PATRICK F. DOYLE

GF#: BC2413586

This is to give you notice that **PATRICK F. DOYLE** has a business relationship with and an ownership interest in **REALTY TAX SEARCH, INC.** and **TEXAN TITLE HOLDINGS, LLC.**

Set forth below is the estimated charge or range of charges of the settlement services listed. You are **NOT** required to use the listed providers as a condition for closing your transaction of the subject property. **THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Provider and Settlement Services Charge or Range of Charges:

South Land Title, LLC (premium fees as set by State Board of Insurance and vary depending on value of transaction and credits available to consumer)

Realty Tax Search \$40.00

ACKNOWLEDGEMENT

The undersigned has read this disclosure form and understands that **PATRICK F. DOYLE** is referring the undersigned to purchase the above-described settlement services and may receive financial or other benefits as a result of this referral.

**SOUTH LAND TITLE, LLC
PRIVACY POLICY**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **SOUTH LAND TITLE, LLC**.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others
- Information we receive from a consumer reporting agency
- Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT OUR CUSTOMERS OR FORMER CUSTOMERS TO ANYONE, EXCEPT AS PERMITTED BY LAW.

WE RESTRICT ACCESS TO NONPUBLIC PERSONAL INFORMATION ABOUT YOU TO THOSE EMPLOYEES WHO NEED TO KNOW THAT INFORMATION TO PROVIDE THE PRODUCTS OR SERVICES REQUESTED BY YOU OR YOUR LENDER.

WE MAINTAIN PHYSICAL, ELECTRONIC, AND PROCEDURAL SAFEGUARDS THAT COMPLY WITH APPROPRIATE FEDERAL AND STATE REGULATIONS.

NO PERSON, ENTITY OR FIRM WHO IS NOT A PARTY TO YOUR CONTRACT IS PERMITTED TO RECEIVE ANY INFORMATION FROM THIS COMPANY ON ANY MATTER RELATED TO YOUR CONTRACT.

**DOYLE LAW FIRM, PLLC
PRIVACY POLICY NOTICE**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **DOYLE LAW FIRM, PLLC**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others
- Information we receive from a consumer reporting agency
- Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXHIBIT C
SPECIAL WARRANTY DEED

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 NUMBER.

SPECIAL WARRANTY DEED

DATE: _____, 202__

GRANTOR: THE CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

GRANTOR'S MAILING ADDRESS: P. O. Box 9960
(including county) Brazos County
College Station, Texas 77842

GRANTEE: THE CORINTH GROUP, INC., a Texas corporation

GRANTEE'S MAILING ADDRESS: 4645 N. Central Expressway
(including county) 300 Knox Place
Dallas, Texas 75205

CONSIDERATION: TEN AND NO/ Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

All those certain lots, tracts or parcels of land, lying and being situated in Brazos County, Texas and being _____ acres of Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas according to the Plat of record in Volume 17484, Page 40 in the Official Records of Brazos County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. _____

GRANTOR hereby reserves for itself, its successors and assigns, all of the Reserved Groundwater Rights. As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater - All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights - All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other properties, on, under and over the Property, including, without limitation, all personal property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure; provided that there shall never in any event be any ingress or egress on or across the surface of the above-described premises for the purposes of exploration, development, production or transportation of such Groundwater, it being expressly contemplated by the parties to this instrument that any production of such Groundwater shall be from the surface of other property.

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the Property; provided that there shall never in any event be any ingress or egress on or across the surface of the above described Property for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, except as may have been reserved by predecessors in title, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS,

WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (II) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (I) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (II) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's legal representatives, successors and assigns to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under GRANTOR but not otherwise, and except as to the reservations from and exceptions to conveyance and warranty recited above.

Reference is hereby made to that certain Development Agreement (the "DA") dated to be effective as of _____, by and between Grantor and Grantee (or Grantee's predecessor in interest). Notwithstanding anything herein to the contrary:

- (1) If Grantee does not meet the Commencement of Construction Deadline for the Public Plaza (as defined in the DA), such deadline being _____, then, subject to the terms and conditions in the DA, the conveyance for the Public Plaza (as defined in the DA) within the Property shall be null and void, and fee simple title to the Public Plaza within the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such reversion right, or
- (2) If Commencement of Construction fails as a result of revocation of a Permit (as such terms are defined in the DA), then, subject to the terms and conditions in the DA, the Grantor may demand the Grantee reconvey the Public Plaza within the Property to the Grantor and Grantee shall have thirty (30) days after Grantee receives Grantor's demand to achieve

Commencement of Construction. Should Grantee fail to achieve Commencement of Construction within the thirty (30) days, then upon the thirty-first (31st) day, Grantee shall reconvey the Public Plaza within the Property to the Grantor and the Public Plaza within the Property shall become fee simple estate owned by the Grantor.

When the context requires, singular nouns and pronouns include the plural.

**CITY OF COLLEGE STATION, TEXAS,
Texas Home Rule Municipal Corporation.**

By: _____
JOHN P. NICHOLS, Mayor

ATTEST:

City Secretary

**THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §**

This instrument was acknowledged before me on the _____ day of _____, 202___, by **JOHN P. NICHOLS**, as Mayor of the City of College Station, a municipal home rule corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
City Attorney’s Office
P. O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:
City of College Station
City Attorney’s Office
P. O. Box 9960
College Station, Texas 77842-9960

EXHIBIT D
BUYER'S DEVELOPMENT PROPOSAL

See attached Buyer's Development Proposal on the following pages. The terms of this Real Estate Contract shall take precedence and control over any term or provision of this Buyer's Development Proposal that in any way conflicts with, differs from, or attempts to alter the terms of this Real Estate Contract.

CORINTH
PROPERTIES

January 3rd, 2025

Mr. Michael Ostrowski, Chief Development Officer
 Mr. Brian Piscacek, Assistant Director Economic Development
 Ms. Stacey Vasquez, Economic Development Coordinator
 Economic Development and Tourism
 1207 Texas Avenue
 College Station, Texas 77840

RE: Letter of Intent (“**LOI**”) outlining the general terms to purchase and develop the Property located at the corner of Highway 6 and Corporate Parkway in College Station, Texas.

The purchase and sale of the Property is contemplated to occur in two phases outlined below. Moreover, Purchaser and Seller will work in partnership to develop part of the Property into a public Community Space with an adjacent covered pavilion-like structure.

This LOI is not intended to constitute, and shall not constitute, a contract for the sale of the Property, but will merely serve as a guideline on which an appropriate Purchase and Sale Agreement may be prepared.

PROPERTY:	+/- 28.66 acres located at the intersection of Highway 6 and Corporate Parkway in the Midtown Business Park in College Station, TX. See Exhibit A .
SELLER:	The City of College Station
PURCHASER:	Corinth Group, Inc. and/or an entity controlled by it.
DEAL STRUCTURE:	<p>The Property will be divided into three separate sections for purposes of the purchase and sale. See Exhibit B.</p> <ol style="list-style-type: none"> 1) Phase One Development Site – +/- 13 acres of developable commercial land. 2) Community Space – +/- 2 acres of land to be developed into a shared recreational greenspace with an open-air pavilion. Seller will work in partnership with Purchaser to develop this portion of the site. 3) Future Development Site – +/- 14 acres of developable commercial land to be purchased and developed at a later date. Purchaser will have a Purchase Option for the Future Development Site per the terms outlined in this Letter of Intent. <p>The acreages contemplated in this LOI for each subdivided portion of land are rough estimates. The exact size of each section of the project will be finalized through a joint design process between Purchaser and Seller as part of the overall development of the Property.</p>

PURCHASE PRICE:	<p>The Purchase Price for both the Phase One Development Site and the Future Development Site is \$8.00 per land square foot.</p> <p>The total Purchase Price for both transactions will be calculated once the actual size of each parcel is finalized and agreed to by Purchaser and Seller as part of the initial design process.</p>
EARNEST MONEY:	<p>Within three (3) business days of the execution of a Purchase and Sale Agreement, Purchaser shall transfer and deliver to the Title Company \$100,000 (“Earnest Money Deposit”) to be held in escrow and to secure Purchaser’s obligations under the Purchase and Sale Agreement.</p> <p>Purchaser and Seller agree that \$50,000 of the Earnest Money will be a “Contract Fee” and shall be non-refundable for the Feasibility Period.</p> <p>The Earnest Money will be applicable to the Purchase Price.</p>
SELLER-PROVIDED INFORMATION:	<p>Seller agrees to deliver all pertinent documents related to the Property in Seller’s possession to Purchaser.</p>
FEASIBILITY PERIOD:	<p>Purchaser shall have a period of one-hundred and eighty (180) days from the Effective Date of the Purchase and Sale Agreement (and any associated governmental approvals) to inspect the Property, research municipal ordinances and requirements and all information relating thereto.</p> <p>In the event that Purchaser, during the Feasibility Period, in its sole discretion disapproves any requirement, document, or any portion of the Property, or determines that the purchase is not economically feasible, it may at its option be relieved of all liability under the Purchase and sale agreement and the Earnest Money shall be promptly returned, less \$100.00 for Independent Consideration, to Purchaser by the Title Company.</p> <p>Purchaser shall be able to purchase two thirty (30) day extensions of the Feasibility Period. Each extension will cost \$10,000 of additional non-refundable Earnest Money.</p>
DEVELOPMENT AGREEMENT	<p>During the Feasibility Period, Purchaser and Seller shall endeavor to negotiate a mutually acceptable “Development Agreement” that will govern the overall partnership between Purchaser and Seller in the development of the Property.</p> <p>The Development Agreement will define items such as (but not limited to):</p> <ul style="list-style-type: none"> - Roles and Responsibilities of Purchaser and Seller in the development of the Community Space. - Design guidelines and restrictions, if any, for both the Community Space and the buildings to be constructed on the Property.

	<ul style="list-style-type: none"> - Use restrictions, if any, for both the Community Space and the buildings to be constructed on the Property. - Cost sharing between Purchaser and Seller of the improvements, infrastructure and paving necessary to support the operations of the Community Space. - Incentives, abatements, funds for the benefit of the overall development of the Property.
PURCHASE OPTION:	<p>Purchaser shall have the exclusive right to purchase the Future Development Site at a future date that is mutually acceptable to both Seller and Purchaser. The Purchase Price for the Future Development Site is defined in the "Purchase Price" section above. Purchaser agrees to pay an "Option Fee" totaling \$70,000 following the expiration of the Feasibility Period. The "Option Fee" will be non-refundable but applicable to the Purchase Price of the Future Development Site.</p> <p>The Purchase Option shall be in effect for eighteen (18) months, starting on the date when the first certificate of occupancy is granted by the City for a building on the property. The Option Period will expire upon the earlier date of eighteen (18) months after the first certificate of occupancy is granted by the City for a building on the Property or thirty (30) months after the Closing Date outlined in a Contract.</p> <p>Purchaser may pay a non-refundable \$50,000 fee to extend the Option Period for up to ninety (90) days. This Option Extension Fee will be applicable to the purchase price of the Future Development Site.</p>
CLOSING:	Closing of the Phase One Development Site will occur sixty (60) days following the expiration of the Feasibility Period.
PRORATIONS:	Taxes shall be prorated between the Seller and Purchaser as of the Closing Date.
CLOSING COSTS:	Seller and Purchaser shall each be responsible for their own legal fees. Purchaser shall pay for any necessary third-party reports it deems necessary as part of its due diligence process. Purchaser to pay for the Title Policy premium, Recording Fees, and Escrow Fees. All other closing costs shall be allocated as is customary for a real estate transaction in the College Station MSA.
TITLE COMPANY:	Southland Title, LLC, 3800 Cross Park Dr., Bryan, TX 77802
ENCUMBRANCES:	Purchaser shall acquire the Property free and clear of any debts, liens or assessments. Any costs associated with prepaying existing debt, removing liens or maintaining bonds shall be paid by Seller.
COMMISSIONS:	Seller will pay all brokerage commissions associated with the sale of the Property to its representative, Oldham Goodwin, who has

	agreed to share equally in the commission with Purchaser's Broker, Falcon Realty Advisors.
NON-BINDING NATURE:	It is expressly agreed by Purchaser and Seller that this Letter of Intent is non-binding on Purchaser and Seller, and Purchaser and Seller will have no obligation to purchase or sell the Property prior to the mutual execution and delivery of a Contract. Seller acknowledges and agrees that the terms and conditions of this Letter of Intent remain subject to (i) review and approval by Purchaser's required authorization procedures and (ii) further inspection of the Property by representatives of Purchaser.
EXCLUSIVITY:	By signing this Letter of Intent below, Seller agrees to act in good faith to negotiate with Purchaser a mutually acceptable Contract and will not initiate, solicit, continue or respond to any offers or negotiations for the sale of the Property to any person or entity other than Purchaser during the period from the execution date hereof until the execution and delivery of a mutually acceptable Contract by both parties hereto.
CONFIDENTIALITY:	Purchaser and Seller agree not to release any information regarding this transaction to the press, the real estate brokerage community or any party that is not relevant to the closing of this transaction until a mutually agreed upon date.

Corinth Group is interested in pursuing discussions regarding a potential transaction on the above general terms. Please sign and return a copy of this LOI to confirm your interest in pursuing discussions regarding the potential sale of this Property on these general terms.

Please do not hesitate to contact us if you need to clarify any of the above or any other matters.

Sincerely,

Corinth Properties



Frank Mihalopoulos,
 Owner & Principal
 (214)-783-1822
frank@corinthproperties.com



Arthur Brousseau,
 Vice President, Acquisitions & Development
 (214)-707-9025
arthur@corinthproperties.com

Exhibit B

