



Capital Projects
Houston Public Works
Real Estate Services



CUIC
NUMBER:

TO BE ENTERED BY DEPARTMENT.

APPLICATION

ABANDONMENT AND SALE OF EASEMENT

Both the property owner (applicant) and the agent (if applicable) must sign this application where indicated. A signed original authorization letter may be substituted for the property owner's (applicant's) signature. Providing the requested information will ensure the timely review of your request.

1. **Applicant's Information:** Your name, address, title, daytime telephone and facsimile numbers, and email address.

Name:	Carol E. Lee
Address:	1647 Colquitt Street
	Houston, Texas 77006
Contact:	n/a
Title:	n/a
Telephone No.:	713-523-2294
Facsimile No.:	none
Email Address:	carol3648@gmail.com

2. **Agent (if applicable):** Name, address, daytime telephone and facsimile numbers, and email address of any agent who will represent you in this matter. The agent will be the sole representative and contact for this request. *(To be completed only if you are represented by an agent.)*

Name:	Miguel R. Salomon
Address:	1405 Durham Drive
	Houston, Texas 77007
Contact:	n/a
Telephone No.:	713-298-9489
Facsimile No.:	none
Email Address:	mrsalomon@sbcglobal.net

3. Key Map Location of area of your request (Example: 493X): 492V

4. Council District (Example: District A): District C

5. Description and square footage of requested easement to be abandoned and sold (Example: Water line easement, 20 feet wide by 200 feet long; total of 4,000 square feet):

Please see the clarification and continuation addendum attached hereto.

6. Legal description and address of the property abutting the portion of the easement to be abandoned and sold, by lot and block, including the name of the subdivision. If the property is not located in a platted subdivision, provide the name of the survey and the abstract number (*Example: 123 First Street, Lot 5, Block 3, Western Heights Subdivision or Tracts 1A and 3C, Obedience Smith Survey, a-56*):

Lot Six (6), Block Forty-seven (47), of Meineke Addition, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 476, Page 250 and Volume 855, Page 39, of the Deed Records of Harris County, Texas, commonly known as 1724 Fairview Avenue, Houston, Texas 77006 (the "Property").

7. Statement of intended use and details of the requested easement to be sold:

Please see the clarification and continuation addendum attached hereto.

8. Is there a site plan if the property will be redeveloped? If so, please include a copy of the site plan with this application.

Yes, a copy of the site plan showing, among other things, a proposed easement in favor of the City of Houston, is attached hereto and is marked as Exhibit "B".

9. What is the timeline for proposed redevelopment?

12 to 18 months.

10. What is the timeline to vacate the property if the property is currently occupied?

Not applicable. The Property is presently unoccupied.

11. Description and square footage of any property interest to be conveyed to the City by the applicant (*Example: Sanitary sewer easement, from First Street to Second Street that is 10 feet wide by 50 feet long totaling 500 square feet*):

The location and dimensions of the proposed easement are depicted on the attached site plan, which is marked as Exhibit "B".

12. Other property owners (if applicable):

Name: _____
Address: _____

Contact: _____
Title: _____
Telephone No.: _____
Facsimile No.: _____
Email Address: _____

Signatures


Applicant(s): POA ATTACHED-EX "K" Date: _____

Date: _____
(Print Name)

Other Property Owners (if applicable):

Date: _____

Date: _____
(Print Name)

Agent:  Date: 9-17-18

Miguel R. Salomon Date: _____
(Print Name)

CLARIFICATION & CONTINUATION ADDENDUM TO

CITY OF HOUSTON APPLICATION FOR ABANDONMENT & SALE OF EASEMENT

Clarification:

By this application, Applicant is seeking to have the City of Houston (the "COH") voluntarily and proactively abandon its use of the hereinafter described sewer line in exchange for receiving the hereinafter described easement from Applicant. The COH has required that Applicant use the COH's "Abandonment and Sale of Easement" form of application (the "COH Form") as a condition precedent to considering Applicant's application even though Applicant maintains that no easement (by record or by law) presently exists with regard to the Property at issue. Therefore, Applicant is submitting Applicant's application on the COH Form only for reasons of expediency. Applicant's use of the COH Form shall in no way be considered an acknowledgment or an agreement by Applicant that any easement presently exists with regard to the Property. If the COH will not consider Applicant's application without Applicant actually acknowledging or agreeing that an easement presently exists with regard to the Property, then the COH should notify Applicant and Applicant's Agent of same and further consider Applicant's application to be null and void. Nothing in Applicant's application should be considered a waiver of any right or remedy which Applicant may have or does have with regard to the Property, the sewer line, and/or the COH.

Continuation:

5. Description and square footage of requested easement to be abandoned and sold:

An 8 inch pipe running northwest to southeast through approximately the center of the hereinafter described Property and under the home located thereupon, serving both the Property and several neighboring lots by providing a connection to a COH main sewer line running underneath Fairview Avenue. The location of the sewer line is depicted on an attached survey of the Property, which is marked as Exhibit "A". Per the Clarification set forth above, the sewer line is not supported by any easement of any kind.

7. Statement of intended use and details of the requested easement to be sold:

The presence of the subject sewer line is presently hindering the Applicant's ability to sell the Property for redevelopment. The sewer line is being utilized by both the Property and several neighboring properties, but there is no easement of record which supports the existence, position, or use of the sewer line. Likewise, there is no common law easement which supports the existence, position, or use of the sewer line. No easement for the sewer line can arise or be maintained by implication because the sewer line is not necessary for the neighbors to enjoy their properties, as they can connect to the COH main sewer lines underneath Fairview Avenue and Maryland Street without needing to cross the Property or any other property. See

Hamrick v. Ward, 446 S.W.3d 377, 382 (Tex. 2014). Further, no easement for the sewer line can arise or be maintained by prescription because the owners of the Property throughout the years have at all times utilized the sewer line for their own purposes without any apparent interference by the owners of the neighboring properties or the COH. See *Brooks v. Jones*, 578 S.W.2d 669, 673 (Tex. 1979). All in all, **the Applicant has the lawful right to unilaterally disconnect the sewer line. But, in the interest of maintaining neighborhood harmony and cooperating with the COH, the Applicant hereby seeks to grant the COH a 3 foot wide sewer line easement adjoining the Property's east boundary line in exchange for the COH relocating the subject sewer line to said easement.** The easement proposed by the Applicant would be continuous in nature until that time when all of the neighboring properties presently using the current sewer line are no longer utilizing the easement for connection to the COH main sewer line. The location and dimensions of the proposed easement are depicted on the attached site plan. If this application is approved, Applicant (or Applicant's successor-in-interest) would record the proposed easement. In exchange for recording the proposed easement, the COH would move the subject sewer line into the proposed easement in a timely manner so as to facilitate the redevelopment of the Property. Per the Clarification set forth above, the sewer line is not presently supported by any easement of any kind.

LIST OF ATTACHMENTS

Exhibit "A" - survey of the Property showing the sewer line

Exhibit "B" - site plan for redevelopment of the Property showing the proposed easement to be granted to the COH

Exhibit "C" - Chicago Title Insurance Company commitment for title insurance for the sale of the Property to Sandcastle Homes, Inc.

Exhibit "D" - Volume 476, Page 250 of the Harris County Deed Records, which is a plat for the Property's subdivision

Exhibit "E" - Volume 855, Page 39 of the Harris County Deed Records, which is another plat for the Property's subdivision

Exhibit "F" - Harris County Appraisal District record for the Property

Exhibit "G" - Harris County Appraisal District map facet 5356A which includes the Property

Exhibit "H" - aerial photograph of the Property

Exhibit "I" - photograph of the Property from Fairview Street

Exhibit "J" - photographs of the Property from the back and the area of the proposed easement

Exhibit "K" - Agent's power of attorney for Applicant

A handwritten signature in dark ink, appearing to read "Miguel R. Salomon", written over a horizontal line.

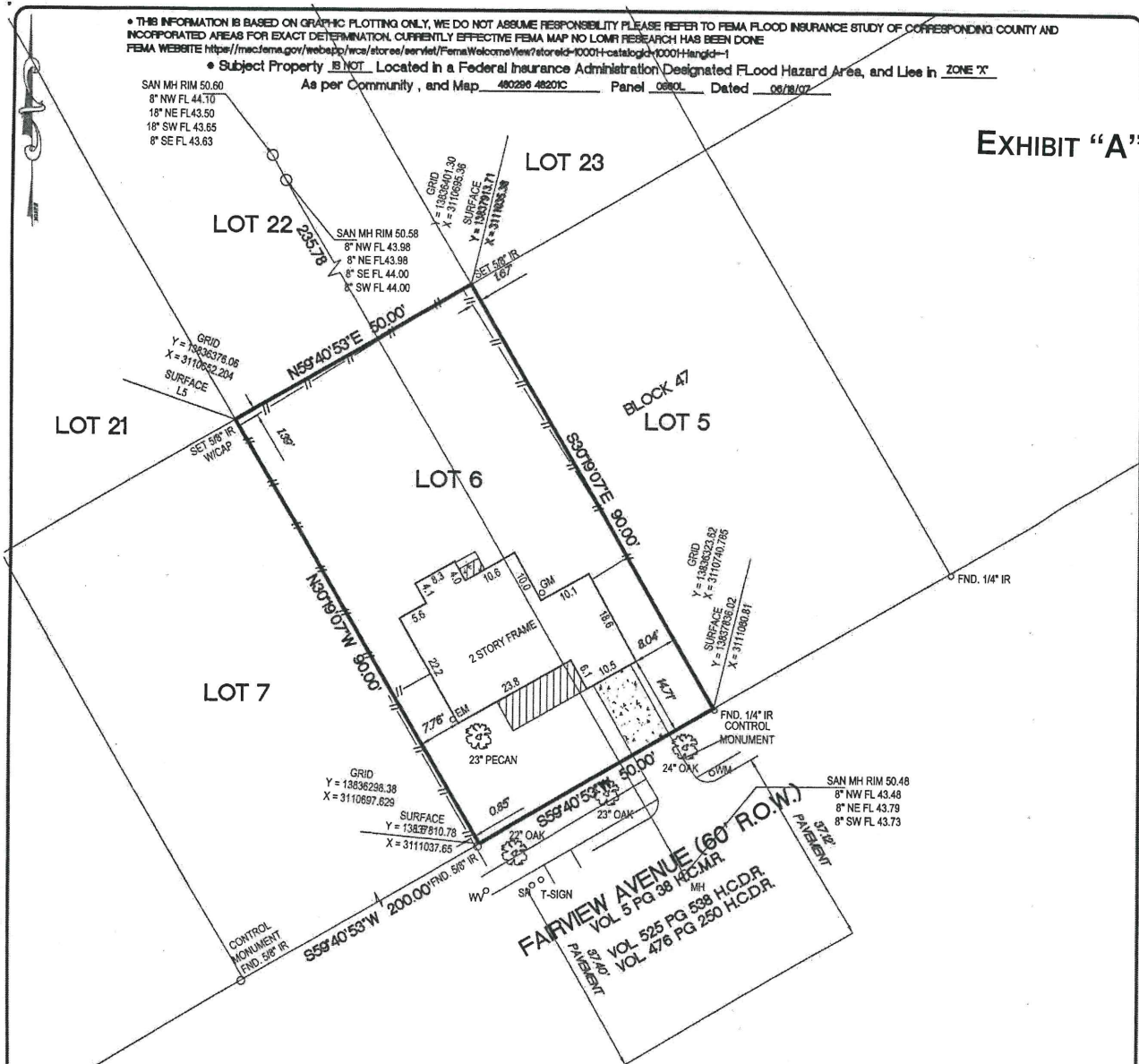
MIGUEL R. SALOMON, as agent and attorney-in-fact for Applicant CAROL E. LEE

• THIS INFORMATION IS BASED ON GRAPHIC PLOTTING ONLY, WE DO NOT ASSUME RESPONSIBILITY PLEASE REFER TO FEMA FLOOD INSURANCE STUDY OF CORRESPONDING COUNTY AND INCORPORATED AREAS FOR EXACT DETERMINATION, CURRENTLY EFFECTIVE FEMA MAP NO LOMR RESEARCH HAS BEEN DONE
FEMA WEBSITE <https://mca.fema.gov/webapp/wcs/stores/serve/FemaWelcomeView?storeId=10001&catalogId=10001&langId=-1>

• Subject Property IS NOT Located in a Federal Insurance Administration Designated Flood Hazard Area, and Lies in ZONE 'X'

As per Community, and Map 480296 48021C Panel 0880L Dated 05/18/07

EXHIBIT "A"



CITY NOTES

- 1.) CURBS, DRIVEWAYS, UTILITY POLES, METERS, FIRE HYDRANTS, STORM SEWER INLETS AND OTHER PHYSICAL FEATURES ON THE TRACT OR IN THE PUBLIC RIGHT OF WAY WITHIN TEN FEET OF THE TRACT; (AS SHOWN)
- 2.) RECORDED EASEMENTS ON THE TRACT; (AS SHOWN)
- 3.) TREES LOCATED WITHIN THE PUBLIC RIGHT OF WAY WITHIN TEN FEET OF THE TRACT OR WITHIN THE BUILDING SET BACK AREA AS THAT TERM IS DEFINED BY ARTICLE V OF CHAPTER 33 OF THIS CODE; (AS SHOWN)
- 4.) ROADWAYS AND SIDEWALKS INCLUDING THE PAVING SECTION WIDTH ON THE TRACT AND IN THE PUBLIC RIGHT OF WAY WITHIN TEN FEET OF THE TRACT; (AS SHOWN)
- 5.) PUBLIC RIGHT OF WAY INCLUDING THE WIDTH ON OR ADJACENT TO THE TRACT; (AS SHOWN)

NOTES

- 1.) SUBJECT TO ANY AND ALL RESTRICTIVE COVENANTS OF RECORD.
 - 2.) PROPERTY SUBJECT TO CITY OF HOUSTON ORDINANCE NO. 85-1878 AS RECORDED IN H.C.C.F.#N-253886, AMENDED IN 1999-262.
 - 3.) PROPERTY SUBJECT TO CITY OF HOUSTON ORDINANCE NO. 89-1312 AS RECORDED IN H.C.C.F.# M-337573
- BASIS OF BEARINGS WERE DERIVED BY RTK GPS OBSERVATIONS BASED ON TEXAS STATE PLANE COORDINATES TEXAS SOUTH CENTRAL ZONE NAD 83 GEOID 03 THE SURFACE COORDINATES SHOWN HEREON CAN BE CONVERTED TO TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD 83) BY APPLYING THE FOLLOWING COMBINED SCALE FACTOR OF 0.99989070514
- SURVEYOR HAS NOT ABSTRACTED SUBJECT PROPERTY.
- ALL BUILDING LINES AND EASEMENTS ARE PER RECORDED PLAT UNLESS OTHERWISE SHOWN.
- THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- SURVEY IS BASED ON TITLE COMMITMENT AS LISTED BELOW (IF NONE SHOWN), WE RECOMMEND GETTING A TITLE REPORT IN ORDER TO SHOW ALL APPLICABLE EASEMENTS AND OR BUILDING LINES, SPECIALLY IN CONSTRUCTION SITUATIONS.

LOT		BLOCK	SUBDIVISION		SECTION
6		47	MEINEKE ADDITION		-
COUNTY	STATE	RECORDED		SURVEY:	OBEDIENCE SMITH SURVEY A-696
HARRIS	TEXAS	VOLUME 855 PAGE 39 H.C.D.R.		ADDRESS	SCALE: 1"=20'
PURCHASER		SANDCASTLE HOMES INC.		1724 FAIRVIEW STREET, HOUSTON TEXAS 77006	

SURVEYOR
MOMENTUM
ENGINEERING+SURVEYING
12651 BRIAR FOREST, SUITE 350
HOUSTON, TEXAS 77077
(TEL) 281-741-1998 (FAX) 281-741-2068
E-MAIL: GPRIDA@MSN.COM
TX. REG. NO. 10109600

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY. THERE WERE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON.

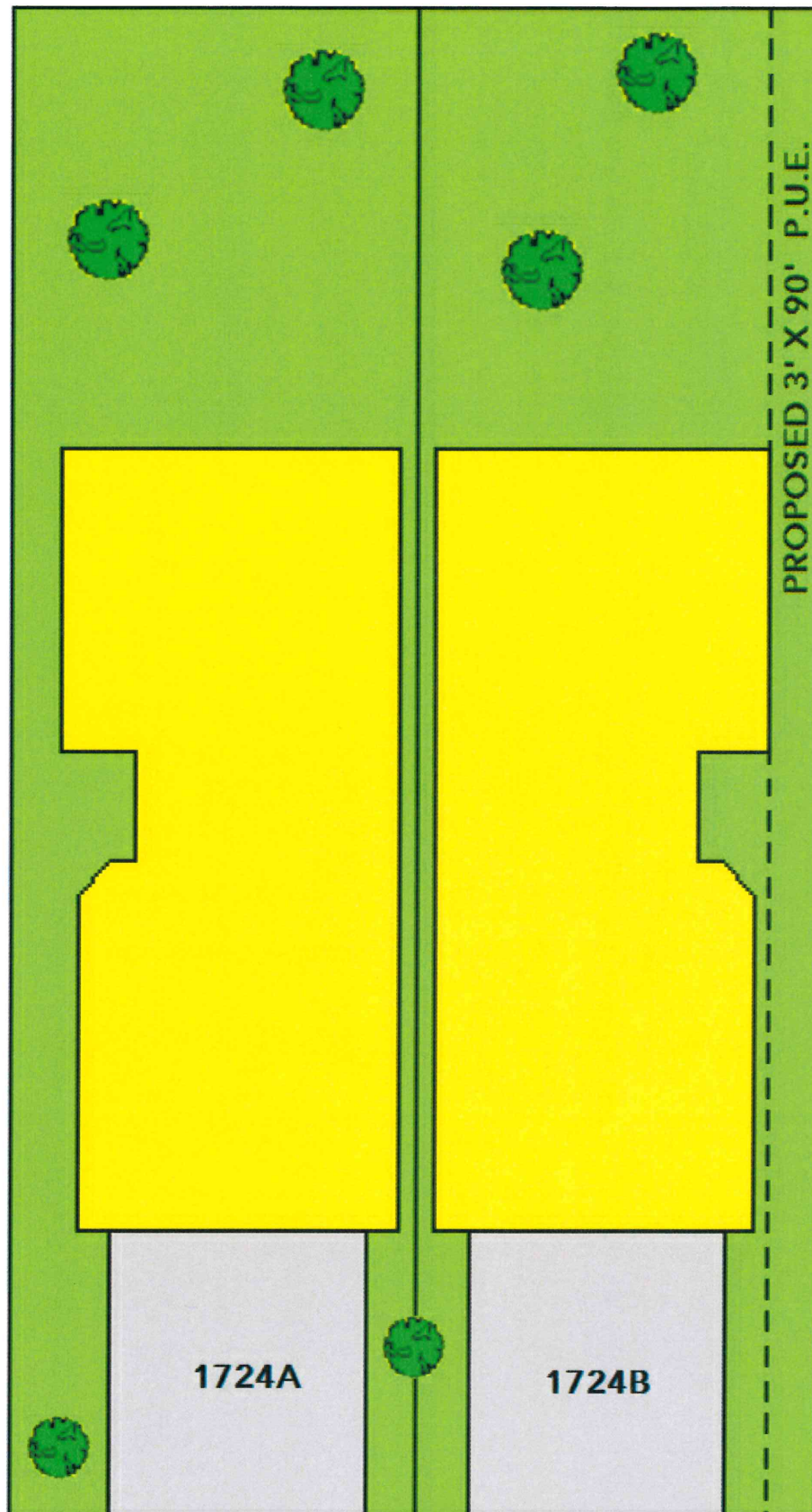
Gilbert Prida
APR 06 2018
GILBERT PRIDA
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5662



DATED	BY
FIELD WORK 04/03/2018	AS/CF
DRAFTING 04/05/2018	GP
KEY MAP 482V	

MORT. CO.
TITLE CO.
G.F. NO.
JOB NO. 18-03019

EXHIBIT "B"



FAIRVIEW STREET

THE LANGUAGE SET FORTH BELOW *MUST* BE INCORPORATED INTO A COVER LETTER AND SUCH COVER LETTER *MUST* BE ATTACHED TO ALL TITLE INSURANCE COMMITMENTS. EXCEPTION: IF THE RECIPIENT IS AN OUT-OF-COUNTY TITLE COMPANY, USE THE OUT-OF-COUNTY TITLE COMPANY COVER LETTER.

Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying, or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complain Center:
<http://www.ic3.gov>

Commitment

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By:

Commitment Number:



Chicago Title Insurance Company

CTT18692070

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.

We (Chicago Title Insurance Company, a Florida corporation) 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.

Chicago Title Insurance Company

By:

President

Issued By:

Chicago Title of Texas, LLC

Jason Ginsburg



Attest:

Secretary

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.

SCHEDULE A

Effective Date: April 22, 2018 at 8:00 AM
Commitment No.: CTT18692070-C

GF No.: CTH-BLF-CTT18692070JG
Issued: April 26, 2018 at 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: \$340,000.00
PROPOSED INSURED: Sandcastle Homes, Inc.

- 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)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- f. OTHER

Policy Amount:
PROPOSED INSURED:

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

Fee Simple

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

Carol Elizabeth Lee

4. Legal description of land:

Lot 6, Block 47, of MEINEKE ADDITION, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in in Volume 476, Page 250 and Volume 855, Page 39, of the Deed Records of Harris County, Texas.

END OF SCHEDULE A

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Commitment No.: CTT18692070

GF No.: CTH-BLF-CTT18692070JG

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 (We must either insert specific recording data or delete this exception):

Item 1, Schedule B is hereby deleted.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured.

(Applies to the Owner Policy only.)
4. Any title 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 or 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 Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2018 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 years. (If Texas Short Form Residential Mortgagee 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 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 Mortgagee 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 Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential

SCHEDULE B
EXCEPTIONS FROM COVERAGE

(continued)

Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee 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 Mortgagee 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's Policy Only)
- b. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to \$ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

- c. Fence Line offset and does not follow property line(s), as shown by survey dated April 5, 2018, prepared by Gilbert Prida, R.P.L.S. No. 5662, Job No. 18-03019. (Owner's Policy Only)

SCHEDULE C

Commitment No.: CTT18692070

GF No.: CTH-BLF-CTT18692070JG

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 Mortgagee 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. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
6. The Company must be furnished with a marital affidavit from each record owner from the date of his/her acquisition of subject property to the present time. The spouse of each record owner must join in any conveyance of subject property.
7. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Sandcastle Homes, Inc.

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

SCHEDULE C

(continued)

8. The name(s) of the purchaser(s)/borrower(s) shown below has been checked for judgment liens protected under the terms of the Federal Debt Collection Act of 1990, and none were found. If the name(s) of the purchaser(s)/borrower(s) as shown herein should change prior to closing, resubmit for additional examination:

Name(s) of Purchaser(s)/Borrower(s): Sandcastle Homes, Inc.

9. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

None found of record.

The last Deed found of record affecting the Land was recorded November 3, 1982 at under Harris County Clerk's File Number(s) H683773, wherein the grantee acquired the subject property.

10. Note –Important Notice

You have the right to have your funds deposited in an interest-bearing account.

If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of \$50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.

As an example, the amount of interest you can earn on a deposit of \$1000.00 for a thirty-day period at an interest rate of 4% is \$3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent's general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).

11. Company has reviewed and approved for area and boundary deletion, as well as issuance of T-19 endorsement (without deletions) survey dated April 5, 2018, prepared by Gilbert Prida, R.P.L.S. No. 5662, Job No. 18-03019

SCHEDULE D

Commitment No.: CTT18692070

GF No.: CTH-BLF-CTT18692070JG

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

1. The issuing Title Insurance Company, **Chicago Title Insurance Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

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

Directors: Raymond Randall Quirk, Anthony John Park, Michael J. Nolan, Theodore L. Kessner, Edson N. Burton, Jr.

Officers: Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer)
2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

Chicago Title of Texas, LLC

 - (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

Owners: FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of **Chicago Title of Texas, LLC**
 - (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.

Owners: FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC
 - (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

Officers/Directors: Raymond Randall Quirk (President), Michael Louis Gravelle (Corporate Secretary), Joseph William Grealish (Executive Vice President), Daniel Kennedy Murphy (Treasurer), John Tannous (President and County Manager), Gayle Brand (President and County Manager), Brian K. Baize (President and County Manager), Carlos E. Valdes (President and County Manager), Robert B. Kuhn (President and County Manager)
 - (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.
 - (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

Owner's Policy	\$	2,205.00
Total	\$	2,205.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 33% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Percent/Amount	To Whom	For Services
52%	Jay S. Ginsburg, P.C.	Closing Services

*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.



Chicago Title of Texas, LLC
3700 Buffalo Speedway, Suite 400
Houston, TX 77098
Phone (713)659-1411

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(Exhibit D in 24 CFR §3500)

Date: April 30, 2018
To: Sandcastle Homes, Inc.
Property: 1724 Fairview Street, Houston, TX 77006

This is to give you notice that Chicago Title of Texas, LLC, a subsidiary of Fidelity National Financial, Inc. has a business relationship with the settlement service providers listed below to which you have been referred. Each of the companies listed below is One-Hundred Percent (100%) owned directly or indirectly by Fidelity National Financial, Inc. Because of this relationship, this referral may provide Chicago Title of Texas, LLC with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the consummation of the transaction involving the above referenced property.

Settlement Service Provider:	Type of Settlement Provided:	Range of Charges:
National TaxNet	Tax Information	\$50 to \$100 including sales tax and \$5 for each additional parcel over 3 parcels

There are frequently other settlement service providers available who offer similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

Acknowledgment

I/We have read this disclosure form and understand that Chicago Title of Texas, LLC is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Sandcastle Homes, Inc.

BY: _____
Miguel R. Salomon

Date



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 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, insure 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.

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 1-800-442-7067 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

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.



Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.



For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



Lots Numbers five (5) and six (6), in block number eleven (11) of the Chew Addition to the City of Houston, Texas, according to the plat of said Chew Addition now of record in Deed Records of Harris County, Texas, to which special reference is here made for a more particular description of the property here conveyed.

To have and to hold the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Louis Hurd and Alice Hurd, their heirs and assigns forever. And I do hereby bind myself my heirs, executors and administrators to warrant and forever defend, all and singular the said premises unto the said Louis Hurd and Alice Hurd, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand at Houston, Texas, this 10th day of May, 1921.

Fred James Alford.

(Stamps Can. \$50)

The State of Texas, County of Harris, Before me E.F. Barnhill, a Notary Public in and for Harris County, Texas, on this day personally appeared Fred James Alford, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, at Houston, Texas, this 10th day of May, A.D. 1921.

E.F. Barnhill, Notary Public, Harris Co. Texas. (seal)

Filed for record May, 10, 1921 at 2.55 o'clock P.M. Recorded May 16, 1921 at 10.35 o'clock A.M.

Albert Townsend Clerk County Court, Harris County, Texas, By J. H. Gentry Deputy

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No. 58324.

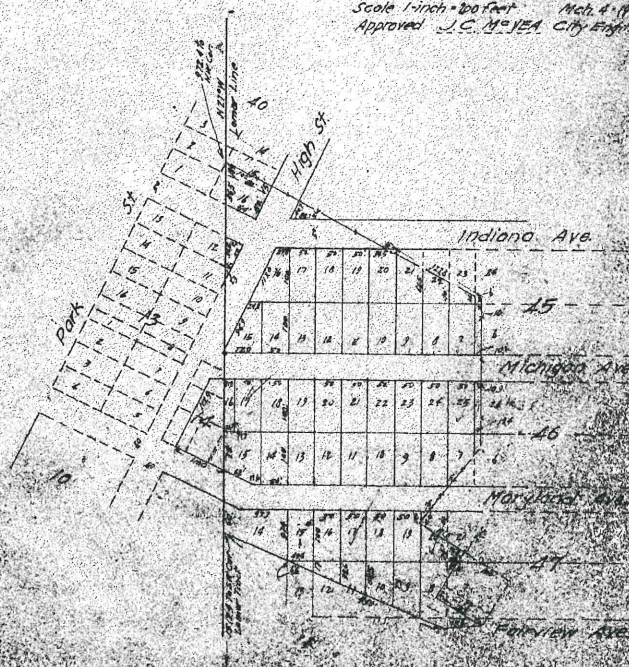
Mrs. Dora Cooper, et al.

To,

Map

MINEKE ADDITION HOUSTON TEX.

Six and two tenths Acres out of
The Lamar Tract, out of the O.S.M.H. 301
Scale 1-inch = 100 feet. Feb. 4, 1921
Approved J.C. McVea City Engineer



Lots Numbers five (5) and six (6), in block number eleven (11) of the Chew Addition to the City of Houston, Texas, According to the plat of said Chew Addition now of record in Deed Records of Harris County, Texas, to which special reference is here made for a more particular description of the property here conveyed.

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Albert Townsend Clerk County Court, Harris County, Texas, By A. H. Gentry Deputy

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No. 58324.

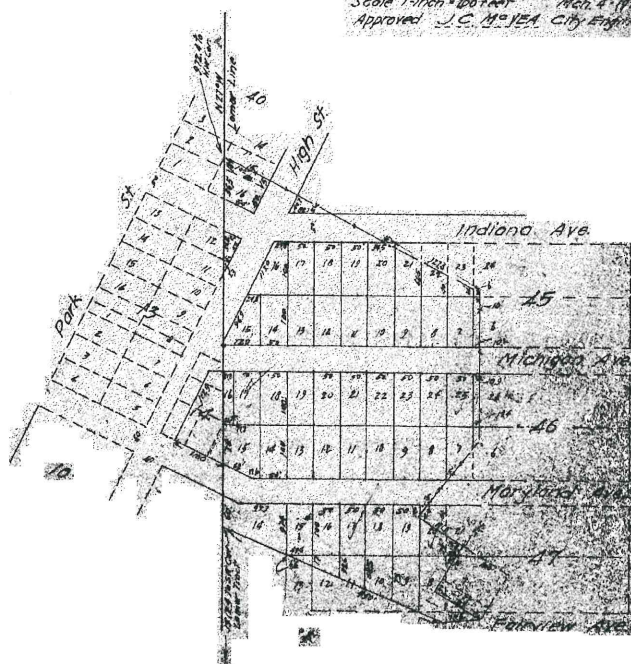
Mrs. Dora Cooper, et al.

To,

Map

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The Lamer Tract, out of the O. S. M. H. R. P.
Scale 1-inch = 100 feet. Mch. 4, 1921
Approved J. C. McJEN CITY ENGINEER



250

Vol- 476-250

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250

Lots Numbers five (5) and six (6), in block number eleven (11) of the Chew Addition to the City of Houston, Texas, According to the plat of said Chew Addition now of record in Deed Records of Harris County, Texas, to which special reference is here made for a more particular description of the property here conveyed.

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E. P. Barnhill, Notary Public, Harris Co. Texas. (seal)

Filed for record May, 10, 1921 at 2.55 o'clock P.M. Recorded May 16, 1921, at 10.35 o'clock A.M.

Albert Townsend Clerk County Court, Harris County, Texas, By S. H. Britton Deputy

00000000000000000000

No. 58324.

Mrs. Dora Correy, et al.

To

Map

MINIPE ADDITION
HOUSTON TEX.

Six and two tenths Acres out of
The Lamer Tract, out of the O. Smith Sur.
Scale 1-inch = 80 feet Mich. 4-1921
Approved J. C. McPHERSON, City Engineer

USE 1/4 INK CONFIGURATION UNDER
67215629R @ 4494

MICHIGANDER
M645/134 0.1148 AC
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16.29/15
Michigan
94-01 0.1148 AC
M489/10

16.31/16
MICHIGAN SECOND
M 511/10 0.1148 AC
04-15-2002 E.P. 1/457

16.27. A 60 C. E.P. 1/457

MICHIGAN STREET TERRACE
M674/158 0.1148 AC
04-09-2015

1755 MICHIGAN
414/43 5-22-97

1753 MICHIGAN
AVENUE
13/70 UR
A 60 C.
E.P.

8-20-2001
MARYLAND
M483/30

TRICONS MICHIGAN ENCLAVE
M659/107 0.1148 AC
11/13/2013

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Vol- 476-250

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Witness my hand at Houston, Texas; this 10th day of May, 1921.

Prod James Alford. (Stamps Can. V.50)

The State of Texas, County of Harris, Before me E.F. Barnhill, a Notary Public in and for Harris County, Texas, on this day personally appeared Prod James Alford, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, at Houston, Texas, this 10th day of May, A.D. 1921.

E.F. Barnhill, Notary Public, Harris Co. Texas. (seal)

Filed for record May, 10, 1921 at 2.56 o'clock P.M. Recorded May 16, 1921, at 10.35 o'clock A.M.

Albert Townsend Clerk County Court, Harris County, Texas, By S. H. Britton Deputy

00000000000000000000

No. 58324.

To

Mrs. Dora Corger, et al.

Map

MINIPE ADDITION
HOUSTON TEX.

Six and two tenths Acres out of
The Lamar Tract, out of the O.S. 4th Sec.
Scale 1-inch = 80 feet Mich. 4-1921
Approved 2-15-1924 City Engineer

USE L-10K CONFIGURATION UNDER
67215824K @ 44944

VISTA AT INDIANA STREET
0.1148 AC 91-10-2067 8664134
0.1148 AC 04/15/2012

INDIANA AVE.

MICHIGAN AVE.

MARYLAND AVE.

FOURVIEW AVE.

MICHIGAN STREET
M551/290 0.1282 AC
02/27/2013

1755 MICHIGAN
414/43 5-22-97

1753 MICHIGAN
AVENUE
13/70 UR

11.29/45
Michigan
94-01.1148 AC
M489/10
11.31/46
MICHIGAN SECOND
M 511/10 0.1148 AC
04-15-2002 E.F./457
11.27. A 60. E.F./457

8-20-2001
MARYLAND
M483/30

22HA063

EXHIBIT "E"

Filed for record Nov. 29, 1930, at 8:20 o'clock A.M. Recorded Dec. 5, 1930, at 2:00 o'clock P.M.

Albert Townsend Clerk County Court, Harris County, Texas. By C. Wright Deputy.

No. 486643.

Minor Stewart, et al.

To

D. B. Cherry, et al.

Deed & Map.

The State of Texas, County of Harris. Know all men by these presents: That whereas, the undersigned D. B. Cherry is the owner of that part of block five (5) Cheeryhurst Addition to the City of Houston Harris County, Texas, per map of said Addition recorded in Book 2, page 43, Harris County Map Records bounded on the South by Fairview Avenue; on the North by Maryland Avenue and bounded on the West by property owned by Minor Stewart in the Cardine 100 x 100 feet tract described in deed from Barnhard Meineke and wife, Minnie Meineke to T. H. Cardine, recorded in Vol. 304, page 301, Harris County Deed Records, and the Erslew one acre tract described in deed from W. E. Hawkins to Wm. Erslew recorded in Vol. 389, page 588, Harris County Deed Records; which said one acre has heretofore been subdivided into Beulah Addition according to map recorded in Vol. 500, page 326, Harris County Deed Records, which said Cardine tract and Beulah Addition is joined on the west by Meineke Addition according to map recorded in Vol. 476, page 250, Harris County Deed Records; and for the purpose of making a more definite and specific description of the property, and that the property owned by Stewart and Cherry hereinabove mentioned respectively may be in harmony with the adjoining property, the said Minor Stewart and D. B. Cherry agree that our property be subdivided as a continuation of block forty-seven (47) said Meineke Addition, and shall be known and designated as lots five (5) six (6) twenty-four (24) and twenty-five (25), block forty-seven (47) Meineke Addition as designated on the map and plat hereto attached, marked "Exhibit A".

In consideration of the premises and for the purpose of partition, the undersigned, D. B. Cherry has granted, sold and conveyed, and by these presents do grant, sell and convey unto Minor Stewart, of Harris County, Texas, that part of lot six (6) in block forty-seven (47) Meineke Addition designated upon the plat hereto attached as lies within the boundary lines of said block five (5) Cheeryhurst Addition and is described by metes and bounds as follows:

Beginning on the North boundary line of Fairview Avenue at a point 150 feet Easterly from the Southwest corner of lot eight (8) block forty-seven (47) Meineke Addition to the City of Houston, in Harris County, Texas, per map recorded in Book 476, page 250, Harris County Deed Records, which point is the Southeast corner of of Lot six (6) in said block; Thence Northerly parallel with the West line of said lot eight (8) to a point on the East line of said Cardine Tract; Thence southwesterly along the East boundary line of said Cardine tract to its intersection with the North boundary line of Fairview Avenue; Thence Easterly along the North boundary line of Fairview Avenue to the place of beginning. The said Stewart already owns the balance of said Lot 6, Block 47, Meineke Addition, which lies in the Cardine tract. This conveyance is intended to place the title in said Stewart to all of

Lot No. 6, in block 47, Meineke Addition according to the plat hereto attached. Also hereby conveying unto said Minor Stewart that part of Lot 24, in said block 47, Meineke Addition as designated on the plat hereto attached, as lies within said block 5, Cheeryhurst addition, which said property now here conveyed by said Cherry to said Stewart is described by metes and bounds as follows:

Beginning at a point in block five (5) of said Cheeryhurst Addition, which point is 90 feet North of Fairview Avenue, and 250 feet East of the Northwest corner of Lot eight (8) Meineke Addition to the City of Houston, in Harris County, Texas, per map recorded in Vol. 476, page 250, Harris County Deed Records, which point would be the common corners of lots 3, 4, 24 and 25, in block 47, Meineke Addition, according to the attached map; Thence Northerly at right angles and parallel with the West boundary line of lot 19, said Meineke Addition to a point where said line would intersect the east boundary line of Beulah Addition, per map recorded in Book 500,

page 326, Harris County, Deed Records; Thence Southwesterly along said East boundary line of Beulah Addition to a point 90 feet Northerly from the North boundary line of Fairview Avenue; same being the dividing line between Lots 4 and 24, block 47, of said Meineke Addition per map hereto attached; Thence Easterly parallel with Fairview Avenue to the place of beginning;

Hereby conveying and intending to convey unto said Minor Stewart that part of Lot 24, in block 47 Meineke Addition as lies within the boundary lines of block five (5) Cherryhurst Addition, per map hereto attached, the said Stewart already owning the balance of said Lot 24. To have and to hold unto said Minor Stewart, his heirs and assigns forever, said lots 6 and 24, block forty-seven (47) Meineke Addition to the City of Houston, Harris County, Texas, per map hereto attached.

In consideration of the premises and for the purpose of exchange of property, the undersigned, Minor Stewart has granted, sold and conveyed, and by these presents do grant, sell and convey unto the said D. B. Cherry, the following property, to-wit: All that certain portion of the Cardine tract and the Beulah Addition as lies within the boundary lines of Lots 4 and 5, and 25, in Block 47, Meineke Addition, per map or plat hereto attached, marked "Exhibit A", and described by metes and bounds as follows: Beginning at the Northeast corner of Lot 6, in block 47, Meineke Addition, which point is 150 feet East of the Northwest corner of Lot 8, in block 47, Meineke Addition, per map recorded in Book 476, page 250, Harris County Deed Records, and 90 feet North of the North boundary line of Fairview Avenue; Thence Easterly and parallel with Fairview Avenue to a point on the East boundary line of Beulah Addition, which point would be on the South Boundary line of Lot 24, and also the North boundary line of Lot 4, in Block 47, Meineke Addition, per map hereto attached; Thence southwesterly along the East boundary line of said Beulah Addition and likewise the East boundary line of the Cardine tract, to a point where said East boundary line of the Cardine tract intersects the East boundary line of said Lot 6, Block 47, Meineke Addition; Thence Northerly along the dividing line between Lots 5 and 6, to the place of beginning. The said Cherry already owns that part of said lots 4 and 5, in block 47, Meineke Addition as lies within block 5, Cherryhurst Addition. This deed conveys and intends to convey unto the said D. B. Cherry that part of lots 4 and 5 on the attached map as lies within the boundary lines of the said Cardine tract and Beulah Addition; also hereby conveying unto the said D. B. Cherry that part of Lot 25, block 47, as lies within Beulah Addition and is described by metes and bounds as follows: Beginning at the Northeast corner of Lot 24, block 47, Meineke Addition, which point is in the South line of Maryland Avenue, 190 feet North of the North boundary line of Fairview Avenue and 300 feet Easterly from the Northwesterly corner of Lot 19, block 47, Meineke Addition, per map recorded in Vol. 476, page 250, Harris County Deed Records; Thence Easterly along the South boundary line of Maryland Avenue to a point where the said South line of said Maryland Avenue intersects with the West Boundary line of said Block 5, Cherryhurst Addition; Thence Southwesterly along the dividing line between Beulah Addition and block 5, Cherryhurst Addition to its intersection with the dividing line between Lots 24 and 25 block 47, Meineke Addition per map hereto attached; Thence Northerly along the dividing line between said lots 24 and 25 to its intersection with the South boundary line of Maryland Avenue, the place of beginning. The said Cherry already owns the balance of said lot 25. This conveyance conveys and intends to convey unto said Cherry that part of said Lot 25 as lies within the boundaries of Beulah Addition. To have and to hold said lots 4, 5 and 25; in block 47, Meineke Addition to the City of Houston, in Harris County, Texas, unto the said D. B. Cherry, his heirs and assigns forever. All of said property lies in the O. Smith Survey, in the City of Houston, Harris County, Texas. Executed at Houston, Texas, on this the 13th day of November, A. D. 1928. Minor Stewart, D. B. Cherry. The State of Texas, County of Harris. Before me, the undersigned, a Notary Public in and for Harris County, Texas, on this day personally appeared D. B. Cherry, known to me to be the person

whose name is subscribed to the foregoing instrument of writing and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

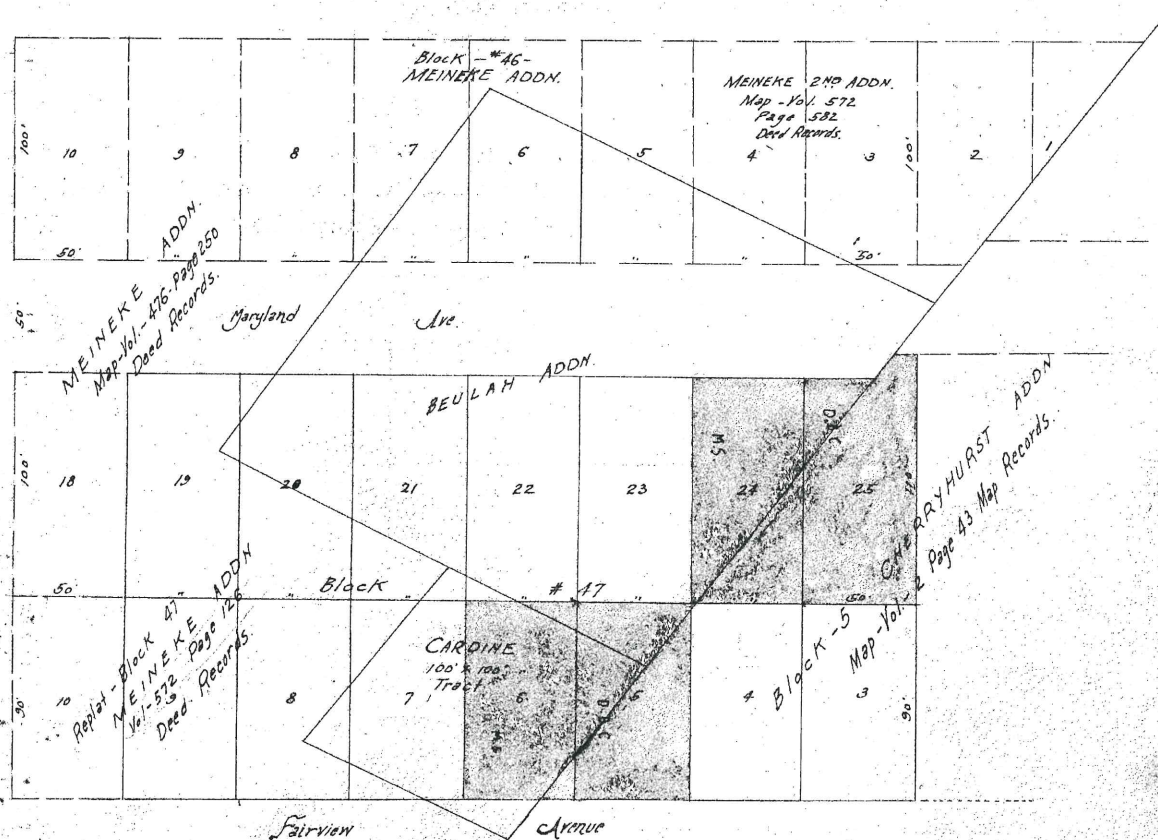
Given under my hand and seal of office at Houston, Texas, on this the 2nd day of December, A.D. 1930.

F. S. Custis, Notary Public, Harris County, Texas. (Seal).

The State of Texas, County of Harris. Before me, the undersigned, a Notary Public in and for Harris County, Texas, on this day personally appeared Minor Stewart, known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Houston, Texas, on this the 2nd day of December, A.D. 1930.

F. S. Custis, Notary Public, Harris County, Texas. (Seal).



Filed for record Dec. 2, 1930, at 4:35 o'clock P.M. Recorded Dec. 8, 1930, at 10:30 o'clock A.M.

Albert Townsend Clerk County Court, Harris County, Texas. By C. Wright Deputy.

No. 488138.

Minor Stewart.

To

Dedication & Map.

State of Texas, County of Harris. I, Minor Stewart, owner of the property subdivided in the above and foregoing map of "Extension of Burke's 3rd Add." do hereby make sub-division of said property according to the lines, streets, lots therein shown and designate said subdivision as "Extension of Burke's 3rd Add." being a part of the Parkers 20 Acres out of the D. Gregg Svy. and in the City of Houston, Harris County, Tex. and dedicate to public use as such the streets shown thereon and hereby waive any claim for damages occasioned by the establishing of grades as approved for the streets, dedicated or occasioned by the alteration of the surface of any portion of the streets to conform

EXHIBIT "F"

HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0513840000006

Tax Year: 2018



Owner and Property Information							
Owner Name & Mailing Address: LEE CAROL E 1724 FAIRVIEW AVE HOUSTON TX 77006-1711				Legal Description: LT 6 BLK 47 MEINEKE SEC 1 Property Address: 1724 FAIRVIEW ST HOUSTON TX 77006			
State Class Code	Land Use Code	Land Area	Total Living Area	Neighborhood	Neighborhood Group	Map Facet	Key Map®
A1 -- Real, Residential, Single-Family	1001 -- Residential Improved	4,500 SF	1,056 SF	8321.05	1625	5356A	492V

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	04/13/2018	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2017 Rate	2018 Rate
None	001	HOUSTON ISD		Certified: 08/10/2018	1.206700	
	040	HARRIS COUNTY		Certified: 08/10/2018	0.418010	
	041	HARRIS CO FLOOD CNTRL		Certified: 08/10/2018	0.028310	
	042	PORT OF HOUSTON AUTHY		Certified: 08/10/2018	0.012560	
	043	HARRIS CO HOSP DIST		Certified: 08/10/2018	0.171100	
	044	HARRIS CO EDUC DEPT		Certified: 08/10/2018	0.005195	
	048	HOU COMMUNITY COLLEGE		Certified: 08/10/2018	0.100263	
	061	CITY OF HOUSTON		Certified: 08/10/2018	0.584210	
	939	HC ID 11		Certified: 08/10/2018	0.000000	

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway.**

Valuations

Value as of January 1, 2017			Value as of January 1, 2018		
	Market	Appraised		Market	Appraised
Land	371,250		Land	371,250	
Improvement	18,750		Improvement	18,750	
Total	390,000	390,000	Total	390,000	390,000

Land

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 -- Res Improved Table Value	SF1	SF	4,500	1.10	1.00	1.00	--	1.10	75.00	82.50	371,250.00

Building

Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	1940	Residential Single Family	Residential 1 Family	Average	1,056 *	Displayed

* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above *attached* garages is included in the square footage living area of the dwelling. Living area above *detached* garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.

Building Details (1)

Building Data	
Element	Detail
Cond / Desir / Util	Fair
Foundation Type	Slab
Grade Adjustment	C-
Heating / AC	None
Physical Condition	Average
Exterior Wall	Frame / Concrete Blk
Cost and Design	Econ Misimprovement
Element	Units
Room: Total	6
Room: Rec	1
Room: Full Bath	1
Room: Bedroom	2

Building Areas	
Description	Area
BASE AREA PRI	528
FRAME GARAGE PRI	180
OPEN FRAME PORCH PRI	80
BASE AREA UPR	528

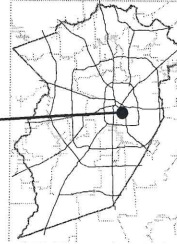
Harris County Appraisal District



PUBLICATION DATE:
12/22/2017

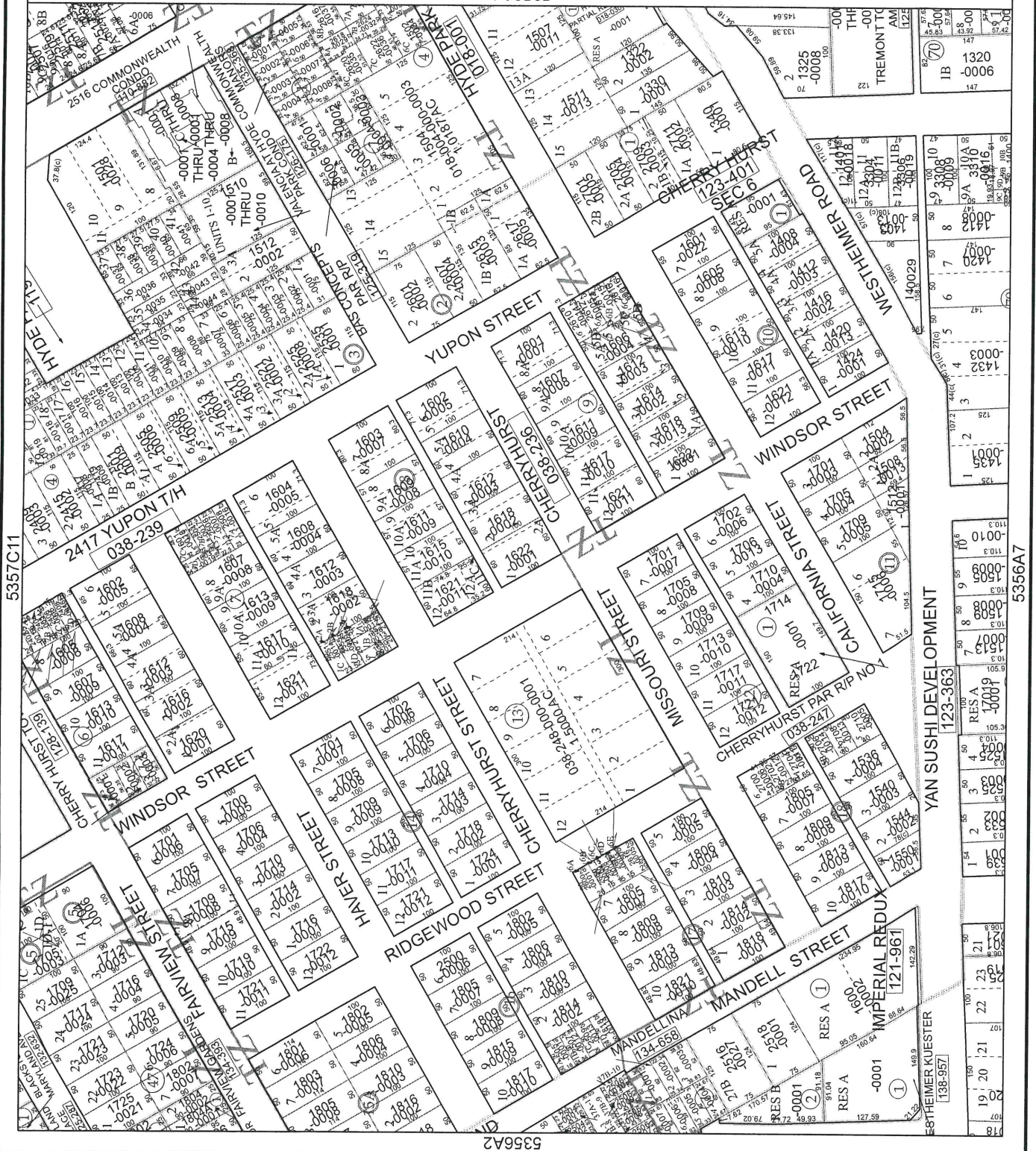
Geospatial or map data maintained by the Harris County Appraisal District is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.

MAP LOCATION



FACET 5356A

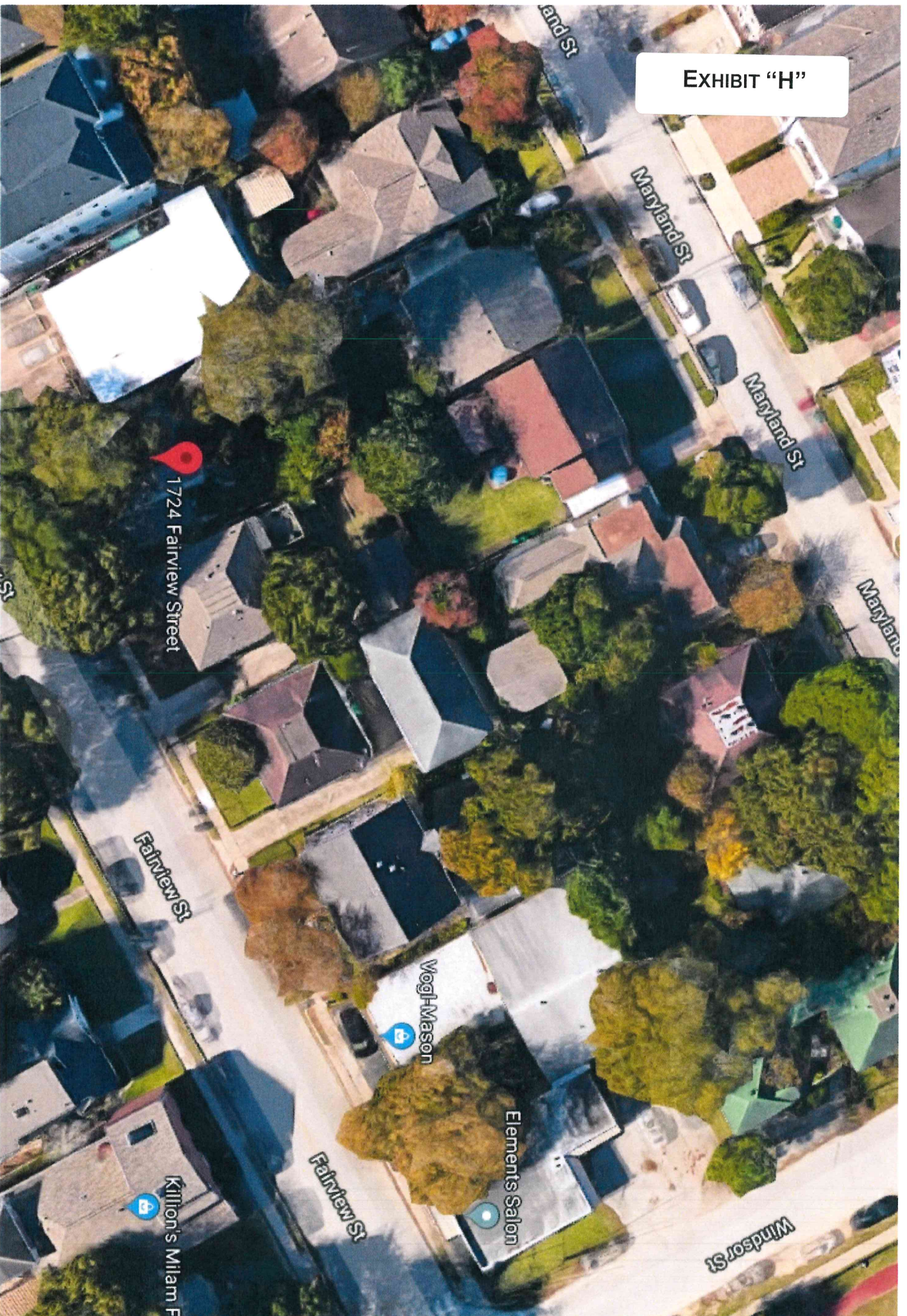
1	2	3	4
5	6	7	8
9	10	11	12



5356A2

5356A7

EXHIBIT "H"



Aerial photograph of Property



View of Property from Fairview Street

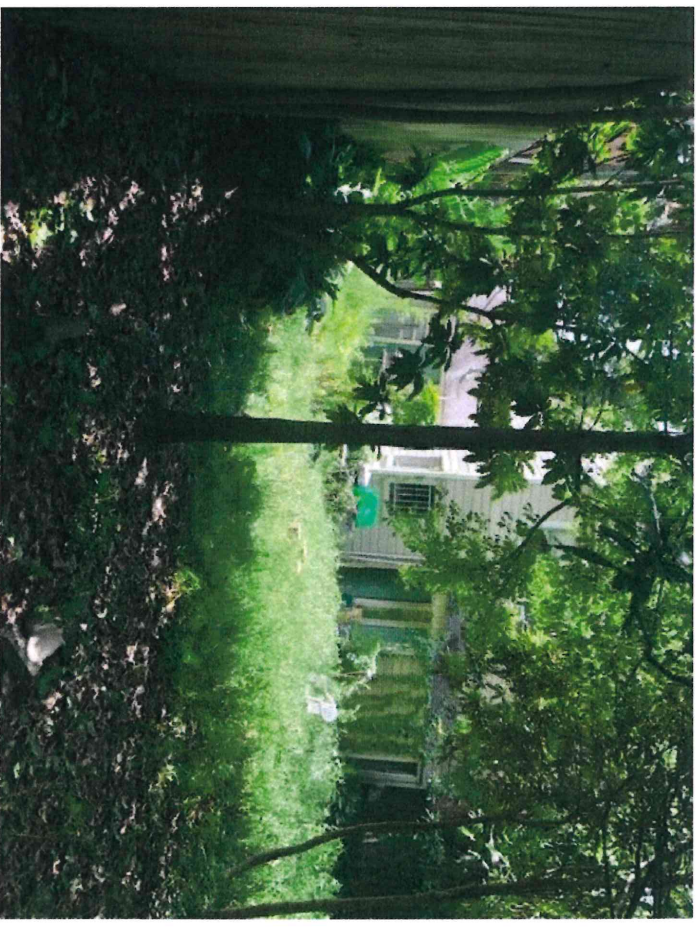
EXHIBIT "J"



View of proposed easement area from front of property (North facing)



Back corner of Property (where sewer line would turn 90 degrees)



View of proposed easement area from back of property (South facing)

SPECIAL DURABLE POWER OF ATTORNEY
FOR REAL ESTATE MATTERS

DATE: May 30, 2018
PRINCIPAL: **CAROL E. LEE**
PRINCIPAL'S MAILING ADDRESS: 1647 Colquitt Street, Houston, Texas 77006
AGENT: **MIGUEL R. SALOMON**
AGENT'S MAILING ADDRESS: 1405 Durham Drive, Houston, Texas 77007
EFFECTIVE DATE: the Date shown above
PROPERTY: Lot Six (6), Block Forty-seven (47), of MEINEKE ADDITION, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 476, Page 250 and Volume 855, Page 39, of the Deed Records of Harris County, Texas, commonly known as 1724 Fairview Avenue, Houston, Texas 77006.

Powers Given with Respect to the Property:

1. Petition or apply to the City of Houston and/or any other government agency or authority (collectively, the "Government") for authorization for or acquiescence to the relocation and/or abandonment of a sewer line presently existing under the Property (the "Sewer Line"), so as to make the Property suitable for the construction of two patio homes upon it.
2. Negotiate one or more non-monetary agreements with the Government regarding the relocation and/or abandonment of the Sewer Line, so as to make the Property suitable for the construction of two patio homes upon it.
3. Indemnify and hold harmless any third party who accepts and acts under this power of attorney.
4. Do everything and sign everything necessary or appropriate to accomplish the powers set out above.

Principal appoints Agent to act for Principal in accordance with the powers given with respect to the Property, and Principal ratifies all acts done pursuant to this appointment. Agent's authority shall begin on the Effective Date and will end on December 1, 2018.

This power of attorney shall not terminate on the subsequent disability or incapacity of Principal.

Carol E. Lee
CAROL E. LEE, Principal

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 30 day of May 2018,
2018, by CAROL E. LEE.

Vanessa B
Notary Public, State of Texas

