 <b>First American Title™</b>	<b>Commitment for Title Insurance (T-7)</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

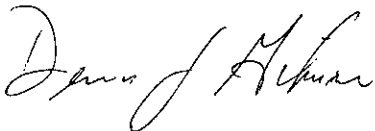
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A** AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We **FIRST AMERICAN TITLE INSURANCE COMPANY** will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

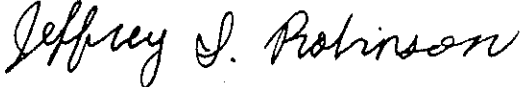
This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

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**First American Title Insurance Company**



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

By:  \_\_\_\_\_  
 Authorized Countersignature

(This Commitment is valid only when Schedules A, B, C, and D are attached)

This jacket was created electronically and constitutes an original document

## 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 enterderlo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 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.

### **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.

**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 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



*First American*

## Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

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

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

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

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

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

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

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

## Who we are

Who is providing this notice?

Independence Title

## What we do

How does Independence Title protect my personal information?

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

How does Independence Title collect my personal information?

We collect your personal information, for example, when you

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

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

Why can't I limit all sharing?

Federal law gives you the right to limit only

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

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

## Definitions

**Affiliates**

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

- *Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.*

**Nonaffiliates**

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

- *Independence Title does not share with nonaffiliates so they can market to you.*

**Joint Marketing**

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

- *Independence Title does not share with nonaffiliated financial companies for joint marketing purposes.*



**First American Title™**

# Important Notice

ISSUED BY

**First American Title Insurance Company**

## **IMPORTANT NOTICE**

*To obtain information or make a complaint:*

*You may call First American Title Insurance Company's toll-free telephone number for information or to make a complaint at:*

**1-888-632-1642**

*You may also write to First American Title Insurance Company at:*

**1 First American Way  
Santa Ana, California 92707**

*You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:*

**1-800-252-3439**

*You may write the Texas Department of Insurance:*

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

## **PREMIUM OR CLAIM DISPUTES:**

*Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.*

## **ATTACH THIS NOTICE TO YOUR POLICY:**

*This notice is for information only and does not become a part or condition of the attached document.*

## **AVISO IMPORTANTE**

*Para obtener informacion o para someter una queja:*

*Usted puede llamar al numero de telefono gratis de First American Title Insurance Company's para informacion o para someter una queja al:*

**1-888-632-1642**

*Usted tambien puede escribir a First American Title Insurance Company:*

**1 First American Way  
Santa Ana, California 92707**

*Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:*

**1-800-252-3439**

*Puede escribir al Departamento de Seguros de Texas:*

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

## **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

*Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).*

## **UNA ESTE AVISO A SU POLIZA:**

*Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.*



# Introducing...Your Title Commitment

## The ABC's of a Title Commitment

Thank you again for working with Independence Title Company on your transaction. Enclosed is your Commitment for Title Insurance. This document is our commitment to insure your transaction and issue a title policy if conditions described in schedule C are met.

Below is a general guide to reading the title commitment. Please contact your escrow officer with any questions about your specific transaction.

### Schedule

# A

## "Actual Facts"

"A" is for "Actual Facts." In other words, this is the "Who, What, Where and How Much" of the transaction. You'll see the names of the seller and buyer, a description of the property, the sales price, and the name of the lender, if any.

### Schedule

# B

## "Buyer Notification"

"B" is for "Buyer Notification" of items in which other parties have some interest or control of the use of property. An example would be a utility easement, where the city would have a part of the land reserved for their use, or a building setback requirement that prevents the homeowner from building within a certain distance from the front, side or back of the property. These items are not covered by the title policy.

### Schedule

# C

## "Clear to Close"

"C" is for "Clear in order to Close." These items must be resolved in order to transfer title to the new owner. This might include such things as a mortgage to be paid off, home improvement liens, unpaid taxes, or a requirement that another person - such as an heir or a former spouse - participate in the sale of the property. All items shown on Schedule C must be resolved before or at the closing.

### Schedule

# D

## "Disclosure"

"D" is for "Disclosure." This last section outlines all parties who will share any part of the insurance premium, including underwriters, title agents and attorneys.



Independence Title

Explore

[www.independencetitle.com](http://www.independencetitle.com)

We live here, work here, invest here. — We are locally owned and operated in the heart of Texas.

**COMMITMENT FOR TITLE INSURANCE T-7**

**ISSUED BY**

*FIRST AMERICAN TITLE INSURANCE COMPANY*

**SCHEDULE A**

Effective Date: **August 27, 2018, 08:00 am**

GF No. **1826844-VLHF**

Commitment No. \_\_\_\_\_, issued **September 4, 2018, 08:00 am**

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED:
  - 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: **\$76,445,000.00**  
PROPOSED INSURED: **Holliday Fenoglio Fowler, L.P. and/or the Federal Home Loan Mortgage Corporation, and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.**
- Proposed Borrower: **Village at Piney Point, LLC, a Delaware limited liability company**
- 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:  
**Village at Piney Point, LLC, a Delaware limited liability company**

4. Legal description of land:

**TRACT 1:**

**3.071 ACRES OF LAND LOCATED IN THE JOHN TAYLOR LEAGUE, ABSTRACT NUMBER 72, CITY OF HOUSTON, HARRIS COUNTY, TEXAS, AND BEING ALL OF "TRACT 1" OF WEST POINT, SECTION 1, AS RECORDED IN VOLUME 156, PAGE 42, HARRIS COUNTY MAP RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING AT A FOUND "X" MARKING THE NORTHWEST CORNER OF SAID "TRACT 1" AND BEING IN THE EASTERLY RIGHT-OF-WAY LINE OF LAZY HOLLOW DRIVE (60-FOOT WIDTH) AS RECORDED IN VOLUME 153, PAGE 50, HARRIS COUNTY MAP RECORDS;**

**THENCE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 422.16 FEET TO A 5/8-INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET;**

**THENCE, SOUTH 00 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 317.00 FEET TO A SET 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING;**

**THENCE, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 421.79 FEET TO A SET "X";**

**THENCE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 317.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.071 ACRES (133,776 SQUARE FEET) OF LAND.**

**TRACT 2:**

**3.068 ACRES OF LAND LOCATED IN THE JOHN TAYLOR LEAGUE, ABSTRACT NUMBER 72, CITY OF HOUSTON, HARRIS COUNTY, TEXAS, AND BEING ALL OF "TRACT 2" OF WEST POINT, SECTION 1, AS RECORDED IN VOLUME 156, PAGE 42, HARRIS COUNTY MAP RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING AT A FOUND "X" MARKING THE NORTHWEST CORNER OF SAID "TRACT 1" OF SAID WEST POINT, SECTION 1, AND FURTHER BEING IN THE EASTERLY RIGHT -OF-WAY LINE OF LAZY HOLLOW DRIVE (60-FOOT WIDTH), AS RECORDED IN VOLUME 153, PAGE 50, HARRIS COUNTY MAP RECORDS;**

**THENCE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 317.00 FEET, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID LAZY HOLLOW DRIVE TO A SET "X" FOR THE POINT OF BEGINNING;**

**THENCE, EAST, A DISTANCE OF 421.79 FEET TO A SET 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING;**

**THENCE, SOUTH 00 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 317.00 FEET TO A SET 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING;**

**THENCE, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 421.42 FEET TO A FOUND NAIL;**

**THENCE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 317.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.068 ACRES (133,652 SQUARE FEET) OF LAND.**

**TRACT 3:**

**3.064 ACRES OF LAND LOCATED IN THE JOHN TAYLOR LEAGUE, ABSTRACT NUMBER 72, CITY OF HOUSTON, HARRIS COUNTY, TEXAS, AND BEING ALL OF "TRACT 3" OF WEST POINT, SECTION I, AS RECORDED IN VOLUME 156, PAGE 42, HARRIS COUNTY MAP RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING AT A SET 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING MARKING THE SOUTHWEST CORNER OF SAID WEST POINT, SECTION 1;**

**THENCE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 317.00 FEET TO A FOUND 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING;**

**THENCE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 421.09 FEET TO A FOUND "X";**

**THENCE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 317.00 FEET TO A FOUND NAIL IN SHINER;**

**THENCE, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 421.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.064 ACRES (133,486 SQUARE FEET) OF LAND.**

**TRACT 4:**

**3.064 ACRES OF LAND LOCATED IN THE JOHN TAYLOR LEAGUE, ABSTRACT NUMBER 72, CITY OF HOUSTON, HARRIS COUNTY, TEXAS, AND BEING ALL OF "TRACT 4" OF WEST POINT, SECTION I, AS RECORDED IN VOLUME 156, PAGE 42, HARRIS COUNTY MAP RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING AT A FOUND "X" MARKING THE NORTHEAST CORNER OF SAID "TRACT 4" AND BEING IN THE WESTERLY RIGHT -OF-WAY LINE OF LAZY HOLLOW DRIVE (60-FOOT WIDTH), AS RECORDED IN VOLUME 153, PAGE 50, HARRIS COUNTY MAP RECORDS;**

**THENCE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 317 .00 FEET TO A SET "X";**

**THENCE, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 421.09 FEET TO A SET 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING;**

**THENCE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 317.00 FEET TO A SET 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING;**

**THENCE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 421.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.064 ACRES (133,486 SQUARE FEET) OF LAND.**

**TRACT 5:**

**3.044 ACRES OF LAND LOCATED IN THE JOHN TAYLOR LEAGUE, ABSTRACT NUMBER 72, HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING AT AN "X" FOUND FOR THE INTERSECTION OF THE WEST RIGHT -OF WAY LINE OF LAZY HOLLOW DRIVE (60-FOOT WIDTH) AS RECORDED IN VOLUME 153, PAGE 50, HARRIS COUNTY MAP RECORDS, WITH THE NORTHERLY LINE OF WEST POINT, SECTION I, AS RECORDED IN**

**VOLUME 156, PAGE 42, HARRIS COUNTY MAP RECORDS:**

**THENCE, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 421.09 FEET, ALONG THE SAID NORTHERLY LINE OF WEST POINT, SECTION I, TO A SET 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING;**

**THENCE, NORTH, A DISTANCE OF 287.67 FEET TO A SET 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING IN THE SOUTHERLY RIGHT -OF-WAY LINE OF WOODWAY DRIVE (60-FOOT WIDTH) AS RECORDED IN VOLUME 153, PAGE 50, HARRIS COUNTY MAP RECORDS;**

**THENCE, ALONG THE SOUTHERLY RIGHT -OF-WAY LINE OF SAID WOODWAY DRIVE AND THE WESTERLY RIGHT -OF-WAY LINE OF SAID LAZY HOLLOW DRIVE THE FOLLOWING COURSES:**

**NORTHEASTERLY ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 964.58 FEET, A CENTRAL ANGLE OF 23 DEGREES 05 MINUTES 56 SECONDS AND AN ARC DISTANCE OF 388.87 FEET TO A FOUND 5/8 INCH IRON ROD;**

**SOUTH 70 DEGREES 28 MINUTES 30 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A SET 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING FOR POINT OF CURVATURE;**

**SOUTHEASTERLY, ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 301.79 FEET, A CENTRAL ANGLE OF 25 DEGREES 28 MINUTES 30 SECONDS AND AN ARC DISTANCE OF 134.18 FEET TO A SET "X" FOR POINT OF TANGENCY;**

**SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 230.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.044 ACRES (132,609 SQUARE FEET) OF LAND.**

**TRACT 6:**

**4.8343 ACRES OF LAND LOCATED IN THE JOHN TAYLOR LEAGUE, ABSTRACT NUMBER 72, HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING AT AN "X" FOUND FOR THE INTERSECTION OF THE NORTHERLY LINE OF WEST POINT, SECTION I, AS RECORDED IN VOLUME 156, PAGE 42, HARRIS COUNTY MAP RECORDS WITH THE EAST RIGHT -OF-WAY LINE OF LAZY HOLLOW DRIVE ( 60-FOOT WIDTH) AS RECORDED IN VOLUME 153, PAGE 50, HARRIS COUNTY MAP RECORDS;**

**THENCE, ALONG THE EAST RIGHT -OF-WAY LINE OF SAID LAZY HOLLOW DRIVE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WOODWAY DRIVE (60-FOOT WIDTH) AS RECORDED IN VOLUME 153, PAGE 50, HARRIS COUNTY MAP RECORDS;**

**NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 230.47 FEET TO AN "X" SET FOR POINT-OF-CURVATURE;**

**NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 361.79 FEET, A CENTRAL ANGLE OF 25 DEGREES 28 MINUTES 30 SECONDS AND AN ARC OF LENGTH OF 160.86 FEET TO A FOUND "X"; NORTH 19 DEGREES 31 MINUTES 30 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A FOUND "X";**

**NORTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 964.58 FEET, A CENTRAL ANGLE OF 02 DEGREES 05 MINUTES 15 SECONDS AND AN ARC LENGTH OF 35.14 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE POINT-OF-REVERSE-CURVATURE;**

NORTHEASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 844.58 FEET, A CENTRAL ANGLE OF 30 DEGREES 00 MINUTES 14 SECONDS AND AN ARC LENGTH OF 442.28 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET;

THENCE, SOUTH 00 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 529.10 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE NORTHEAST CORNER OF SAID WEST POINT, SECTION 1;

THENCE, SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID WEST POINT, SECTION 1, A DISTANCE OF 422.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.8343 ACRES (210,583 SQUARE FEET) OF LAND.

**TRACT 7:**

2.827 ACRES OF LAND LOCATED IN THE JOHN TAYLOR LEAGUE, ABSTRACT NUMBER 72, HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN "X" SET MARKING THE MOST SOUTHERLY END OF A CUTBACK CORNER AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF LAZY HOLLOW DRIVE (60-FOOT WIDTH), AS RECORDED IN VOLUME 153, PAGE 50, HARRIS COUNTY MAP RECORDS, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WESTHEIMER ROAD (120-FOOT WIDTH);

THENCE, SOUTH 89 DEGREES 27 MINUTES 30 SECONDS, WEST, A DISTANCE OF 411.11 FEET, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WESTHEIMER ROAD, TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING FOR CORNER;

THENCE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 294.53 FEET, PARALLEL WITH SAID LAZY HOLLOW DRIVE, TO A 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING SET FOR THE SOUTHWEST CORNER OF WEST POINT, SECTION 1, AS RECORDED IN VOLUME 156, PAGE 42, HARRIS COUNTY MAP RECORDS;

THENCE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 421.09 FEET ALONG THE SOUTHERLY LINE OF SAID WEST POINT, SECTION 1, TO A NAIL FOUND IN THE WEST RIGHT -OF-WAY LINE OF SAID LAZY HOLLOW DRIVE;

THENCE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST RIGHT -OF-WAY LINE OF SAID LAZY HOLLOW DRIVE A DISTANCE OF 280.55 FEET TO AN "X" SET FOR THE NORTHERLY CUTBACK RIGHT-OF-WAY CORNER OF THE NORTHWESTERLY INTERSECTION OF LAZY HOLLOW DRIVE WITH SAID WESTHEIMER ROAD;

THENCE, SOUTH 44 DEGREES 43 MINUTES 50 SECONDS WEST, ALONG SAID CUTBACK RIGHT-OF-WAY LINE A DISTANCE OF 14.21 FEET TO A POINT OF BEGINNING AND CONTAINING 2.827 ACRES (123,139 SQUARE FEET) OF LAND.

**TRACT 8:**

2.784 ACRES OF LAND LOCATED IN THE JOHN TAYLOR LEAGUE, ABSTRACT NUMBER 72, HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND FOR THE INTERSECTION OF THE EAST RIGHT -OF-WAY LINE OF

**LAZY HOLLOW DRIVE (60-FOOT WIDTH) AS RECORDED IN VOLUME 153, PAGE 50, HARRIS COUNTY MAP RECORDS WITH THE SOUTHERLY LINE OF WEST POINT, SECTION 1, AS RECORDED IN VOLUME 156, PAGE 42, HARRIS COUNTY MAP RECORDS;**

**THENCE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTHERLY LINE OF WEST POINT, SECTION 1, A DISTANCE OF 421.42 FEET TO A SET 5/8 INCH CAPPED IRON ROD STAMPED SOUTH TEXAS SURVEYING;**

**THENCE, SOUTH 00 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 286.00 FEET TO A 5/8 INCH IRON ROD FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF WESTHEIMER ROAD (120-FOOT WIDTH);**

**THENCE, SOUTH 89 DEGREES 27 MINUTES 30 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 411.11 FEET TO AN "X" SET FOR THE EASTERLY CUTBACK RIGHT-OF-WAY CORNER OF THE NORTHEASTERLY INTERSECTION CORNER OF SAID WESTHEIMER ROAD WITH SAID LAZY HOLLOW DRIVE;**

**THENCE, NORTH 45 DEGREES 16 MINUTES 20 SECONDS WEST, ALONG SAID CUTBACK RIGHT-OF-WAY LINE, A DISTANCE OF 14.08 FEET TO AN "X" SET FOR THE NORTH END OF SAID CUTBACK IN THE EASTERLY RIGHT -OF-WAY LINE OF SAID LAZY HOLLOW DRIVE;**

**THENCE, NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 279.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.784 ACRES (121,268 SQUARE FEET) OF LAND.**

**TRACT 9:**

**4.4226 ACRES BEING UNRESTRICTED RESERVE "A", BLOCK 1 OF CREEKSIDE APARTMENTS, REPLAT NO. 3, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO A MAP OR PLAT THEREOF UNDER HARRIS COUNTY FILM CODE NO. 669224 OF THE MAP RECORDS OF HARRIS 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. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

**As to Tracts 1 - 8: Item 1, Schedule B is hereby deleted.**

**Tract 9: Film Code No. 669224, Map Records, Harris County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **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 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 tenants in possession, as tenants only, under prior unrecorded residential leases.**
- b. **Utility easement 10 feet in width along the east property line(s), as shown by the Plat(s) recorded in Volume 153, Page 50 and Volume 156, Page 42 of the Map Records of Harris County, Texas; as affected by: Permission to Build Over City Easement recorded in Volume 8046, Page 305, consent as provided in File No. D490933, Permission to Build Over City Easement recorded in Volume 7627, Page 47, and Consent to Encroachment by Houston Lighting & Power Company recorded in Volume 8028, Page 115 of the Deed Records of Harris County, Texas. (TRACTS 1, 2, 6 AND 8 only).**
- c. **Utility easement and building setback 10 feet in width along the west property line(s), as shown by the Plat(s) recorded in Volume 153, Page 50 of the Map Records of Harris County, Texas; 10 foot utility easement as shown by the plat recorded in Volume 156, Page 42 of the Map Records of Harris County, Texas, as affected by Consent by Houston Lighting & Power Company recorded under File No. D490933 of the Official Records of Harris County, Texas (TRACTS 1, 2, 6 AND 8 only).**
- d. **Building setback 20 feet in width along the west property line(s), as shown by the Plat(s) recorded in Volume 156, Page 42 of the Map Records of Harris County, Texas. (TRACTS 1 AND 2 only)**
- e. **Private street 28 feet in width along the north, south, east and west property line(s), as shown by the Plat(s) recorded in Volume 156, Page 42 of the Map Records of Harris County, Texas. (TRACTS 1, 2, 3 AND 4 only)**
- f. **H.L. & P. easement 10 feet in width along (5' A.E. ) as shown on survey dated July 6 2018, prepared by Robert A. Marlow, R.P.L.S. No. 4218. (TRACTS 1 AND 4)**
- g. **Unobstructed aerial easements for distribution lines granted to Houston Lighting & Power Company, by instrument dated April 21, 1969, recorded in Volume 7613, Page 277 of the Deed Records of Harris County, Texas. (TRACTS 1 THROUGH 8 only)**
- h. **The terms, conditions and stipulations of that certain Lease Agreement dated November 19, 1999, as evidenced by Memorandum recorded under Harris County Clerk's File No. U166948, executed by and between Farb Investments West Point, Ltd., as Lessor and Wash-0-Matic, Inc., as Lessee; as affected by First Amendment to Memorandum of Lease recorded under Harris County Clerk's File No. W306341; by Amended and Restated First Amendment to Memorandum of Lease recorded under Harris County Clerk's File No. W911641; by Lease Agreement with Coinmach, successor to Wash-0-Matic, Inc., as evidenced by Memorandum of Lease recorded under Harris County Clerk's File No. X725605. (TRACTS 1, 2, 6 AND 8 only)**
- i. **Water line easement 10 feet in width along the north property line(s), as shown by the Plat(s) recorded in Volume 156, Page 42 of the Map Records of Harris County, Texas; and as granted to**

the City of Houston, by instrument dated October 28, 1968, recorded in Volume 7436, Page 38 of the Deed Records of Harris County, Texas. (TRACTS 2 AND 3 only)

- j. Utility easement 10 feet in width along the west property line(s), as shown by the Plat(s) recorded in Volume 153, Page 50 and Volume 156, Page 42 of the Map Records of Harris County, Texas; as affected by: Permission to Build Over City Easement recorded in Volume 8046, Page 305, consent as provided in File No. D490933, Permission to Build Over City Easement recorded in Volume 7627, Page 47, and Consent to Encroachment by Houston Lighting & Power Company recorded in Volume 8028, Page 115 of the Deed Records of Harris County, Texas. (TRACTS 3, 4, 5 AND 7 only)
- k. Utility easement and building setback 10 feet in width along the east property line(s), as shown by the Plat(s) recorded in Volume 153, Page 50 of the Map Records of Harris County, Texas; 10-foot utility easement as shown by the plat recorded in Volume 156, Page 42 of the Map Records of Harris County, Texas, as affected by Consent by Houston Lighting & Power Company recorded under File No. D490933 of the Official Records of Harris County, Texas. (TRACTS 3, 4, 5 AND 7 only)
- l. Building setback 20 feet in width along the east property line(s), as shown by the Plat(s) recorded in Volume 156, Page 42 of the Map Records of Harris County, Texas. (TRACTS 3 AND 4 only)
- m. The terms, conditions and stipulations of that certain Lease Agreement dated November 19, 1999, as evidenced by Memorandum recorded under Harris County Clerk's File No. U166949, executed by and between Farb Investments West Point, Ltd., as Lessor and Coinmach, successor to Wash-O-Matic, Inc., as Lessee; as affected by First Amendment to Memorandum of Lease recorded under Harris County Clerk's File No. W306341; by Amended and Restated First Amendment to Memorandum of Lease recorded under Harris County Clerk's File No. W911641. (TRACTS 3, 4, 5 AND 7 only)
- n. Building setback 10 feet in width along the north property line(s), as shown by the Plat(s) recorded in Volume 153, Page 50 of the Map Records of Harris County, Texas. (TRACT 5 only)
- o. Utility easement and building setback 10 feet in width along the north property line(s), as shown by the Plat(s) recorded in Volume 153, Page 50 of the Map Records of Harris County, Texas. (TRACT 6 only)
- p. Building setback 10 feet in width along the south property line(s), as shown by the Plat(s) recorded in Volume 153, Page 50 of the Map Records of Harris County, Texas. (TRACTS 7 AND 8 only)
- q. Water line easement 10 feet in width across subject property, as shown by the Plat(s) recorded in Volume 179, Page 84, Volume 297, Page 1 AND Film Code 669224 of the Map Records of Harris County, Texas, and by Instrument recorded under Harris County clerk's File No. E351919, as affected by instrument recorded under Harris County Clerk's File No. D424216. (TRACT 9 only)
- r. Building setback 10 feet in width along the Woodway Drive (south) property line(s), as shown by the Plat(s) recorded in Volume 179, Page 84, Volume 297, Page 1 of the Map Records of Harris County, Texas. (TRACT 9 only)
- s. The terms, conditions and stipulations of that certain Lease Agreement dated November 19, 1999,

as evidenced by Memorandum recorded under Harris County Clerk's File No. U166942, executed by and between Farb Investments West Point, Ltd., as Lessor and Wash-O-Matic, Inc., as Lessee; as affected by First Amendment to Memorandum of Lease recorded under Harris County Clerk's File No. W306341; by Amended and Restated First Amendment to Memorandum of Lease recorded under Harris County Clerk's File No. W911641; by Lease Agreement with Coinmach, successor to Wash-O-Matic, Inc., as evidenced by Memorandum of Lease recorded under Harris County Clerk's File No. X725604. (TRACT 9 only) As affected by unrecorded Partial Termination and Release of Laundry Lease.

- t. Electric Aerial Easement executed by Village at Piney Point, LLC to CenterPoint Energy Houston Electric, LLC, dated March 15, 2016, filed March 30, 2016, recorded in/under Clerk's File No. RP-2016-129008, Real Property Records, Harris County, Texas. (TRACT 9 only)
- u. Easement executed by Village at Piney Point, LLC to Comcast of Houston, LLC, dated January 29, 2016, filed March 7, 2016, recorded in/under Clerk's File No. RP-2016-93078, Real Property Records, Harris County, Texas. (ALL TRACTS)
- v. All, leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

## 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. Deed of Trust to secure a Note:**

**Recorded:** 2017-363357, Official Public Records, Harris County, Texas  
**Grantor:** Village at Piney Point, LLC, a limited liability company  
**Trustee:** Dawn Enoch Moore  
**Beneficiary:** Holliday Fenoglio Fowler, L.P., a limited partnership  
**Amount:** \$72,200,000.00  
**Dated:** 8/11/2017

Said lien having been assigned to CitiBank, N.A., as Trustee of the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2017-KF41 by Assignment:

**Recorded:** 2018-1113, Official Public Records, Harris County, Texas.  
**Dated:** 12/28/2018

**6. Mechanic's and Materialman's Affidavit and Claim of Lien:**

**Recorded:** 2017-408046, Official Public Records, Harris County, Texas.  
**Claimant:** Fort Bend Mechanical & Construction, LLC  
**Amount:** \$32,535.00  
**Recorded:** 9/15/2017

- 7. NOTE:** Village at Piney Point, LLC, a Delaware limited liability company, is managed by Nitya Capital, LLC. In regards to Nitya Capital, LLC, Swapnil Agarwal is authorized to sign as President for proposed transaction.

- 8. NOTE TO ESCROW:** Please collect for One (1) additional chains of title pursuant to Rate Rule R-9.

- 9. NOTICE:** Title Company is unwilling to issue the Title Policy without the general mineral

exception(s) set out in Schedule B hereof pursuant to Procedural Rule P-5.1. Optional endorsements (T19.2 and T19.3) insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase upon request of the Proposed Insured. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. The promulgated cost for said endorsement is \$50 per policy.

10. **NOTICE:** This Title Commitment contains information that has been derived from an index and records maintained by Austin Data, Inc., Georgetown Data, Inc. or Title Data, Inc. A Memorandum is attached hereto outlining the terms of the Joint Plant Agreements related to the subject transaction.

Prior to closing the subject transaction and signing the documents, the Escrow Officer should review this matter to confirm the closing is being handled in compliance with the Joint Plant Agreement and does not violate any "business presence" restrictions. (Applicable to property in Travis, Williamson, Harris, Chambers, Brazoria, Fort Bend, Galveston, Jefferson, Montgomery, Liberty, and Waller Counties.)

11. Payment of any and all ad valorem taxes which may be due and payable on the subject property.
12. Company requires Owner, Seller and/or Borrower to complete an Affidavit of Debts and Liens prior to the issuance of the Title Insurance Policy.
13. Good Funds in an amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursements prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks. Company reserves the right to require wired transfer of funds in accordance with Procedural Rule P-27 where immediate disbursement is requested.
14. **ARBITRATION:** The Owner Policy of Title Insurance (Form T-1) and the Loan Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the Insured or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If the insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company. {The Arbitration Provision may not be deleted on the Texas Residential Owner Policy of Title Insurance (Form T-1R).}
15. **ADVISORY NOTICE:** Company has approved the land title survey dated 5/25/2017, prepared by Fred W. Lawton, R.P.L.S. No. 2321. Upon request, and payment of any promulgated premium, Item No. 2 of Schedule "B" may be amended on the Title Policy to read: "shortages in area". If the survey being used is not current, Company must obtain an acceptable T.47 Real Property Affidavit to confirm that no improvements or changes have been made to the subject property since the certification date shown on the survey. Please note, the survey plat provided may not reflect or locate each of the dedicated easements or building lines set out as specific exceptions or contained in restrictive covenants set out on Schedule B. Proposed insured Buyer and/or Lender should review prior to closing. (Tract 9)
16. **ADVISORY NOTICE:** Company has approved the land title survey dated July 6 2018, prepared by Robert A. Marlow, R.P.L.S. No. 4218. Upon request, and payment of any promulgated premium, Item No. 2 of Schedule "B" may be amended on the Title Policy to read: "shortages in area". If the survey being used is not current, Company must obtain an acceptable T.47 Real Property Affidavit to confirm that no improvements or changes have been made to the subject property since the certification date shown on the survey. Please note, the survey plat provided may not reflect or locate each of the dedicated easements or building lines set out as specific exceptions or

contained in restrictive covenants set out on Schedule B. Proposed insured Buyer and/or Lender should review prior to closing. (Tracts 1, 2, 3, 4, 5, 6, 7 and 8)

17. *FOR INFORMATIONAL PURPOSES ONLY:* Company finds the following Deeds filed of record in the Official Public Records, Harris County, Texas affecting the subject property in the last 24 months: 20150506741

**NOTICE:** 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 Loan Closing Instructions. APPLIES TO LOAN POLICY ONLY.

Countersigned  
**Independence Title**

By

A handwritten signature in black ink, consisting of a large, stylized 'C' or 'G' shape with a horizontal line extending to the right, positioned above a horizontal line.

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE D

GF No. 1826844-VLHF

Effective Date: **August 27, 2018, 08:00 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

**Underwriter: First American Title Insurance Company, a Nebraska Corporation**

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

Directors: Dennis J. Gilmore, Jeffrey S. Robinson, Mark E. Seaton, Christopher M. Leavell

Officers: President: Dennis J. Gilmore; Senior Vice President, Secretary: Jeffrey S. Robinson; and Chief Financial Officer: Max O. Valdes

2. (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: Title Resource Group, 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: Realogy Services Group, 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.  
**Directors:** Donald J. Casey, Donald W. Evans, Jr., Thomas N. Rispoli, Marilyn J. Wasser, Michael R. Gorman.  
**Officers:** Donald W. Evans, Jr., President; Anthony E. Hull, Treasurer, Executive Vice President; Michael P. Gozdan, Secretary, Senior Vice President, General Counsel; Brian Alan Pitman, Senior Vice President; Michael Jay Southworth, Senior Vice President
  - (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.
  - (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	<b>\$0.00</b>
Loan Policy	<b>\$276,295.60</b>
Endorsement Charges	<b>\$17,559.30</b>
Other	<b>\$0.00</b>
Total	<b>\$293,854.90</b>

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> <b>Faisal R. Vellani, PLLC</b>	<u>For Services</u> <b>closing and funding</b>
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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."



First American Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1 \$293,416.90	2 3000 0010 0700 0710 0802 0886 0810 0890 0806 4002	3 7	4 201	5			