



April 26, 2013
AVO 28616

ELECTRONIC MAIL

Bowie County
Attn: William Tye, County Auditor
710 James Bowie Drive
Bowie, Texas 75570

County: Bowie
Federal Project No.: N/A
Highway: US 82

ROW CSJ: 0046-04-058
Parcel: 1 (Allen Jerrel Cooper)
Limits: From FM 1840
To SH 98

Dear Mr. Tye:

The following documents are enclosed in support of payment in the amount of **\$12,801.50** to **Bowie County Title LLC dba Twin City Title**:

1. Certified copy of the executed Deed
2. Copy Memorandum of Agreement
3. Copy of Settlement Statement from Bowie County Title LLC dba Twin City Title
4. Copy of Title Commitment effective: April 10, 2013
5. Analysis of Title Commitment
6. Negotiator's Certificate

The property is a whole acquisition and no displacement(s) will occur. The Deletion of Arbitration Provision will be signed at closing. There are no parties in adverse possession and are no visible or apparent easements located on the parcel that are not addressed in the title commitment.

Processing for payment is requested (cashier's check only). If you have any questions or comments, please do not hesitate to contact me at 214-346-6299 or gleuba@halff.com. Thank you.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Gary Leuba".

Gary Leuba, SR/WA,R/W-NAC
Right of Way Specialist

cc: The Honorable Sterling Lacy, Bowie County Judge

Enclosures

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



Form ROW-N-14
(Rev. 08/11)
Page 1 of 2

Bowie County
RCSJ 0046-04-058
US 82: From FM 1840 to SH 98

**DEED
Parcel 1**

STATE OF TEXAS

§

ROW CSJ: 0046-04-058

COUNTY OF BOWIE

§

§

WHEREAS, the Texas Transportation Commission is authorized under the Texas Transportation Code Chapters 203, 224, and 228 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and

WHEREAS, the Texas Transportation Commission is also authorized under Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **Allen Jerrel Cooper, Individually and as Devisee under the Will of Patricia Ann Cooper, Probate No. 40,457, Bowie County, Texas**, of the County of Bowie, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Twelve Thousand and No/100 Dollars (\$12,000.00) to Grantors in hand paid by Bowie County, Texas, acting by and through the Bowie County Commissioners Court, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the **State of Texas** all that certain tract or parcel of land lying and being situated in the County of Bowie, State of Texas, more particularly described in **Exhibit "A"**, which is attached hereto and incorporated herein for any and all purposes.

The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal ED proceedings and the added expenses of litigation.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: None.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

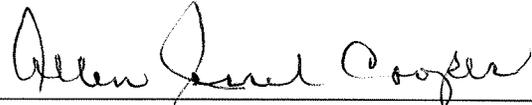


* N 1 4 *

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part (herein called Highway Facility), shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such Highway Facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway Facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 19 day of April, 2013.



Allen Jerrel Cooper, Individually and as Devisee
under the Will of Patricia Ann Cooper, Probate
No. 40,457, Bowie County, Texas

Acknowledgment

State of Texas,
County of Bowie:

This instrument was acknowledged before me on April 19th, 2013, by Allen Jerrel Cooper, Individually and as Devisee under the Will of Patricia Ann Cooper, Probate No. 40,457, Bowie County, Texas.


Notary Public, State of Texas

COUNTY: Bowie
HIGHWAY: US 82
CCSJ: 0046-04-057
RCSJ: 0046-04-058
Project Limits:
FROM: FM 1840
TO: SH 98



I, Mike Gardner, Registered Professional Land Surveyor, do hereby certify that this property description and corresponding plat are true and correct according to a survey made by me, upon the ground.


Mike Gardner, R.P.L.S., No. 5760
Date: December 4, 2012

PROPERTY DESCRIPTION FOR PARCEL 1

Being 0.303 of an acre of land, more or less, situated in the T. L. Cowan Headright Survey, Abstract 118 in Bowie County, Texas, being all of that certain tract of land described as 0.311 acres in the deed from Dewell Robinson and wife, Evelyn Robinson to Allen Jerrel Cooper and wife, Patricia Ann Cooper dated July 29, 1977, recorded in Volume 626, Page 819 of the Deed Records of Bowie County, Texas, said 0.303 of an acre being more particularly described by metes and bounds as follows:

BEGINNING at 5/8 inch steel rod set for a corner, capped MTG 101011-00, at the intersection of the existing North Right-of-Way line of Farm to Market Road 1840 and the South line of that certain tract of land described in the deed from Rails-To-Trails Conservancy to County of Bowie (Rails tract), dated December 2, 2003, recorded in Volume 4170, Page 201 of the Real Property Records of Bowie County, Texas, same being that certain tract of land described in the deed from Union Pacific Railroad Company to Rails-To-Trails Conservancy, dated July 2 1997, recorded in Volume 2713, Page 314 of the Real Property Records of Bowie County, Texas, lying in a circular curve to the left, for the Northwest corner of the said 0.311 acre tract, being 121.81 feet right at a right angle from the proposed survey centerline of US Highway 82, at survey centerline station 626+26.28 and being 125.59 feet right at a right angle from the survey proposed centerline of Farm to Market Road 1840 (FM 1840), at survey centerline 10+86.70, and having Texas State Plane Coordinates System, North Central Zone, NAD83 values of N:7253346.9634 and E:3154685.1860;

- (1) THENCE: in a Southeasterly direction along the arc of the said circular curve a distance of 45.29 feet, with a delta angle of 00 degrees 27 minutes 10 seconds, a radius of 5732.23 feet, a chord bearing of South 66 degrees 04 minutes 39 seconds East, and a chord distance of 45.29 feet to a 5/8 inch steel rod set for a corner, capped MTG 101011-00, at the

end of the said circular curve and the beginning of a circular curve to the left, lying in the proposed North right-of-way line of FM 1840 and the South line of said Rails tract, being 122.04 feet right from proposed US Highway 82, at survey centerline station 626+70.62 and being 82.84 feet right from proposed FM 1840, at survey centerline station 10+97.81;

- (2) THENCE: in a Southeasterly direction along the arc of the said circular curve a distance of 228.79 feet, with a delta angle of angle 2 degrees 17 minutes 13 seconds, a radius of 5732.23 feet, a chord bearing of South 67 degrees 16 minutes 50 seconds East, and a chord distance of 228.78 feet to a TxDOT Type II right-of-way marker set for a corner, the Northeast corner of the said 0.311 acre tract, the Northwest corner of that certain tract of land described as Tract No. 1, with 0.212 acres in the deed from John W. Blackburn and wife, Reba L. Blackburn to Barbara Vercellona, dated February 10, 1997, recorded in Volume 2663, Page 34 of the Real Property Records of Bowie County, Texas, being the beginning of a Denial of Access Line, lying in the proposed North right-of-way line of FM 1840 and the South line of said Rails tract, being 123.77 feet right from proposed US Highway 82, at survey centerline station 628+94.61 and 117.13 feet left from proposed FM 1840, at survey centerline station 12+24.78;
- (3) THENCE South 29 degrees 28 minutes 07 seconds West at a distance of 49.46 feet passing the end of the Denial of Access Line, continuing in all a distance of 98.92 feet along the East line of the proposed FM 1840, the East line of the said 0.311 acre tract, the West line of the said 0.212 acre tract, and generally along a fence to a 5/8 inch steel rod set for a corner, capped MTG 101011-00, lying in the North right-of-way line of FM 1840, the Southeast corner of the said 0.311 acre tract, the Southwest corner of the said 0.212 acre tract, being 221.67 feet right from proposed US Highway 82, at survey centerline station 628+80.85 and 33.52 feet left from proposed FM 1840, at survey centerline station 12+96.81;
- (4) THENCE North 46 degrees 34 minutes 38 seconds West at a distance of 274.15 feet passing a 1/2 inch steel rod found for a reference (control monument no. 2), continuing in all a distance of 280.55 feet along the South line of the said 0.311 acre tract and the existing North right-of-way line of FM 1840 to the point of beginning and containing 0.303 acres of land (13182 ± square feet), at the time of this survey.

The bearings are based on Texas Coordinate System of 1983, North Central Zone, NAD83, based on WDS Network, and can be converted to grid coordinates by dividing by a combined scale factor of 1.000120. The

EXHIBIT "A"

Parcel 1

Page 2 of 4

following control points were used for the basis of bearings: control monument no. 1 N: 7253247.6600, E: 3155581.1920, at 83.82 feet left of survey centerline station 635+02.10, control monument no. 2 N: 7243465.6711, E: 3196923.1465, at 98.04 feet left of survey centerline station 1063+18.70, and with a bearing of South 76 degrees 41 minutes 17 seconds East.

This description is based on the survey and plat made by Mike Gardner, Registered Professional Land Surveyor No. 5760, on December 4, 2012.

Date: April 19, 2013

Allen Jerrel Cooper, Individually and as Devisee
under the Will of Patricia Ann Cooper,
Probate No. 40,457, Bowie County, Texas
12560 FM 1840
DeKalb, Texas 75559-1902

ROW CSJ: 0046-04-058
County: Bowie
Highway: US 82
Location: 522 E. Grizzley, DeKalb, Texas
(US 82 @ FM 1840)
Project:
District: Atlanta - North R/W Project Delivery
Parcel: 1

Dear Mr. Cooper,

Our negotiations for highway right of way across your property have progressed to the point that you have indicated a willingness to sign a Deed in return for payment as agreed to in our previous discussions. It is thought to be in the best interests of both you and Bowie County, Texas (the "County") to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the County will make payment.

Your property consists of 0.303 of an acre located at 522 E. Grizzley, DeKalb, Texas (US 82 @ FM 1840). The right of way being purchased by the County for use by the Texas Department of Transportation has been thoroughly explained. The payment of the amount of \$12,000.00 as herein agreed to will constitute full payment to be made by the County for the property to be conveyed to the State. The County and Owner(s) have agreed to the following provisions:

Until payment is made by the County, title and possession of the property to be conveyed remain with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or the County shall have the right to terminate this agreement.

The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal ED proceedings and the added expenses of litigation.

After the date of payment of the purchase price, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and, no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue to you under the State's Relocation Assistance Program and the mutual benefits to be derived by you and the County from the signing of this agreement.

NMOA

The County, without cost to you as the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Deed and satisfy yourself (-selves) as to its (their) provisions. With your signing of this agreement and execution of the Deed, the County will proceed with the issuance of a check, which will be made out jointly to you and to Bowie County Title LLC dba Twin City Title, agent for Old Republic National Title Insurance Company. This company has been designated as the County's closing agent and is responsible to see that the Texas Department of Transportation obtains clear title. They will not endorse the check and make payment until clear title is secured. At the same time, you have the right not to endorse the check and accept payment until you are fully satisfied on all details of the transaction.

Sincerely,

HALFF ASSOCIATES, INC.



Gary Leuba, SR/WA, R/W-NAC
Right of Way Specialist

I (We) fully understand the Texas Department of Transportation's proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "*Relocation Assistance*."

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

Allen Jerrel Cooper

SSN

Date

A. Settlement Statement

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number 124642	7. Loan Number	8. Mortgage Ins Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower State of Texas 1201 North Bowser Road Richardson, TX 75081-2262	E. Name & Address of Seller Allen Jerrel Cooper 12560 FM 1840 DeKalb, TX 75559	F. Name & Address of Lender
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G. Property Location 0.778 Acres, Cowan, T. L., No. 118, Bowie County 522 E Grizzley De Kalb, TX 75559	H. Settlement Agent Name Bowie County Title LLC dba Twin City Title 3615 Richmond Road Texarkana, TX 75503 Tax ID: 26-0377570 Underwritten By: Old Republic	I. Settlement Date 5/13/2013 Fund: 5/13/2013
	Place of Settlement Bowie County Title LLC dba Twin City Title 3615 Richmond Road Texarkana, TX 75503	

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	\$12,000.00	401. Contract Sales Price	\$12,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$801.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Assessment Taxes		408. Assessment Taxes	
109. School property taxes		409. School property taxes	
110. Other taxes		410. Other taxes	
111. Other taxes		411. Other taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$12,801.50	420. Gross Amount Due to Seller	\$12,000.00
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Assessment Taxes		512. Assessment Taxes	
213. School property taxes		513. School property taxes	
214. Other taxes		514. Other taxes	
215. Other taxes		515. Other taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$0.00	520. Total Reduction Amount Due Seller	\$0.00
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$12,801.50	601. Gross Amount due to seller (line 420)	\$12,000.00
302. Less amounts paid by/for borrower (line 220)	\$0.00	602. Less reductions in amt. due seller (line 520)	\$0.00
303. Cash From Borrower	\$12,801.50	603. Cash To Seller	\$12,000.00

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

L. Settlement Charges

			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	\$12,000.00	@ % = \$0.00		
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703. Commission Paid at Settlement			\$0.00	\$0.00
704. The following parties, persons, firms or	to			
705. corporations have received a portion of	to			
706. the real estate commission shown above.	to			
800. Items Payable in Connection with Loan				
801. Loan Origination Fee	%	to		
802. Loan Discount	%	to		
803. Appraisal Fee		to		
804. Credit Report		to		
805. Lender's Inspection Fee		to		
806. Mortgage Insurance Application		to		
807. Assumption Fee		to		
900. Items Required by Lender To Be Paid in Advance				
901. Interest from	5/13/2013	to	6/1/2013	@ /day
902. Mortgage Insurance Premium for	months	to		
903. Hazard Insurance Premium for	years	to		
1000. Reserves Deposited With Lender				
1001. Hazard insurance	months @		per month	
1002. Mortgage insurance	months @		per month	
1003. City property taxes	months @		per month	
1004. County property taxes	months @		per month	
1005. Assessment Taxes	months @		per month	
1006. School property taxes	months @		per month	
1007. Other taxes	months @		per month	
1008. Other taxes	months @		per month	
1011. Aggregate Adjustment				
1100. Title Charges				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to			
(includes above items numbers:)				
1108. Title insurance	to	Bowie County Title LLC dba Twin City	\$243.00	
(includes above items numbers:)				
1109. Lender's coverage	\$0.00/\$0.00			
1110. Owner's coverage	\$12,000.00/\$243.00			
1111. Escrow fee	to	Bowie County Title LLC dba Twin City Title	\$500.00	
1112. State of Texas Policy Guaranty Fee	to	Bowie County Title, LLC	\$2.00	\$0.00
1113. Tax certificates	to	Bowie County Title LLC dba Twin City Title	\$10.00	
1114. Courier/Messenger Fee	to	Bowie County Title LLC dba Twin City Title	\$2.50	
1200. Government Recording and Transfer Charges				
1201. Recording Fees	Deed \$44.00 ; Mortgage ; Rel	to Bowie County Title LLC dba Twin City Title	\$44.00	
1202. City/county tax/stamps	Deed ; Mortgage	to		
1203. State tax/stamps	Deed ; Mortgage	to		
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			\$801.50	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

State of Texas

By Gary Leuba, SR/WA, R/W-NAC

Allen Jerrel Cooper

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent _____ Date _____

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

WAIVER OF INSPECTION

May 13, 2013

Bowie County Title LLC dba Twin City Title
3615 Richmond Road
Texarkana, TX 75503

RE: Owner's Title Policy of Insurance
Your GF# 124642

Gentlemen:

We agree that the Owner's Title Policy you are to issue covering

County: Bowie
Highway: US 82
Limits: From FM 1840 to SH 98
CCSJ: 0046-04-057
RCSJ: 0046-04-058

Parcel 1:

Being 0.303 of an acre of land, more or less, situated in the T. L. COWAN HEADRIGHT SURVEY, Abstract 118 in Bowie County, Texas, being all of that certain tract of land described as 0.311 acres in the Deed from Dewell Robinson and wife, Evelyn Robinson to Allen Jerrel Cooper and wife, Patricia Ann Cooper dated July 29, 1977, recorded in Volume 626, Page 819 of the Deed Records of Bowie County, Texas, said 0.303 of an acre being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

will be on the usual Texas form which contains the following printed exceptions:

1. Restrictive covenants affecting the land described or referred to above.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
3. Standby fees and taxes for the year **2012**, and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership, and that the policy to be issued on this particular transaction will contain the following special exceptions:
4. Lien or liens created or assumed in conjunction with this transaction, if any.
5. Rights of parties in possession.

Since **Bowie County Title LLC dba Twin City Title** examines only the record title and does not actually see the property, we hereby waive inspection by **Bowie County Title LLC dba Twin City Title** of this property and accept our policy subject to the rights of parties in possession. We agree that it is our responsibility to inspect said premises and to obtain possession of it from the present occupants, if any.

We acknowledge we are not relying upon any representation, statement or other assertion about the property condition or parties in possession, but are relying upon our inspection of the property. We take the property under the express understanding that the title insurance agent and title insurance company have made no express or implied warranties. We understand the title insurance agent and title insurance company have determined the insurability of title solely for their own benefit.

Very truly yours,
State of Texas

By Gary Leuba, SR/WA, R/W-NAC

COMMITMENT FOR TITLE INSURANCE

Issued By

Old Republic National Title Insurance Company

SCHEDULE A

Effective Date: April 10, 2013, 8:00 am

GF No. 124642

Commitment No. _____, issued April 22, 2013, 4:00 pm

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: \$12,000.00
PROPOSED INSURED: State of Texas
 - (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - (f) OTHER
Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: Fee Simple
3. Record title to the land on the Effective Date appears to be vested in:
Allen Jerrel Cooper, Individually and as Devisee under the Will of Patricia Ann Cooper, Probate No. 40,457, Bowie County, Texas

(Allen Jerrel Cooper and wife, Patricia Ann Cooper by virtue of deed dated January 29, 1977, of record in Volume 626, Page 819, Deed Records of Bowie County, Texas)
4. Legal description of the land:
County: Bowie
Highway: US 82
Limits: From FM 1840 to SH 98
CCSJ: 0046-04-057
RCSJ: 0046-04-058

Parcel 1:

Being 0.303 of an acre of land, more or less, situated in the T. L. COWAN HEADRIGHT SURVEY, Abstract 118 in Bowie County, Texas, being all of that certain tract of land described as 0.311 acres in the Deed from Dewell Robinson and wife, Evelyn Robinson to Allen Jerrel Cooper and wife, Patricia Ann Cooper dated July 29, 1977, recorded in Volume 626, Page 819 of the Deed Records of Bowie County, Texas, said 0.303 of an acre being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in

the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

COUNTY: Bowie
HIGHWAY: US 82
CCSJ: 0046-04-057
RCSJ: 0046-04-058
Project Limits:
FROM: FM 1840
TO: SH 98



I, Mike Gardner, Registered Professional Land Surveyor, do hereby certify that this property description and corresponding plat are true and correct according to a survey made by me, upon the ground.


Mike Gardner, R.P.L.S., No. 5760
Date: December 4, 2012

PROPERTY DESCRIPTION FOR PARCEL 1

Being 0.303 of an acre of land, more or less, situated in the T. L. Cowan Headright Survey, Abstract 118 in Bowie County, Texas, being all of that certain tract of land described as 0.311 acres in the deed from Dewell Robinson and wife, Evelyn Robinson to Allan Jerrel Cooper and wife, Patricia Ann Cooper dated July 29, 1977, recorded in Volume 626, Page 819 of the Deed Records of Bowie County, Texas, said 0.303 of an acre being more particularly described by metes and bounds as follows:

BEGINNING at 5/8 inch steel rod set for a corner, capped MTG 101011-00, at the intersection of the existing North Right-of-Way line of Farm to Market Road 1840 and the South line of that certain tract of land described in the deed from Rails-To-Trails Conservancy to County of Bowie (Rails tract), dated December 2, 2003, recorded in Volume 4170, Page 201 of the Real Property Records of Bowie County, Texas, same being that certain tract of land described in the deed from Union Pacific Railroad Company to Rails-To-Trails Conservancy, dated July 2 1997, recorded in Volume 2713, Page 314 of the Real Property Records of Bowie County, Texas, lying in a circular curve to the left, for the Northwest corner of the said 0.311 acre tract, being 121.81 feet right at a right angle from the proposed survey centerline of US Highway 82, at survey centerline station 626+26.28 and being 125.59 feet right at a right angle from the survey proposed centerline of Farm to Market Road 1840 (FM 1840), at survey centerline 10+86.70, and having Texas State Plane Coordinates System, North Central Zone, NAD83 values of N:7253346.9634 and E:3154685.1860;

- (1) THENCE: in a Southeasterly direction along the arc of the said circular curve a distance of 45.29 feet, with a delta angle of 00 degrees 27 minutes 10 seconds, a radius of 5732.23 feet, a chord bearing of South 66 degrees 04 minutes 39 seconds East, and a chord distance of 45.29 feet to a 5/8 inch steel rod set for a corner, capped MTG 101011-00, at the

EXHIBIT "A"
Parcel 1
Page 1 of 4

end of the said circular curve and the beginning of a circular curve to the left, lying in the proposed North right-of-way line of FM 1840 and the South line of said Rails tract, being 122.04 feet right from proposed US Highway 82, at survey centerline station 626+70.62 and being 82.84 feet right from proposed FM 1840, at survey centerline station 10+97.81;

- (2) THENCE: in a Southeasterly direction along the arc of the said circular curve a distance of 228.79 feet, with a delta angle of angle 2 degrees 17 minutes 13 seconds, a radius of 5732.23 feet, a chord bearing of South 67 degrees 16 minutes 50 seconds East, and a chord distance of 228.78 feet to a TxDOT Type II right-of-way marker set for a corner, the Northeast corner of the said 0.311 acre tract, the Northwest corner of that certain tract of land described as Tract No. 1, with 0.212 acres in the deed from John W. Blackburn and wife, Reba L. Blackburn to Barbara Vercellona, dated February 10, 1997, recorded in Volume 2663, Page 34 of the Real Property Records of Bowle County, Texas, being the beginning of a Denial of Access Line, lying in the proposed North right-of-way line of FM 1840 and the South line of said Rails tract, being 123.77 feet right from proposed US Highway 82, at survey centerline station 628+94.61 and 117.13 feet left from proposed FM 1840, at survey centerline station 12+24.78;
- (3) THENCE South 29 degrees 28 minutes 07 seconds West at a distance of 49.46 feet passing the end of the Denial of Access Line, continuing in all a distance of 98.92 feet along the East line of the proposed FM 1840, the East line of the said 0.311 acre tract, the West line of the said 0.212 acre tract, and generally along a fence to a 5/8 inch steel rod set for a corner, capped MTG 101011-00, lying in the North right-of-way line of FM 1840, the Southeast corner of the said 0.311 acre tract, the Southwest corner of the said 0.212 acre tract, being 221.67 feet right from proposed US Highway 82, at survey centerline station 628+80.85 and 33.52 feet left from proposed FM 1840, at survey centerline station 12+96.81;
- (4) THENCE North 46 degrees 34 minutes 38 seconds West at a distance of 274.15 feet passing a 1/2 inch steel rod found for a reference (control monument no. 2), continuing in all a distance of 280.55 feet along the South line of the said 0.311 acre tract and the existing North right-of-way line of FM 1840 to the point of beginning and containing 0.303 acres of land (13182 ± square feet), at the time of this survey.

The bearings are based on Texas Coordinate System of 1983, North Central Zone, NAD83, based on WDS Network, and can be converted to grid coordinates by dividing by a combined scale factor of 1.000120. The

EXHIBIT "A"

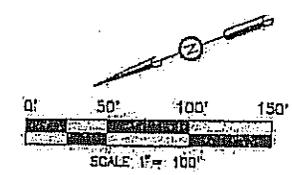
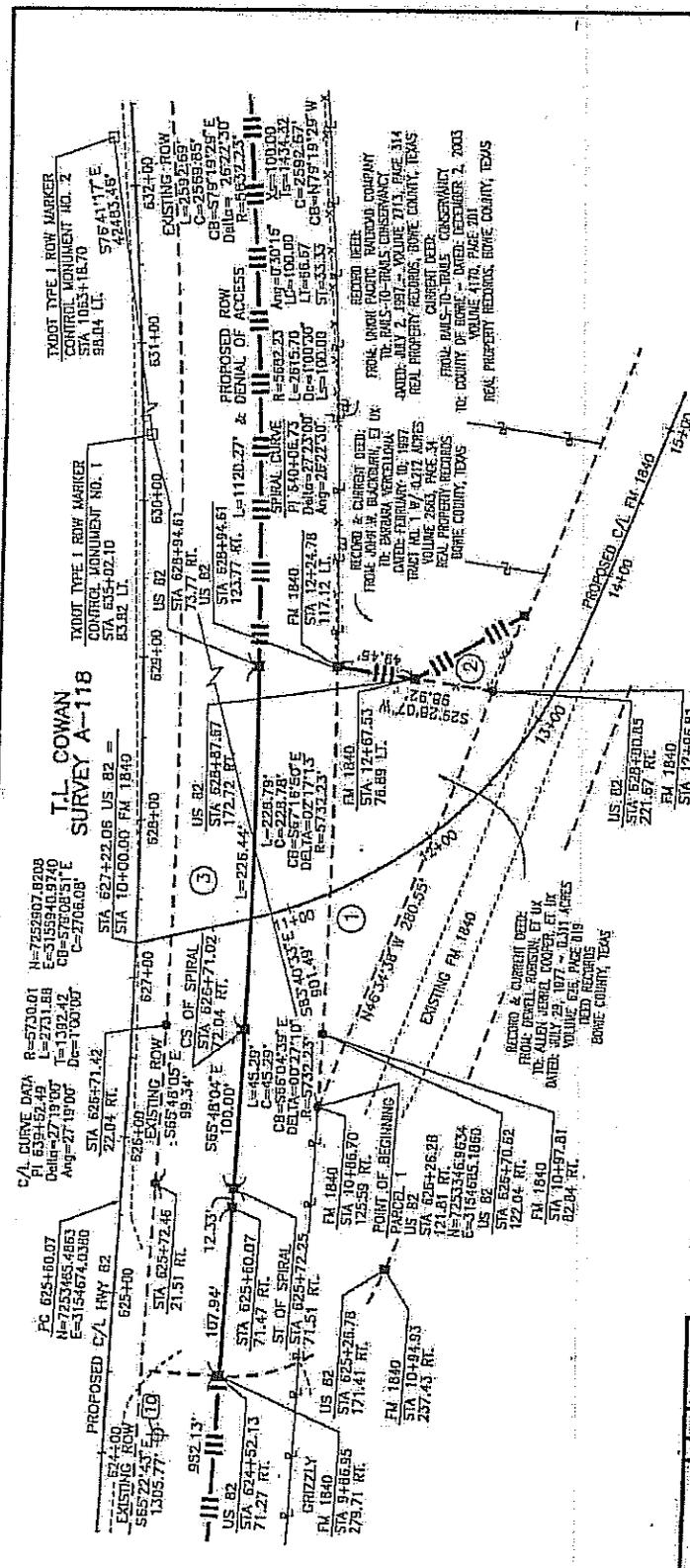
Parcel 1

Page 2 of 4

following control points were used for the basis of bearings: control monument no. 1 N: 7253247.6600, E: 3155581.1920, at 83.82 feet left of survey centerline station 635+02.10, control monument no. 2 N: 7243465.6711, E: 3196923.1465, at 98.04 feet left of survey centerline station 1063+18.70, and with a bearing of South 76 degrees 41 minutes 17 seconds East.

This description is based on the survey and plat made by Mike Gardner, Registered Professional Land Surveyor No. 5760, on December 4, 2012.

EXHIBIT "A"
Parcel 1
Page 3 of 4



LEGEND

- PROPOSED CENTERLINE
- PROPOSED R.O.W.
- - - EXISTING R.O.W.
- - - EASEMENT LINE
- PROPERTY LINE
- - - FENCE
- - - EXISTING ROADWAY LIMITS
- SURVEY LINE
- TXDOT ACCESS DENIAL ALUMINUM CAP
- TXDOT TYPE II R.O.W. MARKER SET
- ▲ MAG SPIKE W/ WASHER
MTG NO. 803-838-8033
- TXDOT TYPE I R.O.W. MARKER FOUND
- SET 5/8" STEEL ROD
W/ MTG CAP 101011-00
- PARCEL NUMBER
- ⊕ POINT FOR EASEMENT
- ⊕ TXDOT CONTROL
- ⊕ INTERMEDIATE CONTROL
SET 1/2" STEEL ROD
W/ MTG CONTROL CAP

I, MIKE GARDNER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT ACCORDING TO A SURVEY MADE UPON THE GROUND FEBRUARY 29, 2012.

MIKE GARDNER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5760, STATE OF TEXAS
FIRM CERTIFICATE NO. 101011-00
DATE: DECEMBER 4, 2012



NOTE: ALL BEARINGS AND COORDINATES SHOWN ARE SURFACE COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (NAD83), NORTH CENTRAL ZONE, WITH A BEARING OF NORTH 45 DEGREES 34 MINUTES 38 SECONDS EAST AND CAN BE CONVERTED TO GRID COORDINATES BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.000120. THE FOLLOWING CONTROL MONUMENTS LOCATED ON THE NORTH RIGHT-OF-WAY ONE OF U.S. HIGHWAY 82 WERE USED TO ESTABLISH THE BASIS OF BEARINGS:

CONTROL MONUMENT NO. 1 STA 639+02.10 83.82' LT. N = 7253247.8600 E = 3185581.1920	CONTROL MONUMENT NO. 2 STA 1063+18.70 88.04' LT. N = 7243455.6711 E = 3186823.1465
---	--

NOTE: ALL BEARINGS AND DISTANCES ARE SHOWN AS MEASURED.

PARCEL 1
COUNTY OF BOWIE
US 82 - BOWIE COUNTY
CONSTRUCTION CSA NO. 0048-04-057
ROW CSJ NO. 0048-D4-058

Collected Acres	To Be Acquired	Prescriptive? (RD, Eas)	Other Interests
N/A	0.0000		N/A

MTG
CIVIL | ENVIRONMENTAL | SURVEYING
6830 SURREYHILL RD., P.O. BOX 3700
TEXARKANA, TEXAS 75601
P 940.838.8665 | F 940.833.4700
www.mtginc.com

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TEXAS DEPARTMENT OF TRANSPORTATION
301 EAST LINDSAY STREET
ATLANTA, TEXAS 75320
(800) 794-3857

COMMITMENT FOR TITLE INSURANCE

Issued By

Old Republic National Title Insurance Company

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' 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):~~
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 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 2012, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year ____ 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 (T-

2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (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. Any portion of the property herein described which falls within the boundaries of any road or roadway.
 - b. Any visible and apparent easements on or across the property herein described, which are not shown of record.
 - c. Rights of parties in possession.
 - d. All liens, covenants, conditions, reservations, or other matters affecting title to the land herein described which are recognized or created in the Deed to the assured or other closing papers.
 - e. No liability is assumed by reason of any encroachment(s) or protrusion(s) of a fence and/or building(s) into or outside of the boundary lines of the subject property herein described.
 - f. All oil, gas and other minerals in and under the herein described property, together with right of ingress and egress, mining and oil drilling privileges appurtenant thereof, heretofore reserved by predecessors in title. There is expressly excluded from coverage hereunder and this Company does not insure title to oil, gas and other minerals of every kind and character in, on and under the property described. This policy does not insure against loss sustained by the owner of the surface of said property through the exercise of the right of ingress and egress and/or any other right or privilege incident to the ownership of said mineral estate.
 - g. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject property. (NOTE: Upon receipt of a survey acceptable to the company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey)

COMMITMENT FOR TITLE INSURANCE

Issued By

Old Republic National Title Insurance Company

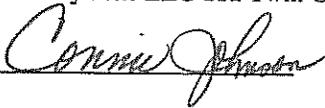
SCHEDULE C

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, subcontractors, 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. Tax Certificates showing all standby fees and taxes paid through year 2011.
6. Affidavit of Seller(s) to the effect that all improvements of all kinds which have been made to the subject property have been paid for in full and verifying all outstanding liens and encumbrances which may exist against property. Affidavit by Buyer(s) that the Buyer(s) is (are) in full possession of the subject property.
7. Seller(s) shall furnish to the closing agent his (her) (their) (its) Social Security or Business Identification Number(s) as required by the Internal Revenue Code for reporting of the sale to the Internal Revenue Service.
8. Item 5 on Schedule B of the proposed policy may be amended to read Standby fees and taxes for the year 2012 and subsequent years 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 Proposed Policy, upon receipt of proof that taxes are paid current, that all subsequent assessments for change in land usage or ownership have been paid or will be paid at or prior to closing, and the payment of applicable premiums.
9. Any lien or liens created in the instruments of conveyance and/or any security instruments will appear as lien exception in the Owner's Title Policy and as the lien to be insured in Schedule A of the Mortgagee's Policy, if one is issued.
10. Procedural Rule P-27, as provided for by Article 9.39 of the Texas Insurance Code, requires that "Good Funds" be received and deposited before a Title Agent may disburse from its trust fund account.
11. The Company requires State of Texas Policy Guaranty Fee in the amount of \$2.00 for each owner and mortgagee policy as imposed by the Texas Title Insurance Guaranty Association authorized by Art. 9.48 of the Texas Insurance Code.

- 12. "Rights of parties in possession" shown in Schedule B of this commitment will be deleted from the Owner's Title Policy ONLY if an inspection is made and paid for which shows no parties in possession other than the owner or purchaser(s). If such an inspection is not required, the purchaser(s) must sign a Waiver of Inspection and acknowledge that they understand that the Owner's Title Policy will be issued subject to the rights of parties in possession.
- 13. Item 2, Schedule B may be amended to read "Any shortages in area" in the Owner's Title Policy if we are furnished a current survey plat prepared by an approved licensed surveyor who certifies that there are no discrepancies, conflicts in boundary lines, or any encroachment(s), or any overlapping of improvements, and the payment of the additional required premium (15% of the basic rate for Commercial property; 5% of the basic rate for Residential property) for this amendment.
- 14. Company requires from Bowie County a copy of the resolution authorizing the purchase of subject property and setting forth who is authorized to execute closing documents.
- 15. Warranty Deed from Allen Jerrel Cooper, Individually and Devisee under the Will of Patricia Ann Cooper, Probate No. 40,457, to State of Texas, properly executed and acknowledged, conveying the property.

Countersigned
Bowie County Title LLC dba Twin City Title

By 

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 124642

Effective Date: April 10, 2013, 8:00 am

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

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

Shareholders owning, controlling or holding, either directly or indirectly, 10% or more of the shares of Old Republic National Title Insurance Company and all individuals partnerships, corporations, trusts or other entities owning ten percent (10%) or more of Old Republic National Title Insurance Company of as of the last day of the year preceding the date hereinabove set fort are as follows: Old Republic National Title Insurance Company - 100%, a wholly owned subsidiary of Old Republic Title Insurance Group, Inc., a wholly owned subsidiary of Old Republic International Corporation

DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

HARRINGTON BISCHOF JOHN M. DIXON STEVE R. WALKER
JOHN W. POPP ARNOLD L. STEINER A. C. ZUCARO
DENNIS P. VAN MIEGHEM JAMES A. KELLOGG FREDERICKA TAUBITZ
RANDE K. YEAGER CHARLES F. TITTERTON LEO E. KNIGHT, JR.

OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

RANDE K. YEAGER, Chairman, CEO STEPHEN C. WILSON, Executive Vice President, Vice Chairman
MARK BILBREY, President DANIEL M. WOLD, Sr. Vice President, Secretary, General Counsel
MIKE TARPEY, Vice President and Treasurer GARY J. HORN, Executive Vice President, CFO
ROBERT J. CHAPMAN, Executive Vice President MARK M. BUDZINSKI, Executive Vice President
PATRICK A. CONNOR, Executive Vice President R. WAYNE SHUPE, Executive Vice President

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

Disclosure of: Bowie County Title, LLC, d/b/a Twin City Title

The 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 recieve a portion of the premium:

Owners - BCTC, LP - 100% which is owned by:
BOCO Investments, LLC 50%
BL-KD Investments, LLC 40%
Stephen C. Thompson 8.5%
BCTC G.P., LLC 1%

The names of the officers of the Title Insurance Agent are as follows:

Officers, Directors: Stephen C. Thompson - Managing Member

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 \$243.00
Loan Policy \$0.00

Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	\$243.00

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

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" *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."

TEXAS TITLE INSURANCE INFORMATION

<p>Title insurance insures you against loss resulting from certain risks to your title.</p> <p>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.</p>	<p>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</p> <p>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.</p>
--	---

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 328-4441 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 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

Old Republic National Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1 \$243.00	2 1000	3	4 37	5			



Analysis of Preliminary Title Commitment and Proposed Curative

Parcel No. (and parts): 1

RCSJ Number: 0046-04-058

Name of Owner: Allen Jerrel Cooper, Individually and as Devisee under the Will of Patricia Ann Cooper, Probate No. 40,457, Bowie County, Texas)

Extent of Right of Way Acquisition: Whole

Type of Conveyance: Fee

GF# 124642

Effective date: April 10, 2013

SCHEDULE A:

3. Record owner: : **Allen Jerrel Cooper, Individually and as Devisee under the Will of Patricia Ann Cooper, Probate No. 40,457, Bowie County, Texas)**

SCHEDULE B:

1. Restrictive Covenants: Exception is hereby deleted
2. thru 9. Standard Title language
10. a. thru g. Standard Title language

SCHEDULE C:

1. thru 4.: Standard title language
5. To be obtained by the title company
6. To be provided prior to closing
7. To be provided prior to closing
8. Standard Title language
9. Standard Title language
10. Standard Title language

11. Standard Title language
12. Standard Title language
13. Standard Title language
14. Previously provided
15. To be provided prior to closing

Any inconsistencies between Commitment and other facts presented: (none known).

Should any additional information be required, please contact me at 214-346-6299 or gleuba@half.com. Thank you.

Half Associates, Inc.



Gary Leuba, SR/WA, R/W-NAC
Right of Way Specialist



NEGOTIATOR'S CERTIFICATE

Owner(s): Allen Jerrel Cooper, Individually and as
Devisee under the Will of Patricia Ann Cooper,
Probate No. 40,457, Bowie County, Texas

Address: 12560 FM 1840
DeKalb, Texas 75559-1902

Negotiated Amount: \$12,000.00

Parcel No.: 1

District: Atlanta - North R/W Project
Delivery

Highway No.: US 82

Federal Project No.:

ROW CSJ: 0046-04-058

In successfully negotiating the purchase of the above designated parcel, to the best of my knowledge the attached written agreement embodies all of the considerations agreed upon between the owner and myself. The agreement was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party. I understand that the parcel was purchased for use in connection with a highway project. I have no direct or indirect present or contemplated future personal interest in the parcel or in any benefit from the acquisition of the property.

Gary Leuba, SR/WA, R/W-NAC,
Right of Way Specialist

4/26/2013

Date

