

EXHIBIT A



BROWN & MCDONALD
ATTORNEYS AT LAW

December 12, 2024

City of Fair Oaks Ranch
City Manager
Scott Huizenga
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Re: Voluntary Annexation Application for the +/- 344.6 Acres of Property Bordered by Ammann Road on the South and West and Within the Extraterritorial Jurisdiction of Fair Oaks Ranch, Texas (the “**Subject Property**”); *Our File No. 1000.043*

Dear Mr. Huizenga:

On behalf of the Property Owner, please accept this Letter of Intent (*see Exhibit “A”*) for voluntary annexation of the +/- 344.6 acres of property bordered by Ammann Road on the South and West in the Extraterritorial Jurisdiction of Fair Oaks Ranch, Texas. We believe annexation, is the first step in establishing the Post Oak subdivision and corresponding Public Improvement District. Please refer to the Table of Contents for a comprehensive list of exhibits. If you have any questions, please do not hesitate to contact the office at (210) 429-7901.

Sincerely,

BROWN & MCDONALD PLLC

BY: Caroline McDonald

EXHIBIT A

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BROWN & MCDONALD
ATTORNEYS AT LAW

December 12, 2024

City of Fair Oaks Ranch
City Manager
Scott Huizenga
7286 Dietz Elkhorn
Fair Oaks Ranch, TX78015

Re: Letter of Intent for Voluntary Annexation to the City of Fair Oaks Ranch of 344.6 Acres of Property Bordered by Ammann Road on the South and West, Within the Extraterritorial Jurisdiction of Fair Oaks Ranch, Texas (the “**Subject Property**”) Pursuant to Section 43.0671 of the Texas Local Government Code and The City Charter of the City of Fair Oaks Ranch

Dear Mr. Huizenga:

The undersigned, being the owner (hereinafter, the “**Property Owner**”), in fee simple of 344.6 acres of land (more fully described in **Exhibit “B,”** in the attached survey map and metes and bounds description) located in the Extraterritorial Jurisdiction (“**ETJ**”) of Fair Oaks Ranch, Texas, submits this Letter of Intent (“**LOI**”) by its representative’s signature below, to the City of Fair Oaks Ranch (“**City**”), for the full purpose expressing its intent to request voluntary annexation of the Subject Property, into the City’s corporate limits, in accordance with the provisions of the City Charter and Sections 43.0671-43.0673 of the Texas Local Government Code (“**LGC**”) (see **Exhibit “C”** for Annexation Application; see **Exhibit “D”** for Signature Authority; see **Exhibit “E”** for Maps of Subject Property; see **Exhibit “F”** for Deed).

Specifically, the Property Owner submits this LOI, pursuant to Section 43.0671 of the LGC, whereby the City (a “Tier 2 Municipality”) has the authority to annex an area if each owner of land in the area requests annexation. The Property Owner is the sole owner of the Subject Property and requests the City’s annexation of the Subject Property, in accordance with Section 43.0671 of the LGC. Additionally, the Subject Property meets the statutory requirements for full purpose annexation, by the City, as it: (1) is within the City’s extraterritorial jurisdiction; and (2) is adjacent and contiguous to the City’s corporate limits.

The Property is currently undeveloped and generally located north of Ammann Road and bordered by Ammann Road to the south and west in the Extraterritorial Jurisdiction of Fair Oaks Ranch. The Property Owner intends to develop the Subject Property for the Post Oak single-family residential subdivision (the “**Project**”; see **Exhibit “G”**) including a Public Improvement District. A Zoning and Future Land Use Amendment application has been submitted to the City and upon annexation of the Subject Property (and concurrently therewith), the Property Owner also requests the City (but, such request is not meant to make this LOI in any way contingent or conditional, such being unconditional and absolute but subject to the requirements of Section 43.0671, et seq. of the LGC) to provide the base district zoning of Neighborhood Residential. The requested base district is not compatible with the City’s Future Land Use Plan Map

EXHIBIT A

("FLUM") and therefore a FLUM amendment to Neighborhood Residential has been submitted. The current base district of Rural Residential restricts the minimum lot size to five (5) acres. Rezoning the Subject Property to Neighborhood Residential and amending the land use designation to Neighborhood Residential will allow for the development of the Project.

The Property Owner submits this LOI based on its intent to develop the Subject Property and the Post Oak subdivision and zoning of Neighborhood Residential is required for the development of the Subject Property once it is in the City's full purpose jurisdiction. The proposed development will be approximately 278 single family homes on 1-acre lots. The undeveloped property has an appraised value of \$3,933,480 but once completed will have an estimated appraised value of \$332,000,000. Upon successful annexation and rezoning, the Property Owner expects construction to start in the third quarter of 2025. Construction completion is projected in 2035. All dates are pending City and State approval on all associated permits.

If there is any additional information or documentation that we can provide to assist in your review of this Letter of Intent, please do not hesitate to contact me at (210) 429-7901.

(Signature on following page)

EXHIBIT A

Owner:

BRMK Boerne Ranch, LLC
Attention: James Stockhausen
160 Newport Center Drive, Suite 240
Newport Beach, CA 92660
949-333-0328
James.stockhausen@readycapital.com

With a Copy To:

Brown & McDonald, PLLC
Attention: Caroline McDonald
100 NE Loop 410, Ste 1385
San Antonio, TX 78216
(210) 429-7917
caroline@brownmcdonaldlaw.com

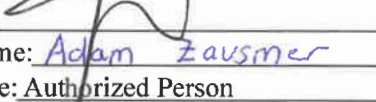
Wherefore, this Petition satisfies all the requirements of the City Charter and the Texas Local Government Code for the full purpose, voluntary annexation of the Subject Property, and the Property Owner respectfully requests that the City annex the Subject Property, as described herein.

Respectfully submitted, this 12 day of Dec, 2024.

BRMK BOERNE RANCH, LLC,
a Washington limited liability company

By: BRMK MANAGEMENT SPE JP, LLC
a Delaware limited liability company

Its: Member

By: 
Name: Adam Zausmer
Title: Authorized Person

ACKNOWLEDGEMENT

State of New York §

County of New York §


Before me, the undersigned authority, a notary public for the State of New York, on this day personally appeared Adam Zausmer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal office, this the 12th day of December, 2024.

INDHIRA P CASTELLO
Notary Public, State of New York
Reg. No. 01CA6412071
Qualified in New York County
Commission Expires 12-14-2024

EXHIBIT A**BRMK MANAGEMENT SPE JP, LLC****INCUMBENCY CERTIFICATE**

The undersigned, being the manager of BRMK Management SPE JP, LLC, a Delaware limited liability company (the "Company"), hereby certifies that: (a) each of the persons listed below is an authorized person of the Company authorized and empowered with full power and authority to enter into any and all documents, agreements and instruments as he or she deems necessary or advisable on behalf of the Company; (b) the following persons hold the title indicated opposite their respective names; and (c) the signatures appearing opposite the following persons' names are the genuine signatures of such persons, respectively:

Name	Title	Signature
Andrew Ahlborn	Authorized Person	
Thomas Capasse	Authorized Person	
Kenneth Nick	Authorized Person	
Jack Ross	Authorized Person	
Jacqueline Schorr	Authorized Person	
Gary Taylor	Authorized Person	
Adam Zausmer	Authorized Person	

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this _____ day of Setpember, 2023.

WATERFALL ASSET MANAGEMENT,
LLC

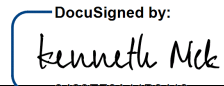
By: 
Name: Kenneth Nick
Title: Authorized Person

EXHIBIT A
Exhibit "B"



, and in Document No. 202306009264, corrected in 202306009477, of the Official Public Records of Comal County, Texas

FIELD NOTES FOR A 344.6 ACRE TRACT OF LAND

A **344.6 acre** tract of land, out of the David Bradbury Survey No. 214, Abstract 33, Kendall County, Texas and the David Bradbury Survey No. 214, Abstract 989, Comal County, Texas and being all of a called 344.6 acre tract of land as described of record in Document No. 2023-378661 of the Official Records of Kendall County, Texas. Said **344.6 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod in the apparent east right-of-way line of Ammann Road, no record found, at the southwest corner of a called 131.013 acre tract as described in Volume 113 Page 834 of the Deed Records of Kendall County, Texas, for the northwest corner of said 344.6 acre tract and the tract described herein;

THENCE: S 88° 15' 20" E, with the common line between said 131.013 acre tract and said 344.6 acre tract, a distance of **3926.35 feet** to a found 4" pipe fence post at the southeast corner of said 131.013 acre tract, in the west line of a called 140.452 acre tract of land as described in Volume 113 Page 836 of the Deed Records of Kendall County, Texas, in the west line of a called 114.9 acre tract of land as described in Volume 1195 Page 423 of the Official Records of Kendall County, Texas, for the northeast corner of said 344.6 acre tract and the tract described herein;

THENCE: S 02° 11' 22" E, with the common line between said 114.9 acre tract and the 344.6 acre tract, at 637.60 feet a found $\frac{1}{2}$ " iron rod for the southwest corner of said 114.9 acre tract, and continuing with the common line between said 140.452 acre tract and said 344.6 acre tract, a total distance of **3820.91 feet** to a found $\frac{1}{2}$ " iron rod in the apparent north right-of-way line of Ammann Road, no record found, at the southwest corner of said 140.452 acre tract, at the southeast corner of said 344.6 acre tract and for the southeast corner of the tract described herein;

THENCE: With the apparent north and east right-of-way lines of Ammann Road, and the south and west lines of said 344.6 acre tract, the following ten (10) courses:

1. **S 78° 03' 34" W**, a distance of **7.45 feet** to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
2. **N 88° 26' 20" W**, a distance of **522.50 feet** to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
3. **N 88° 06' 20" W**, a distance of **318.70 feet** to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
4. **N 87° 19' 20" W**, a distance of **923.90 feet** to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
5. **N 89° 33' 20" W**, a distance of **727.10 feet** to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
6. **S 89° 45' 40" W**, a distance of **830.80 feet** to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
7. **S 89° 42' 40" W**, a distance of **587.60 feet** to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
8. **N 44° 35' 20" W**, a distance of **20.60 feet** to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
9. **N 01° 59' 20" W**, a distance of **1933.70 feet** to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein, and
10. **N 02° 09' 20" W**, a distance of **1926.20 feet** to the **POINT OF BEGINNING** and containing **344.6 acres** of land situated in both Kendall & Comal County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. Distances recited herein are grid distances.



Job # 18-4085 344.6 Acres

Date: February 1, 2024

EXHIBIT A

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE GRID UNITS.

2. TITLE COMMITMENT PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, GF NO.: 23-2853-CH, EFFECTIVE DATE: JANUARY 1, 2024, ISSUED DATE: JANUARY 9, 2024.

LEGAL DESCRIPTION OF LAND:

BEING 344.6 ACRES OF LAND, MORE OR LESS, IN THE DAVID BRADBURY SURVEY NO. 214, ABSTRACT 33, IN KENDALL COUNTY, TEXAS, AND DAVID BRADBURY SURVEY NO. 214, ABSTRACT 989, IN COMAL COUNTY, TEXAS BEING THAT SAME TRACT CONVEYED IN DOCUMENT NO. 202306009264, CORRECTED IN 202306009477, OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND IN DOCUMENT NO. 2023-378661, OF THE OFFICIAL PUBLIC RECORDS OF KENDALL COUNTY, TEXAS.

SCHEDULE B:

1. RESTRICTIVE COVENANTS OF RECORD:

-NONE LISTED

- 10.
- f. VOLUME 599, PAGE 69, O.R.K.C.T. - DOES NOT INCLUDE SUBJECT TRACT
- EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE
- g. DOCUMENT NO. 200406034412, O.P.R.C.C.T., AND IN VOLUME 880, PAGE 51, O.R.K.C.T. - INCLUDES SUBJECT TRACT AS SHOWN
- GUADALUPE-BLANCO RIVER AUTHORITY EASEMENT
- h. VOLUME 1463 PAGE 269, O.R.K.C.T. - INCLUDES SUBJECT TRACT AS SHOWN
- PEDERNALES ELECTRIC COOPERATIVE INC., EASEMENT
- i. DOCUMENT NO. 201406011766, O.P.R.C.C.T., AND IN VOLUME 1411, PAGE 587, O.R.K.C.T. - INCLUDES SUBJECT TRACT
- DEVELOPMENT AGREEMENT
- j. DOCUMENT NO. 2021-360011, O.R.K.C.T. - INCLUDES SUBJECT TRACT
- COMPREHENSIVE SETTLEMENT AND RELEASE AGREEMENT
- k. SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF THE COW CREEK GROUNDWATER DISTRICT.

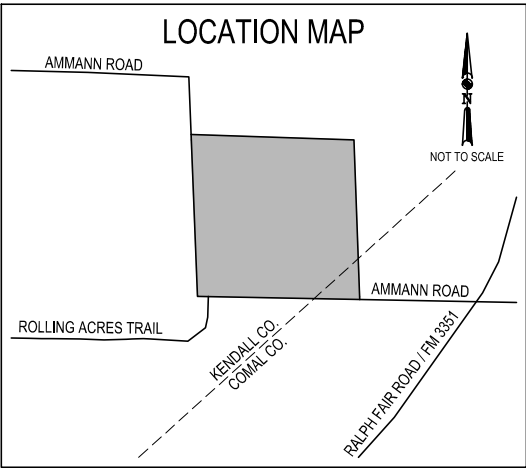
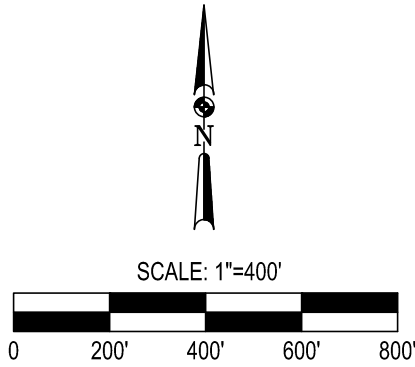
3. REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 450 OF 525, COMMUNITY PANEL NO. 48259C0450F, DATED DECEMBER 17, 2010.

4. THE TRACT SHOWN HEREON IS LOCATED WITHIN BOTH KENDALL COUNTY AND COMAL COUNTY.

5. METES AND BOUNDS WERE PREPARED FOR THIS SURVEY BY SEPARATE INSTRUMENT.

6. FENCES ALONG BOUNDARY LINE MEANDER.

CATEGORY 1A, CONDITION IV LAND TITLE SURVEY OF
A 344.6 ACRE TRACT OF LAND, OUT OF THE DAVID BRADBURY SURVEY NO. 214, ABSTRACT 33, KENDALL COUNTY, TEXAS AND THE DAVID BRADBURY SURVEY NO. 214, ABSTRACT 989, COMAL COUNTY, TEXAS AND BEING ALL OF A CALLED 344.6 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 2023-378661 OF THE OFFICIAL RECORDS OF KENDALL COUNTY, TEXAS.

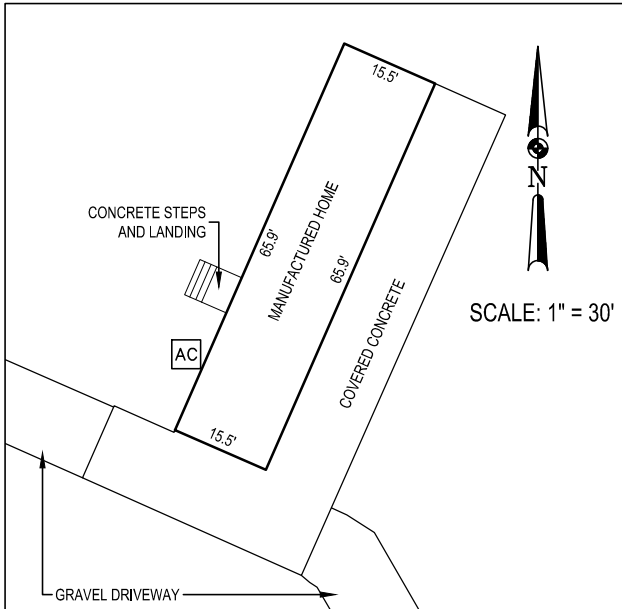


ADDRESS: 418 AMMANN ROAD
BOERNE, TX 78015

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S78° 03' 34"W	7.45'
L2	N88° 06' 20"W	318.70'
L3	N44° 35' 20"W	20.60'

LEGEND

- P.O.B. POINT OF BEGINNING
- O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS
- O.R.K.C.T. OFFICIAL RECORDS, KENDALL COUNTY, TEXAS
- D.R.K.C.T. DEED RECORDS, KENDALL COUNTY, TEXAS
- FT DIMENSIONAL FENCE TIE
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE SPECIFIED)
- ⊙ FOUND 4" PIPE POST
- ⊙ FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "ACES"
- AC A/C PAD
- E ELECTRIC BOX & KEYPAD
- E ELECTRIC METER ON POLE
- ⊘ UTILITY POLE
- ⊘→ UTILITY POLE WITH GUY WIRE
- ⊗ TRANSMISSION TOWER
- W WELL
- W WATER VALVE
- W WATER MANHOLE
- BOLLARD POST
- S TRAFFIC SIGN
- U UTILITY MARKER POST
- MB MAILBOX
- OELx --- ELECTRIC (OVERHEAD)
- X --- WIRE FENCE
- ○ --- CHAIN-LINK FENCE
- □ --- PIPE FENCE



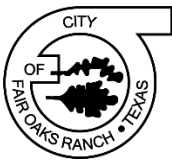
I HEREBY CERTIFY TO OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WICKLEY HOMES, LLC, DELAWARE LIMITED LIABILITY COMPANY, AND BRIM BOERNE RANCH LLC, A WASHINGTON LIMITED LIABILITY COMPANY:

THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY, AND CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION IV LAND TITLE SURVEY. FIELD WORK ORIGINALLY PERFORMED IN 2016 AND CONFIRMED ON JANUARY 30, 2024.

Kyle L. Pressler

KYLE L. PRESSLER DATE: FEBRUARY 1, 2024
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6528
KYLE.PRESSLER@MATKINHOOVER.COM
JOB NO. 18-4085 344.6 ACRES





7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015

PH: (210) 698-0900.FAX: (210) 698-3565. awade@fairoaksranchtx.org www.fairoaksranchtx.org**UNIVERSAL APPLICATION (FORM UA)**

All applications must be submitted with:

(1) A complete **Universal Application** form (2 pages), and(2) A complete **Specific Application Form** with all materials listed in the checklist for the specific application.

The City staff is available to assist you in person at City Hall or over the phone at (210) 698-0900.

DEVELOPMENT INFORMATIONProject Name/Address/Location: Post Oak/ 418 Ammann Rd Acreage: +/- 344.6Brief Description of Project: Residential SubdivisionIs property platted? ☒ No ☐ Yes Subdivision name: _____ No. of Lots +/-278Recordation #: _____ Parcel(s) Tax ID#: 11782Existing Use: Undeveloped Proposed Use: Single family residential subdivisionCurrent Zoning: Rural Residential Proposed Zoning: Neighborhood Residential

Occupancy Type: _____ Sq. Ft: _____ Bed #: _____ Bath #: _____ Car Garage #: _____

Water System ☐ Well ☒ Public Flood Zone: ☐ Yes ☒ No Sewer System: ☒ Septic ☐ Public**PROPERTY OWNER INFORMATION**Owner: BMRK Boerne Ranch, LLC Contact Name: James StockhausenAddress: 160Newport Center Drive, Suite 240 City/State/ZIP: Newport Beach, CA 92660Phone: (949) 333-0328 Email: james.stockhausen@readycapital.com**APPLICANT INFORMATION**Applicant/Developer: Brown & McDonald, PLLC Contact Name: Caroline McDonaldAddress: 100 NE Loop 410 Ste 1385 City/State/ZIP: San Antonio, TX 78216Phone: (210) 429-7931 Email: caroline@brownmcdonaldlaw.com**KEY CONTACT INFORMATION**Name of the Individual: Brown & McDonald PLLC Contact Name: Caroline McDonaldAddress: 100 NE Loop 410 Ste 1385 City/State/ZIP: San Antonio, TX 78216Phone: (210) 429-7931 E-mail: caroline@brownmcdonaldlaw.comSignature: Caroline McDonald Digitally signed by Caroline McDonald
Date: 2024.12.12 16:43:48 -06'00' Date: _____Print Name: Caroline McDonald

(Signed letter of authorization required if the application is signed by someone other than the property owner)

*******OFFICE USE ONLY*******

DATE REC'D: _____ BY: _____

FEES PAID: _____ APPROVED BY: _____

DATE APPROVED: _____

APPLICATION/PERMIT NO: _____ EXP DATE: _____

Applications shall be processed based on the City's official submission dates. When a completed application packet has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda.

EXHIBIT A**SPECIFIC APPLICATION FORM (S1-S25).** Please check the appropriate type below:**Land Use Policy Related**

(Section 3.9 of the UDC)

☒ Annexation* - Form S1☒ Comprehensive Plan Amendment (Text)☐ Unified Development Code (UDC) Text Amendment☒ Rezoning/ FLUM amendment* - Form S2☐ Special Use Permit* - Form S3☐ Planned Unit Development (PUD)* - Form S4☐ Development Agreement☐ Conservation Development Alternative* (CDA) (Section 4.8) - Form S5**Subdivision and Property Development Related**

(Section 3.8 of the UDC)

☐ Amending Plat* - Form S6☐ Minor Plat* - Form S7☐ Development Plat* - Form S8☐ Concept Plan** - Form S9☐ Preliminary Plat* - Form S10☐ Final Plat* - Form S11☐ Replat* - Form S12☐ Construction Plans* - Form S13☐ Vacating Plat☐ Plat Extension**Site Development Related**

(Section 3.9 of the UDC)

☐ Vested Rights Verification Letter (Refer to UDC Section 4.2 (3))☐ Zoning Verification Letter☐ Written Interpretation of the UDC☐ Temporary Use Permit* - Form S14☐ Special Exception* - Form S15☐ Site Development Permit* (Site Plan Review) - Form S16☐ Floodplain Development Permit* - Form S17☐ Stormwater Permit* - Form S18☐ Certificate of Design Compliance* - Form S19

Appeal of an Administrative Decision

☐ Zoning ☐ Others

Variance

☐ Policy ☐ Judicial* - Form S20☐ Sign Special Exception/Appeal to an Administrative Decision☐ Administrative Exception☐ Permit for Repair of Non-Conforming Use/Building☐ Letter of Regulatory Compliance☐ On-Site Sewage Facility Permit (OSSF)☐ Certificate of Occupancy (CO)* - Form S21☐ Relief from Signage Regulations☐ Group Living Operation License* - Form S22☐ Grading/Clearing Permit - Form S23**Miscellaneous Permits**☐ Appeal of Denial of Sign Permit☐ Master/ Common Signage Plan* - Form S24☐ Right-of-Way Construction* - Form S25**Building Permits Related**

For the following permits, please visit:

<http://fairoaksranchtx.org/77/Building-Codes>**Commercial**

New/Remodel/Addition

Residential

New Home

Remodels/Additions

Detached Buildings

Others

Fence

Solar Panels

Swimming Pools

Backflow Device/Irrigation System

Signs

Master/ Common Signage Plan

Water Heater or Water Softener

Miscellaneous

*These types of applications require additional information as listed in the Specific Application Form.

** The Concept Plan is required for PUD and CDA, and for Rezoning if included in a previously approved Concept Plan.

Application Checklist for all Applications☒ Universal Application Form (Form UA).☒ Items listed in the checklist for the Specific Application Form (Form S#) ¹. (Please make sure the boxes are checked)☒ Application Processing Fees and other application fees.☒ Letter of intent explaining the request in detail and reason for the request.☒ Signed Letter of Authorization required if the application is signed by someone other than the property owner.☒ Site plan and shapefile drawings (if applicable) for the property☒ Location map clearly indicating the site in relation to adjacent streets and other landmarks☒ A copy of proof of ownership (recorded property deed or current year tax statements)¹For items that are duplicated in the specific type of application, only one copy is required.



City of Fair Oaks Ranch

7286 Dietz Elkhorn Fair Oaks Ranch, TX 78015

PH: (210) 698-0900 FAX: (210) 698-3565 awade@fairoaksranchtx.org www.fairoaksranchtx.org

S1 SPECIFIC APPLICATION FORM - ANNEXATION

All documents shall be sent via email or through ShareSync/FTP file. The following steps must be completed, and the items must be submitted for the application to be deemed complete and processed.

- Pre-Application Conference prior to application submittal.
- A completed Universal Application and checklist signed by the owner/s of the property.
- Concept plan approval (if required).
- Municipal Annexation Plan in conformance with the Unified Development Code (UDC).
- A title report.
- Payment of all other applicable fees (see Schedule of Fees).
- A copy of the legal description (metes and bounds) of the area encompassing the annexation request. If the property is platted, a copy of the plat should be provided.
- Location/vicinity map showing the location and boundaries of the annexation. Indicate scale or not to scale (NTS) and provide north arrow.
- Letter of Intent explaining the annexation request in detail, reason for the request, the designation of Extraterritorial Jurisdiction (ETJ), the area of the newly annexed territory and how the annexation meets the goals and objectives of the Comprehensive Plan.
- A brief description of each municipal ordinance that would be applicable as authorized by Section 212.003 of the LGC.
- Tax certificate/s showing that all taxes owing to the State, County, School District, City and/or any other political subdivision have been paid in full to date.
- Acknowledgement that the sign posted by the City on the property fifteen (15) days prior to the public hearing will be maintained until the zone change is heard at the public hearing.

December 12, 2024

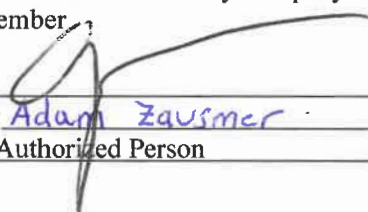
City of Fair Oaks Ranch
City Manager
Scott Huizenga
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

Re: Representation in Connection with the Annexation, Plan Amendment, Zoning, Development Agreements, and Public Improvement Districts for +/- 344.62 Acres Generally Located at the West and South Corner of Ammann Road, Fair Oaks Ranch, Texas (the "**Subject Property**").

This letter hereby authorizes Brown & McDonald, PLLC, to act as an authorized agent for all annexation, plan amendment, zoning, development agreements, and public improvements districts for BRMK BOERNE RANCH, LLC the property owner of the Subject Property.

BRMK BOERNE RANCH, LLC,
a Washington limited liability company

By: BRMK MANAGEMENT SPE JP, LLC
a Delaware limited liability company
Its: Member,

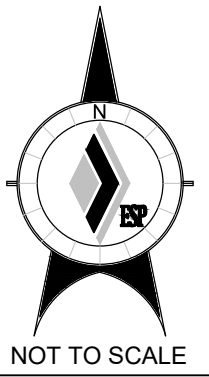
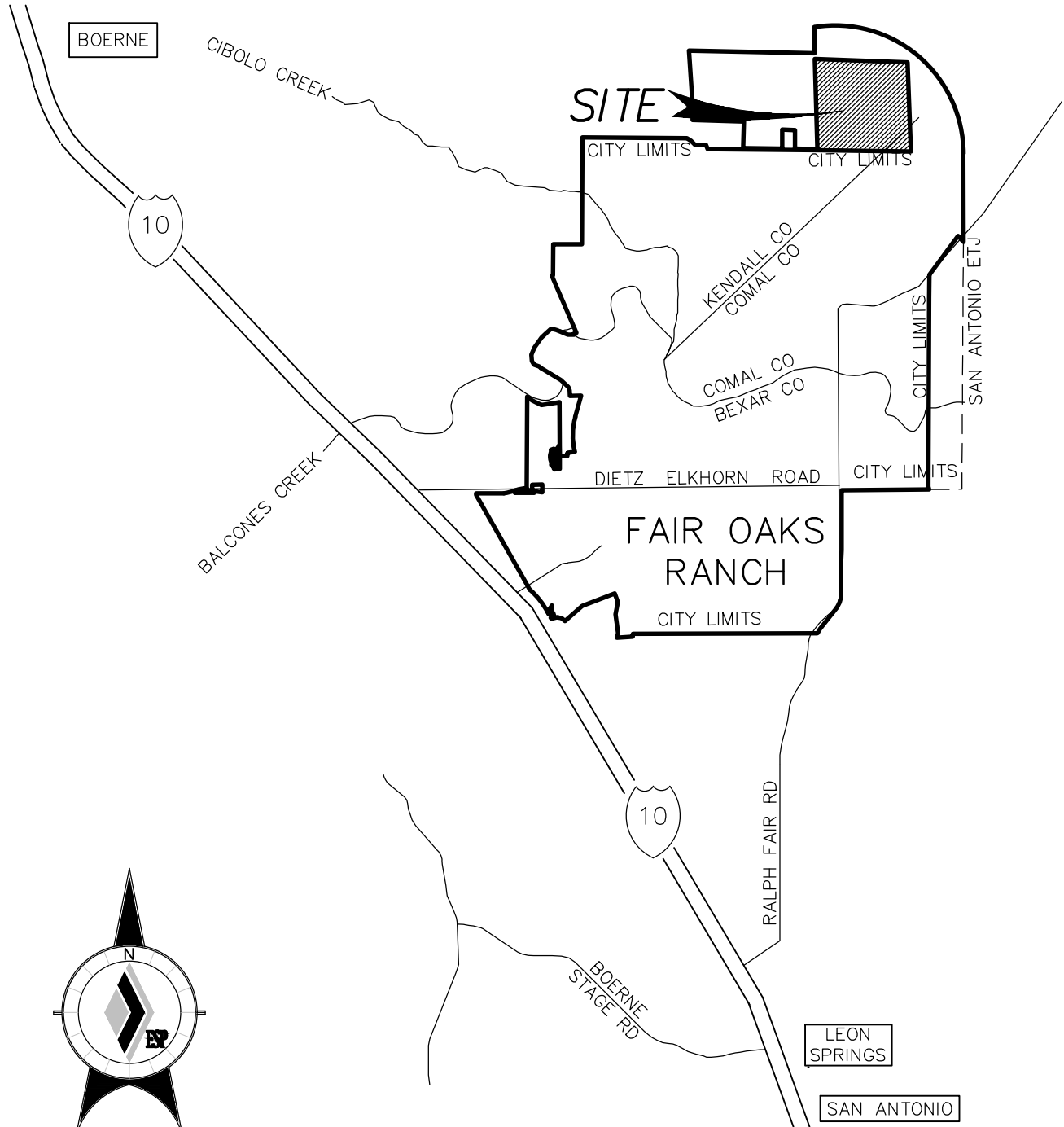
By: 
Name: Adam Zausmer
Title: Authorized Person

State of New York §
County of New York §

Before me, the undersigned authority, a notary public for the State of New York, on this day personally appeared Adam Zausmer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal office, this the 12th day of December, 2024.

INDHIRA P CASTILLO
Notary Public, State of New York
Ren. No. 01CA6412071
Qualified in New York County
Commission Expires 12-14-2024



Dec 11, 2024 - 5:24pm
R:\35-00461\Engineering\Map Exhibit.dwg



ESP Associates, Inc.
12940 Country Pkwy
San Antonio, TX 78216
(210) 349-3271
TBPE FIRM #17252
www.espassociates.com

LOCATION MAP EXHIBIT

POST OAK SUBDIVISION

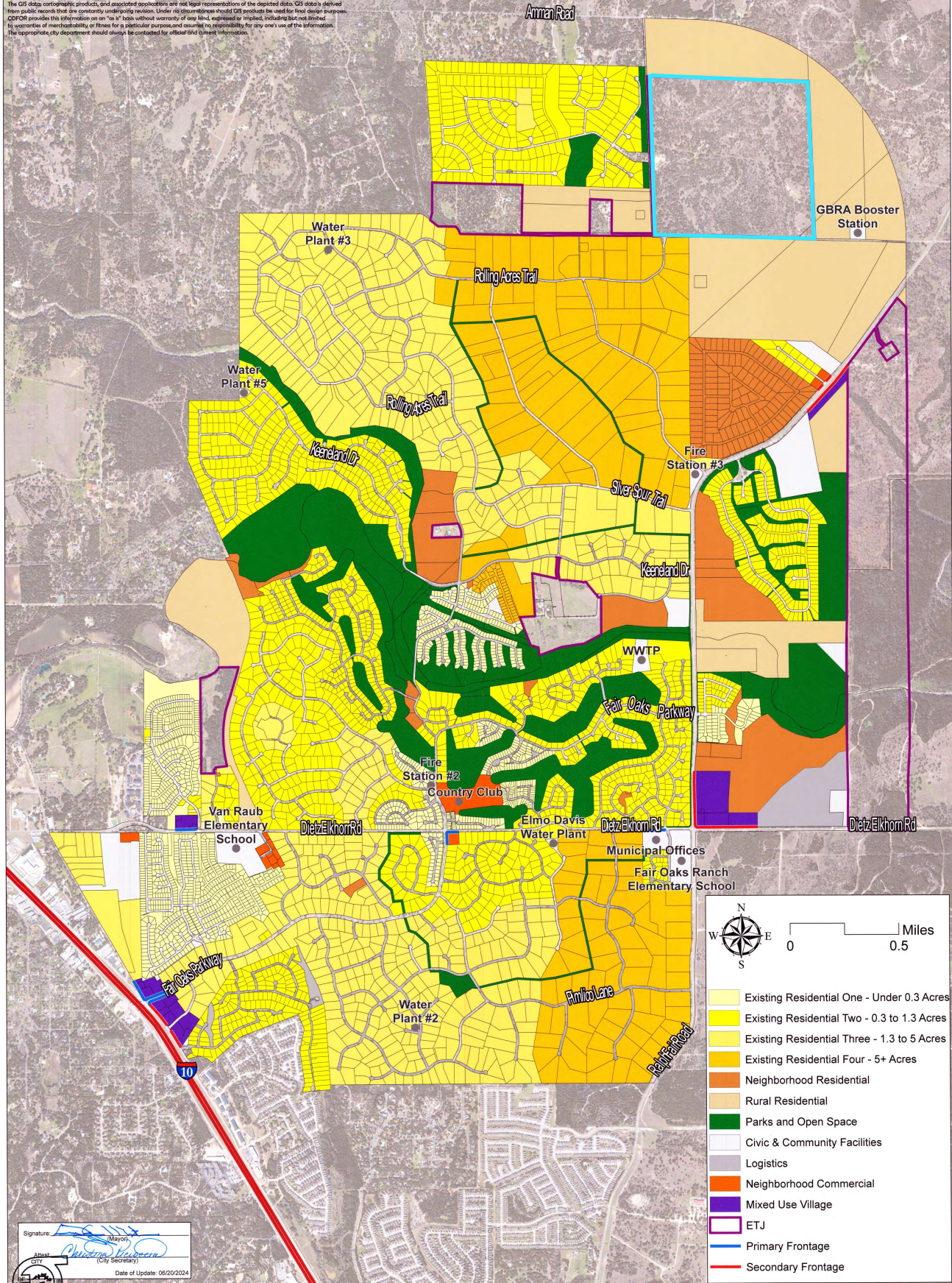
PROJ No. 24-01658

DATE: DEC 11, 2024

EXHIBIT A

City of FAIR OAKS RANCH ZONING MAP

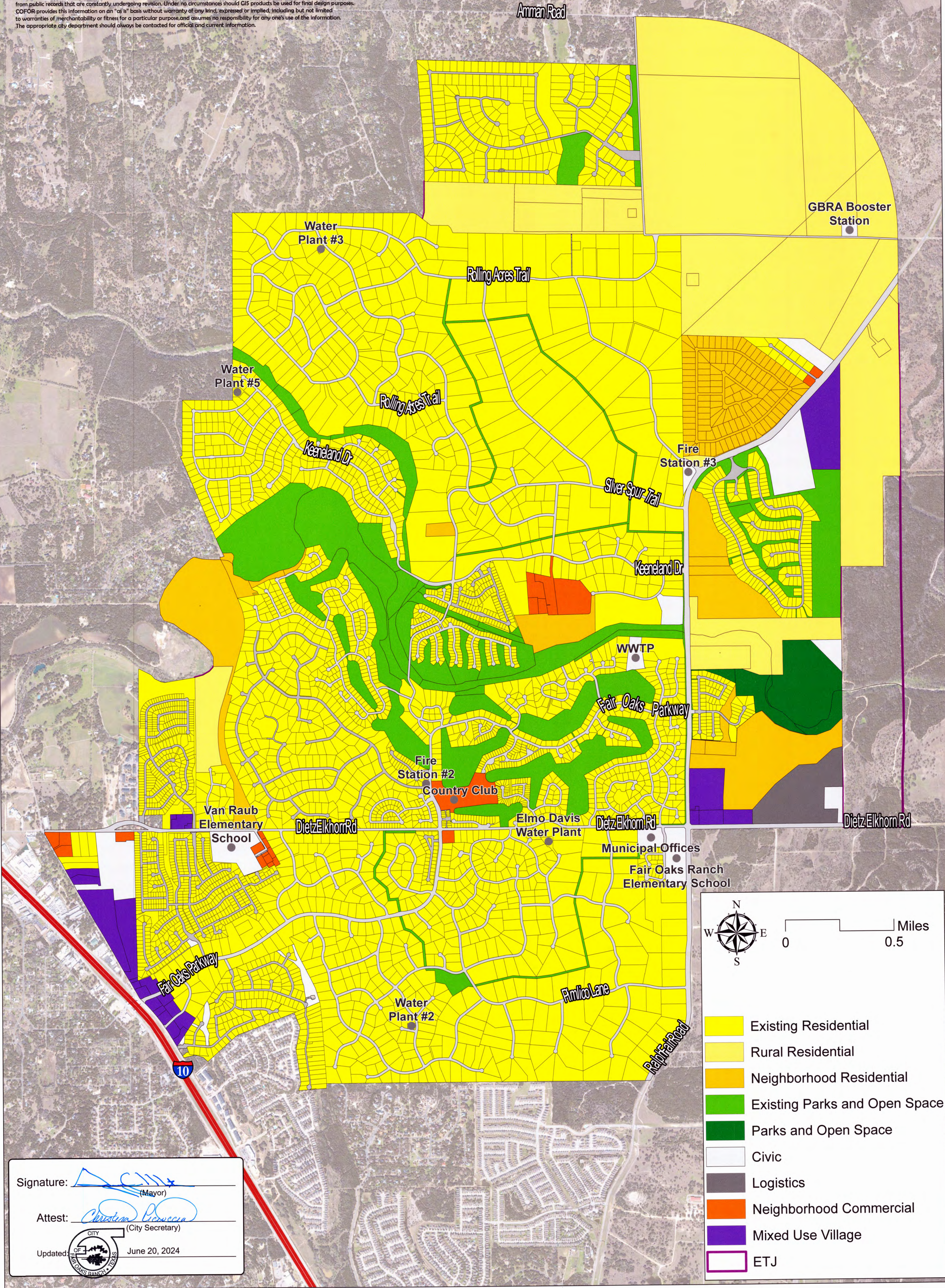
Disclaimer:
The City of Fair Oaks Ranch/COPOR does not guarantee the accuracy, adequacy, completeness, or usefulness of any information.
COPOR does not warrant the completeness, timeliness, or impartiality, thematic, and attribute accuracy of the GIS data.
The GIS data cartographic products and associated applications are not legal representations of the depicted data. GIS data is derived from public records that are constantly undergoing revision. Under no circumstances should GIS products be used for final design purposes.
COPOR provides this information on an "as is" basis without warranty of any kind, expressed or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose and assuming no responsibility for any one's use of the information.
The appropriate city department should always be contacted for official and current information.



City of FAIR OAKS RANCH

FUTURE LAND USE MAP (FLUM)

Disclaimer:
The City of Fair Oaks Ranch (COFOR) does not guarantee the accuracy, adequacy, completeness, or usefulness of any information. COFOR does not warrant the completeness, timeliness, or positional, thematic, and attribute accuracy of the GIS data. The GIS data, cartographic products, and associated applications are not legal representations of the depicted data. GIS data is derived from public records that are constantly undergoing revision. Under no circumstances should GIS products be used for final design purposes. COFOR provides this information on an "as is" basis without warranty of any kind, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose and assumes no responsibility for any one's use of the information. The appropriate city department should always be contacted for official and current information.



WHEN RECORDED RETURN TO:

Munsch Hardt Kopf & Harr, P.C.
500 N. Akard St., Suite 3800
Dallas, TX 75201
Attn: Macy D. Smith

FORECLOSURE SALE DEED

STATE OF TEXAS §
§
COUNTIES OF COMAL AND KENDALL §

Deed of Trust, Security Agreement and Fixture Filing with Assignment of Leases and Rents (as amended, restated, modified, supplemented or assigned, the **"Deed of Trust"**):

Dated: March 6, 2019

Grantor: BOERNE RANCH ESTATES, LLC, a Texas limited liability company

Beneficiary: BRMK BOERNE RANCH LLC, a Washington limited liability company, successor in interest by assignment to BRMK LENDING, LLC, a Delaware limited liability company, successor in interest by merger to BRELF II, LLC, a Washington limited liability company

Original Trustee: Silver Star Title, LLC dba Sendera Title

Recorded: March 8, 2019, under Comal County Clerk's Instrument# 201906008026, in the Official Public Records of Comal County, Texas and under Kendall County Clerk's Doc# 00328857, Volume 1680, Page 14, in the Official Public Records of Kendall County, Texas

Secures: Promissory Note dated of even date with the Deed of Trust, in the original principal amount of \$19,578,610.00, executed by Grantor (as amended, restated, modified, supplemented or assigned, the "Note")

Beneficiary's Address: c/o Broadmark Management, Corp.
1420 Fifth Avenue, Suite 2000
Seattle, Washington 98101

Property: The real property described in Exhibit A, together with all hereditaments, privileges, reversions, remainders, development rights and audits, air rights, appurtenances, easements and rights thereto, of every kind and nature, or used in connection therewith or as a means of access thereto, together with all right, title and interest that Grantor now has or may hereafter acquire in the following and any proceeds thereof: all income, rents, royalties, revenues, issues, profits and proceeds from any and all of such real property; all equipment, machinery, inventory, fixtures, fittings, appliances, and other tangible and intangible property and rights thereto described in the Deed of Trust, or related security agreements.

Substitute Trustee Troy Martin, Deborah Martin, Alexis Martin, Cassie Martin, Terri Martin, Deanna Ray, Shelby Martin, Martha Rossington, T. Reynolds Rossington, Kevin Key or Jay Jacobs

Substitute Trustee's Address c/o Munsch Hardt Kopf & Harr, P.C.
500 N. Akard St., Suite 3800
Dallas, TX 75201
Attn: Macy D. Smith

Foreclosure Sale: (the "Foreclosure Sale")

Date: Tuesday, March 7, 2023

Time: The Foreclosure Sale will take place between the hours of 10:00 a.m. and 1:00 p.m. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 a.m., local time.

Place: The northeast porch of the historic Comal County Courthouse, 100 Main Plaza, New Braunfels, TX 78130 (or another location as designated by the Comal County Commissioners Court pursuant to § 51.002 of the Texas Property Code)

Grantee: BRMK BOERNE RANCH LLC, a Washington limited liability company

Grantee's Mailing Address: c/o Broadmark Management, Corp.
1420 Fifth Avenue, Suite 2000
Seattle, Washington 98101

Purchase Price (Credit Bid) \$24,599,072.49

RECITALS:

By the Deed of Trust, Grantor conveyed to Original Trustee the Property for the purposes of securing and enforcing payment of, among other things, the Note. Beneficiary is the owner and holder of the Note and of all liens and security interests, assignments and encumbrances securing them, including, without limitation, those under the Deed of Trust.

A default occurred and is continuing in the payment of the obligations under the Note and the Deed of Trust and was not remedied. Beneficiary accelerated the unpaid balance of the Note, and, as a result, the Note became fully due and payable, and the same remains due and payable as of the date hereof.

Beneficiary requested that Substitute Trustee sell the Property, as authorized by and provided in the Deed of Trust, to enforce the trust due to the occurrence of the foregoing events and sell the Property at the Foreclosure Sale.

Notices stating the time, place, and terms of the Foreclosure Sale were posted and filed, and Beneficiary, acting through its agent, served notice of the Foreclosure Sale to Grantor as required by the Texas Property Code. In accordance with that statute and the Deed of Trust, Substitute Trustee sold the Property to Grantee, who was the highest bidder at the Foreclosure Sale for the Purchase Price, which payment, in accordance with applicable law and the terms of the Deed of Trust, was made by crediting the Purchase Price against a portion of the outstanding indebtedness secured by the Deed of Trust. Since the Property is located in both Comal County, TX and Kendall County, TX, Beneficiary instructed Substitute Trustee to conduct the Foreclosure Sale in Comal County, TX.

CONVEYANCE:

Substitute Trustee, subject to any prior liens and other exceptions to conveyance and warranty contained in the Deed of Trust, and for the Purchase Price as consideration, grants, sells, and conveys the Property to Grantee, "AS IS," together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Substitute Trustee binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the prior liens and other exceptions to conveyance and warranty in the Deed of Trust.

[SIGNATURE PAGE FOLLOWS]

WITNESS MY HAND this 13th day of March, 2023.

Cassie Martin

Troy Martin, Deborah Martin, Alexis Martin, Cassie
Martin, Terri Martin, Deanna Ray, Shelby Martin,
Martha Rossington, T. Reynolds Rossington, Kevin Key
or Jay Jacobs
c/o Munsch Hardt Kopf & Harr, P.C.
500 North Akard Street, Suite 3800
Dallas, Texas 75201
Attn: Macy D. Smith

STATE OF TEXAS §
 §
COUNTY OF Comal §

I, the undersigned Notary Public, do hereby certify that Troy Martin, Deborah Martin, Alexis Martin, Cassie Martin, Terri Martin, Deanna Ray, Shelby Martin, Martha Rossington, T. Reynolds Rossington, Kevin Key or Jay Jacobs personally appeared before me this day and acknowledged that he/she is the Substitute Trustee duly appointed by Beneficiary, and that by authority duly given, he/she executed the foregoing instrument in the above mentioned capacity, for the purposes and consideration set forth therein.

WITNESS my hand and official seal this the 13th day of March, 2023.

Lucas Ewing Belan

Notary Public, State of Texas
Commission Expires: 11/08/2024
Printed Name: Lucas Ewing Belan

Exhibit A: Real Property Description

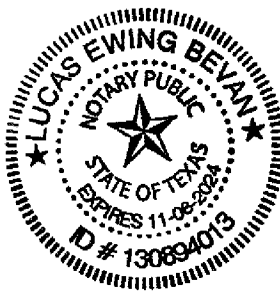


EXHIBIT A

REAL PROPERTY DESCRIPTION

A 344.6 acre tract of land, out of the David Bradbury Survey No. 214, Abstract 33, Kendall County, Texas and the David Bradbury Survey No. 214, Abstract 989, Comal County, Texas and being all of a called 344.979 acre tract of land as conveyed to R.W. Pfeiffer Properties, L.L.C., of record in Volume 1190 Page 114 of the Official Records of Kendall County, Texas. Said 344.6 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod in the apparent east right-of-way line of Ammann Road, no record found, at the southwest corner of a called 131.013 acre tract as described in Volume 113 Page 834 of the Deed Records of Kendall County, Texas, for the northwest corner of said 344.979 acre tract and the tract described herein;

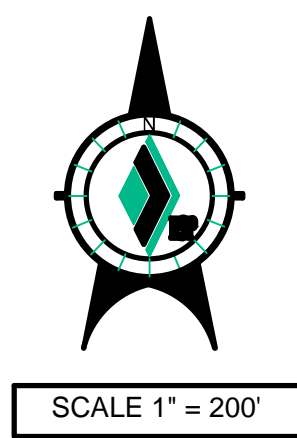
THENCE: S $88^{\circ} 15' 20''$ E, with the common line between said 131.013 acre tract and said 344.979 acre tract, a distance of 3926.35 feet to a found 4" pipe fence post at the southeast corner of said 131.013 acre tract, in the west line of a called 140.452 acre tract of land as described in Volume 113 Page 836 of the Deed Records of Kendall County, Texas, in the west line of a called 114.9 acre tract of land as described in Volume 1195 Page 423 of the Official Records of Kendall County, Texas, for the northeast corner of said 344.979 acre tract and the tract described herein;

THENCE: S $02^{\circ} 11' 22''$ E, with the common line between said 114.9 acre tract and the 344.979 acre tract, at 637.60 feet a found $\frac{1}{2}$ " iron rod for the southwest corner of said 114.9 acre tract, and continuing with the common line between said 140.452 acre tract and said 344.979 acre tract, a total distance of 3820.91 feet to a found $\frac{1}{2}$ " iron rod in the apparent north right-of-way line of Ammann Road, no record found, at the southwest corner of said 140.452 acre tract, at the southeast corner of said 344.979 acre tract and for the southeast corner of the tract described herein;

THENCE: With the apparent north and east right-of-way lines of Ammann Road, and the south and west lines of said 344.979 acre tract, the following ten (10) courses:

1. S $78^{\circ} 03' 34''$ W, a distance of 7.45 feet to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
2. N $88^{\circ} 26' 20''$ W, a distance of 522.50 feet to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
3. N $88^{\circ} 06' 20''$ W, a distance of 318.70 feet to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
4. N $87^{\circ} 19' 20''$ W, a distance of 923.90 feet to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
5. N $89^{\circ} 33' 20''$ W, a distance of 727.10 feet to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
6. S $89^{\circ} 45' 40''$ W, a distance of 830.80 feet to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
7. S $89^{\circ} 42' 40''$ W, a distance of 587.60 feet to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
8. N $44^{\circ} 35' 20''$ W, a distance of 20.60 feet to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein,
9. N $01^{\circ} 59' 20''$ W, a distance of 1933.70 feet to a found $\frac{1}{2}$ " iron rod with a yellow plastic cap stamped "ACES" for an angle of the tract described herein, and
10. N $02^{\circ} 09' 20''$ W, a distance of 1926.20 feet to the POINT OF BEGINNING and containing 344.6 acres of land, more or less situated in both Kendall & Comal County, Texas.

POST OAK SUBDIVISION PHASING AND LOT COUNTS	
PHASE	NUMBER
1	72
2	71
3	72
4	63
TOTAL	278



SERVICE AGREEMENT CITY OF FAIR OAKS RANCH, TEXAS

SERVICE AGREEMENT FOR THE ANNEXATION OF THE AMMANN RD PROPERTY

(This is a draft, subject to negotiations between the Applicant and the City)

Upon annexation of the area identified in the attached Exhibit A, the City of Fair Oaks Ranch will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF ANNEXATION

1. **Police Protection**

The City of Fair Oaks Ranch, Texas and its Police Department will provide police protection to newly annexed areas at the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed areas. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed areas.

2. **Solid Waste Collection**

Solid waste collection services will be provided to the annexed areas through the City's existing facilities or through franchise agreements with private services at the same or similar level of service now being provided to other areas of the City with like topography, land use and density as those found within the newly annexed areas. Customers in the annexed area may elect to continue using a private solid waste management service provider for a period of two years after the effective date of annexation.

3. **Maintenance of Roads and Streets**

The City will provide for maintenance of public streets and alleys that have been dedicated or will be dedicated and accepted by the City in the future. Any private roads will remain under the ownership of the property owner.

4. **Other Services**

The City of Fair Oaks Ranch, Texas finds and determines that other municipal services will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the newly annexed areas.

LEVEL OF SERVICE

Nothing in this agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

EXHIBIT A

SERVICE AGREEMENT FOR THE ANNEXATION OF THE AMMANN RD PROPERTY

Agreed to on this the _____ day of _____, 2024 by the following parties subject to acceptance by the City Council of the City of Fair Oaks Ranch.

City of Fair Oaks Ranch:

Property Owner:

Attest:

City Secretary

DRAFT

EXHIBIT A

SERVICE AGREEMENT FOR THE ANNEXATION OF THE AMMANN RD PROPERTY

EXHIBIT "A"

Survey of Property / Legal Description

DRAFT

APPLICABLE MUNICIPAL ORDINANCES

The municipal ordinances applicable to this annexation are the subject of ongoing negotiations between the Annexation Applicant and the City of Fair Oaks Ranch. Once confirmed, the applicable municipal ordinances will be included in future agreements concerning the Subject Property.

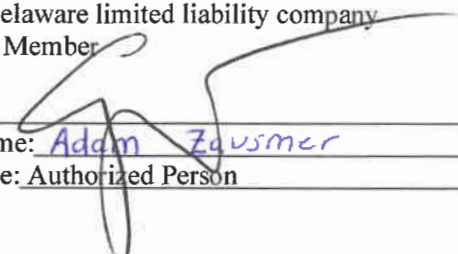
Acknowledgement

December 12, 2024

BRMK BOERNE RANCH, LLC acknowledges that the sign shall be posted by the City on the property fifteen days prior to the public hearing will be maintained until the zone change is heard at the public hearing.

BRMK BOERNE RANCH, LLC,
a Washington limited liability company

By: BRMK MANAGEMENT SPE JP, LLC
a Delaware limited liability company
Its: Member

By: 
Name: Adam Zausmer
Title: Authorized Person

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401



Commitment For Title Insurance

Issued through the Office of:

Corridor Title LLC

171 Benney Ln

Dripping Springs, TX 78620

Phone: 512-894-0187

EXHIBIT A




COMMITMENT FOR TITLE INSURANCE Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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 (Old Republic National 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 B and 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.

Issued through the Office of: CORRIDOR TITLE LLC



Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

EXHIBIT A

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **February 25, 2024, 8:00 am**

GF No. **23-2853-CH**

Commitment No. _____, issued **March 1, 2024, 8:00 am**

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: **\$23,250,000.00**
PROPOSED INSURED: **Weekley Homes, LLC, Delaware limited liability company**
- 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:
BRMK Boerne Ranch LLC, a Washington limited liability company

EXHIBIT A

Continuation of Schedule A

GF No. **23-2853-CH**

4. Legal description of land:

Being a 344.6 acre tract of land, more or less, out of the David Bradbury Survey No. 214, Abstract 33, Kendall County, Texas and the David Bradbury Survey No. 214, Abstract 989, Comal County, Texas and being all of a called 344.6 acre tract of land as described of record in Document No. 2023-378661 of the Official Records of Kendall County, Texas, and in Document No. 202306009264, corrected in 202306009477, of the Official Public Records of Comal County, Texas. Said 344.6 acre tract being more particularly described by metes and bounds in Exhibit "A" attached hereto.

NOTE: The company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.

EXHIBIT A

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):

DELETED

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner'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 **2024**, 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.):

EXHIBIT A

Continuation of Schedule B

GF No. 23-2853-CH

- a. **Rights of parties in possession. (Owner's Policy Only)** This exception may be deleted at the request of the proposed insured, upon a physical inspection by the Title Company and payment of its reasonable and actual costs thereof.
- b. **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.
- c. **Intentionally deleted.**
- d. **Rights of tenants in possession under unrecorded leases or rental agreements.**
- e. **All conveyances, contracts, deeds, reservations, exceptions, limitations, leases, and similar interests in or to any geothermal energy and associated resources below the surface of land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not, all as provided by Section 2703.056 (a) of the Texas Insurance Code.**
- f. **Intentionally deleted.**
- g. **Easement executed by Russell W. Pfeiffer, to Guadalupe-Blanco River Authority, a conservation, dated July 21, 2004, recorded in Document No. [200406034412](#), of the Official Records of Comal County, Texas, and in [Volume 880, Page 51](#), of the Official Records of Kendall County, Texas.**
- h. **Easement executed by R. W. Pfeiffer Properties, L.L.C., a Texas limited liability company, to Pedernales Electric Cooperative, Inc., dated March 2, 2015, recorded in [Volume 1463, Page 269](#), of the Official Public Records of Kendall County, Texas.**
- i. **Terms, conditions, and stipulations in that certain The Reserve at Fair Oaks Ranch Development Agreement, by and between the City of Fair Oaks Ranch, a Texas General Law Type A city and R.W. Pfeiffer Properties, LLC, a Texas limited liability company and/or assigns, as recorded in Document No. [201406011766](#), of the Official Public Records of Comal County, Texas, and in [Volume 1411, Page 587](#), of the Official Public Records of Kendall County, Texas.**
- j. **Terms, conditions, and stipulations in that certain Comprehensive Settlement and Release Agreement, by and between the City of Fair Oaks Ranch and R.W. Pfeiffer Properties, LLC, filed in Cause No. 2016-CI-05444, in the District Court of Bexar County, Texas, and as recorded in Document No. [2021-360011](#), of the Official Public Records of Kendall County, Texas.**
- k. **Subject property lies within the boundaries of Cow Creek Groundwater District.**

EXHIBIT A

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 dated October 6, 2023, recorded in Document No. [202306032229](#), of the Official Public Records of Comal County, Texas, and in Document No. [2023-383980](#), of the Official Public Records of Kendall County, Texas, executed by BRMK Boerne Ranch LLC, a Washington limited liability company to First American Title Insurance Company, Trustee(s), securing the payment of one note of even date therewith in the sum of \$22,275,000.00, payable to BRMK MANAGEMENT SPE JP, LLC, A DELAWARE LIMITED LIABILITY COMPANY.**

REQUIRE Full release of lien.

6. **Intentionally deleted.**
7. **This is a preliminary commitment only, and is subject to review and approval from Regional Underwriting. Upon receipt of same, additional requirements and/or exceptions may be made.**
8. **Subject property lies within the boundaries of Cow Creek Goundwater District and may be subject to taxes or special assessments as provided by law. Notice of inclusion of subject property in said district must be given, executed by buyer and seller, and must be filed of record.**
9. **We must be furnished with a properly executed Affidavit of Debts and Liens, executed by the record owner and/or seller.**
10. **We must be furnished with a properly executed Waiver of Inspection executed by the Purchaser(s).**
11. **This file must be updated prior to closing.**

12. If a durable power of attorney is to be used in this transaction:

- 1. Company requires an original power of attorney be provided that is suitable for filing of record, as required by Section 751.151 of the Texas Estates Code.**
- 2. The Agent under the Durable Power of Attorney shall provide an executed Certification of Durable Power of Attorney in a form acceptable to the underwriter.**
- 3. All documents in this transaction to be filed of record, including but not limited to any durable power of attorney used in this transaction, must wholly be in the English language, as required by Texas Property Code Section 11.002(a), in order to be filed in the real property records. If not wholly in the English language, company requires and requests a sworn English translation as described in Section 11.002, subparagraphs (b) or (c), of the Texas Property Code, suitable for filing of record.**

13. FOR INFORMATIONAL PURPOSES ONLY: The following conveyances involving the subject property were recorded within the last 24 months (or, if none, the most recent conveyance): Last conveyance found in Foreclosure Sale Deed recorded in Document No. [202306009264](#), corrected in [202306009477](#), of the Official Public Records of Comal County, Texas, and in Document No. [2023-378661](#), of the Official Public Records of Kendall County, Texas.

14. Company requires submission of following documentation to determine who has authority to act on behalf of BRMK Boerne Ranch, LLC.

- 1. a true and correct copies of the governing documents (including certificate of formation and company agreement), together with all amendments thereto,**
- 2. Documentation from the Secretary of State/Texas Comptroller evidencing that the limited liability company is in lawful existence or, if a foreign limited liability company, that the limited liability company is qualified to do business in the state of Texas and evidencing that the limited liability company is in good standing,**
- 3. if specific power of sale/mortgage is not specifically granted, Company will require consent of the governing authority provided in the certificate of formation and company agreement which authorize the subject transaction and designates, by name and office held, an authorized representative of the limited liability company to execute the closing documents on behalf of the limited liability company.**
- 4. In addition, if the LLC is a foreign limited liability company, obtain a Certificate of Status and Certificate of Good Standing from the appropriate governmental agencies of the state in which the limited liability company was created.**

15. Company requires submission of following documentation to determine who has authority to act on behalf of Weekley Homes, LLC.

- 1. a true and correct copies of the governing documents (including certificate of formation and company agreement), together with all amendments thereto,**
- 2. Documentation from the Secretary of State/Texas Comptroller evidencing that the limited liability company is in lawful existence or, if a foreign limited liability company, that the limited liability company is qualified to do business in the state of Texas and evidencing that the limited liability company is in good standing,**
- 3. if specific power of sale/mortgage is not specifically granted, Company will require consent of the governing authority provided in the certificate of formation and company agreement which**

EXHIBIT A

Continuation of Schedule C

GF No. **23-2853-CH**

authorize the subject transaction and designates, by name and office held, an authorized representative of the limited liability company to execute the closing documents on behalf of the limited liability company.

4. In addition, if the LLC is a foreign limited liability company, obtain a Certificate of Status and Certificate of Good Standing from the appropriate governmental agencies of the state in which the limited liability company was created.

16. **FOR INFORMATIONAL PURPOSES ONLY:** The Texas Department of Insurance Rules and Regulations do not provide for survey exception (B-2) modification on Commitments; however, an acceptable survey dated February 1, 2024, prepared by Kyle L. Pressler, Registered Professional Land Surveyor No. 6528, has been received and the Company will amend said exception to read "Shortages in Area" in the proposed Policy(ies) upon payment of all expenses in connection with the survey and any applicable premium, subject to no contradictory information being received prior to closing.

EXHIBIT A

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **23-2853-CH**

Effective Date: **February 25, 2024, 8:00 am**

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

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

DIRECTORS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CRAIG R. SMIDDY	JOHN M. DIXON	STEVE R. WALKER
MICHAEL D. KENNEDY	CHARLES J. KOVALESKI	LISA J. CALDWELL
JOHN ERIC SMITH	GLENN W. REED	FREDERICKA TAUBITZ
STEVEN J. BATEMAN	BARBARA ADACHI	SPENCER LEROY, III
PETER B. MCNITT		

OFFICERS OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

CAROLYN J. MONROE, President & CEO	CHRIS G. LIESER, Executive Vice President & CFO
CURTIS J. HOFFMAN, Executive Vice President	MARK M. BUDZINSKI, Executive Vice President
DANA C. SOLMS, Executive Vice President	BENEDICT CORBETT, Vice President & Treasurer
DANIEL M. WOLD, Executive Vice President, Secretary	IVY ANDERSON, Executive Vice President

Shareholders owning, controlling or holding, directly or indirectly, ten percent (10%) or more of the shares of Old Republic National Title Insurance Company: Old Republic Title Insurance Companies, Inc.-100%, a wholly owned subsidiary of Old Republic National Title Holding Company, a wholly owned subsidiary of Old Republic Title Insurance Group, Inc., a wholly owned subsidiary of Old Republic International Corporation.

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: CORRIDOR TITLE, LLC

- a. The names 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 are as follows:

Patrick M. Rose

- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows: None.

- c. The following persons are managers and officers of the Title Insurance Agent:

MANAGERS

Patrick M. Rose

OFFICERS

Patrick M. Rose, President
Jayne Heckmann, CFO

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

EXHIBIT A

Continuation of Schedule D

GF No. **23-2853-CH**

disclosed on the closing or settlement statement.

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

Owner's Policy	\$79,550.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	\$0.00
Total	\$79,550.00

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

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

EXHIBIT A

DELETION OF ARBITRATION PROVISION

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

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

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE

DATE

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, Exceptions and Exclusions.

IMPORTANT NOTICE
FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELEPHONE NUMBER

1-888-678-1700

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

AVISO IMPORTANTE
PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-888-678-1700

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

to obtain information on

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company
4. policy holder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF INSURANCE
P. O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 305-7426

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE TEXAS
P. O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 305-7426

EXHIBIT A

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 titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.</p> <p>El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.</p>
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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.

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 Requirements 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 1-888-678-1170 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. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company, 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.

- 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.

EXHIBIT A



OLD REPUBLIC TITLE

FACTS

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	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.
What?	<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">• Social Security number and employment information• Mortgage rates and payments and account balances• Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	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 Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or 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 non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

EXHIBIT A

Who we are

Who is providing this notice?

Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do

How does Old Republic 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. For more information, visit <https://www.oldrepublictitle.com/privacy-policy>

How does Old Republic Title collect my personal information?

We collect your personal information, for example, when you:

- Give us your contact information or show your driver's license
- Show your government-issued ID or provide your mortgage information
- Make a wire transfer

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 non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <https://www.oldrepublictitle.com/privacy-policy> for your rights under state law.

Definitions

Affiliates

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

¶ *Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.*

Non-affiliates

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

¶ *Old Republic Title does not share with non-affiliates so they can market to you*

Joint marketing

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

¶ *Old Republic Title doesn't jointly market.*

EXHIBIT A

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

EXHIBIT A



Privacy Policy Notice

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

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

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

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you. We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

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

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

Issued By:

Kendall Appraisal District
118 Market Avenue
Boerne, TX 78006

Property Information

Property ID: 11782 Geo ID: 1-0033-0214-0040
Legal Acres: 339.2970
Legal Desc: A10033 - SURVEY 214 D BRADBURY 339.297 ACRES
Situs: 418 AMMANN RD
DBA:
Exemptions:

Owner ID: 5400858 100.00%
BOERNE RANCH ESTATES LLC
4161 MCKINNEY AVENUE
SUITE 403
DALLAS, TX 75204

For Entities

BOERNE ISD
COW CREEK GROUNDWATER
KENDALL COUNTY

Value Information

Improvement HS:	0
Improvement NHS:	0
Land HS:	0
Land NHS:	3,933,480
Productivity Market:	0
Productivity Use:	0
Assessed Value	3,933,480

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
2024	COW CREEK GROUNDWATER	3,933,480	196.67	0.00	0.00	196.67
2024	BOERNE ISD	3,933,480	38,976.86	-389.76	0.00	38,587.10
2024	KENDALL COUNTY	3,933,480	15,053.42	-150.53	0.00	14,902.89
Totals:			54,226.95	-540.29	0.00	53,686.66

Effective Date: 12/10/2024

Total Due if paid by: 12/31/2024

53,686.66

Tax Certificate Issued for:	Taxes Paid in 2024
KENDALL COUNTY	0.00
BOERNE ISD	0.00
COW CREEK GROUNDWATER	0.00

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 12/10/2024
Requested By: BROWN & MCDONALD
Fee Amount: 10.00
Reference #:


Signature of Authorized Officer of Collecting Office

EXHIBIT A FEE RECEIPT

12/10/2024 3:34:01PM

Tax Office
Kendall Appraisal District 118 Market Avenue Boerne, TX 78006

Receipt Number	1057260
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Payer Name and Address
BROWN & MCDONALD ATTORNEY AT LAW 100 NE LOOP 410 SUITE #1385 SAN ANTONIO, TX 78216

Fee ID	Fee Description	Fee Date	Year	Amount Due	Amount Paid
27116	TAX CERTIFICATES	12/10/2024	2024	10.00	10.00

Operator	Batch ID	Batch Description	Date Paid	Payment Type	Total Paid
CINDYK	8703	CK121024	12/10/2024	P	10.00

Tender Type	Details	Description	Amount
Check	1354		10.00