



Douglas Cox, Chairman  
Stan Garrett, Vice Chairman  
Danielle Wendeburg, Commissioner  
Ray Balusek, Commissioner  
Don Tippit, Commissioner

710 E. San Augustine • P. O. Box 700 • Deer Park, Texas 77536 • (281) 479-2394 • Fax: (281) 478-7217

## PLANNING & ZONING COMMISSION

May 4, 2021

Honorable Mayor and City Council  
City of Deer Park  
P. O. Box 700  
Deer Park, Texas 77536

Honorable Mayor and Council:

On May 3, 2021, the Planning and Zoning Commission met for a public hearing to consider the request of Zhiyong Liu and Lin Lin to rezone 1812 Center Street TR 143A Deer Park Outlots from General Commercial (GC) to Office and Professional (OF) to build a Multi-Tenant building for general professional offices.

As a result of the hearing, the Planning and Zoning Commission would like to recommend the request be granted.

Respectfully submitted,



/s/ Douglas Cox  
Chairman  
Planning and Zoning Commission

March 16, 2021

Planning and Zoning Commission, City of Deer Park

Ladies and Gentlemen,

I am writing this letter to inform you that we are requesting to rezone 1812 Center Street of Deer Park from "General Commercial" to "Office and Professional" to build a Multi-Tenant building for General Professional Offices.

We see the needs for this type of office use and we also like to contribute to the growth of the City of Deer Park and make this location a potential magnet for people conducting business in Deer Park.

Attached is the conceptual rendition of the office building proposed.

If you have any questions, please do not hesitate to contact us.

Thank you very much,

A handwritten signature in black ink, appearing to be 'Zhiyong Liu', written over the text 'Thank you very much,'.

Zhiyong Liu

# CITY OF DEER PARK

## ReZoning



LN-000424-2021

PERMIT #: LN-000424-2021

ISSUED DATE: March 10, 2021

PROJECT:

EXPIRATION DATE:

PROJECT ADDRESS: 1812 CENTER ST

OWNER NAME: Zhlyong Liu

CONTRACTOR:

ADDRESS: 3318 Elmridge

ADDRESS:

CITY: HOUSTON

CITY:

STATE: TX

STATE:

ZIP:

ZIP:

PHONE:

### PROJECT DETAILS

PROPOSED USE:

SQ FT: 0

DESCRIPTION: Re-Zone Request From Gc To Office and Professional

VALUATION: \$ 0.00

### PERMIT FEES

TOTAL FEES: \$ 1,000.00

PAID: \$ 1,000.00

BALANCE: \$ 0.00

### ALL PERMITS MUST BE POSTED ON THE JOBSITE AND VISIBLE FROM THE STREET

#### NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 1 YEAR AT ANY TIME AFTER WORK IS STARTED. ALL PERMITS ARE SUBJECT TO THE FOLLOWING:

- ALL WORK MUST COMPLY WITH THE BUILDING, ELECTRICAL, PLUMBING, AND MECHANICAL CODES ADOPTED BY THE CITY OF DEER PARK AT THE TIME THE PERMIT IS ISSUED.
- IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO COMPLY WITH ALL STATE & FEDERAL DISABILITY REQUIREMENTS
- ENCROACHMENTS OF EASEMENTS AND RIGHT-OF-WAYS ARE NOT ALLOWED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT

DATE

APPROVED BY

DATE

TO SCHEDULE NEXT DAY INSPECTIONS CALL BY 4PM 281-478-7270  
ALL REINSPECTIONS ARE SUBJECT TO A \$45.00 REINSPECTION FEE

You can request a morning or afternoon inspection and we will do our best to accommodate you but there are no guarantees, it will depend on the volume of inspections scheduled that day.

710 E San Augustine Deer Park, TX 77536 Fax 281-478-0394  
[www.deerparktx.gov/publicworks](http://www.deerparktx.gov/publicworks)

**Application for Amendment  
to the  
City of Deer Park, Texas Zoning Ordinance**

To: City of Deer Park  
Planning & Zoning Commission

Date Submitted: 3/10/2021

(I and/or We) Zhiyong Liu & Lin Lin hereby make application for an amendment to the City of Deer Park Zoning Ordinance on the following described property (legal description):

0 W X Street , Deer Park , TX 77536

also known as

TR 143A ; Deer Park , Tx 77536 of

Approximately 34,508 sq ft Land

Currently zoned as Commercial Request to be zoned to Office/

Deed Restrictions on the above described property are as follows:

(I and/or We) \_\_\_\_\_ have paid the application fee of \$1,000.00 to the City of Deer Park City Secretary and a copy of the receipt is attached.

3/10/2021

Date



Property Owner's Signature

Owner's Designated Representative (if any)

Other Representative (if any)

A copy of the certificate of ownership or title is attached to the application



*First American  
Title Guaranty Company*

# Schedule A

## Owner Policy of Title Insurance (T-1)

ISSUED BY

**First American Title Guaranty Company**

POLICY NUMBER

**02304393**

Name and Address of Title Insurance Company:

**First American Title Guaranty Company, 1 First American Way, Santa Ana, CA 92701.**

File No.: 2304393-HO45

Date of Policy: 03/13/2018 at 8:20 AM

Address for Reference only: 0 W X St., Deer Park, Texas 77536

Amount of Insurance: \$340,000.00

Premium: \$2,205.00

1. Name of Insured:

Zhiyong Liu and Lin Lin

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is insured as vested in:

Zhiyong Liu and Lin Lin

4. The land referred to in this policy is described as follows:

BEING OUT OF AND A PART OF THE H. W. RAGLIN SURVEY, A-677, HARRIS COUNTY, TEXAS, AND BEING A PART OF OUTLOT 143 OF DEER PARK OUTLOTS, A SUBDIVISION RECORDED IN VOLUME 65, PAGE 177 OF THE HARRIS COUNTY DEED RECORDS; AND BEING A PORTION OF THAT CERTAIN CALLED 1.348 ACRE TRACT CONVEYED TO LAWTHER PARTNERSHIP BY W. D. LAWTHER BY DEED RECORDED IN HARRIS COUNTY CLERK'S FILE (HCCF) M450509 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND AT THE INTERSECTION OF THE NORTH LINE OF X STREET, BASED ON A WIDTH OF 80 FEET AND THE WEST LINE OF CENTER STREET, BASED ON A WIDTH OF 100 FEET, SAID POINT BEING THE SOUTHEAST CORNER OF OUTLOT 143, AND THE SOUTHEAST CORNER OF THE ABOVE MENTIONED CALLED 1.348 ACRE TRACT;

THENCE WEST ALONG THE NORTH LINE OF X STREET AND THE SOUTH LINE OF OUTLOT 143 AND THE SOUTH LINE OF THE CALLED 1.348 ACRE TRACT A DISTANCE OF 219.91 FEET TO A 5/8" IRON ROD W/CAP STAMPED "W E SMITH, RPLS 1982" FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH A DISTANCE OF 265.74 FEET TO A 5/8" IRON ROD W/ PLASTIC CAP FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 0.0392 ACRE TRACT REFERRED TO AS TRACT 5 IN DEED TO DEER PARK CENTERS, LTD., RECORDED IN HCCF T784940;

THENCE EAST ALONG THE SOUTH LINE OF THE CALLED 0.0392 ACRE TRACT A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE SAID 0.0392 ACRE TRACT

AND THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, SAID POINT FALLING IN THE WEST LINE OF A CALLED 1.289 ACRE TRACT REFERRED TO AS TRACT 4 IN DEED TO DEER PARK CENTERS, LTD., RECORDED IN HCCF T784940;

THENCE SOUTH ALONG THE WEST LINE OF THE CALLED 1.289 ACRE TRACT A DISTANCE OF 140.88 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE CALLED 1.289 ACRE TRACT;

THENCE EAST ALONG THE SOUTHERNMOST LINE OF THE CALLED 1.289 ACRE TRACT A DISTANCE OF 170.00 FEET TO AN "X" FOUND IN CONCRETE FOR THE SOUTHEAST CORNER OF THE CALLED 1.289 ACRE TRACT AND THE EASTERNMOST NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, SAID POINT FALLING IN THE WEST LINE OF CENTER STREET, THE EAST LINE OF THE ORIGINAL CALLED 1.348 ACRE TRACT AND THE EAST LINE OF OUTLOT 143;

THENCE S00°02'25"W (CALLED SOUTH) ALONG THE EAST LINE OF THE CALLED 1.348 ACRE TRACT, THE EAST LINE OF OUTLOT 143, AND THE WEST LINE OF CENTER STREET A DISTANCE OF 124.86 FEET TO THE PLACE OF BEGINNING, CONTAINING 34,507 SQUARE FEET OR 0.7922 ACRE OF LAND, MORE OR LESS.

**First American Title Guaranty Company**

By:



Authorized Countersignature (/GN )

(This Schedule A is valid only when jacket and Schedule B are attached)



*First American Title*

First American Title Insurance Company  
12012 Space Center Blvd, Suite 1200  
Houston, TX 77059  
Phn - (281)488-0607  
Fax - (866)357-9170  
clearlake.tx@firstam.com

March 13, 2018

**Zhiyong Liu**  
**3318 Elmridge St,**  
**Houston, TX 77025**

File No.: 2304393-HO45  
Property: 0 W X St., Deer Park, TX 77536

Thank you for your business and trusting First American Title with handling this important part of your real estate transaction. We have enclosed your Policy of Title Insurance and our Privacy Policy.

The Policy has three sections:

- **The Policy Jacket** outlines the terms and conditions of the policy coverage.
- **Schedule A** indicates the dollar amount of insurance issued, type of policy, parties to be insured and subject property.
- **Schedule B** shows the items excluded from insurance coverage.

A Policy may also have endorsements which add or change coverage. Those may also be attached as needed.

Please contact us with any questions or concerns. You may also find more information about us and the services we offer at our website, [www.Firstam.com](http://www.Firstam.com).

We look forward to, and appreciate, the opportunity to provide our services to you in the future.

Sincerely,

Katie Allen  
Escrow Officer

Phone: (281)488-0607  
Fax: (866)357-9170  
Email: [katiallen@firstam.com](mailto:katiallen@firstam.com)



*First American*

4795 REGENT BLVD, STE 100  
IRVING TX 75063

**HARRIS**



**Transmittal**

03/13/2018

ZHIYONG LIU  
3318 ELMRIDGE ST  
HOUSTON TX 77025

Order No: 2304393

Enclosed please find 2 attached documents.

First American Title Insurance Company

Page Count 13





**First American  
Title Guaranty Company**

# Owner's Policy

## Owner's Policy of Title Insurance (T-1)

ISSUED BY

**First American Title Guaranty Company**

POLICY NUMBER

**5825548-02304393**

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, **FIRST AMERICAN TITLE GUARANTY COMPANY**, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by:
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
  - (d) Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or materials having its inception on or before Date of Policy.
3. Lack of good and indefeasible Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Guaranty Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

*First American Title Guaranty Company*



*Christopher M. Leavel* *Jeffrey S. Robinson*  
Christopher M. Leavel, President    Jeffrey S. Robinson, Secretary

(This Policy is valid only when Schedule A and B are attached)

If this jacket was created electronically, it constitutes an original document.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
  - (a) the occupancy, use or enjoyment of the Land;
  - (b) the character, dimensions or location of any improvement erected on the Land;
  - (c) subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective:
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency or similar creditors' rights laws by reason of the failure of its recording in the Public Records:
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to:
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant
 and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
6. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of Unmarketable Title.



**First American  
Title Guaranty Company**

## **Important Notice**

ISSUED BY

**First American Title Guaranty Company**

### **IMPORTANT NOTICE**

*To obtain information or make a complaint:*

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

**1-888-632-1642**

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

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

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

**1-800-252-3439**

*You may write the Texas Department of Insurance:*

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

### **PREMIUM OR CLAIM DISPUTES:**

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

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

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

### **AVISO IMPORTANTE**

*Para obtener informacion o para someter una queja:*

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

**1-888-632-1642**

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

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

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

**1-800-252-3439**

*Puede escribir al Departamento de Seguros de Texas:*

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

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

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

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

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

## CONDITIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "Amount of Insurance": the amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company or other similar legal entity.
- (d) "Insured": the Insured named in Schedule A.
  - (i) The term "Insured" also includes:
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title;
      - (1) If the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) If the grantee wholly owns the named Insured,
      - (3) If the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) If the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": an Insured claiming loss or damage.
- (f) "Knowledge" or "Known": actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": the land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": the estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) below, or (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice. When, after the Date of the Policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in Title insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect or other matter is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the Title as insured; (ii) indemnify the Insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefor, issue to the Insured

CONDITIONS (Continued)

Claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the Land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the Land or, if a loan policy, the amount of the loan; (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

**4. PROOF OF LOSS.**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS.**

(a) Upon written request by the Insured, and subject to the options contained in Sections 3 and 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Sections 3 and 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE.**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable

aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is

- obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of:
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 3 or 5 and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY.**

- (a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, all as insured, or takes action in accordance with Section 3 or 7, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the Amount of Insurance

by the amount of the payment.

**11. LIABILITY NONCUMULATIVE.**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS.**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION.**

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.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim, shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. Each Commitment, endorsement or other form, or provision in the Schedules to this policy that refers to a term defined in Section 1 of the Conditions shall be deemed to refer to the term regardless of whether the term is capitalized in the Commitment, endorsement or other form, or Schedule. Each Commitment, endorsement or other form, or provision in the Schedules that refers to the Conditions and Stipulations shall be deemed to refer to the Conditions of this policy.

**16. SEVERABILITY.**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid and all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM.**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured, and in interpreting and enforcing the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT.**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at **First American Title Guaranty Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



*First American  
Title Guaranty Company*

## Schedule B

### Owner Policy of Title Insurance (T-1)

ISSUED BY

**First American Title Guaranty Company**

POLICY NUMBER

**02304393**

File No. 2304393-HO45

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A and the following matters:

1. The following restrictive covenants of record itemized below:  
(the Company must either insert specific recording data or delete this exception)  
  
See item 6(a) Below
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.
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 right of access to that area or easement along and across that area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2018, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
6. The following matters and all terms of the documents creating or offering evidence of the matters:  
(the Company must insert matters or delete this exception)
  - a. Item No. 1, Schedule B, is hereby deleted.
  - b. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.
  - c. Rights of Parties In Possession.



d. Item intentionally deleted.

e. Item intentionally deleted.

f. Mineral and/or royalty interest:

Recorded: in Volume 1169, Page 722 of the Deed Records of Harris County, Texas.  
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

g. 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.

h. Terms, Conditions and Stipulations in the Agreement:

Recorded: County Clerk's File No. T886363, Official Public Records, Harris County, Texas.  
Type: Reciprocal Easement Agreement

i. Matters as disclosed by the examination of survey prepared by Walter E. Smith, RPLS#1982, dated September 14, 2006:

j. 1. Encroachment of concrete parking lot, and billboard sign onto or over the property line.

k. Vendor's Lien retained in Deed:

Grantor: Lawther Partnership, Ltd.

Grantee: Zhiyong Liu and Lin Lin

Dated: 03/07/2018

Recorded: 03/13/2018, County Clerk's File Number 2018-103811, of the Official records, of Harris County, Texas.

Additionally secured by Deed of Trust:

Grantor: Zhiyong Liu and Lin Lin

Trustee: Jeffrey W. Burnett

Dated: 03/07/2018

Amount: \$315,000.00

Beneficiary: Lawther Partnership, Ltd.

Recorded: 03/13/2018, County Clerk's File Number 2018-103812, of the Official records, of Harris County, Texas.



## First American Title Guaranty Company

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

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

### Applicability

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

### Types of Information

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

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

### Use of Information

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

### Former Customers

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

### Confidentiality and Security

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

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

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

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

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

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

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

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

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

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





















