



January 15, 2025

Rick Carmona
Mayor

Donna Renee Anderson
Council Member
District 2

Mayrani Velazquez
Mayor Pro Tem
District 3

Stephanie Holmes-Thomas
Deputy Mayor Pro Tem
District 4

Phil Robison
Council Member
District 5

Mike Sims
City Manager

Extraterritorial Jurisdiction Release No.: 05-2025

Property Owner: Michelle and Jorge Calvillo

Property ID: 14017

Address of Property: 6700 Colquitt Rd, Terrell, TX 75160

Dear Property Owner:

A Petition for Release of Property from the Extraterritorial Jurisdiction of the City of Terrell was received from Michelle and Jorge Calvillo on October 28, 2024. In accordance with Senate Bill No. 2038 as duly enacted by the 88th Texas Legislature establishing Section 42.101-105 of the Texas Local Government Code, the Petition requested the release of property owned by Petitioner/s from the City's extraterritorial jurisdiction as more particularly described in the Petition attached.

After review and finding the Petition to be sufficient, the property described in the Petition is hereby released from the Extraterritorial Jurisdiction of the City of Terrell, effective January 15, 2025.

CITY OF TERRELL, TEXAS

By: 

Mike Sims, City Manager

Attest:


Dawn Steil, City Secretary

PETITION TO BE RELEASED FROM EXTRATERRITORIAL JURISDICTION

NOW COMES Michelle and Jorge Calvillo, the owner or owners of the majority in value of an area consisting of one or more parcels of land in the extraterritorial jurisdiction of the City of Terrell, Texas, to petition the City of Terrell, Texas in accordance with Texas Local Government Code Section 42, Chapter D, for the area, described in Exhibit A and shown in attached Exhibit B, to be released from extraterritorial jurisdiction of the City of Terrell, Texas.

This petition is signed below by a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district, and an online record of such is attached Exhibit C.

The below signatories certify that the area of land subject of this petition is not:

- (1) within five miles of a military base, as defined by Texas Local Government Code Section 43.0117, at which an active training program is conducted;
- (2) in an area that was voluntary annexed into the extraterritorial jurisdiction that is located in a county:
 - a. in which the population grew by more than 50 percent from the previous federal decennial census in the federal census conducted in 2020; and
 - b. that has a population greater than 240,000
- (3) Within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:
 - a. within 15 miles of the boundary of a military base, as defined by Texas Local Government Code Section 43.0117, at which an active training program is conducted; and

RECEIVED

OCT 28 2024

BY: 

- b. in a county with a population of more than two million:
- (4) in an area designed as an industrial district under Texas Local Government Code Section 42.044; or
- (5) in an area subject to a strategic partnership agreement entered into under Texas Local Government Code Section 43.0751

SIGNATURES:

X 


Printed Name: Michelle Calvillo

Date of Birth: 01/01/1980

Residence Address: 8119 Samuels Rd.

Terrell, TX, 75160

Date of Signing: 10/24/24

X 

Printed Name: Jorge Calvillo

Date of Birth: 01/01/1980

Residence Address: 8119 Samuels Rd.

Terrell, TX, 75160

Date of Signing: 10/24/24

EXHIBIT A

DESCRIPTION OF THE BOUNDARIES OF THE LAND

Local Description

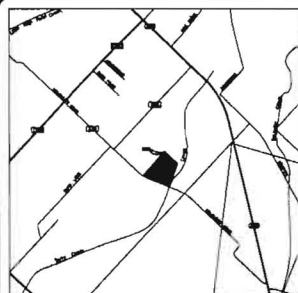
Exhibit "A"

Property: 6700 Colquitt Rd, Terrell, TX, 75160

BEING LOT 1, BLOCK 1 & HOUSE OF TAYLOR FARMS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN CABINET 4, ENVELOPE 143, OF THE PLAT RECORDS OF KAUFMAN COUNTY, CONTAINING 738,540.142 SQ.FT. OR 16.955 ACRES.

EXHIBIT B

MAP OF THE LAND



VICINITY MAP
NOT TO SCALE

FINAL PLAT

Approved by the City of Terrell for filing at the office of the County Clerk of Kaufman County, Texas.

This property is located in the corporate limits [or the extrajurisdictional jurisdiction] of the City of Terrell, Kaufman County, Texas.

APPROVED BY:

Municipal Development Director _____ Date _____

City Engineer _____ Date _____

ATTEST: _____

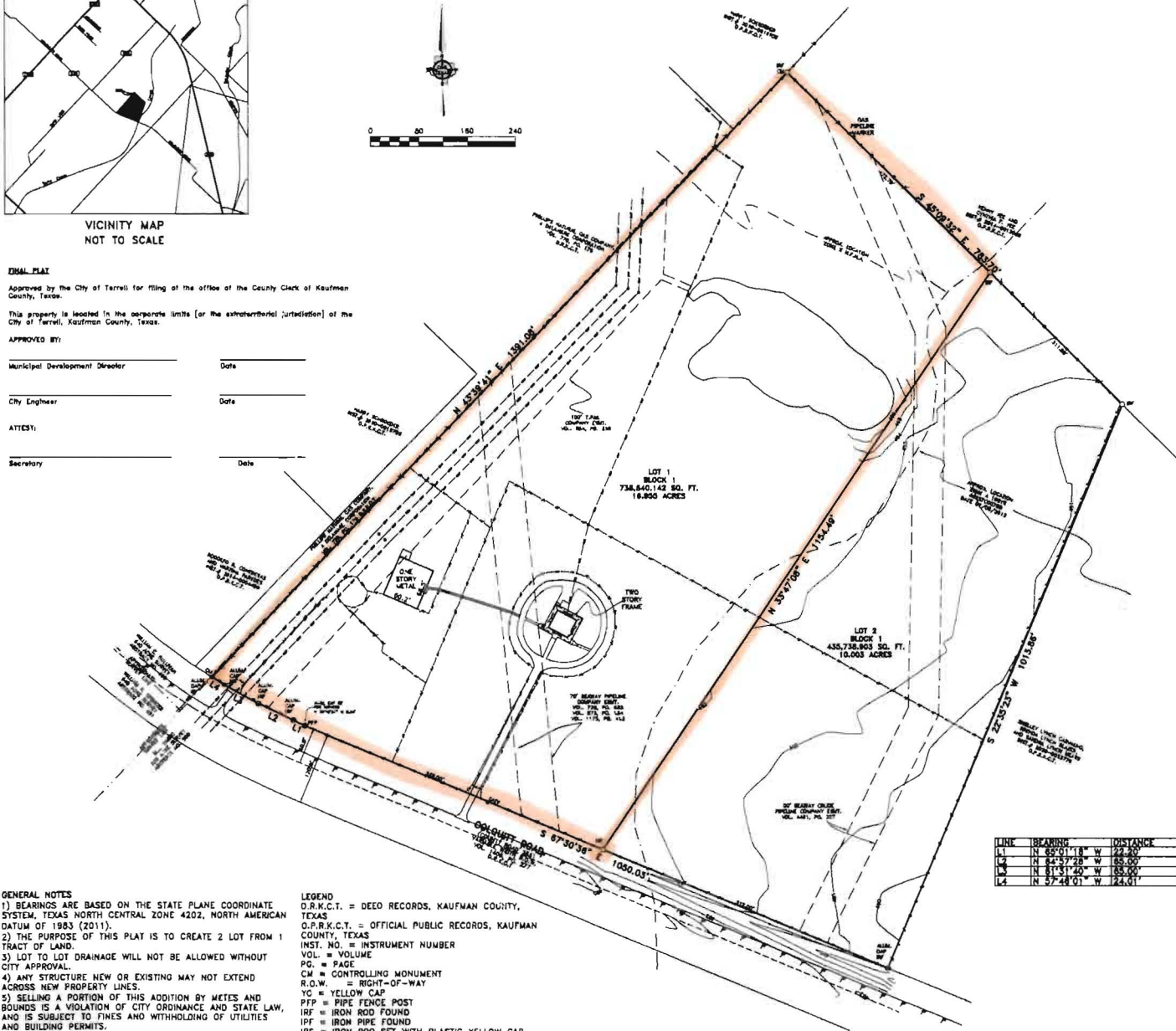
Secretary _____ Date _____

GENERAL NOTES

- 1) BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983 (2011).
- 2) THE PURPOSE OF THIS PLAT IS TO CREATE 2 LOT FROM 1 TRACT OF LAND.
- 3) LOT TO LOT DRAINAGE WILL NOT BE ALLOWED WITHOUT CITY APPROVAL.
- 4) ANY STRUCTURE NEW OR EXISTING MAY NOT EXTEND ACROSS NEW PROPERTY LINES.
- 5) SELLING A PORTION OF THIS ADDITION MAY NOT EXTEND AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- 6) ACCORDING TO THE F.I.R.M. NO. 48257C0070D, THIS PROPERTY PARTIALLY LIES IN ZONE A AND MAY LIE WITHIN THE 100 YEAR FLOOD ZONE.

LEGEND

D.R.K.C.T. = DEED RECORDS, KAUFMAN COUNTY, TEXAS
O.P.R.K.C.T. = OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS
INST. NO. = INSTRUMENT NUMBER
VOL. = VOLUME
PG. = PAGE
CM = CONTROLLING MONUMENT
R.O.W. = RIGHT-OF-WAY
Y.C. = YELLOW CAP
P.F.P. = PIPE FENCE POST
I.R.F. = IRON ROD FOUND
I.P.F. = IRON PIPE FOUND
I.R.S. = IRON ROD SET WITH PLASTIC YELLOW CAP
STAMPED "CBO SURVEYING"
SQ. FT. = SQUARE FEET



LINE	BEARING	DISTANCE
L1	N 89°01'18" W	22.00
L2	N 44°57'28" W	85.00
L3	N 81°51'40" W	85.00
L4	S 72°35'23" W	1013.88
L5	S 67°50'38" E	1050.03

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF KAUFMAN

WHEREAS Don Taylor is the sole owner of a tract of land containing 1,174,378.044 square feet or 26.958 acres of land in the M.L. Swing Survey, Abstract No. 300, Kaufman County, Texas, same being that tract of land surveyed to said Don Taylor by Warranty Deed recorded in Volume 817, Page 340, Deed Records, Kaufman County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum capped iron pin for corner in the Northeast Right of Way line of Calcutt Road (AKA County Road 2839/10) and Right of Way, as recorded in Volume 1428, Page 277, Deed Records, Kaufman County, Texas, said said also being the South corner of a tract of land surveyed to Phillips Natural Gas Company, a Delaware Corporation, by deed recorded in Volume 770, Page 178, Deed Records of Kaufman County, Texas;

THENCE North 43 degrees 38 minutes 41 seconds East, along the Southeast line of said Phillips Natural Gas Company tract a distance of 1391.08 feet to 1/2 inch iron rod found for corner, said corner lying on the southeast line of a tract of land conveyed to Harry Schroeder, by deed recorded in Instrument Number 3010-5018705, Official Public Records of Kaufman County, Texas, same being the West corner of a tract of land conveyed to Henry Lee and Cynthia F. Lee, by deed recorded in Instrument Number 2016-0015088, Official Public Records of Kaufman County, Texas;

THENCE South 45 degrees 08 minutes 32 seconds East, east along said Lee tract a distance of 783.70 feet to a 1/2 inch iron rod found for corner, said corner being the North corner of a tract of land surveyed to Shirley Lynch Corvino, Brenda Lynch Bales, and Sandra Lynch Wehr, by deed recorded in Instrument Number 2020-5031778, Official Public Records of Kaufman County, Texas;

THENCE South 22 degrees 35 minutes 33 seconds West along said Corvino/Bales/Wehr tract a distance of 1012.88 feet to an aluminum capped iron rod found for corner, said corner lying in the Northeast Right of Way line of said Calcutt Road;

THENCE North 67 degrees 30 minutes 36 seconds West a distance of 1050.03 feet along the Northeast Right of Way line of said Calcutt Road to a pipe fence post found for corner, from which an aluminum capped iron rod bears North 75 degrees 18 minutes 51 seconds West for a distance of 0.34 feet;

THENCE North 85 degrees 01 minute 18 seconds West a distance of 23.20 feet to an aluminum capped iron rod found for corner;

THENCE North 84 degrees 57 minutes 28 seconds West a distance of 85.00 feet to an aluminum capped iron rod found for corner;

THENCE North 81 degrees 31 minutes 40 seconds West a distance of 85.00 feet to an aluminum capped iron rod found for corner;

THENCE North 87 degrees 46 minutes 01 seconds West a distance of 24.01 feet to the POINT OF BEGINNING and containing 1,174,378.044 square feet or 26.958 acres of land;

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I, John H. Taylor, as representative for the Don W. Taylor Estate, do hereby adopt this plat, designating the herein described property as TAYLOR ADDITION, an addition to the City of Terrell, Kaufman County, Texas, and do hereby dedicate to the use of the public forever the rights of way, public use areas and other easements, shown thereon for the purposes indicated; that no buildings, fences or other obstructions shall be constructed or placed upon, over or across the said easements, except as may be permitted by the said City of Terrell; that said easements may be for the mutual use and accommodation of all public utilities serving the property, unless an easement limits the use to particular utilities, with all uses being subordinate to that of the City of Terrell; that the said City and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or structures, which may in any way impede or interfere with the construction, maintenance or efficiency of their respective systems located within said easements; and that the said City and public utilities shall at all times have the right of ingress to and egress from their respective easements for the purpose of constructing, reconstructing, inspecting, petroline, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of any form of procuring permission from anyone; and that this plat is subject to all of the requirements of the subdivider regulations of the City of Terrell and the County of Kaufman, Texas.

WITNESS my hand this _____ day of _____, 2022.

John H. Taylor
Administrator/Executor, Don W. Taylor Estate

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day appears Eusebio Lora known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2022.

Notary Public in and for Dallas County, Texas.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: That I, Bryan Connelly, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinances of the City of Terrell.

WITNESS my hand this _____ day of _____, 2022.
RELEASED FOR REVIEW 07/28/2022 PRELIMINARILY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Bryan Connelly
Texas Registered Professional Land Surveyor No. 5513

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Todd Fisher known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public in and for the State of Texas

FINAL PLAT
TAYLOR ADDITION
LOT 1 AND 2, BLOCK 1
M.L. SWING SURVEY, ABSTRACT NO. 300
CITY OF TERRELL (E.T.),
KAUFMAN COUNTY, TEXAS

OWNER: DON TAYLOR
(REPRESENTED BY JOHN H. TAYLOR)
118 WEST 10TH STREET
MCKINNEY, TEXAS 75069
817-948-2961

PLANNING & SURVEYING
Main Office
1413 East 1-30, Ste. 7
Ogden, TX 75043
P 214.349.9485
F 214.349.2218
Firm No. 1016800
www.obgtsk.com

SCALE: 1"=400' / DATE: 07/11/2022 / JOB NO. 212481-04 / DRAWN BY: MEV

EXHIBIT C

TAX ROLL RECORDS

Property Details

Account

Property ID:	14017	Geographic ID:	00.3633.0001.0001.00.06.00
Type:	R	Zoning:	
Property Use:		Condo:	

Location

Situs Address:	6700 COLQUITT RD, TX 75160		
Map ID:	C3-B-1	Mapsco:	
Legal Description:	TAYLOR FARMS, BLOCK 1, LOT 1; & HOUSE		
Abstract/Subdivision:	S3633		
Neighborhood:	(28-RFGD/AV) TERRELL ISD FRAME GOOD / AVERAGE		

Owner

Owner ID:	41965
Name:	ESTATE OF TAYLOR DON W
Agent:	

Mailing Address:	416 SHADY OAKS DR MURPHY, TX 75094-4468
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% Ownership:	100.0%
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Exemptions:	For privacy reasons not all exemptions are shown online.
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Property Values

Improvement Homesite Value:	\$270,558 (+)
Improvement Non-Homesite Value:	\$19,573 (+)
Land Homesite Value:	\$23,827 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$380,159 (+)

Market Value:	\$694,117 (=)
Agricultural Value Loss: ⓘ	\$377,849 (-)
Appraised Value:	\$316,268 (=)
HS Cap Loss: ⓘ	\$0 (-)
Circuit Breaker: ⓘ	\$0 (-)

Assessed Value:	\$316,268
Ag Use Value:	\$2,310

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Improvement - Building

Description: HOUSE **Type:** REAL PROPERTY **Living Area:** 2160.0 sqft **Value:** \$241,570

Type	Description	Class CD	Year Built	SQFT
LA	LIVING AREA	RFGD2	1985	1080
CP		*	1985	468
CP		*	1985	468
STR2		*	1985	1080

Description: BARN **Type:** REAL PROPERTY **Living Area:** 0 sqft **Value:** \$17,476

Type	Description	Class CD	Year Built	SQFT
OB	OUT BUILDING	86SL	1985	4340
OB	OUT BUILDING	86SL	1985	320
STGA		STGA	1985	160
OB	OUT BUILDING	86SL	1985	448

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
01HS	HOMESITE	1.00	43,560.00	0.00	0.00	\$23,827	\$0
ZB	IMPROVED PASTURES	15.96	694,999.80	0.00	0.00	\$380,159	\$2,310

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$290,131	\$403,986	\$2,310	\$316,268	\$0	\$316,268
2023	\$247,824	\$370,076	\$2,359	\$272,010	\$0	\$272,010
2022	\$269,263	\$421,379	\$3,918	\$288,344	\$0	\$288,344
2021	\$218,708	\$262,393	\$3,654	\$231,804	\$56,940	\$174,864
2020	\$207,920	\$200,670	\$3,490	\$218,630	\$58,841	\$159,789
2019	\$135,760	\$200,670	\$3,390	\$146,370	\$0	\$146,370
2018	\$105,590	\$159,520	\$3,620	\$114,950	\$0	\$114,950
2017	\$98,270	\$159,520	\$3,620	\$107,630	\$1,318	\$106,312
2016	\$88,340	\$152,310	\$3,620	\$97,440	\$0	\$97,440

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
10/1/2024	WV	WD VENDORS LIEN	ESTATE OF TAYLOR DON W	CALVILLO MICHELLE &	8694	13	2024- 0030893

Kaufman County
Laura Hughes
County Clerk
Instrument Number: 2024-0030893

Billable Pages: 2
Number of Pages: 3

FILED AND RECORDED - REAL RECORDS	CLERKS COMMENTS
On: 10/03/2024 at 08:07 AM	E-RECORDING
Document Number: <u>2024-0030893</u>	
Receipt No: <u>24-26966</u>	
Amount: S <u>29.00</u>	
Vol/Pg: <u>V:8694 P:13</u>	



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me
and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Jessica Moya, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED
REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER
FEDERAL LAW.

Record and Return To:
KAUFMAN COUNTY TITLE & ABSTRACT
2309 S WASHINGTON ST
KAUFMAN, TX 75142-3630



KCT-2204255

GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF THIRD PARTY

NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KAUFMAN

§

THAT JOHN N TAYLOR, INDEPENDENT EXECUTOR OF THE ESTATE OF DON W. TAYLOR, DECEASED (hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations cash in hand paid by MICHELLE CALVILLO AND JORGE CALVILLO, WIFE AND HUSBAND whose address is 8119 SAMUELS RD, TERRELL, TX 75160 (hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the advancement and payment in cash of all or part of the purchase price hereof by Beneficiary at the special instance and request of Grantees under that certain note in the principal sum of THREE HUNDRED NINETY-EIGHT THOUSAND ONE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$398,175.00) payable to the order of ARC HOME LOANS LLC (hereinafter referred to as "BENEFICIARY") of even date herewith, said note bearing interest at the rate therein provided, principal and interest being due and payable in monthly installments as therein set out, and providing for attorney's fees and acceleration of maturity at the rate and in the events therein set forth, which note is secured by the Vendor's Lien herein reserved and is additionally secured by a Deed of Trust of even date herewith, executed by the Grantees herein to ALLAN B. POLUNSKY, Trustee, reference to which is hereby made for all purposes; and in consideration of the payment of the sum above mentioned by the Beneficiary above mentioned, Grantors hereby transfer, set over, assign and convey unto said Beneficiary and assigns, the Vendor's Lien and Superior Title herein retained and reserved against the property and premises herein conveyed, in the same manner and to the same extent as if said note had been executed in Grantors' favor and by said Grantors assigned to the Beneficiary without recourse; have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

LOT 1, BLOCK 1, OF TAYLOR FARMS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET 4, ENVELOPE 143, OF THE PLAT RECORDS OF KAUFMAN COUNTY, TEXAS.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantees. This conveyance is made and accepted subject to any and all validly existing restrictions, mineral reservations and interests, conditions, covenants, easements, and rights of way, if any, applicable to and enforceable against the above described property as now reflected by the records of the County Clerk in said County and State and to any applicable zoning laws or ordinances.

But it is expressly agreed and stipulated that the Vendor's Lien and the Superior Title are retained and reserved in favor of the payee in said note against the above described property, premises and improvements, until said note, and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.


When this deed is executed by one person, or when the Grantees is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

Executed to be effective as of the 18th day of October 2024

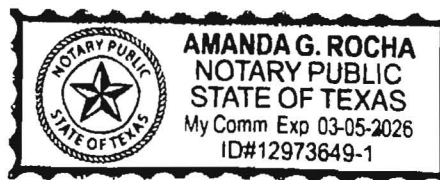

JOHN N. TAYLOR, INDEPENDENT EXECUTOR

THE STATE OF TX
COUNTY OF Kaufman

This instrument was acknowledged before me on 10/11/2024, by JOHN N. TAYLOR,
INDEPENDENT EXECUTOR.


Notary Public, State of _____

RETURN TO:
MICHELLE CALVILLO
8119 SAMUELS RD
TERRELL, TX 75160





KAUFMAN COUNTY TITLE & ABSTRACT Co.

Established 1873

2309 S Washington Street, Kaufman, TX. 75142

972-932-2417

E-fax 1-800-898-1565

email: michelleb@kaufmanlandtitle.com

October 4, 2024

Jorge & Michelle Calvillo
8119 Samuels Rd.
Terrell, Tx 75160

RE: 2204255

I am enclosing the signed T-IR Owner's Policy and Recorded documents in regards to the above described real estate transaction.

Thank you for choosing Kaufman County Title & Abstract Co. for your title and real estate closing needs. If you have any questions please feel free to contact us.

- General Warranty Deed with Vendor's Lien

Sincerely,

Michelle Beckendorf
Policy Production



*First American
Title Guaranty Company*

Owner's Policy

Texas Residential Owner's Policy of Title Insurance One-to-Four Family Residences (T-1R)

ISSUED BY
First American Title Guaranty Company

POLICY NUMBER
5825748-0288798e

OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between you and First American Title Guaranty Company. This policy is not an opinion or report of your title. It is a contract of indemnity, meaning a promise to pay you or to take other action if you have a loss resulting from a covered title risk.

It applies only to an improved one to-four family residential property or condominium unit. If your land is not either of these, contact us immediately.

Su Póliza de Seguro de Título es un contrato legal entre usted y First American Title Guaranty Company. Esta póliza no es una opinión o reporte en relación a su título de propiedad. Es un contrato de indemnificación, esto es, la promesa de reembolsarle o de tomar cualquier otro tipo de acción si usted sufre una pérdida como resultado de cualquier riesgo cubierto por la póliza.

Esta forma de póliza ha sido designada para ser utilizada exclusivamente en los casos de propiedades en las cuales hay construidas viviendas para no más de cuatro familias o en los casos de unidades en condominios. Si su propiedad no es ninguna de las anteriores, por favor, notifiquenos inmediatamente.

We insure you against certain risks to your land title. We list these risks on page 3. The following limit your coverage:

Exclusions on page 4.

Exceptions on Schedule B.

Conditions on pages 4-6.

You should keep the policy even if you transfer the title to your land. If you want to make a claim, see Section 3 under Conditions on page 5.

You do not owe any more premiums for the Policy.

This sheet is not your insurance Policy. It is only a brief outline of some of the important Policy features.

The Policy explains in detail your rights and obligations and our rights and obligations. The Policy -- and not this sheet -- is the legal document. **YOU SHOULD READ THE POLICY VERY CAREFULLY.**

THE TOLL-FREE NUMBER OF FIRST AMERICAN TITLE GUARANTY COMPANY IS 888-632-1642. YOU MAY CALL THIS NUMBER TO DISCUSS THIS POLICY OR TO MAKE A COMPLAINT. YOU MAY WRITE TO FIRST AMERICAN TITLE GUARANTY COMPANY AT THE ADDRESS IN SECTION 3 UNDER CONDITIONS ON PAGE 5.

TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE ONE-TO-FOUR FAMILY RESIDENCES

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**First American
Title Guaranty Company**

Important Notice

ISSUED BY

First American Title Guaranty Company

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

First American Title Guaranty Company

To get information or file a complaint with your insurance company or HMO:

Call: First American Claims at 1-888-632-1642

Toll-free: 1-888-632-1642

Email: claims.nic@firstam.com

Mail: 1 First American Way, Santa Ana, CA 92707

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC CO-CP, P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

First American Title Guaranty Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: First American Claims at 1-888-632-1642

Teléfono gratuito: 1-888-632-1642

Correo electrónico: claims.nic@firstam.com

Dirección postal: 1 First American Way, Santa Ana, CA 92707

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC CO-CP, P.O. Box 12030, Austin, TX 78711-2030

Form 58006548 (6-16-23)

Page 1 of 1

Mandatory Complaint Notice (Rev. 5-1-20)
Texas



First American
Title Guaranty Company

Owner's Policy

Texas Residential Owner's Policy of Title
Insurance One-to-Four Family Residences (T-1R)

ISSUED BY

First American Title Guaranty Company

POLICY NUMBER

5825748-0288798e

OWNER'S COVERAGE STATEMENT

This Policy insures your title to the land described in Schedule A -- if that land is a one-to-four family residential property or condominium unit.

Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

This document is title insurance. It is not an opinion or report of your title. It is a contract of indemnity, meaning a promise to pay you or take other action if you have a loss resulting from a covered title risk.

- Exclusions on page 4.
- Exceptions on Schedule B, page__
- Conditions on pages 4-6.

We insure you against actual loss resulting from:

- Any title risks covered by this Policy -- up to the Policy Amount, and
- Any costs, attorneys' fees and expenses we have to pay under this Policy. We must approve the attorney before the attorney begins to work. You have the right to disapprove our choice of attorney for reasonable cause.

COVERED TITLE RISKS

This Policy covers the following title risks subject to the Exceptions page _ and Exclusions (p. 4), if they affect your title to the land on the Policy Date. We do not promise that there are no covered risks. We do insure you if there are covered title risks.

1. Someone else owns an interest in your title.
2. A document is invalid because of improper signature, acknowledgment, delivery, or recording.
3. A document is invalid because of forgery, fraud, duress, incompetency, incapacity or impersonation.
4. Restrictive covenants apply to your title.
5. There is a lien on your title because of:
 - a mortgage or deed of trust,
 - a judgment, tax, or special assessment, or
 - charge by a homeowner's or condominium association.
6. There are liens on your title for labor and material which have their inception before the policy date. However, we will not cover liens for labor and material that you agreed to pay for.
7. Others have rights in your title arising out of leases, contracts or options.
8. Someone else has an easement on your land.
9. You do not have good and indefeasible title.
10. There are other defects in your title.
11. There are other liens or encumbrances on your title.

This Policy also covers the following title risk: You do not have any legal right of access to and from the land.

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



Sally French Tyler, President

Lisa W. Cornehl, Secretary

OUR DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in the part or parts of a court case involving a Title Risk covered by this Policy.

We will pay the costs, attorneys' fees, and expenses that we incur in that defense. We will not pay for the parts of a case not involving a covered title risk. You may disapprove our choice of attorney for reasonable cause.

We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions, see page 5.

This Policy is not complete without Schedules A and B.

EXCLUSIONS

In addition to the Exception in Schedule B, we do not insure you against loss, costs, attorneys' fees, and expenses resulting from these Exclusions:

1. We do not cover loss caused by the exercise of governmental police power or the enforcement or violation of any law or government regulation. This includes building and zoning ordinances and laws and regulations concerning:

- a. Land use
- b. Improvements on the land
- c. Land division
- d. Environmental protection

This exclusion does not apply to notices of violations or notices of enforcement that appear in the public records at Policy Date. However, there may be an Exception in Schedule B.

2. We do not cover the right to take the land by condemning it, unless:

- a. a notice of exercise of the right appears in the public records on the Policy Date, or
- b. the taking happened before the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. We do not cover title risks:

- a. that are created, allowed, or agreed to by you,
- b. that are known to you, but not to us on the Policy Date unless they appeared in the public records,
- c. that result in no loss to you, or
- d. that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 6 of the Covered Title Risks.

4. We do not cover the effect of failure to pay value for your title.

5. We do not cover lack of a right:

- a. to any land outside the area specifically described and referred to in Item 3 of Schedule A,
- b. in streets, alleys, or waterways that touch your land.

This exclusion does not limit the access coverage in the Covered Title Risks.

6. We do not cover any claim based upon allegations that your purchase of title (or acquisition of title by gift or otherwise):

- a. was a fraudulent conveyance, fraudulent transfer, voidable distribution, or voidable dividend;
- b. should be subordinated or recharacterized as a result of equitable subordination;
- c. was a preferential transfer unless
 - (1) the Company or its issuing agent failed to timely file for record the deed to you after delivery or
 - (2) the recordation of the deed to you is not legal record notice.(We do cover the two types of claims described in c. (1) and c. (2) above.)

7. We do not cover the refusal of any person to buy, lease or lend money on your land because of unmarketability of the title.

8. We do not cover claims concerning the physical condition of your land or of the access to your land.

CONDITIONS

1. DEFINITIONS

- a. Actual Loss. This is the difference between the value of your land without the covered title risk and the value of your land with the covered title risk. These values are the respective values at the time you must furnish proof of your loss.
- b. Document. A deed or other conveyance of title to you or a prior owner.
- c. Easement. A portion of your land someone else has the right to use for a special purpose.
- d. Government Regulation. Any federal, state, or local law, constitutional provision, regulation, ordinance, or guideline.
- e. Land. The land or condominium unit described in Schedule A and any improvements on the land that are real property.

- f. Knowledge or known. Actual knowledge, not constructive knowledge or notice that may be imputed to an insured by the public records.
- g. Mortgage. A type of lien on the land such as a deed of trust or other security instrument.
- h. Public Records. Those records required by Texas law and maintained by public officials in the county where the property is located that give legal notice of matters affecting your title.
- i. Title. The ownership interest in the land, as shown in Schedule A.
- j. We, us or our. The title insurance company. This is First American Title Guaranty Company.
- k. You, your. The insured.

CONDITIONS (Continued)

2. CONTINUATION OF COVERAGE

We insure you as long as you:

- a. own your Title,
 - b. own a mortgage from anyone who buys your Title, or
 - c. are liable for any Title warranties you make.
- We insure your transferee or assignee only as follows:
- a. a person who inherits the original named insured's death;
 - b. the original named insured's spouse who receives title in a dissolution of marriage with the original names insured;
 - c. the trustee or successor of a trust established by the original named insured to whom the original named insured transfers title after the date of policy; or
 - d. the beneficiaries of a trust described by Subdivision (c) on the death of the original named insured.

3. YOUR DUTIES IF YOU MAKE A CLAIM

You must follow this process to make a claim:

- a. **You Must Give Us Notice Of Your Claim**
If anyone claims a right against your insured title, you must notify us promptly.
Send the notice to First American Title Guaranty Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 or call 1-888-632-1642 and ask for a claims attorney. If you initially notify us by phone, we recommend that you also notify us in writing. Please include the Policy number shown in Schedule A, and the county where the land is.
Our obligation to you is reduced or ended if:
(1) you fail to give prompt notice, and
(2) your failure affects our ability to dispose of or to defend you against the claim.
Our obligation is reduced only to the extent that your failure affects our ability to dispose of or to defend you against the claim.
- b. **You Must Give Us Proof of Your Loss if We Request It**
You must send to us, if we request, your signed proof of loss within 91 days of our request on a standard form supplied by us. Within 15 days after we receive your notice of claim, we must request a signed proof of loss. If not, we waive our right to require a proof of loss. This waiver will not waive our other rights under the policy. The statement must have the following information to the best of your knowledge:
(1) the Covered Title Risks which resulted in your loss,
(2) the dollar amount of your loss, and
(3) the method you used to compute the amount of your loss.
- c. **You Must Provide Papers We Request.**
We may require you to show us your records, checks, letters, contracts, and other papers that relate to your claim of loss. We may make copies of these papers.
If you tell us this information is confidential, we will not disclose it to anyone else unless we reasonably believe the disclosure is necessary to administer the claim.
- d. **You Must Answer Questions Under Oath.**
We may require you to answer questions under oath.

- e. **Effect of Failure to Cooperate.**

Our obligation to you reduces or ends if you fail or refuse to:

- (1) (a) provide a statement of loss,
(b) answer our questions under oath, or
(c) show us the papers we request, and
- (2) your failure or refusal affects our ability to dispose of or to defend you against the claim.

4. OUR CHOICES WHEN YOU NOTIFY US OF A CLAIM

- a. After we receive your claim notice or in any other way learn of a matter for which we are liable, we can do one or more of the following:
(1) Pay the claim against your title.
(2) Negotiate a settlement.
(3) Prosecute or defend a court case related to the claim.
(4) Pay you the amount required by this Policy.
(5) Take other action under Section 4b.
(6) Cancel this policy by paying the Policy Amount, then in force, and only those costs, attorneys' fees and expenses incurred up to that time that we are obligated to pay.
We can choose which of these to do.
- b. If you report to us that a covered title risk exists, we will promptly investigate to determine if that covered title risk is valid and not barred by law or statute. A covered title risk is a title risk that this Policy does not exclude or except.
If we conclude that your claim, or any part of your claim, is covered by the policy, we will take one or more of the following actions to the extent that it is covered:
(1) Institute all necessary legal proceedings to clear the title to the property;
(2) Indemnify you pursuant to the terms of the policy;
(3) Issue a new title policy without making exception to the covered title risk. If another insurer issues the new title policy to your purchaser, lender or other transferee without making exception to the covered title risk, we will indemnify the other insurer.
(4) Secure a release of the covered title risk.
- c. If we deny your claim, or any part of your claim, not more than 15 days after we deny the claim, we will:
(1) notify you in writing, and
(2) give you the reasons for denial of your claim in writing.

5. HANDLING A CLAIM OR COURT CASE

You must cooperate with us in handling any claim or court case and give us all relevant information. We must repay you only for those settlement costs, attorneys' fees and expenses that we approve in advance.
When we defend or sue to clear your title, we have a right to choose the attorney. You have the right to disapprove our choice of attorney for reasonable cause. We can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided. We do not agree that the matter is a covered title risk by defending.

CONDITIONS (Continued)

6. LIMITATIONS OF OUR LIABILITY

Our liability is limited by the following:

- a. We will pay up to your actual loss or the Policy Amount in force when the claim is made -- whichever is less.
- b. If we remove the claim against your title with reasonable diligence or take other action under this policy after receiving notice of it, we will have no further liability for it.
- c. All payments we make under this policy -- except for costs attorneys' fees and expenses -- will be subtracted from your Policy Amount.
- d. If the Covered Title Risk is an easement, we may pay an insured mortgage holder instead of paying you when a written agreement between you and the mortgage holder allows. If the claim involves another Covered Title Risk, we may pay the mortgage holder instead of paying you. The amount paid to the mortgage holder is considered a payment to you under your policy and will be subtracted from your policy amount.
- e. If you do anything to affect any right of recovery or defense you may have, we can subtract from our liability the amount by which you reduced the value of that right or defense. But we must add back to our liability any amount by which our expenses are reduced as a result of your action.

7. TRANSFER OF YOUR RIGHTS

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.

We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.

With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

8. ARBITRATION

If it is permitted under Texas or federal law, you and we may agree to arbitration when you file a claim.

The arbitration may decide any matter in dispute between you and us.

Arbitration is one means of alternative dispute resolution. It may lessen the time and cost of claims settlement. You may wish to consider another form of mediation or use the court system. If you choose arbitration, you may give up some discovery rights and your right to sue.

The arbitration award may:

- a. include attorneys' fees if allowed by state law, and/or
- b. be entered as a judgment in the proper court.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

The law used in the arbitration is the law of the place where the property is located.

You can get a copy of the Rules from us.

9. ENTIRE CONTRACT PROVISION

This policy and any endorsements we attach are the entire contract between you and us.

Any claim you make against us must be under this Policy and is subject to its terms.



*First American
Title Guaranty Company*

**Texas Residential Owner's Policy of Title Insurance One-to-Four Family Residences
(T-1R)**

Schedule A

ISSUED BY
First American Title Guaranty Company
POLICY NUMBER
5825748-0288798e

File Number: KCT-2204255

Policy Date: 10/03/2024 at 08:07 AM

Policy Amount: \$530,900.00

Premium: \$3,258.15

1. Name of Insured:

Michelle Calvillo and Jorge Calvillo

2. We insure your interest in the land covered by this Policy is:

Fee Simple

3. Legal Description of land:

BEING LOT 1, BLOCK 1, OF TAYLOR FARMS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET 4, ENVELOPE 143, OF THE PLAT RECORDS OF KAUFMAN COUNTY, TEXAS.

Kaufman County Title & Abstract Company

By:

Authorized Countersignature (/MB)



**First American
Title Guaranty Company**

Schedule B

**Texas Residential Owner's Policy of Title Insurance One-to-Four Family Residences
(T-1R)**

**ISSUED BY
First American Title Guaranty Company**

**POLICY NUMBER
5825748-0288798e**

File No.: KCT-2204255

EXCEPTIONS

We do not cover loss, costs, attorneys' fees and expenses resulting from:

1. The following restrictive covenants of record itemized below:

See item 6(a) Below

2. Item No. 2 of Schedule B hereof is amended to read as follows: "shortages in area".
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 the area.
5. Standby fees, taxes and assessments by any taxing authority for the year 2025, 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:
 - a. Item No. 1, Schedule B, is hereby deleted.

- b. Rights of Parties in Possession.
- c. Visible and apparent easements on or across property described in Schedule A.
- d. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.
- e. 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.
- f. Mineral reservations in Warranty Deed dated June 14, 1944 executed by The Franklin Life Insurance Company to J. B. Hughes, recorded in Volume 287, Page 56, Deed Records of Kaufman County, Texas.

Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

- g. Easement and Right of Way dated March 8, 1979 executed by Don W. Taylor to Texas Power & Light Company, recorded in Volume 654, Page 259, Deed Records of Kaufman County, Texas.
- h. Judgment in Condemnation dated December 1, 1982 styled Seaway Pipeline, Inc. Vs Dianne Hays, Trustee, Leona Bell and Wade Ingram, Trustee, recorded in Volume 726, Page 635, Deed Records of Kaufman County, Texas.
- i. Judgment in Condemnation dated November 5, 1986 styled Phillips Natural Gas Company Vs. Don Taylor and Leona B. Bell, recorded in Volume 873, Page 134, Real Property Records of Kaufman County, Texas.
- j. Easement Agreement dated July 29, 1988 executed by Don Taylor to Philips Natural Gas Company, recorded in Volume 937, Page 457, Real Property Records of Kaufman County, Texas.
- k. Amendment of Right of Way dated July 5, 1995 executed by Don Taylor to Seaway Pipeline Company, recorded in Volume 1175, Page 413, Official Public Records of Kaufman County, Texas.
- l. Easement Agreement dated December 17, 2013 executed by Don Taylor to Seaway Crude Pipeline Company, LLC, recorded in Volume 4491, Page 207, Official Public Records of Kaufman County, Texas.
- m. Any and all easements, building lines, and conditions, covenants, and restrictions as set forth in plat recorded under Cabinet 4, Envelope 143, of the Map and/or Plat records of Kaufman County.
- n. All encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land, including, without limitation, all visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (May be amended or deleted upon approval of survey.)

o. Vendor's Lien retained in Deed:

Grantor: John N. Taylor, Independent Executor of the Estate of Don W. Taylor, Deceased
Grantee: Michelle Calvillo and Jorge Calvillo, Wife and Husband
Dated: 10/1/2024
Recorded: 10/03/2024, County Clerk's File Number 2024-0030893, Official Public
Records, Kaufman County, Texas.

Additionally secured by Deed of Trust:

Grantor: Michelle Calvillo and Jorge Calvillo, Wife and Husband

Trustee: Allan B Polunsky

Dated: 10/1/2024

Amount: \$398,175.00

Beneficiary: "MERS" (solely as nominee for Lender) the Lender being ARC HOME LOANS
LLC

Recorded: 10/03/2024, County Clerk's File Number 2024-0030894, Official Public
Records, Kaufman County, Texas.

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

PROPOSAL FORM #1: CLIENT REFERENCE FORM

RFP 25-007

**AS-NEEDED COMMUNICATIONS, MARKETING AND ADVERTISING SERVICES FOR EL PASO
COUNTY, TEXAS**

REQUESTED REFERENCE FOR PROPOSING FIRM: Pavlik and Associates

Providing References: City of Terrell, TX

Reference Name and Title: Mike Sims, City Manager 972-551-6600

Reference E-Mail Address: mikesims@cityofterrell.org

PLEASE RATE THE FOLLOWING ITEMS (circle one or write N/A if does not apply):

	<i>Unsatisfactory</i>			<i>Below Average</i>		<i>Average</i>		<i>Above Average</i>		<i>Exceptional</i>
1. Communications with Proposer:	1	2	3	4	5	6	7	8	9	10
Comments:										
2. Completion of contractual requirements:	1	2	3	4	5	6	7	8	9	10
Comments:										
3. Problem resolution and responsiveness:	1	2	3	4	5	6	7	8	9	10
Comments:										
4. Overall satisfaction with Proposer:	1	2	3	4	5	6	7	8	9	10
Comments:										
5. Service reliability:	1	2	3	4	5	6	7	8	9	10
Comments:										
6. Maintenance schedule (if applicable):	1	2	3	4	5	6	7	8	9	10
Comments:										
7. Timeliness of work and meeting deadlines:	1	2	3	4	5	6	7	8	9	10
Comments:										
8. Responsiveness of Proposer Contacts:	1	2	3	4	5	6	7	8	9	10
Comments:										

- **Briefly describe the size of your organization and your line of business:**

- Describe the products and/or services that the listed proposer has been providing for you.
- How long have you used the Proposer's services?

Additional Questions:

Please leave blank any you cannot answer.

If your organization allows you to respond in detail, please take the time to answer the following additional questions to help us better evaluate the proposer's response to the County of El Paso's RFP:

1. How would you describe the Return on Investment (ROI) of the services provided by the Proposer?
2. Describe anything that was especially good about the proposer's services.
3. Please describe anything that this proposer could improve on.
4. Who were the key personnel and how did they perform?
5. What surprises, unexpected issues or hidden costs did you encounter with this proposer?
6. Describe your organization's overall satisfaction with the Proposer. Would you still choose this proposer now? Why or why not?
7. Can you share any other information relevant to the requested reference check for this Proposer/Firm?

Thank you for taking the time to help the El Paso County, Texas evaluate this Proposal.