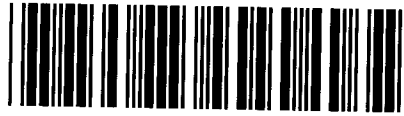




Control Number: 42852



Item Number: 56

Addendum StartPage: 0

RECEIVED

2015 JUN -5 PM 2: 55

PUBLIC UTILITY COMMISSION  
FILING CLERK

PUC DOCKET NO. 42852  
SOAH DOCKET NO. 473-15-0422

APPLICATION FROM THE CITY §  
OF SPLENDORA TO AMEND CCN §  
NO. 11727 IN MONTGOMERY AND §  
LIBERTY COUNTIES §

BEFORE THE STATE OFFICE  
OF  
ADMINISTRATIVE HEARINGS

CITY OF SPLENDORA'S AMENDMENT TO CCN APPLICATION

Administrative Law Judge Vandrovec:

On May 29, 2015, the City of Splendor (*"Splendor"*) and the City of Patton Village (*"Patton Village"*) participated in mediation at the State Office of Administrative Hearings (*"SOAH"*) office in Houston, Texas, in the above-referenced matter. At such mediation, Splendor and Patton Village reached a settlement agreement; and, consequently, the parties and Public Utility Commission filed a Joint Motion to Abate these proceedings to provide time to carry out the provisions of such agreement.

Accordingly, Splendor hereby amends its Application to reduce the geographic area requested, as more specifically depicted by the attached maps and digital data attached hereto as Attachment A. These revised maps not only remove a portion of land on the southern section of the area requested, but they also remove Mr. Muirhead and Mr. Chang's tracts of land due to their prior requests to exclude their land under Texas Water Code § 13.246(h). Copies of Mr. Muirhead and Mr. Chang's exclusion requests are attached hereto as Attachment B.

56

Respectfully submitted,

**LLOYD GOSSELINK ROCHELLE &  
TOWNSEND, P.C.**  
816 Congress Avenue, Suite 1900  
Austin, Texas 78701  
(512) 322-5800  
(512) 472-0532 (Fax)



DAVID J. KLEIN  
State Bar No. 24041257  
dklein@lglawfirm.com

CHRISTIE DICKENSON  
State Bar No. 24037667  
cdickenson@lglawfirm.com

**ATTORNEYS FOR CITY OF SPLENDORA**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was transmitted by fax, hand-delivery and/or regular, first class mail on this 5th day of June, 2015 to the parties of record, in accordance with P.U.C. Procedural Rule 22.74.

  
\_\_\_\_\_  
David J. Klein

**ATTACHMENT A**  
Oversized CCN MAPs and Digital Data

**ATTACHMENT B**  
Exclusion Requests

**OVERSIZED DOCUMENTS**

**MAPS**

**TO VIEW OVERSIZED DOCUMENTS PLEASE GO TO CENTRAL RECORDS**

**512-936-7180**



**OVERSIZED DOCUMENTS**

**CD**

**TO VIEW OVERSIZED DOCUMENTS PLEASE GO TO CENTRAL RECORDS**

**512-936-7180**





Richard R. Burroughs

ATTORNEY AT LAW & MEDIATOR

Jennifer Bergman

ATTORNEY AT LAW

MAIL P O BOX 1676  
209 E HANSON  
CLEVELAND, TEXAS 77328-1676

PHONE: (281) 592-5234  
FACSIMILE (281) 592-1029  
Email: info@BurroughsandBergman.com

RECEIVED  
2014 SEP 17 PM 1:44  
PUBLIC UTILITY COMMISSION  
FILING CLERK

October 10, 2013

Water Supply Division  
Utilities and Districts Section, MC-153  
P.O. Box 13087  
Austin, Texas 78711-3087

RECEIVED  
OCT 10 2013

UTILITIES & DISTRICTS  
SECTION

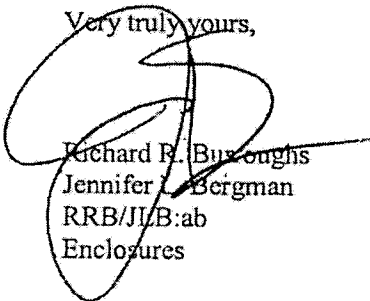
Re: Joe Edward Muirhead  
25386 Blackburn Drive  
Splendora, Texas 77372-3200  
(281) 221-9605

To Whom it May Concern:

This office represents Joe Edward Muirhead. Please allow this to serve as request for a public hearing for the applicant, City of Splendora, applicant CCN No. 11727. Mr. Muirhead would be adversely affected by the granting of the application for water/sewer utility service, as he has approximately 140 acres in the proposed area and has a significant amount of livestock and agricultural on his property. Without more information regarding how this would impact Mr. Muirhead and his customary usage of his property, he therefore requests a public hearing. If his utilization of the wells on his property and the irrigation he regularly performs would not be impacted by this water/sewer utility services and no change would be necessary then it may make a public hearing unnecessary. Additionally, based upon the amount of property Mr. Muirhead owns within the proposed area, approximately 140 acres, he requests to invoke his right to opt out of the district, at least until the necessary information regarding the impact on his utilization of the property in his customary manner is further investigated and detailed. This letter shall be supplemented with a metes and bounds description and survey of said property within the next 7 to 10 days, once said information is procured.

Should you require any additional information, please contact my office.

Very truly yours,

  
Richard R. Burroughs  
Jennifer L. Bergman  
RRB/JLB:ab  
Enclosures



# MONTGOMERY COUNTY TAX STATEMENT 2013

## J. R. MOORE, JR. TAX ASSESSOR/COLLECTOR

Questions concerning this TAX BILL should be directed to the MONTGOMERY COUNTY TAX OFFICE (936) 539-7897

Questions concerning APPRAISED VALUE or EXEMPTIONS GRANTED should be directed to the MONTGOMERY CENTRAL APPRAISAL DISTRICT (936) 756-3354

<b>OWNER NAME AND ADDRESS</b>	<b>ACCOUNT NUMBER</b>	<b>PROPERTY DESCRIPTION</b>
MUIRHEAD, JOE EDWARD 25386 BLACKBURN DR SPLENDORA TX 77372-3200	00.6060.00.15500	\$606000 IDA STRAUSS, LOT 155, 156 157 ACRES 54.0857
	<b>DATE OF NOTICE</b>	
	09/30/2013	
<b>PARCEL ADDRESS:</b>		

Taxing Jurisdiction	Exemption	Taxable Value	Rate per \$100	Taxes	Appraised Values
MONTGOMERY COUNTY	\$62,200	\$5,410	0.4838	\$26.17	100% Land Value \$67,610
MONTGOMERY CO HOSPITAL DIST	\$62,200	\$5,410	0.0727	\$3.93	100% Improvement Value
SPLENDORA ISD	\$62,200	\$5,410	1.3155	\$71.17	100% Total Value \$67,610
MONTGOMERY CO ESD 11	\$62,200	\$5,410	0.1000	\$5.41	Capped Value
LONE STAR COLLEGE	\$62,200	\$5,410	0.1160	\$6.28	

EXEMPTIONS/DEFERRALS		Penalty and Interest Charged	Rate	Current Taxes
OPEN SPACE 1-D-1				
		Paid by Feb 28, 2014	7%	\$120.87
		Paid by Mar 31, 2014	9%	\$123.14
		Paid by Apr 30, 2014	11%	\$125.39
		Paid by May 31, 2014	13%	\$127.64
		Paid by Jun 30, 2014	15%	\$129.91

**TOTAL TAXES DUE BY JANUARY 31, 2014** **\$112.96**

NOTE: If a mortgage company is responsible for payment of these taxes, please write your loan number on this statement and immediately send it to the mortgage company.

**PAYMENT OPTIONS**

**OVER 65 & DISABLED PAYMENT:** If you are at least 65 years of age or disabled and qualify for an exemption under Section 11.13(c) of the Texas Property Tax Code, you may pay your residential homestead current year taxes in installments with no penalty or interest. Payments are due as follows: 1/4 due by January 31, 1/4 due by May 31, 1/4 due by July 31, 1/4 due by March 31.

**CREDIT CARD PAYMENT:** Call 1-800-272-9829 or visit [www.officialpayments.com](http://www.officialpayments.com) (Jurisdiction Code 5331). After authorization of your payment, you will be given a confirmation number that you should keep for your records. There will be a nominal fee charged for this service.

**PAYMENTS MADE AFTER JANUARY 31 SHOULD BE MAILED TO:** J.R. MOORE, JR. TAX ASSESSOR/COLLECTOR  
400 N. SAN JACINTO, CONROE, TX 77301  
(936) 539-7897

**USE ENCLOSED ENVELOPE FOR PAYMENTS MADE PRIOR TO FEBRUARY 1, 2014**

PLEASE DETACH AND RETURN WITH YOUR PAYMENT

<b>ACCOUNT NUMBER</b>
00.6060.00.15500

### TAX YEAR 2013

IF PAID BY JANUARY 2014	\$112.96
IF PAID BY FEBRUARY 2014	\$120.87
IF PAID BY MARCH 2014	\$123.14

<b>AMOUNT PAID</b>
\$

192-1  
MUIRHEAD, JOE EDWARD  
25386 BLACKBURN DR  
SPLENDORA TX 77372-3200

Please note your ACCOUNT NUMBER on your check(s)

**MAKE PAYABLE TO:**  
J.R. MOORE, JR.  
ASSESSOR & COLLECTOR OF TAXES  
P.O. BOX 4798  
HOUSTON, TEXAS 77210-4798



0095071 000000011296 000000000000 8

2013 YEAR TAX STATEMENT



J.R. MOORE, JR.  
 MONTGOMERY COUNTY TAX ASSESSOR/ COLLECTOR  
 400 N. SAN JACINTO  
 CONROE, TX 77301-2823  
 PHONE NO. (936) 539-7897

Mail To:  
 MUIRHEAD, JOE E  
 25386 BLACKBURN DR  
 SPLENDORA, TX 77372-3200

Legal Description:  
 S606000 - IDA STRAUSS, LOT 155-157,  
 ACRES 8

Account No: 00.6060.00.15501

Legal Acres: 8.0000

CAD No: R295973

As of Date: 10/07/2013

Parcel Address:

Print Date: 10/07/2013

Market Value		Appraised Value	Assessed Value	Capped Value	Homestead Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$10,000	\$1,000	\$11,000	\$11,000	\$0	\$1,000	\$10,000	\$0

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Value			
MONTGOMERY COUNTY	\$11,000	OSP	\$9,200	\$1,800	0.483800	\$8.71
MONTGOMERY CO HOSPITAL DI	\$11,000	OSP	\$9,200	\$1,800	0.072700	\$1.31
SPLENDORA ISD	\$11,000	OSP	\$9,200	\$1,800	1.315500	\$23.68
MONTGOMERY CO ESD 11	\$11,000	OSP	\$9,200	\$1,800	0.100000	\$1.80
LONE STAR COLLEGE	\$11,000	OSP	\$9,200	\$1,800	0.116000	\$2.09

Total 2013 Tax: \$37.59  
 Total 2013 Levy Paid To Date: \$0.00  
 2013 Levy Due: \$37.59  
 Total 2013 Due: \$37.59

Exemptions:

OSP OPEN SPACE I-D-1

AMOUNT DUE IF PAID BY THE END OF:						Taxes become delinquent on February 01, 2014.					
OCT 2013 0%	NOV 2013 0%	DEC 2013 0%	JAN 2014 0%	FEB 2014 7%	MAR 2014 9%	OCT 2013 0%	NOV 2013 0%	DEC 2013 0%	JAN 2014 0%	FEB 2014 7%	MAR 2014 9%
\$37.59	\$37.59	\$37.59	\$37.59	\$40.23	\$40.97	\$37.59	\$37.59	\$37.59	\$37.59	\$40.23	\$40.97

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

School Information:

SPLENDORA ISD 2013 M&O 1.0400000 I&S .27550000 Total 1.3155000 2012 M&O 1.0400000 I&S .27550000 Total 1.3155000

TO PAY BY CREDIT CARD PLEASE CALL 1-800-272-9829 OR VISIT WWW.OFFICIALPAYMENTS.COM  
 IF PAYING BY CREDIT CARD USE JURISDICTION CODE 5331. THERE WILL BE A NOMINAL FEE CHARGED FOR THIS SERVICE.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

AMOUNT DUE IF PAID BY THE END OF:						Print Date: 10/07/2013					
OCT 2013 0%	NOV 2013 0%	DEC 2013 0%	JAN 2014 0%	FEB 2014 7%	MAR 2014 9%	OCT 2013 0%	NOV 2013 0%	DEC 2013 0%	JAN 2014 0%	FEB 2014 7%	MAR 2014 9%
\$37.59	\$37.59	\$37.59	\$37.59	\$40.23	\$40.97	\$37.59	\$37.59	\$37.59	\$37.59	\$40.23	\$40.97

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

J.R. MOORE JR.  
 400 N San Jacinto  
 CONROE, TX 77301-2823



00.6060.00.15501  
 MUIRHEAD, JOE E  
 25386 BLACKBURN DR  
 SPLENDORA, TX 77372-3200

AMOUNT PAID:  
 \$ \_\_\_\_\_

0095072 000000003759 000000003759 1

2013 YEAR TAX STATEMENT



J.R. MOORE, JR.  
 MONTGOMERY COUNTY TAX ASSESSOR/ COLLECTOR  
 400 N. SAN JACINTO  
 CONROE, TX 77301-2823  
 PHONE NO. (936) 539-7897

Mail To:  
 MUIRHEAD, JOE E  
 25386 BLACKBURN DR  
 SPLENDORA, TX 77372-3200

Legal Description:  
 IDA STRAUSS, LOT 155,156,157, ACRES  
 3.000

Legal Acres: 3.0000  
 Parcel Address: 25386 BLACKBURN DR

Account No: 00.6060.00.15600

As of Date: 10/07/2013

Print Date: 10/07/2013

CAD No: R102671

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$3,750	\$12,110	\$15,860	\$15,860	\$0	\$15,860	\$0	\$0

Taxing Unit	Assessed Value (100%)	Code	Exemptions		Taxable Value	Tax Rate	Tax
			Value				
MONTGOMERY COUNTY	\$15,860	O65, HOM	\$15,860		\$0	0.483800	\$0.00
MONTGOMERY CO HOSPITAL DI	\$15,860	O65, HOM	\$15,860		\$0	0.072700	\$0.00
SPLENDORA ISD	\$15,860	O65, HOM	\$15,860		\$0	1.315500	\$0.00
MONTGOMERY CO ESD 11	\$15,860	O65, HOM	\$15,860		\$0	0.100000	\$0.00
LONE STAR COLLEGE	\$15,860	O65, HOM	\$15,860		\$0	0.116000	\$0.00

Total 2013 Tax: \$0.00  
 Total 2013 Levy Paid To Date: \$0.00  
 2013 Levy Due: \$0.00  
 Total 2013 Due: \$0.00

Exemptions:

O65 OVER 65 HOM HOMESTEAD

AMOUNT DUE IF PAID BY THE END OF:					
OCT 2013 0%	NOV 2013 0%	DEC 2013 0%	JAN 2014 0%	FEB 2014 7%	MAR 2014 9%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

School Information :  
 SPLENDORA ISD 2013 M&O 1.0400000 I&S .27550000 Total 1.3155000 2012 M&O 1.0400000 I&S .27550000 Total 1.3155000

TO PAY BY CREDIT CARD PLEASE CALL 1-800-272-9829 OR VISIT WWW.OFFICIALPAYMENTS.COM  
 IF PAYING BY CREDIT CARD USE JURISDICTION CODE 5331. THERE WILL BE A NOMINAL FEE CHARGED FOR THIS SERVICE.  
 PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT. 7.1.41

Print Date: 10/07/2013

AMOUNT DUE IF PAID BY THE END OF:					
OCT 2013 0%	NOV 2013 0%	DEC 2013 0%	JAN 2014 0%	FEB 2014 7%	MAR 2014 9%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

J.R. MOORE JR.  
 400 N San Jacinto  
 CONROE, TX 77301-2823



AMOUNT PAID:  
 \$ \_\_\_\_\_

00.6060.00.15600  
 MUIRHEAD, JOE E  
 25386 BLACKBURN DR  
 SPLENDORA, TX 77372-3200

0095073 000000000000 000000000000 3

2013 YEAR TAX STATEMENT



J.R. MOORE, JR.  
 MONTGOMERY COUNTY TAX ASSESSOR/ COLLECTOR  
 400 N. SAN JACINTO  
 CONROE, TX 77301-2823  
 PHONE NO. (936) 539-7897

Mail To:  
 MUIRHEAD, JOE E  
 25386 BLACKBURN DR  
 SPLENDORA, TX 77372-3200

Legal Description:  
 S606000 - IDA STRAUSS, LOT 155, 156,  
 157, ACRES 60

Account No: 00.6060.00.15700

Legal Acres: 60.0000

CAD No: R102672

As of Date: 10/07/2013

Parcel Address:

Print Date: 10/07/2013

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$75,000	\$0	\$75,000	\$75,000	\$0	\$0	\$75,000	\$0

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Value			
MONTGOMERY COUNTY	\$75,000	OSP	\$69,000	\$6,000	0.483800	\$29.03
MONTGOMERY CO HOSPITAL DIST	\$75,000	OSP	\$69,000	\$6,000	0.072700	\$4.36
SPLENDORA ISD	\$75,000	OSP	\$69,000	\$6,000	1.315500	\$78.93
MONTGOMERY CO ESD 11	\$75,000	OSP	\$69,000	\$6,000	0.100000	\$6.00
LONE STAR COLLEGE	\$75,000	OSP	\$69,000	\$6,000	0.116000	\$6.96

Total 2013 Tax: \$125.28  
 Total 2013 Levy Paid To Date: \$0.00  
 2013 Levy Due: \$125.28  
 Total 2013 Due: \$125.28

Exemptions:

OSP OPEN SPACE 1-D-1

AMOUNT DUE IF PAID BY THE END OF:						Taxes become delinquent on February 01, 2014.					
OCT 2013 0%	NOV 2013 0%	DEC 2013 0%	JAN 2014 0%	FEB 2014 7%	MAR 2014 9%	OCT 2013 0%	NOV 2013 0%	DEC 2013 0%	JAN 2014 0%	FEB 2014 7%	MAR 2014 9%
\$125.28	\$125.28	\$125.28	\$125.28	\$134.06	\$136.55						

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

School Information:

SPLENDORA ISD 2013 M&O 1.0400000 I&S .27550000 Total 1.3155000 2012 M&O 1.0400000 I&S .27550000 Total 1.3155000

TO PAY BY CREDIT CARD PLEASE CALL 1-800-272-9829 OR VISIT WWW.OFFICIALPAYMENTS.COM  
 IF PAYING BY CREDIT CARD USE JURISDICTION CODE 5331. THERE WILL BE A NOMINAL FEE CHARGED FOR THIS SERVICE.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT. 7.141

AMOUNT DUE IF PAID BY THE END OF:						Print Date: 10/07/2013
OCT 2013 0%	NOV 2013 0%	DEC 2013 0%	JAN 2014 0%	FEB 2014 7%	MAR 2014 9%	
\$125.28	\$125.28	\$125.28	\$125.28	\$134.06	\$136.55	

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

J.R. MOORE JR.  
 400 N San Jacinto  
 CONROE, TX 77301-2823



00.6060.00.15700  
 MUIRHEAD, JOE E  
 25386 BLACKBURN DR  
 SPLENDORA, TX 77372-3200

AMOUNT PAID:  
 \$ \_\_\_\_\_

0095076 000000012528 000000012528 8

Account Master | Account Status | Notes | Store Select List | Go To:

RKUBULAN  
ACTE007 v1.42

NAME/ADDRESS/OWNERSHIP CHANGE(S) RECEIVED

10/07/2013 10:16:24  
ACTMONTGOMERY

Owner |  Alt Owner | Legal Desc | Subdivision | Lawsuit | Mobile Home

Owner/ Situs Search

Check All | Uncheck All

Select	Certified Owner	Parcel No	Parcel Address	Account No	Appr Dist No.	Paid Flag
<input type="checkbox"/>	MUIRHEAD, JOE E			0060600015501	R295973	<input type="checkbox"/>
<input type="checkbox"/>	MUIRHEAD, JOE E	25386	BLACKBURN DR	0060600015600	R102671	<input checked="" type="checkbox"/>
<input type="checkbox"/>	MUIRHEAD, JOE E			0060600015700	R102672	<input type="checkbox"/>
<input type="checkbox"/>	MUIRHEAD, JOE EDWARD			0060600015500	R102670	<input type="checkbox"/>
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Previous 100 Accounts

Search Unpaid Only

Next 100 Accounts

68-011-01

4742346

FILED FOR RECORD  
97 JUL 14 PM 2:29

WARRANTY DEED WITH VENDOR'S LIEN

MARK TURNBULL, CO. CLERK  
MONTGOMERY COUNTY, TEXAS

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

KNOW ALL PERSONS BY THESE PRESENTS

DEPUTY

THAT ELIZABETH D. WILLIAMS, JOHN CALDWELL, SR., and NOLAN J. GINN, JR., Trustees of the TOM R. JONES ESTATES PROPERTIES TRUST, of Harris County, Texas, (the "GRANTORS") for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the undersigned paid by GRANTEE herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the GRANTEE of the one certain promissory note of even date herewith in the principal sum of THIRTEEN THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$13,333.33), payable to the order of TOM R. JONES ESTATE PROPERTIES TRUST, bearing interest at the rate therein provided, and being payable as therein specified; said note further providing for acceleration of maturity and attorney's fees in the event of default, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to FRANK W. MORGAN, TRUSTEE; have GRANTED, SOLD and CONVEYED, by these presents do GRANT, SELL and CONVEY unto

JOE E. MUIRHEAD,

(the "GRANTEE") of the County of Montgomery and State of Texas, all of their undivided rights, title and interest in and to the following described real property in Montgomery County, Texas. Such undivided interest being an undivided 66.667% of the fee simple title to:

TRACT NO. 157 IN THE IDA STRAUS SUBDIVISION, a subdivision in the John Cole Survey, A-121, Montgomery County, Texas, according to the map or plat thereof, recorded in Volume 67, Page 383 of the Deed Records of Montgomery County, Texas. This is the same Lot 157 conveyed to Tom R. Jones by a document recorded in Volume 530, Page 445 of the Deed Records of Montgomery County, Texas, and containing forty-four (44) acres, more or less.

THIS CONVEYANCE is made and accepted expressly subject to 1) any and all restrictions, covenants, conditions, agreements, assessments, maintenance charges, leases, easements and previously conveyed or reserved mineral and royalty interests, if any, relating to the herein described property, but only to the extent that such are still valid, in effect and shown of record in the herein mentioned County and State, 2) to any and all zoning laws, regulations, and ordinances of municipal and governmental authorities, if any, but only to the



extent that such are still valid, in effect and relate to the herein described property, and (3) to any and all visibly apparent easements on the ground.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto GRANTEE, his heirs and assigns forever; and GRANTOR does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the said premises unto GRANTEE, his heirs and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under the GRANTORS, but not otherwise.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof when this Deed shall become absolute.

EXECUTED this 24 day of June, 1997.

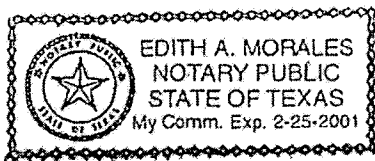
Elizabeth D. Williams  
ELIZABETH D. WILLIAMS, Trustee of the Tom R. Jones Estate Properties Trust, and not otherwise

John Caldwell Sr.  
JOHN CALDWELL, SR., Trustee of the Tom R. Jones Estate Properties Trust, and not otherwise

Nolan J. Ginn Jr.  
NOLAN J. GINN, JR., Trustee of the Tom R. Jones Estate Properties Trust, and not otherwise

THE STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on this 18<sup>th</sup> day of June, 1997, by ELIZABETH D. WILLIAMS, Trustee of the TOM R. JONES ESTATES PROPERTIES TRUST.

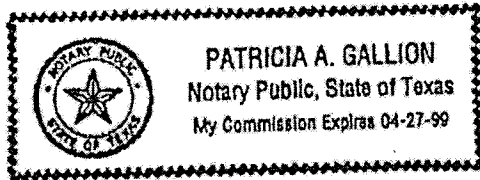


Edith Morales  
Notary Public - STATE OF TEXAS  
My Commission Expires: \_\_\_\_\_

68-011-01

THE STATE OF TEXAS  
COUNTY OF TOM GREEN

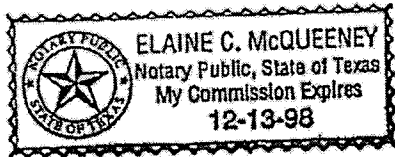
This instrument was acknowledged before me on this 20 day of June, 1997, by JOHN CALDWELL, SR., Trustee of the TOM R. JONES ESTATES PROPERTIES TRUST.



*Patricia A. Gallion*  
Notary Public - STATE OF TEXAS  
My Commission Expires: 4-27-99

THE STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on this 24 day of June, 1997, by NOLAN J. GINN, JR., Trustee of the TOM R. JONES ESTATES PROPERTIES TRUST.



*Elaine C. McQueeney*  
Notary Public - STATE OF TEXAS  
My Commission Expires: 12/13/98

Grantee's Name & Address:

JOE E. MUIRHEAD  
P.O. Box 217  
Splendora, Texas 77372

AFTER RECORDING - RETURN TO:

JOE E. MUIRHEAD  
P.O. Box 217  
Splendora, Texas 77372

TRACT  
# 156

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS            )(  
  )(           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF MONTGOMERY        )(

THAT TOM A. MARTIN, TRUSTEE, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by JOE MUIRHEAD AND WIFE, MARY MUIRHEAD, hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by Grantee of one certain Promissory Note in the principal sum of \$32,000.00, of even date herewith, payable to the order of HOUSTON TEXAS FIRE FIGHTERS FEDERAL CREDIT UNION, hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing the usual reasonable attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and superior title retained herein in favor of said Mortgagee, and being also secured by a Deed of Trust of even date herewith from Grantee to GREGORY L. GREGG, Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as included in the above-described Note, said Vendor's Lien against said property securing the payment of said Note is hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said superior title to said property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said liens; and

Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said Grantee, the following described property, to-wit:

SEE EXHIBIT \*A\* ATTACHED HERETO.

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns, forever. And Grantor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto said Grantee, his 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 their payment is assumed by Grantee.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, rights of way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of said County.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns".

It is expressly agreed that the Vendor's Lien is retained in favor of the payee of said Note against the above-described property, premises and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this Deed shall become absolute.

EXECUTED this 18TH day of DECEMBER, 1998.

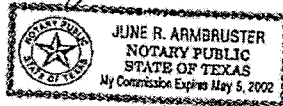
  
TOM A. MARTIN, TRUSTEE

STATE OF Texas, COUNTY OF MONTGOMERY

This instrument was acknowledged before me on this 23 day of December, 19 98, by TOM A. MARTIN, TRUSTEE.

  
NOTARY PUBLIC

GRANTEE'S ADDRESS:  
12387 MORGAN DRIVE  
SPLENDORA, TEXAS 77372



Lot 156, consisting of 44 acres, more or less, in the IDA STRAUS Subdivision, a subdivision of 4569.8 acres, located in the John Cole League, Abstract No. 121, Montgomery County, Texas, according to the map or plat thereof recorded in Volume 2, Page 21 of the Map Records of Montgomery County, Texas.

EXHIBIT "A"

#155

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

THAT TOM A. MARTIN, TRUSTEE,, (the "GRANTOR") of the County of Montgomery and State of Texas for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the undersigned paid by GRANTEE herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the GRANTEE of the one certain promissory note of even date herewith in the principal sum of \$45,000.00, payable to the order of TOM A. MARTIN, TRUSTEE, bearing interest at the rate therein provided, and being payable as therein specified, and which proceeds of the said Promissory Note are being paid by JOE E. MUIRHEAD, to GRANTOR as part of the purchase price and at the special insistence and request and for the benefit of GRANTEE; said note further providing for acceleration of maturity and attorney's fees in the event of default, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to WILLIAM T. FOWLER, TRUSTEE; has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto JOE E. MUIRHEAD, (the "GRANTEE") of the County of Montgomery and State of Texas, all of the following described real property in Montgomery County, Texas, to-wit:

Lot 155 consisting of 44 acres, more or less, in the IDA STRAUS Subdivision, a subdivision of 4,569.8 acres, located in the John Cole League, Abstract No. 121, Montgomery County, Texas, according to the map or plat thereof recorded in Volume 2, Page 21 of the Map Records of Montgomery County, Texas.

THIS CONVEYANCE is made and accepted expressly subject to 1) any and all restrictions, covenants, conditions, agreements, assessments, maintenance charges, leases, easements and previously conveyed or reserved mineral and royalty interests, if any, relating to the herein described property, but only to the extent that such are still valid, in effect and shown of record in the herein mentioned County and State, and 2) to any and all zoning laws, regulations, and ordinances of municipal and governmental authorities, if any, but only to the extent that such are still valid, in effect and relate to the herein described property, AND 3) timber deed in favor of Greg and Lynn McKenna.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, his heirs and assigns forever, and GRANTOR does hereby bind himself, his heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through and under the Grantor but not otherwise.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof when this Deed shall become absolute.

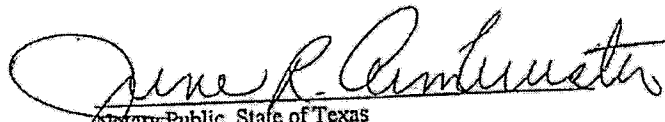
EXECUTED this 23 day of December, 1998.

  
TOM A. MARTIN, TRUSTEE

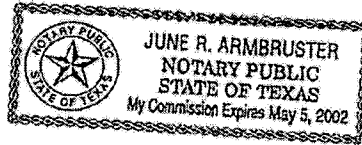
THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

§  
§

This instrument was acknowledged before me on this 23 day of December, 1998, by TOM A. MARTIN, in the capacity therein stated.

  
Notary Public, State of Texas

GRANTEE'S ADDRESS:  
Joe Muirhead  
P.O. Box 217  
Splendora, Texas 77372



AFTER RECORDING,  
RETURN TO:  
Joe Muirhead  
P.O. Box 217  
Splendora, Texas 77372

WARRANTY DEED WITH VENDOR'S LIEN - PAGE 2

2008-034867

554-11-0301

12

**Partition or Exchange Agreement**

00-01-04285

The parties to this Partition or Exchange Agreement are **JOE E. MUIRHEAD**, SSN.: XXX-XX-4319, TDL# XXXX4625, ("Husband"), of Montgomery County, Texas, and **MARY LEE MUIRHEAD**, SSN.: XXX-XX-6934, TDL# XXXX9708, ("Wife"), of Montgomery County, Texas. The parties were married on October 20, 1967.

RECEIVED AND FILED FOR RECORD  
At 9 O'clock  
A  
SEP 9 2008  
JENNIFER ADAMICKA  
CLERK  
MONTGOMERY COUNTY  
TEXAS

**Authority**

This agreement is pursuant to Title 1, Chapter 4 of the Texas Family Code and is signed voluntarily.

Each party is aware of the methods of the enforceability of this agreement and each party is represented by independent legal counsel who have fully explained the effects of this agreement. Each party understands that this agreement is enforceable against the heirs or the personal representative of the estate of a proceeding occurs after the death of the spouse against whom enforcement is sought in accordance with Section 4.205 of the Texas Family Code, and in the event any of the property described herein is found to be separate property the parties understand the language contained in Section 4.205 and waive the necessity of Section 4.205(b) requiring the bold-faced type, capital letters, or underlined admonishment disclosures required by that Section.

It is also the parties intent that this agreement also be considered to have the same effect as a Rule 11 Agreement pursuant to the Texas Rules of Civil Procedure with the same effect as an agreement made in a judicial proceeding by parties relating to matters incident to proceedings obviating the need for proof litigating any of the issues contained herein, and the parties agree that this written agreement is enforceable in the same manner as specified in Section 154.071 of the Texas Civil Practice and Remedies Code, Title 7. The parties further understand and agree that this written contract does not reflect the intention of the parties due to mutual mistake and neither party has acted upon any misunderstanding of the same material facts.

The parties agree that this agreement is binding and irrevocable at the time of execution of this agreement rather than any subsequent event with the same effect as authorized in Section 7.006 of the Texas Family Code and Section 154.071 of the Texas Civil Procedure and Remedies Code. It is further our intent that the division is just and right and each party waives any right to request from the Court a revised agreement or to file suit claiming a division contrary to this agreement, save for the discovery that any party was not fully candid in providing the other a complete accounting of their property.

**Stipulations**

It is the intent of the parties that any provision contained herein pursuant to Section 4.52 of the Texas Probate Code, this agreement creates a right of survivorship in community property and is the equivalent of creating a right of survivorship that becomes the property of the survivor and vests in and belongs to the surviving spouse and passes to the surviving spouse.

It is further stipulated and agreed that this agreement cannot be revoked and in the event one party seeks to revoke this agreement, the party seeking revocation shall be solely responsible for the attorney's fees of the other party to be equalized and determined by the Court in which the revocation is sought.

1. The parties are entering into this agreement in accordance with article XVI, section 15, of the Texas Constitution, as amended, and relevant sections of the Texas Family



Code, as amended and its corresponding sections in the Texas Family Code.

2. The parties acknowledge and agree that they are making and entering into this agreement voluntarily and without the intention to defraud or prejudice preexisting creditors.

3. The parties own as community property certain real and personal property as described in Schedules A and B, which are attached to this agreement. The parties intend by this agreement to partition or exchange those properties between themselves.

4. Each party desires to partition or exchange that community property in order for each party, following the execution of this agreement, to hold and possess his or her share as his or her sole and separate property.

5. The parties intend to clarify their respective property rights to eliminate any uncertainty about those rights.

6. The parties intend by this agreement that no future community property will be created during the remainder of their marriage.

In consideration of the mutual promises, agreements, partitions, exchanges, releases, and waivers contained in this agreement and in consideration of the parties' desire to establish certain rights and obligations by this agreement, and with the intent to be fully bound by the terms of this agreement, the parties covenant, agree, and contract as follows:

I.

#### DISCLOSURE

Each party represents and warrants to the other party that he or she has, made to the other party a complete and accurate disclosure of the nature and extent of the community property of the parties, including values, and financial obligations, contingent or otherwise, and that the disclosure includes but is not limited to the property set forth in Schedules A and B attached to this agreement and other documentation exchanged between the parties before their signing of this agreement. Each party additionally acknowledges that, before the signing of this agreement, he or she has been provided a fair and reasonable disclosure of the community property and financial obligations of the parties. Furthermore, and before the execution of this agreement, each party has provided, to the other party all information and documentation pertaining to all community property, including income and value, and all financial obligations they have incurred since the date of the execution of this agreement

Each party to this agreement agrees that this agreement was signed voluntarily, the agreement is not unconscionable at the time of execution, that each party was provided a fair and reasonable disclosure of the property or financial obligations of each party and that each party waived any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided. It is stipulated that each party had an adequate knowledge of the property or financial obligations of the other party, that each party waives any right to further disclosure of the property or financial obligations of the other party beyond the disclosure provided. Each party had adequate knowledge of the property of the other party and is satisfied with the disclosure provided.

#### PROPERTY OF PARTIES

Husband and Wife own as community property or separate property all that certain estate, real, personal, and mixed, described in Schedules A and B attached to this agreement.

## PROPERTY PARTITIONED TO HUSBAND

The parties agree that Husband will own, possess, and enjoy as his sole and separate estate, free from any claim of Wife, the property listed in Schedule A, which is attached to this agreement and incorporated in it for all purposes. Wife partitions and exchanges to Husband all her community-property interest in and to all the property listed in Schedule A, together with any insurance policies covering the property and any escrow accounts that relate to it. Wife grants, releases, and confirms to Husband and to his heirs and assigns all right, title, and interest in and claims to the property listed in Schedule A, to have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging forever.

## PROPERTY PARTITIONED TO WIFE

The parties agree that Wife will own, possess, and enjoy as her sole and separate estate, free from any claim of Husband, all the property listed in Schedule B, which is attached to this agreement and incorporated in it for all purposes. Husband partitions and exchanges to Wife all his community-property interest in and to all the property listed in Schedule B, together with all insurance policies covering the property and all escrow accounts that relate to it. Husband grants, releases, and confirms to Wife and to her heirs and assigns all right, title, and interest in and claims to the property listed in Schedule B, to have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging forever.

## ASSET DESCRIPTIONS

The parties have tried to use the correct legal description for each asset listed in any schedule attached to this agreement. If any asset is incorrectly described, the description used is adequate for the purposes of this agreement and accompanying schedules, and the parties agree to execute any additional paperwork required to confirm ownership in the name of the party in whose schedule the asset appears.

## III.

## INCOME FROM HUSBAND'S SEPARATE PROPERTY

Except as noted below, Wife agrees that all income, changes, mutations, and increases in kind or in value of Husband's separate property following the execution of this agreement and all property that he may hereafter acquire, including all property acquired as a result of the reinvestment of income from his separate property, will be the separate property of Husband. Income from separate property includes but is not limited to interest, rents, royalties, stocks, splits, and dividends. Except as noted below, Wife forever releases, relinquishes, and renounces any interest in such income, changes, mutations, and increases in kind or in value derived from Husband's separate property, including all property acquired as a result of the reinvestment of income from his separate property, in consideration of Husband's reciprocal agreement and release, relinquishment, and renunciation. Notwithstanding the preceding language in this paragraph, future earnings and income arising from Husband's separate property as listed in Schedule C will be the community property of the parties after the date of the execution of this agreement.

## INCOME FROM WIFE'S SEPARATE PROPERTY

Except as noted below, Husband agrees that all income, changes, mutations, and increases in kind or in value of Wife's separate property following the execution of this agreement and all property that she may hereafter acquire, including all property acquired as a

result of the reinvestment of income from her separate property, will be the separate property of Wife. Income from separate property includes but is not limited to interest, rents, royalties; stocks, splits, and dividends. Except as noted below, Husband forever releases, relinquishes, and renounces any interest in such income, changes, mutations, and increases in kind or in value derived from Wife's separate property, including all property acquired as a result of the reinvestment of income from her separate property, in consideration of Wife's reciprocal agreement and release, relinquishment, and renunciation. Notwithstanding the preceding language in this paragraph, future earnings and income arising from Wife's separate property as listed in Schedule D will be the community property of the parties after the date of the execution of this agreement.

#### WAIVER OF CLAIMS

Each party agrees that the property being partitioned and exchanged between the parties as their respective separate property will be free from all claims that the other party may have before the date of this agreement, as well as all claims that may arise following the execution of this agreement. Any money used for the benefit of the other party will be presumed to be a gift to the other party, as contrasted with a payment for which reimbursement or repayment is later expected, unless the parties agree otherwise in writing. This waiver applies during the lifetime of both parties, as well as on the death of either or both parties. This waiver extends to any rights, whether choate or inchoate, that may arise under the laws of Texas or any other jurisdiction. Each party further agrees that, by signing this agreement and accepting any benefit whatsoever under it, he or she is estopped from making any claim of any kind at any time to any separate property or the separate estate of the other party, except as may expressly be provided for in this agreement.

#### IV.

#### MANAGEMENT OF PROPERTIES

Each party has the full, free, and unrestricted right to manage the separate property over which he or she has control under section 3.101 of the Texas Family Code or succeeding provisions of similar import and nature, including without limitation the right to convey or encumber the property; to dispose of it by sale, gift, or otherwise; and to deal with it without taking into consideration any rights or interests of the other party. If the joinder of **JOE E. MUIRHEAD** or **MARY LEE MUIRHEAD** ("joining party") should be required by law in connection with the execution of any document by the other party with respect to the separate property of the other party, on request and from time to time, the joining party must execute all such documents necessary to effect the desires of the other party, including gift tax returns, but without any personal liability of the joining party. Neither party has the authority to encumber or dispose of the other party's separate property without the other party's express written consent. Notwithstanding any of the provisions set forth in this section 4.1, the parties agree that any gift in excess of the annual gift tax exclusion that would be applied to either party's unified lifetime credit must be consented to in writing by the parties before the making of the gift.

That the parties specifically agree that the following events shall under no circumstances be evidence of any intention by either party to alter the terms of this agreement by the following:

- a. The filing of joint tax returns;
- b. The taking of title of property in joint tenancy or in any other joint form;
- c. The designation of one party by the other as beneficiary of his or her

- d. estate or as a trustee or any form of fiduciary;  
The commingling by one party of his or her separate funds or property with the separate funds or property of the other;
- e. The furnishing of time, toil and talent of one party to enhance the separate property of the other party;
- f. The pledging of lending of the joint, separate or community credit of one or both parties for the benefit of the other parties separate estate or for the community estate;
- g. Any oral statement by either party;
- h. Any written statement by either party other than an expressed written statement changing separately owned property into jointly owned property;
- i. The payment from the funds of either party of either obligations including, but not limited to, the payment of mortgages, interests, or real property taxes, repairs or improvements on a separately or jointly held residence; and/or
- j. The joint occupation of a separately owned residence, even though designated as a homestead.

## V.

## NO REIMBURSEMENT CLAIMS

Husband waives the right to assert any claim for reimbursement that he might presently or in the future have on behalf of or against the community estate. Husband further waives the right to assert any claim for reimbursement that he might presently or in the future have against the separate estate of Wife.

Wife waives the right to assert any claim for reimbursement that she might presently or in the future have on behalf of or against the community estate. Wife further waives the right to assert any claim for reimbursement that she might presently or in the future have against the separate estate of Husband, save for the exclusion in schedule B.

## VI.

## UNDISCLOSED PROPERTY

All community property not listed in any schedule attached to this agreement is owned by the parties as equal cotenants with right of survivorship. Each party hereby grants, conveys, and assigns to the other party an undivided one-half interest in any such unlisted community property owned in the name of the granting party. Each party has attested to the validity of the list of properties exchanged in preparation for this agreement and avers that the property, assets and indebtedness conveyed to the other party is complete. Each party agrees that should the list be found to be incomplete the benefit will be granted to the opposing party.

## VII.

## ENTIRE AGREEMENT

Each party has carefully read this agreement, including all schedules attached to it and other documents to which it refers, and has executed it in reliance on the party's own judgment. This agreement expresses the entire agreement between the parties concerning the

subject it purports to cover.

INCORPORATION OF SCHEDULES

All schedules and other instruments referred to in this agreement are incorporated into this agreement as completely as if they were copied verbatim in the body of it.

PARTIAL INVALIDITY

If any provision of this agreement is for any reason found to be unenforceable, all other provisions nonetheless remain enforceable.

ENFORCEABILITY

This agreement may be enforced by suit in law or equity by either of the parties or by their heirs, executors, attorneys, or assigns. Each party agrees that, by signing this agreement and accepting any benefit whatsoever under it, he or she is estopped and barred from making any claim of any kind at any time to any separate property or the separate estate of the other party or to any property described in this agreement as being the separate property of the other party. Each party waives his or her right to make claims to any separate property of the other party or to any property designated as belonging to the separate estate of the other party, whether the property is acquired before or after this agreement is signed.

AMENDMENT OR MODIFICATION

This agreement may be waived, abandoned, modified, amended, discharged, or terminated only by a written instrument signed by both parties that specifically identifies the waiver, abandonment, modification, amendment, discharge, or termination.

EFFECTIVE DATE

This agreement takes effect when it is executed by both parties and will remain in effect even when the parties' marriage is dissolved by death or otherwise.

EXECUTION OF DOCUMENTS

Each party agrees to cooperate fully with the other in performing all acts and in executing, acknowledging, and delivering all instruments and documents required to accomplish the intent of this agreement, including but not limited to deeds, assignments, and promissory notes. Each party agrees to execute all documents required to accomplish the intent of this agreement within fourteen days after the documents are presented to the party for execution.

If either party fails on demand to comply with this provision and purpose necessary to effectuate the provisions and purposes this agreement and fails to comply with this provision, that party shall pay the other all attorney's fees, costs and other expenses reasonably incurred as a result of such failure.

This agreement shall be binding on all and shall inure to the benefit of the respective legatees, devisees, heirs, executors, administrators, assigns and successors in interest of the parties of this Agreement.

This agreement shall be governed by and shall be construed in accordance with the laws of the State of Texas and Montgomery County shall be the proper venue.

This agreement is the result from the joint efforts of both parties. This Agreement should be interpreted fairly and simply and not strictly for or against either of the parties.

This agreement supercedes any and all other agreements, either oral or in writing, or implied between the parties relating to the rights and liabilities arising out of their marriage and consists of the entire agreement of the parties.

This agreement may be amended and modified only by written agreement signed by both parties and sworn to before a notary public and inures to the benefit of the respective legatees, devisees, heirs, executors, administrators, assigns and successors in interest of the parties to this Agreement.

#### ATTORNEY'S FEES AND EXPENSES FOR ENFORCEMENT

If either party defaults in performing any obligation under this agreement so that the other party is required to engage the services of an attorney for enforcement or relief, or if either party brings an action or other proceeding to enforce this agreement or to enforce any judgment, decree, or order made by a court in connection with this agreement, the defaulting party must pay all reasonable attorney's fees, expert's fees, and other costs of the other party.

#### WAIVER OF BREACH OR TERM

The waiver of any breach of any provision of this agreement does not waive any other breach of that or any other provision. Waiver of any term of this agreement may be accomplished only concerning future performance and only by a written instrument signed by both parties expressly stating the provisions waived.

#### TITLES AND CAPTIONS

Article headings, titles, and captions contained in this agreement are merely for reference and do not define, limit, extend, or describe the scope of this agreement or any provision.

Execution and delivery of other documents: Each of the parties shall on demand execute and deliver to the other any and all documents, deeds, assignments, consents to change beneficiaries, tax returns, and other documents, and do or cause to be done any acts and things as may be necessary or desirable to effectuate the provisions and purposes of this agreement. If either party fails on demand to comply with this provision, that party shall pay to the other all attorney's fees, costs, and other expenses incurred as a result of such failure. This agreement shall operate as a muniment of title authorizing the person entitled to property herein to sign any and all documents that effectuate the terms of the property division contained herein.

#### REPRESENTATION

The attorney representing Husband is ROBERT ROSENQUIST. The attorney representing Wife is LYDIA CLAY-JACKSON. Husband has not received any legal, financial, or other kind of advice from Wife or from her attorney, LYDIA CLAY-JACKSON, in connection with the advisability or nonadvisability of entering into this agreement. Wife has not received any legal, financial, or other kind of advice from Husband or from his attorney, ROBERT ROSENQUIST, in connection with the advisability or nonadvisability of entering into this agreement.

PLACE OF PERFORMANCE AND GOVERNING LAW

All rights, duties, and obligations under this agreement are payable and enforceable in Montgomery County, Texas. This agreement must be construed, and its performance enforced, under Texas law.

MULTIPLE ORIGINALS

This agreement is executed in multiple originals. This agreement is signed after execution of the Waiver of Disclosure of Financial Information.

VIII.

WARNING

EACH PARTY TO THIS AGREEMENT UNDERSTANDS THAT BY SIGNING THIS DOCUMENT HE OR SHE IS PERMANENTLY SURRENDERING RIGHTS AND CLAIMS HE OR SHE WOULD OTHERWISE HAVE UNDER TEXAS LAW AND UNDER THE LAW OF OTHER JURISDICTIONS.

REPRESENTATIONS AND WARRANTIES OF HUSBAND

My name is **JOE E. MUIRHEAD**. I represent and warrant that:

1. I have carefully read each and every page of this agreement and all schedules attached or referred to, in their entirety.
2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement and about the spousal rights and liabilities of both parties.
3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY AFTER RECEIVING THE ADVICE OF INDEPENDENT COUNSEL.
4. I have given careful and mature thought to the making of this agreement.
5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect. I further acknowledge that this agreement was not procured by fraud, duress, or overreaching.
6. I have investigated the property and financial obligations of **MARY LEE MUIRHEAD** sufficiently to satisfy any questions I have in that regard, and I expressly waive any right to disclosure of the property and financial obligations of **MARY LEE MUIRHEAD** beyond the disclosures provided.
7. I am not relying on any fiduciary obligations owed by one party to the other or on any duty of disclosure founded on a confidential or other relationship between the parties. Furthermore, I am not relying on any legal or accounting advice or representation of fact or law provided by **MARY LEE MUIRHEAD** or anyone acting on her behalf.
8. I fully understand that, by signing this agreement and accepting any benefit whatsoever under it, I will be estopped from making any claim of any kind at any time to any separate property or the separate estate of **MARY LEE MUIRHEAD**, except as expressly provided for in this agreement.

9. I am executing this agreement with intent to be bound fully by all its terms.

10. I have given a full and accurate account of my assets and liabilities to MARY LEE MUIRHEAD.

*Joe E. Muirhead*  
\_\_\_\_\_  
JOE E. MUIRHEAD

EXECUTED in multiple originals on the dates and at the times of the acknowledgments shown below.

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me at 9:30 A.M. on Sept 8, 2009 by JOE E. MUIRHEAD.

*Sandy A. Fought*  
\_\_\_\_\_  
Notary Public, State of Texas  
*Clark & Court*

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

*Sandy A. Fought*  
\_\_\_\_\_

REPRESENTATIONS AND WARRANTIES OF WIFE

My name is MARY LEE MUIRHEAD. I represent and warrant that:

1. I have carefully read each and every page of this agreement and all schedules attached or referred to, in their entirety.
2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement and about the spousal rights and liabilities of both parties.
3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY AFTER RECEIVING THE ADVICE OF INDEPENDENT COUNSEL.
4. I have given careful and mature thought to the making of this agreement.
5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect. I further acknowledge that this agreement was not procured by fraud, duress, or overreaching.
6. I have investigated the property and financial obligations of JOE E. MUIRHEAD sufficiently to satisfy any questions I have in that regard, and I expressly waive any right to disclosure of the property and financial obligations of JOE E. MUIRHEAD beyond the disclosures provided.
7. I am not relying on any fiduciary obligations owed by one party to the other or on any duty of disclosure founded on a confidential or other relationship between the parties. Furthermore, I am not relying on any legal or accounting advice or representation of fact or law provided by JOE E. MUIRHEAD or anyone acting on his behalf.



554-11-0310

8. I fully understand that, by signing this agreement and accepting any benefit whatsoever under it, I will be stopped from making any claim of any kind at any time to any separate property or the separate estate of JOE E. MUIRHEAD, except as expressly provided for in this agreement.

9. I am executing this agreement with intent to be bound fully by all its terms.

10. I have given a full and accurate account of my assets and liabilities to JOE E. MUIRHEAD.

Mary Lee Muirhead  
MARY LEE MUIRHEAD

STATE OF TEXAS §  
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me at 9:30 A. M. on April 8, 2008 by MARY LEE MUIRHEAD.

Sandy A Faught  
Notary Public, State of Texas  
 *Clerk of Court*

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

Sandy A Faught

Ret:  
Joe E Muirhead  
25386 Blackburn Dr  
Splendora, TX 77372

I, Sara Gladden, do hereby certify that I am a true and correct copy of the Original Record now on file in the District Clerk's Office of Montgomery County, Texas.

Witness my Official Seal of Office in County of Montgomery, Texas, on this The 9 Day of April, 2008

By Becky Anderson Deputy

SCHEDULE A

554-11-0311

Property to Joe E. Muirhead:

Lot 155, consisting of 44 acres, more or less, in the IDA STRAUS Subdivision, a subdivision of 4569.8 acres, located in the John Cole League, Abstract No. 121, Montgomery County, Texas, according to the map or plat thereof recorded in Volume 2, Page 21 of the Map Records of Montgomery County, Texas.

One half of timber rights on lot 155, consisting of 44 acres, more or less, in the IDA STRAUS Subdivision, a subdivision of 4569.8 acres, located in the John Cole League, Abstract No. 121, Montgomery County, Texas, according to the map or plat thereof recorded in Volume 2, Page 21 of the Map Records of Montgomery County, Texas.

Lot 156, consisting of 44 acres, more or less, in the IDA STRAUS Subdivision, a subdivision of 4569.9 acres, located in the John Cole League, Abstract No. 121, Montgomery County, Texas, according to the map or plat thereof recorded in Volume 2, Page 21 of the Map Records of Montgomery County, Texas.

Lot 157, in the IDA STRAUS Subdivision, a subdivision in the John Cole Survey. Abstract No. 121, Montgomery County, Texas, according to the map or plat thereof recorded in Volume 67, Page 383 of the Deed Records of Montgomery County, Texas. This is the same Lot 157 conveyed to Tom R. Jones by a document recorded in Volume 530, Page 445 of the Deed Records of Montgomery County, Texas, and containing forty-four (44) acres, more or less.

11.99 acres, more or less, described in that certain warranty dates April 16, 1973 from J. J. Snook to J. E. Muirhead as recorded in Volume 313, Page 784, Deed Records, Grimes County, Texas to which reference is here made for all purposes. Said land being out of the Nancy League, Ab.-72, in Grimes County, Texas.

One half of Oil, Gas, and Mineral owned of 11.99 acres in Grimes County.

1/2 Fifty percent (50%) of Houston Firefighter's Relief and Retirement Fund (Fund) [as participant in the Deferred Retirement Option Plan (DROP)] from October 20, 1967 through January 31, 2007 ~~2008~~, and there after at one hundred percent (100%). MARY LEE MURIHEAD shall retain her status as surviving spouse.

SM  
Joe  
F. L. A.  
Debt:

A.	Credit Cards	\$24,000.00
B.	Land	\$87,000.00
C.	Car	\$ 6,000.00
D.	Signature	\$ 8,000.00
E.	Tractor	\$11,000.00

RECORDED MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

554-11-0312

SCHEDULE B

Property to Mary L. Muirhead:

Property located at 12387 Morgan Dr., located in Mustang Oaks, Lot 32D, consisting of 0.640 Acres.

Being out and a part of the Nancy Anderson Survey, Abstract No. 72, also being out of a 103 acre tract owned by J. J. Snook, and more fully described as follows: beginning at the SW corner of J. J. Snook 103 acre tract and the SE corner of the Vance Singletary tract, on the North Side of a public road, a stake for corner;

THENCE N. 19 degrees E. 589.0 vrs., along the existing fence line, and the East line of the Vance Singletary and George Bourland tracts to a 1/2 inch iron rod for corner, for the true place of beginning;

THENCE N. 19 degrees E. 240.1 vrs., along the existing fence line and the East line of the Bourland tract, to a stake for corner;

THENCE S. 70 degrees E. 352.7 vrs., to a stake for corner;

THENCE S. 19 degrees W. 240.1 vrs., to the true place of beginning, containing 15.0 acres of land, more or less.

One half of timber rights on lot 155, consisting of 44 acres, more or less, in the IDA STRAUS Subdivision, a subdivision of 4569.8 acres, located in the John Cole League, Abstract No. 121, Montgomery County, Texas, according to the map or plat thereof recorded in Volume 2, Page 21 of the Map Records of Montgomery County, Texas.

First \$8,000.00 from timber rights on lot 155, shall be granted to Ms. Muirhead for back spousal support.

One half of Oil, Gas, and Mineral owned of 11.99 acres more or less, described in that certain warranty dates April 16, 1973 from J. J. Snook to J. E. Muirhead as recorded in Volume 313, Page 784, Deed Records, Grimes County, Texas to which reference is here made for all purposes. Said land being out of the Nancy League, Ab.-72, in Grimes County, Texas.

Fifty percent (50%) of Houston Firefighter's Relief and Retirement Fund (Fund) [from JOE E. MURIHEAD's participation in the Deferred Retirement Option Plan (DROP)] from October 20, 1967 through January 31, 2008, MARY LEE MURIHEAD shall have the right of surviving spouse, should employee pre-decease her.

Debt:

- A. Credit Card \$ 8,000.00
- B. Car \$ 1,000.00

2007 RR MBM  
2008-1  
J.E. Muirhead

FILED FOR RECORD

2008 APR 10 PM 1:09

*Mark Turnbull*  
COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

APR 10 2008



*Mark Turnbull*  
County Clerk  
Montgomery County, Texas

RECEIVED  
2014 SEP 17 PM 4:44  
PUBLIC UTILITY COMMISSION  
August 28, 2013 CLERK



Public Works Director  
City of Splendor  
26090 FM 2090 East  
Splendor, TX 77372

Mr. Fred Bednarski  
TCEQ  
Mail Code 153  
PO Box 13087  
Austin, TX 78711-3087

Re: CCN Application for City of Splendor  
C.I. Job No. 2004073-10  
TCEQ Application No. : 37569-C  
Reference No. : 11727

Dear Sirs:

I am writing on behalf of the landowner, Mr. Benjamin Cheng. We are in receipt of the proposed CCN application for the City of Splendor. Mr. Cheng owns the contiguous properties in excess of 25 acres and wishes to opt out of the proposed CCN. I have attached a map highlighting the subject area and the legal descriptions of the parcels. Please be sure to copy any future correspondence to Costello, Inc. and to Aurous Development Services (1733 Woodstead Court, Suite 205 ; The Woodlands, TX 77380).

Please feel free to call should you have any comments or questions.

Sincerely,  
Costello, Inc.



Chad E. Hablinski, P.E.  
Project Manager

Cc: Mr. Larry Kupstas - Aurous Development Services  
Mr. Ben Cheng - CET, Limited  
O'Malley Engineers; 203 S. Jackson; Brenham, TX 77833  
Mayor Welch - City of Splendor  
TCEQ Executive Director - Austin

W:\2004\2004073\10 Preliminary Engineering Splendor Tract (242)\CCN Response\_300\_opt out.doc

630-10-2175

Parcel 2: BEING 320.42 acres, more or less, situated in the William Barker Survey, Abstract No. 82 and in the William F. Renfro Survey, Abstract No. 446, both in Montgomery County, Texas, and being a part of the 651.979 acres described as the first tract under the tract designation T76M11 and all of the 9.1 acres described as the second tract under the tract designation T76M11, both in a Deed from Champion Realty Corporation to Champion International Corporation dated January 25, 1991 and of record under Clerk's File No. 9107378 of the Official Public Records of Montgomery County, Texas. Said 320.42 acres being more particularly described as follows:

BEGINNING at the Northwest corner of the said 9.1 acre tract, being Lot 101 of Peach Creek Estates as shown on the plat recorded in Volume 5, Page 207 of the Map Records of said county;

THENCE South  $87^{\circ} 52' 06''$  East 152.70 feet to the Northeast corner of said Lot 101;

THENCE South  $02^{\circ} 37' 54''$  West 936.00 feet to the Southeast corner of said Lot 101 in the North boundary line of the said Barker Survey;

THENCE South  $87^{\circ} 52' 06''$  East with the most eastern North boundary line of the said 320.42 acre tract, at 1344.56 feet an iron rod for angle corner;

THENCE South  $88^{\circ} 02' 17''$  East continuing with the most eastern North boundary line of the said 320.42 acre tract, at 861.08 feet a concrete monument for angle corner;

THENCE South  $87^{\circ} 24' 21''$  East continuing with the most eastern North boundary line of the said 320.42 acre tract, at 727.31 feet an angle corner;

THENCE South  $89^{\circ} 08' 20''$  East continuing with the most eastern North boundary line of the said 320.42 acre tract, at 286.82 feet a fence corner post for the Northeast corner of the said 320.42 acre tract;

THENCE South  $03^{\circ} 45' 28''$  West with the East boundary line of the said 320.42 acre tract, at 118.25 feet an angle corner;

PAGE 2 OF 4

630-10-2176

THENCE South 02° 23' 43" West continuing with the East boundary line of the said 320.42 acre tract, at 178.98 feet an iron rod for angle corner;

THENCE South 01° 48' 00" West continuing with the East boundary line of the said 320.42 acre tract, at 297.75 feet an iron rod for angle corner;

THENCE South 00° 54' 28" West continuing with the East boundary line of the said 320.42 acre tract, at 306.14 feet an iron pipe for angle corner;

THENCE South 01° 54' 48" West continuing with the East boundary line of the said 320.42 acre tract, at 2415.09 feet a fence corner post for the Southeast corner of the said 320.42 acre tract;

THENCE North 87° 58' 43" West with the most eastern South boundary line of the said 320.42 acre tract, at 2958.68 feet an iron pipe for angle corner;

THENCE North 87° 36' 19" West continuing with the most eastern South boundary line of the said 320.42 acre tract, at 420.50 feet an iron pipe for angle corner;

THENCE North 88° 37' West continuing with the most eastern South boundary line of the said 320.42 acre tract, at 210.06 feet an iron rod for angle corner;

THENCE North 87° 48' 23" West continuing with the most eastern South boundary line of the said 320.42 acre tract, at 462.66 feet a pine knot at a fence corner post for the most southern Southwest corner of the said 320.42 acre tract;

THENCE North 01° 58' 11" East with the most southern West boundary line of the said 320.42 acre tract, at 226.92 feet a fence corner post for angle corner;

THENCE North 02° 40' 06" East continuing with the most southern West boundary line of the said 320.42 acre tract, at 2147.22 feet a bolt at a fence corner post for an ell corner;

PAGE 3 OF 4

\\Groups\IFiles\188\chore\1\TEXAS 2004 Sales\Montgomery County\HBU 522 (PART) & HBU 530 (PART)  
Montgomery City, TX to Transnational Investments, Inc. Special Warranty Deed with Vendor's Lien.doc

- 2 -

630-10-2177

THENCE North 87° 47' 32" West with the most western South boundary line of the said 320.42 acre tract, at 473.46 feet the most western Southwest corner of the said 320.42 acre tract in the East right of way of the H. K. & N. T. Railroad, a concrete monument for corner;

THENCE North 33° 05' 57" East with the most northern West boundary line of the said 320.42 acre tract and with the said railroad right of way, at 1101.56 feet pass on line an iron rod, continuing for a total of 2192.91 feet to the place of BEGINNING, and containing 320.42 acres, more or less.

NOTE: This description was compiled from information in International Paper Company's land record files at the request of International Paper Realty Corporation and does not represent an actual survey by the author.

PAGE 4 OF 4

(G:\Groups\IFLegal\188\cborn11\FROM 2004 Sales\MOOREHEAD COUNTY\HRP 522 (PART) 5, HRP 520 (PART) Montgomery, TX to Transnational Investments, Ltd\Special Warranty Deed with Vendor's Lien.doc

- 3 -

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

COUNTY OF MONTGOMERY

§

§

KNOW ALL MEN BY THESE PRESENTS:

That BOBBY S. ROBERTS, not joined herein by his wife as the property herein conveyed constitutes no part of their business or residential homestead (the "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by TRANSNATIONAL MANAGEMENT LIMITED (the "Grantee"), whose address is set forth below, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto the Grantee herein all that certain property (the "Real Property") lying and being situated in the above mentioned County, described as follows, to-wit:

Lot Seventy-Five (75), of HARVEST ACRES, a subdivision out of the south 1/2 of the Josiah Blackburn Survey, A-80, in Montgomery County and A-135 in Liberty County, Texas, according to the map or plat thereof recorded in Volume 5, Page 209 of the Map Records of Montgomery County, Texas, and Volume 1, Page 4 of the Map Records of Liberty County, Texas. The subject property lies completely within Montgomery County, Texas;

together with (a) all improvements located on the Real Property, if any, (b) any and all appurtenances, easements or rights-of-way affecting the Real Property, and all of Grantor's rights, if any, to use the same, (c) any rights of ingress and egress to and from the Real Property and Grantor's rights to use the same, (d) the mineral rights, if any, owned by Grantor relating to the Real Property, and (e) all right, title and interest of Grantor, if any, in and to (i) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding the Real Property, (ii) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to the Real Property (however owned or claimed by Grantor), and (iii) all reversionary interests, if any, in and to the Real Property. The Real Property, together with the rights and interests set forth in (a) through (e), inclusive, are herein collectively referred to as the "Property". Notwithstanding any contrary provisions hereof, Grantor is conveying the rights set forth in (c) and (e) WITHOUT WARRANTY of any kind, whether express, implied or statutory.



This conveyance is made SUBJECT TO, all and singular, but only to the extent that the same are currently valid and enforceable against the Property, (a) all rights-of-ways and easements, whether of record or not, (b) all restrictions, covenants and conditions, reservations, mineral severances, oil and gas leases and all other instruments that affect the Property, and, (c) rights, if any, of adjoining property owners of fences situated on a common boundary line.

TO HAVE AND TO HOLD the Property, subject to the matters herein set forth, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns forever; and the Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Property unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Whenever the context of this General Warranty Deed requires, (a) the singular nouns and pronouns include the plural, (b) any gender includes the other genders and (c) the term "successors and assigns" includes legal representatives, heirs, executors, administrators, successors and assigns.

Taxes and assessments for the current year have been prorated to the date hereof, and the payment of same is hereby assumed by the Grantee.

EXECUTED this the 21 day of July, 2004.

GRANTOR:

Bobby S. Roberts  
BOBBY S. ROBERTS

Grantee's Address:

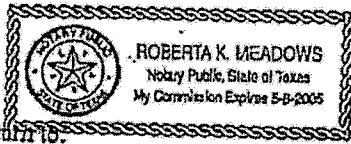
GF964403822 RM/2m July 12, 2004

THE STATE OF Texas  
COUNTY OF Harris

§  
§  
§

This instrument was acknowledged before me on the 21 day of July, 2004, by BOBBY S. ROBERTS.

Roberta K Meadows



Return to:

NOTARY PUBLIC - STATE OF \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

5160Roberta2.gwd