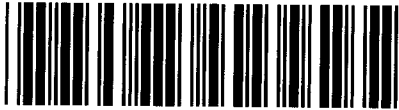


Control Number: 42949



Item Number: 10

Addendum StartPage: 0

House Bill (HB) 1600 and Senate Bill (SB) 567 83rd
Legislature, Regular Session, transferred the functions
relating to the economic regulation of water and sewer
utilities from the TCEQ to the PUC effective
September 1, 2014.

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 17, 2014

RECEIVED
2014 SEP 22 AM 9:55
PUBLIC UTILITY COMMISSION
FILING CLERK

Ms. Victoria Richards Harkins, Ph. D, P.E., D.WRE
Harkins Engineering, Inc.
3300 Lost Oasis Hollow
Austin, TX 78739

Re: Application from BC Humble Enterprises LLC, A2085, to Acquire Facilities and transfer Certificate of Convenience and Necessity (CCN) No. 13174 held by BCWK LP, in Harris County; Application No. 37719-S

Application from BC Humble Enterprises LLC, A2086, to Acquire Facilities and transfer CCN No. 21037 held by BCWK LP, in Harris County; Application No. 37720-S

CN: pending; RN: pending (BC Humble Enterprises LLC)
CN: 603110768; RN: 105630040 (water) 105630057 (sewer) (BCWK, LP)

Dear Ms. Harkins:

We have reviewed the criteria in Texas Water Code (TWC), Section 13.301(e) and determined that a public hearing will not be requested. You may complete your proposed transaction as scheduled, or any time after you receive this notification. Please note that the transaction must comply with the requirements of TWC Section 13.301(d) and therefore cannot be completed prior to the issuance of this letter.

The second part of the application, which is transferring the CCN, will occur following receipt of the following documents:

- a copy of the signed contract or bill of sale, and
- documents supporting the disposition of customer deposits.

The application cannot be approved nor the CCN transferred and issued until we receive evidence that the transaction was completed. These items must be received by the Utilities & Districts Section, Water Supply Division, within 30 days after the effective date of the transaction.

After the proper documentation is received, staff will prepare a proposed map, certificate, and recommendation for both applicants to review before submitting them to the Executive Director for approval and the issuance of the CCN. A copy of this information will be sent to both the buyer and seller.

P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • tceq.texas.gov

How is our customer service? tceq.texas.gov/customersurvey

Printed on recycled paper using vegetable-based ink

10

Ms. Victoria Richards Harkins, Ph. D, P.E., D.WRE
Page 2
April 17, 2014

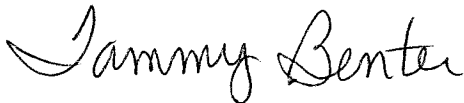
If you concur with the recommendation, the consent forms must be signed and returned by both applicants before the recommendation to transfer the CCN can be approved by the Executive Director. If both consents are not received, the CCN will remain in the name of the seller and the seller remains responsible for the system(s) for purposes of TWC Section 13 regulations. (See TWC, Section 5.122 and 30 Texas Administrative Code Section 50.33).

As an alternative to the seller's continued involvement in the process, the closing document(s) and any accompanying correspondence may include a statement that the seller consents with the transfer of the CCN to the buyer with specific references to the statute and rule noted above. The statement will serve to authorize the Executive Director to take action upon receipt of the buyer's signed consent form. In this situation, however, the seller is relying on the buyer to provide the final consent on the CCN transfer.

Finally, please note that from the time the application is filed until the CCN is issued, it is the applicants' (buyer and seller) responsibility to notify and update the Utility & Districts Section, Water Supply Division, of changes in the financial, managerial, or technical information provided in the application.

If you have any questions, please contact Ms. Leila Guerrero by phone at (512)239-2286, by fax at (512)239-0030, by email at leila.guerrero@tceq.texas.gov, or if by correspondence, include MC 153 in the letterhead address below.

Sincerely,



Tammy Benter, Manager
Utilities & Districts Section
Water Supply Division

TB/LG/cm

cc: TCEQ, Region 12

**WATER UTILITY TARIFF
FOR**

BC Humble Enterprises, L.L.C.
(Utility Name)

7115 West Tidwell, Suite K 110
(Business Address)

Houston, Texas 77092
(City, State, Zip Code)

(281) 374-0554
(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate(s) of Convenience and Necessity:

13174

This tariff is effective in the following county:

Harris

This tariff is effective in the following cities or unincorporated towns (if any):

None

This tariff is effective in the following subdivisions or systems:

Bender Creek Apartments: (PWS #1010180)

TABLE OF CONTENTS

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

SECTION 1.0 - - RATE SHEDULE.....	2
SECTION 2.0 - - SERVICE RULES AND POLICIES	7
SECTION 3.0 - - EXTENSION POLICY	13
SECTION 4.0 - - DROUGHT CONTINGENCY PLAN	21
APPENDIX A - -SAMPLE SERVICE AGREEMENT	
APPENDIX B - - APPLICATION FOR SERVICE	

TEXAS COMM. ON ENVIRONMENTAL QUALITY
37719-S, CCN 13174, APRIL 30, 2014
APPROVED TARIFF BY JG/LG

SECTION 1.0 - RATE SCHEDULE

Monthly Minimum Rate all Meter Sizes

\$9.24 (including 2,000 gallons)

Gallonage Charge

\$2.39 (per 1,000 gallons, 1st 1,098,000)

\$4.53 (per 1,000 gallons thereafter)

FORM OF PAYMENT: THE UTILITY WILL ACCEPT THE FOLLOWING FORM(S) OF PAYMENT

Cash X, Check X, Money Order X, Credit Card X, Other (specify) _____

(THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.)

REGULATORY ASSESSMENT 1.0%
(TCEQ RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL.)

Section 1.02 - Miscellaneous Fees

TAP FEE \$25.00

TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE(Unique Cost) Actual Cost

..... FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.

TAP FEE(Large Meter) Actual Cost

TAP FEE IS BASED ON THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METERS LARGER THAN STANDARD 5/8" or 3/4" METERS.

METER RELOCATION FEE ACTUAL COST TO RELOCATE METER NOT TO EXCEED TAP FEE

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED.

RECONNECTION FEE

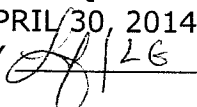
THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF):

a) Non payment of bill (Maximum \$25.00) \$25.00

b) Customer's request N/A

OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF

RATES LISTED ARE EFFECTIVE ONLY
IF THIS PAGE HAS TCEQ APPROVAL STAMP

TEXAS COMM. ON ENVIRONMENTAL QUALITY
37719-S, CCN 13174, APRIL 30, 2014
APPROVED TARIFF BY 

SECTION 1.0 - RATE SCHEDULE (CONT.)

TRANSFER FEE.....\$50.00
THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL) 10%
TCEQ RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE\$25.00
RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50)\$50.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT..... 1/6TH OF ESTIMATED ANNUAL BILL

METER TEST FEE\$25.00
THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY. THE FEE MAY NOT EXCEED \$25.

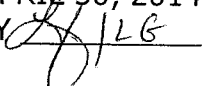
METER RELOCATION FEE ACTUAL COST TO RELOCATE METER NOT TO EXCEED TAP FEE
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED.

METER CONVERSION FEEACTUAL COST TO CONVERSION METER NOT TO EXCEED TAP FEE
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED.

LINE EXTENSION AND CONSTRUCTION CHARGES:
REFER TO SECTION 3.0 EXTENTION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE.

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE
WHEN AUTHORIZED IN WRITING BY TCEQ AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING 30 TAC 291.21(K)(2).

RATES LISTED ARE EFFECTIVE ONLY
IF THIS PAGE HAS TCEQ APPROVAL STAMP

TEXAS COMM. ON ENVIRONMENTAL QUALITY
37719-S, CCN 13174, APRIL 30, 2014
APPROVED TARIFF BY 

SECTION 1.0 - RATE SCHEDULE (CONT.)

**PURCHASED WATER/ UNDERGROUND WATER DISTRICT FEE
PASS THROUGH CLAUSE:**

For Utilities subject to changes in costs imposed by any non-affiliated provider of purchased water or sewer or a groundwater conservation district having jurisdiction over the Utility, these increases (decreases) shall be passed through as an adjustment to the gallonage charge according to the formula:

Monthly Groundwater Reduction Plan Fee Pass Through = (GRP Fee per 1,000 gallons) x (Total Usage in month in 1,000 gal units)

Where GRP Fee Per 1000 gallons usage by customers = $(Q \times R \times P) / GS$

Q = Quantity of groundwater pumped in billing period in 1,000 gallons

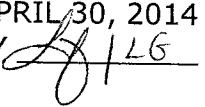
R = Groundwater Reduction Plan Fee per 1,000 gallons pumped

P = Percentage of total required by contract

GS = Total gallons sold during billing period in 1,000 gallons

To implement or modify the Purchased Water/ Underground Water District Fee, the utility must comply with all notice and other requirements of 30 TAC 291.21 (h).

RATES LISTED ARE EFFECTIVE ONLY
IF THIS PAGE HAS TCEQ APPROVAL STAMP

TEXAS COMM. ON ENVIRONMENTAL QUALITY
37719-S, CCN 13174, APRIL 30, 2014
APPROVED TARIFF BY 

SECTION 1.0 -- RATE SCHEDULE

Section 1.01 - Rates

Monthly Flat Rate: \$6,882.00

FORM OF PAYMENT: The utility will accept the following forms of payment:

Cash X, Check X, Money Order X, Credit Card _____, Other (specify) _____
THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT
PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN
FOR CASH PAYMENTS.

REGULATORY ASSESSMENT 1.0%
TCEQ RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY
BILL.

Section 1.02 - Miscellaneous Fees

TAP FEE \$25.00
TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD
RESIDENTIAL CONNECTION. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF
LISTED ON THIS TARIFF.

TAP FEE (Large Connection Tap) Actual Cost
TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED.

RECONNECTION FEE

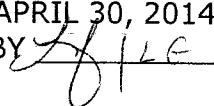
THE RECONNECTION FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO
HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER
SECTION 2.0 OF THIS TARIFF):

- a) Non payment of bill (Maximum \$25.00) \$25.00
 - b) Customer's request Actual Cost
- OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF

TRANSFER FEE \$50.00
THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE
LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL) 10%
TCEQ RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE
CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A
PREVIOUS BILLING.

RATES LISTED ARE EFFECTIVE ONLY
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TEXAS COMM. ON ENVIRONMENTAL QUALITY
37720-S, CCN 21037, APRIL 30, 2014
APPROVED TARIFF BY 

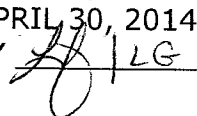
SECTION 1.0 -- RATE SCHEDULE (Continued)

RETURNED CHECK CHARGE	<u>\$25.00</u>
RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.	
CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50)	<u>\$50.00</u>
COMMERCIAL & NON-RESIDENTIAL DEPOSIT	<u>1/6TH OF ESTIMATED ANNUAL BILL</u>
SERVICE RELOCATION FEE	Actual cost to relocate that service connection
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS RELOCATION OF AN EXISTING SERVICE CONNECTION	

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE CLAUSE:
WHEN AUTHORIZED IN WRITING BY TCEQ AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING.
[30 TAC 291.21(K)(2)]

LINE EXTENSION AND CONSTRUCTION CHARGES:
REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE.

RATES LISTED ARE EFFECTIVE ONLY
IF THIS PAGE HAS TCEQ APPROVAL STAMP

TEXAS COMM. ON ENVIRONMENTAL QUALITY
37720-S, CCN 21037, APRIL 30, 2014
APPROVED TARIFF BY 

WD
Y

2211006833

Mailing Address of Grantee

BC HUMBLE ENTERPRISES, LLC
7115 W. Tidwell Rd., Suite K110
Houston, TX 77092-2059

After Recording Return to:

Mr. Steve Newson, Esq.
12,000 Westheimer Road, Suite 232
Houston, TX 77077

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.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, **BCWK L.P.** (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by **BC HUMBLE ENTERPRISES, LLC**, a Texas limited liability company (hereinafter referred to as "Grantee"), including the execution and delivery by Grantee of a promissory note (the "Note") in favor of Grantor, secured by a Deed of Trust (herein so called) in favor of Kim L. Lawrence, Trustee, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, all of the following described property in Harris County, Texas, to-wit:

1EE

That real property described in Exhibit "A" attached hereto and hereby made a part hereof, together with any and all buildings, structures and improvements situated, erected or constructed thereon (the "Property"); subject, however, to those matters of record and affecting the Property.

TO HAVE AND TO HOLD the Property, together with (but without warranty) all and singular the rights and appurtenances owned by Grantor pertaining to the premises, including, without limitation, all of Grantor's right, title and interest, if any, in and to all and singular the rights and appurtenances owned by Grantor pertaining to the Property, including, without limitation, all of Grantor's right, title and interest, if any, in and to any and all mineral interests and riparian rights, adjacent roads, streets, alleys, easements, strips and gores, and rights-of-way and rights of ingress and egress to, from or adjacent to the Property (but not any adjacent property owned by Grantor), unto the said Grantee, its successors, legal representatives and assigns forever, and Grantor does hereby bind itself, and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors, legal representatives and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor, but not otherwise, and subject as aforesaid, free and clear from any and all liens whatsoever.

There having been a proration of standby fees, ad valorem taxes and assessments applicable to the above-described property between Grantor and Grantee, by its acceptance hereof, Grantee hereby assumes and agrees to pay all standby fees, ad valorem taxes and assessments assessed against the above-described property for 2012 and all subsequent years and subsequent assessments for prior years due to change in land usage or ownership, and further

ER 032 - 64 - 0699

2012 MAY 2 11 03
MIDLAND COUNTY
DEED
CONTRACT

ER 032 - 64 - 0700

agrees to save, defend, indemnify and hold Grantor harmless from all such standby fees, taxes and assessments.

But it is expressly agreed that the vendor's lien, as well as superior title in and to the above described Property, is retained against the above described Property, until the above described Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, at which time this Deed shall become absolute.

BY ITS ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES AND AGREES THAT UPON CLOSING, GRANTOR HAS SOLD AND CONVEYED TO GRANTEE AND GRANTEE HAS ACCEPTED THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," EXCEPT TO THE EXTENT OF THE SPECIAL WARRANTY OF TITLE. GRANTEE HAS NOT RELIED ON, AND GRANTOR HAS NOT MADE AND IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED PURCHASER OF REAL ESTATE AND THAT IT RELIED SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN PURCHASING THE PROPERTY AND SHALL MAKE AN INDEPENDENT VERIFICATION OF THE CONDITION OF THE PROPERTY. GRANTEE CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMED NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND RELIED UPON SAME. GRANTEE ACKNOWLEDGES THAT GRANTOR AFFORDED GRANTEE A FULL OPPORTUNITY TO CONDUCT SUCH INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NON-EXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS ON OR DISCHARGED FROM THE PROPERTY, AND RELIED SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. GRANTEE HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL OR CONSTRUCTION DEFECTS OR ADVERSE ENVIRONMENTAL, HEALTH OR SAFETY CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS.

EXECUTED effective May 14, 2012.

ER 032 - 64 - 0701

GRANTOR:

BCWK L.P.

10R

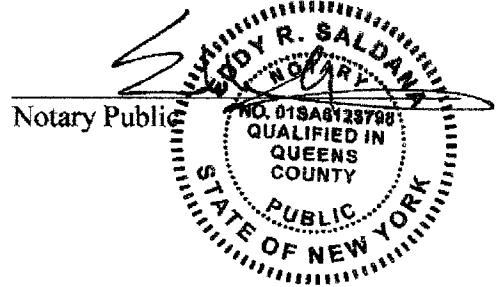
Steven Wesnib
Name:
Title:

STATE OF New York
COUNTY OF Kings

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Steven Wesnib of BCWK L.P., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed the same for the purpose and consideration therein expressed and in the capacity therein stated, as the act and deed of such limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of May, 2012.

TYPE, STAMP OR PRINT
NAME OF NOTARY AND
COMMISSION EXPIRES:



Attachments:
Exhibit "A" - Legal Description of the Property

EXHIBIT "A"
DESCRIPTION OF LAND

ER 032 - 64 - 0702

ER 032 - 64 - 0703

Exhibit A

TRACT 1:

DESCRIPTION of an 8745 square foot (0.2007 Acre) tract of land in the Thomas Norments survey, Abstract No. 601, Harris County, Texas and being more particularly described by metes and bounds as follows: **D**

COMMENCING at the Northerly cutback of the intersection of the West Right of Way of Old Humble Road (100' R/W) and the North Right of Way of Chateau Blvd. (80' R/W);

THENCE, Northeasterly, along the West Right of Way of Old Humble Road and a curve to the right, having a radius of 1950.00 feet, a distance of 171.26 feet to a 5/8" iron rod and the most Southerly corner or the tract herein described and the **POINT OF BEGINNING**;

THENCE, N 45° 29' 23" W, a distance of 92.75 feet to a 5/8" iron rod and the most Westerly corner of the tract herein described;

THENCE, N 45° 00' 15" E, a distance of 99.95 feet to a 5/8" iron rod and the most Northerly corner or the tract herein described;

THENCE, S 45° 37' 39" E, a distance of 82.10 feet to a s/s" iron rod in the West Right of Way of Old Humble Road and the most Easterly corner of the tract herein described;

THENCE, S 38° 55' 35" W, along the West Right of Way of Old Humble Road, a distance of 100.60 feet to the **POINT OF BEGINNING** and containing 0.2007 Acre.

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

TRACT 2:

DESCRIPTION of a 39,690 square foot (0.9111 Acre) tract or land in the Thomas Norments Survey, Abstract No. 601, Harris County, Texas and being more particularly described by metes and bounds as follows,

COMMENCING at the most Southerly cutback corner or the intersection of the West Right of Way of Old Humble Road (100' R/W) and the South Right of Way of Chateau Blvd. (80' R/W);

THENCE, S 44° 30' 35" W, along the West Right of Way of Old Humble Road, a distance of 475.53 feet to a 5/8" iron rod and a point of curve;

THENCE, southwesterly, along the West Right of Way of Old Humble Road and a curve to the right, having a radius of 1950.00 feet, a distance of 40.05 feet to a 5/8" iron rod and the Northeast corner of the tract herein described and the **POINT OF BEGINNING**;

THENCE, Southwesterly along the West Right of Way or Old Humble Road and a curve to the right, having a radius of 1950.00 feet, a distance of 122.98 feet to a 5/8" iron rod and a point of reverse curve;

THENCE, Southwesterly, along the West Right Of Way Of Old Humble Road and a curve to the left, having a radius of 2050.00 feet, a distance of 123.36 feet to a 5/8" iron rod and the Southeast corner of the tract herein described;

THENCE, N 89° 25' 35" W, a distance of 126.07 feet to a 5/8" iron rod in the West Right of Way of a 70' drainage easement as recorded in Vol. 3461, Page 214 of the Harris County Deed Records and the Southwest corner of the tract herein described;

THENCE, N 00° 34' 25" F, along the West Right of Way of said drainage easement, a distance of 188.00 feet to a 3/4" iron rod and the Northwest corner of the tract herein described;

THENCE, S 85° 21' 30" E, a distance of 309.41 feet to the POINT OF BEGINNING and containing 0.9111 acre.

ER 032 - 64 - 0704

ER 032 - 64 - 0705

20120217259
Pages 7
05/17/2012 10:56:59 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 36.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY TEXAS