



Control Number: 42949



Item Number: 9

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.



Harkins Engineering, Inc.

May 1, 2014

Ms. Leila Guerrero
TCEQ
Utilities and Districts Section
P.O. Box 13087, MC 153
Austin, Texas 78711-3087

RE: BC Humble Enterprises, LLC, STM Application to transfer CCN Nos. 13174 and 21037

Application Nos. 37719-S and 37720-S

Dear Ms. Guerrero:

Per your letter dated April 17, 2014, please see the attached sale documents for the above stated applications.

There were no deposits collected or transferred.

If you require any additional information, please let me know. Thank you in advance for your time and attention.

Sincerely,

Victoria Richards Harkins, Ph.D., P.E.
President

F:\My Documents For Back Up\CCN and Rate\BCA\BC Humble STM\TCEQ Sale Docs Submittal 05012014.doc

2014 MAY 2 11 03



Harkins Engineering, Inc.

RECEIVED
2014 SEP 22 AM 9:54
PUBLIC UTILITY COMMISSION
FILING CLERK

June 9, 2014

Ms. Leila Guerrero
TCEQ
Utilities and Districts Section
P.O. Box 13087, MC 153
Austin, Texas 78711-3087

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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.

DEED OF TRUST

Date: April 16, 2012

Grantor: **BC HUMBLE ENTERPRISES, LLC**

Grantor's Mailing Address: 7115 W. Tidwell Rd., Suite K110, Houston, TX 77092

Trustee: Kim L. Lawrence

Trustee's Mailing Address: 5720 LBJ Freeway, Suite 470, Dallas, TX 75240

Lender: **BCWP LP**

Lender's Mailing Address: 110 Hillside Blvd., Suite 10, Lakewood NJ 08701

Obligation

Note

Date: Of even date herewith

Original principal amount: \$150,000.00

Borrower: Grantor

Lender: Lender

Maturity date: March 1, 2013

Property (including any improvements): See Exhibit "A" attached.

Prior Lien(s) (including recording information): None

Other Exceptions to Conveyance and Warranty: None

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property subject to the Other Exception to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect and Lender will release it at Grantor's expense.

Clauses and Covenants

Grantor's Obligations

Grantor agrees to

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust.
4. Maintain in a form acceptable to Lender, an insurance policy that
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;
 - b. contains an 80 percent coinsurance clause.
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Lender with a standard mortgage clause;
 - e. provides flood insurance at any time the Property is in a flood hazard area;
 - f. contains such other coverage as Lender may reasonably require.
5. comply at all times with the requirements of the 80 percent coinsurance clause;
6. deliver the insurance policy to Lender within ten days of the date of this deed of trust and deliver renewals to Lender at least fifteen days before expiration;
7. obey all laws, ordinances, and restrictive covenants applicable to the Property;
8. keep any buildings occupied as required by the insurance policy; and
9. shall not execute or deliver any conveyance, pledge, security agreement, mortgage or deed of trust covering or describing any of the Property, and if and only if Lender approves a prior lien in advance and in writing, Grantor shall pay or cause to be paid all approved prior lien notes and abide by or cause to be abided by all prior lien instruments.

Lender's Rights

1. Lender may appoint in writing a substitute trustee succeeding in all rights and responsibilities of Trustee.
2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the insurance policy either to reduce the Obligation or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to

the improvements are economically feasible, Lender will make the insurance proceeds available to Grantor for repairs.

4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
6. If there is a default on the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may:
 - a. declare the unpaid principal balance and accrued interest on the Obligation immediately due;
 - b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure to be given as provided by the Texas Property Code as then in effect; and
 - c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.
7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

Trustee's Rights and Duties

If directed by lender to foreclose this lien, Trustee will

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
3. from the proceeds of the sale, pay, in this order
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance; and
4. be indemnified by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the

trust created by this deed of trust, which includes all court and other costs, including attorney's fees incurred by Trustee in defense of any action or proceeding taken against Trustee in this capacity.

General Provisions

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute a election of remedies.
4. This lien will remain superior to liens later created even if the time of payment of all or any part of the Obligation is extended or part of the property is released.
5. If any portion of the Obligation cannot be lawfully executed by this deed of trust, payments will be applied first to discharge that portion.
6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default with respect to the Obligation of this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Obligation and performance of this deed of trust, but if the rent and other income exceed the amount due with respect to the Obligation and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligation or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations with respect to the Obligation and this deed of trust in the

order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt, or if that has been paid, refunded. On any acceleration of required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment, or if already paid, credited to the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
10. When the context requires, singular nouns and pronouns include the plural.
11. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.
12. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
13. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.
14. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest to the extent permitted by law.
15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
16. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity of or enforceability of any other provision will not be affected.
17. Grantor represents that this deed of trust and the Note are given for the following purposes: purchase money financing.
18. If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the Obligation immediately payable and invoke any remedies provided in this deed of trust for default.

GRANTOR:
BC HUMBLE ENTERPRISES, LLC
a Texas limited liability company

[Signature]

Name:

Title:

THE STATE OF TEXAS New York
COUNTY OF King

Steven Weinreb BEFORE ME, the undersigned authority, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration and capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE 6/6, 2014



ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

[Handwritten signature]
DATE: 10/1/82

WILLIAM J. BROWN
100-100000

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10/1/82 BY SP-12

WILLIAM J. BROWN



EXHIBIT A
PROPERTY DESCRIPTION

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 of 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 s/a" 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.

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