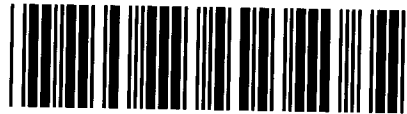




Control Number: 42982



Item Number: 13

Addendum StartPage: 0



Quadvest, L.P.
26926 FM 2978
Magnolia, TX 77354

Main: 281-356-5347
Fax: 281-356-5382
Quadvest.com

April 17, 2015

PUC Central Records

Re: Docket # 42982

To Whom it May Concern:

Please find the closing documents for the STM Docket # 42982.

Thank you,

A handwritten signature in black ink that reads 'Yvette Castro'. The signature is fluid and cursive, with the first name 'Yvette' and last name 'Castro' clearly distinguishable.

Yvette Castro
yvettec@quadvest.com
2814132218

2015 MAY -6 AM 10:46
PUBLIC UTILITY COMMISSION
FILING CLERK

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB Approval No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins	6. File Number: 7695-14-2888	7. Loan Number	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C.

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside of the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower
QUADVEST, L.P., A TEXAS LIMITED
PARTNERSHIP26926 FM 2978
MAGNOLIA, TX 77354E. Name and Address of Seller
HMW SPECIAL UTILITY DISTRICT OF
HARRIS AND MONTGOMERY COUNTIES26718 DECKER PRAIRIE-ROSEHILL ROAD
PINEHURST, TX 77362

F. Name and Address of Lender

G. Property Location

, TX

COUNTY: MONTGOMERY
PARCEL ID: 8' UE 6.46 ACRE TRACT % E.R.HALE A-264 #8415481
LOT: 8' UE 6.46 ACRE TRACT %
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: 10' UE 6.48 ACRE TRACT % E.R. HALE, A-264 #8415873
LOT: 10' UE 6.48 ACRE TRACT %
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: 8' UE % 6.48 ACRE TRACT E. R. HALE A-264 #8415482
LOT: 8' UE % 6.48 ACRE TRACT
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: 10' UE % E. R. HALE A-264 #8415872
LOT: 10' UE % E. R. HALE A-26
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: 10' UE % E.R.HALE A-264 #8415478
LOT: 10' UE % E.R.HALE A-264
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: 10' UE E.R. HALE A-264 #8415479
LOT: 10' UE E.R. HALE A-264
BLOCK:
SUBDIVISION:

, TX

COUNTY: ANDERSON
PARCEL ID: 10' UE AK BRIDGES TRACT CC# 2014079643
LOT: 10' UE AK BRIDGES TRACT
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: 0.030 ACRE TRACT % I.W. BRASHEAR A-96
LOT:
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: 10' UE E. R. HALE A-264 #8423058
LOT: 10' UE E. R. HALE A-264
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: 150' LINE - E R HALE A-264- #2000-071328
LOT: 150' LINE - E R HALE A-2
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: 0.468 ACRE TRACT #2004-024257 & 2004-031595
LOT: 0.468 ACRE TRACT #2004-0
BLOCK:
SUBDIVISION:

Place of Settlement
3000 RESEARCH FOREST DRIVE,
SUITE 110
THE WOODLANDS, TX 77381

I. Settlement Date 12/15/2014

, TX

COUNTY: MONTGOMERY
PARCEL ID: 20'X25'WIDE TRACT-RES "A" #2001-082392
LOT: 20'X25'WIDE TRACT-RES "A"
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: 10' STRIP OF LAND O/O I.W. BRASHEAR SY A-96 # 9649846
LOT: 10' STRIP OF LAND O/O I.
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: NON-EXCLUSIVE EASEMENT 250' #2014107596
LOT: NON-EXCLUSIVE EASEMENT 2
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: E. R. HALE A-264 EASEMENT DEED #8415477
LOT: E. R. HALE A-264 EASEMEN
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: E. R. HALE A-264 EASEMENT #8423057
LOT: E. R. HALE A-264 EASEMEN
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: 8' UE E. R. HALE A-264 #8514129
LOT: 8' UE E. R. HALE A-264 #
BLOCK:
SUBDIVISION

, TX

COUNTY: MONTGOMERY
PARCEL ID: E. R. HALE A-264 #8426899
LOT: E. R. HALE A-264 #842689
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: E. R. HALE-A-264 #8426900
LOT: E. R. HALE-A-264 #842690
BLOCK:
SUBDIVISION:

, TX

COUNTY: MONTGOMERY
PARCEL ID: 0.0115 ACRE TRACT E.R. HALE-A-264 #2004-067911
LOT: 0.0115 ACRE TRACT E.R. H
BLOCK:
SUBDIVISION.

J. SUMMARY OF BORROWER'S TRANSACTIONS		K. SUMMARY OF SELLER'S TRANSACTIONS	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract Sales Price	\$171,620.00	401. Contract Sales Price	\$171,620.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower	\$4,377.80	403.	
Adjustments For Items Paid By Seller In Advance		Adjustments For Items Paid By Seller In Advance	
113. City/Town Taxes		413. City/Town Taxes	
114. County Taxes		414. County Taxes	
118. Assessments		418. Assessments	
119.		419.	
120. Gross Amount Due From Borrower		420. Gross Amount Due To Seller	\$171,620.00
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Amount due to HMW from Quadvest (paid over 24 months)	\$130,320.00	501. Amount due to HMW from Quadvest (paid over 24 months)	\$130,320.00
202. Principal		502. Settlement Charges to Seller	\$507.95
203. Existing Loan(s) Taken Subject to		503. Existing Loan(s) Taken Subject to	
206.		506. Earnest money retained by Agent	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	

210.		510.	
211.		511.	
212.		512.	
213. City/Town Taxes		513. City/Town Taxes	
214. County Taxes		514. County Taxes	
218. Assessments		518. Assessments	
219.		519.	
220. Buyer's Total Credits		520. Seller's Total Charges	
	\$130,320.00		\$130,827.95
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount Due From Borrower (line 120)	\$175,997.80	601. Gross Amount Due To Seller (line 420)	\$171,620.00
302. Less Amounts Paid By/For Borrower (line 220)	\$130,320.00	602. Less Deductions in Amt. Due To Seller (line 520)	\$130,827.95
303. Cash [X] From [] To Borrower		603. Cash [X] To [] From Seller	
	\$45,877.80		\$40,792.05

L. Settlement Statement**700. Total Sale Commission**

Division of Commission (line 700) As Follows:

701. Commission Listing

702. Commission Selling

703. Commission paid at settlement

Paid From Borrower's
Funds At SettlementPaid From Seller's
Funds At Settlement**800. Items Payable In Connection With Loan**

801. Loan Origination Fee

802. Loan Discount

803. Appraisal Fee

804. Credit Report

805. Lender Inspection Fee

900. Items Required By Lender To Be Paid In Advance

901. Interest

902. Mortgage Insurance Premium

903. Hazard Ins. Premium

1000. Reserves Deposited With Lender

1001. Hazard Ins. Reserve

1002. Mortgage Ins. Reserve

1003. City Property Taxes

1004. County Property Taxes

1010. Aggregate Accounting Adjustment

1100. Title Charges

1101. Settlement/Closing Fee

1102. Abstract or Title Search

1103. Title examination

1104. Title Insurance Binder

1105. Document preparation

1106. Notary fee

1107. Attorney Fee

1108. Title Ins. Total to Texas American Title Company

\$3,652.00

1109. Lender's Coverage

1110. Owner's Coverage (171620.00) (Texas American Title Company, 100.00 %, 3652.00)

1120. Escrow Fee to Texas American Title Company

\$395.00

\$395.00

1138. Tax Certificate to Processing Solutions, Inc.

\$89.95

1152. Texas Policy Guaranty Fee - Owner to TATCO/F.B.O PGF

\$1.80

1200. Government Recording And Transfer Charges

1201. Recording Fees for Deed 76.00; Recording Fees for Release 23.00; Recording Fees for Mortgage

\$76.00

\$23.00

1208. Assignment Recording Assignment x 10 to Texas American Title Company

\$238.00

1239. Other Recording Fees - None Access Easement to Texas American Title Company

\$15.00

1300. Additional Settlement Charges

1301. Survey

1302. Pest inspection

1400. Total Settlement Charges

\$4,377.80

\$507.95

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYERS

Quadvest, L.P., a Texas Limited Partnership
By: Quadvest Management, L.L.C. a Texas
limited liability company, its General Partner

Simon Sequera, President

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

SELLERS

HMW Special Utility District of Harris and Montgomery Counties

By: Mark Pinter, President

Date

12/15/2014

BUYER'S AFFIDAVIT AND AGREEMENT

STATE OF TEXAS

GF Number 7695-14-2888

COUNTY OF Montgomery

ON THIS DAY personally appeared before me

Quadvest, L.P., a Texas Limited Partnership

("Buyer"), who proved Buyer's identity to me through production of a United States federal or state government issued driver's license or other photographic identification and, after having been by me first duly sworn, according to law, upon oath made the following statements:

Buyer is purchasing the following described real property (herein called the "Property"):

EASEMENT TRACT ONE: (8415481)

An eight (8') foot wide Utility Easement out of and a part of that certain 6.46 acres tract of land in the E. R. Hale Survey, Abstract 264, Montgomery County, Texas, being the same tract of land described in Deed from Grady L. Sanderlin, et ux, to A. T. Cureton and Carolyn J. Cureton, recorded in Volume 554, Page 385 of the Montgomery County Deed Records, said easement containing 2478.4 square feet and being more particularly described by metes and bounds as follows:

BEGINNING at a stake found marking the Southeast corner of said 6.46 acre tract, same being set in the West line of F.M. 149;

THENCE North 28 deg. 08 min. 45 sec. West a distance of 302.42 feet to a point for corner, same being the most Westerly southwest corner of a 3.3096 acre tract out of said 6.46 acre tract;

THENCE North 89 deg. 55 min. 49 sec. West, a distance of 8 feet to a point for corner;

THENCE South 28 deg. 08 min. 45 sec. East, a distance of 302.42 feet to a point for corner in the south line of said 6.46 acre tract;

THENCE East along the south line of said 6.46 acre tract, a distance of 8 feet to the PLACE OF BEGINNING, same being a 4 inch concrete monument found for the southeast corner of said 6.46 acre tract.

EASEMENT TRACT TWO: (8415873)

A ten (10') foot wide easement adjoining the west line of FM 149, being out of and a part of that certain 6.48 acre tract described in Deed recorded in Volume 634, Page 365, Deed Records of Montgomery County, Texas, further being out of a 1.00 acre, more or less, tract in the E. R. Hale Survey, Abstract 264, Montgomery County, Texas, as described in instrument recorded in Volume 1087, Page 60, Deed Records of Montgomery County, Texas, said ten (10') foot wide easement being more particularly described as follows:

BEGINNING at a point marking the Southeast corner of said Geer tract, same being the Northeast corner of that certain 0.587 acre tract out of the E. R. Hale Survey, Abstract 264, as described in Deed from Lee B. Harrison, et ux, to Coe Enterprises, Inc., recorded under Montgomery County Clerk's File No. 8408075, Real Property Records, Montgomery County, Texas;

THENCE North 27 deg. 36 min. West along the West line of said FM 149 to the Northeast corner of said Geer tract;

THENCE West a distance of 10 feet to a point for corner, thence South 27 deg. 36 min. 0 sec East, parallel to the West line of said FM 149, to the south line of said Geer tract, which is the north line of said Coe Enterprises, Inc. tract;

THENCE North 26 deg. 47 min. 14 sec. East along said common line, a distance of 10 feet to the PLACE OF BEGINNING.

**EASEMENT TRACT THREE:
(8415482)**

An eight (8') foot wide by 28.75 foot long easement, fronting on the West side of FM 149, same being out of and a part of that certain 6.48 acre tract out of the E. R. Hale Survey as is described in Deed recorded in Volume 634, Page 365, Deed Records, Montgomery County, Texas, said easement being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point found marking the northeast corner of said 6.48 acre tract in the West line of FM 149;

THENCE North 89 deg. 30 min. West along the north line of said 6.48 acre tract, a distance of 8 feet to a point for corner;

THENCE South 28 deg. 13 min. East, parallel with the West line of FM 149, a distance of 32.6 feet to a point in the east line of said 6.48 acre tract;

THENCE North 0 deg. 18 min. West along said East line, a distance of 12.6 feet to a point for corner in the West line of said FM 149, same being the lower northeast corner of said 6.48 acre tract;

THENCE North 28 deg. 13 min. West along the west line of said FM 149, a distance of 28.75 feet to the PLACE OF BEGINNING.

**EASEMENT TRACT FOUR:
(8415872)**

A Non-Exclusive Easement or Right-of-Way at the location and along the course, but limited strictly within said course, over and across that certain easement described under Montgomery County Clerk's File No. 8415872 and being described as follows;

Centerline of a 10ft Wide utility easement beginning at a point 23 13 feet West of the Southeast corner of a 1.75 acre lot in Deed to Stokes-Fuqua Homebuilders, Inc. filed for record under Montgomery County Clerk's File No. 78020417, in Decker Prairie Industrial Park Subdivision, a tract of land out of the R. W. Weindorff Tract in the E. R. Hale Survey, Abstract 264, Montgomery County, Texas;

THENCE North 27 deg. 16 min. West, 351.4 feet to the North property line of said lot.

**EASEMENT TRACT FIVE:
(8415478)**

An Exclusive Easement or Right-of-Way for utility lines at the location and along the course, but limited strictly within said course, over and across that certain easement described under Montgomery County Clerk's File No. 8415478 and being described as;

Centerline of a 10ft Wide utility easement beginning at a point 28.13 feet West of a concrete post marking the Northeast corner of a 0.506 acre lot, described in Deed to Blackwell Enterprises, Inc., filed for record under Montgomery County Clerk's File No. 8120504, in Decker Prairie Industrial Park Subdivision, a tract of land out of the R. W. Weindorff Tract in the E. R. Hale Survey, Abstract 264, Montgomery County, Texas;

THENCE South 27 deg. 16 min. East a distance of 100 ft. to the South property line of said 0.506 acre lot.

**EASEMENT TRACT SIX:
(8415479)**

An Exclusive Easement or Right-of-Way for utility lines at the location and along the course, but limited strictly within said course, over and across that certain easement described under Montgomery Clerk's File No. 841579 and being described as;

Centerline of a 10ft Wide utility easement beginning at a point 28.13 feet West of the Southeast corner of a 0.55 acre lot, described in Deed to Blackwell Enterprises, Inc., filed for record under Montgomery County Clerk's File No. 8324195, in Decker Prairie Industrial Park Subdivision, a tract of land out of the R. W. Weindorff Tract in the E. R. Hale Survey, Abstract 264, Montgomery County, Texas;

THENCE North 27 deg. 16 min. East a distance of 78.8 ft. to the South property line of said 0.55 acre lot.

**EASEMENT TRACT SEVEN:
(8415477)**

BEING a tract of land out of the E.R. Hale Survey, Abstract 264, Montgomery County, Texas and being out of and a part of that certain 2.98 acre tract described as tract No. 2 in a Deed from Ethel Weaver et al to Etta Mae Geldmacher, dated January 4, 1955 and recorded in Volume 392, Page 538 of the Deed Records of Montgomery County, Texas, said tract herein conveyed being described by metes and bounds as follows;

BEGINNING at the Northeast corner of said 2.98 acre tract, which point is also in the West line of FM Hwy. 149;

THENCE West 8.0 feet along the North line of said 2.98 acre tract to an iron pipe set for corner;

THENCE in a Southerly direction and parallel to Hwy. FM 149 a distance of 157.5 feet to a point for corner;

THENCE East 8.0 feet to a point in the West line of FM Hwy. 149;

THENCE in a Northerly direction and along the Western boundary line of FM 149 a distance of 157.5 feet and the PLACE OF BEGINNING.

**EASEMENT TRACT EIGHT:
(8423057)**

Being out of the E. R. Hale Survey, A-264, Montgomery County, Texas, and a part of a 13,386.2 square feet tract of land conveyed James R. Denton described in Volume 1017, Page 938, Deed Records: Being a strip of land 10 ft. wide out of the Northwest corner of the Denton tract, 5.0 ft. on either side of the following described centerline;

Beginning at a point in the centerline of described easement, in the North line of the Denton tract, East, 5.6 ft. from an iron pipe marking its Northwest corner;

THENCE: S 27°00' E, along the centerline of 10 ft. strip, 12.5 ft. to a point of termination being 5.0 ft. at right angles to the Denton West line.

**EASEMENT TRACT NINE:
(8514129)**

BEING an 8-foot wide utility easement in the E. R. Hale Survey, Abstract 264, Montgomery County, Texas and being out of that certain 2.6370 acre tract described in deed recorded in Volume 045, Page 223, Deed Records, Montgomery County, Texas and that certain 11.76 acre tract described in deed recorded in Volume 600, Page 941, Deed Records, Montgomery County, Texas; the center line of said 8-foot wide utility easement being more particularly described as follows:

COMMENCING at a 1-inch galvanized iron pipe found marking the Northwest corner of said 2.6370 acre tract in the East line of Hardin Store Road;

THENCE South 00 degrees 40 minutes 07 seconds East 4.00 feet along the West line of said 2.6370 acre tract and the East line of said Hardin Store Road to PLACE OF BEGINNING of herein described center line of utility easement;

THENCE 4.00 feet South of and parallel with the North line of said 2.6370 acres, North 89 degrees 33 minutes 10 seconds East 216.37 feet to an angle point;

THENCE 4.00 feet South of and parallel with a most Southerly North line of said 11.76 acre tract, North 89 degrees 23 minutes 21 seconds East 253.31 feet to an angle point on said center line, said point also bears South 45 degrees 21 minutes 03 seconds East 5.67 feet from a concrete monument for an interior corner of said 11.76 acre tract;

THENCE 4.00 feet East of and parallel with a most Northerly West line of said 11.76 acre tract, North 00 degrees 30 minutes 00 seconds West 532.01 feet to an angle point of said center line of said point also bears South 45 degrees 57 minutes 56 seconds East 5.61 feet from a 5/8 inch iron rod found for the Northwest corner of said 11.76 acre tract;

THENCE 4.00 feet South of and parallel with a North line of said 11.76 acre tract, North 88 degrees 34 minutes 00 seconds East 118.00 feet to an angle point on said center line, said point

also bears South 45 degrees 58 minutes 00 seconds East 5.61 feet from a 5/8 inch iron rod set for a North interior corner of said 11.76 acre tract;

**EASEMENT TRACT TEN:
(8426899)**

Being out of the E. R. Hale Survey, A-264, Montgomery County, Texas, and a part of a called 5.0 acre tract conveyed Melba Jean Johnson Hartman recorded under File No. 8111719, Film Code 066-01-0729 Deed Records: being a strip of land 10 ft. wide lying adjacent to the East line of F. M. 149, and Hardin Store Road: and adjacent to the West line of the Hartman tract; 5.0 ft. on either side of the following described centerline:

Beginning at a point in the centerline of described easement, and South line of the Hartman tract, East, 5.6 ft. from an iron pipe marking the Hartman Southwest corner;

THENCE: N 27°00' W, along the centerline of easement, 302.0 ft. to a point for turn;

THENCE: North, 34.0 ft. to a point in North end of described easement and North line of the Hartman tract, 5.0 ft. East of an axle marking the Southwest corner of the Gumm tract.

**EASEMENT TRACT ELEVEN:
(8426900)**

Being out of the E. R. Hale Survey, A-264, Montgomery County, Texas, and a part of a 2.637 acre tract conveyed James Donald Gum recorded under File No. 8246293, Film Code 162-01-1539, Deed Records: being a strip of land 10 ft. wide along the West line of the Gumm tract, 5.0 ft. on either side of the following described centerline:

Beginning at a point in the centerline of 10 ft. wide strip and South line of the Gumm tract, East, 5.0 ft. from an axle marking the Gumm Southwest corner;

THENCE: N 0°29' W, 189.5 ft. to a point of termination of 10 ft. wide strip.

**EASEMENT TRACT TWELVE:
(2004-067911)**

A 0.0115 acre tract located in Montgomery County, Texas, situated in the Ebenezer R. Hale Survey, Abstract 264, and being part of a 4.0 acre tract of land described in the deed dated July 7, 1987 from Sam P. Evans, Trustee to First Federal Savings and Loan Association of Conroe, recorded under County Clerk's File Number 8731564, Film Code 474-01-0292 of the Montgomery County Official Public Records of Real Property (M.C.O.P.R.R.P.); said tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch galvanized iron pipe found for the southeast corner of said 4.0 acre tract and being an inner corner of a 10.3833 acre tract conveyed to Kyle Reese, Gene Mikeska, and Gerry Allison by deed dated June 6, 1989 and recorded under County Clerk's File Number 8923885, Film Code 599-01-2176 of the M.C.O.P.R.R.P.;

THENCE, S86°37'57"W, along the line common to said 4.0 acre tract and said 10.3833 acre tract, a distance of 580.45 feet to a point in the east right-of-way line of State Highway 249 (width varies) and being the POINT OF BEGINNING;

THENCE, N86°37'57"E, 22.49 feet to a point for the southeast corner of the herein described easement;

THENCE, N30°34'32"W, 30.28 feet to a point for the northeast corner of the herein described easement;

THENCE, S59°25'28"W, 20.00 feet to a point for the northwest corner of the herein described easement;

**EASEMENT TRACT THIRTEEN:
(8423058)**

Centerline of a 10ft. wide utility easement beginning at a point in the North property line of a 1.5796 acre tract, Tract 3 of the Charles A. Gehring acreage out of the E.R.Hale survey A-26 in Montgomery County, Texas, said North line being common with the South ROW line of a street, the extension of Stage Coach Road, the South ROW line of which following a curve of 275ft. radius, center of said curve S-4° 06' 10" -W 275ft, and N-89°-55'-49"-w 3.68ft of the Northeast corner of Tract 3.

Beginning point of easement centerline is 12.60ft. westerly from the Northeast corner and on the North line of said Tract 3.

Thence S-69°-29'-24"-W 176.70ft. to another point in the curved North line of said Tract 3. A 10 ft. easement 20 ft. from the center of the road, as shown on plat attached to document no. 8423058 of the real property records of Montgomery County, Texas.

**EASEMENT TRACT FOURTEEN:
(2000-071328)**

A non-exclusive easement for a restrictive easement under 30 TAC 309.13(d)(3), wherein the Grantor shall permit no residential structure to be built, transported to or used for residential purposes within the area covered by a distance of one hundred fifty feet (150.0') of the line traversed by the below-described legal and perimeter boundary description as established by Grant of Easement dated August 17, 2000, recorded in/under Clerk's File No. 2000-071328 of the Real Property Records of Montgomery County, Texas; over the following described area:

BEING 0.122 acres of land, more or less, in the I.W. Brashear Survey, A-96, Montgomery County, Texas, being a part of a 34.12 acre tract conveyed to the A.B.C. Land Development Company, recorded in Volume 828, Page 697, Deed Records of Montgomery County, Texas, and more fully described as follows:

Beginning at an iron rod set for corner, being south 0° 13' west at a distance of 307.0 feet and north 89° 47' west at a distance of 119.6 feet, from the northeast corner of the said 34.12 acre tract;

Thence south 77° 0' west for a distance of 103.0 feet to an iron rod set for a corner;

Thence south 0° 13' west for a distance of 53.4 feet to an iron rod set for the southwest corner;

Thence north 77° 0' east for a distance of 103.0 feet to an iron rod set for a corner;

Thence north 0° 13' east for a distance of 53.4 feet to the PLACE OF BEGINNING.

**EASEMENT TRACT FIFTEEN:
(2004-024257 REFILED 2004-031595)**

A non-exclusive easement for water and sewer lines and for ingress and egress related thereto, as established by Water and Sewer Line Easement dated January 29, 2004, recorded in/under Clerk's File No. 2004-024257, re-filed under Clerk's File No. 2004-031 595, of the Real Property Records of Montgomery County, Texas, over the following described area:

Being a 0.468 acre tract of land situated in the Joseph House Survey, Abstract Number 20, and the E. R Hale Survey, Abstract Number 264. both of Montgomery County, Texas, being out of and part of a called 28.5518 acres as described in deed recorded in Film Code Number 173-10-1582 of the Real Property Records of Montgomery County, Texas; said 0.468 acre being more particularly described as follows with all bearings based on the recorded deed;

BEGINNING at a 1/2 inch iron pipe, found for the lower Northwest corner of the herein described easement, common with the lower Northwest corner of the 28.5518 acres and the Southwest corner of the residual of a called 1.09 acre as described in deed recorded in Film Code Number 014-01-2475, of said Real Property Records, same being in the East Line of Lot 2, of MONTGOMERY COUNTY INDUSTRIAL PARK, Section 2, according to the map or plat thereof recorded in Cabinet C, Sheet 183, of the Map Records of Montgomery County, Texas;

THENCE S 89°47'25" E (Deed - S 89° 16' 17" E), along the lower North line of the herein described easement, common with the lower North line of the 28.5518 acres, and the South line of the residual of the 1.09 acres, a distance of 237.14 feet, to a 1/2 inch iron rod, found for an interior corner of the herein described easement, common with an interior corner of the 28.5518 acres and the Southeast corner of the residual of the 1.09 acres;

THENCE N 00°09'51" E, along the West line of the herein described easement, common with the upper West line of the 28.5518 acres and the East line of the residual of the 1.09 acres, a distance of 11.18 feet, to a point for corner,

THENCE N 89°46'56" E, along an inner North line of the herein described easement, severing the 28.5518 acres, a distance of 8.73 feet, to a point for an interior corner of the herein described easement;

THENCE N 00°24'37" E, along the West line of the herein described easement, a distance of 158.97 feet, to a point for corner of the herein described easement, same being in the Northwest line of the 28.5518 acres, and the Southeast line of the residual of the 1.09 acres;

THENCE N 36°56'41" E (Deed - N 36°41'04" E), along the Northwest line of the 28.5518 acres and the Southeast line of the residual of the 1.09 acres, a distance of 0.63 feet, to a point for the, upper Northwest corner of the herein described easement;

THENCE along the herein described easement the following bearing and distances:

N 86°00'10" E, a distance of 141.12 feet;
N 83°38'16" E, a distance of 94.92 feet;
N 77°47'58" E, a distance of 206.95 feet, to a point for the upper Northeast corner of the herein described easement;
S 18°59'44" E, a distance of 234.37 feet; and
N 89°46'56" E, a distance of 49.17 feet, to a point for the lower Northeast corner of the herein described easement, same being in the East line of the 28.5518 acres, common with the West line of a called 0.3308 acre tract of land as described in deed recorded in Clerks File Number 9454645 of said Real Property Records;

THENCE along the East line of the herein described easement, common with the West line of the 0.3308 acre, along a curve to the right, with a radius of 16,993.73 feet, a central angle of 0°04'24", an arc length of 21.75 feet, with a chord which bears N 23°22'10" W, 21.75 feet, to a point for the Southeast corner of the herein described easement tract;

THENCE along the herein described easement the following bearing and distances:

S 89°46'56" W, a distance of 72.05 feet;
N 18°59'44" W, a distance of 230.93 feet;
S 77°47'58" W, a distance of 190.21 feet;
S 83°38'16" W, a distance of 96.35 feet;
S 86°00'10" W, a distance of 123.39 feet;
S 00°24'37" W, a distance of 162.11 feet; and
N 89°47'25" W, a distance of 265.76 feet, to a point for the Southwest corner of the herein described easement, same being in the West line of the 28.5518 acres and in the East line of Lot 2;

THENCE N 00°00'39" E (Deed -North), along the West line of the herein described easement, common with the West line of 28.5518 acres and the East line of Lot 2, a distance of 10.00 feet, back to the POINT OF BEGINNING and containing 0.468 acre of land.

**EASEMENT TRACT SIXTEEN:
(9649846 & 99028411)**

A Ten (10.0) foot wide Right-of-Way and Utility Installation, Repair and Maintenance Easement in the I. W. Brasher Survey, A-96, Montgomery County, Texas, being more particularly described as follows:

Being a strip of land 10.0 feet wide in the I. W. Brasher Survey, A-96, Montgomery County, Texas, and part of a 107.79 acre tract described in Volume 106, Page 305, and part of a 34.127 acre tract described in Volume 828, Page 697, Deed Records of Montgomery County, Texas;

BEGINNING at a point in the East line of the 107.79 acre tract, being 5.0 feet North of its Southeast corner and 578.16 feet South of the 34.127 acre tract Northeast corner;

THENCE along the centerline of 10.00 foot wide strip, West 325.00 feet to the East line of a 50 foot wide road;

THENCE N 17 deg. 32' W, 316.0 feet and N 79 deg. 23' W, 277.8 feet to a point in the north line of the 34.127 acre tract;

THENCE Continuing along the road East line N 19 deg. 45' W, 148.3 feet and N 45 deg. 56' W, 622.0 feet to a point in South line of .47 acre water well tract.

EASEMENT TRACT SEVENTEEN:

(8734119) intentionally deleted

**EASEMENT TRACT EIGHTEEN:
(2014079643)**

A twenty foot access easement, 10 feet wide on either side of the center line of All of the fixtures and equipment being water and wastewater lines, transmission equipment and facilities in that certain 0.942 acre tract situated in the E. R. Hale Survey, Abstract No.284, Montgomery County, Texas, and being out of that certain tract recorded under Montgomery County Clerk's File No.8132823, Official Public Records of Real Property, Montgomery County, Texas, but excluding the portion thereof in the right of way of Decker Prairie Road, said 0.942 acres further described by metes and bounds as follows;

All that certain tract or parcel of land containing 0.942 acre, more or less, situated in the E. R. Hale Survey. Abstract No. 264, Montgomery County, Texas, and being all of that certain 1.0000 acre tract described in deed to Tomball Congregation of Jehova's Witnesses, recorded under County Clerk's File No. 8132823, excluding that portion lying within the right-of-way of Decker Prairie Road, said 0.942 acre tract being more particularly described as follows, all bearings being referenced to the said deed:

COMMENCING at a 1 inch iron pipe found in the north line of DECKER PINES SUBDIVISION, for the southeast corner of that certain 1.5796 acre tract described in deed to Magnolia Volunteer Fire Department, recorded under C.C.F. No. 9203736;

THENCE, S 89°38'00" W, a distance of 204.25 feet along the north line of the said DECKER PINES SUBDIVISION and along the south line of the said 1.5796 acre tract to a 5/8 inch iron rod found for the southwest corner of the said 1.5796 acre tract, and being the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 89°36'00" W, a distance of 271.50 feet continuing along the north line of DECKER PINES SUBDIVISION, to a 1 inch iron pipe found for the northwest corner of DECKER PINES SUBDIVISION, and being the southwest corner of this tract, said corner being located in the east right-of-way line of Decker Prairie Road (a 50 foot County Road);

THENCE, N 01°56'50" W, a distance of 114.79 feet along the east line of Decker Prairie Road to a 5/8 inch iron rod found at the intersection with the south right-of-way line of Stagecoach Road (a 50 foot County Road), and being the northwest corner of this tract;

THENCE, in a northeasterly direction with a curve to the left having a radius of 325 feet, a distance of 167.62 feet along the arc of the curve (Chord - N 74°49'30" E, 165.76 feet) and along the south line of Stagecoach Road to a 3/4 inch iron rod found for the point of reverse curve, and being the westerly corner of the said 1.5796 acre tract;

THENCE, continuing in a Northeasterly direction and leaving the said right-of-way, along a curve to the right having a radius of 275 feet, a distance of 121.84 feet along the arc of the curve (Chord - N 72°44'35" E, 120.85 feet) and along the westerly south line of the said 1.5796 acre tract to a 5/8 inch iron rod found for the northeast corner of this tract, and being an interior corner of the said 1.5796 acre tract;

THENCE, South, a distance of 192.08 feet along the west line of the said 1.5796 acre tract to the POINT OF BEGINNING and containing 0.942 acre of land.

**EASEMENT TRACT NINETEEN:
(2014107596)**

A non-exclusive easement for a restrictive easement under 30 TAC 309.13(d)(3), wherein the Grantor shall permit no residential structure to be built, transported to or used for residential purposes within the area covered by a distance of two hundred fifty feet (250.0') of the line traversed by the below-described legal and perimeter boundary description as established by Grant of Easement dated August 17, 2000, recorded in/under Clerk's File No. 2014107596 of the Real Property Records of Montgomery County, Texas; over the following described area:

0.123 acres of land in the I.W. Brashear Survey, A-96, Montgomery County, Texas, being a part of a 34.12 acre tract conveyed to the A.B.C. Land Development Company, recorded on Volume 828, Page 697, Deed Records of Montgomery County, Texas, also a part of a certain tract conveyed to A.R. Coe, recorded in Volume 106, Page 305, Deed Records of Montgomery County, Texas, and more fully described as follows:

Beginning at an iron rod set corner, being south 0 degrees 13' west at a distance of 204.0 feet and north 89 degrees 47' west at a distance of 120.0 feet, from the northeast corner of the said acre tract;

Thence south 77 degrees 0' west for a distance of 53.4 feet to an iron rod set for a corner;

Thence south 0 degrees 13' west for a distance of 103.0 feet to an iron rod set for the southwest corner, being in the north line of a 0.122 acres tract more fully described in the deed recorded under Film Code No. 200-00-2385, Real Property Records of Montgomery County, Texas;

Then north 77 degrees 0' east for a distance of 53.4 feet along the north line of said 0.122 acre tract to an iron rod set for a corner, being the northeast corner of said 0.122 acres tract;

Thence north 0 degrees 13' east for a distance of 103.0 feet to the PLACE OF BEGINNING (the "Property").

FEE TRACT ONE:

A twenty foot (20.0') by twenty five foot (25.0') tract in Reserve "A", Concord Estates Replat Number 2, a Subdivision in Montgomery County Texas, according to the plat recorded in Cabinet S, Sheet 76 of the Map Records of Montgomery County, Texas, more particularly described as follows:

BEGINNING at the southeast corner of Detention Pond Area Reserve "A", as set forth on Replat No.2 dated February 28, 2002 of Concord Estates, a subdivision in Montgomery County, Texas, recorded on March 27, 2002 under File No.2002-061936, in Cabinet S, Sheet 76 of the map records of Montgomery County, Texas ("Replat No.2"), such point also being the northeast corner of Lot No.32 of the Subdivision, as shown on Replat No.2;

THENCE North 0°15'0" East, for a distance of twenty feet (20.0');

THENCE North 89°45'0" West, for a distance of twenty five feet (25.0');

THENCE South 0°15'0" West, for a distance of twenty feet (20.0');

THENCE South 89°45'0" East, for a distance of twenty five feet (25.0') to the point of beginning, enclosing a tract of Five Hundred square feet out of the southeast corner of the said Detention Pond Area Reserve "A" (the "Property").

FEE TRACT TWO:

Intentionally deleted.

FEE TRACT THREE:

(2014107594) & (2014118788)

Being a 0.030 acre tract of land situated in the I.W. Brashear Survey, Abstract Number 96, and being out of and a part of a called 52.07 acres as described in deed recorded in Clerk's File Number 2013043956 of the Real Property Records of Montgomery County, Texas and out of and a part of a called 12.79 acres as described in deed recorded in Clerk's File number 2006018887 of said Real Property Records; said 0.030 acre being more particularly described as follows with all bearings based on the Southwest line of the 52.057 acres per the recorded deed;

COMMENCING at a 1/2 inch iron rod, found for an interior corner of the 52.057 acres and an interior corner of the 12.7924 acres, and proceeding;

THENCE S 25°53' 14"E, severing the 52.057 acres, a distance. of 120.67 feet, to a point for the upper Northwest corner of the herein describe tract and being the POINT OF BEGINNING;

THENCE around the herein described tract, severing the 52.057 acres and the 12.7924 acres, the following bearings and distances:

N 75°36'38"E, a distance of 50.05 feet, to a point;

S 16°56'11"E, a distance of 19.13 feet to a point;

S 73°05'31"W, a distance of 44.28 feet, to a point;

S 69°51'14"W, a distance of 23.47 feet, to a point;

N 20°47'41"W, a distance of 16.87 feet, to a point;

N 72°40'07"E, a distance of 18.91 feet; to a point;

N 17°37'24"W, a distance of 6.68 feet back to the POINT OF BEGINNING and containing 0.030 acre of land as computed based on the survey and plat prepared by C & C Surveying, Inc. dated July 30, 2014.

Buyer has signed and delivered this Buyer's Affidavit and Agreement ("Agreement") to Texas American Title Company and its title insurance underwriter (together, the "Title Company"). Buyer expressly acknowledges, warrants, covenants and agrees that all statements and representations made in this Agreement are true and correct and all statements and representations are within Buyer's personal knowledge. Buyer agrees that Title Company may and will rely upon all statements and representations made to issue an Owner's Policy of Title Insurance ("Owner's Policy") and, when applicable, a Loan Policy of Title Insurance ("Loan Policy"), and to prepare and deliver documents in connection with the closing and financing, if applicable, of the purchase of the Property (together, the "transaction").

GENERAL ACKNOWLEDGMENTS

A. MARITAL STATUS Quadvest, L.P., a Texas Limited Partnership

☐ I have never been married.

☐ I am not now married.

☐ I am presently married to _____
we married on _____.

☐ I am not presently married, but have been previously, as stated below:

First marriage to _____ on _____, and was
terminated by death/divorce dated _____.

Second marriage to _____ on _____, and was
terminated by death/divorce dated _____.

☐ I am presently married as stated above and have been previously married as stated below:

First marriage to _____ on _____, and was
terminated by death/divorce dated _____.

Second marriage to _____ on _____, and was
terminated by death/divorce dated _____.

B. MARITAL STATUS

☐ I have never been married.

☐ I am not now married.

☐ I am presently married to _____
we married on _____.

☐ I am not presently married, but have been previously, as stated below:

First marriage to _____ on _____, and was
terminated by death/divorce dated _____.

Second marriage to _____ on _____, and was
terminated by death/divorce dated _____.

☐ I am presently married as stated above and have been previously married as stated below:

First marriage to _____ on _____, and was
terminated by death/divorce dated _____.

Second marriage to _____ on _____, and was
terminated by death/divorce dated _____.

TAXES AND HOA ACKNOWLEDGEMENTS

A. PRORATIONS:

1. Overview. Buyer has been advised and understands that taxes have been collected or

prorated, or both, based on estimated taxes. (The term "taxes" includes property taxes, assessments, homeowner or property owner assessments, standby fees, and any penalties, interest, costs or expenses arising from their delinquency.) Buyer understands that these tax estimates are based on information provided to Title Company by others. This information may be provided by a third party tax service company, property management companies, appraisal districts, taxing authorities and their attorneys. Estimated taxes are often based on the amount of taxes paid in prior years. This information may not, however, be the most current available, for example, property values and tax rates may change with no notice to the Title Company. The amount or payment of the current year's taxes may be available at the time of closing, but that information may not have been provided to the Title Company. If delinquent taxes are to be paid at closing, information as to the amount owed may change substantially from one month to the next as additional costs and expenses accrue. Additionally, if the Property has multiple tax account numbers, the estimated taxes may inadvertently omit one or more accounts. Although the Title Company may use the tax information for its own purpose, the Title Company does not and cannot warrant or guaranty the accuracy of the tax information or the tax estimates derived from that information.

2. Review of Estimated Taxes. Buyer confirms receipt of a copy of the tax certificate furnished by Title Company's tax service company. Buyer acknowledges that Buyer has reviewed the estimated taxes shown on the certificate, has had the opportunity to conduct an independent investigation into the number and identity of the taxing authorities, the amount of the taxes, and the reasonableness of the estimate. Relying on Buyer's own investigation, Buyer has agreed to use the estimated taxes (as set forth on the settlement statement) for proration and other purposes. Buyer agrees that if the estimated taxes are later determined to be incorrect, any adjustment in the proration of taxes (if required) will be a matter for the Buyer and seller only, and shall be according to the agreement between Buyer and seller. Any adjustment in the proration of taxes (if required) will not involve the Title Company and the Title Company will have no liability to Buyer for any adjustment.
3. Disclaimer of Liability. Buyer acknowledges that any tax information provided to Buyer is delivered without any warranty as to its accuracy or completeness. Title Company will have no liability or responsibility if the tax information is not accurate or is not complete.

B. ADDITIONAL TAXES - AFTER CLOSING

If all or part of the Property is subject to reduced taxes because (i) all or part of the Property was designated as being used for agricultural, timber or open space use, or for some other use that resulted in reduced tax valuation, or (ii) the Property was claimed as wholly or partially exempt from taxation, or (iii) improvements on the Property were not assessed, the Property may be subject to additional or "rollback" taxes. These additional or "rollback" taxes may be assessed because of a change in usage or ownership, the disallowance of an exemption, or the later assessment of taxes on omitted improvements. Buyer understands and agrees that the Owner's Policy will expressly except to: "Subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership". If additional or "rollback" taxes are assessed against all or part of the Property, Buyer agrees it will be a matter for Buyer and seller only according to the agreement between Buyer and seller. Buyer further agrees that if Title Company pays a claim under a Loan Policy as a result of additional or "rollback" taxes, Title Company has the right to reimbursement of the amount paid from either Buyer or seller. Buyer agrees that the person responsible under the agreement between Buyer and seller must reimburse Title Company.

C. PROPERTY TAX RECORDS/EXEMPTIONS

The Title Company is not responsible for notifying the county appraisal district (the "CAD") of changes in ownership, filing exemptions, or any other matter relating to property taxes. Buyer is responsible for notifying, in writing, the CAD of the change in ownership, providing a billing address, and making application for any exemptions or removing exemptions and reduced valuations that are no longer applicable. Buyer understands that the failure to correct the property tax records may result in losing certain rights and remedies. Buyer also agrees to notify, in writing, all homeowner associations, and/or property owner associations of the change in ownership of the property and of Buyer's address for billing purposes. Buyer understands that the failure to give notice may result in the failure to receive tax and assessment notices, including notices of appraised value, tax statements (bills) and assessment statements (bills). If there is a loan, Buyer agrees to provide the CAD with Buyer's lender's name, address and loan number. Buyer understands that any tax exemption requests (i.e. homestead, over 65) must be filed directly with the CAD by Buyer.

D. "SPLITTING-OUT" A TAX ACCOUNT

If the Property was part of a larger tract owned by the seller, the CAD may not yet have assigned a separate tax account number to the Property. If so, after closing Buyer must request that the CAD assign a new tax account number to the Property. This is commonly called "splitting out" the Property sold from the larger tract still owned by the seller. If splitting out is required, Title Company strongly recommends that promptly after closing Buyer contact the CAD and determine how to apply for a split-out and by what date the application must be made. If Buyer does not obtain a split-out for the current year, the taxes for the Property purchased and the tract still owned by the seller will be billed under a single account number. As a result, the tax bill may be

sent to the seller or Buyer only. It may also be that, in later years, the seller and Buyer must agree on how to divide the tax bill. It is also possible that, in order to keep the taxes current, Buyer or seller must pay the taxes owing on the others property. Buyer understands there is no title insurance coverage for losses arising from the need for or failure to obtain a split-out.

E. LENDER'S ESCROW ACCOUNT

If this transaction involves a mortgage loan or the assumption of a mortgage loan, the lender may require that Title Company collect and pay to lender certain amounts for the future payment by lender of property taxes and insurance ("escrows"). Buyer acknowledges that lender, not the Title Company, establishes the amount of the tax and insurance escrows and that those amounts may be later adjusted by the lender. Any adjustments in the amount of taxes paid by Buyer to Buyer's lender, or held in escrow by Buyer's lender shall be adjusted between Buyer and the lender, and Title Company shall have no liability or responsibility for any such adjustment.

TAXES/HOMEOWNER ASSOCIATION FEE (HOA) AGREEMENT

Buyer acknowledges that the Title Company shall have no liability or responsibility for payment of any taxes or HOA Fees, except only to the extent: (i) the settlement statement expressly indicates the Title Company has collected taxes or HOA Fees for payment; or (ii) as to the title insurance underwriter only, the title insurance policy insures that the taxes or HOA Fees have been paid. The only obligation of Texas American Title Company after closing with respect to additional or "rollback" and/or delinquent taxes or HOA Fees, is to forward a claim on the Owner's Policy to the underwriter issuing the policy, if a claim is made.

SURVEY AGREEMENT

A. SURVEY ACKNOWLEDGEMENTS

If Title Company ordered and obtained a survey for the closing, Buyer understands and acknowledges disclosure of and agreement with the following:

1. Title Company ordered the survey as a convenience, and with the understanding and Buyer's agreement that Title Company is not responsible for the content or accuracy of the survey, and on the condition that if any dispute later develops concerning the content or accuracy of the survey, Buyer agrees to look solely to the surveyor, and not to Title Company, for a resolution of that dispute.
2. Buyer agrees to hold Title Company harmless from all claims arising from the survey, including but not limited to all claims that the survey was not timely performed, is inaccurate, incomplete and/or was not paid for.
3. If Title Company reasonably believes the surveyor is presently licensed by the Texas Board of Professional Land Surveyors, Title Company will have fulfilled any duty Title Company had in selection of the surveyor.
4. There are many different types of surveys, some providing more and some providing less information and precision. Title Company orders surveys with the information and precision it considers generally acceptable for title insurance purposes, considering the nature of the transaction. Buyer has had the opportunity to request a survey with more information or greater precision. Buyer has independently reviewed the survey and agrees that it is acceptable.
5. Whether ordered by the Title Company or not, Title Company may evaluate the survey for its own purposes, Title Company is not authorized to and cannot provide advice or guidance in evaluating the survey. Buyer has not relied on Title Company's statements or guidance as to the survey, and Buyer will seek the assistance of a qualified professional if Buyer has questions about the survey.
6. Whether ordered by the Title Company or not Buyer understands that matters shown on the survey (for example, easements, rights of way, setback lines, fence encroachments and protrusions) are generally not covered by the Owner's Policy. Buyer is aware of and accepts the following encroachments as shown on the survey:
n/a
7. If Buyer received an old survey or a survey prepared for the benefit of a third party (for example, the seller's survey), Buyer has independently evaluated whether Buyer has any recourse against the surveyor if the survey contains errors or omissions.
8. Title Company does not determine whether the Property is located in a special flood hazard area. Title Company does not determine whether or not Buyer should purchase flood insurance. Buyer agrees to seek the assistance of a qualified professional if Buyer has questions about the risk of flooding or the availability of flood insurance.

B. SURVEY INSTRUCTIONS

Buyer instructs the Title Company to proceed as follows:

- ☐ I requested and have received a new survey.
- ☐ I choose to proceed with a prior survey, and I am in possession of a copy of that survey.
- ☐ [xxxx] I choose to buy this property and close without the benefit of a survey.

C. OPTION TO PURCHASE AREA BOUNDARY AND ENCROACHMENT COVERAGE (Note: Title Company must have received a survey to purchaser this optional coverage)

If an acceptable survey of the Property is not provided to the Title Company, the Owner's Policy will contain the standard exception to "any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements." This exception to coverage is the "Boundary" exception. However, if an acceptable survey is provided to the Title Company and Purchaser agrees to pay an additional premium, the Boundary exception will be amended so that the exception is limited to "shortages in area" only. For Policy Form T-1R, the additional premium is 5% of the Owner Policy premium. For Policy Form T-1, the additional premium is 15% of the Owner Policy premium. Title Company's amendment of the Boundary exception does not limit its right to include additional exceptions for matters disclosed by the survey and for other matters that appear in the real property records. There will be no coverage for matters set forth as exceptions in Schedule B of the Owner's policy.

Buyer instructs the Title Company to proceed as follows (**Check one box**):

- ☐ I request that Title Company provide the Boundary Coverage (subject to exceptions in Schedule B) and agree to pay the additional premium for that coverage.
- ☐ [xxxx] I decline the offer of the Boundary Coverage and understand my Owner's Policy will contain the standard exception to "any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements."

CLOSING ACKNOWLEDGEMENTS

A. WAIVER OF INSPECTION

Buyer waives an on-site inspection of the Property by Title Company and agrees that the Owner's Policy will contain the following exception to coverage: "rights of parties in possession." Buyer understands that with this exception to coverage the Owner's Policy does not insure against the rights of any persons now in possession of all or part of the Property, and does not insure against the rights of those persons by or through whom any persons possess all or part of the Property. As used in the Owner's Policy, "possession" includes visible evidence of occupancy or use of the Property, including the use of roads or easements. Buyer understands that Buyer may be required to obtain possession of the Property from the current occupants, if any. Buyer has either inspected the Property or agreed to accept the risks arising from not inspecting the Property. The exception to coverage in the Owner's Policy to "rights of parties in possession" will not apply if, and only if, Buyer has made a written request for inspection, Buyer has paid the reasonable and actual cost of inspection, and Title Company has inspected the Property and found it vacant with no evidence of possession by third parties. Buyer understands that any such inspection by Title Company is for the benefit of Title Company only and is for the limited purpose of determining whether the Owner's Policy will, or will not, insure against the rights of persons who may now be in possession of the Property. Title Company has the right to except from coverage all matters revealed by the inspection. Title Company does not inspect for and has no responsibility for the suitability or physical condition of the Property. The Owner's Policy insures title only. The Owner's Policy does not insure against any defect in the physical condition of the Property.

B. LENDER REQUIREMENTS AND DISCLOSURES (LOANS)

If this transaction involves a mortgage loan or the assumption of a loan, Buyer acknowledges awareness of the terms of the loan documents, including the Deed of Trust. Buyer understands Title Company may take instructions from the lender providing the mortgage loan, and that the lender may refuse to fund this transaction if the Property and/or Buyer fail to comply with the lender's requirements. Buyer releases Title Company from any liability or loss (including loss of the Property) arising from: (a) the lender's refusal to fund the loan; and (b) the terms of the loan documents, including but not limited to the Deed of Trust.

C. NOTICE OF PENALTIES FOR MAKING FALSE OR MISLEADING STATEMENT

1. Title Company is not a mortgage lender, mortgage banker or mortgage broker/loan officer.

Nonetheless, in the public interest, and, in particular as to loans subject to Section 343.105 of the Texas Finance Code, Title Company makes the following disclosures:

WARNING: Intentionally or knowingly making a materially false or misleading statement to obtain property or credit, including a mortgage loan, is a violation of Section 32.32, of the Texas Penal Code, and, depending on the amount of the loan or value of the property, is punishable by imprisonment for a term of 2 years to 99 years and a fine not to exceed \$10,000.

Buyer has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain a mortgage loan. If Buyer has applied for a mortgage loan, Buyer represents that all statements and representations contained in Buyer's written loan application, including any statements or representations regarding my/our identity, employment, annual income, and intent to occupy the residential real property secured by the mortgage loan (if such statements were made), are true and correct as of the date of loan closing.

2. **Notice of Obligation To Report Fraudulent Activities.** If a person determines or reasonably suspects that fraudulent activity has been committed or is about to be committed, the law requires that the person report the information to an authorized governmental agency. One such authorized governmental agency is:

Texas Department of Savings and Mortgage Lending
2601 N. Lamar Blvd., Ste. 201
Austin, Texas 78705
Toll Free Consumer Hotline: 1 (877) 276-5550
Main Number: (512) 475-1350
Email: smlinfo@sml.texas.gov Website: www.sml.texas.gov

NOTICE: THE TERMS OF THIS AGREEMENT ARE IMPORTANT. THIS AGREEMENT AFFECTS THE TITLE INSURANCE COVERAGE PROVIDED, IT DISCLOSES IMPORTANT INFORMATION, AND IT CONTAINS IMPORTANT AGREEMENTS AND REPRESENTATIONS. BUYER CONFIRMS HAVING CAREFULLY READ, CONSIDERED AND, WHERE APPLICABLE, COMPLETED ALL THE ABOVE.

D. SELLER DISCLOSURES

Buyer understands that, under Texas law, it is the seller's responsibility (not the Title Company's) to give certain disclosures if the Property is located in one or more special districts. If the Property is a residence, the contract between Buyer and the seller probably discloses that the Property may be in one or more special districts. The disclosures apply to property in special districts that have the power to impose assessments similar to property taxes. These special districts include but are not limited to Municipal Utility Districts, Drainage Districts, and/or Public Improvement Districts. Title Company may also disclose that the Property is in a special district. Any such disclosure by the Title Company is provided as a courtesy only. Buyer may want to consult with the seller to determine what special districts, if any, the Property is located within. If, as a courtesy, Title Company provides a disclosure for a special district, the giving of that disclosure is not a representation the Property is located only in that one special district. The Property may also be located in another special district. It is sometimes difficult to determine whether property is located within a special district.

E. POSSIBLE PLATTING REQUIREMENTS

If the Property is part of a larger parcel of real property owned by the seller, the sale may be considered a subdivision of real property. A subdivision may require governmental approval and the filing of a plat, replat or amended plat. The failure to obtain governmental approval and file a plat, replat or amended plat may cause difficulties, including the denial of building permits and/or the inability to connect to utilities. These same problems may arise if a previous sale did not comply with the laws regulating the subdivision of real property. The Owner's Policy does not insure against these risks. Title Company does not and cannot provide advice or counseling as to legal matters, including whether or not a subdivision requires governmental approval.

F. INVOLUNTARY LIENS

Title Company has NOT performed a full search of the real property records with reference to possible tax liens, judgments, or other involuntary liens which may have been filed against the Buyer. Buyer understands that such involuntary liens (if any) may need to be released prior to the resale or subsequent mortgaging of the Property.

G. CLOSE INTO ESCROW

1. Buyer understands that the Title Company has closed into escrow pending execution and delivery of all closing documents, receipt of all required funds, and satisfaction of any conditions, including the following:
 - Delivery of good funds from Buyer

- Delivery of documents signed by Buyer/borrower/seller
- Other: _____
- If Applicable:
 - Delivery of good funds by lender
 - Lender's approval of closing documents
 - Delivery of good funds by seller
 - Borrower has met all lender requirements
 - Three Day Right of Rescission (construction financing)

2. Buyer agrees that until such time as Title Company notifies the Buyer that all required documents and good funds have been received, the Buyer acknowledges that the referenced transaction is not consummated, and title to the real property has not been conveyed.
3. Title Company makes no representations and bears no liability with regard to possession of subject property.

H. DOCUMENT REVIEW AND CORRECTION DOCUMENTS

Buyer agrees to cooperate with Title Company after closing and sign any additional documents (including documents mistakenly omitted and correction documents) as may be necessary to correct errors, or complete or clarify information. Title Company cannot prepare legal documents that transfer ownership or create or release liens. If Buyer, seller, or lender has not arranged for the preparation of a legal document required for closing, as a convenience to the parties, Title Company may order a warranty deed or other legal document from a licensed attorney. The attorney representing Title Company will be asked to prepare a standard legal document. Such legal documents do not address issues such as survivorship, ownership in unequal shares, and mineral (oil and gas) reservations. At or before closing, Buyer agrees to review any such legal document, especially a deed, to confirm the document conforms to Buyer's expectations. If Buyer is in doubt as to whether a legal document will have the desired effect, Buyer agrees to notify Title Company immediately and consult with independent legal counsel.

I. SHORTGAGES IN AMOUNTS COLLECTED BY TITLE COMPANY

If (a) information used by Title Company to calculate amounts to be collected or paid in connection with this transaction is later found to be inaccurate or incomplete, or (b) the calculations used by Title Company are later found to be inaccurate and, as a consequence of (a) or (b), additional amounts must be collected or paid, Buyer agrees to pay to Title Company any additional amounts owed by Buyer after Title Company corrects the inaccurate information or calculation and/or obtains the complete information. Buyer authorizes Title Company to deduct any such additional amounts from the funds held by Title Company on behalf of Buyer.

TITLE COMMITMENT AND TITLE POLICY

A. TITLE COMMITMENT

1. Buyer acknowledges prior receipt, either directly or through Buyer's agent, of the Commitment for Title Insurance ("Commitment").
2. The Commitment is not a title report, a title opinion, or a representation as to the status of title. The Commitment is, instead, a description of the title insurance coverage to be included in the Owner's Policy. That coverage is contingent on compliance by Buyer and/or seller with all the terms and conditions in the Commitment. Buyer acknowledges receipt of (or the offer of) a copy of all the documents described in Schedule B (including but not limited to a copy of recorded restrictions and easements) and Schedule C of the Commitment. Buyer agrees to assume all these matters affect the Property. Buyer acknowledges that the Owner's Policy will be subject to the standard printed terms, stipulations and the exceptions contained in the Commitment. Buyer acknowledges that if a matter shown on Schedule C of the Commitment is not addressed at or prior to closing, Buyer will not have title insurance coverage for that matter. If Buyer has questions or concerns about the matters shown on Schedules B or C, Buyer is advised to consult an attorney or other real estate professional. Buyer understands Title Company cannot provide advice or counseling on legal matters or on the merits of the transaction, including whether or not the Property is suitable for Buyer's intended use.
3. The escrow officer ("closer") has been trained in the field of closing practices, but the escrow officer (and any assistant) cannot answer questions about title to the Property. The escrow officer or escrow assistant will deliver the Commitment and, if asked, will respond to requests for changes to the Commitment. The response will only reflect Title Company's decision whether or not to provide the requested title insurance coverage - the response must not be understood to be an opinion concerning title. Title Company's employees and agents (including its title examiners) do not give, and are not authorized to give, opinions as to title. Buyer confirms that Buyer has not relied upon any representation by Title Company, its employees, or its agents concerning title to the Property.

B. TITLE POLICY

Title Company is authorized to issue an Owner's Policy to Buyer covering the Property, subject to all terms, conditions, exceptions and exclusions of the Owner's Policy.

CLOSING DOCUMENTS

A. RECEIPT OF SETTLEMENT STATEMENT

Buyer acknowledges receipt and examination of the settlement statement. Buyer accepts the amounts shown on the settlement statement as accurate or acceptable and authorizes all payments shown on the settlement statement, including without limitation any and all prorations and disbursements. Buyer will have no claim whatsoever against Title Company for making the payments shown on the settlement statement.

OTHER AGREEMENTS AND WARRANTIES

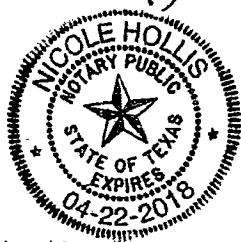
1. Buyer agrees to indemnify and defend Title Company from and against any and all claims, demands, or causes of action, and any costs and expenses (including reasonable attorney's fees) arising from or connected with, directly or indirectly, (a) the falsity or inaccuracy of Buyer's statements and representations in this Agreement; and (b) Buyer's failure to comply with Buyer's obligations under this Agreement.
2. Buyer acknowledges that Title Company's role in closing this transaction is to act as a neutral third party. Title Company cannot provide advice or counseling on legal matters or on the merits of the transaction.
3. Upon request by a real estate broker or agent representing a party to the transaction, Buyer agrees Title Company may deliver to the broker or agent a copy of the documents Buyer signed at closing, but not those documents containing Buyer's social security, driver's license number and or passport number.
4. The terms of this Agreement survive the closing and funding of the transaction described and will not be merged therein. This Agreement is binding upon Buyer and Buyer's heirs, personal representatives, successors, assigns, and beneficiaries. The releases and indemnities given herein benefit and are enforceable by Title Company's officers, managers, employees, agents, attorneys, successors, and assigns.
5. If Buyer is a natural person, Buyer is over the age of 18 years and legally competent to enter into this Agreement. If Buyer consists of more than one person, the term "Buyer" includes the singular and the plural (and vice versa) as the context requires.
6. If Buyer is an entity (such as a corporation, partnership, limited liability company, or association), the person signing on behalf of Buyer individually warrants and represents that: (a) the person signing is the duly authorized representative of Buyer; (b) all factual statements above are true and correct; (c) all agreements and terms and conditions of this Agreement are binding on Buyer; and (d) Buyer has met all legal requirements to operate as an entity and is in good standing under all applicable laws.

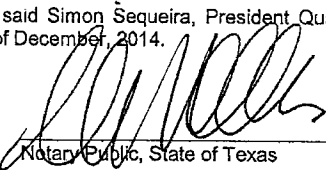
WITNESS my hand this the 15 day of December, 2014.

Quadvest, L.P., a Texas Limited Partnership
By: Quadvest Management, L.L.C. a Texas
limited liability company, its General Partner


Simon Sequeira, President

Sworn to and subscribed before me, by the said Simon Sequeira, President Quadvest, L.P., a Texas Limited Partnership this the 15 day of December, 2014.




Notary Public, State of Texas

**AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT**

To: Quadvest, L.P., a Texas Limited Partnership
From: Texas American Title Company
GF Number: 7695-14-2888

Property:

EASEMENT TRACT ONE:

(8415481)

An eight (8') foot wide Utility Easement out of and a part of that certain 6.46 acres tract of land in the E. R. Hale Survey, Abstract 264, Montgomery County, Texas, being the same tract of land described in Deed from Grady L. Sanderlin, et ux, to A. T. Cureton and Carolyn J. Cureton, recorded in Volume 554, Page 385 of the Montgomery County Deed Records, said easement containing 2478.4 square feet and being more particularly described by metes and bounds as follows:

BEGINNING at a stake found marking the Southeast corner of said 6.46 acre tract, same being set in the West line of F M. 149;

THENCE North 28 deg. 08 min. 45 sec. West a distance of 302.42 feet to a point for corner, same being the most Westerly southwest corner of a 3.3096 acre tract out of said 6.46 acre tract;

THENCE North 89 deg. 55 min. 49 sec. West, a distance of 8 feet to a point for corner;

THENCE South 28 deg. 08 min. 45 sec. East, a distance of 302.42 feet to a point for corner in the south line of said 6.46 acre tract;

THENCE East along the south line of said 6.46 acre tract, a distance of 8 feet to the PLACE OF BEGINNING, same being a 4 inch concrete monument found for the southeast corner of said 6.46 acre tract.

EASEMENT TRACT TWO:

(8415873)

A ten (10') foot wide easement adjoining the west line of FM 149, being out of and a part of that certain 6.48 acre tract described in Deed recorded in Volume 634, Page 365, Deed Records of Montgomery County, Texas, further being out of a 1.00 acre, more or less, tract in the E. R. Hale Survey, Abstract 264, Montgomery County, Texas, as described in Instrument recorded in Volume 1087, Page 60, Deed Records of Montgomery County, Texas, said ten (10') foot wide easement being more particularly described as follows:

BEGINNING at a point marking the Southeast corner of said Geer tract, same being the Northeast corner of that certain 0.587 acre tract out of the E. R. Hale Survey, Abstract 264, as described in Deed from Lee B. Harrison, et ux, to Coe Enterprises, Inc., recorded under Montgomery County Clerk's File No. 8408075, Real Property Records, Montgomery County, Texas;

THENCE North 27 deg. 36 min. West along the West line of said FM 149 to the Northeast corner of said Geer tract;

THENCE West a distance of 10 feet to a point for corner, thence South 27 deg. 36 min. 0 sec. East, parallel to the West line of said FM 149, to the south line of said Geer tract, which is the north line of said Coe Enterprises, Inc. tract;

THENCE North 26 deg. 47 min. 14 sec. East along said common line, a distance of 10 feet to the PLACE OF BEGINNING.

EASEMENT TRACT THREE:

(8415482)

An eight (8') foot wide by 28.75 foot long easement, fronting on the West side of FM 149, same being out of and a part of that certain 6.48 acre tract out of the E. R. Hale Survey as is described in Deed recorded in Volume 634, Page 365, Deed Records, Montgomery County, Texas, said easement being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point found marking the northeast corner of said 6.48 acre tract in the West line of FM 149;

THENCE North 89 deg. 30 min. West along the north line of said 6.48 acre tract, a distance of 8 feet to a point for corner;

THENCE South 28 deg. 13 min. East, parallel with the West line of FM 149, a distance of 32.6 feet to a point in the east line of said 6.48 acre tract;

THENCE North 0 deg. 18 min. West along said East line, a distance of 12.6 feet to a point for corner in the West line of said FM 149, same being the lower northeast corner of said 6.48 acre tract;

THENCE North 28 deg. 13 min. West along the west line of said FM 149, a distance of 28.75 feet to the PLACE OF BEGINNING.

**EASEMENT TRACT FOUR:
(8415872)**

A Non-Exclusive Easement or Right-of-Way at the location and along the course, but limited strictly within said course, over and across that certain easement described under Montgomery County Clerk's File No. 8415872 and being described as follows;

Centerline of a 10ft Wide utility easement beginning at a point 23.13 feet West of the Southeast corner of a 1.75 acre lot in Deed to Stokes-Fuqua Homebuilders, Inc. filed for record under Montgomery County Clerk's File No. 78020417, in Decker Prairie Industrial Park Subdivision, a tract of land out of the R. W. Weindorff Tract in the E. R. Hale Survey, Abstract 264, Montgomery County, Texas;

THENCE North 27 deg. 16 min. West, 351.4 feet to the North property line of said lot.

**EASEMENT TRACT FIVE:
(8415478)**

An Exclusive Easement or Right-of-Way for utility lines at the location and along the course, but limited strictly within said course, over and across that certain easement described under Montgomery County Clerk's File No. 8415478 and being described as;

Centerline of a 10ft Wide utility easement beginning at a point 28.13 feet West of a concrete post marking the Northeast corner of a 0.506 acre lot, described in Deed to Blackwell Enterprises, Inc., filed for record under Montgomery County Clerk's File No. 8120504, in Decker Prairie Industrial Park Subdivision, a tract of land out of the R. W. Weindorff Tract in the E. R. Hale Survey, Abstract 264, Montgomery County, Texas;

THENCE South 27 deg. 16 min. East a distance of 100 ft. to the South property line of said 0.506 acre lot.

**EASEMENT TRACT SIX:
(8415479)**

An Exclusive Easement or Right-of-Way for utility lines at the location and along the course, but limited strictly within said course, over and across that certain easement described under Montgomery Clerk's File No. 841579 and being described as;

Centerline of a 10ft Wide utility easement beginning at a point 28.13 feet West of the Southeast corner of a 0.55 acre lot, described in Deed to Blackwell Enterprises, Inc., filed for record under Montgomery County Clerk's File No. 8324195, in Decker Prairie Industrial Park Subdivision, a tract of land out of the R. W. Weindorff Tract in the E. R. Hale Survey, Abstract 264, Montgomery County, Texas;

THENCE North 27 deg. 16 min. East a distance of 78.8 ft. to the South property line of said 0.55 acre lot.

**EASEMENT TRACT SEVEN:
(8415477)**

BEING a tract of land out of the E.R. Hale Survey, Abstract 264, Montgomery County, Texas and being out of and a part of that certain 2.98 acre tract described as tract No. 2 in a Deed from Ethel Weaver et al to Etta Mae Geldmacher, dated January 4, 1955 and recorded in Volume 392, Page 538 of the Deed Records of Montgomery County, Texas, said tract herein conveyed being described by metes and bounds as follows;

BEGINNING at the Northeast corner of said 2.98 acre tract, which point is also in the West line of FM Hwy. 149;

THENCE West 8.0 feet along the North line of said 2.98 acre tract to an iron pipe set for corner;

THENCE in a Southerly direction and parallel to Hwy. FM 149 a distance of 157.5 feet to a point for corner;

THENCE East 8.0 feet to a point in the West line of FM Hwy. 149;

THENCE in a Northerly direction and along the Western boundary line of FM 149 a distance of 157.5 feet and the PLACE OF BEGINNING.

**EASEMENT TRACT EIGHT:
(8423057)**

Being out of the E. R. Hale Survey, A-264, Montgomery County, Texas, and a part of a 13,386.2 square feet tract of land conveyed James R. Denton described in Volume 1017, Page 938, Deed Records; Being a strip of land 10 ft. wide out of the Northwest corner of the Denton tract, 5.0 ft. on either side of the following described centerline;

Beginning at a point in the centerline of described easement, in the North line of the Denton tract, East, 5.6 ft. from an iron pipe marking its Northwest corner;

THENCE: S 27°00' E, along the centerline of 10 ft. strip, 12.5 ft. to a point of termination being 5.0 ft. at right angles to the Denton West line.

**EASEMENT TRACT NINE:
(8514129)**

BEING an 8-foot wide utility easement in the E. R. Hale Survey, Abstract 264, Montgomery County, Texas and being out of that certain 2.6370 acre tract described in deed recorded in Volume 045, Page 223, Deed Records, Montgomery County, Texas and that certain 11.76 acre tract described in deed recorded in Volume 600, Page 941, Deed Records, Montgomery County, Texas; the center line of said 8-foot wide utility easement being more particularly described as follows:

COMMENCING at a 1-inch galvanized iron pipe found marking the Northwest corner of said 2.6370 acre tract in the East line of Hardin Store Road;

THENCE South 00 degrees 40 minutes 07 seconds East 4.00 feet along the West line of said 2.6370 acre tract and the East line of said Hardin Store Road to PLACE OF BEGINNING of herein described center line of utility easement;

THENCE 4.00 feet South of and parallel with the North line of said 2.6370 acres, North 89 degrees 33 minutes 10 seconds East 216.37 feet to an angle point;

THENCE 4.00 feet South of and parallel with a most Southerly North line of said 11.76 acre tract, North 89 degrees 23 minutes 21 seconds East 253.31 feet to an angle point on said center line, said point also bears South 45 degrees 21 minutes 03 seconds East 5.67 feet from a concrete monument for an Interior corner of said 11.76 acre tract;

THENCE 4.00 feet East of and parallel with a most Northerly West line of said 11.76 acre tract, North 00 degrees 30 minutes 00 seconds West 532.01 feet to an angle point of said center line of said point also bears South 45 degrees 57 minutes 56 seconds East 5.61 feet from a 5/8 inch iron rod found for the Northwest corner of said 11.76 acre tract,

THENCE 4.00 feet South of and parallel with a North line of said 11.76 acre tract, North 88 degrees 34 minutes 00 seconds East 118.00 feet to an angle point on said center line, said point also bears South 45 degrees 58 minutes 00 seconds East 5.61 feet from a 5/8 inch iron rod set for a North interior corner of said 11.76 acre tract;

**EASEMENT TRACT TEN:
(8426899)**

Being out of the E. R. Hale Survey, A-264, Montgomery County, Texas, and a part of a called 5.0 acre tract conveyed Melba Jean Johnson Hartman recorded under File No. 8111719, Film Code 066-01-0729 Deed Records; being a strip of land 10 ft. wide lying adjacent to the East line of F.

M. 149, and Hardin Store Road; and adjacent to the West line of the Hartman tract; 5.0 ft. on either side of the following described centerline:

Beginning at a point in the centerline of described easement, and South line of the Hartman tract, East, 5.6 ft. from an iron pipe marking the Hartman Southwest corner;

THENCE: N 27°00' W, along the centerline of easement, 302.0 ft. to a point for turn;

THENCE: North, 34.0 ft. to a point in North end of described easement and North line of the Hartman tract, 5.0 ft. East of an axle marking the Southwest corner of the Gumm tract.

**EASEMENT TRACT ELEVEN:
(8426900)**

Being out of the E. R. Hale Survey, A-264, Montgomery County, Texas, and a part of a 2.637 acre tract conveyed James Donald Gum recorded under File No. 8246293, Film Code 162-01-1539, Deed Records: being a strip of land 10 ft. wide along the West line of the Gumm tract, 5.0 ft. on either side of the following described centerline:

Beginning at a point in the centerline of 10 ft. wide strip and South line of the Gumm tract, East, 5.0 ft. from an axle marking the Gumm Southwest corner;

THENCE: N 0°29' W, 189.5 ft. to a point of termination of 10 ft. wide strip.

**EASEMENT TRACT TWELVE:
(2004-067911)**

A 0.0115 acre tract located in Montgomery County, Texas, situated in the Ebenezer R. Hale Survey, Abstract 264, and being part of a 4.0 acre tract of land described in the deed dated July 7, 1987 from Sam P. Evans, Trustee to First Federal Savings and Loan Association of Conroe, recorded under County Clerk's File Number 8731564, Film Code 474-01-0292 of the Montgomery County Official Public Records of Real Property (M.C.O.P.R.R.P.); said tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch galvanized iron pipe found for the southeast corner of said 4.0 acre tract and being an inner corner of a 10.3833 acre tract conveyed to Kyle Reese, Gene Mikeska, and Gerry Allison by deed dated June 6, 1989 and recorded under County Clerk's File Number 8923885, Film Code 599-01-2176 of the M.C.O.P.R.R.P.;

THENCE, S86°37'57"W, along the line common to said 4.0 acre tract and said 10.3833 acre tract, a distance of 580.45 feet to a point in the east right-of-way line of State Highway 249 (width varies) and being the POINT OF BEGINNING;

THENCE, N86°37'57"E, 22.49 feet to a point for the southeast corner of the herein described easement;

THENCE, N30°34'32"W, 30.28 feet to a point for the northeast corner of the herein described easement;

THENCE, S59°25'28"W, 20.00 feet to a point for the northwest corner of the herein described easement;

**EASEMENT TRACT THIRTEEN:
(8423058)**

Centerline of a 10ft. wide utility easement beginning at a point in the North property line of a 1.5796 acre tract, Tract 3 of the Charles A. Gehring acreage out of the E.R.Hale survey A-26 in Montgomery County, Texas, said North line being common with the South ROW line of a street, the extension of Stage Coach Road, the South ROW line of which following a curve of 275ft. radius, center of said curve S-4° 06' -07' "W 275ft, and N-89°-55'-49"-w 3.68ft of the Northeast corner of Tract 3.

Beginning point of easement centerline is 12.60ft. westerly from the Northeast corner and on the North line of said Tract 3.

Thence S-69°-29'-24"-W 176.70ft. to another point in the curved North line of said Tract 3.

A 10 ft. easement 20 ft. from the center of the road, as shown on plat attached to document no. 8423058 of the real property records of Montgomery County, Texas.

**EASEMENT TRACT FOURTEEN:
(2000-071328)**

A non-exclusive easement for a restrictive easement under 30 TAC 309.13(d)(3), wherein the Grantor shall permit no residential structure to be built, transported to or used for residential purposes within the area covered by a distance of one hundred fifty feet (150.0') of the line traversed by the below-described legal and perimeter boundary description as established by Grant of Easement dated August 17, 2000, recorded in/under Clerk's File No. 2000-071328 of the Real Property Records of Montgomery County, Texas; over the following described area:

BEING 0.122 acres of land, more or less, in the I.W. Brashear Survey, A-96, Montgomery County, Texas, being a part of a 34.12 acre tract conveyed to the A.B.C. Land Development Company, recorded in Volume 828, Page 697, Deed Records of Montgomery County, Texas, and more fully described as follows:

Beginning at an iron rod set for corner, being south 0° 13' west at a distance of 307.0 feet and north 89° 47' west at a distance of 119.6 feet, from the northeast corner of the said 34.12 acre tract;

Thence south 77° 0' west for a distance of 103.0 feet to an iron rod set for a corner;

Thence south 0° 13' west for a distance of 53.4 feet to an iron rod set for the southwest corner;

Thence north 77° 0' east for a distance of 103.0 feet to an iron rod set for a corner;

Thence north 0° 13' east for a distance of 53.4 feet to the PLACE OF BEGINNING.

**EASEMENT TRACT FIFTEEN:
(2004-024257 REFILED 2004-031595)**

A non-exclusive easement for water and sewer lines and for ingress and egress related thereto, as established by Water and Sewer Line Easement dated January 29, 2004, recorded in/under Clerk's File No. 2004-024257, re-filed under Clerk's File No. 2004-031 595, of the Real Property Records of Montgomery County, Texas, over the following described area:

Being a 0.468 acre tract of land situated in the Joseph House Survey, Abstract Number 20, and the E. R. Hale Survey, Abstract Number 264, both of Montgomery County, Texas, being out of and part of a called 28.5518 acres as described in deed recorded in Film Code Number 173-10-1582 of the Real Property Records of Montgomery County, Texas; said 0.468 acre being more particularly described as follows with all bearings based on the recorded deed;

BEGINNING at a 1/2 inch iron pipe, found for the lower Northwest corner of the herein described easement, common with the lower Northwest corner of the 28.5518 acres and the Southwest corner of the residual of a called 1.09 acre as described in deed recorded in Film Code Number 014-01-2475, of said Real Property Records, same being in the East Line of Lot 2, of MONTGOMERY COUNTY INDUSTRIAL PARK, Section 2, according to the map or plat thereof recorded in Cabinet C, Sheet 183, of the Map Records of Montgomery County, Texas;

THENCE S 89°47'25" E (Deed - S 89° 16' 17" E), along the lower North line of the herein described easement, common with the lower North line of the 28.5518 acres, and the South line of the residual of the 1.09 acres, a distance of 237.14 feet, to a 1/2 inch iron rod, found for an interior corner of the herein described easement, common with an interior corner of the 28.5518 acres and the Southeast corner of the residual of the 1.09 acres;

THENCE N 00°09'51" E, along the West line of the herein described easement, common with the upper West line of the 28.5518 acres and the East line of the residual of the 1.09 acres, a distance of 11.18 feet, to a point for corner,

THENCE N 89°46'56" E, along an inner North line of the herein described easement, severing the 28.5518 acres, a distance of 8.73 feet, to a point for an interior corner of the herein described easement;

THENCE N 00°24'37" E, along the West line of the herein described easement, a distance of 158.97 feet, to a point for corner of the herein described easement, same being in the Northwest line of the 28.5518 acres, and the Southeast line of the residual of the 1.09 acres;

THENCE N 36°56'41" E (Deed - N 36°41'04" E), along the Northwest line of the 28.5518 acres and the Southeast line of the residual of the 1.09 acres, a distance of 0.63 feet, to a point for the, upper Northwest corner of the herein described easement;

THENCE along the herein described easement the following bearing and distances:

N 86°00'10" E, a distance of 141.12 feet;
N 83°38'16" E, a distance of 94.92 feet;
N 77°47'58" E, a distance of 206.95 feet, to a point for the upper Northeast corner of the herein described easement;
S 18°59'44" E, a distance of 234.37 feet; and
N 89°46'56" E, a distance of 49.17 feet, to a point for the lower Northeast corner of the herein described easement, same being in the East line of the 28.5518 acres, common with the West line of a called 0.3308 acre tract of land as described in deed recorded in Clerks File Number 9454645 of said Real Property Records;

THENCE along the East line of the herein described easement, common with the West line of the 0.3308 acre, along a curve to the right, with a radius of 16,993.73 feet, a central angle of 0°04'24", an arc length of 21.75 feet, with a chord which bears N 23°22'10" W, 21.75 feet, to a point for the Southeast corner of the herein described easement tract;

THENCE along the herein described easement the following bearing and distances:

S 89°46'56" W, a distance of 72.05 feet;
N 18°59'44" W, a distance of 230.93 feet;
S 77°47'58" W, a distance of 190.21 feet;
S 83°38'16" W, a distance of 96.35 feet;
S 86°00'10" W, a distance of 123.39 feet;
S 00°24'37" W, a distance of 162.11 feet; and
N 89°47'25" W, a distance of 265.76 feet, to a point for the Southwest corner of the herein described easement, same being in the West line of the 28.5518 acres and in the East line of Lot 2;

THENCE N 00°00'39" E (Deed -North), along the West line of the herein described easement, common with the West line of 28.5518 acres and the East line of Lot 2, a distance of 10.00 feet, back to the POINT OF BEGINNING and containing 0.468 acre of land.

**EASEMENT TRACT SIXTEEN:
(9649846 & 99028411)**

A Ten (10.0) foot wide Right-of-Way and Utility Installation, Repair and Maintenance Easement in the I. W. Brasher Survey, A-96, Montgomery County, Texas, being more particularly described as follows:

Being a strip of land 10.0 feet wide in the I. W. Brashear Survey, A-96, Montgomery County, Texas, and part of a 107.79 acre tract described in Volume 106, Page 305, and part of a 34.127 acre tract described in Volume 828, Page 697, Deed Records of Montgomery County, Texas;

BEGINNING at a point in the East line of the 107.79 acre tract, being 5.0 feet North of its Southeast corner and 578.16 feet South of the 34.127 acre tract Northeast corner;

THENCE along the centerline of 10.00 foot wide strip, West 325.00 feet to the East line of a 50 foot wide road;

THENCE N 17 deg. 32' W, 316.0 feet and N 79 deg. 23' W, 277.8 feet to a point in the north line of the 34.127 acre tract;

THENCE Continuing along the road East line N 19 deg. 45' W, 148.3 feet and N 45 deg. 55' W, 622.0 feet to a point in South line of .47 acre water well tract.

**EASEMENT TRACT SEVENTEEN:
(8734119) intentionally deleted**

**EASEMENT TRACT EIGHTEEN:
(2014079643)**

A twenty foot access easement, 10 feet wide on either side of the center line of All of the fixtures and equipment being water and wastewater lines, transmission equipment and facilities in that certain 0.942 acre tract situated in the E. R. Hale Survey, Abstract No.284, Montgomery County, Texas, and being out of that certain tract recorded under Montgomery County Clerk's File No.8132823, Official Public Records of Real Property, Montgomery County, Texas, but excluding the portion thereof in the right of way of Decker Prairie Road, said 0.942 acres further described

by metes and bounds as follows;

All that certain tract or parcel of land containing 0.942 acre, more or less, situated in the E. R. Hale Survey, Abstract No. 264, Montgomery County, Texas, and being all of that certain 1.0000 acre tract described in deed to Tomball Congregation of Jehovah's Witnesses, recorded under County Clerk's File No. 8132823, excluding that portion lying within the right-of-way of Decker Prairie Road, said 0.942 acre tract being more particularly described as follows, all bearings being referenced to the said deed:

COMMENCING at a 1 inch iron pipe found in the north line of DECKER PINES SUBDIVISION, for the southeast corner of that certain 1.5796 acre tract described in deed to Magnolia Volunteer Fire Department, recorded under C.C.F. No. 9203736;

THENCE, S 89°38'00" W, a distance of 204.25 feet along the north line of the said DECKER PINES SUBDIVISION and along the south line of the said 1.5796 acre tract to a 5/8 inch iron rod found for the southwest corner of the said 1.5796 acre tract, and being the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 89°36'00" W, a distance of 271.50 feet continuing along the north line of DECKER PINES SUBDIVISION, to a 1 inch iron pipe found for the northwest corner of DECKER PINES SUBDIVISION, and being the southwest corner of this tract, said corner being located in the east right-of-way line of Decker Prairie Road (a 50 foot County Road);

THENCE, N 01°56'50" W, a distance of 114.79 feet along the east line of Decker Prairie Road to a 5/8 inch iron rod found at the intersection with the south right-of-way line of Stagecoach Road (a 50 foot County Road), and being the northwest corner of this tract;

THENCE, in a northeasterly direction with a curve to the left having a radius of 325 feet, a distance of 167.62 feet along the arc of the curve (Chord - N 74°49'30" E, 165.76 feet) and along the south line of Stagecoach Road to a 3/4 inch iron rod found for the point of reverse curve, and being the westerly corner of the said 1.5796 acre tract;

THENCE, continuing in a Northeasterly direction and leaving the said right-of-way, along a curve to the right having a radius of 275 feet, a distance of 121.84 feet along the arc of the curve (Chord - N 72°44'35" E, 120.85 feet) and along the westerly south line of the said 1.5796 acre tract to a 5/8 inch iron rod found for the northeast corner of this tract, and being an interior corner of the said 1.5796 acre tract;

THENCE, South, a distance of 192.08 feet along the west line of the said 1.5796 acre tract to the POINT OF BEGINNING and containing 0.942 acre of land.

**EASEMENT TRACT NINETEEN:
(2014107596)**

A non-exclusive easement for a restrictive easement under 30 TAC 309.13(d)(3), wherein the Grantor shall permit no residential structure to be built, transported to or used for residential purposes within the area covered by a distance of two hundred fifty feet (250.0') of the line traversed by the below-described legal and perimeter boundary description as established by Grant of Easement dated August 17, 2000, recorded in/under Clerk's File No. 2014107596 of the Real Property Records of Montgomery County, Texas; over the following described area:

0.123 acres of land in the I.W. Brashear Survey, A-96, Montgomery County, Texas, being a part of a 34.12 acre tract conveyed to the A.B.C. Land Development Company, recorded on Volume 828, Page 697, Deed Records of Montgomery County, Texas, also a part of a certain tract conveyed to A.R. Coe, recorded in Volume 106, Page 305, Deed Records of Montgomery County, Texas, and more fully described as follows:

Beginning at an iron rod set corner, being south 0 degrees 13' west at a distance of 204.0 feet and north 89 degrees 47' west at a distance of 120.0 feet, from the northeast corner of the said acre tract;

Thence south 77 degrees 0' west for a distance of 53.4 feet to an iron rod set for a corner;

Thence south 0 degrees 13' west for a distance of 103.0 feet to an iron rod set for the southwest corner, being in the north line of a 0.122 acres tract more fully described in the deed recorded under Film Code No. 200-00-2385, Real Property Records of Montgomery County, Texas;

Then north 77 degrees 0' east for a distance of 53.4 feet along the north line of said 0.122 acre tract to an iron rod set for a corner, being the northeast corner of said 0.122 acres tract;

Thence north 0 degrees 13' east for a distance of 103.0 feet to the PLACE OF BEGINNING (the "Property").

FEE TRACT ONE:

A twenty foot (20.0') by twenty five foot (25.0') tract in Reserve "A", Concord Estates Replat Number 2, a Subdivision in Montgomery County Texas, according to the plat recorded in Cabinet S, Sheet 76 of the Map Records of Montgomery County, Texas, more particularly described as follows:

BEGINNING at the southeast corner of Detention Pond Area Reserve "A", as set forth on Replat No.2 dated February 28, 2002 of Concord Estates, a subdivision in Montgomery County, Texas, recorded on March 27, 2002 under File No.2002-061936, in Cabinet S, Sheet 76 of the map records of Montgomery County, Texas ("Replat No.2"), such point also being the northeast corner of Lot No.32 of the Subdivision, as shown on Replat No.2;

THENCE North 0°15'0" East, for a distance of twenty feet (20.0');

THENCE North 89°45'0" West, for a distance of twenty five feet (25.0');

THENCE South 0°15'0" West, for a distance of twenty feet (20.0');

THENCE South 89°45'0" East, for a distance of twenty five feet (25.0') to the point of beginning, enclosing a tract of Five Hundred square feet out of the southeast corner of the said Detention Pond Area Reserve "A" (the "Property").

FEE TRACT TWO:

Intentionally deleted.

FEE TRACT THREE:

(2014107594) & (2014118788)

Being a 0.030 acre tract of land situated in the I.W. Brashear Survey, Abstract Number 96, and being out of and a part of a called 52.07 acres as described in deed recorded in Clerk's File Number 2013043956 of the Real Property Records of Montgomery County, Texas and out of and a part of a called 12.79 acres as described in deed recorded in Clerk's File number 2006018887 of said Real Property Records; said 0.030 acre being more particularly described as follows with all bearings based on the Southwest line of the 52.057 acres per the recorded deed;

COMMENCING at a 1/2 inch iron rod, found for an interior corner of the 52.057 acres and an interior corner of the 12.7924 acres, and proceeding;

THENCE S 25°53' 14"E, severing the 52.057 acres, a distance. of 120.67 feet, to a point for the upper Northwest corner of the herein describe tract and being the POINT OF BEGINNING;

THENCE around the herein described tract, severing the 52.057 acres and the 12.7924 acres, the following bearings and distances:

N 75°36'38"E, a distance of 50.05 feet, to a point;

S 16°56'11"E, a distance of 19.13 feet to a point;

S 73°05'31"W, a distance of 44.28 feet, to a point;

S 69°51'14"W, a distance of 23.47 feet, to a point;

N 20°47'41"W, a distance of 16.87 feet, to a point;

N 72°40'07"E, a distance of 18.91 feet; to a point;

N 17°37'24"W, a distance of 6.68 feet back to the POINT OF BEGINNING and containing

0.030 acre of land as computed based on the survey and plat prepared by C & C Surveying, Inc., dated July 30, 2014.

Thank you for contacting Texas American Title Company (hereinafter "Agent"). This is to give you notice that Agent has a business relationship with Title Resources Guaranty Company, which is a title insurance underwriting company, True Line Technologies LLC, which is a land survey coordination company and Processing Solutions LLC which is a tax certificate provider. The owner of Agent is also the owner of both Title Resources Guaranty Company and Processing Solutions LLC and is the fifty-one percent owner of True Line Technologies LLC. Because of this relationship, this referral of business to the companies below may provide Agent a financial or other benefit. Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the companies below in connection with the provision of services. THERE ARE FREQUENTLY OTHER COMPANIES AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND

TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	DESCRIPTION OF CHARGES	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER
Title Resources Guaranty Company ("TRGC")	Title insurance premium	Title Insurance premium between \$8.75 and \$6.34 per thousand dollars of policy coverage* *This range of charges covers, as an example, policies from \$100,000 to \$400,000, however the cost to you will differ depending on the policy amount.
Processing Solutions, Inc	Provision of Tax certificate	\$65-\$100 per certificate
True Line Technologies, LLC	Placement of order, obtain and deliver survey	The cost of a survey can vary widely according to the usage of the property, property type and location. As an example, a basic residential property starts at approximately \$375.00 and increases with complexity. In order to obtain an estimate for your specific property, please contact True Line Technologies, LLC directly at 866-772-8813.

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE

I/we have read this disclosure form and understand that Agent is referring me/us to use the above-described companies and may receive a financial or other benefit as the result of this referral.

Date

Quadvest, L.P., a Texas Limited Partnership
By: Quadvest Management, L.L.C. a Texas
limited liability company, its General Partner



Simon Sequelra, President

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BILL OF SALE

December 15, 2014

Seller: HMW SPECIAL UTILITY DISTRICT OF
 HARRIS AND MONTGOMERY COUNTIES

Seller's Mailing Address:

HMW Special Utility District of
Harris and Montgomery Counties
P.O. Box 837
Pinehurst, Texas 77362

Buyer: QUADVEST, L.P.

Buyer's Mailing Address:

QUADVEST, L.P.
26926 FM 2978
Magnolia, Texas 77354

Consideration:

Ten Dollars (\$10.00) and other valuable consideration as set forth in the Agreement for Sale and Purchase of Wastewater System Assets dated February 28, 2012, as subsequently amended on May 29, 2012, and December 15, 2014 (the "Agreement").

Transferred Properties:

All of the Wastewater Assets, as defined in the Agreement, to the extent legally transferrable by this Bill of Sale ("Transferred Properties").

Seller, for the Consideration set forth, sells, transfers, and delivers the Transferred

Properties to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's successors and assigns forever. Seller binds Seller and Seller's and successors and assigns to warrant and forever defend all and singular the Transferred Properties to Buyer and Buyer's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

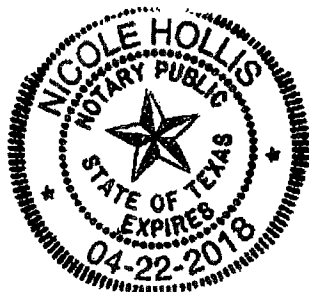
EXECUTED this 15 day of December, 2014.

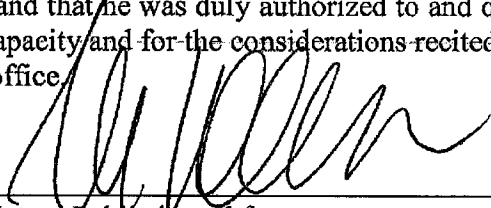
HMW Special Utility District of
Harris and Montgomery Counties

By: 
Mark Pinter, President

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

On the 15 day of December, 2014, Mark Pinter did appear before the undersigned notary public, and did, under oath, state that he was the President of HMW Special Utility District of Harris and Montgomery Counties, and that he was duly authorized to and did execute the foregoing Bill of Sale Agreement in that capacity and for the considerations recited herein, in witness of which I place my hand and seal of office.




Notary Public in and for
the State of Texas

STATE OF TEXAS

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COUNTY OF MONTGOMERY

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**SECOND AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE
OF WASTEWATER SYSTEM ASSETS**

This Second Amendment to Agreement for Sale and Purchase of Wastewater System Assets (the "Amendment") is made and entered into as of the 15 day of ~~December~~, 2014 (the "Effective Date"), by and between QUADVEST, L.P., a Texas limited partnership ("QUADVEST"), and HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, a Texas water district and political subdivision ("HMW") (collectively, the "Parties"). For and in consideration of the performance, mutual promises and other valuable consideration exchanged by the parties hereto as set forth herein, in the Agreement for Sale and Purchase of Wastewater System Assets dated February 28, 2012 (the "Agreement"), and in the First Amendment to Agreement for Sale and Purchase of Wastewater System Assets dated May 29, 2012 (the "First Amendment"), the Parties hereby further amend the Agreement, as follows:

I. Terms of Amendment

a) Notwithstanding anything in Agreement Paragraph II ("Sale of Wastewater Assets") to the contrary, the Parties agree that HMW shall sell, assign, transfer, grant and convey to Quadvest the wastewater lift station located at 26726 Decker Prairie-Rosehill Road (the "DPR Lift Station"), identified in Purchase Agreement Exhibit B paragraph 5, as part of the Wastewater Assets if Quadvest provides written notice to HMW of Quadvest's election to acquire the DPR Lift Station within twenty-four (24) months after the Closing Date (as that term is defined in the Purchase Agreement). The transfer shall be made according to the general terms of transfer of the Wastewater Assets pursuant to the Purchase Agreement, and Quadvest shall provide no additional compensation to HMW for the DPR Lift Station if it elects to acquire the DPR Lift Station pursuant to this provision.

b) Paragraph II.c of the Agreement is hereby amended to read as follows:

c. Property. All land and interests therein, including without limitation any real property locations of property previously conveyed in fee to HMW, easements (including all easements or other property rights necessary to satisfy the requirements of 30 TAC § 309.13), and rights-of-way, owned or held by HMW for access to or the installation, operation, repair or maintenance of or other use of the Facilities and Fixtures, but not other purposes, including, but not limited

to, the easements and non-fee property interests more particularly described in Exhibit "D" attached hereto and incorporated herein for all purposes, together with all and singular the rights, privileges, and appurtenances pertaining to said land and interests therein, including any transferable right, title, or interest of HMW in and to adjacent streets, alleys, or rights-of-way, together with any improvements, fixtures, and personal property of HMW situated on and attached to said land and interests therein (collectively referred to herein as the "Property"). Notwithstanding anything in this paragraph to the contrary, Property shall not include any fee ownership in land not owned in fee by HMW at the time of Closing.

c) Exhibit A, Paragraph 1. of the Agreement is hereby amended by deleting the language '*west side of Missouri-Pacific Street*' and substituting therefor '*east side of Baltimore Ohio Street*', in order to correct the location of the referenced lift station.

d) The Parties acknowledge that the Paragraph VII.a.ii Owner's Title Policy delivered to Quadvest at Closing will not contain the following tracts:

(i) Easement Tract 17, described under Montgomery County Clerk's File No. 8734119; and

(ii) That certain 10 foot easement identified in Montgomery County Clerk's File No. 2014107595 ("Access Easement" Free to HMW).

e) At the time of and as part of the closing, or thereafter as the parties shall agree, Quadvest shall reimburse to HMW the lesser of (i) \$2,750 or (ii) one-half of the amount HMW has paid to Fusan Yeh or Hui Ya Yeh (the "Yehs") for the cost of the property survey conducted as a prerequisite to the granting of the warranty deed of 0.007 acres from the Yehs to HMW.

f) Paragraph VII.a.ii is hereby amended to read as follows:

At Quadvest's election, an owner's policy of title insurance ("Owner's Title Policy") in the amount determined by QUADVEST insuring that HMW is owner of the Property, subject only to any Permitted Exceptions, and the standard printed exceptions, including in a Texas Standard Form Owner Policy of Title Insurance. Should QUADVEST exercise this election, QUADVEST shall bear the cost of the title insurance premium;

II. Continuation in Effect of All Other Provisions

Except as amended hereby, all other provisions of the Agreement and First Amendment shall continue in full force and effect.

**HMW Special Utility District
of Harris and Montgomery Counties**

By: 
Mark Pinter, President

QUADVEST, L. P.

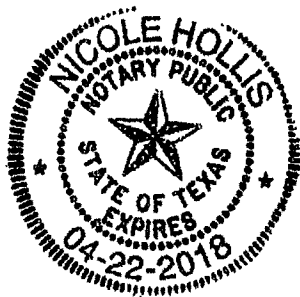
By: 
Simon Sequeira, President

STATE OF TEXAS

COUNTY OF MONTGOMERY

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On the 15 day of December, 2014, Mark Pinter did appear before the undersigned notary public, and did, under oath, state that he was the President of HMW Special Utility District of Harris and Montgomery Counties, and that he was duly authorized to and did execute the foregoing Agreement in that capacity and for the considerations recited herein, in witness of which I place my hand and seal of office.



Notary Public in and for
The State of Texas

STATE OF TEXAS

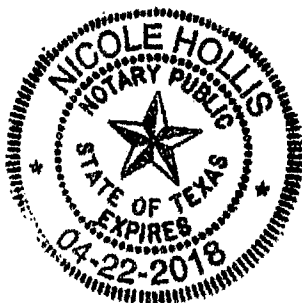
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COUNTY OF MONTGOMERY

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On the 15 day of December, 2014, Simon Sequeira of QUADVEST, L. P. did appear before the undersigned notary public, and did, under oath, state that he was duly authorized Manager and did execute the foregoing Agreement in that capacity and for the consideration recited herein, in witness of which I place my hand and seal of office.



Notary Public in and for
The State of Texas

Promissory Note

Date: December 15, 2014

Borrower: QUADVEST, L.P., a Texas limited partnership, ("QUADVEST").

Borrower's Mailing Address:

QUADVEST, L.P.
26926 F. M. 2978
Magnolia, Texas 77354
Montgomery County, Texas

Lender: HMW SPECIAL UTILITY DISTRICT, a Texas water district and political subdivision ("HMW").

Place for Payment: 26718 Decker Prairie-Rosehill Road, Magnolia, Montgomery County, Texas 77362, or any other place that Lender may designate in writing.

Principal Amount: \$130,320.00

Annual Interest Rate: Zero Percent (0%)

Maturity Date: December 15, 2016

Annual Interest Rate on Matured, Unpaid Amounts: Fifteen Percent (15%)

Terms of Payment: The Principal Amount and interest are due and payable in equal monthly installments of FIVE THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$5,430.00), on the fifteenth day of each month, beginning January 15, 2015 and continuing until the expiration of twenty four (24) months from the date of the first payment of this note, when the entire amount of principal and accrued, unpaid interest will be payable in full. Payments will be applied first to accrued interest and the remainder to reduction of the Principal Amount.

Security for Payment: None.

Borrower promises to pay to the order of Lender the Principal Amount at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. If any amount is not paid either when due under the Terms of Payment or on acceleration of maturity, Borrower promises to pay any unpaid amounts plus interest from the date the payment was due to the date of payment at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the payment of this note or in the performance of any obligation

in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Notwithstanding any other provision of this note, in the event of a default, before exercising any of Lender's remedies under this note, Lender will first give Borrower written notice of default and Borrower will have ten days after notice is given in which to cure the default. If the default is not cured ten days after notice, Borrower and each surety, endorser, and guarantor 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.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Prepayment: Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

Application of Prepayment: Prepayments will be applied to installments on the last maturing principal, and any interest on that prepaid principal will immediately cease to accrue.

Interest on the debt evidenced by this note will not exceed the maximum rate or 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 Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

When the context requires, singular nouns and pronouns include the plural.

A default exists under this note if (1) Borrower or fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower; (2) any warranty, covenant, or representation in this note or in any other written agreement between Lender and Borrower is materially false when made; (3) a receiver is appointed for Borrower; (4) a bankruptcy or insolvency proceeding is commenced by Borrower; (5) (a) a bankruptcy or insolvency proceeding is commenced against Borrower, and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; and (6) The Borrower is dissolved, begins to wind up its affairs, is authorized to dissolve or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the

dissolution or winding up of the affairs of Borrower.

The execution and delivery of this note are required under a loan agreement of the same date as the note.

If any provision of this note conflicts with any provision of a loan agreement, deed of trust, or security agreement of the same transaction between Lender and Borrower, the provisions of the note will govern to the extent of the conflict.

This note will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction.

Quadvest, L.P., a Texas limited partnership

Quadvest Management, L.L.C., a Texas limited liability company, its General Partner

By: 

Simon Sequeira, Manager

HMW Special Utility District
of Harris and Montgomery Counties

By: 

Mark Pinter, President

STATE OF TEXAS

COUNTY OF MONTGOMERY

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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.

WARRANTY DEED

HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, a Texas water district and political subdivision under Chapters 49 and 65, Texas Water Code (herein the "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, has sold, granted and conveyed and, by these presents, does hereby sell, grant and convey unto QUADVEST, L.P., a Texas limited partnership (herein "Grantee"), the below described real property, fixtures and improvements:

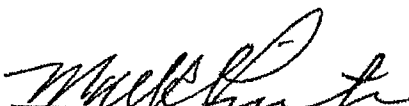
1. All of the Grantor's wastewater system lines, facilities and equipment located on or under the express easements conveyed by Assignor to the Assignee on the date hereof;
2. All of the Grantor's wastewater system lines, facilities and equipment located on or under the public rights of way permitted for the Assignor's use under Section 49.220, Texas Water Code; and
3. All of the Grantor's other wastewater system line, facilities and equipment regardless of their location (the "Property").

This conveyance is further made and accepted subject to all restrictions, mineral reservations, covenants, conditions, and easements, if any, of record at this time.

Grantor, for the consideration set forth, and subject only to the foregoing reservations to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold to the Grantee, its successors and assigns forever, and Grantor hereby binds itself, its successors and

assigns, and to warrant and forever defend its title against every person whomsoever lawfully claiming or to claim any part thereof.

**HMW SPECIAL UTILITY DISTRICT OF
HARRIS AND MONTGOMERY COUNTIES**

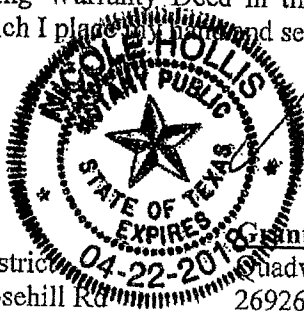

Mark Pinter, President

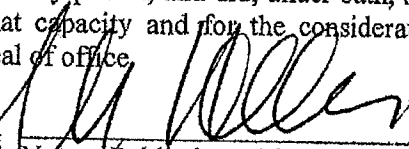
STATE OF TEXAS

COUNTY OF MONTGOMERY

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On the 15 day of December, 2014, MARK PINTER, President of the Board of Directors of HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, did appear before the undersigned notary public, and did, under oath, state that he did execute the foregoing Warranty Deed in that capacity and for the consideration recited herein, in witness of which I place my hand and seal of office.




Notary Public in and for
The State of Texas

Grantor:

HMW Special Utility District
26726 Decker Prairie-Rosehill Rd
Magnolia, Texas 77355

Grantee:

Quadvest, L.P.
26926 FM 2978
Magnolia, Texas 77354

After recording, please return to:

Peter Gregg
Attorney at Law
Fritz, Byrne, Head & Harrison, PLLC
98 San Jacinto Blvd, Suite 2000
Austin, TX 78701

STATE OF TEXAS

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COUNTY OF MONTGOMERY

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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.

WARRANTY DEED

HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, a Texas water district and political subdivision under Chapters 49 and 65, Texas Water Code (herein the "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, has sold, granted and conveyed and, by these presents, does hereby sell, grant and convey unto QUADVEST, L.P., a Texas limited partnership (herein "Grantee"), the below described real property, fixtures and improvements:

A twenty foot (20.0') by twenty five foot (25.0') tract in Reserve "A", Concord Estates Replat Number 2, a Subdivision in Montgomery County Texas, according to the plat recorded in Cabinet S, Sheet 76 of the Map Records of Montgomery County, Texas, more particularly described as follows:

BEGINNING at the southeast corner of Denton Pond Area Reserve "A", as set forth on Replat No. 2 dated February 28, 2002 of Concord Estates, a subdivision in Montgomery County, Texas, recorded on March 27, 2002, under File No. 2002-061936, in Cabinet S, Sheet 76 of the map records of Montgomery County, Texas ("Replat No. 2"), such point also being the northeast corner of Lot No. 32 of the subdivision, as shown on Replat No. 2;

THENCE North 0 degrees 15' 0" East, for a distance of twenty feet (20.0');

THENCE North 89 degrees 45' 0" West, for a distance of twenty five feet (25.0');

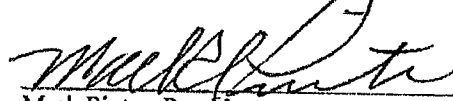
THENCE South 0 degrees 15' 0" West, for a distance of twenty five feet (20.0');

THENCE South 89 degrees 45' 0" East, for a distance of twenty five feet (25.0') to the point of beginning, enclosing a tract of Five Hundred square feet (500.0') out of the southeast corner of the said Detention Pond Area Reserve "A" (the "Property").

This conveyance is further made and accepted subject to all restrictions, mineral reservations, covenants, conditions, and easements, if any, of record at this time.

Grantor, for the consideration set forth, and subject only to the foregoing reservations to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold to the Grantee, its successors and assigns forever, and Grantor hereby binds itself, its successors and assigns, and to warrant and forever defend its title against every person whomsoever lawfully claiming or to claim any part thereof.

**HMW SPECIAL UTILITY DISTRICT OF HARRIS
AND MONTGOMERY COUNTIES**

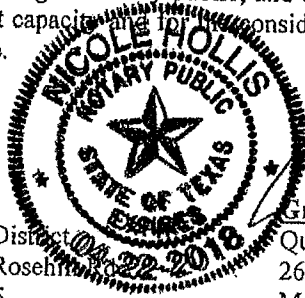

Mark Pinter, President

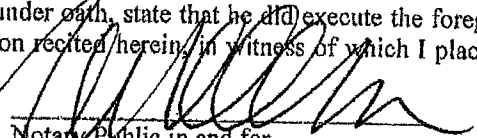
STATE OF TEXAS

COUNTY OF MONTGOMERY

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On the 15 day of December, 2014, **MARK PINTER**, President of the Board of Directors of **HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES**, did appear before the undersigned notary public, and did, under oath, state that he did execute the foregoing Warranty Deed in that capacity and for the consideration recited herein, in witness of which I place my hand and seal of office.




Notary Public in and for
The State of Texas

Grantor:

HMW Special Utility District
26726 Decker Prairie-Rosehill Rd
Magnolia, Texas 77355

Grantee:

Quadvest, L.P.
26926 FM 2978
Magnolia, Texas 77354 .

After recording, please return to:

Peter Gregg
Attorney at Law
Fritz, Byrne, Head & Harrison, PLLC
98 San Jacinto Blvd, Suite 2000
Austin, TX 78701

STATE OF TEXAS

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COUNTY OF MONTGOMERY

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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.

WARRANTY DEED

HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, a Texas water district and political subdivision under Chapters 49 and 65, Texas Water Code (herein the "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, has sold, granted and conveyed and, by these presents, does hereby sell, grant and convey unto QUADVEST, L.P., a Texas limited partnership (herein "Grantee"), the below described real property, fixtures and improvements:

Being 0.007 acres out of Tract 4A of the Isaac W. Brashear Survey, Abstract No. A96, in Montgomery County, Texas, being further described by metes and bounds on Exhibit A hereto (the "Property").

This conveyance is further made and accepted subject to all restrictions, mineral reservations, covenants, conditions, and easements, if any, of record at this time.

Grantor, for the consideration set forth, and subject only to the foregoing reservations to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold to the Grantee, its successors and assigns forever, and Grantor hereby binds itself, its successors and assigns, and to warrant and forever defend its title against every person whomsoever lawfully claiming or to claim any part thereof.

Warranty Deed LS1; 0.007 acres

HMW SPECIAL UTILITY DISTRICT OF
HARRIS AND MONTGOMERY COUNTIES



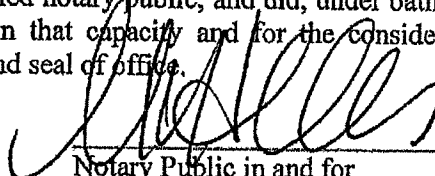
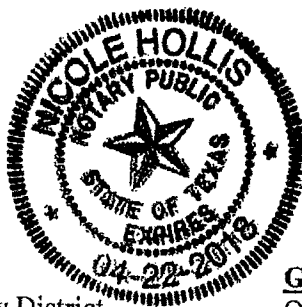
Mark Pinter, President

STATE OF TEXAS

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COUNTY OF MONTGOMERY

On the 15 day of December, 2014, MARK PINTER, President of the Board of Directors of HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, did appear before the undersigned notary public, and did, under oath, state that he did execute the foregoing Warranty Deed in that capacity and for the consideration recited herein, in witness of which I place my hand and seal of office.



Notary Public in and for
The State of Texas

Grantor:

HMW Special Utility District
26726 Decker Prairie-Rosehill Rd
Magnolia, Texas 77355

Grantee:

Quadvest, L.P.
26926 FM 2978
Magnolia, Texas 77354

After recording, please return to:

Peter Gregg
Attorney at Law
Fritz, Byrne, Head & Harrison, PLLC
98 San Jacinto Blvd, Suite 2000
Austin, TX 78701

C & C Surveying, Inc.

7424 F.M. 1488, Suite A

Magnolia, Texas 77354

Office: 281-259-4377 Metro: 281-356-5172 Metro Fax: 281-356-1935

Metes and Bounds

0.007 Acre

I. W. Brashear Survey, Abstract Number 96

Montgomery County, Texas

Being a 0.007 acre tract of land situated in the I. W. Brashear Survey, Abstract Number 96, and being out of and part of a called 12.7924 acres as described in deed recorded in Clerk's File Number 2006018887 of said Real Property Records; said 0.007 acre being more particularly described as follows with all bearings based on the Southwest line of a called 52.057 acres per the deed recorded in Clerk's File Number 2013043956 of the Real Property Records of Montgomery County, Texas;

COMMENCING at the Southeast corner of the 12.7924 acres, same being in an interior West line of the 52.057 acres, and proceeding;

THENCE along the East line of the 12.7924 acres and an interior West line of the 52.057 acres, the following courses:

N 02°41'13"E, a distance of 150.75 feet;

N 07°18'31"W, a distance of 173.14 feet;

N 17°39'03"W, a distance of 59.42 feet;

N 71°07'36"E, a distance of 19.93 feet; and

N 17°37'24"W, a distance of 50.62 feet, to a 1/2 inch iron rod, found for the more Easterly Northeast corner and POINT OF BEGINNING of the herein described tract, common with a corner of the 12.7924 acres and an interior corner of the 52.057 acres;

THENCE S 17°37'24"E, a distance of 14.83 feet, along the East line of the herein described tract, common with the East line of the 12.7924 acres and an interior West line of the 52.057 acres, to a point for the Southeast corner of the herein described tract;

THENCE S 69°51'14"W, a distance of 20.63 feet, along the South line of the herein described tract, severing the 12.7924 acres, to a point for the Southwest corner of the herein described tract;

THENCE N 20°47'41"W, a distance of 16.87 feet, along the West line of the herein described tract, continuing to sever the 12.7924 acres, to a point for the Northwest corner of the herein described tract;

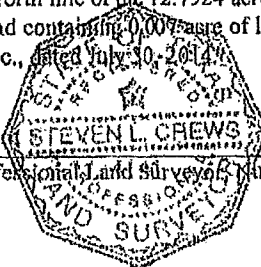
THENCE N 72°40'07"E, a distance of 1.52 feet, along the more Westerly North line of the herein described tract, continuing to sever the 12.7924 acres, to a point for the more Westerly Northeast corner of the herein described tract, same being in the East line of the 12.7924 acres and in an interior West line of the 52.057 acres;

THENCE S 17°35'59"E, a distance of 1.00 feet, along the interior East line of the herein described tract, common with the East line of the 12.7924 acres and an interior West line of the 52.057 acres, to a 1/2 inch iron rod, found for an interior corner of the herein described tract, common with an interior corner of the 12.7924 acres and a corner of the 52.057 acres;

THENCE N 72°40'07"E, a distance of 20.03 feet, along the more Easterly North line of the herein described tract, common with a North line of the 12.7924 acres and a South line of the 52.057 acres, back to the POINT OF BEGINNING and containing 0.007 acre of land as computed based on the survey and plat prepared by C & C Surveying, Inc., dated July 30, 2014.

Steven L. Crews

Steven L. Crews, Registered Professional Land Surveyor, Number 4141
14-0394 07/30/14



L. NE	BEARING	DISTANCE
L 1	S 17° 37' 24" E	14.83'
L 2	S 69° 51' 14" W	20.63'
L 3	N 20° 47' 41" W	16.87'
L 4	N 72° 40' 07" E	1.52'
L 5	S 17° 35' 59" E	1.00'
L 6	N 72° 40' 07" E	20.03'
L 7	N 02° 41' 13" E	150.75'
L 8	N 07° 18' 31" W	173.14'
L 9	N 17° 39' 03" W	59.42'
L 10	N 71° 07' 36" E	19.93'
L 11	N 17° 37' 24" W	35.79'

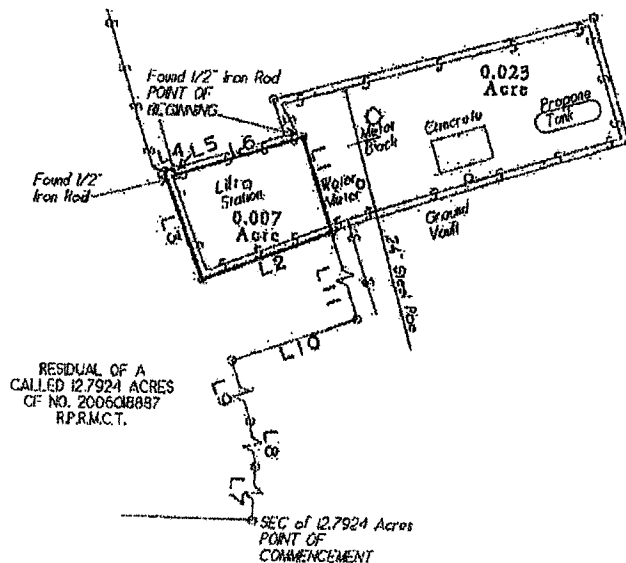
This property has within 704' X in SCALE 1:1
from PLAT Map Found Number 48,197,504m
dated December 19, 1995

THIS MEANS THAT THE SURVEY PROPERTY
SCALES OUTSIDE THE 100 YEAR FLOOD
PLAIN

This determination is made strictly according
to the FEMA Maps and does not reflect
actual on ground flood conditions. Furthermore,
the company takes no responsibility for such


Notes:
1. Units of bearings: the Southwest line at
the 52.057 acres per the recorded deed
2. Easements and building lines as shown are per
the recorded plat.
3. Survey performed without the benefit of a
title report and may be subject to encumbrances
and/or restrictions not shown.

-5-6- CHAIN LINK FENCE



RESIDUAL OF A
CALLED 52.057 ACRES
OF NO. 2013043956
R.P.R.M.C.T.

Being a 0.007 acre tract of land situated in the I. W. Brashear Survey,
Abstract Number 96, of Montgomery County, Texas, and being out of
and part of a called 12.7924 acres as described in deed recorded in
Clerk's File Number 2006018887 of said Real Property Records; said
0.007 acre being more particularly described by metes and bounds
attached.

Date: July 30, 2014	GF No. n/n		Certified To: Cobb, Fendley & Associates, Inc. Client: Cobb, Fendley & Associates, Inc.
Job No. 14-0394	Scale: 1" = 20'		I HEREBY CERTIFY THIS SURVEY WAS MADE ON THE GROUND, AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SURVEYOR IS A MEMBER OF THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS AND SPECIFICATIONS FOR A CATEGORY III, CONDITION III SURVEY, AND THAT THERE ARE NO ENCUMBRANCES EXCEPT AS SHOWN.
Address:	Demo Dr. SS		
City, State: Magnolia, Texas	Ref: 0		
C & C Surveying, Inc. 1424 P.M. 1488, Suite A, Magnolia, Texas 77554 Office: 281-259-4377 Mobile: 281-356-3172 Fax: 281-356-1935 Email: onesurveyatime@sbcglobal.net		Steven L. Cross RPLS # 4141	

STATE OF TEXAS

COUNTY OF MONTGOMERY

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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.

WARRANTY DEED

HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, a Texas water district and political subdivision under Chapters 49 and 65, Texas Water Code (herein the "Grantors"), for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, has sold, granted and conveyed and, by these presents, does hereby sell, grant and convey unto QUADVEST, L.P., a Texas limited partnership (herein "Grantee"), the below described real property:

Being approximately 0.03 acres out of Tract 4A of the Isaac W. Brashear Survey, Abstract No. A96, in Montgomery County, Texas, being further described by metes and bounds on Exhibit A hereto (the "Property").

This conveyance is further made and accepted subject to all restrictions, mineral reservations, covenants, conditions, and easements, if any, of record at this time.

Grantors, for the consideration set forth, and subject to the foregoing reservations to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold to the Grantee, its successors and assigns forever, and Grantors hereby binds itself, its successors and assigns, to warrant and forever defend its title against every person whomsoever lawfully claiming or to claim any part thereof.

Warranty Deed LS1; 0.03 acres

HMW SPECIAL UTILITY DISTRICT OF HARRIS
AND MONTGOMERY COUNTIES

By: 

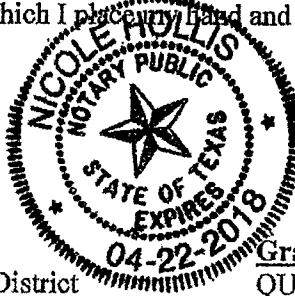
Mark Pinter, President

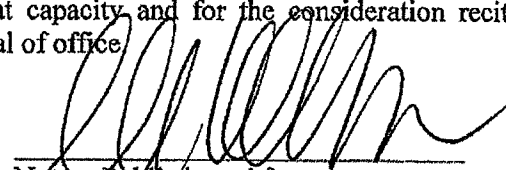
STATE OF TEXAS

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COUNTY OF MONTGOMERY

On the 15 day of December, 2014, MARK PINTER, President of the Board of Directors of HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES did appear before the undersigned notary public, and did, under oath, state that he did execute the foregoing Warranty Deed in that capacity and for the consideration recited herein, in witness of which I place my hand and seal of office.




Notary Public in and for
The State of Texas

Grantor:

HMW Special Utility District
26726 Decker Prairie Rosehill Rd
Magnolia, Texas 77355

Grantee:

QUADVEST, L.P.
26926 FM 2978
Magnolia, Texas 77354

After recording, please return to:

Patrick F. Timmons, Jr.
Attorney at Law
8556 Katy Freeway, Suite 120
Houston, Texas 77024-1806

Warranty Deed LS1; 0.03 acres

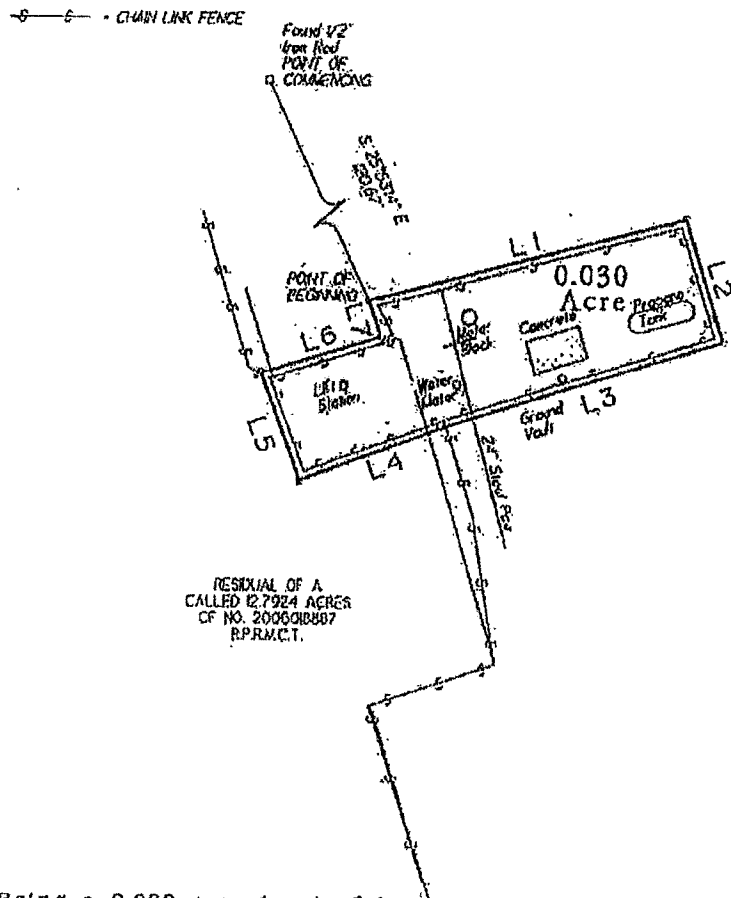
LINE	BEARING	DISTANCE
L 1	N 75° 36' 38" E	50.05'
L 2	S 16° 56' 11" E	19.13'
L 3	S 73° 05' 31" W	44.28'
L 4	S 69° 51' 14" W	23.47'
L 5	N 20° 47' 41" W	16.87'
L 6	N 72° 40' 07" E	18.91'
L 7	N 17° 32' 24" W	5.68'

This property has been 200% & is SCALED from FEMA Map Panel Number 42329CE60, dated December 19, 1975.

THIS BEING THAT THE SUBJECT PROPERTY SCALES EXACTLY THE AND YEAR FLOOD PLAIN.

This determination is made solely according to the FEMA Map and does not reflect actual on ground flood conditions. Furthermore, the surveyor takes no responsibility for such.

Notes:
1. Down of bearings, the Southeast line of the 52,057 acres per the recorded deed.
2. Easements and bedding lines as shown are per the recorded plat.
3. Survey performed without the benefit of a title report and may be subject to easements neither restrictions not shown.



RESIDUAL OF A CALLED 52,057 ACRES OF NO. 2013049956 R.P.R.M.C.T.

RESIDUAL OF A CALLED 12.7924 ACRES OF NO. 2006018887 R.P.R.M.C.T.

Being a 0.030 acre tract of land situated in the I. W. Brashear Survey, Abstract Number 96, of Montgomery County, Texas, and being out of and part of a called 52,057 acres as described in deed recorded in Clerk's File Number 2013049956 of said Real Property Records of Montgomery County, Texas and out of and part of a called 12.7924 acres as described in deed recorded in Clerk's File Number 2006018887 of said Real Property Records; said 0.030 acre being more particularly described by metes and bounds attached.

Date: July 28, 2014	GP No: n/a		Certified To: Cobb, Finley & Associates, Inc. Client: Cobb, Finley & Associates, Inc.
Job No: 14-0394	Scale: 1" = 20'		I HEREBY CERTIFY THIS SURVEY WAS MADE ON THE 28th DAY OF JULY 2014 AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE FACTS AND THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SURVEYOR, IN THE PERFORMANCE OF HIS DUTY, HAS COMPLIED WITH THE REQUIREMENTS OF THE TEXAS SURVEYING ACT AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, AND THAT HE IS A LICENSED SURVEYOR IN THE STATE OF TEXAS.
Address: City, State: Magnolia, Texas	20: 11/20/14 Rev: 0		

C & C Surveying, Inc.
 7424 F.M. 1488, Suite A, Magnolia, Texas 77354
 Office: 281-259-4377 Metro: 281-356-5172
 Fax: 281-356-1935
 Email: onesurveyatelltime@icbglobal.net

Steven L. Grews RPLS # 4141