

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

0.030 Acre

J. W. Brashear Survey, Abstract Number 96

Montgomery County, Texas

Being a 0.030 acre tract of land situated in the J. W. Brashear Survey, Abstract Number 96, and being out of and part of a called 52.057 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 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 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 described 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.


Steven L. Crews, Registered Professional Land Surveyor

14-0304

07/30/14



STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

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 (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 (the "Grantee"), the below described real property and improvements incorporated therein:

All of the fixtures and equipment composing wastewater lines, related wastewater 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, as further described by metes and bounds on Exhibit "A" hereto, and also known as 32212 Decker Prairie Road, Magnolia, Texas 77355.

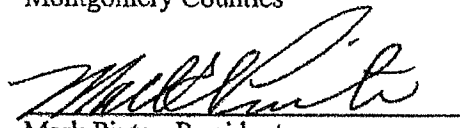
This conveyance is further made and accepted subject to all restrictions, mineral reservations, covenants, conditions, and easements, if any, of record at this time.

Grantor, for the consideration set forth, and subject to the foregoing reservations to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all

Warranty Deed 2; TATCO 2

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

HMW Special Utility District of Harris and
Montgomery Counties

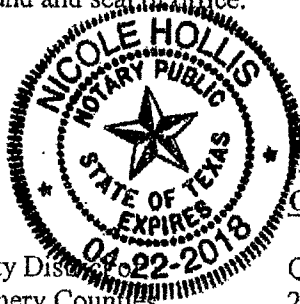

Mark Pinter, President

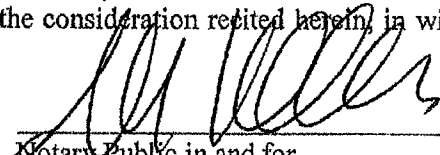
STATE OF TEXAS

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COUNTY OF MONTGOMERY

On the 15 day of December, 2014, Mark Pinter did appear before the undersigned notary public, and did, under oath, state that he was duly authorized to and did execute the foregoing Warranty Deed in the 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
Harris and Montgomery Counties
26726 Decker Prairie Road
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

EXHIBIT "A"

FIELD NOTE DESCRIPTION
0.942 Acre of Land

All that certain tract or parcel of land containing 0.942 acre, situated in the E. R. Hale Survey, Abstract No. 284, 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. 8825016;

THENCE, S 89°36'00" 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;

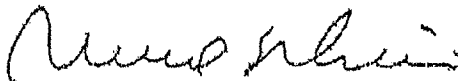
THENCE, S 89°36'00" W, a distance of 271.50 feet continuing along the north line of DECKER PINES SUBDIVISION, to a 1 inch iron pipe found for the northwest corner of DECKER PINES SUBDIVISION, and being the southwest corner of this tract, said corner being located in the east right-of-way line of Decker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

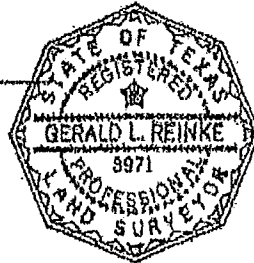
THENCE, in a northeasterly direction with a curve to the left having a radius of 325 feet, a distance of 167.62 feet along the arc of the curve (Chord = N 74°49'30" E, 185.76 feet) and along the south line of Stagecoach Road to a 3/4 inch iron rod found for the point of reverse curve, and being the westerly 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.



GERALD L. REINKE, R.P.L.S. No. 3971
March 7, 2000 - J.O. No. 0-0311



STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

ASSIGNMENT

HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES ("Assignor"), for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, has assigned, transferred and conveyed, and by these presents does hereby assign, transfer and convey unto QUADVEST, L.P., a Texas limited partnership ("Assignee"), its entire right, title and interest in and to the contracts identified on Exhibit A hereto that provide for wastewater utility service to utility customers of the Assignor on the date hereof (the "Contracts"). This assignment is limited to the Assignor's right and obligation under the Contracts to provide wastewater utility service, and does not transfer to the Assignee any of the Assignor's rights and obligations to provide water utility service as provided by the Contracts.

To have and to hold, and the Assignor does hereby agree to warrant and defend its rights to the Contracts herein transferred and conveyed unto the Assignee and its successors and assigns forever.

This Assignment is effective on the 15 day of December, 2014.

HMW SPECIAL UTILITY DISTRICT OF
HARRIS AND MONTGOMERY COUNTIES

By: 

STATE OF TEXAS

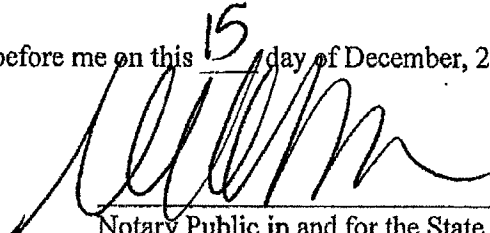
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COUNTY OF MONTGOMERY

BEFORE ME, the undersigned Notary Public, on this day personally appeared MARK PINTER, President of HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, who, being by me duly sworn on oath deposed and said that the above Assignment is executed in such capacity, and for the purpose and consideration therein expressed.

SUBSCRIBED AND SWORN TO before me on this ¹⁵ day of December, 2014.





Notary Public in and for the State of Texas

Exhibit A – Non-Standard Wastewater Service Contracts

1. Non-Standard Water and Wastewater Service Agreement between HMW Special Utility District of Harris and Montgomery Counties ("HMW") and the Tomball Industrial Park Joint Venture I-2005, dated July 26, 2007.
2. Non-Standard Water and Wastewater Service Agreement between HMW and Gordon Clunn, and spouse Sandra Clunn, dated June 19, 2007, as amended on April 18, 2008.
3. Non-Standard Water and Wastewater Service Agreement between HMW and W.P. Engineering Consultants, Inc., dated July 26, 2010.
4. Non-Standard Water and Wastewater Service Agreement between HMW and Jim Oates, dated October 4, 2007.
5. Non-Standard Water and Wastewater Service Agreement between HMW and Bruce Chapin, Tomball Development Group, L.L.C., Richard Fuller Homes, L.L.C., Concord Estates Owner's Association, Inc. and Royce Homes, L.P., dated May 10, 2004.
6. Non-Standard Water and Wastewater Service Agreement between HMW and Tech Field Development, L.L.C., dated August 15, 2011.
7. Non-Standard Water and Wastewater Service Agreement between HMW and Bread of Life Church of Tomball, Texas, Inc., dated March 28, 2004.
8. Non-Standard Water and Wastewater Service Agreement between HMW and Jacky J. Jumper and Alan G. Young, dated April 28, 2006.
9. Non-Standard Water and Wastewater Service Agreement between HMW and Aggie Expressway Property Company, dated August 2, 2006.
10. Non-Standard Water and Wastewater Service Agreement between HMW and Steve Bridges and spouse, Marla Bridges, dated June 26, 2007.
11. Non-Standard Water and Wastewater Service Agreement between HMW and Breaux Properties, L.P., dated January 30, 2007.

STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

ASSIGNMENT

HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES ("Assignor"), for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, has assigned, transferred and conveyed, and by these presents does hereby assign, transfer and convey unto QUADVEST, L.P., a Texas limited partnership ("Assignee"), its entire right, title and interest in and to that certain utility easement between CHESTER J. DAVIS and JOSEPH S. VOLANSKI, Grantors and HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, Grantee, dated May 25, 2004, duly recorded in the Real Property Records of Montgomery County, Texas under Clerk File No. 2004-067911, and further described on Exhibit A. This assignment is limited to the Assignor's easement rights incident to its providing wastewater utility service, and does not transfer to the Assignee such easement rights with regard to the Assignor's right and obligation to provide water utility service to its water utility customers. Such rights are hereby expressly retained.

To have and to hold, and the Assignor does hereby agree to warrant and defend its rights to the property herein transferred and conveyed unto the Assignee and its successors and assigns forever.

This Assignment is effective on the 16 day of December, 2014.

HMW SPECIAL UTILITY DISTRICT OF
HARRIS AND MONTGOMERY COUNTIES

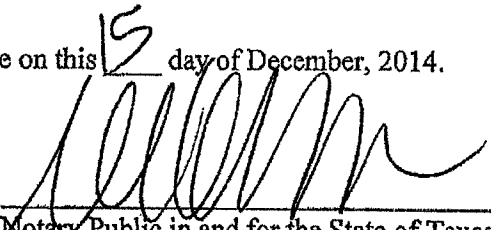
By: 

STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned Notary Public, on this day personally appeared MARK PINTER, President of HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, who, being by me duly sworn on oath deposed and said that the above Assignment is executed in such capacity, and for the purpose and consideration therein expressed.

SUBSCRIBED AND SWORN TO before me on this 15 day of December, 2014.





Notary Public in and for the State of Texas

Exhibit A

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, N88°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;

STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

ASSIGNMENT

HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES ("Assignor"), for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, has assigned, transferred and conveyed, and by these presents does hereby assign, transfer and convey unto QUADVEST, L.P., a Texas limited partnership ("Assignee"), its entire right, title and interest in and to the easements granted to COE UTILITIES, INC., now owned and held by Assignor, identified on Exhibit A hereto (the "Coe Easements"). The Coe Easements are further described on Exhibit B. This assignment is limited to the transfer of the Assignor's rights under the Coe Easements to provide access and other rights incident to the Assignor's wastewater utility service on the date hereof. It does not transfer to the Assignee such easement rights with regard to the Assignor's right and obligation to provide water utility service to its water utility customers. Such rights are hereby expressly retained.

To have and to hold, and the Assignor does hereby agree to warrant and defend its rights to the property herein transferred and conveyed unto the Assignee and its successors and assigns forever.

This Assignment is effective on the 15 day of December, 2014.

HMW SPECIAL UTILITY DISTRICT OF
HARRIS AND MONTGOMERY COUNTIES

By:  _____

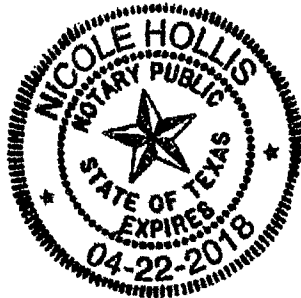
STATE OF TEXAS

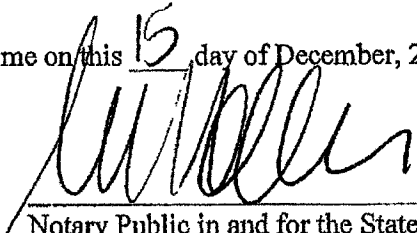
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COUNTY OF MONTGOMERY

BEFORE ME, the undersigned Notary Public, on this day personally appeared MARK PINTER, President of HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, who, being by me duly sworn on oath deposed and said that the above Assignment is executed in such capacity, and for the purpose and consideration therein expressed.

SUBSCRIBED AND SWORN TO before me on this 15 day of December, 2014.





Notary Public in and for the State of Texas

Exhibit A – Coe Utilities, Inc. Easements

Decker Prairie Road

1. That certain Utility Easement for an exclusive easement or right of way for utility lines, granted to Coe Utilities, Inc., by Decker Prairie Development Corp., Grantor, dated April 13, 1984, being duly recorded in the Real Property Records of Montgomery County, Texas, under County Clerk File No. 8423058.

SH 249 (East Side)

2. That certain Utility Easement for an exclusive easement or right of way for utility lines, granted to Coe Utilities, Inc., by J.D. Gumm, Grantor, dated April 2, 1985, being duly recorded in the Real Property Records of Montgomery County, Texas, under County Clerk File No. 8514129.
3. That certain Utility Easement for an exclusive easement or right of way for utility lines, granted to Coe Utilities, Inc., by J.D. Gumm, Grantor, dated May 31, 1984, being duly recorded in the Real Property Records of Montgomery County, Texas, under County Clerk File No. 8426900.
4. That certain Utility Easement for an exclusive easement or right of way for utility lines, granted to Coe Utilities, Inc., by Jean Hartman, Grantor, dated May 30, 1984, being duly recorded in the Real Property Records of Montgomery County, Texas, under County Clerk File No. 8426899.
5. That certain Utility Easement for an exclusive easement or right of way for utility lines, granted to Coe Utilities, Inc., by Carolyn L. Pike, Grantor, dated May 2, 1984, being duly recorded in the Real Property Records of Montgomery County, Texas, under County Clerk File No. 8423057.

SH 249 (West Side)

6. That certain Utility Easement for an exclusive easement or right of way for utility lines, granted to Coe Utilities, Inc., by Lena Joan Crawford, Grantor, dated March 6, 1984, being duly recorded in the Real Property Records of Montgomery County, Texas, under County Clerk File No. 8415477.
7. That certain Utility Easement for an exclusive easement or right of way for utility lines, granted to Coe Utilities, Inc., by L.M. Blackwell, Jr., Grantor, dated March 10, 1984, being duly recorded in the Real Property Records of Montgomery County, Texas, under County Clerk File No. 8415479.
8. That certain Utility Easement for an exclusive easement or right of way for utility lines, granted to Coe Utilities, Inc., by L.M. Blackwell, Jr., Grantor, dated March 10, 1984, being duly recorded in the Real Property Records of Montgomery County, Texas, under County Clerk File No. 8415478.
9. That certain Utility Easement for an exclusive easement or right of way for utility lines, granted to Coe Utilities, Inc., by Rayford L. Stokes, Grantor, dated March 23, 1984, being duly recorded in the Real Property Records of Montgomery County, Texas, under County Clerk File No. 8415872.
10. That certain Utility Easement for an exclusive easement or right of way for utility lines, granted to Coe Utilities, Inc., by Theodore V. Combs, Grantor, dated March 20, 1984, being duly recorded in the Real Property Records of Montgomery County, Texas, under County Clerk File No. 8415482.
11. That certain Utility Easement for an exclusive easement or right of way for utility lines, granted to Coe Utilities, Inc., by James D. Geer, Grantor, dated March 8, 1984, being duly recorded in the Real Property Records of Montgomery County, Texas, under County Clerk File No. 8415873.
12. That certain Utility Easement for an exclusive easement or right of way for utility lines, granted to Coe Utilities, Inc., by Carolyn L. Cureton, Grantor, dated March 19, 1984, being duly recorded in the Real Property Records of Montgomery County, Texas, under County Clerk File No. 8415481.

Exhibit B

EASEMENT TRACT ONE: (Coe Utilities, Inc., Easements No. 12) (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

EASEMENT TRACT TWO: (Coe Utilities, Inc., Easements No. 11) (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: (Coe Utilities, Inc., Easements No. 10) (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: (Coe Utilities, Inc., Easements No. 9)
(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: (Coe Utilities, Inc., Easements No. 8)
(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: (Coe Utilities, Inc., Easements No. 7)
(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: (Coe Utilities, Inc., Easements No. 6)
(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: (Coe Utilities, Inc., Easements No. 5)
(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: (Coe Utilities, Inc., Easements No. 2)
(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: (Coe Utilities, Inc., Easements No. 4)
(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: (Coe Utilities, Inc., Easements No. 3)
(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 THIRTEEN: (Coe Utilities, Inc., Easements No. 1)
(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-40°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.

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

ASSIGNMENT

HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES ("Assignor"), for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, has assigned, transferred and conveyed, and by these presents does hereby assign, transfer and convey unto QUADVEST, L.P., a Texas limited partnership ("Assignee"), its entire right, title and interest in and to that certain Sewer Service Agreement between COE UTILITIES, INC., a Texas corporation, and BRABAND-STUTTS, INC., a Texas corporation, dated July 23, 1990 (the "Contract"), which provides for wastewater utility service to Redwood Place, an unrecorded subdivision in Montgomery County, Texas, and includes the transfer of ownership to COE UTILITIES, INC., of the wastewater lines and equipment constructed, installed and operated under the Contract. This assignment is limited to the Assignor's right and obligation under the Contract on the date hereof to provide wastewater utility service to the subdivision. It does not transfer to the Assignee any of the Assignor's rights and obligations to provide water utility service to the subdivision under the Contract or as otherwise provided under applicable law.

To have and to hold, and the Assignor does hereby agree to warrant and defend its rights to the Contract herein transferred and conveyed unto the Assignee and its successors and assigns forever.

This Assignment is effective on the 15 day of December, 2014.

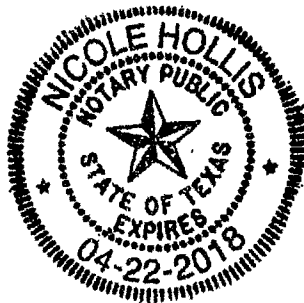
HMW SPECIAL UTILITY DISTRICT OF
HARRIS AND MONTGOMERY COUNTIES

By: *Mark Pinter*

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned Notary Public, on this day personally appeared MARK PINTER, President of HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, who, being by me duly sworn on oath depose and said that the above Assignment is executed in such capacity, and for the purpose and consideration therein expressed.

SUBSCRIBED AND SWORN TO before me on this 15 day of December, 2014.



Nicole Hollis
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §


ASSIGNMENT

HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES ("Assignor"), for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, has assigned, transferred and conveyed, and by these presents does hereby assign, transfer and convey unto QUADVEST, L.P., a Texas limited partnership ("Assignee"), its entire right, title and interest in and to those certain restrictive easements under 30 Texas Administrative Code, Section 309.13(e)(3), more fully described on Exhibits A and B hereto.

To have and to hold, and the Assignor does hereby agree to warrant and defend its rights to the property herein transferred and conveyed unto the Assignee and its successors and assigns forever.

This Assignment is effective on the 15 day of December, 2014.

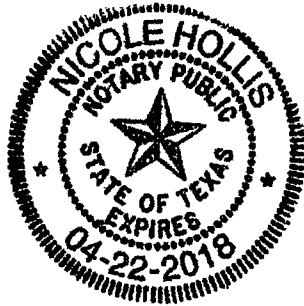
HMW SPECIAL UTILITY DISTRICT OF
HARRIS AND MONTGOMERY COUNTIES

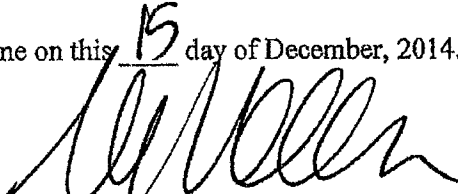
By: 

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned Notary Public, on this day personally appeared MARK PINTER, President of HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, who, being by me duly sworn on oath deposed and said that the above Assignment is executed in such capacity, and for the purpose and consideration therein expressed.

SUBSCRIBED AND SWORN TO before me on this 15 day of December, 2014.





Notary Public in and for the State of Texas

Exhibit A

A non-exclusive easement for a restrictive easement under 30 TAC Section 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 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 acres 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 degrees 13' west at a distance of 307.0 feet and north 89 degrees 47' west at a distance of 119.6 feet, from the northeast corner of the said 34.12 acre tract;

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

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

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

THENCE north 0 degrees 13' east for a distance of 53.4 feet to the PLACE OF BEGINNING (the "Property")

Exhibit B

A restrictive easement under 30 TAC Section 309.13(e)(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 described in the Grant of Easement dated October 31, 2014, recorded under Clerk's File No. 2014107596-4 of the Real Property Records of Montgomery County, Texas; over the following described area:

BEING 0.123 acres of land, more or less, in the I.W. Brashear Survey, A-96, Montgomery County, Texas, being a part of a 34.12 acres 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:

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").

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

ASSIGNMENT

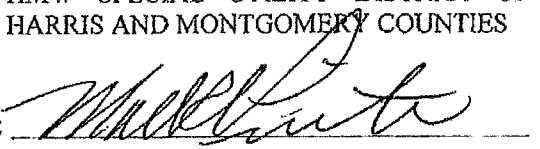
HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES ("Assignor"), for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, has assigned, transferred and conveyed, and by these presents does hereby assign, transfer and convey unto QUADVEST, L.P., a Texas limited partnership ("Assignee"), to the extent provided below, its right, title and interest in and to that certain Access Easement granted to Assignor by Steve Bridges and spouse, Marla Bridges, dated June 26, 2007, and recorded on August 15, 2014, by affidavit, under Montgomery County Clerk's File No. 2014079643-7, as further described on Exhibit A hereto. This assignment is limited to the Assignor's easement rights to provide wastewater utility service, and does not transfer to Assignee any of the Assignor's easement rights to provide water utility service under its Non-Standard Water and Wastewater Service Agreement dated June 26, 2007, with Steve Bridges and spouse, Marla Bridges.

To have and to hold, and the Assignor does hereby agree to warrant and defend its rights to the property herein transferred and conveyed unto the Assignee and its successors and assigns forever.

This Assignment is effective on the 15 day of December, 2014.

HMW SPECIAL UTILITY DISTRICT OF
HARRIS AND MONTGOMERY COUNTIES

By: _____



STATE OF TEXAS

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COUNTY OF MONTGOMERY

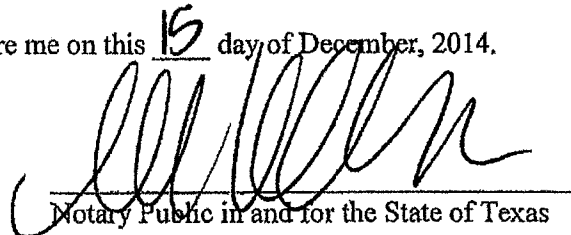
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BEFORE ME, the undersigned Notary Public, on this day personally appeared MARK PINTER, President of HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, who, being by me duly sworn on oath deposed and said that the above Assignment is executed in such capacity, and for the purpose and consideration therein expressed.

SUBSCRIBED AND SWORN TO before me on this 15 day of December, 2014.




Notary Public in and for the State of Texas

ACCESS EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

That this ACCESS EASEMENT is entered into by STEVE BRIDGES and spouse, MARLA BRIDGES ("Grantors"), and HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, a Texas water district and political subdivision under Chapters 49 and 65, Texas Water Code ("Grantee"), for and in consideration of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged. By this instrument, Grantors have bargained, sold and conveyed, and by these presents do hereby BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, on the conditions and for the purposes hereinafter set forth, a permanent easement measured and described as follows upon, across and over the existing water and wastewater lines and improvements in the property described on Exhibit A hereto, for a distance of ten feet (10.0') to either side of the center line of such water lines and improvements (the "Property"). On or about the date hereof, the Grantors have conveyed such water and wastewater lines and improvements to the Grantee, by Warranty Deed.

This agreement and grant does not constitute a fee conveyance of the land above-described or the minerals therein and thereunder, but grants only a right-of-way and easement for the below-described purposes:

1. Effecting and completing the Grantee's intended use of and continuing access to the Property and adjacent property;
2. Access to such adjacent property for all construction and other activities required to construct, install, establish, repair, maintain and improve water and wastewater utility lines and all related equipment, required for its use as a part of a public water system, as the Grantee shall determine;
3. Access to the Property for the above purposes by HMW's vehicles and personnel; and



4. Access for the above purposes by HMW's contractors and their supplies, personnel and equipment, including construction equipment for the installation of additional water lines, monitoring and testing equipment required for the construction, installation, testing and connection of permanent water lines and related equipment on, over or beneath the adjacent property.

Further, this easement is subject to the following:

1. It is subject to any and all valid and subsisting oil, gas, sulphur and mineral leases, unitization agreements, deeds, easements, and reservations and other instruments now of record in the respective real property records of Harris County, Texas, and any unrecorded prior easements under which improvements have been constructed in such a manner as to be apparent to the Grantee from an inspection of the premises and which relate to all or any part of the herein described property.
2. Grantee's right of ingress to and egress through, over and across the Grantors' Property to the Grantee's adjacent tract is, at all times reasonably required, subject to the following conditions:
 - a. Grantee's use of the easement shall be limited to ingress and egress by foot and by vehicles of a size that are able to travel and turn within the perimeter of the easement;
 - b. No vehicles, equipment or any obstruction shall be permitted to remain within the easement boundary except for the purpose of the Grantee's use thereof for ingress and egress to and from the Grantee's adjacent tract, and limited on each occasion to the time required therefor; and
 - c. Grantee shall not construct or install any permanent improvements within the easement boundary.
3. Grantors, their successors and assigns, shall have the right to use the surface and subsurface of the easement herein granted, provided, that any such use shall not interfere with or obstruct the use of the easement by Grantee, its successors and assigns.

TO HAVE AND TO HOLD the herein described easement, together with all and singular the rights and appurtenances thereto belonging, unto Grantee, its successors and assignees forever, and Grantors do hereby bind itself, its successors and assigns to the Grantee, its successors and assigns, to warrant and forever defend his title against every person whomsoever lawfully claiming or claim the same, or any part thereof, without exception.

26th day of June, 2007 (26)
SIGNED this _____th day of May, 2007.

HMW Special Utility District of
Harris and Montgomery Counties

By: Mark Pinter
Mark Pinter, President

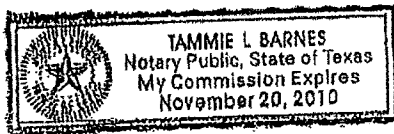
Steve Bridges
Steve Bridges

Marla Bridges
Marla Bridges

STATE OF TEXAS

COUNTY OF MONTGOMERY

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On the 26th day of June, 2007 (26), 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 Access Easement in that capacity and for the consideration recited herein, in witness of which I place my hand and seal of office.

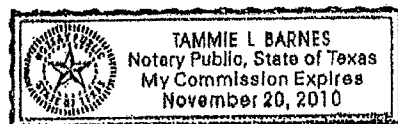


Tammie L. Barnes
Notary Public in and for the
State of Texas

STATE OF TEXAS

COUNTY OF MONTGOMERY

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On the 26th day of June, 2007 (26), Steve Bridges did appear before the undersigned notary public, and did, under oath, state that he was duly authorized to and did execute the foregoing Access Easement in that capacity and for the consideration recited herein, in witness of which I place my hand and seal of office.

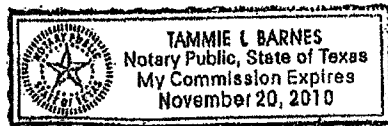


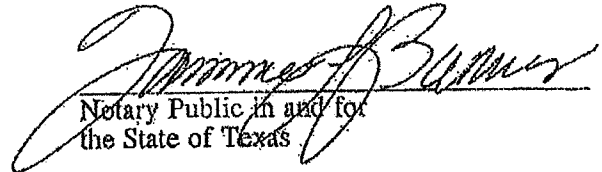
Tammie L. Barnes
Notary Public in and for
the State of Texas

STATE OF TEXAS

COUNTY OF MONTGOMERY

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On the 26th day of June, 2007, Marla Bridges did appear before the undersigned notary public, and did, under oath, state that she was duly authorized to and did execute the foregoing Access Easement 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

Grantors:

Steve and Marla Bridges
32212 Decker Prairie Road
Magnolia, Texas 77355

Grantees:

HMW Special Utility District of
Harris and Montgomery Counties
26718 Decker Prairie-Rosehill Road
Pinehurst, Texas 77362

After recording, please return to:

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

Existing Day Care Center
68 children and 10 Teachers
Proposed Addition of 33 more children
and 4 more teachers.
New system will act as an interim system to
handle additional discharge until property can
be added to the Utility District.

Addition proposed will have two bedrooms and
can be arranged to handle some of the utility
room discharge.

Total new flow: 37 @ 12 GPD = 444 GPD
It is proposed that the new flow can be divided
so that a designated quantity can be put into the
new system.

It is proposed to add 200 linear feet of 36"
Infiltrator Panel in a mound with a pump and
timer. The mound can be made of improved
soil, preferably class II soil.

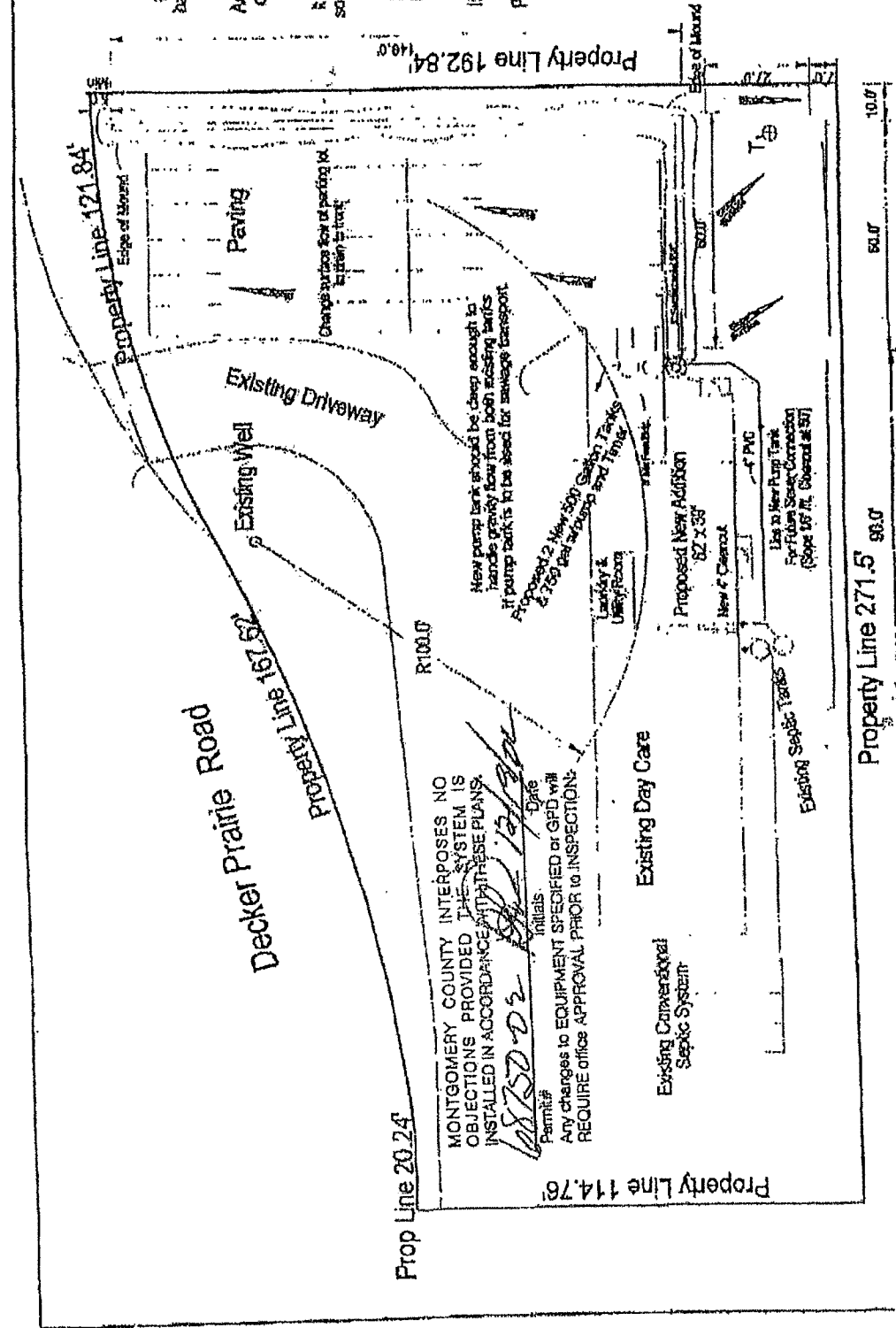
If soil can be improved to Class II, distribution
is 0.38, and 200 linear feet of 3" infiltrator
panel can handle the entire 444 gpd additional
load.

$L = 754 / (W + 2) = 444 / 38 = 11.68 \text{ sq. ft.}$
 $L = 754 / (16.8) = 876.5 = 175 \text{ Lin. Ft.}$
Class II soil = 0.25 $444 / 25 = 17.76 \text{ sq. ft.}$
 $L = 754 / (7.76) = 288 \text{ lin. ft. or } 333 \text{ gpd}$
It is proposed that the new system be
constructed to handle a maximum volume of
333 gallons per day.

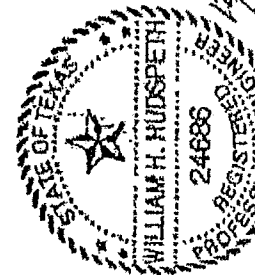
E.R.

11/15/02: Revise to
10/15/02: Revise Ab
10/01/02: Add New

Proposed Sep
Caring Corner
32212 Decker
Magnolia, Tex
August 16, 2002



Sump pump capable of 36 gpm at normal
operating pressures. Using 5/32" holes at 3'
intervals, 64 holes, at 0.5 GPM/hole =
32 gallons per minute.
Use 2 minute dose = 64 gallons per dose
Set Timer to start on 2 hour intervals from
6:00 AM to 6:00 PM then 4 hour intervals.
6 doses at 84 gallons = 384 during daylight
hours, 576 gallons total capacity.



See Sheet 1 of 2

William H. Hudspeth, P.E.
18414 Burkhardt
Tomball, Texas 77375
281/351-2777

In my professional opinion, this on-site sewage
facility can be operated without causing a threat
or harm to existing or proposed water supply
system or to the public health, or creating the
threat of pollution or nuisance condition.



6

State of Texas §
 §
Count of Montgomery §

AFFIDAVIT

PATRICK F. TIMMONS, JR., being by me duly sworn and on oath, deposes and says:

1. I am over eighteen years of age and fully competent to give this affidavit, which is based on my personal knowledge and made to secure the filing of record of the attached Access Easement between Steve Bridges and spouse, Marla Bridges, as grantors, and the HMW Special Utility District of Harris and Montgomery Counties ("HMW"), as grantee, dated June 26, 2007 (the "Easement").
2. A true copy of the Easement is attached to this Affidavit.
3. As the general counsel for HMW, I have personal knowledge of the preparation and execution of the Easement and the underlying transaction. I am familiar with the signatures of the persons who executed and notarized the Easement, and of the execution of the Easement in recordable form on June 26, 2007. The original Easement was thereafter misplaced and lost prior to its intended recording in the Real Property Records of Montgomery County, Texas.

Patrick F. Timmons, Jr.

State of Texas §
 §
Count of Montgomery §

On this 12TH day of August, 2014, Patrick F. Timmons, Jr., known to me to be the person who signed the foregoing affidavit, appeared before me and on his oath stated that his statements therein are true and correct.

Return to:
Patrick F Timmons Jr.
8556 Katy Freeway
Ste. 120
Houston TX 77024

Notary Public in and for the State of Texas



STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

ASSIGNMENT

HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES ("Assignor"), for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, has assigned, transferred and conveyed, and by these presents does hereby assign, transfer and convey unto QUADVEST, L.P., a Texas limited partnership ("Assignee"), to the extent provided below, its right, title and interest in and to that certain Water and Sewer Line Easement granted to Assignor by the Bread of Life Church of Tomball, Texas, Inc., dated January 29, 2004, as further described on Exhibit A hereto. This assignment is limited to the Grantor's rights to provide wastewater utility service, and does not transfer to the Assignee any of the Grantor's easement rights to provide water utility service, under its Non-Standard Water and Wastewater Service Agreement dated March 26, 2004, with the Bread of Life Church of Tomball, Texas, Inc.

To have and to hold, and the Assignor does hereby agree to warrant and defend its rights to the property herein transferred and conveyed unto the Assignee and its successors and assigns forever.

This Assignment is effective on the 15 day of December, 2014.

HMW SPECIAL UTILITY DISTRICT OF
HARRIS AND MONTGOMERY COUNTIES

By: 

STATE OF TEXAS

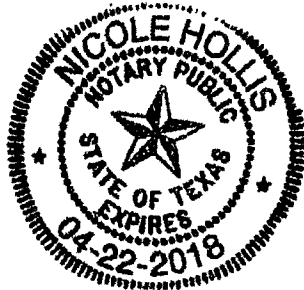
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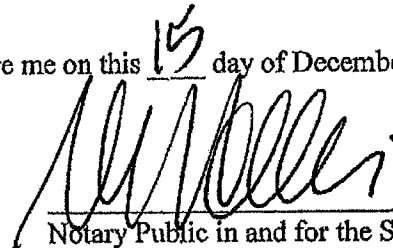
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COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned Notary Public, on this day personally appeared MARK PINTER, President of HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, who, being by me duly sworn on oath deposed and said that the above Assignment is executed in such capacity, and for the purpose and consideration therein expressed.

SUBSCRIBED AND SWORN TO before me on this 15 day of December, 2014.





Notary Public in and for the State of Texas

2004-024257

535-10-1207

548-10-0277

2004-031595

WATER AND SEWER LINE EASEMENT

THE STATE OF TEXAS

§

§ KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF MONTGOMERY §

THAT Bread of Life Church of Tomball, Texas, Inc. (hereinafter called "Grantor"), for and in consideration of the sum of Ten & No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by H-M-W Special Utility District of Harris and Montgomery Counties, whose address is P.O. Box 837, Pinehurst, Texas 77362, (hereinafter called "Grantee"), a body politic and corporate in the State of Texas organized under the provisions of Article XVI, Section 59, Texas Constitution, the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the matters set forth below, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY, unto Grantee a nonexclusive right-of-way (the "Easement") for the purpose of maintaining, operating, repairing and reconstructing water and sewer lines, and for ingress and egress related thereto, subject to the terms and provisions hereinafter set forth, over, under, across, and through that certain tract or parcel of land containing 0.468 acres of land, more or less, situated in the Joseph House Survey, Abstract No.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 the deed recorded in Film Code Number 173-10-1582 of the Real Property Records of Montgomery County, Texas, more particularly described by metes and bounds on Exhibit "A", attached hereto and incorporated herein by this reference for all purposes (the "Easement Tract").

After the initial construction of the water and sewer lines by the Grantor, Grantee, from time to time, shall have a right of ingress and egress over, along and across the Easement Tract for the purposes of operating, repairing, reconstructing, maintaining, altering and/or inspecting the water and sewer lines and all associated equipment and appurtenances thereto. Except as otherwise specifically set forth in this paragraph, Grantee shall have no right to go or travel upon, over or across any lands of Grantor except for the Easement Tract. Nothing contained herein shall grant or be construed as granting to Grantee the right to use the Easement Tract for any purpose other than for the purposes herein specified or to change the dimensions or location of the Easement Tract.

It is expressly provided that Grantor reserves unto itself, its substitutes and assigns, all other rights in and to the Easement Tract which do not unreasonably interfere with or prevent the use of the Easement herein granted and conveyed to Grantee. It is expressly agreed and provided that Grantee shall have the right to make reasonable use of the surface of the Easement Tract for placement of surface mounted facilities and equipment appurtenant to Grantee's underground utility lines, and while reconstructing, installing, maintaining, repairing, altering, protecting, changing the size of, replacing, moving, removing, and/or operating the underground lines and appurtenances installed within this Easement. It is further provided, however, that any surface structure will be placed to as to minimize interference with the use of the surface of the Easement



535-10-1208

548-10-0278

Tract by Grantor, its successors, substitutes, and assigns.

The Easement hereby granted is non-exclusive, and Grantor, its successors, substitutes and assigns, shall have the right from time to time to grant further easements over, across, through and under the Easement Tract for any lawful purpose, provided that the holder of such easement does not unduly or unreasonably interfere with the Easement rights herein granted.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress, egress, and regress, unto the said Grantee, its successors and assigns, forever, and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said Easement unto the said Grantee, and its respective successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to all of the terms, conditions, provisions and limitations hereinabove set forth and provided.

Grantee, acting herein by and through the President of its Board of Directors, duly and lawfully called and convened, joins in the execution hereof for purposes of evidencing its acceptance of this Easement and its agreement on behalf of itself, its successors and assigns, with all of the terms, conditions, and covenants herein set out.

EXECUTED this 29 day of January, 2004.

Bread of Life Church of Tomball, Texas, Inc.

By: Arthur Purvis
Arthur Purvis, President and Chairman,
Board of Directors

ACCEPTED this 30 day of January, 2004.

H-M-W Special Utility District of Harris and Montgomery Counties

By: Mark Pinter
Mark Pinter, President, Board of Directors

535-10-1209

548-10-0279

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed with the recorder.

The foregoing instrument was acknowledged before me on the 29 day of January, 2004, by Arthur Purvis, as President of the Bread of Life Church of Tomball Texas, Inc., for and on its behalf.



Heather Blackman
Notary Public in and for
The State of Texas

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

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

The foregoing instrument was acknowledged before me on the 30 day of January, 2004, by Mark Pinter, as President of the Board of Directors of H-M-W Special Utility District of Harris and Montgomery Counties, for and on its behalf.



Heather Blackman
Notary Public in and for
The State of Texas

GRANTOR:
Bread of Life Church of Tomball
31731 State Hwy 249 Decker-Prairie
Tomball, Texas 77355

GRANTEE:
HMW Special Utility District
P.O. Box 837
Pinehurst, Texas 77362

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

MAR - 8 2004



Mark Pinter
County Clerk
Montgomery County, Texas

FILED FOR RECORD
2004 MAR -8 AM 10:35

Mark Pinter
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

EXHIBIT "A"

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

548-10-0280

Metes and Bounds

0.468 Acre

Water Line Easement

Joseph House Survey, Abstract Number 20, and the

E. R. Hale Survey, Abstract Number 264

Montgomery County, Texas

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;

548-10-0281

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 as computed based on the survey and plat prepared by C & C Surveying, Inc., dated October 13, 2003.



Steven L. Crews, Registered Professional Land Surveyor, Number 4141
03-0376B
10/13/03



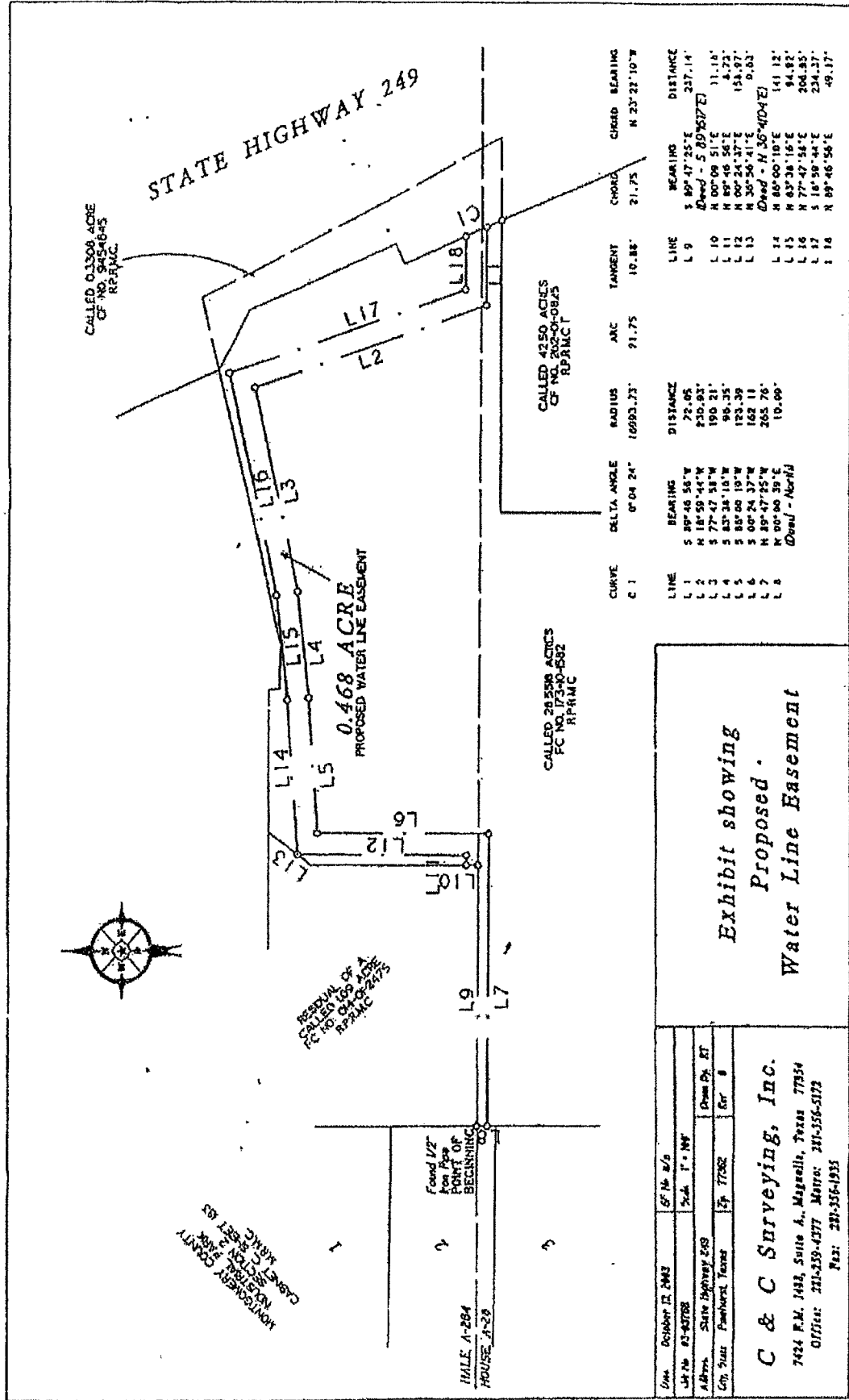


Exhibit showing
Proposed
Water Line Easement

C & C Surveying, Inc.
7424 R.M. 1412, Suite A., Magnolia, Texas 77054
Office: 281-359-4377 Mobile: 281-356-5172 Fax: 281-356-1935

Date	October 12, 2003	OF No. 2/3
Job No.	03-00708	Scale 1" = 100'
Address	State Highway 249	Drawn By: RT
City, State	Franklin, Texas	By: TCR
		For: 8

548-10-0282

548-10-0283

FILED FOR RECORD

2004 MAR 26 AM 8:43

Mark J. Turbett
COUNTY CLERK
MONTGOMERY COUNTY TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in
File Number 669800 on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County, Texas.

MAR 26 2004



Mark J. Turbett
County Clerk
Montgomery County, Texas

RECORDER'S MEMORANDUM.
At the time of recordation, this instrument was
found to be inadequate for the best photogra-
phic reproduction because of illegibility, carbon
or photo copy, discolored paper, etc. All black-
outs, additions and changes were present at the
time the instrument was filed with the recorder.

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

ASSIGNMENT

HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES ("Assignor"), for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, has assigned, transferred and conveyed, and by these presents does hereby assign, transfer and convey unto QUADVEST, L.P., a Texas limited partnership ("Assignee"), its entire right, title and interest in and to the following assets of the Assignor's wastewater utility operation on the date hereof:

1. One hundred eighty (181) standard residential and commercial customer service agreements between the Assignor and its current wastewater utility customers.
2. The Assignor's customer accounts and deposits for wastewater service existing on November 3, 2014, that pertain to the service agreements referred to in Paragraph 1.
3. Any and all books, records, ledgers, files, documents, correspondence, lists, plats, studies, reports, architectural plans, drawings, and specifications, engineering plans and reports, and other printed or written material pertaining to the Facilities and Fixtures, as defined in the Agreement for Sale and Purchase of Wastewater Assets between Grantor and Grantee dated February 28, 2012 (the "Agreement").
4. All applications, customer wastewater account data, related deposit information, and other information regarding HMW's wastewater customers.
5. Subject to applicable law, Assignor's TPDES Permit, Certificate of Convenience and Necessity No. 20734 and all other federal, state and local permits and licenses required to own and operate its wastewater system and the Wastewater Assets defined in the Agreement.

This assignment is limited to the above-described assets of the Assignor's wastewater utility service operations, and does not transfer to the Assignee any of the Assignor's rights and obligations to provide water utility service to its water utility service customers.

To have and to hold, and the Assignor does hereby agree to warrant and defend its rights to the property herein transferred and conveyed unto the Assignee and its successors and assigns forever.

This Assignment is effective on the 15 day of December, 2014.

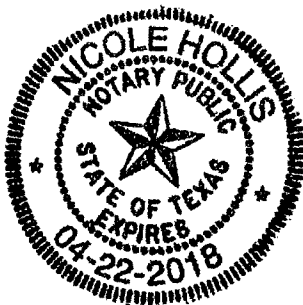
HMW SPECIAL UTILITY DISTRICT OF
HARRIS AND MONTGOMERY COUNTIES

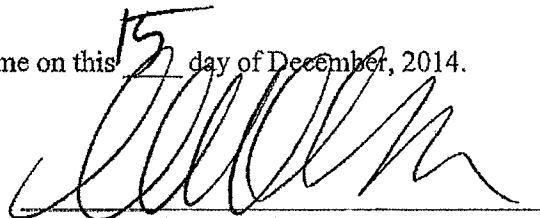
By: 

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned Notary Public, on this day personally appeared MARK PINTER, President of HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, who, being by me duly sworn on oath depose and said that the above Assignment is executed in such capacity, and for the purpose and consideration therein expressed.

SUBSCRIBED AND SWORN TO before me on this 15 day of December, 2014.




Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

ASSIGNMENT

HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES ("Assignor"), for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, has assigned, transferred and conveyed, and by these presents does hereby assign, transfer and convey unto QUADVEST, L.P., a Texas limited partnership ("Assignee"), its entire right, title and interest in and to its existing use and right to access to its above ground and underground wastewater lines, facilities and equipment from public rights of way, as provided by Section 49.220, Texas Water Code. This assignment is limited to the Assignor's right of access and use to provide wastewater utility service to its wastewater service customers on the date hereof. It does not transfer to the Assignee any such rights of the Assignor that pertain to its providing water utility service to its water utility customers. Such rights are hereby expressly retained.

To have and to hold, and the Assignor does hereby agree to warrant and defend its rights to the property herein transferred and conveyed unto the Assignee and its successors and assigns forever.

This Assignment is effective on the 15 day of December, 2014.

HMW SPECIAL UTILITY DISTRICT OF
HARRIS AND MONTGOMERY COUNTIES

By: 

STATE OF TEXAS

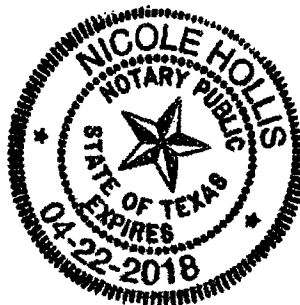
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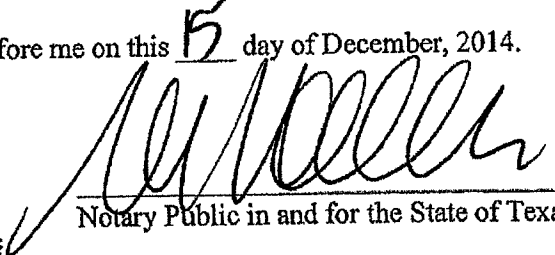
§

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned Notary Public, on this day personally appeared MARK PINTER, President of HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, who, being by me duly sworn on oath deposed and said that the above Assignment is executed in such capacity, and for the purpose and consideration therein expressed.

SUBSCRIBED AND SWORN TO before me on this 15 day of December, 2014.




Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

ASSIGNMENT

HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES ("Assignor"), for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, has assigned, transferred and conveyed, and by these presents does hereby assign, transfer and convey unto QUADVEST, L.P., a Texas limited partnership ("Assignee"), to the extent provided below, its right, title and interest in and to the easement, now owned and held by Assignor, from A.R. Coe, Jr. and Berniece Coe, Grantors, and Coe Utilities, Inc., Grantee, dated May 31, 1996, recorded under Montgomery County Clerk's File No. 9649846, attached as Exhibit A hereto. This assignment is limited to the transfer of the Assignor's rights to provide access to facilities for the Assignor's wastewater utility service on the date hereof. It does not transfer to the Assignee such easement rights with regard to the Assignor's right and obligation to provide water utility service to its water utility customers. Such rights are hereby expressly retained.

To have and to hold, and the Assignor does hereby agree to warrant and defend its rights to the property herein transferred and conveyed unto the Assignee and its successors and assigns forever.

This Assignment is effective on the 15 day of December, 2014.

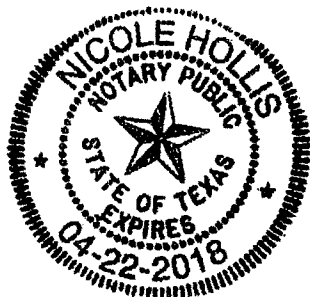
HMW SPECIAL UTILITY DISTRICT OF
HARRIS AND MONTGOMERY COUNTIES

By: 

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned Notary Public, on this day personally appeared MARK PINTER, President of HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, who, being by me duly sworn on oath depose and said that the above Assignment is executed in such capacity, and for the purpose and consideration therein expressed.

SUBSCRIBED AND SWORN TO before me on this 15 day of December, 2014.



A handwritten signature in cursive script, appearing to read "Nicole Hollis", written over a horizontal line.

Notary Public in and for the State of Texas

Doc: 55

9649846

184-00-06/8

AMERICAN T. COMPANY

G.E. # 332655-V

EASEMENT

Date: May 31, 1996

Grantor: A. R. GOE, JR. and wife, BERNIECE GOE

Grantor's Mailing Address: P. O. Box 837, Pinehurst,
Montgomery County, Texas, 77362

Grantee: COE UTILITIES, INC.

Grantee's Mailing Address: P. O. Box 837, Pinehurst,
Montgomery County, Texas, 77362

Grantor, for the consideration of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid by Grantee, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED and does hereby GRANT, SELL AND CONVEY unto Grantee, his successors and assigns, a right of way and easement for the purpose of laying water lines and for the purpose of constructing, maintaining, operating or repairing and removing said water lines with all necessary fittings and appliances for the transportation of water across said property, said right of way and easement to be for the sole purpose of use by Grantee herein, his successors and assigns over and through the following described property:

BEING a strip of land 10.0 feet wide in the I. W. BRASHMAR 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 19 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.

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

A. R. GOE, JR.
A. R. GOE, JR.

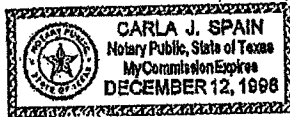


184-00-0679

Bernice Coe
BERNICE E COE

THE STATE OF TEXAS
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 31 day of
May, 1996, by A. R. COE, JR. and wife, BERNICE COE.



Carla J. Spain
Notary Public, State of Texas

FILED FOR RECORD
96 AUG 13 PM 3:16
MARK THURBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS
[Signature] DEPUTY

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

AUG 13 1996



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

Ret to:
AMERICAN TITLE COMPANY
OF INC. 500
14015 PARK DRIVE, SUITE 104
TOMBALL, TEXAS 77375

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

ASSIGNMENT

HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES ("Assignor"), for and in consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, has assigned, transferred and conveyed, and by these presents does hereby assign, transfer and convey unto QUADVEST, L.P., a Texas limited partnership ("Assignee"), its entire right, title and interest in and to that certain Access Easement between GERALD FREE and spouse TERI FREE, Grantors, and HMW SPECIAL UTILITY DISTRICT OF HARRIS AND MONTGOMERY COUNTIES, Grantee, dated October 31, 2014, recorded in the Real Property Records of Montgomery County, Texas under Clerk File No. 2014-107595-7, attached as Exhibit A. This assignment is limited to the Assignor's easement rights incident to its providing wastewater utility service, and does not transfer to the Assignee such easement rights with regard to the Assignor's right and obligation to provide water utility service to its water utility customers. Such rights are hereby expressly retained.

To have and to hold, and the Assignor does hereby agree to warrant and defend its rights to the property herein transferred and conveyed unto the Assignee and its successors and assigns forever.

This Assignment is effective on the 15 day of December, 2014.

HMW SPECIAL UTILITY DISTRICT OF
HARRIS AND MONTGOMERY COUNTIES

By: 