



Control Number: 48350



Item Number: 10

Addendum StartPage: 0

7-9-18

To: Public Utility Commission of Texas
1701N Congress, P.O. BOX 13326
AUSTIN, TX. 78711-3326


RECEIVED

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PUBLIC UTILITY COMMISSION
FILING CLERK

Ref. Docket No. 48350

I Gerald Dufrene chose to(opt -out) the provision of retail water and sewer utility service proposal. I own 42 acres off cr. 604





**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE 2011015284 8 PGS
YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION
FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE
PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S
LICENSE NUMBER.**

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RETAINED

THE STATE OF TEXAS §
 KNOW ALL MEN BY THESE PRESENTS
COUNTY OF LIBERTY §

 THAT GIN CITY LAND COMPANY, INC , a Texas corporation of Liberty County,
Texas, for and in consideration of the sum of TEN AND NO/100 (\$10 00) DOLLARS and
other valuable consideration to it paid by the Grantee herein named, the receipt of which is
hereby acknowledged, and the further consideration of the execution and delivery by Grantee
of his one certain Promissory Note of even date herewith in the principal sum of ONE
HUNDRED SIXTY-EIGHT THOUSAND EIGHTY THREE AND NO/100 (\$168,083 00)
DOLLARS, payable to the order of Gin City Land Company, Inc as therein provided and
bearing interest at the rates therein specified and providing for acceleration of maturity in
event of default and for attorney's fees, the payment of which note is secured by the
Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date
herewith to Jaime Carter, Trustee, have GRANTED, SOLD and CONVEYED, subject to the
matters hereinafter set forth, and by these presents do GRANT, SELL and CONVEY, subject
to the matters hereinafter set forth, unto GERALD DUFRENE and wife, LAURA SONS
DUFRENE whose mailing address is 1910 IRON ORE DR. HUFFMAN, HARRIS
COUNTY, TEXAS 77336, the SURFACE ESTATE ONLY in and to following described
real property in Liberty County, Texas, to-wit

The SURFACE ESTATE ONLY in and to that certain 41 3519 acre tract of
land located in Liberty County, Texas and particularly described by metes
and bounds in "Exhibit A" attached hereto and made a part hereof for all
purposes

 SAVE AND EXCEPT and there is expressly reserved to Grantor, its successors and
assigns, all oil, gas and other minerals in, under and that may be produced from the property,
all adjudicated and/or permitted water rights associated with the property, and all crop base
and/or FSA benefits associated with or allocated to the property This conveyance is made

and accepted subject to all valid and subsisting covenants, conditions, restrictions, easements, right-of-way, reservations and exceptions, if any, affecting said real property and properly recorded in the Deed and Official Public Records of Liberty County, Texas, and all ordinances, statutes or regulations promulgated by any city, county or federal governmental body, or any agency or political subdivision of any such governmental body, and affecting said property

This conveyance is further made and accepted and the property hereby conveyed is and shall be restricted in accordance with the restrictions set forth in "Exhibit B" attached hereto and made a part hereof for all purposes, which restrictions shall constitute covenants running with the land and shall be binding on Grantee, his heirs, representatives and assigns

Grantor is unaware of the existence of pipeline easements affecting the property, except as otherwise disclosed by the earnest money contract between the parties and instruments duly recorded in the Official Public Records of Liberty County, Texas

NOTICE TO GRANTEE OF POSSIBLE LIABILITY FOR ADDITIONAL TAX

If for the current ad valorem tax year the taxable value of the land that is the subject of this deed is determined by a special appraisal method that allows for appraisal of the land at less than its market value, you may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located. You should contact the appraisal district for the county in which the land is located to determine whether additional tax and penalty might be assessed based on your intended use of the land.

Taxes for the current year having been prorated Grantees will assume taxes for the year 2012 and all subsequent years and all subsequent years assessments by any taxing authority for prior years due to change in land usage or ownership

TO HAVE AND TO HOLD the above-described premises, subject to the matters hereinabove set forth, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, his heirs and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all

and singular the said premises unto the said Grantee his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior title in and to the above-described premises, is retained against the above-described real property, premises and improvements until the above-described note and all interest and other sums which may become due thereunder are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute

As a material part of the consideration for this conveyance, Grantor and grantee agree that Grantee is purchasing the above described property and all improvements situated thereon, if any, ("the Property") "AS IS" and in its present condition, with any and all latent and patent defects and that there is no warranty by Grantor that the Property is fit for a particular purpose. Grantee acknowledges that he is not relying upon any representation, statement or other assertion with respect to the Property or its condition, but is relying solely upon Grantee's examination and inspection of the Property. Grantee acknowledges that he has inspected the Property thoroughly and to his satisfaction. Grantee further acknowledges that a portion of the Property may be located within the 100 year flood plain and/or a recognized flood way. Grantee accepts the Property with the understanding there are no express or implied warranties (except for the warranties of title set forth herein). ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED

Grantee acknowledges that he is aware of the importance of purchasing an owner policy of title insurance insuring title to the hereinabove described property. Grantee further acknowledges that the attorney preparing this instrument has not been requested to examine title nor has he made an examination of title to the property. By preparing this instrument, said attorney makes no representation, warranty or comment on the state of title to the property, nor any matter which may affect title or Grantee's right of possession. Grantee has declined to purchase an owner policy and elects to rely on the limited warranties of the Grantor created by this deed

Grantor and Grantee acknowledge their joint obligation to report this sale to the Internal Revenue Service and file all necessary reports of sale, including Form 1099-S

EXECUTED this 21st day of November, 2011

ACCEPTED

Gerald Dufrene
GERALD DUFRENE
Laura Cons Dufrene
LAURA CONS DUFRENE

GIN CITY LAND COMPANY, INC

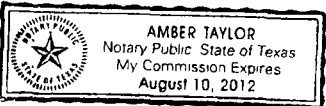
By: *Suzanne Jamison*
SUZANNE JAMISON, President
(Printed Name and Title)

THE STATE OF TEXAS §

COUNTY OF LIBERTY §

Before me, the undersigned authority, on this day personally appeared Suzanne Jamison, President of GIN CITY LAND COMPANY, INC, known to me (or proved to me through Texas Driver's License No _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity stated and on behalf of said corporation

Given under my hand and seal of office this 21st day of November, 2011



Amber Taylor
Notary Public, State of Texas
Notary's name (printed)
Amber Taylor
My commission expires 8-10-12

After Recording Return To
Gin City Land Company, Inc
P O. Box 1167
Huffman, TX 77336

EXHIBIT "A"

FIELD NOTES OF A TRACT OF LAND CONTAINING 41.3519 ACRES SITUATED IN THE D L KOKERNOT SURVEY, ABSTRACT 60, LIBERTY COUNTY, TEXAS AND BEING OUT OF AND A PART OF THAT CERTAIN 75 875 ACRE TRACT CONVEYED TO GIN CITY LAND COMPANY, INC RECORDED BY DEED IN LIBERTY COUNTY CLERK'S FILE NO (S) 2011012457 OF THE OFFICIAL PUBLIC RECORDS OF LIBERTY COUNTY, TEXAS SAID 41 3519 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

NOTE BEARINGS ARE BASED ON DEED BEARINGS AND FOUND MONUMENTS IN THE WEST LINE OF SAID 75 875 ACRE TRACT

COMMENCING at a 3/4" X 3/4" rebar, found, being the northeast corner of said D L Kokernot Survey, Abstract 60, **THENCE**, South 09°09'28" East, along the east line of said Abstract 60 and the west margin of County Road 604, a distance of 3458.63 feet (called South 09°43'21" East - 3442.23') to a 1/2" capped iron rod marked H & H Land, set, being the most easterly southeast corner of a 27.466 acre tract conveyed to Oscar Vezor and Gerardo Saldana recorded by deed in Liberty County Clerk's File No (s) 2004014726 of the Official Public Records of Liberty County, Texas, the northeast corner of said 75 875 acres and for the **northeast corner** and "**Point of Beginning**" of the herein described tract,

THENCE, South 09°27'31" East, (called South 09°49'10" East) along the east line of said Abstract 60, the west margin of said County Road 604 and the most easterly east line of said 75 875 acres, a distance of 30.00 feet to a 1/2" capped iron rod marked H & H Land, set, being the northeast corner of a 10.009 acre tract conveyed to Oziel Lopez and Liliana Lopez recorded by deed in Liberty County Clerk's File No (s) 2008005694 of the Official Public Records of said County, the most easterly southeast corner of said 75.875 acres and for the most easterly **southeast corner** of the herein described tract,

THENCE, South 80°19'19" West, along the north line of said 10.009 acres and the most northerly south line of said 75 875 acres, a distance of 2125.10 feet (called 2116.62 feet) to a 1/2" capped iron rod marked H & H Land, set, being the northwest corner of said 10.009 acres, an **angle point** in the most northerly south line of said 75 875 acres and for an **angle point** in the most northerly south line of the herein described tract,

THENCE, South 09°49'10" East, along the west line of said 10.009 acres and the most northerly south line of said 75 875 acres, a distance of 229.82 feet to a 5/8" iron rod, found, in the north line of a 30.0 acre tract conveyed to Elias Cantu and Minerva Cantu recorded by deed in Liberty County Clerk's File No (s) 2003016868 of the Official Public Records of said County, being the southwest corner of said 10.009 acres, an **angle point** in the most northerly south line of said 75 875 acres and for an **angle point** in the most northerly south line of the herein described tract,

THENCE, South 79°43'05" West, along the north line of said Cantu 30.0 acres and the most northerly south line of said 75 875 acres, a distance of 1902.71 feet to a 1/2" capped iron rod marked H & H Land, set, in a 100' wide ditch, being the northwest corner of said Cantu 30.0 acres, an interior corner of said 75 875 acres and for an **interior corner** of the herein described tract,

THENCE, South 17°57'33" East, within said ditch, along the west line of said Cantu 30.0 acres, the west line of another 30.0 acre tract conveyed to Elias Cantu and Minerva Cantu recorded by deed in Liberty County Clerk's File No (s) 2003009888 of the Official Public Records of said County and the most southerly east line of said 75.875 acres, a distance of 664.97 feet (called South 18°24'31" East - 665.06') to a 1/2" capped iron rod marked H & H Land, set, being the southwest corner of the second Cantu 30.0 acres, the northwest corner of a 55.551 acre tract conveyed to Maria Rosales recorded by deed in Liberty County Clerk's File No (s) 2008018790 of the Official Public Records of said County, an **angle point** in the most southerly east line of said 75 875 acres and for an **angle point** in the most southerly east line of the herein described tract,

THENCE, South 20°31'16" East, within said ditch, along the west line of said Rosales 55.551

acres and the most southerly east line of said 75 875 acres, a distance of 233 60 feet to a 1/2" capped iron rod marked H & H Land, set, for the most southerly **southeast corner** of the herein described tract,

THENCE, South 80°51'41" West, over and across said 75 875 acres and continuing along an interior line of the residue of a 865.884 acre tract conveyed to F P L Farming LTD , recorded by deed in Volume 1810, Page 276 of the Official Public Records of said County, a distance of 1197 89 feet to a 1/2" capped iron rod marked H & H Land, set, being the most westerly southwest corner of said 75 875 acres, an interior corner of said 865 884 acres and for the **southwest corner** of the herein described tract,

THENCE, North 05°11'32" West, along the most northerly west line of said 75 875 acres and an interior line of said 865 884 acres, a distance of 1148 34 feet to a 1/2" capped iron rod marked H & H Land, set, (from which an iron rod, found, bears North 07°04'04" East - 24 06') being the northwest corner of said 75 875 acres, the southwest corner of heretofore mentioned 27 466 acres and for the **northwest corner** of the herein described tract,

THENCE, North 79°45'37" East, along the north line of said 75 875 acres and the south line of said 27 466 acres, a distance of 940 70 feet to a 1/2" capped iron rod marked H & H Land, set, in said 100' ditch, being an angle point in the north line of said 75 875 acres, the south line of said 27 466 acres and for an **angle point** in the north line of the herein described tract,

THENCE, North 80°17'36" East, along the north line of said 75 875 acres and the south line of said 27 466 acres, a distance of 4054 90 feet (called North 80°17'43" East - 4046 28') to the "**Point of Beginning**" and containing 41 3519 acres of land

Howard L. Martin
11-G-41AC
R P L S No 4078

Job No
11/09/11 sk

EXHIBIT "B"
RESTRICTIONS

The hereinafter restrictions shall affect the herein conveyed tract, hereinafter called Said Property. These Restrictions shall not apply to any other property owned by Grantor or which may be hereafter acquired by Grantor. In the event a Vendor's Lien and Deed of Trust Lien are created to secure payment of purchase money indebtedness in favor of Grantor herein, then these Restrictions are subordinate to said Vendor's Lien and Deed of Trust Lien.

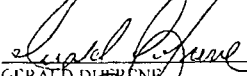
For the purpose of creating and carrying out a uniform plan for the improvement and sale of Said Property as a restricted district, set aside for residential and agricultural use, the following restrictions upon Said Property and same shall constitute covenants running with the land and shall inure to the benefit not only to Grantor, its successor and assigns, but to the benefit of each and every purchaser of Said Property or any portion thereof, and their heirs, legal representatives, successors and assigns, all of the restrictions, covenants, and reservations herein, shall be construed together, but if any one of the same shall be held to be invalid, or for any reason not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

- 1 The covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until January 1, 2021, at which time said covenants shall be automatically extended for successive periods of ten years provided that at the time for any renewal a majority of the then owners of such tracts then subject to said covenants may amend change or remove these evidencing such action by an instrument recorded with the county clerk where said property is situated. If the parties hereto, or any of them, or their heirs, successors and assignees, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Grantor to enter and abate such violations without liability, and any other persons owning any real property then subject to said covenants shall have the right to prosecute any proceeding at law or equity against any person violating or attempting to violate such restrictions and either to prevent them from continuing such violation, or to cause such violation to be removed, or to recover damages.
- 2 The violation of any restriction or covenant herein shall not operate to invalidate any mortgage, deed of trust or other lien, acquired and held in good faith against said property or any part thereof, but such liens may be enforced against any and all property covered thereby, subject nevertheless to these restrictions.
- 3 If any one of these restrictions shall be held to be invalid or for any reason is not enforced, none of the others shall be affected or impaired thereby but shall remain in full force and effect.
- 4 Not more than three residences, constructed as herein described, shall occupy a tract of land unless approved in writing by Grantor.
- 5 No residential building may be moved on to any tract on the property unless approved by Grantor. All structures will be built of new material. A written notice to be accompanied with house plans must be delivered to Grantor 30 days prior to the start of construction and must be approved by Grantor in writing. No residential structure shall be built on any tract unless its living area has a minimum of 1,000 square feet of floor area, excluding open or screened in porches, carports, and garages.
- 6 Either frame or brick construction is permitted and all residences shall be placed or built upon a concrete slab or concrete blocks.
- 7 No buildings shall be erected, placed, altered, or permitted to remain on any tract other than not more than two single family residences and attached or separate garage or barn or stable.
- 8 Any house or structure must be completed according to approved plans and specifications within nine (9) months after the beginning of construction, or with such additional times as may be approved in writing by Grantor, and no partially completed house or other structure shall be permitted to remain on said property beyond such period of time.
- 9 Any commercial use of any tract must be approved in writing by Grantor.
- 10 For the purpose of this covenant, eaves, and open porches shall be considered as a part of a building. No building or residence shall be located closer than 300 feet to the front property line or 100 feet to the rear property line or 25 feet to either side property line unless approved by Grantor in writing. No improvements shall be erected or constructed within 25 feet of side property lines adjacent to streets except for fences unless approved by Grantor in writing. Every dwelling erected on any tract shall front on and present a good frontage appearance to the street. On corner tracts, dwelling must present a good frontage to both streets.
- 11 All areas for parking shall be of concrete, asphalt or gravel construction. Driveways may be of limestone or equivalent material. Any exception to this must be approved in writing by Grantor.
- 12 The owner of a tract may occupy not more than three mobile homes on said tract with the following restrictions:
 - A Mobile home placement must have written approval of Grantor prior to placement on property.
 - B All mobile homes shall contain at least 1,000 square feet of living area, and shall not be older than three (3) years old, unless approved in writing by Grantor.
 - C All mobile homes shall be of good repair and attractive design and appearance, and built by a commercial manufacturer. No mobile homes may be constructed or added to on the premises without written consent of Grantor.
 - D All mobile homes shall meet the building, electrical, wiring, health and safety requirements of the National Mobile Home Manufacturers Association.
 - E Prior to occupancy, mobile homes must be properly blocked with cement blocks of solid construction and anchored.
 - F All porches and steps must be approved by Grantor.
 - G Unless authorized in writing by Grantor, not more than two mobile homes shall be placed or maintained on any single tract, however nothing herein shall prohibit double wides, expando mobile homes designed for connection on location, or additional rooms.
 - H All mobile homes shall be under skirted with acceptable materials and properly anchored, both box and frame, within 90 days after occupancy.
 - I All out-buildings must be approved by Grantor.
 - J Runners must be provided for the Mobile home wheels, and be constructed of concrete.
- 13 No tract shall be used or maintained as a dumping ground for rubbish or any other material. Trash, garbage or other waste shall not be kept except in sanitary containers. The owners or occupants of any tract shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner, and shall in no event use any tract for storage of material, trucks, trailers, or equipment except for normal residential requirements, nor have any but vehicles that have current legal licenses, current inspection stickers, or permit the accumulation of garbage, trash, or rubbish of any kind thereon. In the event of default on the part of the owner or occupants of any tract in observing the above requirements, or any of them, Grantor may, without liability to the owner or occupant, trespass or otherwise enter upon said tract, cut or cause to be removed such weeds and equipment, etc., so as to place said tract in a neat, attractive, healthful, and sanitary condition, and may bill, either the owner or occupant, as the case may be, for the cost of such work. The owner or occupant agrees to pay such statement immediately upon receipt thereof.
- 14 There shall be no radio or TV tower, or any other kind of outdoor tower or antenna more than thirty (30) feet higher than the normal roof apex of the residence on such tract.


- 15 Bridges or culverts constructed over property line ditches shall be constructed of concrete pipe or steel of a size and quality not less than county requirements or such larger dimension as may be required to provide adequate drainage
- 16 No building or structure shall be occupied or used until the exterior thereof is completely finished. No basement, tent, shack, garage, barn or other out building erected on any of said tracts shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- 17 No outside privies or toilets shall be permitted on any tract. All toilets shall be inside the houses and shall be connected to a sewage disposal system or a septic tank prior to occupancy, all at the expense of the owner of the tract. Any septic tanks shall have field lines and shall be constructed and maintained in accordance with the requirements of the Health Departments of all governmental agencies having jurisdiction over this land.
- 18 No noxious or offensive, unlawful or immoral activity shall be carried on upon any tract, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood.
- 19 No exotic animals, hogs, guineas, or peacocks shall be allowed.
- 20 Poultry may be kept, not to exceed 20 fowl, horses and cattle may be kept. Household pets may be kept, but no more than five (5) each of dogs and cats may be kept at any residence, except with written permission of Grantor.
- 21 No advertising or sign shall be erected on any tract without written approval of Grantor other than name and street number sign, and individual "For Sale" signs.
- 22 No removal of trees and no excavation of materials for other than landscaping of construction of buildings or driveways will be permitted without written permission of Grantor.
- 23 No further subdivision of a tract may be made without the written permission of Grantor.
- 24 Grantor, as used herein, shall mean Gin City Land Company, Inc., a Texas corporation, its successors, assigns, or nominees.
- 25 The use of the property for agricultural purposes shall be allowed.

All items listed above are subject to revision by Grantor.

Read and accepted this the 21st day of November, 2011



 GERARDO DUPRINC



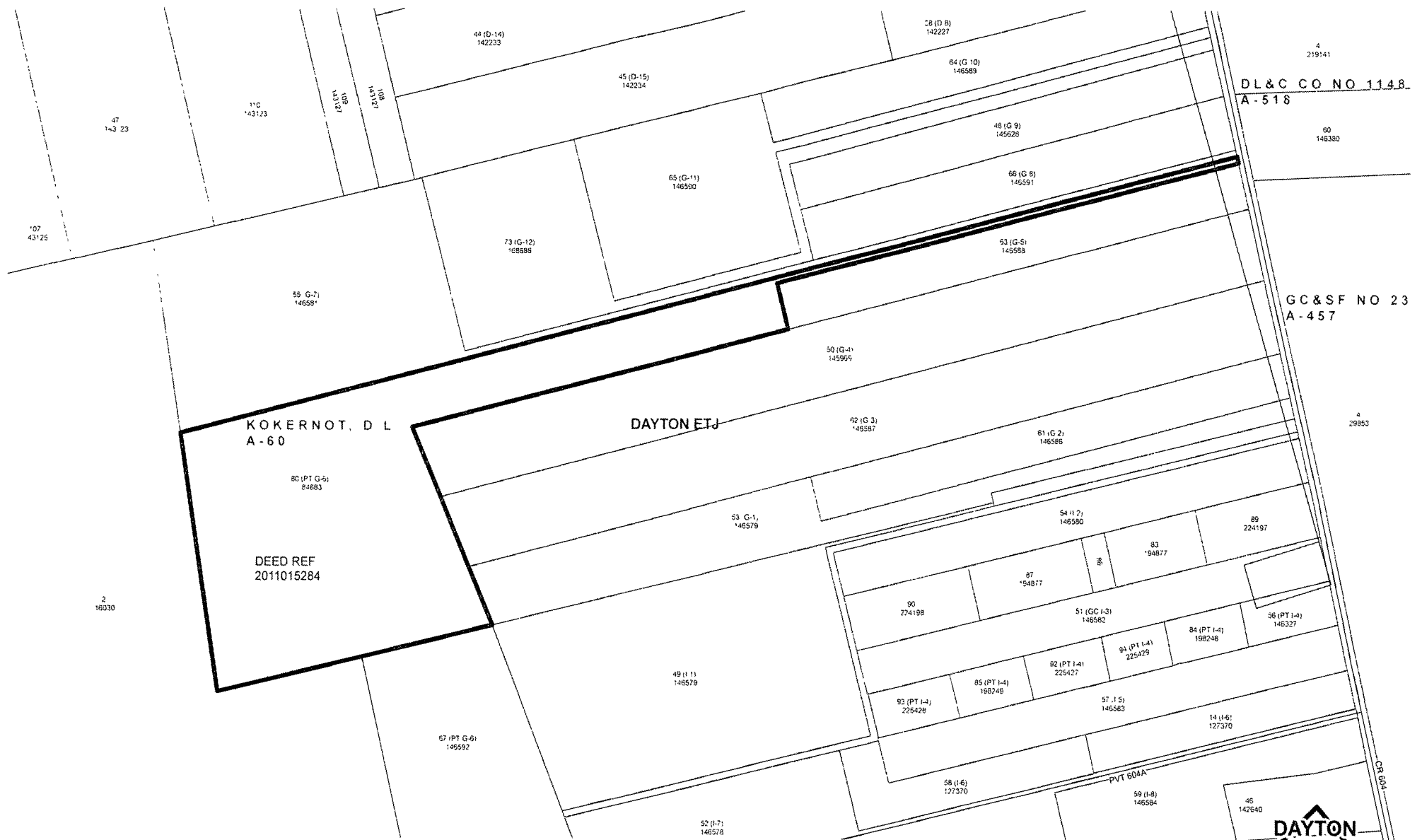
 LAURA SONS DUPRINC

OFFICIAL RECORDS
 LIBERTY COUNTY
 PAULETTE WILLIAMS
 COUNTY CLERK
 RECORDING FEE \$39.00
 # 2011015284
 12/06/2011 12:35 PM 8 PGS
 PROCESSOR, DC Receipt #016266

STATE OF TEXAS }
 COUNTY OF LIBERTY }
 I hereby certify that the instrument is FILED in the number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the volume and page of the OFFICIAL PUBLIC RECORDS of Liberty County, Texas as Stamped hereon by me on

DEC - 6 2011


 COUNTY CLERK
 LIBERTY COUNTY, TEXAS



1 inch = 400 feet

7-9-18



This product is for informational purposes and may not have been prepared for or be suitable for legal engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. PREPARED BY LIBERTY COUNTY CAD CHIEF APPRAISER LANA MCCARTY