



Control Number: 51455



Item Number: 1

Addendum StartPage: 0

PUC DOCKET NO. **151455**



**PETITION BY CLAY ROAD 628
DEVELOPMENT, LP FOR
EXPEDITED RELEASE FROM
WATER CCN NO. 12892
HELD BY T & W WATER
SERVICE COMPANY**

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§

**BEFORE THE
PUBLIC UTILITY COMMISSION
OF TEXAS**

**PETITION BY CLAY ROAD 628 DEVELOPMENT, LP FOR EXPEDITED
RELEASE PURSUANT TO TEXAS WATER CODE SECTION 13.2541**

TO THE PUBLIC UTILITY COMMISSION OF TEXAS:

COMES NOW, Clay Road 628 Development, LP (Clay Road or Petitioner) and files this Petition with the Public Utility Commission of Texas (PUC) for expedited release from T & W Water Service Company (T&W Water Service) water certificate of convenience and necessity (CCN) No. 12892, pursuant to Texas Water Code § 13.2541 and 16 Texas Administrative Code (TAC) § 24.245, in support thereof, would respectfully show the following:

I. APPLICABLE REGULATIONS

Section 13.2541 of the Texas Water Code provides that the owner of a tract of land that is at least 25 acres and is not receiving water or sewer service may petition for expedited release of the area from a CCN. Tex. Water Code § 13.2541(b). For land that is located within a county with a population of at least one million, or a county adjacent to a county with a population of at least one million, the owner of the qualifying tract “is entitled to that release.” *Id.* The PUC rule provides the same, and it recognizes that Montgomery County is a county in which owners of at least 25 acres are entitled to expedited release. *See* 16 TAC § 24.245(h). Under Section 13.2541(c), the PUC “shall grant the petition not later than the 60th day after the date the landowner files the petition.”

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II. REQUEST FOR EXPEDITED RELEASE

Petitioner owns five contiguous tracts of land, which together is approximately 269 acres of property in Montgomery County (Property). A portion of the Property is within the boundaries of water CCN No. 12892 held by T&W Water Service. T&W Water Service and the Petitioner have executed the CCN Release Settlement Agreement (“Settlement Agreement”). As per the Settlement Agreement, T&W Water Service has agreed to the release of its CCN No. 12892 over the Property. Based on the change in circumstances resulting from the Settlement Agreement, T&W Water Service and the Petitioner have agreed that the Property does not receive water service from T&W Water Service as of the date of this filing. Affidavits in support of this Petition are attached hereto as **Exhibit A and B**. Maps showing the location of the Property, along with the digital data, are attached hereto as **Exhibit C**. The deeds showing ownership of the Property are attached hereto as **Exhibit D**. A copy of this petition has been mailed to T&W Water Service via certified mail.

Additionally, as part of the Settlement Agreement, T&W Water Service and the Petitioner have reached an agreement regarding compensation to T&W Water Service, and such compensation has already been paid to T&W Water Service. The Joint Filing between T&W Water Service and the Petitioner, a copy of which is attached to this Petition as **Exhibit E** (excluding the confidential Settlement Agreement, which is being filed confidentially in accordance with the PUC’s rules), along with **Exhibit B**, verify that T&W Water Service and the Petitioner have reached an agreement as to compensation and that T&W Water Service has received the compensation. The Joint Filing is being filed with the PUC simultaneously with this Petition.

III. CONCLUSION AND PRAYER

Texas Water Code § 13.2541(b) entitles Petitioner to expedited release of the Property described herein. The Property is greater than 25 acres, is not receiving water or sewer service (as discussed above), and is entirely within Montgomery County. Under Section 13.2541(c), the PUC

should grant this Petition no later than the 60th day after the date of filing and declare that T&W Water Service and the Petitioner have agreed to compensation and such compensation has been paid to T&W Water Service. Petitioner respectfully requests that the PUC grant this Petition and issue an order under the authority of Section 13.2541 releasing all portions of the Property that is within the boundaries of water CCN No. 12892 and finding that T&W Water Service and the Petitioner have agreed to compensation pursuant to 16 TAC § 24245(i)(1) and that compensation has been paid to T&W Water Service.

Respectfully submitted,

Emily W. Rogers
State Bar No. 24002863
erogers@bickerstaff.com
Bickerstaff Heath Delgado Acosta LLP
3711 S. MoPac Expressway
Building One, Suite 300
Austin, TX 78746
Telephone: (512) 472-8021
Facsimile: (512) 320-5638

BY: *Emily W. Rogers*
Emily W. Rogers

CERTIFICATE OF SERVICE

I hereby certify by my signature below that on the 22nd day of October, 2020, a true and correct copy of the above and foregoing document was forwarded via hand delivery, facsimile, U.S. mail or electronic mail to all parties of record and a true and correct copy of the above and foregoing document has been mailed by certified mail to T & W Water Service Company, P.O. Box 2927, Conroe, Texas 77305-2927.

Emily W. Rogers
Emily W. Rogers

EXHIBIT A

AFFIDAVIT OF PERRY SENN

PUC DOCKET NO. _____

PETITION BY CLAY ROAD 628	§	BEFORE THE
DEVELOPMENT, LP FOR	§	
EXPEDITED RELEASE FROM	§	PUBLIC UTILITY COMMISSION
WATER CCN NO. 12892	§	
HELD BY T & W WATER	§	OF TEXAS
SERVICE COMPANY	§	

**AFFIDAVIT OF PERRY SENN IN SUPPORT OF PETITION FOR EXPEDITED
RELEASE PURSUANT TO TEXAS WATER CODE SECTION 13.2541**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary, personally appeared Perry Senn, the affiant, a person who is known to me. After administering an oath, the affiant testified that:

1. "My name is Perry Senn. I am over the age of eighteen years, of sound mind, and am capable of making this affidavit. The facts stated in the affidavit are within my personal knowledge and are true and correct.
2. I am the Vice President of Clay Road 628 Development, LP (Clay Road), the Petitioner in the above-captioned matter. Clay Road has authorized the filing of its Petition for Expedited Release from the T & W Water Service Company pursuant to Texas Water Code § 13.2541.
3. Clay Road owns approximately 269 acres of land, a portion of which appears to be located within the boundaries of water Certificate of Convenience and Necessity No. 12892 issued to T & W Water Service Company. This property is located in Montgomery County, Texas. Exhibit C attached to Clay Road's Petition are true and correct copies of the maps identifying the property's location. Exhibit D attached to Clay Road's Petition are true and correct copy of all deeds demonstrating ownership of the property.
4. The property in question is not receiving water service from T & W Water Service Company or any other water provider.
5. Clay Road and T&W Water Service have executed the CCN Release Settlement Agreement whereby T & W Water Service agreed that it did not oppose the release of its CCN over the Clay Road property, and Clay Road agreed to provide, and did provide, T & W Water Service compensation and other good and valuable

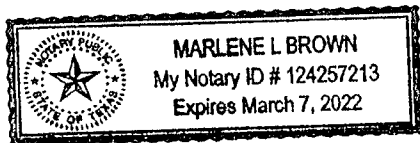
consideration for the release of T & W Water Service's CCN over Clay Road's property.

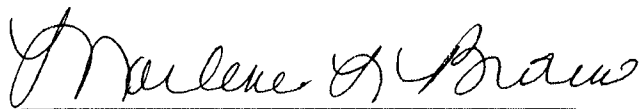
6. The Clay Road property is located within the city limits of the City of Conroe, which will ultimately be the water service provider for the development to be located on the Clay Road property.
7. I request that the Public Utility Commission on Texas release this property from water CCN No. 12892."

FURTHER AFFIANT SAYETH NOT.


Perry Senn

SWORN AND SUBSCRIBED TO BEFORE ME by Perry Senn on
October 21, 2020.




Notary Public State of Texas

ATTACHMENT A
CCN RELEASE SETTLEMENT AGREEMENT
CONFIDENTIAL

EXHIBIT B

AFFIDAVIT OF RON PAYNE

PUC DOCKET NO. _____

PETITION BY CLAY ROAD 628	§	BEFORE THE
DEVELOPMENT, LP FOR	§	
EXPEDITED RELEASE FROM	§	PUBLIC UTILITY COMMISSION
WATER CCN NO. 12892	§	
HELD BY T & W WATER	§	OF TEXAS
SERVICE COMPANY	§	

AFFIDAVIT OF RON PAYNE

STATE OF TEXAS §
COUNTY OF Montgomery §

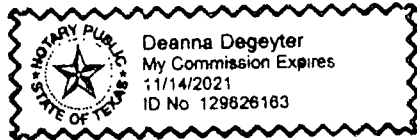
BEFORE ME, the undersigned notary, personally appeared Ron Payne, the affiant, a person who is known to me. After administering an oath, the affiant testified that:

1. "My name is Ron Payne. I am over the age of eighteen years, of sound mind, and am capable of making this affidavit. The facts stated in the affidavit are within my personal knowledge and are true and correct.
2. I am the general manager of T&W Water Service Company (T&W), which has water Certificate of Convenience and Necessity No. 12892, a portion of which covers the 269 acres of land owned by Clay Road 628 Development, LP (Clay Road).
3. Clay Road and T&W have reached a settlement agreement that provides among other things T&W's agreement to the release of its CCN over Clay Road's property.
4. Based on the change in circumstances resulting from the settlement agreement, the property owned by Clay Road is not receiving service from T&W as of the date of this affidavit and T&W has received adequate compensation from Clay Road for the release of its CCN over the Clay Road property."

FURTHER AFFIANT SAYETH NOT.



SWORN AND SUBSCRIBED TO BEFORE ME by RON PAYNE on
October 19, 2020.



Deanna Degeyter
Notary Public State of Texas

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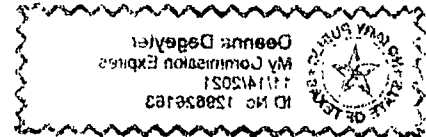
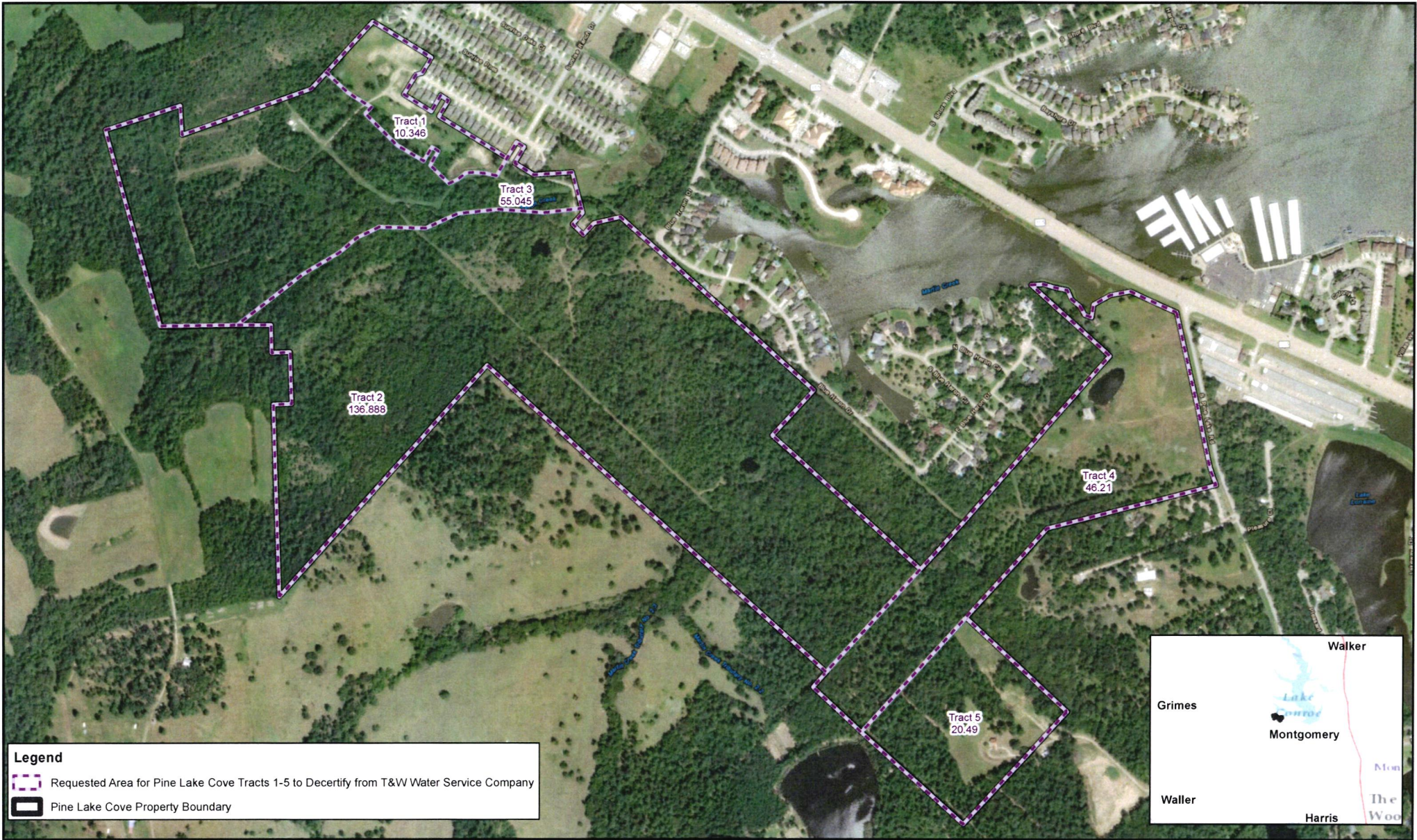


EXHIBIT C

MAPS AND DIGITAL DATA



Legend

Requested Area for Pine Lake Cove Tracts 1-5 to Decertify from T&W Water Service Company

Pine Lake Cove Property Boundary

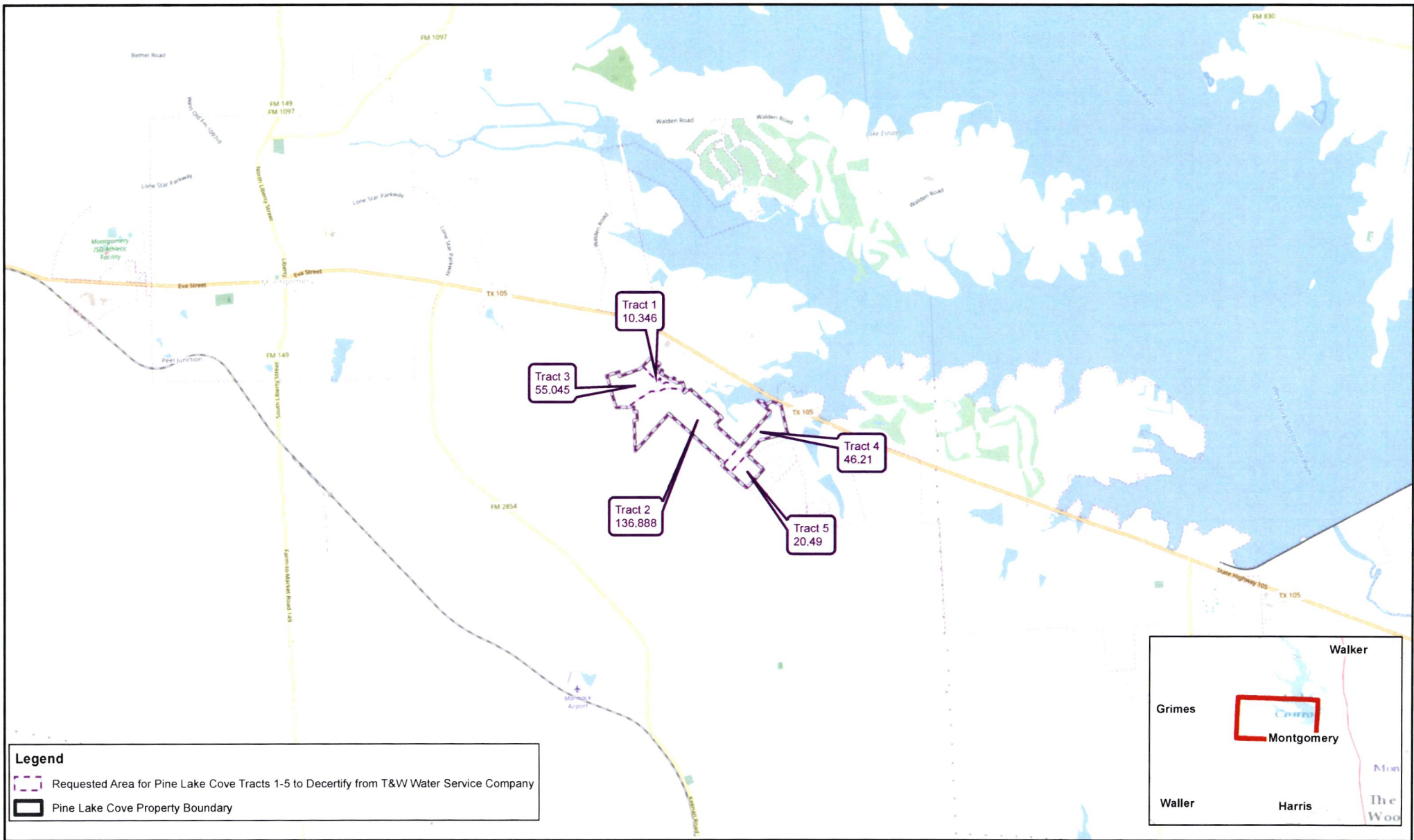
0 0.05 0.1 0.2 Miles

Created: 11/14/2019
Background Image: ESRI Imagery Map

Pine Lake Cove - Tracts 1-5 - Clay Road 628 Development, L.P.
Request Area to be Decertified from
T&W Water Service Company Water CCN No. 12892
DETAIL MAP

© 2019 Bickerstaff Heath Delgado Acosta LLP
Data Source: Existing Water CCN Service Areas
obtained from PUC, November 11, 2019; Pine Lake
Cove Tracts obtained from Bleyl Engineering.
Basemap is ESRI Imagery.





Pine Lake Cove - Tracts 1-5 - Clay Road 628 Development, L.P.
Request Area to be Decertified from
T&W Water Service Company Water CCN No. 12892
GENERAL LOCATION MAP

© 2019 Bickerstaff Heath Delgado Acosta LLP
 Data Source: Existing Water CCN Service Areas
 obtained from PUC, November 11, 2019; Pine Lake
 Cove Tracts obtained from Bleyl Engineering.
 Basemap is ESRI Imagery.



EXHIBIT D

DEED

**Clay Road 628 Development, L.P.
Tracts 1, 2, and 3**

65328
Great American Title

SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN IN FAVOR OF MORTGAGEE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

THAT THE UNDERSIGNED, LC ACQUISITIONS, LTD., a Texas limited liability partnership and Z SUNRISE DEVELOPMENT II, LLC, a Texas limited liability company, as their interests appear of record (herein called "Grantor"), for and in consideration of the sum of \$ 0.00 cash and other good and valuable consideration to Grantor in hand paid by CLAY ROAD 618 DEVELOPMENT, L.P., a Texas limited partnership (herein called "Grantee"), whose address is 5910 FM 2920, SUITE B, SPRING, TEXAS 77388, the receipt of which is hereby acknowledged, and of further consideration of the execution and delivery by Grantee of that one certain Promissory Note of even date herewith, in the principal sum of SIX MILLION THREE HUNDRED THREE THOUSAND FOUR HUNDRED THIRTY THREE AND NO/100 (\$6,303,433.00) DOLLARS (herein called the "Note"), payable to the order of FIRST FINANCIAL BANK, N.A. (herein called "Mortgagee"), bearing interest from date at the rate specified, and containing provisions for attorney's fees, Mortgagee, at the special instance and request of the Grantee, advanced a portion of the sum of said Note as part purchase price for The Land herein conveyed, the receipt of which is hereby acknowledged, Mortgagee is hereby subrogated to all of the rights of Grantor herein; the Vendor's Lien and superior title is hereby expressly transferred to and retained in favor of Mortgagee to secure the payment of the Note, the same as if Mortgagee was the Grantor herein; the Note is further and additionally secured by a Deed of Trust of even date herewith from Grantee to HARRY J. BROOKS, TRUSTEE, containing provisions for foreclosure under power of sale, to which reference is here made for all purposes;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee all that certain tract or parcel of land and all improvements located thereon (herein called "The Land"), more particularly described as follows:

TRACT I:

BEING 10.346 ACRES OF LAND LOCATED IN THE WILLIAM ATKINS SURVEY, ABSTRACT NUMBER 3 IN MONTGOMERY COUNTY, TEXAS, BEING OUT OF THE RESIDUAL ACREAGE OF THE G.H. L.C. INC. 93.608 ACRES AS DESCRIBED UNDER CLERK'S FILE NUMBER 2001-001454 REAL PROPERTY RECORDS, MONTGOMERY COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

TRACT II:

BEING A 136.888 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ATKINS SURVEY, ABSTRACT NO. 3, MONTGOMERY COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 153.493 ACRE TRACT, DESCRIBED IN INSTRUMENT TO LC ACQUISITIONS LTD, RECORDED IN CLERK'S FILE NO. 2007031695 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS (O.P.R.M.C.T.), A PORTION OF THE REMAINDER OF A CALLED 93.608 ACRE TRACT, DESCRIBED IN INSTRUMENT TO LC ACQUISITIONS LTD, RECORDED IN CLERK'S FILE NO. 2007031696, O.P.R.M.C.T., BEING ALL OF THAT CERTAIN CALLED 136.90 ACRE TRACT DESCRIBED IN INSTRUMENT RECORDED IN CLERK'S FILE NO. 2016043524, O.P.R.M.C.T., SAID 136.888 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF; AND

TRACT III:

BEING A 55.045 ACRE TRACT OF LAND SITUATED IN THE JOHN COWIE SURVEY, ABSTRACT NO. 8, AND THE WILLIAM ATKINS SURVEY, ABSTRACT NO. 3, MONTGOMERY COUNTY, TEXAS, BEING THAT SAME CALLED 55.155 ACRE TRACT DESCRIBED AS BEING OUT OF A CALLED 93.608 ACRE TRACT IN INSTRUMENT TO LC ACQUISITIONS, LTD., RECORDED IN CLERK'S FILE NO. 2007031696 OF THE OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS (O.P.R.M.C.T.),

SAID 55.045 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES
AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The conveyance is made and accepted subject to the matters more particularly described on EXHIBIT "B" attached hereto (the "Permitted Exceptions"), but only to the extent they are in effect at this time and only to the extent that they relate to The Land, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, to which The Land is subject

To have and to hold The Land together with all rights and appurtenances thereto in anywise belonging, subject to the foregoing terms, unto Grantee their heirs, executors, administrators, personal and legal representatives, successors and assigns forever, and Grantor does hereby bind themselves, their heirs, executors, administrators, personal and legal representatives, successors and assigns to warrant and forever defend The Land, subject to the foregoing terms, unto Grantee, their heirs, executors, administrators, personal and legal representatives, successors and assigns, against every person and entity 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 AND STIPULATED that the VENDOR'S LIEN, including the SUPERIOR TITLE is retained against The Land in favor of Mortgagee, its successors and assigns, until the Note and all accrued interest thereon, and all renewals and/or extensions thereof, together with all interest thereon, is fully paid according to its face and tenor, effect and reading, and together with all additional sums which may become due and payable by the terms of said Note and/or by the terms of the aforesaid Deed of Trust, when this Deed shall become absolute and Grantor herein transfers unto said Mortgagee, its successors and assigns, the Vendor's Lien and Superior Title to The Land, in the same manner and to the same extent as if the Note had been payable to the order of Grantor and by said Grantor assigned to said Mortgagee without recourse

Whenever used in this document, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the pronouns of any gender shall include the other genders, including the neuter, and either the singular or plural shall include the other

Grantee joins in the execution of this Warranty Deed for the purpose of accepting delivery hereof, and to acknowledge consent and agree to the terms and conditions of this instrument

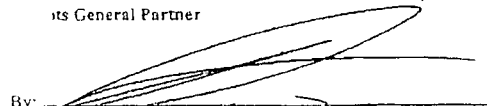
All ad valorem taxes and assessments on the Property have been prorated between the parties hereto as of the date of this Deed, and Grantee assumes liability for the payment thereof and for subsequent years

EXECUTED THIS THE 10th day of OCTOBER, 2018.


GRANTOR:

LC ACQUISITIONS, LTD., a Texas limited liability partnership

BY: CONSOLIDATED CAPITAL CORPORATION,
its General Partner

By: 
Name: Steve Bowen
Title: Manager


Z SUNRISE DEVELOPMENT II, LLC, a Texas limited liability company

By: 
Name: Steve Bowen
Title: Manager

GRANTEE:

CLAY ROAD 628 DEVELOPMENT, L.P., a Texas limited partnership

BY: HHEJR, INC., a Texas corporation,
its General Partner


RONNIE MATTHEWS, PRESIDENT

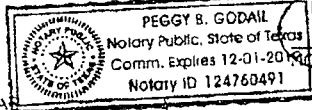
THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on the 10 day of October, A.D., 2018, by Steve Bowen, Manager of CONSOLIDATED CAPITAL CORPORATION, acting in its capacity as General Partner of LC ACQUISITIONS, LTD., a Texas limited liability partnership, in the capacity therein stated and on behalf of said partnership



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

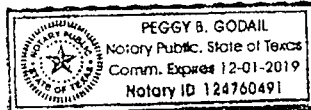
THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on the 10 day of October, A.D., 2018, by Steve Bowen, Manager of Z SUNRISE DEVELOPMENT II, LLC, a Texas limited liability company, in the capacity therein stated and on behalf of said limited liability company



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

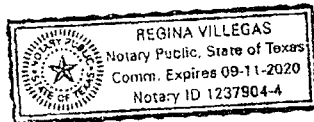
THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on the 10th day of October, A.D., 2018, by RONNIE MATTHEWS, PRESIDENT of HHEJR, INC., a Texas corporation, acting in its capacity as General Partner of CLAY ROAD 628 DEVELOPMENT, L.P., a Texas limited partnership.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

Legal description of land TRACT I:

Being 10.346 acres of land located in the William Atkins Survey, Abstract Number 3 in Montgomery County, Texas, being out the residual acreage of the G.H.L.C. Inc. 93.608 acres as described under Clerk's File Number 2001-001434 Real Property Records, Montgomery County, Texas and being more particularly described by metes and bounds as follows with all bearings referenced to the Southwesterly line of Sunrise Ranch Section 4, the plat thereof recorded in Cabinet V, Sheet 180 of the Map Records of Montgomery County, Texas:

BEGINNING at a 5/8 inch iron rod, found for the Southwesterly corner of Lot 59 in Block 1 of Sunrise Ranch Section 4 and in the Southeasterly line of Lot 63 in Block 2 of Roman Hills Section 1, the plat thereof recorded in Cabinet A, Sheet 82A of the Map Records;

THENCE South 55°39'24" East, a distance of 447.72 feet along the South line of Sunrise Ranch Section 4, to a 5/8 inch iron rod with a survey cap marked "Glezman, RPLS 4627", set for an upper Northeast corner of the herein described tract, at the Northwest corner of Lot 15, in Block 1 of Sunrise Ranch Section 5, the plat thereof recorded in Cabinet Z, Sheet 2495 of the Map Records;

THENCE South 34°20'36" West, a distance of 120.00 feet along the West line of Lot 15, to a 5/8 inch iron rod with survey cap, set for an angle point in the North line of Sunrise Maple Drive, a 60 foot wide right-of way;

THENCE South 79°20'36" West, a distance of 42.43 feet, along the upper West line of Section 5, crossing Sunrise Maple Drive, to a point for angle;

THENCE South 34°20'36" West a distance of 30.00 feet to a 5/8 inch iron rod with survey cap, set for an angle point in the South line of Sunrise Maple Drive and being the Northwest corner of Lot 4, in Block 4 of Sunrise Ranch Section 5; continuing a total distance of 150.00 feet, to a 5/8 inch iron rod with survey cap, set for an interior corner of the herein described tract, at the Southwest corner of Sunrise Ranch Section 5,

THENCE South 55°39'24" East, a distance of 210.00 feet along the South line of Block 4 in Section 5, to a 5/8 inch iron rod with survey cap, set for an interior corner at the Southeast corner of Lot 1, in Block 4;

THENCE North 34°20'36" East, a distance of 120.00 feet along the East line of Lot 1 in Block 4 to a 5/8 inch iron rod with survey cap, set for its Northeast corner, in the South line of Sunrise Maple Drive for a Northwest corner of the herein described tract;

THENCE South 55°39'24" East a distance of 60.00 feet along the South line of Sunrise Maple Drive, to a 5/8 inch iron rod with survey cap, set for the Northwest corner of Lot 10, in Block 3 of Sunrise Ranch Section 5,

THENCE South 34°20'36" West, a distance of 120.00 feet along the West line of Lot 10, in Block 3, to a 5/8 inch iron rod with survey cap, set for its Southwest corner at an interior corner of the herein described tract,

THENCE South 55°39'24" East, a distance of 520.00 feet along the South line of Block 3, Sunrise Ranch Section 5, to a 5/8 inch iron rod with survey cap, set for the lower Northeast corner of the herein described tract;

THENCE severing the residual acreage of the G.H.L.C. Inc. 93.608 acres:
South 34°20'36" West, a distance of 131.58 feet to a 5/8 inch iron rod with survey cap, set for an angle point,
North 76°03'00" West, a distance of 67.16 feet to a 5/8 inch iron rod with survey cap, set for an angle point,
North 80°37'26" West, a distance of 74.78 feet to a 5/8 inch iron rod with survey cap, set for an angle point;

South 89°54'43" West a distance of 61.46 feet to a 5/8 inch iron rod with survey cap, set for an angle point;

South 33°02'37" West a distance of 61.46 feet to a 5/8 inch iron rod with survey cap, set for an angle point,

South 68°06'44" West, a distance of 66.20 feet to a 5/8 inch iron rod with survey cap, set for the most South corner of the herein described tract;

THENCE North 43°58'28" West, a distance of 170.60 feet to a 5/8 inch iron rod with survey cap, set for a Southwest corner of the herein described tract,

THENCE North 34°20'35" East, a distance of 105.00 feet, to a 5/8 inch iron rod with survey cap, set for an interior corner,

THENCE North 55°39'24" West a distance of 50.00 feet to a 5/8 inch iron rod with survey cap, set for an interior corner;

THENCE South 34°20'35" West, a distance of 105.00 feet, to a 5/8 inch iron rod with survey cap, set for a Southeast corner,

THENCE North 56°45'22" West a distance of 197.75 feet to a 5/8 inch iron rod with survey cap, set for an angle point,

THENCE North 42°16'38" West a distance of 295.00 feet, to a 5/8 inch iron rod with survey cap, set for lower Southwest corner of the herein described tract,

THENCE North 47°43'22" East, a distance of 57.04 feet to a 5/8 inch iron rod with survey cap, set for an interior corner,

THENCE North 55°39'24" West a distance of 127.42 feet, to a 5/8 inch iron rod with survey cap, set for an angle point,

THENCE North 53°35'03" West, a distance of 60.07 feet to a point for angle,

THENCE North 44°16'55" West a distance of 186.01 feet, to a 5/8 inch iron rod with survey cap, set for the upper Southwest corner of the herein described tract, in the Southeasterly line of Roman Hills Section 1,

THENCE North 45°43'05" East, a distance of 450.05 feet along Roman Hills Section 1, back to the Point of Beginning and containing 10.346 acres of land

TRACT II

BEING a 136.888 acre tract of land situated in the William Atkins Survey, Abstract No. 3, Montgomery County, Texas, being a portion of the remainder of a called 153.493 acre tract, described in instrument to LC Acquisitions LTD, recorded in Clerk's File No. 2007031695 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T.), a portion of the remainder of a called 93.608 acre tract, described in instrument to LC Acquisitions LTD, recorded in Clerk's File No. 2007031696, O.P.R.M.C.T., being all of that certain called 136.90 acre tract described in instrument recorded in Clerk's File No. 2016043524, O.P.R.M.C.T., said 136.888 acre tract being more particularly described by metes and bounds as follows

BEGINNING at a 5/8 inch iron rod found in the apparent common line of said Atkins Survey and the John Corner Survey, Abstract No. 8, in the easterly line of Roman Hills, Section One, as shown on the map or plat thereof, recorded in Cabinet A, Sheet 81-8 of the Montgomery County Map Records (M.C.M.R.), for the common westerly corner of said 136.90 acre tract and the remainder of a called 857.061 acre tract described in instrument to Mayer Headquarters Ranch LP, recorded in Clerk's File No. 2013004324,

O P R M C.T , being the westerly south corner of the herein described 136.888 acre tract;

THENCE North 01°56'42" West, 1,247.33 feet, with the common line of said 136.90 acre tract and said Section One, along said apparent common survey line, to a 5/8 inch iron rod with "POWERS" cap found for a common corner of the same, the southwest corner of called Tracts A,B,C,D,E, described in instrument to Keith Short, described in Volume 867, Page 271, of the Montgomery County Deed Records (M.C.D.R.) being a northwesterly corner of the herein described 136.888 acre tract;

THENCE North 88°01'39" East, 120.08 feet, with the common line of said 136.90 acre tract and said Keith Short Tracts, to a 5/8 inch iron rod with "POWERS" cap found for a common corner of the same, being an interior corner of the herein described 136.888 acre tract,

THENCE North 01°56'05" West, 334.87 feet, continuing with the common line of said 136.90 acre tract and said Keith Short Tracts, to a 5/8 inch iron rod with "POWERS" cap found for a common corner of the same, being an interior corner of the herein described 136.888 acre tract;

THENCE South 88°05'21" West, 120.13 feet, continuing with the common line of said 136.90 acre tract and said Keith Short Tracts, to a 5/8 inch iron rod with "POWERS" cap found in the easterly line of said Section One, along said apparent common survey line, for a common corner of the same, being a southwest corner of the herein described 136.888 acre tract;

THENCE North 01°37'56" West, 180.20 feet, continuing with the common line of said 136.90 acre tract and said Section One, along said apparent common survey line, to a 5/8 inch iron rod with "POWERS" cap found for a common corner of the same, being an interior corner of the herein described 136.888 acre tract,

THENCE South 89°59'04" West, 220.34 feet, continuing with the common line of said 136.90 acre tract and said Section One, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the common southerly corner of said 136.90 acre tract and said remainder of 93.608 acre tract, being the most westerly corner of the herein described 136.888 acre tract,

THENCE in a northeasterly direction, with the common line of said 136.90 acre tract and said remainder of 93.608 acre tract, the following nine (9) courses and distances

- 1) North 52°22'49" East, 535.87 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for a common corner of the same, being an angle corner in the northwesterly line of the herein described 136.888 acre tract,
- 2) North 59°14'20" East, 288.22 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for a common corner of the same, being an angle corner in the northwesterly line of the herein described 136.888 acre tract,
- 3) North 49°05'54" East, 141.74 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for a common corner of the same, being an angle corner in the northwesterly line of the herein described 136.888 acre tract,
- 4) North 64°34'24" East, 161.82 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for a common corner of the same, being an angle corner in the northwesterly line of the herein described 136.888 acre tract;
- 5) South 88°39'31" East, 302.33 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for a common corner of the same, being an angle corner in the northwesterly line of the herein described 136.888 acre tract,
- 6) North 65°57'43" East, 236.46 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for a common corner of the same, being an angle corner in the northwesterly line of the herein described 136.888 acre tract,
- 7) North 83°58'13" East, 260.98 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for a common corner of the same, being an angle corner in the northwesterly line of the herein described 136.888 acre tract;
- 8) South 85°56'06" East, 296.46 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for a common corner of the same, being an angle corner in the northwesterly line of the herein described

136.888 acre tract,

9) North 83°20'29" East, 253.52 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set in the southwesterly line of a called 1.6257 acre tract, described in instrument recorded in Clerk's File No. 2007031695, O.P.R.M.C.T., being a northeasterly corner of the herein described 136.888 acre tract;

THENCE South 15°26'10" East, 30.83 feet, with the common line of said 136.90 acre tract and said 1.6257 acre tract, to a 5/8 inch iron rod with cap found for a common northerly corner of said 136.90 acre tract, said 1.6257 acre tract, and a called 0.230 acre tract described in instrument to 105 West, Ltd., recorded in Clerk's File No. 2003102451, O.P.R.M.C.T., being a southeasterly corner of the herein described 136.888 acre tract,

THENCE South 43°16'08" West, 100.00 feet, continuing with the common line of said 136.90 acre tract and said 0.230 acre tract to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for a common corner of the same, being an interior corner of the herein described 136.888 acre tract;

THENCE South 45°43'52" East, 99.81 feet, continuing with the common line of said 136.90 acre tract and said 0.230 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for a common corner of the same, being an interior corner of the herein described 136.888 acre tract;

THENCE North 43°16'08" East, 100 feet, continuing with the common line of said 136.90 acre tract and said 0.230 acre tract, to a 5/8 inch iron rod with cap found for a common corner of said 136.90 acre tract, said 0.230 acre tract, and said 1.6257 acre tract, being a northwesterly corner of the herein described 136.888 acre tract;

THENCE North 75°37'46" East, 178.46 feet, continuing with the common line of said 136.90 acre tract and said 1.6257 acre tract, to a fence corner post found for a common corner of said 136.90 acre tract, said 1.6257 acre tract, and a called 3.9791 acre tract described in instrument to Douglas Joslyn, recorded in Clerk's File No. 2003102331, O.P.R.M.C.T., being a northerly corner of the herein described 136.888 acre tract;

THENCE South 48°22'13" East, 1,683.62 feet, with the southwesterly line of said 3.9791 acre tract, the southwesterly line of Blue Heron Bay, Section One, as shown on the map or plat thereof, recorded in Cabinet J, Sheet 94, M.C.M.R., common to the northerly northeast line of said 136.90 acre tract, to a 5/8 inch iron rod with "4497" cap found for the common northerly corner of said 136.90 acre tract and a called 11.937 acre tract described in instrument to Douglas Joslyn, recorded Clerk's File No. 2007035211, O.P.R.M.C.T. being the northerly east corner of the herein described 136.888 acre tract, from which a 1/4 inch iron rod found for the common easterly corner of said 11.937 acre tract and Blue Heron Bay, Section Two, as shown on the map or plat thereof, recorded in Cabinet M, Sheet 38, M.C.M.R., bears South 48°12'52" East, 1,297.27 feet;

THENCE South 42°26'42" West, 399.79 feet, with the common line of said 136.90 acre tract and said 11.937 acre tract, to a 5/8 inch iron rod with "4497" cap found for a common corner of the same, being an interior corner of the herein described 136.888 acre tract;

THENCE South 48°12'17" East, 1,297.08 feet, continuing with the common line of said 136.90 acre tract and said 11.937 acre tract, to a 5/8 inch iron rod with "4497" cap found for the common easterly corner of said 136.90 acre tract and said 11.937 acre tract, being the southerly east corner of the herein described 136.888 acre tract,

THENCE South 42°08'52" West, with the southerly southeast line of said 136.90 acre tract, at a distance of 26.54 feet, pass a 3/4 inch iron pipe found for reference, in all, a total distance of 905.60 feet, to a 6 inch creosote fence corner post found for the common easterly corner of said 136.90 acre tract and said remainder of 857.061 acre tract, being the easterly south corner of the herein described 136.888 acre tract, from which a 3/8 inch bolt found for reference bears North 75°33' East, 1.00 feet;

THENCE North 48°10'22" West, 2,980.11 feet, with the common line of said 136.90 acre tract and said

remainder of 857.061 acre tract, to a 8 inch creosote fence corner post found for a common corner of the same, being an interior corner of the herein described 136.888 acre tract, from which a 5/8 inch iron rod with "POWERS" cap found for reference bears North 15°38' West. 1.10 feet,

THENCE South 41°58'15" West, 2,023.57 feet, continuing with the common line of said 136.90 acre tract and said remainder of 857.061 acre tract, to the PLACE OF BEGINNING.

TRACT III

BEING a 55.045 acre tract of land situated in the John Comer Survey, Abstract No. 8, and the William Atkins Survey, Abstract No. 3, Montgomery County, Texas, being that same called 55.155 acre tract described as being out of a called 93.608 acre tract in instrument to LC Acquisitions, LTD., recorded in Clerk's File No. 2007031695 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T.), said 55.045 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod with cap stamped "TPS 100834-00" found for the common easterly corner of said 55.155 acre tract and that certain called 136.90 acre tract described in instrument to LC Acquisitions, LTD., recorded in Clerk's File No. 2015023045, O.P.R.M.C.T., being the easterly southeast corner of the herein described 55.045 acre tract, from which a 5/8 inch iron rod found for reference bears South 15° 39' 59" East, 30.76 feet,

THENCE South 83° 20' 29" West, with the common line between said 55.155 acre tract and said 136.90 acre tract, at 67.70 feet pass a 60D nail found for reference, in all, a total distance of 253.52 feet, to a ½ inch iron rod with cap stamped "TPS 100834-00" found for a common corner of the same, being a southerly corner of the herein described 55.045 acre tract,

THENCE North 85° 56' 06" West, 296.46 feet, continuing with said common line, to a ½ inch iron rod with cap stamped "TPS 100834-00" found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract,

THENCE South 83° 58' 13" West, 260.98 feet, continuing with said common line, to a ½ inch iron rod with cap stamped "TPS 100834-00" found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract;

THENCE South 55° 57' 43" West, 236.46 feet, continuing with said common line, to a ½ inch iron rod with cap stamped "TPS 100834-00" found for a common corner of the same, being a southerly corner of the herein described 55.045 acre tract;

THENCE North 88° 39' 31" West, 302.33 feet, continuing with said common line, to a ½ inch iron rod with cap stamped "TPS 100834-00" found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract;

THENCE South 54° 34' 24" West, 161.82 feet, continuing with said common line, to a ½ inch iron rod with cap stamped "TPS 100834-00" found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract;

THENCE South 45° 05' 54" West, 141.74 feet, continuing with said common line, to a ½ inch iron rod with cap stamped "TPS 100834-00" found for a common corner of the same, being a southeasterly corner of the herein described 55.045 acre tract;

THENCE South 59° 14' 20" West, 288.22 feet, continuing with said common line, to a ½ inch iron rod with cap stamped "TPS 100834-00" found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract;

THENCE South 52° 22' 49" West, 535.87 feet, continuing with said common line, to a ½ inch iron rod with cap stamped "TPS 100834-00" found in a northerly line of Block 2, of Section 1, of Roman Hills, map or plat of said subdivision recorded in Cabinet A, Sheet 81 of the Montgomery County Map Records,

(M.C.M.R. , for the common westerly corner of said 55.155 acre tract and said 136.90 acre tract, being the southerly southeast corner of the herein described 55.045 acre tract;

THENCE South 89° 01' 46" West, 504.04 feet, with the common line between said 55.155 acre tract and said Block 2 to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the common southerly corner of the same, being the southwesterly corner of the herein described 55.045 acre tract, from which a 5/8 inch iron rod with cap stamped "Glezman" found for reference bears South 52° 03' East, 11.5 feet,

THENCE North 15° 50' 45" West, 1318.27 feet, continuing with said common line, to a 5/8 inch iron rod found for a common corner of the same, being the northwesterly corner of the herein described 55.045 acre tract,

THENCE North 71° 51' 35" East, 513.22 feet, continuing with said common line, to a 5/8 inch iron rod found for a common corner of the same, being a northeasterly corner of the herein described 55.045 acre tract,

THENCE South 04° 14' 44" East, 189.82 feet, continuing with said common line, to a 5/8 inch iron rod found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract,

THENCE North 70° 26' 40" East, continuing with said common line, at 547.04 feet pass a calculated point from which a 5/8 inch iron rod with cap stamped "Glezman" found for reference bears North 19° 33' West, 1.7 feet, in all, a total distance of 892.53 feet to a 5/8 inch iron rod with cap stamped "Glezman" found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract, from which a 5/8 inch iron rod with cap stamped "Powers" found for reference bears North 58° 12' West 0.3 feet, and a 5/8 inch iron rod found for reference bears North 28° 05' West, 4.7 feet,

THENCE North 42° 28' 11" East, 143.19 feet, continuing with said common line, to a 5/8 inch iron rod with cap stamped "Glezman" found for the common northerly corner of said 55.155 acre tract and that certain called 10.346 acre tract described in instrument to Z Sunrise Development II, LLC , recorded in Clerk's File No. 2014025080, O.P.R. M.C.T., being the most northerly corner of the herein described 55.045 acre tract.

THENCE South 47° 18' 25" East, 186.01 feet, with the common line between said 55.155 acre tract and said 10.346 acre tract to a ½ inch iron rod with cap stamped "TPS 100834-00" set for a common corner of the same, being an interior corner of the herein described 55.045 acre tract;

THENCE South 56° 40' 33" East, 60.07 feet, continuing with said common line, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for a common corner of the same, being an interior corner of the herein described 55.045 acre tract;

THENCE South 58° 40' 54" East, 126.89 feet, continuing with said common line, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for a common corner of the same, being a northeasterly corner of the herein described 55.045 acre tract,

THENCE South 44° 41' 52" West, 55.95 feet, continuing with said common line, to a 60D nail found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract;

THENCE South 45° 25' 14" East, 295.38 feet, continuing with said common line, to a 5/8 inch iron rod with cap stamped "Glezman" found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract;

THENCE South 59° 58' 27" East, 198.13 feet, continuing with said common line, to a 5/8 inch iron rod with cap stamped "Glezman" found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract;

THENCE North 30° 59' 19" East, 105.14 feet, continuing with said common line, to a 5/8 inch iron rod with cap stamped "Glezman" found for a common corner of the same, being a northwesterly corner of the herein described 55.045 acre tract;

THENCE South 59° 00' 22" East, 50.18 feet, continuing with said common line, to a 5/8 inch iron rod with cap stamped "Glezman" found for a common corner of the same, being a northeasterly corner of the herein described 55.045 acre tract;

THENCE South 31° 18' 47" West, 104.71 feet, continuing with said common line, to a 5/8 inch iron rod with cap stamped "Glezman" found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract;

THENCE South 47° 06' 25" East, continuing with said common line, at 111.80 feet pass a 5/8 inch iron rod with cap stamped "Glezman" found for reference, in all, a total distance of 169.89 feet to a 5/8 inch iron rod with cap stamped "Glezman" found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract;

THENCE North 65° 11' 37" East, 66.00 feet, continuing with said common line, to a 5/8 inch iron rod with cap stamped "Glezman" found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract;

THENCE North 49° 43' 16" East, 61.42 feet, continuing with said common line, to a 5/8 inch iron rod with cap stamped "Glezman" found for a common corner of the same, being a northwesterly corner of the herein described 55.045 acre tract;

THENCE North 86° 59' 29" East, 61.49 feet, continuing with said common line, to a 5/8 inch iron rod with cap stamped "Glezman" found for a common corner of the same, being a northwesterly corner of the herein described 55.045 acre tract;

THENCE South 83° 38' 56" East, 74.78 feet, continuing with said common line, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for a common corner of the same, being a northwesterly corner of the herein described 55.045 acre tract;

THENCE South 79° 17' 56" East, 66.90 feet, continuing with said common line, to a 5/8 inch iron rod with cap stamped "Glezman" found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract;

THENCE North 31° 20' 12" East, 251.43 feet, with a southeasterly line of said 10.346 acre tract and a southeasterly line of Section Five of Sunrise Ranch, map or plat of said subdivision recorded in Cabinet Z, Sheet 2495, M C M R common to a northwesterly line of said 55.155 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" for a common corner of said 55.155 acre tract and said Section Five, being a northerly corner of the herein described 55.045 acre tract;

THENCE South 58° 42' 28" East, 59.91 feet, with the common line between said Section Five and said 55.155 acre tract to a 5/8 inch iron rod with cap stamped "Glezman" found for a common corner of the same, being a northeasterly corner of the herein described 55.045 acre tract;

THENCE South 31° 02' 41" West, 119.95 feet, continuing with said common line, to a 5/8 inch iron rod with cap stamped "Glezman" found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract;

THENCE South 58° 44' 47" East, 144.59 feet, continuing with said common line, to a 5/8 inch iron rod with cap stamped "Glezman" found for a common corner of the same, being an interior corner of the herein described 55.045 acre tract;

THENCE North 86° 33' 09" East, continuing with said common line, at 25.91 feet pass a to a 5/8 inch iron rod with cap stamped "Glezman" found for reference, in all, a total distance of 253.26 feet to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the easterly northeast corner of said 55.155 acre tract and the herein described 55.045 acre tract;

THENCE South 15° 44' 31" East, 240.56 feet, with a northeasterly line of said 55.155 acre tract, to the PLACE OF BEGINNING,

CONTAINING a computed area of 55.045 acres of land within this Field Note Description

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof

EXHIBIT "B"

- 1 Easement 15 feet wide across the most easterly portions of Tract I
Purpose: utilities
Recorded in Cabinet Z, Sheet 2495, of the Map records, of Montgomery County, Texas.
- 2 Easement.
To Bofemco, Inc
Recorded in County Clerk's File No 2003-152013, of the Official Public records, of Montgomery County, Texas.
Purpose Utilities (Affects Tracts II and III)
- 3 Easement
To 105 West, Ltd
Recorded in County Clerk's File No 2003-070106, of the Official Public records, of Montgomery County, Texas
Purpose Drainage (Affects Tract III)
- 4 Easement 20 feet wide
Purpose: Utilities
Recorded in County Clerk's File No 2004-048906, of the Official Public records, of Montgomery County, Texas affects Tract II)
- 5 Easement 20 feet wide
To Mid-South Electric Cooperative Association dba Mid-South Synergy
Recorded in County Clerk's File No 2004-063352, of the Official Public records, of Montgomery County, Texas.
Purpose Electric transmission and distribution lines (Affects Tract II)
- 6 Easement.
To Mid-South Electric Cooperative Association dba Mid-South Synergy
Recorded in County Clerk's File Nos 2004-108950 and 2004-108951, of the Official Public records, of Montgomery County, Texas
Purpose Electric transmission and distribution lines (Affects Tract I)
- 7 Easement 6 feet wide along a portion of the northeasterly line of Tract I
Purpose Public utilities
Recorded in County Clerk's File No 2013032146, of the Official Public records, of Montgomery County, Texas
- 8 Easement 16 feet wide along a portion of the northeasterly line of Tract I
Purpose Public utilities
Recorded in County Clerk's File No 2013032147, of the Official Public records, of Montgomery County, Texas
- 9 Easement to Z Sunrise Development LLC
Purpose Turnaround
Recorded in County Clerk's File No 2013032148 of the Official Public records, of Montgomery County, Texas (Affects Tract I)
- 10 Easement 30 feet wide
To Z Sunrise Development LLC
Recorded in County Clerk's File No 2013032149, of the Official Public records, of Montgomery County, Texas.
Purpose Drainage (Affects Tracts II and III)
- 11 Easement to Z Sunrise Development II LLC
Purpose Drainage
Recorded in County Clerk's File No 2014035537, of the Official Public records, of Montgomery County, Texas (Affects Tracts II and III)
- 12 Easement to Z Sunrise Development II LLC
Purpose Waterline
Recorded in County Clerk's File No 2014035538, of the Official Public records, of Montgomery County, Texas.
13. Easement to Z Sunrise Development II LLC
Purpose Roadway
Recorded in County Clerk's File No 2014035539, of the Official Public records, of Montgomery County, Texas (Affects Tract III)

14. Easement: 50 feet wide
Purpose: Utilities
Recorded in County Clerk's File No. 2014046387, of the Official Public records, of Montgomery County, Texas (Affects Tract III)
15. Easement: For ingress and egress
Recorded in Volume 794, Page 461 and Volume 794, Page 474, of the Deed Records, Montgomery County, Texas
16. Mineral and/or royalty interest: (Affects all tracts)

Recorded in Volume 413, Page 391, of the Deed records, of Montgomery County, Texas.
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Surface rights limited to 2 drill sites and ingress/egress easement as set forth in instrument recorded in Volume 794 Page 474 of the Deed Records of Montgomery County, Texas
17. Mineral and/or royalty interest: (Affects all tracts)

Recorded in Volume 794, Page 461 and Volume 794, Page 470, of the Deed records, of Montgomery County, Texas

Surface rights limited to 2 drill sites and ingress/egress easement as set forth in instrument recorded in Volume 794, Page 474 of the Deed Records of Montgomery County, Texas.
18. Mineral and/or royalty interest: (Affects Tract II)

Recorded in County Clerk's File No. 2001-001453, of the Official Public records, of Montgomery County, Texas
19. Mineral and/or royalty interest: (Affects Tract I and II)

Recorded in County Clerk's File No. 2001-001454, of the Official Public records, of Montgomery County, Texas
20. Easement
To: BoFemco, Inc.
Recorded in County Clerk's File No. 2003-152019, of the Official Public records, of Montgomery County, Texas
Purpose: Utilities (Affects Tracts I and III)

E-FILED FOR RECORD

10/11/2018 02:28PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number
sequence on the date and time stamped herein
by me and was duly e-RECORDED in the Official Public
Records of Montgomery County, Texas.

10/11/2018



County Clerk
Montgomery County, Texas

**Clay Road 628 Development, L.P.
Tract 4**

Grant American Title

SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN IN FAVOR OF MORTGAGEE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

COUNTY OF TEXAS §
COUNTY OF MONTGOMERY §

1. THAT THE UNDERSIGNED, PELICAN COVE VALET & BOAT STORAGE, LLC, (herein called "Grantor") for and in consideration of the sum of \$10.00 cash and other good and valuable consideration to Grantor in and from CLAY ROAD 628 DEVELOPMENT, L.P., a Texas limited partnership (herein called "Grantee"), (hereinafter 5910 FM 2920, SUITE B SPRING, TEXAS 77388, the receipt of which is hereby acknowledged, and for further consideration of the execution and delivery by Grantee of that one certain Promissory Note of even date herewith for the sum of SIX MILLION THREE HUNDRED THIRTY FOUR THOUSAND FOUR HUNDRED THIRTY THREE AND NO/100 (\$6,303,433.00) DOLLARS (herein called the "Note"), payable to the order of FIRST FINANCIAL BANK, N.A. (herein called "Mortgagee"), bearing interest from date at the rate specified, and containing provisions for attorney's fees, Mortgagee, at the special instance and request of the Grantor, advanced a portion of the sum of said Note as part purchase price for The Land herein conveyed, the receipt of which is hereby acknowledged. Mortgagee is hereby subrogated to all of the rights of Grantor herein, the Vendor's Lien and superior title herein being assigned to and retained in favor of Mortgagee to secure the payment of the Note, the same as if Mortgagee was the Grantor herein, the Note is further and additionally secured by a Deed of Trust of even date herewith with HARRY J. BROOKS, TRUSTEE, containing provisions for foreclosure to wit: to wit, to which the Note is subject for all purposes.

2. THAT SAID, SO DONOR CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said Grantee, the tract or parcels of land and all improvements located thereon (herein called "The Land"), more particularly described as follows:

BEING 46.210 ACRES OF LAND IN THE WILLIAM ATKINS SURVEY, A-3, MONTGOMERY COUNTY, TEXAS, ALSO BEING THE SAME LAND CALLED 46.210 ACRES IN DEED TO PELICAN COVE VALET AND BOAT STORAGE, LLC RECORDED UNDER CLERK'S FILE #7011-085696 OF THE REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS (RPMCT), SAID 46.210 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

3. That the title is made and conveyed subject to the easements more particularly described on Exhibit "B" attached hereto. (Permitted Easements) but in no event to the extent that are in effect at this time and only to the extent that they are subject to the zoning laws and regulations and ordinances of municipal and/or governmental authorities, to which the Land is subject.

4. That the Grantor shall hold The Land together with all rights and appurtenances thereto in any wise belonging, subject to the foregoing terms, to the Grantee, their heirs, executors, administrators, personal and legal representatives, successors and assigns, and Grantor does hereby bind themselves, their heirs, executors, administrators, personal and legal representatives, successors and assigns to warrant and forever defend The Land, subject to the foregoing terms, unto the Grantee, their heirs, executors, administrators, personal and legal representatives, successors and assigns, against every claim, demand, suit, damage, loss, cost, expense, or injury in law or in equity, or in any part thereof by, through or under Grantor, or their heirs.

5. BUT IT IS EXPRESSLY AGREED AND STIPULATED that the VENDOR'S LIEN including the PER OR HERE is retained against said Land in favor of Mortgagee, its successors and assigns, until the Note and all interest thereon, and all related and incidental costs thereof, together with all interest thereon, is fully paid with interest, tender, effect and receipt, and together with all additional sums which may become due and payable by the Grantee of said Note and/or by the terms of the aforesaid Deed of Trust, when in said Deed shall become due and payable. And Grantor herein transfers unto said Mortgagee, its successors and assigns, the Vendor's Lien and Superior Title in said Land in the same manner and to the same extent as if the Note had been payable to the order of Grantor and the same had been assigned to said Mortgagee, without recourse.

6. Whenever used in this document, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the pronouns of any gender shall include the other genders, including the neuter, and either singular or plural and include the other.

Grantee joins in the execution of this Warranty Deed for the purpose of accepting delivery hereof, and to acknowledge that it has agreed to the terms and conditions of this instrument.

All of the taxes and assessments on the Property have been prorated between the parties hereto as of the date of this deed and Grantee assumes liability for the payment thereof and for subsequent years.

IN WITNESS WHEREOF, on the 11th day of OCTOBER, 2018,

GRANTOR

PELICAN COVE VALET & BOAT STORAGE LLC

By [Signature]
Name John Beck
Title Manager

GRANTEE

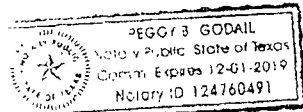
CLAY ROAD 525 DEVELOPMENT, L.P., a Texas limited partnership

BY HHEJR, INC., a Texas corporation,
its General Partner

[Signature]
RONNIE MATTHEWS, PRESIDENT

CLAY ROAD 525
CLAY ROAD 525 HARRIS

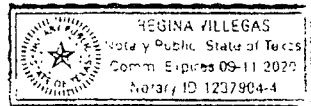
This instrument was acknowledged before me on the 11 day of October, A.D., 2018, by John Beck Manager of PELICAN COVE VALET & BOAT STORAGE, LLC in the capacity therein stated and on behalf of said limited liability company.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

CLAY ROAD 525
HARRIS

This instrument was acknowledged before me on the 10th day of October, A.D., 2018, by RONNIE MATTHEWS, PRESIDENT of HHEJR, INC., a Texas corporation, acting as the General Partner of CLAY ROAD 525 DEVELOPMENT, L.P., a Texas limited partnership



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT 'A'

File No 67218-GAT74 (pg)
Property, 0 Pine Lake Rd, Conroe, TX 77316

BEING 46.210 acres of land in the William Atkins Survey, A-3, Montgomery County, Texas, also being the same land called 46.210 acres in deed to Pelican Cove Valet and Boat Storage, LLC recorded under Clerk's File #2011-085696 of the Real Property Records of Montgomery County, Texas (RPRMCT), said 46.210 acres being more particularly described as follows:

BEGINNING at a 5/8" iron rod found for the east corner of said 46.210 acres and the north corner of Terry Collins and Jerry Collins 11.866 acre tract described in deed recorded under Clerk's File #98947061 RPRMCT in the west line of Pine Lake Road, formerly old highway 105, no right of way found of record;
THENCE S.75°21'06"W., (Call S.78°19'50"W., 1120.26') along the upper south line of said 46.210 acres and the north line of said 11.866 acres for a distance of 1128.17 feet to a 5/8" iron rod found for an inside corner of said 46.210 acres and the northwest corner of said 11.866 acres;

THENCE S.42°00'37"W., (Call S.45°14'21"W., 788.05') along the southeast line of said 46.210 acres and the northwest line of said 11.866 acres for a distance of 780.69 feet to a 1/2" iron pipe found for an angle point in the southeast line of said 46.210 acres and the west corner said 11.866 acres, for the north corner of a 39.98 acre tract described in deed to KDL Ventures, LLC recorded under Clerk's File #2016-099759 RPRMCT;

THENCE S42°03'25"W., (Call S.44°56'48"W., 1007.20') along the southeast line of said 46.210 acres and the northwest line of said 39.98 acres for a distance of 1007.64 feet to a 1/2" iron pipe found for the south corner of said 46.210 acres and the west corner of said 39.98 acres, in the northeast line of Rodrigo A. Garcia et ux 108.129 acres described in deed recorded under Clerk's File #9355192 RPRMCT;

THENCE N.47°22'14"W., (Call N.44°28'21"W., 431.33') along the southwest line of said 46.210 acres and the northeast line of said 108.129 acres for a distance of 431.40 feet to a 5/8" iron rod found for the lower west corner of said 46.210 acres and the north corner of said 108.129 acres, in the southeast line of Clarence Mayer 463.4401 acre tract described in Deed recorded under Clerk's File #8954365 RPRMCT;

THENCE N.42°03'29"E., (Call N.44°57'07"E., 1008.09') along the northwest line of said 46.210 acres and the southeast line of said 463.4401 acres, at 129.80 feet pass the east corner of said 463.4401 acres and the south corner of LC Acquisitions 150.1373 acre tract described in deed recorded under Clerk's File #2007-031695 RPRMCT, from whence a 5/8" iron rod bears 0.77' northwest, and continue on along the southeast line of said 150.1373 acres for a total distance of 1008.12 feet to a 1/2" iron pipe found for an angle point in same;

THENCE N.42°24'58"E., (Call N.45°21'19"E., 426.74') continuing along the northwest line of said 46.210 acres and the southeast line of said 150.1373 passing its east corner and the south corner of a 11.937 acre tract described in deed to Douglas A. Joslyn and recorded under Clerk's File #2007-138087 RPRMCT and continue on in all a total distance of 426.57 feet to a 5/8" iron rod found for an angle point in the northwest line of said 46.210 acres, also the east corner of said 11.937 acres and the south corner of Blue Heron Bay Subdivision, Section 2, map of which is recorded in Cabinet M, Sheet 38 of Montgomery County Map Records (MCMR);

THENCE N.40°58'30"E., (Call N.43°55'00"E., 1450.42') continuing along the northwest line of said 46.210 acres and the southeast line of Blue Heron Bay Subdivision, passing its east corner and the south corner of Blue Heron Bay Corp. residue of a 62.8074 acre tract described in deed recorded under Clerk's File #9437421 RPRMCT and continue on in all a total distance of 1450.42 feet to a fence corner post found at the position of a nail in a rock for an inside corner of said 46.210 acres and the east corner of said residue of 62.8074 acres;

THENCE N.48°15'55"W., (Call N.45°20'11"W., 694.37') along the upper southwest line of said 46.210 acres and the northeast line of said residue of 62.8074 acres, at 661.68 feet pass a 1/2" iron rod reference corner and continue on for a total distance of 686.21 feet to the intersection with the 201 contour line of Lake Conroe as described in deed to the San Jacinto River Authority recorded in Volume 711, Page 109 of Montgomery County Deed Records (MCDR);

THENCE along the 201 contour line of Lake Conroe as follows:
N.86°48'51"E., 79.58 feet to a capped 1/2" iron rod set for an angle point;

S.74°01'09"E, 77.04 feet to a capped 1/2" iron rod set for an angle point;
 S.78°24'09"E, 83.62 feet to a capped 1/2" iron rod set for an angle point;
 S.24°10'09"E, 65.71 feet to a capped 1/2" iron rod set for an angle point;
 S.51°11'09"E, 69.17 feet to a capped 1/2" iron rod set for an angle point;
 S.29°26'09"E, 63.92 feet to an angle point in Lake Conroe;
 S.69°08'09"E, 47.04 feet to an angle point in Lake Conroe;
 N.08°47'51"E, 84.37 feet to an angle point in Lake Conroe;
 N.60°48'51"E, 124.42 feet to a capped 1/2" iron rod set for an angle point;
 N.79°02'51"E, 123.73 feet to a capped 1/2" iron rod set for the northwest corner of said 46.210 acres in the south right-of-way line of State Highway 105 based on a 200' R.O.W. recorded in Volume 215, Page 117 MCDR, on a curve to the left;

THENCE in an easterly direction along the north line of said 46.210 acres and the south line of State Highway 105 on a curve to the left having a radius of 5829.58 feet and a central angle of 02°39'19" for a distance of 270.16 feet (Call S.62°08'08"E, 278.47') to a Highway Department marker found for the P.C. of said curve;

THENCE S.64°16'37"E, (call S.62°54'50"E, 60.04') continuing along the north line of said 46.210 acres and the north line of State Highway 105 for a distance of 55.61 feet to a Highway Department marker found for the northeast corner of said 46.210 acre and the east line of Pine Lake Road;

THENCE S.12°50'00"E, (Call S.09°53'29"E, 134.44 and 503.66') along the west line of Pine Lake Road and the east line of said 46.210 acres for a distance of 636.64 feet to a 1/2" iron rod found for an angle point in same,

THENCE S.11°44'57"E, (Call S.08°48'27"E, 323.81 feet) continuing along the east line of said 46.210 acres and the west line of Pine Lake Road for a distance of 323.81 feet to a 5/8" iron rod found for the P.C. of a curve to the left;

THENCE continuing along the east line of said 46.210 acres and the west line of Pine Lake Road in a southerly direction along said curve to the left having a radius of 1040.00 feet and central angle of 09°59'00" for a distance of 181.21 feet to a 5/8" iron rod found for the end of said curve;

THENCE S.21°43'57"E, (Call S.18°47'27"E, 9.21') continuing along the east line of said 46.210 acres and the west line of Pine Lake Road for a distance of 9.21 feet to the POINT OF BEGINNING and containing 46.210 acres of land, more or less.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

A.P.N. R268810

EXHIBIT "S"

1. Easement To: Magnolia Petroleum Company
Recorded in Volume 72, Page 102, of the Deed records, of Montgomery County, Texas, partially released by County Clerk's File No. 2013085273 of the Official Records of Montgomery County, Texas
Purpose: pipeline
2. Easement To: Mid-South Electric Cooperative, Inc.
Recorded in County Clerk's File No. 9237615, of the Official records, of Montgomery County, Texas.
Purpose: electric and other utility service
3. Easement To: Mid-South Electric Cooperative, Inc.
Recorded in County Clerk's File No. 9828620, of the Official records, of Montgomery County, Texas
Purpose: electric and other utility service
4. Easement awarded to Mid-South Electric Cooperative Association in Judgment resulting from Eminent Domain Proceedings styled Mid-South Electric Cooperative Association versus George C. Ballas, Sr. and wife, Maria L. Ballas, et al. dated January 14, 1998, entered in the County Court at Law No. 2, Montgomery County, Texas, in Cause No. 95-06-01925-CV, a certified copy of which is recorded under County Clerk's File No. 2011985695 of the Official Records of Montgomery County, Texas
5. Easement To: Mid-South Electric Cooperative, Inc.
Recorded in County Clerk's File No. 9828621, of the Official records, of Montgomery County, Texas
Purpose: electric and other utility service
6. Easement To: Mid-South Electric Cooperative, Inc.
Recorded in County Clerk's File No. 99056498, of the Official records, of Montgomery County, Texas
Purpose: electric and other utility service
7. That portion of subject property lying within the boundaries of Martin Cemetery No. 1, together with access easement to said cemetery, as set out in Deed from Henry Carwile and wife, Ha Mae Carwile to George Charles Ballas, Trustee, dated July 1, 1971, recorded in Volume 742, Page 740 of the Deed Records of Montgomery County, Texas, and in Affidavit of Dedication for Cemetery Purposes executed by the Texas Historical Commission, dated November 14, 2007, recorded in the Real Property Records of Montgomery County, Texas, under County Clerk's File No. 2007-135501, and being subject to the rights of descendant of those persons entombed in said cemetery
8. Mineral and/or royalty interest

Recorded in Volume 72, Page 482, of the Deed records, of Montgomery County, Texas
9. Mineral and/or royalty interest

Recorded in Volume 72, Page 740, of the Deed records, of Montgomery County, Texas.

10. Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein:

Recorded in County Clerk's File No(s) 2011039382, 2011039384 and 2011039385, of the Official records of Montgomery County, Texas

11. Waiver of Surface Rights executed in instrument recorded in County Clerk's File No(s) 2013039053 and 2011033038 of the Official Records of Montgomery County, Texas.

12. Terms, Conditions, and Stipulations in the Agreement by and between: Parties: 105 West, Ltd. and Sprintcom, Inc

Recorded in County Clerk's File No. 9817939, assigned by 98101446, 2001-066910 and 2011085698, of the Official records of Montgomery County, Texas
Type: Ground Lessor Consent Agreement

14. Terms, conditions, stipulations and restrictions as set out in instrument creating a restricted water quality zone dated November 20, 1970, executed by Texas Water Quality Board and San Jacinto River Authority, recorded in Volume 741, Page 445 of the Deed Records of Montgomery County, Texas, said instrument having been amended by Order of the Texas Water Quality Board, bearing Order No. 76-1216-4, dated December 16, 1976, and being further amended by Order of the San Jacinto River Authority and the Texas Water Commission, issued on February 12, 1988, as contained in 13 Tex Reg. 1004

15. Terms, provisions and conditions, together with waiver of damages, as set out in Deed from H. M. Carwile and wife, Ila Mae Carwile to San Jacinto River Authority, dated May 26, 1970, recorded in Volume 741, Page 109 of the Deed Records of Montgomery County, Texas

16. Terms, provisions and conditions of that certain Flowage Easement granted to San Jacinto River Authority in instrument executed by H. M. Carwile and wife, Ila Mae Carwile, dated May 26, 1970, recorded in Volume 741, Page 104 of the Deed Records of Montgomery County, Texas

17. Map is based on by the examination of survey prepared by Seth M. Gibson, R.P.L.S. No. 2000, dated July 13, 2011, revised September 21, 2018:

a. Section 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 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E-FILED FOR RECORD
10/11/2018 02:24PM

Mark Tumball

CLERK OF COURT
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number
sequence on the date and time stamped herein
by me and was duly e-RECORDED in the Official Public
Records of Montgomery County, Texas

10/11/2018



Mark Tumball

County Clerk
Montgomery County, Texas

**Clay Road 628 Development, L.P.
Tract 5**

Grant A. ... 68130

GENERAL WARRANTY DEED
WITH VENDOR'S LIEN IN FAVOR OF MORTGAGEE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

THAT THE UNDERSIGNED, KDL VENTURES, LLC (herein called "Grantor"), for and in consideration of the sum of \$10.00 cash and other good and valuable consideration to Grantor in hand paid by CLAY ROAD 628 DEVELOPMENT, L.P., a Texas limited partnership (herein called "Grantee"), whose address is 5910 FM 2920, SUITE B, SPRING, TEXAS 77388, the receipt of which is hereby acknowledged, and of further consideration of the execution and delivery by Grantee of that one certain Promissory Note of even date herewith, in the principal sum of SEVEN HUNDRED NINETY THOUSAND AND NO/100 (\$790,000.00) DOLLARS (herein called the "Note"), payable to the order of FIRST FINANCIAL BANK, N.A. (herein called "Mortgagee"), bearing interest from date at the rate specified, and containing provisions for attorney's fees, Mortgagee, at the special instance and request of the Grantor, advanced a portion of the sum of said Note as part purchase price for The Land herein conveyed, the receipt of which is hereby acknowledged, Mortgagee is hereby subrogated to all of the rights of Grantor herein; the Vendor's Lien and superior title is hereby expressly transferred to and retained in favor of Mortgagee to secure the payment of the Note, the same as if Mortgagee was the Grantor herein; the Note is further and additionally secured by a Deed of Trust of even date herewith from Grantee to HARRY J. BROOKS, TRUSTEE, containing provisions for foreclosure under power of sale, to which reference is here made for all purposes,

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee all that certain tract or parcel of land and all improvements located thereon (herein called "The Land"), more particularly described as follows:

BEING A TRACT OF LAND SITUATED IN THE WILLIAM ATKINS ONE LEAGUE SURVEY, ABSTRACT NO. 3, MONTGOMERY COUNTY, TEXAS, SAME BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO KDL VENTURES, LLC, BY DEED RECORDED IN COUNTY CLERK FILE NO 2016099759, REAL PROPERTY RECORDS OF MONTGOMERY COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

The conveyance is made and accepted subject to the following matters, but only to the extent they are in effect at this time and only to the extent that they relate to The Land: The lien for current ad valorem taxes and maintenance assessments (if any) not in default, land use restrictions, deed restrictions, covenants, easements, outstanding mineral reservations, rights and royalties, if any, shown of record in the above mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, to which The Land is subject.

To have and to hold The Land together with all rights and appurtenances thereto in anywise belonging, subject to the foregoing terms, unto Grantee their heirs, executors, administrators, personal and legal representatives, successors and assigns forever, and Grantor does hereby bind themselves, their heirs, executors, administrators, personal and legal representatives, successors and assigns to warrant and forever defend The Land, subject to the foregoing terms, unto Grantee, their heirs, executors, administrators, personal and legal representatives, successors and assigns, against every person and entity whomsoever lawfully claiming or to claim the same or any part thereof.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the VENDOR'S LIEN, including the SUPERIOR TITLE, is retained against The Land in favor of Mortgagee, its successors and assigns, until the Note and all accrued interest thereon, and all renewals and/or extensions thereof, together with all interest thereon, is fully paid according to its face and tenor, effect and reading, and together with all additional sums which may become due and payable by the terms of said Note and/or by the terms of the aforesaid Deed of Trust, when this Deed shall become absolute, and Grantor herein transfers unto said Mortgagee, its successors and assigns, the Vendor's Lien and Superior Title to The Land, in the same manner and to the same extent as if the Note had been payable to the order of Grantor and by said Grantor assigned to said Mortgagee without recourse.

Whenever used in this document, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the pronouns of any gender shall include the other genders, including the neuter, and either the singular or plural shall include the other.

Grantee joins in the execution of this Warranty Deed for the purpose of accepting delivery hereof, and to acknowledge, consent and agree to the terms and conditions of this instrument.

All ad valorem taxes and assessments on the Property have been prorated between the parties hereto as of the date of this Deed, and Grantee assumes liability for the payment thereof and for subsequent years.

EXECUTED THIS THE 18th day of DECEMBER, 2018.

GRANTOR:

KDL VENTURES, LLC

By: Keith Alexander
Name: Keith Alexander
Title: President

GRANTEE:

CLAY ROAD 628 DEVELOPMENT, L.P., a Texas limited partnership

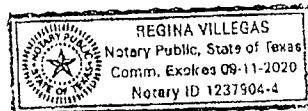
BY: HHEJR, INC., a Texas corporation,
its General Partner

Ronnie Matthews
RONNIE MATTHEWS, PRESIDENT

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 18th day of December, A.D., 2018, by Keith Alexander, President of KDL VENTURES, LLC, in the capacity therein stated and on behalf of said limited liability company.



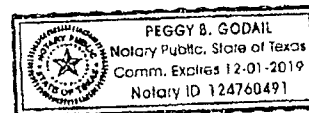
[Signature]
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 18 day of December, A.D., 2018, by RONNIE MATTHEWS, PRESIDENT of HHEJR, INC., a Texas corporation, acting in its capacity as General Partner of CLAY ROAD 628 DEVELOPMENT, L.P., a Texas limited partnership.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



Being a tract of land situated in the William Atkins one league Survey, Abstract No. 3, Montgomery County, Texas, same being a portion of that tract of land conveyed to KDL Ventures, LLC, by deed recorded in County Clerk File No. 2016099759, Real Property Records of Montgomery County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/4 inch iron rod found for corner, said corner being the East corner of that tract of land conveyed to Charles Robert Horton, by deed recorded in County Clerk File No. 2003-014745, Real Property Records of Montgomery County, Texas, and being a North corner of the remainder of KDL Ventures, LLC tract, and lying along the West line of S. Pine Lake Road (public right of-way),

THENCE South 44 degrees 34 minutes 01 seconds West, along the Southeast line of said Horton tract, a distance of 1246.10 feet to a 5/8 inch iron rod found for corner, said corner being the South corner of said Horton tract;

THENCE North 44 degrees 35 minutes 48 seconds West, along the Southwest line of said Horton tract, a distance of 721.04 feet to a point for corner, said corner being the a North corner of said remainder of KDL Ventures, LLC tract, and lying along the Southwest line of a tract of land conveyed to Merle V Dixon, by deed recorded in County Clerk File No. 2001-075414, Real Property Records of Montgomery County, Texas, and being the POINT OF BEGINNING of that tract herein described:

THENCE South 45 degrees 24 minutes 12 seconds West, along a Northwest line of said remainder of KDL Ventures LLC tract, a distance of 991.39 feet to a point for corner, said corner being a West corner of said remainder of KDL Ventures, LLC tract and lying along the Northeast line of a tract of land conveyed to Rodrigo A. Garcia, and wife, Maria F. Garcia, by deed recorded in County Clerk File No. 918-01-0746, Real Property Records of Montgomery County, Texas;

THENCE North 45 degrees 38 minutes 15 seconds West, along the Northeast line of said Garcia tract, a distance of 888.34 feet to a fence post found for corner, said corner being the South corner of a tract of land conveyed to Pelican Cove Valet and Boat Storage, LLC, by deed recorded in Document No. 2011085696, Real Property Records of Montgomery County, Texas;

THENCE North 44 degrees 51 minutes 31 seconds East, along the Southeast line of said Pelican Cove tract, a distance of 1007.57 feet to a 1/2 inch iron pipe found for corner, said corner being the West corner of a tract of land conveyed to Terry Collin and Jerry Collins, by deed recorded in County Clerk File NO. 400-00-0754, Real Property Records Montgomery County, Texas;

THENCE South 44 degrees 35 minutes 48 seconds East, along the Southwest line of said Collins tract, a distance of 897.78 feet to the POINT OF BEGINNING and containing 897,538 square feet or 20.49 acres of land

E-FILED FOR RECORD

12/19/2018 03:55PM

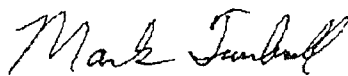


COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number
sequence on the date and time stamped herein
by me and was duly e-RECORDED in the Official Public
Records of Montgomery County, Texas.

12/19/2018



County Clerk
Montgomery County, Texas

EXHIBIT E
JOINT FILING

PUC DOCKET NO. _____

PETITION BY CLAY ROAD 628	§	BEFORE THE
DEVELOPMENT, LP FOR	§	
EXPEDITED RELEASE FROM	§	PUBLIC UTILITY COMMISSION
WATER CCN NO. 12892	§	
HELD BY T & W WATER	§	OF TEXAS
SERVICE COMPANY	§	

**PETITION BY CLAY ROAD 628 DEVELOPMENT, LP'S AND
T & W WATER SERVICE COMPANY'S JOINT FILING REGARDING COMPENSATION**

TO THE PUBLIC UTILITY COMMISSION OF TEXAS:

COMES NOW, Clay Road 628 Development, LP (Petitioner) and T & W Water Service Company (T&W Water Service) and files this their Joint Filing regarding Compensation in Petitioner's Petition for expedited release from water certificate of convenience and necessity No. 12892 pursuant to Texas Water Code § 13.2541 and 16 Tex. Admin. Code § 24.245(i)(1).

Petitioner and T&W Water Service have agreed on an amount of compensation for the decertification of T&W Water Service's CCN overlapping Petitioner's property plus other good and valuable consideration. By this filing, T&W Water Service acknowledges its receipt of compensation. The amount of the compensation and other consideration is set out in the CCN Release Settlement Agreement, which is attached and submitted confidentially pursuant to Attachment A to this Joint Filing

Petitioner and T&W Water Service respectfully request that the PUC, through an informal disposition proceeding under 16 Tex. Admin. Code § 22.35(a), issue an order regarding the compensation to T&W Water Service and acknowledge that such compensation has already been provided by Petitioner.

Respectfully submitted,

Emily W. Rogers
State Bar No. 24002863
erogers@bickerstaff.com

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Building One, Suite 300
Austin, TX 78746
Telephone: (512) 472-8021
Facsimile: (512) 320-5638

BY: *Emily W. Rogers*
Emily W. Rogers

Attorney for Clay Road 628 Development, LP

DUBOIS, BRYANT & CAMPBELL, LLP

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Peter T. Gregg
State Bar No. 00784174
303 Colorado, Suite 2300
Austin, Texas 78701
(512) 457-8000
(512) 457-8008 (fax)

Attorney for T & W Water Service Company

CERTIFICATE OF SERVICE

I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record via electronic mail on October 22, 2020 in accordance with the Order Suspending Rules, issued in Project No. 50664.

Emily W. Rogers
Emily W. Rogers

ATTACHMENT A

CCN RELEASE SETTLEMENT AGREEMENT

CONFIDENTIAL