



## Filing Receipt

**Received - 2021-08-05 02:32:02 PM**  
**Control Number - 52394**  
**ItemNumber - 1**

PUC DOCKET NO. \_\_\_\_\_

PETITION BY	§	
BRYAN FRENCHAK	§	BEFORE THE
FOR EXPEDITED RELEASE	§	
FROM SEWER CCN NO. 20573	§	PUBLIC UTILITY COMMISSION
HELD BY PORTER MUNICIPAL	§	
UTILITY DISTRICT	§	OF TEXAS

**PETITION BY BRYAN FRENCHAK FOR EXPEDITED RELEASE  
PURSUANT TO TEXAS WATER CODE SECTION 13.254(A-5)**

TO THE PUBLIC UTILITY COMMISSION OF TEXAS:

COMES NOW, Bryan Frenchak, (Petitioner) and files this Petition with the Public Utility Commission of Texas (PUC) for expedited release from the Porter Municipal Utility District (Porter MUD) sewer certificate of convenience and necessity (CCN) No. 20573, pursuant to Texas Water Code Section 13.254 (a-5) and Rule 24.245 of the PUC's Rules found at 16 Texas Administrative Code § 24.245 and, in support thereof, would respectfully show the following:

**I. APPLICABLE REGULATIONS**

Section 13.254(a-5) 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 ANN. § 13.254(a-5). 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 rule adopted by the PUC pursuant to Section 13.254(a-5) 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 TEX. ADMIN. CODE § 24.245. Under Section 13.254(a-6), the PUC "shall grant a petition received under Section (a-5) not later than the 60<sup>th</sup> day after the date the landowner filed the petition."

**II. INFORMATION ABOUT THE PETITIONER**

The Petitioner's legal name is Bryan Frenchak.

**III. REQUEST FOR EXPEDITED RELEASE**

Petitioner owns approximately 99.878 acres of contiguous property in Montgomery County (Property). The Property is within the boundaries of sewer CCN No. 20573 held by Porter MUD. The Property does not receive service from any water or sewer provider. An affidavit in support of this Petition is attached hereto as Exhibit A. Maps showing the location of the Property, along with the digital data, are attached hereto as Exhibit B. The deed showing ownership of the

Property is attached hereto as Exhibit C. A copy of this petition has been mailed to Porter MUD via certified mail.

#### IV. CONCLUSION AND PRAYER

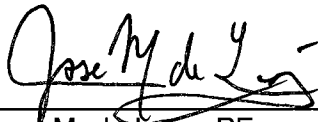
Texas Water Code Section 13.254(a-5) entitles Petitioner to expedited release of the Property described herein. The Property is greater than 25 acres, is not receiving water or sewer service, and is entirely within Montgomery County. Under Section 13.254(a-6), the PUC should grant this Petition no later than the 60th day after the date of filing. Petitioner respectfully requests that the PUC grant this Petition and issue an order under the authority of Section 13.254(a-5) releasing all portions of the Property that is within the boundaries of sewer CCN No. 20573.

Respectfully submitted,

Jose M. de Leon, PE  
jdeleon@venturieng.com

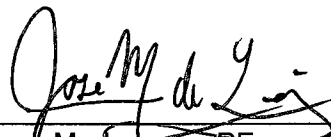
Venturi Engineers LLC  
26310 Oak Ridge Dr., Ste. 46  
The Woodlands, TX 77380  
Telephone: (832) 447-1237  
Facsimile: (832) 447-1237

BY:

  
\_\_\_\_\_  
Jose M. de Leon, PE

#### CERTIFICATE OF SERVICE

I hereby certify by my signature below that on the 5<sup>th</sup> day of August 2021, 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 Porter Municipal Utility District, 23922 Loop 494, Porter, TX, 77365.

  
\_\_\_\_\_  
Jose M. de Leon, PE

PUC DOCKET NO. \_\_\_\_\_

PETITION BY  
BRYAN FRENCHAK  
FOR EXPEDITED RELEASE  
FROM SEWER CCN NO. 20573  
HELD BY PORTER MUNICIPAL  
UTILITY DISTRICT

§  
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§  
§

BEFORE THE  
  
PUBLIC UTILITY COMMISSION  
  
OF TEXAS

**AFFIDAVIT FOR PETITION BY BRYAN FRENCHAK FOR  
EXPEDITED RELEASE PURSUANT TO TEXAS WATER CODE SECTION 13.254(A-5)**

State of Texas §

County of Montgomery §

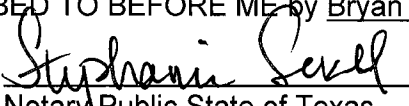
BEFORE ME, the undersigned notary, personally appeared Bryan Frenchak, the affiant, a person who is known to me. After administering an oath, the affiant testified that:

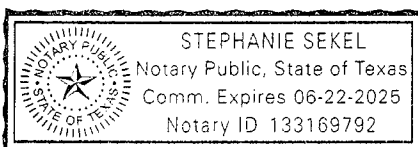
1. "My name is Bryan Frenchak. I am over the age of eighteen years, of sound mind, and capable of making this affidavit. The facts stated in the affidavit are within my personal knowledge and are true and correct.
2. I am the owner of approximately 99.878 acres of land, which is located within the boundaries of sewer Certificate of Convenience and Necessity No. 20573 issued to Porter Municipal Utility District. This property is located in Montgomery County, Texas. Exhibit B attached to this Petition is a true and correct copy identifying the property, its location, and the area of the CCNs.
3. The property in question is not receiving sewer service from Porter Municipal Utility District or any other sewer service provider. The property has not requested sewer service from Porter Municipal Utility District or paid any fees or charges to initiate or maintain sewer service, and there are no billing records or other documents indicating an existing account for the property.
4. I request that the Public Utility Commission on Texas release this property from sewer CCN No. 20573."

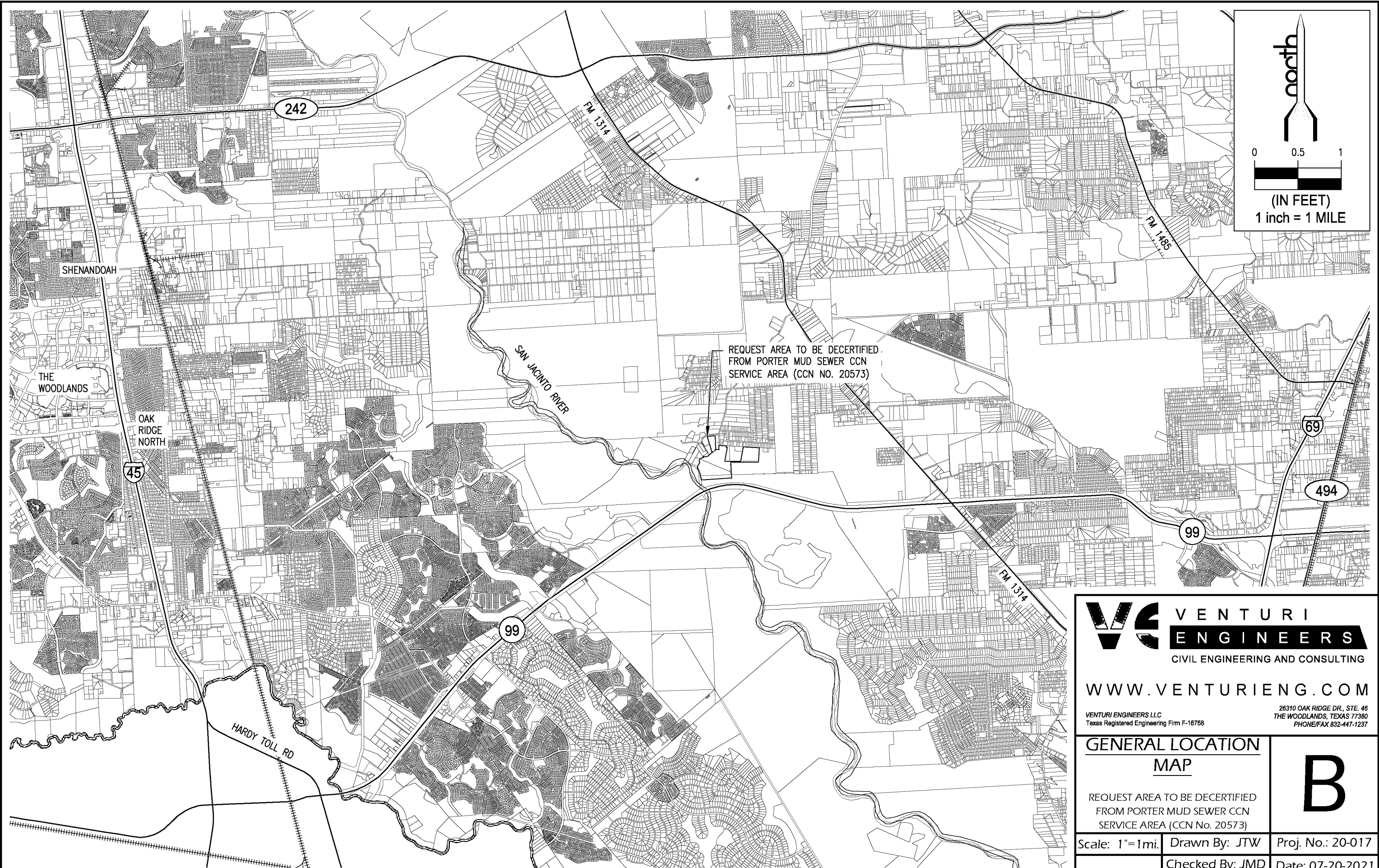
FURTHER AFFIANT SAYETH NOT.

  
Bryan Frenchak

SWORN TO AND SUBSCRIBED TO BEFORE ME by Bryan Frenchak on July 20, 2021.

  
Notary Public State of Texas





WWW.VENTURIENG.COM

VENTURI ENGINEERS LLC  
Texas Registered Engineering Firm F-16758

26310 OAK RIDGE DR., STE. 46  
THE WOODLANDS, TEXAS 77380  
PHONE/FAX 832-447-1237

GENERAL LOCATION  
MAP

REQUEST AREA TO BE DECERTIFIED  
FROM PORTER MUD SEWER CCN  
SERVICE AREA (CCN No. 20573)

B

Scale: 1"=1mi.	Drawn By: JTW	Proj. No.: 20-017
	Checked By: JMD	Date: 07-20-2021





CALLLED TRACT TWO:  
7.865 ACRES  
BRYAN FRENCHAK  
C.F.N. 2019025635  
O.P.R. M.C.T.

CALLLED TRACT ONE:  
92.013 ACRES  
BRYAN FRENCHAK  
C.F.N. 2019025635 O.P.R. M.C.T.

REQUEST AREA TO BE  
DECERTIFIED FROM PORTER  
MUD SEWER CCN NO. 20573



WWW.VENTURIENG.COM

VENTURI ENGINEERS LLC  
Texas Registered Engineering Firm F-18758

26310 OAK RIDGE DR., STE. 46  
THE WOODLANDS, TEXAS 77380  
PHONE/FAX 832-447-1237

DETAIL MAP

REQUEST AREA TO BE DECERTIFIED  
FROM PORTER MUD SEWER CCN  
SERVICE AREA (CCN No. 20573)

B

Scale: 1"=500'

Drawn By: JTW

Proj. No.: 20-017

Checked By: JMD

Date: 07-20-2021



The following files are not convertible:

Digital Map.dwg

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact [centralrecords@puc.texas.gov](mailto:centralrecords@puc.texas.gov) if you have any questions.

**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 preparer of a document may not include an individual's social security number in a document that is presented for recording in the office of the county clerk."*

**Deed of Trust**

**Terms**

**Date:** March 25, 2019

**Grantor(s):** BRYAN FRENCHAK, not joined herein by his spouse since the property constitutes no portion of his business or residential homestead

**Grantor's Mailing Address:**

43 N Provence  
The Woodlands, Texas 77382

**Trustee:** WILLIAM C. WAGNER, Trustee,

**Trustee's Mailing Address:**

4420 Cypress Creek Pkwy, Suite 101  
Houston, Texas 77068

**BENEFICIARY:** MARIE KELLEY THORNBLY, Individually and as Independent Executor of the Estate of BARBARA SUE SHAPLEY, Deceased

**Beneficiary's Mailing Address:**

22 S. Tallowberry Dr.  
Spring, Texas 77381

**Promissory Notes:**

Date:	March 25 2019
Original principal amount:	\$1,075,000.00
Borrowers:	Bryan Frenchak
Beneficiary:	MARIE KELLEY THORNBLY, Individually and as Independent Executor of the Estate of BARBARA SUE



	<b>SHAPLEY, Deceased</b>
Maturity date:	March 25, 2024
Terms of Payment:	As provided in the note.

**(Property (including any improvements):**

**TRACT ONE:**

Being a 92.013 acre tract of land situated in the Matilda Wilburn Survey, Abstract Number 591, the Wyatt Anderson Survey, Abstract Number 53, and the Allen Vince Survey, Abstract Number 582, of Montgomery County, Texas, and being out of and part of a called 92.181 acres as described in deed recorded in Clerk's File Number 2002-091442 of the Real Property Records of Montgomery County, Texas; said 92.013 acres being more particularly described as follows with all bearings based on the North line of the 92.181 acres per the recorded deed;

BEGINNING at an iron rod with survey cap, found for the most Easterly Northeast corner of the herein described tract, common with the upper Northwest corner of a called 74.194 acres as described in deed recorded in Clerk's File Number 2014117231 of said Real Property Records, same being in the South line of Lot 240 of GOLDEN TRAILS SUBDIVISION, according to the map or plat thereof, recorded in Cabinet A, Sheet 33B, of the Map Records of Montgomery County, Texas, and proceeding:

THENCE S 05°18'16" W, a distance of 875.45 feet, along the upper East line of the herein described tract, common with the upper West line of the 74.194 acres, to an iron rod with survey cap, found for the most upper Southeast corner of the herein described tract, common with an interior corner of the 74.194 acres;

THENCE N 88°07'24" W, 1684.97 feet, along the upper South line of the herein described tract, common with the lower North line of the 74.194 acres, to a point for an interior corner of the herein described tract, common with the lower Northwest corner of the 74.194 acres;

THENCE S 01°45'24" E, a distance of 969.93 feet, along the lower East line of the herein described tract, common with the lower West line of the 74.194 acres, to an iron rod with survey cap, found for the lower Southeast corner of the herein described tract, common with the lower Southwest corner of the 74.194 acres, same being in the North line of a called 742.8610 acres as described in deed recorded in Clerk's File Number 2018094303 of said Real Property Records;

THENCE S 88°26'57" W, a distance of 1857.23 feet, along the lower South line of the herein described tract, common with the North line of the 742.8610 acres, to an iron rod with survey cap, found for the Southwest corner of the herein described tract on the high bank of the San Jacinto River;

THENCE along the West line of the herein described tract, common with the high bank of the San Jacinto River, the following courses:

N 12°51'30" W, 343.32 feet;

N 02°03'31" E, 29.12 feet;

N 15°02'14" W, 132.48 feet;

N 17°59'15" W, 114.30 feet; and

N 31°59'25" W, 178.05 feet, to a point at the intersection with the centerline of a creek, common with the most Southerly corner of the residual of a called 15.532 acres as described in deed recorded in Clerk's File Number 2002-091443 of said Real Property Records;

THENCE along the West and Northwest lines of the herein described tract, common with the East and Southeast lines of the 15.532 acres, the Southeast line of a called 3.593 acres as described in deed recorded in Clerk's File Number 2012113394 of said Real Property Records, the Southeast line of a called 7.852 acres as described in deed recorded in Clerk's File Number 2002-091442 of said Real Property Records, and the centerline meanders of said creek, the following courses:

N 88°22'24" E, 38.02 feet;

N 14°51'32" E, 62.10 feet;

N 04°30'31" W, 85.10 feet;

N 45°48'43" E, 90.50 feet;

N 30°17'09" E, 143.10 feet;

N 33°04'27" W, 87.92 feet;

N 18°00'18" E, 129.11 feet;

N 69°21'49" E, 260.18 feet;

N 60°19'59" W, 40.90 feet;

N 52°05'05" E, 49.45 feet;

S 74°15'25" E, 92.98 feet;

N 88°32'42" E, 67.17 feet;

N 76°38'26" E, 94.88 feet;

N 47°56'47" E, 76.06 feet;

N 00°52'10" E, 16.28 feet;

N 52°16'14" E, 56.00 feet;

S 35°14'48" E, 21.89 feet;

N 41°16'22" E, 135.16 feet;

N 23°39'52" E, 14.24 feet;

N 89°31'04" E, 24.66 feet;

N 58°16'51" E, 82.30 feet;

N 03°19'57" W, 25.35 feet;

N 76°39'07" E, 31.01 feet;

S 12°13'54" E, 23.98 feet;

N 59°36'39" E, 103.59 feet;

N 20°28'54" E, 53.51 feet;

S 79°17'11" E, 23.58 feet; and

N 18°14'05" W, 22.52 feet, to a point for corner;

THENCE N 69°00'52" E, a distance of 47.77 feet, continuing along the Northwest line of the herein described tract, common with the Southeast line of the 7.852 acres, departing the centerline of said creek, to an iron rod with survey cap, found for corner of the herein described tract, common with the Southeast corner of the 7.852 acres and the Southwest corner of a called 2.00 acres as described in deed recorded in Clerk's File Number 2018021971 of said Real Property Records;

THENCE N 89°02'47" E, a distance of 200.00 feet, along a North line of the herein described tract, common with the South line of the 2.00 acres, to an iron rod with



survey cap, found for an interior corner of the herein described tract, common with the Southeast corner of the 2.00 acres;

THENCE N 00°57'13" W, a distance of 252.50 feet, along a West line of the herein described tract, common with the East line of the 2.00 acres, to a point for the most Northerly Northwest corner of the herein described tract, common with the Southwest corner of a 60 foot wide roadway;

THENCE S 84°41'44" E, a distance of 457.24 feet, along a North line of the herein described tract, common with the South line of the 60 foot wide roadway and the South line of Lots 202, 219 and 220 of GOLDEN TRAILS SUBDIVISION, to a point for an interior Northeast corner of the herein described tract, common with the Northwest corner of a called 0.1561 acre leased tower site as described in instrument recorded in Clerk's File Number 2018091805 of said Real Property Records;

THENCE S 12°14'21" W, a distance of 82.20 feet, along an interior East line of the herein described tract, common with the West line of the 0.1561 acre, to a point for an interior corner of the herein described tract, common with the Southwest corner of the 0.1561 acre;

THENCE S 70°43'14" E, a distance of 75.02 feet, along an interior North line of the herein described tract, common with the South line of the 0.1561 acre, to a point for an interior Northeast corner of the herein described tract, common with the Southeast corner of the 0.1561 acre, same being in the West line of the residual of a called 20.000 acres as described in deed recorded in Clerk's File Number 2002-123975 of said Real Property Records;

THENCE S 12°14'21" W, a distance of 844.61 feet, along an interior East line of the herein described tract, common with the West line of the 20.000 acres, to an iron rod with survey cap, found for an interior corner of the herein described tract, common with the Southwest corner of the 20.000 acres;

THENCE S 88°07'24" E, a distance of 966.95 feet, along an interior North line of the herein described tract, common with the South line of the 20.000 acres, to an iron rod with survey cap, found for an interior corner of the herein described tract, common with the Southeast corner of the 20.000 acres;

THENCE N 12°14'21" E, a distance of 886.80 feet, along an interior West line of the herein described tract, common with the East line of the 20.000 acres and the East line of a called 3.261 acres as described in deed recorded in Clerk's File Number 2009-034864 of said Real Property Records, to an iron rod with survey cap, found for an interior Northwest corner of the herein described tract, common with the Northeast corner of the 3.261 acres, same being in the South line of Lot 230 of GOLDEN TRAILS SUBDIVISION;

THENCE S 84°41'44" E, a distance of 977.63 feet, along a North line of the herein described tract, common with the South line of Lots 230 through 240 of GOLDEN TRAILS SUBDIVISION, back to the POINT OF BEGINNING and containing 92.013 acres of land as computed based on the survey and plat prepared by C & C Surveying, Inc. dated January 22, 2019.

TRACT TWO:

Being a 7.865 acre tract of land situated in the Matilda Wilburn Survey, Abstract Number 591, of Montgomery County, Texas, and being the same tract of land called 7.852 acres as described in deed recorded in Clerk's File Number 2002-091442, of the Real Property Records of Montgomery County, Texas; said 7.865 acres being more particularly described as follows with all bearings based on the North line of a called 92.181 acres as described in deed recorded in Clerk's File Number 2002-091442 of said Real Property Records;

BEGINNING at an iron rod with survey cap, found for the Southeast corner of the herein described tract, common with the Southwest corner of a called 2.00 acre tract described in deed recorded in Clerk's File Number 2018021971 of said Real Property Records, same being in a Northwest line of the 92.181 acres, and proceeding:

THENCE S 69°00'52" W, a distance of 47.77 feet, along the South line of the herein described tract, common with a Northwest line of the 92.181 acres, to a point in the centerline of a creek;

THENCE continuing along the South line of the herein described tract, common with a Northwest line of the 92.181 acres and the centerline meanders of said creek, the following courses:

S 18°14'05" E, 22.52 feet;

N 79°17'11" W, 23.58 feet;

S 20°28'54" W, 53.51 feet;

S 59°36'39" W, 103.59 feet;

N 12°13'54" W, 23.98 feet;

S 76°39'07" W, 31.01 feet;

S 03°19'57" E, 25.35 feet; and

S 58°16'51" W, 29.00 feet, to a point for the Southwest corner of the herein described tract, common with the Southeast corner of a called 3.593 acres as described in deed recorded in Clerk's File Number 2012113394 of said Real Property Records;

THENCE N 15°26'30" W, 1015.18 feet, along the West line of the herein described tract, common with the lower East line of the 3.593 acres and the East line of the residual of a called 15.532 acres as described in deed recorded in Clerk's File Number 2002-091443 of said Real Property Records, to a 1/2 inch iron rod (bent), found for the Northwest corner of the herein described tract, common with the Northeast corner of the 15.532 acres, same being in the Southeast right-of-way of Old Houston Road;

THENCE along the North line of the herein described tract, common with the South right-of-way of Old Houston Road, the following courses:

N 76°54'39" E, 39.38 feet; and

N 86°24'46" E, 445.85 feet, to an iron rod with survey cap, found for the Northeast corner of the herein described tract, same being in the West line of a called 2.00 acre tract described in deed recorded in Film Code Number 975-00-1428, of said Real Property Records;

THENCE S 00°57'13" E, a distance of 854.54 feet, along the East line of the herein described tract, common with the West line of the 2.00 acre tracts, back to the POINT OF BEGINNING and containing 7.865 acres of land as computed based on the survey and plat prepared by C & C Surveying, Inc. dated January 22, 2019.



NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF 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 PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF. (The "Property").

**Prior Lien:** NONE

**Other Exceptions to Conveyance and Warranty:** Liens described as part of the Consideration and any other liens described in the deed to Grantor as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of the Harris County and taxes for 2006, and subsequent assessments for that and prior years due to change in land usage, ownership, or both.

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

## **Clauses and Covenants**

### **A. Grantor's Obligations**

Grantor agrees to-

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. Intentionally Deleted
5. Intentionally Deleted;
6. Intentionally Deleted;

7. obey all laws, ordinances, and restrictive covenants applicable to the Property;
8. Intentionally Deleted; and
9. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments.

**B. Beneficiary's Rights**

1. Beneficiary may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.

2. If the proceeds of the Note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all the rights and liens of the holders of any debt so paid.

3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Beneficiary reasonably determines that repairs to the improvements are economically feasible, Beneficiary will make the insurance proceeds available to Grantor for repairs.

4. Notwithstanding note terms to the contrary, and unless applicable law prohibits, all payments received by Beneficiary from Grantor under the Note or this deed of trust may, at Beneficiary's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Beneficiary under the Note, to be applied to late charges, principal, or interest in the order Beneficiary in its discretion determines.

5. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

6. If there is a default on the Note or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Beneficiary may-

a. declare the unpaid principal balance and earned interest on the Note immediately due;

b. direct Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and

c. purchase the Property at any foreclosure sale by offering the highest bid and



then have the bid credited on the Note.

7. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

### **C. Trustee's Rights and Duties**

If directed by Beneficiary to foreclose this lien, Trustee will-

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

3. from the proceeds of the sale, pay, in this order-

a. expenses of foreclosure, including a reasonable commission to Trustee;

b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;

c. any amounts required by law to be paid before payment to Grantor; and

d. to Grantor, any balance; and

4. be indemnified by Beneficiary against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

### **D. General Provisions**

1. Grantor immediately upon the execution and delivery of this Deed of Trust, and thereafter from time to time, shall cause this Deed of Trust, any supplements hereto, any financing statements and each instrument of further assurance to be filed, registered or recorded and refiled, reregistered or rerecorded in such manner and in such places as may be required by any present or future Law in order to publish notice of and perfect the lien and security interest or estate created by this Deed of Trust on or in the Mortgaged Property, and shall pay all fees and costs in connection therewith..

2. Grantor agrees to pay or cause to be paid and to save Lender and Trustee harmless against liability for the payment of all reasonable out-of-pocket expenses, including fees and expenses of counsel for Beneficiary and of counsel for Trustee, incurred by Lender or Trustee from time to time (a) arising in connection with the preparation, execution and delivery of this

Deed of Trust, the Note and the other Loan Documents, and (b) relating to any requested amendments, waivers or consents to this Deed of Trust, the Note or any other Loan Document. Grantor agrees to pay or cause to be paid and to save Lender and Trustee harmless against liability for the payment of all out-of-pocket expenses, including fees and expenses of counsel for Beneficiary and of counsel for Trustee, incurred by Lender or Trustee from time to time (a) arising in connection with the performance of this Deed of Trust, the Note and the other Loan Documents, and (b) arising in connection with Beneficiary's or Trustee's enforcement or preservation of rights under this Deed of Trust, the Note or any other Loan Document, including such expenses as may be incurred by Lender or Trustee in the collection of the Note or the realization of security given for the Note. Grantor agrees to pay or cause to be paid and to save Lender harmless against liability for the payment of all reasonable fees and costs for appraisals and reappraisals required by Beneficiary from time to time.

3. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

4. Recitals in any trustee's deed conveying the Property will be presumed to be true.

5. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

6. This lien will remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.

7. If any portion of the Note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

8. Grantor assigns to Beneficiary all amounts payable to or received by Borrower from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Beneficiary will either release any remaining amounts to Grantor or apply such amounts to reduce the Note. Beneficiary will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Beneficiary notice of any actual or threatened proceedings for condemnation of all or part of the Property.

9. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the Note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income

and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property. Beneficiary will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the Note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Beneficiary's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.

10. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

11. In no event may this deed of trust secure payment of any debt subject to chapters 342, 343, 345, or 346 of the Texas Finance Code or create a lien otherwise prohibited by law.  
DRAFT

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

13. The term *Note* includes all extensions and renewals of the Note and all amounts secured by this deed of trust.

14. Grantor represents to Beneficiary that no part of the Property is exempt as homestead from forced sale under the Texas Constitution or other laws.

15. Grantor agrees to furnish on Beneficiary's request evidence satisfactory to Beneficiary that all taxes and assessments on the Property have been paid when due.

16. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.

17. If Grantor transfers any part of the Property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default. Exceptions to this provision are limited to (a) creation of a purchase-money security interest for household appliances; (b) transfer by devise, descent, or operation of law on the death of a co-Grantor; (c) grant of a leasehold interest of three years or less without an option to purchase; and (d) transfer from one spouse to the other or between co-Grantors.

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18. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

19. If Grantor and Borrower are not the same person, the term Grantor includes Borrower.

20. Grantor and each surety, endorser, and guarantor of the Note waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

21. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Beneficiary's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

22. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

#### **Special Provisions:**

1. PURCHASE MONEY LIEN AND VENDOR'S LIEN: The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the Property, and is also secured by a vendor's lien thereon retained in deed of even date herewith to the undersigned, and this Deed of Trust is given as additional security for the payment of said indebtedness.

2. CONSENT NOT REQUIRED: The Property may be sold, conveyed or leased without the consent of Beneficiary, provided any subsequent buyer assumes the Note.

3. ESCROW NOT REQUIRED: Grantor shall furnish Beneficiary annually, before the taxes become delinquent, evidence that all taxes on the property have been paid. Grantor shall furnish Beneficiary annually evidence of paid-up casualty insurance naming Beneficiary as an additional loss payee.

4. PARTIAL RELEASES. Grantor shall be entitled to partial releases from the Vendor's Lien and the lien evidenced by this deed of trust, provided that there has been full and complete satisfaction of all of the following terms and conditions with respect to such release sought:

A. Grantor shall not be in default in the payment of any or all of the payment obligations in the Note;

B. Grantor shall not be in default in the performance and observance of any of the covenants, agreements, terms, conditions or stipulations contained in the Note, this Deed of Trust or in any document evidencing an obligation secured hereby;

C. Grantor shall have paid, or caused to be paid to Lender the sum of \$21,375.00 per acre of the Release Parcel to be released by the partial release;

D. The tract sought to be released shall not be smaller than one acre;

E. For every acre out of the flood plain sought to be released Grantor must pay for an one half acre of property within the flood plain;

F. Grantor shall obtain and provide to Lender a current survey of the tract of land to be partially released;

G. Partial releases shall be in accordance with Exhibit A attached hereto and made a part hereof for all purposes in the numerical order set forth therein. Notwithstanding the forgoing, partial releases shall comply with E. above if floodplain property is not sufficient in size within a particular tract set forth in Exhibit A;

H. No partial release shall be granted if the result of such release results would impair the access to the remaining property subject to the lien herein. Lender reserves the right to refuse a requested partial release if the access to the remaining land effectively diminishes the value of the last tract to be released;

I. Grantor shall pay all expenses connected with or arising from any such request for partial release, or the actual release of a Release Parcel, including but not limited to, all expenses and costs of Lender, all reasonable and necessary attorney's fees and costs of Grantor to Lender, all survey costs, title insurance costs, and recording costs.

All sums received by Lender in payment for the partial release of a Release Partial shall be applied against the Promissory Note in the following manner: (a) to the payment of any sums advanced by Lender other than the Note, whether then due or not; (b) to the payment of accrued, unpaid interest; and (c) the remainder, if any, to the reduction of principal without prepayment premium or penalty. All payments in reduction of principal shall be applied, on account, to the balance of the principal then remaining unpaid, and the then remaining number of installments of principal and interest payable hereunder shall be reduced accordingly, but no such reduction of principal shall reduce the amount of any regular installment of principal and interest, or relieve Grantor from the obligation to pay, when due, the then remaining regular installments of principal and interest which are due following such reduction of principal until the entire Promissory Note is fully paid. Any such additional reduction of principal may advance final maturity, but shall not affect the amount or payment date of any installment under the Note.

5. REMOVAL OF TIMBER, SAND, AND GRAVEL. Removal of Timber, Sand, and Gravel in compliance with applicable law shall only be allowed upon released land as set forth above.



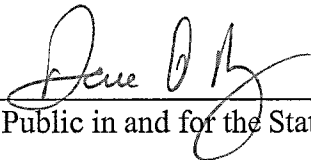
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BRYAN FRENCHAK



THE STATE OF TEXAS       §  
   §  
COUNTY OF MONTGOMERY   §

This instrument was acknowledged before me on March 25, 2019 by Bryan Frenchak.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas

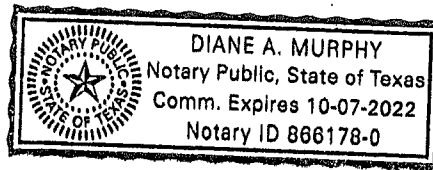
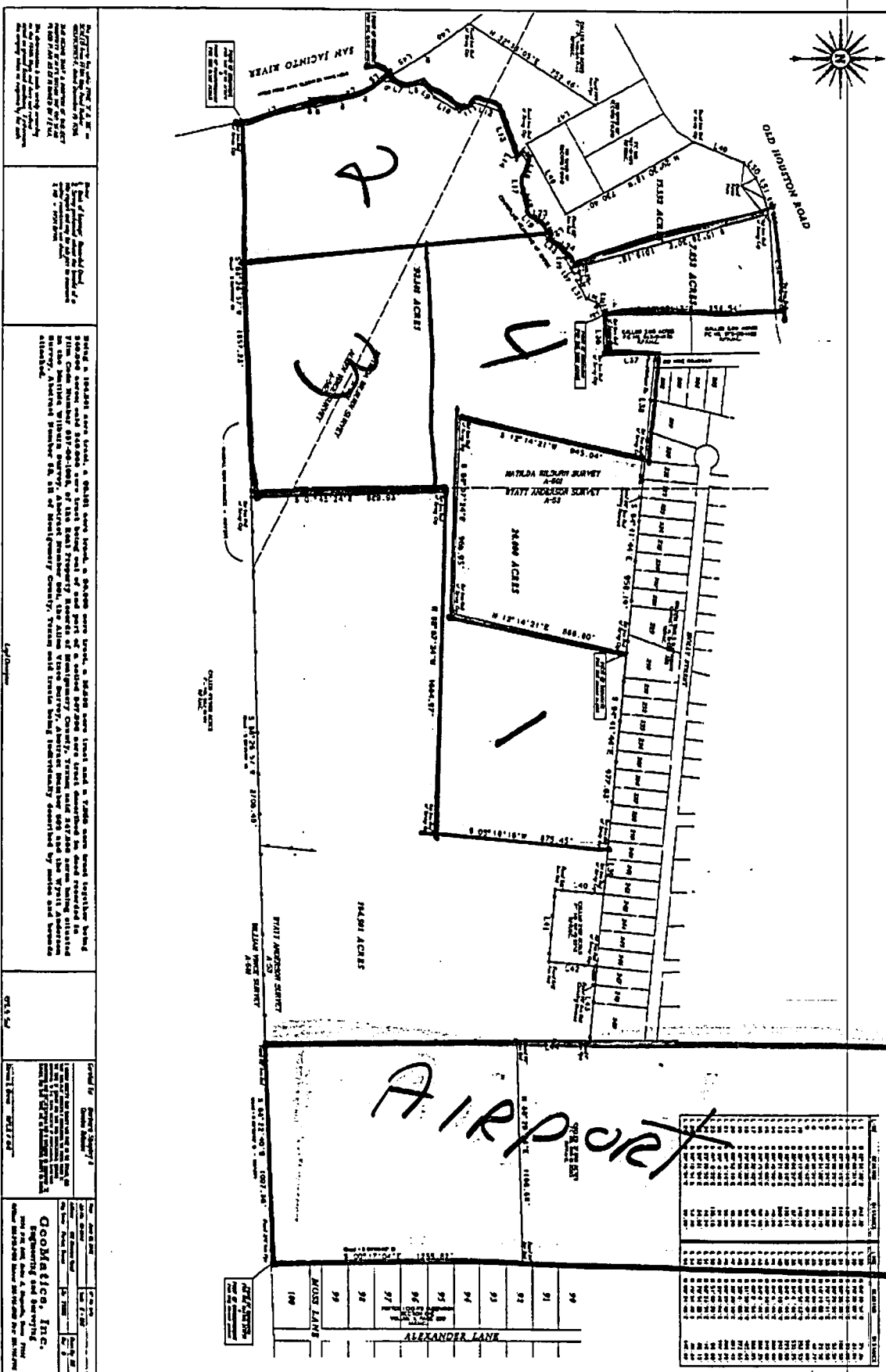


Exhibit "A"



**E-FILED FOR RECORD**

**04/01/2019 01:17PM**



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.

**04/01/2019**



County Clerk  
Montgomery County, Texas

**SPECIAL WARRANTY DEED  
WITH RETAINED VENDOR'S LIEN**

**NOTICE OF CONFIDENTIALITY RIGHTS:** If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

Date: MARCH 25, 2019

Grantor: **Cindy Marie Kelley Thornby, Independent Executor of the Estate of Barbara Sue Storey Shapley**

Grantor's Mailing Address:  
22 S. Tallowberry Dr.  
Spring, TX 77381

Grantee: **Bryan Frenchak**

Grantee's Mailing Address:  
43 N Provence  
The Woodlands, TX 77382

Consideration: **TEN AND NO/100 DOLLARS (\$10.00) cash, and a note of even date executed by Grantee, payable to the order of Estate of Barbara Sue Storey Shapley, hereinafter "Lender" in the principal amount of ONE MILLION SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,075,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this Deed in favor of Lender and by a first-lien deed of trust of even date from Grantee to William C. Wagner, Trustee. Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property is retained for the benefit of the Estate of Barbara Sue Storey Shapley and is transferred to the Estate of Barbara Sue Storey Shapley, without recourse against Grantor.**

Property: **Two Tracts of land:**

Tract One: Being a 92.013 acre tract of land situated in the Matilda Wilburn Survey, Abstract Number 591, the Wyatt Anderson Survey, Abstract Number 53, and the Allen Vince Survey, Abstract Number 582, of Montgomery County, Texas, and being out of and part of a called 92.181 acres as described in deed recorded in Clerk's File Number 2002-091442 of the Real Property Records of Montgomery County, Texas; said 92.013 acres being more particularly described



by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

Tract Two: Being a 7.865 acre tract of land situated in the Matilda Wilburn Survey, Abstract Number 591, of Montgomery County, Texa, and being the same tract of land called 7.852 acres as described in deed recorded in Clerk's File Number 2001-091442, of the Real Property Records of Montgomery County, Texas; said 7.865 acres being more particularly described by metes and bounds of Exhibit "B" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty: Easements, rights-of-way, and prescriptive rights, whether of record or not, all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other instruments, other than liens and conveyances, that affect the property.

**SAVE and EXCEPT**, and there is hereby **RESERVED** unto Grantor, Grantor's, successors and assigns, all of the oil, gas and other minerals in and under and that may be produced from the above described property that Grantor may own; provided however, Grantor does hereby waive, release and relinquish unto Grantee any and all rights, title and interest in and to the use of the surface of the Property for any reason whatsoever and further agrees that in conducting any operations with respect to the exploration for and production, processing, transporting and marketing of oil, gas and other minerals from said Property, not to use or occupy any portion of the surface of said Property and not to place any fixtures, equipment, buildings or structures on the surface of said Property. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor, if any, with land other than the Property; or the exploration or production of the oil, gas or other minerals by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations in no manner interfere with the surface of subsurface support of any improvements constructed or to be constructed on the Property.

Subject to the warranty of title given upon the Property, and except for the representations, warranties and covenants and all matters expressly stated in the Commercial Contract-Unimproved Property, dated with effective date of October 4, 2018, as therein amended, Grantee acknowledges by acceptance of this Deed its understanding that the Property is being sold in its present condition **"AS IS – WHERE IS"** and **"WITH ALL FAULTS AND DEFECTS OF ANY KIND**, if any, without representation, warranty or liability, express or implied, for and of suitability, habitability, marketability or fitness for a particular or intended purpose. Grantee has not received from Grantor or from any person representing Grantor, and Grantee has not relied upon, any representations or warranties or other assertions with respect to the Property, except for the warranty of title. **GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW WITH**

RESPECT TO ANY MATTER CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL CONDITIONS OF THE PROPERTY. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES, GRANTOR EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED AS TO THE FITNESS, VALUE, SIZE, UTILITY AVAILABILITY, PROFITABILITY, SALABILITY, MERCHANTABILITY, OR HABITABILITY OF THE PROPERTY OR OTHERWISE. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES, GRANTEE WAIVES ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED. FURTHER, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES, GRANTOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE ENVIRONMENTAL CONDITION OF THE PROPERTY, ALL OF SUCH RISK BEING EXPRESSLY BORNE BY THE GRANTEE AS A MATERIAL PART OF THE TRANSACTION.

BUYER REPRESENTS THAT IT IS KNOWLEDGEABLE IN REAL ESTATE MATTERS, SPECIFICALLY INCLUDING PROPERTY SIMILAR TO THE PROPERTY. BUYER REPRESENTS AND COVENANTS IT EITHER HAS OR WILL CAREFULLY INSPECT THE PROPERTY AND CONSULT WITH COMPETENT PROFESSIONALS BEFORE DETERMINING TO PROCEED WITH THE PURCHASE. BUYER IS NOT RELYING (AND WILL NOT RELY IN THE FUTURE) ON ANY STATEMENTS, FACTS OR REPRESENTATIONS, ORAL OR WRITTEN, MADE BY SELLER, EXCEPT AS OTHERWISE SET FORTH HEREIN. IN THE EVENT THAT (I) THERE IS NO INSPECTION, OR (II) BUYER ELECTS TO PROCEED WITH PURCHASE OF THE PROPERTY AFTER ANY INSPECTION, BUYER REPRESENTS TO SELLER THAT ITS PURCHASE OF THE PROPERTY IS MADE WITH FULL KNOWLEDGE OF ITS CURRENT CONDITION, THAT BUYER HAS EXTENSIVELY INSPECTED THE PROPERTY AND IS FULLY FAMILIAR WITH ITS DEFECTS AND, CONSIDERING THE FOREGOING, BUYER DESIRES TO PURCHASE THE PROPERTY WITH FULL KNOWLEDGE OF ITS CONDITION AND DEFECTS.

Grantor, for the consideration and subject to the restrictions, reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise.

Grantor is acting herein in her capacity as Independent Executor of the Estate of Barbara Sue Storey Shapley, Deceased pursuant to her Will, admitted to probate in Cause No. 17-35013-P in the County Court at Law Number 2 of Montgomery County, Texas. The foregoing covenants and agreements made by Grantor are made in her fiduciary capacity as Independent Executor of the Estate of Barbara Sue Storey Shapley, Deceased. The liability of Grantor under those covenants and agreements is

limited to Grantor acting in that fiduciary capacity and is limited to the assets of the Estate held by the Grantor at the time any such liability may be conclusively established.

Ad valorem taxes, if any, against the Property for the year 2019 have been prorated between Grantor and Grantee as of the date of this Special Warranty Deed and Grantee hereby expressly assumes and agrees to pay the same. Further, Grantee hereby expressly stipulates that if this purchase and sale, or Grantee's use of the Property after the date of this Special Warranty Deed, results in additional assessments for periods before the date of this Special Warranty Deed, the assessments will be the obligation of Grantee.

The Vendor's Lien and superior title to the property are retained until the note described is fully paid according to its terms, at which time this deed shall become absolute.

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

SIGNATURE PAGE TO FOLLOW:

Executed this the 25 day of March, 2019.

GRANTOR:  
Estate of Barbara Sue Storey Shapley

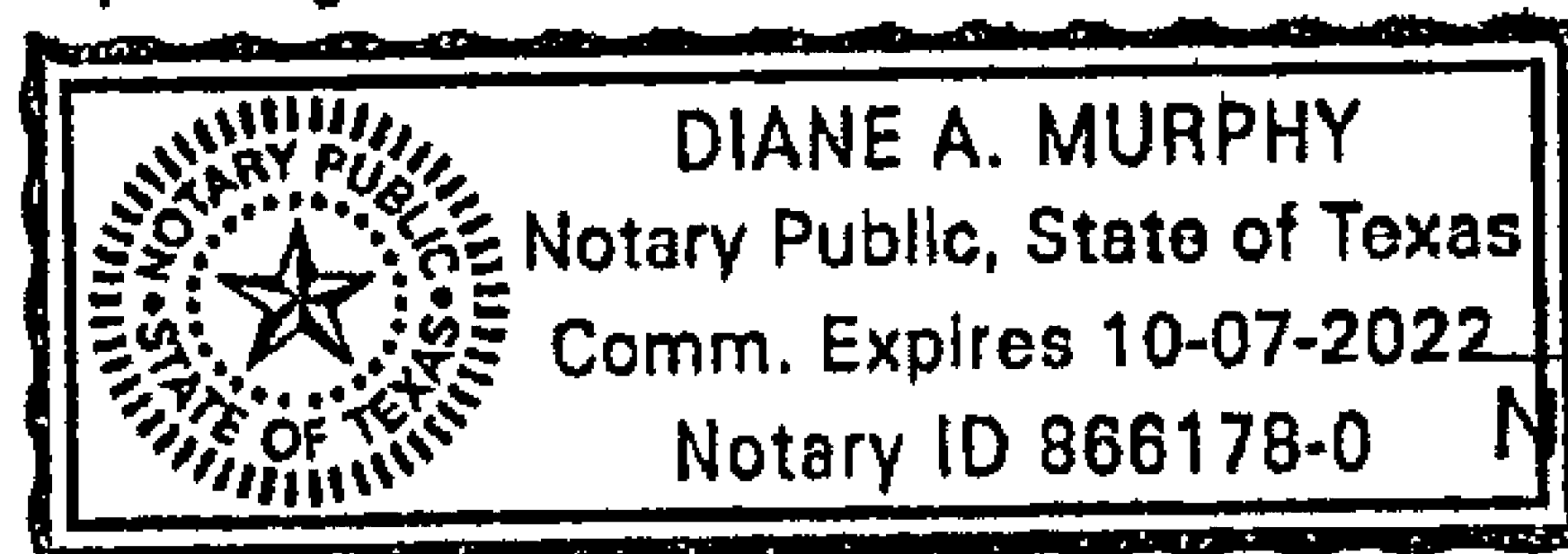
By: Cindy Marie Kelley Thornby  
Name: Cindy Marie Kelley Thornby  
Title: Independent Executor

ACCEPTED BY GRANTEE:

By: \_\_\_\_\_  
Name: Bryan Frenchak

THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 25 day of MARCH, 2019 by Cindy Marie Kelley Thornby, Independent Executor of the Estate of Barbara Sue Storey Shapley, (Grantor), for the purpose and in the capacity therein stated.



[Signature]  
Notary Public in and for the State of Texas

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Bryan Frenchak (Grantee), for the purpose and in the capacity therein stated.

\_\_\_\_\_  
Notary Public in and for the State of Texas

After Recording Return to Grantee's Address:  
Bryan Frenchak  
43 N Provence  
The Woodlands, TX 77382



Executed this the 25 day of MARCH, 2019.

GRANTOR:  
Estate of Barbara Sue Storey Shapley

By: \_\_\_\_\_  
Name: Cindy Marie Kelley Thornby  
Title: Independent Executor

ACCEPTED BY GRANTEE:

By: \_\_\_\_\_  
Name: Bryan Frenchak

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Cindy Marie Kelley Thornby, Independent Executor of the Estate of Barbara Sue Storey Shapley, (Grantor), for the purpose and in the capacity therein stated.

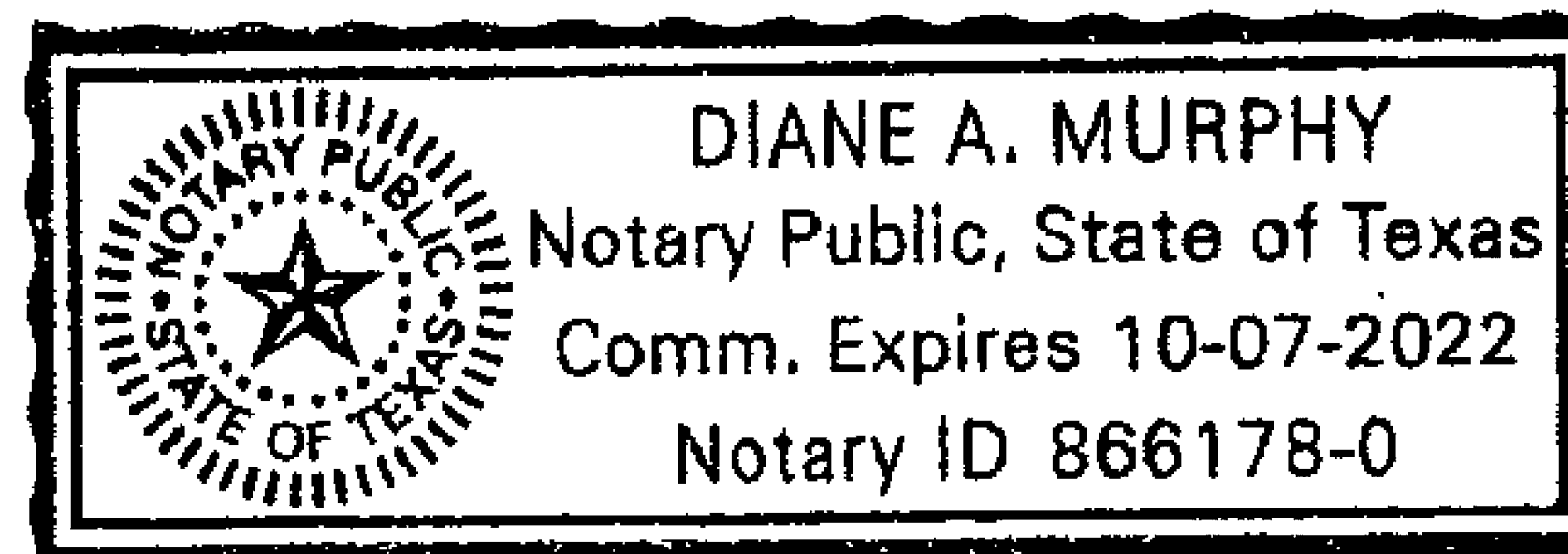
\_\_\_\_\_  
Notary Public in and for the State of Texas

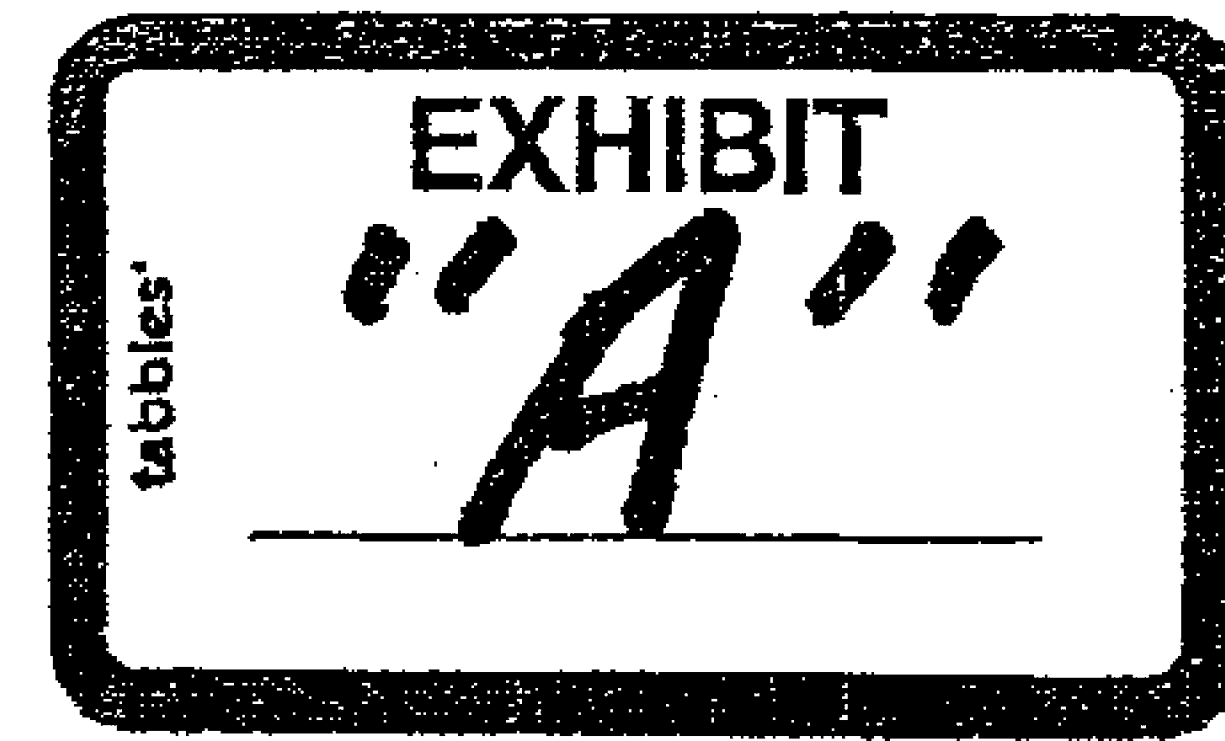
THE STATE OF TEXAS  
COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 25 day of MARCH, 2019, by Bryan Frenchak (Grantee), for the purpose and in the capacity therein stated.

\_\_\_\_\_  
Notary Public in and for the State of Texas

After Recording Return to Grantee's Address:  
Bryan Frenchak  
43 N Provence  
The Woodlands, TX 77382





## Metes and Bounds

92.013 Acres

Matilda Wilburn Survey, Abstract Number 591

Wyatt Anderson Survey, Abstract Number 53

Allen Vince Survey, Abstract Number 582

Montgomery County, Texas

*Being a 92.013 acre tract of land situated in the Matilda Wilburn Survey, Abstract Number 591, the Wyatt Anderson Survey, Abstract Number 53, and the Allen Vince Survey, Abstract Number 582, of Montgomery County, Texas, and being out of and part of a called 92.181 acres as described in deed recorded in Clerk's File Number 2002-091442 of the Real Property Records of Montgomery County, Texas; said 92.013 acres being more particularly described as follows with all bearings based on the North line of the 92.181 acres per the recorded deed;*

BEGINNING at an iron rod with survey cap, found for the most Easterly Northeast corner of the herein described tract, common with the upper Northwest corner of a called 74.194 acres as described in deed recorded in Clerk's File Number 2014117231 of said Real Property Records, same being in the South line of Lot 240 of GOLDEN TRAILS SUBDIVISION, according to the map or plat thereof, recorded in Cabinet A, Sheet 33B, of the Map Records of Montgomery County, Texas, and proceeding:

THENCE S 05°18'16" W, a distance of 875.45 feet, along the upper East line of the herein described tract, common with the upper West line of the 74.194 acres, to an iron rod with survey cap, found for the most upper Southeast corner of the herein described tract, common with an interior corner of the 74.194 acres;

THENCE N 88°07'24" W, 1684.97 feet, along the upper South line of the herein described tract, common with the lower North line of the 74.194 acres, to a point for an interior corner of the herein described tract, common with the lower Northwest corner of the 74.194 acres;

THENCE S 01°45'24" E, a distance of 969.93 feet, along the lower East line of the herein described tract, common with the lower West line of the 74.194 acres, to an iron rod with survey cap, found for the lower Southeast corner of the herein described tract, common with the lower Southwest corner of the 74.194 acres, same being in the North line of a called 742.8610 acres as described in deed recorded in Clerk's File Number 2018094303 of said Real Property Records;

THENCE S 88°26'57" W, a distance of 1857.23 feet, along the lower South line of the herein described tract, common with the North line of the 742.8610 acres, to an iron rod with survey cap, found for the Southwest corner of the herein described tract on the high bank of the San Jacinto River;

THENCE along the West line of the herein described tract, common with the high bank of the San Jacinto River, the following courses:

N 12°51'30" W, 343.32 feet;

N 02°03'31" E, 29.12 feet;

N 15°02'14" W, 132.48 feet;

N 17°59'15" W, 114.30 feet; and

N 31°59'25" W, 178.05 feet, to a point at the intersection with the centerline of a creek, common with the most Southerly corner of the residual of a called 15.532 acres as described in deed recorded in Clerk's File Number 2002-091443 of said Real Property Records;

THENCE along the West and Northwest lines of the herein described tract, common with the East and Southeast lines of the 15.532 acres, the Southeast line of a called 3.593 acres as described in deed recorded in Clerk's File Number 2012113394 of said Real Property Records, the Southeast line of a called 7.852 acres as described in deed recorded in Clerk's File Number 2002-091442 of said Real Property Records, and the centerline meanders of said creek, the following courses:

N 88°22'24" E, 38.02 feet;  
N 14°51'32" E, 62.10 feet;  
N 04°30'31" W, 85.10 feet;  
N 45°48'43" E, 90.50 feet;  
N 30°17'09" E, 143.10 feet;  
N 33°04'27" W, 87.92 feet;  
N 18°00'18" E, 129.11 feet;  
N 69°21'49" E, 260.18 feet;  
N 60°19'59" W, 40.90 feet;  
N 52°05'05" E, 49.45 feet;  
S 74°15'25" E, 92.98 feet;  
N 88°32'42" E, 67.17 feet;  
N 76°38'26" E, 94.88 feet;  
N 47°56'47" E, 76.06 feet;  
N 00°52'10" E, 16.28 feet;  
N 52°16'14" E, 56.00 feet;  
S 35°14'48" E, 21.89 feet;  
N 41°16'22" E, 135.16 feet;  
N 23°39'52" E, 14.24 feet;  
N 89°31'04" E, 24.66 feet;  
N 58°16'51" E, 82.30 feet;  
N 03°19'57" W, 25.35 feet;  
N 76°39'07" E, 31.01 feet;  
S 12°13'54" E, 23.98 feet;  
N 59°36'39" E, 103.59 feet;  
N 20°28'54" E, 53.51 feet;  
S 79°17'11" E, 23.58 feet; and  
N 18°14'05" W, 22.52 feet, to a point for corner;

THENCE N 69°00'52" E, a distance of 47.77 feet, continuing along the Northwest line of the herein described tract, common with the Southeast line of the 7.852 acres, departing the centerline of said creek, to an iron rod with survey cap, found for corner of the herein described tract, common with the Southeast corner of the 7.852 acres and the Southwest corner of a called 2.00 acres as described in deed recorded in Clerk's File Number 2018021971 of said Real Property Records;

THENCE N 89°02'47" E, a distance of 200.00 feet, along a North line of the herein described tract, common with the South line of the 2.00 acres, to an iron rod with survey cap, found for an interior corner of the herein described tract, common with the Southeast corner of the 2.00 acres;

THENCE N 00°57'13" W, a distance of 252.50 feet, along a West line of the herein described tract, common with the East line of the 2.00 acres, to a point for the most Northerly Northwest corner of the herein described tract, common with the Southwest corner of a 60 foot wide roadway;

THENCE S 84°41'44" E, a distance of 457.24 feet, along a North line of the herein described tract, common with the South line of the 60 foot wide roadway and the South line of Lots 202, 219 and 220 of GOLDEN TRAILS SUBDIVISION, to a point for an interior Northeast corner of the herein described tract, common with the Northwest corner of a called 0.1561 acre leased tower site as described in instrument recorded in Clerk's File Number 2018091805 of said Real Property Records;

THENCE S 12°14'21"W, a distance of 82.20 feet, along an interior East line of the herein described tract, common with the West line of the 0.1561 acre, to a point for an interior corner of the herein described tract, common with the Southwest corner of the 0.1561 acre;

THENCE S 70°43'14"E, a distance of 75.02 feet, along an interior North line of the herein described tract, common with the South line of the 0.1561 acre, to a point for an interior Northeast corner of the herein described tract, common with the Southeast corner of the 0.1561 acre, same being in the West line of the residual of a called 20.000 acres as described in deed recorded in Clerk's File Number 2002-123975 of said Real Property Records;

THENCE S 12°14'21" W, a distance of 844.61 feet, along an interior East line of the herein described tract, common with the West line of the 20.000 acres, to an iron rod with survey cap, found for an interior corner of the herein described tract, common with the Southwest corner of the 20.000 acres;

THENCE S 88°07'24" E, a distance of 966.95 feet, along an interior North line of the herein described tract, common with the South line of the 20.000 acres, to an iron rod with survey cap, found for an interior corner of the herein described tract, common with the Southeast corner of the 20.000 acres;

THENCE N 12°14'21" E, a distance of 886.80 feet, along an interior West line of the herein described tract, common with the East line of the 20.000 acres and the East line of a called 3.261 acres as described in deed recorded in Clerk's File Number 2009-034864 of said Real Property Records, to an iron rod with survey cap, found for an interior Northwest corner of the herein described tract, common with the Northeast corner of the 3.261 acres, same being in the South line of Lot 230 of GOLDEN TRAILS SUBDIVISION;

THENCE S 84°41'44" E, a distance of 977.63 feet, along a North line of the herein described tract, common with the South line of Lots 230 through 240 of GOLDEN TRAILS SUBDIVISION, back to the **POINT OF BEGINNING** and containing 92.013 acres of land as computed based on the survey and plat prepared by C & C Surveying, Inc. dated January 22, 2019.

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Steven L. Crews, Registered Professional Land Surveyor, Number 4141  
01-1044-92  
06/13/02



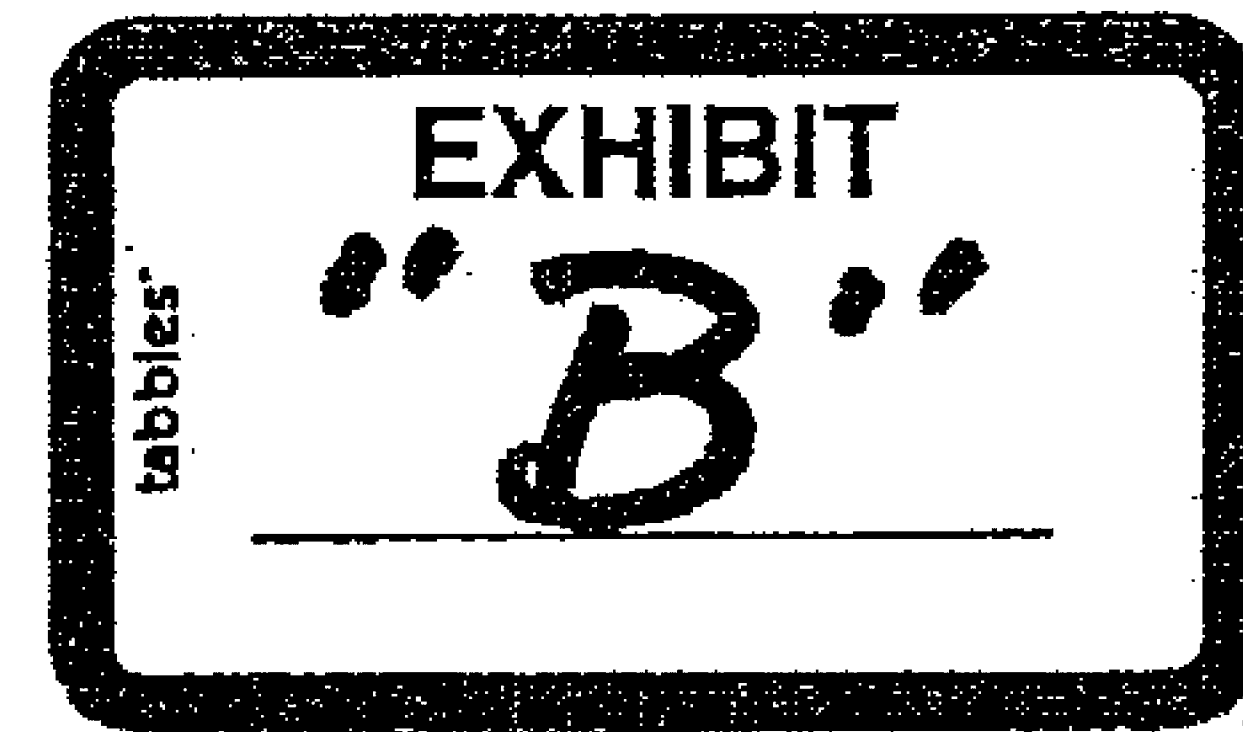
*C & C Surveying, Inc.*

7424 F.M. 1488, Suite A  
Magnolia, Texas 77354  
Office: 281-259-4377 Metro: 281-356-5172

**Metes and Bounds**

7.865 Acres

**Matilda Wilburn Survey, Abstract Number 591  
Montgomery County, Texas**



*Being a 7.865 acre tract of land situated in the Matilda Wilburn Survey, Abstract Number 591, of Montgomery County, Texas, and being the same tract of land called 7.852 acres as described in deed recorded in Clerk's File Number 2002-091442, of the Real Property Records of Montgomery County, Texas; said 7.865 acres being more particularly described as follows with all bearings based on the North line of a called 92.181 acres as described in deed recorded in Clerk's File Number 2002-091442 of said Real Property Records;*

BEGINNING at an iron rod with survey cap, found for the Southeast corner of the herein described tract, common with the Southwest corner of a called 2.00 acre tract described in deed recorded in Clerk's File Number 2018021971 of said Real Property Records, same being in a Northwest line of the 92.181 acres, and proceeding:

THENCE S 69°00'52" W, a distance of 47.77 feet, along the South line of the herein described tract, common with a Northwest line of the 92.181 acres, to a point in the centerline of a creek;

THENCE continuing along the South line of the herein described tract, common with a Northwest line of the 92.181 acres and the centerline meanders of said creek, the following courses:

S 18°14'05" E, 22.52 feet;

N 79°17'11" W, 23.58 feet;

S 20°28'54" W, 53.51 feet;

S 59°36'39" W, 103.59 feet;

N 12°13'54" W, 23.98 feet;

S 76°39'07" W, 31.01 feet;

S 03°19'57" E, 25.35 feet; and

S 58°16'51" W, 29.00 feet, to a point for the Southwest corner of the herein described tract, common with the Southeast corner of a called 3.593 acres as described in deed recorded in Clerk's File Number 2012113394 of said Real Property Records;

THENCE N 15°26'30" W, 1015.18 feet, along the West line of the herein described tract, common with the lower East line of the 3.593 acres and the East line of the residual of a called 15.532 acres as described in deed recorded in Clerk's File Number 2002-091443 of said Real Property Records, to a 1/2 inch iron rod (bent), found for the Northwest corner of the herein described tract, common with the Northeast corner of the 15.532 acres, same being in the Southeast right-of-way of Old Houston Road;

THENCE along the North line of the herein described tract, common with the South right-of-way of Old Houston Road, the following courses:

N 76°54'39" E, 39.38 feet; and

N 86°24'46" E, 445.85 feet, to an iron rod with survey cap, found for the Northeast corner of the herein described tract, same being in the West line of a called 2.00 acre tract described in deed recorded in Film Code Number 975-00-1428, of said Real Property Records;

THENCE S 00°57'13" E, a distance of 854.54 feet, along the East line of the herein described tract, common with the West line of the 2.00 acre tracts, back to the **POINT OF BEGINNING** and containing 7.865 acres of land as computed based on the survey and plat prepared by C & C Surveying, Inc. dated January 22, 2019.



E-FILED FOR RECORD

04/01/2019 01:17PM

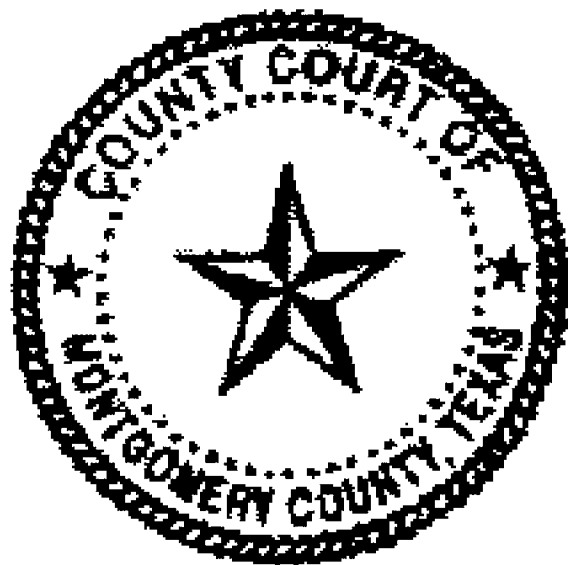


COUNTY CLERK  
MONTGOMERY COUNTY, TEXAS

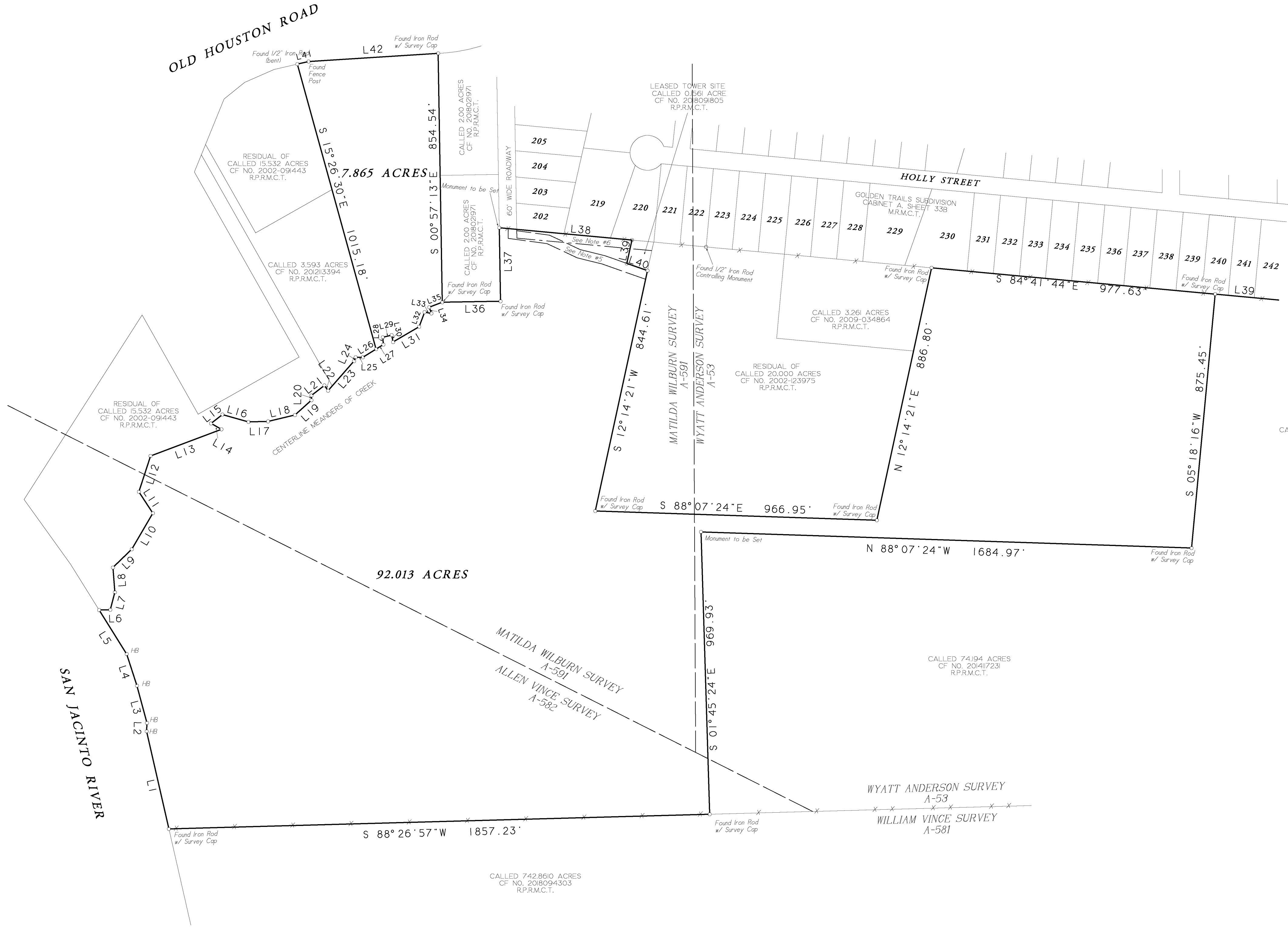
STATE OF TEXAS,  
COUNTY OF MONTGOMERY

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.

04/01/2019



County Clerk  
Montgomery County, Texas



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L 1	N 12° 51' 30" W	343.32'	L 22	S 35° 14' 48" E	21.89'
L 2	N 02° 03' 31" E	29.12'	L 23	N 41° 16' 22" E	135.16'
L 3	N 15° 02' 14" W	132.48'	L 24	N 23° 39' 52" E	14.24'
L 4	N 17° 59' 15" W	114.30'	L 25	N 89° 31' 04" E	24.66'
L 5	N 31° 59' 25" W	178.05'	L 26	N 58° 16' 51" E	53.30'
L 6	N 88° 22' 24" E	38.02'	L 27	N 58° 16' 51" E	29.00'
L 7	N 14° 51' 32" E	62.10'	L 28	N 03° 19' 57" W	25.35'
L 8	N 04° 30' 31" W	85.10'	L 29	N 78° 39' 07" E	31.01'
L 9	N 45° 48' 43" E	90.50'	L 30	S 12° 13' 54" E	23.98'
L 10	N 30° 17' 09" E	143.10'	L 31	N 59° 36' 39" E	103.59'
L 11	N 33° 04' 27" W	87.92'	L 32	N 20° 28' 54" E	53.51'
L 12	N 18° 00' 18" E	129.11'	L 33	S 79° 17' 11" E	23.58'
L 13	N 69° 21' 49" E	260.18'	L 34	N 18° 14' 05" W	22.52'
L 14	N 60° 19' 59" W	40.90'	L 35	N 69° 00' 52" E	47.77'
L 15	N 52° 05' 05" E	49.45'	L 36	N 89° 02' 47" E	200.00'
L 16	S 74° 15' 25" E	92.98'	L 37	N 00° 57' 13" W	252.50'
L 17	N 88° 32' 42" E	67.17'	L 38	S 84° 41' 44" E	457.24'
L 18	N 79° 38' 26" E	94.88'	L 39	S 12° 14' 21" W	82.20'
L 19	N 47° 56' 47" E	76.06'	L 40	S 70° 43' 14" E	75.02'
L 20	N 00° 52' 10" E	16.28'	L 41	N 76° 54' 39" E	39.38'
L 21	N 52° 16' 14" E	56.00'	L 42	N 86° 24' 46" E	445.85'

This property lies within ZONE 'X' & 'AE' as  
SCALED from FEMA Map Panel Number  
48339C0575G, dated August 18, 2014.

THIS MEANS THAT A PORTION OF SUBJECT  
PROPERTY SCALES WITHIN THE 100 YEAR  
FLOOD PLAIN AS DETERMINED BY FEMA.

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

- Notes:
1. Basis of bearings: North line of called 92.018  
acres per the Recorded Deed.
  2. Subject to a pipeline easement granted to  
Tide Water Oil Company as described in  
Volume 156, Page 245, D.R.M.C.T. (not able to be  
plotted hereon by the description of the easement).
  3. Subject to pipeline easements granted to Texas  
Illinois Natural Gas Pipeline Company as described in  
Volume 300, Page 455 and Volume 301, Page 311, D.R.M.C.T.  
(not able to be plotted hereon by the description of the  
easements).
  4. Subject to easement granted to Entergy Texas, Inc.  
as described in CF No. 201611018, R.P.R.M.C.T.  
(not able to be plotted hereon by the description of the  
easement).
  5. Subject to 0.34664 acre Access & Utility Easement as  
described in CF No. 201809805, R.P.R.M.C.T.
  6. Subject to 0.323 acre Utility Easement as described in  
CF Nos. 2002-123975 and 2003-07096, R.P.R.M.C.T.

HB - HIGH BANK

**TRACT ONE**  
Being a 92.013 acre tract of land situated in the Matilda Wilburn Survey, Abstract Number 591, the Wyatt Anderson Survey, Abstract Number 53, and the Allen Vince Survey, Abstract Number 582, all of Montgomery County, Texas, and being out of and part of a called 92.181 acres as described in deed recorded in Clerk's File Number 2002-091442 of the Real Property Records of Montgomery County, Texas; said 92.013 acres being more particularly described by metes and bounds attached.

**TRACT TWO**  
Being a 7.865 acre tract of land situated in the Matilda Wilburn Survey, Abstract Number 591, of Montgomery County, Texas, and being the same tract of land called 7.852 acres as described in deed recorded in Clerk's File Number 2002-091442 of the Real Property Records of Montgomery County, Texas; said 7.865 acres being more particularly described by metes and bounds attached.

RPLS Seal

Certified To: Old Republic Title Company

Dwyer: Bryan Frenchak and/or assigns

I HEREBY CERTIFY THIS SURVEY WAS MADE ON THE GROUND, AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY I(A), CONDITION III SURVEY, AND THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN.

*Steven L. Crews*

Steven L. Crews RPLS # 4141

Date: January 22, 2019	CF No. 18040963
Job No. 19-0031	Scale: 1" = 200'
Address: Old Houston Road	Drawn By: SC
City, State: Porter, Texas	Zip: 77365 Rev: 0

**C & C Surveying, Inc.**

7424 F.M. 1488, Suite A, Magnolia, Texas 77354

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

Fax: 281-356-1935