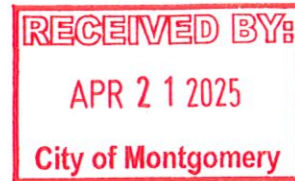


April 17, 2025



VIA FEDERAL EXPRESS

City of Montgomery  
Ms. Ruby Beaven, City Secretary  
101 Old Plantersville Road,  
Montgomery, TX 77316

Re: Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction  
(the "Petition") – 13.842 acres (the "Land")

Dear Ms. Beaven:

Please find enclosed, for consideration by the Mayor and City Council of the City of Montgomery, Texas (the "City"), one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 13.842 acres of land located in the City's extraterritorial jurisdiction (the "Land").

In accordance with Section 42.105(c) of the Local Government Code, we respectfully request that the City take official action to release the Land from the City's extraterritorial jurisdiction. Should you have any questions, or need additional information, regarding this matter or the enclosed document, please feel free to call me at (281) 705-6416. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to be "CW", with a long horizontal flourish extending to the right.

Chris Wren

Enclosure

CC: City Attorney, Alan P. Petrov\  
Johnson Petrov LLP  
2929 Allen Pkwy Ste 3150  
Houston, TX 77019

The Petitioner represents that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioner represents that the Land is not in an area designated as an industrial district under Section 42.944 of the Texas Local Government Code.

VI.

The Petitioner represents that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully prays that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives the petition or the next meeting of municipality's governing body that occurs after the 30<sup>th</sup> day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

Respectfully Submitted on April 17, 2025

By: Treaty Oak Developers, LLC

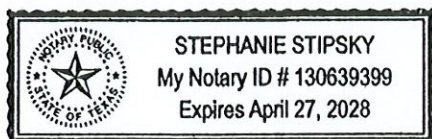
By: 

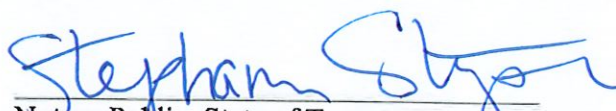
Chris Wren, Member

Address: Treaty Oak Developers,  
1135 Grand Central Parkway, Suite 250  
Conroe, Texas 77304  
Phone: 281-705-6416  
Email: [CWren@treatyoakdev.com](mailto:CWren@treatyoakdev.com)

THE STATE OF TEXAS     §  
COUNTY OF MONTGOMERY     §

This instrument was acknowledged before me on April 17, 2025 by Treaty Oak Developers, LLC, by Chris Wren, its Member.



  
Notary Public, State of Texas



# TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303  
(936)756-7447 FAX (936)756-7448  
FIRM REGISTRATION No. 100834-00

## FIELD NOTE DESCRIPTION 13.842 ACRES IN THE RALEIGH ROGERS SURVEY, ABSTRACT NUMBER 33 MONTGOMERY COUNTY, TEXAS

BEING a 13.842 acre tract of land situated in the Raleigh Rodgers Survey, Abstract Number 33, Montgomery County, Texas, being a portion of that certain called 17.02 acre tract described in instrument to Kathleen Padon, recorded under Clerk's File Number 2019045198, of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T.), further described in Clerk's File Number 8131413 of the Real Property Records of Montgomery County Texas (R.P.R.M.C.T.), being all of the area lying within the City of Montgomery Extra-Territorial Jurisdiction, said 13.842 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod with cap stamped "TPS 100834-00" found in the easterly margin of Farm to Market Road 149 (FM 149), for the common westerly corner of said 17.02 acre tract and that certain called 2.011 acre tract, described in instrument to NH-Bell Investments, LLC., recorded under Clerk's File Number 2021180295, O.P.R.M.C.T., being the westerly southwest corner of the herein described 13.842 acre tract, from which a 1/2 inch iron rod found for reference, bears North 84°26'46" West, 4.45 feet, and a 3/8 inch iron rod found for reference bears South 03°49'46" West, 201.79 feet, said **POINT OF BEGINNING** having a Texas State Plane Coordinate value of N: 10,113,203.81, E: 3,758,927.77, Central Zone, grid measurements;

**THENCE** with the easterly margin of said FM 149, the westerly line of said 17.02 acre tract, the following four (4) courses and distances:

1. North 03°17'46" West, 300.28 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for corner;
2. North 17°20'06" West, 103.06 feet, to a 5/8 inch iron rod with disk stamped "TXDOT" found for the beginning of a curve to the right;
3. Northwesterly 16.55 feet, with the arc of said curve to the right, having a radius of 5679.58 feet, a central angle of 00°10'01", and a chord that bears North 02°26'27" West, 16.55 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the end of said curve to the right;
4. North 02°41'04" West, 25.98 feet, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the common westerly corner of said 17.02 acre tract and that certain called 9.7 acre tract in instrument to Jeffrey Russell Burell Trust, recorded under Clerk's File Number 2013108474, O.P.R.M.C.T., being the northwesterly corner of the herein described 13.842 acre tract, from which a 1/2 inch iron rod found for reference, bears North 02°41'04" West, 357.21 feet;

**THENCE** North 87°27'36" East, with the common line between said 17.02 acre tract and said 9.7 acre tract, at a distance of 1.52 feet, pass a 1/2 inch iron rod found for reference, at a distance of 15.44 feet, pass a 1/2 inch iron rod found for reference, in all, a total distance of 1177.91 feet, to a 1/2 inch iron rod found in the westerly line of that certain called 3.995 acre tract described in instrument to Michael Pirie and Lindsey Pirie, recorded under Clerk's File Number 2021052495, O.P.R.M.C.T., for the common easterly corner of said 17.02 acre tract and said 9.7 acre tract, being the northeasterly corner of the herein described 13.842 acre tract;





THENCE South 02°45'42" East, 374.24 feet, with the westerly line of said 3.995 acre tract and Lot 4 of Rachel and Grace Estates, Section One, as shown on the map or plat thereof, recorded in Cabinet Z, Sheet 1267, of the Map Records of Montgomery County, Texas (M.R.M.C.T.), common to the easterly line of said 17.02 acre tract, to a calculated point in a southerly line of The City of Montgomery Extra-Territorial Jurisdiction, in the arc of a non-tangent curve to the right, for southeasterly corner of the herein described 13.842 acre tract, from which a 1/2 inch iron rod found for the common easterly corner of said 17.02 acre tract and that certain called 19.258 acre tract described in instrument to PWP Land Co. LLC, recorded under Clerk's File Number 20188027790, O.P.R.M.C.T. bears, South 02°45'42" East, 333.49 feet;

THENCE Southwesterly, 889.18 feet, over and across said 17.02 acre tract, with the southerly line of said City of Montgomery Extra-Territorial Jurisdiction, with the arc of said non-tangent curve to the right, having a radius of 2640.00 feet, a central angle of 19°17'52", and a chord that bears South 68°24'19" West, 884.98 feet, to a calculated point in the common line between said 17.02 acre tract and said 2.011 acre tract, for the southerly southwest corner of the herein described 13.842 acre tract, from which a 1/2 inch iron rod found for the common southerly corner of said 17.02 acre tract and said 2.011 acre tract bears, South 02°41'38" East, 42.53 feet;

THENCE with the common line between said 17.02 acre tract and said 2.011 acre tract, the following two (2) courses and distances:

1. North 02°41'38" West, 186.37 feet, to a 1/2 inch iron rod found for corner;
2. North 86°15'20" West, 313.94 feet, to the **POINT OF BEGINNING** and containing a computed area of 13.842 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on September 30, 2024, by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and referenced to Survey Drawing Project 38204.

All coordinates, bearings, distances, and areas shown hereon are grid measurements based on GPS observations and referenced to the North American Datum 1983 (NAD83), Texas State Plane Coordinate System, Central Zone, U.S. Survey Feet.

March 25, 2025  
Date



Thomas A. McIntyre  
R.P.L.S. No. 6921



OLD REPUBLIC TITLE  
GF # 2401481

**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.**

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

**Date:** October 16, 2024

**Grantor:** Kathleen Martin a/k/a Kathleen "Tina" Padon, a/k/a Kathleen Padon

**Grantor's Mailing Address:** 1996 Northshore Drive, Conroe, Texas 77304

**Grantee:** Treaty Oak Developers LLC, a Texas limited liability company

**Grantee's Mailing Address:** 1135 Grand Central Parkway, Suite 250, Conroe, Texas 77304

**Lender:** The Brenham National Bank

**Lender's Mailing Address:** P.O. Box 2568, Brenham, Washington County, Texas 77834

**Trustee:** Michael R. Rudloff

**Consideration:**

Cash and a note of even date executed by Grantee and payable to the order of Lender in the principal amount of FIVE HUNDRED EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$588,000.00). 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 Trustee.

**Property (including any improvements):**

See Exhibit A, attached hereto and incorporated herein by reference.

**Reservations from Conveyance:**

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor.

Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and 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 or subsurface support of any improvements constructed or to be constructed on the Property.

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2024 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change



in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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 are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

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

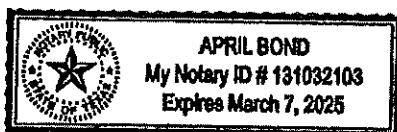
Kathleen Tina Padon  
Kathleen Martin a/k/a Kathleen "Tina" Padon, a/k/a Kathleen Padon

STATE OF TEXAS

COUNTY OF MONTGOMERY

Before me, the undersigned Notary Public, personally appeared Kathleen Martin a/k/a Kathleen "Tina" Padon, a/k/a Kathleen Padon, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16 day of October, 2024.



PREPARED IN THE OFFICE OF:  
Dorsett Johnson, LLP  
407 Throckmorton, Suite 500  
Fort Worth, Texas 76102

April Bond  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Treaty Oak Developers LLC  
1135 Grand Central Parkway, Suite 250  
Conroe, Texas 77304



## EXHIBIT A

All that certain tract or parcel of land, together with all improvements thereon, being 18.87 acres in the RALEIGH ROGERS SURVEY, ABSTRACT 33, Montgomery County, Texas, being the same tract of land conveyed to J.B. Martin by A.J. and Wilma Martin by Deed recorded in Volume 303, Page 218, Deed Records of Montgomery County, Texas, described as 20.0 acres; also a part of a 40 ac tract conveyed to A.J. Martin by Deed recorded in Volume 418, Page 162, Deed Records of Montgomery County, Texas; said 18.87 acre tract being more particularly described as follows, to-wit:

BEGINNING at the Northeast corner of the A. J. Martin 40 acre tract of land, and the Southeast corner of a 9.7 acre Melder tract, an iron bolt for corner;

THENCE S. 00 deg. 23' W. along the East Line of the A.J. Martin tract 707.4 ft. to a 1/2" iron pipe for the Northeast corner of the South portion of the A. J. Martin tract from which an 8" Sweet Gum mkd. X brs. N. 17 de E. 13.5 ft. and a 3" Sweet Gum mkd. X brs. S. 85 deg. W. 10.2 ft.;

THENCE N. 89 deg. 22' W. along the North Line of a 19.58 acre tract surveyed out of the A. J. Martin 40 acres, 1178.2 ft. to a 3/4" iron pipe for corner in the East Line of F.M. Road 149, from which a 10" Red Oak mkd. X brs. S. 61 deg. E. 10.0 ft.;

THENCE along the East Line of Road the following:

N. 00 deg. 04' W. 63.0 ft.;

N. 07 deg. 20' E. 201.0 ft.;

N.00 deg.'04, W. 300.0 ft.;

and N. 04 deg. 30' W. 145.0 ft. to an iron stake for corner, and the Southwest corner of the Melder 9.7 acre tract;

THENCE N. 89 deg. 22' E. 1169.0 ft. to the place of BEGINNING, containing 18.87 acres of land, more or less.

### SAVE AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY

Being a 1.845 acre tract or parcel of land located in the Raleigh Rogers Survey, Abstract No. 33, of Montgomery County, Texas, and being out of and part of a called 18.87 acre tract conveyed to Kathleen Martin as described in deed recorded in Volume 613, Page 459, D.R.M.C., and. being the same tract of land conveyed to Gary and Kathleen Padon as described in deed recorded in CF No. 2001-095684, R.P.R.M.C. and said 1.845 acres being more particularly described as follows:

BEGINNING at a found 1/2" iron rod in the easterly right-of-way line of F. M. 149, as a point for the southwest corner of the herein described tract, same being the southwest corner of the said 18.87 acre tract, and the northwest corner of a called 19.58 acre tract conveyed to Wilma Martin as described in deed recorded in Volume 605, Page 776, D.R.M.C., and proceeding;

THENCE: N 00°11'29" W, a distance of 63.46 feet (Deed - N 00°04'00" W., a distance of 63.6 feet) along said F.M. 149, to a found 3/8" iron rod as an angle point;

THENCE: N 07°20'00" E, a distance of 201.00 feet to a point for the northwest corner of the herein described tract, from which a found fence post bears S 65°34'10" W, a distance of 1.94 feet;

THENCE: S 83°06'38" E, a distance of 312.96 feet (Deed - S 83°03'00" E, a distance of 313.2 feet) to a found 1/2" iron rod as a point for the northeast corner of the herein described tract, same being an inner corner of the residual of the said. 18.87 acre tract;

THENCE: S 00°33'18" W, a distance of 228.97 feet (Deed - S 00°35'00" W, a distance of 229.2 feet) to a found 1/2" iron rod in the south line of the said 18.87 acre tract, and the north line of the said 19.58 acre tract as a point for the southeast corner of the herein. described tract;

THENCE: N 89°22'00" W, a distance of 333.95 feet (Deed - 334.2 feet), back to the place and point of BEGINNING and having a computed area of 1.845 acres.

**E-FILED FOR RECORD**

**10/17/2024 11:39AM**



*L. Brandon Steinmann*  
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.

**10/17/2024**



*L. Brandon Steinmann*  
County Clerk,  
Montgomery County, Texas