

City of Tomball
Annexation Packet: Request of Owner
Coversheet

This form is for use by a property owner that requests full-purpose annexation of a tract. If the subject tract is not individually owned and the petition is not by consent of all property owners, a different packet must be used. All property owners must consent to annexation and be signatories on the petition. **ONLY ONE OWNER NEEDS TO SUBMIT THE APPLICATION BUT ALL OWNERS MUST SIGN THE PETITION.**

The City of Tomball requires annexation as a condition of providing municipal water, wastewater and gas to property located outside of the City's full-purpose jurisdiction. Following annexation, available utility service can be provided per the Written Agreement Regarding Services under the same conditions as for other property located within the City of Tomball.

For information regarding the City's annexation process, please contact the City Secretary at 281-290-1019 or the Community Development Department at 281-290-1405.

Requesting annexation does not change the City's obligation to provide municipal services in accordance with Chapter 43 of the Texas Local Government Code. **ANNEXATION MUST BE COMPLETED PRIOR TO PROVIDING WATER, WASTEWATER AND GAS UTILITIES.**

I, the undersigned, submit this complete packet for purposes of seeking annexation into the City of Tomball.

FLS Development
Name of Owner submitting Application


William Shawn Speer (May 31, 2025 09:31 CDT)
Signature **Date**

- Cover sheet
- Property Owner Attestation Checklist
- Proof of Ownership
- Property Value & Anticipated Development Information Worksheet
- Petition Requesting Annexation
- Metes and Bounds Description and Map of Property (as Exhibit A)
- Written Agreement Regarding Services
- Attendance at Public Hearing (time and date to be posted)
- City Department Review Page

Submit complete application to: City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Retain a copy for your records.

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Property Owner Attestation Checklist

For the annexation request to be valid and complete under this application and process, the following must be true:

- Property in the Extraterritorial Jurisdiction of Tomball (land is contiguous and adjacent to the City).
- The property is not appraised for ad valorem tax purposes as land for:
 - o Agricultural management use; OR
 - o Wildlife management use; OR
 - o Timber land; OR
- The landowner declines (waives) to make a development agreement with the City.
- All landowners are in consent of and are signatories on the annexation.

These attestations will be made as part of the Petition.

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Property Value & Anticipated Development Information Worksheet

1. Agent's Contact Information
Please list any agents acting on behalf of the annexation property owner(s) that should be notified of information pertaining to this annexation request.

Name: William Shawn Speer

Company Name: FLS Development

Mailing Address: 8765 Spring Cypress RD Suite L 213 Spring, TX 77379

Phone Number: (713) 249-8196

E-mail Address: shawn@harrisburgtx.com

(Attach a list of additional agents, if necessary.)

2. Property Addresses (List all property addresses associated with the proposed annexation property. Attach a list of additional property addresses, if necessary.)

a. 21714 Hufsmith Kohrville RD

b. 22110 Hufsmith Kohrville Rd

c. 21830 Hufsmith Kohrville Rd

d. 0 N Country Club Green Dr : Tract 1 detention reserve, please contact applicant's agent

e. _____

f. _____

3. Nature of Existing Property

Property Location: 30.08400° N, 95.59030° W Number of Acres: 50.1051

Current Assessed Valuation of Land: \$2,441,064

Current Assessed Valuation of Improvements: \$0

Total: \$2,441,064

Does this property current contain any structures?

 Yes (continue with subsection a through d)

X No (skip to #4)

- a. Residential

Are there existing residential structures on the property?

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____ No (skip to b)
____ Yes (continue)
____ Total Units
____ Lots or ____ Acres

Number of Units by Type:

____ Single Family
____ Duplexes
____ Four-Plex
____ Patio Homes
____ Townhouses
____ Apartments

b. Office and Commercial

Are there existing Office or Commercial structures on the property?

____ No (skip to c)
____ Yes (continue)
 Size (Sq. Ft.) _____
 Structure Description _____
 Exterior Site Improvements _____

 Total Site Coverage _____

c. Institutional

Are there existing Institutional structures on the property?

____ No (skip to d)
____ Yes (continue)
 Size (Sq. Ft.) _____
 Structure Description _____
 Exterior Site Improvements _____

 Total Site Coverage _____

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- d. Industrial
Are there existing Industrial structures on the property?
_____ No (skip to 4)
_____ Yes (continue)
Size (Sq. Ft.) _____
Structure Description _____
Exterior Site Improvements _____
Total Site Coverage _____
4. Anticipated Development
- a. Platting Status (check the applicable box below)
_____ A plat pertaining to this property **HAS BEEN** submitted to the Community Development Department for review.
__X__ A plat pertaining to this property **WILL BE** submitted to the Community Development Department for review in the near future.
_____ A plat pertaining to this property **WILL NOT BE** submitted within the next six (6) months.
- b. Zoning Status – NOTE: PROPERTIES ARE ANNEXED AS AGRICULTURAL (“AG”) ZONING, UNLESS ZONING RECLASSIFICATION IS REQUESTED BY THE PROPERTY OWNER IN CONJUNCTION WITH ANNEXATION.
- Is zoning reclassification requested in conjunction with the annexation process?
__X__ YES (ensure you contact the Community Development Department)
_____ NO
- Will zoning changes be required and requested in the future to accommodate anticipated development?
__X__ YES (Describe: _50.1051_ acres of _50.1051_ acres will be rezoned)
_____ NO
- c. Residential
Are Residential structures anticipated on the proposed property?
_____ NO (skip to d)
__X__ YES (continue)
__88__ Number of Units _\$625,000_ Value of Units (individual)
_____ Number of Lots or Acres _\$54,375,000_ Estimate Total Value
Number of Units by Type
__X__ Single-Family
_____ Duplexes
_____ Four-Plex

☐ Patio Homes
☐ Townhouses
☐ Apartments

Total Site Coverage

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g. Staging of Anticipated Development (in percentages (%))

	Current Yr	Yr2	Yr3	Yr4	Yr5	Yr10	Yr20
Residential	10%	70%	20%				
Office/Commercial			10%	90%			
Institutional							
Industrial							

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND CITY COUNCIL OF THE GOVERNING BODY OF TOMBALL,
TEXAS:

The undersigned owners of the hereinafter described tract of land, which represents each and every owner of the land in the area requesting annexation, hereby waive, if required, a development agreement pursuant to Section 43.016, Texas Local Government Code, and petition your honorable Body to extend the present city limits so as to include as part of the City of Tomball, Texas, the following described territory, to wit:

[DESCRIBE THE TERRITORY COVERED BY THE PETITION IN METES AND BOUNDS.
A SURVEY AND/OR DESCRIPTION CAN BE ATTACHED AS A SEPARATE DOCUMENT
AND REFERENCED AS AN EXHIBIT – DELETE THIS AFTER EDITS]

We certify that the above described tract of land is contiguous and adjacent to the City of Tomball, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

[USE AS MANY OR AS FEW SIGNATURE LINES AS NECESSARY FOR EACH
PROPERTY OWNER – DELETE THIS AFTER EDITS]

Signed: _____

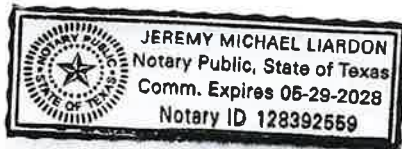
Signed: _____

Signed: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared William S. Speer, Shonna D. Speer, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 31 day of May, 2025.



[Signature]
Notary Public in and for Harris County, Texas

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

- I. **Introduction.** This Municipal Service Plan (the “Plan”) is made by the City of Tomball, Texas (the “City”), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land (the “Tract”) described in metes and bounds in “Exhibit A”, which is attached to the Petition, this Plan, and to the annexation ordinance which this Plan is a part.
- II. **Effective Term.** This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.
- III. **Intent.** It is the intent of the City that services under this Plan shall equal the number of services and level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. **Service Programs.**

A. In General.

1. This Plan includes the following service programs: a General Services Program and a Capital Improvement Program.
2. As used in this Plan, “providing services” shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase “standard policies and procedures” shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or at the time the service is made available or provided. Such policies and

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

procedures may require a specific type of request be made, such as an application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

3. **Extension Policy.** The following information is a summary of the City's policies respecting water, wastewater and gas service extensions. This summary is made in compliance with Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provisions of the Code of Ordinances of the City, as amended, or any of the uncodified ordinances that contain the City's policies and procedures.

The City extends water, wastewater, and gas services to existing unserved development as follows:

Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.

- B. **General Services Program.** The following services will be provided within the Tract within the period required by State law: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The General Services Program plan is as follows:

1. **Police Protection.** The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a city facility.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

2. Fire Protection. The Fire Department of the City will provide fire protection to the Tract. Fire protection will be provided from a city operated Fire Station. Fire protection will remain at the current or higher level of service.
3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.
4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
7. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's

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Department of Public Works, as needed. Any other facility, building, or service existing or which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

- C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded police facilities.
2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.
3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.
4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.
5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water

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facilities. Water services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of water services is attached to and made a part of this Plan.

6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of gas services is attached to and made a part of this Plan.
7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.
8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.
9. Other Publicly Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

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- V. **Amendment.** This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.
- VI. **Force Majeure.** In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City's obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term "force majeure" shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.
- VII. **Entire Plan.** This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder of the Plan shall remain valid and in full force and effect.

SIGNATURES

For the City:

Name [Signature]

Name [Printed]

Position

For the Property Owner:



Name [Signature]

Name [Printed]

Company [if applicable]

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

Date

Date

SERVICE AGREEMENT NOT VALID UNTIL SIGNED BY CITY REPRESENTATIVE AND
PROPERTY HAS BEEN ANNEXED

Additional Property Owner(s) [if applicable]


Shonna Speer (May 31, 2025 10:48 EDT)

Name [Signature]

Name [Signature]

Shonna D. Speer

Name [Printed]

Name [Printed]

FLS Development

Company [if applicable]

Company [if applicable]

5/31/25

Date

Date

City of Tomball
Annexation Packet: Request of Owner
City Department Review Page

To be filled by Requestor(s)

Property Description: _____

Requestor / Owner: FLS Development_____

Requestor / Owner: _____

Requestor / Owner: _____

Date complete packet filed: _____

To be filled by City Departments

Directions: Review the packet for completeness and concurrence with request.

For: Police Department

Name [Printed]

Name [Signature]

Position

Date

For: Community Development

Name [Printed]

Name [Signature]

Position

Date

For: Fire Department

Name [Printed]

Name [Signature]

Position

Date

For: Public Works / Engineering

Name [Printed]

Name [Signature]

Position

Date

Return to City Secretary

Graylou Grove - Annexation Application-Final_20254_encrypted_

Final Audit Report

2025-05-31

Created:	2025-05-31
By:	harrisburg homes (accounting@harrisburgtx.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMO23lkqCVv3vlajpLnTyXtoyMc4UUerR

"Graylou Grove - Annexation Application-Final_ 20254_encrypted_" History

-  Document created by harrisburg homes (accounting@harrisburgtx.com)
2025-05-31 - 2:33:18 PM GMT
-  Document emailed to shonna@harrisburgtx.com for signature
2025-05-31 - 2:33:58 PM GMT
-  Email viewed by shonna@harrisburgtx.com
2025-05-31 - 2:47:39 PM GMT
-  Signer shonna@harrisburgtx.com entered name at signing as Shonna Speer
2025-05-31 - 2:48:02 PM GMT
-  Document e-signed by Shonna Speer (shonna@harrisburgtx.com)
Signature Date: 2025-05-31 - 2:48:04 PM GMT - Time Source: server
-  Agreement completed.
2025-05-31 - 2:48:04 PM GMT



Adobe Acrobat Sign

Capital Title

GF# 21-612060-HC

This document has been
electronically recorded

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

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

THIS SPECIAL WARRANTY DEED (this "Deed") is executed by **TCC Development, Inc.**, a Texas corporation ("Grantor") and **FLS Development, LLC**, a Texas limited liability company ("Grantee").

For and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee, Grantor does hereby GRANT, SELL, AND CONVEY unto Grantee, the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), together with all improvements thereon.

This conveyance is made by Grantor and accepted by Grantee expressly subject to the Permitted Exceptions (defined below).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, including, without limitation, all right, title and interest of Grantor in and to that certain easement estate created by Warranty Deed, dated June 21, 2012, filed June 22, 2012, recorded in Clerk's File No. 20120276873, Real Property Records, Harris County, Texas, and being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference, unto Grantee, and Grantee's successors, and assigns, forever.

And Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, and Grantee's successors, and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, subject however, to (i) all validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; (ii) all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding in persons other than Grantor that affect the Property; (iii) all other presently recorded and validly existing instruments that affect the Property; (iv) rights of the public and any governmental authorities in and to any portion of the Property situated within the boundaries of any public or private roadway or easement; (v) validly existing rights of adjoining owners in any walls and fences situated on a common boundary; (vi) any discrepancies, conflicts, or shortages in area or boundary lines; (vii) any encroachments or overlapping of improvements; (viii) any and all matters which would be shown on a current, correct survey of the Property; and (ix) taxes for 2023, which Grantee assumes and agrees to pay, and subsequent taxes and assessments for that and prior and future years due to change in land usage, ownership, or both, the payment of which Grantee assumes (the foregoing items (i) through (ix) being collectively, the "Permitted Exceptions").

The consideration for this conveyance, receipt of which Grantor acknowledges, is (i) \$10.00 and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained, and (ii) \$2,235,640.89 advanced and paid at the instance and request of Grantee by Susser Bank, a Texas state bank ("Lender") for which Grantee has executed a promissory note (the "Note") payable to Lender, payable and bearing interest as set forth therein, as well as a deed of trust to Sam L. Susser, Trustee, to secure the payment thereof, all of even date herewith.

The vendor's lien and superior title are specifically retained by Grantor against the Property described until the Note and all interest thereon are fully paid, and such vendor's lien and superior title are hereby assigned and transferred to Lender, without recourse or warranty.

AS A MATERIAL INDUCEMENT TO GRANTOR TO SELL AND CONVEY THE PROPERTY TO GRANTEE SUBJECT TO THE TERMS OF THE CONTRACT ENTERED INTO BY AND BETWEEN GRANTOR AND GRANTEE FOR THE SALE OF THE PROPERTY (THE "CONTRACT") AND AT THE PURCHASE PRICE STATED IN THE CONTRACT, GRANTOR AND GRANTEE COVENANT AND AGREE AS SET FORTH BELOW. GRANTEE ACKNOWLEDGES AND AGREES THAT BUT FOR GRANTEE'S AGREEMENT TO THESE PROVISIONS, GRANTOR WOULD NOT SELL THE PROPERTY TO GRANTEE.

EXCEPT FOR THE SPECIAL TITLE WARRANTY AS SET FORTH IN THIS DEED (THE "TITLE WARRANTY"), GRANTOR IS NOT MAKING, AND HAS NOT MADE, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO (I) THE VALUE, NATURE, QUALITY OR PHYSICAL OR OTHER CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND/OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE LAWS OR OTHER LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY; (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, SUITABILITY, PROFITABILITY, DEVELOPABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (V) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (VI) THE MANNER, QUALITY OR STATE OF REPAIR OF THE PROPERTY; OR (VII) THE CORRECTNESS OR ACCURACY OF ANY INFORMATION PROVIDED BY GRANTOR OR WHETHER GRANTEE SHOULD RELY UPON OR USE ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE AGREES THAT GRANTOR SELLS AND CONVEYS TO GRANTEE AND GRANTEE ACCEPTS THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, EXCEPT FOR THE TITLE WARRANTY. GRANTEE ACKNOWLEDGES THAT GRANTEE HAD THE OPPORTUNITY TO CONDUCT A FEASIBILITY STUDY OF THE PROPERTY AND TO TERMINATE THE CONTRACT BASED ON THE FEASIBILITY STUDY AND GRANTEE'S INVESTIGATIONS AND INSPECTIONS OF THE PROPERTY. GRANTEE REPRESENTS TO GRANTOR THAT GRANTEE HAS CONDUCTED SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS GRANTEE DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY, AND IS RELYING SOLELY UPON THE SAME AND NOT UPON ANY INFORMATION OR STATEMENTS PROVIDED BY OR ON BEHALF OF GRANTOR OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN THE TITLE WARRANTY. GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY, AND GRANTEE HEREBY EXPRESSLY WAIVES, RELINQUISHES AND RELEASES ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR

UNKNOWN, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR AT ANY TIME BY REASON OF OR ARISING OUT OF THE PHYSICAL CONDITION OF THE PROPERTY, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, THE ENTITLEMENTS FOR THE PROPERTY OR VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING ANY ENVIRONMENTAL LAWS). GRANTEE REPRESENTS AND WARRANTS TO GRANTOR THAT GRANTEE HAS KNOWLEDGE AND EXPERTISE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTION CONTEMPLATED BY THIS SALE AND CONVEYANCE OF THE PROPERTY AND THAT GRANTEE IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION.

Grantees Mailing Address is: FLS Development, LLC
 17119 Lakeway Park Drive
 Tomball, Texas 77375

[signatures follow]

RP-2023-170674

EXECUTED on the date of the acknowledgment hereinbelow, to be effective however as of the
9th day of May, 2023.

GRANTOR:

TCC DEVELOPMENT, INC.,
a Texas corporation

By: Carolyn Johnson
Name: Carolyn Johnson
Title: President

GRANTEE:

FLS DEVELOPMENT, LLC
a Texas liability company

By: [Signature]
Name: William Shawn Speer
Title: Manager
By: [Signature]
Name: Shonna Speer
Title: Manager

RP-2023-170674

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9th day of May, 2023, by Carolyn Johnson, President of TCC Development, Inc., a Texas corporation, on behalf of said corporation.





Notary Public in and for
the State of Texas

My commission expires:

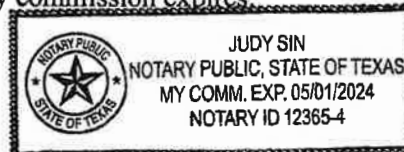
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10 day of May, 2023, by W. Shawn Speer, Member of FLS Development, LLC, a Texas limited liability company on behalf of said limited liability company.



Notary Public in and for
the State of Texas

My commission expires:



THE STATE OF TEXAS)
COUNTY OF HARRIS)

This instrument was acknowledged before me on the 10 day of May, 2023 by Shonna Speer, Manager of FLS Development, LLC, a Texas limited liability company on behalf of said limited liability company.



Notary Public in and for
the State of Texas

My commission expires:

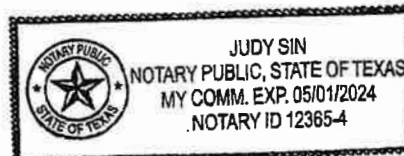


Exhibit A

Property Description

Tract I

0.8041 of one acre or 35,026 square feet of land situated in the Elizabeth Smith Survey, Abstract Number 70, Harris County, Texas, being a portion of that certain Unrestricted Reserve "A" of Tomball Greens, a subdivision as shown on map or plat recorded under Film Code Number 440128 of the Map Records of Harris County, Texas, said 0.8041 of one acre or 35,026 square feet of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the Southeasterly line of that certain called 0.1262 of one acre of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number V308253, for the Northeasterly corner of that certain Lot 9, Block 2 of Country Club Greens Section Two-Replat, a subdivision as shown on map or plat recorded under Film Code Number 548068 of the Map Records of Harris County, Texas;

Thence, N 42°56'22" E, along the Southeasterly line of said 0.1262 acre tract and the Southeasterly line of that certain called 1.879 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2020-279347, a distance of 163.90 feet to a 1/2 inch iron rod found for the Northwesterly corner of that certain Lot 6, Block 2 of Country Club Greens Sec. Two, a subdivision as shown on map or plat recorded under Film Code Number 491143 of the Map Records of Harris County, Texas;

Thence, S 15°43'52" E, along the Westerly line of said Lot 6, a distance of 270.27 feet to a 1/2 inch iron rod found for the Northwesterly right-of-way line of North Country Club Green Drive (60 foot Permanent access easement), for the Southwesterly corner of said Lot 6;

Thence, S 56°26'08" W, along the Northwesterly right-of-way line of said North Country Club Green Drive, a distance of 147.07 feet to a 1/2 inch iron rod found for the Southeasterly corner of said Lot 9;

Thence, N 15°43'52" W, along the Easterly line of said Lot 9, a distance of 230.09 feet to the POINT OF BEGINNING and containing 0.8041 of one acre or 35,026 square feet of land.

Tract II

31.994 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas, being a portion of that certain residue of called 33.153 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number U968294, a portion of those certain Lots 489, 490, 495 and 496 of Tomball Townsite, a subdivision as shown on map or plat recorded under Volume 2, Page 65 of the Map Records of Harris County, Texas and those certain Lots 491, 492, 493 and 494 of said Tomball Townsite, said 31.994 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap found in the Southerly line of that certain Restricted Reserve "J" of The Estates at Willow Creek, a subdivision as shown on map or plat recorded under Film Code Number 540246 of the Map Records of Harris County, Texas, for the most Northerly Northwest corner of said 33.153 acre tract and the Northeasterly corner of that certain called 4.998 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20110051826, from which a 1/2 inch iron rod with cap bears S 17°51'57" E, 3.42 feet;

Thence, N 87°49'35" E, along the Southerly line of said Restricted Reserve "J" of The Estates at Willow Creek, the Southerly line of that certain called 11.98 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number U517222 and the Southerly line of that certain Restricted Reserve "A" of Willow Creek Pet Ranch of Tomball, a subdivision as shown on map or plat recorded under Film Code Number 683259 of the Map Records of Harris County, Texas, a distance of 1,613.81 feet to the Northwesterly corner of that certain called 0.5045 of one acre of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number V343704;

Thence, S 03°07'21" E, along the Westerly line of said 0.5045 acre tract, a distance of 232.39 feet to the Northwesterly line of that certain Block 2 of Country Club Greens Section Two-Replat, a subdivision as shown on map or plat recorded under Film Code Number 548068 of the Map Records of Harris County, Texas;

Thence, S 42°56'22" W, along the Northwesterly line of said Block 2 of Country Club Greens Section Two-Replat, the Northwesterly line of that certain Block 1 of said Country Club Greens Section Two-Replat, the Northwesterly line of that certain Block 2 of Country Club Greens Partial Replat-Phase Two, a subdivision as shown on map or plat recorded under Film Code Number 540231 of the Map Records of Harris County, Texas and the Northwesterly line of that certain Block 2 of Country Club Greens Partial Replat, a subdivision as shown on map or plat recorded under Film Code Number 519225 of the Map Records of Harris County, Texas, a distance of 1,846.30 feet to a 5/8 inch iron rod found for the Southeasterly corner of that certain called 5.3977 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number P792577;

Thence, N 13°37'50" W, along the Easterly line of said 5.3977 acre tract, the Easterly line of that certain called 5.5000 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number P964270 and the Easterly line of that certain called 5.678 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20070687993, a distance of 823.99 feet to a 5/8 inch iron rod with cap found for the Northeasterly corner of said 5.678 acre tract and the Southeasterly corner of that certain Reserve "A" of Brandt Holdings, subdivision as shown on map or plat recorded under Film Code Number 679589 of the Map Records of Harris County, Texas;

Thence, N 12°41'13" W, along the Easterly line of said Reserve "A" of Brandt Holdings, a distance of 60.95 feet to a 3/4 inch iron rod with cap found for the Northeasterly corner of said Reserve "A" of Brandt Holdings;

Thence, N 13°34'57" W, along the Easterly line of that certain called 8.1479 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number Y978757 and the Easterly line of said 4.998 acre tract, a distance of 681.28 feet to the POINT OF BEGINNING and containing 31.994 acres of land.

Exhibit B

Easement Estate

A nonexclusive Easement created by Warranty Deed, dated June 21, 2012, filed June 22, 2012, recorded in Clerk's File No. 20120276873, Real Property Records, Harris County, Texas, and being more particularly described as follows:

1.1426 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas, being a portion of that certain called 1.1767 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20120276873, also being that certain Reserve "A" of Brandt Holdings, a subdivision as shown on map or plat recorded under Film Code Number 679589 of the Map Records of Harris County, Texas, said 1.1426 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found in the Southerly line of that certain Restricted Reserve "J" of The Estates at Willow Creek, a subdivision as shown on map or plat recorded under Film Code Number 540246 of the Map Records of Harris County, Texas, for the most Northerly Northwest corner of that certain residue of called 33.153 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number U968294, from which a found 1/2 inch iron rod with cap bears S 17°51'57" E, 3.42 feet;

Thence, S 13°34'57" E, along a Westerly line of said 33.153 acre tract, a distance of 681.28 feet to a 3/4 inch iron rod with cap found for the Northeasterly corner of said Reserve "A" of Brandt Holdings and the POINT OF BEGINNING of the herein described tract of land;

Thence, S 12°41'13" E, along the Easterly line of said Reserve "A" of Brandt Holdings, a distance of 60.95 feet to a 5/8 inch iron rod with cap found for the Southeasterly corner of said Reserve "A" of Brandt Holdings and the Northeasterly corner of that certain called 5.678 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20070687993;

Thence, S 87°26'22" W, along the Northerly line of said 5.678 acre tract, a distance of 825.28 feet to a 5/8 inch iron rod with cap found in the Easterly right-of-way line of Huffsmith Kohrville Road (variable width right-of-way), for the Southwesterly corner of said Reserve "A" of Brandt Holdings;

Thence, N 20°18'43" W, along the Easterly right-of-way line of said Huffsmith Kohrville Road, a distance of 63.00 feet to the Southwesterly corner of that certain Lot 1, Block 1 of said Brandt Holdings and the Northwesterly corner of said Reserve "A" of Brandt Holdings;

Thence, N 87°26'22" E, along the Northerly line of said Reserve "A" of Brandt Holdings, a distance of 833.77 feet to the POINT OF BEGINNING and containing 1.1426 acres of land.

RP-2023-170674

RP-2023-170674

RP-2023-170674
Pages 9
05/11/2023 08:58 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$46.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

Capital Title

GF# 21-622964-HC

This document has been
electronically recorded.

Warranty Deed with Vendor's Lien

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.

Date: May 10, 2023

Grantor: **Brandt Exploration, LLC, a Texas limited liability company**

Grantor's Mailing Address: 7606 Noah Lane, Spring, Texas 77379

Grantee: **FLS Development, LLC, a Texas limited liability company**

Grantee's Mailing Address: 17116 Lakeway Park Drive, Tomball, Texas 77375

Consideration:

Cash and other good and valuable consideration along with a note of even date executed by Grantee and payable to the order of Susser Bank, a Texas state bank in the principal amount of \$3,445,000.00 (Three Million Four Hundred Forty-Five Thousand and 00/100 Dollars). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Susser Bank, a Texas state bank and by a first-lien deed of trust of even date from Grantee to Sam L. Susser, trustee.

Property (including any improvements):

17.307 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas, being that certain residue of called 1.1767 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20120276873, that certain called 5.678 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20070687993, that certain residue of called 8.1479 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number Y978757, that certain residue of called 4.998 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20110051826, that certain Reserve "A" of Brandt Holdings, a subdivision as shown on map or plat recorded under Film Code Number 679589 of the Map Records of Harris County, Texas, that certain Lot 1, Block 1 of said Brandt Holdings and a portion of those certain Lots 496, 497 and 498 of Tomball Townsite, a subdivision as shown on map or plat recorded under Volume 2, Page 65 of the Map Records of Harris County, Texas, said 17.307 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap found in the Southerly line of that certain Restricted Reserve "J" of The Estates at Willow Creek, a subdivision as shown on map or plat recorded under Film Code Number 540246 of the Map Records of Harris County, Texas, for the most

RP-2023-171232

Northerly Northwest corner of that certain residue of called 33.153 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number U968294, from which a found 1/2 inch iron rod with cap bears S 17°51'57"E, 3.42 feet;

Thence, S 13°34'57" E, along a Westerly line of said 33.153 acre tract, a distance of 681.28 feet to a 3/4 inch iron rod with cap found for the Northeasterly corner of said Reserve "A" of Brandt Holdings;

Thence, S 12°41'13" E, along the Easterly line of said Reserve "A" of Brandt Holdings, a distance of 60.95 feet to a 5/8 inch iron rod with cap found for the Southeasterly corner of said Reserve "A" of Brandt Holdings and the Northeasterly corner of said 5.678 acre tract;

Thence, S 13°37'50" E, along a Westerly line of said 33.153 acre tract, a distance of 265.13 feet to a 5/8 inch iron rod found for the Northeasterly corner of that certain called 5.5000 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number P964270;

Thence, S 56°48'54" W, along the Northerly line of said 5.5000 acre tract and the Northerly line of that certain called 1.000 acre of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number X517792, a distance of 423.87 feet to a 5/8 inch iron rod with cap found for the Southeasterly corner of that certain called 3.070 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2022-399050;

Thence, N 11°23'19" W, along the Easterly line of said 3.070 acre tract, a distance of 290.49 feet to a 5/8 inch iron rod with cap found for the Northeasterly corner of said 3.070 acre tract;

Thence, S 76°00'34" W, along the Northerly line of said 3.070 acre tract, a distance of 412.84 feet to a 5/8 inch iron rod with cap found in the Northeasterly right-of-way line of Huffsmith Kohrville Road (variable width right-of-way), for the Northwesterly corner of said 3.070 acre tract;

Thence, along the Northeasterly right-of-way line of said Huffsmith Kohrville Road, the following courses and distances:

N 20°20'37" W, a distance of 284.48 feet to a 5/8 inch iron rod found for the Northwesterly corner of said 5.678 acre tract and the Southwesterly corner of that certain called 0.3634 of one acre of land dedicated for the widening of Huffsmith Kohrville Road by said map or plat of Brandt Holdings;

N 87°26'22" E, a distance of 24.68 feet to a 5/8 inch iron rod with cap found for the Southwesterly corner of said Reserve "A" of Brandt Holdings and the Southeasterly corner of said dedication;

N 20°18'43" W, a distance of 437.48 feet to a point of curvature to the right;

In a Northwesterly direction, with said curve to the right, having a central angle of 01°25'11", a radius of 1950.00 feet, an arc length of 48.32 feet, a chord bearing of N19°36'08" W and a chord distance of 48.32 feet to a 5/8 inch iron rod with cap found for the Southwesterly corner of that certain called 2.3291 acres of land described in deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2016-558665;

Thence, N 87°37'27" E, along the Southerly line of said 2.3291 acre tract, a distance of 441.49 feet to a 5/8 inch iron rod with cap found for the Southeasterly corner of said 2.3291 acre tract;

Thence, N 02°23'19" W, along the Easterly line of said 2.3291 acre tract, a distance of 269.92 feet to a 5/8 inch iron rod with cap found in the Southerly line of said Restricted Reserve "J" of The Estates at Willow Creek, for the Northeasterly corner of said 2.3291 acre tract;

Thence, N 87°49'35" E, along the Southerly line of said Restricted Reserve "J" of The Estates at Willow Creek, a distance of 389.56 feet to the POINT OF BEGINNING and containing 17.307 acres of land, more or less.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants, and conditions, if any, relating to the hereinabove described property as the same are filed for record in County Clerk's Office of Harris County, Texas.

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, 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 the Note described is fully paid according to its terms, at which time this Deed will become absolute. The Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold, and conveyed to the payee of the Note, and the successors and assigns of the payee.

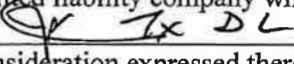
When the context requires, singular nouns and pronouns include the plural.

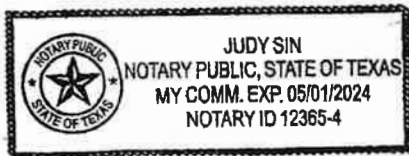
EXECUTED this 10th day of May, 2023.

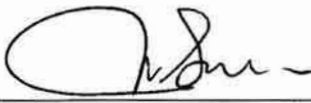
Brandt Exploration, LLC,
a Texas limited liability company

By: 
Robert E. Brandt, Managing Member

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, a Notary Public, the foregoing instrument was acknowledged on 10th day of May, 2023 by Robert E. Brandt, Managing Member for Brandt Exploration, LLC, a Texas limited liability company who personally appeared before me, and who is known to me through  to be the person(s) who executed it for the purposes and consideration expressed therein, and in the capacity stated.




NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

PREPARED IN THE LAW OFFICE OF
Shaddock & Associates, P. C.
2400 N. Dallas Parkway, Ste. 560
Plano, Texas 75093

RP-2023-171232

RP-2023-171232

RP-2023-171232
Pages 5
05/11/2023 11:14 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$30.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

DESCRIPTION
OVERALL ACREAGE

38.814 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas, being that certain called 31.994 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2023-170674, a portion of that certain called 17.307 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2023-171232, that certain Reserve "A" of Brandt Holdings, a subdivision as shown on map or plat recorded under Film Code Number 679589 of the Map Records of Harris County, Texas, a portion of those certain Lots 489, 490, 495, 496, 497 and 498 of Tomball Townsite, a subdivision as shown on map or plat recorded under Volume 2, Page 65 of the Map Records of Harris County, Texas and those certain Lots 491, 492, 493 and 494 of said Tomball Townsite, said 38.814 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap found in the Southerly line of that certain Restricted Reserve "J" of The Estates at Willow Creek, a subdivision as shown on map or plat recorded under Film Code Number 540246 of the Map Records of Harris County, Texas, for the Northeasterly corner of that certain called 2.3291 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2016-558665 and the most Northerly Northwest corner of said 17.307 acre tract;

Thence, N 87°49'35" E, along the Southerly line of said Restricted Reserve "J" of the Estates at Willow Creek, a distance of 389.56 feet to a 5/8 inch iron rod found for the Northeasterly corner of said 17.307 acre tract, the Northwesterly corner of said 31.994 acre tract and the POINT OF BEGINNING of the herein described tract of land, from which a found 1/2 inch iron rod with cap bears S 17°51'57" E, 3.42 feet;

Thence, N 87°49'35" E, continuing along the Southerly line of said Restricted Reserve "J" of The Estates at Willow Creek, the Southerly line of that certain called 11.98 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number U517222 and the Southerly line of that certain Restricted Reserve "A" of Willow Creek Pet Ranch of Tomball, a subdivision as shown on map or plat recorded under Film Code Number 683259 of the Map Records of Harris County, Texas, a distance of 1,613.81 feet to the Northeasterly corner of said 31.994 acre tract;

Thence, S 03°07'21" E, along the Westerly line of that certain called 0.5045 of one acre of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number V343704, a distance of 232.39 feet to a 1/2 inch iron rod found in the Northwesterly line of that certain Block 2 of Country Club Greens Section Two-Replat, a subdivision as shown on map or plat recorded under Film Code Number 548068 of the Map Records of Harris County, Texas, for the Southwesterly corner of said 0.5045 acre tract;

Thence, S 42°56'22" W, along the Northwesterly line of said Block 2 of Country Club Greens Section Two-Replat, the Northwesterly line of that certain Block 1 of said Country Club Greens Section Two-Replat, the Northwesterly line of that certain Block 2 of Country Club Greens Partial Replat-Phase Two, a subdivision as shown on map or plat recorded under Film Code Number 540231 of the Map Records of Harris County, Texas and the Northwesterly line of that certain Block 2 of Country Club Greens Partial Replat, a subdivision as shown on map or plat recorded under Film Code Number 519225 of the Map Records of Harris County, Texas, a distance of 1,846.30 feet to a 5/8 inch iron rod found for the Southeasterly corner of that certain called 5.3977 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number P792577 and the most Southerly corner of said 31.994 acre tract;

Thence, N 13°37'50" W, along the Easterly line of said 5.3977 acre tract and the Easterly line of that certain called 5.5000 acres of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number P964270, a distance of 558.86 feet to a 5/8 inch iron rod found for the Northeasterly corner of said 5.5000 acre tract and the Southeasterly corner of said 17.307 acre tract;

Thence, S 56°48'54" W, along the Northerly line of said 5.5000 acre tract and the Northerly line of that certain called 1.000 acre of land described deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number X517792, a distance of 423.87 feet to a 5/8 inch iron rod with cap found for the Southeasterly corner of that certain Lot 1, Block 1 of Hufsmith Kohrville Food Court, a subdivision as shown on map or plat recorded under Film Code Number 701507 of the Map Records of Harris County, Texas;

Thence, N 11°23'19" W, along the Easterly line of said Lot 1, Block 1 of Hufsmith Kohrville Food Court, a distance of 290.49 feet to a 5/8 inch iron rod with cap found for the Northeasterly corner of said Lot 1, Block 1 of Hufsmith Kohrville Food Court and an interior corner of said 17.307 acre tract;

Thence, S 76°00'34" W, along the Northerly line of said Lot 1, Block 1 of Hufsmith Kohrville Food Court, a distance of 412.84 feet to a 5/8 inch iron rod with cap found in the Easterly right-of-way line of Hufsmith Kohrville Road (variable width right-of-way);

Thence, along the Easterly right-of-way line of said Hufsmith Kohrville Road, the following courses and distances:

N 20°20'37" W, a distance of 284.48 feet to a 5/8 inch iron rod found for the Southwesterly corner of that certain called 0.3634 of one acre of land dedicated for the widening of Hufsmith Kohrville Road by said map or plat of Brandt Holdings;

N 87°26'22" E, a distance of 24.68 feet to a 5/8 inch iron rod with cap found for the Southwesterly corner of said Reserve "A" of Brandt Holdings and the Southeasterly corner of said dedication;

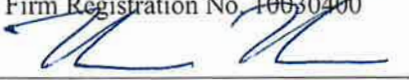
N 20°18'43" W, a distance of 63.00 feet to the Southwesterly corner of that certain Lot 1, Block 1 of said Brandt Holdings;

Thence, N 87°26'22" E, along the Southerly line of said Lot 1, Block 1 of Brandt Holdings, a distance of 833.77 feet to a 3/4 inch iron rod with cap found for the Southeasterly corner of said Lot 1, Block 1 of Brandt Holdings;

Thence, N 13°34'57" W, along the Easterly line of said Lot 1, Block 1 of Brandt Holdings, a distance of 681.28 feet to the POINT OF BEGINNING and containing 38.814 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983, DERIVED FROM CORS SITE RODS.

TRACT BEING SHOWN ON MAP (SEE HSC NO. 2115000OVERALL.dwg)
HOVIS SURVEYING COMPANY, INC.
Texas Firm Registration No. 10630400

By: 
Date: October 30, 2023
Job No: 21-150-00
File No: F21-150.00D
Dwg File: 2115000OVERALL.dwg
Revised: March 14, 2024



