

**REQUEST FOR AGENDA PLACEMENT FORM**

**Submission Deadline - Tuesday, 12:00 PM before Court Dates**

**SUBMITTED BY:** Jennifer VanderLaan

**TODAY'S DATE:** September 15, 2022

**DEPARTMENT:**

Public Works

**SIGNATURE OF DEPARTMENT HEAD:**

*Mandy Gamm*

**REQUESTED AGENDA DATE:**

September 26, 2022

**SPECIFIC AGENDA WORDING:**

Consideration of Variance to Lift Groundwater Accessibility Certification Requirement for Wilson Addition, a proposed subdivision of 2 lots, to be served by private water wells in Precinct #4- Public Works Department

COMMISSIONERS COURT

SEP 26 2022

**PERSON(S) TO PRESENT ITEM:** Jennifer VanderLaan

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

Approved

**TIME:** 10 minutes

**ACTION ITEM:**  \_\_\_\_\_

**WORKSHOP:** \_\_\_\_\_

(Anticipated number of minutes needed to discuss item)

**CONSENT:** \_\_\_\_\_

**EXECUTIVE:** \_\_\_\_\_

**STAFF NOTICE:**

**COUNTY ATTORNEY:** \_\_\_\_\_ **IT DEPARTMENT:** \_\_\_\_\_

**AUDITOR:** \_\_\_\_\_ **PURCHASING DEPARTMENT:** \_\_\_\_\_

**PERSONNEL:** \_\_\_\_\_ **PUBLIC WORKS:**  \_\_\_\_\_

**BUDGET COORDINATOR:** \_\_\_\_\_ **OTHER:** \_\_\_\_\_

\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_



## Johnson County Public Works Department

Jennifer VanderLaan / Director of Public Works  
2 North Mill Street, Suite 305  
Cleburne, Texas 76033  
817-556-6380

### VARIANCE REQUEST

Johnson County Subdivision Rules and Regulations outline what is acceptable under the adopted guidelines. To request a variance for a deviation or exception to that for a lot or tract (ex: road frontage, etc.) please provide the following information. Variance fee is \$120 per request. This request will be presented to the Commissioner's Court for their decision.

Owner Jared Wilson, Trustee Date 9/8/2022

Phone # 214-674-3672

Email Address Jarednwilson@gmail.com

Property Information for Variance Request:

Property 911 address 10544 CR 109, Alvarado Tx 76009

Subdivision name Wilson Addition Block 1 Lot 1

Survey PP Barnes Abstract A-25 Acreage 12.469

Reason for request There is no intent to put water service on the property at this time. The land will only be used for keeping livestock and recreational activities. It is understood that a Groundwater

Accessibility Certificate will be required if water is needed at a later date. I request the GAC be waived.

Provide the following with this request:

- Copy of your plat if property has been platted
- Copy of property deed
- Survey or drawing showing existing structures

CALLED 220.01 ACRES (PARCEL NO. 3)  
HARPER CATTLE, L.L.C.  
VOLUME 2304, PAGE 855  
DIRECT

COUNTY ROAD 109  
PREScriptive RIGHT-OF-WAY

FLOOD STATEMENT

ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR JOHNSON COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48231(C0223), EFFECTIVE DATE DECEMBER 4, 2012, THIS PROPERTY IS LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 300-YEAR FLOOD PLAIN).

THE ABOVE REFERENCED FEMA FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE "ZIP" IF DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL SOURCES OF SMALL SIZE, WHICH COULD BE FLOODED BY SEVERE, CONCENTRATED RAINFALL COUPLED WITH INADEQUATE LOCAL DRAINAGE SYSTEMS. THERE MAY BE OTHER STREAMS, CREEKS, LOW AREAS, DRAINAGE SYSTEMS ON OTHER SURFACES OR SUBSURFACE CONDITIONS EXISTING ON OR NEAR THE SUBJECT PROPERTY WHICH ARE NOT STUDIED OR ADDRESSED AS PART OF THE "ZIP".

BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN THE DRAINAGE EASEMENTS, AND FEING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED.

THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVELING ALONG OR ACROSS THIS ADDITION WILL REMAIN AS OPEN CHANNELS OWNED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVELLED BY OR ADJACENT TO DRAINAGE COURSES ALONG OR ACROSS SAID LOTS.

JOHNSON COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATIONS OF SAID DRAINAGE WAYS OR FOR THE CONTROL OF EROSION.

JOHNSON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOOD CONDITIONS.

JOHNSON COUNTY HAS THE RIGHT BUT NOT A DUTY TO ENTER ONTO PROPERTY AND CLEAR ANY OBSTRUCTION INCLUDING BUT NOT LIMITED TO TREES, PLANTS, DIRT, OR BUILDINGS WHICH OBSTRUCT THE FLOW OF WATER THROUGH DRAINAGE EASEMENTS.

OWNER'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF JOHNSON

WHEREAS, TUNGSTEN INTERNATIONAL 401K PSP, ACTING BY AND THROUGH THE UNDERSIGNED, IS THE OWNER OF A 12.489 ACRE TRACT OF LAND SITUATED IN THE P.F. BARNES SURVEY, ABSTRACT NUMBER 25, JOHNSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 12.471 ACRE TRACT OF LAND DESCRIBED BY DEED TO TUNGSTEN INTERNATIONAL 401K PSP, JARED WILSON, TRUSTEE, RECORDED IN COUNTY CLERK'S INSTRUMENT NO. 2022-24281, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A MAG NAIL SET AT THE NORTHEAST CORNER OF SAID CALLED 12.471 ACRE TRACT, SAME BEING THE WESTERNMOST CORNER OF A CALLED 20.261 ACRE TRACT OF LAND DESCRIBED BY DEED TO MICHAEL R. NOACK, RECORDED IN VOLUME 2455, PAGE 380, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING IN THE APPROXIMATE CENTERLINE OF COUNTY ROAD 109, A PREScriptive RIGHT-OF-WAY;

THENCE SOUTH 30 DEGREES 21 MINUTES 40 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID CALLED 12.471 ACRE TRACT, BEING COMMON WITH THE SOUTHWEST LINE OF SAID CALLED 20.261 ACRE TRACT, A DISTANCE OF 1329.01 FEET, TO A 1/2" IRON ROD FOUND AT THE EASTERNMOST CORNER OF SAID CALLED 20.261 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID CALLED 20.261 ACRE TRACT, AND BEING THE APPARENT NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE PROBATE DOCUMENT TO THE HEIRS OF ALICE JUANITA THOMPSON, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2010-12453, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE SOUTH 57 DEGREES 54 MINUTES 19 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE SOUTHWEST LINE OF SAID CALLED 12.471 ACRE TRACT, BEING COMMON WITH THE NORTHWEST LINE OF SAID THOMPSON TRACT, A DISTANCE OF 407.44 FEET, TO A 1/2" CAPPED IRON ROD FOUND STAMPED "GRANT" AT THE SOUTHWEST CORNER OF SAID CALLED 12.471 ACRE TRACT, SAME BEING THE EASTERNMOST CORNER OF A CALLED 12.471 ACRE TRACT OF LAND DESCRIBED BY DEED TO GREGORY L. GREGG, RECORDED IN VOLUME 3383, PAGE 314, DEED RECORDS, JOHNSON COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID CALLED 12.471 ACRE TRACT BEARS 372.27 FEET;

THENCE NORTH 30 DEGREES 21 MINUTES 40 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE SOUTHWEST LINE OF SAID CALLED 12.471 ACRE TRACT, BEING COMMON WITH THE NORTHWEST LINE OF SAID CALLED 12.471 ACRE TRACT, AT A DISTANCE OF 1329.01 FEET, PASSING A 1/2" CAPPED IRON ROD FOUND STAMPED "GRANT" FOR REFERENCE, AND CONTINUING IN ALL 1338.41 FEET, TO A MAG NAIL SET AT THE WESTERNMOST CORNER OF SAID CALLED 12.471 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID CALLED 12.471 ACRE TRACT, AND BEING IN THE APPROXIMATE CENTERLINE OF SAID COUNTY ROAD 109;

THENCE NORTH 59 DEGREES 13 MINUTES 38 SECONDS EAST, DEPARTING SAID COMMON LINE AND ALONG THE NORTHWEST LINE OF SAID CALLED 12.471 ACRE TRACT, A DISTANCE OF 407.38 FEET, TO THE POINT OF BEGINNING, AND CONTAINING 12.489 ACRES OR 543,153 SQUARE FEET OF LAND, MORE OR LESS.

NOW THEREFORE KNOWN TO ALL MEN BY THESE PRESENTS:

THAT TUNGSTEN INTERNATIONAL 401K PSP, ACTING BY AND THROUGH THE UNDERSIGNED, OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREBY DESCRIBED PROPERTY AS LOT 1, BLOCK 1, WILSON ADDITION, AN ADDITION TO JOHNSON COUNTY, TEXAS, AND HEREBY DEDICATE TO THE PUBLIC USE, WITHOUT RESERVATION, THE STREETS, EASEMENTS, RIGHT-OF-WAYS, AND ANY OTHER PUBLIC AREA SHOWN HEREON.

WITNESS MY HAND, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

SCOTT D. HAMLETT

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

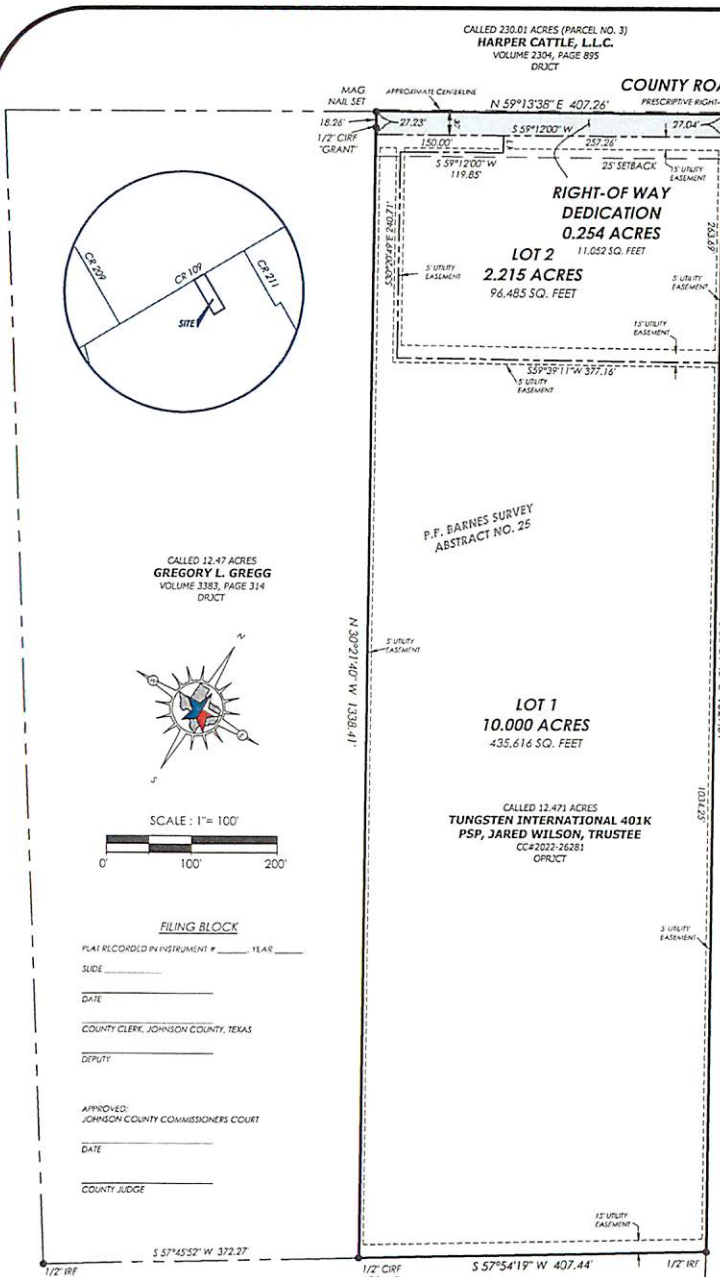
MY COMMISSION EXPIRES: \_\_\_\_\_

**FINAL PLAT OF  
LOT 1, BLOCK 1,  
WILSON ADDITION**  
BEING 6.568 ACRES OF LAND SITUATED IN  
THE W.S. CRADDOCK SURVEY, ABSTRACT  
NO. 133, JOHNSON COUNTY, TEXAS

2 BUILDABLE LOTS  
AUGUST, 2022



**-LONESTAR-**  
LAND SURVEYING, LLC  
TBPELS FIRM# 10194707  
2813 COUNTY ROAD 804A,  
BURLESON, TX 76028  
MARSHALL.MILLER@LONESTARLANDSURVEYING.COM



HEIRS OF ALICE JUANITA THOMPSON  
CC# 2010-12453  
DIRECT

LEGEND  
DIRECT = DEED RECORDS, JOHNSON COUNTY, TEXAS  
PROJECT = PLAT RECORDS, JOHNSON COUNTY, TEXAS  
OBJECT = OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS  
CC# = COUNTY CLERK'S INSTRUMENT NUMBER  
IR# = IRON ROD FOUND  
CRS = 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR RPLS 1887"

PROJECT NUMBER: 220673 DATE: AUGUST 3, 2022  
REVISED DATE:  
REVISION NOTES:  
SHEET 1 OF 2

**PLAT NOTES**

1. THE BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, NORTH CENTRAL ZONE, 4202.
2. EASEMENTS AND BUILDING SETBACKS:  
UTILITY EASEMENT  
15' FROM LOT LINE IN FRONT AND BACK  
5' FROM LOT LINE ON THE SIDES
3. THIS SUBDIVISION OR ANY PART THEREOF IS NOT LOCATED WITHIN THE ETJ OF ANY CITY OR TOWN.
4. THE DESIGNATION OF THE PROPOSED USAGE OF THE AREA SHOWN ON PLAT IS FOR SINGLE FAMILY RESIDENTIAL.
5. THE DEVELOPER SHALL COMPLETE ALL ROADS AND DRAINAGE FACILITIES IN A SUBDIVISION WITHIN 12 MONTHS AFTER THE DATE OF FINAL PLAT APPROVAL.

**UTILITY EASEMENTS**  
WATER: PRIVATE WATER WELL  
ELECTRIC: UNITED COOPERATIVE SERVICES (817) 554-4000  
SEPTIC: PRIVATE INDIVIDUAL SEPTIC SYSTEMS

**PRIVATE SEWAGE FACILITY**

ON-SITE SEWAGE FACILITY PERFORMANCE CANNOT BE GUARANTEED EVEN THOUGH ALL PROVISIONS OF THE RULES OF JOHNSON COUNTY, TEXAS FOR PRIVATE SEWAGE FACILITIES ARE COMPLIED WITH.

INSPECTIONS AND/OR ACCEPTANCE OF A PRIVATE SEWAGE FACILITY BY THE PUBLIC WORKS DEPARTMENT SHALL INDICATE ONLY THAT THE FACILITY MEETS MINIMUM REQUIREMENTS AND DOES NOT RELIEVE THE OWNER OF THE PROPERTY FROM COMPLYING WITH COUNTY, STATE AND FEDERAL REGULATIONS. PRIVATE SEWAGE FACILITIES, ALTHOUGH APPROVED AS MEETING MINIMUM STANDARDS, MUST BE UPGRADED BY THE OWNER AT THE OWNER'S EXPENSE IF NORMAL OPERATION OF THE FACILITY RESULTS IN OBJECTIONABLE ODORS. IF UNSANITARY CONDITIONS ARE CREATED, OR IF THE FACILITY WHEN USED DOES NOT COMPLY WITH GOVERNMENTAL REGULATIONS.

A PROPERLY DESIGNED AND CONSTRUCTED PRIVATE SEWAGE FACILITY SYSTEM, INSTALLED IN SUITABLE SOIL, CAN MALFUNCTION IF THE AMOUNT OF WATER THAT IS REQUIRED TO DISPOSE OF IS NOT CONTROLLED. IT WILL BE THE RESPONSIBILITY OF THE LOT OWNER TO MAINTAIN AND OPERATE THE PRIVATE SEWAGE FACILITY IN A SATISFACTORY MANNER.

**DUTIES OF DEVELOPER/PROPERTY OWNER**

THE APPROVAL AND FILING OF THIS PLAT BY JOHNSON COUNTY DOES NOT RELIEVE THE DEVELOPER OF THE PROPERTY OR OWNER OF THE PROPERTY OF ANY DUTY TO COMPLY WITH ALL LOCAL, STATE OR FEDERAL LAW OF THE JURISDICTIONS IN WHICH THE PROPERTY IS LOCATED.

THE APPROVAL AND FILING OF THIS PLAT BY JOHNSON COUNTY DOES NOT RELIEVE THE DEVELOPER OF THE PROPERTY OR OWNER OF THE PROPERTY OF ANY DUTY TO ANY ADJACENT OR DOWNSTREAM PROPERTY OWNER OR IMPROVE, IMPUTE OR TRANSFER ANY DUTY OR LIABILITY TO JOHNSON COUNTY, THE COMMISSIONERS, OFFICIALS OR EMPLOYEES OF JOHNSON COUNTY.

**SURVEYOR'S CERTIFICATION**

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MARSHALL W. MILLER, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT AND THE FIELD NOTES MADE A PART THEREOF FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JOHNSON COUNTY, TEXAS.

EXECUTED THIS \_\_\_\_\_ DAY OF AUGUST, 2022.

**PRELIMINARY**  
This document shall not be  
re-recorded for any purpose and shall  
not be used or viewed as a final  
survey document.

MARSHALL W. MILLER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 4882

JOHNSON COUNTY MAKES NO REPRESENTATION THAT THE CREEKS, STREAMS, RIVERS, DRAINAGE CHANNELS OR OTHER DRAINAGE STRUCTURES, DEVICES, OR FEATURES PORTRAYED HEREON ARE ACTUALLY EXISTING ON THE PROPERTY PORTRAYED BY THIS PLAT DO NOT VIOLATE THE STATUTES OR COMMON LAW OF AN INCORPORATED CITY, JOHNSON COUNTY, THE STATE OF TEXAS, OR THE UNITED STATES.

JOHNSON COUNTY IS RELYING UPON THE SURVEYOR WHOSE NAME IS AFFIXED HEREON TO MAKE ACCURATE AND TRUTHFUL REPRESENTATIONS UPON WHICH JOHNSON COUNTY CAN MAKE DETERMINATIONS REGARDING THE APPROVAL OR DISAPPROVAL OF THIS PLAT.

**INDEMNITY**

THE PROPERTY DEVELOPER SUBMITTING THIS PLAT TO JOHNSON COUNTY FOR APPROVAL AND THE OWNER OF THE PROPERTY THE SUBJECT OF THIS PLAT DO HEREBY AGREE TO JOINTLY AND SEVERALLY INDEMNIFY AND HOLD HARMLESS JOHNSON COUNTY AND THE COMMISSIONERS, OFFICIALS, AND EMPLOYEES OF JOHNSON COUNTY FROM ANY AND ALL CLAIMS OR DAMAGES RESULTING FROM OR ALLEGEDLY ARISING FROM JOHNSON COUNTY'S APPROVAL OR FILING OF THIS PLAT OR CONSTRUCTION DOCUMENTS ASSOCIATED THEREWITH.

**UTILITY EASEMENTS**

ANY PUBLIC UTILITY, INCLUDING JOHNSON COUNTY, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OTHER GROVES OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION OR MAINTENANCE OR OPERATION OF ANY OF ITS RESPECTIVE SYSTEMS IN ANY OF THE EASEMENTS SHOWN ON THE PLAT, AND ANY PUBLIC UTILITY INCLUDING JOHNSON COUNTY, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.

**FILING A PLAT**

IT IS A CRIMINAL OFFENSE PUNISHABLE BY A FINE OF UP TO \$1000.00, CONFINEMENT IN THE COUNTY JAIL FOR UP TO 90 DAYS OR BY BOTH FINE AND CONFINEMENT FOR A PERSON WHO SUBDIVIDES REAL PROPERTY TO USE THE SUBDIVISION'S DESCRIPTION IN A DEED OF CONVEYANCE, A CONTRACT FOR A DEED, OR A CONTRACT OF SALE OR OTHER EXECUTOR CONTRACT TO CONVEY THAT IS DELIVERED TO A PURCHASER UNLESS THE PLAT OR REPLAT OF THE SUBDIVISION IS APPROVED AND IS FILED FOR RECORDS WITH THE JOHNSON COUNTY CLERK. HOWEVER, SAID DESCRIPTION MAY BE USED IF THE CONVEYANCE IS EXPRESSLY CONTINGENT ON APPROVAL AND RECORDING OF THE FINAL PLAT AND THE PURCHASER IS NOT GIVEN USE OR OCCUPANCY OF THE REAL PROPERTY CONVEYED BEFORE THE RECORDING OF THE PLAT.

A PURCHASER MAY NOT USE OR OCCUPY PROPERTY DESCRIBED IN A PLAT OR REPLAT OF A SUBDIVISION UNTIL SUCH TIME AS THE PLAT IS FILED FOR RECORD WITH THE COUNTY CLERK'S OFFICE OF THE JOHNSON COUNTY CLERK.

**FILING A PLAT IS NOT ACCEPTANCE OF ROADS FOR COUNTY MAINTENANCE**

THE APPROVAL AND FILING OF A PLAT WHICH DEDICATES ROADS AND STREETS DOES NOT MAKE THE ROADS AND STREETS COUNTY ROADS SUBJECT TO COUNTY MAINTENANCE. NO ROAD, STREET OR PASSAGEWAY SET ASIDE IN THIS PLAT SHALL BE MAINTAINED BY JOHNSON COUNTY, TEXAS IN THE ABSENCE OF AN EXPRESS ORDER OF THE COMMISSIONERS COURT ENTERED OF RECORD IN THE MINUTES OF THE COMMISSIONERS COURT OF JOHNSON COUNTY, TEXAS SPECIFICALLY IDENTIFYING ANY SUCH ROAD, STREET OR PASSAGEWAY AND SPECIAL ACCEPTING SUCH ROAD, STREET OR PASSAGEWAY FOR COUNTY MAINTENANCE.

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.

## GENERAL WARRANTY DEED

**Effective**

**Date:** May 6, 2022

**Grantor:** SCOTTY D. HAMLETT and TERRI L. HAMLETT  
10544 CR 109  
Alvarado TX 76009

**Grantee:** TUNGSTEN INTERNATIONAL 401K PSP, Jared Wilson, Trustee  
P.O. Box 2396  
Burleson, TX 76097

**Property:**

Being a 100% fee simple interest in all that certain lot, tract, or parcel of land commonly known as 10544 CR 109, Alvarado TX 76009, situated in Johnson County, Texas more particularly described in the attached Exhibit "A" incorporated herein by reference, together with all rights, interests, privileges, and appurtenances belonging to or in any way pertaining to said real property, as well as any and all improvements, fixtures, and personal property located thereon all of which are collectively referred to herein as the "Property."

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

This conveyance is made and accepted subject to liens described as part of the Consideration, if any, and any other liens described in this Deed as being either assumed or subject to which title is taken, if any; rights of parties in possession, if any, including unrecorded leases; validly existing easements, rights-of-way, and prescriptive rights affecting the surface of the Property or underground, whether recorded or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions affecting the Property; all oil and gas

leases, mineral interests, and water 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 creation, establishment, maintenance, and operation of any municipal or county water or other improvement district; governmental rights of police power or eminent domain unless notice of the exercise of such appears in the real property records as of the date hereof; and all zoning laws, regulations, and ordinances of municipal, county, or other governmental authorities, if any be applicable.

This conveyance is further made subject to all matters of which Grantee has actual or constructive notice, whether of record or not, including but not limited to defects, liens, encumbrances, or adverse claims; and all matters excepted from coverage in any owner's title insurance policy that may be issued to Grantee in connection with this conveyance.

**Consideration**

Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged.

**Conveyance:**

Grantor, for the consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property adverse to and exclusive of all others, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee and Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor, by execution of this deed, hereby extinguishes any right or claim of ownership in and to the Property by any party not Grantee.

**General Warranty:**

Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns 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, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

**Representations and Warranties by Grantor**

Grantor represents and warrants to Grantee that (1) there are no liens, encumbrances, or indebtedness against or affecting the Property other than those expressly listed herein; and (2) there is no IRS or other tax lien (actual, pending, or threatened) that has attached or may attach to the property.

**Assignment of Casualty Insurance Policy:**

Grantor irrevocably, absolutely, and unconditionally grants, transfers and assigns to Grantee, Grantee's heirs and assigns, all of Grantor's interest in and to all policies of casualty insurance pertaining to the Property including Grantor's interest in and to payments made pursuant to said policies.

**Disclosures and Agreements:**

Grantor guarantees to Grantee that no improvement, fixture and/or personal property situated on the Property reflected in this Deed, encroaches on any neighbor's property, nor does any neighbor's improvement, fixture and/or personal property encroach on the Property reflected in this Deed. Grantor also guarantees to Grantee that no easements or other adverse aspects of title affect the Property including Grantee's right to peacefully occupy, rent out or enjoy the house and other improvements as and where they currently lie; nor have any building codes or restrictions or setback requirements been violated in the placement of any improvements, fixtures and/or personal property on the Property. Grantor continues to be entirely liable for any violations Grantee may receive as it relates to the above guarantees. Grantor indemnifies and holds Grantee harmless from all liability for any fines, assessments or construction changes that may arise relating to any improvements, fixtures and/or personal property currently existing on the Property. Grantor further guarantees, at the request of Grantee, to rectify any problems or complications within 30 days that may arise at the Property regarding a matter covered by the above promises and guarantees, or elsewhere in this Deed, to the satisfaction of Grantee, without requirement for reasonableness, or refund the sales price. Based fully on the guarantees of Grantor above, Grantee agrees to forgo the purchase of a survey and subsequent survey title policy coverage before purchasing the property. This provision shall be indefinitely enforceable by Grantee as a material contract term.

**Miscellaneous:**

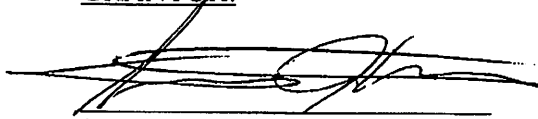
When the context requires, singular nouns and pronouns include the plural, and gender shall be adjusted as appropriate. When this Deed is executed by or to a limited liability company or corporation the words "heirs, executors, and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns. This Deed contains the entire agreement of Grantor and Grantee with regards to conveyance of the Property to Grantee and supersedes prior agreements, written or oral.

(Balance of Page Intentionally left blank)

Grantor acknowledges that Grantor has conveyed to Grantee a full, complete and absolute 100% fee simple interest in the property exclusive of, and adverse to all others.

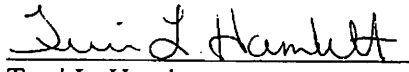
EFFECTIVE on the above-written "Effective Date" regardless of the date of execution or acknowledgment.

GRANTOR:



Scotty D. Hamlett

GRANTOR:



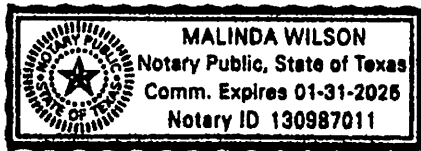
Terri L. Hamlett

ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF Tarrant §  
~~Johnson~~ §

This instrument was acknowledged before me, on May 16th 2022, by SCOTTY D. HAMLETT and TERRI L. HAMLETT.

Malinda Wilson  
Notary in and for the State of Texas



**Exhibit "A"**

All that certain tract, lot, or parcel of land situated in Johnson County, Texas, being 12.471 acres lying in the Philip P. Barnes Survey, Abstract No. 25, about 15 miles East from the Courthouse in Johnson County, and being part of that called 45.585 acre tract described in Warranty Deed from Jessie G. Mitchell to Wilderness Enterprises, Inc., dated the 31<sup>st</sup> day of March 1999, as recorded by Clerk's File No. WD 99/08914, Deed Records of Johnson County, Texas, said tract being more particularly described by metes and bounds as follows:

Commencing at a railroad spike recovered in Johnson County Road No. 109 being the northeasterly corner of said 45.585 acre tract, thence South 60°00'00" West with said county road and the northerly line of said 45.585 acre tract, a distance of 414.58 feet to a railroad spike set for the northeasterly corner of this tract, and the POINT OF BEGINNING:

THENCE South 29 degrees 30 minutes 15 seconds East parallel with the easterly line of said 45.585 acre tract, passing the southerly right-of-way line of the said county road at a distance of 19.0 feet, in all a distance of 1329.01 feet to a ½ inch steel pin recovered for a corner, said corner being the northeasterly corner of that called 50 acre tract described in deed to J. Thompson, as recorded in Volume 625, Page 809, D.R.J.C.T.;

THENCE South 58 degrees 40 minutes 40 seconds West (called S59°24'27" W), with the southerly line of said 45.585 acre tract, a distance of 407.52 feet to a 5/8 inch steel pin set for a corner, said corner bears N58°40'40"E, 372.58 feet from the most westerly southwest corner of said 45.585 acre tract;

THENCE North 29 degrees 30 minutes 15 seconds West, passing at 1320.4 feet the southerly right-of-way line of said county road, in all distance of 1338.41 feet to a railroad spike set in pavement for a corner;

THENCE North 60 degrees 00 minutes 00 seconds East with the said county road, a distance of 407.33 feet, to the POINT OF BEGINNING; said described tract containing 12.471 acres, more or less.

The bearings recited herein are correlated to the bearing of record for the northerly line of said 45.585 acre tract, said bearing North 60° East as recovered by survey on the ground.

**Grantee Address:**

P.O. Box 2396, Burleson, TX 76097

**After Recording Return To:**

TUNGSTEN INTERNATIONAL 401k PSP  
P.O. Box 2396  
Burleson, TX 76097





\*VG-137-2022-26281\*

Johnson County  
Becky Ivey  
Johnson County Clerk

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Instrument Number: 2022 - 26281

Real Property Recordings

Recorded On: July 25, 2022 01:34 PM

Number of Pages: 6

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" Examined and Charged as Follows: "

Total Recording: \$42.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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.

**File Information:**

Document Number: 2022 - 26281

Receipt Number: 20220725000147

Recorded Date/Time: July 25, 2022 01:34 PM

User: Heidi P

Station: CCI15

**Record and Return To:**

TUNGSTEN INTERNATIONAL 401K PSP

PO BOX 2396

BURLESON TX 76097



STATE OF TEXAS

Johnson County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Johnson County, Texas

Becky Ivey  
Johnson County Clerk  
Johnson County, TX