

Copy for Judd

Survey Received
and Accepted By

X Delores D. Nichol

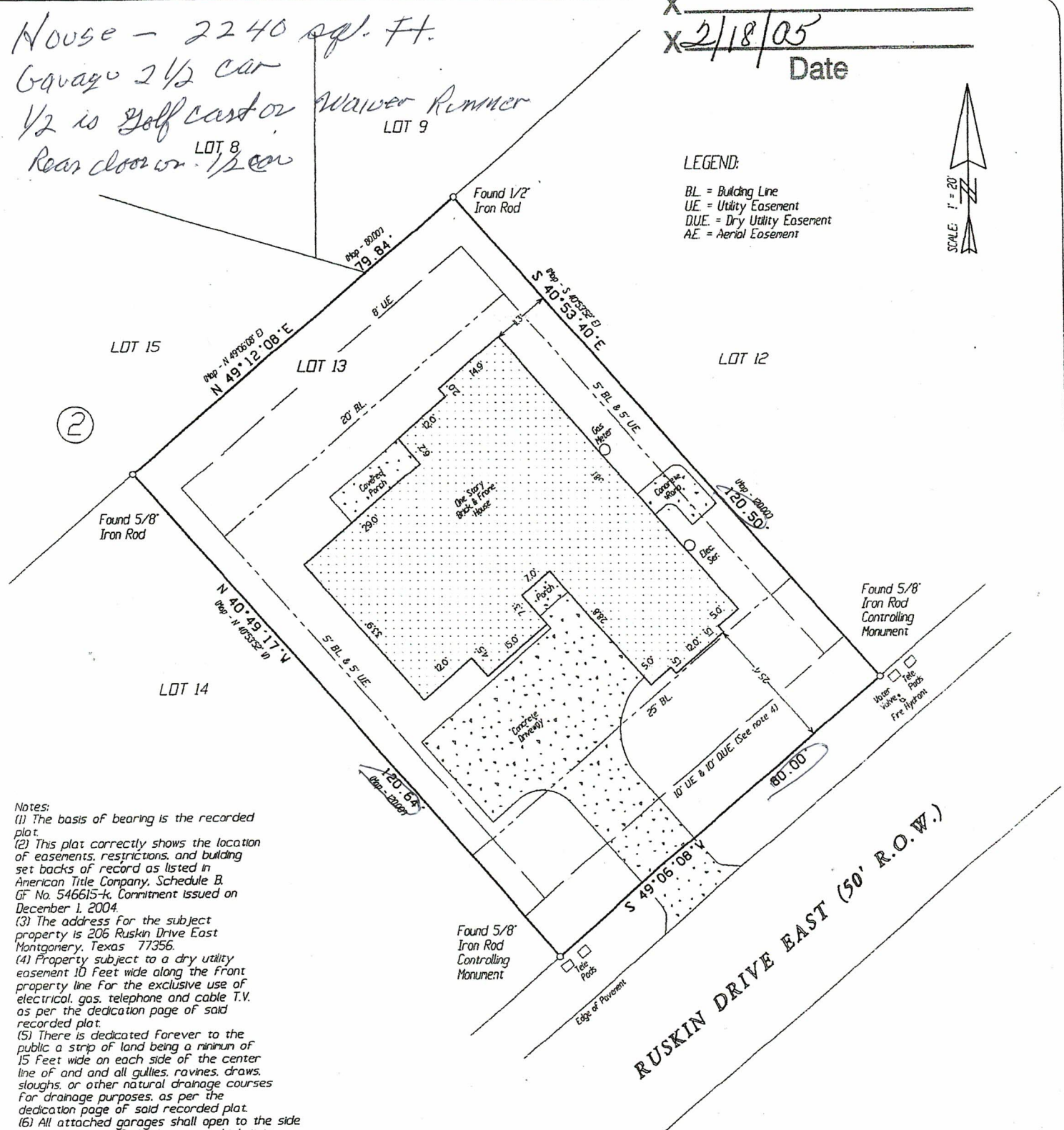
X 2/18/05

Date

House - 2240 sq. Ft.
Garage 2 1/2 car
1/2 is golf cart or waiver runner
Rear door on 1/2 car

LEGEND:

- BL = Building Line
- UE = Utility Easement
- DUE = Dry Utility Easement
- AE = Aerial Easement



Notes:

- (1) The basis of bearing is the recorded plat.
- (2) This plat correctly shows the location of easements, restrictions, and building set backs of record as listed in American Title Company, Schedule B, CF No. 546615-K, Commitment issued on December 1, 2004.
- (3) The address for the subject property is 206 Ruskin Drive East, Montgomery, Texas 77356.
- (4) Property subject to a dry utility easement 10 Feet wide along the front property line for the exclusive use of electrical, gas, telephone and cable T.V. as per the dedication page of said recorded plat.
- (5) There is dedicated forever to the public a strip of land being a minimum of 15 Feet wide on each side of the center line of and all gullies, ravines, draws, sloughs, or other natural drainage courses for drainage purposes, as per the dedication page of said recorded plat.
- (6) All attached garages shall open to the side or to the rear of the Lot upon which it is built, except that a garage may open to the front of the Lot if the front of the garage is set back at least 15' from the front of the main dwelling, & a detached garage may be constructed with an 8' rear building setback line as per CF No. 8722563 RPRMC.
- (7) There is hereby dedicated a 5' wide electric service UE, extending from the surface of the ground downward being 25' on each side of underground electric service as per CF No. 8722563 RPRMC.
- (8) Property not subject to AE, as described in said Title Commitment.

Lot 13, in Block 2, of BENTWATER, SECTION ONE (1), a subdivision in MONTGOMERY County, Texas, according to the map or plat thereof, recorded in Cabinet E, Sheet 174-B of the Map Records of MONTGOMERY County, Texas.

**T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT
(MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS)**

Date: 1/9/2020 GF No. _____

Name of Affiant(s): Harry J. Nicholke Trustee/Perry G. Shea and Margaret Shea Trust

Address of Affiant: P.O. Box 319 Saint Joseph MI 49085

Description of Property: 206 Ruskin Dr. E. (Residential Home)
County Montgomery, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of TEXAS, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners."):

2. We are familiar with the property and the improvements located on the Property.

3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.

4. To the best of our actual knowledge and belief, since _____ there have been no:
- a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;
 - b. changes in the location of boundary fences or boundary walls;
 - c. construction projects on immediately adjoining property(ies) which encroach on the Property;
 - d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below:) Added fence and patio

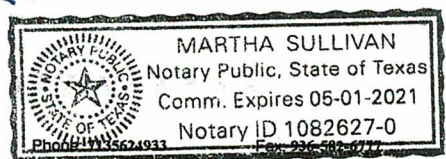
5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.

6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

Harry J. Nicholke
Trustee

SWORN AND SUBSCRIBED this 9th day of January, 2020

Notary Public Martha Sullivan



(TXR-1907) 02-01-2010