

Dawn Seil

Extraterritorial Jurisdiction Release Petition

To: City of Terrell Hall- City Secretary
201 East Nash Street
Terrell, Tx 75161

I/We Heiko Habig,
majority owner/ owners of parcel/parcels of land in ETJ of Terrell, Tx
hereby petition City, under Tx Local Gov Code Section 42, Sub-chapter D, for the area
of land described in attached Exhibits, to be released from the ETJ of City of Terrell.

Majority owner/owners of land title holders have signed this petition below for land area described in petition, as
shown in attached Exhibits from Kaufman County tax roll records of county central appraisal district.

Petitioner Signatures:

<u>905</u>	<u>12-05-2023</u>		
Signature	Date	Signature	Date
<u>Heiko Habig</u>			
Printed Name		Printed Name	
Date of Birth: <u>[REDACTED]</u>		Date of Birth: _____	
Mailing address: <u>15181 Armstrong Terrell Texas 75160</u>			
Phone #: <u>602-999-3524</u>			
Email: <u>heikohabig@gmail.com</u>			

General Location of Property: Legal Description: KRISKA MESA ESTATES, BLOCK 6,7
Site Address: 15199 Armstrong Terrell Texas 75160

Parcel ID No(s): Property ID: 29576 Map ID: B3-D-3

Total Area (acres) 5 Acres
Subdivision: S2130 - KRISKA MESA ESTATES
Lot 29576 Block 28-NFAV/GD

Reason for Request: To be removed from the ETJ

Attachments/Exhibits used:

Metes and bounds or a copy of the recorded plat for the property

Property Tax Roll records (current property details listed on Kaufman County Appraisal District

State Of Texas
County of Hunt

This instrument was acknowledged before me on December 5, 2023

By: Heiko Habig

(Personalized Seal)

Notary Public's Signature: Lauri A. Lea

Submitted this 5th day of December 2023

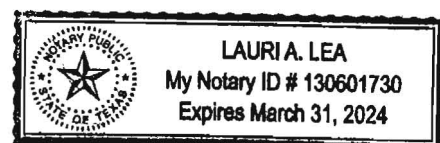


EXHIBIT "A"

**LEGAL DESCRIPTION AND DEPICTION OF AREA TO BE REMOVED FROM THE
EXTRATERRITORIAL JURISDICTION**

[Please See Attached]

EXHIBIT "B"

**OWNERSHIP OF AREA TO BE REMOVED FROM THE EXTRATERRITORIAL
JURISDICTION**

[Please See Attached]

Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2019-0003587

Billable Pages: 7
Number of Pages: 8

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
On: 02/19/2019 at 10:19 AM	E-RECORDING
Document Number: <u>2019-0003587</u>	
Receipt No: <u>19-3400</u>	
Amount: \$ <u>50.00</u>	
Vol/Pg: <u>V:5935 P:57</u>	



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me
and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Maribel Vazquez, Deputy

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.

Record and Return To:

EAST TEXAS TITLE CO OF GREGG CTY
1516 JUDSON ROAD
LONGVIEW, TX 75601



East Texas Title
771 E Hwy 80 #200
Forney Texas 75126
352989

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST

Date: February 15, 2019

Grantor: **HEIKO HABIG, A Single MAN**

Grantor's Mailing Address (including County): 15181 Armstrong
Terrell, Kaufman County, Texas 75751

Trustee: **CELIA C. FLOWERS**

Trustee's Mailing Address (including County): 1021 ESE Loop 323, Suite 200
Tyler, Smith County, Texas 75701

Beneficiary: **RANCH CHALET, LLC, A TEXAS LIMITED LIABILITY COMPANY**

Beneficiary's Mailing Address (including County): 3900 SW Loop 7
Athens, Henderson County, Texas 75160

Note(s):

Date: February 15, 2019

Amount: SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00)

Maker: **HEIKO HABIG**

Payee: **RANCH CHALET, LLC, A TEXAS LIMITED LIABILITY COMPANY**

Final Maturity Date: February 15, 2029

Terms of Payment:

The Principal Amount and interest are due and payable in one hundred nineteen (119) monthly installments of SEVEN HUNDRED TWENTY-SIX AND NO/100 DOLLARS (\$726.00) on the 15th day of each month, beginning March 15, 2019 and continuing until February 15, 2029 when the one hundredth twentieth (120) and final installment of SIX HUNDRED FORTY THREE AND 28/100 DOLLARS (\$643.28) shall be due and

payable; interest being calculated on the unpaid principal to the date of each installment paid and the payment made, credited first to the discharge of the interest accrued and the balance to the reduction of the principal.

Property:

All that certain lot, tract or parcel of land, situated the W. E. Sullivan Survey, Abstract No. 490, Kaufman County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference for all purposes

Prior Lien(s) (including recording information):

NONE

Other Exceptions to Conveyance and Warranty:

Liens described a part of the consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, 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 any governmental or other entity authorized to establish regulations and assess taxes and liens, including, but not limited to, the county where the property is located and water improvement districts; applicable zoning regulations; and taxes for the current year, which Grantor assumes and agrees to pay; but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this Deed of Trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:

- a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approved a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;
 - e. provides flood insurance at any time the property is in a flood hazard area; and
 - f. contains such other coverage as Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% coinsurance clause;
 6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
 7. keep any buildings occupied as required by the insurance policy; and
 8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement then Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the note immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
 - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance.

General Provisions

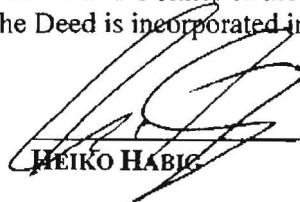
1. Further, if any of the property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home occupied by Grantor, exceptions to this provision are limited to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; and (g) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the Property.
3. Recitals in any Trustee's Deed conveying the property will be presumed to be true.
4. Proceedings under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute any election of remedies.
5. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
6. If any portion of the note cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge that portion.
7. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation and from damages caused by public works or constructions on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
8. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rents and other income and receipts from the property. Leases are not assigned. Grantor

warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the note and Deed of Trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this Deed of Trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

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

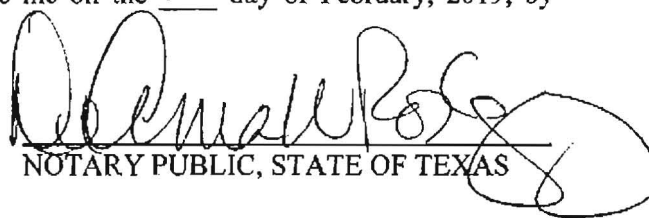
10. When the context requires, singular nouns and pronouns include the plural.
11. The term note includes all sums secured by this Deed of Trust.
12. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
13. If Grantor and Maker is not the same person, the term Grantor shall include Maker.
14. Grantor shall furnish Beneficiary, before each year's ad valorem taxes become delinquent, evidence that all ad valorem taxes on the property have been paid.
15. Grantor represents that this Deed of Trust and the note are given for the following purposes:

The debt evidenced by the note is in part payment of the purchase price of the property; the debt is secured by this Deed of Trust and by a vendor's lien on the property, which is expressly retained in a Deed of even date given by **RANCH CHALET, LLC, A TEXAS LIMITED LIABILITY COMPANY** to Grantor herein. This Deed of Trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The Deed is incorporated into this Deed of Trust.



HEIKO HABIG

This instrument was acknowledged before me on the 15th day of February, 2019, by
HEIKO HABIG.


NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF:

Celia C. Flowers
Attorney at Law
1021 ESE Loop 323, Suite 200
Tyler, Texas 75701

AFTER RECORDING RETURN TO:

Ranch Chalet, LLC
3900 SW Loop 7
Athens, TX 75751



EXHIBIT "A"

All that certain lot, tract or parcel of land, part of the W. E. Sullivan Survey, Abstract No. 490, Kaufman County, Texas, all of Tract No. 5 of an unrecorded subdivision known as Kriska Mesa Estates and all of that certain called 5.000 acre tract conveyed to Lynne M. Torricelli by Carmelo F. Torricelli on November 7, 2003, recorded in Vol. 2314 page 514 of the Deed Records of Kaufman County, Texas, being more completely described as follows, to-wit:

BEGINNING at a 3/8" Iron rod set at the West corner of the above mentioned 5.000 acre tract, at the South corner of the Larry A. Dean, Sr., et ux 5.000 acre tract, recorded in Vol. 715 page 290 of the Deed Records of Kaufman County, Texas, in the Northeast line of Tract No. 4 of Highpoint Estates, recorded in cabinet 1 page 203 of the Plat Records of Kaufman County, Texas and being in the Southwest line of Armstrong Road, from which a 3/8" Iron rod set in the Northeast line of said road bears N 48 deg. 19 min. 44 sec. E-50.02 ft.

THENCE N 48 deg. 19 min. 44 sec. E, with the Southeast line of said Dean 5.000 acre tract, a distance of 676.32 ft. to a 1/2" Iron rod found at the East corner of same and being in the Southwest line of the Craig Bennight, Jr. And Johanna R. Bennight 40.944 acre tract, recorded in Vol. 2763 page 165 of the Deed Records of Kaufman County, Texas.

THENCE S 43 deg. 08 min. 37 sec. E, with the Southwest line of said 40.944 acre tract, a distance of 321.65 ft. to a 1/2" Iron rod found at the North corner of the Lynne M. Torricelli 5.009 acre tract, recorded in Vol. 2314 page 514 of the Deed Records of Kaufman County, Texas.

THENCE S 48 deg. 16 min. 10 sec. W, with the Northwest line of said 5.009 acre tract, a distance of 675.65 ft. to a 3/8" Iron rod found at the West corner of same, in the Northeast line of Tract No. 5 of the above mentioned Highpoint Estates and being in the Southwest line of Armstrong Road, from which a 3/8" Iron rod found in the Northeast line of said road bears N 48 deg. 16 min. 10 sec. E-50.02 ft.

THENCE N 43 deg. 15 min. 34 sec. W, with the Southwest line of Armstrong Road, a distance of 322.37 ft. to the point of beginning, containing 4.995 acres of land, of which 0.370 of an acre is within said Armstrong Road.