

1-4/ RESIDENTIAL REAL PROPERTY AFFIDAVIT

Date: Oct 14, 2025

GF No. \_\_\_\_\_

Name of Affiant(s): William F. Tencza,

Address of Affiant: 47 Cloverdale, Montgomery, TX 77356

Description of Property: Bentwater 23, Block 01, Lot 16

County Montgomery, Texas

Date of Survey: \_\_\_\_\_

"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 TX personally appeared Affiant(s) who after by me being duly sworn, stated:

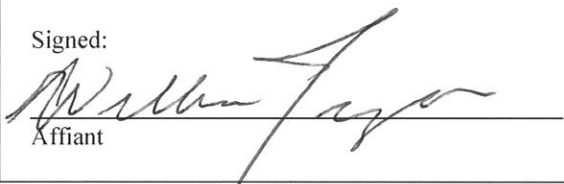
1. I am an owner of the Property. (Or state other basis for knowledge by Affiant of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.")
2. I am familiar with the property and the improvements located on the Property.
3. I am 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. I understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. I 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 my actual knowledge and belief, since Date of the Survey, there have been no:
  - a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools, deckings, 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 construction occurred on or near the boundary of 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):

Patio enclosed and climate controlled

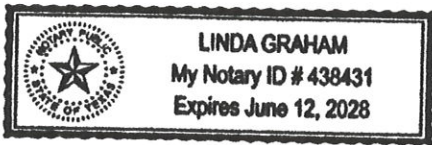
5. I understand that Title Company is relying on the truthfulness of the statements made in this Affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit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

6. I understand that I have no liability to Title Company should the information in this Affidavit be incorrect other than information that I personally know to be incorrect and which I do not disclose to the Title Company.

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|---|---|
| <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Signed:</p> <p><br/>Affiant</p> | <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Signed:</p> <p>_____<br/>Affiant</p> |
|---|---|

SWORN AND SUBSCRIBED this 14th day of October, 2025

  
Notary Public



- LEGEND**
- ⊕ Concrete Monument
  - ⊞ Electrical Transformer
  - ⊞ Gas Meter
  - ⊙ Fire Hydrant
  - Monument
  - Property Corner
  - ⊙ Light Pole
  - ⊙ Manhole
  - ⊙ Power Pole
  - ⊞ Cable Box
  - ⊞ Storm Inlet
  - ⊞ Telephone Pedestal
  - ▲ Traverse Point
  - ⊙ Tree
  - ⊙ Valve Box
  - ⊞ Water Meter
  - L.S.E. Landscape Easement
  - B.L. Building Line
  - U.E. Utility Easement
  - A.E. Aerial Easement
  - ### Fence

2. The bearings for this survey are based on the recorded plat (record deed) shown on this survey.

3. Roads dedicated by record plat (record deed) unless otherwise noted.

4. This plat of survey has been performed with reliance upon title examination and abstracting performed by Chicago Title Company under GF No. CTH-MONT-CTT17681711KV with an effective date of June 5, 2017. This surveyor has not abstracted the subject property.

**Title Report Restrictions:** Those Recorded in Cabinet F, Sheet 134-B, of the Map Records of Montgomery County, Texas; and by instrument(s) filed for record under Montgomery County Clerk's File No(s). 9039161, 9544861, 2000-097723, 2001-022600, 2002-003209, 2004-007490, 2004-042804, 2005-114246, 2008-050657, 2011073493, 2011111760, 2011111763, 2011111766, 2011111767, 2011111768, 2011111769, 2012035513, 2012035515, 2012049877, 2012049878, 2012049879, 2012049880, 2012049881, 2012049882, 2012056941, 2012065627, 2012065628, 2012086578, 2014054670, 2014078128, 2014078129, 2015004821, 2015029702, 20158048750, 2016009088, 2016040772, 20160408790, 2016040893, 20170238076, 2017038108, 2017042527, 2017042528, 2017042529, 2017042530 and 2017041531

Schedule B 10(g): Easement Agreement filed for record

2008-082625, 2009-090643, and 2013090459, executed by and between Bentwater Property Owner's Association, Inc., Bentwater Yacht & Country Club, Ltd., f/n/a Bentwater Yacht Club and Marina, Inc. and Bentwater Country Club, Inc. and Bentwater on the North Shore, Ltd.

Schedule B 10(h): Service utility easement 5 feet wide, being 2-1/2 feet on each side of underground service lines, extending from the surface of the ground downward by instruments recorded under County Clerk's File No. 9039161 of the Real Property Records of Montgomery County, Texas.

5. The professional services reflected on this plat of survey is provided in connection with the transaction anticipated by the title search referenced and dated above, it is not to be used for any other purpose. This original work is protected under copy right laws, 17 United States Code Section 101 and 102. All violators will be prosecuted to the fullest extent of the law. This survey is being provided solely for the use of the recipients named below and no license has been created, expressed or implied, to copy the survey except as is necessary, in conjunction with the original transaction, which shall take place within thirty (30) days from the date shown hereon.

6. 5/8" Iron Rods with survey cap marked "Glezman 4627" set at all property corners unless otherwise noted.



CLOVERDALE COURT  
(50' R-O-W)

