

THE STATE OF TEXAS
COUNTY OF FORT BEND

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RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHT:

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.

KNOW ALL MEN BY THESE PRESENTS that the CITY OF ROSENBERG for itself and as Trustee for the use and benefit of the LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, FORT BEND COUNTY GENERAL FUND, FORT BEND COUNTY LATERAL ROAD AND FLOOD CONTROL, FORT BEND COUNTY DRAINAGE DISTRICT, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of ONE THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND SIXTY SIX CENTS (\$1,860.66), in hand paid by JUAN ZAVALA ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of the CITY OF ROSENBERG for itself and as Trustee for the use and benefit of the LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, FORT BEND COUNTY GENERAL FUND, FORT BEND COUNTY LATERAL ROAD AND FLOOD CONTROL, FORT BEND COUNTY DRAINAGE DISTRICT, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 12-DCV-202383, styled CITY OF ROSENBERG VS. PHILIP AMY, INDIVIDUALLY AND AS HEIR TO RENA & ALVIN AMY, ET AL said property being described as:

GEO: 7835000120060901

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN FORT BEND COUNTY, TEXAS, KNOWN AND DESIGNATED AS LOT 6, BLOCK 12 ACCORDING TO THE MAP OF THE PLAN OF THE TOWN OF ROSENBERG, TEXAS, ACCORDING TO MAP RECORDED IN THE DEED RECORDS OF SAID FORT BEND COUNTY, TEXAS.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Property Code.

GRANTOR conveys the property:

- (a). "as is", "with all faults" and without any warranty as to condition or environmental hazard,

- (b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- (c). subject to any right of redemption; and
- (d). subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- (a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,
- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),
- (d). compliance with applicable environmental laws, rules or regulations; and
- (e). the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a). that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- (b). GRANTEE has inspected the property and is relying solely on his own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (c). that any information provided with respect to the property was obtained from a variety of sources, and
- (d). GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information.
- (e). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, his heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of himself and his heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR'S elected and appointed officials, employees, officers, directors, representatives, attorney and agents from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said JUAN ZAVALA, his successors, beneficiaries, heirs and assigns forever, so that neither the CITY OF ROSENBERG for itself and as Trustee for the use and benefit of the LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, FORT BEND COUNTY GENERAL FUND, FORT BEND COUNTY LATERAL ROAD AND FLOOD CONTROL, FORT BEND COUNTY

DRAINAGE DISTRICT, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE.

Executed this _____ day of _____, _____.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed their _____ day of _____, _____.

CITY OF ROSENBERG

CYNTHIA A. MCCONATHY
MAYOR, CITY OF ROSENBERG

THE STATE OF TEXAS

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COUNTY OF FORT BEND

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ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, CYNTHIA A. MCCONATHY, Mayor, and CITY OF ROSENBERG, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

SEAL

My Commission Expires: _____

Grantee:

Juan Zavala
16874 W. Maghitto Circle
Tomball, TX 77377
832-334-2301

After Recording Return to:

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008
Kevin Davidson

Executed this _____ day of _____, _____.

FORT BEND COUNTY GENERAL FUND, FORT
BEND LATERAL ROAD & FLOOD CONTROL,
AND FORT BEND COUNTY DRAINAGE
DISTRICT

ROBERT E. HEBERT
COUNTY JUDGE, FORT BEND COUNTY

THE STATE OF TEXAS

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COUNTY OF FORT BEND

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ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, ROBERT E.
HEBERT, County Judge, FORT BEND COUNTY, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for
the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, _____.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

SEAL

Executed this _____ day of _____, _____.

LAMAR-CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

JAMES STEENBERGEN
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS

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COUNTY OF FORT BEND

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ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, JAMES STEENBERGEN, President, Board of Trustees, LAMAR-CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, _____.

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

SEAL