

WARRANTY DEED

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE
PRESENTS

COUNTY OF FORT BEND

§

THAT THE UNDERSIGNED, **THIEN N. PHAM, and THUY PHAM**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of TWELVE THOUSAND FIVE HUNDRED ONE AND NO/100 DOLLARS (\$12,500.00) cash, and other good and valuable consideration paid to Grantor by **FORT BEND COUNTY**, hereinafter called Grantee, whether one or more, whose mailing address is 401 Jackson Street, Richmond, Texas 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time;: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and 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. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (except as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same 'AS IS', "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's 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 any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or 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 for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any

defects in the Property. 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 predecessor, contractors, or consultants.

EXECUTED this _____ day of _____, 2017.

THIEN N. PHAM

By: _____

THUY PHAM

By: _____

Acknowledgement

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me on the _____ day of _____, 2017, by THIEN N. PHAM.

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

Acknowledgement

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me on the _____ day of
_____, 2017, by THUY PHAM.

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

EXHIBIT A

County: Fort Bend
Highway: U.S. 59
Project Limits: West of Doris Road to East of Doris Road
RCSJ: 0089-09-085

PROPERTY DESCRIPTION FOR PARCEL 6

Being a 0.4147 acres (18,066 square feet) parcel of land out of the Gabriel Cole 3/4 League, Abstract No. 19, in Fort Bend County, Texas, same being a portion of that tract described as 20.00 acres, Tract 1 and that tract described as 18.95 acres, Tract 2 in a deed from Doris Road Land Company, Inc. to Thien N. Pham and Thuy Pham, as executed November 30, 2004 and recorded in File No. 2004151060 of the Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.T.); said 0.4147 acre parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod found in the southeast line of that tract described as 20.00 acres, Tract 2 in a deed from Doris Road Land Company, Inc. to Kieu Lan Nguyen, Gia Ngoc Nguyen, and Phi Nguyen, as executed October 29, 2004 and recorded in File No. 2004138440, O.P.R.F.B.C.T., same being the northwest line of said Pham Tract 1 tract;

THENCE, South 50°21'47" West, along the northwest line of said Pham Tract 1 tract and the southeast line of said Nguyen Tract 2 tract, a distance of 3,441.76 feet to a 5/8-inch iron rod with Texas Department of Transportation aluminum cap set in the proposed northeast right-of-way line of Doris Road for the POINT OF BEGINNING having Coordinates of North=13,732,856.21, East=2,933,253.20;

- 1) THENCE, South 39°42'39" East, along the proposed northeast right-of-way line of Doris Road, crossing said Pham Tract 1 tract and said Pham Tract 2 tract, a distance of 592.25 feet to a 5/8-inch iron rod with Texas Department of Transportation aluminum cap set in the southeast line of said Pham Tract 2 tract, same being the northwest line of that tract described as 21.05 acres in a deed from Doris Road Land Company, Inc. to Urooj Abdulla, as executed December 21, 2004 and recorded in File No. 2004156620, O.P.R.F.B.C.T.;**

EXHIBIT A

- 2) THENCE, South $49^{\circ}28'40''$ West, along the southeast line of said Pham Tract 2 tract and the northwest line of said Abdulla tract, a distance of 29.94 feet to the west corner of said Abdulla tract, same being the south corner of said Pham Tract 2 tract, also being the northeast line of that tract described as 798.661 acres in a deed from Kevin Horak, a single man; Dustin Horak, a married man, not joined by his spouse as this property is his separate property and estate, and the property described herein constituting no part of his homestead, business or residential, and Patricia Jurecek Horak, a widow, Individually and as Independent Administratrix of the Estate of Rodney James Horak, Deceased, to Texas Mexican Railway Company, a Texas Corporation, as executed December 16, 2005 and recorded in File No. 2005152654, O.P.R.F.B.C.T., and in the existing centerline of Doris Road (50' right-of-way according to Order Number 20 of the regular session of Fort Bend County Commissioners, April 28, 1966, Doris Road is part of the accepted and updated list of county maintained roads, along with an approved official county road log and map);
- 3) THENCE, North $40^{\circ}36'40''$ West, along the southwest line of said Pham Tract 2 tract and the northeast line of said Texas Mexican Railway tract, a distance of 65.12 feet to a 5/8-inch iron rod found with cap at an angle point;
- 4) THENCE, North $39^{\circ}36'37''$ West, along the southwest line of said Pham Tract 2 tract and the northeast line of said Texas Mexican Railway tract, and said Pham Tract 1 tract a distance of 527.59 feet to the west corner of said Pham Tract 1 tract, same being the south corner of said Nguyen Tract 2 tract;
- 5) THENCE, North $50^{\circ}21'57''$ East, along the northwest line of said Pham Tract 1 tract and the southeast line of said Nguyen Tract 2 tract, a distance of 30.04 feet to the POINT OF BEGINNING and containing 0.4147 acres (18,066 square feet) of land.

Access will be permitted to the remainder property abutting the highway facility.

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum of 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013. Source of bearings – the following stations were held horizontally: TXAC, TXHE, TXLM, TXRS.

EXHIBIT A

**** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.**

A parcel plat of even date was prepared in conjunction with this property description.

**STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §**

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 31st day of March, 2017 A.D.

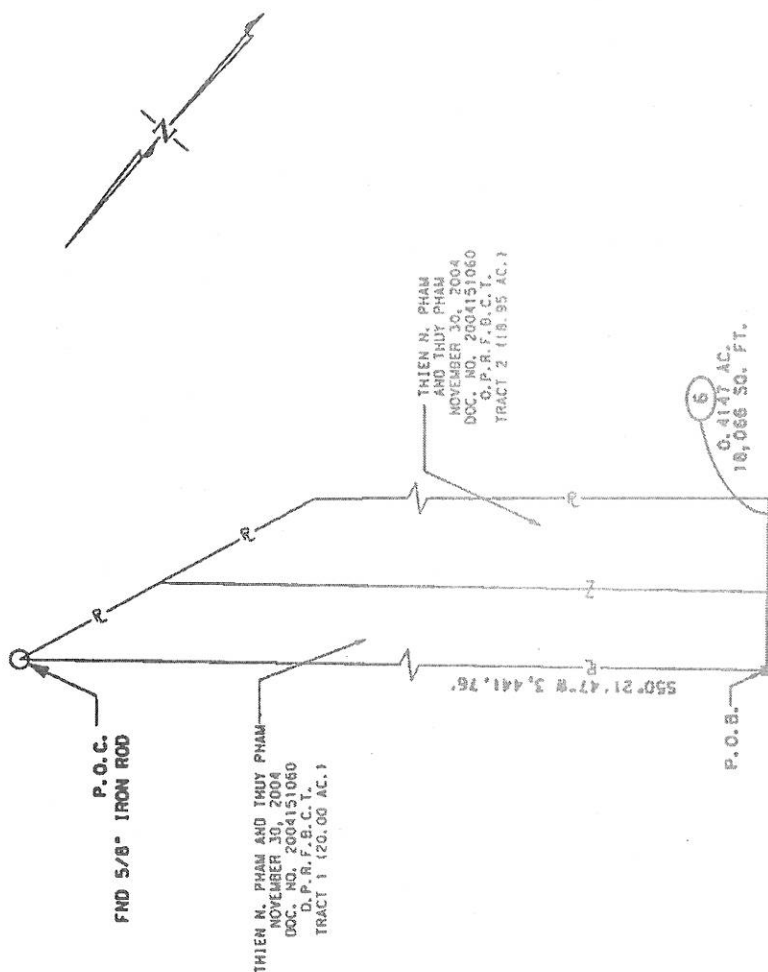
SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPLS Firm# 10095500



Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description.
2017/Descriptions/US 59/Parcel 6
Issued 03/31/17



I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Chris Conrad

03/31/2017 DATE
CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. SOURCE OF BEARINGS - THE FOLLOWING STATIONS WERE HELD HORIZONTALLY: TXAC, TXHE, TXLM, TXRS.
3. PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
4. ABSTRACTING WAS PERFORMED FROM JULY 2015 THROUGH AUGUST 2015.
5. FIELD SURVEYING WAS PERFORMED FROM JULY 2015 THROUGH AUGUST 2015.
6. RIGHT-OF-WAY MAPS COMPLETED IN DECEMBER 2015.
7. *THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A T&O-TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY T&O-T.
8. ACCESS WILL BE PERMITTED TO THE REMAINDER PROPERTY ADJUTING THE HIGHWAY FACILITY.
9. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

REVISIONS

DEED	ACQUISITION	REMAINING RT
38.95 AC. 1,696,662 SQ.FT.	0.4147 AC. 18,066 SQ.FT.	38.535 AC. 1,678,596 SQ.FT.

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPLS FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING
PARCEL 6
US 59

FORT BEND COUNTY, TEXAS
R.O.W. C.S.J.: 0089-09-085

DATE: MARCH 2017 SCALE: N.T.S.

MATCH LINE STA. 30+00

THIEN H. PHAM AND THUY PHAM
NOVEMBER 30, 2004
DOC. NO. 2004151060
O.P.R.F.B.C.T.
TRACT 2 (18.95 AC.)

UROOJ ABOULLA
DECEMBER 21, 2004
DOC. NO. 2004156620
O.P.R.F.B.C.T.
(21.05 AC.)

PROPOSED R.O.W. S39° 42' 39" E 592.25'

0.4147 AC.
18,066.50. FT.

N39° 36' 37" W 527.59'

Q DORIS ROAD

ACCORDING TO ORDER NUMBER 20 OF THE
REGULAR SESSION OF FORT BEND
COUNTY COMMISSIONERS, APRIL 28, 1996,
DORIS ROAD IS PART OF THE ACCEPTED
AND UPDATED LIST OF COUNTY MAINTAINED
ROADS, ALONG WITH AN
APPROVED OFFICIAL COUNTY ROAD LOG AND MAP

STA. 28+23.26
77.98' RT
FND. 5/8" IRON
ROD W/CAP

STA. 27+57.09
05.65' RT
FND. 1/2" IRON
ROD W/CAP BEARS
S49° 28' 40" W 2.34'

FND. 1/2" IRON
ROD W/CAP

ENGINEER'S BASELINE DORIS RD.
N 42° 35' 10" W
4,000.00'

PROPOSED DORIS ROAD
(R.O.W. VARIES)

TEXAS MEXICAN RAILWAY COMPANY
DECEMBER 16, 2005
DOC. NO. 2005152654
O.P.R.F.B.C.T.
(1796.561 AC.)

LEGEND

○ FOUND MONUMENT (AS INDICATED)
■ SET 5/8" IRON ROD WITH PINK PLASTIC
CAP STAMPED TXDOT SURVEY MARKER,
RIGHT OF WAY MONUMENT

RIGHT-OF-WAY
POINT OF BEGINNING
POINT OF COMMENCEMENT
STATE OF TEXAS
PROPERTY LINE

O.P.R.R.P.F.B.C.T. OFFICIAL PUBLIC RECORDS
OF REAL PROPERTY FORT BEND COUNTY TEXAS
M.R.F.B.C.T. MAP RECORDS
FORT BEND COUNTY, TEXAS
O.P.R.F.B.C.T. OFFICIAL PUBLIC RECORDS
FORT BEND COUNTY, TEXAS
D.R.F.B.C.T. DEED RECORDS
FORT BEND COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S49° 28' 40" W	29.94'
L2	N40° 36' 40" W	65.12'
L3	N50° 21' 47" E	30.04'



PAGE 6 OF 6

DATE: MARCH 2017 SCALE: 1"=50'

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PARCEL PLAT SHOWING
PARCEL 6
US 59

FORT BEND COUNTY, TEXAS
R.O.W. C.S.J.: 0089-09-085