



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON

County Attorney

(281) 341-4555

Fax (281) 341-4557

REVIEW FORM

On May 25, 2021, the County Attorney's Office reviewed the following:

2016 Hazard Mitigation Grant Property Buyouts

Sale of Agreement for 38104 Boot Hill Rd. E. between Fort Bend County and Mel
Buchan

Comments: Approved as to form.

Huma N. Ahmed

Huma N. Ahmed
Assistant County Attorney

Historic Courthouse Building, 401 Jackson Street, Third Floor, Richmond, Texas 77469

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into by and between **Fort Bend County Texas**, hereinafter referred to as the COUNTY, and **Mel Buchan** hereinafter referred to as the SELLER.

WITNESSETH:

THAT, the COUNTY is acting under a federal grant from the Texas Department of Public Safety, Division of Emergency Management (DEM) to purchase certain property in Texas in which the SELLER owns a parcel of land known as 38104 Boot Hill Rd E and further described as Lot(s) Seven (7), Eight (8), and Nine (9), in Block One (1), of BRAZOS VALLEY, SECTION ONE (1), a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded in Volume 371, Page 142 of the Deed Records of Fort Bend County, Texas.

The Seller represents that the above referenced property is flood prone, that the Seller qualifies for the assistance being granted and that the Seller understands that there is NO OBLIGATION TO SELL THE PROPERTY UNDER THIS PROGRAM, BUT THE SELLER DOES SO VOLUNTARILY, AND THAT POWER OF EMINENT DOMAIN WILL NOT BE USED TO ACQUIRE THIS PROPERTY, IF SELLER CHOOSES TO WITHDRAW FROM VOLUNTARY PARTICIPATION IN THIS PROGRAM.

The parties agree as follows:

1. The COUNTY agrees to pay the SELLER for said property the sum of Ninety One Thousand Seven Hundred Forty Three Dollars and Sixty Six Cents (\$91,743.66) payable at settlement after the acceptance of this agreement and preliminary approval of the Seller's title; provided the Seller can execute and deliver a good and sufficient general warranty deed conveying marketable title to said property in fee simple, clear of all liens and encumbrances.

THIS AGREEMENT WILL BE VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE DATE OF EXECUTION OF THIS AGREEMENT. SHOULD THE SELLER FAIL TO VACATE THE PROPERTY AND COMPLETE THE CLOSING WITHIN THE 120-DAY TIMEFRAME, THE AGREEMENT SHALL BECOME NULL AND VOID AT THE SOLE DISCRETION OF THE COUNTY.

2. The SELLER acknowledges that the price to be paid for the property is the pre-flood fair market value of \$150,000.00 with deductions in the amount of \$88,870.22 for any flood insurance payment received by the SELLER for structural damage, and \$1,546.00 for any Individual and Family Grant program (IFG)(structural repairs), and/or Emergency Minimal Repair (EMR) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$32,159.88 for certain repairs for which receipts were provided have been added.
3. It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the property, including real estate taxes, which are due and payable to the date of settlement. It is further understood that the funds being used for the purchase of the property, cannot and will not duplicate benefits received for the same from any other funds. The SELLER will return any disaster aid money received if it amounts to duplicity of benefits.

4. The SELLER agrees that it will execute all necessary documents to transfer fee simple title to the property to the COUNTY and also agrees to execute now and in the future, any and all documents required by the COUNTY, DEM complete this transaction and to comply with County, State or Federal Regulations.
5. The SELLER will not, without notification to the COUNTY, remove any property considered a portion of the real estate without prior written notice to the COUNTY and providing appraisals of such properties. The value of the property so removed, as finally determined, will be deducted from the purchase price, if the purchase price has not as yet been paid in full or be repaid by the SELLER within ten (10) days after removal if the purchase price has been paid to the SELLER. The value of the property removed will be solely determined by the COUNTY and must be negotiated prior to removal.
6. The SELLER understands that no fixtures, materials or improvements to the real estate may be removed from the premises, and, because of legal liability reasons, the COUNTY will not permit any materials to be salvaged at this time or at the time of demolition. Any violation of this agreement may result in changing the fair market value of the structure.
7. The SELLER understands this is a voluntary transaction and that SELLER is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and will not claim any such benefits. SELLER may be eligible for the COUNTY'S relocation assistance program.
8. The SELLER acknowledges that it has had an opportunity to review this contract and that it has had an opportunity, if it so chooses, to contact an attorney of its choice to review this Agreement and the SELLER enters into this Agreement fully understanding the nature thereof and saves and holds harmless the COUNTY, as a result of this Agreement or anything incident to the sale of the referenced real property.

This agreement is binding upon the heirs, executors, successors and assigns of all parties.

DATED this 20 day of May, A. D., 2021.

Mel Buchan
Mel Buchan SELLER

Shawn Johnson
Witness

SELLER

Witness

FORT BEND COUNTY

BY: _____