



# Property Acquisition Services, Inc.

July 9, 2009

*Court 7-7-09*

**AGENDA ITEM  
35 B 1)**

Paulette Batts  
Executive Assistant  
Fort Bend County Engineering  
1124 Blume Road  
Rosenberg, Texas 77471

**Re: Katy Flewellen Project - Parcel 6 - Cook Realty Group, LLC**

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Original Check Request
- Original Deed for County Attorney Review
- Original Title Company Documents/Disclosures:
  - Settlement Statement
  - Waiver of Inspection & Disclosure to Owner
  - Tax Agreement
  - Buyer Correspondence Information Form
  - Info for Real Estate 1099-S Report Filing
  - Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have the settlement statement and supporting documents executed for processing. Once these agreements are signed and the check request processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

*Shelly*  
for Mark Davis  
Project Manager

Enclosures

*Approved by FB  
form only  
Shelly  
up  
WHL  
7/9/09*

COUNTY JUDGE  
RECEIVED  
JUL 10 2009

*7-10-09 copy received*

**FORT BEND COUNTY**  
**REQUEST FOR CHECK**

Date Requested: July 9, 2009

Check Needed By: **ASAP**

Fort Bend County P.O. No.: \_\_\_\_\_

Vendor: **Property Acquisition Services, Inc.**

Address: 19855 Southwest Freeways, Suite 200  
Sugar Land, TX 77479  
Office (281) 343-7171

Project Location: Katy Flewellen

**Payee: Stewart Title Company**

Payee's Address: 1980 Post Oak Blvd., Suite 110  
Houston, TX 77056

Payee's Tax ID/SS #: On File

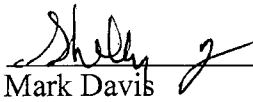
Amount of Check: **\$11,319.95**

Description: **Parcel 6- Cook Realty Group, LLC**  
0.2777 acres, E.P. Everett Survey, A-385

Comments:

**PLEASE RETURN CHECK TO PAULETTE BATTS**

Requested By:

  
for \_\_\_\_\_  
Mark Davis



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 \_\_\_\_\_, 2009.

**GRANTOR:**

**Cook Realty Group LLC.,  
a Texas limited liability company**

\_\_\_\_\_  
BY:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title:

=====  
**Acknowledgement**  
=====

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me in the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, the \_\_\_\_\_ of Cook Realty Group LLC., a Texas limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

\_\_\_\_\_  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:  
\_\_\_\_\_

**After recording please return to:**  
Property Acquisition Services, Inc.  
19855 Southwest Freeway., Suite 200  
Sugar Land, TX 77479

EXHIBIT A

**County:** Fort Bend  
**Road:** Katy-Flewellen  
**Project Limits:** Katy-Gaston to Greenbusch

**PROPERTY DESCRIPTION OF PARCEL 6**

Being a 0.2777 of one acre (12,097 square feet) parcel of land situated in the E. P. Everett Survey, Abstract 385 in Fort Bend County, Texas, being out of a residue of a called 248.57 acre tract of land conveyed to Cook Realty Group, L.L.C. as described by deed file under Clerk's File Number 9770482 of the Official Public Records of Real Property of Fort Bend County, Texas, dated October 28, 1997, said 0.2777 of one acre parcel being more particularly described by metes and bounds as follows:

COMMENCING from a 1/2-inch iron pipe found for an interior southerly residue corner of said called 248.57 acre tract and being a northeasterly corner of a called 31.318 acre tract of land as described by deed filed under Clerk's File Number 2003110477 of the Official Public Records of Real Property of Fort Bend County, Texas, dated June 19, 2003;

THENCE, South 46°53'57" East along the common line between said residue of a called 248.57 and said called 31.318 acre tract, a distance of 105.82 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the proposed northwesterly right-of-way line of Katy-Flewellen Road (100-foot width) and being the southwesterly corner and POINT OF BEGINNING of the herein described parcel;

- 1.) THENCE, North 42°49'08" East along said proposed northwesterly right-of-way line of said Katy-Flewellen Road, a distance of 241.84 feet to a 5/8-inch iron rod with GeoSurv plastic cap set for corner, being on the southwesterly line of a called 15.597 acre tract of land as described by deed filed under Clerk's File Number 2005009890 of the Official Public Records of Real Property of Fort Bend County, Texas, dated January 21, 2005, being on the northeasterly line of said residue of a called 248.57 acre tract and being the northwesterly corner of the herein described parcel;
- 2.) THENCE, South 47°15'37" East (called: South 45°42'38" East) along the common line between said residue of a called 248.57 acre tract and said called 15.597 acre tract, a distance of 50.00 feet to a p.k. nail found for corner, being on the approximate survey line of aforementioned E. P. Everett Survey located within the occupied right-of-way of said Katy-Flewellen Road (variable width occupied, F.B.C.P.R Slide No. 2211A and a portion where no instrument of record was found), being the southeasterly corner of said called 15.597 acre tract, being the northeasterly corner of said residue of a called 248.57 acre tract and being the northeasterly corner of the herein described parcel;

EXHIBIT A

- 3.) THENCE, South 42°49'08" West (called: South 44°22'43" West) along said survey line, a distance of 242.04 feet to a point for corner, being the northeasterly corner of aforementioned called 31.318 acre tract, being the southeasterly residue corner of said residue of a called 248.57 of acre tract and being the southeasterly corner of the herein described parcel;
- 4.) THENCE, North 47°02'20" West along the common line between said called 31.318 acre tract and said residue of a called 248.57 acre tract, a distance of 50.00 feet to the POINT OF BEGINNING and containing an area of 0.2777 of one acre (12,097 square feet) of land.

This property description was prepared in conjunction with a parcel plat of the same date.

Abstracting was completed in August 2008.

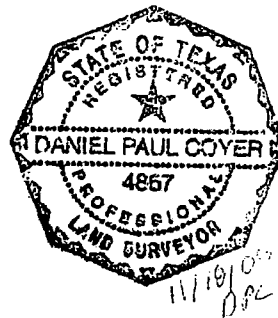
Ground Surveying was completed in September 2008.

The Point of Beginning has coordinates of: X=2,975,217.36 and Y=13,839,411.55.

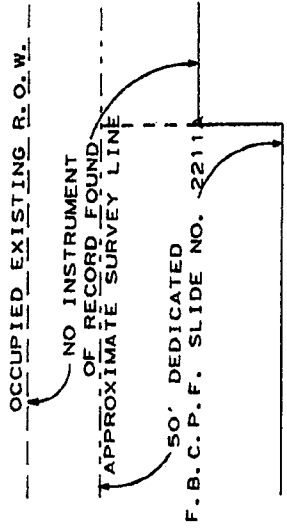
All bearings and coordinates are based on the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983, 1993 adjustment. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999888968.

Daniel Paul Coyer

Daniel Paul Coyer, R.P.L.S  
Registered Professional Land Surveyor No. 4867  
GeoSurv, Inc. (TSC Surveying Company)  
3300 S. Gessner Road, Suite 120  
Houston, Texas 77063



PROPOSED R.O.W.

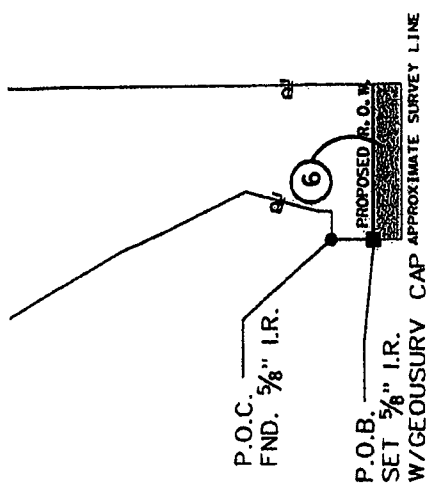


PROOF OF R.O.W. DETAIL  
N.T.S.

LEGEND

- SET 5/8" I.R. W/GEOSURV CAP
- FOUND PROPERTY CORNER UNLESS OTHERWISE NOTED
- POINT
- ▬ PROPERTY LINE

- NOTES:
1. ALL BEARINGS AND SURFACE COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83), TEXAS SOUTH CENTRAL ZONE 4204, EPOCH DATE 2001.00. THE HORIZONTAL CONTROL WAS ESTABLISHED UTILIZING GPS STATIC METHODS WITH THE GPS VECTORS BEING PROCESSED TO NGS CORS INFORMATION.
  2. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 0.999888968.



KATY FLEWELLEN RD.  
PARENT TRACT INSET  
PARCEL 6  
N.T.S.

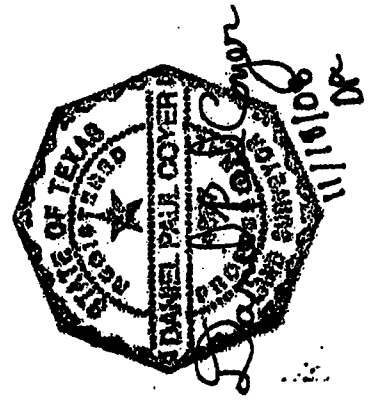
TAKING

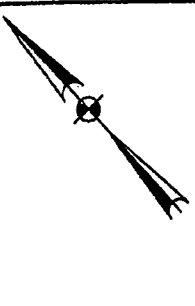
AREA WITHIN OCCUPIED R.O.W.	0.1677 AC. 7,507 S.F.
AREA OUTSIDE OCCUPIED R.O.W.	0.1100 AC. 4,790 S.F.
TOTAL AREA	0.2777 AC. 12,097 S.F.

EXISTING ACRES	TAKING ACRES/ S.F	REMAINDER ACRES
2.1488	0.2777 12,097	1.8711

PARCEL PLAT  
SHOWING PROPERTY OF  
PARCEL 6

KATY FLEWELLEN ROAD  
FORT BEND COUNTY  
NOVEMBER, 2008  
PROJECT NO: 712-001  
GEOSURV INC.  
SCALE: 1=50'





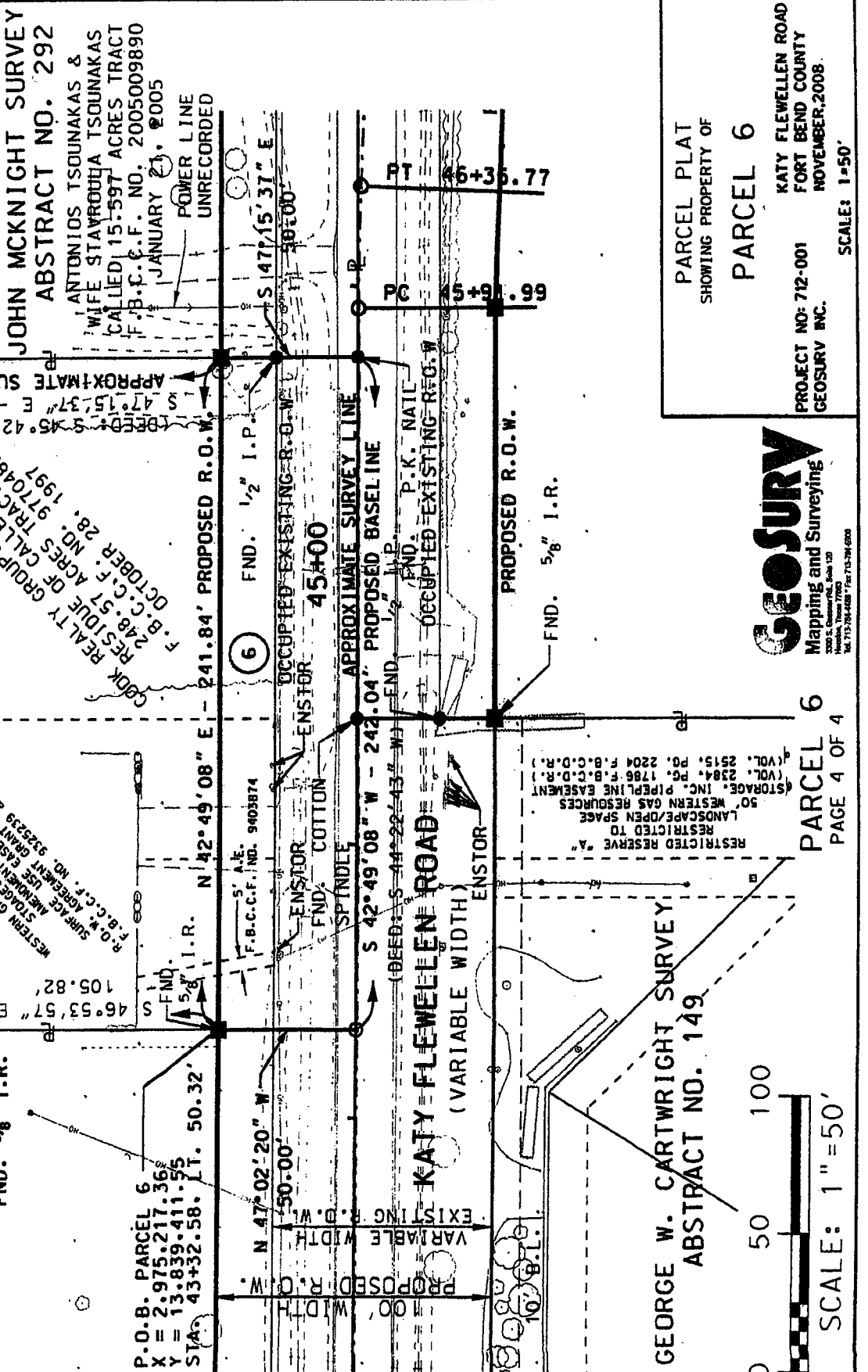
KATY INDEPENDENT SCHOOL DISTRICT  
CALLED 31.578 ACRES TRACT  
F.B.C.C.F. NO. 2003110477  
JUNE 19, 2003

E.P. EVERETT SURVEY  
ABSTRACT NO. 385

JOHN MCKNIGHT SURVEY  
ABSTRACT NO. 292

ANTONIO TSOUNAKAS &  
WIFE STAVROUHA TSOUNAKAS  
CALLED 15.597 ACRES TRACT  
F.B.C.C.F. NO. 2005009890  
JANUARY 21, 2005

GEORGE W. CARTWRIGHT SURVEY  
ABSTRACT NO. 149



KATY FLEWELLEN ROAD  
(VARIABLE WIDTH)

ENSTOR SPINDLE COTTON  
ENSTOR

RESTRICTED RESERVE  
LANDSCAPE/OPEN SPACE  
50' WESTERN GAS RESOURCES  
STORAGE, INC. PIPELINE EASEMENT  
APR. 2915.75 2204 F.B.C.C.F. NO. 2004100000  
MAY. 2915.75 1786 F.B.C.C.F. NO. 2004100000

KATY FLEWELLEN ROAD  
FORT BEND COUNTY  
NOVEMBER, 2008

PROJECT NO: 712-001  
GEOSURV INC.

SCALE: 1" = 50'

PARCEL 6  
PAGE 4 OF 4

PARCEL PLAT  
SHOWING PROPERTY OF  
PARCEL 6



<b>A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>		<b>B. TYPE OF LOAN</b> OMB No. 2502-0265	
		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FMHA 3. <input type="checkbox"/> CONV. UNINS.	
		4. <input type="checkbox"/> JVA 5. <input type="checkbox"/> CONV. INS.	
		6. FILE NUMBER: 09300518	7. LOAN NUMBER:
		8. MTG. INS. CASE NO.:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. NAME OF BORROWER: Fort Bend County			
ADDRESS:			
E. NAME OF SELLER: Cook Realty Group, L.L.C. a Texas limited liability company			
ADDRESS: SELLER TIN:			
F. NAME OF LENDER:			
ADDRESS:			
G. PROPERTY LOCATION: 0.2777 acres, E.P. Everett Survey, Abstract No. 385 Fort Bend County, Texas			
H. SETTLEMENT AGENT: STEWART TITLE COMPANY		CLOSER: MARC LAROCCA	
ADDRESS: 4700 W. SAM HOUSTON PKWY N. HOUSTON, TEXAS 77041		PHONE NUMBER: (713) 627-1310	
		SETTLEMENT AGENT TIN: 74-0923770	
PLACE OF SETTLEMENT: STEWART TITLE COMPANY		PHONE NUMBER: (713) 625-8702	
ADDRESS: 1980 POST OAK BLVD. HOUSTON, TEXAS 77056		I. SETTLEMENT DATE	
		Closing date:	
		Proration date:	
<b>J. SUMMARY OF BORROWER'S TRANSACTION</b>		<b>K. SUMMARY OF SELLER'S TRANSACTION</b>	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	10,725.00	401. Contract sales price	10,725.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	594.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes	to	406. City/town taxes	to
107. County taxes	to	407. County taxes	to
108. Assessments	to	408. Assessments	to
109. Maintenance	to	409. Maintenance	to
110. School/Taxes	to	410. School/Taxes	to
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	11,319.95	420. GROSS AMOUNT DUE TO SELLER:	10,725.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes	to	510. City/town taxes	to
211. County taxes	to	511. County taxes	to
212. Assessments	to	512. Assessments	to
213. School/Taxes	to	513. School/Taxes	to
214.		514. Maintenance	to
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	11,319.95	601. Gross amount due to seller(line 420)	10,725.00
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH <input checked="" type="checkbox"/> FROM] [ TO] BORROWER:	11,319.95	603. CASH <input checked="" type="checkbox"/> TO] [ FROM] SELLER:	10,725.00

File 09300518		L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on \$	@	% =			
Division of Commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at settlement					
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.					
801. Loan Origination fee	%				
802. Loan Discount	%				
803. Appraisal fee	to				
804. Credit Report	to				
805. Lender's inspection fee	to				
806. Mortgage Insurance application fee	to				
807. Assumption Fee	to				
808. Commitment Fee	to				
809. FNMA Processing Fee	to				
810. Pictures	to				
811.	to				
812.	to				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.					
901. Interest from	to	@ \$	/day		
902. Mortgage insurance premium for	mo. to				
903. Hazard insurance premium for	yrs. to				
904. Flood Insurance	yrs. to				
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	mo. @ \$		per mo.		
1002. Mortgage insurance	mo. @ \$		per mo.		
1003. City property taxes	mo. @ \$		per mo.		
1004. County property taxes	mo. @ \$		per mo.		
1005. Annual assessments (Maint.)	mo. @ \$		per mo.		
1006. School Property Taxes	mo. @ \$		per mo.		
1007. Water Dist. Prop. Tax	mo. @ \$		per mo.		
1008. Flood Insurance	mo. @ \$		per mo.		
1009. Aggregate Accounting Adjustment					
1100. TITLE CHARGES:					
1101. Settlement or closing fee	to				
1102. Abstract or title search	to	STEWART TITLE COMPANY		150.00	
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fee	to				
1107. Attorney's fee to	to				
(includes above items No.:					
1108. Title insurance	to	STEWART TITLE COMPANY		235.00	
(includes above items No.:					
1109. Lender's coverage	\$				
1110. Owner's coverage	10,725.00	\$	235.00		
1111. Escrow fee	to				
1112. Restrictions	to				
1113. Messenger Fee/Document Delivery	to	STEWART TITLE COMPANY		20.00	
1114.	to				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording fees:	Deed \$ 40.00	Mrtg \$	Rel. \$ 80.00	120.00	
1202. City/county tax/stamps:	Deed \$	Mrtg \$			
1203. State tax/stamps:	Deed \$	Mrtg \$			
1204. Tax certificates	to	STEWART TITLE COMPANY		64.95	
1205.	to				
1206. State of Texas Policy Gty fee	to	STEWART TITLE POLICY GUARANTY FEE		5.00	
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest inspection	to				
1303.	to				
1304.	to				
1305.	to				
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)				594.95	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Sellers

I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

**WAIVER OF INSPECTION AND DISCLOSURE NOTICE**

RE: Stewart Title of Houston GF No. 09300518;

**Brief Description of Property:** PARCEL 6: Katy-Flewellen

Being a 0.2777 of one acre (12,097 square feet) parcel of land situated in the E.P. Everett Survey, Abstract 385 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

**THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:**

**1. Waiver of Inspection.**

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1 AND PAYING THE ADDITIONAL COSTS INVOLVED.

**2. Receipt of Commitment.**

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

**3. Survey.**

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

**4. Arbitration.**

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

**IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.**

41/LaRocca

**INFORMATION FOR REAL ESTATE 1099-S REPORT FILING**  
As Required by the Internal Revenue Service

**SOLICITATION**

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart Title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 09300518

Taxpayer I. D. No. \_\_\_\_\_

**SELLER'S NAME and MAILING ADDRESS**

COOK REALTY GROUP, L.L.C.

\_\_\_\_\_  
\_\_\_\_\_

**TRANSACTION INFORMATION**

Closing Date: \_\_\_\_\_, \_\_\_\_\_, 2009

**Brief Description of Property:** PARCEL 6: Katy-Flewellen

Being a 0.2777 of one acre (12,097 square feet) parcel of land situated in the E.P. Everett Survey, Abstract 385 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

**Contract Sales Price:** \$10,725.00

If multiple Sellers, allocation of sales price amount among the Sellers:

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? \_\_\_\_\_ (Yes or No)

**CERTIFICATION**

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

COOK REALTY GROUP, L.L.C., a  
Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION**

RE: Stewart Title of Houston GF No. 09300518

**Brief Description of Property:** PARCEL 6: Katy-Flewellen

Being a 0.2777 of one acre (12,097 square feet) parcel of land situated in the E.P. Everett Survey, Abstract 385 in Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared  
Cook Realty Group, L.L.C.  
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.
2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.
3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:\_\_\_\_\_.
4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:\_\_\_\_\_.
5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:\_\_\_\_\_.
6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:\_\_\_\_\_.
7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The **Seller's United States Employer's tax identification number or Social Security Number is:** \_\_\_\_\_. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.
8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.
9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

COOK REALTY GROUP, L.L.C., a  
Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas

**CERTIFICATION**

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax proration and signifies their understanding that proration were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

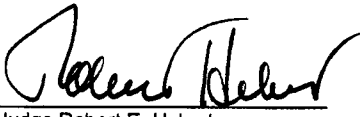
**SELLER(S):**

COOK REALTY GROUP, L.L.C., a  
Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER (S):**

FORT BEND COUNTY

By:   
Judge Robert E. Hebert 7-10-09  
Fort Bend County Judge

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

**STEWART TITLE OF HOUSTON**

By: \_\_\_\_\_  
Marc LaRocca, Commercial Escrow Officer  
Settlement Agent

Date \_\_\_\_\_

**WARNING:**

It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**5. Notice.**

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of July, 10, 2009.

FORT BEND COUNTY

By: 

Judge Robert E. Hebert  
Fort Bend County Judge

**TAX AGREEMENT**

Stewart Title Company  
Houston, Texas

**GF No.: 09300518**

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We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

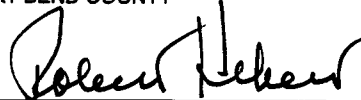
**SELLER(S):**

COOK REALTY GROUP, L.L.C., a  
Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER (S):**

FORT BEND COUNTY

By:   
Judge Robert E. Hebert 7-10-09  
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