

Property Acquisition Services, Inc.

October 27, 2009

Paulette Batts Executive Assistant Fort Bend County Engineering 1124 Blume Road Rosenberg, Texas 77471 10-20-09 AGENDA ITEM #39 B 3)

Re: Old Richmond Road

Parcel 17-W - Laura C. Malone

Dear Ms. Batts:

Please find enclosed the following referenced documents for your review:

- Right of Way Invoice Transmittal
- Original Check Request
- W-9
- Original Deed for County Attorney Review
- A Title Company is not being used to close this project, so there are no closing documents to be reviewed or signed

Once the check request is processed, my office will pick it up from you and deliver it to the landowner in exchange for the signed Deed.

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,

Mark Davi

Project Manager

Enclosures

11-6-04 copy reminient

<u>Item 39B continued - 551.072 Deliberation Regarding Real Property:</u>

2) FM 359: (a 90/10 Texas Department of Transportation reimbursement project), Pcts 1 and 3.

Moved by Commissioner Morrison Seconded by Commissioner Prestage

Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 6 in the amount of \$15,596.00 and Parcel 9 in the amount of \$6,609.50 of the FM 359 Mobility Project plus necessary costs not to exceed \$3,000.00 each and authorize the County Judge to sign all necessary documents with funds from Right of Way Fund.

Judge Hebert

Commissioner Morrison

Commissioner Prestage

Commissioner Meyers

Commissioner Patterson

Moved by Commissioner Meyers Seconded by Commissioner Patterson

Duly put and unanimously carried (5-0), it is ordered to move to refer to the County Attorney as per prior Resolution on Right to Take plus litigation expenses not to exceed \$3,000.00 each to acquire by Eminent Domain Parcel 8 and Parcel 3 of the FM 359 Mobility Project with funds from Right of Way Fund.

Judge Hebert	yes
Commissioner Morrison	yes
Commissioner Prestage	yes
Commissioner Meyers	yes
Commissioner Patterson	yes

3) Old Richmond Road, Mobility Bond Project #729, Precinct 4.

Moved by Commissioner Patterson Seconded by Commissioner Meyers

Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 17W in the amount of \$1,031.00 and Parcel 18W in the amount of \$2,000.00 of the Old Richmond Road Mobility Project plus necessary costs not to exceed \$3,000.00 each and authorize the County Judge to sign all necessary documents with funds from Right of Way Fund.

Judge Hebert	yes
Commissioner Morrison	yes
Commissioner Prestage	yes
Commissioner Meyers	yes
Commissioner Patterson	yes

40. Adjournment.

Commissioners Court adjourned at 2:33 p.m. on Tuesday, October 20, 2009.

Right of Way Invoice Transmittal

Date	October 27, 2009		
Requested By	Mark Davis, Property Acquisition Services		
Project Number	N/A		
Road Name	Old Richmond Road Parcel #	17-W	
Type of Expense	Acquisition Condemnation Litigation Expense	Pipeline	
Reimbursable Expense	☐ Yes ☑ No Agency	Fort Bend County	
Payee Vendor #			
Payee	Laura Cooksey Malone W-9 Required prior to		
Payee's Address	15734 Old Richmond Rd. Sugar Land, TX 77498 closing for payment***		
Tax ID#			
Amount of Check	\$1,031.00		
Date Check is Needed By	November 11, 2009 Closing Date	N/A	
Return Check To	Paulette @ Engineering		
Description	Parcel 17-W - 763 square foot acres out of John 402, Ft Bend County, Texas	Leverton Survey, A-	
Comments	We are not using a Title Company to close this project. Landowner executed W-9 is attached.		
Accounting Unit	100685888 Account	t 64600	
Activity	P685-06ROWPURCH Account Category	ory 32000	
Purchase Order Number			
Requires CCT Approval?	✓ Yes No		
Commissioner's Court Approval Date	October 20, 2009		
Reviewed by Requestor Reviewed by Co. Attorney Reviewed by Engineering Reviewed by Co. Auditor	Name Date Mark Davis October 27, 2009 /0/30/09 Paulette Batts October 28,2009		

^{***}W-9 required to setup vendor for payment, copy of W-9 sufficient prior to closing with original submitted with closing documents

FORT BEND COUNTY REQUEST FOR CHECK

Date Requested:	October 27, 2009
Check Needed By:	November 11, 2009
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:	Old Richmond Road
Payee:	Laura Cooksey Malone
Payee's Address:	15734 Old Richmond Rd. Sugar Land, TX 77498
Payee's Tax ID/SS #:	459-21-0127
Amount of Check:	\$1,031.00
Description:	Parcel 17-W - 763 square foot acres out of John Leverton Survey, A-402, Ft Bend County, Texas
Comments:	We are not using a Title Company to close this project. Landowner executed W-9 is attached. PLEASE RETURN CHECK TO PAULETTE BATTS
Requested Bv:	Mark Davis

Form (Rev. January 2005) Department of the Treasu

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

	ent of the Treasury Revenue Service			
Name (as shown on your income tax return) Business name, if different from above				
	Check appropriate	box: Individual/	Exempt from backup withholding	
Print or type blustructions		street, and apt. or suite no.) Requester's name	ne and address (optional)	
Print or type See Specific Instructions	City, state, and Zi	P code and TX 7498		
See S		per(s) here (optional)		
Part	Taxpay	er Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number				
to ent		ation		
Under	equaltion of paris	rv. I certify that:		
		as this form is my correct taypayer identification number (or I am waiting for a number to	to be issued to me), and	
 I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS has Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 				
a 1 10 annual (including a 11 S. resident alien)				
2. I am a U.S. person (including a U.S. resident client). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply withholding because you have failed to report all interest and dividends of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)				
Sign				

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding,
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

 Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

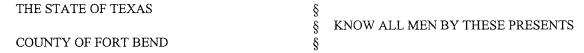
Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

WARRANTY DEED



THAT THE UNDERSIGNED, LAURA COOKSEY MALONE, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of ONE THOUSAND THIRTY ONE DOLLARS (\$1,031.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 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 (expect 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	 , <u>2009</u> .	
GRANTOR				
Old II v I Old				
Laura Cooksey M	alone			
				=

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PAROTITED 4.:

2000

Acknowledgement

STATE OF TEXAS	
COUNTY OF FORT BEND	
The foregoing instrument was acknowledged before, 2009, by Laura Cooksey Malone.	re me in the day of
	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 H

COUNTY:

FORT BEND

HIGHWAY:

OLD RICHMOND

PROJECT LIMITS: W. AIRPORT BLVD. TO BOSS GASTON RD.

PROPERTY DESCRIPTION FOR TRACT 17-W

All that certain 763 square feet of land, out of the 2.4237 acre tract described in the deed from Albert Cooksey, et al to Laura Cooksey Malone recorded under Volume 932, Page 9, in the Deed Records of Fort Bend County, Texas, in the John Leverton Survey, A-402, Fort Bend County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone)

BEGINNING at a 5/8" iron rod found for the northeast corner of said 2.4237 acre tract, common to the northeast corner of the herein described tract;

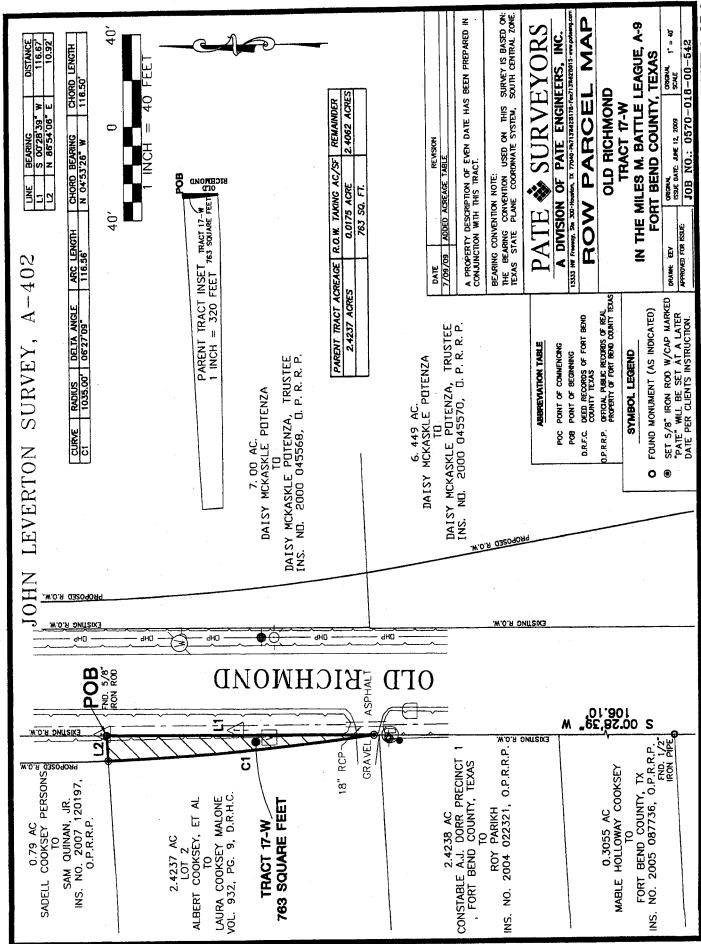
- THENCE South 00° 28' 39" West 116.67', along the east line of said 2.4237 acre tract, common to the west right-of-way line of Old Richmond Road, to a 5/8" iron rod with cap 1. marked "PATE" set for the south corner of the herein described tract, in the east line of said 2.4237 acre tract, common to a point on a non-tangent curve to the right having a radius of 1035.00', a central angle of 06° 27' 09", and a chord bearing and distance of North 04° 53' 26" West - 116.50' from which a 1/2" iron pipe found for the southeast corner of the 0.3055 acre tract described in the deed from Mable Holloway Cooksey to Fort Bend County, Texas recorded under Instrument No. 2005 087736, in the Official Public Records of Fort Bend County, Texas, bears South 00° 26' 55" West - 279.78;
- THENCE along said curve to the right, an arc distance of 116.56', to a 5/8" iron rod with cap marked "PATE" set for the end of curve, in the north line of said 2.4237 acre tract; 2.
- THENCE North 86° 54' 06" East 10.92', along the north line of said 2.4237 acre tract, to the POINT OF BEGINNING of the herein described tract and containing 763 square feet of land. 3.

Prepared by: PATE SURVEYORS a division of Pate Engineers, Inc. Job No. 0570-018-00-542

SUMMER ADAMS Certification Date

September 10, 2008

THIS LEGAL DESCRIPTION IS ISSUED IN CONJUNCTION WITH AN ON THE GROUND SURVEY CONDUCTED BY PATE SURVEYORS FROM JUNE TO SEPTEMBER, 2008. ALL 5/8" IRON RODS WITH CAP MARKED "PATE" WILL BE SET AT A LATER DATE PER CLIENTS INSTRUCTION.



SHEET 2 OF 2