



Property Acquisition Services, Inc.

January 7, 2010

1-5-10

33B2

Parcel 6E

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

**Re: Old Richmond Road
Parcel 6-E – Tommie J. Martinez**

Dear Ms. Batts:

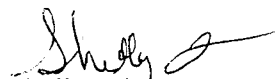
Please find enclosed the following referenced documents for your review:

- 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,


Shelly Johnson
Project Coordinator


Enclosures

*Approved as to
FBC AFB
1/11/10*

Tom J. Martinez

1-13-10 copy received

**Right of Way
Invoice Transmittal**

Date	January 8, 2010		
Requested By	Mark Davis, Property Acquisition Services		
Project Number	N/A		
Road Name	Old Richmond Road	Parcel #	6-E
Type of Expense	<input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> Condemnation <input type="checkbox"/> Litigation Expense <input type="checkbox"/> Pipeline		
Reimbursable Expense	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agency Fort Bend County	
Payee Vendor #	19841		W-9 Required prior to closing for payment***
Payee	Tommie J. Martinez		
Payee's Address	16149 Old Richmond Rd., Sugar Land, Tx 77498		
Tax ID #	[REDACTED]		
Amount of Check	\$1,824.00		
Date Check is Needed By	January 22, 2010	Closing Date	N/A
Return Check To	Paulette @ Engineering		
Description	Parcel 6-E - 1614 sq ft out of Miles M Battle League, A-9, Ft Bend County, Texas		
Comments	We are not using a Title Company to close this project. Landowner executed W-9 is attached.		
Accounting Unit	100685888	Account	64600
Activity	P685-06ROWPURCH	Account Category	32000
Purchase Order Number			
Requires CCT Approval?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Commissioner's Court Approval Date	January 5, 2010		
Reviewed by Requestor	Name	Date	
Reviewed by Co. Attorney	Mark Davis	January 8, 2010	
Reviewed by Engineering		1/11/10 1-8-10	
Reviewed by Co. Auditor			

***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

6-E

Date Requested: January 8, 2010

Check Needed By: January 22, 2010

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: **Tommie J. Martinez**

Payee's Address: 16149 Old Richmond Rd., Sugar Land, Tx 77498

Payee's Tax ID/SS #: 466-37-8669

Amount of Check: **\$1,824.00**

Description: Parcel 6-E - 1614 sq ft out of Miles M Battle League, A-9, 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 By: _____
Shelly Johnson

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Tommie J. Martinez

Business name, if different from above

Check appropriate box: ☒ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

16149 Old Richmond Rd.

City, state, and ZIP code

Sugar Land, TX 77498

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer 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 enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal 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
3. I am a U.S. person (including a U.S. resident alien).

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. For mortgage interest paid, acquisition or abandonment of secured property, cancellation 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
Here

Signature of
U.S. person ▶

Date ▶

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, or
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.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

WARRANTY DEED

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

§

THAT THE UNDERSIGNED, **TOMMIE J. MARTINEZ**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of ONE THOUSAND EIGHT HUNDRED TWENTY FOUR DOLLARS (\$1,824.00) 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 (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 _____, 2010.

Tommie J. Martinez

Acknowledgement

STATE OF TEXAS

COUNTY OF FORT BEND

The foregoing instrument was acknowledged before me in the _____ day of _____, 2010, by Tommie J. Martinez.

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
HIGHWAY: OLD RICHMOND
PROJECT LIMITS: W. AIRPORT BLVD. TO BOSS GASTON RD.

PROPERTY DESCRIPTION FOR TRACT 6-E

All that certain 1614 square feet of land, out of the 0.9262 acre tract described in the deed from Enedina Limon et al to Tommie J. Martinez recorded under Instrument No. 2005 091374, in the Official Public Records of Fort Bend County, Texas, in the Miles M. Battle League, A-9, 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)

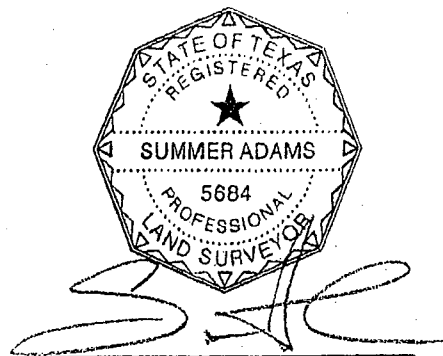
COMMENCING at a 5/8" iron rod found for the northwest corner of the 1.13 acre tract described in the deed from Percy Seldon, Trustee to Houston Pipe Line Company recorded under Volume 588, Page 417, in the Deed Records of Fort Bend County, Texas, in the east right-of-way line of Old Richmond Road; **THENCE** North 01° 32' 14" West – 361.94', along said east right-of-way line (at 189.37' passing a 5/8" iron rod found for the southwest corner of the 1.0 acre tract described in the deed from Aurora M. Martinez to Alfred Martinez recorded under Instrument No. 2006 140076, in the Official Public Records of Fort Bend County, Texas), to the southwest corner and **POINT OF BEGINNING** of the herein described tract, common to the northwest corner of said 1.0 acre tract, and the southwest corner of said 0.9262 acre tract, in said east right-of-way line;

1. **THENCE** North 01° 32' 13" West – 173.50', along the west line of said 0.9262 acre tract, common to said east right-of-way line, to the northwest corner of the herein described tract, common to the northwest corner of said 0.9262 acre tract;
2. **THENCE** North 87° 54' 34" East – 13.33', along the north line of said 0.9262 acre tract, to a 5/8" iron rod with cap marked "PATE" set for the northeast corner of the herein described tract;
3. **THENCE** South 01° 07' 18" West – 173.81', across said 0.9262 acre tract, to a 5/8" iron rod with cap marked "PATE" set for the southeast corner of the herein described tract, in the south line of said 0.9262 acre tract;

EXHIBIT A

4. **THENCE** South $88^{\circ} 27' 46''$ West – 5.27', along the south line of said 0.9262 acre tract, to the **POINT OF BEGINNING** of the herein described tract and containing 1614 square feet of land.

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



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.

50' 0 50'



1 INCH = 50 FEET

LINE	BEARING	DISTANCE
L1	N 87°54'34" E	13.33'
L2	S 88°27'46" W	5.27'

ABBREVIATION TABLE

POC POINT OF COMMENCING
POB POINT OF BEGINNING
D.R.F.C. DEED RECORDS OF FORT BEND COUNTY TEXAS
O.P.R.R.P. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF FORT BEND COUNTY TEXAS

SYMBOL LEGEND

- FOUND MONUMENT (AS INDICATED)
- SET 5/8" IRON ROD W/CAP MARKED "PATE" WILL BE SET AT A LATER DATE PER CLIENTS INSTRUCTION.

DATE	REVISION
7/08/09	ADDED ACREAGE TABLE

A PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS TRACT.

BEARING CONVENTION NOTE:

THE BEARING CONVENTION USED ON THIS SURVEY IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

PATE SURVEYORS
A DIVISION OF PATE ENGINEERS, INC.

13333 Hill Freeway, Ste 300 Houston, TX 77040-16713 4823176 / 2817313 FAX 2817313-2000

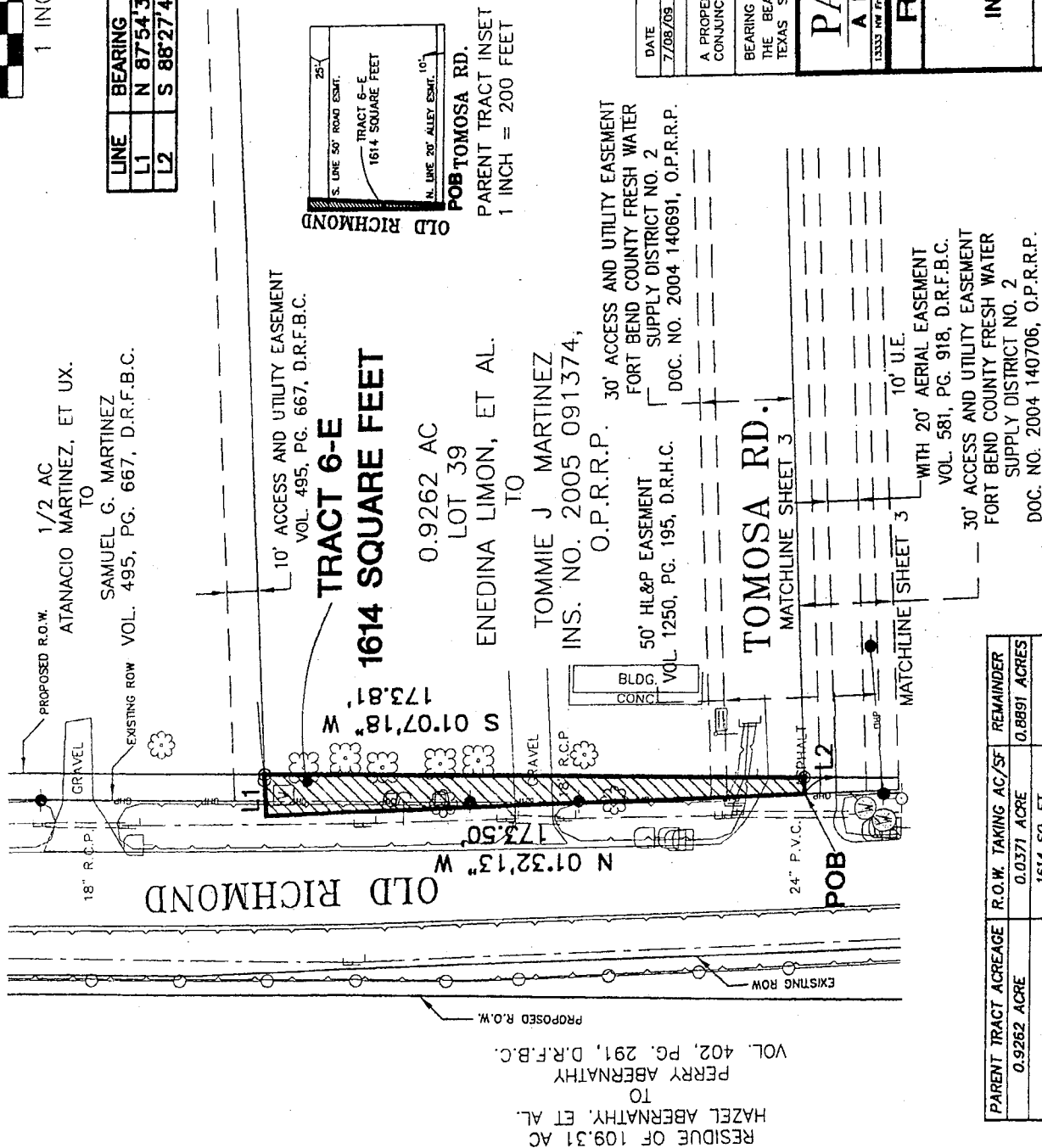
ROW PARCEL MAP

OLD RICHMOND

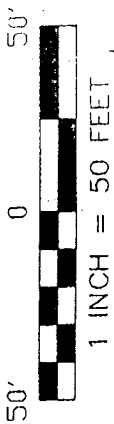
TRACT 6-E

IN THE MILES M. BATTLE LEAGUE, A-9
FORT BEND COUNTY, TEXAS

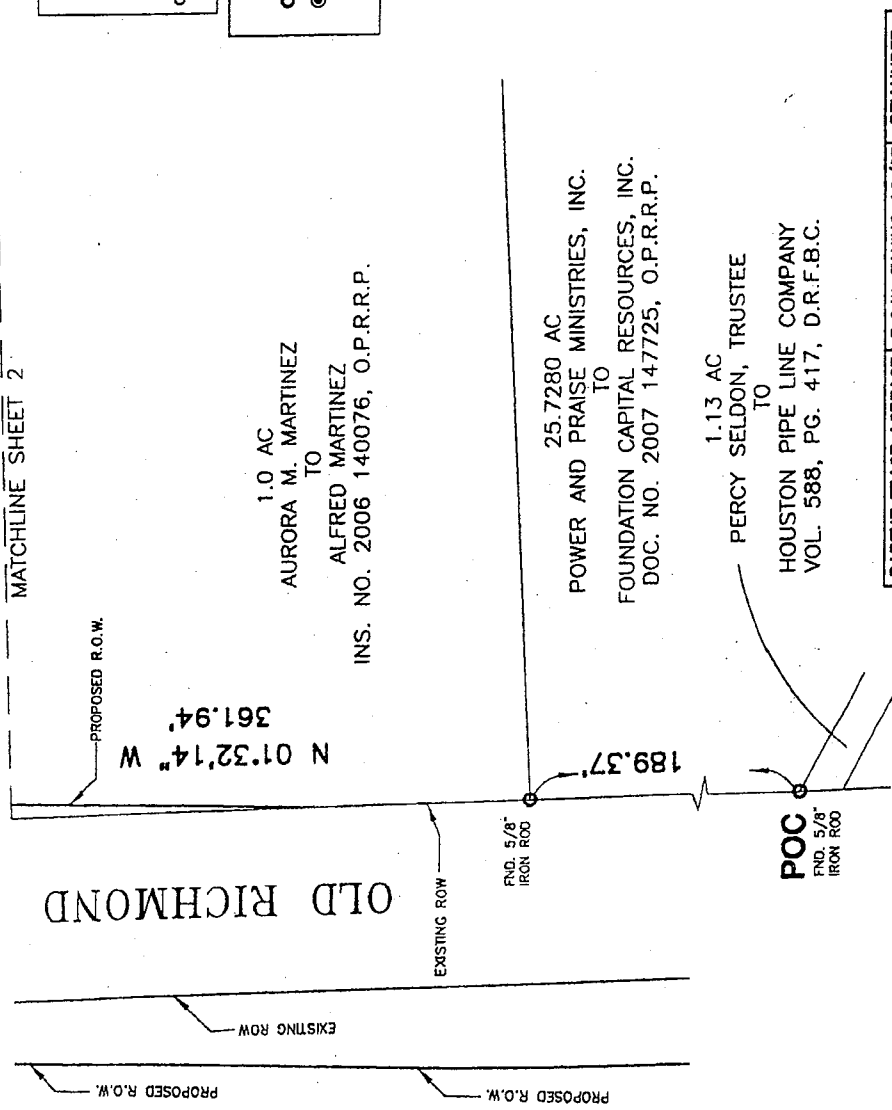
DRAWN: RC	ORIGINAL	ISSUE DATE: JUNE 12, 2009	ORIGINAL SCALE	1" = 50'
APPROVED FOR ISSUE:				JOB NO.: 0570-018-00-542



PARENT TRACT ACREAGE	R.O.W. TAKING AC/SF	REMAINDER
0.9262 ACRE	0.0371 ACRE	0.8891 ACRES
1614 SQ. FT.		



MATCHLINE SHEET 2



ABBREVIATION TABLE

POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
D.R.F.C.	DEED RECORDS OF FORT BEND COUNTY TEXAS
O.P.R.R.P.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF FORT BEND COUNTY TEXAS

SYMBOL LEGEND

○	FOUND MONUMENT (AS INDICATED)
⊙	SET 5/8" IRON ROD W/CAP MARKED "PATE" WILL BE SET AT A LATER DATE PER CLIENT'S INSTRUCTION.

DATE	REVISION
7/08/09	ADDED ACREAGE TABLE

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PATE SURVEYORS
A DIVISION OF PATE ENGINEERS, INC.
1333 HWY. 170, Ste. 300 Houston, TX 77059 (713) 442-3178 Fax (713) 442-3015 www.patesurvey.com

ROW PARCEL MAP

OLD RICHMOND TRACT 8-E

IN THE MILES M. BATTLE LEAGUE, A-8 FORT BEND COUNTY, TEXAS

DRAWN: RG	ORIGINAL SCALE	1" = 50'
APPROVED FOR ISSUE:	ISSUE DATE: JUNE 12, 2009	
JOB NO.: 0570-018-00-542		

PARENT TRACT ACREAGE	R.O.W. TAKING AC/SF	REMAINDER
0.9262 ACRE	0.0371 ACRE	0.8891 ACRES
	1614 SQ. FT.	