



Property Acquisition Services, Inc.

6/14/11

7-27-2010
AGENDA ITEM
34 B1

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

Re: OEM Project
Parcel 2 – General Land Office

Dear Ms. Batts:

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

- Original Check Request
- Copy of letter from General Land Office
- Copy of Court Approval
- Settlement Statement to be signed by the Judge
- Waiver of Inspection and Disclosure to be signed by the Judge

At this time, we ask that the County have the check requested processed so that my office may pick it up and deliver it to the General Land Office.

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 by
to form only by
City ABH
WJ
6/14/11*

6-20-11 copy received

**Right of Way
Invoice Transmittal**

Date	June 14, 2011		
Requested By	Property Acquisition Services		
Project Number			
Road Name	Office of Emergency Mgmt	Parcel # 2	
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
Payee Vendor #	13290		W-9 Required prior to closing for payment***
Payee	Stewart Title Company		
Payee's Address	14100 Southwest Freeway, Suite 200		
Tax ID #	On File		
Amount of Check	\$28,994.95		
Date Check is Needed By	June 28, 2011	Closing Date	June 29, 2011
Return Check To	Paulette @ Engineering		
Description	Parcel 2 - Texas General Land Office - All of Lot 5, Block 51, Jane Long Survey, A-55 (0.072 acres), Ft Bend County, Texas		
Comments			
Accounting Unit	100685888	Account 64500	
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	July 27, 2010		
Reviewed by Requestor	<u>Name</u> Mark Davis	<u>Date</u> June 14, 2011	
Reviewed by Co. Attorney	<i>W H Vidan</i>	<i>6/14/11</i>	
Reviewed by Engineering	<i>Paulette Batts</i>	<i>6-15-11</i>	
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

Date Requested: June 14, 2011

Check Needed By: June 28, 2011

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: Office of Emergency Management

Payee: Stewart Title Company

Payee's Address: 14100 Southwest Freeway, Suite 200

Payee's Tax ID/SS #: On File

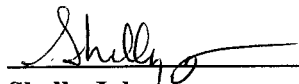
Amount of Check: **\$28,994.95**

Description: Parcel 2 - Texas General Land Office - All of Lot 5, Block 51,
Jane Long Survey, A-55 (0.072 acres), Ft Bend County, Texas

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



Shelly Johnson

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

June 7, 2011

Fort Bend County
c/o Raymond Johnson
Property Acquisition Services, Inc.
19855 Southwest Freeway
Suite 200
Sugar Land, TX 77479

Re: Approved sale of Lot 5, Block 51, Town of Richmond, Austin Street, Fort Bend County, Texas, File Number TFL-000106, Customer Number C000016104

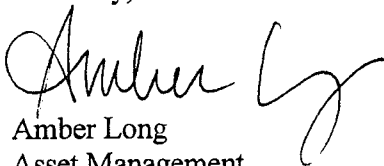
Dear Mr. Johnson:

Today, the School Land Board approved the direct sale of the referenced tract for a total purchase price of \$28,350.00. Since Fort Bend County is a political subdivision, the statutory sales fee of 1.5% has been waived per Texas Natural resources Code Section 32.110 (a).

In order to close this sale, please forward **\$28,350.00**, in the form of a remittance made payable to the Texas General Land Office, within 30 days from the date of this letter. When the required payment is received, you will receive a DEED for the tract.

If you have any questions, please contact me at (512) 463-4802. In order to insure proper handling, please include your customer number above and direct your correspondence to my attention at: Texas General Land Office, Asset Management Division, PO Box 12873, Austin, Texas, 78711-2873.

Sincerely,



Amber Long
Asset Management

Stephen F. Austin Building • 1700 North Congress Avenue • Austin, Texas 78701-1495

Post Office Box 12873 • Austin, Texas 78711-2873

512-463-5001 • 800-998-4GLO

www.glo.state.tx.us

A. Settlement Statement**U.S. Department of Housing
and Urban Development**OMB Approval No. 2502-0265
(expires 11/30/2009)**B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 0915730555	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	<input type="checkbox"/> Other			

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 "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

**D. Name & Address
of Borrower:**

Fort Bend County

**E. Name & Address
of Seller:**

State of Texas

**F. Name & Address
of Lender:****G. Property Location:**

Subdivision
Lot 5, Block 51, Richmond Subdivision, Book 109, Page 44, Fort Bend County, Texas

Tax ID
7395-00-051-0050-901

Parcel #2

**H. Settlement Agent:
Place of Settlement:**

Monroe A Ashworth, 170-Stewart Title Company, 14100 Southwest Freeway, Suite 200, Sugar Land, TX 77478, (281)491-7050
14100 Southwest Freeway, Suite 200, Sugar Land, TX 77478

I. Settlement Date:

12/16/2009

Proration Date:

12/16/2009

Disbursement Date:

12/16/2009

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	\$28,350.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	\$644.95
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	\$28,994.95

200. Amounts Paid by or in Behalf of Borrower

201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	

Adjustments for items unpaid by seller

210. City/town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	\$0.00

300. Cash at Settlement from/to Borrower

301. Gross amount due from borrower (line 120)	\$28,994.95
302. Less amounts paid by/for borrower (line 220)	\$0.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$28,994.95

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	\$28,350.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	\$28,350.00

500. Reductions in Amount Due to Seller

501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	\$0.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	

Adjustments for items unpaid by seller

510. City/town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	\$0.00

600. Cash at Settlement to/from Seller

601. Gross amount due to seller (line 420)	\$28,350.00
602. Less reductions in amount due seller (line 520)	\$0.00
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$28,350.00

L. Settlement Charges			
700. Total Sales/Broker's Commission		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:			
701.			
702.			
703.	Commission paid at settlement		
704.			
800. Items Payable in Connection with Loan			
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.			
809.			
810.			
811.			
812.			
813.			
900. Items Required by Lender to Be Paid in Advance			
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.			
905.			
1000. Reserves Deposited with Lender			
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments		
1006.			
1007.			
1008.			
1009.			
1100. Title Charges			
1101.	Settlement or closing fee to Stewart Title Company	\$200.00	
1102.	Abstract or title search		
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation		
1106.	Notary fees		
1107.	Attorney's fees to		
	Includes above item numbers:		
1108.	Title Insurance to Stewart Title Company	\$355.00	
	Includes above item numbers:		
1109.	Lender's coverage		
1110.	Owner's coverage	\$28,350.00	\$355.00
1111.	State Policy Fee to Stewart Title Policy Gty Fee	\$5.00	
1112.	Document Delivery fee to Stewart Title Company	\$20.00	
1113.	Tax Certificate to Stewart Title Company	\$64.95	
1200. Government/Recording and Transfer Charges			
1201.	Recording fees:		
1202.	City/county tax/stamps:		
1203.	State tax/stamps:		
1204.			
1205.			
1206.			
1300. Additional Settlement Charges			
1301.	Survey		
1302.	Pest inspection		
1303.			
1304.			
1305.			
1306.			
1307.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		\$644.95	\$0.00

Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

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. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.

FORT BEND COUNTY

State of Texas

Judge Robert E. Hebert
Fort Bend County Judge

6-16-2011

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.

Monroe A Ashworth

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.

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Fort Bend GF No.0915730555

Brief Description of Property:

Lot 5, Block 51, Richmond Subdivision, Book 109, Page 44, Fort Bend County, Texas

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.

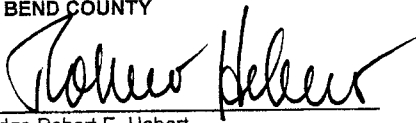
IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

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 June, 16, 2011.

FORT BEND COUNTY

By: 
Judge Robert E. Hebert
Fort Bend County Judge

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 09309867