

**From:** Michelle Cox <michelle.cox@lgbs.com>  
**To:** Marcus Spencer <Marcus.Spencer@co.fort-bend.tx.us>  
**CC:** KEVIN <KDAVIDSON@PBFCM.COM>  
**Date:** 3/2/2011 1:05 PM  
**Subject:** FW: Resale Deed- FBC v. George S. Gayle- account 0243000001810906(bid less than minimum)  
**Attachments:** Resale Deed- FBC v. George S. Gayle- account 0243000001810906 (bid less than minimum).doc

Marcus,

Attached, please find the revised draft of the Tax Resale Deed to Juan Zavala. The Resolution and Order was signed on November 23, 2010 by the County Judge.

Please contact me if you should require any additional information.

Thanks,

Michelle

[Firm Logo]

Michelle V. Cox

Area Manager

Linebarger Goggan Blair & Sampson, LLP

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Approved As To Legal Form:  
*Marcus Spencer* 3/3/2011  
Asst. County Atty. Date

3-4-11 copy received

**NOTICE OF CONFIDENTIALITY RIGHT:**

**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS

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RESALE DEED

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COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS that the NEEDVILLE INDEPENDENT SCHOOL DISTRICT for itself and as Trustee for the use and benefit of the FORT BEND COUNTY EDUCATION DISTRICT, FORT BEND COUNTY, WHARTON COUNTY JR. COLLEGE, FORT BEND LATERAL ROAD & FLOOD CONTROL, AND FORT BEND COUNTY DRAINAGE DISTRICT, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of TWENTY THOUSAND DOLLARS (\$20,000.00), in hand paid by JUAN ZAVALA ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of the NEEDVILLE INDEPENDENT SCHOOL DISTRICT for itself and as Trustee for the use and benefit of the FORT BEND COUNTY EDUCATION DISTRICT, FORT BEND COUNTY, WHARTON COUNTY JR. COLLEGE, FORT BEND LATERAL ROAD & FLOOD CONTROL, AND FORT BEND COUNTY DRAINAGE DISTRICT, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 00-DCV-115533A, styled NEEDVILLE INDEPENDENT SCHOOL DISTRICT , ET AL VS. GEORGE S. GAYLE III, TRUSTEE, ET AL said property being described as:

AN APPROXIMATELY 5.11 ACRE TRACT OF LAND IN ABSTRACT 243, FORT BEND COUNTY, TEXAS, BEING THE TRACT SHOWN ON THE MAPS OF THE FORT BEND COUNTY APPRAISAL DISTRICT AS ACCOUNT 0243000001810906 AND ALSO SOMETIMES CALLED LOT 37 OF THE UNRECORDED GAYLE SUBDIVISION, A SUBDIVISION OF 320 ACRES (ACCOUNT NO. 0243000001810906).

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Property Code.

GRANTOR conveys the property:

- (a). "as is", "with all faults" and without any warranty as to condition or environmental hazard,

- (b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- (c). subject to any right of redemption; and
- (d). subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- (a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,
- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),
- (d). compliance with applicable environmental laws, rules or regulations; and
- (e). the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a). that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- (b). GRANTEE has inspected the property and is relying solely on **his** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (c). that any information provided with respect to the property was obtained from a variety of sources, and
- (d). 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.
- (e). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective 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 the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, **his** heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any 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 and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. 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 predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of **himself** and **his** heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR'S elected and appointed officials, employees, officers, directors, representatives, attorney and agents from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said JUAN ZAVALA, **his** successors, beneficiaries, heirs and assigns forever, so that neither the NEEDVILLE INDEPENDENT SCHOOL DISTRICT for itself and as Trustee for the use and benefit of the FORT BEND COUNTY EDUCATION DISTRICT, FORT BEND COUNTY, WHARTON COUNTY JR. COLLEGE, FORT BEND LATERAL ROAD & FLOOD CONTROL, AND FORT BEND COUNTY DRAINAGE DISTRICT, nor any person claiming under it shall at any

time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

NEEDVILLE INDEPENDENT SCHOOL  
DISTRICT FOR ITSELF AND AS TRUSTEE FOR  
THE USE AND BENEFIT OF THE FORT BEND  
COUNTY EDUCATION DISTRICT

\_\_\_\_\_  
JIM KOCIAN  
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND               §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, JIM KOCIAN, President, Board of Trustees, NEEDVILLE INDEPENDENT SCHOOL DISTRICT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC, in and for the  
STATE OF TEXAS  
My Commission Expires: \_\_\_\_\_

Executed this 4 day of March, ~~2010~~ 2011.

FORT BEND COUNTY, FORT BEND LATERAL  
ROAD & FLOOD CONTROL, AND FORT BEND  
COUNTY DRAINAGE DISTRICT



ROBERT E. HEBERT  
COUNTY JUDGE, FORT BEND COUNTY

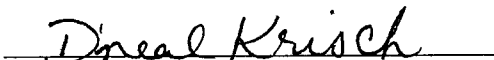
THE STATE OF TEXAS  
COUNTY OF FORT BEND

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### ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, ROBERT E. HEBERT, County Judge, FORT BEND COUNTY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of  
March, ~~2010~~ 2011.

  
NOTARY PUBLIC, in and for the  
STATE OF TEXAS

My Commission Expires: 4/2/2011

SEAL



Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

WHARTON COUNTY JUNIOR COLLEGE

\_\_\_\_\_  
P. D. GERTSON III  
CHAIRMAN OF THE BOARD

THE STATE OF TEXAS

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COUNTY OF FORT BEND

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ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, P. D. GERTSON III, Chairman of the Board, WHARTON COUNTY JUNIOR COLLEGE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

SEAL

GRANTEE:  
Juan Zavala  
16874 W. Maglitto Circle  
Tomball, TX 77377

\_\_\_\_\_  
NOTARY PUBLIC, in and for the  
STATE OF TEXAS  
My Commission Expires: \_\_\_\_\_

After Recording Return to:  
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.  
1235 North Loop West, Suite 600  
Houston, Texas 77008  
Kevin Davidson