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October 19, 2011

Commissioner
Richard Morrison
1517 Eugene Heimann Cir., Ste 300
Richmond, Texas 77469

Re: Tax Re-Sale Bid.

Dear Commissioner:

On February 10, 2010, pursuant to a judgment and order of sale in cause number 00-DCV-115533a, the Taxing Authorities auctioned property account number 0243-000000-810-906 at public constable sale for nonpayment of property tax. There were no bids received at auction and title passed to Needville Independent School District as trustee for all Taxing Authorities to whom taxes were owed.

On August 29, 2011, Needville Independent School District passed a resolution and order selling account number 0243-000000-810-906 to Juan Zavala for \$22,000. Enclosed are the School District's Resale Deed, Bid Analysis, and Bid for the Commissioner's Court to review. The School District requests that this matter be heard at the next available Commissioner's Court meeting so that the Court may vote to either approve or disapprove the Juan Zavala sale.

If you have any questions concerning this matter or need further information or clarification about this account or any other matter please do not hesitate to contact me.

Sincerely,



Steven D. Saucedo
Partner

THE STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

RESOLUTION AND ORDER

WHEREAS, Needville Independent School District, Trustee for itself and other taxing authorities ("taxing authorities") including the Fort Bend County, foreclosed on the below described property ("the property") through a delinquent tax lawsuit and judgment:

AN APPROXIMATELY 5.45 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 024300000810906 AND ALSO SOMETIMES CALLED LOT 46 OF THE UNRECORDED GAYLE SUBDIVISION, A SUBDIVISION OF 320 ACRES.

WHEREAS, Fort Bend County remains unpaid after exhausting all legal means to satisfy the collection of the delinquent taxes due and owing to Fort Bend County, including conducting a public auction of the property by the Fort Bend County Constable on the Fort Bend County Courthouse steps whereby the property was struck off to the taxing authorities and;

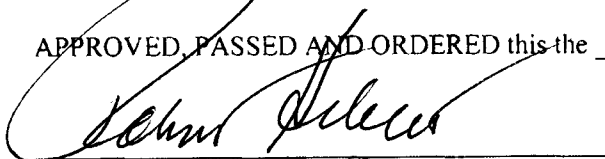
WHEREAS, Being no bids for the property at the tax sale on July 6, 2010, Needville Independent School District, Trustee for itself and other taxing authorities including Fort Bend County, now holds title to the property in trust to secure the payment of taxes, penalties, interest and costs owed to all taxing authorities participating in the foreclosure judgment;

WHEREAS, Needville Independent School District, Fort Bend County and Wharton County Junior College have received a reasonable offer of \$22,000.00 from Juan Zavala. The \$22,000.00 will be divided among the taxing authorities in an amount equal to their interest in the tax foreclosure suit.


NOW, THEREFORE, IT IS ORDERED by Fort Bend County:

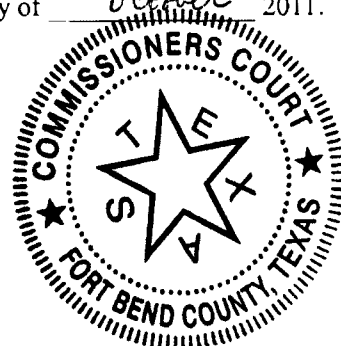
1. That all of the above paragraphs are true, correct and in the best interest of Fort Bend County and as such they are hereby incorporated in full and made part of this Resolution;
2. That Fort Bend County accepts this offer and authorizes the County Judge of Fort Bend County to sign and execute the deed on behalf of Fort Bend County to transfer all of Fort Bend County's title and interest in the property to the person submitting the offer to purchase the property.
3. That the conveyance of all the title and interest of the tax authorities in the property is contingent on the acceptance of the offer by the Board of Trustees of Needville Independent School District.

APPROVED, PASSED AND ORDERED this the 25 day of October 2011.


Robert Hebert, County Judge

ATTEST:


Dianne Wilson, County Clerk



Bid Analysis

Cause No. 00-DCV-115533A

Account No. 024300000810906

An approximately 5.45 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 024300000810906 and also sometimes called Lot 46 of the unrecorded Gayle Subdivision, a subdivision of 320 acres.

Bid Amount \$22,000.00

Name of Bidder Juan Zavala

Judgment Information

<u>Tax Entity</u>	<u>Tax Years</u>	<u>Amount Due</u>
Needville Independent School District	1988-2009	\$28,181.17 (63%)
Needville Education District	1991-1992	\$1,919.44 (4%)
Fort Bend County	1988-2009	\$12,552.17 (26%)
Wharton County Junior College	1988-2009	\$2,890.52 (7%)
<i>Total (024300000810906)</i>		<u><i>\$45,543.30</i></u>

TOTAL AMOUNT DUE AT TIME OF Tax Sale: \$45,543.30
Property Value (at time of Judgment)

Account No. 024300000810906

\$47,760.00

Costs

Constable Fee & Commission (Constable Constable A.J. Dorr)

\$600.00

Total costs: \$600.00

Proposed Distribution

Bid Amount \$22,000.00

-

Costs \$600.00

-

Post Jdmt \$0.00

(ACCOUNT NO. 024300000810906) Net to Distribute \$21,400.00

Needville Independent School District

\$13,482.00

Needville Education District

\$856.00

Fort Bend County

\$5,564.00

Wharton County Junior College

\$1,498.00

*all remaining balances can be zeroed out



EAST CREEK SEND UP

0243000000810906



- (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.

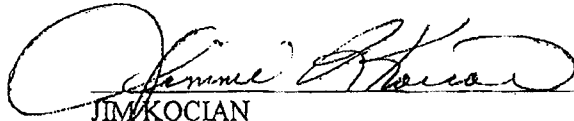
TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said JUAN ZAVALA, his successors, beneficiaries, heirs and assigns forever, so that neither the NEEDVILLE INDEPENDENT SCHOOL DISTRICT for itself and as Trustee 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 29 day of August, 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

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COUNTY OF FORT BEND

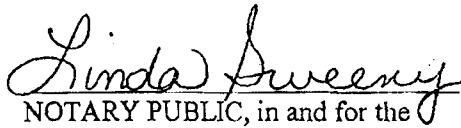
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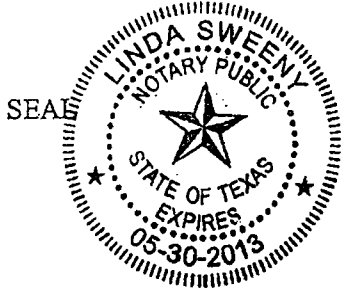
ACKNOWLEDGMENT

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 29 day of August, 2011.



NOTARY PUBLIC, in and for the STATE OF TEXAS
My Commission Expires: 05-30-2013



Executed this 25 day of October, 2011.

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

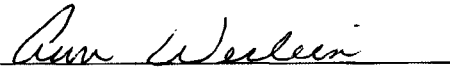

ROBERT E. HEBERT
COUNTY JUDGE, FORT BEND COUNTY

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

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 25 day of October, 2011.


NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: Feb 24, 2015

SEAL

