



Property Acquisition Services, Inc.

February 14, 2011

2-1-2011
AGENDA ITEM 31 B.I.
Parcel 5

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

Re: Old Richmond Road
Parcel 5-W – Lynda Lou Sullivan Topp & John Price Abernathy

Dear Ms. Batts:


Please find enclosed the following referenced documents for your review:

- Original Check Request
- Original Deed for County Attorney Review
- Original Title Company Documents/Disclosures:
 - Settlement Statement
 - Waiver of Inspection & Disclosure to Owner
 - Buyer Correspondence Information Form
 - Info for Real Estate 1099-S Report Filing
 - Tax Agreement
 - Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have the settlement statement and supporting documents executed for processing. Once these agreements are signed and the check request processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

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,

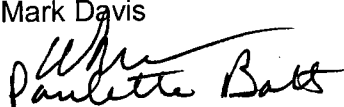
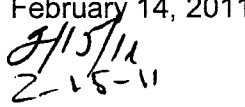

Shelly Johnson
Project Coordinator

Enclosures

*Approved as to FB
form only by me
A.H. 2/15/11
by W.K.*

copy received 2-18-11

**Right of Way
Invoice Transmittal**

Date	February 14, 2011		
Requested By	Property Acquisition Services		
Project Number	730		
Road Name	Old Richmond	Parcel # 5W	
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 Frwy, ste 200		
Tax ID #	Sugar Land, TX 77478		
Amount of Check	\$47,906.95		
Date Check is Needed By	February 28, 2011	Closing Date	March 1, 2011
Return Check To	Paulette @ Engineering		
Description	Parcel 5W - Lynda Lou Sullivan Topp & John Price Abernathy - 0.9851 acres out of Miles M Battle League, A-9, 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	February 1, 2011		
Reviewed by Requestor	<u>Name</u> Mark Davis	<u>Date</u> February 14, 2011	
Reviewed by Co. Attorney			
Reviewed by Engineering		2-15-11	
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: February 14, 2011

Check Needed By: February 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: Old Richmond Road

Payee: Stewart Title Company

Payee's Address: 14100 Southwest Freeway, ste 200
Sugar Land, TX 77478

Payee's Tax ID/SS #: On File

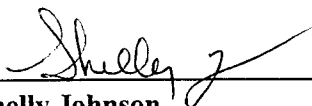
Amount of Check: **\$47,906.95**

Description: Parcel 5W - Lynda Lou Sullivan Topp & John Price
Abernathy - 0.9851 acres out of Miles M Battle League, A-9,
Ft Bend County, Texas

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



Shelly Johnson

WARRANTY DEED

THE STATE OF TEXAS

§

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

THAT THE UNDERSIGNED, **LYNDA LOU SULLIVAN TOPP & JOHN PRICE**

ABERNATHY, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of FORTY SEVEN THOUSAND TWO HUNDRED TWO DOLLARS (\$47,202.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, TX, 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 is hereby acknowledged do 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 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; (vi) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (vii) 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 (vii) 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, including that certain ROW owned by NFBWA.

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 by through or under Grantor, but not otherwise.

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, its heirs, successors and assigns from any and all claims that Grantee may now have or hereafter acquire against Grantor, and its heirs, successors and assigns for any cost, loss, liability, damage, expense, demand, action or cause of action of any nature whatsoever 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.

Without the prior written consent of Grantor, the Grantee shall not use any part of the lands owned by Grantor, its heirs, successors and assignees adjacent to the property.

EXECUTED this _____ day of _____, 2011.

LYNDA LOU SULLIVAN TOPP

Name

Lynda Lou Sullivan Topp
Printed name

Acknowledgement

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 2011, by Lynda Lou Sullivan Topp.

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

EXECUTED this _____ day of _____, 2011.

JOHN PRICE ABERNATHY

Name

John Price Abernathy
Printed name

Acknowledgement

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 2011, by John Price Abernathy.

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

EXHIBIT A

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

PROPERTY DESCRIPTION FOR TRACT 5-W

All that certain 0.9851 acre of land, out of the 109.31 acre tract described in the deed from Hazel Abernathy, et al to Perry Abernathy recorded under Volume 402, Page 291, in the Deed 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)

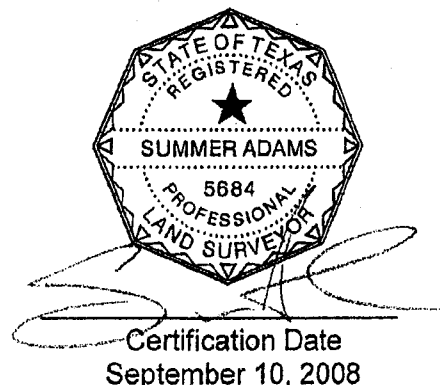
COMMENCING at a 5/8" iron rod found (bent) for the northeast corner of Lot 30 described in the deed from Donald Grosskreutz, et ux to Salvador S. Vela, et ux recorded under Instrument No. 2008 035279, in the Official Public Records of Fort Bend County, Texas, in the south line of the 2.9012 acre tract described in the deed from John P. Hesse, et al to William E. Brooks, et ux recorded under Volume 2242, Page 1053, in the Deed Records of Fort Bend County, Texas; **THENCE** North 87° 08' 10" East – 20.82', along the south line of said 2.9012 acre tract, to the southeast corner of said 2.9012 acre tract, in the west right-of-way line of Old Richmond Road; **THENCE** North 02° 51' 51" West – 638.28', along said west right-of-way line (at 441.39' passing a 5/8" iron rod found (bent) for the northeast corner of the 60' wide Road Easement as described in the deed recorded under Volume 429, Page 841, in the Deed Records of Fort Bend County, Texas), to the southeast corner of said 1.45 acre tract; **THENCE** North 22° 20' 02" East – 198.44', continuing along said west right-of-way line, to the southeast corner and **POINT OF BEGINNING** of the herein described tract, common to the southeast corner of said 109.31 acre tract;

1. **THENCE** South 87° 26' 20" West – 18.87', along the south line of said 109.31 acre tract, to a 5/8" iron rod with cap marked "PATE" set for the southwest corner of the herein described tract, common to a point on a non-tangent curve to the right having a radius of 1235.00', a central angle of 05° 17' 16", and a chord bearing and distance of North 20° 53' 02" East – 113.94';
2. **THENCE** along said curve to the right, an arc distance of 113.98', to a 5/8" iron rod with cap marked "PATE" set for the end of curve;
3. **THENCE** North 23° 31' 40" East – 545.44' to a 5/8" iron rod with cap marked "PATE" set for the Point of Curvature of a curve to the left having a radius of 1165.00', a central angle of 25° 49' 37", and a chord bearing and distance of North 10° 36' 52" East – 520.71';
4. **THENCE** along said curve to the left, an arc distance of 525.14', to a 5/8" iron rod with cap marked "PATE" set for the end of curve;

EXHIBIT A

5. **THENCE** North 02° 17' 57" West – 220.12' to a 5/8" iron rod with cap marked "PATE" set for the Point of Curvature of a curve to the right having a radius of 2035.00', a central angle of 03° 25' 15", and a chord bearing and distance of North 00° 35' 19" West – 121.48';
6. **THENCE** along said curve to the right, an arc distance of 121.50', to a 5/8" iron rod with cap marked "PATE" set for the end of curve;
7. **THENCE** North 01° 07' 18" East – 421.84' to a 5/8" iron rod with cap marked "PATE" set for the northwest corner of the herein described tract, in the north line of said 109.31 acre tract;
8. **THENCE** North 87° 41' 55" East – 6.25', along the north line of said 109.31 acre tract, to the northeast corner of the herein described tract, common to the northeast corner of said 109.31 acre tract;
9. **THENCE** South 01° 12' 01" East – 1043.78', along the east line of said 109.31 acre tract, common to aforesaid west right-of way line, to an angle corner of the herein described tract, common to an angle corner of said 109.31 acre tract;
10. **THENCE** South 23° 25' 39" West – 857.05', along said common line, to an angle corner of the herein described tract, common to an angle corner of said 109.31 acre tract;
11. **THENCE** South 22° 20' 02" West – 55.12', continuing along said common line, to the **POINT OF BEGINNING** of the herein described tract and containing 0.9851 acre of land.

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



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.

MATCH LINE A

MILES M. BATTLE LEAGUE, A-9

RESIDUE OF 109.31 AC
HAZEL ABERNATHY, ET AL.
TO
PERRY ABERNATHY
VOL. 402, PG. 291, D.R.F.B.C.

INGRESS/EGRESS ESMT
TO
ALEXIS SULLIVAN
INS. NO. 9770832,
O.P.R.R.P.

1.45 AC
PERRY ABERNATHY,
ET UX.
TO
LYNDA LOU SULLIVAN,
ET AL.
VOL. 585, PG. 490,
D.R.F.B.C.

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McKASKLE RD.

PARENT TRACT INSET
1 INCH = 600 FEET

100' 0 100'



1 INCH = 100 FEET

LINE	BEARING	DISTANCE
L1	N 87°08'10" E	20.82'
L2	N 22°20'02" E	198.44'
L3	S 87°26'20" W	18.87'
L4	N 02°17'57" W	220.12'
L5	N 87°41'55" E	6.25'
L6	S 22°20'02" W	55.12'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1235.00'	05°17'18"	113.98'	N 20°53'02" E	113.94'
C2	1165.00'	25°46'37"	525.14'	N 10°36'52" E	520.71'
C3	2035.00'	05°25'15"	121.50'	N 00°35'19" W	121.48'

PARENT TRACT ACREAGE	R.O.W. TAKING AC/SF	REMAINDER
105.60 ACRES	0.9851 ACRE	149.61 ACRES
	42911 SQ. FT.	

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.

POC

FND. 5/8" IRON ROD (BENT)

DATE	REVISION
7/09/09	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:
TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

PATE SURVEYORS
A DIVISION OF PATE ENGINEERS, INC.

13333 MW Freeway, Ste 300-Houston, TX 77040-Ph:713/96220178-Fax:713/96220115-www.pateeng.com

ROW PARCEL MAP

OLD RICHMOND

TRACT 5-W

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

DRAWN: EEV	ORIGINAL ISSUE DATE: JUNE 12, 2009	ORIGINAL SCALE 1" = 100'
APPROVED FOR ISSUE:	JOB NO.: 0570-018-00-542	

MILES M. BATTLE LEAGUE, A-9

MATCH LINE B



RESIDUE OF 109.31 AC
HAZEL ABERNATHY, ET AL.
TO
PERRY ABERNATHY
VOL. 402, PG. 291, D.R.F.B.C.

TRACT 5-W
0.9851 ACRES

100' 0 100'



1 INCH = 100 FEET

PARENT TRACT ACREAGE	R.O.W. TAKING AC/SF	REMAINDER
105.60 ACRES	0.9851 ACRE	149.61 ACRES
	42911 SQ. FT.	

25.7280 AC
POWER AND PRAISE MINISTRIES, INC.
TO
FOUNDATION CAPITAL RESOURCES, INC.
INS. NO. 2007 147725, O.P.R.R.P.

DORA LN.

RESIDUE OF 109.31 AC
HAZEL ABERNATHY, ET AL.
TO
PERRY ABERNATHY
VOL. 402, PG. 291, D.R.F.B.C.

9.343 AC
MARY ELIZABETH BUEHRING
TO
FAMILY LIFE CHRISTIAN
FELLOWSHIP - FT. BEND
COUNTY
INS. NO. 2001 113609,
O.P.R.R.P.

MATCH LINE A

DATE	REVISION
7/09/09	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:
TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

PATE SURVEYORS
A DIVISION OF PATE ENGINEERS, INC.
13333 NW Freeway, Ste 300-Houston, TX 77040-Ph7137622178-Fax7137622015-www.pateeng.com

ROW PARCEL MAP

OLD RICHMOND
TRACT 5-W
IN THE MILES M. BATTLE LEAGUE, A-9
FORT BEND COUNTY, TEXAS

DRAWN: EEV	ORIGINAL ISSUE DATE: JUNE 12, 2009	ORIGINAL SCALE 1" = 100'
APPROVED FOR ISSUE:	JOB NO.: 0570-018-00-542	

ALBERT STOLARSKY,
ET UX.
TO
RAYMOND ABILA, ET UX.
VOL. 507, PG. 777,
D.R.F.B.C.

MILES M. BATTLE LEAGUE, A-9

RESIDUE OF 109.31 AC
HAZEL ABERNATHY, ET AL.
TO
PERRY ABERNATHY
VOL. 402, PG. 291, D.R.F.B.C.

1/2 AC
ATANACIO MARTINEZ, ET UX.
TO
SAMUEL G. MARTINEZ
VOL. 495, PG. 670, D.R.F.B.C.

1/2 AC
ATANACIO MARTINEZ, ET UX.
TO
SAMUEL G. MARTINEZ
VOL. 495, PG. 667, D.R.F.B.C.

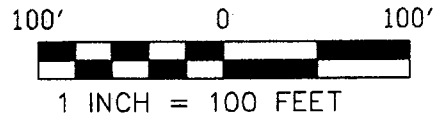
0.9262 AC
LOT 39
ENEDINA LIMON, ET AL.
TO
TOMMIE K. MARTINEZ
INS. NO. 2005 091374,
O.P.R.R.P.

1.0 AC
AURORA M. MARTINEZ
TO
ALFRED MARTINEZ
INS. NO. 2006 140076,
O.P.R.R.P.

TRACT 5-W
0.9851 ACRES

20' PIPELINE EASEMENT
VOL. 490, PG. 510, D.R.F.B.C.

MATCH LINE B



PARENT TRACT ACREAGE	R.O.W. TAKING AC/SF	REMAINDER
105.60 ACRES	0.9851 ACRE	149.61 ACRES
	42911 SQ. FT.	

DATE	REVISION
7/09/09	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: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.	
PATE SURVEYORS A DIVISION OF PATE ENGINEERS, INC. 13333 NW Freeway, Ste 300 • Houston, TX 77040 • Ph 713 962 8178 • Fax 713 962 8015 • www.pateeng.com	
ROW PARCEL MAP	
OLD RICHMOND TRACT 5-W IN THE MILES M. BATTLE LEAGUE, A-9 FORT BEND COUNTY, TEXAS	
DRAWN: EEV	ORIGINAL
APPROVED FOR ISSUE:	ISSUE DATE: JUNE 12, 2009
	ORIGINAL SCALE 1" = 100'
	JOB NO.: 0570-018-00-542

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB Approval No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 1015733698	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: Lynda Lou Sullivan Topp
John Price Abernathy

F. Name & Address of Lender:

G. Property Location: All that certain 0.9851 acre of land, out of the 109.31 acre tract described in the deed recorded under Volume 402, Page 291, in the Deed Records of Fort Bend County, Texas, in the Miles M Battle League, A-9, Fort Bend County, Texas; and being more particularly described by metes and bounds in Exhibit A attached hereto.

H. Settlement Agent: Monroe A Ashworth, 170-Stewart Title Company, 14100 Southwest Freeway, Suite 200, Sugar Land, TX 77478, (281)491-7050
Place of Settlement: 14100 Southwest Freeway, Suite 200, Sugar Land, TX 77478

I. Settlement Date: 12/31/2010 **Proration Date:** 12/31/2010 **Disbursement Date:** 12/31/2010

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	\$47,202.00	401. Contract sales price	\$47,202.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$704.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	\$47,906.95	420. Gross Amount Due to Seller	\$47,202.00
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	\$0.00	520. Total Reduction Amount Due Seller	\$0.00
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	\$47,906.95	601. Gross amount due to seller (line 420)	\$47,202.00
302. Less amounts paid by/for borrower (line 220)	\$0.00	602. Less reductions in amount due seller (line 520)	\$0.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$47,906.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$47,202.00

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		\$150.00	
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		\$485.00	
Includes above item numbers:			
1109. Lender's coverage			
1110. Owner's coverage \$47,202.00		\$485.00	
1111. Tax Certificate to Stewart Title Company		\$64.95	
1112. State Policy Fee to Stewart Title Policy Gty Fee		\$5.00	
1113.			
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)		\$704.95	\$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

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

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 the HUD-1 Settlement Statement.

SELLER(S):

Lynda Lou Sullivan Topp

John Price Abernathy

PURCHASER (S):

FORT BEND COUNTY

By: _____

Judge Robert E. Hebert

Fort Bend County Judge 2-17-2011

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.

STEWART TITLE

By: _____
Monroe Ashworth, Commercial Escrow Officer
Settlement Agent

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.

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

Judge Robert E. Hebert
Fort Bend County Judge

2-17-2011

Lynda Lou Sullivan Topp_____
John Price Abernathy

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.1015733698

Brief Description of Property:

A 0.9851 acre tract, more or less, out of the Miles M. Battle League, Abstract No. 9, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

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 February, 17, 2011.

FORT BEND COUNTY

By: 

Judge Robert E. Hebert
Fort Bend County Judge

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 09309867

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, Texas 77479
Attention: Shelly Johnson

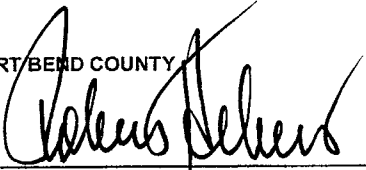
Is this a temporary address? _____ YES X
NO

If YES, please indicate until what date: NA

PHONE NUMBER: 281-343-7171

E-MAIL ADDRESS: sjohnson@pascorp.com

FORT BEND COUNTY

By: 
Judge Robert E. Hebert
Fort Bend County Judge

Date: February 17, 2011

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 1015733698

Taxpayer I. D. No. _____

SELLER'S NAME and MAILING ADDRESS

Lynda Lou Sullivan Topp & John Price Abernathy

TRANSACTION INFORMATION

Closing Date: _____, _____, 2011

Brief Description of Property:

A 0.9851 acre tract, more or less, out of the Miles M. Battle League, Abstract No. 9, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Contract Sales Price: \$47,202.00

If multiple Sellers, allocation of sales price amount among the Sellers:

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? _____ (Yes or No)

CERTIFICATION

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

SELLER(S):

SELLER(S):

Lynda Lou Sullivan Topp

John Price Abernathy

TAX AGREEMENT

GF No.: 1015733698

Old Richmond Road

Brief Description of Property:

A 0.9851 acre tract, more or less, out of the Miles M. Battle League, Abstract No. 9, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

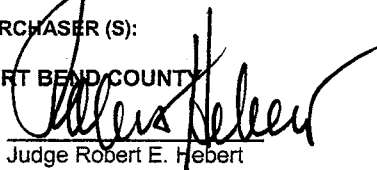
SELLER(S):

Lynda Lou Sullivan Topp

John Price Abernathy

PURCHASER (S):

FORT BEND COUNTY

By: 

Judge Robert E. Hebert
Fort Bend County Judge

2-17-2011

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No.1015731372

Brief Description of Property:

A 0.9851 acre tract, more or less, out of the Miles M. Battle League, Abstract No. 9, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared
Lynda Lou Sullivan Topp and John Price Abernathy., Owner/Seller(s)

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says to his/her knowledge:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.
2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.
3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:_____.
4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:_____.
5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:_____.
6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:_____.
7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The **Seller's United States Employer's tax identification number or Social Security Number** is: _____. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.
8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.
9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

SELLER(S):

Lynda Lou Sullivan Topp

John Price Abernathy

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of _____, 2010.

Notary Public in and for
The State of Texas