



7-26-2011  
AGENDA ITEM 3141  
**Property Acquisition Services, Inc.**

August 2, 2011

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

**Re: Spur 10 – 90/10 Project  
Parcel 23 – Jody L. Poncik**

Dear Ms. Batts:

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

- Original Check Request
- Original Deed for County Attorney Review
- Original Title Company Documents/Disclosures:
  - Settlement Statement
  - Waiver of Inspection & Disclosure to Owner
  - Tax Agreement
  - Buyer Correspondence Information Form
  - Info for Real Estate 1099-S Report Filing
  - 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 requested 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  
form only by FBC  
All of Poncik 8/4/11*

**FORT BEND COUNTY**  
**REQUEST FOR CHECK**

Date Requested: August 2, 2011

Check Needed By: August 16, 2011

Fort Bend County P.O. No.: \_\_\_\_\_

Vendor: **Property Acquisition Services, Inc.**

Address: 19855 Southwest Freeway, Suite 200  
Sugar Land, TX 77479  
Office (281) 343-7171

Project Location: Spur 10 - 90/10 Project

**Payee: Stewart Title Company**

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

Payee's Tax ID/SS #: On File

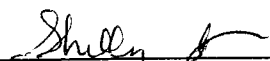
Amount of Check: **\$2,537.95**

Description: Parcel 23 - Jody L. Poncik - 0.0518 acres out of B.B. Mc  
Cauley Survey, A-558, Ft Bend County, Texas

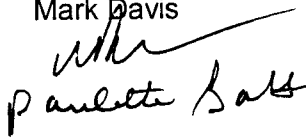
Comments:

**PLEASE RETURN CHECK TO PAULETTE BATTS**

Requested By:

  
\_\_\_\_\_  
**Shelly Johnson**

**Right of Way  
Invoice Transmittal**

<b>Date</b>	August 2, 2011		
<b>Requested By</b>	Property Acquisition Services		
<b>Project Number</b>			
<b>Road Name</b>	Spur 10	<b>Parcel #</b>	23
<b>Type of Expense</b>	<input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> Condemnation <input type="checkbox"/> Litigation Expense <input type="checkbox"/> Pipeline		
<b>Reimbursable Expense</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>Agency</b> TxDOT
<b>Payee Vendor #</b>	13290	W-9 Required prior to closing for payment***	
<b>Payee</b>	Stewart Title Company		
<b>Payee's Address</b>	14100 Southwest Frwy, Ste 200		
<b>Tax ID #</b>	Sugar Land, TX 77478		
<b>Amount of Check</b>	\$2,537.95		
<b>Date Check is Needed By</b>	August 16, 2011	<b>Closing Date</b>	August 17, 2011
<b>Return Check To</b>	Paulette @ Engineering		
<b>Description</b>	Parcel 23 - Jody L. Poncik - 0.0518 acres out of B.B. Mc Cauley Survey, A-558, Ft Bend County, Texas		
<b>Comments</b>			
<b>Accounting Unit</b>	100685888	<b>Account</b>	64500
<b>Activity</b>	P685-06ROWPURCH	<b>Account Category</b>	32000
<b>Purchase Order Number</b>			
<b>Requires CCT Approval?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Commissioner's Court Approval Date</b>	July 26, 2011		
<b>Reviewed by Requestor</b>	<u>Name</u> Mark Davis	<u>Date</u> August 2, 2011	
<b>Reviewed by Co. Attorney</b>		8/4/11	
<b>Reviewed by Engineering</b>		8-3-11	
<b>Reviewed by Co. Auditor</b>			

\*\*\*W-9 required to setup vendor for payment, copy of W-9 sufficient prior to closing with original submitted with closing documents

**Notice of Confidentiality Rights: 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.**



Parcel 023

**DEED**

**STATE OF TEXAS**

§ **ROW CSJ: 0187-05-057**

§

**COUNTY OF FORT BEND**

§

**WHEREAS**, the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203, 224, and 361 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highways and turnpike projects;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That, **JODY L. PONCIK** of the County of Fort Bend, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of TWO THOUSAND EIGHTY NINE AND NO/100 Dollars (\$2,089.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Fort Bend, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

**SAVE and EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: None.

Grantors covenant and agree to remove the above-described improvements from said land within thirty (30) days of closing, subject, however, to such extensions of time as may be granted by Grantee, its successor and assigns, in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the Grantee, its successors and assigns, forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project (hereafter called highway facility) to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part, shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such highway facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

**TO HAVE AND TO HOLD** the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

JODY L. PONCIK

\_\_\_\_\_  
**By:** Jody L. Poncik

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**Acknowledgement**

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by Jody L. Poncik.

\_\_\_\_\_  
Notary Public's Signature

Exhibit A

County: Fort Bend  
Highway: Spur 10  
Project Limits: U.S. 59 to S.H. 36 (1.5 Mi. S of Pleak)  
RCSJ: 0187-05-057

PROPERTY DESCRIPTION FOR PARCEL NO. 23

Being a 0.0518 of one acre (2,258 square feet) parcel of land, located in the B.B. McCauley Survey, Abstract 558, Fort Bend County, Texas and being out of and part of that certain called 1.00 acre tract of land conveyed from Oscar S. Robinson and wife, Billie J. Robinson to Jody Louis Ponik by instrument dated June 29, 1990 and recorded in Volume 2223, Page 1672, of the Official Records of Fort Bend County (F.B.C.O.R.); said 0.0518 of one acre parcel being more particularly described as follows:

COMMENCING for reference at a 1/2-inch iron pipe found on the northwesterly line of that certain called 4.31 acre tract of land conveyed from A.J. Dorr, Constable of Fort Bend County to Bennie L. Ross by instrument dated June 13, 2002 and recorded under File-Number 2002063741, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), from which the north corner of said 4.31 acres, bears North 42° 10' 54" W, a distance of 14.92; thence as follows:

South 42° 10' 54" West, along the northwesterly line of said 4.31 acres, at 517.57 feet pass the east corner of said 1.00 acres, continuing along the common line of said 1.00 acres and said 4.31 acres, in all a distance of 686.18 feet to a 5/8-inch iron rod with TxDOT aluminum disc set for corner on the proposed northeasterly right-of-way line of SP 10 (width varies) and the POINT OF BEGINNING, having surface coordinates of X= 2,973,711.03, Y=13,743,450.87;

- 1) THENCE, SOUTH 42° 10' 54" West, continuing along the common line of said 1.00 acres and said 4.31 acres, a distance of 8.79 feet to a point for corner, being the south corner of said 1.00 acres, same being the east corner of that certain called 1.00 acre tract of land conveyed from Howard Raska, et ux to Bennie L. Ross, et ux by instrument dated March 16, 1976 and recorded in Volume 677, Page 181, of the Deed Records of Fort Bend County, Texas (F.B.C.D.R.);

Exhibit A

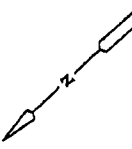
- 2) THENCE, NORTH 47° 53' 23" West, along the common line of said 1.00 acres conveyed to Jody Louis Ponck and said 1.00 acres conveyed to Bennie L. Ross et ux; a distance of 244.88 feet to a point for corner on the southeasterly line of that certain called 4.00 acres conveyed from Juan R. Gomez and wife, Sara L. Gomez to Roberto William Solis by instrument dated April 7, 2003 and recorded under File Number 2003043856, F.B.C.O.P.R., being the north corner of said 1.00 acres conveyed to Bennie L. Ross, et ux, same being the west corner of said 1.00 acres conveyed to Jody Louis Ponck, from which a 3/4-inch iron rod bears North 47° 53' 23" West, a distance of 1.68 feet;
- 3) THENCE, NORTH 42° 05' 02" East, along the common line of said 4.00 acres and said 1.00 acres conveyed to Jody Louis Ponck, a distance of 9.65 feet to a 5/8-Inch Iron rod with TxDOT aluminum disc set for corner on said proposed northeasterly right-of-way line of SP 10;
- 4) THENCE, SOUTH 47° 41' 20" East, along said proposed northeasterly right-of-way line of SP 10, a distance of 244.89 feet to the POINT OF BEGINNING and containing 0.0518 of one acre (2,258 square feet) of land.

This description was prepared from a survey and plat prepared by the undersigned dated May, 2004. Access will be permitted to the highway facility from the remainder of the property lying northeasterly of Spur 10

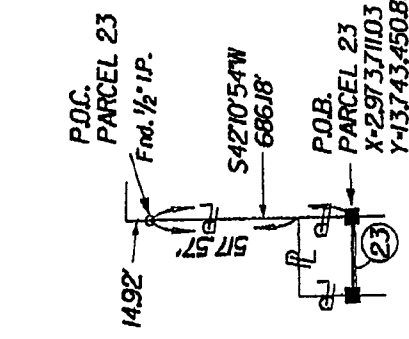
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE, WITH COORDINATES GIVEN IN FEET. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.



*Keith W. Monroe*  
05-07-04



A.J. DORR, CONSTABLE OF FORT BEND COUNTY  
 TO BENNIE L. ROSS  
 CALLED 4.31 ACRES  
 FILE NUMBER 2002063741, F.B.C.O.P.R.  
 JUNE 13, 2002

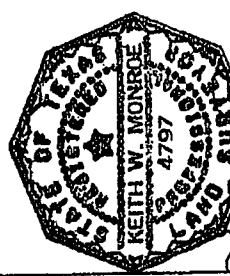


HARTLEDGE ROAD  
 PARENT TRACT INSET  
 PARCEL 23

NOTES:  
 1. PROPERTY DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT BY THE UNDERSIGNED, DATED MAY, 2004.  
 2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE NAD 83, WITH COORDINATES GIVEN IN FEET. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND HAVE BEEN CORRECTED FOR CURVATURE BY A COMBINED ADJUSTMENT FACTOR OF 1.0003.

PARCEL PLAT  
 SHOWING  
 PARCEL 23

SPUR 10  
 RCSJ 0187-05-053  
 LJA ENGINEERING & SURVEYING, INC. MAY, 2004  
 PROJECT NO. 0950-1009-002  
 SCALE: 1" = 50'



*Keith W. Monroe*  
 05-07-04

Bennie L. Ross and wife Jackie F. Ross  
 TO Houston Lighting and Power Co.  
 Volume 924, Page 477, F.B.C.D.R.  
 August 18, 1980

B. B. MCGAULLEY SURVEY  
 A-556

OSCAR S. ROBINSON AND  
 WIFE BILLIE J. ROBINSON  
 TO JODY LOUIS POMCIK  
 CALLED 100 ACRE  
 VOLUME 2223, PAGE 1672, F.B.C.O.R.  
 JUNE 29, 1990

60' Ingress / Egress Easement  
 Volume 677, Page 187  
 F.B.C.D.R.  
 MARCH 16, 1976

HOWARD RASKA, ET UX  
 TO BENNIE L. ROSS, ET UX  
 CALLED 100 ACRE  
 VOLUME 677, PAGE 181, F.B.C.D.R.  
 MARCH 16, 1976

PROPOSED SPUR 10 (Width Varies)

145'00" S47°41'21"E 1267.37' Project Baseline

EXISTING ROW.

HARTLEDGE ROAD (Width Varies) No Record Information Found

EXIST. ACRES	TOTAL TAKING AREA	AREA WITHIN EXIST. ROW	AREA OF PROPOSED ADDIT. ROW		REMAINDER ACRES
			LEFT	RIGHT	
1.00	0.9518 AC.			0.95	

Sheet 3 of 3

- FOUND 5/8" IRON ROD (unless otherwise noted)
- SET 5/8" IRON ROD (unless otherwise noted)
- FOUND 5/8" IRON ROD W/TXDOT AL. DISC
- SET 5/8" IRON ROD W/TXDOT AL. DISC

JUAN R. GOMEZ AND  
 WIFE SARA L. GOMEZ  
 TO ROBERTO WILLIAM SOLIS  
 CALLED 4.00 ACRES  
 FILE NUMBER 2003043856, F.B.C.O.P.R.  
 APRIL 7, 2003

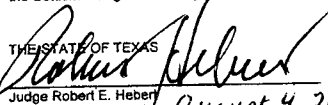
Fnd. 3/4" IR.  
 With Beers  
 N47°53'25"W  
 168'

<b>A. Settlement Statement</b>		U.S. Department of Housing and Urban Development		OMB Approval No. 2502-0265	
<b>B. Type of Loan</b>					
1. <input type="checkbox"/> FHA    2. <input type="checkbox"/> FmHA    3. <input type="checkbox"/> Conv. Unins.		6. File Number: 1015733023		7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA    5. <input type="checkbox"/> Conv. Ins. <input type="checkbox"/> Other					
<b>C. Note:</b> 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.					
<b>D. Name &amp; Address of Borrower:</b> The State of Texas					
<b>E. Name &amp; Address of Seller:</b> Jody L. Poncik					
<b>F. Name &amp; Address of Lender:</b>					
<b>G. Property Location:</b> Property Address Spur 10 - Parcel No. 23 Texas  Metes & Bounds Being a 0.0518 acre parcel of land, located in the B.B. McCauley Survey, Abstract 558, Fort Bend County, Texas, and being more particularly described by metes and bounds attached hereto.					
<b>H. Settlement Agent:</b> Monroe A Ashworth, 170-Stewart Title Company, 14100 Southwest Freeway, Suite 200, Sugar Land, TX 77478, (281)491-7050 <b>Place of Settlement:</b> 14100 Southwest Freeway, Suite 200, Sugar Land, TX 77478					
<b>I. Settlement Date:</b> 8/17/11		<b>Proration Date:</b> 8/17/11		<b>Disbursement Date:</b> 8/17/11	
<b>J. Summary of Borrower's Transaction</b>			<b>K. Summary of Seller's Transaction</b>		
<b>100. Gross Amount Due from Borrower</b>			<b>400. Gross Amount Due to Seller</b>		
101. Contract sales price	\$2,089.00		401. Contract sales price	\$2,089.00	
102. Personal property			402. Personal property		
103. Settlement charges to borrower (line 1400)	\$448.95		403.		
104.			404.		
105.			405.		
<b>Adjustments for items paid by seller in advance</b>			<b>Adjustments for items paid by seller in advance</b>		
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.		
<b>120. Gross Amount Due from Borrower</b>	<b>\$2,537.95</b>		<b>420. Gross Amount Due to Seller</b>	<b>\$2,089.00</b>	
<b>200. Amounts Paid by or in Behalf of Borrower</b>			<b>500. Reductions in Amount Due to Seller</b>		
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.		
<b>Adjustments for items unpaid by seller</b>			<b>Adjustments for items unpaid by seller</b>		
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.		
<b>220. Total Paid by/for Borrower</b>	<b>\$0.00</b>		<b>520. Total Reduction Amount Due Seller</b>	<b>\$0.00</b>	
<b>300. Cash at Settlement from/to Borrower</b>			<b>600. Cash at Settlement from/to Seller</b>		
301. Gross amount due from borrower (line 120)	\$2,537.95		601. Gross amount due to seller (line 420)	\$2,089.00	
302. Less amounts paid by/for borrower (line 220)	\$0.00		602. Less reductions in amount due seller (line 520)	\$0.00	
<b>303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower</b>	<b>\$2,537.95</b>		<b>603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller</b>	<b>\$2,089.00</b>	

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		\$229.00	
Includes above item numbers:			
1109. Lender's coverage			
1110. Owner's coverage	\$2,089.00	\$229.00	
1111. Tax Certificate to Stewart Title Company		\$64.95	
1112. State Policy Fee to Stewart Title Policy Cty 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.		\$448.95	\$0.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		\$448.95	\$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.

THE STATE OF TEXAS  


Judge Robert E. Heber  
Fort Bend County Judge August 4, 2011

\_\_\_\_\_  
Jody L. Poncik

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.

**CERTIFICATION**

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax proration and signifies their understanding that proration 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.

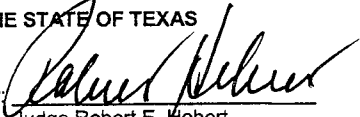
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

**SELLER(S):**

By: \_\_\_\_\_  
Jody L. Poncik

**PURCHASER (S):**

THE STATE OF TEXAS

By:   
Judge Robert E. Hebert  
Fort Bend County Judge

August 4, 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.

## WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Fort Bend GF No.1015733023

### **Brief Description of Property:**

Being a 0.0518 acre parcel of land, located in the B.B. McCauley Survey, Abstract 558, 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.

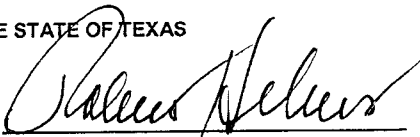
**IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.**

### **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 August, 4, 2011.

THE STATE OF TEXAS

By:   
Judge Robert E. Hebert  
Fort Bend County Judge

**TAX AGREEMENT**

**GF No.: 1015733023**

**Spur 10**

**Brief Description of Property:**

**Being a 0.0518 acre parcel of land, located in the B.B. McCauley Survey, Abstract 558, Fort Bend County, Texas**

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):**

\_\_\_\_\_  
Jody L. Poncik

**PURCHASER(S):**

**THE STATE OF TEXAS**

By 

Judge Robert E. Hebert  
Fort Bend County Judge

*August 4, 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. 1015733023

Taxpayer I. D. No. \_\_\_\_\_

**SELLER'S NAME and MAILING ADDRESS**

Jody L. Poncik

\_\_\_\_\_  
\_\_\_\_\_

**TRANSACTION INFORMATION**

Closing Date: \_\_\_\_\_, \_\_\_\_\_, 2011

**Brief Description of Property:**

Being a 0.0518 acre parcel of land, located in the B.B. McCauley Survey, Abstract 558, Fort Bend County, Texas

Contract Sales Price: \$2,089.00

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):

\_\_\_\_\_  
Jody L. Poncik

## AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title GF No.1015733023

### Brief Description of Property:

Being a 0.0518 acre parcel of land, located in the B.B. McCauley Survey, Abstract 558, Fort Bend County, Texas

BEFORE ME, the undersigned authority, on this day personally appeared  
**Jody L. Ponck**, 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):**

\_\_\_\_\_  
Jody L. Poncik

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas