

Property Acquisition Services, Inc.

October 6, 2011

9-27-2011

AGENDA ITEM 43 B 1

Parcel 41

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

Re: Spur 10 – 90/10 Project
Parcel 041 – Nancy Jean Bartosh & Linda Carol Kalinowski

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 statements 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 by
Form only by
+ BC AA
WMA
10/10/11*

10-11-11 copy received

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested: October 7, 2011

Check Needed By: October 18, 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

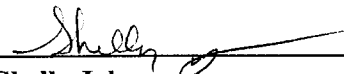
Amount of Check: **\$5,491.95**

Description: Parcel 041 - Nancy Jean Bartosh & Linda Carol Kalinowski -
1.4646 acres out of William Leach Survey, A-281, Ft Bend
County, Texas

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



Shelly Johnson

**Right of Way
Invoice Transmittal**

Date	October 7, 2011		
Requested By	Property Acquisition Services		
Project Number			
Road Name	Spur 10	Parcel #	041
Type of Expense	<input checked="" type="checkbox"/> Acquisition	<input type="checkbox"/> Condemnation	<input type="checkbox"/> Litigation Expense <input type="checkbox"/> Pipeline
Reimbursable Expense	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Agency	TxDOT
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	\$5,491.95		
Date Check is Needed By	October 18, 2011	Closing Date	October 19, 2011
Return Check To	Paulette @ Engineering		
Description	Parcel 041 - Nancy Jean Bartosh & Linda Carol Kalinowski - 1.4646 acres out of William Leach Survey, A-281, 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	September 27, 2011		
Reviewed by Requestor	<u>Name</u> Mark Davis	<u>Date</u> October 7, 2011	
Reviewed by Co. Attorney			
Reviewed by Engineering			
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

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 041

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, **NANCY JEAN BARTOSH and LINDA CAROL KALINOWSKI** 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 FIVE THOUSAND FORTY THREE AND NO/100 Dollars (\$5,043.00) 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: NA.

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.

NANCY JEAN BARTOSH

LINDA CAROL KALINOWSKI

By: Nancy Jean Bartosh

By: Linda Carol Kalinowski

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me this ____ day of _____, 2011 by Nancy Jean Bartosh.

Notary Public's Signature

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me this ____ day of _____, 2011 by Linda Carol
Kalinowski.

Notary Public's Signature

Exhibit A

County: Fort Bend
Highway: Spur 10
Project Limits: US 59 to SH 36 (1.5 Mi. S. of Pleak)
RCSJ: 0187-05-053

PROPERTY DESCRIPTION FOR PARCEL NO. 41

Being a 1.4646 acre (63,799 square feet) of land located in the William Leech Survey, Abstract No. 281, Fort Bend County, Texas and being out of and part of a 55.7126 acre portion of that certain called 116 acre tract of land conveyed from Adele Leissner to Nancy Jean Bartosh and Linda Carol Kallnowski by instrument of record dated January 5, 1998 and recorded under File Number 9804503 of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.); said 1.4646 acre parcel being more particularly described as follows:

COMMENCING for reference at a 1/2-inch iron pipe found marking the most southerly corner of that certain called 13.5125 acre tract of land conveyed from Walter A. Pumphrey and wife, Joy A. Pumphrey to Douglas R. Koenig, Trustee of the Ruby L. Koenig Trust by instrument of record dated January 31, 1997 and recorded under File Number 9706365 of said F.B.C.O.P.R., said point also being on the northwesterly line of aforementioned 116 acre tract; thence as follows:

North 41° 53' 31" East, along the northwesterly line of said 116 acres, at 875.53 feet pass an angle point on the easterly line of said 13.5125 acres and the west line of that certain called 17.590 acre tract (described as Tract 1-D) conveyed from Southern Pacific Transportation Company to Houston Lighting & Power Company by instrument of record dated November 19, 1986 and recorded in Volume 1908, Page 207 of the Official Records of Fort Bend County, Texas (F.B.C.O.R.), at 1025.59 feet pass the east line of said 17.590 acres, the most westerly northwest corner of aforementioned 55.7126 acre portion of said 116 acres and the most southerly corner of that certain called 0.8460 acre tract conveyed from Walter A. Pumphrey and wife, Joy A. Pumphrey to Douglas R. Koenig, Trustee of the Ruby L. Koenig Trust by instrument of record dated January 31, 1997 and recorded under File Number 9706365 of said F.B.C.O.P.R., continuing in all a distance of 1272.83 feet to a 5/8-inch iron rod with TxDOT aluminum disc set on the proposed southwesterly right-of-way line of SP 10 (width varies) and the POINT OF BEGINNING, having surface coordinates of X=2,976,513.70, Y=13,740,645.26;

Exhibit A

- 1) THENCE, NORTH 41° 53' 31" East, continuing along the northwesterly line of said 116 acres, at 28.72 feet pass the existing southwesterly right-of-way line of Gerken Road (width varies), at 39.69 feet pass the easterly corner of said 0.8460 acre tract, continuing in all a distance of 58.72 feet to a point for corner on the common line of the A.J. James Survey, Abstract 37 and the aforementioned William Leech Survey, same being the most northerly corner of said 116 acres;
- 2) THENCE, SOUTH 47° 56' 13" East, along the northeasterly line of said 116 acres and said common survey line, a distance of 1839.52 feet to a point for corner, same being the most easterly corner of said 116 acres and the most northerly corner of that certain tract of land (described as 90' x 150') conveyed from Herbert Gerken and wife, Alice Borak Gerken to Bennie Lipinski and wife, Mary N. Lipinski by instrument of record dated July 18, 1969 and recorded in Volume 517, Page 111 of the Deed Records of Fort Bend County, Texas (F.B.C.D.R.);
- 3) THENCE, SOUTH 42° 23' 25" West, along the common line of said 116 acres and said Lipinski tract, at 27.86 feet pass a found 5/8-inch iron rod and continue in all a distance of 30.00 feet to a point for corner on the existing southwesterly right-of-way line of Gerken Road;
- 4) THENCE, NORTH 47° 56' 13" West, along said existing southwesterly right-of-way line of Gerken Road, at 1026.19 feet pass a 5/8-inch iron rod with TxDOT aluminum disc set for Engineers Station 195+00, continuing along said line a total distance of 1239.18 feet to a 5/8-inch iron rod with TxDOT aluminum disc set for corner on the aforementioned proposed southwesterly right-of-way line of SP 10;**
- 5) THENCE, NORTH 50° 40' 39" West, along said proposed southwesterly right-of-way line of SP 10, a distance of 600.68 feet to the POINT OF BEGINNING and containing 1.4646 acres (63,799 square feet) of land, of which 1.2668 acres (55,182 square feet) lies within the existing right-of-way of Gerken Road;

** The monument described and set in this call may be replaced with TxDOT Type II Right-of-Way marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Exhibit A

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 southwesterly 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 Monroe
05-07-04

A. J. JAMES SURVEY
A-37

187+00 Project Baseline S48°38'08"E 502.11'

EXISTING R.O.W.

PROPOSED SPUR 10 (Width Varies)

GERKEN ROAD (Width Varies) No Record Information Found

Survey Line

S47°56'13"E 1839.52'

N41°53'31"E

58.72'

28.72'

PROPOSED R.O.W.

P.O.B. N50°40'39"W 600.68'

PARCEL 41
ADELE LEISSNER
TO NANCY JEAN BARTOSH AND
LINDA CAROL KALIMOWSKI
55.7126 ACRE PORTION OF
A CALLED 116 ACRES
JANUARY 5, 1998
FILE NUMBER 9804503.F.BCOPR.

WILLIAM LEECH SURVEY
A-281

WILLIAM LEECH SURVEY
A-281



P.O.C. PARCEL 41
Fnd. 1/2" IP.

NOTE:

- * THE MONUMENT DESCRIBED & SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT
- 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

PARENT TRACT INSET
PARCEL 41

GERKEN ROAD

EXISTING R.O.W.

SOUTHERN PACIFIC
TRANSPORTATION COMPANY
TO HOUSTON LIGHTING &
POWER COMPANY
TRACT I.O. CALLED 17.590 ACRES
VOLUME 1908, PAGE 207.F.BCOPR.
NOVEMBER 19, 1986

875.53'

1025.59'

P.O.C. PARCEL 41
Fnd. 1/2" IP.

P.O.B. PARCEL 41
X-297651370
Y-1374064526

MATCH LINE STA. 189+00

WALTER A. PUMPHREY AND
WIFE JOY A. PUMPHREY
TO DOUGLAS R. KOENIG, TRUSTEE
CALLED 13.825 ACRES
FILE NUMBER 9706365.F.BCOPR.
JANUARY 31, 1997
N41°53'31"E 1272.83'

NOTES:

1. PROPERTY DESCRIPTION FOR SUBJECT TRACT IS PROVIDED BY SEPARATE INSTRUMENT BY THE UNDERSTIGNED, DATED MAY, 2004.
2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE. DISTANCES AND COORDINATES GIVEN IN FEET. ALL DISTANCES AND COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.

PARCEL PLAT
SHOWING

PARCEL 41:

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

EXIST. ACRES	TOTAL TAKING AREA	AREA WITHIN EXIST. ROW	AREA OF PROPOSED ACRES	REMAINDER ACRES
55.7126	65,766 S.F.	55,108 S.F.	0.1919 A.C.	54.2800

Sheet 4 of 8

A. J. JAMES SURVEY
A-37

PROPOSED SPUR 10 (Width Varies)

S47°49'27"E 4152.57'

Project Baseline

EXISTING R.O.W.

GERKEN ROAD (Width Varies - No Record Information - Found)

Dead Line

S47°56'13"E 1839.52'

EXISTING R.O.W.

PROPOSED R.O.W.

N50°40'39"W 600.68'

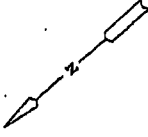
41

Sta. 192+87.51 212.49
10.62' RT

N47°56'13"W
1239.18'

MATCH LINE STA. 189+00

MATCH LINE STA. 193+00



ADELE LEISSNER
TO NANCY JEAN BARTOSH AND
LINDA CAROL KALINOWSKI
CALLED 116 ACRES
FILE NUMBER 9804503.F.B.C.O.P.R.
JANUARY 5, 1998

WILLIAM LEECH SURVEY
A-281

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, NORTH CENTRAL ZONE NAD 83, 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.

NOTE:

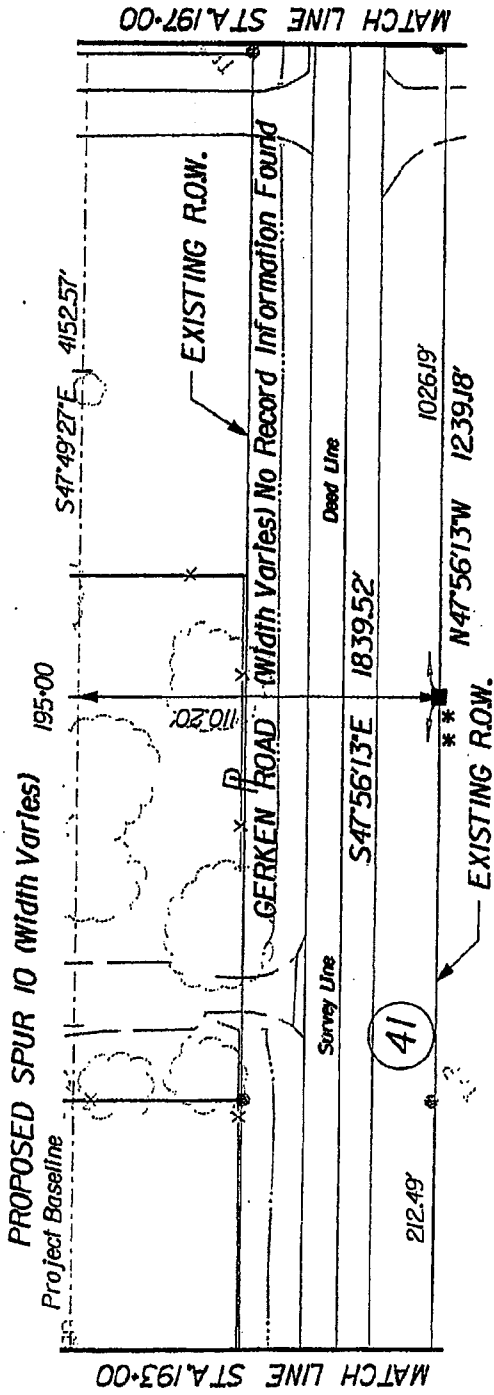
- ** THE MONUMENT DESCRIBED & SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE 11 RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT
- o FOUND 5/8" IRON ROD (unless otherwise 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

PARCEL PLAT
SHOWING

PARCEL 41:

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

A. J. JAMES SURVEY
A-37



ADELE LEISSNER
TO NANCY JEAN BARTOSH AND
LINDA CAROL KALINOWSKI
CALLED 116 ACRES
FILE NUMBER 9804503, F.B.C.O.P.R.
JANUARY 5, 1998

WILLIAM LEECH SURVEY
A-281

NOTES:

- PROPERTY DESCRIPTION FOR SUBJECT TRACT PREPARED BY PLAT DATE INSTRUMENT BY THE UNDERSIGNED, DATED MAY, 2004.
- ALL BEARINGS AND COORDINATES ARE BASED ON THE 2011 NAD 83 PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE AND BE PLANNED TO BE WITHIN THE 1116 ACRES DISTANCES AND COORDINATES SURVEYED BY WILLIAM LEECH SURVEY, INC. ALL DISTANCES AND COORDINATES SURVEYED BY WILLIAM LEECH SURVEY, INC. MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.

NOTE:

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- SET 5/8" IRON ROD W/TXDOT AL. DISC

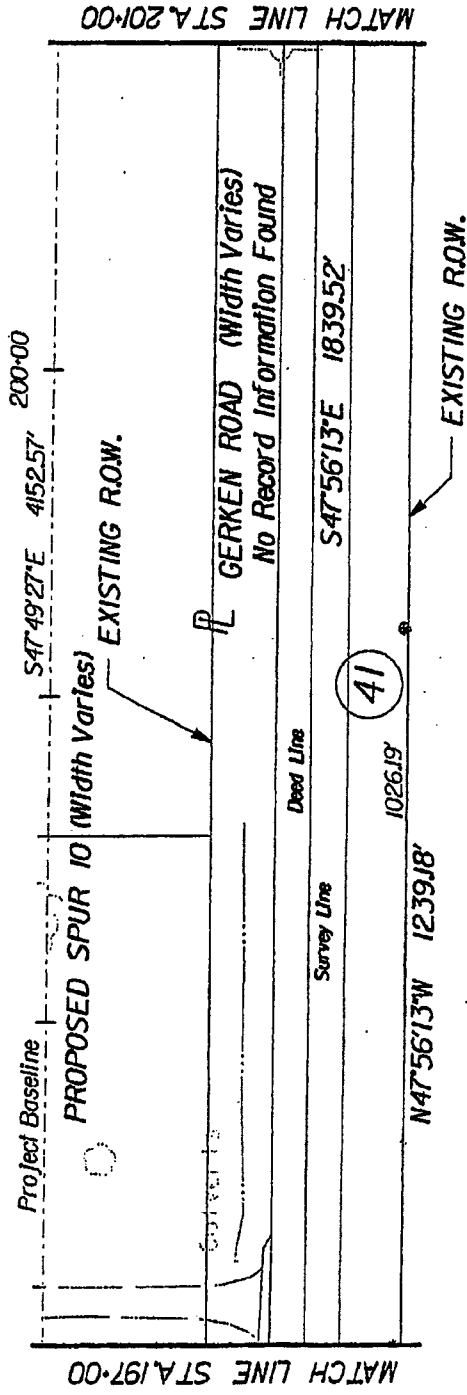
PARCEL PLAT
SHOWING

PARCEL 41:

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



A. J. JAMES SURVEY
A-37



ADELE LEISSNER
TO NANCY JEAN BARTOSH AND
LINDA CAROL KAJNOWSKI
CALLED 116 ACRES
FILE NUMBER 9804503, F.B.C.O.P.R.
JANUARY 5, 1998

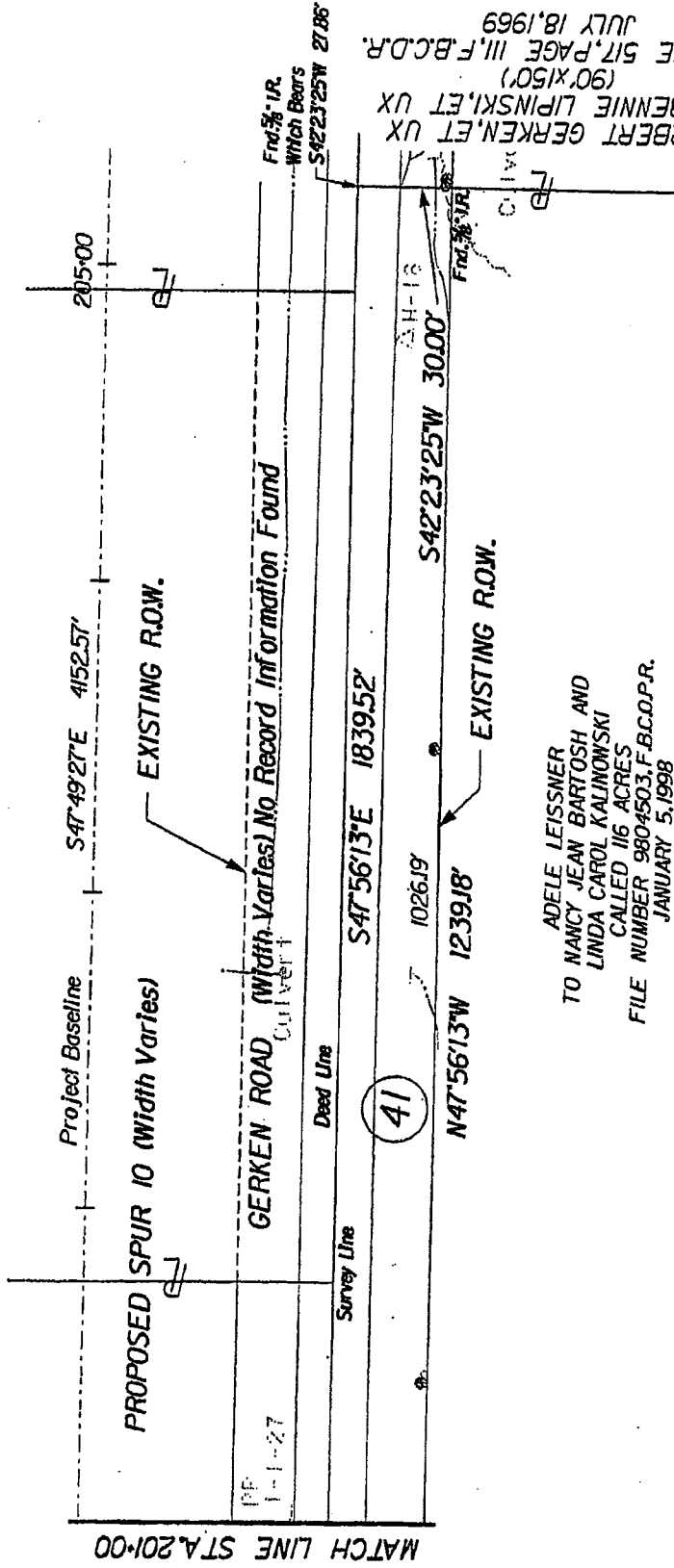
WILLIAM LEECH SURVEY
A-261

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
ZONES. DISTANCES ARE GIVEN IN FEET. ALL
DISTANCES AND COORDINATES GIVEN ON THIS SURFACE AND
MAY BE CONVERTED TO GRID BY DIVIDING BY A
COMBINED ADJUSTMENT FACTOR OF 1.00013.

PARCEL PLAT
SHOWING
PARCEL 41:
SPUR 10
FORT BEND COUNTY
RCSJ 0187-05-053
LJA ENGINEERING & SURVEYING, INC. MAY, 2004
PROJECT NO. 0950-1009-002
SCALE: 1" = 50'

NOTE:
* * THE MONUMENT DESCRIBED & SET IN THIS CALL MAY BE REPLACED WITH
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HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED
PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT
o 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

A. J. JAMES SURVEY
A-37



ADELE LEISSNER
TO NANCY JEAN BARTOSH AND
LINDA CAROL KALINOWSKI
CALLED 116 ACRES
FILE NUMBER 9804503.F.B.C.O.P.R.
JANUARY 5, 1998

WILLIAM LEECH SURVEY
A-261

HERBERT GERKEN, ET UX
TO BENNIE LIPINSKI, ET UX
(90°X150')
VOLUME 517, PAGE III, F.B.C.D.R.
JULY 18, 1969

NOTES:

1. PROPERTY DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT OF THE UNDERSIGNED, DATED MAY, 2004.

2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, ZONE 14N, DATUM 83. WITH COORDINATES GIVEN IN FEET. ALL BEARINGS AND COORDINATES SHOWN ARE SURFACE AND MAY BE DIFFERENT FROM SUBSURFACE BEARINGS AND COORDINATES BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.

- NOTE:
- * THE MONUMENT DESCRIBED & SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE 11 RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT
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 - SET 5/8" IRON ROD W/TXDOT AL. DISC

PARCEL PLAT
SHOWING

PARCEL 4J:

SPUR 10

FORT BEND COUNTY

RCSJ 0187-05-053

LJA ENGINEERING & SURVEYING, INC. MAY, 2004

PROJECT NO. 0950-1009-002

SCALE: 1" = 50'

Sheet 8 of 8

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: 1015733041	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: The State of Texas

E. Name & Address of Seller: Nancy Jean Bartosh
Linda Carol Kalinowski

F. Name & Address of Lender:

G. Property Location: Property Address
Spur 10 - Parcel No. 41 Texas

Metes & Bounds
Being a 1.4646 acre parcel of land, located in the William Leech Survey, Abstract 281, Fort Bend County, Texas, and being more particularly described by metes and bounds 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: 10/19/2011 **Proration Date:** 10/19/2011 **Disbursement Date:** 10/19/2011

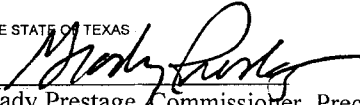
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	\$5,043.00	401. Contract sales price	\$5,043.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$448.95	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	\$5,491.95	420. Gross Amount Due to Seller	\$5,043.00
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)	\$5,491.95	601. Gross amount due to seller (line 420)	\$5,043.00
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	\$5,491.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$5,043.00

L. Settlement Charges			
		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700.	Total Sales/Broker's Commission		
	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 \$5,043.00	\$229.00	
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)	\$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



Grady Prestage, Commissioner, Precinct Two 10-11-2011

Nancy Jean Bartosh

Linda Carol Kalinowski

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 was 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 Purchaser 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.

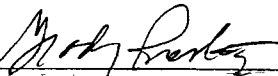
SELLER(S):

Nancy Jean Bartosh

Linda Carol Kalinowski

PURCHASER (S):

THE STATE OF TEXAS

By: 
Grady Prestage, Commissioner, Precinct Two
Presiding Officer of Commissioners Court
October 11, 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.1015733041

Brief Description of Property:

A 1.4646 acre tract, more or less, out of the William Leach Survey, Abstract No. 281, 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.

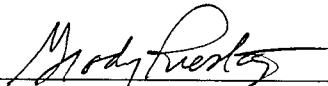
You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title

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 October, 11, 2011.

THE STATE OF TEXAS

By: _____


Grady Prestage, Commissioner, Precinct Two
Presiding Officer of Commissioners Court
October 11, 2011

TAX AGREEMENT

GF No.:1015733041

Spur 10, Parcel 41

Brief Description of Property:

A 1.4646 acre tract, more or less, out of the William Leach Survey, Abstract No. 281, 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):


Nancy Jean Bartosh

Linda Carol Kalinowski

PURCHASER (S):

THE STATE OF TEXAS

By: _____


Grady Prestage, Commissioner, Precinct Two
Presiding Officer of Commissioners Court
October 11, 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. 1015733041

Taxpayer I. D. No. _____

SELLER'S NAME and MAILING ADDRESS

Nancy Jean Bartosh
Linda Carol Kalinowski

TRANSACTION INFORMATION

Closing Date: _____, _____, 2011

Brief Description of Property:

A 1.4646 acre tract, more or less, out of the William Leach Survey, Abstract No. 281, Fort Bend County, Texas

Contract Sales Price: \$5,043.00

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):

Nancy Jean Bartosh

Linda Carol Kalinowski

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title GF No.1015733041

Brief Description of Property:

A 1.4646 acre tract, more or less, out of the William Leach Survey, Abstract No. 281, Fort Bend County, Texas

BEFORE ME, the undersigned authority, on this day personally appeared
Nancy Jean Bartosh and Linda Carol Kalinowski

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):

Nancy Jean Bartosh

Linda Carol Kalinowski

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

Notary Public in and for
The State of Texas