

Property Acquisition Services, Inc.

November 1, 2011

9-27-11
AGENDA ITEM
43 B2 parcel 8

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

Re: Burney Road Project
Parcel 8 – Grant C. Crowell

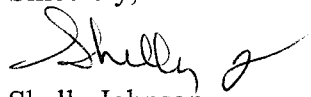
Dear Ms. Batts:

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

11-8-11 copy received

Item 43B continued - 551.072 Deliberation Regarding Real Property:

2. Burney Road, Mobility Bond Project #719, Precinct 3.

Moved by Commissioner Meyers Seconded by Commissioner Patterson

Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 5 for \$1,087.00 and Parcel 8 for \$986.00 of the Burney Road Mobility Project plus necessary costs not to exceed \$3,000.00 each with funds from Right of Way fund and authorize the County Judge to execute all necessary documents.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

3. Fort Bend County Club; Precinct 1.

Moved by Commissioner Morrison Seconded by Commissioner Prestage

Duly put and unanimously carried (5-0), it is ordered to purchase 2.1 acres adjacent to George Memorial Library in accordance with the offer of Acceptance Letter dated September 22, 2011 from Ray Moore, President of Fort Bend Country Club Inc. and authorize the County Judge to execute all necessary documents with funds from Library Bonds.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

44. Adjournment.

Commissioners Court adjourned at 2:34 p.m. on Tuesday, September 27, 2011.

**Right of Way
Invoice Transmittal**

Date	November 1, 2011		
Requested By	Property Acquisition Services		
Project Number	719		
Road Name	Burney Road	Parcel # 8	
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	\$1,434.95		
Date Check is Needed By	November 14, 2011	Closing Date	November 15, 2011
Return Check To	Paulette @ Engineering		
Description	Parcel 8 - Grant C. Crowell - 0.006 acres out of Benjamin M. George Survey, A-173, 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> November 1, 2011	<i>approved as to form.</i>
Reviewed by Co. Attorney	Joe W. Cox	November 4, 2011	
Reviewed by Engineering	Paulette Babb	November 3, 2011	
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: November 1, 2011

Check Needed By: November 14, 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: Burney Road

Payee: Stewart Title Company

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

Payee's Tax ID/SS #: On File

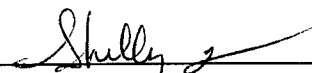
Amount of Check: **\$1,434.95** ✓

Description: Parcel 8 - Grant C. Crowell - 0.006 acres out of Benjamin M.
George Survey, A-173, Ft Bend County, Texas

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



Shelly Johnson

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.

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§ KNOW ALL MEN BY THESE PRESENTS
§

THAT THE UNDERSIGNED, **GRANT C. CROWELL**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of NINE HUNDRED EIGHTY SIX DOLLARS (\$986.00) 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 are 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 mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) 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; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) 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 (viii) 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.

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.

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, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to 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.

EXECUTED this _____ day of _____, 2011.

GRANT C. CROWELL

BY

GRANT C. CROWELL
PRINTED NAME

Acknowledgement

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of
_____, 2011, by Grant C. Crowell.

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

EXHIBIT "A"

February 9, 2010

**METES AND BOUNDS DESCRIPTION OF
PARCEL 8 (0.0060 ACRE)
IN THE BENJAMIN M. GEORGE
SURVEY, ABSTRACT NUMBER 175
FORT BEND COUNTY, TEXAS**

A 0.0060 acre (263 square feet) parcel of land in the Benjamin M. George Survey, Abstract Number 175, Fort Bend County, Texas and being a portion of Lot 66, Block 9, Towne West, Section Two, a subdivision recorded in Volume 20, Page 9 of the Fort Bend County Plat Records (F.B.C.P.R.), and being all of Lot 66 conveyed to Grant C. Crowell by deed dated June 15, 2006, as recorded under Clerk's File Number 2006072629 of the Official Public Records of Fort Bend County (O.P.R.F.B.C.), said 0.0060 acre parcel being more particularly described as follows (All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (CORS 96), all distances and coordinates are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.99987890479.)

COMMENCING at 5/8-inch iron rod found at the southwesterly cut-back corner of Lot 73, Block 9, Towne West Section Two, lying in the west right-of-way line of Odessa Drive (60 feet wide), and the north right-of-way line of West Bellfort (100 feet wide);

THENCE, SOUTH 86 degrees 54 minutes 41 seconds WEST, along the south line of Lots 66 through 73, Block 9, Towne West Section, and the north right-of-way line of West Bellfort (100 feet wide), a distance of 551.60 feet to a 5/8-inch iron rod with "CLR" cap set at the southeast corner and **POINT OF BEGINNING** of the herein described parcel, having coordinate values of N = 13,805,418.16, E = 3,035,962.16;

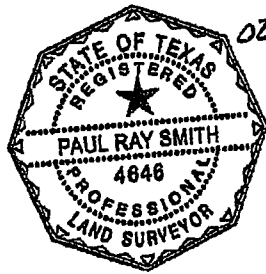
THENCE, SOUTH 86 degrees 54 minutes 41 seconds WEST, along the south line of Lot 66, Block 9, Towne West Section, and the north right-of-way line of West Bellfort (100 feet wide), a distance of 15.00 feet to a southeasterly cut-back corner of said Lot 66, and the southwest corner of the herein described parcel, lying in the north right-of-way line of West Bellfort (100 feet wide), and the east right-of-way line of Burney Road (100 feet wide);

THENCE, NORTH 48 degrees 03 minutes 13 seconds WEST, along the southwest cut-back line of said Lot 66, a distance of 14.13 feet to the northwest cut-back corner of said Lot 66, a westerly corner of the herein described parcel, and lying in the east right-of-way line of Burney Road (100 feet wide);

THENCE, NORTH 03 degrees 01 minutes 06 seconds WEST, along the west line of said Lot 66, and the east right-of-way line of Burney Road (100 feet wide), a distance of 15.00 feet to the northwest corner of the herein described parcel, lying in the west line of said Lot 66, and the east right-of-way line of Burney Road (100 feet wide);

THENCE, SOUTH 48 degrees 03 minutes 13 seconds EAST, a distance of 35.33 feet to the POINT OF BEGINNING, and containing 0.0060 acre (263 square feet) of land.

A separate right-of-way map, and parcel map was prepared in conjunction with this metes and bounds description.



02/10/2010

Paul Ray Smith

Paul Ray Smith
Registered Professional Land Surveyor
Texas Registration Number 4646

175+00

BURNEY ROAD (100 FEET WIDE)

EXISTING R.O.W.

PARCEL 8
N48°03'13"W
14.13'

S86°54'41"W
15.00'

WEST BFTLLFORT
(100 FT WIDE)

P.O.B.
N = 3,805,418.16
E = 3,035,562.16

GRANT C. CROWELL
C. C. F. NO. 2006072629
O.P.R.F.B.C.
JUNE 15, 2006

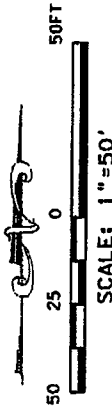
66

LOT 73
BLOCK 9

TOWNE WEST
SECTION TWO
VOL. 20, PG. 9
F. B. C. P. R.

ODESSA DRIVE (60 FEET WIDE)

EXISTING	TAKING	REMAINDER
0.4668 AC	0.0060 AC	0.4608 AC



I HEREBY CERTIFY THAT THIS PLAT & ACCOMPANYING LEGAL DESCRIPTION IS BASED ON AN ON THE GROUND SURVEY MADE UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT.

Paul R. Smith No. 4646

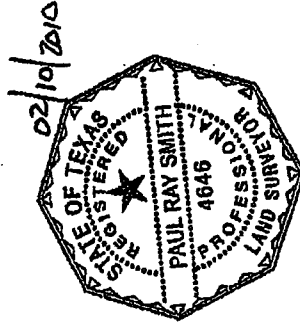
CLR, Inc.

Engineers • Surveyors • GIS
7600 West Tidwell, Suite 400, Houston, Texas 77040
Phone: (713) 462-0993 Fax: (713) 462-2732



PLAT OF
PARCEL 8

DATE	F.B. JOB NUMBER	DRAIN BY	CHKD. BY	PRS	SHEET NO.
12-21-09	N/A	BURNEY ROAD	CAT		3 OF 4



NOTE: 1) ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (CORS 96) AND REFERENCED TO GPS OBSERVATIONS FROM TXHE, TXLI, TXLM, AND TXRO (TxDOT CONTINUOUS OPERATING REFERENCE STATIONS). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE UNLESS NOTED OTHERWISE, AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED ADJUSTMENT FACTOR OF 0.99987890479 (PROJECT SPECIFIC).

TXHE (N = 13,958,821.74 E = 3,897,003.30) PUBLISHED GRID COORDINATES
TXLI (N = 13,955,666.01 E = 3,306,086.24) PUBLISHED GRID COORDINATES
TXLM (N = 13,711,671.03 E = 3,234,409.23) PUBLISHED GRID COORDINATES
TXRO (N = 13,750,157.64 E = 2,983,687.32) PUBLISHED GRID COORDINATES

o INDICATES FOUND MONUMENT AS NOTED.
■ INDICATES SET 1/4" I.R. WITH CLR CAP.

INSET PARCEL 8
NOT TO SCALE

BURNEY ROAD
(100 FEET WIDE)
EXISTING R.O.W.

N48°03'13"W
14.13

N03°01'06"W
15.00

S86°54'41"W
15.00

S86°54'41"W
15.00

P.O.B.
PARCEL 8

66

WEST BELLFORT
(100 FEET WIDE)

EXISTING R.O.W.

S86°54'41"W - 951.60'

EXISTING R.O.W.

ODESSA DRIVE
(60 FEET WIDE)

P.O.C.

CLR, Inc.

Engineers • Surveyors • GIS
7600 West Thimble, Suite 400, Houston, Texas 77040
Phone: (713) 462-0993 Fax: (713) 462-2732



PLAT OF
PARCEL 8

DATE	12-21-09	ROAD	BURNEY ROAD	DESIGN BY	CHKD. BY
F.B.	N/A	JOB NUMBER	BURNEY ROAD	CAT	PRS
					SHEET NO.
					4 OF 4

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: 1115731862		7. Loan Number:	
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins. <input type="checkbox"/> Other		8. Mortgage Insurance Case Number:			
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: Grant C. Crowell					
F. Name & Address of Lender:					
G. Property Location: Parcel 8 - Burney Road Texas A 0.0060 acre parcel of land in the Benjamin M. George Survey, A 175, Fort Bend County, Texas, and being a portion of Lot 66, Block 9, Towne West, Section 2; and being more particularly described by metes and bounds.					
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: 11/15/2011		Proration Date: 11/15/2011		Disbursement Date: 11/15/2011	
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	\$986.00		401. Contract sales price	\$986.00	
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	\$1,434.95		420. Gross Amount Due to Seller	\$986.00	
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)	\$1,434.95		601. Gross amount due to seller (line 420)	\$986.00	
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	\$1,434.95		603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$986.00	

✓

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 \$986.00 \$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. Past 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.

FORT BEND COUNTY

Judge Robert E. Hebert
Fort Bend County Judge

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

Grant C. Crowell

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 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):

Grant C. Crowell

PURCHASER (S):

FORT BEND COUNTY

By: 

Judge Robert E. Hebert
Fort Bend County Judge 11-7-2011

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.1115731862

Brief Description of Property:

A 0.0060 acre (263 square feet) parcel of land in the Benjamin M. George Survey, Abstract Number 175, Fort Bend County, Texas and being a portion of Lot 66, Block 9, Towne West, Section Two, a subdivision recorded in Volume 20, Page 9 of the Fort Bend County Plat Records

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.

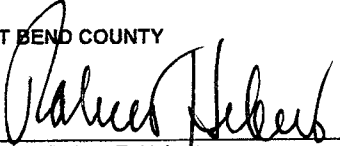
IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

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 November, 7, 2011.

FORT BEND COUNTY
By: 
Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

GF No.:1115731862

Burney Road Parcel 8

Brief Description of Property:

A 0.0060 acre (263 square feet) parcel of land in the Benjamin M. George Survey, Abstract Number 175, Fort Bend County, Texas and being a portion of Lot 66, Block 9, Towne West, Section Two, a subdivision recorded in Volume 20, Page 9 of the Fort Bend County Plat Records

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.

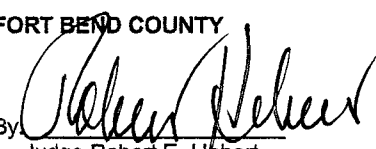
We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

SELLER(S):

Grant C. Crowell

PURCHASER (S):

FORT BEND COUNTY

By 
Judge Robert E. Hebert
Fort Bend County Judge

11-7-2011

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. 1115731862

Taxpayer I. D. No. _____

SELLER'S NAME and MAILING ADDRESS

Grant C. Crowell

TRANSACTION INFORMATION

Closing Date: _____, _____, 2011

Brief Description of Property:

A 0.0060 acre (263 square feet) parcel of land in the Benjamin M. George Survey, Abstract Number 175, Fort Bend County, Texas and being a portion of Lot 66, Block 9, Towne West, Section Two, a subdivision recorded in Volume 20, Page 9 of the Fort Bend Court Plat Record

Contract Sales Price: \$986.00

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):

Grant C. Crowell

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title GF No.1115731862

Brief Description of Property:

A 0.0060 acre (263 square feet) parcel of land in the Benjamin M. George Survey, Abstract Number 175, Fort Bend County, Texas and being a portion of Lot 66, Block 9, Towne West, Section Two, a subdivision recorded in Volume 20, Page 9 of the Fort Bend County Plat Records

BEFORE ME, the undersigned authority, on this day personally appeared
Grant C. Cowell, 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):

Grant C. Crowell

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

Notary Public in and for
The State of Texas