



Property Acquisition Services, Inc.

September 29, 2011

9-27-2011
AGENDA ITEM
43 B 2 parcel 5

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

Re: Burney Road Project
Parcel 5 – Woodbridge Property Owners Association, Inc

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

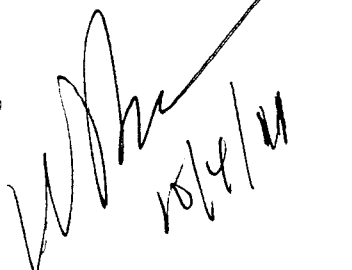
At this time, we ask that the County have the settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title 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 as to
form only by
FBC AHS
Office*

10/4/11

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested: September 29, 2011

Check Needed By: October 12, 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

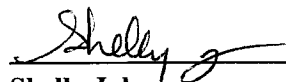
Amount of Check: **\$1,535.95**

Description: Parcel 5 - Woodbridge Property Owners Association - 0.0073
acres out of Alexander Hodge Survey, A-194, Ft Bend
County, Texas

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



Shelly Johnson

**Right of Way
Invoice Transmittal**

Date	September 29, 2011		
Requested By	Property Acquisition Services		
Project Number	719		
Road Name	Burney Road	Parcel # 5	
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	\$1,535.95		
Date Check is Needed By	October 12, 2011	Closing Date	October 13, 2011
Return Check To	Paulette @ Engineering		
Description	Parcel 5 - Woodbridge Property Owners Association - 0.0073 acres out of Alexander Hodge Survey, A-194, 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> September 29, 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**

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.

WOODBIDGE PROPERTY OWNERS ASSOCIATION, INC.

BY

PRINTED NAME

TITLE

Acknowledgement

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of
_____, 2011, by _____ the _____ of
Woodbridge Property Owners Association, Inc.

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

EXHIBIT "A"

February 9, 2010

METES AND BOUNDS DESCRIPTION OF
PARCEL 5 (0.0073 ACRE)
IN THE ALEXANDER HODGE
SURVEY, ABSTRACT NUMBER 194
FORT BEND COUNTY, TEXAS

A 0.0073 acre (316 square feet) parcel of land in the Alexander Hodge Survey, Abstract Number 194, Fort Bend County, Texas and being a portion of Restricted Reserve "E" Woodbridge Of Fort Bend County, Section Twelve, a subdivision recorded under Slide Number 2296B, of the Fort Bend County Plat Records (F.B.C.P.R.), and being a portion of Restricted Reserve "E" conveyed to Woodbridge Property Owners Association, Inc. by deed dated April 14, 2003, as recorded under Clerk's File Number 2003051934 of the Official Public Records of Fort Bend County (O.P.R.F.B.C.), said 0.0073 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 with "CLR" cap set at the southeast corner of said Restricted Reserve "E", the northeast corner of Lot 24, Block 1, said Woodbridge Of Fort Bend County, Section Twelve, and lying in the west right-of-way line of Burney Road (width varies);

THENCE, NORTH 02 degrees 36 minutes 50 seconds WEST, along the east line of said Reserve "E", and the west right-of-way line of Burney Road (width varies), a distance of 80.00 feet to a 5/8-inch iron rod with "CLR" cap set in the east right-of-way line of Burney Road (width varies), for the POINT OF BEGINNING of the herein described parcel having coordinate values of N = 13,805,282.45, E = 3,035,843.13;

THENCE, NORTH 47 degrees 33 minutes 46 seconds WEST, a distance of 42.46 feet to a 5/8-inch iron rod with "CLR" cap set at the northwest corner of the herein described parcel, lying in the north line of said Reserve "E", and the south right-of-way line of West Bellfort Street (100 feet wide);

THENCE, NORTH 87 degrees 29 minutes 18 seconds EAST, along the north line of said Reserve "E", the south right-of-way line of West Bellfort Street (100 feet wide), a distance of 4.99 feet to a 5/8-inch iron rod with "CLR" cap set at a northerly corner of said Reserve "E", and a point of curvature of a curve the right;

THENCE, SOUTHEASTERLY along said curve to the right, the north line of said Reserve "E", and the south right-of-way line of West Belfort (100 feet wide), the west right-of-way line of Burney Road (width varies) through a central angle of 90 degrees 08 minutes 03 seconds to a 5/8-inch iron rod with "CLR" cap set at the northwest corner of said Restricted Reserve "E", and the northeast corner of the herein described parcel, said curve having a radius of 25.00 feet, an arc length of 39.33 feet, and a long chord bearing SOUTH 47 degrees 33 minutes 46 seconds EAST, a distance of 35.40 feet;

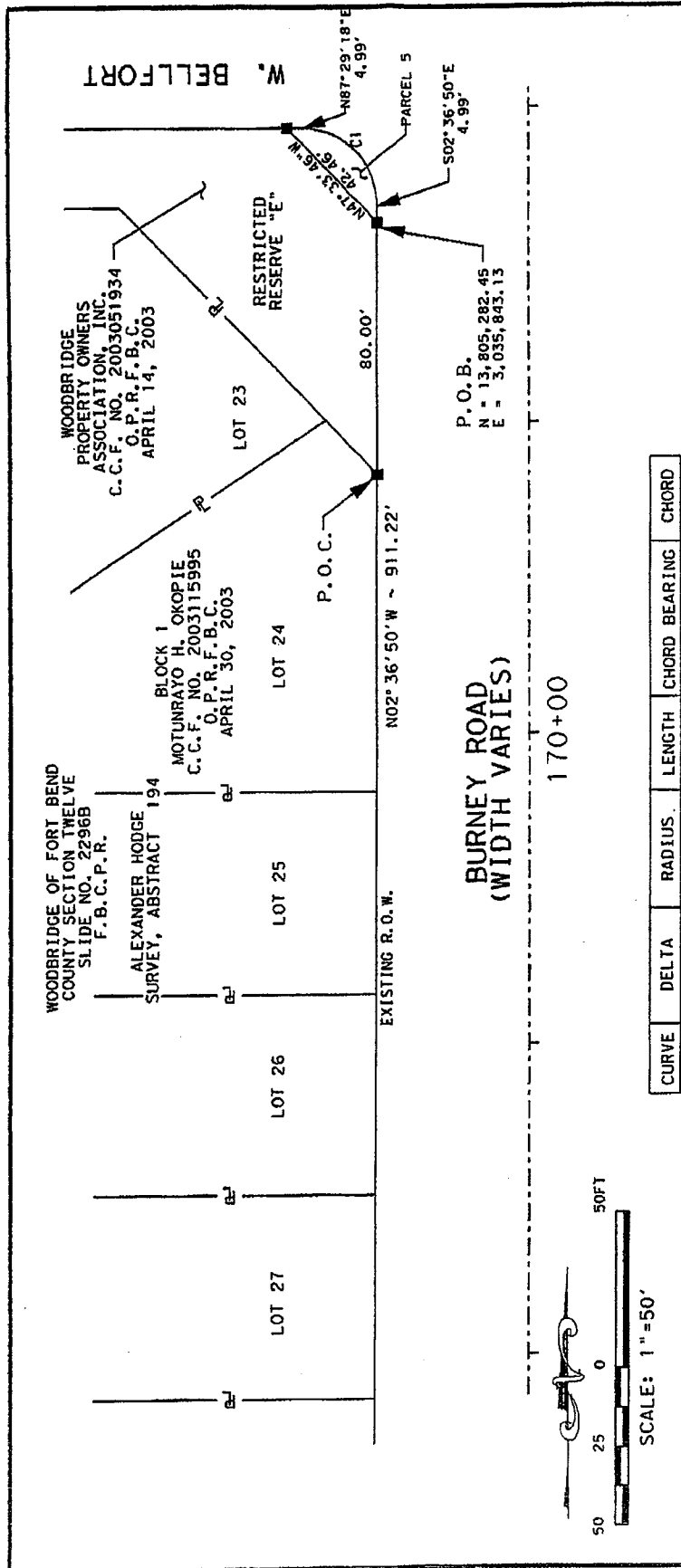
THENCE, SOUTH 02 degrees 36 minutes 50 seconds EAST, along the east line of said Restricted Reserve "E", and the west right-of-way line of said Burney Road (width varies) a distance of 4.99 feet to the POINT OF BEGINNING, and containing 0.0073 acre (316 square feet) of land.

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



Paul Ray Smith

Paul Ray Smith
Registered Professional Land Surveyor
Texas Registration Number 4646



CLR, Inc.

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

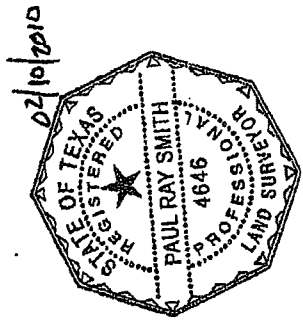


PLAT OF
 PARCEL 5

ROAD	BURNNEY ROAD	UNAM BT	CORREL. BT
DATE	12-21-09	CAT	PRS
F.D.	N/A	JOB NUMBER	04-028-01
			SHEET NO.
			3 OF 4

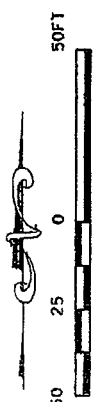
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90° 08' 03"	25.00'	39.33'	S47° 33' 46"E	35.40'

EXISTING	TAKING	REMAINDER
0.5594 AC	0.0073 AC	0.5521 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 Ray Smith
 Paul R. Smith No. 4646



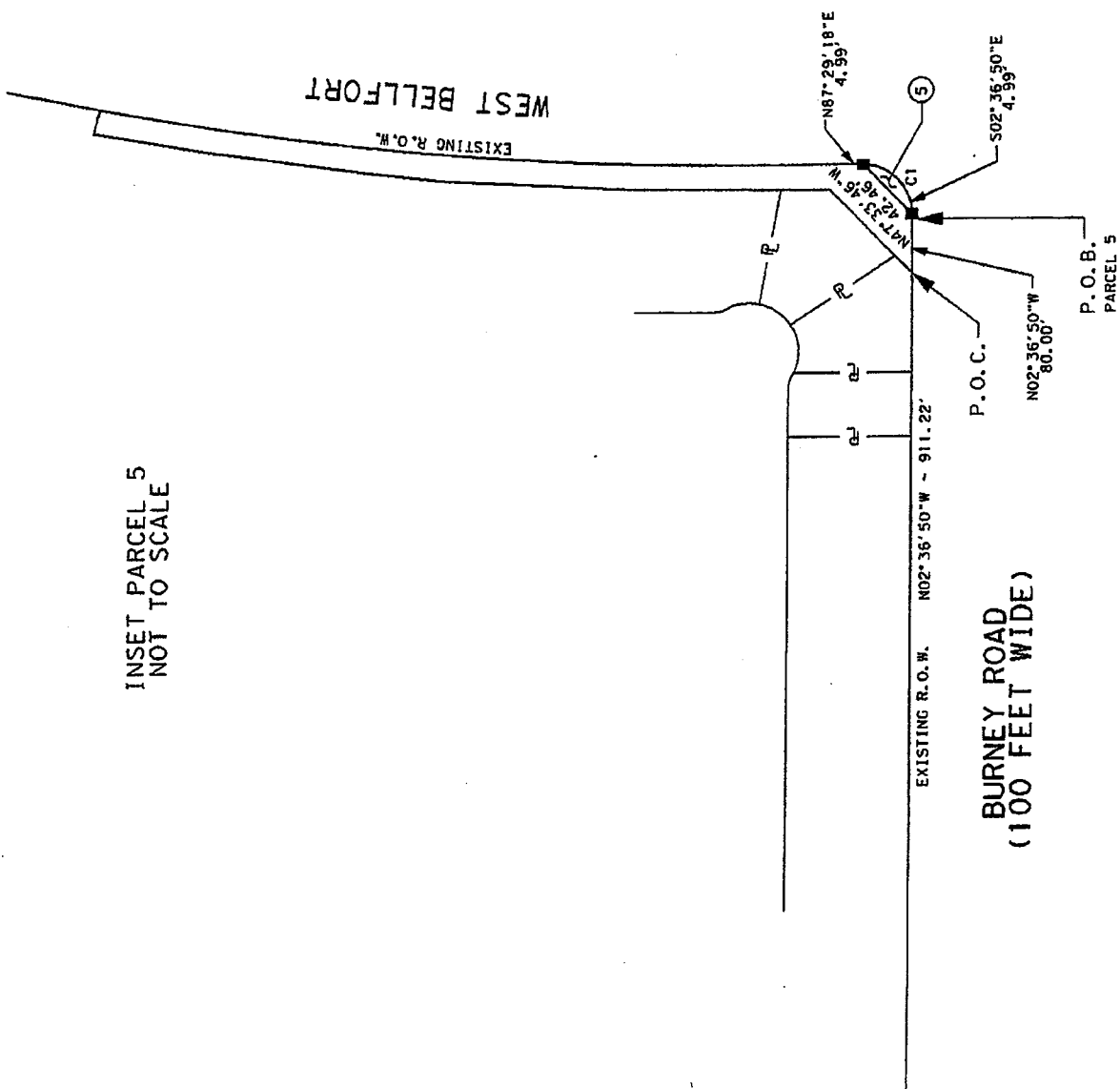
NOTE: 1) ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (CORS 96) AND REFERENCED TO GPS OBSERVATIONS FROM TXHE, TXLI, TXLM, AND TXRO (TXDOT CONTINUOUS OPERATING REFERENCE STATIONS). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE UNLESS NOTED 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 = 2,897,003.30) 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 = 13,750,137.64 E = 2,983,687.32) PUBLISHED GRID COORDINATES

○ INDICATES FOUND MONUMENT AS NOTED.
 ■ INDICATES SET 5/8" I.R. WITH CLR CAP.



INSET PARCEL 5
NOT TO SCALE



CLR, Inc.

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



PLAT OF
PARCEL 5

ROAD	BURNEY ROAD	DRAWN BY	CICCD, BT
F. B.	N/A	CAT	PRS
DATE	12-21-09	JOB NUMBER	04-028-01
			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: 1115731856	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	<input type="checkbox"/> Other			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: Fort Bend County

E. Name & Address of Seller: Woodbridge Property Owners Association, Inc.

F. Name & Address of Lender:

G. Property Location: Parcel 5 - Burney Road Texas

A 0.0073 acre parcel of land in the Alexander Hodge Survey, A-194, Fort Bend County, and being a portion of Restricted Reserve "E", Woodbridge Of Fort Bend County, Section 12; 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

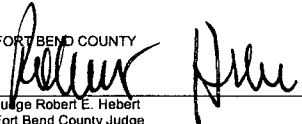
I. Settlement Date: 10/13/2011 **Proration Date:** 10/13/2011 **Disbursement Date:** 10/13/2011

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	\$1,087.00	401. Contract sales price	\$1,087.00
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	\$1,535.95	420. Gross Amount Due to Seller	\$1,087.00
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)	\$1,535.95	601. Gross amount due to seller (line 420)	\$1,087.00
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	\$1,535.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$1,087.00

L. Settlement Charges				
700. Total Sales/Broker's Commission			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:				
701.				
702.				
703. Commission paid at settlement				
704.				
800. Items Payable in Connection with Loan				
801. Loan origination fee				
802. Loan discount				
803. Appraisal fee				
804. Credit report				
805. Lender's inspection fee				
806. Mortgage insurance application fee				
807. Assumption fee				
808.				
809.				
810.				
811.				
812.				
813.				
900. Items Required by Lender to Be Paid in Advance				
901. Interest from				
902. Mortgage insurance premium for				
903. Hazard insurance premium for				
904.				
905.				
1000. Reserves Deposited with Lender				
1001. Hazard insurance				
1002. Mortgage insurance				
1003. City property taxes				
1004. County property taxes				
1005. Annual assessments				
1006.				
1007.				
1008.				
1009.				
1100. Title Charges				
1101. Settlement or closing fee to Stewart Title Company			\$150.00	
1102. Abstract or title search				
1103. Title examination				
1104. Title insurance binder				
1105. Document preparation				
1106. Notary fees				
1107. Attorney's fees to				
Includes above item numbers:				
1108. Title Insurance to Stewart Title Company			\$229.00	
Includes above item numbers:				
1109. Lender's coverage				
1110. Owner's coverage	\$1,087.00	\$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.

FORT BEND COUNTY

Judge Robert E. Hebert
Fort Bend County Judge
10-6-2011

Woodbridge Property Owners Association, Inc.

By: _____

Name: _____

Title: _____

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):

Woodbridge Property Owners Association, Inc.

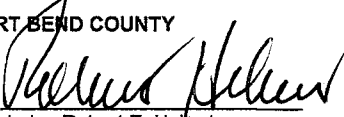
By: _____

Name: _____

Title: _____

PURCHASER (S):

FORT BEND COUNTY

By: 
Judge Robert E. Hebert
Fort Bend County Judge 10-6-2011

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.1115731856

Brief Description of Property:

0.0073 acre tract, more or less, out of Restricted Reserve "E", of Woodbridge of Fort Bend County, Section Twelve, an addition in Fort Bend County, Texas, according to the map or plat thereof recorded in/under Slide No. 2296/B of the Map/Plat Records of 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, 6, 2011.

FORT BEND COUNTY

By: 

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

GF No.:1115731856

Dulles Avenue

Brief Description of Property:

0.0073 acre tract, more or less, out of Restricted Reserve "E", of Woodbridge of Fort Bend County, Section Twelve, an addition in Fort Bend County, Texas, according to the map or plat thereof recorded in/under Slide No. 2296/B of the Map/Plat Records of 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):

Woodbridge Property Owners Association, Inc.


By: _____

Name: _____

Title: _____

PURCHASER (S):

FORT BEND COUNTY

By: 
Judge Robert E. Hebert
Fort Bend County Judge
10-6-2011

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. 1115731856

Taxpayer I. D. No. _____

SELLER'S NAME and MAILING ADDRESS

Woodbridge Property Owners Association, Inc.

TRANSACTION INFORMATION

Closing Date: _____, _____, 2011

Brief Description of Property:

0.0073 acre tract, more or less, out of Restricted Reserve "E", of Woodbridge of Fort Bend County, Section Twelve, an addition in Fort Bend County, Texas, according to the map or plat thereof recorded in/under Slide No. 2296/B of the Map/Plat Records of Fort Bend County, Texas

Contract Sales Price: \$31,500.00

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):

Woodbridge Property Owners Association, Inc.

By: _____

Name: _____

Title: _____

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title GF No.1115731856

Brief Description of Property:

0.0073 acre tract, more or less, out of Restricted Reserve "E", of Woodbridge of Fort Bend County, Section Twelve, an addition in Fort Bend County, Texas, according to the map or plat thereof recorded in/under Slide No. 2296/B of the Map/Plat Records of Fort Bend County, Texas

BEFORE ME, the undersigned authority, on this day personally appeared
Woodbridge Property Owners Association, Inc., 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):

Woodbridge Property Owners Association, Inc.

By: _____

Name: _____

Title: _____

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

Notary Public in and for
The State of Texas