



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.

SPECIAL WARRANTY DEED

STATE OF TEXAS §
COUNTY OF FORT BEND § KNOW ALL MEN BY THESE PRESENTS §

THAT, **FORT BEND COUNTY**, a body corporate and politic, acting herein by and through Richard Morrison, Commissioner Precinct 1, duly appointed and authorized by its Commissioners Court, hereinafter called "**GRANTOR**", for and in consideration of the sum of TEN THOUSAND DOLLARS (\$10,000.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto **TRUSTEES OF PILGRIM JOURNEY MISSIONARY BAPTIST CHURCH ("GRANTEE")**, and unto its successors, and assigns, forever, all that certain 0.3893 acre tract of land, being the remaining part of a 0.467 acre tract of land, in the Jane Long Survey, Abstract 55, Ranson Road (now known as Williams Way Blvd.), Fort Bend County, Texas, described in a deed dated May 5, 1993 from Sidney Mellon to Ellie Herrera Vasquez, recorded Volume 2525, Page 1907, Fort Bend County Deed Records, LESS the 0.0777 acre tract identified as "Parcel 9" in the property description attached hereto as Exhibit "A", incorporated herein and made a part hereof for all purposes.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Property Code.

GRANTOR conveys the property:

- (a). "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- (b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the Office of the County Clerk of Fort Bend County, or existing on the ground, but only to the extent that they are still in force and effect and applicable to the herein described property; and
- (c). subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- (a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,
- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),
- (d). compliance with applicable environmental laws, rules or regulations; and
- (e). the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a). GRANTEE has inspected the property and is relying solely on his own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (b). that any information provided with respect to the property was obtained from a variety of sources, and
- (c). 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.
- (d). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective 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 the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, his heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any 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 and other items conveyed hereunder for any redress or relief. Upon

the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. 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 predecessors, contractors or consultants.

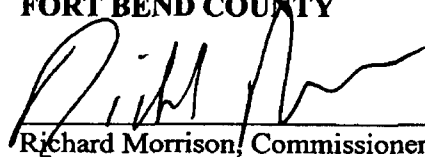
GRANTEE hereby further agrees on behalf of **himself** and **his** heirs, successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR'S elected and appointed officials, employees, officers, directors, representatives, attorney and agents from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTOR, GRANTOR's successors and/or assigns to warranty and forever defend all and singular the said premises unto the said GRANTEE, GRANTEE's successors and/or assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under GRANTOR, but not otherwise.

EXECUTED on this the 20th day of June, 2012.

FORT BEND COUNTY

By:



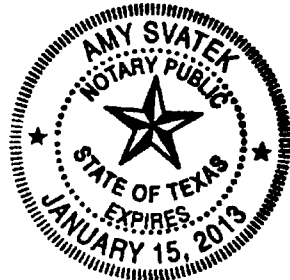
Richard Morrison, Commissioner Precinct 1

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 20th day of June, 2012 by Richard Morrison, Commissioner Precinct 1, on behalf of Fort Bend County, Texas.

(SEAL)




Notary Public in and for the State of Texas

After Recording Return to:
Pilgrim Journey Missionary Baptist Church
2022 Ransom Road
Richmond, Texas 77469
Attn: Nelson Amy

Exhibit A

County: Fort Bend
Highway: Ransom Road
Project Limits: Wheaton Street to Bent Bridge

Property Description for Parcel 9

Field notes for a 0.0777 of an acre or 3,386 square feet of land out of the Jane H. Long Survey, Abstract No. 55, Fort Bend County, Texas; said 0.0777 of an acre being out of a called 0.467 acre tract of land described in deed dated May 5, 1993 from Sidney Mellon to Ellie Herrera Vasquez recorded in Volume 2525, Page 1907, Fort Bend County Deed Records (F.B.C.D.R.); said 0.0777 of an acre being more particularly described by metes and bounds as follows:

COMMENCING on a found axle for the northeast corner of a certain call 10.0 acre tract of land described in deed to Sam Mellon recorded in Volume 380, Page 13, F.B.C.D.R., said point being in a westerly line of a call 48.680 acre tract described in deed to Nathan C. Young, et ux, recorded in Fort Bend County Clerk's File (F.B.C.C.F.) No. 9642016; thence as follows:

South 24° 09' 13" West, along the common line of said 10.0 acre tract and said 48.680 acre tract, at a distance of 465.02 feet pass a point for the northeast corner of said call 0.467 acre tract, and continuing along the common line between said call 0.467 acre tract and said 48.680 acre tract, in all a distance of 627.59 feet to a 5/8 inch iron rod with cap stamped "LANDTECH CONSULTANTS" set for the northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE South 24° 09' 13" West, continuing along the common line of the said 0.467 acre tract and said 48.680 acre tract, a distance of 38.17 feet to an axle found in the existing north right of way line of Ransom Road (by prescription; width varies) for the southeast corner of said 0.467 acre tract, a southwesterly corner of said 48.680 acre tract, and the southeast corner of the herein described tract;

THENCE North 75° 08' 00" West, along the existing north right of way line of Ransom Road, a distance of 102.74 feet to a point for the southeast corner of a call 0.906 acre tract described in deed dated September 26, 2003, to Cynthia Castro, et al, recorded in F.B.C.C.F. No. 2003147773 and the southwest corner of said 0.467 acre tract and the herein described tract;

THENCE North 24° 09' 13" East, along the common line of the said 0.906 acre tract and said 0.467 acre tract, a distance of 28.63 feet to a 5/8 inch iron rod with cap stamped

Exhibit A

County: Fort Bend
Highway: Ransom Road
Project Limits: Wheaton Street to Bent Bridge

Property Description for Parcel 9

"LANDTECH CONSULTANTS" set in the proposed north right of way line of Ransom Road for the northwest corner of the herein described tract;

THENCE South 80° 17' 33" East, along the proposed north right of way line of Ransom Road, a distance of 104.70 feet to the POINT OF BEGINNING containing 0.0777 of an acre or 3,386 square feet of land.

Notes:

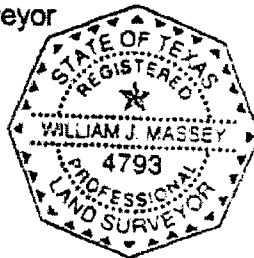
The POINT OF BEGINNING of this description has coordinate values of X=3,003,592.42 and Y=13,771,920.52. All bearings and coordinates are referenced to the Texas Coordinate System of 1983, South Central Zone, North American Datum of 1983 (1993 adjustment). All distances and coordinates shown are surface and may be converted to grid by multiplying by a grid factor of 0.999868059.

I, William J. Massey, a Registered Professional Land Surveyor in the State of Texas do hereby certify that this survey was prepared from an actual on-the-ground survey of the property described herein conducted by me or under my supervision and that this survey correctly represents the facts found at the time of the survey.

Survey date: December, 2004

William J. Massey 9/11/06
William J. Massey Date
Registered Professional Land Surveyor
Texas Registration No. 4793

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Parcel No. 9 Prepared By:
Landtech Consultants, Inc.
2627 N. Loop West, Ste. 224
Houston, Texas 77008
(713) 861-7068

RETURNED AT COUNTER TO:

Nelson Amy
P.O. Box 1219
Richmond, TX 77406

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dianne Wilson

2012 Jun 20 01:24 PM

SP \$31.00

Dianne Wilson COUNTY CLERK

FT BEND COUNTY TEXAS

2012066561