



Property Acquisition Services, Inc.

2/13/12

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

1-24-12
AGENDA ITEM
#46B Parcel 1W

**Re: Old Richmond Road Project
Parcel 1W – William E. Brooks**

Dear Ms. Batts:

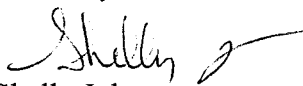
Please find enclosed the following referenced documents for signature and your review:

- Right of Way Invoice Transmittal
- Original Check Request
- Copy of Court Approval for funding
- Original Deed for County Attorney Review *approved on 2/6/12 per ACA*
- Original Title Company Documents/Disclosures: *#10,208 2/6/12*
 - Settlement Statement
 - Waiver of Inspection & Disclosure to Owner
 - Tax Agreement
 - Buyer Correspondence Information Form
 - Info for Real Estate 1099-S Report Filing
 - Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have the settlement statement and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.


Sincerely,


Shelly Johnson
Project Coordinator

Enclosures

2-17-12 COPY RECEIVED

**Right of Way
Invoice Transmittal**

Date	February 13, 2012		
Requested By	Property Acquisition Services		
Project Number	729		
Road Name	Old Richmond	Parcel # 1W	
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	\$10,747.95		
Date Check is Needed By	February 27, 2012	Closing Date	February 28, 2012
Return Check To	Paulette @ Engineering		
Description	Parcel 1W - William E. Brooks - 3426 sq ft out of Miles M. Battle League / A-9, 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	January 24, 2012		
Reviewed by Requestor	<u>Name</u> Mark Davis	<u>Date</u> February 13, 2012	
Reviewed by Co. Attorney		2/16/2012	
Reviewed by Engineering		2-14-2012	
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: February 13, 2012

Check Needed By: February 27, 2012

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: Old Richmond Road

Payee: Stewart Title Company

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

Payee's Tax ID/SS #: On File

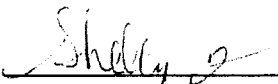
Amount of Check: **\$10,747.95**

Description: Parcel 1W - William E. Brooks - 3426 sq ft out of Miles M.
Battle League / A-9, Ft Bend County, Texas

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



Shelly Johnson

WARRANTY DEED

THE STATE OF TEXAS

COUNTY OF FORT BEND

§
§ KNOW ALL MEN BY THESE PRESENTS
§

THAT THE UNDERSIGNED, **WILLIAM E. BROOKS**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of TEN THOUSAND TWO HUNDRED SEVENTY EIGHT DOLLARS (\$10,278.00) 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 _____, 2012.

WILLIAM E. BROOKS

William E. Brooks

Acknowledgement

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 2012, by William E. Brooks.

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

EXHIBIT A

COUNTY: FORT BEND
HIGHWAY: OLD RICHMOND
PROJECT LIMITS: W. AIRPORT BLVD. TO BOSS GASTON RD.

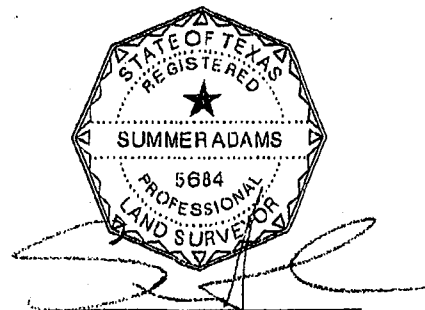
PROPERTY DESCRIPTION FOR TRACT 1-W

All that certain 3426 square feet of land, out of the 2.9012 acre tract described in the deed from John P. Hesse, et al to William E. Brooks, et ux recorded under Volume 2242, Page 1053, in the Deed Records of Fort Bend County, Texas, in the Miles M. Battle League, A-9, Fort Bend County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone)

COMMENCING at a 5/8" iron rod found (bent) for the northeast corner of the 60' wide Road Easement as described in the deed recorded under Volume 429, Page 841, in the Deed Records of Fort Bend County, Texas; **THENCE** South 02° 51' 51" East – 258.90' to the northeast corner and **POINT OF BEGINNING** of the herein described tract, common to the northeast corner of said 2.9012 acre tract;

1. **THENCE** South 02° 51' 51" East – 182.49', along the east line of said 2.9012 acre tract, common to the west right-of-way line of Old Richmond Road, to the southeast corner of the herein described tract, common to the southeast corner of said 2.9012 acre tract;
2. **THENCE** South 87° 08' 10" West – 19.27', along the south line of said 2.9012 acre tract, to a 5/8" iron rod with cap marked "PATE" set for the southwest corner of the herein described tract, from which a 5/8" iron rod found (bent) for the northeast corner of Lot 30 described in the deed from Donald Grosskreutz, et ux to Salvador S. Vela, et ux recorded under Instrument No. 2008 035279, in the Official Public Records of Fort Bend County, Texas, bears South 87° 08' 10" West – 1.55';
3. **THENCE** North 02° 33' 09" West – 182.50', across said 2.9012 acre tract, to a 5/8" iron rod with cap marked "PATE" set for the northwest corner of the herein described tract, in the north line of said 2.9012 acre tract;
4. **THENCE** North 87° 08' 10" East – 18.27', along said north line, to the **POINT OF BEGINNING** of the herein described tract and containing 3426 square feet of land.

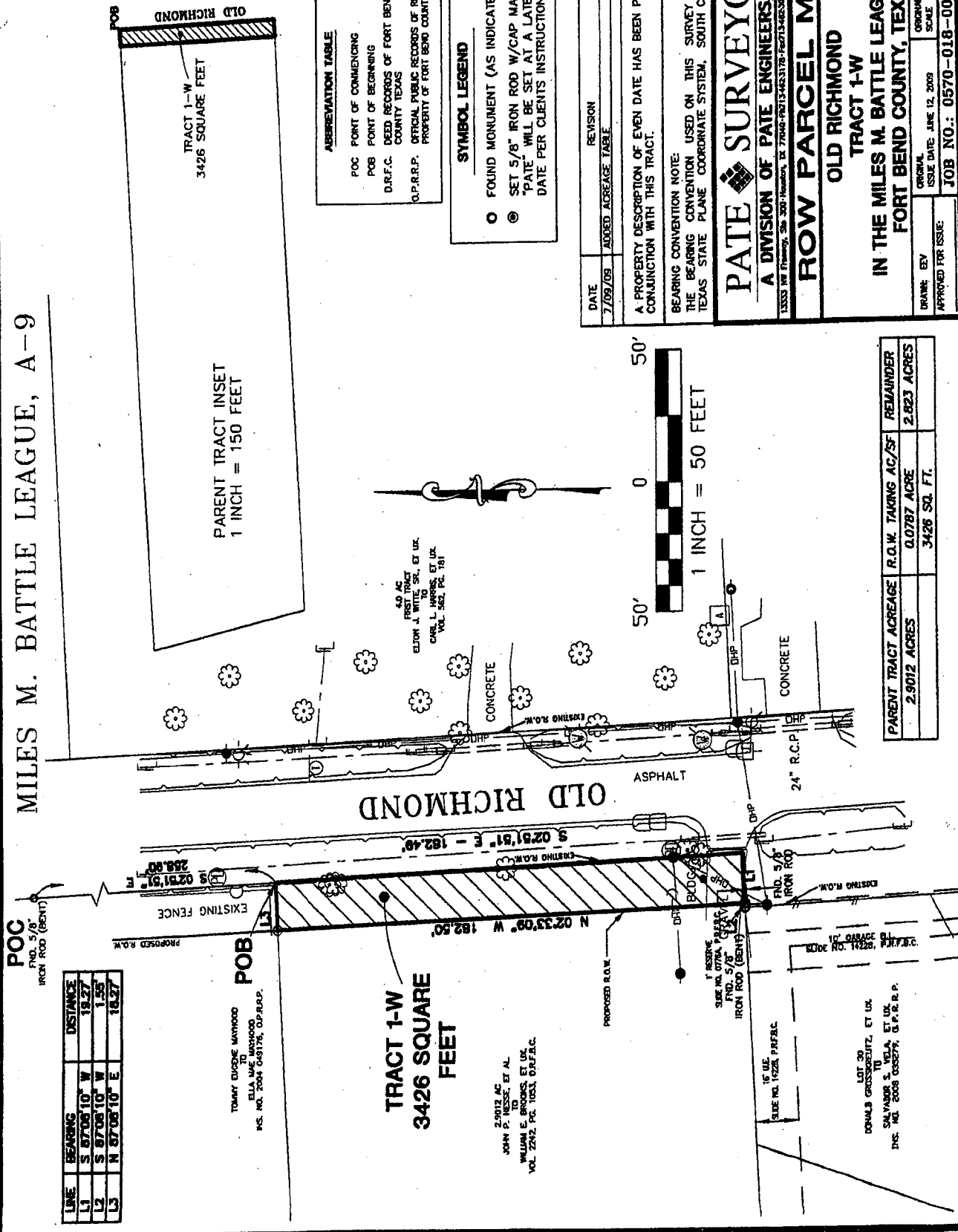
Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.
Job No. 0570-018-00-542



Certification Date
September 10, 2008

THIS LEGAL DESCRIPTION IS ISSUED IN CONJUNCTION WITH AN ON THE GROUND SURVEY CONDUCTED BY PATE SURVEYORS FROM JUNE TO SEPTEMBER, 2008. ALL 5/8" IRON RODS WITH CAP MARKED "PATE" WILL BE SET AT A LATER DATE PER CLIENTS INSTRUCTION.

MILES M. BATTLE LEAGUE, A-9



LINE	BEARING	DISTANCE
L1	S 87°08'10" W	19.27
L2	S 87°08'10" W	1.95
L3	N 87°08'10" E	14.27

TOMMY EUGENE MAYHOD
 TO
 ELLA MARY WOOD
 P.S. NO. 2004 048176, O.P.R.R.P.

TRACT 1-W
3426 SQUARE FEET

2.9012 AC
 JOHN P. HESSE, ET AL.
 WILLIAM E. BROOKS, ET AL.
 VOL. 2242 P.C. 1003, D.R.F.C.

ABBREVIATION TABLE
 POC POINT OF COMMENCING
 POB POINT OF BEGINNING
 D.R.F.C. DEED RECORDS OF FORT BEND COUNTY TEXAS
 O.P.R.R.P. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF FORT BEND COUNTY TEXAS

SYMBOL LEGEND
 ○ FOUND MONUMENT (AS INDICATED)
 ⊙ SET 5/8" IRON ROD W/CAP MARKED "PATE" WILL BE SET AT A LATER DATE PER CLIENTS INSTRUCTION.

DATE	REVISION
7/09/09	ADDED ACREAGE TABLE

A PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS TRACT.

BEARING CONVENTION NOTE:
 THE BEARING CONVENTION USED ON THIS SURVEY IS BASED ON: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

PATE SURVEYORS
 A DIVISION OF PATE ENGINEERS, INC.
 13333 NW Phyllis, Ste. 200 Houston, TX 77040-7073-442-3178 - Fax: 442-3013 - www.pate.com

ROW PARCEL MAP
 OLD RICHMOND
 TRACT 1-W
 IN THE MILES M. BATTLE LEAGUE, A-9
 FORT BEND COUNTY, TEXAS

DRAWN BY	ISSUE DATE	ORIGINAL SCALE
EVY	JUNE 12, 2009	1" = 50'
APPROVED FOR ISSUE:		
JOB NO.: 0570-018-00-542		

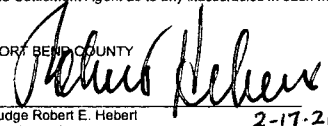
PARENT TRACT ACREAGE	R.O.W. TAKING AC/SF	REMAINDER
2.9012 ACRES	0.0787 ACRE	2.823 ACRES
	3426 SQ. FT.	

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: 1115732213	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: William E. Brooks					
F. Name & Address of Lender:					
G. Property Location: Old Richmond Sugar Land, Texas 77478 Tract 1-W: All that certain 3426 square feet of land, out of a 2.9012 acre tract, in the Miles M. Battle League, A-9, Fort Bend County, Texas; and being more particularly described by metes and bounds.					
H. Settlement Agent: 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: 2/28/2012		Proration Date: 2/28/2012		Disbursement Date: 2/28/2012	
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		\$10,278.00	401. Contract sales price		\$10,278.00
102. Personal property			402. Personal property		
103. Settlement charges to borrower (line 1400)		\$469.95	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		\$10,747.95	420. Gross Amount Due to Seller		\$10,278.00
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)		\$10,747.95	601. Gross amount due to seller (line 420)		\$10,278.00
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		\$10,747.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller		\$10,278.00

L. Settlement Charges				
700. Total Sales/Broker's Commission			Paid From	Paid From
Division of commission (line 700) as follows:			Borrower's	Seller's
701.			Funds at	Funds at
702.			Settlement	Settlement
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			\$233.00	
Includes above item numbers:				
1109. Lender's coverage				
1110. Owner's coverage	\$10,278.00	\$233.00		
1111.				
1112. Tax Certificate to Stewart Title Company			\$64.95	
1113. Messenger Fee to Stewart Title Company			\$20.00	
1114. State Policy Fee to Stewart Title Policy City Fee			\$2.00	
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)			\$469.95	\$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


William E. Brooks

Judge Robert E. Hebert
Fort Bend County Judge
2-17-2012

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 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):

William E. Brooks

PURCHASER(S):

FORT BEND COUNTY

By: 

Judge Robert E. Hebert
Fort Bend County Judge 2-17-2012

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.1115732213

Brief Description of Property:

3426 square feet of land out of a 2.9012 acre tract of land in the Miles M. Battle League Survey, Abstract No. 9, Fort Bend County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto

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 February, 17, 2012.

FORT BEND COUNTY

By: _____

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

GF No.:1115732213

Old Richmond Road

Brief Description of Property:

3426 square feet of land out of a 2.9012 acre tract of land in the Miles M. Battle League Survey, Abstract No. 9, Fort Bend County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

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.

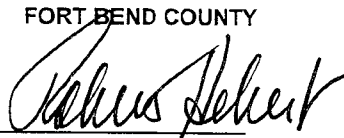
SELLER(S):

William E. Brooks

PURCHASER (S):

FORT BEND COUNTY

By: _____


Judge Robert E. Hebert
Fort Bend County Judge

2-17-2012

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. 1115732213

Taxpayer I. D. No. _____

SELLER'S NAME and MAILING ADDRESS

William E. Brooks

TRANSACTION INFORMATION

Closing Date: _____, _____, 2012

Brief Description of Property:

3426 square feet of land out of a 2.9012 acre tract of land in the Miles M. Battle League Survey, Abstract No. 9, Fort Bend County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto

Contract Sales Price: \$10,278.00

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):

William E. Brooks

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title GF No.1115732213

Brief Description of Property:

3426 square feet of land out of a 2.9012 acre tract of land in the Miles M. Battle League Survey, Abstract No. 9, Fort Bend County, Texas and being more particularly described by metes and bounds on Exhibit "A"

BEFORE ME, the undersigned authority, on this day personally appeared
William E. Brooks
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):

William E. Brooks

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of _____, 2012.

Notary Public in and for
The State of Texas