



PAS Property Acquisition Services , LLC

10/1/12

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

8-7-2012
AGENDA ITEM
#39A-2 Parcel 34

**Re: Spur 10 (90/10 Project) – Funding Request
Parcel 034 – Calvin Band, Leona Band Hausler, Shirley Band Hyatt,
Larry Band & Cynthia Band Stegemiller**

Dear Ms. Batts:

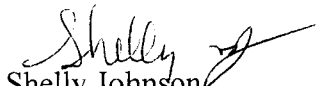
Please find enclosed the following referenced documents for signature and your review:

- 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
FBE [Signature]*

copy received

Item 39A continued - 551.072 Deliberation Regarding Real Property:

2. Spur 10, Precinct 1.

Moved by Commissioner Morrison Seconded by Commissioner Prestage

Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 34 of the Spur 10 Mobility Project in the amount of \$75,121.00 plus necessary costs not to exceed \$5,000.00 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. Burney Road, Precinct 4.

Moved by Commissioner Patterson Seconded by Commissioner Meyers

Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 7 of the Burney Road Mobility Project in the amount of \$2,909.00 plus necessary costs not to exceed \$5,000.00 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

4. Kroesche Road Bridge, Precinct 1.

No action.

B. § 551.074. Personnel Matters.

Annual Evaluation - County Librarian.

Annual review conducted.

40. Adjournment.

Commissioners Court adjourned at 2:46 p.m. on Tuesday, August 7, 2012.

** Land owner is retaining the fence for \$1.00*

**Right of Way
Invoice Transmittal**

Date	October 1, 2012		
Requested By	Property Acquisition Services		
Project Number			
Road Name	Spur 10	Parcel # 034	
Type of Expense	<input checked="" type="checkbox"/> Acquisition	<input type="checkbox"/> Condemnation	<input type="checkbox"/> Litigation Expense <input type="checkbox"/> Pipeline
Reimbursable Expense	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Agency TxDOT	
Payee Vendor #	13290	W-9 Required prior to closing for payment***	
Payee	Stewart Title Company		
Payee's Address	14100 Southwest Frwy, Ste 200; 77478		
Tax ID #	On File		
Amount of Check	\$75,882.95		
Date Check is Needed By	October 16, 2012	Closing Date	October 17, 2012
Return Check To	Paulette @ Engineering		
Description	Parcel 034 - Calvin Band, Leona Band Hausler, Shirley Band Hyatt, Larry Band & Cynthia Band Stegemiller - 4.9835 acres out of A.J.James Survey, Abstract 37, 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	August 7, 2012		
	<u>Name</u>	<u>Date</u>	
Reviewed by Requestor	Mark Davis	October 1, 2012	
Reviewed by Co. Attorney	<i>Wf Victor</i>	10/3/12	
Reviewed by Engineering	<i>Paulette Batts</i>	10-2-12	
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: October 1, 2012

Check Needed By: October 16, 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: Spur 10 - 90/10 Project

Payee: Stewart Title Company

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

Payee's Tax ID/SS #: On File

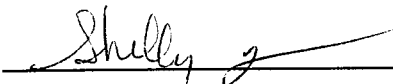
Amount of Check: **\$75,882.95**

Description: Hyatt, Larry Band & Cynthia Band Stegemiller - 4.9835 acres
out of A.J.James Survey, Abstract 37, Ft Bend County, Texas

Comments:

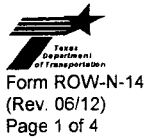
PLEASE RETURN CHECK TO PAULETTE BATTS

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.



Parcel 034

DEED

STATE OF TEXAS

§

ROW CSJ: 0187-05-057

§

COUNTY OF FORT BEND

§

WHEREAS, the Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and

WHEREAS, the Texas Transportation Commission is also authorized under Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **CALVIN BAND, LEONA BAND HAUSLER, SHIRLEY BAND HYATT, LARRY A. BAND and CYNTHIA BAND STEGEMILLER** of the County of Fort Bend, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of SEVENTY FIVE THOUSAND ONE HUNDRED TWENTY Dollars (\$75,120.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, hereinafter sometimes referred to as Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Fort Bend, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: Fencing.

Grantors covenant and agree to remove the above-described improvements from said land within thirty (30) days of closing, subject, however, to such extensions of time as may be granted by Grantee, its successor and assigns, in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the Grantee, its successors and assigns, forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part (herein called Highway Facility), shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such Highway Facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway Facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2012.

CALVIN BAND

LEONA BAND HAUSLER

By: Calvin Band

By: Leona Band Hausler

SHIRLEY BAND HYATT

LARRY A. BAND

By: Shirley Band Hyatt

By: Larry Band

CYNTHIA BAND STEGEMILLER

By: Cynthia Band Stegemiller

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me this ____ day of _____, 2012 by Calvin Band.

Notary Public's Signature

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me this ____ day of _____, 2012 by Leona Band
Hausler.

Notary Public's Signature

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me this ____ day of _____, 2012 by Shirley Band
Hyatt.

Notary Public's Signature

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me this ____ day of _____, 2012 by Larry Band.

Notary Public's Signature

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me this ____ day of _____, 2012 by Cynthia Band
Stegemiller.

Notary Public's Signature

Exhibit A

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

PROPERTY DESCRIPTION FOR PARCEL NO. 34

Being a 4.9835 acre (217,080 square feet) parcel of land located in the A.J. James Survey, Abstract 37, Fort Bend County, Texas and being out of and part of a 17.7382 acre remainder of that certain called 155 acre tract of land (described as Second Tract) conveyed from Max Band, et al to Louis Band by instrument of record dated November 12, 1937 and recorded in Volume 172, Page 81 of the Deed Records of Fort Bend County (F.B.C.D.R.), an undivided interest of said 155 acres conveyed from Louis Band to Gilbert Band, et al by instrument of record dated August 30, 1965 and recorded in Volume 468, Page 368 of said F.B.C.D.R., an undivided interest of said 155 acres conveyed from Louis Band to Gilbert Band, et al by instrument of record dated February 9, 1971 and recorded in Volume 540, Page 130 of said F.B.C.D.R., an undivided interest of said 155 acres conveyed from Louis Band to Gilbert Band, et al by an instrument of record dated February 28, 1972 and recorded in Volume 562, Page 296 of said F.B.C.D.R. and an undivided interest of said 155 acres conveyed from Shirley Hyatt, Larry Band and Cynthia Spano to Mary Band by instrument of record dated March 15, 1994 and record in Volume 2635, Page 2405 of the Official Records of Fort Bend County, Texas (F.B.C.O.R.); said 4.9835 acre parcel being more particularly described as follows:

COMMENCING for reference at a 3/4-inch iron pipe found marking the intersection of the northeasterly line of aforementioned 155 acres and the southeasterly right-of-way line of Band Road (width varies), said point also being the intersection of the northeasterly line of that certain called 1 acre tract of land conveyed from Louis Band to Gilbert Band by instrument of record dated September 22, 1955 and recorded in Volume 339, Page 549 of said F.B.C.D.R. and the southeasterly right-of-way line of Band Road; thence as follows:

Exhibit A

South 42° 08' 29" West, along said existing southeasterly right-of-way line of Band Road, at 436.54 feet pass the north corner of aforementioned 17.7382 acre remainder, same being the northwest corner of that certain called 4.247 acre tract (described as Tract 1-C) conveyed from Southern Pacific Transportation Company to Houston Lighting & Power Company by instrument of record dated November 19, 1986, and recorded in Volume 1908, Page 207 of said F.B.C.O.R., continuing in all a distance of 1648.96 feet to a 5/8-inch iron rod with TxDOT aluminum disc set for corner on the proposed northeasterly right-of-way line of SP 10 (width varies) and the POINT OF BEGINNING, having surface coordinates of X=2,975,545.25, Y=13,741,834.26, from which a 5/8-inch iron rod with TxDOT aluminum disc found marking the intersection of the existing northeasterly right-of-way line of Gerken Road (width varies) and the existing southeasterly right-of-way line of said Band Road, bears South 42° 08' 29" West, 149.77 feet;**

- 1) THENCE, SOUTH 51° 47' 15" East, along said proposed northeasterly right-of-way line of SP 10, a distance of 575.33 feet to 5/8-inch iron rod with TxDOT aluminum disc set for corner an angle point;**
- 2) THENCE, SOUTH 47° 48' 06" East, continuing along said proposed northeasterly right-of-way line of SP 10, a distance of 252.66 feet to 5/8-inch iron rod with TxDOT aluminum disc set for corner an angle point;**
- 3) THENCE, SOUTH 49° 18' 49" East, continuing along said proposed northeasterly right-of-way line of SP 10, a distance of 86.46 feet to a 5/8-inch iron rod with TxDOT aluminum disc set for corner on the westerly line of aforementioned 4.247 acres;
- 4) THENCE, SOUTH 00° 06' 12" West, along the westerly line of said 4.247 acres and its southerly extension, at 258.50 feet pass the existing northeasterly right-of-way line of Gerken Road (width varies) and the southwest corner of said 4.247 acres, continuing in all a distance of 298.26 feet to a point for corner on the common line of the William Leech Survey, Abstract 281 and aforementioned A.J. James Survey, said point also being on the southwesterly line of aforementioned 155 acres;
- 5) THENCE, NORTH 48° 52' 27" West, along said common survey line and the southwesterly line of said 155 acres, a distance of 72.70 feet to a point for corner;

Exhibit A

- 6) THENCE, NORTH 47° 45' 59" West, continuing along said common survey line and the southwesterly line of said 155 acres, a distance of 1069.28 feet to a point for corner, same being the west corner of said 155 acres and the west corner of said 17.7382 acre remainder, being the south corner of that certain called 7.58 acre tract conveyed from V.F. Runnels to Harl D. Pruitt and Chanci McKinnon by instrument of record dated March 31, 2000 and recorded under File Number 2000027120, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), also being the common south corner of the B.B. McCauley Survey, Abstract 558, Fort Bend County, Texas and aforementioned A.J. James Survey;
- 7) THENCE, NORTH 42° 09' 40" East, along the common line of said B.B. McCauley Survey and said A.J. James Survey, along the northwesterly line of said 155 acres and said 17.7382 acre remainder, also being the southeasterly line of said 7.58 acres, a distance of 179.12 feet to a point for corner;
- 8) THENCE, SOUTH 49° 03' 02" East, a distance of 29.12 feet to the POINT OF BEGINNING and containing 4.9835 acres (217,080 square feet) of land of which 0.8773 of one acre (38,214 square feet) lies within the existing right-of-way of Gerken Road and Band Road;

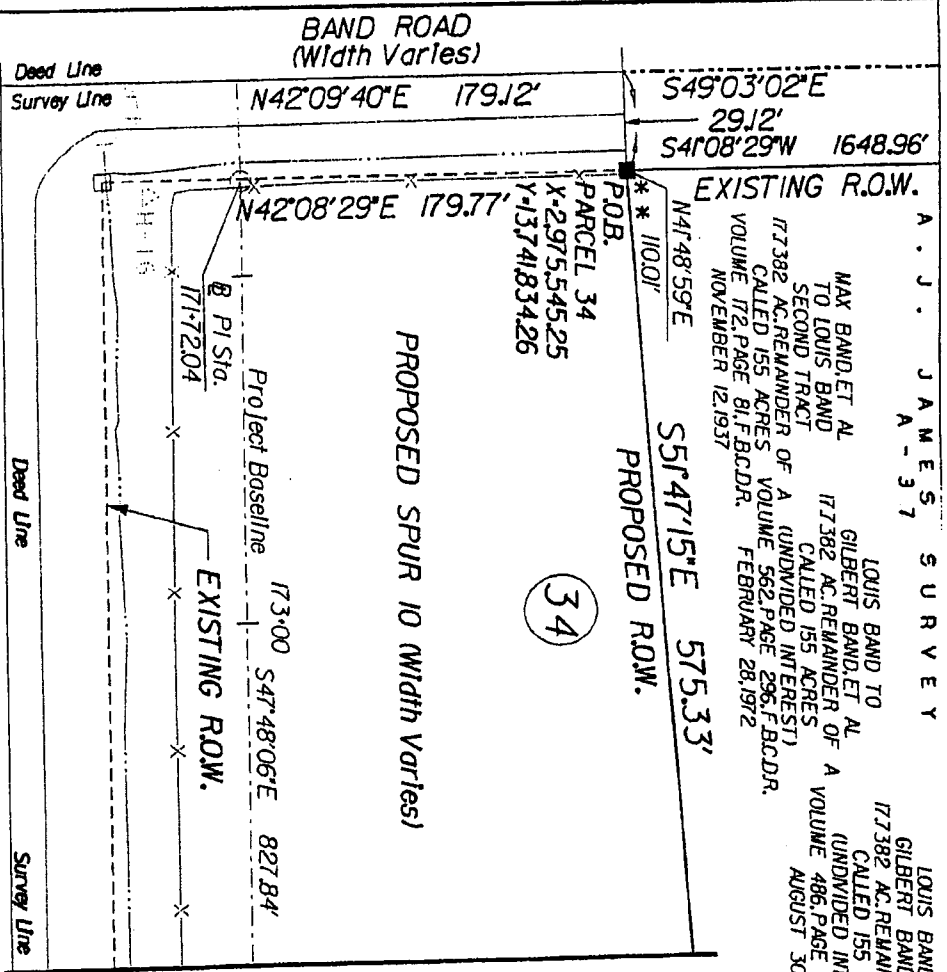
** The monument described and set in this call may be replaced with TxDOT Type II Right-of-Way marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

This description was prepared from a survey and plat prepared by the undersigned dated May, 2004. Access will be permitted to the highway facility from the remainder of the property lying northeasterly of Spur 10.

ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE, WITH COORDINATES GIVEN IN FEET. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.



Keith W. Monroe
05-07-04



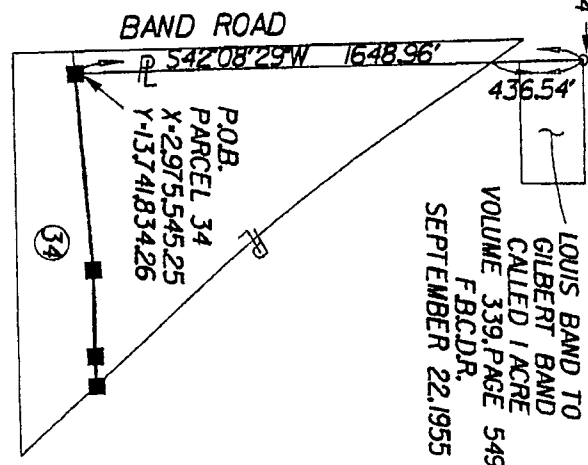
A. J. JAMES SURVEY A-37
 LOUIS BAND TO AL GILBERT BAND ET AL
 177382 AC. REMAINDER OF A VOLUME 486, PAGE 368, F.B.C.D.R. AUGUST 30, 1965
 177382 AC. REMAINDER OF A VOLUME 562, PAGE 256, F.B.C.D.R. FEBRUARY 28, 1972
 177382 AC. REMAINDER OF A VOLUME 562, PAGE 256, F.B.C.D.R. FEBRUARY 28, 1972
 NOVEMBER 12, 1937

LOUIS BAND TO AL GILBERT BAND ET AL
 177382 AC. REMAINDER OF A VOLUME 486, PAGE 368, F.B.C.D.R. AUGUST 30, 1965
 LOUIS BAND TO AL GILBERT BAND ET AL
 177382 AC. REMAINDER OF A VOLUME 540, PAGE 330, F.B.C.D.R. FEBRUARY 9, 1971
 SHIRLEY HATT ET AL TO MARY BAND
 177382 AC. REMAINDER OF A VOLUME 2635, PAGE 2405, F.B.C.D.R. MARCH 15, 1994

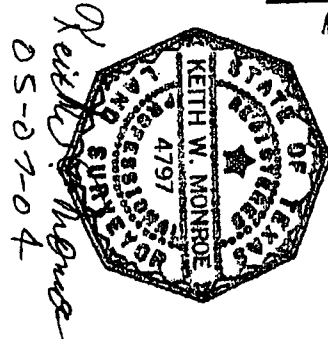
LOUIS BAND TO AL GILBERT BAND
 CALLED 1 ACRE VOLUME 339, PAGE 549 F.B.C.D.R. SEPTEMBER 22, 1955
 P.O.C. PARCEL 34 Fnd. 1/2 IP.

WILLIAM LEECH SURVEY A-281
 GERKEN ROAD (Width Varies)
 No Record Information Found
 N47°45'59"W 1069.28'
 PROPOSED SPUR 10 (Width Varies)

MATCH LINE STA. 174+00



GERKEN ROAD
 PARENT TRACT INSET
 PARCEL 34



Keith W. Monroe
 05-07-04

NOTES:
 1. PROPERTY DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT BY THE UNDERSIGNED, DATED MAY, 2004.
 2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE NAD 83, WITH COORDINATES GIVEN IN FEET AND DISTANCES AND ELEVATIONS GIVEN IN FEET. ALL MAY BE CONVERTED TO METERS BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.

EXIST. ACRES	TOTAL TAKING AREA	AREA WITHIN EXIST. ROW	AREA OF PROPOSED ADDITIONAL ROW	REMAINDER ACRES
17.7382	4,9835 AC. ±	8,8172 AC. ±	4,1082 AC. ±	12.7547
	217,080 S.F.	38,214 S.F.	178,866 S.F.	

PARCEL PLAT SHOWING
 PARCEL 34
 SPUR 10
 FORT BEND COUNTY
 RCSJ 0181-05-053
 LJA ENGINEERING & SURVEYING, INC. MAY, 2004
 PROJECT NO. 0950-1009-002
 SCALE: 1" = 50'

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

MAX BAND, ET AL
TO LOUIS BAND
SECOND TRACT
177382 AC. REMAINDER OF A
CALLED 155 ACRES
VOLUME 172, PAGE 81, F.B.C.D.R.
NOVEMBER 12, 1937

LOUIS BAND TO
GILBERT BAND, ET AL
177382 AC. REMAINDER OF A
CALLED 155 ACRES
(UNDIVIDED INTEREST)
VOLUME 486, PAGE 368, F.B.C.D.R.
AUGUST 30, 1965

LOUIS BAND TO
GILBERT BAND, ET AL
177382 AC. REMAINDER OF A
CALLED 155 ACRES
(UNDIVIDED INTEREST)
VOLUME 540, PAGE 130, F.B.C.D.R.
FEBRUARY 9, 1971

LOUIS BAND TO
GILBERT BAND, ET AL
177382 AC. REMAINDER OF A
CALLED 155 ACRES
(UNDIVIDED INTEREST)
VOLUME 2635, PAGE 2405, F.B.C.D.R.
MARCH 15, 1994

SHIRLEY HYATT, ET AL
TO MARY BAND
177382 AC. REMAINDER OF A
CALLED 155 ACRES
(UNDIVIDED INTEREST)
VOLUME 2635, PAGE 2405, F.B.C.D.R.
MARCH 15, 1994

S47 48.06'E
* * 252.66'

177382 AC. REMAINDER OF A
(UNDIVIDED INTEREST)
VOLUME 562, PAGE 296, F.B.C.D.R.
FEBRUARY 28, 1972

PROPOSED ROW.
S51 47.15'E 575.33'

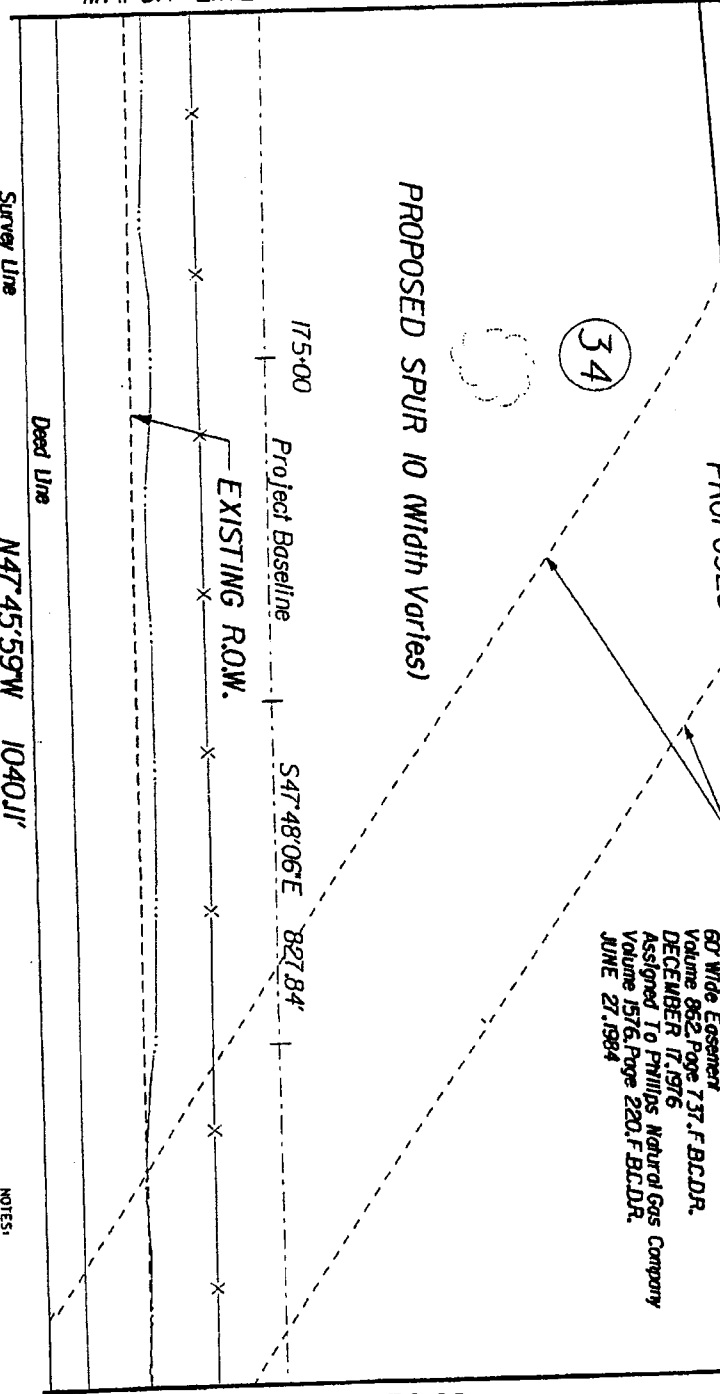
150.00' LT

Sto. 177-45-24
150.00' LT

Seaway Pipeline, Inc.
60' Wide Easement
Volume 862, Page 737, F.B.C.D.R.
DECEMBER 17, 1976
Assigned To Phillips Natural Gas Company
Volume 1576, Page 220, F.B.C.D.R.
JUNE 27, 1984

MATCH LINE STA. 174+00

MATCH LINE STA. 178+00



GERKEN ROAD (Width Varies) No Record Information Found

WILLIAM LEECH SURVEY
A-281

Survey Line N47°45'59"W 1040.11'

Deed Line

175+00

Project Baseline

S47 48.06'E 827.84'

EXISTING R.O.W.

NOTE:

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

NOTES:
1. PROPERTY DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT BY THE UNDERSIGNED, DATED MAY, 2004.
2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE NAD 83, WITH COORDINATES GIVEN IN FEET. ALL DISTANCES AND COORDINATES SHOWN ON THIS MAP MAY BE CONVERTED TO METERS BY A MULTIPLYING FACTOR OF 1.00013.

PARCEL PLAT
SHOWING
PARCEL 34:

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

MAX BAND, ET AL
TO LOUIS BAND
SECOND TRACT
177382 AC. REMAINDER OF A
CALLED 155 ACRES
VOLUME 172, PAGE 81, F.B.C.D.R.
NOVEMBER 12, 1937

A. J. JAMES SURVEY
A-37
LOUIS BAND TO
GILBERT BAND, ET AL
177382 AC. REMAINDER OF A
CALLED 155 ACRES
(UNDIVIDED INTEREST)
VOLUME 562, PAGE 296, F.B.C.D.R.
FEBRUARY 28, 1972

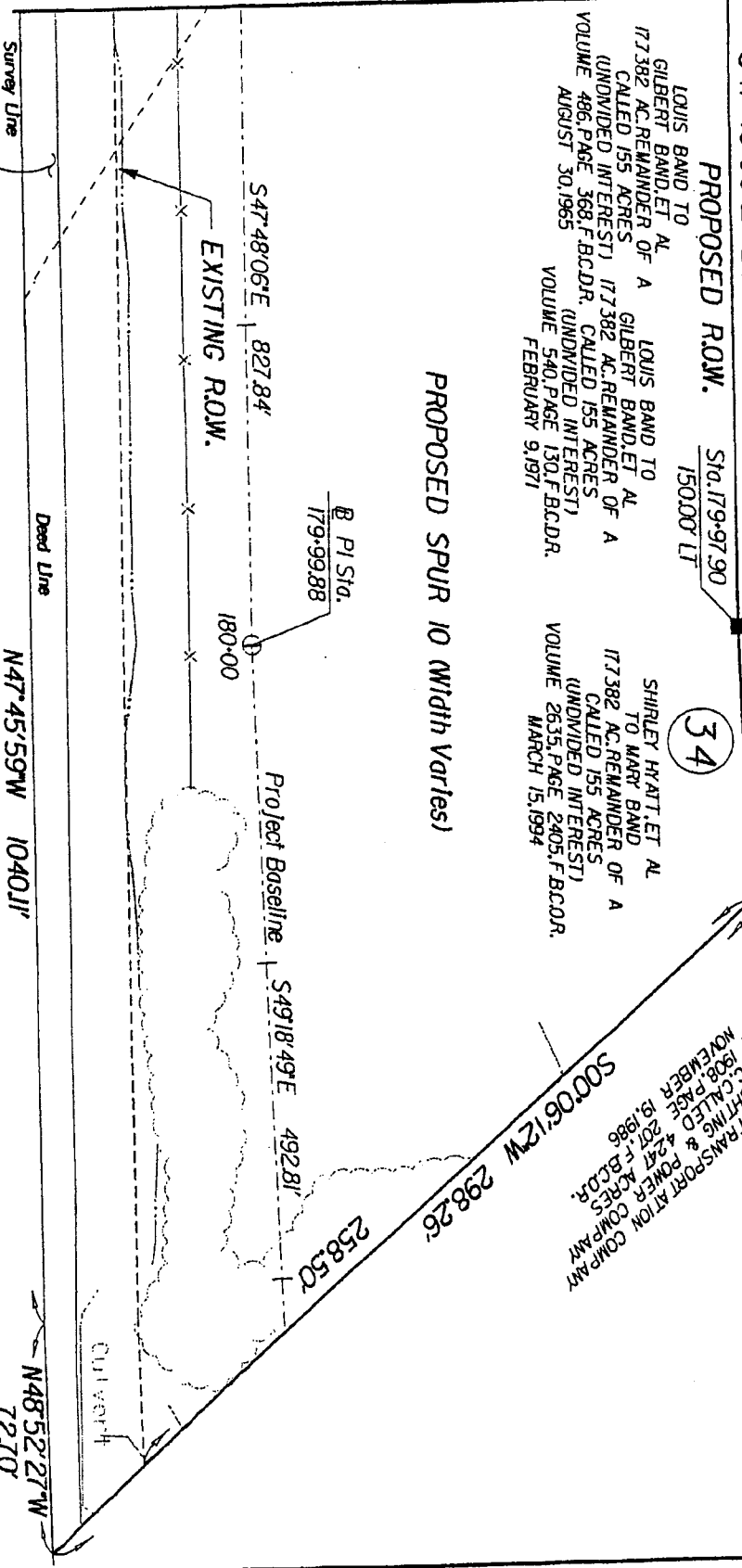
S474806'E 252.66'
S491849'E 86.46'

PROPOSED R.O.W.
150.00' LT
LOUIS BAND TO
GILBERT BAND, ET AL
177382 AC. REMAINDER OF A
CALLED 155 ACRES
(UNDIVIDED INTEREST)
VOLUME 496, PAGE 368, F.B.C.D.R.
(UNDIVIDED INTEREST)
AUGUST 30, 1965

SHIRLEY HART, ET AL
TO MARY BAND
177382 AC. REMAINDER OF A
CALLED 155 ACRES
(UNDIVIDED INTEREST)
VOLUME 2635, PAGE 2405, F.B.C.D.R.
MARCH 15, 1994

SOUTHERN PACIFIC TRANSPORTATION COMPANY
TO HOUSTON LIGHTING & POWER COMPANY
TRACT 1-C CALLED 4.247 ACRES
VOLUME 1808, PAGE 207, F.B.C.D.R.
NOVEMBER 18, 1986

MATCH LINE STA. 178+00



Seavoy Pipeline, Inc.
60' Wide Easement
Volume 662, Page 737, F.B.C.D.R.
DECEMBER 17, 1976
Assigned To Phillips Natural Gas Company
Volume 1516, Page 220, F.B.C.D.R.
JUNE 27, 1984

GERKEN ROAD (Width Varies) No Record Information Found
WILLIAM LEECH SURVEY
A-281

NOTE:

- ** THE MONUMENT DESCRIBED & SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE 11 RIGHT OF WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT1
- o FOUND 5/8" IRON ROD (Unless otherwise noted)
- o SET 5/8" IRON ROD W/TXDOT AL. DISC
- o FOUND 5/8" IRON ROD W/TXDOT AL. DISC
- SET 5/8" IRON ROD W/TXDOT AL. DISC

NOTES:
1. PROPERTY DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT BY THE UNDERSTIGNED, DATED MAY, 2004.
2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE NAD 83, WITH COORDINATES GIVEN IN FEET. ALL DISTANCES AND COORDINATES SHOWN ARE SPUR A MAY BE CONVERTED TO GRID BY A FACTOR OF 1.00013. COMBINED ADJUSTMENT FACTOR OF 1.00013.

PARCEL PLAT
SHOWING
PARCEL 34:
SPUR 10
FORT BEND COUNTY
RCSJ 0181-05-053
LJA ENGINEERING & SURVEYING, INC. MAY, 2004
PROJECT NO. 0950-1009-002
SCALE: 1" = 50'

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: 1015733034	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	<input type="checkbox"/> Other			

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

D. Name & Address of Borrower: The State of Texas

E. Name & Address of Seller: Calvin Band
Leona Band Hausler
Shirley Band Hyatt
Larry Band
Cynthia Band Stagemiller

F. Name & Address of Lender:

G. Property Location: Property Address
Spur 10 - Parcel No. 34 Texas

Mets & Bounds
Being a 4.9835 acre parcel of land, located in the A.J. James Survey, Abstract 37, Fort Bend County, Texas, and being more particularly described by mets and bounds attached hereto.

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: 10/17/12 **Proration Date:** 10/17/12 **Disbursement Date:** 10/17/12

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	\$75,120.00	401. Contract sales price	\$75,120.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$762.95	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	\$75,882.95	420. Gross Amount Due to Seller	\$75,120.00
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)	\$75,882.95	601. Gross amount due to seller (line 420)	\$75,120.00
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	\$75,882.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$75,120.00

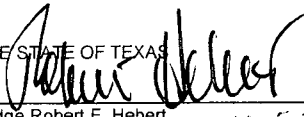
L. Settlement Charges				
700. Total Sales/Broker's Commission			Paid From	Paid From
Division of commission (line 700) as follows:			Borrower's	Seller's
701.			Funds at	Funds at
702.			Settlement	Settlement
703.	Commission paid at settlement			
704.				
800. Items Payable in Connection with Loan				
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			
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		\$676.00	
	Includes above item numbers:			
1109.	Lender's coverage			
1110.	Owner's coverage	\$75,120.00	\$676.00	
1111.				
1112.	Tax Certificate to Stewart Title Company		\$64.95	
1113.	Document Delivery Fee to Stewart Title Company		\$20.00	
1114.				
1115.	State Policy Fee to Stewart Title Policy Gty 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)			\$762.95	\$0.00

Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.

The Company has deposited the earnest money that it has received in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

The Company may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand accounts and other relationships with the financial institution, Title Company is eligible to participate in a program offered by the financial institution whereby the Title Company may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

THE STATE OF TEXAS


Judge Robert E. Hebert 10-5-2012
Fort Bend County Judge

Calvin Band

Leona Band Hausler

Shirley Band Hyatt

Larry Band

Cynthia Band Stegemiller

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 prorrations and signifies their understanding that prorrations 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):

Calvin Band

Leona Band Hausler

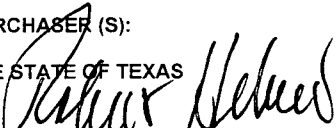
Shirley Band Hyatt

Larry A. Band

Cynthia Band Stegemiller

PURCHASER (S):

THE STATE OF TEXAS

By: 
Judge Robert E. Hebert
Fort Bend County Judge 10-5-2012

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.1015733034

Brief Description of Property:

4.9835 acre tract, more or less, out of the A.J. James Survey, Abstract No. 37, 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, 5, 2012.

THE STATE OF TEXAS

By: 

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

GF No.:1015733034

Spur 10, Parcel 34

Brief Description of Property:

4.9835 acre tract, more or less, out of the A.J. James Survey, Abstract No. 37, 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):

PURCHASER (S):

THE STATE OF TEXAS


Calvin Band

Leona Band Hausler

Shirley Band Hyatt

Larry A. Band

Cynthia Band Stegemiller

By: 

Judge Robert E. Hebert
Fort Bend County Judge
10-5-2012

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. 1015733034

Taxpayer I. D. No. _____

SELLER'S NAME and MAILING ADDRESS

Calvin Band, Leona Band Hausler, Shirley Band Hyatt, Larry A. Band and Cynthia Band Stegemiller

TRANSACTION INFORMATION

Closing Date: _____, _____, 2012

Brief Description of Property:

4.9835 acre tract, more or less, out of the A.J. James Survey, Abstract No. 37, Fort Bend County, Texas

Contract Sales Price: \$75,120.00

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):

Clavin Band

Leona Band Hausler

Shirley Band Hyatt

Larry A. Band

Cynthia Band Stegemiller

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title GF No.1015733034

Brief Description of Property:

4.9835 acre tract, more or less, out of the A.J. James Survey, Abstract No. 37, Fort Bend County, Texas

BEFORE ME, the undersigned authority, on this day personally appeared
Calvin Band, Leona Band Hausler, Shirley Band Hyatt, Larry A. Band and Cynthia Band Stegemiller 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):

Calvin Band

Leona Band Hausler

Shirley Band Hyatt

Larry A. Band

Cynthia Band Stegemiller

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

Notary Public in and for
The State of Texas