



PAS Property Acquisition Services, LLC

10/1/12

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

9-25-12
AGENDA ITEM

#43B parcel 4

**Re: Spur 10 (90/10 Project) – Funding Request
Parcel 04 – Raymond Holtkamp, Darlene Holtkamp, Patricia Holtkamp &
Teresa March**

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
Shelly Johnson
Project Coordinator

Enclosures

*Approved as to
form only by FBC
#43B
WJ*

Copy received

**Right of Way
Invoice Transmittal**

Date	October 1, 2012		
Requested By	Property Acquisition Services		
Project Number			
Road Name	Spur 10	Parcel #	004
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	\$82,092.95		
Date Check is Needed By	October 16, 2012	Closing Date	October 17, 2012
Return Check To	Paulette @ Engineering		
Description	Parcel 004 - Raymond Holtkamp, Darlene Holtkamp, Patricia Holtkamp & Teresa March - 3.9794 acres out of J.M. Cooper Survey, Abstract 707, Ft Bend County, Texas		
Comments			
Accounting Unit	100685888	Account	64500
Activity	P685-06ROWPURCH	Account Category	32000
Purchase Order Number			
Requires CCT Approval?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Commissioner's Court Approval Date	September 25, 2012		
	<u>Name</u>	<u>Date</u>	
Reviewed by Requestor	Mark Davis	October 1, 2012	
Reviewed by Co. Attorney	<i>WNU</i>	<i>10/3/12</i>	
Reviewed by Engineering	<i>Paulette Batts</i>	<i>10-2-12</i>	
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

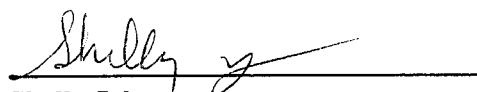
Amount of Check: **\$82,092.95**

Description: Parcel 004 - Raymond Holtkamp, Darlene Holtkamp, Patricia Holtkamp & Teresa March - 3.9794 acres out of J.M. Cooper Survey, Abstract 707, Ft Bend County, Texas

Comments:

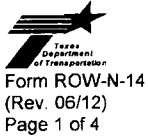
PLEASE RETURN CHECK TO PAULETTE BATTS

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 004

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, **RAYMOND F. HOLTKAMP, DARLENE HOLTKAMP, PATRICIA HOLTKAMP & TERESA MARCH** 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 **EIGHTY ONE THOUSAND TWO HUNDRED EIGHTY NINE Dollars (\$81,289.00)** 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. The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expenses of litigation.

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: None.

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.

RAYMOND F. HOLTkamp

DARLENE HOLTkamp

By: Raymond F. Holtkamp

By: Darlene Holtkamp

PATRICIA HOLTkamp

TERESA MARCH

By: Patricia Holtkamp

By: Teresa March

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me this ____ day of _____, 2012 by Raymond F.

Holtkamp.

Notary Public's Signature

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me this ____ day of _____, 2012 by Darlene

Holtkamp.

Notary Public's Signature

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me this ____ day of _____, 2012 by Patricia Holtkamp.

Notary Public's Signature

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me this ____ day of _____, 2012 by Teresa March.

Notary Public's Signature

Exhibit A

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

PROPERTY DESCRIPTION FOR PARCEL NO. 4

Being a 3.9794 acre (173,343 square feet) parcel of land, located in the J.M. Cooper Survey, Abstract 707, Fort Bend County, Texas, and being out of and a part of a 66.9654 acre remainder of that certain called 68.9654 acre tract of land conveyed from George H. Guttenberger and wife, Leona Guttenberger to Darlene Holtkamp, et vir Raymond F. Holtkamp by instrument of record dated November 29, 1988 and recorded in Volume 2084, Page 1394, of the Official Records of Fort Bend County, Texas (F.B.C.O.R), said 3.9794 acre parcel being more particularly described as follows:

COMMENCING for reference at a 1 1/4-inch Iron pipe found marking the north corner of aforementioned 66.9654 acres and being on the common line of the Emma Meyer Survey, Abstract 701, Fort Bend County, Texas and aforementioned J.M.Cooper Survey; thence as follows:

South 42' 00' 18" West, along said common survey line and the westerly line of said 66.9654 acres, at 1,092.73 feet pass the east corner of a 26.6555 acre residue of that certain called 44.1555 acre tract of land conveyed from S/C 1972 Partners, LTD. to Laverne C. May et ux Barbara F. May by instrument of record dated June 21, 1979 and recorded in Volume 843, Page 817, of the Deed Records of Fort Bend County, Texas (F.B.C.D.R.) and an undivided 1/2 Interest of said 26.6555 acre residue as conveyed from Laverne C. May and wife Barbara F. May to Ronald R. Chase, Trustee by instrument of record dated April 5, 1988 and recorded in Volume 2025, Page 2520, of said F.B.C.O.R., continuing with the common line of said 66.9654 acres and said 26.6555 acres, a total distance of 1,836.27 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= 2,964,465.05, Y=13,751,788.07;

Exhibit A

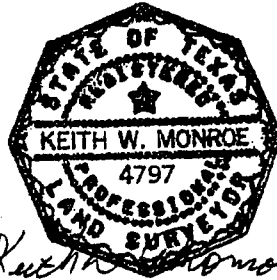
- 1) THENCE, SOUTH 49° 13' 52" East, along said proposed northeasterly right-of-way line of SP 10 (width varies), at 722.42 feet pass a 5/8-inch iron rod with TxDOT aluminum disc set for Engineers Station 30+00, continuing along said line a total distance of 1,203.06 feet to a 5/8-inch iron rod with TxDOT aluminum disc set for corner on the easterly line of said 66.9654 acres, the westerly line of that certain called 2.00 acre tract of land conveyed from R.F. Holtkamp and wife Darlene Holtkamp to Teresa Holtkamp March by instrument of record dated February 6, 1991 and recorded in Volume 2279, Page 506, of said F.B.C.O.R.;**
- 2) THENCE, SOUTH 42° 14' 12" West, along the common line of said 66.9654 acres and said 2.00 acres, at 129.20 feet pass a 1/2-inch iron pipe found and at 129.46 feet pass the existing northeasterly right-of-way line of Hartledge Road (width varies), continuing along said common line a total distance of 159.46 feet to a point for corner on the southwesterly line of aforementioned J.M. Cooper Survey, the northeasterly line of the H. & T.C.R.R. Survey, Abstract 210, Fort Bend County, Texas, being the south corner of said 66.9654 acres, same being the west corner of said 2.00 acres;
- 3) THENCE, NORTH 47° 46' 25" West, along the southwesterly line of said 66.954 acres and said common survey line, a distance of 1,202.15 feet to a point for the corner, being the west corner of said 66.9654 acres and the west corner of aforementioned J.M. Cooper Survey and the south corner of aforementioned Emma Meyer Survey;
- 4) THENCE, NORTH 42° 00' 18" East, along the common line of said Emma Meyer Survey and said J.M. Cooper Survey and the westerly line of said 66.9654 acres, at 30.00 feet pass the existing northeasterly right-of-way line of said Hartledge Road, same being the south corner of said 26.6555 acres and at 31.31 feet pass a 2-inch iron pipe found, continuing along said common line a total distance of 128.86 feet to the POINT OF BEGINNING and containing 3.9794 acres (173,343 square feet) of land of which 0.8280 of one acre (36,066 square feet) are within the existing right-of-way of Hartledge 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.

Exhibit A

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

EMMA MEYER SURVEY
A-701

Uncollectible unsplit with easement
Volume 485, Page 773, F.B.C.D.R.
APRIL 6, 1967

J. W. COOPER SURVEY
A-707

Houston Pipeline Co.
Uncollectible unsplit with easement
Volume 400, Page 182, F.B.C.D.R.
AUGUST 5, 1925

Houston Lighting and Power Co.
Uncollectible unsplit with easement
File Number 9882534, F.B.C.D.P.R.
SEPTEMBER 22, 1998

S/C 1972 PARTNERS, L.T.D. TO
LAVERNE C. MAY, ET UX
BARBARA F. MAY
26,555 ACRES RESIDUE
OF A CALLED 44,155 ACRES
VOLUME 843, PAGE 87, F.B.C.D.R.
JUNE 21, 1979

LAVERNE C. MAY AND
WIFE BARBARA F. MAY TO
RONALD R. CHASE, TRUSTEE (1/2 INTEREST)
CALLED 26,655 ACRES
VOLUME 2025, PAGE 2520, F.B.C.D.R.
APRIL 5, 1998

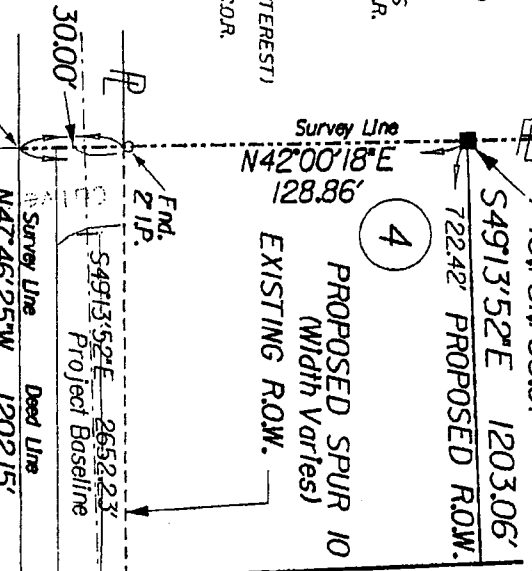
MRS. JOHN A. HENDERSON TO
W.M. MITCHELL, ET UX
2807.35 ACRE REMAINDER
OF A CALLED 33,608 ACRES
UNDIVIDED 1/3 INTEREST
VOLUME 167, PAGE 113, F.B.C.D.R.
APRIL 15, 1937

W.M. MITCHELL SR. ET UX TO
W.M. MITCHELL JR.
2807.35 ACRE REMAINDER
OF A CALLED 33,608 ACRES
UNDIVIDED 1/3 INTEREST
VOLUME 205, PAGE 592, F.B.C.D.R.
AUGUST 5, 1942
NOW OWNED BY

HELEN MARIE MITCHELL NAULTS
JUDITH ANN MITCHELL McELROY
WILLIAM M. MITCHELL III
1/3 UNDIVIDED INTEREST
VOLUME 486, PAGE 768
F.B.C.D.R.

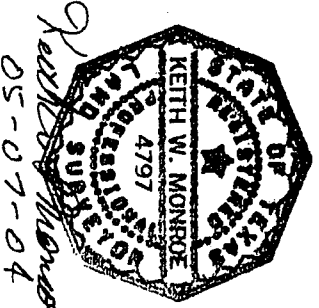
RUBY HANNAH MITCHELL INDIVIDUALLY,
AND AS TESTAMENTARY TRUSTEE
(2/3 UNDIVIDED INTEREST)
VOLUME 486, PAGE 743, F.B.C.D.R.
VOLUME 1056, PAGE 59, F.B.C.D.R.

- FOUND 5/8" IRON ROD (Unless otherwise noted)
- SET 5/8" IRON ROD (Unless otherwise noted)
- FOUND 5/8" IRON ROD W/1X001 AL. DISC
- SET 5/8" IRON ROD W/1X001 AL. DISC

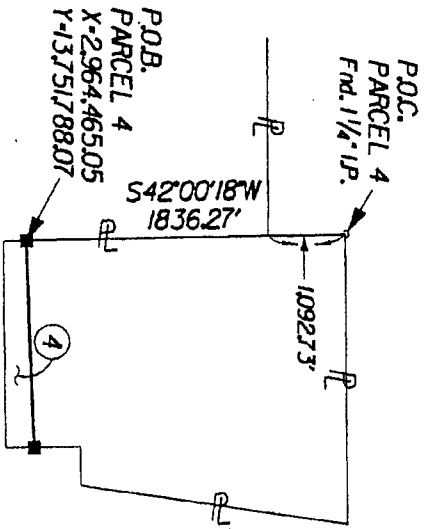


HARTLEDGE ROAD (Width Varies)
NO Record Information Found
H. & T. C. R. R. SURVEY
A-210

MRS. PEARL HARTLAGE TO
WILLIE H. LAMENSKI, ET UX
77.4 ACRE REMAINDER
OF A CALLED 79.4 ACRES
VOLUME 231, PAGE 75, F.B.C.D.R.
NOVEMBER 1, 1945



Keith W. Monroe
05-07-04



HARTLEDGE ROAD
PARENT TRACT INSET
PARCEL 4

EXIST. ACRES	TOTAL TAKING AREA	AREA WITHIN EXIST. ROW	AREA OF PROPOSED ADD'L. ROW	REMAINDER ACRES	
				LEFT	RIGHT
66.9654	133,343.45	0.8280	133,317.45	62.9860	

PARCEL PLAT
SHOWING
PARCEL 4:
SPUR 10
FORT BEND COUNTY
RCSJ 0187-05-053
LJA ENGINEERING & SURVEYING, INC. MAY, 2004
PROJECT NO. 0950-1009-002
SCALE: 1" = 50'

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 ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.

George H. Guttenger and
 wife Leona Guttenger to
 Darlene Holtkamp et vir Raymond F. Holtkamp
 66,965.4 acre remainder
 of a called 68,965.4 acres
 volume 2084 page 1394 F.B.C.D.R.
 November 29, 1988

Unlocatable unspecified width easement
 Volume 110, Page 182 F.B.C.D.R.
 August 5, 1925

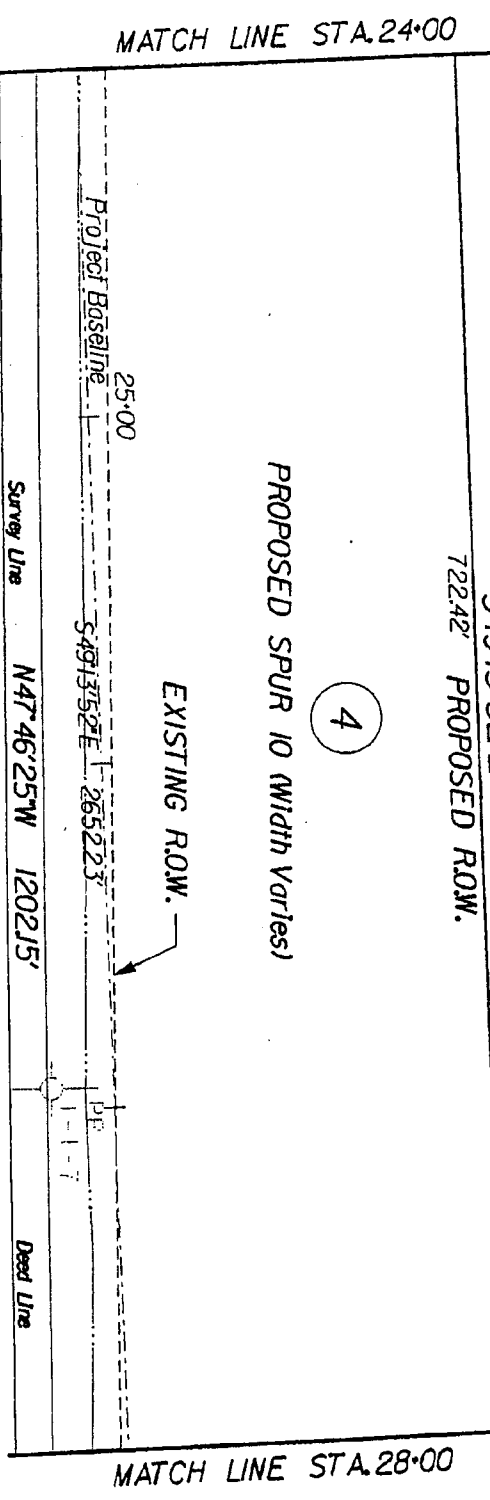
Unlocatable unspecified width easement
 Volume 465, Page 773 F.B.C.D.R.
 April 6, 1967

Unlocatable unspecified width easement
 File Number 9882534 F.B.C.D.P.R.
 September 22, 1998

S49°13'52"E 1203.06'
 7224' PROPOSED ROW.

PROPOSED SPUR 10 (width varies)

EXISTING ROW.



HARTLEDGE ROAD (width varies) No Record Information Found

H. & T. C. R. R. S U R V E Y
 A - 2 1 0

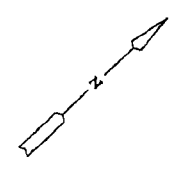
MRS. PEARL HARTLEDGE TO
 WILLIE H. LAMENSKY, ET UX
 77.4 ACRE REMAINDER
 OF A CALLED 79.4 ACRES
 VOLUME 231, PAGE 75, F.B.C.D.R.
 NOVEMBER 1, 1945

- o FOUND 5/8" IRON ROD (Unless otherwise noted)
- SET 5/8" IRON ROD (Unless otherwise noted)
- FOUND 5/8" IRON ROD W/TXDOT AL. DISC
- SET 5/8" IRON ROD W/TXDOT AL. DISC

Sheet 5 of 7

- 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 ARE SURFACE AND MAY BE CONVERTED TO GRID BY THE SURVEYOR. SURFACE AND GRID DISTANCES DIFFER BY A FACTOR OF 1.00013.

PARCEL PLAT
 SHOWING
 PARCEL 4:
 SPUR 10
 FORT BEND COUNTY
 RCSJ 0187-05-053
 LJA ENGINEERING & SURVEYING, INC. MAY, 2004
 PROJECT NO. 0950-1009-002
 SCALE: 1" = 50'



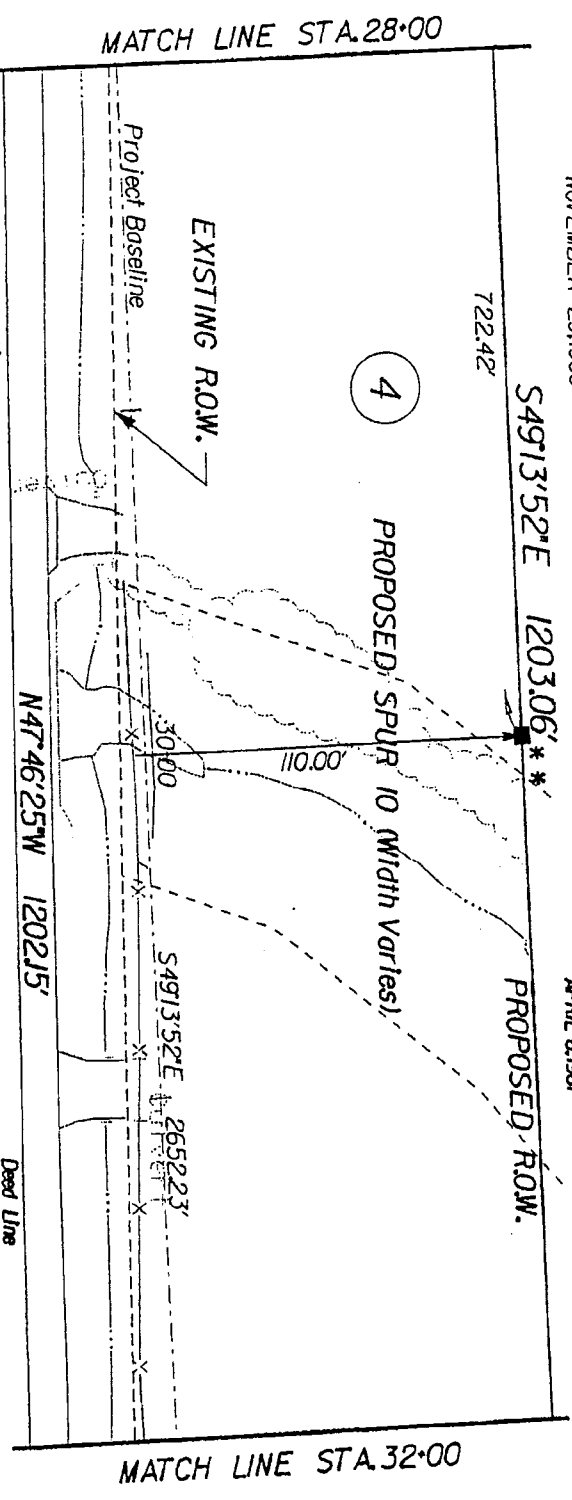
J. M. COOPER SURVEY
A-707

GEORGE H. GUTTENBERGER AND
WIFE LEONA GUTTENBERGER TO
DARLENE HOLTkamp, ET VIR RAYMOND F. HOLTkamp
66.9654 ACRE REMAINDER
OF A CALLED 68.9654 ACRES
VOLUME 2084, PAGE 1394, F.B.C.O.R.
NOVEMBER 29, 1988

Houston Pipeline Co.
Uncertifiable unspecified width easement
Volume 102, Page 182, F.B.C.D.R.
AUGUST 5, 1925

Houston Lighting and Power Co
Uncertifiable unspecified width easement
File Number 9882534, F.B.C.O.P.R.
SEPTEMBER 22, 1998

Houston Lighting and Power Co
Uncertifiable unspecified width easement
File Number 9882534, F.B.C.O.P.R.
SEPTEMBER 22, 1998



Survey Line
HARTLEDGE ROAD (Width Varies) No Record Information Found
H. & T. C. A. R. R. O. SURVEY
A-210

MRS. PEARL HARTLAGE TO
WILLIE H. LAMENSKY, ET UX
77.4 ACRE REMAINDER
OF A CALLED 79.4 ACRES
VOLUME 231, PAGE 75, F.B.C.D.R.
NOVEMBER 1, 1945

NOTE:

- * * THE MONUMENT DESCRIBED & SET IN THIS CALL MAY BE REPLACED WITH A 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
- o FOUND 5/8" IRON ROD (Unless otherwise noted)
- o SET 5/8" IRON ROD
- o FOUND 5/8" IRON ROD W/TxDOT AL. DISC
- o SET 5/8" IRON ROD W/TxDOT AL. DISC

Sheet 6 of 7

NOTES:
1. PROPERTY DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT BY THE UNDERSIGNED, DATED MAY, 2004.
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PARCEL PLAT
SHOWING
PARCEL 4:
SPUR 10
FORT BEND COUNTY
RCSJ 0187-05-053
LUA ENGINEERING & SURVEYING, INC. MAY, 2004
PROJECT NO. 0950-1009-002
SCALE 1" = 50'

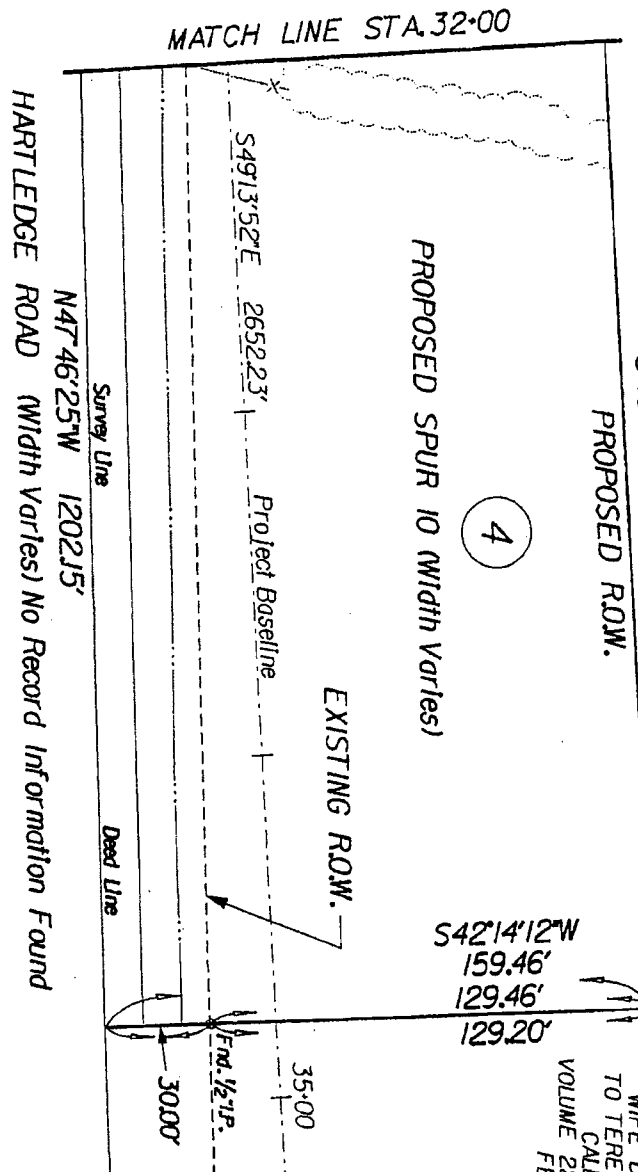
J. M. COOPER SURVEY
A-707

Houston Lighting and Power Co
Unlocatable unspecified width easement
File Number 9882534.F.B.C.D.R.
SEPTEMBER 22, 1998

GEORGE H. GUTTENBERGER AND
WIFE LEONA GUTTENBERGER TO
DARLENE HOLTkamp, ET VIR RAYMOND F. HOLTkamp
66.9654 ACRE REMAINDER
OF A CALLED 68.9654 ACRES
VOLUME 2084, PAGE 1394, F.B.C.D.R.
NOVEMBER 29, 1988

Unlocatable unspecified width easement
Volume 485, Page 713, F.B.C.D.R.
APRIL 6, 1967 Houston Pipeline Co.
Unlocatable unspecified width easement
Volume 100, Page 182, F.B.C.D.R.
AUGUST 5, 1925

R.F. HOLTkamp AND
WIFE DARLENE HOLTkamp
TO TERESA HOLTkamp MARCH
CALLED 200 ACRES
VOLUME 2279, PAGE 506, F.B.C.D.R.
FEBRUARY 6, 1991



H. & T. C. R. R. I. O. SURVEY
A-210

MRS. PEARL HARTLEDGE TO
WILLIE H. LAMENSKI, ET UX
77.4 ACRE REMAINDER
OF A CALLED 79.4 ACRES
VOLUME 231, PAGE 75, F.B.C.D.R.
NOVEMBER 1, 1945

HARTLEDGE ROAD (Width Varies) No Record Information Found

- 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/1XDOT AL. DISC
- o SET 5/8" IRON ROD W/1XDOT AL. DISC

NOTES:
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MAY BE CONVERTED TO GRID BY DIVIDING BY A
COMBINED ADJUSTMENT FACTOR OF 1.00013.

PARCEL PLAT
SHOWING

PARCEL 4:

SPUR 10

FORT BEND COUNTY

RCSJ 0187-05-053

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: 1015733004	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: Raymond F. Holtkamp Darlene Holtkamp Patricia Holtkamp Teresa March Raymond F. Holtkamp					
F. Name & Address of Lender:					
G. Property Location: Property Address Spur 10 - Parcel No. 4 Texas Metes & Bounds Being a 3.9794 acre parcel of land, located in the J.M. Cooper Survey, Abstract 707, Fort Bend County, Texas, and being more particularly described by metes 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	\$81,289.00	401. Contract sales price	\$81,289.00		
102. Personal property		402. Personal property			
103. Settlement charges to borrower (line 1400)	\$803.95	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	\$82,092.95	420. Gross Amount Due to Seller	\$81,289.00		
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)	\$82,092.95	601. Gross amount due to seller (line 420)	\$81,289.00		
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	\$82,092.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$81,289.00		

L. Settlement Charges			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700.	Total Sales/Broker's Commission			
	Division of commission (line 700) as follows:			
701.				
702.				
703.	Commission paid at settlement			
704.				
800. Items Payable in Connection with Loan				
801.	Loan origination fee			
802.	Loan discount			
803.	Appraisal fee			
804.	Credit report			
805.	Lender's inspection fee			
806.	Mortgage insurance application fee			
807.	Assumption fee			
808.				
809.				
810.				
811.				
812.				
813.				
900. Items Required by Lender to Be Paid in Advance				
901.	Interest from			
902.	Mortgage insurance premium for			
903.	Hazard insurance premium for			
904.				
905.				
1000. Reserves Deposited with Lender				
1001.	Hazard insurance			
1002.	Mortgage insurance			
1003.	City property taxes			
1004.	County property taxes			
1005.	Annual assessments			
1006.				
1007.				
1008.				
1009.				
1100. Title Charges				
1101.	Settlement or closing fee			
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		\$717.00	
	Includes above item numbers:			
1109.	Lender's coverage			
1110.	Owner's coverage	\$81,289.00	\$717.00	
1111.				
1112.	Tax Certificate to Stewart Title Company		\$64.95	
1113.	Courier 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)		\$803.95	\$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).

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required to provide the Settlement Agent with your correct taxpayer identification number.

If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Raymond F. Holtkamp

Darlene Holtkamp

Patricia Holtkamp

Teresa March

Raymond F. Holtkamp

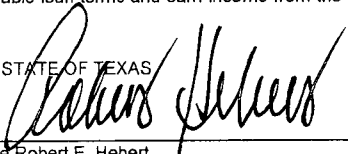
CERTIFICATION:

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, if any, in this transaction appearing on this HUD-1 Settlement Statement 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
Fort Bend County Judge

10-5-2012

Raymond F. Holtkamp

Darlene Holtkamp

Patricia Holtkamp

Teresa March

Raymond F. Holtkamp

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):

Raymond F. Holtkamp

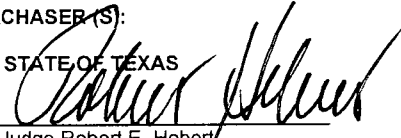
Darlene Holtkamp

Patricia Holtkamp

Teresa March

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.1015733004

Brief Description of Property:

Being a 3.9794 acre (173,343 square feet) parcel of land, located in the J.M. Cooper Survey, Abstract 707, Fort Bend County, Texas, and being out of and a part of a 66.9654 acre remainder of that certain called 68.9654 acre tract of land conveyed from George H. Guttenberger and wife, Leona Guttenberger to Darlene Holtkamp, et vir Raymond F. Holtkamp by instrument of record dated November 29, 1988 and recorded in Volume 2084, Page 1394 of the Official Records of Fort Bend County, Texas

THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:

1. Waiver of Inspection.

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1 AND PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

3. Survey.

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. Arbitration.

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

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

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of October, 5, 2012.

THE STATE OF TEXAS

By: 

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

GF No.:1015733004

Spur 10, Parcel 4

Brief Description of Property:

Being a 3.9794 acre (173,343 square feet) parcel of land, located in the J.M. Cooper Survey, Abstract 707, Fort Bend County, Texas, and being out of and a part of a 66.9654 acre remainder of that certain called 68.9654 acre tract of land conveyed from George H. Guttenberger and wife, Leona Guttenberger to Darlene Holtkamp, et vir Raymond F. Holtkamp by instrument of record dated November 29, 1988 and recorded in Volume 2084, Page 1394 of the Official Records of Fort Bend County, Texas

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

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

SELLER(S):

Raymond F. Holtkamp

Darlene Holtkamp

Patricia Holtkamp

Teresa March

PURCHASER (S):

THE STATE OF TEXAS

By: 

Judge Robert E. Hebert
Fort Bend County Judge

10-5-2012

70/M.Ashworth

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. 1015733004

Taxpayer I. D. No. _____

SELLER'S NAME and MAILING ADDRESS

Raymond F. Holtkamp, Darlene Holtkamp, Patricia Holtkamp and Teresa March

TRANSACTION INFORMATION

Closing Date: _____, _____, 2012

Brief Description of Property:

Being a 3.9794 acre (173,343 square feet) parcel of land, located in the J.M. Cooper Survey, Abstract 707, Fort Bend County, Texas, and being out of and a part of a 66.9654 acre remainder of that certain called 68.9654 acre tract of land conveyed from George H. Guttenberger and wife, Leona Guttenberger to Darlene Holtkamp, et vir Raymond F. Holtkamp by instrument of record dated November 29, 1988 and recorded in Volume 2084, Page 1394 of the Official Records of Fort Bend County, Texas

Contract Sales Price: \$81,289.00

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):

Raymond F. Holtkamp

Darlene Holtkamp

Patricia Holtkamp

Teresa March

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title GF No.1015733004

Brief Description of Property:

Being a 3.9794 acre (173,343 square feet) parcel of land, located in the J.M. Cooper Survey, Abstract 707, Fort Bend County, Texas, and being out of and a part of a 66.9654 acre remainder of that certain called 68.9654 acre tract of land conveyed from George H. Guttenberger and wife, Leona Guttenberger to Darlene Holtkamp, et vir Raymond F. Holtkamp by instrument of record dated November 29, 1988 and recorded in Volume 2084, Page 1394 of the Official Records of Fort Bend County, Texas

BEFORE ME, the undersigned authority, on this day personally appeared
Raymond F. Holtkamp, 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):

Raymond F. Holtkamp

Dariene Holtkamp

Patricia Holtkamp

Teresa March

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

Notary Public in and for
The State of Texas