

# PAS Property Acquisition Services , LLC

10/1/12

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

9-25-2012  
AGENDA ITEM

43B parcel 4D

**Re: Spur 10 (90/10 Project) – Funding Request  
Parcel 040 part 1&2 – Calvin Band, Leona Band Hausler, Shirley Band Hyatt,  
Larry Band & Cynthia Band Stegemiller**

Dear Ms. Batts:

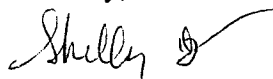
Please find enclosed the following referenced documents for signature and your review:

- 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 FBC  
Jannene  
WJ*

*copy received*

**Right of Way  
Invoice Transmittal**

<b>Date</b>	October 1, 2012		
<b>Requested By</b>	Property Acquisition Services		
<b>Project Number</b>			
<b>Road Name</b>	Spur 10	<b>Parcel #</b>	040 pts 1&2
<b>Type of Expense</b>	<input checked="" type="checkbox"/> Acquisition	<input type="checkbox"/> Condemnation	<input type="checkbox"/> Litigation Expense <input type="checkbox"/> Pipeline
<b>Reimbursable Expense</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Agency</b>	TxDOT
<b>Payee Vendor #</b>	13290	<b>W-9 Required prior to closing for payment***</b>	
<b>Payee</b>	Stewart Title Company		
<b>Payee's Address</b>	14100 Southwest Frwy, Ste 200; 77478		
<b>Tax ID #</b>	On File		
<b>Amount of Check</b>	\$87,641.95		
<b>Date Check is Needed By</b>	October 16, 2012	<b>Closing Date</b>	October 17, 2012
<b>Return Check To</b>	Paulette @ Engineering		
<b>Description</b>	Parcel 040 pts 1&2 - Calvin Band, Leona Band Hausler, Shirley Band Hyatt, Larry Band & Cynthia Band Stegemiller - 4.8824 acres out of A.J. James Survey, Abstract 37, Ft Bend County, Texas		
<b>Comments</b>			
<b>Accounting Unit</b>	100685888	<b>Account</b>	64500
<b>Activity</b>	P685-06ROWPURCH	<b>Account Category</b>	32000
<b>Purchase Order Number</b>			
<b>Requires CCT Approval?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Commissioner's Court Approval Date</b>	September 25, 2012		
<b>Reviewed by Requestor</b>	<u>Name</u> Mark Davis	<u>Date</u> October 1, 2012	
<b>Reviewed by Co. Attorney</b>	<i>W.H. Vidor</i>	<i>10/3/12</i>	
<b>Reviewed by Engineering</b>	<i>Paulette Batts</i>	<i>10-2-12</i>	
<b>Reviewed by Co. Auditor</b>			

\*\*\*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

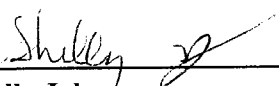
Amount of Check: **\$87,641.95**

Description: Parcel 040 pts 1&2 - Calvin Band, Leona Band Hausler,  
Shirley Band Hyatt, Larry Band & Cynthia Band Stegemiller -  
4.8824 acres out of A.J. James Survey, Abstract 37, Ft Bend  
County, Texas

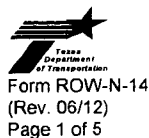
Comments:

**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 040 parts 1&2

**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 & 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 **EIGHTY SIX THOUSAND SEVEN HUNDRED NINTY NINE Dollars (\$86,799.00)** 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 A. Band

**CYNTHIA BAND STEGEMILLER**

\_\_\_\_\_  
By: Cynthia Band Stegemiller

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**Acknowledgement**

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by Calvin Band.

\_\_\_\_\_  
Notary Public's Signature

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**Acknowledgement**

State of Texas

County of \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public's Signature

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**Acknowledgement**

State of Texas

County of \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public's Signature

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**Acknowledgement**

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by Larry A. Band.

\_\_\_\_\_  
Notary Public's Signature

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**Acknowledgement**

State of Texas

County of \_\_\_\_\_

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

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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. 40

Being a 4.8824 acre (212,679 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 120.7273 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 4.8824 acre parcel being more particularly described in two (2) parts as follows:

PART 1

COMMENCING for reference at a 1/2-inch iron pipe found marking the most easterly corner of that certain called 1.00 acre tract of land conveyed from Gilbert Band, Calvin Band and Leona Hausler to Larry A. Band and wife, Linda Band by instrument of record dated March 16, 1977 and recorded in Volume 716, Page 635 of said F.B.C.D.R.; thence as follows:

North 47° 52' 58" West, along the northeasterly line of that certain called 2.00 acre tract of land conveyed from Gilbert Band and Leona Band Hausler to Larry Band and Linda Band by instrument of record dated September 20, 1989 and recorded in Volume 2156, Page 364 of said F.B.C.O.R., a distance of 480.00 feet to a point, same being the north corner of said 2.00 acres;

South 42° 06' 01" West, along the northwesterly line of said 2.00 acres, a distance of 106.20 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=2,976,959.25, Y=13,740,587.22;

Exhibit A

- 1) THENCE, SOUTH 42° 06' 01" West, at 166.69 feet pass the west corner of said 2.00 acres and the existing northeasterly right-of-way line of Gerken Road (width varies), continuing in all a distance of 196.69 feet to a point for corner on the common line of aforementioned A.J. James Survey and the William Leech Survey, Abstract 281, also being the southwesterly line of aforementioned 155 acres;;
- 2) THENCE, NORTH 47° 56' 13" West, along said common survey line and the southwesterly line of said 155 acres, a distance of 376.52 feet to a point for corner;
- 3) THENCE, NORTH 48° 52' 27" West, continuing along said common survey line and the southwesterly line of said 155 acre tract, a distance of 263.53 feet to a point for corner;
- 4) THENCE, NORTH 00° 06' 12" East, at 39.76 feet pass the aforementioned northeasterly right-of-way line of Gerken Road, same being the southeast 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 with the common line of said 120.7273 acre remainder and said 4.247 acre tract, a total distance of 298.64 feet to a 5/8-inch iron with TxDOT aluminum disc set for corner on the aforementioned proposed northeasterly right-of-way line of SP 10;
- 5) THENCE, SOUTH 46° 30' 00" East, along said proposed northeasterly right-of-way line of SP 10, a distance of 840.08 feet to the POINT OF BEGINNING and containing 3.5187 acres (153,276 square feet) of land.

PART 2

COMMENCING for reference at a 1/2-inch Iron pipe found marking the north corner of that certain called 2.00 acre tract conveyed from Gilbert Band and Calvin Band to Leona Band Hausler by instrument of record dated September 20, 1989 and recorded in Volume 2156, Page 367 of said F.B.C.O.R.; thence as follows:

Exhibit A

South 47° 52' 58" East, along the northeasterly common line of said 2.00 acres, a distance of 320.00 feet to a point, same being the east corner of said 2.00 acres;

South 42° 06' 01" West, continuing with the southeasterly common line of said 2.00 acres, a distance of 112.97 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 and the POINT OF BEGINNING, having surface coordinates of X=2,977,785.50, Y=13,739,831.07;

- 1) THENCE, SOUTH 47° 49' 27" East, along said proposed northeasterly right-of-way line of SP 10, a distance of 314.69 feet to a 5/8-inch iron rod with TxDOT aluminum disc set for corner on the northwesterly line of that certain called 2.00 acre tract of land conveyed from Gilbert Band and Leona Band Hausler to Calvin Band by instrument of record dated September 20, 1989 and recorded in Volume 2156, Page 370 of said F.B.C.O.R.;
- 2) THENCE, SOUTH 41° 52' 59" West, at 158.25 feet pass the west corner of said 2.00 acres and the existing northeasterly right-of-way line of Gerken Road (width varies), continuing in all a distance of 188.25 feet to a point for corner on the aforementioned common line of the A.J. James Survey and the William Leech Survey, also being on the southwesterly line of aforementioned 155 acres;
- 3) THENCE, NORTH 47° 56' 13" West, along said common survey line and the southwesterly line of said 155 acres, a distance of 315.40 feet to a point for corner;
- 4) THENCE, NORTH 42° 06' 01" East, at 30.00 feet pass the south corner of aforementioned 2.00 acres conveyed to Leona Band Hausler and the existing northeasterly right-of-way line of Gerken Road, continuing with the southeasterly line of said 2.00 acres, a distance of 188.86 feet to the POINT OF BEGINNING and containing 1.3637 acres (59,403 square feet) of land.

Said Part 1 and Part 2 containing a total of 4.8824 acres (212,679 square feet), of which 0.6672 of one acre (29,061 square feet) lies within the existing right-of-way of Gerken Road.

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

A . J . J A M E S S U R V E Y  
A - 3 7

MAX BAND, ET AL  
TO LOUIS BAND  
SECOND TRACT  
1207273 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  
1207273 AC. REMAINDER OF A  
CALLED 155 ACRES  
(UNDIVIDED INTEREST)  
VOLUME 562, PAGE 296, F.B.C.D.R.  
FEBRUARY 28, 1972

LOUIS BAND TO  
GILBERT BAND, ET AL  
1207273 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  
1207273 AC. REMAINDER OF A  
CALLED 155 ACRES  
(UNDIVIDED INTEREST)  
VOLUME 486, PAGE 368, F.B.C.D.R.  
AUGUST 30, 1965

SHIRLEY HATT, ET AL  
TO MARY BAND  
1207273 AC. REMAINDER OF A  
CALLED 155 ACRES  
(UNDIVIDED INTEREST)  
VOLUME 2635, PAGE 2405, F.B.C.D.R.  
MARCH 15, 1994

PROPOSED ROW.  
S46°30'00"E 840.08'

40 PART 1

PROPOSED SPUR 10 (Width Varies)

SOUTHERN PACIFIC TRANSPORTATION COMPANY  
TO HOUSTON TRACT  
VOLUME NOVEMBER 19, 1986  
H.C. CALLED  
1908, PAGE 4227 F.B.C.D.R.  
I.C. CALLED  
& POWER COMPANY  
4227 F.B.C.D.R.

NOV 06 12 E  
298.64'

S49°18'49"E 492.81' Project Baseline  
@ P.I. Sta. 184+92.69

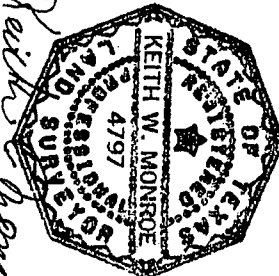
EXISTING ROW.

39.76'

GERKEN ROAD (Width Varies)  
No Record Information Found

W I L L I A M L E E C H S U R V E Y  
A - 2 8 1

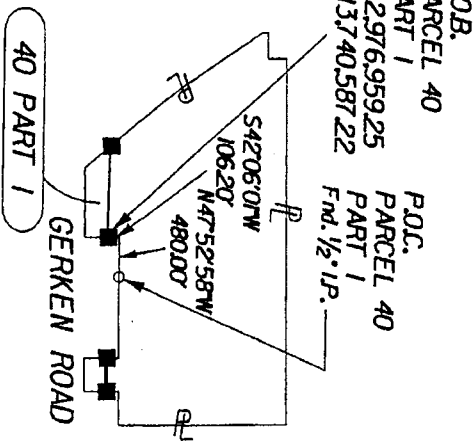
AREA WITHIN EXISTING R.O.W.  
0.6672 AC. (29,061 S.F.)  
AREA OF PROPOSED ADDIT. R.O.W.  
4.2152 AC. (183,618 S.F.)



- 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

TOTAL EXISTING	TAKING AREA		REMAINDER	
	40 PART 1	40 PART 2	LEFT	RIGHT
120.7273	3.5187 Ac. (153,276 S.F.)	1.3637 Ac. (59,403 S.F.)	115.8449	
TOTAL	4.8824 Ac. (212,679 S.F.)			

MATCH LINE STA. 185+00



NOTES:  
1. PROPERTY DESCRIPTION FOR SUBJECT TRACT INFERRED BY DECATIVE INSTRUMENT BY THE UNDERSIGNED, DATED MAY, 2004.  
2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE AND 8300 WITH COORDINATES GIVEN IN FEET. ALL HORIZONTAL DISTANCES SHOWN ARE SURFACE AND NOT BENCHMARK DISTANCES. SPUR ARE SURFACE AND COMBINED ADJUSTMENT FACTOR OF 11,000/3.

PARCEL PLAT  
SHOWING  
PARCEL 40, PARTS 1 & 2  
SPUR 10  
RCSJ 0181-05-053  
FORT BEND COUNTY  
LJA ENGINEERING & SURVEYING, INC., MAY, 2004  
PROJECT NO. 0950-1009-002  
SCALE: 1" = 50'

A. J. JAMES SURVEY  
A-37

LOUIS BAND TO GILBERT BAND, ET AL  
120723 AC. REMAINDER OF A  
CALLED 155 ACRES  
VOLUME 540, PAGE 130, F.B.C.D.R.  
FEBRUARY 9, 1971

LOUIS BAND TO GILBERT BAND, ET AL  
120723 AC. REMAINDER OF A  
CALLED 155 ACRES  
VOLUME 562, PAGE 296, F.B.C.D.R.  
FEBRUARY 28, 1972

LOUIS BAND TO GILBERT BAND, ET AL  
120723 AC. REMAINDER OF A  
CALLED 155 ACRES  
VOLUME 486, PAGE 368, F.B.C.D.R.  
AUGUST 30, 1965

SHIRLEY HAYAT, ET AL  
TO MARY BAND  
120723 AC. REMAINDER OF A  
CALLED 155 ACRES  
VOLUME 2635, PAGE 2405, F.B.C.D.R.  
MARCH 15, 1994

LOUIS BAND TO GILBERT BAND, ET AL  
120723 AC. REMAINDER OF A  
CALLED 155 ACRES  
VOLUME 562, PAGE 296, F.B.C.D.R.  
FEBRUARY 28, 1972

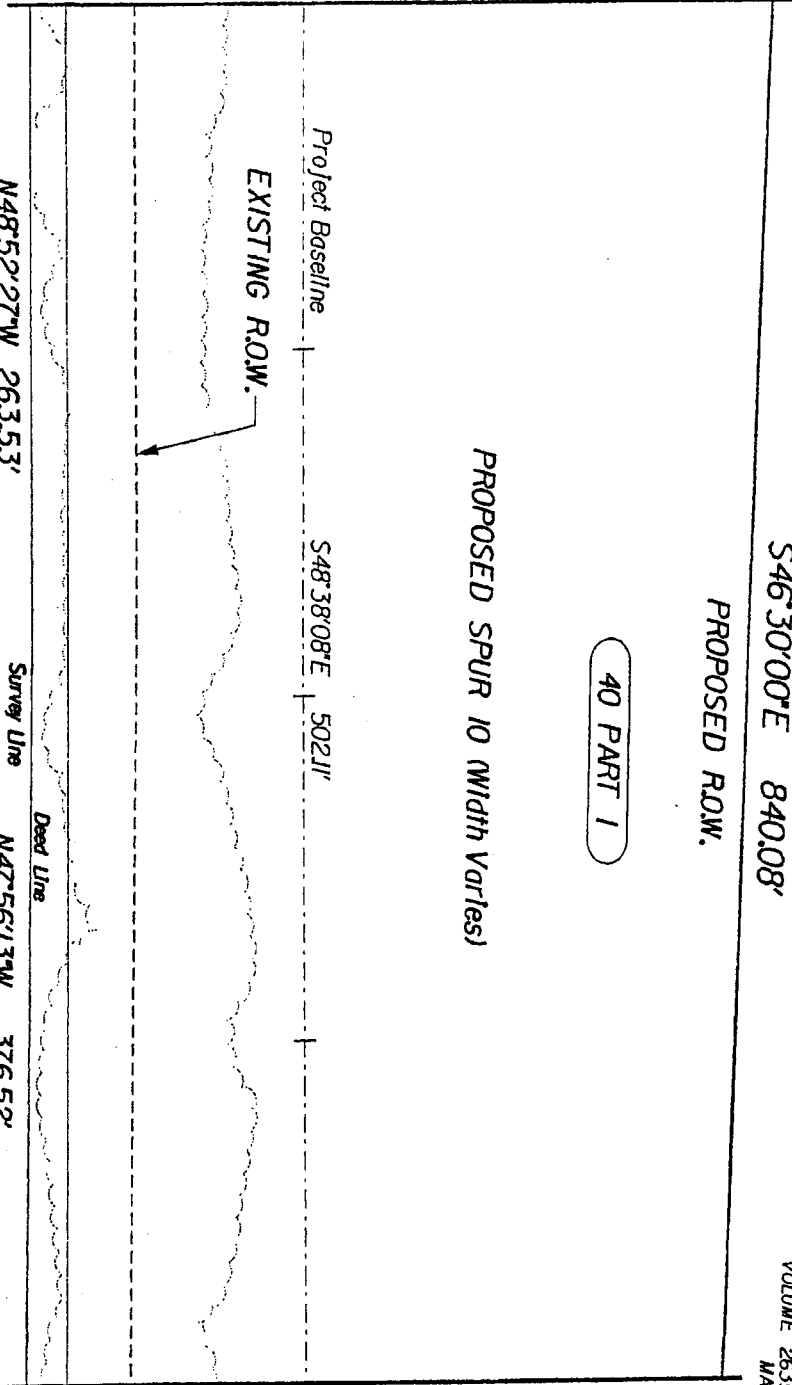
PROPOSED R.O.W.

40 PART 1

PROPOSED SPUR 10 (Width Varies)

MATCH LINE STA. 185+00

MATCH LINE STA. 189+00



N48°52'27"W 263.53' Survey Line  
N47°56'13"W 376.52' Dead Line  
GERKEN ROAD (Width Varies) No Record Information Found

WILLIAM LEACH SURVEY  
A-281

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 - ZONE 16N. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.

PARCEL PLAT  
SHOWING

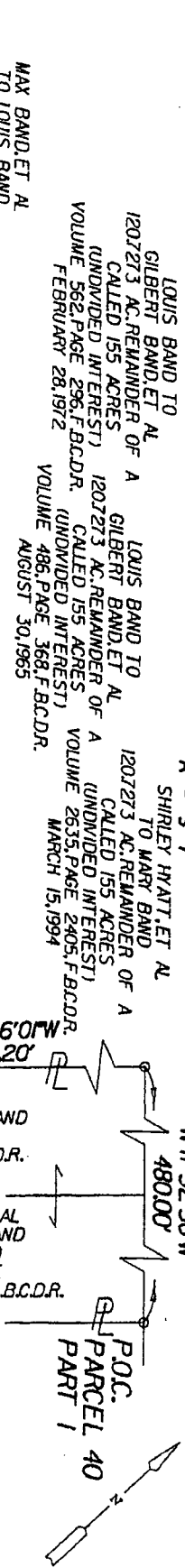
PARCEL 40, PARTS 1 & 2:

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

- 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

A. J. JAMES SURVEY

A-37

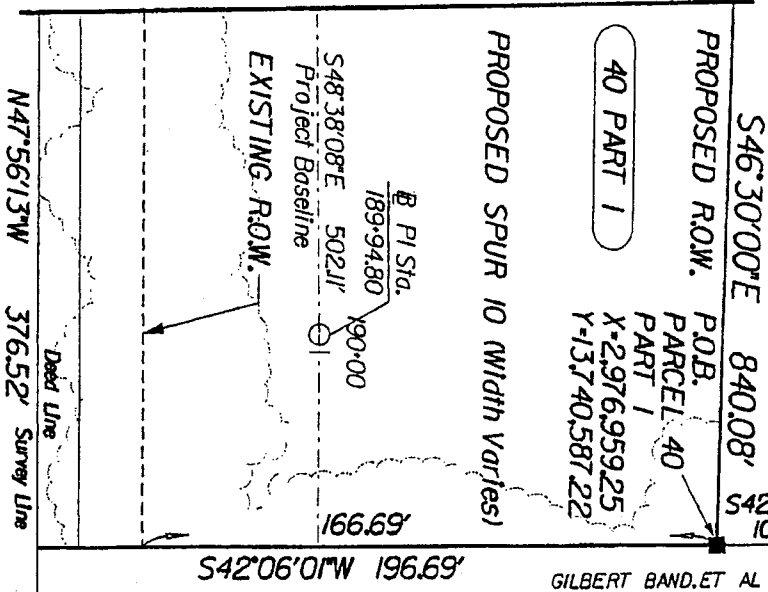


LOUIS BAND TO GILBERT BAND ET AL  
 1207273 AC. REMAINDER OF A CALLED 155 ACRES  
 (UNDIVIDED INTEREST) VOLUME 562, PAGE 296, F.B.C.D.R.  
 FEBRUARY 28, 1972

LOUIS BAND TO GILBERT BAND ET AL  
 1207273 AC. REMAINDER OF A CALLED 155 ACRES  
 (UNDIVIDED INTEREST) VOLUME 540, PAGE 130, F.B.C.D.R.  
 FEBRUARY 9, 1971

MAX BAND ET AL TO LOUIS BAND SECOND TRACT  
 1207273 AC. REMAINDER OF A CALLED 155 ACRES  
 (UNDIVIDED INTEREST) VOLUME 540, PAGE 130, F.B.C.D.R.  
 FEBRUARY 9, 1971

MATCH LINE STA. 189+00



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

- 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 7 of 9

GILBERT BAND, ET AL TO LARRY BAND AND LINDA BAND  
 CALLED 200 ACRES  
 VOLUME 2156, PAGE 364, F.B.C.D.R.  
 SEPTEMBER 20, 1989

GILBERT BAND, ET AL TO LARRY A. BAND AND WIFE LINDA BAND  
 CALLED 100 ACRE  
 VOLUME 716, PAGE 635, F.B.C.D.R.  
 MARCH 16, 1977

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.

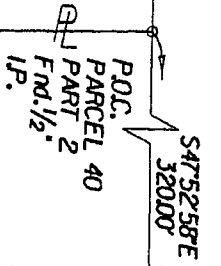
PARCEL PLAT SHOWING

PARCEL 40, PARTS 1 & 2

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

LEONA B. HAUSLER TO  
ROBERT J. HAUSLER, JR.  
CALLED 100 ACRE  
FILE NUMBER 2000007849, F.B.C.D.P.R.  
JANUARY 27, 2000

GILBERT BAND, ET AL  
TO LEONA BAND HAUSLER  
CALLED 2.00 ACRES  
VOLUME 2156, PAGE 367, F.B.C.O.R.  
SEPTEMBER 20, 1989



A. J. JAMES SURVEY  
A-37

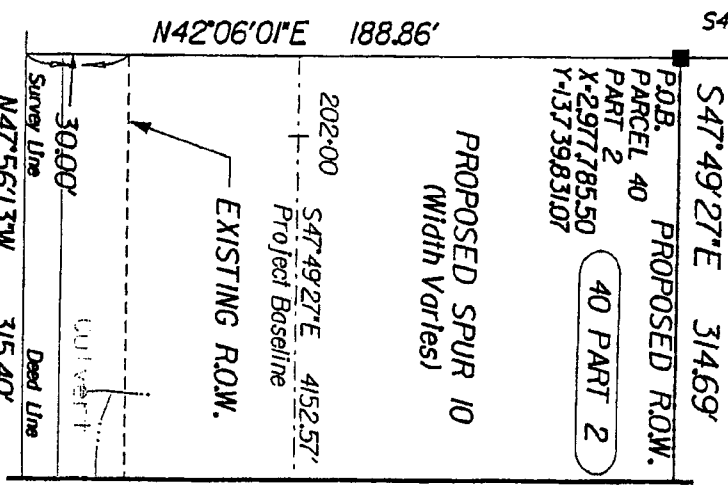
MAX BAND, ET AL  
TO LOUIS BAND  
SECOND TRACT  
CALLED 155 ACRES  
VOLUME 772, PAGE 81, F.B.C.D.R.  
NOVEMBER 12, 1937

LOUIS BAND TO  
GILBERT BAND, ET AL  
CALLED 155 ACRES  
(UNDIVIDED INTEREST)  
VOLUME 562, PAGE 296, F.B.C.D.R.  
FEBRUARY 28, 1972

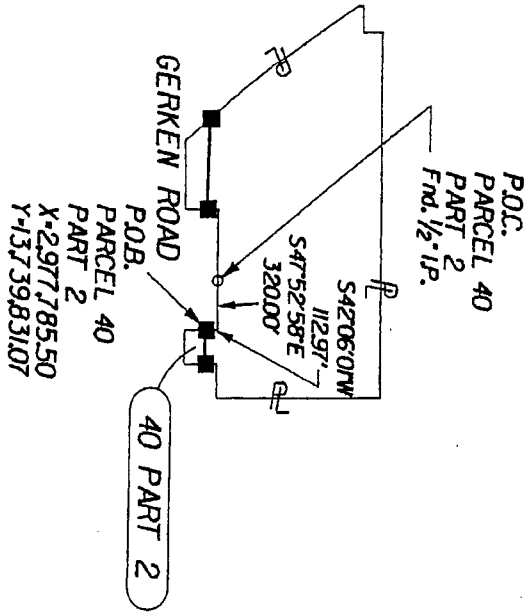
SHIRLEY HRATT, ET AL  
TO MARY BAND  
CALLED 155 ACRES  
(UNDIVIDED INTEREST)  
VOLUME 2635, PAGE 2405, F.B.C.O.R.  
MARCH 15, 1994

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

LOUIS BAND TO  
GILBERT BAND, ET AL  
CALLED 155 ACRES  
(UNDIVIDED INTEREST)  
VOLUME 540, PAGE 1301, F.B.C.D.R.  
FEBRUARY 9, 1971



MATCH LINE STA. 203+00



GERKEN ROAD (Width Varies) No Record Information Found

WILLIAM A. LEECH SURVEY

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

Sheet 8 of 9

PARCEL PLAT  
SHOWING

PARCEL 40, PARTS 1 & 2:

SPUR 10  
RCSJ 0187-05-053  
FORT BEND COUNTY  
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 1, 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 UNADJUSTED POINT DATA SHOWN ARE SURFACE DATA. UNADJUSTED POINT DATA SHOWN ARE SURFACE DATA. COMBINED ADJUSTMENT FACTOR OF 11,000:3.

MAX BAND, ET AL  
TO LOUIS BAND  
SECOND TRACT  
1207273 AC. REMAINDER OF A  
CALLED 155 ACRES  
VOLUME 172, PAGE 81, F.B.C.D.R.  
NOVEMBER 12, 1937

A. J. JAMES  
A-37

SURVEY

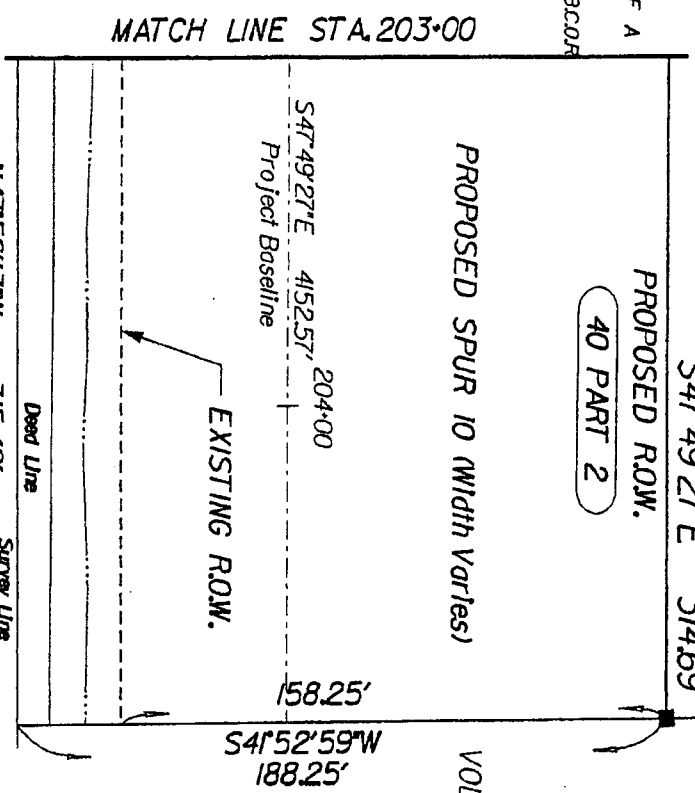
LOUIS BAND TO  
GILBERT BAND, ET AL  
CALLED 155 ACRES  
(UNDIVIDED INTEREST)  
VOLUME 540, PAGE 130, F.B.C.D.R.  
FEBRUARY 9, 1971

LOUIS BAND TO  
GILBERT BAND, ET AL  
CALLED 155 ACRES  
(UNDIVIDED INTEREST)  
VOLUME 562, PAGE 296, F.B.C.D.R.  
FEBRUARY 28, 1972

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

SHIRLEY HAYT, ET AL  
TO MARY BAND  
1207273 AC. REMAINDER OF A  
CALLED 155 ACRES  
(UNDIVIDED INTEREST)  
VOLUME 2635, PAGE 2405, F.B.C.D.R.  
MARCH 15, 1994

GILBERT BAND, ET AL  
TO CALVIN BAND  
CALLED 200 ACRES  
VOLUME 2156, PAGE 370, F.B.C.D.R.  
SEPTEMBER 20, 1989



MATCH LINE STA. 203+00

PROPOSED SPUR 10 (Width Varies)

PROPOSED R.O.W.

40 PART 2

Project Baseline

EXISTING R.O.W.

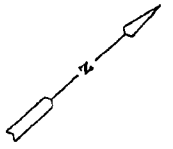
Dead Line

Survey Line

N47°56'13\"/>

WILLIAM LEETCH SURVEY

GERKEN ROAD (Width Varies) No Record Information Found



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 NAD 83 DATUM. HORIZONTAL DISTANCES ARE GIVEN IN FEET AND VERTICAL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.

PARCEL PLAT  
SHOWING

PARCEL 40, PARTS 1 & 2

SPUR 10

FORT BEND COUNTY

RCS4 0187-05-053

LJA ENGINEERING & SURVEYING, INC. MAY, 2004

PROJECT NO. 0950-1009-002

SCALE: 1" = 50'

- 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

**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: 1015733040	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 Hausier  
Shirley Band Hyatt  
Larry A. Band  
Cynthia Band Stegemiller

**F. Name & Address of Lender:**

**G. Property Location:** Property Address  
Spur 10 - Parcel No. 40 Texas

Metes & Bounds  
Being a 4.8824 acre parcel of land, located in the A.J. James Survey, Abstract 37, 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

<b>J. Summary of Borrower's Transaction</b>		<b>K. Summary of Seller's Transaction</b>	
<b>100. Gross Amount Due from Borrower</b>		<b>400. Gross Amount Due to Seller</b>	
101. Contract sales price	\$86,799.00	401. Contract sales price	\$86,799.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$842.95	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
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.	
<b>120. Gross Amount Due from Borrower</b>	<b>\$87,641.95</b>	<b>420. Gross Amount Due to Seller</b>	<b>\$86,799.00</b>
<b>200. Amounts Paid by or in Behalf of Borrower</b>		<b>500. Reductions in Amount Due to Seller</b>	
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.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
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.	
<b>220. Total Paid by/for Borrower</b>	<b>\$0.00</b>	<b>520. Total Reduction Amount Due Seller</b>	<b>\$0.00</b>
<b>300. Cash at Settlement from/to Borrower</b>		<b>600. Cash at Settlement to/from Seller</b>	
301. Gross amount due from borrower (line 120)	\$87,641.95	601. Gross amount due to seller (line 420)	\$86,799.00
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	\$87,641.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$86,799.00

<b>L. Settlement Charges</b>				
		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.				
<b>800. Items Payable in Connection with Loan</b>				
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.				
<b>900. Items Required by Lender to Be Paid In Advance</b>				
901.	Interest from			
902.	Mortgage insurance premium for			
903.	Hazard insurance premium for			
904.				
905.				
<b>1000. Reserves Deposited with Lender</b>				
1001.	Hazard insurance			
1002.	Mortgage insurance			
1003.	City property taxes			
1004.	County property taxes			
1005.	Annual assessments			
1006.				
1007.				
1008.				
1009.				
<b>1100. Title Charges</b>				
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		\$756.00	
	Includes above item numbers:			
1109.	Lender's coverage			
1110.	Owner's coverage	\$86,799.00	\$756.00	
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	
<b>1200. Government Recording and Transfer Charges</b>				
1201.	Recording fees:			
1202.	City/county tax/stamps:			
1203.	State tax/stamps:			
1204.				
1205.				
1206.				
<b>1300. Additional Settlement Charges</b>				
1301.	Survey			
1302.	Pest inspection			
1303.				
1304.				
1305.				
1306.				
1307.				
1400.	<b>Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>		<b>\$842.95</b>	<b>\$0.00</b>

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.

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Calvin Band

---

Leona Band Hausler

---

Shirley Band Hyatt

---

Larry A. Band

---

Cynthia Band Stegemiller

**CERTIFICATION:**

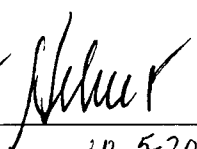
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The 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

\_\_\_\_\_  
Calvin Band

\_\_\_\_\_  
Leona Band Hausler

\_\_\_\_\_  
Shirley Band Hyatt

\_\_\_\_\_  
Larry A. 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 prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

**SELLER(S):**

\_\_\_\_\_  
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.1015733040

### **Brief Description of Property:**

4.8824 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.**

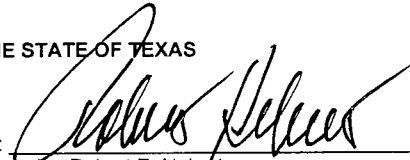
You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title

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.:1015733040**

**Spur 10, Parcel 40 Pt 1&2**

**Brief Description of Property:**

4.8824 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):**

\_\_\_\_\_  
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



**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. 1015733040

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:**

4.8824 acre tract, more or less, out of the A.J. James Survey, Abstract No. 37, Fort Bend County, Texas

Contract Sales Price: \$86,799.00

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.1015733040

### Brief Description of Property:

4.8824 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