



PAS Property Acquisition Services, LLC

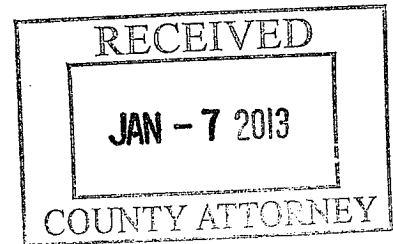
January 4, 2013

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

AGENDA ITEM

12-4-12

3581



**Re: Kroesche Road – Funding Request
Parcel 1 – Syed Mudassir Hussain**

Dear Ms. Batts:

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

- Original Check Request
- Original Deed for County Attorney Review
- Original Title Company Documents/Disclosures:
 - Settlement Statement
 - Waiver of Inspection & Disclosure to Owner
 - Tax Agreement
 - Buyer Correspondence Information Form
 - Info for Real Estate 1099-S Report Filing
 - Affidavit as to Debts, Liens, & Possession

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

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

Sincerely,

Shelly Johnson
Project Coordinator

Enclosures

*Approved as to
form and content
by FBCE
1/7/13
WJH*

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested: January 4, 2013

Check Needed By: January 16, 2013

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: Kroesche Road

Payee: **Stewart Title Company**

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

Payee's Tax ID/SS #: On File

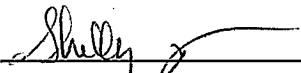
Amount of Check: **\$4,080.95**

Description: Parcel 1 - Syed Mudassir Hussain - 0.212 acres out of CN
Simpson Survey, Abstract A-485, Ft Bend County, Texas

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



Shelly Johnson

**Right of Way
Invoice Transmittal**

Date	January 4, 2013		
Requested By	Property Acquisition Services		
Project Number			
Road Name	Kroesche Road	Parcel #	1
Type of Expense	<input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> Condemnation <input type="checkbox"/> Litigation Expense <input type="checkbox"/> Pipeline		
Reimbursable Expense	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Agency County
Payee Vendor #	13290	W-9 Required prior to closing for payment***	
Payee	Stewart Title Company		
Payee's Address	14100 Southwest Frwy, Ste 200		
Tax ID #	Sugar Land, TX 77478		
Amount of Check	\$4,080.95		
Date Check is Needed By	January 16, 2013	Closing Date	January 17, 2013
Return Check To	Paulette @ Engineering		
Description	Parcel 1 - Syed Mudassir Hussain - 0.212 acres out of CN Simpson Survey, Abstract A-485, Ft Bend County, Texas		
Comments			
Accounting Unit	100685888	Account 64500	
Activity	P685- ¹³ 00 ROWPURCH	Account Category 32000	
Purchase Order Number			
Requires CCT Approval?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Commissioner's Court Approval Date	December 4, 2012		
	<u>Name</u>	<u>Date</u>	
Reviewed by Requestor	Mark Davis	January 4, 2013	
Reviewed by Co. Attorney	<i>W.H. Vidon</i>	<i>1/7/13</i>	
Reviewed by Engineering	<i>Paulette B. alt</i>	<i>1-7-13</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

35. Reconvene Open Session and consider taking action on the following matters:**A. § 551.071. Consultation With Attorney.****Patsy Schultz, CPA Hearing No. 103,241.**

Moved by Commissioner Patterson Seconded by Commissioner Meyers

Duly put and unanimously carried (5-0), it is ordered to authorize the County Attorney to incur additional litigation expenses in an amount not to exceed \$6,000.00 to assist in defending CPA Hearing No. 103,241 and to transfer funds from Contingency into the County Attorney budget for fees and services.

Judge Hebert Yes

Commissioner Morrison Yes

Commissioner Prestage Yes

Commissioner Meyers Yes

Commissioner Patterson Yes

B. § 551.072. Deliberation Regarding Real Property.**1. Kroesche Road Bridge, Precinct 1.**

Moved by Commissioner Morrison Seconded by Commissioner Prestage

Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 1 of the Kroesche Road Mobility Project in the amount of \$3,615.00 plus necessary costs not to exceed \$5,000.00 with funds from Right of Way Fund and authorize the County Judge to execute all necessary documents.

Judge Hebert Yes

Commissioner Morrison Yes

Commissioner Prestage Yes

Commissioner Meyers Yes

Commissioner Patterson Yes

2. Spur 10; Texas Department of Transportation 90/10 Reimbursement Project, Precinct 1.

Moved by Commissioner Morrison Seconded by Commissioner Prestage

Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 2 in the amount of \$83,573.00 and Parcel 49 in the amount of \$240,491.00 of the Spur 10 Mobility Project plus necessary costs not to exceed \$5,000.00 each with funds from Right of Way Fund and authorize the County Judge to execute all necessary documents.

Judge Hebert Yes

Commissioner Morrison Yes

Commissioner Prestage Yes

Commissioner Meyers Yes

Commissioner Patterson Yes

WARRANTY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

§

THAT THE UNDERSIGNED, **SYED MUDASSIR HUSSAIN** hereinafter called "Grantor", whether one or more, for an in consideration of the sum of THREE THOUSAND SIX HUNDRED FIFTEEN DOLLARS (\$3,615.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, TX, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time;: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession,

lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (except as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same 'AS IS', "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantor may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

EXECUTED this _____ day of _____, 201_.

GRANTOR:

SYED MUDASSIR HUSSAIN

Name

Printed Name

Title

Acknowledgement

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 201_, by _____.

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

EXHIBIT "A"

Field Notes for Parcel 1 (Fee Title)

Being 0.212 acres of land situated in the C. N. Simpson Survey (Abstract No. 485) in Fort Bend County, Texas, and being 0.212 acres out of and a part of that 104.823 acre tract described in a General Warranty Deed dated December 30, 2004 from Mark L. Yelderman, et al to Syad Mudassir Hussin as recorded in Official Records Instrument #2005001202 of Fort Bend County, Texas. All deed references herein are to the Fort Bend County Official Records unless otherwise noted. Metes and bounds description of said 0.212 acre parcel is as follows:

COMMENCING at a "PK" nail found in asphalt for the southeast corner of said Hussin 104.823 acre tract, said nail also being in Kroesche Road and 0.31 feet left of Engineer's Baseline Station 16+23.09, same also having State Plane Coordinates of X=2,971,792.03 and Y=13,755,859.56, **Thence** as follows:

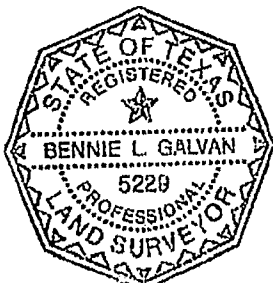
South 42 deg. 05 min. 55 sec. West, with the southeast line of said Hussin 104.823 acre tract and along Kroesche Road, a distance of 242.00 feet to a "PK" nail set for the East corner of the herein described tract and being 4.41 feet left of Engineer's Baseline Station 13+81.12, same also having State Plane Coordinates of X=2,971,629.86 and Y=13,755,679.92, said "PK" nail also being the **POINT OF BEGINNING**;

- (1) **THENCE** South 42 deg. 05 min. 55 sec. West, with the southeast line of said Hussin 104.823 acre tract and along Kroesche Road, a distance of 44.22 feet to a "PK" nail found 5.18 feet left of Engineer's Baseline Station 13+36.90, same also having State Plane Coordinates of X=2,971,600.21 and Y=13,755,647.11;
- (2) **THENCE** South 47 deg. 54 min. 05 sec. East, with the common line of said Hussin 104.823 acre tract, a distance of 10.00 feet to a "PK" nail found 4.82 feet right of Engineer's Baseline Station 13+36.73, same also having State Plane Coordinates of X=2,971,607.63 and Y=13,755,640.40;
- (3) **THENCE** South 42 deg. 05 min. 55 sec. West, with the southeast line of said Hussin 104.823 acre tract and along Kroesche Road, a distance of 167.41 feet to a "PK" nail set for the South corner of the herein described tract and being 2.89 feet right of Engineer's Baseline Station 11+69.37, same also having State Plane Coordinates of X=2,971,495.40 and Y=13,755,516.19;
- (4) **THENCE** North 48 deg. 49 min. 59 sec. West, crossing said Hussin 104.823 acre tract, passing at a distance of 18.59 feet a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set in an existing fence line along the currently recognized northwest right-of-way line of Kroesche Road, said iron rod being 15.70 feet left of

Engineer's Baseline Station 11+69.22, same also having State Plane Coordinates of X=2,971,481.41 and Y=13,755,528.43, and continuing crossing said Hussin 104.823 acre tract, a total distance of 44.89 feet to a 5/8" inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the West corner of the herein described tract, said iron rod being 42.00 feet left of Engineer's Baseline Station 11+69.01, same also having State Plane Coordinates of X=2,971,461.61 and Y=13,755,545.72;

- (5) **THENCE** North 41 deg. 38 min. 00 sec. East, crossing said Hussin 104.823 acre tract, a distance of 212.36 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set in an existing fence along the currently recognized northwest right-of-way line of Kroesche Road for the North corner of the herein described tract, said iron rod being 41.01 feet left of Engineer's Baseline Station 13+81.75, same also having State Plane Coordinates of X=2,971,602.70 and Y=13,755,704.46;
- (6) **THENCE** South 47 deg. 54 min. 05 sec. East, crossing said Hussin 104.823 acre tract, a distance of 36.61 feet to the **POINT OF BEGINNING**, containing 0.212 acres of land, more or less, of which 0.134 acres is located within the currently maintained county right-of-way. (All bearings are based on the Texas Coordinate System, South Central Zone and x,y coordinates are NAD 83 State Plane Coordinates adjusted to the surface by a factor of 1.000131).

I hereby certify the foregoing legal description was prepared from a survey performed on the ground and that it correctly represents the facts found at the time of the survey. A survey plat of even date herewith accompanies this legal description.



8.31.11

A handwritten signature in dark ink, appearing to read "B. L. Galvan", written over a horizontal line.

Bennie L. Galvan
Registered Professional Land
Surveyor License No. 5229, State of
Texas Surveyed March 2009

①

GROSS ACREAGE
0.212 ACRES
(9,256 SQ. FT.)

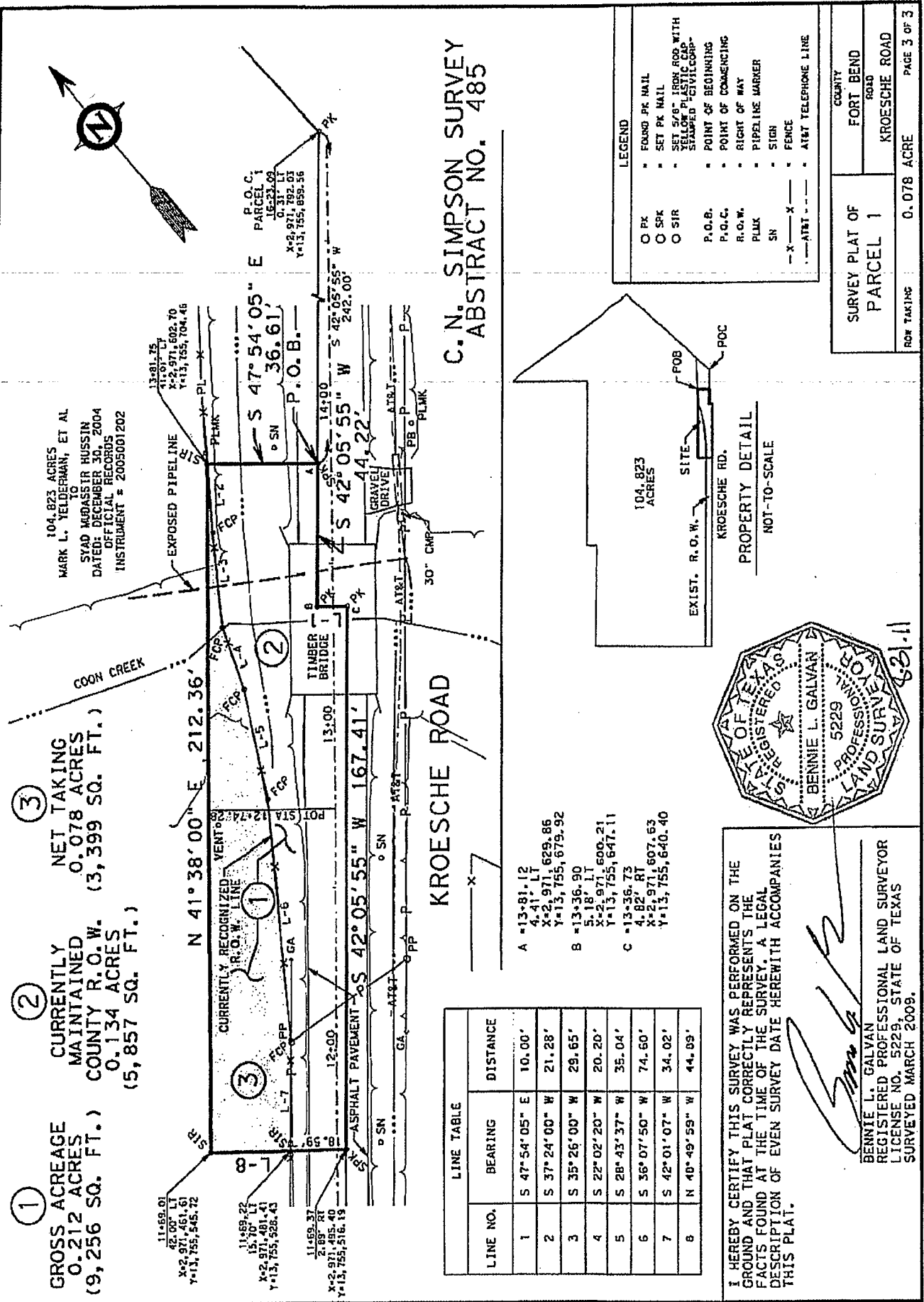
②

CURRENTLY
MAINTAINED
COUNTY R.O.W.
0.134 ACRES
(5,857 SQ. FT.)

③

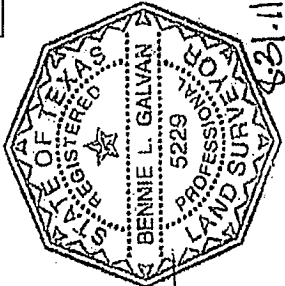
NET TAKING
0.078 ACRES
(3,399 SQ. FT.)

104.823 ACRES
TO
SYAD MUDASSIR HUSSIN
DATED: DECEMBER 30, 2004
OFFICIAL RECORDS
INSTRUMENT # 2005001202



LINE TABLE		
LINE NO.	BEARING	DISTANCE
1	S 47° 54' 05" E	10.00'
2	S 37° 24' 00" W	21.28'
3	S 35° 26' 00" W	29.65'
4	S 22° 02' 20" W	20.20'
5	S 28° 43' 37" W	35.04'
6	S 36° 07' 50" W	74.60'
7	S 42° 01' 07" W	34.02'
8	N 40° 49' 59" W	44.09'

A = 13° 81' 12"
4.41' LT
X=2,971,629.86
Y=13,755,679.92
B = 13° 36' 90"
5.18' LT
X=2,971,600.21
Y=13,755,647.11
C = 13° 36' 73"
4.82' RT
X=2,971,607.63
Y=13,755,640.40



I HEREBY CERTIFY THIS SURVEY WAS PERFORMED ON THE
GROUND AND THAT PLAT CORRECTLY REPRESENTS THE
FACTS FOUND AT THE TIME OF THE SURVEY. A LEGAL
DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES
THIS PLAT.

Bennie L. Galvan
BENNIE L. GALVAN
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 5229, STATE OF TEXAS
SURVEYED MARCH 2009.

C.N. SIMPSON SURVEY
ABSTRACT NO. 485

LEGEND	
○ PK	FOUND PK NAIL
○ SPK	SET PK NAIL
○ SIR	SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CIVILCORP"
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT OF WAY
PLMK	PIPELINE MARKER
SN	SIGN
-X-	FENCE
-AT&T-	AT&T TELEPHONE LINE

SURVEY PLAT OF PARCEL 1	COUNTY FORT BEND
	ROAD KROESCHE ROAD
ROW TAKING	0.078 ACRE
PAGE 3 OF 3	

A. Settlement Statement**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins. ☐ Other

6. File Number:
1215734556

7. Loan Number:

8. Mortgage Insurance Case Number:

C. Note:

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

**D. Name & Address
of Borrower:**

Fort Bend County, TX

**E. Name & Address
of Seller:**

Syed Mudassir Hussain

**F. Name & Address
of Lender:****G. Property Location:**

Being 0.212 acres of land situated in the C.N. Simpson Survey, A-485, Fort Bend County, Texas; and being more particularly described by metes and bounds.

H. Settlement Agent:

Stewart Title Company, 14100 Southwest Freeway, Suite 200, Sugar Land, TX 77478, (281)491-7050

Place of Settlement:

14100 Southwest Freeway, Suite 200, Sugar Land, TX 77478

I. Settlement Date:

1/17/2013

Proration Date:

1/17/2013

Disbursement Date:

1/17/2013

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	\$3,615.00	401. Contract sales price	\$3,615.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$465.95	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	\$4,080.95	420. Gross Amount Due to Seller	\$3,615.00
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)	\$4,080.95	601. Gross amount due to seller (line 420)	\$3,615.00
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	\$4,080.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$3,615.00

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.

Syed Mudassir Hussain

L. Settlement Charges			
700. Total Sales/Broker's Commission		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
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 to Stewart Title Company		\$150.00	
1102. Abstract or title search			
1103. Title examination			
1104. Title insurance binder			
1105. Document preparation			
1106. Notary fees			
1107. Attorney's fees to			
Includes above item numbers:			
1108. Title Insurance to Stewart Title Company		\$229.00	
Includes above item numbers:			
1109. Lender's coverage			
1110. Owner's coverage	\$3,615.00	\$229.00	
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 Gly 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)		\$465.95	\$0.00

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

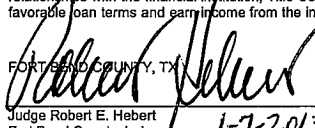
CERTIFICATION:

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender, 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.

FORT BEND COUNTY, TX


Judge Robert E. Hebert
Fort Bend County Judge

1-7-2013

Syed Mudassir Hussain

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/her/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.

The parties have read and understood the above sentences, and recognize that the above recitations herein are material and important. The parties agree to these statements, and recognize Title Company is relying on these recitations in closing this transaction.

Title 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 are non-interest bearing pursuant to federal law, but offer immediately available funds for withdrawal after check has cleared.

Title Company may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit 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.

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 certify and acknowledge that I have received a copy of the HUD-1 Settlement Statement and have read and understood this disclosure statement above.

Purchaser(s) Borrower(s)

FORT BEND COUNTY, TX

Judge Robert E. Hebert
Fort Bend County Judge

1-7-2013

Seller(s)

Syed Mudassir Hussain

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.

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.1215734556

Brief Description of Property:

Bering 0.212 acres of land situated in the C.N. Simpson Survey (Abstract No. 485) in Fort Bend County, Texas, and being 0.212 acres out of and a part of that 104.823 acre tract described in a General Warranty Deed dated December 30, 2004 from Mark L. Yelderman, et al to Syad Mudassir Hussin as recorded in Official Records Instrument #2005001202 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 January, 7, 2013.

FORT BEND COUNTY

By: 

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

GF No.:1215734556

Kroesche Road, Parcel 1

Brief Description of Property:

Bering 0.212 acres of land situated in the C.N. Simpson Survey (Abstract No. 485) in Fort Bend County, Texas, and being 0.212 acres out of and a part of that 104.823 acre tract described in a General Warranty Deed dated December 30, 2004 from Mark L. Yelderman, et al to Syad Mudassir Hussin as recorded in Official Records Instrument #2005001202 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):

Syed Mudassir Hussain

PURCHASER (S):

FORT BEND COUNTY

By: 

Judge Robert E. Hebert
Fort Bend County Judge

1-7-2013

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 1215734556

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, Texas 77479
Attention: Shelly Johnson

Is this a temporary address?

YES

NO X

If YES, please indicate until what date: NA

PHONE NUMBER: 281-343-7171

E-MAIL ADDRESS: sjohnson@pascorp.net

FORT BEND COUNTY

By: 

Judge Robert E. Hebert
Fort Bend County Judge

Date: 1-7-2013

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. 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 Number 1215734556 Taxpayer I.D. or S.S. Number _____

SELLER NAME

Last Hussain First & Middle Syed Mudassir

Other (Name of Entity) _____

PERMANENT MAILING ADDRESS

Street _____

City _____ State _____

Zip Code _____

TRANSACTION INFORMATION

Closing Date (MMDDYY) 1/17/2013
5/31/2012

Description of Property 0.212 acres on Kroesche Road, Richmond, TX
(Street Address or Brief Form of Legal)

Contract Sales Price \$0.00

County, City and School Taxes paid in advance by seller, charged to buyer _____

If multiple Sellers - Request is hereby made that you allocate the 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 services as part of the consideration of this transaction? _____ (Yes or No)

CERTIFICATION

Under penalties 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.

JAW 17, 2013
Date: May 31, 2012

Syed Mudassir Hussain

SETTLEMENT AGENT INFORMATION
Stewart Title Company
14100 Southwest Freeway, Suite 200
Sugar Land, TX 77478

Taxpayer I.D. Number 74-0923770

SUBSTITUTE FORM 1099

This 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.

**TO BE FILLED IN PERSONALLY
BY SELLER OR BORROWER IN HIS/HER OWN HANDWRITING
INDEMNITY AND AFFIDAVIT AS TO DEBTS, LIENS, AND POSSESSION
USE SEPARATE FORM FOR EACH PARTY**

File No.: 1215734556
SUBJECT PROPERTY:

Field Notes for Parcel 1 (Fee Title)

Bering 0.212 acres of land situated in the C.N. Simpson Survey (Abstract No. 485) in Fort Bend County, Texas, and being 0.212 acres out of and a part of that 104.823 acre tract described in a General Warranty Deed dated December 30, 2004 from Mark L. Yelderman, et al to Syad Mudassir Hussin as recorded in Official Records Instrument #2005001202 of Fort Bend County, Texas; said 0.212 acre tract being more particularly described by metes and bounds attached hereto.

Before me, the undersigned authority on this day personally appeared Syed Mudassir Hussain

Seller or Owner Borrower* or Contractor (if new construction)

personally known to me to be the person whose name is subscribed hereto and upon his/her oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him/her and that the marital status of the Affiant has not changed since the day of acquisition of said property and represents to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for lighting and plumbing fixtures, water heaters, floor furnaces, heaters, air conditioners, built-in fireplace screens, installed outdoor cooling equipment, swimming pool equipment, built-in cleaning equipment, built-in kitchen equipment, satellite dish, radio or television antennae, garage door openers, carpeting, rugs, lawn sprinkling systems, venetian blinds, curtains and rods, window shades, draperies and rods, valances, screens, shutters, awnings, mirrors, ceiling fans, attic fans, mail boxes, security and fire alarm detection equipment, water softener, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statement, security agreement or otherwise except the following:

Secured Party

Approximate Amount

_____	_____
_____	_____
_____	_____

2. No loans, unpaid judgments, or liens (including Federal or State Liens or Judgment Liens) and no unpaid association or governmental taxes, charges or assessments of any kind on such property except the following:

Creditor

Approximate Amount

_____	_____
_____	_____
_____	_____

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the construction of improvements have been fully paid and satisfied, except the following:

4. No leases, contracts to sell the land, or parties in possession other than Affiant except as follows:

*5. To be filled in if a sale -- **The Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or Social Security Number) is: _____ Seller's address (office address, if seller is an entity; home address if seller is an individual) is: _____

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

Indemnity: I agree to pay on demand to the purchasers and/or lender and/or title companies (including Stewart Title Company) in this transaction, their successors and assigns, all amounts secured by any and all liens, claims or rights not shown above, together with all costs, loss and attorney's fees that said parties may incur in connection with such unmentioned liens, provided said liens, claims, or rights either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception or attachment date prior to the closing of this transaction and recording of the deed and mortgage.

I realize that the purchaser and/or Lender and title companies in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and issuing title policies and would not purchase same or lend money or issue a title policy thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.

Syed Mudassir Hussain

State of Texas
County of Fort Bend

17 JAN 2013

This instrument was acknowledged before me on the 34th day of May, 2012 by Syed Mudassir Hussain.

Notary Public in and for the State of Texas
My commission expires: _____

*NOTE: This form is to be filled in and signed by seller in case of a sale. If no sale, it is to be filled in and signed by the owner-borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.
**If seller is a non-resident alien, foreign corporation, etc., call your manager or Houston Legal Department.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.

