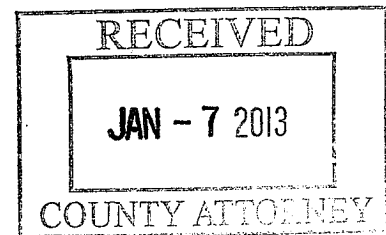




# PAS Property Acquisition Services, LLC

January 4, 2013

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



12-4-12  
AGENDA ITEM 35B2

**Re: Spur 10 (90/10 Project) – Funding Request**  
**Parcel 002 – Laverne May, Barbara May & Ronald Chase**

Dear Ms. Batts:

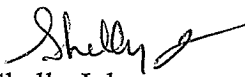
Please find enclosed the following referenced documents for signature and your review:

- 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 by FBC  
1/7/13  
Wm*

**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

**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: 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

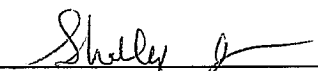
Amount of Check: **\$84,393.95**

Description: Parcel 002 - Laverne May, Barbara May & Ronald Chase -  
2.3878 acres out of Emma Meyer Survey, A-701, Ft Bend  
County, Texas

Comments:

**PLEASE RETURN CHECK TO PAULETTE BATTS**

Requested By:

  
\_\_\_\_\_  
**Shelly Johnson**

**Right of Way  
Invoice Transmittal**

<b>Date</b>	January 4, 2013		
<b>Requested By</b>	Property Acquisition Services		
<b>Project Number</b>			
<b>Road Name</b>	Spur 10	<b>Parcel #</b>	002
<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	W-9 Required prior to closing for payment***	
<b>Payee</b>	Stewart Title Company		
<b>Payee's Address</b>	14100 Southwest Frwy, Ste 200		
<b>Tax ID #</b>	Sugar Land, TX 77478		
<b>Amount of Check</b>	\$84,393.95		
<b>Date Check is Needed By</b>	January 16, 2013	<b>Closing Date</b>	January 17, 2013
<b>Return Check To</b>	Paulette @ Engineering		
<b>Description</b>	Parcel 002 - Laverne May, Barbara May & Ronald Chase - 2.3878 acres out of Emma Meyer Survey, A-701, Ft Bend County, Texas		
<b>Comments</b>			
<b>Accounting Unit</b>	100685888	<b>Account</b> 64500	
<b>Activity</b>	P685- <sup>13</sup> <del>05</del> CROWPURCH	<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>	December 4, 2012		
<b>Reviewed by Requestor</b>	<u>Name</u> Mark Davis	<u>Date</u> January 4, 2013	
<b>Reviewed by Co. Attorney</b>	W.H.V. 1/7/13	1-7-13	
<b>Reviewed by Engineering</b>	Paulette B. alt		
<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

**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 002

**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, **LAVERNE C. MAY and wife, BARBARA F. MAY (as to 1/2 interest) & RONALD R. CHASE, Trustee (as to 1/2 interest)** 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 THREE THOUSAND FIVE HUNDRED SEVENTY THREE Dollars (\$83,573.00) 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: None.

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

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

\*N14\*

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 \_\_\_\_\_, 2013.

**LAVERNE C. MAY**

**BARBARA F. MAY**

\_\_\_\_\_  
By: Laverne C. May

\_\_\_\_\_  
By: Barbara F. May

**RONALD R. CHASE,**  
Trustee

\_\_\_\_\_  
By: Ronald R. Chase

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**Acknowledgement**

State of \_\_\_\_\_

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

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Laverne C. May.

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

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**Acknowledgement**

State of \_\_\_\_\_

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

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Barbara F. May.

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

---

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**Acknowledgement**

State of \_\_\_\_\_

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

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Ronald R. Chase.

---

Notary Public's Signature



Exhibit A

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

PROPERTY DESCRIPTION FOR PARCEL NO. 2

Being a 2.3878 acre (104,012-square feet) parcel of land, located in the Emma Meyer Survey, Abstract 701, Fort Bend County, Texas, and being out of and a part of a 26.6555 acre residue of that certain called 44.1555 acre tract of land conveyed from S/C 1972 Partners, LTD. to Laverne C. May et ux Barbara F. May by instrument of record dated June 21, 1979 and recorded in Volume 843, Page 817, of the Deed Records of Fort Bend County (F.B.C.D.R.) and an undivided 1/2 interest of said 26.6555 acre residue conveyed from Laverne C. May and wife Barbara F. May to Ronald R. Chase, Trustee by instrument of record dated April 5, 1988 and recorded in Volume 2025, Page 2520, of the Official Records of Fort Bend County, Texas (F.B.C.O.R.); said 2.3878 acre parcel being more particularly described as follows:

COMMENCING for reference at a 1 1/4-inch iron pipe found marking the north corner of a 66.9654 acre remainder of that certain called 68.9654 acre tract of land conveyed from George H. Guttenberger and wife Leona Guttenberger to Darlene Holtkamp, et vir Raymond F. Holtkamp by instrument of record dated November 29, 1988 and recorded in Volume 2084, Page 1394, of said F.B.C.O.R. and being on the common line of the J.M. Cooper Survey, Abstract 707, Fort Bend County, Texas and aforementioned Emma Meyer Survey; thence as follows:

South 42° 00' 18" West, along said common survey line and the westerly line of said 66.9654 acres, at 1,092.73 feet pass the east corner of aforementioned 26.6555 acres, continuing with the common line of aforementioned 26.6555 acres and said 66.9654 acres, a total distance of 1,836.27 feet to a 5/8-inch iron rod with TxDOT aluminum disc set for corner on the proposed northeasterly right-of-way line of SP 10 (width varies) and the POINT OF BEGINNING, having surface coordinates of X= 2,964,465.05, Y=13,751,788.07;

- 1) THENCE, SOUTH 42° 00' 18" West, continuing along said common survey line, being the common line of said 26.6555 acres and said 66.9654 acres, at 97.55 feet pass a 2-inch iron pipe found, continuing along said common line a total distance of 98.86 feet to a point for corner on the existing northeasterly right-of-way line of Hartledge Road (width varies), same being the south corner of said 26.6555 acres;

Exhibit A

- 2) THENCE, NORTH 47° 46' 25" West, along the common line of said 26.6555 acres and said northeasterly right-of-way line, a distance of 1,235.01 feet to a 4-inch concrete highway monument found for corner on the existing southeasterly right-of-way line of US 59 (width varies), same being the west corner of said 26.6555 acres;
- 3) THENCE, NORTH 42° 09' 45" East, along the common line of said US 59 and said 26.6555 acres a distance of 70.00 feet to a point for corner from which a found 4-inch concrete highway monument bears South 61° 28' 56" West, a distance of 2.34 feet, the beginning of a curve;
- 4) THENCE, continuing along the common line of said US 59 and said 26.6555 acres in a northerly direction, 2.80 feet along the arc of a tangent curve to the left having a radius of 423.00 feet, a central angle of 00° 22' 46" and a chord that bears North 41° 58' 22" East, a distance of 2.80 feet to a 5/8-inch iron rod with TxDOT aluminum disc set for corner on said proposed northeasterly right-of-way line of SP 10;\*\*
- 5) THENCE, SOUTH 47° 59' 48" East, along said proposed northeasterly right-of-way line of SP 10, a distance of 252.74 feet to a 5/8-inch iron rod with TxDOT aluminum disc set for an angle point;\*\*
- 6) THENCE, SOUTH 49° 23' 42" East, continuing along said proposed northeasterly right-of-way line of SP 10, at 205.39 feet pass a 5/8-inch iron rod with TxDOT aluminum disc set for Engineers Station 15+00, continuing along said line a total distance of 677.11 feet to a 5/8-inch iron rod with TxDOT aluminum disc set for an angle point;\*\*
- 7) THENCE, SOUTH 47° 45' 32" East, continuing along said proposed northeasterly right-of-way line of SP 10, a distance of 71.94 feet to a 5/8-inch iron rod with TxDOT aluminum disc set for an angle point;\*\*
- 8) THENCE, SOUTH 49° 13' 52" East, continuing along said proposed northeasterly right-of-way line of SP 10, a distance of 233.28 feet to the POINT OF BEGINNING and containing 2.3878 acres (104,012 square feet) of land.

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

May, 2004  
Parcel 2  
Page 3 of 7

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

# CURVE TABLE

Curve	Radius	Tangent	Chord	Arc	Delta	Chord Bearing
CI	423.00'	1.40'	2.80'	2.80'	00°22'46"	N41°58'22"E

S/C 1972 PARTNERS, LTD. TO

LAVARNE C. MAY ET UX

BARBARA F. MAY

26.6555 ACRE RESIDUE

OF A CALLED 44.555 ACRES

VOLUME 843, PAGE 817, F.B.C.D.R.

JUNE 21, 1979

ANTONIE SULAK, ET AL

TO STATE OF TEXAS

CALLED 20.861 ACRES

PARCEL NO. 128

F.B.C.D.R.

VOLUME 492, PAGE 234

EMMA MEYER SURVEY

A - 701

LAVARNE C. MAY AND

WIFE BARBARA F. MAY TO

RONALD R. CHASE, TRUSTEE (1/2 INTEREST)

CALLED 26.6555 ACRES

VOLUME 2025, PAGE 2520, F.B.C.D.R.

APRIL 5, 1988

S47°59'48"E 252.74'

PROPOSED ROW.

PROPOSED  
SPUR 10  
(Width Varies)

EXISTING ROW.

PROPOSED SPUR 10 (Width Varies)

Survey Line Project Baseline S48°00'15"E 295.68'

HARTLEDGE ROAD (Width Varies)

No Record Information Found

Dead Line

PI Sta. 10+00.00

H . & T . C . R . R . SURVEY

A - 210

MATCH LINE STA. 12+00

End. 4" Concrete Highway Monument Which Bears S67°28'56"W 234'

End. 4" Concrete Highway Monument

Station N47°46'25"W 1235.01'

10+00

104.04' LT

Sta. 10+40.27

104.04' LT

104.04' LT

U.S. HIGHWAY 59 (Width Varies)

U.S. HIGHWAY 59

HARTLEDGE ROAD

PARENT TRACT INSET

PARCEL 2

P.O.B. PARCEL 2

X-2964.465.05

Y-13751.788.07

P.O.C. PARCEL 2

End. 1 1/4" I.P.

1092.73'

S42°00'18"W

1836.27'

## 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 UNITS ARE IN FEET. COORDINATES SHOWN ARE SURFACE AND HAVE BEEN ADJUSTED TO FACTOR OF 1.00013.

## NOTE:

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

EXIST. ACRES	TOTAL TAKING AREA	AREA WITHIN EXIST. ROW	AREA OF PROPOSED ADDIT. ROW	REMAINDER ACRES
26.6555	26.6555	26.6555	24.2677	24.2677

## PARCEL PLAT SHOWING

PARCEL 2

SPUR 10

RCSJ 0187-05-053

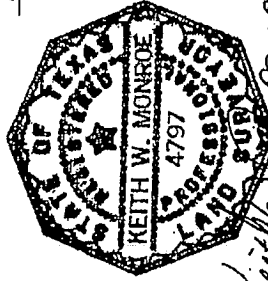
FORT BEND COUNTY

LJA ENGINEERING & SURVEYING, INC. MAY, 2004

PROJECT NO. 0950-1009-002

SCALE: 1" = 50'

Sheet 4 of 7



Keith W. Monroe  
05-07-04

# EMMA MEYER SURVEY A-701

S/C 1972 PARTNERS, LTD. TO  
LAVERNE C. MAY ET UX

BARBARA F. MAY  
26.6555 ACRE RESIDUE  
OF A CALLED 44J555 ACRES  
VOLUME 843, PAGE 817, F.B.C.D.R.  
JUNE 21, 1979

LAVERNE C. MAY AND  
WIFE BARBARA F. MAY TO  
RONALD R. CHASE, TRUSTEE (1/2 INTEREST)  
CALLED 26.6555 ACRES  
VOLUME 2025, PAGE 2520, F.B.C.D.R.  
APRIL 5, 1988

S47°59'48"E  
252.74'

PROPOSED R.O.W.

205.39'

Sta. 12+93.01  
104.01' LT

105.85'

MATCH LINE STA. 16+00

(2)

EXISTING R.O.W.

N47°46'25"W 1235.01'

PROPOSED SPUR 10 (Width Varies)

S48°00'15"E 295.68'

Project Baseline 15+00 S48°53'23"E 675.42'

Dead Line Survey Line

HARTLEDGE ROAD (Width Varies) No Record Information Found

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

## NOTE:

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

## 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 UNADJUSTED. COORDINATES ADJUSTED BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.

PARCEL PLAT  
SHOWING

PARCEL 2:

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

Sheet 5 of 7

# EMMA MEYER SURVEY A-701

S/C 1972 PARTNERS, LTD. TO  
LAVERNE C. MAY, ET UX  
BARBARA F. MAY  
26.6555 ACRE RESIDUE  
OF A CALLED 44J555 ACRES  
VOLUME 843, PAGE 817, F.B.C.D.R.  
JUNE 21, 1979

LAVERNE C. MAY AND  
WIFE BARBARA F. MAY TO  
RONALD R. CHASE, TRUSTEE (1/2 INTEREST)  
CALLED 26.6555 ACRES  
VOLUME 2025, PAGE 2520, F.B.C.D.R.  
APRIL 5, 1988

S49°23'42"E 677.11'

PROPOSED R.O.W.

(2)

EXISTING R.O.W.

N47°46'25"W 1235.01'

PROPOSED SPUR 10 (Width Varies)

S48°53'23"E 675.42' Project Baseline

Survey Line

Dead Line

HARTLEDGE ROAD (Width Varies) No Record Information Found

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

S47°45'32"E

71.94'

MATCH LINE STA. 20+00

N47°25'23"E 110.01'

B P1 Stg.  
19+71.10

Fort Bend County Drainage District  
80' Wide Drainage Easement  
Volume 337, Page 30, F.B.C.D.R.  
APRIL 23, 1955

MATCH LINE STA. 16+00

S47°45'32"E 71.78'

## NOTE:

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

## NOTES:

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PARCEL PLAT  
SHOWING

PARCEL 2:

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

Sheet 6 of 7

S/C 1972 PARTNERS, LTD. TO  
LAVERNE C. MAY, ET UX  
BARBARA F. MAY  
26.6555 ACRE RESIDUE  
OF A CALLED 441555 ACRES  
VOLUME 843, PAGE 817, F.B.C.D.R.  
JUNE 21, 1979

EMMA MEYER SURVEY  
A-701  
LAVERNE C. MAY AND  
WIFE BARBARA F. MAY TO  
RONALD R. CHASE, TRUSTEE (1/2 INTEREST)  
CALLED 26.6555 ACRES  
VOLUME 2025, PAGE 2520, F.B.C.O.R.  
APRIL 5, 1988

S47°45'32"E

71.94' \*\*

MATCH LINE STA. 20+00

Sta. 20+41.47  
110.00' LT  
Fort Bend County Drainage District  
80' Wide Drainage Easement  
Volume 337, Page 30, F.B.C.D.R.  
APRIL 23, 1955

S49°13'52"E 233.28'  
PROPOSED R.O.W.

2

EXISTING R.O.W.

N47°46'25"W 1235.01'

1/4 Sec. 21P.

Project Baseline S49°13'52"E + 2652.23'  
PROPOSED SPUR 10 (Width Varies)

Survey Line

Deed Line

HARTLEDGE ROAD (Width Varies)  
No Record Information Found

S47°45'32"E  
71.78'

@ P.I. Sta.  
20+42.89

P.O.B.  
PARCEL 2  
X=2,964,465.05  
Y=13,751,788.07

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

J. M. COOPER  
SURVEY, A-707

# 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,  
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.

## NOTE:

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

PARCEL PLAT  
SHOWING

PARCEL 2:

SPUR 10

FORT BEND COUNTY

RCSJ 0187-05-053

LJA ENGINEERING & SURVEYING, INC. MAY, 2004  
PROJECT NO. 0950-1009-002

SCALE: 1" = 50'

Sheet 7 of 7

**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: 1015733002	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:** Laverne C. May  
Barbara F. May  
Ronald R Chase

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

**G. Property Location:** Property Address  
Spur 10 - Parcel No. 2 Texas

Metes & Bounds  
Being a 2.3878 acre parcel of land, located in the Emma Meyer Survey, Abstract 701, 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:** 1/17/2013 **Proration Date:** 1/17/2013 **Disbursement Date:** 1/17/2013

<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	\$83,573.00	401. Contract sales price	\$83,573.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$820.95	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>\$84,393.95</b>	<b>420. Gross Amount Due to Seller</b>	<b>\$83,573.00</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)	\$84,393.95	601. Gross amount due to seller (line 420)	\$83,573.00
302. Less amounts paid by/for borrower (line 220)	\$0.00	602. Less reductions in amount due seller (line 520)	\$0.00
<b>303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower</b>	<b>\$84,393.95</b>	<b>603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller</b>	<b>\$83,573.00</b>



<b>L. Settlement Charges</b>			
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.			
<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		\$734.00	
Includes above item numbers:			
1109. Lender's coverage			
1110. Owner's coverage \$83,573.00		\$734.00	
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. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		\$820.95	\$0.00

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

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

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

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

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

\_\_\_\_\_  
Laverne C. May

\_\_\_\_\_  
Barbara F. May

\_\_\_\_\_  
Ronald R Chase  
Trustee

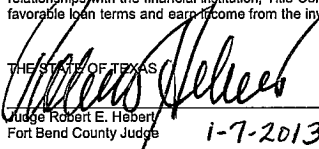
**CERTIFICATION:**

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

1-7-2013

\_\_\_\_\_  
Laverne C. May\_\_\_\_\_  
Barbara F. May\_\_\_\_\_  
Ronald R Chase  
Trustee

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)**

THE STATE OF TEXAS

Judge Robert E. Hebert  
Fort Bend County Judge

1-7-2013

**Seller(s)**

Laverne C. May

Barbara F. May

Ronald R Chase  
Trustee

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.1015733002

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

Being a 2.3878 acre (104,012 square feet) parcel of land, located in the Emma Meyer Survey, Abstract 701, Fort Bend County, Texas, and being out of and a part of a 26.6556 acre residue of that certain called 44.1555 acre tract of land conveyed from S/C 1972 Partners, LTD, to Laverne C. May et ux Barbara F. May by instrument of record dated June 21, 1979 and recorded in Volume 843, Page 817, of the Deed Records of Fort Bend County (F.B.C.D.R.) and an undivided 1/2 interest of said 26.6555 acre residue conveyed from Laverne C. May and wife Barbara F. May to Ronald R. Chase, Trustee by instrument of record dated April 5, 1988 and recorded in Volume 2025, Page 2520, of the Official Records of Fort Bend County, Texas (F.B.C.O.R.);

### **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.

THE STATE OF TEXAS

By: 

Judge Robert E. Hebert  
Fort Bend County Judge

## TAX AGREEMENT

GF No.:1015733002

Spur 10, Parcel 02

### Brief Description of Property:

Being a 2.3878 acre (104,012 square feet) parcel of land, located in the Emma Meyer Survey, Abstract 701, Fort Bend County, Texas, and being out of and a part of a 26.6556 acre residue of that certain called 44.1555 acre tract of land conveyed from S/C 1972 Partners, LTD, to Laverne C. May et ux Barbara F. May by instrument of record dated June 21, 1979 and recorded in Volume 843, Page 817, of the Deed Records of Fort Bend County (F.B.C.D.R.) and an undivided 1/2 interest of said 26.6555 acre residue conveyed from Laverne C. May and wife Barbara F. May to Ronald R. Chase, Trustee by instrument of record dated April 5, 1988 and recorded in Volume 2025, Page 2520, of the Official Records of Fort Bend County, Texas (F.B.C.O.R.);

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.

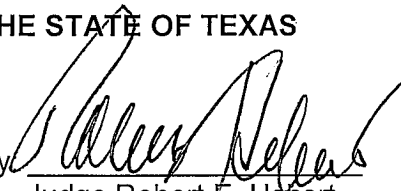
**SELLER(S):**

\_\_\_\_\_  
Laverne C. May

\_\_\_\_\_  
Barbara F. May

**PURCHASER (S):**

**THE STATE OF TEXAS**

By   
Judge Robert E. Hebert  
Fort Bend County Judge

1-7-2013

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 1015733002

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  

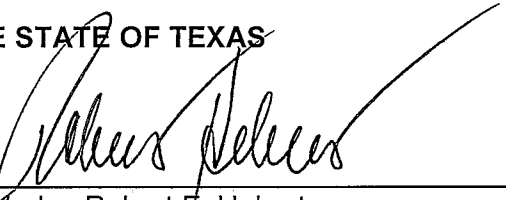
If YES, please indicate until what date: NA

PHONE NUMBER: 281-343-7171

E-MAIL ADDRESS: sjohnson@pascorp.net

THE STATE OF TEXAS

By:

  
\_\_\_\_\_  
Judge Robert F. 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 1015733002 Taxpayer I.D. or S.S. Number \_\_\_\_\_

**SELLER NAME**

Last May First & Middle Laverne C.

Other (Name of Entity) \_\_\_\_\_

**PERMANENT MAILING ADDRESS**

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_

**TRANSACTION INFORMATION**

Closing Date (MMDDYY) 1/17/20<sup>13</sup>~~12~~

Description of Property Spur 10 - Parcel No. 2, Rosenberg, TX  
(Street Address or Brief Form of Legal)

Contract Sales Price \$83,573.00

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.

Date: January 17, 20<sup>13</sup>~~12~~

\_\_\_\_\_  
Laverne C. May

**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.

**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 1015733002 Taxpayer I.D. or S.S. Number \_\_\_\_\_

**SELLER NAME**

Last May First & Middle Barbara F.

Other (Name of Entity) \_\_\_\_\_

**PERMANENT MAILING ADDRESS**

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_

**TRANSACTION INFORMATION**

Closing Date (MMDDYY) 1/17/20<sup>13</sup>12

Description of Property Spur 10 - Parcel No. 2, Rosenberg, TX  
(Street Address or Brief Form of Legal)

Contract Sales Price \$83,573.00

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.

Date: January 17, 20<sup>13</sup>12

\_\_\_\_\_  
Barbara F. May

**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.

**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 1015733002 Taxpayer I.D. or S.S. Number \_\_\_\_\_

**SELLER NAME**

Last Chase First & Middle Ronald R

Other (Name of Entity) \_\_\_\_\_

**PERMANENT MAILING ADDRESS**

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_

**TRANSACTION INFORMATION**

Closing Date (MMDDYY) <sup>13</sup>1/17/2012

Description of Property Spur 10 - Parcel No. 2, Rosenberg, TX  
(Street Address or Brief Form of Legal)

Contract Sales Price \$83,573.00

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.

Date: January 17, 20<sup>13</sup>12

\_\_\_\_\_  
Ronald R Chase  
Trustee

**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.: 1015733002  
SUBJECT PROPERTY:

Being a 2.3878 acre (104,012 square feet) parcel of land, located in the Emma Meyer Survey, Abstract 701, Fort Bend County, Texas, and being out of and a part of a 26.6556 acre residue of that certain called 44.1555 acre tract of land conveyed from S/C 1972 Partners, LTD, to Laverne C. May et ux Barbara F. May by instrument of record dated June 21, 1979 and recorded in Volume 843, Page 817, of the Deed Records of Fort Bend County (F.B.C.D.R.) and an undivided 1/2 interest of said 26.6555 acre residue conveyed from Laverne C. May and wife Barbara F. May to <sup>2520</sup> Ronald R. Chase, Trustee by instrument of record dated April 5, 1988 and recorded in Volume 2025, Page 2620, of the Official Records of Fort Bend County, Texas (F.B.C.O.R.); said 2,3878 acre parcel being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Before me, the undersigned authority on this day personally appeared Laverne C. May

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.

\_\_\_\_\_  
Laverne C. May

State of Texas  
County of Fort Bend

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This instrument was acknowledged before me on the 17th day of January, 2012 by Laverne C. May.

\_\_\_\_\_  
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.

Rev. 10-98

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File No.: 1015733002  
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Before me, the undersigned authority on this day personally appeared Barbara F. May

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

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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

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<hr/>	<hr/>
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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:

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<hr/>	<hr/>

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.

\_\_\_\_\_  
Barbara F. May

State of Texas  
County of Fort Bend

This instrument was acknowledged before me on the 17th day of January, 201<sup>3</sup>~~2~~ by Barbara F. May.

\_\_\_\_\_  
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.

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Before me, the undersigned authority on this day personally appeared Ronald R Chase

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

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Secured Party

Approximate Amount

_____	_____
_____	_____

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Creditor

Approximate Amount

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\_\_\_\_\_  
Ronald R Chase  
Trustee

State of Texas  
County of Fort Bend

This instrument was acknowledged before me on the 17th day of January, 2013 by Ronald R Chase.

\_\_\_\_\_  
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.  
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