



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 35B3

AGENDA ITEM

**Re: Cottonwood Church Road – Funding Request
Parcel 1 – Texas Sim Investments**

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
Shelly Johnson
Project Coordinator

Enclosures

*Approved to
form only by IBC 1/7/13
AKB [signature] Wk*

Item 35B continued - 551.072 Deliberation Regarding Real Property:**3. Cottonwood Church Road, 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 Cottonwood Church Road Mobility project in the amount of \$17,637.00 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

36. Adjournment.

Commissioners Court adjourned at 1:56 p.m. on Tuesday, December 4, 2012.

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: Cottonwood Church Road

Payee: Stewart Title Company

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

Payee's Tax ID/SS #: On File

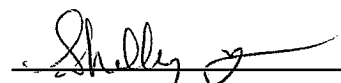
Amount of Check: **\$18,158.95**

Description: Parcel 1 - Texas Sim Investments - 0.909 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	Cottonwood Church 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	\$18,158.95		
Date Check is Needed By	January 16, 2013	Closing Date	January 17, 2013
Return Check To	Paulette @ Engineering		
Description	Parcel 1 - Texas Sim Investments - 0.909 acres out of CN Simpson Survey, Abstract - A-485, Ft Bend County, Texas		
Comments			
Accounting Unit	100685888	Account 64500	
Activity	P685- ¹³ 06 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		
Reviewed by Requestor	<u>Name</u> Mark Davis	<u>Date</u> January 4, 2013	
Reviewed by Co. Attorney			
Reviewed by Engineering	Paulette As att		
Reviewed by Co. Auditor	1-7-13		

***W-9 required to setup vendor for payment, copy of W-9 sufficient prior to closing with original submitted with closing documents

WARRANTY DEED

THE STATE OF TEXAS

COUNTY OF FORT BEND

§
§
§

KNOW ALL MEN BY THESE PRESENTS

THAT THE UNDERSIGNED, **TEXAS SIM INVESTMENTS, LLC**, a limited liability company hereinafter called "Grantor", whether one or more, for an in consideration of the sum of SEVENTEEN THOUSAND SIX HUNDRED THIRTY SEVEN DOLLARS (\$17,637.00) 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, Grantee 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:

TEXAS SIM INVESTMENTS, LLC,
a limited liability Company

Name

Printed Name

Title

Acknowledgement

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 201__, by _____ the _____ of TEXAS SIM INVESTMENTS, LLC, a limited liability company.

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

Exhibit A

County: Fort Bend
Project: CR Cottonwood Church Road
Project Limits: At Coon Creek
ROW CSJ: 0912-34-137

Property Description for Parcel 1

Being a 0.909 acre (39,598 square foot) parcel of land, located in Fort Bend County, Texas, situated in the C. N. Simpson Survey, Abstract No. 485 (originally H. & T.C. Railroad Co. Survey, Section 12) and being out of a called 26.206 acre tract conveyed to Judy Yelderman Sandbloom in the deed dated December 30, 2004 and recorded in File No. 2005001201 of the Official Public Records of Fort Bend County, Texas, said 0.909 acre parcel of land being more particularly described as follows:

COMMENCING at a ½-inch iron rod set for the northerly corner of said 26.206 acre tract, being in the southeasterly line of The Park at Rosenberg, a subdivision of record in Slide 2358/B of the Plat Records of Fort Bend County, Texas; thence as follows:

South 41°55'39" West (called North 42°03'39" East), along the northwest line of said 26.206 acre tract and the southeast line of The Park at Rosenberg, a distance of 988.69 feet to a 5/8-inch iron rod with a TxDOT disk set for the north corner and **POINT OF BEGINNING** (X= 2,968,200.42 Y= 13,755,381.92) of the herein described parcel; **

- 1.) THENCE, South 47°47'48" East, along the existing northeasterly right-of-way line of Cottonwood Church Road (no record information for right-of-way found), as accepted for maintenance by Commissioner's Court on February 3, 1986 and reflected in Vol. 30, Pg. 586, of the Minutes of Commissioner's Court, Fort Bend County, Texas, a distance of 55.02 feet to a 5/8-inch iron rod with a TxDOT disk set for an angle point of the herein described parcel; **
- 2.) THENCE, North 42°30'33" East, along the proposed northeasterly right-of-way line of said Cottonwood Church Road, a distance of 19.69 feet to a 5/8-inch iron rod with a TxDOT disk set for a northerly corner of the herein described parcel; **
- 3.) THENCE, South 47°29'27" East, along the proposed northeasterly right-of-way line of said Cottonwood Church Road, a distance of 152.18 feet to a 5/8-inch iron rod with a TxDOT disk set for an easterly corner of the herein described parcel; **

April, 2007

Parcel 1

Page 2 of 6 Pages

Exhibit A

- 4.) THENCE, South $51^{\circ}40'53''$ West, along the northwesterly line of a 90 foot wide right-of-way easement conveyed to Fort Bend County Drainage District on April 27, 1955 and recorded in Vol. 337, Pg. 358, of the Deed Records of Fort Bend County, Texas, a distance of 19.14 feet to a 5/8-inch iron rod with a TxDOT disk set for an angle point; **
- 5.) THENCE, South $47^{\circ}47'48''$ East, along the existing northeasterly right-of-way line of said Cottonwood Church Road, a distance of 91.25 feet to a 5/8-inch iron rod with a TxDOT disk set for an angle point; **
- 6.) THENCE, North $51^{\circ}40'53''$ East, along the southeasterly line of said 90 foot wide right-of-way easement; a distance of 10.14 feet to a 5/8-inch iron rod with a TxDOT disk set for an angle point; **
- 7.) THENCE, South $47^{\circ}47'48''$ East, along the proposed northeasterly right-of-way line of said Cottonwood Church Road, a distance of 166.72 feet to a 5/8-inch iron rod with a TxDOT disk set for an easterly corner of the herein described parcel; **
- 8.) THENCE, South $42^{\circ}12'12''$ West, along the proposed northeasterly right-of-way line of said Cottonwood Church Road, a distance of 10.00 feet to a 5/8-inch iron rod with a TxDOT disk set for an angle point; **
- 9.) THENCE, South $47^{\circ}47'48''$ East, along the existing northeasterly right-of-way line of said Cottonwood Church Road, a distance of 649.37 feet to a 5/8-inch iron rod with a TxDOT disk set for the most easterly corner of the herein described parcel; **
- 10.) THENCE, South $42^{\circ}19'04''$ West, along the southeasterly line of said 26.206 acre tract and the northwesterly line of a called 104.823 acre tract conveyed to Syad Mudassir Hussin in the deed dated December 30, 2004 and recorded in File No. 2005001202 of the Official Public Records of Fort Bend County, Texas, a distance of 32.57 feet to a point in said Cottonwood Church Road for the south corner of the herein described parcel;
- 11.) THENCE, North $47^{\circ}40'55''$ West (called North $47^{\circ}32'56''$ West), along the southwesterly line of said 26.206 acre tract in said Cottonwood Church Road, a distance of 1,112.94 feet to the west corner of the herein described parcel;

Exhibit A

- 12.) THENCE, North 41°55'34" East (called North 42°03'39" East), along the northwesterly line of said 26.206 acre tract, a distance of 30.35 feet to the **POINT OF BEGINNING** and containing 0.909 acres (39,598 square feet) of land, including 0.805 acres (35,033 square feet) within the Cottonwood Church Road right-of-way. (All bearings and coordinates are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83 (1993 adj). All coordinates and distances are surface and may be converted to grid by dividing by a combined scale factor of 1.00013).

** The monument described and 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.

A parcel plat of even date was prepared in conjunction with this property description.

Access will be permitted to the remainder property abutting Cottonwood Church Road.

I, Randy S. McClendon, a Registered Professional Land Surveyor, hereby certify that the property description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

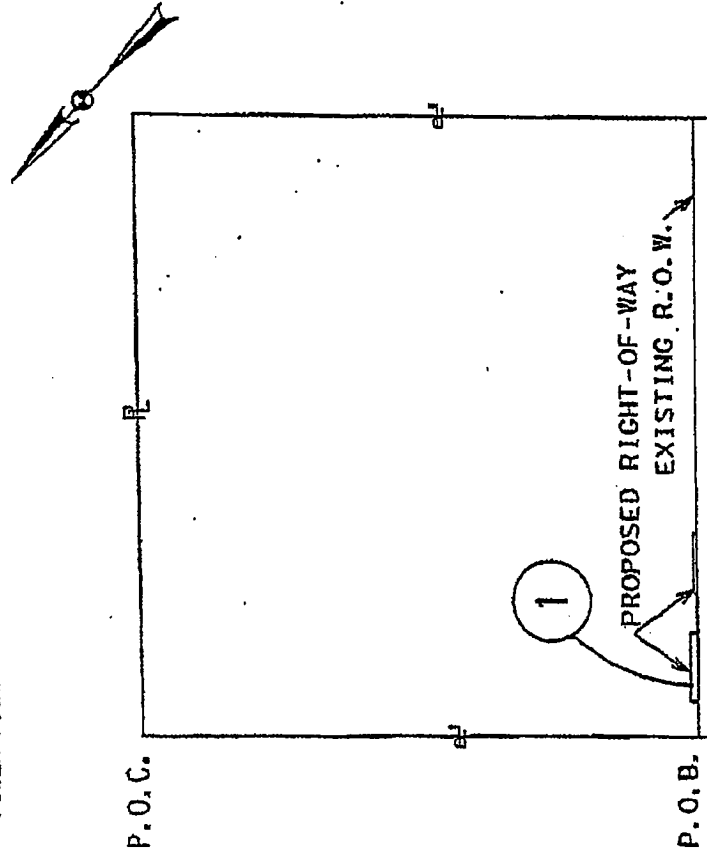
Randy S. McClendon
Randy S. McClendon, R.P.L.S.
Texas Registration No. 4079

4/30/2007
Date



TEJAS SURVEYING, INC.
16525 Lexington Blvd., Suite 270
Sugar Land, Texas 77479
Ph: (281) 240-9099

P.O.C. POINT OF COMMENCING ● SET AS INDICATED
P.O.B. POINT OF BEGINNING ○ FOUND AS INDICATED
I.R. IRON ROD ■ SET 5/8" IR W/ 1xDOT DISK
I.P. IRON PIPE □ FND 5/8" IR W/ 1xDOT DISK
P. PROPERTY LINE ⊙ BACK PROPERTY CORNER
● POWER POLE

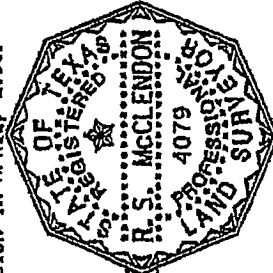


DEED LINE
COTTONWOOD CHURCH ROAD
INSET
N.T.S.

1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. D.R.F.B.C.T. INDICATES DEED RECORDS OF FORT BEND COUNTY, TEXAS.
3. O.R.F.B.C.T. INDICATES OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS.
4. O.P.R.F.B.C.T. INDICATES OFFICIAL PUBLIC RECORDS FORT BEND COUNTY, TEXAS.
5. A PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS PLAT.

*** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

I, RANDY S. MCCLENDON, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION IN APRIL, 2006.



DATE 4/29/2007
Randy S. McCleendon, R.P.L.S.
TEXAS REGISTRATION NO. 4079

REVIEWS		
No.	DATE	DESCRIPTION
EXISTING	TAKING	REMAINING
25. 206 AC.	0. 909 AC. 39, 598 S.F.	25. 297 AC.

PARCEL PLAT SHOWING
PARCEL 1
RCS-1-0912-34-137

COUNTY: FORT BEND DATE: APRIL, 2007
ROAD: COTTONWOOD SCALE: 1" = 50'
PRJ. LIMITS: AT COON CREEK

TSI
TEXAS SURVEYING, INC.
16525 LEXINGTON BLVD., SUITE 210
SUGAR LAND, TEXAS 77479

PH: 281 240-5089 FAX: 281-240-2791

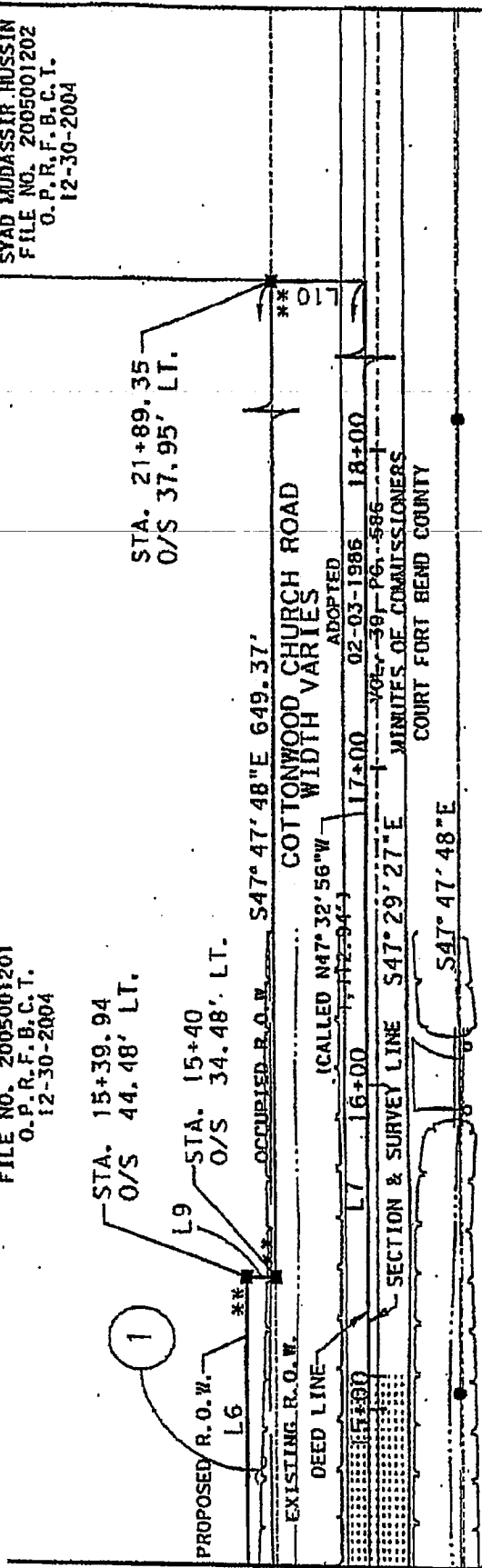
SHEET 5 OF 6

C.N. SIMPSON SURVEY, ABSTRACT 485 ORIGINALLY H. & T. C. R. R. CO. SURVEY, SECTION 12

CALLED 26.206 ACRES
 JUDY YELDERMAN SANDBLOOM
 FILE NO. 2005001201
 O.P.R.F.B.C.T.
 12-30-2004

CALLED 104.823 ACRES
 SYAD MUDASSIR HUSSIN
 FILE NO. 2005001202
 O.P.R.F.B.C.T.
 12-30-2004

MATCH LINE STA. 14+50



F.A. MOERS SURVEY, ABSTRACT 695 ORIGINALLY H. & T. C. R. R. CO. SURVEY, SECTION 8

LINE TABLE

LINE	BEARING	LENGTH
L6	S47°47'48"E	166.72'
L7	N47°40'55"W	1,112.94'
L9	S42°12'12"W	10.00'
L10	S42°19'04"W	32.57'



AREA WITHIN EXISTING ROW	ADDITIONAL PROPOSED ROW TAKING	
0.804 AC. (35,016 S.F.)	0.105 AC. (4,582 S.F.)	
EXISTING	TAKING	REMAINING
26,206 AC.	0.909 AC.	25,297 AC.
39,598 S.F.		
PARCEL PLAT SHOWING		
PARCEL 1		
RCSJ:0912-34-137		

COUNTY: FORT BEND DATE: APRIL, 2007
 ROAD: COTTONWOOD SCALE: 1" = 50'
 PRJ. LIMITS: AT COON CREEK

TEXAS SURVEYING, INC.
 15525 LEXINGTON BLVD., SUITE 210
 SUGAR LAND, TEXAS 77479
 PHONE 281-240-9099 FAX 281-240-2791

A. Settlement StatementU.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: 1215736295	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: Fort Bend County, TX

E. Name & Address of Seller: Texas Sims Investments, LLC

F. Name & Address of Lender:

G. Property Location: Being a 0.909 acre parcel 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	\$17,637.00	401. Contract sales price	\$17,637.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$521.95	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	\$18,158.95	420. Gross Amount Due to Seller	\$17,637.00
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)	\$18,158.95	601. Gross amount due to seller (line 420)	\$17,637.00
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	\$18,158.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$17,637.00

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.

TEXAS SIMS INVESTMENTS, LLC

Shabbir Husain
Manager

L. Settlement Charges		
	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission		
Division of commission (line 700) as follows:		
701.		
702.		
703. Commission paid at settlement		
704.		
800. Items Payable in Connection with Loan		
801. Loan origination fee		
802. Loan discount		
803. Appraisal fee		
804. Credit report		
805. Lender's inspection fee		
806. Mortgage insurance application fee		
807. Assumption fee		
808.		
809.		
810.		
811.		
812.		
813.		
900. Items Required by Lender to Be Paid in Advance		
901. Interest from		
902. Mortgage insurance premium for		
903. Hazard insurance premium for		
904.		
905.		
1000. Reserves Deposited with Lender		
1001. Hazard insurance		
1002. Mortgage insurance		
1003. City property taxes		
1004. County property taxes		
1005. Annual assessments		
1006.		
1007.		
1008.		
1009.		
1100. Title Charges		
1101. Settlement or closing fee 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	\$285.00	
Includes above item numbers:		
1109. Lender's coverage		
1110. Owner's coverage \$17,637.00 \$285.00		
1111.		
1112. Tax Certificate to Stewart Title Company	\$64.95	
1113. Courier Fee to Stewart Title Company	\$20.00	
1114.		
1115. State Policy Fee to Stewart Title Policy Gty Fee	\$2.00	
1200. Government Recording and Transfer Charges		
1201. Recording fees:		
1202. City/county tax/stamps:		
1203. State tax/stamps:		
1204.		
1205.		
1206.		
1300. Additional Settlement Charges		
1301. Survey		
1302. Pest inspection		
1303.		
1304.		
1305.		
1306.		
1307.		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$521.95	\$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).

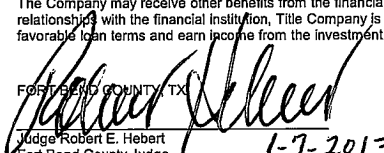
CERTIFICATION:

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

TEXAS SIMS INVESTMENTS, LLC

Shabbir Husain
Manager

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)

TEXAS SIMS INVESTMENTS, LLC

Shabbir Husain
Manager

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.1215736295

Brief Description of Property:

Being a 0.909 acre (39,598 square foot) parcel of land, located in Fort Bend County, Texas, situated in the C. N. Simpson Survey, Abstract No. 485 (originally H. & T.C. Railroad Co. Survey, Section 12) and being out of a called 26.206 acre tract conveyed to Judy Yelderman Sandbloom in the deed dated December 30, 2004 and recorded in Pile No. 2005001201 of the Official Public Records of Fort Bend County, Texas

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

1. Waiver of Inspection.

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

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1 AND

PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

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

3. Survey.

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

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING

OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION

OF THIS CLOSING.

4. Arbitration.

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

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

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

5. Notice.

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

ACKNOWLEDGED as of January, 7, 2013.

FORT BEND COUNTY

By: 

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

GF No.:1215736295

Cottonwood Church Road, Parcel 1

Brief Description of Property:

Being a 0.909 acre (39,598 square foot) parcel of land, located in Fort Bend County, Texas, situated in the C. N. Simpson Survey, Abstract No. 485 (originally H. & T.C. Railroad Co. Survey, Section 12) and being out of a called 26.206 acre tract conveyed to Judy Yelderman Sandbloom in the deed dated December 30, 2004 and recorded in Pile No. 2005001201 of the Official Public Records of sort 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):

Texas Sim Investments, LLC

Syed Mudassir Hussain

PURCHASER (S):

FORT BEND COUNTY

By: 

Judge Robert E. Hebert
Fort Bend County Judge

1-7-2013

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 1215736295 Taxpayer I.D. or S.S. Number _____

SELLER NAME

Last _____ First & Middle _____

Other (Name of Entity) Texas Sims Investments, LLC

PERMANENT MAILING ADDRESS

Street _____

City _____ State _____

Zip Code _____

TRANSACTION INFORMATION

Closing Date (MMDDYY) 1/17/2013
8/31/2012

Description of Property CR Cottonwood Church Road, Rosenberg, 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.

Date: January 17, 2013
August 31, 2012

TEXAS SIMS INVESTMENTS, LLC

Shabbir Husain
Manager

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.: 1215736295
SUBJECT PROPERTY:

April, 2007
Parcel 1

County: Fort Bend
Project: CR, Cottonwood Church Road
Project Limits: At Coon Creek
ROW CSJ: 0912-34-137

Property Description for Parcel 1

Being a 0.909 acre (39,598 square foot) parcel of land, located in Fort Bend County, Texas, situated in the C, N, Simpson Survey, Abstract No. 485 (originally H. & T.C. Railroad Co. Survey, Section 12) and being out of a called 26.206 acre tract conveyed to Judy Yelderman Sandbloom in the deed dated December 30, 2004 and recorded in File No. 2005001201 of the Official Public Records of Fort Bend County, Texas, said 0.909 acre parcel of land being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod set for the northerly corner of said 26.206 acre tract, being in the southeasterly line of The Park at Rosenberg, a subdivision of record in Slide 2358/B of the Plat Records of Fort Bend County, Texas; thence as follows:

South 41°55'39" West (called North 42°03'39" East), along the northwest line of said 6.20 acre tract and the southeast line of The Park at Rosenberg, a distance of 988.69 feet to a 5/8 inch iron rod with a TxDOT disk set for the north corner and **POINT OF BEGINNING** (X= 2,968,200.42 Y= 13,755,351.92) of the herein described parcel; **

1.) THENCE, South 47°47'48" East, along the existing northeasterly right-of-way line of Cottonwood Church Road (no record information for right-of-way found), as accepted for maintenance by Commissioner's Court on February 3, 1986 and reflected in Vol. 30, Pp 586, of the Minutes of Commissioner's Court, Fort Bend County, Texas, a distance of 55.02 feet to a 5/8-inch iron rod with a TxDOT disk set for an angle point of the herein described parcel; **

2.) THENCE, North 42°30'33" East, along the proposed northeasterly right-of-way line of said Cottonwood Church Road, a distance of 19.69 feet to a 5/8-inch iron rod with a TxDOT disk set for a northerly corner of the herein described parcel; **

3.) THENCE, South 47°29'27" East, along the proposed northeasterly right-of-way line of said Cottonwood Church Road, a distance of 152.18 feet to a 5/8-inch iron rod with a TxDOT disk set for an easterly corner of the herein described parcel; **

4.) THENCE, South 51°40'53" West, along the northwesterly line of a 90 foot wide right-of-way easement conveyed to Fort Bend County Drainage District on April 27, 1955 and recorded in Vol. 337, Pg. 358, of the Deed Records of Fort Bend County, Texas, a distance of 19.14 feet to a 5/8-inch iron rod with a TxDOT disk set for an angle point; **

5.) THENCE, South 47°47'48" East, along the existing northeasterly right-of-way line of said Cottonwood Church Road, a distance of 91.25 feet to a 5/8-inch iron rod with a TxDOT disk set for an angle point; **

6.) THENCE, North 51°40'53" East, along the southeasterly line of said 90 foot wide right-of-way easement; a distance of 10.14 feet to a 5/8-inch iron rod with a TxDOT disk set for an angle point; **

7.) THENCE, South 47°47'48" East, along the proposed northeasterly right-of-way line of said Cottonwood Church Road, a distance of 166.72 feet to a 5/8-inch iron rod with a TxDOT disk set for an easterly corner of the herein described parcel; **

8.) THENCE, South 42°12'12" West, along the proposed northeasterly right-of-way line of said Cottonwood Church Road, a distance of 10.00 feet to a 5/8-inch iron rod with a TxDOT disk set for an angle point; **

9.) THENCE, South 47°47'48" East, along the existing northeasterly right-of-way line of said Cottonwood Church Road, a distance of 649.37 feet to a 5/8-inch iron rod with a TxDOT disk set for the most easterly corner of the herein described parcel; **

10.) THENCE, South 42°19'04" West, along the southeasterly line of said 26.206 acre tract and the northwesterly line of called 104.823 acre tract conveyed to Syad Mudassir Hussin in the deed dated December 30, 2004 and recorded in File No. 2005001202 of the Official Public Records of Fort Bend County, Texas, a distance of 32.57 feet to a point in said Cottonwood Church Road for the south corner of the herein described parcel;

11.) THENCE, North 47°40'55" West (called North 47°32'56" West), along the southwesterly line of said 26.206 acre tract in said Cottonwood Church Road, a distance of 1,112.94 feet to the west corner of the herein described parcel;

12.) THENCE, North 41°55'34" East (called North 42°03'39" East), along the northwesterly line of said 26.206 acre tract, a distance of 30.35 feet to the **POINT OF BEGINNING** and containing 0.909 acres (39,598 square feet) of land, more or less, including 0.805 acres (35,033 square feet) within the Cottonwood Church Road right-of-way. (All bearings and coordinates are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83 (1993 adj)). All coordinates and distances are surface and may be converted to grid by dividing by a combined scale factor of 1.000131)

** The monument described and 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.

A parcel plat of even date was prepared in conjunction with this property description. Access will be permitted to the remainder property abutting Cottonwood Church Road.

Before me, the undersigned authority on this day personally appeared Shabbir Husain as Manager of Texas Sims Investments, LLC

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.

TEXAS SIMS INVESTMENTS, LLC

Shabbir Husain
Manager

State of Texas
County of Fort Bend

This instrument was acknowledged before me on the 31st day of January, 2013 by Shabbir Husain as Manager of Texas Sims Investments, LLC.

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