

PAS Property Acquisition Services , LLC

March 14, 2013

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

1-29-2013
AGENDA ITEM
40 B1

Re: Spur 10 (90/10 Project) – Funding Request
Parcel 043 – Mark Band

Dear Ms. Batts:

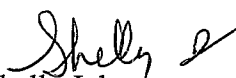
Please find enclosed the following referenced documents for signature and your review:

- 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 only & FBC
AKB of fair 3/15/13*

Closed Session:

Convened at 1:38 p.m.
Adjourned at 1:45 p.m.

Reconvene:

Reconvened at 1:47 p.m.

40. Reconvene Open Session and consider taking action on the following matters:

A. § 551.071. Consultation With Attorney.

- 1. Cause No. 11-DCV-192887; Tamica Humphrey vs. Sherrie Gilbert Hester; In the 268th Judicial District Court of Fort Bend County, Texas.**
- 2. Fort Bend County Risk Management File Number 3411P-116 / State Farm Mutual Automobile Insurance Company Claim Number 53-G622-720 (property damage subrogation lien claim vs. Sherrie Gilbert Hester re: loss dated March 4, 2011).**

Moved by Commissioner Patterson Seconded by Commissioner Meyers

Duly put and unanimously carried (5-0), it is ordered to approve and accept the proposal made by letter dated January 24, 2013 for the settlement of Fort Bend County's Worker's Compensation Subrogation Lien Claim against the personal injury claims asserted by Tamica Humphrey, arising from the accident on March 4, 2011 and also for the settlement of Fort Bend County's Property Damage Claim asserted against Sherrie Gilbert Hester (insured by State Farm Mutual Automobile Insurance Company), arising from the accident on March 4, 2011.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

B. § 551.072. Deliberation Regarding Real Property.

- 1. 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 19 in the amount of \$33,407.00, Parcel 20A in the amount of \$65,000.00 and Parcel 43 in the amount of \$174,330.00 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: March 14, 2013

Check Needed By: March 26, 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

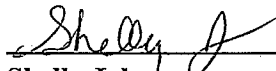
Amount of Check: **\$175,656.95**

Description: Parcel 043 - Mark Band - 0.5876 acres out of AJ James
Survey, A-37, Ft Bend County, Texas

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



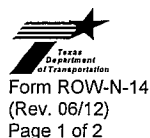
Shelly Johnson

**Right of Way
Invoice Transmittal**

Date	March 14, 2013		
Requested By	Property Acquisition Services		
Project Number			
Road Name	Spur 10	Parcel #	043
Type of Expense	<input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> Condemnation <input type="checkbox"/> Litigation Expense <input type="checkbox"/> Pipeline		
Reimbursable Expense	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Agency TxDOT
Payee Vendor #	13290	W-9 Required prior to closing for payment***	
Payee	Stewart Title Company		
Payee's Address	14100 Southwest Frwy, Ste 200		
Tax ID #	Sugar Land, TX 77478		
Amount of Check	\$175,656.95		
Date Check is Needed By	March 26, 2013	Closing Date	March 27, 2013
Return Check To	Paulette @ Engineering		
Description	Parcel 043 - Mark Band - 0.5876 acres out of AJ James Survey, A-37, 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	January 29, 2013		
Reviewed by Requestor	<u>Name</u> Mark Davis	<u>Date</u> March 14, 2013	
Reviewed by Co. Attorney	<i>W. H. Davis</i>	<i>W. H. Davis</i>	<i>3/15/13</i>
Reviewed by Engineering	<i>Paulette B. Atts</i>	<i>3-14-13</i>	
Reviewed by Co. Auditor			

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

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 043

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, **MARK ALLAN BAND** 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 ONE HUNDRED SEVENTY FOUR THOUSAND THREE HUNDRED THIRTY Dollars (\$174,330.00) 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.

And for the same consideration described above, and upon the same conditions, Grantors do hereby bargain, sell and convey unto the State of Texas that portion of the following improvement(s) located on the remaining property out of which the above-described premises were originally a portion, to wit: (1) Metal/Concrete Storage Shed & (2) Metal/Concrete Dog Kennel.

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.

N14

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

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part (herein called Highway Facility), shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such Highway Facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway Facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2013.

MARK ALLAN BAND

By: Mark Allan Band

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me this _____ day of _____, 2013 by Mark Allan Band.

Notary Public's Signature

Exhibit A

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

PROPERTY DESCRIPTION FOR PARCEL NO. 43

Being a 0.5876 of one acre (25,595 square feet) parcel of land located in the A. J. James Survey, Abstract 37, Fort Bend County, Texas and being out of and a part of that certain called 1.00 acre tract of land conveyed from Gilbert Band, Calvin Band, and Leona Band Hausler to Mark Band and wife, Jennifer Band by instrument of record dated May 19, 1986 and recorded in Volume 1851, Page 744 of the Official Records of Fort Bend County, Texas (F.B.C.O.R); said 0.5876 of one acre parcel being more particularly described as follows:

COMMENCING for reference at a 1/2-inch iron pipe found marking the east corner of aforementioned 1.00 acre tract, same being the north corner of that certain called 1.00 acre tract of land conveyed from Leona Band Hausler to Robert J. Hausler, Jr. by instrument of record dated January 27, 2000 and recorded under File Number 2000007849 of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.); thence as follows:

- South 42° 06' 01" West, along the common line of said 1.00 acre tract conveyed to Mark Band, et ux and said 1.00 acre tract conveyed to Robert J. Hausler, Jr., a distance of 112.48 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=2,977,429.78, Y=13,740,153.35;
- 1) THENCE, SOUTH 42° 06' 01" West, continuing along said common line, a distance of 159.81 feet to a 1/2-inch iron pipe found marking the south corner of said 1.00 acre tract conveyed to Mark Band, et ux and the west corner of said 1.00 acre tract conveyed to Robert J. Hausler, Jr., also being on the existing northeasterly right-of-way line of Gerken Road (width varies);
 - 2) THENCE, NORTH 47° 56' 13" West, along said existing northeasterly right-of-way line of Gerken Road and the southwesterly line of said 1.00 acre tract conveyed to Mark Band, et ux, a distance of 160.00 feet to a 1/2-inch iron pipe found marking the west corner of said 1.00 acre tract conveyed to Mark Band, et ux and the south corner of that certain called 1.00 acre tract conveyed from Gilbert Band, Calvin Band, and Leona Band Hausler to Larry A. Band and wife Linda Band by instrument of record dated March 16, 1977 and recorded in Volume 716, Page 635 of the Deed Records of Fort Bend County, Texas (F.B.C.D.R.);

Exhibit A

- 3) THENCE, NORTH 42° 06' 01" West, along the common line of said 1.00 acre tract conveyed to Mark Band, et ux and said 1.00 acre tract conveyed to Larry A. Band, et ux, a distance of 160.13 feet to a 5/8-inch iron rod with TxDOT aluminum disc set for corner on the aforementioned proposed northeasterly right-of-way line of SP 10;
- 4) THENCE, SOUTH 47° 49' 27" East, along said proposed northeasterly right-of-way line of SP 10, a distance of 160.00 feet to the POINT OF BEGINNING and containing 0.5876 of one acre (25,595 square feet) of land.

This description was prepared from a survey and plat prepared by the undersigned dated May, 2004. Access will be permitted to the highway facility from the remainder of the property lying northeasterly of Spur 10.

ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE, WITH COORDINATES GIVEN IN FEET. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.



Keith W. Monroe
05-07-04

A. J. JAMES SURVEY
A-37

GILBERT BAND, ET AL
TO MARK BAND AND
WIFE JENNIFER BAND
CALLED 100 ACRE
VOLUME 1851, PAGE 744, F.B.C.D.R.
MAY 19, 1986

S47°49'27"E 160.00'
PROPOSED R.O.W.

43

PROPOSED SPUR 10 (Width Varies)

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

196'00"

Project Baseline S47°49'27"E 4152.57'

Fnd. 1/2" I.P.

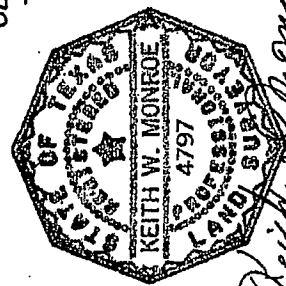
EXISTING R.O.W.

N47°56'13"W 160.00'

GERKEN ROAD (Width Varies) No Record Information Found

WILLIAM LEECH SURVEY Survey Line

A-281



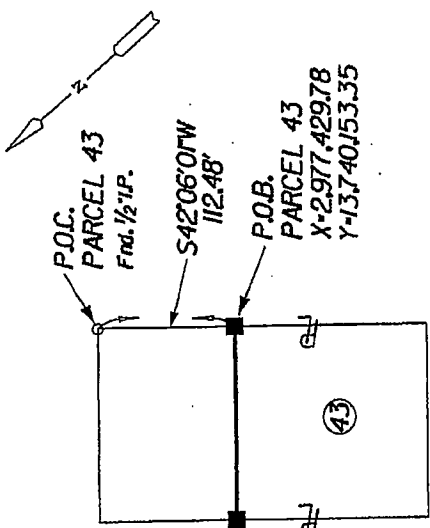
Keith W. Monroe
05-01-04

- 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

S42°06'01"W 112.48'
P.O.B. PARCEL 43
X-2977.42978
Y-13740.15335

159.81' S42°06'01"W

Fnd. 1/2" I.P.



GERKEN ROAD

PARENT TRACT INSET
PARCEL 43

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

- NOTES:
1. PROPERTY DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT BY THE UNDERSIGNED, DATED MAY, 2004.
 2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE NAD 83, WITH COORDINATES GIVEN IN FEET. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.

PARCEL PLAT
SHOWING

PARCEL 43:

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

EXIST. ACRES	TOTAL TAKING AREA	AREA WITHIN EXIST. ROW	AREA OF PROPOSED ADDIT. ROW		REMAINDER ACRES	
			LEFT	RIGHT	LEFT	RIGHT
1.00	0.5876 AC.	23.395 AC.	0.41			

Date: 3/4/13

Mark Allan Band
4205 Gerken Rd.
Rosenberg, TX 77471

County: Fort Bend
District: Houston
Highway No.: Spur 10
ROW CSJ No.: 0187-05-057
Federal Project No.:
Location: US 59 to SH 36 (1.5 Mi. S. of Pleak)
Parcel No.: 043

Dear Mr. Band,

Our negotiations for highway right of way across your property have progressed to the point that you have indicated a willingness to sign a deed in return for payment as agreed to in our previous discussions. It is thought to be in the best interests of both you and the Texas Department of Transportation to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Department will make payment.

Your property consists of 25,595 square feet located at 4205 Gerken Rd.. The right of way being purchased by the Texas Department of Transportation has been thoroughly explained. The payment of the amount of \$174,330.00 as herein agreed to will constitute full payment to be made by the Texas Department of Transportation for the property to be conveyed to the State. The State and Owner(s) have agreed to the following provisions:

Until payment is made by the State, title and possession of the property to be conveyed remain with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or the State shall have the right to terminate this agreement.

Additional Clauses:

And for the same consideration described above, and upon the same conditions, Grantors do hereby bargain, sell and convey unto the State of Texas that portion of the following improvement(s) located on the remaining property out of which the above-described premises were originally a portion, to wit: (1) Metal/Concrete Storage Shed & (2) Metal/Concrete Dog Kennel.

Grantors understand and agree that it will be necessary for the State to enter upon their remaining property out of which the above-described property was conveyed for the purpose of removing that portion of the above-described improvement (s) which is located on such Grantors' remaining property. Grantors hereby authorize the State, its agents or assigns, to enter upon such remaining property for the purpose of removing said improvement (s) and expressly waive all damages or claims that may result to the remaining property of the Grantors as a result of such entry and removal of said improvement (s).

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.

After the date of payment of the purchase price or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the Department's determination on any claim for reimbursement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and, no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue to you under the State's Relocation Assistance Program and the mutual benefits to be derived by you and the Texas Department of Transportation from the signing of this agreement.

The State, without cost to you as the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed deed and satisfy yourself (-selves) as to its (their) provisions. With your signing of this agreement and execution of the deed, the State will proceed with the issuance of a State warrant, which will be made out jointly to you and to Stewart Title, agent for the State of Texas. This company has been designated as the State's closing agent and is responsible to see that the Texas Department of Transportation obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right not to endorse the warrant and accept payment until you are fully satisfied on all details of the transaction.

Sincerely,



Raymond Johnson

Consultant to: Texas Department of Transportation, East Region

I (We) fully understand the Texas Department of Transportation's proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "*Relocation Assistance*." I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction.

MARK ALLAN BAND

Mark Allan Band

SSN

Date

Exhibit A

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

PROPERTY DESCRIPTION FOR PARCEL NO. 43

Being a 0.5876 of one acre (25,595 square feet) parcel of land located in the A. J. James Survey, Abstract 37, Fort Bend County, Texas and being out of and a part of that certain called 1.00 acre tract of land conveyed from Gilbert Band, Calvin Band, and Leona Band Hausler to Mark Band and wife, Jennifer Band by instrument of record dated May 19, 1986 and recorded in Volume 1851, Page 744 of the Official Records of Fort Bend County, Texas (F.B.C.O.R.); said 0.5876 of one acre parcel being more particularly described as follows:

COMMENCING for reference at a 1/2-inch iron pipe found marking the east corner of aforementioned 1.00 acre tract, same being the north corner of that certain called 1.00 acre tract of land conveyed from Leona Band Hausler to Robert J. Hausler, Jr. by instrument of record dated January 27, 2000 and recorded under File Number 2000007849 of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.); thence as follows:

South 42° 06' 01" West, along the common line of said 1.00 acre tract conveyed to Mark Band, et ux and said 1.00 acre tract conveyed to Robert J. Hausler, Jr., a distance of 112.48 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=2,977,429.78, Y=13,740,153.35;

- 1) THENCE, SOUTH 42° 06' 01" West, continuing along said common line, a distance of 159.81 feet to a 1/2-inch iron pipe found marking the south corner of said 1.00 acre tract conveyed to Mark Band, et ux and the west corner of said 1.00 acre tract conveyed to Robert J. Hausler, Jr., also being on the existing northeasterly right-of-way line of Gerken Road (width varies);
- 2) THENCE, NORTH 47° 56' 13" West, along said existing northeasterly right-of-way line of Gerken Road and the southwesterly line of said 1.00 acre tract conveyed to Mark Band, et ux, a distance of 160.00 feet to a 1/2-inch iron pipe found marking the west corner of said 1.00 acre tract conveyed to Mark Band, et ux and the south corner of that certain called 1.00 acre tract conveyed from Gilbert Band, Calvin Band, and Leona Band Hausler to Larry A. Band and wife Linda Band by instrument of record dated March 16, 1977 and recorded in Volume 716, Page 635 of the Deed Records of Fort Bend County, Texas (F.B.C.D.R.);

Exhibit A

- 3) THENCE, NORTH 42° 06' 01" West, along the common line of said 1.00 acre tract conveyed to Mark Band, et ux and said 1.00 acre tract conveyed to Larry A. Band, et ux, a distance of 160.13 feet to a 5/8-inch Iron rod with TxDOT aluminum disc set for corner on the aforementioned proposed northeasterly right-of-way line of SP 10;
- 4) THENCE, SOUTH 47° 49' 27" East, along said proposed northeasterly right-of-way line of SP 10, a distance of 160.00 feet to the POINT OF BEGINNING and containing 0.5876 of one acre (25,595 square feet) of land.

This description was prepared from a survey and plat prepared by the undersigned dated May, 2004. Access will be permitted to the highway facility from the remainder of the property lying northeasterly of Spur 10.

ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE, WITH COORDINATES GIVEN IN FEET. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.



Keith W. Monroe
05-07-04

A. J. JAMES SURVEY
A-37

GILBERT BAND, ET AL
TO MARK BAND AND
WIFE JENNIFER BAND
CALLED 100 ACRE
VOLUME 1851, PAGE 744, F.B.C.O.R.
MAY 19, 1986

S47°49'27"E 160.00'
PROPOSED R.O.W.

(43)

PROPOSED SPUR 10 (Width Varies)

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

N42°06'01"E 160.13'
Fnd. 1/2" I.P.

Project Baseline S47°49'27"E 4152.57'

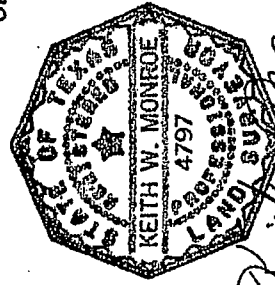
Fnd. 1/2" I.P.

N47°56'13"W 160.00'

EXISTING R.O.W.

GERKEN ROAD (Width Varies) No Record Information Found

WILLIAM LEECH SURVEY
A-281



Keith W. Monroe
05-07-04

- 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

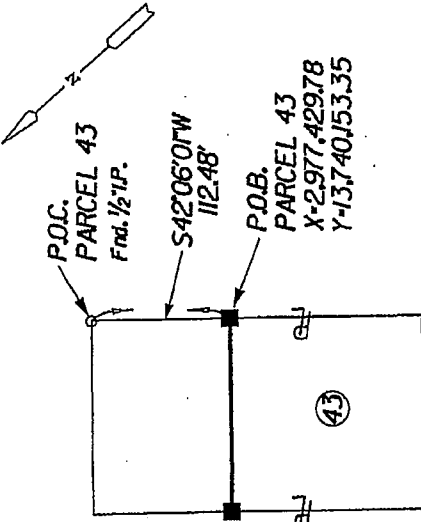
S42°06'01"W 112.48'
P.O.B.
PARCEL 43
X-2977.42978
Y-13740153.35

GERKEN ROAD

PARENT TRACT INSET
PARCEL 43

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

Fnd. 1/2" I.P.



NOTES:

1. PROPERTY DESCRIPTION FOR SUBJECT TRACT
PREPARED BY SEPARATE INSTRUMENT BY THE UNDERTAKEN,
DATED MAY, 2004.

2. ALL BEARINGS AND COORDINATES ARE BASED ON THE
2011 NAD 83 FRAME COORDINATE SYSTEM. ALL
DISTANCES AND COORDINATES GIVEN IN FEET. ALL
DISTANCES AND COORDINATES SHOWN ARE SURFACE AND
MAY BE CONVERTED TO GRID BY DIVIDING BY A
COMBINED ADJUSTMENT FACTOR OF 1.00013.

PARCEL PLAT
SHOWING

PARCEL 43:

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

EXIST. ACRES	TOTAL TAKING AREA	AREA WITHIN EXIST. ROW	AREA OF PROPOSED ADDIT. ROW	REMAINDER ACRES	
				LEFT	RIGHT
1.00	0.5876 A.C.			0.41	

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: 1015733043	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: Mark Allan Band

F. Name & Address of Lender:

G. Property Location: Property Address
Spur 10 - Parcel No. 43 Texas

Metes & Bounds
Being a 0.5876 acre parcel of land, located in the A.J. James Survey, Abstract 37, Fort Bend County, Texas, and being more particularly described by metes and bounds attached hereto.

H. Settlement Agent: Stewart Title Company, 14100 Southwest Freeway, Suite 200, Sugar Land, TX 77478, (281)491-7050
Place of Settlement: 14100 Southwest Freeway, Suite 200, Sugar Land, TX 77478

I. Settlement Date: 3/27/2013 **Proration Date:** 3/27/2013 **Disbursement Date:** 3/27/2013

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	\$174,330.00	401. Contract sales price	\$174,330.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$1,326.95	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	\$175,656.95	420. Gross Amount Due to Seller	\$174,330.00
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)	\$175,656.95	601. Gross amount due to seller (line 420)	\$174,330.00
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	\$175,656.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$174,330.00

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.

Mark Allan Band

L. Settlement Charges			
700. Total Sales/Broker's Commission		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:			
701.			
702.			
703.	Commission paid at settlement		
704.			
800. Items Payable in Connection with Loan			
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.			
809.			
810.			
811.			
812.			
813.			
900. Items Required by Lender to Be Paid in Advance			
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.			
905.			
1000. Reserves Deposited with Lender			
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments		
1006.			
1007.			
1008.			
1009.			
1100. Title Charges			
1101.	Settlement or closing fee		
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	\$1,240.00	
Includes above item numbers:			
1109.	Lender's coverage		
1110.	Owner's coverage \$174,330.00	\$1,240.00	
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)		\$1,326.95	\$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).

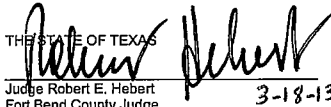
CERTIFICATION:

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.

THE STATE OF TEXAS


Judge Robert E. Hebert
Fort Bend County Judge

3-18-13

Mark Allan Band

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Monroe A Ashworth_____
Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

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

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

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

SELLER(S):

Mark Allan Band

PURCHASER (S):

THE STATE OF TEXAS

By: _____

Judge Robert E. Hebert
Fort Bend County Judge

Robert E. Hebert
3-18-13

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STEWART TITLE

By: _____

Monroe Ashworth, Commercial Escrow Officer
Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.
70/M.Ashworth

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Fort Bend GF No.1015733043

Brief Description of Property:

0.5876 acre tract, more or less, out of the A.J. James Survey, Abstract No. 37, Fort Bend County, Texas

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

1. Waiver of Inspection.

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

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

2. Receipt of Commitment.

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

3. Survey.

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

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

4. Arbitration.

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

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

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


5. Notice.

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

reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of March, 18, 2013.

THE STATE OF TEXAS

By: 
Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

GF No.:1015733043

Spur 10, Parcel 43

Brief Description of Property:

0.5876 acre tract, more or less, out of the A.J. James Survey, Abstract No. 37, Fort Bend County, Texas

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

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

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

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

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

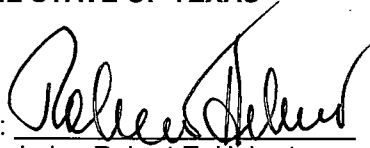
SELLER(S):

Mark Allan Band

PURCHASER (S):

THE STATE OF TEXAS

By: _____


Judge Robert E. Hebert
Fort Bend County Judge

3-18-13

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 1015733043

Taxpayer I. D. No. _____

SELLER'S NAME and MAILING ADDRESS

MARK ALLAN BAND

TRANSACTION INFORMATION

Closing Date: _____, _____, 2013

Brief Description of Property:

0.5876 acre tract, more or less, out of the A.J. James Survey, Abstract No. 37, Fort Bend County, Texas

Contract Sales Price: \$174,330.00

If multiple Sellers, allocation of sales price amount among the Sellers:

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? _____ (Yes or No)

CERTIFICATION

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

SELLER(S):

Mark Allan Band

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title GF No.1015733043

Brief Description of Property:

0.5876 acre tract, more or less, out of the A.J. James Survey, Abstract No. 37, Fort Bend County, Texas

BEFORE ME, the undersigned authority, on this day personally appeared
MARK ALLAN BAND, Owner/Seller(s)

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says to his/her knowledge:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.
2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.
3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following: _____.
4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except: _____.
5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except: _____.
6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for: _____.
7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. **The Seller's United States Employer's tax identification number or Social Security Number is:** _____. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.
8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.
9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

SELLER(S):

Mark Allan Band

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of
_____, 2013.

Notary Public in and for
The State of Texas