



# Property Acquisition Services, Inc.

February 7, 2013

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

**Re: Brand Lane – Funding Request  
Tract 002 – Fountainhead Mobile Homes, Inc.**

1-29-2013

**AGENDA ITEM**

#40 B 2 parcel 2

no signature required  
by Judge

Dear Ms. Batts:

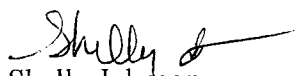
Please find enclosed the following referenced documents for signature and your review:

- Original Check Request
- Copy of Signed Deed for County Attorney Review
- W-9

This parcel will not be closing at a Title Company. Please let us know when the funds are ready to be picked up.

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 GTP  
Dominoes G FBC  
RHS  
2/7/13

copy received

January 29, 2013

**Item 40B continued - 551.072 Deliberation Regarding Real Property:**

**2. Brand Lane, Precinct 2.**

Moved by Commissioner Prestage Seconded by Commissioner Meyers

Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 2 of the Brand Lane Mobility Project in the amount of \$3,795.00 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

**41. Adjournment.**

Commissioners Court adjourned at 1:50 p.m. on Tuesday, January 29, 2013.

**Right of Way  
Invoice Transmittal**

<b>Date</b>		February 7, 2013	
<b>Requested By</b>		Property Acquisition Services	
<b>Project Number</b>			
<b>Road Name</b>		Brand Lane	<b>Parcel #</b> 002
<b>Type of Expense</b>		<input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> Condemnation <input type="checkbox"/> Litigation Expense <input type="checkbox"/> Pipeline	
<b>Reimbursable Expense</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Agency County</b>	
<b>Payee Vendor #</b>	NA	W-9 Required prior to closing for payment***	
<b>Payee</b>	Fountainhead Mobile Homes, Inc		
<b>Payee's Address</b>	PO Box 878; Diablo, CA; 94528		
<b>Tax ID #</b>	76-0536839		
<b>Amount of Check</b>		\$3,795.00	
<b>Date Check is Needed By</b>		February 21, 2013	<b>Closing Date</b> February 22, 2013
<b>Return Check To</b>		Paulette @ Engineering	
<b>Description</b> <div style="text-align: center;">Parcel 002 - Fountainhead Mobile Homes, Inc. - 0.029 acres out of William Stafford League, A-89, Ft Bend County, Texas</div>			
<b>Comments</b>			
<b>Accounting Unit</b>		100685888	<b>Account</b> 64500
<b>Activity</b>		P685- <sup>13</sup> ROWPURCH	<b>Account Category</b> 32000
<b>Purchase Order Number</b>			
<b>Requires CCT Approval?</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Commissioner's Court Approval Date</b> January 29, 2013			
<b>Reviewed by Requestor</b>		<u>Name</u> Mark Davis	<u>Date</u> February 7, 2013
<b>Reviewed by Co. Attorney</b>			
<b>Reviewed by Engineering</b>		<i>Paulette Batt</i>	<i>2-7-13</i>
<b>Reviewed by Co. Auditor</b>			

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

**FORT BEND COUNTY**  
**REQUEST FOR CHECK**

Date Requested: February 7, 2013

Check Needed By: February 21, 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: Brand Lane

**Payee: Fountainhead Mobile Homes, Inc.**

Payee's Address: PO Box 878  
Diablo, CA 94528

Payee's Tax ID/SS #: 76-0536839

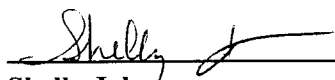
Amount of Check: **\$3,795.00**

Description: Parcel 002 - Fountainhead Mobile Homes, Inc. - 0.029 acres  
out of William Stafford League, A-89, Ft Bend County, Texas

Comments:

**PLEASE RETURN CHECK TO PAULETTE BATTS**

Requested By:

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

## WARRANTY DEED

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

§

THAT THE UNDERSIGNED, **FOUNTAINHEAD MOBILE HOMES, INC.**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of **THREE THOUSAND SEVEN HUNDRED NINETY FIVE DOLLARS (\$3,795.00)** cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, 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.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

EXECUTED this 4th day of FEBRUARY, 2013.

GRANTOR:

FOUNTAINHEAD MOBILE HOMES, INC.

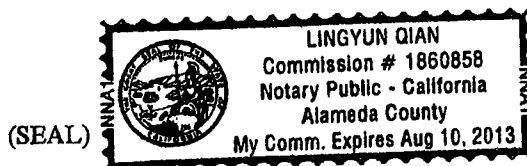
Timothy E. Gonzalez  
Signature

TIMOTHY E. GONZALEZ  
Printed Name

PRESIDENT  
Title

STATE OF California  
COUNTY OF Contra Costa

The foregoing instrument was acknowledged before me in the 4th day of  
February, 2013, by TIMOTHY KEVIN GONZALEZ the President of  
Fountainhead Mobile Homes, Inc.



Lingyun Qian  
NOTARY PUBLIC, STATE OF ~~TEXAS~~ CALIFORNIA

LINGYUN QIAN  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

Aug. 10, 2013

# EXHIBIT "A"

Brand Lane  
Tract 2  
0.0290 Acre (1,265 square feet)  
William Stafford League, A-89  
Fort Bend County, Texas

## DESCRIPTION

BEING A 0.0290 ACRE (1,265 SQUARE FEET) TRACT OF LAND SITUATED IN THE WILLIAM STAFFORD LEAGUE, A-89, FORT BEND COUNTY, TEXAS; BEING OUT OF AND A PART OF LOTS 28 AND 29 OF STAFFORD OAKS SUBD., ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 255, PAGE 484 OF THE FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.); AND BEING OUT OF AND PART OF THAT CERTAIN CALLED 20.095 ACRE TRACT DESCRIBED IN THE DEED TO FOUNTAIN MOBILE HOMES, INC., DATED JUNE 15, 1994 RECORDED IN VOLUME 2667, PAGE 1694 OF THE FORT BEND COUNTY DEED RECORDS OF FORT BEND COUNTY, TEXAS, SAID 0.0290 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE NORTH AMERICAN DATUM (NAD 1983). ALL DISTANCES AND COORDINATES HEREIN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999875828.

COMMENCING at a point marking the intersection of the East right-of-way of Brand Lane (60 feet wide), as recorded in Volume 255, page 484 Fort Bend County Deed Records, and the North line of said 20.095 acre tract, same being the North line of Lot 28 of said Stafford Oaks Subd., from which a found 1/2 inch iron pipe bears North 81°21' West, 1.31 feet;

THENCE, South 02°19'06" East, along the East right-of-way line of Brand Lane, a distance of 435.66 feet to a 5/8 inch iron with cap stamped "CEI" set for the proposed right-of-way and marking the POINT OF BEGINNING and the Northwest corner of the herein described 0.0290 acre tract and having surface coordinate values of X=3,055,982.13, Y=13,790,490.64;

THENCE, South 40°55'00" East, along said proposed right-of-way line, a distance of 72.04 feet to an angle point in the existing North right-of-way line of Stafford Run Creek, same being the North line of that certain called 0.690 acre tract conveyed to Fort Bend County Flood Control District, as recorded under Fort Bend County Clerk's File No. 98800877, said point marks the Southeast corner of said 0.0290 acre tract herein described, from which a found 1/2 inch iron rod bears South 56°22' West, 0.58 feet;

THENCE, South 87°40'54" West, along the existing North right-of-way line of said Stafford Run Creek, a distance of 44.95 feet to a point in the East right-of-way line of Brand Lane for the Southwest corner of said 0.0290 acre tract herein described, from which a found 1/2 inch iron rod bears South 69°35' West, 0.62 feet;

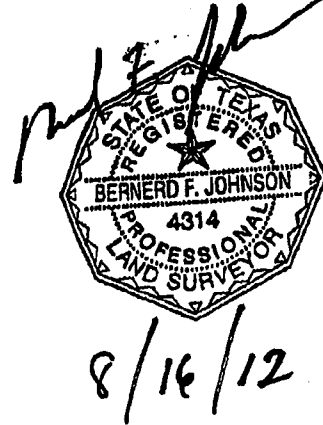


Brand Lane  
Tract 2  
0.0290 Acre (1,265 square feet)  
William Stafford League, A-89  
Fort Bend County, Texas

THENCE, North 02°19'06" West, along the existing East right-of-way line of said Brand Lane, a distance of 56.31 feet to the POINT OF BEGINNING of the herein described tract and containing a computed area of 0.0290 acre (1,265 square feet) of land.

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

Compiled By:  
Bernerd F. Johnson  
Registered Professional Land Surveyor No. 4314  
January, 2012  
Revised: August 13, 2012  
CENTURY ENGINEERING, INC.  
3030 South Gessner, Suite 100  
Houston, Texas 77063  
C.E.I. Job No. 07071-00.0  
(QW18) SV BRANDB.T



# LEGEND

- SANITARY SEWER MANHOLE (SAN. M.H.)
- STORM SEWER MANHOLE (STM. M.H.)
- STORM SEWER INLET

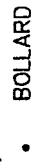
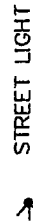
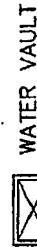
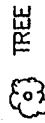
- ✦ FIRE HYDRANT
- ✦ WATER VALVE
- ✦ WATER METER
- ✦ POWER POLE
- ↑ DOWN GUY

- ✦ TRAFFIC SIGN
- ▢ GRATE INLET

- STORM SEWER (24" DIA. AND UNDER)
- STORM SEWER (GREATER THAN 24" DIA.)

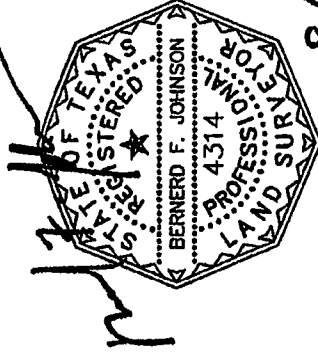
- ⊙ BORING LOG
- MAIL BOX
- TELEPHONE PEDISTAL

- x— FENCE



## NOTES:

- ALL BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICA DATUM OF 1983, (CORS) 96 ADJUSTMENT) 2002 EPOCH. ALL DISTANCES AND COORDINATES HEREIN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999875828.
- DRAWINGS ARE BASED ON ABSTRACTING PERFORMED.
- DRAWINGS ARE BASED ON FIELD SURVEYS PERFORMED.
- A CERTIFIED PROPERTY DESCRIPTION HAS BEEN PREPARED FOR THE PROPOSED TRACT BEING TAKEN HEREON.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.



8/16/12

REVISIONS								
NO.	DATE	DESCRIPTION						
1	08-13-12	REVISE TO UPDATE						
<table> <tr> <td>EXISTING</td><td>TAKING</td><td>REMAINING</td></tr> <tr> <td>20.095 AC. CALLED</td><td>0.0290 AC. 1,265 S.F.</td><td>20.066 AC.</td></tr> </table>			EXISTING	TAKING	REMAINING	20.095 AC. CALLED	0.0290 AC. 1,265 S.F.	20.066 AC.
EXISTING	TAKING	REMAINING						
20.095 AC. CALLED	0.0290 AC. 1,265 S.F.	20.066 AC.						
EXHIBIT SHOWING TRACT 2								
COUNTY: FT. BEND      DATE: JAN. 2012 ROAD: BRAND LANE      SCALE: 1" = 20'								
<b>CENTURY ENGINEERING, INC.</b> 3030 S. GESSNER SUITE 100 HOUSTON, TEXAS 77063 (713) 780-8871 Fax: 713-780-7882 Email: cme@centuryengineering.com								



**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name, if different from above

**FOUNTAINHEAD MOBILE HOMES, INC.**

Check appropriate box: ☐ Individual/  
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)

**P.O. Box 978**

Requester's name and address (optional)

City, state, and ZIP code

**DIABLO, CALIFORNIA 94528**

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.  
**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
| | | | | | | | | |

or

Employer identification number  
| | | | | | | | | |

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign  
Here**

Signature of  
U.S. person ▶

*Matthew E. Ponzio*

Date ▶ **FEBRUARY 4, 2013**

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-8(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.