



PAS Property Acquisition Services , LLC

March 13, 2013

3-12-2013

AGENDA ITEM

#24 B 2

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

**Re: Brand Lane – Funding Request
Tract 003 – Rudolph Castillo**

Dear Ms. Batts:

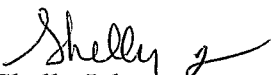
Please find enclosed the following referenced documents for signature and your review:

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

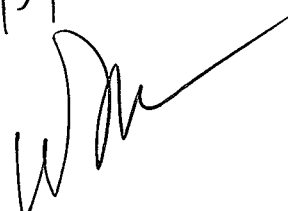
This parcel will not be closing at a Title Company. Please let us know when the funds are ready to be picked up.

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 w/ FD
Term only 4 FB C
A/B Officer 3/15/13*


FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested: March 13, 2013

Check Needed By: March 28, 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: Rudolph Castillo

Payee's Address: 4407 Perez St.
Stafford, TX 77477

Payee's Tax ID/SS #: 450-52-5472

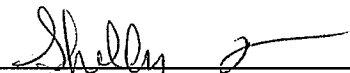
Amount of Check: **\$5,994.00**

Description: Stafford League, A-89, Fort Bend County Texas

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



Shelly Johnson

**Right of Way
Invoice Transmittal**

Date	March 13, 2013		
Requested By	Property Acquisition Services		
Project Number			
Road Name	Brand Lane	Parcel # 003	
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 #	NA	W-9 Required prior to closing for payment***	
Payee	Rudolph Castillo		
Payee's Address	4407 Perez St.; Stafford, TX 77477		
Tax ID #	73-52-170		
Amount of Check	\$5,994.00		
Date Check is Needed By	March 28, 2013	Closing Date	March 29, 2013
Return Check To	Paulette @ Engineering		
Description	Parcel 003 - Rudolph Castillo - 0.051 acres out of William Stafford League, A-89, Ft Bend County, Texas		
Comments			
Accounting Unit	100685888	Account 64500	
Activity	P685- ROW PURCH	Account Category 32000	
Purchase Order Number			
Requires CCT Approval?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Commissioner's Court Approval			
Date	March 12, 2013		
Reviewed by Requestor	<u>Name</u> Mark Davis	<u>Date</u> March 13, 2013	
Reviewed by Co. Attorney			
Reviewed by Engineering	Paulette Batt	3-13-13	
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

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)

Rudolph Castillo

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☒ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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

4407 Perez Street

City, state, and ZIP code

Stafford, TX 77477

Requester's name and address (optional)

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 the "Name" line 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

1	2	3	4	5	6	7	8	9	0	-	1	2	3	4	5	6	7	8	9	0
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Employer identification number

1	2	3	4	5	6	7	8	9	0	-	1	2	3	4	5	6	7	8	9	0
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

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. citizen or other U.S. person (defined below).

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 ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

WARRANTY DEED

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

§

THAT THE UNDERSIGNED, **RUDOLPH CASTILLO** hereinafter called "Grantor", whether one or more, for an in consideration of the sum of FIVE THOUSAND NINE HUNDRED NINETY FOUR DOLLARS (\$5,994.00) 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 _____, 2013.

RUDOLPH CASTILLO

Rudolph Castillo

Acknowledgement

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 2013, by Rudolph Castillo.

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

EXHIBIT "A"

Brand Lane
Tract 3
0.0510 Acre (2,220 square feet)
William Stafford League, A-89
Fort Bend County, Texas

DESCRIPTION

BEING A 0.0510 ACRE (2,220 SQUARE FEET) TRACT OF LAND SITUATED IN THE WILLIAM STAFFORD LEAGUE, A-89, FORT BEND COUNTY, TEXAS; BEING OUT OF AND A PART OF LOT 59 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 ALSO BEING OUT OF AND PART OF THE NORTH ONE-HALF (N 1/2) OF LOT 59 OF STAFFORD OAKS, AS DESCRIBED IN THE DEED TO RUDOLPH CASTILLO, DATED APRIL 7, 1969 RECORDED IN VOLUME 513, PAGE 712 OF THE FORT BEND COUNTY DEED RECORDS OF FORT BEND COUNTY, TEXAS, SAID 0.0510 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.

BEGINNING at a 5/8 inch iron rod with cap stamped "CEI" set in the West right-of-way line of Brand Lane (60 feet wide), as recorded in Volume 255, page 484 Fort Bend County Deed Records, said iron rod marks the common East corner of Lots 59 and 60 of said Stafford Oaks Subd., and the Northeast corner of the herein described 0.0510 acre tract and having surface coordinate values of X=3,055,908.20, Y=13,790,833.67;

THENCE, South 02°19'06" East, along the West right-of-way line of Brand Lane, a distance of 151.23 feet to a 5/8 inch iron with cap stamped "CEI" set for the South corner of said 0.0510 acre tract herein described;

THENCE, in a Northwesterly direction, along the easterly line of a 30-foot wide right-of-way easement, as recorded in Volume 370, Page 214 of the Fort Bend County Deed Records, said easterly line being 15 feet easterly of at right angles and parallel to the centerline of Stafford Run Creek, the following Four (4) courses and distances:

- 1) North 09°21'34" West, a distance of 28.41 feet to a 5/8 inch iron rod set for an angle point;
- 2) North 12°39'48" West, a distance of 71.90 feet to a 5/8 inch iron rod set for an angle point;
- 3) North 26°13'43" West, a distance of 45.25 feet to a 5/8 inch iron rod set for an angle point;
- 4) North 29°22'58" West, a distance of 12.27 feet to a 5/8 inch iron rod set in the common line between said Lots 59 and 60 for the Northwest corner of said 0.0510 acre tract herein described;

Brand Lane
Tract 3
0.0510 Acre (2,220 square feet)
William Stafford League, A-89
Fort Bend County, Texas

THENCE, North 87°40'54" East, along the common line between said Lots 59 and 60 of Stafford Oaks Subd., a distance of 40.32 feet to the POINT OF BEGINNING of the herein described tract and containing a computed area of 0.0510 acre (2,220 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
August 13, 2012
CENTURY ENGINEERING, INC.
3030 South Gessner, Suite 100
Houston, Texas 77063
C.E.I. Job No. 07071-00.0
(QW18) SV BRANDC.T



8/16/12

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

- ⚡ BUILDING

- ⚡ TREE

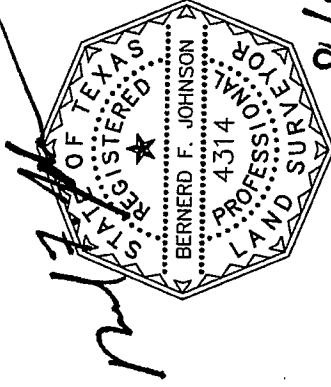
- ⚡ WATER VAULT

- ⚡ STREET LIGHT


- ⚡ BOLLARD

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	
EXISTING		TAKING	REMAINING
2.5 AC. CALLED		0.0510 AC. 2,220 S.F.	2.449 AC.
EXHIBIT SHOWING TRACT 3			
COUNTY: FT. BEND		DATE: AUG. 2012	
ROAD: BRAND LANE		SCALE: 1" = 20'	
<div> CENTURY ENGINEERING, INC. 3030 S. GESSNER SUITE 100 HOUSTON, TEXAS 77063 (713) 780-8871 Fax: 713-780-7862 Email: cmaslatte@centuryengineering.com</div>			

B.R. JIMERSON
CALLED 2.5 AC.
VOL. 2702, PG. 1460
F.B.C.D.R.

LOT 60

L5

SET 5/8"
I.R.

STA. 53+26.02
30.00' LT.

POINT OF
BEGINNING
SET 5/8" I.R.
SURFACE
X=3,055,908.20
Y=13,790,833.67

TRACT 3
0.0510 AC.
2,220 SQ. FT.

STAFFORD RUN
CREEK
EXISTING
R.O.W.

SET 5/8"
I.R.

C/L 30' F.B.C.D.D.
ROW/ESMT.
VOL. 370, PG. 214 F.B.C.D.R.

S 02°19'06" E - 151.23'

EX. RIGHT-OF-WAY

53+00

BRAND LANE (60' R.O.W.)

36" RCP STM

RUDOLPH CASTILLOO
CALLED 2.5 AC.
(N. 1/2 OF LOT 59)
VOL. 513, PG. 712 F.B.C.D.R.
LOT 59

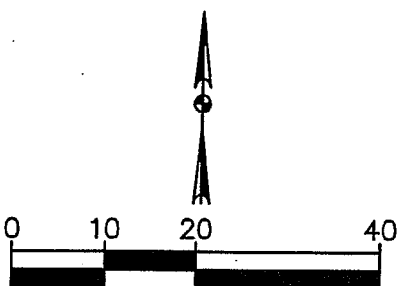
WILLIAM STAFFORD LEAGUE,
A-89

SET 5/8"
I.R.

SET 5/8"
I.R.

STA. 51+74.79
30.00' LT.

BASELINE=CENTERLINE
BRAND LANE



SCALE: 1"=20'

LINE NO.	BEARING	DISTANCE
L1	N 09° 21' 34" W	28.41'
L2	N 12° 39' 48" W	71.90'
L3	N 26° 13' 43" W	45.25'
L4	N 29° 22' 58" W	12.27'
L5	N 87° 40' 54" E	40.32'

EXHIBIT SHOWING
TRACT 3

COUNTY: FT. BEND
ROAD: BRAND LANE

DATE: AUG. 2012
SCALE: 1" = 20'



CENTURY ENGINEERING, INC.

3030 S. GESSNER SUITE 100 HOUSTON, TEXAS 77063 (713) 780-8871
Fax: 713-780-7662 Email: dmassiatte@centuryengineering.com