

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

512 SOUTH SEVENTH STREET
RICHMOND, TEXAS 77469

(281) 342-9636

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Charles Austin "Chip" Sutton

March 27, 2015

Patsy Schultz, Tax Assessor-Collector
Fort Bend County Tax Office
1317 Eugene Heimann Circle
Richmond, Texas 77469

HAND DELIVERED

RE: Bid to Purchase Tax Resale Properties

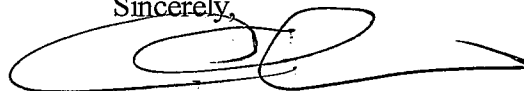
Dear Ms. Schultz:

I am forwarding this letter to your attention regarding a tax resale bid that the law firm for the City of Rosenberg has received from Terry Scott. This tax resale bid is for the purchase of tax resale properties owned by the City of Rosenberg as trustee for itself and for Fort Bend County, Fort Bend County Drainage District, and Lamar Consolidated Independent School District as a result of the failure of the properties to sell at the tax sale on the courthouse steps. In order for the properties to be sold for less than the entire amount of taxes and costs owed, the formal approval of all taxing entities, including Fort Bend County and Fort Bend County Drainage District, is required pursuant to Texas Property Tax Code Section 34.05. I have enclosed with this letter, a bid analysis, map of the subject properties and proposed tax resale deed prepared by the law firm for the City of Rosenberg. This tax resale bid has been previously approved by the City of Rosenberg and Lamar Consolidated Independent School District.

I would respectfully request that this tax resale bid be placed as action items on the agenda of an upcoming Fort Bend County Commissioners' Court and Fort Bend County Drainage District meeting. A suggested wording of the agenda items is "Consider approval of offer to purchase tax resale property."

Please do not hesitate to contact me if you have any questions, need additional information or would like to meet with me with respect to this or any other matter.

Sincerely,



Charles A. "Chip" Sutton
Attorney-at-Law

Bid Analysis

Cause No. 06-DCV-182775 Account No(s). 7835000380130901 and 7835000380140901

Description:

TRACT 1: GEO NUMBER: 7835000380130901

LOT THIRTEEN (13), BLOCK THIRTY-EIGHT (38), IN THE TOWN OF ROSENBERG, FORT BEND COUNTY, TEXAS, ACCORDING TO THE PLAT OF SAID TOWN SHOWN OF RECORD IN VOLUME P, PAGE 146 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

TRACT 2: GEO NUMBER: 7835000380140901

LOTS FOURTEEN (14) AND FIFTEEN (15) IN BLOCK THIRTY-EIGHT (38) OF THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, ACCORDING TO THE PLAT OF SAID CITY OF ROSENBERG, APPEARING OF RECORD IN VOLUME P, PAGE 146 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS

Bid Amount \$18,000.00

Name of Bidder Terry Scott

Judgment/ Opening Bid Information

<u>Tax Entity</u>	<u>Tax Years</u>	<u>Amount Due</u>
7835000380140901: City of Rosenberg	2005-2012	\$3,927.83 (18%)
7835000380130901: City of Rosenberg	2005-2012	\$428.17 (2%)
7835000380140901: Fort Bend County/ Lamar Consolidated Independent School District	2005-2012	\$15,965.52(73%)
7835000380130901: Fort Bend County/ Lamar Consolidated Independent School District	2005-2012	\$1,562.16 (7%)

Total (7835000380130901 and 7835000380140901) \$21,883.68

TOTAL AMOUNT DUE AT TIME OF Tax Sale: **\$21,883.68**

Property Value (at time of Judgment)

Account No. 7835000380130901	<u>\$6,340.00</u>
Account No. 7835000380140901	<u>\$58,120.00</u>

Costs

Court Costs	<u>\$561.00</u>
Abstract Fees (PBF)	<u>\$500.00</u>
Publication Fee (Fort Bend Herald)	<u>\$457.14</u>
Constable Fee & Commission (Constable Constable Rob Cook)	<u>\$920.00</u>
Ad Litem (PBF)	<u>\$1,200.00</u>
Recording Fee (Struckoff Deed- PBFM)	<u>\$25.00</u>
Recording Fee (Resale Deed)	<u>\$25.00</u>

Total costs: \$3,688.14

Proposed Distribution

Bid Amount \$18,000.00 - Costs \$3,688.14 - Post Jdmt \$2,589.77 (January, 2015 for 2013-2014 Tax Years)

(ACCOUNT NO. 7835000380130901 and 7835000380140901) Net to Distribute
\$11,722.09

City of Rosenberg (7835000380130901)	\$2,109.98
City of Rosenberg (7835000380140901)	\$234.44
Fort Bend County/ Lamar-CISD (783500038013090)	\$8,557.13
Fort Bend County/ Lamar-CISD (7835000380140901)	\$820.54

**Please zero out all remaining balances for 2005-2012 tax years

THE STATE OF TEXAS
COUNTY OF FORT BEND

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RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHT:

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.

KNOW ALL MEN BY THESE PRESENTS that the CITY OF ROSENBERG for itself and as Trustee for the use and benefit of the FORT BEND COUNTY, LAMAR-CONSOLIDATED INDEPENDNET SCHOOL DISTRICT, LATERAL ROAD & FLOOD CONTROL, FORT BEND COUNTY DRAINAGE, AND FORT BEND COUNTY GENERAL FUND, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of EIGHTEEN THOUSAND DOLLARS (\$18,000.00), in hand paid by TERRY SCOTT ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of the CITY OF ROSENBERG for itself and as Trustee for the use and benefit of the FORT BEND COUNTY, LAMAR-CONSOLIDATED INDEPENDNET SCHOOL DISTRICT, LATERAL ROAD & FLOOD CONTROL, FORT BEND COUNTY DRAINAGE, AND FORT BEND COUNTY GENERAL FUND, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 08-DCV-162775, styled CITY OF ROSENBERG VS. CAVAZOS, IGNACIO, ET ALSaid property being described as:

TRACT 1: GEO NUMBER: 7835000380130901
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GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Property Code.

GRANTOR conveys the property:

- (a). "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- (b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- (c). subject to any right of redemption; and
- (d). subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- (a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,
- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),
- (d). compliance with applicable environmental laws, rules or regulations; and
- (e). the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a). that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- (b). GRANTEE has inspected the property and is relying solely on his own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (c). that any information provided with respect to the property was obtained from a variety of sources, and
- (d). 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.

- (e) that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective 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 the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, his successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any 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 and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. 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 predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of his successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR'S elected and appointed officials, employees, officers, directors, representatives, attorney and agents from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

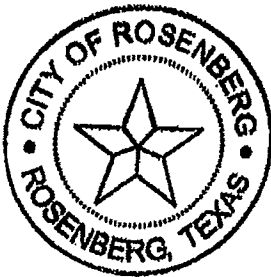
TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said CITY OF ROSENBERG., his successors, beneficiaries, heirs and assigns forever, so that neither the CITY OF ROSENBERG for itself and as Trustee for the use and benefit of the FORT BEND

ROAD & FLOOD CONTROL, FORT BEND COUNTY DRAINAGE, AND FORT BEND COUNTY GENERAL FUND, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE.

Executed this 17th day of February, 2015.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed their 17th day of February, 2015.



CITY OF ROSENBERG

[Handwritten Signature]
VINCENT M. MORALES, JR.
MAYOR

THE STATE OF TEXAS

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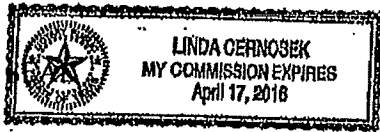
COUNTY OF FORT BEND

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, VINCENT M. MORALES, JR., Mayor, CITY OF ROSENBERG, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of

February, 2015.



Linda Cernosek
NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: 4-17-16

Grantee:

Terry Scott
P.O. Box 824
Needville, TX 77461

After Recording Return to:

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008
Kevin Davidson

COPY

Executed this 19th day of March, 2015.

LAMAR-CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

Julie Thompson

JULIE THOMPSON
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS

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COUNTY OF FORT BEND

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ACKNOWLEDGMENT

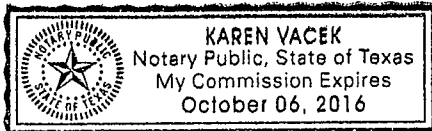
BEFORE ME, the undersigned authority, on this day personally appeared, JULIE THOMPSON, President, Board of Trustees, LAMAR-CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of March, 2015.

Karen Vacek

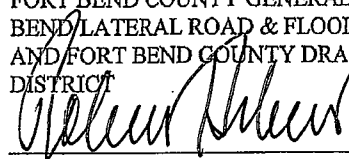
NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: 10/06/16

SEAL



Executed this 14th day of April, 2015.

FORT BEND COUNTY GENERAL FUND, FORT
BEND LATERAL ROAD & FLOOD CONTROL,
AND FORT BEND COUNTY DRAINAGE
DISTRICT

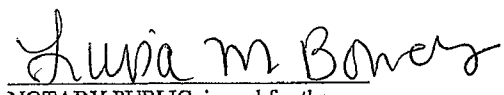

ROBERT E. HEBERT
COUNTY JUDGE, FORT BEND COUNTY

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, ROBERT E. HEBERT, County Judge, FORT BEND COUNTY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of April, 2015.


NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: 9-7-16

SEAL

