

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
512 SOUTH SEVENTH STREET
RICHMOND, TEXAS 77469

(281) 342-9636
FAX: (281) 341-7808

Charles Austin "Chip" Sutton

March 30, 2017

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 Property

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 Juan Zavala. This tax resale bid is for the purchase of a tax resale property owned by the City of Rosenberg as trustee for itself and for Fort Bend County, the Fort Bend County Drainage District and Lamar Consolidated Independent School District and as a result of the failure of the property to sell at the tax sale on the courthouse steps. In order for the property 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 the Fort Bend County Drainage District, is required pursuant to Texas Property Tax Code Section 34.05. The tax resale bid has been previously approved by the City of Rosenberg and Lamar Consolidated Independent School District. I have enclosed with this letter, a map and photo of the subject property, a bid analysis, proposed resolutions and orders for the County and Drainage District, and the proposed tax resale deed prepared by the law firm for the City of Rosenberg.

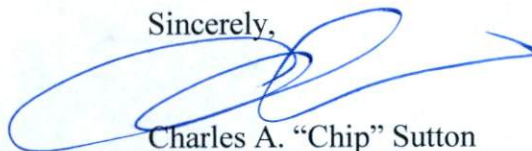
I would respectfully request that this tax resale bid be placed on the next possible agenda of the Fort Bend County Commissioners' Court and the Fort Bend County Drainage District. A suggested wording of the agenda items is as follows:

Consider approval of a bid by Juan Zavala to acquire a tax resale property described as:
All that certain tract or parcel of land lying and being situated in Fort Bend County, Texas, known and designated as Lot 6, Block 12 according to the map of the plan of the Town of Rosenberg, Texas, according to a map recorded in the Deed Records of said Fort Bend County, Texas (Account #7835-00-012-0060-901)

COLORADO • DELAWARE • FLORIDA • ILLINOIS • MICHIGAN
MISSOURI • NEVADA • NEW YORK • OHIO • PENNSYLVANIA • TEXAS

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,

A handwritten signature in blue ink, appearing to read 'Charles A. Sutton', with a large, stylized flourish extending to the right.

Charles A. "Chip" Sutton
Attorney at Law

Bid Analysis

Cause No. 12-DCV-202383
Judgment Date: 10/28/2014

Account No(s). 7835000120060901
Struck Off Date: 4/7/15

Description:

GEO: 7835000120060901

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN FORT BEND COUNTY, TEXAS, KNOWN AND DESIGNATED AS LOT 6, BLOCK 12 ACCORDING TO THE MAP OF THE PLAN OF THE TOWN OF ROSENBERG, TEXAS, ACCORDING TO MAP RECORDED IN THE DEED RECORDS OF SAID FORT BEND COUNTY, TEXAS.

Bid Amount \$1,860.66

Name of Bidder Juan Zavala

Judgment/ Opening Bid Information

<u>Tax Entity</u>	<u>Tax Years</u>	<u>Amount Due</u>
City Of Rosenberg	2011-2013	\$192.41 (22%)
Lamar Consolidated Independent School District, Fort Bend County General Fund, Fort Bend County Lateral Road And Flood Control, Fort Bend County Drainage District	2011-2013	\$722.34 (78%)
		<u>\$914.75</u>
<i>Total (7835000120060901)</i>		

TOTAL AMOUNT DUE AT TIME OF TAX SALE: \$914.75

Property Value (at time of Judgment)

Account No. 7835000120060901 \$7,750.00

Costs

Court Costs	<u>\$573.00</u>
Publication Fee (Fort Bend Independent Paper)	<u>\$211.50</u>
Constable Fee & Commission (Constable Constable Rob Cook)	<u>\$310.00</u>
Recording Fee (Struckoff Deed- PBFCM)	<u>\$25.00</u>
Research Fee (PBF)	<u>\$110.66</u>
Ad Litem Fee (PBF)	<u>\$525.00</u>

Total costs to be paid: \$1,755.16

Costs Not Paid By Bid

Abstract Fee (PBF) \$360.66

Total costs not paid: \$360.66

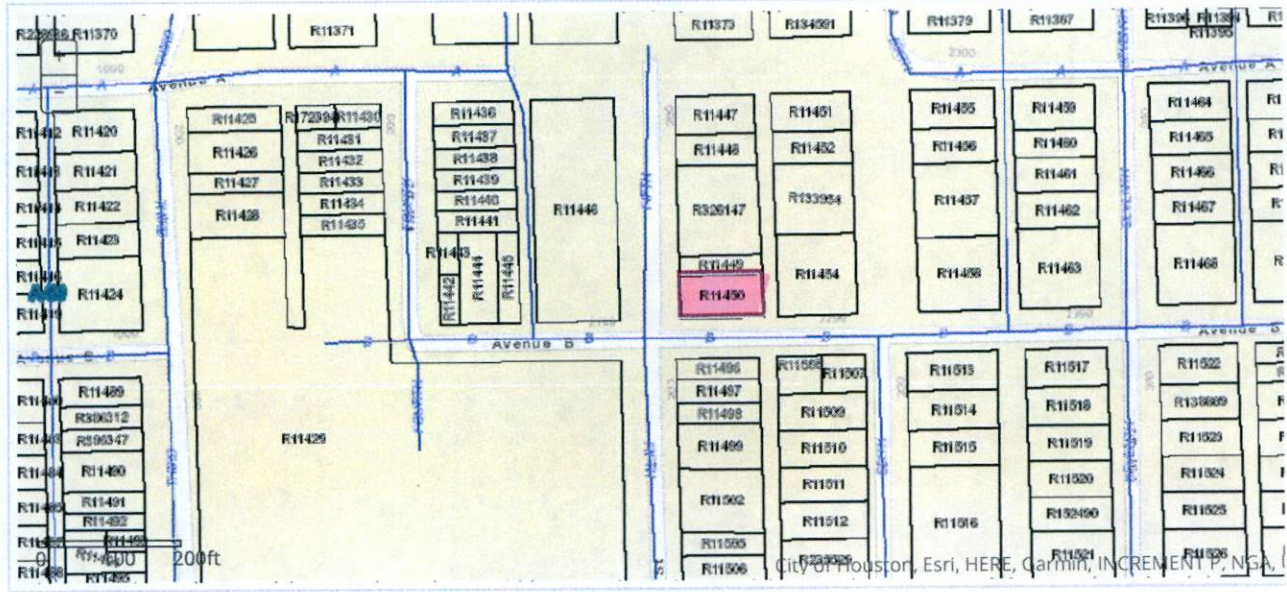
Proposed Distribution

Bid Amount \$1860.66 - Costs \$1,894.50 - Post Jdmt \$360.66 (Dec., 2016
for 2014-2015 Tax Years)

(ACCOUNT NO. 7835000120060901) Net to Distribute \$0.00

**Please zero out all remaining balances for 2011-2013 tax years.

221 5th Street, Rosenberg



DISCLAIMER

Every effort has been made to offer the most current and correct information possible on these pages. The information included on these pages has been compiled by County staff from a variety of sources, and is subject to change without notice. The Fort Bend Central Appraisal District makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. The Fort Bend Central Appraisal District reserves the right to make changes at any time without notice. Original records may differ from the information on these pages. Verification of information on source documents is recommended. By using this application, you assume all risks arising out of or associated with access to these pages, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application. The Fort Bend Central Appraisal District shall not be liable for any damages whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omissions, deletions, errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information said or implied.

221 5th St, Rosenberg

LEAD
END

5th
Street

Ave. B



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Google Earth

Report a problem

29°33'55.24" N 95°48'16.78" W elev 93 ft eye alt 103 ft

* Subject Property

THE STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

RESOLUTION AND ORDER

WHEREAS, Fort Bend County, the Fort Bend County Drainage District, Lamar Consolidated Independent School District and the City of Rosenberg (“taxing authorities”) foreclosed on property (“the property”) through a delinquent tax lawsuit and judgment identified as follows:

All that certain tract or parcel of land lying and being situated in Fort Bend County, Texas, known and designated as Lot 6, Block 12 according to the map of the plan of the Town of Rosenberg, Texas, according to a map recorded in the Deed Records of said Fort Bend County, Texas (Account #7835-00-012-0060-901)

WHEREAS, taxing authorities remain unpaid after exhausting all legal means to satisfy the collection of the delinquent taxes due and owing to the taxing authorities, including conducting a public auction of the property by the Fort Bend Constable whereby the property was struck off to the taxing authorities and;

WHEREAS, being no bids for the property at the tax sale on February 4, 2015, the City of Rosenberg, Trustee for itself and other taxing authorities, now holds the property in trust to secure the payment of taxes, penalties, interest and costs owed to all taxing authorities participating in the foreclosure judgment;

WHEREAS, the property held in trust by the City of Rosenberg, Trustee for itself and other taxing authorities is exempt from taxation and it is in the best interests of the taxing authorities to have the property returned to the active tax roll as taxable property;

WHEREAS, the City of Rosenberg has received an offer of \$1,860.66 to purchase the property from the Juan Zavala.

NOW, THEREFORE, IT IS ORDERED by Fort Bend County:

1. That all of the above paragraphs are true, correct and in the best interest of Fort Bend County and as such they are hereby incorporated in full and made part of this Resolution;
2. That Fort Bend County accepts this offer and authorizes the County Judge of Fort Bend County to sign and execute the deed on behalf of Fort Bend County to transfer title to the person submitting the offer to purchase the property.

APPROVED, PASSED AND ORDERED this the 11 day of April, 2017.



Robert Hebert, County Judge

ATTEST: 

Laura Richard, County Clerk



THE STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

RESOLUTION AND ORDER

WHEREAS, Fort Bend County, the Fort Bend County Drainage District, Lamar Consolidated Independent School District and the City of Rosenberg (“taxing authorities”) foreclosed on property (“the property”) through a delinquent tax lawsuit and judgment identified as follows:

All that certain tract or parcel of land lying and being situated in Fort Bend County, Texas, known and designated as Lot 6, Block 12 according to the map of the plan of the Town of Rosenberg, Texas, according to a map recorded in the Deed Records of said Fort Bend County, Texas (Account #7835-00-012-0060-901)

WHEREAS, the taxing authorities remain unpaid after exhausting all legal means to satisfy the collection of the delinquent taxes due and owing to the taxing authorities, including conducting a public auction of the property by the Fort Bend Constable whereby the property was struck off to the taxing authorities and;

WHEREAS, being no bids for the property at the tax sale on February 4, 2015, the City of Rosenberg, Trustee for itself and other taxing authorities, now holds the property in trust to secure the payment of taxes, penalties, interest and costs owed to all taxing authorities participating in the foreclosure judgment;

WHEREAS, the property held in trust by the City of Rosenberg, Trustee for itself and other taxing authorities is exempt from taxation and it is in the best interests of the taxing authorities to have the property returned to the active tax roll as taxable property;

WHEREAS, the City of Rosenberg has received an offer of \$1,860.66 to purchase the property from the Juan Zavala.

NOW, THEREFORE, IT IS ORDERED by the Fort Bend County Drainage District:

1. That all of the above paragraphs are true, correct and in the best interest of the Fort Bend County Drainage District and as such they are hereby incorporated in full and made part of this Resolution;
2. That the Fort Bend County Drainage District accepts this offer and authorizes the County Judge of Fort Bend County to sign and execute the deed on behalf of the Fort Bend County Drainage District to transfer title to the person submitting the offer to purchase the property.

APPROVED, PASSED AND ORDERED this the 11 day of April, 2017.



Robert Hebert, County Judge

ATTEST:



Laura Richard, County Clerk





THE STATE OF TEXAS	§	
	§	RESALE DEED
COUNTY OF FORT BEND	§	

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 LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, FORT BEND COUNTY GENERAL FUND, FORT BEND COUNTY LATERAL ROAD AND FLOOD CONTROL, FORT BEND COUNTY DRAINAGE DISTRICT, 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 ONE THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND SIXTY SIX CENTS (\$1,860.66), in hand paid by JUAN ZAVALA ("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 LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, FORT BEND COUNTY GENERAL FUND, FORT BEND COUNTY LATERAL ROAD AND FLOOD CONTROL, FORT BEND COUNTY DRAINAGE DISTRICT, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 12-DCV-202383, styled CITY OF ROSENBERG VS. PHILIP AMY, INDIVIDUALLY AND AS HEIR TO RENA & ALVIN AMY, ET AL said property being described as:

GEO: 7835000120060901

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN FORT BEND COUNTY, TEXAS, KNOWN AND DESIGNATED AS LOT 6, BLOCK 12 ACCORDING TO THE MAP OF THE PLAN OF THE TOWN OF ROSENBERG, TEXAS, ACCORDING TO MAP RECORDED IN THE DEED RECORDS OF SAID FORT BEND COUNTY, TEXAS.

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 heirs, 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 himself and his heirs, 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 JUAN ZAVALA, 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 LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, FORT BEND COUNTY GENERAL FUND, FORT BEND COUNTY LATERAL ROAD AND FLOOD CONTROL, FORT BEND COUNTY

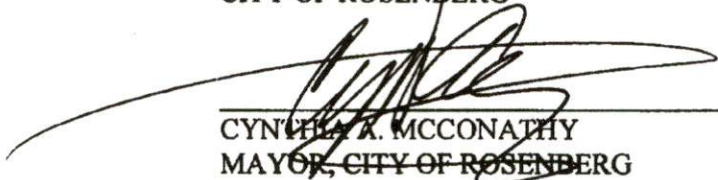
DRAINAGE DISTRICT, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

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

Executed this 25th day of April, 2017.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed their 25th day of April, 2017.

CITY OF ROSENBERG


CYNTHIA A. MCCONATHY
MAYOR, CITY OF ROSENBERG

THE STATE OF TEXAS

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COUNTY OF FORT BEND

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, CYNTHIA A. MCCONATHY, Mayor, and CITY OF ROSENBERG, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/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 25th day of April, 2017.



Linda Cernosek
NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: 4-17-2020

Grantee:

Juan Zavala
16874 W. Maghitto Circle
Tomball, TX 77377
832-334-2301

After Recording Return to:

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

Executed this 11 day of April, 2017.

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

Robert E. Hebert

ROBERT E. HEBERT
COUNTY JUDGE, FORT BEND COUNTY

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

ACKNOWLEDGMENT

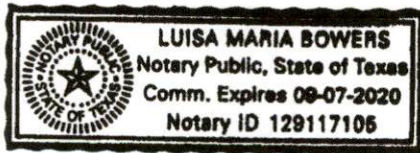
BEFORE ME, the undersigned authority, on this day personally appeared, ROBERT E. HEBERT, County Judge, FORT BEND COUNTY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of April 2017.

Luisa Maria Bowers

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: 9-7-2020

SEAL



Executed this 23rd day of March, 17.

LAMAR-CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

James Steenberg
JAMES STEENBERGEN
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, JAMES STEENBERGEN, 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 he/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 23rd day of March, 2017.

Karen Vacek
NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: 10/6/2020



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County, Texas

May 05, 2017 09:01:31 AM

FEE: \$35.25 TS1
DEED

2017048558

