



WHEREAS, the NSP and the Agreement further provide that to ensure affordability, the County must impose either resale or recapture requirements, with resale provisions requiring the property to be sold only to a buyer who qualifies as low-income and uses the property as their principal residence, and recapture provisions allowing the County to recapture all of the grant funds if the Affordability Period is not fulfilled; and

WHEREAS, as of the date hereof, the Affordability Period required by the NSP and the Agreement has not yet expired; and

WHEREAS, Borrower desires to sell the property encumbered by the Note and Lien and has entered into a contract for sale with a third-party buyer that does not meet the resale provisions of the NSP, triggering the County's right to recapture the grant funds in full; and

WHEREAS, in order to facilitate the closing of the sale of said property and allow for the release of sale proceeds to the County, the County has agreed to release the Note and Lien upon confirmation that the recaptured funds in the amount of \$177,500.00 are held in escrow by Commonwealth Land Title Insurance Company and remitted to the County as provided herein.

NOW, THEREFORE, as the legal and equitable holder and owner of the Note and Lien, the County acknowledges and agrees to the following:

1. The Note and Lien are recorded under Clerk's File No. 2010102852 of the Official Public Records of Fort Bend County, Texas and encumber the real property located at 9326 Russeff Field Lane, Rosenberg, Texas 77469, which property is legally described as follows:

Lot Eighteen (18), in Block Three (3) of Bonbrook Plantation North, Section Two (2) Amending Plat No. 1, a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 20050219 of the Official Public Records of Fort Bend County, Texas (the "Property").
2. The Borrower is subject to the Affordability Period and recapture provisions described herein;
3. The County is releasing the Note and Lien on the express condition that the full amount of recaptured funds, totaling \$177,500.00, shall be placed in escrow by Commonwealth Land Title Insurance Company from the sale proceeds and remitted directly to Fort Bend County, Texas.
4. Subject to the recapture provisions provided herein, County hereby **RELEASES** and **DISCHARGES** the Property from all liens and security interests held by County in the Note and Lien, and any other instruments prior to the date of this instrument, without regard to how they were created or evidenced.

{Execution Page Follows}

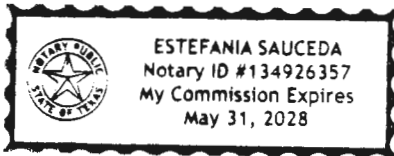
FORT BEND COUNTY, TEXAS

BY: *KP George*  
KP George, County Judge

THE STATE OF TEXAS §  
§  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 10 day of September, 2025, by KP George, County Judge of Fort Bend County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein and herein described, on behalf of Fort Bend County, Texas.

*Estefania Saucedo*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Laura Richard*

Laura Richard, County Clerk

Fort Bend County Texas

September 10, 2025 04:47:30 PM

FEE: \$0.00 RMR

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