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+ATTORNEY - MEDIATOR

May 13, 2016

Mr. Kenneth Lynn
3452 Spur 399
McKinney, TX 75069

Re: Offer from Kashif Riaz to purchase
D J Jaynes Survey, Blk 2, Tract 51, Farmersville, Texas

Dear Mr. Lynn:

Kashif Riaz has offered to purchase D J Jaynes Survey, Blk 2, Tract 51, Farmersville, Collin County, Texas (BEING .0087 ACRES OF LAND OUT OF ABSTRACT 471 AS DESCRIBED AT THE APPRAISAL DISTRICT IN GEOGRAPHIC ID NUMBER R647100205101.) for \$100.00.

This property was sold at a Sheriff's Sale on February 1, 2005 pursuant to delinquent tax collection suit number 416-501-04. There were no bidders and the property was struck off to the College for itself and on behalf of the other taxing jurisdictions.

The property's 2015 tax value according to the Appraisal District is \$4,705.00. However, a portion of the .1100 acres originally struck off was sold to the State, and the new 2016 tax value on the remaining .0087 acres is unavailable at this time. The property was struck off for the minimum amount, \$6,446.12, which includes taxes, penalties and interest, costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code the court costs and costs of sale must be paid first out of the proceeds of a resale. The remainder would be distributed to the taxing jurisdictions pro-rata. Those costs total \$1,895.60. A breakdown of amounts each taxing entity will receive is enclosed.

If all taxing jurisdictions agree to accept \$100.00 for the property, the property may be sold for that amount. Each jurisdiction must execute the deed.

If your entity decides to accept this offer, enclosed for execution is a Deed Without Warranty our office prepared for this resale. When the Deed is executed, please return it to me, so that I may finalize this transaction.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,



Erin Minett

Enclosure

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**DEED WITHOUT WARRANTY
(TAX FORECLOSED PROPERTY RESALE)**

Date: _____, 2016

Grantor: FARMERSVILLE INDEPENDENT SCHOOL DISTRICT, COLLIN COUNTY, COLLIN COUNTY COMMUNITY COLLEGE DISTRICT, and CITY OF FARMERSVILLE

Grantor's Mailing Address (including county):
205 S. Main
Farmersville, Texas 75442
Collin County

Grantee: Kashif Riaz

Grantee's Mailing Address (including county):
4201 Maycraft Dr
Richardson TX 75082
Collin County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

Property described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

4. Rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes.
17. Visible and apparent easements over or across subject property.
18. Rights of parties in possession.
19. Any and all easements, restrictions, covenants, conditions and reservations of record, if any, applicable to the herein conveyed property or any part hereof.
20. Any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.
21. All oil, gas, and other minerals reserved by prior grantors.

By acceptance of this Deed, Grantee acknowledges and agrees that the Property is being purchased and conveyed "AS IS" with all faults and defects whether patent or latent as of the closing. Grantors, on behalf of themselves and the other taxing entities on whose behalf it holds title to the Property, specifically negates and disclaims any representations, warranties or guaranties of any kind or character, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property, including without limitation (i) the nature and condition of

the Property and the suitability thereof for any and all activities and uses which Grantee may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or any other matter relating in any way to the Property, (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other authority or body, (iv) the existence of any toxic or hazardous substance or waste in, on, under the surface of or about the Property, (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting, (vi) whether or not and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, floodplain, floodway or special flood hazard, (vii) drainage, (viii) zoning or land use restrictions rules and regulations to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric and including the utility availability capacities allocated to the Property by the relevant governmental or regulatory authority, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, leasing, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the potential for further development of the Property, or (xiv) the merchantability of the Property or fitness of the Property for any particular purpose (Grantee affirming that Grantee has not relied on Grantors' skill or judgment to select or furnish the Property for any particular purpose, and that Grantor makes no warranty that the Property is fit for any particular purpose).

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's successors, or assigns forever WITHOUT WARRANTY.

The intent of this Deed Without Warranty is to transfer and sell to Grantee the property struck off to Grantors as trustees on behalf of all taxing jurisdictions in Cause No. 416-501-04 in the 416th Judicial District Court, Collin County, Texas, and no more.

When the context requires, singular nouns and pronouns include the plural.

FARMERSVILLE INDEPENDENT SCHOOL DISTRICT

By: _____

Title: _____

ATTEST:

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____, _____ of the Farmersville Independent School District as the act and deed of said Farmersville Independent School District.

Notary Public, State of Texas
Notary's name, (printed):

Notary's commission expires: _____

COLLIN COUNTY, TEXAS

By: _____

Title: _____

ATTEST:

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____, _____ of Collin County, Texas as the act and deed of said Collin County, Texas.

Notary Public, State of Texas
Notary's name, (printed):

Notary's commission expires: _____

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

ATTEST:

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____,

_____ of the Collin County Community College District as the act and deed of said Collin County Community College District.

Notary Public, State of Texas
Notary's name, (printed):

Notary's commission expires: _____

CITY OF FARMERSVILLE

By: _____

Title: _____

ATTEST:

(Acknowledgment)

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____, _____ of the City of Farmersville as the act and deed of said City of Farmersville.

Notary Public, State of Texas
Notary's name, (printed):

Notary's commission expires: _____

Exhibit "A"

SITUATED in Collin County, Texas, and being part of the J. D. Jaynes Survey, and in the City of Farmersville, and being the same part of a triangular shaped lot described in a Deed from J. D. Miller, et ux to Pearl Stubblefield, dated Feb. 25, 1944, recorded in Vol. 342, Page 196, Collin County Deed Records; and described as follows: BEGINNING at a point in the west line of said Pearl Stubblefield lot, 109 feet 6 inches South of the Northwest corner thereof; THENCE SOUTH with the West line of said South lot, 120 feet to a point in the Right-of-way of the G. C. & S. F. Railway right-of-way the most southerly corner of said Stubblefield lot; THENCE NORTHEAST with the Railway Right-of-way line, 132 feet; THENCE WEST about 82 feet and to the place of beginning, and being the same property described in a Deed from Cruse Stubblefield, et ux to Varice Mondy, et ux, dated May 25, 1962, recorded in Vol. 599, Page 316, Collin County Deed Records.

Save and Except:

BEING a 4,414 square foot (0.1013 acre) tract of land situated in the D. J. Jaynes Survey, Abstract No. 471, City of Farmersville, Collin County, Texas, being a portion of a tract of land conveyed to Farmersville Independent School District, as evidenced by the deed recorded in Volume 5860, Page 01688, of the Deed Records of Collin County, Texas, said 4,414 square foot (0.1013 acre) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found at the common northwest corner of said Farmersville Independent School District and the southwest corner of a called 0.216 acre tract of land conveyed to Romeo Rodriguez and wife Sonia Rodriguez as evidenced by the deed recorded in Volume 5871, Page 00250, of said Deed Records, and being located in the east line of a tract of land conveyed to Crasilneck Realty, LTD., as evidenced by the deed recorded in Volume 5060, Page 03660, of said Deed Records;

THENCE, NORTH 76°55'49" EAST, (called South 77°15'21" West), along the common north line of said Farmersville Independent School District tract and the south line of said called 0.216 acre tract, a distance of 57.75 feet to a 5/8 inch iron rod with TxDOT aluminum cap set in the new south right of way line of US 380, and being the **POINT OF BEGINNING** with a coordinate value of: North = 7,111,157.0141, East = 2,622,951.4991;

(1) **THENCE**, NORTH 76°55'49" EAST, continuing along said common line, a distance of 52.90 feet to the common northeast corner of said Farmersville Independent School District tract and the southeast corner of said called 0.216 acre tract, located in the northerly line of Kansas City Southern Railroad Company right of way, as evidenced by the deed recorded in County Clerk File Number 93-0102440 of said Deed Records and the beginning of a curve to the right, having a radius of 10,734.89 feet, a central angle of 0°58'41" a chord bearing of South 37°55'37" West, for a distance of 183.26 feet;

- (2) **THENCE**, SOUTHWESTERLY, along the common southeasterly line of said Farmersville Independent School District tract and the northwesterly line of said Kansas City Railroad Company right of way, and along said curve to the right, an arc distance of 183.26 feet to a 3/8 inch iron rod found for the common southwest corner of said Farmersville Independent School District tract and the most easterly southeast corner of said Crasilneck Realty tract;
- (3) **THENCE**, NORTH 01°44'25" EAST, departing said Kansas City Southern Railroad Company right of way, and along the common west line of said Farmersville Independent School District tract and the east line of said Crasilneck Realty tract, a distance of 47.44 feet to a 5/8 inch iron rod with TxDOT aluminum cap set for the new south right of way line of US 380;
- (4) **THENCE**, NORTH 36°03'18" EAST, departing said common line, across said Farmersville Independent School District tract, and along the new south right of way line of US 380, a distance of 6.43 feet to a 5/8 inch iron rod with TxDOT aluminum cap set for an angle point;
- (5) **THENCE**, NORTH 35°27'41" EAST, continuing along said new south right of way line of US 380, a distance of 72.09 feet to a 5/8 inch iron rod with TxDOT aluminum cap set for an angle point;
- (6) **THENCE**, NORTH 33°28'51" EAST, continuing along said new south right of way line of US 380, a distance of 25.48 feet to the **POINT OF BEGINNING** having a calculated area of 4,414 square foot (0.1013 acre) of land.

Being .0087 acres of land out of abstract 471 as described at the Appraisal District in Geographic ID number R-6471-002-0510-1.

Distribution of Proceeds

D J Jaynes Survey, Blk 2, Tract 51, Farmersville, Texas
R647100205101

Cause no.: 416-501-04
Judgment date: November 29, 2004
Sheriff's sale: February 1, 2005

Taxes in Judgment:	FISD	\$3,042.10
	City	1,275.85
	County	511.93
	CCCCD	<u>190.23</u>
	Total	<u>\$5,020.12</u>

Other Judgment Amounts:	District Clerk Fees	\$1,426.00
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Minimum Bid at Sale:	\$6,446.12
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Resale price:	\$100.00
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Settlement Costs:	
Constable Fee	322.45
Publication Fee	147.15
District Clerk Fees	<u>1,426.00</u>
Total Costs:	<u>1,895.60</u>

Proceeds to be Distributed:	-
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Percentage of Judgment Taxes:	0%
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Distributed to Collin County Tax Assessor on Behalf of:

FISD	-
City	-
County	-
CCCCD	-
Total	-