

Envision Title Katy, LLC

23302 West Fernhurst Drive 300 Katv. TX 77494 (346) 338-9504

Buyer's Closing Statement

FM1314/Village Way **Property**

Conroe, TX 77302

203635-K

Escrow# Title #

Escrow Officer

Buyer

Stacey Garza Oliva Project FM 1314 LLC

7619 Trailing Oaks Drive

Spring, TX 77379

Prepared Closing

09/26/2024 09/27/2024

Disbursement Date 09/27/2024

Title by Envision Title Katy, LLC

Legal Description

A tract of land containing 8.0493 Acres in the E.H. Yesiser Survey, Abstract No. 731 of Montgomery County, Texas, being the same tract recorded in the name of Jim Bodie Wooten under Document No. 2020018560 (Tract V, Tract 1) of the Real Property Records of Montgomery County, Texas (R.P.R.M.C.T.), being further described under Document No. 2014001056 (Tract 1) of the R.P.R.M.C.T., and being more particularly described by metes and bounds as follows: (Bearings based on Document No. 2014001056 (Tract 1) of the R.P.R.M.C.T.) COMMENCING at the southeast corner of said E.H. Yesiser Survey; THENCE, NORTH 55° 04' 41" WEST, a distance of 1,008.63 Feet to a 5/8 Inch iron rod found at the intersection of the east right-of-way line of Farm-Marker Road No. 1314 (variable right-of-way), and the north right-of-way line of Village Way Drive (variable right-of-way), being the southwest corner and POINT OF BEGINNING of this tract (from which an iron rod found bears South 12° 51' 23" East, a distance of 564.38 Feet); THENCE, with said east right-of-way line the following two (2) courses: in a northwesterly direction with the arc of a curve to the left, having a radius of 1,482.40 Feet, an arc length of 373.06 Feet, a central angle of 14° 25' 09", a chord bearing of NORTH 31° 02' 24" WEST, and a chord distance of 372.08 Feet to a point at a corner of this tract; NORTH 37° 08' 00" WEST, a distance of 67.64 Feet to a 1/2 Inch iron rod with a "PRECISION" cap set at the northwest corner of this tract; THENCE, with the lines of a tract recorded in the name of Fernando Garza under Document No. 2020006882 of the R.P.R.M.C.T. the following three (3) courses: NORTH 77° 01' 00" EAST, a distance of 650.00 Feet to a point at a corner of this tract from which an iron rod found bears South 42° 46' 08" East, a distance of 3.71 Feet; NORTH 44° 13' 00" EAST, a distance of 323.98 Feet to a point at a corner of this tract from which an iron rod found bears South 19° 30' 39" West, a distance of 4.17 Feet; NORTH 01° 49' 10" EAST, a distance of 249.83 Feet to a 1 Inch iron rod found on a north line of the aforementioned E.H. Yesiser Survey, being a south line of the Ruben Copeland Survey, Abstract No. 671, and being the northeast corner of this tract; THENCE, with the lines of said Ruben Copeland Survey, being the lines of the Final Plat of Old Houston Acres in Cabinet Z, Sheet 314 of the Montgomery County Plat Records the following four (4) courses: SOUTH 87° 46' 27" EAST, a distance of 249.77 Feet to a 1/2 Inch iron rod with a "PRECISION" cap set at a northeast corner of the aforementioned E.H. Yesiser Survey, and being the northeast corner of this tract; SOUTH 01° 54' 10" WEST, a distance of 130.73 Feet to a point at a corner of this tract; SOUTH 21° 57' 00" EAST, a distance of 6.39 Feet to a point at a corner of this tract; SOUTH 02° 29' 02" WEST, a distance of 156.12 Feet to a 1/2 Inch iron rod found on the aforementioned north right-of-way line of Village Way Drive at the southeast corner of this tract; THENCE, with said north right-of-way line the following six (6) courses: in a southwesterly direction with the arc of a curve to the left, having a radius of 270.00 Feet, an arc length of 283.95 Feet, a central angle of 60° 15' 18", a chord bearing of SOUTH 62° 07' 38" WEST, and a chord distance of 271.04 Feet to a 5/8 Inch iron rod found at a corner of this tract; SOUTH 32° 00' 00" WEST, a distance of 478.00 Feet to a point at a corner of this tract from which a 5/8 Inch iron rod found bears North 25° 35' 14" East, a distance of 1.13 Feet; SOUTH 49° 31' 34" WEST, a distance of 158.56 Feet to a point at a corner of this tract from which a 5/8 Inch iron rod found bears North 24° 25' 20" East, a distance of 0.77 Feet; SOUTH 70° 00' 00" WEST, a distance of 15.00 Feet to a point at a corner of this tract from which a 5/8 Inch iron rod found bears North 03° 35' 43" East, a distance of 0.72 Feet; SOUTH 81° 18' 36" WEST, a distance of 152.97 Feet to a point at a corner of this tract from which a 5/8 Inch iron rod found bears South 65° 29' 23" East, a distance of 0.75 Feet: SOUTH 70° 00' 00" WEST, a distance of 102.80 Feet to the POINT OF BEGINNING and containing 8.0493 Acres of land. NOTE: Company is prohibited from insuring the area and/or quantity of the land described herein. Therefore, Company does not represent that the acreage and/or square footage calculations are correct. References to area and/or quantity are for informational purposes only.

	Debit	Credit
Primary Charges & Credits		
Sale Price of Property	\$1,029,317.76	
Deposit		\$10,000.00
Buyer Funds		\$1,022,552.49
Prorations/Adjustments		
County Taxes (\$6,994.27 @ \$19.16/day) 01/01/2024 to 09/27/2024		\$5,173.20
Title Charges		
Owner's T-3 Endorsement to Fidelity National Title Insurance Company	\$855.30	
Escrow Charges		
Escrow Fee to Envision Title Katy, LLC	\$550.00	

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	Debit	Credit
Miscellaneous Charges		
Invoice to Abdelrhami Abdouh	\$5,000.00	
Survey Fee to Precision Surveyors	\$2,002.63	
	Debit	Credit
Subtotals	\$1,037,725.69	\$1,037,725.69
Due from Buyer		\$0.00
Totals	\$1,037,725.69	\$1,037,725.69

See signature addendum

Signature Addendum

Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.

We/I authorize Envision Title Katy, LLC to cause the funds to be disbursed in accordance with this statement.

Project FM 1314 LLC, a Texas Limited Liability Company		
By: MM 12 hade	Settlement Agent	Date
Mahmoud M. Khader, Manager	Date	

Title Con	pany: Envision Title, LLC		
File No.:	203635-K		
Buyer(s)/ Borrower	(s): Project FM 1314 LLC		
Seller(s):	Ginger Lynn Wooten Lampley,		
Lender:			
Property:	FM1314/Village Way		
understa represen represen Seller an	leting, initialing, and signing this document, each Seller and Buyer acknowledges and the disclosures being made by Title Company, Seller and/or Buyer affirm the tations made by them to the Title Company as indicated. Each such disclosure of tation may benefit the Title Company and/or its underwriter. Singular reference to d/or Buyer includes multiple individuals/entities identified above.		
but not otherwise are pres	SE OF PROPERTY : Seller has not entered into any oral or written lease (including imited to surface or mineral leases), given permission to use, occupy or enter, or a granted any possessory or use rights of any nature with respect to the Property whice ently existing; and there are no parties physically occupying, in possession of, or any right to use any of the Property; except the following:		
2. PRIOR YEAR TAXES PAID: Seller certifies that all standby fees, taxes, or assessments by any governmental agency for prior years have been paid in full or will pay in escrow. Seller further agrees to reimburse Title Company for any and all unpaid standby fees, taxes or assessments penalties, interest, attorney fees and court costs due to standby fees, taxes or assessments being due and/or unpaid as determined by the Appraisal District(s), other governmental entities and/or tax authorities. Seller agrees to hold harmless Title Company from any claim or loss related to Seller's failure to pay any such amounts.			
	AX EXEMPTIONS: Seller confirms they qualified for the following existing proper ptions for the subject property in this transaction (check all that apply):		
1)	Homestead		
	Over-65		
3)	Disabled Veteran		
4)	Agricultural		
<u> </u>	Other:		
x 6)	None		

In the event any of the above exemptions are subsequently disallowed or removed, resulting in additional taxes, penalties, and/or interest being due for the current and/or any prior years, then Seller agrees to pay such additional taxes, penalties, and/or interest and to hold harmless Title

or disallowed. Seller Initial
4. NON-RESIDENT ALIEN: Seller IS () IS NOT () a U.S. Citizen or Resident Alien for purposes of United States IRS Reporting. If Seller is a non-resident alien, Seller may be subject to federal withholding pursuant to FIRPTA.
Seller Initial

Buyer Acknowledgments and Acceptances

5. WAIVER OF INSPECTION: Buyer understands and acknowledges that, as previously disclosed in the Commitment; the Owner Title Policy to be issued will contain an exception as to "Rights of Parties in Possession". "Rights of Parties in Possession" shall mean one or more persons who are themselves actually physically occupying the Property or a portion thereof, under a claim of right adverse to the record owner of the Property. Buyer may refuse this exception. If Buyer refuses, Title Company may inspect the property and may charge for the inspection. In addition, Title Company may make additional exceptions for matters revealed by the inspection. By initialing this paragraph, Buyer waives inspection of the Property and accepts the Owner Title Policy with the "Rights of Parties in Possession" exception.

Buyer Initial _________

- 6. ESCROW RESERVES FOR TAXES TO LENDER: Buyer understands and acknowledges that the escrow reserve account (if any) being created by the Lender at closing is based on calculations provided by the Lender. In the event the escrow reserve account established by the Lender is insufficient at the end of the year, Buyer acknowledges the Lender may require additional monies to make up the shortage and/or the Lender may adjust the escrow reserve account payment to collect any shortage. Buyer agrees to hold harmless Title Company from any claim or loss that may arise due to Lender established escrow reserve accounts.
- 7. RECEIPT OF TITLE COMMITMENT: Buyer has received and reviewed a copy of the Title Commitment issued in connection with this transaction. Buyer understands and acknowledges that the Commitment is not an opinion or report of title. It is a contract to issue a policy subject to the Commitment's terms and requirements. Buyer understands and acknowledges that the Owner Title Policy will contain the exceptions set forth in Schedule B of the Title Commitment, and any additional exceptions to title resulting from the documents involved in this transaction.
- **8. FLOOD ZONE:** Buyer understands and acknowledges that Title Company has not attempted to determine if the Property lies in a special flood hazard area, and Title Company has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. Buyer is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or landengineering company, or a private flood-plain consultant.
- **9. TAX RENDITION AND EXEMPTIONS:** Buyer understands and acknowledges that he/she is required by law to "render" the Property for taxation by notifying the Appraisal District(s) of the change in the Property's ownership and of Buyer's proper address for tax billing. Buyer is advised that taxes may have been assessed on the basis of various exemptions obtained by Seller.

Buyer acknowledges responsibility to satisfy requirements of the Appraisal District(s) for exemptions to which Buyer may be entitled within the period of time allowed. Buyer agrees to hold harmless Title Company from any claim or loss that may arise due to tax renditions or exemptions.
Buyer Initial
10. DISCLOSURE TO BUYER REGARDING INVOLUNTARY LIENS: Buyer understands and acknowledges that Title Company has NOT performed a search of the real property records with reference to possible federal or state tax liens, abstracts of judgments, or other involuntary liens which may have been filed against the Buyer. Buyer understands that such involuntary liens may affect title or title requirements in the future.
11. SURVEY MATTERS (Select Option 1 or 2):
Option 1- UNSURVEYED PROPERTY: Buyer understands that a survey of the Property has not been furnished for this transaction. The Owner Title Policy to be issued
to Buyer will not provide coverage for certain survey matters that would be found by a current survey.

SURVEY AMENDMENT ACCEPTANCE: Buyer acknowledges receipt of the Notice to Purchaser with the Commitment package, offering additional coverage by amending the "area and boundary" exception. The Notice stated that if not declined prior to closing, Title Company would assume Buyer desires the additional coverage and would be automatically charged the additional premium for this coverage on the HUD-1 Settlement Statement. Your approval and your agreement to pay the additional premium are required. Buyer accepts this additional coverage.

Buyer Initial _________

Homeowner's Association and Property Tax Matters

12. PROPERTY IS () IS NOT (x) SUBJECT TO MEMBERSHIP IN HOMEOWNER'S ASSOCIATION(S) and/or MANAGEMENT COMPANY(S):

Buyer should contact the Association(s) [or its managing agent(s)] to ascertain the exact amount of future dues or assessments and their other obligations thereunder. Buyer agrees to hold harmless Title Company from any claim or loss related to the Homeowner's Association(s) and/or Management Company(s) assessments.

Seller certifies that all homeowner association dues and assessments have been paid in full.

Seller further agrees to reimburse Title Company for any and all unpaid homeowner association dues and assessments, penalties, interest, attorney fees and court costs due to homeowner association fees and assessments being due and/or unpaid as determined by the Homeowner Association(s) [or its managing agent(s)] as of date of closing. Seller agrees to hold harmless Title Company from any claim or loss related to Seller's failure to pay such amounts.

Seller knows of no claim or allegation by any homeowner association, governmental authority or other party alleging or claiming that a violation of the CCRs exists, other than:

Seller to complete or write "None"; do not leave this line blank

- 13. PROPERTY IS () IS NOT (x) SUBJECT TO AN AGRICULTURAL PROPERTY TAX EXEMPTION: Seller and Buyer understand and acknowledge that if the exemption is removed, taxing authorities may roll back taxes. The Title Company assumes no responsibility for any roll back taxes and Seller and Buyer understand and agree that any rollback taxes due will be the responsibility of Seller and Buyer. Seller and Buyer agree and hold harmless Title Company from any claim or loss that may arise due to this exemption being removed, including any supplemental tax bill.
- 14. PROPERTY IS () IS NOT (x) SUBJECT TO AN OVER 65 EXEMPTION: Seller and Buyer understand and acknowledge that the taxing authorities may remove the exemption as of the date of sale and assess the taxes for the remainder of the year without the exemption. The taxing authorities may send a supplemental tax bill assessing the remainder of the current year's taxes without the exemption.

Buyer acknowledges sole responsibility for the payment of any supplemental tax bill due to the seller's over 65 exemption being removed for the remainder of the year. The Title Company shall have no liability or obligation with respect to any supplemental tax bill.

Seller and Buyer agree to hold harmless Title Company from any claim or loss due to this exemption being removed, including any supplemental tax bill.

15. PROPERTY IS () IS NOT (x) SUBJECT TO SPLIT OUT-TAXES: Seller and Buyer understand and acknowledge that the subject property has been assessed as part of a larger tract and that they are responsible for establishing any "split out" tax accounts with the taxing authorities. Seller and Buyer agree to hold harmless Title Company from any claim or loss related to the "split out" of taxes, including any supplemental tax bill.

Buyer and Seller Acknowledgments/Acceptance

- **16. RIGHT TO CONSULT AN ATTORNEY:** Seller and Buyer acknowledge they have the right to consult an attorney. Seller and Buyer understand and acknowledge that the Title Commitment and Owner Title Policy are not abstracts of title, title reports or representations of title. The Owner Title Policy is a contract of indemnity.
- 17. PRORATIONS: Property taxes, homeowner association dues and any other prorations have been prorated between Seller and Buyer. Seller and Buyer consent to the prorations as shown on the Settlement Statement. Seller and Buyer each agree that they may adjust any matters of reimbursement and prorations between themselves and that Title Company shall have no further liability or obligation with respect to these prorations. Seller and Buyer agree to hold harmless Title Company from any claim or loss that may arise due to any proration adjustments.
- **18. CLOSING DISCLAIMER:** Seller and Buyer each understand and acknowledge that all of the requirements for funding and disbursing have not yet been completed.
- 19. ERRORS AND OMISSION COMPLIANCE AGREEMENT: Seller and Buyer each understand and acknowledge that Title Company is relying on information provided by third parties. Seller and Buyer agree to adjust for any errors and/or omissions relating to such third party information. This includes but is not limited to any adjustments for loan payoffs, creditor payoffs, property tax or water bill pro-rations, insurance premiums, repair bills or any undisclosed monies to be collected. Seller and Buyer agree to provide Title Company with any additional funds for which they are responsible within five business days. Seller and Buyer agree that if Title Company discovers clerical or typographical errors in any of the closing documentation, correction will be necessary. Seller and Buyer agree to timely re-execute or initial any correction documents.

Seller and/or Buyer understand and acknowledge:

- 1. The Title Company is issuing title insurance policies and/or closing the transaction in reliance on their respective representations made in this affidavit.
- 2. Title Company would not issue one or more of the Policies or close the transaction and that such statements and agreements have been made as a material inducement for the issuance of the Policies and the closing of the transaction. Seller and/or Buyer shall be responsible to Title Company against any loss, costs or liability that may be incurred by Title Company due to any of the statements contained herein not being true.

Further, Seller and/or Buyer are aware of the penalties of perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S., Section 1621 wherein it is provided that anyone found guilty shall not be fined more than \$2,000 or imprisoned not more than 5 years or both. Seller and/or Buyer are also aware that perjury in the execution of a false affidavit is a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally, Seller and/or Buyer are also aware that under Section 32.46 of the Texas Penal Code, a person commits an offense, if with intent to defraud or harm a

person, he by deception, causes another to sign or execute any document affecting property or service of the pecuniary interest of any person, and that an offense under such Section Is a felony of the third degree which is punishable by a fine of \$5,000 and confinement in the Texas Department of Corrections for a term of not more than 10 years or less than 2 years.

Ginger Lynn Wooten Lampley

STATE OF TEXAS **COUNTY OF HARRIS**

Sworn to and subscribed before me on the 27th day of September, 2024, by Ginger Lynn

Wooten Lampley.

Notary Public Signature

STACEY G OLIVA Notary ID #124737268 My Commission Expires November 5, 2027

By: Mahmoud M. Khader, Manager
STATE OF TEXAS COUNTY OF HARRIS
Sworn to and subscribed before me on the 27th day of September, 2024, by Mahmoud M. Khader, Manager of Project FM 1314 LLC.
Notary Public Signature

TAX PRORATION AGREEMENT AND DISCLOSURES

DATE: September 27th, 2024 GF#: 203635-K BUYER: Project FM 1314 LLC SELLER: Ginger Lynn Wooten Lampley PROPERTY: FM1314/Village Way, Conroe, TX 77302 Seller has sold the Property to Buyer and as part of the settlement of this transaction: 1. Ad Valorem real property taxes for the current year have not been prorated between the parties. | x | have | 2. Personal property taxes, if any, as to any inventory, mobile home or other personal property situated on the Property have not been prorated between the parties. Disclosures: Proration of taxes, if any, is based on the tax information from the prior year, the current year's tax status not yet being available. Taxes on the Property for the prior year did not include the value of any NEW CONSTRUCTION. Proration of taxes for the current year is based on the information provided by the appraisal district that the property will be taxed as: Unimproved Partially Improved Fully Improved Taxes on the Property are currently based on an OVER 65 exemption which may or may not be allowed for the remainder of the current year. Proration of taxes is based on the exemption through settlement, but should not be used to estimate taxes for the full current year, nor for subsequent years. Taxes on the Property are currently based on an AGRICULTURAL, OPEN SPACE, OR FOREST LAND valuation and may be subject to ROLLBACK, with additional taxes becoming due for the current and/or prior Taxes on the Property are currently based on a description that appears to contain more land area than the Property, as conveyed, appears to contain. This could result in the imposition of a SUPPLEMENTAL TAX BILL for the current and/or prior years. Some or all of the Property is not currently being taxed as an independent tax tract or tracts. It is unlikely that the taxing authority(ies) will recognize the Property independently for the current year's taxes, and, therefore, NEITHER BUYER NOR SELLER MAY INDEPENDENTLY PAY TAXES FOR THE CURRENT YEAR ON THEIR INDIVIDUALS PORTIONS OF LAND. 4. Envision Title Katy, LLC (Settlement Agent) can neither guarantee the accuracy of the tax information provided to it by third parties, nor of any good faith estimates upon which tax prorations may have been made. The amount of escrow collected at closing for future payment of taxes (Tax Escrow), if any, is determined by Lender, not by Settlement Agent. Settlement Agent assumes no responsibility for notifying taxing entities of this transaction, nor for assisting Buyer with application for any exemptions or special valuations. 7. Personal Property: Neither title to nor taxes on items of personal property are covered by title insurance.

File No.: 203635-K

8. Agreement:
Buyer and Seller agree and hereby instruct the Settlement Agent to use the following estimated amount(s) for proration of taxes for the current year: \$6,994.26
Buyer and Seller agree and hereby instruct Settlement Agent to perform NO PRORATION of taxes for the current year AND:
BUYER AND SELLER AGREE TO COOPERATE to pay the taxes for the current year on the Propert at such time as the tax bills are issued and before they become delinquent, each paying their prorate portion, Settlement Agent having no liability therefor.
Buyer and Seller agree that SELLER WILL BE FULLY RESPONSIBLE for payment of taxes for the current year on the Property at such time as the tax bills are issued and before they become delinquen Settlement Agent having no liability therefor.
Buyer and Seller agree that BUYER WILL BE FULLY RESPONSIBLE for payment of taxes for the current year on the Property at such time as the tax bills are issued and before they become delinquen Settlement Agent having no liability therefor.
9. In the event actual taxes for current year are determined to be more or less than the figures used by Settlement Agent for estimates or prorations or by Lender for Tax Escrow, Buyer and Seller agree to adjust any differences between and amon themselves and/or Lender, and to hold Settlement Agent harmless from any liability therefor.
10. Should a bill for Supplemental Tax(es) for prior years be issued on the Property, Seller agrees to immediately pay suctaxes and to indemnify and hold harmless Settlement Agent, Fidelity National Title Insurance Company (Underwriter and its Agent.
11. Buyer and Seller agree to indemnify and hold harmless Settlement Agent, Underwriter, and its Agent with regard to an Rollback Tax(es) for prior years.
BUYER(S):
Project FM 1314 LLC, a Texas Date: Limited Liability Company
By: MM / L a dw Mahmoud M. Khader, Manager

SELLER(S):

Treybyn worklampley

Ginger Lynn Wooten Lampley

Date:

File No.: 203635-K

1.

SELLER'S AND / OR BUYER'S BORROWER'S STATEMENT

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

The Seller's and Buyer's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax, and insurance prorations and/or escrow reserves are based on figures for the preceding year or supplied by others or estimated for the current year. In the event of any change for the current year, all necessary adjustments will be made between Buyer/Borrower and Seller directly. Any deficiency in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the party responsible for payment.

The following persons, firms or corporations have received a portion of the real estate commission amount shown above (Settlement Statement Line(s) 701-704):

Anne Vickery & Assocaites Realty LLC

"	
2. HomeSmart	
3.	
4.	
5.	
6.	
7.	
3.	
hereby authorize the Settlement Agent to make expenditures and disburse same for payment.	ements as shown above and approve
Purchaser(s)/Borrower(s)	
Project FM 1314 LLC, a Texas Limited Liability Company By: Mahmoud M. Khader, Manager	 Date