



BOARD OF ADJUSTMENT APPLICATION FOR VARIANCE

City of Angleton 121 S. Velasco Angleton, TX 77515 979-849-4364

Applicant: Monica Vasquez Phone: [redacted] Cell: [redacted]

Address: [redacted]

City: Rosharon State: TX Zip: 77583

Applicant's Status: (check one) [X] Owner [] Representative [] Tenant

Property owner: Monica Vasquez Phone: [redacted] Cell: [redacted]

Address: 724 West Ash

City: Angleton State: TX Zip: 77583

[redacted] 4-11-23 Applicant Signature Date

[redacted] 4-11-23 Owner Signature Date

Property Information:

This application must be accompanied by a site plan and any other documents requested, such as plot plans, photographs, topographic contour maps that are necessary to properly review the application.

Street address or location: 724 West Ash St. Angleton TX 77515

Legal Description: (33.71' by 112.13')

Present zoning: Present land use:

Is a site plan, preliminary or final plat pending on the agenda of the Planning & Zoning Commission or the City Council? [X] Yes [] No

Have you applied for a building permit? [] Yes [X] No Date denied:

Has the Board of Adjustments issued an unfavorable ruling on this property within the last six months? [X] Yes [] No

If yes, when: SET#: 02216173 4/11/2023 2:39 PM OPER: GG TERM: 105 REF#: variance

Please provide: TRAN: 900.1190 ZONING VAR/PLATTING ZONING/VARIANCE/PLA 150.00CR TENDERED: 150.00 CASH APPLIED: 150.00 CHANGE: 0.00

[redacted] om

Request Information:

Please answer the following questions as completely as possible. Failure to outline fully the situation by answering these questions could cause unnecessary delay in evaluating your appeal. Additional pages may be attached if necessary.

1. Describe the variance you are requesting: Im requesting from city to build (7.5ft.) in land instead of (15ft.) they are requesting for me to build in land.

2. Describe the special or unique condition(s) of your property that exist, such as restricted area, shape, topography or physical features that are peculiar to your property: 33.7ft. wide lot. Restriction from city is. To build (5ft.) in from property line. 9.5ft. from neighbors house. leaves me with width of (13.7ft.) to build a home.

3. Do similar property conditions exist in your area? Explain: yes, other properties have same restrictions. my lot Building a home on lot @ doesn't meet requirements

4. Explain how your need for a variance is unique to those special property-related conditions described above: this variance is unique. I am a home for me and my kids.

5. Are there special conditions affecting your property such that the strict application of the provisions of the Zoning Ordinance would deprive you of the reasonable use of your land? Explain: yes, strong point of view to build a house for my family.

6. Explain why the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property within the area: Not much traffic, around area.

7. Describe how strict enforcement of the zoning ordinance creates a hardship that is unique to your property, imposing a hardship above that suffered by the general public: Dimensions to build home doesn't meet City requirements.

A completed variance application is due 30 days prior to the next Board of Adjustment meeting. Board of Adjustment meetings are held at noon on the third Wednesday of each month. At this meeting, a public hearing will be held. A public hearing notice must be published in the local newspaper (at least 14 days before the meeting) and a notice must be sent to all property owners within 200' of the property where the variance is being requested (the notice must be sent at least 10 days prior to the meeting).

Acknowledgements

I certify that the above information is correct and complete to the best of my knowledge and ability and that I am now or will be fully prepared to present the above proposal at the Board of Adjustments hearing.

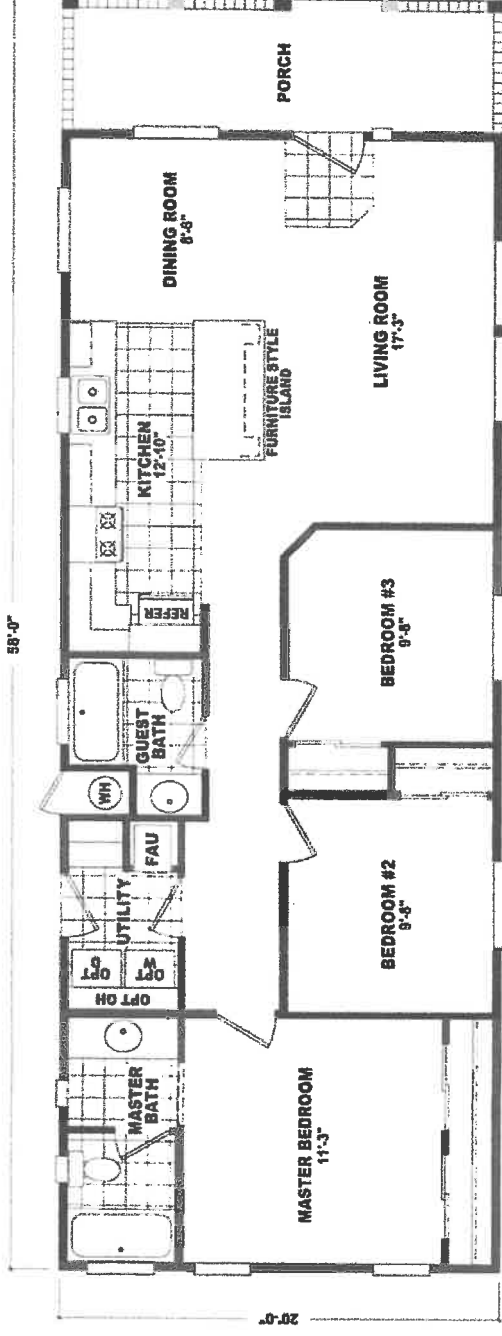
I understand that in the event that I am not present or represented at the public hearing, the Board shall have the power to dismiss the proposal either at the call of the case or after the hearing, and that such dismissal shall constitute denial.

I reserve the right to withdraw this proposal at any time upon written request filed with the City Secretary's office, and such withdraw shall immediately stop all proceedings. I understand the filing fee is not refundable upon withdraw of the proposal after public notice.

I understand that if the request is approved, I must obtain a building permit from the City before any work is started on the property and that the Board of Adjustment action does not constitute the approval of the building permit.

Applicant's Initials: MV Date: 4-11-23

| Office use only | |
|---|-----------------------|
| Date received: _____ | Received by: _____ |
| Fee of \$150.00 received: _____ | |
| Proof of taxes paid: _____ | date verified: _____ |
| Appointment of agent form attached if required: _____ | |
| BOA Public Hearing date: _____ | |
| Date to send letters to residents: _____ | |
| Letters Mailed: _____ | |
| Date to publish: _____ | Date published: _____ |



MODEL: TW-20583A
 APPROXIMATELY 1160 SQ. FT. TOTAL
 APPROXIMATELY 1040 SQ. FT. LIVABLE
 3 BEDROOM, 2 BATH



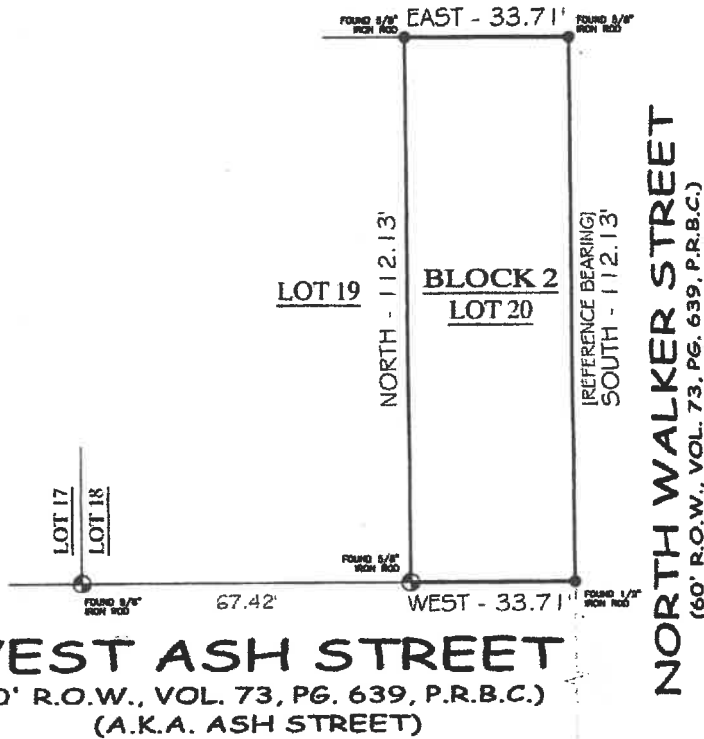
FIRM REGISTRATION NO. 10156700

P.O. BOX 3344, LAKE JACKSON, TEXAS, 77566 (979) 299-3373

Surveying & Mapping, LLC



ALLEY - 20' R.O.W.
(VOL. 3, PG. 205, D.R.B.C.)



WEST ASH STREET
(60' R.O.W., VOL. 73, PG. 639, P.R.B.C.)
(A.K.A. ASH STREET)

NORTH WALKER STREET
(60' R.O.W., VOL. 73, PG. 639, P.R.B.C.)

LOT 20, BLOCK 2
JACKSON S/D



2-21-23

COMMUNITY NO: 480064, PANEL NO: 0440, SURFAC: H, ZONE: X, BASE: N/A, MAP REVISED: 12/30/20

I have consulted the HUD-FIA Flood Hazard Boundary Map in the above described property and it IS NOT in a designated flood hazard area. The plat hereon is a true, correct and accurate representation of the property as determined by survey. The lines and dimensions of said property being as indicated by the plat; the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back and distances from property lines are as indicated. There are no encroachments, conflicts, or provisions, except as shown.

NOTES:

- 1) BUILDING LINES AND EASEMENTS PER PLAT.
- 2) REFERENCE BEARING BASED ON THE EAST LINE OF BLOCKS 1 & 2, BEING - SOUTH.

ABSTRACT AND TITLE INFORMATION WAS PROVIDED BY: ALAMO TITLE
THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. BEARINGS ARE BASED ON THE RECORDED MAP OR PLAT, G.F. NO. ATCH23125972, DATED: 01/30/2023

ALL BUILDING LINES, EASEMENTS, BUILDING RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES, IF ANY, THAT MAY AFFECT SUBJECT PROPERTY SHOULD BE VERIFIED BY BUYER BEFORE COMMENCING CONSTRUCTION.

PREPARED EXCLUSIVELY FOR: ALAMO TITLE

This is to certify that I have made an on the ground survey of the property located at: 724 WEST ASH STREET (A.K.A. ASH STREET) IN THE CITY OF ANGLETON, TEXAS, Lot Twenty (20), in Block Two (2), of JACKSON SUBDIVISION, of Tract No. 31 of the J. de J. Valderas Survey, Abstract 380, a subdivision in Brazoria County, Texas according to the map or plat thereof, recorded in Volume 3, Page 205 of the Map Records of Brazoria County, Texas.

Borrower(s): MONICA VASQUEZ

Drawn by: SPP

LEGEND





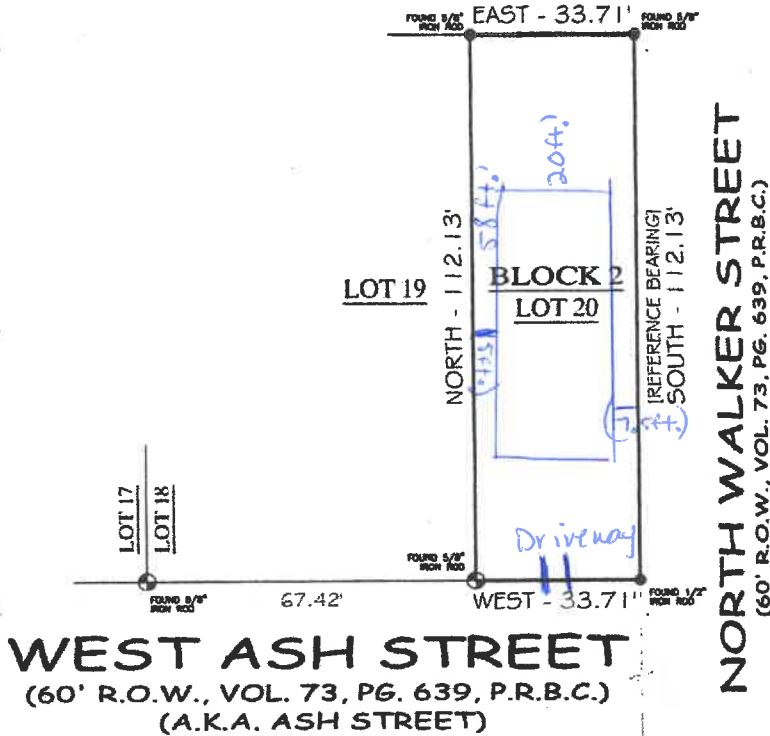
FROM REGISTRATION NO. 10156700

P.O. BOX 3344, LAKE JACKSON, TEXAS, 77566 (979) 299-3373

**Surveying & Mapping,
LLC**



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Borrower(s): MONICA VASQUEZ

Drawn by: SPP

LEGEND



Restricted area is 15ft ~~on~~ on Street side
and 5ft ~~to~~ from side neighbor. Which
equals 20ft. When my lot is only 33.7ft.
wide. ~~they~~ Only leaves ~~to~~ 13.7ft to build a home

~~Lot is only~~ 33.7ft wide, Restriction from City
is. To build 15ft. in front property line & 5ft. from
neighbors land. Only ~~of~~ leaves me with 13.7ft. ^{wide} to build
a home.

Im requesting from city to let me build (7.5ft) in land
instead of 15ft. they are requiring for me to build in
land.















YOU MUST 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.

General Warranty Deed

Date: February 21, 2023

Grantor: Julio Pena, not herein joined by his spouse as it does not constitute any part of their homestead.

Grantor's Mailing Address:

1400 E. Henderson Rd. #507

Angleton, TX 77515

Grantee: Monica Vasquez

Grantee's Mailing Address:

Rosharon, TX 77583

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lot Twenty (20), in Block Two (2), of JACKSON SUBDIVISION, of Tract No. 31 of the J. de J. Valderas Survey, Abst. 380, a subdivision in Brazoria County, Texas according to the map or plat thereof, recorded in Volume 3, Page 205 of the Map Records of Brazoria County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or

FILED BY
ALAMO TITLE COMPANY
GF# 81-ATCH 23125972

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This Document was
Electronically Recorded on
Date: 2-23-22

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surface fee estate, that affect the Property; and taxes for 2023, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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




Julio Pena

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on February 21, 2023, by Julio Pena.





Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:



Rosharon, TX 77583

Instrument Number: 2023007857

Filing and Recording Date: 02/23/2023 12:14:42 PM Pages: 4 Recording Fee: \$34.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-kali

MASTER STATEMENT

Settlement Date: February 21, 2023
 Disbursement Date: February 21, 2023



Seller: Julio Pena

Property: 724 West Ash
 Angleton, TX 77515
 Lot(s): 20 Block: 2 Jackson

| SELLER | | BUYER | |
|--------|-----------|-----------|---|
| \$ | DEBITS | \$ | CREDITS |
| | | | FINANCIAL CONSIDERATION |
| | 16,500.00 | | Sale Price of Property |
| | | 16,500.00 | Deposit or earnest money |
| | | | OP Fee |
| | | | 130.00 |
| | | | 50.00 |
| | | | PRORATIONS/ADJUSTMENTS |
| 11.86 | | | at \$83.25 |
| | | | 01/01/23-02/22/23 |
| | | | 11.86 |
| | | | COMMISSIONS |
| 495.00 | | | Commission - Listing Agent to SanDoray Real Estate LLC |
| | | | \$16,500.00 @ 3.0000% = \$495.00 |
| | | | - SanDoray Real Estate LLC |
| | | | - Dora V Gonzalez (SanDoray Real Estate LLC) |
| 495.00 | | | Commission - Selling Agent to White Picket Realty |
| | | | \$16,500.00 @ 3.0000% = \$495.00 |
| | | | - Anarosa Escobar (White Picket Realty) |
| | | | - Yesenia Phoummarath (White Picket Realty) |
| | | | TITLE & ESCROW CHARGES |
| 200.00 | | | Title - Doc Prep Warranty Deed to Jarrod D. Smith, Attorney at Law |
| | | 4.59 | Title - eRecording Fee - FBO CSC e-Recording Services, Inc. to Jarrod D. Smith, Attorney at Law |
| 400.00 | | 400.00 | Title - Escrow Fee to Jarrod D. Smith, Attorney at Law |
| 71.00 | | | Title - Tax Cert to National Tax Net |
| 328.00 | | | Title - Owner's Title Insurance to Alamo Title Company |
| | | | (60.00000000% to Jarrod D. Smith, Attorney at Law) |
| 2.00 | | | Title - State of Texas Policy Guaranty Fee to Texas Title Insurance Guaranty Association |

| SELLER | | | | | | BUYER | | |
|-----------|--------|-----------|--|----|-----------|--------|-----------|-----------|
| \$ | DEBITS | \$ | CREDITS | \$ | DEBITS | \$ | CREDITS | |
| | | | Policies to be issued: | | | | | |
| | | | Owners Policy | | | | | |
| | | | Coverage: \$16,500.00 Premium: \$328.00 | | | | | |
| | | | Version: Texas Residential Owner Policy of Title Insurance One- To-Four Family Residences (T-1R) - 2014 | | | | | |
| | | | GOVERNMENT CHARGES | | | | | |
| | | | Recording Fees to Jarrod D. Smith, Attorney at Law | | | 34.00 | | |
| | | | MISCELLANEOUS CHARGES | | | | | |
| | | | Survey to PinPoint Survey & Mapping | | | 514.19 | | |
| 2,002.86 | | 16,500.00 | Subtotals | | 17,452.78 | | 191.86 | |
| | | | Balance Due FROM Buyer | | | | | |
| 14,497.14 | | | Balance Due TO Seller | | | | | 17,260.92 |
| 16,500.00 | | 16,500.00 | TOTALS | | 17,452.78 | | 17,452.78 | |

APPROVED and ACCEPTED

Buyer and Seller understand the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Buyer and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or supplied by others or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Buyer and Seller direct. The undersigned hereby authorizes Alamo Title Company to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this 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.


SELLER:

 Julio Pena

BUYER:

 _____
 Monica Vasquez

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

 _____
 Alamo Title Company
 Settlement Agent

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.

General Warranty Deed

Date: February 21, 2023

Grantor: Julio Pena, not herein joined by his spouse as it does not constitute any part of their homestead.

Grantor's Mailing Address:

Grantee: Monica Vasquez

Grantee's Mailing Address:



Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

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Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:



not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2023, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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

Julio Pena

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on _____, 2023, by Julio Pena.

Notary Public, State of Texas

My commission expires: _____

TAX PRORATION AGREEMENT AND DISCLOSURES

Date: February 21, 2023
Buyer: Monica Vasquez
,
Seller: Julio Pena
,
Property: 724 West Ash, Angleton, TX 77515

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 have not been prorated between the parties.
 2. Personal property taxes, if any, as to any inventory, mobile home or other personal property situated on the Property have have not been prorated between the parties.
 3. *Disclosures:*
 - Proration of taxes, if any, is based on tax information for the current year.
 - Proration of taxes, if any, is based on 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 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 will 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 years.
 - 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 INDIVIDUAL PORTIONS OF LAND.
 4. Alamo Title Company (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.
 5. The amount of escrow collected at closing for future payment of taxes (Tax Escrow) is determined by Lender, not by Settlement Agent.
 6. 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.
-

TAX PRORATION AGREEMENT AND DISCLOSURES
(Continued)

Agreement:

- Buyer and Seller agree and hereby instruct Settlement Agent to use the following amount(s) for proration of taxes for the current year: Eighty-Three And 25/100 Dollars (\$83.25)
- Seller and Buyer agree and hereby instruct Settlement Agent to perform NO PRORATION of taxes for the current year - AND --
 - SELLER AND BUYER AGREE TO COOPERATE to pay the taxes for the current year on the Property at such time as the tax bills are issued and before they become delinquent, each paying their prorated portion, Settlement Agent having no liability therefor.
 - Seller and Buyer 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 delinquent, Settlement Agent having no liability therefor.
 - Seller and Buyer 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 delinquent, Settlement Agent having no liability therefor.
- 8. 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, Seller and Buyer agree to adjust any differences between and among themselves and/or Lender, and to hold Settlement Agent harmless from any liability therefor.
- 9. Should a bill for Supplemental Tax(es) for prior years be issued on the Property, Seller agrees to immediately pay such taxes and to indemnify and hold harmless Alamo Title Company (Settlement Agent), Alamo Title Insurance (Underwriter), and its Agent.
- 10. Buyer and Seller agree to indemnify and hold harmless Alamo Title Company (Settlement Agent), Alamo Title Insurance (Underwriter), and its Agent with regard to any Rollback Tax(es) for prior years.



Monica Vasquez

2-21-23

Date

Julio Pena

Date

NOTICE OF SETTLEMENT AGENT RESPONSIBILITY

Given Fief Escrow Off

Al

25

Ar

Ph

62

Date: February 17, 2023

Escrow

Seller(s)

Buyer(s)

Property: 724 West Ash
Angleton, TX 77515

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Alamo Title Company will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. Alamo Title Company will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. Alamo Title Company is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. Alamo Title Company is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. Alamo Title Company is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from Alamo Title Company is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

PURCHASER(S):

Monica Vasquez

2-21-23

Date

ERRORS AND OMISSIONS AGREEMENT

Date: February 21, 2023
GF#: ATCH-81F-ATCH23125972
Property: 724 West Ash, Angleton, TX 77515

I, the undersigned Buyer(s) and/or Seller(s), acknowledge that errors sometimes occur in closing documents and disbursements. Further, I acknowledge that I intend for all documentation and disbursements for this transaction to be accurate.

Accordingly, I agree that I will cooperate in initialing, re-executing and redelivering any closing documents and in correcting any disbursements, charges and credits reflected on the closing statement where such corrective action is deemed necessary or desirable in the reasonable discretion of Alamo Title Company or the lender in this transaction.

If more than one person signs the Agreement, "I" shall mean each person who signs.

BUYER(S):



Monica Vasquez

Forwarding Address or Other Address
Where Signatories May Be Reached:

Home Phone Number: _____
Business Phone Number: _____

SELLER(S):

Julio Pena

Forwarding Address or Other Address
Where Signatories May Be Reached:

Home Phone Number: _____
Business Phone Number: _____

DUPLICATE TAX RECEIPT



KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR
111 E. LOCUST
ANGLETON, TEXAS 77515

Certified Owner:

PENA JULIO
301 CANNAN DR #813
ANGLETON, TX 77515

Legal Description:

JACKSON (ANGLETON), BLOCK 2, LOT 20

Parcel Address: 724 WASH ST
Legal Acres: 0.0868

Remit Seq No: 52780549
Receipt Date: 01/26/2023
Deposit Date: 01/27/2023
Print Date: 03/08/2023 12:27 PM
Printed By: LATOYA

Deposit No: I0262301
Validation No: 5
Account No: 5322-0060-000
Operator Code: LYCRECIA

Table with columns: Year, Tax Unit Name, Rec Type, Tax Value, Tax Rate, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Brazoria County, Special Road & Bridge, Angleton Isd, Angleton - Danbury Hospital, Port Freeport, Angleton Drainage Dist. No 1, and City Of Angleton.

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Check Number(s):

Credit Card Authorization No: 0

Exemptions on this property:

PAYMENT TYPE:

Credit Cards: \$83.25

Total Applied: \$83.25

Change Paid: \$0.00

ACCOUNT PAID IN FULL



JULIO PENA
301 CANNAN DR #813
ANGLETON, TX 77515

(979) 864-1320, (979) 388-1320, (281) 756-1320



FIRM REGISTRATION NO. 10156700

P.O. BOX 3344, LAKE JACKSON, TEXAS, 77566 (979) 299-3373

Surveying & Mapping, LLC



ALLEY - 20' R.O.W.
(VOL. 3, PG. 205, D.R.B.C.)

EAST - 33.71'

LOT 19
NORTH - 112.13'

BLOCK 2
LOT 20

(REFERENCE BEARING)
SOUTH - 112.13'

NORTH WALKER STREET
(60' R.O.W., VOL. 73, PG. 639, P.R.B.C.)

LOT 17
LOT 18

WEST - 33.71'

WEST ASH STREET
(60' R.O.W., VOL. 73, PG. 639, P.R.B.C.)
(A.K.A. ASH STREET)

BLOCK 1
LOT 1



LOT 20, BLOCK 2

JACKSON S/D

COMMUNITY NO: 480064 PANEL NO: 0440 SUFFIX: H ZONE: X BASE: N/A MAP REVISED: 12/30/20

I have consulted the HUD-FHA Flood Hazard Boundary Map in the above described property and it IS NOT in a designated flood hazard area. The plot hereon is a true, correct and accurate representation of the property as determined by survey. The lines and dimensions of said property being as indicated by the plat, the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back and distances from property lines are as indicated. There are no encroachments, conflicts, or protrusions, except as shown.

NOTES:

- 1) BUILDING LINES AND EASEMENTS PER PLAT.
- 2) REFERENCE BEARING BASED ON THE EAST LINE OF BLOCKS 1 & 2, BEING - SOUTH.

ABSTRACT AND TITLE INFORMATION WAS PROVIDED BY: ALAMO TITLE
THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. BEARINGS ARE BASED ON THE RECORDED MAP OR PLAT. G.F. NO. ATCH23125972 DATED: 01/30/2023

ALL BUILDING LINES, EASEMENTS, BUILDING RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES, IF ANY, THAT MAY AFFECT SUBJECT PROPERTY SHOULD BE VERIFIED BY BUYER BEFORE COMMENCING CONSTRUCTION.

PREPARED EXCLUSIVELY FOR: ALAMO TITLE

This is to certify that I have made an on the ground survey of the property located at: 724 WEST ASH STREET (A.K.A. ASH STREET) IN THE CITY OF ANGLETON, TEXAS. Lot Twenty (20), in Block Two (2), of JACKSON SUBDIVISION, of Tract No. 31 of the J. de J. Valderas Survey, Abstract 380, a subdivision in Brazoria County, Texas according to the map or plat thereof, recorded in Volume 3, Page 205 of the Map Records of Brazoria County, Texas.

Borrower(s): MONICA VASQUEZ

Drawn by: SPP
Job No.: 2023-0129
Request: ALAMO TITLE
Book No: PP196
Scale: 1" = 30'
Date: 02/16/2023

| LEGEND | |
|--------|-----------------------|
| | ASPHALT |
| | CHAIN-LINK |
| | COVERED |
| | CONCRETE |
| | FENCE |
| | U.E. |
| | A.E. |
| | B.L. |
| | CORNER |
| | U.E. UTILITY EASEMENT |
| | A.E. AERIAL EASEMENT |
| | B.L. BUILDING LINE |
| | R.O.W. RIGHT-OF-WAY |
| | I.R. IRON ROD |
| | I.P. IRON PIPE |
| | FND. FOUND |

George K. Lane, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6086

21-23



FIRM REGISTRATION NO. 10156700

P.O. BOX 3344, LAKE JACKSON, TEXAS. 77566 (979) 299-3373

Surveying & Mapping, LLC



ALLEY - 20' R.O.W.
(VOL. 3, PG. 205, D.R.B.C.)

EAST - 33.71'

LOT 19
BLOCK 2
LOT 20

NORTH - 112.13'

(REFERENCE BEARING)
SOUTH - 112.13'

NORTH WALKER STREET
(60' R.O.W., VOL. 73, PG. 639, P.R.B.C.)

LOT 17
LOT 18

67.42'

WEST - 33.71'

WEST ASH STREET
(60' R.O.W., VOL. 73, PG. 639, P.R.B.C.)
(A.K.A. ASH STREET)

BLOCK 1
LOT 1

LOT 20, BLOCK 2

JACKSON S/D



COMMUNITY NO: 480864 PANEL NO: 0440 SUFFIX: H ZONE: X BASE: N/A MAP REVISED: 12/30/20

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PREPARED EXCLUSIVELY FOR: ALAMO TITLE

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Borrower(s): MONICA VASQUEZ

Drawn by: SPP
Job No.: 2023-0129
Request: ALAMO TITLE
Book No: PP196
Scale: 1" = 30'
Date: 02/16/2023

| LEGEND | |
|--------|-----------------------|
| | ASPHALT |
| | COVERED |
| | CONCRETE |
| | CHAIN-LINK |
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| | R.O.W. RIGHT-OF-WAY |
| | I.R. IRON ROD |
| | I.P. IRON PIPE |
| | FND. FOUND |

George K. Lane, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6086

[Redacted area]

2-21-23