

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:

- 1. YOUR SOCIAL SECURITY NUMBER, OR**
- 2. YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS

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RESALE DEED

COUNTY OF WALLER

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KNOW ALL MEN BY THESE PRESENTS that WALLER COUNTY FOR ITSELF AND AS TRUSTEE FOR THE USE AND BENEFIT OF ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 2016-10-8281, acting by and through its duly elected officials ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION, in hand paid by KALEB RYAN GONZALES ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by these presents do convey and quitclaim unto said grantee all right, title and interest of WALLER COUNTY FOR ITSELF AND AS TRUSTEE FOR THE USE AND BENEFIT OF ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 2016-10-8281, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 2016-10-8281, styled WALLER COUNTY, ET AL VS. POOLE, ROBERT LEE, ET AL said property being described as:

TRACT 3: A TRACT OF LAND BEING 0.232 ACRES, MORE OR LESS, AND BEING PART OF A TRACT OF LAND CONTAINING 0.386 ACRES, MORE OR LESS, ALSO KNOWN AS TRACT 72, AND ALSO KNOWN AS LOT 11 OF THE DIVISION OF THE R.L. WILLIAMS ESTATE 77.809 ACRE TRACT INTO 14 LOTS AND 14 TRACTS OF LAND, SAID LOT 11 BEING 120 FT. X 140 FT. AS SHOWN IN VOLUME 221, PAGE 325, DEED RECORDS OF WALLER COUNTY, GEORGE A DENNETT SURVEY, ABSTRACT NUMBER 124, WALLER COUNTY, TEXAS. (ACCOUNT NUMBER R9982)

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 Trustees and as such have 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) do 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, GRANTEE'S 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 their 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 KALEB RYAN GONZALES, his heirs and assigns forever, so that neither WALLER COUNTY FOR ITSELF AND AS TRUSTEE FOR THE USE AND BENEFIT OF ALL OTHER TAXING UNITS THAT ESTABLISHED TAX LIENS IN CAUSE NO. 2016-10-8281, 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.

Post judgment taxes and taxes for the current year are to be paid by Grantee.

Executed this _____ day of _____ 2024.

**WALLER COUNTY for itself and as Trustee for
the use and benefit of all other taxing units that
established tax liens in Cause No. 2016-10-8281**

**CARBETT "TREY" J. DUHON III,
COUNTY JUDGE**

THE STATE OF TEXAS

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COUNTY OF WALLER

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ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, **CARBETT “TREY” J. DUHON III, COUNTY JUDGE**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

GRANTEE:

KALEB RYAN GONZALES
946 ST MARY’S ST
HEMPSTEAD, TX 77445

AFTER RECORDING RETURN TO:

PERDUE BRANDON FIELDER COLLINS & MOTT
1235 NORTH LOOP WEST, SUITE 600
HOUSTON, TEXAS 77008