

PURCHASE AND SALE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, HANNOVER ESTATES, LTD., a Texas limited partnership, (the "Owner"), is the owner of the 0.1666-acre tract described by metes and bounds in the attached **Exhibit A** (the "Property"), which is part of the residue of a 44.8957 acre tract of land (the "Remainder Tract"); and

WHEREAS, Fort Bend County Toll Road Authority (the "Authority"), as part of a public project relating to the construction, operation, and maintenance of the Fort Bend Parkway Toll Road (the "Parkway") desires to acquire right-of-way for construction, installation, maintenance, repair, replacement, removal, and operation of toll road facilities and all related appurtenances thereto across, along, under, over and upon the Property; and

WHEREAS, the Owner desires access from the Remainder Tract to the Parkway and the frontage road of State Highway 6, which is a TxDOT facility, and which is currently denied or controlled.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

1. The Authority agrees that it will (i) grant a right of access from the Remainder Tract to the Parkway ramp for a single public or private roadway at the location shown in **Exhibit B**; (ii) construct the portion of the driveway accessing the Parkway within the public right-of-way, up to the Remainder Tract's boundary line as shown in **Exhibit B**; and (iii) construct the portion of the driveway accessing the frontage road of State Highway 6 within the public right-of-way, up to the Remainder Tract's boundary line at the location that has the least impact on traffic movement and level of service on the off-ramp and the intersection of the Parkway and State Highway 6, as determined by the Authority and as approved by TxDOT.
2. Owner agrees to convey and the Authority agrees to accept fee simple title to the Property, in a form substantially similar to the attached **Exhibit C**, subject to the following provisions:
 - (i) Prior to construction of any roadway accessing the Parkway (the portion of the driveway located within the Property and outside of the public right-of-way, which Owner shall be responsible for constructing), the plans and specifications must be submitted for review and approval by the Authority's

consulting engineer, such approval not to be unreasonably withheld or delayed. The roadway must be built to County Public Road Standards and may not tie-in to the portion of the driveway built by the Authority (see 1(ii) above) until compliance has been demonstrated to the satisfaction of the Authority, or its designee;

(ii) Owner executes an Access Easement for the benefit of the adjacent property's (the "Adjacent Property") owners, in the form attached hereto as Exhibit D;

3. Owner grants Authority the option, upon providing the owner of the Remainder Tract with \$1.00, to require the owner of the Remainder Tract to convey an additional access easement(s) to the Adjacent Property's owners with one or all of the following requirements: (i) to provide a 30' access easement for the benefit of the Adjacent Property's owner to an access point, if any, to State Highway 6 (the "State Highway 6 Access Easement"), from the Remainder Tract, suitable for the current use and level of development of the Adjacent Property as of the date of this Agreement; (ii) to provide that the level of access for the easement granted in the Access Easement attached as Exhibit D shall be suitable for the Adjacent Property upon full development; and (iii) to provide that the level of access for the State Highway 6 Access Easement above shall be suitable for the Adjacent Property upon full development. Owner agrees that upon exercise of Authority's option, it will use its best efforts to convey the additional access easement(s) as soon as reasonably practicable.

[Remainder of page intentionally left blank.]

Executed this the 20th day of April, 2011.


HANNOVER ESTATES, LTD.,
a Texas limited partnership

BY: Amvest Corporation, its General
Partner

By: 

Clinton Wong, President

FORT BEND COUNTY TOLL ROAD
AUTHORITY

By: 
James D. Condrey, DDS
Chairman, Board of Directors

Attachments:

- Exhibit A** Legal Description of the Property
- Exhibit B** Sketch of location of Parkway ramp to boundary line of Remainder Tract
- Exhibit C** Form of Special Warranty Deed from Owner to the Authority
- Exhibit D** Form of Third Party Beneficiary Access Easement

EXHIBIT A
Metes and Bounds of 0.1666-acre Tract

EXHIBIT A

County: Fort Bend County
Highway: Fort Bend Parkway
Project Limits: From the northeast intersection of State Highway 6 and Fort Bend Parkway to 438 feet south of Trammel-Fresno Road

PARCEL 2

Description of a 0.1666 acre (7,260 square feet) tract of land out of the residue of a called 44.8957 acre tract described in a deed to Hannover Estates, LTD. recorded under Fort Bend County Clerk's File Number 2000099935 of the Official Public Records of Fort Bend County, Texas and located in the Moses Shipman Survey, Abstract 86, Fort Bend County, Texas and more particularly described as follows: Bearings are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83;

COMMENCING at a 5/8 inch iron rod with cap found for the northerly cut-back corner at the northeast intersection of Texas State Highway Number 6 (right-of-way varies) and Fort Bend Parkway (300' right-of-way) recorded under Fort Bend County Clerk's File Number 2002143311 and 2003011895 of the Official Public Records of Fort Bend County, Texas and the beginning of a non-tangent curve to the left;

THENCE, northeasterly, with the east right-of-way line of Fort Bend Parkway and along non-tangent curve to the left having a radius of 5879.60 feet, a central angle of 06 degrees 36 minutes 12 seconds, a chord bearing of North 36 degrees 56 minutes 23 seconds East, a chord distance of 677.24 feet, and an arc length of 677.61 feet to a 5/8-inch iron rod with cap found for the most westerly corner of the herein described tract and being in the east line of called 106.70 acre tract described in deed to Steven T. Cochran, et al recorded in Volume 1889, Page 1529 of the Official Public Records of Fort Bend County, Texas and the common line of the residue of said called 44.8957 acre tract and being the southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, northeasterly, and continuing along said non-tangent curve to the left having a radius of 5879.60 feet, a central angle of 02 degrees 51 minutes 55 seconds, a chord bearing of North 32 degrees 12 minutes 20 seconds East, a chord distance of 294.01 feet, and an arc length of 294.03 feet to a point for corner;

THENCE North 35 degrees 17 minutes 06 seconds East, with the east right-of-way line of Fort Bend Parkway, a distance of 69.65 feet to a point for corner and the beginning of a non-tangent curve left;

THENCE, northeasterly, with the east right-of-way line of Fort Bend Parkway and along said non-tangent curve to the left having a radius of 260.00 feet, a central angle of 05 degrees 25 minutes 40 seconds, a chord bearing of North 32 degrees 34 minutes 16 seconds East, a chord distance of 24.62 feet, and an arc length of 24.63 feet to a point for corner and the beginning of a compound curve to the left;

County: Fort Bend County
Highway: Fort Bend Parkway
Project Limits: From the northeast intersection of State Highway 6 and Fort Bend Parkway to 438 feet south of Trammel-Fresno Road

THENCE, northeasterly, with the east right-of-way line of Fort Bend Parkway and along said non-tangent curve to the left having a radius of 5886.60 feet, a central angle of 01 degrees 50 minutes 07 seconds, a chord bearing of North 28 degrees 56 minutes 23 seconds East, a chord distance of 188.55 feet, and an arc length of 188.56 feet to a 5/8-inch iron rod with cap marked Carter & Burgess set for corner;

THENCE South 26 degrees 56 minutes 00 seconds West, departing the east right-of-way line of Fort Bend Parkway, a distance of 186.42 feet to a 5/8-inch iron rod with cap marked Carter & Burgess set for corner and the beginning of a non-tangent curve to the right;

THENCE, southwesterly, along said non-tangent curve to the right having a radius of 5893.87 feet, a central angle of 04 degrees 05 minutes 39 seconds, a chord bearing of South 30 degrees 43 minutes 53 seconds West, a chord distance of 421.06 feet, and an arc length of 421.16 feet to a 5/8-inch iron rod with cap marked Carter & Burgess set for corner and being in the east line of the residue of said called 106.70 acre tract and the common line of the residue of said called 44.8957 acre tract;

THENCE North 02 degrees 49 minutes 41 seconds West, with the east line of the residue of said called 106.70 acre tract and the common line of the residue of said called 44.8957 acre tract, a distance of 36.79 feet to the POINT OF BEGINNING and containing 0.1666 of one acre (7,260 square feet) of land.

A survey exhibit map accompanies this description.


Anthony R. Beacock
Registered Professional Land Surveyor
Texas Registration No. 5047



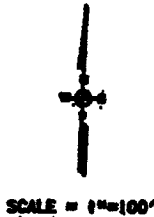
Carter & Burgess, Inc.
713-869-7900, Job No.
CB032729.010 (030581.001)

**MOSES SHIPMAN SURVEY
ABSTRACT 86**

PARCEL NO. 2

**FROM STA. 803+63.41 TO STA. 809+53.75
REQUIRED**

0.1666 ACRES (7,260 SQ. FT.)



**EXIST. FORT BEND PARKWAY
1300' RIGHT-OF-WAY
F.B.C.C.F. NO. 200214331.1
AND 2003011895**

R=5886.60
L=188.56
Tan=94.29
Δ=4°39'07"
N26°36'23"E
188.55

R=260.00
L=24.63
Tan=12.32
Δ=5°25'40"
N32°34'16"E
24.62

R=5879.60
L=294.83
Tan=147.05
Δ=2°51'29"
N32°18'20"E
294.81

R=5893.87
L=421.16
Tan=210.66
Δ=4°05'39"
S30°43'53"W
421.06

R=5879.60
L=677.61
Tan=338.18
Δ=6°36'12"
N36°36'23"E
677.24

EXIST. ROW LINE
PROP. ROW LINE
PROPERTY LINE
ORIGINAL SUBDIVISION
COUNTY LINE
CONTROL OF ACCESS LINE
SURVEY LINE
FENCE
CITY LIMITS
RAILROAD
STRUCTURE

PARCEL NUMBER
SIR = SET 9/4" IRON ROD WITH CAP
MARKED "CARTER & BURGESS"

**RESIDUE OF A
CALL 44.8957 ACRES
HANNOVER ESTATES, LTD
F.B.C.C.F. NO. 2000099935**

NOTES:
BEARINGS AND COORDINATES SHOWN ARE BASED ON
THE TEXAS STATE PLANE COORDINATE SYSTEM
SOUTH-CENTRAL ZONE. HAD THE DISTANCES
AND COORDINATES SHOWN ARE BEING USED
CONVERTED TO GRID BY MULTIPLYING BY A SCALE
FACTOR OF 0.999970.

A LEGAL DESCRIPTION ACCOMPANIES THIS PLAT.



DRAWN BY: DDO	EXHIBIT MAP	COUNTY FORT BEND
CHECKED BY: ARP	FORT BEND PARKWAY	DATE OF SURVEY 07-10-00
	PROJECT NO. 030801.010 030802.010	

EXHIBIT B
Location of Access Point from Remainder Property to the Parkway;
Access Easement Location

[illegible]

EXHIBIT B

EXHIBIT C
Deed

Fort Bend Parkway Project A

SPECIAL WARRANTY DEED

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.

THE STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS:

COUNTY OF FORT BEND

§

THAT HANNOVER ESTATES, LTD., a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto FORT BEND COUNTY TOLL ROAD AUTHORITY, a Texas local government corporation ("Grantee"), that certain 0.1666-acre tract of land in Fort Bend County, Texas, described in Exhibit A attached hereto and made a part hereof for all purposes, together with all rights, titles, and interests appurtenant thereto and improvements situated thereon (the "Property"). The Property is out of the residue of a called 44.8957 acre tract described in a deed to Grantor and recorded under Fort Bend County Clerk's File Number 2000099935 of the Official Public Records of Fort Bend County, Texas (the "Residue Property").

As further consideration for this conveyance, Grantee grants a right of access for a single public or private roadway from the Residue Property across the Property to the Fort Bend County Parkway (the "Single Access Point"), as shown in Exhibit B attached hereto. Any other access from the Residue Property to the Fort Bend County Parkway adjacent to the Property is denied.

Grantor reserves for itself, its successors and assigns, all of the oil, gas and other minerals in, on, under and that may be produced from the Property; provided, however, Grantor waives all of its rights of ingress and egress across the surface of the Property, including, but not limited to, the right to use the surface of the Property for exploring, drilling for, producing, or mining of oil, gas and other minerals or the laying of pipelines for the transportation or conveyance of such oil, gas and other minerals or other permitted uses of the surface of the Property. Grantor does further agree not to enter into any lease of the oil, gas, and other minerals in, under or about the Property without prohibiting within the lease any use of the surface of the Property for any purposes, whether or not the lessee therein otherwise would have rights to use the surface of the Property.

This Special Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to all applicable easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, liens encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record validly existing and applicable to the Property (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject to the Permitted Encumbrances.

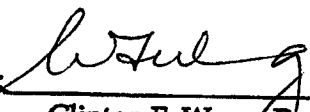
Grantee's address is Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

[Signature pages follow this page]

EXECUTED this 13th day of April, 2011.

HANNOVER ESTATES, LTD., a Texas limited
partnership

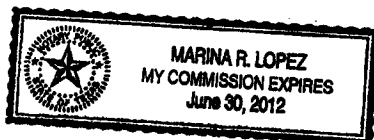
BY: Amvest Corporation, a Texas
corporation, its General Partner

By: 
Clinton F. Wong, President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of APRIL ~~2011~~
2011, by Clinton F. Wong, President of Amvest Corporation, a Texas corporation, as
general partner of HANNOVER ESTATES, LTD., a Texas limited partnership, on behalf
of such partnership and such corporation.

(NOTARY SEAL)




Notary Public, State of Texas

Fort Bend Parkway Project A

Accepted and agreed to this 20th day of April, 2011.

FORT BEND COUNTY TOLL ROAD
AUTHORITY

By:

James D. Condrey, DDS
President, Board of Directors

ATTEST:

(SEAL)



By:

~~Charles Rencher~~ Melody Hess
Asst. Secretary, Board of Directors

THE STATE OF TEXAS

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COUNTY OF FORT BEND

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This instrument was acknowledged before me on the 20th day of April, 2011, by James D. Condrey, as President, and ~~Charles Rencher~~ ^{Melody Hess} ~~as Secretary~~ ^{Asst.}, of FORT BEND COUNTY TOLL ROAD AUTHORITY, a local government corporation, on behalf of said local government corporation.

(NOTARY SEAL)



Notary Public, State of Texas

My commission expires: _____

Attachments:

Exhibit A - Legal Description of the Property

Exhibit B - Description of Location of Proposed Driveway to Parkway

After recording, please return to:

Yvonne A. Onak

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

EXHIBIT D
Access Easement

EXHIBIT D

Fort Bend Parkway Project A

THIRD PARTY BENEFICIARY ACCESS EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF FORT BEND §

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THAT HANNOVER ESTATES, LTD., a Texas limited partnership ("Grantor"), is the owner of a certain tract of land described in a deed to Grantor, recorded under Fort Bend County Clerk's File Number 2000099935 of the Official Public Records of Fort Bend County, Texas (the "Hannover Tract"), attached hereto as Exhibits A and A-1, save and except that certain 0.1666 acre tract described below. The Hannover Tract is adjacent to the Fort Bend Parkway (the "Parkway").

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable cash consideration to Grantor in hand paid by the FORT BEND COUNTY TOLL ROAD AUTHORITY, a Texas local government corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto Grantee, its successors and assigns, for the benefit of the current or future owners of that certain tract of land defined herein as the Briggs/Cochran Tract: a thirty-foot (30') wide, non-exclusive, perpetual easement and right-of-way over, across and through the Hannover Tract (the "Parkway Easement" or the "Access Easement") to provide access to the Parkway (the "Access"). The Access shall be for the benefit of that portion of the residue of a called 106.70 acre tract of land that is located East of the Parkway, being more particularly described in the metes and bounds description attached hereto as Exhibit B (the "Briggs/Cochran Tract," or the "Dominant Estate Property"), and is limited to the type and frequency of access necessary to access the Dominant Estate Property in its present, undeveloped, agricultural use.

The Parkway Easement shall be located adjacent to the westerly boundary of the Hannover Tract with Grantee's 0.1666-acre tract and will terminate at the Parkway Access Point, as shown in Exhibit C. The property underlying the Parkway Easement shall be referred to as the "Access Easement Property".

The Parkway Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Access Easement is referenced or

described in any conveyance of all or such portion of the Dominant Estate Property. The Parkway Easement is non-exclusive and irrevocable. The Access Easement is for the benefit of Grantee and Grantee's successors and assigns, and any current or subsequent owner who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (individually and collectively, "Holder").

Holder has the right to construct and maintain a driveway and/or road (the "Road Improvements") reasonably suited for the purposes set forth herein across all or any portion of the Access Easement Property, subject to providing Grantor with reasonable notice; provided, however, that Holder shall only be permitted to construct Road Improvements necessary and suitable for the Dominant Estate Property in its use and condition as of the conveyance date of this Access Easement ("Current Use"). If Holder desires to construct any Road Improvements that are not required by the Current Use, Holder must first obtain written consent from Grantee and Grantor.

Holder may remove or relocate any fences within the Access Easement Property if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the Road Improvements to continue onto all or any portion of the Dominant Estate Property, subject to replacement of the fences to their original condition by Holder within ten (10) days of completion of the Road Improvements at Holder's sole cost and expense. Construction and maintenance of the Road Improvements on the Access Easement Property will be at the sole cost and expense of Holder; provided, however, that, Grantor shall also have the right to construct a driveway, road and/or other improvements ("Grantor's Improvements") across all or any portion of the Access Easement Property, provided that Grantor's Improvements will not prevent Grantee from the exercise of its rights under the Access Easement, and such construction shall be at Grantor's sole cost and expense. If there is more than one Holder, any Holder using all or any portion of the Access Easement shall pay its proportionate share of the costs of constructing and maintaining the driveway and/or road on the Access Easement Property. Grantee and Holder shall not permit any permanent or temporary parking on the Access Easement Property at any time. Grantor expressly reserves the use and enjoyment of its rights in the Access Easement Property, provided that such use and enjoyment will not prevent Grantee from the exercise of its rights under the Access Easement.

This conveyance is further made subject to any restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the property and appearing of record in the Official Public Records of Fort Bend County, Texas, to the extent that said items and matters are in effect and validly enforceable against the Access Easement; provided, however, Grantor, to the extent that it has the ability to enforce any of said items or matters, agrees that it shall not enforce any of said items or matters in a manner which would prejudice or interfere with Grantee's rights in the Access Easement.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the Access Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights of access, ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Subject to the matters set forth herein, Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Access Easement and rights-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

[EXECUTION PAGES FOLLOW]