

Heidaker Land Services, Inc.

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June 2, 2016

Fort Bend County Drainage District
c/o Robert E. Hebert, County Judge
301 Jackson Street, Room 101
Richmond, TX 77469

ROW CSJ: 0027-08-175
Location: Fort Bend County, Texas
District: Houston
Project: US 90A
Parcel No.: 2

Dear Property Owner,

You have indicated a willingness to sign a Deed for your property which consists of a 0.1274 acre (5,550 square feet) parcel of land situated in the MILLS M. BATTLE SURVEY, Abstract No. 9 in Fort Bend County, Texas, and being a part of a called 4.1696 acres tract (being a called 4.2917 acre tract less and except a called 0.1221 acre tract recorded in F.B.C.C.F. NUMBER 9635401) dedicated from Lexington Development, Co. to the Fort Bend County Drainage District recorded in Slide Number 1021A of the Plat Records of Fort Bend County, Texas (P.R.F.B.C.).

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of EIGHT THOUSAND EIGHT HUNDRED EIGHTY and NO/100 DOLLARS (\$8,880.00) as herein agreed will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

TxDOT and the owner(s) have agreed to the following provisions.

Until payment is made by TxDOT, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or TxDOT shall have the right to terminate this agreement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's relocation assistance program and the mutual benefits to be derived by you and TxDOT from the signing of this agreement.

It is suggested that you carefully review the proposed Deed and satisfy yourself (-selves) as to its (their) provisions. With your signing of this agreement and execution of the Deed, the State will proceed with the disbursement out of the consideration as shown in the instrument(s) to satisfy the amounts due to you as owner(s) of the property.

The State, without cost to you as owner(s), will pay the cost of recording all instruments conveying title to the State. In consideration of the State's independently discharging the obligation of the interests listed herein, it will have completely fulfilled its obligations, as shown in the Deed and this agreement. By signing this agreement, it is understood and agreed that you are fully satisfied on all details of this transaction.

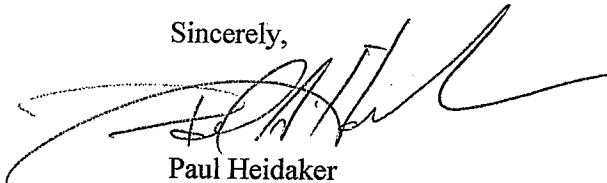
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Notwithstanding any of the foregoing provisions, it is understood that the State warrant issued as consideration will not be delivered until clear title is secured. At the same time, you have the right not to endorse the warrant and accept payment until you are fully satisfied on all details of this transaction.

Sincerely,



Paul Heidaker
Heidaker Land Services Inc.
As a Representative of
The Texas Department of Transportation

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement.

FORT BEND COUNTY DRAINAGE DISTRICT

By: **Robert E. Hebert, County Judge**

FEI

Date