



4-28-09 11:29 AM
AGENDA ITEM
3982 Parcel 9

Property Acquisition Services, Inc.

April 28, 2009

Paulette Batts
Executive Assistant
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Greenbusch Project - Parcel 9 – Fort Bend County MUD No. 37

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Original Check Request
- Original Deed for County Attorney Review
- Original Settlement Statement
- Original Title Company Disclosure:
 - Waiver of Inspection & Disclosure to Owner
 - Tax Agreement
 - Buyer Correspondence Information Form
 - Info for Real Estate 1099-S Report Filing
 - Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have the settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

Shelly J
for Mark Davis
Project Manager

Enclosures

*Approved as to
form only by
FBC
WMB 4/29/09*

5-5-0A COPY RECEIVED

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested: April 28, 2009

Check Needed By: **ASAP**

Fort Bend County P.O. No.: _____

Vendor: **Property Acquisition Services, Inc.**

Address: 19855 Southwest Freeways, Suite 200
Sugar Land, TX 77479
Office (281) 343-7171

Project Location: Greenbusch

Payee: Stewart Title Company

Payee's Address: 1980 Post Oak Blvd., Suite 110
Houston, TX 77056

Payee's Tax ID/SS #: On File

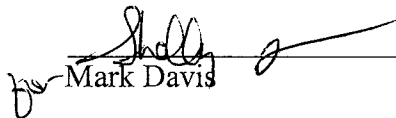
Amount of Check: **\$5,498.95**

Description: **Parcel 9-** Fort Bend County MUD No. 37
0.041 acres, G. Cartwright Survey, A-149

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



for Mark Davis

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§ KNOW ALL MEN BY THESE PRESENTS
§

THAT THE UNDERSIGNED, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO 37 a limited liability company, hereinafter called "Grantor", whether one or more, for an consideration of the sum of FOUR THOUSAND NINE HUNDRED NINETY DOLLARS (\$4,990.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time;: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and 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.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable

environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (except as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same 'AS IS', "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's 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 any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or 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 for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. 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 predecessor, contractors, or consultants.

EXECUTED this _____ day of _____, 2009.

GRANTOR:

Fort Bend County Municipal Utility District No. 37

By

Printed Name

Title

Acknowledgement

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 2009, by _____ the _____ of Fort Bend County Municipal Utility District No. 37.

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

After recording please return to:
Property Acquisition Services, Inc.
19855 Southwest Freeway., Suite 200
Sugar Land, TX 77479

EXHIBIT "A"**PARCEL 9**

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.041 ACRE (1,786 SQUARE FEET) SITUATED IN THE GEORGE CARTWRIGHT SURVEY, ABSTRACT NUMBER 149, FORT BEND COUNTY, TEXAS

Being a tract or parcel containing 0.041 acre (1,786 square feet) of land situated in the George Cartwright Survey, Abstract Number 149, Fort Bend County, Texas, and being out and a part of a called 8.0002 acre tract conveyed to Fort Bend County Municipal Utility District No. 37, by deed recorded under Volume 992, Page 575, dated August 25, 1981, of the Deed Records of Fort Bend County, Texas. Said 0.041 acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

COMMENCING FOR REFERENCE at a railroad spike found marking the northerly corner of said Cartwright Survey and marking the intersection of the centerline of Katy-Flewellen Road with the centerline of Greenbusch Road;

THENCE, South $46^{\circ}59'29''$ East, along the northeasterly line of said Cartwright Survey and the centerline of said Greenbusch Road, a distance of 3,699.53 feet to a point for the easterly corner of a called 22.05 acre tract conveyed to Katy Oaks Properties, LLC, by deed recorded under County Clerk's File Number 1999100448, dated November 12, 1999, of the Official Records of Fort Bend County, Texas and the northerly corner of said 8.0002 acre tract;

THENCE, South $43^{\circ}09'05''$ West, along the southeasterly line of said 22.05 acre tract and the northwesterly line of said 8.0002 acre tract, a distance of 27.04 feet to a point in the southwesterly right-of-way (R.O.W.) line of Greenbusch Road, as monumented, and for the **POINT OF BEGINNING** and northerly corner of the herein described tract from which a found square head bolt bears South $40^{\circ}46'$ West, 0.44 feet;

THENCE, South $47^{\circ}02'16''$ East, along the southwesterly R.O.W. line of said Greenbusch Road and the northeast line of said 8.0002 acre tract, a distance of 136.56 feet to a 3/4-inch iron pipe found in the southeasterly line of said 8.0002 acre tract and marking the most northerly corner of a called 6.64 acre tract conveyed to the Estate of John G. Roesner, by deed recorded under Volume 1146, Page 689, dated February 10, 1983, of the Deed Records of Fort Bend County, Texas, and marking the easterly corner of the herein described tract;

THENCE, South $43^{\circ}09'05''$ West, along the southwesterly line of said 8.0002 acre tract and the northeasterly line of said 6.64 acre tract, a distance of 13.62 feet to a 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" set in a non-tangent curve to the left and marking the southerly corner of the herein described tract;

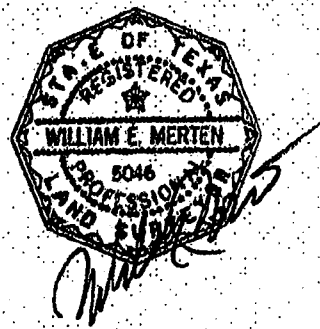
THENCE in a northwesterly direction, over and across said 8.0002 acre tract, and with said non-tangent curve to the left whose radius is 1,960.00 feet and whose central angle is $01^{\circ} 21' 38''$ (chord bears North $46^{\circ} 18' 41''$ West, a distance of 46.54 feet), for a curve length of 46.54 feet to a 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" set for a point of tangency;

THENCE North $46^{\circ} 59' 29''$ West, a distance of 90.02 feet to a point in the southeasterly line of said 22.05 acre tract and in the northwesterly line of said 8.0002 acre tract and marking the westerly corner of the herein described tract;

THENCE, North $43^{\circ} 09' 05''$ East, along the southeasterly line of said 22.05 acre tract and the northwesterly line of said 8.0002 acre tract, a distance of 12.96 feet to the **POINT OF BEGINNING** and containing 0.041 acre (1,786 square feet) of land.

COBB, FENDLEY & ASSOCIATES, INC.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
Phone: 713-462-3242

Job No. 0412-005-02
March 12, 2008



A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		B. TYPE OF LOAN		OMB No. 2502-0265
		1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input type="checkbox"/> CONV. UNINS.
		4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.	
		6. FILE NUMBER: 08300613	7. LOAN NUMBER:	
		8. MTG. INS. CASE NO.:		
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing; they are shown here for information purposes and are not included in the totals.				
D. NAME OF BORROWER: Fort Bend County ADDRESS:				
E. NAME OF SELLER: Fort Bend County Municipal Utility District No. 37 ADDRESS: SELLER TIN:				
F. NAME OF LENDER: ADDRESS:				
G. PROPERTY LOCATION: 0.041 ac George Cartwright Survey, Anstract No. 149, Fort Bend County, Texas Parcel 9				
H. SETTLEMENT AGENT: STEWART TITLE COMPANY CLOSER: MARC LAROCCA PHONE NUMBER: (713) 627-1310 ADDRESS: 4700 W. SAM HOUSTON PKWY N. HOUSTON, TEXAS 77041 SETTLEMENT AGENT TIN: 74-0923770				
PLACE OF SETTLEMENT: STEWART TITLE COMPANY PHONE NUMBER: (713) 625-8702 SETTLEMENT DATE ADDRESS: 1980 POST OAK BLVD. Closing date: HOUSTON, TEXAS 77056 Proration date:				
J. SUMMARY OF BORROWER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:			400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	4,990.00		401. Contract sales price	4,990.00
102. Personal property			402. Personal property	
103. Settlement charges to borrower(line 1400)	508.95		403.	
104.			404.	
105.			405.	
Adjustments for items paid by seller in advance:			Adjustments for items paid for seller in advance:	
106. City/town taxes	to		406. City/town taxes	to
107. County taxes	to		407. County taxes	to
108. Assessments	to		408. Assessments	to
109. Maintenance	to		409. Maintenance	to
110. School/Taxes	to		410. School/Taxes	to
111.			411.	
112.			412.	
120. GROSS AMOUNT DUE FROM BORROWER:	5,498.95		420. GROSS AMOUNT DUE TO SELLER:	4,990.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:			500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money			501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)			502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to	
204. Commitment Fee			504. Payoff of first mortgage loan	
205.			505. Payoff of second mortgage loan	
206.			506.	
207.			507.	
208.			508.	
209.			509.	
Adjustments for items unpaid by seller:			Adjustments for items unpaid by seller:	
210. City/town taxes	to		510. City/town taxes	to
211. County taxes	to		511. County taxes	to
212. Assessments	to		512. Assessments	to
213. School/Taxes	to		513. School/Taxes	to
214.			514. Maintenance	to
215.			515.	
216.			516.	
217.			517.	
218.			518.	
219.			519.	
220. TOTAL PAID BY/FOR BORROWER:			520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:			600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	5,498.95		601. Gross amount due to seller(line 420)	4,990.00
302. Less amounts paid by/for borrower(line 220)			602. Less total reductions in amount due seller(line 520)	
303. CASH [X FROM] [] TO] BORROWER:	5,498.95		603. CASH [X TO] [] FROM] SELLER:	4,990.00

File 08300613			L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on \$	@	% =				
Division of Commission (line 700) as follows:						
701. \$	to					
702. \$	to					
703. Commission paid at settlement						
704.						
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.						
801. Loan Origination fee	%					
802. Loan Discount	%					
803. Appraisal fee	to					
804. Credit Report	to					
805. Lender's inspection fee	to					
806. Mortgage Insurance application fee	to					
807. Assumption Fee	to					
808. Commitment Fee	to					
809. FNMA Processing Fee	to					
810. Pictures	to					
811.	to					
812.	to					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.						
901. Interest from	to	@ \$	/day			
902. Mortgage insurance premium for	mo. to					
903. Hazard insurance premium for	yrs. to					
904. Flood Insurance	yrs. to					
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001. Hazard Insurance	mo. @ \$		per mo.			
1002. Mortgage insurance	mo. @ \$		per mo.			
1003. City property taxes	mo. @ \$		per mo.			
1004. County property taxes	mo. @ \$		per mo.			
1005. Annual assessments (Maint.)	mo. @ \$		per mo.			
1006. School Property Taxes	mo. @ \$		per mo.			
1007. Water Dist. Prop. Tax	mo. @ \$		per mo.			
1008. Flood Insurance	mo. @ \$		per mo.			
1009. Aggregate Accounting Adjustment						
1100. TITLE CHARGES:						
1101. Settlement or closing fee	to					
1102. Abstract or title search	to	STEWART TITLE COMPANY		150.00		
1103. Title examination	to					
1104. Title insurance binder	to					
1105. Document preparation	to					
1106. Notary fee	to					
1107. Attorney's fee to	to					
(includes above items No.:						
1108. Title insurance	to	STEWART TITLE COMPANY		229.00		
(includes above items No.:						
1109. Lender's coverage	\$					
1110. Owner's coverage	4,990.00	\$	229.00			
1111. Escrow fee	to					
1112. Restrictions	to					
1113. Messenger Fee/Document Delivery	to	STEWART TITLE COMPANY		20.00		
1114.	to					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording fees:	Deed \$	40.00	Mrtg \$	Rel. \$	40.00	
1202. City/county tax/stamps:	Deed \$		Mrtg \$			
1203. State tax/stamps:	Deed \$		Mrtg \$			
1204. Tax certificates	to	STEWART TITLE COMPANY		64.95		
1205.	to					
1206. State of Texas Policy Gty Fee	to	STEWART TITLE POLICY GUARANTY FEE		5.00		
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey	to					
1302. Pest inspection	to					
1303.	to					
1304.	to					
1305.	to					
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)				508.95		

CERTIFICATION: I have carefully reviewed the HUD-1 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 HUD-1 Settlement Statement.

Borrowers _____ Sellers _____
 The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____

Date _____

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax proration and signifies their understanding that proration were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 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 HUD-1 Settlement Statement.

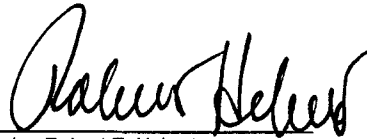
SELLER(S):

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 37**

By: _____
Name: _____
Title: _____

PURCHASER (S):

FORT BEND COUNTY

By: 
Judge Robert E. Hebert
Fort Bend County Judge 5/4/09

To the best of my knowledge, the HUD-1 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.

STEWART TITLE OF HOUSTON

By: _____
Marc LaRocca, Commercial Escrow Officer
Settlement Agent

Date _____

WARNING:

It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 08300613;

Brief Description of Property:

PARCEL 9 - 0.041 acre tract, (1,786 square feet) more or less, out of the George Cartwright Survey, Abstract No. 149 Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:

1. Waiver of Inspection.

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1 AND PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

3. Survey.

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. Arbitration.

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of May 4, _____, 2009.

FORT BEND COUNTY

By: _____

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF No.: 08300613 -- Parcel 9

Brief Description of Property:

0.041 acre tract, (1,786 square feet) more or less, out of the George Cartwright Survey, Abstract No. 149 Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

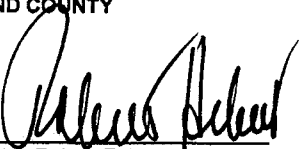
By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

Buyer:

FORT BEND COUNTY

By:



Judge Robert E. Hebert,
Fort Bend County Judge

5/4/09

Seller:

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 37**

By :

Name: _____

Title: _____

41/LaRocca

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING
As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 08300613

Taxpayer I. D. No. _____

SELLER'S NAME and MAILING ADDRESS

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 37

TRANSACTION INFORMATION

Closing Date: _____, _____, 2009

Brief Description of Property:

PARCEL 9 - 0.041 acre tract, (1,786 square feet) more or less, out of the George Cartwright Survey, Abstract No. 149 Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Contract Sales Price: \$4,990.00

If multiple Sellers, allocation of sales price amount among the Sellers:

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? _____ (Yes or No)

CERTIFICATION

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

SELLER(S):

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 37**

By: _____

Name: _____

Title: _____

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08300613

Brief Description of Property:

PARCEL 9 - 0.041 acre tract, (1,786 square feet) more or less, out of the George Cartwright Survey, Abstract No. 149 Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared
Fort Bend County Municipal Utility District No. 37
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.
2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.
3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following: _____.
4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except: _____.
5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except: _____.
6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for: _____.
7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. **The Seller's United States Employer's tax identification number or Social Security Number is:** _____.
This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.
8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.
9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

SELLER(S):

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 37**

By: _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of _____, 2009.

Notary Public in and for
The State of Texas