



Property Acquisition Services, Inc.

September 15, 2009

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

9-8-09
AGENDA ITEM
#28 B 1)

Re: FM 1464 Ph. II – 90/10 Project
Parcel 016 – Summerfield Homeowners Association, Inc.

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 Title Company Documents/Disclosures:
 - Settlement Statement
 - Waiver of Inspection & Disclosure to Owner
 - Tax Agreement
 - Buyer Correspondence Information Form
 - Affidavit as to Debts, Liens, & Possession
 - Notice to Purchasers of Real Property

At this time, we ask that the County have the settlement statement 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,


Mark Davis
Project Manager

Enclosures

*Approved to
form only by FBC
WAS office
WPD
9/11/09*

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested: September 15, 2009

Check Needed By: **September 28, 2009**

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: FM 1464 Ph II - 90/10 Project

Payee: Stewart Title Company

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

Payee's Tax ID/SS #: On File

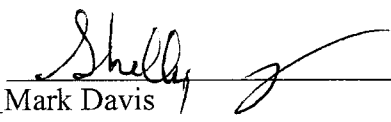
Amount of Check: **\$1,643.95**

Description: **Parcel 016-** (Summerfield Homeowners Association, Inc.)
(0.0103 acres out of Jesse H. Cartwright League A-16, Fort Bend County, Texas)

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



Mark Davis

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



Form ROW-N-14

Rev. 8/2003

Replaces Forms D-15-11, D-15-14, D-15-141, D-15-142, ROW-N-12PT, ROW-N-14, ROW-N-141, and ROW-N-142

GSD-EPC

Page 1 of 3

Parcel 016

DEED

THE STATE OF TEXAS

§

§

COUNTY OF FORT BEND

§

WHEREAS, the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203, 224, and 361 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **SUMMERFIELD HOMEOWNERS ASSOCIATION, INC.**, a Texas corporation of the County of Fort Bend, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of ONE THOUSAND ONE HUNDRED THIRTY FIVE AND NO/100 Dollars (\$1,135.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Fort Bend, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: None.

Grantors covenant and agree to remove the above-described improvements from said land within thirty (30) days of closing, subject, however, to such extensions of time as may be granted by Grantee, its successor and assigns, in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the Grantee, its successors and assigns, forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project (hereafter called highway facility) to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part, shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such highway facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2009.

**Summerfield Homeowners Association, Inc.,
a Texas Corporation**

By

Name

Title

Corporate Acknowledgment

State of Texas

County of _____

This instrument was acknowledged before me this _____ day of _____, 2009 by

_____, _____ of Summerfield Homeowners
Association, Inc., a Texas Corporation, on behalf of said corporation.

Notary Public's Signature

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

EXHIBIT A

County: Fort Bend
Highway: F.M. 1464
Project Limits: Shiloh Lakes Drive to State Highway 99
ROW CSJ: 1415-02-041

Property Description for Parcel 16

Being a 0.0103 acre (450 square feet) parcel of land, out of the J.H. Cartwright Survey A-16, Fort Bend County, Texas, being out of that certain 0.5056 acre tract of land, described in a Deed dated 07-31-2002 from Pheasant Creek, Ltd. to Summerfield Homeowners' Association, Inc., filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 2002121618, being out of Restricted Reserve "A" of Summerfield, Section Six, as recorded in Slide No. 1753 B of the Fort Bend County Plat Records (F.B.C.P.R.) and being more particularly described as follows:

COMMENCING at a set 5/8 inch iron rod with cap stamped "Weisser Eng., Houston, TX" located at a point of tangency of a curve to the right, said curve having radius of 500.00 feet, a central angle of $02^{\circ}51'45''$ and chord which bears North $66^{\circ}46'42''$ West, 24.98 feet, being in the north line of said 0.5056 acre tract, in the north line of said Restricted Reserve "A" and in the existing south right-of-way line of Pheasant Creek Drive (width varies) as shown in Slide No. 1237 A and B of the F.B.C.P.R.; thence as follows:

North $65^{\circ}20'49''$ West, a distance of 117.68 feet, along the north line of said 0.5056 acre tract, along the north line of said Restricted Reserve "A" and along the existing south right-of-way line of said Pheasant Creek Drive, to a set 5/8 inch iron rod with TxDOT Aluminum cap located in the proposed southeast right-of-way line of F.M. 1464 (width varies), marking the northeast corner and POINT OF BEGINNING of the herein described parcel; **

- 1) THENCE, South $69^{\circ}04'59''$ West, a distance of 48.35 feet, along the proposed southeast right-of-way line of said F.M. 1464, to set 5/8 inch iron rod with TxDOT Aluminum cap located in the west line of said 0.5056 acre tract, in the west line of said Restricted Reserve "A" and in the existing east right-of-way line of F.M. 1464 (150 feet wide) as described in Volume 275, Page 253 filed in the Fort Bend County Deed Records (F.B.C.D.R.) for the southwest corner of herein described parcel; **

EXHIBIT A

- 2) THENCE, North 24°43'00" East, a distance of 9.56 feet, along the west line of said 0.5056 acre tract, along the west line of said Restricted Reserve "A" and along the existing east right-of-way line of said F.M. 1464, to a point for the beginning of a curve to the right of herein described parcel;
- 3) THENCE, northeasterly direction along the northwest line of said 0.5056 acre tract, along the northwest line of said Restricted Reserve "A" and along the existing southeast right-of-way line of said F.M. 1464, with said curve to the right having radius of 25.00 feet, a central angle of 89°56'37" and chord which bears North 69°41'32" East, 35.34 feet, for an arc length of 39.25 feet to the end of said curve, being located in the south right-of-way line of said Pheasant Creek Drive, in the north line of said 0.5056 acre tract and in the north line of said Restricted Reserve "A";
- 4) THENCE, South 65°20'49" East, a distance of 8.83 feet, along the north line of said 0.5056 acre tract, along the north line of said Restricted Reserve "A" and along the south right-of-way line of said Pheasant Creek Drive, to the POINT OF BEGINNING and containing 0.0103 acre (450 square feet) parcel of land.

NOTE: The POINT OF BEGINNING of this description has coordinates of X=3,023,155.74 and Y=13,796,728.65; All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, NAD 83 (1993 Adj.). All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013.

NOTE: A parcel plat of even date was prepared in conjunction with this property description.

NOTE: Access will be permitted to the remainder of property abutting the highway facility.

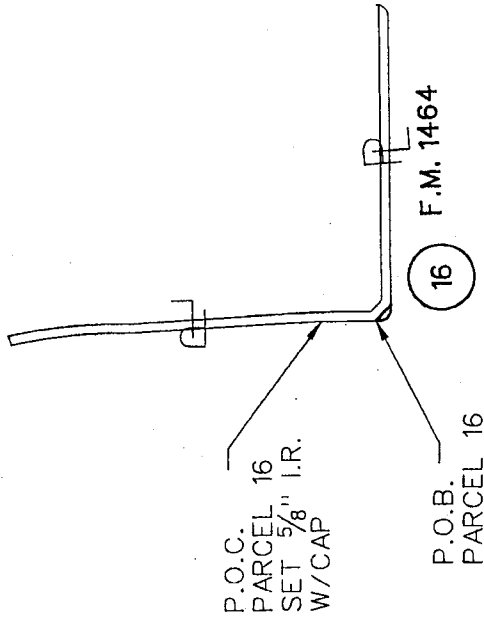
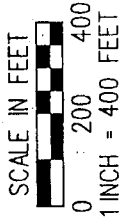
** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Compiled by:
Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084



J. M. Tucker
4/23/2009

J.H. CARTWRIGHT SURVEY A-16



PARENT TRACT INSET

S/O=STATION OFFSET

- SET 5/8" I.R. w/TxDOT ALUM. CAP
- FND. 5/8" I.R. w/TxDOT ALUM. CAP
- SET 5/8" I.R. w/CAP STAMPED. "WEISSER ENG. HOUSTON, TX"
- FND. (AS INDICATED)

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJ.). ALL DISTANCES AND COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. CITY OF HOUSTON ORDINANCE No. 82-1010 AMENDED BY ORDINANCE No. 85-1878 H.C.C.F. No. N253886 O.P.R.P.H.C. AND AMENDED BY ORDINANCE No. 99-262
3. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
4. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

REVISIONS:

1.

EXISTING	TAKING AC/SF	REMAINDER ACRES	
		LEFT	RIGHT
0.5056 AC.	0.0103 AC.	0.4953	
	450 SF		



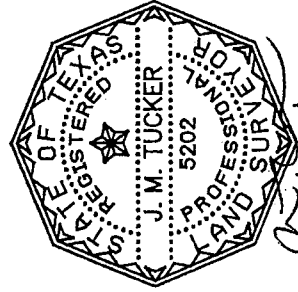
19500 Park Row, Suite 100
Houston, Texas 77084
Engineering Co. (281) 579 - 7300

F.M. 1464

PARCEL PLAT SHOWING PARCEL 16
FORT BEND COUNTY, TEXAS

DATE: 07/2008 | SCALE: 1" = 400' | JOB No.: EE086

R.O.W. CSJ: 1415-02-041 | DWG. No.: P-15-1-DGN



4/23/2009

J.H. CARTWRIGHT SURVEY A-16

SUMMERFIELD SECTION SIX SLIDE NO. 1753B

10' BUILDING LINE SLIDE NO. 1753B F.B.C.P.R.

RESTRICTED RESERVE "A" SUMMERFIELD HOMEOWNERS' ASSOCIATION, INC. F.N. 2002121618 O.P.R.F.B.C. JULY 31, 2002

10.5056 AC

25' BUILDING LINE SLIDE NO. 1753B F.B.C.P.R.

16' UTILITY ESMT. SLIDE NO. 1753B F.B.C.P.R.

EXISTING R.O.W.

PARCEL BEARING AND DISTANCE:

1 N 24° 43'00" E-8.58'

2 R-25.00' D-89°58'37" L-38.25' CH-N 68°43'2" E-35.34' RAD: BRG-S 65°17'00" E

3 S 65° 20'48" E-8.83'

4 R-500.00' D-02°57'45" L-24.88' CH-N 68°48'42" W-24.88' RAD: BRG-N 24°39'11" E

RESTRICTED RESERVE "A" LANDSCAPE / OPEN SPACE 0.5056 AC.

10' WATERLINE ESMT. VOL. 2490, PG. 98 O.P.R.F.B.C.

117.68' N 65° 20' 48" W

EXISTING R.O.W.

104.64' LT. S/O 361°33.75'

70.84' LT. S/O 361°68.33'

S 24° 44' 02" W-1,369.41' 360+00

E.M. 1464J (WIDTH 150') VOL. 275, PG. 253 F.B.C.D.R.

RESTRICTED RESERVE "A" LANDSCAPE / OPEN SPACE 0.5056 AC.

BLOCK 1

PECAN MEADOW ESTATES SECTION ONE SLIDE NO. 1237A&B F.B.C.P.R.

25' BUILDING LINE (SEE NOTE 2)

EXISTING R.O.W.

104.64' LT. S/O 361°33.75'

70.84' LT. S/O 361°68.33'

S 24° 44' 02" W-1,369.41' 360+00

E.M. 1464J (WIDTH 150') VOL. 275, PG. 253 F.B.C.D.R.

RESTRICTED RESERVE "A" LANDSCAPE / OPEN SPACE 0.5056 AC.

10' WATERLINE ESMT. VOL. 2490, PG. 98 O.P.R.F.B.C.

117.68' N 65° 20' 48" W

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104.64' LT. S/O 361°33.75'

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S 24° 44' 02" W-1,369.41' 360+00

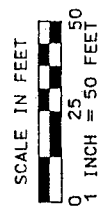
E.M. 1464J (WIDTH 150') VOL. 275, PG. 253 F.B.C.D.R.

RESTRICTED RESERVE "A" LANDSCAPE / OPEN SPACE 0.5056 AC.

10' WATERLINE ESMT. VOL. 2490, PG. 98 O.P.R.F.B.C.

117.68' N 65° 20' 48" W

EXISTING R.O.W.



WEISSER Engineering Co.
 19500 Park Row, Suite 100
 Houston, Texas 77084
 (281) 579 - 7300

F.M. 1464

PARCEL PLAT SHOWING PARCEL 16
 FORT BEND COUNTY, TEXAS

DATE: 07/2008 | SCALE: 1" = 50' | JOB No.: EE086
 R.O.W. CSJ: 1415-02-041 | DWG. No.: P-16-2-DGN

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: 09300434	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: The State of Texas				
ADDRESS:				
E. NAME OF SELLER: Summerfield Homeowners Association Inc., a Texas corporation				
ADDRESS:				
SELLER TIN:				
F. NAME OF LENDER:				
ADDRESS:				
G. PROPERTY LOCATION: 0.0103 ac, o/o REST. RES.A Summerfield, Section Six Fort Bend County, Texas FM 1464 Phase 2, Parcel 16				
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		I. SETTLEMENT DATE
ADDRESS: 1980 POST OAK BLVD. HOUSTON, TEXAS 77056		Closing date: 09/25/09 Proration date: 09/25/09		
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	1,135.00	401. Contract sales price	1,135.00	
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:	1,643.95	420. GROSS AMOUNT DUE TO SELLER:	1,135.00	
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)	1,643.95	601. Gross amount due to seller(line 420)	1,135.00	
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:	1,643.95	603. CASH [X TO] [] FROM] SELLER:	1,135.00	

File 09300434		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	1,135.00	\$	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
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.

Sellers

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 prorations and signifies their understanding that prorations 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.

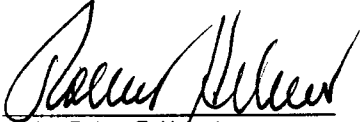
SELLER(S):

SUMMERFIELD HOMEOWNERS
ASSOCIATION, INC. a Texas corporation

By: _____
Name: _____
Title: _____

PURCHASER (S):

THE STATE OF TEXAS

By: 
Judge Robert E. Hebert
Fort Bend County Judge 9-21-09

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. 09300434;

Brief Description of Property: FM 1464 Phase 2, PARCEL 16

Being a 0.0103 acre (450 square feet) parcel of land, and being out of RESTRICTED RESERVE "A" of SUMMERFIELD SECTION SIX, according to the map or plat thereof recorded under Slides No. 11753B of the Plat Records of 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.

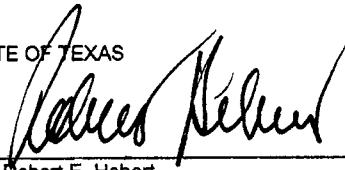
IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

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 September 21, 2009.

THE STATE OF TEXAS

By: 

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF#09300434

Brief Description of Property: FM 1464 Phase 2, PARCEL 16

Being a 0.0103 acre (450 square feet) parcel of land, and being out of RESTRICTED RESERVE "A" of SUMMERFIELD SECTION SIX, according to the map or plat thereof recorded under Slides No. 11753B of the Plat Records of 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.

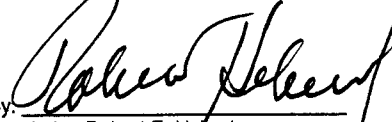
SELLER(S):

SUMMERFIELD HOMEOWNERS
ASSOCIATION, INC. a Texas corporation

By: _____
Name: _____
Title: _____

PURCHASER (S):

THE STATE OF TEXAS

By: 
Judge Robert E. Hebert
Fort Bend County Judge 9-21-09

STEWART TITLE
BUYER CORRESPONDENCE INFORMATION FORM
GF NO. 09300434

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, Texas 77479
Attention: Shelly Johnson

Is this a temporary address?

YES

NO

If YES, please indicate until what date: _____

PHONE NUMBER: 281 – 343-7171

E-MAIL ADDRESS: sjohnson@pascorp.com

THE STATE OF TEXAS

By: _____

Judge Robert E. Heberg
Fort Bend County Judge

Date: September 21, 2009

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 09300434

Brief Description of Property: FM 1464 Phase 2, PARCEL 16

Being a 0.0103 acre (450 square feet) parcel of land, and being out of RESTRICTED RESERVE "A" of SUMMERFIELD SECTION SIX, according to the map or plat thereof recorded under Slides No. 11753B of the Plat Records of 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
SUMMERFIELD HOMEOWNERS ASSOCIATION, INC.
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):

SUMMERFIELD HOMEOWNERS
ASSOCIATION, INC., a Texas corporation

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

NOTICE TO PURCHASERS

GF No. 09300434 – FM 1464, Phase 2, Parcel 16

THE STATE OF TEXAS }
COUNTY OF _____ }

The real property described below, which you are purchasing, is subject to the following deed restrictions:

Those set forth on the plat recorded under Slide No. 1753B of the Plat Records of Fort Bend County, Texas; those recorded under in Volume 2491, Page 38 (under Clerk's File No. 9308323) and under Clerk's File No. 9882159 of the County Clerk Official Records of Fort Bend County, Texas.

THE RESTRICTIONS LIMIT YOUR USE OF THE PROPERTY. THE CITY OF HOUSTON IS AUTHORIZED BY STATUTE TO ENFORCE COMPLIANCE WITH CERTAIN DEED RESTRICTIONS. You are advised that, in the absence of declaratory judgment that the referenced restrictions are no longer enforceable, the City of Houston may sue to enjoin a violation of such restrictions. ANY PROVISIONS THAT RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY ON THE BASIS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN ARE UNENFORCEABLE; however, the inclusion of such provisions does not render the remainder of the deed restrictions invalid. The legal description of the property you are acquiring is as follows:

Being a 0.0103 acre (450 square feet) parcel of land, and being out of RESTRICTED RESERVE "A" of SUMMERFIELD SECTION SIX, according to the map or plat thereof recorded under Slides No. 11753B of the Plat Records of Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

SELLER(S):

SUMMERFIELD HOMEOWNERS ASSOCIATION, INC., a Texas corporation

By: _____
Name: _____
Title: _____

Date: _____

The undersigned admit receipt of the foregoing notice at or prior to closing the purchase of property above described.

PURCHASER(S):

THE STATE OF TEXAS

By: Robert E. Hebert
Judge Robert E. Hebert
Fort Bend County Judge

Date: September 21, 2009

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, 2009, by _____ of Summerfield Homeowners Association, Inc., its _____ ..

Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF Ft. Bend

This instrument was acknowledged before me on September 9, 2009 by Judge Robert E. Hebert, Fort Bend County Judge.

Ann Werlein
Notary Public in and for the State of Texas

