



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 2)

**Re: FM 359 – 90/10 Project
Parcel 010 parts 1,2&3 – Houston River's Edge Venture, LP.**

Dear Ms. Batts:

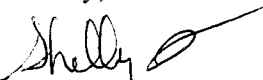
Please find enclosed the following referenced documents for signature and your review:

- 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
 - Info for Real Estate 1099-S Report Filing
 - Affidavit as to Debts, Liens, & Possession
 - Notice to Purchasers
 - Notice to Purchasers of Real Property for MUD 140

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 as to
form only by FBC
AHS office
WAW
9/16/09*

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested: September 15, 2009

Check Needed By: October 6, 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 359 - 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

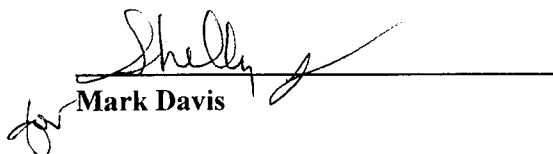
Amount of Check: **\$145,211.95**

Description: Parcel 010 parts 1,2&3 - Houston River's Edge Venture, LP. -
0.4416 acres out of William Morton League, A-62, Ft 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 010 parts 1,2&3

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, Houston River's Edge Venture, L.P., a Texas limited partnership, 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 HUNDRED FORTY THREE THOUSAND EIGHT HUNDRED SIXTY FIVE AND NO/100 Dollars (\$143,865.00) 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.

**HOUSTON RIVER'S EDGE VENTURE, L.P.,
a Texas limited partnership**

**By: Houston River's Edge AIP IV, L.P.,
a Texas limited partnership, its sole general partner**

**By: Houston River's Edge GP, L.L.L. P.,
a Delaware limited liability limited partnership,
its sole general partner**

**By: Avanti Development Corporation,
a Florida Corporation, its sole general partner**

By: Marvin M. Shapiro, Vice President

Corporate Acknowledgment

State of _____

County of _____

This instrument was acknowledged before me this _____ day of _____, 2009 by Marvin M. Shapiro, Vice President of Avanti Development Corporation, a Florida corporation, in its capacity as sole general partner of Houston River's Edge GP, L.L.L.P., a Delaware limited liability limited partnership, in its capacity as sole general partner of Houston River's Edge AIP IV, L.P., a Texas limited partnership, in its capacity as general partner of Houston River's Edge Venture, L.P., a Texas limited partnership, on behalf of said corporation, limited liability limited partnership and limited partnerships.

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: FM 359
Project Limits: W. of Farmer Rd. to US 90 A
RCSJ: 0543-02-056

PROPERTY DESCRIPTION FOR PARCEL 10

Being a total of 0.4416 acres (19,237 square feet) of land consisting of three parcels of land, being PART 1, PART 2, and PART 3 as follows:

Being a 0.0041 acre (178 square feet) parcel of land, called PART 1, out of a 0.4565 acre tract in the William Morton League, Abstract 62, Fort Bend County, Texas, Said 0.4565 acre tract being that certain Reserve "C", restricted to right-of-way and utility purposes, as shown on the plat of River's Edge Commercial Reserve North subdivision, dated June 6, 2006, and recorded under County Clerks File No. 20060150 of the Plat Records of Fort Bend County, Texas. Said 0.4565 acre Reserve "C" being a portion of the residue of the original 177.442 acre tract conveyed to Houston River's Edge Venture, L.P., a Texas Limited Partnership, by warranty deed dated February 19, 2003 as recorded under County Clerk's File No. 2003023105 of the Official Public Records of Fort Bend County (O.P.R.F.B.C.), Texas.

Being a 0.0110 acre (480 square feet) parcel, and a 0.4265 acre (18,579 square feet) parcel of land, called PART 2 and PART 3 respectively, both out of a 9.537 acre tract, south of River Trace Drive, in the William Morton League, Abstract 62, and the Randall Jones League, Abstract 42, Fort Bend County, Texas. Said 9.537 acre tract being the residue from said original called 177.442 acre tract conveyed to Houston River's edge Venture, LP. Said 9.537 acre residue tract, calculated as being approximately 5.787 acres in the Randall Jones League, Abstract 42, and 3.75 acres in the William Morton League, Abstract 62, Fort Bend County, Texas.

The above said 0.0041 acre Parcel (PART 1), 0.110 acre parcel (PART 2), and 0.4265 acre parcel (PART 3) being more particularly described as follows:

EXHIBIT A

PART 1 (0.0041 acres, 178 square feet)

COMMENCING at a 1 inch iron pipe found on the west right-of-way line of FM 359 (98.85 feet wide at this point) marking the northeast corner of said 0.4565 acre Reserve "C", same being the northeast corner of said River's Edge Commercial Reserve North subdivision, and the northeast corner of said original 177.442 acre tract, and being common with the southeast corner of the north adjoining 2.3665 acre tract conveyed to I. Michael, Danzinger, ET UX, by deed dated December 12, 1980 as recorded under Volume 934, Page 165 of the Deed Records of Fort Bend County, Texas;

THENCE, South 2° 55' 07" East a distance of 638.00 feet along the existing west right-of-way line of FM 359 same being the east line of said 0.4565 acre Reserve "C" to a 5/8 inch iron rod with cap found marking the beginning of a 25.00 foot radius curve to the right at the intersection of the existing north right-of-way line of River Trace Drive (100 feet wide), according to the plat of River's Edge Section One, as recorded under County Clerk's File No. 20040101 of the Plat Records of Fort Bend County, Texas, and the west right-of-way line of FM 359 (110.61 feet wide at this point) for the northeast corner and the POINT OF BEGINNING of the herein described parcel having surface coordinates X= 3,003,827.72, and Y= 13,782,456.10;

- 1) THENCE, along said curve to the right having a radius of 25.00 feet, a central angle of 90° 00' 25", a chord bearing of South 42° 04' 37" West, a chord distance of 35.36 feet, and a curve distance of 39.27 feet, to a 5/8 inch iron rod with TxDOT aluminum cap set at the end of said curve being on the north right-of-way line of River Trace Drive for the proposed southwest cut corner at the intersection of the existing north right-of-way line of River Trace Drive with the existing west right-of-way line of FM 359 for the southwest corner of the herein described parcel;**
- 2) THENCE, North 42° 04' 37" East a distance of 35.36 feet along the proposed cut corner to the POINT OF BEGINNING of the herein described parcel PART 1 containing 0.0041 acre (178 square feet).

EXHIBIT A

PART 2 (0.110 acres, 480 square feet)

COMMENCING at a TxDOT concrete monument found on the west right-of-way line of FM 359 (110.57 feet wide at this point), also being common with the east line of said 9.537 acre residue tract;

THENCE, North 2° 55' 07" West a distance of 69.59 feet to a 5/8 inch iron rod with TxDOT aluminum cap set at the proposed southeast cut corner at the intersection of the existing south right-of-way line of River Trace Drive (100' wide), with the existing west right-of-way line of FM 359 (110 feet wide at this point) for the POINT OF BEGINNING and the southeast corner of the herein described parcel, also having surface coordinates X= 3,003,835.85, and Y= 13,782,296.50; thence as follows; **

- 3) THENCE, North 48° 17' 11" West a distance of 49.55 feet along the proposed cut corner at the intersection of the existing south right-of-way line of River Trace Drive with the existing west right-of-way line of FM 359 to a 5/8 inch iron rod with TxDOT aluminum cap set on the south right-of-way line of River Trace Drive for the northwest corner of the herein described parcel;**
- 4) THENCE, North 87° 04' 53" East a distance of 10.26 feet along the south right-of-way line of River Trace Drive being common with the north line of said 9.537 acre tract to a point marking the beginning of a 25.00 foot radius curve to the right and being at the intersection of the existing south right-of-way line of River Trace Drive and the existing west right-of-way line of FM 359 according to said plat of River's Edge Section One, same being the northeast corner of said 9.537 acre tract;
- 5) THENCE, along said curve to the right, having a radius of 25.00, a central angle of 90° 00' 00", a chord bearing of South 47° 55' 07" East, a chord distance of 35.36 feet, and a curve distance of 39.27 feet to a tangent point of the curve also being on the existing west right-of-way line of FM 359, common with the east line of said 9.537 acre tract and the east line of the herein described parcel;
- 6) THENCE, South 02° 55' 07" East a distance of 9.81 feet along the existing west right-of-way line of FM 359, being common with the east line of said 9.537 acre tract to the POINT OF BEGINNING of the herein described parcel containing 0.0110 acres (480 square feet).

EXHIBIT A

PART 3 (0.4265 acres, 18,579 square feet)

COMMENCING at a 5/8 inch iron rod with cap found at the most southerly southeast corner of River's Edge Section One, subdivision according to the plat recorded under County Clerk's File No. 20040101 of the Plat Records of Fort Bend County, Texas, also being the southeast corner of lot 36 block 5 of said subdivision plat, and common with the southwest corner of the said remaining 9.537 acre residue tract, and being on the north right-of-way line of Blaisdale Road (no record information found);

THENCE, North 85° 32' 08" East a distance of 555.83 feet along the south line of said remaining residue acreage tract, also being the common north line of Blaisdale Road, to a 5/8 inch iron rod with TxDOT aluminum cap set at the southwest cut corner at the intersection of the proposed west right-of-way line of FM 359 (160.73 feet wide) and said north right-of-way line of Blaisdale Road, marking the POINT OF BEGINNING and the southwest corner of the herein described parcel, also having surface coordinates X= 3,003,838.46, and Y= 13,781,361.72; **

- 1) THENCE, North 41° 18' 26" East a distance of 21.50 feet to a 5/8 inch iron rod with TxDOT aluminum cap set at the northeast cut corner at the intersection of the proposed west right-of-way of FM 359 and the north right-of-way line of Blaisdale Road; **
- 2) THENCE, North 2° 55' 07" West a distance of 555.15 feet along the proposed west right-of-way line of FM 359 to an angle point in the proposed west right-of-way line of FM 359 for the northwest corner of the herein described parcel; **
- 3) THENCE, North 13° 46' 59" East a distance of 104.39 feet along the proposed west right-of-way line of FM 359 to a 5/8 inch iron rod with TxDOT aluminum cap set at the intersection with the existing west right-of-way line of FM 359 for the northeast corner of the herein described parcel; **
- 4) THENCE, South 2° 55' 07" East a distance of 644.98 feet along the east line of the herein described parcel, also being the existing west right-of-way of FM 359 to a point in the existing west right-of-way line of FM 359 marking the beginning of a curve to the right of the herein described parcel;
- 5) THENCE, along said curve to the right, having a radius of 25.00, a central angle of 88° 26' 50", a chord bearing of South 41° 17' 50" West, a chord distance of 34.87 feet, and a curve distance of 38.59 feet to a point at the end of the curve also being on the said north line of Blaisdale Road common with the south line of said residue tract;

EXHIBIT A

- 6) THENCE, South 85° 32' 07" West a distance of 20.68 feet along the south line of said residue acreage tract also being the north line of Blaisdale Road and the south line of the herein described parcel to the POINT OF BEGINNING and the southwest corner of the herein described parcel, PART 3, containing 0.4265 acres (18,579 square feet).

All bearings and coordinates are based on the Texas State Plane Coordinate System, South Central Zone NAD 83 (1993 Adjustment). All distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013.

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

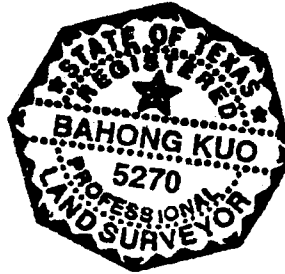
The field survey was completed in June 2007

Access will not be prohibited to the remainder 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.

Bahong Kuo 11-6-07

Bahong Kuo
Registered Professional Land Surveyor
Texas Reg. No. 5270
Kuo & Associates, Inc.



● RESIDUE OF 177.442 AC
CCF# 2003023105 OPRFBC
HOUSTON RIVER'S EDGE VENTURE, L.P.
2-19-2003

● 0.4565 AC
RESERVE "C"
RESTRICTED TO
RIGHT OF WAY AND
UTILITY PURPOSES ONLY

2.3665 AC
VOL. 934, PG 165
DRFBC
I. MICHAEL DANZINGER,
ET UX
12-12-80

RIVER'S EDGE
COMMERCIAL RESERVE NORTH
CCF# 20060120 FBCPR
6-6-2006

* 9.537 AC RESIDUE OF
CALLED 177.442 AC
CCF# 2003023105 OPRFBC
HOUSTON RIVER'S EDGE VENTURE, LP
2-19-2003

2.8185 AC
RIVER'S EDGE
SECTION TWELVE
CCF# 2007012741
2-12-2007

RIVER'S EDGE
SECTION ONE
CCF# 20040101 FBCPR
5-25-2004

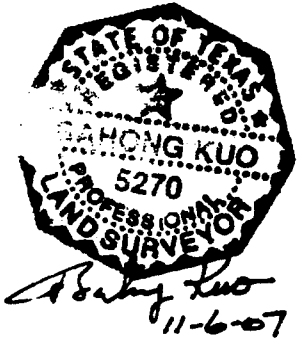
* 9.537 AC CALCULATED
■ REMAINDER OF 9.537 AC
RESIDUE TRACT

| PARCEL | EXISTING AC | TAKING AC/SF | REMAINING AC |
|-------------------------|-------------|----------------|--------------|
| 10 PART 1 | 0.4565 | 0.0041/ 178 | 0.4524 |
| 10 PART 2 | | 0.0110/ 480 | |
| 10 PART 3 | 9.537 | 0.4265/ 18,579 | 9.100 ■ |
| TOTAL PARTS 1, 2 & 3 | 9.994 | 0.4416/ 19,237 | 9.552 |

LEGEND

- CENTER LINE
- ===== EXISTING ROW LINE
- ===== PROPOSED ROW LINE
- P— PROPERTY LINE
- SURVEY LINE
- ===== MATCH LINE
- EASEMENT/BUILDING LINE
- FOUND TXDOT ROW MARKER
- SET TXDOT ROW MARKER
- FOUND (AS DESCRIBED)
- SET (AS DESCRIBED)
- ① PARCEL NUMBER

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- FND I.R. FOUND IRON ROD
- FND I.P. FOUND IRON PIPE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.L.E. WATER LINE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- B.L. BUILDING LINE
- L.S.E. LANDSCAPE EASEMENT
- S/O STATION AND OFFSET
- DRFBC DEED RECORDS FORT BEND COUNTY
- PRFBC PLAT RECORDS FORT BEND COUNTY
- OPRFBC OFFICIAL PUBLIC RECORDS FORT BEND COUNTY
- CCF# COUNTY CLERK'S FILE NO.
- FBC FORT BEND COUNTY



NOTES :

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE NORTH AMERICAN DATUM OF 1983 (NAD 83), 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. A PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
3. ABSTRACTING, FIELD SURVEY & MAP WERE PREPARED IN JUNE, 2007.
4. ** THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE II ROW MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
5. ACCESS WILL NOT BE PROHIBITED TO THE REMAINDER PROPERTY ABUTTING THE HIGHWAY FACILITY.

Kuo & Associates, Inc.
Consulting Engineers & Surveyors

10700 Richmond Ave., Suite 113, Houston, Texas 77042
Ph: (713) 975-8769 Fax: (713) 975-0920

PARCEL PLAT
SHOWING
PARCEL 10
ROW CSJ: 0543-02-056
FM 359 FORT BEND COUNTY
SCALE: NTS JUNE, 2007
SHEET 6 OF 10

WILLIAM MORTON LEAGUE A-62

S/O=760+76.26
61.88' LT

P.O.C. PARCEL 10, PART
FND 1" I.P.
S/O=759+36.42
48.71' RT

S/D=760+76.32, 51.86' LT

S 2°56'05" E-4920.22'

760+00

EXIST. 25' SSE & WLE
CCF# 2006016605

S 2°55'07" E-1737.25'

EXIST. R.O.W.

638.00'

0.4565 AC RESERVE "C"
RESTRICTED TO RIGHT OF WAY
AND UTILITY PURPOSES ONLY

RICHMOND CITY LIMITS

N 2°55'07" W-637.74'

20'

5'

35' B.L.

SURVEY LINE
(APPROX. LOCATION)

REST. COMM. RES. "B"
1.7050 AC
CCF# 2006098893
BALAVIHAR, LLC
8-11-2006

RANDALL JONES LEAGUE A-42
RIVER'S EDGE
COMMERCIAL RESERVE NORTH
CCF# 20060150 FBCPR
6-6-2006

S 86°33'35" W-452.18'
N 86°33'35" E-4036.17'

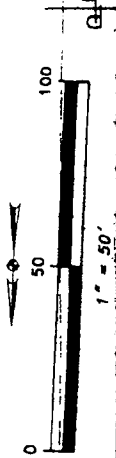
RICHMOND CITY LIMITS

RESIDUE OF 177.442 AC
CCF# 2003023105 OPRFBC
HOUSTON RIVER'S EDGE VENTURE, L.P.
2-19-2003

REST. COMM. RES. "A"
1.9866 AC
CCF# 2006051031
PCD-WATERSIDE, LTD
5-03-2006

10' B.L.
N 87°04'45" E-270.00'

MATCHLINE STA. 764+00.00



MATCHLINE STA. 764+00.00

WILLIAM MORTON LEAGUE A-48
LOT 24

C3 D= 90°00'25"
R= 25.00
L= 39.27
CH= S 42°04'37" W-35.36'

C4 D= 90°00'00"
R= 25.00
L= 39.27
CH= S 47°58'07" W-58.36'

SHADOW GROVE ESTATES
BLDGE NO. 2015 A PART C
C-50-2000

S 2°54'55" E-927.96'

110.60'

STATE OF TEXAS-1.12 AC
VDL 133, PG. 142, DRFB/C
06-11-62

765+00

S 2°55'07" E-1737.25'

FND 5/8" I.R.
W/CAP

SURVEY CONTROL
POINT NO. H-28A

SOUTH SHADOW GROVE LANE
(90' R.O.W.)

(90' R.O.W.)

RANDALL JONES LEAGUE A-48

RESTR.
RES. "D"
0.4958 AC
L.S. / OPEN
SPACE

S/O=765+01.14, 70.28' RT

10 PART 1

P.O.B. PARCEL 10, PART 1
S/O=765+74.35, 48.89' RT
X=3,003.827, 72
Y=13,782.456, 10

RIVER TRACE DR
(100' R.O.W.)

S 87°04'53" W-75.00'

50'

50'

10 PART 2

N 2°55'07" W
69.59'

P.O.B. PARCEL 10, PART 2
S/O=765+74.35, 48.89' RT
X=3,003.827, 72
Y=13,782.456, 10

PROP. C FM 359

| BEARING & DISTANCE | |
|--------------------|----------------------|
| L1= | S 49°04'37" E-58.36' |
| L2= | N 49°17'11" W-49.88' |
| L3= | N 87°04'53" E-10.28' |
| L4= | S 7°28'07" E-4.81' |

P.O.B. PARCEL 10, PART 2
S/O=765+09.41, 84.18' RT

SURVEY LINE

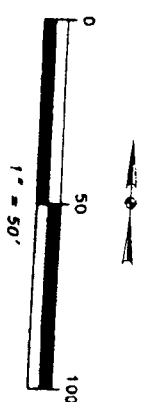
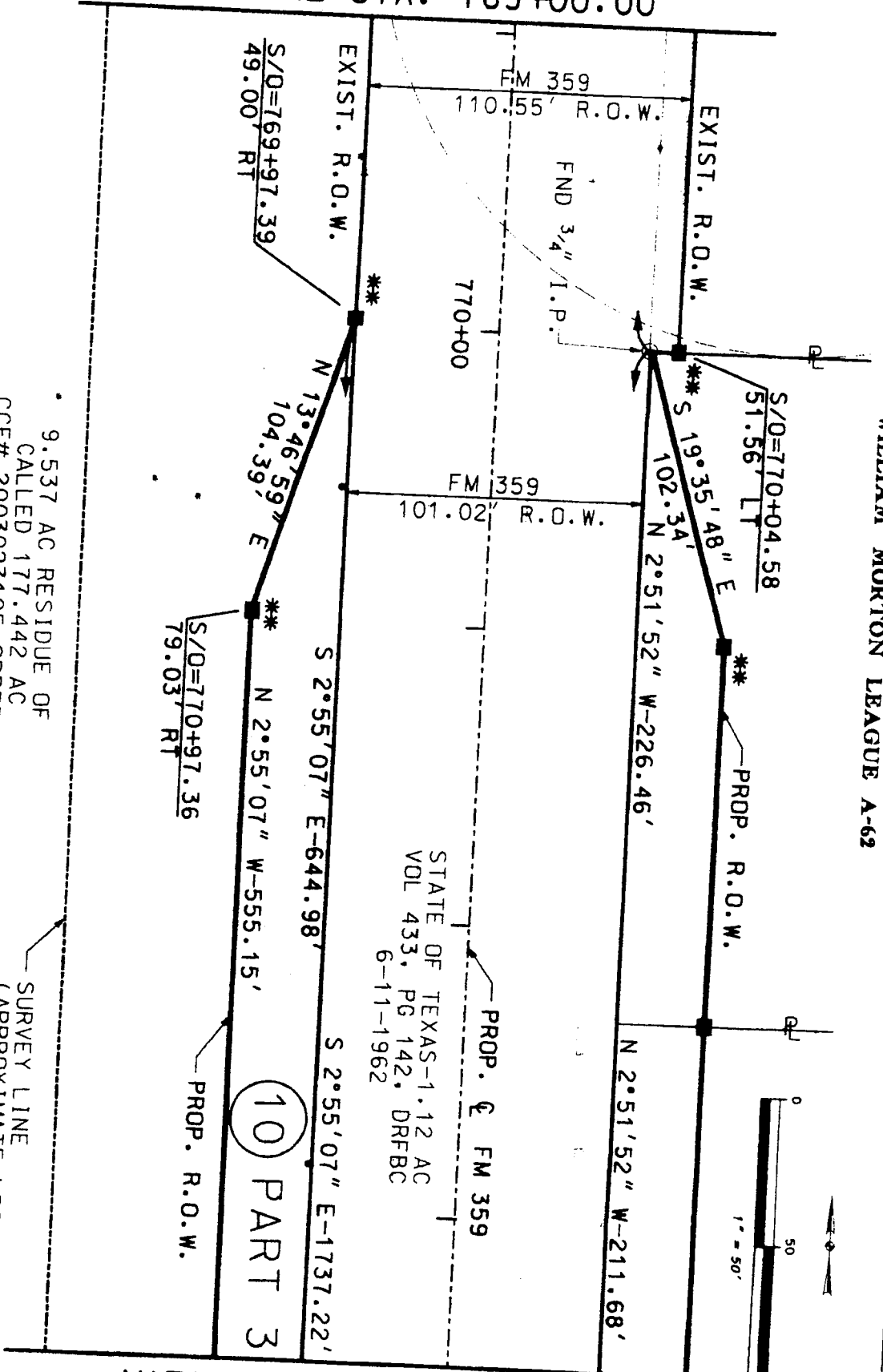
MATCHLINE STA. 769+00.00

PARCEL 10 SHEET 8 OF 12

WILLIAM MORTON LEAGUE A-62

MATCHLINE STA. 769+00.00

MATCHLINE STA. 773+50.00



STATE OF TEXAS-1.12 AC
VOL 433, PG 142, DRFBBC
6-11-1962

9.537 AC RESIDUE OF
CALLED 177.442 AC
CCF# 2003023105 OPRFBC
HOUSTON RIVER'S EDGE VENTURE, LP
2-20-2003

SURVEY LINE
(APPROXIMATE LOCATION)

RANDALL JONES LEAGUE A-42

10 PART 3

MATCHLINE STA. 773+50.00

16.1' WILLIAM MORTON LEAGUE A-62

PROP. R.O.W.

N 2°51'52" W-865.46' EXIST. R.O.W.

S 2°56'05" E-4920.22'

FM 359
100.72' R.O.W.

775+00

SURVEY CONTROL
POINT NO. N0800099

PROP. 3/4" I.P.
FM 359

EXIST. R.O.W.
N 2°55'07" W-555.15'
10 PART 3 S 2°55'07" E-31.30'

PROP. R.O.W.

S/O=776+52.51
79.18 RT

N 41°18'26" E-21.50'

SURVEY LINE
(APPROXIMATE
LOCATION)

P.O.B.
PARCEL 10, PART 3
S/O=776+67.91
94.18 RT

X=3,003,838.46
Y=13,781,361.72

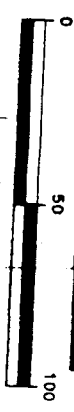
N 85°32'08" E-555.83'
S 86°01'53" W-1250.25'

C1
D= 88°26'50"
L= 38.59'
R= 25.00'
CH= S 41°17'50" W-34.87'

0.0672 AC
CCF# 2003087707 DPRFBC
FORT BEND COUNTY, TEXAS
6-30-2003

NO RECORD INFORMATION FOUND
RANDALL JONES LEAGUE A-42

P.D.C.
PARCEL 10 PART 3
FND 5/8" I.R. W/CAP



24.5'

STATE OF TEXAS-0.894 AC
VOL 433, PG 141, DRFBC
5-29-1962

EXIST. R.O.W.

PROP. R.O.W.

SET PK NAIL W/SHINER
S 85°32'07" W
20.68'

BLAISDALE RD. (RANDALL RD
(WIDTH VARIES)

S 86°01'53" W-804.89'
N 84°25'24" E-457.20'
SURVEY LINE
(DEED LINE)
(APPROX. LOCATION)

PARCEL 10 SHEET 10 OF 10

| 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: 09301064 | 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: Houston River's Edge Venture, L.P. a Texas limited partnership | | | | |
| ADDRESS: | | | | |
| SELLER TIN: | | | | |
| F. NAME OF LENDER: | | | | |
| ADDRESS: | | | | |
| G. PROPERTY LOCATION: 0.4416 ac (3 parcels) William Morton League AB62 Fort Bend County, Texas FM 359 Parcel 10, Parts 1, 2&3 | | | | |
| 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: 10/02/09 Proration date: 10/02/09 | | |
| 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 | 143,865.00 | 401. Contract sales price | 143,865.00 | |
| 102. Personal property | | 402. Personal property | | |
| 103. Settlement charges to borrower(line 1400) | 1,346.95 | 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: | 145,211.95 | 420. GROSS AMOUNT DUE TO SELLER: | 143,865.00 | |
| 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) | 145,211.95 | 601. Gross amount due to seller(line 420) | 143,865.00 | |
| 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: | 145,211.95 | 603. CASH [X TO] [] FROM] SELLER: | 143,865.00 | |

| File 09301064 | | 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 | | | |
| 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 | | 1,077.00 |
| (includes above items No.: | | | | | |
| 1109. Lender's coverage | | \$ | | | |
| 1110. Owner's coverage | 143,865.00 | \$ | 1,077.00 | | |
| 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 \$ 60.00 | Mrtg \$ | Rel. \$ 120.00 | | 180.00 |
| 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) | | | | | 1,346.95 |

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.

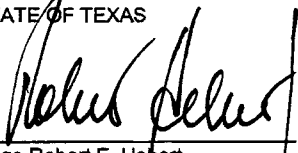
SELLER(S):

HOUSTON RIVER'S EDGE VENTURE, L.P.
a Texas limited partnership

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. 09301064;

Brief Description of Property: FM 359, PARCEL 10, Part 1, 2&3

Being a total of 0.4416 acres (19,237 square feet) consisting of three parcels of land being PART 1, PART 2, and PART 3, situated in the William Morton League, Abstract 62, Fort Bend County, Texas, and said PART 1, PART 2, and PART 3 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.

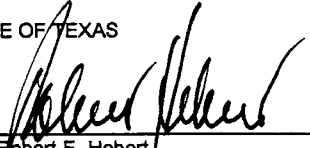
IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

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#09301064

Brief Description of Property: FM 359, PARCEL 10, Part 1, 2&3

Being a total of 0.4416 acres (19,237 square feet) consisting of three parcels of land being PART 1, PART 2, and PART 3, situated in the William Morton League, Abstract 62, Fort Bend County, Texas, and said PART 1, PART 2, and PART 3 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.

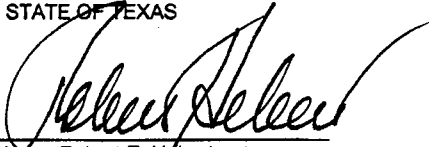
SELLER(S):

HOUSTON RIVERS EDGE VENTURE, L.P.
a Texas limited partnership

By: _____
Name: _____
Title: _____

PURCHASER (S):

THE STATE OF TEXAS

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

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. 09301064

Taxpayer I. D. No. _____

SELLER'S NAME and MAILING ADDRESS

HOUSTON RIVER'S EDGE VENTURE, L.P.

TRANSACTION INFORMATION

Closing Date: _____, _____, 2009

Brief Description of Property: FM 359, PARCEL 10, Part 1, 2&3

Being a total of 0.4416 acres (19,237 square feet) consisting of three parcels of land being PART 1, PART 2, and PART 3, situated in the William Morton League, Abstract 62, Fort Bend County, Texas, and said PART 1, PART 2, and PART 3 being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Contract Sales Price: \$143,865.00

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.

HOUSTON RIVER'S EDGE VENTURE, L.P.
a Texas limited partnership

By: _____
Name: _____
Title: _____

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 09301064

Brief Description of Property: FM 359, PARCEL 10, Part 1, 2&3

Being a total of 0.4416 acres (19,237 square feet) consisting of three parcels of land being PART 1, PART 2, and PART 3, situated in the William Morton League, Abstract 62, Fort Bend County, Texas, and said PART 1, PART 2, and PART 3 being more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared
HOUSTON RIVER'S EDGE VENTURE, L.P.
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):

HOUSTON RIVER'S EDGE VENTURE, L.P.
a Texas limited partnership

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. 09301064 – FM 359, Parcel 10, Parts 1, 2&3

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 of River's Edge Commercial Reserves North, recorded under plat No. 20060150 of the Plat Records of Fort Bend County, Texas and those recorded under Clerk's File No. 2003023105, as corrected by 2003143955 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 total of 0.4416 acres (19,237 square feet) consisting of three parcels of land being PART 1, PART 2, and PART 3, situated in the William Morton League, Abstract 62, Fort Bend County, Texas, and said PART 1, PART 2, and PART 3 being more particularly described by metes and bounds on Exhibit "A" attached hereto.

SELLER(S):

HOUSTON RIVER'S EDGE VENTURE, L.P.
a Texas limited partnership

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 _____

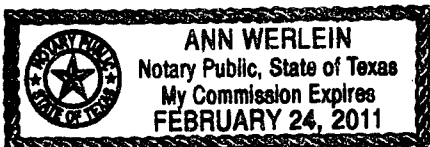
This instrument was acknowledged before me on _____, 2009, by _____ of Houston River's Edge, L.P., its _____.

Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF Fort Bend

This instrument was acknowledged before me on September 21, 2009 by Judge Robert E. Hebert, Fort Bend County Judge.

Ann Werlein
Notary Public in and for the State of Texas



NOTICE TO PURCHASERS OF REAL PROPERTY

The real property, described below, which you are about to purchase is located in the

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 140

The district has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is \$1.25 on each \$100 of assessed valuation. The total amount of bonds which has been approved by the voters and which have been or may, at this date, be issued is \$35,500,000.00 and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$2,250,000.00.

The District has the authority to adopt and impose a standby fee on property in the District that has water, sewer, sanitary, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$0.00. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The purpose of this District is to provide water, sewer, drainage, and flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District. The legal description of the property you are acquiring is as follows:

Being a total of 0.4416 acres (19,237 square feet) consisting of three parcels of land being PART 1, PART 2, and PART 3, situated in the William Morton League, Abstract 62, Fort Bend County, Texas, and said PART 1, PART 2, and PART 3 being more particularly described by metes and bounds on Exhibit "A" attached hereto.

SELLER(S):

HOUSTON RIVER'S EDGE VENTURE, L.P.
a Texas limited partnership

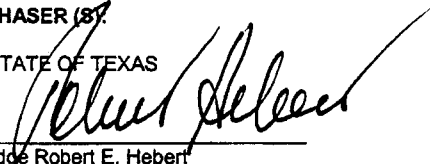
By: _____
Name: _____
Title: _____

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing or purchase of the real property.

PURCHASER (S):

THE STATE OF TEXAS

By: 
Judge Robert E. Hebert
Fort Bend County Judge

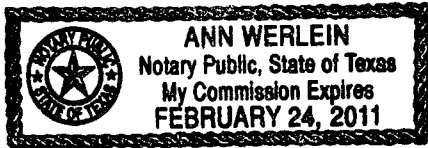
STATE OF TEXAS
COUNTY OF _____


This instrument is acknowledged before me on _____, _____, 2009 by _____
of Houston River's Edge Venture, L.P. its _____.

Notary Public in and for the
State of Texas

STATE OF TEXAS
COUNTY OF Ft. Bend

This instrument is acknowledged before me on September , 21 , 2009 by Judge Robert
E. Hebert, Fort Bend County Judge.




Notary Public in and for the
State of Texas