



Property Acquisition Services, Inc.

October 29, 2009

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

10-20-09
AGENDA ITEM
39 B1

Re: FM 1464 Ph. II – 90/10 Project
Parcel 8 Pt 1&2 - Galveston County Water Authority

Dear Ms. Batts:

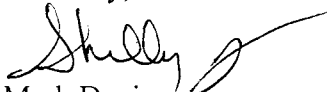
Please find enclosed the following referenced documents for signature and your review:

- 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

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.

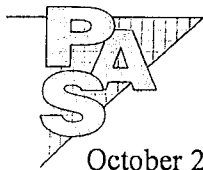
Sincerely,


Mark Davis
Project Manager

Enclosures

*Approved as to FBC
form only by
Atty office
10/30/09
WHL*

11-6-09 COPY RECEIVED



Property Acquisition Services, Inc.

October 29, 2009

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

Re: FM 1464 Ph. II – 90/10 Project
Parcel 8 Pt 1&2 - Galveston County Water Authority

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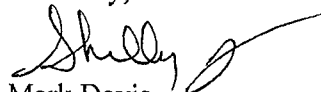
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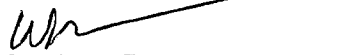
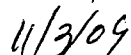
Sincerely,


Mark Davis
Project Manager

Enclosures

*Approved on 10/30/09 by FBC
form only by FBC
PAB office
11/3/09*

**Right of Way
Invoice Transmittal**

Date	October 29, 2009		
Requested By	Mark Davis, Property Acquisition Services		
Project Number	764		
Road Name	FM 1464 Phase II	Parcel # 8 Pt 1&2	
Type of Expense	<input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> Condemnation <input type="checkbox"/> Litigation Expense <input type="checkbox"/> Pipeline		
Reimbursable Expense	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Agency TxDOT
Payee Vendor #	13289	W-9 Required prior to closing for payment***	
Payee	Stewart Title Company		
Payee's Address	1980 Post Oak Blvd., Suite 110		
Tax ID #	Houston, TX 77056		
Amount of Check	\$4,951.95		
Date Check is Needed By	November 16, 2009	Closing Date November 18, 2009	
Return Check To	Paulette @ Engineering		
Description	Parcel 8 Pt 1&2 - Galveston County Water Authority - 0.9073 acres out of Jesse H. Cartwright League A-16, Ft Bend County, Texas		
Comments			
Accounting Unit	100685888	Account 64600	
Activity	P685-06ROWPURCH	Account Category 32000	
Purchase Order Number			
Requires CCT Approval?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Commissioner's Court Approval Date	October 20, 2009		
Reviewed by Requestor	<u>Name</u> Mark Davis	<u>Date</u> October 29, 2009	
Reviewed by Co. Attorney			
Reviewed by Engineering	Paulette Batts	29-Oct-09	
Reviewed by Co. Auditor			

***W-9 required to setup vendor for payment, copy of W-9 sufficient prior to closing with original submitted with closing documents

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested: October 29, 2009

Check Needed By: November 16, 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

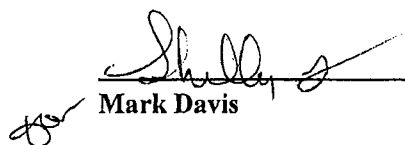
Amount of Check: **\$4,951.95**

Description: acres out of Jesse H. Cartwright League A-16, 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 008 parts 1&2

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, **GALVESTON COUNTY WATER AUTHORITY** 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 **FOUR THOUSAND FOUR HUNDRED THIRTY THREE AND NO/100 Dollars (\$4,433.00)** 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: NA.

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.

Galveston County Water Authority

By

Printed Name

Title

Corporate Acknowledgment

State of Texas

County of _____

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

_____, the _____ of Galveston County Water

Authority, on behalf of said water authority.

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 8 (Parts 1 and 2)

Being a 0.9073 acre (39,521 square feet) parcel of land, out of the J.H. Cartwright Survey, A-16, Fort Bend County, Texas and located in Oyster Creek described in a Deed dated 07-20-1988 from Brazos River Authority to Galveston County Water Authority, filed in the Fort Bend County Deed Records (F.B.C.D.R.) in Volume 2059, Page 2245 Fort Bend County, Texas, being more particularly described as follows:

Part 1

COMMENCING at a set 5/8 inch iron rod with cap stamped "Weisser Eng., Houston, TX" located at an angle point in a north line of said Oyster Creek, also being a south line Orchard Lakes Estates, Section Two as recorded in Clerk's File No. 20040140 of the Fort Bend County Plat Records (F.B.C.P.R.); thence as follows:

South 76°55'32" West, a distance of 711.15 feet, along a north line of said Oyster Creek and a south line of said Orchard Lakes Estates, Section Two, to a set 5/8 inch iron rod with TxDOT Aluminum cap located in the proposed east 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 00°11'47" East, a distance of 314.15 feet, along the proposed east right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for the southeast corner of herein described parcel, being located in the south line of said Oyster Creek and in a north line of that certain 15.1242 acre tract of land, described in a Deed dated 11-07-1984 from Robert Schumann to Timothy L. Schumann, filed in the F.B.C.D.R. in Volume 1563, Page 406 Fort Bend County, Texas; **
- 2) THENCE, South 74°25'59" West, a distance of 100.73 feet, along a south line of said Oyster Creek and a north line of said 15.1242 acre tract, to the southwest corner of herein described parcel, being located in the existing east right-of-way line of F.M. 1464 (width varies) as described in Volume 275, Page 242 and Volume 275, Page 269 and Volume 275, Page 244 filed in the F.B.C.D.R.;

EXHIBIT A

- 3) THENCE, North 00°04'06" East, a distance of 318.99 feet, along the existing east right-of-way line of said F.M. 1464, to the northwest corner of herein described parcel;
- 4) THENCE, North 76°55'30" East, a distance of 98.12 feet, along the existing south right-of-way line of said F.M. 1464, along the north line of said Oyster Creek and along the south line of said Orchard Lakes Estates, Section Two, to the POINT OF BEGINNING and containing 0.7001 acre (30,495 square feet) parcel of land for Part 1.

NOTE: The Point of Beginning of this description Part 1 has coordinates of
X=3,022,501.97 and Y=13,789,567.03

Part 2

COMMENCING at a set 5/8 inch iron rod with cap stamped "Weisser Eng., Houston, TX" located at an angle point in a north line of said Oyster Creek; also being a south line of a Residue of a 205.28 acre tract of land, described in a Special Warranty Deed dated 11-09-2005 from Golf Unlimited LP to O.O. Development, Ltd., filed in the O.P.R.F.B.C. at Clerk's File No. 2005138241; thence as follows:

North 80°11'41" East, a distance of 691.41 feet, along a north line of said Oyster Creek and a south line of said Residue of 205.28 acre tract, to a set 5/8 inch iron rod with TxDOT Aluminum cap located in the proposed west right-of-way line of F.M. 1464 (width varies), marking the northwest corner and POINT OF BEGINNING of the herein described parcel; **

- 1) THENCE, North 33°50'37" East, at a distance of 61.26 feet, passing a set 5/8 inch iron rod with TxDOT Aluminum cap located in the existing west right-of-way line of F.M. 1464 (width varies) as described in Volume 275, Page 242, Volume 275, Page 269, Volume 275, Page 244 filed in the F.B.C.D.R. and filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 2006157509, and continuing a total distance of 97.58 feet, along a north line of said Oyster Creek and the existing southeast right-of-way line of said F.M. 1464, to the northeast corner of herein described parcel; **
- 2) THENCE, South 00°01'14" West, a distance of 203.78 feet, along the existing west right-of-way line of said F.M. 1464, to the southeast corner of herein described parcel, being the northeast corner of that certain 293.984 acre Residue of 5,656.65 acre tract of land, described in a Deed dated 01-31-1935 from The State of Texas to Harlem Sate Farm, filed in the F.B.C.D.R. in Volume 152, Page 423, Fort Bend County, Texas;

Revised April, 2009

August, 2006

Parcel 8

Page 3 of 6 Pages

EXHIBIT A

- 3) THENCE, South $82^{\circ}25'31''$ West, a distance of 54.22 feet, along the south line of said Oyster Creek and the north line of said Residue of 5,656.65 acre tract, to a set 5/8 inch iron rod with TxDOT Aluminum cap for the southwest corner of herein described parcel;
- 4) THENCE, North $00^{\circ}13'52''$ West, a distance of 129.88 feet, along the proposed west right-of-way line of said F.M. 1464 and the west line of herein described parcel, to the POINT OF BEGINNING and containing 0.2072 acre (9,026 square feet) parcel of land for Part 2 and a total of 0.9073 acre (39,521 square feet) of land.

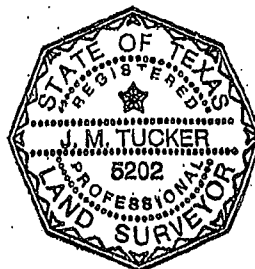
NOTE: The POINT OF BEGINNING of this description Part 2 has coordinates of $X=3,022,272.38$ and $Y=13,789,508.68$; All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, NAD 83 (1993 Adj.). All distances and coordinates shown are surface and may be converted to grid 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 property abutting the highway facility.

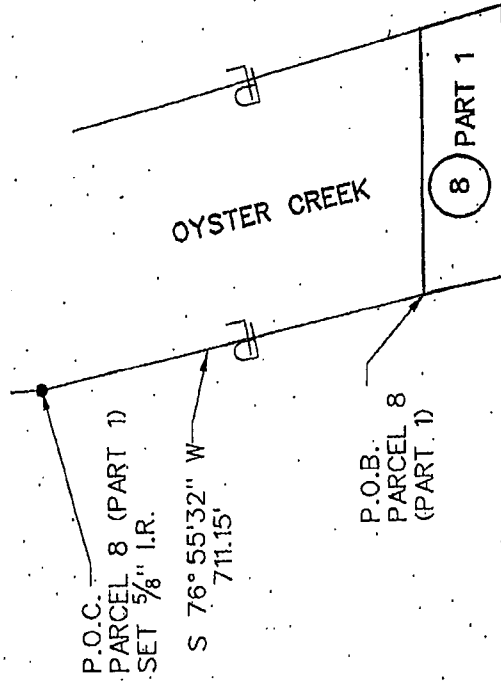
** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

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

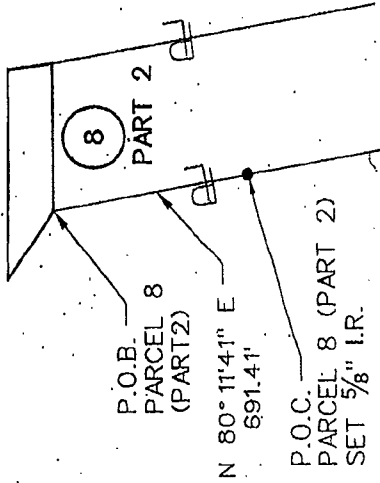


J. M. Tucker
4/23/2009

J.H. CARTWRIGHT SURVEY A-16



F.M. 1464



S/O=STATION OFFSET

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

SCALE IN FEET
 0 100 200
 1 INCH = 200 FEET

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. 04/2009 - REVISED PARCEL 8 (PART 2), REDUCED ACREAGE

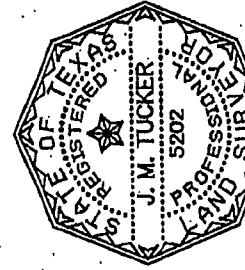
EXISTING	TAKING AC/SF	REMAINDER ACRES
	PART 1	LEFT
	9.7001 AC.	
	30.495 SF	
	PART 2	RIGHT
	0.2072 AC.	
	9.026 SF	

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

F.M. 1464

PARCEL PLAT SHOWING PARCEL 8 (PARTS 1 & 2)
 FORT BEND COUNTY, TEXAS

DATE: 08/2006 SCALES: 1" = 400' JOB No.: EE086
 R.O.W. CSJ: 1415-02-041 DWS. No.: P-8-1-DGN



SHEET 4 OF 6

JH CARTWRIGHT SURVEY A-16

P.O.C. GALVESTON COUNTY
PARCEL 8
(PART 1)
WATER AUTHORITY
VOL. 2059 PG. 2245
F.B.C.D.R.
JULY 20, 1988

P.O.B. JULY 20, 1988
PARCEL 8
(PART 1)
X-3,022,501.97
Y-13,789,567.03

ORCHARD LAKE
ESTATES, SEC. TWO
F.N. NO. 20040140, F.B.C.P.R.

15.1242 AC.
TIMOTHY L.
SCHUMANN
VOL. 1563,
PG. 406
F.B.C.D.R.
NOV. 7, 1984

TIN
SHED

SANITARY SEWER ESMT.
F.N. 200103547
O.P.R.F.B.C.

S 00° 11' 47" E-314.15'
25' WATERLINE ESMT.
F.N. 200103548
O.P.R.F.B.C.

25' WATERLINE ESMT.
F.N. 200120315
O.P.R.F.B.C.

8

PART 1

EXISTING
R.O.W.

S/O 434+60.75.
55.44' LT.

S/O 434+47.19.
116.07' LT.

PROPOSED R.O.W.

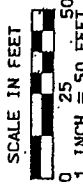
S 00° 27' 50" E-3,904.51'
435+00

EXISTING R.O.W. F.M. 1464

BASELINE
(WIDTH VARIES)
VOL. 275, PG. 242
VOL. 275, PG. 269
VOL. 275, PG. 244
F.B.C.D.R.
F.N. 2006157509, O.P.R.F.B.C.
F.N. 20080085, F.B.C.P.R.

S/O 437+72.03, 75.00' LT.

S/O 437+61.34, 114.60' LT.



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

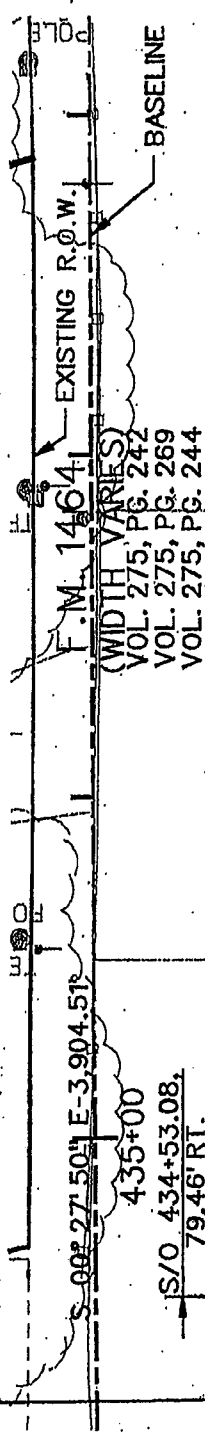
F.M. 1464

PARCEL PLAT SHOWING PARCEL 8, (PART 1)
FORT BEND COUNTY, TEXAS

DATE: 08/20/08 SCALE: 1" = 50' SEE NO. RECORDS
R.O.W. CSJ: 1415-02-041 DWS. No.: F-08-2-DEN

S/O 434+23.08,
58.99' RT.

J.H. CARTWRIGHT SURVEY A-16



SCALE IN FEET
0 25 50
1" = 50 FEET

F.M. 1464
(WIDTH VARIES)
VOL. 275, PG. 242
VOL. 275, PG. 269
VOL. 275, PG. 244
F.B.C.D.R.
F.N. 2006157509, O.P.R.F.B.C.
F.N. 20080085, F.B.C.P.R.



2.005-AC. (PART 2)
DRILL SITE
F.N. 2006029872
O.P.R.F.B.C.
MARCH 13, 2006
P.O.B.
PARCEL 8 (PART 2)
X-3,022,272.38
Y-13,789,508.68
RESIDUE OF 205.28 AC.
O.O. DEVELOPMENT
F.N. 2005138241
O.P.R.F.B.C.
NOV. 9, 2005

PROPOSED R.O.W.
S 00° 01' 14" N-203.98'
S 82° 25' 31" W-54.22'
N 00° 13' 52" W-129.88'
F.B.C.D.R.
JULY 20, 1988

GALVESTON COUNTY
WATER AUTHORITY
VOL. 2059 PG. 2245
F.B.C.D.R.
JULY 20, 1988

RESIDUE OF 5,656.65 AC.
(293,984 AC. CALC.)
HARLEM STATE FARM
VOL. 152, PG. 423
F.B.C.D.R.
JAN. 31, 1935

25' BUILDING LINE
(SEE NOTE 2)

OYSTER CREEK

P.O.C.
PARCEL 8
(PART 2)
SET 5/8" I.R. W/CAP

WEISSER
Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77064
(281) 579-7300

F.M. 1464
PARCEL PLAT SHOWING PARCEL 8, (PART 2)
FORT BEND COUNTY, TEXAS

DATE: 08/20/06
SCALE: 1" = 50.00 FEET
R.O.W. C.S.U.: 1415-02-041
DWG. No.: P-08-5-DEN

Settlement Charges		
	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission		
Division of commission (line 700) as follows:		
701.		
702.		
703. Commission paid at settlement		
704.		
800. Loan Origination Fees		
801. Loan origination fee		
802. Loan discount		
803. Appraisal fee		
804. Credit report		
805. Lender's inspection fee		
806. Mortgage insurance application fee		
807. Assumption fee		
808.		
809.		
810.		
811.		
812.		
813.		
900. Insurance Premiums		
901. Interest from		
902. Mortgage insurance premium for		
903. Hazard insurance premium for		
904.		
905.		
1000. Property Taxes		
1001. Hazard insurance		
1002. Mortgage insurance		
1003. City property taxes		
1004. County property taxes		
1005. Annual assessments		
1006.		
1007.		
1008.		
1009.		
1100. Title Charges		
1101. Settlement or closing fee		
1102. Abstract or title search to Stewart Title Company	\$150.00	
1103. Title examination		
1104. Title insurance binder		
1105. Document preparation		
1106. Notary fees		
1107. Attorney's fees to		
Includes above item numbers:		
1108. Title insurance to Stewart Title Company	\$229.00	
Includes above item numbers:		
1108. Lender's coverage		
1110. Owner's coverage \$4,433.00	\$229.00	
1111. Tax Certificate to Stewart Title Company	\$64.85	
1112. Messenger Fee to Stewart Title Company	\$20.00	
1113. State of Texas Policy Guaranty fee to Stewart Title Company	\$5.00	
1200. Recording Fees		
1201. Recording fees: Deed \$50.00	\$50.00	
1202. City/county tax/stamps:		
1203. State tax/stamps:		
1204.		
1205.		
1206.		
1300. Other Settlement Charges		
1301. Survey		
1302. Pest inspection		
1303.		
1304.		
1305.		
1306.		
1307.		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$518.95	\$0.00

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax proration and signifies their understanding that proration was 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.

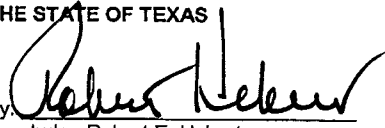
SELLER(S):

GALVESTON COUNTY WATER AUTHORITY

By: _____
Name: _____
Title: _____

PURCHASER (S):

THE STATE OF TEXAS

By: 
Judge Robert E. Hebert
Fort Bend County Judge

11-3-09

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. 08300375;

Brief Description of Property: FM 1484 - PARCEL 8 (1&2)

Being a 0.9073 acre (39,521 square feet) parcel of land out of the J.H. Cartwright Survey, Abstract 16, 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 november 3, 2009.

THE STATE OF TEXAS

By: 

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF#08300375

Brief Description of Property: FM 1464 - PARCEL 8 (1&2)

Being a 0.9073 acre (39,521 square feet) parcel of land out of the J.H. Cartwright Survey, Abstract 16, 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.

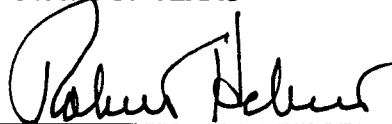
SELLER(S):

GALVESTON COUNTY WATER AUTHORITY

By: _____
Name: _____
Title: _____

PURCHASER (S):

THE STATE OF TEXAS

By:  _____
Judge Robert E. Hebert
Fort Bend County Judge 11-3-09

STEWART TITLE
BUYER CORRESPONDENCE INFORMATION FORM
GF NO. 08300375

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

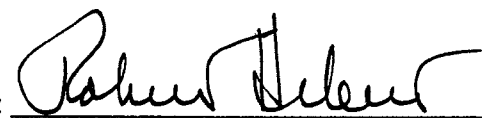
If YES, please indicate until what date: _____

PHONE NUMBER: 281 – 343-7171

E-MAIL ADDRESS: sjohnson@pascorp.com

THE STATE OF TEXAS

By: _____



Judge Robert E. Hebert
Fort Bend County Judge

Date: _____

11-3-09

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. 08300375

Taxpayer I. D. No. _____

SELLER'S NAME and MAILING ADDRESS

Galveston County Water Authority

TRANSACTION INFORMATION

Closing Date: _____, _____, 2009

Brief Description of Property: FM 1464 - PARCEL 8 (1&2)

Being a 0.9073 acre (39,521 square feet) parcel of land out of the J.H. Cartwright Survey, Abstract 16, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Contract Sales Price: \$4,433.00

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

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

CERTIFICATION

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

SELLER(S)

GALVESTON COUNTY WATER AUTHORITY

By: _____
Name: _____
Title: _____

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08300375

Brief Description of Property: FM 1484 - PARCEL 8 (1&2)

Being a 0.9073 acre (39,521 square feet) parcel of land out of the J.H. Cartwright Survey, Abstract 16, 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

GALVESTON COUNTY WATER AUTHORITY
Owner/Seller

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

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

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

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

SELLER(S)

GALVESTON COUNTY WATER AUTHORITY

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