



Property Acquisition Services, Inc.

October 27, 2009

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

10-20-09
AGENDA ITEM
39 B 2)

Re: FM 359 – 90/10 Project
Parcel 009 – National Convenience Stores Incorporated

Dear Ms. Batts:

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

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

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

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

Sincerely,

Shelly
Mark Davis
Project Manager

Enclosures

*Approved as to
form only by FBC A/R/P
10/30/09
WPK*

11-6-09 COPY RECEIVED

Item 39B continued - 551.072 Deliberation Regarding Real Property:

2) FM 359: (a 90/10 Texas Department of Transportation reimbursement project), Pcts 1 and 3.

Moved by Commissioner Morrison Seconded by Commissioner Prestage

Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 6 in the amount of \$15,596.00 and Parcel 9 in the amount of \$6,609.50 of the FM 359 Mobility Project plus necessary costs not to exceed \$3,000.00 each and authorize the County Judge to sign all necessary documents with funds from Right of Way Fund.

- Judge Hebert
- Commissioner Morrison
- Commissioner Prestage
- Commissioner Meyers
- Commissioner Patterson

Moved by Commissioner Meyers Seconded by Commissioner Patterson

Duly put and unanimously carried (5-0), it is ordered to move to refer to the County Attorney as per prior Resolution on Right to Take plus litigation expenses not to exceed \$3,000.00 each to acquire by Eminent Domain Parcel 8 and Parcel 3 of the FM 359 Mobility Project with funds from Right of Way Fund.

- | | |
|------------------------|-----|
| Judge Hebert | yes |
| Commissioner Morrison | yes |
| Commissioner Prestage | yes |
| Commissioner Meyers | yes |
| Commissioner Patterson | yes |

3) Old Richmond Road, Mobility Bond Project #729, Precinct 4.

Moved by Commissioner Patterson Seconded by Commissioner Meyers

Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 17W in the amount of \$1,031.00 and Parcel 18W in the amount of \$2,000.00 of the Old Richmond Road Mobility Project plus necessary costs not to exceed \$3,000.00 each and authorize the County Judge to sign all necessary documents with funds from Right of Way Fund.

- | | |
|------------------------|-----|
| Judge Hebert | yes |
| Commissioner Morrison | yes |
| Commissioner Prestage | yes |
| Commissioner Meyers | yes |
| Commissioner Patterson | yes |

40. Adjournment.

Commissioners Court adjourned at 2:33 p.m. on Tuesday, October 20, 2009.

**Right of Way
Invoice Transmittal**

Date	October 27, 2009	
Requested By	Mark Davis, Property Acquisition Services	
Project Number	N/A	
Road Name	FM 359	Parcel # 009
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	\$7,198.45	
Date Check is Needed By	November 16, 2009	Closing Date November 18, 2009
Return Check To	Paulette @ Engineering	
Description	Parcel 009 - National Convenience Stores Incorporated - 0.0101 acres out of William Morton League, A-62, 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	
	<u>Name</u>	<u>Date</u>
Reviewed by Requestor	Mark Davis	October 27, 2009
Reviewed by Co. Attorney	<i>W.H. V...</i>	10/30/09
Reviewed by Engineering	Paulette Batts	October 28, 2009
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 27, 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 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

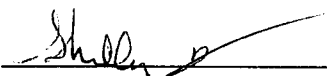
Amount of Check: **\$7,198.45**

Description: Parcel 009 - National Convenience Stores Incorporated -
0.0101 acres out of the William Morton League, A-62, Fort
Bend County, Texas.

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



Mark Davis

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



Form ROW-N-14
Rev. 8/2003
Replaces Forms D-15-11, D-15-14, D-15-141, D-15-142,
ROW-N-12PT, ROW-N-14, ROW-N-141, and ROW-N-142
GSD-EPC
Page 1 of 3

Parcel 009

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, **NATIONAL CONVENIENCE STORES INCORPORATED**, a Delaware corporation of the County of Fort Bend, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of SIX THOUSAND SIX HUNDRED NINE AND 50/100 Dollars (\$6,609.50) 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.

**National Convenience Stores Incorporated,
a Delaware corporation**

By

Printed Name

Title

Corporate Acknowledgment

State of _____

County of _____

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

_____, the _____ of National Convenience

Stores Incorporated, a Delaware corporation, on behalf of said corporation.

Notary Public's Signature

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

EXHIBIT A

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

PROPERTY DESCRIPTION FOR PARCEL 9

Being a 0.0101 acre (439 square feet) parcel of land out of a 0.9091 acre tract of land in the William Morton League, Abstract 62, Fort Bend County, Texas. Said 0.9091 acre tract being all of Reserve "A" of A Street Dedication Plat Of Pecan Park Drive And Additional Acreage as recorded in Clerk's slide numbers 947/B 948/A of the Plat Records of Fort Bend County, Texas. Said 0.9091 acre Reserve "A" tract being conveyed to NCS Realty Company, a Texas corporation, by deed dated May 3, 1994 as recorded under Volume 2652 Page 1651 of the Deed Records of Fort Bend County, (O.P.R.F.B.C.), Texas. Said 0.0101 acre parcel being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with cap found at the southwest corner of said 0.9091 acre Reserve "A" tract also being the northwest corner of a 6.7036 acre Reserve "D" of Pecan Grove Park as recorded in Clerk's slide number 1553/A of the Plat Records of Fort Bend County, Texas. Said 6.7036 acre Reserve "D" being conveyed to Randalls Food and Drug, LP by deed dated November 26, 2002 as recorded under County Clerk's File No. 2002129946 (O.P.R.F.B.C.), Texas;

THENCE, North 2° 27' 25" West a distance of 146.22 feet along the existing east right-of-way line of FM 359 to a 5/8 inch iron rod with TxDOT aluminum cap set for the proposed southwest cut corner at the intersection of the existing south right-of-way line of Plantation Drive and the existing east right-of-way line of FM 359 for the POINT OF BEGINNING and the southwest corner of the herein described parcel having surface coordinates X= 3,003,382.30, and Y= 13,790,375.21; thence as follows; **

- 1) THENCE, North 2° 27' 25" West a distance of 8.87 feet along the existing east right-of-way line of FM 359 to a 5/8 inch iron rod found at the beginning of a tangent curve to the right having a radius of 25.00 feet at the intersection of the east right-of-way line of FM 359 with the south right-of-way line of Plantation Drive;

EXHIBIT A

- 2) THENCE, along said curve to the right having a radius of 25.00 feet, a central angle of $90^{\circ} 00' 00''$, a chord bearing of North $42^{\circ} 32' 33''$ East, a chord distance of 35.36 feet, and a curve distance of 39.27 feet to a point on the existing south right-of-way line of Plantation Drive marking the point of tangency of said curve;
- 3) THENCE, North $87^{\circ} 32' 33''$ East a distance of 8.85 feet to a 5/8 inch iron rod with TxDOT aluminum cap set at the proposed northeast cut corner on the existing south right-of-way line of Plantation Drive also being the northeast corner of the herein described parcel;**
- 4) THENCE, South $42^{\circ} 31' 33''$ West a distance of 47.89 feet along the proposed cut corner at the intersection of the existing south right-of-way line of Plantation Drive with the existing east right-of-way line of FM 359 to the POINT OF BEGINNING of the herein described parcel containing 0.0101 acres (439 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

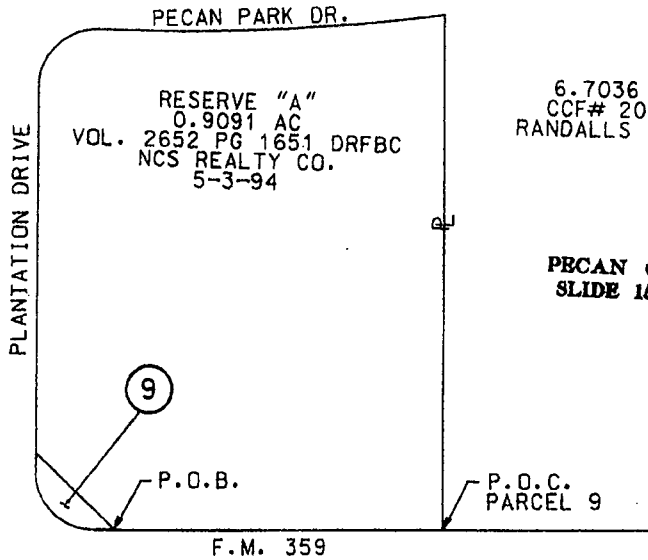
Access will not be prohibited to the remainder property abutting the Highway facility.

** 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.





PARCEL	EXISTING	TAKING	REMAINING
9	0.9091 AC.	0.0101 AC. (439 S.F.)	0.8990 AC.

LEGEND

- CENTER LINE
- ===== EXISTING ROW LINE
- ===== PROPOSED ROW LINE
- 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 9
 ROW CSJ: 0543-02-056
 FM 359 FORT BEND COUNTY
 SCALE: NTS JUNE, 2007
 SHEET 3 OF 4

WILLIAM MORTON LEAGUE A-62

C3 D= 90°00'54"
 R= 25.00'
 L= 39.27'
 CH= N 47°28'12" W-35.36'

C4 D= 90°00'00"
 R= 25.00'
 L= 39.27'
 CH= N 42°32'33" E-35.36'

BEARING & DIST.	
L1=	N 2°27'25" W-8.87'
L2=	N 87°32'33" E-8.85'

FM 359 CENTER LINE CURVE DATA
 CURVE CL359-3 (C-3)
 PI STA = 683+91.40
 X = 3,003.321.68
 Y = 43,790.618.67
 R = 2869.26'
 D = 1°00'09"
 CH = S 2°59'09" E-50.20'

STATIONING:
 STA 685+58
 STA 683+66.30
 STA 683+66.30

N 5°10'04" W
 168.43'
 N 2°28'12" W
 107.00'
 N 2°27'23" W-150.00'
 N 87°32'33" E-187.90'
 N 87°32'33" E-162.90'
 N 87°32'33" W-162.90'
 N 87°32'33" W-155.09'
 N 2°29'105" E-2629.18'
 S 2°26'46" E-1462.91'

FND 1" I.P.
 W/CAP
 S/D=683+72.27
 49.97' LT

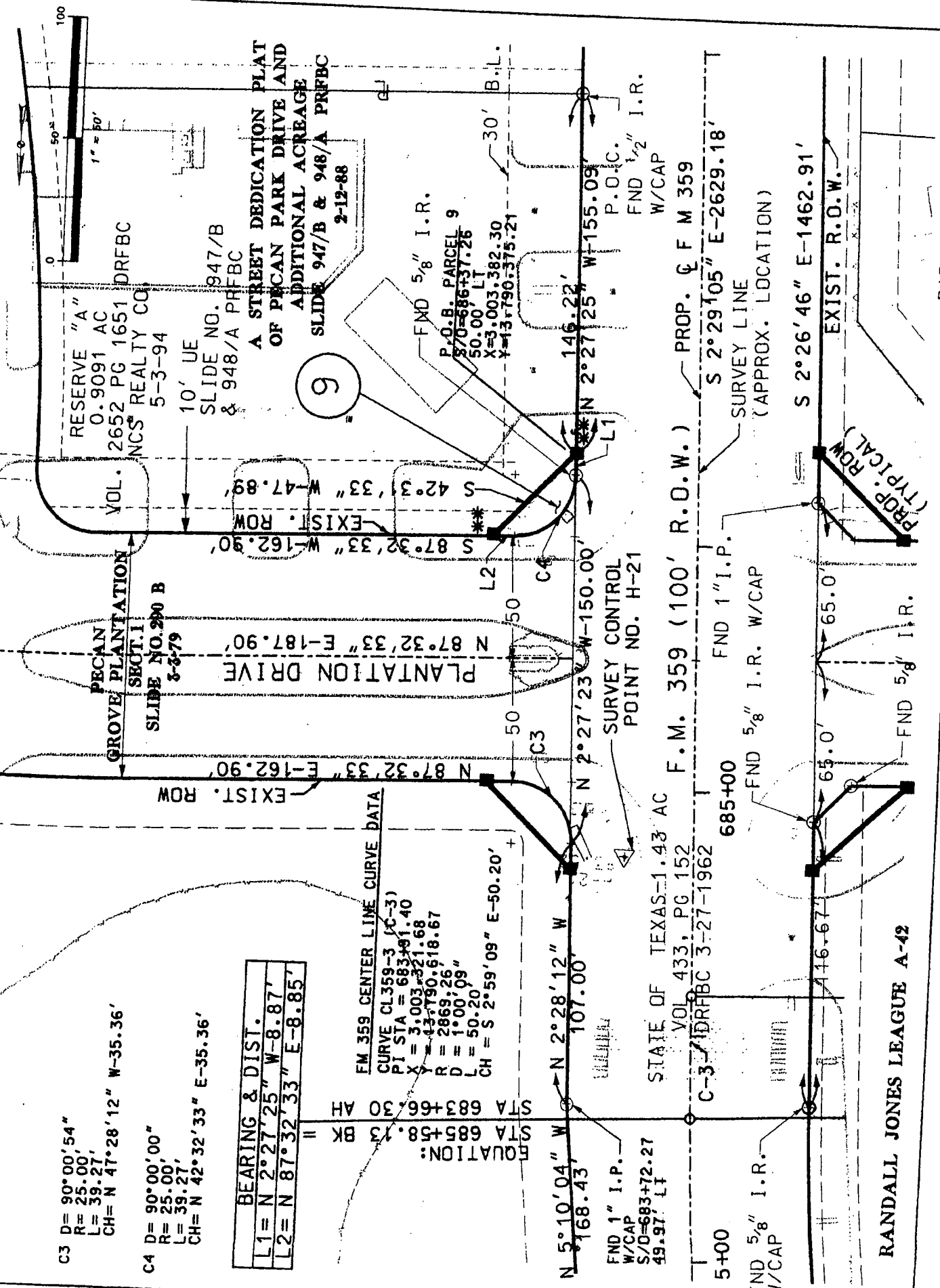
5+00
 FND 5/8" I.R.
 W/CAP

685+00
 FND 5/8" I.R. W/CAP

FND 1" I.P.
 SURVEY LINE
 (APPROX. LOCATION)

65.0'
 65.0'
 65.0'
 FND 5/8" I.R.
 FND 5/8" I.R.

RANDALL JONES LEAGUE A-42



A. Settlement Statement		U.S. Department of Housing and Urban Development		OMB Approval No. 2502-0265 (expires 11/30/2009)	
B. Type of Loan					
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins.		6. File Number: 09300979		7. Loan Number:	
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins. <input type="checkbox"/> Other		8. Mortgage Insurance Case Number:			
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 "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.					
D. Name & Address of Borrower: The State of Texas					
E. Name & Address of Seller: National Convenience Stores Incorporated, a Delaware corporation					
F. Name & Address of Lender:					
G. Property Location: Metes & Bounds FM 359, PARCEL 9 Being a 0.0101 acre (439 square feet) parcel of land out of RESERVE "A" of A STREET DEDICATION PLAT OF PECAN PARK DRIVE AND ADDITIONAL ACREAGE, as recorded under Slide Nos. 947B and 948A of the Plat Records of Fort Bend County, Texas, and said 0.0101 acre parcel.					
H. Settlement Agent: Marc LaRocca, 141-Stewart Title Company, 1980 Post Oak Blvd., Houston, TX 77056, (713)625-5702					
I. Settlement Date: 11/11/2009 Proration Date: None Disbursement Date: None					
Adjustments for items paid by seller in advance					
101. Contract sales price		\$6,609.50		401. Contract sales price	
102. Personal property				402. Personal property	
103. Settlement charges to borrower (line 1400)		\$588.95		403.	
104.				404.	
105.				405.	
Adjustments for items paid by seller					
106. City/town taxes				406. City/town taxes	
107. County taxes				407. County taxes	
108. Assessments				408. Assessments	
109.				409.	
110.				410.	
111.				411.	
112.				412.	
120. Gross Amount Due from Borrower		\$7,198.45		420. Gross Amount Due to Seller	
200. Amount paid by or on behalf of Borrower				500. Gross 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.				504. Payoff of first mortgage loan	
205.				505. Payoff of second mortgage loan	
206.				506.	
207.				507.	
208.				508.	
209.				509.	
Adjustments for items paid by seller					
210. City/town taxes				510. City/town taxes	
211. County taxes				511. County taxes	
212. Assessments				512. Assessments	
213.				513.	
214.				514.	
215.				515.	
216.				516.	
217.				517.	
218.				518.	
219.				519.	
220. Total Paid by/for Borrower		\$0.00		520. Total Reduction Amount Due Seller	
300. Cash				600. Cash	
301. Gross amount due from borrower (line 120)		\$7,198.45		601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)		\$0.00		602. Less reductions in amount due seller (line 520)	
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower		\$7,198.45		603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	
				\$6,609.50	

Settlement Charges		
700. Total Sales/Broker's Commission		
Division of commission (line 700) as follows:		
701.	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
702.		
703. Commission paid at settlement		
704.		
800. Items Originated by Lender or Paid by Lender		
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. Items Originated by Lender or Paid by Borrower		
901. Interest from		
902. Mortgage insurance premium for		
903. Hazard insurance premium for		
904.		
905.		
1000. Fees Paid by Borrower		
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:		
1109. Lender's coverage		
1110. Owner's coverage	\$6,609.50	\$229.00
1111. State of Texas Policy Guaranty Fee to Stewart Title Policy Guaranty Fee		\$5.00
1112. Tax Certificate to Stewart Title Company		\$64.95
1113. Messenger Fee to Stewart Title Company		\$20.00
1200. Recording Fees, Credit Impairment Fee, Charges		
1201. Recording fees: Deed \$40.00; Other \$80.00		\$120.00
1202. City/county tax/stamps:		
1203. State tax/stamps:		
1204.		
1205.		
1206.		
1300. Additional 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)	\$588.95	\$0.00

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.

THE STATE OF TEXAS

By: 

Judge Robert E. Hebert, Fort Bend County Judge

11-3-09

National Convenience Stores Incorporated,
a Delaware corporation

By: _____

Name: _____

Title: _____

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.

Marc LaRocca

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.

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.

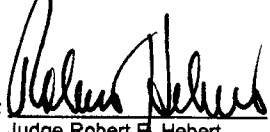
SELLER(S):

NATIONAL CONVENIENCE STORES
INCORPORATED, a Delaware corporation

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. 09300979;

Brief Description of Property: FM 359, PARCEL 9

Being a 0.0101 acre (439 square feet) parcel of land out of RESERVE "A" of A STREET DEDICATION PLAT OF PECAN PARK DRIVE AND ADDITIONAL ACREAGE, as recorded under Slide Nos. 947B and 948A of the Plat Records of Fort Bend County, Texas, and said 0.0101 acre parcel 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 No.: 09300979 - FM 359, PARCEL 9

Being a 0.0101 acre (439 square feet) parcel of land out of RESERVE "A" of A STREET DEDICATION PLAT OF PECAN PARK DRIVE AND ADDITIONAL ACREAGE, as recorded under Slide Nos. 947B and 948A of the Plat Records of Fort Bend County, Texas, and said 0.0101 acre parcel 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.

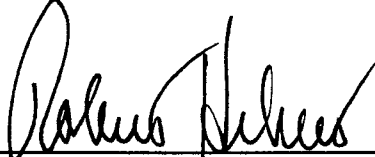
SELLER(S):

NATIONAL CONVENIENCE STORES
INCORPORATED, a Delaware corporation

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. 09300979

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

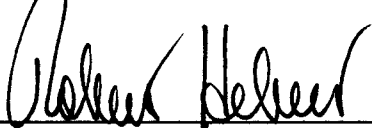
NO

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

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 09300979

Brief Description of Property: FM 359, PARCEL 9

Being a 0.0101 acre (439 square feet) parcel of land out of RESERVE "A" of A STREET DEDICATION PLAT OF PECAN PARK DRIVE AND ADDITIONAL ACREAGE, as recorded under Slide Nos. 947B and 948A of the Plat Records of Fort Bend County, Texas, and said 0.0101 acre parcel being more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared
NATIONAL CONVENIENCE STORES INCORPORATED, a Delaware corporation
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):

NATIONAL CONVENIENCE STORES
INCORPORATED, a Delaware corporation

By: _____
Name: _____
Title: _____

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

Notary Public in and for
The State of _____

NOTICE TO PURCHASERS OF REAL PROPERTY

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

PECAN GROVE MUNICIPAL UTILITY DISTRICT

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 \$0.47 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 \$43,500,000.00 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 \$39,360,000.00.

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:

Brief Description of Property: FM 359, PARCEL 9

Being a 0.0101 acre (439 square feet) parcel of land out of RESERVE "A" of A STREET DEDICATION PLAT OF PECAN PARK DRIVE AND ADDITIONAL ACREAGE, as recorded under Slide Nos. 947B and 948A of the Plat Records of Fort Bend County, Texas, and said 0.0101 acre parcel being more particularly described by metes and bounds on Exhibit "A" attached hereto.

SELLER(S):

NATIONAL CONVENIENCE STORES
INCORPORATED, a Delaware corporation

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

11-3-09

STATE OF _____
COUNTY OF _____

This instrument is acknowledged before me on _____, 2009 by _____
of National Convenience Stores Incorporated., its _____

Notary Public in and for the
State of _____

STATE OF TEXAS
COUNTY OF *Fort Bend*

This instrument is acknowledged before me on *November*, *3*, 2009 by Judge Robert E. Hebert, Fort Bend County Judge.



Ann Werlein
Notary Public in and for the
State of Texas

NOTICE TO PURCHASERS

GF No. 09300979 – FM 359, PARCEL 9

THE STATE OF _____ }
COUNTY OF _____ }

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

Those set forth under Slide Nos. 947B and 948A of the Plat Records of Fort Bend County, Texas and those recorded in Volume 2072, Page 632 (Clerk's File No. 8851763); Volume 2072, Page 669 (Clerk's File No. 8851766); Volume 2072, Page 662 (Clerk's File No. 8851765) and under Clerk's File No. 9701362 of the County Clerk Official Records of Fort Bend County, Texas.

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

Being a 0.0101 acre (439 square feet) parcel of land out of RESERVE "A" of A STREET DEDICATION PLAT OF PECAN PARK DRIVE AND ADDITIONAL ACREAGE, as recorded under Slide Nos. 947B and 948A of the Plat Records of Fort Bend County, Texas, and said 0.0101 acre parcel being more particularly described by metes and bounds on Exhibit "A" attached hereto.

SELLER(S):

NATIONAL CONVENIENCE STORES
INCORPORATED, a Delaware corporation

By: _____
Name: _____
Title: _____

Date: _____

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

PURCHASER (S):

THE STATE OF TEXAS

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

Date: 11-3-09

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, 2009, by _____ of National Convenience Stores Incorporated., its _____ ..

Notary Public in and for the State of _____

STATE OF TEXAS
COUNTY OF Fort Bend

This instrument was acknowledged before me on November 3, 2009 by Judge Robert E. Hebert, Fort Bend County Judge.

Ann Werle
Notary Public in and for the State of Texas

