

Property Acquisition Services, Inc.

October 23, 2009

10-20-09

AGENDA ITEM

39 B 1) parcel 5

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

**Re: FM 1464 Ph. II – 90/10 Project
Parcel 005 – Old Richmond Road, LTD.**

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
 - Buyer Correspondence Information Form
 - Info for Real Estate 1099-S Report Filing
 - Affidavit as to Debts, Liens, & Possession
 - Notice to Purchasers of Real Property

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

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

Sincerely,

Shelly
for Mark Davis
Project Manager

Enclosures

*Approved as to
form only by FBC
ATG [signature]
WAV
10/24/09*

copy received 10-24-09

**Right of Way
Invoice Transmittal**

| | | | |
|---|---|--|---------------------|
| Date | October 23, 2009 | | |
| Requested By | Mark Davis, Property Acquisition Services | | |
| Project Number | 764 | | |
| Road Name | FM 1464 Phase II | Parcel # | 005 |
| 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 | \$702,033.95 | | |
| Date Check is Needed By | November 3, 2009 | Closing Date | November 5, 2009 |
| Return Check To | Paulette @ Engineering | | |
| Description | Parcel 005 - Old Richmond Road LTD. - 5.825 acres out of Jesse H. Cartwright League A-16, Ft Bend County, Texas | | |
| Comments | Whole Taking | | |
| 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 23, 2009 | |
| Reviewed by Co. Attorney | WNV, DOR | 10/24/09 | |
| Reviewed by Engineering | Paulette Batts | October 23, 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 23, 2009

Check Needed By: November 3, 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: **\$701,307.19**

Description: Parcel 005 - Old Richmond Road LTD. - 5.825 acres out of
Jesse H. Cartwright League A-16, Ft Bend County, Texas

Comments: Whole Taking

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



for **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 4

Parcel 005

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, **OLD RICHMOND ROAD, LTD, 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 SIX HUNDRED NINETY SEVEN THOUSAND SEVEN HUNDRED SIXTY NINE AND NO/100 Dollars (\$697,769.00) 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.

**Old Richmond Road, LTD.,
a Texas limited partnership**

**By: Greatmark International, Inc.,
a Texas corporation
the sole general partner**

By

Printed Name

Title

Corporate Acknowledgment

State of _____

County of _____

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

_____, the _____ of Greatmark International,
Inc. a Texas corporation and the sole general partner of Old Richmond Road, LTD., a Texas limited partnership,
on behalf of said corporation and partnership.

Notary Public's Signature

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

EXHIBIT "A"

The property described above relates to a "whole" property acquisition, so that there is no remainder or remaining property owned by the Grantors that was originally out of or a part of the property described above. Therefore, there are no access rights retained or remaining in Grantors, their successors and assigns, out of or relating to the property described above. All access rights associated with all of the above described property are owned and retained by the State, with the access denial line being co-existent with the Right of Way boundary line.

Revised April, 2009

August, 2006

Parcel 5

Page 1 of 9 Pages

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 5

Being a 5.825 acre (253,734 square feet) parcel of land, out of the J.H. Cartwright Survey A-16, Fort Bend County, Texas and being all of that certain 5.825 acre Residue of a 61.645 acre tract of land, described in a Deed dated 11-23-1993 from Texas Commerce Bank National Association to Old Richmond Road, Ltd., filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 9379573 and being more particularly described as follows:

BEGINNING at a set 5/8 inch iron rod with TxDOT Aluminum cap located at the southeast corner of the Residue of said 61.645 acre tract and at an interior corner of a 2.8184 acre tract of land described in a Deed dated 12-11-2001 from Beazer Homes Texas, LP to the Orchard Lake Estates Homeowners' Association, Inc., filed in the O.P.R.F.B.C. at Clerk's File No. 2001123484, and being an interior corner of Orchard Lake Estates, Section One, filed in Fort Bend County Plat Records (F.B.C.P.R.) in Slide Number 2128B;

- 1) THENCE, South 87°34'07" West, along the proposed south right-of-way line of F.M. 1464 (width varies) at a distance of 564.55 feet passing 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) and continuing for a total distance of 599.67 feet, along the south line of the Residue of said 61.645 acre tract and the north line of said Orchard Lake Estates, Section One, to the southwest corner of the Residue of said 61.645 acre tract, to the southwest corner of herein described parcel and being located in the existing east right-of-way line of F.M. 1464 (width varies) as described in Volume 275, Page 253 and Volume 275, Page 244 filed in the Fort Bend County Deed Records (F.B.C.D.R.); **
- 2) THENCE, North 02°20'28" East, a distance of 449.40 feet, along the west line of the Residue of said 61.645 acre tract and the existing east right-of-way line of said F.M. 1464, to the northwest corner of the Residue of said 61.645 acre tract and to the northwest corner of herein described parcel;

Revised April, 2009

August, 2006

Parcel 5

Page 2 of 9 Pages

EXHIBIT A

- 3) THENCE, South $87^{\circ}42'30''$ East, along the existing north right-of-way of F.M. 1464 (width varies) at a distance of 35.00 feet passing a found $5/8$ inch iron rod for a corner in said existing right-of-way of F.M. 1464, being located at the southwest corner of Stratford Park Village Six, filed in the F.B.C.P.R. on 07-27-1999 in Slide Number 1873B and continuing along the south line of said Stratford Park Village Six, same being the proposed north right-of-way line of F.M. 1464 for a total distance of 597.24 feet, along the north line of the Residue of said 61.645 acre tract and along the south line of said Stratford Park Village Six, to a set $5/8$ inch iron rod with TxDOT Aluminum cap for the northeast corner of herein described parcel, for the northeast corner of the Residue of said 61.645 acre tract and being located at the southeast corner of said Stratford Park Village Six and being in a west line of said Orchard Lake Estates, Section One; **
- 4) THENCE, South $02^{\circ}17'27''$ West, a distance of 400.02 feet, along the proposed east right-of-way line of F.M. 1464 and the east line of the Residue of said 61.645 acre tract and a west line of said Orchard Lake Estates, Section One, to the POINT OF BEGINNING and containing 5.825 acres (253,734 square feet) parcel of land. **

NOTE: The POINT OF BEGINNING of this description has coordinates of $X=3,023,036.18$ and $Y=13,792,167.95$; 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.

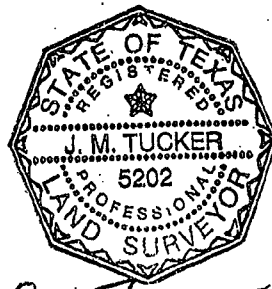
NOTE: A parcel plat of even date was prepared in conjunction with this property description.

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

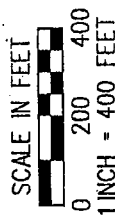
** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Compiled by:

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



[Signature]
4/23/2009

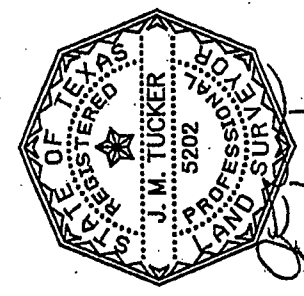


NOTES:

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.

S/O-STATION OFFSET

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



4/23/2009

| | | | |
|--|--------------|-----------------|-------|
| REVISIONS: 1. 04/2009 - REVISED PARCEL 5 (INCREASED ACREAGE) | | | |
| EXISTING | TAKING AC/SF | REMAINDER ACRES | |
| 5.825 AC. (CALC.) | 5.825 AC. | LEFT | RIGHT |
| | 253,734 SF | 0.000 | 0.000 |
| WEISSER Engineering Co. 19500 Park Row, Suite 100 Houston, Texas 77084 (281) 579 - 7300 | | | |
| F.M. 1464 | | | |
| PARCEL PLAT SHOWING PARCEL 5 FORT BEND COUNTY, TEXAS | | | |
| DATE: 08/2006 SCALE: 1" = 400' JOB No.: EE086 | | | |
| R.O.W. CSJ: 1415-02-041 DWG. No.: P-5-1-DGN | | | |

MATCH LINE SHEET 7

RESIDUE OF 61.645 AC.
(5.825 AC. CALC.)
OLD RICHMOND ROAD, LTD
F.N. 9379573
O.P.R.F.B.C.
NOV. 23, 1993

2.8184 AC.
RESTRICTED RESERVE "A"
ORCHARD LAKE ESTATES
HOMEOWNERS ASSO. INC.
F.N. 2001123484
O.P.R.F.B.C.
DEC. 11, 2001

14' UTILITY
SLIDE NO. 2128B
F.B.C.P.R.
F.N. 2000031767
O.P.R.F.B.C.

5

25' BUILDING LINE
WATERLINE ESMT. (SEE NOTE 2)
F.N. 2001029416
O.P.R.F.B.C.

25' BUILDING LINE
SLIDE NO. 2128B
F.B.C.P.R.

35' UTILITY ESMT.
F.N. 2000031767
O.P.R.F.B.C.

N 02° 20' 28" E-449.40'
EXISTING R.O.W.
BASELINE

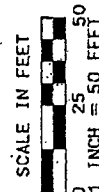
S 87° 34' 07" W
599.87'
S 87° 34' 07" W
564.55'
S 87° 34' 07" W
564.55'

F.M. 1464 S 02° 29' 21" W-3609.04'

(WIDTH VARIES)
VOL. 275, PG. 253
VOL. 275, PG. 244
F.B.C.D.R.
F.N. 2006157509, O.P.R.F.B.C.
F.N. 20070016, F.B.C.P.R.

410+00

SIGN



MATCH LINE SHEET 4

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

F.M. 1464
PARCEL PLAT SHOWING PARCEL 5
FORT BEND COUNTY, TEXAS

DATE: 08/20/06 SCALE: 1" = 50' F.B.C.D.R.
R.O.W. CSJ: 1415-02-041 DWG. No.: P-05-3,06N

MATCH LINE SHEET 8

J.H. CARTWRIGHT SURVEY A-16

BLOCK 1

STRATFORD PARK

VILLAGE SIX

SLIDE NO. 1873B

F.B.C.P.R.

5

6

25' BUILDING LINE

SLIDE NO. 1873B

F.B.C.P.R.

S87°42'30"E-597.24'

5

EXISTING R.O.W.

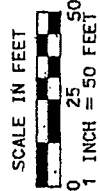
STRATFORD MILL LANE
(50' R.O.W.)

EXISTING R.O.W.

PROPOSED R.O.W.

RESIDUE/ OF 61.645 AC.
(5.825 AC. CALC.)
OLD RICHMOND ROAD, LTD
F.N. 9379573
O.P.R.F.B.C.
NOV. 23, 1993

MATCH LINE SHEET 7



MATCH LINE SHEET 4

WEISSER
Engineering Co.
19500 Park Row, Suite 190
Houston, Texas 77064
(281) 579-7300

F.M. 1464

PARCEL PLAT SHOWING PARCEL 5
FORT BEND COUNTY, TEXAS

DATE: 08/20/2006 SCALE: 1" = 50' JOB NO. 146066
R.O.W. CSJ: 1415-02-041 DWG. No.: P-05-1.061

SHEET 6 OF 9

MATCH LINE SHEET 9

J.H. CARTWRIGHT SURVEY A-16

RESIDUE OF 61.645 AC.
(5.825 AC. CALC.)
OLD RICHMOND ROAD, LTD
F.N. 9379573
O.P.R.F.B.C.
NOV. 23, 1993

MATCH LINE SHEET 6

5

SCALE IN FEET
0 25 50
1 INCH = 50 FEET

ORCHARD LAKE ESTATES,
SECTION ONE
SLIDE NO. 2128B
F.B.C.P.R.

BLOCK 1

2.8184 AC.
RESTRICTED
RESERVE "A"
ORCHARD LAKE ESTATES SLIDE NO. 2128B
HOMEOWNERS ASSO. INC. F.B.C.P.R.

PROPOSED R.O.W.
14' UTILITY &
AREAL ESMT.
SLIDE NO. 2128B
F.B.C.P.R.

F.N. 2001123484
O.P.R.F.B.C.
DEC. 11, 2001

MATCH LINE SHEET 5



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

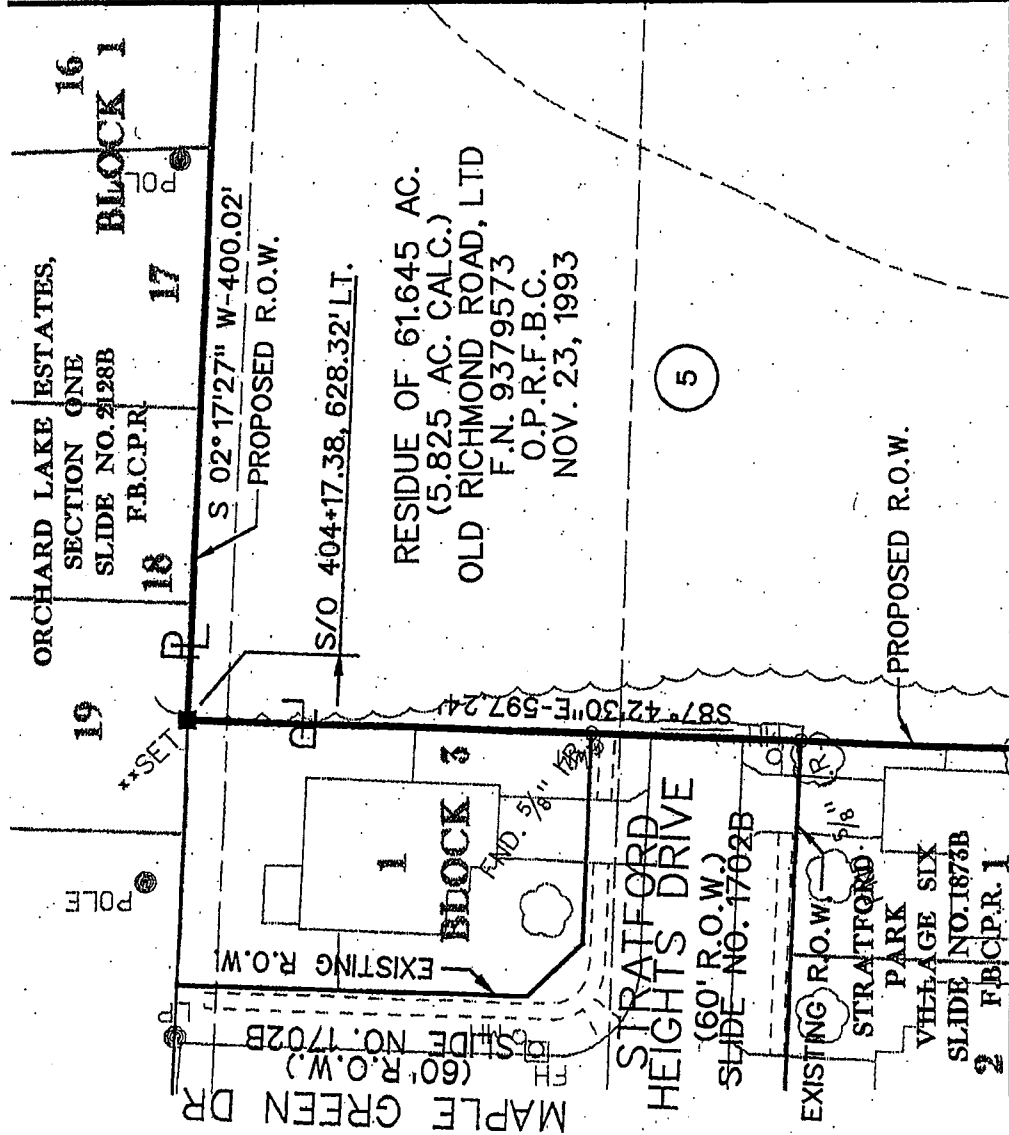
F.M. 1464

PARCEL PLAT SHOWING PARCEL 5
FORT BEND COUNTY, TEXAS

DATE: 08/20/06 SCALE: 1" = 50' JOB No. 000886
R.O.W. CSJ: 1415-02-041 DWG. No. : P-05-5.DGN

SHEET 7 OF 9

JH. CARTWRIGHT SURVEY A-16



MATCH LINE SHEET 9

MATCH LINE SHEET 6

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

F.M. 1464

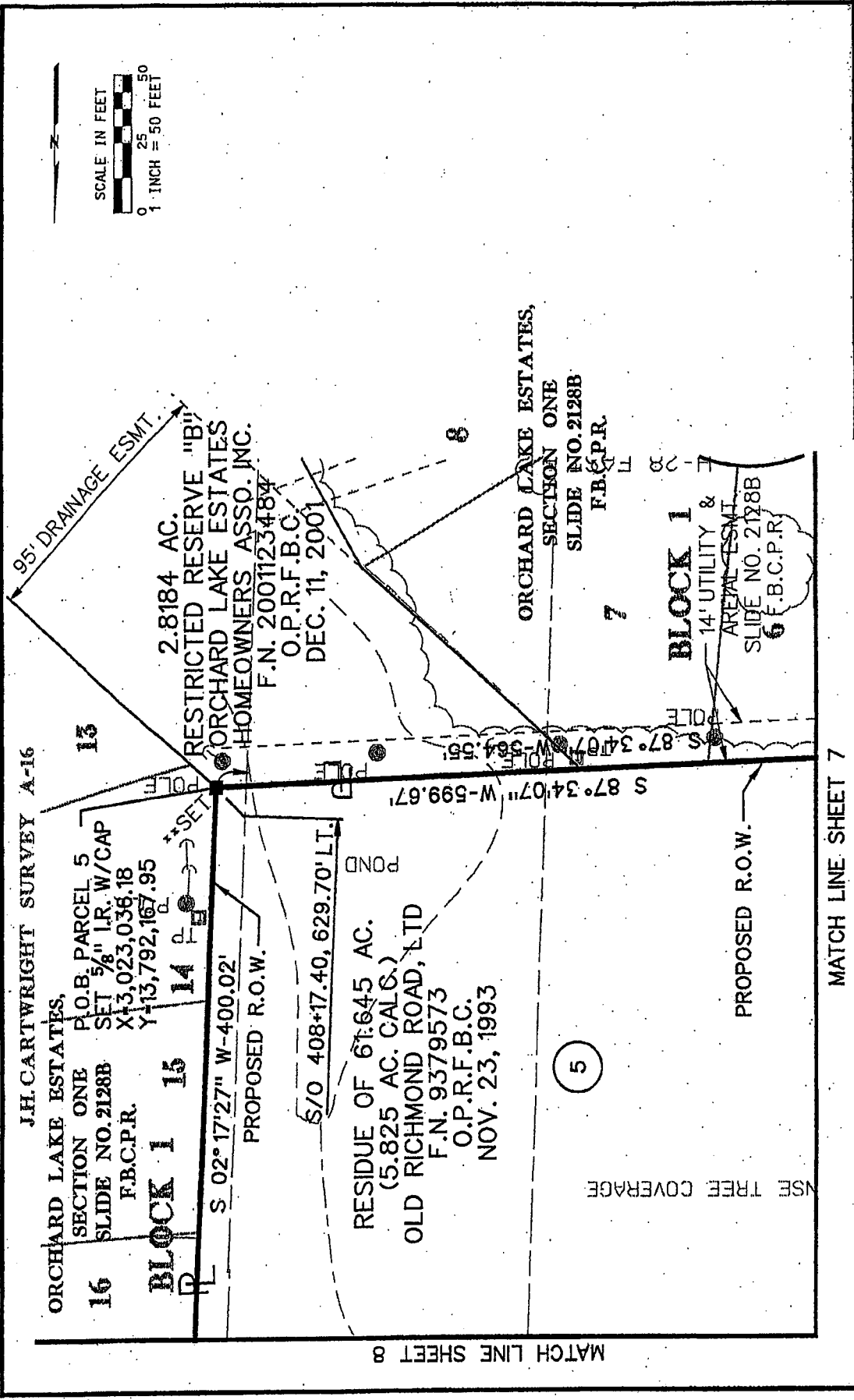
PARCEL PLAT SHOWING PARCEL 5
FORT BEND COUNTY, TEXAS

DATE: 08/20/06 SCALE: 1" = 50' JOB NO. 10006

P.O.W. CSJ: 1415-02-041

SHEET 8 OF 9

DWG. No. : P-05-6-DGN



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

F.M. 1454

PARCEL PLAT SHOWING PARCEL 5
FORT BEND COUNTY, TEXAS

DATE: 08/20/06 SCALE: 1" = 50' 0.00' No. : EE085

R.O.W. CSJ: 1415-02-041 DWG. No. : P-05-T-DON

A. Settlement StatementU.S. Department of Housing
and Urban DevelopmentOMB 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: 08300371 | 7. Loan Number: | 8. Mortgage Insurance Case Number: |
| 4. <input type="checkbox"/> VA | 5. <input type="checkbox"/> Conv. Ins. | <input type="checkbox"/> Other | | | |

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, 19855 Southwest Freeway, Suite 200, Sugar Land, TX 77479

E. Name & Address of Seller:

Old Richmond Road, Ltd., a Texas limited partnership

F. Name & Address of Lender:**G. Property Location:**

Metes & Bounds
5.825 acre (253,734 square feet) tract, more or less, out of the J.H. Cartwright Survey, Abstract No. 16, Fort Bend County, Texas.

**H. Settlement Agent:
Place of Settlement:**

Marc LaRocca, 141-Stewart Title Company, 1980 Post Oak Blvd., Houston, TX 77056, (713)625-8702
1980 Post Oak Blvd., Houston, TX 77056

I. Settlement Date:

11/5/2009

Proration Date:

11/5/2009

Disbursement Date:

None

| Borrower's Section | | Seller's Section | |
|---|--------------|---|--------------|
| 101. Contract sales price | \$697,769.00 | 401. Contract sales price | \$697,769.00 |
| 102. Personal property | | 402. Personal property | |
| 103. Settlement charges to borrower (line 1400) | \$4,264.95 | 403. | |
| 104. | | 404. | |
| 105. | | 405. | |
| Adjustments for items paid by seller in advance | | Adjustments for items paid by seller in advance | |
| 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 | \$702,033.95 | 420. Gross Amount Due to Seller | \$697,769.00 |
| 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) | \$0.00 |
| 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 unpaid by seller | | Adjustments for items unpaid 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. Estimated 2009 Taxes 1/1/2009 to 11/5/2009 | \$726.76 | 516. Estimated 2009 Taxes 1/1/2009 to 11/5/2009 | \$726.76 |
| 217. | | 517. | |
| 218. | | 518. | |
| 219. | | 519. | |
| 220. Total Paid by/for Borrower | \$726.76 | 520. Total Reduction Amount Due Seller | \$726.76 |
| 300. Cash at Settlement from/to Borrower | | 600. Cash at Settlement from/to Seller | |
| 301. Gross amount due from borrower (line 120) | \$702,033.95 | 601. Gross amount due to seller (line 420) | \$697,769.00 |
| 302. Less amounts paid by/for borrower (line 220) | (\$726.76) | 602. Less reductions in amount due seller (line 520) | (\$726.76) |
| 303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower | \$701,307.19 | 603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller | \$697,042.24 |

| I. Settlement Charges | | |
|---|---|---|
| 700. Total Sales/Broker's Commission | Paid From Borrower's Funds at Settlement | Paid From Seller's Funds at Settlement |
| Division of commission (line 700) as follows: | | |
| 701. | | |
| 702. | | |
| 703. Commission paid at settlement | | |
| 704. | | |
| 800. Items Payable in Connection with Loan | | |
| 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 Required by Lender to Be Paid in Advance | | |
| 901. Interest from | | |
| 902. Mortgage insurance premium for | | |
| 903. Hazard insurance premium for | | |
| 904. | | |
| 905. | | |
| 1000. Items Payable in Connection with Land | | |
| 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 | | |
| 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 | \$4,035.00 | |
| Includes above item numbers: | | |
| 1109. Lender's coverage | | |
| 1110. Owner's coverage \$697,769.00 | \$4,035.00 | |
| 1111. Messenger Fee to Stewart Title Company | \$20.00 | |
| 1112. Tax Certificate to Stewart Title Company | \$64.95 | |
| 1113. State of Texas Policy Guaranty Fee to Stewart Title Policy Guaranty Fee | \$5.00 | |
| 1200. Government Recording and Transfer Charges | | |
| 1201. Recording fees: Deed \$70.00; Other \$70.00 | \$140.00 | |
| 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) | \$4,264.95 | \$0.00 |

10/23/2009 9:31:27 AM

File Number: 08300371

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


Judge Robert E. Hebert, Fort Bend County Judge

10-28-09

OLD RICHMOND ROAD, LTD., A TEXAS LIMITED PARTNERSHIP

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):

**OLD RICHMOND ROAD, LTD., a Texas
limited partnership**

By: _____
Name: _____
Title: _____

PURCHASER (S):

THE STATE OF TEXAS

By: 
Judge Robert E. Hebert, 10-28-09
Fort Bend County Judge

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. 08300371;

Brief Description of Property: FM 1464 Phase 2 - PARCEL 5

5.825 acre (253,734 square feet) tract, more or less, out of the J.H. Cartwright Survey, Abstract No. 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 1AND

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 October, 28, 2009.

THE STATE OF TEXAS

By: _____

Judge Robert E. Hebert
Fort Bend County Judge

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

Is this a temporary address?

YES

NO

If YES, please indicate until what date: _____

E-MAIL ADDRESS: sjohnson@pascorp.com

THE STATE OF TEXAS

By:

Judge Robert E. Hebert
Fort Bend County Judge

Date: 10-28-09

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. 08300371

Taxpayer I. D. No. _____

SELLER'S NAME and MAILING ADDRESS

OLD RICHMOND ROAD, LTD.

TRANSACTION INFORMATION

Closing Date: _____, _____, 2009

Brief Description of Property: FM 1464 Phase 2 - PARCEL 5

5.825 acre (253,734 square feet) tract, more or less, out of the J.H. Cartwright Survey, Abstract No. 16 Fort Bend County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Contract Sales Price: \$697,769.00

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)

OLD RICHMOND ROAD, LTD., a Texas
limited partnership

By: _____
Name: _____
Title: _____

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08300371

Brief Description of Property: FM 1464 Phase 2 - PARCEL 5

5.825 acre (253,734 square feet) tract, more or less, out of the J.H. Cartwright Survey, Abstract No. 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

OLD RICHMOND ROAD, LTD., a Texas limited partnership
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)

**OLD RICHMOND ROAD, LTD., 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 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. 25

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 \$0.85 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 \$122,715,000.00 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 \$44,890,000.00.

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 1464 Phase 2 - PARCEL 5

5.825 acre (253,734 square feet) tract, more or less, out of the J.H. Cartwright Survey, Abstract No. 16 Fort Bend County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

SELLER(S):

**OLD RICHMOND ROAD, LTD., a Texas
limited partnership**

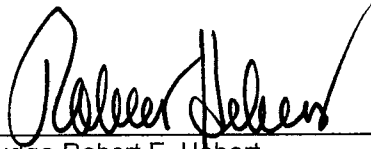
By: _____
Name: _____
Title: _____

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 10-28-09

STATE OF TEXAS

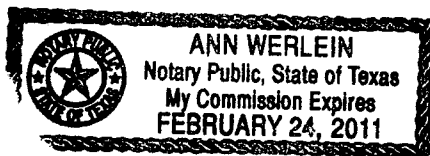
COUNTY OF _____

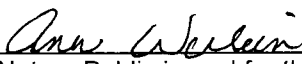
This instrument is acknowledged before me on _____, ____ 2009 by _____
of Old Richmond Road, Ltd., its _____ for the purposes and in the capacity
therein stated.

Notary Public in and for the
State of Texas

STATE OF TEXAS
COUNTY OF FORT BEND

This instrument is acknowledged before me on October, 28 2009 by Judge Robert
E. Hebert, Fort Bend County Judge for the purposes and in the capacity therein stated.




Notary Public in and for the
State of Texas