

# Property Acquisition Services, Inc.

November 25, 2009

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

11-17-09  
AGENDA ITEM  
#42 B 3)

**Re: Old Richmond Road Project**  
**Parcel 14E, 15E, 16E & 17E – JYW, LLC**

Dear Ms. Batts:

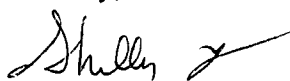
Please find enclosed the following referenced documents for signature and your review:

- 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 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 Johnson

Enclosures

*Any source  
as to form only  
FPC  
WJV  
12/1/09*

12-4-09 copy received

**Right of Way  
Invoice Transmittal**

<b>Date</b>	November 25, 2009		
<b>Requested By</b>	Mark Davis, Property Acquisition Services		
<b>Project Number</b>	N/A		
<b>Road Name</b>	Old Richmond Road	<b>Parcel #</b> 14E, 15E, 16E & 17E	
<b>Type of Expense</b>	<input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> Condemnation <input type="checkbox"/> Litigation Expense <input type="checkbox"/> Pipeline		
<b>Reimbursable Expense</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Agency</b> Fort Bend County
<b>Payee Vendor #</b>	13289	W-9 Required prior to closing for payment***	
<b>Payee</b>	Stewart Title Company		
<b>Payee's Address</b>	1980 Post Oak Blvd., Suite 110		
<b>Tax ID #</b>	Houston, TX 77056		
<b>Amount of Check</b>	\$49,263.95		
<b>Date Check is Needed By</b>	December 9, 2009	<b>Closing Date</b> December 11, 2009	
<b>Return Check To</b>	Paulette @ Engineering		
<b>Description</b>	Parcel 14E, 15E, 16E & 17E - JYW, LLC - 26,605 sq ft out of John Leverton Survey, A-402, Ft Bend County, Texas		
<b>Comments</b>			
<b>Accounting Unit</b>	100685888	<b>Account</b> 64600	
<b>Activity</b>	P685-06ROWPURCH	<b>Account Category</b> 32000	
<b>Purchase Order Number</b>			
<b>Requires CCT Approval?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Commissioner's Court Approval</b>			
<b>Date</b>	November 17, 2009		
<b>Reviewed by Requestor</b>	<u>Name</u> Mark Davis	<u>Date</u> November 25, 2009	
<b>Reviewed by Co. Attorney</b>			
<b>Reviewed by Engineering</b>	Paulette Batts	November 25, 2009	
<b>Reviewed by Co. Auditor</b>			

\*\*\*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: November 25, 2009

Check Needed By: December 9, 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: Old Richmond Road

**Payee: Stewart Title Company**

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

Payee's Tax ID/SS #: On File

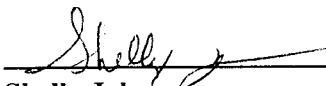
Amount of Check: **\$49,263.95**

Description: Parcel 14E, 15E, 16E & 17E - JYW, LLC - 26,605 sq ft out of  
John Levertson Survey, A-402, Ft Bend County, Texas

Comments:

**PLEASE RETURN CHECK TO PAULETTE BATTS**

Requested By:

  
\_\_\_\_\_  
**Shelly Johnson**

## WARRANTY DEED

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

§

THAT THE UNDERSIGNED, **JYW, LLC**, a Texas limited liability company, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of FORTY EIGHT THOUSAND THREE HUNDRED SEVENTY THREE DOLLARS (\$48,373.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibits "A, B, C & D", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time;: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable

environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (expect as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same 'AS IS', "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**JYW, LLC,**  
**a Texas limited liability company**

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

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Acknowledgement

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me in the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_ the \_\_\_\_\_ of JYW, LLC., a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

\_\_\_\_\_  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

\_\_\_\_\_

**After recording please return to:**

Property Acquisition Services, Inc.  
19855 Southwest Freeway., Suite 200  
Sugar Land, TX 77479

EXHIBIT A

COUNTY: FORT BEND  
HIGHWAY: OLD RICHMOND  
PROJECT LIMITS: W. AIRPORT BLVD. TO BOSS GASTON RD.

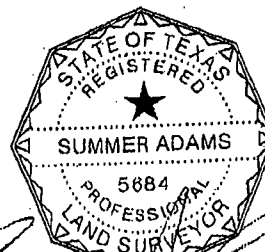
PROPERTY DESCRIPTION FOR TRACT 14-E

All that certain 236 square feet of land, out of the 1.667 acre tract described in the deed from Daisy McKaskle Potenza to Daisy McKaskle Potenza, Trustee recorded under Instrument No. 2000 045570, in the Official Public Records of Fort Bend County, Texas, in the John Leverton Survey, A-402, Fort Bend County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone)

**COMMENCING** at a 3/4" iron rod found (bent) for the southwest corner of the 1.0649 acre tract described in the deed from Daisy McKaskle Potenza to Fort Bend County, Texas recorded under Instrument No. 2005 035894, in the Official Public Records of Fort Bend County, Texas, from which a 3/4" iron rod found (bent) for the northwest corner of said 1.0649 acre tract bears North 00° 20' 12" East - 207.99'; THENCE South 00° 20' 12" West - 3.17', along the east right-of-way line of Old Richmond Road, to the northeast corner and **POINT OF BEGINNING** of the herein described tract;

1. **THENCE** North 87° 31' 12" East - 9.10', along the north line of said 1.667 acre tract, to a 5/8" iron rod with cap marked "PATE" set for the northeast corner of the herein described tract, common to a point on a non-tangent curve to the left having a radius of 1165.00', a central angle of 02° 44' 41", and a chord bearing and distance of South 09° 42' 42" West - 55.81';
2. **THENCE** along said curve to the left, an arc distance of 55.81'; to a 5/8" iron rod with cap marked "PATE" set for the end of curve, common to the south corner of the herein described tract;
3. **THENCE** North 00° 20' 12" East - 54.61', along the west line of said 1.667 acre tract, common to aforesaid east right-of-way line, to the **POINT OF BEGINNING** of the herein described tract and containing 236 square feet of land.

Prepared by:  
PATE SURVEYORS  
a division of  
Pate Engineers, Inc.  
Job No. 0570-018-00-542



Certification Date  
September 10, 2008

THIS LEGAL DESCRIPTION IS ISSUED IN CONJUNCTION WITH AN ON THE GROUND SURVEY CONDUCTED BY PATE SURVEYORS FROM JUNE TO SEPTEMBER, 2008. ALL 5/8" IRON RODS WITH CAP MARKED "PATE" WILL BE SET AT A LATER DATE PER CLIENTS INSTRUCTION.

0.2557 AC  
MAUDEL COOKSEY MALONE  
TO  
FORT BEND COUNTY, TEXAS  
INS. NO. 2005 087737, O.P.R.R.P.

0.0494 AC  
UNDREA NANNETTE COOKSEY  
TO  
FORT BEND COUNTY, TEXAS  
INS. NO. 2005 121138, O.P.R.R.P.

2.4237 AC  
LOT #7  
ALBERT COOKSEY, ET AL.  
TO  
UNDREA N. COOKSEY  
VOL. 932, PG. 29, D.R.F.B.C.

2.4238 AC  
LOT #8  
ALBERT COOKSEY, ET AL.  
TO  
SAM H.T. COOKSEY  
VOL. 932, PG. 33, D.R.F.B.C.

2.4231 AC  
DOROTHY MERY, ET AL.  
TO  
JAVIER MUNOZ, JR., ET UX  
INS. NO. 2006 040045

PROPOSED R.O.W.  
PROPOSED R.O.W.

OLD RICHMOND

ASPHALT

N 0°20'12" E  
207.99'

POB  
OLD RICHMOND  
TRACT 14-E  
236 SQUARE FEET  
PARENT TRACT INSET  
1 INCH = 200 FEET

6.449 AC.  
DAISY MCKASKLE POTENZA  
TO  
DAISY MCKASKLE POTENZA, TRUSTEE  
INS. NO. 2000 045570, O.P.R.R.P.

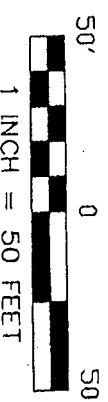
1.0649 AC.  
DAISY MCKASKLE POTENZA  
TO  
FORT BEND COUNTY, TEXAS  
INS. NO. 2005 035894, O.P.R.R.P.

TRACT 14-E  
236 SQUARE FEET  
1.667 AC.  
DAISY MCKASKLE POTENZA  
TO  
DAISY MCKASKLE POTENZA, TRUSTEE  
INS. NO. 2000 045570, O.P.R.R.P.

EXISTING ROW  
GRAVEL  
18" CORRUGATED PLASTIC PIPE

LINE	BEARING	DISTANCE
L1	N 87°31'12" E	9.10'
L2	N 00°20'12" E	54.61'
L3	S 00°20'12" W	3.17'

PARENT TRACT ACRES	R.O.W. TAKING AC/ST	REMAINDER
1.667 ACRES	0.0054 ACRE	1.6616 ACRES
	236 SQ. FT.	



**ABBREVIATION TABLE**  
POB POINT OF BEGINNING  
P.B. POINT OF BEGINNING  
D.A.F.C. DEED RECORDS OF FORT BEND COUNTY TEXAS  
O.P.R.P. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF FORT BEND COUNTY TEXAS

**SYMBOL LEGEND**  
○ FOUND MONUMENT (AS INDICATED)  
● SET 5/8" IRON ROD W/CAP MARKED "PATE" WILL BE SET AT A LATER DATE PER CLIENTS INSTRUCTION.

DATE	REVISION
7/09/08	ADDED ACRES TABLE

A PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS TRACT.  
BEARING CONVENTION NOTE:  
THE BEARING CONVENTION USED ON THIS SURVEY IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

**PATE SURVEYORS**  
A DIVISION OF PATE ENGINEERS, INC.  
12333 THE TRINITY, SUITE 200, HOUSTON, TX 77060-7703  
ROW PARCEL MAP

OLD RICHMOND  
TRACT 14-E  
IN THE JOHN LEVERTON SURVEY, A-402  
FORT BEND COUNTY, TEXAS

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1165.00'	02°44'41"	55.81'	S 09°42'42" W	55.81'

DATE	ISSUE	SCALE
7/09/08	NO. 1	1" = 50'
APPROVED FOR ISSUE:	JOE NO. 0570-018-00-542	



EXHIBIT B

COUNTY: FORT BEND  
HIGHWAY: OLD RICHMOND  
PROJECT LIMITS: W. AIRPORT BLVD. TO BOSS GASTON RD.

PROPERTY DESCRIPTION FOR TRACT 15-E

All that certain 233 square feet of land, out of the 6.449 acre tract described in the deed from Daisy McKaskle Potenza to Daisy McKaskle Potenza, Trustee recorded under Instrument No. 2000 045570, in the Official Public Records of Fort Bend County, Texas, in the John Leverton Survey, A-402, Fort Bend County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone)

**BEGINNING** at a 3/4" iron rod found (bent) for the southwest corner of the 1.0649 acre tract described in the deed from Daisy McKaskle Potenza to Fort Bend County, Texas recorded under Instrument No. 2005 035894, in the Official Public Records of Fort Bend County, Texas, (from which a 3/4" iron rod found (bent) for the northwest corner of said 1.0649 acre tract bears North 00° 20' 12" East - 207.99'), common to a point on a non-tangent curve to the right having a radius of 30.00', a central angle of 59° 42' 25", and a chord bearing and distance of North 30° 11' 23" East - 29.87';

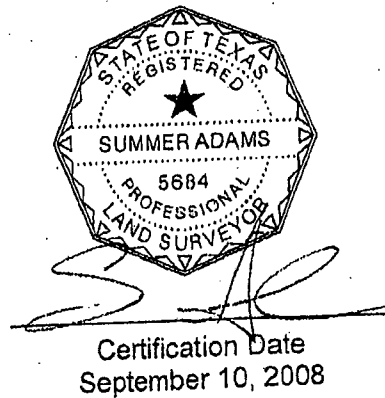
1. **THENCE** along said curve to the right, an arc distance of 31.26', to a 5/8" iron rod with cap marked "PATE" set for the end of curve, common to the north corner of the herein described tract;
2. **THENCE** South 12° 06' 38" West - 8.34', across said 6.449 acre tract, to a 5/8" iron rod with cap marked "PATE" set for a point on a non-tangent curve to the left having a radius of 1165.00', a central angle of 01° 01' 35", and a chord bearing and distance of South 11° 35' 50" West - 20.87';
3. **THENCE** along said curve to the left, an arc distance of 20.87', to a 5/8" iron rod with cap marked "PATE" set for the end of curve, common to the southeast corner of the herein described tract, in the south line of said 6.449 acre tract;
4. **THENCE** South 87° 31' 12" West - 9.10', along the south line of said 6.449 acre tract, to the southwest corner of the herein described tract, common to the southwest corner of said 6.449 acre tract;

September, 2008  
Tract 15-E  
Page 2 of 3 Pages

EXHIBIT B

5. **THENCE** North 00° 20' 12" East – 3.17', along the west line of said 6.449 acre tract, common to aforesaid east right-of-way line, to the **POINT OF BEGINNING** of the herein described tract and containing 233 square feet of land.

Prepared by:  
PATE SURVEYORS  
a division of  
Pate Engineers, Inc.  
Job No. 0570-018-00-542



THIS LEGAL DESCRIPTION IS ISSUED IN CONJUNCTION WITH AN ON THE GROUND SURVEY CONDUCTED BY PATE SURVEYORS FROM JUNE TO SEPTEMBER, 2008. ALL 5/8" IRON RODS WITH CAP MARKED "PATE" WILL BE SET AT A LATER DATE PER CLIENTS INSTRUCTION.

0.2557 AC  
MAUDEL COOKSEY MALONE  
TO  
FORT BEND COUNTY, TEXAS  
INS. NO. 2005 087737, O.P.R.R.P.

0.0494 AC  
UNDREA NANNETTE COOKSEY  
TO  
FORT BEND COUNTY, TEXAS  
INS. NO. 2005 121138, O.P.R.R.P.

2.4237 AC  
LOT #7  
ALBERT COOKSEY, ET AL.  
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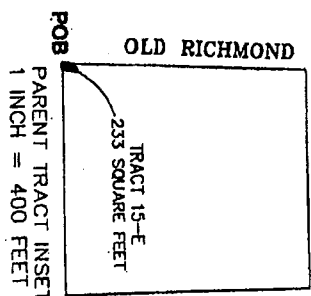
6.449 AC.  
DAISY MCKASKLE POTENZA  
TO  
DAISY MCKASKLE POTENZA, TRUSTEE  
INS. NO. 2000 045570, D.P.R.R.P.

6.449 AC.  
DAISY MCKASKLE POTENZA  
TO  
DAISY MCKASKLE POTENZA, TRUSTEE  
INS. NO. 2000 045570, D.P.R.R.P.

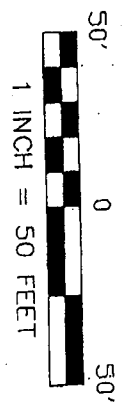
1.0649 AC.  
DAISY MCKASKLE POTENZA  
TO  
FORT BEND COUNTY, TEXAS  
INS. NO. 2005 035894, D.P.R.R.P.

**TRACT 15-E**  
**233 SQUARE FEET**

PARENT TRACT ACREAGE	R.O.W. TAKING AC/FT	REMAINDER
6.449 ACRES	0.0053 ACRE	6.444 ACRES
	233 SQ. FT.	



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	30.00'	59°42'25"	31.26'	N 30°11'23" E	29.87'
C2	1165.00'	01°01'35"	20.87'	S 11°35'50" W	20.87'



LINE	BEARING	DISTANCE
L1	S 12°06'38" W	8.34'
L2	S 87°31'12" W	9.10'
L3	N 00°20'12" E	3.17'

**ABBREVIATION TABLE**  
 POC POINT OF COMMENCING  
 POB POINT OF BEGINNING  
 D.R.F.C. DEED RECORDS OF FORT BEND COUNTY TEXAS  
 O.P.R.R.P. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF FORT BEND COUNTY TEXAS

**SYMBOL LEGEND**  
 ○ FOUND MONUMENT (AS INDICATED)  
 ⊙ SET 5/8" IRON ROD W/CAP MARKED "PATE" WILL BE SET AT A LATER DATE PER CLIENT'S INSTRUCTION.

DATE	REVISION
7/09/09	ADOPTED ACREAGE TABLE

A PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS TRACT.  
 BEARING CONVENTION NOTE:  
 THE BEARING CONVENTION USED ON THIS SURVEY IS BASED ON: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

**PATE SURVEYORS**  
 A DIVISION OF PATE ENGINEERS, INC.  
 13333 HWY 281, SUITE 200, HOUSTON, TX 77060-7013-4623178-524213-4623015-4623016-4623017  
**ROW PARCEL MAP**  
 OLD RICHMOND  
 TRACT 15-E  
 IN THE JOHN LEVERTON SURVEY, A-402  
 FORT BEND COUNTY, TEXAS  
 DRAWN BY: [blank] ISSUE DATE: JUNE 12, 2009 SCALE: 1" = 50'  
 APPROVED FOR ISSUE: JOB NO.: 0570-018-00-542

EXHIBIT C

COUNTY: FORT BEND  
HIGHWAY: OLD RICHMOND  
PROJECT LIMITS: W. AIRPORT BLVD. TO BOSS GASTON RD.

PROPERTY DESCRIPTION FOR TRACT 16-E

All that certain 0.4119 acre of land, out of the 6.449 acre tract described in the deed from Daisy McKaskle Potenza to Daisy McKaskle Potenza, Trustee recorded under Instrument No. 2000 045570, in the Official Public Records of Fort Bend County, Texas, in the John Leverton Survey, A-402, Fort Bend County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone)

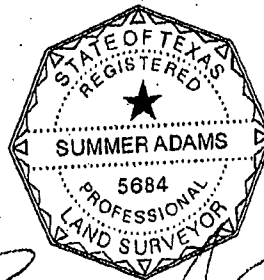
**BEGINNING** at a 3/4" iron rod found (bent) for the northwest corner of the 1.0649 acre tract described in the deed from Daisy McKaskle Potenza to Fort Bend County, Texas recorded under Instrument No. 2005 035894, in the Official Public Records of Fort Bend County, Texas;

1. **THENCE** North 00° 20' 12" East – 341.68', along the west line of said 6.449 acre tract, common to the east right-of-way line of Old Richmond Road, to a 1/2" iron rod found for the northwest corner of said 6.449 acre tract, common to the northwest corner of the herein described tract;
2. **THENCE** North 87° 33' 40" East – 23.82', along the north line of said 6.449 acre tract, to a 5/8" iron rod with cap marked "PATE" set for the northeast corner of the herein described tract, common to a point on a non-tangent curve to the left having a radius of 965.00', a central angle of 01° 22' 04", and a chord bearing and distance of South 09° 14' 44" East – 23.04';
3. **THENCE** along said curve to the left, an arc distance of 23.04', to a 5/8" iron rod with cap marked "PATE" set for the end of curve;
4. **THENCE** South 09° 55' 46" East – 116.11', across said 6.449 acre tract, to a 5/8" iron rod with cap marked "PATE" set for the Point of Curvature of a curve to the right having a radius of 635.00', a central angle of 22° 02' 23", and a chord bearing and distance of South 01° 05' 26" West – 242.76';
5. **THENCE** along said curve to the right, an arc distance of 244.26', to a 5/8" iron rod with cap marked "PATE" set for the end of curve;

EXHIBIT C

6. **THENCE** South  $12^{\circ} 06' 38''$  West – 14.14' to a 5/8" iron rod with cap marked "PATE" set for the southeast corner of the herein described tract;
7. **THENCE** North  $48^{\circ} 19' 26''$  West – 43.11' to the Point of Curvature of a curve to the right having a radius of 30.00', a central angle of  $47^{\circ} 51' 49''$ , and a chord bearing and distance of North  $23^{\circ} 35' 43''$  West – 24.34';
8. **THENCE** along said curve to the right, an arc distance of 25.06', to the **POINT OF BEGINNING** of the herein described tract and containing 0.4119 acre of land

Prepared by:  
PATE SURVEYORS  
a division of  
Pate Engineers, Inc.  
Job No. 0570-018-00-542

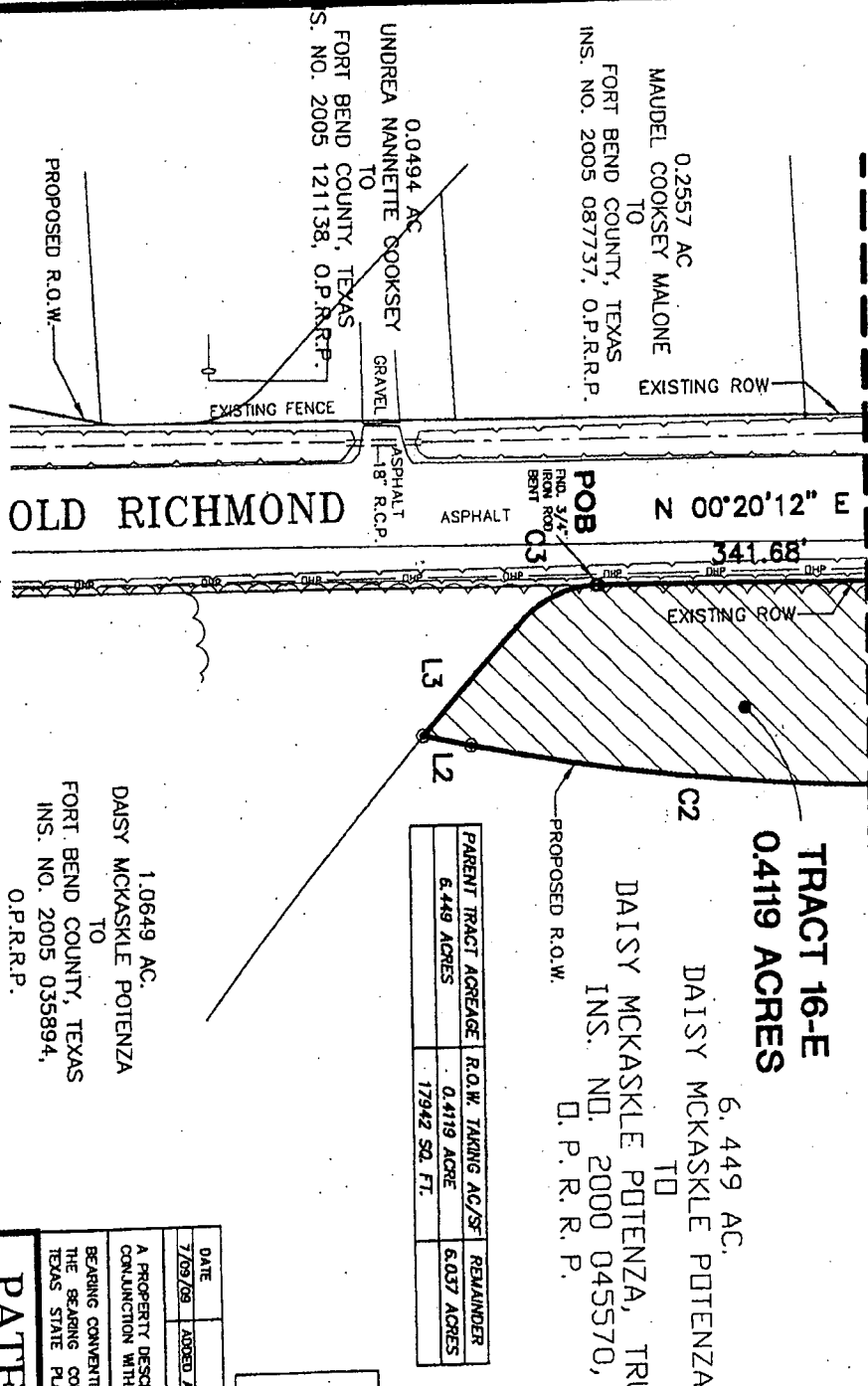
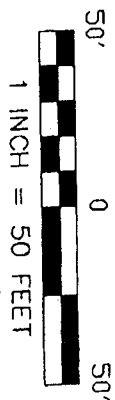


A handwritten signature in black ink, appearing to read "S. Adams", written over a horizontal line.

Certification Date  
September 10, 2008

THIS LEGAL DESCRIPTION IS ISSUED IN CONJUNCTION WITH AN ON THE GROUND SURVEY CONDUCTED BY PATE SURVEYORS FROM JUNE TO SEPTEMBER, 2008. ALL 5/8" IRON RODS WITH CAP MARKED "PATE" WILL BE SET AT A LATER DATE PER CLIENTS INSTRUCTION.

# MATCH LINE SHEET 4 OF 4



PARENT TRACT ACRES	R.O.W. TAKING AC/ST	REMAINDER
6.449 ACRES	0.4119 ACRES	6.037 ACRES
	17942 SQ. FT.	

ABBREVIATION	TABLE
POB	POINT OF BEGINNING
D.P.C.	DEED RECORDS OF FORT BEND COUNTY TEXAS
O.P.R.P.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF FORT BEND COUNTY TEXAS

SYMBOL	LEGEND
○	FOUND MONUMENT (AS INDICATED)
⊙	SET 5/8" IRON ROD W/CAP MARKED "PATE" WILL BE SET AT A LATER DATE PER CLIENT'S INSTRUCTION.

DATE	REVISION
7/09/09	ADDED ACRES TABLE

A PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS TRACT.

BEARING CONVENTION NOTE:  
THE BEARING CONVENTION USED ON THIS SURVEY IS BASED ON THE BEARING CONVENTION USED ON THIS SURVEY, SOUTH CENTRAL ZONE, TEXAS STATE PLANE COORDINATE SYSTEM.

**PATE SURVEYORS**  
A DIVISION OF PATE ENGINEERS, INC.  
13333 Red Meadows, Ste. 200, Houston, TX 77060-7613-4653178-76073462-2013 www.pate-engineers.com

**ROW PARCEL MAP**  
OLD RICHMOND  
TRACT 16-E

IN THE MILES M. BATTLE LEAGUE, A-9  
FORT BEND COUNTY, TEXAS

DATE	ISSUE	SCALE
06/12/2009	1" = 50'	
APPROVED FOR ISSUE		
JOB NO.: 0570-018-00-542		

LINE	BEARING	DISTANCE
L1	N 87°33'40" E	23.82'
L2	S 12°06'38" W	14.14'
L3	N 48°19'26" W	43.11'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	965.00'	01°22'04"	23.04'	S 09°14'44" E	23.04'
C2	635.00'	22°02'23"	244.26'	S 01°05'26" W	242.76'
C3	30.00'	47°51'49"	25.06'	N 23°35'43" W	24.34'

2.4237 AC  
LOT 2  
ALBERT COOKSEY, ET AL  
TO  
LAURA COOKSEY MALONE  
VOL. 932, PG. 9, D.R.H.C.

2.4238 AC  
CONSTABLE A.J. DORR  
PRECINCT 1,  
FORT BEND COUNTY, TEXAS  
TO  
ROY PARIKH  
INS. NO. 2004.022321,  
O.P.R.R.P.

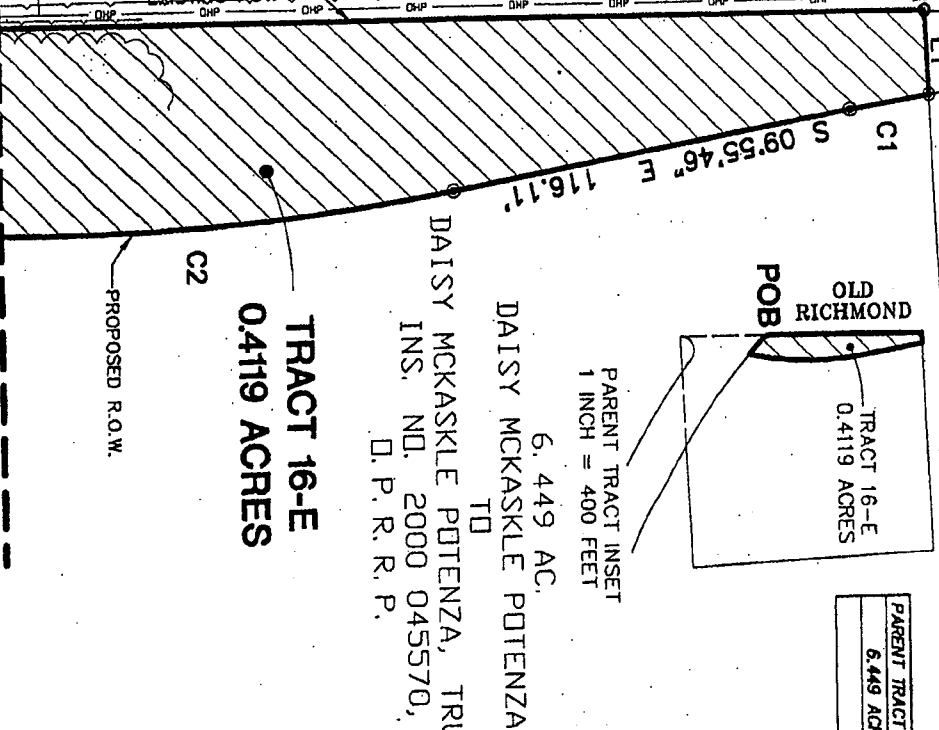
2.4236 AC  
LOT #5  
ALBERT COOKSEY, ET AL.  
TO  
THOMAS COOKSEY, JR.  
VOL. 932, PG. 21, D.R.F.B.C.

7.00 AC.  
DAISY MCKASKLE POTENZA  
TO  
DAISY MCKASKLE POTENZA, TRUSTEE  
INS. NO. 2000 045568,  
D. P. R. R. P.  
PROPOSED R.O.W.

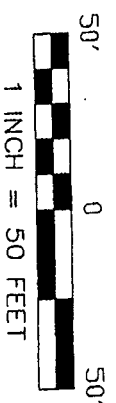
OLD RICHMOND  
341.68'  
N 00°20'12" E  
EXISTING ROW  
HEADWALL  
GRAVEL  
18" R.C.P.  
HEADWALL  
ASPHALT  
DHP

MATCH LINE

SHEET 3 OF 4



PARENT TRACT ACRES	R.O.W. TAKING AC/ST	REMAINDER
6.449 ACRES	0.4119 ACRES	6.037 ACRES
	17942 SQ. FT.	



**ABBREVIATION TABLE**  
POC POINT OF COMMENCING  
POB POINT OF BEGINNING  
D.R.F.C. DEED RECORDS OF FORT BEND COUNTY TEXAS  
O.P.R.R.P. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF FORT BEND COUNTY TEXAS

**SYMBOL LEGEND**  
○ FOUND MONUMENT (AS INDICATED)  
⊙ SET 5/8" IRON ROD W/CAP MARKED "PATE" WILL BE SET AT A LATER DATE PER CLIENTS INSTRUCTION.

DATE	REVISION
7/09/09	ADDED ACREAGE TABLE

A PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS TRACT.

**BEARING CONVENTION NOTE:**  
THE BEARING CONVENTION USED ON THIS SURVEY IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

**PATE SURVEYORS**  
A DIVISION OF PATE ENGINEERS, INC.  
13335 Hill Country Road, Suite 200, Austin, TX 78704-7013 (512) 452-3118 (512) 452-3115 www.patesurveyors.com

**OLD RICHMOND ROW PARCEL MAP**  
TRACT 16-E  
IN THE MILES M. BATTLE LEAGUE, A-9  
FORT BEND COUNTY, TEXAS

SHEET 4 OF 4

EXHIBIT D

COUNTY: FORT BEND  
HIGHWAY: OLD RICHMOND  
PROJECT LIMITS: W. AIRPORT BLVD. TO BOSS GASTON RD.

PROPERTY DESCRIPTION FOR TRACT 17-E

All that certain 0.1881 acre of land, out of the 7.00 acre tract described in the deed from Daisy McKaskle Potenza to Daisy McKaskle Potenza, Trustee recorded under Instrument No. 2000 045568, in the Official Public Records of Fort Bend County, Texas, in the John Leverton Survey, A-402, Fort Bend County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, South Central Zone)

**BEGINNING** at a 1/2" iron rod found for the northwest corner of said 7.00 acre tract, common to the northwest corner of the herein described tract;

1. **THENCE** North 88° 01' 37" East – 12.29', along the north line of said 7.00 acre tract, to a 5/8" iron rod with cap marked "PATE" set for the northeast corner of the herein described tract;
2. **THENCE** South 00° 26' 29" West – 485.53', across said 7.00 acre tract, to a 5/8" iron rod with cap marked "PATE" set for the Point of Curvature of a curve to the left having a radius of 965.00', a central angle of 09° 00' 10", and a chord bearing and distance of South 04° 03' 37" East – 151.47';
3. **THENCE** along said curve to the left, an arc distance of 151.63', to a 5/8" iron rod with cap marked "PATE" set for the end of curve, common to the southeast corner of the herein described tract;
4. **THENCE** South 87° 33' 40" West – 23.48', along the south line of said 7.00 acre tract, to a 1/2" iron rod found for the southwest corner of said 7.00 acre tract, common to the southwest corner of the herein described tract;

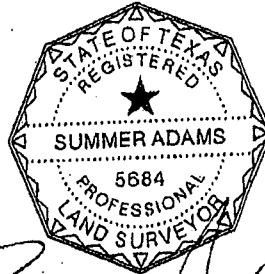


September, 2008  
Tract 17-E  
Page 2 of 4 Pages

EXHIBIT D

5. **THENCE** North 00° 22' 37" East – 637.20', along the west line of said 7.00 acre tract, common to aforesaid east right-of-way line, to the **POINT OF BEGINNING** of the herein described tract and containing 0.1881 acre of land.

Prepared by:  
PATE SURVEYORS  
a division of  
Pate Engineers, Inc.  
Job No. 0570-018-00-542

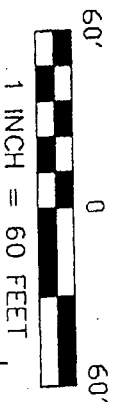


A handwritten signature in black ink, appearing to read "S. Adams", written over a horizontal line.

Certification Date  
September 10, 2008

THIS LEGAL DESCRIPTION IS ISSUED IN CONJUNCTION WITH AN ON THE GROUND SURVEY CONDUCTED BY PATE SURVEYORS FROM JUNE TO SEPTEMBER, 2008. ALL 5/8" IRON RODS WITH CAP MARKED "PATE" WILL BE SET AT A LATER DATE PER CLIENTS INSTRUCTION.

# MATCH LINE SHEET 4 OF 4



16.3257 AC  
JAMES LOUIS McFEE, et al  
TO  
SPRINT FORT BEND  
COUNTY LANDFILL, L.P.  
INS. NO. 9757250,  
O.P.R.R.P.

0.79 AC  
SADELL COOKSEY PERSONS  
TO  
SAM QUINN, JR.  
INS. NO. 2007 120197,  
O.P.R.R.P.

2.4237 AC  
LOT 2  
ALBERT COOKSEY, ET AL  
TO  
LAURA COOKSEY MALONE  
VOL. 932, PG. 9,  
D.R.H.C.

2.4238 AC  
CONSTABLE A.J. DORR  
PRECINCT 1, TEXAS  
FORT BEND COUNTY, TEXAS  
TO  
ROY PARIKH  
INS. NO. 2004 022321,  
O.P.R.R.P.

7.00 AC.  
DAISY MCKASKLE POTENZA  
TO  
DAISY MCKASKLE POTENZA,  
TRUSTEE  
INS. NO. 2000 045568,  
D. P. R. R. P.

**TRACT 17-E  
0.1881 ACRES**

6.449 AC.  
DAISY MCKASKLE POTENZA  
TO  
DAISY MCKASKLE POTENZA, TRUSTEE  
INS. NO. 2000 045570,  
D. P. R. R. P.

**OLD RICHMOND**  
N 00°22'37" E 637.20'

S 00°26'29" W 485.53'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	965.00'	09°00'10"	151.63'	S 04°03'37" E	151.47'

ABBREVIATION TABLE	
POB	POINT OF BEGINNING
POB	POINT OF BEGINNING
D.R.F.C.	DEED RECORDS OF FORT BEND COUNTY TEXAS
O.P.R.R.P.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF FORT BEND COUNTY TEXAS

SYMBOL LEGEND	
○	FOUND MONUMENT (AS INDICATED)
●	SET 5/8" IRON ROD W/CAP MARKED "PATE" WILL BE SET AT A LATER DATE PER CLIENTS INSTRUCTION.

PARENT TRACT ACRES	R.O.W. TAKING AC/SE	REMAINDER
7.00 ACRES	0.1881 ACRE	6.812 ACRES
	8194 SQ. FT.	

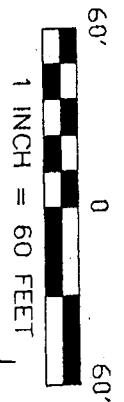
DATE	REVISION
7/09/09	ADDED ACREAGE TABLE

BEARING CONVENTION NOTE:  
THE BEARING CONVENTION USED ON THIS SURVEY IS BASED ON:  
TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

**PATE SURVEYORS**  
A DIVISION OF PATE ENGINEERS, INC.  
13335 Old Highway, Ste 200-Houston, TX 77060-7013-4083178 (F-2713423015 - www.pateengineers.com)

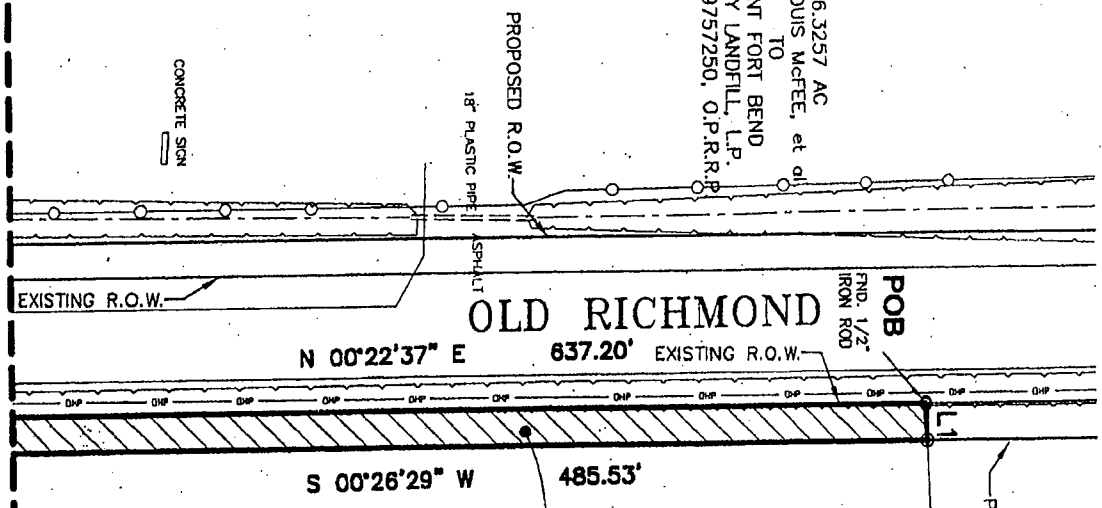
**ROW PARCEL MAP**  
OLD RICHMOND  
TRACT 17-E  
IN THE MILES M. BATTLE LEAGUE, A-9  
FORT BEND COUNTY, TEXAS

DATE: JUN 12, 2009  
ISSUE DATE: JUN 12, 2009  
JOB NO.: 0570-018-00-542



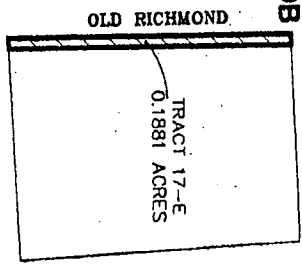
DAN VADEN MCKASKLE, II  
TO  
8.834 AC.  
SAKYNQ AUTO PARTS DISTRIBUTOR,  
INC.  
INS. NO. 2008 046755,  
D. P. R. R. P.

16.3257 AC  
JAMES LOUIS MCFEE, et al  
TO  
SPRINT FORT BEND  
COUNTY LANDFILL, L.P.  
INS. NO 9757250, O.P.R.R.P.



**TRACT 17-E**  
**0.1881 ACRES**

7.00 AC.  
DAISY MCKASKLE POTENZA  
TO  
DAISY MCKASKLE POTENZA,  
TRUSTEE  
INS. NO. 2000 045568,  
D. P. R. R. P.



**ABBREVIATION TABLE**

POB: POINT OF BEGINNING  
POB: POINT OF BEGINNING  
D.R.C.: DEED RECORDS OF FORT BEND  
COUNTY TEXAS  
O.P.R.R.P.: OFFICIAL PUBLIC RECORDS OF REAL  
PROPERTY OF FORT BEND COUNTY TEXAS

**SYMBOL LEGEND**

- FOUND MONUMENT (AS INDICATED)
- SET 5/8" IRON ROD W/CAP MARKED  
"PATE" WILL BE SET AT A LATER  
DATE PER CLIENTS INSTRUCTION.

PARENT TRACT ACRES	R.O.W. TAKING AC/SF	REMAINDER
7.00 ACRES	0.1881 ACRES	6.812 ACRES
	8194 SQ. FT.	

DATE	REVISION
7/09/09	ADDED ACRESAGE TABLE

A PROPERTY DESCRIPTION OF EVEN DATE HAS BEEN PREPARED IN CONJUNCTION WITH THIS TRACT.

BEARING CONVENTION NOTE: USED ON THIS SURVEY IS BASED ON: THE BEARING CONVENTION USED IN THE BEARING PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

**PATE SURVEYORS**  
A DIVISION OF PATE ENGINEERS, INC.

**ROW PARCEL MAP**

**TRACT 17-E**

**IN THE MILES M. BATTLE LEAGUE, A-9  
FORT BEND COUNTY, TEXAS**

DATE: 06/12/2009	SCALE: 1" = 60'
APPROVED FOR ISSUE	JOB NO.: 0570-018-00-542

**MATCH LINE**  
**SHEET 3 OF 4**

**SHEET 4 OF 4**

**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: 0915730458	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:** Fort Bend County

**E. Name & Address of Seller:** JYW, LLC, a Texas limited liability company

**F. Name & Address of Lender:**

**G. Property Location:** TRACT 14-E  
All that certain 238 square feet of land situated in the John Leverton survey, A-402, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

TRACT 15-E  
All that certain 233 square feet of land situated in the John Leverton Survey, A-402, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

TRACT 16-E  
All that certain 0.4119 acre tract of land situated in the John Leverton survey, A-402, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

TRACT 17-E  
All that certain 0.1881 acre tract of land situated in the John Leverton Survey, A-402, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

**H. Settlement Agent:** Marc LaRocca, 141-Stewart Title Company, 1980 Post Oak Blvd., Houston, TX 77056, (713)625-8702  
**Place of Settlement:** 1980 Post Oak Blvd., Houston, TX 77056


**I. Settlement Date:** 12/11/2009 **Proration Date:** None **Disbursement Date:** None

101. Contract sales price	\$48,373.00	401. Contract sales price	\$48,373.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$890.95	403.	
104.		404.	
105.		405.	
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	\$49,263.95	420. Gross Amount Due to Seller	\$48,373.00
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.	
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	\$0.00
301. Gross amount due from borrower (line 120)	\$49,263.95	601. Gross amount due to seller (line 420)	\$48,373.00
302. Less amounts paid by/for borrower (line 220)	\$0.00	602. Less reductions in amount due seller (line 520)	\$0.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$49,263.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$48,373.00

	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.		
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.		
901. Interest from		
902. Mortgage insurance premium for		
903. Hazard insurance premium for		
904.		
905.		
1001. Hazard insurance		
1002. Mortgage insurance		
1003. City property taxes		
1004. County property taxes		
1005. Annual assessments		
1006.		
1007.		
1008.		
1009.		
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	\$491.00	
Includes above item numbers:		
1109. Lender's coverage		
1110. Owner's coverage \$48,373.00 \$491.00		
1111. State of Texas Policy Guaranty Fee to Stewart Title Policy Guaranty Fee	\$5.00	
1112. Messenger Fee to Stewart Title Company	\$20.00	
1113. Tax Certificate to Stewart Title Company	\$64.95	
1201. Recording fees: Deed \$80.00; Release \$80.00	\$160.00	
1202. City/county tax/stamps:		
1203. State tax/stamps:		
1204.		
1205.		
1206.		
1301. Survey		
1302. Pest inspection		
1303.		
1304.		
1305.		
1306.		
1307.		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$890.95	\$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.

FORT BEND COUNTY

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

12/2/09

JYW, LLC, A TEXAS LIMITED LIABILITY COMPANY

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 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 Purchaser 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.

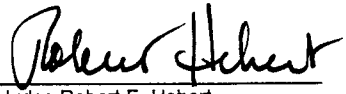
**SELLER(S):**

JYW, LLC, a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER (S):**

FORT BEND COUNTY

By:   
Judge Robert E. Hebert  
Fort Bend County Judge 12/2/09

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. 0915730458;

### **Brief Description of Property: Old Richmond Road, Tracts 14E, 15E, 16E, 17E**

#### **TRACT 14-E**

All that certain 236 square feet of land situated in the John Leverton survey, A-402, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

#### **TRACT 15-E**

All that certain 233 square feet of land situated in the John Leverton Survey, A-402, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

#### **TRACT 16-E**

All that certain 0.4119 acre tract of land situated in the John Leverton survey, A-402, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

#### **TRACT 17-E**

All that certain 0.1881 acre tract of land situated in the John Leverton Survey, A-402, 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.

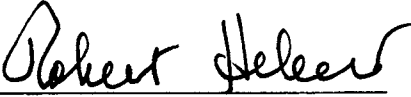
IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

**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 December 2, 2009.

FORT BEND COUNTY

By: 

Judge Robert E. Hebert  
Fort Bend County Judge

# **TAX AGREEMENT**

Stewart Title Company  
Houston, Texas

**GF#0915730458**

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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.

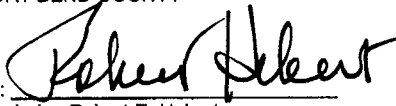
**SELLER(S):**

JYW, LLC, a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER (S):**

FORT BEND COUNTY

By:   
Judge Robert E. Hebert  
Fort Bend County Judge 12/2/09

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

**Is this a temporary address?**

If YES, please indicate until what date: \_\_\_\_\_

FORT BEND COUNTY

Date: 12/2/09

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. 0915730458

Taxpayer I. D. No. \_\_\_\_\_

**SELLER'S NAME and MAILING ADDRESS**

JYW, LLC, a Texas limited liability company

\_\_\_\_\_  
\_\_\_\_\_

**TRANSACTION INFORMATION**

Closing Date: \_\_\_\_\_

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**Contract Sales Price: \$48,373.00**

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.

JYW, LLC, a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION**

RE: Stewart Title of Houston GF No. 0915730458

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BEFORE ME, the undersigned authority, on this day personally appeared  
JYW, LLC, a Texas limited liability company  
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):**

JYW, LLC, a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this \_\_\_\_\_ day of

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of Texas