



Property Acquisition Services, Inc.

December 1, 2009

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

Re: FM 1464 Ph. II – 90/10 Project
Parcel 10 – Permanent School Fund/State of Texas

This will be approved next Tue. - need check by Dec 8 for closing on Dec 8

12-8-09
AGENDA ITEM
#29B Parcel 10

Dear Ms. Batts:

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

- Original Check Request
- Original Deed for County Attorney Review
- Original Title Company Documents/Disclosures:
 - Settlement Statement
 - Waiver of Inspection & Disclosure to Owner
 - Tax Agreement
 - Buyer Correspondence Information Form
 - Info for Real Estate 1099-S Report Filing
 - Affidavit as to Debts, Liens, & Possession
 - Notice to Purchasers 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 Johnson
Shelly Johnson

Enclosures

Approved as to form only as per ABC A/H 12/1/09 WA

12-1-09 copy received

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested: December 1, 2009

Check Needed By: December 8, 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

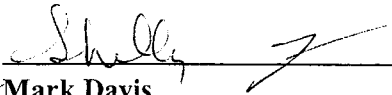
Amount of Check: **\$200,552.95**

Description: acres out of Jesse H. Cartwright League A-16, Ft Bend
County, Texas

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



for **Mark Davis**

**Right of Way
Invoice Transmittal**

Date	December 1, 2009	
Requested By	Mark Davis, Property Acquisition Services	
Project Number	764	
Road Name	FM 1464 Phase II	Parcel # 10
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	\$200,552.95	
Date Check is Needed By	December 8, 2009	Closing Date December 11, 2009
Return Check To	Paulette @ Engineering	
Description	Parcel 10 - Permanent School Fund, State of Texas - 5.909 acres out of Jesse H. Cartwright League A-16, Ft Bend County, Texas	
Comments		
Accounting Unit	100685888	Account 64600
Activity	P685-06ROWPURCH	Account Category 32000
Purchase Order Number		
Requires CCT Approval?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Commissioner's Court Approval Date	December 8, 2009	
Reviewed by Requestor	<u>Name</u> Mark Davis	<u>Date</u> December 1, 2009
Reviewed by Co. Attorney		
Reviewed by Engineering		
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

NOTICE OF CONFIDENTIALITY: 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 RECORD: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

DEED WITHOUT WARRANTY

STATE OF TEXAS § **KNOW ALL BY THESE**
§
COUNTY OF FORT BEND § **PRESENTS:**

That the **STATE OF TEXAS**, for use and benefit of the Permanent School Fund by and through Jerry E. Patterson, Commissioner of the Texas General Land Office and Chairman of the SCHOOL LAND BOARD (“Grantor”), by virtue of the authority vested by Texas Natural Resources Code § 51.012, 31.061 and Chapter 32, Subchapter G, for and in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the State of Texas for use and benefit of the Texas Department of Transportation (“Grantee”), whose mailing address is _____, the following described tract of land (the “Property”) in Ft. Bend County, Texas:

Being 5.909-acre (257,377 square feet) parcel of land, out of the J.H. Cartwright Survey, A-16, Fort Bend County, Texas and being more particularly described as shown in Exhibit “A” attached hereto, made a part hereof and incorporated herein.

TO HAVE AND TO HOLD, subject to the reservations and exceptions herein, the Property, together with all and singular the rights, improvements and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, without express or implied warranty. **All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.**

Grantors reserve all of the oil, gas and sulphur and other minerals in and under said land but waive any and all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the above described property and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of the State to take and use without additional compensation any water, stone, earth, gravel, caliche,

iron ore gravel or any other road building materials upon, in and under said land for the construction and maintenance of the State Highway System of Texas.

GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS" BASIS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE HAS INSPECTED THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING ALL IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME "AS IS" IN ITS EXISTING PHYSICAL CONDITION, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION OF THE STATE OF TEXAS, AS GRANTOR, INCLUDING THE GENERAL LAND OFFICE, THE SCHOOL LAND BOARD, OR ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY'S CONDITION. GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY. THE STATE OF TEXAS AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.

This conveyance is made subject to any and all existing covenants, conditions, reservations, restrictions, rights of way, easements, and leases affecting the Property, if any.

Witness my hand and seal of office effective this the ____ day of _____ 2009.

GRANTOR:

The **STATE OF TEXAS** for use and
Benefit of the Permanent School fund
by and through Jerry E. Patterson Commissioner (SEAL)
Texas General Land Office and Chairman of
The School Land Board

By: _____
Jerry E. Patterson Commissioner Texas General
Land Office and Chairman, School Land Board

After recording return to:
Legal Services Division
Texas General Land Office
1700 North Congress
Austin, Texas 78702

Approved:
contents: _____
legal: _____
Deputy: _____
Gen Counsel _____
Executive: _____

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 10

Being a 5.909 acre (257,377 square feet) parcel of land, out of the J.H. Cartwright Survey, A-16, Fort Bend County, Texas and being out of that calculated 293.984 acre Residue of 5,656.65 acre tract of land, described in a Deed dated 01-31-1935 from The State of Texas to Harlem State Farm, filed in the Fort Bend County Deed Records (F.B.C.D.R.) in Volume 152, Page 423 Fort Bend County, Texas, being more particularly described as follows:

COMMENCING at a found 3/4 inch iron rod with cap located at an angle point in the south line of the Residue of said 5,656.65 acre tract, also being in the north line of that certain 151.2 acre tract of land, described in a Deed dated 01-17-2008 from The State of Texas to LRI Investment Group, LTD, filed under Clerk's File No. 2008008821 in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.); thence as follows:

South 68°11'15" East, a distance of 2,222.54 feet, along the north line of said 151.2 acre tract and along the south line of the Residue of said 5,656.65 acre tract, to a set 5/8 inch iron rod with TxDOT Aluminum cap located in the proposed west right-of-way line of F.M. 1464 (width varies), marking the southwest corner and POINT OF BEGINNING of the herein described parcel; **

- 1) THENCE, North 00°27'50" West, a distance of 18.22 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **
- 2) THENCE, North 68°01'29" West, a distance of 81.95 feet, along the proposed southwest right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for a southwest corner of herein described parcel; **
- 3) THENCE, North 21°59'31" East, a distance of 60.00 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for a northwest corner of herein described parcel; **

EXHIBIT A

- 4) THENCE, South $68^{\circ}01'29''$ East, a distance of 9.18 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **
- 5) THENCE, North $45^{\circ}32'10''$ East, a distance of 61.64 feet, along the proposed northwest right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **
- 6) THENCE, North $00^{\circ}27'50''$ West, a distance of 274.85 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an angle point of herein described parcel; **
- 7) THENCE, North $02^{\circ}25'41''$ West, a distance of 328.76 feet, continuing along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for a point of curvature for the beginning of a curve to the right of herein described parcel; **
- 8) THENCE, northerly direction continuing along the proposed west right-of-way line of said F.M. 1464, with said curve to the right having a radius of 2,929.79 feet, a central angle of $00^{\circ}36'22''$ and chord which bears North $02^{\circ}07'30''$ West, 30.99 feet, an arc length of 30.99 feet to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **
- 9) THENCE, North $12^{\circ}25'16''$ West, a distance of 75.08 feet, along the proposed west right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **
- 10) THENCE, South $80^{\circ}11'41''$ West, a distance of 156.77 feet, along the proposed south right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for an interior corner of herein described parcel; **
- 11) THENCE, South, a distance of 100.16 feet, along the proposed east right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for a point for the beginning of a curve to the right of herein described parcel; **

EXHIBIT A

- 12) THENCE, in a southwesterly direction along the proposed south right-of-way line of said F.M. 1464, with said curve to the right having a radius of 483.15 feet, a central angle of $45^{\circ}29'51''$ and chord which bears South $63^{\circ}03'21''$ West, 373.66 feet, an arc length of 383.66 feet to a set 5/8 inch iron rod with TxDOT Aluminum cap for an angle point of herein described parcel; **
- 13) THENCE, North $67^{\circ}08'28''$ West, a distance of 566.61 feet, along the proposed southwest right-of-way line of said F.M. 1464, to a set 5/8 inch iron rod with TxDOT Aluminum cap for a southwest corner of herein described parcel; **
- 14) THENCE, North $05^{\circ}43'12''$ West, a distance of 60.03 feet, along the proposed west right-of-way line of said F.M. 1464, to the northwest corner of herein described parcel, being located in the south line of the Galveston County Water Authority Tract, filed in the F.B.C.D.R. in Volume 2059, Page 2245 Fort Bend County, Texas;
- 15) THENCE, North $84^{\circ}16'54''$ East, a distance of 336.29 feet, along the south line of said Galveston County Water Authority Tract, for an angle point of herein described parcel;
- 16) THENCE, North $82^{\circ}25'31''$ East, a distance of 728.51 feet, along the south line of said Galveston County Water Authority Tract, to the northeast corner of herein described parcel, being located in the existing west right-of-way line of F.M. 1464 (width varies) as described in Volume 275, Page 244 filed in the F.B.C.D.R.;
- 17) THENCE, South $00^{\circ}01'14''$ West, a distance of 182.23 feet, along the existing west right-of-way line of said F.M. 1464, to a point for the beginning of a curve to the left;
- 18) THENCE, in a southerly direction continuing along the existing west right-of-way line of said F.M. 1464, with said curve to the left having a radius of 2,904.79 feet, a central angle of $00^{\circ}40'31''$ and chord which bears South $02^{\circ}05'25''$ East, 34.24 feet, an arc length of 34.24 feet to the point of tangency;
- 19) THENCE, South $02^{\circ}25'41''$ East, a distance of 765.36 feet, continuing along the existing west right-of-way line of said F.M. 1464, to the southeast corner of herein described parcel;

EXHIBIT A

- 20) THENCE, North 68°11'15" West, a distance of 43.17 feet, along the south line of the Residue of said 5,656.65 acre tract and along the north line of said 151.2 acre tract, to the POINT OF BEGINNING and containing 5.909 acre (257,377 square feet) parcel of land.

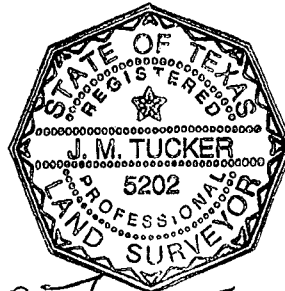
NOTE: The POINT OF BEGINNING of this description has coordinates of X=3,022,320.18 and Y=13,788,420.87; All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, NAD 83 (1993 Adj.). All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013.

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

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

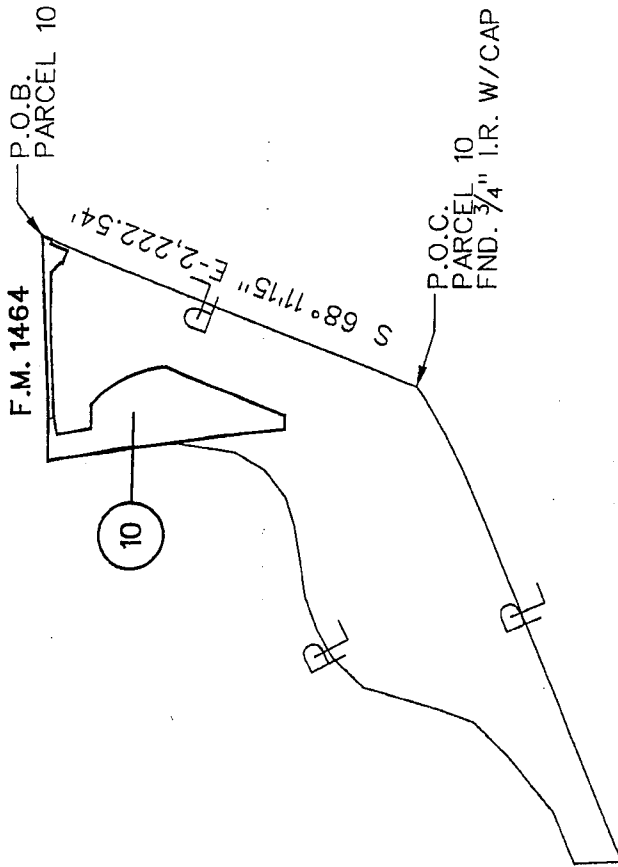
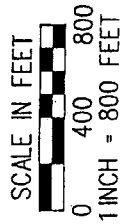
** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

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



J.M. Tucker
10/12/2009

J.H. CARTWRIGHT SURVEY A-16



PARENT TRACT INSET

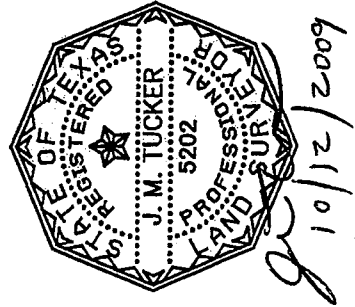
S/O-STATION OFFSET

- 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)

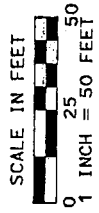
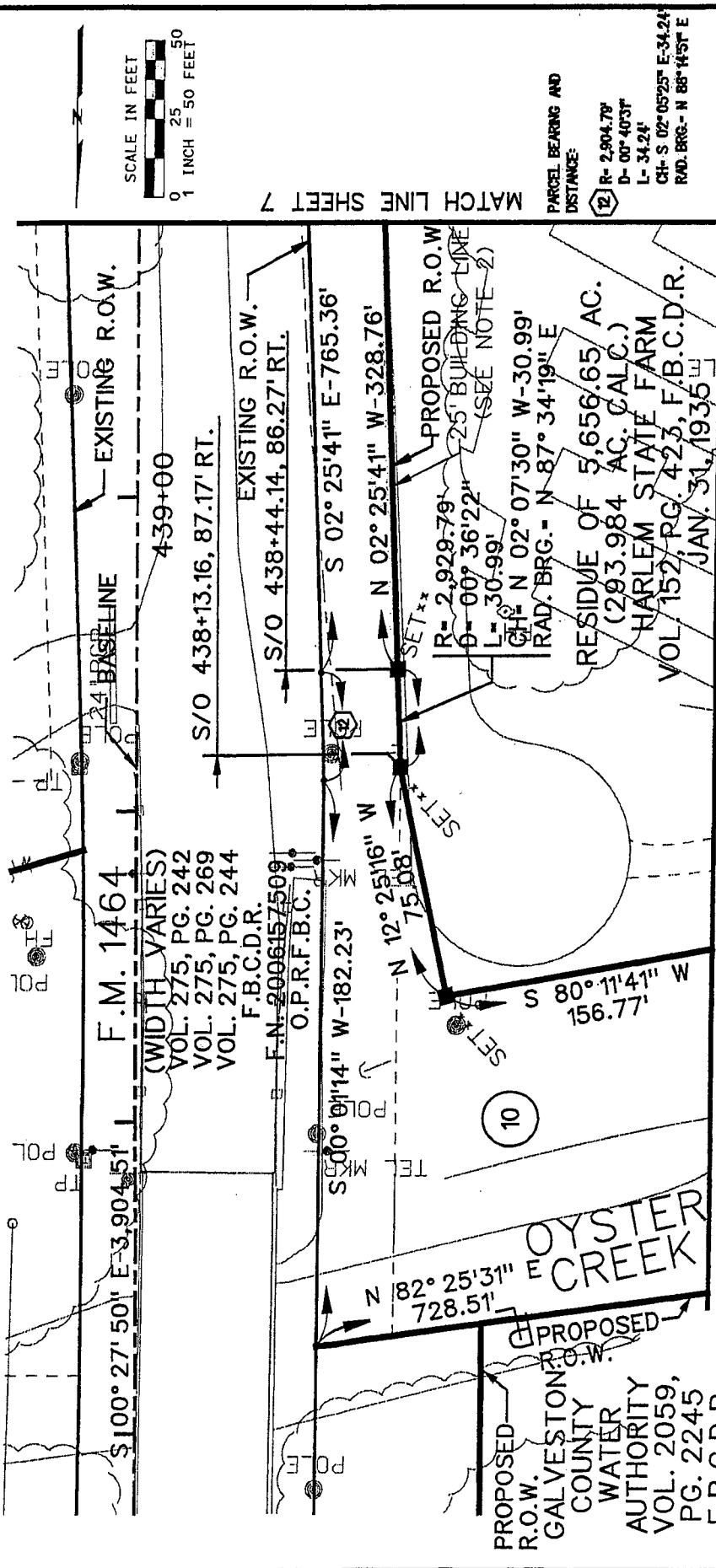
NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJ.). ALL DISTANCES AND COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.
2. CITY OF HOUSTON ORDINANCE No. 82-1010 AMENDED BY ORDINANCE No. 85-1878 H.C.C.F. No. N253886 O.P.R.P.H.C. AND AMENDED BY ORDINANCE No. 99-262
3. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
4. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

REVISIONS:		10. INCREASED ACREAGE	
1.	04/2008	-	REVISED PARCEL 10
2.	10/2008	-	REVISED PARCEL 10
EXISTING	TAKING AC/SF	REMAINDER AC/SF	RIGHT
293,984 AC. (CALC.)	5,909 AC.	288.075	
	257,377 SF		
WEISSER Engineering Co.		19500 Park Row, Suite 100 Houston, Texas 77084	
F.M. 1464			
PARCEL PLAT SHOWING PARCEL 10 FORT BEND COUNTY, TEXAS			
DATE: 08/2006		SCALE: 1" = 800'	
R.O.W. CSJ: 1415-02-041		JOB No. 1EE086	
		DWG. No. : P-10-1.DGN	



J.H. CARTWRIGHT SURVEY A-16



MATCH LINE SHEET 7

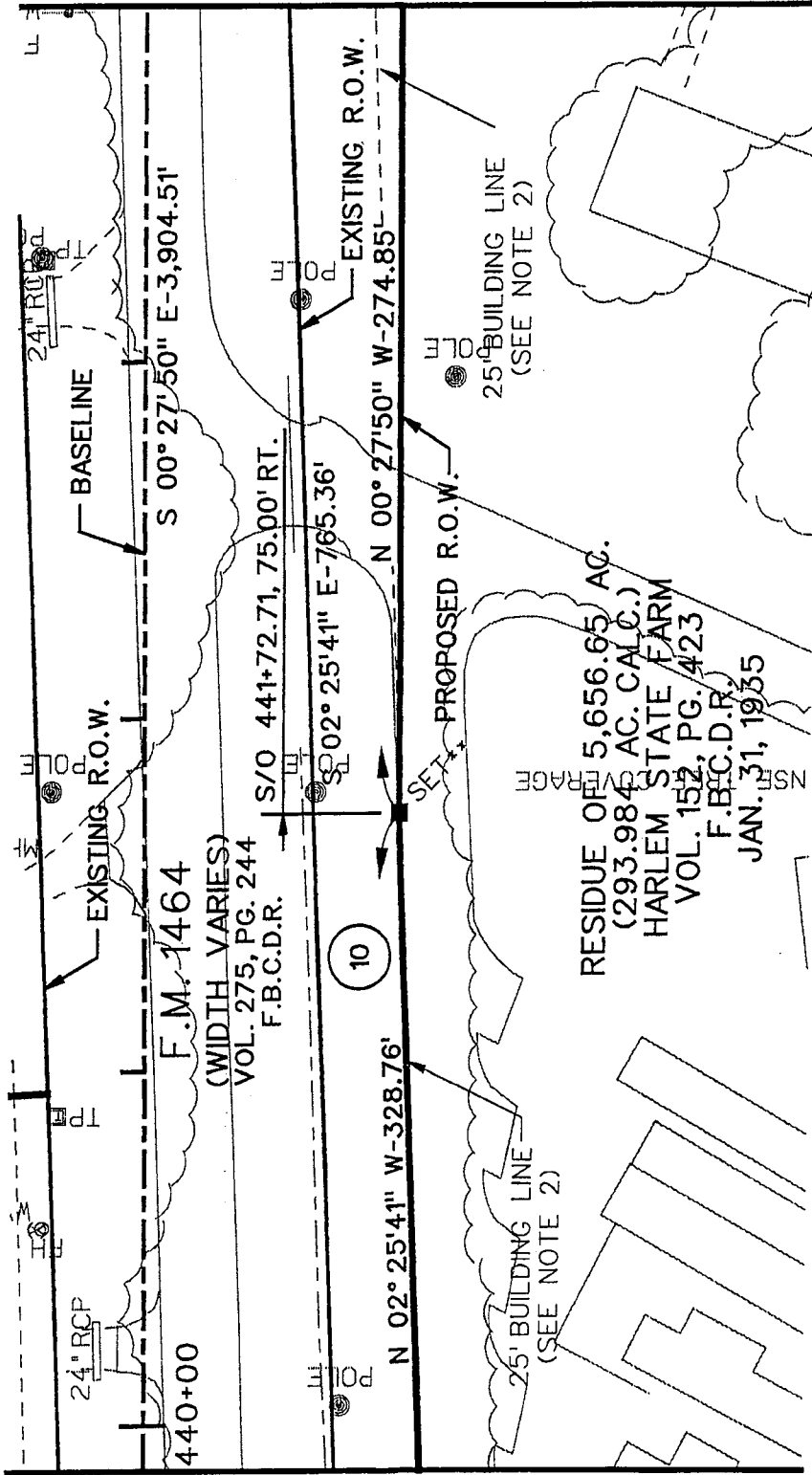
PARCEL BEARING AND DISTANCE:
 (2) R- 2,904.79'
 D- 00° 40' 31"
 L- 34.24'
 CH- S 02° 05' 25\" E-34.24'
 RAD. BRG.- N 88° 44' 57\" E

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

MATCH LINE SHEET 9

WBISSER Engineering Co.
 19500 Park Row, Suite 100
 Houston, Texas 77084
 (281) 579 - 7300
 F.M. 1464
 PARCEL PLAT SHOWING PARCEL 10
 FORT BEND COUNTY, TEXAS
 DATE: 08/2006 SCALE: = 1" = 50'
 JOB NO.: EE085
 R.O.W. CSJ: 1415-02-041 DWG. No.: P-010-2.DWG

J.H. CARTWRIGHT SURVEY A-16



MATCH LINE SHEET 6

MATCH LINE SHEET 8

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

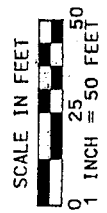
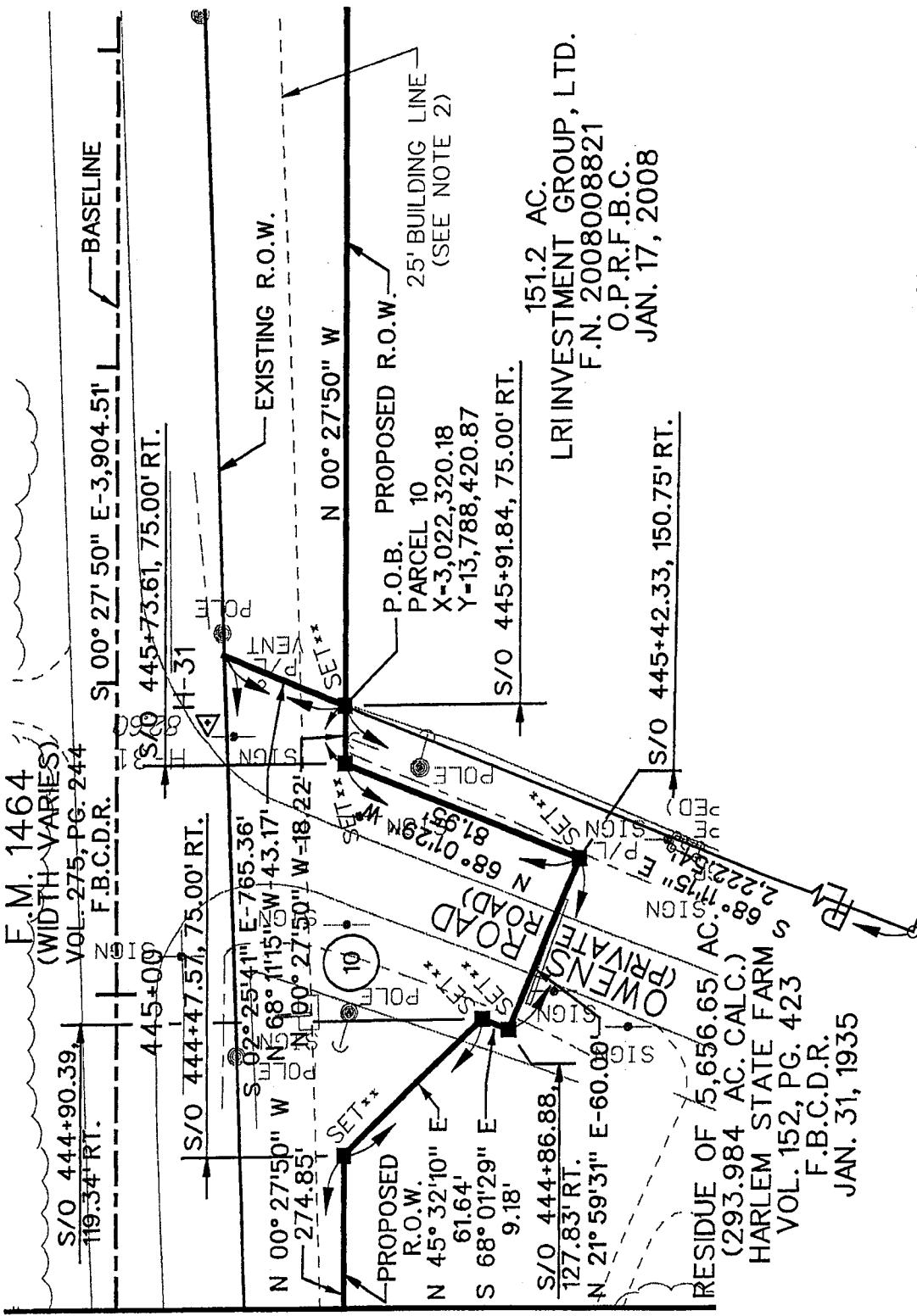
F.M. 1464

PARCEL PLAT SHOWING PARCEL 10
 FORT BEND COUNTY, TEXAS

DATE: 08/2006 SCALE: 1" = 50' JOB No: EE066
 R.O.W. CSJ: 1415-02-041 DWG. No.: P-010-3.DWG

J.H. CARTWRIGHT SURVEY A-16

F.M. 1464
(WIDTH VARIES)
VOL. 275, PG. 244
F.B.C.D.R.



MATCH LINE SHEET 7

151.2 AC.
LRI INVESTMENT GROUP, LTD.
F.N. 2008008821
O.P.R.F.B.C.
JAN. 17, 2008

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

P.O.C.
PARCEL 10
FND. 3/4" I.R.
W/CAP

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

F.M. 1464
PARCEL PLAT SHOWING PARCEL 10
FORT BEND COUNTY, TEXAS

DATE: 08/2006 SCALE: = 1" = 50' JOB No.: FEE086
R.O.W. CSJ: 1415-02-041 DWG. No.: P-010-4-06N

MATCH LINE SHEET 6

J.H. CARTWRIGHT SURVEY A-160

S/O 437.65.16, 257.41' RT.

S/O 438+65.32, 258.22' RT.

SOUTH-100.16'

PROPOSED R.O.W.

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

R= 483.15'
D= 45° 29' 51"
L= 383.66'
CH= S 63° 03' 21" W-373.66'
RAD. BRG.= N 49° 41' 34" W

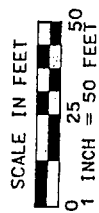
10

S 80° 11' 41" W
156.77'

ENSE TREE COVERAGE

PROPOSED R.O.W. N 82° 25' 31" E-728.51'

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



MATCH LINE SHEET 10

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

F.M. 1464
PARCEL PLAT SHOWING PARCEL 10
FORT BEND COUNTY, TEXAS

DATE: 08/20/06 SCALE: 1" = 50' JOB No. EE086
R.O.W. CSJ: 1415-02-041 DWG. No.: P-010-5-00A

SHEET 9 OF 12

MATCH LINE SHEET 9

J.H. CARTWRIGHT SURVEY A-16 ↙

R= 483.15'
D= 45° 29' 51"
L= 383.66'
CH= S 63° 03' 21" W-373.66'
RAD. BRG.= N 49° 41' 34" W

10

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

OYSTER CREEK
PROPOSED R.O.W. N 82° 25' 31" E-728.51'

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

PROPOSED R.O.W.

S/O 440+31.93.
592.68' RT.

N 67° 08' 28" W
566.61'

SET**

HM



MATCH LINE SHEET 11

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

F.M. 1464

PARCEL PLAT SHOWING PARCEL 10
FORT BEND COUNTY, TEXAS

DATE: 08/20/06 SCALE: = 1" = 50' JOB NO.: EEO86
R.O.W. CSJ: 1415-02-041 DWG. No. : P-010-6-DGN

MATCH LINE SHEET 10

J.H. CARTWRIGHT SURVEY A-16

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

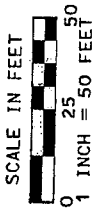
10

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

OYSTER CREEK
PROPOSED R.O.W.
N 82° 25' 31" E-728.51'
N 84° 16' 54" E
336.29'

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

MATCH LINE SHEET 12



POLE

POLE

PROPOSED R.O.W.
N 67° 08' 28" W-566.67'

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

F.M. 1464
PARCEL PLAT SHOWING PARCEL 10
FORT BEND COUNTY, TEXAS

DATE: 08/2006 SCALE: = 1" = 50' JOB No.: EEOB6
R.O.W. CSJ: 1415-02-041 DWG. No.: P-010-7.061

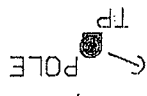
SHEET 11 OF 12

MATCH LINE SHEET 11

J.H. CARTWRIGHT SURVEY A-16

PROPOSED R.O.W.

N 67° 08' 28" W - 566.67'



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

OYSTER CREEK

PROPOSED R.O.W.
N 84° 16' 54" E - 336.29'

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

N 05° 43' 12" W - 60.03'



S/O 437+47.82, 1,118.49' RT.

S/O 438+07.60, 1,112.99' RT.



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

F.M. 1464
PARCEL PLAT SHOWING PARCEL 10
FORT BEND COUNTY, TEXAS

DATE: 08/2006 SCALE: 1" = 50' JOB No.: EED086
R.O.W. CSJ: 1415-02-041 DWG. No.: P-010-8.DGN

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.	
4. <input type="checkbox"/> VA		5. <input type="checkbox"/> Conv. ins.		6. <input type="checkbox"/> Other	
6. File Number: 08300377		7. Loan Number:		8. Mortgage Insurance Case Number:	
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.					
D. Name & Address of Borrower: The State of Texas					
E. Name & Address of Seller: The STATE OF TEXAS for use and Benefit of the Permanent School fund By and through Jerry E. Patterson Commissioner Texas General Land Office and Chairman of The School Land Board					
F. Name & Address of Lender:					
G. Property Location: Metes & Bounds FM 1484 - PARCEL 10 Being a 5.909 acre (257,377 square feet) parcel of land, out of the JESSE H. CARTWRIGHT LEAGUE, Abstract No. 16, situated in Fort Bend County, Texas and being out of that certain 293.984 acre Residue of a 5856.85 acre tract of land, described in a Special Warranty Deed dated 1-31-1835 from The State of Texas to Harlem State Farm, filed in the Fort Bend County Deed Records (F.B.C.D.R.) in Volume 152, Page 423 Fort Bend County, Texas.					
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 \$198,931.00					
102. Personal property					
103. Settlement charges to borrower (line 1400) \$1,621.95					
104.					
105.					
106. City/town taxes					
107. County taxes					
108. Assessments					
109.					
110.					
111.					
112.					
120. Gross Amount Due from Borrower		\$200,552.95		420. Gross Amount Due to Seller	
201. Deposit or earnest money					
202. Principal amount of new loan(s)					
203. Existing loan(s) taken subject to					
204.					
205.					
206.					
207.					
208.					
209.					
210. City/town taxes					
211. County taxes					
212. Assessments					
213.					
214.					
215.					
216.					
217.					
218.					
219.					
220. Total Paid by/for Borrower		\$0.00		520. Total Reduction Amount Due Seller	
301. Gross amount due from borrower (line 120) \$200,552.95					
302. Less amounts paid by/for borrower (line 220) \$0.00					
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower \$200,552.95					
601. Gross amount due to seller (line 420) \$198,931.00					
602. Less reductions in amount due seller (line 520) \$0.00					
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller \$198,931.00					

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. Loan Origination Fees			
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.			
809.			
810.			
811.			
812.			
813.			
900. Insurance Premiums			
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.			
905.			
1000. Property Taxes and Assessments			
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments		
1006.			
1007.			
1008.			
1009.			
1100. Settlement and Closing Fees			
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	\$1,372.00	
	Includes above item numbers:		
1109.	Lender's coverage		
1110.	Owner's coverage	\$198,931.00	\$1,372.00
1111.	Tax Certificate to Stewart Title Company		\$84.95
1112.	State of Texas Policy Guaranty Fee to Stewart Title Policy Guaranty Fee		\$5.00
1113.	Messenger Fee to Stewart Title Company		\$20.00
1200. Recording Fees			
1201.	Recording fees: Deed \$80.00; Other \$80.00		\$160.00
1202.	City/county tax/stamps:		
1203.	State tax/stamps:		
1204.			
1205.			
1206.			
1300. Other Fees			
1301.	Survey		
1302.	Pest inspection		
1303.			
1304.			
1305.			
1306.			
1307.			
1400.	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$1,621.95	\$0.00

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

THE STATE OF TEXAS
By: Robert E. Hebert
Judge Robert E. Hebert, Fort Bend County Judge
12/8/09

THE STATE OF TEXAS FOR USE AND BENEFIT OF THE PERMANENT SCHOOL FUND BY AND THROUGH JERRY E. PATTERSON COMMISSIONER TEXAS GENERAL LAND OFFICE AND CHAIRMAN OF THE SCHOOL LAND BOARD

By: _____
Jerry E. Patterson Commissioner Texas General Land Office and Chairman, School Land Board

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.

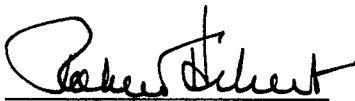
SELLER(S):

The STATE OF TEXAS for use and
Benefit of the Permanent School fund
By and through Jerry E. Patterson Commissioner
Texas General Land Office and Chairman of
The School Land Board

By: _____
Jerry E. Patterson Commissioner Texas
General Land Office and Chairman, School
Land Board

PURCHASER (S):

THE STATE OF TEXAS

By: 
Judge Robert E. Hebert
Fort Bend County Judge 12/8/09

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. 08300377;

Brief Description of Property: FM 1464 - PARCEL 10

Being a 5.909 acre (257,377 square feet) parcel of land, out of the JESSE H. CARTWRIGHT LEAGUE, Abstract No. 16, situated in Fort Bend County, Texas and being out of that certain 293.984 acre Residue of a 5656.65 acre tract of land, described in a Special Warranty Deed dated 01-31-1935 from The State of Texas to Harlem State Farm, filed in the Fort Bend county Deed Records (F.B.C.D.R.) in Volume 152, Page 423 Fort Bend County, Texas, and being more particularly described by metes and bounds in 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 December 8, 2009.

THE STATE OF TEXAS

By: 

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF#08300377

Brief Description of Property: FM 1464 - PARCEL 10

Being a 5.909 acre (257,377 square feet) parcel of land, out of the JESSE H. CARTWRIGHT LEAGUE, Abstract No. 16, situated in Fort Bend County, Texas and being out of that certain 293.984 acre Residue of a 5656.65 acre tract of land, described in a Special Warranty Deed dated 01-31-1935 from The State of Texas to Harlem State Farm, filed in the Fort Bend county Deed Records (F.B.C.D.R.) in Volume 152, Page 423 Fort Bend County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing because seller is a political subdivision of the State of Texas and no taxes have been assessed to the property since seller purchased the property.

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.

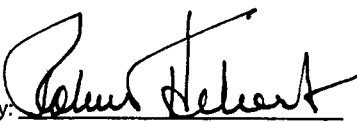
SELLER(S):

The STATE OF TEXAS for use and
Benefit of the Permanent School fund
By and through Jerry E. Patterson Commissioner
Texas General Land Office and Chairman of
The School Land Board

By: _____
Jerry E. Patterson Commissioner Texas
General Land Office and Chairman, School
Land Board

PURCHASER (S):

THE STATE OF TEXAS

By: 
Judge Robert E. Hebert
Fort Bend County Judge 12/8/09

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 08300377

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

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, Texas 77479
Attention: Shelly Johnson

Is this a temporary address?

YES

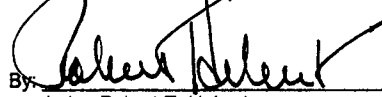
NO

If YES, please indicate until what date: _____

PHONE NUMBER: 281 – 343-7171

E-MAIL ADDRESS: sjohnson@pascorp.com

THE STATE OF TEXAS

By:  _____

Judge Robert E. Hebert
Fort Bend County Judge

Date: 12/8/09

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. 08300377

Taxpayer I. D. No. _____

SELLER'S NAME and MAILING ADDRESS

The STATE OF TEXAS for use and
Benefit of the Permanent School fund
By and through Jerry E. Patterson Commissioner
Texas General Land Office and Chairman of
The School Land Board

TRANSACTION INFORMATION

Closing Date: _____, _____, 2009

Brief Description of Property: FM 1464 - PARCEL 10

Being a 5.909 acre (257,377 square feet) parcel of land, out of the JESSE H. CARTWRIGHT LEAGUE, Abstract No. 16, situated in Fort Bend County, Texas and being out of that certain 293.984 acre Residue of a 5656.65 acre tract of land, described in a Special Warranty Deed dated 01-31-1935 from The State of Texas to Harlem State Farm, filed in the Fort Bend county Deed Records (F.B.C.D.R.) in Volume 152, Page 423 Fort Bend County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto.

Contract Sales Price: \$198,931.00

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? _____

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):

The STATE OF TEXAS for use and
Benefit of the Permanent School fund
By and through Jerry E. Patterson Commissioner
Texas General Land Office and Chairman of
The School Land Board

By: _____
Jerry E. Patterson Commissioner Texas
General Land Office and Chairman, School
Land Board

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08300377

Brief Description of Property: FM 1464 - PARCEL 10

Being a 5.909 acre (257,377 square feet) parcel of land, out of the JESSE H. CARTWRIGHT LEAGUE, Abstract No. 16, situated in Fort Bend County, Texas and being out of that certain 293.984 acre Residue of a 5656.65 acre tract of land, described in a Special Warranty Deed dated 01-31-1935 from The State of Texas to Harlem State Farm, filed in the Fort Bend county Deed Records (F.B.C.D.R.) in Volume 152, Page 423 Fort Bend County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared a representative of

The STATE OF TEXAS for use and Benefit of the Permanent School fund By and through Jerry E. Patterson Commissioner Texas General Land Office and Chairman of The School Land Board
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 the entity which he represents 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 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):

The STATE OF TEXAS for use and
Benefit of the Permanent School fund
By and through Jerry E. Patterson Commissioner
Texas General Land Office and Chairman of
The School Land Board

By: _____
Jerry E. Patterson Commissioner Texas
General Land Office and Chairman, School
Land Board

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 \$52,020,000.00.

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 - PARCEL 10

Being a 5.909 acre (257,377 square feet) parcel of land, out of the JESSE H. CARTWRIGHT LEAGUE, Abstract No. 16, situated in Fort Bend County, Texas and being out of that certain 293.984 acre Residue of a 5656.65 acre tract of land, described in a Special Warranty Deed dated 01-31-1935 from The State of Texas to Harlem State Farm, filed in the Fort Bend county Deed Records (F.B.C.D.R.) in Volume 152, Page 423 Fort Bend County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto.

SELLER(S):

The STATE OF TEXAS for use and
Benefit of the Permanent School fund
By and through Jerry E. Patterson Commissioner
Texas general Land Office and Chairman of
The School Land Board

By: _____
Jerry E. Patterson Commissioner Texas
General Land Office and Chairman, School
Land Board

Date: _____

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

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

PURCHASER(S):

THE STATE OF TEXAS

By: *Robert Hebert*
Judge Robert E. Hebert *12/8/09*
Fort Bend County Judge

STATE OF TEXAS
COUNTY OF _____

This instrument is acknowledged before me on _____, 2009 by Jerry E. Patterson Commissioner Texas General Land Office and Chairman of The School Land Board for the purposes and in the capacity therein stated.

Notary Public in and for the
State of Texas

STATE OF TEXAS
COUNTY OF *Ft Bend*

This instrument is acknowledged before me on *December 8*, 2009 by Judge Robert E. Hebert, Fort Bend County Judge for the purposes and in the capacity therein stated.

D'neal Krisch
Notary Public in and for the
State of Texas

