

Property Acquisition Services, Inc.

February 12, 2010

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

Court Date 1-26-10
AGENDA ITEM # 40 B 2
parcel 3

Re: FM 1464 Ph. II – 90/10 Project
Parcel 003 – HQ 1464, LLC

Dear Ms. Batts:

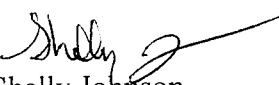
Please find enclosed the following referenced documents for signature and your review:

- 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
 - Notice to Purchasers of Real Property – MUD 25
 - Notice to Purchasers

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
Project Coordinator

Enclosures

*Approved as to
Form only by FBC
Affge [Signature]
WNV
2/15/2010*

2-19-10
copy received

**Right of Way
Invoice Transmittal**

Date	February 12, 2010		
Requested By	Property Acquisition Services		
Project Number	764		
Road Name	FM 1464 Phase II	Parcel # 003	
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	\$14,386.95		
Date Check is Needed By	February 25, 2010	Closing Date	February 26, 2010
Return Check To	Paulette @ Engineering		
Description	Parcel 003 - HQ 1464, LLC - 0.0315 acres out of Jesse H. Cartwright League A-16, Ft Bend County, Texas		
Comments			
Accounting Unit	100685888	Account 64500	
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	January 26, 2010		
Reviewed by Requestor	<u>Name</u> Mark Davis	<u>Date</u> February 12, 2010	
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

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Invoice Transmittal**

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Requested By	Property Acquisition Services		
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Purchase Order Number			
Requires CCT Approval?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Commissioner's Court Approval			
Date	January 12, 2010		
Reviewed by Requestor	<u>Name</u> Mark Davis	<u>Date</u> February 12, 2010	
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

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested: February 12, 2010

Check Needed By: February 25, 2010

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: **\$14,386.95**

Description: Parcel 003 - HQ 1464, LLC - 0.0315 acres out of Jesse H.
Cartwright League A-16, Ft Bend County, Texas

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



Shelly Johnson

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



Form ROW-N-14

Rev. 8/2003

Replaces Forms D-15-11, D-15-14, D-15-141, D-15-142,
ROW-N-12PT, ROW-N-14, ROW-N-141, and ROW-N-142

GSD-EPC

Page 1 of 3

Parcel 003

DEED

THE STATE OF TEXAS

§

§

COUNTY OF FORT BEND

§

WHEREAS, the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203, 224, and 361 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, **HQ 1464 LLC.**, a Texas limited liability company of the County of Fort Bend, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of THIRTEEN THOUSAND SEVEN HUNDRED FORTY AND NO/100 Dollars (\$13,740.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Fort Bend, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes. The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expenses of litigation.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: N/A.

Grantors covenant and agree to remove the above-described improvements from said land within thirty (30) days of closing, subject, however, to such extensions of time as may be granted by Grantee, its successor and assigns, in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the Grantee, its successors and assigns, forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same;

however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project (hereafter called highway facility) to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part, shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such highway facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2010.

HQ 1464 LLC, a Texas limited liability company

Signature

Printed Name

Title

Corporate Acknowledgment

State of Texas

County of _____

This instrument was acknowledged before me this _____ day of _____, 2010 by

_____, the _____ of HQ 1464 LLC, a Texas

limited liability company, on behalf of said company.

Notary Public's Signature

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

EXHIBIT A

County: Fort Bend
Highway: F.M. 1464
Project Limits: Shiloh Lake Drive to State Highway 99
ROW CSJ: 1415-02-041

Property Description for Parcel 3 (Parts 1 and 2)

Being a 0.0315 acre (1,374 square feet) parcel of land, out of the J.H. Cartwright Survey, A-16, Fort Bend County, Texas and located in that certain 8.0617 acre Residue of 61.645 acre tract of land, described in a Special Warranty Deed dated 11-23-1993 from Texas Commerce Bank National Association to Old Richmond Road, Ltd., filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 9379573, being more particularly described as follows:

Part 1

COMMENCING at a found 5/8 inch iron rod located at a southeast corner of the Residue of said 61.645 acre tract, also being a interior corner of that certain 7.999 acre tract of land also being Restricted Reserve "A" of Stratford Park Village Four, described in a Deed dated 08-15-2001 from US Home Corporation to Villages Of Stratford Park Community Association, Inc., filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 2001077726; thence as follows:

North 87°41'11" West, a distance of 300.00 feet, along the south line of the Residue of said 61.645 acre tract and a north line of said 7.999 acre tract, to a found 5/8 inch iron rod located in the existing right-of-way of F.M. 1464 (width varies) as described in Volume 275, Page 253 and Volume 275, Page 244 filed in the Fort Bend County Deed Records (F.B.C.D.R.), marking the southeast corner and POINT OF BEGINNING of the herein described parcel;

- 1) THENCE, North 87°41'11" West, a distance of 35.00 feet, continuing along the south line of the Residue of said 61.645 acre tract and along the existing east right-of-way line of said F.M. 1464 (width varies) to the southwest corner of herein described parcel;
- 2) THENCE, North 02°15'12" East, a distance of 30.36 feet, to the northwest corner of herein described parcel, being located in the existing right-of-way of said F.M. 1464 (width varies);

EXHIBIT A

- 3) THENCE, South 87°43'40" East, a distance of 35.01 feet, to a set 5/8 inch iron rod with TxDOT Aluminum cap for the northeast corner of herein described parcel, being located in the existing east right-of-way line of said F.M. 1464 (width varies); **
- 4) THENCE, South 02°16'20" West, a distance of 30.38 feet, along the proposed east right-of-way line of said F.M. 1464 and the east line of herein described parcel, to the POINT OF BEGINNING and containing 0.0244 acre (1,063 square feet) parcel of land for Part 1.

NOTE: The Point of Beginning of this description Part 1 has coordinates of X=3,022,540.85 and Y=13,793,824.97

Part 2

COMMENCING at a found 5/8 inch iron rod located at a southeast corner of the Residue of said 61.645 acre tract, also being a interior corner of that certain 7.999 acre tract of land also being Restricted Reserve "A" of Stratford Park Village Four, described in a Deed dated 08-15-2001 from US Home Corporation to Villages Of Stratford Park Community Association, Inc., filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 2001077726; thence as follows:

North 87°41'11" West, a distance of 300.00 feet, along the south line of the Residue of said 61.645 acre tract and a north line of said 7.999 acre tract, to a found 5/8 inch iron rod located in the existing right-of-way of F.M. 1464 (width varies) as described in Volume 275, Page 253 and Volume 275, Page 244 filed in the Fort Bend County Deed Records (F.B.C.D.R.);

North 02°16'20" East, a distance of 654.25 feet, along the west line of the Residue of said 61.645 acre tract and the existing east right-of-way line of said F.M. 1464 (width varies), to a set 5/8 inch iron rod with TxDOT Aluminum cap marking the southwest corner and POINT OF BEGINNING of the herein described parcel; **

- 1) THENCE, North 02°16'20" East, a distance of 25.00 feet, continuing along the west line of the Residue of said 61.645 acre tract and along the existing east right-of-way line of said F.M. 1464 (width varies) to the northwest corner of herein described parcel;

EXHIBIT A

- 2) THENCE, North $87^{\circ}32'13''$ East, a distance of 25.00 feet, along the north line of the Residue of said 61.645 acre tract and the south right-of-way line of Old Richmond Road (width varies) filed in the O.P.R.F.B.C. in Slide Number 1255A and Volume 2627, Page 123 to a set 5/8 inch iron rod with TxDOT Aluminum cap for the northeast corner of herein described parcel; **
- 3) THENCE, South $44^{\circ}54'17''$ West, a distance of 36.79 feet, along the proposed east right-of-way line of said F.M. 1464 and the southeast line of herein described parcel, to the POINT OF BEGINNING and containing 0.0071 acre (311 square feet) parcel of land for Part 2 and a total of 0.0315 acre (1,374 square feet) of land.

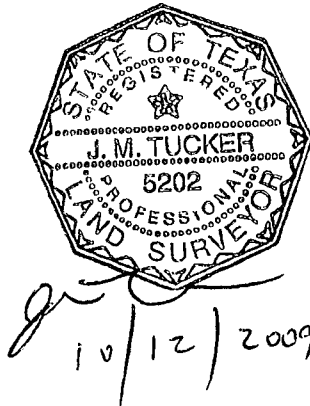
NOTE: The POINT OF BEGINNING of this description Part 2 has coordinates of $X=3,022,566.78$ and $Y=13,794,478.71$; All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, NAD 83 (1993 Adj.). All distances and coordinates shown are surface and may be converted to grid 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.

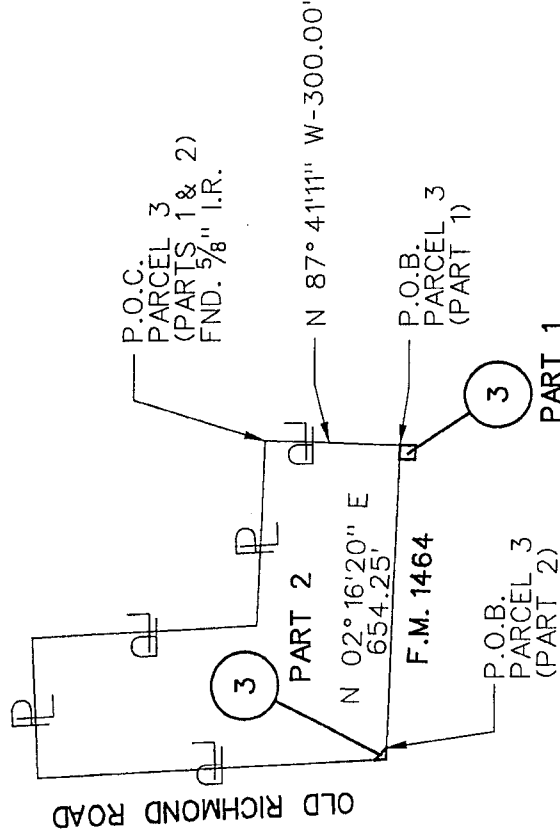
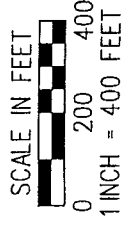
NOTE: Access will be permitted to the remainder property abutting the highway facility.

** 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



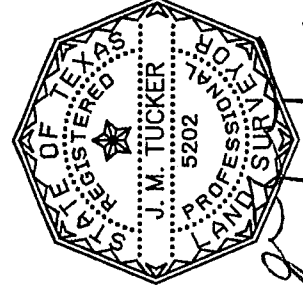
J.H. CARTWRIGHT SURVEY A-16



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)



10/12/2009

NOTES:

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

REVISIONS:
1. 10/2009 - REVISED PARCEL 3

EXISTING	TAKING AC/SF	REMAINDER ACRES
8.0617 AC. (CALC.)	PART 1 0.0244 AC. 1.063 SF	8.0302
	PART 2 0.0071 AC. 311 SF	

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

F.M. 1464
SURVEY PLAT OF PARCEL 3 (PART 1 & 2)
FORT BEND COUNTY, TEXAS

DATE: 08/20/06 SCALE: = 1" = 50' JOB No.: EE086
R.O.W. CSJ: 1415-02-041 DWG. No.: P-03-1-DGN

J.H. CARTWRIGHT SURVEY - A-16

RESIDUE OF 61.645 AC.
(8.0617 AC. CALC.)

OLD RICHMOND ROAD, LTD
F.N. 9379573, O.P.R.F.B.C.
NOV. 23, 1993

1.0903 AC.
SUNLAKE LIMITED
F.N. 2000053516
O.P.R.F.B.C.
JUNE 27, 2000

OLD RICHMOND ROAD
(WIDTH VARIES)
SLIDE NO. 1255A
VOL. 2627, PG. 123
O.P.R.F.B.C.

SCALE IN FEET
0 25 50
1 INCH = 50 FEET

P.O.C.

PARCEL 3
(PART 2)

FND. 5/8" I.R.

PARCEL 2
(PART 2)

X-3,022,566.78

Y-13,794,478.71

10' WATERLINE ESMT.

F.N. 9752529

O.P.R.F.B.C.

N 02° 16' 20" E-654.25'

EXISTING R.O.W.

S/O 385+29.21, 60.39' LT.

S/O 385+02.05, 85.20' LT.

25' BUILDING LINE
(SEE NOTE 2)

S 02° 29' 21" W-3609.04'

F.M. 1464 385+00

(WIDTH VARIES)

VOL. 275, PG. 253

VOL. 275, PG. 244

F.B.C.D.R.

POLE

POLE

POLE

PARCEL BEARING AND
DISTANCE:

- ① N 02° 16' 20" E-25.00'
- ② N 87° 32' 13" E-25.00'
- ③ S 44° 54' 17" W-36.79'

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

F.M. 1464
SURVEY PLAT OF PARCEL 3 (PART 1 & 2)
FORT BEND COUNTY, TEXAS

DATE: 08/20/06 SCALE: = 1" = 50' JOB No.: EE086
R.O.W. CSJ: 1415-02-041 DWG. No.: P-03-2-DGN

J.H. CARTWRIGHT SURVEY A-16

RESIDUE OF 61.645 AC.
(8.0617 AC. CALC.)
OLD RICHMOND ROAD, LTD
F.N. 9379573
O.P.R.F.B.C.
NOV. 23, 1993

25' BUILDING LINE
(SEE NOTE 2)

P.O.B.
PARCEL 3
(PART 1)
X-3,922,540.85
Y-13,793,824.97

S 02°16'20" W-30.38'

10' WATERLINE ESMT.
F.N. 9752529
O.P.R.F.B.C.

S/O 391+53.07, 62.75' LT.
S/O 391+83.45, 62.86' LT.

N 87°41'11" W-35.00'

PART 1

N 02°15'12" E-30.36'

390+00

F.M. 1464
(WIDTH VARIES)
VOL. 275, PG. 253
VOL. 275, PG. 244
F.B.C.D.R.

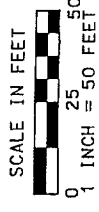
BASELINE


14' UTILITY ESMT.
SLIDE NO. 1703A
P.R.F.B.C.

RESTRICTED
RESERVE "A"
0.020 AC.

STRAITFORD
TOWN LANE
(50' R.O.W.)

P.O.C.
PARCEL 3
FND. 5/8" I.R.
SLIDE NO. 1703A
P.R.F.B.C.
RESTRICTED
RESERVE "A"
VILLAGES OF STRAITFORD PARK
COMMUNITY ASSOCIATION, INC.
F.N. 200107726
O.P.R.F.B.C.
AUG. 15, 2001



 WEISSER Engineering Co. 19500 Park Row, Suite 100 Houston, Texas 77084 (281) 579 - 7300	
F.M. 1464	
SURVEY PLAT OF PARCEL 3 (PART 1 & 2)	
FORT BEND COUNTY, TEXAS	
DATE: 08/2006	SCALE: = 1" = 50'
JOB No.: EE086	
R.O.W. CSJ: 1415-02-041	DWG. No.: P-03-3-DGN

A. Settlement StatementU.S. Department of Housing
and Urban DevelopmentOMB Approval No. 2502-0265
(expires 11/30/2009)**B. Type of Loan**1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins. ☐ Other6. File Number:
08300369

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 by either the: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS); 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:

HQ 1464, LLC, a Texas limited liability company

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

Brief Property Description - FM 1464 PARCEL 3:

Being a 0.0315 acre (1,374 square feet) parcel of land, out of the J.H. Cartwright Survey, A-16, Fort Bend County, Texas, and located in that certain 8.0817 acre Residue of 61.645 acre tract of land, described in a Special Warranty Deed dated January 23, 1993 from Texas Commerce Bank National Association to Old Richmond Road, Ltd., filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 9379573.

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:

2/26/2010

Proration Date:

None

Disbursement Date:

None

J. Summary of Borrower's Transaction**K. Summary of Seller's Transaction**

100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	\$13,740.00	401. Contract sales price	\$13,740.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$846.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	\$14,386.95	420. Gross Amount Due to Seller	\$13,740.00
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	\$0.00	520. Total Reduction Amount Due Seller	\$0.00
300. Cash at Settlement from/to Borrower		600. Cash at Settlement from/to Seller	
301. Gross amount due from borrower (line 120)	\$14,386.95	601. Gross amount due to seller (line 420)	\$13,740.00
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	\$14,386.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$13,740.00

L: Settlement Charges			
700. Total Sales/Broker's Commission		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:			
701.			
702.			
703.	Commission paid at settlement		
704.			
800. Items Payable In Connection with Loan			
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.			
809.			
810.			
811.			
812.			
813.			
900. Items Required by Lender to Be Paid in Advance			
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.			
905.			
1000. Reserves Deposited with Lender			
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments		
1006.			
1007.			
1008.			
1009.			
1100. Title Charges			
1101.	Settlement or closing fee		
1102.	Abstract or title search to Stewart Title Company	\$150.00	
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation		
1106.	Notary fees		
1107.	Attorney's fees to		
	Includes above item numbers:		
1108.	Title Insurance to Stewart Title Company	\$257.00	
	Includes above item numbers:		
1109.	Lender's coverage		
1110.	Owner's coverage \$13,740.00 \$257.00		
1111.	Tax Certificate to Stewart Title Company	\$64.95	
1112.	Messenger Fee to Stewart Title Company	\$20.00	
1113.	State of Texas Policy guaranty Fee to Stewart Title Policy Guaranty Fee	\$5.00	
1200. Government Recording and Transfer Charges			
1201.	Recording fees: Deed \$50.00; Other \$100.00	\$150.00	
1202.	City/county tax/stamps:		
1203.	State tax/stamps:		
1204.			
1205.			
1206.			
1300. Additional Settlement Charges			
1301.	Survey		
1302.	Pest inspection		
1303.			
1304.			
1305.			
1306.			
1307.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		\$646.95	\$0.00

2/1/2010 8:36:21 AM

File Number: 08300369

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 settlement agent does not warrant or represent the accuracy of information provided by third parties, including that information provided on page 3 of this HUD form or POC items, and the parties hold harmless the settlement agent as to any inaccuracy of such matters.

The State of Texas

Judge Robert E. Hebert, 2-17-2010
Harris County Judge

HQ 1464, 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 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.

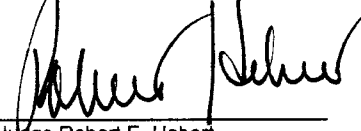
SELLER(S):

HQ 1464, LLC, a Texas limited liability
company

By: _____
Name: _____
Title: _____

PURCHASER (S):

THE STATE OF TEXAS

By: 
Judge Robert E. Hebert
Fort Bend County Judge 2-17-10

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. 08300369;

Brief Description of Property: FM 1464 - PARCEL 3

Being a 0.0315 acre (1,374 square feet) parcel of land, out of the J.H. Cartwright Survey, A-16, Fort Bend County, Texas, and located in that certain 8.0617 acre Residue of 61.645 acre tract of land, described in a Special Warranty Deed dated January 23, 1993 from Texas Commerce Bank National Association to Old Richmond Road, Ltd., filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 9379573.

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 February, 17, 2010.

THE STATE OF TEXAS

By: 

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF#08300369

Brief Description of Property: FM 1464 - PARCEL 3

Being a 0.0315 acre (1,374 square feet) parcel of land, out of the J.H. Cartwright Survey, A-16, Fort Bend County, Texas, and located in that certain 8.0617 acre Residue of 61.645 acre tract of land, described in a Special Warranty Deed dated January 23, 1993 from Texas Commerce Bank National Association to Old Richmond Road, Ltd., filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 9379573.

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 in 2002.

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.

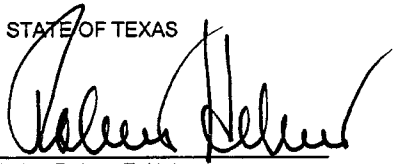
SELLER(S):

HQ 1464 LLC, a Texas limited liability
company

By: _____
Name: _____
Title: _____

PURCHASER (S):

THE STATE OF TEXAS

By: 
Judge Robert E. Hebert
Fort Bend County Judge 2-17-10

GF NO. 08300369

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

YES X
NO

E-MAIL ADDRESS: sjohnson@pascorp.com

By: Judge Robert E. Hebert
Fort Bend County Judge

Date: 2-17-10

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. 08300369

Taxpayer I. D. No. _____

SELLER'S NAME and MAILING ADDRESS

HQ 1464, LLC

TRANSACTION INFORMATION

Closing Date: _____, _____, 2010

Brief Description of Property: FM 1464 - PARCEL 3

Being a 0.0315 acre (1,374 square feet) parcel of land, out of the J.H. Cartwright Survey, A-16, Fort Bend County, Texas, and located in that certain 8.0617 acre Residue of 61.645 acre tract of land, described in a Special Warranty Deed dated January 23, 1993 from Texas Commerce Bank National Association to Old Richmond Road, Ltd., filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 9379573.

Contract Sales Price: \$13,740.00

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):

HQ 1464, LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08300369

Brief Description of Property: FM 1464 - PARCEL 3

Being a 0.0315 acre (1,374 square feet) parcel of land, out of the J.H. Cartwright Survey, A-16, Fort Bend County, Texas, and located in that certain 8.0617 acre Residue of 61.645 acre tract of land, described in a Special Warranty Deed dated January 23, 1993 from Texas Commerce Bank National Association to Old Richmond Road, Ltd., filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 9379573.

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

HQ 1464 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 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):

HQ 1464, LLC, a Texas limited liability
company

By: _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of
_____, 2010.

Notary Public in and for
The State of Texas

GF NO. 08300369

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 \$0.82 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 3

Being a 0.0315 acre (1,374 square feet) parcel of land, out of the J.H. Cartwright Survey, A-16, Fort Bend County, Texas, and located in that certain 8.0617 acre Residue of 61.645 acre tract of land, described in a Special Warranty Deed dated January 23, 1993 from Texas Commerce Bank National Association to Old Richmond Road, Ltd., filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 9379573.

SELLER(S):

HQ 1464 LLC, a Texas limited liability
company

By: _____
Name: _____
Title: _____

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: _____

Judge Robert E. Hebert
Fort Bend County Judge

2-17-10

STATE OF TEXAS

COUNTY OF _____

This instrument is acknowledged before me on _____, 2010 by _____
of HQ 1464 LLC, a Texas limited liability company, its _____ for the
purposes and in the capacity therein stated.

Notary Public in and for the
State of Texas

STATE OF TEXAS

COUNTY OF Fort Bend

This instrument is acknowledged before me on FEBRUARY 17, 2010 by Judge Robert
E. Hebert, Fort Bend County Judge for the purposes and in the capacity therein stated.

D'neal Krusch

Notary Public in and for the
State of Texas



NOTICE TO PURCHASERS

GF No. 08300369

THE STATE OF TEXAS }
COUNTY OF _____ }

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

Those recorded under Clerk's File No. 2006108687 of the County Clerk Official Records of Fort Bend County, Texas, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to handicap, but does not discriminate against handicapped persons.

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

Brief Description of Property: FM 1464 - PARCEL 3

Being a 0.0315 acre (1,374 square feet) parcel of land, out of the J.H. Cartwright Survey, A-16, Fort Bend County, Texas, and located in that certain 8.0617 acre Residue of 61.645 acre tract of land, described in a Special Warranty Deed dated January 23, 1993 from Texas Commerce Bank National Association to Old Richmond Road, Ltd., filed in the Official Public Records Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 9379573.

SELLER(S):

HQ 1464 LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

Date: _____

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

PURCHASER (S):

THE STATE OF TEXAS

By: [Signature]
Judge Robert E. Hebert, Fort Bend County Judge
2-17-10

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on Feb 17, 2010 by _____
of HQ 1464 LLC, a Texas limited liability company, its _____.

Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF Fort Bend

This instrument was acknowledged before me on February 17, 2010, by Judge Robert E. Hebert, Fort Bend County Judge.

[Signature]
Notary Public in and for the State of Texas

