



# Property Acquisition Services, Inc.

February 26, 2010

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

2/23/2010  
AGENDA ITEM 36 B  
Parcel 3

**Re: FM 359 – 90/10 Project**  
**Parcel 003 – CVS Pharmacy, Inc.**

Dear Ms. Batts:

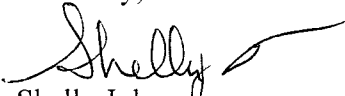
Please find enclosed the following referenced documents for signature and your review:

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

At this time, we ask that the County have 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  
AK office  
by W 3/1/10*

3-3-10 COPY received

**Right of Way  
Invoice Transmittal**

<b>Date</b>	February 26, 2010		
<b>Requested By</b>	Property Acquisition Services		
<b>Project Number</b>	N/A		
<b>Road Name</b>	FM 359	<b>Parcel #</b> 003	
<b>Type of Expense</b>	<input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> Condemnation <input type="checkbox"/> Litigation Expense <input type="checkbox"/> Pipeline		
<b>Reimbursable Expense</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>Agency</b> TxDOT
<b>Payee Vendor #</b>	13289	W-9 Required prior to closing for payment***	
<b>Payee</b>	Stewart Title Company		
<b>Payee's Address</b>	1980 Post Oak Blvd., Suite 110		
<b>Tax ID #</b>	Houston, TX 77056		
<b>Amount of Check</b>	\$246,979.95		
<b>Date Check is Needed By</b>	March 10, 2010	<b>Closing Date</b>	March 12, 2010
<b>Return Check To</b>	Paulette @ Engineering		
<b>Description</b>	Parcel 003 - CVS Pharmacy, Inc. - 0.3517 acres out of Randall Jones League, A-42, Ft Bend County, Texas		
<b>Comments</b>			
<b>Accounting Unit</b>	100685888	<b>Account</b> 64500	
<b>Activity</b>	P685-06ROWPURCH	<b>Account Category</b> 32000	
<b>Purchase Order Number</b>			
<b>Requires CCT Approval?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Commissioner's Court Approval Date</b>	February 23, 2010		
	<u>Name</u>	<u>Date</u>	
Reviewed by Requestor	Mark Davis	February 26, 2010	
Reviewed by Co. Attorney	WAV	3/1/10	
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 26, 2010

Check Needed By: March 10, 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 359 - 90/10 Project

**Payee: Stewart Title Company**

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

Payee's Tax ID/SS #: On File

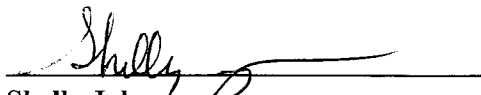
Amount of Check: **\$246,979.95**

Description: Parcel 003 - CVS Pharmacy, Inc. - 0.3517 acres out of  
Randall Jones League, A-42, 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, **CVS PHARMACY, INC.** 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 TWO HUNDRED FORTY FIVE THOUSAND ONE HUNDRED FIFTY TWO AND NO/100 Dollars (\$245,152.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Fort Bend, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

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

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

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

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

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

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2010.

**CVS PHARMACY, INC.**

\_\_\_\_\_  
By

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

\_\_\_\_\_  
Title

**Corporate Acknowledgment**

State of Texas

County of \_\_\_\_\_

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

\_\_\_\_\_, the \_\_\_\_\_ of CVS Pharmacy, Inc., on

behalf of said corporation.

\_\_\_\_\_  
Notary Public's Signature

**After recording please return to:**

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

EXHIBIT A

County: Fort Bend  
Highway: FM 359  
Project Limits: US 90 A to Jones Creek  
RCSJ: 0543-02-056

## PROPERTY DESCRIPTION FOR PARCEL 3

Being a 0.3517 acre (15,322 square feet) parcel of land out of a called 1.683 acre tract of land in the Randall Jones League, Abstract 42, Fort Bend County, Texas; said 1.683 acre tract being conveyed to CVS Corporation and recorded under County Clerk's File No. 2005068051 of the Official Public Records of Fort Bend County (O.P.R.F.B.C.), Texas dated June 9, 2005; said 0.3517 acre parcel being more particularly described as follows:

COMMENCING at a found  $\frac{3}{4}$  inch iron rod at the northwest corner of said 1.683 acre tract, said corner also being the southeasterly interior corner of adjoining residue of 119.34 acre tract (28.308 acres) as conveyed to Old South Plantation, Inc., and recorded under File No. 9722234 of the O.P.R.F.B.C., Fort Bend County, Texas; thence as follows:

South  $0^{\circ} 48' 25''$  East a distance of 224.81 feet, along the westerly line of said 1.683 acre tract to a  $\frac{5}{8}$  inch iron rod with TxDOT aluminum cap set on the proposed north right-of-way line for FM 359 (120 feet wide) for the POINT OF BEGINNING marking the westerly northwest corner of the herein described parcel having surface coordinates X= 3,002,918.95, and Y= 13,791,624.65;

- 1) THENCE, North  $89^{\circ} 13' 03''$  East a distance of 200.40 feet along the proposed north right-of-way line of FM 359 to a  $\frac{5}{8}$  inch iron rod with TxDOT aluminum cap set at the proposed southwesterly cut corner at the intersection of proposed north right-of-way line of FM 359 and the proposed west right-of-way line of Farmer Road (width varies); \*\*
- 2) THENCE, North  $47^{\circ} 59' 57''$  East a distance of 89.04 feet for the northeast cut corner at the intersection of proposed north right-of-way line of FM 359 and the proposed west right-of-way line of Farmer Road, to a set  $\frac{5}{8}$  inch iron rod with TxDOT aluminum cap; \*\*
- 3) THENCE, North  $2^{\circ} 27' 58''$  West a distance of 79.16 feet along the proposed west right-of-way line of Farmer Road to a set  $\frac{5}{8}$  inch iron rod with TxDOT aluminum cap at an angle point in said proposed Farmer Road west right-of-way line; \*\*
- 4) THENCE, North  $0^{\circ} 58' 03''$  East a distance of 87.17 feet along the proposed west right-of-way line of Farmer Road to a set  $\frac{5}{8}$  inch iron rod with TxDOT aluminum cap for the northerly northwest corner of the herein described parcel;

EXHIBIT A

- 5) THENCE, North 89° 11' 33" East a distance of 43.92 feet to a 5/8 inch iron rod with cap found at the northeast corner of the herein described parcel same being the northeast corner of the said 1.683 acre tract on the existing west right-of-way line of Farmer Road (occupied width 70 feet);
- 6) THENCE, South 02° 26' 50" East a distance of 204.42 feet along the easterly line of said 1.683 acre tract also being the west right-of-way line of existing Farmer Road to an angle point being the northeasterly southeast corner of the herein described parcel and said 1.683 acre tract;
- 7) THENCE, South 43° 34' 47" West a distance of 41.65 feet to a found 5/8 inch iron rod with cap for the southwesterly southeast corner of the herein described parcel, and said 1.683 acre tract;
- 8) THENCE, South 89° 11' 35" West a distance of 288.45 feet along the south line of said 1.683 acre tract also being common with the north line of a 3.675 acre tract (called 3.33 acre) conveyed to Old South Plantation, Inc., Et Al, by deed dated April 7, 1997 and recorded under County Clerk's File No. 9722234, of O.P.R.F.B.C., Fort Bend County, Texas and the probate records of Fort Bend County, Texas dated July 16, 1986, to a found 5/8 inch iron rod with cap for the southwest corner of the herein described parcel, also being the southwest corner of said 1.683 acre tract;
- 9) THENCE, North 0° 48' 07" West a distance of 9.29 feet along the west line of said 1.683 acre tract to the POINT OF BEGINNING of the herein described parcel containing 0.3517 acre (15,321 square feet).


All bearings and coordinates are based on the Texas State Plane Coordinate System, South Central Zone NAD 83 (1993 Adjustment). All distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013.

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

The field survey was completed in May 2006

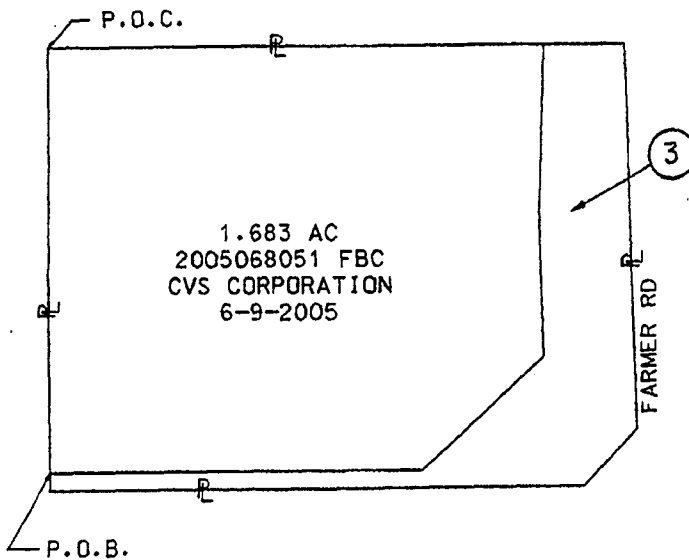
Access will not be prohibited to the remainder property abutting the Highway facility.

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

  
Bahong Kuo  
Registered Professional Land Surveyor  
Texas Reg. No. 5270







*Bahong Kuo*  
8/29/2006

PARCEL	EXISTING	TAKING	REMAINING
3	1.683 AC.	0.3517 AC. 15,322 S.F.	1.331

#### LEGEND

-----	CENTERLINE	P.O.B.	POINT OF BEGINNING
=====	EXISTING ROW LINE	P.O.C.	POINT OF COMMENCING
=====	PROPOSED ROW LINE	P.C.	POINT OF CURVATURE
—P—	PROPERTY LINE	P.T.	POINT OF TANGENCY
-----	SURVEY LINE	FND I.R.	FOUND IRON ROD
=====	MATCH LINE	FND I.P.	FOUND IRON PIPE
-----	EASEMENT/BUILDING LINE	P.U.E.	PUBLIC UTILITY EASEMENT
□	FOUND TXDOT ROW MARKER	W.L.E.	WATER LINE EASEMENT
■	SET TXDOT ROW MARKER	S.S.E.	SANITARY SEWER EASEMENT
○	FOUND (AS DESCRIBED)	B.L.	BUILDING LINE
●	SET (AS DESCRIBED)	L.S.E.	LANDSCAPE EASEMENT
①	PARCEL NUMBER	S/O	STATION AND OFFSET
		DRFBC	DEED RECORDS FORT BEND COUNTY
		PRFBC	PLAT RECORDS FORT BEND COUNTY
		OPRFBC	OFFICIAL PUBLIC RECORDS FORT BEND COUNTY
		CCF#	COUNTY CLERK'S FILE NO.
		FBC	FORT BEND COUNTY

#### NOTES :

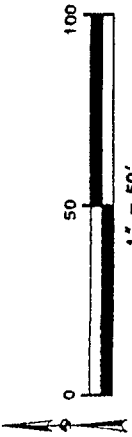
- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE NORTH AMERICAN DATUM OF 1983 (NAD 83), 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.
- A PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
- ABSTRACTING, FIELD SURVEY & MAP WERE PREPARED IN MAY, 2006.
- \*\* THE MONUMENT DESCRIBED AND SET IN THIS CALL MAY BE REPLACED WITH A TXDOT TYPE II ROW MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
- ACCESS WILL NOT BE PROHIBITED TO THE REMAINDER PROPERTY ABUTTING THE HIGHWAY FACILITY.

**Kuo & Associates, Inc.**  
Consulting Engineers & Surveyors

10700 Richmond Ave., Suite 113, Houston, Texas 77042  
Ph: (713) 975-8769 Fax: (713) 975-0920

PARCEL PLAT  
SHOWING PROPERTY OF  
PARCEL 3  
ROW CSJ: 0543-02-056  
FM 359 FORT BEND COUNTY  
SCALE: 1"= 50' AUGUST, 2006  
SHEET 3 OF 4

MATCHLINE STA. 671+75



RESIDUE 119.34 AC  
(28.308 AC)  
CCF# 9722234 OPRFBC  
OLD SOUTH PLANTATION  
INC. 4-7-97

HOUSTON LIGHT & POWER  
COMPANY BLANKET 10' WIDE  
ESM'T ON TRACT  
A-CALL 777.5 AC  
VOL. 482, PG 688;  
DRFBC 12-19-1962

TRACT 2 PROPOSED  
ACCESS EASEMENT  
0.077AC  
41'

\* NO RECORD INFORMATION  
FOR R.O.W. FOUND.

RANDALL JONES  
LEAGUE A-42

1.683 AC  
CCF# 2005068051 OPRFBC  
CVS CORPORATION  
6-9-2005

CL FARMER RD  
CURVE CLFARM-1  
PI STA = 102+39.77  
X = 3,003,253.77  
Y = 13,791,809.51  
R = 2801.15'  
D = 1°12'51"  
L = 59.36'  
CH = N 0°59'28" E-59.36'

P.O.B.  
X=3,002,918.95  
Y=13,791,624.65  
S/O = 672+86.94, 59.52' LT

S/O = 674+87.34  
59.46' LT

N 89° 13' 03" E-200.40'

S 89° 11' 35" W-288.45'

N 0° 48' 07" W-9.29'

PROP. CL FM 359

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

N 89° 11' 55" E-3929.81'

3.675 AC (CALLED 3.33 AC)  
OLD SOUTH PLANTATION,  
INC., ET AL

CCF# 9722234 OPRFBC (4-7-97)  
ESTATE OF MARJORIE W. BAILEY  
PROBATE RECORDS FBC 7-16-86

PROP. R.O.W.

EXIST. R.O.W.

N 89° 11' 33" E  
43.92'

S/O = 102+82.95  
71.13' LT  
TRACT 3 PROPOSED  
ACCESS ESM'T  
0.077 AC

N 0° 58' 03" E  
87.17'

S/O = 101+99.41  
72.00' LT

S/O = 101+20.25  
72.00' LT

N 2° 27' 58" W  
79.16'

N 47° 59' 57" E  
89.04'

S/O = 674+87.34  
59.46' LT

N 89° 13' 03" E-200.40'

S 89° 11' 35" W-288.45'

N 0° 48' 07" W-9.29'

PROP. CL FM 359

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

N 89° 11' 55" E-3929.81'

3.675 AC (CALLED 3.33 AC)  
OLD SOUTH PLANTATION,  
INC., ET AL

CCF# 9722234 OPRFBC (4-7-97)  
ESTATE OF MARJORIE W. BAILEY  
PROBATE RECORDS FBC 7-16-86

PROP. R.O.W.

EXIST. R.O.W.

675+00

10' ESM'T  
WELLHEAD VENTURES CORP.  
VOL 1090, PG 857  
DRFBC 9-10-82

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

POT 100+00.00  
676+29.81

POT 102+69.45

POT 102+10.09

POT 102+69.45

POT 102+10.09

POT 102+69.45

POT 102+10.09

POT 102+69.45

POT 102+10.09

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

POT 102+69.45

POT 102+10.09

POT 102+69.45

POT 102+10.09

POT 102+69.45

POT 102+10.09

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POT 102+69.45

POT 102+10.09

POT 102+69.45

POT 102+10.09

POT 102+69.45

WILLIAM MORTON LEAGUE A-62  
EXIST. R.O.W.

PROP. CL FARMER RD.  
SURVEY LINE

DEED LINE &

CCF# 9722234 OPRFBC

RESIDUE 119.34 AC  
(28.308 AC)

S 2° 26' 50" E-204.42'

S 43° 34' 47" W  
41.65'

S 43° 34' 47" W  
41.65'

S 43° 34' 47" W  
41.65'

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41.65'

S 43° 34' 47" W  
41.65'

**A. Settlement Statement**U.S. Department of Housing  
and Urban Development

OMB Approval No. 2502-0265

**B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 07300413	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	<input type="checkbox"/> Other			

**C. Note:**

This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing 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:**

CVS Pharmacy, Inc.

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

Brief Property Description:

FM 359, Fort Bend County (90/10 Project), PARCEL 3

0.3517 acre tract, more or less, out of the Randall Jones League, Abstract No. 42, Fort Bend County, Texas, and being out of a 1.883 acre tract of land conveyed to FM 359 TX CVS, L.L.C. under County Clerk's File No. 2005068051.

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

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

**I. Settlement Date:**

3/12/2010

**Proration Date:**

None

**Disbursement Date:**

None

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

<b>100. Gross Amount Due from Borrower</b>	
101. Contract sales price	\$245,152.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	\$1,827.95
104.	
105.	
<b>Adjustments for items paid by seller in advance</b>	
106. City/town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	

**120. Gross Amount Due from Borrower** **\$246,979.95**

**200. Amounts Paid by or in Behalf of Borrower**

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.	

**Adjustments for items unpaid by seller**

210. City/town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	

**220. Total Paid by/for Borrower** **\$0.00**

**300. Cash at Settlement from/to Borrower**

301. Gross amount due from borrower (line 120)	\$246,979.95
302. Less amounts paid by/for borrower (line 220)	\$0.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$246,979.95

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

<b>400. Gross Amount Due to Seller</b>	
401. Contract sales price	\$245,152.00
402. Personal property	
403.	
404.	
405.	
<b>Adjustments for items paid by seller in advance</b>	
406. City/town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	

**420. Gross Amount Due to Seller** **\$245,152.00**

**500. Reductions in Amount Due to Seller**

501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	\$0.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	

**Adjustments for items unpaid by seller**

510. City/town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	

**520. Total Reduction Amount Due Seller** **\$0.00**

**600. Cash at Settlement to/from Seller**

601. Gross amount due to seller (line 420)	\$245,152.00
602. Less reductions in amount due seller (line 520)	\$0.00
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$245,152.00

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.			
<b>800. Items Payable in Connection with Loan</b>			
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.			
<b>900. Items Required by Lender to Be Paid in Advance</b>			
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.			
905.			
<b>1000. Reserves Deposited with Lender</b>			
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments		
1006.			
1007.			
1008.			
1009.			
<b>1100. Title Charges</b>			
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	\$1,618.00	
Includes above item numbers:			
1109.	Lender's coverage		
1110.	Owner's coverage \$245,152.00	\$1,618.00	
1111.	State of Texas Policy Guaranty Fee to Stewart Title Guaranty Company	\$5.00	
1112.	Tax Certificate to Stewart Title Company	\$64.95	
1113.	Messenger Fee to Stewart Title Company	\$20.00	
<b>1200. Government Recording and Transfer Charges</b>			
1201.	Recording fees: Deed \$48.00; Other \$80.00	\$120.00	
1202.	City/county tax/stamps:		
1203.	State tax/stamps:		
1204.			
1205.			
1206.			
<b>1300. Additional Settlement Charges</b>			
1301.	Survey		
1302.	Pest inspection		
1303.			
1304.			
1305.			
1306.			
1307.			
1400.	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$1,827.95	\$0.00


2/26/2010 10:50:48 AM

File Number: 07300413

**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

By:

  
Judge Robert E. Hebert, Fort Bend County Judge

3-2-2010

CVS Pharmacy, Inc.

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):**

CVS PHARMACY, INC.

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

**PURCHASER (S):**

STATE OF TEXAS

By:   
Judge Robert E. Hebert  
Fort Bend County Judge 3-2-10

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. 07300413;

### **Brief Description of Property: FM 359 (90/10 Project) – Parcel 003**

0.3517 acre tract, more or less, out of the Randall Jones League, Abstract No. 42, Fort Bend County, Texas, and being out of a 1.683 acre tract of land conveyed to FM 359 TX CVS, L.L.C. under County Clerk's File No. 2005068051 and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

### **THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:**

#### **1. Waiver of Inspection.**

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1 AND  
PAYING THE ADDITIONAL COSTS INVOLVED.

#### **2. Receipt of Commitment.**

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

#### **3. Survey.**

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING  
OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION  
OF THIS CLOSING.

#### **4. Arbitration.**

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

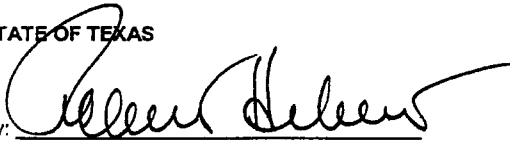
**IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.**

**5. Notice.**

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of March, 2, 2010.

STATE OF TEXAS

By: 

Judge Robert E. Hebert  
Fort Bend County Judge



## TAX AGREEMENT

Stewart Title Company  
Houston, Texas

GF#07300413

**Brief Description of Property: FM 359 (90/10 Project) – Parcel 003**

0.3517 acre tract, more or less, out of the Randall Jones League, Abstract No. 42, Fort Bend County, Texas, and being out of a 1.683 acre tract of land conveyed to FM 359 TX CVS, L.L.C. under County Clerk's File No. 2005068051 and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

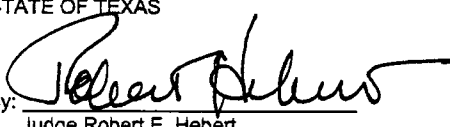
**SELLER(S):**

CVS PHARMACY, INC.

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

**PURCHASER (S):**

STATE OF TEXAS

By:   
Judge Robert E. Hebert  
Fort Bend County Judge 3-2-10

**STEWART TITLE**  
**BUYER CORRESPONDENCE INFORMATION FORM**  
**GF NO. 07126526**

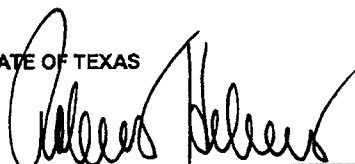
All correspondence in connection with this transaction should be addressed to:

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

PHONE NUMBER: 281-343-7171

E-MAIL ADDRESS: sjohnson@pascorp.com

STATE OF TEXAS



By: \_\_\_\_\_  
Judge Robert E. Hebert  
Fort Bend County Judge

Date: 3-2-2010

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

RE: Stewart Title of Houston GF No. 07300413

**Brief Description of Property: FM 359 (90/10 Project) – Parcel 003**

0.3517 acre tract, more or less, out of the Randall Jones League, Abstract No. 42, Fort Bend County, Texas, and being out of a 1.683 acre tract of land conveyed to FM 359 TX CVS, L.L.C. under County Clerk's File No. 2005068051 and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared  
CVS PHARMACY, INC.  
Owner(s)/Seller(s)

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.
2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.
3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:\_\_\_\_\_.
4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:\_\_\_\_\_.
5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:\_\_\_\_\_.
6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:\_\_\_\_\_.
7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The Seller's United States Employer's tax identification number or Social Security Number is: \_\_\_\_\_. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.
8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.
9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

**SELLER(S):**

CVS PHARMACY, INC.

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

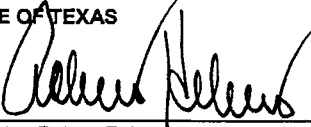
SWORN TO AND SUBSCRIBED before me the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

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):**

**STATE OF TEXAS**

By:   
Judge Robert E. Hebert 3-2-10  
Fort Bend County Judge

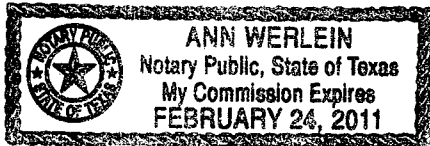
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

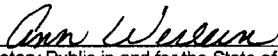
This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_, 2010  
by \_\_\_\_\_ of the CVS PHARMACY, INC., its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF Texas

This instrument was acknowledged before me on March, 2, 2010 by Judge Robert E. Hebert,  
Fort Bend County Judge.



  
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 WATER CONTROL AND IMPROVEMENT DISTRICT No. 3**

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 \$0.50 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 \$4,500,000.00 and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is \$3,170,000.00.

The District has the authority to adopt and impose a standby fee on property in the District that has water, sewer, sanitary, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$0.00. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The purpose of this District is to provide water, sewer, drainage, and flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District. The legal description of the property you are acquiring is as follows:

**Brief Description of Property: FM 359 (90/10 Project) – Parcel 003**

0.3517 acre tract, more or less, out of the Randall Jones League, Abstract No. 42, Fort Bend County, Texas, and being out of a 1.683 acre tract of land conveyed to FM 359 TX CVS, L.L.C. under County Clerk's File No. 2005068051 and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

**SELLER(S):**

CVS PHARMACY, INC.

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.

NOTICE TO PURCHASERS

GF No. 07300413

THE STATE OF TEXAS }  
COUNTY OF \_\_\_\_\_ }

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

Restrictive Covenants as set out under Clerk's File No. 2005068053 of the County Clerk Official Records of Fort Bend County, Texas.

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

**Brief Description of Property: FM 359 (90/10 Project) – Parcel 003**

0.3517 acre tract, more or less, out of the Randall Jones League, Abstract No. 42, Fort Bend County, Texas, and being out of a 1.683 acre tract of land conveyed to FM 359 TX CVS, L.L.C. under County Clerk's File No. 2005068051 and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

**SELLER(S):**

CVS PHARMACY, INC.

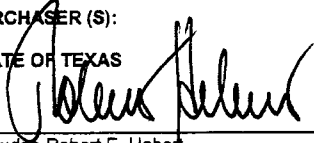
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

The undersigned admit receipt of the foregoing notice of the property above described.

**PURCHASER (S):**

STATE OF TEXAS

By:   
Judge Robert E. Hebert  
Fort Bend County Judge

Date: March 2, 2010

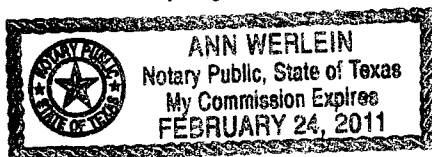
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_, 2010  
by \_\_\_\_\_ of CVS PHARMACY, INC., its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF Texas

This instrument was acknowledged before me on March, 2, 2010 by Judge Robert E. Hebert, Fort Bend County Judge.



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