



Property Acquisition Services, Inc.

October 6, 2010

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

8/3/10
AGENDA ITEM 27 A-1

Re: Harlem Road Project – Phase II
Parcel 002 – State of Texas for use of the Permanent school fund

Dear Ms. Batts:

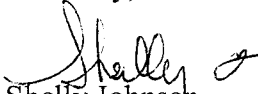
Please find enclosed the following referenced documents for signature and your review:

- 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

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
HHP
10/8/10*

10-11-10 copy received

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested: October 6, 2010

Check Needed By: October 20, 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: Harlem Road Phase II

Payee: Stewart Title Company

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

Payee's Tax ID/SS #: On File

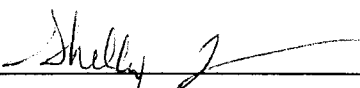
Amount of Check: **\$220,075.95**

Description: Parcel 002 - State of Texas for the Permanent School Fund -
5.613 acres out of Jane Wilkins League, Abstract No. 96, Ft
Bend County, Texas

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



Shelly Johnson

**Right of Way
Invoice Transmittal**

Date	October 6, 2010		
Requested By	Property Acquisition Services		
Project Number	725		
Road Name	Harlem - Phase II	Parcel # 002	
Type of Expense	<input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> Condemnation <input type="checkbox"/> Litigation Expense <input type="checkbox"/> Pipeline		
Reimbursable Expense	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Agency
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	\$220,075.95		
Date Check is Needed By	October 20, 2010	Closing Date	October 22, 2010
Return Check To	Paulette @ Engineering		
Description	Parcel 002 - State of Texas for the Permanent School Fund - 5.613 acres out of Jane Wilkins League, Abstract No. 96, 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	August 3, 2010		
Reviewed by Requestor Reviewed by Co. Attorney Reviewed by Engineering Reviewed by Co. Auditor	<u>Name</u> Mark Davis <i>William De</i> <i>Paulette Ball</i>	<u>Date</u> October 6, 2010 <i>10/8/10</i> <i>OCTOBER 8, 2010</i>	

***W-9 required to setup vendor for payment, copy of W-9 sufficient prior to closing with original submitted with closing documents

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§ KNOW ALL MEN BY THESE PRESENTS
§

THAT THE UNDERSIGNED, **STATE OF TEXAS for the benefit of the PERMANENT SCHOOL FUND**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of TWO HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED TEN DOLLARS (\$218,510.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

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

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

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

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

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

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

EXECUTED this _____ day of _____, 2010.

STATE OF TEXAS
For the benefit of the
Permanent School Fund

BY:

PRINTED NAME:

TITLE:

Acknowledgement

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of
_____, 2010, by _____ the _____
of The State of Texas for the benefit of the Permanent School Fund.

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

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

EXHIBIT "A"

HARLEM ROAD FROM UNION PACIFIC RAILROAD TO 2,000 FEET NORTH OF PLANTATION DRIVE PROPERTY DESCRIPTION FOR PARCEL 2

FIELD NOTES FOR 5.613 ACRES (244,514 SQUARE FEET) OF LAND BEING OUT OF A CERTAIN TRACT DESCRIBED AS "TRACT FIVE" IN DEED DATED MAY 7, 2004 TO PERMANENT SCHOOL FUND RECORDED UNDER CLERK'S FILE NO. 2004075320, FORT BEND COUNTY OFFICIAL PUBLIC RECORDS, LOCATED IN THE JANE WILKINS LEAGUE, ABSTRACT NO. 96, FORT BEND COUNTY, TEXAS: (All bearings and coordinates cited herein are based on the Texas Coordinate System, South Central Zone, NAD 83. All coordinates and distances are surface and may be converted to grid by multiplying by a grid factor of 0.99987507.)

COMMENCING at a point (from which a found 5/8 inch iron rod bears North 02°59'51" West, 1.86 feet) for the southeast corner of said "Tract Five";

THENCE, South 86°48'58" West, along the south line of said "Tract Five", a distance of 4,213.36 feet to a 5/8 inch iron rod with cap set in the north line of a certain tract described in deed dated October 29, 1975 to Sandra Ann Smith Austin recorded in Volume 663, Page 770, Fort Bend County Deed Records and in the proposed east right-of-way line of Harlem Road for the southeast corner and the POINT OF BEGINNING (N = 13,786,572.87, E = 3,012,994.45) of the herein described parcel;

THENCE, South 86°48'58" West, along the south line of said "Tract Five" and the north line of said Sandra Ann Smith Austin tract, at a distance of 62.03 feet passing a found 5/8 inch iron rod with "Texas GLO" cap, continuing for a total distance of 80.01 feet to a point in the existing east right-of-way line of Harlem Road (as monumented and occupied; called 60 feet wide per Volume 63, Page 203, Fort Bend County Deed Records) for the southwest corner of the herein described parcel;

THENCE, North 02°07'06" West, along the existing east right-of-way line of Harlem Road, a distance of 1,384.05 feet to an angle point;

THENCE, North 02°21'28" West, continuing along the existing east right-of-way line of Harlem Road, a distance of 329.55 feet to an angle point;

THENCE, North 02°54'24" West, continuing along the existing east right-of-way line of Harlem Road, a distance of 600.04 feet to an angle point;

THENCE, North 03°26'34" West, continuing along the existing east right-of-way line of Harlem Road, a distance of 768.73 feet to a point in the north line of said "Tract Five" and in the south line of Bullhead Bayou (70 feet wide drainage easement per Volume 331, Page 468, Fort Bend County Deed Records) for the northwest corner of the herein described parcel, said point also being in the south line of a residue of a certain tract described as "Harlem State Farm" in deed dated January 31, 1935 to the State of Texas (now operated by Texas Department of Criminal Justice) recorded in Volume 152, Page 423, Fort Bend County Miscellaneous Records;

HARLEM ROAD
FROM UNION PACIFIC RAILROAD TO 2,000 FEET NORTH OF PLANTATION DRIVE
PROPERTY DESCRIPTION FOR PARCEL 2

THENCE, South $44^{\circ}12'02''$ East, along the north line of said "Tract Five", the south line of Bullhead Bayou, and the south line of said residue tract of "Harlem State Farm", a distance of 24.88 feet to a 5/8 inch iron rod with "Texas GLO" cap found for an angle point;

THENCE, South $60^{\circ}53'55''$ East, continuing along the north line of said "Tract Five", the south line of Bullhead Bayou, and the south line of said residue tract of "Harlem State Farm", a distance of 92.24 feet to a 5/8 inch iron rod with cap set in the proposed east right-of-way line of Harlem Road for the northeast corner of the herein described parcel;

THENCE, South $07^{\circ}26'36''$ West, along the proposed east right-of-way line of Harlem Road, a distance of 74.13 feet to a 5/8 inch iron rod with cap set for an angle point;

THENCE, South $03^{\circ}26'34''$ East, continuing along the proposed east right-of-way line of Harlem Road, at a distance of 228.03 feet passing a 5/8 inch iron rod with cap set 70.00 feet right of Engineer's Station 85+00.00, continuing for a total distance of 577.51 feet to a 5/8 inch iron rod with cap set for the point of curvature of a curve to the right;

THENCE, in a southerly direction, continuing along the proposed east right-of-way line of Harlem Road, with said curve to the right, having a radius of 10,758.45 feet, an arc length of 100.65 feet, a central angle of $00^{\circ}32'10''$, and a chord which bears South $03^{\circ}10'29''$ East, 100.65 feet to a 5/8 inch iron rod with cap set for the point of tangency of said curve to the right;

THENCE, South $02^{\circ}54'24''$ East, continuing along the proposed east right-of-way line of Harlem Road, a distance of 499.80 feet to a 5/8 inch iron rod with cap set for the point of curvature of a curve to the right;

THENCE, in a southerly direction, continuing along the proposed east right-of-way line of Harlem Road, with said curve to the right, having a radius of 10,506.91 feet, an arc length of 100.67 feet, a central angle of $00^{\circ}32'56''$, and a chord which bears South $02^{\circ}37'56''$ East, 100.67 feet to a 5/8 inch iron rod with cap set for the point of tangency of said curve to the right;

THENCE, South $02^{\circ}21'28''$ East, continuing along the proposed east right-of-way line of Harlem Road, a distance of 229.95 feet to a 5/8 inch iron rod with cap set for the point of curvature of a curve to the right;

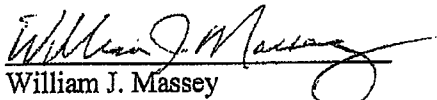
THENCE, in a southerly direction, continuing along the proposed east right-of-way line of Harlem Road, with said curve to the right, having a radius of 23,989.95 feet, an arc length of 100.29 feet, a central angle of $00^{\circ}14'22''$, and a chord which bears South $02^{\circ}14'17''$ East, 100.29 feet to a 5/8 inch iron rod with cap set for the point of tangency of said curve to the right;

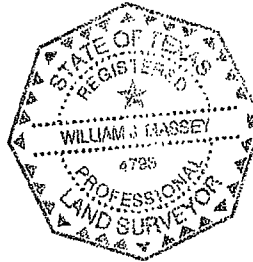
HARLEM ROAD
FROM UNION PACIFIC RAILROAD TO 2,000 FEET NORTH OF PLANTATION DRIVE
PROPERTY DESCRIPTION FOR PARCEL 2

THENCE, South 02°07'06" East, continuing along the proposed east right-of-way line of Harlem Road, at a distance of 120.77 feet passing a 5/8 inch iron rod with cap set 70.00 feet right of Engineer's Station 70+00.00, continuing for a total distance of 1,332.58 feet to the POINT OF BEGINNING and containing 5.613 acres (244,514 square feet) of land.

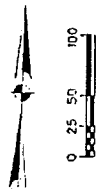
Note: Map sheets of even date were prepared in conjunction with this property description.

October 5, 2009
Landtech Consultants, Inc.


William J. Massey
Registered Professional Land Surveyor No. 4793



L.C. Job No. 08-1-0073.01
L.C. Drawing No. 1936-D-2737
s:\2008\0810073\survey\parcel2.doc

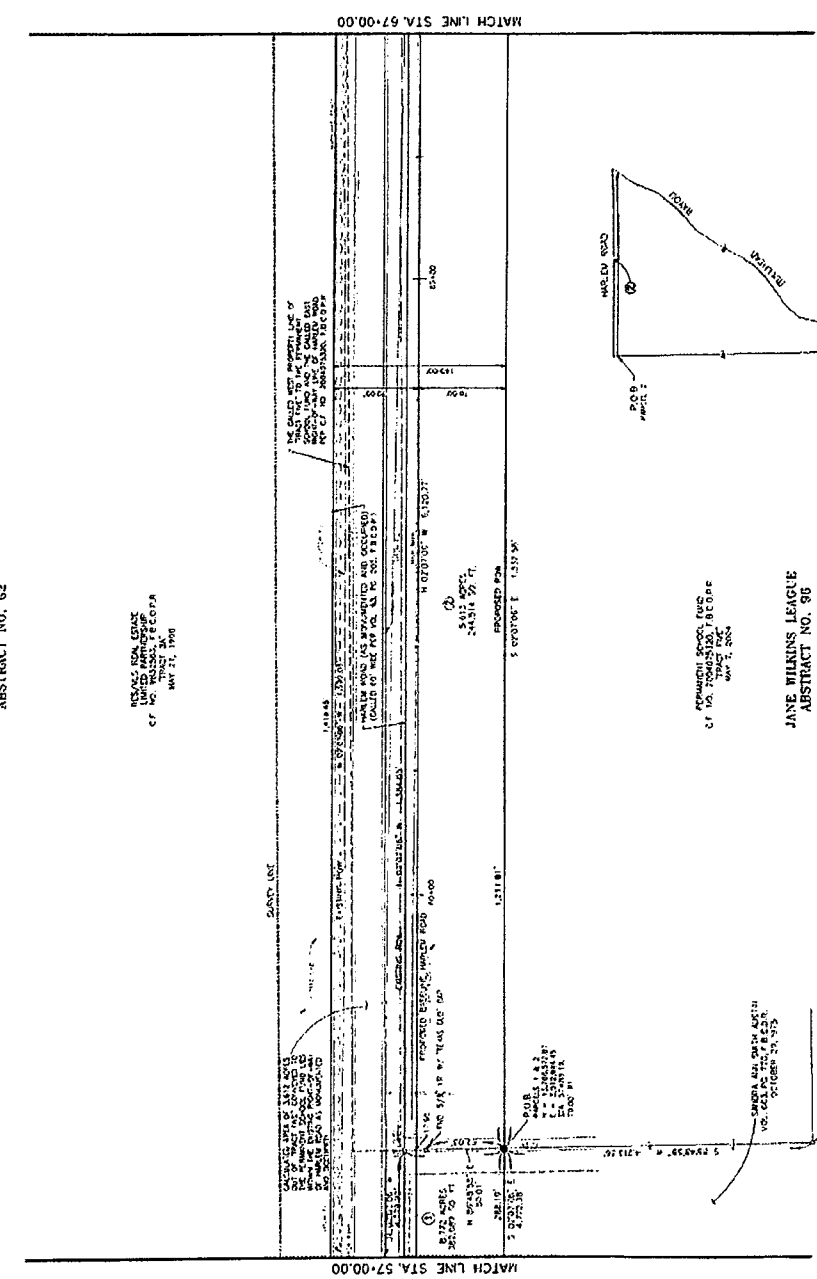


WILLIAM MORTON I-1/2 LEAGUE
ABSTRACT NO. 62

ROBERTS REAL ESTATE
UNITED PARTNERSHIP
OF ROBERTS & CO. PA
TRUST IN
MAY 21, 1968

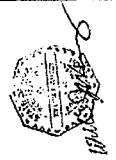
PERMANENT EASE, 100 FT.
OF 100' TRAIL, 100 FT. EASE
MAY 2, 2004

JANE WILKINS LEAGUE
ABSTRACT NO. 96



PARTY: TRUST, TRUST
EASEMENT, 100 FT.
MAY 2, 2004

TRACT NO.	ACRES	DATE	CONVEYANCE	TO WHOM	FROM WHOM	REMARKS
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2	150.21	1968-1				



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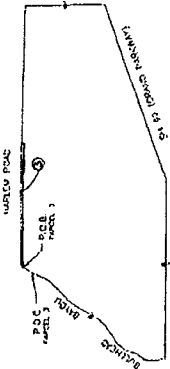
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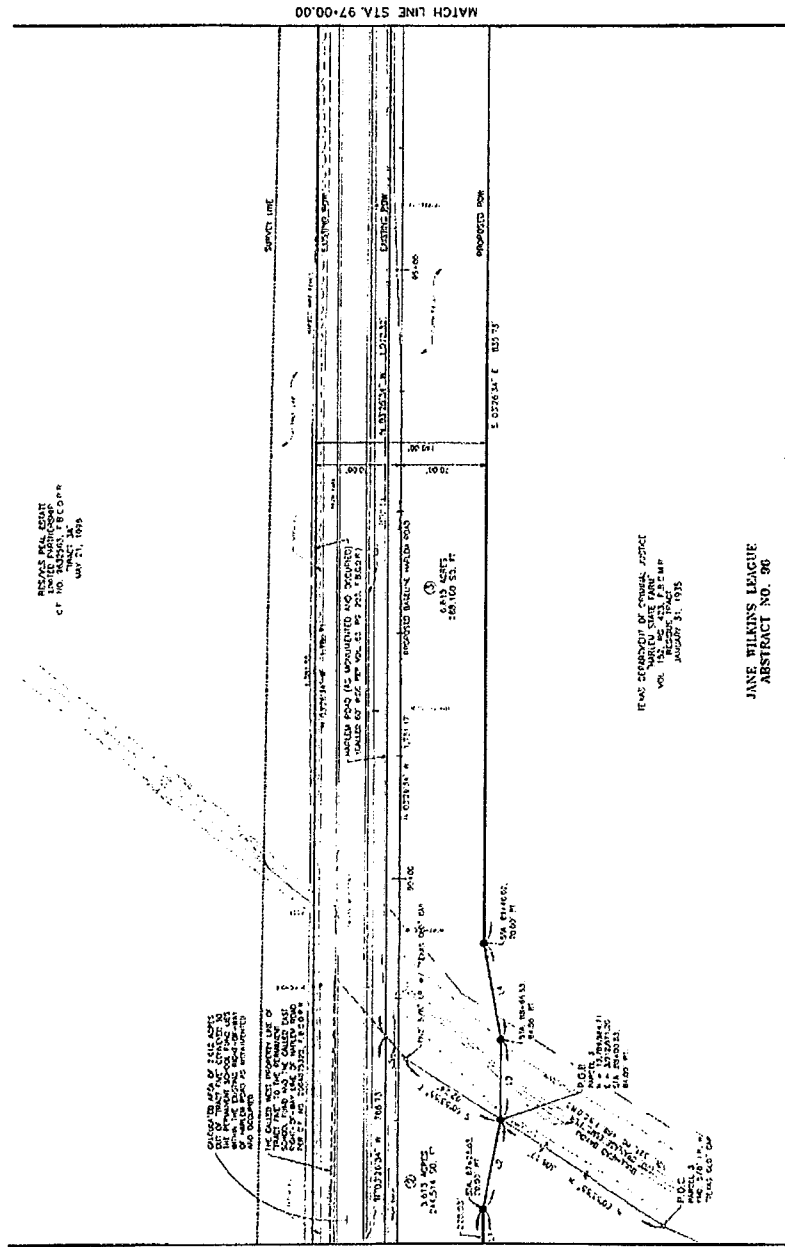
NO.	DATE	REMARKS	BY
1	11-1-50	RECORDED	11-1-50
2	11-1-50	RECORDED	11-1-50
3	11-1-50	RECORDED	11-1-50
4	11-1-50	RECORDED	11-1-50
5	11-1-50	RECORDED	11-1-50



WILLIAM HORTON 1-1/2 LEAGUE
ABSTRACT NO. 62

RECORDS AND DEEDS
OF HARRIS COUNTY
VOLUME 10, PAGE 18000
MAY 21, 1899

PAGE THREE



MATCH LINE STA. 87+00.00

MATCH LINE STA. 97+00.00

- 1. BEARING
- 2. DISTANCE
- 3. AREA
- 4. PERIMETER
- 5. ELEVATION
- 6. POINT OF BEGINNING
- 7. POINT OF ENDING
- 8. POINT OF COMPLETION
- 9. POINT OF INTERSECTION
- 10. POINT OF TANGENCY
- 11. POINT OF CURVATURE
- 12. POINT OF SIGHT
- 13. POINT OF VIEW
- 14. POINT OF OBSERVATION
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RECORDS AND DEEDS
OF HARRIS COUNTY
VOLUME 10, PAGE 18000
MAY 21, 1899

JANE WILKINS LEAGUE
ABSTRACT NO. 96

FRAC.	ENCL.	LOT	BLK.	OWNER	TYPE OF INTEREST	DATE OF ACQ.	DATE OF TRANSFER	DATE OF RECORD	DATE OF SURV.
1	1	1	1	JANE WILKINS LEAGUE	1/2	1899	1899	1899	1899
2	2	2	2	JANE WILKINS LEAGUE	1/2	1899	1899	1899	1899
3	3	3	3	JANE WILKINS LEAGUE	1/2	1899	1899	1899	1899
4	4	4	4	JANE WILKINS LEAGUE	1/2	1899	1899	1899	1899
5	5	5	5	JANE WILKINS LEAGUE	1/2	1899	1899	1899	1899



IDC 10000 Richmond Ave. Suite 125 Houston, Texas 77061 (713) 714-6599		DATE OCT. 3, 2009
LANGRISH CONSULTANTS, INC. 2505 WORTH LOOP WEST HOUSTON, TEXAS 77050 TEL. (713) 861-1898 FAX (713) 861-1891		SCALE 1" = 50'
HARLEM ROAD R.O.W. ACQUISITION		PROJECT NO. 091003101
		DRAWING NO. 1021-D-2737
		SHEET 11 OF 14

A. Settlement StatementU.S. Department of Housing
and Urban Development

OMB Approval No. 2502-0285

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 1015730832	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	<input type="checkbox"/> Other			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: Fort Bend County

E. Name & Address of Seller: State of Texas for the Use and Benefit of the Permanent School Fund

F. Name & Address of Lender:

G. Property Location: FIELD NOTES FOR 5.613 ACRES (244,514 SQUARE FEET) OF LAND BEING OUT OF A CERTAIN TRACT DESCRIBED AS "TRACT FIVE" IN DEED DATED MAY 7, 2004 TO PERMANENT SCHOOL FUND RECORDED UNDER CLERK'S FILE NO. 2004075320, FORT BEND COUNTY OFFICIAL PUBLIC RECORDS, LOCATED IN THE JANE WILKINS LEAGUE, ABSTRACT NO. 98, FORT BEND COUNTY, TEXAS.

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

I. Settlement Date: None **Proration Date:** None **Disbursement Date:** None

100. Contract sales price	\$218,510.00	401. Contract sales price	\$218,510.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$1,585.95	403.	
104.		404.	
105.		405.	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	\$220,075.95	420. Gross Amount Due to Seller	\$218,510.00
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	\$0.00	520. Total Reduction Amount Due Seller	\$0.00
301. Gross amount due from borrower (line 120)	\$220,075.95	601. Gross amount due to seller (line 420)	\$218,510.00
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	\$220,075.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$218,510.00

Settlement Charges			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission				
Division of commission (line 700) as follows:				
701.				
702.				
703. Commission paid at settlement				
704.				
801. Loan origination fee				
802. Loan discount				
803. Appraisal fee				
804. Credit report				
805. Lender's inspection fee				
806. Mortgage insurance application fee				
807. Assumption fee				
808.				
809.				
810.				
811.				
812.				
813.				
900. Interest				
901. Interest from				
902. Mortgage insurance premium for				
903. Hazard insurance premium for				
904.				
905.				
1000. Hazard Insurance				
1001. Hazard insurance				
1002. Mortgage insurance				
1003. City property taxes				
1004. County property taxes				
1005. Annual assessments				
1006.				
1007.				
1008.				
1009.				
1100. Title Charges				
1101. Settlement or closing fee				
1102. Abstract or title search				
1103. Title examination				
1104. Title insurance binder				
1105. Document preparation				
1106. Notary fees				
1107. Attorney's fees to				
Includes above item numbers:				
1108. Title insurance to Stewart Title Company			\$1,476.00	
Includes above item numbers:				
1109. Lender's coverage				
1110. Owner's coverage			\$216,510.00	\$1,476.00
1111.				
1112. Tax Certificate to Stewart Title Company			\$64.95	
1113. Messenger/Doc. Delivery Fee to Stewart Title Company			\$20.00	
1114.				
1115. State of Texas Policy Guaranty Fee to Stewart Title Policy Guaranty Fee			\$5.00	
1200. Recording Fees				
1201. Recording fees:				
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)			\$1,565.95	\$0.00

Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax proratations and signifies their understanding that proratations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

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

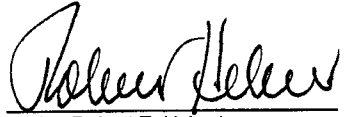
SELLER(S):

THE STATE OF TEXAS for the use and
benefit of the Permanent School Fund

By: _____
Name: _____
Title: _____

PURCHASER (S):

FORT BEND COUNTY

By: 
Judge Robert E. Hebert
Fort Bend County Judge 10-11-2010

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. 1015730832;

Brief Legal Description:

Field notes for 5.613 acres (244,514 square feet) of land being out of a certain tract described as "Tract Five" in deed dated May 7, 2004 to Permanent School Fund recorded under Clerk's file no. 2004075320, Fort Bend County official public records, located in the Jane Wilkins League, Abstract No. 96, Fort Bend County, Texas.

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 OCTOBER, 11, 2010.

FORT BEND COUNTY

By: 

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF No.: 1015730832

Brief Legal Description:

Field notes for 5.613 acres (244,514 square feet) of land being out of a certain tract described as "Tract Five" in deed dated May 7, 2004 to Permanent School Fund recorded under Clerk's file no. 2004075320, Fort Bend County official public records, located in the Jane Wilkins League, Abstract No. 96, Fort Bend County, Texas.

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):

THE STATE OF TEXAS for the use and
benefit of the Permanent School Fund

By: _____
Name: _____
Title: _____

PURCHASER (S):

FORT BEND COUNTY

By: 
Judge Robert E. Hebert
Fort Bend County Judge 10-11-2010

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 1015730832

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

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

Is this a temporary address?

YES

NO

If YES, please indicate until what date: _____

PHONE NUMBER: 281 - 343-7171

E-MAIL ADDRESS: sjohnson@pascorp.com

FORT BEND COUNTY

By: _____

Judge Robert E. Hebert
Fort Bend County Judge

Date: _____

10-11-2010

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 1015730832

Brief Legal Description:

Field notes for 5.613 acres (244,514 square feet) of land being out of a certain tract described as "Tract Five" in deed dated May 7, 2004 to Permanent School Fund recorded under Clerk's file no. 2004075320, Fort Bend County official public records, located in the Jane Wilkins League, Abstract No. 96, Fort Bend County, Texas.

BEFORE ME, the undersigned authority, on this day personally appeared
THE STATE OF TEXAS for the use and benefit of the Permanent School Fund
Owner/Seller

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

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

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

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

SELLER(S):

THE STATE OF TEXAS for the use and
benefit of the Permanent School Fund

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