

# Property Acquisition Services, Inc.

October 6, 2010

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

COURT  
DATE 8/3/10  
AGENDA ITEM 27 A-1

**Re: Harlem Road Project – Phase II**  
**Parcel 003 – Texas Department of Criminal Justice**

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  
Domestic & FBC  
Attorney's Office  
WJH  
10/8/10*

**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

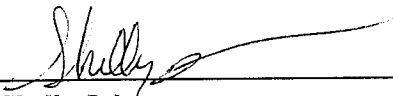
Amount of Check: **\$258,230.95**

Description: Parcel 003 - Texas Department of Criminal Justice - 6.615  
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**

<b>Date</b>	October 6, 2010		
<b>Requested By</b>	Property Acquisition Services		
<b>Project Number</b>	725		
<b>Road Name</b>	Harlem - Phase II	<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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Agency</b>
<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>	\$258,230.95		
<b>Date Check is Needed By</b>	October 20, 2010	<b>Closing Date</b>	October 22, 2010
<b>Return Check To</b>	Paulette @ Engineering		
<b>Description</b>	Parcel 003 - Texas Department of Criminal Justice - 6.615 acres out of Jane Wilkins League, Abstract No. 96, 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>	August 3, 2010		
<b>Reviewed by Requestor</b>	<u>Name</u> Mark Davis	<u>Date</u> October 6, 2010	
<b>Reviewed by Co. Attorney</b>	<i>William Vison</i>	<i>10/6/10</i>	
<b>Reviewed by Engineering</b>	<i>Paulette Hall</i>	<i>October 8, 2010</i>	
<b>Reviewed by Co. Auditor</b>			

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

## WARRANTY DEED

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

§

THAT THE UNDERSIGNED, **TEXAS DEPARTMENT OF CRIMINAL JUSTICE**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of TWO HUNDRED FIFTY SIX THOUSAND FOUR HUNDRED SIXTY TWO DOLLARS (\$256,462.00) 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.

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

\_\_\_\_\_  
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 Department of Criminal Justice.

\_\_\_\_\_  
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 3

FIELD NOTES FOR 6.615 ACRES (288,160 SQUARE FEET) OF LAND BEING OUT 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, 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 5/8 inch iron rod with "Texas GLO" cap found in the north line 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 and in the south line of Bullhead Bayou (70 feet wide drainage easement per Volume 331, Page 468, Fort Bend County Deed Records) for an angle point in the south line of said residue tract of "Harlem State Farm" and an angle point in the north line of said "Tract Five";

THENCE, North 60°53'55" West, along the north line of said "Tract Five", the south line of said Bullhead Bayou, and the south line of said residue tract of "Harlem State Farm", a distance of 306.17 feet to a 5/8 inch iron rod with cap set in the proposed east right-of-way line of Harlem Road for the southeast corner and the POINT OF BEGINNING (N = 13,789,584.71, E = 3,012,871.20) of the herein described parcel;

THENCE, North 60°53'55" West, continuing along the north line of said "Tract Five", the south line of said 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 "Texas GLO" cap found for an angle point;

THENCE, North 44°12'02" West, continuing along the north line of said "Tract Five", the south line of said Bullhead Bayou, and the south line of said residue tract of "Harlem State Farm", a distance of 24.88 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 03°26'34" West, along the existing east right-of-way line of Harlem Road, a distance of 1,012.32 feet to an angle point;

THENCE, North 03°32'59" West, continuing along the existing east right-of-way line of Harlem Road, at a distance of 944.21 feet passing a found 1/2 inch iron rod, continuing for a total distance of 1,106.73 feet to an angle point;

THENCE, North 02°26'14" West, continuing along the existing east right-of-way line of Harlem Road, a distance of 1,432.70 feet to a 5/8 inch iron rod with cap set for the northwest corner of the herein described parcel;

HARLEM ROAD  
FROM UNION PACIFIC RAILROAD TO 2,000 FEET NORTH OF PLANTATION DRIVE  
PROPERTY DESCRIPTION FOR PARCEL 3

THENCE, North 87°33'46" East, a distance of 80.00 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 02°26'14" East, along the proposed east right-of-way line of Harlem Road, at a distance of 920.86 feet passing a 5/8 inch iron rod with cap set 70.00 feet right of Engineer's Station 115+00.00, continuing for a total distance of 1,374.06 feet to a 5/8 inch iron rod with cap set for the point of curvature of a curve to the left;

THENCE, in a southerly direction, continuing along the proposed east right-of-way line of Harlem Road, with said curve to the left, having a radius of 5,960.00 feet, an arc length of 115.72 feet, a central angle of 01°06'45", and a chord which bears South 02°59'37" East, 115.72 feet to a 5/8 inch iron rod with cap set for the point of tangency of said curve to the left;

THENCE, South 03°32'59" East, continuing along the proposed east right-of-way line of Harlem Road, at a distance of 929.72 feet passing a 5/8 inch iron rod with cap set 70.00 feet right of Engineer's Station 100+00.00, continuing for a total distance of 1,048.10 feet to a 5/8 inch iron rod with cap set for an angle point;

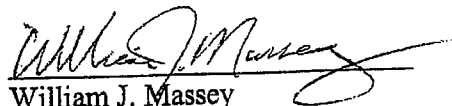
THENCE, South 03°26'34" East, continuing along the proposed east right-of-way line of Harlem Road, a distance of 935.73 feet to a 5/8 inch iron rod with cap set for an angle point;

THENCE, South 13°25'54" East, continuing along the proposed east right-of-way line of Harlem Road, a distance of 80.71 feet to a 5/8 inch iron rod with cap set for an angle point;

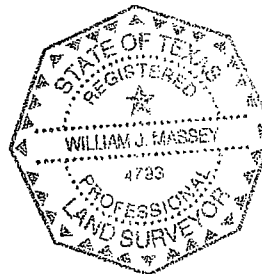
THENCE, South 03°26'34" East, continuing along the proposed east right-of-way line of Harlem Road, a distance of 65.70 feet to the POINT OF BEGINNING and containing 6.615 acres (288,160 square feet) of land.

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

October 5, 2009  
Landtech Consultants, Inc.



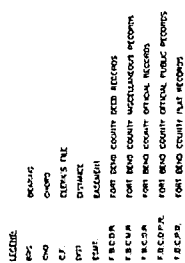
William J. Massey  
Registered Professional Land Surveyor No. 4793



L.C. Job No. 08-1-0073.01  
L.C. Drawing No. 1936-D-2737  
s:\2008\0810073\survey\parcel3.doc







6. ALL  
Ofr  
HMO  
WAT  
PAC

TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
"HARLEY STATE FARM"  
VOL 152, PG. 423, F.D.C.M.R.  
PESCAVE TRACT  
JANUARY 31, 1935

JANE WILKINS LEAGUE  
ABSTRACT NO. 98

100

10630 Richmond Ave., Suite 155  
Houston, Texas 77042 (713) 914-8599

LANDTECH CONSULTANTS, INC.

**BURRIS 200**  
**HOUSTON, TEXAS 77004**

HARLEM ROAD  
R.O.W. ACQUISITION

DATE: OCT. 5, 2002  
SCALE: 1" = 50'  
PROJECT NO: 051G073.01  
DRAWING NO: 1936-D-2-57  
SHEET: 12 OF 14

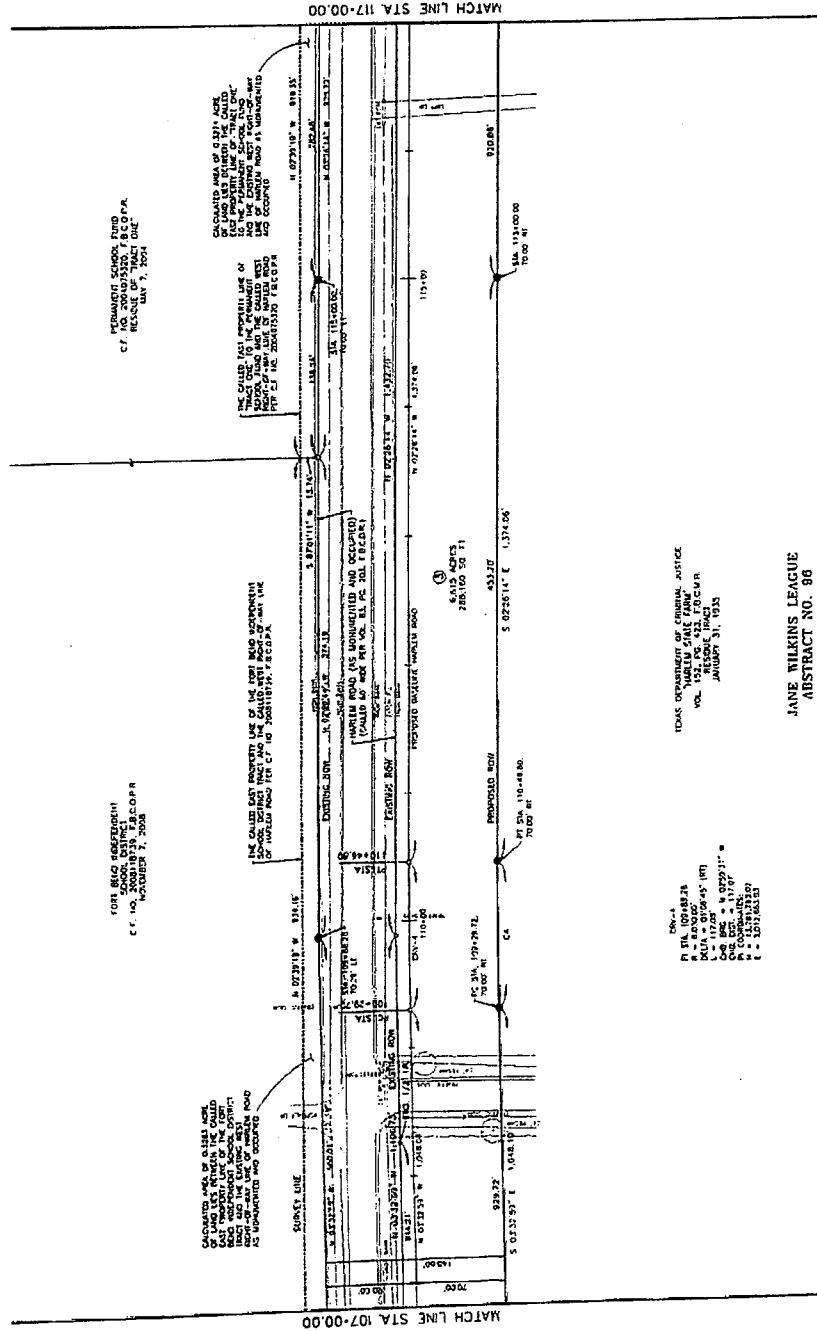


DATE	REVISION	BY	DATE
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01/11/07	01/11/07	01/11/07	01/11/07

0 25 50 100

DATE	REVISION	BY	DATE
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01/11/07	01/11/07	01/11/07	01/11/07

# WILLIAM MORTON 1-1/2 LEAGUE ABSTRACT NO. 82



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JANE WILKINS LEAGUE  
ABSTRACT NO. 80

TEXAS DEPARTMENT OF CRIMINAL JUSTICE  
HARLEM STATE PARK  
VOL. 100, PAGE 100  
JANUARY 31, 1953

6.415 ACRES  
285.100 SQ. FT.

PROPOSED ROAD  
EXISTING ROAD

PROPOSED WATER HARLEM ROAD

PROPOSED ROAD

EXISTING ROAD

PROPOSED ROAD

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## A. Settlement Statement

U.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: 1015730833	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: Texas Department of Criminal Justice, successor in interest to Harlem State Farm

F. Name & Address of Lender:

G. Property Location: FIELD NOTES FOR 6.615 ACRES (288,160 SQUARE FEET) OF LAND BEING OUT 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 162 PAGE 423, FORT BEND COUNTY MISCELLANEOUS RECORDS, LOCATED N THE JANE WILKINS LEAGUE, ABSTRACT NO. 96, FORT BEND COUNTY, TEXAS.

H. Settlement Agent: Marc LaRocca, 141-Stewart Title Company, 1980 Post Oak Blvd., Houston, TX 77056, (713)825-8702  
Place of Settlement: 1980 Post Oak Blvd., Houston, TX 77056

I. Settlement Date:

Proration Date:

Disbursement Date:

Borrower's Payments and Credits		Seller's Payments and Credits	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	\$256,462.00	401. Contract sales price	\$256,462.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$1,788.95	403.	
104.		404.	
105.		405.	
Adjustments to Borrower's Payments and Credits		Adjustments to Seller's Payments and Credits	
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	\$258,250.95	420. Gross Amount Due to Seller	\$256,462.00
200. Amount Paid by Borrower		500. Amount Paid by 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 to Seller's Payments and Credits		Adjustments to Borrower's Payments and Credits	
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 <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower		600. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	
301. Gross amount due from borrower (line 120)	\$258,250.95	601. Gross amount due to seller (line 420)	\$256,462.00
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	\$258,250.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$256,462.00

Section I: 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.			
<b>Section J: Loan Origination Fees</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>Section K: Insurance Premiums</b>			
901. Interest from			
902. Mortgage insurance premium for			
903. Hazard insurance premium for			
904.			
905.			
<b>Section L: Property Taxes</b>			
1001. Hazard insurance			
1002. Mortgage insurance			
1003. City property taxes			
1004. County property taxes			
1005. Annual assessments			
1006.			
1007.			
1008.			
1009.			
<b>Section M: 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		\$1,679.00	
Includes above item numbers:			
1109. Lender's coverage			
1110. Owner's coverage	\$258,462.00	\$1,679.00	
1111.			
1112. Tax Certificate to Stewart Title Company		\$84.95	
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	
<b>Section N: Recording Fees</b>			
1201. Recording fees:			
1202. City/county tax/stamps:			
1203. State tax/stamps:			
1204.			
1205.			
1206.			
<b>Section O: Add/Other Settlement Charges</b>			
1301. Survey			
1302. Pest inspection			
1303.			
1304.			
1305.			
1306.			
1307.		\$1,768.95	\$0.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			

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 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):**

TEXAS DEPARTMENT OF CRIMINAL JUSTICE,  
successor in interest to Harlem State Farm

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

**PURCHASER (S):**

FORT BEND COUNTY

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

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. 1015730833;

### **Brief Legal Description:**

Field notes for 6.615 acres (288,160 square feet) of land being out 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, 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.: 1015730833

### Brief Legal Description:

Field notes for 6.615 acres (288,160 square feet) of land being out 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, 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.

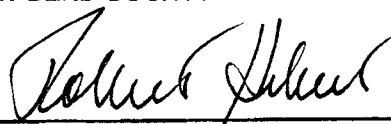
### SELLER(S):

TEXAS DEPARTMENT OF CRIMINAL JUSTICE,  
successor in interest to Harlem State Farm

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. 1015730833**

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. 1015730833

**Brief Legal Description:**

Field notes for 6.615 acres (288,160 square feet) of land being out 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, located in the Jane Wilkins League, Abstract No. 96, Fort Bend County, Texas.

BEFORE ME, the undersigned authority, on this day personally appeared  
TEXAS DEPARTMENT OF CRIMINAL JUSTICE, successor in interest to Harlem State Farm  
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):**

TEXAS DEPARTMENT OF CRIMINAL JUSTICE,  
successor in interest to Harlem State Farm

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