



# Property Acquisition Services, Inc.

September 1, 2010

8-24-10

AGENDA ITEM 42 B-2

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

**Re: FM 359 – 90/10 Project**  
**Parcel 006 – Landmark Industries, a Texas general partnership**

Dear Ms. Batts:


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

- Original Check Request
- Original Deed for County Attorney Review
- Original Title Company Documents/Disclosures:
  - Settlement Statement
  - Waiver of Inspection & Disclosure to Owner
  - Tax Agreement
  - Buyer Correspondence Information Form
  - Info for Real Estate 1099-S Report Filing
  - Affidavit as to Debts, Liens, & Possession
  - Notice to Purchasers of Real Property
  - 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  
AHO of Jase 9/3/10  
WJ*

9-7-10 copy received

**FORT BEND COUNTY**  
**REQUEST FOR CHECK**

Date Requested: September 1, 2010

Check Needed By: September 15, 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: **\$16,058.91**

Description: Randall Jones 1/4 League, Abstract No. 42, Ft Bend County,  
Texas

Comments:

**PLEASE RETURN CHECK TO PAULETTE BATTS**

Requested By:

  
\_\_\_\_\_  
**Shelly Johnson**

**Right of Way  
Invoice Transmittal**

<b>Date</b>	September 1, 2010		
<b>Requested By</b>	Property Acquisition Services		
<b>Project Number</b>	N/A		
<b>Road Name</b>	FM 359	<b>Parcel #</b>	006
<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>	\$16,058.91		
<b>Date Check is Needed By</b>	September 15, 2010	<b>Closing Date</b>	September 17, 2010
<b>Return Check To</b>	Paulette @ Engineering		
<b>Description</b>	Parcel 006 - Landmark Industries - 0.0125 acres out of Randall Jones 1/4 League, Abstract No. 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>	August 24, 2010		
	<u>Name</u>	<u>Date</u>	
Reviewed by Requestor	Mark Davis	September 1, 2010	
Reviewed by Co. Attorney	<i>W. H. V. D. M.</i>	<i>9/3/10 W</i>	
Reviewed by Engineering	<i>Paulette B. ...</i>	<i>9-1-10</i>	
Reviewed by Co. Auditor			

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

**Notice of Confidentiality 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 006

## 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, **LANDMARK INDUSTRIES**, a Texas general partnership 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 FIFTEEN THOUSAND FOUR HUNDRED EIGHTY NINE AND NO/100 Dollars (\$15,489.00) 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: Sign.

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 14<sup>TH</sup> day of JANUARY, 2010

Landmark Industries,  
a Texas general partnership

By

J. KENT BROTHERTON  
Printed Name

PARTNER  
Title

Corporate Acknowledgment

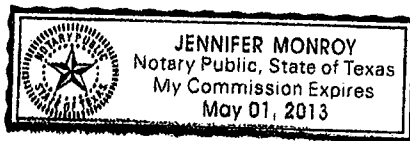
State of Texas

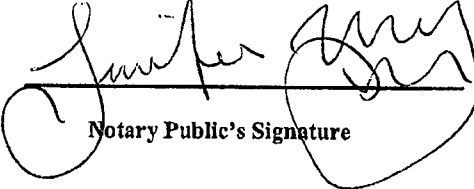
County of Harris <sup>← gm</sup>

This instrument was acknowledged before me this 14 day of January, 2010 by

J. Kent Brodston, the Partner of Landmark Industries, a

Texas general partnership, on behalf of said partnership.



  
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: W. of Farmer Rd. to US 90 A  
RCSJ: 0543-02-056

PROPERTY DESCRIPTION FOR PARCEL 6

Being a 0.0125 acre (545 square feet) parcel of land out of a 2.1230 acre tract being the residue of that certain 3.7732 acre Commercial Reserve "A" according to the plat of Pecan Lakes, Section One, recorded June 17, 1997 on slide 1595/B and 1596/A of the plat records of Fort Bend County, Texas, in the Randall Jones ¼ League, Abstract 42, Fort Bend County, Texas. Said 3.7732 acre Commercial Reserve "A" conveyed to Landmark Industries, Inc., a Texas Corporation by deed dated January 15, 1999, and recorded under County Clerk's file number 99005648 of the Official Public Records of Fort Bend County, (O.P.R.F.B.C.), Texas. Said 0.0125 acre parcel being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with cap found on the existing west right-of-way line of FM 359 (width varies at this point), marking the end of a curve in the southwesterly direction having a radius of 905 feet;

THENCE, South 2° 26' 46" East a distance of 97.18 feet along the existing west right-of-way line of FM 359 to a 5/8" iron rod with TxDOT aluminum cap set at the proposed northeast cut corner at the intersection of the existing north right-of-way line of Plantation Drive and the existing west right-of-way line of FM 359; being the northeast corner and the POINT OF BEGINNING of the herein described parcel having surface coordinates X= 3,003,276.67, and Y= 13,790,539.30; \*\*

- 1) THENCE, South 2° 26' 46" East a distance of 19.49 feet along the existing west right-of-way line of FM 359 to a 5/8 inch iron rod with cap found at the existing northeast cut corner at the intersection of the north right-of-way line of Plantation Drive and the west right-of-way line of FM 359 also being the northerly southeast corner of the herein described parcel;
- 2) THENCE, South 42° 34' 08" West a distance of 21.22 feet along the existing southwesterly cut corner at the intersection of the north right-of-way line of Plantation Drive and the west right-of-way line of FM 359 to a 5/8 iron rod found at the existing southwest cut corner, also being the southerly southeast corner of said 3.7732 acre Commercial Reserve "A", also being the most southerly southeast corner of the herein described parcel;

EXHIBIT A

- 3) THENCE, South  $87^{\circ} 33' 14''$  West a distance of 23.14 feet along the existing north right-of-way line of Plantation Drive to a 5/8 inch iron rod with TxDOT aluminum cap set at the proposed southwest cut corner at the intersection of the north right-of-way line of Plantation Drive and the west right-of-way line of FM 359 for the southwest corner of the herein described;\*\*
- 4) THENCE, North  $45^{\circ} 25' 59''$  East a distance of 51.43 feet along the proposed cut corner at the intersection of the north right-of-way line of Plantation Drive with the west right-of-way line of FM 359 to the POINT OF BEGINNING of the herein described parcel containing 0.0125 acres (545 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 June 2007

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

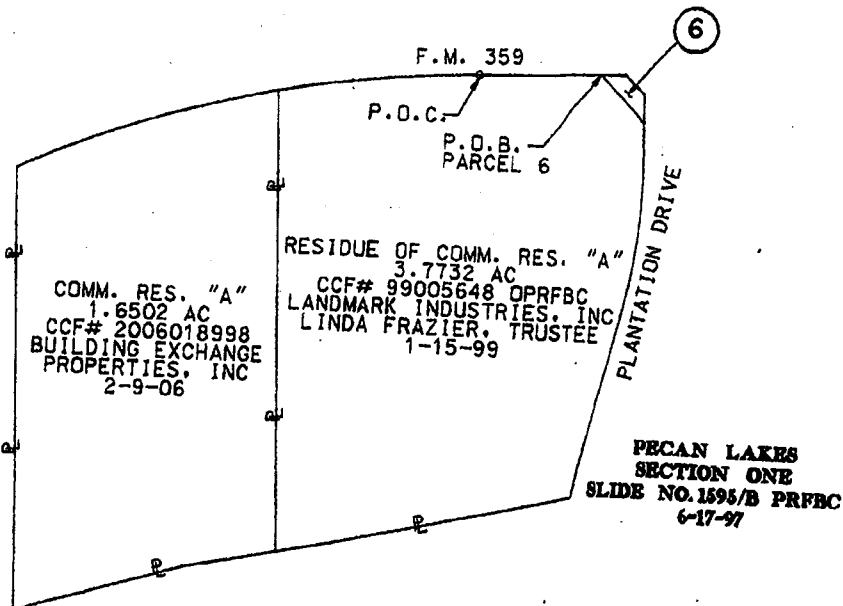
\*\* The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

*Bahong Kuo 11-6-07*

Bahong Kuo  
Registered Professional Land Surveyor  
Texas Reg. No. 5270  
Kuo & Associates, Inc.







PARCEL	EXISTING	TAKING	REMAINING
6	* 2.1230 AC.	0.0125 AC. (545 S.F.)	2.1105 AC.

#### LEGEND

- CENTER LINE
- ===== EXISTING ROW LINE
- ===== PROPOSED ROW LINE
- PROPERTY LINE
- SURVEY LINE
- MATCH LINE
- EASEMENT/BUILDING LINE
- FOUND TXDOT ROW MARKER
- SET TXDOT ROW MARKER
- FOUND (AS DESCRIBED)
- SET (AS DESCRIBED)
- ① PARCEL NUMBER

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- FND I.R. FOUND IRON ROD
- FND I.P. FOUND IRON PIPE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.L.E. WATER LINE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- B.L. BUILDING LINE
- L.S.E. LANDSCAPE EASEMENT
- 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



*SAHONG KUO*  
11-6-07

#### 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 JUNE, 2007.
- \*\* 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.

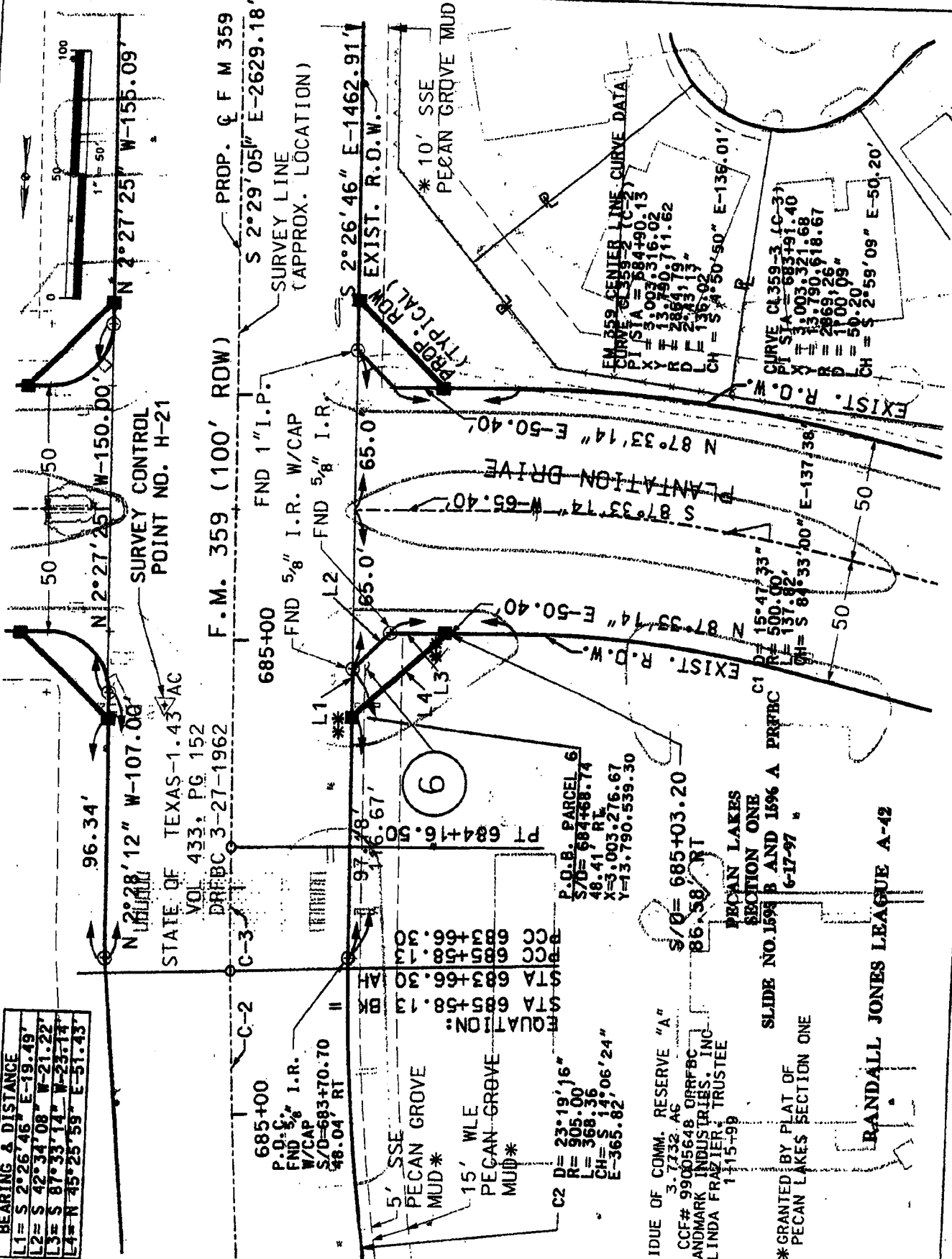
**Kuo & Associates, Inc.**  
Consulting Engineers & Surveyors

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

PARCEL PLAT  
SHOWING  
PARCEL 6  
ROW CSJ: 0543-02-056  
FM 359 FORT BEND COUNTY  
SCALE: NTS JUNE, 2007  
SHEET 3 OF 4

# WILLIAM MORTON LEAGUE A-62

BEARING & DISTANCE
L1= S 2°26'46" E-19.49'
L2= S 42°34'08" W-21.22'
L3= S 87°33'14" W-23.14'
L4= N 45°25'59" E-51.43'



RESIDUE OF COMM. RESERVE "A"  
 3.732.46  
 CCF# 99005648 DRFC  
 LANDMARK INDUSTRIES, INC  
 LINDA FRAZIER, TRUSTEE  
 1115-99

\* GRANTED BY PLAT OF  
 PECAN LAKES SECTION ONE  
 SLIDE NO. 159 B AND 159 A PRFC  
 6-17-97

RANDALL JONES LEAGUE A-42

PECAN LAKES  
 SECTION ONE

S/O= 685+03.20  
 86.58' RT

P.O.B. PARCEL 6  
 S/O= 684+68.74  
 48.41' RT  
 X= 3,003.276.67  
 Y= 13,790.539.50

EQUATION:  
 STA 685+58.13  
 S/O= 685+70.70  
 48.04' RT

685+00  
 P.O.C.  
 FND 5/8" I.R.  
 W/CAP  
 S/O= 683+70.70  
 48.04' RT

F.M. 359 (100' ROW)

PROP. & F M 359

SURVEY LINE  
 (APPROX. LOCATION)

FND 1" I.P.

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

FND 5/8" I.R.

L2

L3

L4

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**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: 09300976	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:**

The State of Texas

**E. Name & Address of Seller:**

Landmark Industries, a Texas general partnership

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

Metes &amp; Bounds

Being a 0.0125 acre (545 square feet) parcel of land, more or less, out COMMERCIAL RESERVE "A", of PLANTATION COUNTRY STORE, a Subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20040058 of the Plat Records of Fort Bend County, Texas.

**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:**

9/17/2010

**Proration Date:**

9/17/2010

**Disbursement Date:**

9/17/2010

**J. Summary of Borrower's Transaction****100. Gross Amount Due from Borrower**

101. Contract sales price	\$15,489.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	\$589.91
104.	
105.	

**Adjustments for items paid by seller in advance**

106. City/town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	

120. Gross Amount Due from Borrower	\$16,058.91
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**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
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**300. Cash at Settlement from/to Borrower**

301. Gross amount due from borrower (line 120)	\$16,058.91
302. Less amounts paid by/for borrower (line 220)	\$0.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$16,058.91

**K. Summary of Seller's Transaction****400. Gross Amount Due to Seller**

401. Contract sales price	\$15,489.00
402. Personal property	
403.	
404.	
405.	

**Adjustments for items paid by seller in advance**

406. City/town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	

420. Gross Amount Due to Seller	\$15,489.00
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**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 to Amegy Bank	\$15,489.00
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	\$15,489.00
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**600. Cash at Settlement to/from Seller**

601. Gross amount due to seller (line 420)	\$15,489.00
602. Less reductions in amount due seller (line 520)	(\$15,489.00)
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$0.00

L. Settlement Charges			
700. Total Sales/Broker's Commission		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:			
701.			
702.			
703. Commission paid at settlement			
704.			
800. Items Payable in Connection with Loan			
801. Loan origination fee			
802. Loan discount			
803. Appraisal fee			
804. Credit report			
805. Lender's inspection fee			
806. Mortgage insurance application fee			
807. Assumption fee			
808.			
809.			
810.			
811.			
812.			
813.			
900. Items Required by Lender to Be Paid in Advance			
901. Interest from			
902. Mortgage insurance premium for			
903. Hazard insurance premium for			
904.			
905.			
1000. Reserves Deposited with Lender			
1001. Hazard insurance			
1002. Mortgage insurance			
1003. City property taxes			
1004. County property taxes			
1005. Annual assessments			
1006.			
1007.			
1008.			
1009.			
1100. Title Charges			
1101. Settlement or closing fee			
1102. Abstract or title search to Stewart Title Company		\$150.00	
1103. Title examination			
1104. Title insurance binder			
1105. Document preparation			
1106. Notary fees			
1107. Attorney's fees to			
Includes above item numbers:			
1108. Title Insurance to Stewart Title Company		\$266.00	
Includes above item numbers:			
1109. Lender's coverage			
1110. Owner's coverage \$15,489.00		\$266.00	
1111.			
1112. Tax Certificate to Stewart Title Company		\$64.95	
1113. Messenger/Doc Delivery Fee to Stewart Title Company		\$20.00	
1114. Court Document Certified Copies to Stewart Title Company		\$63.66	
1115. State of Texas Policy Guaranty Fee to Stewart Title Policy Gty Fee		\$5.00	
1200. Government Recording and Transfer Charges			
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)		\$569.91	\$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 prorrations and signifies their understanding that prorrations 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.

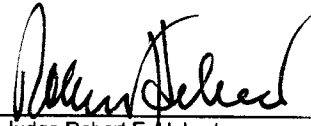
**SELLER(S):**

LANDMARK INDUSTRIES, a Texas  
general partnership

By: \_\_\_\_\_  
J. Kent Brotherton, Partner

**PURCHASER (S):**

THE STATE OF TEXAS

By:   
Judge Robert E. Hebert 9-8-10  
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.  
141/LaRocca

## WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 09300976;

### **Brief Description of Property: FM 359, PARCEL 6**

Being a 0.0125 acre (545 square feet) parcel of land, more or less, out COMMERCIAL RESERVE "A", of PLANTATION COUNTRY STORE, a Subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20040058 of the Plat Records of 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.

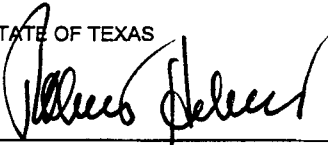
**IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.**

**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 September 8, 2010

THE STATE OF TEXAS

By:   
\_\_\_\_\_  
Judge Robert E. Hebert 9-8-10  
Fort Bend County Judge

**TAX AGREEMENT**

Stewart Title Company  
Houston, Texas

**GF No.: 09300976**

**Brief Description of Property: FM 359, PARCEL 6**

Being a 0.0125 acre (545 square feet) parcel of land, more or less, out COMMERCIAL RESERVE "A", of PLANTATION COUNTRY STORE, a Subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20040058 of the Plat Records of 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.

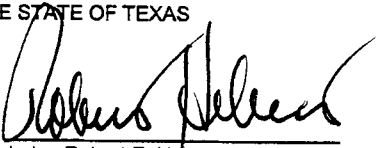
**SELLER(S):**

LANDMARK INDUSTRIES, a Texas  
general partnership

By: \_\_\_\_\_  
J. Kent Brotherton, Partner

**PURCHASER (S):**

THE STATE OF TEXAS

By:   
Judge Robert E. Hebert, Fort Bend  
County Judge

9-8-10



**STEWART TITLE**  
**BUYER CORRESPONDENCE INFORMATION FORM**  
**GF NO. 09300976**

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

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

Is this a temporary address?

        
YES

        
NO

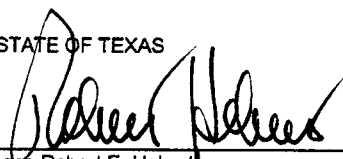
If YES, please indicate until what date: \_\_\_\_\_

PHONE NUMBER: 281 - 343-7171

E-MAIL ADDRESS: sjohnson@pascorp.com

THE STATE OF TEXAS

By: \_\_\_\_\_

  
Judge Robert E. Hebert  
Fort Bend County Judge

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

9-8-10

**INFORMATION FOR REAL ESTATE 1099-S REPORT FILING**  
As Required by the Internal Revenue Service

**SOLICITATION**

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart Title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 09300976

Taxpayer I. D. No. \_\_\_\_\_

**SELLER'S NAME and MAILING ADDRESS**

LANDMARK INDUSTRIES, a Texas general partnership

\_\_\_\_\_  
\_\_\_\_\_

**TRANSACTION INFORMATION**

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

**Brief Description of Property: FM 359, PARCEL 6**

Being a 0.0125 acre (545 square feet) parcel of land, more or less, out COMMERCIAL RESERVE "A", of PLANTATION COUNTRY STORE, a Subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20040058 of the Plat Records of Fort Bend County, Texas.

Contract Sales Price: \$15,489.00

If multiple Sellers, allocation of sales price amount among the Sellers: \_\_\_\_\_

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? \_\_\_\_\_ (Yes or No)

**CERTIFICATION**

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

**SELLER(S):**

LANDMARK INDUSTRIES, a Texas  
general partnership

By: \_\_\_\_\_  
J. Kent Brotherton, Partner

# AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 09300976

## Brief Description of Property: FM 359, PARCEL 6

Being a 0.0125 acre (545 square feet) parcel of land, more or less, out COMMERCIAL RESERVE "A", of PLANTATION COUNTRY STORE, a Subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20040058 of the Plat Records of Fort Bend County, Texas.

BEFORE ME, the undersigned authority, on this day personally appeared  
LANDMARK INDUSTRIES, a Texas general partnership  
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: Deed of Trust dated August 30, 2004, recorded under County Clerk's File No. 2005021798 of the County Clerk Official Records of Fort Bend County, Texas, executed by Landmark Industries, Ltd., securing the payment of the obligation under and as defined in the Credit Agreement, and bearing interest and payable as therein provided to the order of Southwest Bank of Texas, N.A., as described therein. Second Deed of Trust dated June 23, 2005, recorded under County Clerk's File No. 2005073948 of the County Clerk Official Records of Fort Bend County, Texas, executed by Landmark Industries, Ltd., securing the payment of the obligation under and as defined in the Credit Agreement, and bearing interest and payable as therein provided to the order of Amegy Bank N.A., as described therein.
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):**

LANDMARK INDUSTRIES, a Texas  
general partnership

By: \_\_\_\_\_  
J. Kent Brotherton, Partner

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

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

NOTICE TO PURCHASERS

GF No. 09300976 – FM 359, PARCEL 6

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 in Slide No. 1595/B and Plat No. 20040058 of the Plat Records; and those in Volume 2671, Page 1717, and under County Clerk's File No. 9844642, and 2006054244 and 2006062265 of the Official Records of Fort Bend County, Texas.

THE RESTRICTIONS LIMIT YOUR USE OF THE PROPERTY. THE CITY OF HOUSTON IS AUTHORIZED BY STATUTE TO ENFORCE COMPLIANCE WITH CERTAIN DEED RESTRICTIONS. You are advised that, in the absence of declaratory judgment that the referenced restrictions are no longer enforceable, the City of 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:

Being a 0.0125 acre (545 square feet) parcel of land, more or less, out COMMERCIAL RESERVE "A", of PLANTATION COUNTRY STORE, a Subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20040058 of the Plat Records of Fort Bend County, Texas and being more particularly described on Exhibit "A" attached hereto.

SELLER(S):

LANDMARK INDUSTRIES, a Texas  
general partnership

By: \_\_\_\_\_  
J. Kent Brotherton, Partner

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

PURCHASER (S):

THE STATE OF TEXAS

By: *Robert E. Hebert*  
Judge Robert E. Hebert  
Fort Bend County Judge

Date: 9-8-10

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

This instrument was acknowledged before me on \_\_\_\_\_, 2010, by J. Kent Brotherton, Partner of Landmark Industries, a Texas general partnership.

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

STATE OF TEXAS  
COUNTY OF St. Bend

This instrument was acknowledged before me on 9/8, 2010 by Judge Robert E. Hebert, Fort Bend County Judge.

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



GF NO. 09300976

**NOTICE TO PURCHASERS OF REAL PROPERTY**

The real property, described below, which you are about to purchase is located in the

**PECAN GROVE MUNICIPAL UTILITY DISTRICT**

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 \$0.46800 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 \$99,800,000.00 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 \$43,500,000.00.

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:

Being a 0.0125 acre (545 square feet) parcel of land, more or less, out COMMERCIAL RESERVE "A", of PLANTATION COUNTRY STORE, a Subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20040058 of the Plat Records of Fort Bend County, Texas and being more particularly described on Exhibit "A" attached hereto.

**SELLER(S):**

LANDMARK INDUSTRIES, a Texas  
general partnership

By: \_\_\_\_\_  
J. Kent Brotherton, Partner

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

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

**PURCHASER (S):**

THE STATE OF TEXAS

By: 

Judge Robert E. Hebert  
Fort Bend County Judge

STATE OF TEXAS

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


This instrument is acknowledged before me on August \_\_\_\_\_, 2010 by J. Kent Brotherton, Partner of Landmark Industries, a Texas general partnership.

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

STATE OF TEXAS

COUNTY OF Fort Bend

This instrument is acknowledged before me on August 9/8, 2010 by Judge Robert E. Hebert, Fort Bend County Judge.

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

