

Property Acquisition Services, Inc.

November 19, 2010

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

11-9-10
AGENDA ITEM 28B

**Re: Trammel Fresno Road Project
Detention Pond - Fresno Lakes, Ltd.**

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
 - Buyer Correspondence Information Form

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 - FBC A Dec
Office - W Ne
11/19/10*

copy received 11-22-10

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested: November 19, 2010

Check Needed By: December 1, 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: Trammel Fresno - Detention Pond

Payee: Stewart Title Company

Payee's Address: 14100 Southwest Freeway, ste 200
Sugar Land, TX 77478

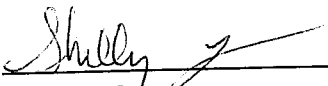
Payee's Tax ID/SS #: On File

Amount of Check: **\$547,786.95**

Description: Parcel 001 - Fresno Lakes, Ltd, a Texas limited partnership - 2
acres out of Elijah Roark League, Abstract 77, Ft Bend
County, Texas

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By: 
Shelly Johnson

**Right of Way
Invoice Transmittal**

Date	November 19, 2010		
Requested By	Property Acquisition Services		
Project Number	746		
Road Name	Trammel Fresno	Parcel # 000	
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 #	13290	W-9 Required prior to closing for payment***	
Payee	Stewart Title Company		
Payee's Address	14100 Southwest Frwy, ste 200		
Tax ID #	Sugar Land, TX 77478		
Amount of Check	\$547,786.95		
Date Check is Needed By	December 1, 2010	Closing Date	December 3, 2010
Return Check To	Paulette @ Engineering		
Description	Parcel 001 - Fresno Lakes, Ltd, a Texas limited partnership - 2 acres out of Elijah Roark League, Abstract 77, 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	November 9, 2010		
Reviewed by Requestor	<u>Name</u>	<u>Date</u>	
Reviewed by Co. Attorney	Mark Davis	November 19, 2010	
Reviewed by Engineering	<i>W & Vison</i>	<i>11/19/10/μ</i>	
Reviewed by Co. Auditor	<i>Paulette Babb</i>	<i>11-19-2010</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, **FRESNO LAKES, LTD, a Texas limited partnership**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of FIVE HUNDRED FORTY FOUR THOUSAND FIVE HUNDRED DOLLARS (\$544,500.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, TX, 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.

EXECUTED this _____ day of _____, 2010.

Fresno Lakes, LTD.
a Texas limited partnership

Name

Printed name

Title

Acknowledgement

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 2010, by _____ the _____ of Fresno Lakes, LTD, a Texas limited partnership.

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

DESCRIPTION OF
2.000 ACRES

Being 2.000 acres of land located in the Elijah Roark League, Abstract 77, Fort Bend County, Texas, more particularly being a portion of the residue of a called 111.756 acre tract (described as Tract One) conveyed to Fresno Lakes, LTD., by instrument of record in File No. 2004091318, Official Public Records, of said Fort Bend County (F.B.C.O.P.R.), same being all of Restricted Reserve "B" (called 2.000 acres) as shown on Cambridge Falls Sec. 1, a subdivision of record in Plat No. 20050102, Plat Records, of said Fort Bend County, said 2.000 acres being more particularly described by metes and bounds as follows (all bearings referenced to said Cambridge Falls Sec. 1);

BEGINNING at the most southerly southeast corner of said Restricted Reserve "B", same being at the intersection of the north right-of-way line of Trammel-Fresno Road (width varies) and the west right-of-way line of Chimney Rock Road (width varies) as shown on said Cambridge Falls Sec. 1;

Thence, with the south line of said Restricted Reserve "B" and the north right-of-way line of said Trammel-Fresno Road, North $89^{\circ} 21' 26''$ West, 265.06 feet to the southwest corner of said Restricted Reserve "B", same being the most southerly southeast corner of Restricted Reserve "A" (called 14.011 acres) as shown on said Cambridge Falls Sec. 1 and being conveyed to Fort Bend County Municipal Utility District No. 23, by instrument of record in File No. 2007026062, F.B.C.O.P.R.;

Thence, with the common line of said Restricted Reserves "A" and "B", North $00^{\circ} 38' 34''$ East, 309.50 feet to the northwest corner of said Restricted Reserve "B", same being a reentrant corner of said Restricted Reserve "A";

Thence, continuing with the common line of said Restricted Reserves "A" and "B", South $89^{\circ} 21' 26''$ East, 265.34 feet to the northeast corner of said Restricted Reserve "B", same being the most northerly southeast corner of said Restricted Reserve "A" and on the westerly right-of-way line of the aforementioned Chimney Rock Road, the beginning of a curve;

2.000 acres

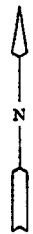
October 6, 2010
Job No. 9999-0451

Thence, with the common line of said Restricted Reserve "B" and said Chimney Rock Road, 285.49 feet along the arc of a non-tangent curve to the right, having a radius of 1950.00 feet, a central angle of $08^{\circ} 23' 18''$ and a chord which bears South $04^{\circ} 19' 50''$ East, 285.23 feet to a point for corner, the beginning of a compound curve;

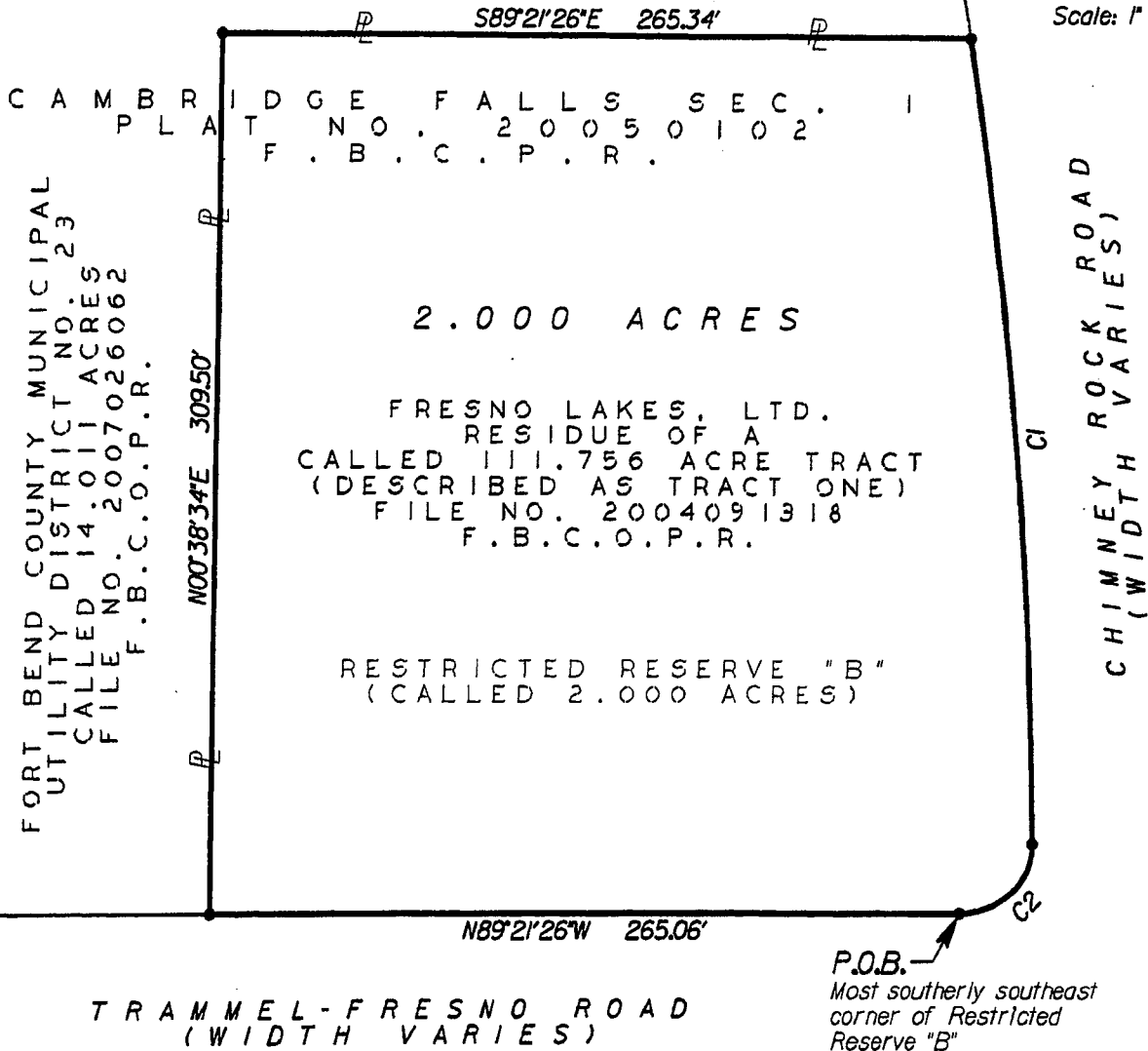
Thence, continuing with the common line of said Restricted Reserve "B" and said Chimney Rock Road, 39.61 feet along the arc of a tangent curve to the right, having a radius of 25.00 feet, a central angle of $90^{\circ} 46' 45''$ and a chord which bears South $45^{\circ} 15' 12''$ West, 35.59 feet to the POINT OF BEGINNING and containing 2.000 acres of land.

LJA Engineering & Surveying, Inc.

RESTRICTED RESERVE "A"
(CALLED 14.011 ACRES)



Scale: 1" = 60'



FORT BEND COUNTY MUNICIPAL
 UTILITY DISTRICT NO. 23
 CALLED 14.011 ACRES
 FILE NO. 2007026062
 F.B.C.O.P.R.

N00°38'34"E 309.50'

TRAMMEL-FRESNO ROAD
(WIDTH VARIES)

P.O.B. —
Most southerly southeast
corner of Restricted
Reserve "B"

CURVE TABLE						
Curve	Radius	Tangent	Chord	Arc	Delta	Chord Bearing
1	1950.00'	143.00'	285.23'	285.49'	08°23'18"	S04°19'50"E
2	25.00'	25.34'	35.59'	39.61'	90°46'45"	S45°15'12"W

NOTE:
All bearings referenced to the Cambridge Falls Sec. 1,
a subdivision of record in Plat No. 20050102, F.B.C.P.R.

EXHIBIT OF
2.000 ACRES
LOCATED IN THE
ELIJAH ROARK LEAGUE, A-77
FORT BEND COUNTY, TEXAS
OCTOBER 2010 JOB NO. 9999-0451

LJA Engineering & Surveying, Inc.
 2929 Briarpark Drive
 Suite 600
 Houston, Texas 77042-3703
 Phone 713.953.5200
 Fax 713.953.6026

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: 1015733204	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: Fresno Lakes, Ltd, a Texas limited partnership					
F. Name & Address of Lender:					
G. Property Location: Trammel Fresno Being 2.00 acres of land located in the Elijah Roark League, Abstract 77, Fort Bend County, Texas, and being more particularly described by metes and bounds attached hereto.					
H. Settlement Agent: Monroe A Ashworth, 170-Stewart Title Company, 14100 Southwest Freeway, Suite 200, Sugar Land, TX 77478, (281)491-7050 Place of Settlement: 14100 Southwest Freeway, Suite 200, Sugar Land, TX 77478					
I. Settlement Date: 12/3/2010		Proration Date: 12/3/2010		Disbursement Date: 12/3/2010	
J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction		
100. Gross Amount Due from Borrower			400. Gross Amount Due to Seller		
101. Contract sales price		\$544,500.00	401. Contract sales price		\$544,500.00
102. Personal property			402. Personal property		
103. Settlement charges to borrower (line 1400)		\$3,286.95	403.		
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. City/town taxes			406. City/town taxes		
107. County taxes			407. County taxes		
108. Assessments			408. Assessments		
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120. Gross Amount Due from Borrower		\$547,786.95	420. Gross Amount Due to Seller		\$544,500.00
200. Amounts Paid by or in Behalf of Borrower			500. Reductions in Amount Due to Seller		
201. Deposit or earnest money			501. Excess deposit (see instructions)		
202. Principal amount of new loan(s)			502. Settlement charges to seller (line 1400)		\$0.00
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of first mortgage loan		
205.			505. Payoff of second mortgage loan		
206.			506.		
207.			507.		
208.			508.		
209.			509.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. City/town taxes			510. City/town taxes		
211. County taxes			511. County taxes		
212. Assessments			512. Assessments		
213.			513. County Property Tax Prorations 1/1/2010 to 12/3/201		\$1,807.40
214.			514. MUD Tax Prorations 1/1/2010 to 12/3/2010		\$1,011.88
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. Total Paid by/for Borrower		\$0.00	520. Total Reduction Amount Due Seller		\$2,819.28
300. Cash at Settlement from/to Borrower			600. Cash at Settlement to/from Seller		
301. Gross amount due from borrower (line 120)		\$547,786.95	601. Gross amount due to seller (line 420)		\$544,500.00
302. Less amounts paid by/for borrower (line 220)		\$0.00	602. Less reductions in amount due seller (line 520)		(\$2,819.28)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower		\$547,786.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller		\$541,680.72

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		
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation		
1106.	Nolary fees		
1107.	Attorney's fees to		
	Includes above item numbers:		
1108.	Title Insurance to Stewart Title Company	\$3,217.00	
	Includes above item numbers:		
1109.	Lender's coverage		
1110.	Owner's coverage	\$544,500.00	\$3,217.00
1111.			
1112.	State Policy Fee to Stewart Title Policy Gty Fee		\$5.00
1113.	Tax Certificate to Stewart Title Company		\$64.95
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)	\$3,286.95	\$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: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.

FORT BEND COUNTY

Judge Robert E. Hebert
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.

Monroe A Ashworth

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.

Fresno Lakes, Ltd, a Texas limited partnership

Date

Robert E. Hebert 11-22-2010

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax proration and signifies their understanding that proration was 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 Purchaser 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):

Fresno Lakes, LTD., a Texas
limited partnership

Signature

Name

Title

PURCHASER (S):

FORT BEND COUNTY

By: 

Judge Robert E. Hebert
Fort Bend County Judge

11-22-2010

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

By: _____

Monroe Ashworth, 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 Fort Bend GF No.1015733204

Brief Description of Property:

A 2.000 acre tract, more or less, being all of Restricted Reserve "B" of CAMBRIDGE FALLS, SECTION 1, an addition in Fort Bend County, Texas, according to the map or plat thereof recorded in Plat No. 20050102, of the Map/Plat Records of Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

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

1. Waiver of Inspection.

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

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

2. Receipt of Commitment.

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

3. Survey.

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

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

4. Arbitration.

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

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

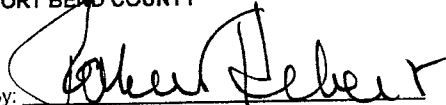
IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

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

ACKNOWLEDGED as of 11, 22, 2010.

FORT BEND COUNTY

By: 

Judge Robert E. Hebert
Fort Bend County Judge

STEWART TITLE
BUYER CORRESPONDENCE INFORMATION FORM
GF NO. 09309867

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

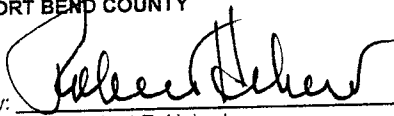
Is this a temporary address? YES NO

If YES, please indicate until what date: NA

PHONE NUMBER: 281-343-7171

E-MAIL ADDRESS: sjohnson@pascorp.com

FORT BEND COUNTY

By: 

Judge Robert E. Hebert
Fort Bend County Judge

Date: 11-22-2010