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Richard Muller
Partner

September 28, 2010

Via Hand Delivery

Mr. Ralph Senior
Mrs. Carolyn Senior
4522 Watts Plantation Road
Fresno, Texas 77545

Re: Fort Bend County Toll Road Authority; Fort Bend Parkway Project B
Right-of-Way Acquisition of Parcel 43 - 2.4163 Acres, more or less

Dear Mr. and Mrs. Senior:

I am writing on behalf of my client, Fort Bend County Toll Road Authority (the "Authority"), regarding the above-referenced transaction.

As we have discussed, the Authority wishes to purchase all of your right, title, and interest in the approximately 2.4163 acres of land ("Parcel 43") adjacent to Oyster Creek conveyed to you in that certain 1.9747 acre tract, more particularly described by metes and bounds in Warranty Deed from Robert O. Senior and wife, Doris Senior, to Ralph S. Senior and wife, Carolyn Senior, filed in the Office of the Fort Bend County Clerk under Clerk's File No. 66696, and recorded in Volume 804, Page 56 of the Deed Records of Fort Bend County, Texas, and all that certain 0.4416 acre tract, more particularly described by metes and bounds in Deed from Saora Myers to Ralph S. Senior and wife, Carolyn Senior, filed in the Office of the Fort Bend County Clerk under Clerk's File No. 45396, and recorded in Volume 773, Page 423 of the Deed Records of Fort Bend County, Texas for the construction of the Fort Bend Parkway Toll Road, Project B ("Parkway B"). As its full and final offer, the Authority offers to pay \$650,000 for Parcel 43, including the house and the lot. The Authority intends to use 0.699 acres of Parcel 43 for a proposed toll road right-of-way (the "Right-of-Way") (see the enclosed legal description and map of the Right-of-Way).

The Authority will pay all closing costs, except taxes, which will be prorated to October 1, 2010. In addition to the offer price stated above, the Authority will: (i) lease back the house currently located on Parcel 43 to you for \$1.00 for as long as you or your wife, Carolyn Senior, chooses to live there (no subleases will be permitted); (ii) construct

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a fence on the Right-of-Way line that is similar in design and materials to your existing fence; and (iii) pay you \$30,000 representing estimated moving expenses for your home and ranch operations and litigation costs avoided. No further compensation will be paid by the Authority. Any personal property and improvements located (i) on the Right-of-Way may be removed prior to commencement of construction of Parkway B; and (ii) on Parcel 43, outside of the Right-of-Way, may be removed prior to termination of the lease. A draft of the proposed lease is also enclosed.

If this offer is acceptable to you, please sign both originals and return one to me in the enclosed postage-paid envelope. We will then make the necessary arrangements for approval by the Fort Bend County Commissioners Court, and to complete the transaction.

If you have any questions concerning this matter, please do not hesitate to contact me directly at (713) 860-6415. Thank you for your attention to this matter.

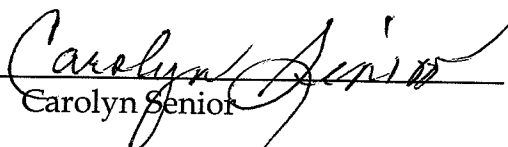
Sincerely,



Richard L. Muller, Jr.
Attorney for the Authority

AGREED TO AND ACCEPTED:

By: 
Ralph Senior

By: 
Carolyn Senior

Enclosures:

- (1) Legal description and map of Right-of-Way
- (2) Proposed lease
- (3) Postpaid return envelope

Right-of-Way Parcel
FORT BEND PARKWAY PHASE "B"
FORT BEND COUNTY, TEXAS

All that certain tract or parcel containing 0.699 acre (30,470 square feet) of land in the Moses Shipman League, A-86, Fort Bend County, Texas, being part of Lot 16 of the Henry Watts Subdivision Of 125.4 Acres recorded by an instrument of record in Volume "W", Page 432 of the District Court Minutes of said Fort Bend County, more particularly being part of that certain tract called 1.9747 acres conveyed to Ralph S. Senior and Wife Carolyn Senior by an instrument of record in Volume 804, Page 56 of the Deed Records of said Fort Bend County (F.B.C.D.R.) and part of that certain tract called 0.4416 acre conveyed to Ralph S. Senior and Carolyn Senior by an instrument of record in Volume 773, Page 423 of the F.B.C.D.R. and being more particularly described by metes and bounds as follows, all bearings and coordinates are based on the Texas State Plane Coordinate System, South Central Zone (NAD 83), all coordinates and distances are surface and may be converted to grid by multiplying by the combined adjustment factor of 0.9998657;

COMMENCING for reference at a 1/2-inch iron rod found on the north right-of-way line of Watts Plantation Road, varying width, same being on the west line of that certain 60.0 foot wide Private Road Easement as recorded in Volume 804, Page 48 of the F.B.C.D.R. and on the west line of that certain 60.0 foot wide H.L.&P. Company Easement as recorded in Volume 843, Page 20 of the F.B.C.D.R.;

Thence North 03° 05' 39" West, 687.94 feet departing the north right-of-way line of said Watts Plantation Road, with the west line of said Private Road and H.L.&P. Company Easements and with an east line of said 1.9747 acre tract to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." set for the POINT OF BEGINNING of the herein described tract, same being on the south right-of-way line of the proposed Fort Bend Parkway, varying width, and having surface coordinates of X=3,074,275.43, Y=13,757,454.56;

Thence South $86^{\circ} 52' 50''$ West, departing said west and east lines and with the south right-of-way line of the proposed Fort Bend Parkway, at 219.81 feet pass the common line between the aforesaid 1.9747 acre and 0.4416 acre tract and continuing in all a total of 320.96 feet to a point for corner on the west line of said 0.4416 acre tract and in Oyster Creek;

Thence North $17^{\circ} 13' 53''$ West, 91.28 feet with the west line of said 0.4416 acre tract and with a line in said Oyster Creek to a point for corner, the northwest corner of said 0.4416 acre tract, same being the southwest corner of that certain tract called 1.0262 acres conveyed to R.W. Holford and Lynn Holford by an instrument of record in Volume 773, Page 420 of the F.B.C.D.R.;

Thence North $85^{\circ} 50' 23''$ East, with the common line between said 0.4416 acre Senior Tract and said 1.0262 acre Holford tract, at 94.00 feet pass a bent 1/2-inch iron rod found marking the northeast corner of said 0.4416 acre tract, the southeast corner of said 1.0262 acre tract, the northwest corner of the aforesaid 1.9747 acre Senior tract and the southwest corner of that certain tract called 1.9747 acres conveyed to R.W. Holford and Wife, Lynn Holford by an instrument of record in Volume 804, Page 52 of the F.B.C.D.R., and continue with the north line of said 1.9747 acre Senior Tract and with the south line of said 1.9747 acre Holford tract, at 343.07 feet pass a found 5/8-inch iron rod and continue in all a total of 343.31 feet to a point for corner, the northeast corner of said 1.9747 acre Senior tract, the southeast corner of said 1.9747 acre Holford tract and from said point a 5/8-inch iron rod found marking the northeast corner of said 1.9747 acre Holford tract bears North $03^{\circ} 05' 39''$ West, 255.59 feet;

Thence South $03^{\circ} 05' 39''$ East, 94.76 feet with the east line of said 1.9747 Senior tract and with the west line of the aforesaid Private Road and H.L.&P. Company easements to the POINT OF BEGINNING and containing 0.699 acre (30,407 square feet) of land:

LJA Engineering & Surveying, Inc.

SELLER'S TEMPORARY RESIDENTIAL LEASE

1. **PARTIES:** The parties to this Lease are Fort Bend County Toll Road Authority (Landlord) and Ralph and Carolyn Senior (Tenant).
2. **LEASE:** Landlord leases to Tenant the Property described in Exhibit A, save and except the 0.699 acres described in Exhibit B, between Landlord as Buyer and Tenant as Seller known as 4522 Watts Plantation Road, Fresno, Texas 77545.
3. **TERM:** The term of this Lease commences on the date the sale covered by the Contract is closed and funded and terminates upon the death of Ralph Senior or Carolyn Senior, whichever comes later, unless terminated earlier by reason of other provisions.
4. **RENTAL:** Tenant shall pay to Landlord as rental \$1 (excluding the day of closing and funding) with the full amount of rental for the term of the Lease to be paid at the time of funding of the sale. Tenant will not be entitled to a refund of rental if this Lease terminates early due to Tenant's default or voluntary surrender of the Property.
5. **UTILITIES:** Tenant shall pay all utility charges.
6. **USE OF PROPERTY:** Tenant may use the Property only for residential purposes. Tenant may not assign this Lease or sublet any part of the Property.
7. **CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to Landlord and may remove any and all improvements and trees from the Property prior to the end of this Lease.
8. **ALTERATIONS:** Tenant may not alter the Property or install improvements or fixtures without the prior written consent of the Landlord. Any improvements or fixtures placed on the Property during the Lease become the Property of Landlord, subject to the right of removal described in paragraph 7.
9. **SPECIAL PROVISIONS:** Landlord may enter upon the Property to conduct survey and soils testing for its proposed roadway during the term of this Lease upon 72 hours notice to Tenant.
10. **LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.
11. **REPAIRS AND MAINTENANCE:** Except as otherwise provided in this Lease, Tenant shall bear all expense of repairing and maintaining the Property, including but not limited to the yard, trees and shrubs. Tenant shall promptly repair at Tenant's expense any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the Landlord, Landlord's agents or invitees.
12. **INDEMNITY:** Tenant indemnifies Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord.

13. **INSURANCE:** Landlord and Tenant shall each maintain such insurance on the contents and Property as each party may deem appropriate during the term of this Lease. **NOTE: CONSULT YOUR INSURANCE AGENT; POSSESSION OF THE PROPERTY BY SELLER AS TENANT MAY CHANGE INSURANCE POLICY COVERAGE.**
14. **DEFAULT:** If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.
15. **TERMINATION:** This Lease terminates upon expiration of the term specified in Paragraph 3 or upon Tenant's default under this Lease.
16. **HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$1 per month during the period of any possession after termination as damages, in addition to any other remedies to which Landlord is entitled. Tenant shall be entitled to 30 days notice prior to the termination of this Lease after the initial term.
17. **SMOKE DETECTORS:** The Texas Property Code requires Landlord to install smoke detectors in certain locations within the Property at Landlord's expense. Tenant expressly waives Landlord's duty to inspect and repair smoke detectors.
18. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Landlord: c/o
Allen Boone Humphries Robinson LLP
Attn: Richard L. Muller
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Telephone: (713) 860-6415
Facsimile: (713) 860-6615
Email: rmuller@abhr.com

To Tenant:
Ralph and Carolyn Senior
13035 Highway 6
Rosharon, Texas 77583-2015

Telephone: (281) 850-3087
Facsimile: ()
Email: _____

(SIGNATURE PAGE FOLLOWS)

LANDLORD:

FORT BEND COUNTY TOLL ROAD AUTHORITY

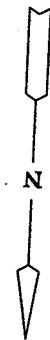
By: _____
Richard L. Muller
Authorized Agent

TENANT:

Ralph Senior

Carolyn Senior

Initialed for Identification by Landlord _____ and Tenant _____



WATTS PLANTATION Fnd. 1/2" I.R.

P.O.C.
PARCEL 42

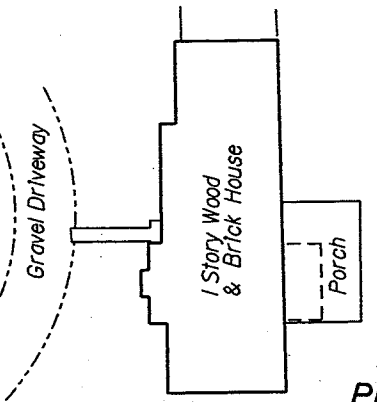
MOSES SHIPMAN LEAGUE A-86

HENRY WATTS SUBDIVISION
OF 125.4 ACRES
VOL. 114, PG. 432
DISTRICT COURT MINUTES
FORT BEND COUNTY RECORDS

RESIDUE OF A
CALLED 13 ACRES
(LOT 16)
DORIS SENIOR
VOL. 114, PG. 541
F.B.C. PROBATE RECORDS

60' PRIVATE RD. ESMT.
VOL. 804, PG. 48. &
60' HL&P ESMT.
VOL. 843, PG. 20
F.B.C.D.R.

N03°05'39"W L 687.94'



PROPOSED R.O.W.

219.81'
S86°52'50"W 320.96'

P.O.B.
PARCEL 43
X=3,074,275.43
Y=13,757,454.56

CALLED 1.9747 ACRES
RALPH S. SENIOR, ET UX
VOL. 804, PG. 56
F.B.C.D.R.

43

Fnd. 5/8" I.R.
Which Bears
S85°50'23"W
0.24'

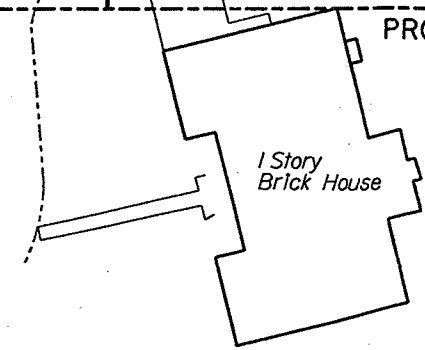
S03°05'39"E 94.76'

CALLED 1.9747 ACRES
W. HOLFORD AND WIFE LYNN HOLFORD
VOL. 804 PG. 52
F.B.C.D.R.

PROPOSED FORT BEND PARKWAY (Width Varies)

S86°52'50"W 3,775.42'

PROJECT BASELINE



CALLED 0.4416 ACRES
RALPH S. SENIOR, ET UX
VOL. 773, PG. 423
F.B.C.D.R.

N17°13'53"W 912.8'

RAYMOND G. SCHINDLER, TRUSTEE
CALLED 37.767 ACRES
VOL. 1356 PG. 736
F.B.C.D.R.

OYSTER CREEK

CALLED 1.0262 ACRES
R. W. HOLFORD AND WIFE LYNN HOLFORD
VOL. 773 PG. 420
F.B.C.D.R.

PROPOSED R.O.W.

Fnd. 5/8" I.R.
14.09'

NOTES:

1. METES AND BOUNDS DESCRIPTION FOR SUBJECT TRACT PREPARED BY SEPARATE INSTRUMENT BY THE UNDERSIGNED, DATED JUNE 16, 2006.
2. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD 83), WITH COORDINATES GIVEN IN FEET. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED ADJUSTMENT FACTOR OF 0.9998657.

FOUND 5/8" IRON ROD (Unless otherwise noted)
SET 5/8" IRON ROD WITH "LJA-ENG" CAP

■ PARCEL 43

EXISTING	TAKING	REMAINDER	
		LEFT	RIGHT
2.4163	0.699 AC. (30,470 S.F.)	1.7173	

PARCEL PLAT
SHOWING PROPERTY OF
RALPH S. SENIOR, ET UX
FORT BEND PARKWAY, PHASE B
FORT BEND COUNTY, TEXAS
LJA ENGINEERING & SURVEYING, INC. JUNE 2006

SCALE: 1" = 50'