



Property Acquisition Services, Inc.

January 17, 2011

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

1-4-11
AGENDA ITEM
30 B 2

Re: Dulles Avenue Project
Parcel 12 – Colony One Auto Center, Inc.

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
 - Tax Agreement
 - Waiver of Inspection & Disclosure to Owner
 - Buyer Correspondence Information Form
 - Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have the settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

Shelly Johnson
Project Coordinator

Enclosures

*Approved by [Signature]
FBC A to [Signature]
to [Signature] only
1/14/11
WJK*

1-17-11 copy received

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested: January 17, 2011

Check Needed By: January 31, 2011

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: Dulles Ave.

Payee: Stewart Title Company

Payee's Address: 14100 Southwest Frwy, Ste 200
Sugar Land, TX 77478

Payee's Tax ID/SS #: On File

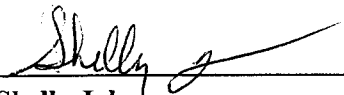
Amount of Check: **\$8,682.95**

Description: Parcel 12 - Colony One Auto Center, Inc. - All of William
Stafford, One and One Half League, abstract No. 89 (0.0354
acres), Ft Bend County, Texas

Comments:

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By:



Shelly Johnson

**Right of Way
Invoice Transmittal**

Date	January 17, 2011		
Requested By	Property Acquisition Services		
Project Number	720		
Road Name	Dulles Ave.	Parcel # 12	
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	\$8,682.95		
Date Check is Needed By	January 31, 2011	Closing Date	February 1, 2011
Return Check To	Paulette @ Engineering		
Description	Parcel 12 - Colony One Auto Center, Inc. - All of William Stafford, One and One Half League, abstract No. 89 (0.0354 acres), 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	January 4, 2011		
	<u>Name</u>	<u>Date</u>	
Reviewed by Requestor	Mark Davis	January 17, 2011	
Reviewed by Co. Attorney	<i>William H. Vidon</i>	<i>1/18/11</i>	
Reviewed by Engineering	<i>Paulette Batts</i>	<i>1/18/11</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

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§ KNOW ALL MEN BY THESE PRESENTS
§

THAT THE UNDERSIGNED, **COLONY ONE AUTO CENTER, INC.**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of EIGHT THOUSAND TWO HUNDRED THIRTY FOUR DOLLARS (\$8,234.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

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

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

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

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

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

EXECUTED this _____ day of _____, 2011.

COLONY ONE AUTO CENTER, INC.

By _____

Title _____

Printed Name _____

Acknowledgement

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of
_____, 2011, by _____.

NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

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

EXHIBIT "A"

RIGHT OF WAY ACQUISITION
OWNER: COLONY ONE AUTO CENTER, INC.
SUBDIVISION: VININGS II APARTMENTS
FORT BEND COUNTY, TEXAS
PARCEL No. 12

PROPERTY DESCRIPTION

Being a 0.0354 acre tract of land situated in the William Stafford, One and One Half League, Abstract No. 89 in Fort Bend County, Texas, and being a portion an 2.8536 acre tract of land (by plat), known as Restricted Reserve "A", Final Plat of The Vinings II Apartments, Plat Slide 1751A, of the Plat Records of Fort Bend County Texas, said 0.0354 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found with cap stamped "SITECH", said point being the southeast corner of said Restricted Reserve "A", same being an interior corner of a 10.2640 acre tract of land known as Restricted Reserve "B", recorded under County Clerk's File Number 2001026632, of the Deed Records of Fort Bend County Texas; **THENCE** South 87 degrees 37 minutes 20 seconds West, along the north line of said Restricted Reserve "B", same being the south line of said Restricted Reserve "A", passing at a distance of 385.81 feet, the northeast corner of a 20 foot by 20 foot waterline easement, recorded in Plat Slide 1751A of the Plat Records of Fort Bend County Texas, in all, a distance of 395.82 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON, TX" set for the **POINT OF BEGINNING**;

THENCE South 87 degrees 37 minutes 20 seconds West, with the south line of said Restricted Reserve "A", the north line of said Restricted Reserve "B", and the north line of said 20 foot by 20 foot waterline easement, in all a distance of 10.00 feet, to a 5/8 inch iron rod with cap stamped "SITECH" found for the southwest corner of said Restricted Reserve "A", the northwest corner of said Restricted Reserve "B", and in the east right-of-way of Dulles Avenue (a variable width right-of-way);

THENCE North 01 degrees 22 minutes 14 seconds West, with the west line of said Restricted Reserve "A", and the east right-of-way of said Dulles Avenue, passing at a distance of 209.28 feet, a point on the southerly line of a 20 foot Pan American Gas Company easement, recorded in Volume 488, Page 38, of the Deed Records of Fort Bend County Texas, passing at a distance of 238.58 feet, a point on the northerly line of said 20 foot Pan American Gas Company easement, said point also being the southerly line of a 20 foot Houston Pipeline Company easement, recorded in Volume 209 Page 520, of the Deed Records of Fort Bend County Texas, passing at a distance of 267.88 feet, a point on the northerly line of said 20 foot Houston Pipeline Company easement, said point also being on the southerly line of a 20 foot Trunkline Pipeline Company easement, recorded in Volume 369, Page 97, of the Deed Records of Fort Bend County Texas, passing at a distance of 297.18 feet, a point on the northerly line of said 20 foot Trunkline Pipeline Company easement, in all, a distance of 308.03 feet to a 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON TX." set for corner, from which a 5/8 inch bent iron rod found bears South 30 degrees 38 minutes 52 seconds West, a distance of 0.21 feet, said 5/8 inch iron rod with blue cap stamped "GORRONDONA & ASSOC INC. HOUSTON TX." being the northwest corner of said Restricted Reserve "A", and in the south line of a tract of land known as the South 1/2 of Lot 82, of the Stafford Oaks Subdivision, recorded in Volume 255, Page 484, of the Deed Records of Fort Bend County Texas;

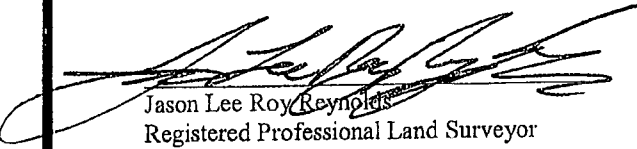
THENCE

South 03 degrees 13 minutes 52 seconds East, passing at a distance of 11.25 feet, a point for the northerly corner of said 20 foot Trunkline Pipeline Company easement, passing at a distance of 41.62 feet, a point on the southerly line of said 20 foot Trunkline Pipeline Company easement, said point also being the northerly line of said 20 foot Houston Pipeline Company easement, passing at a distance of 71.99 feet, a point for the southerly line of said 20 foot Houston Pipeline Company easement, said point also being the northerly line of said 20 foot Pan American Gas Company easement, passing at a distance of 102.36 feet, a point for the southerly line of said Pan American Gas Company easement, in all, a distance of 308.02 feet to the **POINT OF BEGINNING**, and containing 1,540 square feet or 0.0354 acres of land;

This property description is accompanied by a separate plat of even date.

All bearings are referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83.

I, Jason Lee Roy Reynolds, a Registered Professional Land Surveyor, do hereby certify that the above description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.


Jason Lee Roy Reynolds
Registered Professional Land Surveyor
Texas No. 5545

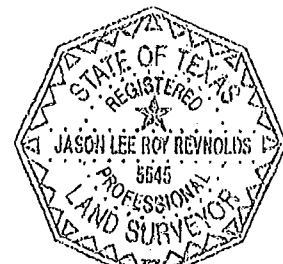


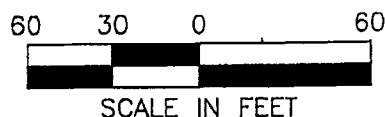
EXHIBIT "A"

SOUTH 1/2 OF LOT 82
STAFFORD OAKS SUBDIVISION
VOLUME 255, PAGE 484 D.R.F.B.C.T.
BOCHASANWASI SHREE AKSHAR PURUSHOTTAM
SWAMINARAYAN SANSTHA SOUTHWEST
C.C.F. No. 2008014318

FINAL PLAT OF THE
VININGS II APARTMENTS
PLAT SLIDE 1751A
P.R.F.B.C.T.

10' UTILITY EASEMENT (BY DEED)
VOLUME 255, PAGE 484, D.R.F.B.C.T.
20' AERIAL EASEMENT (BY DEED)
VOLUME 255, PAGE 484, D.R.F.B.C.T.

RESTRICTED RESERVE "A"
COLONY ONE AUTO CENTER
2.8536 ACRES (BY PLAT)
PLAT SLIDE 1751A, P.R.F.B.C.T.



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 87°37'20"W	10.00'

P.O.C.

FOUND
5/8" IRON ROD WITH CAP
STAMPED "SITECH"

S 87°37'20"W 395.82'
385.82'

10' UTILITY EASEMENT
AND 20' AERIAL EASEMENT (BY DEED)
VOLUME 255, PAGE 484, D.R.F.B.C.T.

RESTRICTED RESERVE "B"
PRINCIPAL LIFE INSURANCE COMPANY
10.2640 ACRES (BY DEED)
C.C.F. No. 2001026632, D.R.F.B.C.T.

P.O.B.

SET 5/8" IRON ROD
WITH BLUE CAP STAMPED
"GORRONDONA & ASSOC
INC. HOUSTON, TX"

20'x20" WATERLINE
EASEMENT (PER PLAT)
PLAT SLIDE 1751A,
P.R.F.B.C.T.

FOUND 5/8" IRON ROD
WITH CAP STAMPED "SITECH"

SEE
DETAIL "A"

DETAIL "A"
N.T.S.

DULLES AVENUE
(A VARIABLE WIDTH RIGHT-OF-WAY)

S 03°13'52"E 308.02'
N 01°22'14"W 308.03'

NOTES:

- 1) BASIS OF BEARINGS IS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
- 2) THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.



FORT BEND COUNTY, TEXAS

1124-52 BLUME ROAD, P.O. BOX 1449 • FORT BEND COUNTY, TEXAS • 77471

DULLES AVENUE RIGHT OF WAY ACQUISITION

PARCEL NO. 12

OWNER: COLONY ONE AUTO CENTER, INC.

SUBDIVISION: VININGS II APARTMENTS

LOCATION: FORT BEND COUNTY, TEXAS

ROW ACQUISITION ACREAGE: 1,540 SQUARE FEET OR 0.0354 ACRES

WHOLE PROPERTY ACREAGE: 2.8536 ACRES (BY PLAT)

JOB NO. 0812-3446

DRAWN BY: TEC

CK BY: JLR

CAD FILE: 0812-3446_PARCEL 12

DATE: OCT. 27, 2010

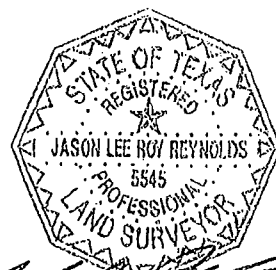
PAGE 3 OF 3

SCALE: 1" = 60'

JASON LEE ROY REYNOLDS

REGISTERED-PROFESSIONAL LAND SURVEYOR
NO. 5545

GORRONDONA & ASSOCIATES, INC. • 110 CYPRESS STATION DR., SUITE 157 HOUSTON, TX. 77090 • 281-419-2453 FAX 281-419-2506



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: 1015731372a	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:****E. Name & Address
of Seller:**

Colony One Auto Center, Inc.

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

Parcel 12

Metes & Bounds

Being 0.0354 acre tract of land situated in the William Stafford, One and One Half League, A-89 in Fort Bend County, Texas; and being more particularly described by metes and bounds attached hereto.

H. Settlement Agent:**Place of Settlement:**

Monroe A Ashworth, 170-Stewart Title Company, 14100 Southwest Freeway, Suite 200, Sugar Land, TX 77478, (281)491-7050
14100 Southwest Freeway, Suite 200, Sugar Land, TX 77478

I. Settlement Date:

1/14/2011

Proration Date:

1/14/2011

Disbursement Date:

1/14/2011

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	\$8,234.00	401. Contract sales price	\$8,234.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$448.95	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	\$8,682.95	420. Gross Amount Due to Seller	\$8,234.00
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.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	\$0.00	520. Total Reduction Amount Due Seller	\$0.00
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	\$8,682.95	601. Gross amount due to seller (line 420)	\$8,234.00
302. Less amounts paid by/for borrower (line 220)	\$0.00	602. Less reductions in amount due seller (line 520)	\$0.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$8,682.95	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$8,234.00

L. Settlement Charges			
		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700.	Total Sales/Broker's Commission		
Division of commission (line 700) as follows:			
701.			
702.			
703.	Commission paid at settlement		
704.			
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 to Stewart Title Company	\$150.00	
1102.	Abstract or title search		
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation		
1106.	Notary fees		
1107.	Attorney's fees to		
Includes above item numbers:			
1108.	Title Insurance to Stewart Title Company	\$229.00	
Includes above item numbers:			
1109.	Lender's coverage		
1110.	Owner's coverage \$8,234.00	\$229.00	
1111.	Tax cert to Stewart Title Company	\$64.95	
1112.	State Policy Fee to Stewart Title Policy Guaranty Fee	\$5.00	
1113.			
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)		\$448.95	\$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).

1/17/2011 9:18:55 AM

File Number: 1015731372a

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.

Colony One Auto Center, Inc.

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

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.

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):

Colony One Auto Center, Inc

By: _____
Name: _____
Title: _____

PURCHASER (S):

FORT BEND COUNTY

By: 
Judge Robert E. Hebert
Fort Bend County Judge 1-19-11

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.

TAX AGREEMENT

GF No.: 1015731372

Prcl 12

Brief Description of Property:

A tract of land being 0.0354 acres out of Restricted Reserve "A", of the Final Plat of Vinings II Apartments, a subdivision in County, Texas, according to the map or plat thereof recorded in/under Slide No. 1751/A of the Map/Plat Records of County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

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):

Colony One Auto Center, Inc.

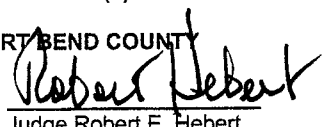
By: _____

Name: _____

Title: _____

PURCHASER (S):

FORT BEND COUNTY

By: 
Judge Robert E. Hebert
Fort Bend County Judge

1-19-11

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Fort Bend GF No.1015731372

Brief Description of Property:

A tract of land being 0.0354 acres out of Restricted Reserve "A", of the Final Plat of Vinings II Apartments, a subdivision in County, Texas, according to the map or plat thereof recorded in/under Slide No. 1751/A of the Map/Plat Records of 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 January, 19, 2011.

FORT BEND COUNTY

By: 

Judge Robert E. Hebert
Fort Bend County Judge

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

Is this a temporary address? _____ YES X
NO

E-MAIL ADDRESS: sjohnson@pascorp.com

FORT BEND COUNTY

By: Judge Robert E. Hebert
Fort Bend County Judge

Date: January 19, 2011

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):

Colony One Auto Center, Inc.

By: _____

Name: _____

Title: _____

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

Notary Public in and for
The State of Texas