

9-27-11  
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**COUNTY ATTORNEY**  
Fort Bend County, Texas

ROY L. CORDES, JR.  
County Attorney

(281) 341-4555  
Fax (281) 341-4557

November 14, 2011

Thor Ranch, LLC  
c/o Thor Equities, LLC  
25 West 39th Street, 10th Floor  
New York, New York 10018  
Attn: Joseph J. Sitt

Re: Purchase of 8.99 Acres of Land (the "ROW")

Mr. Sitt:

Pursuant to our recent correspondence with your agent, Blake Tartt, III, I am submitting this letter agreement (this "Agreement") to memorialize the agreement between Fort Bend County (the "County") and Thor Ranch, LLC ("Thor") for the purchase of the ROW on the following basis:

1. Thor agrees to sell and the County agrees to purchase the Land (being a 5.308 acre parcel ("Parcel A") and a 3.682 acre parcel ("Parcel B")) for \$2,055,921 (391,604 sf at \$5.25 per sf). The metes and bounds descriptions for Parcel A and Parcel B are attached hereto, and made a part hereof, as Exhibit A and Exhibit B respectively.
2. The County agrees to close and fund, on a business day, within 30 days of the execution of this Agreement using Stewart Title Company (the "Title Company"), 14100 Southwest Freeway., Suite 200, Sugar Land, Texas 77478, Attn: Monroe A. Ashworth IV. The actual date upon which occurs the closing and funding of this transaction (the "Closing") shall be the "Closing Date".
3. At the Closing, the following shall occur:
  - (a) Thor shall deliver to the County a duly executed and acknowledged special warranty deed (the "Deed"), in the form attached hereto and made a part hereof as Exhibit C (the "Deed"), subject to (i) the reservations and easements reserved in the Deed, (ii) all of the exceptions and encumbrances contained in Schedule B to the commitment for title insurance issued by the Title Company, and (iii) taxes for the year of Closing, payment of which shall be prorated and assumed by the County.
  - (b) The County shall pay to the Title Company for the account of Thor the Purchase Price in Cash, plus or minus applicable prorations determined by the Title Company in a manner consistent with this Agreement;
  - (c) Real estate taxes and all other state, county or local taxes or assessments for the then current year relating to the Land shall be prorated as of Closing. The County shall pay, on behalf of itself and the County, all taxes and assessments due against the Land from the Closing Date to the end of the year. In the event that the Land is not separately assessed by applicable taxing authorities and is assessed together with other property of Thor, then for purposes of the prorations set forth herein, the taxes attributable to the Land shall be calculated by multiplying the total taxes covered by the applicable tax bill by a fraction, the numerator of which is the number of square feet of the Land and the denominator of which is the total number of square feet of land (including the Land) covered by such tax bill. If Closing

11-23-11 copy received

shall occur before the actual taxes for the then current year are known, the apportionment of taxes shall be upon the basis of taxes for the Land (calculated as aforesaid, if the Land is not separately assessed) for the immediately preceding year, provided that, if the taxes for the current year are thereafter determined to be more or less than the taxes for the preceding year (after any appeal of the assessed valuation thereof is concluded), Thor and the County promptly shall adjust the proration of such taxes and Thor or the County, as the case may be, shall pay to the other any amount required as a result of such adjustment and this subparagraph (c) shall not merge with the Deed delivered hereunder but shall survive Closing. All special taxes or assessments actually assessed prior to Closing shall be prorated as set forth above, and those assessed after the expiration of Closing shall be paid by the County;

(d) Any escrow fee charged by the Title Company shall be paid by the County. The County shall pay all transfer charges and fees for the recording of the Deed. Each party shall be responsible for the payment of its own attorneys' fees incurred in connection with the transaction which is the subject of this Agreement;

(e) Possession of the Land shall be given to the County;

(f) the County and Thor shall deliver to each other such documentary and other evidence as may be reasonably required by them or the Title Company evidencing the status and capacity of the County or Thor and the authority of the person or persons who are executing the various documents on behalf of the County or Thor in connection with this Agreement.

4. The County shall pay all closing costs and expenses related to the purchase of the Land and the replatting thereof and segregating the same as a separate tax lot/account, which the County covenants and agrees shall occur by no later than December 31, 2011, which covenant and agreement shall survive the Closing Date.

5. In consideration of the purchase of the Land by the County, and its platting thereof, Thor agrees to release the County and its affiliated entities from any claims that it might have or had in the past regarding the refusal of the County to approve any prior plats submitted by Thor, its affiliated entities or agents.

6. In the event that either party shall default in its obligations under this Agreement and the Closing does not take place as a result thereof, the non defaulting party shall have the option, as its sole and exclusive remedy, of instituting an action for specific performance, it being understood that neither party shall have the right to recover damages from the other by virtue of any default hereunder.

7. Land Condition. THE LAND IS BEING CONVEYED "AS IS, WHERE IS." THE COUNTY ACKNOWLEDGES THAT, EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THE DEED TO BE DELIVERED AT CLOSING, THOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE LAND, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE LAND FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE LAND WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LAND, OR (v) ANY OTHER MATTER WITH RESPECT TO THE LAND. SPECIFICALLY, BUT NOT IN LIMITATION

OF THE FOREGOING, THE COUNTY FURTHER ACKNOWLEDGES THAT THOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE LAND WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LAND, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. THE COUNTY SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE LAND AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THOR, ITS AGENTS OR CONTRACTORS. THOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE LAND OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF THOR.

8. No Representations. EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING, THOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LAND, ITS PHYSICAL CONDITION, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR WITH RESPECT TO INFORMATION OR DOCUMENTS PREVIOUSLY FURNISHED TO THE COUNTY OR FURNISHED TO THE COUNTY PURSUANT TO THIS AGREEMENT, OR WITH RESPECT TO THOR'S OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE LAND.



Marcus D. Spencer  
Assistant County Attorney  
Fort Bend County Attorney's Office  
301 Jackson, Ste 728  
Richmond Texas TX 77469

THE TERMS OF THIS AGREEMENT ARE  
ACKNOWLEDGED AND AGREED:

**THOR RANCH, LLC,**

a Delaware limited liability company

By: Thor Ranch Holdings, LLC, a  
Delaware limited liability company,  
its sole member

By: Thor Urban Operating Fund, L.P., a  
Delaware limited partnership,  
its Sole Member

By: Thor Operating Fund, L.L.C., a  
Delaware limited liability company,  
its General Partner

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

Name: Morris H. Boy

Title: Secretary

**FORT BEND COUNTY**



Robert E. Hebert, County Judge

Date: 11-22-2011

*Approved by Commissioners Court on  
September 27, 2011*

**EXHIBIT A**

**PARCEL A**

Metes and Bounds Description  
5.308 Acres (231,216 Square Feet)  
I. & G.N.R.R. Co. Survey, A-365  
Fort Bend County, Texas

Being 5.308 acres (231,216 square feet) of land located in the I. & G.N.R.R. Co., A-365, Fort Bend County, Texas, and being a portion of a called 41.41 acre tract of land conveyed to Thor Ranch, L.L.C. as recorded under Fort Bend County Clerk's File Number (F.N.) 2006161518 of the Fort Bend County Official Records (F.B.C.O.R.), said 5.308-acre tract being more particularly described by metes and bounds as follows with all bearings referenced to the Texas Coordinate System of 1927, South Central Zone:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found marking the southeasterly cutback corner of the intersection of Spring Green Boulevard (120' wide) as recorded in Plat Number 20060046 of the Fort Bend County Plat Records (F.B.C.P.R.) and being in the northerly right-of-way line of F.M.1093 (100 feet wide) as described in the deed recorded in Volume 285, Page 292 of said F.B.C.D.R. and being the southwesterly corner of the herein described tract and the beginning of a tangent curve to the right;

THENCE, northwesterly 41.16 feet, along the easterly right-of-way line of said Spring Green Boulevard and along said curve to the right (Central Angle =  $94^{\circ}20'15''$ , Radius = 25.00 feet, Chord Bearing and Distance = North  $49^{\circ}48'48''$  West, 36.67 feet) to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for a point of tangency;

THENCE, North  $02^{\circ}38'40''$  West, along the easterly right-of-way line of said Spring Green Boulevard, a distance of 102.93 feet to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for the beginning of a tangent curve to the left;

THENCE, northwesterly 75.55 feet, along the easterly right-of-way line of said Spring Green Boulevard and along said curve to the left (Central Angle =  $02^{\circ}06'05''$ , Radius = 2,060.00 feet, Chord Bearing and Distance = North  $03^{\circ}41'43''$  West, 75.55 feet) to a 5/8-inch iron rod with plastic cap stamped "AECOM" set for the northwesterly corner of the herein described tract;

THENCE, South  $50^{\circ}35'09''$  East, departing said easterly right-of-way line, a distance of 55.17 feet to 5/8-inch iron rod with plastic cap stamped "AECOM" set for an angle point;

THENCE, North  $83^{\circ}01'05''$  East, a distance of 331.56 feet to 5/8-inch iron rod with plastic cap stamped "AECOM" set for an angle point;

THENCE, North  $87^{\circ}35'56''$  East, a distance of 137.70 feet to 5/8-inch iron rod with plastic cap stamped "AECOM" set for an angle point;

THENCE, North  $83^{\circ}01'35''$  East, a distance of 950.74 feet to 5/8-inch iron rod with plastic cap stamped "AECOM" set for the northeasterly corner of the herein described;

THENCE, South 06°58'25" East, a distance of 154.00 feet to 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for the southeasterly corner of the herein described and on the northerly right-of-way line of said F.M.1093;

THENCE, South 83°01'35" West, along said northerly right-of-way line, a distance of 933.18 feet to 3/4-inch iron pipe found for an angle point;

THENCE, South 83°01'05" West, along said northerly right-of-way line, a distance of 511.60 feet to the POINT OF BEGINNING, containing within its bounds a computed area of 5.308 acres (231,216 square feet) of land.

Prepared by:  
AECOM Technical Services, Inc.  
5757 Woodway, Suite 101 West  
Houston, Texas 77219  
(713) 780-4123  
Job No. 60093404.18  
August 15, 2011  
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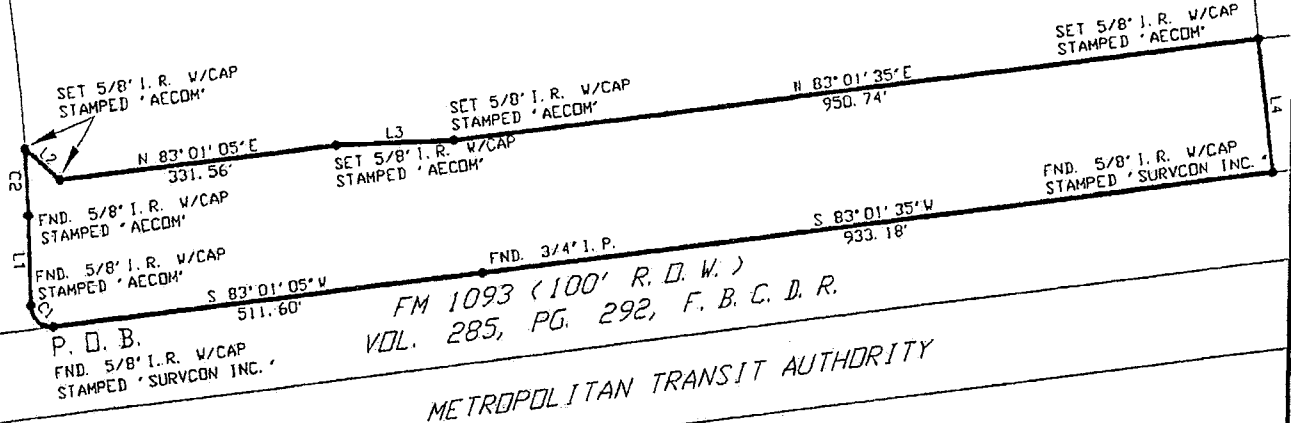
*James B. McAllister, Jr.*  
08/15/11

I. & G. N. R. R. CO. SURVEY, A-365

THOR RANCH, LLC  
 F. N. 2006161518  
 F. B. C. D. R.



SPRING GREEN BLVD. PLAT NO. 20060046  
 < 120' ROAD  
 F. B. C. D. R.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°38'42"W	102.93'
L2	S50°35'09"E	55.17'
L3	N87°35'56"E	137.70'
L4	S06°58'25"E	154.00'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	94°20'56"	41.16'	25.00'	N49°48'41"W	36.67'
C2	2°06'05"	75.55'	2060.00'	N03°41'43"W	75.55'

General Notes:

- All bearings shown hereon are referenced to the Texas Coordinate System of 1927, South Central Zone. All coordinates and distances shown are surface and can be convert to grid multiply by a combined Scale Factor of 0.9998869901.
- The exteriors of all easements are to intersect with the exteriors of all adjoining easements or with adjoining property lines.

EXHIBIT OF  
 5.308 ACRES (231,216 SQ.FT.)  
 I. & G. N. R. R. CO. SURVEY, A-365  
 FORT BEND COUNTY, TEXAS

		AECOM TECHNICAL SERVICE, INC. 5757 WOODWAY, SUITE 101 WEST HOUSTON, TEXAS 77057-1599 WWW.AECOM.COM PHONE NO. 713-780-4100	
		SCALE: 1" = 200'	JOB NO. 60093404.18
DATE: 08-15-11	F.B. NO. -		
DWN BY: JBM	CHKD BY: RLM	PROJECT: THOR FM 1093	

**EXHIBIT B**

**PARCEL B**

Metes and Bounds Description  
3.682 Acres (160,388 Square Feet)  
I. & G.N.R.R. Co. Survey, A-365  
Fort Bend County, Texas

Being 3.682 acres (160,388 square feet) of land located in the I. & G.N.R.R. Co., A-365, Fort Bend County, Texas, and being a portion of a called 38.58 acre tract of land conveyed to Thor Ranch, L.L.C. as recorded under Fort Bend County Clerk's File Number (F.N.) 2006161518 of the Fort Bend County Official Records (F.B.C.O.R.), said 3.682-acre tract being more particularly described by metes and bounds as follows with all bearings referenced to the Texas Coordinate System of 1927, South Central Zone:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found marking the southwesterly cutback corner of the intersection of Spring Green Boulevard (120' wide) as recorded in Plat Number 20060046 of the Fort Bend County Plat Records (F.B.C.P.R.) and being in the northerly right-of-way line of F.M.1093 (100 feet wide) as described in the deed recorded in Volume 285, Page 292 of said F.B.C.D.R. and being the southeasterly corner of the herein described tract;

THENCE, South 83°01'05" West, along the northerly right-of-way line of said F.M. 1093, a distance of 1,046.56 feet to a 1/2-inch iron pipe found for the southwesterly corner of the herein described tract, also being the southeasterly corner of a called 3.00 acre residue of a called 62.2830 acre tract of land conveyed to Jane Harwood McGall and Stephen Harwood in deed recorded in Volume 707, Page 701 of the Fort Bend County Deed Records (F.B.C.D.R.);

THENCE, North 47°57'27" West, departing said northerly right-of-way line and along the easterly line of said 3.00 acre tract, a distance of 143.20 feet, to a 5/8-inch iron rod with plastic cap stamped "AECOM" set for the northwesterly corner of the herein described tract;

THENCE, North 79°12'28" East, departing said easterly line, a distance of 705.57 feet to 5/8-inch iron rod with plastic cap stamped "AECOM" set for an angle point;

THENCE, North 83°01'05" East, a distance of 431.32 feet to 5/8-inch iron rod with plastic cap stamped "AECOM" set for an angle point;

THENCE, North 39°38'55" East, a distance of 58.16 feet to 5/8-inch iron rod with plastic cap stamped "AECOM" set for the northeasterly corner of the herein described tract same being on the westerly right-of-way line of said Spring Green Boulevard and also being the beginning of a non-tangent curve to the right;

THENCE, southeasterly 56.44 feet, along said westerly right-of-way line and along said curve to the right (Central Angle = 01°40'01", Radius = 1,940.00 feet, Chord Bearing and Distance = South 03°28'26" East, 56.44 feet) to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for a point of tangency;

THENCE, South 02°38'40" East, along said westerly right-of-way line, a distance of 115.83 feet to 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for the beginning of a tangent curve to the right;

THENCE, southwesterly 37.38 feet, along said westerly right-of-way line and along said curve to the right (Central Angle = 85°39'45", Radius = 25.00 feet, Chord Bearing and Distance = South 40°11'12" West, 33.99 feet) to the POINT OF BEGINNING, containing within its bounds a computed area of 3.682 acres (160,388 square feet) of land.

Prepared by:

AECOM Technical Services, Inc.

5757 Woodway, Suite 101 West

Houston, Texas 77219

(713) 780-4123

Job No. 60093404.18

August 15, 2011

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*James B. McAllister, Jr.*  
08/15/11

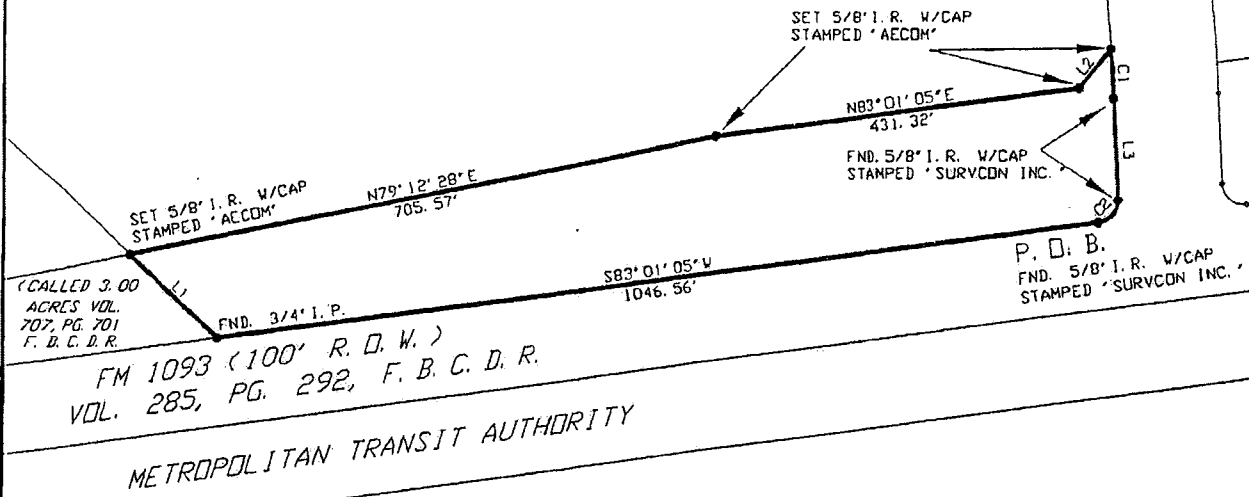
I. & G. N. R. R. CO. SURVEY, A-365

THOR RANCH, LLC  
 F. N. 2006161518  
 F. B. C. D. R.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N47°57'27"W	143.20'
L2	N39°38'55"E	58.16'
L3	S02°38'33"E	115.82'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	1°40'01"	56.44'	1940.00'	S03°28'41"E	56.44'
C2	85°39'14"	37.38'	25.01'	S40°11'24"W	34.00'

SPRING GREEN BLVD.  
 (120' RDW)  
 PLAT NO. 20060046  
 F. B. C. P. R.



FM 1093 (100' R. D. W.)  
 VOL. 285, PG. 292, F. B. C. D. R.

METROPOLITAN TRANSIT AUTHORITY

EXHIBIT OF  
 3.682 ACRES (160,388 SQ.FT.)  
 I. & G.N.R.R. CO. SURVEY, A-365  
 FORT BEND COUNTY, TEXAS

General Notes:

- All bearings shown hereon are referenced to the Texas Coordinate System of 1927, South Central Zone. All coordinates and distances shown are surface and can be convert to grid multiply by a combined Scale Factor of 0.9998869901.
- The exteriors of all easements are to intersect with the exteriors of all adjoining easements or with adjoining property lines.

		AECOM TECHNICAL SERVICES, INC. 5757 WOODWAY, SUITE 101 WEST HOUSTON, TEXAS 77057-1599 WWW.AECOM.COM PHONE NO. 713-780-4100	
		SCALE: 1" = 200'	JOB NO. 60093404.18
DATE: 08-15-11	F.B. NO. -		
DWN BY: JBM	CHKD BY: RLM	PROJECT: THOR FM 1093	

**EXHIBIT C**

**THE DEED**



appropriate for connection to the utility lines lying in, under or along FM 1093 and (when constructed) the westbound service road of the Westpark Roll Road; and

- (c) an easement to enter upon the Property and to mow the Property and/or remove trash and debris from the Property (Grantor, its successors and assigns as owner(s) from time to time of the Benefitted Tract having the right but not the obligation to perform such work on the Property).

For the same consideration stated above, Grantor does hereby grant and convey to Grantee all right, title, and interest, if any, of Grantor in any strips and gores between the Property and abutting properties, whether owned or claimed by deed, limitations or otherwise, and any land owned or claimed by Grantor that is adjacent to, contiguous to, or a part of the land described herein, whether those lands are owned or claimed by deed, limitations, or otherwise, and whether or not they are located inside or outside the description given herein, or whether or not they are held under fence by Grantor; together with all or Grantor's right, title and interest, if any, to any land situated in any adjacent easement, street or other right-of-way or lying under the bed of any creek, stream or waterway, and all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property, including, without limitation, all right, title and interest of Grantor in and to all sewage treatment capacity and water capacity allocated or available to serve the Property (all the foregoing rights and matters in this paragraph being referred to herein as the "Additional Interests") provided that, notwithstanding anything to the contrary contained herein, the "Additional Interests" do not apply to or include any portion of the Benefitted Tract or any appurtenances to the Benefitted Tract; provided, however, that the conveyance of the Additional Interests by Grantor is made without warranty of title of any nature whatsoever and Grantor hereby expressly excludes and disclaims any warranty of title as to the Additional Interests.

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

Taxes and assessments for the current year have been prorated as of the effective date hereof, and Grantee assumes and agrees to pay the same.

[Remainder of Page Intentionally Left Blank]

EXECUTED effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**GRANTOR:**

THOR RANCH, LLC,  
a Delaware limited liability company  
By: Thor Ranch Holdings, LLC, a  
Delaware limited liability company,  
its sole member  
By: Thor Urban Operating Fund, L.P., a  
Delaware limited partnership,  
its sole member  
By: Thor Operating Fund, L.L.C., a  
Delaware limited liability company,  
its general partner

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

STATE OF NEW YORK

COUNTY OF NEW YORK

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, the \_\_\_\_\_ of Thor Operating Fund, LLC, a Delaware limited liability company, as general partner of Thor Urban Operating Fund, L.P., a Delaware limited partnership, as sole member of Thor Ranch Holdings, LLC, a Delaware limited liability company, as sole member of Thor Ranch, LLC, a Delaware limited liability company, on behalf of said entities and in the capacity therein stated.

\_\_\_\_\_  
Notary Public, in and for the State of New York

AFTER RECORDING RETURN TO:

**EXHIBIT A-1 (3 pages)**

Metes and Bounds Description  
5.308 Acres (231,216 Square Feet)  
I. & G.N.R.R. Co. Survey, A-365  
Fort Bend County, Texas

Being 5.308 acres (231,216 square feet) of land located in the I. & G.N.R.R. Co., A-365, Fort Bend County, Texas, and being a portion of a called 41.41 acre tract of land conveyed to Thor Ranch, L.L.C. as recorded under Fort Bend County Clerk's File Number (F.N.) 2006161518 of the Fort Bend County Official Records (F.B.C.O.R.), said 5.308-acre tract being more particularly described by metes and bounds as follows with all bearings referenced to the Texas Coordinate System of 1927, South Central Zone:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found marking the southeasterly cutback corner of the intersection of Spring Green Boulevard (120' wide) as recorded in Plat Number 20060046 of the Fort Bend County Plat Records (F.B.C.P.R.) and being in the northerly right-of-way line of F.M.1093 (100 feet wide) as described in the deed recorded in Volume 285, Page 292 of said F.B.C.D.R. and being the southwesterly corner of the herein described tract and the beginning of a tangent curve to the right;

THENCE, northwesterly 41.16 feet, along the easterly right-of-way line of said Spring Green Boulevard and along said curve to the right (Central Angle =  $94^{\circ}20'15''$ , Radius = 25.00 feet, Chord Bearing and Distance = North  $49^{\circ}48'48''$  West, 36.67 feet) to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for a point of tangency;

THENCE, North  $02^{\circ}38'40''$  West, along the easterly right-of-way line of said Spring Green Boulevard, a distance of 102.93 feet to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for the beginning of a tangent curve to the left;

THENCE, northwesterly 75.55 feet, along the easterly right-of-way line of said Spring Green Boulevard and along said curve to the left (Central Angle =  $02^{\circ}06'05''$ , Radius = 2,060.00 feet, Chord Bearing and Distance = North  $03^{\circ}41'43''$  West, 75.55 feet) to a 5/8-inch iron rod with plastic cap stamped "AECOM" set for the northwesterly corner of the herein described tract;

THENCE, South  $50^{\circ}35'09''$  East, departing said easterly right-of-way line, a distance of 55.17 feet to 5/8-inch iron rod with plastic cap stamped "AECOM" set for an angle point;

THENCE, North  $83^{\circ}01'05''$  East, a distance of 331.56 feet to 5/8-inch iron rod with plastic cap stamped "AECOM" set for an angle point;

THENCE, North  $87^{\circ}35'56''$  East, a distance of 137.70 feet to 5/8-inch iron rod with plastic cap stamped "AECOM" set for an angle point;

THENCE, North  $83^{\circ}01'35''$  East, a distance of 950.74 feet to 5/8-inch iron rod with plastic cap stamped "AECOM" set for the northeasterly corner of the herein described;

THENCE, South 06°58'25" East, a distance of 154.00 feet to 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for the southeasterly corner of the herein described and on the northerly right-of-way line of said F.M.1093;

THENCE, South 83°01'35" West, along said northerly right-of-way line, a distance of 933.18 feet to 3/4-inch iron pipe found for an angle point;

THENCE, South 83°01'05" West, along said northerly right-of-way line, a distance of 511.60 feet to the POINT OF BEGINNING, containing within its bounds a computed area of 5.308 acres (231,216 square feet) of land.

Prepared by:

AECOM Technical Services, Inc.

5757 Woodway, Suite 101 West

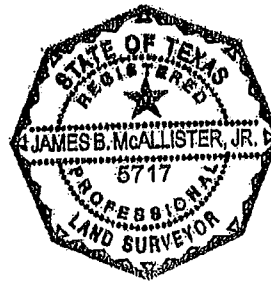
Houston, Texas 77219

(713) 780-4123

Job No. 60093404.18

August 15, 2011

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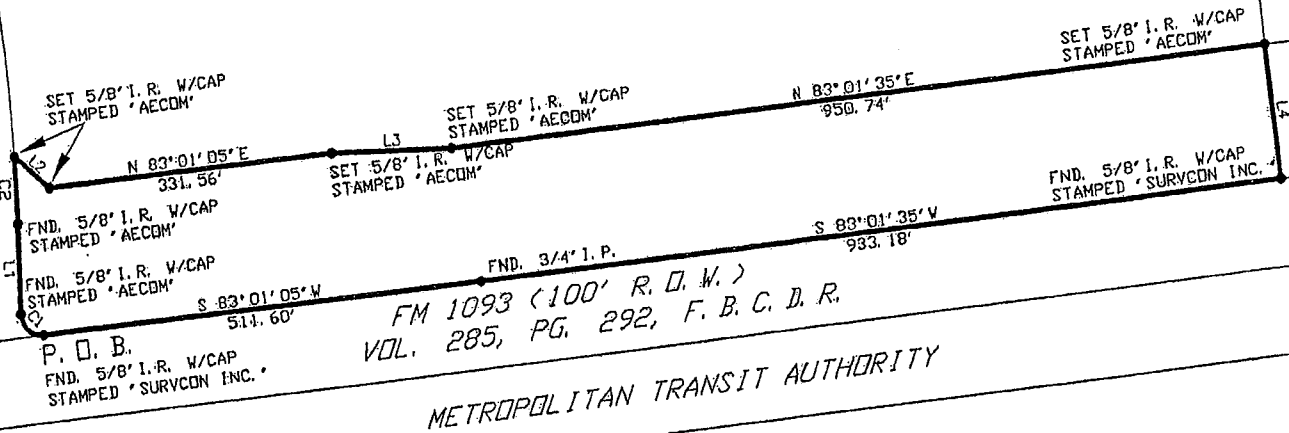
*James B McAllister Jr*  
08/15/11

I. & G. N. R. R. CO. SURVEY, A-365

THOR RANCH, LLC  
 F. N. 2006161518  
 F. B. C. D. R.



SPRING GREEN BLVD. PLAT NO. 20060046  
 (120' ROW)  
 F. B. C. D. R.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°38'42"W	102.93'
L2	S50°35'09"E	55.17'
L3	N87°35'56"E	137.70'
L4	S06°58'25"E	154.00'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	94°20'56"	41.16'	25.00'	N49°48'41"W	36.67'
C2	2°06'05"	75.55'	2060.00'	N03°41'43"W	75.55'

EXHIBIT OF  
 5.308 ACRES (231,216 SQ.FT.)  
 I. & G. N. R. R. CO. SURVEY, A-365  
 FORT BEND COUNTY, TEXAS

General Notes:

- All bearings shown hereon are referenced to the Texas Coordinate System of 1927, South Central Zone. All coordinates and distances shown are surface and can be convert to grid multiply by a combined Scale Factor of 0.9998869901.
- The exteriors of all easements are to intersect with the exteriors of all adjoining easements or with adjoining property lines.

<b>AECOM</b>	AECOM TECHNICAL SERVICE, INC. 5757 WOODWAY, SUITE 101 WEST HOUSTON, TEXAS 77057-1599 WWW.AECOM.COM PHONE NO. 713-780-4100	
	SCALE: 1" = 200'	JOB NO. 60093404.18
	DATE: 08-15-11	F.B. NO. -
	DWN BY: JBM CHKD BY: RLM	PROJECT: THOR FM 1093

## EXHIBIT A-2 (3 pages)

Metes and Bounds Description  
3.682 Acres (160,388 Square Feet)  
I. & G.N.R.R. Co. Survey, A-365  
Fort Bend County, Texas

Being 3.682 acres (160,388 square feet) of land located in the I. & G.N.R.R. Co., A-365, Fort Bend County, Texas, and being a portion of a called 38.58 acre tract of land conveyed to Thor Ranch, L.L.C. as recorded under Fort Bend County Clerk's File Number (F.N.) 2006161518 of the Fort Bend County Official Records (F.B.C.O.R.), said 3.682-acre tract being more particularly described by metes and bounds as follows with all bearings referenced to the Texas Coordinate System of 1927, South Central Zone:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found marking the southwesterly outback corner of the intersection of Spring Green Boulevard (120' wide) as recorded in Plat Number 20060046 of the Fort Bend County Plat Records (F.B.C.P.R.) and being in the northerly right-of-way line of F.M.1093 (100 feet wide) as described in the deed recorded in Volume 285, Page 292 of said F.B.C.D.R. and being the southeasterly corner of the herein described tract;

THENCE, South 83°01'05" West, along the northerly right-of-way line of said F.M. 1093, a distance of 1,046.56 feet to a 1/2-inch iron pipe found for the southwesterly corner of the herein described tract, also being the southeasterly corner of a called 3.00 acre residue of a called 62.2830 acre tract of land conveyed to Jane Harwood McGall and Stephen Harwood in deed recorded in Volume 707, Page 701 of the Fort Bend County Deed Records (F.B.C.D.R.);

THENCE, North 47°57'27" West, departing said northerly right-of-way line and along the easterly line of said 3.00 acre tract, a distance of 143.20 feet, to a 5/8-inch iron rod with plastic cap stamped "AECOM" set for the northwesterly corner of the herein described tract;

THENCE, North 79°12'28" East, departing said easterly line, a distance of 705.57 feet to 5/8-inch iron rod with plastic cap stamped "AECOM" set for an angle point;

THENCE, North 83°01'05" East, a distance of 431.32 feet to 5/8-inch iron rod with plastic cap stamped "AECOM" set for an angle point;

THENCE, North 39°38'55" East, a distance of 58.16 feet to 5/8-inch iron rod with plastic cap stamped "AECOM" set for the northeasterly corner of the herein described tract same being on the westerly right-of-way line of said Spring Green Boulevard and also being the beginning of a non-tangent curve to the right;

THENCE, southeasterly 56.44 feet, along said westerly right-of-way line and along said curve to the right (Central Angle = 01°40'01", Radius = 1,940.00 feet, Chord Bearing and Distance = South 03°28'26" East, 56.44 feet) to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for a point of tangency;

THENCE, South  $02^{\circ}38'40''$  East, along said westerly right-of-way line, a distance of 115.83 feet to 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for the beginning of a tangent curve to the right;

THENCE, southwesterly 37.38 feet, along said westerly right-of-way line and along said curve to the right (Central Angle =  $85^{\circ}39'45''$ , Radius = 25.00 feet, Chord Bearing and Distance = South  $40^{\circ}11'12''$  West, 33.99 feet) to the POINT OF BEGINNING, containing within its bounds a computed area of 3.682 acres (160,388 square feet) of land.

Prepared by:

AECOM Technical Services, Inc.

5757 Woodway, Suite 101 West

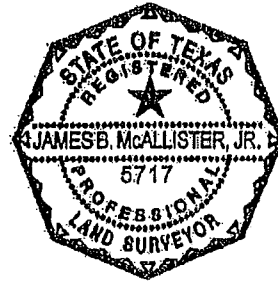
Houston, Texas 77219

(713) 780-4123

Job No. 60093404.18

August 15, 2011

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*James B. McAllister, Jr.*  
08/15/11

I. & G. N. R. R. CO. SURVEY, A-365

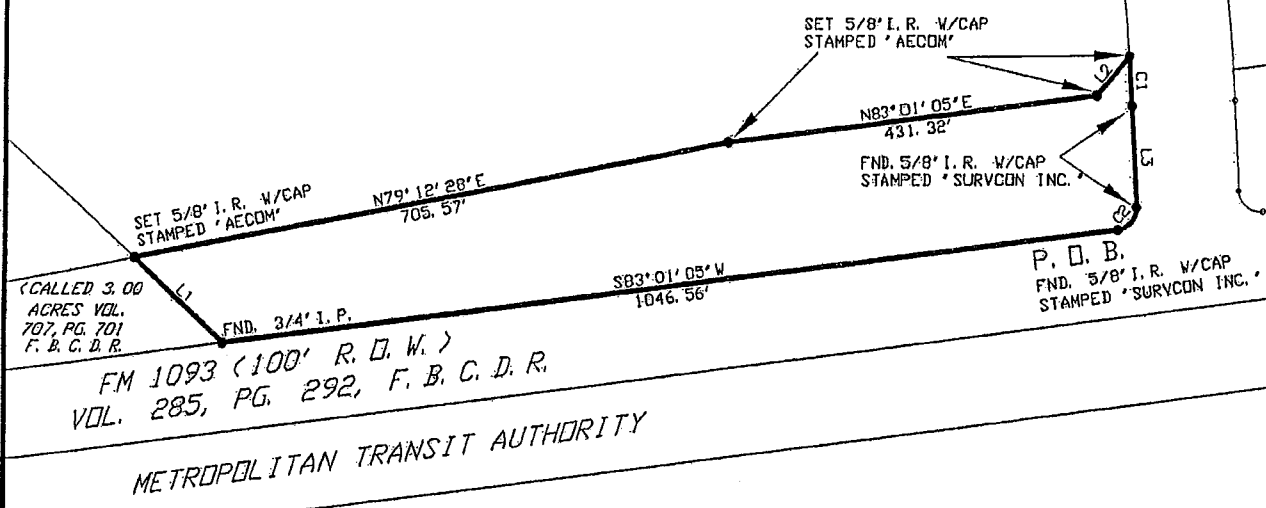
THOR RANCH, LLC  
 F. N. 2006161518  
 F. B. C. D. R.

LINE TABLE					
LINE	BEARING		DISTANCE		
L1	N47°57'27"W		143.20'		
L2	N39°38'55"E		58.16'		
L3	S02°38'33"E		115.82'		

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	1°40'01"	56.44'	1940.00'	S03°28'41"E	56.44'
C2	85°39'14"	37.38'	25.01'	S40°11'24"W	34.00'

SPRING GREEN BLVD.  
 (120' ROW)  
 PLAT. N.D. 20060046  
 F. B. C. P. R.



(CALLED 3.00  
 ACRES VOL.  
 707, PG. 701  
 F. B. C. D. R.)

FM 1093 (100' R. O. W.)  
 VOL. 285, PG. 292, F. B. C. D. R.

METROPOLITAN TRANSIT AUTHORITY

EXHIBIT OF  
 3.682 ACRES (160,388 SQ.FT.)  
 I. & G. N. R. R. CO. SURVEY, A-365  
 FORT BEND COUNTY, TEXAS

- General Notes:
- All bearings shown hereon are referenced to the Texas Coordinate System of 1927, South Central Zone. All coordinates and distances shown are surface and can be convert to grid multiply by a combined Scale Factor of 0.9998869901.
  - The exteriors of all easements are to intersect with the exteriors of all adjoining easements or with adjoining property lines.

		AECOM TECHNICAL SERVICES, INC. 5757 WOODWAY, SUITE 101 WEST HOUSTON, TEXAS 77057-1599 WWW.AECOM.COM PHONE NO. 713-780-4100	
		SCALE: 1" = 200'	JOB NO. 60093404.18
DATE: 08-15-11	F.B. NO. -		
DWN BY: JBM	CHKD BY: RLM	PROJECT: THOR FM 1093	

EXHIBIT B (3 pages)

AS PER ORIGINAL

File No. 1115731248

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Those recorded under Clerk's File Nos. 2006114308, 2006114309, 2006161517, 2006161518, 2009063046, 2009122338 and 2010121972 recorded in the Official Records of Fort Bend County, Texas, (as to All Subject Property EXCEPT that Portion In Reserve "E")

Those recorded in Plat No. 20070222 of the Plat Records and recorded under Clerk's File Nos. 2006114308, 2006114309, 2007156148, 2007156149, 2008046080, 2009063046, 2009122338 and 2010121972 in the Official Records of Fort Bend County, Texas, (as to that Portion In Reserve "E")

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

~~3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)~~

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

A. to tidelands, or land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or

B. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

C. to filled-in lands, or artificial islands, or

D. to statutory water rights, including riparian rights, or

E. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area. (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2011 and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2011 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T2 only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

~~A. Rights of parties in possession. (Owner Title Policy only.)~~

B. Anacola Natural Gas Corporation easement of varying width along the south property line, as recorded under Clerk's File Nos. 9818017, 9833419 and 2006161516 of the Official Public Records of Fort Bend County, Texas.

File No. 1115731248

- C. A 14 foot wide utility easement with aerial easement as set forth and described in that dedication of public utility and aerial easement recorded under Clerk's File No. 2004064158 and as corrected by instrument recorded under Clerk's File No. 2005086419 of the Official Records of Fort Bend County, Texas.
- D. A 14 foot wide utility easement with aerial easement as set forth and described in that dedication of unobstructed public utility and aerial easement recorded under Clerk's File No. 2005047391 of the Official Records of Fort Bend County, Texas.
- E. A Cinco Southwest Municipal Utility District No. 1 water line easement 10 feet wide along the west property line, as recorded under Clerk's File No. 2005124986 and as corrected by instrument recorded under Clerk's File No. 2006004926 of the Official Public Records of Fort Bend County, Texas.
- F. A 14 foot wide utility easement with aerial easement as set forth and described in that dedication of unobstructed public utility and aerial easement recorded under Clerk's File No. 2006068248 of the Official Records of Fort Bend County, Texas.
- G. Landscape, utility and access easements reserved in Deed recorded under Clerk's File No. 2006161518 as amended by instrument recorded under Clerk's File No. 2008067468 of the Official Public Records of Fort Bend County, Texas.
- H. A Cinco Southwest Municipal Utility District No. 1 storm sewer easement 15 feet wide as recorded under Clerk's File No. 2007102897 of the Official Public Records of Fort Bend County, Texas.
- I. Public utility easement 7 feet wide along the northeast property line and a building setback line 25 feet wide along the southwest property line, as recorded in Plat No. 20070222 of the Plat Records of Fort Bend County, Texas.
- J. Landscape and utility easements reserved in Deed recorded under Clerk's File No. 2007156149 of the Official Public Records of Fort Bend County, Texas.
- K. Intentionally deleted.
- L. All of the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as the same are set forth in instrument recorded under Fort Bend County Clerk's File No. 2001059670. The surface rights waived therein except for those certain Drill Site Tracts designated and defined therein, and subject to the terms, conditions and provisions including but not limited the right uses as may be reasonably needed to lay and maintain pipelines and power lines, and for rights of ingress and egress to said Drill Sites.
- M. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument recorded in Volume 1510, Page 820 of the Official Public Records of Fort Bend County, Texas. Surface rights limited to a drill site located outside subject property.
- N. Oil, gas and mineral leases recorded in Volume 2057, Page 2354; Volume 2080, Page 393; Volume 2081, Page 642; and Volume 2088, Page 1232 of the Official Public Records of Fort Bend County, Texas in favor of Robert L. Zinn, dba Zinn Petroleum Company. (Title to said lease not checked subsequent to its date of execution.)
- O. Oil, gas and mineral leases recorded under Clerk's File Nos. 2005097257, 2006039958, 2006039959, 2006039960 and 2006048801 of the Official Public Records of Fort Bend County, Texas in favor of Charlie Hudson & Associates, Inc. (Title to said lease not checked subsequent to its date of execution.)
- P. Intentionally deleted.

File No. 1115731248

- Q. Intentionally deleted.
- R. There is a (1) foot reserve along Spring Green Boulevard dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right of way purposes and the fee title thereto shall revert to and re-vest in the dedicator, his heirs assigns or successors, as reflected on the SPRING GREEN BOULEVARD AT F.M. 1093 street dedication recorded under plat No. 20060048, of the Map/Plat Records of Fort Bend County, Texas.
- S. All charges, liens, and assessments payable to Cinco Ranch Commercial Association II, Inc., including that lien to secure the payment thereof, recorded under Clerk's File No. 2006114308 of the Official Public Records of Fort Bend County, Texas. This lien having been subordinated to all valid first mortgage liens.
- T. Provisions for the collection of assessments payable to Cinco Ranch Residential Association II, Inc., including that lien to secure the payment thereof, recorded in Declaration of Easements and Covenants to Share Costs for Cinco Ranch Southwest under Clerk's File No. of the 2006114309 of the Official Public Records of Fort Bend County, Texas. This lien having been subordinated to all valid first mortgage liens.
- U. Dirt road across the southeast portion of subject property as reflected by the survey by James B. McAllister, Jr., RPLS No. 5717 dated June 16, 2011.

## EXHIBIT C (2 pages)

Metes and Bounds Description  
37.33 Acres (1,626,094 Square Feet)  
I. & G.N.R.R. Co., Survey, A-365  
Walton, Hill and Walton Survey, A-434  
Fort Bend County, Texas

Being 37.33 acres (1,626,094 square feet) of land located in the I. & G.N.R.R. Co., Survey, A-365 and Walton, Hill and Walton Survey, A-434, Fort Bend County, Texas, and being all of a called 41.41-acre tract as recorded under File Number 2006161518 of the Fort Bend County Official Public Records (F.B.C.O.P.R.) and a portion of Restricted Reserve "E" of Cinco Ranch Southwest Sec. 13 recorded under Plat Number 20070222 of the Fort Bend County Plat Records (F.B.C.P.R.); said 37.33 acres being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System of 1927, South Central Zone:

BEGINNING at a 5/8-inch iron rod with cap stamped "SURVCON INC." found for the southeasterly of said Restricted Reserve "E" and the southwesterly corner of Lot 26, Block 1 of said Cinco Ranch Southwest Sec. 13 and on a common line of said Cinco Ranch Southwest Sec. 13 and the herein described tract;

THENCE, North 68°06'26" East, along said common line, a distance of 43.14 feet to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for an angle point;

THENCE, North 72°09'29" East, continuing along said common line, a distance of 97.80 feet to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for an angle point;

THENCE, North 76°17'40" East, continuing along said common line, a distance of 97.80 feet to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for an angle point;

THENCE, North 80°25'48" East, continuing along said common line, a distance of 97.90 feet to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for an angle point;

THENCE, North 82°20'47" East, continuing along said common line, a distance of 200.62 feet to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for an angle point;

THENCE, North 79°54'45" East, continuing along said common line, a distance of 106.75 feet to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for an angle point;

THENCE, North 74°47'29" East, continuing along said common line, a distance of 161.27 feet to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for an angle point;

THENCE, South 47°44'13" East, continuing along said common line, a distance of 156.80 feet to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for an angle point;

THENCE, South 68°40'27" East, continuing along said common line, a distance of 235.65 feet to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for an angle point;

THENCE, South 46°27'17" East, departing said common line, a distance of 361.80 feet to a 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for an angle point on the westerly line called 178.04-acre tract;

THENCE, South 06°58'25" East, departing said westerly line, a distance of 647.32 feet to a 5/8-inch iron rod with plastic cap stamped "AECOM" set for the southeasterly corner of the herein described tract;

THENCE, South 83°01'35" West, a distance of 950.74 feet to a 5/8-inch iron rod with plastic cap stamped "AECOM" set for an angle point;

THENCE, South 87°35'56" West, a distance of 137.70 feet to a 5/8-inch iron rod with plastic cap stamped "AECOM" set for an angle point;

THENCE, South 83°01'05" West, a distance of 331.56 feet to a 5/8-inch iron rod with plastic cap stamped "AECOM" set for an angle point;

THENCE, North 50°35'09" West, a distance of 55.17 feet to a 5/8-inch iron rod with plastic cap stamped "AECOM" set for the southwesterly corner of the herein described tract, same being the beginning of a non-tangent curve to the left and being on the easterly right-of-way line of Spring Green Boulevard at F.M. 1093 as recorded under Plat Number 20060046 of said F.B.C.P.R.;

THENCE, northwesterly 797.49 feet continuing along said easterly right-of-way line and along said arc of said curve to the left (Central Angle = 22°10'52"; Radius = 2,060.00 feet; Chord Bearing and Distance = North 15°50'11" West, 792.52 feet) to 5/8-inch iron rod with plastic cap stamped "SURVCON INC." found for a point of tangency;

THENCE, North 26°55'37" West, continuing along said easterly right-of-way line a distance of 333.67 feet to a 5/8-inch iron rod with plastic cap stamped "AECOM" set for the northwesterly corner of the herein described tract;

THENCE, North 63°04'23" East, departing said easterly right-of-way line a distance of 310.00 feet to a 5/8-inch iron rod with plastic cap stamped "AECOM" set for a on the easterly line of said Restricted Reserve "E";

THENCE, South 26°55'37" East, along said easterly line, a distance of 184.09 feet to the POINT OF BEGINNING and containing within its bounds a computed area of 37.33 acres (1,626,094 square feet) of land.

Prepared by:

AECOM Technical Services, Inc.

5757 Woodway

Houston, Texas 77057

Ph. 713-780-4123

Job No. 60217654.11.01

August 08, 2011

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