



UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are FAROUK & RIMA ALATTAR (Seller) and FORT BEND COUNTY (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot SEE EXHIBIT A, Block Addition, City of ROSENBERG, County of FORT BEND Texas, known as 5 ACRES - FM 2218 77471 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. SALES PRICE: A. Cash portion of Sales Price payable by Buyer at closing \$ 1,089,000.00 B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) \$ C. Sales Price (Sum of A and B) \$ 1,089,000.00

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

[] A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of \$ (excluding any loan funding fee or mortgage insurance premium). (1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer. (2) Credit Approval: (Check one box only) [] (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval. [] (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.

[] B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.

[] C. SELLER FINANCING: A promissory note from Buyer to Seller of \$, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. EARNEST MONEY: Upon execution of this contract by all parties, Buyer shall deposit \$ N/A as earnest money with STEWART TITLE - FORT BEND, as escrow agent, at 14100 SOUTHWEST FREEWAY, SUITE 200, SUGAR LAND, TX 77478 (address). Buyer shall deposit additional earnest money of \$ N/A with escrow agent within days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at [X] Seller's [] Buyer's expense an owner policy of title insurance (Title Policy) issued by STEWART TITLE - FORT BEND (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions: (1) Restrictive covenants common to the platted subdivision in which the Property is located. (2) The standard printed exception for standby fees, taxes and assessments. (3) Liens created as part of the financing described in Paragraph 4. (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located. (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing. (6) The standard printed exception as to marital rights. (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters. (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

10-6-11 copy received

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- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within 5 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
 - (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:
NONE.

Buyer must object the earlier of (i) the Closing Date or (ii) 10 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) PROPERTY OWNERS ASSOCIATION(S) MANDATORY MEMBERSHIP: The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property. **If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used for each association.**
- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

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(Address of Property)

- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall turn on existing utilities for inspections.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)

(1) Buyer accepts the Property in its present condition.

(2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert

general phrases, such as "subject to inspections," that do not identify specific repairs.)

NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the property in its present condition under Paragraph 7B(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

- C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs prior to the Closing Date. All required permits must be obtained, and repairs must be performed by persons who are licensed or otherwise permitted by law to provide such repairs. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs.
- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards or conditions affecting the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;

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- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 (6) any threatened or endangered species or their habitat affecting the Property.
- 8. BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
- 9. CLOSING:**
- A. The closing of the sale will be on or before SEE ITEM 11, SEE ITEM, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.
- 10. POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
- 11. SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)
- 1. CLOSING WILL OCCUR WITHIN 30 DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT, SUBJECT TO THE RESULTS OF THE ENVIRONMENTAL ASSESSMENT.**
 - 2. SELLER AGREES TO DEDICATE 700'X 70' RIGHT OF WAY TO THE USE OF THE PUBLIC FOREVER FOR ROADWAY PURPOSES AND INFRASTRUCTURE IMPROVEMENTS.**
 - 3. BUYER AGREES TO CONSTRUCT A ROAD FROM 2218 NORTH 700 FEET PER DESIGN OUTLINED IN EXHIBIT B, WHICH PROVIDES ALL UTILITIES EXTENDED FOR ENTIRE 700 FEET, INCLUDING STORM SEWER, CALCULATED AS NEEDED TO SERVE THE SUBJECT SITE.**
 - 4. IF NOT ALREADY PROVIDED, WITHIN FIVE (5) DAYS OF THE EFFECTIVE DATE OF THIS CONTRACT, SELLER SHALL FURNISH TO BUYER LESSEE CONTRACT INFORMATION, LEASE AGREEMENTS, AND ALL OTHER RELATED DOCUMENTS PERTAINING TO THE CURRENTLY LEASED BILLBOARDS WITHIN THE SUBJECT PROPERTY.**
 - 5. BUYER AGREES TO PROVIDE OVERHEAD SIGNALIZATION AT INTERSECTION OF FM 2218 AND AIRPORT ROAD.**
- 12. SETTLEMENT AND OTHER EXPENSES:**
- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ N/A to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with

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endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this such contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from

the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.
 - D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
 - E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
21. 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 Buyer at:

FORT BEND COUNTY
301 JACKSON STREET
RICHMOND, TEXAS 77469
Telephone: (281) 633-7018
Facsimile: (281) 633-7022

To Seller at:

FAROUK & RIMA ALATTAR
706 ALKIRE LAKE DRIVE
SUGAR LAND, TEXAS 77478
Telephone: (713) 334-6400
Facsimile: _____

E-mail: DON.BRADY@CO.FORT-BEND.TX.US

E-mail: APOLLO52004@YAHOO.COM

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum for Credit Approval
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Other (list): EXHIBIT A & B

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ N/A (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within N/A days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY: TREC rules prohibit real estate licensees from giving legal advice. **READ THIS CONTRACT CAREFULLY.** If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is: MARCUS SPENCER

Seller's Attorney is: _____

301 JACKSON RICHMOND, TEXAS 77469

Telephone: (281) 344-3989

Telephone: _____


Facsimile: (281) 341-4557

Facsimile: _____

MARCUS.SPENCER@CO.FORT-BEND.
E-mail: TX.US


E-mail: _____

EXECUTED the _____ day of _____, _____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)


Buyer
FORT BEND COUNTY 10-4-2011


Seller
FAROUK & RIMA ALATTAR

Buyer


Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-9. This form replaces TREC NO. 9-7.

BROKER INFORMATION

INDERMUEHLE & CO. 0447547 INDERMUEHLE & CO. 0447547
 Other Broker Firm License No. Listing Broker Firm License No.
 represents Buyer only as Buyer's agent represents Seller and Buyer as an intermediary
 Seller as Listing Broker's subagent Seller only as Seller's agent

LARRY INDERMUEHLE (281) 240-9090 LARRY INDERMUEHLE (281) 240-9090
 Licensed Supervisor of Associate Telephone Licensed Supervisor of Listing Associate Telephone

JENNIFER RAYMOND (281) 207-3707 JIM SHAW (281) 207-3706
 Associate Telephone Listing Associate Telephone

2333 TOWN CENTER DRIVE, SUITE 300 2333 TOWN CENTER DRIVE,
 Other Broker's Address (281) 240-9070 Facsimile SUITE 300 (281) 240-9070
 Listing Broker's Office Address Facsimile

SUGAR LAND TX 77478 SUGAR LAND TX 77478
 City State Zip City State Zip

JRAYMOND@ICOTEXAS.COM JSHAW@ICOTEXAS.COM
 Associate Email Address Listing Associate's Email Address

 Selling Associate Telephone

 Selling Associate's Office Address Facsimile

 City State Zip

 Selling Associate's Email Address

Listing Broker has agreed to pay Other Broker 3.000% of the total sales price when the Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

 Seller or Listing Broker Date

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: MONROE ASHWORTH Date: _____

By: _____ MONROE.ASHWORTH@STEWART.COM
MONROE ASHWORTH - STEWART TITLE - FORT BEND Email Address

14100 SOUTHWEST FREEWAY, SUITE 200 Telephone: (281) 275-4404
 Address

SUGAR LAND TX 77478 Facsimile: (281) 242-2836
 City State Zip

Approved by the Texas Real Estate Commission for Voluntary Use

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

[Handwritten Signature]
Buyer, Seller, Landlord or Tenant

9/16/11
Date

Robert Hebert, County Judge

Date: 10-4-2011

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512-465-3960.



**ENVIRONMENTAL ASSESSMENT, THREATENED
OR ENDANGERED SPECIES, AND WETLANDS ADDENDUM**


**TO CONTRACT CONCERNING THE PROPERTY AT
5 ACRES - FM 2218.**

- A. ENVIRONMENTAL ASSESSMENT:** Buyer, at Buyer expense, may obtain an environmental assessment report prepared by an environmental specialist.
- B. THREATENED OR ENDANGERED SPECIES:** Buyer, at Buyer expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- C. WETLANDS:** Buyer, at Buyer expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.


Within 20 days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the immediate use of the Property and a notice of termination of the contract. Upon termination, any earnest money will be refunded to Buyer.

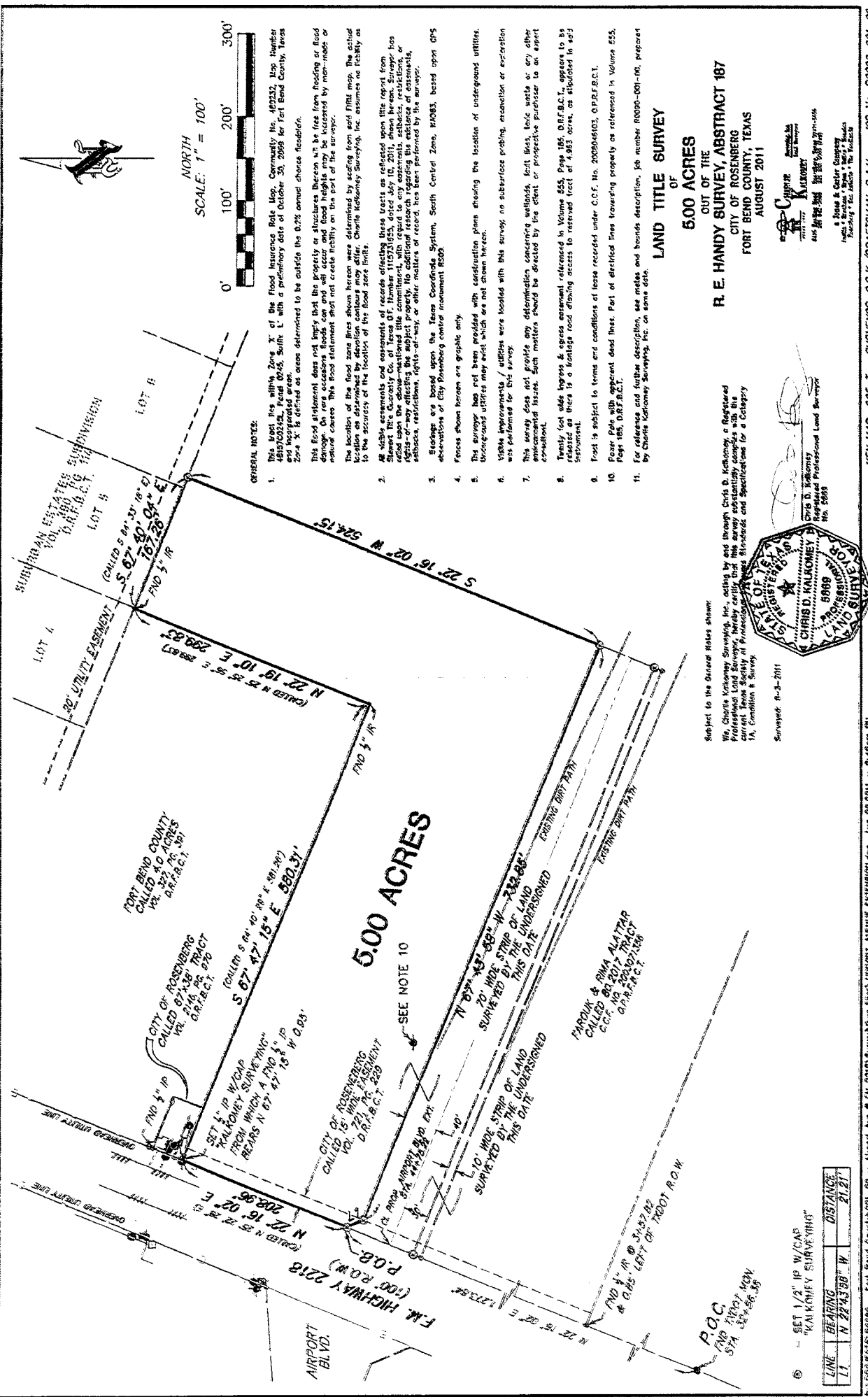
SELLER:


Farouk Alattar


Rima Alattar

BUYER:


Robert E. Hebert, County Judge
Fort Bend County 10-4-2011



NORTH
SCALE: 1" = 100'



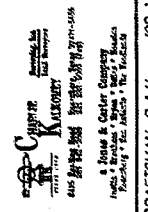
GENERAL NOTES:

1. This tract lies within Zone X of the Flood Insurance Risk Map, Community No. 49232, Map Number 48157/0212A, Flood 0245, South 1/2 with a preliminary date of October 20, 2005 for Fort Bend County, Texas and incorporated areas. Zone X is defined as areas determined to be outside the 0.2% annual chance floodplain.
2. This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement does not create liability on the part of the surveyor.
3. The location of the flood zone lines shown hereon were determined by scaling from said FEMA map. The actual location as determined by elevation contours may differ. Charlie Kalkomey Surveying, Inc. assumes no liability as to the accuracy of the location of the flood zone limits.
4. All other easements and encumbrances of records affecting these tracts as reflected upon the report from Stewart Title Guaranty Co. of Texas O.F. Number 115731655, dated July 10, 2011, upon hereon. Surveyor has relied upon the above-mentioned title commitment, with regard to any easements, setbacks, restrictions, or rights-of-way affecting the subject property. No additional research regarding the existence of easements, setbacks, restrictions, rights-of-way, or other matters of record, has been performed by the surveyor.
5. Stakings are based upon the Texas Coordinate System, South Central Zone, NAD83, based upon GPS observations of CityPASSING control monument R509.
6. Fences shown hereon are graphic only.
7. The surveyor has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
8. Visible improvements / utilities were located with this survey; no subsurface probing, excavation or exploration was performed for this survey.
9. This survey does not provide any determination concerning wetlands, forest lands, toxic waste or any other environmental hazard. Such matters should be directed by the client or prospective purchaser to an expert consultant.
10. Twenty foot wide ingress & egress easement referenced in Volume 555, Page 185, O.P.F.B.C.T., appears to be released as there is a frontage road showing access to retained tract of 4.883 acres, as stipulated in said instrument.
11. Foot is subject to terms and conditions of lease recorded under C.C.F. No. 2003046103, O.P.F.B.C.T.
12. Four pole with apparent dead lines. Part of electrical lines traversing property as referenced in Volume 555, Page 185, O.P.F.B.C.T.
13. For reference and further description, see notes and bounds description, job number R0090-001-10, prepared by Charlie Kalkomey Surveying, Inc. on same date.

LAND TITLE SURVEY

OF
5.00 ACRES

OUT OF THE
R. E. HANDY SURVEY, ABSTRACT 187
CITY OF ROSENBERG
FORT BEND COUNTY, TEXAS
AUGUST 2011



Subject to the Outlined Notes shown:
We, Charlie Kalkomey Surveying, Inc., acting by and through Chris D. Kalkomey, a Registered Professional Land Surveyor, hereby certify that this survey substantially complies with the current Texas Surveying Act, Chapter 81, Texas Statutes, and the Standards and Specifications for a Category II, Conventional Survey.

Surveyed 8-3-2011



© SET 1/2" IS W/CAS "KALKOMEY SURVEYING"

LINE	BEARING	DISTANCE
L1	N 22° 43' 58" W	212.1

CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY
6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

5.00 ACRE TRACT

FIELD NOTES FOR A 5.00 ACRE TRACT OF LAND IN THE ROBERT E. HANDY SURVEY, ABSTRACT 187, CITY ROSENBERG, FORT BEND COUNTY, TEXAS, BEING OUT OF AND A PART OF THAT CERTAIN CALLED 80.2017 ACRE TRACT RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2003071356, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, BASED UPON GPS OBSERVATIONS OF CITY ROSENBERG CONTROL MONUMENT RS09.

COMMENCING at a Texas Department of Transportation monument found in the southeast right-of-way line of F. M. Highway 2218 (100-foot wide this location), said point being at station 32+56.38;

THENCE North 22 degrees 16 minutes 02 seconds East along the southeast right-of-way line of F. M. Highway 2218, as established in Texas Department of Transportation right-of-way plans (project number RCSJ 2093-01-025), at 357.82 feet as a ¼ inch iron rod found 0.85 feet left of said right-of-way line for the west corner of said called 80.2017 acre tract, and continuing for a total distance of 1,273.84 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set on said line for the most northerly west corner and **Place of Beginning** of the herein described tract, said point being the most northerly corner of an adjoining 70-foot wide strip of land surveyed by the undersigned this date;

THENCE North 22 degrees 16 minutes 02 seconds East (called North 25 degrees 22 minutes 28 seconds East) along the northwest line of the herein described tract, same being the southeast right-of-way line of F. M. Highway 2218, 208.96 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the most westerly north corner of the herein described tract, and being in the southwest line of an adjoining called 67-foot x 38-foot tract in deed to the City of Rosenberg as recorded in Volume 2146, Page 970, Official Records, Fort Bend County, Texas, from which point a ½ inch iron pipe found for the most westerly north corner of said called 80.2017 acre tract bears North 67 degrees 47 minutes 15 seconds West, 0.95 feet;

THENCE South 67 degrees 47 minutes 15 seconds East (called South 64 degrees 40 minutes 29 seconds East) along an interior line of the herein described tract and an interior line of said called 80.2017 acre tract, same being the southwest line of said adjoining City of Rosenberg Tract, and along the southwest line of an adjoining called 4.0 acre tract recorded in Volume 327, Page 391, Deed Records, Fort Bend County, Texas, 580.31 feet (called 581.26 feet) to a ½ inch iron rod found for a reentry corner to the herein described tract and a reentry corner to said called 80.2017 acre tract, same being the south corner of said adjoining called 4.0 acre tract;

THENCE North 22 degrees 19 minutes 10 seconds East (called North 25 degrees 25 minutes 56 seconds East) along an interior line of the herein described tract and an interior line of said called 80.2017 acre tract, same being the southeast line of said adjoining called 4.0 acre tract, 299.83 feet (called 299.83 feet) to a ½ inch iron rod found for the most easterly north corner of the herein described tract and the most easterly north corner of said called 80.2017 acre tract, same being the east corner of said adjoining called 4.0 acre tract, and being in the southwest line of the adjoining Suburban Estates Subdivision, according to map or plat thereof recorded in Volume 390, Page 114, Deed Records, Fort Bend County, Texas;

THENCE South 67 degrees 40 minutes 04 seconds East (called South 64 degrees 33 minutes 18 seconds East) along the northeast line of the herein described tract and the northeast line of said called 80.2017 acre tract, same being the southwest line of said adjoining Suburban Estates Subdivision, 167.26 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the east corner of the herein described tract;

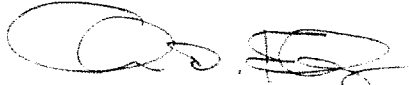
THENCE South 22 degrees 16 minutes 02 seconds West establishing the southeast line of the herein described tract, 524.15 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the south corner of the herein described tract, same being the east corner of the aforementioned adjoining 70-foot wide strip of land surveyed by the undersigned this date;

THENCE North 67 degrees 43 minutes 58 seconds West establishing the southwest line of the herein described tract, being the northeast line of said adjoining 70-foot wide strip of land, 732.85 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the most southerly west corner of the herein described tract;

THENCE North 22 degrees 43 minutes 58 seconds West continuing along the common line of the herein described tract and said adjoining 70-foot wide strip of land, 21.21 feet to the **Place of Beginning** and containing 5.00 acres of land, more or less.

For reference and further description see Survey Plat No. R0090-001-00 prepared by the undersigned on same date.

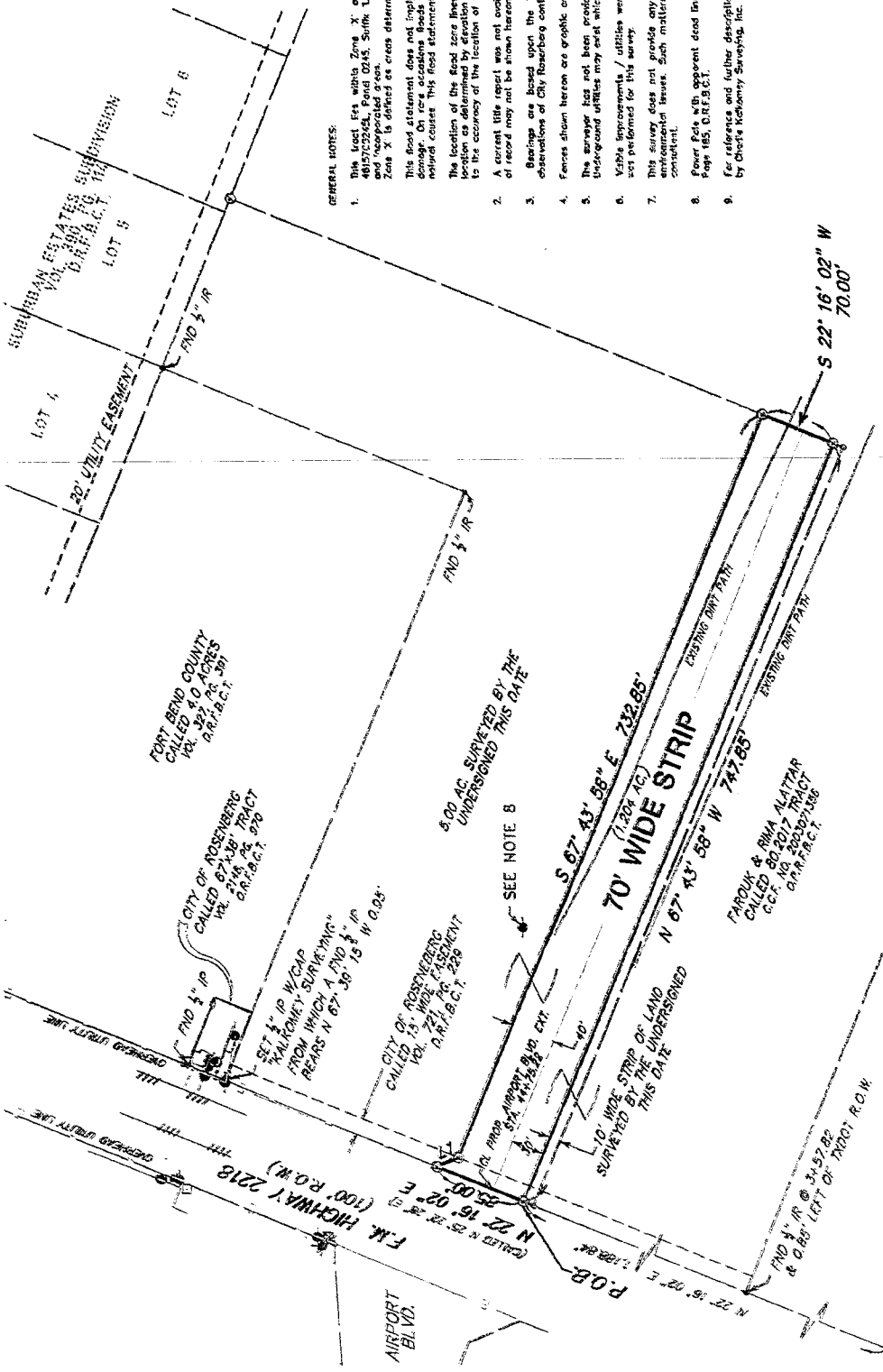



Chris D. Kalkomey, R.P.L.S.
Texas Registration Number 5869
August 3, 2011

Job Number R0090-001-00



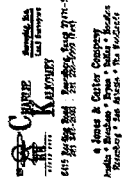
NORTH
SCALE: 1" = 100'



GENERAL NOTES:

- The tract lies within Zone X of the Flood Insurance Rate Map, Community No. 480232, Map Number 125045, dated 05/01/03, with a preliminary date of October 30, 2009 for Fort Bend County, Texas and is not included in the Flood Insurance Study for Zone X. Zone X is defined as areas determined to be outside the 0.2% annual chance floodplain. This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. The location of the flood zone lines shown hereon were determined by scaling from a 1:50,000 scale map of the area, dated 05/01/03, prepared by the United States Army Corps of Engineers. The location of the flood zone lines shown hereon were determined by scaling from a 1:50,000 scale map of the area, dated 05/01/03, prepared by the United States Army Corps of Engineers. The location of the flood zone lines shown hereon were determined by scaling from a 1:50,000 scale map of the area, dated 05/01/03, prepared by the United States Army Corps of Engineers. The location of the flood zone lines shown hereon were determined by scaling from a 1:50,000 scale map of the area, dated 05/01/03, prepared by the United States Army Corps of Engineers.
- A current title report was not available at the time of this survey, therefore it is possible that all easements or records may not be shown hereon.
- Bearings are based upon the Texas Coordinate System, South Central Zone, NAD83, based upon GPS observations of City Rosenberg control monument R599.
- Fences shown hereon are graphic only.
- The surveyor has not been provided with the construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
- Visible improvements / utilities were located with this survey; no subsurface probing, excavation or exploration was performed for this survey.
- This survey does not provide any determination concerning wetlands, fault lines, toxic waste, or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
- Power Poles with apparent dead lines. Part of electrical lines traversing property as referenced in Volume 555, Page 185, O.R.E.S.C.I.
- For references and further description, see notes and bounds description, job number 80990-001-00, prepared by Chris McKinney Surveying, Inc. on same date.

**SURVEY OF A
70' WIDE STRIP OF LAND
OUT OF THE
R. E. HANDY SURVEY, ABSTRACT 187
CITY OF ROSENBERG
FORT BEND COUNTY, TEXAS
AUGUST 2011**



Subject to the General Notes show:
We, Chris McKinney Surveying, Inc., acting by and through Chris D. McKinney, a Registered Professional Land Surveyor, hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Handbook and Specifications for a Category 1B, Condition 1 Survey.
Surveyed 8-3-2011

Chris D. McKinney
Registered Professional Land Surveyor
No. 5869

⑥ = SET 1/2" IF W/CAP
"KAI KINNEY SURVEYING"

LINE	BEARING	DISTANCE
L1	S 22° 16' 02" E	70.00'

CHARLIE KALKOMEY SURVEYING, INC.

A JONES & CARTER COMPANY

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

70-FOOT WIDE STRIP OF LAND

FIELD NOTES FOR A 70-FOOT WIDE STRIP OF LAND IN THE ROBERT E. HANDY SURVEY, ABSTRACT 187, CITY ROSENBERG, FORT BEND COUNTY, TEXAS, BEING OUT OF AND A PART OF THAT CERTAIN CALLED 80.2017 ACRE TRACT RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2003071356, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, BASED UPON GPS OBSERVATIONS OF CITY ROSENBERG CONTROL MONUMENT RS09.

COMMENCING at a Texas Department of Transportation monument found in the southeast right-of-way line of F. M. Highway 2218 (100-foot wide this location), said point being at station 32+56.38;

THENCE North 22 degrees 16 minutes 02 seconds East along the southeast right-of-way line of F. M. Highway 2218, as established in Texas Department of Transportation right-of-way plans (project number RCSJ 2093-01-025), at 357.82 feet as a ¼ inch iron rod found 0.85 feet left of said right-of-way line for the west corner of said called 80.2017 acre tract, and continuing for a total distance of 1,188.84 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set on said line for the west corner and **Place of Beginning** of the herein described 70-foot wide strip of land, said point being the north corner of an adjoining 10-foot wide strip of land surveyed by the undersigned this date;

THENCE North 22 degrees 16 minutes 02 seconds East (called North 25 degrees 22 minutes 28 seconds East) along the northwest line of the herein described 70-foot wide strip of land, same being the southeast right-of-way line of F. M. Highway 2218, 85.00 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the north corner of the herein described 70-foot wide strip of land, same being the most northerly west corner of an adjoining 5.00 acre tract surveyed by the undersigned this date;

THENCE South 22 degrees 43 minutes 58 seconds East establishing the northeasterly line of the herein described 70-foot wide strip of land, same being the southwesterly line of said adjoining 5.00 acre tract, 21.21 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for angle point;


THENCE South 67 degrees 43 minutes 58 seconds East continuing along said line, 732.85 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the east corner of the herein described 70-foot wide strip of land, same being the south corner of said adjoining 5.00 acre tract;

THENCE South 22 degrees 16 minutes 02 seconds west establishing the southeast line of the herein described 70-foot wide strip of land, 70.00 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the south corner of the herein described 70-foot wide strip of land, same being the east corner of said adjoining 10-foot wide strip of land;

THENCE North 67 degrees 43 minutes 58 seconds West establishing the southwest line of the herein described 70-foot wide strip of land, same being the northeast line of said adjoining 10-foot wide strip of land, 747.85 feet to the **Place of Beginning** and containing 1.204 acres of land, more or less.

For reference and further description see Survey Plat No. R0090-001-00 prepared by the undersigned on same date.




Chris D. Kalkomey, R.P.L.S.
Texas Registration Number 5869
August 3, 2011

Job Number R0090-001-00