

agrees to save, defend, indemnify and hold Grantor harmless from all such standby fees, taxes and assessments.

But it is expressly agreed that the vendor's lien, as well as superior title in and to the above described Property, is retained against the above described Property, until the above described Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, at which time this Deed shall become absolute.

BY ITS ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES AND AGREES THAT UPON CLOSING, GRANTOR HAS SOLD AND CONVEYED TO GRANTEE AND GRANTEE HAS ACCEPTED THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," EXCEPT TO THE EXTENT OF THE SPECIAL WARRANTY OF TITLE. GRANTEE HAS NOT RELIED ON, AND GRANTOR HAS NOT MADE AND IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED PURCHASER OF REAL ESTATE AND THAT IT RELIED SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN PURCHASING THE PROPERTY AND SHALL MAKE AN INDEPENDENT VERIFICATION OF THE CONDITION OF THE PROPERTY. GRANTEE CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMED NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND RELIED UPON SAME. GRANTEE ACKNOWLEDGES THAT GRANTOR AFFORDED GRANTEE A FULL OPPORTUNITY TO CONDUCT SUCH INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NON-EXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS ON OR DISCHARGED FROM THE PROPERTY, AND RELIED SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. GRANTEE HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL OR CONSTRUCTION DEFECTS OR ADVERSE ENVIRONMENTAL, HEALTH OR SAFETY CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS.

EXECUTED effective May 14, 2012.

ER 032 - 64 - 0701

**GRANTOR:**

BCWK L.P.

10R



Name:

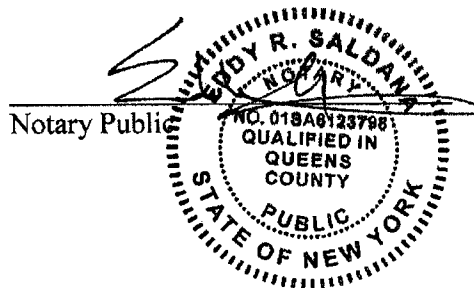
Title:

STATE OF New York §  
COUNTY OF Kings §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Steven Weisbach of BCWK L.P., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed the same for the purpose and consideration therein expressed and in the capacity therein stated, as the act and deed of such limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of May, 2012.

TYPE, STAMP OR PRINT  
NAME OF NOTARY AND  
COMMISSION EXPIRES:



**Attachments:**

Exhibit "A" – Legal Description of the Property

ER 032 - 64 - 0702

**EXHIBIT "A"**  
**DESCRIPTION OF LAND**

**Exhibit A****TRACT 1:**

DESCRIPTION of an 8745 square foot (0.2007 Acre) tract of land in the Thomas Norments survey, Abstract No. 601, Harris County, Texas and being more particularly described by metes and bounds as follows: **D**

COMMENCING at the Northerly cutback of the intersection of the West Right of Way of Old Humble Road (100' R/W) and the North Right of Way of Chateau Blvd. (80' R/W);

THENCE, Northeasterly, along the West Right of Way of Old Humble Road and a curve to the right, having a radius of 1950.00 feet, a distance of 171.26 feet to a 5/8" iron rod and the most Southerly corner or the tract herein described and the POINT OF BEGINNING;

THENCE, N 45° 29' 23" W, a distance of 92.75 feet to a 5/8" iron rod and the most Westerly corner of the tract herein described;

THENCE, N 45° 00' 15" E, a distance of 99.95 feet to a 5/8" iron rod and the most Northerly corner or the tract herein described;

THENCE, S 45° 37' 39" E, a distance of 82.10 feet to a s/s" iron rod in the West Right of Way of Old Humble Road and the most Easterly corner of the tract herein described;

THENCE, S 38° 55' 35" W, along the West Right of Way of Old Humble Road, a distance of 100.60 feet to the POINT OF BEGINNING and containing 0.2007 Acre.

Note: The Company is prohibited from insuring the area or quantity of the Land. Any statement in the legal description contained in Schedule A as to area or quantity of land is not a representation that such area or quantity is correct but is for informal identification purposes and does not override Item 2 of Schedule B hereof.

**TRACT 2:**

DESCRIPTION of a 39,690 square foot (0.9111 Acre) tract of land in the Thomas Norments Survey, Abstract No. 601, Harris County, Texas and being more particularly described by metes and bounds as follows,

COMMENCING at the most Southerly cutback corner or the intersection of the West Right of Way of Old Humble Road (100' R/W) and the South Right of Way of Chateau Blvd. (80' R/W);

THENCE, S 44° 30' 35" W, along the West Right of Way of Old Humble Road, a distance of 475.53 feet to a 5/8" iron rod and a point of curve;

THENCE, southwesterly, along the West Right of Way of Old Humble Road and a curve to the right, having a radius of 1950.00 feet, a distance of 40.05 feet to a 5/8" iron rod and the Northeast corner of the tract herein described and the POINT OF BEGINNING;

THENCE, Southwesterly along the West Right of Way of Old Humble Road and a curve to the right, having a radius of 1950.00 feet, a distance of 122.98 feet to a 5/8" iron rod and a point of reverse curve;

THENCE, Southwesterly, along the West Right Of Way Of Old Humble Road and a curve to the left, having a radius of 2050.00 feet, a distance of 123.36 feet to a 5/8" iron rod and the Southeast corner of the tract herein described;

THENCE, N 89° 25' 35" W, a distance of 126.07 feet to a 5/8" iron rod in the West Right of Way of a 70' drainage easement as recorded in Vol. 3461, Page 214 of the Harris County Deed Records and the Southwest corner of the tract herein described;

THENCE, N 00° 34' 25" E, along the West Right of Way of said drainage easement, a distance of 188.00 feet to a 5/8" iron rod and the Northwest corner of the tract herein described;

THENCE, S 85° 21' 30" E, a distance of 309.41 feet to the POINT OF BEGINNING and containing 0.9111 acre.

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# Pages 7

05/17/2012 10:56:59 AM

e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY

STAN STANART  
COUNTY CLERK

Fees 36.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS

COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY TEXAS