

Section of Administration
Surface Transportation Board

ENTERED
Office of Proceedings
October 7, 2019
Part of
Public Record

RE: Finance Docket No. 36025 Response to Petitioner's Response to SRB's Request for Additional Information.

Texas Central Railroad and Infrastructure, Inc & Texas Central Railroad LLC, together are by their own filing with the State of Texas registered as an intrastate interurban electric railroad. This registered fact with the State of Texas has not changed. While with the State of Texas TCR is presenting themselves as an intrastate project, they are attempting to deceive the American public by now claiming to be interstate high speed rail service without the actual HSR trains ever leaving the State of Texas. They are basing this on temporary agreements.

The agreements in which TCR bases an interstate project contains termination clauses which makes the through ticketing arrangement temporary.

"Reservation and Ticketing Agreement on page 9

11. Term, Termination and Survival

*11.1 This Agreement shall commence as of the Effective Date (October 13, 2017) and continue for an initial term ending on the third (3rd) anniversary of the commencement of TCRR Rail Service, and shall continue in effect thereafter until terminated by either Amtrak or Texas Central **by giving no less than ninety (90) days' advance written notice to the other Party.** In the event that Texas Central ceases to pursue construction or operation of the TCRR Rail Service, or Amtrak discontinues both its service to Dallas and its service to Houston, TX, this Agreement shall automatically terminate..."*

11.2. A Party may terminate this Agreement upon written notice if the other Party breaches this Agreement and fails to cure such breach within thirty (30) days after receiving notice of such breach, unless the breach is one that cannot be cured and, in such case, termination will be upon written notice thereof. Each Party may also terminate this Agreement if the other Party: (a) becomes insolvent; (b) is unable to pay its debts as they mature or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; (c) makes an assignment for the benefit of creditors; (d) is named in, or its property is subject to, a suit for appointment of a receiver; or (e) is dissolved or liquidated.

and

"Voluntary Coordination Agreement page 6

11. Effective Date and Term. This Agreement shall be effective as of the date first written above(the"EffectiveDate"). This Agreement shall remain in effect until the third anniversary of the commencement of Texas Central passenger rail service (the "Initial

*Term"), and shall continue in effect thereafter until terminated by either party by giving **no less than ninety (90) days written notice of such termination** to the other party. In the event that Texas Central ceases to pursue construction or operation of the Texas Central Line, or Amtrak discontinues both its service to Dallas and its service to Houston, TX, this Agreement shall automatically terminate... ”*

The second termination clause, states that if the Federal Rail Administration (FRA) does not issue a ROD or RPA, these agreements automatically terminate therefore ending the through ticketing arrangement. Even if the FRA should issue the RPA, it is likely the Shinkansen system may not be able to meet those standards, see explanation towards the end of this letter.

Hypothetically these two through ticketing agreements can terminate shortly after the STB gives jurisdiction over the project. There is no guarantee that the public nor any regulatory entities would know about such termination. If the STB feels the jurisdiction is appropriate, then the agreements must be modified to permanently remove all termination clauses and the through ticketing must survive the lifecycle of Amtrak, the lifecycle of Texas Central, any ownership over the proposed HSR system whether owned by Texas Central Railroad or not, whether profitable or not, whether sustainable or not, being that this was the basis for federal jurisdiction which is solely base on the through ticketing arrangement. To date, neither party, Amtrak nor Texas Central Railroad, have made any adjustments to the Agreements that would display the through ticketing arrangement would be permanent.

If TCR were genuinely attempting to become an interstate project, it stands to reason they would have made changes to remove all references of termination to the documents.

Likewise TCR has not changed their status filing with the State of Texas from intrastate interurban electric railway to an interstate project. Even a dictionary plainly defines intrastate verses interstate. A project can not be both.

Notably such changes may have a negative impact to the lawsuit TCR has against the Miles family which is currently on docket in the Tenth District Court of Appeals. The Board must now ask some tough questions. Is the Surface Transportation Board being deceived? Are the residents in the State of Texas being deceived? I will state this again, a project can not be an intrastate and interstate.

The STB should take in consideration the similarities between TCR proposed HSR project and the “All Aboard Florida” project in which the STB did not extend jurisdiction over the project.

In the All Aboard Florida project *“The Board considered the following factors that weighed against asserting its jurisdiction:”*

- *“The project would conduct operations entirely within the state of Florida”;*
(similarly, TCR would conduct all operations entirely within the State of Texas.)

- “*All passengers will board and disembark at local stations*”; (similarly, TCR’s passengers will board and disembark at local stations not directly connected into an interstate network).
- “*... the Florida East Coast Railway (“FECR”), on track owned by the FECR did not sufficiently connect it to the interstate rail network.*” (similarly, TCR can not sufficiently connect into Amtrak’s facilities and interstate rail network.)

Facts that TCR has not overcome as referenced in their reply dated August 3, 2019:

- Lack of volume. When does ***less than 1%*** of passenger transfers constitute federal jurisdiction? Volume must be reasonable and self sustaining. It should be noted that TCR avoided to mention a specific number to substantiate that percentage. According to the information provided in the response, the less than 1% amounted to around 0.2% of a percent after project ramp up and during project start this amounted to a tenth of a percent (0.1%). *Reference from page 9 first paragraph.*
- In all stated cases that TCR uses as a basis of support, there were no references to volume. How many of the referenced cases had less than 1% volume of interstate traffic where jurisdiction was granted?
- A socio-economic hardship would be created when the “*Thruway connecting bus service operated by Amtrak*” is removed in favor of TCR’s more expensive alternate travel arrangements. *Reference from page 11.* This would conflict with **49 U.S. Code §10101. Rail Transportation Policy #12**: To prohibit predatory pricing and practices, to avoid undue concentrations of market power and to prohibit unlawful discrimination.
- The STB would be contributing to creating a monopoly. No other rail company nor technology nor any type of freight service could operate on these proposed tracks. This would conflict with the **49 U.S. Code §10101. Rail Transportation Policy #1, #4, and #5.**
- The Federal Rail Administration may choose the No Build Alternative based on public comments and environmental concerns.
- The Houston station location is speculative. The Federal Rail Administration has not approved, nor formally announced, a Houston station location due in part to the many environmental issues and hazards leading up to a specific location. *Reference pages 14 - 16 Section III and Figure 2: Route from Texas Central Houston HSR Terminal to Amtrak Houston Station, chart on page 19.*
- TCR has misrepresented itself when it refers to the NorthWest Mall location as the Houston Station indicated on their map exhibits and passenger shuttle explanations.

- The Dallas dedicated pedestrian walkway is also speculative and not practicable. In the last four years TCR has been working on this project, they should have secured some, if not all, of the rights for such a walkway. TCR did not present any agreements or documentation to show that they have secured rights for such a walkway from underlaying landowners such as BNSF, UPRR or the Dallas Convention Center. TCR also failed to show any agreements/ approval or MOU with the City of Dallas to secure the rights to initiate this dedicated pedestrian walkway. That introduces some doubt as to whether this proposed dedicated pedestrian walkway would be approved by the City of Dallas. The proposed dedicated walkway would cross over five to nine active railroad tracks, under a major freeway, through the middle of the Dallas Convention Center, through a commercial district, parking lots and numerous street crossings in an area with high crime rate (*refer to page 13 and page 16 Figure 3 Route from Texas Central Dallas HSR Terminal to Dallas Union Stations*).
- “As a result, “purely intrastate transportations can constitute part of interstate commerce if it is part of a continuous stream of interstate travel”. *Abel v. S. Shuttle Service, Inc. 631 F.3d referenced on page 22*. TCR does not meet this requirement, far less than 1% passenger service and a gap in connection is not a continuous stream of interstate travel especially when that gap is contained all in the State of Texas.
- “Yet the railroad also “connect[ed]. Amtrak trains” in one location and had a “through ticket service” with Amtrak.” (*Reference on page 24 last paragraph*). TCR does not meet this requirement. TCR can not physically connect into Amtrak’s interstate rail network and the through ticketing agreement can be terminated in the future.
- TCR failed to provide the full transcripts of all referenced cases. We can not be sure that TCR did not cherry pick phrases to suit their application. Thus their arguments are non-verifiable to those who do not have access to such records.
- TCR has argued that volume is “... not a sound construction of a statutory text nor a sensible policy for federal regulation”. Can approval of this proposal be sound and sensible when the requestor is a private company who under challenge in the Texas court system can not prove they are a railroad; who also wants federal jurisdiction on a line that is solely contained in one state; whose through ticketing agreements terminates in 90 days; who admits interstate commerce amounting to less than 1%; and the fact the project can not directly connect into Amtrak’s interstate network? The Surface Transportation Board would provide a private company that is not operating a railroad with a right of eminent domain to seize property for a project where TCR refuses to provide proof of public convenience and necessity. Volume with less than 1% is insufficient for federal jurisdiction.
- Consumers will have to absorb fees as outlined in the agreements. Most people prefer to save money. Nothing precludes potential customers from purchasing tickets separately from Amtrak and then from Texas Central to avoid additional fees such as 15% Implementation

Fees, 15% Commission Fees, 10% Management Fees and 15% Hosting Fees as outlined in the Reservation and Ticketing Agreement in Sections 1.4, 2.2. and Voluntary Coordination Agreement Section 3. Through Ticket Sales and Section 7. Sale of Texas Central Tickets by Amtrak. A major missing component, is prohibiting those fees from being passed on to the consumers. Nothing bounds customers to using the Through Ticketing arrangement to avoid paying those fees. This Through Ticketing Arrangement encompasses more disadvantages for the consumer with predatory pricing and is only being used as a disguise by Texas Central to convince the STB to grant them jurisdiction. This example points out that the Through Ticketing Arrangements can be bypassed by consumers who will figure this out or could be applied costing consumers more money than warranted and therefore is an Agreement that is moot in the discussion and decision of STB Jurisdiction over Texas Central.

- Section VI Page 43 *Full application.* (statute allows STB to grant an exemption “if the project is of limited scope or the full statutory proceedings are not necessary to protect shippers from abuse of market power”). The Surface Transportation Board would be allowing the creation of “an abuse of market power” since this project would create a monopoly shutting out all competitor high speed rail operators due to a limitation of technology. Only one type of train constructed by Japan would operate on these tracks. Forcing all competitor HSR systems to buy from one source. This would be provide the public with only one carrier for high speed rail service. **49 U.S. Code §10101. Rail Transportation Policy #4, #5 and #12.**
- “Rather than forcing Texas Central to start over with a full application—an abrupt departure from agency precedent—the Board could instead take jurisdiction and then simply ask Texas Central to answer targeted and relevant questions it might have under seal (pursuant to the existing protective order)” referenced as a footnote on Page 44. The direct, indirect and cumulative affects of this proposed project should not be dictated nor controlled by a private company to determine what is relevant. Then to suggest all answers be under seal to control “the opposition” who happens to be represented as judges, politicians, public officials, various law enforcement agencies, fire departments, city managers, county representatives, landowners and tax payers, most of whom have a legal and moral responsibility to ensuring all projects contributes to a safe environment to their constituents. This would conflict with the **49 U.S. Code §10101. Rail Transportation Policy #8.** If the STB carefully reviews the current DEIS, I believe they will find it contain false, incomplete, inaccurate information, blatant omissions and withholding of relevant facts that would have a significant direct, secondary and cumulative impacts to the environment and to the safety of the public. Which also makes the DEIS out of compliance with other federal laws and regulations.

Other examples where TCR’s project is in conflict with **49 U.S. Code §10101. Rail Transportation Policy #8:** To operate transportation facilities and equipment without detriment to the public health and safety.

- Union Pacific Railroad has notified TCR about “*a potential fatal flaw to the proposed route, is the inherent electromagnetic interference between the low voltage currently used by freight railroads and the high voltage current required for TCR’s operation.*” Thus causing 34 at grade crossings, covering a span of twenty (20) miles along Highway 290 route in Harris County, to potentially malfunction leading to obvious safety issues. The signal interference will hamper Union Pacific freight rail from operating in a safe manner. In addition, the massive structural supports would block line of sight to the traveling public, potential causing motor vehicles to collide and derail UPRR’s train(s). Two examples of affected crossings which are approximately 1.6 miles apart; located at Huffmeister Road which is less than 625 feet from Cypress Falls High school and Telge Road which is approximately 925 feet from Cy-Fair High School and Arnold Junior High Schools. School buses traverse over these tracks which could be impacted from signal interference and line of sight interference should this project proceed. Hazardous waste is transported via diesel trucks that cross over Telge Road which is an at-grade crossing. The Board may want to seek additional information about this matter directly from Union Pacific Railroad. Union Pacific Railroad asserted to the 2019 Texas Legislative session that TCR was not working nor communicating with them in regards to these matters for a period extending over four years. *See Exhibit A - Testimony on HB 1986 author Brenda Mainwaring, Assistant Vice President of Public Affairs for Union Pacific Railroad.*
- In promotional material published on Dec 15, 2018, Japan Railway Journal Episode 31, Rio Takagi, Professor Kogahum University admits the Shinkansen to be used by TCR would have three major factors to overcome. First, curve derailment cause by heat exposure due to very high temperatures in Texas; second challenge would be to provide a safe mode of travel during tornados; and third, no other technology can share the tracks with the Shinkansen system due in part to crash worthiness. The trains being used on this proposed project, are geographically limited and designed to Japan’s environment. Japan’s 50 year safety record is irrelevant because Japan Central had no way to test the geographical conditions that exist in the State of Texas such as tornados and high temperatures. I feel that any decision made before the FRA determines the actual rule-making for the RPA would be premature since the through ticketing arrangements are dependent on this process.
- It appears that TCR does not want to be held accountable to a full application process because the current route poses many dangers that will put the public in harms way. For example, TCR would have to avoid or provide mitigation for crossing hazardous waste sites. In particular is the discovery of two potential super fund sites located off Telge Road along Highway 290 in Harris County, Texas, where TCR has proposed the creation of a detention pond and the tracks. The proposed detention pond would then drain into an adjoining drainage ditch surrounding my subdivision and eventually makes its way to coastal waters. Exhibits B, C and D are the vesting deeds documenting hazardous conditions that still persist til this day. In the DEIS these properties were improperly listed as low risk even though there are 100’s of supporting documentation which are available for the public to review on EPA and TCEQ websites, title documents and lawsuits filed in Harris County. Due to the volumes of

documentation, a portion was submitted to FRA, TCEQ, USACE and Harris County Flood Control which has prompted closed door private meetings. An example of one such meeting TCEQ had on February 7, 2019 in regards to my submittal about these highly contaminated properties, see Exhibit E, Agenda. These sites are concerning for TCEQ because these properties were never mitigated, there are open investigations and TCEQ have issued numerous wastewater permits. According to TCEQ and the EPA websites some records are under seal since Wyman Gordon does have government contracts which includes weaponry. A major concern I have is the possibility of allowing TCR to purchase mitigated credits for these potential superfund sites and the direct, secondary and cumulative impacts caused by disturbing the contamination. These wastewater ponds did not have protective measures just a chain link fence with three strand barbwire and no trespassing signs every 50 feet. Those measures have since been removed however the soil is still contaminated. If the STB were to take jurisdiction over the project how would the STB handle the potential superfund within the right of way and loads of disturbance?

- TCR did not do any flood mitigation or modeling plans to demonstrate this project would not contribute to future flooding across the State of Texas. According to the DEIS Appendix F_TCR Constructability v4 Report Section 2.6, it states TCR would incorporate existing drainage systems into design approach. The design includes over 50% embankments equivalent in height to a 30 to 40 foot levee wall that will have direct, secondary and cumulative impacts. Flood modeling would be extremely valuable since here in Harris County we have experienced four major flood events; 2015 known as Memorial Day Flood and 2016 known as Tax Day Flood both had rainfall exceeding 15 to 22 inches in less than 13 hours, 2017 known as Hurricane Harvey had rainfall of approximately 60 inches and just recently 2019 Tropical Storm Imelda which had rainfall exceeding 40 inches in various locations.
- TCR excluded all impacted third party utilities relocations and impacts from pipelines, high power transmission lines, telecommunications, water lines, sewer lines, etc which are currently not being assessed as part of the FRA DEIS document even though these relocations are a direct result of the proposed HSR system and would go outside of the original reviewed construction footprint in which these projects were approved under. Thereby increasing the original loads of disturbance which was not analyzed due to these third party foreign line crossings.
- Noise and vibration impacts were grossly underestimated in the DEIS which noted the impacts stop at 220 feet during the day and 660 feet at night. People have complained about hearing the construction for Highway 290 that live 2,000 feet away. In the DEIS Appendix E Combined Tech Memo Set 1 of 2 outlines the type of heavy equipment to be used. There are no mitigation plans for direct and indirect landowners who will be impacted by noise, vibration and loss in home values. The proposed project will be elevated between 30 to 70 feet in the air. What type of noise barrier can be used to mitigate disturbance at that height? Who qualifies for building insulation where noise barriers are infeasible? David Hagy

Regional Vice President representing Texas Central met with local Realtors on May 23, 2019. When asked how the adjoining landowners can handle the lost of home values and noise disturbance, his response was *“There will be some impacted. At first it is impactful and they eventually move. Values will move around and new owners will move in to absorb that loss.”*

Example showing where TCR’s project is in conflict with **49 U.S. Code §10101. Rail Transportation Policy #13**: To ensure the availability of accurate cost information in regulatory proceedings, while minimizing the burden on rail carriers of developing and maintaining the capability of providing such information.

- TCR has been resisting their obligation to prove public convenience and necessity. They want to keep the financials a secret. When an individual applies for a loan with a bank, that bank requires the individual to provide proof he/she qualifies for a loan and proof they can pay it back. What rule or regulation allows TCR to not provide proof of fundings, necessity and convenience for a major project that will exceed \$19+ billion dollars? All other projects under federal jurisdiction must prove public convenience and necessity. TCR is asking the Board to set a precedent that could have dangerous impacts on all federal jurisdictional projects, not just transportation.

In conclusion, Texas Central Railroad failed to provide a convincing argument and facts as to why the Surface Transportation Board should take jurisdiction over this intrastate high speed rail project. I believe the Board does not have clear non disputable grounds for accepting jurisdiction over Texas Central Railroad and Infrastructure, Inc & Texas Central Railroad LLC intrastate project. In summary, the Board should conclude as they did on July 18, 2016 that *“these proceeding is dismissed for lack of jurisdiction”*.

Respectfully,
“/s/“ Connie Shivvers

I certify that I have this day served copies of this document upon all parties of record in this proceeding, by US mail or email consistent with 49 C.F.R. 1104.12(a)].

“/s/“ Connie Shivvers, October 8, 2019



BUILDING AMERICA®

EXHIBIT A

Testimony on HB 1986

Chairman Raney, Representative Leman, Committee members:

Thank you for the opportunity to testify on House Bill 1986. My name is Brenda Mainwaring. I'm the Assistant Vice President of Public Affairs for Union Pacific Railroad.

HB 1986 relates to the compatibility of railroad operations. I am here to provide some technical perspective on that point.

The proposed high speed passenger rail between Houston and Dallas is not merely incompatible with freight rail. It may substantially interfere with Union Pacific's ability to serve the freight transportation needs of Texas. These are concerns that we raised with Texas Central more than four years ago, but they have not been addressed.

Union Pacific is the largest freight railroad in Texas. Annually, we transport millions of tons of goods for Texas companies and consumers. We are committed to serving the citizens of Texas and supporting the Texas economy, now and in the future. The Texas Central proposal could prevent us from serving the freight needs of Texas.

Of greatest concern to Union Pacific, and a potentially fatal flaw to the proposed route, is the inherent electromagnetic interference between the low voltage current used by freight railroads and the high voltage current required for TCR's operation. Freight railroad signaling and traffic control systems – the systems that drive basic operating and safety functions, like gates at railroad crossings - depend on the absolute integrity of low voltage current that flows through our tracks.

Texas Central proposes to operate a high-voltage system in the twenty-or-so feet between the edge of Union Pacific's right-of-way and Houston's Hempstead Highway. This close proximity along more than twenty miles of existing freight operations creates a high risk of electromagnetic interference. TCR has not shown any progress toward addressing this fatal flaw. It must be addressed before any construction begins.

We also are concerned about public safety. In addition to the electromagnetic interference that could affect gates and lights at crossings, TCR proposes to build massive structures in the very limited space between Union Pacific and Hempstead Highway. Our engineers and safety experts fear that these structures will reduce motorists' ability to see and react to oncoming trains along the entire Hempstead Highway corridor.

Unfortunately, Texas Central's project could eliminate the preferred safety solution, which is grade separation of road and rail traffic. Roadway authorities use grade separations to enhance safety and to alleviate traffic delays that result from economic and demographic growth. TCR's proposed rail line could preclude the separation of road and railroad, even on the routes that Houston has identified as future

thoroughfares that will be needed to serve growing neighborhoods. This will be the case from the Beltway to the Grand Parkway along the Hempstead/290 corridor.

Finally, the proposed route would prevent rail service to future businesses because it would create a permanent obstacle that prohibits the freight railroad from reaching future industry. The area west of Houston is seeing tremendous growth in warehousing and industry. Those types of businesses frequently require rail transportation as an alternative option to trucks. TCR's failure to address future development in this area will be an impediment to economic growth, and will increase truck congestion in the region.

I want to be clear. It may be possible that all of these concerns can be addressed. But four years after raising our concerns with Texas Central, we still have seen little attempt at resolution. The proposal as it exists today is incompatible with freight rail operations. We are left with no option but to object to the project.

Thank you for your time.

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HOLD FOR

CHARTER TITLE COMPANY

GF# 1045001257

NAME Griller

SV
EXHIBIT B

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03/29/2012 RP2 \$44.00

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

§

THAT WYMAN-GORDON FORGINGS, INC., a Delaware corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by NW LAKE, LP, a Texas limited partnership ("Grantee"), whose mailing address is 23000 Northwest Lake Drive, Houston, Texas 77095, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, subject to all of the matters set forth or referred to herein, has **GRANTED, SOLD, AND CONVEYED**, and by these presents does **GRANT, SELL, AND CONVEY**, unto Grantee all that certain tract or parcel of land containing approximately 26.1572 acres, together with all improvements thereon (if any), any and all easements that benefit such land, all alleys, strips or gores of land adjoining such parcel of land, any and all land lying in the bed of any street, road or access way, open or proposed, in front of, at the side of, or adjoining such parcel of land to the center line thereof, and all other rights and appurtenances belonging or in any way appertaining such parcel of land, any and all **rights to the present or future use of wastewater, wastewater capacity**, drainage, water, water capacity or other utility rights or facilities to the extent same pertain or benefit said parcel or land, any and all rights of ingress and egress to and from said parcel of land, lying and being situated in the State of Texas and County of Harris, more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "Property").

THIS CONVEYANCE is made and accepted subject to any and all matters, restrictions, covenants, conditions, ordinances, encumbrances, rights of way, easements, boundary disputes, shortages in area, matters shown on surveys, maps or plats, encroachments, overlapping of improvements, rights of parties in possession, maintenance charges and the lien securing said charges, and all outstanding mineral and royalty interests, if any, affecting the Property, whether or not of record in the office of the County Clerk of said County, to the extent, but only to the extent, the same are now in force and effect and relate to the Property.

GRANTEE AGREES that the Property shall only be used for commercial and/or industrial uses and that no portion of the Property will be used for (a) a children's day care center, (b) a public or private school; or (iii) any residential use or occupancy of any type or nature.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee, its successors and assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to **WARRANT and FOREVER DEFEND** all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor from and after the date Grantor last acquired title to the Property, but not otherwise.

AD VALOREM TAXES with respect to the Property for the current year have been prorated as of the date hereof and Grantee assumes and agrees to pay the same.

GRANTOR HAS EXECUTED and delivered this Special Warranty Deed and has granted, bargained, sold, and conveyed the Property, and Grantee has received and accepted this Special Warranty Deed and has purchased the Property, **AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER EXCEPT FOR THE SPECIAL WARRANTY OF TITLE AS HEREIN**

PROVIDED, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE, AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES EXCEPT FOR THE SPECIAL WARRANTY OF TITLE AS HEREIN PROVIDED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE IMPROVEMENTS; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN THE IMPROVEMENTS; (iv) **THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY;** (v) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENTAL POTENTIAL, CASH FLOW, OR OTHERWISE; (vi) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (vii) **ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY;** and (viii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER,

EXCEPT SOLELY THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH
HEREIN.

EXECUTED effective as of the 27 day of March, 2012.

WYMAN-GORDON FORGINGS, INC.,
a Delaware corporation

By: [Signature]
Name: John W. Gordon
Title: VP of Finance - Wyman Gordon

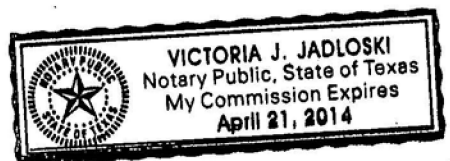
RECEIVED, ACCEPTED, AND AGREED
TO BY GRANTEE:

NW LAKE, LP, a Texas limited partnership

By: GI Land, LLC, a Texas limited liability
company, its General Partner

By: _____
Name: _____
Title: _____

THE STATE OF Texas §
COUNTY OF HARRIS §

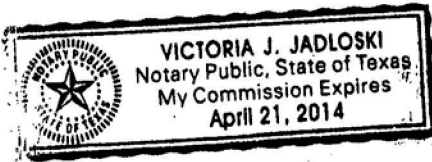


John W. Gordon
BEFORE ME, the undersigned authority, on this day personally appeared John W. Gordon, VP of Finance - Wyman Gordon of Wyman-Gordon Forgings, Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27 day of March, 2012.

STAMP NAME AND DATE OF
EXPIRATION OF COMMISSION
BELOW:

[Signature]
NOTARY PUBLIC, STATE OF Texas



EXCEPT SOLELY THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH
HEREIN.

EXECUTED effective as of the 27th day of March, 2012.

WYMAN-GORDON FORGINGS, INC.,
a Delaware corporation

By: [Signature]
Name: John [unclear]
Title: VP of Finance - Wyman Gordon

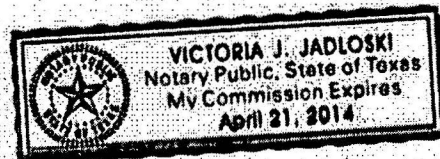
RECEIVED, ACCEPTED, AND AGREED
TO BY GRANTEE:

NW LAKE, LP, a Texas limited partnership

By: GI Land, LLC, a Texas limited liability
company, its General Partner

By: [Signature]
Name: ROBERT B. IRANER, JR.
Title: A MANAGING MEMBER

THE STATE OF Texas §
COUNTY OF HARRIS §

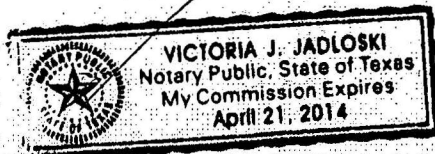


BEFORE ME, the undersigned authority, on this day personally appeared Victoria J. Jadloski, Admin Assistant of Wyman-Gordon Forgings, Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27 day of March, 2012.

STAMP NAME AND DATE OF
EXPIRATION OF COMMISSION
BELOW:

Victoria J. Jadloski
NOTARY PUBLIC, STATE OF Texas



THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Robert B Trainer, Jr., A. Managing Member of GI Land, LLC, a Texas limited liability company, General Partner of NW Lake, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited liability company and limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27 day of March, 2012.

STAMP NAME AND DATE OF
EXPIRATION OF COMMISSION
BELOW:

Denise E McMurrough
NOTARY PUBLIC, STATE OF TEXAS



AFTER RECORDING RETURN TO:

Exhibit A

BEING A 26.1572 ACRE (1,139,409 SQUARE FEET) TRACT OF LAND LOCATED IN THE WILLIAM FRANCIS SURVEY, ABSTRACT NUMBER 260, HARRIS COUNTY, TEXAS AND OUT OF A CALLED 529.66 ACRE TRACT OF LAND AS CONVEYED TO CAMERON IRON WORKS AS RECORDED UNDER CLERK'S FILE NO. L520010 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES-AND-BOUNDS AS FOLLOWS:

BEGINNING at a 3/4-inch iron rod with cap found at the northeast corner of a Northwest Lake Business Park as recorded under Film Code No. 590153 of the Map Records of Harris County, Texas, situated in the southwesterly line of the H.&T.C Railroad and being the northwest corner of herein described tract of land;

THENCE South 53° 07' 38" East, along the southwesterly line of said H.&T.C. Railroad, for a distance of 1,684.43 feet to a 3/4-inch iron rod found for corner in the west right-of-way line of Telge Road;

THENCE in a southerly direction along the west right-of-way line of said Telge Road and along the arc a curve to the left, having a radius of 560.00 feet, a central angle of 44° 23' 44", an arc length of 433.92 feet and a chord bearing of South 00° 16' 33" West, 423.14 feet to a 1/2-inch iron rod with cap stamped "Tetra" set for corner at northeast corner of a called 0.0254 acre tract of land as conveyed to Gyrodata Land, L.P. as recorded under Clerk's File No. 20070638327 of the Official Public Records of Real Property of Harris County, Texas;

THENCE South 65° 25' 16" West, along the north line of said 0.0254 acre tract, for a distance of 41.76 feet to a 1/2-inch iron rod with cap stamped "Tetra" set for corner;

THENCE South 24° 34' 44" East, along the west line of said 0.0254 acre tract, for a distance of 110.27 feet to a 3/4-inch iron rod found at the most southerly corner of said 0.0254 acre tract and also being situated in the north line of a called 0.5756 acre tract of land conveyed to Gyrodata Land L.P. as recorded under Clerk's File No. 20070638327 of the Official Public Records of Real Property of Harris County, Texas;

THENCE South 65° 25' 50" West, along the north line of said 0.5756 acres, for a distance of 41.76 feet to a 3/4-inch iron rod found for corner;

THENCE South 87° 59' 23" West, continuing along the north line of said 0.5756 acres, for a distance of 394.07 feet to a 1/2-inch iron rod with cap stamped "Tetra" set for corner in the northwesterly right-of-way line of Northwest Lake Drive;

THENCE North 55° 05' 02" West, along the northwesterly right-of-way line of said Northwest Lake Drive, for a distance of 1,140.55 feet to a 1/2-inch iron rod with cap stamped "Tetra" set for corner;

THENCE South 87° 59' 23" West, along the north line of said Northwest Lake Drive, for a distance of 40.56 feet to a 1/2-inch iron rod with cap stamped Tetra set for corner in the east line of said Northwest Lake Business Park;

THENCE North 02° 00' 37" West, along the east line of said Northwest Lake Business Park, for a distance of 669.93 feet to a 3/4-inch iron rod found for corner;

THENCE North 04° 10' 29" East, continuing along the east line of said Northwest Lake Business Park, for a distance of 147.22 feet to a 1/2-inch iron rod with cap stamped "Tetra" set for corner;

THENCE North 20° 46' 12" East, continuing along the east line of said Northwest Lake Business Park, for

a distance of 109.08 feet to the PLACE OF BEGINNING of the herein described tract and containing 26.1572 Acres or 1,139,409 Square Feet of Land.

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

MAR 29 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2012 MAR 29 PM 1:44

FILED

6660-69-1660-34

EXHIBIT C

GF# 1557104 - After Recording Return To:
ALGALlegiance Title Company
109 N. Post Oak Ln, Ste. 150
Houston, TX 77024

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF HARRIS

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KNOW ALL MEN BY THESE PRESENTS:

That, NW Lake L.P. ("Grantor"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash and other good and valuable consideration to Grantor in hand paid by Angadare Land L.P., whose address is 22008 North Berwick, Houston, Texas 77095 ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed; has, subject to the exceptions, reservations, and covenants hereinafter set forth, GRANTED, SOLD and CONVEYED and by these presents does hereby GRANT, SELL and CONVEY, unto Grantee, all of that certain tract or parcel of land described in EXHIBIT "A" attached hereto and made a part hereof for all purposes (the "Real Property"), and all appurtenances of the Real Property, including easements or rights-of-way relating thereto (the "Appurtenances"), and without warranty, all right, title and interest, if any, of Grantor in and to the land lying within any street or roadway adjoining the Real Property or any vacated or hereafter vacated street or alley adjoining the Real Property (the "Strips") (the Real Property, the Appurtenances and the Strips are hereinafter collectively called the "Property").

This special warranty deed (the "Deed") is made by Grantor and accepted by Grantee subject and subordinate to (i) all ordinances and royalty and mineral reservations, (ii) the easements, restrictions, encumbrances, access limitations, covenants, conditions, and other matters which are shown on EXHIBIT "B" attached hereto and made a part hereof for all purposes, (ii) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years, and (iii) all matters a current and accurate survey of the Property would reveal (all of the foregoing, collectively, the "Permitted Exceptions"), to the extent, but only to the extent, that the same are valid and subsisting and affect the Property.

EXCEPT AS TO THE WARRANTY OF TITLE EXPRESSLY PROVIDED HEREIN, GRANTEE ACKNOWLEDGES AND AGREES BY ACCEPTING THIS DEED THAT GRANTOR MAKES NO REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, OF OR RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, OF OR RELATING TO: (I) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE CONSTRUCTION; (II) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, OR THE COMPLIANCE OF THE PROPERTY WITH ALL REGULATIONS OR LAWS RELATING TO HEALTH OR THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE TOXIC SUBSTANCE CONTROL ACT, THE CLEAN WATER ACT, EACH AS MAY BE AMENDED FROM TIME TO TIME, AND INCLUDING ANY AND ALL STATE, LOCAL OR FEDERAL REGULATIONS, RULES OR POLICIES PROMULGATED THEREUNDER ("ENVIRONMENTAL LAWS"); (III) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN THE PROPERTY; (IV) THE SOIL CONDITIONS, DRAINAGE, FLOODING

CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON, OR UNDER THE PROPERTY; AND (V) THE COMPLIANCE OF THE PROPERTY WITH ALL LAWS, STATUTES, REGULATIONS, ORDINANCES OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT OR SIMILAR LAWS. GRANTEE HEREBY ACCEPTS THE PROPERTY SUBJECT TO ALL RISKS, LIABILITIES, CLAIMS, DAMAGES AND COSTS, INCLUDING ANY LIABILITY WITH RESPECT TO ENVIRONMENTAL LAWS (AND AGREES GRANTOR SHALL NOT BE LIABLE TO GRANTEE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATED TO THE CONDITION OF THE PROPERTY). GRANTEE ACKNOWLEDGES THAT IT IS PURCHASING THE PROPERTY IN ITS "AS IS," "WHERE IS" CONDITION, WITH ALL FAULTS.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, hereditaments and appurtenances thereto and anywise belonging, unto Grantee, Grantee's successors and assigns forever and Grantor does hereby bind itself and its successors, to WARRANT and FOREVER DEFEND all and singular the said Property (subject to the Permitted Exceptions), unto Grantee, Grantee's successors and assigns forever against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Ad valorem taxes with respect to the Property have been prorated as of the date hereof, and Grantee hereby expressly assumes liability for the payment thereof.

This Deed may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

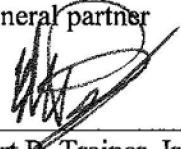
[Signature Pages Follow]

EXECUTED this 18th day of May, 2016.

GRANTOR:

NW LAKE L.P.

By: GI Land, L.L.C.,
its general partner

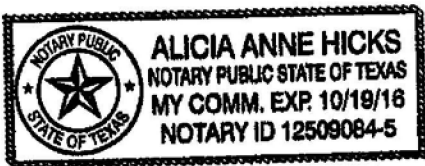
By: 
Robert B. Trainer, Jr.
Managing Member

THE STATE OF TEXAS

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COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 18th day of May, 2016, by Robert B. Trainer, Jr., the Managing Member of GI Land, L.L.C., a Texas limited liability company, the general partner of NW Lake L.P., a Texas limited partnership, on behalf of said entities and for the purposes stated in said instrument.





Notary Public, State of Texas

My Commission Expires: _____

GRANTEE:

ANGADARE LAND L.P.

By: Visual Comfort Holding Inc.,
its general partner

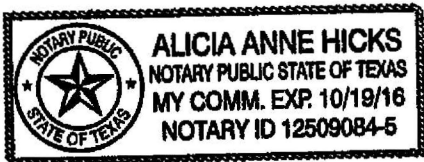
By: _____
Name: ANDY SINGER
Title: PARTNER
Date: 5-18-16

THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me this 18th day of May, 2016, by Andrew Singer, the partner of Visual Comfort Holding Inc., a Texas corporation, the general partner of Angadare Land L.P., on behalf of said entities and for the purposes stated in said instrument.



A.A.H.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT "A" TO DEED

Legal Description of the Property

Being a 26.7582 acre (1,165,588 square feet) parcel of land situated in the William Francis Survey, Abstract 260, in Harris County, Texas, and being out of a called 529.66 acre tract of land conveyed from Wyman-Gorman Forgings, Inc, as described in deed executed March 27, 2012 and recorded under File Number 20120134579, of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), said 26.7582 acre parcel being more particularly described as follows:

Beginning at a 5/8-inch iron rod found for the Northeast corner of Northwest Lake Business Park as recorded under Film Code Number 590153 of the Map Records of Harris County, Texas, also said iron rod being situated in the Southwesterly line of the H. & T.C. Railroad (100' R.O.W.) and being the Northwest corner of herein described tract of land:

- 1) THENCE, South 53°07'38" East, along said existing Southwesterly right-of-way line of H.&T.C. Railroad, a distance of 1,684.43 feet to a 5/8-inch iron rod with "Bury+Partners" cap, set in the Westerly right-of-way of Telge Road (100' R.O.W.), and the beginning of a non-tangent curve to the left;
- 2) THENCE, Southwesterly along said right-of-way line of Telge Road, and along the arc of said curve to the left having a central angle of 47°03'09", a radius of 560.00 feet, a chord bearing and distance of South 01°03'09" East, 447.07 feet, and an arc length of 459.88 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner at a point of tangency;
- 3) THENCE, South 24°34'44" East, along the West right-of-way line of Telge Road, passing a found 5/8 inch iron rod at a distance of 84.31 feet, continuing on for a total distance of 144.30 feet to a found 5/8-inch iron rod situated in the West right-of-way line of Telge Road and the Northwesterly right-of-way line of Northwest Lake Drive (90' R.O.W.);
- 4) THENCE, South 65°25'16" West, along the northwesterly right-of-way line of Northwest Lake Drive, for a distance of 63.73 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;
- 5) THENCE, South 87°59'23" West, along the Northerly right-of-way line of Northwest Lake Drive, a distance of 326.21 feet to a found 5/8-inch iron rod;
- 6) THENCE, North 55°05'02" West, along the Northerly right-of-way line of Northwest Lake Drive, passing a 5/8 inch iron rod at distance of 99.87 feet continuing for a total distance of 1240.42 feet, to a 5/8-inch iron rod with "Bury+Partners" cap set for corner;
- 7) THENCE, South 87°59'23" West, continuing along the North right-of-way of Northwest Lake Drive, a distance of 40.56 feet to a 5/8-inch iron rod with "Bury+Partners" cap set for corner in the East boundary line of Northwest Lake Business Park Subdivision;
- 8) THENCE, North 02°00'37" West, along said Northwest Lake Business Park Easterly boundary line, a distance of 669.93 feet to a point, from which a found 5/8-inch iron rod with "R.G. Miller" cap bears South 83°45'47" East 0.14 feet;
- 9) THENCE, North 04°10'29" East, continuing along said East boundary line of Northwest Business Park, a distance of 147.22 feet to a point, from which a found 1/2-inch iron rod that bears, North 15°43'16" West, 0.31 feet;

EXHIBIT "A" TO DEED (cont.)

10) THENCE, North 20°46'12" East, continuing along said East boundary line of Northwest Business Park, a distance of 109.08 feet to the POINT OF BEGINNING, containing an area of 26.7582 acres (1,165,588 square feet) of land.

EXHIBIT "B" TO DEED

Permitted Exceptions

1. The restrictive covenants recorded in/under Harris County Clerk's File Nos. X053335, 20120134579, Z023216, 20070602797 and 20160068699 in the Real Property Records of Harris County, Texas.
2. Reciprocal Drainage Easement Agreement as set forth in instrument recorded under Harris County Clerk's File No. 20120134581.
3. Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, dated September 22, 2003 by and between Northwest Lake, L.P., and Wyman Gordon Forgings, LP, filed for record under Harris County Clerk's File No. X053335. Assignment Agreement dated August 22, 2007 filed for record under Harris County Clerk's File No. 20070522104. Amendment to Reciprocal Easement Agreement dated September 13, 2007, by Gyrodata Land, L.P., and Wyman Gordon Forgings, LP, filed for record under Harris County Clerk's File No. 20090521311.
4. First Amendment to Amendment to Reciprocal Easement Agreement dated March 1, 2012, by and between Wyman-Gordon Forgings, Inc., and NW Lake, LP, filed for record under Harris County Clerk's File No. 20120134572.
5. Second Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions dated March 1, 2012, by and between Wyman-Gordon Forgings, Inc., and NW Lake, LP, filed for record under Harris County Clerk's File No. 20120134577.
6. One foot reserve adjacent to Northwest Lake Drive as set forth on plat recorded in Film Code No. 590153, of the Map Records of Harris County, Texas.
7. Easement granted to Humble Pipe Line Company by instrument recorded in Volume 500, Page 591, Deed Records, Harris County, Texas, and amended by instruments filed for record under Harris County Clerk's File Nos. C490019 and F051876.
8. Easement granted to Houston Natural Gas by instrument filed for record under Harris County Clerk's File No. E494378 and E474197.
9. A pipeline right-of-way and easement granted to Houston Pipe Line Company by instrument recorded under Clerk's File Numbers S-454386, S-454385, 20070566120, 20070581723 and 20070581724 of the Real Property Records of Harris County, Texas.
10. Mineral reservation as shown in deed from Sterling Myer, Jr. and wife, Persia C. Myer to Cameron Iron Works, Inc., a Texas corporation, dated June 20, 1966, filed June 20, 1966, recorded in/under Volume 6400, Page 189, (File No. C324122) Real Property Records, Harris County, Texas.
11. Mineral reservation as shown in deed from Jane M. Gwathmey to Cameron Iron Works, Inc., a Texas corporation, dated June 20, 1966, filed June 20, 1966, recorded in/under Volume 6400, Page 198, (File No. C324123) Real Property Records, Harris County, Texas.
12. Mineral reservation as shown in deed from Alice B. Myer to Cameron Iron Works, Inc., a Texas corporation, dated June 20, 1966, filed June 20, 1966, recorded in/under Volume 6400, Page 206, Real Property Records (File No. C324124), Harris County, Texas.
13. Subject property is located within boundaries of the West Harris County Municipal Utility District #15 and subject to the assessments and taxes payable thereto.
14. Losses or claims, if any, resulting because of the variance between a fence and any property boundary lines, as shown on survey dated March 14, 2016, prepared by Stephen L. Godinich, R.P.L.S. No. 5170.

RP-2016-215881
Pages 8
05/23/2016 09:23 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$40.00

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

RP-2016-215881

19 **HOLD FOR**

CHARTER TITLE COMPANY

GF# 1045601257 ✓

NAME Zandler

EXHIBIT D

20120134578
03/29/2012 RP2 \$76.00

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Correc
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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS. YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CORRECTION SPECIAL WARRANTY DEED

Date: March 27th, 2012, to be effective as of October 19, 2007

Grantor: Wyman-Gordon Forgings, Inc., a Delaware corporation

Grantor's Mailing Address: 10825 Telge Road
Houston, Texas 77095

Grantee: Gyrodata Land, L.P., a Texas limited partnership

Grantee's Mailing Address: 23000 Northwest Lake Drive
Houston, Texas 77095

Consideration: Ten Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including improvements): That real property containing approximately 6.382 acres being more particularly described in **Exhibit A** attached hereto.

Adjoining Property: The real property containing approximately 73.4290 acres being more particularly described on **Exhibit B** attached hereto.

Exceptions to Conveyance and Warranty:

(a) Pursuant to that certain Gas Pipeline Easement dated October 19, 2007, a non-exclusive easement and right-of-way for the purpose of constructing, installing, laying, refurbishing, operating, maintaining, changing the size of or pressure within, inspecting, operating, repairing, removing, altering, protecting and replacing one twelve inch (12") natural gas pipeline and related appurtenant facilities including, but not limited to, cathodic protection apparatus and a meter and other measurement facilities, to be used for the purpose of transporting natural gas upon, over, under, through and across a strip of land twenty feet (20') in width

across the lands on along the route described in Exhibit C together with the right of ingress and egress thereto; and (b) to the extent they validly exist, the matters set forth on Exhibit D attached hereto.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all rights, titles and interests, if any, in and to (i) all easements appurtenant to the Property (ii) all stripes or gores, if any, between the Property and the Adjoining Property, and (iii) all other rights, privileges and appurtenances in any way related to or for the benefit of the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Warranty.

GRANTOR MAKES NO REPRESENTATION OR WARRANTY (EXCEPT AS TO THE WARRANTY OF TITLE CONTAINED IN THE DEED) CONCERNING THE VALUE OF THE PROPERTY, THE CONDITION OF ANY IMPROVEMENTS LOCATED UPON THE PROPERTY, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS, HYDROCARBONS, OR TOXIC CONTAMINATION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR A PARTICULAR PURPOSE, THE GEOLOGICAL CONDITION OF THE PROPERTY, THE MERCHANTABILITY OF THE PROPERTY, OR ITS FITNESS FOR A PARTICULAR PURPOSE. THE PROPERTY IS SOLD AS IS, WHERE IS, WITH ALL FAULTS, ANY REPRESENTATIONS OR WARRANTIES IN ANY PRIOR CONTRACT WILL BE MERGED INTO THIS DEED. GRANTEE WAS GIVEN AN ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OF EITHER THE GRANTOR OR ANY BROKER INVOLVED IN THIS TRANSACTION. The term "*Hazardous Materials*" means any substance (a) the presence of which requires, reporting, investigations or remediation under any current federal, state or local statute, regulation or ordinance or (b) which are currently defined as hazardous substances, toxic substances, regulated substances, pollutants or contaminants under any current federal, state or local statute, regulation or ordinance, including hydrocarbons and asbestos.

Taxes for the year 2007 have been prorated and Grantor will pay the taxes for the year 2007.

This Correction Special Warranty Deed is made in place of and as a deed of correction of a Special Warranty Deed from Grantor to Grantee dated October 19, 2007, recorded under File Number 20070638327 of the Real Property Records of Harris County, Texas (herein referred to as the "Original Deed"), wherein by error or mistake the deed named Wyman-Gordon Forgings, LP, a Delaware limited partnership, as the Grantor, when in truth and fact the deed should have named Wyman-Gordon Forgings, Inc., a Delaware corporation, as the Grantor and this Correction Special Warranty Deed is made by Grantor and accepted by Grantee in order to correct said mistake or error. In all other respects, the Original Deed is hereby confirmed and ratified.

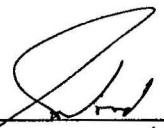
When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

Wyman-Gordon Forgings, Inc.,
a Delaware corporation

102

By:


Name: John Wood
Title: VP of Finance - Wyman Gordon

AGREED AND ACCEPTED:

GRANTEE:

NW Lake, L.P., formerly known as Gyrodata Land, L.P., a Texas
limited partnership

By: GI Land, LLC,
a Texas limited liability
company, General Partner

By: _____
Name: _____
Title: _____

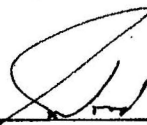
This Correction Special Warranty Deed is made in place of and as a deed of correction of a Special Warranty Deed from Grantor to Grantee dated October 19, 2007, recorded under File Number 20070638327 of the Real Property Records of Harris County, Texas (herein referred to as the "Original Deed"), wherein by error or mistake the deed named Wyman-Gordon Forgings, LP, a Delaware limited partnership, as the Grantor, when in truth and fact the deed should have named Wyman-Gordon Forgings, Inc., a Delaware corporation, as the Grantor and this Correction Special Warranty Deed is made by Grantor and accepted by Grantee in order to correct said mistake or error. In all other respects, the Original Deed is hereby confirmed and ratified.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

Wyman-Gordon Forgings, Inc.,
a Delaware corporation

By:


Name: John Wood
Title: VP of Finance - Wyman Gordon

AGREED AND ACCEPTED:

GRANTEE:

NW Lake, L.P., formerly known as Gyrodata Land, L.P., a Texas
limited partnership

By: GI Land, LLC,
a Texas limited liability
company, General Partner

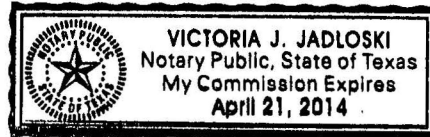
By:


Name: ROBERT B. TRAINER, JR.
Title: A MANAGING MEMBER

302

STATE OF TEXAS

COUNTY OF HARRIS



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This instrument was acknowledged before me on March 27, 2012, by ~~Victoria Jadloski~~, ~~Admin. Assistant~~ of Wyman-Gordon Forgings, Inc., a Delaware corporation, on behalf of said corporation.

John Wood

VP of Finance - Wyman Gordon

Victoria J. Jadloski
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HARRIS

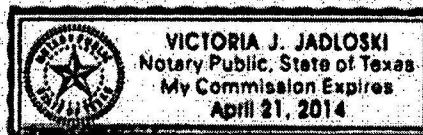
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This instrument was acknowledged before me on March _____, 2012, by _____ of GI Land, LLC, a Texas limited liability company, General Partner of NW Lake, L.P., formerly known as Gyrodata Land, LP, a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HARRIS



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This instrument was acknowledged before me on March 27, 2012, by Victoria J. Jadoski, Admin. Assistant of Wyman-Gordon Forgings, Inc., a Delaware corporation, on behalf of said corporation.

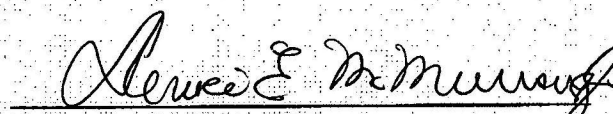

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF HARRIS

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This instrument was acknowledged before me on March 27, 2012, by Robert B. Trainer, Jr., A Managing member of GI Land, LLC, a Texas limited liability company, General Partner of NW Lake, L.P., formerly known as Gyrodata Land, LP, a Texas limited partnership, on behalf of said partnership.


Notary Public, State of Texas

F:\wp\TBA\Gyro\WG3\Correction Special Warranty Deed v4 3-23-12.wpd



Exhibit A

THE PROPERTY

Tract 1

A tract of land containing 3.479 acres being part of and out of Restricted Reserve "D" as indicated on the map or plat of NORTHWEST LAKE BUSINESS PARK, a subdivision of land according to the map or plat thereof recorded in Film Code 590153 of the Harris County Map Records (HCMR), and also being part of and out of a called 514.8119 Acre Tract as described in Clerk's File L520010 of the Official Public Records of Real Property for Harris County (OPRRPHC), in the William Francis Survey, Abstract No. 260, in Harris County, Texas; said 3.479 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod set for the most westerly Northwest corner of said Restricted Reserve "D", same being the Southwest corner of Restricted Reserve "A" of said NORTHWEST LAKE BUSINESS PARK;

THENCE, N 87 deg. 59' 23" E, along the common line of said Restricted Reserves "A" and "D", for a distance of 1,222.30 feet to a 5/8-inch iron rod set for corner, same being the Southeast corner of said Restricted Reserve "A", and a re-entrant corner of said Restricted Reserve "D";

THENCE, S 02 deg. 00' 37" E, at 60.00 feet pass the southerly line of said Restricted Reserve "D", and continuing for a total distance of 124.00 feet to a 5/8-inch iron rod set for corner;

THENCE, S 87 deg. 59' 23" W, for a distance of 1,222.30 feet to a 5/8-inch iron rod set for corner;

THENCE, N 02 deg. 00' 37" W, at 64.00 feet pass the Southwest corner of said Restricted Reserve "D", and continuing for a total distance of 124.00 feet to the PLACE OF BEGINNING, of a tract containing 3.479 acres of land.

Tract 2

A tract of land containing 1.047 acres being part of and out of Restricted Reserve "D" as indicated on the map or plat of NORTHWEST LAKE BUSINESS PARK, a subdivision of land according to the map or plat thereof recorded in Film Code 590153 of the Harris County Map Records (HCMR), and also being part of and out of a called 514.8119 Acre Tract as described in Clerk's File L520010 of the Official Public Records of Real Property for Harris County (OPRRPHC), in the William Francis Survey, Abstract No. 260, in Harris County, Texas; said 1.047 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod set for the most northerly Northwest corner of said Restricted Reserve "D", same being a southerly Northeast corner of Restricted Reserve "A" of said NORTHWEST LAKE BUSINESS PARK, on the southerly line of Northwest Lake Drive;

THENCE, N 87 deg. 59' 23" E, along the southerly line of Northwest Lake Drive, same being the northerly line of said Restricted Reserve "D", for a distance of 41.45 feet to a 5/8-inch iron rod set for corner;

THENCE, S 01 deg. 52' 19" E, at 1,074.11 feet pass the southerly line of said Restricted Reserve "D", and continuing for a total distance of 1,138.11 feet to a 5/8-inch iron rod set for corner;

THENCE, S 87 deg. 59' 23" W, for a distance of 38.70 feet to a 5/8-inch iron rod set for corner;

THENCE, N 02 deg. 00' 37" W, at 64.00 feet pass the southerly line of said Restricted Reserve "D", and continuing at 124.00 feet pass a re-entrant corner of said Restricted Reserve "D", same being the Southeast corner of the aforementioned Restricted Reserve "A", and thence continuing for a total distance of 1,138.11 feet to the PLACE OF BEGINNING, of a tract containing 1.047 acres of land.

Tract 2A

A tract of land containing 0.6655 acre being part of and out of Restricted Reserve "C" as indicated on the map or plat of NORTHWEST LAKE BUSINESS PARK, a subdivision of land according to the map or plat thereof recorded in Film Code 590133 of the Harris County Map Records (HCMR), in the William Francis Survey, Abstract No. 260, in Harris County, Texas; said 0.6655 acre being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod set for the Southwest corner of said Restricted Reserve "C", same being the Southeast corner of Restricted Reserve "B" of said NORTHWEST LAKE BUSINESS PARK;

THENCE, N 02 deg. 00' 37" W, along the common line of said Restricted Reserves "C" and "B", for a distance of 673.17 feet to a 5/8-inch iron rod set for an angle point;

THENCE, N 04 deg. 10' 29" E, continuing along the common line of said Restricted Reserves "C" and "B", for a distance of 159.19 feet to a 5/8-inch iron rod set for an angle point;

THENCE, N 20 deg. 46' 12" E, continuing along the common line of said Restricted Reserves "C" and "B", for a distance of 60.54 feet to a 5/8-inch iron rod set for corner;

THENCE, S 33 deg. 49' 39" E, over and across said Restricted Reserve "C", for a distance of 321 feet to a 5/8-inch iron rod set for corner;

THENCE, S 08 deg. 57' 39" W, for a distance of 51.47 feet to a 5/8-inch iron rod set for an angle point;

THENCE, S 02 deg. 28' 17" E, for a distance of 535.11 feet to a 5/8-inch iron rod set for an angle point;

THENCE, S 02 deg. 24' 57" E, for a distance of 200.23 feet to a 5/8-inch iron rod set for an angle point;

THENCE, S 03 deg. 38' 43" E, for a distance of 98.72 feet to a 5/8-inch iron rod set for corner, on the southerly line of said Restricted Reserve "C", same being the northerly line of Northwest Lake Drive;

THENCE, S 87 deg. 59' 23" W, along the southerly line of said Restricted Reserve "C", same being the northerly line of Northwest Lake Drive, for a distance of 41.03 feet to the PLACE OF BEGINNING, of a tract containing 0.6655 acre of land.

Tract 3

A tract of land containing 0.5756 acre being part of and out of the residue of a called 529.660 Acre Tract as described in Volume 6400, Page 198 of the Harris County Deed Records (HCDR), in the William Francis Survey, Abstract No. 260, in Harris County, Texas; said 0.5756 acre being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod set for the intersection of the northerly line of Northwest Lake Drive (90 feet wide) with the westerly line of Telge Road (100 feet wide), as indicated on the map or plat of NORTHWEST LAKE BUSINESS PARK, a subdivision of land according to the map or plat thereof recorded in Film Code 590153 of the Harris County Map Records (HCMR);

THENCE, S 65 deg. 25' 16" W, along the northerly line of said Northwest Lake Drive, for a distance of 63.73 feet to an angle point within an existing power pole;

THENCE, S 87 deg. 59' 23" W, continuing along the northerly line of said Northwest Lake Drive, for a distance of 326.20 feet to an angle point within an existing power pole;

THENCE, N 55 deg. 05' 02" W, continuing along the northerly line of said Northwest Lake Drive, for a distance of 99.87 feet to a 5/8-inch iron rod set for corner;

THENCE, N 87 deg. 59' 23" E, along a line being parallel to and 60 feet northerly from the northerly line of said Northwest Lake Drive, for a distance of 394.07 feet to a 5/8-inch iron rod set for an angle point;

THENCE, N 65 deg. 25' 16" E, continuing along a line being parallel to and 60 feet northerly from the northerly line of said Northwest Lake Drive, in part along the southerly line of a 0.0254 Acre Tract, for a total distance of 51.76 feet to a 5/8-inch iron rod set for corner, same being the Southeasterly corner of said 0.0254 Acre Tract, on the westerly line of Telge Road (100 feet wide);

THENCE, S 24 deg. 34' 44" E, along the westerly line of Telge Road, for a distance of 60.00 feet to the PLACE OF BEGINNING, of a tract containing 0.5756 acre of land.

Tract 3A

A tract of land containing 0.5895 acre being part of and out of the residue of a called 529.660 Acre Tract as described in Volume 6400, Page 198 of the Harris County Deed Records (HCDR), in the William Francis Survey, Abstract No. 260, in Harris County, Texas; said 0.5895 acre being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod set for the intersection of the southerly line of Northwest Lake Drive (90 feet wide) with the westerly line of Telge Road (100 feet wide), as indicated on the map or plat of NORTHWEST LAKE BUSINESS PARK, a subdivision of land according to the map or plat thereof recorded in Film Code 590153 of the Harris County Map Records (HCMR);

THENCE, S 24 deg. 34' 44" E, along the westerly line of said Telge Road, for a distance of 60.00 feet to a 5/8-inch iron rod set for corner;

THENCE, S 65 deg. 25' 16" W, along a line being parallel to and 60 feet southerly from the southerly line of Northwest Lake Drive, for a distance of 93.66 feet to a 5/8-inch iron rod set for an angle point;

THENCE, S 87 deg. 59' 23" W, continuing along a line being parallel to and 60 feet southerly from the southerly line of Northwest Lake Drive, for a distance of 306.35 feet to a 5/8-inch iron rod set for an angle point;

THENCE, N 55 deg. 05' 02" W, for a distance of 99.87 feet to an angle point in the southerly line of Northwest Lake Drive, from which a found 5/8-inch iron rod bears witness at N 13 deg. 20' 26" E, a distance of 0.12 feet;

THENCE, N 87 deg. 59' 23" E, along the southerly line of Northwest Lake Drive (90 feet wide), for a distance of 374.21 feet to a fence corner post for an angle point;

THENCE, N 65 deg. 25' 16" E, continuing along the southerly line of Northwest Lake Drive, for a distance of 81.69 feet to the PLACE OF BEGINNING, of a tract containing 0.5895 acre of land.

Tract 3B

A tract of land containing 0.0254 acre being part of and out of the residue of a called 529.660 Acre Tract as described in Volume 6400, Page 198 of the Harris County Deed Records (HCDR), in the William Francis Survey, Abstract No. 260, in Harris County, Texas; said 0.0254 acre being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod set for the intersection of the northerly line of Northwest Lake Drive (90 feet wide) with the westerly line of Telge Road (100 feet wide), as indicated on the map or plat of NORTHWEST LAKE BUSINESS PARK, a subdivision of land according to the map or plat thereof recorded in Film Code 590153 of the Harris County Map Records (HCMR);

THENCE, N 24 deg. 34' 44" W, along the westerly line of Telge Road, for a distance of 60.00 feet to a 5/8-inch iron rod set for the PLACE OF BEGINNING;

THENCE, S 65 deg. 25' 16" W, for a distance of 10.00 feet to a 5/8-inch iron rod set for corner;

THENCE, N 24 deg. 34' 44" W, along a line being parallel to and 10 feet westerly from the westerly line of Telge Road, for a distance of 110.27 feet to a 5/8-inch iron rod set for corner;

THENCE, N 65 deg. 25' 16" E, for a distance of 10.60 feet to a 5/8-inch iron rod set for corner, on the westerly line of Telge Road (100 feet wide);

THENCE, in a general SOUTHWESTERLY direction, along the westerly line of Telge Road, being the arc of a curve to the left having a radius of 560.00 feet and a central angle of 02 deg. 39' 24", for a distance of 25.97 feet (chord bears S 23 deg. 15' 02" E, a distance of 25.96 feet) to a point of tangency, from which a found 1/4-inch iron rod bears witness at S 64 deg. 35' 18" W, a distance of 0.12 feet;

THENCE, S 24 deg. 34' 44" E, continuing along the westerly line of Telge Road, for a distance of 84.31 feet to the PLACE OF BEGINNING, of a tract containing 0.0254 acre of land.

Exhibit B

ADJOINING PROPERTY

METES AND BOUNDS DESCRIPTION
73.4290 ACRE TRACT

A tract of land containing 73.4290 acres being part of and out of that called tract of 1602.576 Acres as described in deed recorded in Clerk's File No. L520010 in the Official Public Records of Real Property, Harris County, Texas (OPRRPHC), in the William Francis Survey, Abstract No. 260, in Harris County, Texas; said 73.4290 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4-inch iron rod found marking the Northeast corner of a 1,082.133 Acre Tract described in deed recorded in Clerk's File No. S780157 (OPRRPHC), on the southwesterly line of the H. & T. C. Railroad 100 foot right-of-way, and being the Northwest corner of the herein described tract;

THENCE, S 51 deg. 03' 53" E, along the southwesterly line of the H. & T. C. Railroad 100 foot right-of-way, for a distance of 1,660.26 feet to a 3/8-inch iron rod set for corner;

THENCE, S 22 deg. 47' 59" W, for a distance of 135.21 feet to a 60¢ Nail set for an angle point;

THENCE, S 06 deg. 12' 16" W, for a distance of 159.19 feet to a 6 foot high Chain Link Fence Corner Post for corner;

THENCE, S 00 deg. 01' 10" W, for a distance of 1,777.27 feet to a 5/8-inch iron rod set for corner, same being the Southwesterly corner of the herein described tract;

THENCE, N 89 deg. 58' 50" W, for a distance of 1,222.30 feet to a 5/8-inch iron rod set for corner, on the easterly line of the aforesaid 1,082.133 Acre Tract, same being the easterly line of a 250 foot wide Drainage Ditch Easement as described in Clerk's File No. T352303 (OPRRPHC);

THENCE, N 00 deg. 01' 10" E, along the easterly line of said 1,082.133 Acre Tract, same being the easterly line of said Drainage Ditch Easement, for a distance of 3,103.14 feet to the PLACE OF BEGINNING, of a tract containing 73.4290 acres of land.

Exhibit C

GAS PIPELINE EASEMENT

Being a description of a twenty (20) foot wide permanent easement and right of way out of the William Francis Survey, Abstract No. 260, Harris County, Texas and being on, over, across and through the residue of that certain 514.8119 acre tract of land described by Special Warranty Deed to Cameron Forge Company, filed for record January 28, 1998 under file number L520010 and film code number 200-35-1994 in the Official Public Records of Real Property of Harris County, Texas.

BEGINNING at a point on the south line of that certain 61.316 acre tract of land described by Special Warranty Deed to Gyrodna Land, LP, filed for record August 24, 2007 under file number 20070522106 and film code number 120-07-1052 in the Official Public Records of Real Property of Harris County, Texas, said tract also being Restricted Reserve "A", Block One (1) of Northwest Lake Business Park as recorded under film code number 590153 of the Map Records of Harris County, Texas, being the most westerly north line of the residue of said 514.8119 acre tract, said beginning point bears S 87°58'55" W, a distance of 348.89 feet along the south line of said 61.316 acre tract from the southeast corner of said 61.391 acre tract;

THENCE S 02°01'15" E, a distance of 124.00 feet to the southeast corner of the herein described tract;

THENCE S 87°58'55" W, a distance of 20.00 feet to a point for the southwest corner of the herein described tract;

THENCE N 02°01'15" W, a distance of 124.00 feet to a point on the southeast line of said 61.316 acre tract for the northwest corner of the herein described tract;

THENCE along the south line of said 61.316 acre tract, N 87°58'55" E, a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.06 acres of land, more or less as shown by plat dated 9/05/07 and attached hereto as drawing number 12907-94-0002;

Exhibit D

PERMITTED EXCEPTIONS

(A). A RIGHT-OF-WAY AND EASEMENT FOR PIPELINE PURPOSES, SIXTY (60) FEET IN WIDTH, AFFECTING THE MOST NORTHERLY PROPERTY LINE OF TRACT 2A, AS GRANTED TO HUMBLE PIPE LINE COMPANY BY INSTRUMENT RECORDED IN VOLUME 500, PAGE 591 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS AND AS AMENDED, LOCATED AND DEFINED BY INSTRUMENT RECORDED IN VOLUME 6743, PAGE 298 OF THE DEED RECORDS OF SAID COUNTY AND STATE; BEING ADDITIONALLY SUBJECT TO AN AGREEMENT FILED UNDER HARRIS COUNTY CLERK'S FILE NO. PD51876.

(B). A RIGHT-OF-WAY AND EASEMENT TEN (10) FEET IN WIDTH FOR PIPELINE PURPOSES, EXTENDING THROUGH A NORTHERLY PORTION OF TRACT 2A IN A NORTHWEST-SOUTHEAST DIRECTION, AS GRANTED TO HOUSTON NATURAL GAS CORPORATION BY INSTRUMENT FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. B494378.

(C). AN EASEMENT FOR ROADWAY PURPOSES SIXTY (60) FEET IN WIDTH, AFFECTING TRACTS 1, 2 AND 2A OF THE SUBJECT PROPERTY, AS CREATED AND ESTABLISHED IN INSTRUMENT FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. X053335 AND ALL TERMS AND PROVISIONS SET FORTH THEREIN.

(D). ROADED EASEMENT, ENCOMPASSING 0.3676 ACRE, AFFECTING A PORTION OF TRACT 1 OF THE SUBJECT PROPERTY, AS SET FORTH AND ESTABLISHED IN INSTRUMENT FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. X053335 AND ALL TERMS AND PROVISIONS SET FORTH THEREIN.

(E). RAILROAD SPUR EASEMENT, EXTENDING OVER AND ACROSS A PORTION OF TRACT 1 AND EXTENDING OVER AND ACROSS A SOUTHERLY PORTION OF TRACT 2 IN A NORTHWEST-SOUTHEAST DIRECTION, AS SET FORTH AND ESTABLISHED IN INSTRUMENT FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. X053335 AND ALL TERMS AND PROVISIONS SET FORTH THEREIN.

(F). INTENTIONALLY DELETED

(G). A RIGHT-OF-WAY AND EASEMENT FOR PIPELINE PURPOSES, EXTENDING OVER, UNDER AND ACROSS AN EASTERLY PART OF TRACT 1 IN A NORTH-SOUTH DIRECTION, AS GRANTED TO HOUSTON PIPE LINE COMPANY BY INSTRUMENT FILED FOR RECORD UNDER HARRIS COUNTY CLERK'S FILE NO. S454386 AND BY BILL OF SALE FILED UNDER SAID COUNTY CLERK'S FILE NO. S454385. SAID EASEMENT BEING SUBSEQUENTLY MODIFIED AND AMENDED BY INSTRUMENTS FILED UNDER HARRIS COUNTY CLERK'S FILE NOS. 20070581723 AND 20070581724.

(H). BUILDING SET BACK LINE TEN (10) FEET IN WIDTH ALONG THE MOST SOUTHERLY LINE OF RESERVE "C" OF NORTHWEST LAKE BUSINESS PARK, BEING PART OF TRACT 2A, LYING NORTHERLY OF AND ADJACENT TO NORTHWEST LAKE DRIVE, AS SET FORTH ON THE MAP OR PLAT RECORDED AT FILM CODE NO. 590153 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

(I). BUILDING SET BACK LINE TEN (10) FEET IN WIDTH ALONG THE MOST NORTHERLY LINE OF RESERVE "D" OF NORTHWEST LAKE BUSINESS PARK, BEING PART OF TRACT 2, LYING SOUTHERLY OF AND ADJACENT TO NORTHWEST LAKE DRIVE, AS SET FORTH ON THE MAP OR PLAT RECORDED AT FILM CODE NO. 590153 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

(J). A ONE-HALF (1/2) NON-PARTICIPATING ROYALTY INTEREST IN ALL OIL, GAS AND OTHER MINERALS ON, IN, UNDER OR THAT MAY BE PRODUCED FROM THE SUBJECT PROPERTY IS EXCEPTED HEREFROM, AS SAME IS SET FORTH IN THE INSTRUMENT RECORDED IN VOLUME 6400, PAGE 189 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN TRACED FURTHER.

(K). A ONE-HALF (1/2) NON-PARTICIPATING ROYALTY INTEREST IN ALL OIL, GAS AND OTHER MINERALS ON, IN, UNDER OR THAT MAY BE PRODUCED FROM THE SUBJECT PROPERTY IS EXCEPTED HEREFROM, AS SAME IS SET FORTH IN THE INSTRUMENT RECORDED IN VOLUME 6400, PAGE 198 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN TRACED FURTHER.

(L). A ONE-HALF (1/2) NON-PARTICIPATING ROYALTY INTEREST IN ALL OIL, GAS AND OTHER MINERALS ON, IN, UNDER OR THAT MAY BE PRODUCED FROM THE SUBJECT PROPERTY IS EXCEPTED HEREFROM, AS SAME IS SET FORTH IN THE INSTRUMENT RECORDED IN VOLUME 6400, PAGE 208 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN TRACED FURTHER.

(M). ONE (1) FOOT BUFFER RESERVES, LYING SOUTHERLY OF AND ADJACENT TO THE NORTHERLY LINES OF NORTHWEST LAKE DRIVE, AND LYING NORTHERLY OF AND ADJACENT TO THE SOUTHERLY LINES OF SAID NORTHWEST LAKE DRIVE, DENYING TRACTS 3 AND 3A ACCESS, INGRESS AND EGRESS TO SAID ROAD, AS SET FORTH ON THE MAP OR PLAT RECORDED AT FILM CODE NO. 590153 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; THE CONDITION OF SAID DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED PLAT, THE ONE FOOT RESERVES SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS. (AS TO TRACTS 3 AND 3A)

(N). INTENTIONALLY DELETED

(O). ANNUAL MAINTENANCE CHARGE AND SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS PAYABLE TO THE ORDER OF THE BOARD OF DIRECTORS OF NORTHWEST LAKE BUSINESS PARK PROPERTY OWNER'S ASSOCIATION, INC., AS PROVIDED FOR AND SECURED BY VENDOR'S LIEN RETAINED IN RESTRICTIVE COVENANT FILED FOR RECORD UNDER CLERK'S FILE NO. 2023216 OF THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS, AS SUBORDINATED TO THE LIEN OF PURCHASE AND/OR IMPROVEMENT MONEY LIENS.

(AS TO TRACTS 1, 2 AND 2A)

(P). THE SUBJECT PROPERTY LIES WITHIN THE BOUNDARIES OF WEST HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 15. (OWNER POLICY ONLY)

(Q). RIGHTS OR CLAIMS OF PARTIES IN POSSESSION, AS TENANTS ONLY, UNDER WRITTEN BUT UNRECORDED LEASE AGREEMENTS.

(R). RIGHTS OF PARTIES IN POSSESSION. (OWNER'S TITLE POLICY ONLY)

(S). DRAINAGE DITCH EXTENDING OVER AND ACROSS A WESTERLY PORTION OF TRACT 1 IN A NORTH-SOUTH DIRECTION, AS DEPICTED ON THE SURVEY DATED JULY 10, 2007, PREPARED BY DON DENSON, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2068 FOR LAND DATA SURVEYS, INC.

(T). DRAINAGE DITCH EXTENDING OVER AND ACROSS THE EASTERLY PORTIONS OF TRACTS 3 AND 3A IN A NORTH-SOUTH DIRECTION, AS DEPICTED ON THE SURVEY DATED JULY 10, 2007, PREPARED BY DON DENSON, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2068 FOR LAND DATA SURVEYS, INC.

(U). Deed restrictions recorded at Film Code No. 590153 of the Map Records of Harris County, Texas and in instruments filed for record under Harris County Clerk's File Nos. X053335, Z023216 and Z153972.

(V). Taxes and assessments by any taxing authority for the year 2006, 2007 and subsequent years. RECORDER'S MEMORANDUM:

At the time of recordation, this Instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and 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

MAR 29 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

2012-03-29 10:00 AM

EXHIBIT E



TEXAS
CENTRAL



☒ Agenda or ☐ Minutes

Project title	Dallas to Houston High-Speed Rail Project	Job number 243810-00
Meeting name and Organizer	TCRR - TCEQ Coordination Meeting to discuss 401 Certification Organized by Rick Zarate	Document Number 234180-AFN-EIS-AGN-00-00009-D001
Location	TCEQ Headquarters 12100 Park 35 Circle, Building F Room 2108, Austin, TX 78753 Conference Call - +1 (469) 206-8447, Access code: 78105910	Time and date 3:00 PM- 4:00 PM February 7, 2019
Purpose of meeting	Provide DHHSR project update, discuss 404 permit application progress, outcomes of the TCEQ public hearings, and next steps in the certification process.	
Attendance	TCEQ: David Galindo, Peter Schaefer, Gregg Easley TCRR: Elizabeth Grindstaff, Stephen Andersen OE Team: Rick Zarate, Alan Greer, Steve Watters WSP: Andrea Benson	
Apologies	None.	
Circulation	Those attending.	

1. **Introductions and DHHSR Project Update (10 min)**
2. **Update on Section 404 permit applications (15 min)**
 - Excerpts from FEIS LOD refinements presented to USACE on 12.20.18
3. **Discuss Outcomes of the TCEQ Public Hearings (15 min)**
4. **Next Steps in the Certification Process (20 min)**
 - Review summary of draft TCEQ comments letter responses
 - Discuss Ms. Shivers comments on the Wyman Gordon Forgings property
5. **Next Steps and Action Items**

Prepared by Rick Zarate
Date of circulation 02/07/2019