

REAL ESTATE CONTRACT

SH 29 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("***Contract***") is made by HEB GROCERY COMPANY, LP, a Texas limited partnership (referred to in this Contract as "***Seller***") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "***Purchaser***"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 5.290 acre tract of land, more or less, situated in the John B. Robinson Survey, Abstract No. 521, in Williamson County, Texas, being more fully described in a Land Title Survey as shown in **Exhibit "A"**, attached hereto and incorporated herein.

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "***Property***"), and any improvements and fixtures situated on and attached to the Property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

The conveyance of the Property shall be subject to the Restriction (as defined below), which restricts the use of the Property to roadway purposes. Seller is also reserving certain easements across the Property as more fully set forth in the Access and Utility Easement Agreement attached hereto as **Exhibit "C"** (the "***Easement Agreement***"), which shall be executed by Seller and Purchaser at the Closing.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of EIGHT HUNDRED SIX THOUSAND FIVE HUNDRED THIRTEEN AND 00/100 Dollars (\$806,513.00).

The parties agree that Purchaser shall receive a credit to the Purchase Price in the amount of \$15,740.00 for previous survey, appraisal, and attorney's fees expenses incurred and paid by Purchaser in relation to this transaction. Therefore, the amount of the Purchase Price now due and owing from Purchaser for completion of this transaction is \$ 790,773.00.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions and Additional Consideration

2.03. If Purchaser desires to commence construction of the proposed SH29 roadway improvements upon the Property at a time when a grazing use is still active on the adjacent property, then Purchaser shall reimburse Seller for the reasonable cost of removing the grazing fences located on the Property and either relocating such fencing or constructing new fencing along the new right of way line of the Property, which fencing shall be suitable to contain grazing livestock within the remainder property and shall be constructed with specifications as similar to the currently existing fencing on the Property as possible. Purchaser, its successors or assigns, shall provide Seller with at least 60 days written notice of the intent to begin use the Property for roadway construction purposes, whereupon Seller shall complete or cause completion of the fencing construction within 60 days of receiving such notice, and shall record in the real property records a termination or partial release of any grazing lease affecting the Property at that time if not previously done. If the fencing relocation described herein is required to be completed at that time, Purchaser agrees to pay the reasonable cost of the fence location within 30 days after receipt of invoices supporting such costs, which may include commercially reasonable labor charges to be paid or reimbursed to Seller's tenant in the event Seller's tenant elects to perform such fence relocation as opposed to contracting with some other party to perform such work. Notwithstanding any other provision contained herein, this Section 2.03 shall survive the Closing of this transaction.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing).

A. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

B. Purchaser agrees that all resulting parcels from any currently existing approved preliminary or finally platted and recorded subdivision will be and remain legal lots, and that no replatting will be required for resulting partial lots.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.01 Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's current actual knowledge:

- (1) To Seller's actual knowledge, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser. For purposes hereof, "actual knowledge" shall mean only the current, actual knowledge of Mary Rohrer (who shall not have any personal liability with respect to any such matters) and shall not be deemed to imply that Seller has conducted any inquiry or investigation with respect to the subject matter of any representation or warranty that is so qualified. Purchaser agrees that Seller has no duty of inquiry or investigation to make any such representation or warranty and Seller shall have no liability to Purchaser for failing to discover whether a condition as to which such a qualified representation or warranty is made is true or exists, regardless of the level of effort or expense required to make such an inquiry. Seller hereby further represents and warrants to Purchaser as follows that to the knowledge of Seller:

4.02 Disclaimer. Except as stated herein, Seller hereby specifically disclaims any warranty, guaranty, or representation, oral or written; past, present or future, of, as to, or concerning (i) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, for any and all activities and uses which Purchaser may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) the nature and extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iv) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body. EXCEPT AS STATED HEREIN, IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN, SELLER HAS NOT MADE AND DOES NOT MAKE, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES,

ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, SELLER DOES NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF TEXAS AND ANY REGULATIONS ADOPTED PURSUANT THERETO OR THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY. PURCHASER AGREES TO ACCEPT THE PROPERTY AT CLOSING WITH THE PROPERTY BEING IN ITS PRESENT AS IS CONDITION WITH ALL FAULTS.

4.03 Property Condition. PURCHASER ACKNOWLEDGES AND AGREES THAT EITHER PURCHASER IS, OR HAS ENGAGED AND IS RELYING ON PERSONS WHO ARE, EXPERIENCED IN THE OWNERSHIP, DEVELOPMENT AND/OR OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT PURCHASER PRIOR TO THE CLOSING WILL HAVE INSPECTED THE PROPERTY OR CAUSED THE PROPERTY TO BE INSPECTED TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. PURCHASER ACKNOWLEDGES THAT IT IS FULLY RELYING ON PURCHASER'S (OR PURCHASER'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND EXCEPT FOR THE SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, NOT UPON ANY STATEMENT (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS REPRESENTATIVES. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS (OR PURCHASER'S REPRESENTATIVES HAD), OR PRIOR TO THE CLOSING WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY); AND PURCHASER ACKNOWLEDGES THAT PURCHASER IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. PURCHASER HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES AND COSTS (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY ATTRIBUTABLE TO THE PERIOD FROM AND AFTER THE DATE OF CLOSING. PURCHASER EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT PURCHASER MIGHT OTHERWISE HAVE AGAINST SELLER RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED BY THIS CONTRACT. ANY REPAIRS PAID FOR BY SELLER PURSUANT TO THIS CONTRACT, IF ANY, SHALL BE DONE WITHOUT ANY WARRANTY OR REPRESENTATION BY SELLER, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION OF ANY

KIND WHATSOEVER IN CONNECTION WITH SUCH REPAIRS. THE PROVISIONS OF SECTION 4.02 AND 4.03 OF THIS CONTRACT SHALL BE INCLUDED IN THE SPECIAL WARRANTY DEED TO BE DELIVERED BY SELLER TO PURCHASER AT CLOSING.

4.04 DTPA Waiver.

(1) PURCHASER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF PURCHASER'S OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER.

(2) PURCHASER ACKNOWLEDGES AND AGREES THAT THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SUBCHAPTER E OF CHAPTER 17 OF THE TEXAS BUSINESS AND COMMERCE CODE, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (THE "DTPA"), IS NOT APPLICABLE TO THIS TRANSACTION, AND THAT, WITH RESPECT TO ALL ACTS OF SELLER, PAST, PRESENT OR FUTURE IN CONNECTION WITH THIS CONTRACT, THE RIGHTS AND REMEDIES OF PURCHASER WILL BE GOVERNED BY LEGAL PRINCIPLES OTHER THAN THE DTPA.

(3) IN FURTHERANCE OF THE FOREGOING, PURCHASER REPRESENTS THAT IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTION THAT IS THE SUBJECT OF THIS CONTRACT. SELLER REPRESENTS THAT IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO SELLER.

(4) THE FOREGOING WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY PURCHASER, AND PURCHASER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL IN CONNECTION WITH THE NEGOTIATIONS AND EXECUTION OF THIS CONTRACT AND THIS WAIVER AND HAS HAD THE OPPORTUNITY TO DISCUSS THE FOREGOING WAIVER AND ITS MEANING WITH SUCH COUNSEL. PURCHASER UNDERSTANDS THE LEGAL CONSEQUENCES OF SIGNING THIS WAIVER. THE PROVISIONS OF THIS WAIVER SHALL SURVIVE CLOSING AND TERMINATION OF THIS CONTRACT.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas American Title Company on or before September 1, 2014, or at such earlier date time, date, and place as Seller and Purchaser may agree upon (which date is herein referred to as the “**Closing Date**”).

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed (the “**Deed**”) conveying good and indefeasible title in fee simple to all of the Property described in **Exhibit “A”** or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions indicated in a title commitment or survey (if Purchaser is not satisfied with any such exceptions Purchaser may terminate this contract in writing within ten days of receipt of a title commitment); and
- (c) Any exceptions approved by Purchaser in writing, including without limitation the 12.5’ foot Temporary Construction Easement to be granted by Seller to the City of Liberty Hill pursuant to a Utility Easement that Seller anticipates recording prior to Closing, and in the location generally as shown on the sketch to accompany the field notes attached hereto as **Exhibit “D”**. Seller agrees to provide in the Utility Easement document that the Temporary Construction Easement described herein shall expire and be of no further effect upon the Property on or before July 11, 2016.

The Deed shall be in the form as shown in **Exhibit “B”** attached hereto, which contains the following restriction (the “**Restriction**”):

“The Property shall not be used for any purpose other than for the construction and operation of surface public road improvements and any related appurtenance or public utilities (the “**Restriction**”); provided, however, that this Restriction shall not restrict or affect the rights and easements being granted to Grantor pursuant to that certain Access and Utility Easement Agreement by and between Grantor and Grantee dated as of even date herewith. The Restriction shall be for the benefit of and enforceable by Grantor and its respective successors, assigns and affiliates, and shall run with the land and be binding upon Grantee and Grantee’s successors, assigns and tenants for a period of ninety-nine (99) years from the date of

this Deed; provided, however, that the Restriction shall not apply to Grantor or an affiliated entity of Grantor in the event Grantor or an affiliated entity of Grantor shall ever become the owner or tenant of the Property or use the Property for access.”

(2) Deliver to Purchaser a Texas Owner’s Title Policy (such Title Policy to be issued at Purchaser's sole expense) issued by Title Company, in Purchaser’s favor in the full amount of the purchase price, insuring Purchaser’s fee simple title or other property interest in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner’s Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted; provided, that Purchaser obtains a survey that is approved by Title Company and Seller;
- (b) The exception as to restrictive covenants shall be endorsed “None of Record”, if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed “Not Yet Due and Payable”.

(3) Deliver to Purchaser possession of the Property, subject to the exceptions authorized herein.

Purchaser’s Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation, if any.
- (b) Deliver to Seller a counterpart of the Easement Agreement duly executed and acknowledged by Purchaser.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

Closing Costs

5.05. Other than as specified in Section 2.01 above, all other costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed recording, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, then Purchaser may, following notice given by Purchaser to Seller and Seller's opportunity to cure such failure within thirty (30) days, as its sole options: (1) enforce specific performance of this Contract; or (2) terminate this contract and request that the Escrow Deposit if any shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns where permitted by this Contract; provided, however, that the Purchaser may not assign this Contract without Seller's prior written consent, to be given or withheld in Seller's sole discretion.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.


Seller's Potential Exchange

8.13. If Seller requests, Purchaser shall cooperate with Seller in effecting Seller's exchange under §1031 of the Code pursuant to which Seller will sell the Property; provided, however, (i) the exchange shall be at no expense to Purchaser; (ii) the exchange shall not delay the Closing Date for transfer of the Property; and (iii) Purchaser shall not be required to acquire title to any proposed exchange properties or to incur any liability to accommodate Seller's exchange. Seller shall indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, costs and expenses which Purchaser may sustain or incur resulting from the consummation of the transfer of the Property as a §1031 exchange rather than a sale.

[signature page follows]

SELLER:

HEB GROCERY COMPANY, LP,
a Texas limited partnership

By: 
Todd A. Piland
Executive Vice President

Address: 646 South Main Avenue
San Antonio, Texas 78204

Date: _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

Legal Description for HEB Grocery Company, L.P.

BEING 5.290 acres of land, situated in the John B. Robinson Survey, Abstract No. 521, in Williamson County, Texas, said land being a portion of that certain tract of land, called 39.28 acres, as conveyed to HEB Grocery Company, L.P., by deed recorded as Document No. 2006061679 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of April, 2014, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the Southwest line of State Highway No. 29, marking the most northerly corner of the above-referenced 39.28 acre HEB Grocery Company, L.P., tract, being the most easterly corner of Starr Corner Subdivision, a subdivision of record in Cabinet EE, Slide 244, of the Plat Records of Williamson County, Texas, for the most northerly corner hereof;

THENCE, along the said Southwest line of State Highway No. 29, S 72°14'30" E, 1,013.72 feet to an iron pin found marking the most easterly corner of the said 39.28 acre HEB Grocery Company, L.P., tract, being the most northerly corner of that certain Tract 12, called 82.28 acres, as conveyed to 183 BLW, L.P., by deed recorded as Document No. 2010029252 of the Official Public Records of Williamson County, Texas, being the most northerly corner of that certain tract of land, called 3.174 acres, as conveyed to Williamson County, Texas, by deed recorded as Document No. 2013002949 of the Official Public Records of Williamson County, Texas, for the most easterly corner hereof;

THENCE, along the Southeast line of the said 39.28 acre HEB Grocery Company, L.P., tract, being the Northwest line of the said 82.28 acre 183 BLW, L.P., Tract 12, S 18°02' W, 202.26 feet to an iron pin found marking the most westerly corner of the said 3.174 acre Williamson County, Texas, tract, for the most southerly corner hereof;

THENCE, N 72°14'30" W, 1,264.72 feet to a point on the Northwest line of the said 39.28 acre HEB Grocery Company, L.P., tract, being the Southeast line of the said Starr Corner Subdivision, for the most westerly corner hereof;

THENCE, N 69°00'15" E, 323.11 feet to the Place of BEGINNING and containing 5.290 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

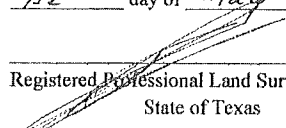
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

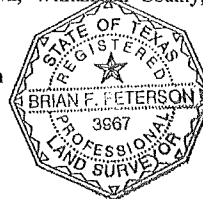
I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 1st day of May, 2014, A.D.



Registered Professional Land Surveyor, No. 3967
State of Texas

Brian F. Peterson



STEGER & BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626
(512) 930-9412

Project No. 21558-5.290 Revised 5/1/14

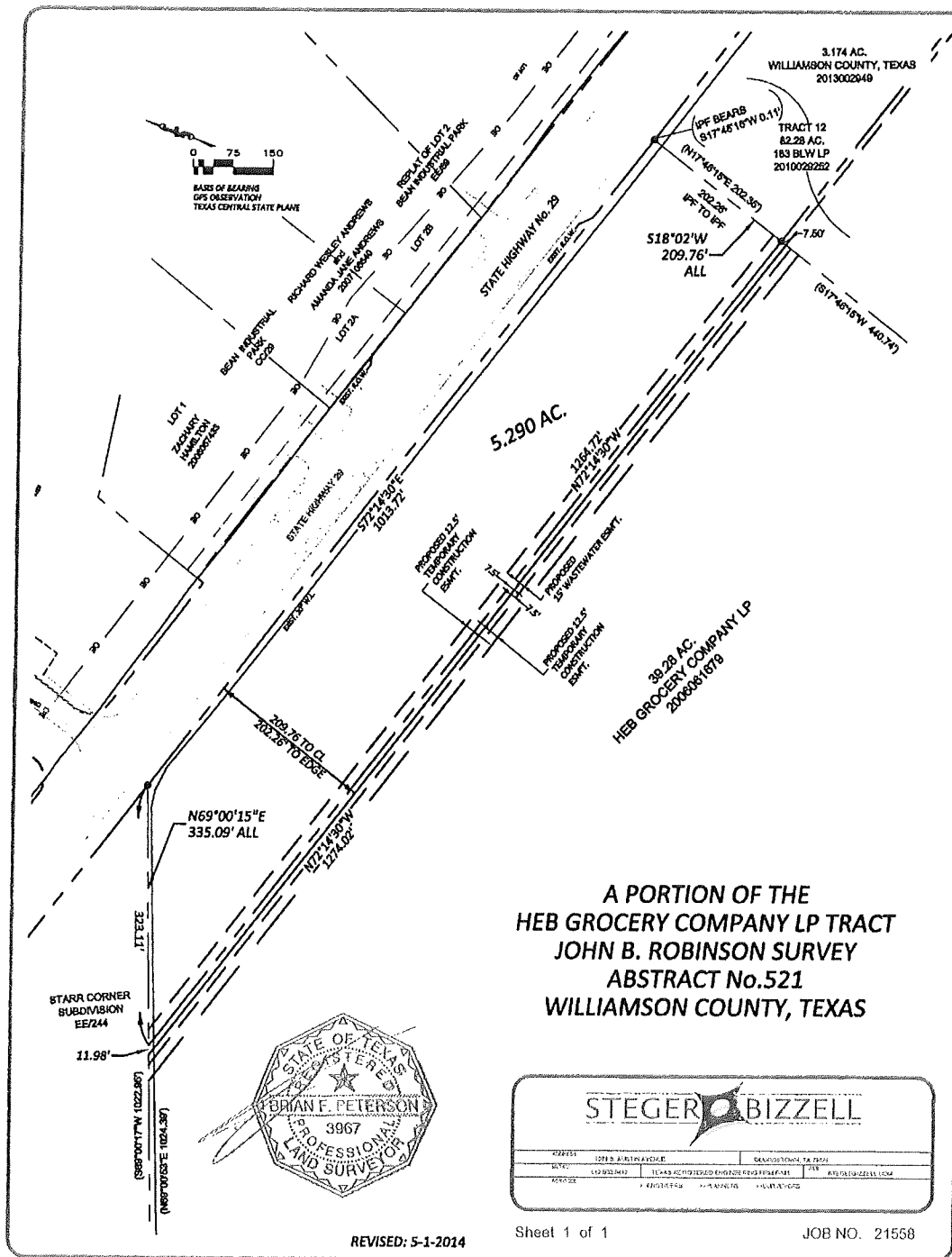


EXHIBIT B
SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT 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 MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT THE UNDERSIGNED, **HEB GROCERY COMPANY, LP**, a Texas limited partnership ("**Grantor**"), for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY**, a Texas political subdivision ("**Grantee**"), the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, whose address is 710 Main Street, Georgetown, Texas 78626, all of that certain approximately 5.290 tract of land in Williamson County, Texas more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "**Land**"), together with all and singular Grantor's rights and appurtenances pertaining to the Land, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "**Property**").

The Property shall not be used for any purpose other than for the construction and operation of surface public road improvements and any related appurtenance or public utilities (the "**Restriction**"); provided, however, that this Restriction shall not restrict or affect the rights and easements being granted to Grantor pursuant to that certain Access and Utility Easement Agreement by and between Grantor and Grantee dated as of even date herewith. The Restriction shall be for the benefit of and enforceable by Grantor and its respective successors, assigns and affiliates, and shall run with the land and be binding upon Grantee and Grantee's successors, assigns and tenants for a period of ninety-nine (99) years from the date of this Deed; provided, however, that the Restriction shall not apply to Grantor or an affiliated entity of Grantor in the event Grantor or an affiliated entity of Grantor shall ever become the owner or tenant of the Property.

This conveyance is made and accepted subject to the Restriction and those certain matters set forth on **Exhibit "B"** attached hereto and made a part hereof for all purposes (collectively, the "**Permitted Exceptions**").

Except for the special warranty of title contained herein, and except as expressly stated in the Real Estate Contract ("**Contract**"), dated effective _____, 2014, between Grantor and Grantee, but subject to the limitations contained in section 5.01 of the Contract (the "**Express Warranties**", GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN; PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, SOIL, GEOLOGY AND THE SUITABILITY THEREOF, AND OF THE PROPERTY, FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR ANY OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME; (II) THE MANNER OF CONSTRUCTION AND CONDITION AND STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED THEREON; (III) THE NATURE AND EXTENT OF ANY EASEMENT, RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (IV) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. EXCEPT FOR THE EXPRESS WARRANTIES, GRANTOR HAS NOT MADE AND DOES NOT MAKE, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, GRANTOR DOES NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF TEXAS AND ANY REGULATIONS ADOPTED PURSUANT THERETO OR THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY. GRANTEE HEREBY AGREES TO ACCEPT THE PROPERTY WITH THE PROPERTY BEING IN ITS PRESENT AS IS CONDITION WITH ALL FAULTS.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP, DEVELOPMENT AND/OR OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT GRANTEE HAS INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO

MAKE SUCH INSPECTION. GRANTEE ACKNOWLEDGES THAT IT IS FULLY RELYING ON GRANTEE'S (OR GRANTEE'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND EXCEPT FOR THE EXPRESS WARRANTIES, NOT UPON ANY STATEMENT (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF ITS REPRESENTATIVES. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS (OR GRANTEE'S REPRESENTATIVES HAVE) THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY); AND GRANTEE ACKNOWLEDGES THAT GRANTEE IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES AND COSTS (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY ATTRIBUTABLE TO THE PERIOD FROM AND AFTER THE DATE HEREOF. GRANTEE EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED UNDER THE EXPRESS WARRANTIES. ANY REPAIRS PAID FOR BY GRANTOR PURSUANT TO THE CONTRACT, IF ANY, SHALL BE DONE WITHOUT ANY WARRANTY OR REPRESENTATION BY GRANTOR, AND GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER IN CONNECTION WITH SUCH REPAIRS.

Grantor reserves all of the oil, gas and other minerals, in and under the Property herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and shall be permissible so long as all surface operations in connection therewith are located at a point outside the Property and upon the condition that none of such operations shall be conducted so near the surface of the Property as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building

material upon, in and under the Property for the construction and maintenance of SH 29, but shall not be used or exported from the Property for any other purpose.

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

Ad valorem taxes and special assessments, if any, against the Property for the year 2014 have been prorated between Grantor and Grantee as of the date of this Special Warranty Deed.

[SIGNATURE AND NOTARY PAGE TO FOLLOW]

EXECUTED to be effective the ____ day of _____, 2014.

GRANTOR:

HEB GROCERY COMPANY, LP,
a Texas limited partnership

By: _____
Name: Todd A. Piland
Title: Executive Vice President

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Todd A. Piland, Executive Vice President of HEB Grocery Company, LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public/State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION

[INSERT]

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed hereon or not.
2. Document No. 2006061680, Official Public Records of Williamson County, Texas.
3. Terms, conditions and provisions of that certain Road Construction and Easement Agreement dated July 20, 2006, recorded in Document No. 2006061681, Official Public Records of Williamson County, Texas.
4. Terms, conditions and provisions of that certain Lease Agreement, as evidenced by Memorandum dated July 20, 2006, recorded in Document No. 2006061682, Official Public Records of Williamson County, Texas.
5. Terms, conditions and provisions of that certain Development Agreement filed January 18, 2008, recorded in Document No. 2008005016, as amended by instrument recorded in Document No. 2008005015, Official Public Records of Williamson County, Texas.
6. A water line easement and temporary construction easement granted to Chisholm Trail Special Utility District, in instrument filed in Document No. 2006006395, of the Official Public Records of Williamson County, Texas.
7. An undivided 1/4th interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same, all of which are expressly excepted herefrom and not insured hereunder, as set forth in instrument recorded in Volume 405, Page 570, and re-filed in Volume 406, Page 147, of the Deed Records of Williamson County, Texas. Title to said mineral interest has not been traced further.
8. An undivided 1/4th interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same, as set forth in instrument recorded in Volume 429, Page 101, of the Deed Records of Williamson County, Texas.
9. An undivided 1/4th interest of all oil, gas and other minerals, royalties, bonuses, rentals and all other rights in connection with same, as set forth in instrument recorded in Volume 2036, Page 215, of the Official Records of Williamson County, Texas.

EXHIBIT C
ACCESS AND UTILITY EASEMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Access and Utility Easement Agreement (this "Easement Agreement") is entered into effective as of the ____ day of _____, 2014, by Williamson County, Texas, a Texas political subdivision (the "Grantor") and HEB Grocery Company, a Texas limited partnership (the "Grantee").

WHEREAS, by Special Warranty Deed of even date herewith, Grantor has acquired from Grantee and is the Owner of that certain approximately 5.290 acre parcel of real property, located along SH 29, east of the intersection of U.S. Highway 183 and SH 29, in the City of Leander, Williamson County, Texas, as more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the "Property");

WHEREAS, Grantee is the Owner of that certain 33.99 acre parcel of real property, located adjacent to the Property, as more particularly described on **Exhibit B** attached hereto and made a part hereof for all purposes (the "Adjacent Property");

WHEREAS, Grantee has requested and Grantor has agreed to grant certain easements for access and utilities on the Property, as more particularly set forth in this Easement Agreement, for the use and benefit of the Owners, Occupants and Permittees of Adjacent Property (for purposes hereof, (i) the term "Owner" shall mean the fee simple owner of all or any portion of the Property and Adjacent Property, its successors and assigns, (ii) the term "Occupant" shall mean any individual, partnership, firm, association, corporation, trust, governmental agency, administrative tribunal or any other form of business or legal entity, from time to time, entitled to the use and occupancy of any portion of the Property and Adjacent Property under any lease, sublease, license, concession or other similar agreement; and (iii) the term "Permittee" shall mean all Owners, Occupants and the partners, officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees and licensees of Owners and Occupants); and

NOW, THEREFORE, Grantor, as the current Owner of the Property, and Grantee, as the Owner of the Adjacent Property, hereby agree as follows:

1. Access Easement.

a. Grantor does hereby grant, establish and create for the benefit of the Owners, Occupants and Permittees of the Adjacent Property the following easements

(sometimes collectively referred to herein as the “Access Easements”): (i) a perpetual, non-exclusive access easement appurtenant to the Adjacent Property, for ingress and egress by vehicular and pedestrian traffic (including service trucks), as applicable, upon, over and across any number of access drives on the Property (the “Access Drives”), as the same may exist from time-to-time and/or be modified from time-to-time in accordance with Section 1(b) of this Easement Agreement, (collectively the “Access Easement Areas”), for the purpose of ingress and egress by vehicular and pedestrian traffic (including service trucks) upon, over and across the Access Easement Areas to and from the Adjacent Property to and from the right-of-way of State Highway 29 (“Highway 29”); (ii) a construction easement over reasonable portions of the Property as necessary for the Owner of the Adjacent Property to construct or modify, at its sole cost and expense, the Access Drives on the Property, at locations to be determined by the Owner of the Adjacent Property, in its sole discretion, at such time as the Owner of the Adjacent Property elects to construct or modify the Access Drives from time to time (if it elects to develop the same; provided, however, that it shall have no obligation to develop the same); and (iii) a maintenance easement over reasonable portions of the Property as necessary for the Owner of the Adjacent Property to maintain and repair, at its sole cost and expense, the Access Drives on the Property, in accordance with Section 5 below.

The easements set forth above shall be used in common with each Owner and Occupant of the Property and their respective Permittees. No barrier, fence, curb, wall, ditch, barricade or other structure or obstacle which would unreasonably interfere with, impede, slow or in any way prevent vehicular and pedestrian traffic from passing thereon, will be created or allowed to exist on the Access Easement Areas.

b. In the event that relocation or modification of all or any portion of the Access Drives on the Property is deemed necessary by the Owner of Adjacent Property in order to facilitate its initial development of, any future redevelopment of, or future modification to all or any portion of Adjacent Property, then the Owner of Adjacent Property shall have the right to elect to relocate all or any portion of the Access Drives on the Property to alternative locations on the Property, at its sole cost and expense, by (i) providing written notice of the same to the Owner of the Property, and (ii) recording in the Real Property Records of Williamson County, Texas, a memorandum of notice specifying the location of the relocated access drives. No consent shall be required from the Owner of the Property with respect to the relocation of the access drives on the Property.

c. Without limiting the scope of the foregoing Access Easements, the Grantor and Grantee hereby acknowledge that the location of any points of access between the Access Drives and Highway 29 may be subject to any necessary approval by the Texas Department of Transportation or other applicable access permitting jurisdiction or authority for the location of such points of access, curbcuts and/or driveways.

2. Utility Easement. Grantor does hereby grant, establish and create for the benefit of the Owners, Occupants and Permittees of the Adjacent Property the following

easements (sometimes collectively referred to herein as the “Utility Easements”): (i) a perpetual, non-exclusive easement in, to, over, under and across all portions of the Property for the purposes of installing, operating, maintaining, repairing, replacing, removing and relocating utilities and related appurtenances and facilities, including without limitation storm sewer lines, sanitary sewer pipes, septic systems, water and gas mains, electric power lines, telephone lines, and other utility lines (collectively, the “Utility Lines”) to serve the Adjacent Property; (ii) a construction easement over reasonable portions of the Property as necessary for the Owner of the Adjacent Property to construct or modify, at its sole cost and expense, the Utility Lines on the Property, at locations to be determined by the Owner of the Adjacent Property, in its sole discretion, at such time as the Owner of the Adjacent Property elects to construct or modify the Utility Lines from time to time (if it elects to develop the same; provided, however, that it shall have no obligation to develop the same); and (iii) a maintenance easement over reasonable portions of the Property as necessary for the Owner of the Adjacent Property to maintain and repair, at its sole cost and expense, the Utility Lines on the Property, in accordance with Section 5 below.

3. Modification of Easements to Accommodate Road Expansion. If any Owner of the Property dedicates, transfers or otherwise constructs roadway facilities upon the Property or a portion thereof (such portion being referred to herein as the “Dedicated ROW”) for use as a public right-of-way for the expansion of Highway 29, then the Access Easements and Utility Easements shall be modified as set forth in this paragraph 3:

a. The Access Easements and Access Easement Areas shall be modified to reflect the expansion of Highway 29 and Grantee shall have no rights to construct or maintain Access Drives across the Dedicated ROW except as necessary for purposes of connecting to the main travel lanes of Highway 29;

b. If the Owner of the Adjacent Property has installed Utility Lines on the Property and the expansion of Highway 29 (including the installation of any new public utilities thereupon) requires that any such Utility Lines be relocated, then the Owner of the Property may relocate such Utility Lines (a “Utility Line Relocation”) provided, however, that (i) the Owner of the Adjacent Property shall be guaranteed the same level of utility service following such Utility Line Relocation, (ii) the Utility Line Relocation shall be planned and executed in the manner that minimizes, to the greatest extent feasible, any disruption, if at all, in utility service to the Adjacent Property; and (iii) the Owner of the Property shall be solely responsible for the cost and expense of such Utility Line Relocation and shall reimburse or otherwise compensate the Owner of the Adjacent Property for any cost, expense or damages caused by such Utility Line Relocation pursuant to the rules and procedures or requirements of the Texas Constitution, the Texas Property Code, or any other applicable Texas statute or provisions of the TxDOT ROW Utility Manual. Upon the completion of such Utility Line Relocation, the Utility Easements shall be confined to the portion of the Property remaining (if any) after the exclusion of the Dedicated ROW.

c. If the Owner of the Adjacent Property has not installed Utility Lines on or adjacent to the Property at such time as the expansion of Highway 29 is taking place, then the Utility Easements shall be confined to the portion of the Property remaining (if any) after the exclusion of the Dedicated ROW.

4. Permitted Exceptions. The access and utility easements and construction easements as described herein are reserved, established and created subject to any and all other restrictions, easements, utility lines, or other matters or easements affecting the Property of record in Williamson County, Texas, as of the date hereof.

5. Retention of Fee Ownership. The Owner of the Property retains, reserves and shall continue to enjoy fee ownership, and the dominant right to use the surface and the subsurface of the Property, for any and all purposes which do not unreasonably interfere with the easements expressly granted by this instrument.

6. Maintenance and Repair. The Owner of the Property shall, at its sole cost and expense, maintain and repair the Property; provided, however, that (i) following the construction of the Access Drives, the Owner of the Adjacent Property shall, at its sole cost and expense, maintain the Access Drives so as to keep improved portions of Access Easement Areas, as may exist from time-to-time, at all times in a first-class condition and repair consistent with the remainder of Adjacent Property; and (ii) following the construction of the Utility Lines, the Owner of the Adjacent Property shall, at its sole cost and expense, maintain the Utility Lines, unless and until such maintenance is assigned by the Owner of the Adjacent Property to the applicable utility provider, whereupon the same shall be maintained by such utility provider.

7. Default and Remedies. If any party defaults in the performance of its obligations hereunder and the default is not cured within thirty (30) days following delivery of written notice to such defaulting party then the non-defaulting party shall have the right to (i) to perform such obligation on behalf of the defaulting party, in which event such defaulting party shall reimburse such non-defaulting party for all amounts expended by the non-defaulting party on behalf of the defaulting party; and/or (ii) exercise any other rights or remedies available to the non-defaulting party either at law or in equity. In the event of any violation or threatened violation by any person of any of the easements set forth herein, any Owner shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies available at law or in equity. All remedies are cumulative and shall be deemed additional to any and all other remedies to which any Owner may be entitled in law or in equity. Each Owner shall also have the right to restrain by injunction any violation or threatened violation by any other Owner of any of the terms, covenants, or conditions of this Easement Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

8. Binding Effect. The provisions of this Easement Agreement shall be binding upon and inure to the benefit of the Owners of the Property and Adjacent Property and their respective Occupants and Permittees. This Easement Agreement shall be appurtenant to the Property and Adjacent Property and shall run with the land. This Easement Agreement shall be construed in accordance with the laws of the State of Texas and all obligations hereunder are performable in Williamson County, Texas.

9. Amendment. This Easement Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of (i) the Owner of the Property, its successor or assigns, (ii) the Owner of the Adjacent Property, its successors or assigns.

10. No Dedication/Negation of Partnership. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Easement Agreement shall be strictly limited to and for the purposes herein expressed. This Easement Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof, nor are any rights granted to a party hereunder assignable to any third party. None of terms, conditions or provisions of this Easement Agreement shall be deemed to create a partnership between or among the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Owner shall be considered a separate owner, and no Owner shall have the right to act as an agent for another Owner, unless expressly authorized to do so herein or by separate written instrument signed by the Owner to be charged.

11. Miscellaneous. Time is of the essence of this Easement Agreement. If any term, covenant or condition of this Easement Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Easement Agreement shall be valid and shall be enforced to the extent permitted by law. This Easement Agreement shall be governed by the laws of the State of Texas and venue for any action hereunder shall be in Williamson County, Texas. The captions and headings in this Easement Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein. In construing the provisions of this Easement Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. Each Owner shall have the right to take such steps as it deems necessary to prevent those persons not authorized by this Easement Agreement to use the Access Easement Area situated on such Owner's property from using

the Access Easement Area; provided that such steps shall not materially interfere with the easement rights granted to each Owner herein.

[SIGNATURES ON NEXT PAGE]

EXECUTED effective the date first written above.

Williamson County, Texas

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ as _____ of Williamson County, Texas, a Texas political subdivision, on behalf of said political subdivision.

Notary Public in and for
The State of Texas

HEB Grocery Company, LP,
a Texas limited partnership

By: _____

Name: Todd A. Piland

Title: Executive Vice President

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Todd A. Piland as Executive Vice President of HEB Grocery Company, LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for
The State of Texas

Exhibit A

Property

Exhibit B
Adjacent Property

CONSENT OF LIENHOLDER

[if needed]

_____ (the "Lienholder"), the owner and holder of a lien or liens upon the Property, consents and subordinates its lien(s) to this Easement Agreement.

LIENHOLDER:

By: _____

Name: _____

Title: _____

THE STATE OF

§

§

COUNTY OF TEXAS

§

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, the _____ of _____, on behalf of said _____.

Notary Public in and
for the State of Texas

[illegible]