

MEDIAN CUT AND DAMAGES WAIVER AGREEMENT

This Median Cut and Damages Waiver Agreement (this "**Agreement**") is entered into between Williamson County, Texas (the "**County**"), a political subdivision of the State of Texas, and NNP-Teravista, LP, a Texas limited partnership, its successors and assigns ("**Teravista**").

RECITALS:

WHEREAS, the County is making improvements to Westinghouse Road (County Road 111) in accordance with plans and specifications prepared by Huggins/Seiler & Associates, LP dated _____, consisting of _____ sheets under Project No. 2280104, as the same have been amended prior to the Effective Date of this Agreement (the "**Improvements**"); and

WHEREAS, the construction of the Improvements results in stormwater runoff and drainage from Westinghouse Road (the "**Stormwater Discharge**") onto the real property owned by Teravista as shown on Exhibit "A" attached hereto and made a part hereof (the "**Teravista Property**"); and

WHEREAS, in settlement of the claims Teravista may have with respect to the damages to the Teravista Property as the result of the Stormwater Discharge, the County has agreed to construct an additional median cut in accordance with Sheets 80 and 81 entitled CR 111 Plan & Profile STA 97+00 to 102+50 attached hereto as Exhibit "B-1" and Exhibit "B-2," respectively, and made a part hereof (the "**Median Cut**") to allow additional access to the Teravista Property, in exchange for Teravista waiving all damages attributable to, or possibly arising from, the Stormwater Discharge from the Improvements as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual benefits and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Teravista agree as follows:

1. County's Obligation

The County agrees to include the Median Cut as part of the Improvements and cause the Median Cut to be constructed in substantial conformance with Exhibit "C-1" and Exhibit "C-2" attached hereto.

2. Teravista's Obligation

Upon, but subject to, the completion of the construction of the Median Cut by the County as provided above, Teravista waives, and does release, acquit and forever discharge the County and any of its employees from, any claims, potential claims, suits, demands, causes of action, charges or grievances of any kind or character whatsoever, against the County and any of its employees, for any and all damages to the Teravista Property in any way related to, or arising from, all Stormwater Drainage onto the Teravista Property caused by, or associated with, whether directly or indirectly, the Improvements before, on or after the execution of this Agreement. The foregoing, however, shall not waive or release any claims, potential claims,

suits, demands, causes of action, charges or grievances of any kind or character whatsoever that Teravista may have, or claim to have, against any third party, including without limitation, the contractors or subcontractors or the employees of contractors or subcontractors of the County with respect to the design or construction of the Improvements, or against the County or its employees or contractors caused by the failure to maintain the Improvements.

3. Interpretation

Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft or any subsequent drafts of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

4. Applicable Law

This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas, and venue shall lie in Williamson County, Texas.

5. Severability

In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

EXECUTED by the parties on the dates set forth below their signatures below to be effective as of the date the last party so signs.

WILLIAMSON COUNTY, TEXAS,
a Texas Political Subdivision

NNP-TERAVISTA, LP,
a Texas Limited partnership

By: 
Dan A. Gattis, County Judge

By: NNP-TV Communities, LLC,
a Delaware limited liability company,
General Partner

Dated: Dec 24, 2008

By: _____
Name: _____
Title: _____

Dated: _____, 2008

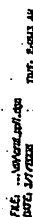


EXHIBIT "B"

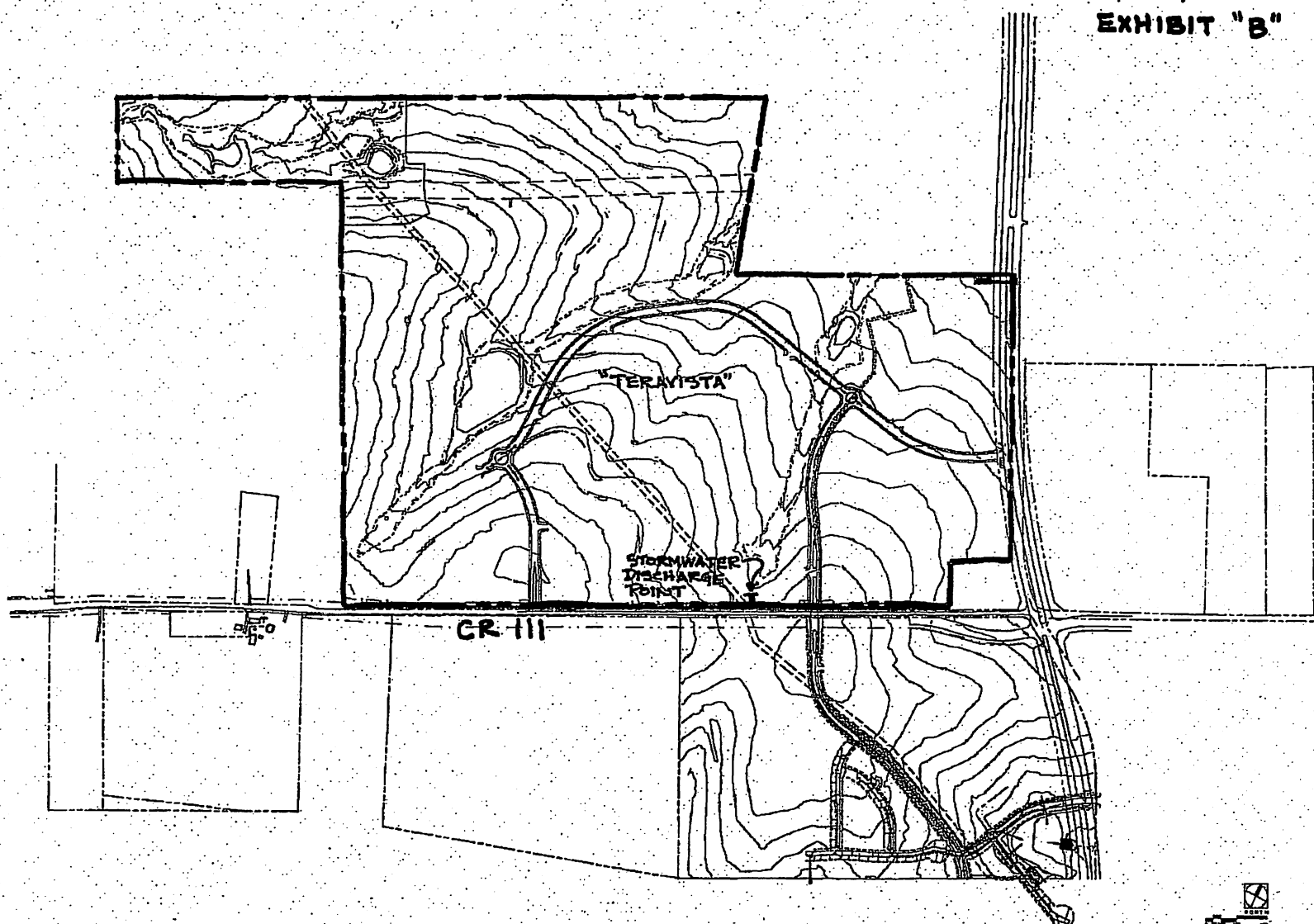


EXHIBIT "C-1"

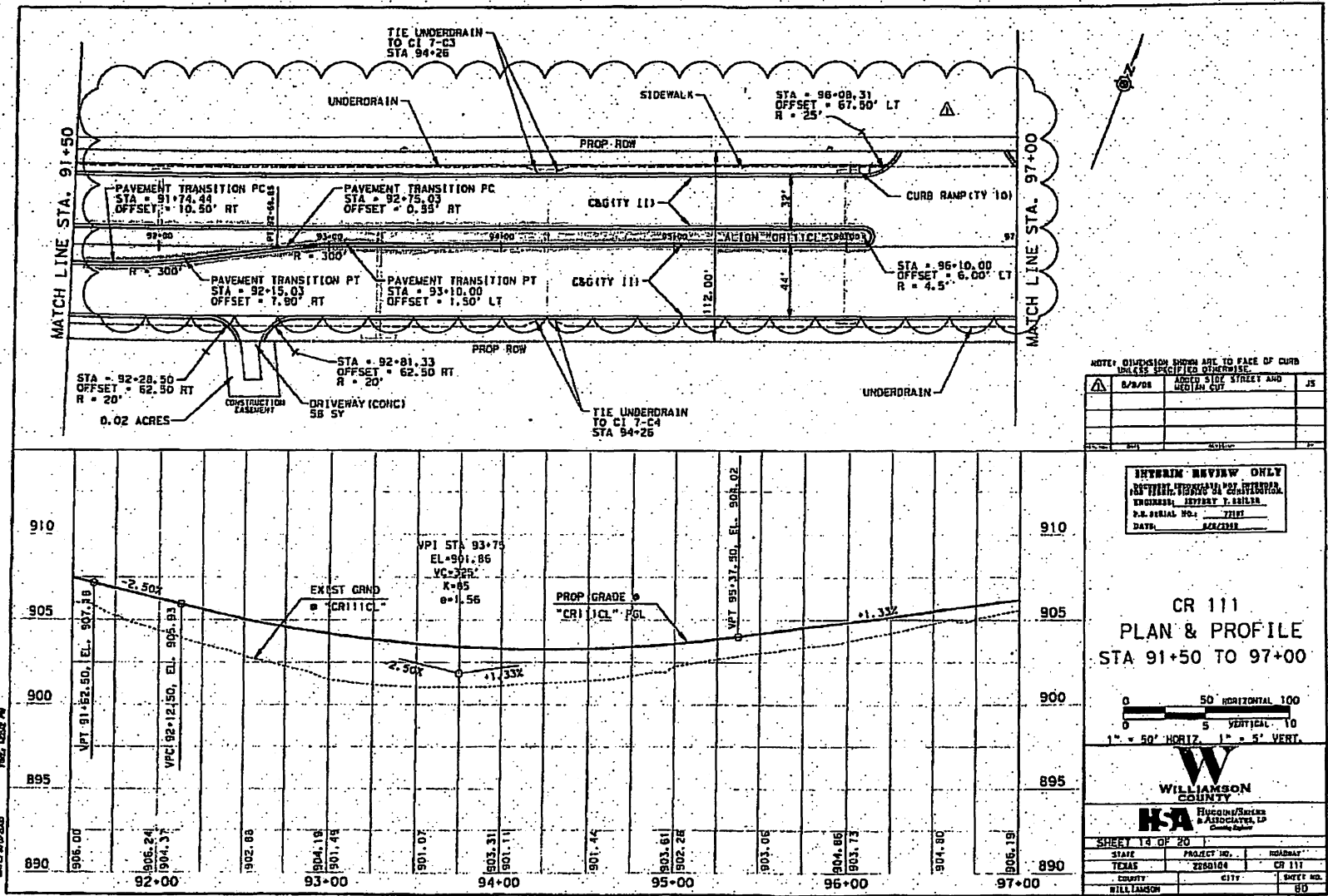


EXHIBIT "C-2"

