

POST CLOSING AGREEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS Post Closing Agreement ("Agreement") is made and entered into by and between MANOR BUSINESS CENTER, LTD. ("Seller") and WILLIAMSON COUNTY, TEXAS ("Purchaser").

WITNESSETH:

WHEREAS, simultaneously with the execution and delivery of this Agreement, Seller is executing and delivering to Purchaser a Special Warranty Deed granting and conveying to Purchaser the property described in EXHIBIT A attached hereto (the "Property"); and

WHEREAS, Seller has and retains other property adjacent to or in close proximity to the Property (the "Retained Property"); and

WHEREAS, as a part of such sale, the parties have agreed to certain terms and provisions as set forth in a Real Estate Contract between those parties (the "Contract").

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) cash in hand paid by Purchaser to Seller, together with other good and valuable considerations paid by Purchaser to Seller, and Seller to Purchaser, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree to the following terms and conditions:

1. Agreements. Purchaser and Seller have agreed, as a part of the conveyance of the Property, as follows:

- a. All existing culverts, if any, to be replaced at Seller's new property lines and road crossings by Purchaser at Purchaser's cost as part of the US 183 roadway widening project.
- b. The parties acknowledge that all cost which may be necessary to construct a retaining wall within, or to otherwise reconfigure, the detention pond existing on the Seller's remaining property is paid by Purchaser as a part of the Additional Compensation in Section 2.01.1 above, and Seller shall not seek any additional damages to the detention pond or remaining property as a result of the acquisition of the Property and construction of the proposed US 183 roadway improvements upon the Property purchased herein.

2. Continuation. Conveyance of the Property is not intended as, and shall not be construed as a merger between the conveyance and the Contract. All terms of the Contract not satisfied as of the date of the conveyance shall remain in full force and effect.

3. Binding Effect. The provisions of this Agreement shall be binding on the Property and shall inure to the benefit of the heirs, personal representatives, successors and assigns of each party hereto and to future owners of the Retained Property.

4. Miscellaneous. Whatever the context of this Agreement requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof and any gender shall include all other genders. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Time is of the essence with respect to each and every matter pertaining to performance under this Agreement. Any terms used herein and not otherwise defined shall have the meanings attributed thereto as set forth in the Real Estate Contract between the parties hereto,

EXECUTED to be effective the _____ day of _____, 2010.

SELLER:

MANOR BUSINESS CENTER, LTD.

By: _____

Its: _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:  _____

Dan A. Gattis
County Judge

STATE OF TEXAS §
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COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me by _____, on the _____
day of _____, 2010, in the capacity and for the purposes and consideration
recited herein.

Notary Public – State of Texas

STATE OF TEXAS §
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COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me by Dan A. Gattis, County Judge of
Williamson County, Texas, on the ___ day of _____, 2010, in the capacity and for
the purposes and consideration recited herein.

Notary Public – State of Texas

After recording, please return to: