

REAL ESTATE CONTRACT  
LAKELINE DEDICATION

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by KENNEDY PROPERTIES OF TEXAS, L.P., a Texas limited partnership (referred to in this Contract as "Owner") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "County"), upon the terms and conditions set forth in this Contract.

ARTICLE I  
PROPERTY

By this Contract, Owner agrees to convey by dedication, and County agrees to accept, the tract(s) of land described as follows:

All of that certain 1.8 acre tract of land, more or less, out of and a part of the 134.367 acre tract of land as described in Document Number 2002016690, Official Records, Williamson County, Texas, and as further depicted on Exhibit "A" attached hereto and incorporated herein.

together with all and singular the rights and appurtenances pertaining to the property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II  
DEDICATION

Consideration

2.01. Owner agrees to dedicate to the County in fee simple the proposed right-of-way as shown on Exhibit "A". The final location of the Property shall be as defined by a metes and bounds survey. As consideration for this dedication, the County agrees to construct the extension of Lakeline Boulevard pursuant to the terms and conditions stated herein.

ARTICLE III  
COUNTY'S OBLIGATIONS

Conditions to County's Obligations

3.01. The obligations of County 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 County at or prior to the closing.)

(1) After receipt of all necessary right-of-way, County shall endeavor to construct Lakeline Blvd. from FM 2243 generally south to the southern boundary of the Springs/Summerlin tract, as shown on the sketch attached hereto as Exhibit "B", attached hereto (the "Lakeline Project").

3.02. If County has not awarded a bid to construct the Lakeline Project within three (3) years of the conveyance of the Property, then the Property shall revert to Owner.

3.03 If the County is unable for any reason to award a bid for the Lakeline Project within three (3) years of the conveyance of the Property, the County's sole liability shall be to ensure that title to the Property shall revert back to the Owner.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF OWNER

Owner hereby represents and warrants to County as follows, which representations and warranties shall be deemed made by Owner to County also as of the closing date, to the best of Owner's knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to County;

(2) Owner is the record title owner of the Property and agrees to secure the release of any and all liens on said Property.

#### ARTICLE V CLOSING

##### Closing Date

5.01. Unless Owner and County agree on an earlier or otherwise different time, date, and place for closing, the closing shall be held at the offices of Sheets & Crossfield, P.C., on the later to occur of (i) September 30, 2010, (ii) within 10 days after the completion of any title curative matters if necessary for items shown on the Title Commitment or in this Contract, or (iii) within 15 days after the date by which the County has either (A) executed contracts in form and substance materially identical to this Contract with all of the Other ROW Owners (defined below) in which the Other ROW Owners agree to convey their portions of the extension of Lakeline Boulevard, or (B) filed a condemnation suit against any Other ROW Owners who have not at that time executed such a contract to convey (which date, however established pursuant to the foregoing, is herein referred to as the "closing date"). For purposes of this Contract, the "Other ROW Owners" are (x) Heierman Trust with regard to a ROW tract of 1.3 acres, (y) Gilpin, with regard to ROW tracts of 4.4 acres, 0.7 acres, and 3.0 acres, and (z) JE Springs/MI Summerlin with regard to a ROW tract of 2.8 acres.

### Owner's Obligations at Closing

5.02. At the closing Owner shall:

(1) Deliver to County a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", 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 approved by County following County's receipt of a current title commitment within 20 days after the date of this Contract, followed by a 30-day period for County to review and approve title as reflected in the title commitment; and
  - (c) Any exceptions approved by County in writing.
- (2) Deliver to County possession of the Property if not previously done.

### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid by the County.

### **ARTICLE VI BREACH BY PARTIES**

6.01 In the event Owner shall fail to fully and timely perform any of its obligations hereunder or shall fail to dedicate the Property for any reason, except County's default, County may: (1) enforce specific performance of this Contract; or (2) utilize any other available remedies at law or equity.

6.02 In the event the County, for any reason, is unable to perform any of its obligations hereunder, including the construction of the Lakeline Project, the Owner's sole remedy is to seek the reversion of the Property back to the Owner.

ARTICLE VII  
MISCELLANEOUS

Notice

7.01. 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 Owner or County, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

7.02. 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

7.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract. County may dedicate or otherwise transfer or assign any or all of the Lakeline Project and/or this Contract to any other governmental entity, including, without limitation, the City of Leander.

Legal Construction

7.04. 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

7.05. 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

7.06. Time is of the essence in this Contract.

Gender

7.07. 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

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

Compliance

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

Effective Date

7.10 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.

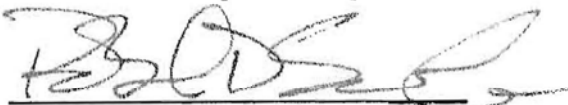
Counterparts

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

**OWNER:**

KENNEDY PROPERTIES OF TEXAS, L.P.,

A Texas limited partnership



Robert D. Schoen – Vice President

By: WWK, Inc.

Its: General Partner

Date: July 9, 2010

Address:

14 Executive Court

South Barrington, IL 60010

COUNTY:

County of Williamson, Texas

By:

  
Dan A. Gattis, County Judge

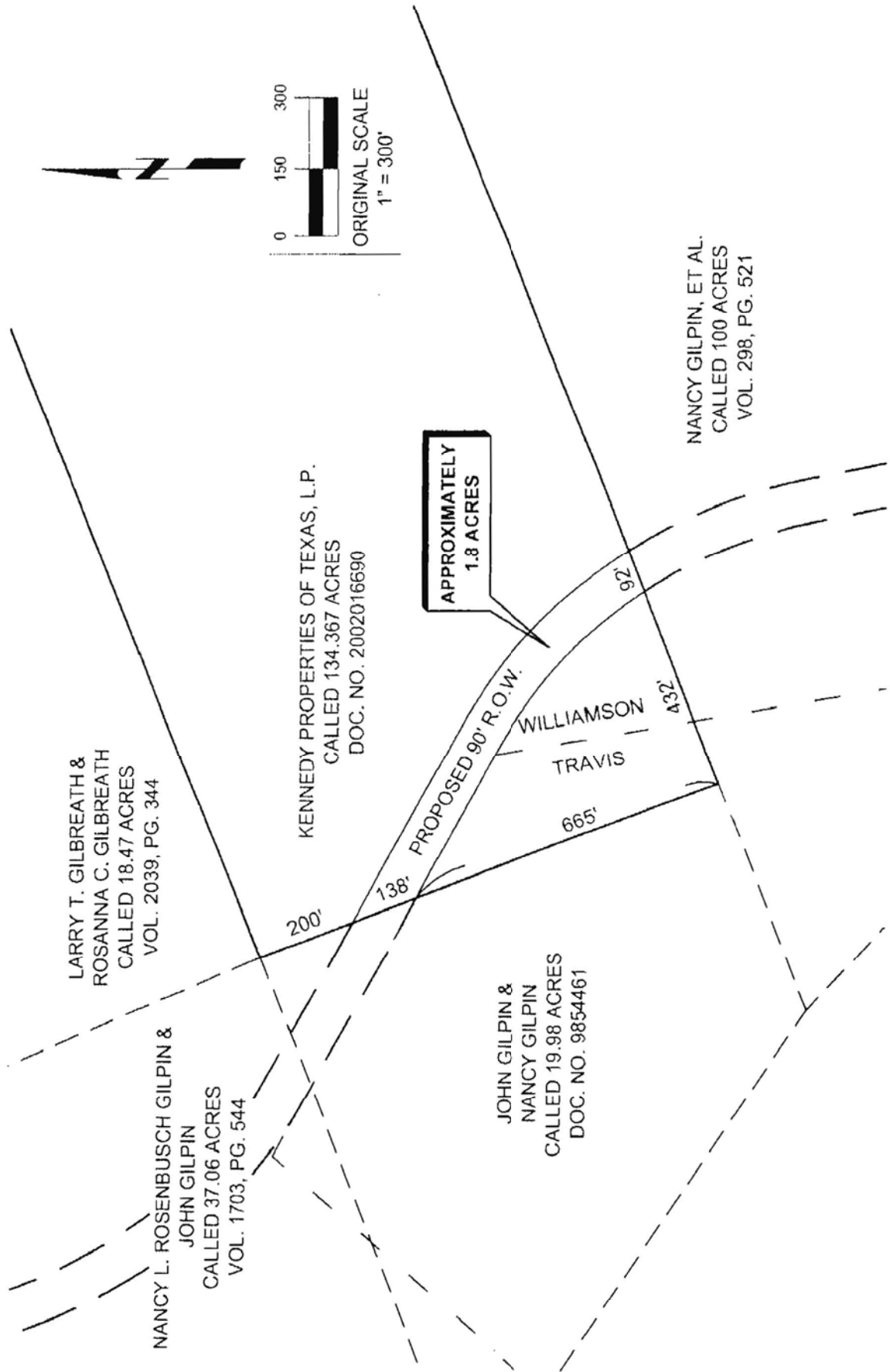
Date:

1-5-201

710 Main Street

Georgetown, Texas 78626

# SKETCH FOR LAKELINE R.O.W. EXTENSION



DATE: NOV., 2009  
 JOB NO.:  
 BY: M. NOLEN  
 CHK: RDS  
 PAGE 1 OF 1

**BAKER-AICKLEN & ASSOCIATES, INC.**  
 Engineers • Surveyors • GIS • Planning  
 405 BRUSHY CREEK RD.  
 CEDAR PARK, TX 78613  
 (512) 260-3700

PREPARED FROM AVAILABLE DEED RECORDS  
 ALL DISTANCES ARE APPROXIMATE