

CAUSE NO. 10-0773-CC2

THE STATE OF TEXAS

IN THE COUNTY COURT AT LAW

V.

NO. 2

LAND PARTNERSHIP, NO. 1

WILLIAMSON COUNTY, TEXAS

MEDIATED SETTLEMENT AGREEMENT

As a result of mediation conducted on March 3, 2011, the State of Texas (State), acting by and through Williamson County, Texas, and Land Partnership No. 1 (LP1) have agreed to resolve all issues in dispute between them in the litigation now pending in the above styled and numbered cause, on the following terms and conditions:

1. The State, by and through Williamson County, Texas, agrees to pay LP1 the total sum of Dollars (\$4,250,000.00) in complete satisfaction of any and all claims which have been made or which could have been made in this litigation, including both the part taken and damages to the remainder, or as a result of the taking of this parcel.
2. The parties agree that the Commissioner's Award in the amount of \$3,807,937.50 has been deposited by the State into the registry of the Court, and withdrawn from the registry by LP1. The State shall therefore have a credit against the amount stated in paragraph 1 above in the amount of \$3,807,937.50.
3. A judgment reflecting the amounts in paragraphs 1 and 2 above will be presented to the court. The judgment will be drafted by the attorney for the State and delivered to the attorney for LP1 for approval as to form, which approval will not be unreasonably withheld.
4. This agreement is contingent upon Williamson County securing TxDOT permitting for three driveways on the Highway 29 side of the subject property; and three driveways if possible, but no less than 2 driveways on the Highway 183 side of the subject property.

As part of the permitting process, LP 1 agrees to complete a traffic impact analysis (TIA) at its own cost. Williamson County will have six months from the date of delivery of the TIA by LP1 to Williamson County in which to secure the permitting.

The parties understand that, in order to secure these permits, it may necessary to "signalize" an intersection. If that is the case with respect to the northwest corner of the subject property on Highway 29, Williamson County will attempt to have the signal along the western property line of the subject property. Any other driveways will be at least 400 feet from the western boundary line on the Highway 29 side, and at least 400 feet from the southern boundary line on the Highway 183 side.

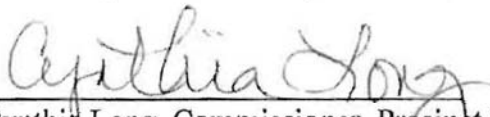
Once the permits are secured, Williamson County agrees to construct the permitted driveways on Highway 183, at its own cost, from the road's edge to the right of way line. LP1 will construct the permitted driveways on Highway 29, at its own cost, from the road's edge to the right of way line.

For each driveway Williamson County constructs on the Highway 183 side of the subject property, the settlement figure state in paragraph 1 will be reduced by \$45,000.00 per driveway.

5. This entire agreement is subject to the approval of the Williamson County Commissioners Court. Once so approved, this agreement may be entered as a Rule 11 agreement.

6. The parties agree to stay all further action in the above styled and numbered cause in order to obtain the permits described in paragraph 4 above. If the permits are not obtained as described in paragraph 4 above, then they parties will so inform the court and a new trial setting shall be obtained.

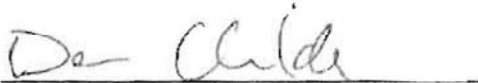
Signed this 3rd day of March, 2011.



Cynthia Long, Commissioner, Precinct 2
Williamson County, Texas



Gordon Griffin, Authorized Representative
Land Partnership No. 1



Don Childs, Attorney for
The State of Texas



William Christian, Attorney for
Land Partnership No. 1

Approved this 22nd day of March, 2011, by the Williamson County Commissioners Court.



Hon. Dan A. Gattis, Williamson County Judge