

**REAL ESTATE CONTRACT**  
**RM Highway 620 Improvement Project**

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT (this "Contract") is made by and between HIGHLAND 620 LAND INVESTMENT LTD., a Texas limited partnership (referred to in this Contract as "Seller", whether one or more) and the 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 ("Property"):

All of that certain 0.631 acre tract of land, more or less, situated in the John McQueen Survey, Abstract No. 425, in Williamson County, Texas; being more fully described by metes and bounds as shown in Exhibit "A", attached hereto and incorporated herein (Parcel 3A); and

All of that certain 0.1051 acre tract of land, more or less, situated in the John McQueen Survey, Abstract No. 425, in Williamson County, Texas; being more fully described by metes and bounds as shown in Exhibit "B", attached hereto and incorporated herein (Parcel 3B); and

All of that certain 0.1578 acre tract of land, more or less, situated in the John McQueen Survey, Abstract No. 425, in Williamson County, Texas; being more fully described by metes and bounds as shown in Exhibit "C", attached hereto and incorporated herein (Parcel 3C); and

All of that certain 0.4025 acre tract of land, more or less, situated in the John McQueen Survey, Abstract No. 425, in Williamson County, Texas; being more fully described by metes and bounds as shown in Exhibit "D", attached hereto and incorporated herein (Parcel 3D); and

All of that certain 0.1098 acre tract of land, more or less, situated in the John McQueen Survey, Abstract No. 425, in Williamson County, Texas; being more fully described by metes and bounds as shown in Exhibit "E", attached hereto and incorporated herein (Parcel 3E); and

All of that certain 0.1126 acre tract of land, more or less, situated in the John McQueen Survey, Abstract No. 425, in Williamson County, Texas; being more fully described by metes and bounds as shown in Exhibit "F", attached hereto and incorporated herein (Parcel 3F); and

All of that certain 0.1122 acre tract of land, more or less, situated in the John McQueen Survey, Abstract No. 425, in Williamson County, Texas; being more fully described by metes and bounds as shown in Exhibit "G", attached hereto and incorporated herein (Parcel 3G); and

All of that certain 0.1182 acre tract of land, more or less, situated in the John McQueen Survey, Abstract No. 425, in Williamson County, Texas; being more fully described by metes and bounds as shown in Exhibit "H", attached hereto and incorporated herein (Parcel 3H); and

All of that certain 0.1395 acre tract of land, more or less, situated in the John McQueen Survey, Abstract No. 425, in Williamson County, Texas; being more fully described by metes and bounds as shown in Exhibit "I", attached hereto and incorporated herein (Parcel 3I); and

All of that certain 0.2151 acre tract of land, more or less, situated in the John McQueen Survey, Abstract No. 425, in Williamson County, Texas; being more fully described by metes and bounds as shown in Exhibit "J", attached hereto and incorporated herein (Parcel 3J); and

All of that certain 0.416 acre tract of land, more or less, situated in the John McQueen Survey, Abstract No. 425, in Williamson County, Texas; being more fully described by metes and bounds as shown in Exhibit "K", attached hereto and incorporated herein (Parcel 3K); and

Drainage Easement interest in and across that certain 0.3739 acre tract of land, more or less, situated in the John McQueen Survey, Abstract No. 425, in Williamson County, Texas; being more fully described by metes and bounds as shown in Exhibit "L", attached hereto and incorporated herein (Parcel 3I-DE)

Temporary Construction Easement interest and across that certain 10 foot strip of land more fully described on Exhibit A attached to the Temporary Construction Easement attached hereto as Exhibit "S," and incorporated herein.

This purchase also includes any improvements and fixtures situated on and attached to the Property described in Exhibits "A-K" which are not removed by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## **ARTICLE II PURCHASE PRICE**

### Amount of Purchase Price

2.01. The purchase price for the Property described in Exhibit "A" shall be the sum of ONE HUNDRED EIGHTY THOUSAND EIGHT HUNDRED NINETY NINE and 00/100 Dollars (\$180,899.00).

2.01.1. The purchase price for the property interests described in Exhibit "B" shall be the sum of EIGHTY THOUSAND AND NINETY EIGHT and 00/100 Dollars (\$80,098.00).

2.01.2. The purchase price for the property interests described in Exhibit "C" shall be the sum of ONE HUNDRED TWENTY THOUSAND THREE HUNDRED THIRTEEN and 00/100 Dollars (\$120,313.00).

2.01.3 The purchase price for the property interests described in Exhibit "D" shall be the sum of ONE HUNDRED THIRTY ONE THOUSAND FOUR HUNDRED NINETY and 00/100 Dollars (\$131,490.00).

2.01.4 The purchase price for the property interests described in Exhibit "E" shall be the sum of SIXTY NINE THOUSAND THREE HUNDRED SIXTY EIGHT and 00/100 Dollars (\$69,368.00).

2.01.5 The purchase price for the property interests described in Exhibit "F" shall be the sum of SEVENTY ONE THOUSAND AND NINETY FOUR and 00/100 Dollars (\$71,094.00).

2.01.6 The purchase price for the property interests described in Exhibit "G" shall be the sum of SEVENTY THOUSAND EIGHT HUNDRED NINETY ONE and 00/100 Dollars (\$70,891.00).

2.01.7 The purchase price for the property interests described in Exhibit "H" shall be the sum of SEVENTY FOUR THOUSAND SIX HUNDRED SIXTY ONE and 00/100 Dollars (\$74,661.00).

2.01.8 The purchase price for the property interests described in Exhibit "J" shall be the sum of ONE HUNDRED THIRTY FIVE THOUSAND EIGHT HUNDRED EIGHTY and 00/100 Dollars (\$135,880.00).

2.01.9 The purchase price for the property interests described in Exhibit "K" shall be the sum of TWO HUNDRED SIXTY TWO THOUSAND FOUR HUNDRED FIFTY and 00/100 Dollars (\$262,450.00).

2.01.10. The property interests described in Exhibits "I," "L" and in Exhibit A attached to the Temporary Construction Easement shall be donated to Purchaser by Seller.

The total Purchase Price for the Property being purchased herein is the amount of \$1,197,440.00.

#### Payment of Purchase Price

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

### Special Provisions

2.03. As an additional and material part of the consideration for the sale of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees to (1) construct hooded median break openings, and (2) construct standard 30 foot commercial driveway connections, in the locations and in accordance with the plan sheets attached hereto as Exhibit "M".

2.04. As an additional and material part of the consideration for the sale of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees construct the Great Oaks Drive intersection with stamped concrete to match existing stamped concrete in Great Oaks Drive during construction of the east-bound right turn lane from Great Oaks Drive onto RM 620 in accordance with the plan sheet attached hereto as Exhibit "N".

2.05. As an additional and material part of the consideration for the sale of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees to bore under certain existing designated oak trees at Block O, Lot 9, and Block O, Lot 10 at Cornerwood Drive and construct utility lines in the alignments and locations between roadway Sta. 328+65 and Sta. 329+80, as shown on the plan sheets attached hereto as Exhibit "O."

2.06. As an additional and material part of the consideration for the sale of the Property, and as an obligation which shall survive the Closing of this transaction, the RM 620 Safety Improvement Project (CSJ 0683-01-079) shall accept the 100 year fully-developed, detained runoff flows from Highland Horizon Block O, Lots 4, 5, and 6 into ditches "D5" and "D6", and/or into storm sewer line "D", as depicted on the plan sheets attached hereto as Exhibit "P".

2.07. As an additional and material part of the consideration for the sale of the Property, Purchaser agrees that by approval of this Contract by the Williamson County Commissioners Court, and by execution of this document by the Williamson County Judge, a variance from the Setback line requirement of the Williamson County Subdivision Regulations, Section 8.1, in that the Setback line (as defined therein) shall be approved for the remaining property of Seller adjacent to the new right of way line created by the purchase of Parcels 3A-3K (further described in Exhibits "A-K"), and shall hereafter be set at 25 feet from the newly created edge of right of way resulting from the sale of the Property as contemplated herein.

2.08. Purchaser acknowledges and agrees that the construction and installation of the proposed improvements for the RM 620 Safety Improvement Project (CSJ 0683-01-079) will pass through the "Irrevocable Impact Zone" (also referred to as "Impact Zone B") of the Vericose Cave, as shown on Exhibit C attached thereto. The "Irrevocable Impact Zone" is defined by the Williamson County Regional Habitat Conservation Plan as the area within 50 feet of an endangered species occupied cave footprint. As an additional and material part of the consideration for the sale of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser shall take all such actions, including payment of all fees or other sums, necessary to fully mitigate for all impacts within 345 feet of the cave footprint of the Vericose Cave, so that no additional funds or actions shall be required from, or charged to, Seller to mitigate for that portion of the area within 345 feet of the cave footprint of the Vericose Cave located within Seller's property. Prior to the commencement of the construction of any work or other activity within any of the Property, Purchaser shall provide Seller with written proof that any and all impacts to listed endangered

species within 345 feet of the cave footprint of the Vericose Cave have been fully mitigated and that no additional funds or actions shall be required from, or charged to, Seller to mitigate for that portion of the area within 345 feet of the cave footprint of the Vericose Cave located within Seller's property.

2.09. The Property herein is being conveyed to Purchaser under threat of condemnation.

### **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 conditions set forth in Sections 3.02, 3.03 and 3.04 below (any of which may be waived in whole or in part by Purchaser at or prior to the closing.).

#### **Preliminary Title Commitment**

3.02. Purchaser, at Purchaser's sole cost and expense, has caused the Texas American Title Company, ("Title Company") to issue a preliminary title report (the "Title Commitment") accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property. In the event that title to the property is not satisfactory to Purchaser, after notice of such unsatisfactory condition Seller shall provide Purchaser with any assistance reasonably requested as necessary to eliminate or modify such matters.

#### **Survey**

3.03. Purchaser, at Purchaser's expense, has caused to be delivered a current plat of survey of the Property, prepared by a duly licensed Texas land surveyor.

#### **Miscellaneous Conditions**

3.04. 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.

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

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 There are no parties entitled to possession of any portion of the Property as lessees under any lease, rental agreement or other agreement, verbal or written, to which Seller is a party;

## ARTICLE V CLOSING

### Closing Date

5.01. The closing shall be held at the Title Company on or before December 31, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment (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 conveying good and indefeasible title to the State of Texas to all of the Property as shown in Exhibits "A-K", deliver a duly executed Drainage Easement to the State of Texas in and across the portion of the Property shown in Exhibit "L", and deliver a duly executed Temporary Construction Easement to the State of Texas in the form attached as Exhibit "S;" all free and clear of any and all liens and encumbrances, 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 Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The form of the Special Warranty Deed shall be as shown in Exhibit "Q" attached hereto. The form of the Drainage Easement shall be as shown in Exhibit "R" attached hereto. The form of the Temporary Construction Easement shall be as shown in Exhibit "S" attached hereto.

(2) If requested, deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in the Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple and/or drainage easement interest 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;
- (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 if not previously done.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall pay the cash portion of the Purchase Price, and the cost for the Owner's Title Policy if requested 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. All special taxes or assessments to the closing date shall be paid by Seller. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

5.05. All 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, 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, Purchaser may: (1) enforce specific performance of this Contract; or (2) 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 amount of FIVE HUNDRED and 00/100 Dollars (\$500.00) from the Purchaser, 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.

## **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 heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### 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, both 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.

Survival of Closing

8.10 The terms of this agreement shall survive the closing and continue to be of force and effect until mutually terminated by the parties or their successors.

Effective Date

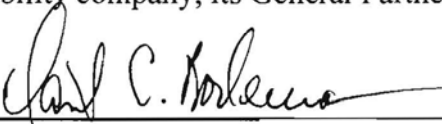
8.11 This Contract shall be effective as of the date it is approved by the Williamson County Commissioners Court, which date is indicated beneath the County's signature below.

*[signature page follows]*

**SELLER:**

HIGHLAND 620 LAND INVESTMENT, LTD.,  
a Texas limited partnership

By: HRI-GP No. 2, LLC, a Texas limited  
liability company, its General Partner

By:   
David C. Bodenman, President

Date: ~~September~~ <sup>DECEMBER</sup> 6, 2011

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By:   
Dan A. Gattis, County Judge

710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: 12 - 12 -     , 2011