

REAL ESTATE CONTRACT
CR170/A.W. Grimes Blvd.--Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between THE FROST NATIONAL BANK, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (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:

All of that certain 0.053 acre tract of land, more or less, situated in the Memucan Hunt Survey, Abstract No. 314, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Tract 3**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", and for any improvements on the Property, damages or cost to cure the remaining property of Seller, if any, shall be the sum of TWENTY TWO THOUSAND THREE HUNDRED FORTY and 00/100 Dollars (\$22,340.00).

Payment of Purchase Price

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

**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 following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing).

Miscellaneous Conditions

3.02. 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 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 Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before March 30, 2012, 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 Williamson County, Texas a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible 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 Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "B" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Grantee's fee simple title and/or easement interests 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:

- (a) Pay the cash portion of the Purchase Price.

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. 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, as its sole and exclusive remedies, either: (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 Escrow Deposit, if any, from the title company, 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. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

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. The parties may not record this Contract or a memorandum of this Contract.

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.

Effective Date

8.10 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

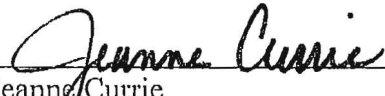
8.11 This Contract may be executed in any number of counterparts, which may together constitute one agreement. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Addendum

8.12 The Frost National Bank Addendum is attached hereto and incorporated herein for all purposes.

SELLER:

THE FROST NATIONAL BANK


By: 
Jeanne Currie
Vice President

Address: 100 W. Houston- T-5
San Antonio, Texas 78205

Date: 3/2/12

PURCHASER:

COUNTY OF WILLIAMSON

By: 
Dan A. Gattis, County Judge
Date: 03-23-2012

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

THE FROST NATIONAL BANK ADDENDUM

This is an addendum to the Real Estate Contract (the "Contract") for the Property in Williamson County, Texas, as more fully described in the Contract in which **COUNTY OF WILLIAMSON** is referred to as "Purchaser" and **THE FROST NATIONAL BANK**, a national banking association, is referred to as "Seller."

NOTWITHSTANDING anything in the main body of the Contract to the contrary, Purchaser and Seller do further agree that the Contract shall be modified as follows, and that the terms of this Addendum shall control in the event of any conflict with the main body of the Contract, but only in the following respects:

1. Purchaser and Seller acknowledge and agree that Seller acquired its title to the Property either through the process of foreclosure or by means of a deed in lieu of foreclosure, and therefore, Seller has little, if any, knowledge of the physical or economic characteristics of the Property. Accordingly, except as expressly stated in the Contract, Purchaser acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (A) the value, nature, quality or condition of the Property, including, the water, soil and geology, (B) the income to be derived from the Property, (C) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, (D) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (E) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, (F) the manner or quality of the construction or materials, if any, incorporated into the Property, (G) the manner, quality, state of repair or lack of repair of the Property, or (H) any other matter with respect to the Property.

Additionally, Seller has not made, does not make and specifically disclaims any representation regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property of any hazardous substance and/or hazardous waste, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder, the Resource Conservation and Recovery Act of 1976, as amended, the Texas Water Code, the Texas Solid Waste Disposal Act and the regulations adopted thereunder and/or any other applicable governmental law or authority, or the presence, handling, release, transportation or disposal of any hazardous materials or any other hazardous or toxic substances on, under, around or above the Property, or the Property's compliance or noncompliance with any federal, state or local law, ordinance or regulation relating to the environmental condition of the Property including, but not limited to, The Endangered Species Act, 16 U.S.C. §1531, et. seq., and The Clean Water Act, 33 U.S.C. §1251, et. seq. Purchaser further acknowledges and agrees that having been given the opportunity to

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inspect the Property, Purchaser is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller. Purchaser agrees, at closing, to execute and deliver a release pursuant to which Purchaser releases Seller from all claims, liabilities, and costs (including reasonable attorneys' fees) arising out of or relating to the presence, generation, treatment or disposition of Hazardous Materials (as defined in the environmental laws referenced above) on, under or at the Property or any part thereof after the closing date (Purchaser's release of Seller as to any claims, liabilities or costs relating to Hazardous Materials shall include any period of time, whether prior to, as of or after closing).

2. Purchaser further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Purchaser further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS," "WHERE IS" and "WITH ALL FAULTS" basis, and Purchaser expressly acknowledges that, in consideration of the agreements of Seller, Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (other than the Special Warranty of Title with respect to the land and the improvements), habitability, merchantability or fitness for a particular purpose with respect to the Property or any portion thereof. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the Property is sold by Seller and purchased by Purchaser subject to the foregoing. At the closing, the Special Warranty Deed from Seller shall include the foregoing disclaimer of warranties by Seller and that the Property is transferred to Purchaser "AS IS", "WHERE IS" and "WITH ALL FAULTS."

3. Purchaser acknowledges that prior to the closing date, it will make its own physical inspection of the Property and will satisfy itself as to the condition of the Property for Purchaser's intended use to include, but not limited to, applicable zoning ordinances, restrictions or governmental laws, rules and regulations pertaining to the intended use of the Property by Purchaser and public utilities. Purchaser acknowledges that it will use the feasibility period or Option Period (as applicable) provided for in the Contract to satisfy itself as to the condition of the Property with respect to Purchaser's intended use. Purchaser further acknowledges that no independent investigation or verification has been or will be made by Seller with respect to any information supplied by or on behalf of Seller concerning the Property, and Seller makes no representation as to the accuracy or completeness of such information, it being intended by the parties that Purchaser shall verify the accuracy and completeness of such information itself. Purchaser acknowledges that the disclaimers, agreements and other statements set forth in this paragraph are an integral portion of the Contract and that Seller would not agree to sell the Property to Purchaser for the purchase price without the disclaimers, agreements and other statements set forth in this paragraph.

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4. The obligations of Seller hereunder to consummate the transactions contemplated by the Contract are subject to the satisfaction, as of the closing date, of each of the following conditions (any of which may be waived in whole or in part by Seller at or prior to the closing date):

a. Consents and Approvals. Seller shall have obtained all necessary consents and approvals for and to enable Seller to consummate the transaction provided herein within fifteen (15) days after the date hereof, including without limitation, approval of the Board of Directors of Seller.

b. Correctness of Representations and Warranties. The representations and warranties of Purchaser set forth herein shall be true on and as of the closing date with the same force and effect as if such representations and warranties had been made on and as of the closing date.

c. Compliance by Purchaser. Purchaser shall have performed, observed and complied with all of the covenants, agreements, and conditions required by the Contract to be performed, observed, and complied with by it prior to or as of the closing date.

5. Purchaser is not and shall not be, and, after making due inquiry, no person or entity ("Person") who owns a controlling interest in or otherwise controls Purchaser is or shall be, (i) listed on the Specially Designated Nationals and Blocked Persons List (the "SDN List") maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or on any other similar list ("Other Lists" and, collectively with the SDN List, the "Lists") maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "OFAC Laws and Regulations"); or (ii) a Person (a "Designated Person") either (A) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the "Executive Orders"). The OFAC Laws and Regulations and the Executive Orders are collectively referred to in the Contract as the "Anti-Terrorism Laws". Purchaser also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no Person who owns any other direct interest in Purchaser is or shall be listed on any of the Lists or is or shall be a Designated Person. This paragraph shall not apply to any Person to the extent that such Person's interest in Purchaser is through a U.S. Publicly-Traded Entity. As used in this paragraph, "U.S. Publicly-Traded Entity" means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a Person.

6. Purchaser acknowledges that any information furnished to Purchaser with respect to the Property is and has been so furnished on the condition that Purchaser maintains the confidentiality thereof. Accordingly, Purchaser shall hold, and shall cause its directors, officers and other personnel and representatives to hold, in strict confidence, and not disclose to any other person without the prior written consent of Seller until the closing shall have been consummated, any of the information in respect of the Property delivered to, or for the benefit of,

Initialed for Identification by Purchaser _____ Seller gc

Purchaser whether by agents, consultants, employees or representatives of Purchaser (collectively, "Purchaser's Representatives") or by Seller or any of its agents, representatives or employees, including, but not limited to, any information obtained by Purchaser or any of Purchaser's Representatives in connection with any studies, inspections, testings or analyses conducted by Purchaser as part of its due diligence. Notwithstanding anything to the contrary hereinabove set forth, Purchaser may disclose such information (i) on a need-to-know basis to its employees or members of professional firms serving it, and (ii) as any governmental agency may require in order to comply with applicable laws or regulations and (iii) Purchaser's lender, accountant, attorney, consultants and advisors. Furthermore, Seller and Purchaser hereby covenant and agree that, at all times after the date of execution hereof and prior to the closing, unless consented to in writing by the other party, no press release or other public disclosure concerning the transaction that is the subject of the Contract shall be made, and each party agrees to use best efforts to prevent public disclosure of the transaction that is the subject of the Contract, other than (a) to partners or joint venturers owing interests in the parties, and employees, attorneys, accountants, agents and affiliates of the parties who are involved in the ordinary course of business with this transaction, all of which shall be instructed to comply with the non-disclosure provisions hereof; (b) in response to lawful process or subpoena or other valid or enforceable order of a court of competent jurisdiction; and (c) in any filings with governmental authorities required by reason of the transactions provided for herein. The provisions of this paragraph shall survive the closing (and not be merged therein) or earlier termination of the Contract.

8. PURCHASER HEREBY WAIVES ANY AND ALL RIGHTS TO TERMINATE THE CONTRACT, IF ANY, AND TO RECOVER DAMAGES OR SEEK OTHER REMEDIES, IF ANY, UNDER THE PROVISIONS OF THE FOLLOWING STATE STATUTES AND REGULATIONS TO THE EXTENT THE SAME APPLY TO THE PROPERTY, IF ANY:

- (a) 30 TEX. ADMIN. CODE § 334.9-334.12 [land with underground storage tanks];
- (b) 30 TEX. ADMIN. CODE § 335.566 [remediation of environmental contamination notice];
- (c) TEX. AGRIC. CODE ANN. §§ 60.063 and 60.0631 [land in an agricultural development district];
- (d) TEX. HEALTH & SAFETY CODE ANN. § 361.539 and 30 TEX. ADMIN. CODE § 330.963 [closed landfill notice];
- (e) TEX. PROP. CODE ANN. § 5.011 [notice of possible annexation];
- (f) TEX. WATER CODE ANN. § 13.257 [land located in certificated areas of a utility service provider];

Initialed for Identification by Purchaser _____ Seller gc

- (g) TEX. WATER CODE ANN. § 49.452 [land within municipal utility districts];
- (h) TEX. WATER CODE ANN. § 54.016(h)(4)(a) [land within a municipal utility district that is subject to a city contract for water/sewer services]; and
- (i) TEX. WATER CODE ANN. § 54.812 [land within specially designated areas within municipal utility districts].

9. **WAIVER OF CONSUMER RIGHTS -- PURCHASER ACKNOWLEDGES AND AGREES, ON ITS OWN BEHALF AND ON BEHALF OF ANY PERMITTED SUCCESSORS OR ASSIGNS OF PURCHASER, THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SUBCHAPTER E OF CHAPTER 17 OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DTPA"), IS NOT APPLICABLE TO THIS TRANSACTION. ACCORDINGLY, PURCHASER'S WAIVES ITS RIGHTS UNDER THE DTPA, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER. ALL RIGHTS AND REMEDIES WITH RESPECT TO THE TRANSACTION CONTEMPLATED UNDER THE CONTRACT, AND WITH RESPECT TO ALL ACTS OR PRACTICES OF THE SELLER, PAST, PRESENT OR FUTURE, IN CONNECTION WITH SUCH TRANSACTION, SHALL BE GOVERNED BY LEGAL PRINCIPLES OTHER THAN THE DTPA. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR THE CLOSING OF THIS TRANSACTION.**

10. The parties represent that they have carefully read the Contract and know the contents thereof and have executed the Contract of their own free will and volition.

11. It is a condition precedent to the formation of the Contract that the Contract will not be binding on any party until it and this Addendum are signed by all parties.

12. Intentionally Deleted.

13. The provisions of the Contract containing agreements between the parties relating to actions occurring after closing shall not be merged into the instruments of closing but shall expressly survive and be enforceable according to their terms.

14. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of the Contract.

15. The Contract, when fully executed and delivered by the parties, shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns, provided that no assignment shall be made except in accordance with the provisions hereof.

Initialed for Identification by Purchaser _____ Seller jc

16. The Contract may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

17. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

18. In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SELLER:

THE FROST NATIONAL BANK,
a national banking association

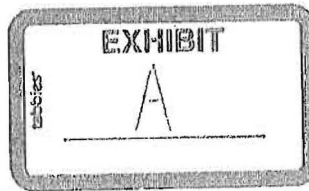
By: *Jeanne Currie*
Jeanne Currie, Vice President

PURCHASER:

COUNTY OF WILLIAMSON

By: *[Signature]*
Name: *DAVID CATTIE*
Title: *County Judge*

Initialed for Identification by Purchaser _____ Seller *jc*



TRACT 03
DESCRIPTION

FOR A 0.053 ACRE TRACT OF LAND SITUATED IN THE MEMUCAN HUNT SURVEY, ABSTRACT NO. 314, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 2.33 ACRE TRACT AS DESCRIBED IN A DEED TO RCN HOLDINGS, LP RECORDED IN DOCUMENT NO. 2007017220 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 0.053 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with cap found for the west corner of said 2.33 acre tract and a point of intersection of the south right-of-way line of Roundville Lane and the northeast right-of-way line of A. W. Grimes (County Road 170), for the west corner and **POINT OF BEGINNING** hereof, from which an iron rod with cap found for the south corner of Lot 9, Round Rock Retail Subdivision, Phase 2, Replat, recorded in Cabinet FF, Slides 34-36 of the Plat Records of said County, same being a point of intersection of the north right-of-way line of said Roundville Lane and the northeast right-of-way line of said A. W. Grimes bears, N 56° 38' 00" W a distance of 58.48 feet;

THENCE with the northwest line of said 2.33 acre tract, same being the south right-of-way line of said Roundville Lane, N 66° 31' 04" E for a distance of 15.19 feet to a ½" iron rod with "Baker-Aicklen" cap set for the north corner hereof;

THENCE through the interior of said 2.33 acre tract, the following two (2) courses and distances:

- 1) S 53° 12' 44" E for a distance of 159.70 feet to a ½" iron rod with "Baker Aicklen" cap set for an angle point hereof, and
- 2) S 54° 29' 01" E for a distance of 39.06 feet to a ½" iron rod with "Baker-Aicklen" cap set on the southeast line of said 2.33 acre tract, same being the northwest line of a called 2.50 acre tract as described in a deed to Lloyd Harrison and recorded in Volume 583, Page 265 of the Deed Records of said County, for the east corner hereof;

THENCE with the southeast line of said 2.33 acre tract, same being the northwest line of said 2.50 acre tract, S 66° 29' 10" W for a distance of 12.53 feet to an iron rod with cap found for the south corner of said 2.33 acre tract, same being the west corner of said 2.50 acre tract, same being an angle point on the northeast right-of-way line of said A. W. Grimes, for the south corner

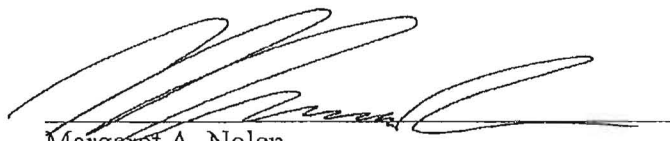
hereof; from which an iron rod with cap found for the south corner of said 2.50 acre tract, same being the west corner of a called 10 acre tract as described in a deed to Judith Davis, Heir to Raymond Davis and recorded in Volume 583 Page 255 of the Deed Records of said County, same being an angle point on the northeast right-of-way line of said A. W. Grimes bears, S 54° 09' 33" E a distance of 200.27 feet;

THENCE with the southwest line of said 2.33 acre tract, same being the northeast right-of-way line of said A. W. Grimes the following two (2) courses and distances:

- 1) N 54° 05' 19" W for a distance of 169.82 feet to a TXDOT Type II concrete monument found for an angle point hereof, and
- 2) N 54° 18' 32" W for a distance of 30.29 feet to the **POINT OF BEGINNING** hereof and containing 0.053 acre of land.

Bearing basis is grid north for the Texas Central Zone NAD 83/93 HARN, per GPS survey performed during August, 2010.

Surveyed under the direct supervision of the undersigned during August, 2010:


Margaret A. Nolen
Registered Professional Land Surveyor No. 5589
BAKER-AICKLEN & ASSOCIATES, INC.
405 Brushy Creek Road
Cedar Park, Texas 78613
(512) 260-3700

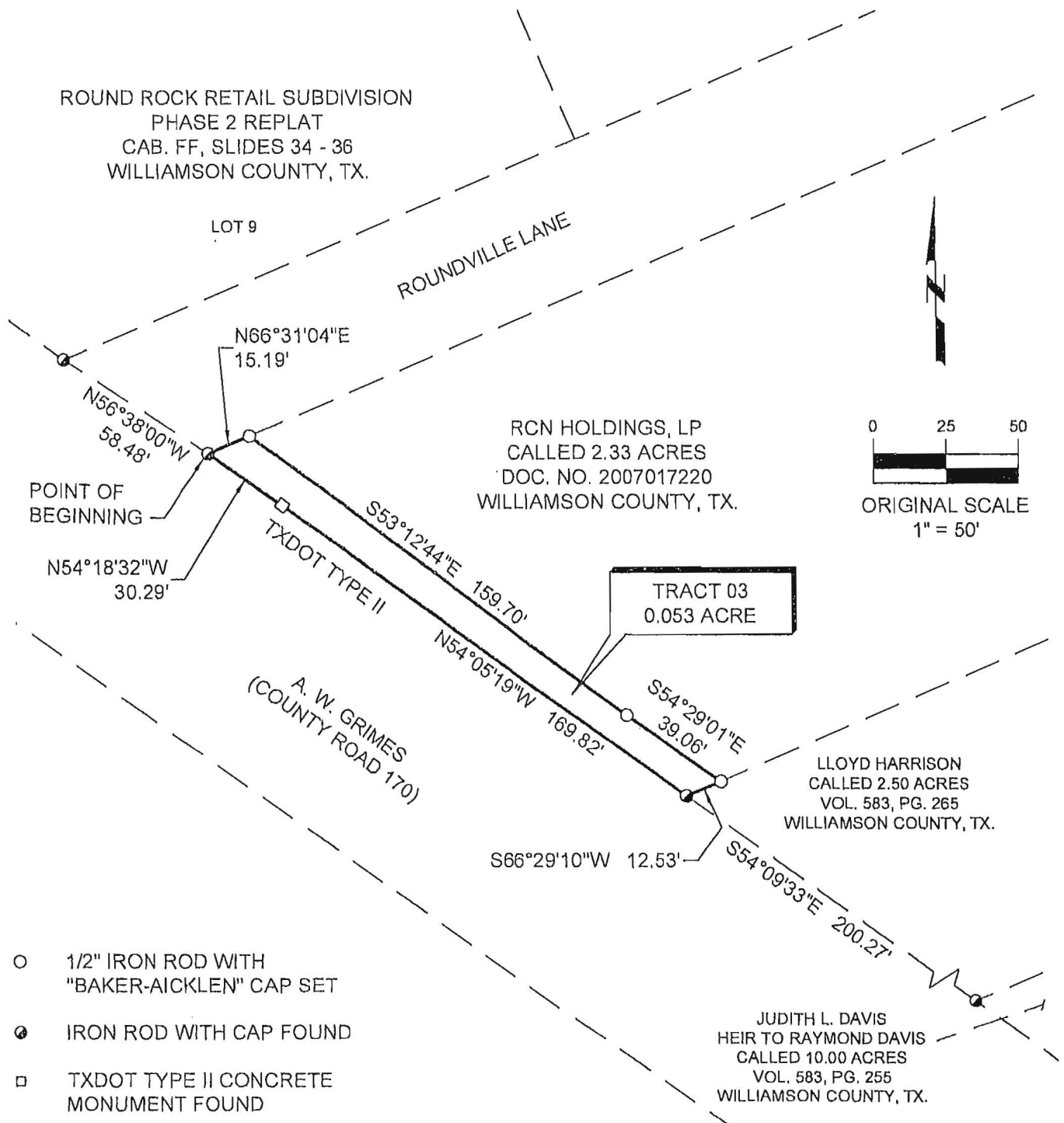


Job No.: 0711-2-039-41

Filename: W:\PROJECTS\WILLCO\CR 170\ROW DESCRIPTIONS\METES AND BOUNDS\CR 170 ROW 03 RCN HOLDINGS.DOC

SKETCH TO ACCOMPANY DESCRIPTION

MEMUCAN HUNT SURVEY, ABSTRACT NO. 314



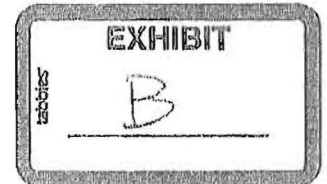
RCN HOLDINGS, LP.
DOC. NO. 2007017220
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST, 2010
JOB NO.: 0711-2-039-41
BY: R. BROOKS
CHK: M. NOLEN
PAGE 3 OF 3

BAKER-AICKLEN & ASSOCIATES, INC.
Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.
CEDAR PARK, TX 78613
(512) 260-3700

SPECIAL WARRANTY DEED
CR170/A.W. Grimes Blvd. Right of Way



THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed CR170/A.W. Grimes Blvd. roadway improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That THE FROST NATIONAL BANK, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Williamson County, Texas all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.053 acre tract of land, more or less, situated in the Memucan Hunt Survey, Abstract No. 314, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Tract 3)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

To the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS," "WHERE IS" and "WITH ALL FAULTS" basis, and Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (other than the Special Warranty of Title with respect to the land and any improvements), habitability, merchantability or fitness for a particular purpose with respect to the Property or any portion thereof.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, its successors or assigns, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 170/A.W. Grimes, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the Williamson County, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2012.

GRANTOR:

THE FROST NATIONAL BANK

By: _____
Jeanne Currie
Vice President

ACKNOWLEDGMENT

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2012 by Jeanne Currie, Vice President of The Frost National Bank, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Judge Dan A. Gattis
County Courthouse
701 Main Street
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: