

~~*Sheets & Crossfield, P.C.*~~

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

February 17, 2017

Via e-mail KarenS@austinwhitelime.com

Karen Spielhagen
Austin White Lime
P.O. Box 9556
Austin, Texas 78766

Re: Williamson County—Pearson Ranch Road Drainage Easement

Dear Karen:

Please allow this letter to set out my understanding regarding our agreement for the purchase of a drainage easement interest in and across a portion of the Robinson Ranch ("Robinson") property as part of Williamson County's ("County") proposed Pearson Ranch Road construction project.

In return for granting a drainage easement across approximately 0.2648 acre, and a temporary construction easement in and to approximately 0.25 acre, County will pay Robinson the sum of \$5,780, which is equal to the County's appraised value for this acquisition. The form of the Easement granted to City will be as shown in Exhibit "A" attached hereto.

The Closing and completion of this transaction shall take place at the Georgetown office of Capital Title ("Title Company") within 30 days after full execution of this agreement, or at other date and time agreed to between the parties. County shall be responsible for all fees and costs associated with closing, except that each party shall be responsible for any attorney's fees they incur. Robinson shall assist County and Title Company with any curative measures or mortgage lien subordination required as a condition of the Closing.

This agreement is being made in lieu of condemnation by County.

If this meets with your understanding please have this letter approved and executed where indicated and return it to me, and we will in turn have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

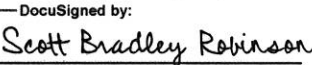
Don Childs
Sheets & Crossfield, P.C.

AGREED:

ROBINSON RANCH, a Texas general partnership

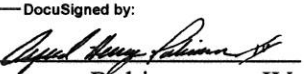
By: **SBR Ranch, Ltd.**, a Texas limited partnership

By: SBR-Robinson Associates, LLC, a Texas limited liability company

By: 
Scott Bradley Robinson, Manager

Its: General Partner

By: **AHR IV ELT Ranch, LLC**, a Texas limited liability company

By: 
Alfred Henry Robinson, IV, Manager

Its: General Partner

By: **FRC EAT1 Ranch, LLC**, a Texas limited liability company

By: 
Flora Louise Robinson Crosswell, Manager

Its: General Partner

By: **FRC ELT Ranch, LLC**, a Texas
limited liability company

DocuSigned by:
By: Flora Louise Robinson Crosswell
Flora Louise Robinson Crosswell,
Manager

Its: General Partner

By: **Robinson Benton, LLC**, a Texas
limited liability company

DocuSigned by:
By: Elaine Robinson Benton
Elaine Robinson Benton, Manager

Its: General Partner

DocuSigned by:
By: Elaine Robinson Benton
Elaine Robinson Benton, as Trustee of
the Elaine Robinson Benton Exempt
Lifetime Trust u/w/o A. H. Robinson,
III, Deceased Dated 4/21/05

Its: General Partner

By: JPMORGAN CHASE BANK, N.A.

By: _____

Title: _____
JPMorgan Chase Bank,
N.A., Trustee of the Thomas Scott
Robinson Exempt Lifetime Trust
U/W/O A.H. Robinson, Jr.,
deceased, Trustee of the Thomas
Scott Robinson Non-Exempt
Lifetime Trust u/w/o A.H. Robinson,
Jr., deceased, and Trustee of the
Thomas Scott Robinson Exempt
Lifetime Trust u/w/o Charlotte Dies
Robinson, deceased

As Assignee of a partnership interest
in Robinson Ranch, a Texas general
partnership, and signing as Assignee

By: **FRC ELT Ranch, LLC**, a Texas
limited liability company

By: _____
Flora Louise Robinson Crosswell,
Manager

Its: General Partner

By: **Robinson Benton, LLC**, a Texas
limited liability company

By: _____
Elaine Robinson Benton, Manager

Its: General Partner

By: _____
Elaine Robinson Benton, as Trustee of
the Elaine Robinson Benton Exempt
Lifetime Trust u/w/o A. H. Robinson,
III, Deceased Dated 4/21/05

Its: General Partner

By: **JPMORGAN CHASE BANK, N.A.**

By: *Karla Dominguez*

Title: Vice President

JPMorgan Chase Bank,
N.A., Trustee of the Thomas Scott
Robinson Exempt Lifetime Trust
U/W/O A.H. Robinson, Jr.,
deceased, Trustee of the Thomas
Scott Robinson Non-Exempt
Lifetime Trust u/w/o A.H. Robinson,
Jr., deceased, and Trustee of the
Thomas Scott Robinson Exempt
Lifetime Trust u/w/o Charlotte Dies
Robinson, deceased

As Assignee of a partnership interest
in Robinson Ranch, a Texas general
partnership, and signing as Assignee

for the sole purpose of stating no
objection to the General Partners'
consent

By: **GER 1999 Limited Partnership**, a
Texas limited partnership

By: G. E. Robinson, LLC, a Texas
limited liability company

By: John Oscar Robinson
John Oscar Robinson, Manager and
President

Its: General Partner

By: **Robinson Cosper, Ltd.**, a Texas
limited partnership

By: **Robinson Cosper Management,
L.L.C.**, a Texas limited liability
company

By: Flora Robinson Cosper
Flora Robinson Cosper, Manager

Its: General Partner

By: **Robinson Allen, L.L.C.**, a Texas
limited liability company

By: Carla Robinson Allen
Carla Robinson Allen, Manager

Its: General Partner

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

EXHIBIT “A” (DRAINAGE EASEMENT FORM)
FOLLOWS THIS PAGE

DRAINAGE EASEMENT

Pearson Ranch Road

THE STATE OF TEXAS

,

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

,

That **ROBINSON RANCH**, a Texas general partnership, hereinafter referred to as Grantor, for good and valuable consideration in hand paid by **WILLIAMSON COUNTY, TEXAS**, hereinafter referred to as Grantee, the receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED and does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement (the "Easement") in, on, over, upon, and across the following property (the "Easement Tract"):

All of that certain 0.2648 acre (11,535 square foot) tract of land situated in the Thomas P. Davy Survey, Abstract No. 169, Williamson County, Texas, said tract of land being more particularly described by metes and bounds in **Exhibit "A"**, attached hereto and incorporated herein.

The Easement and rights and privileges herein granted shall be used solely for the purposes of opening, constructing and maintaining a permanent drainage way and/or storm drainage system, along with any structures, subsurface storm sewer pipes, manholes, grading and related appurtenances necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, upon and across the Easement Tract pursuant to the Drainage Plan and Profile attached as **Exhibit "B"** (the "Project"), together with the right and privilege at all times of Grantee and its contractors, agents, employees and representatives (collectively, "Grantee's agents") to enter upon the Easement Tract for the purpose of making any improvements, modifications or repairs to the Project which Grantee deems necessary.

Grantor further grants and conveys to Grantee the right to temporarily use the tract of land adjacent to the Easement Tract more particularly described on **Exhibit "C"**, attached hereto and incorporated herein (the "Temporary Easement Tract"), as may be reasonably necessary for the initial construction and installation of the Project (the "Temporary Easement"). In no instance shall Grantee be entitled to use any portion of Grantee's adjoining property other than the Temporary Easement Tract. Grantee shall not remove any hardwood trees from the Easement Tract or the Temporary Easement Tract that are eight (8) inches or larger in diameter unless such removal is approved by Grantor in advance. Upon completion of the initial construction and installation of the Project, as applicable, Grantee shall return the surface of the Easement Tract and/or the Temporary Easement Tract and, upon any subsequent work within the Easement Tract that disturbs the surface of the ground, to a condition that is substantially similar to the condition that existed prior to Grantee's entry, taking into account, with respect to the Easement Tract only, the purposes of the Easement. The Temporary Easement shall remain in effect from the date of the initial entry onto the

Temporary Easement Tract by Grantee or Grantee's agents until the earlier of (a) the expiration of twelve (12) months from the effective date of this instrument, set out below, or (b) final completion of the Project, that being defined as thirty (30) days after issuance of a Certificate of Substantial Completion or similar notice for the Project or Grantee's acceptance of the Project. The passage of twelve (12) months from the Effective Date will conclusively terminate the Temporary Easement and no further confirmation thereof will be required, however, Grantee agrees, upon Grantor's request, to promptly execute, acknowledge where necessary and deliver a recordable document confirming that the Temporary Easement has terminated and is of no further force and effect. The expiration of the Temporary Easement will not affect any of Grantee's rights hereunder with respect to the Easement.

The Easement, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove trees (other than hardwood trees eight (8) inches or greater in diameter), underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Easement Tract, but only to the extent necessary to carry out the purposes of the Easement. Grantor expressly reserves all rights and privileges that may be exercised without interfering with or abridging Grantee's use of the Easement Tract for the purposes set forth herein.

Grantee covenants and agrees that all activities of Grantee and Grantee's agents on or within the Easement Tract and Temporary Easement Tract will be performed in accordance with applicable laws, ordinances and regulations applicable to the Easement Tract and the Temporary Easement Tract and that Grantee will be solely responsible for satisfying all regulatory or permitting requirements of any governmental entities with jurisdiction and paying all related fees. Grantee will be responsible, to the exclusion of any such responsibility of Grantor, for any liability for property damage, including environmental liability; liability arising due to a breach of the terms of this instrument; or liability for personal injury or death arising out of Grantee's and Grantee's agent's use of the Easement Tract and Temporary Easement Tract. To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage caused by Grantee's or Grantee's agents use of the Easement or Temporary Easement; Grantee's or Grantee's agents violation of the terms of this instrument; or any wrongful or negligent act or omission of Grantee or Grantee's agents in or upon the Easement Tract or Temporary Easement Tract. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of any acts of Grantee or Grantee's agents outside the express purposes of this instrument.

TO HAVE AND TO HOLD the Easement, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter the Easement Tract, or any part thereof, for the purpose of constructing or maintaining the Project and for making connections therewith in accordance with the terms hereof.

And Grantor does hereby bind Grantor and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, and under Grantor but not otherwise.

This grant is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Easement Tract, but only to the extent that said items are still valid and in force and effect at this time. The Easement, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the Easement Tract that interfere with the purpose or function of the Project, or the maintenance of the surface of the Easement Tract for the conveyance of storm water and/or detention pond drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2017 (the "effective date").

(signature on following pages)

ROBINSON RANCH, a Texas general partnership

By: _____
Scott Bradley Robinson, Independent Executor
of the Estate of A.H. Robinson, III deceased,
Trustee of the Scott Bradley Robinson Exempt
Appointment Trust No. One U/W/O A.H.
Robinson, III, deceased, and Trustee of the Scott
Bradley Robinson Exempt Appointment Trust No.
Two U/W/O A.H. Robinson, III, deceased

Its: General Partner

By: _____
Alfred Henry Robinson, IV, Trustee of the
Alfred Henry Robinson, IV Exempt Appointment
Trust No. One U/W/O A.H. Robinson, III,
deceased

Its: General Partner

By: _____
Flora Louise Robinson Crosswell, Trustee of the
Flora Louise Robinson Crosswell Exempt
Appointment Trust No. One U/W/O A.H.
Robinson, III, deceased

Its: General Partner

By: _____
Elaine Robinson Benton, Trustee of the Elaine
Robinson Benton Exempt Appointment Trust No.
One U/W/O A.H. Robinson, III, deceased

By: JPMORGAN CHASE BANK, N.A.

By: _____

Title: _____

JPMorgan Chase Bank, N.A., Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., deceased, Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., deceased, and Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O Charlotte Dies Robinson, deceased

As Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, and signing as Assignee for the sole purpose of stating no objection to the General Partners' consent

By: **GER 1999 Limited Partnership**, a Texas limited partnership

By: G. E. Robinson, LLC, a Texas limited liability company, its general partner

By: _____

John Oscar Robinson

Manager and President

Its: General Partner

By: **Robinson Cospers, Ltd.**, a Texas limited partnership

By: Robinson Cospers Management, L.L.C., its general partner

By: _____
Flora Robinson Cospers
Manager

Its: General Partner

By: **Robinson Allen, L.L.C.**, a Texas limited liability company

By: _____
Carla Robinson Allen, Manager

Its: General Partner

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2017, by **Scott Bradley Robinson**, Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. One u/w/o A. H. Robinson III, Deceased, dated 4/21/2005; as trustee of the Scott Bradley Robinson Exempt Appointment Trust No. Two u/w/o A. H. Robinson, III, Deceased, dated 4/21/2005; and as Trustee of the Scott Bradley Robinson Exempt Lifetime Trust u/w/o A. H. Robinson, III, Deceased, dated 4/21/2005, on behalf of said general partnership.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2017, by _____, _____ of **JPMorgan Chase Bank, N.A.**, Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W/O A.H. Robinson, Jr., and Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O Charlotte Dies Robinson, deceased, as Assignee of a partnership interest in Robinson Ranch, a Texas general partnership.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2017, by **John Oscar Robinson**, Manager and President of G.E. Robinson, LLC, a Texas limited liability company, General Partner of GER 1999 Limited Partnership, a Texas limited partnership, general partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability company, limited partnership and general partnership.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2017, by **Flora Robinson Cosper**, Manager of Robinson Cosper Management, L.L.C., a Texas limited liability company, General Partner of Robinson Cosper, Ltd., a Texas limited partnership, general partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability company, limited partnership and general partnership.

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

This instrument was acknowledged before me on the ____ day of _____, 2017,
by **Carla Robinson Allen**, Manager of Robinson Allen, L.L.C., a Texas limited liability company,
general partner of Robinson Ranch, a Texas general partnership, on behalf of said limited liability
company and general partnership.

Notary Public, State of Texas

After recording return to:
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

EXHIBIT A



Cunningham | Allen

EXHIBIT "A"
11,535 Square Feet
Drainage Easement

FIELD NOTE DESCRIPTION

DESCRIPTION OF A 0.2648 OF ONE ACRE (11,535 SQUARE FEET) PARCEL OF LAND SITUATED IN THE THOMAS P. DAVY SURVEY, ABSTRACT NUMBER 169, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THE REMAINDER OF A 481.699 ACRE TRACT (REMAINDER) OF LAND DESCRIBED IN A DEED TO ROBINSON RANCH RECORDED IN VOLUME 1197, PAGE 164, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a TXDOT type II monument found in the north line of said REMAINDER at the intersection of the north right-of-way line of State Highway No. 45 (right-of-way varies) as conveyed to the State of Texas, in a Special Warranty Deed recorded in Document No. 2003069820, of the Official Public Records of Williamson County, Texas and the south right-of-way line of FM No. 620 (right-of-way varies) as conveyed to the State of Texas in a right-of-way deed recorded in Volume 337, Page 285, of the Deed Records of Williamson County, Texas;

THENCE, North 75°55'21" East, with the south right-of-way line of said FM No. 620, a distance of 54.76 feet to a point;

THENCE, departing said south right-of-way line and over and across said REMAINDER, the following five (5) courses and distances:

1. North 88°49'02" East, a distance of 280.59 feet to a point;
2. South 59°12'52" East, a distance of 145.60 feet to a point;
3. South 30°50'55" West, a distance of 25.00 feet to a point;
4. North 59°12'52" West, a distance of 138.41 feet to a point;
5. South 88°49'02" West, a distance of 334.78 feet to a point in the north right-of-way line of said State Highway No. 45, from which a TXDOT type II monument found in said north right-of-way line bears, South 30°45'46" West, a distance of 74.57 feet;

Cunningham | Allen, Inc. • Engineers • Surveyors

3103 Bee Cave Road, Suite 202 • Austin, Texas 78746-6819 Tel: (512) 327-2946 • Fax: (512) 327-2973 •

TBPE FIRM #: F-284 / TBPLS FIRM #: 10000900

S:\2810201 Pearson RR\Documents\2810201_ESMT_Drainage-Robinson Ranch.docx

Page 1 of 3

THENCE, North 30°45'46" East, with said north right-of-way line, a distance of 15.06 feet to the POINT OF BEGINNING containing 0.2648 of one acre (11,535 square feet) of land within these metes and bounds.

Reference is herein made to the sketch of this tract accompanying this description.

Subject tract described herein is an easement. No monumentation set for corners.

Bearing Basis: Grid North, Texas Coordinate System of 1983, Central Zone (NAD_83 (cors96)).

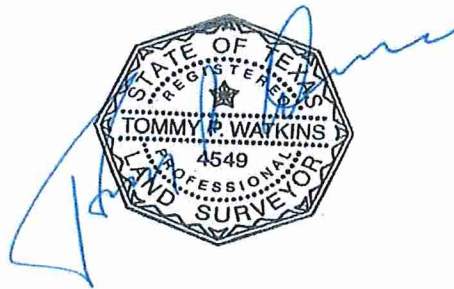
THE STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENT
COUNTY OF TRAVIS §

That I, Tommy P. Watkins, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the month of February, 2016, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 31st of May, 2016, A.D.

CUNNINGHAM-ALLEN, INC.

Tommy P. Watkins, R.P.L.S.
Texas Registration No. 4549



Cunningham | Allen, Inc. • Engineers • Surveyors
3103 Bee Cave Road, Suite 202 • Austin, Texas 78746-6819 Tel: (512) 327-2946 • Fax: (512) 327-2973 •
TBPE FIRM #: F-284 / TBPLS FIRM #: 10000900

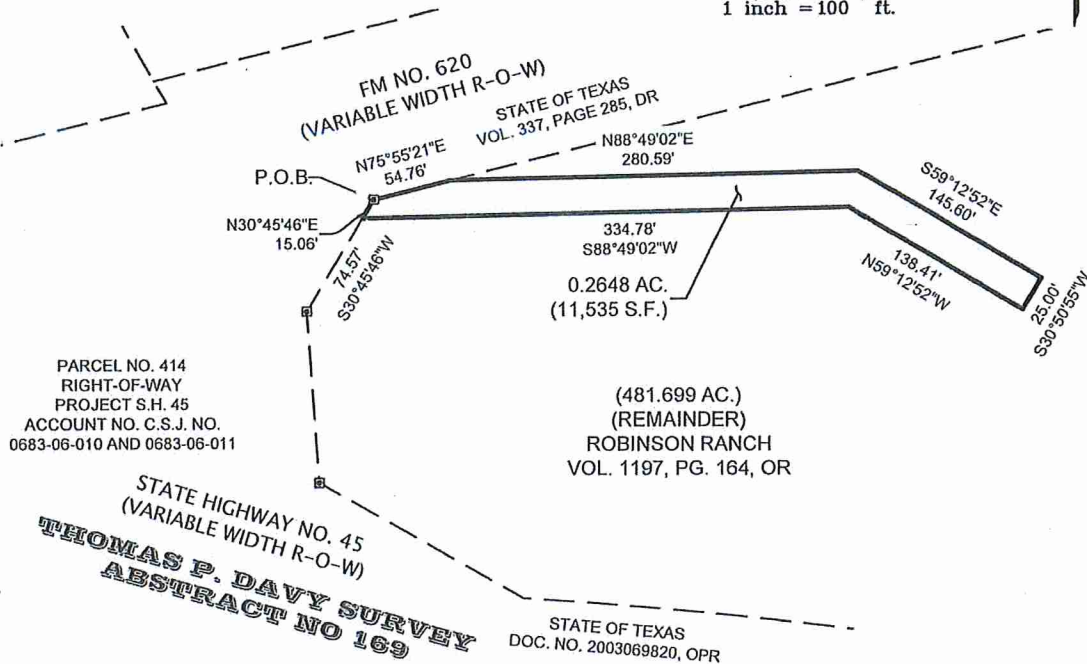
S:\2810201 Pearson RR\ Documents\2810201_ESMT_Drainage-Robinson Ranch.docx

Page 2 of 3

SKETCH TO ACCOMPANY DESCRIPTION

DRAINAGE EASEMENT
SHEET 3 OF 3

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 inch = 100 ft.



PARCEL NO. 414
RIGHT-OF-WAY
PROJECT S.H. 45
ACCOUNT NO. C.S.J. NO.
0683-06-010 AND 0683-06-011

(481.699 AC.)
(REMAINDER)
ROBINSON RANCH
VOL. 1197, PG. 164, OR

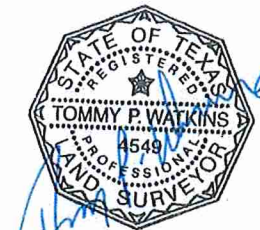
STATE HIGHWAY NO. 45
(VARIABLE WIDTH R-O-W)
**THOMAS P. DAVY SURVEY
ABSTRACT NO 169**

STATE OF TEXAS
DOC. NO. 2003069820, OPR

LEGEND

- TxDOT TYPE II MONUMENT FOUND
- DR DEED RECORDS WILLIAMSON COUNTY, TEXAS
- OR OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R-O-W RIGHT OF WAY

REFERENCE IS HEREON MADE TO THE METES AND BOUNDS
DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.



Cunningham|Allen
Engineers • Surveyors

3103 Bee Cave Road
Suite 202
Austin, Texas 78746
Tel.: (512) 327-2946
Fax: (512) 327-2973

CLIENT:
DATE: 05/2016

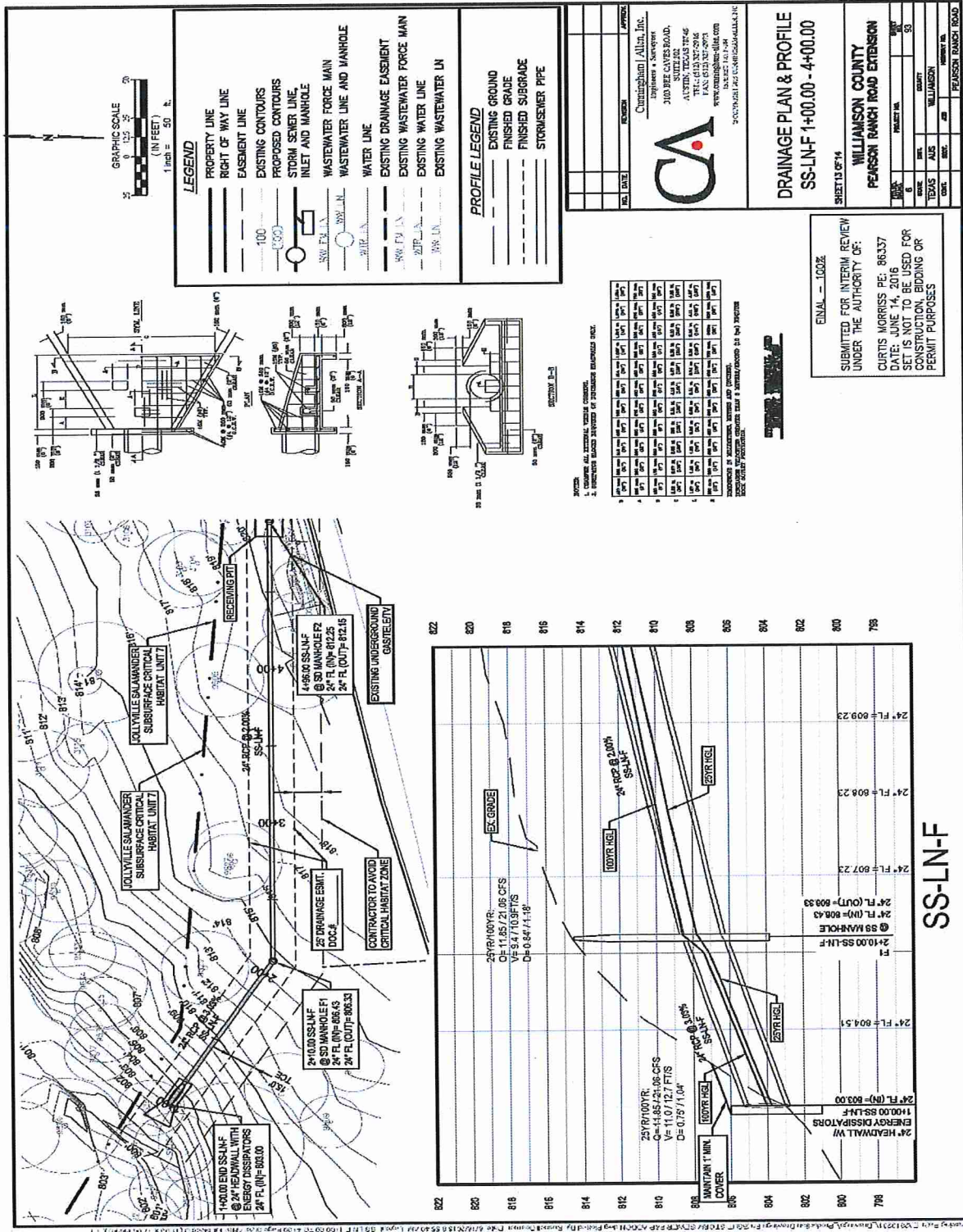
CREW:

OFFICE: II
F.B.:

PROJ #: 281.0201
FILE NAME:

COPYRIGHT 2016 CUNNINGHAM-ALLEN, INC.

EXHIBIT B



{W0722095.2}

Drawing Path: E:\B010201\Drawings\Production Drawings\FB 25MT-EROSION CONTROL LAYOUTS.dwg Plotted By: Russell Kearner Date: 11/19/2016 12:40:17 PM Layout: TREE LIST Page Size: ANSI A (8.5 x 11.0 inches) Plot Size: ANSI A (8.5 x 11.0 inches) Plot Scale: 1:1

EXHIBIT C

