REAL ESTATE CONTRACT CR 214 Right of Way

State of Texas County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between TEXAS LAND FUND NO. 6, L.P., A Delaware Limited Partnership, (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 those certain 0.45, 0.41, 0.45, and 0.03 acre tracts of land, more or less, situated in the William H. McCullough Survey, Abstract No. 465, and the James Hackett Survey, Abstract No. 312, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcels 2A-2D)

All of those certain 0.04, 0.16, 0.09, 1.96, and 3.43 acre tracts of land, more or less, situated in the William H. McCullough Survey, Abstract No. 465, and the James Hackett Survey, Abstract No. 312, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcels 6A-6E); and

Drainage easement interest in and across all of those certain 0.08 acre, 200 square foot, 200 square foot, and 150 square foot tracts of land, more or less, situated in the W.H. McCullough Survey, Abstract No. 465, and the James Hackett Survey, Abstract No. 312, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (Parcels 6F-6I); and

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 Exhibits "A and B", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of EIGHTY FIVE THOUSAND THREE HUNDRED SIXTY THREE and 20/100 Dollars (\$85,363.20).

Payment of Purchase Price

2.02. 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 actual, current knowledge of Seller, without any independent inquiry or investigation whatsoever:

- (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 not received any notice of failure to comply with any 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 December 22, 2009, 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 or in the contract (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 in fee simple to all of the Property described in Exhibits "A and B", and deliver to Purchaser a executed and acknowledged Drainage Easement conveying such interest in and to the Property described in Exhibit "C", 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; and
 - (b) Any exceptions of record validly affecting title to such property.
- (2) Request the title company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's interest in and 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 except any shortages in area;
 - (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" if allowed by the State Board of Insurance.
 - (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 and additional compensation, if any;
- (b) Pay all premiums, charges, and fees associated with title insurance; and
- (c) Pay all title company escrow fees.

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 ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII 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 shall be forthwith returned by the title company to Purchaser.

ARTICLE VIII 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 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.

ARTICLE IX MISCELLANEOUS

Notice

9.01. 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

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

Compliance

9.09 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

9.10 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

9.11 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.

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, if necessary to begin the CR 214 roadway construction project, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

SELLER:			PURCHASER:		
TEXAS LAND FUND NO. 6, L.P., a Delaware limited partnership			COUNTY OF WILLIAMSON		
Ву:		quity Venture No. 3, Ltd., a Texas d partnership, its General Partner	By: My Judge Dan A. Gattis, County Judge		
	Ву:	RBGP Investments, L.L.C., a Texas limited liability company, its General Partner	Date:		
		By: J. Beau Ryan, Vide President			
Date:	1	1-24-09			

EXHIBIT "A"

FIELD NOTES

JOB NO: R:\Egpt_04\40261_COUNTY_ROAD_214\DOCUMENTS\Field Notes\40261-

07_PARCEL_2A-2D_CAT1A_COND2_20090817.doc

DATE: AUGUST 17, 2009

PAGE: 1 OF 8 (EXHIBIT ATTACHED)

PARCEL 2A-2D 1.34 ACRES

All that certain tract or parcel of land, out of the Richard West Survey, Abstract No. 643, the W.H. McCullough Survey, Abstract No. 465, and the J. Hackett Survey, Abstract No. 312 situated in Williamson County, Texas, Parcels 2A, 2B, and 2C being a portion of that tract described as 865.49 acres in a Special Warranty Deed with granted to Texas Land Fund No. 6, L.P., and recorded in Document No. 2008076591 Official Public Records, Williamson County, Texas and Parcel 2D being a portion of that tract described as 77.5254 acres in a General Warranty Deed granted to Texas Land Fund No. 6, L.P. And recorded in Document No. 2008093237, of said Official Public Records and further described by metes and bounds as follows:

Parcel 2A - 0.45 acre

BEGINNING at a 1/2" iron pin found in the existing east margin of County Road 214, a right-of-way of varying width, for the most westerly southwest corner said 865,49 acre tract for the northwest corner of that tract described as a 1.12 acre "Old Mexican Cemetery" (no record found);

THENCE: with the east line of said County Road. 214 and the west line of said 865.49 acre tract and this tract in the following three (3) courses:

- 1. N 07°58'53" W 608.87 feet to a 1/2" iron pin found,
- 2. N 07°53'38" W 80.04 feet to a 1/2" Iron pln found,
- 3. N 07°29'30" W 421.60 feet to a 3/4" iron pin found for the southwest corner of that tract described as 3.18 acres in a General Warranty Deed granted to Williamson County, Texas, dated February 16, 1976 and recorded in Volume 629, Page 362 Deed Records, Williamson County, Texas and for an angle point in the west line of said 865.49 acre tract and the northwest corner of this tract;

THENCE: with the south line of said Williamson County tract and the west line of said 865.49 acre tract and the north line of this tract in the following two (2) courses:

- N 40°45'25" E 22.41 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set.
- N 68°17'19" E 26.96 feet to a 1/2" iron pln with a yellow plastic cap inscribed "CS, LTD" set for the northeast corner of this tract;

THENCE: Into and across said 865.49 acre tract with the east line of this tract in the following two (2) courses:

- 406.56 feet along a curve to the left, concave to the east, (△=09°22'06", r=2486.48 feet, lc bears S 03°23'35" E 406.10 feet), to a 1/2" Iron pln with a yellow plastic cap inscribed "CS, LTD" set,
- S 08°04'38" E 727.25 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the north line of said 1.12 acre Cemetery tract and the south line of said 865.49 acre tract for the southeast corner of this tract;

PAGE 2 OF 8

THENCE: S 83°27'21" W 15,50 feet with the north line of said 1.12 acre cemetery tract and the south line of said 865.49 acre tract and this tract to the point of Beginning and containing 0.45 acre of land.

Parcel 2B - 0.41 acre

BEGINNING at a 1/2" iron pln found in the existing east margin of said County Road 214 for an angle point in the west line of said 865.49 acre tract and the most northerly corner of said 3.18 acre tract and the the most southerly corner of said 77.5264 acre tract and the most easterly corner of this tract;

PAGE: 20F7

. .

THENCE: N 34°01'14" E 426.88 feet with the existing east margin of said County Road 214, the west line of said 865.49 acre tract and the east line of said 77.5254 acre tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, I.TD" set for the most northerly corner of this tract;

THENCE: Into 865.49 acre tract with the east line of this tract in the following two (2) courses:

- 1. S 26°11'42" W 100.73 feet to a 1/2" iron pln with a yellow plastic cap inscribed "CS, LTD" set.
- 413.77 feet along a curve to the left, concave to the east, (Δ=09°32'04", r=2486.48 feet, ic bears S 21°25'41" W 413.29 feet), to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the west line of said 865.49 acre tract and the northeast line of said 3.18 acre tract for the most southerly corner of this tract;

THENCE: N 19°40'19" W 128.82' with the northeast line of said 3.18 acre tract and the west line of said 865.49 acre tract and this tract to the point of Beginning and containing 0.41 acre of land.

Parcel 2C - 0.45 acre

BEGINNING at a 60D nall found in the existing east margin of said County Road 214 adjacent to the intersection of San Gabriel Ranch Road, a right-of-way of varying width, for an angle point of said 865.49 acre tract the southwest corner of this tract;

THENCE: in to said 865.49 acre tract with the existing east margin of said County Road 214 and the west line of this tract in the following four (4) courses:

- 1. N 42°01'41' E 31.54 feet to a 1/2" Iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 43°38'46" E 91.32 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" sel,
- N 43°57′26" E 53.12 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 46°08'30" E 49.00 feet to a 1/2" Iron pln with a yellow plastic cap inscribed "CS, LTD" set for the northwest corner of this tract;

PAGE 3 OF 8

THENCE: continuing in to said 865.49 acre tract S 50°34'03" E 66.07 feet with the north line of this tract to a to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the northeast corner of this tract;

THENCE: continuing in to said 865.49 acre tract S 39°25'57" W 278.30 feet with the east line of this tract to a to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the west line of said 865.49 acre tract for the southeast corner of this tract:

THENCE: with the west line of said 865.49 acre tract N 17°49'02" W 100.02 feet to the point of Beginning and containing 0.45 acre of land.

Parcel 2D - 0.03 acre

BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the existing east margin of said County Road 214 and the east line of said 77.5254 acre tract and the west line of said 865.49 acre tract for the south corner of this tract, from which a 1/2" iron pin found in the existing east margin of said County Road 214, for an angle point in the west line of said 865.49 acre tract, the most southerly corner of said 77.5254 acre tract and the most northerly corner of said 3.18 acre tract bears S 34°01'14" W 426.88 feet;

THENCE: in to said 77.5254 acre tract, N 26°11'43" E 152.37 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the most northerly corner of this tract;

PAGE: 3 OF 7

THENCE: continuing in to said 77.5254 acre tract S 23°58'06" E 24.47 feet to a calculated point in the west line of said 865.49 acre tract and the east line of said 77.5254 acre tract for the most easterly corner of this tract;

THENCE: S 34°01'15" W 137.98 feet with the west line of said 865.49 acre tract and the east line of said 77.5254 acre tract to the point of Beginning and containing 0.03 acre of land.

Bearings cited hereon based on Grid North, Texas State Plane Coordinate System, Central Zone NAD83(93).

Castleberry Surveying, Ltd. 3613 Williams Drive, Suite 903

Georgetown, Texas 78628

Clyde C. Castleberry Jr.

Registered Professional Land Surveyo

CCC/jlu

PARCEL 2A

LAND TITLE SURVEY TO ACCOMPANY
FIELD NOTES FOR
O.45 ACRE OUT OF THE
RICHARD WEST SURVEY,
ABSTRACT NO. 643,
WILLIAMSON COUNTY, TEXAS.

This survey is made in accordance with the current Texas Surveyors Association Standards and Specifications for a Catagory 1c, Condition II Survey. This survey has been prepared in connection with the purchase of the property and the issuance of title insurance; and the addresses in this certificate have relied upon the contents of this survey in connection with the immediately recited purposes for which this survey has been prepared.

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 07'53'38" W	80.04'
(REC)	(N 06'43'49" W)	(79.97')
12	N 40'45'25" E	22.41
(REC)		(22.33')
L3	N 68'17'19" E	26.96'
(REC)	(N 68'18'20" E)	
L4	S 83'27'21" W	15.50'
(REC)	(\$ 84'46'22" W)	

SUNDANCE RANCH CAB. O, SL, 55 P.R.W.C.

FENCE TIES (F.T.)
DESIGNATED WITH A "+"
INDICATE FENCES WITHIN
PROPERTY LINES, FENCE
TIES WITH A "-" INDICATE
FENCES OUTSIDE PROPERTY
LINES,

CURVE TABLE

NUMBER	DELTA	RADIUS			DIRECTION
C1	09'22'06"	2486,48	406.56	406.10	\$ 03°23'35" E

LEGEND

•	1/2" IRON PIN FOUND (UNLESS OTHERWISE NOTED)
0	1/2" IRON PIN SET W/YELLOW PLASTIC CAP "CS, LTD."
Ð	BURIED TELEPHONE LINE
	SIGN
P.R.W.C.	PLAT RECORDS WILLIAMSON COUNTY
D.R.W.C.	DEED RECORDS WILLIAMSON COUNTY
O.W.R.Q.O	OFFICIAL PUBLIC RECORDS WILLIAMSON CO

ERTIFY: TEXAS AMERICAN TITLE CO./TEXAS LAND FUND NO. 6, L.P./MILLIANSON COUNTY/OF NO. 9001-08-1436

No portion of this area to shown to be in a special flood hazard area per FEMA's Flood insurance Rate Map #484910 0250 E, doted September 26, 2008, however at present time, no stevations, drainage or flood studies have been performed and the information is based solely upon said map. The surveyor does not assume responsibility as to any information provided by said map and does not represent the accuracy or inacouracy of said map. This flood statement does not imply that property and/or the structures there on will be free of flooding or flood damage.

STATE OF TEXAS

SKNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSONS

That I, Clyde C. Castleberry, Jr., a Registered Professional Land Surveyor in the State of Texas, have caused to be performed an on-the-ground survey under my supervision of the foregoing platted tract of land and to the best of my knowledge and belief there are no discrepancies, conflicts, shortages in area, encreachments, visible utility lines or roude in place, and that said property has access to and from a dedicated readway, except as shown hereon.

CLYDED ASTLEBERRY JR. 4835

SUBJECT TO: 1.) BLANKET PIPELINE EASEMENT TO SEMINOLE PIPELINE COMPANY 828/327.

ROAD

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.) BLANKET UTILITY ESM.T TO CHISHOLM TRAIL SUD 2548/63.

SHEET 5

SHEET 4

TEXAS LAND FUND NO. 6, L.P. DOC. NO. 2008076591 O.P.R.W.C.

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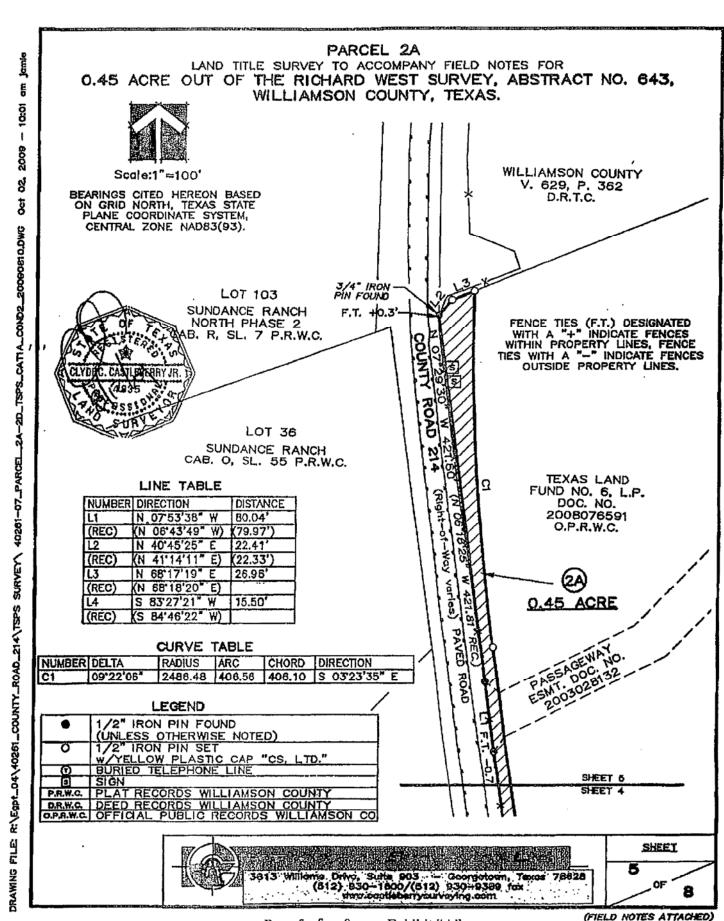
Scale:1"=100'

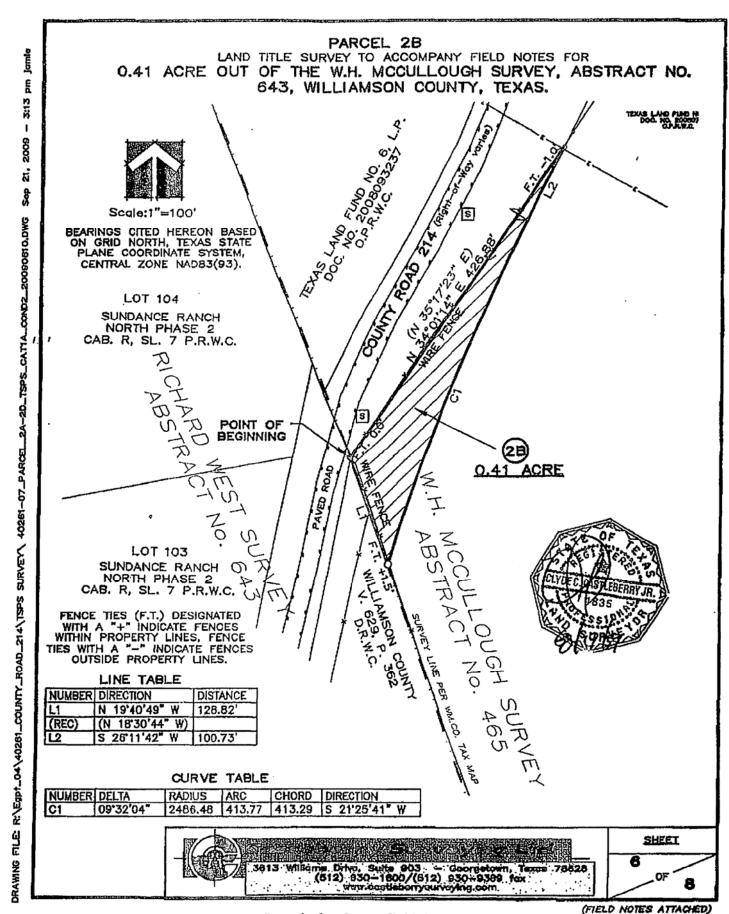
POINT OF BEGINNING

83°27'21" E 138.53' 84°46'22" W 138.82') LAS TRES MARIAS CEMETERY

CEMETERY q.k.a. "THE OLD MEXICAN CEMETERY"

3613 州川南市 Drive, Sulto 903 — Georgetown, Texps 78628 (612) 930—1900/(612) 930-9389 fox www.eqsticborryeurloying.com SHEET 4 OF 8





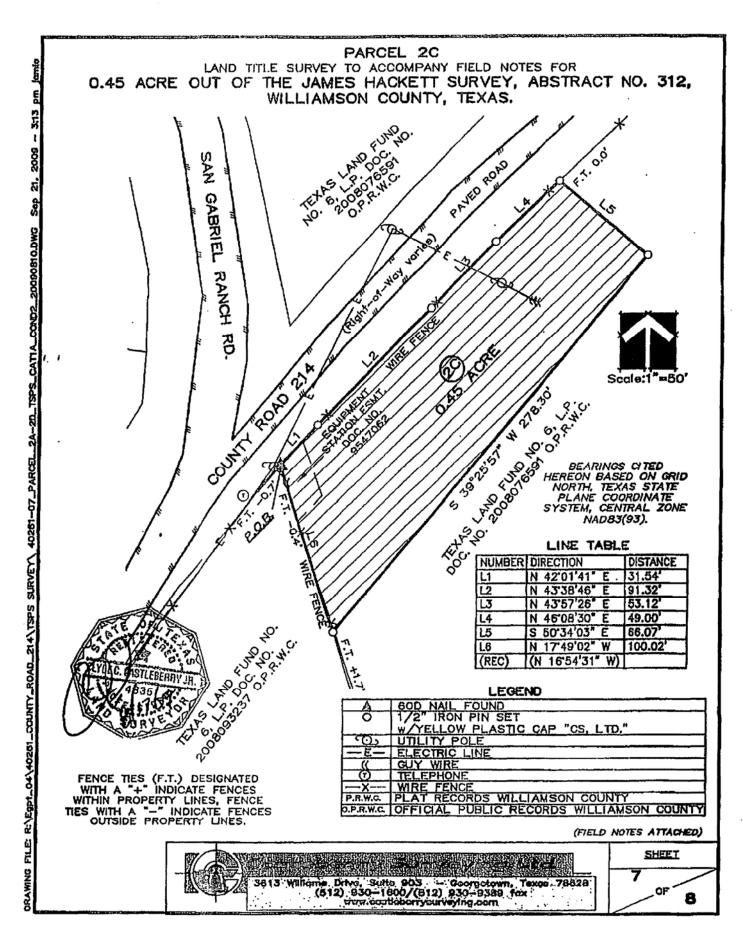


EXHIBIT "B"

FIELD NOTES

JOB NO; R:\Egpt_04\40261_COUNTY_ROAD_214\DOCUMENTS\Fleid Notes\40261-

07_PARCEL_6A-6E_CAT1A_COND2_20090810.doc

DATE: August 12, 2009

PAGE: 1 OF 12 (Exhibit Atlached)

PARCELS 6A-6E 5.68 ACRE

Being 5.68 acres of land situated in Williamson County, Texas, out of the William H. McCullough Survey, Abstract No. 465 and the James Hackett Survey, Abstract No. 312 and being a portion of that tract described as 77.5254 acres in a General Warranty Deed dated December 11, 2008, granted to Texas Land Fund No. 6, L.P. and recorded as Document No. 2008093237, Official Public Records of Williamson County, Texas, and further described by metes and bounds as follows:

Parcel 6A - 0.04 acre

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BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set in the existing west margin of County Road 214 for the most southerly corner of this tract, from which a 1/2" iron pin found for the north corner of that tract described as 3.18 acres in a General Warranty Deed dated February 16, 1976 granted to Williamson County and recorded as Volume 629, Page 362, Deed Records of Williamson County, Texas and the most southerly corner of said 77,5254 acre tract bears S 09°26'52" W 204.03 feet:

THENCE: in to said 77.5254 acre tract, in the following six (6) courses,

- 126.85 feet along a curve to the right and concave to the southeast (Δ=02°47′19°, r=2606.48, ic bears N 24°48′04° E 126.84 feet) to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set for an angle point of this tract,
- N 26°11'43" E 147,61 feet to a 1/2" iron pln with a yellow plastic cap inscribed "CS, LTD." set in the existing west margin of said County Road 214 for the most northerly corner of this tract;
- S 13°34'52" W 9.06 feet with the existing west margin of said County Road 214
 to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set for an angle
 point of this tract,
- continuing with the west margin of said County Road 214, S 21°33'13° W 89.47
 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set for an
 angle point of this tract,
- continuing with the west margin of said County Road 214, S 27°23'15" W 113.91
 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set for an
 angle point of this tract,
- continuing with the west margin of said County Road 214, S 29°38'23" W 62,62 feet to the point of Beginning and containing 0,04 acre of land.

Parcel 68 - 0.16 acre

BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the existing west margin of County Road 214 for the most northerly corner of this tract, from which a 1/2" iron pin found for the southeast corner of Lot 156 of Sundance Ranch North, Phase Two, a

PAGE: 2 OF 12 (Exhibit Attached)

subdivision to Williamson County, Texas, and recorded In Cabinet R, Slides 7-11, Plat Records of Williamson County, Texas bears N 24°45'56' E 1214.23 feet;

THENCE, with the existing west margin of County Road 214, Into said 77.5254 acre tract in the following six (6) courses:

- S 17°58'20" W 32.27 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set.
- S 17°15'20" W 98.90 feet to a 1/2" fron pin with a yellow plastic cap inscribed "CS, LTD" set.
- S 19°23'06" W 93.97 feet to a 1/2" Iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- S 34°38'32" W 96.41 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- S 36*13'27" W 49.19 feet to a 1/2" Iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- S 36°12'31" W 48.30 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTO" set for the most southerly corner of this tract;

THENCE, continuing into said 77.5254 acre tract, N 26°11'43" E 414.32 feet to the point of Beginning and containing 0.16 acre of land.

Parcel 6C - 0.09 acre

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BEGINNING at a 1/2" fron pin with a yellow plastic cap inscribed "CS, LTD." set in the existing west margin of County Road 214 for an angle point in the northwest line of said 77.5254 acre tract and the northwest corner of this tract, from which a 1/2" fron pin found for the northeast corner of Lot 156, Sundance Ranch North, Phase Two, as recorded in Cabinet R, Slide 7, Plat Records of Williamson County, Texas, bears N 00°57′09" W 38.13 feet;

THENCE: S 72°48'47" E 22.82 feet with the existing west line of said County Road 214 and the west line of said 77.5254 acre tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set for the northeast corner of this tract;

THENCE: In to said 77,5254 acre tract in the following five (6) courses:

- continuing with the existing west margin of said County Road 214, S 29°53'00" W 241.53 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set for an angle point of this tract,.
- continuing with the existing west margin of said County Road 214, S 29°45'45" W 48.27 feet to a 1/2" iron pln with a yellow plastic cap inscribed "CS, LTD." set for an angle point of this tract;
- continuing with the existing west margin of said County Road 214, S 29°57'53" W 60.77 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD." set in the existing west line of said county road for the south corner of this tract;
- N 26°11'43° E 346.27 feet with the west line of this tract to the point of Beginning and containing 0.09 acre of land.

PAGE: 3 OF 12 (Exhlbit Attached)

Parcel 6D - 1.96 acres

. .

BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the east

margin of said County Road 214 for the most southerly corner of this tract, from which a 1/2" Iron pin found in the existing east margin of said County Road 214 for the north corner of said 3.18 acre Williamson County tract and the most southerly corner of said 77,5254 acre tract bears S 23°57'57" E 24.47 feet, S 34°01'15" W 137.98 feet and S 34°01'14" W 426.88 feet;

THENCE: into said 77.5254 acre tract in the following twenty (20) courses:

- N 23°57'57" W 78.31 feet to a 1/2" Iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 26°21'28" E 34.73 feet to a 1/2" Iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 28°09'15" E 93.39 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS. LTD" set.
- N 28°12'25" E 103,86 feet to a /2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 30°58'52" E 100.46 feet to a /2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 21°57'52" E 152.82 feet to a 1/2" fron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 21°33'44" E 50.39 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 14°55'43" E 7.86 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- S 78°31'01" W 13.51 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 14°33'30" E 27.17 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- 11. N 15°30'20" E 23.52 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- 12. N 21°22'36" E 27.55 feet to a 1/2" Iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 21°54'36" E 80.53 feet to a 1/2" fron pin with a yellow plastic cap inscribed "CS, LTD" set,
- 14. N 28°51'21" E 76.80 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 29°04'05" E 62.40 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 32°12'31" E 199.69 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 28°15'17" E 204.47 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the northwest line of said 77.5254 acre tract,
- N 52°18'31" E 114.81 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set.
- N 40°51'12" E 20.36 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the most northerly corner of this tract;
- S 26°11'43' W 1406.29 feet to the point of Beginning and containing 1.96 acres of land.

PAGE: 4 OF 12 (Exhibit Atlached)

Parcel 6E - 3,43 acres

BEGINNING at a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the existing east margin of County Road 214, a right-of-way of varying width, for an angle point in the northwest line of said 77.5254 acres for the most southerly corner of this tract;

THENCE: with the existing east margin of sald County Road 214 and the northwest line of sald 77.5254 acre tract and this tract in the following six (6) courses:

- N 24°29'51" E 344.05 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 35°00'59" E 602.10 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 46°14'45" E 317.11 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 39°38'21" E 579.65 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- N 34°34'16" E 282.05 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- 6. N 39°13'58° E 88.96 feet to a nail found in a fence post in the west line of that tract described as 865.49 acres in a Special Warranty Deed granted to Texas Land Fund No. 6, L.P. And recorded in Document No. 2008076591 said official public records and for the most northerly corner of said 77.5254 acre tract and this tract;

THENCE: S 17°49'02" E 100.02 feet with the west line of said 865.49 acre tract and the northeast line of said 77.5254 acre tract and this tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the northeast corner of this tract;

THENCE: Into and across said 77.5254 acre tract with the east line of this tract in the following five (5) courses:

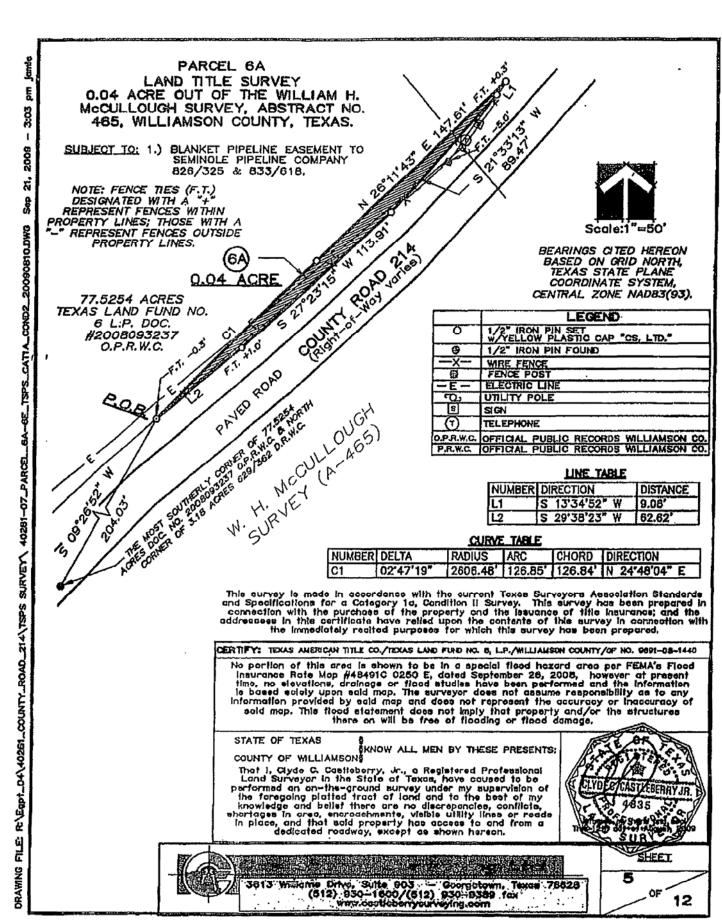
- S 39°25'57" W 1590.56 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- 317.06 feet along a curve to the left, concave to the southeast, (△=13°14'14", r=1372.36 feet, ic bears S 32°48'50" W 316.35 feet), to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
- S 26°11'44" W 109.16 feet to a 1/2' Iron pin with a yellow plastic cap inscribed "CS, LTD" set for the southeast corner of this tract,
- S 40°51'09" W 20.36 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set,.
- S 52°18'31" W 114.61 feet to the point of Beginning and containing 3.43 acres of land.

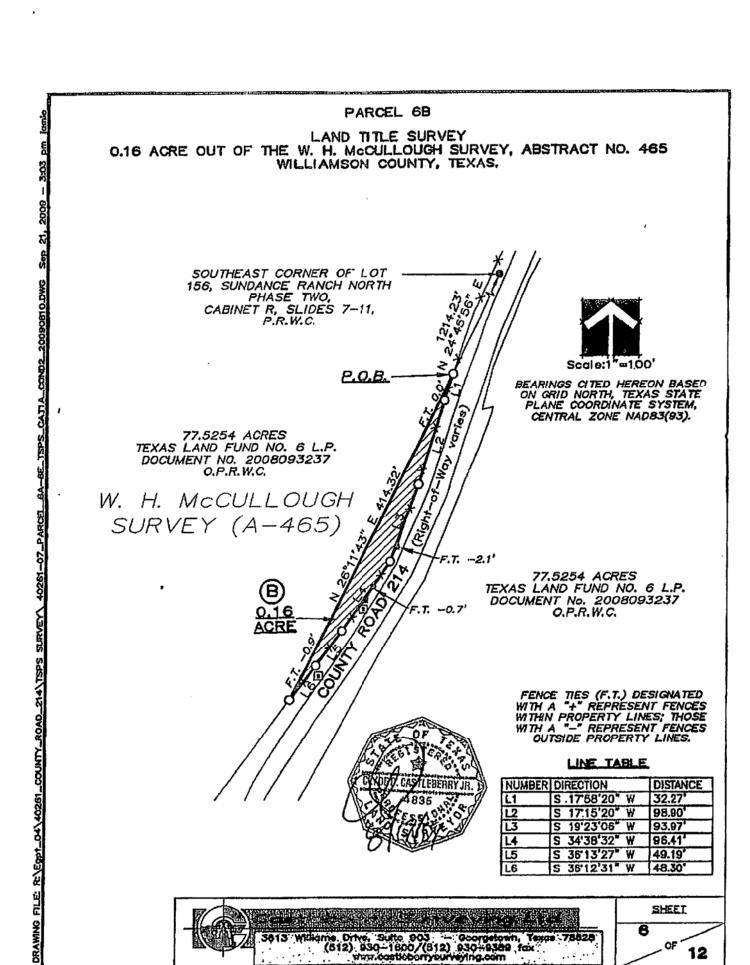
Bearings cited hereon based on Grid North, Texas State Plane Coordinate System, Central Zone NAD83(93).

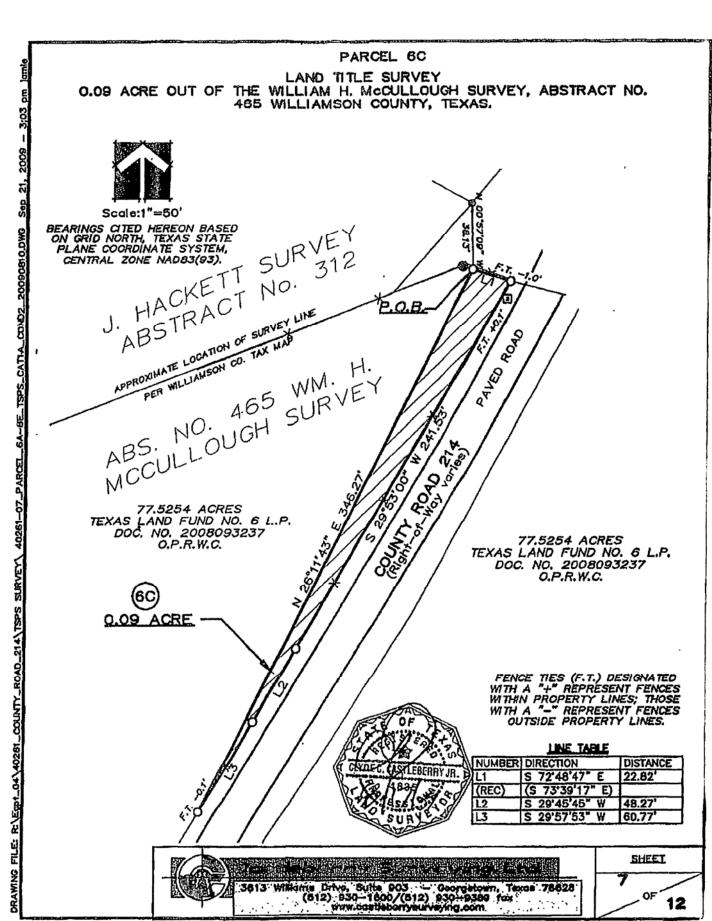
Clyde C. Castleberry, Ja

Registered Professional Land Surveyor No

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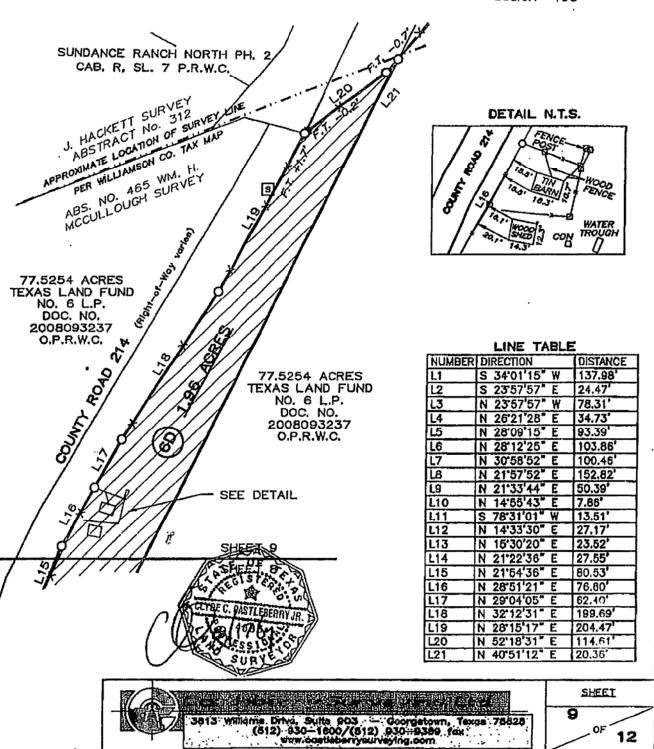
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DRAWING



Scale:1"=100'

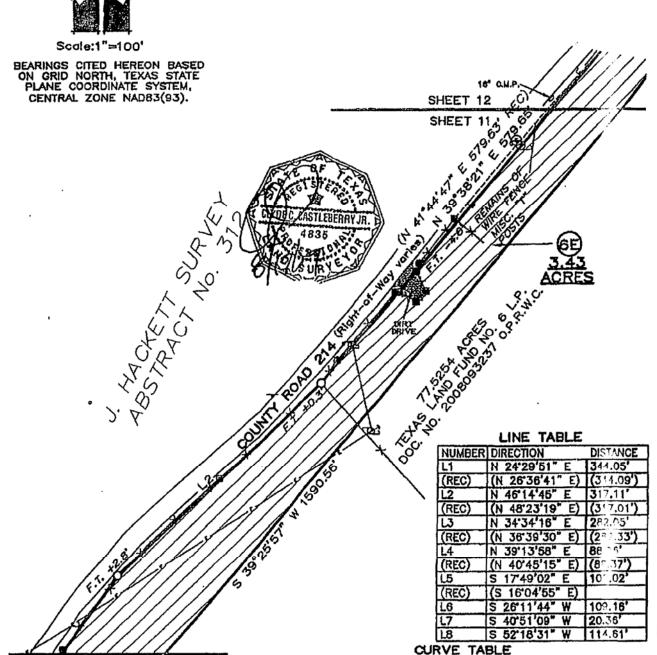


12

PARCEL 6E LAND TITLE SURVEY

3.43 ACRES OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO 312, WILLIAMSON COUNTY, TEXAS.





Texas: 78828

NUMBER DELTA

RADIUS

1372.36

ARC

317.06 316.35 S

SI

32,48

CHORD DIRECTIO

(FIELD NOTES . ITACHED)

EXHIBIT "C"

FIELD NOTES

JOB NO: R:\Egpt 04\40261_COUNTY ROAD 214\DOCUMENTS\Field Notes\40261-07_PARCEL_6F-

6i CATIA COND2 20090831.doc

DATE: August 12, 2008

PAGE: 1 OF 6

(EXHIBIT ATTACHED)

PARCEL 6F-6 .09 ACRE

Being .09 acre of land situated in Williamson County, Texas, out of the William H. McCullough Survey, Abstract No. 465 and the James Hackett Survey, Abstract No. 312 and being a portion of that tract described as 77.5254 acres in a General Warranty Deed dated December 11, 2008, granted to Texas Land Fund No. 6, L.P. And recorded as Document No. 2008093237, Official Public Records of Williamson county, Texas, and further described by metes and bounds as follows:

PARCEL 6F **0.08 ACRE**

1 1

BEGINNING at a calculated point within said 77.5254 acre tract, said point being in the proposed east right-of-way line of County Road 214 (right-of-way varies) and the east line of proposed Parcel 6D, from which a 1/2" iron pin found in the existing east margin of said County road 214 for the north corner of that tract described as 3.18 acres in General Warranty Deed dated February 16, 1976 granted to Williamson County and recorded as Volume 629, Page 362, Deed Records of Williamson County, Texas and the most southerly corner of said 77.5254 acre tract bears S 26°11'43" W 70.15 feet, S 23°57'57" E 24.47 feet, S 34°01'15' W 137.98 feet, and S 34°01'14" W 426.88 feet;

THENCE: into said 77.5254 acre tract in the following six (6) courses:

- N 26°11'43° E 218.33 feet to a calculated point for an angle point of this tract;
 N 56°11'43° E 74.41 feet to a calculated point for the most northerly corner of this tract;
- 3. S 33°48'17" E 18.00 feet to a calculated point for the most easterly corner of this tract;
- 4. S 56°11'43" W 85.59 feet to a calculated point for an angle point of this tract;
- 5. S 26°11'43" W 199.65 feet to a calculated point for the most southerly corner of this tract;
- 6. N 63°48'17" W 10.00 feet to the point of Beginning and containing 0.08 acre of land.

PARCEL 6G 200 SQ. FT.

BEGINNING at a calculated point within said 77.5254 acre tract, said point being in the proposed cast right-of-way line of County Road 214 (right-of-way varies) and the east line of proposed Parcel 6D, from which a 1/2" iron pin found in the existing east margin of said County road 214 for the north corner of that tract described as 3.18 acres in General Warranty Deed dated February 16, 1976 granted to Williamson County and recorded as Volume 629, Page 362, Deed Records of Williamson County, Texas and the most southerly corner of said 77.5254 acre tract bears S 26°11'43" W 950.04 feet, S 23°57'67" E 24.47 feet, S 34°01'15" W 137.98 feet, and S 34°01'14" W 426.88 feet;

THENCE: into said 77.5254 acre tract in the following four (4) courses:

- 1. N 26°11'43" E 20.00 feet to a calculated point for the most northerly corner of this tract;
- 2. S 63°48'17" E 10.00 feet to a calculated point for the most easterly corner of this tract;
- 3 S 26°11'43" W 20.00 feet to a calculated point for the most southerly corner of this tract;
- N 63°48'17" W 10,00 feet to the point of Beginning and containing 200 square feet of land.

FIELD NOTES

JOB NO: R:\Egpt_04\40261_COUNTY_ROAD_214\DOCUMENTS\Field Notes\40261-07_PARCEL_6F-6i CATIA COND2_20090831.doc

DATE: August 12, 2008

PAGE: 2 OF 6

(EXHIBIT ATTACHED)

PARCEL 6H 200 SQ. FT.

BEGINNING at a calculated point within said 77.5254 acre tract, said point being in the proposed east right-of-way line of County Road 214 (right-of-way varies) and the east line of proposed Parcel 6D, from which a nail found in a fence corner post in the west line of that tract described as 865.49 acres in a Special Warranty Deed granted to Texas Land Fund No. 6, L.P. And recorded in Document No. 2008076591 said Official Public Records and the most northerly corner of said 77.5254 acre tract bears N 39°25'57" W 1166.88 feet and N 17°49'04" W 100.02 feet;

THENCE: into said 77.5254 acre tract in the following four (4) courses:

- 1. S 50°34'03" E 10.00 feet to a calculated point for the most easterly corner of this tract,
- 2. \$ 39°25'57" W 20,00 feet to a calculated point for the most southerly corner of this tract,
- 3. N 50°34'03" W 10.00 feet to a calculated point for the most westerly corner of this tract,
- 4. N 39°25'57" E 20,00 feet to the point of Beginning and containing 200 square feet of land.

PARCEL 6| 150 SQ. FT.

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BEGINNING at a calculated point within said 77.5254 acre tract, said point being in the proposed east right-of-way line of County Road 214 (right-of-way varies) and the east line of proposed Parcel 6E, from which a nail found in a fence corner post in the west line of that tract described as 865.49 acres in a Special Warranty Deed granted to Texas Land Fund No. 6, L.P. And recorded in Document No. 2008076591 said Official Public Records and the most northerly comer of said 77.5254 acre tract bears N 39°25'57" W 469.38 feet and N 17°49'04" W 100.02 feet;

THENCE: into and across said Lookout Partners 7.2865 acre tract in the following four (4) courses:

- 1. S 50°34'03" E 10.00 feet to a calculated point for the most easterly corner of this tract,
- 2. \$ 39°25'57" W 15.00 feet to a calculated point for the most southerly corner of this tract,
- 3. N 50°34'03" W 10.00 feet to a calculated point for the most westerly corner of this tract,
- 4. N 39°25'57" E 15.00 feet to the point of Beginning and containing 150 square feet of land.

Bearings cited hereon based on Grid North, Texas State Plane Coordinate System, Central Zone NAD83(93).

Castleberry Surveying, Ltd.

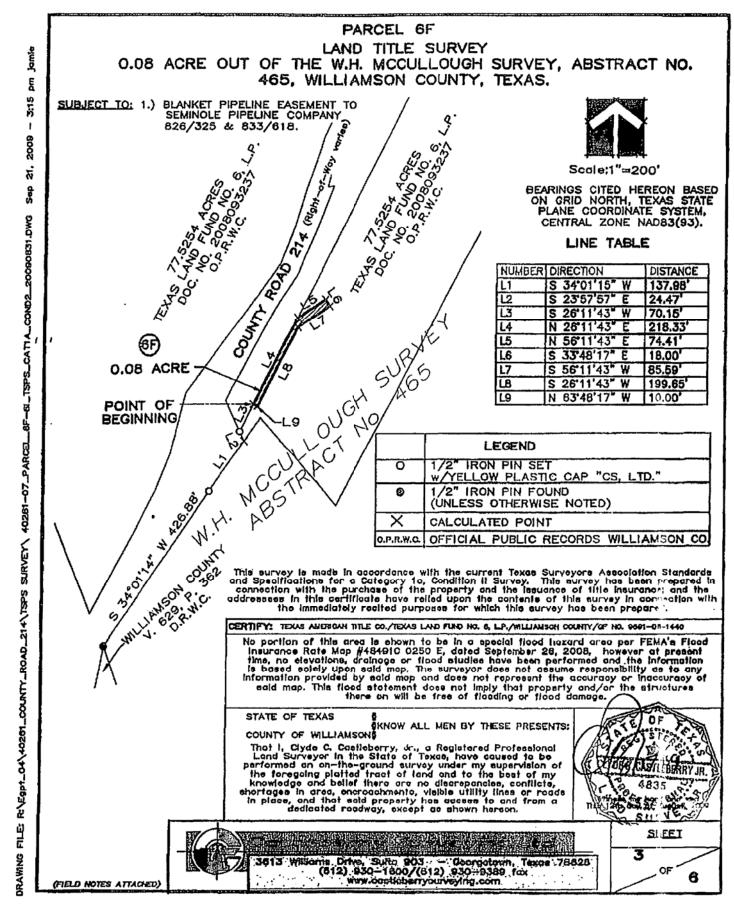
3613 Williams Drive, Suite 903 Georgetown, Texas 78628

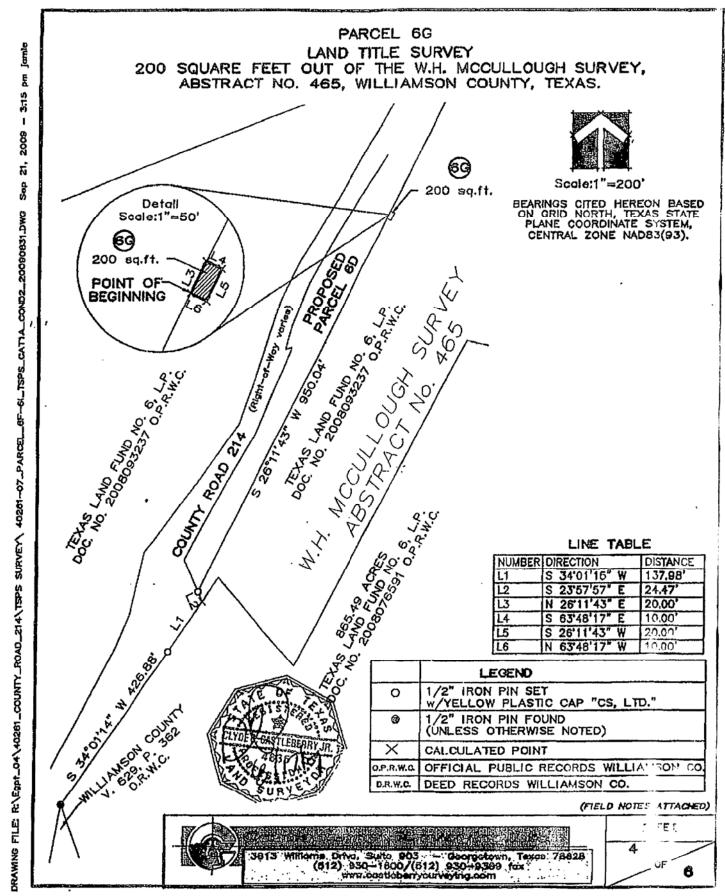
Clyde C. Castleberry Jr.

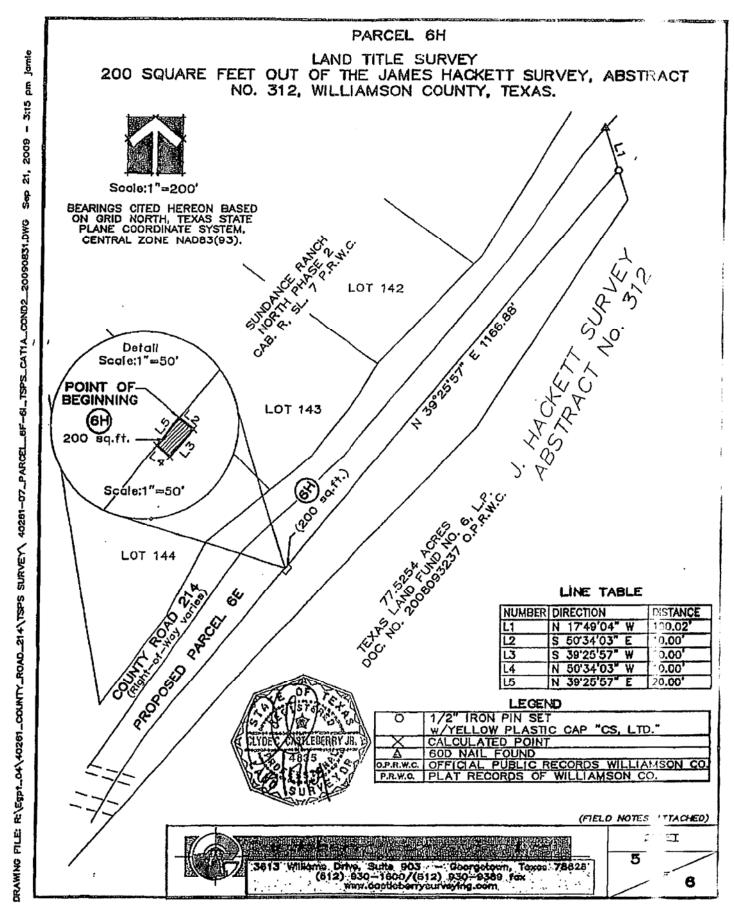
Registered Professional Land Surveyor No. 48

GYDEC CASTLEBERRY M.
4835

CCC/jlu







PARCEL 61

LAND TITLE SURVEY

150 SQUARE FEET OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, WILLIAMSON COUNTY, TEXAS.

