RIGHT OF ENTRY, POSSESSION, USE AND CONSTRUCTION AGREEMENT

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STATE OF TEXAS

COUNTY OF WILLIAMSON

Robinson Land Limited Partnership, a Texas limited partnership; Robinson 1990 Land Limited Partnership, a Texas limited partnership, a Texas limited partnership, a Texas limited partnership; GER Land Partnership, Ltd., a Texas limited partnership and Robinson Ranch, a Texas general partnership (collectively, "Owners") are the owners of the remainder of an approximately 612.50 acre tract of land in Williamson County, Texas (the "Entire Tract"), as more fully described in the deed recorded in Volume 2251, Page 635, Official Records of Williamson County, Texas.

Williamson County, Texns ("Licenseg") has advised Owners that it intends to acquire fee simple title to the portions of the Entire Tract which are described on Exhibit A, Exhibit B and Exhibit C, attached hereto and incorporated herein by reference (collectively, the "Right of Wav Parcels") for the purpose of improving O'Connor Drive and constructing related appurtenances (the "Roadway Improvements"), either by purchase under the threat of condemnation or, if Owners and Licensee are unable to agree on the terms of a purchase, through condemnation. Licensee has also advised Owners that Licensee must have possession of the Right of Way Parcels at an earlier date than would be possible through formal condemnation proceedings in order to meet contractual and construction schedules for the Roadway Improvements.

Owners, as an accommodation to Licensee, are willing to allow Licensee to take possession of the Right of Way Parcels on the terms of this Right of Entry, Possession, Use and Construction Agreement (this "Agreement") in recognition of the fact that Owners and Licensee are currently negotiating, in good faith, on the fair market value of the Right of Way Parcels and any damage to the portion of the Entire Tract located outside of the Right of Way Parcels (the "Remainder").

Therefore, for good and valuable consideration, Owners and Licensee agree as follows:

- 1. Right of Entry. Upon (i) full execution of this Agreement and (ii) Licensee's payment to Owners of the sum of \$2,716,733 (the "Deposit"), plus the sum of \$128,891 to cover Owners' costs of re-feneing the boundaries of the Right of Way Parcels as described in Section 4.(e), below (the "Fencing Payment"), and subject to the terms of this Agreement, Licensee, its contractors and assignees may enter upon the Right of Way Parcels for the purpose of surveying, site review and analysis, utility relocation, and actual construction prior to the acquisition of fee title to the Right of Way Parcels through condemnation or purchase. Licensee agrees to provide Owners with the name and the phone number of the project manager for each contractor or assignee who will perform work within the Right of Way Parcels including utility relocation personnel or any other agents or representatives of Licensee (individually a "Contractor") before that Contractor enters onto the Right of Way Parcels, and to require each Contractor to comply with the insurance, indemnity and special provisions set forth in paragraph 4 of this Agreement.
- 2. <u>Plans and Information to be Furnished</u>. Licensee agrees to provide Owners with a copy of all plans and specifications for the Roadway Improvements as well as for any water line and/or wastewater line which Licensee or its assignees intend to construct within the Right of Way Parcels. Further, Licensee agrees to provide Owners with a copy of all agreements, contracts and permits in Licensee's possession or control that relate to the Roadway Improvements, the Right of Way Parcels or any proposed or contemplated use by Licensee of any portion of the Remainder, including any use for environmental mitigation purposes.

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Licensee's Rights. Licensee will have the full and exclusive right, within the boundaries of the Right of Way Parcels, to control and use the Right of Way Parcels, including the right to remove improvements; to erect and maintain fencing, traffic and pedestrian control devices, and signs; the right to clear trees and vegetation and the right to excavate, treneh, fill, and grade, and to construct utilities and roadways. Utility construction will include the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, and gas lines and related facilities. Road construction will include the grading, cutting, and filling of the existing ground elevation; the temporary stockpiling of necessary materials; the placement of earthen fill for necessary lateral support; the channelization of existing grade to accommodate storm water runoff; the construction of an open or enclosed drainage ways and related facilities; the construction of curb and gutter systems and bridge structures or grade separations, if applicable; and the laying of road base and the placement of finished grade course material. Licensee and all of its Contractors must confine their work to the Right of Way Parcels, and may not use or enter any portion of the Remainder for access or any other purpose. If Owners currently have access to service or are entitled to access to service from any utilities which are existing or which are constructed under the terms of this Agreement, Owners will be entitled to continue to receive or access such service from the existing and any newly constructed utilities.

Lieensee's Obligations; Liability; Insurance.

- (a) Licensee will be liable for all damage or injury to persons or property resulting from the activities of Licensee, its agents, employees, assignees, contractors, subcontractors, or other parties in coming upon or about the Entire Tract in connection with Licensee's activities under this Agreement.
- (b) Licensee will obtain, and maintain in full force and effect, at all times during the tenn of this Agreement, and will require each Contractor to obtain and maintain in effect at all times during which such Contractor is performing work on or within the Right of Way Parcels, a policy or policies of insurance which name Owners, jointly and severally, as additional insureds and which complies with the requirements of the Indemnity and Insurance Agreement attached as **Exhibit D**. This liability insurance will provide that it may not be canceled without at least 30 days written notice to Owners, and a certificate of insurance, confirming the required coverage, must be provided to Owners prior to Licensee or the Contractor in question entering upon or commencing any construction activity on the Right of Way Parcels.
- (c) Licensee and each Contractor, by entering onto the Property, will be deemed to agree to indemnify and hold harmless Owners, jointly and severally, from and against any and all claims for personal injury and damages to the property of third parties that may arise out of its entry upon and use of the Right of Way Parcels. Licensee and each Contractor will be solely responsible for the safety of all of its employees, contractors, consultants, invitees and agents who enter onto the Right of Way Parcels.
- (d) Licensee will require each Contractor to execute and deliver to Owners an Indemnity and Insurance Agreement in the form attached as <u>Exhibit D</u> and an agreement to comply with the Special Conditions to Entry attached as <u>Exhibit E</u> prior to entering upon or commencing any construction activity on the Right of Way Parcels.
- (e) Licensee acknowledges that the Entire Tract is currently used for cattle grazing and agrees to keep all gates closed except when in actual use as permitted under this Agreement. Licensee has advised Owners that the second phase of the Roadway Improvements will be constructed in the future, and that the schedule for such construction has not yet been determined. Licensee agrees that Owners may continue to use the portion of the Right of Way Parcels which will be utilized for the second phase of the Roadway Improvements for cattle grazing until construction of the second phase is begun. At least 30 days prior to commencement of any construction of the portion of the Right of Way Parcels

which will be utilized for the second phase of the Roadway Improvements, Licensee will (i) cause the boundary of the remainder of the Right of Way Parcels to be staked on the ground, and (ii) give written notice to Owners when the staking is completed in order to enable Owners to construct fencing on the staked boundary and remove any cattle from the portion of the remainder of the Right of Way Parcels. The Fencing Payment described in Paragraph 1 will constitute full compensation to Owners for the reconstruction of fencing on the Right of Way Parcels as described above, and Licensee will have no responsibility for any costs of such reconstruction in excess of the Fencing Payment; however, Licensee will be responsible for and agrees to pay the cost of the staking of the boundary of the Right of Way Parcels as described above and the cost of repairing any damage to Owners' fencing caused by Licensee or its Contractors.

- Reservation of Owners' Rights. This Agreement will not prejudice, in any way, to Owners' right to receive full and just compensation for the Right of Way Parcels, including any improvements thereon, and for any damage to the Remainder. By entering into this Agreement, Owners do not waive any legal rights, causes of action, claims, demands or defenses under the Constitution of the United States, the Constitution and statutes of the State of Texas, the common law or any other provision of law or equity that Owners may have in connection with Licensee's exercise of its power of eminent domain, including Owners' right to contest procedural issues and Owners' rights relating to damages to and compensation for the Remainder. Owners expressly reserve, and do not waive, any claim Owners may have for damages if any activity permitted under this Agreement (i.e., channelization of existing grade to accommodate storm water runoff, grade separations, etc.) affects or creates a situation or condition that is detrimental to the value of the Remainder. Owners reserve the right to challenge, contest or appeal any aspect of the proceedings for acquisition, excluding only Licensee's authority to condemn. Neither Owners nor Licensee waives any of its legal rights, including any right to appeal or otherwise complain of any award by the Special Commissioners or a court of competent jurisdiction. Owners expressly reserve fee title to the Right of Way Parcels, and the rights and privileges granted by this Agreement will automatically terminate upon the closing of the sale of the Right of Way Parcels to Licensee and conveyance by Owners of fee title to the Right of Way Parcels to Licensee, or the rendition of a final judgment in condemnation by a court of competent jurisdiction; provided, however, the indemnity and insurance provisions of this Agreement will survive any such elosing, sale or conveyance as to any liability or claim relating to or arising out of any occurrence prior to such conveyance or rendition.
- 6. Negotiation: Timing. Licensee agrees to negotiate with Owners in good faith with respect to the value of the Right of Way Parcels, the damage to the Remainder and any other related issues. If the parties fail to reach an agreement within 60 days from the date of this Agreement, Owners may, at their option, at anytime thereafter, notify Licensee in writing that they desire that Licensee file a condemnation action and immediately ask the Court to appoint Special Commissioners and schedule a hearing at the earliest practical time. Licensee agrees to initiate condemnation proceedings within 60 days of the date of delivery of such notice from Owners, and will schedule a hearing at the earliest possible date. Licensee further agrees that it will not seek to delay or continue the hearing and will take all procedural steps necessary to ensure that the hearing is held in a timely manner, without any delays caused by Licensee.
- 7. <u>Date of Taking; Application of Deposit.</u> For negotiation or condemnation purposes, Owners and Licensee agree to and hereby designate the date of taking (on which the value of the Right of Way Parcels is to be determined, and any damages to the Romainder are to be assessed) as of the date any award rendered by the Special Commissioners is deposited by Licensee in the registry of the court. The Deposit will be credited against the negotiated purchase price of the Right of Way Parcels at closing or the amount of the Special Commissioner's award, whichever is applicable.
- 8. <u>Deposit of Award</u>. Licensee agrees to deposit the balance of any award of the Special Commissioners, after application of the credit for the Deposit, in the registry of the court within 30 days of the date the Special Commissioners' award is filed with the court. This Agreement will expire 30 days after the filing

of a Special Commissioners' award covering all of the Right of Way Parcels and damages to the Remainder unless Licensee deposits the Special Commissioners' award in accordance with Texas law governing possession in a statutory eminent domain case by such date, however, the insurance and indemnity provisions of this Agreement will survive any such termination as to any liability claim to or arising out of any occurrence prior to the date of termination.

- 9. <u>Use of Remainder; Damage to Other Property.</u> Licensee acknowledges that the Entire Tract is currently leased and used for ranching operations, and agrees that all activities on the Right of Way Parcels will be conducted in a manner in order to minimize interference with or interruption of the ranching operations, or access to the Remainder by Owners and their tenant. Licensee will be responsible for either the immediate correction of, or prompt reimbursement of Owners for, any damage to any fencing, livestock, or any property of Owners, their tenant, or their agents or employees caused by the activities of Licensee or any of Licensee's Contractors which are not authorized by the express terms of this Agreement.
- 10. Effect of Agreement. The provisions of this Agreement will survive the termination of any purchase agreement between Owners and Licensee covering the Right of Way Parcels and the institution of any condemnation proceedings by Licensee relating to the Right of Way Parcels. This Agreement will terminate and merge into the closing of any negotiated sale of the Right of Way Parcels and/or any final judgment in connection with any condemnation proceeding covering the Right of Way Parcels; however, the insurance and indemnity provisions of paragraph 4 will survive any such closing or final judgment as to any liability or relating to or arising out of any claim or occurrence prior to such closing or judgment. Neither this Agreement nor any of its terms may be admitted as evidence or other wise used in any future legal proceedings relating to Owners' compensation for the Right of Way Parcels or any damage to the Remainder.
- 11. Authority. The parties each represent and warrant to the other that the signatories to this Agreement have the requisite power and authority to enter into this Agreement, to perform their respective obligations hereunder, and to complete the transactions contemplated by this Agreement. The parties have each taken all action, corporate and otherwise, necessary to authorize the execution and delivery of this Agreement and the performance of their respective obligations under this Agreement and to complete the transactions contemplated hereby.
- 12. <u>Binding Effect</u>. This Agreement will be binding upon the heirs, devises, executors, administrators, legal representatives, successors, assigns, contractors and subcontractors of each of the parties.
- 13. Execution; Counterparts. This Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts may be combined to form multiple fully executed counterparts; and (b) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.
- 14. <u>Exhibits</u>. The following listed exhibits are attached to this Agreement, incorporated herein and made a part of this Agreement, for all purposes:

Exhibit A	Metes and Bounds Description of 4.173 Acre Tract
Exhibit B	Metes and Bounds Description of 11.330 Acre Tract
Exhibit C	Metes and Bounds Description of 19.084 Acre Tract
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Exhibit D Indemnity and Insurance Agreement

Exhibit E Special Conditions to Entry

LICENSEE:

		Williamson County, Texas
		men
		Name:
		Title Courty Julie
		Date: (.13-/o
STATE OF TEXAS		
STATE OF TEXAS	§	
COUNTY OF WILLIAMSON	§	
	3	
This instrument was	acknowledged	d before me on the day of, 2010 by
		of the Williamson County, Texas, a
	, on behalf o	of the County.
8		
		V
		Notary Public, State of Texas

OWNERS:

		OBINSON LAND LIMITED PARTNERSHIP, a Texas mited partnership
	В	y: ROBINSON ASSOCIATES, a Texas General Partnership, General Partner
¥		By: A. H. Robiuson, III, General Partner
		Date:
		By:
		Date:
STATE OF TEXAS COUNTY OF TRAVIS	§ §	
General Partner of Robinson Associat	tes, a Texas gene	e on, 2010, by A.H. Robinson, III, eral partnership, General Partner of Robinson Land Limited of said general partnership and limited partnership.
		Notary Public, State of Texas
STATE OF TEXAS COUNTY OF TRAVIS	§ §	
Robinson, General Partner of Robins	son Associates,	a Texas general partnership, General Partner of Robinson ship, on behalf of said general partnership and limited
		Notary Public, State of Texas
		# 10 National VI A RESIDES National Contraction

	ROBINSON 1990 LAND LAND LAND LAND LAND LAND LAND LAND	IMITED PARTNERSHIP, a
	By:A. H. Robinson, III, G	eneral Partner
	Date:	
	By: John Oscar Robinson,	General Partner
	Date:	
STATE OF TEXAS COUNTY OF TRAVIS	§ §	
This instrument was ackn General Partner of Robinson 199 limited partnership.	rledged before me on Land Limited Partnership, a Texas limited	, 2010, by A.H. Robinson, III, partnership, on behalf of said
	Notary Public, State	of Texas
STATE OF TEXAS COUNTY OF TRAVIS	§ §	
This instrument was act Robinson, General Partner of Rol of said limited partnership.	owledged before me on son 1990 Land Limited Partnership, a Texas	2010, by John Oscar limited partnership, on behalf
	Notary Public, State	of Texas

ROBINSON 1992 LAND LIMITED PARTNERSHIP, a Texas limited partnership A. H. Robinson, III, General Partner John Oscar Robinson, General Partner STATE OF TEXAS COUNTY OF TRAVIS This instrument was acknowledged before me on ______, 2010, by A.H. Robinson, III, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, on behalf of said limited partnership. Notary Public, State of Texas STATE OF TEXAS 8 COUNTY OF TRAVIS This instrument was acknowledged before me on ______, 2010, by John Oscar Robinson, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, on behalf of said limited partnership. Notary Public, State of Texas

	GER Partne	LAND PARTNERSHIP, LTD., a Texas Limited rship
	Ву:	GER Family LLC, a Texas limited liability company, Its general partner
		By: John Oscar Robinson, Manager
		Date:
		By: Patricia Robinson Tyler, Manager
		Date:
STATE OF TEXAS COUNTY OF TRAVIS	§ §	
Robinson, Manager of GER Family LLO	C, a Texas limit	on, 2010, by John Oscar ed liability company, General Partner of GER Land fsaid limited liability company and limited partnership.
		Notary Public, State of Texas
STATE OF TEXAS COUNTY OF TRAVIS	§ §	
Tyler, Manager of GER Family LLC,	a Texas limited	, 2010, by Patricia Robinson I liability company, General Partner of GER Land faild limited liability company and limited partnership.
		Notary Publie, State of Texas

ROBINSON RANCH, a Texas general partnership

By:_	
	A. H. Robinson, III, as Trustee of the A. H.
	Robinson, III Exempt Lifetime Trust U/W/O A. H.
	Robinson, Jr., as Trustee of the A. H. Robinson, III
	Non-Exempt Lifetime Trust U/W/O A.H. Robinson,
	Jr., as Trustee of the A. H. Robinson, III Exempt
	Lifetime Trust U/W of Charlotte Dies Robinson
	Its:General Partner
Date	8
Ву:_	
	Flora Robinson Cosper as Trustee of the Flora
	Robinson Cosper Exempt Lifetime Trust U/W/O A.H.
	Robinson, Jr., as Trustee of the Flora Robinson Cosper
	Non-Exempt Lifetime Trust U/W/O A.H. Robinson,
	Jr., and as Trustee of the Flora Robinson Cosper
	Exempt Lifetime Trust, U/W of Charlotte Dies
	Robinson
	Its:General Partner
Date	» <u> </u>
Ву:_	
	Carla Robinson Allen, as Trustee of the Carla
	Robinson Allen Exempt Lifetime Trust U/W/O A.H.
	Robinson, Jr., as Trustee of the Carla Robinson Allen
	Non-Exempt Lifetime Trust U/W/O A.H. Robinson,
	Jr., and as Trustee of the Carla Robinson Allen Exempt
	Lifetime Trust U/W/O Charlotte Dies Robinson
	Its:General Partner
Date	::

		J. Greg Archibald, Vice President, Cassidy Turley Midwest, Inc., Agent for JP Morgan Chase Bank, N.A., Trustee of the Thomas Scott Robinson Exempt Lifetime Trust, U/W/O A. H. Robinson, Jr., as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W/O A. H. Robinson Jr., and as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O Charlotte Dies Robinson As Assignee of a partnership interest in the Robinson Ranch, a Texas general partnership, and signing as Assignee for the sole purpose of stating no objection to the conveyance herein.
	Dat	te:
	Dal	
	Ву:	partnership
		By: G. E. Robinson, LLC, a Texas limited liability company, is general partner
		By: J. Osear Robinson, Manager
		J. Osear Robinson, Manager
		Date:
STATE OF TEXAS COUNTY OF TRAVIS	§ §	
Frustee of the A.H. Robinson, III Exemp Robinson, III Non-Exempt Lifetime Trust	ot Lifetime Tr U/W/O A.H Dies Robinsc	on, 2010, by A.H. Robinson, III, Frust U/W/O A.H. Robinson, Jr., as Trustee of the A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III on, General Partner of Robinson Ranch, a Texas general
		Notary Public, State of Texas

By:_

STATE OF TEXAS COUNTY OF TRAVIS	§ §	
Cosper, Trustee of the Flora Rob the Flora Robinson Cosper Non-H	inson Cosper Exer Exempt Lifetime T e Trust U/W/O Ch	me on, 2010, by Flora Robinson on the Lifetime Trust U/W/O A.H. Robinson, Jr., as Trustee of trust U/W/O A.H. Robinson, Jr., and as Trustee of the Flora narlotte Dies Robinson, General Partner of Robinson Ranch, all partnership.
		Notary Public, State of Texas
STATE OF TEXAS COUNTY OF TRAVIS	§ §	
Allen, Trustee of the Carla Robins Carla Robinson Allen Non-Exer	son Allen Exempt npt Lifetime Trus Trust U/W/O Cha	me on, 2010, by Carla Robinson Lifetime Trust U/W/O A.H. Robinson, Jr., as Trustee of the t U/W/O A.H. Robinson, Jr., and as Trustee of the Carla rlotte Dies Robinson, General Partner of Robinson Ranch, all partnership.
		Notary Public, State of Texas
STATE OF TEXAS COUNTY OF TRAVIS	§ §	
Vice President, Cassidy Turley M Scott Robinson Exempt Lifetime Non-Exempt Lifetime Trust U/W Lifetime Trust U/W/O Charlotte	lidwest, Inc., Agen Trust U/W/O A.F I/O A.H. Robinson Dies Robinson, as gning as Assignee	me on
		Notary Public, State of Texas
STATE OF TEXAS COUNTY OF TRAVIS	§ §	
Robinson, Manager of G.E. Rob Limited Partnership, a Texas li	inson, LLC, a Tex mited partnership	re me on, 2010, by John Oscar as limited liability company, General Partner of GER 1999 b, General Partner of Robinson Ranch, a Texas general bany, limited partnership and general partnership.
		Notary Public State of Texas

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4.173 Acre Tract Page 1 of 7



DESCRIPTION

FOR A 4.173 ACRE TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT 425, AND JACOB M. HARRELL SURVEY, ABSTRACT NO. 284 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 612.5 ACRE TRACT AS DESCRIBED IN THAT DEED TO ROBINSON ASSOCIATES etal OF RECORD IN VOLUME 2251, PAGE 635 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 4.173 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 3/4" iron pipe found at an interior ell comer of said 612.5 acre tract, same being the southeast corner of a called 101.298 acre tract as described in that deed to Highland 620 Land Investment, Ltd., and recorded in Document No. 2006066321 of the Official Public Records of said County, same being the Point of Termination of a Boundary Line Agreement recorded in Document No. 2007007592 of the Official Public Records of said County, same being the Point of Termination of a Boundary Line Agreement recorded in Document No. 2007007591 of the Official Public Records of said County;

THENCE with the westerly line of said 612.5 acre tract, same being the easterly line of said 101.298 acre tract, N 20° 40' 04" W for a distance of 126.96 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for the south corner and POINT OF BEGINNING hereof;

THENCE continuing with the westerly line of said 612.5 acre tract, same being the easterly line of said 101.298 acre tract, N 20° 40° 04° W for a distance of 267.12 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for the most westerly corner hereof, from which a ½" iron rod with "Baker-Aicklen" cap to be set for an angle point on the easterly line of said 101.298 acre tract, same being an angle point of the westerly line of a called 348.60 acre tract as described in that deed to Robinson Associates etal, and recorded in Document No. 199978136 of the Official Public Records of said County bears, N 20°40° 04" W a distance of 1525.30 feet;

THENCE departing the easterly line of said 101.298 acre tract, through the interior of said 612.5 acre tract, N 27° 52' 59" E for a distance of 691.28 feet to a ½" iron rod with "Baker-Aicklen" cap to be set on the north line of said 612.5 acre tract, same being the south line of said 348.60 acre tract for an angle point hereof;

THENCE with the north line of said 612.5 acre tract, same being the south line of said 348.60 acre tract, N 65° 35' 20" E for a distance of 327.01 feet to a 1/2" iron rod with "Baker-Aicklen" cap to be set for the northeast corner hereof;

THENCE departing the south line of said 348.60 acre tract, through the interior of said 612.5 acre tract the following two (2) courses and distances:

- 1. S 27° 52' 59" W for a distance of 1097.96 feet to a 1/2" iron rod with "Baker-Aicklen" cap to be set for a point of curvature hereof, and
- with the arc of a curve to the left, having a radius of 1900.00 feet, an arc length of 28.86 feet, a central angle of 00° 52' 13", and a chord which bears S 27° 26' 53" W for a distance of 28.86 feet, to the POINT OF BEGINNING hereof and containing 4.173 acres of land.

Bearings shown hereon are referenced to Grid North for the Texas State Plane Coordinate System, Central Zone.

02/24/2009

Surveyed under the direct supervision of the undersigned during October, 2008:

Parker J. Graham

Registered Professional Land Surveyor No. 5556

BAKER-AICKLEN & ASSOCIATES, INC.

405 Brushy Creek Road

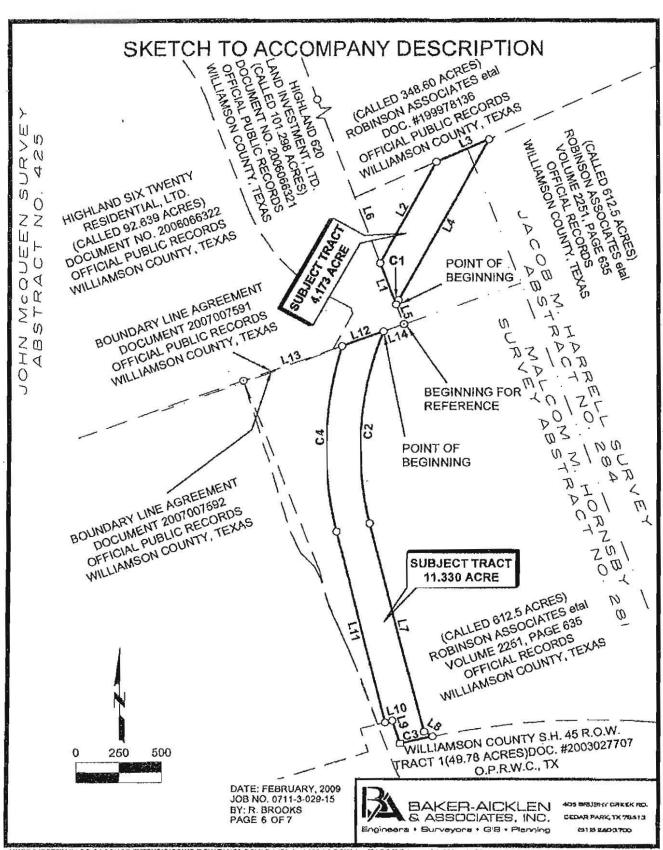
Cedar Park, Texas 78613

(512) 260-3700

Job No.: 0711-3-029-15

Pilename: W:\PROJECTS\WILLCO\OCCONOR EXTENSION\DWG-ROW TAKES\METES & BOUNDS\4.173

ACROW.DOC



SKETCH TO ACCOMPANY DESCRIPTION

NUMBER	RADIUS	ARC	CEN. ANGLE	CH. BRG.	CHORD
C1	1900.00'	28.86'	00°52'13"	S 27°26'53" W	28.86'
C2	1900.00	1184.40'	35°42'59"	S 03°47'31" W	1165.31
C3	4386.39'	185.84'	02°25'39"	S 76°16'31" W	185.82'
C4	2100.00	1136.70	31°00'48"	N 01°26'25" E	1122.87

NUMBER	BEARING	DISTANCE
L1	N 20°40'04" W	267,12'
L2	N 27°52'59" E	691.28
L3	N 65°35'20" E	327.01
L4	S 27°52'59" W	1097.96'
L5	N 20°40'04" W	126.96
L6	N 20°40'04" W	1525.30'
L7	S 14°03'59" E	1301.98'
L8	S 59°03'59" E	55.77
F8	N 17°56'33" W	147.89'
L10	S 75°10'52" W	43.62'
L11	N 14°03'59" W	1193.33'
L12	N 69°54'12" E	268.59'
L13	S 69°54'12" W	612.74
L14	S 69°54'12" W	125.71

LEGEND

- O 1/2" IRON ROD WITH "BAKER-AICKLEN" CAP TO BE SET
- O 3/4" IRON PIPE FOUND
- TXDOT TYPE II BRASS DISC FOUND

DATE: FEBRUARY, 2009 JOB NO. 0711-3-029-15 BY: R. BROOKS PAGE 7 OF 7



403 BAUSHY DREEK RO. GEOAR BARK, TX 78613 11.330 Acre Tract Page 3 of 7



DESCRIPTION

FOR A 11.330 ACRE TRACT OF LAND SITUATED IN THE MALCOM M. HORNSBY SURVEY, ABSTRACT 281, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 612.5 ACRE TRACT AS DESCRIBED IN THAT DEED TO ROBINSON ASSOCIATES etal OF RECORD IN VOLUME 2251, PAGE 635 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 11.330 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 3/4" iron pipe found at an interior ell corner of said 612.5 acre tract, same being the southeast corner of a called 101.298 acre tract as described in that deed to Highland 620 Land Investment, Ltd., and recorded in Document No. 2006066321 of the Official Public Records of said County, same being the Point of Termination of a Boundary Line Agreement recorded in Document No. 2007007592 of the Official Public Records of said County, same being the Point of Termination of a Boundary Line Agreement recorded in Document No. 2007007591 of the Official Public Records of said County;

THENCE with the westerly line of said 612.5 acre tract, same being the southerly line of said 101.298 acre tract, S 69° 54° 12" W for a distance of 125.71 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for the northeast corner and POINT OF BEGINNING hereof;

THENCE departing the southerly line of said 101.298 acre tract, through the interior of said 612.5 acre tract the following three (3) courses and distances:

- with the arc of a curve to the left, having a radius of 1900.00 feet, an arc length of 1184.40 feet, a central angle of 35° 42' 59", and a chord which bears S 03° 47' 31" W for a distance of 1165.31 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for a point of tangency hereof;
- 2. S 14° 03' 59" E for a distance of 1301.98 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for an angle point hereof, and
- 3. S 59° 03' 59" E for a distance of 55.77 feet to a point on the south line of said 612.5 acre tract, same being a point on the north right-of-way line of Williamson County State

Highway 45, Tract 1, (49.78 acres) as recorded in Document No. 2003027707 of the Official Public Records of said County for the southeast corner hereof;

THENCE with the south line of said 612.5 acre tract, same being the north right-of-way line of said S. H. 45, with the arc of a curve to the left, having a radius of 4386.39 feet, an arc length of 185.54 feet, a central angle of 02° 25' 39", and a chord which bears S 76°16' 31" W for a distance of 185.82 feet to a TXDOT Type II Brass Disc found for the most southerly southwest corner hereof;

THENCE with the south line of said 612.5 acre tract, same being the north right-of-way line of said S. H. 45, the following two (2) courses and distances:

- 1. N 17° 56' 33" W for a distance of 147.89 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for an angle point hereof, and
- 2. S 75° 10' 52" W for a distance of 43.62 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for an angle point hereof;

THENCE departing the north right-of-way line of said S. H. 45, through the interior of said 612.5 acre tract the following two (2) courses and distances:

- N 14° 03' 59" W for a distance of 1193.33 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for a point of curvature hereof, and
- 2. with the arc of a curve to the right, having a radius of 2100.00 feet, an arc length of 1136.70 feet, a central angle of 31° 00' 48", and a chord which bears N 01° 26' 25" E for a distance of 1122.87 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for a point on the westerly line of said 612.5 acre tract, same being the south line of said 101.298 acre tract, same being a point on the Boundary Line Agreement as recorded in Document No. 2007007591 and the Boundary Line Agreement as recorded in Document No. 2007007592 of said County for the northwest corner hereof, from which a ¾" iron pipe found for an angle point on the westerly line of said 612.5 acre tract, same being a point on the south line of a called 92.639 acre tract as described in that deed to Highland Six Twenty Residential, Ltd., and recorded in Document No. 2006066322 of the Official Public Records of said County bears, S 69° 54' 12" W a distance of 612.74 feet;

THENCE with the westerly line of said 612.5 acre tract, same being the south line of said 101.298 acre tract, same being the Boundary Line Agreement as recorded in Document No. 2007007591 and the Boundary Line Agreement as recorded in Document No. 2007007592 of said County, N 69° 54' 12" E for a distance of 258.59 feet to the POINT OF BEGINNING hereof and containing 11.330 acres of land.

Bearings shown hereon are referenced to Grid North for the Texas State Plane Coordinate System, Central Zone.

Surveyed under the direct supervision of the undersigned during October, 2008:

Parker J. Graham

Registered Professional Land Surveyor No. 5556

BAKER-AICKLEN & ASSOCIATES, INC.

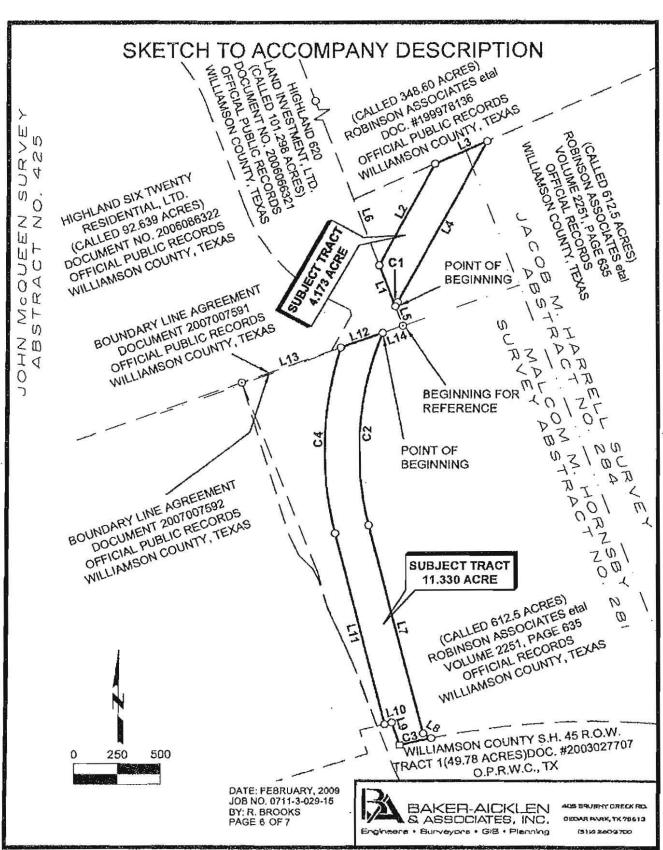
405 Brushy Creek Road Cedar Park, Texas 78613

(512) 260-3700

Job No.: 0711-3-029-15

Filename: W:\PROJECTS\WILLCO\OCCONOR EXTENSION\DWG-ROW TAKES\METES & BOUNDS\11,330

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SKETCH TO ACCOMPANY DESCRIPTION

NUMBER	RADIUS	ARC	CEN. ANGLE	CH. BRG.	CHORD
C1	1900.00	28.86	00°62'13"	S 27°26'53" W	28.86'
C2	1900.00'	1184.40'	35°42'59"	S 03°47'31" W	1165.31'
СЗ	4386.39'	185.84'	02°25'39"	S 76°16'31" W	185.821
C4	2100.00'	1136.70'	31°00'48"	N 01°26'25" E	1122.87

NUMBER	BEARING	DISTANCE
L1	N 20°40'04" W	267.12
L2	N 27°52'59" E	691,28'
L3	N 65°35'20" E	327.01'
L4	S 27°52'59" W	1097.96'
L5	N 20°40'04" W	126.96
L6	N 20°40'04" W	1525.30'
L7	S 14°03'59" E	1301.98'
L8	S 59°03'59" E	55.77
L9	N 17°56'33" W	147.89'
L10	S 75°10'52" W	43.62'
L11	N 14°03'59" W	1193.33'
L12	N 69°54'12" E	258.69
L13	S 69°54'12" W	612.74'
L14	S 69°54'12" W	125.71

LEGEND

- O 1/2" IRON ROD WITH "BAKER-AICKLEN" CAP TO BE SET
- O 3/4" IRON PIPE FOUND
- TXDOT TYPE II BRASS
 DISC FOUND

DATE: FEBRUARY, 2009 JOB NO. 0711-3-029-15 BY: R. BROOKS PAGE 7 OF 7



405 BRUSHY CREEK RO. DEDAR PARK/TX 78613 (612) 2603703



DESCRIPTION

FOR A 19.084 ACRE TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 425, AND JACOB M. HARRELL SURVEY, ABSTRACT NO. 284 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 348.60 ACRE TRACT AS DESCRIBED IN THAT DEED TO ROBINSON ASSOCIATES etal OF RECORD IN DOCUMENT NO. 199978136 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 19.084 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a TXDOT concrete monument found for a point of tangency on the southeasterly right-of-way line of Ranch Road 620 (100' right-of-way width), same being a point of tangency on the northwesterly line of said 348.60 acre tract for a point of tangency and POINT OF BEGINNING hereof;

THENCE with the southeasterly right-of-way line of said Ranch Road 620, same being the northwesterly line of said 348.60 acre tract the following two (2) courses and distances:

- 1. N 29° 26' 17" E for a distance of 173.01 feet to a 1/2" iron rod with "Baker-Aicklen" cap to be set for an angle point hereof, and
- 2. N 32° 45' 11" E for a distance of 35.04 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for the most northerly corner hereof;

THENCE departing the southeasterly right-of-way line of said Raneh Road 620, through the interior of said 348.60 acre tract the following four (4) courses and distances:

- 1. S 15° 32' 18" E for a distance of 67.87 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for an angle point hereof,
- 2. S 60° 32' 18" E for a distance of 926.67 feet to a 1/2" iron rod with "Baker-Aicklen" cap to be set for a point of curvature hereof,

- 3. with the arc of a curve to the right, having a radius of 1800.00 feet, an arc length of 2777.84 feet, a central angle of 88° 25' 17", and a chord which bears S 16° 19' 40" E for a distance of 2510.27 feet to ½" iron rod with "Baker-Aicklen" cap to be set for a point of tangency hereof, and
- 4. S 27° 52' 59" W for a distance of 414.48 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for an angle point on the south line of said 348.60 acre tract, same being the north line of a called 612.5 acre tract as described in that deed to Robinson Associates etal, and recorded in Volume 2251, Pg. 635 of the Official Records of said County for the southeast corner hereof;

THENCE with the south line of said 348.60 acre tract, same being the north line of said 612.5 acre tract, S 65° 35' 20" W for a distance of 327.01 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for the most southerly corner hereof, from which a ½" iron rod with "Baker-Aicklen" cap to be set for an angle point on the southwesterly line of said 348.60 acre tract, same being the northeasterly line of a called 101.298 acre tract as described in that deed to Highland 620 Land Investment, Ltd., and recorded in Document No. 2006066321 of the Official Public Records of said County bears, N 46° 33' 17" W a distance of 1186.78 feet;

THENCE departing the north line of said 612.5 acre tract, through the interior of said 348.60 acre tract the following four (4) courses and distances:

- 1. N 27° 52' 59" E for a distance of 673,20 feet to a 1/2" iron rod with "Baker-Aicklen" cap to be set for a point of curvature hereof,
- 2. with the arc of a curve to the left, having a radius of 1600.00 feet, an arc length of 2469.19 feet, a central angle of 88° 25' 17", and a chord which bears N 16° 19' 40" W for a distance of 2231.36 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for a point of tangency hereof,
- 3. N 60° 32' 18" W for a distance of 926.73 feet to a 1/2" iron rod with "Baker-Aicklen" cap to be set for an angle point hereof, and
- 4. S 74° 27' 46" W for a distance of 71.49 feet to a ½" iron rod with "Baker-Aicklen" cap to be set for a non-tangent point of curvature on the northwesterly line of said 348.60 acre

tract, same being the southeasterly right-of-way line of said Ranch Road 620 for the most westerly corner hereof;

THENCE with the southeasterly right-of-way line of said Ranch Road 620, same being the northwesterly line of said 348.60 acre tract, with the arc of a curve to the right, having a radius of 5779.58 feet, an arc length of 90.55 feet, a central angle of 00° 53' 52", and a chord which bears N 29° 53' 15" E for a distance of 90.55 feet to the POINT OF BEGINNING hereof and containing 19.084 acres of land.

Bearings shown hereon are referenced to Grid North for the Texas State Plane Coordinate System, Central Zone.

Surveyed under the direct supervision of the undersigned during October, 2008:

Parker J. Graham

Registered Professional Land Surveyor No. 5556

BAKER-AICKLEN & ASSOCIATES, INC.

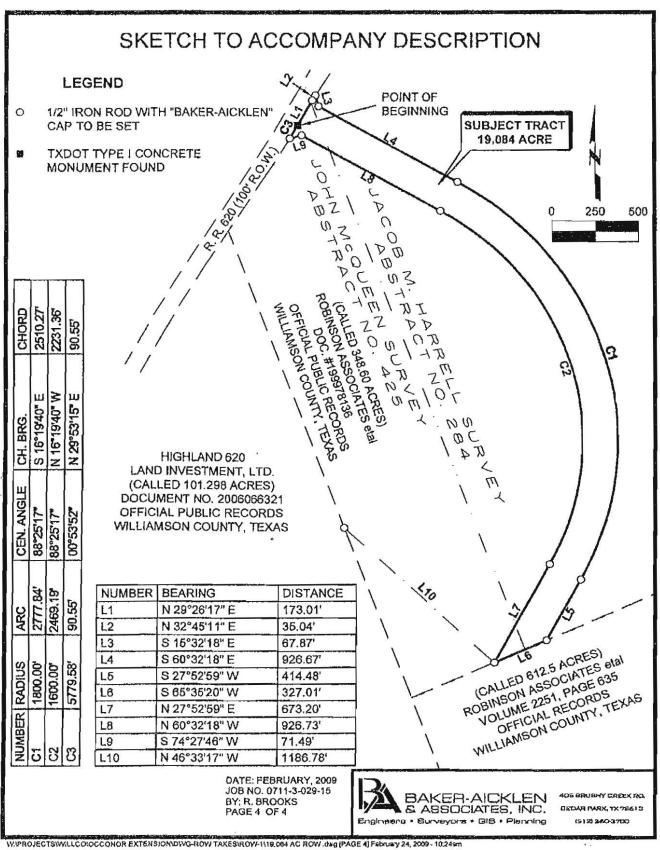
405 Brushy Creek Road Cedar Park, Texas 78613

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Job No.: 0711-3-029-15

Filename: W:\PROJECTS\WILLCO\OCCONOR EXTENSION\DWG-ROW TAKES\METES & BOUNDS\19.084

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INDEMNITY & INSURANCE AGREEMENT

The Land Owners and Land Lessee agree to grant Land User access to or use of land as described on Attachment A of this Agreement. Land User agrees to the following terms:

Land User shall fully defend, protect, indemnify and hold harmless the Land Owners and Land Lessee, their employees, invitees, agents, representatives or successors and assigns (the Indemnified Parties) from and against any and all claims, demands, actions or causes of action, and any and all liabilities, costs, and expenses (including but not limited to attorneys' fees and expenses, incurred in defense of any Indemnified Party), damage or loss in connection therewith, which may be made or asserted by Laud User, its officers, employees, agents, representatives, successors or assigns or any other third party on account of, or sustained or alleged to have been sustained by, or arising out of or growing out of bodily injury, including death, or loss of use or damage to or destruction of property, including pollution, caused by, arising out of, sustained or alleged to have been sustained by, or in any way incidental to or in connection with the Land User's use of the property under this Agreement.

Land User is required to provide certificate(s) of insurance to certify that insurance coverage is carried in the amounts listed below as a minimum, along with the following requirements.

1. Provide a certificate of insurance issued to Robinson Land Limited Partnership, Robinson 1990 Land Limited Partnership, Robinson 1992 Land Limited Partnership, Robinson Ranch, GER Land Partnership, Ltd., and

Robinson Cattle Company (as Land Lessee) for each of the following coverages:

Comprehensive General Liability:

\$1,000,000 Combined Single Limit

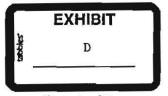
\$2,000,000 General Aggregate

Comprehensive Automobile Liability:

\$1,000,000 Combined Single Limit

Worker's Compensation:

Statutory coverage under Texas law



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Indomnity Agreement Page 2

- a. In addition, all landowners listed above and Robinson Cattle Company (as Land Lessee) must be named as Additional Insureds.
- b. A Waiver of Subrogation must be included in favor of all landowners listed above and also Robinson Cattle Company (as Land Lessee) and noted as such on the Certificate of Insurance.
- c. A thirty-day notice prior to cancellation is required.
- 2. Sign and agree to "Special Conditions to Entry" as shown as Attachment B.
- 3. If work is on Austin White Lime quarry property, "Site Specific Hazard Training" is also required.

Signature of Agent for Land Owners	Date
Printed Name of Agent for Land Owners	
Signature of Agent for Land User	Date
Printed Name of Agent for Land User	
Land User Address (Print)	
Land User Phone Number (Print)	

SPECIAL CONDITIONS TO ENTRY

ANY PROPERTY THAT IS DISTURBED MUST BE RETURNED TO ITS ORIGINAL CONDITION OR TO A CONDITION APPROVED BY OWNERS UPON COMPLETION OF PROJECT.

IF ACCESS IS FOR A STAGING AREA OR TEMPORARY CONSTRUCTION EASEMENT, PROPERTY WILL BE RECLAIMED TO INCLUDE SIX (6) INCHES OF NEW TOPSOIL (TO EXCLUDE ANY ROCK AND CLAY MATERIAL) AND GRASS WILL BE RESEEDED USING A COOL/WARM SEED MIX.

Any necessary temporary fencing will have to be constructed and in place before any permanent fencing is removed for construction access. At conclusion of the project, any displaced permanent fencing will be replaced/constructed by Landowner's fence builder, at Project contractor's expense.

Any temporary fencing or silt fencing put in place for this project will not block ranch roads or current access from Land Owners or AWL employees, unless an alternate access is provided as approved by Landowner.

A list of contact people including contractors and sub-contractors will be supplied. Contractor agrees to meet with representative of Landowner prior to start of construction to discuss project.

Any/all posted safety rules will be obeyed.

All applicable MSHA and OSHA standards and all other legal requirements will be complied with.

Damage repair to any existing fencing or gates will be completed by AWL fence builders Contractor's expense.

No leaks of fuels or pollutants will be acceptable. Contractor is responsible for any environmental cleanup necessary due to their use of property.

Contractor is responsible for road repair and dust control in staging area or roads being used by them unless otherwise agreed upon by Land Owners. All use of roads, gates, and crossing will be approved by Land Owner in advance.

All stakes, tape, or other markers placed on the property will be removed upon completion of work or studies.

NO HUNTING OR FISHING ALLOWED. Firearms will not be allowed on the property at any time. We reserve the right to search any vehicle on Property for firearms.

Do not leave paper cups, plates, ice bags, trash, etc. on the property.

Right of entry will be restricted to Monday through Friday, between 6 a.m. and 6 p.m..

Vehicles must be parked in areas off of the roadways.

If access to the property is for studies, surveying or other reporting purposes, Land Owners will be provided a written report of findings.

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Persons entering the property will be limited strictly to the staging area boundaries; anyone found outside those boundaries will be considered to be trespassing.

For gate combinations for access, contact Robin at 512-255-3646 two days prior to entry to the property so residents and ranchers can be contacted.

Gates must be kept locked, and left as found. Interior gates that are closed will be left closed; and open gates will be left open.

It is understood that a signed Indemnity Agreement and Certificate of Insurance are required before entry onto the property.

This constitutes notification that deer hunting does occur on the property during deer season, and dove hunting during dove season. Any person entering the property will take necessary precautions.

Contractor agrees that these conditions will be made known to all persons entering the property.

Signature of Land User	Date

388489-2 05/06/2010