

REAL ESTATE CONTRACT

RM620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ROBINSON LAND LIMITED PARTNERSHIP, a Texas limited partnership, and ROBINSON 1994 LAND LIMITED PARTNERSHIP, a Texas 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 that certain 9.8843 acre tract of land, more or less, situated in the Jacob M. Harrell Survey, Abstract No. 284 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "A", attached hereto and incorporated herein (Parcel 1); and

Temporary construction easement interest for waterline relocation in and across all of that certain 1200 SF tract of land, more or less, situated in the John McQueen Survey, Abstract No. 425 Jacob M. Harrell Survey, Abstract No. 284, in Williamson County, Texas, being more fully described and shown on the sketches in Exhibit "B", attached hereto and incorporated herein (Parcel 1TCE)

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, and any improvements and fixtures situated on and attached to the real property described in Exhibit "A" (the "Real Property") (all of such Real Property, improvements, fixtures, rights, and appurtenances being referred to in this Contract as the "Property"), 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 fee simple interest in and to the Property described in Exhibit "A", and the temporary construction easement interest in and to the Property described in Exhibit "B", shall be the sum of TWO MILLION THREE HUNDRED SIXTY EIGHT THOUSAND AND NINETY ONE and 00/100 Dollars (\$2,368,091.00).

2.01.2 As additional compensation for the acquisition of any improvements on the Property, or other cost to cure the remaining property of Seller, Purchaser shall pay the amount of EIGHTY FIVE THOUSAND SIX HUNDRED FIFTY and 92/100 Dollars (\$85,650.92).

Payment of Purchase Price and Additional Compensation

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before March 15, 2012, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment 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 the State of Texas a duly executed and acknowledged Special Warranty Deed conveying fee simple interest in and to the property described in Exhibit "A", deliver to Williamson County, Texas a duly executed and acknowledged temporary construction easement conveying such interest in and to the property described in Exhibit "B", all free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "C" attached hereto. The temporary construction easement shall be in the form as shown in Exhibit "D" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in the Grantee's favor in the full amount of the purchase price, insuring Grantee's property 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;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."

- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

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

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

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

Counterparts

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

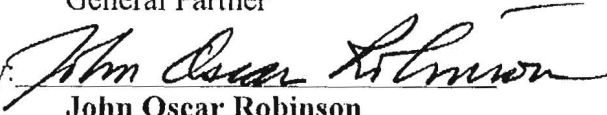
[signature pages follow]

SELLER:

ROBINSON LAND LIMITED PARTNERSHIP,
a Texas limited partnership

By: **Robinson Associates**, a Texas General Partnership, General Partner

By: 
Scott Bradley Robinson
General Partner

By: 
John Oscar Robinson
General Partner

ROBINSON 1994 LAND LIMITED PARTNERSHIP,
a Texas limited partnership

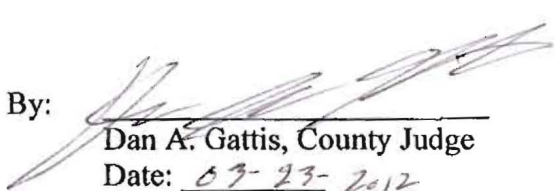
By: **Robinson 1989 Land Limited Partnership**, a Texas
General Partnership, General Partner

By: 
John Oscar Robinson
General Partner

PURCHASER:

COUNTY OF WILLIAMSON

By:


Dan A. Gattis, County Judge

Date: 03-23-2012

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

County: Williamson
Parcel No.: 340.00 acres tract Parcel 1
Highway: R.M. 620
ROW CSJ: 0683-01-079

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8/12/2010

DESCRIPTION FOR PARCEL 340.00 ACRES TRACT

BEING A 9.8843 ACRES (430,562 SQUARE FEET) TRACT SITUATED IN THE JACOB M. HARRELL SURVEY, ABSTRACT NUMBER 284, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 340.00 ACRES TRACT, DESCRIBED IN A WARRANTY DEED TO A.H. ROBINSON, JR., ET. AL. RECORDED IN VOLUME 1847, PAGE 656 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found in the southeast right-of-way line of Ranch to Market Road No. 620 (RM620), a 120-foot wide right-of-way, for the west corner of said 340.00 acres tract, same being the northwest corner of a called 348.60 acres tract described as "1990 Tract" in Schedule A-4 of a Special Warranty Deed to GER Land Partnership, Ltd. and recorded in Document No. 2008026760 of the Official Public Records of Williamson County, Texas;

THENCE with said southeast right-of-way line of RM620, same being the northwest line of said 340.00 acres tract, the following six (6) courses and distances:

1. N29°23'47"E a distance of 1971.68 feet to a point of curvature to the right,
2. with the arc of said curve to the right a distance of 1425.68 feet, said curve having a radius of 2231.95 feet, a central angle of 36°35'53", and a chord bearing N47°41'44"E a distance of 1401.56 feet to a point of tangency, from which a Texas Department of Transportation (TxDOT) Type 1 concrete monument found bears S46°38'48"W a distance of 1.07 feet,
3. N65°59'40"E passing at a distance of 682.45 feet TxDOT Type I concrete monument found in said southeast right-of-way line of RM620 and continuing in all a distance of 2692.89 feet to a calculated point from which a TxDOT Type I concrete monument found in said southeast right-of-way line of RM620 bears N63°48'39"E a distance of 1.48 feet,
4. N70°05'05"E a distance of 359.29 feet to a non-tangent point of curvature to the right,
5. with the arc of said curve to the right a distance of 554.20 feet, said curve having a radius of 905.08 feet, a central angle of 35°05'00", and a chord bearing N72°16'33"E a distance of 545.58' feet to a point of tangency and,
6. N89°49'03"E a distance of 251.62 feet to a point being the intersection of said southeast right of way line of RM620 with the curving southwest right of way line of Deep Wood Drive, a varying width right of way as described in a Dedication Deed to the State of

EXHIBIT "A"

County: Williamson
Parcel No.: 340.00 acres tract
Highway: R.M. 620
ROW CSJ: 0683-01-079

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DESCRIPTION FOR PARCEL 340.00 ACRES TRACT

Texas and recorded in Volume 2156, Page 4 of the Deed Records of Williamson County, Texas, same being the northeast corner of said 340.00 acres tract;

THENCE with the arc of said curve, to the left, a distance of 11.11 feet, said curve having a radius of 2045.00 feet, a central angle of $00^{\circ}18'41''$, and a chord bearing $S03^{\circ}41'40''E$ a distance of 11.11' feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for a non-tangent point of curvature to the left;

THENCE leaving said northeast line of the 340.00 acres tract, and said curving southwest right of way line of Deep Wood Drive, crossing said 340.00 acres tract the following eighteen (18) courses and distances:

1. with the arc of said curve to the left a distance of 835.64 feet, said curve having a radius of 2191.83 feet, a central angle of $21^{\circ}50'39''$, and a chord bearing $S76^{\circ}55'00''W$ a distance of 830.59' feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for a point of tangency,
2. $S65^{\circ}59'40''W$ a distance of 2995.08 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for a point of curvature to the left,
3. with the arc of said curve to the left a distance of 113.99 feet, said curve having a radius of 2220.00 feet, a central angle of $02^{\circ}56'31''$, and a chord bearing $S64^{\circ}31'24''W$ a distance of 113.98 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for an angle point,
4. $S27^{\circ}29'52''W$ a distance of 169.65 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for an angle point,
5. $S32^{\circ}30'08''E$ a distance of 60.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for an angle point,
6. $S57^{\circ}29'52''W$ a distance of 211.60 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for an angle point,
7. $N32^{\circ}30'08''W$ a distance of 122.31 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for an angle point,
8. $N77^{\circ}30'08''W$ a distance of 37.35 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for a non-tangent point of curvature to the left,

EXHIBIT "A"

County: Williamson
Parcel No.: 340.00 acres tract
Highway: R.M. 620
ROW CSJ: 0683-01-079

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DESCRIPTION FOR PARCEL 340.00 ACRES TRACT

9. with the arc of said curve to the left a distance of 918.61 feet, said curve having a radius of 2220.00 feet, a central angle of $23^{\circ}42'30''$, and a chord bearing $S41^{\circ}15'02''W$ a distance of 912.07 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for a point of tangency,
10. $S29^{\circ}23'47''W$ a distance of 591.43 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for an angle point,
11. $S15^{\circ}36'13''E$ a distance of 40.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for an angle point,
12. $S60^{\circ}36'13''E$ a distance of 100.30 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for an angle point,
13. $S29^{\circ}23'47''W$ a distance of 289.11 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for an angle point,
14. $S15^{\circ}36'13''E$ a distance of 93.92 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for an angle point,
15. $S29^{\circ}23'47''W$ a distance of 310.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for an angle point,
16. $N60^{\circ}36'13''W$ a distance of 166.72 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for an angle point,
17. $S74^{\circ}23'47''W$ a distance of 40.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for an angle point, and
18. $S29^{\circ}23'47''W$ a distance of 625.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set in the south line of said 340.00 acres tract, same being the north line of said 348.60 acres tract;

EXHIBIT "A"

County: Williamson
Parcel No.: 340.00 acres tract
Highway: R.M. 620
ROW CSJ: 0683-01-079

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DESCRIPTION FOR PARCEL 340.00 ACRES TRACT

THENCE with said south line of the 340.00 acres tract and said north line of the 348.60 acres tract, S89°04'52"W a distance of 46.34 feet to said POINT OF BEGINNING and containing 9.8843 acre (430,562 square feet).

NOTES:

All bearings shown hereon are based upon the Texas Coordinate System of 1983, Central Zone. All distances shown hereon are surface distances. The Grid to Surface adjustment scale factor is 1.00011.

I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat of even date herewith, are true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey on the ground under my direction and supervision.


Dan H. Clark, R.P.L.S.

Registered Professional Land Surveyor

Texas Registration No. 6011

Halff Associates, Inc.,

4030 W. Braker Ln, Suite 450, Austin, Texas 78759, 512-252-8184


Date



0 100 200 300 400

SCALE: 1"=200'

SKETCH TO ACCOMPANY
PARCEL DESCRIPTION

ROBINSON LAND
LTD PTRNS, et al
TRACT 2
(CALLED 23.291 ACRES)
DOC. NO. 2002071335
O.P.R.W.C.T.

SMYERS LN.
(100' WIDTH R.O.W.)
VOL. 337, PG. 282, D.R.W.C.T.

R.M. 620
(120' WIDTH R.O.W.)
VOL. 717, PG. 534, D.R.W.C.T.

JACOB M. HARRELL SURVEY
ABSTRACT NO. 284

A.H. ROBINSON JR., et al,
(CALLED 340.00 ACRES)
VOL. 1847, PG. 656
O.R.W.C.T.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L10	S15°36'13"E	40.00'
L11	S60°36'13"E	100.30'
L12	S29°23'47"W	289.11'
L13	S15°36'13"E	93.92'
L14	S29°23'47"W	310.00'
L15	N60°36'13"W	166.72'
L16	S74°23'47"W	40.00'
L17	S86°04'52"W	46.34'

GER LAND PARTNERSHIP, LTD
1990 TRACT
(CALLED 348.60 ACRES)
DOC. NO. 2008026760
O.P.R.W.C.T.



HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 252-8154
FAX (512) 252-8141

RIGHT-OF-WAY ACQUISITION
ROBINSON

PROJECT NO.

26671

SCALE

1"=200'

R.M. 620

ACCOMPANYING FILE:

SV-ROBINSON-TRACT-R1.doc

COUNTY

WILLIAMSON

ACRES

SQUARE FEET

ACQUISITION

9,8843

430,562

DEED AREA

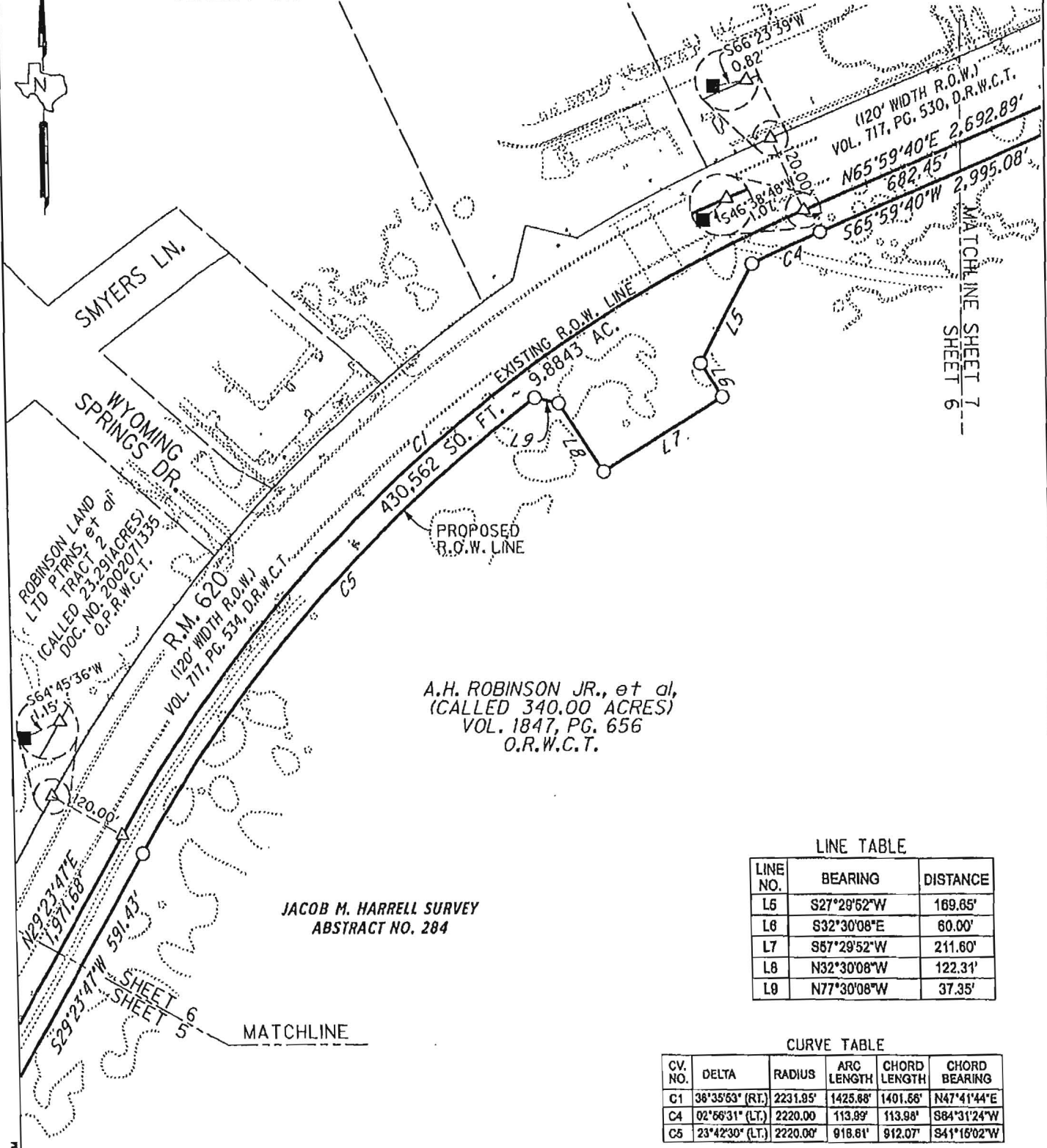
340.00

14,810,400

REMAINDER AREA

330.1157

14,379,838

SKETCH TO ACCOMPANY
PARCEL DESCRIPTION0 100 200 300 400
SCALE: 1"=200'

LINE TABLE

LINE NO.	BEARING	DISTANCE
L5	S27°29'52"W	169.65'
L6	S32°30'08"E	60.00'
L7	S67°29'52"W	211.60'
L8	N32°30'08"W	122.31'
L9	N77°30'08"W	37.35'

CURVE TABLE

CV. NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	38°35'53" (RT.)	2231.95'	1425.88'	1401.66'	N47°41'44"E
C4	02°56'31" (LT.)	2220.00'	113.99'	113.98'	S84°31'24"W
C5	23°42'30" (LT.)	2220.00'	918.61'	912.07'	S41°16'02"W

JACOB M. HARRELL SURVEY
ABSTRACT NO. 284RIGHT-OF-WAY ACQUISITION
ROBINSONPROJECT NO.
26671

R.M. 620

SCALE
1"=200'ACCOMPANYING FILE:
SV-ROBINSON-TRACT-R1.docCOUNTY
WILLIAMSON

	ACRES	SQUARE FEET
ACQUISITION	9.8843	430,562
DEED AREA	340.00	14,810,400
REMAINDER AREA	330.1157	14,379,838

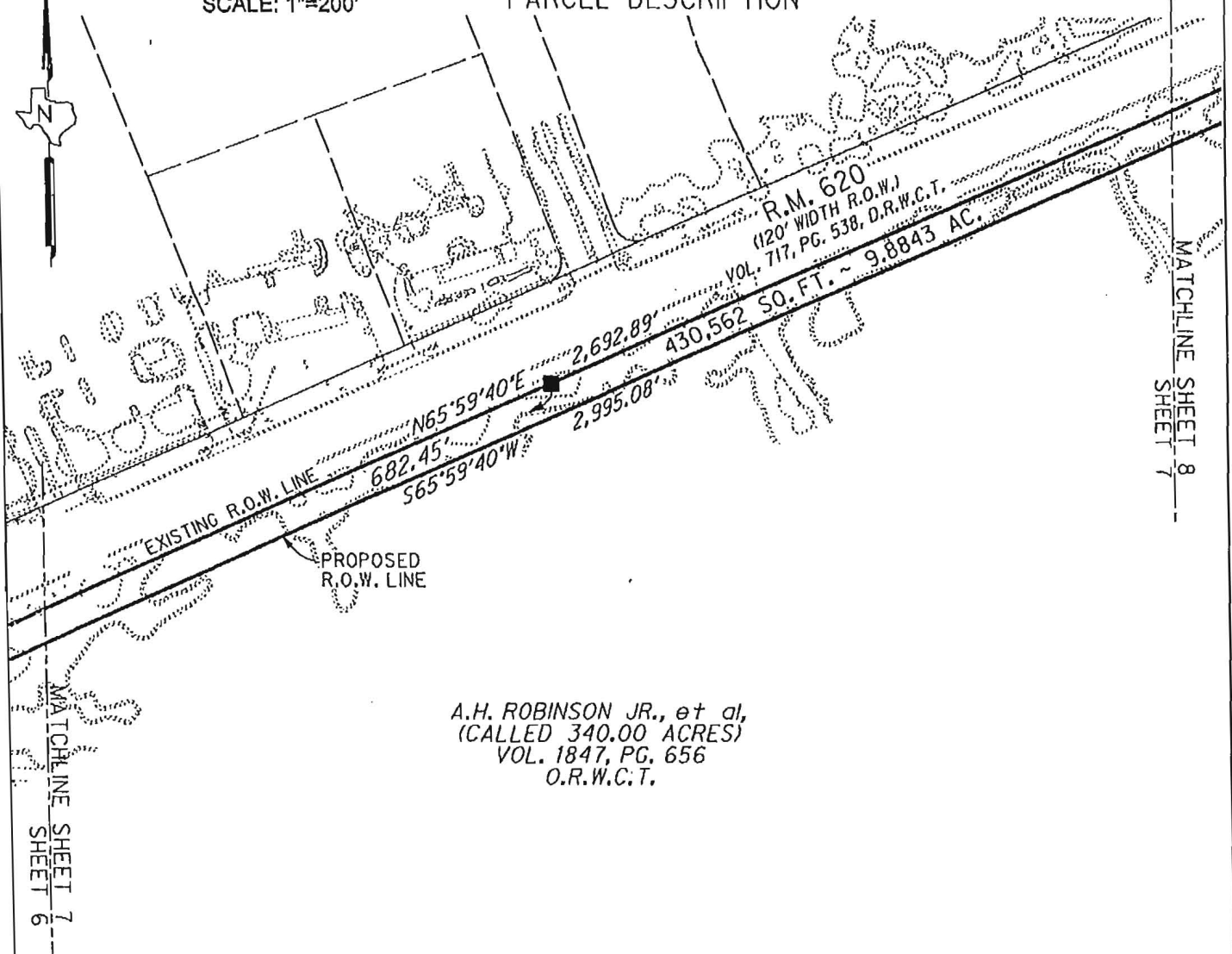
**HALFF**4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-6359
TEL (512) 252-8104
FAX (512) 252-8141

EXHIBIT "A"

0 100 200 300 400
SCALE: 1"=200'

SKETCH TO ACCOMPANY
PARCEL DESCRIPTION

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8/12/2010



A.H. ROBINSON JR., et al,
(CALLED 340.00 ACRES)
VOL. 1847, PG. 656
O.R.W.C.T.

JACOB M. HARRELL SURVEY
ABSTRACT NO. 284



HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78749-5358
TEL (512) 252-8184
FAX (512) 252-8141

RIGHT-OF-WAY ACQUISITION
ROBINSON

PROJECT NO.
26671

R.M. 620

SCALE
1"=200'

ACCOMPANYING FILE:
SV-ROBINSON-TRACT-RI.doc

COUNTY
WILLIAMSON

ACQUISITION

ACRES

SQUARE FEET

DEED AREA

340.00

14,810,400

REMAINDER AREA

330.1157

14,379,838

8/12/2010 4:55:40 PM

SKETCH TO ACCOMPANY
PARCEL DESCRIPTION

0 100 200 300 400
SCALE: 1"=200'

DEEP WOOD DRIVE
(VARYING WIDTH R.O.W.)
VOL. 2156, PG. 4, D.R.W.C.T.

R.M. 620
(VARYING WIDTH R.O.W.)
VOL. 717, PG. 538, D.R.W.C.T.

A.H. ROBINSON JR., et al,
(CALLED 340.00 ACRES)
VOL. 1847, PG. 656
O.R.W.C.T.

JACOB M. HARRELL SURVEY
ABSTRACT NO. 284

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N70°05'05"E	359.29'
L2	N89°49'03"E	251.82'

CURVE TABLE

CV. NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C2	35°05'00" (RT.)	905.08'	654.20'	545.58'	N72°16'33"E
C3	00°18'41" (LT.)	2045.00'	11.11'	11.11'	S03°41'40"E
C4	21°50'39" (LT.)	2191.83'	835.84'	830.69'	S78°55'00"W



HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78769-5358
TEL (512) 262-8164
FAX (512) 262-8141

RIGHT-OF-WAY ACQUISITION
ROBINSONPROJECT NO.
26671

R.M. 620

SCALE
1" = 200'ACCOMPANYING FILE:
SV-ROBINSON-TRACT-RI.docCOUNTY
WILLIAMSON

	ACRES	SQUARE FEET
ACQUISITION	9,8843	430,562
DEED AREA	340.00	14,810,400
REMAINDER AREA	330.1157	14,379,838

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
■	TXDOT TYPE II CONCRETE MONUMENT FOUND
⊗	TXDOT TYPE III CONCRETE MONUMENT SET
○	1/2" IRON ROD SET WITH "HALFF" CAP (UNLESS NOTED)
●	IRON ROD FOUND (SIZE NOTED)
⊗	1/2" IRON ROD FOUND W/CAP STAMPED "BAKER-ACKLEN & ASSOC."
●	SQUARE-HEAD BOLT FOUND
⊙	IRON PIPE FOUND (SIZE NOTED)
▲	FOUND "X" CUT (UNLESS NOTED)
△	CALCULATED POINT
○	FENCE POST
N.T.S.	NOT TO SCALE
(XXX)	RECORD INFORMATION PARENT TRACT
[XXX]	RECORD INFORMATION ADJOINER TRACT
R.O.W.	RIGHT-OF-WAY
ESMT.	EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
DOC.#	DOCUMENT NUMBER
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING SETBACK LINE
—	DISTANCE NOT SHOWN TO SCALE
—	PROPERTY LINE
—	R.M. 620 PROPOSED RIGHT-OF-WAY LINE
X — X	FENCE
---	APPROXIMATE SURVEY LINE
---	PROPOSED EASEMENT LINE
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING

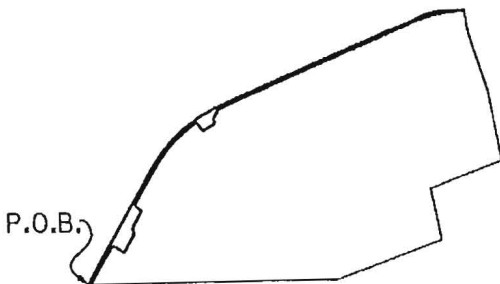
SKETCH TO ACCOMPANY
PARCEL DESCRIPTION

1) THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, THE GRID TO SURFACE ADJUSTMENT SCALE FACTOR IS 1.00011.

2) THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.

3) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR REPORT. THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY, NOR MADE ANY INDEPENDENT INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, RESTRICTIVE COVENANTS OR ANY OTHER ENCUMBRANCES.

I HEREBY CERTIFY THAT THIS PLAT AND THE ACCOMPANYING DESCRIPTION OF EVEN DATE HERewith ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



OVERALL
ROBINSON TRACT
N.T.S.

DAN H. CLARK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6011

8/12/2010
DATE



HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 262-8164
FAX (512) 262-8141

RIGHT-OF-WAY ACQUISITION
ROBINSON

PROJECT NO.
26671

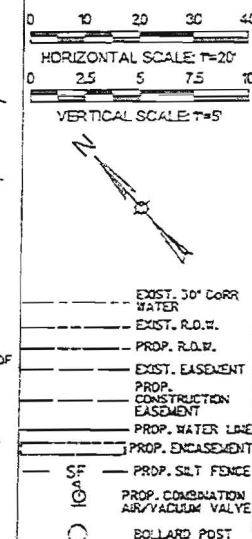
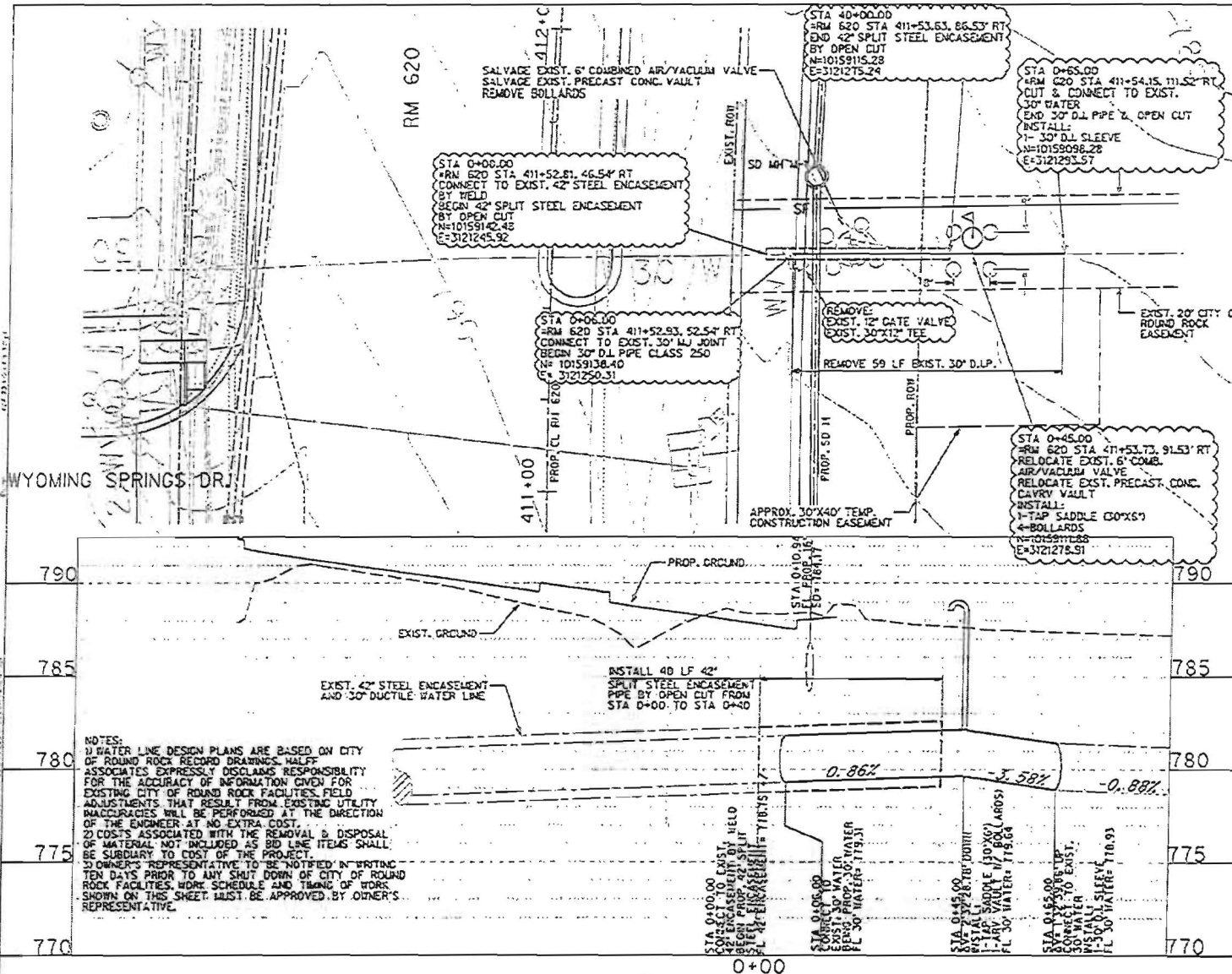
R.M. 620

SCALE
1" = 200'

ACCOMPANYING FILE:
SV-ROBINSON-TRACT-RI.doc

COUNTY
WILLIAMSON

	ACRES	SQUARE FEET
ACQUISITION	9.8843	430,562
DEED AREA	340.00	14,810,400
REMAINDER AREA	330.1157	14,379,838



<div> HALFF </div>			
RM 620 SAFETY IMPROVEMENTS			
CITY OF ROUND ROCK			
WATER LINE ADJUSTMENT			
© 2011 WILLIAMSON COUNTY			
DATE	BY	CHKD	DATE
04/28/11	TEXAS	1.2.3	11/06
NO.	28071	WILLIAMSON	420

EXHIBIT

tabb

C

SPECIAL WARRANTY DEED

RM620 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

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

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM Highway 620 improvements ("Project"); and,

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, ROBINSON LAND LIMITED PARTNERSHIP, a Texas limited partnership, and ROBINSON 1994 LAND LIMITED PARTNERSHIP, a Texas limited partnership, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 9.8843 acre tract of land, more or less, situated in the Jacob M. Harrell Survey, Abstract No. 284 in Williamson County, Texas, being more fully described by metes and bounds and shown on the sketch in Exhibit "A", attached hereto and incorporated herein (Parcel 1)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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

Grantor reserves all of the oil, gas and other minerals, in and under the land herein conveyed but waives all right of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of RM 620, but shall not be used or exported from the Property for any other purpose.

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

This deed is being delivered in lieu of condemnation.

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

[signature page follows]

ROBINSON LAND LIMITED PARTNERSHIP,
a Texas limited partnership

By: Scott Bradley Robinson
General Partner

ACKNOWLEDGMENT

www

Notary Public, State of Texas

STATE OF TEXAS

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§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the ____ day of _____, 2012 by John Oscar Robinson, General Partner of Robinson Associates, a Texas General Partnership, General Partner of Robinson Land Limited Partnership in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

ROBINSON 1994 LAND LIMITED PARTNERSHIP,
a Texas limited partnership

By: **Robinson 1989 Land Limited Partnership**, a Texas
General Partnership, General Partner

By: _____
John Oscar Robinson
General Partner

STATE OF TEXAS

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§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the ____ day of _____, 2012 by John Oscar Robinson, General Partner of Robinson 1989 Land Limited Partnership, a Texas General Partnership, General Partner of Robinson 1994 Land Limited Partnership, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO:



TEMPORARY CONSTRUCTION EASEMENT
RM 620 Safety Improvement Project—Waterline relocation

THE STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

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That ROBINSON LAND LIMITED PARTNERSHIP, a Texas limited partnership, and ROBINSON 1994 LAND LIMITED PARTNERSHIP, a Texas limited partnership, and their successors and assigns (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by WILLIAMSON COUNTY, TEXAS, its agents, contractors, successors and assigns, (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee a Temporary Construction Easement in and to the Property described in Exhibit "A" attached hereto for the purpose of providing access for the construction, relocation, and/or installation of waterline facilities, and associated accessories and appurtenances required as part of the RM620 roadway improvements project, within the adjacent easement area owned by the City of Round Rock, and any associated clearing or other use to facilitate the adjacent utility relocation improvement project, in, along, upon and across the Property as necessary to carry out the purposes of this easement.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of construction and maintenance of the improvements described above; all upon the condition that upon completion of construction of the roadway improvements within the adjacent right of way, Grantee shall repair and restore the surface of said premises as nearly as is reasonably possible to the condition which the Property was in before the work was undertaken.

This Temporary Construction Easement shall terminate upon the expiration of six [6] months after the first entry of Grantee upon the Property for the purposes of this Easement, or on December 31, 2012, whichever occurs first.

Grantee hereby covenants and agrees:

- (a) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

- (b) Grantor also retains, reserves, and shall continue to enjoy the surface of such Temporary Construction Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the Temporary Construction Easement.
- (c) All contractors or assigns working within the Property are deemed to have assumed all of the Grantee's obligations under this agreement. All contractors or assigns shall provide proof of insurance complying with the "Indemnity & Insurance Agreement" attached as Exhibit "B", or which is otherwise satisfactory to Grantor in accordance with the requirements set forth on Exhibit "B"; and shall indemnify and hold Grantor harmless from all causes of action, including but not limited to environmental levies against Grantor resulting from the activities authorized by this Easement, including but not limited to attorney's fees; and shall execute an "Indemnity & Insurance Agreement" in the form as show on Exhibit "B" prior to the start of any use of the Easement area; all contractors or assigns shall abide by rules set forth by Grantor, which rules are set out in the attached Exhibit "C".
- (d) As additional consideration for the granting of this Easement the Grantee agrees to reimburse Grantor for the cost to construct a temporary fence along the boundary of the Temporary Construction Easement prior to the beginning of use of the Easement area, and for the cost to reconstruct Grantor's permanent fencing on the existing right of way line upon expiration of the Easement as set out herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind himself, his successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Temporary Construction Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this _____ day of _____, 2012.

[signature page follows]

ROBINSON LAND LIMITED PARTNERSHIP,
a Texas limited partnership

By: Scott Bradley Robinson
General Partner

By: John Oscar Robinson
General Partner

STATE OF TEXAS §
COUNTY OF TRAVIS §

Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2012 by John Oscar Robinson, General Partner of Robinson Associates, a Texas General Partnership, General Partner of Robinson Land Limited Partnership in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

ROBINSON 1994 LAND LIMITED PARTNERSHIP,
a Texas limited partnership

By: **Robinson 1989 Land Limited Partnership**, a Texas
General Partnership, General Partner

By: _____
John Oscar Robinson
General Partner

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2012 by John Oscar Robinson, General Partner of Robinson 1989 Land Limited Partnership, a Texas General Partnership, General Partner of Robinson 1994 Land Limited Partnership, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

5

EXHIBIT A

PROPERTY DESCRIPTION

Exhibit B to Temporary Construction Easement
INDEMNITY & INSURANCE AGREEMENT

It is the express intent of the parties, _____ (hereafter referred to as Land User), and **Robinson Land Limited Partnership, Robinson 1994 Land Limited Partnership**, and all other owners of the land to be accessed or used by the land User, (hereafter referred to as the land Owners), and **Robinson Cattle Company** (hereafter referred to as the Land Lessee) that the indemnity provided in this agreement is indemnity by signature to protect and indemnify the Land Owners and Land Lessee.

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 Land 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 1994 Land Limited Partnership**, 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
- a. In addition, **Robinson Land Limited Partnership, Robinson 1994 Land Limited Partnership**, and **Robinson Cattle Company** (as Land Lessee) must be named as **Additional Insureds**.

Indemnity Agreement
Page 2

- 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 ten-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)

EXHIBIT C

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, ANY DISTURBED PROPERTY WILL BE RECLAIMED USING NEW TOPSOIL IF REQUIRED TO RESTORE THE DISTURBED AREAS TO EXISTING GRADE (TO EXCLUDE ANY ROCK AND CLAY MATERIAL) AND GRASS WILL BE RESEEDING 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 at Contractor's expense.

No leaks of fuels or other 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.

SPECIAL CONDITIONS

Page 2

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.

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.

Perimeter gates must be kept locked at all times. 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