<u>RELEASE OF RIGHT-OF-ENTRY, POSSESSION, USE AND CONSTRUCTION</u> <u>AGREEMENT</u>

Date: _____, 2021

Releasor/: WILLIAMSON COUNTY, TEXAS

Releasor's Mailing Address (including county):

Williamson County 710 Main Street, Suite 101 Georgetown, Texas 78626 Williamson County

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (with any improvements):

All that certain real property described in further detail by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes ("Property").

For valuable consideration, the receipt of which is hereby acknowledged, Releasor Williamson County does abandon, release, and discharge all of its right, title, and interest in and to the Property pursuant to a Right-of-Entry Agreement, Possession, Use and Construction Agreement as recorded in Doc.# 2002072798, Official Records of Williamson County, Texas and a Correction Right-of Entry, Possession, Use and Construction Agreement as recorded in Doc.# 2002096702, Official Records of Williamson County, Texas . Neither Releasor nor its administrators, successors, or assigns shall have, claim, or demand any right or title in and to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

[signature page follows]

2 EXECUTED on this the _____ day of _____, 2021.

RELEASOR:

WILLIAMSON COUNTY, TEXAS

By:_____

Bill Gravell Jr., County Judge

Acknowledgment

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Bill Gravell Jr., in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

After recording return to:

Sheets & Crossfield, P.C. 309 East Main St. Round Rock, Texas 78664 Exhibit "A"

RIGHT OF ENTRY, POSSESSION, USE AND CONSTRUCTION AGREEMENT (Parcels 70, 70E, 70 DE1, 70DE2, 425A, 425B, 425CE1, and 425CE2)

STATE OF TEXAS	§
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COUNTY OF WILLIAMSON	Ş

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WHEREAS, the undersigned, ("GRANTOR"), are the owners of approximately 122.3366 acres of land located in Williamson County, Texas, identified as parcels 70, 70E, 70 DE1, 70DE2, 425A, 425B, 425CE1, and 425CE2 being more particularly described by metes and bounds on Exhibit "A"- "H" ("The Whole Property"); and

WHEREAS, WILLIAMSON COUNTY, TEXAS, or its assigns ("GRANTEE"), desires to acquire fee simple title to a portion of The Whole Property, being more particularly described by metes and bounds on Exhibit "I" ("Part Taken") whether through contract and conveyance or through eminent domain proceedings for the purpose of constructing a highway and related facilities; and

WHEREAS, GRANTEE desires to take possession of the Part Taken at an earlier date than it otherwise could through formal condemnation proceedings in order to meet contract letting and construction schedules; and

WHEREAS, GRANTOR, as an accommodation to GRANTEE has agreed to allow GRANTEE to take possession of the Part Taken in recognition that GRANTOR and GRANTEE are still negotiating in good faith, the fair market value of the portion of The Whole Property outside the Part Taken ("The Remainder").

NOW THEREFORE, for and in consideration of the sum of Three Million Seven Hundred Thirty Thousand Two Hundred Eighty-Eight AND 10/100 DOLLARS (\$3,730,288.10) which represents the agreed upon value of the actual Part Taken, but does not reflect any value or compensation for other damages, if any by virtue of the right of way taking ("Right of Entry Fee"), paid by the GRANTEE to GRANTOR, the receipt and sufficiency of which are hereby expressly acknowledged, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto GRANTEE, its successors, agents and assigns an irrevocable right-of-entry, possession, and construction license, with the right of exclusive possession over, upon, and across the Part Taken. It is agreed that the above-stated \$3,730,288.10 is the total adequate and full consideration for the actual Part Taken, but does not include damages to The Remainder. In addition to the Right of Entry fee, or any other compensation, Grantee shall pay Grantor \$130,664 dollars as compensation for costs necessary to construct fencing along the boundaries of the Part Taken. By virtue of this Agreement, neither party admits to the existence or nonexistence of damages to The Remainder, which shall be determined through negotiation or condemnation proceedings.

In addition to the Right of Entry fee or any other compensation, Grantee shall pay Grantor the amount of \$375,000 (Three Hundred Seventy-Five Thousand and No/100 Dollars) in connection with a future determination of damages to The Remainder. If damages to The Remainder are finally determined by an award of the Special Commissioners or a judgment rendered in a judicial condemnation proceeding to be less than \$375,000, then Grantee shall retain the \$375,000 and fence construction costs previously paid as full and final satisfaction of damages to The Remainder.

However, if damages to The Remainder are determined by an award of the Special Commissioners or a judgment rendered in a judicial condemnation proceeding to be greater than \$375,000 then this payment and this payment only shall be credited toward an offset of the total amount of damages to be paid to Grantor.

It is expressly agreed, acknowledged, and understood that the Right of Entry Fee, exclusive of interest, clearing compensation for fencing and compensation for fence construction shall not offset any damages to The Remainder.

The license granted to GRANTEE is assignable and may be used by GRANTEE, its successors and assigns, for the purposes of proceeding with surveying, site review and analysis, utility relocation, actual construction prior to the acquisition of title to the Part Taken through condemnation or contract, subject to the terms of this Agreement.

GRANTEE shall have the full and exclusive right within the legal boundaries of the Part Taken to control and use the Part Taken, 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, trench, fill, and grade, construct utilities and roadways. Utility construction shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines and related facilities. Road construction shall include, but not be limited to, 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 way and their 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.

GRANTEE shall make available at the offices of the Texas Turnpike Authority located at 1421 Wells Branch Parkway, Building 1, Suite 107 in Pflugerville, Texas to Grantor for copying at no expense to GRANTOR all plans and specifications for highway and/or roads which GRANTEE or its assigns intend to construct within The Whole Property. The use of such copies shall be limited solely for the use of GRANTOR. GRANTEE shall make available at the offices of the Texas Turnpike Authority located at 1421 Wells Branch Parkway, Building 1, Suite 107 Pflugerville, Texas to GRANTOR for copying at no expense to GRANTOR the agreements, permits or memoranda of understanding entered into or issued by any federal, state or local governmental agency, department or entity that addresses in any way the use of The Whole Property, or the plans for highways and/or roads which GRANTEE or its assigns intend to construct within the boundaries of The Whole Property, including, but not limited to the use of The Whole Property for environmental mitigation purposes. Privileged and/or confidential documents of GRANTEE or its assigns shall not be made available to GRANTOR.

GRANTOR reserves fee title to the Part Taken, and the easement, rights, and privileges granted by this Agreement shall automatically terminate upon the closing of a purchase contract with GRANTOR conveying fee title to GRANTEE or the rendition of a final judgment in a condemnation proceeding in a court of competent jurisdiction. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

In addition to the foregoing, this Agreement is subject to the following:

- 1. By entering into this Agreement, GRANTOR does 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, common law or any other provision of law or equity that GRANTOR may have in connection with GRANTEE's exercise of its rights of eminent domain or taking or acquisition of the Part Taken, including but not limited to GRANTOR's right to contest procedural issues and any and all damage and compensation for The Remainder. GRANTOR reserves the right to challenge, contest or appeal any aspect of the proceedings acquisition, excluding Grantee's authority to condemn the Part Taken. Neither party waives any of its legal rights, including any right to appeal or otherwise complain of any award by Special Commissioners or a court of competent jurisdiction.
- 2. This Right of Entry, Possession, and Construction Easement shall expire sixty (60) days after the filing of a Special Commissioners' award covering all of the Part Taken and damages to The Remainder unless GRANTEE deposits the Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
- 3. GRANTEE agrees to negotiate in good faith with GRANTOR with respect to the value of The Remainder and any other related issues. If the parties fail to reach a mutual agreement within sixty (60) days from the date of this Agreement, GRANTOR, at its option, at anytime thereafter, may notify GRANTEE that it desires for GRANTEE to file its condemnation action and immediately ask the Court to appoint Special Commissioners and schedule a hearing at the earliest practical time. GRANTEE shall initiate the condemnation proceedings within ninety (90) days of such notice from GRANTOR and shall cooperate with GRANTOR to schedule a hearing at the earliest possible date and covenants that it will not seek to delay or continue the hearing. GRANTEE shall take all procedural steps necessary to ensure that the hearing is held in a timely manner without any delays that are the fault of GRANTEE.

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- 4. The "date of taking" for the purpose of determining the value of the Part Taken shall be the date payment is made pursuant to this Agreement. GRANTEE shall provide GRANTOR written notice of the date it takes possession not less than five (5) business days prior to taking possession.
- 5. This Agreement shall be binding upon the heirs, devises, executors, administrators, legal representatives, successors, assigns, contractors and subcontractors of each of the parties, and the name(s) and phone number(s) of each project manager(s) will be given to GRANTOR prior to any contractors or subcontractors entering into the Part Taken.
- 6. The easement, right, and privileges granted are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the Part Taken.
- 7. Neither this Agreement nor any of its terms shall be admitted as evidence or otherwise used in any future legal proceeding relating to damages to The Remainder.

TO HAVE AND TO HOLD possession of the Part Taken for the purposes and subject to the limitations described above, GRANTOR warrants that to the best of its knowledge no persons or business entity owns a present possessory interest in the fee title in the Part Taken other than GRANTOR, and that there are no parties in possession of any portion of the Part Taken.

Executed this the 9th day of September, 2002.

GRANTOR:

ROBINSON LAND LIMITED PARTNERSHIP,

a Texas limited partnership

By: **ROBINSON ASSOCIATES**, a Texas general partnership, General Partner

Bv: DOMANTI A.H. Robinson, III, General Partner

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John Oscar Robinson, General Partner

ROBINSON 1992 LAND LIMITED PARTNERSHIP,

a Texas limited partnership

Comson Tu By:_ A.H. Robinson, III, General Partner

Uno B

John Oscar Robinson, General Partner

ROBINSON RANCH, a Texas general partnership

Comison The By:_

A.H. Robinson, III, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. Its: General Partner

By:_

Flora Robinson Cosper, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. Its: General Partner

By:

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Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. Its: General Partner

ROBINSON 1992 LAND LIMITED PARTNERSHIP,

a Texas limited partnership

By:__

A.H. Robinson, III, General Partner

By:___

John Oscar Robinson, General Partner

ROBINSON RANCH, a Texas general partnership

By:__

A.H. Robinson, III, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. Its: General Partner

By: <u>Ilara Rahimson Cappu</u> Flora Robinson Cosper, as Co-Independent Executor of the

Flora Robinson Cosper, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. Its: General Partner

By:_

Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. Its: General Partner By: J. P. Morgan Chase Bank, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr. 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 transaction herein.

By: home Printed Name: _____ Chuk Title:

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

> By: G. E. Robinson, LLC, a Texas limited liability company, Its General Partner

Im By

J. Oscar Robinson, Manager

304 JOINT VENTURE, a Texas general partnership

- By: **ROBINSON LAND LIMITED PARTNERSHIP**, a Texas limited partnership, Its General Partner
 - By: **ROBINSON ASSOCIATES**, a Texas general partnership, General Partner

Souson By.

Robinson, III, General Partner

John Oscar Robinson, General Partner

By: ROBINSON 1990 LAND LIMITED PARTNERSHIP,

a Texas limited partnership, Its General Partner

Jourson By: A.H. Robinson, III, General Partner

no John Oscar Robinson, General Partner

By: **ROBINSON 1992 LAND LIMITED PARTNERSHIP**, a Texas limited partnership, Its General Partner

ounon By:

A.H. Robinson, III, General Partner

By:

John Oscar Robinson, General Partner

Douronth By:

A.H. Robinson, III, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, Its General Partner

By:

John Oscar Robinson, Co-Trustee of George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, Its General Partner

ROBINSON RANCH, a Texas general partnership, By: Its General Partner

By:__

A.H. Robinson, III, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. Its: General Partner

By:_

Flora Robinson Cosper, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. Its: General Partner

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Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. Its: General Partner

J. P. Morgan Chase Bank, as Trustee of the Thomas By: Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr.

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 transaction herein.

By: _____ Romes Clark-____ Title: _____

By: **ROBINSON RANCH**, a Texas general partnership, Its General Partner

By:__

A.H. Robinson, III, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. Its: General Partner

By: <u>Alara Relunson Cosper</u> Flora Robinson Cosper, as Co-Independent

Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. Its: General Partner

By:_

Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. Its: General Partner

By: J. P. Morgan Chase Bank, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr.

> 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 transaction herein.

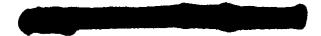
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Dening and NTamaga			
Printed Name:			
Title:			

- By: GER 1999 Limited Partnership, a Texas limited partnership, Its General Partner
 - By: G. E. Robinson, LLC, a Texas limited liability company, Its General Partner

J. Oscar Robinson, Manager By:

Flora Robinson Cosper, individually



GRANTEE:

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COUNTY OF WILLIAMSON

By:__

John Doerfler, County Judge

GER 1999 Limited Partnership, By: a Texas limited partnership, Its General Partner

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

By:______ J. Oscar Robinson, Manager

<u>Ilora Robinson Cosper</u> Flora Robinson Cosper, individually

GRANTEE:

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COUNTY OF WILLIAMSON

By:___

John Doerfler, County Judge

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GER 1999 Limited Partnership, By: a Texas limited partnership, Its General Partner

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

By:______ J. Oscar Robinson, Manager

<u>Ilaia Robinson Conpu</u> Flora Robinson Cosper, individually

GRANTEE:

COUNTY OF WILLIAMSON

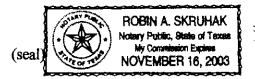
By John C. Dauffer 9-11-02 John Doerfler, County Judge

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THE STATE OF TEXAS §

COUNTY OF TLAUIS §

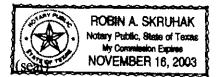
This instrument was acknowledged before me on the 10^{12} day of September. 2002, by A.H. Robinson, III, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, on behalf of the partnerships.



Robi A. Skuhak Notary Public Signature

THE STATE OF TEXAS § COUNTY OF TRAULS §

This instrument was acknowledged before me on the 9t/2 day of 300t/20002002, by John Oscar Robinson, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, on behalf of the partnerships.



Robi A. Skuhak. Notary Public Signature

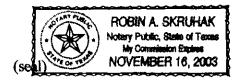
THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 10^{12} day of 3eptember. 2002, by A.H. Robinson, III, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, on behalf of the partnership.

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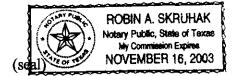
Robi A. Skubak Notary Public Signature

THE STATE OF TEXAS

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9^{tL} day of <u>September</u> 2002, by John Oscar Robinson, General Partner of Robinson 1992 Land Limited'Partnership, a Texas limited partnership, on behalf of the partnership.

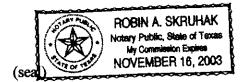
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i A. Skubak Notary Public Signature

THE STATE OF TEXAS § COUNTY OF TRAULS §

This instrument was acknowledged before me on the 10^{tL} day of setup hyr.2002, by A.H. Robinson, III, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.



i A. Skruhak

Notary Public Signature

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THE STATE OF TEXAS

COUNTY OF

This instrument was acknowledged before me on the day of 2002, by Flora Robinson Cosper, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.

Notary Public Signature

THE STATE OF TEXAS

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2002, by John Oscar Robinson, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, on behalf of the partnership.

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(seal)

Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF §

This instrument was acknowledged before me on the _____ day of _____, 2002, by A.H. Robinson, III, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.

Notary Public Signature

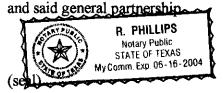
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(seal)

THE STATE OF TEXAS

COUNTY OF Mucco §

This instrument was acknowledged before me on the <u>//</u> day of <u>System U</u>, 2002, by Flora Robinson Cosper, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the estate, the trusts



Notary Public Signature

COUNTY OF 7R4015 §

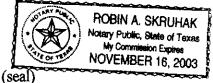
This instrument was acknowledged before me on the 10^{+1} day of 3 the Mbuk. 2002, by Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the trusts and said general partnership.

bin A. Skruhak ROBIN A. SKRUHAK Notary Public, State of Texas Notary Public Signature My Commission Expires NOVEMBER 16, 2003 (seal)

THE STATE OF TEXAS §

COUNTY OF TRAUS

This instrument was acknowledged before me on the <u>10th</u> day of <u>Septem bur</u>. 2002, by <u>Thomas Clark</u>, <u>Vice</u>, <u>President</u> of J.P. Morgan Chase Bank, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, on behalf of the trusts and said general partnership.

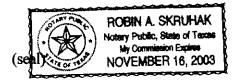


Robin A. Skruhak Notary Public Signature

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THE STATE OF TEXAS §
COUNTY OF <u>TRAUS</u> §

This instrument was acknowledged before me on the 9^{tL} day of 5_{tt} day of 5_{tt} day of 2002, by J. Oscar Robinson, Manager of G. E. Robinson, LLC, a Texas limited liability company, General Partner of GER 1999 Limited Partnership, a Texas limited partnership, General Partner of Robinson Ranch, a Texas general partnership, on behalf of the limited liability company, the limited partnership and said general partnership.



Robi A. Skruhak

Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAUIS

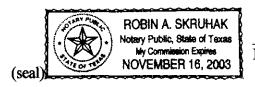
This instrument was acknowledged before me on the <u>10^{rb}</u> day of <u>september</u>. 2002, by A.H. Robinson, III, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

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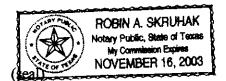
Robi A. Skulak

Notary Public Signature

THE STATE OF TEXAS

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the $9^{\pm L}$ day of <u>sector</u> bur 2002, by John Oscar Robinson, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

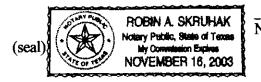


Robie A. Skubah Notary Public Signature

THE STATE OF TEXAS

COUNTY OF TRAUS

This instrument was acknowledged before me on the 10^{tL} day of 5 ptember. 2002, by A.H. Robinson, III, General Partner of Robinson 1990 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.



Robin A. Skruhak Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF _ TRAUS

This instrument was acknowledged before me on the 9th day of September 2002, by John Oscar Robinson, General Partner of Robinson 1990 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

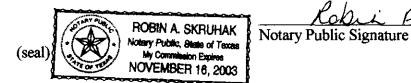
ROBIN A. SKRUHAK Robie A. Shuhak Notary Public Signature Notery Public, State of Texas My Commission Expires NOVEMBER 16, 2003 (seal)

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THE STATE OF TEXAS §

COUNTY OF TRAUS §

This instrument was acknowledged before me on the $10^{t/2}$ day of Septem 2002, by A.H. Robinson, III, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.



bi A. Skruhak

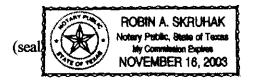
THE STATE OF TEXAS

COUNTY OF TRAUIS

This instrument was acknowledged before me on the 9^{tL} day of September. 2002, by John Oscar Robinson, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

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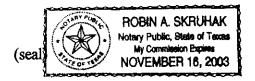
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Robin A. Skruhak Notary Public Signature

COUNTY OF TRAUS §

This instrument was acknowledged before me on the 10th day of September. 2002, by A.H. Robinson, III, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, for 304 Joint Venture, a Texas general partnership, on behalf of said trusts.

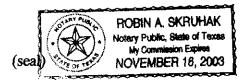


i A. Skuhah

Notary Public Signature

THE STATE OF TEXAS § COUNTY OF _____RAUS §

This instrument was acknowledged before me on the <u>9th</u> day of <u>September</u> 2002, by John Oscar Robinson, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, for 304 Joint Venture, a Texas general partnership, on behalf of said trusts.

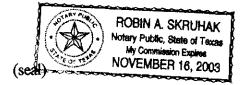


Robie A. Skuhah Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of I when her 2002, by A.H. Robinson, III, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.



Robi A. Bkruhak Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF §

This instrument was acknowledged before me on the ______ day of ______, 2002, by Flora Robinson Cosper, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.

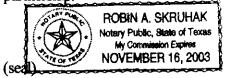
Notary Public Signature

(seal)

THE STATE OF TEXAS §

COUNTY OF <u>TRAUS</u> §

This instrument was acknowledged before me on the 10^{14} day of 3 eftember. 2002, by Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the trusts and said general partnership.



i A. Skuhak

Notary Public Signature

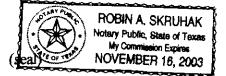
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THE STATE OF TEXAS

COUNTY OF TRAUIS

This instrument was acknowledged before me on the 10^{+2} day of 3 ytember. 2002, by <u>Thomas Clark</u>, <u>Uice President</u> of J.P. Morgan Chase Bank, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the trusts and said general partnership.



Robi A. Skuhak

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Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF Maleer §

This instrument was acknowledged before me on the <u>II</u> day of <u>September</u>, 2002, by Flora Robinson Cosper, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.

R. PHILLIPS Notary Public STATE OF TEXAS My Comm. Exp. 06-16-2004	RACO Notary Public Signature	
THE STATE OF TEXAS	§	
COUNTY OF	ş	

This instrument was acknowledged before me on the ______ day of ______. 2002, by Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the trusts and said general partnership.

(seal)

Notary Public Signature

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THE STATE OF TEXAS

COUNTY OF _____

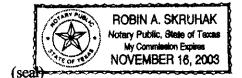
This instrument was acknowledged before me on the _____day of _____, 2002, by ______, of J.P. Morgan Chase Bank, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the trusts and said general partnership.

Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAUS §

This instrument was acknowledged before me on the 9^{tL} day of 3_{eft} but 2002, by J. Oscar Robinson, Manager of G. E. Robinson, LLC, a Texas limited liability company, General Partner of GER 1999 Limited Partnership, a Texas limited partnership, General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the limited liability company, the limited partnership and said general partnership.



Robie A. Skuhak

Notary Public Signature

THE STATE OF TEXAS

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2002, by Flora Robinson Cosper, individually.

§

Notary Public Signature

(seal)

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of ______, 2002, by John Doerfler, County Judge out of the County of Williamson, State of Texas, on behalf of said County.

Notary Public Signature

(seal)

This instrument was acknowledged before me on the // Day of September, 2002, by John C. Doerfler.

One E Lableum

Notary Public Signature



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JANE E. TABLERIOU Notary Public, State of Texas My Commission Expires April 29, 2006 THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ______ day of ______, 2002, by J. Oscar Robinson, Manager of G. E. Robinson, LLC, a Texas limited liability company, General Partner of GER 1999 Limited Partnership, a Texas limited partnership, General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the limited liability company, the limited partnership and said general partnership.

Notary Public Signature

(seal)

THE STATE OF TEXAS

COUNTY OF <u>Muccer</u>

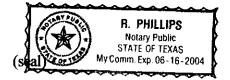
This instrument was acknowledged before me on the <u>//</u> day of <u>September</u>, 2002, by Flora Robinson Cosper, individually.

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Notary Public Signature

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2002, by A.H. Robinson, III, individually.

Notary Public Signature

(seal)

EXHIBIT A Page 1 of 16 Pages

County: Williamson Highway: State Highway 45 Limits: From West of US 183 to FM 685 CSJ: 0683-06-011

Property Description for Parcel 70

Being all that certain 66.810 acre (2,910,244 square feet) tract of land situated in the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of and a part of a called 523.74 acre tract, referred to as Tract 2(A), conveyed to Robinson Ranch (47.414%) per deed recorded in Volume 2512, Page 349 of the Official Records of Williamson County, Texas (O.R.W.C.T.); Robinson 1992 Land Limited Partnership (1.16%) per deed recorded in Volume 2512, Page 394 O.R.W.C.T.; Robinson Land Limited Partnership (32.68%) per deed recorded in Volume 2512, Page 408 O.R.W.C.T.; Robinson 1992 Land Limited Partnership (18.746%) per deed recorded in Volume 2512, Page 408 O.R.W.C.T.; Robinson 1992 Land Limited Partnership (18.746%) per deed recorded in Volume 2512, Page 425 O.R.W.C.T. Said 66.810 acre tract being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a surface adjustment factor of 1.00012:

BEGINNING at a Texas Department of Transportation (TxDOT) brass disk in concrete (X= 3,128,365.80, Y=10,147,995.15) set at the intersection of the existing westerly right-of-way line of County Road 172 (120 feet wide) described in dedication deed to Williamson County, Texas recorded in Volume 1130, Page 547 O.R.W.C.T. with the proposed southerly right-of-way line of State Highway 45 (SH 45) at 615.75 feet right of and perpendicular to SH 45 Baseline Station 489+97.39, said point being the most easterly southeast corner of the herein described tract;

THENCE, crossing said 523.74 acre tract and along the proposed southerly right-of-way line of SH 45, the following six courses:

- 1. North 16°50'56" West, a distance of 111.88 feet to a TxDOT brass disk in concrete set for an angle point;
- 2. North 12°23'54" West, a distance of 180.70 feet to a TxDOT brass disk in concrete set for an angle point;
- 3. North 57°23'53" West, a distance of 97.58 feet to a TxDOT brass disk in concrete set for an angle point;



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- 4. South 77°36'07" West, a distance of 280.90 feet to a TxDOT brass disk in concrete set for an angle point;
- 5. South 82°56'26" West, a distance of 585.75 feet to a TxDOT brass disk in concrete set for an angle point;
- 6. South 77°36'07" West, at a distance of 55.59 feet pass a TxDOT brass disk in concrete set, continuing for a total distance of 896.22 feet to a TxDOT brass disk in concrete set in the proposed easterly right-of-way line of Loop 1;

THENCE, along said proposed easterly right-of-way line of Loop 1, the following seven courses:

- 7. South 32°36'05" West, a distance of 14.14 feet to a TxDOT brass disk in concrete set for an angle point;
- 8. South 77°36'07" West, a distance of 127.79 feet to a TxDOT brass disk in concrete set for the beginning of a curve to the left;
- 9. At an arc distance of 102.47 feet pass a TxDOT brass disk in concrete set at 246.10 feet right of and perpendicular to Loop 1 Baseline PT Station 469+25.70, at an arc distance of 725.19 feet pass a TxDOT brass disk in concrete set at 341.56 feet right of and perpendicular to Loop 1 Baseline PT Station 311+24.50, continuing for a total arc distance of 1,017.66 feet along said curve to the left, with a Radius of 1,248.24 feet, a Delta Angle of 46°42'42", and a Chord Bearing and Distance of South 35°57'54" West, 989.71 feet to a TxDOT brass disk in concrete set for the beginning of a non-tangent curve to the left;
- 10. An arc distance of 107.79 feet along said curve to the left, with a Radius of 22,708.31 feet, a Delta Angle of 00°16'19", and a Chord Bearing and Distance of South 07°52'32" East, 107.79 feet to a TxDOT brass disk in concrete set for the end of said curve;
- 11. South 36°57'17" West, a distance of 14.15 feet to a TxDOT brass disk in concrete set for the beginning of a non-tangent curve to the left;
- 12. At an arc distance of 239.71 feet pass a TxDOT brass disk in concrete set, continuing for a total arc distance of 1,295.27 feet along said curve to the left, with a Radius of 22,718.31 feet, a Delta Angle of 03°16'00", and a Chord Bearing and Distance of South 09°40'12" East, 1,295.10 feet to a TxDOT brass disk in concrete set for the end of said curve and the beginning of a non-tangent curve to the left;

- 13. At an arc distance of 431.34 feet pass a TxDOT brass disk in concrete set, at an arc distance of 470.73 feet pass a ½-inch iron rod with TxDOT aluminum cap set, continuing for a total arc distance of 605.84 feet along said curve to the left, with a Radius of 19,360.50 feet, a Delta Angle of 01°47'35", and a Chord Bearing and Distance of South 12°39'42" East, 605.82 feet to a ½-inch iron rod with TxDOT aluminum cap set at 206.28 feet right of and perpendicular to Loop 1 Baseline Station 288+23.93, being in the south line of said 523.74 acre tract, same being the north line of a called 150.083 acre tract described as Tract I conveyed to Austin White Lime Company by deed recorded in Volume 779, Page 477 O.R.W.C.T. and in Volume 6922, Page 2051 of the Real Property Records of Travis County, Texas and being the most southerly southeast corner of the herein described tract;
- 14. THENCE, South 67°56'46" West (S70°35'00"W), along the line common to said 523.74 acre tract and said 150.083 acre tract, a distance of 431.80 feet to a ½-iron rod with TxDOT aluminum cap set at 220.04 feet left of and perpendicular to Loop 1 Baseline Station 287+55.38, being in the proposed westerly right-of-way line of Loop 1, being the beginning of a non-tangent curve to the right and being the most southerly southwest corner of the herein described tract;

THENCE, crossing said 523.74 acre tract and along the proposed westerly right-of-way line of Loop 1, the following four courses:

- 15. At an arc distance of 246.96 feet pass a TxDOT brass disk in concrete set, continuing for a total arc distance of 478.36 feet along said curve to the right, with a Radius of 25,731.50 feet, a Delta Angle of 01°03'55", and a Chord Bearing and Distance of North 11°54'24" West, 478.35 feet to a TxDOT brass disk in concrete set for the end of said curve;
- 16. North 06°39'13" West, a distance of 183.91 feet to a TxDOT brass disk in concrete set for the beginning of a non-tangent curve to the right;
- 17. At an arc distance of 200.60 feet pass a ½-inch iron rod with TxDOT aluminum cap set, at an arc distance of 1,098.71 feet pass a TxDOT brass disk in concrete set, continuing for a total arc distance of 1,638.59 feet along said curve to the right, with a Radius of 23,118.31 feet, a Delta Angle of 04°03'40", and a Chord Bearing and Distance of North 09°20'02" West, 1,638.25 feet to a TxDOT brass disk in concrete set for the beginning of a non-tangent curve to the left;
- 18. At an arc distance of 91.99 feet pass a TxDOT brass disk in concrete set at 218.43 feet left of and perpendicular to Loop 1 Baseline PT Station 311+24.50, continuing for a total arc distance of 831.78 feet along said curve to the left, with a Radius of 1,248.24 feet, a Delta Angle of 38°10'47", and a Chord Bearing and Distance of North 35°43'52" West, 816.48

EXHIBIT A Page 4 of 16 Pages

feet to a TxDOT brass disk in concrete set in the proposed southerly right-of-way line of SH 45 and being the beginning of a non-tangent curve to the right;

THENCE, along the proposed southerly right-of-way line of SH 45, the following two courses:

- 19. An arc distance of 195.98 feet along said curve to the right, with a Radius of 2,887.79 feet, a Delta Angle of 03°53'18", and a Chord Bearing and Distance of North 80°09'59" West, 195.94 feet to a TxDOT brass disk in concrete set for the end of said curve;
- 20. South 64°54'00" West, a distance of 60.00 feet to a TxDOT brass disk in concrete set at 285.28 feet right of and perpendicular to SH 45 Baseline Station 453+98.60, being in the northwesterly line of said 523.74 acre tract, being also in the southeasterly line of a Union Pacific Railroad Company right-of-way and being the most westerly southwest corner of the herein described tract, from which a ½-inch iron rod found for the most westerly northwest corner of a called 11.431 acre tract conveyed to Haynes Cosper, et ux by deed recorded in Volume 936, Page 791 O.R.W.C.T. bears South 27°51'48" West (S30°10'00"W), 1,176.47 feet;
- 21. THENCE, North 27°51'48" East (N30°10'00"E), along the northwesterly line of said 523.74 acre tract and the southeasterly line of said Union Pacific Railroad Company tract, a distance of 603.00 feet to a TxDOT brass disk in concrete set in the proposed northerly right-of-way line of SH 45 at 307.03 feet left of and perpendicular to SH 45 Baseline Station 455+12.65, and being the northwest corner of the herein described tract

THENCE, crossing said 523.74 acre tract and along the proposed northerly right-of-way line of SH 45, the following twelve courses:

- 22. South 21°12'48" East, a distance of 60.00 feet to a TxDOT brass disk in concrete set for an angle point;
- 23. South 70°16'48" East, a distance of 185.37 feet to a TxDOT brass disk in concrete set for the beginning of a non-tangent curve to the left;
- 24. An arc distance of 454.29 feet along said curve to the left, with a Radius of 1,409.40 feet, a Delta Angle of 18°28'06", and a Chord Bearing and Distance of South 79°30'51" East, 452.33 feet to a TxDOT brass disk in concrete set for the beginning of a compound curve to the left;
- 25. An arc distance of 38.52 feet along said curve to the left, with a Radius of 2,661.79 feet, a Delta Angle of 00°49'45", and a Chord Bearing and Distance of South 89°09'46" East, 38.52 feet to a TxDOT brass disk in concrete set for the end of said curve;

EXHIBIT A Page <u>5</u> of <u>16</u> Pages

- 26. South 00°25'33" West, 2.99 feet to a TxDOT brass disk in concrete set for the beginning of a curve to the left;
- 27. An arc distance of 596.34 feet along said curve to the left, with a Radius of 2,665.00 feet, a Delta Angle of 12°49'16", and a Chord Bearing and Distance of North 84°00'45" East, 595.10 feet to a TxDOT brass disk in concrete set for the end of said curve;
- 28. North 77°36'07" East, at a distance of 1,074.24 feet pass a TxDOT brass disk in concrete set, continuing for a total distance of 1,624.24 feet to a TxDOT brass disk in concrete set for an angle point;
- 29. North 73°01'41" East, a distance of 150.48 feet to a TxDOT brass disk in concrete set for an angle point;
- 30. North 77°36'07" East, a distance of 230.14 feet to a TxDOT brass disk in concrete set for an angle point;
- 31. North 34°02'26" East, a distance of 82.54 feet to a TxDOT brass disk in concrete set for an angle point and the beginning of a non-tangent curve to the right;
- 32. An arc distance of 127.20 feet along said curve to the right, with a Radius of 3,080.47 feet, a Delta Angle of 02°21'57", and a Chord Bearing and Distance of North 09°35'18" West, 127.19 feet to a TxDOT brass disk in concrete set for the end of said curve;
- 33. North 01°08'44" West, a distance of 106.83 feet to a TxDOT brass disk in concrete set in the existing westerly right-of-way line of said County Road 172 and the easterly line of said 523.74 acre tract, at 500.70 feet left of and perpendicular to SH 45 Baseline Station 490+17.03, being in the arc of a non-tangent curve to the left and being the northeast corner of the herein described tract;

THENCE, along the existing westerly right-of-way line of said County Road 172 and the easterly line of said 523.74 acre tract, the following three courses:

- 34. An arc distance of 419.36 feet along said curve to the left, with a Radius of 3,720.44 feet, a Delta Angle of 06°27'29", and a Chord Bearing and Distance of South 09°22'21" East, 419.13 feet to a ½-inch iron rod with TxDOT aluminum cap set for the end of said curve;
- 35. South 12°36'06" East (S10°49'30" E), a distance of 694.42 feet to a ¹/₂-inch iron rod with TxDOT aluminum cap set for the beginning of a tangent curve to the left;

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EXHIBIT A Page 6 of 16 Pages

36. An arc distance of 3.48 feet along said curve to the left, with a Radius of 2,060.00 feet, a Delta Angle of 00°05'48", and a Chord Bearing and Distance of South 12°39'28" East, 3.48 feet to the POINT OF BEGINNING and containing a computed area of 66.810 acres (2,910,244 square feet) of land, more or less.

This Metes and Bounds description is accompanied by a separate plat.

Calls in parenthesis denote record information.

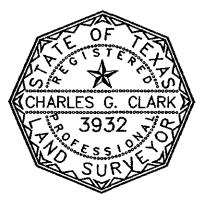
The proposed baseline information recited herein is per a design schematic provided by Turner Collie and Braden, Inc.

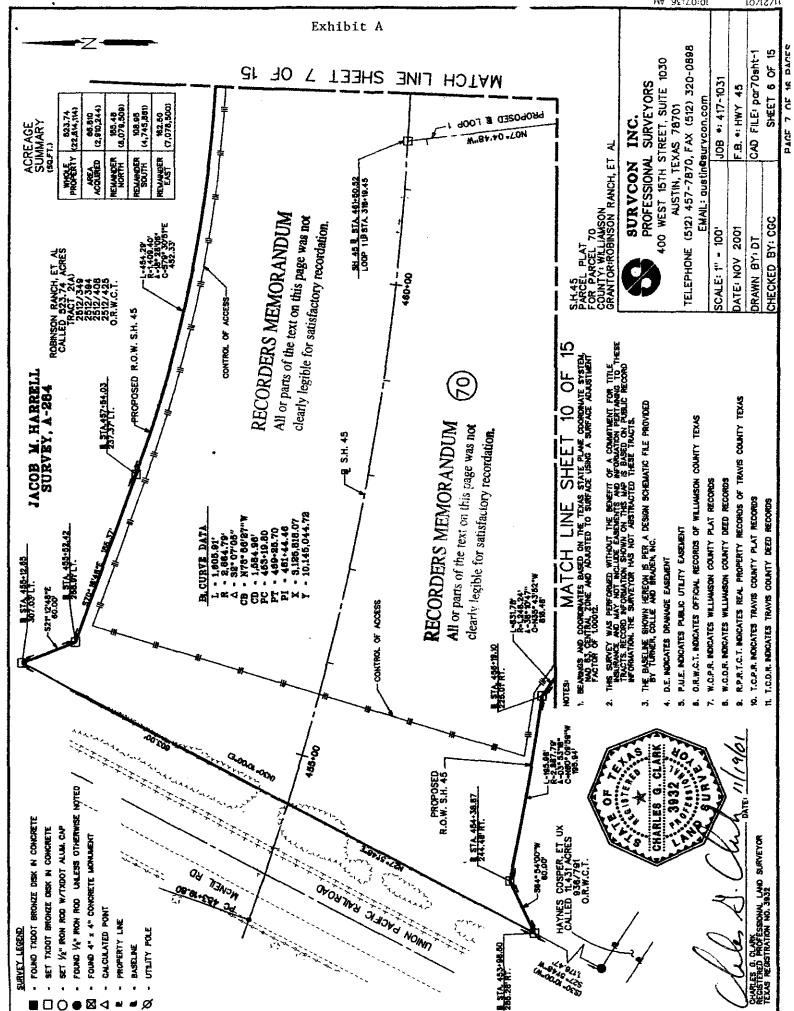
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Charles G. Clark Registered Professional Land Surveyor Texas Registration Number 3932

SURVCON INC. 5316 Highway 290, Suite 480 Austin, Texas 78735 (512) 899-8282 November 19, 2001

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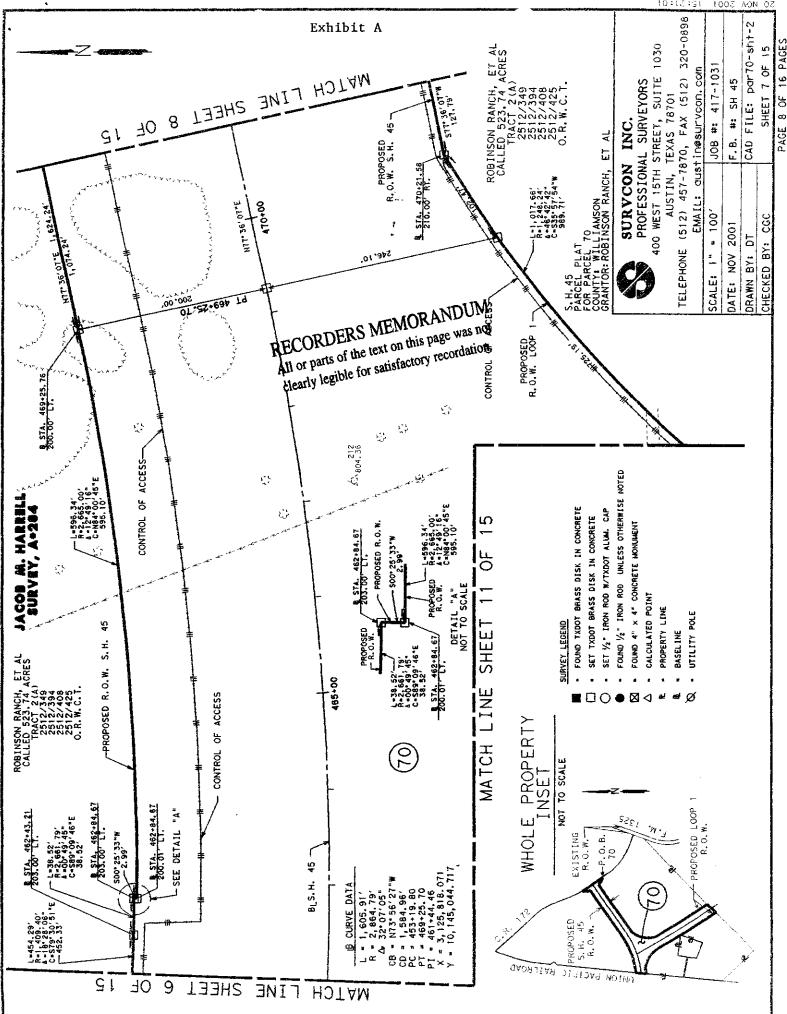




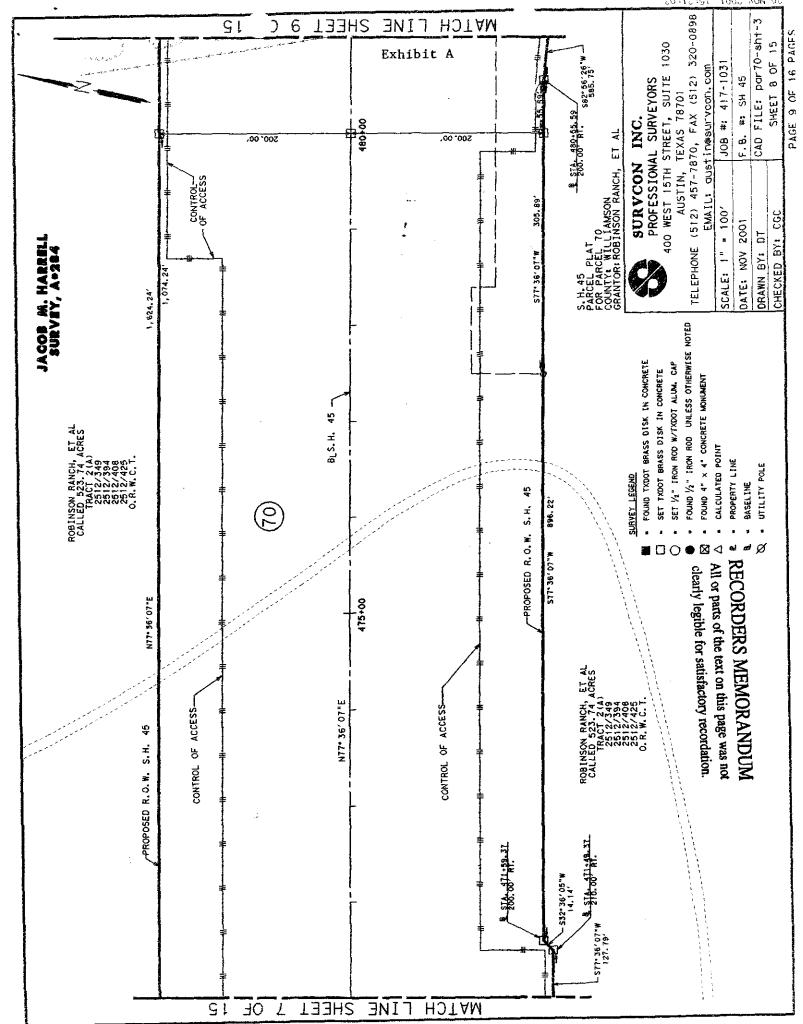
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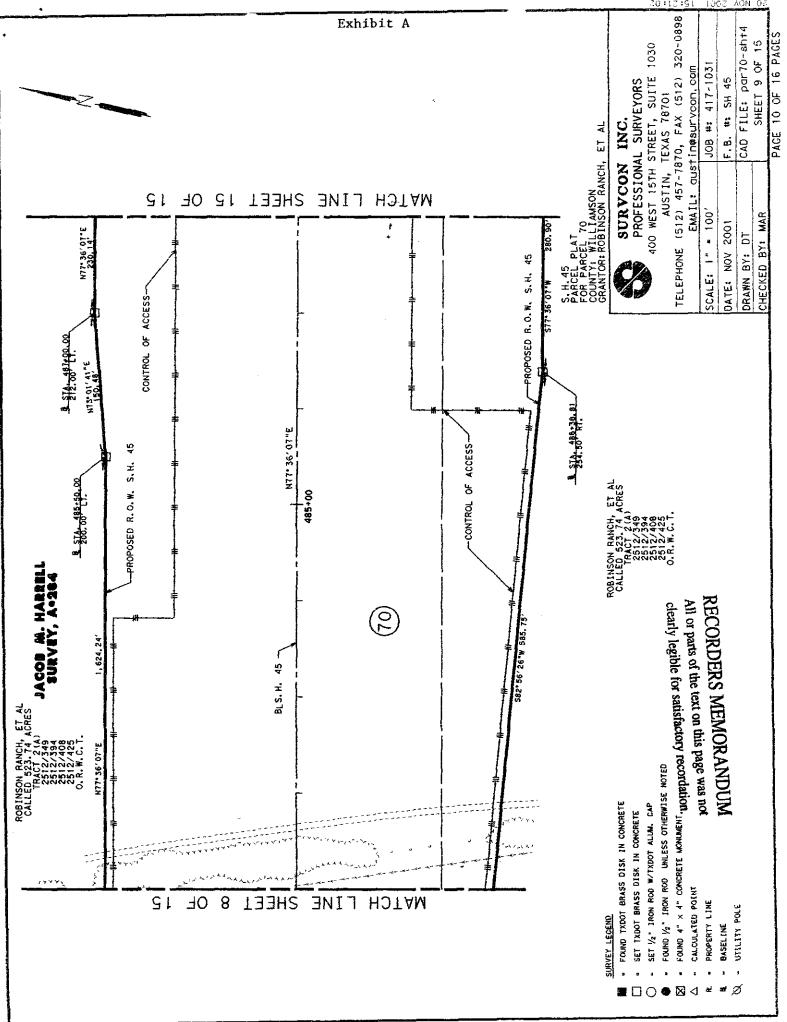
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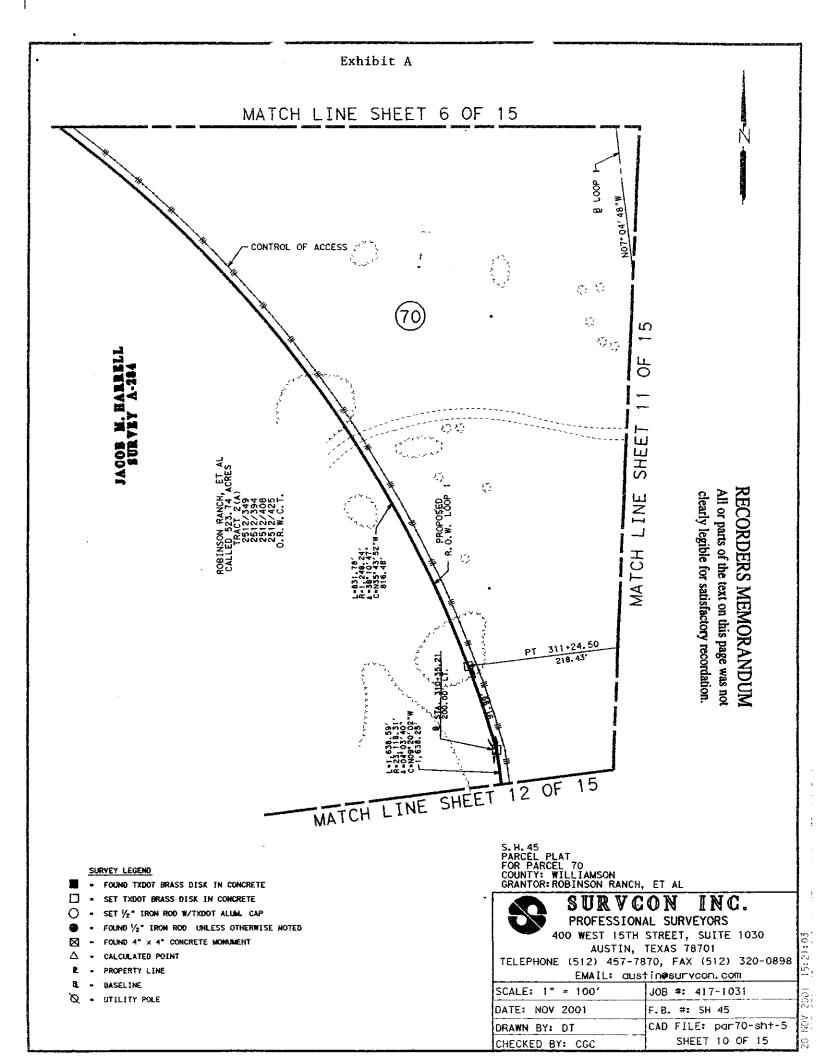
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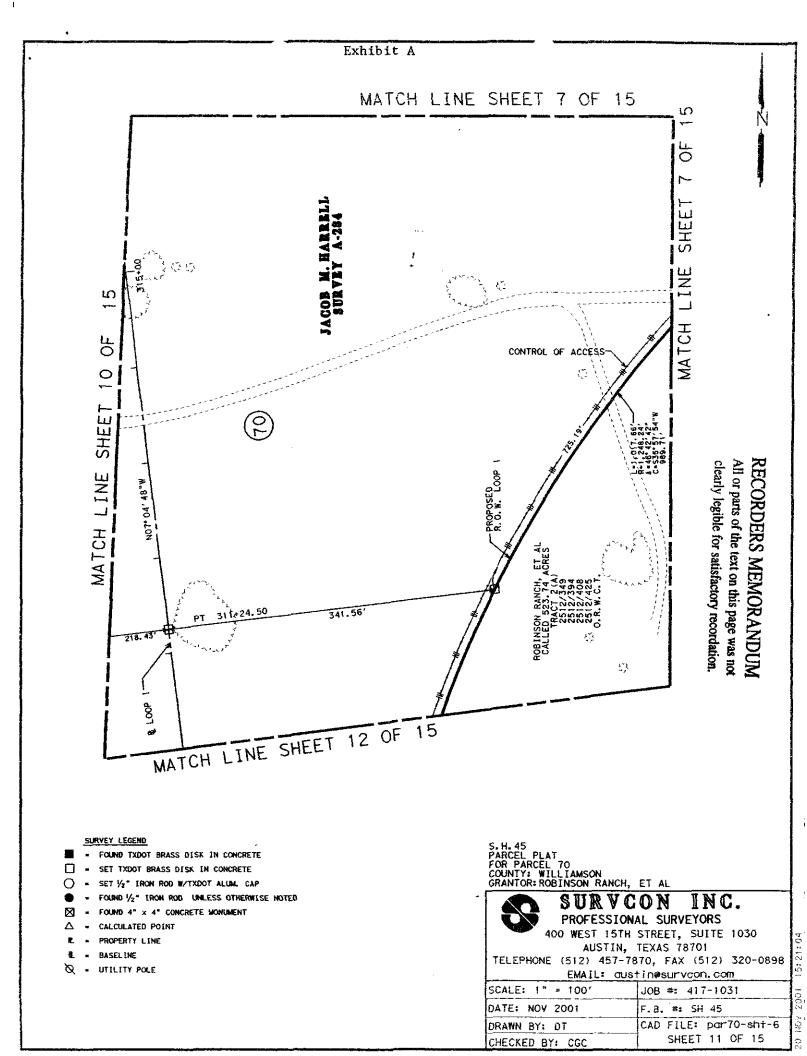


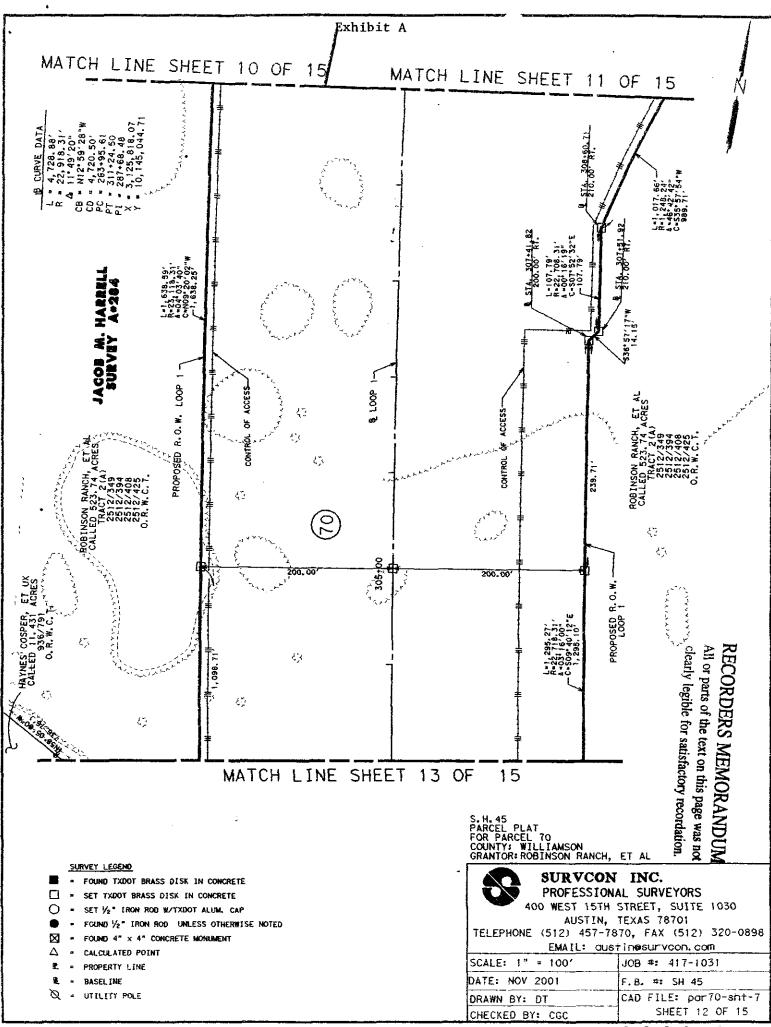


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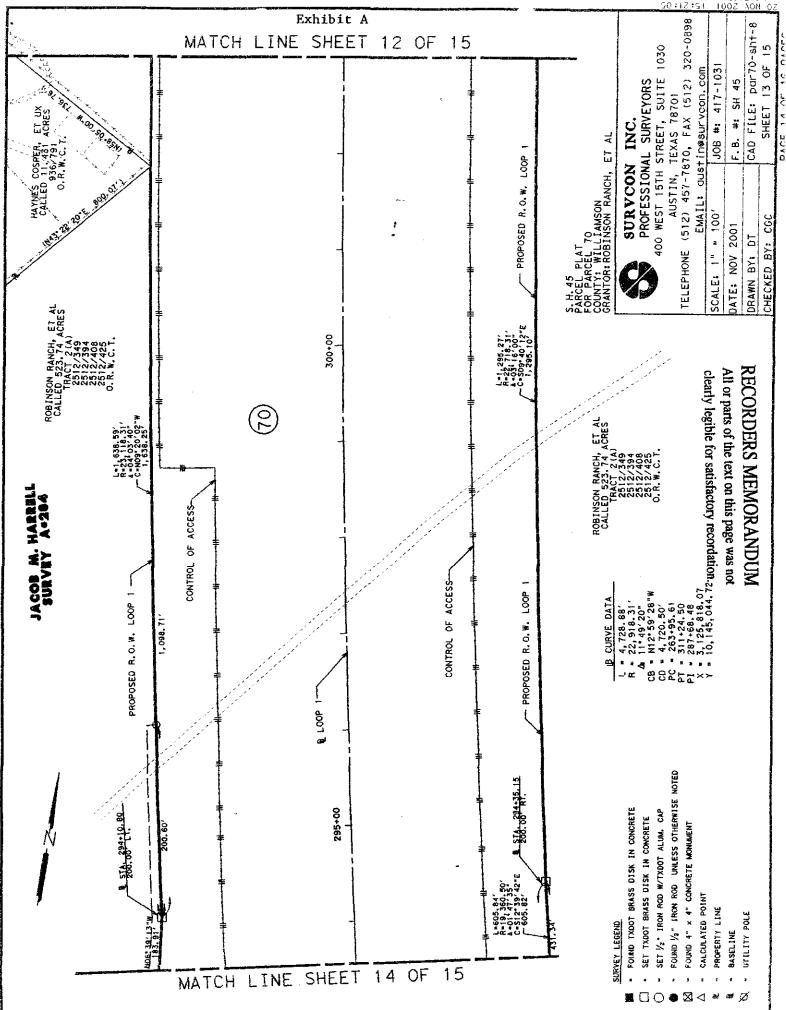


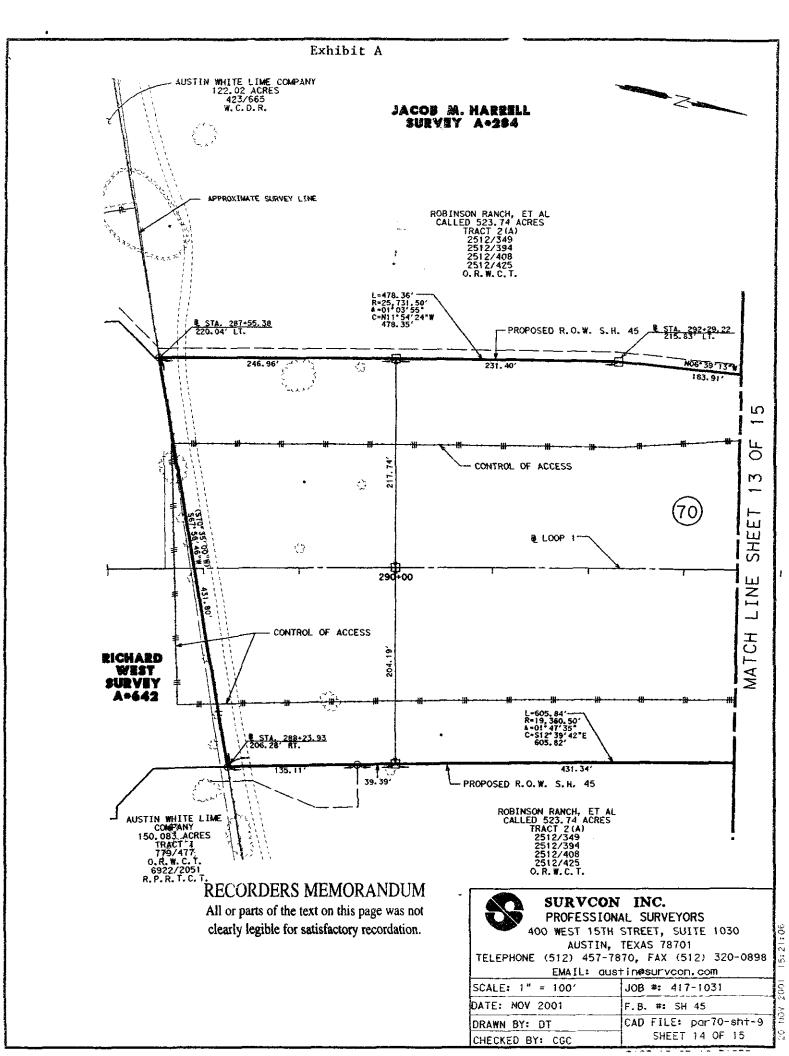


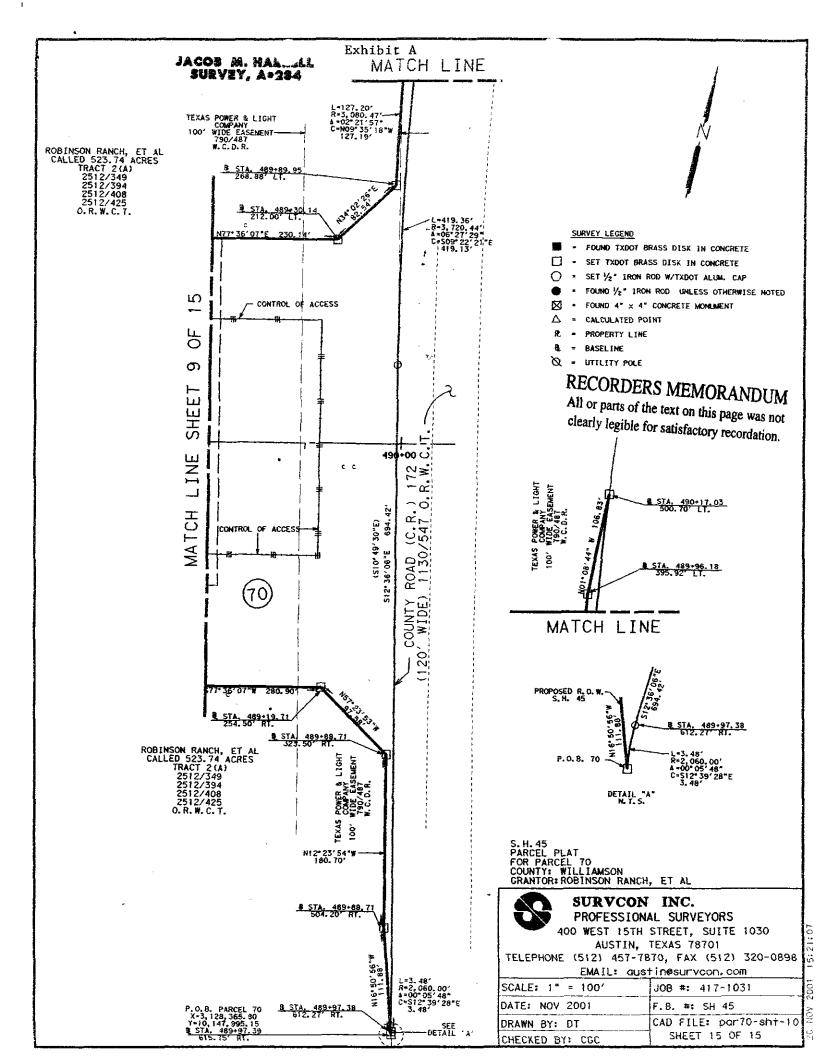


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January 4, 2001 Horizontal Alignment Report Page 1 of 4 08:16 AM Report Template: HORIZ ALIGN B 80 Project Name: 417658neil Alignment Name: parcel70 Alignment Description: Alignment Preference: default Distance Bearing Type Northing (Y) Easting (X) POB 10147995.1488 3128365.8031 N 16^50'56.00" W 111.8831 * PI 10148102.2290 3128333.3740 N 12^23'54.00" W 180.6990 ΡI 10148278.7139 3128294.5767 N 57^23'53.00" W 97.5812 PI 10148331.2906 3128212.3709 S 77^36'07.00" W 280.9007 PI 10148270.9806 3127938.0209 S 82^56'26.00" W 585.7547 ΡI 10148198.9919 3127356.7067 S 77^36'06.90" W 896.2230 ΡI 10148006.5705 3126481.3841 S 32^36'05.00" W 14.1420 ΡI 10147994.6567 3126473.7645 S 77^36'06.90" W 127.7902 PC 10147967.2198 3126348.9545 Delta: 46^42'42.23" Radius: -1248.2400 Arc: 1017.6570 Chord: 989.7066 S 35^57'54.48" W Tangent: 539.0205 N 30^40'44.40" W = Radial In Radius Point: CC 10146893.6843 3126985.8412 N 77^23'26.63" W = Radial Out PCC 10147166.1765 3125767.7069 Delta: 0^16'19.06" Radius: -22708.3100 Arc: 107.7874 Chord: 107.7873 S 7^52'31.94" E Tangent: 53.8938 S 82^15'37.61" W = Radial In Radius Point: CC 10150224.3106 3148269.1549 S 81^59'18.55" W = Radial Out \mathbf{PT} 10147059.4059 3125782.4761 S 36^57'17.00" W 14.1479 PC 10147048.1001 3125773.9706 Delta: 3^16'00.06" Radius: -22718.3100 1295.2705 Arc: Chord: 1295.0951 S 9^40'12.38" E

Exhibit A

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Tangent: 647.8108 S 81^57'47.65" W = Radial In Radius Point: CC 10150224.3128 3148269.1541 S 78^41'47.59" W = Radial Out PCC 10145771.4067 3125991.5143 1 Delta: 1^47'34.60" Radius: -19360.5000 Arc: 605.8439 Chord: 605.8191 S 12^39'42.10" E Tangent: 302.9466 S 78^14'05.20" W = Radial In Radius Point: CC 10149719.0489 3144945.2760 S 76^26'30.60" W = Radial Out PT 10145180.3203 3126124.3062 S 67^56'46.00" W 431.7972 PC 10145018.1897 3125724.1031 Delta: 1^03'54.54" Radius: 25731.5000 Arc: 478.3580 Chord: 478.3511 N 11^54'24.27" W Tangent: 239.1859 S 77^33'38.46" W = Radial In CC 10150560.8955 3150851.5483 Radius Point: S 78^37'33.00" W = Radial Out PT 10145486.2490 3125625.4100 N 6^39'12.97" W 183.9075 PC 10145668.9178 3125604.1013 Delta: 4^03'39.74" Radius: 23118.3100 Arc: 1638.5916 Chord: 1638.2486 N 9^20'01.70" W Tangent: 819.6390 S 78^38'08.43" W = Radial In CC 10150224.3106 3148269.1549 Radius Point: S 82^41'48.17" W = Radial Out PRC 10147285.4763 3125338.4002 Delta: 38^10'47.09" Radius: -1248.2408 Arc: 831.7806 Chord: 816.4765 N 35^43'52.40" W Tangent: 431.9951

1

N 73^21'30.75" E = Radial In Radius Point: CC 10146928.0032 3124142.4420 N 35^10'43.66" E = Radial Out PRC 10147948.2637 3124861.5912 Delta: 3^53'17.94" * Radius: 2887.7890 Arc: 195.9767 Chord: 195.9391 N 80^09'59.10" W Tangent: 98.0260 S 7^53'21.93" W = Radial In Radius Point: CC 10150808.7193 3125257.9741 S 11^46'39.87" W = Radial Out \mathbf{PT} 10147981.7276 3124668.5309 S 64^54'00.07" W 59.9996 PI 10147956.2758 3124614.1971 N 27^51'47.56" E 603.0000 PI 10148489.3675 3124896.0165 S 21^12'47.99" E 60.0000 PI 10148433.4331 3124917.7270 S 70^16'47.94" E 185.3690 PC 10148370.8852 3125092.2246 Delta: 18^28'05.75" Radius: -1409.3950 454.2931 Arc: 452.3290 S 79^30'50.82" E Chord: Tangent: 229.1339 S 19^43'12.06" W = Radial In Radius Point: CC 10149697.6230 3125567.7885 S 1^15'06.31" W = Radial Out PCC 10148288.5643 3125536.9996 Delta: 0^49'44.75" Radius: -2661.7890 Arc: 38.5174 38.5170 S 89^09'46.07" E Chord: 19.2590 Tangent: S 1^15'06.31" W = Radial In Radius Point: CC 10150949.7181 3125595.1476 -S 0^25'21.56" W = Radial Out PT 10148288.0015 3125575.5125 S 0^25'33.28" W 2.9921 ₽C 10148285.0096 3125575.4903

Delta: 12^49'15.49" Radius: -2665.0001 Arc: 596.3422 Chord: 595.0988 N 84^00'44.75" E Tangent: 299.4215 S 0^25'22.40" W = Radial In Radius Point: 10150949.9370 CC 3125595.1599 S 12^23'53.10" E = Radial Out 10148347.0859 PΤ 3126167.3425 N 77^36'06.90" E 1624.2430 ΡI 10148695.8151 3127753.7072 N 73^01'41.00" E 150.4774 PI 10148739.7400 3127897.6310 N 77^36'07.00" E 230.1352 ΡI 10148789.1505 3128122.3993 N 34^02'26.00" E 82.5389 PC 10148857.5457 3128168.6029 Delta: 2^21'57.25" 3080.4700 Radius: 127.2012 Arc: 127.1922 N 9^35'17.62" W Chord: Tangent: 63.6096 S 79^13'43.75" W = Radial In Radius Point: CC 10149433.2461 3131194.7993 S 81^35'41.00" W = Radial Out ЪL 10148982.9610 3128147.4170 N 1^08'44.00" ₩ 106.8308 PC 10149089.7705 3128145.2812 Delta: 6^27'29.46" Radius: -3720.4436 419.3555 Arc: 419.1336 S 9^22'21.27" E Chord: Tangent: 209.9000 S 83^51'23.46" W = Radial In Radius Point: CC 10149487.9275 3131844.3583 S 77^23'54.00" W = Radial Out 2 ΡT 10148676.2322 3128213.5387 S 12^36'06.00" E 694.4164 10147998.5441 3128365.0406 PC Delta: 0^05'48.43" -Radius: -2060.0000 3.4798 Arc: 3.4798 S 12^39'28.22" E Chord: Tangent: 1.7399

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S 77^23'26.00" W = Radial In

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S 77^17'37.57" W = Radial Out

Lot	Area (sq ft) Are	a (acres)	Comments			
parce170	2910222.8838	66.8095				

Offset Baseline		Offset Point			
Point	Station	Offset	Northing	Easting	Elevation
25348	a 489+97.39	615.7450	10147995.1488	3128365.8031	0.0000
25340	a 489+88.71	504.1994	10148102.2290	3128333.3740	0.0000
25403	a 489+88.71	323.5003	10148278.7139	3128294.5767	0.0000
25402	a 489+19.71	254.4999	10148331.2906	3128212.3709	0.0000
25256	a 486+38.81	254.4998	10148270.9806	3127938.0209	0.0000
25401	a 480+55.59	200.0000	10148198.9919	3127356.7067	0.0000
25273	a 471+59.37	200.0000	10148006.5705	3126481.3841	0.000
25279	a 471+49.37	210.0000	10147994.6567	3126473.7645	0.0000
25277	a 470+21.58	210.0000	10147967.2198	3126348.9545	0.0000
25292	a 464+36.36	922.6853	10147166.1765	3125767.7069	0.0000
25307	a 464+43.64	1030.0305	10147059.4059	3125782.4761	0.0000
25201	a 464+37.01	1040.9246	10147048.1001	3125773.9706	0.0000
25202	a 465+24.65	2328.6696	10145771.4067	3125991.5143	0.0000
25220	a 465+67.82	2928.8244	10145180.3203	3126124.3062	0.0000
25265	a 463+68.07	3068.1407	10145018.1897	3125724.1031	0.0000
25262	a 463+21.67	2598.7636	10145486.2490	3125625.4100	0.0000
25237	a 463+10.66	2416.0186	10145668.9178	3125604.1013	0.0000
25234	a 461+05.39	808.4364	10147285.4763	3125338.4002	0.0000
40844	a 456+19.10	225.0056	10147948.2637	3124861.5912	0.000
40843	a 454+38.87	244.4848	10147981.7276	3124668.5309	0.0000
40845	a 453+98.60	285.2837	10147956.2758	3124614.1971	0.0000
40856	a 455+12.65	-307.0348	10148489.3675	3124896.0165	0.0000
40847	a 455+52.42	-258.9137	10148433.4331	3124917.7270	0.000
40848	a 457+54.03	-237.3742	10148370.8852	3125092.2246	0.0000
40850	a 462+43.21	-203.0004	10148288.5643	3125536.9996	0.0000
40852	a 462+84.67	-203.0004	10148288.0015	3125575.5125	0.0000
40853	a 462+84.67	-200.0083	10148285.0096	3125575.4903	0.0000
40854	a 469+25.76	-200.0000	10148347.0859	3126167.3425	0.000
25405	a 485+50.00	-200.0000	10148695.8151	3127753.7072	0.0000
25270	a 487+00.00	-211.9997	10148739.7400	3127897.6310	0.0000
25404	a 489+30.14	-211.9996	10148789.1505	3128122.3993	0.0000
25339	a 489+89.95	-268.8797	10148857.5457	3128168.6029	0.0000
25334	a 489+96.18	-395.9189	10148982.9610	3128147.4170	0.0000
25337	a 490+17.03	-500.6961	10149089.7705	3128145.2812	0.0000
25335	a 489+94.91	-82.1468	10148676.2322	3128213.5387	0.0000
25344	a 489+97.38	612.2652	10147998.5441	3128365.0406	0.0000
25348	a 489+97.39	615.7450	10147995.1488	3128365.8031	0.0000

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County: Williamson Highway: State Highway 45 Limits: From West of US 183 to FM 685 CSJ:

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Property Description for Parcel 70E

Being all that certain 4.034 acre (175,721 square feet) tract of land situated in the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of and a part of a called 523.74 acre tract, referred to as Tract 2(A), conveyed to Robinson Ranch (47.414%) per deed recorded in Volume 2512, Page 349 of the Official Records of Williamson County, Texas (O.R.W.C.T.); Robinson 1992 Land Limited Partnership (1.16%) per deed recorded in Volume 2512, Page 394 O.R.W.C.T.; Robinson Land Limited Partnership (32.68%) per deed recorded in Volume 2512, Page 408 O.R.W.C.T.; Robinson 1992 Land Limited Partnership (18.746%) per deed recorded in Volume 2512, Page 425 O.R.W.C.T. Said 4.034 acre tract being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a surface adjustment factor of 1.00012:

BEGINNING at a Texas Department of Transportation (TxDOT) brass disk in concrete (X= 3,128,365.80, Y=10,147,995.15) set at the intersection of the existing westerly right-of-way line of County Road 172 (120 feet wide) described in dedication deed to Williamson County, Texas recorded in Volume 1130, Page 547 O.R.W.C.T. and the proposed southerly right-of-way line of State Highway 45 (SH 45) at 615.75 feet right of and perpendicular to SH 45 Baseline Station 489+97.39, said point being the most easterly southeast corner of the herein described tract;

THENCE, crossing said 523.74 acre tract and along the proposed southerly right-of-way line of SH 45, the following six courses:

- 1. North 16°50'56" West, a distance of 111.88 feet to a TxDOT brass disk in concrete set for an angle point;
- 2. North 12°23'54" West, a distance of 180.70 feet to a TxDOT brass disk in concrete set for an angle point;
- 3. North 57°23'53" West, a distance of 97.58 feet to a TxDOT brass disk in concrete set for an angle point;
- South 77°36'07" West, a distance of 280.90 feet to a TxDOT brass disk in concrete set for an angle point;
- 5. South 82°56'26" West, a distance of 585.75 feet to a TxDOT brass disk in concrete set for an angle point;

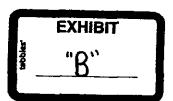


EXHIBIT B Page 2 of 6 Pages

6. South 77°36'07" West, a distance of 305.89 feet to a ½-inch iron rod with TxDOT aluminum cap set at 200.00 feet right of and perpendicular to SH 45 Baseline Station 477+49.71 for the most westerly southwest corner of the herein described tract;

THENCE, departing said proposed southerly right-of-way line of SH 45 and crossing said 523.74 acre tract, the following five courses:

- 7. North 12°23'53" West, a distance of 75.00 feet to a ¹/₂-inch iron rod with TxDOT aluminum cap set for an angle point;
- 8. North 77°36'07" East, a distance of 90.00 feet to a ¹/₂-inch iron rod with TxDOT aluminum cap set for an angle point;
- 9. South 12°23'53" East, a distance of 25.00 feet to a ¹/₂-inch iron rod with TxDOT aluminum cap set for an angle point;
- 10. North 77°36'07" East, a distance of 971.02 feet to a ¹/₂-inch iron rod with TxDOT aluminum cap set for an angle point;
- 11. North 12°36'06" West, a distance of 362.00 feet to a ½-inch iron rod with TxDOT aluminum cap set at 212.00 feet left of and perpendicular to SH 45 Baseline Station 488+09.45 in the proposed northerly right-of-way line of SH 45;

THENCE, along the proposed northerly right-of-way line of SH 45, the following four courses:

- 12. North 77°36'07" East, a distance of 120.69 feet to a TxDOT brass disk in concrete set for an angle point;
- 13. North 34°02'26" East, a distance of 82.54 feet to a TxDOT brass disk in concrete set for an angle point and the beginning of a non-tangent curve to the right;
- 14. An arc distance of 127.20 feet along said curve to the right, with a Radius of 3,080.47 feet, a Delta Angle of 02°21'57", and a Chord Bearing and Distance of North 09°35'18" West, 127.19 feet to a TxDOT brass disk in concrete set for the end of said curve;
- 15. North 01°08'44" West, a distance of 106.83 feet to a TxDOT brass disk in concrete set in the existing westerly right-of-way line of said County Road 172 and the easterly line of said 523.74 acre tract, at 500.70 feet left of and perpendicular to SH 45 Baseline Station 490+17.03, being in the arc of a non-tangent curve to the left and being the northeast corner of the herein described tract;

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EXHIBIT B Page 3 of 6 Pages

THENCE, along the existing westerly right-of-way line of said County Road 172 and the easterly line of said 523.74 acre tract, the following three courses:

- 16. An arc distance of 419.36 feet along said curve to the left, with a Radius of 3,720.44 feet, a Delta Angle of 06°27'29", and a Chord Bearing and Distance of South 09°22'21" East, 419.13 feet to a ½-inch iron rod with TxDOT aluminum cap set for the end of said curve;
- 17. South 12°36'06" East (S10°49'30" E), a distance of 694.42 feet to a ½-inch iron rod with TxDOT aluminum cap set for the beginning of a tangent curve to the left;
- An arc distance of 3.48 feet along said curve to the left, with a Radius of 2,060.00 feet, a Delta Angle of 00°05'48", and a Chord Bearing and Distance of South 12°39'28" East, 3.48 feet to the POINT OF BEGINNING and containing a computed area of 4.034 acres (175,721 square feet) of land, more or less.

This Metes and Bounds description is accompanied by a separate plat.

Calls in parenthesis denote record information.

The proposed baseline information recited herein is per a design schematic provided by Turner Collie and Braden, Inc.

7-24-00 lav Dean Canine

Registered Professional Land Surveyor Texas Registration Number 4345

SURVCON INC. 5316 Highway 290, Suite 480 Austin, Texas 78735 (512) 899-8282 July 14, 2000



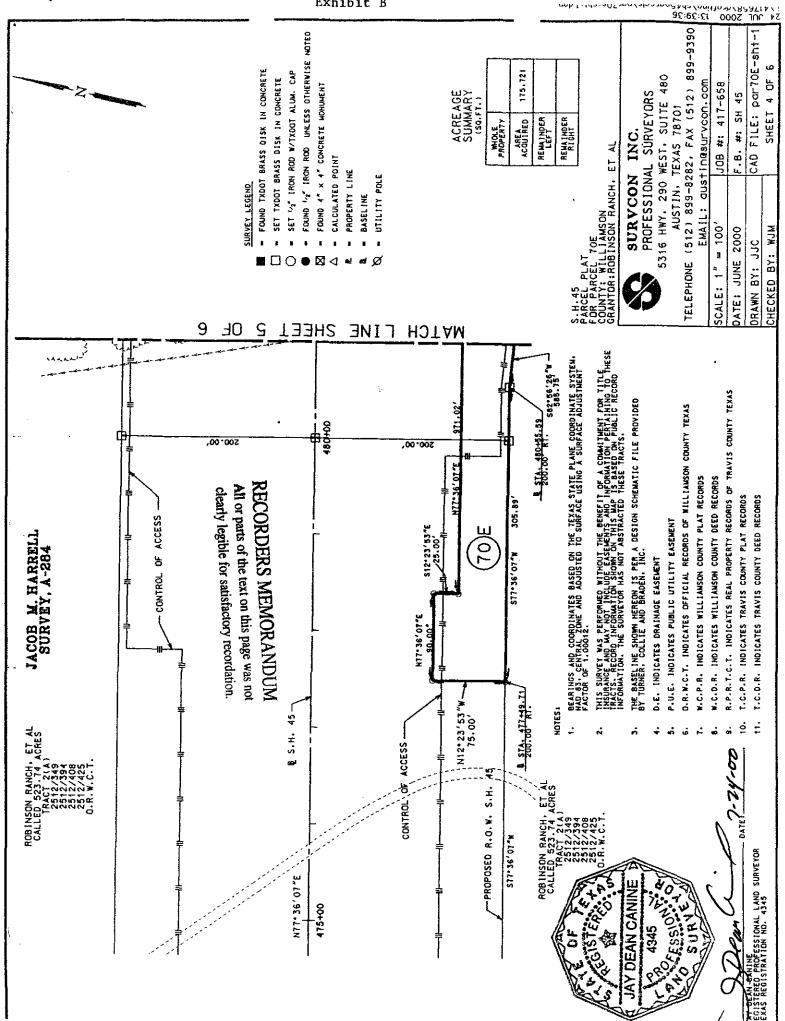
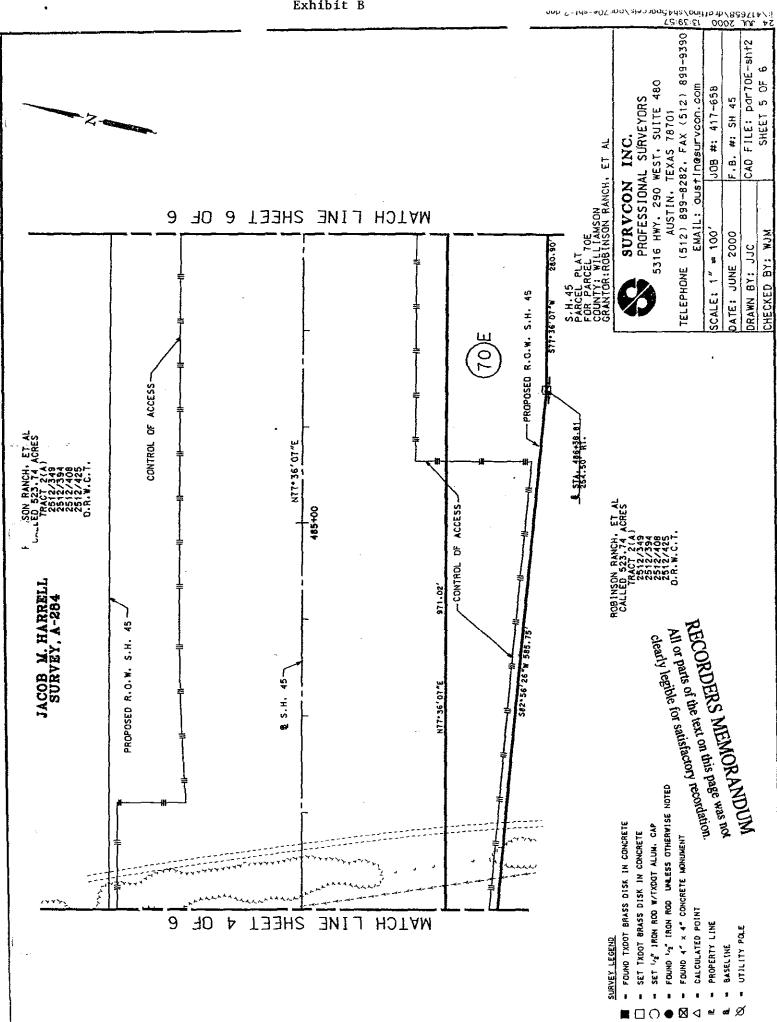
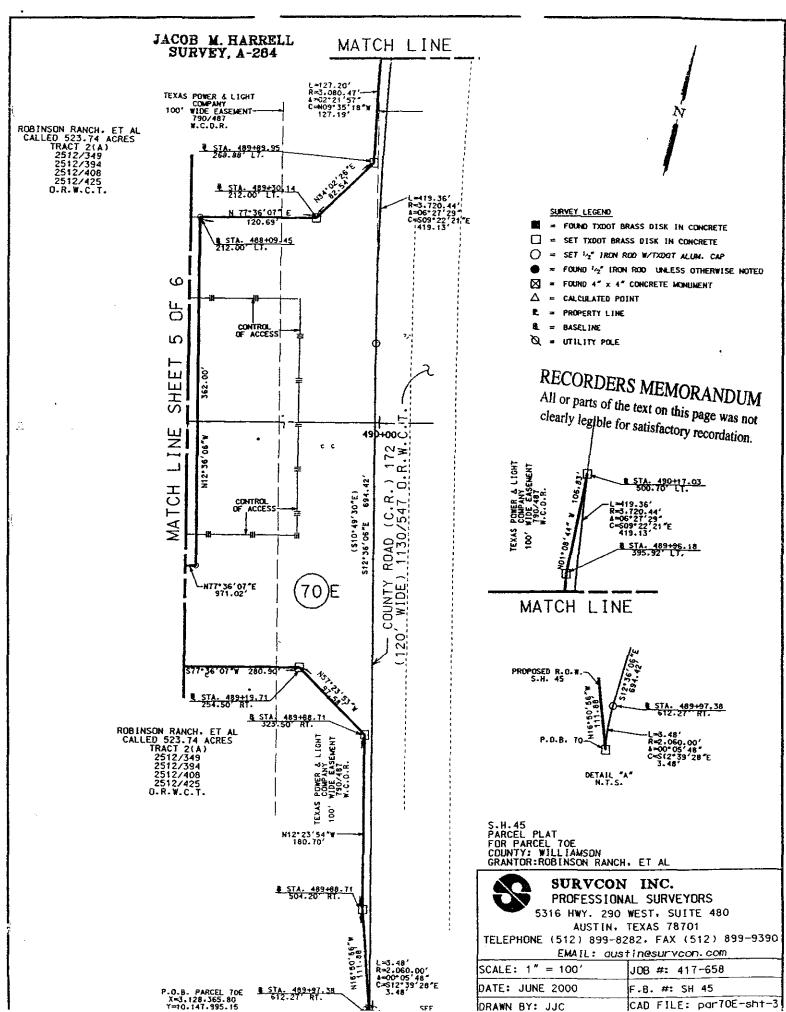


Exhibit B



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County: Williamson Highway: State Highway 45 Limits: From West of US 183 to FM 685 CSJ:

Property Description for Parcel 70DE 1

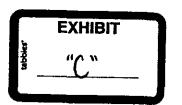
Being all that certain 0.097 of one acre (4,225 square feet) tract of land situated in the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of and a part of a called 523.74 acre tract, referred to as Tract 2(A), conveyed to Robinson Ranch (47.414%) per deed recorded in Volume 2512, Page 349 of the Official Records of Williamson County, Texas (O.R.W.C.T.); Robinson 1992 Land Limited Partnership (1.16%) per deed recorded in Volume 2512, Page 394 O.R.W.C.T.; Robinson Land Limited Partnership (32.68%) per deed recorded in Volume 2512, Page 408 O.R.W.C.T.; Robinson 1992 Land Limited Partnership (18.746%) per deed recorded in Volume 2512, Page 425 O.R.W.C.T. Said 0.097 of one acre tract being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a surface adjustment factor of 1.00012:

BEGINNING at a $\frac{1}{2}$ -inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap (X= 3,126,124.31, Y=10,145,180.32) set in a non-tangent curve to the right in the proposed easterly right-of-way line of Loop 1, the southerly line of said 523.74 acre tract and the northerly line of a called 150.083 acre tract described as Tract I as conveyed to Austin White Lime Company by deed, recorded in Volume 779, Page 477 O.R.W.C.T. and Volume 6922, Page 2051 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.) at 206.28 feet right of and perpendicular to Loop 1 Baseline Station 288+23.93, said point being the southwest corner of the herein described tract;

 THENCE, along said proposed easterly right-of-way line of Loop 1, an arc distance of 135.11 feet along said curve to the right, with a Radius of 19,360.50 feet, a Delta Angle of 00°23'59", and a Chord Bearing and Distance of North 13°21'30" West, 135.11 feet to a ¹/₂inch iron rod with TxDOT aluminum cap set at 204.64 feet right of and perpendicular to Loop 1 Baseline Station 289+60.25 for an angle point;

THENCE, crossing said 523.74 acre tract, the following four courses:

- 2. North 76°28'56" East, a distance of 44.09 feet to a ¹/₂-inch iron rod with TxDOT aluminum cap set for an angle point;
- 3. South 13°31'04" East, a distance of 43.26 feet to a ¹/₂-inch iron rod with TxDOT aluminum cap set for an angle point;
- 4. South 10°44'23" West, a distance of 71.73 feet to a ¹/₂-inch iron rod with TxDOT aluminum cap set for the beginning of a non-tangent curve to the left;



- 5. An arc distance of 24.20 feet along said non-tangent curve to the left, with a Radius of 19,345.50 feet, a Delta Angle of 00°04'18", and a Chord Bearing and Distance of South 13°30'57" East, 24.20 feet to a ½-inch iron rod with TxDOT aluminum cap set in the line common to said 523.74 acre tract and said 150.083 acre tract;
- 6. THENCE, South 67°56'46" West (S70°35'00"W), along the line common to said 523.74 acre tract and said 150.083 acre tract, a distance of 15.17 feet to the **POINT OF BEGINNING** and containing a computed area of 0.097 of one acre (4,225 square feet) of land, more or less.

This Metes and Bounds description is accompanied by a separate plat.

Calls in parenthesis denote record information.

The proposed baseline information recited herein is per a design schematic provided by Turner Collie and Braden, Inc.

Jay Dean Canine Registered Professional Land Surveyor Texas Registration Number 4345

SURVCON INC. 5316 Highway 290, Suite 480 Austin, Texas 78735 (512) 899-8282 January 7, 2001

Exhibit C

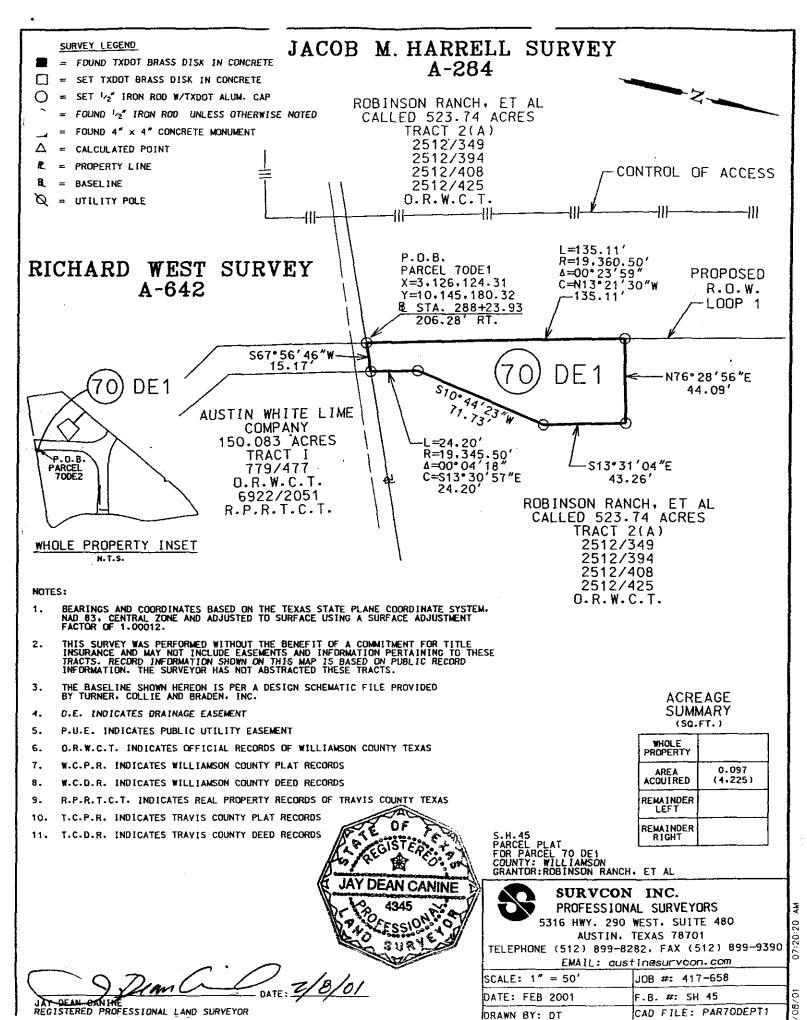


EXHIBIT D Page 1 of 3 Pages

County: Williamson Highway: State Highway 45 Limits: From West of US 183 to FM 685 CSJ:

Property Description for Parcel 70DE 2

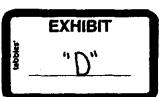
Being all that certain 0.198 of one acre (8,625 square feet) tract of land situated in the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of and a part of a called 523.74 acre tract, referred to as Tract 2(A), conveyed to Robinson Ranch (47.414%) per deed recorded in Volume 2512, Page 349 of the Official Records of Williamson County, Texas (O.R.W.C.T.); Robinson 1992 Land Limited Partnership (1.16%) per deed recorded in Volume 2512, Page 394 O.R.W.C.T.; Robinson Land Limited Partnership (32.68%) per deed recorded in Volume 2512, Page 408 O.R.W.C.T.; Robinson 1992 Land Limited Partnership (18.746%) per deed recorded in Volume 2512, Page 425 O.R.W.C.T. Said 0.198 of one acre tract being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a surface adjustment factor of 1.00012:

BEGINNING at a $\frac{1}{2}$ -inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap (X= 3,125,724.10, Y=10,145,018.19) set in a non-tangent curve to the left in the proposed westerly right-of-way line of Loop 1, the southerly line of said 523.74 acre tract and the northerly line of a called 150.083 acre tract described as Tract I as conveyed to Austin White Lime Company by deed, recorded in Volume 779, Page 477 O.R.W.C.T. and Volume 6922, Page 2051 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.) at 220.04 feet left of and perpendicular to Loop 1 Baseline Station 287+55.38, said point being the southeast corner of the herein described tract;

1. THENCE, South 67°56'46" West (S70°35'00"W), along the line common to said 523.74 acre tract and said 150.083 acre tract, a distance of 11.63 feet to a ½-inch iron rod with TxDOT aluminum cap for an angle point;

THENCE, crossing said 523.74 acre tract, the following five courses:

- 2. North 32°31'08" East, a distance of 2.07 feet to a ½-inch iron rod with TxDOT aluminum cap set for the beginning of a non-tangent curve to the right;
- 3. An arc distance of 479.43 feet along said curve to the right, with a Radius of 25,741.50 feet, a Delta Angle of 01°04'02" and a Chord Bearing and Distance of North 11°54'25" West, 479.43 feet to a ½-inch iron rod with TxDOT aluminum cap set for the end of said curve;
- 4. North 06°39'13" West, a distance of 183.91 feet to a ¹/₂-inch iron rod with TxDOT aluminum cap set for the beginning of a non-tangent curve to the right;



- 5. An arc distance of 199.69 feet along said curve to the right, with a Radius of 23,128.31 feet, a Delta Angle of 00°29'41" and a Chord Bearing and Distance of North 11°06'58" West, 199.69 feet to a ½-inch iron rod with TxDOT aluminum cap set for the end of said curve;
- 6. North 75°45'40" East, a distance of 10.02 feet to a ½-inch iron rod with TxDOT aluminum cap set in the arc of a non-tangent curve to the left in the proposed westerly right-of-way line of Loop 1 at 200.00 feet left of and perpendicular to Loop 1 Baseline Station 296+09.66;

THENCE, along the proposed westerly right-of-way line of Loop 1, the following three courses:

- 7. An arc distance of 200.60 feet along said non-tangent curve to the left, with a Radius of 23,118.31 feet, a Delta Angle of 00°29'50" and a Chord Bearing and Distance of South 11°06'57" East, 200.60 feet to a TxDOT brass disk in concrete set for the end of said curve;
- 8. South 06°39'13" East, a distance of 183.91 feet to a TxDOT brass disk in concrete set for the beginning of a non-tangent curve to the left;
- 9. At an arc distance of 231.40 feet pass a TxDOT brass disk in concrete set at 217.74 feet left of and perpendicular to Loop 1 Baseline Station 290+00, continuing for a total arc distance of 478.36 feet along said non-tangent curve to the left, with a Radius of 25,731.50 feet, a Delta Angle of 01°03'55" and a Chord Bearing and Distance of South 11°54'24" East, 478.35 feet to the POINT OF BEGINNING and containing a computed area of 0.198 of one acre (8,625 square feet) of land, more or less.

This Metes and Bounds description is accompanied by a separate plat.

Calls in parenthesis denote record information.

The proposed baseline information recited herein is per a design schematic provided by Turner Collie and Braden, Inc.

Jay Dean Canine Registered Professional Land Surveyor Texas Registration Number 4345

SURVCON INC. 5316 Highway 290, Suite 480 Austin, Texas 78735 (512) 899-8282 February 7, 2001



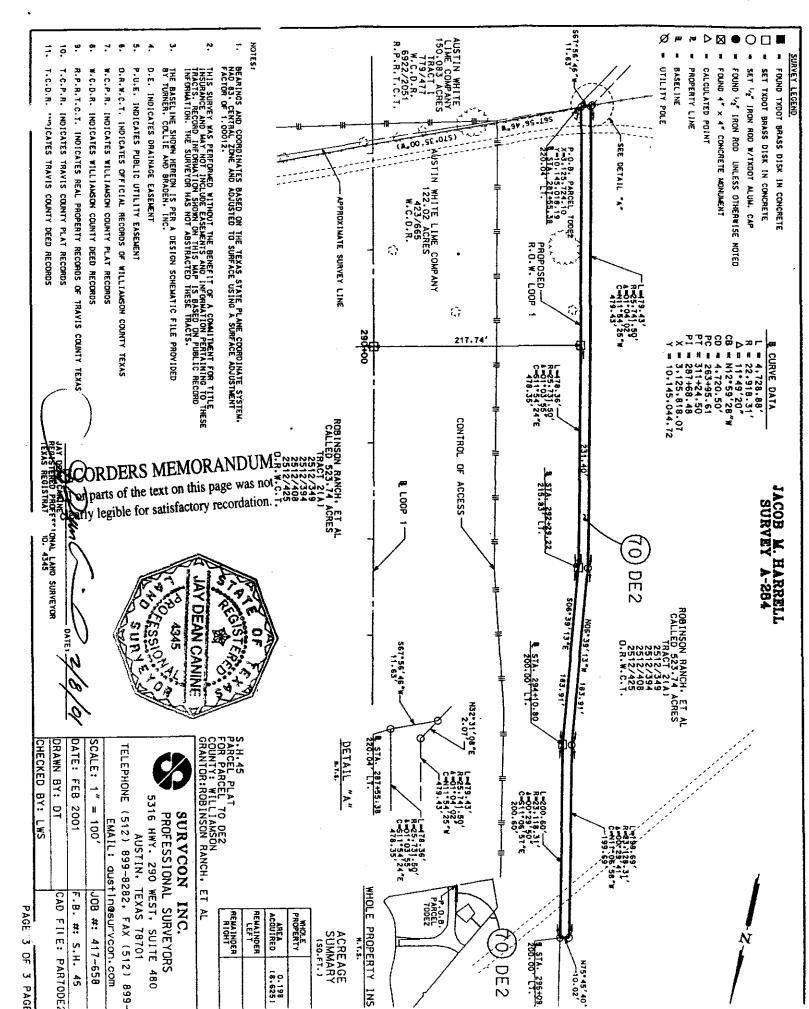


Exhibit D

Prepared By: SURVCON INC. Charles G. Clark Date: 26, June 2002 Page 1 of 2 Pages

CONTROL OF ACCESS CLAUSE

ACCOUNT NO:

CSJ: 0683-06-010

COUNTY: Williamson

HIGHWAY: S.H. 45

LIMITS: From El Salido Parkway to RM 685

PARCEL NO: 425A

A. ACCESS TO AND FROM GRANTOR'S REMAINING PROPERTY WILL BE PERMITTED:

To the north remainder abutting the highway facility from the beginning of the fourth call to a point being easterly a distance of 400 feet along the arc of a curve with a Radius of 2,884.79 feet from the beginning of the seventh call; also being between a point being easterly a distance of 80 feet along the arc of a curve with a Radius of 2,889.56 feet from the beginning of the eighth call and a point being South 70°16'48" East a distance of 50 feet from the beginning of the tenth call; also being between a point being South 70°16'48" East a distance of 392 feet from the beginning of the fifteenth call and the end of the sixteenth call.

To the south remainder abutting the highway facility from the beginning of the eighteenth call to a point being North 70°16'48" West a distance of 512 feet from the beginning of the twentieth call; also being between a point being westerly a distance of 250 feet along the arc of a curve with a Radius of 2,315.64 feet from the beginning of the twenty-first call and a point being westerly a distance of 182 feet along the arc of a curve with a Radius of 3,647.23 feet from the beginning of the twenty-fourth call; also being between the beginning of the twenty-sixth and the end of the twenty-sixth call.

* SEP. 12. 2002 1:09PM CTTP TEAM

Page 2 of 2 Pages Parcel 425A COA Clause

B. ACCESS TO AND FROM GRANTOR'S REMAINING PROPERTY WILL BE DENIED:

To the north remainder abutting the highway facility between a point being easterly a distance of 400 feet along the arc of a curve with a Radius of 2,884.79 feet from the beginning of the seventh call to a point being easterly a distance of 80 feet along the arc of a curve with a Radius of 2,889.56 feet from the beginning of the eighth call; also being between a point being South $70^{\circ}16'48''$ East a distance of 30 feet from the beginning of the tenth call and a point being South $70^{\circ}16'48''$ East a distance of 392 feet from the beginning of the fifteenth call.

To the south remainder abutting the highway facility between a point being North 70°16'48" West a distance of 512 feet from the beginning of the twentieth call to a point being westerly a distance of 250 feet along the arc of a curve with a Radius of 2,315.64 feet from the beginning of the twenty-second call; also being between a point being westerly a distance of 182 feet along the arc of a curve with a Radius of 3,647.23 feet from the beginning of the twenty-fourth call and the end of the twenty-fifth call.

C. ACCESS TO AND FROM GRANTORS REMAINING PROPERTY TO THE MAIN TRAFFIC LANES OF THE HIGHWAY FACILITY WILL BE DENIED:

December 2001 Parcel 425 A Page 1 of 5

EXHIBIT <u>E</u> Page <u>1</u> of <u>13</u> Pages

County:WilliamsonHighway:State Highway 45Limits:From El Salido Parkway to RM 685CSJ:0683-06-010

Property Description for Parcel 425 A

Being all that certain 49.78 acre (2,168,417 square feet) parcel of land situated in the Malcolm M. Hornsby Survey, A-281 and the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of and a part of the 329.42 acre remainder of Tract 1, being a called 631.95 acre tract as conveyed to Robinson Ranch, et al, recorded in Volume 2512, Page 349 of the Official Records of Williamson County, Texas (O.R.W.C.T.). Said 49.78 acre (2,168,417 square feet) parcel being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD83, Central Zone and adjusted to surface using a surface adjustment factor of 1.00012:

COMMENCING at a 1/2-inch iron rod with plastic cap found for the most westerly southwest corner of said 631.95 acre tract and the southeast corner of a called 48.984 acre tract as conveyed to Robinson Land Limited Partnership, et al, recorded in Volume 2587, Page 236, O.R.W.C.T.;

THENCE North 21°14'11" West, along the common line between said 631.95 acre tract and the said 48.984 acre tract, at a distance of 1,192.44 feet passing the northeast corner of said 48.984 acre tract and the southeast corner of a called 64.601 acre tract as conveyed to Gene Allen. Taylor, recorded in Volume 2549, Page 596, O.R.W.C.T., continuing along said common line for a total distance of 1,213.71 feet to a 1/2-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap (X=3,120,417.32, Y=10,148,845.47) set at 221.22 feet right of and perpendicular to State Highway 45 (SH 45) Baseline Station 410+16.47 and being in the proposed southerly right-of-way line of SH 45 for the **POINT OF BEGINNING**;

THENCE, continuing along said common line, the following three courses:

- 1. North 20°52'11" West, a distance of 86.48 feet to an angle point;
- 2. North 24°29'28" West, a distance of 236.67 feet to an angle point;



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December 2001 Parcel 425 A Page 2 of 5

EXHIBIT <u>E</u> Page <u>2</u> of <u>13</u> Pages

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3. North 20°16'59" West, a distance of 271.20 feet to a 1/2-inch iron rod with TxDOT aluminum cap set at 368.95 feet left of and perpendicular to SH 45 Baseline Station 409+50.37 for the northwest corner of the herein described parcel and lying in the proposed northerly right-of-way line of SH 45;

THENCE, along the proposed northerly right-of-way line of SH 45, the following eight courses:

- 4. North 75°10'52" East, a distance of 86.85 feet to a TxDOT bronze disk in concrete set for an angle point;
- 5. South 17°56'33" East, a distance of 147.89 feet to a TxDOT bronze disk in concrete set for the beginning of a non-tangent curve to the right;
- 6. Northeasterly, an arc distance of 1,354.18 feet along said curve to the right, having a Radius of 4,386.39 feet, with a Delta Angle of 17°41'19" and a Chord Bearing and Distance of North 83°54'21" East, 1,348.81 feet to a TxDOT bronze disk in concrete set for a point of compound curvature;
- Southeasterly, an arc distance of 747.04 feet along said curve to the right, having a Radius of 2,884.79 feet, with a Delta Angle of 14°50'14" and a Chord Bearing and Distance of South 79°49'53" East, 744.95 feet to a TxDOT bronze disk in concrete set for a point of compound curvature;
- 8. Southeasterly, an arc distance of 106.95 feet along said curve to the right, having a Radius of 2,889.56 feet, with a Delta Angle of 02°07'15" and a Chord Bearing and Distance of South 72°46'21" East, 106.95 feet to a TxDOT bronze disk in concrete set for the end of said curve to the right;
- 9. South 71°42'43" East, at a distance of 229.47 feet passing a TxDOT bronze disk in concrete set at 233.39 feet left of and perpendicular to SH 45 Baseline Station 433+33.42 Equation Station, continuing a total distance of 374.01 feet to a TxDOT bronze disk in concrete set for an angle point;
- 10. South 70°16'48" East, a distance of 300.24 feet to a TxDOT bronze disk in concrete set for the beginning of a curve to the left;

December 2001 Parcel 425 A Page 3 of 5

EXHIBIT <u>E</u> Page <u>3</u> of <u>13</u> Pages

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- 11. Southeasterly, an arc distance of 110.68 feet along said curve to the left, having a Radius of 2,281.11 feet, with a Delta Angle of 02°46'48" and a Chord Bearing and Distance of South 71°40'12" East, 110.67 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set in the southwesterly line of a called 241.13 acre tract of land as conveyed to 304 Joint Venture, as Tract Two, by a deed recorded in Document Number 2001080208 of the O.R.W.C.T.;
- 12. THENCE South 20°04'16" East along said common line between said 329.42 acre remainder and said 241.13 acre tract, a distance of 163.21 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "SURVCON INC." set for an angle point;
- 13. THENCE North 67°55'44" East continuing along the common line between said 329.42 acre remainder tract and said 241.13 acre tract, a distance of 221.45 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set at the intersection with the proposed northerly right-of-way line of said SH 45;

THENCE continuing along the proposed northerly right-of-way line of SH 45, the following three courses:

- 14. Southeasterly, an arc distance of 180.60 feet along said curve to the right, having a Radius of 2,887.79 feet, with a Delta Angle of 03°34'59" and a Chord Bearing and Distance of South 72°04'18" East, 180.57 feet to a TxDOT bronze disk in concrete set for the end of said curve to the right;
- 15. South 70°16'48" East, a distance of 1,017.56 feet to a TxDOT bronze disk in concrete set for an angle point;
- 16. South 86°51'21" East, a distance of 113.18 feet to a TxDOT bronze disk in concrete set at 299.72 feet left of and perpendicular to SH 45 Baseline Station 453+40.65, in the existing westerly right-of-way line of McNeil Road (width varies) and the easterly line of said 631.95 acre tract;
- 17. THENCE South 27°51'48" West, along the line common of said existing westerly rightof-way line of McNeil Road and the easterly line of said 631.95 acre tract, a distance of 623.51 feet to a TxDOT bronze disk in concrete set at 317.43 feet right of and perpendicular to SH 45 Baseline Station 452+50.15 in the proposed southerly right-ofway line of SH 45;

December 2001 Parcel 425 A Page 4 of 5

EXHIBIT <u>E</u> Page <u>4</u> of <u>13</u> Pages

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THENCE, along the proposed southerly right-of-way line of SH 45, the following nine courses:

- 18. North 43°35'52" West, a distance of 110.70 feet to a TxDOT bronze disk in concrete set for the beginning of a curve to the right;
- 19. Northwesterly, an arc distance of 101.29 feet along said curve to the right, having a Radius of 2,887.79 feet, with a Delta Angle of 02°00'35" and a Chord Bearing and Distance of North 71°17'05" West, 101.28 feet to a TxDOT bronze disk in concrete set for the end of said curve to the right;
- 20. North 70°16'48" West, a distance of 1,155.02 feet to a TxDOT bronze disk in concrete set for the beginning of a curve to the right;
- 21. Northwesterly, an arc distance of 322.94 feet along said curve to the right, having a Radius of 2,887.79 feet, with a Delta Angle of 06°24'26" and a Chord Bearing and Distance of North 67°04'37" West, 322.77 feet to a TxDOT bronze disk in concrete set for a point of reverse curvature;
- 22. Northwesterly, an arc distance of 258.96 feet along said curve to the left, having a Radius of 2,315.64 feet, with a Delta Angle of 06°24'26" and a Chord Bearing and Distance of North 67°04'35" West, 258.82 feet to a TxDOT bronze disk in concrete set for the end of said curve to the left;
- 23. North 70°16'48" West, a distance of 93.86 feet to a TxDOT bronze disk in concrete set for the beginning of a curve to the left;
- 24. Northwesterly, at an arc distance of 13.41 feet passing a TxDOT bronze disk in concrete set at 237.00 feet right of and perpendicular to SH 45 Baseline Station 433+33.42 Equation Station, continuing for a total arc distance of 205.18 feet along said curve to the left, having a Radius of 3,647.23 feet, with a Delta Angle of 03°13'24" and a Chord Bearing and Distance of North 71°53'30" West, 205.16 feet to a TxDOT bronze disk in concrete set for the end of said curve to the left;
- 25. North 72°42'39" West, a distance of 249.93 feet to a TxDOT bronze disk in concrete set for the beginning of a curve to the left;

December 2001 Parcel 425 A Page 5 of 5

EXHIBIT <u>E</u> Page <u>5</u> of <u>13</u> Pages

26. Southwesterly, an arc distance of 1,737.88 feet along said curve to the left, having a Radius of 3,659.23 feet, with a Delta Angle of 27°12'41" and a Chord Bearing and Distance of South 88°58'30" West, 1,721.59 feet to the **POINT OF BEGINNING** and containing a computed area of 49.78 acres (2,168,417 square feet) of land, more of less.

This Metes and Bounds description is accompanied by a separate plat.

Calls in parenthesis denote record information.

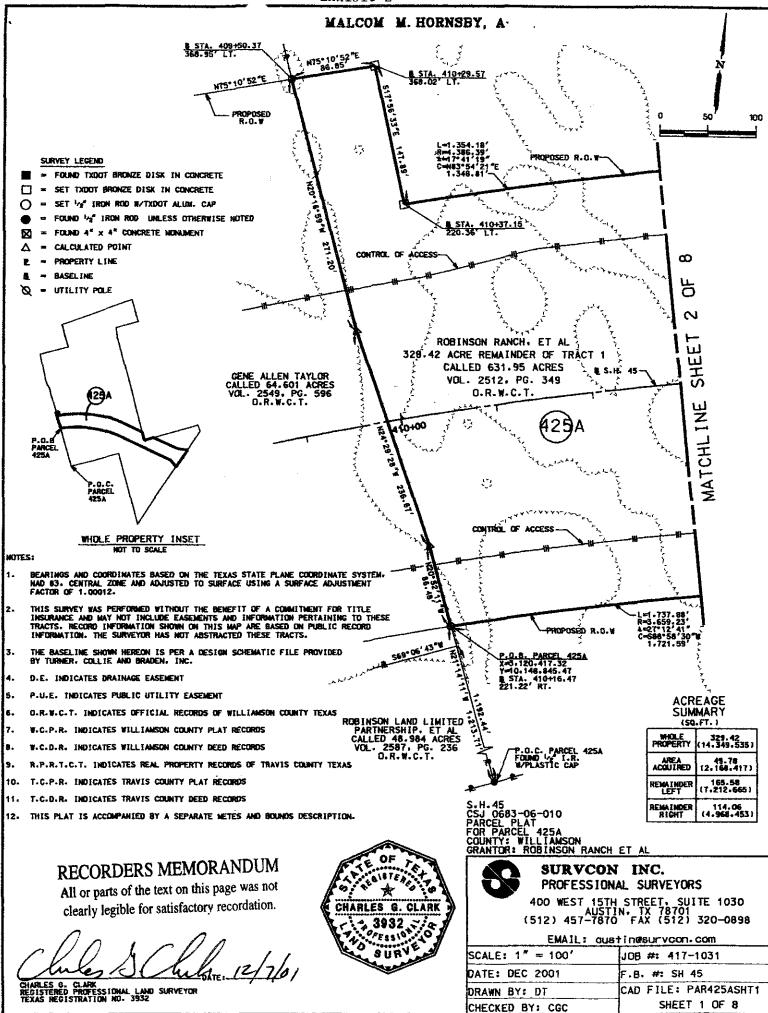
The proposed baseline information recited herein is based on a design schematic drawing provided by Turner, Collie and Braden, Inc.

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Charles G. Clark Registered Professional Land Surveyor Texas Registration No. 3932

SURVCON INC. 400 West 15th St., Suite 1030 Austin, TX 78701 (512) 457-7870 December, 2001



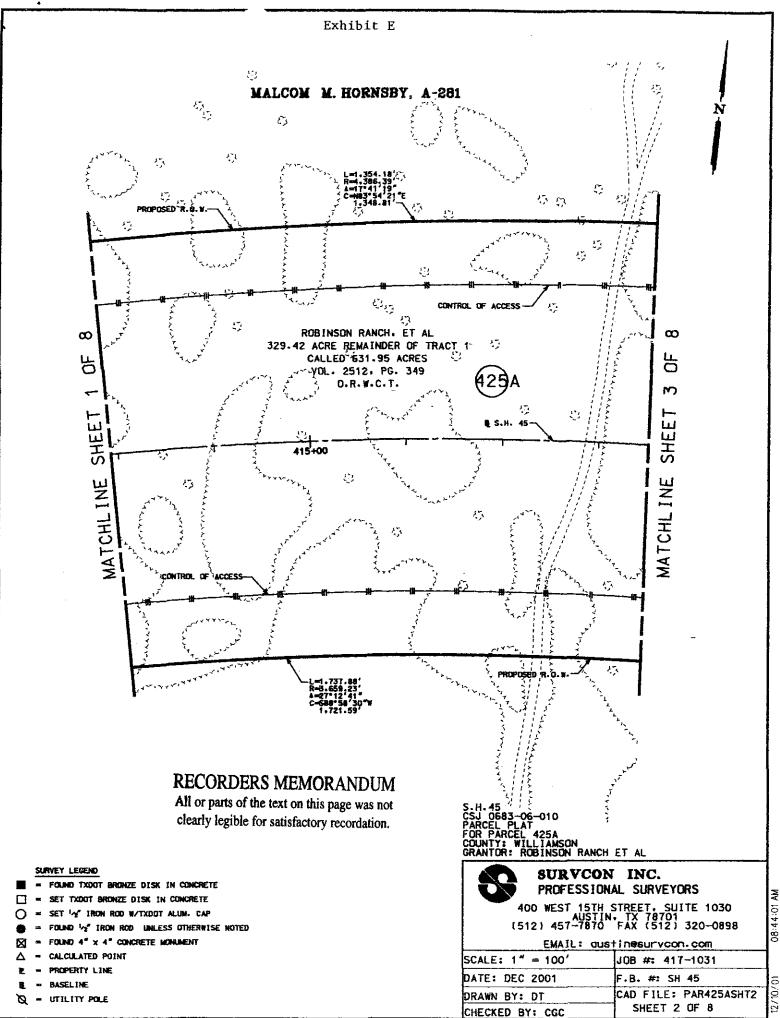


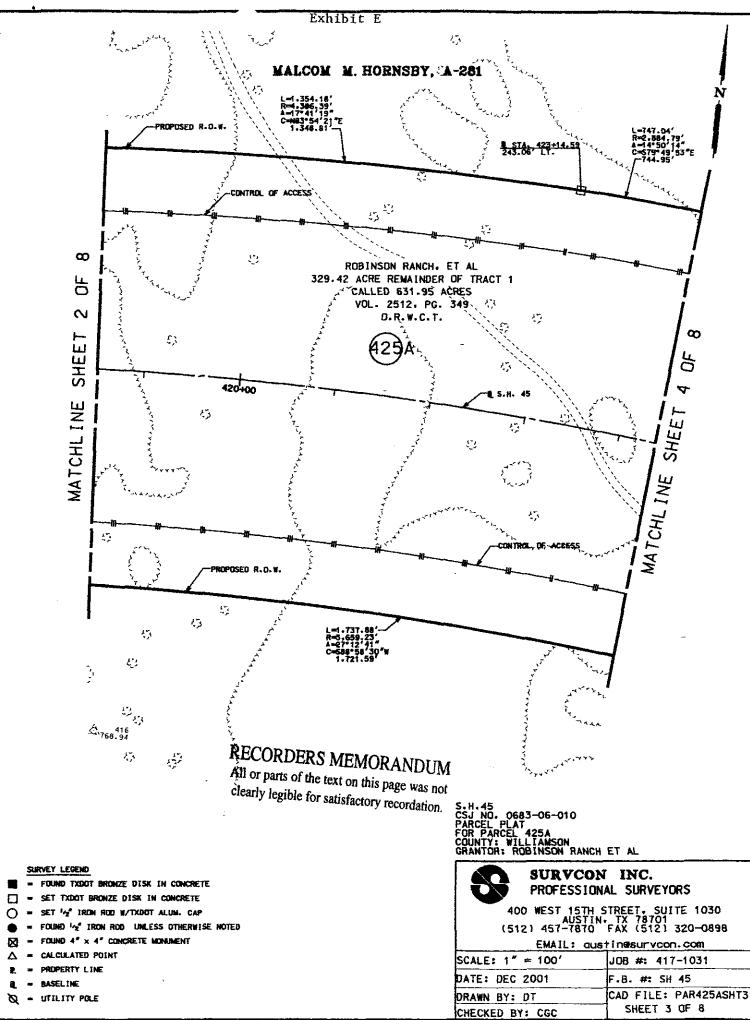
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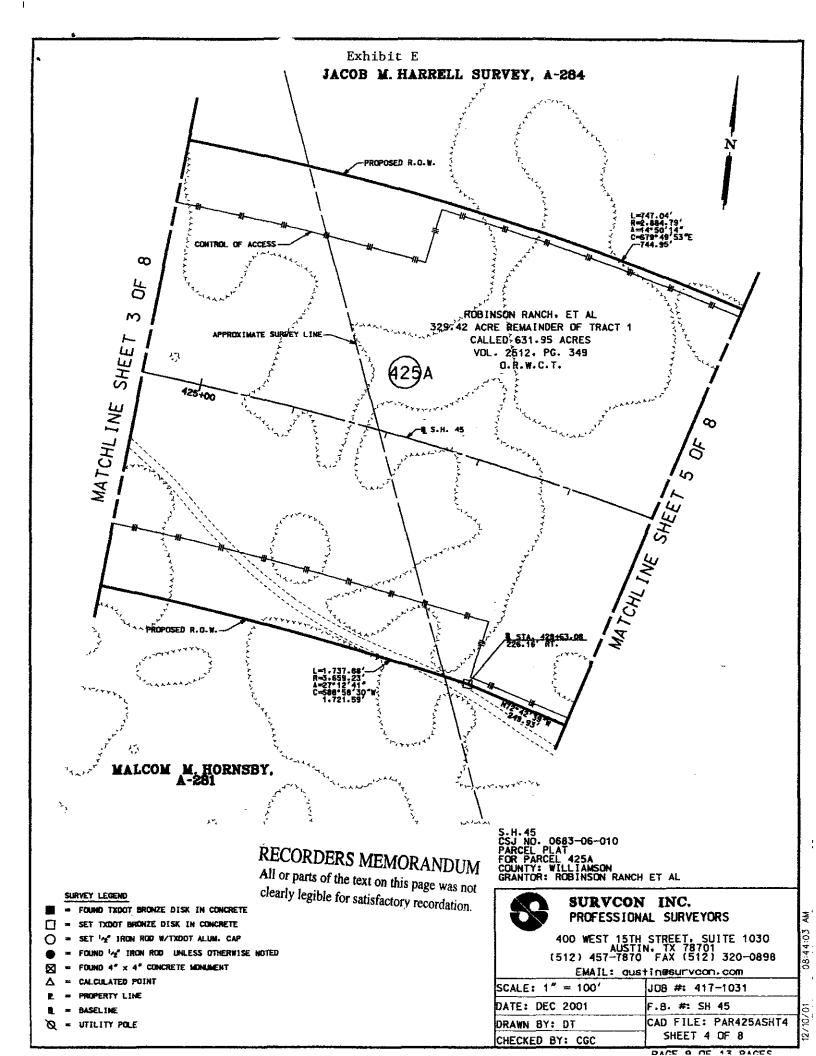


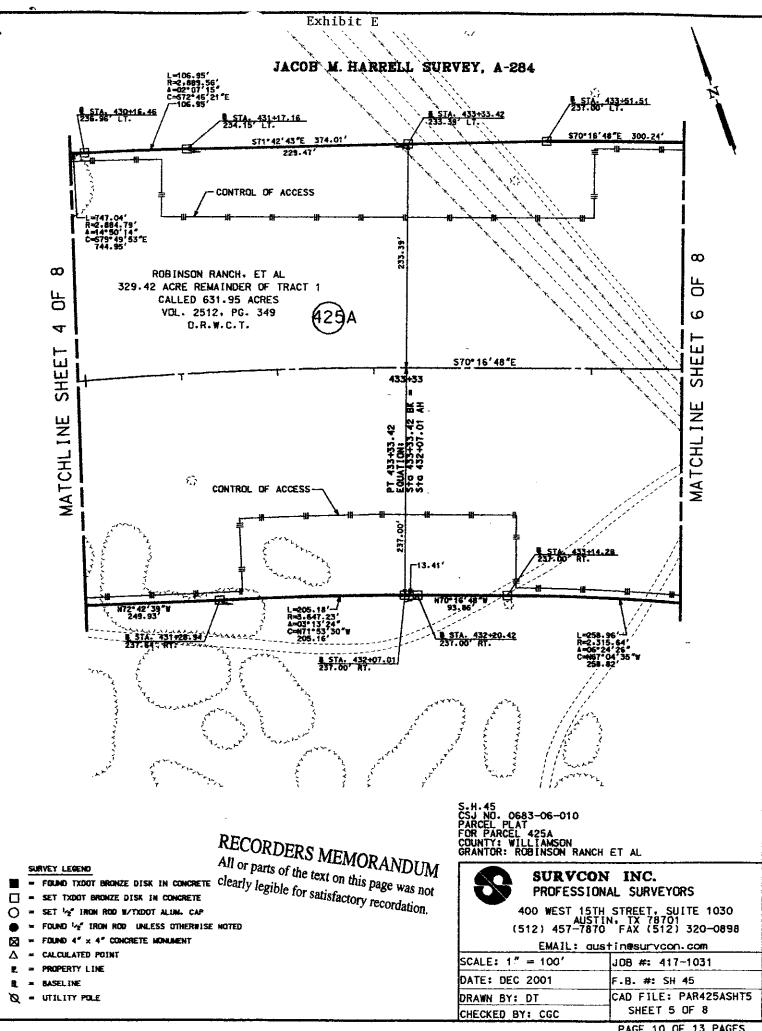
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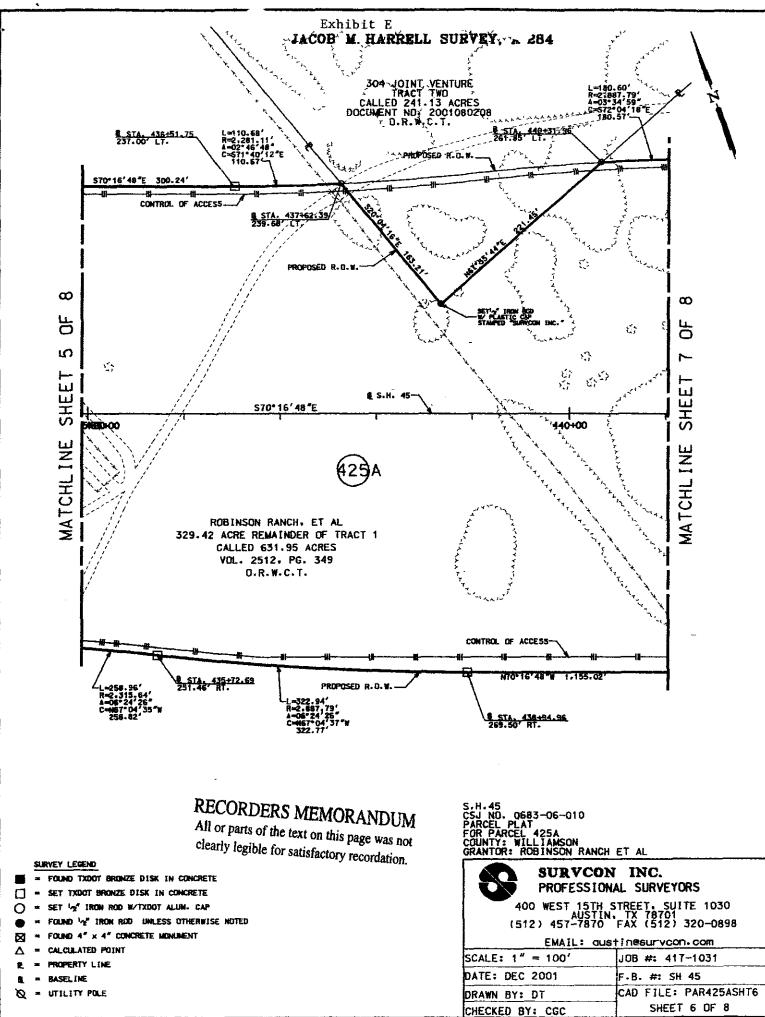
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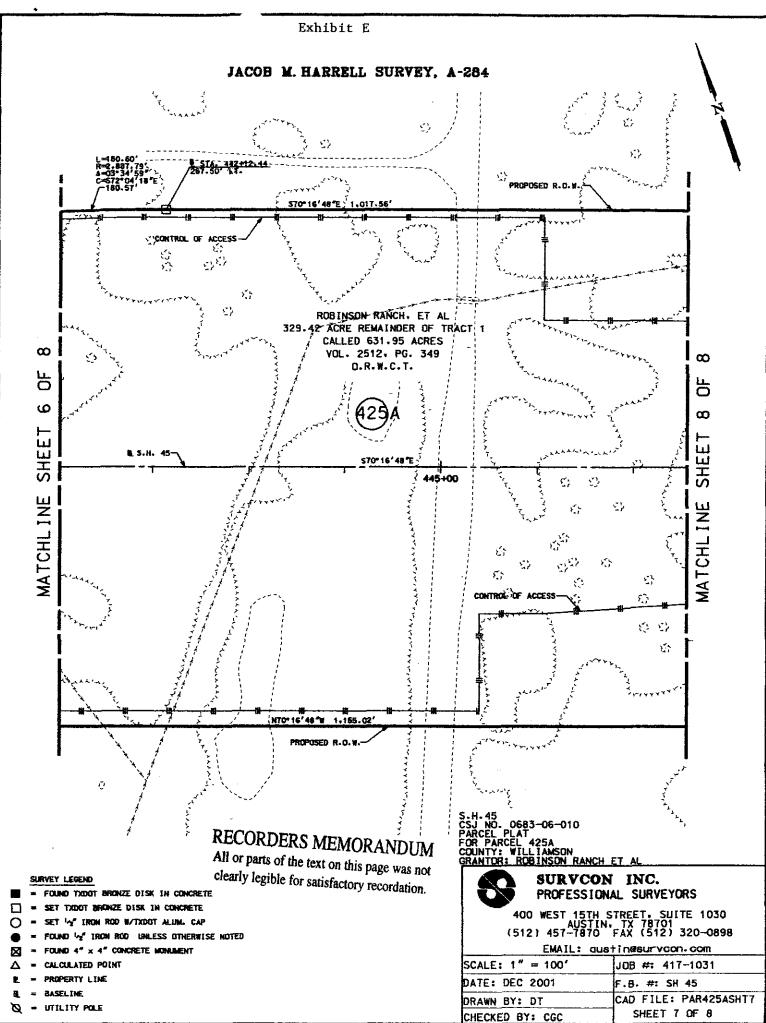
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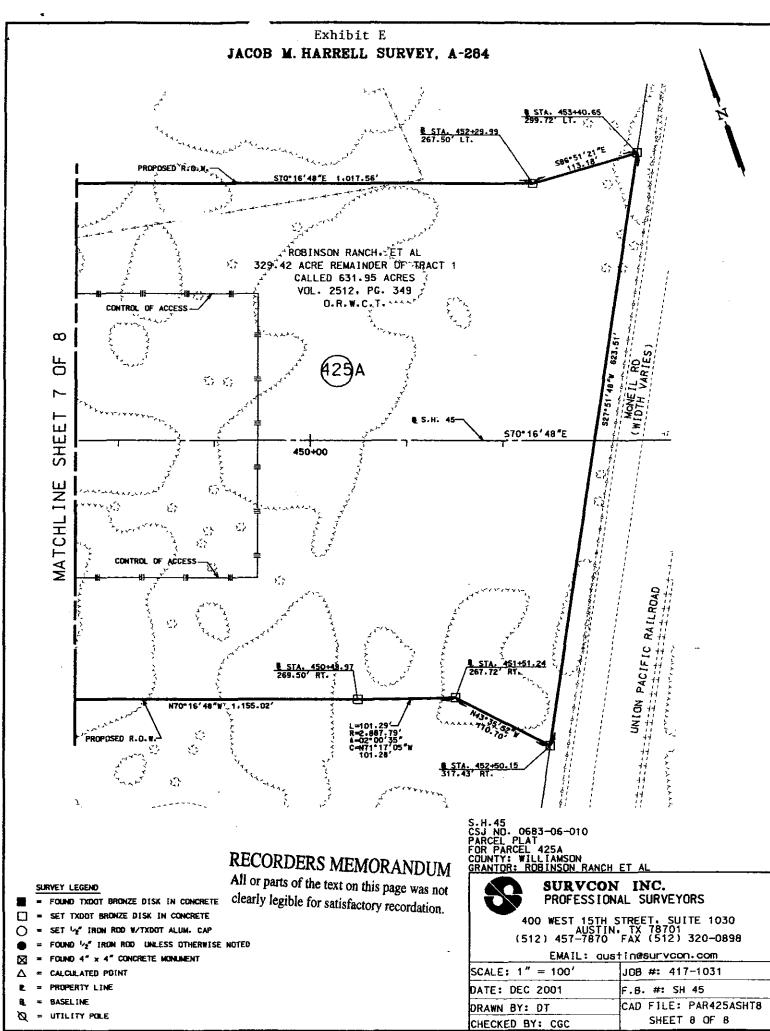
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Prepared By: SURVCON INC. Charles G. Clark Date: 26, June 2002

CONTROL OF ACCESS CLAUSE

ACCOUNT NO:

CSJ:

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COUNTY: Williamson

HIGHWAY: S.H. 45

LIMITS: From El Salido Parkway to RM 685

PARCEL NO: 425B

A. ACCESS TO AND FROM GRANTOR'S REMAINING PROPERTY WILL BE PERMITTED:

Access will not be permitted

B. ACCESS TO AND FROM GRANTOR'S REMAINING PROPERTY WILL BE DENIED:

To the north remainder abutting the highway facility.

C. ACCESS TO AND FROM GRANTORS REMAINING PROPERTY TO THE MAIN TRAFFIC LANES OF THE HIGHWAY FACILITY WILL BE DENIED:

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NO. 1865 P. 9

December 2001 Parcel 425 B Page 1 of 2

EXHIBIT \underline{F} Page <u>1</u> of <u>3</u> Pages

County:WilliamsonHighway:State Highway 45Limits:From El Salido Parkway to RM 685CSJ:0683-06-010

Property Description for Parcel 425 B

Being all that certain 0.4126 acre (17,973 square feet) parcel of land situated in the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of the 241.13 acre Tract Two as conveyed to 304 Joint Venture recorded in Document Number 2001080208 of the Official Records of Williamson County, Texas (O.R.W.C.T.). Said 0.4126 of one acre (17,973 square feet) parcel being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD83, Central Zone and adjusted to surface using a surface adjustment factor of 1.00012:

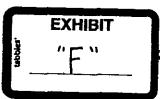
COMMENCING at a 1/2-inch iron rod with a yellow plastic cap stamped "SURVCON INC." set for the most easterly southeast corner of said 241.13 acre tract and lying in the existing northwesterly right of way line of Farm to Market Road Number 1325 (FM 1325); thence as follows:

South 27°51'48" West, with the common line between said 241.13 acre tract and said northwesterly right of way line of FM 1325 a distance of 280.95 feet to an exterior ell corner of said 241.13 acre tract, same being the most easterly southeast corner of a called 631.95 acre tract as conveyed to Robinson Ranch, et al, recorded in Volume 2512, Page 349 of the O.R.W.C.T.;

North 24°04'16" West along the line common to both the said 241.13 acre tract and said 631.95 acre tract, a distance of 246.16 feet to an interior ell corner of the said 241.13 acre tract and the most westerly southeast corner of said 631.95 acre tract;

South 67°55'44" West continuing along the line common to both the said 241.13 acre tract and said 631.95 acre tract, a distance of 1,699.89 feet to a 1/2-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap (X=3,123,504.54, Y=10,148,933.99) set at 261.85 feet left of and perpendicular to State Highway 45 (SH 45) Baseline Station 440+31.96 and being in the proposed northerly right-of-way line of SH 45 for the **POINT OF BEGINNING** of the herein described parcel;

1. THENCE South 67°55'44" West, continuing along the line common to both the said 241.13 acre tract and said 631.95 acre tract, a distance of 221.45 feet to 1/2-inch iron rod with a yellow plastic cap stamped "SURVCON INC." set for an angle point;



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December 2001 Parcel 425 B Page 2 of 2

EXHIBIT F Page 2 of 3 Pages

2. THENCE North 20°04'16" West, a distance of 163.21 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set at 239.68 feet left of and perpendicular to SH 45 Baseline Station 437+62.39 in the proposed northerly right-of-way line of SH 45;

THENCE, along the proposed northerly right-of-way line of SH 45, the following two courses:

- 3. Southeasterly, an arc distance of 137.24 feet along said curve to the left, having a Radius of 2,281.11 feet, a Delta Angle of 03°26'50" and a Chord Bearing and Distance of South 74°47'01" East, 137.22 feet to a TxDOT bronze disk in concrete set for a point of reverse curvature;
- 4. Southeasterly, an arc distance of 133.27 feet along said curve to the right, having a Radius of 2,887.79 feet, a Delta Angle of 02°38'39" and a Chord Bearing and Distance of South 75°11'07" East, 133.26 feet to the POINT OF BEGINNING and containing a computed area of 0.4126 acres (17,973 square feet) of land, more of less.

This Metes and Bounds description is accompanied by a separate plat.

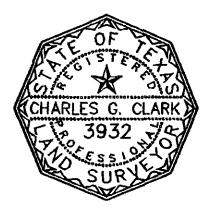
Calls in parenthesis denote record information.

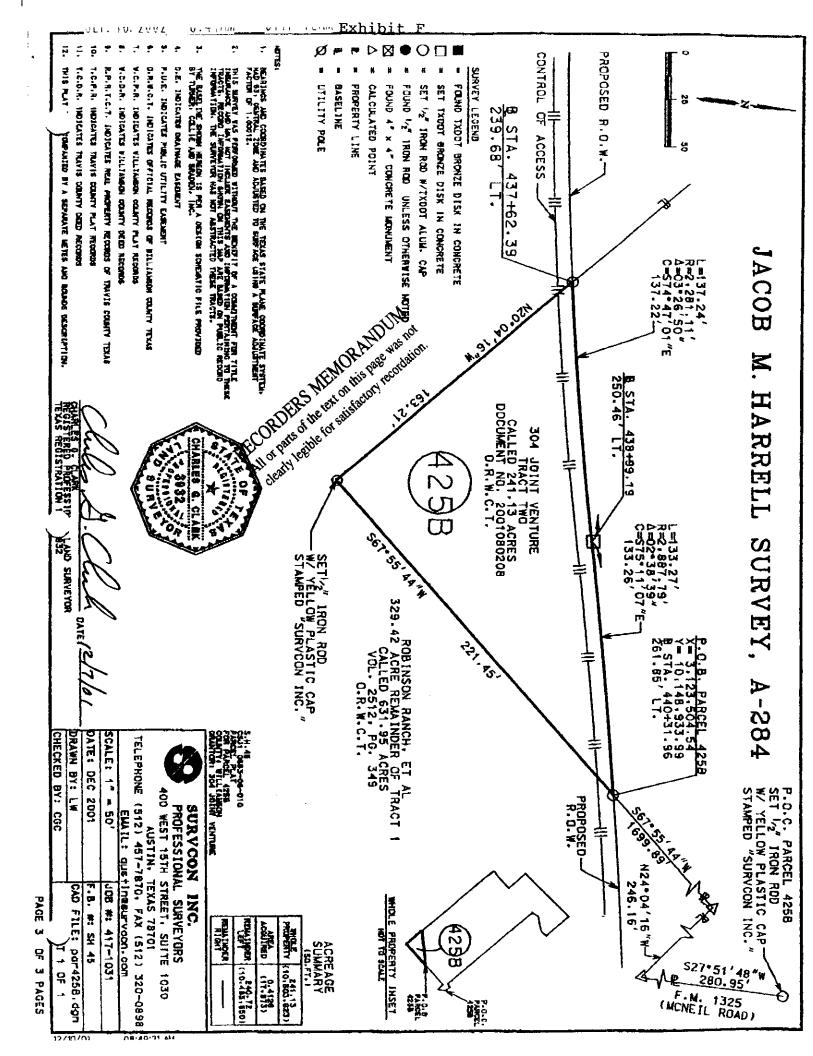
The proposed baseline information recited herein is based on a design schematic drawing provided by Turner, Collie and Braden, Inc.

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Charles G. Clark Registered Professional Land Surveyor Texas Registration No. 3932

SURVCON INC. 400 West 15th St., Suite 1030 Austin, TX 78701 (512) 457-7870 December, 2001





Revised August 2002 September 2001 Parcel 425A CE 1 Page 1 of 3

EXHIBIT G Page 1 of 3 Pages

County:WilliamsonHighway:State Highway 45Limits:From El Salido Parkway to RM 685CSJ:0683-06-010

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Property Description for Parcel 425A CE 1

Being all that certain 39,121 square feet (0.8981 of one acre) parcel of land situated in the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of and a part of the 329.42 acre remainder of Tract 1, a called 631.95 acre tract as conveyed to Robinson Ranch, et al, by a deed recorded in Volume 2512, Page 349 of the Official Records of Williamson County, Texas (O.R.W.C.T.). Said 39,121 square feet (0.8981 of one acre) parcel of land being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a combined surface adjustment factor of 1.00012:

COMMENCING for a point of reference at a 1/2-inch iron rod set in the existing westerly rightof-way line of McNeil Road (width varies) for the northeast corner of said 329.42 acre remainder tract and the southerly corner of Lot 20, Block B of Cimarron Section 8A, as shown on the map or plat thereof, recorded in Cabinet E, Slide 342 of the Williamson County Plat Records and conveyed to Luis A. Cantu, et ux, by a deed recorded in Volume 533, Page 194 of the Williamson County Deed Records; thence as follows:

> South 27°51'48" West, along the line common to said 329.42 acre remainder tract and the existing westerly right-of way line of said McNeil Road, a distance of 1,831.01 feet to a Texas Department of Transportation (TxDOT) bronze disk in concrete (X=3,124,455.83, Y=10,147,977.63) set at 317.43 feet right of and perpendicular to State Highway 45 (SH 45) Proposed Baseline Station 452+50.15, for the **POINT OF BEGINNING**;

1. THENCE, South 27°51'48" West, continuing along the easterly line of said 329.42 acre remainder tract and the westerly right-of-way line of said McNeil Road, a distance of 801.84 feet to a 1/2-inch iron rod with TxDOT aluminum cap set at 1,111.19 feet right of and perpendicular to SH 45 Proposed Baseline Station 451+36.57 for an angle point;



Revised August 2002 September 2001 Parcel 425A CE 1 Page 2 of 3

EXHIBIT <u>G</u> Page <u>2</u> of <u>3</u> Pages

THENCE leaving the westerly right-of-way line of said McNeil Road and crossing the remainder of said 329.42 acre remainder tract the following three courses:

- 2. North 15°35'47" East, a distance of 233.02 feet to a 1/2-inch iron rod with TxDOT aluminum cap set for an angle point;
- 3. North 25°57'16" East, a distance of 300.31 feet to a 1/2-inch iron rod with TxDOT aluminum cap set for an angle point;
- 4. North 27°34'05" East, a distance of 294.47 feet to a 1/2-inch iron rod with TxDOT aluminum cap set in the proposed southerly right-of-way line of SH 45;
- 5. THENCE South 43°35'52" East, along the proposed southerly right-of-way line of SH 45, a distance of 64.37 feet to the **POINT OF BEGINNING** and containing a computed area of 39,121 square feet (0.8981 of one acre) of land, more or less.

This Metes and Bounds description is accompanied by a survey plat having the same date. Calls in parenthesis denote record information for the parent tract.

The proposed baseline referenced herein is per a design schematic provided by Turner, Collie and Braden, Inc.

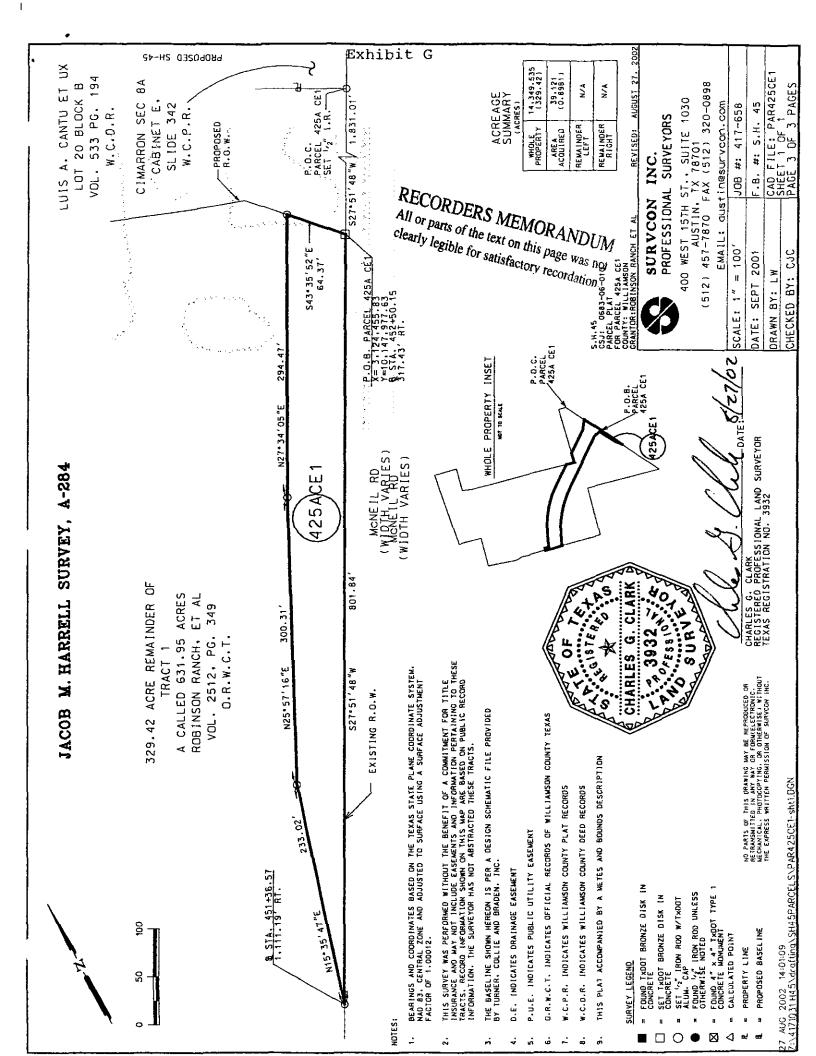
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Charles G. Clark Da Registered Professional Land Surveyor Texas Registration Number 3932

SURVCON INC. 400 West 15th Street, Suite 1030 Austin, Texas 78701 (512) 457-7870 Revised August 2002

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Revised August 2002 September 2001 Parcel 425A CE 2 Page 1 of 3

EXHIBIT <u>H</u> Page 1 of 3 Pages

County:WilliamsonHighway:State Highway 45Limits:From El Salido Parkway to RM 685CSJ:0683-06-010

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Property Description for Parcel 425A CE 2

Being all that certain 4,656 square feet (0.1069 of one acre) parcel of land situated in the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of and a part of the 329.42 acre remainder of Tract 1, a called 631.95 acre tract as conveyed to Robinson Ranch, et al, by a deed recorded in Volume 2512, Page 349 of the Official Records of Williamson County, Texas (O.R.W.C.T.). Said 4,656 square feet (0.1069 of one acre) parcel being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a combined surface adjustment factor of 1.00012:

COMMENCING for a point of reference at a 1/2-inch iron rod set in the existing westerly rightof-way line of McNeil Road (width varies) for the northeast corner of said 329.42 acre tract, same being the southerly corner of Lot 20, Block B of Cimarron Section 8A, as shown on the map or plat thereof, recorded in Cabinet E, Slide 342 of the Williamson County Plat Records and conveyed to Luis A. Cantu, et ux, by a deed recorded in Volume 533, Page 194 of the Williamson County Deed Records; thence as follows:

South 27°51'48" West, along the common line between said 329.42 acre tract and said existing westerly right-of way line of McNeil Road, a distance of 904.92 feet to a 1/2-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap (X=3,124,888.65, Y=10,148,796.35) set at 598.48 feet left of and perpendicular to State Highway 45 (SH 45) Proposed Baseline Station 453+97.59, for the **POINT OF BEGINNING**;

1. THENCE, South 27°51'48" West, continuing along the common line between said 329.42 acre tract and said westerly right-of-way line of McNeil Road, a distance of 302.58 feet to a TxDOT bronze disk in concrete set at 299.72 feet left of and perpendicular to SH 45 Proposed Baseline Station 453+40.65;



Revised August 2002 September 2001 Parcel 425A CE 2 Page 2 of 3

EXHIBIT <u>H</u> Page <u>2</u> of <u>3</u> Pages

THENCE, North 86°51'21" West, along the proposed northerly right-of-way line for SH 45, a distance of 20.97 feet to a 1/2-inch iron rod with TxDOT aluminum cap set for an angle point;

THENCE crossing said 329.42 acre remainder tract the following two courses:

- 3. North 28°16'45" East, a distance of 211.50 feet to a 1/2-inch iron rod with TxDOT aluminum cap set for an angle point;
- 4. North 37°48'35" East, a distance of 101.37 feet to the **POINT OF BEGINNING** and containing a computed area of 4,656 square feet (0.1069 of one acre) of land, more or less.

This Metes and Bounds description is accompanied by a survey plat having the same date. Calls in parenthesis denote record information for the parent tract.

The proposed baseline referenced herein is per a design schematic provided by Turner, Collie and Braden, Inc.

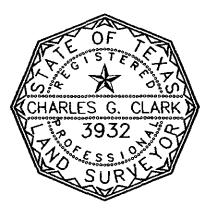
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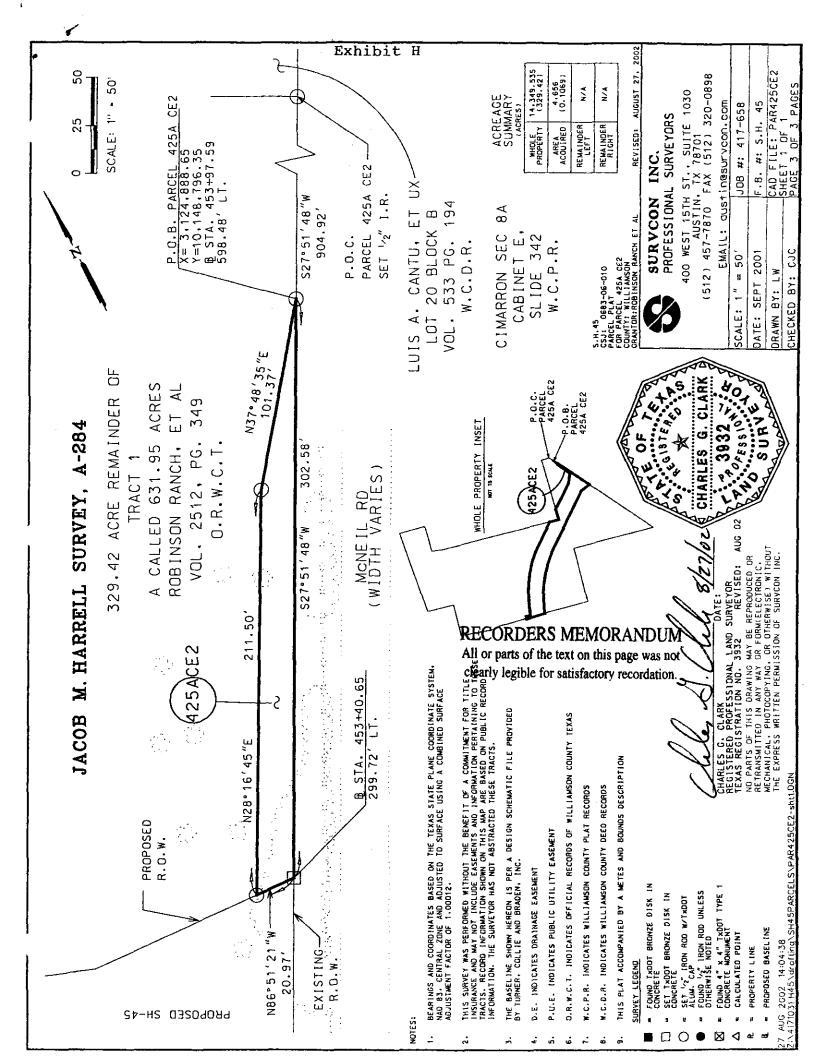
Charles G. Clark Da Registered Professional Land Surveyor Texas Registration Number 3932

SURVCON INC. 400 West 15th Street, Suite 1030 Austin, Texas 78701 (512) 457-7870 Revised August 2002

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Nange Rister 09-20-2002 03:13 PM 2002072798 ANDERSON \$175.00 NANCY E. RISTER , COUNTY CLERK WILLIAMSON COUNTY, TEXAS

CORRECTION RIGHT OF ENTRY, POSSESSION, USE AND CONSTRUCTION AGREEMENT

STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

1

WHEREAS, the undersigned executed a Right of Entry, Possession, Use and Construction Agreement ("ROE") dated as of September 9, 2002, of record in Document No. 2002072798 of the Official Public Records of Williamson County, Texas; and

WHEREAS, the ROE contains an incorrect recitation which the undersigned desire to correct.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT the undersigned, for a full and valuable consideration in hand paid, do hereby amend the ROE as follows:

The very first paragraph of the ROE which appears as follows:

"WHEREAS, the undersigned, ("GRANTOR"), are the owners of approximately 122.3366 acres of land located in Williamson County, Texas, identified as parcels 70, 70E, 70 DE1, 70DE2, 425A, 425B, 425CE1, and 425CE2 being more particularly described by metes and bounds on Exhibit "A"- "H" ("The Whole Property"); and"

shall be deleted in its entirety and replaced by the following:

"WHEREAS, the undersigned, ("GRANTOR"), are the owners of several tracts of land in Williamson County, Texas, all as shown on Exhibit "A" ("The Whole Property"); and"

In addition, any reference to Exhibit "I" ("Part Taken") in the original ROE shall refer to Exhibits A through H of the original ROE document.

Except as modified by this instrument, the ROE shall remain in full force and effect as written.

Executed as of this <u>5</u> day of <u>December</u>, 2002.

GRANTOR:

ROBINSON LAND LIMITED PARTNERSHIP,

a Texas limited partnership

ROBINSON ASSOCIATES, By:

a Texas general partnership, General Partner

By: Robinson. III, General Partner

By: General Partner

ROBINSON 1992 LAND LIMITED PARTNERSHIP, a Texas limited partnership

By: OOUSON II Robinson, III, General Partner

By:

John Oscar Robinson, General Partner

ROBINSON RANCH, a Texas general partnership

By:

A.H. Robinson, III, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. Its: General Partner

By: Alexa Relunin Cosper

Flora Robinson Cosper, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.

Its: General Partner

Carlo Rabinen Gelen By:

Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. Its: General Partner

By: J. P. Morgan Chase Bank, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr. 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 transaction herein.

By: _____ Kames Class Printed Name: _____ Thomas Classe Title:

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

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

Stomar By:

J. Oscar Robinson, Manager

304 JOINT VENTURE, a Texas general partnership

- By: **ROBINSON LAND LIMITED PARTNERSHIP**, a Texas limited partnership, Its General Partner
 - By: ROBINSON ASSOCIATES,

a Texas general partnership, General Partner

ourson By:

.H. Robińson, III, General Partner

By: John Oscar Robinson, General Partner

By: **ROBINSON 1990 LAND LIMITED PARTNERSHIP**, a Texas limited partnership, Its General Partner

Kouron By:

A.H. Robinson, III, General Partner

By:

John Oscar Robinson, General Partner

By: **ROBINSON 1992 LAND LIMITED PARTNERSHIP**, a Texas limited partnership, Its General Partner

By:

A.H. Robinson, III, General Partner

By:

John Oscar Robinson, General Partner

By:

Ourson The

A.H. Robinson, III, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, Its General Partner

In Quar Kolmon By:

John Oscar Robinson, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, Its General Partner

- By: **ROBINSON RANCH**, a Texas general partnership, Its General Partner
 - By: A.H. Robinson, III, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.

Its: General Partner

Its: General Partner

By: <u>Flora Raleman Canade</u> Flora Robinson Cosper, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.

Care advisor Reca Bv:

Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr. Its: General Partner By: J. P. Morgan Chase Bank, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr.

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 transaction herein.

By: ______ Clark Printed Name: ______ Thomas Clarke Title: _____

By: GER 1999 Limited Partnership, a Texas limited partnership, Its General Partner

> G. E. Robinson, LLC, By: a Texas limited liability company, Its General Partner

By: J. Oscar Robinson, Manager

<u>Iluca Ralimin Compu</u> Flora Robinson Cosper, individually

GRANTEE:

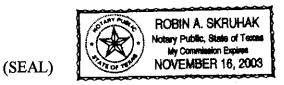
COUNTY OF WILLIAMSON

By: John C. Daeifler 12.5-02 John Doerfler, County Judge

THE STATE OF TEXAS Ş

COUNTY OF TRADIS §

This instrument was acknowledged before me on the $//t^{L}$ day of MADE 2002, by A.H. Robinson, III, General Partner of Robinson Associates, 'a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, on behalf of the partnerships.



Robin A. Skuhak

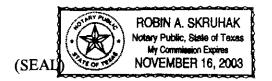
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the $15^{1/2}$ day of Muumber, 2002, by John Oscar Robinson, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, on behalf of the partnerships.

§



<u>Robie A. Skuhak</u> Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS Ş

This instrument was acknowledged before me on the $12^{1/2}$ day of Mountain, 2002, by A.H. Robinson, III, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, on behalf of the partnership.

ROBIN A. SKRUHAK Notary Public, State of Texas (SEAL) My Commission Expires **NOVEMBER 16, 2003**

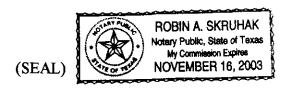
i A. Skruhak

Notary Public, State of Texas

THE STATE OF TEXAS Ş

COUNTY OF TRAILS §

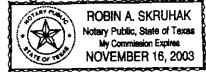
This instrument was acknowledged before me on the $15^{4/2}$ day of Mouse he 2002, by John Oscar Robinson, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, on behalf of the partnership.



Robin A. Skuhak) Notary Public, State of Texas

THE STATE OF TEXAS § COUNTY OF TRAUIS §

This instrument was acknowledged before me on the 12th day of Marmber, 2002, by A.H. Robinson, III, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.



chin A. Skruhak

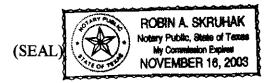
Notary Public. State of Texas

(SEAL)

THE STATE OF TEXAS §

COUNTY OF TRAUIS §

This instrument was acknowledged before me on the 25th day of November 2002, by Flora Robinson Cosper, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.



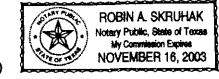
Robi A. Skuhale

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAUS §

This instrument was acknowledged before me on the 1st day of Decema 2002, by Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the trusts and said general partnership.



Popii A. Skylak

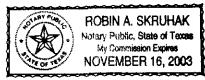
Notary Public, State of Texas

(SEAL)

THE STATE OF TEXAS §

COUNTY OF TRAVIS Ş

This instrument was acknowledged before me on the 19th day of <u>November</u>, 2002, by <u>Thomas Clark</u>, <u>Vice President</u> of J.P. Morgan Chase Bank, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, on behalf of the trusts and said general partnership.



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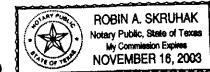
Robie A. Skuhak Notary Public, State of Texas

(SEAL)

THE STATE OF TEXAS

COUNTY OF TRAUIS

This instrument was acknowledged before me on the dav of Moumber, 2002, by J. Oscar Robinson, Manager of G. E. Robinson, LLC, a Texas limited liability company, General Partner of GER 1999 Limited Partnership, a Texas limited partnership, General Partner of Robinson Ranch, a Texas general partnership, on behalf of the limited liability company, the limited partnership and said general partnership.

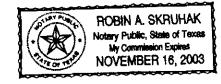


<u>Robin A. Skruhak</u> Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAUS §

This instrument was acknowledged before me on the 12th dav of Mouember, 2002, by A.H. Robinson, III, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.



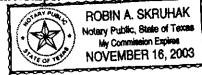
Robi A. Skeuhak Notary Public, State of Texas

(SEAL)

THE STATE OF TEXAS §

COUNTY OF TRAUS §

15th This instrument was acknowledged before me on the dav of MODUMAR, 2002, by John Oscar Robinson, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.



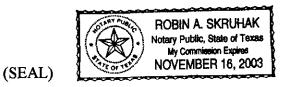
(SEAL)

THE STATE OF TEXAS §

COUNTY OF TRACIS

This instrument was acknowledged before me on the 12th day of Noumber 2002, by A.H. Robinson, III, General Partner of Robinson 1990 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

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Robin A. Skulak

ni A. Skuhak

Notary Public. State of Texas

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF TRAUIS §

This instrument was acknowledged before me on the 15th day of Millembur 2002, by John Oscar Robinson, General Partner of Robinson 1990 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

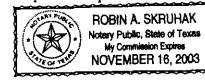
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<u>Kobih A. Skuhak</u> Notary Public, State of Texas

§ COUNTY OF TRAUS §

THE STATE OF TEXAS

This instrument was acknowledged before me on the 12^{+4} day of Movember 2002, by A.H. Robinson, III, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.



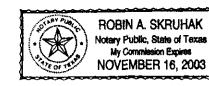
Robin A. Skuhak Notary Public, State of Texas

(SEAL)

THE STATE OF TEXAS §

COUNTY OF TRAUS §

This instrument was acknowledged before me on the 15^{12} day of Mounter 2002, by John Oscar Robinson, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.



Robin A. Skruhak

Notary Public, State of Texas

COUNTY OF <u>TRAVIS</u> §

This instrument was acknowledged before me on the $12^{1/2}$ day of <u>Moundur</u>, 2002, by A.H. Robinson, III, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, for 304 Joint Venture, a Texas general partnership, on behalf of said trusts.

ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

i A. Skulak

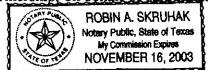
Notary Public, State of Texas

(SEAL)

THE STATE OF TEXAS §

COUNTY OF ______ §

This instrument was acknowledged before me on the 15^{+2} day of <u>Moumber</u>, 2002, by John Oscar Robinson, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, for 304 Joint Venture, a Texas general partnership, on behalf of said trusts.



Robin A. Skruhak

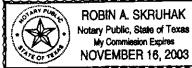
Notary Public, State of Texas

(SEAL)

THE STATE OF TEXAS §

COUNTY OF TRAUS §

This instrument was acknowledged before me on the 12^{+-} day of 12^{+



i A. Skuhak

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAULS §

This instrument was acknowledged before me on the 25^{42} day of <u>Moumbur</u>, 2002, by Flora Robinson Cosper, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.



ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

i A. Skuhak

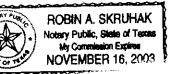
Notary Public. State of Texas

(SEAL)

THE STATE OF TEXAS §

COUNTY OF TRAUS §

This instrument was acknowledged before me on the $18^{t/2}$ day of 1000 mbus, 2002, by Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the trusts and said general partnership.



Robi A. Skuhak

Notary Public, State of Texas

THE STATE OF TEXAS Ş

COUNTY OF TRAUS

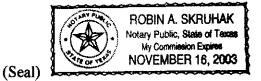
This instrument was acknowledged before me on the <u>1914</u> day of <u>November</u>. 2002, by Thomas Clark , Dice President of J.P. Morgan Chase Bank, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the trusts and said general partnership.

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ni A. Skuhak

Notary Public. State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAUS

This instrument was acknowledged before me on the 15^{44} day of <u>Moumbur</u> 2002, by J. Oscar Robinson, Manager of G. E. Robinson, LLC, a Texas limited liability company, General Partner of GER 1999 Limited Partnership, a Texas limited partnership, General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the limited liability company, the limited partnership and said general partnership.

ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003 (SEAI

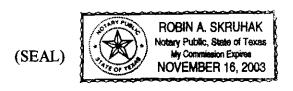
Robi A. Skurbak

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF TRAVIS

perfore me on the <u>25⁴⁶</u> day of performed and the day of the day This instrument was acknowledged before me on of Mouthber, 2002, by Flora Robinson Cosper, individually.



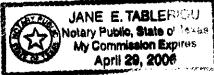
Notary Public, State of Texa

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the $\underline{3}$ day of <u>DetemBER</u>, 2002, by John Doerfler, County Judge out of the County of Williamson, State of Texas, on behalf of said County.

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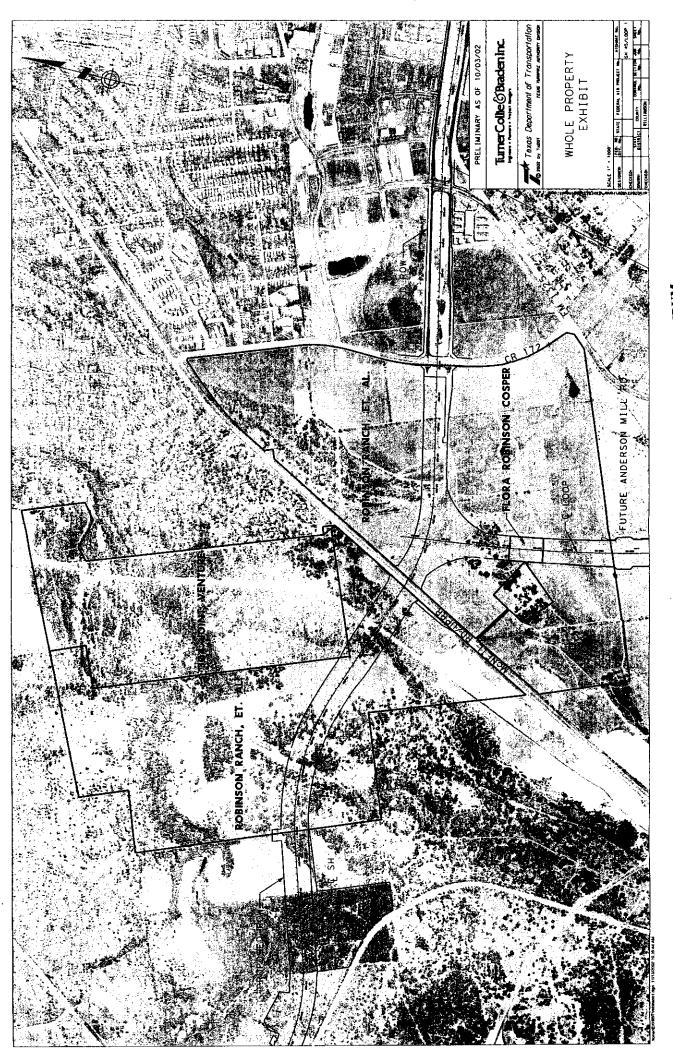
(SEAL)

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Lablenn.

Notary Public, State of Texas



RECORDERS MEMORANDUM All or part of the text on this page was not clearly legible for satisfactory recordation.

EXHIBIT A

FILED AND RECORDED OFFICIAL PUBLIC RECORDS

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Nancy E. Rister 12-06-2002 03:11 PM 2002096702 ANDERSON \$41.00 NANCY E. RISTER , COUNTY CLERK WILLIAMSON COUNTY, TEXAS

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