

REAL ESTATE CONTRACT
SH 195 @ Ronald Reagan Blvd.

THIS REAL ESTATE CONTRACT ("Contract") is made by **AUSTIN WHITE LIME COMPANY, LTD.**, a Texas limited partnership (referred to in this Contract as "Seller"), and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I.
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tracts of land described as follows:

A 1.0500 acre (45,737 square foot) tract of land out of the Lemuel S. Walters Survey, Abstract No. 653, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in **Exhibit "A"** attached hereto and made a part hereof;

together with all and singular the rights and appurtenances pertaining to the real property described above, but not to any other property of Seller (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the portion of the Property described in **Exhibit "A"** only not otherwise agreed herein to be retained by Seller (the "Improvements"), for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II.
PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property, any Improvements, and for the replacement of fencing or any damage to and/or cost to cure the remaining property of Seller (except for any damages or costs Purchaser expressly agrees to pay under any other contract or agreement with Seller relating to such other property of Seller or any damages or costs resulting from trespass, construction or other activities outside the boundaries of the Property), shall be the sum of TWO HUNDRED ELEVEN THOUSAND THREE HUNDRED THIRTY and 00/100 Dollars (\$211,330.00). (the "Purchase Price").

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other immediately available funds at the Closing.

ARTICLE III.
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV.
REPRESENTATIONS AND WARRANTIES**

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

4.02. PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY, INCLUDING THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE ITS PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND AGREES THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS AND, UPON CLOSING, SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN **AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS**, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THE SPECIAL WARRANTY OF TITLE TO BE CONTAINED IN THE DEED CONVEYING THE PROPERTY, AS DESCRIBED BELOW IN SECTION 5.02. PURCHASER DISCLAIMS RELIANCE UPON, AND WAIVES AND RELINQUISHES ANY AND ALL RIGHTS AND PRIVILEGES ARISING OUT OF OR RELATED TO, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF ANY KIND OR NATURE, EXCEPT THE SPECIAL WARRANTY OF TITLE TO BE CONTAINED IN THE DEED. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

4.03. THE TERMS AND PROVISIONS OF THIS ARTICLE IV SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

**ARTICLE V.
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Heritage Title Company of Austin, Inc. on or before September 15, 2023, or at such other time, date, and place as Seller and Purchaser may agree (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing, Seller shall:

(1) Deliver to Purchaser (a) a duly executed and acknowledged special warranty deed conveying good and indefeasible title in fee simple to the Property described in **Exhibit "A"** (the "Deed") to the State of Texas (the "State").

(2) The Deed shall be in the form as shown in **Exhibit "B"** attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy (the "Policy") at Purchaser's sole expense, in the full amount of the Purchase Price, insuring the State's contracted interests in and to the Property subject only to those title exceptions listed therein, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted; and

(b) The exception as to restrictive covenants shall be endorsed "None of Record", except for any restrictive covenants that may be specifically listed; and

(4) Deliver to the State possession of the Property if not previously done.

Seller will have no obligation to cure or satisfy title exceptions other than the obligation to satisfy any exceptions contained on Schedule C of the applicable commitment for the Policy that are applicable to Seller and to pay any past-due taxes or assessments against the Property. Rollback Taxes (as defined in Section 5.04) will not be considered past-due taxes and will be assumed by the State at Closing in accordance with Section 5.04.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the unpaid portion of the Purchase Price; and

(b) Pay the costs of Closing for which Purchaser is responsible as provided in this Contract.

Prorations

5.04. Purchaser acknowledges that the value of the Property for ad valorem tax purposes is currently determined by a special appraisal method that allows for appraisal of the Property at less than its market value (the "Agricultural Value Appraisal"). At the Closing, ad valorem taxes for the Property described in **Exhibit "A"** based on the Agricultural Value Appraisal will be prorated and Seller will pay the prorated taxes for the year of Closing and taxes for prior years based on the Agricultural Value Appraisal; however, the obligation to pay any rollback taxes, penalties and interest levied against the Property relating to any period prior to the date of Closing due to the sale of the Property or a change in use or ownership of the Property ("Rollback Taxes") will be assumed by the State and paid by the State when and if assessed. If Closing occurs before the tax rate is fixed for the year of Closing, the proration of taxes for the year of Closing will be based upon the tax rate for the preceding year applied to the latest Agricultural Value Appraisal and Seller will remain responsible for payment any additional taxes that may be due based on the Agricultural Value Appraisal of the Property when the tax rate for the year of Closing becomes available. The agreements of the parties under this Section will survive Closing.

Closing Costs

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

- (1) Owner's Title Policy (including the basic premium and the costs of all endorsements and special elective coverages) and survey to be paid by Purchaser.
- (2) Deed (including recording costs), tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI. BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may, as its sole and exclusive remedy, enforce specific performance of this Contract.

ARTICLE VII. BREACH BY PURCHASER

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

ARTICLE VIII. MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

No Recordation

8.08. Seller and Purchaser agree that neither this Contract nor any memorandum or affidavit hereof shall be recorded.

Compliance

8.09. In accordance with the requirements of Section 1101.555 of the Real Estate License Act (Chapter 1101, Texas Occupations Code), Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Purchaser, which date is indicated beneath the Purchaser's signature below.

Counterparts

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

Exhibits

8.12. The following Exhibits are attached hereto and incorporated herein for all purposes:

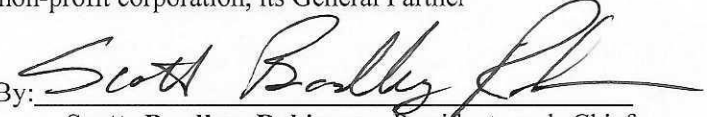
Exhibit "A": Property metes and bounds legal description

Exhibit "B": Form of Deed

SELLER:

AUSTIN WHITE LIME COMPANY, LTD., a Texas limited partnership

By: **ROBINSON FAMILY MANAGEMENT**, a Texas non-profit corporation, its General Partner

By: 
Scott Bradley Robinson, President and Chief Executive Officer

Date: 8/28/23

Address: 4900 Howard Lane (physical)
Austin, Texas 78728

P.O. Box 9556 (mailing)
Austin, Texas 78766

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: *Valerie Covey*

Valerie Covey
County Commissioner

Date: Sep 12, 2023

Address: 710 Main Street, Suite 101
Georgetown, Texas 768626

EXHIBIT "A"

Property metes and bounds legal description

EXHIBIT "A"

County: Williamson
Highway: SH195
Limits: From: Ronald Reagan Blvd., Southeasterly

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DESCRIPTION OF PARCEL 1

BEING a 1.0500 of one acre (45,737 square feet) parcel of land situated in the Lemuel S. Walters Survey, Abstract No. 653 in Williamson County, Texas, said 1.0500 of one acre parcel of land being a portion of that certain remainder of a called 1441.49 acre tract described in a Special Warranty Deed to Austin White Lime Company, of record in Volume 771, Page 65, of the Deed Records of Williamson County, Texas; said 1.0500 of one acre parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with aluminum cap marked "TX Department of Transportation R.O.W. Monument" found in the northeasterly right-of-way line of SH195, said R.O.W. been described as a 46.573 acre tract in a Special Warranty Deed to State of Texas in Document No. 2011003279, Official Public Records of Williamson County, Texas (O.P.R.W.C.T.)

THENCE, along said northeasterly right-of-way line of said SH195, 289.34 feet along the arc of a curve to the right, having a radius of 2,984.79 feet, a central angle of 05° 33' 15" and whose chord bears South 48° 16' 56" East, a distance of 289.23 feet to a calculated point for the **POINT OF BEGINNING**, said point being the southwesterly corner of the remainder of said Austin White Lime Company tract, same also being at the intersection with the easterly right-of-way line of Ronald Reagan Boulevard (a variable width right-of-way), being the most westerly corner of the herein described parcel, having a surface coordinate of N=10,249,844.50 and E=3,117,835.40 and being 119.74 feet left of and at right angles to the surveyor's baseline station 1495+82.04; from which point a mag nail found bears: South 19° 32' 57" West, a distance of 0.42 feet;

- (1) **THENCE**, with the northwesterly line of the tract described herein, along said easterly right-of-way line of Ronald Reagan Boulevard, 62.90 feet along the arc of a curve to the right, having a radius of 2,739.79 feet, a central angle of 01° 18' 55" and whose chord bears North 44° 34' 21" East, a distance of 62.90 feet to a 5/8-inch iron rod with plastic cap stamped "WGI 10194509" set for the most northerly corner of the tract described herein and being 182.64 feet left of and at right angles to the surveyor's baseline station 1495+82.11;
- (2) **THENCE**, with the northeasterly line of the tract described herein and the proposed northeasterly right-of-way line of SH 195, over and across said Austin White Lime Company remainder tract, South 00°03'02" East, a distance of 35.34 feet to a 5/8-inch iron rod with plastic cap stamped "WGI 10194509" set, and being 157.56 feet left of surveyor's baseline station 1496+05.79;

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Limits: From: Ronald Reagan Blvd., Southeasterly

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- (3) **THENCE**, continuing with the northeasterly line of the tract described herein and the proposed northeasterly right-of-way line of SH 195, continuing over and across said Austin White Lime Company remainder tract, South 45°05'05" East, a distance of 93.16 feet to a 5/8-inch iron rod with plastic cap stamped "WGI 10194509" set, and being 157.56 feet left of surveyor's baseline station 1496+98.94;
- (4) **THENCE**, continuing with the northeasterly line of the tract described herein and the proposed northeasterly right-of-way line of SH 195, continuing over and across said Austin White Lime Company remainder tract, South 40°44'01" East, a distance of 150.45 feet to a 5/8-inch iron rod with plastic cap stamped "WGI 10194509" set, and being 146.14 feet left of surveyor's baseline station 1498+48.96;
- (5) **THENCE**, continuing with the northeasterly line of the tract described herein and the proposed northeasterly right-of-way line of SH 195, continuing over and across said Austin White Lime Company remainder tract, South 46°34'02" East, a distance of 146.35 feet to a 5/8-inch iron rod with plastic cap stamped "WGI 10194509" set, and being 149.92 feet left of surveyor's baseline station 1499+95.26;
- (6) **THENCE**, continuing with the northeasterly line of the tract described herein and the proposed northeasterly right-of-way line of SH 195, continuing over and across said Austin White Lime Company remainder tract, South 45°02'28" East, a distance of 608.85 feet to a 5/8-inch iron rod with plastic cap stamped "WGI 10194509" set, and being 149.44 feet left of surveyor's baseline station 1506+04.11;
- (7) **THENCE**, continuing with the northeasterly line of the tract described herein and the proposed northeasterly right-of-way line of SH 195, continuing over and across said Austin White Lime Company remainder tract, South 42°13'19" East, a distance of 196.58 feet to a 5/8-inch iron rod with plastic cap stamped "WGI 10194509" set, and being 139.62 feet left of surveyor's baseline station 1508+00.45;
- (8) **THENCE**, continuing with the northeasterly line of the tract described herein and the proposed northeasterly right-of-way line of SH 195, continuing over and across said Austin White Lime Company remainder tract, South 45°04'59" East, a distance of 359.65 feet to a 5/8-inch iron rod with plastic cap stamped "WGI 10194509" set, and being 139.60 feet left of surveyor's baseline station 1511+60.10;

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County: Williamson
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- (9) **THENCE**, continuing with the northeasterly line of the tract described herein and the proposed northeasterly right-of-way line of SH 195, continuing over and across said Austin White Lime Company remainder tract, South 52°29'19" West, a distance of 5.03 feet to a 5/8-inch iron rod with plastic cap stamped "WGI 10194509" set, and being 134.62 feet left of surveyor's baseline station 1511+59.43;
- (10) **THENCE**, continuing with the northeasterly line of the tract described herein and the proposed northeasterly right-of-way line of SH 195, continuing over and across said Austin White Lime Company remainder tract, South 45°05'10" East, a distance of 701.43 feet to a 5/8-inch iron rod with plastic cap stamped "WGI 10194509" set, and being 134.62 feet left of surveyor's baseline station 1518+60.86;
- (11) **THENCE**, continuing with the northeasterly line of the tract described herein and the proposed northeasterly right-of-way line of SH 195, continuing over and across said Austin White Lime Company remainder tract, South 41°45'25" East, a distance of 259.52 feet to a 5/8-inch iron rod with plastic cap stamped "WGI 10194509" set in the existing northeasterly right-of-way of said SH 195, and being 119.55 feet left of surveyor's baseline station 1521+19.94; from which point a TxDOT Type II monument found bears, South 45°04'59" East, a distance of 79.93 feet;
- (12) **THENCE**, along said existing northeasterly right-of-way line of said SH195, with the southwesterly line of the remainder of said Austin White Lime Company tract, North 45°04'59" West (CALLED South 45°05'10" East), a distance of 1,320.00 feet to a calculated point; and being 119.62 feet left of surveyor's baseline station 1507+99.95;
- (13) **THENCE**, continuing along said existing northeasterly right-of-way line of said SH195, with the southwesterly line of the remainder of said Austin White Lime Company tract, North 42°16'39" West, a distance of 200.52 feet (CALLED South 42°13'26" East, a distance of 200.25 feet) to a TxDOT Type II monument found; and being 129.44 feet left of surveyor's baseline station 1505+99.67;
- (14) **THENCE**, continuing along said existing northeasterly right-of-way line of said SH195, with the southwesterly line of the remainder of said Austin White Lime Company tract, North 45°02'28" West, a distance of 329.90 feet (CALLED South 45°05'10" East, a distance of 330.00 feet) to a TxDOT Type II monument found; and being 129.70 feet left of surveyor's baseline station 1502+69.77;

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- (15) **THENCE**, continuing along said existing northeasterly right-of-way line of said SH195, with the southwesterly line of the remainder of said Austin White Lime Company tract, North 39°23'47" West, a distance of 100.28 feet (CALLED South 39°22'32" East, a distance of 100.50 feet) to a calculated point; from which point a ½-inch iron rod found bears, South 54°44'32" East, a distance of 0.80 feet; and being 139.65 feet left of surveyor's baseline station 1501+69.99;
- (16) **THENCE**, continuing along said existing northeasterly right-of-way line of said SH195, with the southwesterly line of the remainder of said Austin White Lime Company tract, North 45°04'59" West, a distance of 85.00 feet (CALLED South 45°05'10" East, a distance of 85.00') to a TxDOT Type II monument found; and being 139.65 feet left of surveyor's baseline station 1500+84.99;
- (17) **THENCE**, continuing along said existing northeasterly right-of-way line of said SH195, with the southwesterly line of the remainder of said Austin White Lime Company tract, North 50°47'18" West, a distance of 100.73 feet (CALLED South 50°47'48" East, a distance of 100.50') to a TxDOT Type II monument found; and being 129.64 feet left of surveyor's baseline station 1499+89.76;
- (18) **THENCE**, continuing along said existing northeasterly right-of-way line of said SH195, with the southwesterly line of the remainder of said Austin White Lime Company tract, North 46°34'02" West, a distance of 382.56 feet (CALLED South 46°35'00" East, a distance of 382.75 feet) to a TxDOT Type II monument found at the beginning of a curve to the left; and being 119.75 feet left of surveyor's baseline station 1496+02.33;
- (19) **THENCE**, continuing along said existing northeasterly right-of-way line of said SH195, with the southwesterly line of the remainder of said Austin White Lime Company tract, 21.14 feet along the arc of a curve to the left, having a radius of 2,984.79 feet, a central angle of 00° 24' 21" and whose chord bears North 45° 19' 12" West, a distance of 21.14 feet to the **POINT OF BEGINNING**, and containing 1.0500 of one acre (45,737 square feet) of land.

EXHIBIT "A"

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NOTES:

The basis of bearing is the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), 2011 adjustment, EPOCH 2010. Central Zone (4203). All distances and coordinates shown are surface values, unless otherwise noted, and may be converted to grid by dividing the TXDOT combined scale factor of 1.00012. Unit of measurement is U.S. Survey Feet

A drawing of even date herewith accompanies this description.

This survey was performed with the benefit of a title commitment as referenced on the accompanying drawing of even date herewith.

All stations and offsets shown are calculated relative to the project baseline as surveyed (SH195 centerline)

I, Coleen M. Johnson, a Registered Professional Land Surveyor, do hereby certify that this description and accompanying drawing is true and correct to the best of my knowledge and belief and was prepared from an actual on-the-ground survey under my direction and supervision.



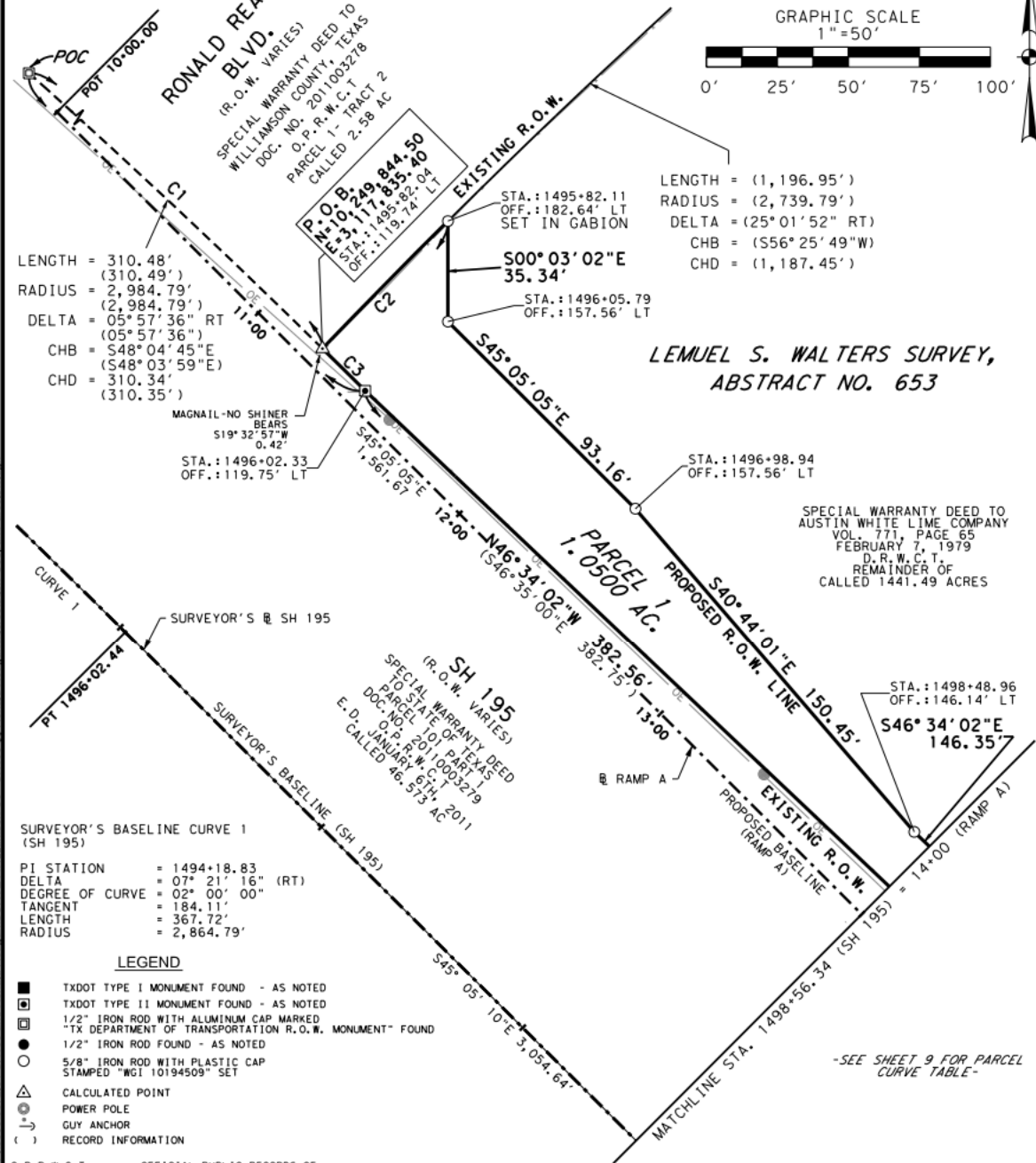
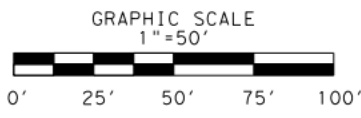
July 18, 2023

Coleen M. Johnson, RPLS
Registered Professional Land Surveyor
Texas Registration No. 4871
WGI, Inc.
4700 Mueller Blvd., Suite 300
Austin, Texas 78723
TBPELS Survey Firm No. 10194509

Date



EXHIBIT "A"



LENGTH = 310.48'
(310.49')
RADIUS = 2,984.79'
(2,984.79')
DELTA = 05°57'36" RT
(05°57'36")
CHB = S48°04'45"E
(S48°03'59"E)
CHD = 310.34'
(310.35')

LENGTH = (1,196.95')
RADIUS = (2,739.79')
DELTA = (25°01'52" RT)
CHB = (S56°25'49"W)
CHD = (1,187.45')

LEMUEL S. WALTERS SURVEY,
ABSTRACT NO. 653

SURVEYOR'S BASELINE CURVE 1
(SH 195)
PI STATION = 1494+18.83
DELTA = 07°21'16" (RT)
DEGREE OF CURVE = 02°00'00"
TANGENT = 184.11'
LENGTH = 367.72'
RADIUS = 2,864.79'

LEGEND

- TXDOT TYPE I MONUMENT FOUND - AS NOTED
- TXDOT TYPE II MONUMENT FOUND - AS NOTED
- ▣ 1/2" IRON ROD WITH ALUMINUM CAP MARKED "TX DEPARTMENT OF TRANSPORTATION R.O.W. MONUMENT" FOUND
- 1/2" IRON ROD FOUND - AS NOTED
- 5/8" IRON ROD WITH PLASTIC CAP STAMPED "WGI 10194509" SET
- △ CALCULATED POINT
- ⊙ POWER POLE
- ⊙ GUY ANCHOR
- () RECORD INFORMATION

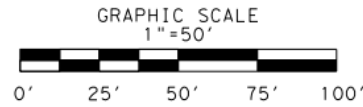
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT-OF-WAY
PROPERTY LINE ———— R ————
OVERHEAD ELECTRIC ———— OE ————
HIGH VOLTAGE TRANSMISSION LINE ———— HV ————
WIRE FENCE ———— * ————

4700 Mueller Boulevard, Suite 300
Austin, TX 78723
Phone No. 512.669.5560
Survey Firm No. 10194509

PARCEL PLAT SHOWING PARCEL 1						
SCALE	FED. RD. DIV. NO.	STATE	COUNTY		HIGHWAY NO.	
1" = 50'	-	TEXAS	WILLIAMSON		SH195	
DATE	STATE DISTRICT NO.	FEDERAL AID PROJECT NO.	CONTROL NO.	SECTION NO.	JOB NO.	PAGE NO.
7/18/23	-	-	-	-	-	1 OF 9

7/18/2023 8:46:22 AM P:\530005372-01 SH195 and Ronald Reagan\Reagan\Reagan\Stationing-Geopack\Parcel1.dwg

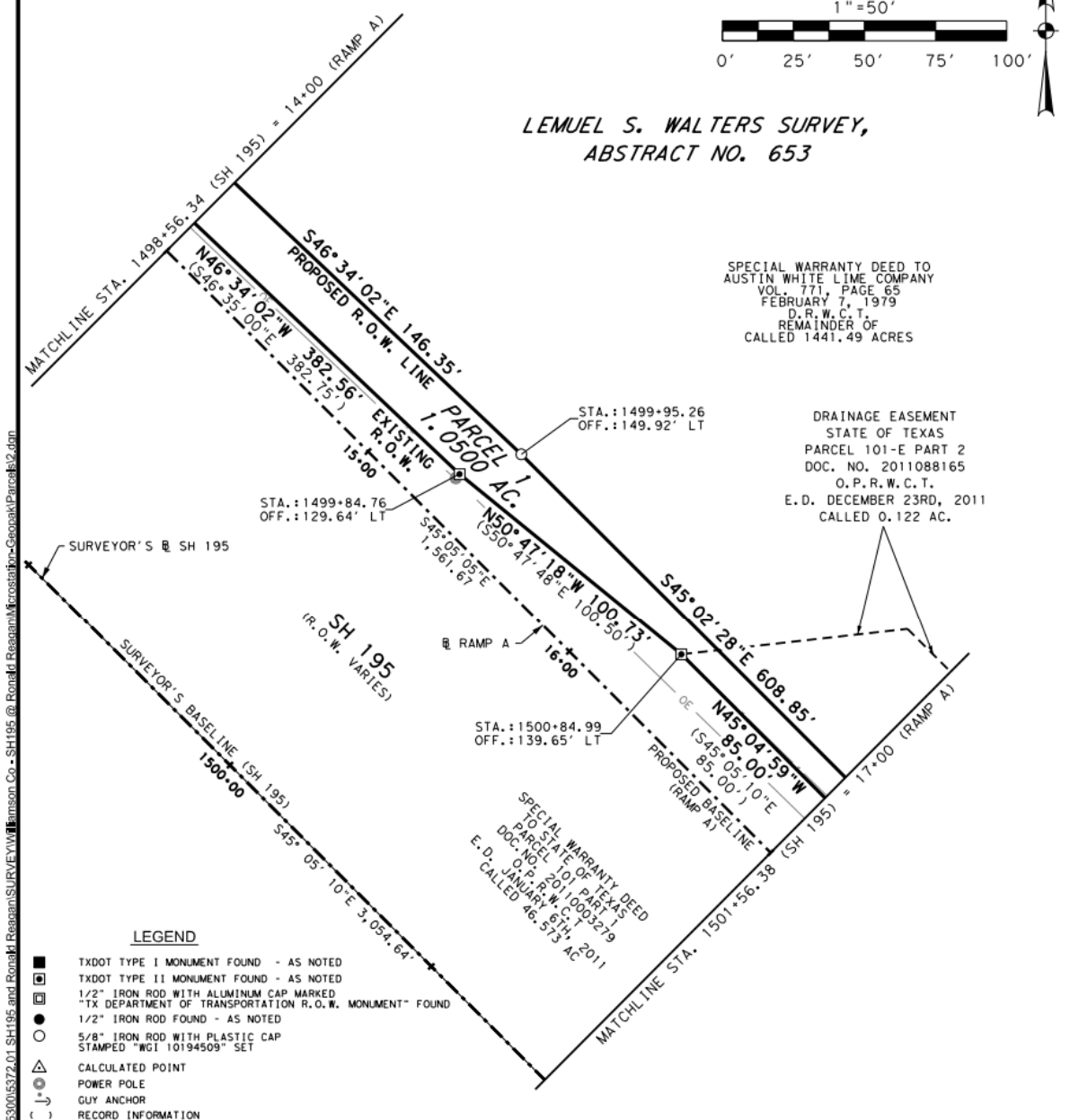
EXHIBIT "A"



LEMUEL S. WALTERS SURVEY,
ABSTRACT NO. 653

SPECIAL WARRANTY DEED TO
AUSTIN WHITE LIME COMPANY
VOL. 771, PAGE 65
FEBRUARY 7, 1979
D. R. W. C. T.
REMAINDER OF
CALLED 1441.49 ACRES

DRAINAGE EASEMENT
STATE OF TEXAS
PARCEL 101-E PART 2
DOC. NO. 2011088165
O. P. R. W. C. T.
E. D. DECEMBER 23RD, 2011
CALLED 0.122 AC.



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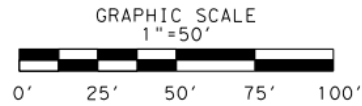
LEGEND

- TXDOT TYPE I MONUMENT FOUND - AS NOTED
- TXDOT TYPE II MONUMENT FOUND - AS NOTED
- ⊠ 1/2" IRON ROD WITH ALUMINUM CAP MARKED
"TX DEPARTMENT OF TRANSPORTATION R.O.W. MONUMENT" FOUND
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- 5/8" IRON ROD WITH PLASTIC CAP
STAMPED "WGI 10194509" SET
- △ CALCULATED POINT
- ⊙ POWER POLE
- GUY ANCHOR
- () RECORD INFORMATION

O. P. R. W. C. T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D. R. W. C. T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P. R. W. C. T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
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P. O. B. POINT OF BEGINNING
R. O. W. RIGHT-OF-WAY
PROPERTY LINE
OVERHEAD ELECTRIC
HIGH VOLTAGE TRANSMISSION LINE
WIRE FENCE

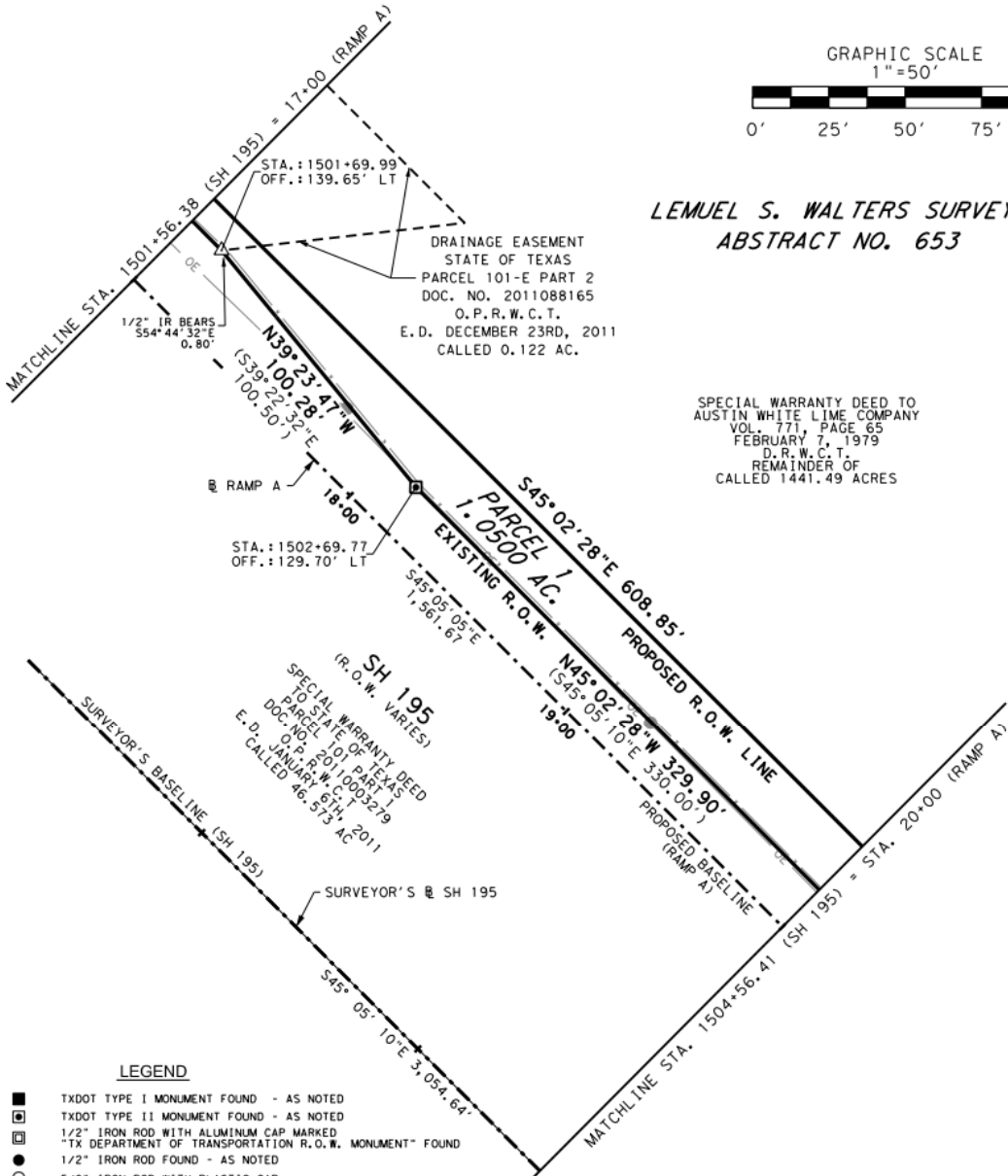
PARCEL PLAT SHOWING PARCEL 1						
SCALE	FED. RD. DIV. NO.	STATE	COUNTY		HIGHWAY NO.	
1" = 50'	-	TEXAS	WILLIAMSON		SH195	
DATE	STATE DISTRICT NO.	FEDERAL AID PROJECT NO.	CONTROL NO.	SECTION NO.	JOB NO.	PAGE NO.
7/18/23	-	-	-	-	-	2 OF 9

EXHIBIT "A"



LEMUEL S. WALTERS SURVEY,
ABSTRACT NO. 653

SPECIAL WARRANTY DEED TO
AUSTIN WHITE LIME COMPANY
VOL. 771, PAGE 65
FEBRUARY 7, 1979
D. R. W. C. T.
REMAINDER OF
CALLED 1441.49 ACRES



LEGEND

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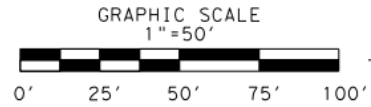


PARCEL PLAT SHOWING PARCEL 1

SCALE	FED. RD. DIV. NO.	STATE	COUNTY	HIGHWAY NO.		
1" = 50'	-	TEXAS	WILLIAMSON	SH195		
DATE	STATE DISTRICT NO.	FEDERAL AID PROJECT NO.	CONTROL NO.	SECTION NO.	JOB NO.	PAGE NO.
7/18/23	-	-	-	-	-	3 OF 9

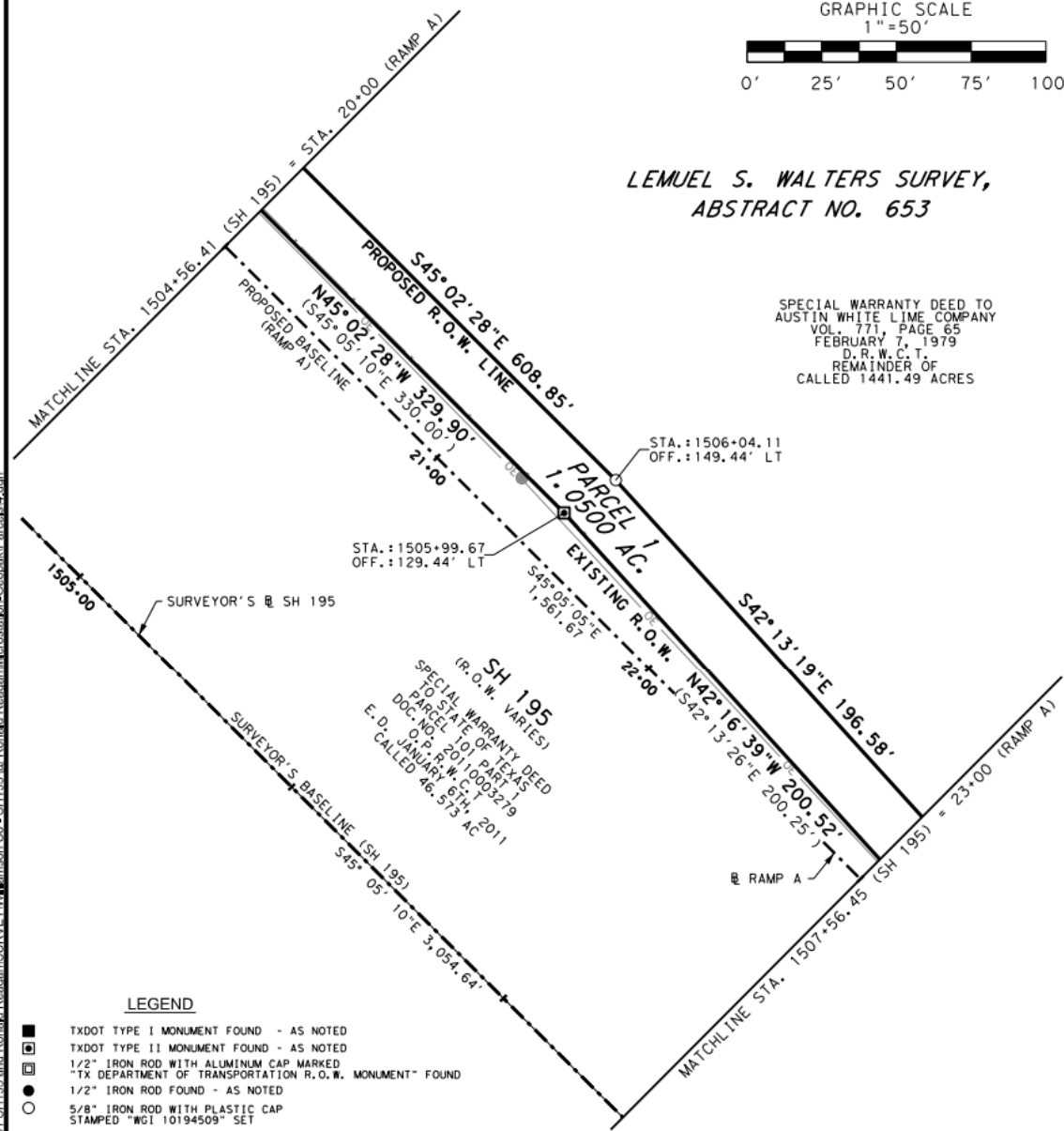
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EXHIBIT "A"



LEMUEL S. WALTERS SURVEY,
ABSTRACT NO. 653

SPECIAL WARRANTY DEED TO
AUSTIN WHITE LIME COMPANY
VOL. 771, PAGE 65
FEBRUARY 7, 1979
D. R. W. C. T.
REMAINDER OF
CALLED 1441.49 ACRES



SH 195
(R. O. W. VARIES)
SPECIAL WARRANTY DEED
TO STATE OF TEXAS
PARCEL 101 PARCELS
DOC. NO. 201,0003279
O.P.R.W.C.T.
JANUARY 6, 2011
E. D. CALLED 46.573 AC

LEGEND

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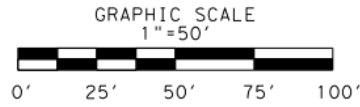
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PROPERTY LINE _____
OVERHEAD ELECTRIC _____ OE
HIGH VOLTAGE TRANSMISSION LINE _____ HV
WIRE FENCE * * * * *

WGI
WGI Inc. com
4700 Mueller Boulevard, Suite 300
Austin, TX 78723
Phone No. 512.669.5580
Survey Firm No. 10194509

PARCEL PLAT SHOWING PARCEL 1						
SCALE	FED. DIV. NO.	RD. NO.	STATE	COUNTY	HIGHWAY NO.	
1" = 50'	-	-	TEXAS	WILLIAMSON	SH195	
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7/18/23	-	-	-	-	-	4 OF 9

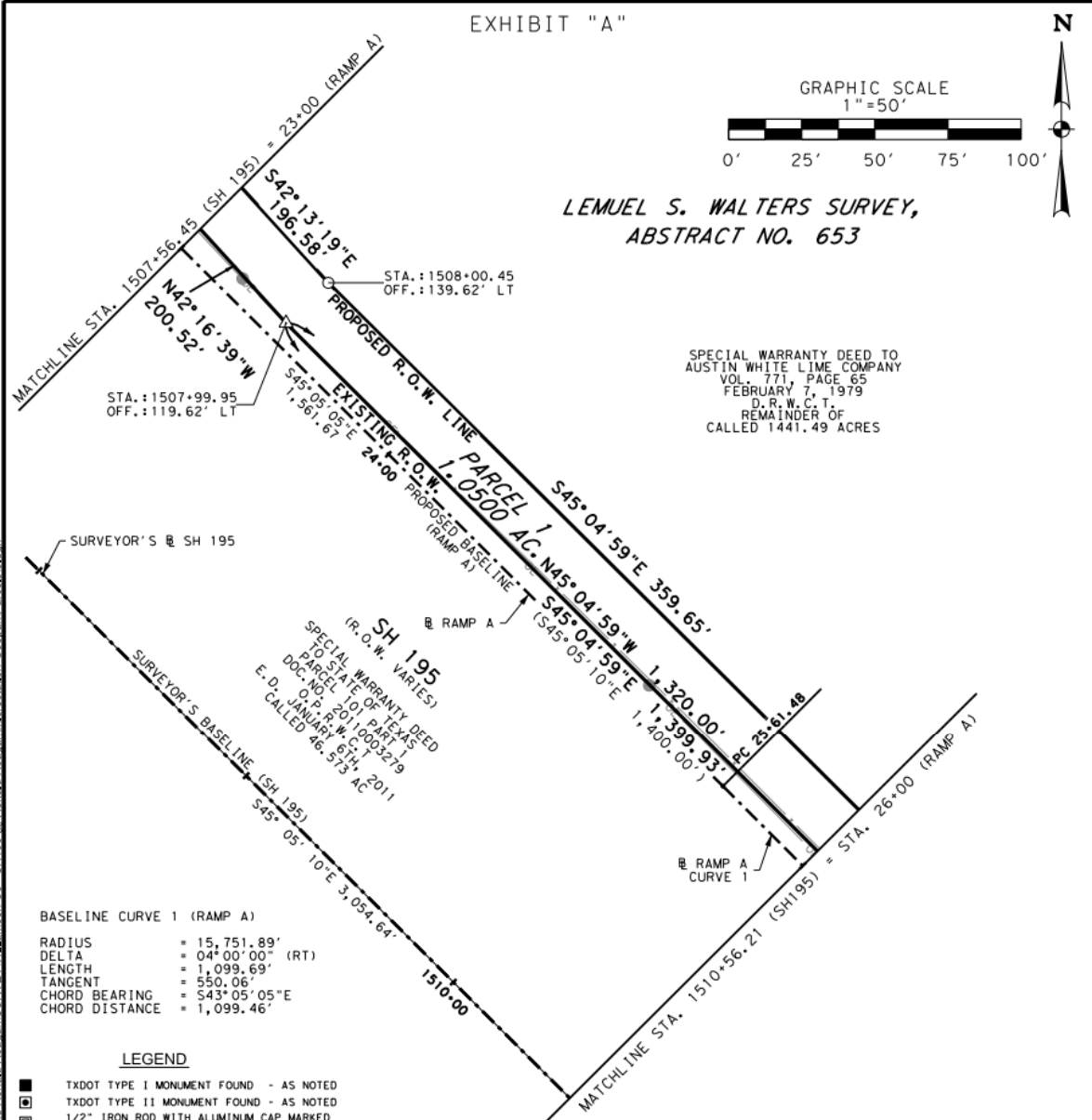
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AUSTIN WHITE LIME COMPANY
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D. R. W. C. T.
REMAINDER OF
CALLED 1441.49 ACRES



BASELINE CURVE 1 (RAMP A)
 RADIUS = 15,751.89'
 DELTA = 04°00'00" (RT)
 LENGTH = 1,099.69'
 TANGENT = 550.06'
 CHORD BEARING = S43°05'05"E
 CHORD DISTANCE = 1,099.46'

LEGEND

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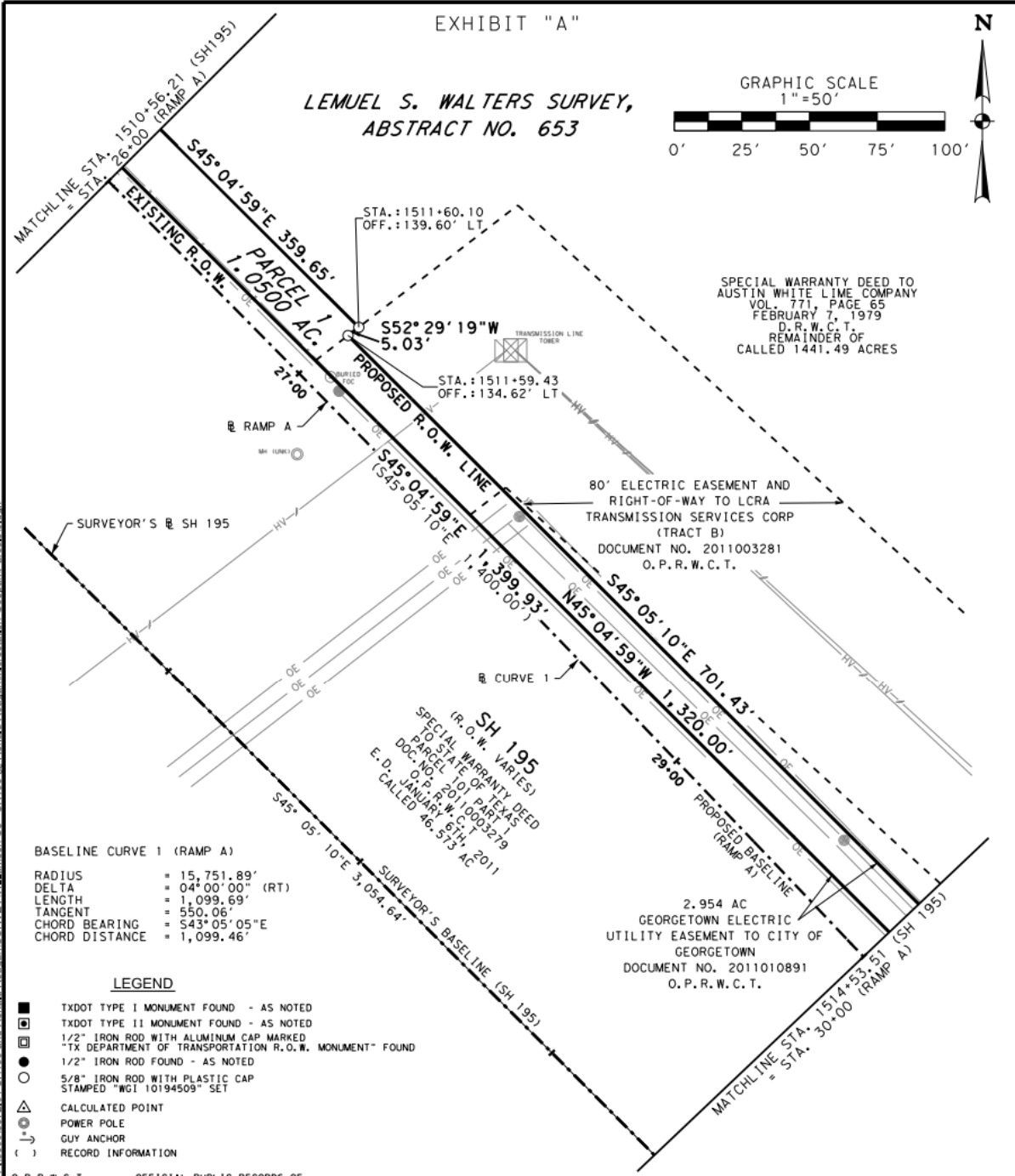
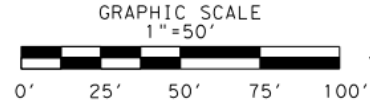
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EXHIBIT "A"

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ABSTRACT NO. 653



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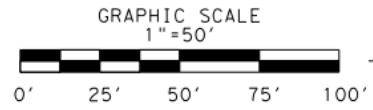
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EXHIBIT "A"

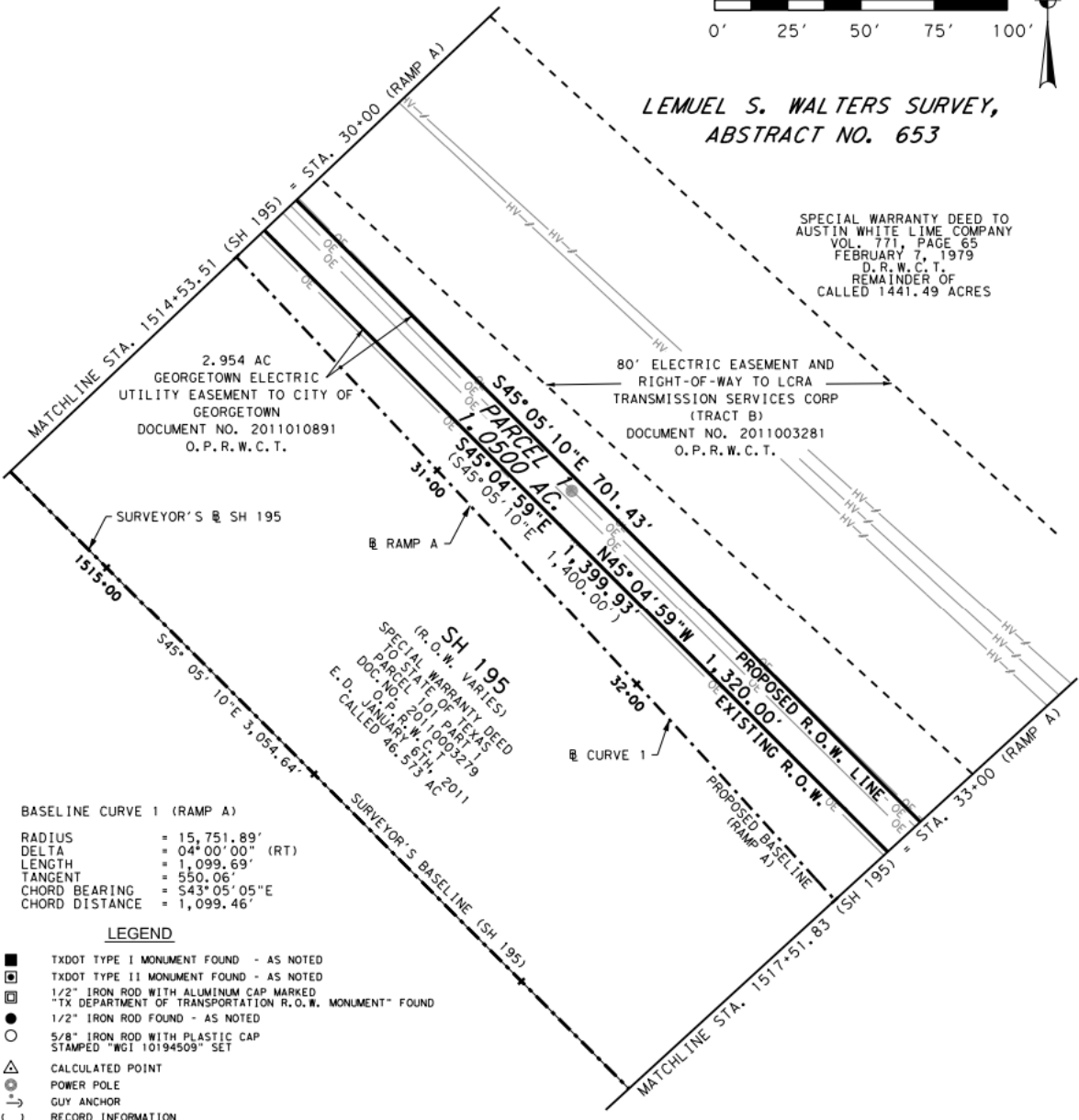


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SPECIAL WARRANTY DEED TO
AUSTIN WHITE LIME COMPANY
VOL. 771, PAGE 65
FEBRUARY 7, 1979
D. R. W. C. T.
REMAINDER OF
CALLED 1441.49 ACRES

2.954 AC
GEORGETOWN ELECTRIC
UTILITY EASEMENT TO CITY OF
GEORGETOWN
DOCUMENT NO. 2011010891
O. P. R. W. C. T.

80' ELECTRIC EASEMENT AND
RIGHT-OF-WAY TO LCRA
TRANSMISSION SERVICES CORP
(TRACT B)
DOCUMENT NO. 2011003281
O. P. R. W. C. T.



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PROPERTY LINE ———— R ————
OVERHEAD ELECTRIC ———— OE ————
HIGH VOLTAGE TRANSMISSION LINE ———— HV ————
WIRE FENCE * ———— * ————

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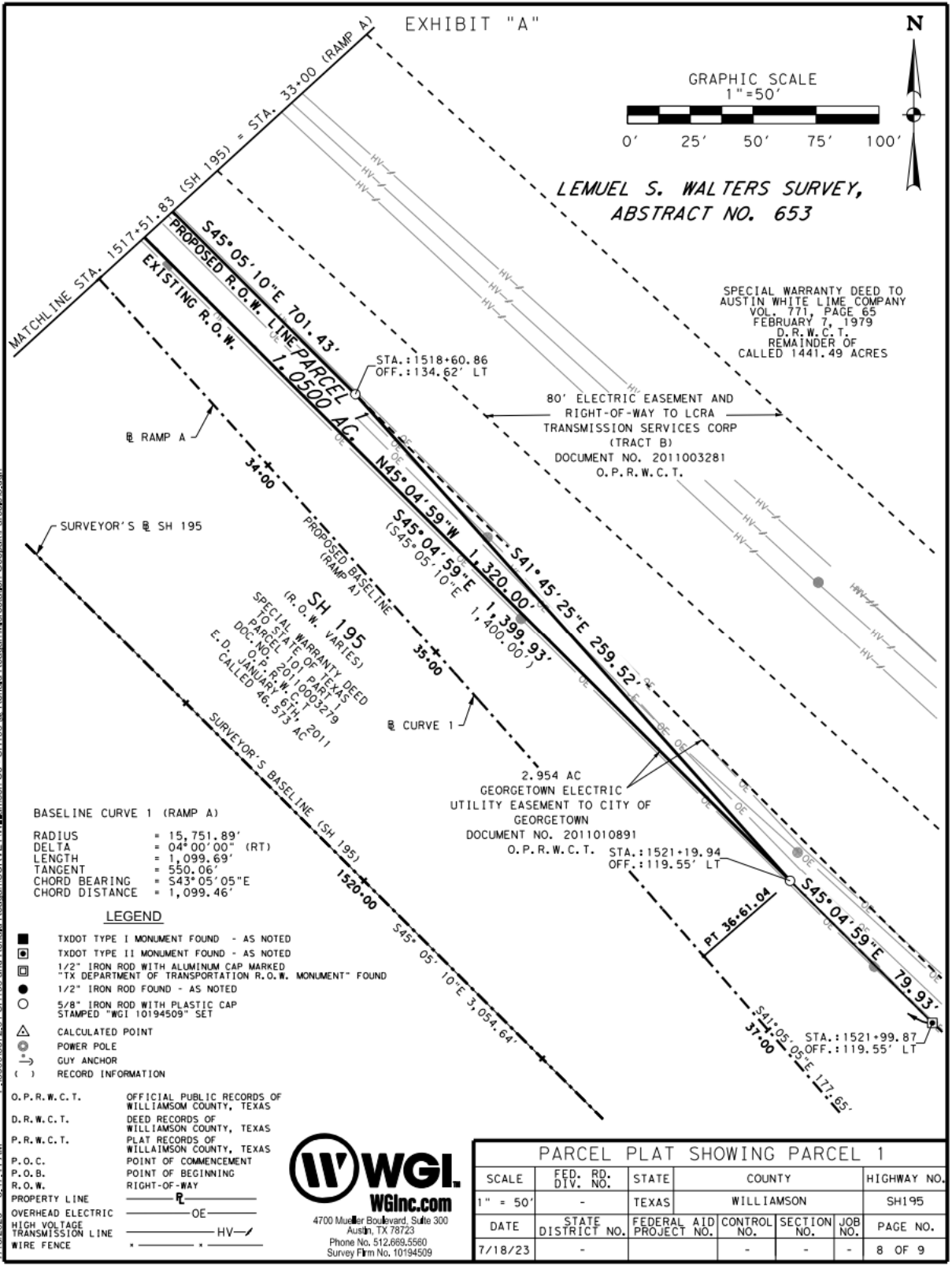
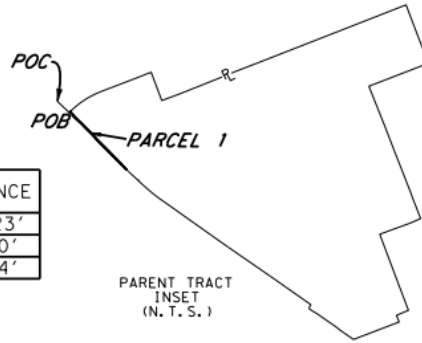


EXHIBIT "A"

PARENT TRACT ACREAGE	ACQUISITION	REMAINDER
REMAINDER OF CALLED 1,441.49 AC	FROM 1495+82.04 TO 1521+19.94 1.0500 AC. LT 45,737 SQ.FT.	--- AC. LT ---- SQ.FT.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	DISTANCE
C1	05° 33' 15" RT	2,984.79'	289.34'	S48° 16' 56"E	289.23'
C2	01° 18' 55" RT	2,739.79'	62.90'	N44° 34' 21"E	62.90'
C3	00° 24' 21" LT	2,984.79'	21.14'	N45° 19' 12"W	21.14'



NOTES

1. BASIS OF BEARINGS IS THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE 4203 (NAD83/2011) EPOCH 2010. ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.00012.
UNITS: U.S. SURVEY FEET.

2. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

Heritage Title Company of Austin, Inc.
CF No. 202203983
SCHEDULE B - ITEM 10

10a. The terms, conditions and stipulations of that certain Oil, Gas and/or Mineral Lease dated May 3, 1967, recorded in Volume 499, Page 242 of the Deed Records of Williamson County, Texas, executed by and between 4 T Ranches, Inc., as Lessor, and John E. Floyd, as Lessee. NOT A SURVEY MATTER.

10b. An undivided 1/16 interest in all oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded in Volume 721, Page 418 of the Deed Records of Williamson County, Texas. Said mineral estate not traced further herein. NOT A SURVEY MATTER.

10c. Waterline easement granted to Chisholm Trail Water Supply Corporation, by instrument dated February 25, 1980, recorded in Volume 790, Page 574 of the Deed Records of Williamson County, Texas. THIS EASEMENT MAY OR MAY NOT AFFECT PARCEL 1. THIS IS A BLANKET TYPE WATER LINE EASEMENT. EASEMENT IS LIMITED TO A STRIP 15 FEET IN WIDTH CENTERED AS INSTALLED.

10d. Potable water pipeline easement granted to Chisholm Trail Water Supply Corporation, by instrument dated August 13, 1984, recorded in Volume 1064, Page 510 of the Deed Records of Williamson County, Texas, as affected by Document No. 2014076202 of the Official Public Records of Williamson County, Texas. THIS EASEMENT MAY OR MAY NOT AFFECT PARCEL 1. THIS BLANKET TYPE WATER PIPELINE EASEMENT.

10e. Waterline easement granted to Chisholm Trail Water Supply Corporation, by instrument dated November 11, 1986, recorded in Volume 1503, Page 148 of the Deed Records of Williamson County, Texas. THIS EASEMENT MAY OR MAY NOT AFFECT PARCEL 1. THE EASEMENT ROUTE DESCRIPTION IS MISSING FROM DOCUMENT.

10f. Right of way and down guy easement granted to GTE Southwest, Inc., by instrument dated March 18, 1996, recorded under Document No. 9625801 of the Official Public Records of Williamson County, Texas. THIS EASEMENT DOES NOT AFFECT PARCEL 1

10g. Right of way and easement granted to Lower Colorado River Authority, by instrument dated January 27, 1998, recorded under Document No. 9804458, as affected by Document No. 9805364 of the Official Public Records of Williamson County, Texas. THIS EASEMENT DOES NOT AFFECT PARCEL 1

10h. Right of Entry Related to Glasscock to Andice Transmission Line Project easement granted to LCRA Transmission Services Corporation, by instrument dated October 4, 2005, recorded under Document No. 2005088455 of the Official Public Records of Williamson County, Texas. THIS EASEMENT MAY OR MAY NOT AFFECT PARCEL 1. THIS DOCUMENT CONTAINS INSUFFICIENT DATA TO LOCATE ADJUSTED ROUTE OF THE TRANSMISSION LINE.

10i. Electric transmission line(s) and/or distribution line(s) and communications line(s) and any appurtenances easement granted to LCRA Transmission Services Corporation, by instrument dated December 5, 2005, recorded under Document No. 2006003115 of the Official Public Records of Williamson County, Texas. THIS EASEMENT DOES NOT AFFECT PARCEL 1

10j. Utility easement granted to Pedernales Electric Cooperative, Inc., by instrument dated December 17, 2008, recorded under Document No. 2009021221 of the Official Public Records of Williamson County, Texas. THIS EASEMENT DOES NOT AFFECT PARCEL 1

10k. Right of way and easement granted to LCRA Transmission Services Corporation, by instrument dated January 6, 2011, recorded under Document No. 2011003281 of the Official Public Records of Williamson County, Texas. THIS EASEMENT AFFECTS PARCEL 1 AS SHOWN HEREON.

10l. Electric Utility easement granted to Pedernales Electric Cooperative, Inc., by instrument dated January 6, 2011, recorded under Document No. 2011003618 of the Official Public Records of Williamson County, Texas. THIS EASEMENT DOES NOT AFFECT PARCEL 1

10m. Georgetown Electric Utility easement granted to the City of Georgetown, by instrument dated January 10, 2011, recorded under Document No. 2011010891 of the Official Public Records of Williamson County, Texas. THIS EASEMENT AFFECTS PARCEL 1 AS SHOWN HEREON.

10n. Drainage easement granted to the State of Texas, by instrument dated December 23, 2011, recorded under Document No. 2011088165 of the Official Public Records of Williamson County, Texas. THIS EASEMENT AFFECTS PARCEL 1 AS SHOWN HEREON.

10o. Utility easement granted to Pedernales Electric Cooperative, Inc., by instrument dated March 27, 2012, recorded under Document No. 2012098372 of the Official Public Records of Williamson County, Texas. THIS EASEMENT MAY OR MAY NOT AFFECT PARCEL 1. THIS DOCUMENT CONTAINS INSUFFICIENT DATA TO LOCATE.

I, COLEEN M. JOHNSON, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND THE ACCOMPANYING DESCRIPTION OF EVEN DATE HERewith, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Coleen M. Johnson

COLEEN M. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4871

July 18, 2023

DATE



4700 Mueller Boulevard, Suite 300
Austin, TX 78723
Phone No. 512.669.5560
Survey Firm No. 10194509

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SCALE	FED. RD. DIV. NO.	STATE	COUNTY		HIGHWAY NO.	
1" = 50'	-	TEXAS	WILLIAMSON		SH195	
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7/18/23	-	-	-	-	-	9 OF 9

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EXHIBIT "B"
Form of Deed

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



DEED

TxDOT ROW CSJ: 0440-09-002
Highway: SH 195
TxDOT Parcel ID: 1

Grantor(s), whether one or more:

Austin White Lime Company, Ltd., a Texas limited partnership

Grantor's Mailing Address (including county):

PO Box 9556
Austin, Travis County, Texas 78766

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Right of Way Division
118 E. Riverside Dr.
Austin, Travis County, Texas 78704

Consideration:

{W1249808.3}

The sum of TWO HUNDRED ELEVEN THOUSAND THREE HUNDRED THIRTY and no/100 Dollars (\$211,330.00) to Grantor in hand paid, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain 1.0500 acre tract or parcel of land in Williamson County, Texas, situated in the Lemuel S. Walters Survey, Abstract No. 635, being more particularly described by metes and bounds in the attached **Exhibit A** (the "Property").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 2023, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY, INCLUDING THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE ITS PURCHASE OF THE PROPERTY. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND AGREES THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS, AND HEREBY ASSUMES THE RISK OF ANY

{W1249808.3}

ADVERSE MATTERS, INCLUDING ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT IT IS ACQUIRING THE PROPERTY ON AN **AS-IS, WHERE-IS AND WITH ALL FAULTS** BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE DISCLAIMS RELIANCE UPON, AND WAIVES AND RELINQUISHES ANY AND ALL RIGHTS AND PRIVILEGES ARISING OUT OF OR RELATING TO, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF ANY KIND OR NATURE, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HEREBY AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR:

AUSTIN WHITE LIME COMPANY, LTD., a Texas limited partnership

By: **ROBINSON FAMILY MANAGEMENT**, a Texas non-profit corporation, its General Partner

By: _____
Scott Bradley Robinson, President and Chief Executive Officer

[acknowledgment page follows]

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Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Scott Bradley Robinson, President and Chief Executive Officer of Robinson Family Management, a Texas non-profit corporation, general partner of Austin White Lime Company, Ltd., a Texas limited partnership, on behalf of said non-profit corporation and limited partnership.

(seal)

Notary Public, State of Texas

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AFTER RECORDING, RETURN TO:

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EXHIBIT "A"

[to be attached]

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