EXHIBIT
"A"

#### REAL ESTATE CONTRACT

RM 620 Right of Way—Parcel 1/1PUE

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ROBINSON LAND LIMITED PARTNERSHIP, a Texas limited partnership, GER LAND PARTNERSHIP, LTD., a Texas limited partnership, ROBINSON 1991 LAND LIMITED PARTNERSHIP, a Texas limited partnership, ROBINSON RANCH, a Texas general partnership, SCOTT BRADLEY ROBINSON, Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. One U/W/O A. H. Robinson, III, and Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. Two U/W/O A. H. Robinson, III, ALFRED HENRY ROBINSON, IV, Trustee of the Alfred Henry Robinson, IV, Exempt Appointment Trust No. One U/W/O A. H. Robinson, III, and Trustee of the Alfred Henry Robinson, IV, Exempt Appointment Trust No. Two U/W/O A. H. Robinson, III, FLORA LOUISE ROBINSON CROSSWELL, Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. One U/W/O A. H. Robinson, III, and Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. Two U/W/O A. H. Robinson, III, ELAINE ROBINSON BENTON, Trustee of the Elaine Robinson Benton Exempt Appointment Trust No. One U/W/O A. H. Robinson, III, and Trustee of the Elaine Robinson Benton Exempt Appointment Trust No. Two uwo A. H. Robinson, III, FLORA ROBINSON COSPER, Trustee of the Flora Robinson Cosper Exempt Lifetime Trust, U/W/O A. H. Robinson, Jr., and Co-Trustee of the Flora Robinson Cosper Lifetime Trust, AUSTIN TRUST COMPANY, Co-Trustee of the Flora Robinson Cosper Lifetime Trust, CARLA ROBINSON ALLEN, Trustee of the Carla Robinson Allen Exempt Lifetime Trust, U/W/O A. H. Robinson, Jr., and Co-Trustee of the Carla Robinson Allen Lifetime Trust, ANTON ALLEN, Co-Trustee of the Carla Robinson Allen Lifetime Trust, and J.P. MORGAN CHASE BANK, Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O A. H. Robinson, Jr., and sole Trustee of the Thomas Scott Robinson Lifetime Trust, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, 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 tract(s) of land described as follows:

All of that certain 0.158 acre (6,883 square foot) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said 0.158 acre parcel of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**); and

Public Utility Easement interest in and across all of that certain 0.123 acre (5,347 square foot) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said 0.123 acre tract of land being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 1PUE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", or bisected by the acquisition and not otherwise retained by Seller, 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 fee simple portion of the Property described in Exhibit "A", the acquisition of any improvements on the Property, and any damage to or cost to cure of the remaining property of Seller, shall be the sum of SIXTY-NINE THOUSAND FOUR HUNDRED FOURTEEN and 00/100 Dollars (\$69,414.00).
- 2.02. The Purchase Price for the public utility easement interest portion of the Property described in Exhibit "B" shall be the sum of TWELVE THOUSAND EIGHT HUNDRED NINETY-FOUR and 00/100 Dollars (\$12,894.00).

#### Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the Closing.

#### ARTICLE III PURCHASER'S OBLIGATIONS

#### Conditions to Purchaser's Obligations

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

#### **Miscellaneous Conditions**

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

# ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

- 4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:
- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;
  - 4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

#### ARTICLE V CLOSING

#### Closing Date

5.01. The Closing shall be held at the office of Heritage Title Company on or before September 15, 2018, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

#### Seller's Obligations at Closing

#### 5.02. At the Closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to the City of Round Rock a duly executed and acknowledged Public Utility Easement conveying such interest to all of the Property described in Exhibit "B", both free and clear of any and all liens and restrictions, except for the following:

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

The Deed to the State of Texas shall be in the form as shown in Exhibit "C" attached hereto. The Public Utility Easement to the City of Round Rock shall be in the form as shown in Exhibit "D" attached hereto.

- (2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
  - (a) The boundary and survey exceptions shall be deleted;
  - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
  - (3) Deliver to Purchaser possession of the Property.

#### Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
  - (a) Pay the cash portion of the Purchase Price.

#### **Prorations**

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

#### **Closing Costs**

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
  - (1) Owner's Title Policy and survey to be paid by Purchaser.
  - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
  - (3) All other closing costs shall be paid by Purchaser.
  - (4) Attorney's fees paid by each respectively.

#### ARTICLE VI BREACH BY SELLER

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

#### ARTICLE VII BREACH BY PURCHASER

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

#### ARTICLE VIII MISCELLANEOUS

#### **Notice**

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

#### Texas Law to Apply

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

#### Parties Bound

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

#### **Legal Construction**

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

#### Prior Agreements Superseded

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

#### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

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

#### Memorandum of Contract

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

#### Compliance

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

#### Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager'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.

[signature pages follow]

## **SELLER:**

## ROBINSON LAND LIMITED PARTNERSHIP, a Texas limited partnership

By:	ROBINSON ASSOCIATES, a Texas general partnership, its general partner
By:	JOR-ROBINSON ASSOCIATES, LLC, a Texas limited liability company, its general partner
Bv:	
John	n Oscar Robinson, Manager
Date:_	
Ву:	SBR-ROBINSON ASSOCIATES, LLC, a Texas limited liability company, its general partner
By:	ott Bradley Robinson, Manager
Date:_	
GER LAND	PARTNERSHIP, LTD., a Texas limited partnership
By:	GER Family LLC, a Texas limited liability company, its general partner
By:	ohn Oscar Robinson, Manager
Date:_	
By:	tricia Robinson Tyler, Manager
Date:	

## ROBINSON 1991 LAND LIMITED PARTNERSHIP, a Texas limited partnership

By:	
Jo	hn Oscar Robinson, General Partner
Date:	
By:	ott Bradley Robinson, General Partner
	——————————————————————————————————————
INSON	RANCH, a Texas general partnership
By:	SBR Ranch, Ltd., a Texas limited partnership
By:	SBR-Robinson Associates, LLC, a Texas limited liability company
	By: Scott Bradley Robinson, Manager  Its: General Partner  Date:
By:	AHR IV ELT Ranch, LLC, a Texas limited liability company
	By: Alfred Henry Robinson, IV, Manager
	Its: General Partner
	Date:

By:		FRC EAT1 Ranch, LLC, a Texas limited liability company
	By:	ora Louise Robinson Crosswell, Manager
	Its:	General Partner
	Date:_	
By:		FRC ELT Ranch, LLC, a Texas limited liability company
	By:	ora Louise Robinson Crosswell, Manager
	Its:	General Partner
	Date:_	
By:		Robinson Benton, LLC, a Texas limited liability company
	By:	aine Robinson Benton, Manager
	Its:	General Partner
	Date:	

	By:
	Title:
	Date:
Robin the Ti deceas	JPMorgan Chase Bank, N.A., Trustee of the Thomas Scott Robinson Exempt me Trust U/W/O A.H. Robinson, Jr., deceased, Trustee of the Thomas Scott son Non-Exempt Lifetime Trust u/w/o A.H. Robinson, Jr., deceased, and Trustee of homas Scott Robinson Exempt Lifetime Trust u/w/o Charlotte Dies Robinson, sed  signee of a partnership interest in Robinson Ranch, a Texas general partnership, and
	signee for the sole purpose of stating no objection to the General Partners' consent
By:	GER 1999 Limited Partnership, a Texas limited partnership
	By: G. E. Robinson, LLC, a Texas limited liability company
	By: John Oscar Robinson, Manager and President
	Its: General Partner
	Date:

JPMORGAN CHASE BANK, N.A.

By:

By:	Robinson Cosper, Ltd., a Texas limited partnership				
	By: Robinson Cosper Management, L.L.C., a Texas limited liability company				
	By: Flora Robinson Cosper, Manager				
	Its: General Partner				
	Date:				
Ву:	Robinson Allen, L.L.C., a Texas limited liability company				
	By: Carla Robinson Allen, Manager				
	Its: General Partner				
	Date:				
One U/W/O	ey Robinson, Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. A. H. Robinson, III, and Trustee of the Scott Bradley Robinson Exempt Appointment vo U/W/O A. H. Robinson, III				
Date:					

<b>Alfred Henry Robinson, IV</b> , Trustee of the Alfred Henry Robinson, IV, Exempt Appointmen Trust No. One U/W/O A. H. Robinson, III, and Trustee of the Alfred Henry Robinson, IV Exempt Appointment Trust No. Two U/W/O A. H. Robinson, III
Date:
Flora Louise Robinson Crosswell, Trustee of the Flora Louise Robinson Crosswell Exemp Appointment Trust No. One U/W/O A. H. Robinson, III, and Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. Two U/W/O A. H. Robinson, III
Date:
Elaine Robinson Benton, Trustee of the Elaine Robinson Benton Exempt Appointment Trust No One U/W/O A. H. Robinson, III, and Trustee of the Elaine Robinson Benton Exemp Appointment Trust No. Two uwo A. H. Robinson, III
Date:
Flora Robinson Cosper, Trustee of the Flora Robinson Cosper Exempt Lifetime Trust, U/W/O A. H. Robinson, Jr., and Co-Trustee of the Flora Robinson Cosper Lifetime Trust
Date:

L. Tom Sliger, Sr. Vice President, Austin Trust Company, Co-Trustee of the Flora Robinson Cosper Lifetime Trust
Date:
Carla Robinson Allen, Trustee of the Carla Robinson Allen Exempt Lifetime Trust,
U/W/O A. H. Robinson, Jr., and Co-Trustee of the Carla Robinson Allen Lifetime Trust
Date:
Anton Allen, Co-Trustee of the Carla Robinson Allen Lifetime Trust
Date:
, <b>J. P. Morgan Chase Bank</b> , Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O A. H. Robinson, Jr., and sole Trustee of the Thomas Scott Robinson Lifetime Trust
Date:

PURCHASER:	
CITY OF ROUND ROCK, TEXAS	
By: Craig Morgan, Mayor	Address: 221 East Main St. Round Rock, Texas 78664
Date:	

## $_{\text{EXHIBIT}}A$

County: Highway: Williamson R. M. 620

Limits:

Deepwood Dr. to IH 35

CSJ:

0683-01-092

## PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 0.158 ACRE (6,883 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF THAT CALLED 18.904 ACRE TRACT (TRACT 5 EXHIBIT A-9) AS DESCRIBED IN DOCUMENT NO. 2002071335 OF THE OFFICIAL PUBLIC RECORDS OF WILLIMSON COUNTY, TEXAS AND CONVEYED TO A.H. ROBINSON, ET AL BY INSTRUMENTS RECORDED IN VOLUME 1996, PAGE 197, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND SAID DOCUMENT NO. 2002071335, SAID 0.158 ACRE (6,883 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a capped ½" iron rod found, 84.74 feet left of proposed Ranch to Market (R.M.) 620 baseline station 460+04.96, in the easterly boundary line of that 1.363 acre tract of land conveyed to the City of Round Rock, Texas, by instrument recorded in Document No. 2010030110 of the Official Public Records of Williamson County, Texas, also known as Deepwood Drive Extension, Future Arterial C, being the westerly boundary line of the remainder of said 18.904 acre tract;

THENCE, with the common boundary line of said 1.363 acre tract and said remainder of the 18.904 acre tract, S 54°28'18" E for a distance of 9.92 feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 79.00 feet left of proposed R.M. 620 baseline station 460+12.76, being the curving northerly proposed right-of-way (ROW) line of R.M. 620 (ROW width varies), for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

**THENCE**, departing the easterly boundary line of said 1.363 acre tract, with said proposed ROW line, through the interior of said remainder of the 18.904 acre tract, the following four (4) courses:

- 1) Along a curve to the right, having a delta angle of **08°07'54"**, a radius of **2,279.00** feet, an arc length of **323.44** feet, and a chord which bears **S 85°37'39"** E for a distance of **323.17** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 79.00 feet left of proposed R.M. 620 baseline station 463+25.00, for a point of non-tangency of the herein described parcel;
- 2) N 85°44'11" E for a distance of 26.62 feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 85.00 feet left of proposed R.M. 620 baseline station 463+50.00, for a point of curvature to the right;
- 3) Along said curve to the right, having a delta angle of 03°17'45", a radius of 2,285.00 feet, an arc length of 131.44 feet, and a chord which bears S 79°15'45" E for a distance of 131.43 feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 85.00 feet left of proposed R.M. 620 baseline station 464+76.55, for a point of tangency of the herein described parcel;

4) **S 77°36'53" E** for a distance of **26.19** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 85.00 feet left of proposed R.M. 620 baseline station 465+02.74, being the existing northerly ROW line of R.M. 620 (ROW width varies), same being the southerly boundary line of said remainder of the 18.904 acre tract, for the most easterly corner of the herein described parcel;

**THENCE**, departing said proposed ROW line, with said existing northerly ROW line, same being said southerly boundary line of the remainder of the 18.904 acre tract, the following two (2) courses:

- 5) S 88°25'12" W for a distance of 84.15 feet to a TxDOT Type I concrete monument found for a point of curvature to the left of the herein described parcel;
- 6) Along said curve to the left, having a delta angle of 09°50'42", a radius of 2,351.83 feet, an arc length of 404.11 feet, and a chord which bears N 83°59'26" W for a distance of 403.61 feet to a capped ½" iron rod found, being in the common boundary line of said 1.363 acre tract and said remainder of the 18.904 acre tract, for the most southwesterly corner of the herein described parcel;
- 7) THENCE, departing said existing northerly ROW line of R.M. 620, with said common boundary line, N 54°28'18" W for a distance of 22.08 feet to the POINT OF BEGINNING, containing 0.158 acres (6,883 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

0000

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is 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.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

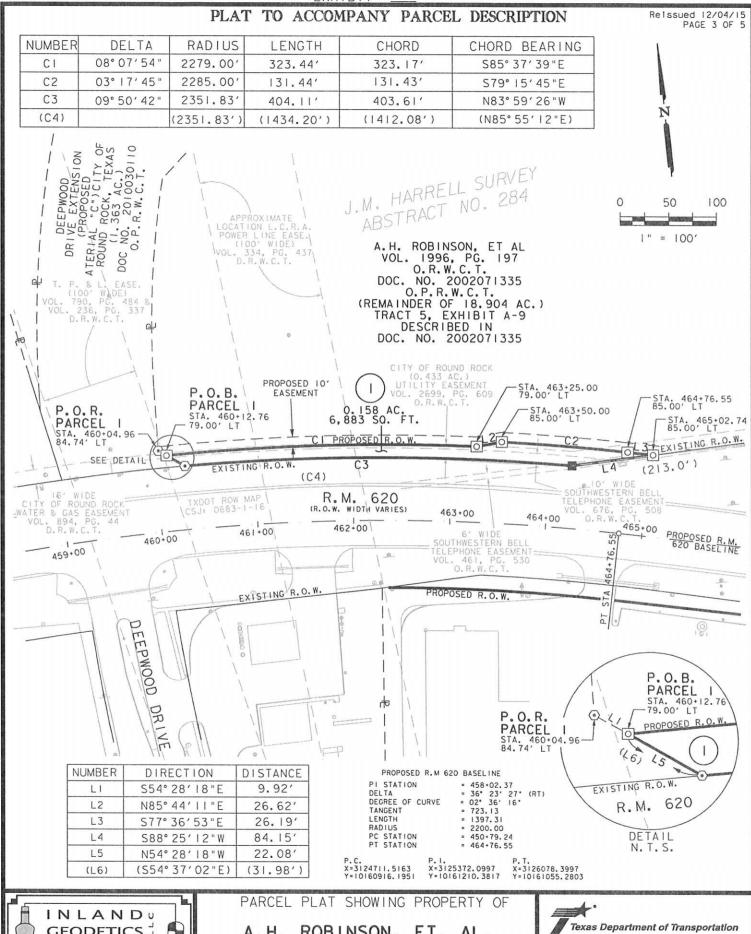
Inland Geodetics, LLC

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681

Data





GEODETICS 3 PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251

FIRM REGISTRATION: 100591-00

ROBINSON. ET. A.H.

SCALE CSJ # **PROJECT** COUNTY 0683-01-092 1" = 100 RM 620 WILLIAMSON



PARCEL I

#### LEGEND

TXDOT TYPE I CONCRETE MONUMENT FOUND

1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT

TXDOT TYPE II CONCRETE MONUMENT FOUND 0

1/2" IRON ROD FOUND UNLESS NOTED

• 1/2" IRON ROD FOUND W/PLASTIC CAP

COTTON GIN SPINDLE FOUND

X X CUT FOUND

 $\blacksquare$ 60/D NAIL FOUND

CALCULATED POINT Λ

1/2 " IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)

Q CENTER LINE

PROPERTY LINE (

) RECORD INFORMATION

LINE BREAK LAND HOOK

P.O.B. POINT OF BEGINNING P.O.R. POINT OF REFERENCE

N.T.S. NOT TO SCALE

D.R.W.C.T. DEED RECORDS

WILLIAMSON COUNTY, TEXAS

O. R. W. C. T. OFFICIAL RECORDS

WILLIAMSON COUNTY. TEXAS OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXA O. P. R. W. C. T.

TEXAS

PLAT RECORDS P. R. W. C. T.

WILLIAMSON COUNTY, TEXAS

I) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 9691-14-1011, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARAY 15, 2014, ISSUE DATE JANUARY 24, 2014.

- IOC. AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 233, PAGE 459, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
  - D. AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 233, PAGE 450, AND VOLUME 235, PAGE 58, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
  - E. AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 234, PAGE 135, DOES NOT AFFECT AND VOLUME 236, PAGE 337, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
  - F. AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 281, PAGE 491, DOES NOT AFFECT AND VOLUME 282, PAGE 409, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
  - AN EASEMENT GRANTED TO LCRA, BY INSTRUMENT IN VOLUME 334, PAGE 433, DOES NOT AFFECT AND VOLUME 334, PAGE 437, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
  - A TELECOMMUNICATION SYSTEMS AND LINES EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENT IN VOLUME 461, PAGE 530, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS
  - I. AN UNDERGROUND TELECOMMUNICATION SYSTEMS AND LINE EASEMENTS GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENT IN VOLUME 676, PAGE PAGE 508, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
  - J. AN ELECTRIC AND TELEPHONE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 790, PAGE 484, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
  - A WATER, SEWER AND GAS EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 894, PAGE 44, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.
  - A WATER, SEWER AND GAS EASEMENT GRANTED TO CITY OF ROUND ROCK, BY OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT. BY INSTRUMENT IN VOLUME 894, PAGE 56,
  - M. A WATER, SEWER AND GAS EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 894, PAGE OF THE DEED RECORDS OF WILLIAMSON COUNTY, DOES NOT AFFECT, AS AMENDED BY RELEASE IN DOCUMENT NO. 2005077775, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT. PAGE 60,
  - N. AN ELECTRIC AND TELEPHONE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 900, PAGE 876, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

INLAND GEODETICS 3 PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION: 100591-00

PARCEL PLAT SHOWING PROPERTY OF

A.H. ROBINSON. ET. AL.

CSJ # SCALE 0683-01-092 1" = 100'

**PROJECT** RM 620

COUNTY WILLIAMSON Texas Department of Transportation

#### PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued 12/04/15 PAGE 5 OF 5

- O. AN EASEMENT AND AGREEMENT BY AND BETWEEN TEXAS POWER & LIGHT COMPANY AND THE CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 926, PAGE 347, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- P. AN ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 1430, PAGE 80, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- O. A UTILITY EASEMENT GRANTED TO THE CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 2699, PAGE 609, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- R. AN UNDERGROUND TELECOMMUNICATION SYSTEMS AND LINES EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENT IN VOLUME 2721, PAGE 20, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- S. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THAT CERTAIN JOINT ACCESS DRIVEWAY EASEMENT BY INSTRUMENT IN DOCUMENT NO. 2006081807, AS AMENDED IN DOCUMENT NO. 2008082002, AND AS AFFECTED BY COMPLETION AGREEMENT JOINT ACCESS DRIVEWAY AGREEMENT, IN DOCUMENT NO. 2011033284, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- T. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THAT CERTAIN POST CLOSING AGREEMENT IN DOCUMENT NO. 2006081806, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- U. A WASTEWATER LINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK BY INSTRUMENT IN DOCUMENT NO. 2011054043, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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

M. STEPHEN TRUESDALE REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00

FIRM REGISTRATION NO. 100591-00 1504 CHISHOLM TRAIL ROAD, SUITE 103 ROUND ROCK, TX 78681 M. STEPHEN TRUE

M. STEPHEN TRUE

4933

DATE:

M. STEPHEN TRUESDALE D

	ACRES	SQUARE FEET
ACQUISITION	0.158	6,883
CALC/DEED AREA	7.217	314,373
REMAINDER AREA	7.059	307, 490

FROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681

PH. (512) 238-1200, FAX (512) 238-1251

FIRM REGISTRATION: 100591-00

PARCEL PLAT SHOWING PROPERTY OF

A.H. ROBINSON, ET. AL.



PARCEL I

## $_{\text{EXHIBIT}}\underline{B}$

County:

Williamson

Parcel:

1-E

Highway:

R. M. 620

#### PROPERTY DESCRIPTION FOR PARCEL 1-E

DESCRIPTION OF A 0.123 ACRE (5,347 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF THAT CALLED 18.904 ACRE TRACT (TRACT 5 EXHIBIT A-9) AS DESCRIBED IN DOCUMENT NO. 2002071335 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND CONVEYED TO A.H. ROBINSON, ET AL BY INSTRUMENTS RECORDED IN VOLUME 1996, PAGE 197, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND SAID DOCUMENT NO. 2002071335, SAID 0.123 ACRE (5,347 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 79.00 feet left of proposed R.M. 620 baseline station 460+12.76, being the curving northerly proposed right-of-way (ROW) line of R.M. 620 (ROW width varies), being the easterly boundary line of that 1.363 acre tract of land conveyed to the City of Round Rock, Texas, by instrument recorded in Document No. 2010030110 of the Official Public Records of Williamson County, Texas, also known as Deepwood Drive Extension, Future Arterial C, same being the westerly boundary line of the remainder of said 18.904 acre tract, and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed ROW line, with the common boundary line of said 1.363 acre tract and said remainder of the 18.904 acre tract, **N 54°28'18" W** for a distance of **9.92** feet to a capped ½" iron rod found, for an angle point of the herein described tract:
- 2) THENCE, continuing with said common boundary line, N 02°15'29" E for a distance of 4.27 feet to a calculated point, for the northwesterly corner of the herein described tract:

**THENCE**, departing the easterly boundary line of said 1.363 acre tract, through the interior of said remainder of the 18.904 acre tract, the following four (4) courses:

- 3) Along a curve to the right, having a delta angle of **08°18'11"**, a radius of **2,289.00** feet, an arc length of **331.71** feet, and a chord which bears **S 85°44'28"** E for a distance of **331.42** feet to a calculated point, for a point of non-tangency of the herein described tract;
- 4) N 85°44'11" E for a distance of 26.67 feet to a calculated point, for a point of curvature to the right;
- 5) Along said curve to the right, having a delta angle of 03°19'31", a radius of 2,295.00 feet, an arc length of 133.19 feet, and a chord which bears S 79°16'38" E for a distance of 133.17 feet to a calculated point, for a point of tangency of the herein described tract;
- 6) S 77°36'53" E for a distance of 66.40 feet to a calculated point, being the existing northerly ROW line of R.M. 620 (ROW width varies), same being the southerly boundary line of said remainder of the 18.904 acre tract, for the most easterly corner of the herein described tract;
- 7) **THENCE**, with said existing northerly ROW line of R.M. 620, same being said southerly boundary line of the 18.904 acre tract, **S 88°25'12"** W for a distance of **41.44** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 85.00 feet left of proposed R.M. 620 baseline station 465+02.74, being said proposed northerly ROW line, for the most southeasterly corner of the herein described tract;

Parcel 1-E Page 2 of 5

THENCE, departing said existing northerly ROW line, with said proposed ROW line, through the interior of said remainder of the 18.904 acre tract, the following four (4) courses:

- 8) N 77°36'53" W for a distance of 26.19 feet to a 1/2" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 85.00 feet left of proposed R.M. 620 baseline station 464+76.55, for a point of curvature to the left of the herein described tract;
- 9) Along said curve to the left having a delta angle of 03°17'45", a radius of 2.285.00 feet, an arc length of 131.44 feet, and a chord which bears N 79°15'45" W for a distance of 131.43 feet, to a 1/2" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 85.00 feet left of proposed R.M. 620 baseline station 463+50.00 for a point of non-tangency of the herein described tract;
- 10) S 85°44'11" W for a distance of 26.62 feet to a 1/2" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 79.00 feet left of proposed R.M. 620 baseline station 463+25.00, for a point of curvature to the left:
- 11) Along said curve to the left, having a delta angle of 08°07'54", a radius of 2,279.00 feet, an arc length of 323.44 feet, and a chord which bears N 85°37'39" W for a distance of 323.17 feet to the POINT OF BEGINNING, containing 0.123 acres (5,347 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is 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.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

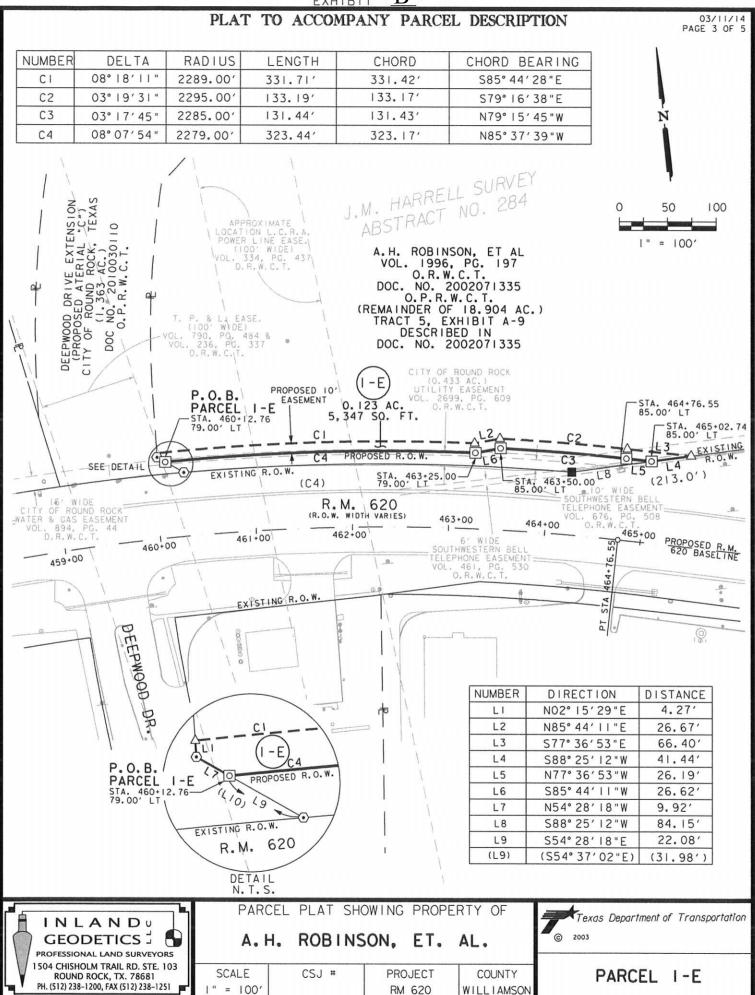
Licensed State Land Surveyor

Inland Geodetics, LLC

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681





#### PLAT TO ACCOMPANY PARCEL DESCRIPTION

03/11/14

#### LEGEND

TXDOT TYPE I CONCRETE MONUMENT FOUND

1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT

TXDOT TYPE II CONCRETE MONUMENT FOUND .

1/2" IRON ROD FOUND UNLESS NOTED

0 1/2" IRON ROD FOUND W/PLASTIC CAP

COTTON GIN SPINDLE FOUND

X CUT FOUND

60/D NAIL FOUND

CALCULATED POINT

1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)

Œ CENTER LINE P PROPERTY LINE

) RECORD INFORMATION

LINE BREAK LAND HOOK

(

P.O.B. POINT OF BEGINNING

P.O.R. POINT OF REFERENCE

N.T.S. NOT TO SCALE D.R.W.C.T. DEED RECORDS

WILLIAMSON COUNTY, TEXAS

OFFICIAL RECORDS

O. R. W. C. T. WILLIAMSON COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS O. P. R. W. C. T. WILLIAMSON COUNTY. TEXAS

PLAT RECORDS P. R. W. C. T.

WILLIAMSON COUNTY, TEXAS

I) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 9691-14-1011, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARAY 15, 2014, ISSUE DATE JANUARY 24, 2014.

- IOC. AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 233, PAGE 459, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
  - D. AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 233, PAGE 450, AND VOLUME 235, PAGE 58, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
  - AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 234, PAGE 135, DOES NOT AFFECT AND VOLUME 236, PAGE 337, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
  - F. AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 281, PAGE 491, DOES NOT AFFECT AND VOLUME 282, PAGE 409, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
  - G. AN EASEMENT GRANTED TO LCRA, BY INSTRUMENT IN VOLUME 334, PAGE 433, D PAGE 437, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN. PAGE 433, DOES NOT AFFECT AND VOLUME 334,
  - H. A TELECOMMUNICATION SYSTEMS AND LINES EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENT IN VOLUME 461, PAGE 530, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS
  - AN UNDERGROUND TELECOMMUNICATION SYSTEMS AND LINE EASEMENTS GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENT IN VOLUME 676, PAGE PAGE 508, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
  - AN ELECTRIC AND TELEPHONE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 790, PAGE 484, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
  - A WATER, SEWER AND GAS EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 894, PAGE 44, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.
  - A WATER, SEWER AND GAS EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 894, PAGE 56, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
  - M. A WATER, SEWER AND GAS EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 894, PAGE OF THE DEED RECORDS OF WILLIAMSON COUNTY, DOES NOT AFFECT, AS AMENDED BY RELEASE IN DOCUMENT NO. 2005077775, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT. PAGE 60.
  - N. AN ELECTRIC AND TELEPHONE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 900, PAGE 876, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

INLANDO GEODETICS 3 PROFESSIONAL LAND SURVEYORS 504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681

PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

A.H. ROBINSON, ET. AL.

SCALE

CSJ # PROJECT COUNTY 1" = 100' RM 620 WILLIAMSON

Texas Department of Transportation 0 2003

PARCEL I-E

#### PLAT TO ACCOMPANY PARCEL DESCRIPTION

PAGE 5 OF 5

- O. AN EASEMENT AND AGREEMENT BY AND BETWEEN TEXAS POWER & LIGHT COMPANY AND THE CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 926, PAGE 347, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- AN ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 1430, PAGE 80, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- A UTILITY EASEMENT GRANTED TO THE CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 2699, PAGE 609, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- AN UNDERGROUND TELECOMMUNICATION SYSTEMS AND LINES EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENT IN VOLUME 2721, PAGE 20, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THAT CERTAIN JOINT ACCESS DRIVEWAY EASEMENT BY INSTRUMENT IN DOCUMENT NO. 2006081807, AS AMENDED IN DOCUMENT NO. 2008082002, AND AS AFFECTED BY COMPLETION AGREEMENT JOINT ACCESS DRIVEWAY AGREEMENT, IN DOCUMENT NO. 2011033284, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THAT CERTAIN POST CLOSING AGREEMENT IN DOCUMENT NO. 2006081806, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- U. A WASTEWATER LINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK BY INSTRUMENT IN DOCUMENT NO. 2011054043, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION

DATE:

STEPHEN TRUESDALE REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

LICENSED STATE LAND SURVEYOR

INLAND GEODETICS, LLC FIRM REGISTRATION NO. 100591-00 1504 CHISHOLM TRAIL ROAD, SUITE 103 ROUND ROCK, TX 78681

PARCEL PLAT SHOWING PROPERTY OF

A.H. ROBINSON, ET. AL.

COUNTY

0 2003

PARCEL I-E

Texas Department of Transportation

INLANDO GEODETICS 3 PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251

CSJ # SCALE " = 100'

**PROJECT** RM 620

WILLIAMSON

## EXHIBIT "C"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed in the public records: your Social Security Number or your Driver's License Number.



#### DEED

RM 620 Right of Way

**TxDOT ROW CSJ:** 0683-01-092

**TxDOT Parcel No.:** 1

Grantor(s), whether one or more: ROBINSON LAND LIMITED PARTNERSHIP, a Texas limited partnership, GER LAND PARTNERSHIP, LTD., a Texas limited partnership, ROBINSON 1991 LAND LIMITED PARTNERSHIP, a Texas limited partnership, ROBINSON RANCH, a Texas general partnership, SCOTT BRADLEY ROBINSON, Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. One U/W/O A. H. Robinson, III, and Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. Two U/W/O A. H. Robinson, III, ALFRED HENRY ROBINSON, IV, Trustee of the Alfred Henry Robinson, IV, Exempt Appointment Trust No. One U/W/O A. H. Robinson, III, and Trustee of the Alfred Henry Robinson, IV, Exempt Appointment Trust No. Two U/W/O A. H. Robinson, III, FLORA LOUISE ROBINSON CROSSWELL, Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. One U/W/O A. H. Robinson, III, and Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. Two U/W/O A. H. Robinson, III, ELAINE ROBINSON BENTON, Trustee of the Elaine Robinson Benton Exempt Appointment Trust No. One U/W/O A. H. Robinson, III, and Trustee of the Elaine Robinson Benton Exempt Appointment Trust No. Two uwo A. H. Robinson, III, FLORA ROBINSON COSPER, Trustee of the Flora Robinson Cosper Exempt Lifetime Trust, U/W/O A. H. Robinson, Jr., and Co-Trustee of the Flora Robinson Cosper Lifetime Trust, AUSTIN TRUST COMPANY, Co-Trustee of the Flora Robinson Cosper Lifetime Trust, CARLA ROBINSON ALLEN, Trustee of the Carla Robinson Allen Exempt Lifetime Trust, U/W/O A. H. Robinson, Jr., and Co-Trustee of the Carla Robinson Allen Lifetime Trust, ANTON ALLEN, Co-Trustee of the Carla Robinson Allen Lifetime Trust, and J.P. MORGAN CHASE BANK, Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O A. H. Robinson, Jr., and sole Trustee of the Thomas Scott Robinson Lifetime Trust

#### **Grantor's Mailing Address (including county):**

P.O. Box 9556 Austin, Texas 78766 Travis, County

**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,

Form ROW-N-14 (Rev. 07/13) Page 2 of 20

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):**

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

#### **Consideration:**

The sum of Sixty-Nine Thousand Four Hundred Fourteen and no/100 Dollars (\$69,414.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

#### **Property:**

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described 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, 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

Form ROW-N-14 (Rev. 07/13) Page 3 of 20

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.

**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 anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, 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 the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

This Deed is being delivered in lieu of condemnation.

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

[signature pages follow]

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## **ROBINSON LAND LIMITED PARTNERSHIP**, a Texas limited partnership

	By:		<b>ROBINSON ASSOCIATES</b> , a Texas general partner its general partner		
		By:	JOR-ROBINSON ASSOCIATES, LLC, a limited liability company, its general partner	Texas	
			Rv		
			By:		
			Date:		
		By:	SBR-ROBINSON ASSOCIATES, LLC, a limited liability company, its general partner	Texas	
			By:		
			Date:		
STATE OF TEXAS	§				
COUNTY OF TRAVIS	§ § §				
oy John Oscar Robinson, Manag general partner of Robinson Ass	ger of JOR sociates, a mited par	t-Robins Texas g	e me on the day of, son Associates, LLC, a Texas limited liability com- general partnership, general partner of Robinson o, on behalf of said limited liability company, g	ipany, Land	
			Notary Public, State of Texas		
STATE OF TEXAS	§ §				
COUNTY OF TRAVIS	§ §				
by Scott Bradley Robinson, M Company, general partner of F	Ianager o Robinson ership, a T	f SBR- Associa Γexas li	Robinson Associates, LLC, a Texas limited listes, a Texas general partnership, general partnership, on behalf of said limited list	ner of	
			Notary Public, State of Texas		

Form ROW-N-14 (Rev. 07/13) Page 5 of 20

# **GER LAND PARTNERSHIP, LTD.**, a Texas limited partnership

	By:	GER Family LLC, a Texas limited liability company, its general partner
		By: John Oscar Robinson, Manager
		Date:
		By: Patricia Robinson Tyler, Manager
		Date:
STATE OF TEXAS	§	
COUNTY OF TRAVIS	§ § §	
This instrument was acknow John Oscar Robinson, Manager of Coff GER Land Partnership, Ltd., a Teand limited partnership.	vledged befor ER Family Ll exas limited p	e me on the day of, 2018, by LC, a Texas limited liability company, General Partner artnership, on behalf of said limited liability company
		Notary Public, State of Texas
STATE OF TEXAS	§	
COUNTY OF TRAVIS	§ § §	
by Patricia Robinson Tyler, Manage	er of GER Fa	e me on the day of, 2018, mily LLC, a Texas limited liability company, General limited partnership, on behalf of said limited liability
		Notary Public, State of Texas

Form ROW-N-14 (Rev. 07/13) Page 6 of 20

## **ROBINSON 1991 LAND LIMITED PARTNERSHIP**, a Texas limited partnership

John Oscar Robinson, General Partner By:\_\_\_\_\_\_\_Scott Bradley Robinson, General Partner STATE OF TEXAS **COUNTY OF TRAVIS** This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_\_, 2018, by John Oscar Robinson, general partner of Robinson 1991 Land Limited Partnership, a Texas limited partnership on behalf of said limited partnership. **Notary Public, State of Texas** STATE OF TEXAS **COUNTY OF TRAVIS** This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_\_, 2018, by Scott Bradley Oscar Robinson, general partner of Robinson 1991 Land Limited Partnership, a Texas limited partnership on behalf of said limited partnership.

**Notary Public, State of Texas** 

Form ROW-N-14 (Rev. 07/13) Page 7 of 20

#### ROBINSON RANCH, a Texas general partnership

By:	SBR Ranch, LTD., a Texas limited partnership,
	By: SBR-Robinson Associates, LLC, a Texas limited liability company
	By:
	By:
	Its: General Partner
	Date:
By:	AHR IV ELT Ranch, LLC, a Texas limited liability company
	By:
	Its: General Partner
	Date:
By:	FRC EAT1 Ranch LLC, a Texas limited liability company
	By:
	<b>Flora Louise Robinson Crosswell</b> , Manager
	Its: General Partner
	Date:
By:	FRC ELT Ranch LLC, a Texas limited liability company
	By: Flora Louise Robinson Crosswell, Manager
	Its: General Partner
	Date:

Form ROW-N-14 (Rev. 07/13) Page 8 of 20

By:

	comp	any
	By:	Claine Robinson Benton, Manager
	Its:	General Partner
	Date:	
By:	JPM	ORGAN CHASE BANK, N.A.
By:		
Title:		
Robin decease Lifetin of the	son Ex sed, Tru me Trus Thom	Chase Bank, N.A., Trustee of the Thomas Scott tempt Lifetime Trust U/W/O A.H. Robinson, Jr., astee of the Thomas Scott Robinson Non-Exempt at U/W/O A.H. Robinson, Jr., deceased, and Trustee as Scott Robinson Exempt Lifetime Trust U/W/O s Robinson, deceased
gener	al partn	of a partnership interest in Robinson Ranch, a Texastership, and signing as Assignee for the sole purpose objection to the General Partners' consent
Date:		<u> </u>
By: partne		1999 Limited Partnership, a Texas limited
	By:	G. E. Robinson, LLC, a Texas limited liability company
		By:
	Its:	General Partner
	Date:	

ROBINSON BENTON LLC, a Texas limited liability

Form ROW-N-14 (Rev. 07/13) Page 9 of 20

		compa	ny
		By:	arla Robinson Allen, Manager
			General Partner
		Date:_	
	By:	Robin	son Cosper, Ltd., a Texas limited partnership
		By:	<b>Robinson Cosper Management, L.L.C.,</b> a Texas limited liability company
			By: Flora Robinson Cosper, Manager
		Its:	General Partner
		Date:_	
STATE OF TEXAS	§		
COUNTY OF TRAVIS	§		
the General Partner of SBR Ranch,	SBR-R Ltd., a	obinsoi Texas	me on the day of, 2018, by n Associates, LLC, a Texas limited liability company, limited partnership, a General Partner of Robinson id limited liability company, limited partnership and
		Notary	Public, State of Texas
STATE OF TEXAS	S		
	§		
COUNTY OF TRAVIS	§		
Alfred Henry Robinson, IV, as Mana	ger of A	HR IV	me on the day of, 2018, by ELT Ranch LLC, a Texas limited liability company, a teral partnership, on behalf of said limited liability
		Notary	Public, State of Texas

By:

Robinson Allen, L.L.C., a Texas limited liability

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STATE OF TEXAS	§		
COUNTY OF TRAVIS	§		
by Flora Louise Robinson Cro company, a General Partner of EAT1 Ranch LLC, a Texas lim	osswell, as M Robinson R iited liability	pefore me on the day of, 2 anager of FRC ELT Ranch LLC, a Texas limited liable anch, a Texas general partnership, and as Manager of company, a General Partner of Robinson Ranch, a I diability companies and general partnership.	bility f FRC
		Notary Public, State of Texas	
STATE OF TEXAS	§		
COUNTY OF TRAVIS	§		
by Elaine Robinson Benton, as	Manager of I Ranch, a Tex	Defore me on the day of	any, a
STATE OF TEXAS	§		
COUNTY OF TRAVIS  This instrument was ac	§ knowledged l	pefore me on the day of	2018.
Bank, N.A., Trustee of the Thor Trustee of the Thomas Scott deceased, and Trustee of the T	mas Scott Ro Robinson N Thomas Scot gnee of a pa	before me on the day of, for JPMorgan Community of JP	n, Jr., ı, Jr., Dies
		Notary Public, State of Texas	

Form ROW-N-14 (Rev. 07/13) Page 11 of 20

STATE OF TEXAS	§	
COUNTY OF TRAVIS	<b>§</b>	
by John Oscar Robinson, M company, the General Partner	anager and of GER 199 a Texas gen	d before me on the day of, 2018, President of G.E. Robinson, LLC, a Texas limited liability 9 Limited Partnership, a Texas limited partnership, a General eral partnership, on behalf of said limited liability company, ip.
		Notary Public, State of Texas
STATE OF TEXAS	§	
COUNTY OF TRAVIS	\$ §	
This instrument was a by Carla Robinson Allen, Ma General Partner of Robinson company and general partners	Ranch, a T	d before me on the day of, 2018, obinson Allen, L.L.C., a Texas limited liability company, a Texas general partnership, on behalf of said limited liability
		Notary Public, State of Texas
STATE OF TEXAS	§	
COUNTY OF TRAVIS	§	
company, General Partner of	anager of Re Robinson C neral partn	d before me on the day of, 2018, obinson Cosper Management, L.L.C., a Texas limited liability osper, Ltd., a Texas limited partnership, a General Partner of ership, on behalf of said limited liability company, limited
		Notary Public, State of Texas

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		Scott Bradley Robinson, Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. One U/W/O A.H. Robinson, III, and Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. 2 U/W/O A.H. Robinson, III
		Date:
STATE OF TEXAS	§	
COUNTY OF TRAVIS	§ § §	
by Scott Bradley Robinson, T	rustee of the nd Trustee o	ed before me on the day of, 20, e Scott Bradley Robinson Exempt Appointment Trust No. One of the Scott Bradley Robinson Exempt Appointment Trust No. of said trusts.
	1	Notary Public, State of Texas

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		Alfred Henry Robinson, IV, Trustee of the Alfred Henry Robinson, IV Exempt Appointment Trust No. One U/W/O A.H. Robinson, III, and Trustee of the Alfred Henry Robinson, IV, Exempt Appointment Trust No. 2 U/W/O A.H. Robinson, III
		Date:
STATE OF TEXAS	§ § §	
COUNTY OF TRAVIS	§ §	
Alfred Henry Robinson, IV, T	rustee of the III and Trus	I before me on the day of, 2018, by e Alfred Henry Robinson, IV Exempt Appointment Trust No. stee of the Alfred Henry Robinson, IV Exempt Appointment on behalf of said trusts.
	N	Totary Public, State of Texas

Form ROW-N-14 (Rev. 07/13) Page 14 of 20

		Flora Louise Robinson Crosswell, Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. One U/W/O A.H. Robinson, III, and Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. Two U/W/O A.H. Robinson, III
		Date:
CITATED OF TEXAS	0	
STATE OF TEXAS	§ § §	
COUNTY OF TRAVIS	§	
Flora Louise Robinson Cross Trust No. One U/W/O A.H.	well, Trustee Robinson, III	before me on the day of, 2018, by of the Flora Louise Robinson Crosswell Exempt Appointment and Trustee of the Flora Louise Robinson Crosswell Exempt Robinson, III on behalf of said trusts.
	N	otary Public, State of Texas

Form ROW-N-14 (Rev. 07/13) Page 15 of 20

	Elaine Robinson Benton, Trustee of the Elaine Robinson Benton Exempt Appointment Trust No. One U/W/O A.H. Robinson, III, and Trustee of the Elaine Robinson Benton Exempt Appointment Trust No. Two U/W/O A.H. Robinson, III
	Date:
STATE OF TEXAS	§ § §
COUNTY OF TRAVIS	§ §
Elaine Robinson Benton, Trustee of	edged before me on the day of, 2018, by the Elaine Robinson Benton Exempt Appointment Trust No. One stee of the Elaine Robinson Benton Exempt Appointment Trust No. ehalf of said trusts.
	Notary Public, State of Texas

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	Flora Robinson Cosper, Trustee of the Flora Robinson Cosper Exempt Lifetime Trust, U/W/O A.H. Robinson, Jr. and Co-Trustee of the Flora Robinson Cosper Lifetime Trust
	Date:
STATE OF TEXAS §  S COUNTY OF TRAVIS §	
COUNTY OF TRAVIS §	
by Flora Robinson Cosper, Trustee of the	before me on the day of, 2018, Flora Robinson Cosper Exempt Lifetime Trust, U/W/O A.H. Robinson Cosper Lifetime Trust, on behalf of said trusts.
No	otary Public, State of Texas

Form ROW-N-14 (Rev. 07/13) Page 17 of 20

	<b>L. Tom Sliger</b> , CTRA, Vice President of Austin Trust Company, Co-Trustee of the Flora Robinson Cosper Lifetime Trust
STATE OF TEXAS	§ § §
COUNTY OF TRAVIS	§
	wledged before me on the day of, 2018, esident of Austin Trust Company, Co-Trustee of the Flora Robinson said trusts.
	Notary Public, State of Texas

Form ROW-N-14 (Rev. 07/13) Page 18 of 20

	Carla Robinson Allen, Trustee of the Carla Robinson Allen Exempt Lifetime Trust, U/W/O A.H. Robinson, Jr. and Co Trustee of the Carla Robinson Allen Lifetime Trust
	Date:
STATE OF TEXAS	§ § §
COUNTY OF TRAVIS	§
by Carla Robinson Allen, Ti	cknowledged before me on the day of, 2018 ustee of the Carla Robinson Allen Exempt Lifetime Trust, U/W/O A.H of the Carla Robinson Allen Lifetime Trust, on behalf of said trusts.
	Notary Public, State of Texas

Form ROW-N-14 (Rev. 07/13) Page 19 of 20

	Anton Allen, Co-Trustee of the Carla Ro Lifetime Trust	binson Allen
	Date:	
STATE OF TEXAS	§	
COUNTY OF TRAVIS	§ § §	
	acknowledged before me on the day of The Carla Robinson Allen Lifetime Trust on behalf of said tru	
	Notary Public, State of Texas	

Form ROW-N-14 (Rev. 07/13) Page 20 of 20

	Chase Bank, N.A., Trustee of the Thomas Scott Robinson
	Exempt Lifetime Trust U/W/O A.H. Robinson, Jr. and sole
	Trustee of the Thomas Scott Robinson Lifetime Trust
	Date:
§	
§	
§	
G	
acknowledged	before me on the day of, 2018, by
8	, JPMorgan Chase Bank, N.A., Trustee of the Thomas
ime Trust U/V	W/O A.H. Robinson, Jr. and sole Trustee of the Thomas Scott
$\overline{\overline{\mathbf{N}}}$	otary Public, State of Texas
t	ime Trust U/V behalf of said

## EXHIBIT "D"

#### **PUBLIC UTILITY EASEMENT**

THE STATE OF TEXAS	§	
	<b>§</b>	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	8	

That ROBINSON LAND LIMITED PARTNERSHIP, a Texas limited partnership, GER LAND PARTNERSHIP, LTD., a Texas limited partnership, ROBINSON 1991 LAND LIMITED PARTNERSHIP, a Texas limited partnership, ROBINSON RANCH, a Texas general partnership, SCOTT BRADLEY ROBINSON, Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. One U/W/O A. H. Robinson, III, and Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. Two U/W/O A. H. Robinson, III, ALFRED HENRY ROBINSON, IV, Trustee of the Alfred Henry Robinson, IV, Exempt Appointment Trust No. One U/W/O A. H. Robinson, III, and Trustee of the Alfred Henry Robinson, IV, Exempt Appointment Trust No. Two U/W/O A. H. Robinson, III, FLORA LOUISE ROBINSON CROSSWELL, Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. One U/W/O A. H. Robinson, III, and Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. Two U/W/O A. H. Robinson, III, ELAINE ROBINSON BENTON, Trustee of the Elaine Robinson Benton Exempt Appointment Trust No. One U/W/O A. H. Robinson, III, and Trustee of the Elaine Robinson Benton Exempt Appointment Trust No. Two uwo A. H. Robinson, III, FLORA ROBINSON COSPER, Trustee of the Flora Robinson Cosper Exempt Lifetime Trust, U/W/O A. H. Robinson, Jr., and Co-Trustee of the Flora Robinson Cosper Lifetime Trust, AUSTIN TRUST COMPANY, Co-Trustee of the Flora Robinson Cosper Lifetime Trust, CARLA ROBINSON ALLEN, Trustee of the Carla Robinson Allen Exempt Lifetime Trust, U/W/O A. H. Robinson, Jr., and Co-Trustee of the Carla Robinson Allen Lifetime Trust, ANTON ALLEN, Co-Trustee of the Carla Robinson Allen Lifetime Trust, and J.P. MORGAN CHASE BANK, Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O A. H. Robinson, Jr., and sole Trustee of the Thomas Scott Robinson Lifetime Trust, whose current address is P.O. Box 9556, Austin, Texas 78766, and their successors and assigns, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the CITY OF ROUND ROCK, TEXAS, a municipal corporation situated in the County of Williamson and State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a perpetual public utility easement and right-of-way in, upon, over, under, above and across the following described property (the "Property"), to-wit:

All of that certain 0.123 acre (5,347 SF) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284; and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (Parcel 1PUE).

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of public utilities, to-wit: electric transmission and distribution lines, telecommunication and cable television lines, water lines, natural gas lines, wastewater lines, sanitary sewer lines, connecting lines, access facilities and related equipment, stormwater lines, drainage systems and structures, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, storm sewers and collection facilities, drainage pipes and all other subsurface drainage structures, and any necessary accessories, or operations.

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

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantor in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities thereon.

Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement, including the right to build and use the surface of the easement for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the easement any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the facilities. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the Easement; provided, however, before constructing any improvements, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the easement.

Grantee shall have the additional right to temporarily enter upon the remaining property of Grantor if necessary for removing portions of any improvements which are bisected by the acquisition of the Property or otherwise acquired or damaged by Grantee, and for cutting any additional bisected or damaged improvements which are retained by Grantor at the line of bisection or as closely as possible thereto in order to maintain the structural integrity of the remaining improvement, and for no other purpose.

#### Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the easement;
- (b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's private roads or lanes on the lands;
- (c) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

It is understood and agreed that any and all equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

Grantor hereby dedicates the easement as a public utility easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantor does hereby bind itself, its successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Round Rock, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS	WHEREOF, Grantor has caused this instrument to be executed on this the	
day of the month of	, 2018.	

[signature pages follow]

	Texas	limited	partnership
	By:		INSON ASSOCIATES, a Texas general ership, its general partner
		By:	JOR-ROBINSON ASSOCIATES, LLC, a Texas limited liability company, its general partner
			By:
			Date:
		By:	SBR-ROBINSON ASSOCIATES, LLC, a Texas limited liability company, its general partner
			By:
			Date:
STATE OF TEXAS	§		
COUNTY OF TRAVIS	§ § §		
liability company, general partner o	f Robir Partne	nson As: rship, a	me on the day of, R-Robinson Associates, LLC, a Texas limited sociates, a Texas general partnership, general Texas limited partnership, on behalf of said limited partnership.
			Notary Public, State of Texas
STATE OF TEXAS	§ §		
COUNTY OF TRAVIS	§		
liability company, general partner o	Aanage f Robir Partne	er of SB nson As rship, a	R-Robinson Associates, LLC, a Texas limited sociates, a Texas general partnership, general Texas limited partnership, on behalf of said
			Notary Public, State of Texas

ROBINSON LAND LIMITED PARTNERSHIP, a

# **GER LAND PARTNERSHIP, LTD.**, a Texas limited partnership

	By:	GER Family LLC, a Texas limited liability company, its general partner
		Rv·
		By: John Oscar Robinson, Manager
		Date:
		By: Patricia Robinson Tyler, Manager
		Date:
STATE OF TEXAS §		
STATE OF TEXAS §  S COUNTY OF TRAVIS §		
This instrument was acknowledge by John Oscar Robinson, Manager of GEI Partner of GER Land Partnership, Ltd., liability company and limited partnership	a Texas li	te on the day of, 2018, LC, a Texas limited liability company, General mited partnership, on behalf of said limited
		Notary Public, State of Texas
STATE OF TEXAS §		
STATE OF TEXAS §  S  COUNTY OF TRAVIS §		
	er of GER I lip, Ltd., a	ne on the day of, Family LLC, a Texas limited liability company, Texas limited partnership, on behalf of said
		Notary Public, State of Texas

## **ROBINSON 1991 LAND LIMITED PARTNERSHIP**, a Texas limited partnership

		By:
		By: John Oscar Robinson, General Partner
		Date:
		By: Scott Bradley Robinson, General Partner
		Scott Bradley Robinson, General Partner
		Date:
STATE OF TEXAS	§	
COUNTY OF TRAVIS	§ § §	
This instrument was acknown 2018, by John Oscar Robinson, go Texas limited partnership on behavior	owledged general pa alf of said	l before me on the day of, artner of Robinson 1991 Land Limited Partnership, a l limited partnership.
		Notary Public, State of Texas
STATE OF TEXAS	§	
COUNTY OF TRAVIS	§ § §	
2018, by Scott Bradley Oscar 1	Robinson	d before me on the day of, n, general partner of Robinson 1991 Land Limited n behalf of said limited partnership.
		Notary Public, State of Texas

### **ROBINSON RANCH**, a Texas general partnership

Ву:	<b>SBR Ranch, LTD.</b> , a Texas limited partnership,
	By: SBR-Robinson Associates, LLC, a Texas limited liability company
	By:
	Scott Bradiey Robinson, Manager
	Its: General Partner
	Date:
By:	<b>AHR IV ELT Ranch, LLC,</b> a Texas limited liability company
	By:
	Its: General Partner
	Date:
By:	FRC EAT1 Ranch LLC, a Texas limited liability company
	By:
	By:
	Its: General Partner
	Date:
By:	FRC ELT Ranch LLC, a Texas limited liability company
	By:
	Its: General Partner
	Date:

By:		INSON BENTON LLC, a Texas limited ty company
	By:	Elaine Robinson Benton, Manager
	Its:	General Partner
	Date:	
By:	JPM(	ORGAN CHASE BANK, N.A.
Ву:		
Title:		
Scott Robin Robin Robin Robin As As Texas sole p	Robinnson, Jason, Jason, Jason, de ssignee of general burpose ent	Chase Bank, N.A., Trustee of the Thomas son Exempt Lifetime Trust U/W/O A.H. r., deceased, Trustee of the Thomas Scott Ion-Exempt Lifetime Trust U/W/O A.H. r., deceased, and Trustee of the Thomas Scott tempt Lifetime Trust U/W/O Charlotte Dies becased  of a partnership interest in Robinson Ranch, a all partnership, and signing as Assignee for the of stating no objection to the General Partners'
By: partn	<b>GER</b> ership	<b>1999 Limited Partnership</b> , a Texas limited
	By:	G. E. Robinson, LLC, a Texas limited liability company
		By:
		<b>John Oscar Robinson</b> , Manager and President
	Its:	General Partner
	Date:	

	By:	<b>Robinson Allen, L.L.C.</b> , a Texas limited liability company		
		By:		
		By:		
		Its: General Partner		
		Date:		
	Ву:	<b>Robinson Cosper, Ltd.</b> , a Texas limited partnership		
		By: <b>Robinson Cosper Management, L.L.C.,</b> a Texas limited liability company		
		By:		
		Flora Robinson Cosper, Manager		
		Its: General Partner		
		Date:		
STATE OF TEXAS	§			
COUNTY OF TRAVIS	§			
liability company, the Genera	l Partner of S a Texas gei	d before me on the day of, er of SBR-Robinson Associates, LLC, a Texas limited BR Ranch, Ltd., a Texas limited partnership, a General neral partnership, on behalf of said limited liability partnership.		
		Notary Public, State of Texas		
STATE OF TEXAS	§			
COUNTY OF TRAVIS	§			
2018, by Alfred Henry Robir	nson, IV, as N Partner of Ro	d before me on the day of, Manager of AHR IV ELT Ranch LLC, a Texas limited bbinson Ranch, a Texas general partnership, on behalf d general partnership.		
		Notary Public, State of Texas		

STATE OF TEXAS	§	
COUNTY OF TRAVIS	§	
2018, by Flora Louise Robins liability company, a General Manager of FRC EAT1 Rand	son Crosswel Partner of I ch LLC, a T	d before me on the day of, l, as Manager of FRC ELT Ranch LLC, a Texas limited Robinson Ranch, a Texas general partnership, and as exas limited liability company, a General Partner of ship, on behalf of said limited liability companies and
		Notary Public, State of Texas
STATE OF TEXAS	§	
COUNTY OF TRAVIS	§	
	of Robinson	ager of Robinson Benton, LLC, a Texas limited liability Ranch, a Texas general partnership, on behalf of said mership.  Notary Public, State of Texas
STATE OF TEXAS	§	
COUNTY OF TRAVIS	§	
2018, by JPMorgan Chase Bank, N.A U/W/O A. H. Robinson, Jr., U/W/O A. H. Robinson, Jr. Lifetime Trust U/W/O Charl	., Trustee of Trustee of th , deceased, otte Dies Rol	d before me on the day of, of the Thomas Scott Robinson Exempt Lifetime Trust the Thomas Scott Robinson Non-Exempt Lifetime Trust and Trustee of the Thomas Scott Robinson Exempt binson, deceased, as Assignee of a partnership interest ership, on behalf of said Trusts.
		Notary Public, State of Texas

STATE OF TEXAS	§	
COUNTY OF TRAVIS	§	
2018, by John Oscar Robins liability company, the Gene	on, Manager a eral Partner o er of Robinson	before me on the day of, and President of G.E. Robinson, LLC, a Texas limited of GER 1999 Limited Partnership, a Texas limited a Ranch, a Texas general partnership, on behalf of said hip and general partnership.
		Notary Public, State of Texas
STATE OF TEXAS	§	
COUNTY OF TRAVIS	s §	
2018, by Carla Robinson A	llen, Manager of Robinson	before me on the day of, of Robinson Allen, L.L.C., a Texas limited liability Ranch, a Texas general partnership, on behalf of said nership.
		Notary Public, State of Texas
STATE OF TEXAS	§	
COUNTY OF TRAVIS	§	
limited liability company, Ge	osper, Manage eneral Partner son Ranch, a	er of Robinson Cosper Management, L.L.C., a Texas of Robinson Cosper, Ltd., a Texas limited partnership, Texas general partnership, on behalf of said limited

		Scott Bradley Robinson, Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. One U/W/O A.H. Robinson, III, and Trustee of the Scott Bradley Robinson Exempt Appointment Trust No. 2 U/W/O A.H. Robinson, III
		Date:
STATE OF TEXAS	<b>§</b> <b>§</b>	
COUNTY OF TRAVIS	§	
20, by Scott Bradley Robin Trust No. One U/W/O A.H. l	son, Truste Robinson, I	d before me on the day of, e of the Scott Bradley Robinson Exempt Appointment II and Trustee of the Scott Bradley Robinson Exempt Robinson, III on behalf of said trusts.
	<u> </u>	Notary Public, State of Texas

	Alfred Henry Robinson, IV, Trustee of the Alfred Henry Robinson, IV Exempt Appointment Trust No. One U/W/O A.H. Robinson, III, and Trustee of the Alfred Henry Robinson, IV, Exempt Appointment Trust No. 2 U/W/O A.H. Robinson, III
	Date:
STATE OF TEXAS	§ § §
COUNTY OF TRAVIS	§ .
2018, by Alfred Henry Robinson, Appointment Trust No. One U/W/	ledged before me on the day of, IV, Trustee of the Alfred Henry Robinson, IV Exempt /O A.H. Robinson, III and Trustee of the Alfred Henry Trust No. Two U/W/O A.H. Robinson, III on behalf of said
	Notary Public, State of Texas

	Flora Louise Robinson Crosswell, Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. One U/W/O A.H. Robinson, III, and Trustee of the Flora Louise Robinson Crosswell Exempt Appointment Trust No. Two U/W/O A.H. Robinson, III
	Date:
STATE OF TEXAS	§ .
COUNTY OF TRAVIS	§ § §
2018, by Flora Louise Robinson Conference Appointment Trust No. One	vledged before me on the day of, crosswell, Trustee of the Flora Louise Robinson Crosswell e U/W/O A.H. Robinson, III and Trustee of the Flora Louise tment Trust No. Two U/W/O A.H. Robinson, III on behalf of
	Notary Public, State of Texas

	Elaine Robinson Benton, Trustee of the Elaine Robinson Benton Exempt Appointment Trust No. One U/W/O A.H. Robinson, III, and Trustee of the Elaine Robinson Benton Exempt Appointment Trust No. Two U/W/O A.H. Robinson, III
	Date:
STATE OF TEXAS	§ § §
COUNTY OF TRAVIS	§ .
2018, by Elaine Robinson Benton, T Trust No. One U/W/O A.H. Robinson	rustee of the Elaine Robinson Benton Exempt Appointment on, III, and Trustee of the Elaine Robinson Benton Exempt A.H. Robinson, III on behalf of said trusts.
	Notary Public, State of Texas

		Flora Robinson Cosper, Trustee of the Flora Robinson Cosper Exempt Lifetime Trust, U/W/O A.H. Robinson, Jr. and Co-Trustee of the Flora Robinson Cosper Lifetime Trust
		Date:
STATE OF TEXAS	§ 8	
COUNTY OF TRAVIS	§ § §	
2018, by Flora Robinson Cosper, Tr	ustee o	before me on the day of, of the Flora Robinson Cosper Exempt Lifetime Trust, of the Flora Robinson Cosper Lifetime Trust, on behalf
	N	otary Public, State of Texas

	<b>L. Tom Sliger</b> , CTRA, Vice President of Austin Trust Company, Co-Trustee of the Flora Robinson Cosper Lifetime Trust
STATE OF TEXAS	§ § §
COUNTY OF TRAVIS	§
	nowledged before me on the day of, Vice President of Austin Trust Company, Co-Trustee of the Flora , on behalf of said trusts.
	Notary Public, State of Texas

	Carla Robinson Allen, Trustee of the Carla Ro Allen Exempt Lifetime Trust, U/W/O Robinson, Jr. and Co-Trustee of the Carla Ro Allen Lifetime Trust	A.H.
	Date:	
STATE OF TEXAS	8	
	§ § §	
COUNTY OF TRAVIS	\$	
2018, by Carla Robinson Alle	nowledged before me on the day of Trustee of the Carla Robinson Allen Exempt Lifetime Co-Trustee of the Carla Robinson Allen Lifetime Trust, on	
	Notary Public, State of Texas	

	Anton Allen, Co-Trustee of the Carla Robinson Allen Lifetime Trust
	Date:
STATE OF TEXAS	§
COUNTY OF TRAVIS	§ § §
This instrument was a 2018, by Anton Allen, Co-Tr trust.	cknowledged before me on the day of stee of the Carla Robinson Allen Lifetime Trust on behalf of said
	Notary Public. State of Texas

		JPMorgan Chase Bank, N.A., Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W/O A.H. Robinson, Jr. and sole Trustee of the Thomas Scott Robinson Lifetime Trust
		Date:
S		
5		
TATE OF TEXAS	§ § §	
COUNTY OF TRAVIS	§	
This instrument was	acknowledge	d before me on the day of,, JPMorgan Chase Bank, N.A., mpt Lifetime Trust U/W/O A.H. Robinson, Jr. and sole
2018, by	,	, JPMorgan Chase Bank, N.A.,
Trustee of the Thomas Scott I	Robinson Exe	mpt Lifetime Trust U/W/O A.H. Robinson, Jr. and sole
Trustee of the Thomas Scott	Robinson Life	etime Trust, on behalf of said trusts.
	$\overline{\mathbf{N}}$	Jotary Public, State of Texas