

Filed By:
Botts Title Company
346 N. Jefferson
La Grange, TX 78945

ROAD MAINTENANCE AGREEMENT

This Road Maintenance Agreement (hereinafter "Agreement") is made this 22 day of June, 2017, by and between the undersigned tract owners (hereinafter "Party" or "Parties").

WHEREAS, a thirty foot (30') roadway easement (hereinafter "Roadway") exists concerning the aforementioned tracts by and for the placement of a private road located in Fayette County, Texas.

WHEREAS, the Parties are the owners and/or uses of the roadway described as follows:

Beginning at two 1/2 inch rebar posts found at the northwestern most corner of Tract 6 and continuing North along the western edge of Tracts 6 through 1. See Exhibit "A"

Each tract is identified individually in Exhibits "B" through "F".

WHEREAS, the Parties desire to enter into an agreement regarding the costs of maintenance and improvements of the Roadway; and

WHEREAS, it is agreed that future parcel owners and/or users will add their signatures to this document.

IT IS HEREBY AGREED:

- 1. Access Easement:** The Roadway shall be subject to a perpetual, nonexclusive easement for ingress/egress granting access to all Parties and their occupants, agents, employees, guests, services and emergency vehicles (hereinafter "Invitees").
- 2. Utility Easement:** The Roadway shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground utilities to be installed and maintained.
- 3. Roadway Maintenance:** Roadway maintenance and improvements will be undertaken and made when necessary to maintain the Roadway in good operating condition at all times and to insure the safe access by Parties and Invitees.

A majority vote of Parties is required for any Roadway improvements and to accept the bid for any Roadway contract. If any Party performs improvements, maintenance, repairs or replacements without the approval of a majority of the other Parties prior to performing such work, the Party performing such work shall become liable for the entire cost thereof.

- 4. Parking:** For the safety of all Parties and Invitees, no machinery, trailers, vehicles or other property may be stored or parked upon the Roadway except the parking of vehicles for limited periods of time (not to exceed 2 hours).

FA.17.132

- 5. Cost Sharing:** Roadway maintenance and improvement costs shall be shared on a pro-rata basis between the Parties affected by the maintenance or improvement. The pro-rated cost share borne by each Party will be determined based upon the percentage of Roadway extending from the start of the Roadway to the northern most intersection of the Party's driveway(s). It being the intention of the Parties that each only pay for the portion of the Roadway actually used by the Party.
- 6. Damage Caused By Party:** Any repairs or maintenance necessary to remediate any damage caused as the result of the action or actions of a single Party or Parties shall be borne solely by that Party or Parties. The determination as to whether damage was caused by a Party or Parties shall be determined by a majority vote of all Parties.
- 7. Payment:** Payment of Roadway maintenance and improvements shall be made by each Party concerned in the pro-rata amount on or before a date specified by the contractor employed to conduct said maintenance or improvements.
- 8. Future Tracts:** Any additional tracts gaining access to the Roadway by way of splitting existing tracts will be bound by all terms and conditions of this Agreement, and will be required to pay that pro-rata portion of the maintenance and improvement costs incurred after the split is determined.
- If any additional tracts are created after the original Agreement is signed, the new tract owners and/or users must also sign the Agreement.
- 9. Effective Term:** This Agreement shall be perpetual, and shall encumber and run with the land as long as the Roadway exists.
- 10. Binding Agreement:** This Agreement shall be binding on the Parties, their heirs, executors, administrators and assigns.
- 11. Amendment:** This Agreement may be amended in writing and with the consent of a majority of all Parties.
- 12. Enforcement:** This Agreement may be enforced by a majority of Parties. If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.
- 13. Disputes:** If a dispute arises over any aspect of the Roadway maintenance or improvements, a third party arbitrator and/or mediator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the Parties. All parties shall share in the costs of the arbitration.
- 14. Notices:** Parties under this Agreement shall be notified by certified mail, return receipt requested or in person. If an address of a Party is not known, a notice shall be sent to the address to which the Party's property tax bills are mailed.

15. Governing Law: This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas without regard to its conflict of law principles.

16. No Strict Construction: The language used in this Agreement is intended by the Parties to express their mutual intent and no rule of construction will be applied against any Party, including any rule of draftsmanship. The Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against any of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity. The term "including" as used in this Agreement is used to list items by way of example and shall not be deemed to constitute a limitation of any term or provision contained herein.

17. Invalidity: If any term or provision of this Agreement shall be determined to be unenforceable or invalid or illegal in any respect, the unenforceability, invalidity or illegality shall not affect any other term or provision of this Agreement, but this Agreement shall be construed as if such unenforceable, invalid or illegal term or provision had never been contained herein.

<u>Brian Alley</u> Brian Alley (Owner of Tract 3)	<u>June 22, 2017</u> Date	<u>Min Yuan Rollins</u> Min Yuan Rollins (Owner of Tracts 1 & 2)	<u>6/2/17</u> Date
<u>Jessica Alley</u> Jessica Alley (Owner of Tract 3)	<u>6/2/17</u> Date	<u>Deborah L. Wormley Vietze,</u> Successor Trustee of the Lonnie C. Wormley Revocable Trust (Owner of Tracts 4 & 5)	<u> </u> Date
<u>Mark Rollins</u> Mark Rollins (Owner of Tracts 1 & 2)	<u>6/2/17</u> Date		

15. Governing Law: This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Texas without regard to its conflict of law principles.

16. No Strict Construction: The language used in this Agreement is intended by the Parties to express their mutual intent and no rule of construction will be applied against any Party, including any rule of draftsmanship. The Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against any of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity. The term "including" as used in this Agreement is used to list items by way of example and shall not be deemed to constitute a limitation of any term or provision contained herein.

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Brian Alley
(Owner of Tract 3)

Date

Min Yuan Rollins
(Owner of Tracts 1 & 2)

Date

Jessica Alley
(Owner of Tract 3)

Date

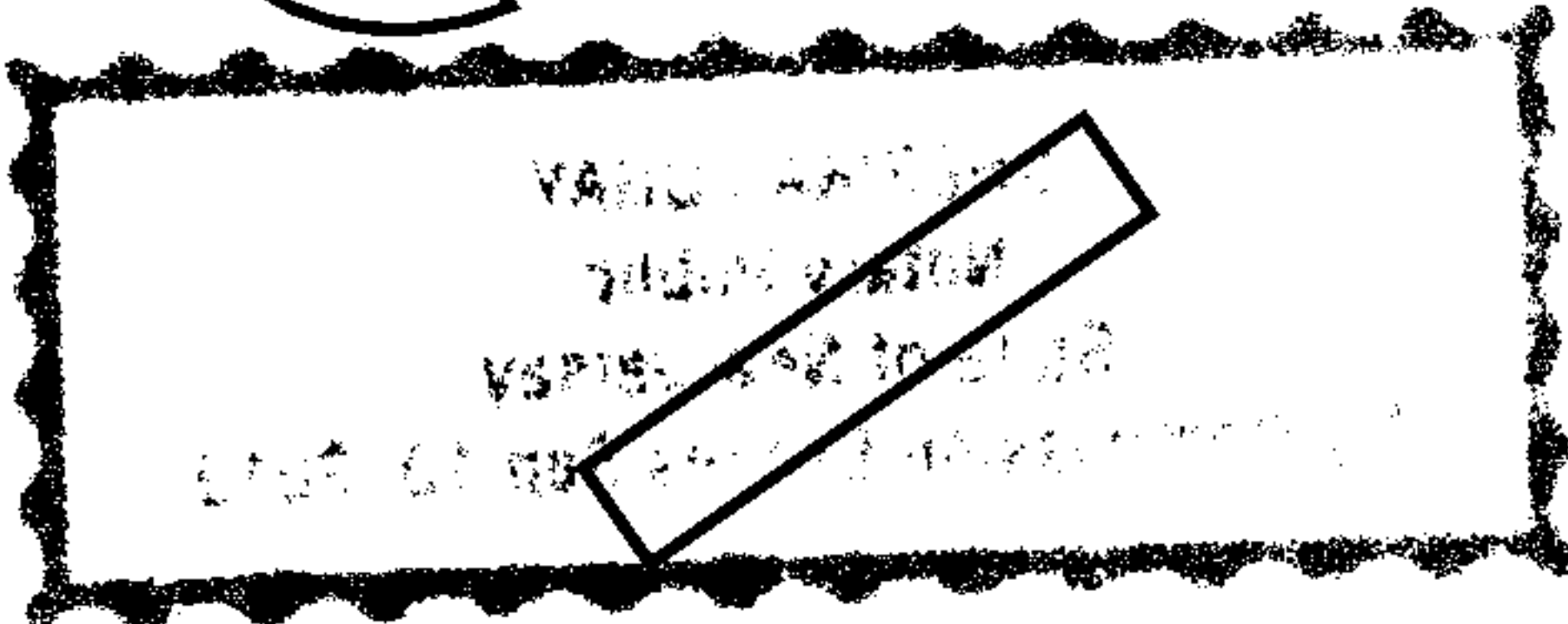
Deborah L. Wormley Vietze 6-22-17

Deborah L. Wormley Vietze,
Successor Trustee
of the Lonnie C. Wormley Revocable Trust
(Owner of Tracts 4 & 5)

Date

Mark Rollins
(Owner of Tracts 1 & 2)

Date



STATE OF TEXAS)
COUNTY OF FAYETTE)

This instrument was acknowledged before me on _____, 2017, by Brian Alley and Jessica Alley.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2017, by Mark Rollins and Min Yuan Rollins.

Notary Public, State of Texas
My commission expires: _____

STATE OF ^{nj}TEXAS)
COUNTY OF Union)

This instrument was acknowledged before me on June 22, 2017, by Deborah L. Wormley Vietze, Successor Trustee of the Lonnie C. Wormley Revocable Trust.

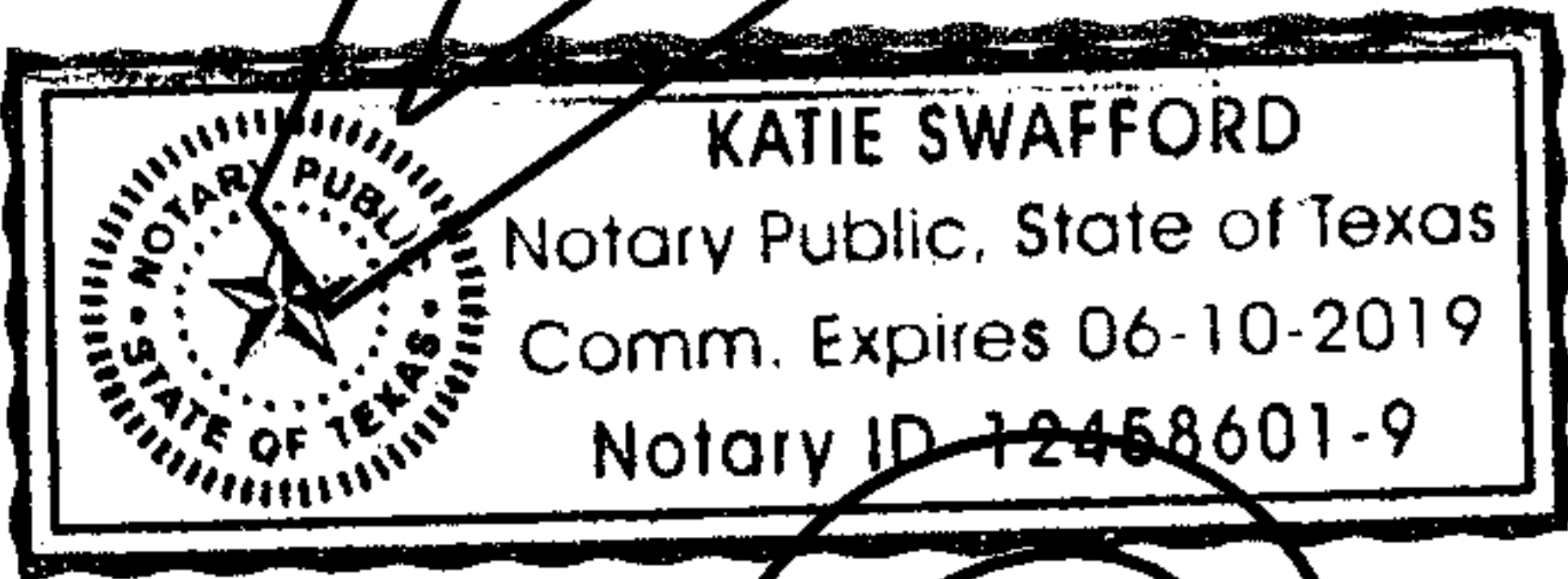
SHERIKA LUGAY
Notary Public
State of New Jersey
My Commission Expires Sep 10, 2019

[Signature]
Notary Public, State of ~~Texas~~ ^{nj}
My commission expires: Sep 10, 2019

Road Management Agreement

STATE OF TEXAS)
COUNTY OF FAYETTE)

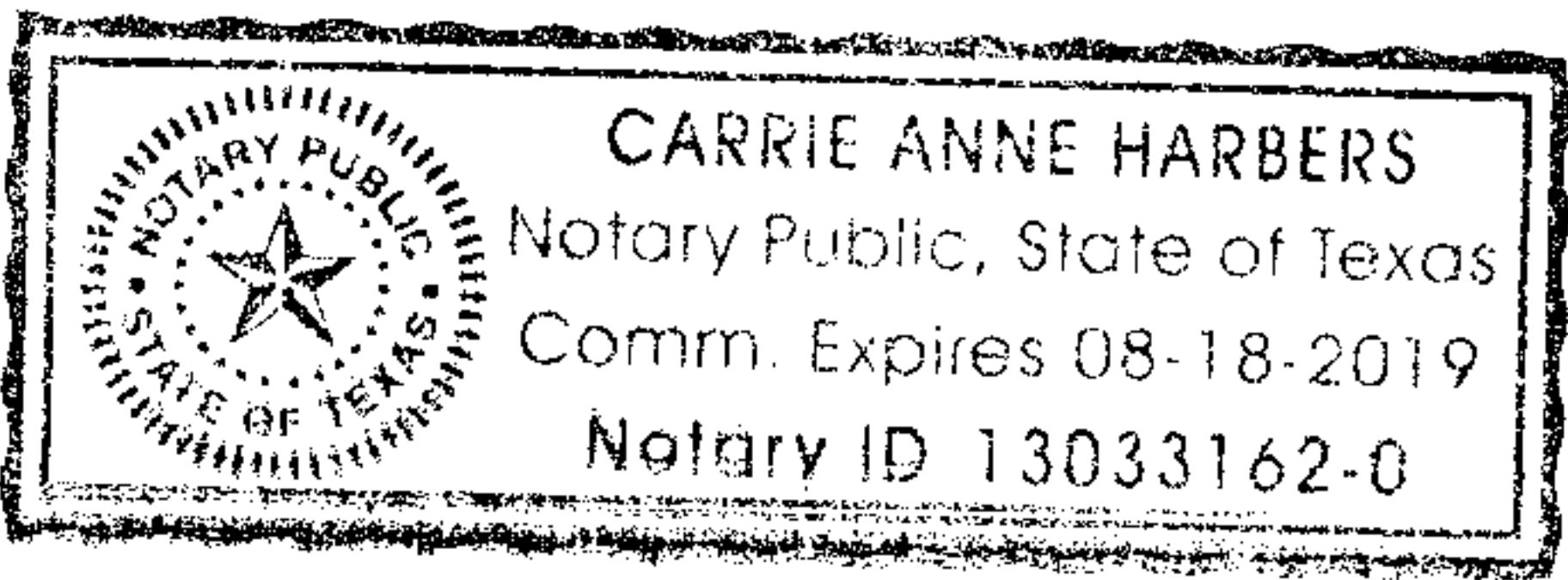
This instrument was acknowledged before me on June 22, 2017, by Brian Alley and Jessica Alley.



Katie Swafford
Notary Public, State of Texas
My commission expires: 6.10.19

STATE OF TEXAS)
COUNTY OF Fayette)

This instrument was acknowledged before me on June 2, 2017, by Mark Rollins and Min Yuan Rollins.



Carrie Anne Harbers
Notary Public, State of Texas
My commission expires: 8.18.19

STATE OF TEXAS)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2017, by Deborah L. Wormley Vietze, Successor Trustee of the Lonnie C. Wormley Revocable Trust.

Notary Public, State of Texas
My commission expires: _____

EXHIBIT A

Bastrop & Fayette County, Texas

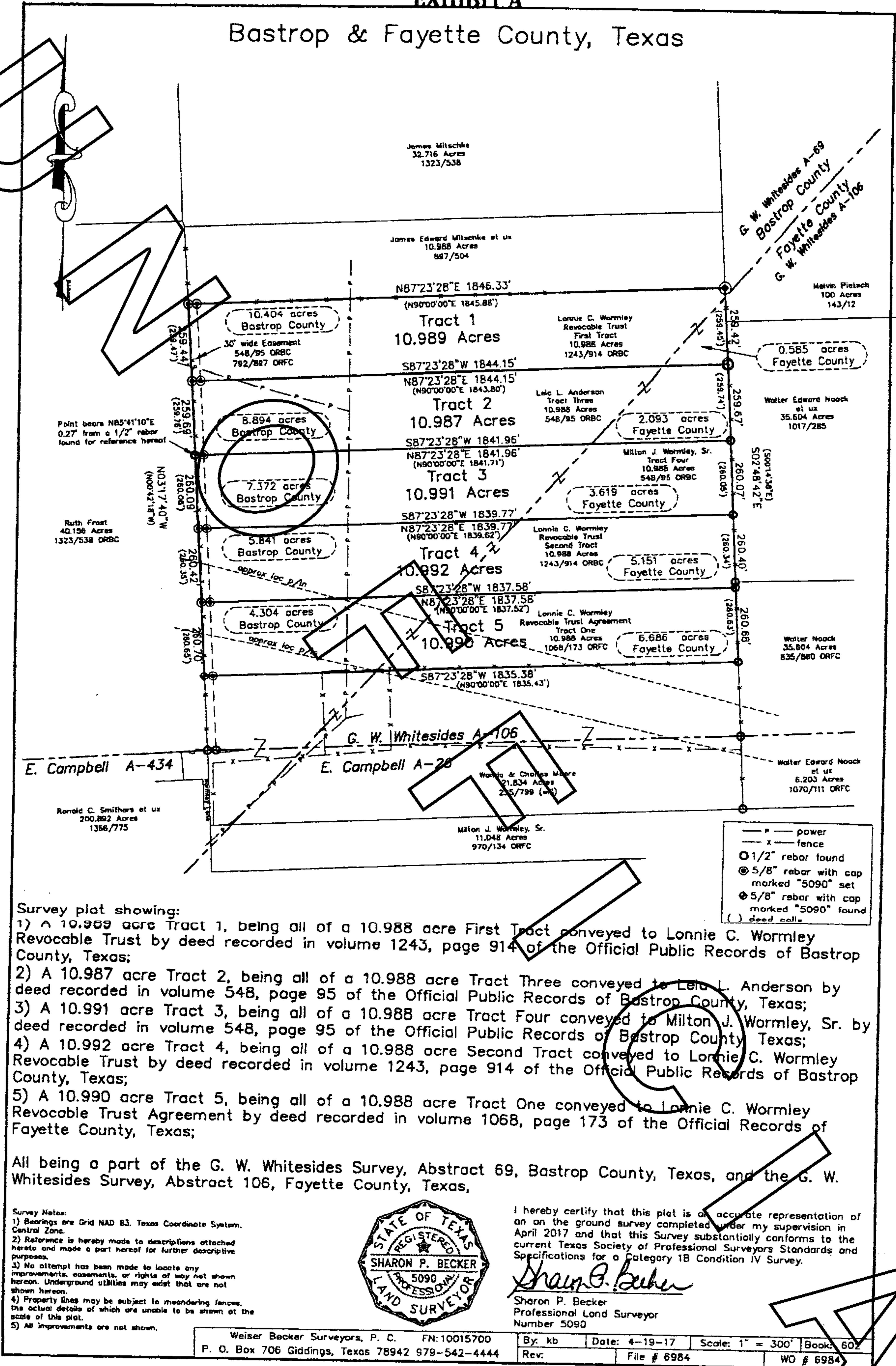


EXHIBIT B

STATE OF TEXAS

COUNTIES OF BASTROP & FAYETTE

LAND DESCRIPTION
Tract 1

Being a 10.989 acre tract of land, a part of the G. W. Whitesides Survey, Abstract 69, Bastrop County, Texas, and the G. W. Whitesides Survey, Abstract 106, Fayette County, Texas, and being all of a 10.988 acre First Tract conveyed to Lonnie C. Wormley Revocable Trust by deed recorded in volume 1243, page 914 of the Official Public Records of Bastrop County, Texas. Said 10.989 acre Tract 1 being more particularly described as follows:

BEGINNING at a 5/8 inch rebar with cap marked "5090" set in the East line of a 40.156 acre tract conveyed to Ruth Frost by deed recorded in volume 1323, page 538, for the Southwest corner of a 10.988 acre tract conveyed to James Edward Mitschke et ux by deed recorded in volume 897, page 504, the Northwest corner of a Thirty (30') foot wide Permanent Easement and Right of Way recorded in volume 548, page 95, and in volume 792, page 897, the Northwest corner of said 10.988 acre Wormley Revocable Trust tract, and the Northwest corner hereof;

THENCE with the South line of said 10.988 acre Mitschke tract, the North line of said Easement and Right of Way, the North line of said 10.988 acre Wormley Revocable Trust tract, **North 87 deg. 23 min. 28 sec. East** at 30.00 feet pass a 5/8 inch rebar with cap marked "5090" set for the Northeast corner of said Easement and Right of Way, and continuing for a total distance of **1846.33 feet** to a 5/8 inch rebar with cap marked "5090" set in the West line of a 100 acre tract conveyed to Melvin Pietsch by deed recorded in volume 143, page 12, for the Southeast corner of said 10.988 acre Mitschke tract, the Northeast corner of said 10.988 acre Wormley Revocable Trust tract, and the Northeast corner hereof;

THENCE with the West line of said 100 acre Pietsch tract, the East line of said 10.988 acre Wormley Revocable Trust tract, **South 02 deg. 48 min. 42 sec. East** at approximately 32 feet pass a point in the Northwest line of said Whitesides Survey, Abstract 106, Fayette County, Texas, and the Southeast line of said Whitesides Survey, Abstract 69, Bastrop County, Texas, at 116.58 feet pass a point for the Northwest corner of a 35.604 acre tract conveyed to Walter Edward Noack et ux by deed recorded in volume 1017, page 285, the Southwest corner of said 100 acre Pietsch tract, and continuing for a total distance of **259.42 feet** to a 1/2 inch rebar found for the Northeast corner of a 10.988 acre Tract Three conveyed to Lela L. Anderson by deed recorded in volume 548, page 95, the Northeast corner of a 10.987 acre Tract 2 this day surveyed, the Southeast corner of said 10.988 acre Wormley Revocable Trust tract, and the Southeast corner hereof;

THENCE with the North line of said 10.988 acre Anderson tract, the North line of said 10.987 acre Tract 2 this day surveyed, the South line of said 10.988 acre Wormley Revocable Trust tract, **South 87 deg. 23 min. 28 sec. West** at approximately 224 feet pass a point in the Northwest line of said Whitesides Survey, Abstract 106, Fayette County, Texas, and the Southeast line of said Whitesides Survey, Abstract 69, Bastrop County, Texas, at 1814.15 feet pass a 5/8 inch rebar with cap marked "5090" set in the East line of said Easement and Right of Way, and continuing for a total distance of **1844.15 feet** to a 5/8 inch rebar with cap marked "5090" set in the East line of said 40.156 acre Frost tract, for the Northwest corner of said 10.988 acre Anderson tract, the Northwest corner of said 10.987 acre Tract 2

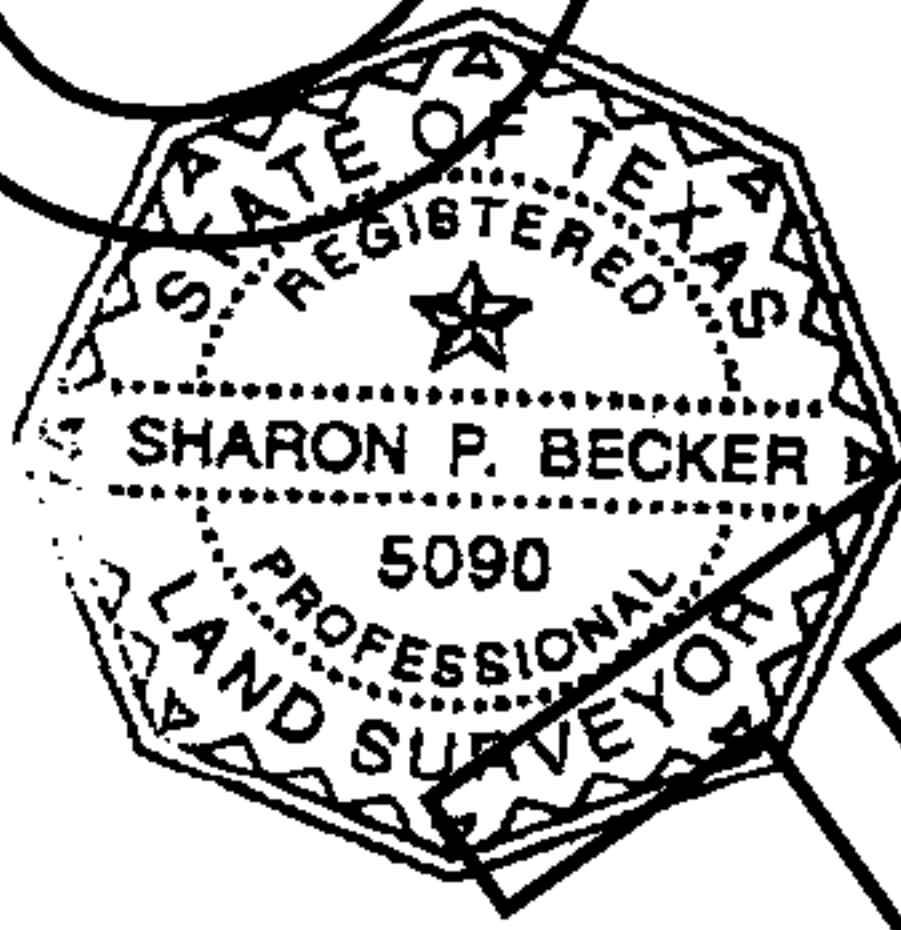
10.989 ac Tr 1
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this day surveyed, the Southwest corner of said 10.988 acre Wormley Revocable Trust tract, and the Southwest corner hereof;

THENCE with the East line of said 40.156 acre Frost tract, the West line of said 10.988 acre Wormley Revocable Trust tract, **North 03 deg. 17 min. 40 sec. West - 259.44 feet to the PLACE OF BEGINNING and containing 10.989 acres of land.**

Bearings are Grid NAD 83, Texas Coordinate System, Central Zone. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in April 2017 and that this survey substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B Condition IV Survey.



Sharon P. Becker

Sharon P. Becker
Professional Land Surveyor
Number 5090
Date of signature: 04-19-17

Weiser Becker Surveyors, P.C.

(979) 542-4444

FN 10015700

EXHIBIT C

STATE OF TEXAS

COUNTIES OF BASTROP & FAYETTE

LAND DESCRIPTION
Tract 2

Being a 10.987 acre tract of land, a part of the G. W. Whitesides Survey, Abstract 69, Bastrop County, Texas, and the G. W. Whitesides Survey, Abstract 106, Fayette County, Texas, and being all of a 10.988 acre Tract Three conveyed to Lela L. Anderson by deed recorded in volume 548, page 95 of the Official Public Records of Bastrop County, Texas. Said 10.987 acre Tract 2 being more particularly described as follows:

COMMENCING at a 5/8 inch rebar with cap marked "5090" set in the East line of a 40.156 acre tract conveyed to Ruth Frost by deed recorded in volume 1323, page 538, for the Southwest corner of a 10.988 acre tract conveyed to James Edward Mitschke et ux by deed recorded in volume 897, page 504, the Northwest corner of a Thirty (30') foot wide Permanent Easement and Right of Way recorded in volume 548, page 95, and in volume 792, page 897, the Northwest corner of a 10.988 acre First Tract conveyed to Lonnie C. Wormley Revocable Trust by deed recorded in volume 1243, page 914, and the Northwest corner of a 10.989 acre Tract 1 this day surveyed;

THENCE with the East line of said 40.156 acre Frost tract, the West line of said 10.988 acre Wormley Revocable Trust tract, the West line of said Easement and Right of Way, South 03 deg. 17 min. 40 sec. East - 259.44 feet to a 5/8 inch rebar with cap marked "5090" set for the Southwest corner of said 10.988 acre Wormley Revocable Trust tract, the Southwest corner of said 10.989 acre Tract 1 this day surveyed, the Northwest corner of said 10.988 acre Anderson tract, the Northwest corner and **PLACE OF BEGINNING** hereof;

THENCE across said Easement and Right of Way, with the South line of said 10.988 acre Wormley Revocable Trust tract, the South line of said 10.989 acre Tract 1 this day surveyed, the North line of said 10.988 acre Anderson tract, **North 87 deg. 23 min. 28 sec. East** at 30.00 feet pass a 5/8 inch rebar with cap marked "5090" set in the East line of said Easement and Right of Way, at approximately 1620 feet pass a point in the Northwest line of said Whitesides Survey, Abstract 106, Fayette County, Texas, and the Southeast line of said Whitesides Survey, Abstract 69, Bastrop County, Texas, and continuing for a total distance of **1844.15 feet** to a 1/2 inch rebar found in the West line of a 35.604 acre tract conveyed to Walter Edward Noack et ux by deed recorded in volume 1017, page 285, for the Southeast corner of said 10.988 acre Wormley Revocable Trust tract, the Southeast corner of said 10.989 acre Tract 1 this day surveyed, the Northeast corner of said 10.988 acre Anderson tract, and the Northeast corner hereof;

THENCE with the West line of said 35.604 acre Noack tract, the East line of said 10.988 acre Anderson tract, **South 02 deg. 48 min. 42 sec. East - 259.67 feet** to a 1/2 inch rebar found for the Northeast corner of a 10.988 acre Tract Four conveyed to Milton J. Wormley, Sr. by deed recorded in volume 548, page 95, the Northeast corner of a 10.991 acre Tract 3 this day surveyed, the Southeast corner of said 10.988 acre Anderson tract, and the Southeast corner hereof;

THENCE with the North line of said 10.988 acre Wormley tract, the North line of said 10.991 acre Tract 3 this day surveyed, the South line of said 10.988 acre Anderson tract, **South 87 deg. 23 min. 28 sec. West** at approximately 479 feet pass

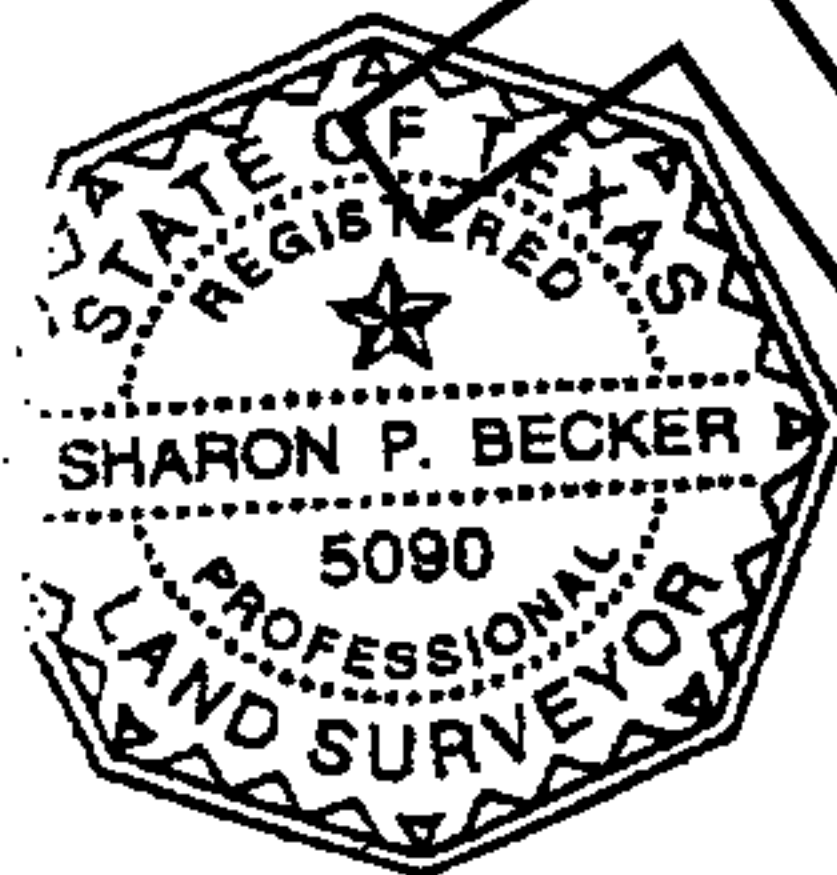
10.987 ac Tr 2
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a point in the Northwest line of said Whitesides Survey, Abstract 106, Fayette County, Texas, and the Southeast line of said Whitesides Survey, Abstract 69, Bastrop County, Texas, at 1811.96 feet pass a 5/8 inch rebar with cap marked "5090" set in the East line of said Easement and Right of Way, and continuing for a total distance of **1841.96 feet** to a point in the East line of said 40.156 acre Frost tract, for the Northwest corner of said 10.988 acre Wormley tract, the Northwest corner of said 10.991 acre Tract 3 this day surveyed, the Southwest corner of said 10.988 acre Anderson tract, and the Southwest corner hereof; said point bears North 85 deg. 41 min. 10 sec. East - 0.27 feet from a 1/2 inch rebar found for reference hereof;

THENCE with the East line of said 40.156 acre Frost tract, the West line of said 10.988 acre Anderson tract, **North 03 deg. 17 min. 40 sec. West - 259.69 feet** to the **PLACE OF BEGINNING** and containing **10.987 acres** of land.

Bearings are Grid NAD 83, Texas Coordinate System, Central Zone. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in April 2017 and that this survey substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B Condition IV Survey.



Sharon P. Becker

Sharon P. Becker
Professional Land Surveyor
Number 5090
Date of signature: 04-19-17

Welser Becker Surveyors, P.C.

(979) 542-4444

FN 10015700

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EXHIBIT D

STATE OF TEXAS

COUNTIES OF BASTROP & FAYETTE

LAND DESCRIPTION

Tract 3

Being a 10.991 acre tract of land, a part of the G. W. Whitesides Survey, Abstract 69, Bastrop County, Texas, and the G. W. Whitesides Survey, Abstract 106, Fayette County, Texas, and being all of a 10.988 acre Tract Four conveyed to Milton J. Wormley, Sr. by deed recorded in volume 548, page 95 of the Official Public Records of Bastrop County, Texas. Said 10.991 acre Tract 3 being more particularly described as follows:

COMMENCING at a 5/8 inch rebar with cap marked "5090" set in the East line of a 40.156 acre tract conveyed to Ruth Frost by deed recorded in volume 1323, page 538, for the Southwest corner of a 10.988 acre tract conveyed to James Edward Mitschke et ux by deed recorded in volume 897, page 504, the Northwest corner of a Thirty (30) foot wide Permanent Easement and Right of Way recorded in volume 548, page 95, and in volume 792, page 897, the Northwest corner of a 10.988 acre First Tract conveyed to Lonnie C. Wormley Revocable Trust by deed recorded in volume 1243, page 914, and the Northwest corner of a 10.989 acre Tract 1 this day surveyed;

THENCE with the East line of said 40.156 acre Frost tract, the West line of said 10.988 acre Wormley Revocable Trust tract, the West line of said Easement and Right of Way, South 03 deg. 17 min. 40 sec. East - 259.44 feet to a 5/8 inch rebar with cap marked "5090" set for the Southwest corner of said 10.988 acre Wormley Revocable Trust tract, the Southwest corner of said 10.989 acre Tract 1 this day surveyed, the Northwest corner of said 10.988 acre Anderson tract, and the Northwest corner of a 10.987 acre Tract 2 this day surveyed;

THENCE continuing with the East line of said 40.156 acre Frost tract, the West line of said 10.988 acre Anderson tract, the West line of said 10.987 acre Tract 2 this day surveyed, the West line of said Easement and Right of Way, South 03 deg. 17 min. 40 sec. East - 259.69 feet to a point for the Southwest corner of said 10.988 acre Anderson tract, the Southwest corner of said 10.987 acre Tract 2 this day surveyed, the Northwest corner of said 10.988 acre Wormley tract, the Northwest corner and **PLACE OF BEGINNING** hereof; said point bears North 85 deg. 41 min. 10 sec. East - 0.27 feet from a 1/2 inch rebar found for reference hereof;

THENCE across said Easement and Right of Way, with the South line of said 10.988 acre Anderson tract, the South line of said 10.987 acre Tract 2 this day surveyed, the North line of said 10.988 acre Wormley tract, North 87 deg. 23 min. 28 sec. East at 30.00 feet pass a 5/8 inch rebar with cap marked "5090" set in the East line of said Easement and Right of Way, at 1363.45 feet pass a point in the Northwest line of said Whitesides Survey, Abstract 106, Fayette County, Texas, and the Southeast line of said Whitesides Survey, Abstract 69, Bastrop County, Texas, and continuing for a total distance of 1841.96 feet to a 1/2 inch rebar found in the West line of a 35.604 acre tract conveyed to Walter Edward Noack et ux by deed recorded in volume 1017, page 285, for the Southeast corner of said 10.988 acre Anderson tract, the Southeast corner of said 10.987 acre Tract 2 this day surveyed, the Northeast corner of said 10.988 acre Wormley tract, and the Northeast corner hereof;

10.991 ac Tr 3
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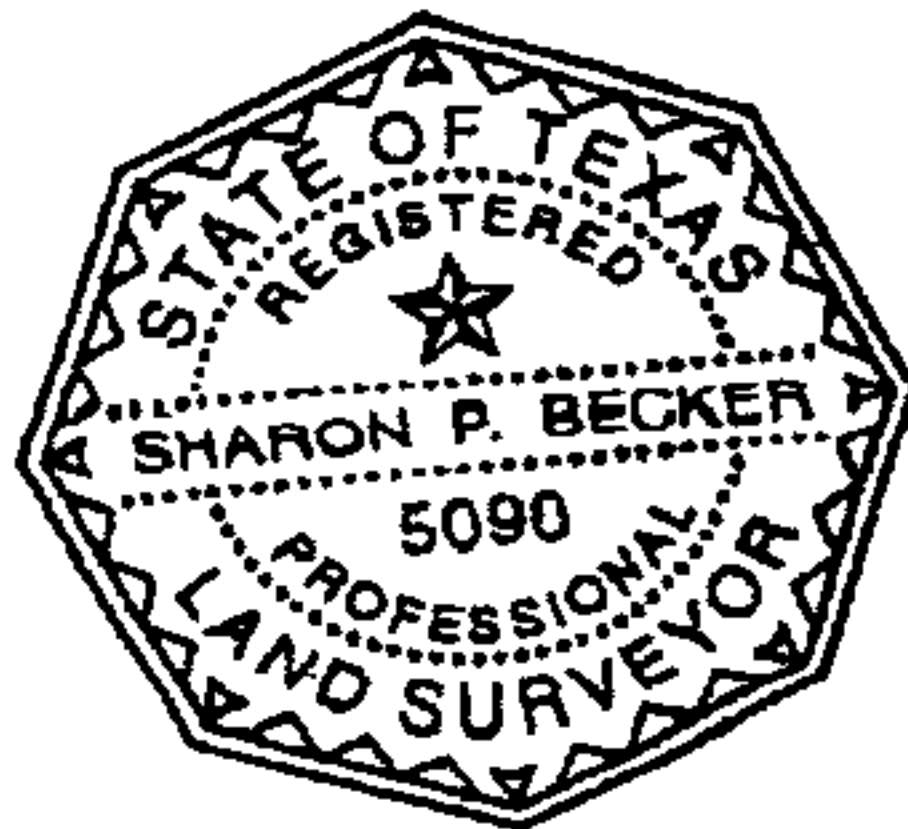
THENCE with the West line of said 35.604 acre Noack tract, the East line of said 10.988 acre Wormley tract, **South 02 deg. 48 min. 42 sec. East - 260.07 feet** to a ½ inch rebar found for the Northeast corner of a 10.988 acre Second Tract conveyed to Lonnie C. Wormley Revocable Trust by deed recorded in volume 1243, page 814, the Northeast corner of a 10.992 acre Tract 4 this day surveyed, the Southeast corner of said 10.988 acre Wormley tract, and the Southeast corner hereof;

THENCE with the North line of said 10.988 acre Wormley tract (1243/914), the North line of said 10.992 acre Tract 4 this day surveyed, the South line of said 10.988 acre Wormley tract (548/95), **South 87 deg. 23 min. 28 sec. West** at approximately 734 feet pass a point in the Northwest line of said Whitesides Survey, Abstract 106, Fayette County, Texas, and the Southeast line of said Whitesides Survey, Abstract 69, Bastrop County, Texas, at 1809.77 feet pass a 5/8 inch rebar with cap marked "5090" set in the East line of said Easement and Right of Way, and continuing for a total distance of **1839.77 feet** to a 5/8 inch rebar with cap marked "5090" set in the East line of said 40.156 acre Frost tract, for the Northwest corner of said 10.988 acre Wormley tract (1243/914), the Northwest corner of said 10.992 acre Tract 4 this day surveyed, the Southwest corner of said 10.988 acre Wormley tract (548/95), and the Southwest corner hereof;

THENCE with the East line of said 40.156 acre Frost tract, the West line of said 10.988 acre Wormley tract (548/95), **North 03 deg. 17 min. 40 sec. West - 260.09 feet** to the **PLACE OF BEGINNING** and containing **10.991 acres** of land.

Bearings are Grid NAD 83, Texas Coordinate System, Central Zone. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in April 2017 and that this survey substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B Condition IV Survey.



Sharon P. Becker
Sharon P. Becker
Professional Land Surveyor
Number 5090
Date of signature: 04-19-17

Weiser Becker Surveyors, P.C.

(979) 542-4444

FN 10015700

EXHIBIT E

STATE OF TEXAS

COUNTIES OF BASTROP & FAYETTE

LAND DESCRIPTION
Tract 4

Being a 10.992 acre tract of land, a part of the G. W. Whitesides Survey, Abstract 69, Bastrop County, Texas, and the G. W. Whitesides Survey, Abstract 106, Fayette County, Texas, and being all of a 10.988 acre Second Tract conveyed to Lonnie C. Wormley Revocable Trust by deed recorded in volume 1243, page 914 of the Official Public Records of Bastrop County, Texas. Said 10.992 acre Tract 4 being more particularly described as follows:

COMMENCING at a 5/8 inch rebar with cap marked "5090" found in the East line of a 40.156 acre tract conveyed to Ruth Frost by deed recorded in volume 1323, page 538, the West line of a Thirty (30') foot wide Permanent Easement and Right of Way recorded in volume 548, page 95, and in volume 792, page 897, for the Northwest corner of a 21.834 acre tract bequeathed to Wanda & Charles Moore by Last Will and Testament and recorded in volume 235, page 799, the Southwest corner of a 10.988 acre Tract One conveyed to Lonnie C. Wormley Revocable Trust Agreement by deed recorded in volume 1068, page 173, and the Southwest corner of a 10.990 acre Tract 5 this day surveyed;

THENCE with the East line of said 40.156 acre Frost tract, the West line of said 10.988 acre Wormley Revocable Trust tract (1068/173), the West line of said 10.990 acre Tract 5 this day surveyed, North 03 deg. 17 min. 40 sec. West - 260.70 feet to a 5/8 inch rebar with cap marked "5090" set for the Northwest corner of said 10.988 acre Wormley Revocable Trust tract (1068/173), the Northwest corner of said 10.990 acre Tract 5 this day surveyed, the Southwest corner of said 10.988 acre Wormley Revocable Trust tract (1243/914), the Southwest corner and **PLACE OF BEGINNING** hereof;

THENCE continuing with the East line of said 40.156 acre Frost tract, the West line of said 10.988 acre Wormley Revocable Trust tract (1243/914), North 03 deg. 17 min. 40 sec. West - 260.42 feet to a 5/8 inch rebar with cap marked "5090" set for the Southwest corner of a 10.988 acre Tract Four conveyed to Milton J. Wormley, Sr. by deed recorded in volume 548, page 95, the Southwest corner of a 10.991 acre Tract 3 this day surveyed, the Northwest corner of said 10.988 acre Wormley Revocable Trust tract (1243/914), and the Northwest corner hereof;

THENCE across said Easement and Right of Way, with the South line of said 10.988 acre Milton J. Wormley tract, the South line of said 10.991 acre Tract 3 this day surveyed, the North line of said 10.988 acre Wormley Revocable Trust tract (1243/914), North 87 deg. 23 min. 28 sec. East at 30.00 feet pass a 5/8 inch rebar with cap marked "5090" set in the East line of said Easement and Right of Way, at approximately 1106 feet pass a point in the Northwest line of said Whitesides Survey, Abstract 106, Fayette County, Texas, and the Southeast line of said Whitesides Survey, Abstract 69, Bastrop County, Texas, and continuing for a total distance of 1839.77 feet to a 1/2 inch rebar found in the West line of a 35.604 acre tract conveyed to Walter Noack by deed recorded in volume 835, page 860, for the Southeast corner of said 10.988 acre Milton J. Wormley tract, the Southeast corner of said 10.991 acre Tract 3 this day surveyed, the Northeast corner of said 10.988 acre Wormley Revocable Trust tract (1243/914), and the Northeast corner hereof;

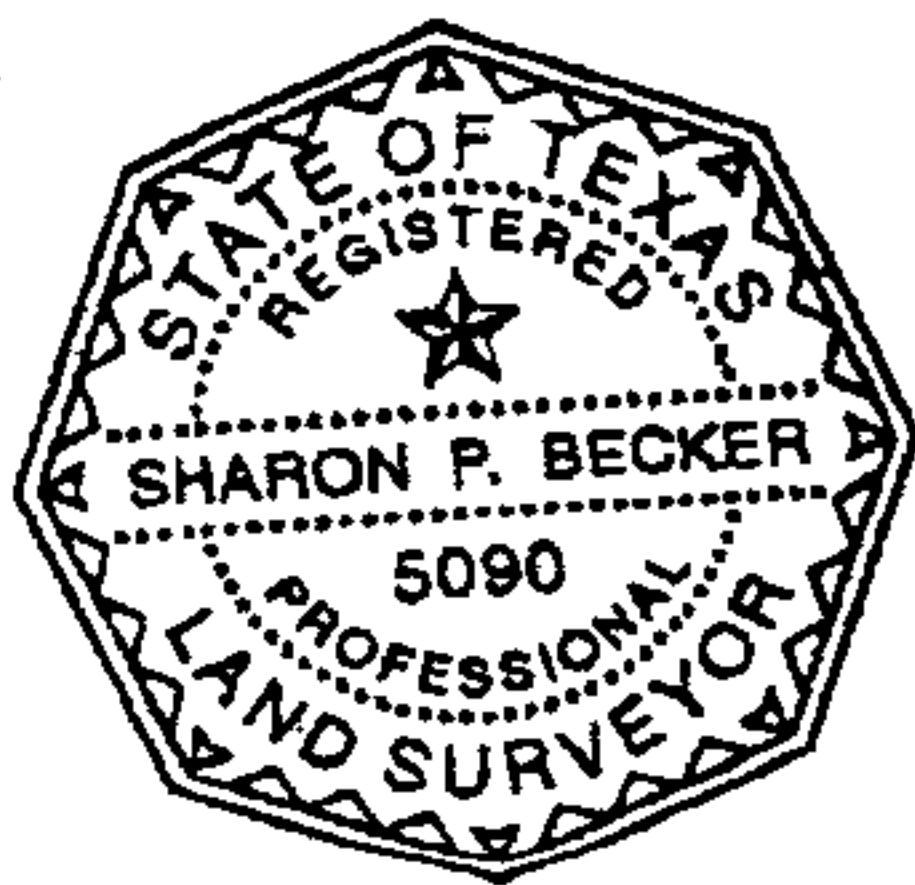
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THENCE with the West line of said 35.604 acre Noack tract, the East line of said 10.988 acre Wormley Revocable Trust tract (1243/914), **South 02 deg. 48 min 42 sec. East** at 241.60 feet pass a ½ inch rebar found for the Northwest corner of a 35.604 acre tract conveyed to Walter Noack by deed recorded in volume 835, page 860, the Southwest corner of said 35.604 acre Noack tract (1017/285), and continuing for a total distance of **260.40 feet** to a ½ inch rebar found for the Northeast corner of said 10.988 acre Wormley Revocable Trust tract (1068/173), the Northeast corner of said 10.990 acre Tract 5 this day surveyed, the Southeast corner of said 10.988 acre Wormley Revocable Trust tract (1243/914), and the Southeast corner hereof;

THENCE with the North line of said 10.988 acre Wormley Revocable Trust tract (1068/173), the North line of said 10.990 acre Tract 5 this day surveyed, the South line of said 10.988 acre Wormley Revocable Trust tract (1243/914), **South 87 deg. 23 min. 28 sec. West** at approximately 989 feet pass a point in the Northwest line of said Whitesides Survey, Abstract 106, Fayette County, Texas, and the Southeast line of said Whitesides Survey, Abstract 69, Bastrop County, Texas, at 1807.58 feet pass a 5/8 inch rebar with cap marked "5090" set in the East line of said Easement and Right of Way, and continuing for a total distance of **1837.58 feet** to the **PLACE OF BEGINNING** and containing **10.992 acres** of land.

Bearings are Grid NAD 83, Texas Coordinate System, Central Zone. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in April 2017 and that this survey substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B Condition IV Survey.



Sharon P. Becker

Sharon P. Becker
Professional Land Surveyor
Number 5090
Date of signature: 04-19-17

Weiser Becker Surveyors, P.C.

(979) 542-4444

FN 10015700

EXHIBIT F

STATE OF TEXAS

COUNTIES OF BASTROP & FAYETTE

LAND DESCRIPTION
Tract 5

Being a 10.990 acre tract of land, a part of the G. W. Whitesides Survey, Abstract 69, Bastrop County, Texas, and the G. W. Whitesides Survey, Abstract 106, Fayette County, Texas, and being all of a 10.988 acre Tract One conveyed to Lonnie C. Wormley Revocable Trust Agreement by deed recorded in volume 1068, page 173 of the Official Records of Fayette County, Texas. Said 10.990 acre Tract 5 being more particularly described as follows:

BEGINNING at a 5/8 inch rebar with cap marked "5090" found in the East line of a 40.156 acre tract conveyed to Ruth Frost by deed recorded in volume 1323, page 538, the West line of a Thirty (30') foot wide Permanent Easement and Right of Way recorded in volume 548, page 95, and in volume 792, page 897, for the Northwest corner of a 21.834 acre tract bequeathed to Wanda & Charles Moore by Last Will and Testament and recorded in volume 235, page 799, the Southwest corner of said 10.988 acre Wormley Revocable Trust tract, and the Southwest corner hereof;

THENCE with the East line of said 40.156 acre Frost tract, the West line of said 10.988 acre Wormley Revocable Trust tract, **North 03 deg. 17 min. 40 sec. West - 260.70 feet** to a 5/8 inch rebar with cap marked "5090" set for the Southwest corner of a 10.988 acre Second Tract conveyed to Lonnie C. Wormley Revocable Trust by deed recorded in volume 1243, page 914, the Southwest corner of a 10.992 acre Tract 4 this day surveyed, the Northwest corner of said 10.988 acre Wormley Revocable Trust tract (1068/173), and the Northwest corner hereof;

THENCE across said Easement and Right of Way, with the South line of said Wormley Revocable Trust tract (1243/914), the South line of said 10.992 acre Tract 4 this day surveyed, the North line of said 10.988 acre Wormley Revocable Trust tract (1068/173), **North 87 deg. 23 min. 28 sec. East** at 30.00 feet pass a 5/8 inch rebar with cap marked "5090" set in the East line of said Easement and Right of Way, at approximately 848 feet pass a point in the Northwest line of said Whitesides Survey, Abstract 106, Fayette County, Texas, and the Southeast line of said Whitesides Survey, Abstract 69, Bastrop County, Texas, and continuing for a total distance of **1837.58 feet** to a 1/2 inch rebar found in the West line of a 35.604 acre tract conveyed to Walter Noack by deed recorded in volume 835, page 860, for the Southeast corner of said 10.988 acre Wormley Revocable Trust tract (1243/914), the Southeast corner of said 10.992 acre Tract 4 this day surveyed, the Northeast corner of said 10.988 acre Wormley Revocable Trust tract (1068/173), and the Northeast corner hereof;

THENCE with the West line of said 35.604 acre Noack tract, the East line of said 10.988 acre Wormley Revocable Trust tract (1068/173), **South 02 deg. 48 min. 42 sec. East - 260.68 feet** to a 1/2 inch rebar found for the Northeast corner of said 21.834 acre Moore tract, the Southeast corner of said 10.988 acre Wormley Revocable Trust tract (1068/173), and the Southeast corner hereof;

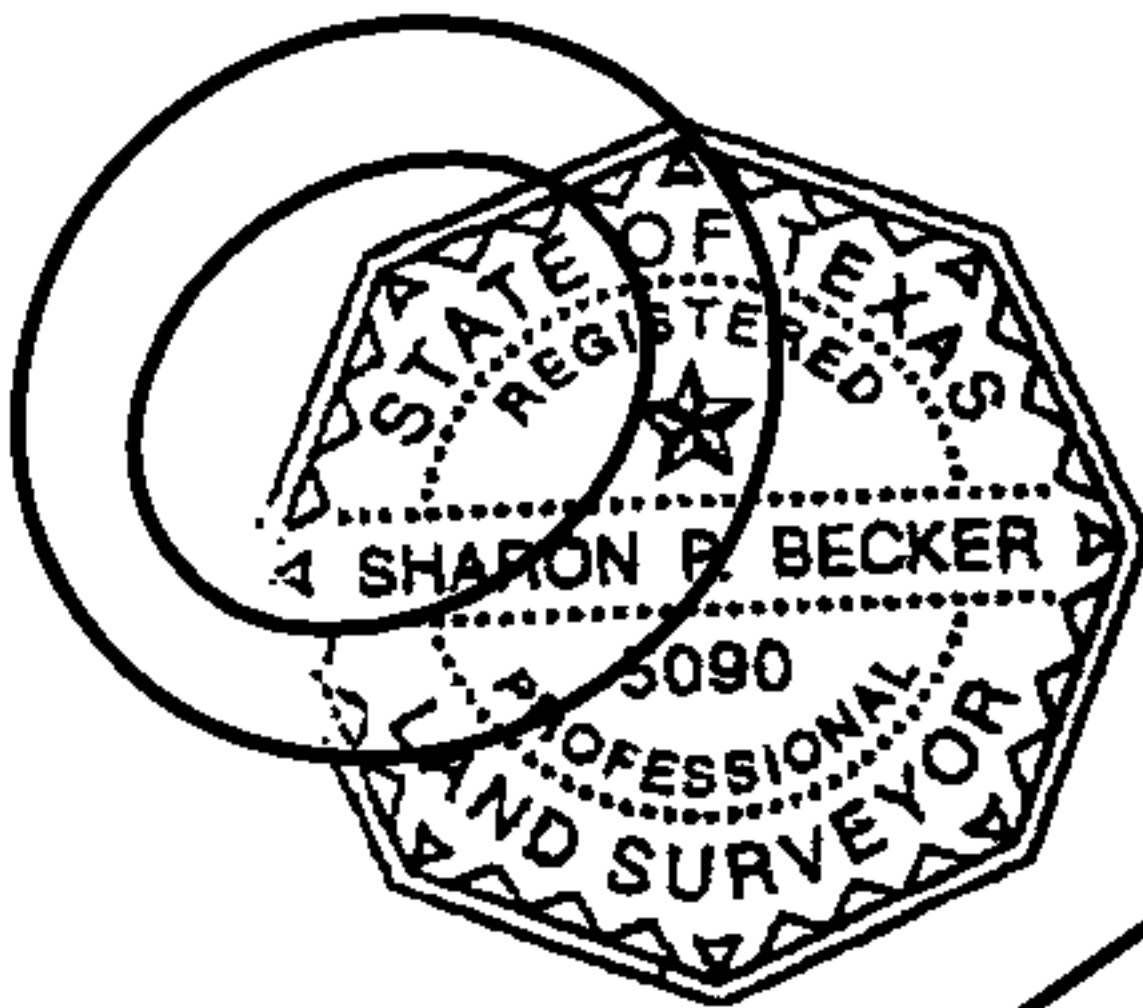
THENCE with the North line of said 21.834 acre Moore tract, the South line of said 10.988 acre Wormley Revocable Trust tract (1068/173), **South 87 deg. 23 min. 28 sec. West** at approximately 1245 feet pass a point in the Northwest line of said Whitesides Survey, Abstract 106, Fayette County, Texas, and the Southeast line

10.990 ac Tr 5
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of said Whitesides Survey, Abstract 69, Bastrop County, Texas, at 1805.38 feet pass a 5/8 inch rebar with cap marked "5090" set in the East line of said Easement and Right of Way, and continuing for a total distance of 1835.38 feet to the PLACE OF BEGINNING and containing 10.990 acres of land.

Bearings are Grid NAD 83, Texas Coordinate System, Central Zone. Reference is hereby made to a plat attached hereto and made a part hereof.

I hereby certify that this description is an accurate representation of an on the ground survey completed under my supervision in April 2017 and that this survey substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B Condition IV Survey.



Sharon P. Becker
Sharon P. Becker
Professional Land Surveyor
Number 5090
Date of signature: 04-19-17

Weiser Becker Surveyors, P.C. (979) 542-4444 FN 10015700

6/27/2017 2:14 PM

STATE OF TEXAS COUNTY OF FAYETTE
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the OFFICIAL RECORDS
of Fayette County, Texas as stamped hereon above time.

JULIE KARSTEDT, COUNTY CLERK

Stamps: 17 Page(s)