

ADDENDUM A

SHARED ACCESS DRIVEWAY AGREEMENT

1. *Parties.* The parties to this agreement are the owners of lots located on or using shared driveways and entrances in the survey showing a 135.271 acre tract in Fractional Section 2 Falls County School Land Survey Abstract No. 293 Wise County Texas. Also, an attachment of this survey is included in this addendum.
2. *Purpose.* The purpose of this agreement is to establish a means for the repair and maintenance of the above referenced driveways and any emergency access that will be equitably shared among the parties utilizing the driveways.
3. *Consideration.* The considerations for this agreement are the mutual benefits to be derived by the parties, their heirs, and assignees.
4. *Agreement.* The owner(s) of the above referenced land shall, at their own expense, repair and maintain the above referenced driveway and entrance to, at a minimum, the standards at which it was originally installed. The driveway repair and maintenance responsibility will be proportionally shared amongst the landowner(s). If there are multiple shared driveways and/or entrances in the above referenced land, they will remain separated in their responsibilities and maintenance. Each driveway is separate and all lots accessed off of the driveway only agree to maintenance of the driveway used for their lot.
5. *Determination.* Determination of the quality of road and needed maintenance will be decided by the "Officer In Charge." This officer is elected by a majority vote by the owners of lots using this driveway. All lots have one equal vote for determining who this "Officer In Charge" is and this position can change at any time by a majority vote for that change to be made. In order to make sure there is an uneven number of votes, to assure a decision can be made, the "Officer In Charge" will or will not have a vote, whichever is needed to make the voting total an uneven number. This "Officer In Charge" can determine that maintenance and repair are needed to keep roads at minimum standard but if desired maintenance or repair is planned that would increase road standards to a greater level than originally established, there must be 100% agreement with all lot owners using the shared driveway and entrance. For example, if the original road was put in with crushed gravel, but the lot owners on the driveway determine they would like to increase the road standards to an asphalt topping, there has to be 100% agreement to make this additional expense/repair, or the owners that want it have to come to an agreement to take care of full payment, even for those owners who do not want to agree to the additional expense.
6. *Decisions.* Any decision(s) about maintenance and repair are final decision(s) of the "Officer In Charge" but must be presented to and signed off by a majority vote before work is started on the repair or maintenance. There should be a minimum of 45 days from the time the repair and maintenance plan and pricing are presented to the owners of each lot for those owners to review, make their decision about approval, and get their vote back to the "Officer In Charge." Votes from each owner should be sent to the "Officer In Charge" by email or mail and recorded so that there is written record of each person(s) approval or disapproval.
7. *Persons Bound by Agreement.* This agreement shall be binding upon the heirs, successors and assigns of the parties and shall be deemed to be an obligation running with the land.
8. *Termination of Agreement.* This agreement shall remain in full force and effect until such time as city, county, state, or federal authorities install some other arrangement to facilitate maintenance of said driveway.
9. *Enforcement of Agreement.* This agreement may be enforced by all remedies available under Texas Law, including the placement of a lien against the property, or properties, of an owner who does not pay their share of the repair or maintenance deemed necessary by the elected "Officer In

Buyer: _____ Buyer: _____ Seller: _____

Charge.” If legal action is taken to enforce this agreement, the successful party or parties, shall be entitled to reimbursement for reasonable and necessary costs incurred, including attorney fees.

10. *Changes or Additions.* Changes and additions to this agreement can be made but have to be agreed on by all lot owners who would be impacted by the change or addition. This agreement or change must have 100% agreement by all lot owners impacted by the change or addition. Once again, each lot who uses the shared driveways or entrances has one (1) vote towards any decision-making. Any desired change or addition can be determined by a scheduled meeting, which would be scheduled and facilitated by the “Officer In Charge” at that time. Any and all changes or additions should be recorded as official records with Wise County.
11. If there is a gate on a shared driveway or entrance, all homeowners will have access to the code for programming gate openers and they will always have access to the number punch code. This code should be changed at least once per year. If for any reason it needs to be changed more often than this, the Officer In Charge can make that determination as long as all homeowners are notified before the change.
12. The gate is to remain closed at all times unless there is a reason it needs to be left open for a time that is agreed on and notification made to all homeowners at least one week prior to this temporary opening. Keeping the gate open for this temporary time is final decision of the Officer In Charge.

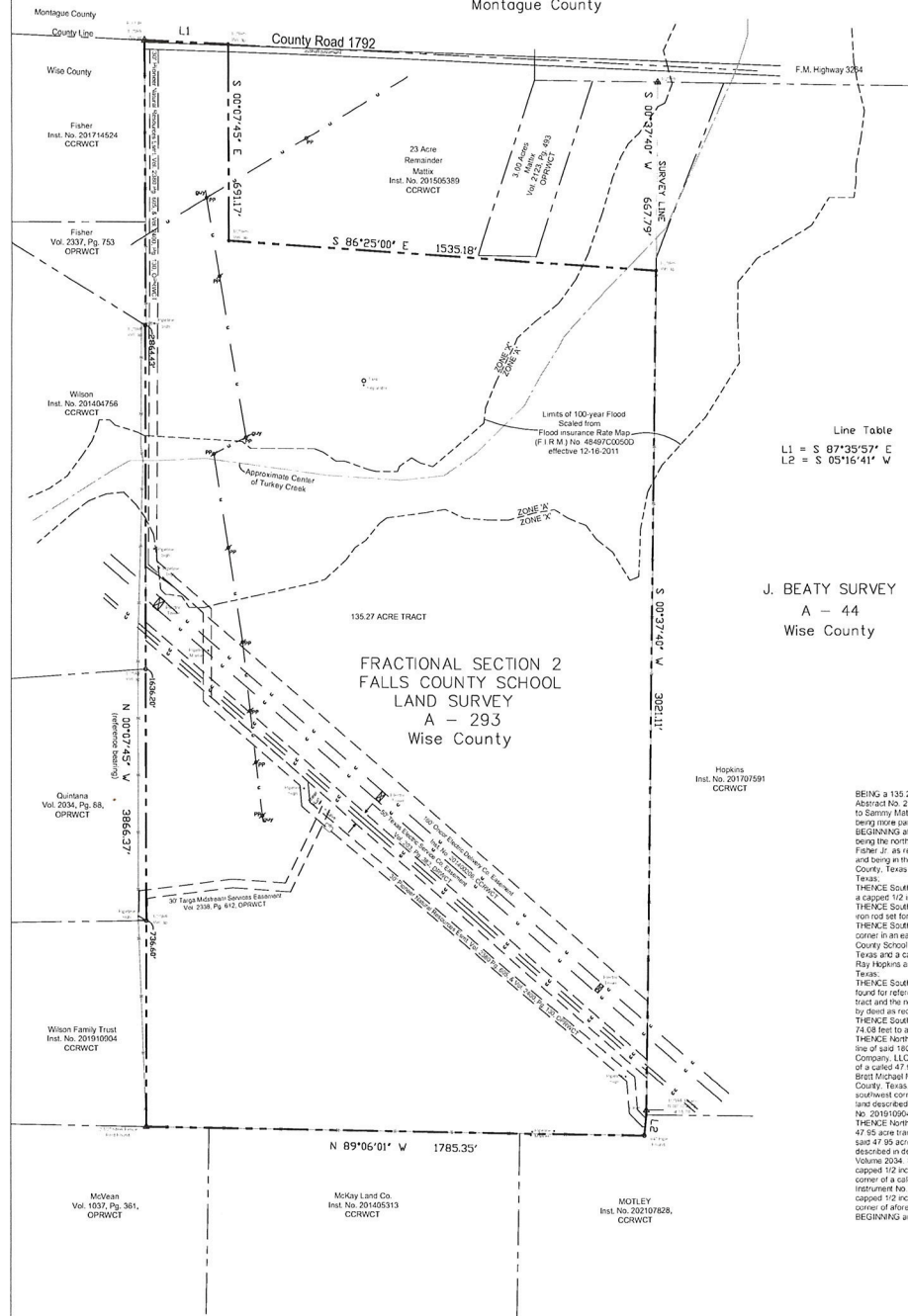
Percent Responsible for each lot owner with property using shared driveway, entrance, mailboxes, and any and all aspects located in this shared easement.		
<i>North Shared Access Driveway</i>		
Tract 1	20%	Whichever Lot Owner Is the designated officiator of the maintenance plan during the time of repairs should receive a 25% discount on their portion of the payment for maintenance and that amount should be divided out evenly amongst the other four lot owners.
Tract 2	20%	
Tract 3	20%	
Tract 4	20%	
Tract 5	20%	
Total	100%	

Buyer: _____ Buyer: _____ Seller: _____

J. STURROCK SURVEY

A - 1581

Montague County



J. BEATY SURVEY

A - 44

Wise County

PROPERTY DESCRIPTION

BEING a 135.271 acre tract in the Fractional Block 2 of the Falls County School Land Survey, Abstract No. 293, Wise County, Texas and being a part of that certain tract as described in deed to Sammy Mattox recorded in Volume 206, Page 608, Real Records, Wise County, Texas and being more particularly described as follows:

BEGINNING at a capped 1/2 inch iron rod found at the northeast corner of said Mattox tract and being the northeast corner of a called 18.014 acre tract as described in deed to Harmon Rogers Fisher Jr. as recorded in Instrument No. 20174524, County Clerk Records, Wise County, Texas, and being in the north line of said Fractional Block 2 of the Falls County School Land Survey, Wise County, Texas and the south line of the J. Spurr Survey, Abstract No. 1581, Montague County, Texas;

THENCE South 87°35'57" East, with the north line of said Mattox tract a distance of 300.00 feet to a capped 1/2 inch iron rod set for corner;

THENCE South 00°07'45" East, leaving said line, a distance of 691.17 feet to a capped 1/2 inch iron rod set for corner;

THENCE South 86°25'00" East, a distance of 1535.18 feet to a capped 1/2 inch iron rod set for corner in an east line of said Mattox tract and the east line of said Fractional Block 2 of the Falls County School Land Survey, and the west line of J. Beaty Survey, Abstract No. 44, Wise County, Texas and a called 178.45 acre tract as described in deed to Vanda Hopkins Tate and Jimmy Ray Hopkins as recorded in Instrument No. 201707591, County Clerk Records, Wise County, Texas;

THENCE South 00°37'40" West, with said line, at 3005.41 feet passing a capped 1/2 inch iron rod found for reference in all a distance of 3021.11 feet to the southwest corner of said 178.45 acre tract and the northerly northwest corner of a called 180 acre tract as conveyed to Darnell Shirley by deed as recorded in Instrument No. 202107829, County Clerk Records, Wise County, Texas;

THENCE South 00°16'41" West, with the northerly west line of said 180 acre tract, a distance of 74.68 feet to a 3/4 inch pipe found for corner at an inner ell corner of said 180 acre tract;

THENCE North 89°06'01" West, with the south line of said Mattox tract and with the westerly north line of said 180 acre tract and the north line of a tract of land described in deed to McVean Land Company, LLC as recorded in Instrument No. 201405313, County Clerk Records and the north line of a called 47.95 acre tract of land described in deed to the John Blake McVean Trust and the Brett Michael McVean Trust as recorded in Volume 1637, Page 361, Official Public Records, Wise County, Texas, in at a distance of 1785.35 feet to a 2 inch steel fence post found for corner at the southwest corner of said Mattox tract and at the southeast corner of a called 33.082 acre tract of land described in deed to the Dan K. and Kim D. Wilson Family Trust as recorded in Instrument No. 201810904, County Clerk Records, Wise County, Texas;

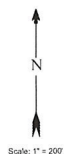
THENCE North 00°07'45" West, with the west line of said Mattox tract and the east line of said 47.95 acre tract at 738.60 feet passing a capped 1/2 inch iron rod found at the northeast corner of said 47.95 acre tract and the southwest corner of a called 73.200 acre tract and the east line of land described in deed to Jay Jonathan Quintana and wife, Amy Renea Quintana as recorded in Volume 2044, Page 88, Official Public Records, Wise County, Texas, at 1630.20 feet passing a capped 1/2 inch iron rod found at the northeast corner of said 73.200 acre tract and the southeast corner of a called 69.10 acre tract of land described in deed to Ronda L. Wilson as recorded in Instrument No. 201404758, County Clerk Records, Wise County, Texas, at 2654.43 feet passing a capped 1/2 inch iron rod found at the northeast corner of said 69.10 acre tract and the southeast corner of a called 18.014 acre tract, in all a distance of 3868.37 feet to the POINT OF BEGINNING and containing 135.371 acres of land, more or less.

Note: The easements recorded in Vol. 419, pg. 793, DRWCT; Vol. 763, Pg. 581, RRRWCT; Vol. 2121, Pg. 534, OPRWCT are blanket easements and/or grant and egress rights and may affect this tract to the best of my knowledge the right-of-way and/or easements in Vol. 165, Pg. 509, DRWCT; Vol. 426, Pg. 371, OPRWCT do not affect this tract.

Evidence of pipelines and pipeline facilities that were found during this survey and are shown hereon, however the owner and/or contractor should always have underground pipelines and utilities located and marked by appropriate companies before any excavation or construction.

The bearings are based on the west line of this tract being North 00°07'45" West and is shown hereon as reference bearing.

**SURVEY SHOWING A
135.271 ACRE TRACT IN
FRACTIONAL SECTION 2
FALLS COUNTY SCHOOL
LAND SURVEY
ABSTRACT NO. 293
WISE COUNTY, TEXAS**



I, the undersigned, hereby certify that the survey was made and the accompanying description, depicts and describes the result of a careful and accurate survey, made on the ground, and the best of my knowledge and belief, a true and correct depiction and description of the property surveyed, and that there are no apparent encroachments or easements shown hereon, and that the survey was made in accordance with the provisions of the Texas Surveying Act, Chapter 131, Texas Government Code, and the rules and regulations of the State Board of Surveying and Mapping, and that the survey was made in accordance with the provisions of the Texas Surveying Act, Chapter 131, Texas Government Code, and the rules and regulations of the State Board of Surveying and Mapping, and that the survey was made in accordance with the provisions of the Texas Surveying Act, Chapter 131, Texas Government Code, and the rules and regulations of the State Board of Surveying and Mapping.

Arrow-Surveying
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