<u>DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS</u> <u>AND TERMINATION OF EASEMENTS</u>

This Declaration of Covenants, Conditions and Restrictions and Termination of Easements (the "Declaration") is entered into by and between Rose M. Wright Janecka, Patrick Hood Wright, Michael Layne Wright, and Lance Christopher Wright (collectively the "Wright Owners"), the Bailey Ranch a Texas limited partnership, ("Bailey") and Westbrook Development Corporation, a Texas corporation ("Westbrook") on this 3152 day of March, 2020.

WHEREAS, the Wright Owners own that certain 27.17 acre tract of land more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Wright Property"); and

WHEREAS, Bailey owns property that is adjacent to the Wright Property on the southern and eastern boundaries, which property is more particularly described in Exhibits "B-1" and "B-2" attached hereto and made a part hereof for all purposes (the "Bailey Property"); and

WHEREAS, Westbrook owns property that is adjacent to the Wright Property on the western boundary, which property is more particularly described in Exhibit "C" attached hereto and made a part hereof for all purposes (the "Westbrook Property"); and

WHEREAS, the Wright Owners are the owners and holders of two (2) easements created in that certain Partition Deed dated effective on or about July 7, 1983 and recorded in Volume 1197, Page 778 of the Real Property Records of Parker County, Texas (collectively the "Easements"); and

WHEREAS, Bailey is executing a Special Warranty Deed to the Wright Owners concurrently with this Declaration conveying a tract of land owned by Bailey that will provide access from the Wright Property to Jenkins Road (the "Access Deed"); and

WHEREAS, in exchange for the Access Deed and the agreement by Westbrook to similarly restrict the Westbrook Property the Wright Owners now desire to place restrictions on the Wright Property in accordance with this Declaration and to terminate their rights to the Easements described herein; and

WHEREAS, in exchange for the agreement by the Wright Owners to similarly restrict the Wright Property and to terminate their rights to the Easements, Bailey and Westbrook now desire to place restrictions on the Westbrook Property and Bailey Property and to provide the Access Deed; and

WHEREAS, The Wright Property, the Bailey Property and the Westbrook Property shall be collectively referred to herein as the "Restricted Property"; and

WHEREAS, Bailey would not have executed and delivered the Access Deed to the Wright Owners without the agreement by the Wright Owners to enter into this Declaration.

NOW THEREFORE, in consideration of Ten Dollars (\$10) and other good and valuable considerations including the consideration expressly set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Wright Owners, Bailey and Westbrook do hereby declare that all of that the Wright Property described on Exhibit "A" attached hereto, and all of the Bailey Property described in Exhibit "B-1" and "B-2" attached hereto, and all of the Westbrook Property described in Exhibit "C" attached hereto shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to the following easements, covenants, conditions, restrictions, charges, liens and regulations (collectively "the Restrictions") as set forth in Article One below and further agree and declare the Easements are terminated as set forth in Article Two below.

Article One - Conditions, Covenants, and Restrictions

- 1.01 A. General Declaration by Wright. The Wright Owners hereby declare that the Wright Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens and regulations of this declaration and the property, any part thereof and each tract, lot, dwelling and common area thereof shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to the terms of this Declaration, which easements, covenants, conditions, restrictions, charges, liens and regulations shall be perpetual and run with the title to the Wright Property and shall be binding upon the Wright Owners and their heirs, executors, administrators and inure to the benefit of Bailey and all Owners and Occupants of the Wright Property and any tract, lot, and dwelling.
- B. General Declaration by Bailey. Bailey herby declares that the Bailey Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens and regulations of this declaration and the property, any part thereof and each tract, lot, dwelling and common area thereof shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to the terms of this Declaration, which easements, covenants, conditions, restrictions, charges, liens and regulations shall be perpetual and run with the title to the Bailey Property and shall be binding upon Bailey and its heirs, executors, administrators and inure to the benefit of all Owners and Occupants of the Bailey Property and any tract, lot, and dwelling.
- C. General Declaration by Westbrook. Westbrook herby declares that the Westbrook Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens and regulations of this declaration and the property, any part thereof and each tract, lot, dwelling and common area thereof shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to the terms of this Declaration, which easements, covenants, conditions, restrictions, charges, liens and regulations shall be perpetual and run with the title to the Westbrook Property and shall be binding upon Westbrook and its heirs, executors, administrators and inure to the benefit of all Owners and Occupants of the Westbrook Property and any tract, lot, and dwelling.

- Use Restriction. No part of the Restricted Property, or improvements thereon, shall be used for any purpose other than agricultural purposes and/or a Single Family Residence and appurtenant structures and improvements related thereto, and without limiting the foregoing, the construction of any duplex, triplex, quadplex apartment house, or other multi-tenant building is expressly prohibited. For purposes of the foregoing "Single Family" means a (i) group of individuals related by blood, adoption, or marriage, (ii) any caregiver employed by the owner who resides at the Residence on a full or part time basis, (iii) other relatives of the owner if living with the owner, (iv) two unrelated persons living together as one housekeeping unit, provided that it is clear that their collective intention is to live together permanently, or (v) two unrelated persons who are joint owners of the Residence, and "Residence" means a single family residential dwelling constructed, or to be constructed, used as a dwelling by a Single Family. A Residence may be leased as a Residence in whole, but not in part, for a period of no less than one (1) year. No part of the Restricted Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other non-residential purposes. This restriction does not prohibit an owner from using a Residence for personal business, or professional purposes, provided that: (i) such use is incidental to the Residence's residential use; (ii) such use conforms to all applicable laws and ordinances; (iii) there is no external evidence of such use, including, without limitation, external signage, excessive number of cars parked outside of the Residence, or the emission of odors; (iv) there is no interference with any other Residence owner's use and enjoyment of the owner's property; (v) such use does not entail excessive deliveries to, or pickups from the Residence by the public, employees, suppliers, or clients, and (vi) such use does not produce excessive noise not commonly found in a residential neighborhood.
- 1.03 <u>Limits for Re-subdivision of Property</u>. If any of the Restricted Property is hereafter subdivided, all lots or tracts created thereby will not be less than two (2) acres in size. After any subdivided tract or lot out of the Restricted Property has been conveyed to an owner, such lot or tract may not be further subdivided and transferred for the purpose of creating an additional tract or lot upon which a single-family residence may be built, unless such newly subdivided tract and the remaining lot or tract (following the subdivision) is at least two (2) acres. Notwithstanding the foregoing, nothing herein shall prevent the Owners of any lot or tract from selling a portion of their lot or tract to a contiguous Tract Owner for the sole purpose of enlarging a lot or tract's size but not for the construction of an additional single-family residence.
- Improvements. Not more than one primary Single Family Residence and related improvements shall be built on any lot or tract. The primary single-family residence placed upon a lot or tract shall contain a minimum of 2,500 square feet of living space, inclusive of porches and garages. Any secondary structure to be used as a temporary residence/pool cabana or guest quarters shall not be larger than 800 square feet, inclusive of porches. All garages shall have a capacity of not less than two full size automobiles and shall be rear or side entry. All buildings, residences, structures, and other improvements erected, altered, or placed on a lot or tract shall be of new material construction. No main dwelling shall be constructed unless the design meets with the requirements of what is commonly known as frame construction or better. All outbuildings, to the extent not of "frame" construction, shall be built in accordance with commonly used construction requirements. Except as authorized hereunder, no structure of a temporary character,

trailer, mobile home, tent, shack, garage, barn, or outbuilding shall be used on a lot or tract at any time as a residence.

- Temporary Buildings, Prefabricated Structures, Recreational Vehicles and Outdoor Equipment. No temporary building, trailer, or building under construction shall be used, temporarily or permanently, as residence on any lot or tract out of the Restricted Property except as temporary sleeping or living quarters required or desirable for security purposes. Prefabricated or factory-built structures shall not be permitted on any part of the Restricted Property, and such manufactured units shall not be employed as elements in the construction or structures within the Wright Property. Temporary improvements or facilities used solely in connection with and only during the period of the construction of approved permanent improvements may be permitted. Upon completion of construction of any improvements or any dwelling, all construction machinery, tools and equipment, all unused construction materials, and all trash, debris and rubbish shall be immediately removed from the lot or tract or dwelling. Any bus, trailer, recreational vehicle, camper, truck with camper top, boat, boat trailer, self-propelled or towable equipment or machinery of any sort, or any like equipment must be reasonably screened from view. Wrecking and salvage yards and other similar businesses are specifically prohibited on any part of the Restricted Property. No junk vehicles, appliances, or vehicles in disrepair or neglect shall be stored, repaired, or displayed on any lot or tract or street within the Restricted Property.
- 1.06 <u>Setbacks</u>. There shall be a minimum of 50-foot setbacks from the current boundaries of the Restricted Property. In order to maintain as much natural screening as possible, there can be minimal clearing within 25 feet of the side and rear boundaries.
- 1.07 <u>Drainage and Grading</u>. It is the responsibility of every owner of any lot or tract out of the Restricted Property that all building sites should be raised and the lot or tract graded in such a way as to ensure that all runoff is positively directed away from the foundation of the house and any other structure(s) on all sides. All grading and construction of any kind, including but not limited to buildings, fences, and plants shall ensure that the pattern of drainage flow onto the downstream property shall be the same as existed prior to grading the lot.
- shall be permitted on a lot or tract, and no swine, exotic, or wild animals shall be allowed on any part of the Restricted Property. No part of the Restricted Property or any lot or tract shall be used for any commercial feedlot or kennel. All animals must be restricted and contained within appropriate fencing and housing. No animal shall be permitted to run freely away from its owner's tract and the animal must be controlled by a leash or trained to walk with the owner unleashed. All leash and licensing laws in effect in Parker County shall apply to these animal husbandry provisions. No animal shall be allowed to become a nuisance.
- 1.09 Motorcycles and ATV's. The use of motorcycles UTV's and ATV's shall be limited to on-and off road use. All motorcycles, UTV's and ATV's operated within the Restricted Property shall have mufflers installed in good condition which limits the exhaust noise to no more than 80 decibels ten (10) feet from the end of the exhaust pipe. No part of the Restricted Property shall be used as an off road course or trail for motorcycles, UTV's and/or ATV's.

- 1.10 <u>Driveways or Roadways</u>. Driveways and primary roadways shall be of concrete or asphalt material, tar and chip or all season gravel construction.
- shall be permitted or conducted on any part of the Restricted Property. Nothing herein contained, however, shall be deemed to prohibit the burning of wood, logs or charcoal in properly constructed or installed fireplaces, barbecue cookers or the like, whether inside or outside of any building or other structure located on any part of the Restricted Property. Notwithstanding the forgoing any owner of all or of any lot or tract out of the Restricted Property may during the development or construction of any improvements may burn cleared trees, brush and and/or debris from their property, if that owner shall have first obtained any necessary permit from any applicable governmental entity.
- 1.12 Fire Arms. The discharge of fire arms of any type on the Restricted Property is prohibited.
- 1.13 <u>Amendment</u>. This Declaration and the restrictions granted herein may only be modified, amended or terminated by an instrument in writing duly recorded in the Real Property Records of Parker County, Texas, executed and acknowledged by Bailey, Westbrook and each of the owners of the Wright Property at the time of such amendment.
- 1.14 Enforcement/Equitable Rights. These Restrictions may be enforced by any of the owners of the Wright Property (at the time of such alleged violation) and/or by Bailey and or by Westbrook. These Restrictions may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties hereto; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election or remedies or a waiver of any other rights or remedies available at law or in equity.
- 1.15 <u>Attorneys' Fees</u>. If any party to this document retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover attorneys' fees and court and other dispute resolution costs.
- 1.16 <u>Binding Effect</u>. The Restrictions created herein shall be effective as of the date hereof, shall run with the land burdened thereby, shall be binding upon all owners and occupants of the Wright Property or any part thereof and their respective successors and assigns, and shall inure to the benefit of the grantees of the Restrictions and their respective successors and assigns and to the benefit of Bailey, its successors and assigns.
- 1.17 <u>Enforceability</u>. If any term, covenant or restriction herein shall be invalid or unenforceable, the remainder shall not be affected thereby, and each term, covenant and restriction shall be valid and enforceable to the fullest extent permitted by law.

1.18 <u>Duration</u>. The restrictions set forth in this Declaration continue in perpetuity; provided, however that if such duration would violate any common law or statutory rule pertaining to the duration of restriction, then such restriction shall be limited to the shorter of (a) thirty (30) years, and (b) the longest period allowed by law.

Article Two - Termination of Easements

The undersigned Wright Owners do hereby irrevocably release and terminate any and all rights and interest they may own in the Easements granted or created in that certain Partition Deed dated effective on or about July 7, 1983, which Partition Deed is recorded in Volume 1197, Page 778 of the Real Property Records of Parker County, Texas. The Wright Owners hereby represent and warrant for themselves, individually that they have not transferred any right, title or interest in and to the Easements to any third party.

[SIGNATURES ON NEXT PAGE]

WRIGHT OWNERS:
Rose M. Wright Janecka
Patrick Hood Wright
Michael Layne Wright
Lance Christopher Wright
BAILEY:
Bailey Ranch a Texas Limited Partnership
By: Basbara Bailey McNeal, General Partner
By: Sandra R. Bailey, Trustee of the

James N. Bailey Family Trust (U/W James N. Bailey, Deceased,

General Partner

Westbrook Development Corporation

ney, President

WESTBROOK

WRIGHT OWNERS:
Rose M. Wright Janecka
Rose M. Wright Janecka
Patrick Hood Wright
M: L
Michael Layne Wright
Longo Chila La William
Lance Christopher Wright
BAILEY:
Bailey Ranch a Texas Limited Partnership
_
By:Barbara Bailey McNeal, General Partner
By:
Sandra R. Bailey, Trustee of the
James N. Bailey Family Trust
U/W James N. Bailey, Deceased.
General Partner
WESTBROOK:
Westbrook Development Corporation
By:
Fred Disney, President

WRIGHT OWNERS:
Rose M. Wright Janecka Tat L Steril By hil Patrick Hood Wright
Patrick Hood Wright
Michael Layne Wright
Lance Christopher Wright
BAILEY:
Bailey Ranch a Texas Limited Partnership
By:Barbara Bailey McNeal, General Partner
Sandra R. Bailey, Trustee of the James N. Bailey Family Trust U/W James N. Bailey, Deceased, General Partner
WESTBROOK:
Westbrook Development Corporation
By:Fred Disney, President

Rose M. Wright Janecka Patrick Hood Wright Michael Layne Wright Lance Christopher Wright BAILEY: Bailey Ranch a Texas Limited Partnership By: Barbara Bailey McNeal, General Partner By: Sandra R. Bailey, Trustee of the James N. Bailey Family Trust

STATE OF TEXAS	į
COUNTY OF PARKER	1

l, the undersigned, a notary public in and for said County ar at to he

The same of the sa	VIIUSC 11311116: 15 5101160 to	the foregoing instrumer	
me, acknowledged before executed the same voluntary			of said instrument, she
Given under my has	nd and official seal, this	a3 day of Ma	uch 2020.
NOTARY PUSH MY COMM. NOTARY	Y G RAZO JC STATE OF TEMAS EXP. 08/22/2023 ID 12622790-1	Notan Public	Rano
STATE OF TEXAS	§		
COUNTY OF PARKER	§ §		
acknowledged before me of executed the same voluntari	on this day, being info		I who is known to me, of said instrument, he
			2020,
		Notary Public	
STATE OF TEXAS	§		
COUNTY OF PARKER	§ § §		
I, the undersigned, a Michael Layne Wright whos acknowledged before me o executed the same voluntaril	n this day, being infor	MAD At the comtends of	
Given under my hand	l and official seal, this	day of	2020.
		Notary Public	
		INOTALY PUBLIC	

		Notary Public		
STATE OF TEXAS	§			
COUNTY OF PARKER	§ 8			
O O O I TAKKEN	8			
known to me, acknowledge	vnose name 1s d before me o	n and for said County and State, hereby certify signed to the foregoing instrument and who is n this day, being informed of the contents of ntarily on the day the same bears date.		
Given under my hand 2020.	d and official s	eal, this 23 day of Mouch		
Wichael of	Byre Wing	Notary Public		
	-	MIKAEL CROWE NOTARY PUBLIC-STATE OF TEXAS 10 # 13196735-3 COMM. EXP. 04-04-2023		
STATE OF TEXAS	§ §			
COUNTY OF PARKER	§			
is known to me, acknowledge	nt whose name ged before me	n and for said County and State, hereby certify is signed to the foregoing instrument and who on this day, being informed of the contents of starily on the day the same bears date.		
Given under my hand 2020.	l and official s	eal, this day of		
		Notary Public		

STATE OF TEXAS

I, the undersigned, a notary public in and for said County and State, hereby certify that Lance Christopher Wright whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this

2020.

Notary Public



Ми Омин векси Екрица.

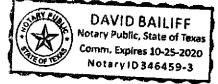
Symenhet 2, 2004

STATE OF TEXAS

COUNTY OF PARKER

the undersigned, a notary public in and for said County and State, hereby certify that Barbara Bailey McNeal, the General Partner of Bailey Ranch, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date in the capacity herein stated.

Given under my hand and official seal, this _



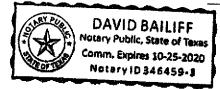
STATE OF TEXAS § COUNTY OF TARRANT §

I, the undersigned, a notary public in and for said County and State, hereby certify that Sandra R. Bailey, Trustee of the James N. Bailey Family Trust created under the will of James N. Bailey, the General Partner of Bailey Ranch whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date in the capacity herein stated.

Given under my hand and official seal, this

day of

2020



STATE OF TEXAS

8

COUNTY OF TARRANT

I, the undersigned, a notary public in and for said County and State, hereby certify that Fred Disney, President of Westbrook Development Corporation whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date in the capacity herein stated.

Given under my hand and official seal, this

day of

2020

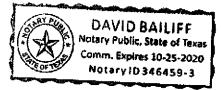


EXHIBIT "A" WRIGHT PROPERTY

TRACT 1:

Being a tract of land situated in the Eliza Oser 370 Acres Survey. Abstract No. 1031. Parker Caunty, Texas, some being that tract of land conveyed to Robert David Williams, David L. Wright, Courtenay Wright Boss, William H. Wright, Jr., Cafford F. Wright, Rose Maris Wright, Patrial Hood Wright, Michael Layne Wright, Rosellie M. Wright, guardian of the estate of Lance Christopher Wright, by deed resorded in Volume 1197, Page 778, Deed Recerds of Parker County, Texas, (Tract 1), and being more particularly described by metes and bounds as follows:

COMMENCING et a 1/2 leich iran rad faund for corner, sold corner being the Southwest corner of that tract of land conversed to Balley Runch, a Texas Limited Partnership (only as to an undivided TBK awnership interest), by deed recorded in Yolume 2018, Page 163, Deed Records of Parker County, Texas and lying along the North line of a tract of land conveyed to Not R. Balley and wife, Eleine D. Balley, by deed recorded in Yolume 279, Page 415, Deed Records of Parker County, Texas (Tract 3) and being a Southwest corner of the remainder of Williams/Wiright tract (Tract 2);

THEMCE North 00 degrees 40 minutes 11 seconds West, along the West line of sold Boiley Banch tract, a distance of 1251.46 feet to a point for normer, asid corner being a hormost corner of sold remainder of Williams/Wright tract (Tract 2), and being the POINT OF BEGINNING of that tract herein described;

THENCE South 89 degrees 09 minutes 23 seconds West, along a North line at said remainder of Williams/Wright tract (Treet 2), a distance of 704.18 test to a goint for corner, said corner being a Northwest corner at said remainder at Williams/Wright tract (Tract 2), and lying along the East line at said Solley tract (Tract 4):

THENCE North 02 degrees 40 minutes 12 seconds West, along the East line of sold Balley tract (Trest 4), a distance of 415.10 feet to a point for carner, sold corner baleg the Southwest corner of indian Springs, on Addition for Porter County, Yeven, exceeding to the Map or Plot thereof recorded in Cabinet 8, Silds 229, of the Map or Plot Records of Parker County, Yeven, from which a fence pest found bears North 80 degrees 04 minutes 40 seconds West, a distance at 1.01 feet for witness.

THENCE North 88 degrees 08 minutes 33 seconds East, along the South line of sold indian Springs Addition, possing at a distance of 844.24 feet to a 1/2 inch from red found ordine for reference and continuing a total distance of 704.16 test to a 1/2 inch from rad found for corner, said corner lying along the West line of said Balley Ranch tract (Tract 6);

THENCE South OC degrees 40 infourer to seconds East, along the West line of sold Bulley Banch tract (Tract 6), a distance of 419.10 feet to the PDRC OF BECOMMING and consolning 295,119 square feet or 6.78 scree of land.

TRACT 2:

Baing a tract of land studeed in the John G. Whay 320 Acres Survey, Abstract No. 1630, Parker County, Texas, some being that tract of land conveyed to Robert David Milliams, Corid L. Wright, Couriency Wright Bass, Milliam H. Wright, Jr., Ciliford F. Wright, Rose Marie Wright, Patrick Hood Wright, Michael Lagne Wright, Rassille M. Wright, guardish of the estate of Lance Christopher Wright, by dood recorded in Yearns 1127, Page 778, Deed Records of Parker County, Texas, (Fract 2), and being more particularly described by make and bounds as follows:

BECINENG et a 1/2 inch iron rod faund for garner, sald corner being the Southwest corner of that troot of lend cornered to Bailey Rench, a Turon Limited Partnership (only as to an undirided 78% cunerable interest), by deed recorded in Volume 2018, Page 183, Deed Records of Parker County, Texas and thing stong the North line of a troot of land conveyed to North R. Salley and wife, Elebes D. Bailey, by deed recorded in Volume 279, Page 415, Beed Records of Parker County, Texas (Tract 1):

THENCE South 89 degrees US minutes 23 seconds West, along the Morth line of sold Solley tract (Tract 3), a distance of 704.17 feet to a 1/2 inch from rad found for corner, sold corner being on 'et' corner of sold Solley tract (Tract 4);

THEMEE North OD degrees 40 minutes 12 seconds West, along the East line of sold Balley tract (Tract 4), a distance at 1261.46 feet to a point for corner, sold corner being a Southwest corner at the remainder of Milliams/Milght tract (Tract 1);

THENCE North 89 degrees 09 minutes 23 seconds East, along a South line of sold remainder of Williams/Wright treet (Tract 1), a distance of 704.18 feet to a point for corner, said corner lying along the West line of sold Balley Ranch treet (Tract 6);

THENCE South 00 degrees 40 minutes 11 seconds East, along the West line at sold Balley Ranch treat (Tract 6), a distance of 1281.48 feet to the PORT OF REGISSING and containing 888,284 square test or 20.39 acres of lond.

EXHIBIT "B-1" BAILEY PROPERTY

RELEASE TRAC-REMAINDER TRACT 6
221,873 SQUARE FEET OR 5.093 ACRES
E. OXER SURVEY, ABSTRACT NUMBER 1031
I. WRAY SURVEY, ABSTRACT NUMBER 1639
PARKER COUNTY, TEXAS

PROPERTY DESCRIPTION

BEING a tract of land situated in the E. Oxer Survey, Abstract Number 1031 and the J. Wray Survey, Abstract Number 1639. Parker County, Texas, said tract of land being a portions of Tract 6 as described in the deed to Badey Ranch, as recorded in Volume 2018, Page 163, Official Public Records, Parker County, Texas (OPRPCT), said tract being more particularly described by metes and bounds as follows: (Bearings referenced to U.S. State Plane Gnd 1983 - Texas North Central Zone (4202) NAD83 as established using GPS Technology in conjunction with the RTK Cooperative Network. All distances are at ground):

COMMENCING at a 1/2 inch iron rod found for the northwest corner of said Tract 6, same being the northeast corner of Indian Springs, an Addition in Parker County, Texas, according to the plat recorded in Plat B, Slide 229, Plat Records, Parker County, Texas (PRPCT), same being in the south line of Lot 35, West Oak Homesites, Section I, according to the Plat being corrected in Volume 360-A, Page 34, PRPCT;

THENCE South 00'41'58" East, with the common line of said Tract 6 and said Indian Springs, a distance of 1135-25 feet to a 1/2 inch iron rod found for the southeast corner of said Indian Springs, same being the northeast corner of a tract of land described by deed to Lance C. Wright, as recorded in Volume 1197, Page 778, Deed Records, Parker County, Texas (DRPCT), and being the POINT OF BEGINNING of the hereon described tract;

THENCE North 89°13'47° East, over and across said Tract 6, a distance of 332 61 feet to a point in the centerline of a creek; THENCE generally along the centerline of a creek and continuing over and across said Tract 6 the following courses and distances:

South 26'46'43" East, a distance of 29.11 feet;

South 11'43'41" West, a distance of 59.44 feet,

South 60"21'20" East, a distance of \$8.99 feet;

South 02"18'28" West, a distance of 62.41 feet:

South 86°21'44" East, a distance of 88.15 feet;

South 65°49'19" East, a distance of 40.67 feet;

South 24'06'36" East, a distance of \$2.28 feet; South 31"55'41" West, a distance of 37.11 feet;

South 50'32'30" West, a distance of 80 54 feet;

South 42'46'04" West, a distance of 122.18 feet:

South 36*46'23" West, a distance of 30.50 feet;

South 13'21'48" West, a distance of 73.05 feet;

South 53'24'33" West, a distance of 48.65 feet,

South 60°24'15" West, a distance of \$9.81 feet;

South 20"15"25" West, a distance of 38.69 feet;

South 47"37'23" West, a distance of \$6.95 feet;

South 44"38'45" West, a distance of 129.42 feet,

South 28°46'10' West, a distance of 48.27 feet to a point in the east line the said wright tract;

THENCE North 00'41'58" West, with the common line between said Tract 6 and the said Wright tract, a distance of 799.04 feet to the POINT OF BEGINNING and containing 221,873 square feet or 5.093 acres of land.

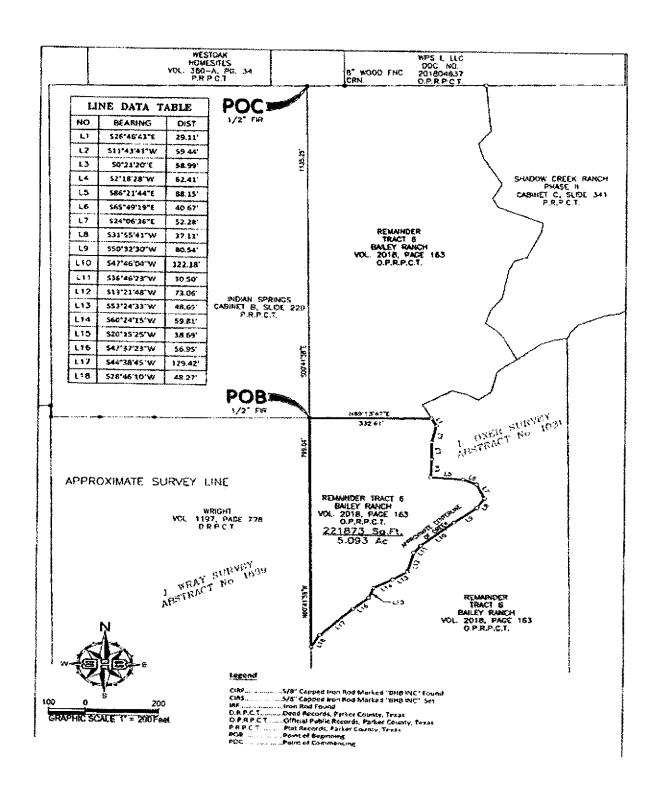


EXHIBIT "B-2" BAILEY PROPERTY

REMAINDER TRACT 83,026 SQUARE FEET OR 1,906 ACRES 1. WRAY SURVEY, ABSTRACT NUMBER 1639 PARKER COUNTY, TEXAS

PROPERTY DESCRIPTION

BEING a tract of land situated in the J. Wray Survey. Abstract Number 1639, Parker County, Texas, said tract of land being a portion of Tract No. 3 described in the deed to Noel R. Bailey and wife, Eliane D. Bailey, as recorded in Volume 279, Page 416, Deed Records, Parker County, Texas [DRPCT), said tract being more particularly described by metes and bounds as follows: (Bearings referenced to U.S. State Plane Grid 1983 - Texas North Central Zone (4202) NAD83 as established using GPS Technology in conjunction with the RTK Cooperative Network, All distances are at ground):

BEGINNING at a 1/2 inch iron rod found for the west corner of said Bailey tract, same being the southwest corner of a tract of land described in deed to Lance C. Wright, as recorded in Volume 1197, Page 778, (DRPCT), and in the east line of a tract of land described to Westbrook Development Corporation, a recorded in Document Number D201716435, (OPRPCT);

THENCE North 89'16'39'East, with the common line of said Tract 3 and said Wright tract, a distance of 325.01 feet to a point for corner (PFC) in the approximate centerline of an unnamed creek;

THENCE generally along the centerline of said creek the following courses and distances:

South 08°20'18" West, a distance of 7.20 feet to a PFC;

South 14"46'36" East, a distance of 71.93 feet to a PFE;

South 62*28'25" East, a distance of 44.15 feet to a PFC;

South 50'06'36" East, a distance of 75.90 feet to a PEC;

North 58'26'28" East, a distance of 51.11 feet to a PFC;

South 45°47'30" East, a distance of 8,91 feet to a PFC;

South 33"43"15" East, a distance of 29.07 feet to a PFC;

South 07*40'53" West, a distance of 69.81 feet to a PTC;

South 37°14'57" West, a distance of 51.85 feet to a PFC;

South 26*54'59" West, a distance of 26.00 feet to a PFC;

South 00"35"53" West, a distance of 76.53 feet to a PEC;

South 25'46'51" West, a distance of 45.46 feet to a PFC in the accepted east right of way of Jenkins Road;

THENCE with the accepted east right-of-way line of said lenkins Road the following courses and distances:

North 46°29'48" West, a distance of 124.80 feet to a PFC;

North 56°21'54" West, a distance of 121.13 feet to a PFC:

North 52°52'44" West, a distance of 163 38 feet to a PEC;

North 63°41'25"West, a distance of 108.97 feet to a PFC;

THENCE North 00'44'14" West, departing the east right of way of said Jenkins Road and with the common line of said Bailey Tract and said Westbrook tract a distance of 48.16 feet to the POINT OF BEGINNING and containing 83,026 square feet or 1.906 acres of land.

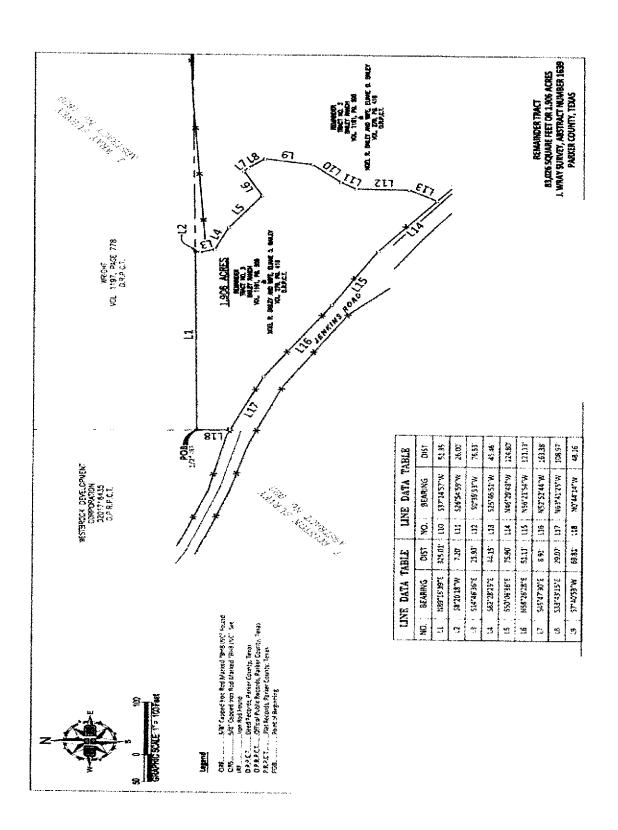


EXHIBIT "C" WESTBROOK PROPERTY

Description for a tract of land in the Thomas Rolston Survey, Abstract Number 923, the Eliza Ozer Survey, Abstract Number 1031, and the James S. Oxer Survey, Abstract Number 1029, Parker County, Texas, and being a portion of "Fourth Tract" as described in a deed to Bailey Ranch, a Texas limited partnership, recorded in Volume 1161, Page 505, Deed Records, Parker County, Texas, said Fourth Tract more particularly described as "Tract No. 4" in a deed to Noel R. Bailey and wife, Elaine D. Bailey, recorded in Volume 279, Page 415, Deed Records, Parker County, Texas, and being described as one (1) tract by metes and bounds as follows:

Beginning at a 5/8" iron pin found for the most northerly northeast corner of said Fourth Tract, said pin lying by deed call, 119 varas north of the northeast corner of the Thomas Rolston (Rafston) Survey;

Thence South 00°44'22" East generally along a fence, at approximately 990 feet passing the top of a bluff, at 1,719.85 feet passing a 1/2" iron pin found for the southwest corner of a tract of land described in a deed to Rose Marie Wright, Patrick Hood Wright, and Michael Layne Wright, recorded in Volume 1197, Page 778, Deed Records, Parker County, Texas, in all, a total distance of 1784.72 feet along the east line of said Fourth Tract to the center of Jenkins Road:

Thence along the approximate center of Jenkins Road the following courses and distances:

North 73°46'50" West a distance of 106.72 feet;

North 67°31'27" West a distance of 133.05 feet:

North 59°46'25" West a distance of 160.93 feet:

North 53°27'37" West a distance of 406.87 feet:

North 53°44'38" West a distance of 262.58 feet:

North 53°14'50" West a distance of 246.36 feet;

North 47°57'24" West a distance of 76,48 feet;

North 34°21'50" West a distance of 125.98 feet;

North 38°11'43" West a distance of 97.23 feet;

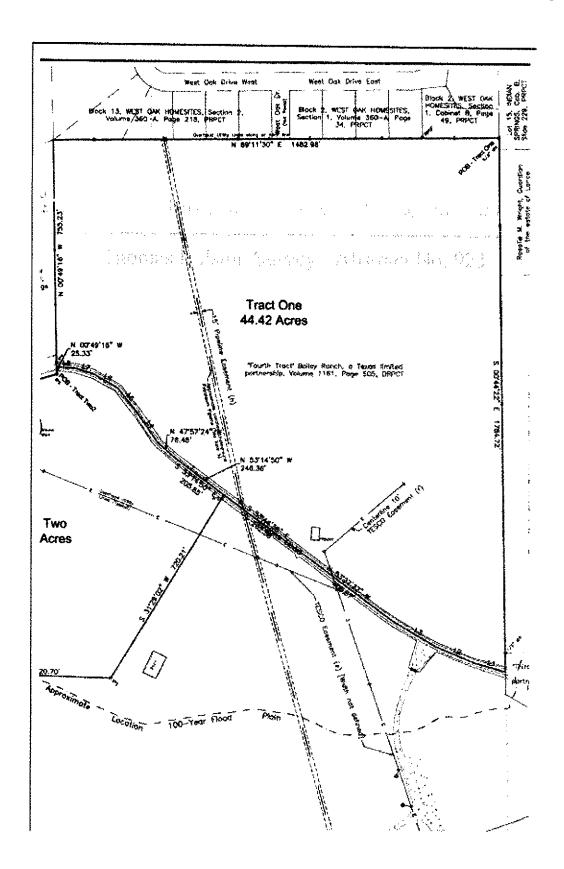
North 60°11'16" West a distance of 93.14 feet;

North 72°39'51" West a distance of 62.47 feet;

North 85°23'50" West a distance of 66.28 feet to the easterly west line of said Fourth Tract;

Thence North 00°49'16" West at 15.00 feet passing a 1/2" iron pin set with yellow cap stamped "AREA SURVEYING" and continuing generally along a fence, in all, a total distance of 755.23 feet to a wood fence post for the most northerly northwest corner of said Fourth Tract;

Thence North 89°11'30" East at 1,228,24 feet passing 3,44 feet SOUTH of a railroad spike found, in all, a total distance of 1482.98 feet to the Point of Beginning, said described tract containing 44,42 acres of land.



Return To

Rattikin Title Company 3707 Camp Bowle Blvd, #120 Fort Worth, Texas 76107

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dila Deakle

202009560 04/08/2020 11:50:08 AM Fee: \$110.00

Lila Deakle, County Clerk Parker County, Texas

DECLARE