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

PRIVATE ROAD MAINTENANCE AGREEMENT

STATE OF TEXAS

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COUNTY OF HAYS

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This Private Road Maintenance Agreement dated the 19th day of July, 2013 (herein, the "Agreement") is agreed upon and entered into by Terri White and Elynn J. Russell, who are herein collectively referred to as "Owners" or "Owner."

WHEREAS, each Owner and party hereto owns the certain tract or tracts of land being fully described on Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, each of the above described tracts of land is provided access to and from one or more dedicated public roadways by a private road commonly known as "FM 165", said private road being more fully described by metes and bounds attached hereto as Exhibit "B" (herein, the "Private Road"); and

WHEREAS, said access to and use of the Private Road is necessary to the use and enjoyment of the Owners' respective properties, and all parties hereto wish to provide for maintenance and upkeep of the Private Road.

NOW THEREFORE, for and in consideration of the mutual rights and obligations hereinafter expressed, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Owners agree as follows:

1. In consideration of the mutual covenants contained in this Agreement, Terri White hereby agrees to assume all expense and responsibilities reasonably necessary to maintain the Private Roads as all-weather ingress and egress roadways suitable for customary and normal vehicular and pedestrian traffic.

However, in the event any Owner (or person from whom an Owner is responsible) shall cause any damage to the Private Roads, that

Owner shall be solely liable for the restoration thereof and for any other costs or expenses incurred in connection therewith.

2. The Owners agree to do nothing to disturb the integrity of, or interfere with the use of, the Private Roads.
3. This Agreement shall be perpetual and binding on the Owners' heirs, successors and assigns.

EXECUTED this 19th day of July, 2013
TERRI WHITE ELYNN J. RUSSELL

STATE OF TEXAS

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COUNTY OF HAYS

This instrument was acknowledged before me on this 9th day of August, 2013 by TERRI WHITE.



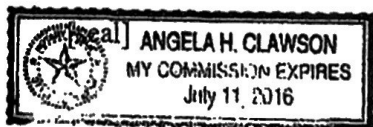
Marla Marie Favors
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS

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COUNTY OF HAYS

This instrument was acknowledged before me on this 19 day of July, 2013 by ELYNN J. RUSSELL.



Angela H. Clawson
Notary Public in and for the State of Texas
My Commission Expires: July 11, 2016