MAR 13 2023



JOHNSON COUNTY BY

April Long
County Clark, Johnson County Texas
BY_______DEPUTY

COMMISSIONERS COURT

Christopher Boedeker
County Judge

Rick Bailey Commissioner Precinct 1 Kenny Howell Commissioner Precinct 2 Mike White Commissioner Precinct 3 Larry Woolley Commissioner Precinct 4

THE STATE OF TEXAS
\$
COUNTY OF JOHNSON
\$
ORDER 2023-23

ORDER APPROVING PLAT

WHEREAS, Chapter 232 of the Texas Local Government Code requires the owner of a tract of land located outside the limits of a municipality to have a plat of the subdivision prepared if the owner divides the tract of land into two or more parts to lay out: (1) a subdivision of the tract, including an addition; (2) lots; or (3) streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks or other parts; and

WHEREAS, an application for a plat of a subdivision has been presented to the Public Works Department of Johnson County; and

WHEREAS, the application for the plat of the subdivision meets the requirements of Chapter 232 of the Texas Local Government Code and the requirements of the Subdivision Rules and Regulations of Johnson County, Texas as currently amended; and

WHEREAS, a motion was made by Commissioner White, Pct. 3 and seconded by Commissioner Bailey, Pct. 1 that stated: "I make the motion to approve for filing purposes only, a Plat of Sunshine Country Acres, Phase II, Lots 1-6, Block 1, in Precinct 3 and clarify that the filing of the plat which dedicates roads and streets to the public does not make those roads and streets county roads subject to county maintenance."

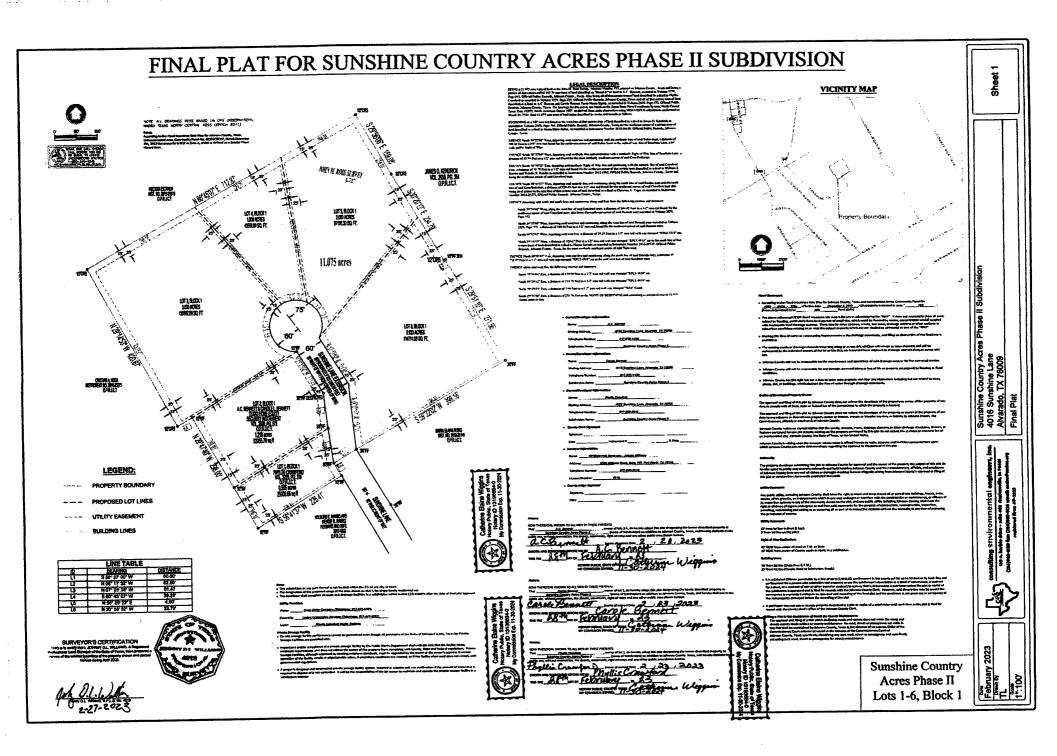
Said motion was approved by a vote of the Commissioners Court on the 13th day of March 2023.

NOW THEREFORE BE IT RESOLVED AND ORDERED:

The Commissioners Court of Johnson County, Texas does hereby enter this Order approving the Plat of Sunshine Country Acres, Phase II, Lots 1-6, Block 1, in Precinct 3 for filing purposes only and clarifying that the filing of the plat which dedicates roads and streets to the public does not make those roads and streets county roads subject to county maintenance.

WITNESS OUR HAND THIS, THE 13TH DAY OF MARCH 2023.

| Christopher Boedeker, Voted: yes, | Johnson County Judgeno, abstained |
|--|---|
| The state of the s | Lan Houce |
| Rick Bailey, Comm. Pct. 1 Voted: abstained | Voted: yes, no, abstained |
| Mike White | |
| Mike White, Comm. Pct. 3 Voted: yes, no, abstained | Larry Woolley, Comm. Pct. 4 Voted: yes, no, abstained |
| ATTEST: April Long, County Clerk | SECONERS COLUTION |



Date: 03/07/2023

Approved

AGENDA PLACEMENT FORM

(Submission Deadline – Tuesday, 12:00 PM before Regular Court Meetings)

| Meeting Date: 03/13/2023 | | | | |
|---|--|--|--|--|
| Submitted By: Julie Edmiston | | | | |
| Department/Office: Public Works | | | | |
| Signature of Director/Official: | | | | |
| Agenda Title: Plat Approval | | | | |
| Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary): Consideration of Order 2023-23, Order Approving Final Plat of Sunshine Country Acres, Phase 2, Lots 1-6, Block 1 in Precinct 3 - Public Works Department | | | | |
| Crest Water | | | | |
| (May attach additional sheets if necessary) | | | | |
| Person to Present: Jennifer VanderLaan | | | | |
| (Presenter must be present for the item unless the item is on the Consent Agenda) | | | | |
| Supporting Documentation: (check one) PUBLIC CONFIDENTIAL | | | | |
| (PUBLIC documentation may be made available to the public prior to the Meeting) | | | | |
| Estimated Length of Presentation: 10 minutes | | | | |
| Session Requested: Action Item (Action Item, Workshop, Consent, Executive) | | | | |
| Check All Departments Requiring Notification: | | | | |
| County Attorney IT Purchasing Auditor | | | | |
| Personnel Public Works Facilities Management Facilities Management | | | | |
| Other Department/Official (list) | | | | |

Date: 3/6/2023



AGENDA PLACEMENT FORM
(Submission Deadline – Tuesday, 12:00 PM before Regular Court Meetings)

| Meeting Date: <u>03/13/2023</u> |
|---|
| Submitted By: Julie Edmiston |
| Department/Office: Public Works Signature of Director/Official: |
| Agenda Title: Irrevocable Letter of Čredit Approval |
| Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary): Consideration of Approval of Irrevocable Letter of Credit number 23001 from Andrew C Bennett for the sum of \$46,000 secured by First National Bank of Burleson, for the Construction of Roads, Streets, Drainage, and Signage for Sunshine Country Acres, Phase II in Precinct 3-Public Works Department (May attach additional sheets if necessary) |
| Person to Present: Jennifer VanderLaan |
| (Presenter must be present for the item unless the item is on the Consent Agenda) |
| Supporting Documentation: (check one) PUBLIC CONFIDENTIAL |
| (PUBLIC documentation may be made available to the public prior to the Meeting) |
| Estimated Length of Presentation: 10 minutes |
| Session Requested: Action Item (Action Item, Workshop, Consent, Executive) |
| Check All Departments Requiring Notification: |
| County Attorney IT Purchasing Auditor |
| Personnel Public Works Facilities Management |
| Other Department/Official (list) |

IRREVOCABLE LETTER OF CREDIT

Borrower: Andrew C Bennett PO Box 1625

PO Box 1625 Burleson, TX 76097 Lender:

First National Bank of Burleson

Alsbury Office P O Box 699 Burleson, TX 76097

Beneficiary: CHRISTOPHER BOEDEKER, JOHNSON COUNTY JUDGE OR HIS SUCCESSOR IN OFFICE

NO.: 23001

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 02-28-2024 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Forty-six Thousand & 00/100 Dollars (\$46,000.00) (the "Letter of Credit"). These funds shall be made evailable to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: A. C. BENNETT HAS, AFTER DUE NOTICE, FAILED TO CONSTRUCT ROADS, STREET DRAINAGE, DRAINAGE WAYS OR SIGNAGE ON THAT CERTAIN TRACT OF LAND TO BE SUBDIVIDED AS SUNSHINE COUNTRY ACRES PHASE II, AN ADDITION TO JOHNSON COUNTY, TEXAS AS DESCRIBED MORE PARTICULARLY BELOW, BY NOVEMBER 30, 2023, IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN THE SUBDIVISION RULES AND REGULATIONS BY JOHNSON COUNTY, TEXAS AS APPROVED AND AMENDED ON NOVEMBER 14, 2011 AND FURTHER AMENDED THROUGH JANUARY 23, 2023, AND IN CONFORMANCE WITH THE PLAT APPROVED BY THE JOHNSON COUNTY COMMISSIONERS COURT.

THE LAND TO BE DIVIDED AS SUNSHINE COUNTRY ACRES PHASE II IS DESCRIBED GENERALLY AS APPROXIMATELY 11.075 ACRES OF LAND LOCATED IN THE JOHN M. ROSS SURVEY, ABSTRACT NO. 747, JOHNSON COUNTY, TEXAS.

CONSTRUCTION OF ROADS, STREETS, DRAINAGE, DRAINAGE WAYS AND SIGNAGE, ANY AND ALL ROADS, STREETS, DRAINAGEWAYS AND SIGNAGE SHALL BE CONSTRUCTED ON THAT CERTAIN TRACT OF LAND TO BE SUBDIVIDED AS SUNSHINE COUNTRY ACRES PHASE II, AN ADDITION TO JOHNSON COUNTY, TEXAS AS DESCRIBED PARTICULARLY ABOVE, BY NOVEMBER 30, 2023, IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN THE SUBDIVISION RULES AND REGULATIONS BY JOHNSON COUNTY, TEXAS AS APPROVED AND AMENDED ON NOVEMBER 14, 2011 AND FURTHER AMENDED THROUGH JANUARY 23, 2023, AND IN CONFORMANCE WITH THE PLAT APPROVED BY THE JOHNSON COUNTY COMMISSIONERS COURT.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER First National Bank of Burleson IRREVOCABLE LETTER OF CREDIT NO. 23001 DATED 01-24-2023," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate trensfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (ludicial, administrative, or executive).

TRANSFERES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Loan No: 23001 IRREVOCABLE LETTER OF CREDIT (Continued)

Page 2

| Dated: January 24, 2023 | | | | |
|---|--------------------|----------------------|--|--|
| LENDER: | | | | |
| FIRST MATIONAL DAME OF BURLECOM | | | | |
| FIRST NATIONAL BANK OF BURLESON | | | | |
| By: J. Adam Russell, Executive Vice President | | | | |
| ENDORSEMENT OF DRAFTS DRAWN: | | | | |
| Date Negotiated By | Amount In Words | Amount In Figures | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

TaivePro, Ver. 22.3.0.039. Cope. Emission USA Corporation 1997, 2023. All Rights Reserved. TX. CHCFIILPLIC43LOC.FC. TR-6454. PR-22

Date: 3/6/2023

Approved

AGENDA PLACEMENT FORM
(Submission Deadline – Tuesday, 12:00 PM before Regular Court Meetings)

| Meeting Date: 3/13/2023 | | | |
|---|--|--|--|
| Submitted By: Julie Edmiston | | | |
| Department/Office: Public Works | | | |
| Signature of Director/Official: | | | |
| Agenda Title: Variance | | | |
| Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary): Consideration of Variance to allow Lot 1, Block 1 of Sunshine Country Acres, Phase 2 to be Platted as .595 Acre and 143.06' of Road Frontage in Precinct 3. | | | |
| | | | |
| (May attach additional sheets if necessary) | | | |
| Person to Present: Jennifer VanderLaan | | | |
| (Presenter must be present for the item unless the item is on the Consent Agenda) | | | |
| Supporting Documentation: (check one) PUBLIC V CONFIDENTIAL | | | |
| (PUBLIC documentation may be made available to the public prior to the Meeting) | | | |
| Estimated Length of Presentation: 10 minutes | | | |
| Session Requested: Action Item (Action Item, Workshop, Consent, Executive) | | | |
| Check All Departments Requiring Notification: | | | |
| County Attorney IT Purchasing Auditor | | | |
| Personnel Public Works Facilities Management | | | |
| Other Department/Official (list) | | | |



Johnson County Public Works Department

David Disheroon / Director of Public Works

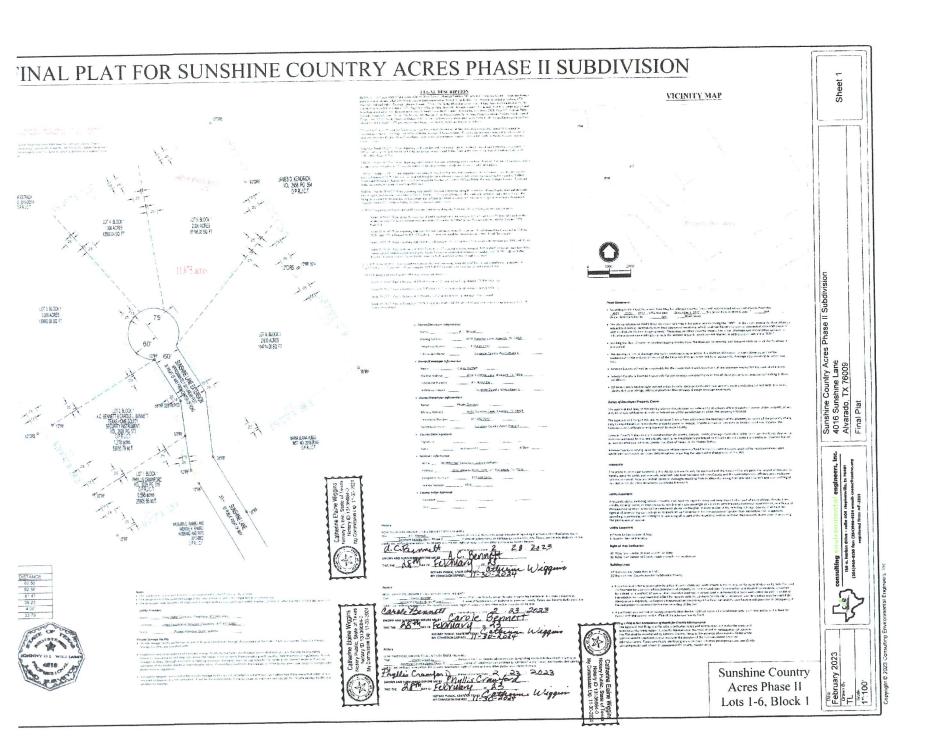
2 North Mill Street, Suite 305 Cleburne, Texas 76033 817-556-6380

VARIANCE REQUEST

Johnson County Subdivision Rules and Regulations outline what is acceptable under the adopted guidelines. To request a variance for a deviation or exception to that for a lot or tract (ex: road frontage, etc.) please provide the following information. This request will be presented to the Commissioner's Court for their decision.

| Owner . | Phyllis Crawford | Date <u>Feb.12, 2022</u> |
|----------|--|--------------------------|
| Phone # | \$ 17-658-3915 | |
| Email A | ddress <u>auntpheelovesme@gmail.com</u> | |
| Propert | y Information for Variance Request: | |
| Propert | ry 911 address 4020 Sunshine Lane, Alarado, Tx | 76009 |
| | | Lot_ <i>//A</i> |
| Survey_ | John M Ross Abstract 747 | Acreage <i>O-60</i> |
| Reason | for request To meet plating requirement | |
| | | |
| _ | | |
| Provide | the following with this request: | |
| | Copy of your plat if property has been platted | |
| 团 | Copy of property deed | |
| M | Survey or drawing showing existing structures | |

Revised 08/09/2017



BK 3 2 2 9 PG 0 3 1 9

10798Warranty Deed with Vendor's Lien

**This document is being re-recorded for the sole purpose of adding the correct legal description.

Date: MARCH 8, 2002

A.C. BENNET, A MARRIED PERSON, NOT JOINED HEREIN BY MY SPOUSE AS THE

Grantor:

PROPERTY CONSTITUTES NO PART OF MY BUSINESS OR RESIDENTIAL

HOMESTEAD

Grantor's Mailing Address:

A.C. BENNET P.O. BOX 1625

BURLESON, TEXAS 76097 JOHNSON COUNTY

Blue Star Title Inc. GF# 9201011-(NSP)

Grantee:

PHYLLIS CRAWFORD

Grantee's Mailing Address:

PHYLLIS CRAWFORD 4028 SUNSHINE LANE ALVARADO, TEXAS 76009 JOHNSON COUNTY

Consideration: CASH AND A NOTE OF EVEN DATE EXECUTED BY GRANTEE AND PAYABLE TO THE ORDER OF GRANTOR IN THE PRINCIPAL AMOUNT OF FORTY-SEVEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$47,700.00). THE NOTE IS SECURED BY A FIRST AND SUPERIOR VENDOR'S LIEN AND SUPERIOR TITLE RETAINED IN THIS DEED AND BY A FIRST-LIEN DEED OF TRUST OF EVEN DATE FROM GRANTEE TO STEVEN S. BROWN, TRUSTEE.

Property (including any improvements):

BEING A TRACT OF LAND OUT OF THE JOHN M. ROSS SURVEY, ABSTRACT NO 747. JOHNSON COUNTY, TEXAS, BEING A PORTION OF THAT "PARCEL A" CONVEYED BY DEED TO A.C. BENNET AS RECORDED IN VOLUME 1730, PAGE 805, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A FART HEREOF BY REFERENCE FOR ALL PURPOSES.

Reservations from Conveyance:

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2002 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; validly existing reservations or exceptions approved in writing by Grantee and described in Schedule B of the Owner Policy for Title Insurance issued to Grantee as part of this transaction; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of Improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, guifs, or oceans. (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) statutory water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

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 any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantes's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

BK2810PG0638

Notary Public, State of Texas

BK 3229PG 0320

When the context requires, singular nouns and pronouns include the plural.

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on

)

BENNET.

CONTROL CONTRO SARA J. BICKEL
Notary Public, State of Texas
My Commission Exp. 02-10-2003

PREPARED IN THE OFFICE OF: THE BROWN LAW FIRM, L.L.P. 1895 FORT WORTH HWY WEATHERFORD, TEXAS 76086 GF# 0201011-CV8B

AFTER RECORDING RETURN TO: PHYLLIS CRAWFORD 4028 SUNSHINE LANE ALVARADO, TEXAS 76009

WARNING -- THIS IS PART OF THE OFFICIAL RECORD DO NOT DESTROY

THE SALE RENTAL OR USE OF THE SALE RENTAL OR USE OF THE SALE PROPERTY BECAUSE OF THE SECOND UNDER FEDERAL LAW UNDER FEDERAL LAW UNDER Filed For Record APR 1 5'2002 County Clerk Johnson County Deputy



STATE OF TEXAS COUNTY OF JOHNSON

that I bereby cartify this instrument was FILED-on the date and at the time stamped hereon by use and was dely RECORDED in the OFFICIAL FUBLIC RECORDS OF JOHNSON COUNTY, TEXAS in the Volume and Page at shown bereal

> CURTIS H. DOUGLAS, C JOHNSON COUNTY, TEXAS

> > CURTIS COUNTY

GF NUMBER: 0201011-CVSB

EXHIBIT "A"

A survey of all that certain 0.60 acre tract or parcel of land out of the JOHN M. ROSS SURVEY, ABSTRACT NO 747, Johnson County, Texas, being a portion of that "Parcel A" conveyed by deed to A.C. Bennet as recorded in Volume 1730, Page 605, Official Public Records, Johnson County, Texas, and being more particularly described as follows:

BEGINNING at a steel rod found in place in the West line of said Sunshine Lane, for a corner, said corner being the Northeast corner of Lot 51, SUNSHINE COUNTRY ACRES, an unrecorded subdivision, located 743.3 feet North 30 degrees 00 minutes West and 460.0 feet South 60 degrees 00 minutes West, of the Southeast corner of said Bennett Parcel "A";

THENCE South 60 degrees 00 minutes West, 227.42 feet with the North line of Lot 51 to a steel rod found in place, for a corner;

THENCE North 30 degrees 00 minutes West, 110.0 feet to a steel rod found in place, for a corner;

THENCE North 60 degrees 00 minutes East, 257.11 feet with the South line of a 1.22 acre tract to a steel rod found in place in the West line of said lane, for a corner;

THENCE South 08 degrees 11 minutes 55 seconds East, 81.56 feet with the West line of said lane to a steel rod found in place, for a corner;

THENCE South 30 degrees 00 minutes East, 34.0 feet with the West line of said lane to the place of Beginning, containing 0.60 acre of land, more or less.

The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.

WARNING—THIS IS PART OF THE OFFICIAL RECORD DO NOT DESTROY

Filed For Record AMYPM

FEB 12 2004

County Clerk Johnson County
By Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER PEDERAL LAW.

STATE OF TEXAS COUNTY OF JOHNSON

That I hereby certify this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS JOHNSON COUNTY, TEXAS in the Volume and Page as shown hereon.

CURTIS H. DOUGLAS, COUNTY CLERK JOHNSON COUNTY, TEXAS