

Private Road Maintenance Agreement

This Private Road Maintenance Agreement ("Agreement") is entered into this ___ day of _____ 2021, by and amongst the undersigned parcel owners ("Participating").

- A. Colony Line Trail is a private road situated within the County of Caldwell, Texas, as more particularly be metes and bounds as follows (the "Roadway Property"):

Being a 60' Wide Access Easement Situated in Caldwell County, Texas and being a part of the _____ Survey and

- B. The undersigned Participating Owners are the owners or users of the Roadway Property.
- C. It is understood that the private roadway will be maintained in perpetuity by the property owners of The Ranches of Colony Line Trail and that Caldwell County will never accept or maintain the private roadway unless it meets the county standards in effect on the date of Caldwell County's acceptance thereof. The costs of any improvements, maintenance or repairs required to reach that standard shall be borne by the current landowners at the time of the request for acceptance, not by the developer or Caldwell County. Every deed conveying any tract is required to contain a notice to the grantee that the private roadway is exclusive and private to the Owners and their guests. All grantees are required to acknowledge receipt or said notice and of this agreement, that they have read them and accept the conveyance subject to the terms and restrictions therein. Every owner shall have the right and easement in and to the private roadway which shall be appurtenant to and shall pass with the title to the tracts conveyed out the property, subject to the grantor's right to dedicate or transfer all of the roadway to any public agency for purposes grantor might decide and subject to such conditions as may be agreed to by the grantor. No such dedication or transfer shall be effective unless the instrument has been signed by three – quarters (3/4) of the parcel owners agreeing to such dedication or transfer that has been recorded. Grantors make no warranty that the roadway will ever be dedicated since it is the intent to retain private ownership to restrict the use by the public. Every owner and their guests or assignees shall have a right to the use and benefit of the private roadway and utilities easement for ingress and egress to their tract or tracts and utilities passage across or under.**

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Road Commission Agent.
 - 1.1 A Road Commission Agent shall be elected by a majority of the Participating Owners. The Road Commission Agent will serve a term as agreed to by the Participating Owners and shall be subject to removal by a majority vote of the Participating Owners. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain road surface standards.

1.2 Voting for Road Commission Agent. Each Participating Owner who owns a portion of the Parent Tract shall have one vote. For the purpose of this section, the Parent Tract shall be defined as that certain 148.759 acres of land, more or less, in the _____ Survey, Caldwell County, Texas and being more particularly described by metes and bounds in that certain Warranty _____ Deed _____ with _____ . The Road Commission Agent will serve a term of one year, or as otherwise agreed to by the Participating Owners and shall be subject to removal by a majority vote of the Participating Owners. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain road surface standards.

1.3 Initial Road Commission Agent. The initial Road Commission Agent shall be Chad Edwards. Chad Edwards will serve as Road Commission until such a time as Road Runner Ranch Partnership LLC, no longer has ownership of any tracts within The Ranches of Colony Line Trail. Upon such time as Road Runner Ranch Partnership, LLC no longer owns any of the tracts, the Participating Owners may vote to appoint a new Road Commission Agent. Chad Edwards and/or Road Runner Ranch Partnership, LLC may designate a new Road Commission Agent at any time so long as Road Runner Ranch Partnership, LLC own at least one tract of The Ranches of Colony Line Trail.

2. Road Maintenance and Road Improvements. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access, ingress, egress and passage by the Participating Owners and by the emergency vehicles. A majority vote of the Participating Owners is required to approve any proposed road improvements and related contracts with a value in excess of \$1,500.00. Before authorizing expenditures for future road improvements, Participating Owners be notified by the Road Commission Agent, cost estimates will be provided and a majority agreement will be required. A Participating Owner may not perform road maintenance or improvements. In case of emergency a Participating Owner may perform such work and shall be solely responsible for the costs incurred. Reimbursement shall require a majority vote of Participating Owners. All road maintenance shall be conducted in a manner sufficient to allow proper water runoff from Colony Line Trail and surrounding drainage areas.

3. Cost Sharing. Road maintenance and road improvements shall be shared equally amongst the Participating Owners sharing access to the Roadway Property. The Road Commission Agent shall provide the Participating Owners an updated copy of the cost allocations whenever the cost allocation is amended.

4. Annual Maintenance Fee.

4.1 Prepayment. Prepayment of maintenance, improvement and emergency fund costs (the "Annual Maintenance Fee") will be made to the Road Commission Agent by each Participating Owner. On or before January 1 of each year, each Participating Owner will contribute their pro-rata share of the estimated annual cost for road maintenance, road improvements and emergency repair funding. The Road Commission Agent shall send each Participating Owner a notice of the annual payment due not less than two weeks prior to the due date.

- 4.2 Initial Annual Maintenance Fee. The initial annual payment for each Participating Owner shall be \$450.00. As time prevails, so do costs associated with the maintenance of the road. Let it be deemed that the Annual Maintenance Fee (AMF) will be revaluated annually by the Road Commission Agent and any change in the amount of the AMF will require a majority vote amongst the members.
- 4.3 Late Fees. If a Participating Owners Annual Maintenance Fee is not received by January 1, the Road Commission Agent may, in the sole discretion of the then acting Road Commission Agent, assess \$25.00 late fee for every month during which an Annual Maintenance Fee remains unpaid.
5. Tracts or Parcels are not permitted to be subdivided.
 6. Bank Account, Budget and Annual Report. The Road Commission Agent shall establish and maintain a bank account to hold the funds paid by the Participating Owners and to pay maintenance and improvement costs. All checks or payments issued from the account shall require the approval/signature of the Road Commission Agent. The Road Commission Agent shall also prepare and distribute to the Participating Owners an annual income and expense report and a year end balance sheet, accounting for all funds received and disbursed.
 7. Effective Term. This Agreement shall be perpetual, shall encumber and run with the land as long as the Roadway Property remains private.
 8. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
 9. Amendment. This Agreement may be amended only by three-quarters majority consent of all Participating Owners.
 10. Enforcement. This Agreement may be enforced by the Road Commission Agent, or any Participating Owner. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.
 11. Notices. Any notice required herein shall be sent to Participating Owners at the address or email address provided to the Road Commission Agent in writing by the Participating Owner. If an address of a Participating Owner is not known, a certified notice will be mailed to the address to which the Participating Owner's property tax bills are sent.
 12. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.
 13. Recording This Document. Original and amended copies of this document, including added signatures, shall be recorded by the Road Commission Agent into the Official Public Records of Caldwell County, Texas.

The parties hereto have executed the Agreement effective as of the date written above.