

ROADWAY MAINTENANCE AGREEMENT

THE STATE OF TEXAS
COUNTY OF MILAM

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GEORGE STEWART is the owner of that certain 2.869 acres tract of land (herein called the "Stewart/Becker Tract") out of the Jose Leal Survey, Abstract No. 29, Milam County, Texas, described in that certain instrument recorded in Volume 533, Page 284 of the Official Records of Milam County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, GEORGE STEWART has agreed to sell the above referenced tract to MICHAEL E. BECKER and wife, PATRICIA A. BECKER; and

WHEREAS, DAVID STANLEY is the owner of those certain 3.68 acres and 6.685 acres tracts of land (herein called the "Stanley Tracts") out of the Jose Leal Survey, Abstract No. 29, Milam County, Texas, described in instruments recorded in Volume ___, Page ___ and Volume ___, Page ___ of Official Records of Milam County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, WALTER L. DEAN is the owner of those certain 6.19 acres and 2.00 acres tracts of land (herein called the "Dean Tracts") out of the Jose Leal Survey, Abstract No. 29, Milam County, Texas, described in instruments recorded in Volume ___, Page ___ and Volume ___, Page ___ of Official Records of Milam County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, STEVE EVERAGE and wife, LORI EVERAGE are the owners of that certain 176.974 acres tract of land (herein called the "Everage Tract") out of the Jose Leal Survey, Abstract No. 29, Milam County, Texas, described in instrument recorded in Volume ___, Page ___ of Official Records of Milam County, Texas, reference to which is hereby made for all purposes; and

WHEREAS, RYAN C. CONE and wife, EMMA N. CONE are the owner of that certain 5.53 acres tract of land (herein called the "Cone Tract") out of the Jose Leal Survey, Abstract No. 29, Milam County, Texas, described in instruments recorded in Volume ___, Page ___ of Official Records of Milam County, Texas, reference to which is hereby made for all purposes.

WHEREAS, all parties to this agreement utilize (or, in the case of the Beckers, will utilize) an existing ___ foot (___) wide roadway (commonly called and hereinafter referenced as "Country Lane") located upon each of the parties' above-referenced Tracts, for ingress and egress access to and from their respective tracts and to U.S. Highway 77; and

WHEREAS, the Country Lane is described for purposes of this Maintenance Agreement on the plat attached hereto as Exhibit "A", which is incorporated herein for all purposes; and

WHEREAS, the Beckers are obtaining a loan from _____
(the "Loan") to purchase the Stewart/Becker Tract; and

WHEREAS, as a condition of making the loan to the Beckers, the Lender requires that (a) current and future owners of the said Tracts shall have the right of ingress and egress by vehicular and pedestrian traffic over, upon, and across the Country Lane for access to and from the said Tracts and the public road, and (b) covenants be imposed upon the current and future owners of the Stewart/Becker Tract requiring such owners bear the reasonable cost of repair and maintenance of the Country Lane; and

WHEREAS, all of the undersigned hereby mutually ratify and confirm one to the other the easement for vehicular and pedestrian ingress and egress, as the Country Lane traverses the undersigned owner's properties (or portions thereof), and the undersigned will mutually utilize said Country Lane and desire to provide for the maintenance of the Country Lane by the owner of the Tracts through which the Country Lane passes; and

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by them as users of the Country Lane, undersigned do hereby establish and create the following conditions and covenants running with the each Tract, as well as each owner of each Tract, their successors and assigns, and each subsequent owner of each Tract, so as to create a common scheme and method of establishing duties and obligations with respect to the Country Lane, which such conditions and covenants are as follows, to-wit:

1. All references herein contained to "Owners" shall mean the current owner and each subsequent owner of each one of the Tracts, as well as their heirs, personal representatives, successors and assigns;
2. The cost to maintain and repair the Country Lane in a condition substantially equivalent to the present condition and usefulness shall be borne jointly by the owners of the Tracts;
3. The Owners do hereby agree that the Country Lane, as it presently exists, is not in need of repair;
4. The written concurrence by all of the Owners that the Country Lane is in need of maintenance or repairs shall be conclusive evidence of such fact.
5. If the Country Lane becomes in need of repair or maintenance, then an Owner may perform the repairs or maintenance of the Country Lane, or contract with a third party contractor to perform such maintenance and repairs, and all Owners, including the non-repairing Owners, shall contribute equally to the cost of the repair or maintenance thereof; however, before an Owner commences repairs, they shall first give the other Owners ten (10) days advance notice of the estimated cost of such maintenance or repairs;

6. In the event that an Owner, herein the "Defaulting Owner," shall fail, refuse, or for any reason be unable to maintain and repair, or pay for his share of the cost of the maintenance and repair of the Country Lane, the other Owners, herein the "Non-Defaulting Owners," shall have the right to perform the maintenance and repair of the Country Lane and the Defaulting Owner shall be obligated to the Non-Defaulting Owners for the Defaulting Owner's equal share of such cost or expense which shall be paid within thirty (30) days of written notice of such cost or expense, and if not so paid, shall be recoverable by judicial action;
7. In each instance where, under the terms of this Agreement, an Owner, or group of Owners, undertakes to maintain or repair the Country Lane, such Owners shall perform such work in a good and workmanlike manner, and in the event they fail to do so, they hereby agree to indemnify and hold harmless the other Owners from any and all liability, or damages, which such other Owners may suffer as a result of the failure of such work to be performed in a good and workmanlike manner. If a third party contractor is performing such work, the contract shall require the work to be performed in a good and workmanlike manner and shall contain a similar indemnity and hold harmless agreement for the benefit of the Owners. This paragraph shall not relieve any of the Owners from their obligation to equally share in the cost of the repair or maintenance of the Country Lane;
8. No Owner shall change the grade or elevation of this Country Lane, or erect thereon any barrier or other device or facility the effect of which would be to prohibit or impair the flow of vehicular or pedestrian traffic over the Country Lane;
9. Nothing in this Agreement shall ever constitute or be construed as a dedication of any interest herein to the public or give any member of the public any rights whatsoever;
10. The terms hereof regarding contribution by the Owners to repair or maintenance of the Country Lane shall not prejudice the right of each Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions attributable to such other Owner;
11. Nothing in this Agreement shall be interpreted to prohibit the Owners from enjoying the easement estates granted to them in the Country Lane, pursuant to the instruments granting same to them;
12. The right of an Owner to contribution from the other Owners under this Agreement shall be appurtenant to the Property and shall pass to such Owner's successor in title;
13. The provisions of this Agreement may be enforced by any Owner, or by any mortgagee holding a lien covering all, or a portion, of any Tract; and if any

litigation is commenced concerning this Agreement, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees and costs incurred in such litigation;

14. If any provision of this Agreement shall, for any reason, be held in violation of any applicable law and/or unenforceable, then the invalidity of such specific provision herein shall not be held to invalidate any other provisions hereof, all of which such other provisions shall remain in full force and effect;
15. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue for all purposes shall be in Milam County, Texas;
16. Any notice provided for in this Agreement shall be given or served by first class mail, postage prepaid, and addressed to the Owner to be notified, or by delivering same to such Owner. The notice shall be delivered or mailed to the property address of the Owner as set out herein, and notices mailed in the manner above prescribed shall be deemed to have been delivered, and be effective from and after the expiration of four (4) days after it is so mailed. Notice given in any other manner shall be deemed to have been delivered and effective only and when received by the Owner to be notified.
17. The rights and obligations herein established, as well as the covenants herein set forth, shall remain in full force and effect until all of the owners of the Tracts shall mutually modify or terminate this agreement; however, the undersigned parties agree that this agreement constitutes a third party benefit contract for the benefit of the Lender, and therefore it is further stipulated and agreed that the rights and obligations herein established, as well as the covenants herein set forth shall remain in full force and effect without modification or amendment so long as (a) the Lender, its successors and assigns, are the beneficiary of any lien upon the Stewart/Becker Tract, or any portion thereof securing the Loan, or any renewals and extensions thereof, or, (b) the Lender, its successors and assigns, and, its successors in title, own all, or any portion, of the Stewart/Becker Tract, or, (c) any purchaser of all or any portion of the Stewart/Becker Tract under a foreclosure of any lien securing the Loan (or any renewal and extension thereof), and their successors and assigns, and successors in title, own all, or any portion, of the Stewart/Becker Tract;
18. The terms of this Agreement shall be enforceable by any remedy provided at law or in equity by (a) the Lender, its successors and assigns, (including any assignee of the Note) and/or by any owner of the Stewart/Becker Tract and/or by any owner of any of the Tracts affected hereby, so long as the rights, covenants and easements herein granted and created remain in effect;
19. These Conditions and Covenants shall be binding upon the parties hereto, their heirs, administrators, successors and assigns, and shall run with the land.

EXECUTED Effective the _____ day of _____, 2013, by the undersigned parties, regardless of the actual date each party signs. The signatures and acknowledgements are on this and the following pages. This Agreement may be executed in multiple counterparts, which when taken together shall be considered as one agreement of the parties hereto.

George Stewart
GEORGE STEWART

Address: 199 Country Lane
Rockdale, Texas 76567

Michael E. Becker
MICHAEL E. BECKER

Address: 199 Country Lane
Rockdale, Texas 76567

Patricia A. Becker
PATRICIA A. BECKER

Address: 199 Country Lane
Rockdale, Texas 76567

DAVID STANLEY

Address: 6297 N. U.S. Hwy 77
Rockdale, Texas 76567

WALTER L. DEAN

Address: 562 C.R. 232B
Rockdale, Texas 76567

STEVE EVERAGE

Address: 4621 C.R. 463
Elgin, Texas 78621

LORI EVERAGE

Address: 4621 C.R. 463
Elgin, Texas 78621

Ryan C. Cone
RYAN C. CONE
Emm N. Cone

Address: 200 Country Lane
Rockdale, Texas 76567

EMMA N. CONE

Address: 200 Country Lane
Rockdale, Texas 76567

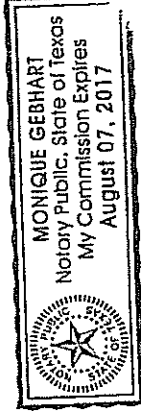
THE STATE OF TEXAS

COUNTY OF MILAM

This instrument was acknowledged before me on this 2nd day of December, 2013, by George Stewart.

Monique Gebhart

Notary Public in and for the State of Texas



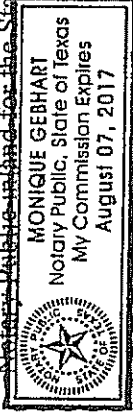
THE STATE OF TEXAS

COUNTY OF MILAM

This instrument was acknowledged before me on this 3rd day of December, 2013, by Michael E. Becker,

Monique Gebhart

~~Notary Public in and for the State of Texas~~



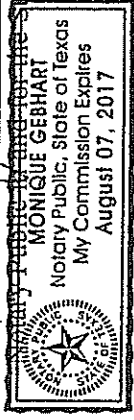
THE STATE OF TEXAS

COUNTY OF MILAM

This instrument was acknowledged before me on this 3rd day of December, 2013, by Patricia A. Becker.

Monique Gebhart

~~Notary Public in and for the State of Texas~~



THE STATE OF TEXAS

COUNTY OF MILAM

This instrument was acknowledged before me on this ___ day of _____, 2013, by David Stanley.

~~Notary Public in and for the State of Texas~~

THE STATE OF TEXAS

COUNTY OF MILAM

This instrument was acknowledged before me on this ___ day of _____, 2013, by Walter L. Dean.

~~Notary Public in and for the State of Texas~~

THE STATE OF TEXAS

COUNTY OF MILAM

This instrument was acknowledged before me on this ____ day of _____, 2013, by Steve Everage.

Notary Public in and for the State of Texas

THE STATE OF TEXAS

COUNTY OF MILAM

This instrument was acknowledged before me on this ____ day of _____, 2013, by Lori Everage.

Notary Public in and for the State of Texas

THE STATE OF TEXAS

COUNTY OF MILAM

This instrument was acknowledged before me on this 2nd day of December, 2013, by Ryan C. Cone.

Notary Public in and for the State of Texas

THE STATE OF TEXAS

COUNTY OF MILAM

This instrument was acknowledged before me on this 2nd day of December, 2013, by Emma N. Cone.

Notary Public in and for the State of Texas

