

# Road Easement Agreement

The existing road of the Property located upon the right-of-way easement is defined by a Metes and Bounds description and recorded in the deed.

The intended use of the road easement is intended to provide reasonable travel conditions for the undersigned, their families, guests, and agents only, and not for commercial use and/or heavy traffic. Occasional use by service providers, contractors, utility companies, and delivery vehicles is also permitted. If the right-of-way easement is damaged by a service provider, contractor, utility company, delivery person, or Tract Owner in the service of, or delivering to a particular Tract Owner that service provider, contractor, utility company, or delivery person and/or Tract Owner is responsible for the repair of the right-of-way easement to its original condition or better.

Parking on the right-of-way road easement for an extended period, or that would prevent, in any way, the use of the right-of-way road easement by other vehicles is prohibited.

The existing right-of-way road easement shall be maintained in a reasonable condition so that motor vehicles may travel the road, even during inclement weather. The right-of-way road easement shall be maintained by the easement Owner now or hereinafter owned, and each Tract Owner shall maintain that part of the road abutting their respective properties in a sightly and clean condition and take no action to diminish or reduce the ease of passage upon said road.

If a majority of Tract Owners wish to do additional improvements to the right-of-way road easement, they may do so, but the payment of costs of said improvements by the Tract Owners will be voluntary.

Use of the right of way is at one's own risk. Landowners are not responsible if someone suffers loss, damage, or injury while using the Right of Way.

The obligations created under this, Section are personal to the Tract Owners and are not secured by any lien against any lot.