

## PRIVATE ROAD MAINTENANCE AGREEMENT

THE STATE OF TEXAS       §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TAYLOR       §

**THIS PRIVATE ROAD EASEMENT & MAINTENANCE AGREEMENT** the ("Agreement"), including the easement and restrictions contained herein, is hereby made and executed as of this \_\_\_\_ day of April, 2024, for the benefit of the Indian Oaks Subdivision current and future Lot Owners of who will use the private road easement, hereinafter referred to as ("Lot Owners"), which shall include the Grantors to the extent they own and/or retain any ownership interest in any Lot or Lots.

### WITNESSETH

**WHEREAS**, Grantor is the owner of all lots located in the Indian Oaks Subdivision, Taylor County, Texas and being more particularly described on Exhibit "A" attached hereto and incorporated herein; and,

**WHEREAS**, Grantor desires that the future Lot Owners in the Subdivision will use and enjoy the benefits of a private road easement; and,

**WHEREAS**, it is the desire of Grantor that a private road easement be created and maintained in a safe and usable condition by the future Lot Owners; and,

**WHEREAS**, it is the desire of Grantor to establish a method for the maintenance and repair of said private road easement and for the apportionment of the expense of such maintenance and repair among existing and future Lot Owners; and,

**WHEREAS**, it is the intention of Grantor that this Agreement constitute a covenant running with the land, binding upon each successive Lot Owner of all or any portion of the herein described properties.

**NOW, THEREFORE**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree the following permanent easement and restrictions are hereby imposed upon the Lots referenced herein:

1. A permanent private road easement is hereby created for the benefit of the Lots, said easement being more particularly described on Exhibit "B" attached hereto and made a part hereof, (the "Easement").
2. The Easement shall be used for private road and utility purposes only. The Easement may also be used by firefighting, emergency and other public vehicles and personnel for public services, emergencies, fires and similar events. It is intended that the

Easement shall permit continuous access for vehicles and foot traffic to and from County Road 140.

3. The Easement shall be jointly maintained by the then-owners of the Lots, with the owner of each Lot paying an equal fractional share or pro rata share of the reasonable costs of repairing and maintaining the private road located within the Easement. Initially, each Lot Owner will be \$200.00/ year for the installation, maintenance and repair of the private road.
4. No maintenance, repair or upgrading of the private road shall be done until the owners of a majority of the Lots jointly agree on the contractor or contractors to do the work, as well as what work will be done. The Lot Owners shall pay a pro rata share of the costs of installing and maintaining such common utility lines. The cost of installing such utility lines shall be paid for at the time the utility lines are installed.
5. Parties agree that for the purpose of calculating the pro rata share of costs, each Lot Owner shall have one vote per Lot, regardless of how many Lots are owned by a single owner.
6. Parties further agree that the pro rata share of costs related to the Easement specifically exclude any costs associated with installation, maintenance, repair or removal of any private driveway abutting the private road. In the event a portion of a private driveway encroaches into the Easement, said private driveway remains the sole responsibility of the Lot Owner it benefits.
7. If the owners of the Lots, by majority vote, cannot agree on the installation or maintenance of utilities or how maintenance, alteration, repair, or upgrading for the private road will be done or cannot agree upon the costs thereof, the Lot Owners shall together choose one (1) arbitrator whose decision(s) regarding such item(s) shall be final and shall bind the parties.
8. Notwithstanding anything contained in this Agreement, the owner of each Lot shall maintain and repair the private road right-of-way so as to always comply with the requirements of any applicable ordinances and in such a manner as to assure that the private road is safe for travel at all times.
9. The Lot Owners shall also pay a pro rata share of the cost of installing the private road within the Easement in compliance with any applicable city, county and/or state laws and ordinances. Such allocation of the expense of installing the private road among the Lot Owners can be varied only by written agreement between the Lot Owners as to the cost allocations, so long as the owners of one or more of the Lots in total pay 100% of the cost of installing the private road.
10. No structures (except utilities), signs, or similar items shall be placed, installed, or maintained within the Easement without the consent of the owners of a majority of the Lots, unless the arbitration procedure described herein is utilized.

11. No vehicle shall be parked on or within the Easement, nor shall any impediment be placed, stored or maintained on or within the Easement. It is the intent of this document that the Easement shall remain free and clear to allow the owner of each Lot (and his or her invitees) to have full, unimpeded access to their respective Lots and the individual driveways which branch off of the Easement.
12. No person shall in any way prohibit, restrict, limit or in any matter interfere with normal ingress and egress and use of the Easement (or the private road therein) by any of the other Lot Owners benefitted by the Easement or their invitees. Normal ingress and egress and use shall include not only use by the owner or owners of each lot, but also by their family, guests, invitees, trades people and others bound for or returning from any of the properties having a right to use the private road.
13. If any part of the Easement, private road or properly placed structures within the Easement are damaged by the owner of a Lot (or by his or her family or invitees), then that owner shall be fully responsible for repairing the damage and paying for the same.
14. In the event any of the herein described Lots are subdivided further, the Lot owners, heirs, assigns and successors in interest of each such newly created parcel shall be liable under this Agreement for their then pro rata share of expenses and such pro rata shares of expenses shall be computed to reflect such newly created parcels.
15. Any liability of the Lot Owners for personal injury to any worker employed to make repairs or provide maintenance under this Agreement, or to third persons, as well as any liability of the Lot Owners for damage to the Property, or any such worker, or of any third persons, as a result of or arising out of repairs and maintenance under this Agreement, shall be borne, as between the Lot Owners in the same percentages as they bear the costs and expenses of such repairs and maintenance. Each Lot Owner shall be responsible for and maintain his own insurance, if any. By this Agreement, the parties do not intend to provide for the sharing of liability with respect to personal injury or property damage other than that attributable to the repairs and maintenance undertaken under this Agreement. Each of the Lot Owners agrees to indemnify the others from any and all liability for injury to him or damage to his property when such injury or damage results from, arises out of, or is attributable to any maintenance or repairs undertaken pursuant to this Agreement. The owners of all properties benefitted by the Easement shall be jointly and severally liable and responsible for maintaining the entire length of the private road in the Easement.
16. Should any Lot Owner(s) fail to pay their pro rata share of costs and expenses as provided in this Agreement, any Lot Owner shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such Lot Owner(s) in accordance with the provisions of Texas law, and shall be entitled to recover in such action in addition to the funds advanced, interest thereon at the highest rate allowable by law, until paid, all costs and disbursements of such action,

including such sum or sums as the court may fix as, and for, reasonable attorney's fees.

17. Each Lot shall each have the right to enforce the restrictions and provisions of this Agreement by filing a lawsuit in a court of proper jurisdiction. If the owner of a Lot who seeks to enforce any provision of this Agreement prevails in court in whole or in part, that person as the prevailing party shall be awarded its, his or her actual attorney fees and costs.
18. No restriction or requirement contained in this Agreement shall be amended to lessen a requirement or standard contained herein except in a recordable written agreement signed by all of the then-owners of all Lots. This Agreement can be amended to add additional restrictions and covenants by the recording of a document signed by all of the then-owners of all Lots, so long as any such amendment does not attempt to remove, lessen or negate any of the restrictions contained herein; except that all then-owners of all Lots can agree to terminate this Private Road Maintenance Agreement by a signed document evidencing the termination and recorded in the property records of Taylor, County, Texas.
19. The foregoing covenants shall run with the land and shall be deemed to be for the benefit of the land of each of the Lot Owners and each and every person who shall at anytime own all or any portion of the Lots referred to herein.
20. It is understood and agreed that the covenants herein contained shall be binding on the heirs, executors, administrators, successors, and assigns of each of the Lot Owners.
21. It is the purpose of the signatories hereto that this Instrument be recorded in the property records of Taylor County, and intend that the obligation hereby created shall be and constitute a covenant running with the land and any subsequent purchaser of all or any portion thereof, by acceptance of delivery of a deed and/or conveyance regardless of form, shall be deemed to have consented to and become bound by these presents, including without limitation, the right of any person entitled to enforce the terms of this Agreement to institute legal action as provided in this Agreement, such remedy to be cumulative and in addition to other remedies provided in this Agreement and to all other remedies at law or in equity.
22. The Easement and restrictions, terms and conditions of this Agreement shall be in addition to any existing deed restrictions binding the Lots (if any) and shall in no way lessen, negate or alter any existing deed restrictions.
23. This Agreement shall be governed by the laws of the State of Texas. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity, and enforceability of the remaining provisions shall not be affected.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of April, 2024.

LSM Land, LLC

By: \_\_\_\_\_  
Shneur Zalman Kurinsky, Manager

STATE OF TEXAS §

COUNTY OF TAYLOR §

This instrument was acknowledged before me on the \_\_\_\_\_ day of April, 2024, by Shneur Zalman Kurinsky, Manager of LSM Land, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

Big Country Title  
3409 South 14<sup>th</sup> Street, Ste. 110  
Abilene, Texas 79605

## **Exhibit A**

**BEING** 93.85 acres out of the W.E. Avery Survey, Abstract No. 1126, Taylor County, Texas, said 93.85 acres being part of a 94.156 acre tract recorded in Instrument No. 2015-15040, Official Public Records, Taylor County, Texas and being more particularly described as follows:

**BEGINNING** at a ½” rebar found at the northwest corner of said W.E. Avery Survey and said 94.156 acre tract, and an interior corner of the Mary Rumph Survey No. 1, Abstract No. 451, for the northwest corner of this tract;

**THENCE** S89°52’59”E 639.72 feet to a ½” rebar found on the NBL of said 94.156 acre tract, at the most easterly southeast corner of said Mary Rumph Survey No. 1;

**THENCE** S88°35’52”E 1250.07 feet to a 1/2” rebar found at the northeast corner of said W.E. Avery Survey and said 94.156 acre tract, for the northeast corner of this tract;

**THENCE** S1°19’04”W 1724.48 feet, along the EBL of said W.E. Avery Survey to a 3/8” rebar with GEOTEX cap set on the EBL of said 94.156 acre tract;

**THENCE** S83°42’52”W 122.69 feet, over and across said 94.156 acre tract, to a 3/8” rebar with GEOTEX cap set for an interior corner of this tract;

**THENCE** S7°47’35”E 109.6 feet, over and across said 94.156 acre tract, to a 3/8” rebar with GEOTEX cap set for an interior corner of this tract;

**THENCE** N86°17’43”E 104.74 feet to a 3/8” rebar with GEOTEX cap set on the EBL of said W.E. Avery Survey and said 94.156 acre tract;

**THENCE** S1°19’04”W at 1940.39 feet pass a 1/2” rebar found on the north side of Taylor County Road No. 140 and continue along for a total distance of 1968.09 feet to a point in said county road, at the southeast corner of said W.E. Avery Survey and said 94.156 acre tract, for the southeast corner of this tract;

**THENCE** N88°33’42”W 700.66 feet, along Taylor County Road No. 140 to a point on the SBL of said W.E. Avery Survey, at the southeast corner of a 34.96 acre tract recorded in Instrument No. 2023-15821, Official Public Records, Taylor County, Texas, and the most southerly southwest corner of said 94.126 acre tract, for the most southerly southwest corner of this tract;

**THENCE** N2°10’07”E along the EBL of said 34.96 acre tract, at 25.4 feet pass a ½” rebar found on the north side of Taylor County Road No. 140 and continue along for a total distance of 654.51 feet, to a 3/8” rebar set on the WBL of said 94.156 acre tract;

**THENCE** N05°55'32"E 1931.61 feet to a ½" rebar found at the northeast corner of said 34.96 acre tract and an interior corner of said 94.156 acre tract, for an interior corner of this tract;

**THENCE** N88°36'07"W 1177.57 feet to a ½" rebar found on the WBL of said W.E. Avery Survey, at the northwest corner of said 34.96 acre tract and the most westerly southwest corner of said 94.156 acre tract, for the most westerly southwest corner of this tract;

**THENCE** N0°56'33"E 1206.65 feet, along the WBL of said W.E. Avery Survey and said 94.156 acre tract, to the place of beginning and containing 93.85 acres of land.

## **Exhibit B**

Describe easement