

INGRESS AND EGRESS EASEMENT¹
AND SHARED ROADWAY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF KERR §

THIS **INGRESS AND EGRESS EASEMENT AND SHARED ROADWAY AGREEMENT ("Agreement")** is made and entered into by Jason Ranches LLC a Texas limited liability company "**Jason Ranches**".

RECITALS

- A. Jason Ranches is the owner of those certain tracts of land located in Kerr County, Texas and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes (jointly herein referred to as the "Tracts" and individually herein referred to by the Tract number as shown on Exhibit "A").
- B. Jason Ranches desires to create easements over portions of the Tracts upon which a roadway (the "Road") is to be located for the benefit of each Tract for access to and from TX-27.
- C. The Road is to be located within a tract of land, running from the south western corner of Tract 1, northward against the western edge of Tracts 2, 3, 4, 5 and the eastern edge of tracts 7, 8, 9, 10, to the southern point of Tract 6, where it will dead end into a cul-de-sac, and which is more fully described in Exhibit "A".
- D. Jason Ranches desires to create a non-exclusive ingress and egress easement (the "**Road Easement**") over, across that portion of the Easement Tract that is within each Tract.
- E. Jason Ranches desires to make this Agreement for the purpose of establishing certain reciprocal agreements, easements, rights, obligations and restrictions over the Easement Tract and the Road for the benefit of the Tracts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners agree as follows:

I

INGRESS AND EGRESS EASEMENT

- 1.1 Jason Ranches does hereby grant unto each Tract, a non-exclusive easement for ingress and egress over, across that portion of the Easement Tract that is within each Tract. The Road Easement hereby conveyed shall be for pedestrian and vehicular ingress and egress over, across and upon the Easement Tract for purposes of access to each Tract. Subject to the

terms and conditions hereinafter described, the Road Easement shall be perpetual and non-cancelable and a covenant running with the land and shall inure to the benefit of Tract and the owners of each Tract and such owners' successors and assigns (the "Owners").

- 1.2 Notwithstanding anything contained in Paragraph 1.1 to the contrary, the following limitations shall apply:
- (a) Each Owner shall use good faith efforts to assure that only such Owner, and such Owner's agents, contractors, invitees, employees and guests, shall be allowed access to the Road Easement;
 - (b) Owners shall each have the right to temporarily restrict or prohibit access to, across and over the Road Easement whenever necessary to prevent the accrual of prescriptive rights of usage in favor of the public; and
 - (c) Owners shall be responsible for maintaining their respective entrances onto the Road Easement; further, if any Owner desires to pave a portion of the Road located within such Owner's Lot, such Owner may do so, provided such paving is done in a good and workmanlike manner.

II

OPERATIONS AND MAINTENANCE

- 2.1 Owners shall be responsible for the maintenance and repair of the Road located on the Road Easement. Owners shall create a maintenance account at a financial institution agreed upon by a majority of Owners. Each year on January 15, each Owner shall deposit \$500.00 for each tract or lot owned by such Owner into such maintenance account ("**Annual Assessment**") and such amounts shall be used by Owners for the maintenance and repair of the Road. Should any of the Lots be subdivided into smaller lots or tracts, then each such lot or tract owner using the Road shall pay the full Annual Assessment of \$500.00 per year for the maintenance and repair of the Road.
- 2.2 Upon the agreement of a majority of Owners, Owners shall use the assessments to pay for the maintenance and repair the Road within the Easement Tract in a smooth, useable condition.
- 2.3 If Owner shall fail to pay the Annual Assessment when due, then such nonpaying Owner ("**Delinquent Party**") shall be deemed to have authorized the remaining Owners to this Agreement ("**Curing Party**") to pay the Annual Assessment. The above authorization and the right to pay Annual Assessment is expressly conditioned and contingent upon (i) delivery of written notice to the Delinquent Party by the Curing Party that a delinquency exists and that the Curing Party intends to cure such delinquency, and (ii) the continuation of the delinquency for thirty (30) days following the delivery of such notice. Upon payment of the delinquent Annual Assessment by the Curing Party, the Delinquent Party shall be liable on demand to the Curing Party for the amount of such payment with

interest thereon at the rate of 18% per annum or the highest, nonusurious rate permitted by law, whichever is less, and further, the Delinquent Party shall be deemed to have consented to the placement of a lien upon the Delinquent Party's land until such amounts are paid in full, together with all costs of collection, including, but not limited to, attorneys fees.

III MISCELLANEOUS

- 3.1 If any provision of this Agreement is hereafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, then such provision shall be canceled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.
- 3.2 It is expressly understood and agreed that the provisions of this Agreement shall never be deemed or construed to cause Owners to be considered as partners or joint venturers. Owners shall each be considered as a separate entity, and neither shall have the right to act as agent for the other unless expressly authorized to do so by written instrument signed by the authorizing party.
- 3.3 The terms of this Agreement shall run with the land and inure to the benefit of Owners, and their respective successors and assigns. All references in this Agreement to Owners shall also mean and include the respective successors and assigns of such parties who become owners of Lots. Each party now or hereafter owning a Lot shall be liable for performance of all covenants, obligations and undertakings herein set forth.
- 3.4 Owners, for themselves, their respective agents, independent contractors, partners, invitees, employees, representatives, successors and assigns (all such parties are referred to in this Paragraph 3.4 as "**Indemnitors**"), hereby release each other and their respective agents, independent contractors, partners, invitees, employees, representatives, successors and assigns (all such parties are referred to in this Paragraph 3.4 as "**Indemnitees**") from any and all liability for personal injury or property damage arising out of Indemnitors' use of the Easement Tract and/or Road and agree to hold Indemnitees free, clear, and harmless from any and all damages, tort or statutory liability, claims, suits, actions, and/or costs (including attorneys fees) for personal injury or property damage arising out of Indemnitors' use of the Easement Tract and/or Road.
- 3.5 This Agreement may be amended by, and only by, a written agreement executed by the parties hereto. Subsequent to the conveyance of portions of the Land, this Agreement may be amended by, and only by a written agreement executed by a majority of the owners of the Land; provided, however, that no such amendment shall be in contravention of any statute, ordinance or regulation of any governmental entity.
- 3.6 This Agreement shall be governed by and interpreted under the laws of the State of Texas and exclusive venue shall be Kerr County, Texas.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

EFFECTIVE as of the ____ day of _____, 2024.

Jason Ranches LLC
A Texas Limited Liability Company

By Jason Roberts, President of Jason Ranches LLC

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____day of March 2024, by Jason Roberts,
President of Jason Ranches LLC.

Notary Public, State of Texas

MY COMMISSION EXPIRES: _____