

ROAD MAINTENANCE AGREEMENT

WHEREAS, Dennis B. Johnson, single, is the owner of the land described in Exhibit "1"; Kent Medowski, single, is the owner of the land described in Exhibit "2"; Wes Tayler and Velma Tayler, married, are the owners of the land described in Exhibit "3"; Karen Johnson, single, is the owner of the land described in Exhibit "4"; Tim and Laura Harter, married, are the owners of the land described in Exhibit "5"; Nathaniel E. Troy and Connie Troy, married, are the owners of the land described in Exhibit "6" and Exhibit "7" known as the Mariposa Ranch, all exhibits attached hereto.

NOW THEREFORE, the parties hereto agree that all maintenance necessary to preserve the existing road system in its present condition, which is a 20 foot wide access and utility easement from the Hondo Seco Road (State Road 150) through the described lands to the entrance to the Mariposa Ranch, will be divided based on the respective percentage ownership of the total acreage described herein. No party will be charged for maintenance until and unless they build a structure on their lands and/or until and unless they are actually using the above described easement for ingress and egress.

Should any of the parties choose to develop another permanent, legal access, he may elect to vacate this easement and will cease to have a responsibility herein under to maintain this easement.

The cost of all excavation for underground utilities will be borne solely by the party or parties benefiting from said utilities and the benefiting parties agree to restore the road to its previous condition at their expense.

A majority of the percentage ownership must agree to incur any maintenance expenses to improve the road system significantly.

It is further agreed that, should a property owner not pay his share of the cost of road maintenance within a reasonable time from notice of default, a lien may be filed on his land which will be released by payment of said property owner or upon sale or refinancing of his property. All costs incurred with such an action are to be paid by the delinquent party.

This agreement is binding upon the heirs and assigns of the parties hereto and is to be conveyed with the sale of any of this property in the future.

Dennis B. Johnson
Dennis B. Johnson

Laurie Harter
Laurie Harter

Kent Medowski
Kent Medowski

Wes Tayler
Wes Tayler

Velma Tayler
Velma Tayler

Karen Johnson

Tim Harter

Laura Harter

Nathaniel E. Troy

Connie Troy