

PRIVATE ROAD MAINTENANCE AGREEMENT

Amendment 1

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This **Amendment 1**, dated as of March 8, 2024, amends that certain Private Road Maintenance Agreement, executed April 6, 2022 (consisting of 21 pages including Exhibits “A” through “E” thereto) (**Agreement**), previously recorded in Gillespie County as instrument number 20222424. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

WHEREAS part of the Roadway, beginning at its intersection with Herber-Schaefer Road and running to the east, runs on the current boundary between Tract 1 and Tract 2;

WHEREAS the owners of Tract 1 (**Sellers**) are selling approximately three acres of Tract 1 to the owners of Tract 2 (**Buyers**), which shall move most of the boundary between Tract 1 and Tract 2 approximately 140 feet to the north of its present location (the **New Property Line**), as more precisely indicated the survey attached hereto as Exhibit F (attached hereto and incorporated herein by reference);

WHEREAS the Buyers may install a new segment of access road (the **New Roadway Segment**) along the New Property Line from Herber-Schaefer Road west until it connects to the existing Roadway as shown on Exhibit F; and

WHEREAS, upon completion, the New Roadway Segment shall become part of the Roadway as set forth in paragraph 1 of the Agreement, while the existing segment of the Roadway between Tract 1 and Tract 2 south of the New Roadway Segment shall no longer be part of the Roadway; and

WHEREAS, upon the completion of the New Roadway Segment, the Roadway shall be shared only by Tracts 1, 3 and 4,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises herein made and for the mutual benefits to be derived herefrom, and consideration in the sum of TEN DOLLARS and NO/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are herein expressly acknowledged by all parties hereto, the undersigned now agree as follows:

1. Until and unless the Buyers complete the New Roadway Segment, each of Tracts 1, 2, 3 and 4 shall be fully entitled to continued use and enjoyment of the existing Roadway as set forth in the Agreement, including all rights and responsibilities related thereto.
2. Buyers shall have the right, at the Buyers’ expense, to construct the New Roadway Segment along the New Property Line (including reasonable access to Tract 1 to complete such work). The New Roadway Segment shall be a caliche road reasonably equivalent to the existing caliche Roadway.
3. Upon completion of the New Roadway Segment:
 - a. The “60 foot wide easement” described in Exhibit E to the Agreement shall be deemed replaced by the 60-foot wide easement described in Exhibit G (attached hereto and

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incorporated herein by reference) (i.e., a 60-foot wide easement along the New Property Line for the New Roadway Segment, with said easement continuing westward along the remaining existing Roadway as set forth in the Agreement);

- b. All references to Tract 2 in the Agreement shall be deemed deleted from the Agreement, and the Agreement shall be of no force or effect with respect to Tract 2; and
 - c. The Agreement shall remain in full force and effect in accordance with its terms for the Roadway (as revised by the New Roadway Segment) with respect to Tracts 1, 3 and 4.
4. Except as modified in this Amendment 1, the Agreement remains in full force and effect in accordance with its terms.
5. This Amendment may be signed via electronic signature (e.g., DocuSign, Adobe e-Sign) and such electronic signatures shall be as valid as original ink signatures.

Executed with effect from the date first set forth above by:

TRACT 1

TRACT 2

Steven G. Coker

Brian Edwards

Joni K. Coker

Carolyn Keener

TRACT 3

TRACT 4

Gary Wood

Mark Lemons

Jo Lemons