

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PRIVATE ROAD MAINTENANCE AGREEMENT

Date: August 25, 2023

Property Owner A: BRYANT CONSULTING & DEVELOPMENT, LLC, a Texas Limited Liability Company

Mailing Address: 2931 Ridge Road, Ste. 101
Rockwall, TX 75032
Rockwall County

Property: All those certain lots, tracts or parcels of land, being LOTS 1, 2, 3, 4, 5, 8 and 9 of POST OAK LAKES SUBDIVISION, PHASE 1, as shown on the plat thereof recorded in Volume 11, Page 16 of the Plat Records of Wood County, Texas.

Property Owner B: VICKIE WILDE and husband, DUANE WILDE

Mailing Address: 4114 Ashville Dr.
Garland, TX 75041
Dallas County

Property: All that certain lot, tract or parcel of land, being LOT 6 of POST OAK LAKES SUBDIVISION, PHASE 1, as shown on the plat thereof recorded in Volume 11, Page 16 of the Plat Records of Wood County, Texas.

Property Owner C: LOGAN DENTLER and wife, SUMMER DENTLER

Mailing Address: 4423 County Road 3225
Lone Oak, TX 75453
Hunt County

Property: All that certain lot, tract or parcel of land, being LOT 7 of POST OAK LAKES SUBDIVISION, PHASE 1, as shown on the plat thereof recorded in Volume 11, Page 16 of the Plat Records of Wood County, Texas.

Description of Roadways: Private Road 5911 and Private Road 5912, Wood County, Texas

The Parties, whose property is benefited or burdened by the Roadways described above, agree to the following:

1. Property Owner A will pay all expenses of maintenance, repair, and restoration of the Roadways covered by this Agreement, until such time as seventy-five percent (75%) of the lots in said subdivision have sold; then, thereafter, all the Parties/Owners will share equally in the expenses for normal maintenance and repair of the Roadways. No expense shall be incurred by any Party/Owner without consent of the other Parties/Owners. Such consent shall be in writing and signed by all Parties/Owners, with a copy delivered to each Party/Owner.

2. The Roadways will be maintained in good, passable condition under all traffic and weather conditions, and in a condition no less than equal to its condition at the time of execution of this Agreement. Maintenance and repair will include snow plowing and drainage facilities as well as surface work.

3. The cost for agreed maintenance and repair shall be borne and shared equally by the Parties/Owners. In the consent to repair, the Parties/Owners shall designate a party to be the agent for contracting or undertaking the agreed repair or maintenance and to collect each Party's/Owner's share of the cost.

4. If a Party/Owner damages or disturbs the surface of the roadways (other than normal automobile and service ingress and egress), that Party/Owner is responsible for immediately restoring the road surface to as nearly as possible the condition in which it existed before being disturbed.

5. This Agreement runs with the properties described above and is appurtenant to the land.

6. This Agreement is made by and between Parties/Property Owners who own property benefited/burdened by the Roadways. The property for Property Owner A, Property Owner B, and Property Owner C are described above. All such Parties/Property Owners shall have the right of

access over the Roadways. All property accessed over the Roadways is deemed benefited thereby.

7. Attorney's Fees. If any Party/Property Owner retains an attorney to enforce this Agreement, the Party/Property Owner prevailing in litigation is entitled to recover reasonable attorney's fees, other fees, and court and other costs.

8. Binding Effect. This Agreement binds and inures to the benefit of the Parties/Property Owners and their respective heirs, successors, and permitted assigns.

9. Choice of Law. This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

10. Waiver of Default. It is not a waiver of or consent to default if the nondefaulting Party/Property Owner fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

11. Further Assurances. Each signatory Party/Property Owner agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

12. Integration. This Agreement contains the complete agreement of the Parties/Property Owners and cannot be varied except by written agreement of the Parties/Property Owners. The Parties/Property Owners agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

13. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the

Parties/Property Owners, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties/Property Owners by reason of authorship or origin of language.

14. Notices. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. Time. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

16. Rights Reserved. Each Party/Property Owner reserves for that Party/Property Owner and that Party's/Property Owner's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Properties for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Roadways.

17. Equitable Rights of Enforcement. These Roadways may be enforced by restraining

orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties/Property Owner's to or those benefited by this Agreement, provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

BRYANT CONSULTING & DEVELOPMENT, LLC, a Texas Limited Liability Company

By: K.D. Bryant
KENNETH BRYANT, Managing Member

By: Tran Thuc Nhi Nguyen
TRAN THUC NHI NGUYEN, Managing Member

Vickie L. Wilde
VICKIE WILDE

Duane Wilde
DUANE WILDE

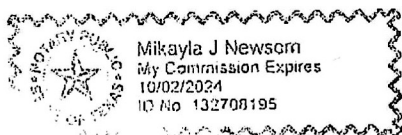
LOGAN DENTLER

SUMMER DENTLER

STATE OF TEXAS)
COUNTY OF RANS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **KENNETH BRYANT**, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said **BRYANT CONSULTING & DEVELOPMENT, LLC, a Texas Limited Liability Company**, and that he executed the same as the act of such limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 29th day of August, 2023.



Mikayla J Newsom
Notary Public, State of Texas

orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties/Property Owner's to or those benefited by this Agreement, provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

**BRYANT CONSULTING &
DEVELOPMENT, LLC, a Texas
Limited Liability Company**

VICKIE WILDE

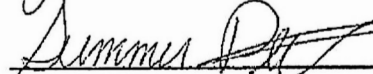
By: _____
**KENNETH BRYANT, Managing
Member**

DUANE WILDE



LOGAN DENTLER

By: _____
**TRAN THUC NHI NGUYEN,
Managing Member**



SUMMER DENTLER

STATE OF TEXAS)
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **KENNETH BRYANT**, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said **BRYANT CONSULTING & DEVELOPMENT, LLC, a Texas Limited Liability Company**, and that he executed the same as the act of such limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

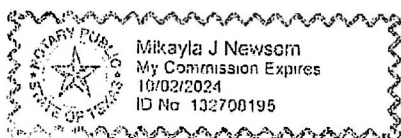
Given under my hand and seal of office this _____ day of August, 2023.

Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF RANDS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **TRAN THUC NHI NGUYEN**, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said **BRYANT CONSULTING & DEVELOPMENT, LLC, a Texas Limited Liability Company**, and that he executed the same as the act of such limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 29th day of August, 2023.

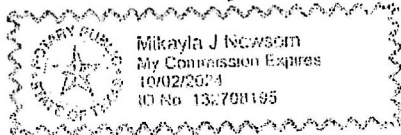


Mikayla J Newsom
Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF RANDS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **VICKIE WILDE**, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of August, 2023.

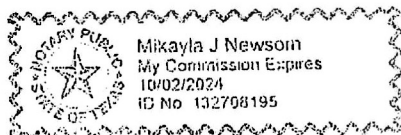


Mikayla J Newsom
Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF RANDS)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **DUANE WILDE**, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of August, 2023.



Mikayla J Newsom
Notary Public, State of Texas

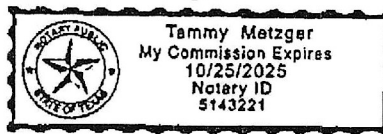
STATE OF TEXAS)
COUNTY OF Rockwall)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **LOGAN DENTLER**, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of August, 2023.

Tammy Metzger
Notary Public, State of Texas

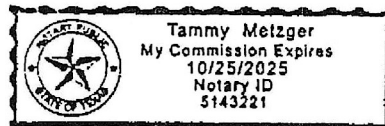
STATE OF TEXAS)
COUNTY OF Rockwall)



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **SUMMER DENTLER**, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of August, 2023.

Tammy Metzger
Notary Public, State of Texas



PREPARED IN THE OFFICE OF:
Curtis & Alexander, P.C.
P.O. Box 38
Emory, TX 75440

AFTER RECORDING RETURN TO:
Rains County Abstract & Title Company
P.O. Box 38
Emory, TX 75440

**THE STATE OF TEXAS
COUNTY OF WOOD**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Wood County, Texas.

2023-00008343 AG
09/05/2023 08:45:57 AM Total Fees: \$54.00

Kelley Price, County Clerk
Wood County, Texas



Kelley Price