

PRIVATE ROAD AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is by and between Texas Country Properties, Inc., hereinafter Developer, and Country Place Landowners Association, Inc., hereinafter the Association.

The purpose of this Agreement is to establish that a proposed 40' wide easement and right-of-way, hereinafter the Private Road, in Country Place Phase II, Smith County, Texas, shall be and at all times in the future remain a private road, and that said Private Road shall never be dedicated to the public.

WHEREAS, Developer is proposing to develop certain additional lots in Phase II of the Country Place Subdivision in Smith County, Texas, said additional lots being identified as such on the plat attached hereto as Exhibit "A" and incorporated herein for all purposes;

WHEREAS, as part of said lot development, Developer is reserving the Private Road as shown on Exhibit "A,"

WHEREAS, Developer is strictly limiting access to said Private Road to shareholders only in the Association; and

WHEREAS, the Association for a valuable consideration is entering into an agreement with Developer whereby the Association shall maintain the Private Road.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. Developer agrees to and shall construct the Private Road to be suitable for the purpose of automobile ingress and egress, it being expressly agreed that such road is constructed for the benefit of the shareholders of the Association, and it being further expressly agreed that Developer's constructing the Private Road is a valuable consideration to the Association and its shareholders and that the Association accepts the construction of the Private Road as a valuable consideration for its execution of this Agreement.

2. Developer shall specifically restrict the use of the Private Road to the private, sole and exclusive use of the shareholders of the Association only, and shall specifically set same forth in all deeds to the lots affected hereby.

3. Developer shall assign the duty to maintain the Private Road to the Association, and the Association hereby accepts said duty to maintain and agrees to restrict the use of the Private Road to the private, sole and exclusive use of its shareholders only, and the Association further agrees to maintain the Private Road and keep such road in a good and quality condition suitable for the purpose of automobile ingress and egress.

4. It is agreed by the parties hereto that said Private Road shall at all times be and remain a Private Road for the private, sole and exclusive use of the shareholders of the Association only, and that the Private Road shall never be in any portion or manner dedicated to the use of the public; the parties hereto expressly accepting full responsibility for the control and maintenance of the Private Road.

5. The parties hereto acknowledge and agree that the County of Smith, State of Texas shall be entitled to enforce the terms of this Agreement the same as if said County were a party hereto, as this Agreement was executed partially in consideration for said County approving the attached plat.


6. This Agreement shall be binding on the parties hereto and upon their respective successors and assigns.

7. The parties hereto agree that all of the terms and conditions of this Agreement shall apply to any easements granted to Developer by the Association on or along the Private Road.

EXECUTED in Smith County, Texas on the 30th day of March, 1982.

TEXAS COUNTRY PROPERTIES, INC.

COUNTRY PLACE LANDOWNERS ASSOCIATION, INC.

BY: Larry P. Branch, Pres  


BY: Raymond [Signature]  
