

HOGTRAP ROAD MAINTENANCE AGREEMENT

This Road Maintenance Agreement (the "Agreement") is made effective on December 29th, 2024 (the "Effective Date") by and between the undersigned parties (each a "Party"; collectively, the "Parties").

RECITALS

WHEREAS, Hogtrap Road is a private road situated in Humboldt County, State of California, commonly known as Hogtrap Road, and described as follows: a dirt road serving private parcels that exits Island Mountain Road 0.5 of a mile from the intersection of Bell springs road and Island Mountain Road.

WHEREAS, each of the Parties is a record owner of a real property parcel in the County of Humboldt, State of California attached to Hogtrap Road and uses Hogtrap Road for ingress and/or egress to their respective properties(each a "Property Owner").

WHEREAS, the Parties desire to enter into a written agreement to form a private non-profit Road Maintenance Association (the "Association") for the ongoing maintenance and upgrading of Hogtrap Road and for collecting funds necessary to carry out the maintenance and upgrading of Hogtrap Road.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Vehicle and Pedestrian Access Easement. Hogtrap Road shall be subject to perpetual, nonexclusive easement for ingress and egress granting access to all the Property Owners and their occupants, agents, employees, guests, service and emergency vehicles.
2. Utility Easement. Hogtrap Road shall be subject to a perpetual, nonexclusive public utility easement for the purposes of permitting above and below ground public utilities to be installed and maintained.
3. Road Association. All powers relating to Road Maintenance (as defined below) of Hogtrap Road, as well as certain rights and duties, shall be vested in the Association. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of Hogtrap Road. The Association shall be formed and shall exist only for the convenience of the Property Owners to assist with Road Maintenance. The Association may do any and all acts and things which may be reasonably necessary, convenient, or desirable in the administration of its affairs for the specific and primary purposes and meet its duties as herein set forth. The Association shall not engage in any business or profit-making activities.
4. Road Maintenance. The Association will be responsible for the maintenance, repair, upkeep and improvement of Hogtrap Road, including such reasonable maintenance and repair necessary to maintain Hogtrap Road in good operating condition, to add reasonable improvements and to ensure safe access by emergency vehicles ("Road Maintenance"). If any Property Owner independently performs Road Maintenance without the prior approval of the other Property Owners or Road manager, the Property Owner performing the Road Maintenance shall bear sole responsibility for the costs and expenses of the Road Maintenance and any damages resulting therefrom, and shall use best efforts to ensure such Road Maintenance does not impede the ability of the other Property Owners to use Hogtrap Road during ordinary working hours. However, where emergency Road Maintenance is necessary due to events out of the reasonable control of any Property Owners, any Property Owner may

commence emergency Road Maintenance without prior approval of a majority of the Property Owners, and the Association shall bear the costs and expenses of such emergency Road Maintenance.

5. Road Management. From time to time, the Association shall appoint one or more managers (each a "Road Manager"), who shall be responsible for managing Road Maintenance, including monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimal road surface standards. Each Road Manager must be a Property Owner and shall be elected from time to time by a majority of the Property Owners, to serve a term as agreed to by the Property Owners, or until the earlier resignation or removal of the Road Manager. The Road Manager(s) may, on behalf of the Association, employ or engage employees or agents and contract for such services, labor and materials, as the Road Manager(s) deem reasonably necessary to operate and maintain Hogtrap Road.

6. Cost Sharing. Road Maintenance costs ("Costs") shall be allocated and collected on a pro-rata basis between the Property Owners, as set forth herein. Prior to incurring any Costs, the Road Manager(s) will obtain at least one (1) bid for the applicable Road Maintenance project and notify the Property Owners of the Cost estimates. The prior approval of a majority of the Property Owners shall be required to commence any Road Maintenance project estimated to Cost an amount exceeding \$5,000. The Road Manager(s) may, in their reasonable discretion, commence Road Maintenance projects estimated to Cost less than \$5,000. Each Property Owner shall bear responsibility for a portion of Costs allocated to each Parcel (as defined below), equal to: (i) a fraction, expressed as a percentage, the numerator of which is the number of miles of Hogtrap Road attached to or within the Parcel (extending from the start of the private road to the intersection of each driveway, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist), and the denominator of which is the entire mileage of Hogtrap Road; (ii) Costs will be assessed on the Property Owners from time to time, upon the Association's receipt of an invoice for Road Maintenance work. Following receipt of an invoice, the Road Manager will send each Property Owner a notice of the Costs due (the "Payment Notice"), and thereafter, each Property Owner will contribute its respective share of Costs to the Association or directly to provider of the Road Maintenance services, at the discretion of the Road Manager(s).

7. Non-Payment; Collection. If any Property Owner fails or refuses to pay his or her pro rata share of the Costs of any Road Maintenance hereunder within thirty (30) days of delivery of a Payment Notice, the Association or any other Property Owner shall be entitled without further notice to advance the Costs on behalf the non-paying Property Owner, and thereafter institute legal action for the collection of Costs advanced hereunder, in accordance with the provisions of law, including but not limited to California Civil Code Section 845. The prevailing party in such action shall be entitled to recover in addition to the Costs advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the court may fix as and for reasonable attorneys' fees.

8. Definition of a Parcel; Voting. All matters requiring approval of the Property Owners shall be determined by a vote, at a meeting conducted in accordance with Paragraph 9 below, or in a writing signed by at least a majority of the Property Owners. For purposes of this Agreement, the Property Owner of each real property "Parcel," defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in case of unplatted lands, and attached to or with easement access to Hogtrap Road, shall have one (1) vote on Association matters requiring approval of the Property Owners, regardless of the numbers of individual owners of such Parcel. For the avoidance of doubt, if a Parcel is owned by more than one person, all of the individual owners of the Parcel will collectively be referred to as the "Property Owner" for the purposes of this

Agreement, and will be entitled to one (1) collective vote, and if one Property Owner owns multiple Parcels, such Property Owner will be entitled to one (1) vote for each Parcel (i.e. each Parcel represents one vote in the matters covered by this Agreement).

9. Meetings. The Road Manager will call a meeting of the Property Owners at least once a year, at a place and time determined by the Road Manager. The Road Manager will provide the Property Owners with notice of all meetings by mail, phone, or verbal notification at least three (3) weeks prior. On all matters requiring a vote by the Property Owners, a majority vote of the Property Owners present at the meeting shall control.

10. Effective Term. This Agreement shall be perpetual, shall encumber and run with the land as long as Hogtrap Road remains private. This Association may be dissolved by approval of a majority vote of the Property Owners.

12. Severability. Should any of the covenants contained in this Agreement be void or become unenforceable in law or in equity, the remaining portions of this Agreement shall nevertheless be and remain in full force and effect.

13. Binding Agreement. Every person who acquires title, legal or equitable, to any of the listed Parcels after shall become a member of the Association and bound by this Agreement; provided, however, that such membership is not intended to apply to those persons who hold an interest in any such property merely as security for the performance of an obligation. This Agreement shall be binding upon the Parties hereto, their respective heirs, executors, administrators, and assigns.

14. Amendments. This Agreement may only be amended by a two-thirds majority consent of all Property Owners.

15. Disputes. Except with respect to non-payment of Costs as set forth in Paragraph 7 above, if a dispute arises over any aspect of the Road Maintenance, including improvements, maintenance, repair or replacement, a third-party mediator shall be hired to help the parties find a solution. Should this attempt fail to resolve the issue, a third-party legal arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all the Property Owners.

signed,



Land Owner: Joseph A Cipriano

Date: 12/29/2024
APN: 218-081-003 PLN: 13356


signed,



Land Owner: Joseph A Cipriano

Date: 12/29/2024
APN: 218-071-003 PLN: 13336

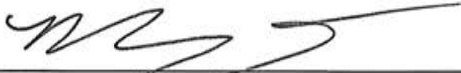
signed,



Land Owner: Mark Finley

Date: 12/30/24
APN: 218-081-008 PLN: 13374


signed,



Land Owner: Mark Finley

Date: 12/30/24
APN: 218-190-001 PLN: 13365


signed,



Land Owner: Mark Finley

Date: 12/30/24
APN: 218-081-006 PLN: 13367

signed,



Land Owner: Mark Finley

Date: 12/30/24
APN: 218-081-002 PLN: 13337

signed,

Print Land Owner Name:

Date: _____
APN: _____

signed,

Print Land Owner Name:

Date: _____
APN: _____

signed,

Print Land Owner Name:

Date: _____
APN: _____