

ACCESS EASEMENT AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF POLK §

THIS NON-EXCLUSIVE WATERFRONT WALKWAY EASEMENT AND WATERFRONT MAINTENANCE EASEMENT AGREEMENT ("Agreement") is made and entered into effective as of the 25th day of October 2005, by LEISUREWOOD LIMITED PARTNERSHIP, a Texas limited partnership ("Grantor").

RECITALS:

1. Grantor is the owner of the Leisurewood Subdivision in Polk County, Texas, as said subdivision is depicted upon a plat thereof recorded in Volume 9, Page 5 of the Plat Records of Polk County, Texas (herein called the "Subdivision").

2. Grantor has completed and filed on September 23, 2003, a Partial Replat of the Leisurewood Subdivision lots Forty Four (44) through Fifty Five (55) which were resubdivided into lots Eighty Three (83) through Ninety Seven (97) and that Partial Replat is depicted upon a plat thereof recorded in Volume 11, Page 37 of the Plat Records of Polk County, Texas (herein called the "Partial Replat").

3. Grantor now desires to formalize the provision of a Twenty (20) foot access easement along the shoreline and the Geo-tube shoreline protection, north of the "T" post marking the southern lot line at the corners of the waterfront lots extending from the eastern boundary of the dedicated Marina Access Reserve "A", west to the western boundary of Lot Eighty Four (84), as shown on Exhibit A, attached hereto and made a part hereof for all purposes (the "Waterfront Walkway Easement").

4. Grantor also desires to formalize the provision of an access and maintenance easement covering an area from the northern most edge of the Geo-tube shoreline protection to the southern most boundary line of the original Leisurewood Subdivision survey, as depicted in Subdivision and Partial Replat surveys, extending from the eastern boundary of the dedicated Marina Access Reserve "A", west to the western boundary of Lot Eighty Four (84), as shown on Exhibit B, attached hereto and made a part hereof for all purposes (the "Waterfront Maintenance Easement").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants a non-exclusive Waterfront Walkway Easement and Waterfront Maintenance Easement for ingress and egress for use as access and maintenance easements (the "Easements") for subdivision lot owners ("Lot Owners") upon, over and across the Easements, subject to all encumbrances and other matters of record in Polk County, Texas, and/or visible and on the ground that a correct survey would reveal, to the full extent such encumbrances and other matters exist and affect the Easements herein granted; provided, however, that the Easements shall be used solely for the purposes described herein, and for no other purposes whatsoever.

TO HAVE AND TO HOLD the Easements, subject to the terms hereof, Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the Easements, subject, however, as aforesaid, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

Grantor reserves the right, for itself, its successors and assigns, (a) to use and enjoy the Easements for any purposes whatsoever, including but not limited to maintenance of the Easements; and (b) to grant others non-exclusive easements or rights-of-way, for such purposes as Grantor may desire, upon, over, through, under and across the Easements, provided that such use does not unreasonably interfere with the use of the Easements by Lot Owners; and (c) to modify, reduce, relocate or rearrange the Easements so long as Grantor meets the applicable requirement of Polk County.

These Easements shall be appurtenant to and for the benefit of each Lot and shall run with the land. Nothing contained in this Agreement, however, shall be deemed to be intended to or construed as creating any right in and for the benefit of the general public.

It is understood and agreed that this Agreement is an easement only and in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantor.


This Agreement constitutes the entire agreement with respect to the subject matter hereof. This Agreement shall not be amended except by written instrument signed by Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its proper and duly authorized officer on the date of the acknowledgement hereto, but effective as of the day and year first above written.

"GRANTOR"

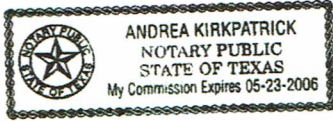
LEISUREWOOD LIMITED PARTNERSHIP,
a Texas limited partnership

By: Leisurewood Development Corporation,
General Partner


M.E. FITZGERALD, III, President

THE STATE OF TEXAS §
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COUNTY OF POLK §

The foregoing instrument was acknowledged before me on the 25 day of October, 2005, by M.E. FITZGERALD, III., the president of Leisurewood Development Corporation, the General Partner of LEISUREWOOD LIMITED PARTNERSHIP, a Texas limited partnership for the purposes expressed herein and on behalf of the partnership.



Andrea Kirkpatrick
NOTARY PUBLIC, In and For
The State of Texas

AFTER RECORDING, RETURN TO:

Mike Fitzgerald
245 Bridgewater
Omalaska, TX
77360

FILED FOR RECORD
2005 OCT 25 P 2:46

Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK

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State of Texas }
County of Polk }
I, BARBARA MIDDLETON hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS of Polk County, Texas as stamped hereon by me.

OCT 25 2005



Barbara Middleton
COUNTY CLERK
POLK COUNTY, TEXAS