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**ROADWAY ACCESS EASEMENT**

Date: February 25, 2008 me BJ  
December 5, 2007

Owner of the Property: VILLA MONTECHINO, LP, acting by and through its General Partner, Atlas Interests, LLC.

Owner of the Property's Mailing Address: 21110 Twisting Trail, Lago Vista, Texas 78645

Property: Lot 34, Marshall's Harbor Subdivision, as shown in Document Number Document Number 200000248 of the Plat Records of Travis County, Texas

Owner of the Property, Lot 34 in the Marshall's Harbor Subdivision, hereby grants and conveys to Mickey Redwine, the owner of Lot 42A in the Marshall's Harbor Subdivision, a roadway access easement over Lot 34 for the purpose of assuring that the owner of Lot 42A can access Lot 42A in Marshall's Harbor Subdivision from the roadway which is contiguous to the southern boundary of Lot 34.

**DEFINITIONS**

1.01 "Owner" or "Owners" shall refer to the record owner, whether one or more persons or entities, his, her or its heirs, successors and assigns, of any right, title, or interest in or to the Property or any part thereof.

1.02 "Tract" or "Tracts" shall refer to the real property, or a part of the real property, defined as "Property".

**GRANT OF EASEMENT**

2.01 The Roadway Access Easement is a twenty foot wide roadway access easement which is contiguous to the eastern boundary line of Lot 34 bordering the cull de sac connecting the roadway at Lot 34's southern boundary with Lot 42A, as portrayed in Exhibit "A", attached hereto and incorporated herein. This is a non-exclusive access easement.

2.02 The Owner of Lot 42A shall have the duty to maintain the access easement.

2.03 This Easement is not a conveyance of an interest in real property to the public or any governmental body.

**CONSIDERATION**

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3.01 The consideration for this Roadway Access Easement is compliance with the provisions of the Agreement Between Villa Montechino, LP/Brian S. Atlas and Mickey Redwine dated August 30, 2007.

### ENFORCEMENT

4.01 Any Owner of Lot 42A shall have the right to enforce, by any proceeding at law or in equity, including specific performance, the easement and restrictions imposed by this Easement. Failure to enforce the Easement shall in no event be deemed a waiver of the right to do so thereafter.

### MODIFICATION OR TERMINATION

5.01 This Easement may be modified, amended, or terminated only by the joint action of (a) the Owner of Lot 42A of Marshall's Harbor Subdivision; and, (b) the Owner of Lot 34 of Marshall's Harbor Subdivision. Such joint action shall only become effective after it has been reduced to writing, signed by all parties and filed in the Travis County Real Property Records.

### OBLIGATIONS TO RUN WITH THE LAND

6.01 The obligations of Owner of the Property created in this Agreement run with the land described as the Property in this Easement.

### FINAL AGREEMENT

7.01 This Agreement supercedes any and all prior agreements on the issues addressed in this Agreement, either oral or written.

### ATTORNEY'S FEES

8.01 In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, and/or equity) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its or his reasonable attorney fees and costs and expenses incurred.

### SEVERABILITY

9.01 If any part of this Easement is for any reason held to be unconstitutional, invalid, or unenforceable, the validity of the remaining portions of this Easement shall not be affected thereby. All provisions of this Easement are, therefore, severable for the purpose of maintaining in full force and effect the remaining provisions of this Easement.

Signed by Owner of the Property this

*5th day of December 2007* *MR BA*

*25th* *February 2008* *BA*

*MR*

VILLA MONTECHINO LP acting by and through its General Partner, Atlas Interests, LLC

By:   
Brian S. Atlas, Manager

**ACCEPTED AND AGREED TO:**

  
Mickey Redwine  
  
Brian S. Atlas

12-5-07  
Date

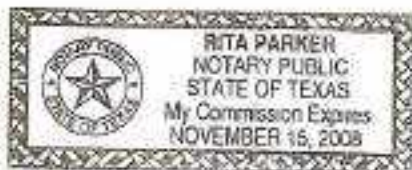
2/25/08  
Date

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was sworn to, subscribed and acknowledged before me, the undersigned authority, on this the 25 day of December, 2007 by Brian S. Atlas, Manager on behalf of Atlas Interests, LLC, General Partner of VILLA MONTECHINO LP.



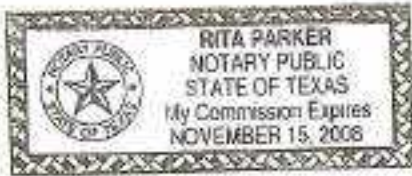
  
Notary Public in and for the State of Texas


**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was sworn to, subscribed and acknowledged before me, the undersigned authority, on this the 25 day of December, 2007 by Brian S. Atlas.



  
Notary Public in and for the State of Texas

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was sworn to, subscribed and acknowledged before me, the undersigned authority, on this the 5<sup>th</sup> day of December, 2007 by Mickey Redwine.

  
Notary Public in and for the State of Texas

**AFTER RECORDING RETURN TO:**

Scanlan, Buckle & Young, P.C.  
602 West 11<sup>th</sup> Street  
Austin, Texas 78701

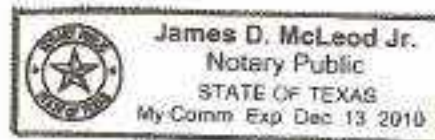


EXHIBIT A

AMENDED PLAT OF

LOTS 27-32 & 35-42

MARSHALL'S HARBOR

LOT 42-A

HARBOR

LOT 34

MARSHALL'S

LAKE TRAVIS  
COLLETS RIVER

LAKESHORE RANCH SUBD. NO.

RESUBD

MAP NO.  
16470

1887 1888 1889  
1890 1891 1892  
1893 1894 1895  
1896 1897 1898  
1899 1900 1901

1" = 400' MAP  
REFERENCE



TRAVIS CENTRAL APPRAISAL DISTRICT  
 8314 Cross Park Drive Austin, Tx 78754  
 Internet Address WWW.TRAVISCAD.ORG  
 Main Telephone Number (512)834-5337  
 Fax Number (512)835-5371  
 P.O. Box 14502 Austin, Tx 78714  
 Address Information (512)834-6138  
 TDD (512)834-5326

ADJUSTED  
 DIV. 2 LAND WITH  
 LOTS 27-32 &  
 35-42  
 1887-1901

188005  
 188006-08