

## RECIPROCAL ACCESS EASEMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

EVEN ROCK LLC whose mailing address is P.O. Box 8127, Round Rock, Texas 78683, LYNNWOOD VIEW LLC, whose mailing address is P.O. Box 8127, Round Rock, Texas 78683, RAMSWAROOP BODDU & RAMSI SURENDRAN BODDU ("Boddu"), whose mailing address is 3517 Gattis School Road, Round Rock, Texas 78664, and DOUGLAS E. MARTIN ("Martin"), whose mailing address is 3525 Gattis School Road, Round Rock, Texas 78664, convey reciprocal easements to each other, on the basis of the following facts and understandings.

### RECITALS

1. EVEN ROCK LLC owns certain property ("Property A") located in Round Rock, Texas, and described as:

Being approximately 5.339 acres out of the Asa Thomas Survey, Abstract No. 609, in Williamson County, Texas, and being that same tract of land described in a deed to EVEN ROCK LLC, recorded in Document Number 2018071636 of the Williamson County Official Public Records.

2. LYNNWOOD VIEW LLC owns certain other property ("Property B") located in Round Rock, Texas. Property B is described as:

Being approximately 5.20 acres out of the Asa Thomas Survey, Abstract No. 609, in Williamson County, Texas, and being that same tract of land described in a deed to LYNNWOOD VIEW LLC, recorded in Document Number 2019063781 of the Williamson County Official Public Records.

3. Boddu owns certain other property ("Property C") located in Round Rock, Texas. Property C is described as:

Being approximately 5.32 acres out of the Asa Thomas Survey, Abstract No. 609, in Williamson County, Texas, and being that same tract of land described in a deed to Ramswaroop R. Boddu and Resmi Surdendran, husband and wife, recorded in Document Number 2013003409 of the Williamson County Official Public Records.

4. Martin owns certain other property ("Property D"). Property D is described as:

Being approximately 5.32 acres out of the Asa Thomas Survey, Abstract No. 609, in Williamson County, Texas, and being that same tract of land described in a deed to Douglas E. Martin and wife, Martha J. Martin, of record in Volume 821, Page 258, Deed Records, Williamson County, Texas.

5. EVEN ROCK LLC, LYNNWOOD VIEW LLC, Boddu, and Martin are hereinafter collectively referred to as the "Parties".
6. Property A, Property B, Property C, and Property D are hereinafter collectively referred to as the "Properties".
7. The Properties are all located adjacent to and have access to Gattis School Road
8. The City of Round Rock has plans to further develop and widen Gattis School Road, which may impact the Properties' access to Gattis School Road.
9. The Parties wish to grant twenty-six (26) foot wide reciprocal access easements parallel and adjacent to the Gattis School Road right-of-way, over, under, and across those portions of the Properties directly to the south of the Gattis School Road right-of-way (the "Easement Area").
10. The Parties desire to have the mutual and reciprocal right to use the entire surface of the Road for purposes of ingress and egress.

THE PARTIES THEREFORE AGREE, in consideration of the mutual and reciprocal grants and agreements made here, as follows:

## **CONVEYANCE**

### **Grant of Reciprocal Access Easements**

1. The Parties hereby grant to each other a permanent, non-exclusive easement for vehicular and pedestrian access within the Easement Area located from time to time on their respective property (the "Reciprocal Easements"). Except to abate an emergency, no trees, permanent buildings, structures, fences or other barriers shall be placed in the Easement Area or shall be allowed to prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over, to, and from the Easement Area, and no change of grade elevation or excavation shall be made upon the Easement Area, without the prior approval of each Property Owner, which approval shall not be unreasonably withheld or delayed.

**Purpose of Easement**

2. This access easement, with its rights and privileges, shall be used only for the purpose of providing pedestrian and vehicular ingress and egress over and across said properties.

**Duration of Easement**

3. This easement shall be perpetual.

**Warranty of Title**

4. Each Party's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement and rights conveyed in this instrument to the other Party's heirs, personal representatives, successors, and assigns against every person lawfully claiming or to claim all or any part of the interest in the Property.

**Nonexclusivity of Easement**

5. The easement, rights, and privileges granted by this conveyance are nonexclusive, and each Party reserves and retains the right to convey similar rights and easements to such other persons as each Party may deem proper.

**Indemnity**

6. Each Party shall hold harmless, defend, and indemnify the other Party against any suits, liabilities, claims, demands or damages, including but not limited to personal injuries and attorneys' fees, arising from any Party's exercise of easement rights granted by this instrument.

**Maintenance**

7. Each Property Owner shall pay the expense of maintaining and repairing the Easement Area on their respective property, including the payment of all real estate taxes and assessments.

**Rights Reserved**

8. Each Party retains, reserves, and shall continue to enjoy the use of the surface of the easement area described in Paragraph 4 of this Agreement for any and all purposes that do not interfere with and prevent other Party's use of the easement. This includes, without limitation, the right to build and use the surface of the easement area for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses and to

dedicate all or any part of the easement area to any city for use as a public street, road, or alley.

### **Covenants Running with Land**

9. The rights contained within this Reciprocal Access Easement shall run with the land and inure to and be for the benefit of each Property Owner, their successors and assigns, and the tenants, agents, employees, sub-tenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such persons. The rights conferred hereby shall be enforceable by injunction in the appropriate court in the event of their breach.

### **Entire Agreement**

10. This Reciprocal Access Easement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by the Parties.

Executed this 16<sup>th</sup> day of 12, 2019.

*(signature pages follow)*

Property A:

By: [Signature]  
EVEN ROCK LLC

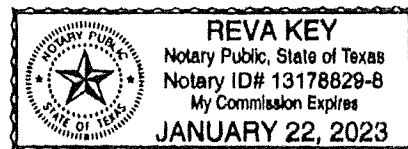
Date: 12/16/19

**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF Williamson



This instrument was acknowledged before me on this the 16 day of December, 2019 by STEVEN TONG, MANAGER OF EVEN ROCK LLC, in the capacity and for the purposes and consideration recited therein.

Reva L. Key  
Notary Public, State of Texas

Property B:

By: [Signature]  
LYNNWOOD VIEW LLC

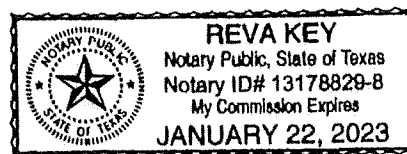
Date: 12/16/19

**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF Williamson



This instrument was acknowledged before me on this the 16 day of December, 2019 by STEVEN TONG, MANAGER OF LYNNWOOD VIEW LLC, in the capacity and for the purposes and consideration recited therein.

Reva L. Key  
Notary Public, State of Texas