

RESERVATION OF ACCESS EASEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF MONTGOMERY §

2nd THIS RESERVATION OF ACCESS EASEMENT (this "Declaration") is made this day of June, 2008 (the "Effective Date"), by LAKE CONROE DEVELOPMENT CORPORATION, a Texas corporation (the "Grantee").

WITNESSETH:

WHEREAS, Grantee is the owner of those certain private streets located within the White Oak Ranch Subdivision, Section One, a subdivision in Montgomery County, Texas, which streets are noted as "Private" on that certain map or plat recorded in Cabinet Q, Sheet 75, inclusive, of the Map Records of Montgomery County, Texas (the "Easement Property"); and

WHEREAS, Grantee desires to establish, for the benefit of Grantee, and its licensees, successors, and assigns, including, without limitation, any contractor or construction company now or hereafter seeking to use the Easement Property pursuant to a construction contract or subcontract with Grantee, and their licensees, successors, invitees and assigns (collectively, the "Benefited Parties"), certain easements for ingress and egress and other uses to facilitate the Benefited Parties' use of Easement Property and the continued development of the White Oak Ranch Subdivision or any other subdivision later brought within the jurisdiction, or control of White Oak Ranch Subdivision Homeowners Association, Inc., and the general use and/or development of adjacent property owned by Grantee, its licensees, successors and assigns.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor states as follows:

1. **Declaration of Easement.** Grantee hereby establishes the following easements for the benefit of the Benefited Parties: a perpetual, non-exclusive vehicular and pedestrian easement over, upon, and across the Easement Property, together with the right to store dirt, vehicles, equipment, and construction materials on the Easement Property, and all other uses of the Easement Property incident to the construction and build-out of the White Oak Ranch Subdivision, as it may be enlarged by Grantee from time to time, and the general uses and/or development by Grantee, or its licensees, successors or assigns, of its real property adjacent to the Easement Property (collectively, the "Easements"). The Easements shall be subject and subordinate to any and all reservations, restrictions, encumbrances, and rights-of-way, if any, of record on the Easement Property as of the Effective Date. White Oak Ranch Subdivision Homeowners Association, Inc. shall continue to enjoy the use of the Easement Property for any and all purposes that do not unreasonably interfere with or prevent the use of the Easement by the Benefited Parties.

2. **Use of Easement.** Grantee and/or the Benefited Parties may enter onto the Easement Property and exercise the Easement granted herein at any time, and from time to time, provided, however, that White Oak Ranch Subdivision Homeowners Association, Inc. may close the entrance gate to the White Oak Ranch Subdivision between the hours of 10:00 p.m. and 5:00 a.m., and at such other times as expressly permitted by Grantee, so long as Grantee is given all necessary codes or electronic devices necessary to open the entrance gate during such times. The Benefited Parties' use of the Easements granted herein shall not be subject to any restriction condition, rule or regulations now or hereafter imposed by White Oak Ranch Subdivision Homeowners Association, Inc., or its governing body, with respect to noise, weight, vibration, speed, cleanliness, or likelihood of damage to the Easement Property. The Benefited Parties shall not be required to close or secure any gate or enclosure upon exiting the Easement Property.

3. **Term of Easement.** The Easements granted herein shall exist in perpetuity or until the recordation of a release or termination of the Easements by Grantee.

4. **Costs; Fees.** The use of the Easement Property and/or the Easements established in this Declaration shall be solely for the benefit of the Grantee and/or any Benefited Parties, and any profits, fees, percentages, or other remuneration in connection with Grantee's use of the Easement Property and/or the Easements granted herein shall be the sole property of Grantee.

5. **Nature of Easements.** The Easements established in this Declaration, and the restrictions and reservations established hereby, are for the benefit of Grantee and the Benefited Parties, as appropriate, as set forth herein, and constitute covenants running with the land burdened thereby and shall bind and benefit each and every person or entity having any interest therein (whether a fee interest, a leasehold interest, or otherwise) from time to time and at any time from and after the Effective Date. Grantee shall have the free right to transfer or assign all or a portion of the Easements, in whole or in part, without the consent of the Grantor.

6. **Repair and Maintenance.** Grantee shall not be responsible to maintain, repair, and in its discretion replace all or any portion of the Easement Property that is damaged or disturbed by the Benefited Parties. Except as specifically set forth in this Declaration, Grantee shall not have any obligation of any kind relating to the Easement Property.

7. **Attorneys' Fees.** If any litigation or arbitration occurs relating to this Declaration, the prevailing party shall be awarded, as part of the judgment or settlement, all reasonable attorneys' fees, costs, and expenses incurred in connection with such litigation or arbitration, except as may be limited by applicable law.

8. **Captions; Choice of Law; Reformation.** The captions and headings used in this Declaration are for the purposes of convenience only and shall not affect the meaning, interpretation, or validity of this Declaration. This Declaration shall be governed, construed, and interpreted in accordance with the laws of the State of Texas, without regard to conflicts of laws principles of any jurisdiction. This Declaration shall be construed reasonably so that the intention to create a commercially useful access easement over the Easement Property, in favor of Grantee, is fulfilled. If any provision, clause, or other portion of this Declaration shall become void, illegal, invalid, or unenforceable for any reason, the offending provision or clause shall, if

possible, be reformed by the authority making such decision in such manner as will implement, to the fullest extent legally permissible, the expressed intentions of the Grantor without illegality or unenforceability. If such reformation is not possible, the offending provision or clause shall be stricken and all other provisions and clauses of this Declaration shall nevertheless remain in full force and effect to the fullest extent permitted by law.

IN WITNESS WHEREOF, Grantee has duly executed this Declaration as of the day and year first written above.

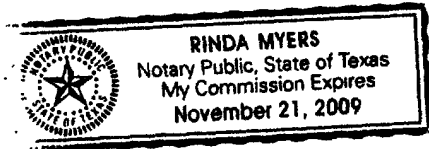
GRANTEE:

LAKE CONROE DEVELOPMENT CORPORATION, a Texas corporation

By: Gary B. Calfee
Gary B. Calfee, President

STATE OF TEXAS §
COUNTY OF Harris §

The foregoing instrument was acknowledged before me this 2nd day of June, 2008 by GARY B. CALFEE, President of LAKE CONROE DEVELOPMENT CORPORATION, a Texas corporation, on behalf of said corporation.



Rinda Myers
Notary Public in and for the State of Texas

After Recording Return to:
Rapp Law Firm, P.C.
3050 Post Oak Blvd., Ste. 400
Houston, Texas 77056

Calfee LakeConroe.Easement-Roadways 02

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

JUN 20 2008

FILED FOR RECORD

2008 JUN 20 PM 3:30



Mark Turnbull
County Clerk
Montgomery County, Texas

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.