

1448
Filed for Record on the 11 day of August A.D. 1983 at 9:00 a.m. Clerk D.H.
Duly Recorded this the 11 day of August A.D. 1983 at 2:25 a.m. Clerk D.H.

FRANK DUNN, County Clerk
McLennan County, Texas

By D. M. M. M. M. Deputy

17422

THE STATE OF TEXAS)

COUNTY OF McLENNAN)

BEFORE ME BY THESE PRESENTS:

RECIPROCAL EASEMENT AND USE AGREEMENT

THIS Reciprocal Easement and Use Agreement (this Agreement) made and entered into on this the 27th day of July in 1983 by and between LGU ANN JOINT VENTURE, a Texas Joint Venture composed of LGU ANN CORPORATION, a Texas Corporation, and RALPH BOWEN CONSTRUCTION CO. INC., a Texas Corporation, hereinafter collectively referred to as "Joint Venturer", and LOUISE PORTER ROCKS, hereinafter referred to as "Developer";

WITNESSETH:

WHEREAS, Joint Venturer is the owner of certain real property located in Waco, McLennan County, Texas, and described in the attached Exhibit A-1, which is made a part hereof for all purposes, and all improvements and buildings located thereon; and

WHEREAS, the Developer is the owner of certain real property located in Waco, McLennan County, Texas, and described in the attached Exhibit A-2, which is made a part hereof for all purposes, and all improvements and buildings located thereon; and

WHEREAS, Joint Venturer desires to grant to Developer a non-exclusive easement, on the terms and conditions described below, on, to, over and across that part of its property contained in the 20-foot ingress and egress easement described in the attached Exhibit B, attached hereto and made a part hereof for all purposes; and

WHEREAS, Developer desires to grant to Joint Venturer a non-exclusive easement, on the terms and conditions described below, on, to, over and across that part of its property which is contained in the 20-foot ingress and egress easement described in the attached Exhibit B; and

WHEREAS, the parties desire to make an integrated use of the easement area (hereinafter referred to as the "easement area"); and

WHEREAS, the parties desire to make certain provisions for the maintenance and operation of this easement area and to make certain other covenants and agreements as hereinafter more specifically set forth;

100
NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the covenants and agreements on the part of each party to each other, as hereinafter set forth, it is agreed as follows:

1. Definitions.

a. All lessors, sub-lessors and occupants of the properties described in the attached Exhibits A-1 and A-2 and all customers, employees and other invitees of such lessors, sub-lessors and occupants shall be referred to as "Permittees".

b. The term "party or parties" shall mean each of the persons executing this instrument or their respective successors and assigns.

2. Easements and Rights-of-Way.

a. There are hereby established non-exclusive easements and rights-of-way for motor vehicle and pedestrian use and any incidental uses connected therewith, on, to, over, or across the easement area for the benefit of the parties and the Permittees.

b. There are hereby established non-exclusive easements for ingress and egress, and the incidental uses connected therewith, on, to, over and across the easement area for the benefit of the parties and the Permittees.

c. Each and all of the easements and rights granted or created hereunder are appurtenances to the property and none of the easements and rights-of-way may be transferred, assigned or encumbered except as an appurtenance to such property. For the purpose of the easement and the rights of parties hereto, the portions of the property benefited will constitute the dominant estate and the portions of the property burdened by such easements and rights shall constitute the servient estate.

d. Each and all of the covenants, restrictions, conditions and provisions contained in this agreement are made for the direct, mutual and reciprocal benefit of each and every part of the property described in the attached Exhibits A-1 and A-2 and shall create mutual and equitable servitudes for each and every part of the property in favor of every other part of the property; shall constitute covenants running with the land; shall bind every person having any fee, leasehold,

security or other interest in any part of the property at any time or from time to time to the extent that such part of the property is affected or bound by the covenant, restriction, condition or provision in question, or that the covenant, restriction, condition or provision is to be performed on or with respect to such portion and shall inure to the benefit of the parties and their respective successors and assigns as to the respective portion of the property which each party owns.

c. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the easement area to the general public or for any public purpose whatsoever, it being the intention of the parties that this agreement shall be strictly limited to and for the purposes herein expressed.

3. Covenants and Obligations.

a. Each of the parties hereto agrees to maintain the easement area located on the property owned by such party. Such maintenance shall include the providing of a smooth and evenly covered surface with a type of surfacing material originally installed thereon or such substitute thereof as shall in all respects be equal thereto in quality, appearance and durability. Maintenance shall include the removal of all debris and refuse from the easement area and the maintenance of appropriate directional signs and markers which should be reasonably required. Maintenance shall mean the removal of all unnecessary obstructions to ingress and egress and/or free movement along ingress and egress areas.

b. Parties shall not build or maintain or permit to be built or maintained any structure on the easement area unless both parties otherwise agree in writing.

c. Each party agrees to pay all real estate taxes, assessments and other charges which may be levied, assessed or charged against the part of the easement area which it owns in fee simple.

4. Default.

a. In the event that either party shall fail to perform the required maintenance or fail to perform or commence to perform or diligently pursue any of its obligations hereunder to the satisfaction of the other party, the other party shall have the right to enter the easement area or any portion thereof and perform such work or furnish such services.

Prior to the performance of any work or obligation or the furnishing of services by a party, written notice of its intention to do so, specifying the work to be performed, shall be given to the other party, not less than ten (10) days prior to the commencement of such work. During such period, the party with the original primary obligation to perform the services shall have a right to cure such default.

b. Upon completion of such work or services furnished by any party not obligated to perform such work or services under this agreement, an itemized statement of the costs thereof shall be submitted to and the amount thereof shall be immediately due and payable by the party so obligated. The amounts reflected in such statement of account shall bear interest at the rate of ten percent (10%) per annum until paid.

c. In the event of any violation or threatened violation by any party or permitted or by any other person of any of the terms, covenants or conditions of this agreement, either of the parties shall have the right, in addition to the right to collect damages and any other remedy available by law, to enjoin such violation or threatened violation in a court of competent jurisdiction.

d. It is expressly agreed that no breach of this agreement shall entitle either party to cancel, rescind or otherwise terminate this agreement.

5. Term. Each easement, restriction and covenant undertaken in this agreement shall be for a term of fifty (50) years from the date hereof and so long thereafter as the properties are used for residential purposes.

6. Miscellaneous.

a. This instrument shall not be modified, terminated or rescinded without the written consent of all parties, duly executed and acknowledged by them and recorded in the office of the County Clerk of McLennan County, Texas.

b. No amendment, modification, extension or termination shall affect the rights of or be effective against any mortgagee under a mortgage unless the mortgagee or the beneficiary and trustee, as the case may be, consent to such.

IN WITNESS WHEREOF, the parties have executed this agreement
on the day first above written.

LOU ANN JOINT VENTURE
By LOUANN CORPORATION

By Louise Wicks
Louise Wicks, President
3715 C. St.
Waco, Texas
John Bowen Hibbard
John Bowen Construction Co., Inc.
RALPH BOWEN CONSTRUCTION CO., INC.

By Mary Bowen
Mary Bowen, President
9301 Hill Lane
Waco, Texas
Louise Porter Wicks
Louise Porter Wicks
John Bowen Hibbard
(Sec.)

THE STATE OF TEXAS)
COUNTY OF McLENNAN)

BEFORE ME, the undersigned authority, on this day personally
appeared LOUISE WICKS, President of LOUANN CORPORATION, a corporation, known
to me to be the person whose name is subscribed to the foregoing instrument
and acknowledged to me that she executed the same for the purposes and
consideration therein expressed, in the capacity therein stated, and as
the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of
July, 1985.

Elda McKenzie
Notary Public in and for State of Texas
My Commission Expires: 4-14-85

THE STATE OF TEXAS)
COUNTY OF McLENNAN)

BEFORE ME, the undersigned authority, on this day personally
appeared MARY BOWEN, President of RALPH BOWEN CONSTRUCTION CO., INC., a
corporation, known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that she executed the same for
the purposes and consideration therein expressed, in the capacity therein
stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of July,

Elda McKenzie
Notary Public in and for State of Texas
My Commission Expires: 4-14-85

THE STATE OF TEXAS)

COUNTY OF McLENNAN)

BEFORE ME, the undersigned authority, on this day personally appeared LOUISE PORTER HOOKS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

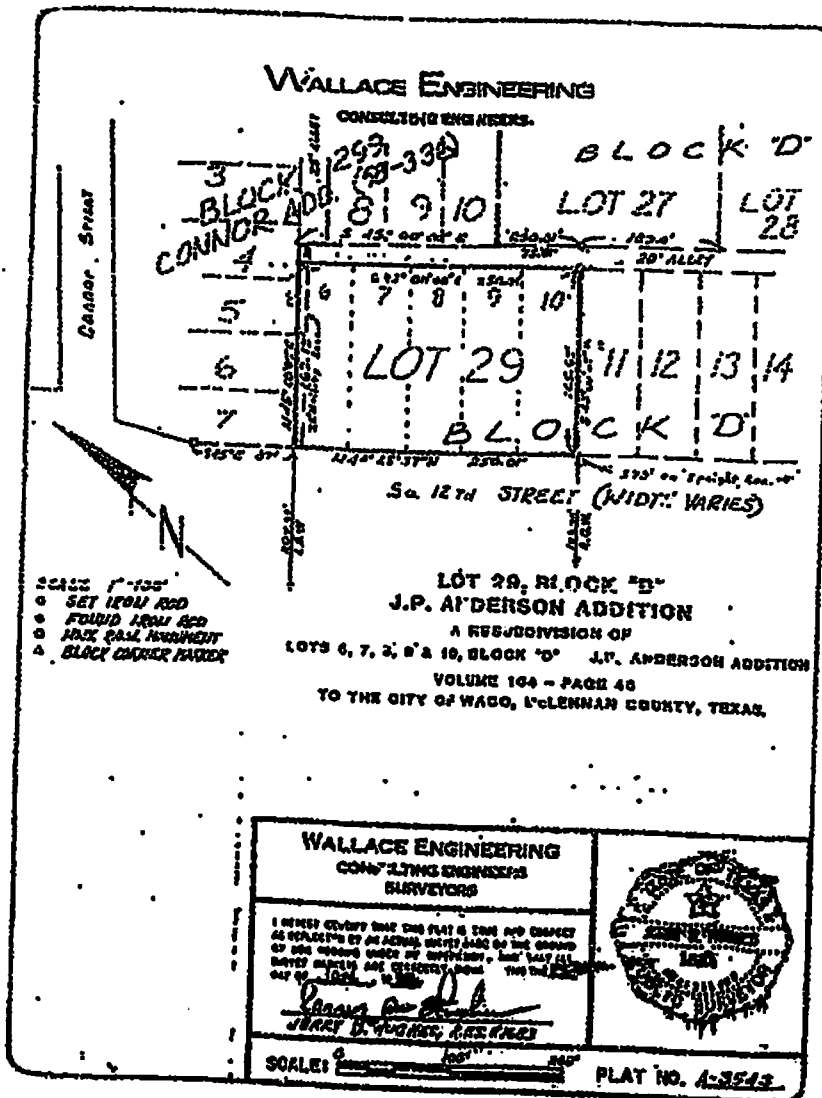
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 28th day of July, 1983.



Elda McKenzie
Elda McKenzie
Notary Public
My Commission Expires: 4-17-85

Lot Twenty-nine (29) in Block "D" of the J. P. Anderson Addition, a subdivision of Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) in Block "D" of the J. P. Anderson Addition to the City of Waco, McLennan County, Texas; according to the plat of said addition recorded in Volume 104, page 46 of the Deed Records of McLennan County, Texas.

435



468

EXHIBIT A-7

SE1/4 Sec Eleven (11) in Block "D" of the J. P. Anderson Subdivision to the City of Waco, McLennan County, Texas, according to plat of said addition recorded in Vol. 104, page 46 of the McLennan County Deed Records.

EXHIBIT B

WALLACE ENGINEERING

CONSULTING ENGINEERS

POST OFFICE BOX 1917 - 215 FRANKLIN AVE.
WACO, TEXAS 76790 PHONE 817-712-8881

20 Foot Ingress and Egress Easement
Lot 29, Block "D"
J. P. ANDERSON ADDITION

FILED DESCRIPTION for a 20 foot wide Ingress and Egress Easement across a portion of that certain tract of land known as Lot 29, Block "D", of the J. P. ANDERSON ADDITION to the CITY of WACO, in McLennan County, Texas, plat of said Addition being recorded in Volume page of the Deed Records of McLennan County, Texas. Said 20 foot easement being described by notes and bounds as follows;

BEGINNING at a concrete monument which marks the SW corner of said Lot 29 said monument also in the west or northwest line of South 12th Street, for the SW corner of this description;

THENCE North 44 degrees 25 minutes 37 seconds West along the west line of said Lot 29, and the east or northeast line of South 12th Street, a distance of 20.00 feet to a point in said east or northeast line, for corner;

THENCE North 44 degrees 25 minutes 37 seconds West along the east or northeast line of said Street, a distance of 20.00 feet to a point in said east or northeast line, for corner;

THENCE North 45 degrees 00 minutes 00 seconds East a distance of 165.43 feet to a point in the east line of said Lot 29, for corner;

THENCE South 45 degrees 00 minutes 00 seconds East with the east line of Lot 29, a distance of 20.00 feet to a concrete monument which marks the SE corner of said Lot 29, for the SE corner of this;

THENCE South 45 degrees 00 minutes 00 seconds West a distance of 165.63 feet to the POINT OF BEGINNING, and containing 3310.361 square feet or .0760 acres of land, more or less.



Compiled, July 22, 1983
WALLACE ENGINEERING

Jerry D. Hughes
Jerry D. Hughes, R.P.S. #1683

Filed for Record on the 8 day of August A.D. 1983 at 8⁰⁰ o'clock A.M.
Duly Recorded this the 8 day of August A.D. 1983 at 2³⁰ o'clock P.M.

FRANK DEWITT, County Clerk
McLennan County, Texas

By *Jerry M. ...* Deputy

MCC 2003032236 3 pgs

EXHIBIT "A"**MEMORANDUM OF AGREEMENT AND EASEMENT**

This Memorandum of Agreement and Easement (this "Memorandum") is made and entered into this 26th day of June 2003 by and between Lou Ann Condominium Owner Association, a Home Owners Association [corporation][limited partnership][limited liability company, etc.] ("Owner"), and Grande Communications, Inc., a Delaware corporation ("Operator").

WITNESS TO:

WHEREAS, the Operator is in the business of providing telecommunications and other services, including but not limited to cable television, high speed internet, and telephony services; and

WHEREAS, the Owner owns certain real property and improvements located at 1320 S. 12th [address], Waco [city], County of McLennan, Texas, known as Lou Ann Condominiums currently consisting primarily of 25 residential units and more particularly described on Exhibit "A" attached hereto and made a part hereof (the real property and improvements, including existing units, together with all additional units constructed on the property, being referred to as the "Property"); and

WHEREAS, Owner desires to make Operator's services available to the residents of the Property (the "Residents"), and Operator is willing to provide such services to the Property, on the terms and conditions more particularly set forth in that certain Communications Services Agreement entered into between Operator and Owner on or about the date hereof (the "Agreement");

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, the parties hereby acknowledge and agree as follows:

1. During the term of the Agreement and any renewals thereof, and by its terms, Owner has granted and conveyed to Operator and its successors and assigns, a non-exclusive easement in, under, on, over, through and across the Property for the purposes of designing, constructing, locating and installing, maintaining, repairing, updating and operating Operator's system and network to provide: (i) on an exclusive basis, cable television services to deliver programming to the Residents; (ii) high speed internet access services to Residents; and (iii) on a nonexclusive basis, various telephone and other telephony services to the Residents (i), (ii) and (iii) are, collectively, the "Services", including without limitation any and all of Operator's equipment and facilities, underground cable, inside wiring, pedestal locations and power supply locations (collectively, the "System") on the Property, and for the further purpose of marketing the Services to the Residents as more particularly described in the Agreement. The easement and other rights and interests granted to Operator in the Agreement and memorialized in this Memorandum constitute interests in real property and covenants binding upon Owner and all

subsequent owners and others who may claim any interests in or upon the Property, and shall, to the extent permitted by law, run with the Property.

2. During the term of the Agreement and any renewals, and thereafter unless otherwise agreed by the parties to the Agreement, the System, including the inside and homerun wiring, shall be and remain the sole property of Operator; thereafter, the System, not including the inside and homerun wiring, shall be and remain the sole property of Operator.

3. The Agreement and this Memorandum shall be governed by Texas law, its choice of laws provisions accepted. The Agreement contains the entire agreement between the parties as to the matters contained herein and supersedes and controls any and all prior agreements with respect thereto. The Agreement and this Memorandum can only be modified by written agreement signed by the parties and their duly authorized agents, except that Operator may assign the Agreement without the consent of Owner.

OWNER:Low And Condominium Owners AssociationBy: Danesh Jones
Title: President**OPERATOR:**Grande Communications, Inc.By: [Signature]
Title: EVP- Retail Services**OWNER ACKNOWLEDGEMENT:**THE STATE OF TEXAS, COUNTY OF McLennan

This Instrument was acknowledged before me on the 26th day of June, 2003 by Danesh Jones of Low And Condominium officer, on behalf of said Associations.

[Signature]
Notary Public, State of Texas

My Commission expires:

**OPERATOR'S ACKNOWLEDGEMENT:**THE STATE OF TEXAS, COUNTY OF Hays

This Instrument was acknowledged before me on the 3rd day of July, 2003 by Walter K. L. (Scott) Ferguson, Jr. EVP of Grande Communications, Inc., a Delaware corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas

My Commission expires:

9-1-03

EXHIBIT "A"
TO
MEMORANDUM OF AGREEMENT AND EASEMENT

LEGAL DESCRIPTION

ANDERSON JP. BLOCK D. LOT 29 UNIT 1 BLDG. A (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 2 BLDG. A (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 3 BLDG. A (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 4 BLDG. A (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 5 BLDG. A (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 6 BLDG. A (LOU ANN CONDOMINIUM)

ANDERSON JP. BLOCK D. LOT 29 UNIT 7 BLDG. C (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 8 BLDG. C (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 9 BLDG. C (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 10 BLDG. C (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 11 BLDG. C (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 12 BLDG. C (LOU ANN CONDOMINIUM)

ANDERSON JP. BLOCK D. LOT 29 UNIT 14 BLDG. B (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 15 BLDG. B (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 16 BLDG. B (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 17 BLDG. B (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 18 BLDG. B (LOU ANN CONDOMINIUM)

ANDERSON JP. BLOCK D. LOT 29 UNIT 19 BLDG. D (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 20 BLDG. D (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 21 BLDG. D (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 22 BLDG. D (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 23 BLDG. D (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 24 BLDG. D (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 25 BLDG. D (LOU ANN CONDOMINIUM)
ANDERSON JP. BLOCK D. LOT 29 UNIT 26 BLDG. D (LOU ANN CONDOMINIUM)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

J.A. "Andy" Harwell

2003 AUG 08 08:43 AM 2003032236
FEE \$13.00
J.A. "ANDY" HARWELL, COUNTY CLERK
MCLENNAN COUNTY, TEXAS