

**RECIPROCAL ACCESS AND PARKING AGREEMENT**

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

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This Reciprocal Access and Parking Agreement (the "Agreement") is made on this the \_\_\_\_ day of October, 2008, between **LG Land, J.V. ("LG Land")** and **Tuscany on Walnut Creek POA, Inc. ("Tuscany POA")**.

LG Land is the developer of the real property described on **Exhibit A** to this Agreement ("Phase I"). LG Land has now acquired title to the real property described on **Exhibit B** to this Agreement ("Phase II"). Tuscany POA is the property owners association for Phase I and controls the parking, which is a common element of the development of Phase I.

In order for LG Land to develop Phase II, it is necessary for the parties to enter into this Agreement to provide mutual access and shared parking on both Phase I and Phase II. Phase I and Phase II will be connected with a driveway and Phase II will contain parking spaces. LG Land desires to grant access to Phase II through the driveway and allow tenants of Phase I to utilize the parking spaces of Phase II if necessary. Tuscany POA desires to grant access to Phase I through the driveway and allow tenants to utilize the parking spaces of Phase I if necessary.

For and in consideration of the sum of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual promises, undertakings and considerations expressed herein, the parties hereto agree as follows:

1. Each party hereby grants and conveys to the other party, its successors and assigns, a nonexclusive, perpetual easement and right-of way on, across and over all areas of the granting party's parcel which from time to time are used as vehicular drives and pedestrian walkways. The easement shall be for the purpose of granting to the parties, their respective successors and assigns, and the employees, customers, agents, independent contractors and invitees, perpetual non-exclusive easements and rights of use of all drives, and pedestrian walkways on the respective parcels which may exist from time to time for vehicular and pedestrian access, ingress and egress.

2. The parties agree not to construct barriers to vehicular or pedestrian access on or immediately adjacent to the designated traffic and pedestrian lanes, with the exception of traffic control devices which are consistent with the easement rights granted above.

3. The reciprocal rights granted pursuant to this Agreement includes the right to park vehicles of customers and invitees within the areas of each parcel designated from time to time for parking of vehicles at any time during the day or night.

4. Each party agrees that all parking spaces in Phase I and Phase II are subject to a shared parking arrangement with all owners and tenants of both Phase I and Phase II. No parking spaces will be reserved parking space. However, both LG Land and Tuscany POA reserve the right to

remove, cancel or use a limited number of parking spaces for development purposes as necessary.

5. Phase I and Phase II must independently satisfy any laws, codes, and ordinances concerning parking requirements, but may rely on parking spaces located on the other parcel, if necessary.

6. LG Land and its heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement conveyed to Tuscany POA in this instrument to Tuscany POA and its heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of the interest in the easement granted herein.

7. Tuscany POA and its heirs, personal representatives, successors, and assigns are and shall be bound to warrant and forever defend the easement conveyed to LG Land in this instrument to LG Land and its heirs, personal representatives, successors, and assigns, against every person lawfully claiming or to claim all or any part of the interest in the easement granted herein.

8. The easement granted by this conveyance is nonexclusive, and each party reserves and retains the right to convey the easement to such other persons as such party may deem proper and to utilize the easement area for ingress and egress onto their respective property. The rights of the parties set forth herein, and the exercise thereof, shall not unreasonably interfere with the use of the easement by the other party.

9. LG Land shall hold harmless, defend, and indemnify Tuscany POA against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorneys' fees, arising from LG Land's exercise of easement rights granted by this instrument.

10. Tuscany POA shall hold harmless, defend, and indemnify LG Land against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorneys' fees, arising from Tuscany POA's exercise of easement rights granted by this instrument.

11. Construction of all access and parking areas is the obligation of LG Land.

12. The obligation to maintain the easement, and any improvements constructed thereon, shall be the responsibility of Tuscany POA.

13. If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

14. This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns. The easement granted herein, and the rights appurtenant thereto, shall be a perpetual easement and shall run with the land.

15. This Agreement 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 all parties owning an interest in Phase I and Phase II.

EXECUTED this \_\_\_\_ day of October, 2008.

LG LAND, J.V., a Texas General Partnership

By: **THIRD OAK PARTNERS, LTD.**, Partner

By: **COWTOWN LAND COMPANY, INC.**, General Partner

Larry Nix, President

TUSCANY ON WALNUT CREEK POA, INC.

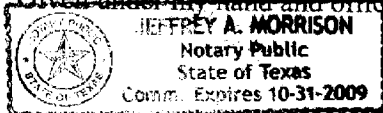
By: Larry R. Nix  
Its: President

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Before me the undersigned Notary on this day personally appeared Larry Nix, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal of office on this the 27<sup>th</sup> day of October, 2008.



Jeffrey A. Morrison  
Notary Public in and for the State of Texas

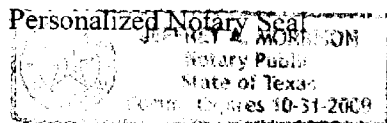
Personalized Notary Seal

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Before me the undersigned Notary on this day personally appeared Larry Nix, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal of office on this the 27<sup>th</sup> day of October, 2008.



Jeffrey A. Morrison  
Notary Public in and for the State of Texas

Exhibit A  
Phase I

Lots 1R – 10R and A-R, Block 1, Tuscany on Walnut Creek, Being an amendment of Lots 1 – 10 and Lot A, Block 1, An addition to the City of Mansfield, Tarrant County, Texas according to the Amending Plat recorded in Cabinet A, Slide 10368, Document No. 205296862.

Exhibit B  
Phase II

Being 2.936 Acres of Land Located in the F.B. Waddell Survey, Abstract No. 1658, City of  
Mansfield, Tarrant County, Texas.



MORRISON AND COX LLP  
1000 BALLPARK WAY 308

ARLINGTON TX 76010

Submitter: MORRISON AND COX LLP

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 10/30/2008 01:53 PM

Instrument #: D208411021

A 6 PGS

\$32.00

By: \_\_\_\_\_



D208411021

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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