ORDINANCE NO. 1270

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, ADOPTED IN CHAPTER 11, SECTION 3.E.(2), CODE OF ORDINANCES, CITY OF ROUND ROCK, TEXAS AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO-WIT: TO CHANGE 3.0 ACRES, MORE OR LESS, OUT OF THE Jacob M. Harrell SURVEY, WILLIAMSON COUNTY, TEXAS, AS DESCRIBED BELOW FROM MF (Multi-Family Residential) TO P.U.D. (Planned Unit Development).

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to change the zoning classification of the property described in Exhibit "A" from MF (Multi-Family Residential) to P.U.D. (Planned Unit Development).

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 20th day of August, 1987, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the above described property be changed from MF (Multi-Family Residential) to P.U.D. (Planned Unit Development), and

WHEREAS, on the 27th day of August, 87, after proper notification, the City Council held a public hearing on the requested change, and

WHEREAS, the City Council has determined that substantial changes in conditions have occurred which justify the zoning classification change provided for herein, and

WHEREAS, the City Council determines that the zoning classification change provided for herein promotes the

health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, the applicant has agreed to enter into an agreement outlining the Planned Unit Development to be placed on the land, and

WHEREAS, each and every requirement set forth in Art. 1011a-f V.A.T.S. and Chapter 11, Section 3, Code of Ordinances, City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS

I.

That the Official Zoning Map adopted in Chapter 11, Section 3.E.(2), Code of Ordinances, City of Round Rock, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" attached hereto and incorporated herein is hereby changed from MF (Multi-Family Residential)

and shall be, and hereafter designated as P.U.D. (Planned Unit Development)

and, that the Mayor be authorized to enter into the PUD agreement attached hereto as exhibit "b".

(Mark through the following alternative that is not applicable)

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this _____ day of _____, _____.

Alternative 2.

READ and APPROVED on first reading this the _____ day of _____, _____.

READ, APPROVED and ADOPTED on second reading this the 16th day of June, 1988.

Mike Robinson

MIKE ROBINSON, Mayor
City of Round Rock, Texas

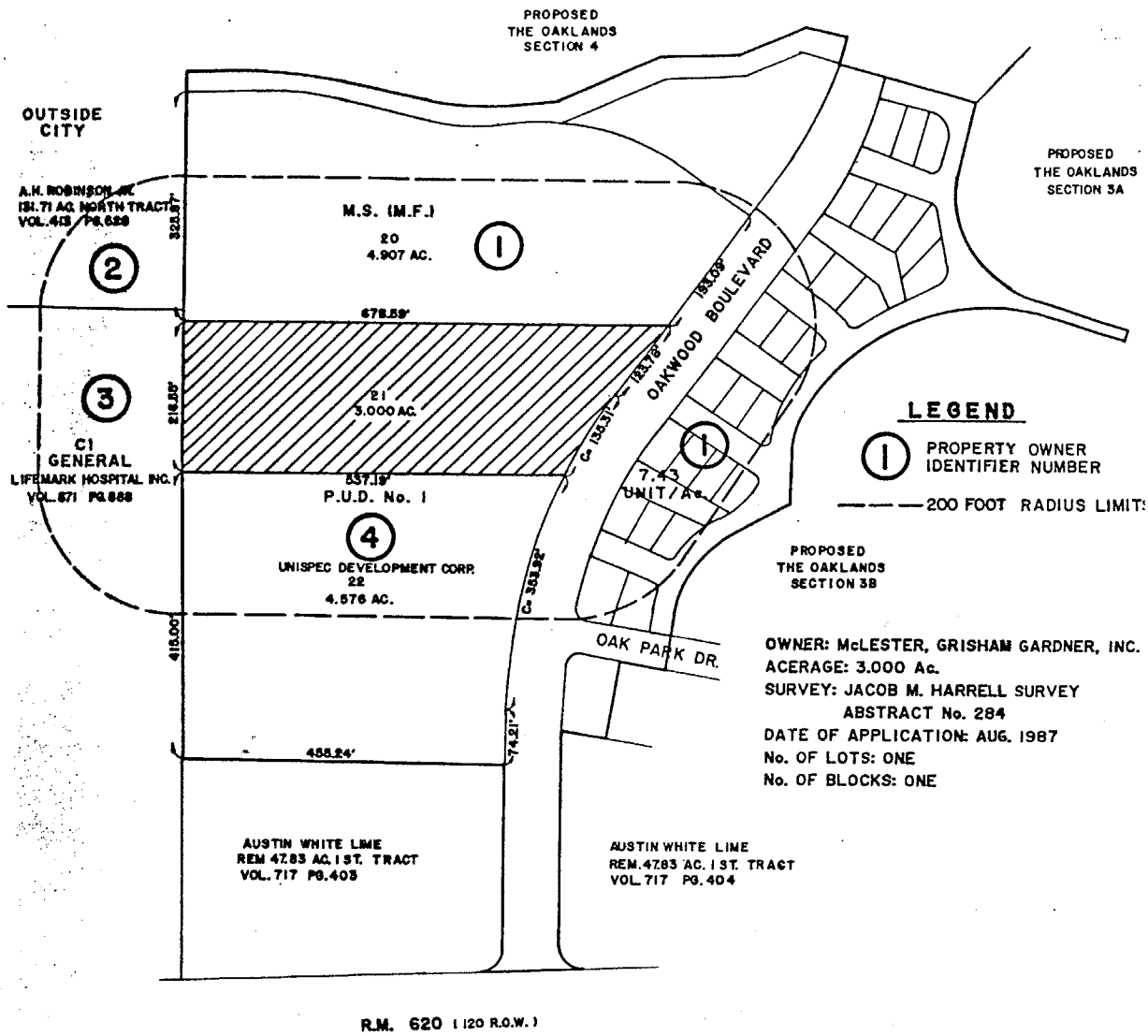
ATTEST:

Joanne Land

JOANNE LAND, City Secretary

THE OAKLANDS SECTION TWO

SCALE: 1" = 200'



P.U.D. REQUEST SKETCH

EXHIBIT

BAKER-AICKLEN & ASSOCIATES, INC.
Consulting Engineers
9111 JOLLYVILLE ROAD
SUITE 107
AUSTIN, TEXAS 78759
(512) 346-6880

DEVELOPMENT PLAN FOR P.U.D. #3

18583

This agreement made the 16th day of June, 1988, between the City of Round Rock, Texas, having its offices at 221 East Main Street, Round Rock, Texas, (hereinafter called the "City"), and the 620 Oakwood Joint Venture, a Texas joint venture, having its offices at 3624 North Hills, C-201, Austin, Texas, (hereinafter called the "Developer").

WHEREAS Developer has requested a Planned Unit Development from the City for the construction of two (2) medical and professional office buildings on a tract of land located within the incorporated limits of the City of Round Rock and more fully described as follows:

> A 3.0-Acre tract of land being out of and part of Lot 20, Block K, The Oaklands, Section Two as recorded in Cabinet I, Slides 308-309, Plat Records of Williamson County, Texas, said 3.0 acres also known as proposed Lot 21 and 23 of the proposed amended plat of The Oaklands revised, Section Two and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

AND WHEREAS the Developer, in accordance with Chapter 11, Section 3, Code of Ordinances, City of Round Rock, Texas, is required to submit a Development Plan to the City containing certain terms and conditions for the use and development of the Property;

AND WHEREAS the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Round Rock and that it complies with the intent of the Planned Unit Development ordinance of the City;

NOW THEREFORE BY THIS AGREEMENT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the City and the Developer covenant and agree as follows:

1. LIENHOLDER CONSENT: That Developer is the sole holder of fee simple title to the Property and that he has obtained the written consent to the re-zoning of the Property from MF (Multi-Family) to a Planned Unit Development from all lien holders, legal or equitable, of the property. Said written consent is attached as Exhibit "B", and hereby made a part of this Plan.

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

2. DEVELOPMENT AND USES: The Property shall be developed for the following purposes only; a development consisting of two (2) medical and professional office buildings not to exceed a maximum of three (3) floors (covered parking shall be calculated as a floor), which shall conform to the attached site plans labeled as Exhibit "C", and Reciprocal Use Agreements for parking, ingress and egress and drainage facilities as shown on Exhibit "D". Exhibits "B", "C", and "D" are hereby incorporated into and made a part of this Plan.

3. GENERAL COMPLIANCE: The developer shall comply with all the requirements and restrictions depicted in this Plan, and in Exhibits "B", "C" and "D". Unless specifically waived by this Development Plan or the Planned Unit Development Ordinance of the City of Round Rock, the developer shall also comply with all other applicable ordinances of the City of Round Rock.

4. CHANGES TO THE DEVELOPMENT PLAN: After this Development Plan has been accepted and approved by the City Council, any substantial alterations shall be re-submitted for consideration to the City Council following the same procedure required in the original adoption of this Plan. Any minor alterations to the Development Plan which do not substantially change the concept of the Planned Unit Development may be approved by the Director of Planning.

5. LAND USE AND BUILDING TYPES: No building shall be erected, altered or permitted on any lot for a use other than medical or professional office buildings. Clearly secondary, ancillary medical services may also be approved by the Director of Planning and Community development for the City of Round Rock. All exterior building materials shall be stone or brick or like material. The following materials shall specifically be prohibited as primary exterior materials: concrete block specifically referring to standard grey C.M.U., rough sawn cedar or other unfinished wood products, metal wall panels, reflective glass, stucco and pressed fiber wall board.

6. PARKING: Only off-street parking in paved and curbed parking areas will be permitted. No additional parking spaces or

drives beyond those called for in this Plan and Exhibits "C" and "D" shall be allowed.

7. LANDSCAPING: The developer agrees to be responsible for the installation of landscape improvements and sprinkler systems in the areas designated for landscaping as described in Exhibit "C". All landscaping and irrigation installed by the Developer shall be substantially complete before a certificate of occupancy can be issued on the first building to be constructed in the PUD.

8. PROHIBITED USES: No use will be permitted which would create any dangerous, injurious, noxious or otherwise objectionable noise, glare, smoke, dust, heat or other forms of air pollution, liquid or solid refuse or waste, or other substance or condition as to affect any use within the vicinity.

9. TEMPORARY STRUCTURES OR EMPLACEMENTS: No structure or emplacement of a temporary character, mobile home, trailer, derelict, junk or racing motor vehicle, or any motor vehicles without a current license tag, or any tent, shack, barn or other outbuilding shall be erected, placed, driven onto, altered or permitted to remain on any lot at any time, either temporarily or permanently. No unenclosed outdoor storage or separate storage building shall be permitted. Each and every lot of the subdivision is intended solely for the erection of an office building. This provision shall not apply to vehicles, equipment or temporary structures utilized by Developer, or his successors or assigns, or contractors or subcontractors when engaged in construction or repair work, or such work as may reasonably be necessary for the completion of the subdivision as a professional office development, and the disposition of lots by sale, lease or otherwise.

10. EXTERIOR LIGHTING: No high level or high intensity lighting, including high pressure sodium fixtures, shall be allowed.

11. MECHANICAL AND ELECTRICAL EQUIPMENT AND UTILITIES: All mechanical equipment such as air conditioners and all electrical equipment such as transformer pads and junction boxes shall be screened from view. All on-site electrical distribution or television cable, if any, from existing overhead power lines to the building service panels shall be underground.

12. Access Easement: The developer has obtained an access easement from the Round Rock Community Hospital which is acceptable to the City of Round Rock and has access from the West boundary of the development to Highway RR 620, prior to the issuance of any building permit on the subject parcel.

13. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept, except in sanitary containers. Equipment for the storage or disposal of garbage shall be kept in a clean and sanitary condition and screened as provided on the attached site plan. Removal of trash by commercial refuse trucks shall be performed during daylight hours.

14. MAINTENANCE: The Developer will be responsible for the maintenance of the land, improvements and landscaping. Maintenance requirements include: prompt removal of all litter, trash and waste; maintaining garbage receptacle and its related screening; lawn mowing, tree and plant trimming; watering of landscaped areas; maintaining all landscaping and irrigation on all lots; weed control; maintaining detention ponds and associated drainage facilities; maintaining postal boxes to United States Postal Service Standards; maintaining exterior lighting and mechanical facilities; keeping parking areas, entry sign, walks, fencing, driveways and roads clean and in good repair; and striping of all parking and driveway areas.

15. FIRE HYDRANTS: The developer shall provide a minimum of five fire hydrants for the development located to the satisfaction of the fire marshall. Fire hydrants shall generally be spaced no more than three hundred (300) feet apart.

16. WATER MAINS: The Developer shall provide two-way feed looped water mains for fire protection.

17. DRIVEWAYS: The Developer shall assure that all driveways shall maintain a minimum clear width of twenty feet and a minimum vertical clearance of fourteen feet. Further, the developer shall provide a minimum turning radius on all internal driveways of a twenty-five foot inner radius and a fifty foot outer radius.

18. DRAINAGE PLANS: The developer shall submit detailed drainage plans to Director of Public Works prior to the issuance of any building permit for the development.

19. PHASING OF DEVELOPMENT: All developer-installed improvements shall be made prior to the issuance of a certificate of occupancy on any building.

20. REPRESENTATION: It is understood and agreed that the City has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer other than those in this contract.

21. RECORDATION: This Agreement shall be construed as running with the land and shall be recorded in the Williamson County Court House pursuant to the provisions of the City Planned Unit Development Ordinance.

22. INTERPRETATION: Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

23. AMENDMENT: The terms of this agreement may be altered only in accordance with Section 4 of this Plan.

24. INCORPORATION: Exhibits A, B, C and D hereinbefore referred to are hereby incorporated into and made a part of this agreement.

25. LEGAL AND REGISTRATION FEES: The developer agrees to pay all of the legal and recording costs incurred by the City in the preparation and recording of this contract.

26. BINDING: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the said parties to this Agreement have hereunto set their hands and seals this ____ day of _____, 19__.

DEVELOPER

620 OAKWOOD JOINT VENTURE

By: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Mike Robinson, Mayor

STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

This instrument was acknowledged before me on this 9th day of June, 1988, by William S. Smalling, on behalf of 620 Oakwood Joint Venture, a Texas joint venture..

Deborah B. Huey
Notary Public, State of Texas
Printed Name: Deborah B. Huey
My commission expires: 5-30-89

STATE OF TEXAS :
:
COUNTY OF WILLIAMSON :

This instrument was acknowledged before me on this 22nd day of June, 1988, by Mike Robinson, Mayor of the City of Round Rock.

Deborah B. Huey
Notary Public, State of Texas
Printed Name: Deborah B. Huey
My commission expires: 5-30-89

EXHIBIT A

FIELD NOTE DESCRIPTION OF

A 3.000-ACRE TRACT OF LAND BEING OUT OF AND PART OF LOT 20, BLOCK K, THE OAKLANDS, SECTION TWO AS RECORDED IN CABINET I, SLIDES 308-309, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.000 ACRES BEING ALSO ALL OF LOT 21 AND LOT 23 OF THE PROPOSED AMENDED PLAT OF THE OAKLANDS, SECTION TWO REVISED AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the north right-of-way line of Ranch to Market Road No. 620 (F.M. 620), being the southeast corner of a tract of land conveyed to Lifemark Hospital Inc. by instrument in Volume 871, Page 888, Official Records of Williamson County, Texas, and a point in the west line of a remainder portion of a 47.83-acre tract of land (called the First Tract) as recorded in Volume 717, Page 403 of said Official Records;

THENCE, with the aforementioned north right-of-way line, N67 44'25"E a distance of 425.74 feet to a point of curvature of a right-of-way return, said curve being a curve to the left;

THENCE, with said curve to the left having a radius of 30.00 feet, a central angle of 86 04'25", a long chord of 40.95 feet (chord bears N24 42'13"E) an arc length of 45.07 feet to a point of tangency on the west right-of-way line of Oakwood Boulevard as dedicated per the original Oaklands, Section Two, plat;

THENCE, with said west right-of-way line the following two (2) courses and distances:

1) N18 20'00"W at a distance of 264.64 feet passing the southeast corner of Lot 21 (Proposed Lot 22 of said Proposed Amended Plat) of said Oaklands, Section Two, for a total distance of 338.85 feet to a point of curvature of a curve to the right;

2) With said curve to the right having a radius of 799.34 feet, a central angle of 25 34'51", a short chord of 353.92 feet (short chord bears N05 32'35"W) an arc length of 356.88 feet to an iron rod found for a point on curve, same being the northeast corner of the aforementioned Lot 21 (Proposed Lot 22) and the southeast corner of said Lot 20 (Proposed Lot 21) for the southeast corner and the POINT OF BEGINNING hereof;

THENCE, leaving the aforementioned right-of-way line with the north line of said Lot 21 (Proposed Lot 22), same being the south line hereof, S71 12'05"W for a distance of 537.19 feet to an iron rod found on the east line of said Lifemark Hospital tract, same being the northwest corner of said Lot 21 Proposed Lot 22) and southwest corner hereof;

THENCE, with the east line of said Lifemark Hospital tract, same being the west line of said Lot 20 (proposed Lot 21) the following two (2) courses and distances:

1) N18 47'55"W for a distance of 44.92 feet to an iron rod found for an angle point hereof;

2) N18 39'35"W for a distance of 171.63 feet to an iron rod set for the southwest corner of the proposed Lot 20 and the northwest corner hereof;

THENCE, with the south line of the Proposed Lot 20, same being the north line of proposed Lot 21 and proposed Lot 23, N71 12'05"E for a distance of 678.59 feet to an iron rod found in the aforementioned west right-of-way line of Oakwood Boulevard for the southeast corner of proposed Lot 20, same being the northeast corner of proposed Lot 23;

EXHIBIT A

THENCE, with said west right-of-way line, same being the east line hereof the following two (2) courses and distances:

1) S16 57'26"W for a distance of 123.78 feet to an iron rod found for a point of curvature of a curve to the left;

2) With said curve to the left having a radius of 799.34 feet, a central angle of 09 42'37", a short chord of 135.31 feet (short chord bears S12 06'09"W) for an arc length of 135.47 feet to the POINT OF BEGINNING containing 3.000 acres (130,680 sq. ft.) of land area.

As Surveyed By:

Cecil Jackson Chisholm

Cecil Jackson Chisholm Date
Registered Public Surveyor No. 4295 2-12-88

STATE OF TEXAS
2-12-88
CECIL JACKSON CHISHOLM
4295
REGISTERED PUBLIC SURVEYOR

CJC:ek
July 24, 1987
Job No. 352-01-001-202
Revised 02/11/88

EXHIBIT B

LIENHOLDER CONSENT TO RE-ZONING

The undersigned, FRANKLIN SAVINGS ASSOCIATION, is a lienholder of certain property currently held by GRISHAM & GARDNER INVESTORS, INC., a Texas corporation, said property being more particularly described as follows:

> The South 3.00 acres of Lot 20, Block K, THE OAKLANDS, SECTION 2, Williamson County, Texas, being located on Oakwood Boulevard, Round Rock, Texas, as shown in Exhibit "A" which is attached hereto and incorporated herein for all purposes as if set forth in full (the "Property").

In August of 1987, Grisham & Gardner Investors, Inc. contracted to sell the property to 620 Oakwood Joint Venture, and 620 Oakwood Joint Venture contracted to purchase the Property from Grisham & Gardner Investors, Inc. 620 Oakwood Joint Venture has requested a planned unit development from the City of Round Rock for the construction of two (2) medical and professional office buildings located on the Property. By signing this instrument, Franklin Savings Association, as lienholder as of the date hereof, consents to the re-zoning of the Property from MF-(Multifamily Residential) to a planned unit development.

Executed this 9th day of June, 1988.

FRANKLIN SAVINGS ASSOCIATION

BY: Bradley N. Rife

Name: Bradley N. Rife

Title: Executive Vice President

gris-con.snt/W/tld

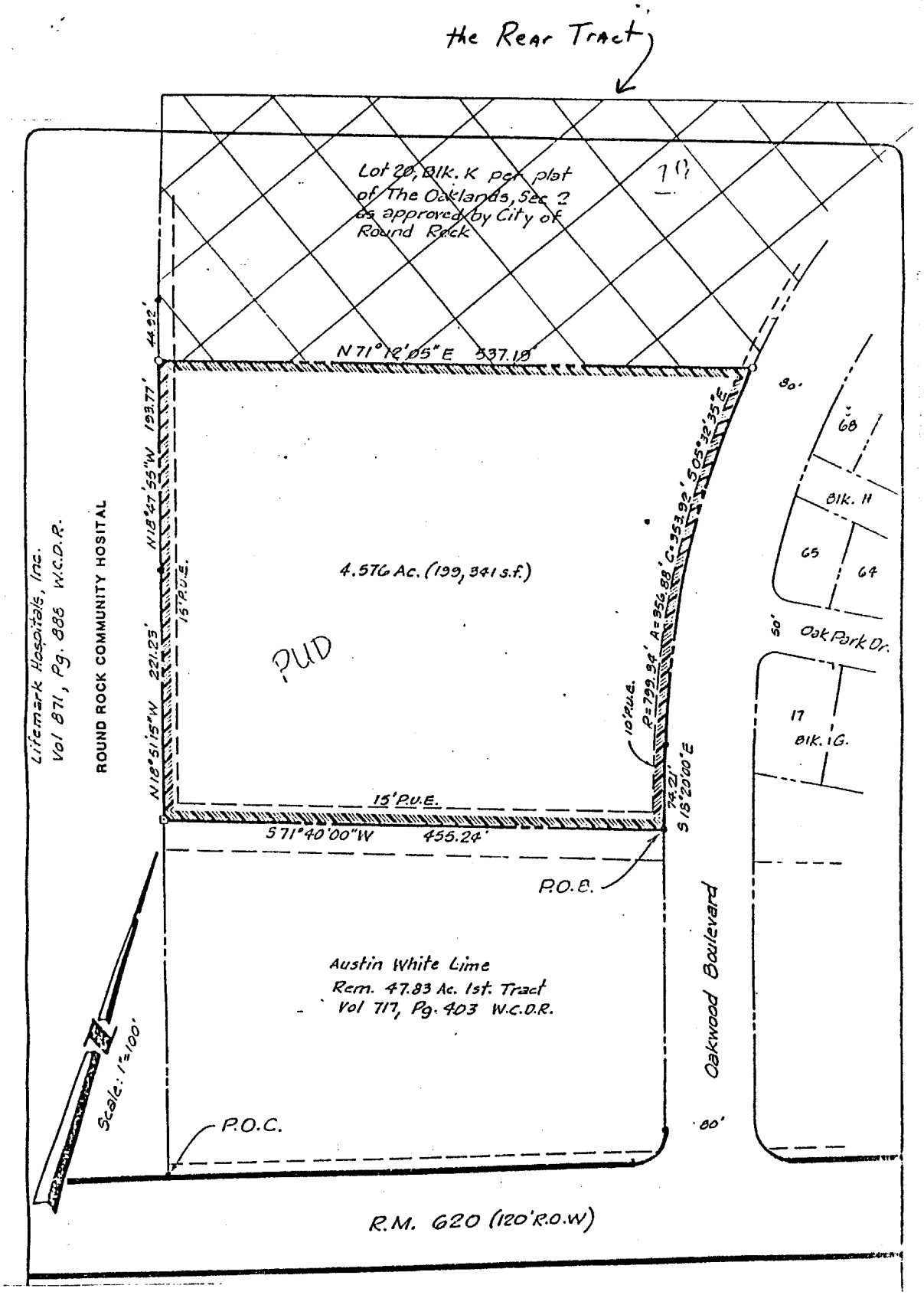


EXHIBIT A TO EXHIBIT B

EXHIBIT "B"

Lienholder Consent to Re-Zoning

The undersigned is a lienholder of certain property currently held by the 620 Oakwood Joint Venture ("Developer"), said property more further described as follows: The South 3.00 acres of Lt 20, Block K, The Oaklands, Section 2, Williamson County, Texas. (See attached exhibit.)

The Developer has requested a Planned Unit Development from the City of Round Rock for the construction of two (2) medical and professional office buildings located on the property. By signing this instrument, lienholder consents to the re-zoning of the property from MF - (Multi-family Residential) to a Planned Unit Development.

By: _____

Printed Name: H. Lewis Aven

Title: Senior Vice President

Company: MBank Round Rock N.A.

By: _____

Printed Name: DAVID A. GOERTZ

Title: VICE PRESIDENT

Company: MBank Round Rock N.A.

STATE OF TEXAS ()

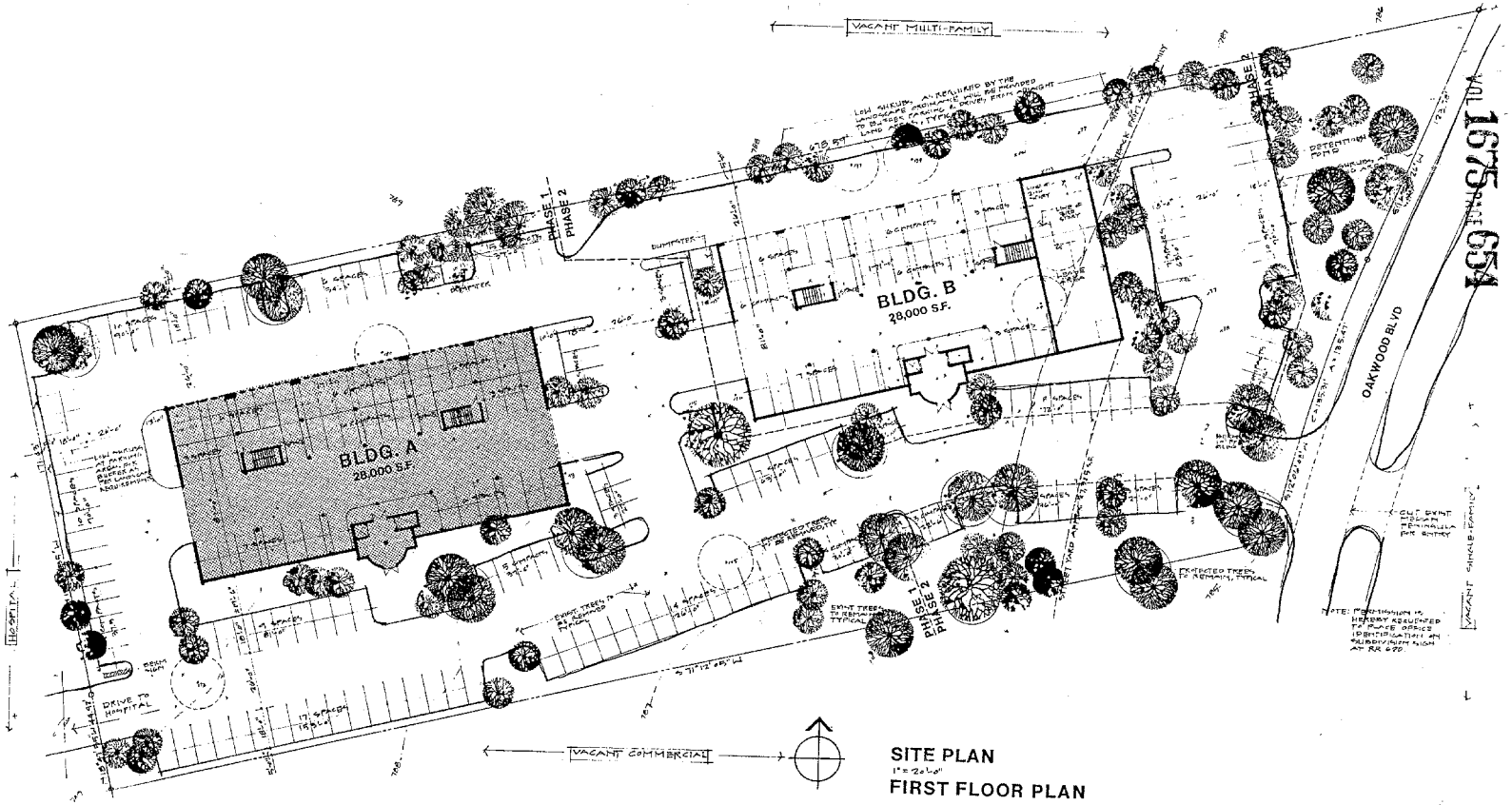
COUNTY OF TRAVIS ()

Before me, the undersigned authority, on this day personally appeared David A. Goertz, Vice President of MBank Round Rock N.A., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s) he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said National Association.

Given under my hand and seal of office this 17 day of June, 1988.

_____
Notary Public in and for the State of Texas

ELIZABETH M. YOUNG
Notary Public, State of Texas
My Commission Expires May 27, 1992



SITE PLAN
1" = 20'-0"
FIRST FLOOR PLAN

ROUND ROCK MEDICAL OFFICES

THE AUSTIN GROUP ARCHITECTS AIA

EXHIBIT C

Drainage and Detention Pond
Easement

FIELD NOTES

FOR A 0.1766-ACRE (7695 SQUARE FT.) TRACT OF LAND BEING A PORTION OF LOT 20, BLOCK K OF A SUBDIVISION KNOWN AS THE OAKLANDS, SECTION TWO REVISED AS RECORDED IN PLAT CABINET I, SLIDES 308 AND 309, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1766-ACRE TRACT OF LAND BEING ALSO A PORTION OF LOT 23 OF A PROPOSED SUBDIVISION KNOWN AS AMENDED PLAT OF THE OAKLANDS, SECTION TWO REVISED , SAID 0.1766-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found on the west right-of-way line of Oakwood Boulevard (80-ft. width) being also on the northeast corner of said Lot 23 and the southeast corner of Lot 20 of said proposed subdivision for the northeast corner and POINT OF BEGINNING hereof;

THENCE with said right-of-way line being also east boundary of said Lot 23 S16°57'26"W for a distance of 123.78 feet to an iron rod found on a point of curvature of said right-of-way line;

THENCE continuing with said right-of-way line with a curve to the left, having a radius of 799.34 feet, a central angle of 05°38'52", an arc distance of 78.79 feet and a chord which bears S14°08'02W for a distance of 78.76 feet to an iron rod set on the southeast corner of said Lot 23, being also the most easterly corner of Lot 21 of said proposed subdivision for the southeast corner hereof;

THENCE departing said right-of-way line through the interior of said Lot 23 the following three (3) calls:

1.) N80°18'56"W for a distance of 13.87 feet to a point;

2.) N10°30'00"E for a distance of 53.82 feet to a point;

3.) N18°47'55"W for a distance of 113.00 feet to a point in the north boundary line of said Lot 23 being also the south boundary line of Lot 20 of said proposed subdivision for the northwest corner hereof;

THENCE with the north boundary line of said Lot 23, same being the south boundary line of said Lot 20 N71°12'05"E for a distance of 101.00 feet to the POINT OF BEGINNING hereof and containing 0.1766 acre (7695 square feet) of land.

As surveyed by:

Cecil Jackson Chisholm Date
Registered Public Surveyor No. 4295

STATE OF TEXAS
CECIL JACKSON CHISHOLM
4295
REGISTERED PUBLIC SURVEYOR

2-23-88

CJC:ek
Feb. 23, 1988
Job No. 352-1-001-100

DECLARATION OF DRIVEWAY AND PARKING EASEMENTS, CONDITIONS AND RESTRICTIONS

TO BE FILED IN

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

R E C I T A L S

620 Oakwood Joint Venture, a Texas joint venture general partnership (hereinafter referred to as "Declarant") is the owner in fee simple of an approximately 3.0 acre tract of real property located in Williamson County, Texas, described on Exhibit A attached hereto and incorporated herein for all purposes (hereinafter referred to as "Oakwood Tract").

Declarant desires to develop the Oakwood Tract and construct thereon two (2) medical and professional office buildings, and to subdivide the Oakwood Tract into two (2) tracts which shall be known as Lot 21, Block "K", The Oaklands Section Two "Revised", a revised subdivision, the map or plat of which shall be recorded in the plat records of Williamson County, Texas ("Lot 21") and Lot 23, Block "K", The Oaklands Section Two "Revised" ("Lot 23") (Lot 21 and Lot 23 collectively referred to herein as the "Lots").

The Lots are a portion of a Planned Unit Development ("P.U.D.") approved by the City of Round Rock, Texas ("City"). In accordance with the terms and conditions of the P.U.D., The City of Round Rock has approved the subdivision of the Lots on the condition that the Lots be impressed with certain covenants, restrictions and easements running with the land as hereinafter set forth, each and all of which is and are for the benefit of each of the Lots and each "Owner" (hereinafter defined) thereof.

NOW, THEREFORE, Declarant, in order to satisfy the conditions imposed by the City in connection with the approval of the aforementioned subdivision plat, declares that the Lots are and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the following covenants, restrictions, liens, charges and easements (sometimes hereinafter collectively referred to as "covenants and restrictions"), which are also for the purpose of protecting the value and desirability of, and which shall run with, the Lots and shall be binding on all parties having any right, title or interest in or to the Lots or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each "Owner" (hereinafter defined) thereof.

1. Definitions.

1.1 "Declarant" shall mean and refer to 620 Oakwood Joint Venture, a Texas joint venture general partnership, its successors and assigns.

1.2 "Declaration" shall mean and refer to this Declaration of Driveway and Parking Easements, Conditions and Restrictions.

1.3 "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of the fee simple title to the Lots or any portion thereof, and their successors and assigns.

1.4 "Lots" shall mean and refer to the Oakwood Tract described in the recitals above, and upon the effective date of the resubdivision of the Oakwood Tract, it shall mean and refer to Lot 21 and Lot 23, collectively.

EXHIBIT "D"

1.5 "Lot 21" and "Lot 23" shall each have the meaning assigned thereto in the recitals above.

2. Easements.

2.1 Nonexclusive Ingress and Egress and Parking Easement Over Lot 21 for Benefit of Lot 23. Declarant does hereby establish for the benefit of Lot 23 and does hereby grant and convey to the Owners of Lot 23, their successors and assigns, (a) a non-exclusive easement for ingress and egress to, from, over, through and across the portions of the roadway described in Exhibit C attached hereto and incorporated herein for all purposes, that shall be constructed on Lot 21, and (b) a non-exclusive easement for parking of motorized vehicles only in designated parking spaces that may be constructed on Lot 21 from time to time (the driveway and parking easements hereinafter referred to as the "Lot 21 Easement") for the purposes set out herein, reserving to Declarant and the Owners of Lot 21, its successors and assigns, tenants, invitees, employees and guests the right to use and enjoy the Lot 21 Easement in common with the Owners of Lot 23.

2.2 Non-Exclusive Ingress and Egress and Parking Easement Over Lot 23 For Benefit of Lot 21. Similarly, Declarant does hereby establish for the benefit of Lot 21 and does hereby grant and convey to the Owners of Lot 21, their successors and assigns, (a) a non-exclusive easement for ingress and egress to, from, over, through and across the portions of the roadway described in Exhibit C that shall be constructed on Lot 23, and (b) a non-exclusive easement for parking of motorized vehicles in designated parking spaces that may be constructed on Lot 23 from time to time (the driveway and parking easements hereinafter referred to as "Lot 23 Easement"), for the purposes set out herein, reserving to Declarant and the Owners of Lot 23, its successors, assigns, tenants, invitees, employees and guests the right to use and enjoy the Lot 23 Easement in common with Owners of Lot 21 (the Lot 21 Easement and Lot 23 Easement sometimes collectively referred to herein as "Easements").

3. Maintenance.

3.1 Duty to Maintain. In connection with the Easements above, each Owner, its respective successors and assigns, shall have the right and privilege, obligation and duty to construct, pave, reconstruct, inspect, alter, improve and maintain the portion of the roadway and parking areas ultimately located on, through, and across such Owner's tract, together with all rights and privileges necessary or convenient for the full enjoyment or use of the Easement for the above described purposes, and also including the right of ingress and egress over paved portions of the Lots for the purpose of exercising the above-described rights and privileges.

3.2 Costs. The cost of initial construction of the roadway and the parking areas located on both of the Lots and required in connection with the development of Lot 21 shall be borne by the Owner of Lot 21, and thereafter each Owner shall be responsible for payment of the costs attributable to constructing and paving, maintaining, improving, administering and repairing that portion of the roadway and parking areas which is over and across such Owner's tract.

3.3 Uniform Construction. Each Owner solely shall, at each such Owner's sole cost, maintain, improve and repair the roadway and parking areas on the Easements on each of the Owners' respective tracts in a usable, neat and uniform manner so as to prevent their deterioration.

3.4 Damage to Easements. Notwithstanding the foregoing or any other provision hereof, the cost of repairing

damages to any portion of the roadway or parking areas by any Owner, or such Owner's agent, contractors, successors, assigns, employees, other than normal wear, shall be borne entirely by the Owner causing (or whose agents, contractors, successors, assigns, employees, caused) such damage.

3.5 Redirecting Traffic. Each Owner shall have the right to make such changes in the location of the Easement on the Owner's property as in such Owner's reasonable opinion may be necessary or desirable and in the best interest of all persons using such Easement, including without limitation, reconfiguring driveway areas and redirecting traffic, but no such change shall interfere with the beneficial use of the Easements for the purposes herein granted. Notwithstanding the foregoing, the parties may temporarily interrupt use of the Easements to perform necessary repairs to the improvements thereon, including without limitation, resurfacing and restriping the driveway and parking areas, but such repair and maintenance work shall to the extent reasonably possible be scheduled so as to minimize interference with the use of the Easements.

3.6 Default in Maintenance. If any Owner, or its successors or assigns, fails to timely construct or maintain the roadway or parking areas as required by Sections 3.1, 3.2 and 3.3 above (the "Defaulting Owner"), any other Owner may upon thirty (30) days prior written notice specifically setting forth the nature and extent of the work required to be done perform such construction or maintenance set forth in the written notice. The Defaulting Owner shall reimburse the other owner for costs incurred upon demand plus interest at the rate of eighteen percent (18%) per annum.

4. Purposes of the Easements. The Easements, rights and privileges herein granted shall be for the purpose of providing vehicular and pedestrian ingress and egress over and across the roadway to be constructed on the Easements (but excluding construction equipment or other vehicles whose weight could damage the driveway areas of the Easements) and parking motorized vehicles in areas located within the Easements designated by each Owner as a parking area, except parking spaces that each Owner may properly designate as a "Reserved Parking Space" (defined in Section 10.2 hereof) in accordance with the terms and conditions set forth in Section 10.2 hereof and to allow the free and uninterrupted use and privilege for vehicular and pedestrian ingress and egress by the Owners, their successors, assigns, tenants, employees, invitees and guests, between Lot 21 and Lot 23.

5. Signage. The Owners shall unanimously agree whether there shall be the construction, erection and maintenance on the Easements of identifying and directional signage that would benefit all the Owners, and the location, design and dimension thereof; further, in the event such signage is constructed, the Owners hereby agree to share all costs of constructing, erecting, maintaining and repairing such signage in the following manner: Each Owner shall pay one-half (1/2) of such costs. Notwithstanding the foregoing or any other provision hereof, the cost of repairing damages to the signage by any Owner, or such Owner's agent, contractors, successors, assigns, employees, other than normal wear, shall be borne entirely by the Owner causing (or whose agents, contractors, successors, assigns, employees, caused) such damage.

6. Indemnification. By acceptance of ownership of any portion of the Lots, each Owner ("Indemnitor") shall and does hereby indemnify and hold harmless each other Owner and shall defend each other Owner by and through legal counsel satisfactory to the other Owner from and against any and all losses, costs, claims, demands or expenses suffered by any person arising from loss, injury, death or damage to persons or property

as a result of any action on the part of such Indemnitor or such Indemnitor's contractors, employees, tenants or invitees with respect to any occurrence on or adjacent to the Easements located on such Indemnitor's tract.

7. Insurance. By acceptance of ownership of any portion of the Lots, each Owner agrees that each Owner shall obtain and maintain in force during the term of this Agreement liability and property damage insurance insuring against all liability of such party arising out of or in connection with the use of the Easements located on such Owner's tract with such coverage limits as may be reasonable and prudent for such coverage in Williamson County, Texas. Each party agrees upon request of the other to furnish to the requesting party a certificate evidencing the fact that such insurance has been obtained and is in effect. Neither party shall have any duty or obligation to obtain liability or other insurance protection for the other party.

8. Covenant to Keep Easement Free of Obstructions. Each Owner of any portion of the Lots shall be responsible for ensuring that they and their respective contractors, tenants, employees, invitees and guests keep that portion of such Owner's Tract which is burdened by the Easements, and the portion of the private drive and parking areas thereon, free and unobstructed at all times for the use of the other Owner and its successors, assigns, agents, contractors, employees, tenants, invitees and guests. No Owner or such Owner's successors or assigns, shall allow any obstructions to accumulate or exist on the roadway or parking areas within the area owned and/or occupied by them. Each Owner and Owner's successors and assigns shall use best efforts to prevent the Owner's contractors, tenants, employees, invitees and guests from causing obstructions to accumulate or exist upon the portion of the roadway or parking areas located upon the other Owner's tract. Each Owner and such Owner's successors and assigns shall at all times conduct operations on and with respect to the private drive and parking areas on the Easements and the property abutting same in such a manner as not to create a nuisance or cause detrimental effects to the roadway or parking areas. The covenants contained in this subparagraph shall be subject to the covenants set out in subparagraph 3.5 herein.

9. Term. The term of the Easements shall commence as of the time of the recording of this Declaration with the Williamson County Recorder's office and continue in effect perpetually thereafter until and unless terminated by a duly recorded agreement executed by the then holders of the fee simple interests of Lot 21 and Lot 23.

10. Parking Rules and Reserved Parking.

10.1 Parking Rules. The Owners, their respective successors and assigns, shall mutually promulgate, post and enforce reasonable rules and regulations regulating traffic movement and parking over the Easements.

10.2 Reserved Parking Spaces. Each Owner, their respective successors and assigns, shall have the right to designate up to thirty (30) parking spaces located within the Easement located on such Owner's tract as "Reserved Parking Spaces" (hereby defined) and such Owner shall designate the person(s) or entity which shall hold the exclusive right to park in each Reserved Parking Space for a designated period of time and for consideration to be determined at the sole discretion of such Owner. Each Owner, its successors, assigns, tenants, employees, invitees or guests shall be prohibited from using the Reserved Parking Spaces located on the Easements located on another Owner's tract, unless such person or entity reserves such space in accordance with the rules and regulations of the Owner of the tract on which the parking space is located. Each Owner

shall mark each designated Reserved Parking Space located within the Easements on such Owner's tract as a "reserved" parking space, by posting a sign, painting the pavement, or similar means. Each Owner shall have the right to enforce the prohibition of parking in Reserved Parking Spaces by unauthorized persons by posting a notice that unauthorized vehicles will be towed and by causing unauthorized vehicles to be towed, or by similar means of enforcement.

11. Miscellaneous.

11.1 No Grant or Dedication to Public. The Easements established herein and the covenants running with the land as created hereby are for the sole benefit of the Lots, the Owners of any portion thereof, and their respective successors, heirs, assigns, contractors, tenants, employees, invitees and guests. Nothing contained herein shall be construed to grant any right to the general public, the City of Round Rock, County of Williamson, or any governmental body or agency to use or enter upon the Easements.

11.2 Appurtenances. All Easements, covenants and conditions granted and established herein, including all terms and provisions contained herein, apply to Lot 21 and Lot 23 and bind each Owner, their respective successors and assigns. Further, all Easements shall pass with each conveyance of each tract and shall be deemed to run with said land. Each tract shall be a dominant estate insofar as it is benefitted by the terms and provisions contained herein; likewise, each tract shall be a servient estate insofar as it is burdened hereby. All Easements granted under this Declaration are appurtenances to each tract, and none of the Easements may be assigned or encumbered except as appurtenances thereto.

11.3 Injunction. If any Owner, or its successors, assigns, tenants or sub-tenants, agents, servants, employees, guests or invitees, violates or threatens to violate any part of this Declaration, any other Owner, or its respective successors and assigns, shall have the right to enjoin such violation or threatened violation in any court of competent jurisdiction and to recover damages. If any Owner, its successor or assign brings an action in any court of competent jurisdiction to enforce any provision of this Declaration, the prevailing party shall be entitled to reasonable attorney's fees and all costs, which sums shall be included in any judgment entered in favor of the prevailing party.

11.4 Modification. Except as stated otherwise in this Declaration, the Declaration or any of its provisions, conditions, covenants and restrictions may not be modified, extended or terminated without the written consent of all the then Owners, which consent shall not be effective until recorded in the Real Property Records of Williamson County, Texas.

11.5 Severability. If any provision, condition, covenant or other clause, sentence or phrase of this Declaration shall become null, void or illegal for any reason, or held to be so by any court of competent jurisdiction, the remaining portions shall remain in full force and effect.

11.6 Headings. Paragraph numbers and headings used in this Declaration are for convenience only and not to be interpreted as adding to, limiting or otherwise modifying the meaning of this Declaration or the intent of the parties hereto.

11.7 Controlling Law. This Declaration shall be construed according to the laws of the State of Texas.

11.8 Notices. Any notice required or permitted to be given pursuant to this Declaration shall be deemed delivered when

actually received if delivered by personal delivery or courier service, or the earlier of the date of actual receipt or three (3) business days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the addressee Lot Owner at the address of the Lot which they own.

IN WITNESS WHEREOF, this instrument is executed as of this 13 day of June, 1988.

620 OAKWOOD JOINT VENTURE,
a Texas joint venture general partnership

By: Orthopaedic Associates of Central Texas, P.A.

By: David O. Gillory III MD
Name: Orthopaedic Associates
Title: Vice President

By: David O. Gillory III MD
David O. Gillory, III
General Partner

By: Steve Cranford Wilson MD
Steve Cranford Wilson,
General Partner

By: Gary Richard Williams MD
Gary Richard Williams,
General Partner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CONSENT

The undersigned, as lienholder on the Lots, does hereby join in the execution of this Declaration of Driveway and Parking Easements, Conditions and Restrictions for the purpose of giving its consent to the execution hereof and to the encumbrance of the Lots with the easements, covenants and conditions contained herein. The undersigned does also hereby subordinate its liens to this Declaration of Driveways and Parking Easements, Conditions and Restrictions and all of the easements, covenants, conditions and restrictions contained herein.

By: David A. Goertz
Name: DAVID A. GOERTZ
Title: VICE PRESIDENT

EXHIBIT "D"

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on 6-13, 1988 by David O. Gillory III, MD Vice President of Orthopaedic Associates of Central ~~Texas~~, P.A., general partner of 620 Oakwood Joint Venture, a Texas joint venture general partnership, on behalf of said partnership.

Virginia Sue Hauser
Notary Public in and for
the State of Texas

Printed name Virginia Sue Hauser

My Commission expires:
1-29-91

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on 6-13-88, 1988 by David O. Gillory, III, general partner of 620 Oakwood Joint Venture, a Texas joint venture general partnership, on behalf of said partnership.

Virginia Sue Hauser
Notary Public in and for
the State of Texas

Printed name Virginia Sue Hauser

My Commission expires:
1-29-91

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on 6-13, 1988 by Steve Cranford Wilson, general partner of 620 Oakwood Joint Venture, a Texas joint venture general partnership, on behalf of said partnership.

Virginia Sue Hauser
Notary Public in and for
the State of Texas

Printed name Virginia Sue Hauser

My Commission expires:
1-29-91

EXHIBIT "D"

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on 6-13, 1988 by Gary Richard Williams, general partner of 620 Oakwood Joint Venture, a Texas joint venture general partnership, on behalf of said partnership.

Virginia Sue Hauser
Notary Public in and for
the State of Texas

Printed name Virginia Sue Hauser

My Commission expires:
1-29-91

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 1988 by _____, general partner of 620 Oakwood Joint Venture, a Texas joint venture general partnership, on behalf of said partnership.

_____
Notary Public in and for
the State of Texas

Printed name _____

My Commission expires:
_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 1988 by _____, general partner of 620 Oakwood Joint Venture, a Texas joint venture general partnership, on behalf of said partnership.

_____
Notary Public in and for
the State of Texas

Printed name _____

My Commission expires:
_____

EXHIBIT "D"

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 1988 by _____, general partner of 620 Oakwood Joint Venture, a Texas joint venture general partnership, on behalf of said partnership.

_____
Notary Public in and for
the State of Texas

Printed name _____

My Commission expires:
_____

[LIENHOLDER]

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on June 17, 1988 by David A. Goertz, Vice President of MBANK ROUND ROCK N.A. a National Association on behalf of said National Association.

ELIZABETH M. YOUNG
Notary Public, State of Texas
My Commission Expires May 27, 1992

Elizabeth M. Young
Notary Public in and for
the State of Texas

Printed name _____

My Commission expires:
_____

EXHIBIT "D"

Exhibit A: Description of 3.0 Acre Oakwood Tract

Exhibit B: Metes and bounds description of Easement as it crosses both Lot 21 and Lot 23

Exhibit C: Map of Lot 21 and Lot 23, with the driveway easements marked

EXHIBIT "D"

Exhibit A

FIELD NOTE DESCRIPTION OF

A 3.000-ACRE TRACT OF LAND BEING OUT OF AND PART OF LOT 20, BLOCK K, THE OAKLANDS, SECTION TWO AS RECORDED IN CABINET I, SLIDES 308-309, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.000 ACRES BEING ALSO ALL OF LOT 21 AND LOT 23 OF THE PROPOSED AMENDED PLAT OF THE OAKLANDS, SECTION TWO REVISED AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the north right-of-way line of Ranch to Market Road No. 620 (F.M. 620), being the southeast corner of a tract of land conveyed to Lifemark Hospital Inc. by instrument in Volume 871, Page 888, Official Records of Williamson County, Texas, and a point in the west line of a remainder portion of a 47.83-acre tract of land (called the First Tract) as recorded in Volume 717, Page 403 of said Official Records;

THENCE, with the aforementioned north right-of-way line, N67 44'25"E a distance of 425.74 feet to a point of curvature of a right-of-way return, said curve being a curve to the left;

THENCE, with said curve to the left having a radius of 30.00 feet, a central angle of 86 04'25", a long chord of 40.95 feet (chord bears N24 42'13"E) an arc length of 45.07 feet to a point of tangency on the west right-of-way line of Oakwood Boulevard as dedicated per the original Oaklands, Section Two, plat;

THENCE, with said west right-of-way line the following two (2) courses and distances:

1) N18 20'00"W at a distance of 264.64 feet passing the southeast corner of Lot 21 (Proposed Lot 22 of said Proposed Amended Plat) of said Oaklands, Section Two, for a total distance of 338.85 feet to a point of curvature of a curve to the right;

2) With said curve to the right having a radius of 799.34 feet, a central angle of 25 34'51", a short chord of 353.92 feet (short chord bears N05 32'35"W) an arc length of 356.88 feet to an iron rod found for a point on curve, same being the northeast corner of the aforementioned Lot 21 (Proposed Lot 22) and the southeast corner of said Lot 20 (Proposed Lot 21) for the southeast corner and the POINT OF BEGINNING hereof;

THENCE, leaving the aforementioned right-of-way line with the north line of said Lot 21 (Proposed Lot 22), same being the south line hereof, S71 12'05"W for a distance of 537.19 feet to an iron rod found on the east line of said Lifemark Hospital tract, same being the northwest corner of said Lot 21 Proposed Lot 22) and southwest corner hereof;

THENCE, with the east line of said Lifemark Hospital tract, same being the west line of said Lot 20 (proposed Lot 21) the following two (2) courses and distances:

1) N18 47'55"W for a distance of 44.92 feet to an iron rod found for an angle point hereof;

2) N18 39'35"W for a distance of 171.63 feet to an iron rod set for the southwest corner of the proposed Lot 20 and the northwest corner hereof;

THENCE, with the south line of the Proposed Lot 20, same being the north line of proposed Lot 21 and proposed Lot 23, N71 12'05"E for a distance of 678.59 feet to an iron rod found in the aforementioned west right-of-way line of Oakwood Boulevard for the southeast corner of proposed Lot 20, same being the northeast corner of proposed Lot 23;

EXHIBIT "D"

THENCE, with said west right-of-way line, same being the east line hereof the following two (2) courses and distances:

1) S16 57'26"W for a distance of 123.78 feet to an iron rod found for a point of curvature of a curve to the left;

2) With said curve to the left having a radius of 799.34 feet, a central angle of 09 42'37", a short chord of 135.31 feet (short chord bears S12 06'09"W) for an arc length of 135.47 feet to the POINT OF BEGINNING containing 3.000 acres (130,680 sq. ft.) of land area.

As Surveyed By:

Cecil Jackson Chisholm Date 2-12-88
Registered Public Surveyor No. 4295

STATE OF TEXAS
CECIL JACKSON CHISHOLM
4295
REGISTERED PUBLIC SURVEYOR

CJC:ek
July 24, 1987
Job No. 352-01-001-202
Revised 02/11/88

EXHIBIT "D"

EXHIBIT B

INGRESS/EGRESS EASEMENT

FIELD NOTES

FOR A TWENTY-SIX (26) FOOT-WIDE STRIP OF LAND, BEING OUT OF AND A PART OF LOT 20 OF THE OAKLANDS SECTION TWO REVISED, AS RECORDED IN PLAT CABINET I, SLIDES 308-309 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, THE CENTERLINE OF SAID 26.00-FOOT STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE at an iron rod found on the southwest corner of said Lot 20 of the above-mentioned subdivision, also being the northwest corner of Lot 21 of said subdivision, said corner also being in the east boundary line of a 15.00-acre tract of land conveyed to Lifemark Hospitals, Inc., a Delaware corporation, by instrument recorded in Volume 871, Page 888 of the Official Records of Williamson County, Texas, thence with the common boundary line of said Lot 20 and said 15.00-acre tract, N18°47'55"W for a distance of 36.00 feet to the POINT OF BEGINNING;

THENCE, departing said common boundary line with the centerline of said 26-foot-wide ingress-egress easement through the interior of said Lot 20 the following five (5) courses and distances:

1) N71°12'05"E for a distance of 174.83 feet to a point;
2) N63°12'05"E for a distance of 201.19 feet to a point;
3) N71°12'05"E for a distance of 53.23 feet to a point;
4) N79°12'05"E for a distance of 86.15 feet to a point;
5) S80°18'56"E for a distance of 45.69 feet to a point in the east boundary line of said Lot 20 and being the POINT OF TERMINATION hereof and from which an iron rod found on the southeast corner of said Lot 20 bears S08°27'57"W a distance of 34.00 feet;

As Surveyed By:

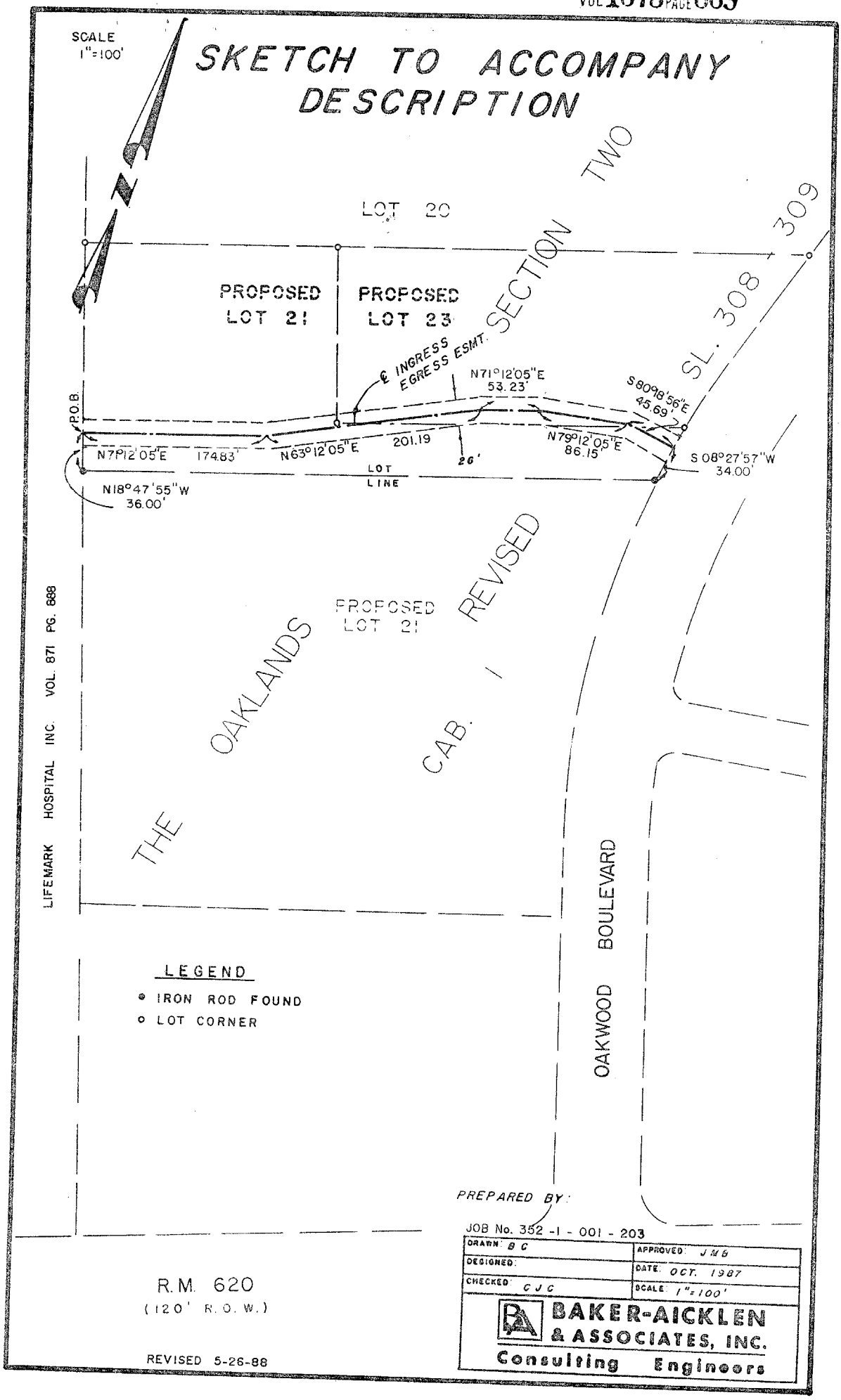
Cecil Jackson Chisholm

Cecil Jackson Chisholm Date
Registered Public Surveyor No. 4295
BAKER-AICKLEN & ASSOCIATES, INC.
Consulting Engineers
9111 Jollyville Road, Suite 107
Austin, Texas 78759
Phone: (512) 346-6980

STATE OF TEXAS
2-10-88
CECIL JACKSON CHISHOLM
4295
REGISTERED PUBLIC SURVEYOR

CJC:ek
Oct. 23, 1987
Revised Feb. 10, 1988
Revised May 26, 1988
Project No. 352-01-001-203

Exhibit C


SCALE
1"=100'
SKETCH TO ACCOMPANY DESCRIPTION
N
LOT 20
PROPOSED LOT 21
PROPOSED LOT 23
SECTION TWO
SL. 308 - 309
℄ INGRESS EGRESS ESMT.
N71°12'05"E 53.23'
S80°18'56"E 45.69'
P.O.B.
N71°12'05"E 174.83'
N63°12'05"E 201.19
26'
N79°12'05"E 86.15'
S 08°27'57"W 34.00'
LOT LINE
N18°47'55"W 36.00'
PROPOSED LOT 21
THE OAKLANDS REVISED
CAB. 1
LIFEMARK HOSPITAL INC. VOL. 871 PG. 888
OAKWOOD BOULEVARD
LEGEND
IRON ROD FOUND
LOT CORNER
R.M. 620
(120' R.O.W.)
REVISED 5-26-88
PREPARED BY:
JOB No. 352 -1 - 001 - 203
DRAWN: B C
APPROVED: J M B
DESIGNED:
DATE: OCT. 1987
CHECKED: C J C
SCALE: 1"=100'
BAKER-AICKLEN & ASSOCIATES, INC.
Consulting Engineers

DECLARATION OF DRAINAGE AND DETENTION EASEMENTS AND COVENANTS

TO BE FILED IN

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

R E C I T A L S

620 Oakwood Joint Venture, a Texas joint venture general partnership (hereinafter referred to as "Declarant") is the owner in fee simple of an approximately 3.0 acre tract of real property located in Williamson County, Texas, described on Exhibit A attached hereto and incorporated herein for all purposes (hereinafter referred to as "Oakwood Tract").

Declarant desires to develop the Oakwood Tract and construct thereon two (2) medical and professional office buildings, and to subdivide the Oakwood Tract into two (2) tracts which shall be known as Lot 21, Block "K", The Oaklands Section Two "Revised", a revised subdivision, the map or plat of which shall be recorded in the plat records of Williamson County, Texas ("Lot 21") and Lot 23, Block "K", The Oaklands Section Two "Revised" ("Lot 23") (Lot 21 and Lot 23 collectively referred to herein as the "Lots").

The Lots are a portion of a Planned Unit Development ("P.U.D.") approved by the City of Round Rock, Texas ("City"). In accordance with the terms and conditions of the P.U.D., The City of Round Rock has approved the subdivision of the Lots on the condition that the Lots be impressed with certain covenants, restrictions and easements running with the land as hereinafter set forth, each and all of which is and are for the benefit of each of the Lots and each "Owner" (hereinafter defined) thereof.

NOW, THEREFORE, Declarant, in order to satisfy the conditions imposed by the City in connection with the approval of the aforementioned subdivision plat, declares that the Lots are and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the following covenants, restrictions, liens, charges and easements (sometimes hereinafter collectively referred to as "covenants and restrictions"), which are also for the purpose of protecting the value and desirability of, and which shall run with, the Lots and shall be binding on all parties having any right, title or interest in or to the Lots or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each "Owner" (hereinafter defined) thereof.

1. Definitions.

1.1 "Declarant" shall mean and refer to 620 Oakwood Joint Venture, a Texas joint venture general partnership, its successors and assigns.

1.2 "Declaration" shall mean and refer to this Declaration of Drainage and Detention Easements and Covenants.

1.3 "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of the fee simple title to the Lots or any portion thereof, and their successors and assigns.

1.4 "Lots" shall mean and refer to the Oakwood Tract described in the recitals above, and upon the effective date of the resubdivision of the Oakwood Tract, it shall mean and refer to Lot 21 and Lot 23, collectively.

1.5 "Lot 21" and "Lot 23" shall each have the meaning assigned thereto in the recitals above.

2. Easements.

2.1 Establishment of Easement. Declarant hereby establishes and grants a non-exclusive easement over and across the portion of Lot 23 described in Exhibit B attached hereto and incorporated herein for all purposes (the "Easement"), for the use and benefit of the present and subsequent Owners of Lot 21, and their successors and assigns, for the purpose of providing drainage of surface stormwater upon, under and across Lot 23, the detention of surface waters upon, under and across Lot 23, and construction, maintenance and repair of surface stormwater transmission structures and a stormwater detention pond upon, under, over and across Lot 23; provided, however, the rate and volume of drainage of surface stormwater shall be limited to the rate and volume of surface water drainage "Maximum Flow" that will flow from Lot 21 to Lot 23 upon the completion of the improvements to constructed upon Lot 21 in accordance with the site plan for Lot 21 that has been approved by the City, a copy of which is attached hereto as Exhibit C, and is incorporated herein for all purposes, and the Owners of Lot 21 shall not thereafter design or redesign, construct or reconstruct improvements or stormwater management systems or take any other action the result of which would be to cause any more surface stormwater drainage from Lot 21 or any other Property at a rate or volume greater than the Maximum Flow, without the prior written consent of the then Owners of Lot 23, which consent must be recorded in the Real Property Records of Williamson County, Texas to be effective.

2.2 Rights Reserved. Declarant expressly reserves unto the Owners of Lot 23, the right to use and enjoy the Easement in common with the Owners of Lot 21. Declarant intends that the detention pond in the Easement shall serve to detain all surface drainage properly entering the Easement from Lot 21 together with all surface drainage from Lot 23.

3. Maintenance.

3.1 Duty to Construct. In connection with the Easement above, each Owner of Lot 21, its respective successors and assigns, shall at its sole cost and expense have the right and privilege, obligation and duty to construct, pave and inspect the drainage and detention improvements on the Easement, together with all rights and privileges necessary or convenient for the full enjoyment or use of the Easement for the above described purposes, and shall have the right of ingress and egress over paved portions of the adjoining lands of Lot 23 for the purpose of exercising the above-described rights and privileges.

3.2 Duty to Maintain. The Owner of Lot 23 shall have the right and privilege, obligation and duty, on behalf of all the Owners, to inspect, alter, improve, reconstruct and maintain the drainage and detention improvements located on, over and across the Easement, together with all rights and privileges necessary or convenient for the full use or enjoyment of the Easement for the above described purposes, and also shall have the right of ingress and egress over the adjoining paved areas of Lot 21 for the purposes of exercising the above-described rights and privileges. The Owner of Lot 23 shall assess the costs of such work to all Owners as provided in Section 3.3 hereof.

3.3 Costs. Each Owner shall be responsible for payment of one-half (½) of the costs attributable to maintaining, improving, administering and repairing the drainage and detention improvements located on, over and across the Easement. The Owner of Lot 23 shall assess such costs to each

Owner, and the assessments shall be due and payable 30 days after receipt of the written assessment.

3.4 Damage to Easements. Notwithstanding the foregoing or any other provision hereof, the cost of repairing damages to any portion of the drainage or detention improvements by any Owner, or such Owner's agent, contractors, successors, assigns, employees, other than normal wear, shall be borne entirely by the Owner causing (or whose agents, contractors, successors, assigns, employees, caused) such damage.

3.5 Default in Maintenance. If any Owner, or its successors or assigns, fails to timely construct or maintain the roadway or parking areas as required by Sections 3.1 or 3.2 above (the "Defaulting Owner"), any other Owner may upon thirty (30) days prior written notice specifically setting forth the nature and extent of the work required to be done perform such construction or maintenance set forth in the written notice. The Defaulting Owner shall reimburse the other owner for costs incurred upon demand plus interest at the rate of eighteen percent (18%) per annum.

4. Covenant to Keep Easement Free of Obstructions. Each Owner of any portion of the Lots shall be responsible for ensuring that they and their respective contractors, tenants, employees, invitees and guests keep that portion of such Owner's Tract which is burdened by the Easements, and the portion of the drainage and detention improvements thereon, free and unobstructed at all times for the use of the other Owner and its successors and assigns. No Owner or such Owner's successors or assigns, shall allow any obstructions to accumulate or exist on the drainage or detention improvements or property adjoining same within the area owned and/or occupied by them. Each Owner and Owner's successors and assigns shall use best efforts to prevent the Owner's contractors, tenants, employees, invitees and guests from causing obstructions to accumulate or exist upon or adjacent to the portion of the drainage or detention improvements located upon the other Owner's tract. Each Owner and such Owner's successors and assigns shall at all times conduct operations on and with respect to the drainage or detention improvements on the Easement and the property abutting same in such a manner as not to create a nuisance or cause detrimental effects to the drainage or detention improvements.

5. Term. The term of the Easements shall commence as of the time of the recording of the map or plat of The Oaklands Section Two "Revised" in the Plat Records of Williamson County, Texas and continue in effect perpetually thereafter until and unless terminated by a duly recorded agreement executed by the then holders of the fee simple interests of Lot 21 and Lot 23, or until the Owners of Lot 21 violate the condition that the Owners of Lot 21 shall not cause the surface stormwater drainage to exceed the Maximum Flow.

6. Miscellaneous.

6.1 No Grant or Dedication to Public. The Easements established herein and the covenants running with the land as created hereby are for the sole benefit of the Lots, the Owners of any portion thereof, and their respective successors, heirs, assigns, contractors, tenants, employees, invitees and guests. Nothing contained herein shall be construed to grant any right to the general public, the City of Round Rock, County of Williamson, or any governmental body or agency to use or enter upon the Easement.

6.2 Appurtenances. All Easements, covenants and conditions granted and established herein, including all terms and provisions contained herein, apply to Lot 21 and Lot 23 and bind each Owner, their respective successors and assigns.

Further, all Easements shall pass with each conveyance of each tract and shall be deemed to run with said land. Each tract shall be a dominant estate insofar as it is benefitted by the terms and provisions contained herein; likewise, each tract shall be a servient estate insofar as it is burdened hereby. All Easements granted under this Declaration are appurtenances to each tract, and none of the Easements may be assigned or encumbered except as appurtenances thereto.

6.3 Injunction. If any Owner, or its successors, assigns, tenants or sub-tenants, agents, servants, employees, guests or invitees, violates or threatens to violate any part of this Declaration, any other Owner, or its respective successors and assigns, shall have the right to enjoin such violation or threatened violation in any court of competent jurisdiction and to recover damages. If any Owner, its successor or assign brings an action in any court of competent jurisdiction to enforce any provision of this Declaration, the prevailing party shall be entitled to reasonable attorney's fees and all costs, which sums shall be included in any judgment entered in favor of the prevailing party.

6.4 Modification. Except as stated otherwise in this Declaration, the Declaration or any of its provisions, conditions, covenants and restrictions may not be modified, extended or terminated without the written consent of all the then Owners, which consent shall not be effective until recorded in the Real Property Records of Williamson County, Texas.

6.5 Severability. If any provision, condition, covenant or other clause, sentence or phrase of this Declaration shall become null, void or illegal for any reason, or held to be so by any court of competent jurisdiction, the remaining portions shall remain in full force and effect.

6.6 Headings. Paragraph numbers and headings used in this Declaration are for convenience only and not to be interpreted as adding to, limiting or otherwise modifying the meaning of this Declaration or the intent of the parties hereto.

6.7 Controlling Law. This Declaration shall be construed according to the laws of the State of Texas.

6.8 Notices. Any notice required or permitted to be given pursuant to this Declaration shall be deemed delivered when actually received if delivered by personal delivery or courier service, or the earlier of the date of actual receipt or three (3) business days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the addressee Lot Owner at the last address on record with the Travis County Central Appraisal District, unless such records list the Owner's mortgagee's address, in which case the notice shall be addressed at the Owner's address on the Lot Owner's deed on record in the Travis County Real Property Records.

IN WITNESS WHEREOF, this instrument is executed as of this 13 day of June, 1988.

620 OAKWOOD JOINT VENTURE,
a Texas joint venture general partnership

By: Orthopaedic Associates of Central Texas, P.A.

By: David O. Dilly III MD
Name: Orthopaedic Associates
Title: Vice President

EXHIBIT "D"

By: David O. Gillory III MD
David O. Gillory, III,
General Partner

By: Steve Cranford Wilson
Steve Cranford Wilson,
General Partner

By: Gary Richard Williams MD
Gary Richard Williams,
General Partner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CONSENT

The undersigned, as lienholder on the Lots, does hereby join in the execution of this Declaration of Driveway and Parking Easements, Conditions and Restrictions for the purpose of giving its consent to the execution hereof and to the encumbrance of the Lots with the easements, covenants and conditions contained herein. The undersigned does also hereby subordinate its liens to this Declaration of Driveways and Parking Easements, Conditions and Restrictions and all of the easements, covenants, conditions and restrictions contained herein.

MBANK ROUND ROCK, N.A.
BY David A. Goertz
DAVID A. GOERTZ
VICE PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 6-13, 1988 by David O. Gillory III, M.D. Vice President of Orthopaedic Associates of Central Texas, P.A., general partner of 620 Oakwood Joint Venture, a Texas joint venture general partnership, on behalf of said partnership.

Virginia Sue Hauser
Notary Public in and for
the State of Texas

Printed name Virginia Sue Hauser

My Commission expires:
1-29-91

EXHIBIT "D"

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 6-13, 1988 by David O. Gillory, III, general partner of 620 Oakwood Joint Venture, a Texas joint venture general partnership, on behalf of said partnership.

Virginia Sue Hauser
Notary Public in and for
the State of Texas

Printed name Virginia Sue Hauser

My Commission expires:
1-29-91

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 6-13, 1988 by Steve Cranford Wilson, general partner of 620 Oakwood Joint Venture, a Texas joint venture general partnership, on behalf of said partnership.

Virginia Sue Hauser
Notary Public in and for
the State of Texas

Printed name Virginia Sue Hauser

My Commission expires:
1-29-91

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 6-13, 1988 by Gary Richard Williams, general partner of 620 Oakwood Joint Venture, a Texas joint venture general partnership, on behalf of said partnership.

Virginia Sue Hauser
Notary Public in and for
the State of Texas

Printed name Virginia Sue Hauser

My Commission expires:
1-29-91

EXHIBIT "D"

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 1988 by _____, general partner of 620 Oakwood Joint Venture, a Texas joint venture general partnership, on behalf of said partnership.

_____
Notary Public in and for
the State of Texas

Printed name _____

My Commission expires:
_____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 1988 by _____, general partner of 620 Oakwood Joint Venture, a Texas joint venture general partnership, on behalf of said partnership.

_____
Notary Public in and for
the State of Texas

Printed name _____

My Commission expires:
_____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 1988 by _____, general partner of 620 Oakwood Joint Venture, a Texas joint venture general partnership, on behalf of said partnership.

_____
Notary Public in and for
the State of Texas

Printed name _____

My Commission expires:
_____

EXHIBIT "D"

[LIENHOLDER]

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on June 17, 1988 by David A Goertz, ~~general partner of 620 Oakwood Joint Venture, a Texas joint venture, general partnership, on behalf of said partnership.~~ Vice President of MBank Austin, N.A., a national association, on behalf of said national association.

Elizabeth M. Young
Notary Public in and for
the State of Texas

Printed name _____

My Commission expires:

_____

ELIZABETH M. YOUNG
Notary Public, State of Texas
My Commission Expires May 27, 1992

ELIZABETH M. YOUNG
Notary Public, State of Texas
My Commission Expires May 27, 1992

EXHIBIT "D"

Exhibit A: Description of 3.0 Acre Oakwood Tract

Exhibit B: Metes and bounds description of drainage and detention easement

Exhibit C: Site Plan

F:\emsinisi\10800\0004\drainage.eas
[Rev.04/19/88.ju]

EXHIBIT "D"

FIELD NOTE DESCRIPTION OF

A 3.000-ACRE TRACT OF LAND BEING OUT OF AND PART OF LOT 20, BLOCK K, THE OAKLANDS, SECTION TWO AS RECORDED IN CABINET I, SLIDES 308-309, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.000 ACRES BEING ALSO ALL OF LOT 21 AND LOT 23 OF THE PROPOSED AMENDED PLAT OF THE OAKLANDS, SECTION TWO REVISED AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the north right-of-way line of Ranch to Market Road No. 620 (F.M. 620), being the southeast corner of a tract of land conveyed to Lifemark Hospital Inc. by instrument in Volume 871, Page 888, Official Records of Williamson County, Texas, and a point in the west line of a remainder portion of a 47.83-acre tract of land (called the First Tract) as recorded in Volume 717, Page 403 of said Official Records;

THENCE, with the aforementioned north right-of-way line, N67 44'25"E a distance of 425.74 feet to a point of curvature of a right-of-way return, said curve being a curve to the left;

THENCE, with said curve to the left having a radius of 30.00 feet, a central angle of 86 04'25", a long chord of 40.95 feet (chord bears N24 42'13"E) an arc length of 45.07 feet to a point of tangency on the west right-of-way line of Oakwood Boulevard as dedicated per the original Oaklands, Section Two, plat;

THENCE, with said west right-of-way line the following two (2) courses and distances:

1) N18 20'00"W at a distance of 264.64 feet passing the southeast corner of Lot 21 (Proposed Lot 22 of said Proposed Amended Plat) of said Oaklands, Section Two, for a total distance of 338.85 feet to a point of curvature of a curve to the right;

2) With said curve to the right having a radius of 799.34 feet, a central angle of 25 34'51", a short chord of 353.92 feet (short chord bears N05 32'35"W) an arc length of 356.88 feet to an iron rod found for a point on curve, same being the northeast corner of the aforementioned Lot 21 (Proposed Lot 22) and the southeast corner of said Lot 20 (Proposed Lot 21) for the southeast corner and the POINT OF BEGINNING hereof;

THENCE, leaving the aforementioned right-of-way line with the north line of said Lot 21 (Proposed Lot 22), same being the south line hereof, S71 12'05"W for a distance of 537.19 feet to an iron rod found on the east line of said Lifemark Hospital tract, same being the northwest corner of said Lot 21 Proposed Lot 22) and southwest corner hereof;

THENCE, with the east line of said Lifemark Hospital tract, same being the west line of said Lot 20 (proposed Lot 21) the following two (2) courses and distances:

1) N18 47'55"W for a distance of 44.92 feet to an iron rod found for an angle point hereof;

2) N18 39'35"W for a distance of 171.63 feet to an iron rod set for the southwest corner of the proposed Lot 20 and the northwest corner hereof;

THENCE, with the south line of the Proposed Lot 20, same being the north line of proposed Lot 21 and proposed Lot 23, N71 12'05"E for a distance of 678.59 feet to an iron rod found in the aforementioned west right-of-way line of Oakwood Boulevard for the southeast corner of proposed Lot 20, same being the northeast corner of proposed Lot 23;

THENCE, with said west right-of-way line, same being the east line hereof the following two (2) courses and distances:

1) S16 57'26"W for a distance of 123.78 feet to an iron rod found for a point of curvature of a curve to the left;

2) With said curve to the left having a radius of 799.34 feet, a central angle of 09 42'37", a short chord of 135.31 feet (short chord bears S12 06'09"W) for an arc length of 135.47 feet to the POINT OF BEGINNING containing 3.000 acres (130,680 sq. ft.) of land area.

As Surveyed By:

Cecil Jackson Chisholm Date 2-12-88
Registered Public Surveyor No. 4295

STATE OF TEXAS
CECIL JACKSON CHISHOLM
4295
REGISTERED PUBLIC SURVEYOR

CJC:ek
July 24, 1987
Job No. 352-01-001-202
Revised 02/11/88

EXHIBIT "D"

Exhibit B

Drainage and Detention Pond
Easement

FIELD NOTES

FOR A 0.1766-ACRE (7695 SQUARE FT.) TRACT OF LAND BEING A PORTION OF LOT 20, BLOCK K OF A SUBDIVISION KNOWN AS THE OAKLANDS, SECTION TWO REVISED AS RECORDED IN PLAT CABINET I, SLIDES 308 AND 309, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1766-ACRE TRACT OF LAND BEING ALSO A PORTION OF LOT 23 OF A PROPOSED SUBDIVISION KNOWN AS AMENDED PLAT OF THE OAKLANDS, SECTION TWO REVISED , SAID 0.1766-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found on the west right-of-way line of Oakwood Boulevard (80-ft. width) being also on the northeast corner of said Lot 23 and the southeast corner of Lot 20 of said proposed subdivision for the northeast corner and POINT OF BEGINNING hereof;

THENCE with said right-of-way line being also east boundary of said Lot 23 S16°57'26"W for a distance of 123.78 feet to an iron rod found on a point of curvature of said right-of-way line;

THENCE continuing with said right-of-way line with a curve to the left, having a radius of 799.34 feet, a central angle of 05°38'52", an arc distance of 78.79 feet and a chord which bears S14°08'02W for a distance of 78.76 feet to an iron rod set on the southeast corner of said Lot 23, being also the most easterly corner of Lot 21 of said proposed subdivision for the southeast corner hereof;

THENCE departing said right-of-way line through the interior of said Lot 23 the following three (3) calls:

1.) N80°18'56"W for a distance of 13.87 feet to a point;

2.) N10°30'00"E for a distance of 53.82 feet to a point;

3.) N18°47'55"W for a distance of 113.00 feet to a point in the north boundary line of said Lot 23 being also the south boundary line of Lot 20 of said proposed subdivision for the northwest corner hereof;

THENCE with the north boundary line of said Lot 23, same being the south boundary line of said Lot 20 N71°12'05"E for a distance of 101.00 feet to the POINT OF BEGINNING hereof and containing 0.1766 acre (7695 square feet) of land.

As surveyed by:

Cecil Jackson Chisholm Date
Registered Public Surveyor No. 4295

STATE OF TEXAS
CECIL JACKSON CHISHOLM
4295
REGISTERED PUBLIC SURVEYOR

CJC:ek
Feb. 23, 1988
Job No. 352-1-001-100

VOL 1675 PAGE 682

FILED FOR RECORD
WILLIAMSON COUNTY, TX.

1988 JUN 23 PM 4:44

James S. Boydston
COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this Instrument was filed for record on the date and at the time stamped hereon by me; and was duly RECORDED in the volume and page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

JUN 24 1988

COUNTY COURT WILLIAMSON COUNTY, TEXAS

James S. Boydston
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

RECIPROCAL EASEMENT AGREEMENT

~~18584~~

27225

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Reciprocal Easement Agreement (hereinafter referred to as "Agreement") is made and entered into this 14th day of June, 1988, by and between the parties (hereinafter sometimes collectively referred to as "Owners") stated below who own the property described below.

RECITALS

620 Oakwood Joint Venture, a Texas joint venture (hereinafter referred to as "Oakwood") is the owner in fee simple of a certain 3.00 acre tract of real property located in Williamson County, Texas, described on Exhibit A attached hereto and incorporated herein for all purposes (hereinafter referred to as "Oakwood Tract").

Oakwood's predecessor made application to the City of Round Rock to subdivide the Oakwood Tract into two tracts which shall be known as Lots 21 and 23 of The Oaklands Section Two, Revised ("Tract A" and "Tract B", respectively).

LIFEMARK HOSPITALS, INC., a Delaware corporation (hereinafter referred to as "Lifemark") is the owner in fee simple of a certain 15 acre tract of real property located in Williamson County, Texas, described on Exhibit B attached hereto and incorporated herein for all purposes, and on which is presently situated the Round Rock Community Hospital (hereinafter referred to as "Hospital Tract") (Tract A, Tract B and Hospital Tract sometimes hereinafter collectively referred to as "Tracts").

Tracts A and B are neighboring, adjacent tracts that share two common boundaries along the southern and southwestern boundary of Tract B. Tracts A and B and the Hospital Tract are neighboring, adjacent tracts. Tract A and the Hospital Tract share a common boundary along the westernmost boundary of Tract A. Tracts A and B have vehicular access to Oakwood Boulevard, an 80' Right of Way dedicated to public use in the Real Property Records of Williamson County, Texas. The Hospital Tract has vehicular access to R.M. 620, an 120' Right of Way dedicated to public use in the Real Property Records of Williamson County, Texas.

The Owners desire to have mutual and reciprocal easements for ingress and egress across certain eastern portions of the Hospital Tract, and certain portions of Tracts A and B adjacent to one of the common boundaries between Tracts A and B.

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

The Owners desire to construct a private drive upon said easements so that the Owners will have access to and from R.M. 620, Oakwood Boulevard, and their respective tracts. A map of the private drive is attached hereto as Exhibit E, and is incorporated herein.

NOW, THEREFORE, in consideration of the recitals and mutual promises and covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Owners hereby agree and covenant as follows:

1. Nonexclusive Access Easement Over Tracts A and B for Benefit of Hospital Tract. Oakwood does hereby grant and convey to Lifemark, its successors and assigns, a non-exclusive easement for ingress and egress over, through and across the private drive to be constructed on the portions of Tract A and Tract B, respectively, described in Exhibit C attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Tract A and B Easement") solely for the purposes set out herein, together with all rights and privileges necessary or convenient for the full enjoyment or use of the easement for its intended purposes reserving to Oakwood, its successors and assigns, tenants, invitees, employees and guests the right to use the Tract A and B Easement in common with Lifemark.

2. Non-Exclusive Access Easement Over Hospital Tract For Benefit of Tracts A and B. Similarly, Lifemark does hereby grant and convey to Oakwood, its respective successors and assigns, for the benefit of both Tract A and Tract B a non-exclusive easement for ingress and egress over, through and across the private drive constructed on the portions of the Hospital Tract described in Exhibit D attached hereto and made a part hereof for all purposes (hereinafter referred to as "Hospital Easement"), solely for the purposes set out herein, together with all rights and privileges necessary or convenient for the full enjoyment or use of the easement for its intended purposes reserving to Lifemark, its successors, assigns, tenants, invitees, employees and guests the right to use the Hospital Easement in common with Oakwood (the A and B Easement and the Hospital Easement hereinafter sometimes collectively referred to as "Easements").

3. Purposes. The Easements, rights and privileges herein granted shall be for the sole purpose of providing vehicular and pedestrian ingress and egress (but excluding parking on) over and across the Easements (but excluding construction equipment or other vehicles whose weight could damage the driveway areas of the Easements) to allow the free and uninterrupted use and privilege for vehicular and pedestrian ingress and egress (but expressly excluding parking) by the Owners, their successors, assigns, tenants, employees, invitees

and guests, between R.M. 620, Oakwood Boulevard, and the Owners' respective tracts (but excluding construction equipment or other vehicles whose weight could damage the driveway areas of the Easements).

4. Construction of the Private Drive. In connection with the grants of Easements above, Lifemark and Oakwood do hereby covenant and agree that each Owner, its respective successors and assigns, shall have the right, privilege, obligation and duty to construct a paved private drive on, through and across the respective Owner's Tracts, subject to the following terms and conditions:

4.1 Construction of the private drive shall be performed according to plans and specifications mutually approved by both Lifemark and Oakwood, their successors and assigns, and which approval shall be reasonably and timely given, provided however, that by approving and reviewing plans and specifications for the private drive, Owners assume no liability or responsibility for any defect in any private drive constructed from such plans or specifications.

4.2 Each Lifemark and Oakwood do hereby covenant and agree that within thirty (30) days following the completion of construction of the private drive that crosses the Hospital Tract, the Hospital shall give Oakwood written notice of any and all expenses incurred by Lifemark in (a) relocating the mobile building that presently occupies a portion of the Hospital Easement to another location on the Hospital Tract; (b) reconstructing that portion of the parking lot that presently occupies the Hospital Easement, using the same construction standards that shall be applied to construction of the private drive on the Oakwood Easement; and (c) constructing a parking lot on the Hospital Tract of a size and composition equivalent to the size and composition of that portion of the parking lot that presently occupies the Hospital Easement ("Reimbursement Costs"). Within thirty (30) days following receipt of such written notice, Oakwood shall reimburse to the Hospital all Reimbursement Costs.

4.3 Any and all construction required pursuant to this Agreement shall be performed according to standards established by any applicable permit, law, ordinance or regulation of any city, county, state or other governmental agency, and any and all construction to be performed pursuant to this Agreement shall be performed in a good and workmanlike manner according to industry standards and customs. Except with the prior written approval of the Hospital, any and all construction of the private drive or storage of materials or equipment related thereto on the Hospital Tract shall be performed and completed in a manner that does not cause either interference with or interruption of Hospital's emergency room operations.

5. Maintenance.

5.1 In connection with the grants of Easements above, Lifemark and Oakwood do hereby covenant and agree that each Owner, its respective successors and assigns, shall have the right and privilege, obligation and duty to repair, reconstruct, inspect, alter, improve and maintain the portion of private drive that lies on, through, and across the Easement on such Owner's tract, together with all rights and privileges necessary or convenient for the full enjoyment or use of the Easements for the above described purposes, and also including the right of ingress and egress over adjoining paved portions of the land of the other Owner for the purpose of exercising the above-described rights and privileges.

5.2 Each Owner hereby covenants and agrees to be responsible for payment of the costs attributable to reconstructing, inspecting, altering, maintaining, administering and repairing that portion of the private drive which is over and across the respective Owner's tract.

5.3 The Owners further covenant and agree that each Owner, at its sole cost, solely shall maintain, reconstruct, alter and repair the private drive on the Easements on such Owner's tract in a usable, neat and uniform manner so as to prevent its deterioration.

5.4 Notwithstanding the foregoing or any other provision hereof, the cost of repairing damages other than normal wear to any portion of the private drive that lies on either Easement caused by any Owner, or such Owner's agent, contractors, successors, assigns, or employees, shall be borne entirely by the Owner causing (or whose agents, contractors, successors, assigns, or employees, caused) such damage.

5.5 Each Owner may temporarily interrupt use of the portion of the private drive that lies on the Easement on such Owner's Tract to perform necessary repairs to the improvements thereon, including without limitation, resurfacing and restriping the private drive, but such repair and maintenance work shall to the extent reasonably possible be scheduled so as to minimize interference with the use of the Easements.

5.6 If either Owner, or its successors or assigns fails to timely construct or maintain the private drive as required by Sections 5.1, 5.2 and 5.3 above (the "Defaulting Owner"), the other Owner may upon thirty (30) days prior written notice perform such construction or maintenance required by such Sections and specified in the written notice, unless the Defaulting Owner commences construction or maintenance within

such thirty (30) day period and diligently pursues the construction or maintenance to completion. The Defaulting Owner shall reimburse the other Owner for costs incurred for construction or maintenance required by Section 5.1, 5.2, or 5.3 herein, upon demand plus interest at the maximum rate allowed by applicable law.

5.7 Notwithstanding anything set forth herein to the contrary, if any Owner desires to improve the private drive on the Easements such Owner shall complete such improvement at such Owner's sole cost and expense unless the other Owners agree in writing in advance of such improvement to bear a portion of such costs.

6. Use. The Owners further covenant and agree that each Owner, and such Owner's agents, contractors, successors, assigns and employees, shall use the private drive and the Easements according to he following terms and conditions:

6.1 The right to use the non-exclusive Easements granted herein for vehicular and pedestrian ingress and egress by Owners, their successors, assigns, tenants, employees, invitees and guests, shall be limited to ingress and egress between the Hospital Tract and Oakwood Boulevard, and between Tract A and Tract B and R.M. 620. Lifemark and Oakwood do hereby covenant and agree that the right to use the non-exclusive Easements granted herein is not intended and shall not be construed to extend to or otherwise benefit any land, tract, or property whatsoever except the Owners' respective Tracts as described herein.

6.2 The Owners further covenant and agree that each Owner retains, reserves and shall continue to enjoy the right to build on and use any and all properties owned by such Owner located adjacent to the Easements, for any purpose, including without limitation, for drainage ditches, private driveways, alleys, walks, gardens, lawns, loading, or parking areas and other like uses. The covenants set forth in this subparagraph shall be subject to the covenants and restrictions set forth in Paragraph 11 herein.

6.3 Each Owner shall have the right to make such changes in the location of the Easement on the Owner's property as in such Owner's reasonable opinion may be necessary or desirable and in the best interest of all persons using such Easement, including without limitation, reconfiguring driveway areas and redirecting traffic, provided, however, that no such change shall interfere with the beneficial use of the Easements for the purposes herein granted.

7. Signage. Each Owner shall have the right and privilege at such Owner's sole cost and expense, to construct,

erect, repair and maintain any signage on the portion of the Easement located on such Owner's Tract, as may be permitted by applicable law, for so long as such signage does not unreasonably interfere with the use of the Easements by parties permitted hereunder to use the Easements.

8. Restrictions.

8.1 Neither Owner shall use, place, construct or operate on any portion of the Easements not located on such Owner's Tract, any signs, fences, displays, poles, or any other structures, or any electrical, gas, potable and irrigation water, sanitary and storm sewer, or any other communication, transmission, or distribution line, facility, or system, whether such line, facility, or system is above, below, or at ground level.

8.2 Notwithstanding any provision herein to the contrary, the Owners further covenant and agree that each Owner retains, reserves and shall enjoy the right to seek judicial action to prevent the construction of any building, structures or other obstructions located or to be located on or adjacent to the Easements that may endanger or unreasonably interfere with the safe and efficient use of the private drive.

8.3 Further notwithstanding anything to the contrary herein, Lifemark, its successors or assigns, in the exercise of its sole, but reasonable discretion, shall have the right without notice to temporarily exclude or delay Oakwood, its successors, assigns, tenants, agents, contractors, employees, invitees or guests at any time from using the Hospital Easement, if and when Oakwood, its successors, assigns, tenants, agents, contractors, employees, invitees or guests materially interferes with or delays emergency traffic to or from the Hospital's emergency room on, across or over the Hospital Easement. If use of the Hospital Easement by Oakwood, its successors, assigns, tenants, agents, contractors, employees, invitees or guests materially interferes with or delays emergency traffic to or from the Hospital's emergency room on, across or over the Hospital Easement, then, Lifemark, its successors or assigns shall have the right to relocate or reconfigure the Hospital Easement on the Hospital Tract, so as to eliminate such material interference; provided however, the Hospital shall not have the right to exclude or delay use of the Hospital Easement for more than three (3) weeks during such relocation or reconfiguration. Within thirty (30) days following the completion of such relocation or reconfiguration of the Hospital Easement, Lifemark shall give Oakwood notice of any and all expenses reasonably incurred by the Hospital in connection with such relocation or reconfiguration. Oakwood shall reimburse the Hospital within 30 days after receipt of such notice of its prorata share of the reasonable costs of relocating or reconfiguring the Hospital

Easement set forth in the notice. "Prorata share" shall mean (a) if the portion of the Easement relocated or reconfigured is then used solely by Lifemark and Oakwood, then, it shall mean "all"; and (b) if the portion of the Easement relocated or reconfigured is then used by Lifemark, Oakwood and one or more other entity, then it shall mean that Oakwood and the other such entities shall each bear such costs in equal amounts.

8.4 Lifemark and Oakwood, their successors and assigns, retain and reserve the right to grant other easements in, under, on, over and across the portion of the Easements located on their respective Tracts, whether exclusive or non-exclusive, provided however, that no such grant shall unreasonably interfere with the beneficial use of the Easements granted herein.

8.5 The Tract A and B Easement is subject to a declaration of covenants and easements which establishes an ingress and egress easement between Tracts A and B over and across the Tract A and B Easement. Lifemark consents to such declaration of covenants and easement and acknowledges, agrees and admits that such covenants, restrictions and easement do not and shall not constitute unreasonable interference or delay with the beneficial use of the Easements granted herein.

9. Indemnification. Each Owner ("Indemnitor") agrees to indemnify and hold harmless each other Owner ("Indemnitee") from and against any and all losses, costs, claims, demands or expenses, including without limitation reasonable attorney's fees, suffered by any person arising from loss, injury, death or damage to persons or property as a result of any action or omission on the part of such Indemnitor or such Indemnitor's contractors, employees, tenants or invitees with respect to any occurrence on or adjacent to the Easements. This provision is not intended nor shall it be construed to require either Owner to indemnify the other Owner for any independent liability of that other Owner, nor to cause either Owner to be subject to any liability to any third party (either directly, or as an indemnitor) in any case where Indemnitor's liability would not otherwise exist. Instead, this provision shall assure that each Owner, its successors, assigns, agents, contractors, officers and employees, will be provided with indemnification for any vicarious or other indirect liability or claim against the Indemnitor, Indemnitor's agents, contractors, officers or employees, resulting from the actions or omissions of Indemnitor, its officers, agents, contractors or employees.

10. Insurance. Each party shall obtain and maintain in force during the term of this Agreement liability and property damage insurance insuring against all liability of such party arising out of or in connection with the use of the Easements located on such Owner's Tract with such coverage limits as may

be reasonable and prudent for such coverage in Williamson County, Texas. Each party agrees upon request of the other to furnish to the requesting party a certificate evidencing the fact that such insurance has been obtained and is in effect. Neither party shall have any duty or obligation to obtain liability or other insurance protection for the other party.

11. Covenant to Keep Easement Free of Obstructions. Each Owner of any portion of the Tracts shall be responsible for ensuring that they and their respective contractors, tenants, employees, invitees and guests keep that portion of such Owner's Tract which is burdened by the Easements, and the portion of the private drive thereon, free and unobstructed at all times for the use of the other Owner and its successors, assigns, agents, contractors, employees, tenants, invitees and guests. No Owner or such Owner's successors or assigns, shall allow any obstructions to accumulate or exist on the private drive within the area owned and/or occupied by them. Each Owner and Owner's successors and assigns shall use best efforts to prevent the Owner's contractors, tenants, employees, invitees and guests from causing obstructions to accumulate or exist upon the portion of the private drive located upon the other Owner's Tract. Each Owner and such Owner's successors and assigns shall at all times conduct operations on and with respect to the private drive on the Easements and the property abutting same in such a manner as not to create a nuisance or cause detrimental effects to the private drive.

12. Term.

12.1 The term of the Easements shall commence as of the time of the recording of this Agreement with the Williamson County Recorder's office and continue in effect perpetually thereafter until and unless terminated by a duly recorded agreement executed by the then holders of the fee simple interests of the Hospital Property, Tract A and Tract B.

12.2 Notwithstanding anything to the contrary set forth herein, the Easement herein granted shall automatically be deemed cancelled, void and of no further force and effect as to either Tract A or Tract B, whichever is appropriate, if

(a) such Tract is ever developed or occupied for any purpose other than the operation of a medical and professional office building, together with clearly secondary anciliary medical services approved by the Director of Planning and Community Development of the City of Round Rock, in the State of Texas; or

(b) the purposes for which the Easements are granted cease to exist, are abandoned by the Owners,

their successors and assigns, or become impossible of performance.

Oakwood and Lifemark, and their successors and assigns, hereby covenant and agree that the Easements granted herein shall be limited in duration upon the occurrence or nonoccurrence of any of the events specified above, and that in the event of the occurrence of any of the above conditions, this Agreement shall automatically be deemed cancelled and have no further force or effect whatsoever, and Lifemark and Oakwood hereby covenant and agree to that they, their successors or assigns shall each execute and record an agreement, consistent with the terms herein, that terminates the Easements.

13. Miscellaneous.

13.1 The Easements established herein and the covenants running with the land as created hereby are for the sole benefit of the Tracts, the Owners thereof, and their respective successors, heirs, assigns, independent contractors, agents, tenants, employees, invitees and guests. Nothing contained herein shall be construed to grant any right to the general public, the City of Round Rock, the County of Williamson, or any governmental body or agency to use or enter upon the Easements, nor shall the Easements granted herein inure to the benefit of any owner or user of the property or land adjacent to the Tracts, regardless of whether such adjacent properties may be incorporated into one of the Tracts.

13.2 All Easements granted herein, including all terms and provisions contained herein, apply to Tract A, Tract B and the Hospital Tract and bind each Owner, their respective successors and assigns. Further, all Easements shall pass with each conveyance of each Tract and shall be deemed to run with said land. Each Tract shall be a dominant estate insofar as it is benefitted by the terms and provisions contained herein; likewise, each Tract shall be a servient estate insofar as it is burdened thereby. All Easements granted under this Agreement are appurtenances to each Tract, and none of the Easements may be assigned or encumbered except as appurtenances thereto.

13.3 If any Owner, or its successors, assigns, tenants or sub-tenants, agents, servants, employees, guests or invitees, violates or threatens to violate any part of this Agreement, any other Owner, or its respective successors and assigns, shall have the right to enjoin such violation or threatened violation in any court of competent jurisdiction and to recover damages. If any Owner, its successor or assign brings an action in any court of competent jurisdiction to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and all costs,

which sums shall be included in any judgment entered in favor of the prevailing party.

13.4 Except as stated otherwise in this Agreement, the Agreement or any of its provisions, conditions, covenants and restrictions may not be modified, extended or terminated without the consent of all Owners, or their respective successors or assigns, in writing.

13.5 If any provision, condition, covenant or other clause, sentence or phrase of this Agreement shall become null, void or illegal for any reason, or held to be so by any court of competent jurisdiction, the remaining portions shall remain in full force and effect.

13.6 Each Owner, their respective successors and assigns, shall have the right to promulgate, post and enforce against the other Owners and their respective successors, assigns, tenants, employees, invitees and guests reasonable rules and regulations regulating traffic movement and parking over such Owner's respective property; provided, however, that any and all such rules or regulations shall not unreasonably interfere with the other Owner's beneficial use and enjoyment of the Easements or of their respective Tracts. Each Owner shall supply the other Owner with written copies of all such applicable rules and regulations and shall provide the other Owners with at least ten (10) days prior written notice of any amendments to such rules and regulations.

13.7 Paragraph numbers and headings used in this Agreement are for convenience only and not to be interpreted as adding to, limiting or otherwise modifying the meaning of this Agreement or the intent of the parties hereto.

13.8 This Agreement shall be construed according to the laws of the State of Texas.

13.9 This Agreement may be executed and recorded in counterparts or through use of counterpart signature and acknowledgement pages.

IN WITNESS WHEREOF, this instrument is executed as of this 14 day of June, 1988.

620 OAKWOOD JOINT VENTURE,
a Texas joint venture

By David O. Gillory III
David O. Gillory, III
General Partner

By Steve Cranford Wilson
Steve Cranford Wilson
General Partner

By Gary Richard Williams
Gary Richard Williams
General Partner

LIFEMARK HOSPITALS, INC., a
Delaware corporation

By Jeffrey D. Thompson
Name: JEFFREY D. THOMPSON
Title: VICE PRESIDENT

~~CONSENT BY LIENHOLDER~~

The undersigned, lienholder on the Hospital Tract, does hereby join in the execution of this Reciprocal Easement Agreement for the purpose of consenting to the easements herein granted and the terms, conditions and covenants contained herein. The undersigned does also hereby subordinate its liens to this Reciprocal Easement Agreement, and the easements herein granted and the covenants, conditions and restrictions set forth herein.

_____

By_____
Name: _____
Title: _____

CONSENT BY LIENHOLDER

The undersigned, lienholder on Tract A and Tract B, does hereby join in the execution of this Reciprocal Easement Agreement for the purpose of consenting to the easements herein granted and the terms, conditions and covenants contained herein. The undersigned does also hereby subordinate its liens to this Reciprocal Easement Agreement, and the easements herein granted and the covenants, conditions and restrictions set forth herein.

MBANK ROUND ROCK, N.A.

By David A. Goertz

Name: DAVID A. GOERTZ

Title: VICE PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 6-14-88, 1988 by David O. Gillory, III, general partner of 620 Oakwood Joint Venture, a Texas joint venture, on behalf of said joint venture.

VIRGINIA SUE HAUSER
NOTARY PUBLIC
STATE OF TEXAS
EXP. 1-29-91

Virginia Sue Hauser

Notary Public in and for the State of Texas

Printed name Virginia Sue Hauser

My Commission Expires: 1-29-91

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 6-14, 1988 by Steve Cranford Wilson, General Partner of 620 Oakwood Joint Venture, a Texas joint venture, on behalf of said joint venture.

Virginia Sue Hauser
Notary Public in and for
the State of Texas

Printed Name Virginia Sue Hauser

My Commission Expires:
1-29-91

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 6-15-, 1988 by Gary Richard Williams, General Partner of 620 Oakwood Joint Venture, a Texas joint venture, on behalf of said joint venture.

Virginia Sue Hauser
Notary Public in and for
the State of Texas

Printed Name Virginia Sue Hauser

My Commission Expires:
1-29-91

THE STATE OF CALIFORNIA §
§
COUNTY OF LOS ANGELES §

This instrument was acknowledged before me on JUNE 2, 1988 by JEFFREY D. THOMPSON, VICE PRESIDENT of Lifemark Hospitals, Inc., a Delaware corporation, on behalf of said corporation.

OFFICIAL SEAL
MARY H. YUMIBE
Notary Public-California
Principal Office in
Los Angeles County
My Comm. Exp. Apr. 23, 1989

Mary H. Yumibe
Notary Public in and for
the State of CALIFORNIA

Printed name MARY H. YUMIBE

My Commission Expires:
April 23, 1989

Exhibit A:	Description of Tract A
Exhibit B:	Description of Hospital Tract
Exhibit C:	Metes and bounds description of Easement on Hospital Tract
Exhibit D:	Metes and bounds description of Easement on Tract A and Tract B
Exhibit E:	Map of the Hospital Tract, Tract A and Tract B, with the easements marked

Exhibit A

FIELD NOTE DESCRIPTION OF

A 3.000-ACRE TRACT OF LAND BEING OUT OF AND PART OF LOT 20, BLOCK K, THE OAKLANDS, SECTION TWO AS RECORDED IN CABINET I, SLIDES 308-309, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.000 ACRES BEING ALSO ALL OF LOT 21 AND LOT 23 OF THE PROPOSED AMENDED PLAT OF THE OAKLANDS, SECTION TWO REVISED AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the north right-of-way line of Ranch to Market Road No. 620 (F.M. 620), being the southeast corner of a tract of land conveyed to Lifemark Hospital Inc. by instrument in Volume 871, Page 888, Official Records of Williamson County, Texas, and a point in the west line of a remainder portion of a 47.83-acre tract of land (called the First Tract) as recorded in Volume 717, Page 403 of said Official Records;

THENCE, with the aforementioned north right-of-way line, N67 44'25"E a distance of 425.74 feet to a point of curvature of a right-of-way return, said curve being a curve to the left;

THENCE, with said curve to the left having a radius of 30.00 feet, a central angle of 86 04'25", a long chord of 40.95 feet (chord bears N24 42'13"E) an arc length of 45.07 feet to a point of tangency on the west right-of-way line of Oakwood Boulevard as dedicated per the original Oaklands, Section Two, plat;

THENCE, with said west right-of-way line the following two (2) courses and distances:

1) N18 20'00"W at a distance of 264.64 feet passing the southeast corner of Lot 21 (Proposed Lot 22 of said Proposed Amended Plat) of said Oaklands, Section Two, for a total distance of 338.85 feet to a point of curvature of a curve to the right;

2) With said curve to the right having a radius of 799.34 feet, a central angle of 25 34'51", a short chord of 353.92 feet (short chord bears N05 32'35"W) an arc length of 356.88 feet to an iron rod found for a point on curve, same being the northeast corner of the aforementioned Lot 21 (Proposed Lot 22) and the southeast corner of said Lot 20 (Proposed Lot 21) for the southeast corner and the POINT OF BEGINNING hereof;

THENCE, leaving the aforementioned right-of-way line with the north line of said Lot 21 (Proposed Lot 22), same being the south line hereof, S71 12'05"W for a distance of 537.19 feet to an iron rod found on the east line of said Lifemark Hospital tract, same being the northwest corner of said Lot 21 Proposed Lot 22) and southwest corner hereof;

THENCE, with the east line of said Lifemark Hospital tract, same being the west line of said Lot 20 (proposed Lot 21) the following two (2) courses and distances:

1) N18 47'55"W for a distance of 44.92 feet to an iron rod found for an angle point hereof;

2) N18 39'35"W for a distance of 171.63 feet to an iron rod set for the southwest corner of the proposed Lot 20 and the northwest corner hereof;

THENCE, with the south line of the Proposed Lot 20, same being the north line of proposed Lot 21 and proposed Lot 23, N71 12'05"E for a distance of 678.59 feet to an iron rod found in the aforementioned west right-of-way line of Oakwood Boulevard for the southeast corner of proposed Lot 20, same being the northeast corner of proposed Lot 23;

THENCE, with said west right-of-way line, same being the east line hereof the following two (2) courses and distances:

1) S16 57'26"W for a distance of 123.78 feet to an iron rod found for a point of curvature of a curve to the left;

2) With said curve to the left having a radius of 799.34 feet, a central angle of 09 42'37", a short chord of 135.31 feet (short chord bears S12 06'09"W) for an arc length of 135.47 feet to the POINT OF BEGINNING containing 3.000 acres (130,680 sq. ft.) of land area.

As Surveyed By:

Cecil Jackson Chisholm
Cecil Jackson Chisholm Date
Registered Public Surveyor No. 4295 2-12-88

STATE OF TEXAS
2-12-88
CECIL JACKSON CHISHOLM
4295
REGISTERED PUBLIC SURVEYOR

CJC:ek
July 24, 1987
Job No. 352-01-001-202
Revised 02/11/88

FIELD NOTES OF 15.000 ACRES

Exhibit B

FIELD NOTES describing a 15.000 acre tract or parcel of land out of the Jacob M. Harrell Survey, Abstract No. 284, situated in Williamson County, Texas, being a portion of the remainder of that certain 131.71 acre "North Tract", conveyed to A. H. Robinson; Jr., etal, by deed recorded in Volume 413, Page 626, of the Deed Records of said County, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin set in the North fenced right-of-way line of R.M. 620, a 120.00 foot wide right-of-way, being a point in the West line of a 47.83 acre "First Tract", conveyed to Austin White Lime Company, by deed recorded in Volume 428, Page 516, of said Deed Records, for the Southeast corner and POINT OF BEGINNING of the hereinafter described 15.000 acres;

THENCE along said fenced North right-of-way line, for the South line hereof, the following two (2) courses:
1) S67°43'35"W, 587.01 feet to a concrete highway monument found, for a Point of Curvature hereof;
2) along the arc of a curve to the left having elements of delta = 01°30'51", radius = 2351.83 feet, arc = 62.15 feet, tangent = 31.08 feet, chord bearing and chord = S66°58'10"W, 62.15 feet to an iron pin set, for the Southwest corner hereof;

THENCE along the West line hereof, N22°19'W, 963.08 feet to an iron pin set, for the Northwest corner hereof;

THENCE along the North line herepf, N67°40'E, 708.66 feet to an iron pin set in the fenced West line of a 150.00 acre tract of land conveyed to Janet Johnson Bartholomew, etal, by deed recorded in Volume 656, Page 514, of said Deed Records, for the Northeast corner hereof;

THENCE along the fenced West line of said 150.00 acres, for an East line hereof, the following three (3) courses:
1) S18°39'35"E, 181.16 feet to an iron pin set, for an angle point hereof;
2) S18°47'55"E, 238.69 feet to an iron pin set, for an angle point hereof;
3) S18°51'15"E, 260.70 feet to an iron pin set at a fence corner post, being the Southwest corner of said 150.00 acres, and the Northwest corner of said 47.83 acre "First Tract", for an angle point hereof;

THENCE along the West line of said 47.83 acre "First Tract", for an East line hereof, S18°46'30"E, 284.26 feet to the POINT OF BEGINNING of the herein described tract of land containing 15.000 acres of land more or less.

I, Steven D. Kallman, A REGISTERED PUBLIC SURVEYOR, do hereby certify that these field notes and attached plat accurately represent the results of an on-the-ground survey made under my direction and supervision on the 18th day of February, 1982. All corners located are as shown. There are no encroachments, conflicts or protrusions apparent on the ground except as shown.

HAYNIE & KALLMAN, INC.

STATE OF TEXAS
STEVEN D. KALLMAN
2-18-82
3337
REGISTERED PUBLIC SURVEYOR

Steven D. Kallman

Steven D. Kallman,
Registered Public Surveyor No. 3337

2-18-82
Date

Exhibit A

INGRESS/EGRESS EASEMENT

FIELD NOTES

FOR A TWENTY-SIX (26) FOOT-WIDE STRIP OF LAND, BEING OUT OF AND A PART OF LOT 20 OF THE OAKLANDS SECTION TWO REVISED, AS RECORDED IN PLAT CABINET I, SLIDES 308-309 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, THE CENTERLINE OF SAID 26.00-FOOT STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE at an iron rod found on the southwest corner of said Lot 20 of the above-mentioned subdivision, also being the northwest corner of Lot 21 of said subdivision, said corner also being in the east boundary line of a 15.00-acre tract of land conveyed to Lifemark Hospitals, Inc., a Delaware corporation, by instrument recorded in Volume 871, Page 888 of the Official Records of Williamson County, Texas, thence with the common boundary line of said Lot 20 and said 15.00-acre tract, N18°47'55"W for a distance of 36.00 feet to the POINT OF BEGINNING;

THENCE, departing said common boundary line with the centerline of said 26-foot-wide ingress-egress easement through the interior of said Lot 20 the following five (5) courses and distances:

1) N71°12'05"E for a distance of 174.83 feet to a point;
2) N63°12'05"E for a distance of 201.19 feet to a point;
3) N71°12'05"E for a distance of 53.23 feet to a point;
4) N79°12'05"E for a distance of 86.15 feet to a point;
5) S80°18'56"E for a distance of 45.69 feet to a point in the east boundary line of said Lot 20 and being the POINT OF TERMINATION hereof and from which an iron rod found on the southeast corner of said Lot 20 bears S08°27'57"W a distance of 34.00 feet;

As Surveyed By:

Cecil Jackson Chisholm

Cecil Jackson Chisholm Date
Registered Public Surveyor No. 4295
BAKER-AICKLEN & ASSOCIATES, INC.
Consulting Engineers
9111 Jollyville Road, Suite 107
Austin, Texas 78759
Phone: (512) 346-6980

STATE OF TEXAS
CECIL JACKSON CHISHOLM
4295
REGISTERED PUBLIC SURVEYOR
2-10-88

CJC:ek
Oct. 23, 1987
Revised Feb. 10, 1988
Revised May 26, 1988
Project No. 352-01-001-203

Exhibit C

INGRESS/EGRESS EASEMENT

DESCRIPTION

FOR A 38,958-SQUARE-FOOT (0.8943-ACRE) TRACT OF LAND SITUATED IN THE JACOB M. HARRELL SURVEY, ABSTRACT NO. 284 IN WILLIAMSON COUNTY, AND BEING PART OF A 15.00-ACRE TRACT OF LAND AS CONVEYED TO LIFEMARK HOSPITALS, INC., A DELAWARE CORPORATION, IN VOLUME 871, PAGE 888 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID, 38,958-SQUARE-FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the north right-of-way line of R.M. 620 (120-foot right-of-way), being a point in the west line of the remainder of a 47.83-acre (First Tract) as conveyed to Austin White Lime Company in Volume 717, Page 403 of the Official Records of Williamson County, Texas, said point being the southeast corner of said 15.00-acre tract of land as mentioned above;

THENCE, with the north right-of-way line of R.M. 620, S67°43'35"W for a distance of 48.40 feet to an angle point;

THENCE, departing said right-of-way line and through the interior of said 15.00-acre tract the following two (2) courses and distances:

1) N18°57'15"W for a distance of 790.67 feet to an angle point;
2) N71°12'05"E for a distance of 50.33 feet to a point being in the west boundary line of Lot 20, THE OAKLANDS SECTION TWO REVISED, as recorded in Plat Cabinet I, Slide 308-309 of the Plat Records of Williamson County, Texas, said point also being in the east boundary line of said 15.00-acre tract of land;

THENCE, with the common boundary line of said Lot 20 and said 15.00-acre tract, S18°39'35"E for a distance of 4.08 feet to an angle point;

THENCE, continuing with the common boundary line of said Lot 20 and said 15-acre tract, S18°47'55"E at a distance of 44.92 feet, pass a point being the southwest corner of said Lot 20 and the northwest corner of Lot 21 of the above-mentioned subdivision, continue on said course for a total distance of 238.69 feet to an angle point;

THENCE, continuing with the common boundary line of said Lot 21 and said 15-acre tract, S18°51'15"E at a distance of 221.23 feet pass a point also being the southwest corner of said Lot 21 and the northwest corner of said 47.83-acre remnant tract, continue on said course with common boundary line of said 15.00-acre tract and said 47.83-acre remnant tract for a total distance of 260.70 feet to an angle point;

THENCE, continue with common boundary line of said 47.83-acre remnant tract and said 15-acre tract, S18°46'30"E for a distance of 284.26 feet to the POINT OF BEGINNING, containing 38,958 square feet (0.8943 acre) of land.

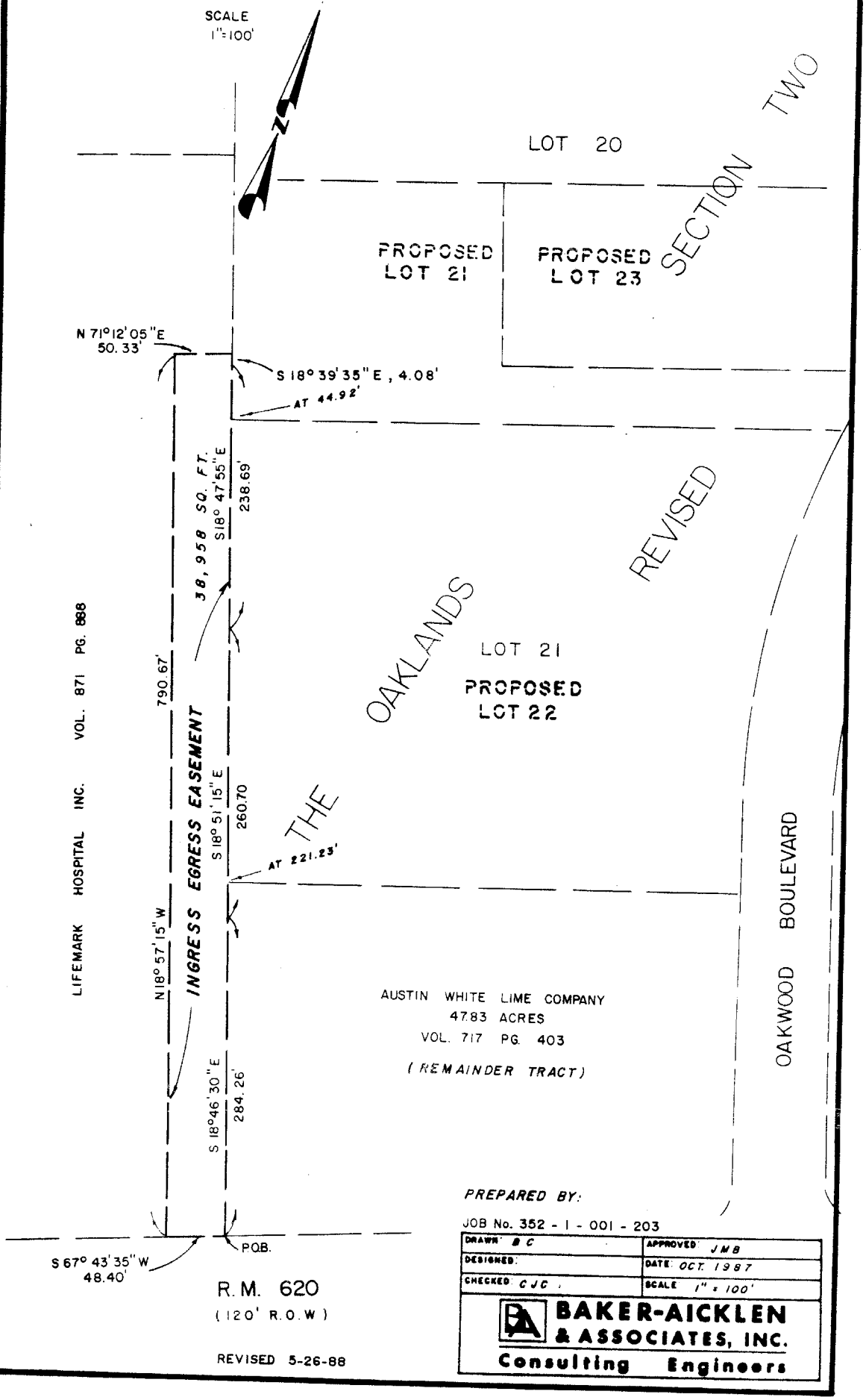
Description prepared by:

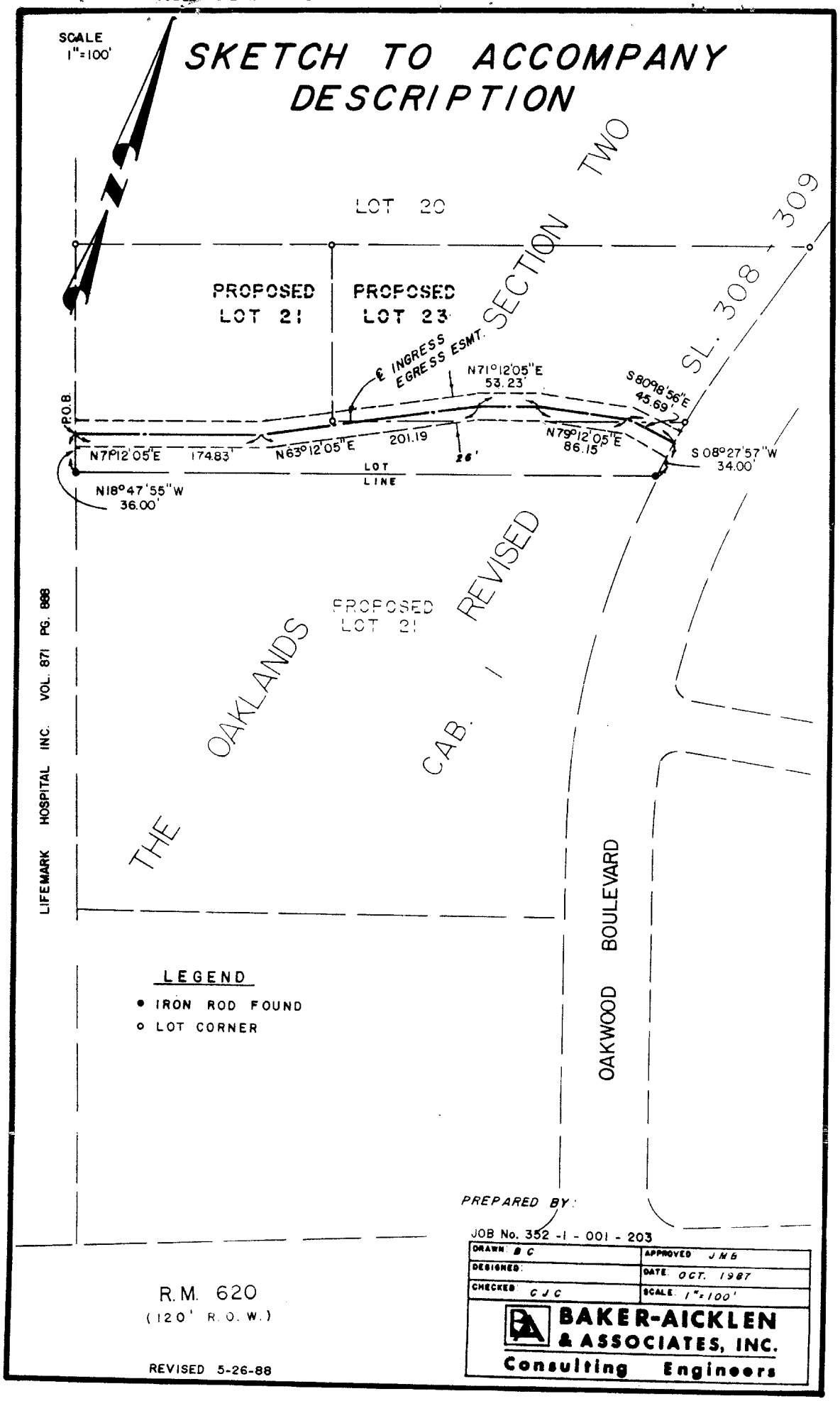
BAKER-AICKLEN & ASSOCIATES, INC.
Consulting Engineers
9111 Jollyville Road, Suite 107
Austin, Texas 78759
Phone: (512) 346-6980

CJC:ek
Oct. 29, 1987
Revised 05/26/88
Job No. 352-01-001-203

Exhibit D

SKETCH TO ACCOMPANY DESCRIPTION




SCALE
1"=100'
SKETCH TO ACCOMPANY DESCRIPTION
LOT 20
PROPOSED LOT 21
PROPOSED LOT 23
℄ INGRESS EGRESS ESMT.
N71°12'05"E 53.23'
S80°18'56"E 45.69'
P.O.B.
N71°12'05"E
174.83'
N63°12'05"E
201.19
26'
N79°12'05"E 86.15'
S 08°27'57"W 34.00'
LOT LINE
N18°47'55"W 36.00'
SECTION TWO
SL. 308 309
PROPOSED LOT 21
THE OAKLANDS REVISED
CAB. 1
LIFEMARK HOSPITAL INC. VOL. 871 PG. 888
OAKWOOD BOULEVARD
LEGEND
• IRON ROD FOUND
o LOT CORNER
R.M. 620
(120' R.O.W.)
REVISED 5-26-88
PREPARED BY:
JOB No. 352 -1 - 001 - 203
DRAWN: B C
APPROVED: J M B
DESIGNED:
DATE: OCT. 1987
CHECKED: C J C
SCALE: 1"=100'
BAKER-AICKLEN & ASSOCIATES, INC.
Consulting Engineers

VOL 1675 PAGE 704

VOL 1702 PAGE 778

FILED FOR RECORD
WILLIAMSON COUNTY, TX.
1988 JUN 23 PM 4:44
James S. Boydstun
COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the named RECORDS of Williamson County, Texas as stamped hereon by me, on

JUN 24 1988

WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

JUN 24 1988

COUNTY COURT WILLIAMSON COUNTY, TEXAS

James S. Boydstun
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
WILLIAMSON COUNTY, TX.
1988 SEP -2 PM 4:29
James S. Boydstun
COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

SEP 6 1988

COUNTY COURT WILLIAMSON COUNTY, TEXAS

James S. Boydstun
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS