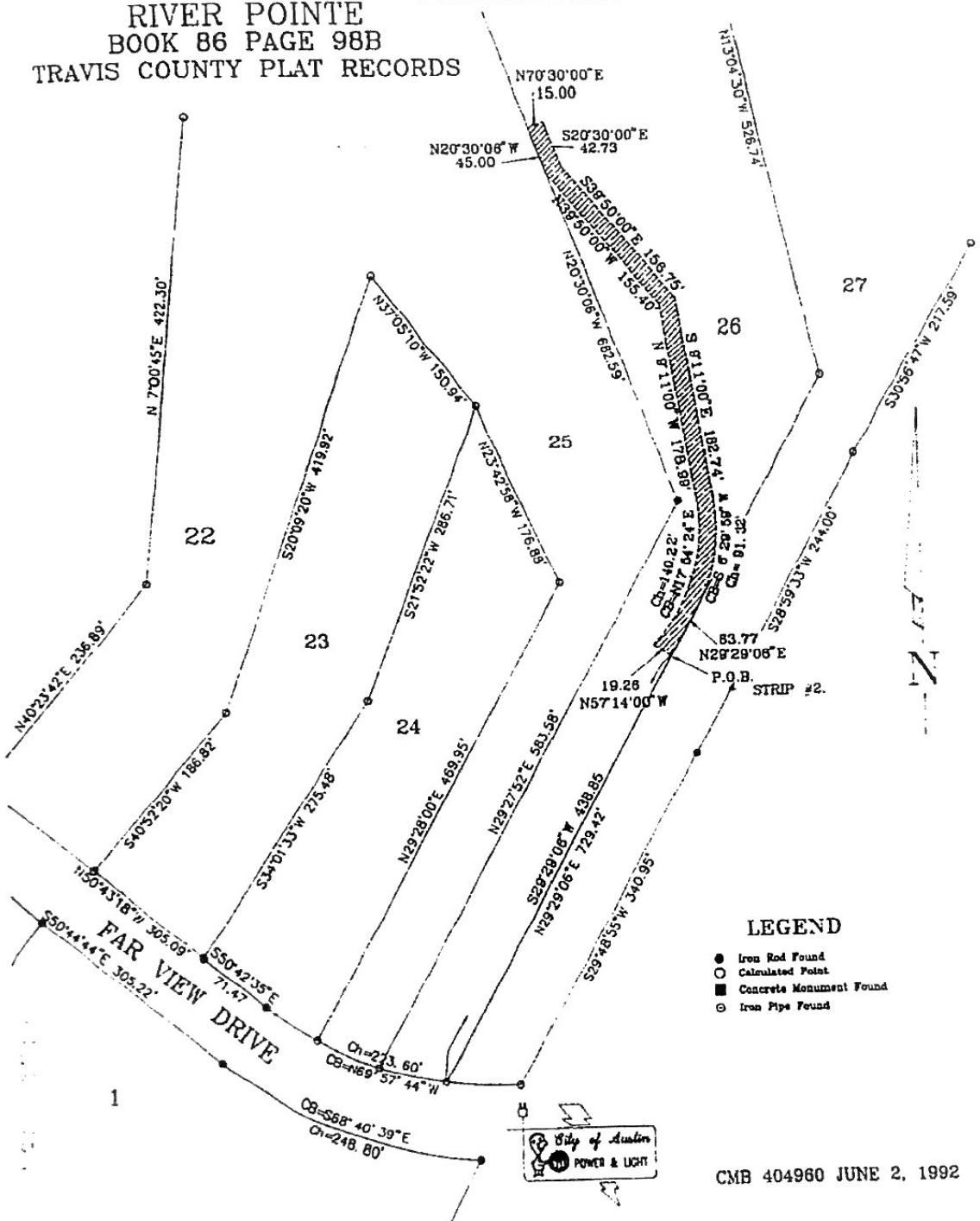


EXHIBIT "C"

RIVER POINTE
BOOK 86 PAGE 98B
TRAVIS COUNTY PLAT RECORDS



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11735 0257

Island Pointe
J-84-186.1 (88)

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JOINT USE AND ACCESS AGREEMENT

04029597

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

X KNOW ALL MEN BY THESE PRESENTS:

That JWM DEVELOPMENT CO., INC., a Texas corporation ("Developer") is the owner of Lots 25, 26 and 27, River Pointe Subdivision, a subdivision according to the Plat (the "Plat") of record in Book 90, Page 988, Plat Records of Travis County, Texas (the "Lots"); and 940,980

WHEREAS, the Lots have been platted so as to share a common driveway for access to Far View Drive and Developer desires that a common ingress, egress and access easement be granted across and through the Lots as shown on the Plat.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, the Developer does hereby designate those certain portions of Lots 25, 26 and 27 of River Pointe Subdivision which are labeled on the Plat of those Lots "Joint Use Driveway Easement" as a common ingress, egress and access driveway easement (the "Easement") to be utilized by Developer, his heirs, assigns, invitees and subsequent owners of the Lots, their heirs, assigns and invitees, to and from Far View Drive and their respective residences on each of the Lots.

No owner of any of the Lots or any part thereof shall place or allow any fence, barrier or other impediment within or across the Easement which would impede or restrict vehicular or pedestrian access in, on, or across the Easement. The portions of the Lots which lie between Far View Drive and the Building Set Back Lines shown on the Plat of the Lots (with the exception of the paved portions of the easement) shall be maintained in their natural state. Developer shall install twenty-five (25) feet of paving within the Easement and each owner of the Lots shall be jointly and equally responsible for the maintenance of the Easement and the paving therein in a good, safe and usable condition.

The provisions hereof shall be a covenant which shall run with the land and such provisions shall be binding upon and be for the benefit of the Developer as well as subsequent owners of the Lots, and their respective heirs, successors, assigns and invitees, except that the location of the Easement may be relocated at any future date but only if all of the then owners of the Lots and a majority of the City Council of the City of Austin consent to such relocation.

The Developer or any subsequent owner of the Lots may enforce the provisions hereof at law or in equity including injunctive relief where necessary or appropriate.

Executed this 22 day of October, 1985.

JWM DEVELOPMENT CO., INC.

By:

J. Wiley McIlwain
J. Wiley McIlwain, President

REAL PROPERTY RECORDS
Travis County, Texas

09561 0350

THE STATE OF TEXAS x
COUNTY OF TRAVIS x

This instrument was acknowledged before me on this the 22
day of October, 1985 by J. Wiley McIlwain, President of
JWM Development Co., Inc. on behalf of said corporation.



Karen Damman
Notary Public in and for the
State of Texas

KAREN DAMMAN

My Commission Expires 10/86
Typed or Printed Name of Notary

My Commission Expires: _____

NOTARY SEAL

Return: O.L.D.S
City planning

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that the instrument was FILED on
the date and at the time stamped herein by me, and
was duly RECORDED in the Volume and Page of the
named RECORDS of Travis County, Texas on

FEB 7 1988



FILED
55 FEB -7 AM 11:36
Doris Angelina
COUNTY CLERK
TRAVIS COUNTY, TEXAS

00561 0550