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RECREATIONAL EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PREMISES
COUNTY OF WOOD §

THAT ROBERT E. MEAD ("Grantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey to HOLLY LAKE RANCH ASSOCIATION, a Texas nonprofit corporation (the "Association"), its successors and assigns, for the purpose of the recreational enjoyment of its members, a nonexclusive, nonassignable easement for recreational use in the real property located in Wood County, Texas described on Exhibit "A" attached hereto and incorporated herein by this reference.

This easement is granted to the Association and its members for the usage of the above referenced real property solely for the purposes of fishing, hiking and nature walks and for no other purposes whatsoever.

The Association shall have the right and obligation to promulgate reasonable rules for the purpose of regulating the safe use of this easement by members of the Association and their guests; provided, however, any such rules and regulations must be approved in advance in writing by Grantor.

Grantor shall not be liable to the Association or to any Association member or such member's family, employees or guests, or any other person, for any damage to persons or property caused by the act, omission or negligence of the Association, or any member of the Association or such member's family, employees or guests, or of any other member of the Association or such other member's family, employees or guests; Grantor shall not be liable for loss of or damage to any property of the Association or any member of the Association or such member's family, employees or guests, at any time located on the above described real property, whether due to theft or suffered by reason of fire, water, rain, hail, lightning, explosion or any other cause. The Association and each member of the Association, or each such member's family, employees or guests, by their use of the above described real property pursuant to this recreational easement, hereby releases Grantor, its successors and assigns, from any and all claims and damages which may arise out of any accidents or injuries to the Association, Association members or their family, employees or guests, that may occur in connection with use

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of the above described real property and any recreational facilities located on or within the above described real property. The Association acknowledges that the use of the above described real property and any recreational facilities located on or within the above described real property is being furnished without charge by Grantor, and the Association and each Association member, by his acceptance of Association membership and use of the above described real property and any recreational facilities located on or within the above described real property, hereby assumes on behalf of such Association member and his family, employees, and guests, any and all risks of any accidents in connection with the use thereof, and agrees that Grantor shall not be liable for any injury sustained by any of such persons in connection with use of the real property described above or any recreational facilities located thereon or within the above described real property. The Association hereby covenants to call to the attention of each member of the Association the terms and provisions of this recreational easement, and particularly the terms and provisions of this paragraph hereof prior to the usage by such member, his family, employees or guests, of the above described real property and any recreational facilities located thereon or within the above described real property.

As additional consideration for the grant and assignment of this easement, the Association hereby covenants and agrees with Grantor as follows:

1. For so long as this easement is in effect, the Association shall, at its sole cost and expense, keep and maintain policies of comprehensive general liability insurance with a minimum single limit, which may be effected by primary and excess coverage, of not less than \$1,000,000. All insurance policies are to be written by insurance companies satisfactory to Grantor and shall name Grantor as an additional insured thereon. The Association shall deliver copies of such insurance policies to Grantor promptly as issued and shall deliver copies of all renewal and substitute policies of insurance to Grantor, premiums paid, at least fifteen (15) days before the termination of policies theretofore delivered to Grantor. In the event Grantee fails to obtain and maintain the insurance policies required by this paragraph, Grantor may, but is not obligated to, obtain such insurance policies and Grantee shall pay to Grantor upon demand the premium cost thereof plus interest at the maximum rate allowed by law from the date of payment by Grantor until repaid by Grantee. It is agreed that Grantor shall not be held responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein regardless of the cause of such failure.

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This easement is subject to all matters of record in the land records of Wood County, Texas, and all other rights and interests of Grantor not specifically granted herein, including but not limited to all retained utility easement rights and all oil, gas and other mineral rights and the rights to the exploitation thereof.

EXECUTED as of the 16th day of December, 2005.

GRANTOR:



Robert E. Mead

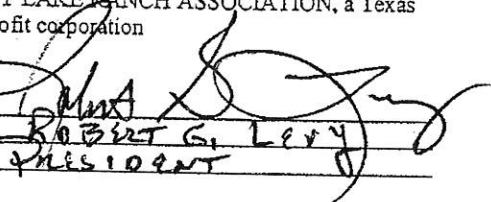
For purposes of indicating its acceptance of the grant of easement hereinabove contained, and its agreement to the covenants and other matters hereinabove set forth, Holly Lake Ranch Association has executed this Recreational Easement as of the 16th day of December, 2005.

HOLLY LAKE RANCH ASSOCIATION, a Texas non-profit corporation

By:

Name:

Its:

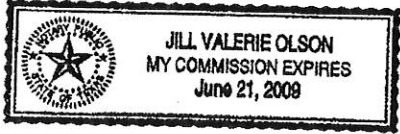

Name: ROBERT G. LEVY
Its: PRESIDENT

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STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 16th 2005, by Robert E. Mead.



Jill Valerie Olson
Notary Public, State of Texas
My Commission Expires: 6-21-09

STATE OF TEXAS §
 §
COUNTY OF Smith §

This instrument was acknowledged before me on December 16, 2005, by Robert G. Levy, President of Holly Lake Ranch Association, a Texas non-profit association, on behalf of said association.

Liz Hinch
Notary Public, State of Texas
My Commission Expires: 3/11/2006

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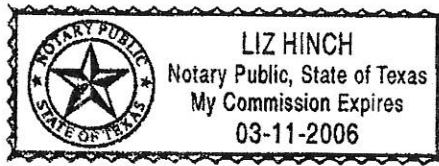


EXHIBIT "A"
to
RECREATIONAL EASEMENT
(Acreage Adjoining Sundown Bayou and Access Road)

Brooks & Burleson Survey, Abstract No. 92
Wood County, Texas

All that certain lot, tract or parcel of land, part of the Brooks & Burleson Survey, Abstract No. 92, Wood County, Texas, being part of that certain called 671.208 acre Tract No. 2 described in a Partial Assignment and Conveyance of Rights Under Recreational Easements and Assumption Agreement between Holly Lake Ranch Association and Robert E. Mead, filed on June 8, 2005 and recorded in Volume 2086, Page 746 of the Official Public Records of Wood County, Texas and being more completely described as follows, to-wit:

BEGINNING at the Southeast corner of Lot 114 of Section 1 of Holly Lake Ranch, the Southwest terminus of Hawthorne Lane, in a North line of the above mentioned 671.208 acre tract;

THENCE South 50 deg. 51 min. 00 sec. East, a distance of 30.00 ft. to a corner;

THENCE South 38 deg. 55 min. 17 sec. West, a distance of 30.00 ft. to a corner;

THENCE Northwesterly along the South margin of an oiled road, as follows:

North 51 degrees 04 minutes 43 seconds West, a distance of 149.71 ft. to a corner;

North 53 degrees 25 minutes 32 seconds West, a distance of 137.74 ft. to a corner;

North 76 degrees 19 minutes 59 seconds West, a distance of 335.55 ft. to a corner;

South 88 degrees 19 minutes 38 seconds West, a distance of 159.80 feet to a ½ iron rod (set) for corner;

THENCE South 86 degrees 11 minutes 22 seconds West, a distance of 78.21 ft. to a ½" iron rod (set) for corner;

THENCE South 43 degrees 37 minutes 24 seconds West, a distance of 280.90 ft. to a ½" iron rod (set) for corner near the shoreline of Sundown Bayou;

THENCE Northwesterly, generally with the shoreline of Sundown Bayou, as follows:

North 43 deg. 57 min. 07 sec. West, a distance of 341.83 ft. to a corner.

North 41 deg. 29 min. 45 sec. West, a distance of 170.62 ft. to a corner.

South 84 deg. 14 min. 41 sec. West, a distance of 60.00 ft. to a corner.

North 05 deg. 31 min. 49 sec. West, a distance of 33.03 ft. to a corner;

THENCE North 63 deg. 50 min. 32 sec. East, at 110.48 ft. pass a ½" iron rod (set) for reference and continue for a total distance of 224.05 ft. to a corner in the West line of Lot 131 of Holly Lake Ranch, Unit 1, a ½" iron rod (set) for reference bears North 63 deg. 50 min. 32 sec. East - 5.49 ft.;

THENCE South 08 deg. 38 min. West with the West line of said Lot 131, a distance of 9.35 ft. to the Southwest corner of same;

THENCE Southeasterly with a North line of said 671.208 acre tract, the South lines of Lots 131, 130, 129, 128, 127, 126, 125 and 114 of Holly Lake Ranch, Unit 1, as follows:

South 65 degrees 53 minutes 00 seconds East, a distance of 74.95 ft. to a corner;

South 66 degrees 19 minutes 00 seconds East, a distance of 224.90 ft. to a ½" iron rod (found) for corner;

South 66 degrees 07 minutes 36 seconds East, a distance of 199.90 ft. to a corner;

South 74 degrees 46 minutes 00 seconds East, a distance of 172.03 ft. to a corner;

South 77 degrees 14 minutes 00 seconds East, a distance of 143.75 ft. to a corner;

South 78 degrees 43 minutes 31 seconds East, a distance of 199.47 ft. to a ½" iron rod (found) for corner;

South 78 degrees 48 minutes 04 seconds East, a distance of 30.07 ft. to a ½" iron rod (found) for corner;

South 50 degrees 48 minutes 00 seconds East, a distance of 144.88 ft. to a corner;

South 51 degrees 04 minutes 43 seconds East, a distance of 119.46 feet to the place of beginning, containing 4.115 acres of land.

PREPARED BY JOHN COWAN AND ASSOCIATES, INC.

15 December 2005

05-778b

RECREATIONAL EASEMENT

46203

THE STATE OF TEXAS §
 §
COUNTY OF WOOD §

KNOW ALL MEN BY THESE PRESENTS:

THAT HOLLY LAKE DEVELOPMENT COMPANY ("Grantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey to HOLLY LAKE RANCH ASSOCIATION (the "Association"), a Texas nonprofit corporation, its successors and assigns, for the purpose of the recreational enjoyment of its members, a nonexclusive, nonassignable easement of recreational use in the real property, located in Wood County, Texas and indicated by shading in light red on Exhibit A attached hereto and incorporated herein by this reference. Said Exhibit A consists of that property or subdivision in Wood County, Texas, commonly known as Holly Lake Ranch.

It is intended by this easement to grant to the Association and its members the usage of the above referenced real property for recreational purposes only and it is agreed and understood that Grantor has installed and may at its discretion hereafter install certain recreational facilities and buildings on the above described real property which may be used by such persons for such purposes.

The Association shall have the right and obligation to promulgate reasonable rules for the purpose of regulating the safe use of this easement by members of the Association and their guests.

Grantor shall not be liable to the Association or to any association member or such member's family, employees or guests, or any other person, for any damage to persons or property caused by the act, omission or negligence of the Association, or any member

of the Association or such member's family, employees or guests, or of any other member of the Association or such other member's family, employees or guests; Grantor shall not be liable for loss of or damage to any property of the Association or any member of the Association or such member's family, employees or guests, at any time located on the above described real property, whether due to theft or suffered by reason of fire, water, rain, hail, lightning, explosion or any other cause. Grantor shall not be liable for any damage or injury to property or persons resulting from any failure or interruption of any utilities or of heating, air-conditioning or plumbing systems existing or hereafter installed within the above described real property. The Association and each member of the Association, or each such member's family, employees or guests, by their use of the above described real property pursuant to this recreational easement, hereby releases Grantor, its successors and assigns, from any and all claims and damages which may arise out of any accidents or injuries to the Association, Association members or their family, employees or guests, that may occur in connection with use of any recreational facilities or any personal property or any portion of the real property located on or within the above described real property. The Association acknowledges that the use of the recreational facilities within the above described real property is being furnished without charge by Grantor, and the Association and each Association member, by his acceptance of Association membership and use of the recreational facilities within the above described real property, hereby assumes on behalf of such Association member and his family, employees, and guests, any and all risks of any accidents in connection with use of any recreational facilities, including but not limited to the lakes, swimming areas, boating facilities, hunting areas, if any, and wildlife area, and agrees that Grantor shall not be liable for any injury sustained by any of such persons in connection with use of the real property described above or any recreational facilities located thereon. The Association

hereby covenants to call to the attention of each member of the Association the terms and provisions of this recreational easement, and particularly the terms and provisions of this paragraph hereof prior to the usage by such member, his family, employees or guests, of the recreational facilities and real property described above.

As additional consideration for the grant and assignment of this easement, the Association hereby covenants and agrees with Grantor as follows:

(1) The Association will keep all buildings and other property covered by this easement insured against loss and damage by such hazards, casualties and contingencies and in such amounts and for such periods as may from time to time be required by Grantor, such insurance to be written in form and in companies acceptable to Grantor and to be for the benefit of and payable in case of loss to Grantor to the extent of its interest, each such policy to have attached thereto loss payable clauses in favor of and in form and content satisfactory to Grantor. The Association shall deliver such insurance policies to Grantor promptly as issued and shall deliver all renewal and substitute policies of insurance to the office of Grantor, premiums paid, at least fifteen (15) days before the termination of policies theretofore delivered to Grantor. Grantor may collect the proceeds of any and all insurance that may become payable and may, at its option, use such proceeds, after deducting therefrom any expenses incurred in connection with the collection or handling thereof, in any one or more of the following ways: (a) apply the same or any part thereof to any indebtedness which might be owing by the Association to Grantor, whether such indebtedness then be matured or unmatured; or (b) use the same or any part thereof to fulfill any of the covenants of the Association contained in this easement as Grantor may determine; or (c) use the same or any part thereof to replace or restore the property covered

hereby to a condition satisfactory to the Grantor; or (d) use the same or any part thereof for any purpose whatsoever as its own funds and property, without any obligation of refund or accounting to the Association. It is agreed that Grantor shall not be held responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein regardless of the cause of such failure.

(2) The Association agrees to pay, at least ten (10) days before the same shall become delinquent or penalty is attached thereto, all taxes, assessments, and charges levied upon the subject property hereto, or upon the rents, issues, income or profits thereof, and all taxes, assessments and charges of every nature and to whomever assessed that may now or hereafter be levied or assessed upon this easement or upon the estate hereby created. The Association further agrees to pay such other sums, the failure to pay which may result in the acquisition of a lien upon the Grantor's interest in the property covered hereby, before such a lien may attach. Upon demand by Grantor, the Association shall present to Grantor official receipts evidencing payment of the above.

(3) The Association agrees to pay to Grantor, to the extent requested by Grantor, such amounts as Grantor from time to time shall estimate as necessary to create and maintain a reserve fund from which to pay before the same become due, all taxes, assessments, liens and charges on or against the property covered hereby, and premiums for insurance held or required by Grantor. Such payments shall be held by Grantor without obligation to pay interest thereon and shall in no way relieve the Association of the covenants expressed in Paragraphs (1) and (2) above. Payments from said reserve fund for said

purposes may be made by Grantor at its discretion, even though subsequent owners of the property described herein may benefit thereby. In the event of any default by the Association under the terms of this easement, any part or all of said reserve fund may be applied to any indebtedness which might be owing Grantor by the Association.

(4) The Association will keep every part of the property subject hereto in first-class condition and presenting a first-class appearance, making promptly all repairs, renewals and replacements necessary to such end, and doing promptly all else necessary to such end; but the Association will discharge all claims for labor performance and material furnished therefor, and will not suffer any lien of mechanics or materialmen therefor to attach to any part of the property subject hereto; and the Association will guard every part of the property subject hereto from removal, destruction and damage, and will not suffer any waste thereof or do or suffer to be done any act whereby the value of any part of such property may be lessened.

(5) If the Association shall default in paying when due any tax, assessment or charge levied upon the property subject hereto or upon the rents, issues, income or profits thereof, or if the Association shall default in insuring the property subject hereto or in delivering the policies as above provided, or if the Association fails to maintain the property subject hereto as above provided, Grantor may, at its option and without waiver of any right hereunder, pay such tax, assessment or charge, or effect such insurance and pay the premiums therefor, or make any repairs, renewals or replacements necessary for the proper preservation of the property subject hereto, and in case Grantor satisfies any charge of whatever nature on said

property, or makes any advances for taxes, assessments, insurance premiums, repairs, renewals or replacements, the amount paid in respect thereof shall be payable by the Association to Grantor forthwith with interest at the rate of ten percent (10%) per annum until paid.

(6) If the Association's estate or title to the easement herein created, or any part thereof or interest therein, is questioned or attacked, directly or indirectly, by suit or other judicial proceeding or in any other manner, or if a controversy of any nature arises relative to such matters, the Association will indemnify and save harmless Grantor from any and all costs, loss, damage, claim and expense by reason of such matters, or by reason of participating in any such proceedings, and Grantor is hereby authorized and empowered to take such steps as in the judgment of Grantor may be necessary or property for the defense of said easement, or for participating in any such proceedings, including employment of counsel of Grantor's own selection to participate in such suit, proceeding or controversy, prosecution or defense of litigation, and including the compromise or discharge of claims, assessments, judgments or charges made against such easement.

(7) All expenses incurred in the proceedings described in Paragraph (6), including all sums paid in compromise or discharge of such claims, assessments, charges and judgments and all attorney's fees, court costs, traveling expenses, and other expenses of any kind and character incurred by Grantor in connection with such suit, proceeding or controversy, and the expense of obtaining opinions or advice of counsel, shall be a demand obligation owing by the Association and shall bear interest at the rate of ten percent (10%) per annum from the date of expenditure until paid.

In the event that any portion of the above described land shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by sale in lieu thereof, the entire award or sale price, including any portion of such award or sale price attributable to the easement created by this instrument, shall be paid to Grantor and the Association shall have no interest therein and shall assign to Grantor any payments which it receives which are attributable to the condemnation of this easement.

This easement is subject to all matters of record in the land records of Wood County, Texas, and shall be subject and subordinate to any deed of trust or other liens now or at any time hereafter affecting the real property indicated on Exhibit A, and all other rights and interests of Grantor not specifically granted herein, including but not limited to all retained utility easement rights and all oil, gas and other mineral rights and the rights to the exploitation thereof.

EXECUTED as of (although not necessarily on) the 23rd day of September, 1971.

HOLLY LAKE DEVELOPMENT COMPANY

By 
General Partner

For purposes of indicating its acceptance of the grant of easement hereinabove contained, and its agreement to the covenants and other matters hereinabove set forth, Holly Lake Ranch Association has executed this Recreational Easement as of (although not necessarily on) the 23rd day of September, 1971.

HOLLY LAKE RANCH ASSOCIATION

By 
President

THE STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared C. JACK WILSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of HOLLY LAKE DEVELOPMENT COMPANY, a co-partnership, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of May, 1980.



Regina C. Mator
Notary Public in and for
Dallas County, Texas

My Commission Expires:
February 12, 1984

THE STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared C. JACK WILSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of HOLLY LAKE RANCH ASSOCIATION.

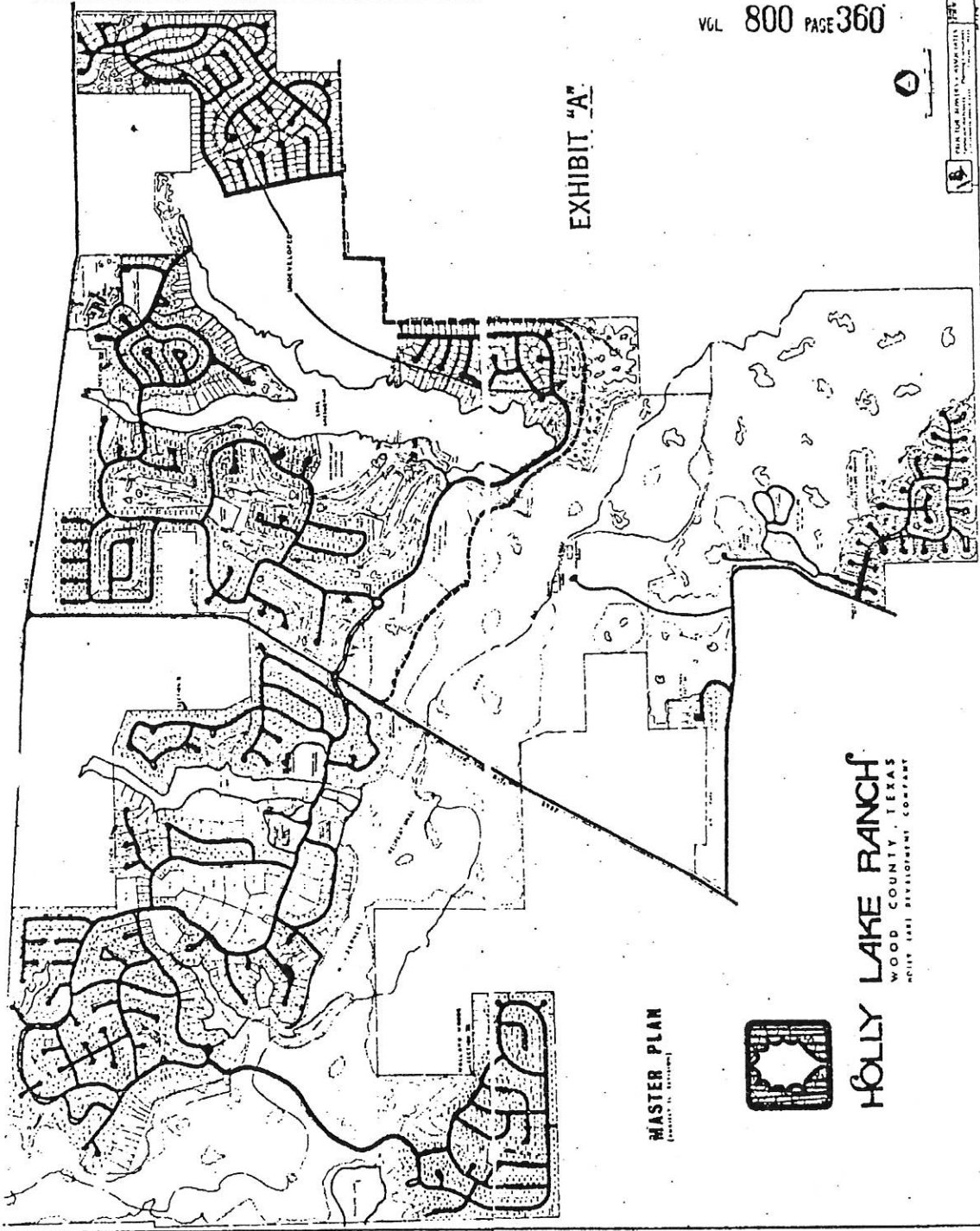
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of May, 1980.



Regina C. Mator
Notary Public in and for
Dallas County, Texas

My Commission Expires:
February 12, 1984

EXHIBIT "A"



HOLLY LAKE RANCH
 WOOD COUNTY, TEXAS
 2015 1001 DEVELOPMENT CONTRACT



MASTER PLAN
(Subject to Approval)

FILED FOR RECORD THE 3rd DAY OF JUNE A.D. 1980 AT 1:34 O'CLOCK P M.
 RECORDED THE 6th DAY OF JUNE A.D. 1980 AT 1:38 O'CLOCK P M.
 BY Martha R. Bridges Deputy
 MARTHA R. BRIDGES, COUNTY CLERK WOOD COUNTY, TEXAS

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their use of the above described real property pursuant to this recreational easement, hereby releases Grantor, its successors and assigns, from any and all claims and damages which may arise out of any accidents or injuries to the Association, Association members or their family, employees or guests, that may occur in connection with use of any recreational facilities or any personal property or any portion of the real property located on or within the above described real property. The Association acknowledges that the use of the recreational facilities within the above described real property is being furnished without charge by Grantor, and the Association and each Association member, by his acceptance of Association membership and use of the recreational facilities within the above described real property, hereby assumes on behalf of such Association member and his family, employees, and guests, any and all risks of any accidents in connection with the use thereof, and agrees that Grantor shall not be liable for any injury sustained by any of such persons in connection with use of the real property described above or any recreational facilities located thereon. The Association hereby covenants to call to the attention of each member of the Association the terms and provisions of this recreational easement, and particularly the terms and provisions of this paragraph hereof prior to the usage by such member, his family, employees or guests, of the recreational facilities and real property described above.

As additional consideration for the grant and assignment of this easement, the Association hereby covenants and agrees with Grantor as follows:

1. The Association will keep all buildings and other property covered by this easement insured against loss and damage by such hazards, casualties and contingencies and in such amounts and for such periods as may from time to time be required by Grantor, such insurance to be written in form and in companies acceptable to Grantor and to be for the benefit of and payable in case of loss to Grantor to the extent of its interest, each such policy to have attached thereto loss payable clauses in favor of and in form and content satisfactory to Grantor. The Association shall deliver such insurance policies to Grantor promptly as issued and shall deliver all renewal and substitute policies of insurance to the office of Grantor, premiums paid, at least fifteen (15) days before the termination of policies theretofore delivered to Grantor. Grantor may collect the proceeds of any and all insurance that may become payable and may, at its option, use such proceeds, after deducting therefrom any expenses incurred in connection with the collection or handling thereof, in any one or more of the following ways: (a) apply the same

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or any part thereof to any indebtedness which might be owing by the Association to Grantor, whether such indebtedness then be matured or unmatured; or (b) use the same or any part thereof to fulfill any of the covenants of the Association contained in this easement as Grantor may determine; or (c) use the same or any part thereof to replace or restore the property covered hereby to a condition satisfactory to the Grantor; or (d) use the same or any part thereof for any purpose whatsoever as its own funds and property, without any obligation of refund or accounting to the Association. It is agreed that Grantor shall not be held responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein regardless of the cause of such failure.

2. The Association agrees to pay, at least ten (10) days before the same shall become delinquent or penalty is attached thereto, all taxes, assessments, and charges levied upon the subject property hereto, or upon the rents, issues, income or profits thereof, and all taxes, assessments and charges of every nature and to whomever assessed that may now or hereafter be levied or assessed upon this easement or upon the estate hereby created. The Association further agrees to pay such other sums, the failure to pay which may result in the acquisition of a lien upon the Grantor's interest in the property covered hereby, before such a lien may attach. Upon demand by Grantor, the Association shall present to Grantor official receipts evidencing payment of the above.

3. The Association agrees to pay to Grantor, to the extent requested by Grantor, such amounts as Grantor from time to time shall estimate as necessary to create and maintain a reserve fund from which to pay before the same become due, all taxes, assessments, liens and charges on or against the property covered hereby, and premiums for insurance held or required by Grantor. Such payments shall be held by Grantor without obligation to pay interest thereon and shall in no way relieve the Association of the covenants expressed in Paragraphs (1) and (2) above. Payments from said reserve fund for said purposes may be made by Grantor at its discretion, even though subsequent owners of the property described herein may benefit thereby. In the event of any default by the Association under the terms of this easement, any part or all of said reserve fund may be applied to any indebtedness which might be owing Grantor by the Association.

4. The Association will keep every part of the property subject hereto in first-class condition and presenting a first-class appearance, making promptly all repairs, renewals and

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replacements necessary to such end, and doing promptly all else necessary to such end; but the Association will discharge all claims for labor performance and material furnished therefor, and will not suffer any lien of mechanics or materialmen therefor to attach to any part of the property subject hereto; and the Association will guard every part of the property subject hereto from removal, destruction and damage, and will not suffer any waste thereof or do or suffer to be done any act whereby the value of any art of such property may be lessened.

5. If the Association shall default in paying when due any tax, assessment or charge levied upon the property subject hereto or upon the rents, issues, income or profits thereof, or if the Association shall default in insuring the property subject hereto or in delivering the policies as above provided, or if the Association fails to maintain the property subject hereto as above provided, Grantor may, at its option and without waiver of any right hereunder, pay such tax, assessment or charge, or effect such insurance and pay the premiums therefor, or make any repairs, renewals or replacements necessary for the proper preservation of the property subject hereto, and in case Grantor satisfies any charge of whatever nature on said property, or makes any advances for taxes, assessments, insurance premiums, repairs, renewals or replacements, the amount paid in respect thereof shall be payable by the Association to Grantor forthwith with interest at the rate of ten percent (10%) per annum until paid.

6. If the Association's estate or title to the easement herein created, or any part thereof or interest therein, is questioned or attacked, directly or indirectly, by suit or other judicial proceeding or in any other manner, or if a controversy of any nature arises relative to such matters, the Association will indemnify and save harmless Grantor from any and all costs, loss, damage, claim and expense by reason of such matters, or by reason of participating in any such proceedings, and Grantor is hereby authorized and empowered to take such steps as in the judgment of Grantor may be necessary or proper for the defense of said easement, or for participating in any such proceedings, including employment of counsel of Grantor's own selection to participate in such suit, proceeding or controversy, prosecution or defense of litigation, and including the compromise or discharge of claims, assessments, judgments or charges made against such easement.

7. All expenses incurred in the proceedings described in Paragraph (6), including all sums paid in compromise or discharge of such claims, assessments, charges and judgments and all attorney's fees, court costs, traveling expenses, and other expenses of any kind and character

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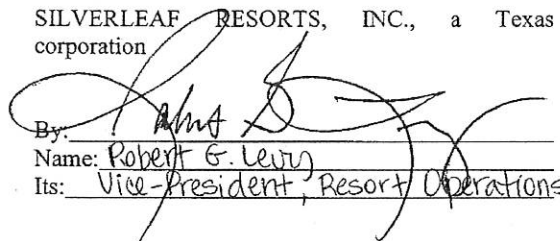
incurred by Grantor in connection with such suit, proceeding or controversy, and the expense of obtaining opinions or advice of counsel, shall be a demand obligation owing by the Association and shall bear interest at the rate of ten percent (10%) per annum from the date of expenditure until paid.

In the event that any portion of the above described land shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by sale in lieu thereof, the entire award or sale price, including any portion of such award or sale price attributable to the easement created by this instrument, shall be paid to Grantor and the Association shall have no interest therein and shall assign to Grantor any payments which it receives which are attributable to the condemnation of this easement.

This easement is subject to all matters of record in the land records of Wood County, Texas, and shall be subject and subordinate to any deed of trust or other liens now or at any time hereafter affecting the real property indicated on Exhibit "A", and all other rights and interests of Grantor not specifically granted herein, including but not limited to all retained utility easement rights and all oil, gas and other mineral rights and the rights to the exploitation thereof.

EXECUTED as of the ____ day of April, 2005.

SILVERLEAF RESORTS, INC., a Texas corporation

By: 
Name: Robert G. Levy
Its: Vice-President, Resort Operations

For purposes of indicating its acceptance of the grant of easement hereinabove contained, and its agreement to the covenants and other matters hereinabove set forth, Holly Lake Ranch Association has executed this Recreational Easement as of the ____ day of April, 2005.

HOLLY LAKE RANCH ASSOCIATION, a Texas non-profit corporation

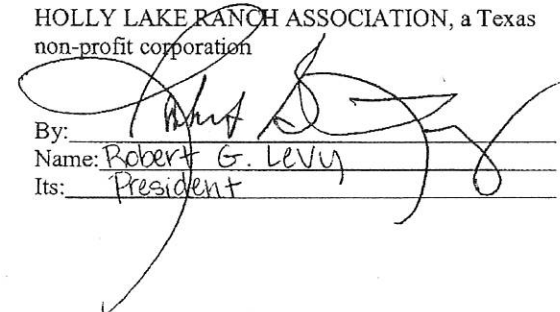
By: 
Name: Robert G. Levy
Its: President

EXHIBIT "A"

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1
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7
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23.749 Acre Tract

All that certain tract or parcel of land situated in the Bailey Martin Survey, Abstract No. 396, Wood County, Texas, being a part of the 72.5 acre tract conveyed by J.R. Green to S. S. Green by deed recorded in Volume 100, Page 405 of the Deed Records of said County and being a resurvey of the called 23.870 acre tract conveyed by Holly Lake Development Company to Holly Top Stables, Inc. by deed recorded in Volume 672, Page 515 of the Deed Records of said County and bounded as follows:

BEGINNING at a 6 inch concrete marker (found) for corner at the point of intersection of the east line of the said 72.5 acre tract with the south line of Farm Road No. 49;

THENCE S 0 deg. 41' W along the east line of said 72.5 acre tract and along the west line of the Sammie Shelt Shamblin 77.112 acre tract and along a fence line, 775.97 feet to a 1/2 inch iron rod (found) for corner, the NEC of Section VII of the Holly Lake Ranch Subdivision;

THENCE S 89 deg. 36' W along the north line of Section VII and along a fence line, 794.32 feet to a 1/2 inch iron rod (found) for an angle point;

THENCE N 34 deg. 55' W along said north line and along a fence line, 215.11 feet to a 1/2 inch iron rod (found) for an angle point;

THENCE N 67 deg. 53' W along said north line and along a fence line, 280.29 feet to a 1/2 inch iron rod (found) for an angle point;

THENCE N 16 deg. 33' W along said north line and along a fence line, 407.12 feet to a 6 inch concrete marker (found) for corner, another NEC of Section VII and the SEC of the R. W. Bailey 3.5 acre tract;

THENCE N 0 deg. 19' W along a fence line, 336.91 feet to a 6 inch concrete marker (found) for corner, the NEC of said 3.5 acre tract in the south line of Farm Road No. 49;

THENCE S 80 deg. 06' E along said Road line, 1323.90 feet to the place of beginning and containing 23.749 acres of land.

309189v4

Filed for Record in:
Wood County
On: Aug 29, 2005 at 03:11P

As a
Recording
Document Number: 00041174
Amount: 25.00
Receipt Number - 105240
By:
Mary Baker

STATE OF TEXAS COUNTY OF WOOD
I hereby certify that this instrument was
filed on the date and time stamped herein by me
and was duly recorded in the volume and page
of the named records of:
Wood County
as stamped herein by me.

Aug 29, 2005

Honorable Brenda Taylor, County Clerk
Wood County

- per shop + 726/262
driving range

12326

RECREATIONAL EASEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WOOD §

KNOW ALL MEN BY THESE PRESENTS:

THAT HOLLY LAKE DEVELOPMENT COMPANY ("Grantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey to HOLLY LAKE RANCH ASSOCIATION (the "Association"), a Texas nonprofit corporation, its successors and assigns, for the purpose of the recreational enjoyment of its members, a nonexclusive, nonassignable easement of recreational use in the golf pro shop and driving range situated on the real property, located in Wood County, Texas and indicated by shading in light red on Exhibit A attached hereto and incorporated herein by this reference. Said Exhibit A consists of that property or subdivision in Wood County, Texas, commonly known as Holly Lake Ranch.

It is intended by this easement to grant to the Association and its members the usage of the above referenced real property for recreational purposes only and it is agreed and understood that Grantor has installed and may at its discretion hereafter install certain recreational facilities and buildings on the above described real property which may be used by such persons for such purposes.

The Association shall have the right and obligation to promulgate reasonable rules for the purpose of regulating the safe use of this easement by members of the Association and their guests.

Grantor shall not be liable to the Association or to any Association member or such member's family, employees or guests, or any other person, for any damage to persons or property caused by the act, omission or negligence of the Association, or any member

of the Association or such member's family, employees or guests, or of any other member of the Association or such other member's family, employees or guests; Grantor shall not be liable for loss of or damage to any property of the Association or any member of the Association or such member's family, employees or guests, at any time located on the above described real property, whether due to theft or suffered by reason of fire, water, rain, hail, lightning, explosion or any other cause. Grantor shall not be liable for any damage or injury to property or persons resulting from any failure or interruption of any utilities or of heating, air-conditioning or plumbing systems existing or hereafter installed within the above described real property. The Association and each member of the Association, or each such member's family, employees or guests, by their use of the above described real property pursuant to this recreational easement, hereby releases Grantor, its successors and assigns, from any and all claims and damages which may arise out of any accidents or injuries to the Association, Association members or their family, employees or guests, that may occur in connection with use of any recreational facilities or any personal property or any portion of the real property located on or within the above described real property. The Association acknowledges that the use of the recreational facilities within the above described real property is being furnished without charge by Grantor, and the Association and each Association member, by his acceptance of Association membership and use of the recreational facilities within the above described real property, hereby assumes on behalf of such Association member and his family, employees, and guests, any and all risks of any accidents in connection with the use thereof, and agrees that Grantor shall not be liable for any injury sustained by any of such persons in connection with use of the real property described above or any recreational facilities located thereon. The Association

hereby covenants to call to the attention of each member of the Association the terms and provisions of this recreational easement, and particularly the terms and provisions of this paragraph hereof prior to the usage by such member, his family, employees or guests, of the recreational facilities and real property described above.

As additional consideration for the grant and assignment of this easement, the Association hereby covenants and agrees with Grantor as follows:

(1) The Association will keep all buildings and other property covered by this easement insured against loss and damage by such hazards, casualties and contingencies and in such amounts and for such periods as may from time to time be required by Grantor, such insurance to be written in form and in companies acceptable to Grantor and to be for the benefit of and payable in case of loss to Grantor to the extent of its interest, each such policy to have attached thereto loss payable clauses in favor of and in form and content satisfactory to Grantor. The Association shall deliver such insurance policies to Grantor promptly as issued and shall deliver all renewal and substitute policies of insurance to the office of Grantor, premiums paid, at least fifteen (15) days before the termination of policies theretofore delivered to Grantor. Grantor may collect the proceeds of any and all insurance that may become payable and may, at its option, use such proceeds, after deducting therefrom any expenses incurred in connection with the collection or handling thereof, in any one or more of the following ways: (a) apply the same or any part thereof to any indebtedness which might be owing by the Association to Grantor, whether such indebtedness then be matured or unmatured; or (b) use the same or any part thereof to fulfill any of the covenants of the Association contained in this easement as Grantor may determine; or (c) use the same or any part thereof to replace or restore the property covered

hereby to a condition satisfactory to the Grantor; or (d) use the same or any part thereof for any purpose whatsoever as its own funds and property, without any obligation of refund or accounting to the Association. It is agreed that Grantor shall not be held responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein regardless of the cause of such failure.

(2) The Association agrees to pay, at least ten (10) days before the same shall become delinquent or penalty is attached thereto, all taxes, assessments, and charges levied upon the subject property hereto, or upon the rents, issues, income or profits thereof, and all taxes, assessments and charges of every nature and to whomever assessed that may now or hereafter be levied or assessed upon this easement or upon the estate hereby created. The Association further agrees to pay such other sums, the failure to pay which may result in the acquisition of a lien upon the Grantor's interest in the property covered hereby, before such a lien may attach. Upon demand by Grantor, the Association shall present to Grantor official receipts evidencing payment of the above.

(3) The Association agrees to pay to Grantor, to the extent requested by Grantor, such amounts as Grantor from time to time shall estimate as necessary to create and maintain a reserve fund from which to pay before the same become due, all taxes, assessments, liens and charges on or against the property covered hereby, and premiums for insurance held or required by Grantor. Such payments shall be held by Grantor without obligation to pay interest thereon and shall in no way relieve the Association of the covenants expressed in Paragraphs (1) and (2) above. Payments from said reserve fund for said

purposes may be made by Grantor at its discretion, even though subsequent owners of the property described herein may benefit thereby. In the event of any default by the Association under the terms of this easement, any part or all of said reserve fund may be applied to any indebtedness which might be owing Grantor by the Association.

(4) The Association will keep every part of the property subject hereto in first-class condition and presenting a first-class appearance, making promptly all repairs, renewals and replacements necessary to such end, and doing promptly all else necessary to such end; but the Association will discharge all claims for labor performance and material furnished therefor, and will not suffer any lien of mechanics or materialmen therefor to attach to any part of the property subject hereto; and the Association will guard every part of the property subject hereto from removal, destruction and damage, and will not suffer any waste thereof or do or suffer to be done any act whereby the value of any part of such property may be lessened.

(5) If the Association shall default in paying when due any tax, assessment or charge levied upon the property subject hereto or upon the rents, issues, income or profits thereof, or if the Association shall default in insuring the property subject hereto or in delivering the policies as above provided, or if the Association fails to maintain the property subject hereto as above provided, Grantor may, at its option and without waiver of any right hereunder, pay such tax, assessment or charge, or effect such insurance and pay the premiums therefor, or make any repairs, renewals or replacements necessary for the proper preservation of the property subject hereto, and in case Grantor satisfies any charge of whatever nature on said

property, or makes any advances for taxes, assessments, insurance premiums, repairs, renewals or replacements, the amount paid in respect thereof shall be payable by the Association to Grantor forthwith with interest at the rate of ten percent (10%) per annum until paid.

(6) If the Association's estate or title to the easement herein created, or any part thereof or interest therein, is questioned or attacked, directly or indirectly, by suit or other judicial proceeding or in any other manner, or if a controversy of any nature arises relative to such matters, the Association will indemnify and save harmless Grantor from any and all costs, loss, damage, claim and expense by reason of such matters, or by reason of participating in any such proceedings, and Grantor is hereby authorized and empowered to take such steps as in the judgment of Grantor may be necessary or property for the defense of said easement, or for participating in any such proceedings, including employment of counsel of Grantor's own selection to participate in such suit, proceeding or controversy, prosecution or defense of litigation, and including the compromise or discharge of claims, assessments, judgments or charges made against such easement.

(7) All expenses incurred in the proceedings described in Paragraph (6), including all sums paid in compromise or discharge of such claims, assessments, charges and judgments and all attorney's fees, court costs, traveling expenses, and other expenses of any kind and character incurred by Grantor in connection with such suit, proceeding or controversy, and the expense of obtaining opinions or advice of counsel, shall be a demand obligation owing by the Association and shall bear interest at the rate of ten percent (10%) per annum from the date of expenditure until paid.

In the event that any portion of the above described land shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by sale in lieu thereof, the entire award or sale price, including any portion of such award or sale price attributable to the easement created by this instrument, shall be paid to Grantor and the Association shall have no interest therein and shall assign to Grantor any payments which it receives which are attributable to the condemnation of this easement.

This easement is subject to all matters of record in the land records of Wood County, Texas, and shall be subject and subordinate to any deed of trust or other liens now or at any time hereafter affecting the real property indicated on Exhibit A, and all other rights and interests of Grantor not specifically granted herein, including but not limited to all retained utility easement rights and all oil, gas and other mineral rights and the rights to the exploitation thereof.

EXECUTED as of (although not necessarily on) the 1st day of July, 1976.

HOLLY LAKE DEVELOPMENT COMPANY

By


General Partner

For purposes of indicating its acceptance of the grant of easement hereinabove contained, and its agreement to the covenants and other matters hereinabove set forth, Holly Lake Ranch Association has executed this Recreational Easement as of (although not necessarily on) the 1st day of July, 1976.

HOLLY LAKE RANCH ASSOCIATION

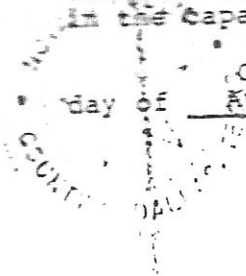
By



THE STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared C. Jack Wilson, general partner of Holly Lake Development Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of August, 1976.

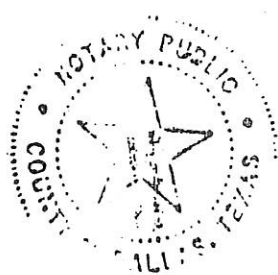


Billie Sue Norton
Notary Public in and for
Dallas County, Texas

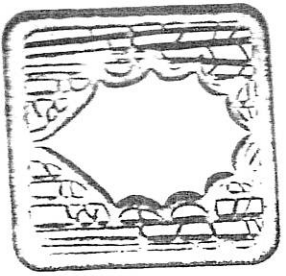
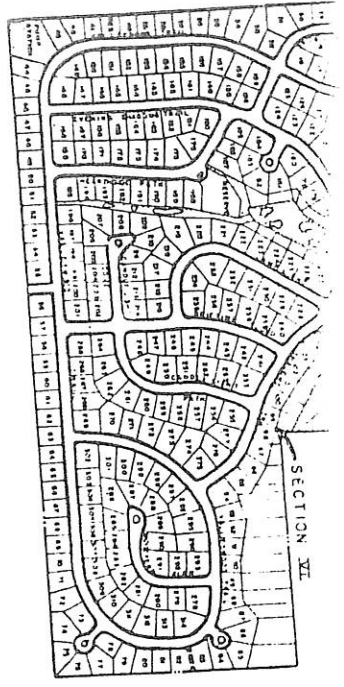
THE STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared C. Jack Wilson, ^{Vice} President of Holly Lake Ranch Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of August, 1976.



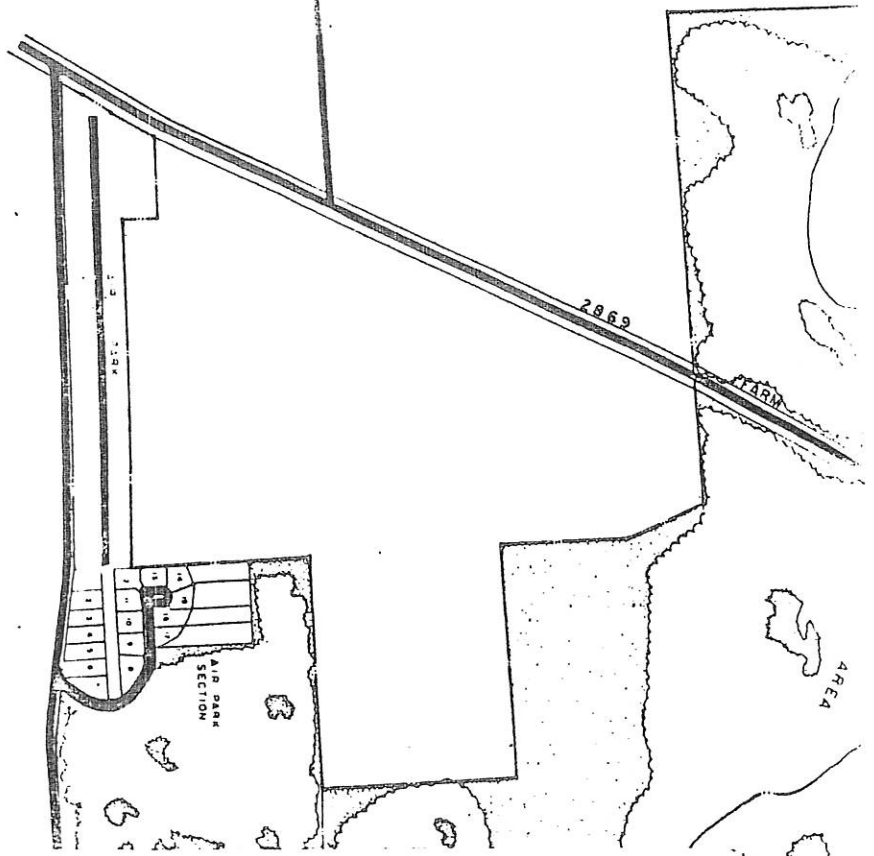
Billie Sue Norton
Notary Public in and for
Dallas County, Texas

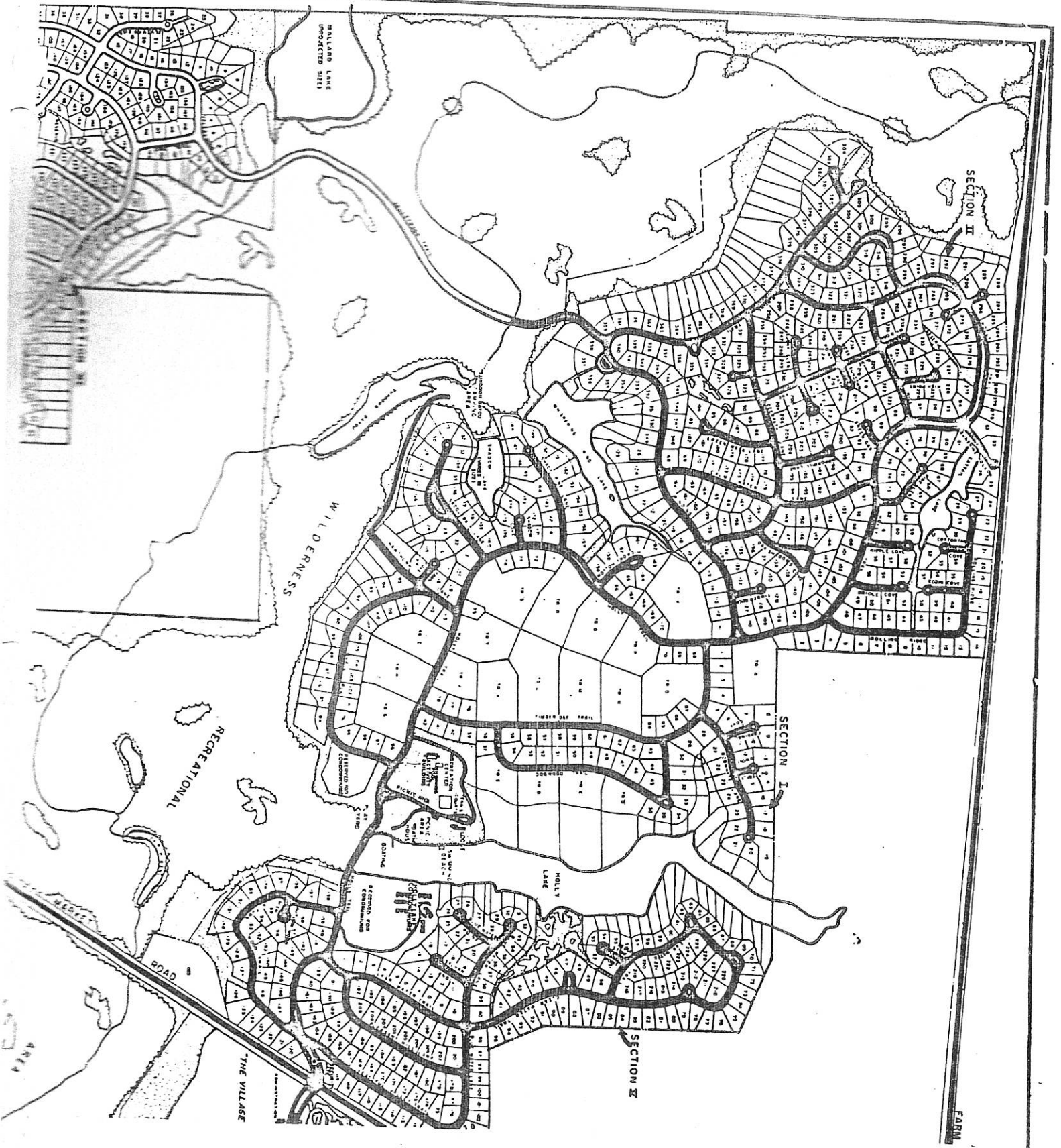


MASTER PLAN
(SUBJECT TO REVISION)

HOLLY LAKE RANCH
WOOD COUNTY, TEXAS
HOLLY LAKE DEVELOPMENT COMPANY

Obtain the HUD Property Report from developer and read it before signing anything. HUD neither approves the merits of the offering nor the due, if any, of the







HARD SURFACED ROADS
 DIRT ROADS.....
 PROPOSED ROADS.....
 (ALL ROADS SHOWN ARE TO BE COMPLETED BY 10/31)
 ASSOCIATION DUES ARE TO BE PAID BY PURCHASERS FOR MAINTENANCE FACILITIES AND FOR OTHER REASONABLE ADDITIONAL COSTS.
 MADE FOR THE USE OF CERTAIN PURPOSES.

Louise RE
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RECREATIONAL EASEMENT

76362

THE STATE OF TEXAS
COUNTY OF WOOD

X
X
X

KNOW ALL MEN BY THESE PRESENTS:

THAT HOLLY LAKE DEVELOPMENT COMPANY ("Grantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey to HOLLY LAKE RANCH ASSOCIATION (the "Association"), a Texas nonprofit corporation, its successors and assigns, for the purpose of the recreational enjoyment of its members, a nonexclusive, non-assignable easement of recreational use in the real property, located in Wood County, Texas and described on Exhibit A attached hereto and incorporated herein by this reference.

It is intended by this easement to grant to the Association and its members the usage of the above referenced real property for recreational purposes only and it is agreed and understood that Grantor has installed and may at its discretion hereafter install certain recreational facilities and buildings on the above described real property which may be used by such persons for such purposes.

The Association shall have the right and obligation to promulgate reasonable rules for the purpose of regulating the safe use of this easement by members of the Association and their guests.

Grantor shall not be liable to the Association or to any Association member or such member's family, employees or guests, or any other person, for any damage to persons or property caused by the act, omission or negligence of the Association, or any member of the Association or such member's family, employees or guests, or of any other member of the Association or such other member's family, employees or guests;

Grantor shall not be liable for loss of or damage to any property of the Association or any member of the Association or such member's family, employees or guests, at any time located on the above described real property, whether due to theft or suffered by reason of fire, water, rain, hail, lightning, explosion or any other cause. Grantor shall not be liable for any damage or injury to property or persons resulting from any failure or interruption of any utilities or of heating, air-conditioning or plumbing systems existing or hereafter installed within the above described real property. The Association and each member of the Association, or each such member's family, employees or guests, by their use of the above described real property pursuant to this recreational easement, hereby releases Grantor, its successors and assigns, from any and all claims and damages which may arise out of any accidents or injuries to the Association, Association members or their family, employees or guests, that may occur in connection with use of any recreational facilities or any personal property or any portion of the real property located on or within the above described real property. The Association acknowledges that the use of the recreational facilities within the above described real property is being furnished without charge by Grantor, and the Association and each Association member, by his acceptance of Association membership and use of the recreational facilities within the above described real property, hereby assumes on behalf of such Association member and his family, employees, and guests, any and all risks of any accidents in connection with use of any recreational facilities, including but not limited to the lakes, swimming areas, boating facilities, hunting areas and wildlife area, and agrees that Grantor shall not be liable for any injury sustained by any of such persons in connection with use of the real property described above or

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any recreational facilities located thereon. The Association hereby covenants to call to the attention of each member of the Association the terms and provisions of this recreational easement, and particularly the terms and provisions of this paragraph hereof prior to the usage by such member, his family, employees or guests, of the recreational facilities and real property described above.

As additional consideration for the grant and assignment of this easement, the Association hereby covenants and agrees with Grantor as follows:

(1) The Association will keep all buildings and other property covered by this easement insured against loss and damage by such hazards, casualties and contingencies and in such amounts and for such periods as may from time to time be required by Grantor, such insurance to be written in form and in companies acceptable to Grantor and to be for the benefit of and payable in case of loss to Grantor to the extent of its interest, each such policy to have attached thereto loss payable clauses in favor of and in form and content satisfactory to Grantor. The Association shall deliver such insurance policies to Grantor promptly as issued and shall deliver all renewal and substitute policies of insurance to the office of Grantor, premiums paid, at least fifteen (15) days before the termination of policies theretofore delivered to Grantor. Grantor may collect the proceeds of any and all insurance that may become payable and may, at its option, use such proceeds, after deducting therefrom any expenses incurred in connection with the collection or handling thereof, in any one or more of the following ways: (a) apply the same or any part thereof to any indebtedness which might be owing by the Association to Grantor, whether

(b) use the same or any part thereof to fulfill any of the covenants of the Association contained in this easement as Grantor may determine; or (c) use the same or any part thereof to replace or restore the property covered hereby to a condition satisfactory to the Grantor; or (d) use the same or any part thereof for any purpose whatsoever as its own funds and property, without any obligation of refund or accounting to the Association. It is agreed that Grantor shall not be held responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein regardless of the cause of such failure.

(2) The Association agrees to pay, at least ten (10) days before the same shall become delinquent or penalty is attached thereto, all taxes, assessments, and charges levied upon the subject property hereto, or upon the rents, issues, income or profits thereof, and all taxes, assessments and charges of every nature and to whomever assessed that may now or hereafter be levied or assessed upon this easement or upon the estate hereby created. The Association further agrees to pay such other sums, the failure to pay which may result in the acquisition of a lien upon the Grantor's interest in the property covered hereby, before such a lien may attach. Upon demand by Grantor, the Association shall present to Grantor official receipts evidencing payment of the above.

(3) The Association agrees to pay to Grantor, to the extent requested by Grantor, such amounts as Grantor from time to time shall estimate as necessary to create and maintain a reserve fund from which to pay

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before the same become due, all taxes, assessments, liens and charges on or against the property covered hereby, and premiums for insurance held or required by Grantor. Such payments shall be held by Grantor without obligation to pay interest thereon and shall in no way relieve the Association of the covenants expressed in Paragraphs (1) and (2) above. Payments from said reserve fund for said purposes may be made by Grantor at its discretion, even though subsequent owners of the property described herein may benefit thereby. In the event of any default by the Association under the terms of this easement, any part or all of said reserve fund may be applied to any indebtedness which might be owing Grantor by the Association.

(4) The Association will keep every part of the property subject hereto in first-class condition and presenting a first-class appearance, making promptly all repairs, renewals and replacements necessary to such end, and doing promptly all else necessary to such end; but the Association will discharge all claims for labor performance and material furnished therefor, and will not suffer any lien of mechanics or materialmen therefor to attach to any part of the property subject hereto; and the Association will guard every part of the property subject hereto from removal, destruction and damage, and will not suffer any waste thereof or do or suffer to be done any act whereby the value of any part of such property may be lessened.

(5) If the Association shall default in paying when due any tax, assessment or charge levied upon the property subject hereto or upon the rents, issues, income or profits thereof, or if the Association shall

default in insuring the property subject hereto or in delivering the policies as above provided, or if the Association fails to maintain the property subject hereto as above provided, Grantor may, at its option and without waiver of any right hereunder, pay such tax, assessment or charge, or effect such insurance and pay the premiums therefor, or make any repairs, renewals or replacements necessary for the proper preservation of the property subject hereto, and in case Grantor satisfies any charge of whatever nature on said property, or makes any advances for taxes, assessments, insurance premiums, repairs, renewals or replacements, the amount paid in respect thereof shall be payable by the Association to Grantor forthwith with interest at the rate of ten percent (10%) per annum until paid.

(6) If the Association's estate or title to the easement herein created, or any part thereof or interest therein, is questioned or attacked, directly or indirectly, by suit or other judicial proceeding or in any other manner, or if a controversy of any nature arises relative to such matters, the Association will indemnify and save harmless Grantor from any and all costs, loss, damage, claim and expense by reason of such matters, or by reason of participating in any such proceedings, and Grantor is hereby authorized and empowered to take such steps as in the judgment of Grantor may be necessary or proper for the defense of said easement, or for participating in any such proceedings, including employment of counsel of Grantor's own selection to participate in such suit, proceeding or controversy, prosecution or defense of litigation, and including the compromise or discharge of claims, assessments, judgments or charges made against such easement.

(7) All expenses incurred in the proceedings described in Paragraph (6), including all sums paid in compromise or discharge of such claims, assessments, charges and judgments and all attorney's fees, court costs, traveling expenses, and other expenses of any kind and character incurred by Grantor in connection with such suit, proceeding or controversy, and the expense of obtaining opinions or advice of counsel, shall be a demand obligation owing by the Association and shall bear interest at the rate of ten percent (10%) per annum from the date of expenditure until paid.

In the event that any portion of the above described land shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by sale in lieu thereof, the entire award or sale price, including any portion of such award or sale price attributable to the easement created by this instrument, shall be paid to Grantor and the Association shall have no interest therein and shall assign to Grantor any payments which it receives which are attributable to the condemnation of this easement, except, however, that portion of any payment or award allocable to the lodge or clubhouse building, being the approximately 4,000 square foot one-story building consisting of four private guest rooms, three baths and two half-baths, living room with fireplace, dining room and kitchen, lounge and recreational room, it being understood that such portion allocable to such building shall be delivered to the Association and Grantor shall have no interest therein. The portion allocable to such lodge building shall be the sum so allocated by the Court of competent jurisdiction in condemnation proceedings and if no such allocation is made by such court, it shall

be the sum upon which Grantor and the Association shall agree, provided, however, that if the Grantor and the Association cannot agree upon such allocation within thirty (30) days after such award, then such allocation shall be determined in accordance with the procedural rules of the American Arbitration Association by the action of a majority of a board of three (3) appraisers, one of which shall be chosen by the Grantor, one of which shall be chosen by the Association and one of which shall be chosen by the two appraisers so chosen. After the board has been completed, such board, by majority action, shall make a determination of the proportion of the payment or award properly allocable to the lodge building, which determination must be made within thirty (30) days after the board has been completed. As soon as the determination has been made, written notice of such determination signed by at least two of the appraisers shall be given to Grantor and the Association. One-half of the expenses of the appraisal shall be borne by the Grantor and the other one-half shall be borne by the Association.

This easement is subject to all matters of record in the land records of Wood County, Texas, and shall be subject and subordinate to any deed of trust or other liens now or at any time affecting the real property described on Exhibit A, and all other rights and interests of Grantor not specifically granted herein, including but not limited to all retained utility easement rights and all oil, gas and other mineral rights and the rights to the exploitation thereof.

EXECUTED on this 1st day of June, 1971.

HOLLY LAKE DEVELOPMENT COMPANY

By 
General Partner

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For purposes of indicating its acceptance of the grant of easement hereinabove contained, and its agreement to the covenants hereinabove set forth, Holly Lake Ranch Association has executed this Recreational Easement on this 1st day of June, 1971.

HOLLY LAKE RANCH ASSOCIATION

By: [Signature]
PRESIDENT

THE STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, on this day personally appeared C. JACK WILSON, a member of the partnership firm of HOLLY LAKE DEVELOPMENT COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of HOLLY LAKE DEVELOPMENT COMPANY, a co-partnership, for the purposes and consideration therein expressed and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of June, 1971.

[Signature]
Notary Public in and for
Dallas County, Texas

THE STATE OF TEXAS X
COUNTY OF DALLAS X

BEFORE ME the undersigned authority, on this day personally appeared C. Jack Wilson of HOLLY LAKE RANCH ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of June, 1971.

[Signature]
Notary Public in and for
Dallas County, Texas

EXHIBIT A TO RECREATIONAL EASEMENT

The land in Wood County, Texas subject to this Recreational Easement is comprised of four separate tracts or parcels of land, hereinafter referred to as Tracts A, B, C and D, more particularly described as follow.

TRACT "A"

All those certain tracts or parcels of land, a part of the L. B. Henderson Survey, Abstract No. 279, Brooks and Burleson Survey, Abstract No. 92, Joseph M. Moore Survey, Abstract No. 413, John Ruddell Survey, Abstract No. 514, G. B. Halyard Survey, Abstract No. 276, L. B. Henderson Survey, Abstract No. 278, T. G. Rhodes Survey, Abstract No. 699, S. F. - 16,236, T. A. Clayton Survey, Abstract No. 690, and the William Dobson Survey, Abstract No. 170, Wood County, Texas, and being more completely described in three (3) tracts as follows, to-wit:

TRACT NO. 1

BEGINNING at a 1/2" Iron Rod in the West line of the L. B. Henderson Survey, Abstract No. 279, in the East line of the J. R. Jordan Survey, Abstract No. 344, and in the South right of way line of Farm to Market Road No. 49, said corner being South 00 degrees 25 minutes East 732.57 feet from the Northwest corner of the said L. B. Henderson Survey;

THENCE South 86 degrees 07 minutes East, with the South right of way line of the said Road, a distance of 1425.80 feet to a point for corner;

THENCE South 79 degrees 41 minutes East, continuing with the said right of way, a distance of 540.48 feet to a point for corner;

THENCE in a Southeasterly direction, with a meander line as follows, South 11 degrees 40 minutes West 882.63 feet, South 42 degrees 18 minutes West 780.67 feet, North 57 degrees 04 minutes West 240.00 feet, South 44 degrees 14 minutes West 260.00 feet, South 00 degrees 40 minutes East 725.00 feet, South 32 degrees 41 minutes East 730.00 feet, North 84 degrees 45 minutes East 550.00 feet, South 31 degrees 34 minutes East 590.00 feet, South 14 degrees 52 minutes East 744.95 feet, North 89 degrees 41 minutes East 400.00 feet, South 52 degrees 20 minutes East 475.00 feet, North 83 degrees 47 minutes East 225.00 feet, North 41 degrees 30 minutes East 230.00 feet, North 54 degrees 52 minutes West 170.00 feet, North 52 degrees 13 minutes East 58.10 feet, North 19 degrees 52 minutes East 84.40 feet, North 2 degrees 22 minutes West 105.60 feet, North 8 degrees 30 minutes West 120.80 feet, North 11 degrees 10 minutes East 107.70 feet, South 79 degrees 56 minutes East 83.20 feet, North 66 degrees 46 minutes East 113.80 feet, South 8 degrees 45 minutes East 73.30 feet, South 19 degrees 30 minutes East 90.30 feet, South 43 degrees 38 minutes East 93.20 feet, South 89 degrees 01 minutes East 92.80 feet, North 57 degrees 14 minutes East 94.80 feet, North 56 degrees 56 minutes East 122.40 feet, North 36 degrees 30 minutes East 58.10 feet, North 77 degrees 46 minutes East 43.00 feet, North 55 degrees 31 minutes East 98.7 feet, South 75 degrees 44 minutes East 110.20 feet, North 83 degrees 58 minutes East 65.80 feet, South 66 degrees 34 minutes East 112.30 feet, South 40 degrees 26 minutes East 65.30 feet, North 85 degrees 48 minutes West 70.30 feet, South 86 degrees 23 minutes West 50.50 feet, South 73 degrees 20 minutes West 101.50 feet, South 52 degrees 26 minutes West 128.20 feet, South 53 degrees 44 minutes West 105.80 feet, South 64 degrees 16 minutes West 125.90 feet, South 52 degrees 02 minutes West 70.80 feet, South 35 degrees 40 minutes West 127.90 feet, South 35 degrees 29 minutes West 84.50 feet, South 22 degrees 08 minutes West 49.40 feet, South 71 degrees 10 minutes West 53.60 feet, South 61 degrees 40 minutes West 49.70 feet, South 36 degrees 37 minutes West 40.60 feet, South 14 degrees 56 minutes East 164.09 feet, South 58 degrees 35 minutes West 80.00 feet, South 6 degrees 35 minutes West 150.00 feet, South 2

EXHIBIT A

degrees 25 minutes East 159.99 feet, South 8 degrees 35 ⁶³⁷
minutes West 470.00 feet, South 66 degrees 25 minutes East ³⁰⁷
500.00 feet, South 76 degrees 00 minutes East 315.00 feet,
South 79 degrees 00 minutes East 230.00 feet, South 51 de-
grees 00 minutes East 327.00 feet, South 56 degrees 00
minutes East 880.00 feet, South 82 degrees 00 minutes East
1020.00 feet, North 32 degrees 45 minutes East 350.00 feet,
North 80 degrees 00 minutes West 140.00 feet, North 51 de-
grees 52 minutes East 80.82 feet, South 80 degrees 00 minu-
tes East 185.00 feet, South 67 degrees 15 minutes East 160.00
feet, North 66 degrees 00 minutes East 170.00 feet, North
13 degrees 00 minutes East 175.00 feet, North 20 degrees 50
minutes West 150.00 feet, North 67 degrees 00 minutes West
330.00 feet, North 20 degrees 58 minutes East 181.46 feet,
North 59 degrees 42 minutes West 249.19 feet, North 78
degrees 58 minutes West 158.90 feet, North 23 degrees 25
minutes East 103.1 feet, North 18 degrees 47 minutes E
153.2 feet, North 10 degrees 17 minutes East 153.5 feet,
North 3 degrees 17 minutes East 155.2 feet, North 88 degrees
15 minutes East 505.00 feet, North 69 degrees 15 minutes East
187.00 feet, North 65 degrees 55 minutes East 104.00 feet,
South 88 degrees 14 minutes East 116.00 feet, North 10 de-
grees 58 minutes East 283.66 feet, North 13 degrees 13
minutes East 383.02 feet, North 28 degrees 32 minutes East
151.19 feet, North 00 degrees 08 minutes West 239.53 feet,
North 33 degrees 32 minutes West 350.62 feet, North 59 de-
grees 38 minutes West 168.35 feet, North 00 degrees 55 minu-
tes West 347.79 feet, North 25 degrees 30 minutes West 160.00
feet, South 85 degrees 30 minutes East 203.98 feet, North 30
degrees 26 minutes East 794.98 feet, North 89 degrees 50
minutes East 302.32 feet, South 29 degrees 37 minutes West
242.95 feet, South 37 degrees 54 minutes West 887.14 feet,
South 68 degrees 51 minutes East 568.26 feet, South 33 de-
grees 41 minutes East 108.17 feet, South 4 degrees 24 minutes
West 130.38 feet, South 3 degrees 11 minutes East 360.56
feet, South 18 degrees 49 minutes West 232.43 feet, South 50
degrees 23 minutes East 188.22 feet, South 73 degrees 18
minutes West 208.81 feet, South 12 degrees 20 minutes West
327.57 feet, South 26 degrees 34 minutes East 44.72 feet,
South 81 degrees 52 minutes West 70.71 feet, South 4 degrees
46 minutes East 361.25 feet, South 10 degrees 07 minutes West
142.21 feet, South 5 degrees 21 minutes East 160.70 feet,

South 8 degrees 10 minutes West 666.01 feet, South 12 de-
grees 20 minutes West 710.00 feet, South 40 degrees 52
minutes East 450.00 feet, and South 55 degrees 09 minutes
East 735.00 feet to a point for corner in the lower West
line of a certain 6.437 acre tract;

THENCE South 13 degrees 25 minutes West, a distance
of 290.00 feet to the Southwest corner of the above men-
tioned tract;

THENCE South 68 degrees 30 minutes East, with the
South line of the said tract, a distance of 280.85 feet to
a 1/2" Iron Rod at the Southeast corner of same, and being
in the Northwest right of way line of Farm to Market Road
No. 2869;

THENCE South 30 degrees 20 minutes West, with the
said right of way line, a distance of 2148.79 feet to a 1/2"
Iron Rod for corner in the South line of the G. B. Halyard
Survey, Abstract No. 276;

THENCE South 89 degrees 23 minutes West, with the
South line of the said Survey, a distance of 2103.23 feet
to a 1/2" Iron Rod for corner at the Southwest corner of
same;

THENCE North 00 degrees 30 minutes East, with the West line of the said Halyard Survey, a distance of 2779.45 feet to a pine knot for corner at the Northeast corner of the B. J. Hearn Survey, Abstract No. 309, and at the Southeast corner of the Brooks and Burleson Survey, Abstract No. 92;

THENCE South 89 degrees 49 minutes West, with the North line of the said Hearn Survey, and the South line of the Brooks and Burleson Survey, a distance of 2997.71 feet to a pine knot for corner at the Southwest corner of the said Brooks and Burleson Survey, the Northwest corner of the B. J. Hearn Survey, and being in the upper East line of the Joseph M. Moore Survey, Abstract No. 413;

THENCE South, with the upper West line of the B. J. Hearn Survey, and with the upper East line of the Joseph M. Moore Survey, Abstract No. 413, a distance of 1620.00 feet to a point for corner;

THENCE in a Northwesterly direction, with a meander line as follows, North 39 degrees 07 minutes West 1190.00 feet, North 13 degrees 12 minutes East 710.25 feet, and South 88 degrees 45 minutes West 931.52 feet to the Southeast corner of a certain 35.197 acre tract;

THENCE North 00 degrees 44 minutes West, with the East line of the said tract, a distance of 1420.17 feet to a 1/2" Iron Rod at the Northeast corner of the said tract, and being in the South line of the L. B. Henderson Survey, Abstract No. 279;

THENCE South 89 degrees 16 minutes West, with the North line of the said 35.197 acre tract, and the South line of the L. B. Henderson Survey, a distance of 1079.69 feet to a 1/2" Iron Rod for corner at the Northwest corner of the said tract, and being the Southwest corner of the above mentioned Survey;

THENCE North 00 degrees 44 minutes West, with the lower West line of the L. B. Henderson Survey, a distance of 2713.55 feet to a 1/2" Iron Pipe at an Ell corner of the said Survey;

THENCE North 89 degrees 03 minutes East, a distance of 97.22 feet to a 1/2" Iron Rod for corner at an Ell corner of the said Survey, and being the Southeast corner of the J. R. Jordan Survey, Abstract No. 344;

THENCE North 00 degrees 25 minutes West, with the upper West line of the L. B. Henderson Survey, and with the East line of the J. R. Jordan Survey, a distance of 2823.17 feet to the place of beginning, containing 671.208 acres of land.

TRACT NO. 2

BEGINNING at a 1/2" Iron Rod in the South line of the G. B. Halyard Survey, Abstract No. 276, and being in the Southeast right of way line of Farm to Market Road No. 2869;

THENCE North 30 degrees 19 minutes East, with the said right of way line, a distance of 2744.98 feet to a 1/2" Iron Rod for corner;

THENCE Southeasterly, with a meander line as follows, South 79 degrees 40 minutes East 450.00 feet, South 59 degrees 47 minutes East 585.00 feet, South 68 degrees

TRACT "C"

The tenant's interest in and under that certain Lease Agreement dated May 31, 1970 between Otha C. Smith, joined by her husband, O. C. Smith, as Landlord, and Holly Lake Development Company, as Tenant, said Lease Agreement having been recorded in Volume 622, Page 800 in the Deed Records of Wood County, Texas, said Lease covering all that certain real property located in Wood County, Texas as more particularly described as follows:

BEGINNING at a point in the West line of the Joseph M. Moore Survey in Wood County, Texas, such point being 3,197.09 feet North 0°40' West of the southwest corner of the Joseph M. Moore Survey;

THENCE North 89°10' East 1,079.50 feet to a point; thence North 0°44' West 1,420.17 feet to a point; thence South 89°16' West 1,079.69 feet to a point in the West line of the Joseph M. Moore Survey;

THENCE along the West line of the Joseph M. Moore Survey in a southerly direction to the place of BEGINNING, said tract containing 34 acres more or less.

TRACT "D"

The real property designated as Cattail Lake, as depicted in the Official Subdivision Plat of Part I, Section II, Holly Lake Ranch, as recorded in Volume 4, Page 40 of the Plat Records of Wood County, Texas.

FILED FOR RECORD THE 7th DAY OF June A. D. 1971 AT 1:13 O'CLOCK PM.
RECORDED THIS THE 14th DAY OF June A. D. 1971 AT 9:45 O'CLOCK AM.
BY Kate Sherr Deputy J. A. GLENN, COUNTY CLERK WOOD COUNTY, TEXAS.