

## **EASEMENT OF PARKS AND GREENBELTS**

This easement is made by T. R. Denver and Hazel C. Denver and their heirs or assigns, hereafter known as first party, to each buyer of property in the 4-D Country Estates and the 4-D Big Woods Estates, Wood County, Texas. The buyer is hereinafter known as second party.

1. Second party is hereby granted a non-exclusive easement to enter upon and use the land designated as "Parks and Greenbelts"

Said lands being described as follows:

Being Pine Bluff Lake (4.212 acres), Autumn Trails Lake (10.107 acres), Tails and Park Area (16.78 acres) and White Oak Lake (4.055 acres), all situated in the Edwards, Bullard and Ward Surveys. Also, Wallis Park (5.579 acres) and Spring Park (0.372 acre) situated in the Polly Tier Survey, Wood County, Texas, said lands being fully described by metes and bounds in Exhibit "C" Field Notes, Parts 1, 2, 3, 4, 5, and 6.

2. Second Party shall have the right to use said "Parks and Greenbelts" jointly with all other persons heretofore or hereafter authorized by first party to use said "Parks and Greenbelts": Provided however, that Second Party shall pay to First Party a reasonable monthly fee for maintaining such "Parks and Greenbelts". First Party agrees that said fees will be used for repairs and maintenance of roads within the 4-D developments and to pay taxes on said lands and for repairs, upkeep replacements and any other expenses found necessary or desirable by the Control Committee for the enjoyment of all 4-D property owners.
3. It is intended by this easement to grant to Second Party the usage of said real property for recreational purposes only, including fishing, picnicking, hiking and other related recreational activities. First Party shall have the right, and obligation, to set reasonable rules for the purpose of regulating the safe and desirable use of this easement by Second Party, his family and guests.
4. First Party, along with the Control Committee, has the option to designate a governing committee, comprised of property owners, for the purpose of making decisions concerning maintenance and improvements of roads and other maintenance and improvements within the "Parks and Greenbelts": Also decisions concerning the collection of levying of assessments.
5. Second Party acknowledges that the described real property is being furnished without cost to Second Party and that the Second Party, by acceptance of this grant, hereby assumes on behalf of his family, employees, and guests any and all risks of any accidents in connection with the use of any recreational facilities including, but not limited to the lakes, swimming areas, boating faculties, wildlife areas and playgrounds, and does hereby agree that First Party shall never be liable for any injury sustained by any such persons in connection with use of said real property. Furthermore, First Party shall not be liable for loss of or damage to property of Second Party or to property of Second Party's family, employees or guests at any time located on said real property, whether due to theft or suffered by reason of fire, water, rain, hail, lightening, explosion or any other cause. First Party shall not be liable for any damage or injury to property or person resulting from any failure or interruption of any

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utilities or of heating, air conditioning or plumbing systems existing or hereafter installed within said property.

6. Any Second Party owning a lake lot is hereby granted use of water from said lake for domestic use, subject to the control committee and approval of First Party, and also according to water rights privileges controlled by State regulations.
7. In the event that any portion of said land shall be taken for any public use under any governmental law, ordinance of regulation or right of eminent domain or by sale in lieu of 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 First Party to be used as deemed desirable by the Control Committee.
8. Non-payment of assessment fees shall be considered default and assessed against the property of Second Party, and, in the event of future sale by Second Party, payment of such fees, plus interest, must be made to First Party before deed can be transferred to new buyer.

This document is executed this 25<sup>th</sup> day of June 1985.

T. R. Denver  
Hazel C. Denver

The State of Texas  
County of Wood

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared T. R. Denver and Hazel C. Denver known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 25<sup>th</sup> day of June 1985.

Sandra Bailey, Notary Public

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