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Parties: PATTERSON PK LAND PARTNERSHIP

to

PUBLIC

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FILED AND RECORDED  
REAL RECORDS

On: 11/19/2010 at 02:09 PM

Document Number: 2010-00007282

Receipt No. 21392

Amount: \$ 48.00

By: neysa

Bobbie Smith, County Clerk  
Palo Pinto County, Texas

10 Pages



STATE OF TEXAS  
COUNTY OF PALO PINTO

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Palo Pinto County.

Bobbie Smith, County Clerk

*Bobbie Smith*

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Record and Return To:



GAULT & GAULT  
P. O. BOX 817

MINERAL WELLS, TX 76068-0817

*Palo Pinto Co*

**After Recording Return To:**

**Michael H. Patterson  
2310 West Interstate 20, Suite 100  
Arlington, Texas 76017**

**ADDITIONAL ACCESS EASEMENT COVENANT  
FOR  
POSSUM KINGDOM LAKE**

*Palo Pinto, Stephens and Young Counties, Texas*

**(Correction: This document is filed to correct typographical errors  
and to add additional named roadways in the document that was  
originally recorded)**

**Declarant: PATTERSON PK LAND PARTNERSHIP, LTD., a Texas limited partnership**

**ADDITIONAL ACCESS EASEMENT COVENANT FOR  
POSSUM KINGDOM LAKE**

*Palo Pinto, Stephens and Young Counties, Texas*

This Additional Access Easement Covenant for Possum Kingdom Lake (the "Covenant") is made by **PATTERSON PK LAND PARTNERSHIP, LTD.**, a Texas limited partnership ( the "Declarant"), and is as follows:

**RECITALS:**

**A.** Declarant is the current owner of that certain property located in Palo Pinto, Stephens and Young Counties, Texas, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "**Property**").

**B.** Declarant desires to establish certain requirements affecting the Property.

**NOW, THEREFORE**, it is hereby declared: (i) that the Property (or any portion thereof) will be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Property (or any portion thereof) and will be binding upon all parties having right, title, or interest in or to such portions of the Property (or any portion thereof), their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) that each lease, contract or deed conveying the Property (or any portion thereof) will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said lease, contract or deed.

**ARTICLE 1  
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified:

**"Applicable Law"** means the statutes and public laws and ordinances in effect at the time a provision of this Covenant is applied.

**"BRA"** means the Brazos River Authority, a River Authority of the State of Texas.

**"Declarant"** means **PATTERSON PK LAND PARTNERSHIP, LTD.**, a Texas limited partnership.

**"Owner"** means the Person(s) holding all or a portion of the fee simple or leasehold interest in any property conveyed by the BRA to Declarant.

**"Person"** shall mean any individual or entity having the legal right to hold fee simple or leasehold title to real property.

**"Property"** means all of that certain real property, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference. Notwithstanding any provision in this Covenant to the contrary, this Covenant in no event encumbers any property located in The Ranch, Hogs Bend, Costello Island or any portion of the Property subject to the terms and provisions of that certain license (the **"FERC License"**) issued by the United States of America Federal Energy Regulatory Commission to Brazos River Authority for FERC Project No. 1490-003-Texas on September 8, 1989, as amended, extended, or renewed from time to time. In the event any portion of the Property is made subject to the FERC License after the date this Covenant is Recorded, such portion of the Property covered by the FERC License shall be automatically withdrawn from the terms and provisions of this Covenant effective on the date such portion of the Property was made subject to the FERC License and without any further consent or action be required. In the event any portion of the Property is removed from the FERC License after the date this Covenant is Recorded, such portion of the Property covered by the FERC License shall be automatically included within the terms and provisions of this Covenant effective on the date such portion of the Property was removed and without any further consent or action be required.

**"Recorded"** or **"Record"** means recorded or to be recorded, respectively, in the Official Public Records of Palo Pinto, Stephens and Young Counties, Texas.

**"Roadways"** mean 1) "Roads" defined in Special District Local Laws Code, Section 8502.020 (HB3031), 2) specifically identified as a "Road" in exhibits attached to that Declaration of Restrictive Covenant, Easements, and Conditions dated September 27, 2010 and entered into the Official Public Records of Palo Pinto County at Volume 1739 Page 446 on or about October 18, 2010, entered into the Official Public Records of Stephens County at Volume 1986 Page 1 on or about October 18, 2010 and entered into the Official Public Records of Young County at Volume 1082 Page 149 on or about October 18, 2010 which exhibits are incorporated by reference and made a part hereof ("**Restrictions**" herein) as part of the BRA to Declarant sale, and 3) including but not limited to those additional roads listed on Exhibit B attached hereto and made a part hereof.

**ARTICLE 2**  
**ADDITIONAL ACCESS EASEMENT**

**2.01. Additional Access Easement.**

In addition to the easements set forth in Special District Local Laws Code, Section 8502.020, this Covenant provides that each Owner shall agree to not block, restrict, or otherwise prohibit access over, through, or across any currently existing visible and apparent roadways ("Roadways" herein) whether specifically identified as a "Road" in the Restrictions filed by the BRA as part of the BRA to Declarant sale and further agrees that such Roadways or portion thereof shall remain open for use by the BRA, other Owners of any portion of the Property (including leaseholders) and the general public. Except for (i) those portions of the Property that are accessible by water only as of the effective date of the Restrictions, and/or (ii) restrictions of access existing as of the effective date of the Restrictions (e.g., access to and from public roads that requires traversing real property not owned by the Declarant or Owners), and/or (iii) the covenants and restrictions of the Ranch Declarations (to the extent applicable to the Roadways) or other restrictive covenants existing prior to the date the Restrictions are recorded of record, no Owner shall be permitted to block, restrict, or otherwise prohibit access on, over, or across the Roadways.

**ARTICLE 3**  
**GENERAL PROVISIONS**

3.01. **Term.** The terms, covenants, conditions, restrictions, and easements set out in this Covenant will run with and bind the Property, and will inure to the benefit of and be enforceable by the Declarant and every Owner and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Covenant is Recorded, and continuing through and including December 31, 2060, after which time this Covenant will be automatically extended for successive periods of ten (10) years unless this covenant is terminated in accordance with Section 3.02 below. Notwithstanding any provision in this Section 3.01 to the contrary, if any provision of this Covenant would be unlawful, void, or voidable by reason of any Texas law restricting the period of time that covenants on land may be enforced, such provision will expire (twenty one) 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

3.02. **Amendment.** This Covenant may be amended or terminated by the Declarant. An amendment or termination of this Covenant will be effective only upon the Recording of an instrument executed and acknowledged by the Declarant. Specifically, and not by way of limitation, Declarant, acting alone, may unilaterally amend this Covenant: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to make, purchase, insure or guarantee

mortgage loans on portions of the Property; or (c) to comply with any requirements promulgated by a local, state or governmental agency.

3.03. **Addition of Land.** Declarant may, at any time and from time to time, add additional lands to the Property. Upon the filing of a Notice of Addition of Land, such land will be considered part of the Property for purposes of this Covenant, and will be subject to this Covenant and the terms, covenants, conditions, restrictions and obligations set forth in this Covenant, and the rights, privileges, duties and liabilities of the Persons subject to this Covenant will be the same with respect to such added land as with respect to the lands originally covered by this Covenant. To add lands to the Property, Declarant will be required only to Record a Notice of Addition of Land containing the following provisions:

(a) A reference to this Covenant, which reference will state the volume and initial page number wherein this Covenant is Recorded;

(b) A statement that such land will be considered Property for purposes of this Covenant and all of the terms, covenants, conditions, restrictions and obligations of this Covenant will apply to the added land; and

(c) A legal description of the added land.

3.04. **Withdrawal of Land.** Declarant may, at any time and from time to time, reduce or withdraw from the Property and remove and exclude from the burden of this Covenant any portion of the Property. Upon any such withdrawal, this Covenant and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Property withdrawn. To withdraw lands from the Property, the Declarant will be required only to Record a Notice of Withdrawal of Land containing the following provisions:

(a) A reference to this Covenant, which reference will state the volume and initial page number wherein this Covenant is Recorded;

(b) A statement that the provisions of this Covenant will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

3.05. **Enforcement.** Each Owner and the Declarant will have the right to enforce, by a proceeding at law or in equity, all provisions of this Covenant. Failure to enforce this Covenant will not constitute a waiver of the right to enforce this Covenant in the future.

3.06. **Higher Authority.** The terms and provisions of this Covenant are subordinate to federal and state law, and local ordinances. Generally, the terms and provisions of this Covenant are enforceable to the extent they do not violate or conflict with local, state, or federal law or ordinance.

3.07. **Severability.** If any provision of this Covenant is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Covenant, or, to the extent permitted by applicable law, the validity of such provision as applied to any other Person.

3.08. **Conflicts.** If there is any conflict between the provisions of this Covenant and any other previous covenant filed by Declarant the provisions of this Covenant will govern.

3.09. **Gender.** Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

3.10. **Acceptance by Grantees.** Each grantee of a Property or portion of the Property or other real property interest in the Property, including a leasehold interest, and each subsequent grantee, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Covenant or to whom this Covenant is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. All impositions and obligations hereby imposed will constitute covenants running with the land within the Property, and will bind any Person having at any time any interest or estate in the Property, and will inure to the benefit of each Owner in like manner as though the provisions of this Covenant were recited and stipulated at length in each and every deed of conveyance or subsequent lease by Declarant.

3.11. **Notices.** Any notice permitted or required to be given to any Person by this Covenant will be in writing and may be delivered either personally or by mail.

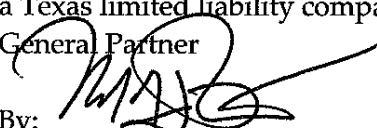
[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

**DECLARANT:**

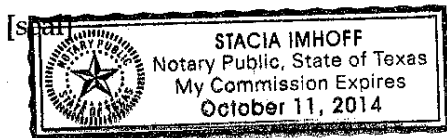
**PATTERSON PK LAND PARTNERSHIP, LTD.**  
a Texas limited partnership

By: Patterson PK Land Management GP, LLC,  
a Texas limited liability company, its  
General Partner

By:   
Printed Name: Michael H. Patterson  
Title: Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 17<sup>th</sup> day of NOV, 2010, by Michael H. Patterson, Manager of Patterson PK Land Management GP, LLC, a Texas limited liability company, General Partner of Patterson PK Land Partnership, Ltd., a Texas limited partnership, on behalf of said limited liability and limited partnership.



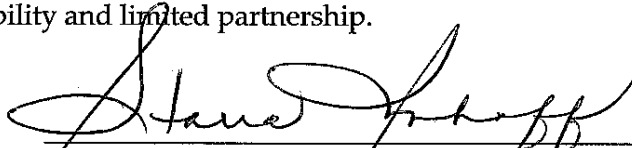
  
Notary       Public,       State       of       Texas



EXHIBIT "A"

ATTACHED DESCRIPTION OF THE PROPERTY

[SAVE AND EXCEPT ANY PROPERTIES LOCATED IN THE RANCH, HOG BEND, AND  
COSTELLO ISLAND]

The real property situated in Palo Pinto, Young and Stephens Counties, Texas and more particularly described on Exhibits "B", "B-1", and "B-2", and "B-3" and as depicted on Exhibits "E", "F", and "H" in Declaration of Restrictive Covenant, Easements, and Conditions dated September 27, 2010 and entered into the Official Public Records of Palo Pinto County at Volume 1739 Page 446 on or about October 18, 2010, entered into the Official Public Records of Stephens County at Volume 1986 Page 1 on or about October 18, 2010 and entered into the Official Public Records of Young County at Volume 1082 Page 149 on or about October 18, 2010 which Exhibits are incorporated by reference and made a part hereof.

ADDITIONAL ACCESS  
EASEMENT COVENANT  
POSSUM KINGDOM LAKE

EXHIBIT "B"  
ATTACHED LIST OF ROADWAYS

- 1) River Road
- 2) Butler Point
- 3) McGinnis Point
- 4) Hummingbird Lane
- 5) Lacy Road (Block R155)
- 6) Juniper Lane
- 7) Brandy Road
- 8) Norman Drive & Spencer Court
- 9) Berry Road
- 10) Stringer Lane
- 11) Edgewater
- 12) Arrowhead
- 13) Mark Anthony Loop
- 14) Hazard Way
- 15) Lower Burma
- 16) Chapel Road
- 17) Stoney End
- 18) Wren Road
- 19 Ramsey Court
- 20) Buck Run
- 21) Poston Drive
- 22) Lively Road
- 23) Brown
- 24) CR 300 Halbrook
- 25) Casey Lane
- 26) Roushey Lane

Dedicator reserves the right to subsequently supplement this list of Roadways with additional Roadways, otherwise amend this Covenant and further describe and define the listed Roadways.

EXHIBIT "B"

ADDITIONAL ACCESS  
EASEMENT COVENANT  
POSSUM KINGDOM LAKE