

Denton

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DETAILS REPORT

**Note: report is Sorted in Ascending Order by Recorded Date, Document Number

Doc#	Type Desc.	Instr. Date	Book/Vol/Pag e	File Date	Consideration
11267	SETTLEMENT	04/21/1988	RP/02547/228	03/20/1989	
Grantor		Grantee			
FIRST INTERSTATE BK DAL , HYDE CHARLES G , HYDE WAY INC		FIRST INTERSTATE BK DAL , HYDE CHARLES G , HYDE WAY INC			
Volume/Cabinet	Page	Lot	Block	Description	
C	194	1	3	NORW DEV1	
References					
Book/Vlm/Page		Description		Recorded year	

SETTLEMENT AGREEMENT

011267

THIS AGREEMENT is entered into as of the 21st day of April, 1988 between and among FIRST INTERSTATE BANK OF DALLAS (successor by merger to Allied Bank of Dallas) (the "Bank"), HYDE-WAY, INC. ("Hyde-Way") and CHARLES GLEN HYDE ("Hyde").

W I T N E S S E T H:

WHEREAS, the Bank filed a lawsuit against Hyde-Way and Hyde in the District Court of Dallas County, Texas, 44th Judicial District, Cause of Action No. 86-13701-B, arising out of certain factual circumstances and transactions more particularly described in the pleadings filed with said Court; and

WHEREAS, the Bank has also filed a lawsuit against IR3T, Inc. Hyde in the District Court of Dallas County, Texas, 193d Judicial District, Cause of Action No. 87-15982, arising out of certain factual circumstances and transactions more particularly described in the pleadings filed with said Court, (hereinafter the above-described lawsuits shall be referred to collectively as the "Lawsuit"); and

WHEREAS, the Bank, Hyde-Way and Hyde have reached an agreement as to the settlement of the Lawsuit and now desire to set forth said agreement in writing as hereinafter provided;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained between and among the Bank, Hyde-Way and Hyde, the parties hereto hereby agree as follows:

1. Glen Hyde, as the sole shareholder of IR3T, Inc., will cause IR3T, Inc. to execute and deliver to Hyde-Way a deed pursuant to which all of the real property previously conveyed by Hyde-Way to IR3T, Inc. will be conveyed back to Hyde-Way. Said deed will be in the same form as the deed that was previously executed by Hyde-Way to convey the property described therein to IR3T, Inc. Additionally, and prior to any obligation of the Bank to dismiss the Lawsuit and/or to discharge its existing judgment against Hyde-Way and Hyde, Hyde-Way shall cause the deed to be filed of record in the Real Property Records of Denton County, Texas and shall present the Bank with a certified copy of the recorded instrument, bearing the file-stamp of the County Clerk of Denton County, Texas, and in all other particulars evidencing that said deed has been duly recorded.

2. The Bank agrees to and shall release and discharge its existing judgment (the "Judgment") against Hyde-Way and Hyde arising out of the above described Cause of Action No. 86-13701-B, judgment for which cause of action was entered on February 6, 1987.

3. The Bank agrees to dismiss the Lawsuit, and agrees to cause to be filed with the Court the appropriate Motion for Dismissal, or such other appropriate filing, and cause to be executed by the Court an Order of Dismissal, all as may be necessary and appropriate to cause the Lawsuit to be dismissed with prejudice to refiling same, and with costs taxed to the party incurring same.

4. Hyde-Way, acting by and through its duly authorized president, Glen Hyde, covenants and agrees to execute and deliver to the Bank an agreement in form and substance acceptable to the Bank and in recordable form pursuant to which Hyde-Way shall, for the benefit of all lots owned by the Bank (which lots, tracts and parcels owned by the Bank are more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference) within Northwest Development (an Addition to the County of Denton, Texas, according to the plat thereof recorded in Cabinet C, Page 194 of the Plat Records of Denton County, Texas), and all other lots, tracts or parcels owned by the Bank and located within or adjacent to that certain airport facility located in Denton County, Texas known as the "Aero Valley Airport" (the "Airport"), grant to the Bank rights of access to, over, across and upon all land owned by Hyde and/or Hyde-Way and constituting the Airport (said land owned by Hyde and/or Hyde-Way, being referred to herein as the "Airport Properties", is more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference) and such other properties owned by Hyde or Hyde-Way as may be described therein, for runway, taxiway and related purposes for flight operation uses.

5. Hyde-Way, acting by and through its duly authorized president, Glen Hyde, covenants and agrees to execute and deliver to the Bank, or as may be directed by the Bank, a written agreement in form and substance acceptable to the Bank and in recordable form pursuant to which Hyde-Way agrees to and does provide access to, over, across and upon the Airport Properties and such other properties owned by Hyde or Hyde-Way as may be described in said agreement, and containing such terms and provisions as desired and approved by the Bank, for the benefit of the lots within Northwest Development described in Exhibit "C" attached hereto and incorporated herein by this reference.

The effect, intent and purpose of said agreements referenced above in paragraphs 4 and 5 will be to establish that the present owner and future owner of any such lot shall be entitled to access over, across and upon the Airport Properties and other properties described therein for taxiway, runway and related flight operation purposes upon payment of the license fee stipulated in the recorded deed restrictions for such lot. Said

agreement shall also provide, among other things, that in the event of the foreclosure of a mortgage lien against any such lot by the Bank or any other owner and holder of a mortgage lien against such lot, such foreclosure or other action against the property shall not in any way affect or impair the right of any subsequent owner of such lot, whether such ownership occurs through a foreclosure sale or otherwise, from the use, enjoyment and benefit of access to the airport facilities provided the license fee required by the recorded deed restrictions continues to be paid in accordance with said deed restrictions.

6. It is understood and agreed that with respect to the access agreements referenced in paragraphs 4 and 5 above that the right of any lot owner within the Northwest Development to use the airport facilities for taxiway, runway and related flight operation purposes shall not require payment of any fees, assessments or other charges other than the license fees specifically set forth in the recorded deed restrictions.

7. Hyde, in his personal capacity and in his capacity as president of Hyde-Way, hereby covenants and agrees to cease and desist from any and all further interference with the Bank in connection with the Bank's ownership of lots within the Northwest Development, and in connection with the Bank's ownership of any other lots, tracts or parcels in or around the Airport, and in connection with any attempts by the Bank to sell, lease or otherwise to transact business in connection with and pertaining to any such lots. Hyde, in his personal capacity and in his capacity as president of Hyde-Way, hereby acknowledges and understands that in the event Hyde or Hyde-Way shall in any way knowingly and intentionally interfere with the reasonable use and enjoyment by the Bank, or any of its assignees, licensees, or tenants with respect to any such lot, or in the event Hyde or Hyde-Way shall knowingly and intentionally interfere or attempt to interfere with the free alienation of any such lot, tract or parcel now or hereafter owned by the Bank, the Bank shall be entitled to file a lawsuit for the payment of damages and/or to seek such other remedies as the Bank may deem necessary or desirable for the breach of said covenant by Hyde and/or Hyde-Way. Additionally, Hyde and Hyde-Way hereby further agree and acknowledge that because the damages that may arise or accrue from any such breach of this covenant with respect to any given lot and/or with respect to all such lots may be difficult to ascertain as a dollar sum, the Bank shall be entitled to injunctive relief, without the necessity of posting bond, in addition to the payment of damages or such other relief as may be permitted at law or in equity, for any such breach; and Hyde and Hyde-Way each hereby waive their right to assert or otherwise demand the enforcement of any such bond posting requirement in connection with any such injunctive relief sought.

8. Hyde-Way and Hyde each hereby covenant and agree to continue providing water service to each of the lots owned by the Bank that are presently connected to the existing water supply system owned by Hyde-Way and/or Hyde and located at the Airport, and hereby covenant and agree to continue providing water service to any such lots so connected on the same basis as such service is supplied to other lots within the Northwest Development or otherwise connected to such water supply system, without any discrimination against the Bank or its successors, assigns, licensees or tenants, and at a price in conformity with that charged to other users of such water supply system.

9. By executing this Settlement Agreement, both Hyde and Hyde-Way hereby acknowledge that all alleys, access ways and "A Lots" within the Northwest Development were intended from the inception and platting of said development to be available for use by all owners of lots within the Northwest Development for ingress and egress purposes, and that it was at all times and continues to be the intent of Hyde and Hyde-Way to dedicate such alleys, access ways and "A Lots" to such purpose by the recording of the plat of the Northwest Development.

10. Hyde and Hyde-Way hereby covenant and agree that the existing gravel obstacle that is located within Phase I of the Northwest Development, will only block access to Phase I of the Northwest Development from Cleveland Gibbs Road, if at all, and shall not constitute an impediment or a hindrance to vehicular and airplane traffic within said Phase I.

11. Hyde, Hyde-Way and the Bank each hereby agree to execute (or procure) and deliver such other and further documents and instruments as may be reasonably necessary and as requested by the Bank so as to evidence and/or give effect to the terms and provisions hereof.

12. Hyde-Way hereby covenants and agrees to do the following with respect to the following described lots within Northwest Development:

(a) With respect to Lots 11 and 11A, T Hangar Tract 3 of the Northwest Development, Hyde-Way shall deliver and endorse payable to the order of the Bank, without recourse or warranty, that certain promissory note executed by Lou Dionne, d/b/a Lou Dionne Aviation, in the original principal amount of \$13,666 and dated December 9, 1983, the payment of which promissory note is secured by the lien of a deed of trust dated of even date therewith recorded in Volume 1306, Page 714 of the Deed of Trust Records of Denton County, Texas. Additionally, Hyde-Way covenants and agrees to

execute a transfer of lien instrument for the purpose of transferring the lien of said deed of trust and the vendor's lien securing the payment of said note to the Bank, which transfer of lien shall be in recordable form.

(b) With respect to Lots 2, 2A and 2B, Hangar Tract 7 of Northwest Development, Hyde-Way covenants and agrees to deliver and endorse payable to the Bank, without recourse or warranty, that certain promissory note dated April 24, 1985 executed by Robert L. Bronstad in the original principal amount of \$60,000, the payment of which promissory note is secured by the lien of that certain deed of trust recorded in Volume 1633, Page 527 of the Deed of Trust Records of Denton County, Texas. Hyde-Way also covenants and agrees to execute and deliver to the Bank a transfer of lien pursuant to which the lien of said deed of trust and the vendor's lien also securing the payment of said note shall be transferred to the Bank, which transfer of lien shall be in recordable form.

It is understood by the parties to this agreement that said two promissory notes and the liens securing same are being assigned by Hyde-Way to the Bank in furtherance of and in completion of the intended assignment of said notes and liens to the Bank on a previous date. It is also understood and agreed that the assignment of said notes and liens is intended to be an absolute assignment and not an assignment as collateral. Notwithstanding anything contained herein to the contrary, it is also understood and agreed that by releasing the Lawsuit and the Judgment the Bank does not intend to release Hyde-Way from any warranties of title or other representations and warranties made by Hyde-Way to the Bank in connection with the assignment of said notes and liens, or otherwise in connection with any other notes and liens assigned by Hyde or Hyde-Way to the Bank.

13. Hyde-Way, Hyde and the Bank hereby settle, release and forever discharge any and all known disputes and claims the Bank may have against Hyde-Way or Hyde, or which Hyde or Hyde-Way may have against the Bank, of whatever kind or nature, arising out of the Lawsuit or the Judgment, including but not limited to claims for money or other relief, whether based in contract or tort, and specifically including, but not limited to, any claims for deficiencies or the payment of sums owed, or for collateral or wrongful foreclosure; provided, however, that it is expressly understood and agreed that such settlement, release and discharge shall not and does not apply with respect to any warranties of title or other warranties or representations made by Hyde or Hyde-Way to the Bank, whether express or implied, with respect to any real property, promissory notes or other property or property

rights heretofore or hereby assigned or conveyed, or purported to be or to have been assigned or conveyed, to the Bank by Hyde or Hyde-Way.

14. Each and every covenant and agreement contained herein shall survive the execution and delivery of this Agreement by the parties hereto. All covenants contained herein that relate directly to any of the lots, tracts or parcels or other real property hereinabove described are intended by the parties to be, and shall be construed as, "covenants running with the land" to which they pertain. All of the terms of this agreement shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them. In the event that any provision of this agreement or any of the written agreements executed by the parties hereto for the purpose of giving effect to the terms hereof shall for any reason and to any extent be deemed invalid or unenforceable, this agreement and each of the other agreements, as applicable, shall remain in full force and effect notwithstanding any such finding of invalidity or unenforceability with respect to any one or more other provisions thereof.

15. In the event that it shall ever become necessary for the Bank to file a lawsuit against Hyde and/or Hyde-Way, or for Hyde or Hyde-Way to file a lawsuit against the Bank, in order to enforce any one or more of the covenants and agreements contained herein, or otherwise in the event of the breach of any covenant, agreement or warranty contained herein, the prevailing party in any such litigation shall be entitled to recover from the non-prevailing party the court costs, and attorneys' fees incurred by such prevailing party, in connection with such litigation.

EXECUTED as of the date first hereinabove written.

HYDE-WAY, INC.,
a Texas corporation

By: 

Charles Glen Hyde,
President


CHARLES GLEN HYDE

FIRST INTERSTATE BANK OF DALLAS

By: D. W. Hopkins
Name: D. W. HOPKINS
Title: S.R. V.P.

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21st day of April, 1988, by Charles Glen Hyde, President of HYDE-WAY, INC., a Texas corporation, on behalf of said corporation.



Expires: _____

Tracey Chisholm
Notary Public - State of Texas

TRACEY CHISHOLM, Notary Public
for the state of Texas
My Commission expires _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21st day of April, 1988, by CHARLES GLEN HYDE.



Expires: _____

Tracey Chisholm
Notary Public - State of Texas

TRACEY CHISHOLM, Notary Public
for the state of Texas
My Commission expires _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21st day of April, 1988, by D.W. HOPKINS, SR. VICE PRESIDENT of FIRST INTERSTATE BANK OF DALLAS, a state banking association, on behalf of said association.



Expires: _____

Tracey Chisholm
Notary Public - State of Texas

TRACEY CHISHOLM, Notary Public
for the state of Texas
My Commission Expires _____

All those certain tracts or parcels of real property situated in Denton County, Texas, being more particularly described as follows:

18 lots

BEING Lots 2, 3 and 4 in Hangar Tract 1; Lots 18 and 20 in Hangar Tract 3; Lots 6, 8, 10, 14, 16 and 20 in Hangar Tract 5; Lots 6, 12, 15 and 20 in Hangar Tract 6; Lots 1, 3 and 4 in Hangar Tract 7; all in the Northwest Development (Phase 1), an Addition to the County of Denton, Texas, according to the plat thereof recorded in Cabinet C, Page 194 of the Plat Records of Denton County, Texas;

46 of 54 lots

All lots in all Blocks of the NORTHWEST DEVELOPMENT (Phase 2), an Addition to the County of Denton, Texas, according to the Plat recorded in Cabinet D, Page 59, Plat Records of Denton County, Texas; SAVE AND EXCEPT: Lot 3, Hangar Tract 1; Lots 1 and 3, Hangar Tract 2, Lots 1 and 3, Hangar Tract 8; and Hangars 1, 2 and 3, West Side, NORTHWEST DEVELOPMENT, recorded in Cabinet D, Page 59, Plat Records of Denton County, Texas.

54 of 54 lots

All lots in all Blocks in the NORTHWEST DEVELOPMENT (Phase 3), an Addition to the County of Denton, Texas, according to the Plat recorded in Cabinet D, Page 63, Plat Records of Denton County, Texas.

54 of 54 lots

All lots in all Blocks in the NORTHWEST DEVELOPMENT (Phase 4), an Addition to the County of Denton, Texas, according to the Plat recorded in Cabinet D, Page 62, Plat Records of Denton County, Texas.

Together with that certain tract or parcel of real property situated in Denton County, Texas, being more particularly described as follows:

ALL THAT CERTAIN TRACT or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1129, Denton County, Texas, being part of a 9.784 acre tract conveyed by Grapevine Development Company, Inc., to Edna Gardner Whyte, February 13, 1970, Volume 898, Page 359, Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Northwest corner of said G. RAMSDALE SURVEY;

THENCE N 89°21'00" E, 839.40 feet to a point for corner in the West line of a 30-foot North/South road easement along the West boundary of the aforementioned 9.784 acre tract;

THENCE S 00°32'00" E, along the West line of the 30-foot North/South road easement, 819.74 feet to a set iron rod for corner in the North line of a 30-foot East/West access easement;

THENCE N 89°21'00" E, with the North line of the 30-foot East/West access easement, 220.26 feet to a point for corner;

THENCE S 00°32'00" E, 30.00 feet across said East/West access easement to a point for corner, same being the Northwest corner of Tract 2, the POINT OF BEGINNING;

THENCE N 89°21'00" E, with the South line of the 30-foot East/West access easement, passing at 10.26 feet a set iron rod and continuing on said course a total distance of 120.26 feet to a set iron rod for corner;

THENCE S 00°32'00" E, 113.50 feet to a set iron rod for corner;

THENCE S 89°21'00" W, passing at 10.52 feet the Northeast corner of the 0.81 acre tract from Whyte to Brown, and passing en route another set iron rod at 110.00 feet and continuing along said course for a total distance of 120.26 feet to a point for corner;

THENCE N 00°32'00" W, 113.50 feet to the POINT OF BEGINNING and containing 0.31 acre of land.

G. Ramsdale Tr 23E & 23E(1), access area in front of Pollard west hangar.

EXHIBIT "B"

North Rwy-Twy Tract & Original Airport (24.216 ac)
less the SE Development

TRACT II

All that certain lot, tract or parcel of land out of the F. W. Woodward Survey, Abstract 1420, Denton County, Texas, described by metes and bounds as follows:

BEGINNING at a point in the south line of a 60.0 feet wide access easement, said point being North 89 deg 17 min 40 sec West 1414.7 feet and South 00 deg 20 min West 60.0 feet from the northeast corner of said Woodward Survey;

THENCE South 89 deg 17 min 40 sec West 195.0 feet to a point for corner;

THENCE South 00 deg 20 min West 1272.7 feet to a point for corner;

THENCE North 89 deg 17 min West 191.0 feet to a point for corner;

THENCE North 00 deg 20 min East 1273.8 feet to the Place of Beginning, and containing 3.7 acres, more or less.

TRACT III

Being a 24.216 acre tract of land out of the G. Ramsdale Survey, Abstract No. 1178, Denton County, Texas, being off the east side of a certain tract conveyed by Marshal C. Strader, et al to Priddy and Holder, recorded in Volume 567, Page 618, Deed Records of Denton County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING on the north line of said Ramsdale Survey in a public road at a point North 89 deg 21 min East 820.4 feet to the northwest corner of said Ramsdale Survey which is the north northwest corner of said tract;

THENCE North 89 deg 21 min East with the north line of said survey 860.0 feet to the northeast corner of said tract;

THENCE South 00 deg 32 min East with a fence on the east line of said tract 2247.2 feet to a fence corner at the east southeast corner of said tract;

THENCE South 89 deg 21 min West with a south line of said tract along and near a fence 400.0 feet to a steel pin;

THENCE North 00 deg 32 min West 1857.2 feet to a steel pin;

THENCE South 89 deg 21 min West 400.0 feet to a steel pin;

THENCE North 00 deg 32 min West 390.0 feet to the Place of

Beginning, containing in all 24.216 acres of land, more or less; SAVE AND EXCEPT, however, all that portion of this said Tract II which lies east of the present railway and proposed taxiway as defined in easement from Edna Gardner Whyte to Michael J. O'Brien and John E. Everett and filed of record in Volume 909, Page 583 of the Deed Records of Denton County, Texas, and being a strip of land approximately 16.5 feet wide abutting and parallel to the east line of said 24.216 acre tract of land.

This conveyance is made subject to all easements, reservations, conditions, covenants and restrictive covenants as the same appear of record in the office of the County Clerk of Denton County, Texas.

EXHIBIT "C"

All those certain tracts or parcels of real property situated in Denton County, Texas, being more particularly described as follows:

BEING Lots 1, 2, 3, 7 and 15 in Hangar 3; Lots 5, 7, 9, 11 and 16 in Hangar Tract 4; Lots 1 and 3 in Hangar Tract 5; Lots 1, 3 and 18 in Hangar Tract 6 and Lots 2 and 4 in Hangar Tract 8 of the Northwest Development (Phase I), an Addition to the County of Denton, Texas, according to the plat thereof recorded in Cabinet C, Page 194 of the Plat Records of Denton County, Texas;

Together with those certain tracts or parcels of real property situated in Denton County, Texas, being more particularly described as follows:

G. Ramsdale 1128 Tr 29, Freedom Group Hangar

ALL THAT CERTAIN lot, tract or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, being part of a 9.784 acre tract conveyed by Grapevine Development Company, Inc., to Edna Gardner Whyte, February 13, 1970, Volume 890, Page 353, Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Northwest corner of said G. RAMSDALE SURVEY;

THENCE N 89°21'00" E, 839.40 feet to a point for corner in the West line of a 30-foot North/South Road Easement along the West boundary of the aforementioned 9.784 acre tract;

THENCE S 00°32'00" E, along the West line of the 30-foot North/South Road Easement, 819.74 feet to a set iron rod for corner in the North line of a 30-foot East/West Access Easement;

THENCE N 09°21'00" E, with the North line of the 30-foot East/West Access Easement, 120.00 feet to a point for corner;

THENCE S 00°32'00" E, 30.00 feet across said East/West Access Easement to a point for corner in the South line of said East/West Easement, same point being the centerline of the 60-foot North/South Access Easement, the POINT OF BEGINNING;

THENCE N 89°21'00" E, with the South line of said 30-foot East/West Access Easement, passing an iron rod at 30.00 feet and at 90.00 feet, and continuing on said course a total distance of 160.26 feet to a point for corner, same corner being the Northwest corner of Tract 2;

THENCE S 00°32'00" E, 72.83 feet to a point for corner;

THENCE S 89°21'00" W, passing an iron rod at 10.26 feet and at 70.26 feet for a total distance of 160.26 feet to a point for corner in the center of a 60-foot North/South Easement;

THENCE N 09°21'00" W, with the center of a 60-foot North/South Access Easement, a distance of 72.83 feet to the POINT OF BEGINNING and containing 6.17 acre of land.

ALL THAT CERTAIN lot, tract or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, being part of a 9.784 acre tract conveyed by Grapevine Development Company, Inc., to Edna Gardner Whyte, February 13, 1970, Volume 598, Page 353, Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Northwest corner of said G. RAMSDALE SURVEY;
 THENCE N 89°21'00" E, 839.40 feet to a point for corner in the West line of a 30-foot North/South Road Easement along the West boundary line of the aforementioned 9.784 acre tract;
 THENCE S 00°32'00" E, along the West line of the 30-foot North/South Road Easement, passing at 819.74 feet a set iron rod in the North line of a 30-foot East/West Access Easement for a total distance of 922.57 feet to a point for corner;
 THENCE N 89°21'00" E, 30.00 feet across the North/South Easement to the POINT OF BEGINNING;
 THENCE N 89°21'00" E, passing at 60.00 feet an iron rod and continuing on said course for a total distance of 90.00 feet to a point for corner in the center of a 60-foot North/South Access Easement;
 THENCE S 00°32'00" E, with the center of said 60-foot North/South Access Easement, 40.67 feet to a point for corner;
 THENCE S 89°21'00" N, 90.00 feet to an iron rod for corner at the Northwest corner of an original 0.826 acre tract, Whyte to Brown, Volume 932, Page 829, Deed Records of Denton County, Texas, said point also being in the East line of a 30 foot North/South Road Easement;
 THENCE N 00°32'00" W, with the East line of said 30-foot North/South Road Easement, 40.67 feet to the POINT OF BEGINNING and containing 0.08 acre of land, and

ALL THAT CERTAIN lot, tract or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, being part of a 0.826 acre tract conveyed by Edna Gardner Whyte to John Howard Brown and Carolyn Brown, January 4, 1979, Volume 932, Page 829, Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Northwest corner of said G. RAMSDALE SURVEY;
 THENCE N 89°21'00" E, 839.40 feet to a point for corner in the West line of a 30 foot North/South Road Easement;
 THENCE S 00°32'00" E, along the West line of the 30 foot North/South Road Easement, passing at 819.74 feet a set iron rod in the North line of a 30 foot East/West Access Easement for a total distance of 943.24 feet to a point for corner;
 THENCE N 89°21'00" E, 30.00 feet across the North/South Easement to a found iron rod for corner, the POINT OF BEGINNING;
 THENCE N 89°21'00" E, passing an iron rod at 60.00 feet, and continuing for a total of 90.00 feet to a point for corner at the centerline of a 60 foot North/South Access Easement;
 THENCE S 00°32'00" E, 32.16 feet along the Centerline of said North/South Access Easement to a point for corner;
 THENCE S 89°21'00" W, passing an iron rod at 30.00 feet, and continuing on said course for a total distance of 90.00 feet to an iron rod for corner;
 THENCE N 00°32'00" W, 32.16 feet to the POINT OF BEGINNING and containing 0.07 acre of land more or less.

ALL THAT CERTAIN lot, tract or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, being part of a 9.784 acre tract conveyed by Grapevine Development Company, Inc., to Edna Gardner Whyte, February 13, 1970, Volume 593, Page 353, Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Northwest corner of said G. RAMSDALE SURVEY;

THENCE N 89°21'00" E, 839.40 feet to a point for corner in the West line of a 30-foot North/South road easement along the West boundary of the aformentioned 9.784 acre tract;

THENCE S 00°32'00" E, along the West line of the 30-foot North/South road easement, 819.74 feet to a set iron rod for corner in the North line of a 30-foot East/West access easement;

THENCE N 89°21'00" E, with the North line of the 30-foot East/West access easement, 220.26 feet to a point for corner;

THENCE S 00°32'00" E, 30.00 feet across said East/West access easement to a point for corner, same being the Northwest corner of Tract 2, the POINT OF BEGINNING;

THENCE N 89°21'00" E, with the South line of the 30-foot East/West access easement, passing at 10.26 feet a set iron rod and continuing on said course a total distance of 120.26 feet to a set iron rod for corner;

THENCE S 00°32'00" E, 113.50 feet to a set iron rod for corner;

THENCE S 89°21'00" W, passing at 10.52 feet the Northeast corner of the 0.06 acre tract from Whyte to Brown, and passing en route another set iron rod at 110.00 feet and continuing along said course for a total distance of 120.26 feet to a point for corner;

THENCE N 00°32'00" W, 113.50 feet to the POINT OF BEGINNING and containing 0.31 acre of land.

ALL THAT CERTAIN lot, tract or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, being part of a 9.784 acre tract conveyed by Grapevine Development Company, Inc., to Edna Gardner Whyte, February 13, 1970, Volume 598, Page 353, Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Northwest corner of said G. RAMSDALE SURVEY;

THENCE N 89°21'00" E, 819.40 feet to a point for corner in the West line of a 30-foot North/South Road Easement along the West boundary of the aforementioned 9.784 acre tract;

THENCE S 00°32'00" E, along the West line of the 30-foot North/South Road Easement, passing at 819.74 feet a set iron rod in the North line of a 30-foot East/West Access Easement for a total distance of 849.74 feet to a point for corner;

THENCE N 89°21'00" E, 30.00 feet across the North/South Road Easement to a found iron rod for corner at the Northwest corner of Tract 6 in the South line of a 30-foot East/West Access Easement being the POINT OF BEGINNING;

THENCE N 89°21'00" E, with the South line of said 30-foot East/West Access Easement and passing at 60.00 feet an iron rod for a total distance of 90.00 feet to a point for corner in the centerline of a 60-foot North/South Access Easement.

THENCE S 00°32'00" E, with the center of said 60-foot North/South Access Easement a distance of 72.83 feet to a point for corner;

THENCE S 89° 21'00" W, passing at 30.00 feet an iron rod and continuing on said course for a total distance of 90.00 feet to an iron rod for corner in the East line of a 30-foot North/South Road Easement;

THENCE N 00°32'00" W, with the East line of said 30-foot North/South Road Easement, a distance of 72.83 feet to the POINT OF BEGINNING and containing 0.15 acre land.

ALL THAT CERTAIN lot, tract or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, being part of a 24.216 acre tract described in a deed of record in Volume 1018, Page 501, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Southeast corner of said 24.216-acre tract;

THENCE West, 4.02 feet to a point for corner;

THENCE North, 1,054.56 feet to a point for corner;

THENCE N $03^{\circ}07'16''$ W, 45.00 feet along the East line of a 10-foot Septic and Utility Easement to a found iron rod at the Southeast corner of Tract 5-A, the POINT OF BEGINNING;

THENCE N $03^{\circ}20'00''$ W, with the common line between Tracts 5-A and 5-B passing at 10.00 feet the West line of a 10-foot Septic and Utility Easement and continuing for a total of 109.68 feet to a found iron rod for corner at the Southwest corner of subject Tract;

THENCE N $00^{\circ}20'00''$ E, 31.64 feet to a point for the Northwest corner of subject Tract, same being the Southwest corner of Tract 4;

THENCE S $09^{\circ}39'40''$ E, 109.43 feet to the Northeast corner of Tract 5-A;

THENCE S $03^{\circ}07'16''$ E, 31.64 feet along the East boundary of subject Tract, same being the East line of the 10-foot Septic and Utility Easement to the POINT OF BEGINNING and containing 0.000 acre of land.

ALL THAT CERTAIN lot, tract or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, being part of a 24.216 acre tract described in a deed of record in Volume 1018, Page 501, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Southeast corner of said 24.216-acre tract;

THENCE West, 4.02 feet to a point for corner;

THENCE North, 1,054.56 feet to a point for corner;

THENCE N $03^{\circ}07'16''$ W, 15.00 feet along the East line of a 10-foot Septic and Utility Easement to the Southeast corner of Tract 5-B, the POINT OF BEGINNING;

THENCE N $09^{\circ}40'01''$ W, 109.92 feet along the North line of a 15-foot Sewer/Septic Easement to a point for the Northwest corner of Tract 5-B;

THENCE N $00^{\circ}20'00''$ E, 30.00 feet to a found iron rod for corner at the Northwest corner of subject Tract, same being the Southwest corner of Tract 5-A;

THENCE S $69^{\circ}40'00''$ E, 105.00 feet to a found iron rod for corner at the Northeast corner of Tract 5-B;

THENCE S $03^{\circ}07'16''$ E, 30.00 feet along the East boundary line of subject Tract same being the East line of the 10-foot Septic and Utility Easement to the POINT OF BEGINNING and containing 0.000 acre of land.

FILED FOR RECORD
011267
89 MAR 20 AM 8:36
FILED
MARILYN ROBINSON
COUNTY CLERK
DENTON CO. TEX.
BY _____ DEPUTY

E-Team:
Hight-Wright, Inc
PO Box 1542
Denville, TX 76262

FILED FOR RECORD 20th DAY OF March A.D. 19 89 at 8:36 A.
DULY RECORDED 20th DAY OF March A.D. 19 89
BY: Debra Mayo DEPUTY
MARILYN ROBINSON, COUNTY CLERK
DENTON COUNTY, TEXAS

Collateral Notes and MortgagesACCESS AND USE AGREEMENT

011268

244 THIS AGREEMENT is executed and delivered effective as of the day of April, 1988 by and from HYDE-WAY, INC., a Texas corporation ("Hyde-Way"), to and for the benefit of FIRST INTERSTATE BANK OF DALLAS (successor by merger to Allied Bank of Dallas) ("Bank"), its successors and assigns.

W I T N E S S E T H :

WHEREAS, as of the effective date of this Agreement, Bank is the owner of security interests and liens in and against certain lots, tracts or parcels of real property located in Denton County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Lots"), which security interests and liens have been granted pursuant to certain mortgage instruments securing the payment of certain promissory notes made payable to the Bank; and

WHEREAS, Hyde-Way is the owner of the real property described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Subject Property"); and

WHEREAS, Hyde-Way desires to grant to the Bank, and the Bank desires to obtain from Hyde-Way, the right to use and to have access to, over, across and upon the Subject Property, as well as any and all other properties now or hereafter owned by Hyde-Way and situated between the Lots and the Subject Property.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Hyde-Way does hereby covenant and agree as follows:

1. Grant of Access. Hyde-Way hereby GRANTS, SELLS, CONVEYS and TRANSFERS unto the Bank, its successors and assigns, a non-exclusive and continuing right of access to, from, over, across and upon the Subject Property, as well as any and all other properties now or hereafter owned by Hyde-Way and situated between the Lots and the Subject Property, as such other properties may exist from time to time, and the right to use the Subject Property and such other property, for the purpose of the landing, taking-off, and taxiing of aircraft by Bank, its successors and assigns, and its or their guests, customers, agents, employees, heirs, executors, administrators and licensees, and such other pedestrian, vehicular and airplane traffic as may be appropriate and incident or related thereto, of whatever kind or nature.

2. Release and Waiver of Fees. By executing this instrument below, Hyde-way, on behalf of itself, its successors and assigns, hereby waives, and fully releases and discharges the Bank, its successors, assigns, and its or their guests, customers, agents, employees, heirs, executors, administrators and licensees from any obligation to pay any maintenance fees, assessments or any runway/taxiway license fees, access or user fees, or any other fees or charges with respect to the use and/or ownership of and access to the Lots, the Subject Property, as applicable, including, but not limited to, such fees as may arise pursuant to that certain instrument entitled "Deed Restrictions", dated April 18, 1983, filed of record in Volume 1208, Page 944 of the Deed Records of Denton County, Texas, as amended by that certain

"Correction of Restrictions", dated May 19, 1986, filed of record in Volume 1889, Page 9 of the Deed Records of Denton County, Texas (the "Deed Restrictions"); provided, however, that it is understood and agreed that in the event of the use of a Lot by the Bank, or by any successor or assignee of the Bank's interest in and to any Lots, or by any licensee or tenant of the Bank or any such successor or assignee of the Bank's interest in such Lot, for the purpose of conducting like operations on the Subject Property, person or party so using such Lot for such purposes shall thereupon and thereafter be responsible for the payment of such maintenance or other fees that may thereafter be required to be paid pursuant to said Deed Restrictions in connection with the ownership and use of such Lot for as long as such Lot continues to be used by such party for conducting flight operations on the Subject Property.

3. Exclusivity. Although the use and access rights and privileges hereby granted are not exclusive, Hyde-Way hereby agrees that it shall not grant or convey to any other person or entity any easement, license or other rights with respect to the Subject Property that may interfere with the reasonable exercise by the Bank, its successors, assigns, licensees or tenants of the rights and privileges herein granted.

4. Applicable Law. This instrument and the rights and benefits granted hereby shall be governed by and construed in accordance with the laws of the State of Texas.

5. Severability. In case any one or more of the provisions contained in this instrument shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. Warranty of Title. By executing this instrument below, Hyde-Way does hereby warrant and represent that it has good and indefeasible title in fee simple to the Subject Property and does hereby bind itself and its successors to warrant and forever defend all and singular the said real property, unto the said Bank, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

7. Joinder. By executing this instrument below, Charles Glen Hyde ("Hyde") joins with Hyde-Way in granting the rights, privileges and benefits herein granted to the extent of any ownership or other interest of Hyde in the Subject Property.

IN WITNESS WHEREOF, this instrument has been executed and delivered as of the date and year first above written.

HYDE-WAY, INC.,
A Texas Corporation

By: 
Glen Hyde, President


CHARLES GLEN HYDE

STATE OF TEXAS §
COUNTY OF DALLAS §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, on the 21st day of April, 1988, by GLEN HYDE, President of HYDE-WAY, INC., a Texas corporation, on behalf of said corporation.



Commission Expires: _____

Tracey Chisholm

Notary Public, State of Texas

TRACEY CHISHOLM, Notary Public
for the State of Texas

Printed Name of Notary Public

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21st day of April, 1988 by CHARLES GLEN HYDE.



Commission Expires: _____

Tracey Chisholm

Notary Public - State of Texas

TRACEY CHISHOLM, Notary Public
for the State of Texas

Commission Expires: 10-2-88

309: D040188c.00
042088KC1

EXHIBIT "A"

All those certain tracts or parcels of real property situated in Denton County, Texas, being more particularly described as follows:

17 lots

BEING Lots 1, 2, 3, 7 and 15 in Hangar 3; Lots 5, 7, 9, 11 and 16 in Hangar Tract 4; Lots 1 and 3 in Hangar Tract 5; Lots 1, 3 and 18 in Hangar Tract 6 and Lots 2 and 4 in Hangar Tract 8 of the Northwest Development (Phase I), an Addition to the County of Denton, Texas, according to the plat thereof recorded in Cabinet C, Page 194 of the Plat Records of Denton County, Texas;

Together with those certain tracts or parcels of real property situated in Denton County, Texas, being more particularly described as follows:

Tr 29, 72.83' x 100.26' (Freedom Group Hangar)

ALL THAT CERTAIN lot, tract or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1126, Denton County, Texas, being part of a 9.784 acre tract conveyed by Grapevine Development Company, Inc., to Edna Gardner Whyte, February 13, 1970, Volume 598, Page 353, Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Northwest corner of said G. RAMSDALE SURVEY;

THENCE N 89°21'00" E, 839.40 feet to a point for corner in the West line of a 30 foot North/South Road Easement along the West boundary of the aforementioned 9.784 acre tract;

THENCE S 00°32'00" E, along the West line of the 30-foot North/South Road Easement, 819.74 feet to a set iron rod for corner in the North line of a 30-foot East/West Access Easement;

THENCE N 89°21'00" E, with the North line of the 30-foot East/West Access Easement, 120.00 feet to a point for corner;

THENCE S 00°32'00" E, 30.00 feet across said East/West Access Easement to a point for corner in the South line of said East/West Easement, same point being the centerline of the 60-foot North/South Access Easement, the POINT OF BEGINNING;

THENCE N 89°21'00" E, with the South line of said 30-foot East/West Access Easement, passing an iron rod at 30.00 feet and at 90.00 feet, and continuing on said course a total distance of 100.26 feet to a point for corner, same corner being the Northwest corner of Tract 2;

THENCE S 00°32'00" E, 72.83 feet to a point for corner;

THENCE S 89°21'00" N, passing an iron rod at 10.26 feet and at 70.26 feet for a total distance of 100.26 feet to a point for corner in the center of a 60-foot North/South Easement;

THENCE N 00°32'00" W, with the center of a 60-foot North/South Access Easement, a distance of 72.83 feet to the POINT OF BEGINNING and containing 1.17 acre of land.

309:D040188C.00

EXHIBIT A, Solo Page

ALL THAT CERTAIN lot, tract or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, being part of a 9,784 acre tract conveyed by Grapevine Development Company, Inc., to Edna Gardner Whyte, February 13, 1970, Volume 899, Page 353, Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Northwest corner of said G. RAMSDALE SURVEY;

THENCE N $09^{\circ}21'00''$ E, 039.40 feet to a point for corner in the West line of a 30-foot North/South Road Easement along the West boundary line of the aforementioned 9,784 acre tract;

THENCE S $00^{\circ}32'00''$ E, along the West line of the 30-foot North/South Road Easement, passing at 019.74 feet a set iron rod in the North line of a 30-foot East/West Access Easement for a total distance of 022.57 feet to a point for corner;

THENCE N $09^{\circ}21'00''$ E, 30.00 feet across the North/South Easement to the POINT OF BEGINNING;

THENCE N $09^{\circ}21'00''$ E, passing at 60.00 feet an iron rod and continuing on said course for a total distance of 90.00 feet to a point for corner in the center of a 60-foot North/South Access Easement;

THENCE S $00^{\circ}32'00''$ E, with the center of said 60-foot North/South Access Easement, 40.67 feet to a point for corner;

THENCE S $09^{\circ}21'00''$ W, 90.00 feet to an iron rod for corner at the Northeast corner of an original 0.026 acre tract, Whyte to Brown, Volume 932, Page 029, Deed Records of Denton County, Texas, said point also being in the East line of a 30 foot North/South Road Easement;

THENCE N $00^{\circ}32'00''$ W, with the East line of said 30-foot North/South Road Easement, 40.67 feet to the POINT OF BEGINNING and containing 0.08 acre of land, and

ALL THAT CERTAIN lot, tract or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, being part of a 0.026 acre tract conveyed by Edna Gardner Whyte to John Howard Brown and Carolyn Brown, January 4, 1979, Volume 932, Page 029, Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Northwest corner of said G. RAMSDALE SURVEY;

THENCE N $09^{\circ}21'00''$ E, 039.40 feet to a point for corner in the West line of a 30 foot North/South Road Easement;

THENCE S $00^{\circ}32'00''$ E, along the West line of the 30 foot North/South Road Easement, passing at 019.74 feet a set iron rod in the North line of a 30 foot East/West Access Easement for a total distance of 063.24 feet to a point for corner;

THENCE N $09^{\circ}21'00''$ E, 30.00 feet across the North/South Easement to a found iron rod for corner, the POINT OF BEGINNING;

THENCE N $09^{\circ}21'00''$ E, passing an iron rod at 60.00 feet, and continuing for a total of 90.00 feet to a point for corner at the centerline of a 60 foot North/South Access Easement;

THENCE S $00^{\circ}32'00''$ E, 32.16 feet along the Centerline of said North/South Access Easement to a point for corner;

THENCE S $09^{\circ}21'00''$ W, passing an iron rod at 30.00 feet, and continuing on said course for a total distance of 90.00 feet to an iron rod for corner;

THENCE N $00^{\circ}32'00''$ W, 32.16 feet to the POINT OF BEGINNING and containing 0.07 acre of land more or less.

Tr 30, same tract as in Doc. 11269, 113.50' x 120.26' (Pollard Hangar)

ALL THAT CERTAIN lot, tract or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, being part of a 9.784 acre tract conveyed by Grapevine Development Company, Inc., to Edna Gardner Whyte, February 13, 1970, Volume 598, Page 353, Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Northwest corner of said G. RAMSDALE SURVEY;

THENCE N 89°21'00" E, 839.40 feet to a point for corner in the West line of a 30-foot North/South road easement along the West boundary of the aforementioned 9.784 acre tract;

THENCE S 00°32'00" E, along the West line of the 30-foot North/South road easement, 819.74 feet to a set iron rod for corner in the North line of a 30-foot East/West access easement;

THENCE N 89°21'00" E, with the North line of the 30-foot East/West access easement, 220.26 feet to a point for corner;

THENCE S 00°32'00" E, 30.00 feet across said East/West access easement to a point for corner, same being the Northwest corner of Tract 2, the POINT OF BEGINNING;

THENCE N 89°21'00" E, with the South line of the 30-foot East/West access easement, passing at 10.26 feet a set iron rod and continuing on said course a total distance of 120.26 feet to a set iron rod for corner;

THENCE S 00°32'00" E, 113.50 feet to a set iron rod for corner;

THENCE S 89°21'00" W, passing at 10.52 feet the Northeast corner of the 0.86 acre tract from Whyte to Brown, and passing en route another set iron rod at 110.00 feet and continuing along said course for a total distance of 120.26 feet to a point for corner;

THENCE N 00°32'00" W, 113.50 feet to the POINT OF BEGINNING and containing 0.31 acre of land.

SE Dev Tr 17, R98758, Lemmon Hangar

ALL THAT CERTAIN lot, tract or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, being part of a 24.216 acre tract described in a deed of record in Volume 1011, Page 501, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Southeast corner of said 24.216 acre tract;

THENCE West, 4.02 feet to a point for corner;

THENCE North, 1,054.56 feet to a point for corner;

THENCE N 00°07'16" W, 45.00 feet along the East line of a 10-foot Septic and Utility Easement to a found iron rod at the Southeast corner of Tract 5-A, the POINT OF BEGINNING;

THENCE N 00°00'00" W, with the common line between Tracts 5-A and 5-B passing at 10.00 feet the West line of a 10-foot Septic and Utility Easement and continuing for a total of 109.68 feet to a found iron rod for corner at the Southwest corner of subject Tract;

THENCE N 00°20'00" E, 31.64 feet to a point for the Northwest corner of subject Tract, same being the Southwest corner of Tract 4;

THENCE S 00°39'40" E, 109.43 feet to the Northeast corner of Tract 5-A;

THENCE S 00°07'16" E, 31.64 feet along the East boundary of subject Tract, same being the East line of the 10-foot Septic and Utility Easement to the POINT OF BEGINNING and containing 0.000 acre of land.

ALL THAT CERTAIN lot, tract or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, being part of a 24.216 acre tract described in a deed of record in Volume 1018, Page 501, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Southeast corner of said 24.216 acre tract;

THENCE West, 4.02 feet to a point for corner;

THENCE North, 1,054.56 feet to a point for corner;

THENCE N 00°07'16" W, 15.00 feet along the East line of a 10-foot Septic and Utility Easement to the Southeast corner of Tract 5-B, the POINT OF BEGINNING;

THENCE N 00°40'01" W, 109.92 feet along the North line of a 15-foot Sewer/Septic Easement to a point for the Northwest corner of Tract 5-B;

THENCE N 00°20'00" E, 30.00 feet to a found iron rod for corner at the Northwest corner of subject Tract, same being the Southwest corner of Tract 5-A;

THENCE S 00°40'00" E, 105.69 feet to a found iron rod for corner at the Northwest corner of Tract 5-B;

THENCE S 00°07'16" E, 30.00 feet along the East boundary line of subject Tract same being the East line of the 10-foot Septic and Utility Easement to the POINT OF BEGINNING and containing 0.000 acre of land.

Tr 28, 72.83' x 90', Mullins Hangar, R98682

ALL THAT CERTAIN lot, tract or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, being part of a 9.784 acre tract conveyed by Grapevine Development Company, Inc., to Edna Gardner Whyte, February 13, 1970, Volume 598, Page 353, Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Northwest corner of said G. RAMSDALE SURVEY;

THENCE N 89°21'00" E, 839.40 feet to a point for corner in the West line of a 30-foot North/South Road Easement along the West boundary of the aforementioned 9.784 acre tract;

THENCE S 00°32'00" E, along the West line of the 30-foot North/South Road Easement, passing at 819.74 feet a set iron rod in the North line of a 30-foot East/West Access Easement for a total distance of 849.74 feet to a point for corner;

THENCE N 89°21'00" E, 30.00 feet across the North/South Road Easement to a found iron rod for corner at the Northwest corner of Tract 6 in the South line of a 30-foot East/West Access Easement being the POINT OF BEGINNING;

THENCE N 89°21'00" E, with the South line of said 30-foot East/West Access Easement and passing at 60.00 feet an iron rod for a total distance of 90.00 feet to a point for corner in the centerline of a 60-foot North/South Access Easement.

THENCE S 00°32'00" E, with the center of said 60-foot North/South Access Easement a distance of 72.83 feet to a point for corner;

THENCE S 89° 21'00" W, passing at 30.00 feet an iron rod and continuing on said course for a total distance of 90.00 feet to an iron rod for corner in the East line of a 30-foot North/South Road Easement;

THENCE N 00°32'00" W, with the East line of said 30-foot North/South Road Easement, a distance of 72.83 feet to the POINT OF BEGINNING and containing 0.15 acre land.

EXHIBIT "B"

N. Rwy-East Twy Tr, 5.7 ac, 195' x 1273'

TRACT I:

All that certain lot, tract or parcel of land out of the F. M. Woodward Survey, Abstract 1420, Denton County, Texas, described by name and bounds as follows:

BEGINNING at a point in the south line of a 60.0 feet wide access easement, said point being North 89 deg 12 min 40 sec West 1414.7 feet and South 00 deg 20 min West 60.0 feet from the northeast corner of said Woodward Survey;

THENCE South 89 deg 12 min 40 sec West 195.0 feet to a point for corner;

THENCE South 00 deg 20 min West 1272.7 feet to a point for corner;

THENCE North 89 deg 12 min West 193.0 feet to a point for corner;

THENCE North 00 deg 20 min East 1273.8 feet to the Place of Beginning, and containing 5.7 acres, more or less.

TRACT II:

Being a 24.218 acre tract of land out of the G. Ramsdale Survey, Abstract No. 1128, Denton County, Texas, being off the east side of a certain tract conveyed by Marshal C. Strader, et al to Fridly and Kolder, recorded in Volume 567, Page 118, Deed Records of Denton County, Texas, being more particularly described by name and bounds as follows:

BEGINNING on the north line of said Ramsdale Survey in a public road at a point North 89 deg 21 min East 849.4 feet on the northeast corner of said Ramsdale Survey which is the north northwest corner of said tract;

THENCE North 89 deg 21 min East with the north line of said survey 100.0 feet to the northeast corner of said tract;

THENCE South 00 deg 22 min East with a fence on the east line of said tract 2247.2 feet to a fence corner at the east southeast corner of said tract;

THENCE South 89 deg 21 min West with a south line of said tract along and near a fence 400.0 feet to a steel pin;

THENCE North 00 deg 22 min West 1557.2 feet to a steel pin;

THENCE South 89 deg 21 min West 400.0 feet to a steel pin;

THENCE North 00 deg 22 min West 390.0 feet to the Place of Beginning, containing in all 24.218 acres of land, more or less: SAVE AND EXCEPT, however, all that portion of this said Tract II which lies East of the present runway and proposed taxiway as defined in easement from Edna Gardner Whyte to Michael J. O'Histon and John R. Everett and filed of record in Volume 908, Page 585 of the Deed Records of Denton County, Texas, and being a strip of land approximately 117.3 feet wide abutting and parallel to the west line of said 24.218 acre tract of land.

This conveyance is made subject to all easements, reservations, conditions, covenants and restrictive covenants as the same appear of record in the office of the County Clerk of Denton County, Texas.

Original airport tract except SE Development
(original rwy & ramp, 100' strip along west side of rwy)

FILED FOR RECORD

89 MAR 20 AM 8:36

MARILYN ROBINSON
COUNTY CLERK
BY _____ DEPUTY

FILED

011268

*Return:
Noble-Wing, Inc
30301 15th
Rowland, TX 76262*

FILED FOR RECORD 20th DAY OF March A.D. 19 89 at 8:36 P.M.
DULY RECORDED 20th DAY OF March A.D. 19 89
BY: Adria Mayo DEPUTY
MARILYN ROBINSON, COUNTY CLERK
DENTON COUNTY, TEXAS

FIBD Lots

ACCESS AND USE AGREEMENT

011269

THIS AGREEMENT is executed and delivered on this the 21st day of April, 1988 by and from HYDE-WAY, INC., a Texas corporation ("Hyde-Way"), to and for the benefit of FIRST INTERSTATE BANK OF DALLAS (successor by merger to Allied Bank of Dallas) ("Bank"), its successors and assigns.

W I T N E S S E T H :

WHEREAS, Bank is the owner of certain lots, tracts or parcels of real property located in Denton County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Bank Lots"); and

WHEREAS, Hyde-Way is the owner of the real property described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Subject Property"); and

WHEREAS, Hyde-Way desires to grant to the Bank, and the Bank desires to obtain from Hyde-Way, the right to use and to have access to, over, across and upon the Subject Property, as well as any and all other property now or hereafter owned by Hyde-Way and situated between the Lots and the Subject Property (all such other property now or hereafter owned by Hyde-Way being referred to herein as the "Other Property"), which Other Property includes, but is not necessarily limited to, those lots, tracts or parcels described in Exhibit "C" attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Hyde-Way does hereby covenant and agree as follows:

1. Grant of Access. Hyde-Way hereby GRANTS, SELLS, CONVEYS and TRANSFERS unto the Bank, its successors and assigns, a non-exclusive and continuing right of access to, from, over, across and upon the Subject Property, as well as the Other Property, as same may exist from time to time, and the right to use the Subject Property and the Other Property, for the purpose of the landing, taking-off, and taxiing of aircraft by Bank, its successors and assigns, and its or their guests, customers, agents, employees, heirs, executors, administrators and licensees, and such other pedestrian, vehicular and airplane traffic as may be appropriate and incident or related thereto, of whatever kind or nature.

2. Release and Waiver of Fees. By executing this instrument below, Hyde-Way, on behalf of itself, its successors and assigns, hereby waives, and fully releases and discharges the Bank, its successors, assigns, and its or their guests, customers, agents, employees, heirs, executors, administrators and licensees from any obligation to pay any maintenance fees, assessments or any runway/taxiway license fees, access or user fees, or any other fees or charges with respect to the use and/or ownership of and access to the Lots, the Subject Property and/or the Other Property, as applicable, including, but not limited to, such fees as may arise pursuant to that certain instrument entitled "Deed Restrictions", dated April 18, 1983, filed of record in Volume 1208, Page 944 of the Deed Records of Denton County, Texas, as amended by that certain "Correction of

Restrictions", dated May 19, 1986, filed of record in Volume 1889, Page 9 of the Deed Records of Denton County, Texas (the "Deed Restrictions"); provided, however, that it is understood and agreed that in the event of the sale by the Bank or other disposition of any Bank Lot pursuant to which title to such Bank Lot is conveyed to a person or entity not affiliated or otherwise related to the Bank, or in the event that, while such Bank Lot is owned by the Bank, any assignee, licensee or tenant of the Bank makes use of such Bank Lot for the purpose of conducting flight operations on the Subject Property, such new owner of such Bank Lot or such assignee, licensee or tenant using such Bank Lot shall thereupon and thereafter be responsible for the payment of such maintenance or other fees that may thereafter be required to be paid pursuant to said Deed Restrictions in connection with the ownership and use of such Bank Lots and/or the use of the Subject Property.

3. Exclusivity. Although the use and access rights and privileges hereby granted are not exclusive, Hyde-Way hereby agrees that it shall not grant or convey to any other person or entity any easement, license or other rights with respect to the Subject Property or the Other Property that may interfere with the reasonable exercise by the Bank, its successors, assigns, licensees or tenants of the rights and privileges herein granted.

4. Applicable Law. This instrument and the rights and benefits granted hereby shall be governed by and construed in accordance with the laws of the State of Texas.

5. Severability. In case any one or more of the provisions contained in this instrument shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. Warranty of Title. By executing this instrument below, Hyde-Way does hereby warrant and represent that it has good and indefeasible title in fee simple to the Subject Property and the Other Property specifically identified on Exhibit "C" and presently owned by Hyde-Way, and does hereby bind itself and its successors to warrant and forever defend all and singular the said real property, unto the said Bank, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

7. Joinder. By executing this instrument below, Charles Glen Hyde ("Hyde") joins with Hyde-Way in granting the rights, privileges and benefits herein granted to the extent of any ownership or other interest of Hyde in the Subject Property and/or the Other Property.

IN WITNESS WHEREOF, this instrument has been executed and delivered as of the date and year first above written.

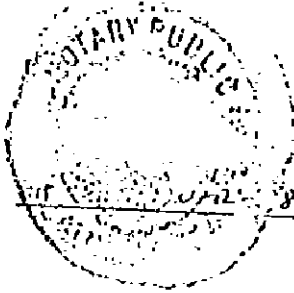
HYDE-WAY, INC.,
A Texas Corporation

By: [Signature]
Glen Hyde, President

[Signature]
CHARLES GLEN HYDE

STATE OF TEXAS §
COUNTY OF DALLAS §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, on the 21st day of April, 1988, by GLEN HYDE, President of HYDE-WAY, INC., a Texas corporation, on behalf of said corporation.



My Commission expires: _____

Tracy Chisholm
Notary Public, State of Texas
TRACEY CHISHOLM, Notary Public
for the state of Texas
My Commission expires: _____
Printed Name of Notary Public

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21st day of April, 1988 by CHARLES GLEN HYDE.



My Commission expires: _____

Tracy Chisholm
Notary Public - State of Texas
TRACEY CHISHOLM, Notary Public
for the state of Texas
My Commission expires: _____

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041988KC1

NON-EXCLUSIVE ACCESS EASEMENT, Page 3

EXHIBIT "A"

All those certain tracts or parcels of real property situated in Denton County, Texas, being more particularly described as follows:

18 lots BEING Lots 2, 3 and 4 in Hangar Tract 1; Lots 18 and 20 in Hangar Tract 3; Lots 6, 8, 10, 14, 16 and 20 in Hangar Tract 5; Lots 6, 12, 15 and 20 in Hangar Tract 6; Lots 1, 3 and 4 in Hangar Tract 7; all in the Northwest Development (Phase 1), an Addition to the County of Denton, Texas, according to the plat thereof recorded in Cabinet C, Page 194 of the Plat Records of Denton County, Texas;

46 of 54 lots All lots in all Blocks of the NORTHWEST DEVELOPMENT (Phase 2), an Addition to the County of Denton, Texas, according to the Plat recorded in Cabinet D, Page 59, Plat Records of Denton County, Texas; SAVE AND EXCEPT: Lot 3, Hangar Tract 1; Lots 1 and 3, Hangar Tract 2, Lots 1 and 3, Hangar Tract 8; and Hangars 1, 2 and 3, West Side, NORTHWEST DEVELOPMENT, recorded in Cabinet D, Page 59, Plat Records of Denton County, Texas.

54 lots All lots in all Blocks in the NORTHWEST DEVELOPMENT (Phase 3), an Addition to the County of Denton, Texas, according to the Plat recorded in Cabinet D, Page 63, Plat Records of Denton County, Texas.

54 lots All lots in all Blocks in the NORTHWEST DEVELOPMENT (Phase 4), an Addition to the County of Denton, Texas, according to the Plat recorded in Cabinet D, Page 62, Plat Records of Denton County, Texas.

Together with that certain tract or parcel of real property situated in Denton County, Texas, being more particularly described as follows:

ALL THAT CERTAIN TRACT or parcel of land situated in the G. RAMSDALE SURVEY, ABSTRACT NO. 1128, Denton County, Texas, being part of a 9.784 acre tract conveyed by Grapevine Development Company, Inc., to Edna Gardner Whyte, February 13, 1970, Volume 598, Page 353, Deed Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Northwest corner of said G. RAMSDALE SURVEY;

THENCE N 89°21'00" E, 839.40 feet to a point for corner in the West line of a 30-foot North/South road easement along the West boundary of the aforementioned 9.784 acre tract;

THENCE S 00°32'00" E, along the West line of the 30-foot North/South road easement, 819.74 feet to a set iron rod for corner in the North line of a 30-foot East/West access easement;

THENCE N 89°21'00" E, with the North line of the 30-foot East/West access easement, 220.26 feet to a point for corner;

THENCE S 00°32'00" E, 30.00 feet across said East/West access easement to a point for corner, same being the Northwest corner of Tract 2, the POINT OF BEGINNING;

THENCE N 89°21'00" E, with the South line of the 30-foot East/West access easement, passing at 10.26 feet a set iron rod and continuing on said course a total distance of 120.26 feet to a set iron rod for corner;

THENCE S 00°32'00" E, 113.50 feet to a set iron rod for corner;

THENCE S 89°21'00" W, passing at 10.52 feet the Northeast corner of the 0.86 acre tract from Whyte to Brown, and passing en route another set iron rod at 110.00 feet and continuing along said course for a total distance of 120.26 feet to a point for corner;

THENCE N 00°32'00" W, 113.50 feet to the POINT OF BEGINNING and containing 0.31 acre of land.

Tr 30, 120.26' x 113.5' (Pollard Hangar)

EXHIBIT "B"

North & South Runway-East Taxiway & Ramp Area Tracts

TRACT I:

All that certain lot, tract or parcel of land out of the P. M. Woodward Survey, Abstract 1420, Denton County, Texas, described by notes and bounds as follows:

BEGINNING at a point in the south line of a 60.0 foot wide access easement, said point being North 89 deg 12 min 40 sec West 1414.7 feet and South 00 deg 30 min West 60.0 feet from the northeast corner of said Woodward Survey;

THENCE South 89 deg 12 min 40 sec West 195.0 feet to a point for corner;

THENCE South 00 deg 30 min West 1272.7 feet to a point for corner;

THENCE North 89 deg 12 min West 193.0 feet to a point for corner;

THENCE North 00 deg 30 min East 1273.8 feet to the Place of Beginning, and containing 5.7 acres, more or less.

TRACT II:

Being a 24.216 acre tract of land out of the G. Ramsdell Survey, Abstract No. 1128, Denton County, Texas, being off the east side of a certain tract conveyed by Marshal C. Strader, et al to Fridly and Holder, recorded in Volume 567, Page 418, Deed Records of Denton County, Texas, being more particularly described by notes and bounds as follows:

BEGINNING on the north line of said Ramsdell Survey in a public road at a point North 89 deg 21 min East 209.4 feet on the northwest corner of said Ramsdell Survey which is the north northwest corner of said tract;

THENCE North 89 deg 21 min East with the north line of said survey 120.0 feet to the northwest corner of said tract;

THENCE South 00 deg 32 min East with a fence on the east line of said tract 2247.2 feet to a fence corner at the east southeast corner of said tract;

THENCE South 89 deg 21 min West with a south line of said tract along and near a fence 400.0 feet to a steel pin;

THENCE North 00 deg 32 min West 1857.2 feet to a steel pin;

THENCE South 89 deg 21 min West 400.0 feet to a steel pin;

THENCE North 00 deg 32 min West 390.0 feet to the Place of Beginning, containing in all 24.216 acres of land, more or less; SAVE AND EXCEPT, however, all that portion of this said Tract II which lies east of the present runway and proposed taxiway as defined in easement from Edna Cardner Whyte to Michael J. O'Brien and John R. Everett and filed of record in Volume 904, Page 585 of the Deed Records of Denton County, Texas, and being a strip of land approximately 16.9 feet wide abutting and parallel to the east line of said 24.216 acre tract of land.

This conveyance is made subject to all easements, reservations, conditions, covenants and restrictive covenants as the same appear of record in the office of the County Clerk of Denton County, Texas.

EXHIBIT "C"

All those certain tracts or parcels of real property situated in Denton County, Texas and being more particularly described as follows:

BEING Lot 5A in Hangar Tract 2; Lots 1A through 10A, inclusive, and Lots 12A, 14A, 18A and 20A in Hangar Tract 3; Lots 1A through 14A, inclusive, and Lot 16A in Hangar Tract 4, Lots 1A, 3A, 5A, 6A and 8A through 20A, inclusive, in Hangar Tract 5; Lots 1A, 2A, 4A, 5A, 6A, 7A, 8A, 10A, 12A, 15A and 20A in Hangar Tract 6; Lots 1A, 1B, 3A, 3B, 4A, 4B, 5A and 5B in Hangar Tract 7; and Lots 1A through 5A, inclusive, in Hangar Tract 8; all in the Northwest Development (Phase I), an Addition to the County of Denton, Texas, according to the plat thereof recorded in Cabinet C, Page 194 of the Plat Records of Denton County, Texas.

Together with all other access ways or access easement areas now or hereafter owned by Hyde-Way, Inc. and located within said Northwest Development, and such other lots, tracts, parcels, access ways or access easement areas as may now or hereafter be owned by Hyde-Way, Inc. as part of or used in connection with the Aero valley Airport.

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EXHIBIT "C", Solo Page

121309

K/5 FILED FOR RECORD

89 MAR 20 AM 8:57

MARILYN ROBINSON
COUNTY CLERK
DENTON COUNTY, TEXAS

BY: *[Signature]*

FILED

*Return:
Hwy 100, Box
500 East, Ft.
Worth, TX 76102*

FILED FOR RECORD 20th DAY OF March A.D. 19 89 at 8:37 A. M.
DULY RECORDED 20th DAY OF March A.D. 19 89
BY: Louis Mayo DEPUTY
MARILYN ROBINSON, COUNTY CLERK
DENTON COUNTY, TEXAS