

## **THE GREAT 2006 HAWL LAND DEAL**

On April 7, 2006 Gayle Pepper, President of HAWL and Joe Dillard Vice President of HAWL signed a letter of intent with James W. Fair for a land exchange. HAWL would exchange .40 acres on the far east side for .599 acres of land near HAWL's front gate known as Grace HealthCare building tract.

This exchange has restrictions for HAWL:

1. No commercial business activity shall be established or operated upon The Tract without Fair's express written consent.
2. Fair would not unreasonably withhold written consent if The Tract would be used for Recreation or Entertainment.

The only use available for HAWL's Tract, as I see it, would be to water and mow the grass. The last nine (9) years have proven this correct.

Fair agreed, in the Letter of Intent, to put up a golf ball net to keep balls from entering the new tract or street. I could not find any restrictions on Fair's use of his tract. I have never observed the net.

Fair used the law firm of Potter Minton. Guess the law firm that HAWL used for the same agreement, yes it was Potter Minton according to the Letter of Intent.

Full disclosure was proffered, but you know there is no shortage of law firms in Smith County. For the complete Agreement, click [HERE](#).

May 15, 2006 HAWL Board of Directors:

“Mr. Byrd moved to approve the Property Exchange Agreement with James W. Fair, seconded by Mr. McCrory. After considerable discussion by the Board and membership, the motion was approved 9-3 (Mr. Hinna, Mr. Baynham, and Mrs. Cox opposed.)

After searching my records, I found my notes on the quid pro quo for the land deal, to wit:

Gene McCrory was HAWL’s President in 2004 and Treasurer in 2005

In an open meeting, Gene McCrory, 1515 Hideaway Lane West, Hideaway, Texas 75771, 903-882-4998. HAWL’s Treasurer stated, in effect, that Fair would be very generous with Hide-AWay if this land swap went through. That Fair could not give HAWL \$15,000 directly but could funnel it through another non-profit to HAWL if the land swap deal went through. Later at a HAWL board meeting, the money amount was raised to \$25,000 **from donors**. I asked Mr. McCrory what was the quid pro quo of this deal? Where were the donated funds coming from? He called me an Idiot for asking such a question. It appears, from comments at HAWL’s board meeting, these funds are to be used to build a concession stand on HAWL’s Golf Course.

Now you know the complete story of the Famous HAWL Land Swap.

Land deed restrictions might be removed, in court, by the implied reciprocal negative easement doctrine. *Curlee v. Walker*, 112 Tex. 40, 43-44, 244 S.W. 497, 498 (1922)