

06- 9331  
CONSERVATION EASEMENT

40421

STATE OF TEXAS §

COUNTY OF SAN JACINTO §

This Grant of Conservation Easement ("Conservation Easement") is made on this 27<sup>th</sup> day of December 2006, by George H. and Suzanne B. Russell, with an address of 1409 19th Street, Huntsville, Walker County, Texas 77340 ("Grantor"), and Natural Area Preservation Association, a non-profit corporation organized and existing under the laws of the State of Texas, with an address of P. O. Box 162481, Austin, Travis County, Texas 78716-2481 ("Grantee").

RECITALS:

A. Grantor is the sole owner in fee simple of certain real property legally described in Exhibit A, attached hereto and incorporated by this reference, consisting of 10 acres, more or less, located in San Jacinto County, State of Texas, hereinafter referred to as the "Property" and known as the George H. and Suzanne B. Russell Pelican Sanctuary, which is legally described in Exhibit A, attached hereto and incorporated by this reference.

B. The Property is an undeveloped area in relatively natural condition that qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder; specifically the Property is located in proximity to additional conservation easements donated by Grantor to Grantee, and protects a tract of pine-hardwood forest or savanna, including Catahoula outcrops, and provides habitat for numerous native plants and animals. These are collectively the "Conservation Values" of the Property.

C. The characteristics of the Property, its current use and state of improvement, are described in a Baseline Report to be prepared by Grantee for Grantor. Grantor will work

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with Grantee to ensure that the Report is a complete and accurate description of the Property at the time of donation of this Conservation Easement. The Report will be used by Grantor and Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement. However, the Baseline Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use.

D. Grantor and Grantee have the common purpose of conserving the above-described conservation values of the Property in perpetuity, and the State of Texas has authorized the creation of Conservation Easements pursuant to The Texas Natural Resource Code Chapter 183 and Grantor and Grantee wish to avail themselves of the provisions of that law.

NOW, THEREFORE, Grantor, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein and as an absolute and unconditional gift, hereby gives, grants, bargains, sells and conveys unto Grantee a Conservation Easement in perpetuity over the Property, of the nature and character as follows:

1. **PURPOSE.** The purpose of this Conservation Easement is to ensure that the Property will be retained forever predominantly in its natural and scenic condition; to protect native plants, animals, and plant communities on the Property; to prevent any use of the Property that will impair or interfere with the conservation values of the Property described herein, while allowing for uses on the Property that are compatible with and not destructive of the conservation values of the Property, such as hunting of feral hogs and other compatible commercial and recreational uses.

Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Conservation Easement. However, unless otherwise specified below, nothing in this Conservation Easement shall require Grantor to take any action to restore the condition of the Property after any

act of God or other event over which Grantor had no control. Grantor understands that nothing in this Conservation Easement relieves them of any obligation or restriction on uses of the Property imposed by law.

2. **PROPERTY USES.** Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following is a listing of activities and uses which are expressly prohibited or which are expressly allowed. Grantor and Grantee have determined that the allowed activities do not impair the conservation values of the Property. Additional retained rights of Grantor are set forth in Paragraph 3 below.

2.1 Subdivision. The Property may not be further divided, subdivided or partitioned.

2.2 Construction. There shall be no further construction of buildings, structures, wells, dams, or other improvements on the Property other than up to two traditional monuments and an associated building with a combined footprint not to exceed one quarter acre, nor construction of new roads that would require the destruction of native vegetation. Existing soft-surface roads may be stabilized as necessary to prevent erosion. Traditional wooden bridges or other low-impact crossing of streams or gullies may be built to connect permitted trails, paths, or roads. Perimeter fencing may be built and maintained if necessary to prevent unauthorized entry to the Property. Additional hiking and interpretive trails may be added as well as hard-surface pathways along the routes of trails and existing roads for the passage of electric powered vehicles or for visitation by the handicapped; the negative effects of construction of said improvements on the ecological integrity of the Property shall be minimized to the greatest possible extent. Motorized vehicles are otherwise discouraged except as necessary for security, transport of the handicapped and deceased, and law enforcement activities or in the event of emergency. Said trails, paths, and roads may be mowed or trimmed for maintenance to a width of twenty (20) feet. Shrines or memorials may be constructed on the Property and may not collectively cover more than one percent of the surface of the Property. Said construction may not result in any significant negative impact to native



plants, animals or communities. Any utilities shall be underground and follow roadways, trails or paths.

2.2a Cemetery Use. Dispersal of human ashes as well as burials may take place on the Property. Burials must be sited and conducted in such a fashion as to cause the least possible disturbance to natural resources while conforming to state law. Hazardous, toxic, or non-biodegradable substances may not be used in the burial process. Depth, length and width of the excavation may not exceed the minimum required by law. Excavation shall be by non-mechanical means whenever practical and should avoid sensitive natural features.

2.3 Mineral Extraction. Minerals shall not be extracted by any surface mining methods. Extraction of subsurface minerals should be accomplished by means of extraction methods that will have a limited and localized impact on, and not significantly impair or interfere with, the conservation values of the Property and the purposes of this Conservation Easement. Grantor shall give written notice to Grantee thirty (30) days prior to beginning any extraction of minerals.

2.4 Excavation. Except as necessary to accommodate the activities expressly permitted under this Conservation Easement, there shall be no ditching, draining, filling, excavating, dredging, removal of topsoil, sand, gravel, rock, minerals or other materials, mining, drilling or removal of minerals, nor any building of roads except as described in Paragraph 2.2 above, or change in the topography of the Property, with the exception of minimal excavation for burials in accordance with state law and as outlined in Paragraph 2.2a above.

2.5 Recreational Uses. Grantor shall have the right to engage in and to permit others to engage in recreational uses of the Property that require no surface alteration or other development of the land. Pursuit of wildlife by any form of motorized transportation is not allowed. No native species of wildlife may be hunted under any circumstances, except in the event of overpopulation as described in Paragraph 2.12 below. Native



plants and animals are to be strictly protected, except under certain scientifically verifiable circumstances as described in Paragraph 2.12 below. Feral hogs, dogs, cats, and other non-native species are to be controlled, removed, or humanely killed as possible.

2.6 Destruction of Plants, Disturbance of Natural Habitat. Grantor shall have the right to cut and remove exotic trees, shrubs, or plants, and to cut firebreaks in case of emergency. Grantor shall also have the right to cut and remove trees, shrubs, or plants to accommodate the activities expressly permitted under this Conservation Easement in Paragraphs 2.2, 2.3, and 2.4. There shall be no additional removal, harvesting, destruction, or cutting of native trees, shrubs, or plants except as may be necessary or desirable in order to restore native plant communities to their pre-settlement condition. Prescribed fire may be utilized as may be desirable or necessary to re-establish the relative abundance of native species to pre-settlement conditions. There shall be no planting of invasive or non-native trees, shrubs, or plants on the Property. Except to accommodate activities expressly permitted under this Conservation Easement, there shall be no use of plowing or other disturbance that would lessen native biological diversity or alter the native species composition of habitat areas on the Property.

As native plant and animal communities and species are subject to human-induced modification of the life support systems of the biosphere, rapid changes in climate may occur that could adversely affect the native species and ecological balance of the Property. Due to fragmentation of most of the world's biomes, it is now impossible for native gene pools to ebb and flow. Therefore, it is recognized that the native species composition of the Property may change due to factors beyond the control of either Grantee or Grantor. Catastrophic environmental changes may require that Grantee, using the best available science, aid the introduction of native species that, in a non-fragmented landscape, would enter the Property to fill the ecological changes left by extirpated native species. Scientifically supported artificial intervention may prove to be necessary on a case-by-case basis to protect or preserve an endangered native species or community, using methods scientifically established as having occurred in

areas of non-fragmented habitat. Any human modification of the Property should be conducted with extreme caution and under adequate monitoring by the scientific community; any such intervention must be approved by both Grantor and Grantee.

Notwithstanding the foregoing, Grantor may conduct scientifically justifiable activities on the Property to promote the natural growth and regeneration of endangered, threatened, or extirpated native species, subject to approval by Grantee. Should it be determined by Grantee that planting or reintroduction of native species through artificial means is necessary to mitigate the loss or unnatural decline of species due to human activities or natural disasters which have created an imbalance in the relative abundance of species, only stock from nearby gene pools may be used.

2.7 Hydrology. Except as necessary to accommodate allowed activities, there shall be no alteration, depletion or extraction of surface or subsurface water on the Property. Grantor shall not sell or otherwise transfer water rights associated with the Property.

2.8 Signage. No signs or billboards or other advertising displays are allowed on the Property, except for those signs whose placement, number and design do not significantly diminish the scenic character of the Property.

2.9 Biocides. There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides.

2.10 Dumping. There shall be no new storage or dumping of trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Property; there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, except as permitted elsewhere in this Conservation Easement.

2.11 Pollution. There shall be no pollution of surface water, natural watercourses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall activities be

conducted on the Property that would be detrimental to water purity or that could alter the natural water level or flow in or over the Property.

2.12 Predator Control. Grantor shall attempt to eliminate non-native feral hogs, dogs, cats, and any other non-native predatory or problem animals by humane methods approved by Grantor. No native predators, including bears, cougars, coyotes, red wolves, red wolf-coyote crosses, hawks, eagles, foxes, alligators, or snakes, may be killed under any circumstances except under immediate danger of loss of life or serious injury in the case of an attack by a bear, cougar, rattlesnake, or other predator capable of killing humans. However, if it is determined through scientific study that a threat to a rare or endangered species, to the native ecological balance, to the relative abundance of native species, or to the ecological integrity is occurring or is likely to occur from an overpopulation of a native species, then control, removal, or elimination of the damaging species may be conducted subject to approval by Grantor and Grantee.

2.13 Commercial Development. Any industrial use of or activity on the Property is prohibited. Only non-profit development or use that is compatible with wildlife preservation is permitted, provided such development or use does not undermine the conservation values of the Property.

**3. ADDITIONAL RIGHTS RETAINED BY GRANTOR.** Grantor retains the following additional rights:

3.1 Existing Uses. The right to undertake or continue any activity or use of the Property not prohibited by this Conservation Easement. Prior to making any change in use of the Property, Grantor shall notify Grantee in writing to allow Grantee a reasonable opportunity to determine whether such change would violate the terms of this Conservation Easement.

3.2 Transfer. The right to sell, give, mortgage, lease, or otherwise convey the Property subject to the terms of this Conservation Easement.



**4. GRANTEE'S RIGHTS.** To accomplish the purpose of this Conservation Easement, the following rights are granted to Grantee by this Conservation Easement:

4.1 Right to Enforce. The right to preserve and protect the conservation values of the Property and enforce the terms of this Conservation Easement.

4.2 Right of Entry. The right of Grantee's staff, contractors and associated natural resource management professionals to enter the Property one or more times a year after reasonable notice to Grantor, for the purposes of: (a) inspecting the Property to determine if Grantor is complying with the covenants and purposes of this Conservation Easement; and (b) monitoring of plant and wildlife populations. In the event that Grantee reasonably believes that a violation of this Conservation Easement may have occurred or is about to occur, Grantee may enter the Property at a reasonable time and with reasonable notice for the purposes of investigating and documenting said violations.

4.3 Discretionary Consent. Grantee's consent for activities otherwise prohibited or requiring Grantee's consent under paragraph 2 above, may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the prohibited activities listed in paragraph 2 are deemed desirable by both Grantor and Grantee, Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring Grantee's consent shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Conservation Easement. Grantee may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purpose of this Conservation Easement and (2) either enhance or do not impair any significant conservation interests associated with the Property. Notwithstanding the foregoing, Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement.

**5. RESPONSIBILITIES OF GRANTOR AND GRANTEE NOT AFFECTED.** Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on Grantor or in any way to modify any existing obligation of Grantor as owners of the Property. Among other things, this shall apply to:

**5.1 Taxes.** Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

**5.2 Management, Upkeep and Maintenance.** Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

**6. ACCESS.** No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement. As these properties are to serve as native gene pool repositories and as part of worldwide biological and ecological conservation, controlled access by biologists, ecologists, botanists, and other scientists and their students shall be allowed for academic research. Tours may be given and other entry allowed by special arrangement. Access to burial sites shall be granted according to Texas law. Under no circumstances are any biological or mineral materials to be disturbed or removed for off-site study or any other purposes except by mutual consent of Grantor and Grantee.

**7. ENFORCEMENT.** Grantee shall have the right to prevent and correct violations of the terms of this Conservation Easement. With reasonable notice, Grantee may enter the Property for the purpose of inspecting for violations. If Grantee determines that a violation has occurred, is occurring, or is threatened, it may at its discretion take appropriate legal action. Except when an ongoing or imminent violation could substantially diminish or impair the conservation values of the Property, Grantee shall give Grantor written notice of the violation and sixty (60) days to correct it (or to begin good faith efforts to correct in the event the violation is something which cannot be reasonably corrected in sixty days), before filing any legal action. If a court with

jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring Grantor to restore the Property to its condition prior to the violation. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time.

**8. TRANSFER OF EASEMENT.** The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable. Grantee shall have the right to transfer or assign this Conservation Easement to any private nonprofit organization that at the time of transfer is a "qualified organization" under Section 170(h) of the U.S. Internal Revenue Code, and the organization expressly agrees to assume the responsibility imposed on Grantee by this Conservation Easement. If Grantee ever ceases to exist or no longer qualifies under Sec. 170(h) or applicable state law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility. Any proceeds which may arise from the transfer of this Conservation Easement shall be used to purchase adjoining or adjacent conservation lands or easements.

**9. TRANSFER OF PROPERTY.** Grantor shall notify Grantee in writing at least thirty (30) days prior to the transfer of the Property, or any interest therein, to any third party.

**10. AMENDMENT OF EASEMENT.** This Conservation Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Sec. 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with Texas Natural Resources Code 183.001 *et seq.*, or any regulations promulgated pursuant to that law. Grantor and Grantee have no right or power to agree to any amendment that would adversely affect the enforceability of this Conservation Easement.

**11. TERMINATION OF EASEMENT.** If it is determined that conditions on or



surrounding the Property have changed so much that it is impossible to fulfill the conservation purposes set forth above, this Conservation Easement may be terminated only by a court with jurisdiction at the joint request of both Grantor and Grantee.

If condemnation of all or part of the Property by public authority renders it impossible to fulfill any of these conservation purposes, the Conservation Easement may be terminated through condemnation proceedings. At the time of the conveyance of this Conservation Easement to Grantee, this Conservation Easement gives rise to a real property right, immediately vested in Grantee. If this Conservation Easement is terminated and the Property is sold or taken for public use, then, as required by Sec. 1.170A-14(g)(6) of the IRS regulations, Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award (minus any amount attributable to new improvements made after the date of this conveyance, which amount shall be reserved to Grantor) equal to the ratio of the appraised value of this Conservation Easement to the unrestricted fair market value of the Property, as these values are determined at the time of donation of this Conservation Easement. Grantee shall use the proceeds consistently with the conservation purposes of this Conservation Easement by expending said funds for the purchase of fee simple protected lands or conservation easements which will mitigate the damage in the immediate geographic vicinity of the Property.

**12. INTERPRETATION.** This Conservation Easement shall be interpreted under the laws of Texas, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

**13. INDEMNIFICATION.** Each party agrees to hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the other party on the Property that causes injury to a person(s) or damage to property.

14. **TITLE.** Grantor covenants and represents that Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement; that the Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Conservation Easement, and that Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

15. **NOTICES.** Any notices required by this Conservation Easement shall be in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee, respectively, at the following addresses, unless a party has been notified by the other of a change of address.

To Grantor:

George H. & Suzanne B. Russell  
1409 19th Street  
Huntsville, Texas 77340

To Grantee:

Natural Area Preservation Association  
P. O. Box 162481  
Austin, Texas 78716-2481

16. **ENVIRONMENTAL CONDITION.** Grantor warrants that they have no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property.

17. **SEVERABILITY.** If any provision of this Conservation Easement is found to be invalid, the remaining provisions shall not be altered thereby.

18. **PARTIES.** Every provision of this Conservation Easement that applies to Grantor or Grantee shall also apply to their respective heirs, executors, administrators, assigns, and all other successors as their interest may appear.

19. **PERPETUAL DURATION.** This Conservation Easement runs with the land and binds all successive owners of the Property.

20. **RE-RECORDING.** In order to ensure the perpetual enforceability of the Conservation Easement, Grantee is authorized to re-record this instrument or any other appropriate notice or instrument.

21. **MERGER.** The parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

22. **SUBSEQUENT LIENS ON PROPERTY.** No provisions of this Conservation Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinate to this Conservation Easement.

23. **EXHIBITS.** The following Exhibits are incorporated within this Conservation Easement:

Exhibit A: Description of Property

Exhibit B: 2005 Plat of Property

24. **ACCEPTANCE AND EFFECTIVE DATE.** As attested by the signature of its authorized representative affixed hereto, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Conservation Easement. This Conservation Easement is to be effective on the date recorded in the San Jacinto County Registry of Deeds.

TO HAVE AND TO HOLD, this Grant of Conservation Easement unto Grantee, its successors and assigns, forever.



IN WITNESS WHEREOF, the Grantor and Grantee, intending to legally bind themselves, have set their hands and seals on the date first written above.

GRANTOR:

*[Handwritten signature]*  
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STATE OF Texas §

COUNTY OF Walker §

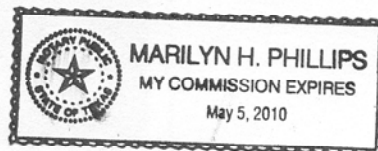
BEFORE ME, the undersigned authority, on this day personally appeared George Russell, known to me by presentation of Texas driver's license to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the same for the purposes and consideration therein stated, individually and in the capacity above stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of December, 2006.

Marilyn H. Phillips (SEAL)  
NOTARY PUBLIC



My commission expires:  
~~April 17, 2010~~ MP  
May 5, 2010



GRANTOR:

Suzanne B. Russell

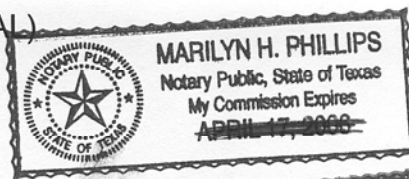
STATE OF Texas §

COUNTY OF Walker §

BEFORE ME, the undersigned authority, on this day personally appeared Sue Russell, known to me by presentation of Texas driver's license to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the same for the purposes and consideration therein stated, individually and in the capacity above stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of December, 2006.

Marilyn H. Phillips (SEAL)  
NOTARY PUBLIC



My commission expires:

~~April 17, 2008~~ MP  
May 5, 2010

GRANTEE:

By: David R [Signature]

Its: EXECUTIVE DIRECTOR

STATE OF Texas §

COUNTY OF Travis §



BEFORE ME, the undersigned authority, on this day personally appeared David Bezanson, known to me by presentation of Texas driver's license to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the same for the purposes and consideration therein stated, individually and in the capacity above stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22<sup>nd</sup> day of Dec., 2006.

[Signature] (SEAL)  
NOTARY PUBLIC

My commission expires:  
11.8.08



Exhibit A  
FIELDNOTE DESCRIPTION

40437

State of Texas

County of San Jacinto

Being 10.000 acres of land situated in the State of Texas, County of San Jacinto, a part of the Isaiah Kirby Survey, A-187, and being a part of the called 718 acres described in Exhibit A-2 in deed to George H. Russell and Suzanne B. Russell recorded under Clerk's File No. 00-5579, Page 18768 of the San Jacinto County Official Public Records, and this 10.000 acre tract being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod set marking the southwest corner of the herein described 10.000 acre tract located on the east line of said Russell called 718 acres, same being the southeast line of the 136.799 acre tract described in Exchange Deed to Horizon Properties Corporation recorded in Volume 40, Page 439 of the San Jacinto County Official Public Records and the western line of the called 221.99 acres described as "Fee Tract F-25, Parcel A" in deed to the Trinity River Authority of Texas recorded in Volume 108, Page 161 of the San Jacinto County Deed Records (same being the Fee Taking Line of Lake Livingston);

Thence N 16° 51' 33" W 616.87 ft. over and across said Russell called 718 acres to a 1/2" iron rod set for the northwest corner of the herein described 10.000 acre tract, said point being located approximately 10 ft. south of the south right of way line of the Entergy / Gulf States Utilities 150 ft. wide transmission line easement;

Thence N 73° 08' 27" E, over and across said Russell called 718 acres, at 516.45 ft. pass a 1/2" iron rod set for reference, and in all a total distance of 605.04 ft. to the northeast corner of the herein described 10.000 acre tract located on the common line between said Russell called 718 acres and said Trinity River Authority of Texas called 221.99 acres, same being the east line of said 136.799 acre tract and the Fee Taking Line of Lake Livingston;

Thence along the common line between said Russell called 718 acres and said Trinity River Authority of Texas called 221.99 acres, same being the east line of said 136.799 acre tract and the Fee Taking Line of Lake Livingston, as follows:

S 31° 31' 01" W 42.59 ft.,  
S 27° 44' 01" W 104.56 ft.,  
S 78° 55' 01" E 86.48 ft.,  
S 55° 36' 01" E 86.93 ft.,  
S 25° 03' 01" W 85.16 ft.,  
S 56° 11' 02" W 116.34 ft.,  
S 35° 25' 02" W 109.42 ft.,  
S 57° 05' 01" E 141.99 ft.,  
N 66° 41' 58" E 188.54 ft.,  
S 59° 13' 01" E 146.43 ft.,  
S 31° 42' 00" E 140.77 ft.,  
S 23° 55' 00" E 161.12 ft.,  
S 12° 25' 00" E 105.53 ft.,  
S 11° 43' 01" W 84.94 ft.,  
N 45° 51' 59" W 84.84 ft.,  
N 67° 53' 59" W 151.32 ft.,  
S 85° 13' 02" W 171.06 ft.,  
N 11° 42' 59" E 118.77 ft.,  
N 31° 02' 00" W 133.73 ft.,  
S 82° 55' 02" W 226.79 ft.,  
S 59° 24' 02" W 108.10 ft. and  
S 63° 27' 02" W 132.00 ft. to the place of beginning and con-

taining within these bounds 10.000 acres of land.

Bearings for this description are based on deed calls for the 136.799 acre tract described in Exchange

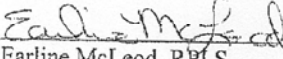
Deed from Trinity River Authority of Texas to Horizon Properties Corporation recorded in Volume 40, Page 439 of the San Jacinto County Official Public Records.

o Surveyor's Certificate o

To all parties interested in title to the premises surveyed, I do hereby certify that the above description was prepared from an actual and accurate survey upon the ground and that same is true and correct.

Surveyed: September 16th, 2005 Revised: December 30th, 2005

Lowe Surveying & Mapping 417 North Washington Avenue Livingston, Texas 77351 Ph: 936/327-4296

  
Earline McLeod, RPLS  
No. 5774, Texas





GEORGE B. RUSSELL AND SUZANNE B. RUSSELL  
 TRINITY RIVER AUTHORITY  
 CLERK'S FILE NO. 00-5579, 6 ACRES, 1876  
 OFFICIAL PUBLIC RECORDS

NOTES

1. BEARINGS FOR THIS SURVEY ARE BASED ON DEED CALLS FOR THE CALLED 136,799 ACRES DESCRIBED IN DEED FROM TRINITY RIVER AUTHORITY OF TEXAS TO HORIZON PROPERTIES CORPORATION RECORDED IN VOLUME 40, PAGE 439 OF THE SAN JACINTO COUNTY OFFICIAL PUBLIC RECORDS.
2. THIS PLAT ACCOMPANIES A FIELDNOTE DESCRIPTION OF THE 10,000 ACRES SURVEYED.
3. DENOTES THE UPPER LIMITS OF THE TRINITY RIVER AUTHORITY OF TEXAS FLOWAGE EASEMENT RESERVED IN DEED RECORDED IN VOLUME 40, PAGE 439 OF THE SAN JACINTO COUNTY OFFICIAL PUBLIC RECORDS.
4. DENOTES CALCULATED POINT FOR CORNER UNLESS OTHERWISE NOTED

SURVEY PLAT

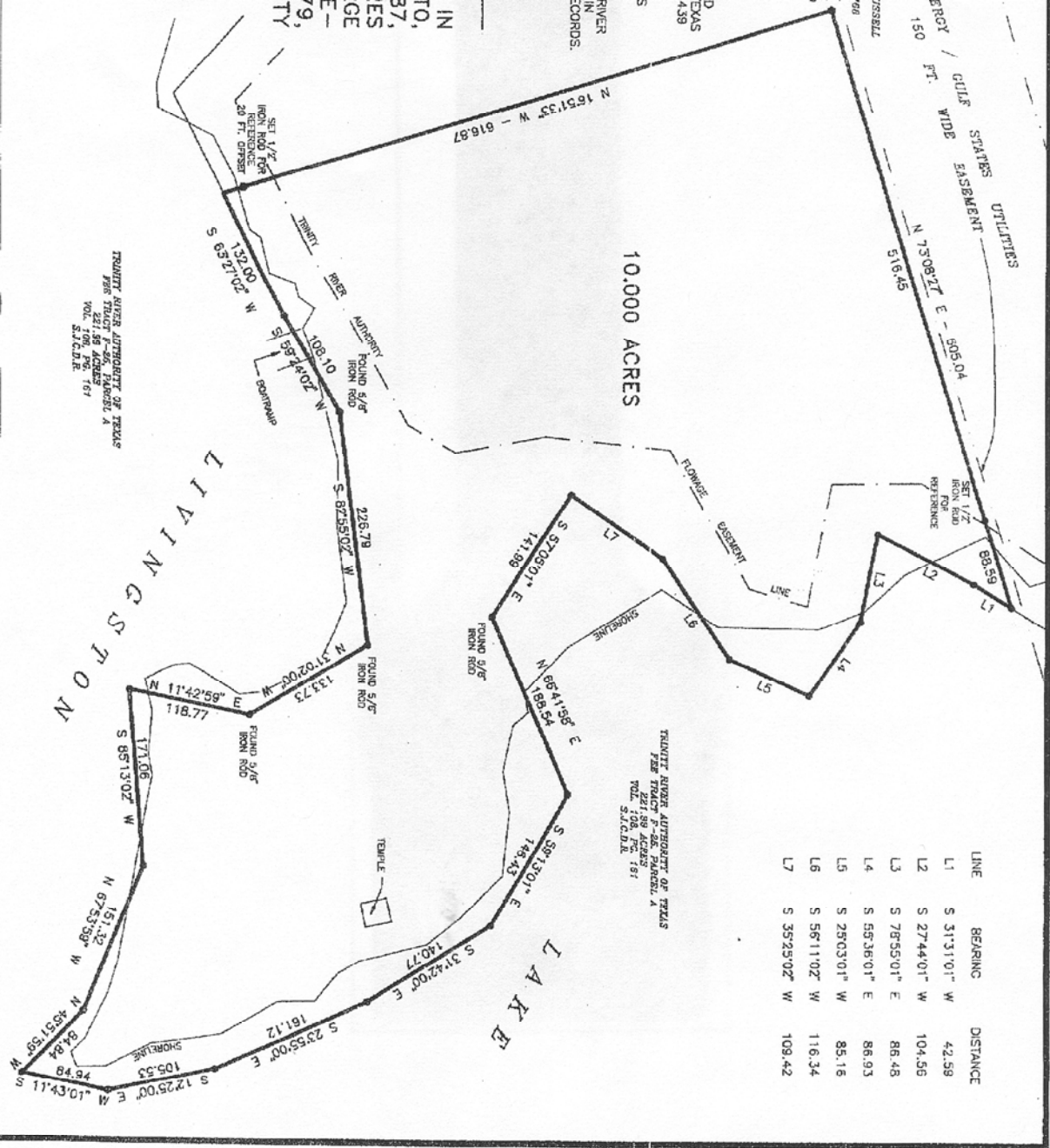
SHOWING 10,000 ACRES OF LAND SITUATED IN THE STATE OF TEXAS, COUNTY OF SAN JACINTO, A PART OF THE ISAIAH KIRBY SURVEY, A-187, AND BEING A PART OF THE CALLED 718 ACRES DESCRIBED IN EXHIBIT A-2 IN DEED TO GEORGE H. RUSSELL AND SUZANNE B. RUSSELL RECORDED UNDER CLERK'S FILE NO. 00-5579, PAGE 18768 OF THE SAN JACINTO COUNTY OFFICIAL PUBLIC RECORDS.

TO ALL PARTIES INTERESTED IN THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

SURVEYED: SEPTEMBER 16TH, 2005 REVISED: DECEMBER 30, 2005

LOWE SURVEYING AND MAPPING  
 417 NORTH WASHINGTON AVENUE  
 LIVINGSTON, TEXAS 77351  
 (936) 327-4286

BY: *Earline McLeod*  
 EARLINE MCLEOD, R.P.S.  
 NO. 5774, TEXAS



LINE	BEARING	DISTANCE
L1	S 31°31'01" W	42.58
L2	S 27°44'01" W	104.56
L3	S 78°55'01" E	86.48
L4	S 56°36'01" E	86.93
L5	S 29°03'01" W	85.16
L6	S 56°11'02" W	116.34
L7	S 35°29'02" W	109.42



FILED FOR  
RECORD

40440

2006 DEC 28 PM 12 53

*Charlene Yann*  
COUNTY CLERK  
SAN JACINTO COUNTY, TEXAS

CLERKS NOTICE: ANY PROMISION HEREIN WHICH RESTRICTS  
THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE, IS INVALID AND  
UNENFORCEABLE UNDER FEDERAL LAW

STATE OF TEXAS  
COUNTY OF SAN JACINTO  
I, Charlene Yann, hereby certify that this instrument was FILED in file  
number  on the  day of  at the time stamped herein by me  
and was duly RECORDED, in the official public records of San Jacinto  
County, Texas as stamped herein by me on

DEC 28 2006



CHARLENE YANN  
COUNTY CLERK  
SAN JACINTO COUNTY, TEXAS