

03- 8843

CONSERVATION EASEMENT

STATE OF TEXAS §

COUNTY OF SAN JACINTO §

This Grant of Conservation Easement ("Conservation Easement") is made on this 16th day of December, 2003, by Kenneth L. Russell and Marjorie H. Russell, with an address of 1401 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. The 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 approximately 69.161 acres, more or less, located in San Jacinto County, State of Texas, hereinafter referred to as the "Protected Property" and known as the **KENNETH LEE AND MARJORIE HAW RUSSELL ZWICKY CREEK WILDLIFE SANCTUARY**, which is legally described in Exhibit A, attached hereto and incorporated by this reference.

B. The Protected 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 Protected Property protects a tract of undeveloped, mature forest which provides habitat for numerous native plants and animals.

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

4460

Report is a complete and accurate description of the Protected Property at the time of donation of this Conservation Easement. The Report will be used by the Grantor and Grantee to assure that any future changes in the use of the Protected 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 Protected Property if there is a controversy over its use.

D. The Grantor and Grantee have the common purpose of conserving the above-described conservation values of the Protected 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 the Grantor and Grantee wish to avail themselves of the provisions of that law.

NOW, THEREFORE, the 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, and conveys unto the Grantee a Conservation Easement in perpetuity over the Protected Property, of the nature and character as follows:

1. **PURPOSE.** The purpose of this Conservation Easement is to ensure that the Protected Property will be retained forever predominantly in its natural and scenic condition; to protect native plants, animals, and plant communities on the Protected Property; to prevent any use of the Protected Property that will impair or interfere with the conservation values of the Protected Property described herein, while allowing for uses on the Protected Property that are compatible with and not destructive of the conservation values of the Protected 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 Protected Property that is inconsistent with the purposes of this Conservation Easement. However, unless otherwise specified below, nothing in this Conservation Easement shall require the Grantor to take any action to restore the condition of the Protected 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 Protected Property imposed by law.

2. **PROPERTY USES.** Any activity on or use of the Protected 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 Protected Property. Additional retained rights of Grantor are set forth in Paragraph 3 below.

2.1 Subdivision. The Protected Property may not be further divided, subdivided or partitioned except as may be required by law for "green burials".

2.2 Construction. There shall be no further construction of buildings, structures, wells, dams, or other improvements on the Protected Property, nor construction of roads other than those roads that have previously been established. Existing soft-surface roads may be stabilized as necessary to prevent erosion. Perimeter fencing may be built and maintained if necessary to prevent unauthorized entry to the preserve. Gates may be added as necessary to prevent unauthorized passage over existing roads or trails. Additional hiking and interpretive trails may be added as well as hard surface pathways along the routes of trails or existing roads for the passage of electric powered vehicles or for visitation by the handicapped, so long as said construction or improvement maintains the ecological integrity of the Protected Property to the greatest possible extent. Said trails, paths, and roads may be mowed or trimmed for minimal width maintenance. Motorized vehicles shall be restricted to those necessary for security and other officially sanctioned purposes except along the retained road easement described in 2.2a. Shrines or memorials may be constructed on the Protected Property. Site plans for any such structures must be approved by Grantee. Said construction may not result in any significant negative impact to native plants, animals or communities. Trees and shrubs may be trimmed along trails and roadways to improve views.

2.2a Retained Road and Utility Easement. The existing road through the Protected Property, which connects FM 980 with acreage outside the boundary of the Protected

Property is retained by Grantor for access to areas beyond the Protected Property and may be paved. The current cleared right of ways may be utilized as wildlife food plots so long as no invasive or other exotic species are introduced or planted to serve as wildlife food. Grantor retains an underground utility easement within the existing clear roadway right of way. Maximum width of said roadway and utility easement shall be no wider than the currently existing cleared right of way.

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 Protected Property and the purposes of this 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 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 Paragraphs 2.2 and 2.2.a above, and 2.4.a. below, or change in the topography of the Protected Property.

2.4.a. Allowed Excavations: Excavations may be allowed for professionally conducted archaeological or geological studies or for burials of human remains so long as no irreparable harm occurs to the native ecosystems on the Protected Property.

2.5 Recreational Uses. Grantor shall have the right to engage in and permit others to engage in recreational uses of the Protected 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, except white tailed deer, 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. 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 easement in Paragraphs 2.2, 2.2.A, 2.3, 2.4, and 2.4.a. There shall be no additional removal, harvesting, destruction, or cutting of native trees, shrubs, or plants. There shall be no planting of invasive or non-native trees, shrubs, or plants on the Protected Property. Except to accommodate the activities expressly permitted under this 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 Protected Property except for wildlife plots allowed in Paragraph 2.2.a.

As native plant and animal communities and species are subject to human-induced modification, changes may occur that could adversely affect the native species and ecological balance of the Protected Property. Due to fragmentation of most of the world's biomes, it is now impossible for native gene pools to ebb and flow and evolve as in past epochs. Therefore, it is recognized that the native species composition of the Protected Property may change due to factors beyond the control of either Grantee or Grantor. Catastrophic environmental changes may require that Grantor and Grantee, using the best available science, aid the introduction of native species to the Protected 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 Protected 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 experimental activities, including prescribed burns, on parts of the Protected 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 the Grantee that planting or reintroduction of native species through artificial means is necessary to mitigate the loss

of, or unnatural decline of, species due to human activities or natural disasters which have created an unbalance 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 Protected Property. Grantor shall not sell or otherwise transfer water rights associated with the Protected Property.

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

2.9 Biocides. There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, except as approved by Grantee to control invasive species detrimental to the conservation values of the Protected Property.

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 Protected 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 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 Protected Property that would be detrimental to water purity or that could alter the natural water level or flow in or over the Protected 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 the 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 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 Protected Property is prohibited. Commercial development or use that is compatible with wildlife preservation is permitted, provided such development or use does not undermine the conservation values of the Protected 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 Protected Property not prohibited by this Conservation Easement. Prior to making any change in use of the Protected 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 Protected 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 Protected 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 Protected Property one or more times a year after reasonable notice to Grantor, for the purposes of: (a) inspecting the Protected 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 Easement may have occurred or is about to occur, Grantee may enter the Protected Property at a reasonable time and with reasonable notice for the purposes of investigating and documenting said violations.

4.3 Discretionary Consent. The 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 the Grantor and Grantee, the 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 the Grantee's consent shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the purpose of this Conservation Easement. The 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 Protected Property. Notwithstanding the foregoing, the 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 the Grantor or in any way to modify any existing obligation of the Grantor as owners of the Protected Property. Among other things, this shall apply to:

(a) *Taxes* - The Grantor shall be solely responsible for payment of all taxes and assessments levied against the Protected Property.

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

6. **ACCESS.** No right of access by the general public to any portion of the Protected 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. Media may be given tours so that the Protected Property may be described to the general public. Other entry may be allowed by special arrangement. 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 the Grantor and Grantee.

7. **ENFORCEMENT.** The Grantee shall have the right to prevent and correct violations of the terms of this Conservation Easement. With reasonable notice, the Grantee may enter the Protected Property for the purpose of inspecting for violations. If the 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 Protected Property, the Grantee shall give the 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, the Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring the Grantor to restore the Protected Property to its condition prior to the violation. The failure of the 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 easement are in gross and assignable. The 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 the Grantee by this Conservation Easement. If the Grantee ever ceases to exist or no longer qualifies under Sec. 170(h) or applicable state law, a court with jurisdiction shall transfer this easement to another qualified organization having similar purposes that agrees to assume the responsibility.

9. **TRANSFER OF PROPERTY.** The Grantor shall notify the Grantee in writing at least thirty (30) days prior to the transfer of the Protected Property, or any interest therein, to any third party, and the document of conveyance shall expressly refer to this Conservation Easement.

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. The 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 Protected 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 the Grantor and Grantee.

If condemnation of all or part of the Protected 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 the Grantee, this Conservation Easement gives rise to a real property right, immediately vested in the Grantee. If the easement is terminated and the Protected Property is sold or taken for public use, then, as required by Sec. 1.170A-14(g)(6) of the IRS regulations, the 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 easement to the unrestricted fair market value of the Protected Property, as these values are determined at the time of donation of this Conservation Easement. The 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 to the immediate geographic vicinity of the Protected 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 Protected Property that causes injury to a person(s) or damage to property.

14. **TITLE.** The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Protected Property in fee simple and has good right to grant and convey this Conservation Easement; that the Protected 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 the 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:

Kenneth L. and Marjorie H. Russell

1401 19th Street
Huntsville, Texas 77340

To the Grantee:

Natural Area Preservation Association

P. O. Box 162481
Austin, Texas 78716-2481

16. **ENVIRONMENTAL CONDITION.** The Grantor warrants that they have no actual knowledge of a release or threatened release of hazardous substances or wastes on the Protected 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 the 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 Protected Property.
20. **RE-RECORDING.** In order to ensure the perpetual enforceability of the Conservation Easement, the 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 Protected 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 Exhibit is incorporated within this Easement:

Exhibit A: Description of Protected Property

24. **ACCEPTANCE & EFFECTIVE DATE.** As attested by the signature of its authorized representative affixed hereto, the 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 the 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.

GRANTORS:

Marjorie H Russell (SEAL)

K L Russell (SEAL)

STATE OF TEXAS §

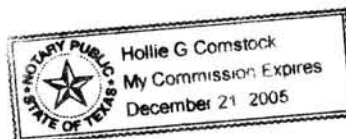
COUNTY OF SAN JACINTO §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth L. Russell and Marjorie H. 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 16th day of December, 2003.

Hollie G Comstock (SEAL)

NOTARY PUBLIC



My commission expires:

12/21/2005

GRANTEE:

37672

By: Edward C Fritz (SEAL)

Its: Secretary

STATE OF TEXAS §

COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Edward C Fritz 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 18th day of December, 2003.

Karen J. Macko (SEAL)
NOTARY PUBLIC



My commission expires:
2/17/04

EXHIBIT "A"
FIELD NOTE DESCRIPTION
KENNETH AND MARJORIE RUSSELL ZWICKY CREEK WILDLIFE
SANCTUARY

State of Texas

County of San Jacinto

Being 69.161 acres of land situated in the State of Texas, County of San Jacinto, a part of the T. J. Chambers Survey, A-7, and being out of the 271.258 acre tract described in deed to Robert Kyle Reneau and Beth C. Reneau recorded in Volume 292, Page 374 of the San Jacinto County Official Public Records, and this 69.161 acre tract being more particularly described by metes and bounds as follows:

Beginning at the most southern corner of said 271.258 acre tract located in the centerline of Zwicky Creek at its intersection with the east line of a called 15.341 acre tract described as "Part VIII" in deed to the State of Texas recorded in volume 120, Page 82 of the San Jacinto County Deed Records, same being the east right of way line of F. M. Highway 980;

Thence N 34° 21' 00" W 3,189.75 feet along the east right of way line of said F. M. Highway 980, common in part with the east lines of said State of Texas called 15.341 acre tract and said State of Texas called 22.540 acre tract, to a concrete right-of-way monument found marking a transition point in said right of way line;

Thence N 23° 02' 24" W 101.98 feet along the east right of way line of said F. M. Highway 980, same being the east line of said State of Texas called 22.540 acre tract, to a ½" iron rod set marking an angle point in said right of way line;

Thence N 34° 21' 00" W 146.72 feet along the east right of way line of said F. M. Highway 980, same being the east line of said State of Texas called 22.540 acre tract, to a ½" iron rod set at the intersection of said right of way line with the centerline of Browns Creek, said point being the most western corner of the herein described 69.161 acre tract;

Thence along the centerline of Browns Creek with its meanders as follows:

N 43° 01' 04" E 118.73 feet to a ½" iron rod set for corner;
S 64° 49' 23" E 102.32 feet to a ½" iron rod set for corner;
S 86° 50' 07" E 116.75 feet to a ½" iron rod set for corner;
S 11° 27' 14" E 163.58 feet to a ½" iron rod set for corner;
S 80° 03' 40" E 181.12 feet to a ½" iron rod set for corner;
N 59° 56' 58" E 137.84 feet to a ½" iron rod set for corner;
N 30° 52' 32" E 102.53 feet to a ½" iron rod set for corner;
N 77° 14' 19" E 132.54 feet to a ½" iron rod set for corner;

37674

S 84° 12' 11" E 128.08 feet to a 1/2 " iron rod set for corner;
S 65° 54' 50" E 46.28 feet to a 5/8" iron rod found for corner located on the common boundary line between said Reneau 271.258 acre tract and the called 562.68 acres described as "Tract F-33" in deed to the Trinity River authority of Texas recorded in volume 108, Page 161 of said Deed Records, same being the Fee Take Line of Lake Livingston;

Thence along the common boundary line between said Reneau 271.258 acre tract and said Trinity River Authority called 562.68 acre tract as follows:

S 09° 09' 15" E 114.27 feet to a 5/8 " iron rod set for corner,
S 32° 03' 02" E 146.47 feet to a 5/8 " iron rod set for corner,
S 61° 23' 37" E 174.58 feet to a 5/8 " iron rod set for corner,
N 88° 09' 05" E 149.99 feet to a 5/8 " iron rod set for corner,
S 70° 38' 24" E 153.01 feet to a 5/8 " iron rod set for corner,
S 57° 57' 08" E 82.58 feet to a 5/8" iron rod set for corner,
S 33° 58' 13" E 1,991.14 feet to a point for corner;
S 56° 32' 00" W 198.66 fee to a point for corner,
S 87° 33' 00" W 97.11 feet to a 5/8" iron rod found for corner,
S 42° 44' 20" W 198.93 feet to a 5/8" iron rod found for corner,
S 47° 16' 36" W 283.65 feet to a 5/8" iron rod found for corner, and
S 46° 46' 38" E 38.62 feet to a point for corner in the centerline of Zwicky Creek;

Thence along the centerline of Zwicky Creek as follows:

S 20° 56' 42" W 95.19 feet to a point for corner,
S 70° 47' 29" W 98.10 feet to a point for corner,
S 40° 07' 26" W 65.12 feet to a point for corner,
S 11° 53' 18" W 139.95 feet to the place of beginning and containing within these bounds 69.161 acres of land.

CLERK'S NOTICE: ANY PROVISION 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.

FILED FOR
RECORD

2003 DEC 30 A 9: 26

Charlene Vann
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

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

DEC 30 2003



CHARLENE VANN
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS