

## CONSERVATION EASEMENT

STATE OF TEXAS §  
COUNTY OF SAN JACINTO§

### GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement ("Conservation Easement") is made on this 21st day of December, 2001, by Marjorie H. Russell and Kenneth L. Russell, with an address of 1620 Woodland Lane, Huntsville, Texas 77340, 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 311.877 acres located in San Jacinto County, State of Texas, hereinafter referred to as the "Protected Property," which has significant ecological value in its present state as natural habitat. Said property consists of two contiguous designated conservation areas as follows: (A) "The Marjorie H. and Kenneth L. Russell Alligator Preserve" which consists of a natural tract of 111.45 acres more or less in the John Williams Survey, A-328, San Jacinto County, Texas R48760, bounded on the north by the Richard Bankhead Survey, on the east by the B. B. Goodrich and J.H. Dooley Surveys, on the south by a common boundary with The Trinity River Authority and the 20-acre tract R86880, and on the west by the Francis Kennedy and J. P. Tipton Surveys. (B) "The Marjorie H. and Kenneth L. Russell Research Natural Area" which consists of a natural tract of 200.427 acres more or less in the Francis Kennedy Survey, A-194, San Jacinto County, Texas R87460, bounded on the north by the J.P. Tipton Survey, on the north and east by the John Williams Survey and on the south by The Trinity River Authority and a subdivision known as Park Forest Village (part of the Waterwood area).

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 large tract of 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 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, bargains, sells 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 white-tailed deer and 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.

2.2 Construction. There shall be no further construction of buildings, structures, wells, roads, dams, or other improvements on the Protected Property, except that perimeter fencing may be built and maintained if necessary to prevent unauthorized entry to the preserve. Existing soft-surface roads may be stabilized as necessary to prevent erosion. Additional hiking and interpretive trails may be added as well as hard surface pathways for the passage of electric powered vehicles 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. As the Protected Property is intended to be part of a larger conservation area designated for spiritual retreat and meditation, to be known as The Great Spirit Wilderness and the Holy Trinity Wilderness Cathedral, established by the Universal Ethician Church, small shrines or memorials may be constructed at the edge of trails, paths, or roads.

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 Paragraph 2.2 above, or change in the topography of 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. White-tailed deer are the only native species of wildlife that may be hunted under any circumstances. All other native species are to be strictly protected, including but not limited to native insects, microorganisms, venomous snakes, alligators, and all other native creatures, 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, 2.3, and 2.4. 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.

As the entire ecological balance of the Earth, along with native plant and animal communities, is threatened by 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 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 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, aids the introduction of native species which in a non-fragmented world would enter the Protected Property to fill the ecological niches 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 appropriate in an unfragmented 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.

Prescribed burning or other measures intended to artificially simulate natural processes must be based on the best available science and must be demonstrated to be appropriate to the site, season, and landscape. Prescribed burning can only be undertaken with approval of both Grantor and Grantee.

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.

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. Encounters that might lead to the death of a predator must be avoided if at all possible. However, if it is determined through scientific study that a threat to a rare or endangered species, to the native ecological balance, 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 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. Should transfer be made to The Universal Ethician Church or Russell Ministries or any sub-division thereunder or a related faith-based entity including cemetery associations dedicated to "caring for Creation," Grantee agrees to allow religious services, meditation, and human and pet ash dispersal provided that said uses do not impair or damage the native biological integrity of the Protected Property.

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.

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 affect 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 biosphere 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. First refusal rights for any transfer shall be to any qualified division or affiliate of The Universal Ethician Church. The only costs associated with such a transfer would be those associated with the transfer itself, which would be assumed by The Universal Ethician Church or an associated qualified organization.

9. **TRANSFER OF PROPERTY.** Any time the Protected Property, or any interest therein, is transferred by the Grantor to any third party, the Grantor shall notify the Grantee in writing at least thirty (30) days prior to the transfer of the Protected Property, 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 a part of the Protected Property or of the entire 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 area of the Great Spirit Wilderness and/or Holy Trinity Wilderness Cathedral areas.

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:  
Marjorie and Kenneth Russell  
1620 Woodland Lane  
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/Map? 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.

GRANTOR:(S)

Kenneth L. Russell (SEAL)  
Kenneth L. Russell

Marjorie H. Russell  
Marjorie H. Russell

GRANTEE:

By: Edward C. Fritz (SEAL)

Its Secretary

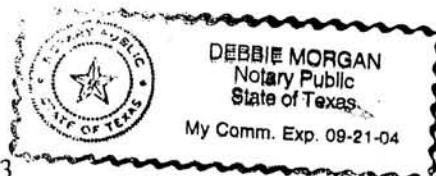
STATE OF TEXAS X

COUNTY OF DALLAS X

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD C. FRITZ, known to me 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 24 day of December, 2001.

Debbie Morgan  
NOTARY PUBLIC

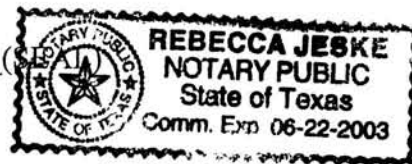


STATE OF Texas §  
COUNTY OF Walker §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth and Marjorie Russe known to me 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 21 day of December, 2001.

Rebecca Jeske  
NOTARY PUBLIC



My commission expires:  
10-22-2003

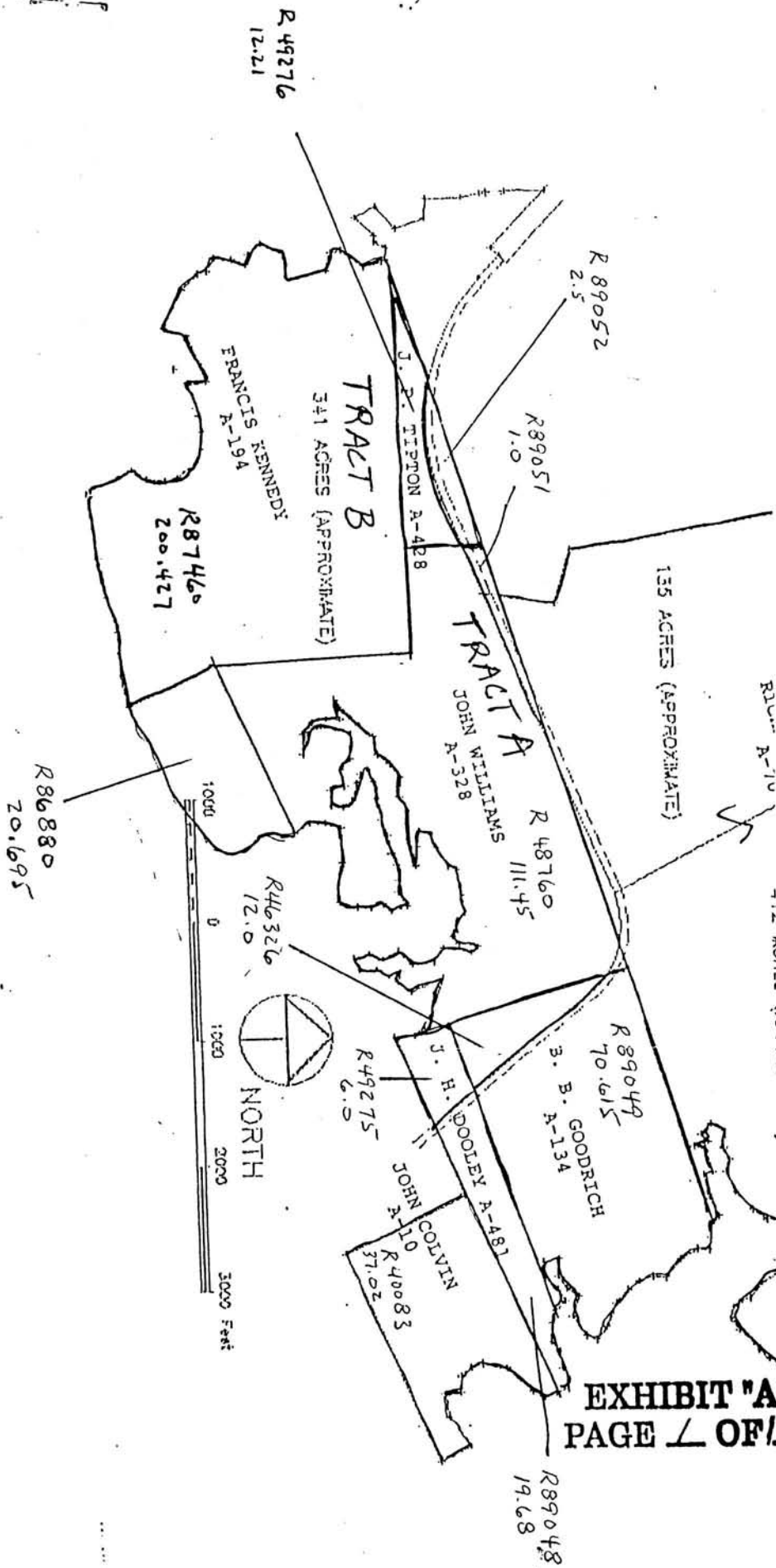


EXHIBIT "A"  
PAGE 1 OF 1

BIODIVERSITY IN GOERGE H. RUSSELL PRESERVE  
ON LAKE LIVINGSTON, WALKER COUNTY, TEXAS  
By Edward C. Fritz  
May 17, 1998

In a two-hour visit to the 900-acre potential preserve, on the west bank of Lake Livingston, near Waterwood Country Club, we identified a cross-section of as many species as we would expect to see in an upland hardwood/pine forest that had not been burned or significantly impaired, except for one clearcut without site-prep and planting, about 1890, and one mature pine selection cut around 1983. A graded dirt road (easement to other private land) runs through it.

We saw most native species of trees and stands of this habitat, also of wetter habitat with the exception of beech and birch.

We also saw the typical forbs of upland hardwood/pine, including May apple, Elephant toes, Meadow beauty, Slender yucca, Swamp palmetto, Coreopsis. Lizard-tail (in a wet place). Forest grasses and sedges abound.

Oaks included Post, Blackjack, Southern red, White, Water, Bur, Laurel. Among other trees were Red maple, Woolly bumelia, American elm, Cedar elm, Sugar berry, Red mulberry, White ash Mockernut hickory, Pecan, Persimmon, Eastern dogwood, Plum-leaf viburnum, Redbud, Little-hip hawthorn, Parsley haw, American hornbeam, Honey locust, Loblolly pine.

There were some ferns and many vines, including Muscadine grape, Rattan, Virginia creeper, Crossvine, and Poison ivy.

Giant cane grows up to 15 feet high.

Numerous species of birds were singing. We sighted a bald eagle and five deer. Alligators up to 12 feet in length are seen



regularly from the lake shore boundary of the tract. Animal tracks included raccoons, possums, and possibly coyotes. Frogs are numerous, including along the creek which comprises a short stretch of the southern boundary of the tract. We saw crawfish mounds in some of the wet spots. Great egrets, Great blue herons, and Little blue herons frequent the inlets of Lake Livingston into the tract, and probably have some nests on parts of the tract not yet explored.

This forest proves that the native upland hardwood/pine forest was more than 90% hardwood, with great biodiversity.

Purchase price may be \$2 million. Russells may donate half or more.

*Natural Area Preservation Association, Inc.*



4144 Cochran Chapel Road  
Dallas, Texas 75209

May 17, 1998

~~- Bobcat -~~  
*An inhabitant of six NAPA refuges*

Mr. and Mrs. George Russell  
1401 19th Street  
Huntsville, TX 77340

Dear George and Sue:

Thanks again for the enjoyable hospitality Friday and Saturday, and I have good news to add. Our executive committee of NAPA has agreed informally to accept the donation of the hardwood/pine preserve, if you decide to proceed with it. As to how much money we could raise to help to pay for it, we'd appreciate more details from you before we can work something out. We are amenable to whatever you decide as to the time sequence of any donation. We would even consider making a bargain purchase from you if you wanted to buy the land first and then to make a bargain sale to us. Let us know what approach fits best with your finances. If necessary, we'll try to raise part of the purchase price.

Enclosed is my first stab at describing the biodiversity of the tract.

Randy Parten may accompany us to visit the J.B. Arnold 300-400 acre virgin forest on the Trinity River just north of his ranch. I'll see if we can line up a date in June for such a visit. You may or may not be able and desirous of going.

Most of all, that was a great time with you, Anne, and Andrew. Come visit us whenever you'd like.

Cordially,

Edward C. Fritz, Secretary

ECF:edf

Encl.

cc: Joe Pumphrey  
Sandy Penz  
Katherine Goodbar

P.S. So far, everybody talked to on TCONR's board would like to have our annual October meeting at your farm, or rental suggestions. Please advise which weekends in October would be acceptable to you.

# Russell Ministries

1401 19<sup>th</sup> Street  
Huntsville, Texas 77340  
936.295.5767 Telephone 936.294.0233 Fax  
[WWW.RUSSELLMINISTRIES.ORG](http://WWW.RUSSELLMINISTRIES.ORG)  
[evn@edvidnet.com](mailto:evn@edvidnet.com)

To: Chief Appraiser  
San Jacinto County Fax 936-653-5271

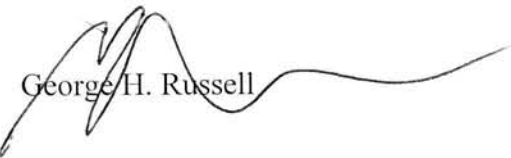
Subject: Conservation Easements of Kenneth L. Russell and Marjorie H. Russell

I was not aware of the April 30<sup>th</sup> filing deadline until April 30<sup>th</sup> for the APPLICATION FOR RESTRICTED-USE TIMBER LAND APPRAISAL.


As some of the documentation is at our accountant's office, other in my father's safe at his house, and other parts in my office, I am asking that you please extend my parent's filing deadline for the full 15 days as allowed by statute for good cause.

My father is 91 and my mother is 86 and it sometimes takes them longer to accomplish complex tasks even with my help.

Please let me know by return fax if you approve the extended deadline so that I may work toward helping them to complete this rather difficult task.

  
George H. Russell

Thanks Linda,  
Let me know if there is  
any thing else I need to furnish.

  
P.S. I forgot to fax the plant  
inventory. (not all species on this list,  
will be found on the 311 acres as this  
list pertains to the entire 2,000+ acres)



Acanthaceae	Hygrophila lacustris	Occasional
Acanthaceae	Justicia ovata	Uncommon
Acanthaceae	Ruellia humilis	Common
Acanthaceae	Ruellia nudiflora (V)	Uncommon
Acanthaceae	Ruellia pedunculata	Occasional
Aceraceae	Acer rubrum	Occasional
Aiozaceae	Molluga verticillata	Occasional
Alismataceae	Echinodorus cordifolius	Occasional
Alismataceae	Sagittaria platyphylla	Uncommon
Anacardiaceae	Rhus aromatica	Uncommon
Anacardiaceae	Rhus copallinum	Occasional
Anacardiaceae	Toxicodendron radicans	Frequent
Apiaceae	Centella erecta	Uncommon
Apiaceae	Chaerophyllum tainturieri	Uncommon
Apiaceae	Polytaenia nuttallii	Frequent
Apiaceae	Ptilimnium nuttallii	Common
Apiaceae	Spermolepsis inermis	Common
Aquifoliaceae	Ilex americana	Common
Aquifoliaceae	Ilex decidua	Common
Aquifoliaceae	Ilex vomitoria	Abundant
Araceae	Arisaema dracontium	Rare
Araceae	Pistia stratiodes	Uncommon
Araliaceae	Aralia spinosa	Occasional
Arecaceae	Sabal minor	Common
Asclepiadaceae	Asclepias tuberosa	Uncommon
Asclepiadaceae	Asclepias viridiflora	Uncommon
Asclepiadaceae	Asclepias viridis	Uncommon
Asclepiadaceae	Matelea gonocarpa	Rare
Aspleniaceae	Asplenium platyneuron	Common
Asteraceae	Ambrosia psilostachya	Common
Asteraceae	Ambrosia trifida	Common
Asteraceae	Aster drummondii	Abundant
Asteraceae	Aster ericoides (V)	Uncommon
Asteraceae	Aster lateriflorus	Common
Asteraceae	Aster pratensis	Uncommon
Asteraceae	Aster oolentangiensis (V)	Rare
Asteraceae	Aster patens	Common
Asteraceae	Aster paludosus	Rare
Asteraceae	Aster subulatus	Uncommon
Asteraceae	Baccharis halimifolia	Occasional
Asteraceae	Berlandiera pumila	Uncommon
Asteraceae	Bigelowia nuttallii	Uncommon
Asteraceae	Boltonia diffusa	Common
Asteraceae	Chaetopappa asteroides	Uncommon
Asteraceae	Chrysopsis pilosa	Uncommon
Asteraceae	Chrysopsis texana	Uncommon
Asteraceae	Cirsium carolinianum	Rare
Asteraceae	Cirsium horridulum	Uncommon
Asteraceae	Conyza canadensis	Uncommon
Asteraceae	Coreopsis basalis	Uncommon
Asteraceae	Coreopsis lanceolata	Uncommon
Asteraceae	Croptilon divaricata	Uncommon

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Plants of the  
Greater Holy.  
Trinity  
Wilderness  
Cathedral of  
which the  
Conservation  
casements are  
a part.



<b>Asteraceae</b>	<i>Echinacea sanguinea</i>	Occasional
<b>Asteraceae</b>	<i>Eclipta prostrata</i>	Occasional
<b>Asteraceae</b>	<i>Elephantopus carolinianus</i>	Uncommon
<b>Asteraceae</b>	<i>Elephantopus nudatus</i>	Occasional
<b>Asteraceae</b>	<i>Elephantopus tomentosus</i>	Occasional
<b>Asteraceae</b>	<i>Englemannia peristenia</i>	Uncommon
<b>Asteraceae</b>	<i>Erigeron strigosus</i>	Occasional
<b>Asteraceae</b>	<i>Erigeron tenuis</i>	Occasional
<b>Asteraceae</b>	<i>Eupatorium capillifolium</i>	Uncommon
<b>Asteraceae</b>	<i>Eupatorium coelestinum</i>	Common
<b>Asteraceae</b>	<i>Eupatorium semiserratum</i>	Occasional
<b>Asteraceae</b>	<i>Eupatorium serotinum</i>	Occasional
<b>Asteraceae</b>	<i>Euthamia leptcephala</i>	Occasional
<b>Asteraceae</b>	<i>Evax candida</i>	Occasional
<b>Asteraceae</b>	<i>Facelis retusa</i>	Uncommon
<b>Asteraceae</b>	<i>Gaillardia pulchella</i>	Uncommon
<b>Asteraceae</b>	<i>Grindelia lanceolata</i>	Uncommon
<b>Asteraceae</b>	<i>Gutierrezia dranunculoides</i>	Occasional
<b>Asteraceae</b>	<i>Helenium amarum</i>	Occasional
<b>Asteraceae</b>	<i>Helianthus maximiliani</i>	Common
<b>Asteraceae</b>	<i>Hymenopappus artemisiifolius</i>	Uncommon
<b>Asteraceae</b>	<i>Hymenoxys linearis</i>	Common
<b>Asteraceae</b>	<i>Iva angustifolia</i>	Common
<b>Asteraceae</b>	<i>Iva annua</i>	Common
<b>Asteraceae</b>	<i>Krigia caespitosa</i>	Common
<b>Asteraceae</b>	<i>Krigia occidentalis</i>	Common
<b>Asteraceae</b>	<i>Liatris aspera</i>	Occasional
<b>Asteraceae</b>	<i>Liatris cymosa</i>	Occasional
<b>Asteraceae</b>	<i>Liatris elegans</i>	Uncommon
<b>Asteraceae</b>	<i>Liatris mucronata</i>	Common
<b>Asteraceae</b>	<i>Liatris pycnostachya</i>	Uncommon
<b>Asteraceae</b>	<i>Liatris squarrosa</i>	Uncommon
<b>Asteraceae</b>	<i>Mikania scandens</i>	Uncommon
<b>Asteraceae</b>	<i>Packera obovata</i>	Common
<b>Asteraceae</b>	<i>Palafoxia rosea</i>	Common
<b>Asteraceae</b>	<i>Pityopsis graminifolia</i>	Occasional
<b>Asteraceae</b>	<i>Pluchea odorata</i>	Common
<b>Asteraceae</b>	<i>Pseudognaphalium obtusifolium</i>	Uncommon
<b>Asteraceae</b>	<i>Pyrrhopappus carolinianus</i>	Uncommon
<b>Asteraceae</b>	<i>Rudbeckia hirta</i>	Common
<b>Asteraceae</b>	<i>Rudbeckia maxima</i>	Frequent
<b>Asteraceae</b>	<i>Rudbeckia missouriensis</i>	Uncommon
<b>Asteraceae</b>	<i>Solidago canadensis</i>	Common
<b>Asteraceae</b>	<i>Solidago ulmifolia</i>	Common
<b>Asteraceae</b>	<i>Verbesina virginica</i>	Common
<b>Asteraceae</b>	<i>Vernonia texana</i>	Uncommon
<b>Berberidiaceae</b>	<i>Nandina domestica</i>	Uncommon
<b>Berberidiaceae</b>	<i>Podophyllum peltatum</i>	Uncommon
<b>Betulaceae</b>	<i>Carpinus caroliniana</i>	Common
<b>Betulaceae</b>	<i>Ostrya virginiana</i>	Common
<b>Bignoniaceae</b>	<i>Bignonia capreolata</i>	Occasional
<b>Bignoniaceae</b>	<i>Campsis radicans</i>	Frequent

<b>Boraginaceae</b>	<i>Heliotropium indica</i>	Uncommon
<b>Boraginaceae</b>	<i>Heliotropium procumbens</i>	Rare
<b>Boraginaceae</b>	<i>Heliotropium tenellum</i>	Uncommon
<b>Boraginaceae</b>	<i>Lithospermum incisum</i>	Uncommon
<b>Boraginaceae</b>	<i>Myosotis macrosperma</i>	Common
<b>Brassicaceae</b>	<i>Cardamine parviflora</i>	Uncommon
<b>Brassicaceae</b>	<i>Lepidium virginicum</i>	Common
<b>Brassicaceae</b>	<i>Sibaria virginica</i>	Rare
<b>Bromeliaceae</b>	<i>Tillandsia usneoides</i>	Common
<b>Cactaceae</b>	<i>Opuntia humifusa</i>	Uncommon
<b>Callitrichaceae</b>	<i>Callitriche heterophylla</i>	Uncommon
<b>Callitrichaceae</b>	<i>Callitriche nuttallii</i>	Rare
<b>Campanulaceae</b>	<i>Triodanis biflora</i>	Common
<b>Caprifoliaceae</b>	<i>Lonicera japonica</i>	Uncommon
<b>Caprifoliaceae</b>	<i>Lonicera sempervirens</i>	Occasional
<b>Caprifoliaceae</b>	<i>Sambucus canadensis</i>	Frequent
<b>Caprifoliaceae</b>	<i>Symphiocarpos orbiculatus</i>	Uncommon
<b>Caprifoliaceae</b>	<i>Viburnum rufidulum</i>	Common
<b>Caryophyllaceae</b>	<i>Cerastium glomeratum</i>	Uncommon
<b>Caryophyllaceae</b>	<i>Minuartia muscorum</i>	Common
<b>Caryophyllaceae</b>	<i>Minuartia patula</i>	Rare
<b>Caryophyllaceae</b>	<i>Stellaria media</i>	Frequent
<b>Chenopodiaceae</b>	<i>Chenopodium ambrosioides</i>	Uncommon
<b>Cistaceae</b>	<i>Lechea tenuifolia</i>	Occasional
<b>Clusiaceae</b>	<i>Hypericum drummondii</i>	Uncommon
<b>Clusiaceae</b>	<i>Hypericum hypericoides</i>	Common
<b>Commelinaceae</b>	<i>Commelina diffusa</i>	Rare
<b>Commelinaceae</b>	<i>Commelina erecta</i>	Occasional
<b>Commelinaceae</b>	<i>Commelina virginica</i>	Common
<b>Commelinaceae</b>	<i>Tradescantia hirsutiflora</i>	Common
<b>Convolvulaceae</b>	<i>Dichondra carolinense</i>	Common
<b>Convolvulaceae</b>	<i>Ipomea cordatotriloba</i>	Uncommon
<b>Convolvulaceae</b>	<i>Ipomea wrightii</i>	Rare
<b>Convolvulaceae</b>	<i>Stylisma humistrata</i>	Frequent
<b>Cornaceae</b>	<i>Cornus drummondii</i>	Common
<b>Cornaceae</b>	<i>Cornus florida</i>	Frequent
<b>Crassulaceae</b>	<i>Crassula aquatica</i>	Uncommon
<b>Cupressaceae</b>	<i>Juniperus virginiana</i>	Frequent
<b>Cyperaceae</b>	<i>Bulbostylis ciliatifolia</i> (BRIT)	Uncommon
<b>Cyperaceae</b>	<i>Carex albicans</i>	Common
<b>Cyperaceae</b>	<i>Carex bulbostylis</i> (Keith 118)	Uncommon
<b>Cyperaceae</b>	<i>Carex bushii</i>	Common
<b>Cyperaceae</b>	<i>Carex caroliniana</i> (Keith 120)	Uncommon
<b>Cyperaceae</b>	<i>Carex cherokeensis</i>	Common
<b>Cyperaceae</b>	<i>Carex complanata</i>	Common
<b>Cyperaceae</b>	<i>Carex flaccosperma</i>	Occasional
<b>Cyperaceae</b>	<i>Carex microdonta</i>	Occasional
<b>Cyperaceae</b>	<i>Carex oxylepsis</i> (Keith 117)	Uncommon
<b>Cyperaceae</b>	<i>Carex striatula</i> (Keith 119)	Uncommon
<b>Cyperaceae</b>	<i>Carex texensis</i> (Keith 116)	Occasional
<b>Cyperaceae</b>	<i>Cyperus compressus</i> (SBSC)	Rare
<b>Cyperaceae</b>	<i>Cyperus erythrorhizos</i>	Occasional



Cyperaceae	Cyperus odoratus	Common
Cyperaceae	Cyperus pseudovegetus	Common
Cyperaceae	Cyperus reflexus (SBSC)	Rare
Cyperaceae	Cyperus retroflexus	Common
Cyperaceae	Cyperus retrosus	Common
Cyperaceae	Cyperus squarrosus	Occasional
Cyperaceae	Cyperus strigosus	Uncommon
Cyperaceae	Eleocharis montevidensis	Frequent
Cyperaceae	Fimbristylis puberla	Occasional
Cyperaceae	Fuirena simplex var. aristulata (BRIT)	Rare
Cyperaceae	Fuirena simplex var. simplex (BRIT)	Rare
Cyperaceae	Isolepis carinata	Common
Cyperaceae	Isolepis molesta (Keith 121)	Uncommon
Cyperaceae	Rhynchospora corniculata	Occasional
Cyperaceae	Rhynchospora globularis	Frequent
Cyperaceae	Scleria oligantha	Frequent
Dennstaedtiaceae	Pteridium aquilinum	Frequent
Dioscoreaceae	Dioscorea villosa	Uncommon
Droseraceae	Drosera sp	Rare
Dryopteridaceae	Cyrtomium falcatum (BRIT)	Rare
Dryopteridaceae	Onoclea sensibilis	Uncommon
Dryopteridaceae	Polystichum acrostichoides	Occasional
Ebenaceae	Diospyros virginiana	Frequent
Equisetaceae	Equisetum hyemale	Uncommon
Ericaceae	Vaccinium arboreum	Uncommon
Euphorbiaceae	Acalypha gracilens	Uncommon
Euphorbiaceae	Chamaesyce cordifolia	Occasional
Euphorbiaceae	Chamaesyce maculata	Uncommon
Euphorbiaceae	Chamaesyce nutans	Common
Euphorbiaceae	Cnidoscolus texanus	Uncommon
Euphorbiaceae	Croton capitatus	Frequent
Euphorbiaceae	Croton glandulosus	Frequent
Euphorbiaceae	Croton michauxii	Uncommon
Euphorbiaceae	Croton monathogynus	Abundant
Euphorbiaceae	Euphorbia bicolor	Common
Euphorbiaceae	Euphorbia corollata	Common
Euphorbiaceae	Euphorbia dentata	Common
Euphorbiaceae	Tragia urticifolia	Uncommon
Fabaceae	Acacia hirta	Uncommon
Fabaceae	Albizia julibrissin	Uncommon
Fabaceae	Astalagus distortus	Occasional
Fabaceae	Baptisia bracteata	Common
Fabaceae	Baptisia nuttaliana	Uncommon
Fabaceae	Cassia fasciculata	Occasional
Fabaceae	Cercis canadensis	Uncommon
Fabaceae	Clitoria mariana	Occasional
Fabaceae	Dalea compacta	Occasional
Fabaceae	Dalea multiflora	Uncommon
Fabaceae	Desmanthus illinoiensis	Uncommon
Fabaceae	Desmodium glutinosum	Occasional
Fabaceae	Desmodium nudiflorum	Uncommon
Fabaceae	Erythrina herbacea	Uncommon

<b>Fabaceae</b>	<i>Galactia volubilis</i>	Uncommon
<b>Fabaceae</b>	<i>Gleditsia aquatica</i>	Occasional
<b>Fabaceae</b>	<i>Gleditsia triacanthos</i>	Occasional
<b>Fabaceae</b>	<i>Indigofera miniata</i>	Occasional
<b>Fabaceae</b>	<i>Indigofera suffruticosa</i>	Rare
<b>Fabaceae</b>	<i>Kummerowia stipulacea</i>	Uncommon
<b>Fabaceae</b>	<i>Kummerowia striata</i>	Occasional
<b>Fabaceae</b>	<i>Lespedeza hirta</i>	Occasional
<b>Fabaceae</b>	<i>Lespedeza procumbens</i>	Occasional
<b>Fabaceae</b>	<i>Lespedeza repens</i>	Uncommon
<b>Fabaceae</b>	<i>Lespedeza virginica</i>	Uncommon
<b>Fabaceae</b>	<i>Mimosa nuttallii</i>	Common
<b>Fabaceae</b>	<i>Mimosa strigillosa</i>	Common
<b>Fabaceae</b>	<i>Neptunia lutea</i>	Occasional
<b>Fabaceae</b>	<i>Rhynchosia latifolia</i>	Common
<b>Fabaceae</b>	<i>Sesbania drummondii</i>	Occasional
<b>Fabaceae</b>	<i>Sesbania vesicaria</i>	Uncommon
<b>Fabaceae</b>	<i>Strophostyles helvola</i>	Uncommon
<b>Fabaceae</b>	<i>Strophostyles umbellata</i>	Common
<b>Fabaceae</b>	<i>Tephrosia onobrychoides</i>	Uncommon
<b>Fabaceae</b>	<i>Trifolium campestre</i>	Common
<b>Fabaceae</b>	<i>Trifolium dubium</i>	Common
<b>Fabaceae</b>	<i>Trifolium repens</i>	Uncommon
<b>Fabaceae</b>	<i>Vicia ludoviciana</i>	Common
<b>Fabaceae</b>	<i>Vicia sativa</i>	Common
<b>Fagaceae</b>	<i>Quercus alba</i>	Occasional
<b>Fagaceae</b>	<i>Quercus falcata</i>	Uncommon
<b>Fagaceae</b>	<i>Quercus lyrata</i>	Common
<b>Fagaceae</b>	<i>Quercus nigra</i>	Uncommon
<b>Fagaceae</b>	<i>Quercus pagoda</i>	Frequent
<b>Fagaceae</b>	<i>Quercus phellos</i>	Common
<b>Fagaceae</b>	<i>Quercus shumardii</i>	Occasional
<b>Fagaceae</b>	<i>Quercus stellata</i>	Abundant
<b>Geraniaceae</b>	<i>Geranium carolinianum</i>	Common
<b>Hamamelidaceae</b>	<i>Liquidambar styraciflua</i>	Abundant
<b>Hippocastanaceae</b>	<i>Aesculus pavia</i>	Uncommon
<b>Hydrophyllaceae</b>	<i>Hydrolea ovata</i>	Uncommon
<b>Iridaceae</b>	<i>Herbertia lahue</i>	Rare
<b>Iridaceae</b>	<i>Sisyrinchium angustifolium</i>	Common
<b>Iridaceae</b>	<i>Sisyrinchium langlosii</i>	Occasional
<b>Juglandaceae</b>	<i>Carya aquatica</i>	Uncommon
<b>Juglandaceae</b>	<i>Carya illinoensis</i>	Occasional
<b>Juglandaceae</b>	<i>Carya texana</i>	Uncommon
<b>Juglandaceae</b>	<i>Carya tomentosa</i>	Common
<b>Juglandaceae</b>	<i>Juglans nigra</i>	Occasional
<b>Juncaceae</b>	<i>Juncus acuminatus</i>	Uncommon
<b>Juncaceae</b>	<i>Juncus brachycarpus</i>	Common
<b>Juncaceae</b>	<i>Juncus diffusissimus</i>	Uncommon
<b>Juncaceae</b>	<i>Juncus effusus</i>	Common
<b>Juncaceae</b>	<i>Juncus marginatus</i>	Common
<b>Juncaceae</b>	<i>Juncus tenuis</i>	Common
<b>Juncaceae</b>	<i>Juncus torreyi</i> (V)	Rare



<b>Juncaceae</b>	<i>Juncus validus</i>	Rare
<b>Juncaceae</b>	<i>Luzula bulbosa</i>	Common
<b>Krameriaceae</b>	<i>Krameria lanceolata</i>	Uncommon
<b>Lamiaceae</b>	<i>Lycopus rubellus</i>	Uncommon
<b>Lamiaceae</b>	<i>Monarda citriodora</i>	Occasional
<b>Lamiaceae</b>	<i>Monarda fistulosa</i>	Uncommon
<b>Lamiaceae</b>	<i>Monarda punctata</i>	Common
<b>Lamiaceae</b>	<i>Perilla frutescens</i>	Uncommon
<b>Lamiaceae</b>	<i>Prunella vulgaris</i>	Common
<b>Lamiaceae</b>	<i>Salvia azurea</i>	Common
<b>Lamiaceae</b>	<i>Salvia lyrata</i>	Common
<b>Lamiaceae</b>	<i>Scutellaria elliptica</i>	Common
<b>Lamiaceae</b>	<i>Scutellaria ovata</i>	Uncommon
<b>Lamiaceae</b>	<i>Teucrium canadense</i>	Uncommon
<b>Lauraceae</b>	<i>Sassafras albidum</i>	Common
<b>Lemnaceae</b>	<i>Lemna obscura</i>	Common
<b>Lemnaceae</b>	<i>Lemna valdiviana</i>	Uncommon
<b>Liliaceae</b>	<i>Allium drummondii</i> (Keith 95)	Uncommon
<b>Liliaceae</b>	<i>Habranthus tubispathus</i>	Uncommon
<b>Liliaceae</b>	<i>Nothoscordum bivalve</i>	Abundant
<b>Liliaceae</b>	<i>Yucca louisianica</i>	Uncommon
<b>Linaceae</b>	<i>Linum rigidum</i> var. <i>berlandieri</i>	Uncommon
<b>Linaceae</b>	<i>Linum s</i>	Uncommon
<b>Loganiaceae</b>	<i>Gelsemium sempervirens</i>	Abundant
<b>Loganiaceae</b>	<i>Polypremum procumbens</i>	Common
<b>Magnoliaceae</b>	<i>Magnolia grandiflora</i>	Occasional
<b>Malvaceae</b>	<i>Hibiscus laevis</i>	Common
<b>Malvaceae</b>	<i>Hibiscus moscheutos</i>	Common
<b>Malvaceae</b>	<i>Malviscus arborea</i>	Occasional
<b>Malvaceae</b>	<i>Modiola caroliniana</i>	Common
<b>Malvaceae</b>	<i>Sida rhombifolia</i>	Common
<b>Marsileaceae</b>	<i>Marsilea vestitata</i> (V)	Rare
<b>Meliaceae</b>	<i>Melia azedarch</i>	Uncommon
<b>Menispermaceae</b>	<i>Cocculus caroliniana</i>	Frequent
<b>Moraceae</b>	<i>Morus rubra</i>	Common
<b>Myricaceae</b>	<i>Myrica cerifera</i>	Uncommon
<b>Nyssaceae</b>	<i>Nyssa sylvatica</i>	Uncommon
<b>Oleaceae</b>	<i>Chionanthus virginica</i>	Occasional
<b>Oleaceae</b>	<i>Foresteria ligustrina</i>	Uncommon
<b>Oleaceae</b>	<i>Fraxinus americana</i>	Common
<b>Oleaceae</b>	<i>Fraxinus pennsylvanica</i>	Common
<b>Onagraceae</b>	<i>Ludwigia alternifolia</i>	Uncommon
<b>Onagraceae</b>	<i>Ludwigia peploides</i>	Common
<b>Onagraceae</b>	<i>Oenothera laciniata</i>	Common
<b>Onagraceae</b>	<i>Oenothera linifolia</i>	Occasional
<b>Onagraceae</b>	<i>Oenothera speciosa</i>	Frequent
<b>Ophioglossiaceae</b>	<i>Ophioglossum crotalophoroides</i>	Uncommon
<b>Ophioglossiaceae</b>	<i>Ophioglossum nudicaule</i>	Rare
<b>Orchidaceae</b>	<i>Spiranthes cernua</i>	Common
<b>Orchidaceae</b>	<i>Spiranthes lacera</i>	Rare
<b>Osmundaceae</b>	<i>Osmunda regalis</i>	Uncommon
<b>Oxalidaceae</b>	<i>Oxalis dilleni</i>	Frequent

<b>Oxalidaceae</b>	<i>Oxalis violacea</i>	Uncommon
<b>Passifloraceae</b>	<i>Passiflora incarnata</i>	Uncommon
<b>Passifloraceae</b>	<i>Passiflora lutea</i>	Uncommon
<b>Phytolaccaceae</b>	<i>Phytolaca americana</i>	Common
<b>Pinaceae</b>	<i>Pinus echinata</i>	Common
<b>Pinaceae</b>	<i>Pinus palustris</i>	Occasional
<b>Pinaceae</b>	<i>Pinus taeda</i>	Abundant
<b>Plantaginaceae</b>	<i>Plantago aristata</i>	Occasional
<b>Plantaginaceae</b>	<i>Plantago heterophylla</i>	Rare
<b>Plantaginaceae</b>	<i>Plantago patagonica</i>	Occasional
<b>Plantaginaceae</b>	<i>Plantago virginica</i>	Frequent
<b>Platanaceae</b>	<i>Platanus occidentalis</i>	Occasional
<b>Poaceae</b>	<i>Agrostis elliottiana</i>	Uncommon
<b>Poaceae</b>	<i>Andropogon gerardii</i>	Occasional
<b>Poaceae</b>	<i>Andropogon virginicus</i>	Common
<b>Poaceae</b>	<i>Aristida longespica</i>	Occasional
<b>Poaceae</b>	<i>Aristida oligantha</i>	Abundant
<b>Poaceae</b>	<i>Aristida purpurascens</i> var. <i>virgata</i>	Occasional
<b>Poaceae</b>	<i>Arundinaria gigantea</i>	Occasional
<b>Poaceae</b>	<i>Bothriochloa ischaemum</i>	Frequent
<b>Poaceae</b>	<i>Bothriochloa laguroides</i>	Common
<b>Poaceae</b>	<i>Bouteloua curtipendula</i> (BRIT)	Occasional
<b>Poaceae</b>	<i>Bouteloua hirsuta</i> (BRIT )	Occasional
<b>Poaceae</b>	<i>Bouteloua rigidisetia</i> (SBSC, BAYLU)	Uncommon
<b>Poaceae</b>	<i>Briza minor</i>	Common
<b>Poaceae</b>	<i>Bromus japonicus</i>	Occasional
<b>Poaceae</b>	<i>Bromus pubescens</i> (Keith 114)	Rare
<b>Poaceae</b>	<i>Cenchrus incertus</i>	Uncommon
<b>Poaceae</b>	<i>Chasmanthium latifolium</i>	Common
<b>Poaceae</b>	<i>Chasmanthium laxum</i>	Occasional
<b>Poaceae</b>	<i>Chasmanthium sessiliflorum</i>	Common
<b>Poaceae</b>	<i>Digitaria ciliaris</i>	Common
<b>Poaceae</b>	<i>Elymus virginicus</i>	Common
<b>Poaceae</b>	<i>Eragrostis spectabilis</i>	Occasional
<b>Poaceae</b>	<i>Leersia virginica</i>	Uncommon
<b>Poaceae</b>	<i>Leptochloa filiformis</i>	Occasional
<b>Poaceae</b>	<i>Melica mutica</i>	Occasional
<b>Poaceae</b>	<i>Muhlenbergia capillaris</i>	Common
<b>Poaceae</b>	<i>Oplimenus hirtellus</i>	Occasional
<b>Poaceae</b>	<i>Panicum acuminatum</i>	Uncommon
<b>Poaceae</b>	<i>Panicum anceps</i>	Frequent
<b>Poaceae</b>	<i>Panicum boscii</i>	Uncommon
<b>Poaceae</b>	<i>Panicum brachyanthum</i>	Occasional
<b>Poaceae</b>	<i>Panicum depauperatum</i> (V)	Uncommon
<b>Poaceae</b>	<i>Panicum dichotomiflorum</i>	Uncommon
<b>Poaceae</b>	<i>Panicum dichotomum</i>	Common
<b>Poaceae</b>	<i>Panicum divergens</i>	Common
<b>Poaceae</b>	<i>Panicum gymnocarpon</i>	Occasional
<b>Poaceae</b>	<i>Panicum hemitomum</i>	Frequent
<b>Poaceae</b>	<i>Panicum hians</i>	Occasional
<b>Poaceae</b>	<i>Panicum laxiflorum</i>	Common
<b>Poaceae</b>	<i>Panicum oligosanthos</i>	Uncommon



Poaceae	Panicum rigidulum	Frequent
Poaceae	Panicum sphaerocarpon	Common
Poaceae	Paspalum dilatatum	Uncommon
Poaceae	Paspalum distichum	Uncommon
Poaceae	Paspalum floridanum	Common
Poaceae	Paspalum langei	Common
Poaceae	Paspalum notatum	Common
Poaceae	Paspalum plicatum	Common
Poaceae	Paspalum setaceum	Common
Poaceae	Paspalum urvillei	Common
Poaceae	Poa annua	Frequent
Poaceae	Saccharum strictus	Uncommon
Poaceae	Schizachyrium scoparium	Uncommon
Poaceae	Setaria parviflora	Frequent
Poaceae	Sorghastrum nutans	Frequent
Poaceae	Sorghum halapense	Frequent
Poaceae	Sphenopholis obtusata (Keith 115)	Uncommon
Poaceae	Sporobolus indicus	Frequent
Poaceae	Sporobolus ozarkanus (V)	Occasional
Poaceae	Stenotaphrum secundatum	Occasional
Poaceae	Stipa avenacea	Common
Poaceae	Tridens flavus	Frequent
Poaceae	Tripasacum dactyloides	Common
Poaceae	Vulpia myuros	Common
Poaceae	Vulpia octoflora	Common
Poaceae	Zizaniopsis miliacea	Occasional
Polemoniaceae	Phlox pilosa	Common
Polygonaceae	Eriogonum longifolium (V)	Rare
Polygonaceae	Polygonum punctatum	Uncommon
Polygonaceae	Rumex crispus	Uncommon
Polygonaceae	Rumex pulcher	Uncommon
Polypodiaceae	Pleopeltis polypodioides	Uncommon
Pontederiaceae	Eichornia crassipes	Abundant
Portulacaceae	Portulaca oleracea	Rare
Portulacaceae	Portulaca pilosa	Rare
Portulacaceae	Talinum rugospermum (V)	Uncommon
Primulaceae	Anagallis arvensis	Common
Primulaceae	Anagallis minima	Uncommon
Pteridaceae	Cheilanthes alabamensis ?	Rare
Pteridaceae	Cheilanthes tomentosa (V)	Rare
Ranunculaceae	Anenome berlandieri	Frequent
Ranunculaceae	Hydrocotyle verticillata	Occasional
Ranunculaceae	Ranunculus fascicularis	Occasional
Rhamnaceae	Berchemia scandens	Frequent
Rhamnaceae	Rhamnus caroliniana	Frequent
Rosaceae	Crataegus crus-gallii	Uncommon
Rosaceae	Crataegus marshallii	Uncommon
Rosaceae	Crataegus spathulata	Common
Rosaceae	Crataegus viridis	Occasional
Rosaceae	Crataegus sp. 1	Uncommon
Rosaceae	Crataegus sp. 2	Uncommon
Rosaceae	Geum canadense	Occasional

<b>Rosaceae</b>	<i>Prunus mexicana</i>	Occasional
<b>Rosaceae</b>	<i>Rubus louisianus</i>	Uncommon
<b>Rosaceae</b>	<i>Rubus trivialis</i>	Common
<b>Rubiaceae</b>	<i>Diodia teres</i>	Rare
<b>Rubiaceae</b>	<i>Diodia virginiana</i>	Common
<b>Rubiaceae</b>	<i>Galium aparine</i>	Common
<b>Rubiaceae</b>	<i>Galium circaezans</i>	Rare
<b>Rubiaceae</b>	<i>Galium pilosa</i>	Common
<b>Rubiaceae</b>	<i>Galium tinctorium</i>	Occasional
<b>Rubiaceae</b>	<i>Galium uniflorum</i>	Uncommon
<b>Rubiaceae</b>	<i>Galium virgatum</i>	Uncommon
<b>Rubiaceae</b>	<i>Hedyotis nigricans</i>	Occasional
<b>Rubiaceae</b>	<i>Houstonia micrantha</i>	Uncommon
<b>Rubiaceae</b>	<i>Houstonia pusilla</i>	Common
<b>Rubiaceae</b>	<i>Houstonia rosea</i> (Keith 96)	Rare
<b>Rubiaceae</b>	<i>Mitchella repens</i>	Common
<b>Rubiaceae</b>	<i>Sherardia arvensis</i>	Common
<b>Rutaceae</b>	<i>Zanthoxylum clava-herculis</i>	Uncommon
<b>Salicaceae</b>	<i>Populus deltoides</i>	Uncommon
<b>Salicaceae</b>	<i>Salix nigra</i>	Common
<b>Sapindaceae</b>	<i>Cardiospermum halicacabum</i>	Uncommon
<b>Sapotaceae</b>	<i>Bumelia lanuginosa</i>	Frequent
<b>Saururaceae</b>	<i>Saururus cernuus</i>	Occasional
<b>Saxifragaceae</b>	<i>Lepuropetalon spathulatum</i>	Uncommon
<b>Saxifragaceae</b>	<i>Saxifraga texana</i>	Uncommon
<b>Schizaeaceae</b>	<i>Lygodium japonicum</i>	Occasional
<b>Scrophulariaceae</b>	<i>Agalinis heterophylla</i>	Occasional
<b>Scrophulariaceae</b>	<i>Castelleja indivisa</i>	Common
<b>Scrophulariaceae</b>	<i>Nuttallanthus texana</i>	Common
<b>Scrophulariaceae</b>	<i>Penstemon cobaea</i>	Rare
<b>Scrophulariaceae</b>	<i>Penstemon laxiflorus</i>	Uncommon
<b>Scrophulariaceae</b>	<i>Veronica peregrina</i>	Uncommon
<b>Smilacaceae</b>	<i>Smilax bona-nox</i>	Frequent
<b>Smilacaceae</b>	<i>Smilax glauca</i>	Common
<b>Smilacaceae</b>	<i>Smilax laurifolia</i>	Common
<b>Smilacaceae</b>	<i>Smilax rotundifolia</i>	Uncommon
<b>Smilacaceae</b>	<i>Smilax smallii</i>	Uncommon
<b>Solanaceae</b>	<i>Physalis cinerascens</i>	Uncommon
<b>Solanaceae</b>	<i>Solanum carolinense</i>	Abundant
<b>Symplocaceae</b>	<i>Symplocos tinctoria</i>	Common
<b>Taxodiaceae</b>	<i>Taxodium distichum</i>	Uncommon
<b>Thelypteridaceae</b>	<i>Thelypteris kunthii</i>	Occasional
<b>Typhaceae</b>	<i>Typha domingensis</i>	Uncommon
<b>Ulmaceae</b>	<i>Celtis laevigata</i>	Frequent
<b>Ulmaceae</b>	<i>Ulmus alata</i>	Frequent
<b>Ulmaceae</b>	<i>Ulmus crassifolia</i>	Occasional
<b>Ulmaceae</b>	<i>Ulmus rubra</i>	Uncommon
<b>Urticaceae</b>	<i>Boehmeria cylindrica</i>	Common
<b>Urticaceae</b>	<i>Parietaria pennsylvanica</i> var. <i>obtus</i>	Rare
<b>Valerianaceae</b>	<i>Valerianella radiata</i>	Common
<b>Verbenaceae</b>	<i>Callicarpa americana</i>	Frequent
<b>Verbenaceae</b>	<i>Phyla lanceolata</i>	Common



<b>Verbenaceae</b>	Phyla nodiflora	Common
<b>Verbenaceae</b>	Verbena halei	Common
<b>Verbenaceae</b>	Verbena xutha	Common
<b>Violaceae</b>	Viola pedata	Rare
<b>Violaceae</b>	Viola sagittata	Uncommon
<b>Violaceae</b>	Viola sororia	Common
<b>Vitaceae</b>	Ampelopsis arborea	Common
<b>Vitaceae</b>	Cissus incisa	Uncommon
<b>Vitaceae</b>	Parthenocissus quinquefolia	Frequent
<b>Vitaceae</b>	Vitis aestivalis	Uncommon
<b>Vitaceae</b>	Vitis mustangensis	Uncommon
<b>Vitaceae</b>	Vitis rotundifolia	Uncommon