

CONSERVATION EASEMENT

STATE OF TEXAS §

COUNTY OF SAN JACINTO §

This Grant of Conservation Easement ("Conservation Easement") is made on this 18th day of Sept, 2003, by Kenneth L. and Marjorie H. Russell, with an address of 1620 Woodland Lane, 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 81.66 acres, more or less, located in San Jacinto County, State of Texas, hereinafter referred to as the "Protected Property" and known as the Kenneth L. and Marjorie H. Russell Perpetual Forest 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 pine-hardwood forest, including the threatened longleaf pine, and 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. 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 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 per the plat and survey of March 1981, attached hereto and incorporated by this reference as Exhibit B.

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 been previously surveyed and platted, and existing woods roads and skid trails. Alternate routing may be substituted for platted routing if necessary in order to avoid damage or destruction to rare, endangered, or otherwise significant natural resources. 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 Protected Property. Additional hiking and interpretive trails may be added as well as hard surface pathways along the routes of platted 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 Protected Property shall be minimized to the greatest possible extent. Motorized vehicles are otherwise prohibited except as necessary for security 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 Protected Property. Said shrines or memorials may not collectively cover more than one percent of the surface of any individual platted lot. Site plans for any such structures must be approved by the Stewardship Committee. Said construction may not result in any significant negative impact to native plants, animals or communities.

2.2a Retained Road Easement. The existing roadway through the Protected Property, which connects White Oak Lane to the excluded acreage bounded by FM 980, Waterwood Parkway, Waterwood Improvement Association, and Park Forest Village, is retained by Grantor for access to areas beyond the Protected Property and may be paved. Grantor retains an underground utility easement along this existing roadway. Maximum width of said roadway and utility easement shall be the minimum necessary for safe passage or the minimum required by statute if greater.

2.2b Cemetery Use. Dispersal of human ashes as well as burials may take place on the platted lots within the Protected Property. Each platted lot may be used by a single family for placement of burial plots. 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. Should any excavation in progress reveal any major root, animal burrow, or other sensitive natural feature, the hole should be filled in and another less sensitive location for burial on the lot be located.

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, with the exception of minimal excavation for burials in accordance with state law and as outlined in Paragraph 2.2b above.

2.5 Recreational Uses. Grantor shall have the right to engage in and to 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 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, 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 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 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 the longleaf pine and other 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 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 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 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 Grantee, using the best available

science, aid the introduction of native species that, in a non-fragmented landscape, would enter 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.

2.6a Notwithstanding the foregoing, Grantor may conduct experimental, or scientifically justifiable, activities 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 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 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. 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 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. Access to burial sites and ash dispersal 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 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. Any proceeds which may arise from the transfer of said easement shall be used to purchase adjoining or adjacent conservation lands or easements.

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, with the exception of the transfer of title to the platted burial plots or lots and associated platted roadways or the transfer of perpetual easements upon said platted burial plots or lots. The document of conveyance shall expressly refer to this Conservation Easement and the special restrictions concerning burials and monument construction.

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 in 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: | To the Grantee: |
| Kenneth L. and Marjorie H. Russell | Natural Area Preservation Association |
| 1620 Woodland Lane 1401 19th St. | P. O. Box 162481 |
| Huntsville, Texas 77340 | 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

Exhibit B: 1974 Plat 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.

27698

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:

K L Russell (SEAL)

Marjorie Russell (SEAL)

STATE OF Texas §

COUNTY OF San Jacinto

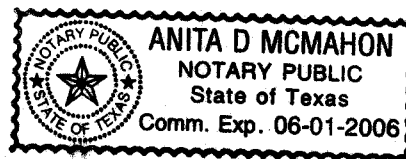
BEFORE ME, the undersigned authority, on this day personally appeared K.L. & Marjorie Russell, known to me by presentation of Texas driver's license to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the same for the purposes and consideration therein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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of September, 2003.

Anita D. McMahon (SEAL)
NOTARY PUBLIC

My commission expires:

10-1-2006



27699

GRANTEE: NATURAL AREA PRESERVATION ASS

By: Edward E. Fritz (SEAL)

Its: SECRETARY

STATE OF Texas §

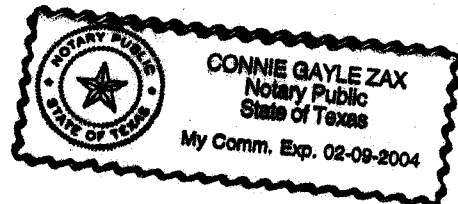
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Edward 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 8th day of Sept 2003

[Signature] (SEAL)
NOTARY PUBLIC

My commission expires:



Being a tract of land, which is a portion of Park Forest Village of Waterwood, recorded in Pages 7, 8, 9, 10, 11 & 12 in Volume 7 of the plat records of San Jacinto County, Texas.

Beginning at a point on the east right of way of FM 980, also being the most southwesterly corner of Unrestricted Reserve "B" on said FM 980 east right of way of said recorded plat,

Thence N75°53'E 279.20 feet to a point on the west right of way line of Sweet Gum Lane; thence N76°50'17"E 60.01 feet across Sweet Gum Lane to a point on the east right of way line of Sweet Gum Lane, also being the northwest corner of a 20 foot wide strip of land, thence N56°40'52"E 192 feet to a point, thence S89°55'42"E 125.27 feet to a point, thence S17°49'19"W along the dividing line between lots 35 and 23 of Block 13, 215.41 feet to a point, thence S71°18'11"E, 66 feet to a point, thence S29°35'48"W, 136.00 feet to a point, thence S64°02'39"W, 62.28 feet to a point, thence S8°34'46"E 144.64 feet to a point on the north right of way of White Oak Lane, thence S06°42'29"E 60.68 feet across White Oak Lane to a point on the south right of way, same being the most northeasterly corner of Lot 125 of Block 15, thence S10°01'E, 121.41 feet to a point, thence N73°22'50"E, 262.00 feet to a point, thence N53°13'05"E, 77.87 feet to a point, thence S59°27'17"E, 103.38 feet to a point, thence S45°27'36"E, 210.09 feet to a point, thence S24°12'10"E, 68.96 feet to a point, thence S17°22'46"E, 224.54 feet to a point, thence S36°37'17"E, 466.48 feet to a point, thence S72°37'19"E, 302.58 feet to a point, thence S46°26'52"E, 107.22 feet to a point, thence S30°31'47"E, 119.28 feet to a point, thence S22°41'04"E, 396.31 feet to a point, thence S46°44'40"E, 354.07 feet to a point, thence S43°15'29"W, 585.36 feet to a point, thence S82°47'33"W, 94.00 feet to a point, thence S33°25'27"W, 325.61 feet to a point, thence N84°10'01"W, 293.50 feet to a point, thence S60°52'33"W, 157.62 feet to a point, thence S20°57'50"W, 102.14 feet to a point, thence in a northwesterly direction approximately 319.01 feet along an arc of a curve to the left having a radius of 590.00 feet to a point same being the most southwesterly corner of Lot 49 of Block 14, thence N10°01'W, 300.00 feet to a point, thence S79°59'W, 300.00 feet to a point on the east right of way line of FM 980, thence along said right of way as follows N10°01'W, 127.31 feet to a point, thence N01°17'36"E, 101.98 feet to a point, thence N10°01'W, 200.00 feet to a point, thence N21°19'36"W, 101.98 feet to a point, thence N10°01'W, 1,659.27 feet to a point, thence in a northerly direction 414.30 feet along the arc of a curve to the left having a radius of 5,789.67 feet to a point, thence N14°7'W, 137.37 feet to the place of beginning and containing 81.66 acres more or less.

Exhibit B

27701

