

CONSERVATION EASEMENT

STATE OF TEXAS

COUNTY OF SAN JACINTO

This Grant of Conservation Easement is made on this 16 day of December, 2011, by George H. Russell and Suzanne B. Russell (Grantors) to the NATIVE PRAIRIES ASSOCIATION OF TEXAS (Holder), a nonprofit corporation organized and existing under the laws of the State of Texas, with an address of 2002A Guadalupe St. PMB 290, Austin, TX 78705.

PURPOSE

The Purpose of this Conservation Easement is to ensure that the Protected Property will be retained forever predominantly in its natural, scenic, and open space condition; to protect native plants, animals, and plant communities on the Protected Property and associated habitat; to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values, and to assure the availability of the Protected Property for traditional uses that may be compatible with and not destructive of the Conservation Values, all subject to the terms of this Conservation Easement. Specifically, the Conservation Easement is intended to protect the following:

The Post Oak Savannah, Tallgrass Prairie, Catahoula Barrens and Outcrops, Pine Forest, Freshwater Wetlands and Riparian areas located within the boundaries described by survey and legal description for the purposes of conservation of wildlife habitat, native vegetation, and local freshwater resources which include Pool Creek and Zwicky Creek. High quality native plant communities occur on the Properties, including Southern Calcareous Mixed Grass Prairie and Catahoula Herbaceous Barrens, the latter of which contains globally rare plants. Furthermore, the Properties also include several specific species of flora or fauna that are either endemic to the region and/or threatened on a statewide or national level, including the Bald eagle (*Haliaeetus leucocephalus*), the Timber rattlesnake (*Crotalus horridus*), the Branched gayfeather (*Liatrus cymosa*), and the Texas sunnybell (*Schoenolirion wrightii*).

The features to be protected by this Conservation Easement are collectively known as the "Conservation Values."

RECITALS

The Conservation Values of the Protected Property and the Purposes hereof are more particularly described in the following Recitals, incorporated herein:

WHEREAS, the Grantor is the owner in fee simple of certain real property in San Jacinto County, Texas (hereinafter referred to as the "Protected Property") which has aesthetic, scientific, educational, and ecological value in its present state as a natural area which has not been subject to development or exploitation, which property consists of 632.49 acres, more or less, in San Jacinto County, Texas, and is described in Exhibit A, and depicted in Exhibit B, both attached and included herein; and

WHEREAS, the Protected Property is a natural area which contains a high quality Blackland Prairie ecosystem and has substantial value as a natural, ecological and scientific resource, as well as providing excellent habitat for native wildlife; The Protected Property has been subdivided into several tracts by the Grantor based on the wildlife habitat or ecosystem present on that tract. The tracts include:

Sanctuary Name	Acreage
Canebrake Rattlesnake Sanctuary	2.75
Catahoula Outcrop Bobcat Sanctuary	26.49
Zwicky Bay Skunk and Weasel Sanctuary	64.88
Pileated Woodpecker Sanctuary	59.04
Black and Turkey Vulture Sanctuary	24.33
Catahoula Barrens Gay Feather Preserve	53.62
Post Oak Savannah & Fleming Prairie Preserve & Red Wolf Sanctuary	344.63

Screech Owl Sanctuary	31.41
Arachnid Sanctuary	24.53
Pelican Point Rain Lily Preserve	0.818

The Protected Property includes a large variety of vegetation communities. These communities include Post Oak Savannah, Tallgrass Prairie, Catahoula Barrens and Outcrops, Pine Forest, Freshwater Wetlands and Riparian areas. The Protected Property contains a large variety of flora within several different types of ecosystems found on the Protected Property. Some of the grasses present on the Post Oak Savannahs and Tallgrass Prairie portions of the Protected Property include Sideoats Grama, Hairy Grama, Silver Bluestem, Little Bluestem, Indiangrass, Bushy Bluestem, and Purpletop Tridens. Forbs found on the Post Oak Savannahs and Tallgrass Prairie portions of the Protected Property include Southern Beeblossom, American Beautyberry, Cusp Blazing Star, and Wild Bergamot. The forested areas of the Protected Property include a variety of pine species including loblolly, longleaf, and shortleaf pines, a variety of oak species including Post Oak, Water Oak, and Black Oak as well as other species of trees such as Sassafras, Persimmon, Sugar Maple, and Eastern Redcedar. The diverse range of ecosystems found on the Protected Property provides a large variety of habitats for many mammals, amphibians, reptile, and avian species. Maintaining the natural state of the flora on the Protected Property will also aid in the control of freshwater quantity and quality by filtering and retaining unchannelized surface water and erosion control by preventing the movement of soils through the forces exerted by unchannelized surface water and wind.

WHEREAS, the NPAT is a qualified holder under Texas Natural Resources Code, Chapter 183, and a qualified organization under Internal Revenue Code § 170(h)(3), whose purpose is to preserve and conserve natural areas for aesthetic, scientific, charitable and educational purposes; and

WHEREAS, Chapter 183 of the Texas Natural Resources Code permits the creation of conservation easements for the purposes of *inter alia* retaining land or water areas predominantly in their natural, scenic, open or wooded condition, protecting natural resources, and maintaining

or enhancing air or water quality; and

WHEREAS, Grantor and NPAT recognize the natural, scenic, aesthetic and special character of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property as "a relatively natural habitat of fish, wildlife or plants or similar ecosystem" as that phrase is used in Public Law 96-541, 26 USC 170 (h)(4)(a)(ii), as amended and in regulations promulgated thereunder, by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from the Grantor to the Holder of affirmative rights for the protection of the Protected Property; and

WHEREAS, natural, scientific, educational, aesthetic, scenic and ecological resource, character and value as used herein shall, without limiting the generality of the terms, mean the condition of the Protected Property at the time of this grant, evidenced by a document in the files of Holder called the "Baseline Report", which shall be signed and acknowledged by Grantor prior to the execution of this Conservation Easement.

The parties agree that this Baseline Report shall be sufficient to establish the condition of the Protected Property at the time of the gift; provided, however, this 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. The Baseline Report is incorporated into this Conservation Easement by this reference to the same extent as if attached hereto;

NOW, THEREFORE, the Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey unto NPAT, its successors and assigns, forever a Conservation Easement in perpetuity over the Protected Property to be held for the benefit of the people of the State of Texas, consisting of the following:

AFFIRMATIVE RIGHTS

1. The right of visual access to, and view of, the Protected Property in its natural, scenic, open and undisturbed condition by restricting fixtures such as privacy fences that would substantially obstruct the view of the Protected Property from public vantage points.

2. The right of NPAT, in a reasonable manner and at reasonable times, to enter the Protected Property for the purposes of inspecting same to determine compliance herewith, and the right to enforce by proceedings at law or in equity the covenants herein set forth including, but not limited to, the right to require the restoration of the protected property to a natural state based upon natural succession and restoration efforts in the event that the current landowner has artificially damaged the protected property. NPAT, or its successors or assigns, does not waive or forfeit the right to take action as may be necessary to insure compliance with the covenants and purposes of this grant by any prior failure to act. Nothing herein shall be construed to entitle NPAT to institute any proceedings against Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, floods, storm or unauthorized wrongful acts of third persons. This right of access shall include access to small groups under NPAT's control for scientific research and educational purposes.
3. Without limiting the generality of the grant of this Conservation Easement to Holder, Grantor expressly conveys and assigns to Holder the rights of ingress and egress to the Protected Property as assignee of a partial interest in the Protected Property by virtue of this grant of Conservation Easement. The easement, rights and privileges herein granted shall be perpetual, shall be an easement appurtenant to the Protected Property and this Conservation Easement, and shall exist in favor of the Holder, its successors and assigns, and other transferees of this Conservation Easement. Grantor hereby binds itself and assigns, to WARRANT AND FOREVER DEFEND the access easement and rights unto Holder, its successors and assigns.
4. The right of NPAT to purchase the underlying fee interest in the Protected Property or any portion thereof at the same price and on such terms and conditions as may be offered by any third party to the Grantor (and which are acceptable to the Grantor) from and after the date hereof. The Grantor agrees to give NPAT written notice of the price, terms, and conditions of any such offer which it is prepared to accept and NPAT must notify the Grantor within twenty (20) days following such notice that it intends to exercise its right of first refusal; otherwise, Grantor may sell the Protected Property (or agreed portion thereof) to such third party, but in the event of such a sale, this paragraph shall remain in

full force and effect for all future transfers which may be contemplated.

5. The right of NPAT to enter the Protected Property in a reasonable manner and time with notice to Grantor to collect seeds for noncommercial research and to establish the plants at other conservation sites. Said seeds shall be "surplus" seeds that are not necessary for the reproduction of plants native to the Conservation Easement. No plants may be collected without the permission of the Grantor and any plant collecting must in no way have a negative impact on the continued health and welfare of any native species that may be collected for scientific investigation.
6. The right of NPAT and/or Grantor to conduct prescribed burns on the Protected Property as deemed necessary by NPAT and/or Grantor for the enhancement of native vegetation and prudent grasslands management, provided NPAT gives Grantor prior notice of its intent to conduct such burns, and Grantor agrees to the need for a burn additional to mowing under the management plan.

AND IN FURTHERANCE of the foregoing affirmative rights, the Grantor, on behalf of the Grantor, his heirs, successors and assigns, and with the intent that the same shall run with and bind the Protected Property in perpetuity, does hereby make, with respect to the Protected Property, the following:

COVENANTS

1. Vegetation. There shall be no intentional planting or introduction of any non-native plant or animal species.
2. Uses. There shall be no agricultural, commercial or industrial activity undertaken or allowed except as expressly permitted under Reserved Rights herein; nor shall any right of passage across or upon the Protected Property be allowed or granted if that right of passage is used in conjunction with agricultural, commercial or industrial activity, except as expressly permitted under Reserved Rights herein.
3. Animals. There shall be no trapping, hunting or interference with the native animal population. However, upon the mutual written agreement of Grantor and Holder, when populations of native wildlife become overpopulated so that Conservation Values become

or are likely to become negatively impacted, the Parties may agree in advance in writing that members of any such species may be humanely removed to bring populations back into balance. Native species may not be hunted or removed for recreational purposes or other purposes unrelated to protection of Conservation Values, with a single exception as per Grantor's request; White-tail deer may be harvested on the 25.029 acre Black and Turkey Vulture Sanctuary during the annual hunting season as assigned by the Texas Parks and Wildlife Department. Non-native feral dogs, cats, or other "exotic" species shall be removed as humanely as practical.

4. Topography. There shall be no filling, excavating, plowing, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, mineral or other materials, nor any dumping of ashes (other than cremains), trash, garbage, or of any other material, and no changing of the topography of the land in any manner, except minor changes in topography along trails and roads in order to make them smooth, safe, and handicap friendly.
5. Water. There shall be no disruption of natural water flow across the Protected Property by damming, dredging or construction in any free flowing water body, nor construction of any weirs, groins or dikes in any marshlands, nor any manipulation, alteration, depletion, of surface water, subsurface water, natural water courses, fresh water lake and pond shores, marshes, or other water bodies, nor any activities or uses detrimental to water purity. Grantor shall not transfer, encumber, sell, lease, or otherwise separate surface or subsurface water rights from the Protected Property or change the historic use of such rights absent the prior written consent of and determination by Holder that such transfer, encumbrance, sale, lease, or other change will not materially adversely affect the Conservation Values of the Protected Property.
6. Vehicles. There shall be no operation of dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles, except for vehicles used in connection with seed harvest, security, land management, or visitation by handicapped persons. These uses shall be done in a manner to prevent soil erosion and to prevent damage to fragile plant communities and wildlife habitat.
7. Construction. There shall be no construction or placing of mobile homes, commercial

billboards, commercial advertising signs, or other structures not related to the scientific investigation or the protection of the Conservation Easement. Educational signs, trail markers, boundary fences, and posted signs are permitted. Educational and 1st Amendment Comment signs may be permitted with prior written consent of Holder.

8. **Plaque.** Grantor and NPAT shall mutually agree upon the location and content of a sign or plaque to be posted on the Protected Property acknowledging the gift of the Grantor and summarizing the ecological and/or historical importance of this property.
9. **Subdivision.** The Protected Property may not be further divided, subdivided or partitioned, nor conveyed or pledged for a debt except in its current sub-divisions as described, except as may be required by law for "green burials".
10. **Prohibited Uses.** Any use of the Protected Property and any activity thereon, which, in the opinion of Holder, is or may become inconsistent with this grant, being the preservation of the Protected Property predominantly in its natural condition and the protection of environmental systems, is prohibited.
11. **Biocides.** There shall be no use of pesticides or biocides including but not limited to insecticides, fungicides, rodenticides, and herbicides, except as approved by Grantor to control invasive species detrimental to the conservation values of the Protected Property.
12. **Predator Control.** No native predators, including bears, cougars, coyotes, red wolves, red wolf-coyote hybrids, 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 event that a breach of these restrictions by the Grantor or by a third party under Grantor's control comes to the attention of NPAT, NPAT must notify the Grantor in writing of such a breach. The Grantor shall have 30 days after receipt of such notice to undertake actions including, but not limited to, restoration of the Protected Property, that are reasonably calculated to swiftly correct the conditions constituting such a breach. If the Grantor fails to take such corrective action, NPAT may, at its discretion, undertake such actions, including appropriate legal proceedings, as are reasonably necessary to affect such corrections; and the cost of such corrections, including NPAT's expenses, court costs and legal fees, shall be paid by the Grantor,

provided the Grantor is determined to be responsible for the breach.

NEVERTHELESS, and notwithstanding any of the foregoing provisions to the contrary, the Grantor reserves for himself, his heirs, successors and assigns, the following Reserved Rights, which may be exercised after providing written notice to NPAT; provided, however, that the exercise of such rights is not inconsistent with the conservation interests associated with the Protected Property:

RESERVED RIGHTS

1. Seed harvest. Grantor has the right to harvest seed from the Protected Property for use on other property owned by Grantor.
2. Grantor has the right to mow once annually and to use prescribed fires in a manner not destructive of conservation values on the Protected Property, excepting times of severe weather or drought. In such cases, the health of the native habitat should be the guiding factor in establishing appropriate management. Grantor will make all reasonable efforts to mow after the blooming season of all native wildflowers or normally after the first freeze in the Fall or Winter.
3. Grazing. Grantor and his lessees may graze native genetically-pure Bison in a manner not destructive of conservation values on the Protected Property, excepting times of severe weather or drought. In such cases, the health of the native habitat should be the guiding factor in establishing appropriate grazing management. The grazing of non-native cattle is strictly prohibited.
4. Hunting. Grantor, his family members, guests, and lessees may engage in lawful hunting of feral hogs using humane methods. The hunting of any and all native species is strictly prohibited, with a single exception as per Grantor's request; White-tail deer may be harvested on the 25.029 acre Black and Turkey Vulture Sanctuary during the annual hunting season as assigned by the Texas Parks and Wildlife Department (TPWD).
5. 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.

6. Exotic Plant Species. Grantor has the right to remove exotic trees, shrubs, or plants, and to cut fire breaks as may be necessary for ecological or safety reasons.
7. Trails. Grantor may establish a network of trails on said properties for ease of access for scientific, educational or recreational visitation. Said trails shall be located so as to cause as little impact on the native ecosystems as practical. Trails may be paved to accommodate electric vehicles for ingress and egress by the handicapped.
8. Artificial nesting devices may be installed to accommodate Wood Ducks, Eagles, Red-cockaded Woodpeckers or other native species in need of human intervention in order to help restore their populations to pre-historic levels.

GENERAL PROVISIONS

1. The Grantor agrees that the terms, conditions, restrictions and purposes of this grant will be inserted by him in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in all or portions of the Protected Property, and that the Grantor will notify NPAT, its successors or assigns, of any such conveyance. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
2. Any notices required in this Conservation Easement shall be sent by registered or certified mail, postage prepaid, or electronic mail with confirmed receipt, to the following addresses or such address as may be hereafter specified by notice in writing:

GRANTOR:

GEORGE H. and SUZANNE B. RUSSELL

1401 19th Street

Huntsville, Texas 77340

HOLDER:

NATIVE PRAIRIES ASSOCIATION OF TEXAS

2002a Guadalupe Street

PMB 290

Austin, Texas 78705

3. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind relating to the ownership, operation, upkeep, and maintenance of the Protected Property, including maintaining liability and casualty insurance coverages on the Protected Property, and paying before delinquency all taxes, assessments, and other charges lawfully imposed on or assessed against the Protected Property. NPAT may, at its discretion, pay any outstanding taxes or assessments and shall then be entitled to reimbursement by Grantor.

4. **INDEMNIFICATION.** Grantor acknowledges that Holder has no possessory rights in the Property, nor any responsibility or right to control, maintain, or keep up the Property. If Holder is ever required by a court to pay damages, costs, or fees resulting from personal injury, property damage, governmental regulatory actions, or the presence of polluting substances, that occur on or are related to the Protected Property, Grantor shall indemnify and reimburse Holder for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself, except to the extent that any such loss, cost or damage is determined by a court to have been caused by the negligence or willful misconduct of Holder or its agents. If Grantor is ever required by a court to pay damages, costs, or fees resulting from personal injury, property damage, governmental regulatory actions, or the presence of polluting substances, that occur on or related to the Protected Property, that are determined by a court to have been caused by the negligence or willful misconduct of Holder or its agents, Holder shall indemnify and reimburse Grantor for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself.

5. In the event any provision of this grant is determined by the appropriate court to be void and unenforceable, all remaining terms shall remain valid and binding.

6. The burdens of this Conservation Easement shall run with the Protected Property and shall be enforceable against the Grantor and all future owners and tenants in perpetuity. The benefits shall be in gross and assignable but only to an eligible donee as defined in Treasury Regulations § 1.170A-14(c)(1) as that section may be amended from time to time, who is also a

qualified holder under Texas Natural Resources Code, Chapter 183 (or its successor law). Any assignment of benefits by the Holder (or successor) must require the transferee to carry out the purposes of this Conservation Easement.

7. If a subsequent, unexpected change in the conditions of the Protected Property or the surrounding property make impossible or impractical the continued use of the Protected Property for conservation purposes, the restrictions may be extinguished only by judicial proceeding and all of NPAT's proceeds from a subsequent sale or exchange of the Protected Property shall be used in a manner consistent with the conservation purposes of this grant on like, adjacent, or similar natural areas in San Jacinto or Walker County, Texas. If NPAT ceases to exist, a court having jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume NPAT's responsibilities hereunder.

8. Wherever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the Holder shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental, direct, indirect, or other damages resulting from the taking. This Conservation Easement creates a real property interest immediately vested in the Holder. The net proceeds shall be distributed among the Grantor and the Holder in shares proportional to the fair market value of their interests in the Protected Property on the date of execution of this Conservation Easement. The value of Holder's share shall be the value of the subject property without the easement, minus the value of the property with the easement. The Holder shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

9. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Holder may jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws, including Texas Natural Resources Code, Chapter 183, Internal Revenue Code §§ 170(h) and 501(c)(3), and applicable Treasury Regulations. Any amendment must be consistent with the conservation purposes of this Easement, must not affect its perpetual duration and either must enhance, or have no effect on, the conservation values protected herein. Any amendment must not result in impermissible inurement or private benefit to Grantor or any other parties. Holder shall not be required to agree to any amendment. The duration of this

Conservation Easement is perpetual, and amendments will be made only in exceptional circumstances. Amendments will become effective upon filing in the deed registry of San Jacinto County.

10. The parties agree that the terms of this Conservation Easement shall survive any merger of the Conservation Easement and fee simple estates in the Protected Property.

11. In the event any provision of this grant is determined by the appropriate court to be void and unenforceable, all remaining terms shall remain valid and binding.

12. The rights herein granted shall be in addition to, and not in limitation of, any other rights and remedies available to NPAT for enforcement of this Conservation Easement.

GRANTOR HEREBY WARRANTS and represents that the Grantor is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement, that the Property is free and clear of any and all encumbrances, that any outstanding mortgages have been subordinated to Holder's interest in this Conservation Easement, and that NPAT and its successors and assigns shall have the use of and enjoy all the benefits derived from and arising out of this Conservation Easement.

TO HAVE AND TO HOLD this Conservation Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy, for the proper use and benefit of the NPAT, its successors and assigns, forever.

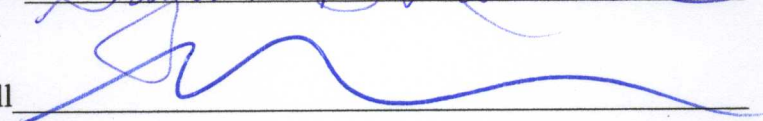
IN WITNESS WHEREOF, the Grantor has set his hand and seal the day and year first above written, and NPAT has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Secretary the day and year first above written. Signed to be effective on the date recorded in the San Jacinto County registry of deeds.

GRANTORS:

Suzanne B. Russell



George H. Russell

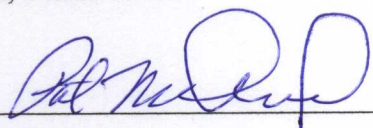
1401 19th Street, Huntsville, Texas 77340**HOLDER:**

NATIVE PRAIRIES ASSOCIATION OF TEXAS

2002-A Guadalupe St., PMB 290

Austin, Texas 78705

By:



Holder President

ATTEST:

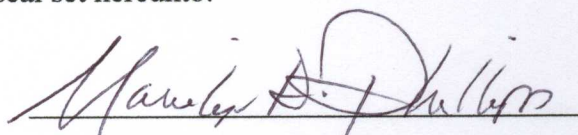


Holder Secretary

THE STATE OF TEXAS §

COUNTY OF Trans §

This instrument was acknowledged before me this 11th day of December, 2011, by George H. Russell and Suzanne B. Russell, known to me by presentation of Texas Driver's License, to witness my hand and seal set hereunto.



 Notary Public, State of Texas

27441

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 16 day of December,
2011, by Pat MerKord, known to me by presentation of Texas Driver's License,
being President of NATIVE PRAIRIES ASSOCIATION OF TEXAS, a Texas nonprofit
corporation, on behalf of said corporation, to witness my hand and seal set hereunto.



Shea Pennington
Notary Public, State of Texas

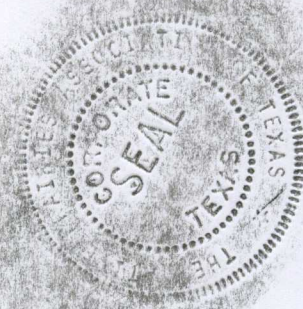


Exhibit A

Southern Easement except for the 0.818 acre Pelican Point Rain Lilly Preserve

Being 631.68 acres of land situated in the Isaac Prater Survey, A-239, the Isaiah Kirby Survey, A-187, and the T. J. Chamber Survey, A-7, San Jacinto County, Texas, and being the same land known collectively as the George H. and Suzanne B. Russell Holy Trinity Wilderness Cathedral, and said 631.68 acres being more particularly described by metes and bounds as follows:

Beginning at the southwest corner of the herein described 631.68 acre tract same being the west common corner between Arachnid Sanctuary (24.53 acres) and River Otter Preserve (28.55 acres), located on the east line of Tract 55 (1 acre);

Thence along the Holy Trinity Wilderness Cathedral Cemetery as follows:

N 14°07'00" W 1969.33';
 N 15°19'31" W 215.47';
 N 19°11'21" W 217.22';
 N 23°09'42" W 217.21';
 N 27°08'02" W 217.20';
 N 31°06'22" W 217.20';
 N 34°08'43" W 211.30';
 N 34°21'00" W 23.96';
 N 55°39'00" E 2101.47';
 N 54°34'48" E 216.28';
 N 49°15'02" E 221.20';
 N 43°24'01" E 227.53';
 N 41°09'00" E 578.18';
 N 46°12'26" W 537.99';
 S 41°09'00" W 550.79';
 S 42°21'23" W 199.98';
 S 48°39'07" W 194.49';
 S 54°43'37" W 201.12';
 S 55°39'00" W 2087.10';
 N 34°21'00" W 1491.90';
 S 55°39'00" W 150.54' to a point in the centerline of Zwicky Creek;

Thence along the centerline of Zwicky Creek as follows:

N 11°53'18" E 59.81';
 N 40°07'26" E 65.12';
 N 70°47'29" E 98.10';
 N 20°56'42" E 95.19';

Thence along the Trinity River Authority Fee taking line as follows:

S 46°50'00" E 38.95';
 N 51°30'00" E 463.52';
 N 85°31'00" E 159.03';

N 59°28'00" E 315.09';
S 86°19'00" E 174.72';
S 73°50'00" E 193.85';
S 73°50'00" E 74.00';
S 27°25'00" E 296.23';
S 05°25'00" E 73.02';
S 68°19'00" E 81.31';
S 11°16'00" E 84.31';
S 37°12'00" E 115.46';
N 75°50'00" E 72.58';
S 76°59'00" E 158.48';
N 30°23'00" W 138.33';
S 84°20'00" W 110.54';
N 00°04'00" E 98.54';
N 33°49'00" W 109.50';
N 60°00'00" W 100.58';
N 00°12'00" E 119.63';
N 16°56'00" W 142.74';
N 13°55'13" E 55.53';
N 13°55'13" E 66.60';
N 47°18'00" W 103.00';
N 27°42'00" E 257.50';
N 57°25'00" E 286.23';
S 82°13'00" E 276.19';
N 54°23'00" W 117.29';
N 47°42'00" W 98.63';
N 72°36'00" W 118.18';
N 11°34'00" W 141.12';
N 02°28'00" E 168.85';
N 01°15'00" W 296.18';
N 09°41'00" E 148.36';
N 30°51'00" W 246.06';
N 25°21'00" E 76.94';
N 49°33'00" E 110.27';
S 76°38'00" E 93.79';
S 44°24'00" E 299.64';
S 22°37'00" E 188.90';
N 44°00'00" E 1.06';
N 44°00'00" E 98.37';
N 72°41'00" E 186.07';
S 81°55'00" E 123.36';
S 35°02'00" E 111.72';
S 54°49'00" E 167.39';

N 68°11'00" E 191.17';
 S 76°35'00" E 182.17';
 S 57°49'00" E 122.23';
 S 15°53'00" E 123.18';
 S 58°01'00" E 103.90';
 N 26°33'00" W 106.81';
 N 05°07'00" W 447.01';
 S 89°56'00" E 213.09';
 N 63°41'00" E 157.19';
 N 75°53'00" E 229.69';
 N 25°51'00" E 117.48';
 N 44°33'00" E 198.89';
 N 85°36'00" W 128.80';
 N 07°46'00" E 168.81';
 N 39°25'00" E 240.20';
 N 74°54'00" E 168.92';
 S 58°39'00" E 263.90';
 S 38°48'00" E 190.88';
 S 52°42'00" E 355.39';
 S 46°09'00" E 278.22';
 S 29°37'00" E 134.25';
 S 05°00'00" E 119.74';
 S 26°12'00" W 77.54';
 S 75°21'00" E 82.52';
 N 27°45'00" E 59.65';
 N 77°04'00" E 55.69';
 S 57°07'00" E 130.59';
 S 26°44'00" E 100.34';
 S 26°44'00" E 10.78';
 S 19°07'00" E 31.50';
 S 19°07'00" E 88.12';
 S 08°40'00" E 62.71';
 S 08°40'00" E 86.55';
 S 31°31'00" W 59.95';

Thence S 73°08'27" W 616.54' along the north line of Pelican Sanctuary (10.000 acres);

Thence S 17°56'25" E 616.87' along the west line of said Pelican Sanctuary;

Thence continuing along said Trinity River Authority Fee taking line as follows:

S 63°27'00" W 109.01';
 N 47°31'00" W 123.03';
 N 85°10'00" W 207.62';

S 23°53'00" E 187.37';
S 50°52'00" W 112.15';
S 70°50'00" W 258.92';
S 21°16'00" W 94.97';
N 67°47'00" E 206.13';
N 74°30'00" E 249.72';
S 58°03'00" E 151.60';
N 86°50'00" E 290.94';
S 54°26'00" E 121.25';
S 80°20'00" E 143.20';
S 86°23'00" E 171.53';
S 48°55'00" W 94.74';
S 48°55'00" W 89.27';
S 44°54'00" W 147.97';
S 86°07'00" W 120.25';
S 60°56'00" W 117.94';
S 41°38'00" W 178.07';
S 86°23'00" W 148.83';
S 64°00'00" W 142.34';
N 85°56'00" E 85.28';
S 66°36'00" E 457.60';
S 22°13'00" E 111.82';
S 83°22'00" E 110.58';
S 47°48'00" E 166.46';
S 31°43'00" E 136.08';
S 75°51'00" W 188.78';
S 44°39'00" W 98.65';
S 80°02'00" W 316.33';
S 80°02'00" W 0.30';
S 46°06'00" W 162.98';
S 29°10'00" E 152.64';
S 50°43'00" E 101.32';
N 58°09'00" E 103.04';
S 50°59'00" E 264.07';
S 17°11'00" W 114.20';
S 54°20'00" E 192.85';
N 21°08'00" E 102.48';
S 66°15'00" E 180.09';
N 77°00'00" E 132.13';
N 87°05'00" E 318.81';
S 31°50'00" E 160.25';
S 54°17'00" W 178.42';
S 36°33'00" W 377.07';

S 03°22'00" E 184.32';
S 23°44'00" E 302.12';
S 23°51'00" E 367.84';
S 70°14'00" W 133.98';
S 88°24'00" W 326.68';
N 49°26'00" W 231.37';
S 59°12'00" W 114.47';
S 30°06'00" W 120.84';
S 64°18'00" E 299.09';
S 39°49'00" E 358.53';
S 15°52'00" E 283.25';
S 01°02'00" W 100.27';
S 01°02'00" W 76.33';
S 00°15'00" W 108.64';
S 51°05'00" W 135.33';
S 84°15'00" E 122.97';
S 70°36'00" E 277.46';
N 79°14'00" E 118.95';
S 19°47'00" E 360.81';
S 08°36'00" E 138.62';
S 13°49'00" W 385.48';
S 01°32'00" W 208.56';
S 83°26'00" W 134.59';
N 54°41'00" W 194.50';
S 80°18'20" W 127.33';
N 59°55'00" W 81.76';
N 14°53'00" W 183.65';
S 78°34'00" W 115.94';
S 02°01'00" E 106.53';
S 65°55'00" W 136.00';
N 81°43'00" W 134.35';
N 56°19'00" W 111.99';
N 40°44'00" W 147.17';
N 00°30'00" E 228.96';
N 21°25'00" W 91.08';
N 55°07'00" W 262.57';
N 08°55'00" W 142.63';
N 32°45'00" W 131.06';
S 79°08'06" W 203.28';
N 46°42'59" W 50.71';
N 46°42'59" W 112.57';
N 04°30'00" W 164.93';
N 34°33'00" W 122.08';

S 07°27'00" E 174.41';
S 67°02'00" W 152.59';
S 56°05'00" W 105.90';
S 77°41'00" E 206.21';
S 30°13'00" E 59.51';
S 30°13'00" E 45.33';
S 26°01'00" E 58.67';
S 58°30'00" E 100.97';
S 46°21'00" E 101.41';
S 19°30'00" E 175.86';
S 29°47'00" E 96.25';
S 09°32'00" E 113.42';
S 14°37'00" E 187.14';

Thence WEST 2718.34' to the place of beginning .

FIRST TRACT

BEING Lot Six (6), **BAY HILL POINT**, a subdivision within the Isaac Prater Survey, Abstract No. 239, in San Jacinto County, Texas as shown by the Second Replat thereof recorded in Volume 55, Page 315, of the Official Public Records of San Jacinto County, Texas; and being the same property described in a Deed from Bay Hill Point Development, Inc. to Jack N. McCrary and wife, Suzanne F. McCrary dated October 19, 1987 recorded in Volume 61, Page 385, Official Public Records of San Jacinto County, Texas.

SECOND TRACT

BEING Lot Seven (7), **BAY HILL POINT**, a subdivision within the Isaac Prater Survey, Abstract No. 239, in San Jacinto County, Texas as shown by the Second Replat thereof recorded in Volume 55, Page 315, of the Official Public Records of San Jacinto County, Texas; and being the same property described in a Deed from Bay Hill Point Development, Inc. to Jack N. McCrary and wife, Suzanne F. McCrary dated March 12, 1990 recorded in Volume 105, Page 388, Official Public Records of San Jacinto County, Texas.

THIRD TRACT

BEING 0.610 acre of land out of the "Reserve for Future Development" of **BAY HILL POINT**, a resubdivision of Lot 32, Block 1, **BAY HILL**, a subdivision in the Isaac Prater Survey, Abstract No. 235, San Jacinto County, Texas, as shown by the Plat of Record in Volume 5, Page 26, Plat Records of San Jacinto County, Texas, and by the Second Replat of **BAY HILL POINT** recorded in Volume 55, Page 315, Official Public Records of San Jacinto County, Texas, and said 0.610 acre being more particularly described by metes and bounds as follows:

BEGINNING at the most northern corner of said **BAY HILL POINT** subdivision as shown on said Second Replat, same being the most northern corner of the herein described 0.610 acre tract;

BEGINNING at the most northern corner of said BAY HILL POINT subdivision as shown on said Second Replat, same being the most northern corner of the herein described 0.610 acre tract;

THENCE S 55° 53' 00" E 10.62 ft. along the northeast boundary line of said BAY HILL POINT subdivision to an angle point in said line;

THENCE S 29° 06' 00" E 177.09 ft. along the northeast boundary line of said BAY HILL POINT subdivision to the most eastern corner of the herein described 0.610 acre tract, same being the most northern corner of Lot 7 (0.123 acre) of said subdivision;

THENCE S 25° 16' 51" W 99.97 ft. along the common line between the herein described 0.610 acre tract and said Lot 7, to their south common corner located on the north right of way line of Point Drive (a 22-ft wide roadway in said BAY HILL POINT subdivision);

THENCE N 88° 20' 00" W 9.94 ft. along the north right of way line of said Point Drive to the P. C. of a curve;

THENCE 27.88 ft in a northwesterly direction along said right of way line in a curve to the right having a central angle of 49° 49' 24", the radius being 32.06 ft. and the chord bears N 63° 25' 18" W 27.01 ft. to the P.T. of said curve;

THENCE N 38° 30' 36" W 8.50 ft. along the north right of way line of said Point Drive to the P.C. of a curve;

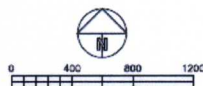
THENCE 44.53 ft. in a northwesterly direction along said right of way line in a curve to the left having a central angle of 27° 38' 50", the radius being 92.28 ft. and the chord bears N 52° 20' 01" W 44.10 ft. and the chord bears N 52° 20' 01" W 44.10 ft. to the P.T. of said curve;

THENCE N 66° 09' 26" W 122.77 ft. along the north right of way line of said Point Drive to its intersection with the east right of way line of Bay Hill Road (a 40-ft. wide roadway), located on the west line of said BAY HILL POINT subdivision;

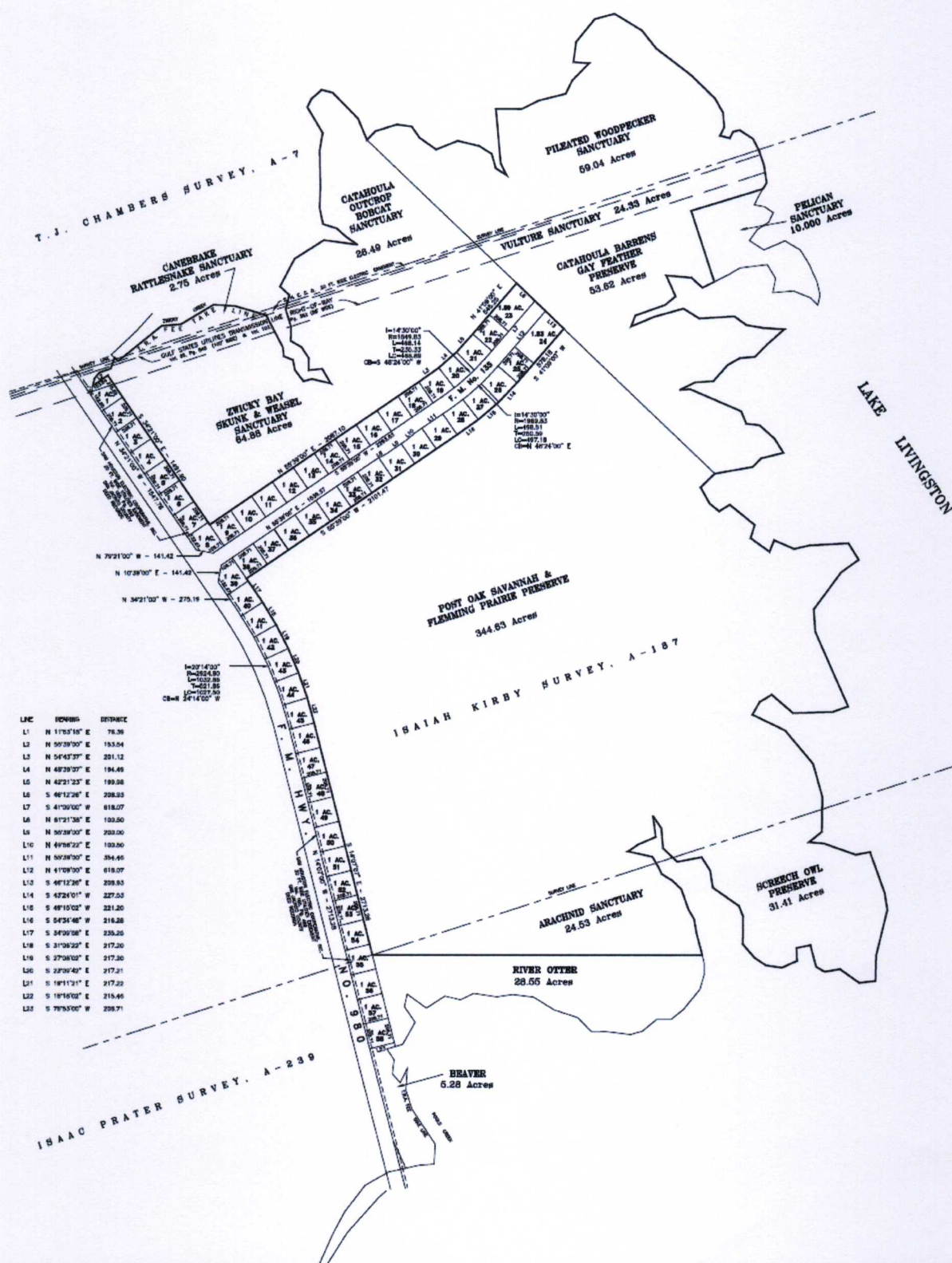
THENCE 25.67 ft. in a northerly direction along the east right of way line of said Bay Hill Road, same being the west line of said subdivision, in a curve to the left having a central angle of 11° 55' 33", the radius being 123.55 ft. and the chord bears N 10° 54' 23" W 25.63 ft. to the northwest corner of said BAY HILL POINT subdivision;

THENCE N 59° 41' 00" E 185.06 ft. along the north line of said subdivision to the PLACE OF BEGINNING and containing within these bounds 0.610 acre of land.

And being the same property described in a Deed from Bay Hill Point Development, Inc. to Jack N. McCrary and wife, Suzanne F. McCrary dated March 12, 1990 recorded in Volume 105, Page 392, Official Public Records of San Jacinto County, Texas.



GEORGE H. & SUZANNE B. RUSSELL
HOLY TRINITY WILDERNESS CATHEDRAL
631.68 ACRES



27451

FILED FOR
RECORD

2011 DEC 21 AM 9 46

Angelia Steele
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF SAN JACINTO
I, Angelia Steele, hereby certify that this instrument was FILED in
number sequence on the date and 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 21 2011



ANGELIA STEELE
COUNTY CLERK
SAN JACINTO COUNTY, TEXAS