



File No. Sketch File 1A
 Location Kleberg County
Sketch-32.222 ac. Conservation
 Filed Easement Agreement
March 14 19 96
 By GARRY MAURO, Com'r
Douglas Howard

X = 2,411,255.32
 Y = 682,029.75

FILED FOR
 INFORMATION ONLY
 R.D. SK 12

SLAND
 county 29192

Bob Hall Per 415

Fountain

County Park

BOYLES LINE

NUECES CO
 KLEBERG CO

NUECES CO
 KLEBERG CO

INDIAN BDY

Shifting Sand
Elevs 1 To 25 Feet

Shifting Sand
Elevs 5 To 20 Feet

Shifting Sand
Elevs 10 To 34 Feet

430 ac.

30 ac.

495 ac.

185 ac.

310 ac.

95 ac.

923

924

925

930

64

173

174

177

178

179

CONSERVATION EASEMENT AGREEMENT

The parties to this Agreement are LAURENCE R. JONES, JR., COMMERCE BANK OF KANSAS CITY, MISSOURI, N.A., AND BARBARA P. NIEDERINGHAUS, CO-TRUSTEES U/W OF LAWRENCE R. JONES, DECEASED, REUNION RESOURCES COMPANY, INC., REUNION ENERGY COMPANY, TREGROVE MANAGEMENT COMPANY, and THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM FOR AND ON BEHALF OF THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER, collectively hereinafter referred to as "Grantors", and THE STATE OF TEXAS, ACTING BY AND THROUGH GARRY MAURO, COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE AND CHAIRMAN OF THE TEXAS SCHOOL LAND BOARD ACTING ON BEHALF OF THE PERMANENT SCHOOL FUND, hereinafter referred to as "Grantee".

RECITALS:

1. Grantors are the owners of the undivided fee simple interest in certain real property in Kleberg County, Texas, more particularly described as Tract 1 on the attached Exhibit A ("the Property").

2. Tract 1 is undisturbed native barrier island grasslands littoral to the waters of the Laguna Madre.

3. Tract 1 has been selected by various State and Federal regulatory agencies as being especially suitable for creating intertidal wetlands, seagrass habitat, and/or wildlife and fisheries management area (the "project").

PL. No. Sketch File 1
KLEBERG County

Filed October 24 19 94

GARRY MAURO, Com'r
By Douglas Howard

counter 29/93

4. It is the objective of Grantors, as owners of the fee, to preserve Tract 1 in its natural, scenic and ecologically valuable state; however, it recognizes that the project will create land of an equally valuable, scenic and ecologically sensitive nature. Grantors desire to sustain the environmental value of the area and the plant and wildlife dependent upon it, and as owners have affirmative rights to preserve these values. To this end, Grantors and Grantee desire to convert the grasslands in Tract 1 to an intertidal wetland, seagrass habitat and/or wildlife and fisheries management area ("the Management Area").

5. Grantors desire that Tract 1, once it has been converted to the Management Area, be preserved as such in perpetuity, and to the extent it would have the right to maintain the land in such a state, it desires to transfer such right to the Grantee.

6. Grantee agrees to honor and defend the intentions of Grantors and to preserve and protect in perpetuity the value of Tract 1 for the benefit of the present and future generations.

Notwithstanding the foregoing, the parties each recognize that the western margin of Padre Island is in a constant state of movement; and that by the process of accretion, Tract 1 will eventually rise above the level of mean higher high tide. It is not the intention of Grantors to require Grantee to impede the natural processes of accretion or reliction.

IT IS THEREFORE AGREED, in consideration of the foregoing mutual covenants, terms, conditions and restrictions stated in this Agreement as follows:

A. Pursuant to Texas Natural Resource Code Section 183.001 et seq., Grantors voluntarily grant to Grantee a conservation easement in perpetuity over the Property ("the Conservation Easement"), to have and to hold unto Grantee, its successors and assigns; and Grantors do hereby bind themselves and their successors and assigns to warrant and defend the conveyance against every person whomsoever lawfully claiming the property or any part thereof when such claim is made by, through or under Grantors, but not otherwise.

B. The purpose of the Conservation Easement is to ensure that the Property will be retained forever predominantly in its natural, scenic, and open-space condition and to prevent any use of the Property that will significantly impair or interfere with the values of the Property.

C. To carry out this purpose, Grantors convey the following rights to Grantee under this conservation easement:

(a) To identify, preserve, protect, and, in consultation with Grantors, enhance the natural, scenic, and ecological values of the Property, including, without limitation, water, vegetation, wildlife and fisheries.

(b) To enter on the Property to enforce the rights granted by this Agreement and to monitor, observe, study, and make scientific observations of the Property, in a manner that will not interfere with Grantors' use and quiet enjoyment of the Property.

(c) To enjoin any activity on or use of the Property that is inconsistent with the purpose of this conservation

easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

D. The use of the Property will be confined to those activities which are consistent and compatible with the Management Area.

E. Notwithstanding paragraphs B., C., and D. above, it is not the intention of Grantors to convey any rights whatsoever to the mineral estate or in any way diminish the rights preserved to the mineral estate by Texas law. This conservation easement is made subject to all existing easements, leases and subleases affecting the Property or any part thereof.

F. Grantors shall continue the payment of all real property taxes and assessments levied on the Property. Grantee shall bear all costs and liabilities related to defending the values of the Property in perpetuity, including the ongoing costs of monitoring compliance with this Agreement, except with respect to enforcement against Grantors.

G. To the maximum extent allowed by law, Grantee shall hold harmless, defend, and indemnify Grantors against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorneys' fees, arising from Grantee's exercise of easement rights granted by this instrument.

H. Since this conservation easement is granted solely for conservation purposes, Grantee will not assign its rights and obligations under this Agreement except to an agency of the State of Texas or a charitable organization qualified to hold such in-

terests under state law and committed to hold the easement solely for conservation purposes.

I. Besides Grantee, the Texas Attorney General shall have a third-party right to enforce the terms of this Agreement pursuant to Texas Natural Resources Code Section 183.001 et seq.

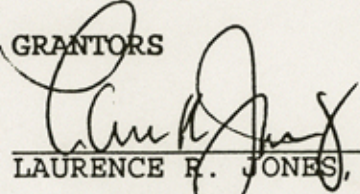
J. This conservation easement, with its rights and privileges, shall be perpetual.

K. This Agreement shall bind and inure to the benefit of the respective parties, their personal representatives, successors, and assigns. This Agreement, and its covenants and restrictions, shall run with the land.

L. This Agreement is not a dedication, and it does not authorize and shall not be construed to authorize any member of the public to trespass or use any portion of the Property.

M. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

EXECUTED on the dates set forth in the acknowledgment lines below, to be effective for all purposes as of the ^{29TH}~~5~~ day of July ~~July~~ August, 1994.

GRANTORS


LAURENCE R. JONES, JR.

COMMERCE BANK OF KANSAS CITY,
MISSOURI, N.A., CO-TRUSTEE U/W OF
LAURENCE R. JONES, DECEASED

counter 29197



By: [Signature], its Vice President

BARBARA P. NIEDERINGHAUS,
CO-TRUSTEE U/W OF LAURENCE R.
JONES, DECEASED

REUNION RESOURCES COMPANY, INC.

By: _____, its _____

REUNION ENERGY COMPANY

By: _____, its _____

TREEGROVE MANAGEMENT COMPANY

By: _____, its _____

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM FOR AND
ON BEHALF OF THE UNIVERSITY OF
TEXAS M. D. ANDERSON CANCER CENTER

By: _____ its _____

ATTEST:

Arthur H. Dilly,
Executive Secretary

APPROVED AS TO FORM:

By: _____
Attorney, Office of
General Counsel

APPROVED AS TO CONTENT:

By: _____
Office of Endowment
Real Estate

ACKNOWLEDGED AND ACCEPTED:

Executed this _____ day of
_____, 19____, under Seal of
Office

GRANTEE

THE STATE OF TEXAS

By: _____, its _____

Barbara P. Niederinghaus

BARBARA P. NIEDERINGHAUS,
CO-TRUSTEE U/W OF LAURENCE R.
JONES, DECEASED

REUNION RESOURCES COMPANY, INC.

By: _____, its _____

REUNION ENERGY COMPANY

By: _____, its _____

TREEGROVE MANAGEMENT COMPANY

ATTEST:

Arthur H. Dilly,
Executive Secretary

APPROVED AS TO FORM:

By: _____
Attorney, Office of
General Counsel

APPROVED AS TO CONTENT:

By: _____
Office of Endowment
Real Estate

By: _____, its _____

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM FOR AND
ON BEHALF OF THE UNIVERSITY OF
TEXAS M. D. ANDERSON CANCER CENTER

By: _____ its _____

ACKNOWLEDGED AND ACCEPTED:

Executed this ____ day of
_____, 19____, under Seal of
Office

GRANTEE

THE STATE OF TEXAS

By: _____, its _____

BARBARA P. NIEDERINGHAUS,
CO-TRUSTEE U/W OF LAURENCE R.
JONES, DECEASED

REUNION RESOURCES COMPANY, -----

By: Thomas N. Amonett
THOMAS N. AMONETT, its PRESIDENT

REUNION ENERGY COMPANY

By: Thomas N. Amonett
THOMAS N. AMONETT, its PRESIDENT

TREEGROVE MANAGEMENT COMPANY

By: Thomas N. Amonett
THOMAS N. AMONETT, its PRESIDENT

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM FOR AND
ON BEHALF OF THE UNIVERSITY OF
TEXAS M. D. ANDERSON CANCER CENTER

By: _____ its _____

ATTEST:

Arthur H. Dilly,
Executive Secretary

APPROVED AS TO FORM:

By: _____
Attorney, Office of
General Counsel

APPROVED AS TO CONTENT:

By: _____
Office of Endowment
Real Estate

ACKNOWLEDGED AND ACCEPTED:

Executed this _____ day of
_____, 19____, under Seal of
Office

GRANTEE

THE STATE OF TEXAS

By: _____, its _____

BARBARA P. NIEDERINGHAUS,
CO-TRUSTEE U/W OF LAURENCE R.
JONES, DECEASED

REUNION RESOURCES COMPANY, INC.

By: _____, its _____

REUNION ENERGY COMPANY

By: _____, its _____

TREEGROVE MANAGEMENT COMPANY

By: _____, its _____

THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM FOR AND
ON BEHALF OF THE UNIVERSITY OF
TEXAS M. D. ANDERSON CANCER CENTER

By: Mary Ellen Cook
Mary Ellen Cook its Associated Director

ATTEST:

Arthur H. Dilly
Arthur H. Dilly,
Executive Secretary

APPROVED AS TO FORM:

By: James P. Myner
Attorney, Office of
General Counsel

APPROVED AS TO CONTENT:

By: Kathy Libensat
Office of Endowment
Real Estate

ACKNOWLEDGED AND ACCEPTED:

Executed this 22nd day of
July, 1994, under Seal of
Office

GRANTEE

THE STATE OF TEXAS

APPROVED
Contents
Deputy Comm.
Sr. Deputy Comm.
Executive

RM
RM/PM

By: Garry Mauro
Garry Mauro, Commissioner of
the Texas General Land Office
and Chairman of the Texas
School Land Board acting on
behalf of the Permanent School
Fund

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
1994, by LAURENCE R. JONES, JR.

Notary Public in and for
the State of Texas
My Commission Expires: _____

STATE OF MISSOURI §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
1994, by _____ of COMMERCE BANK
OF KANSAS CITY, MISSOURI, N.A., CO-TRUSTEE U/W OF LAURENCE R.
JONES, DECEASED.

Notary Public in and for
the State of Missouri
My Commission Expires: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____,
1994, by BARBARA P. NIEDERINGHAUS, CO-TRUSTEE U/W OF LAURENCE R.
JONES, DECEASED.

Notary Public in and for
the State of _____
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

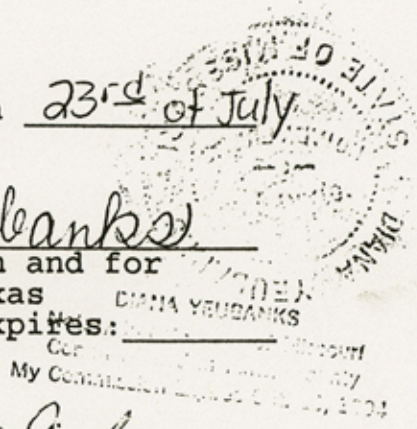
By: Garry Mauro, Commissioner of the Texas General Land Office and Chairman of the Texas School Land Board acting on behalf of the Permanent School Fund

ACKNOWLEDGMENTS

STATE OF Missouri §
~~TEXAS~~ §
COUNTY OF Jackson §

This instrument was acknowledged before me on 23rd of July 1994, by LAURENCE R. JONES, JR.

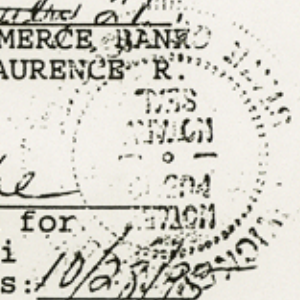
Diana Yeubanks
Notary Public in and for the State of Texas
My Commission Expires: _____



STATE OF MISSOURI §
COUNTY OF Jackson §

This instrument was acknowledged before me on 23 July 1994, by Dan Lang, Vice President of COMMERCE BANK OF KANSAS CITY, MISSOURI, N.A., CO-TRUSTEE U/W OF LAURENCE R. JONES, DECEASED.

Vickey Wiebe
Notary Public in and for the State of Missouri
My Commission Expires: 10/23/95



STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____ 1994, by BARBARA P. NIEDERINGHAUS, CO-TRUSTEE U/W OF LAURENCE R. JONES, DECEASED.

Notary Public in and for the State of _____
My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF _____ §

By: Garry Mauro, Commissioner of the Texas General Land Office and Chairman of the Texas School Land Board acting on behalf of the Permanent School Fund

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 1994, by LAURENCE R. JONES, JR.

Notary Public in and for
the State of Texas
My Commission Expires: _____

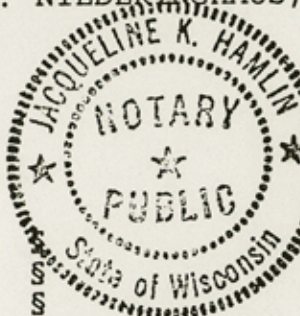
STATE OF MISSOURI §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 1994, by _____ of COMMERCE BANK OF KANSAS CITY, MISSOURI, N.A., CO-TRUSTEE U/W OF LAURENCE R. JONES, DECEASED.

Notary Public in and for
the State of Missouri
My Commission Expires: _____

STATE OF Wisconsin §
 §
COUNTY OF Ozaukee §

This instrument was acknowledged before me on July 21, 1994, by BARBARA P. NIEDERINGHAUS, CO-TRUSTEE U/W OF LAURENCE R. JONES, DECEASED.



Jacqueline K. Hamlin

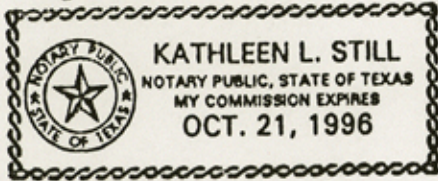
Notary Public in and for
the State of Wisconsin
My Commission Expires: 6/25/95

STATE OF TEXAS
COUNTY OF _____

STATE OF TEXAS §

COUNTY OF HARRIS §

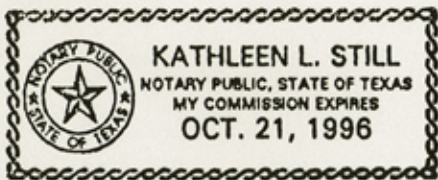
This instrument was acknowledged before me on 3 AUGUST, 1994, by THOMAS N. AMONETT, PRESIDENT of REUNION RE-SOURCES COMPANY, a DELAWARE corporation, on behalf of the corporation.



Kathleen L. Still
Notary Public in and for
the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 3, 1994, by THOMAS N. AMONETT, PRESIDENT of REUNION ENER-GY COMPANY.



Kathleen L. Still
Notary Public in and for
the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on 3 AUGUST, 1994, by THOMAS N. AMONETT, PRESIDENT of TREEGROVE MAN-AGEMENT COMPANY.



Kathleen L. Still
Notary Public in and for
the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 1994, by _____ of THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM FOR AND ON BEHALF OF THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER.

Notary Public in and for
the State of Texas
My Commission Expires: _____
the State of Texas
My Commission Expires: _____

This instrument was acknowledged before me on _____, 1994, by _____ of REUNION RESOURCES COMPANY, INC., a _____ corporation, on behalf of the corporation.

Notary Public in and for
the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 1994, by _____ of REUNION ENERGY COMPANY.

Notary Public in and for
the State of Texas
My Commission Expires: _____

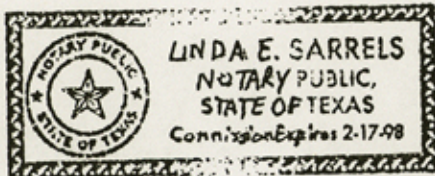
STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 1994, by _____ of TREEGROVE MANAGEMENT COMPANY.

Notary Public in and for
the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 22, 1994, by Mary Eileen Cook, Associate Director of THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM FOR AND ON BEHALF OF THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER.



Linda E. Sarrels

Notary Public in and for
the State of Texas
My Commission Expires: 2/17/98
~~the State of Texas~~
My Commission Expires: _____

Tract 1

Being a 32.222 acre tract of land out of Lot 1 (Tovar Lot 1), of that certain subdivision made for the sale of lands in the Estate of Jose Maria Tovar according to a survey made by C.F.H. von Blucher, a map of which is recorded in Volume C, Page 209, of the probate records of Nueces County, Texas and Volume 2, Pages 82-83, of the map records of Kleberg County, Texas and being out of those lands accreted to the western boundary line of said Tovar Lot 1, on the east shore of the Laguna Madre, this tract being more particularly described by metes and bounds as follows;

Beginning at a 5/8 inch iron rod, set, on the western shoreline of Padre Island, for the north corner of this tract, said shoreline being the east shore of the Laguna Madre, as established by the Mean Higher High Water (MHHW) mark of said Laguna Madre and approved by the Texas General Land Office (GLO), by letter dated March 7, 1994, a map of which is filed in the records of said GLO as Kleberg County Rolled Sketch No. 12, from which 5/8 inch iron rod, a 12 inch diameter concrete monument with brass disk, stamped (Kleberg County, County Line, Set 1968, Nueces County), found, on the north boundary line of said Tovar Lot 1, at an angle point in the Nueces-Kleberg County Line, bears North 48° 25' 43" East, a distance of 369.98 feet to another 12 inch diameter concrete monument (no disk), 6 feet high, found, on said County Line near it's intersection with said shoreline of the Laguna Madre and thence, North 73° 00' 35" East, with said County Line, a distance of 1907.52 feet, said brass disk having coordinates established as N 5,212,922.696 Meters and E 424,200.694 Meters, Texas Coordinate System, South Zone, North American Datum, 1983; *Approx. 2773.43.00 9 1.422320.475*

Thence, South 38° 25' 31" East, a distance of 749.96 feet, to a 5/8 inch iron rod, set, for the east corner of this tract;

Thence, South 51° 34' 29" West, a distance of 1,700.00 feet, to a 5/8 inch iron rod, set, for the south corner of this tract;

Thence, North 38° 25' 31" West, a distance of 634.20 feet to a 5/8 inch iron rod, set, on the aforementioned shoreline of Laguna Madre, as approved by the Texas General Land Office, for the west corner of this tract;

Thence, with the meanders of said shoreline, with aforementioned MHHW line, the following courses and distances:

Thence, North 20° 07' 32" East, a distance of 303.70 feet, to a 5/8 inch iron rod, set, for a corner of this tract;

Thence, North 28° 33' 31" East, a distance of 279.13 feet, to a 5/8 inch iron rod, set, for a corner of this tract;

Thence, North 59° 10' 38" East, a distance of 115.21 feet, to a 5/8 inch iron rod, set, for a corner of this tract;

Thence, North 45° 43' 30" East, a distance of 148.75 feet, to a 5/8 inch iron rod, set, for a corner of this tract;

Thence, North 57° 37' 08" East, a distance of 216.12 feet, to a 5/8 inch iron rod, set, for a corner of this tract;

Thence, North 55° 19' 20" East, a distance of 123.14 feet, to a 5/8 inch iron rod, set, for a corner of this tract;

Thence, North 64° 43' 58" East, a distance of 145.12 feet, to a 5/8 inch iron rod, set, for a corner of this tract;

Thence, North 69° 46' 06" East, a distance of 141.75 feet, to a 5/8 inch iron rod, set, for a corner of this tract;

Thence, North 51° 02' 00" East, a distance of 90.39 feet, to a 5/8 inch iron rod, set, for a corner of this tract;

Thence, North 66° 39' 47" East, a distance of 105.78 feet, to a 5/8 inch iron rod, set, for a corner of this tract;

Thence, North 78° 01' 06" East, a distance of 104.71 feet, to a 5/8 inch iron rod, set, for a corner of this tract;

and Thence, North 02° 07' 29" West, a distance of 36.80 feet to the PLACE OF BEGINNING and containing 32.222 acres of land.

EXHIBIT A
To Conservation Easement Agreement

RECORDER'S MEMORANDUM:
All Or Parts Of The Text On This Page
Was Not Clearly Legible For Satisfactory
Recording

Counter 29207

File 208150

FILED FOR RECORD

94 SEP -2 PM 2:50

SAM D. DEANDA
COUNTY CLERK KLEBERG CTY.

BY: *Barbara S. Young*
DEPUTY

BARBARA S. YOUNG

P.O. Box 352
617 E. Kleberg
Kingsville, Texas 78363
512-592-4334

VOL 104 PAGE 845

Kleberg County Title Co.

State of Texas County of Kleberg

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the OFFICIAL RECORDS of Kleberg County, Texas.

Indexed

Compared

Volume 104 Page 830

SEP - 6 1994



Recording Date

Sam D. Deanda

Sam D. Deanda
County Clerk, Kleberg County

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

Counter 29208

Plat of Deed Calls for: Conservation easemen
 Conservation Easement 32.222 acres 10-24-94



| Conservation easemen | AREA | .. CLOSING ERROR .. |
|------------------------|----------------------|---------------------|
| Scale : 2000 ft/in | Acres : 32.222 | Bearing: CLOSED |
| North Shift: +0 | Sq. Feet : 1403601 | Feet : 0.00 |
| East Shift : +0 | Sq. Meters: 130398.6 | Meters : 0.001 |
| DMS Rotated: +000.0000 | Perimeter : 4894.76 | Precision: 1/999999 |

1. S38.2531E 749.96
2. S51.3429W 1700
3. N38.2531W 634.2
4. N20.0732E 303.7
5. N28.3331E 279.13
6. N59.1038E 115.21
7. N45.4330E 148.75
8. N57.3708E 216.12
9. N55.1920E 123.14
10. N64.4358E 145.12
11. N69.4606E 141.75
12. N51.0200E 90.39
13. N66.3947E 105.78
14. N78.0106E 104.71
15. N02.0729W 36.80

1262.43
 - 749.96

 512.47

1149.67
 634.2

 515.47

File No. Sketch File 1B
~~Survey Closure Kleberg County~~
 Survey Closure
 Filed March 14
 By GARRY MAURO, Com'r
Davies for Howard
19 96