



general appearance.

WHEREAS, Grantor and Grantee agree that nothing set forth herein shall constitute a limitation upon, or impose a duty upon Grantee with respect to, the rights, privileges and duties of third parties in and to the Protected Property;

NOW, THEREFORE, the following restrictions are hereby imposed creating the Easement upon the Protected Property, and the acts which Grantee covenants to do and refrain from doing therein and thereon are as follows:

1. There shall be no agricultural, commercial or industrial activity undertaken on the Protected Property except as hereinafter provided.

2. Except as may be required by law, no application of pesticides, including, but not limited to, insecticides, fungicides, rodenticides and herbicides shall be made to the Protected Property.

3. Farming, tilling and grazing of domestic livestock is prohibited.

4. No dumping or storing of ashes, sawdust, non-composted organic waste, sewage, garbage, scrap material, sediment discharges, oil and petroleum by-products, leached compounds, toxic fumes and any other "hazardous substance" (as hereinafter defined) shall be placed in, on, over, under or upon the Protected Property. For the purposes of this paragraph 4, the phrase "hazardous substance" shall mean and refer to a substance currently defined as a "hazardous substance" in the federal Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et seq.) and/or a substance whose manufacture, processing, contribution in commerce, use, possession or disposal is banned, prohibited or limited pursuant to the federal Toxic Substances Control Act (15 U.S.C. 2601 et seq.).

5. No dune buggies, motorcycles, all-terrain vehicles or other motorized recreational vehicles shall be operated on the Protected Property, nor shall the off-road use of automobiles, trucks, vans or other motor vehicles be permitted except as is necessary for inspection, maintenance, fire protection or emergency purposes.

6. No telephone, telegraph, cable television, electric, gas, water, sewer or other utility line(s) shall be routed over, under in, upon or above the Protected Property. Television dishes, radar and/or radio antenna and other telecommunications equipment are prohibited on the Protected Property.

7. The Protected Property shall not be subdivided.

8. No residential dwelling, apartment, building, multifamily unit, motel or hotel shall be constructed on the Protected Property. Except for the residence of an on-site manager, if any, no residential structure of any kind, temporary or permanent, shall be located on the Protected Property. There shall be no construction or placement of advertising signs, billboards or any advertising materials on the Protected Property.

9. There shall be no introduction of non-native, exotic plant or animal species upon the Protected Property.

10. No exterior artificial illumination shall be employed on the Protected Property.

11. No new permanent roads shall be constructed on the Protected Property. Maintenance of existing roads shall be limited to removal of dead vegetation, necessary pruning or removal of hazardous trees and plants and/or application of permeable materials (e.g., sand, gravel, crushed stone) necessary to correct or prevent erosion. Widening of existing roads is specifically prohibited.

12. There shall be no dredging, construction of ponds, groins or dikes, or alteration of natural water courses on the Protected Property; provided, however, notwithstanding the foregoing, Grantee may maintain the existing dam at Lake Ament and may maintain existing windmill water systems provided Grantee insures that all work is performed in compliance with the foregoing covenants and restrictions.

13. Hunting of game species may be allowed so long as hunting is to be conducted in accordance with State and federal laws; provided, however, hunting shall be conducted in a manner that will maintain a sustainable population of healthy native species upon the Protected Property. The role of native predators in the maintenance of natural biological processes on the Protected Property is recognized and protected by this covenant. That natural role will be accepted when determining appropriate harvest allowances of game species upon the Protected Property.

Notwithstanding the foregoing to the contrary, subject to prior approval of Grantor, the management of predators upon the Protected Property may be allowed when, due to extreme natural conditions, extirpation of native species upon the Protected Property will occur without appropriate management of predator impact. In the event Grantor approves the management of natural predators, hunting shall be suspended accordingly during the management period.

14. Minerals conveyed by this Deed shall not be mined. There shall be no filling, excavating, dredging or drilling on the Protected Property.

Grantor acknowledges that Grantee currently owns extensive mineral rights in the Protected Property conveyed herein. Notwithstanding any provision herein to the contrary, nothing set forth herein shall affect, encumber or modify the existing rights of Grantee or any permittee or lessee of Grantee to fully explore, develop or produce the minerals owned by Grantee. In the event of exploration, development or production of State-owned minerals by a permittee or lessee of Grantee, Grantee agrees to require such permittee or lessee to comply with exploration, development and production requirements and procedures, as applicable, similar to those currently applicable to development of Permanent School Fund minerals in State parks and natural areas.

15. Grantor will have a right to enter the Protected Property at any time upon prior written notice to Grantee to inspect the condition thereof and to monitor Grantee's compliance with the covenants and restrictions set forth herein; provided, however, such right shall not be exercised in a manner which would unreasonably interfere with Grantee's and/or its lessees' or permittees' use and/or management of the Protected Property.

16. Grantor and Grantee acknowledge and agree that Grantee has no obligation to transfer or otherwise convey title to the Protected Property following acceptance of this Gift Deed. Grantee agrees that it will not convey or otherwise transfer, without the prior written consent of Grantor, the Protected Property to any party other than the Texas Parks and Wildlife Department or any successor agency ("TPW") or the National Park Service of the Department of the Interior ("NPS") for use as and inclusion in a nature park, wildlife refuge, recreational area or similarly designated use area. In the event Grantee proposes conveyance or transfer to any other person, agency or entity, Grantee shall first offer the Protected Property to TPW and NPS. If neither TPW or NPS desire to obtain title to the Protected Property pursuant to the terms and conditions set forth in Grantee's offer, Grantee shall have the right thereafter, subject to Grantor's prior approval, to transfer or otherwise convey the Protected Property to any third party, subject only to the Easement set forth herein.

17. Grantee from time to time may submit management and use plans (the "Management Plan") to Grantor for review and approval, which shall address, without limitation, the following issues: (i) exploration, development and production of minerals, (ii) property use by Grantee, its lessees and permittees, including low-impact recreational use, (iii) creation and maintenance of trails and roads for safety and emergency access purposes, and (iv) use of the Protected Property for scientific and educational purposes. Grantor and Grantee further acknowledge and agree that (i) following approval by Grantor, to the extent the Management Plan conflicts with any of the covenants and/or restrictions of the Easement, the subject provision in the Management Plan shall

control, and (ii) following initial adoption of a Management Plan, Grantor and Grantee may review the same at three (3) to (5) year intervals and may jointly amend the Management Plan as deemed necessary and appropriate.

The foregoing Easement, including the covenants and restrictions set forth therein, shall run with the land and be binding upon Grantee, its successors and assigns; however, it is specifically understood and agreed by and between Grantor and Grantee that by acceptance of this Gift Deed, Grantee assumes responsibility for the Easement and the covenants and restrictions set forth therein only during the period of Grantee's ownership of the Protected Property and that, upon transfer of same, Grantee shall thereupon be released and discharged from the Easement and all covenants and obligations accruing after the date of such transfer.

Grantor and Grantee acknowledge and agree that Grantee accepts title to the Protected Property subject to the rights of third parties, and that Grantee shall have no duty, obligation or liability with regard to the acts or omissions of any third party, regardless of whether such third party is a predecessor in title to Grantee or otherwise.

In the event Grantor reasonably believes that the terms of the foregoing Easement are being violated, or in the event activities are being conducted on the Protected Property which are inconsistent with the terms of the foregoing Easement, Grantor shall notify Grantee in writing of the violation or activity in question, identifying such violation or activity with particularity. Grantee shall thereupon have a reasonable period, but in no event less than thirty (30) days, in which to commence to cure any such violation or activity. Unless and until Grantee fails to exercise reasonable diligence to complete such curing, Grantor shall not have any remedy or cause of action by reason thereof. In the event Grantee does not cure such violation or activity within a reasonable period, or in the event Grantee believes that the purpose and intent of the Easement created and reserved herein is incapable of fulfillment or of being sustained on a continuous basis, then and in such event, Grantor shall have the right to seek such a judicial determination by a court of competent jurisdiction. In the event a court of competent jurisdiction determines that Grantee is in violation of the foregoing Easement, Grantee shall have the right to cure such violation within the thirty (30) day period immediately following such judicial determination and, as a condition of such cure, Grantee shall reimburse Grantor for court costs and reasonable attorney's fees expended in obtaining such determination. In the event Grantee does not cure such violation within such thirty (30) day period, or in the event the court determines that the Easement reserved herein is incapable of fulfillment or of being sustained on a continuous basis, then and in such event, the Protected

Property shall revert to Grantor without further action of any party.

Grantor shall the right to assign its rights, duties and obligations under the Easement, provided Grantor provides Grantee with at least thirty (30) days prior written notice of assignment, indicating the full name and address of the assignee. In the event Grantor assigns its rights, duties and obligations under the Easement, Grantor's assignor shall, in addition to the terms of the Easement, be bound by, and shall comply with, the terms and provisions of all written agreements which supplement the Easement, including, but not limited to, the Management Plan, regardless of whether such writing is filed of record in Brewster County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee and its successors and assigns, forever, and it does hereby bind itself, and its successors and assigns to warrant and forever defend, all and singular, the said premises unto Grantee, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, except as to the reservation from and exception to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise. However, this conveyance, in connection with any warranty that may arise by operation of law, is made subject to all restrictions, covenants, conditions, reservations, right-of-ways, easements and leases, if any, that are valid, existing and properly of record or visible and apparent upon the property described above or set forth in the Easement reserved to Grantor herein.

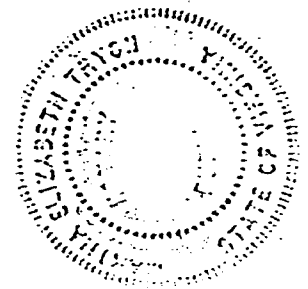
EXECUTED this the 23rd day of December, 1991.

THE CONSERVATION FUND

By Patrick F. Noorah

Name: \_\_\_\_\_

Title: President



THE STATE OF VIRGINIA §  
COUNTY OF ARLINGTON §

This instrument was acknowledged before me on this 23rd day of December, 1991, by Patrick F. Noorah, the President of The Conservation Fund, a non-profit corporation.

ELIZABETH TRYON  
NOTARY PUBLIC  
Commonwealth of Virginia  
My Comm. Exps. 3/31/95

M Elizabeth Tryon  
Notary Public, State of VIRGINIA  
My Commission Expires: 3/31/95

ACCEPTANCE OF GIFT

The gift created and offered by the foregoing document is hereby accepted by the State of Texas, for and on behalf of the Permanent School Fund, together with and subject to the Easement reserved therein.

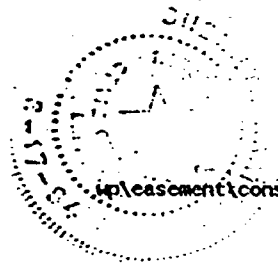
THE STATE OF TEXAS, for and on behalf  
of the Permanent School Fund

By: Garry Mauro  
Garry Mauro, Commissioner,  
General Land Office

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 30th  
day of December, 1991, by Garry Mauro, Commissioner of the  
General Land Office, on behalf of the Permanent School Fund of the  
State of Texas.

Phillip Kaatz  
Notary Public, State of Texas  
My Commission Expires: 8/17/94



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# GIFT DEED

## EXHIBIT, A

9269.6 acres of land, more or less, in Brewster County, Texas,  
as follows:

<u>Part</u>	<u>Survey No.</u>	<u>Block No.</u>	<u>Original Grantee</u>	<u>Abstract No.</u>	<u>Approx. Acres</u>
A11	89	G-4	D & W Ry. Co.	1266	640
A11	90	G-4	D & W Ry. Co.	8142	640
A11	91	G-4	D & W Ry. Co.	1215	640
A11	92	G-4	D & W Ry. Co.	8141	640
A11	93	G-4	D & W Ry. Co.	1216	640
A11	94	G-4	D & W Ry. Co.	8143	640
A11	95	G-4	D & W Ry. Co.	1217	640
A11	96	G-4	D & W Ry. Co.	8150	640
A11	128	G-4	HE & WT Ry. Co.	8144	640
A11	129	G-4	HE & WT Ry. Co.	1456	640
A11	130	G-4	HE & WT Ry. Co.	8145	640
A11	132	G-4	HE & WT Ry. Co.	8152	640
A11	168	G-4	HE & WT Ry. Co.	8155	492
A11	167	G-4	HE & WT Ry. Co.	1475	640
A11	131	G-4	HE & WT Ry. Co.	1457	452.6