

CONSERVATION EASEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

THIS CONSERVATION EASEMENT is made this 14th day of January, 2014 by IRONWOOD HOLDINGS, LLC ("Grantor"), having an address at 1090 Cinclare Dr. Port Allen, Louisiana 70767, and its successors and assigns, in favor of Bayou Land Conservancy, a Texas non-profit organization qualified to do business in the State of Texas ("Grantee"), having an address at 10330 Lake Rd. Bldg. J, Houston, Texas 77070, and its successors and assigns.

Grantor hereby voluntarily grants and conveys to Grantee, and its successors and assigns, a perpetual and assignable conservation easement, said conservation easement being on, over and across all of a certain parcel of land known as the Danza del Rio Mitigation Bank ("the Property") of the nature and character and to the extent hereinafter set forth ("Conservation Easement"), as described in Exhibit A.

PURPOSES:

The Property possesses Conservation Values of great importance to Grantor, Grantee, the people of the Texas Gulf Coast Area and the people of the State of Texas. Specifically, the Property is a unique, ecologically diverse area consisting of 888.4 acres of land. Approximately 15.9 acres of this qualify as waters of the United States, of which 1.6 acres are within Dance Bayou and 14.3 are wetlands, providing migratory stop-over and wintering area for numerous migratory bird species. The Property is 70 % in the San Bernard Watershed and 30 % in the East Matagorda Bay Watershed. The Property, of which 795.8 acres will be restored to Columbia Bottomland forested wetlands, possesses the capacity to retain and absorb flood waters and overland flows. The Property is currently being restored from cattle pasture to forested wetlands and the improved habitat will contribute to the preservation efforts of the U.S. Fish and Wildlife Service by buffering and enhancing the San Bernard National Wildlife Refuge, which abuts the property along Dance Bayou.

No income tax breaks were taken or received by the Grantor for the conveyance of this Conservation Easement.

The Conservation Easement partially satisfies the United States Army Corps of Engineers (USACE) requirements for establishing the following Wetland Mitigation Bank Permit:

SWG-2011-00566 – Delta Land Services

The specific conservation values of the Property are documented in the baseline inventory report dated March 9 and June 6, 2012 and April 19, August 14, and October 10, 2013, and held at the Bayou Land Conservancy office.

This Conservation Easement shall be a covenant running with the land. It is the purpose of this Conservation Easement to assure that the Property will, to the maximum extent permitted by law, be retained in perpetuity in its open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to those

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, photo-copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

activities described and limited in Section 3 of the Terms and Conditions, and be consistent with the purposes of this Conservation Easement.

MAINTENANCE:

1. Establishment of Stewardship and Legal Defense Costs for Danza del Rio Mitigation Bank. At or prior to the time of execution of the Conservation Easement, Grantor paid to Grantee one-time Stewardship and Conservation Easement Legal Defense Fees.
2. Mitigation Plan. The United States Army Corps of Engineers (USACE) Wetland Mitigation Banking Instrument Permit SWG-2011-00566 was permitted with USACE-approved mitigation plans. The mitigation plan is to be executed by Grantor as described within their associated permit.
3. Management Plan. This Conservation Easement includes an approved mitigation banking instrument which includes a management plan, described in **Exhibit E**, which is to be applied in addition to the conditions of the USACE permits, and is subject to update as additional ecological issues arise.
4. Costs, Legal Requirements and Liabilities. Grantor retains all responsibilities related to the ownership, operation, upkeep, and maintenance of the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any new liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.
5. Taxes. Grantor shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority before delinquency, including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.
6. Application of Proceeds. Grantee shall use any proceeds received from an action on behalf of this Conservation Easement in a manner consistent with its conservation purposes.

TERMS AND CONDITIONS:

1. Rights of Grantee. To accomplish the purposes of this Conservation Easement, the following rights are hereby conveyed to the Grantee, its employees, agents, contractors, and its successors and assigns, with respect to the Property:
 - (a) To preserve and protect the Conservation Values of the Property;
 - (b) To enter upon Property at reasonable times with prior notice in order to monitor Grantor's compliance with and otherwise enforce the terms of this Conservation Easement and to obtain evidence for the purpose of seeking judicial enforcement of the Easement;
 - (c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require, pursuant to the Management Plan, the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the activities and uses described in Exhibit C are expressly prohibited, except as provided under Section 3 of this Conservation Easement.

3. Permitted Uses. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from Grantor's ownership of the Property, including the right to engage in or permit or invite third parties to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, and subject to the terms of Section 2, the rights described in the attached Exhibit D are expressly reserved.

4. Posting. Bayou Land Conservancy will provide Conservation Easement signage at a cost to the Grantor. These signs will be posted by the Grantor in accordance with Exhibit A-3. These signs will be placed by the Grantor within thirty days (30) after execution of the Conservation Easement and will be reasonably maintained.

5. Notice and Approval.

5.1 Notice of Intention to Undertake Certain Permitted Actions. In order to ensure that a proposed action is authorized in accordance with Section 3 of this Conservation Easement and to enable Grantee to ensure that any such activities are designed and will be carried out in a manner consistent with the purposes of this Conservation Easement, the Grantor shall provide advance notice to the Grantee whenever the Grantor or any of the Grantor's lessees propose to construct trails or any type of surface structure on the Property. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to the proposed activity's consistency with the purposes of this Conservation Easement. Permission to undertake these actions will not be unreasonably withheld.

It shall be the responsibility of the Grantor (i) to notify Grantee in writing as soon as practicable after being contacted by any mineral lessee regarding on-site exploration or extraction and (ii) to also notify Grantee in writing not less than thirty (30) days after Grantor receives any notice of cessation of any such activity. To the extent the Grantor is legally able to control the activities of mineral interest owners, it shall act to incorporate into any lease providing access to the surface of the Property a requirement for the lessee to reclaim any surface damage that may have resulted from any exploration for or extraction of subsurface minerals such that the vegetative cover of the reclaimed area is consistent with the purposes of this Conservation Easement.

5.2 Grantee's Approval. Where approval is required, as set forth in Section 5.1, Grantee shall grant or withhold its approval, with or without conditions, in writing within thirty (30) days of receiving the written request. Approval may be withheld only upon a reasonable determination that the action as proposed would be inconsistent with the purposes of this Conservation Easement. Any such determination shall be in writing and shall identify, if possible, the alterations in the proposed actions which would allow the Grantee to approve the contemplated actions.

5.3 Mediation. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purposes of this Conservation Easement and the parties are

unable to resolve the dispute within thirty (30) days through informal negotiations, either party may refer the dispute to mediation by request made in writing to the other. Grantor shall cease any use or activity objected to by the Grantee during the mediation process detailed herein. Within ten (10) days of the receipt of such a request, the parties shall select a single trained and impartial mediator. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to a proper court for the appointment of a trained and impartial mediator. Neither party shall be obligated to continue the mediation process beyond a period of sixty (60) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute. The expiration of sixty (60) days or the mediator's declaration of an impasse, whichever occurs first, must be completed before either party may initiate litigation. The costs of the mediator shall be borne equally by Grantor and Grantee.

6. Grantee's Remedies.

6.1 Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and request corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

6.2 Injunctive Relief. If Grantor fails to cure the violation within sixty (60) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. In the event that Grantor undertakes any action that may seriously impair or destroy the conservation values set forth in the Conservation Easement, Grantee may immediately seek injunctive relief in a court of competent jurisdiction.

6.3 Damages. To the extent permitted by Texas law, Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement.

6.4 Scope of Relief. Grantor acknowledges that actual or threatened events of non-compliance under this Conservation Easement constitute immediate and irreparable harm. In such case, Grantor also acknowledges that Grantee is entitled to any remedies as described in this section cumulatively.

6.5 Forbearance. Forbearance or delay by Grantee to exercise its rights under this Conservation Easement shall not be deemed or construed to be a waiver of any of Grantee's rights.

6.6 Waiver of Certain Defenses. Grantor, for itself and for its successors and assigns, hereby waives any defense of laches (i.e., undue delay), estoppel (i.e., prior statement or act that is deceptively inconsistent with the claim being asserted), or prescription (i.e., adverse possession) with respect to Grantee's rights to enforce the terms of this Conservation Easement.

Grantor acknowledges Grantee's requirement for this provision due to the Grantee's limited presence on the Property.

6.7 Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor or Grantor's successors and assigns for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, or earth movement.

6.8 USACE Enforcement. All rights and remedies with respect to this Conservation Easement held by the Grantee are also held by the United States Army Corps of Engineers and its successor agencies. All notices required to be sent to either party must also be sent to the USACE, Galveston District. All plans and contingencies mentioned in this Conservation Easement that require either parties' approval shall also require approval of the USACE. Should any provision of this Conservation Easement conflict with or contradict the Permit No. SWG-2011-00566 (the "Permit") (Property, Mitigation Banking Instrument, Brazoria County, Texas), the Permit shall control, although in the event a provision in the Conservation Easement has greater requirements than the Permit, Grantor shall comply with the Conservation Easement unless doing so would violate the Permit. Nothing contained herein shall constitute a grant of interest in real property to the USACE. Additionally, before any action by either party is taken to modify this Conservation Easement, Mitigation Banking Instrument, or other long-term protection plan mechanism, including transfer of title to, or establishment of any other legal claim to the Property, the party wishing to take such action to modify shall give 60 days written notice to the USACE district engineer for the Galveston District.

6.9 Additional Third Party Enforcement. Grantor and Grantee may execute an addendum to this Conservation Easement after its creation to authorize an additional appropriate third party to enforce the terms of this Conservation Easement. Any such addendum shall not diminish the enforcement rights of the Grantee.

7. Access. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement, but controlled access to the public may be implemented at the Property.

8. Representations and Warranties.

8.1 Grantor represents and warrants that, to the best of its actual knowledge:

(a) There are no underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(b) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property;

(c) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders;

(d) Grantor intends that the Conservation Values of the Property be preserved and maintained;

(e) Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

8.2 Grantee represents and warrants that:

(a) Grantee is a publicly supported organization pursuant to Section 509(a)(2) of the Internal Revenue Code and is a tax-exempt, nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is to protect and restore relatively natural, vegetated open space areas adjacent to bayous and rivers within the Texas Gulf Coast Area. Grantee meets the requirements of Texas state law to hold a conservation easement;

(b) Grantee agrees, by accepting this grant, to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property.

8.3 Remediation. If, at any time, there occurs a release in, on, or posing a threat to the Property of any substance which would present an imminent or substantial danger to human health or the environment, and for which Grantor is a responsible party under applicable state or federal law, Grantor agrees to take all steps necessary to assure its containment and remediation. Nothing in this section shall be interpreted as creating any rights for any third party not a signatory to this Conservation Easement.

8.4 Control. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability of Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); the Texas Solid Waste Disposal Act (Texas Health and Safety Code Annotated, Section 361); or any other federal, state, or local law or regulation.

9. Extinguishment and Condemnation

9.1 Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be that portion of the proceeds equivalent to the fair market value of the Conservation Easement.

9.2 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, so as to terminate this Conservation Easement, in whole or in part, Grantor and Grantee shall act jointly to realize the action most favored by the Grantee according to the following hierarchy:

1. avoiding condemnation of the Property and preserving it in its present condition: both parties shall jointly take actions to formally request that the intended proceeding completely avoid the taking of this Property;
2. minimizing the loss to the property and supplementing the property under easement: if the Property cannot be wholly preserved as a result of the intended proceeding, both parties shall jointly take actions to formally request the intended proceeding minimize its taking of this Property and supplement, on at least a 1:1 acreage basis with nearby land possessing equivalent conservation values, any loss of the Property. Added lands will be protected by a supplemental conservation easement conveyed to the Grantee within 60 days of the acquisition of property;
3. mitigating the loss of the Property: if options (1) and (2) are not acceptable to the Grantee, both parties shall jointly take actions to formally request that the intended proceeding mitigate on at least a 1:1 acreage basis with nearby land possessing equivalent conservation values replace lands taken from the Property. Grantor will protect lands acquired by conveying a replacement conservation easement to the Grantee 60 days of the acquisition of the replacement property; or
4. recover full value: if options (1) through (3) are not available or acceptable to the Grantee, both parties shall jointly take actions to recover full value of the property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered, in excess of the value of the property.

10. Amendment and Modification. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee must jointly agree to amend this Conservation Easement, and any amendment shall be consistent with the preservation purposes of this Conservation Easement, shall be neutral or positive to the Conservation Values, and shall not provide any private benefit or private inurement to either party, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Brazoria County, Texas, at the expense of the party initiating the amendment.

11. Assignment. Grantee may assign its rights and obligations under this Conservation Easement to any organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under Chapter 183 of the Texas Natural Resources Code (or any successor provision then applicable) and any applicable laws of the United States. Moreover, this organization must be either accredited by the Land Trust Accreditation Commission, an independent program of the Land Trust Alliance; actively undergoing accreditation through this Commission; or have adopted the 37 Land Trust Standards and Practices of the Land Trust Alliance through a resolution of their Board of Directors.

As a condition of such transfer, Grantee shall (i) provide advance written notice to Grantor, (ii) require that the conservation purposes this grant is intended to advance continue to be carried out, and (iii) transfer to the assignee the balance of easement monitoring fees allocated to this Conservation Easement. Notwithstanding any other provision of this Conservation Easement, Grantee covenants and agrees that it will not assign this Conservation Easement without the express written consent of Grantor, which consent shall not be unreasonably

withheld.

12. Subsequent Transfers. Any time the Property is transferred by Grantor to any third party by any conveyance, Grantor shall notify Grantee in writing at least thirty (30) days prior to the transfer of the Property, and the document of conveyance shall expressly refer to this Conservation Easement. Except for a transfer by gift, will or trust, Grantor shall pay Grantee an administrative fee of one hundred dollars (\$100.00) upon transfer. Grantee may at its discretion waive collection of the administrative fee if it receives notice of the transfer prior to such event. The failure of Grantor to perform any act required by this §12 shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

13. Certification Documents. Upon request by Grantor, Grantee shall, within twenty (20) days, execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of the Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within thirty (30) days of receipt of Grantor's written request.

14. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by facsimile or by certified first class mail, return receipt requested, postage prepaid, addressed as follows:

To Grantor: Ironwood Holdings, LLC
c/o Delta Land Services, LLC
1090 Cinclare Dr.
Port Allen, Louisiana 70767
(225)-388-5146

To Grantee: Bayou Land Conservancy
10330 Lake Rd. Bldg. J
Houston, Texas 77070
(281) 576-1634

With a copy to: Department of the Army
Regulatory Branch
Galveston District, Corps of engineers
P.O. Box 1229
Galveston, TX 77553-1229

or to such other address as either party, from time to time, shall designate by written notice to the other.

15. Recordation. Grantor shall record, at Grantor's expense, within fifteen (15) days of the execution of this instrument by all parties hereto, this instrument in the official records of Brazoria County, Texas. Pursuant to Section 10, any amendment to this Conservation Easement shall be recorded in the official records of Brazoria County, Texas, and at the expense of the party initiating the amendment. Grantee shall receive the original recorded instrument within fifteen (15) days of the Grantor's receipt of said instrument.

16. General Provisions.

16.1 Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Texas.

16.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the Grantee, to affect the purposes of this Conservation Easement and the policy and purposes of Chapter 183 of the Texas Natural Resources Code (or any successor provision then applicable). If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

16.3 Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

16.4 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 10.

16.5 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

16.6 Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

16.7 Termination of Rights and Obligations. Unless provided otherwise in the transfer agreement, a party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

16.8 Counterparts. The parties will execute this instrument in three counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

EXECUTED by Grantor and Grantee on the day and year first above written.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

GRANTOR:

IRONWOOD HOLDINGS, LLC

By: *D. Winship Songy*
D. Winship Songy
Manager

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 7 day of Jan.,
2014, by D. Winship Songy, Manager of **IRONWOOD HOLDINGS, LLC**, and in the capacity
therein stated.

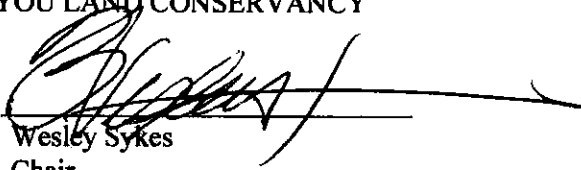
Anna M. Tischler
NOTARY PUBLIC, STATE OF TEXAS



GRANTEE:

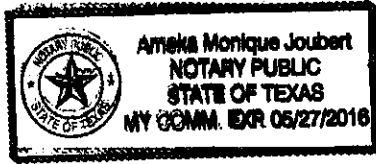
BAYOU LAND CONSERVANCY

BY:


Wesley Sykes
Chair

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10th day of January, 2014, by Wesley Sykes, Chair of **BAYOU LAND CONSERVANCY, INC.**, on behalf of said organization, and in the capacity therein stated.




NOTARY PUBLIC, STATE OF TEXAS

SCHEDULE OF EXHIBITS
(attached hereto and made a part hereof)

Exhibit A	Legal Description of Danza del Rio Mitigation Bank
A-1	Boundary Survey Drawing
A-2	Aerial Boundary Map
A-3	Sign Posting Location Map
Exhibit B	Baseline Inventory Report (held at Bayou Land Conservancy office)
B-1	Map of Encumbrances (held at Bayou Land Conservancy office)
B-2	Soil Survey Map (held at Bayou Land Conservancy office)
B-3	Floodway/Floodplain Map (held at Bayou Land Conservancy office)
B-4	Wetland Inventory Map (held at Bayou Land Conservancy office)
B-5	Topographic Map (held at Bayou Land Conservancy office)
Exhibit C	Prohibited Uses and Practices
Exhibit D	Permitted Uses and Practices
Exhibit E	Mitigation Banking Instrument (held at Bayou Land Conservancy office)

EXHIBIT A
LEGAL DESCRIPTION OF DANZA DEL RIO MITIGATION BANK



Doyle & Wachtstetter, Inc
 Surveying and Mapping • GPS/GIS

DELTA LAND SERVICE 205.0291 ACRE CONSERVATION EASEMENT
JOSEPH WHITE LEAGUE, ABSTRACT 136
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 3

ALL THAT CERTAIN 205.0291 ACRE tract of land lying and situated in the Joseph White League, Abstract 136, Brazoria County, Texas, being a portion of all that certain called 984.396 acre tract of land conveyed by deed on December 17, 2010 from Joseph Giles and Robert Giles to Ironwood Holdings, L.L.C., as recorded in Clerk's File No. 2010-053455 of the Brazoria County Official Records (B.C.O.R.), the herein described 205.0291 acre tract of land hereby conveyed being more particularly described by metes and bounds, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearing and the distances are surface level horizontal lengths (S.F.=0.99987169) as follows:

COMMENCING at a 3/4" iron pipe found marking the western corner of said Ironwood Holdings, L.L.C, called 984.396 acre tract, located in the southern boundary line of all that certain called 251.455 acre tract of land conveyed by deed on January 25, 2002 from Richard John and Donna M. Krieger to the Krieger Family Limited Partnership, as recorded in Clerk's File No. 2002-003894 of the B.C.O.R., same being the northern corner of all that certain called 657.466 acre tract of land conveyed by deed on April 18, 1997 from David Towery, Trustee for John M. O'Quinn to the United States of America as recorded in Clerk's File No. 97-013176 of the B.C.O.R., said Point of Commencement being located at Texas State Plane Co-ordinate position X=2996917.53 and Y=13608266.86;

THENCE North 41° 59' 56" East, coincident with the southeastern boundary line of the said Krieger Family Limited Partnership called 251.455 acre tract and the northwestern boundary line of said Ironwood Holdings, L.L.C, called 984.396 acre tract, a distance of 246.17 feet to the POINT OF BEGINNING and the northwest corner of the herein described 205.0291 acre tract, at position X=2997082.22 and Y=13608449.77;

THENCE North 41° 59' 56" East, coincident with the southeastern boundary line of the said Krieger Family Limited Partnership called 251.455 acre tract and the northwestern boundary line of said Ironwood Holdings, L.L.C, called 984.396 acre tract, a distance of 3152.88 feet to 3" iron pipe found marking the eastern corner of said Krieger Family Limited Partnership called 251.455 acre tract and the southern corner of the residual of all that certain called 52.2583 acre tract conveyed by deed on January 22, 2002 from William H. Wisch to Joseph Giles and Robert Giles, as described in Clerk's File No. 2002-003016 of the B.C.O.R., for an angle corner of said Ironwood Holdings, L.L.C, called 984.396 acre tract, and the northern corner of the herein described 205.0291 acre tract, at position X=2999191.60 and Y=13610792.56;

THENCE South 24°51'36" East, a distance of 1941.71 feet to an angle corner of the herein described 205.0291 tract, at position X=3000007.79 and Y=13609031.00;

THENCE South 38°23'35" West, a distance of 67.82 feet to an angle corner of the herein described 205.0291 tract, at position X=2999965.67 and Y=13608977.85;

THENCE South 88°57'55" West, a distance of 152.40 feet to an angle corner of the herein described 205.0291 tract, at position X=2999813.31 and Y=13608975.10;

THENCE South 61°51'18" West, a distance of 7.70 feet to an angle corner of the herein described 205.0291 tract, at position X=2999806.53 and Y=13608971.47;

131 Commerce Street • Clute, Texas 77531-5601
 Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com

**DELTA LAND SERVICE 205.0291 ACRE CONSERVATION EASEMENT
JOSEPH WHITE LEAGUE, ABSTRACT 136
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 3**

THENCE South 06°17'06" West, a distance of 201.75 feet to an angle corner of the herein described 205.0291 tract, at position X=2999784.45 and Y=13608770.95;

THENCE South 38°56'36" East, a distance of 22.35 feet to an angle corner of the herein described 205.0291 tract, at position X=2999798.50 and Y=13608753.57;

THENCE South 85°34'40" East, a distance of 254.79 feet to an angle corner of the herein described 205.0291 tract, at position X=3000052.49 and Y=13608733.93;

THENCE South 37°43'08" East, a distance of 64.62 feet to an angle corner of the herein described 205.0291 tract, at position X=3000092.02 and Y=13608682.82;

THENCE South 28°38'19" East, a distance of 811.38 feet to an angle corner of the herein described 205.0291 tract, at position X=3000480.85 and Y=13607970.79;

THENCE South 28°08'36" East, a distance of 287.89 feet to an angle corner of the herein described 205.0291 tract, at position X=3000616.63 and Y=13607716.97;

THENCE South 24°51'36" East, a distance of 460.12 feet to an angle corner of the herein described 205.0291 tract, at position X=3000810.04 and Y=13607299.53;

THENCE South 46°03'08" West, a distance of 50.25 feet to an angle corner of the herein described 205.0291 tract, at position X=3000773.87 and Y=13607264.67;

THENCE South 68°38'31" West, a distance of 156.27 feet to an angle corner of the herein described 205.0291 tract, at position X=3000628.35 and Y=13607207.76;

THENCE South 31°51'55" West, a distance of 8.42 feet to an angle corner of the herein described 205.0291 tract, at position X=3000623.91 and Y=13607200.61;

THENCE South 22°03'03" East, a distance of 185.99 feet to an angle corner of the herein described 205.0291 tract, at position X=3000693.72 and Y=13607028.25;

THENCE South 65°28'17" East, a distance of 10.89 feet to an angle corner of the herein described 205.0291 tract, at position X=3000703.63 and Y=13607023.73;

THENCE South 53°45'01" West, a distance of 682.14 feet to an angle corner of the herein described 205.0291 tract, at position X=3000153.59 and Y=13606620.43;

THENCE North 47°36'16" West, a distance of 148.16 feet to an angle corner of the herein described 205.0291 tract, at position X=3000044.19 and Y=13606720.31;

THENCE South 42°50'50" West, a distance of 977.56 feet to an angle corner of the herein described 205.0291 tract, at position X=2999379.49 and Y=13606003.69;

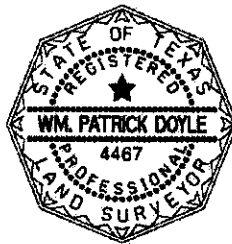
**DELTA LAND SERVICE 205.0291 ACRE CONSERVATION EASEMENT
JOSEPH WHITE LEAGUE, ABSTRACT 136
BRAZORIA COUNTY, TEXAS
PAGE 3 OF 3**

THENCE North 47°09'08" West, a distance of 2374.10 feet to an angle corner of the herein described 205.0291 tract, at position X=2997639.12 and Y=13607617.99;

THENCE North 02°10'17" West, a distance of 283.13 feet to an angle corner of the herein described 205.0291 tract, at position X=2997628.39 and Y=13607900.89;

THENCE North 44°46'23" West, a distance of 738.11 feet to an angle corner of the herein described 205.0291 tract, at position X=2997108.61 and Y=13608424.80;

THENCE North 46°34'52" West, a distance of 36.34 feet to the **POINT OF BEGINNING**, containing 205.0291 acres of land, more or less.



Wm. Patrick Doyle

Wm. Patrick Doyle
Registered Professional Land Surveyor
Texas Registration Number 4467
June 13, 2013

*This description is based on a survey, a plat of which is on file in the offices of Doyle & Wachstetter, Inc.,
Legal Description 205.0291 Acre Conservation Tract.doc*

**DELTA LAND SERVICE CONSERVANCY PARCEL 2: 683.3932 ACRE TRACT
 JOSEPH WHITE LEAGUE, ABSTRACT 136
 BRAZORIA COUNTY, TEXAS
 PAGE 1 OF 4**

ALL THAT CERTAIN 683.3932 ACRE tract of land lying and situated in the Joseph White League, Abstract 136, Brazoria County, Texas, being a portion of all that certain called 984.396 acre tract of land conveyed by deed on December 17, 2010 from Joseph Giles and Robert Giles to Ironwood Holdings, L.L.C., as recorded in Clerk's File No. 2010-053455 of the Brazoria County Official Records (B.C.O.R.), the herein described 683.3932 acre tract of land hereby conveyed being more particularly described by metes and bounds, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearing and the distances are surface level horizontal lengths (S.F.=0.99987169) as follows:

COMMENCING at a 3/4" iron pipe found marking the western corner of said Ironwood Holdings, L.L.C., called 984.396 acre tract, located in the southern boundary line of all that certain called 251.455 acre tract of land conveyed by deed on January 25, 2002 from Richard John and Donna M. Krieger to the Krieger Family Limited Partnership, as recorded in Clerk's File No. 2002-003894 of the B.C.O.R., same being the northern corner of all that certain called 657.466 acre tract of land conveyed by deed on April 18, 1997 from David Towery, Trustee for John M. O'Quinn to the United States of America as recorded in Clerk's File No. 97-013176 of the B.C.O.R., said Point of Commencement being located at Texas State Plane Co-ordinate position X=2996917.53 and Y=13608266.86;

THENCE, North 41°59'56" East, coincident with the southeasterly boundary line of the said Krieger Family Limited Partnership 251.455 acre tract and the northwesterly boundary line of the said Giles 257.4945 acre tract, a distance of 3399.05 feet to a 3 inch iron pipe found marking the northerly corner of the said Giles 257.4945 acre tract, same being the northwesterly boundary corner of the residue of all that certain called 52.2583 acre tract of land conveyed by Special Warranty Deed on January 22, 2002 from William H. Wisch to Joseph and Robert Giles, as recorded in Clerk's File No. 2002-003016 of the B.C.O.R., same being the southeasterly boundary corner of all that certain called 6.6938 acre tract of land, being the remainder of the said 52.2583 acre tract, conveyed by Special Warranty Deed on June 12, 2003 from Joseph and Robert Giles to Joe E. Havlik, as recorded in Clerk's File No. 2003-035555 of the B.C.O.R., at position X=2999191.60 and Y=13610792.56;

THENCE, North 42°17'20" East, coincident with the southeastern boundary line of said Joseph Giles and Robert Giles residual of a called 52.2583 acre tract and the northwestern boundary line of said Ironwood Holdings, L.L.C., called 984.396 acre tract, a distance of 216.78 feet to a 3 inch iron pipe found for the POINT OF BEGINNING, said point marking the eastern corner said Joseph Giles and Robert Giles residual of a called 52.2583 acre tract, the southern corner of all that certain called 78.9 acre tract of land conveyed by deed on March 9, 1965 from B. D. and Annie R. Carlton to Herman and Mary Louise Gilbert, as recorded in Volume 904, Page 803 of the Brazoria County Deed Records (B.C.D.R.), for an angle corner of said Ironwood Holdings, L.L.C. called 984.396 acre tract, for the western corner of the herein described 683.3932 acre tract, at position X=2999337.44 and Y=13610952.90;

**DELTA LAND SERVICE CONSERVANCY PARCEL 2: 683.3932 ACRE TRACT
JOSEPH WHITE LEAGUE, ABSTRACT 136
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 4**

THENCE North 42°08'49" East, coincident with the southeastern boundary line of said Herman and Mary Louise Gilbert called 78.9 acre tract and the northwestern boundary line of said Ironwood Holdings, L.L.C., called 984.396 acre tract, a distance of 4886.90 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3002616.31 and Y=13614575.70;

THENCE South 69°52'23" East, a distance of 31.03 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3002645.44 and Y=13614565.03;

THENCE South 69°52'23" East, a distance of 193.64 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3002827.23 and Y=13614498.40;

THENCE South 77°24'07" East, a distance of 232.79 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3003054.38 and Y=13614447.64;

THENCE South 77°26'01" East, a distance of 13.00 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3003067.07 and Y=13614444.81;

THENCE South 87°36'26" East, a distance of 160.59 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3003227.50 and Y=13614438.11;

THENCE South 89°57'33" East, a distance of 374.62 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3003602.08 and Y=13614437.84;

THENCE South 0°04'59" West, a distance of 110.08 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3003601.92 and Y=13614327.77;

THENCE South 89°56'40" East, a distance of 110.16 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3003712.06 and Y=13614327.67;

THENCE North 0°00'00" East, a distance of 109.91 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3003712.06 and Y=13614437.56;

THENCE South 89°56'28" East, a distance of 121.87 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3003833.92 and Y=13614437.43;

THENCE South 81°57'00" East, a distance of 57.26 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3003890.61 and Y=13614429.42;

THENCE South 47°19'01" East, a distance of 1204.97 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3004776.29 and Y=13613612.62;

THENCE South 45°35'50" East, a distance of 609.78 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3005211.88 and Y=13613186.02;

**DELTA LAND SERVICE CONSERVANCY PARCEL 2: 683.3932 ACRE TRACT
JOSEPH WHITE LEAGUE, ABSTRACT 136
BRAZORIA COUNTY, TEXAS
PAGE 3 OF 4**

THENCE North 52°14'53" East, a distance of 90.64 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3005283.54 and y=13613241.51;

THENCE South 47°42'11" East, a distance of 1692.93 feet to point for corner, said point being located in the northwestern boundary line of the residual of all that certain called 471 acre tract conveyed by deed on March 3, 2006 from Norma Hogue to Jerry L. Barker as described in Clerk's File No. 2006-012383 of the B.C.O.R., in the southern boundary line of said Ironwood Holdings, L.L.C. called 984.396 acre tract, and located in the northern boundary line of the Zeno Phillips Leagues, Abstract 118 and the southern boundary line of the Joseph White League Abstract 136, for the southeastern corner of the herein described 683.3932 acre tract, at position X=3006535.58 and Y=13612102.35;

THENCE South 42°04'59" West, coincident with the northwestern boundary line of said Jerry L. Barker, residual of all that certain called 471 acre tract, the southeastern boundary line of said Ironwood Holdings, L.L.C. called 984.396 acre tract, and the northwestern boundary line of the Zeno Phillips League, Abstract 118 and the southeastern boundary line of the Joseph White Survey, Abstract 136,, a distance of 7623.74 feet to a 2 inch iron pipe with cap found marking western corner of said Jerry L. Barker, residual of all that certain called 471 acre tract and interior corner of said Ironwood Holdings, L.L.C. called 984.396 acre tract, being the southern corner of the herein described 683.3932 acre tract, at position X=3001426.74 and Y=13606444.95;

THENCE North 24°51'59" West, a distance of 244.50 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3001323.94 and y=13606666.75;

THENCE North 0°52'28" East, a distance of 13.19 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3001324.14 and Y=13606679.94;

THENCE North 24°52'01" West, a distance of 2324.64 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3000346.73 and Y=13608788.78;

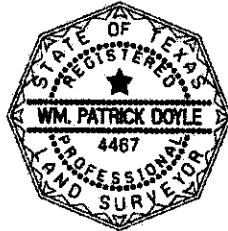
THENCE North 64°31'26" East, a distance of 50.15 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3000392.00 and Y=13608810.35;

THENCE North 24°43'50" West, a distance of 160.70 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3000324.78 and Y=13608956.29;

THENCE South 55°17'54" West, a distance of 57.08 feet to an angle corner of the herein described 683.3932 acre tract, at position X=3000277.87 and Y=13608923.80;

**DELTA LAND SERVICE CONSERVANCY PARCEL 2: 683.3932 ACRE TRACT
JOSEPH WHITE LEAGUE, ABSTRACT 136
BRAZORIA COUNTY, TEXAS
PAGE 4 OF 4**

THENCE North 24°51'59" West, a distance of 2236.72 feet to the **POINT OF BEGINNING**, and containing 683.3932 acres of land, more or less.

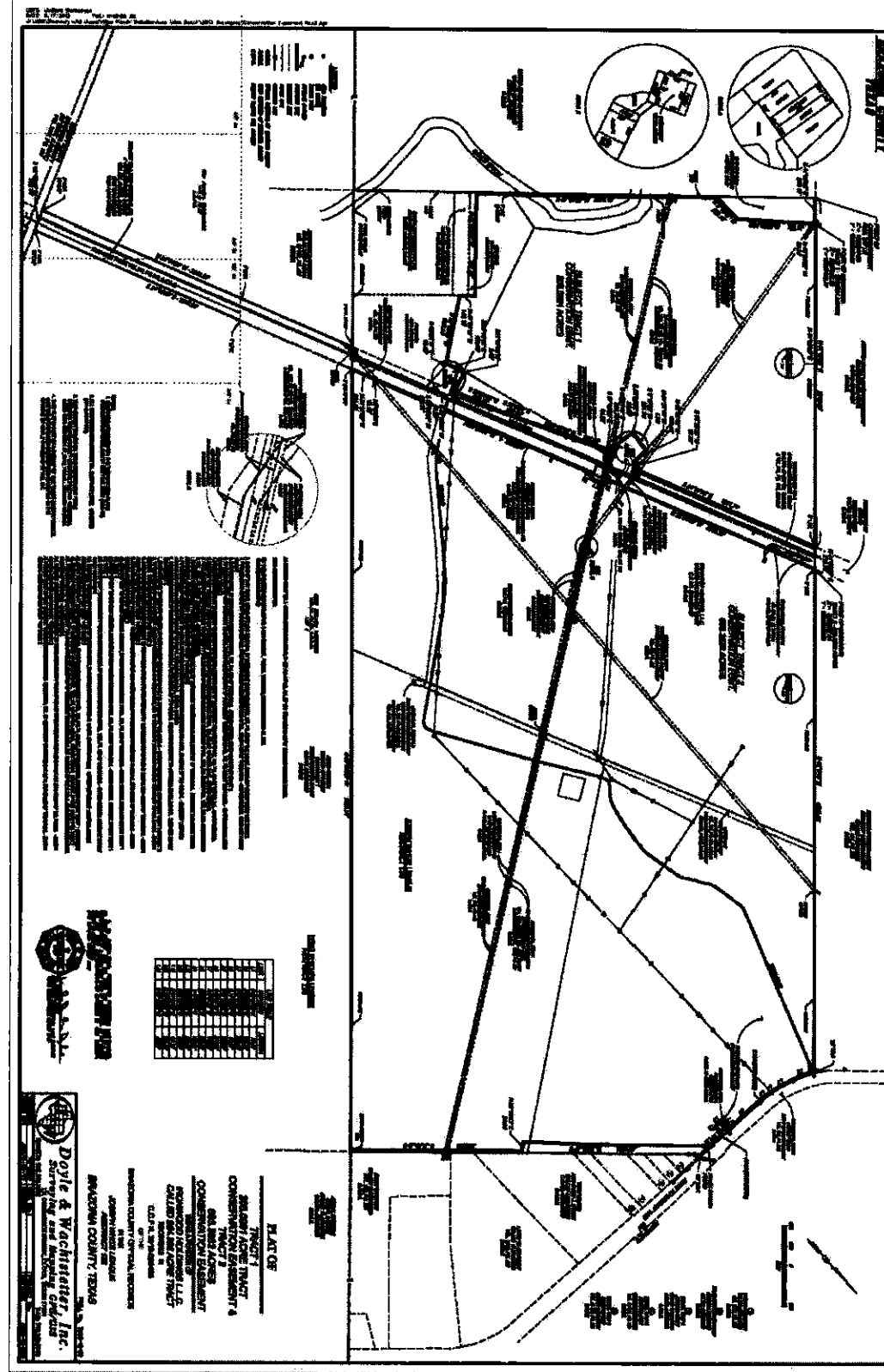


A handwritten signature in black ink, appearing to read "Wm. Patrick Doyle".

Wm. Patrick Doyle
Registered Professional Land Surveyor
Texas Registration Number 4467
January 17, 2013

*This description is based on a survey, a plat of which is on file in the offices of Doyle & Wachtstetter, Inc.
Legal Description 683.3932 Acre Conservation Tract 1.doc*

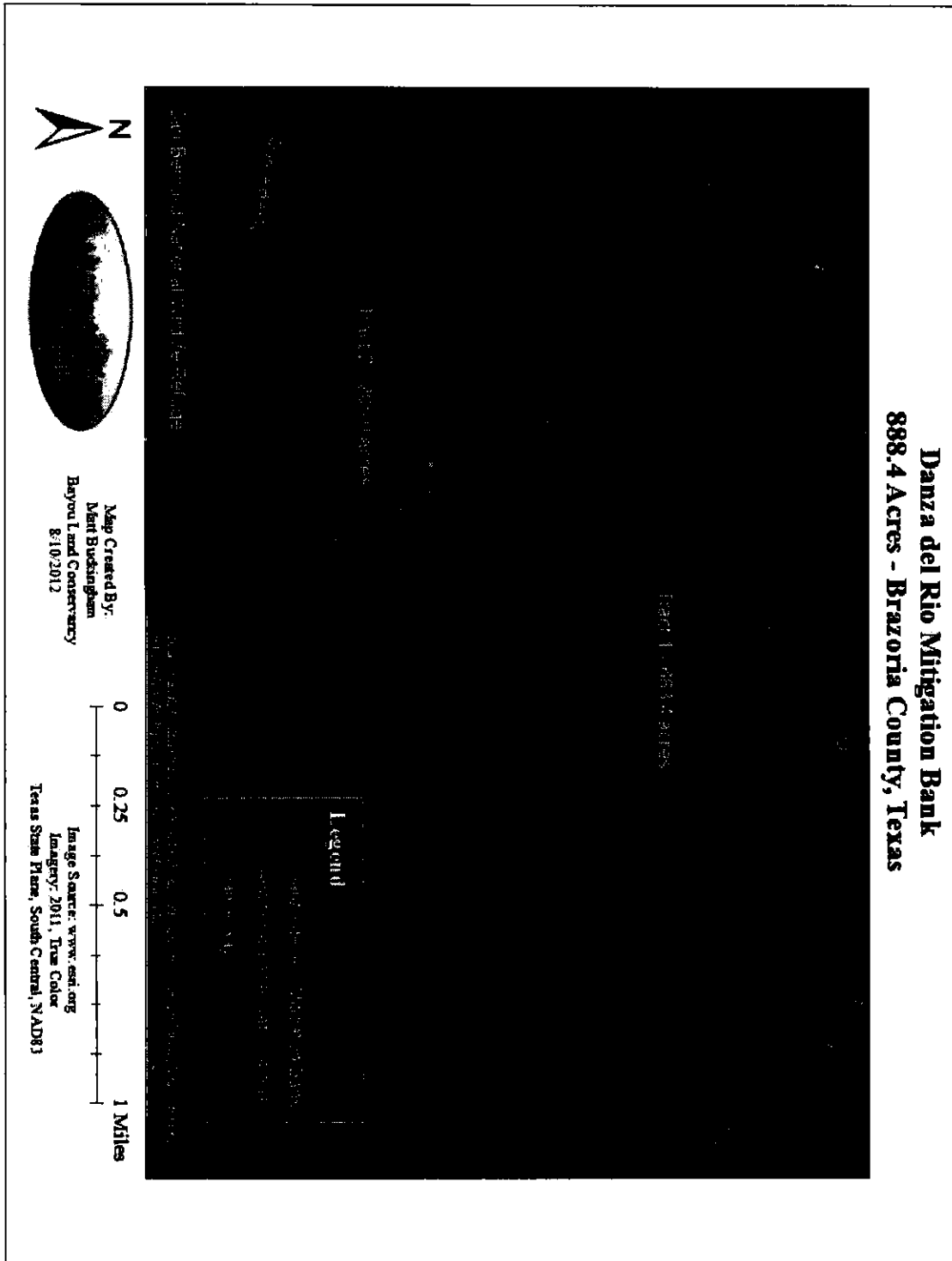
EXHIBIT A-1 BOUNDARY SURVEY DRAWING



RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, photo-copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

**EXHIBIT A-2
AERIAL BOUNDARY MAP**



RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, photo-copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

EXHIBIT A-3
SIGN POSTING LOCATION MAP

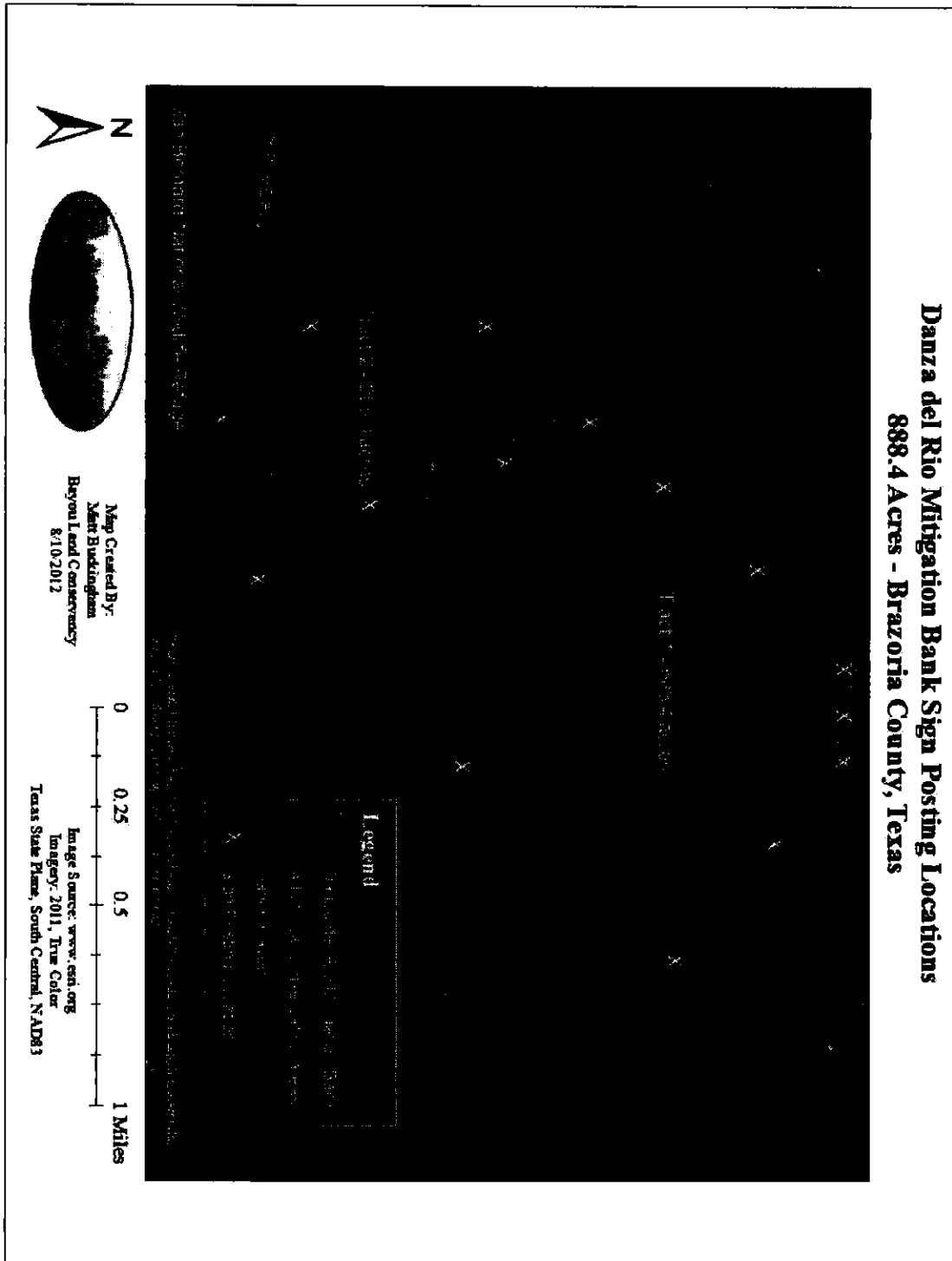


EXHIBIT B

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, photo-copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

BASELINE INVENTORY

DOCUMENT HELD ON FILE AT BAYOU LAND CONSERVANCY OFFICE

EXHIBIT C**PROHIBITED USES AND PRACTICES****Danza del Rio Mitigation Bank**

The following uses and practices, though not necessarily an exhaustive recital of inconsistent uses and practices, are inconsistent with the purposes of the Conservation Easement and shall be prohibited upon or within the Property.

1. **Conservation Values.** The diminution of conservation values.
2. **Subdivision and Development.** To subdivide or otherwise divide in ownership. To convey the Property except in its current configuration as an entire parcel. To pledge the Property for a debt.
3. **Commercial and Industrial Use.** To construct or establish any facility or structure for research and development, manufacture or distribution of any product, except the direct retail sale of any materials that are reasonably and exclusively associated with permitted educational uses.

To construct billboards, other commercial advertising media, or telecommunications facilities (including antennae or relay stations and accessory towers, satellite dishes or utility of any type).

To timber in any form.
4. **Grazing and Feed Lots.** To graze by cattle, horse, other livestock animals, or establish/maintain a commercial feed lot. A commercial feed lot shall be defined for purposes of this Conservation Easement as a confined area or facility within which the land is not grazed or cropped annually and which is used to receive livestock that have been raised off the Property for feeding and fattening for market.
5. **Dumping and Storage.** To temporarily or permanently store trash, wastes, garbage, ashes, sewage, scrap materials such as metals, or other unsightly or offensive material, hazardous substance, toxic waste, oil and petroleum by-products, leached compounds, land fill, dredging spoils, nor placement of any underground storage tanks under the property (except as permitted in Exhibit D, sections 9 and 10).
6. **Surface Mining.** To explore or extract surface minerals, including but not limited to topsoil, peat, loam, sand, gravel, rock, or other materials including near-surface lignite, iron, coals, or other materials, by any surface mining method. To grant or authorize entry for any activity related to surface mineral mining.
7. **Hunting/Animals.** To lease the property to third party entities or individuals for the purpose of the take of game animals including, but not limited to, deer and bird hunting by any method, or the release of unleashed dogs. Hunting is otherwise prohibited (except as permitted in Exhibit D, section 4 and 14).
8. **All Terrain Vehicles.** To use all-terrain, off-road vehicles, or any other form of motorized vehicles for recreational uses (except as permitted in Exhibit D section 11).

9. Recreational construction and usage. To build or bring any of the following onto the Property: barbecue pits, grill pits, picnic tables, restroom facilities, trash containers or receptacles of any kind (unless used temporarily for litter clean-up).
10. New Utility Conveyances. To convey new telephone, cable television, electric, gas, oil, chemical, water, sewer, or other utility line corridors over, under, in, upon or above the Property, shall not restrict the maintenance, replacement or repair of utility lines or pipelines within existing corridors that already contain such lines or pipelines if required by the terms of an existing easement.
11. Roads. To build new roads or other rights of way except for paths and foot trails consistent with the preservation of the Property.
12. Dredge and Fill Activities. To dredge, fill, or alter natural watercourses running on or across the Property, or to construct of ponds or dikes except as authorized in the approved USACE mitigation banking instrument (permit number SWG-2011-00566).
13. Water. Manipulation, alteration, or pollution of creeks, streams, surface or subsurface springs or other bodies of water or any activities on or uses of the Property detrimental to water purity of quality or that could alter the natural water level or flow in or over the Property except in conjunction with activities otherwise specifically authorized herein except as authorized in the approved USACE mitigation banking instrument (permit number SWG-2011-00566).

To transfer, encumber, sell, lease, or separate any surface water, groundwater, surface water rights, or groundwater rights, including but not limited to rights to capture or produce groundwater, associated with this Property.
14. Topography. Ditching; draining; diking; filling; excavating; removal of topsoil, sand, gravel, rock, or other materials; or any change in the topography of the land in any manner except in conjunction with activities otherwise specifically authorized herein.
15. Invasive Species. To plant or deliberately introduce invasive or non-native plant or animal species anywhere on the Property, or invasive species as per current Texas Department of Agriculture noxious plant listings.
16. Agricultural Uses. To engage in any and all commercial and recreational agricultural activity of any kind on the Property. For the purposes of this conservation easement, "agricultural uses" shall be deemed to include breeding, raising, and pasturing of livestock, poultry and other fowl of every nature and description; breeding and raising species of bees; gardening; and planting, raising, harvesting, storage, processing, and production of agricultural crops.

EXHIBIT D**PERMITTED USES AND PRACTICES**
Danza del Rio Mitigation Bank

The following uses and practices, though not necessarily an exhaustive recital of consistent uses and practices, are permitted under this Conservation Easement, and they are not to be precluded, prevented or limited by this Conservation Easement.

1. **Consistent Use.** To use or lease the Property consistent with the conservation purposes of this Conservation Easement and the Mitigation Banking Instrument, included as Exhibit E, is permitted.
2. **Sale or Gift of the Property.** To sell, exchange or gift the real property conveying the whole of the Property to another person or entity is permitted (except as restricted in Exhibit C, section 2).
3. **Recreational and Educational Uses.** To use the Danza del Rio Mitigation Bank for recreational and educational purposes.
4. **Hunting.** A single hunting lease is approved as long as a current Texas Parks and Wildlife Management Plan is in effect and signed annually by Hunting Lease members. Lease is subject to annual renewal and may be revoked or denied for cause at the request of the Grantee.
5. **Restoration and Enhancement.** To use the Property in accordance with the mitigation plan approved by the USACE for permit number SWG-2011-00566 and the Property Mitigation Banking Instrument.
6. **Repair.** To maintain, improve, replace, relocate and repair fences on the Property.
7. **Construction.** Construction for boardwalks, wildlife observation platforms, interpretive displays, commemorative signage, entrance signage and fishing piers may be approved with written consent by Grantee. Low-impact, permeable surface trail construction shall be approved in advance of construction by Grantee.
8. **Agrichemicals.** To use agrichemicals, including, but not limited to, fertilizers, soil amendments and pesticides as approved by the United States and the State of Texas as necessary to accomplish permitted restoration and enhancement practices and according to applicable government regulations.
9. **Compost and Refuse.** To compost bio-degradable materials resulting from the permitted recreational uses or the restoration or enhancement practices on the Property.
10. **Storage of Materials.** To temporarily store fencing materials, posts, equipment and other property necessary to conduct restoration, enhancement, or long-term management practices on the Property. To use and temporarily store organic matter, compost and woody debris to conduct restoration, enhancement, and long-term management practices.
11. **All Terrain Vehicles.** To use off-road or all-terrain vehicles (ATV) for management

purposes, for restoration or enhancement practices, and law enforcement and emergency use, provided such use does not adversely affect the conservation values with visible ruts of the Property or result in shoreline erosion along any portion within the Property (Conservation Values delineated or otherwise described in Exhibit B).

12. Unauthorized Persons. To prohibit entry on the Property of unauthorized persons.
13. Oil and Gas Exploration and Extraction. Subject to the surface mining prohibition in Paragraph 6 of Exhibit C and the need to provide notice to Grantee as required, to explore and extract oil, gas and other subsurface minerals, provided that these activities are conducted so as to have a limited, localized impact not irremediably destructive of the Conservation Values of the Property. If Grantor has actual knowledge of the intent of third-party mineral interest holders to conduct subsurface mining on the Property, Grantor shall provide notice of those proposed activities to Grantee, or if Grantor acquires actual knowledge after the required notice date, then as soon thereafter as feasibly possible.
14. Nuisance Species Control. Grantor shall have the right to control, destroy, or trap exotic, invasive and problem animals, such as feral hogs, that pose a material threat to habitat conditions in accordance with applicable state and federal laws and requirements.

EXHIBIT E

MITIGATION BANKING INSTRUMENT

Danza del Rio Mitigation Bank

Dated December 20, 2013

(May be amended for new issues and/or resolved issues)

DOCUMENT HELD ON FILE AT BAYOU LAND CONSERVANCY OFFICE

FILED and RECORDED

Instrument Number: 2014001426

Filing and Recording Date: 01/14/2014 03:47:20 PM Pages: 30 Recording Fee: \$138.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-carla