

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

June 21, 2011

Mr. Douglas Peter  
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, TX 78744-3291

RE: Surface Lease No. SL950008  
Gulf Of Mexico, Nueces County, Texas

Dear Mr. Douglas Peter:

Enclosed is a fully executed original surface lease for the referenced project. A duplicate original has been retained for the General Land Office files. If you should sell or otherwise transfer your interest in the adjacent littoral property, please notify the GLO immediately in order that the appropriate transfer documents may be executed.

As required in Article XIV of the contract, this instrument must be recorded with the county clerk of Nueces County, Texas, within 60 days from the date of this letter, and proof of recording provided to this office.

If you have any questions, please call me at (512) 463-5027.

Sincerely,

Steve Rodriguez  
Lease Manager  
Enclosure

**Texas General Land Office**  
**Stephen F. Austin Building • 1700 North Congress Avenue, Texas 78701-1495**  
**Post Office Box 12873 • Austin, Texas 78711-2873**  
**Phone: 512-463-5001 • 800-998-4GLO**  
**[www.glo.state.tx.us](http://www.glo.state.tx.us)**



**TEXAS GENERAL LAND OFFICE**  
**AMENDMENT TO SURFACE LEASE NO. SL950008**

STATE OF TEXAS  
COUNTY OF NUECES

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§  
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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Surface Lease No. SL950008, effective 08/10/1995, (the "Lease"), the State of Texas, ("Lessor"), acting by and through the Commissioner of the General Land Office, on behalf of the Permanent School Fund, authorized Texas Parks and Wildlife Department, ("Lessee"), to use certain real property located in Nueces County, Texas (the "Premises"), which property is more particularly described on Exhibits to the Lease; and

WHEREAS, Lessor and Lessee desire to amend the Lease;

NOW, THEREFORE, in consideration of the Lessee's continued use of the Leased Premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agrees to retain all articles not amended or modified by this amendment in full force and effect and agree to amend and modify the agreement only as to the following provisions:

**ARTICLE II. PREMISES**

2.01. The Leased Premises that are two individual Reef Sites are described below and further described or depicted on Exhibits A, B-1, B-2, C-1, C-2, and D attached hereto and collectively incorporated by reference for all purposes:

Site 1 : State Tract No. 770-L, NW/4, Nueces County, TX  
Site 2 : State Tract No. 775-L, SE/4, Nueces County, TX

**ARTICLE III. TERM**

3.01. This Coastal Surface Lease No. SL950008 is for a term of thirty (30) years, commencing on August 10, 1995 and terminating on August 10, 2025, unless earlier terminated as provided herein. The State reserves the right to review, amend, cancel or otherwise modify this agreement at any time during its term upon 30-day written notice to Lessee as prescribed in 3.01. Renewal of this agreement is at the sole discretion of the State, and no right to renew is implied or provided for herein.

**ARTICLE IV. CONSIDERATION**

4.01. In consideration of the mutual covenants and conditions set forth herein and the public benefits to be derived therefrom, Lessor and Lessee acknowledge that no rental fees shall be assessed for the described use of the Leased Premises while Lessee is not in default of the terms agreed upon herein.

**ARTICLE V. USE OF THE PREMISES**

5.08. Lessee's use of the Premises is subject to and contingent upon compliance with the following covenants, obligations and conditions (the "Special Conditions")

1. Lessee acknowledges that the tract containing the Leased Premises and adjacent state-owned tracts may be leased for mineral and/or wind energy development and that cooperation and possible accommodations may be required to facilitate research, exploration, and development authorized by Lessor under other leases. Lessee will coordinate with such other lessees to plan their respective activities in a manner that will minimize impacts on natural resources and interference on each other. Lessee, as the state agency with primary responsibility for protecting the state's fish and wildlife, may provide recommendations that

will protect fish and wildlife resources, as authorized by Parks and Wildlife Code 12.0011 (b) (2) to the US Army Corps of Engineers or other such regulatory agencies that may be processing an application for a permit for the development of minerals or wind energy on the referenced tracts.

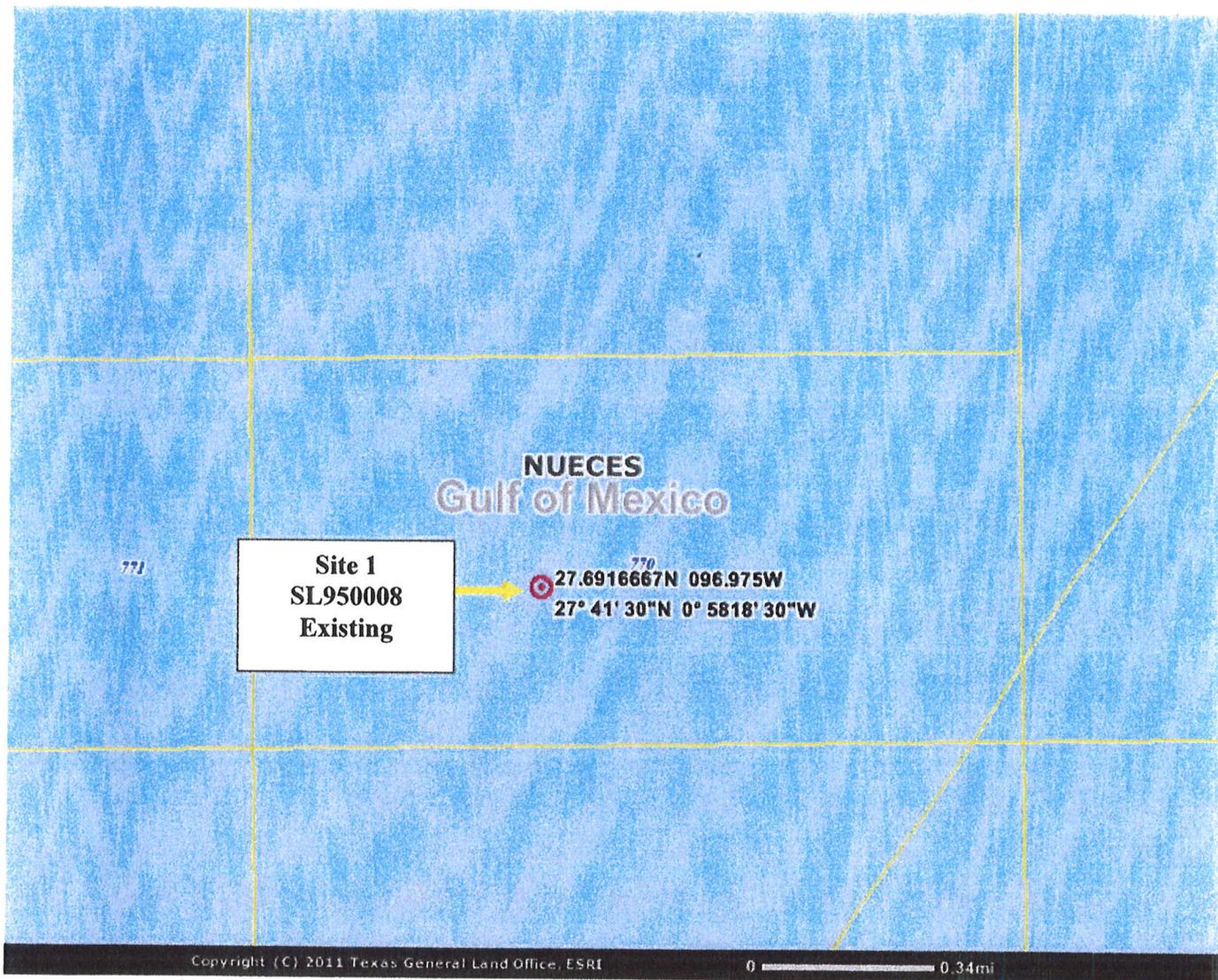
2. Lessee shall not place any material that has not been pre-approved by the GLO on the Leased Premises without the prior approval of Lessor. Pre-approved materials are reefing materials that meet national and state guidelines for durable, stable, and complex reef materials and are agreed to in advance by TPWD and GLO. The initial agreed List of Approved Reefing Materials is attached hereto as Exhibit D and made a part of this agreement by this reference. Materials can be added to the list of pre-approved materials by mutual written agreement between TPWD and GLO. No less than thirty (30) days prior to placement of any habitat-building structure materials on the Leased Premises, Lessee shall provide Lessor with advance notification of the proposed materials to be placed if they are not listed as pre-approved materials. Lessor will review the proposal to determine whether there will be any unacceptable impacts to mineral or wind energy research, exploration, or development and within thirty (30) days provide written comments or approval or denial of the proposed placement. Lessor will not approve the placement of material containing human remains.
3. The GLO excepts and reserves the right to the full use of the property covered hereby and all rights with respect to the surface and subsurface thereof for any and all purposes, except those granted herein to Lessee, together with a reservation of the rights of ingress and egress and use of said lands by the GLO and its mineral and renewable energy lessees for purposes of exploring for and producing the minerals and renewable energy.

EXCEPT as set forth herein, all of the terms and provision of the Lease shall remain in full force and effect.

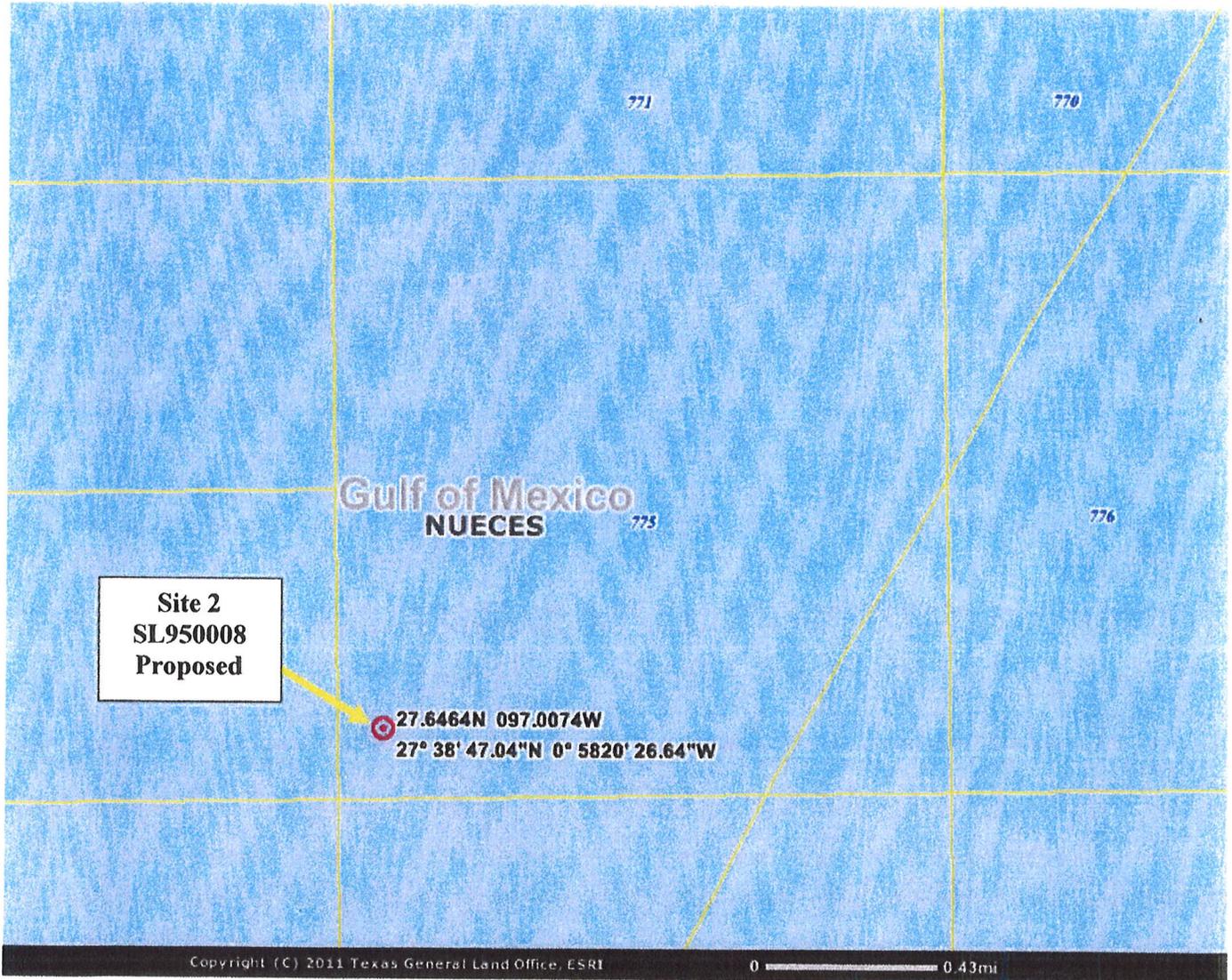
In the event of a conflict between any provision of the Lease, as amended, and any administrative rule promulgated by the General Land Office and/or the School Land Board, the Lease shall control.

Grantee shall, at its sole cost and expense, record this amendment in the Nueces Counties Real Property Records and provide a file marked copy to the Grantor within 60 days after the recorded original of this amendment is returned by the county clerk responsible for such records.





Title: Texas Parks and Wildlife Department / SL950008	Date of Inspection: March 17, 2011
Company: General Land Office	Creator: Jason Zeplin
Scale: Not to Scale	Exhibit B-1



Title: Texas Parks and Wildlife Department / SL950008	Date of Inspection: March 17, 2011
Company: General Land Office	Creator: Jason Zeplin
Scale: Not to Scale	Exhibit B-2



Gulf of Mexico

Unvegetated  
Submerged

X = 2,492,845.855  
Y = 739,694.425

X = 2,494,165.855  
Y = 739,694.425

Site 1  
40 Acre Artificial Reef Site in State Tract # 770  
(1,742,400 square feet)

27.6916667 N  
096.975 W

X = 2,493,505.855  
Y = 739,838.880

X = 2,492,845.855  
Y = 738,374.425

X = 2,494,165.855  
Y = 738,374.425

TITLE: Texas Parks and Wildlife Department / SL950008

DATE OF INSPECTION: March 17, 2011

COMPANY: Texas General Land Office

CREATOR: Jason Zeplin

DRAWING SCALE: Not to Scale

EXHIBIT C-1



Gulf of Mexico

Unvegetated  
Submerged

27.6501 N  
097.0114 W

27.6500 N  
097.0033 W

2,640 ft.

Site 2  
PROPOSED  
160 Acre Artificial Reef Site in State Tract # 775  
(6,969,600 square feet)

27.6464 N  
097.0074 W

2,640 ft.

27.6428 N  
097.0116 W

27.6427 N  
097.0034 W

TITLE: Texas Parks and Wildlife Department / SL950008

DATE OF INSPECTION: March 17, 2011

COMPANY: Texas General Land Office

CREATOR: Jason Zeplin

DRAWING SCALE: Not to Scale

**EXHIBIT C-2**

## **Exhibit D**

### **List of Materials for Use in Construction of Artificial Reefs in Texas State Waters of the Gulf of Mexico**

**Pre-Approved by  
Texas General Land Office and Texas Parks and Wildlife Department**

**June 2009**

The following materials are suitable for use in creating or enhancing Artificial Reefs in Texas state waters of the Gulf of Mexico. This list is based on *Guidelines For Marine Artificial Reef Materials*, 2<sup>nd</sup> Edition, Gulf States Marine Fisheries Commission, Number 121, January 2004.

The strategy in using these materials involves their complexity for marine habitat, stability, and durability. All materials must meet the clearance requirements. Materials are modified and placed in a reef site so that this requirement is not exceeded. Specific clearance requirements and distance from shipping lanes, safety fairways, and anchorages is established by the US Army Corps of Engineers and US Coast Guard as set in each individual reef site permit.

Pre-approved materials include:

#### **I. FRABRICATED MATERIAL**

- Designed structures composed of concrete and/or steel (with exception of Eternal Reefs)
- Concrete rubble of various sizes but with a combined minimum weight of 500 lbs
- Concrete culverts
- Concrete bridge spans, bents, columns
- Steel pipe and steel structures of various sizes

#### **II. NATURAL ROCK**

- Quarry block (typically over 1 ton in size)

#### **III. OIL AND GAS STRUCTURES**

- Petroleum platform legs (jackets)

#### **IV. VESSELS**

- Steel-hulled vessels (environmentally cleaned to standards as set in National *Guidance: Best Management Practices for Preparing Vessels Intended to Create Artificial Reefs*, US Environmental Protection Agency and US Maritime Commission, May 2006)