



## **Sunset Commission Study Transferring State Forests to TPWD**

During the Texas Sunset Commission Decision Meeting on January 12, 2011, the Sunset Commission issued the following:

*As a management action, direct TFS to work with the Texas Parks and Wildlife Department to study the feasibility and fiscal impact of transferring state forests to the Department. The agencies should report the results of their study to the Sunset Advisory Commission by March 2011 so that the Legislature can make any needed changes to the agencies' statutes or appropriations during the 2011 session.*

After consultation with the Texas Parks and Wildlife Department, the Texas Forest Service has developed the following:

### **Background:**

#### **Texas Parks and Wildlife Department (TPWD)**

*The mission of the Texas Parks and Wildlife Department is to manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing and outdoor recreational opportunities for the use and enjoyment of present and future generations.*

TPWD is the State's lead agency in protecting Texas' fish and wildlife resources and providing outdoor recreation. The agency operates 93 state parks, natural areas, and historic sites with 621,000 acres and 9.3 million visitors each year, and 51 Wildlife Management Areas totaling 782,000 acres – comprising 1.4 million acres in public trust for recreation and conservation. Additionally, TPWD provides technical guidance to landowners on 26 million acres of private land.

Under the natural and cultural resources section of the current *Land and Water Resources Conservation and Recreation Plan*, TPWD lists the key components in their efforts to maintain, restore and protect Texas ecosystems. While it is not necessary to reproduce the complete list in this document, we do see the following as significant in framing TPWD's primary role in land management as it would relate to these properties:

- Concentrate on-the-ground conservation efforts on landscapes of high biological value, such as watersheds, recharge zones, wildlife corridors and migratory bird flyways
- Inventory conservation, recreation and historic properties to identify gaps in representation and protection

- Acquire additional wildlife management areas in underrepresented ecological regions for habitat conservation, demonstration and public hunting

### **Texas Forest Service (TFS)**

*The mission of the Texas Forest Service is to provide statewide leadership to assure the state's trees, forests and related natural resources are protected and sustained for the benefit of all.*

Working with landowners and communities to manage and protect forest resources, TFS provides technical assistance to landowners on sustainable forestry practices.

Section 88.107 of the Education Code (Forest Land: Acquisition by Gift or Purchase) references state forests as lands acquired by the TFS, through gift or purchase, “.....to be used to demonstrate the practical utility of timber culture and water conservation and for game preserves.” The TFS receives no additional State funding or personnel to provide for the management and oversight of State Forests.

As part of its mission to sustain the state's trees and forests, TFS owns and manages five state forests totaling 7,314 acres (maps are provided in attachment A). The primary purpose of each state forest is to demonstrate forest management practices and provide conservation education opportunities for landowners and visitors. Two of the state forests, W. Goodrich Jones and I.E. Fairchild, are home to the federally endangered and protected Red Cockaded Woodpecker. All RCW management activities are directed by a TFS wildlife biologist (1/3 of position duties), with guidance from the U.S. Fish and Wildlife Service.

The State Forests offer limited day-use/primitive recreational opportunities to visitors, including; bird watching, hiking, horseback riding, picnicking, wildlife viewing, and biking. All TFS State Forests are working forests and public examples of sound forest management, land stewardship, and sustainability. Day-to-day management of each State Forest is provided by the nearest TFS field resource manager (who also provides forest management information to private landowners).

### **Assessment of Impacts:**

Texas State Forests have significantly different management objectives than Texas State Parks and Wildlife Management Areas. The shifting of these lands from TFS to TPWD would result in a significant change in land use and management. This would have both programmatic and fiscal impacts for both agencies.

### **Texas Parks and Wildlife Department (TPWD)**

#### Programmatic

- Based on the goals and objectives outlined in TPWD's *Land and Water Resources Conservation and Recreation Plan*, the state forest lands do not meet any of the priority criteria for land acquisition.

- Transferring the lands currently under management as state forests into the state park or wildlife management area system would not provide any new natural or cultural resources to TPWD. Lands containing this type of habitat or ecosystems already exist within the current state park system.
- Based on a review of the deeds, TPWD legal counsel has determined that the Kirby and Masterson State Forests probably cannot be transferred from TFS as long as TFS is a functioning agency.
- Property size and proximity of residential development on many of the forests would significantly hamper their effective use under TPWD management objectives.

#### Fiscal

- TPWD would require additional personnel and funding to manage the new properties. Specific needs would require a more detailed assessment of the properties and the careful determination of their best use within the TPWD system.
- Increased facilities and maintenance costs. Three of the state forests have TFS offices and/or work stations located on them. The final decision on how and if these offices would be utilized would involve a number of variables, including funding and appropriations. However, additional costs will be incurred whether these offices are utilized by TPWD or closed and removed.

### **Texas Forest Service**

#### Programmatic

- Loss of demonstration areas for forest landowners and public education. For example, on the Jones State Forest the TFS hosts the Houston's Backyard program for inner city public school students. Since 1993, the program has reached over 15,000 4<sup>th</sup> and 5<sup>th</sup> grade students. In addition, since 2008, the Jones has served as the backdrop for the "Classroom without Walls" program, educating over 2,000 elementary students from Waller, Conroe, and Magnolia ISD's. All the State Forests have hosted numerous outreach events over the last 20 years, from the Society of American Foresters National Convention to hundreds of forest landowner's tours.
- Loss of forested lands used for long-term tree improvement/genetic research as well as ongoing forest pest research projects.
- Loss of Federal dollars earmarked for a Shortleaf Pine restoration demonstration project on the I.D. Fairchild State Forest.
- Loss of an important venue for forestry, prescribed burning, and fire behavior training for TFS land managers and firefighters.

## Fiscal

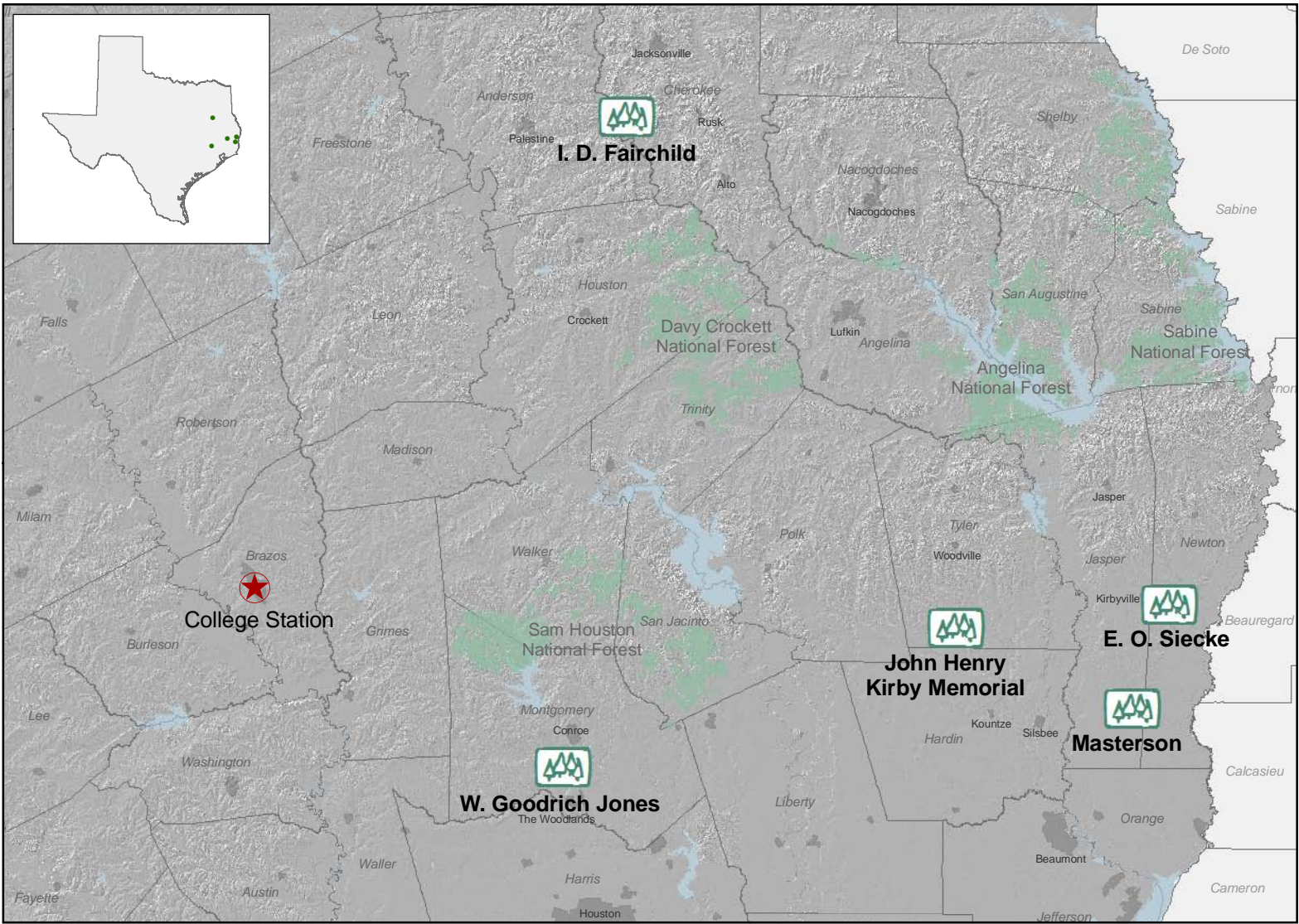
- Loss of revenue to TFS and the state. Since 2004, income from timber sales has averaged just over \$222,000 per year. Over the same period, the cost of forestry operations on the State Forests has averaged approximately \$24,000 per year. Any net income from these properties goes to fund Agency operations (excluding the Kirby and Masterson State Forests).
- Loss of scholarship income for Texas A&M University and Stephen F. Austin University from the Kirby and Masterson State Forests based on changes in land management objectives (specific information on these and other deed restrictions are included in attachment B).
- No estimated savings in budgets or FTE's. There are no dedicated positions or state funds tied to the operations of the state forests. All forest management activities are performed by personnel from the nearest field office. These personnel also provide forest management services/education to local private landowners, serve as members of fire response crews and support other agency programs. Management expenses for the state forests are paid from generated, local revenue, not state funds – primarily timber sale income.
- Expense to relocate TFS personnel and offices. Three of the state forests have TFS offices and/or work stations located on the forest. These serve as field service offices for the surrounding county or counties and as the base of operations for fire suppression equipment and personnel. The loss of these lands would require the TFS to relocate these offices and facilities at an estimated cost of \$2,102,000 (details on existing facilities and relocation estimates are included in attachment C).

### **Agency Contacts:**

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Deputy Executive Director, Natural Resources  
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, TX 78744  
Office: 512-389-4868  
Email: [ross.melinchuk@tpwd.state.tx.us](mailto:ross.melinchuk@tpwd.state.tx.us)

Don Galloway  
FRP Planning and Policy  
Texas Forest Service  
301 Tarrow, Suite 304  
College Station, TX 77840  
Office: 979-458-6507  
Email: [dgalloway@tfs.tamu.edu](mailto:dgalloway@tfs.tamu.edu)

# Texas State Forests



State Forest	Acres	History	Special Attactions
I. D. Fairchild	2,793	Acquired through transfer in 1925 from the Texas Prison System and named after State Senator I. D. Fairchild of Lufkin.	Historical fire tower site with plaque, Red Cockaded Woodpecker management area, and a pond with picnic area.
E. O. Siecke	1,722	Purchased in 1924 and named for E. O. Siecke, who was the Texas State Forester from 1918 to 1942.	Historic fire tower, oldest slash pine stand, and trout creek.
W. Goodrich Jones	1,707	Purchased in 1926 and named after W. Goodrich Jones, the founder of the Texas Forestry Association and considered the "Father" of Texas Forestry.	Sweetleaf Nature Trail with State Champion Sweetleaf Tree, Red Cockaded Woodpecker management area, two small lakes with limited fishing and picnicking.
John Henry Kirby Memorial	600	Acquired in 1929 through donation from John Henry Kirby, a pioneer lumberman.	Small picnic area and John Henry Kirby monument.
Masterson	519	Acquired through donation from Leonora Masterson in 1985.	Forest management research areas.
<b>Total 7,341</b>			






The Texas Forest Service owns and operates five state forests totaling 7,341 acres in East Texas. All but one were obtained in the 1920s after heavy logging, devastating wildfires, and insect epidemics had left much of the forests in East Texas in a very unproductive condition. As a result of sound forest management, these forests are now healthy and productive. Two of them--W. Goodrich Jones and I. D. Fairchild--maintain healthy populations of the endangered Red Cockaded Woodpecker. Large portions of these forests are managed for this endangered species. Forest management demonstration areas exist throughout each forest.

NORTH

0 10 20 30 40 50  
Miles

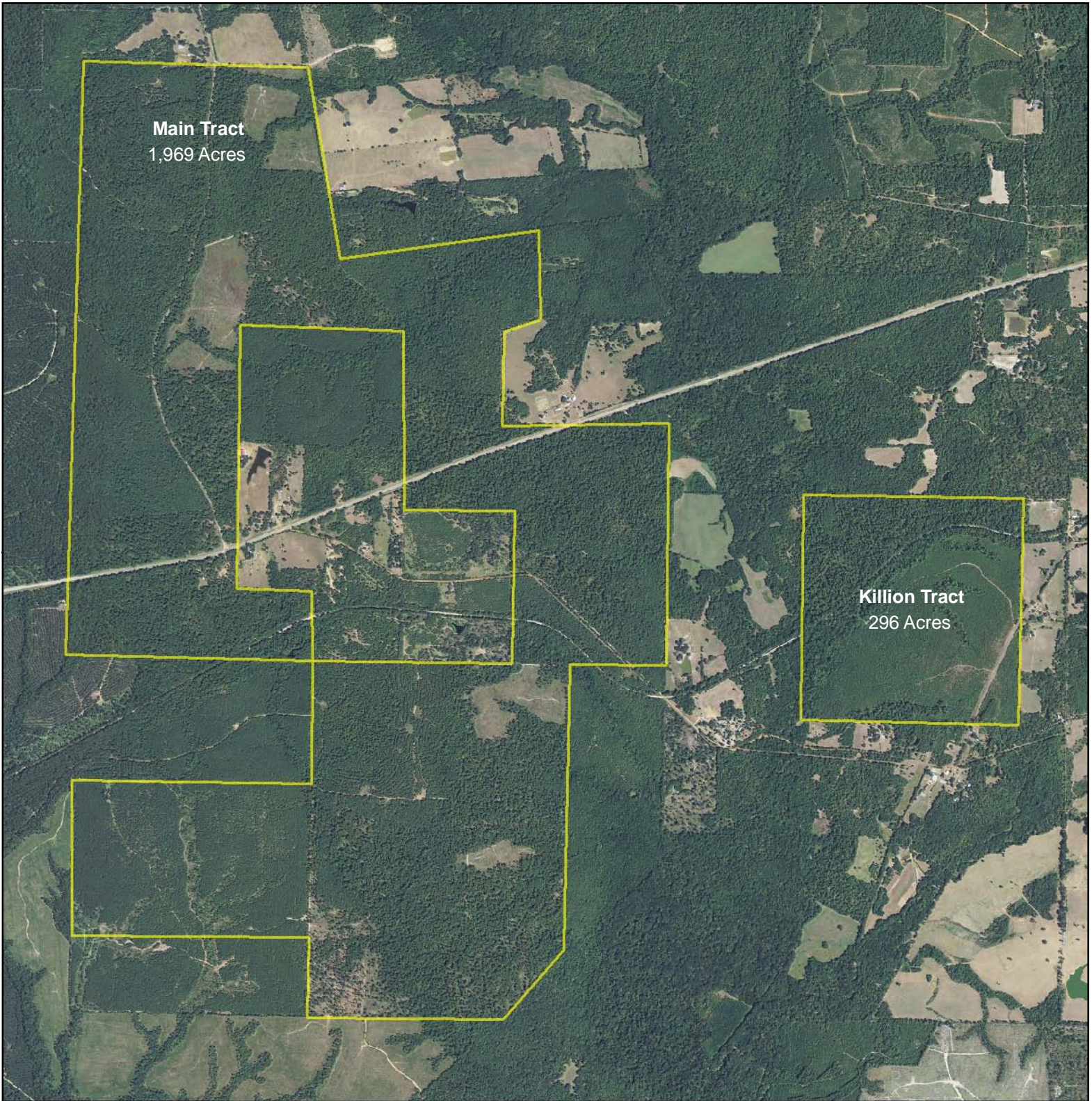
**T E X A S**  
**F O R E S T   S E R V I C E**

The Texas A&M University System

-  State Forest
-  TFS Headquarters
-  National Forest
-  Reservoir
-  City

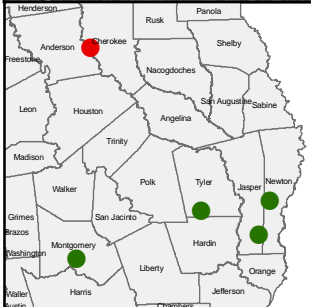
# I. D. Fairchild State Forest

Cherokee County

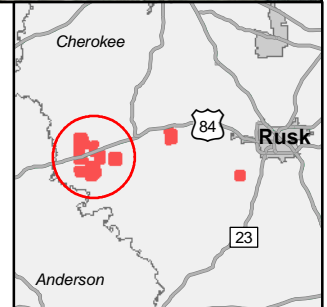


Main Tract  
1,969 Acres

Killion Tract  
296 Acres



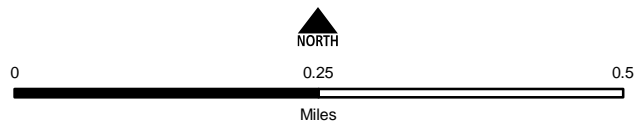
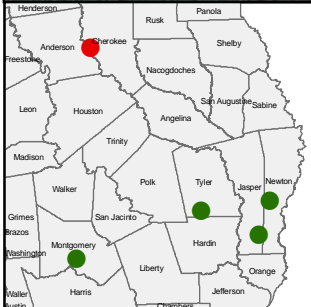
**T E X A S**  
**F O R E S T   S E R V I C E**  
The Texas A&M University System



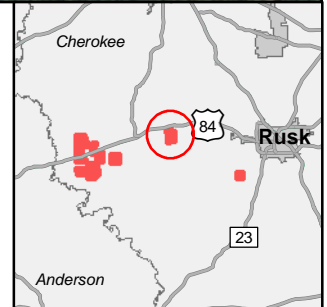
By Brad Barber  
28-Jan-2001  
2010 NAIP Imagery

# I. D. Fairchild State Forest

Cherokee County



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The Texas A&M University System



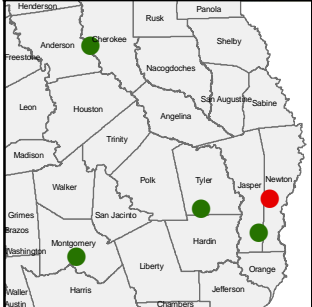
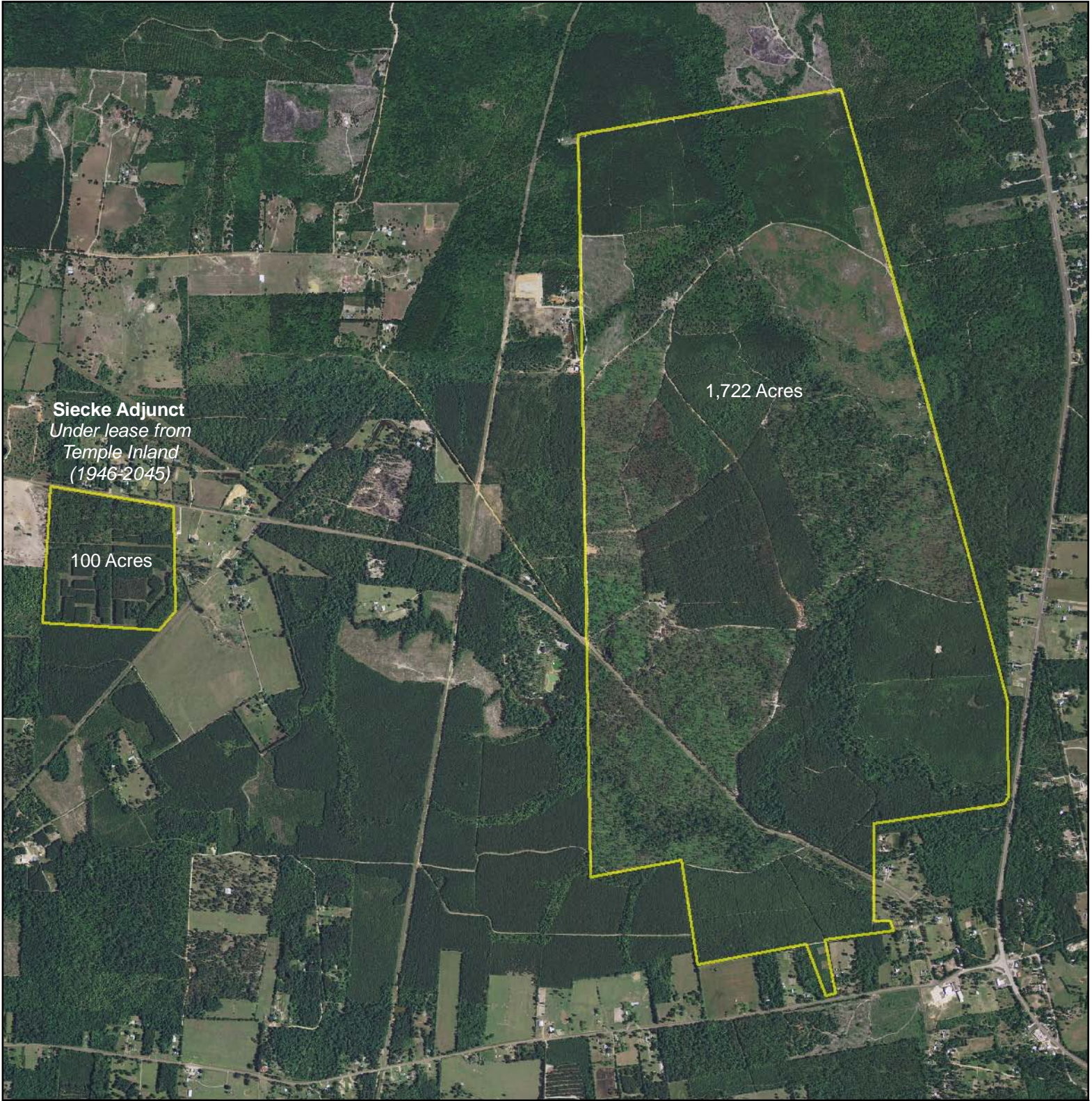
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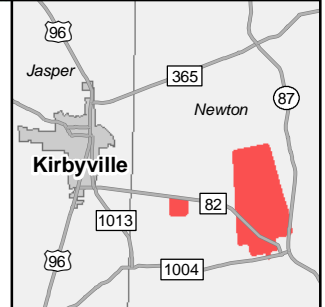


# E. O. Siecke State Forest

Newton County



**T E X A S**  
**F O R E S T   S E R V I C E**  
The Texas A&M University System



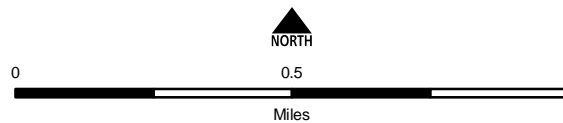
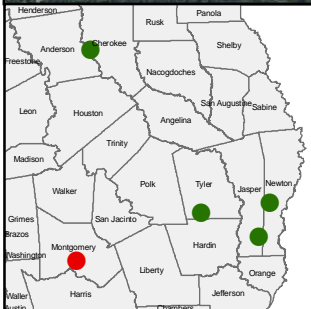
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# W. Goodrich Jones State Forest

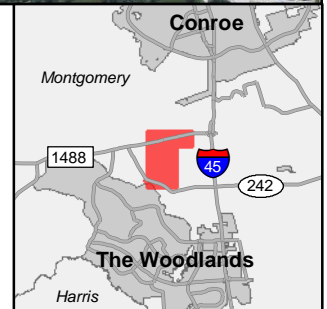
Montgomery County



1,707 Acres



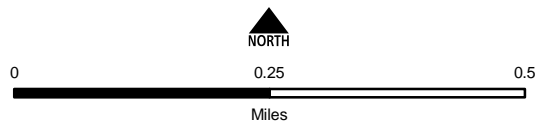
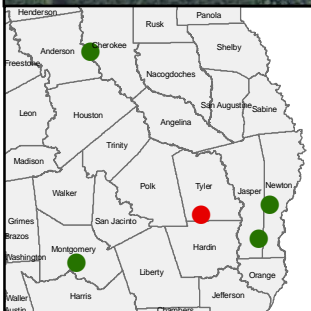
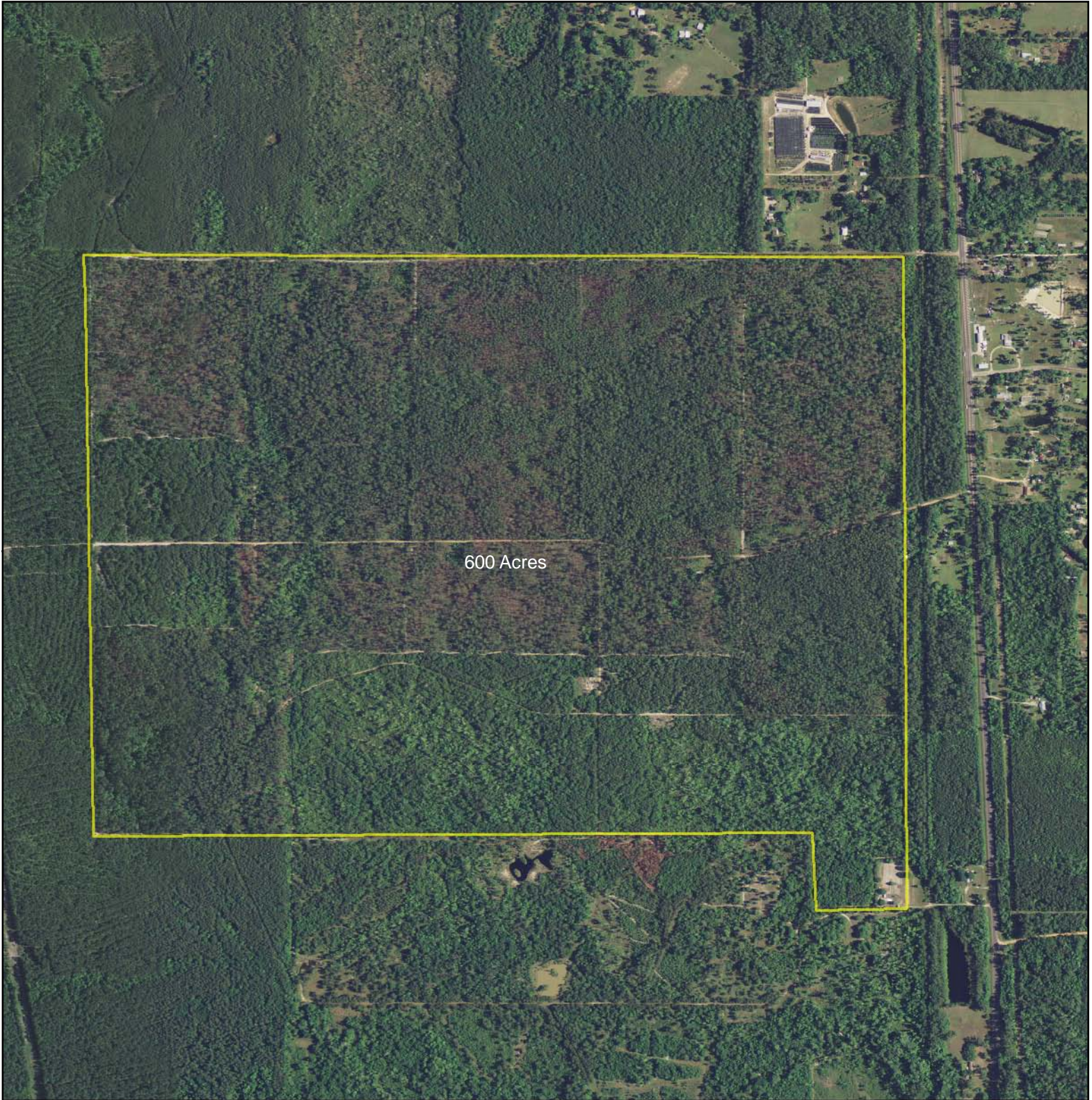
**T E X A S**  
**F O R E S T   S E R V I C E**  
The Texas A&M University System



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28-Jan-2001  
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# John Kirby Memorial State Forest

Tyler County



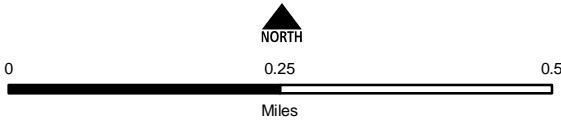
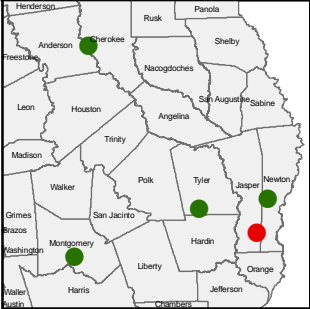
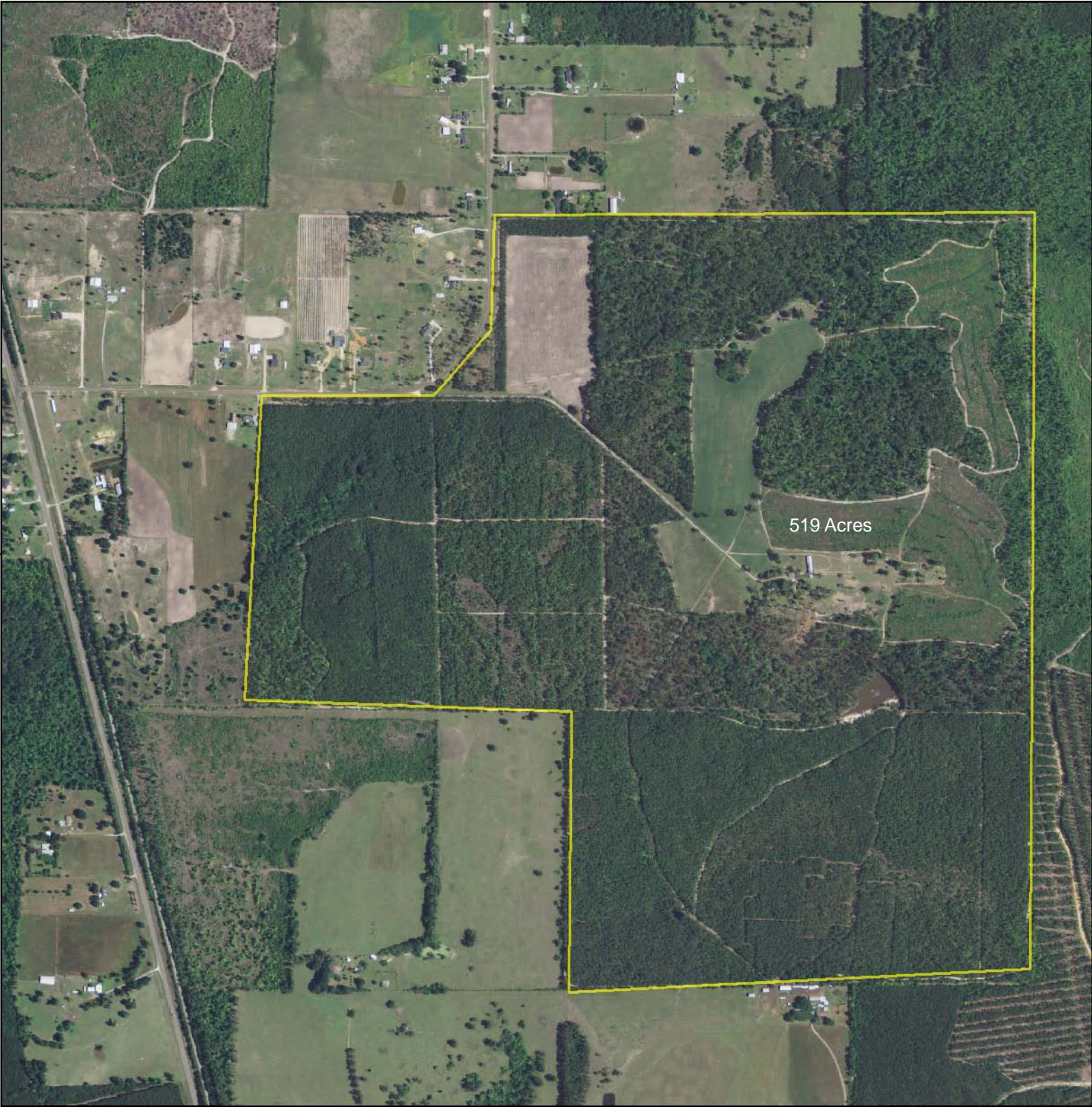
**TEXAS**  
**FOREST SERVICE**  
The Texas A&M University System



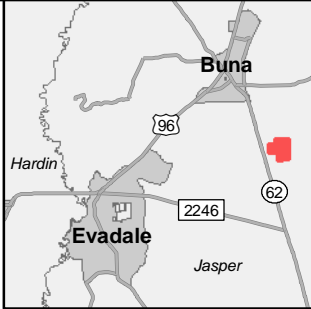
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# Masterson State Forest

Jasper County



**T E X A S**  
**F O R E S T   S E R V I C E**  
The Texas A&M University System



By Brad Barber  
28-Jan-2001  
2010 NAIP Imagery

## **Texas Forest Service State Forests – Deed Restrictions**

We have reviewed the TFS deed files for each of the state forests and have identified the following deed restrictions.

### **E.O. Siecke State Forest**

No deed restrictions noted.

### **I.D. Fairchild State Forest**

No deed restrictions noted.

### **John Henry Kirby Memorial State Forest**

John H. Kirby donated 600 acres of land to the Texas Forest Service on December 7, 1929. The Deed includes the following restrictions:

- “Save and except all oil, gas and minerals of every kind and character, whether said minerals be metallic or non-metallic, on, in and under the land hereinabove described, all of which said oil, gas and minerals have been heretofore expressly reserved by the Southwestern Lumber Company of New Jersey in its certain deed dated 30<sup>th</sup> day of October, 1929, conveying to the grantor herein the said land hereinabove described, together with perpetual rights of ingress and egress to prospect for, develop, take, use, enjoy and remove same, and use the surface for each and all of such purposes as fully as if this deed had not been made.”
- “This deed is executed subject to all of the exceptions, reservations and conditions in deed from Augustus F. Kountze to David L. Gallup dated July 18, 1902.” *[Note: These deed restrictions provide oil rights an extension access rights to the property to mine, refine and remove the oil. The restrictions are very lengthy and therefore not incorporated into this document.]*
- “This tract is to be used by the Texas Forest Service of said College for investigation and demonstration and reforestation and development of forest land.”
- “The revenue from this tract of land from whatever source it may accrue is to be used as a student loan fund to be administered by the Association of Former Students of said College under the same system and in the same manner as other student loan funds are administered by said Association, provided that in the event of labor paid from State funds is used in preparing merchantable forest

products for market the cost of such labor shall be recovered by the Board of Directors of the Agricultural and Mechanical College of Texas and the net balance shall be paid to the student loan fund above designated, and provided further that the Board of Directors of the Agricultural and Mechanical College of Texas is hereby authorized to use not in excess of five acres of this tract of land for the purpose of establishing a forest tree nursery and that the proceeds from the sale of nursery stock grown in such nursery shall not in any manner be obligated to the above designated student loan fund.”

Changing the forest to a state park would violate terms of the deed, both in the use of the property and use of derived income. Also, future use of the forest as a park would have to be designed around the rights of the owner of the mineral rights to have full access to their mineral rights on the property.

### **Masterson State Forest**

Leonora O’Neal Masterson donated 519.56 acres of land to the Texas Forest Service on October 22, 1984. The Warranty Deed includes the following restrictions:

- “the Grantor herein reserves, and it is expressly agreed that she should have, for herself and her assigns, the full possession, benefit and use of the above described premises, as well as the rents, revenues and profits thereof, for and during her natural life.”
- “Grantor, her heirs and assigns, all the interests in the oil, gas and other minerals in and under and that may be produced from the above property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom.”

Changing the forest to a state park would negatively impact revenue flow to the donor, thereby causing damages. Also, future use of the forest as a park would have to be designed around the rights of the donor to have full access to their mineral rights on the property.

### **W. Goodrich Jones State Forest**

No deed restrictions noted.

STATE OF TEXAS )  
                  )  
COUNTY OF TYLER )

KNOW ALL MEN BY THESE PRESENTS: That I, JOHN H. KIRBY, of the County of Harris and State of Texas, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by the State of Texas, the receipt where of is hereby acknowledged and confessed, and of the compliance with the conditions hereinafter set out, HAVE GRANTED, SOLD AND CONVEYED and by these presents DO GRANT, SELL AND CONVEY unto the State of Texas, for the use and benefit of the AGRICULTURAL AND MECHANICAL COLLEGE OF TEXAS, as hereinafter set out, all that certain tract of land lying and being situated in Tyler County, Texas, and described as follows:

A tract of land containing six hundred (600) acres out of Texas Central R. R. Co. Section No. 2 and the Ann Clayton 640 acre survey, situated in Tyler County, Texas;

Beginning at the N. E. corner of T. C. Section No. 2 on S. line of Section No. 17 BBB&C, a stake from which a pine brs. N. 32 W. 6 vrs.;

Thence South with the E. line of T. C. Section No. 2 1745 varas to a stake in N. line of J. Murphy survey from which a pine brs. N. 17 vrs. and a pine brs. S. 87 W. 19.1 vrs.;

Thence W. with Murphy's N. line 248 vrs. to his N.W. corner, a stake from which a pine brs. N. 23 E. 2.4 vrs. and a pine S. 48 W. 3.4 vrs.;

Thence N. with E. line of J. Clayton Survey 194 vrs. to said Clayton's N.E. corner from which a Sweetgum 12 inches brs. N. 25 E. 2.8 vrs. and a pin oak brs. S. 88 E. 8.5 vrs.;

Thence W. with the N. line of the J. Clayton Survey 1399 vrs. to the N. W. corner of same continuing W. and at 1906 vrs. set stake for the S.W. corner of this 600 acre tract, a stake from which a pin oak brs. N. 85 E. 23.2 vrs. and a pin oak brs. N. 11 E. 5.2 vrs.;

Thence N. 1551 vrs. to a stake in N. line of T. C. Sec. No. 2 from which a pine brs. S. 42 E. 15 vrs. and a pine brs. S. 85 E. 12.4 vrs.;

Thence East with North line of T. C. Sec. No. 2 2154 vrs. to the place of beginning, containing 600 acres of land.

Save and except all oil, gas and minerals of every kind and character, whether said minerals be metallic or non-metallic, on, in and under the land hereinabove described, all of which said oil, gas and minerals have been heretofore expressly reserved by the Southwestern Lumber Company of New Jersey in its certain deed dated 30th day of October, 1929, conveying to the grantor herein the said land hereinabove described, together with perpetual rights of ingress

and egress to prospect for, develop, take, use, enjoy and remove same, and use the surface for each and all of such purposes as fully as if this deed had not been made.

This deed is executed subject to all of the exceptions, reservations and conditions in deed from Augustus F. Kountze to David L. Gallup dated July 18, 1902.

TO HAVE AND TO HOLD the above described lands and premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the State of Texas forever, for the use and benefit of AGRICULTURAL AND MECHANICAL COLLEGE OF TEXAS, subject to the following purposes:

(a) This tract is to be used by the Texas Forest Service of said College for investigation and demonstration and reforestation and development of forest land.

(b) The revenue from this tract of land from whatever source it may accrue is to be used as a student loan fund to be administered by the Association of Former Students of said College under the same system and in the same manner as other student loan funds are administered by said Association, provided that in the event labor paid from State funds is used in preparing merchantable forest products for market the cost of such labor shall be recovered by the Board of Directors of the Agricultural and Mechanical College of Texas and the net balance shall be paid to the student loan fund above designated, and provided further that the Board of Directors of the Agricultural and Mechanical College of Texas is hereby authorized to use not in excess of five acres of this tract of land for the purpose of establishing a forest tree nursery and that the proceeds from the sale of nursery stock grown in such nursery shall not in any manner be obligated to the above designated student loan fund.

WITNESS my hand at Houston, Texas, this 7<sup>th</sup> day of

December, A. D. 19 29.





STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared JOHN H. KIRBY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 7<sup>th</sup> day of December, A. D. 19 29.

Marquerite Dennis  
Notary Public, Harris County, Texas.

The above and foregoing General Warranty Deed was approved by the Attorney General of the State of Texas, this the 19<sup>th</sup> day of December, A. D. 1929.

Robert Lee Bobbitt  
Attorney General  
W. H. Carr  
Assistant Attorney General

The tract of land designated in the above and foregoing General Warranty Deed is hereby accepted for and in behalf of the State of Texas this 23<sup>rd</sup> day of December, A. D. 1929.

Alan W. Moody  
Governor.

STATE OF TEXAS }  
COUNTY OF TYLER }

I HEREBY CERTIFY, that the foregoing instrument

was filed for record in my office on the 4 day of Jan 1930, at 11 o'clock a. M., and was this day duly recorded in 4 166 of Vol. 63 of the Public Records of said County.

WITNESS my hand and official seal, at my office in Waco, Texas, this 7 day of Jan 1930.

A. M. Prescott  
County Clerk, Tyler County, Texas  
W. H. Carr  
Deputy

ATTACHMENT

KNOW ALL MEN BY THESE PRESENTS, that Augustus F. Kountze, of the City of New York in the County and State of New York, hereinafter called "Grantor," for and in consideration of the sum of Ten Dollars to him in hand paid by David L. Gallup, of the City of New York, in the State of New York, hereinafter called "Grantee," and for divers other valuable and sufficient considerations from said Grantee to him moving, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto said Grantee all and singular all of the lands and interests in lands now owned by Grantor, and all lands and interest in lands owned by Grantor on the 4th day of September, 1901, and at any time since that date, lying and being situated in the Counties of Angelina, Jasper, Tyler, Hardin, Polk, San Augustine and Sabine in the State of Texas, and in each of said Counties, save and except the reservations and exceptions therefrom hereinafter made. Said lands and interests in lands hereby conveyed include the following number of acres, more or less, in the following surveys, to-wit:

IN TYLER COUNTY.

NAME OF SURVEY	ACRES
Ann Clayton	640
J. Clayton	320
T.C.R.R. Co.	640

(OTHER LANDS NOT HERE ABSTRACTED)

For further description of the aforesaid lands and property hereby conveyed, reference is hereby made to the recorded title of said Grantor thereto in the deed and other records of the Counties in which said lands are situated or at any time have

been, and to the records, papers, books and archives of the General Land Office of the State of Texas, excepting and reserving, however, from this conveyance unto said Grantor, his heirs, executors, administrators and assigns forever the following:

I.

Ninety-five per cent (95%) of any and all oil, upon, within or under the aforesaid lands hereby conveyed and every part thereof, with the full and complete rights and powers following, to-wit:

To, at any and all times, enter upon said lands and every part thereof and thereon, therein and thereunder to search for, sink, drive, dig and bore for, mine, work, and get all of the oil found upon, within or under said land and every part thereof, and to ship, transport, take away and dispose of ninety-five per cent (95%) of all the oil so obtained.

To, at any and all times, on said land, manufacture, handle, refine and treat aforesaid ninety-five per cent (95%) of said oil, and to ship, transport, take away and dispose of any and all products, materials and things so obtained.

To, at any and all times, lay down, construct, maintain, use and operate in, upon, under and over said lands or any part thereof, pipes, pipe-lines, roads, tram-roads and all other appliances and means of transportation necessary and proper for the transportation of said oil and other products obtained by the manufacturing, handling, refining and treating the same and for the transportation of the tools, machinery and supplies of every nature necessary and proper in obtaining said oil from the ground, manufacturing, handling, treating or refining the same, and in

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storing, caring for and handling said oil or any product obtained therefrom.

In the convenient and proper accomplishment of the purposes and things aforesaid, to, at any and all times, erect, set up, use, maintain and operate on said land or any part thereof steam and other engines, machinery, works, tanks, furnaces, buildings, houses and other structures, and at pleasure to remove and carry away the same; to, at any and all times, use any part of the surface of the land for storing or placing thereon said oil and the products derived from manufacturing, handling, refining and treating the same and the rubbish and other materials incident to such operations; to take and use, free of charge, for any of the purposes aforesaid, any water on said lands, loose stone and rock lying on the surface, to take and use for any of the purposes aforesaid, upon paying the fair value thereof, any of the timber that shall then be standing on said lands or any part thereof under fifteen inches in diameter; to have free egress, ingress and regress at all times in and upon said lands and every part thereof for the purposes aforesaid; to do all such other acts and things not expressly named herein as may be necessary and convenient to obtain the full benefit of the property, rights and powers by this instrument excepted and reserved to and conferred upon said Grantor, his heirs, executors, administrators and assigns, the full and absolute right and power in good faith to sell and convey the whole of the oil under, within and upon said lands hereby conveyed or any part thereof, and any conveyance or conveyances so made shall pass to the grantee or grantees therein the whole of the oil upon, within

and under the particular land designated and described in said conveyance or conveyances; but in such event said vendor or vendors making said conveyance or conveyances shall pay or deliver to said Grantee in this conveyance, his heirs, executors, administrators or assigns then owning the interest in said oil not herein and hereby reserved one-twentieth of the purchase price obtained upon said sale. In the event of any such sale or sales the purchaser or purchasers, his or their heirs, executors, administrators and assigns, shall have all and the same rights and powers as to said five per cent (5%) of said oil as are by this instrument reserved and conferred as to said ninety-five per cent (95%).

The aforesaid rights and powers hereby reserved and conferred may be exercised not only by the said Grantor, his heirs, executors, administrators and assigns, but by his or their lessees, agents and workmen and any and all other persons by his or their authority or permission, and neither said grantor nor any of the aforesaid persons deriving their powers mediately or immediately from or through him shall be liable or responsible for any damage or injury whatever which shall or may be caused to said lands or anything thereon by the doing of any of the acts or things the right to do or perform which is hereby reserved and conferred.

It is distinctly understood and agreed that said grantor, his heirs, executors, administrators and assigns, shall deliver to said Grantee, his heirs, executors, administrators and assigns, at any well bored or sunk in said lands the one-twentieth (1/20th) part of all crude oil produced and saved from said well. If there is a pipe line connected with said well, the said one-

twentieth shall be delivered in said pipe line to the credit of the party entitled thereto. If there is no pipe-line connected with said well, then said party entitled to said one-twentieth shall, at his own proper cost and charge, provide the means for savings, receiving and storing his said one-twentieth. This obligation to deliver one-twentieth of said oil shall be one running with the ownership of the well, and when said Grantor or any person or persons succeeding to his interest disposes of any interest in any well there shall no longer rest upon him or them any obligation to perform this covenant, but such obligation shall thereupon attach to the person or persons succeeding to such interest.

## II.

That certain strip of land lying on each side of the centre line of the track of the extension of the Texas & New Orleans Railroad as the same runs through the lands in Jasper and Angelina Counties hereby conveyed, said STRIP NOT HERE ABSTRACTED \* \* \* \*

(ALSO FOUR CERTAIN TRACTS IN HARDEN COUNTY) \* \* \* \* \*

Also these certain twelve surveys of land situated in Tylor County, Texas, all granted and patented to Galveston & Brazos Navigation Company, and known as surveys Nos. 2, 4, 6, 8, 10, 12, 26, 28, 30, 32, 34, and 36 all in Block No. 1, being the same lands involved in the suit of East Texas Land & Improvement Company vs. John W. Harris, now pending in one of the district Courts of Galveston County, Texas.

Also all oil and minerals in, upon or under any and all lands sold and conveyed prior to the 4th day of September, 1901,

situated in any of the seven counties hereinbefore named and now owned or claimed by Grantor by reason of any exception or reservation thereof contained in the deed or deeds conveying the land so sold.

III.

This conveyance is made subject to the following five timber contracts, by each of which Augustus F. Kountze and Barclay W. Kountze as parties of the one part sell and dispose of to the other party or parties therein named certain of the timber on the lands in said contract designated; said contracts are briefly described by date, the name or names of the purchaser or purchasers of the timber sold and land from which said timber is to be taken and time within which to be taken as follows:

First: Contract dated September 25, 1900, with Southern Pine Lumber Company, a corporation, whereby it purchases certain of the timber on the following lands in Angelina County, to-wit: (LAND IN ANGELINA COUNTY) \* \* \* \* \*

Second: Contract dated January 19, 1900, with Texas Lumber & Lumber Company, a corporation, whereby it purchases certain of the timber on the following lands in Tyler County: (LANDS NOT HERE ABSTRACTED) \* \* \* \* \*

Third: Contract dated April 9, 1900, with Jonas S. Rice and William M. Rice, partners composing the firm of J. S. & W. M. Rice, whereby they purchase certain of the timber on the following lands in Tyler County: (LANDS NOT HERE ABSTRACTED) \* \* \* \* \*

Fourth: (CONTRACT COVERING LANDS IN HARDIN COUNTY)

Fifth: (CONTRACT COVERING LANDS IN HARDIN COUNTY)

For further details and particulars of aforesaid five con-

tracts, reference is hereby made to said contracts which are herewith exhibited and copies thereof delivered to Grantee before the execution and delivery hereof. The said timber conveyed and disposed of by aforesaid contracts and the considerations received and to be received therefor and the rights of all parties to said contracts under the same are hereby expressly reserved and excepted from this conveyance and are not to be impaired or in any manner affected hereby.

This conveyance is likewise made subject to all leases and declarations of tenancy under which any of the lands hereby conveyed are held under the titles of said Grantor, and said Grantee for himself and his heirs, executors, administrators and assigns does hereby expressly assume and agree to perform all obligations of the lessor or lessors under said leases and declarations of tenancy. Most of aforesaid leases and declarations of tenancy are either at will or may be terminated upon notice by lessors, and such as are not so at will or terminable upon notice will expire within five years from date hereof with a few exceptions, not exceeding six in number, each involving small tracts of a few acres. None of said leases authorize the cutting of timber on the leased lands except for firewood for use of tenants or for fencing of such lands.

It is further understood and agreed that said Grantor, his heirs, executors, administrators and assigns, shall have the right to pay any taxes, assessments or other governmental charges upon any of the lands hereby conveyed, in the event of the failure of the said Grantee, his heirs, executors, administrators or assigns, to make such payment, and if any such payment be made by said



Grantor or any of the aforesaid persons claiming under him the party so making such payment shall have a lien therefor upon the lands upon which he or they shall have made such payment, and shall be subrogated to all the rights and liens existing in favor of the tax, assessment or charge so paid.

It is further agreed that said Grantor, his heirs, executors, administrators and assigns, are to be at liberty to continue the present tenants and to place other and additional tenants upon the lands hereby conveyed so that he and they may at all times protect by possession their title to the said oil hereby reserved; such possession shall not be adverse to the titles hereby conveyed to the said Grantee, but any such possession and tenancy shall inure to the benefit of said Grantor, his heirs, executors, administrators and assigns and of said Grantee, his heirs, executors, administrators and assigns, according to their respective interests. No tenant so placed upon said lands by said Grantor, his heirs, executors, administrators or assigns, shall have any right to cut, injure or destroy any of the timber thereon. Every such tenant placed by the Grantor, his heirs, executors, administrators or assigns, on any of said lands shall be the tenant of Grantee, his heirs, executors, administrators or assigns, and every such tenancy shall be subject to the right of the Grantee, his heirs, executors, administrators or assigns, from time to time to enter upon the lands held by such tenant and to cut and remove timber thereon, and to operate railways and tramways upon such land, and to do whatever the Grantee may desire for the purpose of cutting and removing such timber.

Any rental that may be derived from any tenant appointed by the Grantor, his heirs, executors, administrators or assigns, shall be paid to the Grantee, his heirs, executors, administrators or assigns. Every such lease or tenancy created by the Grantor, his heirs, executors, administrators or assigns, shall be subject to the condition that the Grantee, his heirs, executors, administrators or assigns, or his or their lessees under any lease executed before or after such lease or tenancy created by the Grantor, his heirs, executors, administrators or assigns may enter upon and take possession of the lands or any part of the lands embraced in any such lease or tenancy created by the Grantor, his heirs, executors, administrators or assigns, and shall be entitled to immediate possession thereof or any part thereof, and that such lease or tenancy created by the Grantor, his heirs, executors, administrators or assigns, shall stand suspended and be of no force as to that portion of the land of which possession shall be taken by the Grantee, his heirs, executors, administrators or assigns, or his or their tenants so long as such possession shall continue. This provision is in no manner to affect or impair the existing leases and declarations of tenancy nor the covenant of Grantee, his heirs, executors, administrators and assigns, heretofore made to assume and perform the obligations of the lessor or lessors thereunder.

It is further provided that the renewal of any existing lease or declaration of tenancy by the Grantor, his heirs, executors, administrators or assigns, shall be subject to this and the two preceding paragraphs hereof, and that the Grantee, his heirs, executors, administrators or assigns may terminate any now

existing lease where the tenancy is at will or terminable upon notice; provided said Grantee, his heirs, executors, administrators or assigns, or his or their tenant, shall at once take possession of any land as to which any such lease may be so terminated. The possession of said lands by said Grantee, his heirs, executors, administrators or assigns, or the tenants of him or them, shall never be adverse to said Grantor, his heirs, executors, administrators or assigns, in respect to the rights herein reserved, but shall be construed and held a possession on behalf of themselves and of said Grantor, his heirs, executors, administrators and assigns, to the extent of their respective interests. Said Grantor hereby expressly covenants and agrees for himself, his heirs, executors, administrators and assigns to sink at least five wells on the lands hereby conveyed, said wells to be sunk at such localities as said Grantor, his heirs, executors, administrators or assigns, may select and shall all be sunk on or before the first day of February, 1904. Each of said wells shall be sunk, or bored, to a depth of at least 1500 feet unless at a less depth such flow of oil is struck as will enable said well to produce daily at least ten barrels of crude oil, or unless said well is sooner stopped with the consent of said Grantee, his heirs, executors, administrators or assigns.

TO HAVE AND TO HOLD the property hereby conveyed, together with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in anywise incident or appertaining unto said Grantee, his heirs and assigns forever. And the said Grantor does hereby bind himself, his heirs, executors and administrators to warrant and forever defend all and

singular the property hereby conveyed unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

No covenant shall be implied from the use in this instrument of the words "grant" and "convey", and none shall be implied as to acreage from the statement hereinbefore made that the lands hereby conveyed include the designated number of acres in each of the tracts named, and said Grantor makes no covenant whatever in this instrument except the aforesaid express covenants.

In witness of all of which the said Augustus F. Kountze has hereunto set his hand in duplicate this 18th day of July, 1902.

(Sgd) Augustus F. Kountze

STATE OF NEW YORK #SS

COUNTY OF NEW YORK # BEFORE ME, J. Henry Kohrs, a Notary Public in and for the County and State aforesaid on this day personally appeared Augustus F. Kountze, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this eighteenth day of July, One thousand, nine hundred and two.

(NOT. PUB. SEAL)

(Sgd) J. Henry Kohrs

Notary Public in and for the County and State of New York.

**NOTICE**

Prepared by the State Bar of Texas for use by Lawyers only. 4-74-15M  
To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.

**WARRANTY DEED**

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

} KNOW ALL MEN BY THESE PRESENTS:

That I, LEONORA O'NEAL MASTERSON, a widow,

of the County of JEFFERSON and State of TEXAS for and in  
consideration of the sum of TEN & 00/100----- (\$10.00)-----DOLLARS  
and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of  
which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto  
THE BOARD OF REGENTS of THE TEXAS A&M UNIVERSITY SYSTEM for the use and  
benefit of THE TEXAS FOREST SERVICE

~~of the County of~~ ~~and State of~~ , all of  
the following described real property in JASPER County, Texas, to-wit:

SEE "EXHIBIT 'A'", attached hereto and made a part hereof for all intents and purposes.

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 , its successors ~~heirs~~ and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee , its successors ~~heirs~~ and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. SAVE AND EXCEPT, however, that the Grantor herein reserves, and it is expressly agreed that she should have, for herself and her assigns, the full possession, benefit and use of the above described premises, as well as the rents, revenues and profits thereof, for and during her natural life. SAVE AND EXCEPT, and there is hereby further reserved unto Grantor, her heirs and assigns, all the interest in the oil, gas and other minerals in and under and that may be produced from the above property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom.

EXECUTED this 22<sup>nd</sup> day of October, A. D. 1984

✓ *Leonora O'Neal Masterson*  
LEONORA O'NEAL MASTERSON

(Acknowledgment)

THE STATE OF TEXAS }  
COUNTY OF JEFFERSON

Before me, the undersigned authority, on this day personally appeared

LEONORA O'NEAL MASTERSON

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 23<sup>rd</sup> day of October, A. D. 19 84

(Seal)



*Effie Sims*  
Notary Public in and for State of ~~County~~ Texas.  
EFFIE SIMS  
(Printed name)

My Commission Expires: 3-27-85

(Acknowledgment)

THE STATE OF TEXAS }  
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of , A. D. 19

Notary Public in and for County, Texas.

WARRANTY DEED

LEONORA O'NEAL MASTERSON

TO

THE BOARD OF REGENTS OF  
THE TEXAS A&M UNIVERSITY SYSTEM

PREPARED IN THE LAW OFFICE OF:

N/A

PLEASE RETURN TO:

Ted J. Hajovsky, Jr.  
General Counsel, TAMUS  
221 System Admin. Bldg.  
College Station, Texas  
77843-1116

(Corporate acknowledgment)

THE STATE OF TEXAS }  
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

of

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the day of , A. D. 19

Notary Public in and for County, Texas.

Being 519.56 acres of land, more or less, out of and a part of Abst. 971, R. C. Conn Survey, Abst. 200, H. & T. C. Sec. 93, Abst. 198, H. & T. C. Sec. 97, Abst. 903, H. & T. C. Sec. 98 and all of Abst. 581, W. W. Foster Survey, Jasper County, Texas, and being a part of a certain 480 acre tract as described in a deed from E. E. Zimmerman, et ux, to J. P. Masterson, dated September 18, 1912, and recorded in Vol. 18, Pg. 519, of the Jasper County Deed Records; all of a certain 160 acre tract as described in a deed from H. Hargrove, et ux, to J. P. Masterson, dated May 10, 1900, and recorded in Vol. V, Pg. 121, of the Jasper County Deed Records; and all of a certain 1.50 acre tract known as "Tract No. 1", all of a certain .05 acre tract known as "Tract No. 2", and all of a certain 15.00 acre tract known as "Tract No. 3", as described in a deed from East Texas Pulp and Paper Company to Paul N. Masterson, dated September 30, 1957, and recorded in Vol. 139, Pg. 315, of the Jasper County Deed Records. The said 519.56 acres of land being more fully described by metes and bounds as follows, to-wit:

BEGINNING at a concrete marker for the Northeast corner of said 15.00 acre tract, same being the Southeast corner of the Paul N. Masterson .01 acre tract in the North line of said H. & T. C. Sec. 93, from which a concrete market stamped "J. 673, S. E. Cor. Sec. 90" brs. N. 89° 54' W. 8.61 ft.

THENCE S. 00° 41' E. with the upper East line of said 15.00 acre tract, at 2668.43 ft. to a concrete marker for a corner of said 15.00 acre tract, in a fence.

THENCE S. 00° 33' E. with the lower East line of said 15.00 acre tract, at 2590.43 ft. pass the Southeast corner of said 15.00 acre tract and the Northeast corner of said .05 acre tract in the South line of said H. & T. C. Sec. 93, and at 2599.87 ft. to an old concrete marker for the Southeast corner of said .05 acre tract.

THENCE S. 88° 14' W. with the South line of said .05 acre tract, at 244.44 ft pass the Southwest corner of same and the Southeast corner of said 1.50 acre tract in the East line of said H. & T. C. Sec. 97, and at 3260.17 ft. to a concrete marker adjacent to old iron stake for the Southwest corner of said 1.50 acre tract, at a fence corner.

THENCE N. 00° 41' E. with the West line of said 1.50 acre tract, at 34.72 ft. pass the Northwest corner of same and the Southeast corner of a 100 acre tract conveyed to M. E. Fann out of said 480 acre tract and in the South line of said R. C. Conn Survey, and at 1932.81 ft. to a concrete marker adjacent to an old 3/4" iron pipe for the Northeast corner of said 100 acre tract.

THENCE N. 89° 34' W. with the North line of said 100 acre tract at 2240.51 ft. to a concrete marker adjacent to old fence corner post for the Northwest corner of said 100 acre tract in the West line of said R. C. Conn Survey.

THENCE N. 1° 55' E. with the West line of said R. C. Conn Survey, at 2133.15 ft. to a concrete marker for corner in the South R.O.W. line of F. M. Road # 2938, and 50 ft. perpendicular distance from the center-line of same.

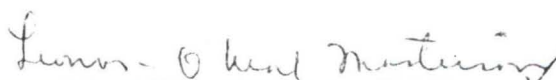
THENCE with the South and East R.O.W. line of said F.M. Road as follows: (1) N. 89° 58' E. 871.91 ft. (2) N. 86° 26' E. 100.00 ft. (3) N. 77° 46' E. 100.00 ft. (4) N. 71° 35' E. 100.00 ft. (5) N. 63° 39' E. 100.00 ft. (6) N. 55° 59' E. 100.00 ft. (7) N. 48° 45' E. 100.00 ft. (8) N. 41° 25' E. 100.00 ft. (9) N. 33° 28' E. 100.00 ft. (10) N. 26° 06' E. 100.00 ft. (11) N. 19° 00' E. 100.00 ft. (12) N. 11° 08' E. 100.00 ft. (13) N. 4° 31' E. 103.86 ft. (14) N. 00° 03' W. 523.21 ft. to a concrete marker adjacent to old 3/4" iron pipe for corner in the most westerly North line of said R. C. Conn Survey.

THENCE S. 89° 54' E. with said line, at 1063.46 ft. pass the most northerly Northeast corner of said R. C. Conn Survey and the Northwest corner of said W. W. Foster Survey, at 2433.58 ft. pass the Southwest corner of the Paul N. Masterson Estate 40.37 acre tract, at 3702.35 ft. pass the Northeast corner of said W. W. Foster Survey, and at 3710.96 ft. to the place of beginning, containing 519.56 acres of land as herein described.

EXHIBIT "A"

PAGE 1 OF 1

Signed for Identification:

  
LEONORA O'NEAL MASTERSON

STATE OF TEXAS           §  
                                  §  
COUNTY OF JEFFERSON   §

Leonora O'Neal Masterson, previous owner and donor of that tract of land to be known as the "MASTERSON TREE FARM" does hereby express her wishes and desires to Bruce R. Miles, Director of the Texas Forest Service, a part of The Texas A&M University System. An objective of this gift is to help provide for the furtherance of excellence in management, maintenance, and productivity of forests within the State of Texas through the funding of continuing education, scholarships, and research in areas of forestry. It is anticipated that the proceeds from timber upon this tract of land shall eventually provide for this endeavor.

Inasmuch as Leonora O'Neal Masterson has reserved unto herself and her assigns a life estate to the tree farm, during her natural lifetime, she does have the full possession, benefit, and use thereof, as well as the rents, revenues, and profits therefrom.

Upon her death, the tree farm should be maintained and managed by the Texas Forest Service and selected areas of the tree farm should be used for research in forest management, productivity, and maintenance. From rents, revenues, and profits of the tree farm, the Texas Forest Service should recover its cumulative expenditures and expenses for management and maintenance of the tree farm and research engaged thereupon. After payment of these expenditures by the Director of the Texas Forest Service, the remaining balance of funds should be made available, at the discretion of said Director, for:

- (1) scholarships to graduate students of forestry-related fields attending school at Texas A&M University and Stephen F. Austin State University,



- (2) research grants in forestry to Texas A&M University and Stephen F. Austin State University,
- (3) funds for continuing education in forestry of the personnel and staff of the Texas Forest Service, and
- (4) such other purposes as the Director of the Texas Forest Service shall deem reasonable and necessary in the furtherance of forestry research and management within the State of Texas.

The Director of the Texas Forest Service should conservatively invest these proceeds, pending actual funding of the above, in very stable, growth-oriented types of investments with resulting liquidity for funding when a need does present itself.

It is anticipated that that certain 40.37 acre tract of land contiguous to and northeast of the Masterson Tree Farm shall be used for a religious retreat area and other church-related purposes. Staff and personnel of the Texas Forest Service are asked to render advice and services to the religious organization using this tract of land concerning the management, preservation, and maintenance of the forests and natural setting upon this tract, to the full extent allowed by the Constitution and laws of the State of Texas, and lawful policies of the Texas Forest Service and The Texas A&M University System.

✓ DATED: 10-22-84

Leonora O'Neal Masterson  
Leonora O'Neal Masterson ✓

Acknowledgment of Receipt:

DATED: October 29, 1984

Bruce R. Miles  
Bruce R. Miles

**Texas Forest Service  
State Forests - Office Relocations**

**Buna Office (Masterson State Forest)**

**Staff:** 1

**Relocation:** Staff would be moved to Kirbyville

**Current Facilities:**

	<u>Sq Ft</u>
Office	400
Vehicle Storage	1,200
Total	1,600

**Conroe Office and Maintenance Shop (W. Goodrich Jones State Forest)**

**Staff:** 12

**Relocation:** Build new District Office in Conroe area

**Current Facilities:**

	<u>Sq Ft</u>
Office	3,031
Training Building	1,102
Old Wash House	32
Equipment Maintenance	3,540
Chemical Building	226
Old Maintenance Shop	2,226
Seedling Cooler	384
Well Building	48
Pest Building	400
Equipment Shelter	1,944
Radio Shelter	120
Storage Building	120
Residence	2,687
Total	15,860

**New Facilities:**

	<u>Sq Ft</u>	<u>Est Cost/SF</u>	<u>Cost</u>
Office Building	3,200	180	576,000
Training /Meeting Building	1,200	150	180,000
Vehicle/Equipment Storage	2,000	60	120,000
Vehicle Maintenance	2,000	80	160,000

**Texas Forest Service  
State Forests - Office Relocations**

	8,400		\$1,036,000
<b>Total</b>			
<b>New Land:</b> Site for District Office	3 acres	\$150,000/acre	\$450,000
<b>Total Relocation Cost - Conroe Office:</b>			\$1,486,000

**Kirbyville Office (E.O. Siecke State Forest)**

**Staff:** 7 (6 + 1 from Buna)

**Relocation:** Build new District Office in Kirbyville area

**Current Facilities:**

	<u>Sq Ft</u>
Office	1,365
Pump House	120
Storage Building	48
Vehicle Storage	1,100
Oil Shed	252
Equipment Storage	2,184
Vehicle Maintenance	4,200
Residence	1,860
<b>Total</b>	<b>11,129</b>

**New Facilities:**

	<u>Sq Ft</u>	<u>Est Cost/SF</u>	<u>Cost</u>
Office Building	2,000	180	360,000
Vehicle/Equipment Storage	1,500	60	90,000
Vehicle Maintenance	2,000	80	160,000
<b>Total</b>	<b>5,500</b>		<b>\$610,000</b>

<b>New Land:</b> Site for District Office	3 acres	\$2000/acre	\$6,000
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<b>Total Relocation Cost - Kirbyville &amp; Buna Offices</b>	<b>\$616,000</b>
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**Conroe, Texas**

**Brief Description**

Located in Montgomery County, 1,643.18 acres make up the Jones State Forest and the Conroe Office compound. Property consists of two tracts: 1) 1,633.10 acres purchased from Richard H. John in 1926 and conveyed to the State of Texas for the use and benefit of the Agricultural and Mechanical College, and 2) 10.0705 acres purchased from The Woodlands Corporation in 1993 and conveyed to the Board of Regents of TAMUS. Site consists of thirteen (13) buildings, plus additional structures. Current staffing level is eleven (11) full-time and eight (8) seasonal employees.

**Repairs and Renovations Brief**

The over forty-five year old facilities lack compliance with current building, site and accessibility code standards. Most buildings are not ADA or TAA compliant. The Chemical facility lacks proper containment capabilities, security or lighting. There is a vital and urgent need to repair the structural support of the Grease Rack/Vehicle Lift structure. Drainage is an issue around numerous buildings. The necessary function of agency equipment and vehicle maintenance is compromised by inadequate and sub-standard conditions of the Equipment Maintenance facility. In the past vehicles have been painted on site, in violation of numerous codes. The Equipment Maintenance building lacks adequate electrical power, necessary lighting and ventilation. *Source: Gaglardi Group, Inc. 11/2004*

**Facility Administrator's Recommendation**

In addition to the repair needs sited below, the Conroe staff would like to use the concrete pad left by the removal of building #640 for a covered pavilion. Staff has also recommended updates to the existing office (estimated cost of \$15,000.00).

**Repairs and Renovations Cost Table**

Bldg. Name	Bldg. No.	Year Occupied or Constructed	Square Footage	Condition	Action	Demolition Cost	Replacement Cost	Immediate Repairs <sup>1</sup>	Repairs in 1-4 yrs <sup>1</sup>	Repairs in 5-10 yrs <sup>1</sup>
SITE	632	1977	3,031	Fair	Minor Repairs, Upgrade			46,123.50	27,240.00	0.00
OFFICE	633	1963	1,102	Good	Minor Repairs			713.85	9,521.62	20,314.02
TRAINING BUILDING	634	1959	32	Poor	Major Repairs			37,105.30	7,743.09	0.00
OLD WASH HOUSE	634	1959	32	Poor	Major Repairs			1,537.29	0.00	0.00
EQUIPMENT MAINTENANCE	635	1982	3,540	Fair	Moderate Repairs			30,043.38	68,916.95	0.00
CHEMICAL BUILDING	636	1959	226	Poor	Major Repairs			23,486.35	1,180.83	0.00
OLD MAINTENANCE SHOP	637	1959	2,226	Poor	Major Repairs			51,582.05	6,221.21	0.00
SEEDLING COOLER	638	1959	384	Fair	Moderate Repairs			0.00	19,948.00	0.00
WELL BUILDING	639	1959	48	Poor	Major Repairs			0.00	3,231.03	0.00
PEST BUILDING	640	1959	400	Poor	Demolition (Unsafe)	2,622.50	27,800.00	0.00	0.00	0.00
EQUIPMENT SHELTER	641	1962	1,944	Poor	Major Repairs			28,970.11	5,774.76	0.00
RADIO SHELTER	642	1959	120	Fair	Minor Repairs			587.09	1,044.51	0.00
STORAGE BUILDING	643	1959	120	Poor	Demolition (Very Poor)	786.75	3,648.00	0.00	0.00	0.00
RESIDENCE	644	1969	2,687	Fair	Minor Repairs			0.00	17,043.59	9,163.04
<b>Facility Total</b>			<b>15,860</b>			<b>3,409.25</b>	<b>31,448.00</b>	<b>220,148.92</b>	<b>167,865.59</b>	<b>29,477.06</b>
							<b>\$452,348.82</b>			

<sup>1</sup> Costs indicated are contracted prices. Agency can perform some of the immediate repairs and all of the demolition, which will reduce the total repair cost. Costs do not include additional office or conference space, or handicap accessibility improvements.

**Conroe, Texas**

**Facility Recommendations**

1. Storage Building #643 has been demolished. Need to take immediate action to demolish Pest Building #640. No replacement is needed at this time.
2. Seek funds to implement the needed repairs at the compound with a high priority given to the immediate repairs. Highest priority should be given to the Equipment Maintenance building.

**Kirbyville, Texas**

**Brief Description**

Located in Newton County, 1,721.48 acres make up the Shecke State Forest and the Kirbyville Office compound. The property consists of two tracts of land: 1) 1,593.83 acres purchased from M. Singletary, B.F. Gahner, and A.G. Maxwell in 1924 and conveyed to the State of Texas, and 2) 127.65 acres purchased from M. Singletary in 1925 and conveyed to the State of Texas. The site consists of eight (8) buildings. Current staffing level is six (6) full-time and one (1) seasonal employee.

**Repairs and Renovations Brief**

The facilities lack compliance with current building, site and accessibility code. Most of the buildings are not ADA or TAS compliant and the addition of ramps or handrails would not make them compliant. The lack of accessibility compliance issue pales in comparison to the wood rot, asbestos ceiling tiles and the outdated facilities. The site parking and driveway conditions are below that of the majority of the TFS compounds and the site lacks code compliant accessible parking and/or sidewalks. Drainage is an issue around the numerous buildings. The site topography includes major elevation changes, with the buildings being located in the path of natural drainage. The Equipment Maintenance building lacks adequate electrical power necessary for lighting and ventilation. Although prior and current maintenance procedures have extended some of the facilities beyond their useful life expectancy, most of the structures are pushing the point that repairs are not cost effective. Moderate/major repairs are needed to bring the compound's facilities into code compliance, to replace non-functioning facilities and structures, and reduce safety hazards. *Source: Gagliardi Group, Inc. 11/2004*

**Facility Administrator's Recommendation**

Administrators are requesting approval/funding to update the facilities at an estimated cost of \$15,000.00.

**Repairs and Renovations Cost Table**

SITE	Bldg. Name	Bldg. No.	Year Occupied	Square Footage	Condition	Action	Demolition		Hazardous		Replacement Cost	Immediate Repairs <sup>1</sup>	Repairs in 1-4 yrs <sup>1</sup>	Repairs in 5-10 yrs <sup>1</sup>	
							Cost	Cost	Cost	Cost					
OFFICE		618	1964	1,365	Fair	Moderate Repairs, Upgrade						0.00	183,990.00	0.00	
PUMP HOUSE		619	1964	120	Poor	Major Upgrades						2,194.85	31,802.24	4,523.31	
STORAGE BUILDING		620	1964	48	Poor	Major Upgrades						2,308.27	6,832.85	0.00	
VEHICLE STORAGE		621	1964	1,100	Poor	Moderate Repairs						0.00	946.61	0.00	
OIL SHED		622	1964	252	Poor	Demolition	5,160.75					0.00	0.00	0.00	
EQUIP STORAGE		623	1964	2,184	Poor	Major Upgrades						16,893.62	7,280.41	0.00	
VEHICLE MAINT		624	1962	4,200	Poor	Demolition	6,529.50					0.00	0.00	0.00	
SHECKE RESIDENCE		699		1,860	Fair	Demolition	20,280.75	6,318.90		156,240.00		0.00	84,712.81	0.00	
				11,129		Major Upgrades						0.00	3,672.72	8,196.03	
<b>Facility Total</b>								<b>31,971.00</b>	<b>6,318.90</b>	<b>244,032.00</b>	<b>21,396.74</b>	<b>315,564.92</b>			
													<b>\$627,479.59</b>		

<sup>1</sup> Costs indicated are contracted prices. Agency can perform some of the immediate repairs and all of the demolition, which will reduce the total repair cost. Costs do not include additional office or conference space, or handicap accessibility improvements.

**Facility Recommendations**

1. Take immediate steps to secure funding for the demolition and replacement of the Vehicle Storage, Equipment Storage and Vehicle Maintenance Buildings.
2. Seek funds to make identified repairs, with priority given to the immediate repairs.