

**STATE OF TEXAS  
GENERAL LAND OFFICE  
PERMANENT SCHOOL FUND LAND  
AVAILABLE FOR DIRECT SALE**

The General Land Office (GLO) sells Permanent School Fund (PSF) land subject to terms established by the School Land Board (SLB) pursuant to Chapters 32 and 51 of the Texas Natural Resources Code (TNRC).

**THESE PROPERTIES ARE OFFERED SUBJECT TO PRIOR SALE OR REMOVAL FROM THE MARKET WITHOUT NOTICE.**

**PROPERTY CONDITION**

All properties are being sold "**AS IS**", and without warranties of any kind whatsoever, expressed or implied. Information in this packet represents the best available; however, the GLO and the SLB neither warrant nor guarantee its accuracy. Property is sold subject to any and all easements, rights-of-way, and other matters of record, or those visible and apparent on the property, affecting or related to it. Some properties may be sold using the description on file in lieu of an actual on-the-ground survey.

**LEGAL ACCESS & PROPERTY INSPECTION**

A tract listed as having "no legal access" can only be reached by crossing privately owned property. If you wish to inspect any of the properties listed that do not have legal access, please obtain permission from one of the adjoining landowners prior to entering their property. However, the adjoining landowners are under no obligation to grant this request. It is strongly suggested that bidders obtain an access agreement with an adjoining landowner prior to purchasing property that does not have legal access. If you purchase property that does not have legal access, you cannot be guaranteed access after the sale. To determine whether a property has legal access, see its information page.

**PROPERTY CURRENTLY UNDER LEASE**

The standard surface lease of the GLO allows for its termination upon sale of the property.

**MINERAL RESERVATION**

The State of Texas will retain ownership of all oil, gas, coal, lignite, sulphur and other mineral substances from which sulphur may be derived or produced, salt, potash, uranium, thorium, gypsum, mercury, zeolite, carbonaceous shale, bentonite and other varieties of clay, and all other minerals in and under the property wherever located and by whatever method recovered, as well as the right to lease such minerals and the right of ingress and egress to explore for and produce the same, on all the properties sold.

**GROUNDWATER RESERVATION**

The State of Texas will retain ownership of the right to develop groundwater as well as the right to lease groundwater, and the right of ingress and egress to explore for, produce, lease, and store groundwater and to place, construct, maintain, and operate any structures necessary and incident thereto at a site or sites as determined by the State, on all the properties sold. Purchaser shall have the right to use groundwater for residential and domestic purposes only and will agree not to use any groundwater underlying the property for commercial or industrial purposes.

**WIND POWER RESERVATION**

A property with "Wind" in the reservation line of its information sheet will be sold subject to the State of Texas retaining the rights to test for and develop wind power on the subject property, and to produce, lease, store and/or transmit electrical power generated thereby, including the right of ingress and egress for those purposes, and to place, construct, maintain, and operate structures necessary and incident thereto at a site or sites as determined by the State.

**SOLAR POWER RESERVATION**

A property with "Solar" in the reservation line of its information sheet will be sold subject to the State of Texas retaining the rights to test for and develop solar power on the subject property, and to produce, lease, store and/or transmit electrical power generated thereby, including the right of ingress and egress for those purposes, and to place, construct, maintain, and operate structures necessary and incident thereto at a site or sites as determined by the State.

### **GEOHERMAL RESOURCES RESERVATION**

A property with "Geothermal" in the reservation line of its information sheet will be sold subject to the State of Texas retaining the rights to test for and develop geothermal resources on the subject property, and to produce, lease, store and/or transmit electrical power generated thereby, including the right of ingress and egress for those purposes, and to place, construct, maintain, and operate structures necessary and incident thereto at a site or sites as determined by the State.

### **SAND/GRAVEL/CALICHE/CLAY/LIMESTONE RESERVATION**

A property with "Sand & Gravel" in the reservation line of its information sheet, will be sold subject to the State of Texas retaining an undivided one-sixteenth (1/16<sup>th</sup>) royalty on sand, gravel, caliche, clay, and limestone which may be produced, sold, or extracted and saved from the subject property or from properties pooled or unitized with any portion of it for the purpose of producing or extracting the said sand, gravel, caliche, clay, and limestone.

### **ROAD EASEMENT RESERVATION**

A property with "Road Easement" in the reservation line of its information sheet will be sold subject to the reservation by the State of Texas, for itself, its agents, licensees, successors and assigns of the right of ingress and egress over and across the property utilizing existing roads, whether improved or unimproved, for access to and from adjoining PSF properties.

### **ANTIQUITIES CONSERVATION EASEMENT**

A property with "Antiquities Easement" in the reservation line of its information sheet, will be sold subject to the granting of an antiquities conservation grant and easement to the Texas Historical Commission in a form similar to the attached easement marked Exhibit A.

### **TIGUA INDIAN DISCLOSURE**

The Ysleta del Sur Pueblo in El Paso, Texas (the Tigua Tribe) has asserted a claim to PSF tracts in Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, and Presidio counties. The claim is evidenced by a 1983 federal register filing. However, as of this date, no court has ruled nor has the State of Texas determined that the Ysleta del Sur Pueblo claim is valid.

### **MISCELLANEOUS EASEMENTS**

All existing term easements, i.e., pipelines, utilities, roads, etc. located on the tracts may be converted to perpetual term easements prior to closing.

### **SALES PRICE & STATUTORY SALES FEE**

Please contact Asset Management staff for the current sales price. TNRC §32.110 requires applicants to submit a statutory sales fee representing 1.5% of the total purchase amount.

### **LAND AWARDS AND PATENTS**

Sales of public school land are governed by the Texas Natural Resources Code and differ from sales of privately owned land. Under the code, the buyer of PSF land receives a legal document (recordable in county deed records) called an "award." The buyer's rights under the award are basically the same as a buyer of privately owned land under a contract for deed. The buyer and the state stand in the same position as any other buyer and seller. As is the case under a contract for deed, if the buyer fails to pay all or part of the purchase price when it comes due, the state may forfeit the sale, and the buyer loses all rights in the land and all payment made. Although the award, like a contract for deed, does not give the buyer a full legal title, the buyer still has the right to possession of the land. The buyer may sell his rights in all or part of the land under the award. When the purchase price has been fully paid and any other terms of the sale have been complied with, the right to the legal title vests in the buyer or his successor.

A patent is a conveyance signed by the Commissioner of the General Land Office and the Governor of the State of Texas, conveying full legal title from the State of Texas. Obtaining a patent is optional for the buyer. When the purchase price has been fully paid, the attached requirements marked Exhibit B must be met in order for the state to issue a patent. PSF tracts will be conveyed by land award or deed without warranty.

**THE ATTACHED DESCRIPTIONS AND MAPS ARE NOT GUARANTEE TO BE COMPLETE AND ACCURATE BY THE SCHOOL LAND BOARD, THE GENERAL LAND OFFICE, OR THE STATE OF TEXAS. YOU, AS A POTENTIAL PURCHASER, ARE REQUIRED TO VERIFY THE STATUS AND CONDITION OF THE PROPERTIES YOU ARE INTERESTED IN PURCHASING. YOU ARE STRONGLY ADVISED TO PERSONALLY INSPECT EACH TRACT.**

**~ EXHIBIT A ~**

**ANTIQUITIES CONSERVATION GRANT ANDEASEMENT**

**EXAMPLE**

**STATE OF TEXAS**            §  
   §  
**COUNTY OF \_\_\_\_\_**    §

**KNOW ALL MEN BY THESE PRESENTS**

**WHEREAS**, certain sites, properties, and items of cultural, historical or archeological value (whose specific locations are presently unknown) are believed to be situated thereon, the Grantor herein, surface owner(s) of the lands described below, wishes to make provisions for conservation, protection and future scholarly study of said cultural, historical and archeological sites, properties and items; and

**WHEREAS**, the Texas Historical Commission, pursuant to the Antiquities Code of Texas is the custodian of cultural, historical and archeological properties belonging to the State of Texas;

**NOW, THEREFORE**, [ legal name(s) of grantor ] \_\_\_\_\_, hereinafter referred to as Grantor, whose address is [ mailing address of grantor ] \_\_\_\_\_, in consideration of a desire to conserve and protect the herein demised property and premises, and for a valuable consideration whose sufficiency and receipt are acknowledged, do hereby **GRANT, CONVEY and DEMISE** to the Texas Historical Commission, Custodian for the State of Texas, hereinafter referred to as Grantee, the following: (a) the contents of all archeological sites, archeological features, artificial pits, sinkholes, caves, rockshelters, pre-existing mines, wells, and tunnels; (b) all treasure, gemstones, jewelry, coins, tokens, bullion, objects of personal adornment, buildings, structures, ruins, foundations, remains, artifacts, and implements of cultural, historical or archeological interest or value (hereinafter "a" and "b" together being referred to as "antiquities properties"); and (c) an exclusive easement upon all, "sites of cultural, historical or archeological interest or value." The definition of "sites of cultural, historical or archeological interest or value," for the purposes of this easement shall be: "all specific areas and the land containing any of the antiquities properties granted or mentioned herein that pertain to any prehistoric or historic culture, including but not limited to, Native Americans; their campsites, dwellings, burials, and habitation sites; the locations of drawings, paintings and carvings; the locations of abandoned artifacts and implements of culture; the sites of extraction, manufacture, use, or disposition of all and any part of the said items; and specific locations containing antiquities properties and extractable scientific data of every other character that are of archeological interest or value, and are situated in, on, or under the surface of the following described land", viz:

**[ insert legal description of the Demised Premises here ]**

hereinafter called "DEMISED PREMISES".

## ~ EXHIBIT A ~

1. For the same consideration stated above, Grantors do hereby **GRANT, CONVEY and DEMISE** to the Texas Historical Commission, Custodian for the State of Texas, hereinafter referred to as Grantee, an exclusive easement and the right of free ingress and egress to and from the Demised Premises to: search for, conserve, excavate, inspect, evaluate, record, designate, recover, remove, research, study, protect or otherwise manage, any or all of the antiquities properties on the Demised Premises. Grantor agrees to designate access to and from the Demised Premises for the above purposes. It is agreed that each time Grantee intends to exercise the right of ingress and egress to and from the Demised Premises, written notice will be given to the surface owner of record no less than thirty (30) days prior to Grantee's exercising any such right of ingress, pursuant to this easement agreement except that, immediate access, without providing prior notice, may be had by any law enforcement officer or designee while performing an official duty protecting the demised property against threatened or impending damage or destruction. Grantee's access to and from the Demised Premises insofar as Grantor's grant of ingress and egress to the Demised Premises is concerned, shall be restricted to the designated access to and from the Demised Premises, and shall be a reasonable route designated by Grantor, a reasonable time designated by Grantor, and Grantor or its nominee or designee may accompany Grantee while Grantee and its invitees are using the designated access to and from the Demised Premises. Grantee shall provide written notice to Grantor no less than thirty (30) days prior to exercising ingress and egress to and from the Demised Premises. During that 30 day period, Grantor shall designate the access to be used to and from the demised premises, the time to exercise the access and the name of the Grantor or Grantor's nominee if any, that may accompany Grantee and Grantee's invitees across Grantor's other property. Notwithstanding anything to the contrary contained herein, except in the case of an emergency, no access by Grantee shall be permitted for a period beginning 14 days before and ending 14 days after an "open" big game hunting season established by the Texas Parks and Wildlife Department, applicable to the Demised Premises.

2. Exercise of ingress and egress rights established by this easement shall in no wise adversely affect any of Grantor's improvements or developments located upon the Demised Premises, nor shall exercise of the rights granted by this easement unduly interfere with traditional and customary operations of Grantor upon the Demised Premises. Written notice will be given to the surface owner of record no fewer than thirty (30) days prior to Grantee's exercising any right of ingress or designation of State Archeological Landmarks (SALs) under this easement, upon any part of the Demised Premises; except that, immediate access, without providing prior notice, may be had by any law enforcement officer or designee while performing an official duty protecting the demised property against threatened or impending damage or destruction. Grantor must provide written notice to Grantee no fewer than thirty (30) days prior to conducting any activity upon the demised premises that disturbs the soil or otherwise may have the potential to disturb or damage any of the property demised to Grantee whether it may be located in, on, or under the Demised Premises. Notwithstanding anything to the contrary contained herein, except in the case of an emergency, no access by Grantee shall be permitted for a period beginning 14 days before and ending 14 days after an "open" big game hunting season established by the Texas Parks and Wildlife Department, applicable to the Demised Premises.

## ~ EXHIBIT A ~

3. Grantor and Grantee shall not, nor shall Grantor and Grantee permit any others to: excavate, use, take, remove, alter, waste, damage or destroy all or any portion of the antiquities properties demised unto Grantee herein, except pursuant to a valid state antiquities permit, or as may otherwise be permitted by law. It is the intent of this easement to prevent all others from doing those acts that are exclusively reserved to Grantee herein and those acts which are contrary to the express purposes of this grant and easement, or that may reasonably be expected to have the potential for causing harm or disturbance to sites designated as SALs and those sites which are eligible for such designation (according to the published regulatory criteria in effect at the time of proposed designation); all other activities upon the Demised Premises are unrestricted. The customary practice of livestock grazing, use and maintenance of existing roadways and utility corridors, for example, have negligible potential for causing any further harm or damage to archeological sites and the Demised Premises. Consequently the mentioned activities, and similar such activities, shall not be construed as prohibited acts under this easement, being examples of unrestricted rights, among others, retained by Grantor.

4. Grantor hereby expressly agrees that all and any part of the antiquities properties, information and other property granted or demised herein may be freely recovered and removed from the Demised Premises by Grantee or Grantee's permittee, at Grantee's sole discretion and expense. Furthermore, Grantor agrees that any said removed property shall be donated to a perpetual curation facility in the State of Texas [for example, the Texas Archeological Research Laboratory at The University of Texas, or some similar facility of Grantee's choice] where it shall be available for scholarly study according to the same rules and guidelines that apply to similar materials. Grantor shall be entitled to receive any tax benefits that may accrue at the time of any said donation, but Grantor expressly acknowledges that Grantee's arranging for the curation of any said removed property, so that it is available for future scholarly research, shall be good and sufficient consideration alone for the grant hereunder of any said removed property.

5. Grantor hereby expressly acknowledges that Grantee may designate any archeological site or the location of any said antiquities properties which may now be known, or may hereafter be discovered in, on, or under the surface of the Demised Premises, as a State Archeological Landmark (SAL), and Grantor hereby expressly consents (as expressed in Natural Resources Code, Section 191.094, or may be amended) to any said designation(s).

6. No SAL shall be designated upon any part of the premises that may be covered by Grantor's improvements or developments, without express written permission from Grantor. Notwithstanding the foregoing sentence, the site of all human remains or burials, and all the area within a fifty (50) foot radius thereof, shall be deemed eligible for designation whenever discovered, and shall remain eligible until determined otherwise by Grantee. Grantor has an obligation to notify Grantee immediately upon discovering any human remain, or learning of the discovery or exposure of bones or other evidence suspected to be indicative of human remain, upon the Demised Premises.

**~ EXHIBIT A ~**

7. This conservation easement and designation of any SAL(s) that may be pursuant hereto, shall in no wise be construed to establish a right of public access upon the Demised Premises; a limited easement for access is granted upon the Demised Premises only for the express purposes, and under the conditions, stated herein.

8. Grantor shall be entitled to a release of this easement and relinquishment of all rights established by this easement upon any part of the Demised Premises that may be determined by the Grantee to be ineligible for designation as a State Archeological Landmark. Upon request from Grantor, a recordable release instrument shall be provided to Grantor by Grantee on all or any portion of the Demised Premises upon which any said determination shall have been made. The costs of any archeological investigations, surveys, or other reasonable and customary efforts necessary to make any said determination requested by Grantor shall be paid by Grantor.

9. This easement is binding on Grantor and Grantee, and their respective agents, representatives, heirs, successors and assigns. This easement shall remain in full force and effect unless and until any release instrument is filed in the appropriate property records of each county in which the Demised Premises may be located.

10. This easement must be accepted, signed and acknowledged by Grantee before it becomes effective and must be filed of record by Grantor.

**GRANTOR**

**ACCEPTED BY GRANTEE**

By: \_\_\_\_\_  
[ insert typed name of grantor ]

By: \_\_\_\_\_  
F. Lawrence Oaks, Executive Director  
Texas Historical Commission

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXAMPLE

**~ EXHIBIT A ~**

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by F. Lawrence Oaks, Executive Director of the Texas Historical Commission, an agency of the  
State of Texas, on behalf of the Agency.

\_\_\_\_\_  
Notary Public in and for the State of Texas

EXAMPLE

## ~ EXHIBIT B ~

### PATENT REQUEST REQUIREMENTS

The following are required for each patent request:

1. The purchase price of the property must be paid in full.
2. A written request for the issuance of a patent addressed to the Texas General Land Office by the owner of the land or his authorized agent or representative.
3. Proof of ownership (i.e. deed, judgment, affidavit of heirship, etc.) together with a \$25.00 filing fee for each document.
4. Field Notes, describing the tract of land on which the patent is to be issued, with the required \$25.00 filing fee, plat, and report, prepared by a Licensed State Land Surveyor (LSLS) or the County Surveyor of the county in which the land is located, **If required**. Field notes by a Registered Professional Land Surveyor (RPLS) cannot be accepted. Before forwarding field notes to the GLO, they must be recorded in the County Surveyor's Records for each county in which the survey is located and the file stamped original forwarded to the GLO.
5. \$100.00 Patent Fee
6. \$11.00 Certified Mail Postage Fee (from GLO to county & from county to applicant)
7. \$35.00 Patent Recording Fee

Note: the patent will be issued in the name of the original grantee of the land and his or her successors or assigns.

Please address your correspondence to:

Texas General Land Office  
Surveying Division  
PO BOX 12873  
Austin, TX 78711-2873

If you have any questions or require additional information please contact Mark Neugebauer, Director of Surveying, at (512) 475-1437.