



**CRAIG ESTLINBAUM**  
 JUDGE, 130<sup>th</sup> JUDICIAL DISTRICT COURT  
 1700 7<sup>th</sup> Street, Room 317  
 Bay City, TX 77414  
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## FAX COVER PAGE

Date: November 15, 2005

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From: Hon. Craig Estlinbaum Pages: 3, including cover page

Re: No. 00-J-0292-C; Gulf Marine Institute, Inc. v. Jerry Patterson, in the 130<sup>th</sup> Judicial District Court of Texas.

Comments:

Enclosed is the Final Judgment in the referenced case.

## Cause No. 00-J-0292-C

GULF MARINE INSTITUTE

vs.

JERRY PATTERSON

§ IN THE DISTRICT COURT OF  
 §  
 § MATAGORDA COUNTY, TEXAS  
 §  
 § 130<sup>th</sup> JUDICIAL DISTRICT COURT

FINAL JUDGMENT
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On January 3, 2005, the parties appeared and announced ready for trial. Plaintiff is Gulf Marine Institute of Technology, Inc. and Plaintiff/Intervenor is Bio-Marine Technologies, Inc. (collectively, "GMIT"). Defendant is Jerry Patterson, in his official capacity as Commissioner of the Texas General Land Office ("Commissioner").

The Court determined it had jurisdiction over the case and the parties. Kaye Rollins, official court reporter, made a record of the proceedings.

On agreed motion by all parties, the Court bifurcated the trial into first, a liability phase and then, if necessary, a damages phase. GMIT waived on the record all claims made, except for (1) a declaratory judgment for a valid, existing contract, (2) a compensable taking under Tex. Const. art 1, § 17 and (3) attorney's fees. The Court entered interlocutory judgment for GMIT, in part, and for the State of Texas, in part, on August 4, 2005 and set the remaining issues, specifically, damages, for jury trial to occur on September 26, 2005. At that time, the parties agreed to waive jury trial and submit their evidence to the Court for final judgment. The Court has reviewed the evidence and briefs submitted and enters this Final Judgment.

It is ORDERED and the Court hereby declares that GMIT has a valid contract for the use of the property that is the subject of this litigation, specifically, those lands within Tract 526L and more fully described in that Surface and Subsurface Lease No. 860161 between The State of Texas and Tenneco Oil Company and dated August 26, 1986, and that the valid contract is for use of the subject property for a mariculture research facility and for related operations, and that the lease continues to in effect for 50 years after August 26, 1986, or until GMIT ceases such mariculture operations.

It is further ORDERED and the Court hereby declares that any forfeiture provision

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contained in Surface and Subsurface Lease No. 860161, or in any assignment agreement, assumption agreement or performance bond related thereto in favor of the State of Texas, cannot be enforced by Patterson or the State of Texas against GMIT, its successors or assigns, for the duration of GMIT's use of the property for mariculture operations and related uses.

It is further ORDERED that GMIT take nothing on its claims against Commissioner for takings under Tex. Const. art. 1, § 17.

It is further ORDERED that GMIT shall have judgment against and recover from the State of Texas its reasonable attorneys' fees and expenses in the amount of \$222,732.00 on behalf of Douglas W. Poole of the firm McLeod, Alexander, Powell & Apffel, P.C.; \$25,000 in favor of D. R. "Tom" Uher, Attorney at Law, and \$31,480.00 on behalf of Ronald B. Collins of the firm Duckett, Bouligny & Collins, L.L.P. for a total amount of \$279,212.00, with an additional \$25,000.00 for appeal to the Court of Appeals, \$25,000 for appeal, if any, to the Supreme Court of Texas. The judgment in favor of GMIT for \$279,212.00 shall accrue post-judgment interest at a rate of six percent per annum according to law.

This is a final judgment and incorporates herein any previously entered interlocutory judgments from prior phases of the two-phase trial. Any relief requested by any party and not granted in this Final Judgment is DENIED.

Signed: 11/15 \_\_\_\_\_, 2005.

  
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Judge Presiding