SW/vv
02/11/16
Item #16

AN ORDINANCE 2016-02-11-0077

AUTHORIZING THE PAYMENT OF $1,797,690.00, FROM THE PROPOSITION 1 EDWARDS AQUIFER PROTECTION SALES TAX FUND, FOR THE ACQUISITION OF A APPROXIMATELY 229-ACRE TRACT KNOWN AS THE GOODHORSE RANCH LOCATED IN BEXAR COUNTY, TO BECOME PART OF GOVERNMENT CANYON STATE NATURAL AREA, MANAGED BY THE TEXAS PARKS AND WILDLIFE DEPARTMENT; AND IN EXCHANGE THE CITY WILL HOLD AN AQUIFER PROTECTION CONSERVATION EASEMENT ON SAID PROPERTY.

* * * * *

WHEREAS, in November 2010, San Antonio voters approved the continuation of a 1/8-cent sales tax venue up to $90 million known as the Proposition 1 Edwards Aquifer Protection Program (EAPP); and

WHEREAS, the purpose of the EAPP is to obtain property rights by fee-simple purchase, conservation easements or donations of land over the sensitive zones of the Edwards Aquifer; and

WHEREAS, the Goodhorse Ranch meets the requirements for the EAPP; and

WHEREAS, it is located entirely over the Recharge Zone in Bexar County and the majority of the land is outside of the flood plain and suitable for potential residential development; and

WHEREAS, the property appraised at a value of 16,000 per acre in August of 2015; and

WHEREAS, however, the current owners of the land have agreed to sell the property at a discounted price of $7,500.00 per acre; and

WHEREAS, this discounted purchase price is approximately 46% of the appraised market value, and therefore is in line with what the City typically pays for a conservation easement on land over the aquifer; and

WHEREAS, the City would contribute EAPP funds with title to be held by the Texas Parks and Wildlife Department (TPWD); and

WHEREAS, the property is adjacent to Government Canyon and is very close to several properties also protected by conservation easements under the City's aquifer protection program, and would result in over 12,500 acres of contiguously protected land in northwest Bexar County; and

WHEREAS, the City, in return, would hold a conservation easement on the property for aquifer protection purposes; and

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WHEREAS, the Conservation Advisory Board has reviewed and recommended this acquisition and conservation easement; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee, or the Director of the Parks and Recreation Department or his designee, is authorized to complete the transaction for a conservation easement on the approximately 229-acre tract known as the Goodhorse Ranch located in Bexar County, to become part of Government Canyon State Natural Area, managed by the Texas Parks and Wildlife Department. A copy of the conservation easement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 2. The City Manager or her designee, or the Director of the Parks and Recreation Department or his designee, is further authorized to execute any necessary documents to effectuate said acquisition.

SECTION 3. Payment in the amount of the $1,797,690.00 in SAP Fund 40005000, Park Improvements, SAP Project Definition 40-00271, Edward's Aquifer Land Acquisitions, is authorized to be encumbered and made payable to Gracy Title Co., for title on a conservation easement on approximately 229-acre tract of land known as the Goodhorse Ranch located in Bexar County, Texas.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 11th day of February, 2016.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Hollis Young
for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**16**
Date:	02/11/2016
Time:	10:09:23 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the payment of $1,797,690.00, from Proposition 1 Edwards Aquifer Protection Sales Tax fund, for the acquisition of approximately 229-acre tract known as the Goodhorse Ranch located in Bexar County, to become part of Government Canyon State Natural Area, managed by the Texas Parks and Wildlife Department; and in exchange the City will hold an aquifer protection conservation easement on said property. [María D. Villagómez, Assistant City Manager; Xavier D. Urrutia, Director, Parks and Recreation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before It is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF BEXAR	§	

Conservation Easement
(Goodhorse Ranch)

Authorizing Ordinance:	Ordinance No.
Grantor:	Texas Parks and Wildlife Department ("TPWD"), an agency of the State of Texas
Grantor's Address:	4200 Smith School Rd., Austin, TX 78744, Travis County
Grantee:	City of San Antonio, a Texas municipal corporation
Grantee's Address:	P.O. Box 839966, San Antonio, Bexar County, Texas 78283-3966 (Attn: Director, Parks and Recreation Dept.) (Bexar County)
Property:	229.984 acres, as more particularly described on **Exhibit A**

Predicate Facts

Grantor owns the Property identified below in fee simple, subject to the Reservations From and Exceptions to Warranty.

The Property sits over the Edwards Aquifer recharge zone, the contributing zone, or both.

Grantor and Grantee wish to restrict development on the Property in furtherance of protecting indefinitely the quantity and quality of aquifer recharge.

The characteristics of the Property, its current use and state of improvement, are described in the Easement Documentation Report (as identified below and commonly referred to within this Conservation Easement ("Easement") as the "Report").

The Report is a complete and accurate description of the Property as of the date of this Easement, establishing the baseline condition of the Property as of the Effective Date and includes reports, maps, photographs, and other documentation;

In inquiring into the condition of the Property as of the date of this Easement, the Report may be augmented but not contradicted by other evidence.

Grantor, and Grantee have the common objective of protecting the natural condition of the Property to further the Purposes of this Easement in perpetuity.

The rights and obligations arising under this Easement are a bargained-for allocation of property rights between Grantor and Grantee.

Grant, Rights, and Obligations

Now, Therefore, in consideration of the premises, the mutual covenants and promises contained herein, $10 in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor grants and conveys to Grantee in perpetuity a Conservation Easement in gross over the Property as of the Effective Date. This Easement is created under and is governed by Chapter 183 of the Texas Natural Resources Code, as amended, or its recodification. The Conservation Easement is enforceable by the City of San Antonio, as Grantee. The City of San Antonio contributed funds toward the acquisition of this Property, pursuant to the authority set forth in the Ordinance cited on Page 1 and The Proposition One Edwards Aquifer Protection Venue Project.

Conservation Easement

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1. Basic Information.

Maximum Increased Impervious Cover: ½ of one percent of the Property's total acreage, above and beyond any impervious cover existing at the time of transfer.

Report: The Easement Documentation Report dated _____, 2015, prepared by _____, relating to the Property, the Report being attached as **Exhibit** _____.

2. Purpose.

2.01. The Property sits over areas important to the quantity and quality of recharge into the Edwards Aquifer, which is the most important source of water in the region and which contains numerous endangered and threatened species. Accordingly, protection of the quantity and quality of aquifer recharge is important to Holder and Owner, to the people of the county or counties in which the Property is located, and to the people of the State of Texas. Preservation of aquifer recharge is the purpose of this Conservation Easement and retains its importance regardless of the aquifer level at any given time.

2.02. In furthering the Purpose, the Conservation Easement restricts activities on the Property and seeks to ensure that the Property remains forever in approximately the same natural state in which it now exists, except as otherwise provided and except for naturally occurring climatic, biotic, geologic, and hydrogeologic changes.

2.03. Owner and Holder understand that nothing in this Conservation Easement relieves them of any obligation or restriction on use of the Property imposed by law, including, without limitation, the federal Endangered Species Act.

2.04. Owner shall not be responsible for impairment of the Purpose or noncompliance with specific provisions of this Conservation Easement due to: the Easements, Restrictions, Exceptions and Conditions in the Deed without Warranty from the City of San Antonio to the Texas Parks and Wildlife Department of which this Conservation Easement is Exhibit ___; condemnation or the imminent threat of condemnation; acts of God (such as hurricanes, wildfires, tornadoes or floods) or the public enemy; or acts of third parties (such as oil spills) or the Holder that are not subject to control by Owner.

3. Definitions.

3.01. Feeder means a device that dispenses or otherwise provides food to livestock or wildlife.

3.02. Hazardous Materials means (i) any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and regulations promulgated thereunder (including petroleum-based products as described therein); (iii) other petroleum and petroleum-based products; (iv) asbestos in any quantity or form which would subject it to regulation under any Applicable Laws; (v) polychlorinated biphenyls; (vi) any substance, the presence of which on the Property is prohibited by any Applicable Laws; and (vii) any other substance which, by any Applicable Laws, requires special handling in its collection, storage, treatment or disposal. As used herein, "Applicable Laws" means all laws, statutes, ordinances, regulations, and judicial rulings now or hereafter adopted by any governmental authority with jurisdiction over the Property.

3.03. Endangered Species means an animal or plant classified by United States law, under Endangered Species Act of 1973, as amended, as being in danger of extinction within the foreseeable future throughout all or a significant portion of its range.

3.04. Holder and Owner – for purposes of this Conservation Easement, the Texas Parks and Wildlife Department is the Owner and the City of San Antonio is the Holder.

3.05. Hunting Blind means a structure of 100 square feet or less used for viewing wildlife or hunting. Blinds may but need not be elevated.

3.06. Impervious Cover means any artificial condition that substantially impedes absorption of water by the soil, including roofs, foundations, parking lots, Roads, and anything else covering or placed above the natural surface of the land. Trailers of all types count as Impervious Cover.

3.07. Maximum Increased Impervious Cover means the maximum amount of the Property to which Impervious Cover may be added after the Effective Date. It does not include Impervious Cover shown in the Report (or replacements thereof).

3.08. Road means any route traveled by a motorized vehicle that has been improved through the use of base or other material that would materially impair the recharge capability of the Property. Unimproved trails or paths that do not materially diminish the recharge capability of the Property or paths made by leveling native or indigenous soil and rock do not constitute a Road nor count as Impervious Cover.

3.09. Structure means anything built on the land, excluding fences, Hunting Blinds, Feeders, temporary traps and signage.

3.10. Temporary Impervious Cover pertains to drilling operations and means cover the operator is required by applicable law to remove on completion of drilling operations.

4. Development-Related Provisions.

4.01. Owner shall manage the Property in accordance with the Resource Management Plan (RMP) for Government Canyon State Natural Area as adopted by Owner.

4.02. Owner must not:

4.02.01. Exceed Maximum Increased Impervious Cover.

4.02.02. Except as otherwise expressly allowed by this Conservation Easement, build any Structures or improvements, except for minor Structures or improvements approved in advance by Holder for habitat protection and recreational purposes permitted hereunder, none of which may materially impair the Purpose, or allow a mobile home, motor home, or travel trailer to be lived in or stored on the Property.

4.02.03. Install, maintain, repair, or replace more than one septic system for each Structure containing plumbing.

4.02.04. Unless Holder consents in writing, grant new utility or Road easements. Holder will generally withhold consent except when the easement is granted under threat of condemnation.

4.02.05. Except as otherwise provided in this Conservation Easement or as reasonably necessary to conduct activities permitted under this Conservation Easement, ditch, drain, fill, dig, or otherwise make permanent, substantial topographical changes. Owner needs no permission to build stock tanks or other surface water-retention facilities, but stock tanks and other surface water retention facilities not shown in the Report must not exceed

two acres each and must not cause the Property to exceed the Maximum Increased Impervious Cover, if the bottom of the facility is impervious. Surface water retention facilities built to facilitate recharge do not count toward the Maximum Increased Impervious Cover.

4.02.06. No groundwater may be removed from the Property for commercial or non-park, offsite purposes.

4.02.07. Conduct any business or recreational activity on the Property that would reasonably be expected draw more than 1,500 people to the Property over one 24-hour period more than once per month or that might, as a reasonably expected incident of its conduct, materially impair the Purpose.

4.03. For so long as the activities are conducted so as not to materially impair the Purpose, Owner may:

4.03.01. Reside and entertain guests on the Property, including temporary residence in a mobile home, motor home, or travel trailer as necessary in performing activities in furtherance of the Purpose or during construction or repair of Structures, fences, trails, and utilities permitted herein.

4.03.02. Maintain, restore, repair, and rebuild Structures, fences, and utilities.

4.03.03. With prior approval of Holder, in a manner that does not materially impair the Purpose, and in Development and No Development Zones, install underground utilities to existing Structures, none of which may be within 100 yards of a karst feature containing a well-defined surface opening (such as a cave) or a sinkhole (without a surface opening) that has a catchment area greater than 1.6 acres. If the feature supports endangered species, installation of utilities and all other construction shall follow the USFWS Preserve Design Recommendations applicable to protection of such habitat.

4.03.04. Permit public use and enjoyment of the Property for hunting, fishing, and recreation, consistently with other applicable express provisions of this Conservation Easement.

4.03.05. Allow use of tents, including primitive camping. Any given tent or primitive camping site must not be occupied more than 14 days in any given calendar month. The tents must not cause the Property to exceed the Maximum Increased Impervious Cover.

4.03.06. Build and maintain single track, unimproved pedestrian and bicycling trails, and Structures directly associated with pedestrian and bicycling trail use, for so long as:

(i) Holder has given prior written approval;

(ii) The trails, facilities, and structures are not within 100 yards of a karst feature containing a well-defined surface opening (such as a cave) or a sinkhole (without a surface opening) that has a catchment area greater than 1.6 acres;

(iii) The trails have a corridor no greater than 6 feet in width;

(iv) The work is done in a manner that does not materially impair the Purpose and is consistent with the letter and intent of the Government Canyon State Natural Area Resource Management Plan (RMP).

4.03.07. Perform trail maintenance and repairs, including replacement of washed-out and eroded trails without obtaining approval from Holder.

4.03.08. Engage in all acts and uses that: (i) are permitted by law and (ii) are consistent with the Purpose.

5. Agriculture-Related Provisions.

5.01. Owner must not:

5.01.01. Operate a feedlot, poultry farm, or similarly intensive animal operation.

5.01.02. Operate a horticultural nursery.

5.02. For so long as the activities are conducted in such a way as not to materially impair the Purposes of this Conservation Easement, Owner may:

5.02.01. Graze livestock, but only according to a plan approved by the Holder.

5.02.02. Hunt and fish on the Property, lease the Property for hunting and fishing, and provide guided and unguided hunts and fishing.

5.02.03. Construct or install fences, Hunting Blinds, Feeders, and temporary traps.

5.02.04. Permit other outdoor recreation on the Property. In connection with recreation, Owner may install composting toilets on the Property, but if it does so, Owner must properly maintain them.

5.02.05. Foster the presence of native wildlife on the Property.

5.02.06. Notwithstanding anything herein to the contrary, and with Holder's permission, improve water resources on the Property if such improvement is necessary or beneficial to wildlife or fisheries on the Property. Such improvements must be consistent with the terms of this Conservation Easement and the conservation values protected therein, as well as comply with all applicable laws and regulations.

5.02.07. Remove animals as necessary to maintain healthy populations and vegetative cover.

6. Vegetation-Related Provisions.

6.01. Owner must not cut or remove vegetation, except Owner may, without restriction, cut firebreaks up to 15 feet wide and cut and remove diseased or exotic vegetation or vegetation so damaged by natural forces as to be unable to survive. Owner may further cut and remove native vegetation and use hydromulching and prescribed burning techniques and replant and revegetate to further the Purpose and as may be reasonably necessary to conduct activities

permitted under this Conservation Easement, but only in a manner consistent with the RMP and the GCSNA Fire Management Plan.

6.02. Owner must not plant exotic vegetation on the Property.

6.03. Notwithstanding anything to the contrary in this Conservation Easement, Owner must not use fertilizers, herbicides, pesticides, insecticides, fungicides, rodenticides, or other biocides except as is consistent with the RMP and a list approved by Holder, as the list may be changed from time to time. Holder's list may impose time, quantity, and use restrictions. While the Conservation Easement holder is the City of San Antonio, the City Manager may alter the list without further action or authorization by City Council. Owner's use of such chemicals must conform to then current best practices, and Owner must not allow permitted materials to leak into or otherwise pose a material degradation threat to the quality of water in aquifers. Owner shall not use ground-disturbing management techniques such as disking or plowing, except as is consistent with the RMP.

7. Vehicle-Related Provisions.

7.01 Authorized representatives of Owner may use motorized vehicles anywhere on the Property in furtherance of their responsibilities under this Conservation Easement and as reasonably necessary for Owner's natural area and wildlife management operations, ecotourism, educational programs and maintenance of the Property. No such use may materially impair the Purpose.

7.02 With prior notification to and at entry points designated by Owner, authorized representatives of Holder may use motorized vehicles anywhere on the Property in furtherance of their responsibilities under this Conservation Easement. No such use may materially impair the Purpose.

7.03 In no event may the Property be used for off-road recreational or rally purposes for any motorized vehicles. This restriction includes, but is not limited to: cars, trucks, motor-bikes, motorcycles and ATV's.

8. Storage, Dumping, and Disposition-Related Provisions.

Owner must not:

8.01. Store chemicals (except those for activities permitted under this Conservation Easement) that, if leaked, would materially degrade surface or subsurface water quality.

8.02. Dump trash, rubbish, or other waste, except short-term storage of material accumulated in the course of conducting activities permitted under this Conservation Easement. All such materials must be removed from the Property not less often than annually, and no such materials may leak chemicals into or otherwise pose a material degradation threat to the quality of water entering aquifers. Owner may burn trash in a container, but Owner must not permit the residue from the fire to be dumped on the soil. All such residue must be contained until it is removed from the Property.

8.03. Generate, store, collect, transport, dispose, dump, or release hazardous waste or materials, in whatever form, or install or permit underground storage tanks on the Property.

9. Extraction-Related Provisions.

9.01. Owner must not:

9.01.01. Use the surface for any activity related to extracting hydrocarbons or other minerals on or below the surface, including storing hydrocarbons or other minerals. Minerals include not only hydrocarbons but also coal, lignite, uranium, ore, and any other substance that may be removed from the earth.

9.01.02. Remove topsoil or remove or mine sand, gravel, rock, or other materials. Notwithstanding any other provision of this Conservation Easement to the contrary, soil, sand, caliche, gravel or rock may be removed from the surface of the Property so long as such removal: (i) is solely for use on the Property for non-commercial purposes, (ii) is in conjunction with activities permitted herein, (iii) is accomplished in a manner which does not materially impair the Purpose, (iv) is limited to no more than two (2) one-acre removal sites on the Property at any one time, with no more than ten (10) such sites ever created unless otherwise approved by Holder, and (v) that any area so disturbed is restored and replanted as appropriate with native vegetation at the conclusion of the removal activity and prior to the creation of any new removal site if a new removal site will exceed the limit of no more than 2 such sites at any one time. Any activity permitted under this paragraph shall be undertaken and this provision shall be interpreted in a manner consistent with Sec. 170(h) of the United States Internal Revenue Code and the Treasury Regulations adopted pursuant thereto. Owner may also permit archaeological digs and geological and hydrogeological surveys supervised by qualified personnel.

9.01.03. Deplete or extract surface or subsurface water, transfer surface or subsurface water rights for use off the Property, or otherwise use water or water rights other than in direct support of activities Owner may, consistently with this Conservation Easement, otherwise engage in on the Property.

9.01.04. Sever from surface ownership of the Property the ownership of previously unsevered minerals or convey to another that is not bound by this Conservation Easement any severed mineral interest.

9.01.05. Use the Property to: offset or increase building densities on other lands; receive or detain stormwater for the purpose of regulatory compliance on other lands; or otherwise offset or meet regulatory requirements generated on other lands.

9.02. No party to this Conservation Easement may hereafter exploit any severed or unsevered minerals pertinent to the Property. Neither may any party hereto convey any mineral interest or executive right in minerals to another not bound by this Conservation Easement. This clause does not prevent a party to this Conservation Easement from accepting royalties, bonuses, delay rentals, or other sums due to the party from another with a previously existing right to exploit the minerals.

9.03. Even if all or part of the minerals are, as of the date this Conservation Easement, owned by someone not a party to this Conservation Easement, by this Conservation Easement, the Holder reserves the right, to be held jointly with Owner, to consent or not to any mineral exploration or extraction as to which the consent of the Owner would normally be required, such

that neither can consent without the joinder of the other. Owner and Holder acknowledge that the Texas General Land Office Board for Lease for Texas Parks and Wildlife Department Lands may have authority to consent on behalf of Owner, pursuant to Chapter 34, Texas Natural Resources Code. Owner will not make a recommendation to the Board for Lease contrary to the Purpose of this Conservation Easement. Owner and Holder intend to avoid all impact on the surface, and aquifer recharge associated with mineral exploration and extraction to the extent they have authority.

9.04. Both parties acknowledge the restrictions on alienation and other provisions in this Section are reasonable, because mineral exploitation poses a risk to aquifer recharge.

10. Water Flow-Related Provisions.

Owner must not:

10.01. Alter natural water courses, lakes, ponds, marshes, or other water bodies, subject to Owner's right to have stock tanks and other surface-water retention facilities and to maintain permitted Roads and trails.

10.02. Pollute the soil or surface or subsurface water or otherwise engage in activities materially detrimental to water purity or that could materially alter the natural water level or flow in or over the Property.

10.03. Otherwise materially and adversely affect the quantity and quality of aquifer recharge.

11. Requests for Approval.

11.01. When Holder's consent is needed for any purpose under this Conservation Easement, Owner must submit all such requests to Holder in writing. The requests must set out all detail reasonably required by Holder, including plans, specifications, and designs where appropriate. The request must include a timetable sufficiently detailed to permit Holder to monitor progress. Owner must not make changes or take action for which Holder's approval is required, unless expressly authorized in writing by Holder.

11.02. Holder may consult with governmental agencies, nonprofit preservation and conservation organizations, and other advisors concerning appropriateness of any activity proposed under this Conservation Easement.

11.03. Holder may exercise its approval rights in its reasonable discretion. Holder must respond to a request by Owner within 60 days of its receipt of the request. Holder's failure to respond timely is not approval of Owner's request, but Holder must not unreasonably withhold, condition, or delay its approval.

11.04. If Owner does not begin approved actions within one year, the approval is void. Owner may resubmit the request, but previous approval does not estop Holder from denying approval on resubmission. This provision does not pertain to actions approved by Holder that are identified in a Public Use Plan or RMP . The actions identified in these plans may be periodic or seasonal or may be implemented over periods exceeding one year.

11.05. In any case in which Holder's consent or agreement is required under this Conservation Easement, other than for an amendment of this Conservation Easement, the consent or agreement may be given by the City Manager or the City Manager's designee without authorization of City Council. The City Manager's delegation of authority to a designee must be in writing. Holder is not estopped by the actions of anyone to whom the City Manager's authority has not been delegated in writing. If the Holder no longer has a City Manager, the governing body of the Holder may designate an officer to give consents and agreements called for under this Conservation Easement. City Council's approval of this Conservation Easement is approval of the delegation of authority to the City Manager contained in this paragraph.

12. Holder's Obligations.

Holder has no responsibility to Owner to maintain any part of the Property, except for improvements, if any, installed by Holder.

13. Holder's Rights.

13.01. In addition to other rights necessarily incident to Holder's ability to further the Purpose of this Conservation Easement, Holder has the following rights regarding the Property:

13.01.01. Using methods mutually agreed upon by Owner and Holder and which do not materially impair the Purpose, the right to monitor the hydrology of the Edwards Aquifer and other water or geologic formations below, subject, however, to the entry requirements set out below. In no case may Owner's agreement be unreasonably withheld.

13.01.02. With prior notification to and at entry points reasonably designated by Owner, the right to enter the Property to inspect to determine compliance with this Easement. If Holder finds a potential violation of this Easement, Holder may enter the Property as much as necessary to monitor the status of the problem or obtain evidence for enforcement. In so doing, Holder must not interfere unreasonably with Owner's permitted uses of the Property.

13.01.03. Using designs and methods and placed in locations mutually agreed upon by Owner and Holder and which do not materially impair the Purpose, the right to install, operate, and maintain Purpose-related monitoring equipment, including a continuous recording rain gauge at locations that do not unreasonably interfere with Owner's activities otherwise permitted under this Conservation Easement. Using designs approved by Owner, Holder may install, operate, and maintain fences and other devices reasonably necessary to provide security for the monitoring equipment. In no case may Owner's agreement be unreasonably withheld.

13.01.04. The right to conduct research activities with appropriate research entities related to watershed management, water quality protection, or other similar purposes consistent with the Purpose of this Conservation Easement. Holder may also use the Property for educational purposes, including field trips related to natural science education, but not more often than once annually. Holder must coordinate all such activities with Owner, and Holder's right to conduct such activities is subject to Owner's approval, which must not be unreasonably withheld.

13.01.05. The right to review and approve actions of the Owner involving caves and other sensitive hydrogeologic features on the Property.

13.02. Holder is responsible for maintenance of areas fenced by it, for equipment, structures or facilities it places on the Property, and for any contractor or individuals entering the Property pursuant to or in connection with Holder's rights under this Conservation Easement. With prior notification, Holder has the right for Holder's staff, contractors, and associated natural resource management professionals to enter the Property for scheduled and routine work assignments.

13.03. None of the enumerated rights imposes a duty on Holder to exercise the right.

13.04. Enforcement.

13.04.01 Notice of Violation; Corrective Action. If Holder determines that a violation of the terms of this Conservation Easement has occurred or is threatened and if Holder gives written notice to Owner of the violation demanding corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, Owner must restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Holder. Nothing in this Conservation Easement requires Owner to restore the Property after any act of God or other event over which Owner has no control, and in such events, the Property shall be allowed to return to its natural state such that the Purpose may be fulfilled.

13.04.02 Emergency Enforcement. If Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Holder may pursue its remedies under this Section without prior notice to Owner or without waiting for the period provided for cure to expire.

13.04.03 Injunctive Relief. If Owner fails to cure the violation within 30 days after receipt of notice thereof from Holder, or under circumstances where the violation cannot reasonably be cured with the 30 day period, fails to continue diligently to cure such violation until finally cured, Holder may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

13.04.04 Scope of Relief. Holder's rights under this Section apply equally in the event of either actual or threatened violations of the terms of the Conservation Easement. Owner agrees that Holder's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Holder shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which Holder may be entitled, including specific performance of the terms of the Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Holder's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Owner acknowledges that, once pollution enters the aquifers or Endangered Species are lost, it may be impossible to undo the damage. Likewise, both: (A)

Endangered Species; and (B) surface water that might otherwise percolate into the aquifer, but that Owner wrongfully causes to run off, are irreplaceable. Further, loss of Endangered Species, the Property, and aquifers as natural phenomena cannot be compensated adequately by damages. Accordingly, the parties acknowledge that, in the case of a material, uncorrected violation of this Conservation Easement, Holder has no adequate remedy at law. In such case, equitable relief generally and an injunction specifically are appropriate remedies.

13.05. Owner and Holder shall each bear their own costs and expenses, including court costs and reasonable attorneys fees, incurred enforcing this Conservation Easement.

13.06. Holder's remedies are cumulative. Its exercise of one remedy is not an election of remedies and does not waive or limit other remedies. Failure to exercise a remedy on one or more occasions does not waive or limit use of the remedy on other occasions.

13.07. Holder has discretion whether and how to enforce this Conservation Easement. Holder's delay in or forbearance from exercising rights under this Conservation Easement does not waive the rights the exercise of which is delayed or forborne.

14. Alienation by Holder.

14.01. This Conservation Easement is in gross and is freely alienable by Holder, subject to the following conditions:

14.01.01. The transferee must be both a "holder" under Section 183.001 of the Texas Natural Resources Code (as the same may be amended from time-to-time) and also a "qualified organization" under section 170(h) of the U.S. Internal Revenue Code.

14.01.02. The transferee must expressly assume the responsibilities of the Holder under this Conservation Easement.

14.01.03. Holder must give Owner written notice of its alienation of this Conservation Easement. The notice must be accompanied by a $10 recording fee. Except as may be ordered by a court of competent jurisdiction, Owner must approve a proposed transferee, and it may recommend an alternate transferee, but Owner's consent must not be unreasonably withheld.

14.02. If Holder ceases to exist or no longer qualifies as a holder under applicable law, the Conservation Easement continues. On application by Holder or Owner, a court of competent jurisdiction must transfer Holder's rights under this Conservation Easement to a qualified organization having similar purposes that agrees to assume the responsibility. If more than one qualified entity competes for the role, the court should select the entity that, in the court's judgment, is best suited to assure accomplishment of the Purpose.

15. Amendment.

This Conservation Easement may be amended only with the written consent of Holder and Owner. Any amendment must be consistent with the Purpose of this Conservation Easement and must comply with applicable law, including Sec. 170(h) of the Internal Revenue Code, as amended from time-to-time, and with Chapter 183 of the Texas Natural Resources Code, as

amended from time-to-time. Holder's consent to an amendment must be authorized by City Council or a successor governing body.

16. Termination, Condemnation.

16.01. This Conservation Easement may be terminated by judicial declaration if condemnation or a change in conditions on or around the Property renders it impossible to substantially fulfill the Purpose of this Conservation Easement.

16.02. Holder's interest is a compensable property right. If some or all of the Property is condemned or sold in lieu of condemnation, Holder and Owner will divide the condemnation proceeds as follows: Owner receives a share equal to the entire award multiplied times a fraction, the numerator of which is the value of the Property burdened by the Conservation Easement and the denominator of which is the value of the Property unburdened by the Conservation Easement; Holder receives the rest of the award. Values are measured at the time of condemnation.

17. Interpretation.

This Conservation Easement is to be interpreted under the laws of the State of Texas, resolving any ambiguities and questions of the validity of specific provisions to give maximum effect to its Purpose, without regard to which party was the drafter. This Conservation Easement was fully negotiated, and no presumption exists against either party. Nothing in this Conservation Easement excuses Owner or Holder from compliance with any applicable law, rule, ordinance, or regulation.

18. Severability.

If any part of this agreement is found invalid or unenforceable, the finding does not affect the remainder.

19. Successor, Beneficiaries.

This Conservation Easement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party.

20. Encumbrance by Owner.

Owner may encumber the Property (including consensual liens) after the effective date of this Conservation Easement, but all such encumbrances are subordinate to this Conservation Easement.

21. Appropriations.

All obligations of the Holder under this Conservation Easement are funded through the City of San Antonio General Fund and are subject to the discretion of City Council whether to appropriate funding for any given year. All obligations of the Owner are subject to the availability of funds appropriated by the Texas Legislature.

22. Notices from Governmental Authorities.

Owner must deliver to Holder copies of any notice of violation or lien relating to the Property received by Owner from any government authority within five (5) days of receipt. Upon request

by Holder, Owner must promptly furnish Holder with evidence of Owner's compliance with the notice or lien, if compliance is required by law.

23. Easement Is Perpetual.

This Conservation Easement continues in perpetuity.

24. Vacancies, Excesses, Other Matters.

This Conservation Easement covers all the following interests, collectively called "Excess Lands": (1) all interest, if any, in Excess Lands or vacancies (within the meaning of subchapters E and F of Chapter 51 of the Texas Natural Resources Code) presently held or later acquired by Owner; (2) all interest in strips or gores between the Property and abutting properties and acreage in adjoining surveys to which predecessors in title have superior right; (3) any land lying in or under the bed of any road or highway, opened or proposed, abutting or adjacent to the Property; (4) any land lying in or under the bed of any creek, stream, or river, if any, running through or abutting or adjacent to the Property; and (5) all interests in real property within the boundaries of this Conservation Easement, title to which is later acquired by Owner.

Goodhorse Ranch
Legal Description

TRACT 1: A 25.052 acre, or 1,047,716 square feet more or less, tract of land being that same 24.00 acre tract described in a Substitute Trustees Deed to Stillwater National Bank and Trust Company and recorded in Volume 15123, Pages 1881-1906 of the Official Public Records of Real Property of Bexar County, Texas, out of the Mrs. MA Sharp Survey No. 1143, County Block 4577, in Bexar County, Texas. Said 24.052 acre tract being more particularly described Exhibit "A". attached hereto and made a part here of for all purposes.

TRACT 2: A 205.932 acres, or 8,970,402 square feet more or less tract of land including that called 205.902 tract described in deed to BP Helotes Ltd. and recorded in Volume 12454, Pages 2264-2279 of the Official Public Records of Real Property of Bexar County, Texas, said 205.932 acres comprised of 207.462 acres, all of San Antonio Ranch – New Community Subdivision Unit 5, recorded in Volume 9520, Pages 163-164, all of San Antonio Ranch – New Community Subdivision Unit 6, recorded in Volume 9520, Pages 165-166, and a portion San Antonio Ranch – New Community Subdivision Unit 7, recorded in Volume 9520, Pages 161-162 all of the Deed and Plat Records of Bexar County, Texas, SAVE & EXCEPT a 1.530 acre tract described in deed to the San Antonio Municipal Utility District No 1 and recorded in Volume 7919, Pages 341-345 of the Official Public Records of Real Property of Bexar County, Texas, out of the Manuel Gomez Survey No. 7, Abstract 1045, County Block 4518, the T.C. R.R. Co. Survey No. 7, Abstract 1027, County Block 4517, and the Mrs. MA Sharp Survey No. 1143, County Block 4577, in Bexar County, Texas. Said 205.932 acre tract being more fully described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes.

EXHIBIT A

PAPE-DAWSON ENGINEERS
ANNIVERSARY

FIELD NOTES

FOR TRACT 1

A 24.052 acre, or 1,047,716 square feet more or less, tract of land being that same 24.00 acre tract described in a Substitute Trustees Deed to Stillwater National Bank and Trust Company and recorded in Volume 15123, Pages 1881-1906 of the Official Public Records of Real Property of Bexar County, Texas, out of the Mrs. MA Sharp Survey No. 1143, County Block 4577, in Bexar County, Texas. Said 24.052 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING: At a set iron rod with a yellow cap marked "Pape Dawson" at the corner of the west and north right-of-way lines of Ranch Parkway, a 110-foot wide public right-of-way dedicated in the San Antonio Ranch – New Community Unit 4 and recorded in Volume 9503, Pages 83-84 of the Deed and Plat Records of Bexar County, Texas, at a north corner of a 461.230 acre tract described in deed to Texas Parks and Wildlife and recorded in Volume 16392, Pages 454-467, Official Public Records of Real Property of Bexar County, Texas;

THENCE: N 40°58'37" E, a distance of 138.87 feet to a set iron rod with a yellow cap marked "Pape-Dawson" on the east right-of-way line of Apacharia, a 70-foot wide public right-of-way dedicated by the San Antonio Ranch – New Community Unit 4 subdivision recorded in Volume 9503, Pages 83-84 of the Deed and Plat Records of Bexar County, Texas, for the POINT OF BEGINNING of the herein described tract having a northing of 13,767,536.03 feet and an easting of 2,056,227.08 feet of said coordinate system;

THENCE: With the west line of said 24.00 acre tract and the east right-of-way line of said Apacharia, the following bearings and distances

N 28°08'51" W, a distance of 62.28 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

Along a non-tangent curve to the right, said curve having a radial bearing of N 62°01'12" E, a radius of 565.00 feet, a central angle of 30°46'53", a chord bearing and distance of N 12°35'22" W, 299.90 feet, for an arc length of 303.54 feet to a found mag nail;

N 02°33'16" E, a distance of 14.21 feet to a found iron rod with cap marked "Westar" at a west corner of the herein described tract;

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THENCE: Departing the right-of-way line of said Apacharia, continuing with the line of said 24.00 acre tract, and with the remainder of a called 13.246 acre tract described in deed to Joe B. and Diana Killough and recorded in Volume 6527, Pages 1052-1056, of the Official Public Records of Real Property of Bexar County, Texas, the following bearings and distances

S 88°25'59" E, a distance of 45.11 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

S 05°32'40" E, a distance of 34.05 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

N 83°55'38" E, a distance of 293.92 feet to a set iron rod with a yellow cap marked "Pape-Dawson", a reentrant corner of said 24.00 acre tract;

N 07°06'05" W, a distance of 696.91 feet to a set iron rod with a yellow cap marked "Pape-Dawson" at the northwest corner of said 24.00 acre tract, the northeast corner of the remainder of said 13.246 acre tract, and an angle point on the southeast line of a 12.398 acre tract described in deed to Jarvis and Betty Stein and recorded in Volume 7016, Pages 1133-1137 of the Official Public Records of Real Property of Bexar County, Texas, the northwest corner of the herein described tract;

THENCE: N 57°26'52" E, continuing with the line of said 24.00 acre tract and the southeast line of said 12.398 acre tract, a distance of 238.54 feet to a found ½" iron rod at the north corner of said 24.00 acre tract, the southeast corner of said 12.398 acre tract, and the west corner of The Sanctuary Units 1 & 2 subdivision recorded in Volume 9603, Pages 200-203 of the Deed and Plat Records of Bexar County, Texas, for the north corner of the herein described tract;

THENCE: S 62°09'19" E, with the southwest line of said Sanctuary Units 1 & 2, a distance of 1202.99 feet to a set iron rod with a yellow cap marked "Pape-Dawson" at the east corner of said 24.00 acre tract and the north corner of Lot 1, Block 6 of the San Antonio Ranch – New Community Unit 1 subdivision record in Volume 7900, Pages 131-152 of the Deed and Plat Records of Bexar County, Texas and conveyed in deed to Jarrell H. Wilke and recorded in Volume 9387, Pages 236-237 of the Official Public Records of Real Property of Bexar County, Texas, for the north corner of the herein described tract, with a cap marked "Pape Dawson" at a corner of said Sanctuary Subdivision bears S 62°09'19" E, a distance of 39.47 feet;

THENCE: S 35°51'01" W, with the southeast line of said 24.00 acre tract and the northwest line of said Lot 1, passing at 3.58 feet passing a found ½" iron rod and continuing a total distance of 860.13 feet to a set iron rod with a yellow cap marked "Pape-Dawson" on curve of the north right-of-way line of the aforementioned Ranch Parkway, for the southeast corner of the herein described tract and a point of non-tangency;

THENCE: With the north right-of-way line of said Ranch Parkway and the south line of said 24.00 acre tract, along a non-tangent curve to the left, said curve having a radial bearing of S 35°58'14" W, a radius of 900.00 feet, a central angle of 61°50'46", a chord bearing and distance of N 84°57'09" W, 924.99 feet, for an arc length of 971.48 feet to the POINT OF BEGINNING, and containing 24.052 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number / by Pape-Dawson Engineers, Inc.

STATE OF TEXAS
REGISTERED
JOHN NOEL NICHOLLS
4402
PROFESSIONAL
LAND SURVEYOR

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 23, 2015
JOB NO. 9348-15
DOC. ID. N:\Survey15\15-9300\9348-15\Word\FN9348-15 TRACT 1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

PAPE-DAWSON ENGINEERS
ANNIVERSARY

EXHIBIT B

FIELD NOTES

FOR TRACT 2

A 205.932 acre, or 8,970,402 square feet more or less tract of land including that that called 205.902 acre tract described in deed to BP Helotes Ltd. and recorded in Volume 12454, Pages 2264-2279 of the Official Public Records of Real Property of Bexar County, Texas, said 205.392 acres comprised of 207.462 acres, all of San Antonio Ranch – New Community Subdivision Unit 5, recorded in Volume 9520, Pages 163-164, all of San Antonio Ranch – New Community Subdivision Unit 6, recorded in Volume 9520, Pages 165-166 , and a portion San Antonio Ranch – New Community Subdivision Unit 7, recorded in Volume 9520, Pages 161-162 all of the Deed and Plat Records of Bexar County, Texas, SAVE & EXCEPT a 1.530 acre tract described in deed to the San Antonio Municipal Utility District No 1 and recorded in Volume 7919, Pages 341-345 of the Official Public Records of Real Property of Bexar County, Texas, out of the Manuel Gomez Survey No. 7, Abstract 1045, County Block 4518, the T.C. R.R. Co. Survey No. 7, Abstract 1027, County Block 4517, and the Mrs. MA Sharp Survey No. 1143, County Block 4577, in Bexar County, Texas. Said 205.932 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

BEGINNING: At a set iron rod with a yellow cap marked "Pape Dawson" at the corner of the west and north right-of-way lines of Ranch Parkway, a 110-foot wide public right-of-way dedicated in the San Antonio Ranch – New Community Unit 4 and recorded in Volume 9503, Pages 83-84 of the Deed and Plat Records of Bexar County, Texas, at a north corner of a 461.230 acre tract described in deed to Texas Parks and Wildlife and recorded in Volume 16392, Pages 454-467, Official Public Records of Real Property of Bexar County, Texas, on the south line of said 205.902 acre tract, having a northing of 13,767,431.21 feet and an easting of 2,056,136.03 of said coordinate system;

THENCE: With the south line of said 205.902 acre tract, and the north line of said 461.320 acre tract, the following bearings and distances:

S 55°32'09" W, a distance of 321.52 feet to a found iron rod with cap marked "Baker" for a point of tangent curvature;

Along a tangent curve to the right, said curve having a radius of 1446.20 feet, a central angle of 26°30'00", a chord bearing and distance of S 68°47'09" W, 662.94 feet, for an arc length of 668.89 feet to a found iron rod with cap marked "Baker" for a point of tangency;

S 82°02'09" W, a distance of 1155.72 feet to a found ½" iron rod, for a point of tangent curvature;

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Along a tangent curve to the right, said curve having a radius of 1348.17 feet, a central angle of 50°39'22", a chord bearing and distance of N 72°38'10" W, 1153.50 feet, for an arc length of 1191.94 feet to a found ½" iron rod on the east line of Shadow Canyon Unit 4 subdivision recorded in Volume 9562, Pages 75-77 of the Deed and Plat Records of Bexar County, Texas, for the southwest corner of said 205.902 acre tract and the southwest corner of the herein described tract;

THENCE: With the west line of said Shadow Canyon Unit 4, and an east line of said 205.902 acre tract, the following bearings and distances;

N 47°53'21" E, a distance of 129.30 feet to a found "+" on rock;

N 36°38'02" E, a distance of 89.23 feet to a found iron rod with cap marked "Brown"

N 32°24'03" E, a distance of 97.25 feet to a found iron rod with cap marked "Brown";

N 20°23'03" E, a distance of 174.68 feet to a found iron rod with cap marked "Brown";

N 06°43'06" E, a distance of 85.58 feet to a found "+" in rock;

N 06°43'06" E, a distance of 128.35 feet to a found iron rod with cap marked "Brown";

N 09°38'20" W, a distance of 233.20 feet to a found iron rod with cap marked "Brown";

N 22°37'37" W, a distance of 245.65 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

N 28°46'42" W, a distance of 436.47 feet to a found iron rod with cap marked "Brown";

Along a non-tangent curve to the left, said curve having a radial bearing of S 21°34'19" E, a radius of 1968.63 feet, a central angle of 01°27'11", a chord bearing and distance of S 67°42'05" W, 49.92 feet, for an arc length of 49.92 feet to a found iron rod with cap marked "Brown" for a point of non-tangent curvature and a reentrant corner for the herein described tract;

S 23°01'31" E, a distance of 5.00 feet to a set iron rod with a yellow cap marked "Pape-Dawson" for a point of non-tangent curvature;

Along a non-tangent curve to the left, said curve having a radial bearing of S 23°03'58" E, a radius of 1980.57 feet, a central angle of 01°52'08", a chord bearing and distance of S 65°59'59" W, 64.60 feet, for an arc length of 64.60 feet to a set iron rod with a yellow cap marked "Pape-Dawson" for a corner on the west line of said 205.902 acre tract;

THENCE: Departing the line of said Shadow Canyon Unit 4, over and across the aforementioned San Antonio Ranch – New Community Subdivision Unit 7, with the lines of said 205.902 acre tract, the following bearings and distances:

N 21°29'38" W, a distance of 167.41 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

N 12°36'27" W, a distance of 221.21 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

N 02°18'01" W, a distance of 142.03 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

S 83°02'47" W, a distance of 555.38 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

N 48°25'35" W, a distance of 140.13 feet to a set iron rod with a yellow cap marked "Pape-Dawson" at the southeast corner of the Shadow Canyon Unit 6 subdivision recorded in Volume 9574, Pages 56-59 of the Deed and Plat Records of Bexar County, Texas;

THENCE: With the line of said 205.902 acre tract, and the line of said Shadow Canyon Unit 6, the following bearings and distances;

N 08°21'03" W, a distance of 140.05 feet to a found mag nail and washer marked "Pape Dawson";

N 04°47'45" E, a distance of 132.30 feet to a found mag nail and washer marked "Pape Dawson";

N 13°29'54" W, a distance of 254.71 feet to a found iron rod with cap marked "Brown";

N 23°17'38" W, a distance of 276.16 feet to a found iron rod with cap marked "Brown";

N 00°24'19" W, a distance of 88.08 feet to a found mag nail and washer marked "Pape Dawson";

N 46°23'26" E, a distance of 102.39 feet to a found mag nail and washer marked "Pape Dawson";

N 72°08'23" E, a distance of 189.60 feet to a found mag nail and washer marked "Pape Dawson";

S 72°14'52" E, a distance of 166.49 feet to a found mag nail and washer marked "Pape Dawson" at the northwest corner of a 1.773 acre tract described in deed to Water Exploration Company, Ltd. and recorded in Volume 12440, Pages 2228-2239 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Departing the line of said Shadow Canyon Unit 6, with the lines of said 1.773 acre tract, the following bearings and distances:

S 00°00'00" W, a distance of 355.37 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

S 90°00'00" E, a distance of 246.43 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

N 00°00'00" E, a distance of 271.42 feet to a set iron rod with a yellow cap marked "Pape-Dawson" on the line of said Shadow Canyon Unit 6;

S 67°34'21" E, continuing with a line of said Shadow Canyon Unit 6 and the north line of said 205.902 acre tract, a distance of 83.19 feet to a found ½" iron rod with cap marked "Brown";

N 89°57'58" E, continuing with a north line of said 205.902 acre tract and the line of said Shadow Canyon Unit 6, a distance of 109.17 feet to a found 5/8" iron rod at the southwest corner of a 12.499 acre tract described in deed to Noemi and Richard Skok and recorded in Volume 16054, Pages 1714-1720 of the Official Public Records of Real Property of Bexar County, Texas;

N 89°34'27" E, continuing with a north line of said 205.902 acre tract and the south line of said 12.499 acre tract, a distance of 515.28 feet to a found ½" iron rod at the southeast corner of said 12.499 acre tract and the southwest corner of a 7.375 acre tract described in deed to Noverto Rosas and recorded in Volume 2472, Pages 248-281 of the Official Public Records of Real Property of Bexar County, Texas;

N 89°19'05" E, continuing with a north line of said 205.902 acre tract and with the south line of said 7.375 acre tract, a distance of 511.98 feet to a found ½" iron rod at the southeast corner of said 7.375 acre tract and the southwest corner of a 38.269 acre tract described in deed to Walter and Sandra Baumann and recorded in Volume 1031, Pages 417-421 of the Official Public Records of Real Property of Bexar County, Texas;

N 89°22'37" E, continuing with a north line of said 205.902 acre tract, and with the south line of said 38.269 acre tract, a distance of 1122.55 feet to a set iron rod with a yellow cap marked "Pape-Dawson" at the northwest corner of a 1.190 acre tract described in deed to Water Exploration Company Ltd. and recorded in Volume 12440, Pages 2228-2239 of the Official Public Records of Real Property of Bexar County, Texas;

S 09°32'53" W, continuing with a north line of said 205.902 acre tract and the west line of said 1.190 acre tract, a distance of 169.26 feet to a set iron rod with a yellow cap marked "Pape-Dawson" at a reentrant corner of said 205.902 acre tract and the southwest corner of said 1.190 acre tract;

S 63°46'26" E, continuing with the line of said 205.902 acre tract and the south line of said 1.190 acre tract, passing at a distance of 191.63 feet, the west corner of a 40 acre tract described in deed to Robert Walz and recorded in Volume 5333, Pages 592-596 of the Deed Records of Bexar County, Texas, and continuing with the northeast line of said 205.902 acre tract and the south line of said 40 acre tract, for a total distance of 830.70 feet to a found ½" iron rod at an east corner of the aforementioned San Antonio Ranch – New Community Unit 6 subdivision, at the northwest corner of a 12.398 acre tract described in deed to Jarvis & Betty Stein and recorded in Volume 7016, Pages 1133-1137 of the Official Public Records of Real Property of Bexar County, Texas, an east corner of said 205.902 acre tract;

S 12°28'48" W, continuing with an east line of said 205.902 acre tract and the west line of said 12.398 acre tract, a distance of 444.92 feet to a found ½" iron rod on the north right-of-way line of Apacharia, a 70-foot public right-of-way dedicated in the aforementioned San Antonio Ranch – New Community Unit 4;

S 11°12'33" W, continuing with the line of said 205.902 acre tract, departing the north right-of-way line of said Apacharia, over and across said Apacharia, a distance of 60.18 feet to a found iron rod with cap marked "Baker" on the south right-of-way line of said Apacharia, for a point of non-tangent curvature of said 205.902 acre tract;

Continuing with the line of said 205.902 acre tract and the west right-of-way line of said Apacharia, the following bearings and distances;

Along a non-tangent curve to the right, said curve having a radial bearing of S 11°16'22" W, a radius of 720.00 feet, a central angle of 66°13'04", a chord bearing and distance of S 45°37'06" E, 786.57 feet, for an arc length of 832.12 feet to a found iron rod with cap marked "Baker";

S 77°27'33" W, a distance of 5.00 feet to a found iron rod with cap marked "Baker"

Along a non-tangent curve to the right, said curve having a radial bearing of S 77°27'33" W, a radius of 715.00 feet, a central angle of 16°31'36", a chord bearing and distance of S 04°16'39" E, 205.52 feet, for an arc length of 206.24 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

S 02°30'59" W, a distance of 299.98 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

Along a non-tangent curve to the left, said curve having a radial bearing of S 86°17'13" E, a radius of 635.00 feet, a central angle of 32°00'14", a chord bearing and distance of S 12°17'20" E, 350.10 feet, for an arc length of 354.69 feet to a found iron rod with cap marked "Baker";

S 28°17'27" E, a distance of 82.37 feet to a set iron rod with a yellow cap marked "Pape-Dawson" on the at the northwest cutback of the intersection of said Apacharia and the aforementioned Ranch Parkway, for a point of tangent curvature;

THENCE: With the line of said 205.902 acre tract with the right-of-way line of said Ranch Parkway, the following bearings and distances:

Along a tangent curve to the right, said curve having a radius of 25.00 feet, a central angle of 83°49'36", a chord bearing and distance of S 13°37'21" W, 33.40 feet, for an arc length of 36.58 feet to a point;

S 55°32'09" W, a distance of 38.03 feet to the POINT OF BEGINNING, and containing 205.932 acres in the Bexar County, Texas.

SAVE & EXCEPT

A 1.530 acre, or 66,648 square feet more or less, being that same 1.530 acre tract described in deed to San Antonio Municipal Utility District No. 1 and recorded in Volume 7919, Pages 341-345 of the Official Public Records of Real Property of Bexar County, Texas, out of the T.C. R.R. Co. Survey No. 7, Abstract 1027, County Block 4517, in Bexar County, Texas. Said 1.530 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING: At a set iron rod with a yellow cap marked "Pape Dawson" at the corner of the west and north right-of-way lines of Ranch Parkway, a 110-foot wide public right-of-way dedicated in the San Antonio Ranch – New Community Unit 4 and recorded in Volume 9503, Pages 83-84 of the Deed and Plat Records of Bexar County, Texas, at a north corner of a 461.230 acre tract described in deed to Texas Parks and Wildlife and recorded in Volume 16392, Pages 454-467, Official Public Records of Real Property of Bexar County, Texas, on the south line of said 205.902 acre tract;

THENCE: N 66°23'40" W, departing the line of said 205.902 acre tract, over and across said 205.902 acre tract, a distance of 2893.67 feet to a found ½" iron rod at the southwest corner of said 1.530 acre tract for the POINT OF BEGINNING of the herein described tract, having a northing of 13,768,589.74 feet and an easting of 2,053,484.94 feet of said coordinate system;

THENCE: Continuing over and across said 205.902 acre tract, with the lines of said 1.530 acre tract, the following bearings and distances;

N 00°00'00" E, a distance of 237.01 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

Along a non-tangent curve to the right, said curve having a radial bearing of S 11°44'28" E, a radius of 470.00 feet, a central angle of 32°25'54", a chord bearing and distance of S 85°31'31" E, 262.50 feet, for an arc length of 266.04 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

S 69°18'34" E, a distance of 31.09 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

Along a tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of 86°44'04", a chord bearing and distance of S 25°56'32" E, 20.60 feet, for an arc length of 22.71 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

Along a reverse curve to the left, said curve having a radius of 775.00 feet, a central angle of 12°10'04", a chord bearing and distance of S 11°20'28" W, 164.28 feet, for an arc length of 164.59 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

S 05°15'26" W, a distance of 26.06 feet to a set iron rod with a yellow cap marked "Pape-Dawson";

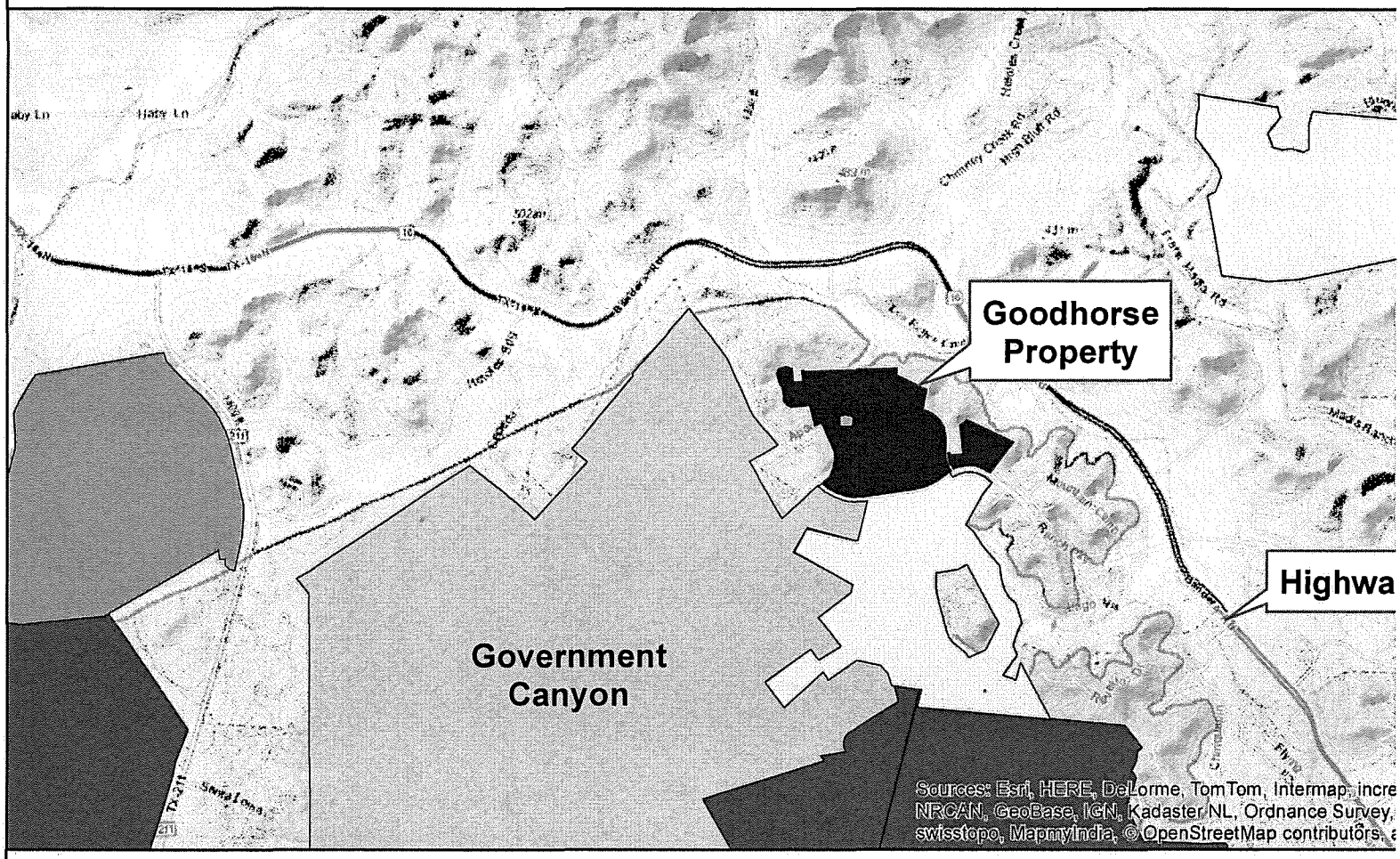
N 90°00'00" W, a distance of 265.11 feet to the POINT OF BEGINNING, and containing 1.530 acres in the Bexar County, Texas.

Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9348-15 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 23, 2015
REVISED: December 2, 2015, December 8, 2015
JOB NO. 9348-15
DOC. ID. N:\Survey15\15-9300\9348-15\Word\FN9348-15 TRACT 2.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

STATE OF TEXAS
REGISTERED
JOHN NOEL NICHOLLS
4402
PROFESSIONAL
LAND SURVEYOR

City of San Antonio
Edwards Aquifer Protection Program
Goodhorse Property



- Goodhorse Property
- Proposition 3 Properties
- Proposition 1 Properties
- Texas Parks and Wildlife
- The Nature Conservancy
- Edwards Aquifer Drainage Area
- Edwards Aquifer Recharge Zone
- Edwards Aquifer Artesian Zone

0 0.35 0.7 1.4 2.1 2.8 Miles

N