AN ORDINANCE 2013-11-21-0795

AUTHORIZING ACQUISITION OF AN AQUIFER-PROTECTION CONSERVATION EASEMENT OVER AN APPROXIMATELY 1,923 ACRES, KNOWN AS THE STORY RANCH PARCELS, IN UVALDE COUNTY, TEXAS.

* * * * *

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

SECTION 1. The City authorizes and directs the City Manager and her designee, severally: to accept on behalf of the City the aquifer-protection conservation easements described below:

> A conservation easement substantially in the form attached as **Attachment I** on the Story Ranch parcels, the affected real estate being more particularly described in **Attachments II through VIII.**

SECTION 2. The City Manager and her designee, severally, are authorized and directed to consummate the transaction contemplated in the described easements. The City Manager and her designee, severally, should take all other actions necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing all necessary or convenient ancillary instruments and agreements.

SECTION 3. Payment in the amount of the $ 2,363,351.84 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 Mission Title Company, for land, due diligence and closing costs on 7 tracts of land, totaling 1,923-acres, known as the Story Ranch located in Uvalde 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 becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 21st day of November 2013.

M A Y O R
Julián Castro

Attest:

Leticia M. Vacek, City Clerk

Approved As To Form:

Michael D. Bernard, City Attorney

Agenda Item:	**17D (in consent vote: 17A, 17B, 17C,17D)**
Date:	11/21/2013
Time:	12:01:02 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing payment of $2,363,351.84 for land, due diligence, and closing costs for an aquifer-protection conservation easement over 1,923 acres, known as the Story Ranch parcels, in Uvalde County, Texas.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x			x	
Joe Krier	District 9		x				
Carlton Soules	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 ??????	§	

Conservation Easement

(_____ Ranch????)

Authorizing Ordinance:

Grantor:

Grantor's Address: ????? (??? 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, Capital Improvements Management Services Dept). (Bexar County)

Property: /?????/ 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 both wish to restrict development on the Property in furtherance of protecting indefinitely the quantity and quality of the water percolating into the Edwards Aquifer.

The characteristics of the Property, its current use and state of improvement, are described in the Report (as defined below).

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 purpose 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.

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1. Basic Information.

Maximum Number of Parcels:	/????
Maximum Number of Building Envelopes:	Two for each Parcel.
No-Development Zones:	???? as more particularly described on **Exhibit B**, except Structures shown in the Report need not be removed.
Maximum Increased Impervious Cover:	??? square feet, which is intended to approximate ½ of one percent of the Property's total acreage, but the square footage controls
Maximum Impervious Cover per Building Envelope:	25% of the total square feet in the Building Envelope
Maximum Number of Water Wells:	?????
Report:	The Easement Documentation Report dated ???? prepared by ????? relating to the Property, as shown on **Exhibit C.**
Exceptions to and Reservations from Warranty:	As shown on **Exhibit D.** *????? All items from Schedule B of title policy except rights of parties in possession and shortages in area.??????*

All exhibits are incorporated into this Easement by reference for all purposes, as if fully set forth.

2. Exhibits.

Exhibit A	Description of Property
Exhibit B	No-Development Zones
Exhibit C	Easement Documentation Report
Exhibit D	Exceptions to and Reservations from Warranty

3. Purpose.

This Easement's purpose ("Purpose") is to minimize the chance of materially impairing the quantity or quality of recharge into the Edwards Aquifer from the Property. In furthering the Purpose, the parties restrict numerous activities on the Property and seek to assure that the Property remains forever in approximately the same natural state in which it now exists, except as otherwise provided. In addition to the specific limitations and requirements of this instrument, Grantor must at all times use its reasonable best efforts to prevent impairment of quality or quantity of water percolating into the Edwards Aquifer from the Property.

4. Definitions.

4.01. Building Envelope means an area set aside within the Property in which Structures may be built. Each Building Envelope is five acres.

4.02. Feeder means a device that dispenses or otherwise provides food to livestock or wildlife that sits on legs above the surface of the ground.

4.03. 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, statues, ordinances, regulations, and judicial rulings now or hereafter adopted by any governmental authority with jurisdiction over the Property.

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

4.05. 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.

4.06. 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).

4.07. No-Development Zone means an area set aside within the Property in which no Building Envelopes, Roads, or other development may occur.

4.08. Parcel means a separate portion of the Property resulting from a division, subdivision, or partition of the Property allowed under this Easement. It includes platting, conveying part of the Property to another, or other arrangement creating characteristics of a subdivision. Creation of undivided interests in the Property does not create a partition.

4.09. 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.

4.10. Structure means anything built on the land, excluding fences, Hunting Blinds, and Feeders.

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

5. Development-Related Provisions.

5.01. Grantor must maintain the Property in substantially the same state shown in the Report, except as otherwise provided in this Easement.

5.02. Grantor must not:

5.02.01. Exceed Maximum Increased Impervious Cover or the Maximum Impervious Cover per Building Envelope.

5.02.02. Partition the Property into more Parcels than allowed by the Maximum Number of Parcels.

5.02.03. Except as otherwise expressly allowed by this Easement, build any Structures outside a Building Envelope, build a Structure higher than three stories, or allow a mobile home, motor home, or travel trailer to be lived in or stored on the Property outside a Building Envelope.

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

5.02.05. Unless Grantee consents in writing, grant new utility or Road easements. Grantee will generally withhold consent except when the easement is granted under threat of condemnation. Despite this proscription, Grantor may, without Grantee's consent but subject to the Maximum Increased Impervious Cover, grant road and utility easements reasonably necessary to service and to permit access to Parcels and Building Envelopes allowed under this Easement.

5.02.06. Except as otherwise provided in this Easement or as reasonably necessary to conduct activities permitted under this Easement, ditch, drain, fill, dig, or otherwise make permanent, substantial topographical changes. Grantor 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.

5.02.07. Drill or allow the existence of more than the Maximum Number of Water Wells on the Property. Water wells drilled by Grantee for monitoring or other Grantee purposes and not used by Grantor do not count against the Maximum Number of Wells.

5.02.08. Conduct any business activity on the Property that would draw large numbers of people to the Property at any one time or that might, as a reasonably expected incident of its conduct, materially impair the quantity or quality of the Edwards Aquifer recharge from the Property. A bed and breakfast or guest ranch with 10 or fewer bedrooms for guests is acceptable.

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

5.03.01. Reside and entertain family and guests on the Property.

5.03.02. Maintain, restore, and rebuild Structures in Building Envelopes or shown to be on the Property in the Report.

5.03.03. Continue use and enjoyment of the Property for ranching, agriculture, hunting, fishing, and recreation, consistently with other applicable express provisions of this Easement.

5.03.04. Allow short-term use of tents outside Building Envelopes and outside No-Development Zones. Any use lasting 30 days is not short-term, and once removed, tents cannot be re-erected for at least 90 days. The tents must not cause the Property to exceed the Maximum Increased Impervious Cover.

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

5.04. If not identified in this Easement, Grantor may propose Building Envelope locations to Grantee. Grantor's requests for Building Envelope locations are handled according to the paragraph titled "Requests for Approval." Areas subject to Building Envelopes must be defined with the same degree of specificity required for identifying real property for conveyance. Approved Building Envelopes must be evidenced by a recorded memorandum signed by both Grantor and Grantee. The property description must be attached to the memorandum. All residences shown on the Report must be contained in a Building Envelope. If Grantor wishes to change a Building Envelope, in addition to following the process for designation of any Building Envelope, Grantor must assure that the former Building Envelope site is restored such that it will offer the same quantity and quality of recharge as similar, previously undeveloped areas.

6. Agriculture-Related Provisions.

6.01. Grantor must not:

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

6.01.02. Operate a horticultural nursery.

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

6.02.01. Graze livestock, but only according to a Grantee-approved plan or a United States Department of Agriculture Natural Resource Conservation Service-approved plan. If the United States Department of Agriculture Natural Resource Conservation Service ceases to exist or ceases to approve such plans, Grantee may designate an alternative, similarly qualified authority to review and approve livestock plans.

6.02.02. Grow crops in fields identified in the Report or approved by Grantee.

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

6.02.04. Construct or install fences, Hunting Blinds, and Feeders, even in No-Development Zones.

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

6.02.06. Foster the presence of wildlife on the Property.

6.02.07. Cut firewood for use on the Property.

6.02.08. Control brush according to a United States Department of Agriculture Natural Resource Conservation Service-approved plan or Grantee-approved plan. If the United States Department of Agriculture Natural Resource Conservation Service ceases to exist or ceases to approve such plans, Grantee may designate an alternative, similarly qualified authority to review and approve brush control plans.

7. Vegetation-Related Provisions.

7.01. Outside Building Envelopes, Grantor must not cut or remove vegetation, except Grantor 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. Grantor may further cut and remove native vegetation to further the Purpose, in Building Envelopes, and as may be reasonably necessary to conduct activities permitted under this Easement, but in so doing, it must minimize erosion and must not otherwise materially impair the Purpose.

7.02. Except for Building Envelopes and fields permitted under this Easement, Grantor must not plant exotic vegetation on the Property.

7.03. Except in fields permitted under this Easement, Grantor must not plow or use fertilizers.

8. Vehicle-Related Provisions.

8.01 Authorized representatives of Grantor and Grantee may use motorized vehicles anywhere on the Property in furtherance of their responsibilities under this Easement and as reasonably necessary for Grantor's residential use, agricultural, ranching, and wildlife management operations, ecotourism, educational programs and maintenance of the Property. No such use may materially impair the Purpose.

8.02 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.

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

9.01. Grantor must not:

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

9.01.02. Dump trash, rubbish, or other waste, except short-term storage of material accumulated in the course of conducting activities permitted under this 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 the Edwards Aquifer. Grantor may burn trash in a

container, but Grantor 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.

9.01.03. 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.

9.01.04. Store, use, or apply herbicides, biocides, pesticides, fertilizers, insecticides, fungicides, rodenticides, or any similar chemicals or agents, except for (A) household use or (B) use of chemicals, including fertilizers, on a list approved by Grantee, as the list may be changed from time to time. Grantee's list may impose time, quantity, and use restrictions. While the City of San Antonio is the Grantee, the City Manager may alter the list without further action or authorization by City Council. Grantor's use of such chemicals must conform to then current best practices, and Grantor must not allow permitted materials to leak into or otherwise pose a material degradation threat to the quality of water in the Edwards Aquifer. Grantor must indemnify Grantee from all loss, cost, liability, or expense arising from Grantor's use of such chemicals, with or without Grantee's permission.

9.02. Grantor represents and warrants, to Grantor's actual knowledge (with no duty to investigate), that:

9.02.01. No Hazardous Materials are or have been generated, treated, stored, used, disposed of, or deposited in or on the Property in such manner as to violate or create any liabilities pursuant to any Applicable Laws, and

9.02.02. No underground storage tanks are located on the Property.

9.02.03. No governmental authority has given notice of violation or alleged violation of any Applicable Law relating to the operations or condition of the Property.

10. Extraction-Related Provisions.

10.01. Grantor must not:

10.01.01. 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.

10.01.02. 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 Grantee, 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. Grantor may also permit archaeological digs supervised by qualified personnel.

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

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

10.02. No party to this 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 Easement. This clause does not prevent a party to this 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.

10.03. Even if all or part of the minerals are, as of the date this Easement, owned by someone not a party to this Easement, this Easement conveys to Grantee the right, to be held jointly with Grantor, to consent or not to any matter as to which Grantor's sole consent would otherwise be required. Grantor's and Grantee's joint right to consent is such that neither can consent without the joinder of the other.

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

11. Water Flow-Related Provisions.

Grantor must not:

11.01. Alter natural water courses, lakes, ponds, marshes, or other water bodies, subject to Grantor's right to have stock tanks and other surface-water retention facilities, except for maintenance of permitted Roads.

11.02. 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. This does not impair the right to use the wells permitted under this Easement for the purposes permitted under this Easement.

11.03. Otherwise, materially and adversely affect the quantity and quality of recharge percolating into the Edwards Aquifer from the Property.

12. Requests for Approval.

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

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

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

12.04. If Grantor does not begin approved actions within one year, the approval is void. Grantor may resubmit the request, but previous approval does not estop Grantee from denying approval on resubmission.

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

13. No Public Access.

Except as expressly provided, this Easement creates no right of access to the general public.

14. Ownership Obligations.

Grantor is solely responsible to pay all taxes and assessments levied against the Property. Grantee has no responsibility to Grantor to maintain any part of the Property, except for improvements, if any, installed by Grantee.

15. Grantee's Rights.

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

15.01.01. The right to monitor the hydrology of the Edwards Aquifer and other water or geologic formations below the subject Property, subject, however, to the entry requirements set out below.

15.01.02. The right to enter the Property twice a calendar year to inspect to determine compliance with this Easement. If Grantee finds a potential violation of this Easement, Grantee may enter the Property as much as necessary to monitor the status of the problem, obtain evidence for enforcement, or correct the problem at Grantor's expense. In so doing, Grantee must not interfere unreasonably with Grantor's permitted uses of the Property.

15.01.03. The right to install, operate, and maintain Purpose-related monitoring equipment, including a continuous recording rain gauge at locations outside of Building Envelopes (unless Grantor approves in its sole discretion a location inside of a Building Envelope) that do not unreasonably interfere with Grantor's activities otherwise permitted under this Easement. Grantee may install, operate, and maintain fences and other devices reasonably necessary to provide security for the monitoring equipment.

15.01.04. The right to drill, operate, and maintain monitoring wells at locations outside of Building Envelopes (unless Grantor approves in its sole discretion a location inside of a Building Envelope) that do not interfere unreasonably with Grantor's permitted uses of the Property. Grantee may install, operate, and maintain fences and other devices reasonably necessary to provide security for the monitoring wells.

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

15.01.06. The right to review and approve plans of the Grantor involving cave Structures and other sensitive hydrogeologic features on the Property.

15.01.07. The right to construct, operate, and maintain at mutually agreed locations outside of Building Envelopes (unless Grantor approves in its sole discretion a location inside of a Building Envelope) one or more recharge structures and associated facilities that do not unreasonably interfere with Grantor's permitted uses of the Property.

15.02. If Grantee's exercise of any rights under this Section 15 disturbs the Property, Grantee will use its good-faith efforts to restore the Property to its previous condition. This includes restoring fences and plugging abandoned wells according to applicable law. Grantee 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 Grantee's rights under this Easement. Except as expressly provided to the contrary, no approval or consent required under this Section may be unreasonably withheld, conditioned, or delayed. Grantee will provide 72-hour advance, written notice to Grantor before entry, except when immediate entry is necessary or desirable to further the Purpose, to prevent, terminate, or mitigate a violation of this Easement, or to fulfill Grantee's maintenance obligations under this Easement.

15.03. None of the enumerated rights imposes a duty on Grantee to exercise the right.

15.04. Grantor is responsible for remedying violations of this Easement, but Grantee has the right to prevent and correct violations through any means available at law or in equity, including injunction. If Grantee finds a violation, it may, at its discretion, take appropriate legal action or, at Grantor's expense, eliminate or ameliorate any material, continuing violation of this Easement, including any artificial condition that may materially impair the Purpose. Except when an ongoing or imminent violation might substantially diminish or impair the Purpose, Grantee must give Grantor 20-days' prior written notice before initiating action. If a violation cannot reasonably be corrected within 20 days, Grantee may allow Grantor a longer period that is reasonably necessary under the circumstances to correct the violation. In such case, Grantor must begin corrective action with the 20 days and thereafter diligently and continuously pursue complete correction in good faith. Nothing in this Easement requires Grantor to restore the Property after any act of God or other event over which Grantor had no control, but Grantor must permit Grantee to correct conditions caused by such events that impair quantity or quality of recharge. In so doing, Grantee must not interfere unreasonably with Grantor's permitted uses of the Property.

15.05. Grantor acknowledges that, once pollution enters the Edwards Aquifer, it may be impossible to undo the damage. Likewise, surface water that might percolate into the aquifer, but that Grantor wrongfully allows to run off, is irreplaceable. Further, loss of the Property and the Edwards Aquifer as natural phenomena cannot be compensated adequately by damages. Accordingly, the parties acknowledge that, in the case of a material, uncorrected violation of this Easement, Grantee has no adequate remedy at law. In such case, equitable relief generally and an injunction specifically are appropriate remedies.

15.06. Grantee has the right to recover all costs and expenses, including court costs and reasonable attorneys fees, incurred enforcing this Easement..

15.07. Grantee'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.

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

16. Alienation by Grantee.

16.01. This Easement is in gross and is freely alienable by Grantee, subject to the following conditions:

16.01.01. 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.

16.01.02. The transferee must expressly assume the responsibilities of the grantee under this Easement.

16.02. If Grantee ceases to exist or no longer qualifies as a holder under applicable law, the Easement continues. On application by grantor or grantee, a court of competent jurisdiction must transfer Grantee's rights under this 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 Purposes.

17. Alienation by Grantor.

The Property is freely alienable, in whole or in part, by Grantor, but Grantor must notify Grantee in writing at least 30 days before transfer. The notice must include the name of the buyer, the anticipated closing date, and evidence that the buyer has been given a copy of this Easement. If Grantor transfers all the Property or a Parcel of it to more than one transferee, the joint transferees must, at the closing of the transfer to them, designate a single party to receive notices from Grantee and to give all approvals and consents to Grantee. If the joint transferees do not unanimously designate a contact for Grantee, Grantee may pick one at random with no liability to the other transferees. Grantor's transferees take subject to this Easement. This authorization of partial alienation does not authorize more than the maximum number of Parcels.

18. Amendment.

This Easement may be amended only with the written consent of both Grantor and Grantee. Any amendment must be consistent with the Purposes of this 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.If the Grantee is the City of San Antonio, its consent to an amendment must be authorized by City Council or a successor governing body.

19. Termination, Condemnation.

19.01. The 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 Purposes of this Easement.

19.02. Grantee's interest is a compensable property right. If some or all of the Property is condemned or sold in lieu of condemnation, Grantor and Grantee will divide the condemnation proceeds as follows: Grantor 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 Easement and the denominator of which is the value of the Property unburdened by the Easement; Grantee receives the rest of the award. Values are measured at the time of condemnation.

20. Interpretation.

This 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 Purposes, without regard to which party was the drafter. This Easement was fully negotiated, and no presumption exists against either party. Nothing in this Easement excuses Grantor from compliance with any applicable law, rule, ordinance, or regulation.

21. Severability.

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

22. Successor, Beneficiaries.

This Easement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. No third party has the right to enforce any part of this Easement.

23. Encumbrance by Grantor.

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

24. Appropriations.

All obligations of the City of San Antonio under this 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.

25. Notices from Governmental Authorities.

Grantor must deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt. Upon request by Grantee, Grantor must promptly furnish Grantee with evidence of Grantor's compliance with the notice or lien, if compliance is required by law.

26. Easement Runs with the Land; No Merger.

This Easement continues in perpetuity and runs with the land. It is binding upon Grantor and all those claiming by, through, or under Grantor. Any right, title, or interest granted in this Easement to Grantee passes to each successor and assign of Grantee and each following successor and assign, and the word "Grantee" includes all such successors and assigns. This Easement survives unity of ownership of the fee and the Easement.

27. Effective Date.

The effective date of this Easement is the date it is recorded in the real property records of the county in which the Property is located or, if the Property crosses county lines, in any county in which a portion of the Property is located.

TO HAVE AND TO HOLD this Easement unto the Grantee and its successors and permitted assigns forever. Without limitation, this Easement conveys to Grantee all development rights in the Property not expressly retained by Grantor. Grantor conveys to Grantee an undivided interest in all mineral executive rights held by Grantor such that no exercise of the executive rights can be made without the joinder of both Grantor and Grantee. Grantor further conveys to Grantee the property right to enforce this Easement according to law. Grantor conveys to Grantee the property rights Grantor would otherwise have to perform activities limited or prohibited by this Easement. Grantor violates its obligations under this Easement if it violates any applicable law the observance of which would further the Purpose.

Grantor further makes subject to this Easement 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 Grantor; (2) all interest in strips or gores between the Property and abutting properties and acreage in adjoining surveys to which Grantors' 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 Easement title to which is later acquired by Grantor.

Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular this Easement to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, but excepting the Reservations From and Exceptions to Warranty.

In Witness Whereof, the parties have caused their representatives to set their hands. By the signature of its representative below, Grantee manifests its acceptance of this Easement.

Grantor:	**Grantee:**
????????????????	**City of San Antonio**, a Texas municipal corporation
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

:**Approved as to Form**:

_____
City Attorney

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This Easement was acknowledged this date before me by /name of signer/, /office held/ of /corpname/, a Texas corporation, in the capacity therein stated and on behalf of that entity in the entity's capacity as general partner of /name of limited partnership/.
Date:_____

_____
Notary Public, State of Texas

My Commission expires:_____

State of Texas §

County of Bexar §

This Easement was acknowledged before me this date by _____, _____ of the City of San Antonio, a Texas municipal corporation, in the capacity therein stated and on behalf of that entity.

Date:_____

_____
Notary Public, State of Texas

My Commission expires:_____

Attachment II

McCauley Ranch – Division One
Legal Description

Being 317.157 acres of land, known as Division No. One, lying and being situated on and east of graveled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; and containing acreages in the various original Surveys, as follows:

Sur. No.	Original Grantee	Abst. No.	Acres
267	Saragossa Irr. & Mfg. Co.	591	0.776
271	G.B. & C.N.G. R.R. Co.	574	0.483
314	C.C.S.D. & R.G.N.G. R.R. Co.	1317	137.097
863	Mrs. Rebecca Tate	1062	1.740
1524	Luis Castanon	129	166.422
------	Un-surveyed State Land	——	10.639
	Total Acres.....		317.157

said 317.157 acres being more particularly described by metes and bounds attached hereto and made a part hereof for all purposes.

SHARON ANNE McCAULEY
"DIVISION NO. ONE"
317.157 ACRE TRACT

THE STATE OF TEXAS)
COUNTY OF UVALDE)
Field Notes of a perimeter/boundary survey of a 317.157 acre tract of land, made for Sharon Anne McCauley and The Nature Conservancy.

Said 317.157 acre tract of land, known as Division No. One, lying and being situated on and east of gravelled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; and containing acreages in the various original Surveys, as follows:

Sur. No.	Original Grantee	Abst. No.	Acres
267	Saragossa Irr. & Mfg. Co.	591	0.776
271	G.B. & C.N.G. R.R. Co.	574	0.483
314	C.C.S.D. & R.G.N.G. R.R. Co.	1317	137.097
863	Mrs. Rebecca Tate	1062	1.740
1524	Luis Castanon	129	166.422
---	Un-surveyed State Land	----	10.639
	Total Acres		317.157

Said 317.157 acre tract of land being all of a 50.000 acre tract (west portion of a 317.157 acre tract termed "Division No. One"), as conveyed to Sharon Anne McCauley, by Doris Esther Story and Kempner Davlin Story, Jr., by Gift Deeds (2) dated November 5, 2008, and recorded in Instrument Nos. 2008004315 and 2008004318, of the Official Public Records of said County, and all of a 267.157 acres (remainder of said 317.157 acre tract termed "Division No. One"), as conveyed to Sharon Anne McCauley, by Kempner Davlin Story, Jr. and Doris Esther Story, by Gift Deeds (2) dated July 8, 2011, and recorded in Instrument Nos. 2011002072 and 2011002078, of the Official Public Records of said Uvalde County, Texas. Said 317.157 acre tract being bounded on the south/southwest, from east to west, by the following: 1.) the Henry B. Martin, et al. Property, as recorded in Vol. 302, Pages 710-726 & Vol. 309, Pages 156-168, both of the Deed Records of said County, and Instrument No. 2012004426 of the Official Public Records of said County; 2.) the Leonard M. Bond 192.20 acre tract, as recorded in Vol. 237, Pages 190-194, of the

Deed Records of said County; 3.) the Kempner Davlin "Bill" Story, Jr. 18.203 acre house tract [this date surveyed -- south middle portion of the Story "called" 1906.75 acres -- Vol. 262, Pages 414-417, Deed Records and Vol. 368, Pages 714-717, Official Public Records]; and 4.) the Elizabeth Jean Howard 317.157 acre tract [termed "Division No. Two" -- Instrument Nos. 2008004314, 2008004319, 2011002073, & 2011002079, Official Public Records]; on the west/northwest by the said Elizabeth Jean Howard 317.157 acre tract, and a 2.933 acre "Spring Area" tract (this date surveyed -- middle portion of said Story "called" 1906.75 acres); on the north by the John McNair Family 2012 Irrevocable Trust (McNair) 782.710 acre tract, as recorded in Instrument No. 2012004443, of the Official Public Records of said Uvalde County; and on the east/southeast, from north to south, by the said John McNair Family 2012 Irrevocable Trust 782.710 acre tract, and the said Henry B. Martin, et al. Property. Said 317.157 acre tract fully encompassing the Kenneth and Sharon McCauley log house and improvements, with no overlapping thereof, and being more fully described by metes and bounds, as follows:

BEGINNING (in said Sur. No. 271) at a 5/8" Steel Pin found at a 2-way fence corner post, at a northwest re-entrant corner of said Martin Property; for the S.S.E. corner of said McCauley 317.157 acre tract, and the S.S.E. corner of this tract; said 5/8" Steel Pin being distant 652.13 ft. S 85° 41' 50" E of the common corner of the following three original Surveys, viz.: the N.E. corner of said Sur. No. 267, the S.S.W. corner of said Sur. No. 314, and the N.W. corner of said Sur. No. 271;

THENCE with fence (unless noted); with the north/northeast sides of said Martin Property and said Bond 192.20 acre tract, the southeast and north sides of said 18.203 acre house tract, and a northeast side of said Howard 317.157 acre tract, respectively; with the south/southwest sides of said McCauley 317.157 acre tract, and the south/southwest sides of this tract; with 5/8" Steel Pins (unless otherwise noted) set at fence corner posts, at corners, as follows:

N 86° 47' 19" W 649.47 ft. to a 5/8" Steel Pin found at a cut-off 2-way fence corner post, for corner; said 5/8" Steel Pin being distant 12.68 ft. S 08° 20' 41" E of the above-mentioned original Survey corner;

N 62° 18' 52" W, at 6.62 ft. cross the upper west line of said Sur. No. 271, the east line of said Sur. No. 267; total 621.83 ft. to a 5/8" Steel Pin found at a fence corner post, for corner;

N 62° 00' 10" W 153.05 ft. to an "X" found chiseled in rock, 1.3 ft. N 61° W of a 2-7/8" Steel Pipe 3-way fence corner post,

at a N.W. corner of said Martin Property, the N.E. corner of said Bond 192.20 acre tract, for corner;

N 56° 42' 17" W 491.03 ft. to the center of a 7" cedar 3-way fence corner post found in concrete, at the southeast corner of a field, for corner;

N 56° 32' 07" W, at 201.54 ft. cross the north line of said Sur. No. 267, the south line of said Sur. No. 1524, and thence diverging slightly northerly of said survey line; total 344.96 ft. to the center of a 4" Steel Pipe 2-way fence corner post, for corner;

N 61° 52' 46" W, converging southerly toward said survey line, 275.32 ft. to the center of a 4" Steel Pipe 2-way fence corner post, in said survey line, for corner;

N 50° 33' 41" W, leaving said survey line, 350.95 ft. to a Steel Pipe 3-way fence corner post, at the easternmost south corner of said 18.203 acre house tract, for corner;

N 45° 10' 10" E, with the southeast side of said house tract, crossing said field, 743.78 ft. to the center of a 16" Live Oak tree fence corner, at a corner of said 18.203 acre house tract;

N 05° 12' 39" E 28.00 ft. to the center of a 15" Live Oak tree 2-way fence corner, at the easternmost corner of said 18.203 acre house tract;

N 12° 20' 47" W 17.61 ft. to the center of a 14" Live Oak tree 2-way fence corner;

N 46° 59' 34" W, now and continuing with the north side of said house tract, 292.26 ft. to the center of a 20" Live Oak tree 2-way fence corner;

N 70° 47' 12" W, unfenced, 345.12 ft. to 5/8" Steel Pin set in fence, at the base of a multi-trunked Live Oak tree 2-way fence corner;

N 86° 21' 44" W, unfenced, passing under electric transmission lines bearing N 29° 34' 13" E into this described tract, 588.34 ft.;

S 55° 03' 17" W, unfenced, at 99.46 ft. pass the southeast terminal of the centerline of a 40.00 ft. wide waterline easement (this date surveyed -- crossing this described tract -- waterline access from said Spring Area tract to said house tract); crossing Blanco Creek; total 368.72 ft. to a 5/8" Steel Pin set on line, on the northeast side of said County Road No. 336;

S 55° 03' 17" W, unfenced, entering said County Road, 6.64 ft. to an 8" Nail Spike set flush in the center of said County Road, at the W.N.W. corner of said 18.203 acre house tract, for corner;

N 41° 35' 03" W, unfenced, with the centerline of said County Road No. 336 (until noted), now along the lower northeast side of said Howard 317.157 acre tract, 245.93 ft. to an angle point (no pin set), for corner;

N 30° 41' 48" W 726.94 ft. to an angle point (no pin set), for corner; and

THENCE N 22° 07' 09" W 183.88 ft. to an 8" Nail Spike set flush in the center of said County Road, at an east re-entrant corner of said Howard 317.157 acre tract, for the Westernmost corner of said McCauley 317.157 acre tract, and the Westernmost corner of this tract;

THENCE leaving the centerline of said County Road No. 336; and with a southeast side of said Howard 317.157 acre tract, the west and and southeast sides of said 2.933 acre Spring Area tract, and the upper east side of said Howard 317.157 acre tract, respectively; along the northwest side of said McCauley 317.157 acre tract, and the northwest side of this tract, unfenced, as follows:

N 40° 15' 56" E 23.63 ft. to a 5/8" Steel Pin set on line, on the northeast side of said County Road No. 336;

N 40° 15' 56" E, re-crossing said Blanco Creek, 474.35 ft. to a 5/8" Steel Pin set on the northeast bank of said Blanco Creek, at the N.W. corner of said 2.933 acre Spring Area Tract, for corner;

S 15° 17' 21" E, with the west side of said Spring Area tract, 666.85 ft. to a 5/8" Steel Pin set at the South corner of said Spring Area tract, for corner;

N 42° 35' 49" E, with the southeast side of said Spring Area tract; at 33.83 ft. pass the north terminal of the centerline of said 40.00 ft. wide waterline easement; total 320.58 ft. to a 5/8" Steel Pin set at the East corner of said Spring Area tract, for corner; and

THENCE N 28° 18' 28" E, leaving said Spring Area tract, ascending and crossing over a mountain, 1504.93 ft. to a 5/8" Steel Pin set in fence, in a south side of said McNair 782.710 acre tract; at the E.N.E. corner of said Howard 317.157 acre tract, for the N.N.W. corner of said McCauley 317.157 acre tract, and the N.N.W. corner of this tract;

THENCE with fence, a south side of said McNair 782.710 acre tract; along the north side of said McCauley 317.157 acre tract, and the north side of this tract, as follows:

S 64° 25' 58" E, re-passing under said electric transmission lines bearing N 02° 52' 00" E out of this described tract, 825.24 ft. to the center of a 7" cedar fence post, for corner;

S 62° 01' 56" E 158.03 ft. to the center of a 7" cedar fence post, for corner;

S 61° 48' 14" E 596.87 ft. to the center of a 7" cedar fence post, for corner;

S 86° 21' 04" E, at 256.14 ft. cross the north line of said Sur. No. 1524, the south line of said un-surveyed State Land; total 319.01 ft. to the center of an 8" cedar fence post, for corner;

S 52° 48' 14" E 221.97 ft. to the center of a 9" cedar fence post in the south line of said un-surveyed State Land, the north line of said Sur. No. 1524, for corner;

S 84° 28' 03" E, leaving said survey line and entering said un-surveyed State Land; at 712.72 ft. cross the north line of said un-surveyed State Land, the south line of said Sur. No. 863; at 1346.80 ft. cross the east line of said Sur. No. 863, a west line of said un-surveyed State Land; total 1896.02 ft. to the center of an 8" cedar east gate post in fence, in a mountain saddle, for corner;

N 89° 18' 40" E 876.52 ft. to the center of a 7" cedar fence post, for corner; and

THENCE S 68° 07' 01" E 94.57 ft. to the center of a 6" cedar 2-way fence corner post, at a 24" cedar tree, at a southwest re-entrant corner of said McNair 782.710 acre tract; for the N.E. corner of said McCauley 317.157 acre tract, and the N.E corner of this tract;

THENCE with fence, with a lower west/northwest side of said McNair 782.710 acre tract and an upper northwest side of said Martin Property, respectively; along the east/southeast side of said McCauley 317.157 acre tract, and the east/southeast side of this tract, as follows:

S 08° 38' 47" W 142.03 ft. to the center of a 12" cedar tree 2-way fence corner, for corner;

S 04° 32' 47" E, at 9.38 ft. cross a south line of said un-surveyed State Land, the north line of said Sur. No. 314, and thence crossing said Sur. No. 314 (until noted); total 485.20 ft. to the center of a 12" Mountain Laurel tree 2-way fence corner, for corner;

S 19° 13' 36" W 153.01 ft. to the center of a 10" cedar tree 2-way fence corner, for corner;

S 41° 56' 32" W 44.66 ft. to the center of a 22" Live Oak tree 2-way fence corner, for corner;

S 32° 13' 50" W 357.63 ft. to the center of a 12" dead cedar tree 2-way fence corner, for corner;

S 36° 13' 34" W 606.64 ft. to the center of a 7" cedar 2-way fence corner post, for corner;

S 46° 13' 39" W 1146.16 ft. to the center of a 5" cedar fence post, for corner;

S 43° 45' 10" W 448.11 ft. to a 5/8" Steel Pin found at an old 3-way fence corner post, at a west corner of said McNair 782.710 acre tract, a north corner of said Martin Property, for corner;

S 45° 22' 07" W 214.98 ft. to the center of a 5" cedar fence post, for corner; and

THENCE S 41° 31' 18" W, at 275.44 ft. cross the south line of said Sur. No. 314, the north line of said Sur. No. 271; total 340.79 ft. to the place of BEGINNING:

NOTE: This described 317.157 acre tract is subject to the east/northeast one-half of a portion of gravelled County Road No. 336, lying within and along its westernmost southwest side, and is subject to a 40.00 ft. wide waterline easement, crossing its west portion, in a north/south direction, as mentioned herein.

NOTE: Bearings noted herein are true geodetic bearings based on Global Positioning System (GPS) and Global Navigation Satellite System (GNSS) observations (WGS '84 Datum).

Surveyed: November 12, 2007 - April 29, 2008 and April 25 - 29, 2013.

Field Crew Personnel: Spencer J. Burrell
Michael J. Koch
Ferd John Rock

THE STATE OF TEXAS)
COUNTY OF MEDINA)

I, Hilmar A. Koch, a Registered Professional Land Surveyor of the State of Texas, do hereby state that the foregoing Field Notes description and accompanying plat correctly represent an actual survey made under my supervision, on the ground, on the dates given.

STATE OF TEXAS
REGISTERED
HILMAR A. KOCH
2082
PROFESSIONAL
LAND SURVEYOR

Hilmar A. Koch
Registered Professional
Land Surveyor No. 2082

Attachment III

Howard Ranch – Division Two
Legal Description

Being 317.157 acres of land, known as Division No. Two, lying and being situated on and on both sides of graveled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; and containing acreages in the various original Surveys, as follows:

Sur. No.	Original Grantee	Abst. No.	Acres
48	Mariano Carbajal	117	0.488
267	Saragossa Irr. & Mfg. Co.	591	3.029
285	Saragossa Irr. & Mfg. Co.	589	3.615
864	Mrs. Rebecca Tate	1900	8.447
961	T. C. R.R. Co.	1055	257.229
1524	Luis Castanon	129	41.735
------	Un-surveyed State Land	——	2.614
	Total Acres.....		317.157

said 317.157 acres being more particularly described by metes and bounds attached hereto and made a part hereof for all purposes.

ELIZABETH JEAN HOWARD
"DIVISION NO. TWO"
317.157 ACRE TRACT

THE STATE OF TEXAS)
COUNTY OF UVALDE)

Field Notes of a perimeter/boundary survey of a 317.157 acre tract of land, made for Elizabeth Jean Howard and The Nature Conservancy.

Said 317.157 acre tract of land, known as Division No. Two, lying and being situated on and on both sides of gravelled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; and containing acreages in the various original Surveys, as follows:

Sur. No.	Original Grantee	Abst. No.	Acres
48	Mariano Carbajal	117	0.488
267	Saragossa Irr. & Mfg. Co.	591	3.029
285	Saragossa Irr. & Mfg. Co.	589	3.615
864	Mrs. Rebecca Tate	1900	8.447
961	T. C. R.R. Co.	1055	257.229
1524	Luis Castanon	129	41.735
----	Un-surveyed State Land	----	2.614
	Total Acres		317.157

Said 317.157 acre tract of land being all of a 50.000 acre tract (middle portion of a 317.157 acre tract termed "Division No. Two"), as conveyed to Elizabeth Jean Howard, by Doris Esther Story and Kempner Davlin Story, Jr., by Gift Deeds (2) dated November 5, 2008, and recorded in Instrument Nos. 2008004314 and 2008004319, of the Official Public Records of said County, and all of 267.157 acres (remainder of said 317.157 acre tract termed "Division No. Two"), as conveyed to Elizabeth Jean Howard, by Kempner Davlin Story, Jr. and Doris Esther Story, by Gift Deeds (2) dated July 8, 2011, and recorded in Instrument Nos. 2011002073 and 2011002079, of the Official Public Records of said Uvalde County, Texas. Said 317.157 acre tract being bounded on the south, from east to west, by the

Leonard N. Bond 192.20 acre tract, as recorded in Vol. 237, Pages 190-194, of the Deed Records of said County, and the Blanco Ranch, LLC (Blanco Ranch) 2656.547 acre tract, as recorded in Instrument No. 2012001272, of the Official Public Records of said County; on the lower west and lower north, by the Charles Davlin Story 317.157 acre tract (termed "Division No. Three" -- Instrument Nos. 2008004313, 2008004320, 2011002074, & 2011002080, Official Public Records); on the upper west, from south to north, by the said Charles Story 317.157 acre tract, and the Jack Douglas Story 317.157 acre tract (termed "Division No. Four" -- Instrument Nos. 2008004312, 2008004321, 2011002075, & 2011002081, Official Public Records); on the upper north by the William Davis Story 317.157 acre tract (termed "Division No. Six" -- Instrument Nos. 2008004317, 2008004322, 2011002077, & 2011002083, Official Public Records); on the northeast by the John McNair Family 2012 Irrevocable Trust (McNair) 782.710 acre tract, as recorded in Instrument No. 2012004443, of the Official Public Records of said County; and on the east, from north to south, by the following: 1.) the Sharon Anne McCauley 317.157 acre tract [termed "Division No. One" -- Instrument Nos. 2008004315, 2008004318, 2011002072, & 2011002078, Official Public Records], 2.) a 2.933 acre "Spring Area" tract [this date surveyed -- middle portion of the Kempner Davlin "Bill" Story, Jr. "called" 1906.75 acres -- Vol. 262, Pages 414-417, Deed Records and Vol. 368, Pages 714-717, Official Public Records], and 3.) the Kempner Davlin "Bill" Story, Jr. 18.203 acre house tract [this date surveyed -- south middle portion of said Story "called" 1906.75 acres]. Said 317.157 acre tract being more fully described by metes and bounds, as follows:

BEGINNING at a 5/8" Steel Pin set on top of a mountain ridge, approximately 20 ft. north of an existing east/west fence, in the north line of Sur. No. 266, R. J. Hanson, the lower south line of said Sur. No. 961; in the north line of said Blanco Ranch 2656.547 acre tract, for the S.S.E. corner of said Charles Story 317.157 acre tract, the S.W. corner of said Howard 317.157 acre tract, and the S.W. corner of this tract; said 5/8" Steel Pin being distant 1969.47 ft. N 64° 15' 50" W (generally with said survey line and said property line) of another 5/8" Steel Pin found at a 3-way fence corner post, at the N.E. corner of said Sur. No. 266, the N.W. corner of Sur. No. 265, San Antonio Alazan Ditch Co., in the lower south

line of said Sur. No. 961, same being the N.N.E. corner of said Blanco Ranch 2656.547 acre tract, the W.N.W. corner of said Bond 192.20 acre tract;

THENCE leaving said survey/property line; and with the lower east and upper south lines of said Charles Story 317.157 acre tract; along the lower west and lower north sides of said Howard 317.157 acre tract, and the lower west and lower north sides of this tract, unfenced, with 5/8" Steel Pins set at corners, as follows:

N 16° 23' 00" E, along and over the top of said mountain, 1180.00 ft.;

N 28° 13' 05" E, descending said mountain ridge, 1337.38 ft.; and

THENCE EAST, at 918.92 ft. cross a lower north line of said Sur. No. 961, the south line of said Sur. No. 285; crossing Blanco Creek; at 1820.00 ft. cross the east line of said Sur. No. 285, the upper west line of said Sur. No. 961; at 2423.45 ft. pass a 5/8" Steel Pin set on line, on the west side of said County Road No. 336, and thence entering said road, an additional 19.51 ft.; for a total of 2442.96 ft. to an 8" Nail Spike set flush in the center of said County Road No. 336, at the E.S.E. corner of said Charles Story 317.157 acre tract; for the northwest re-entrant corner of said Howard 317.157 acre tract, and the northwest re-entrant corner of this tract;

THENCE with the centerline of said County Road No. 336; with the upper east side of said Charles Story 317.157 acre tract and the east side of said Jack Story 317.157 acre tract, respectively; along the upper west side of said Howard 317.157 acre tract, and the upper west side of this tract, unfenced, with angle points in the center of said road, at corners (no pins set), as follows:

N 09° 14' 32" W 141.63 ft.;
N 23° 29' 10" W 128.73 ft.;
N 39° 13' 56" W 354.56 ft.;
N 32° 54' 23" W 233.50 ft.;

N 28° 04' 49" W, at 110.74 ft. re-cross the upper west line of said Sur. No. 961, the east line of said Sur. No. 285; total 244.74 ft.;

N 31° 52' 26" W, at 146.65 ft. pass an 8" Nail Spike set flush in the center of said County Road No. 336, at the N.E. corner

of said Charles Story 317.157 acre tract, the S.E. corner of said Jack Story 317.157 acre tract; total 218.67 ft. to a point in the center of said road, 25 ft. north of a "Y" in said road, for corner;

N 18° 58' 39" W 98.65 ft.;

N 04° 20' 50" W, at 128.97 ft. cross the north line of said Sur. No. 285, the south line of said Sur. No. 864; total 230.42 ft.; and

THENCE N 04° 17' 31" E 244.81 ft. to an 8" Nail Spike set flush in the center of said County Road No. 336, at the N.E. corner of said Jack Story 317.157 acre tract, the S.S.E. corner of the Peggy Lynn Brink 317.157 acre tract (termed "Division No. Five" -- Instrument Nos. 2008004316, 2008004323, 2011002076, & 2011002082, Official Public Records); for the S.S.W. corner of said William Story 317.157 acre tract, the N.N.W. corner of said Howard 317.157 acre tract, and the N.N.W. corner of this tract; said 8" Nail Spike being distant 17.07 ft. N 89° 08' 28" E (with the north line of said Jack Story 317.157 acre tract, the south line of said Brink 317.157 acre tract) of a 5/8" Steel Pin set in said line on the west side of said County Road;

THENCE leaving the center of said County Road No. 336; and with the lower south line of said William Story 317.157 acre tract; along the upper north side of said Howard 317.157 acre tract, and the upper north side of this tract, N 89° 12' 46" E, unfenced, at 895.65 ft. cross the east line of said Sur. No. 864, the west line of said unsurveyed State Land; total 908.60 ft. to the center of a 10" cedar fence corner post, in the southwest side of said McNair 782.710 acre tract; for the S.S.E. corner of said William Story 317.157 acre tract, the N.N.E. corner of said Howard 317.157 acre tract, and the N.N.E. corner of this tract;

THENCE with fence and the southwest side of said McNair 782.710 acre tract; along the northeast side of said Howard 317.157 acre tract, and the northeast side of this tract, as follows:

S 22° 13' 40" E 280.66 ft. to the center of a 12" cedar tree fence corner;

S 40° 49' 45" E 243.26 ft. to the center of a 12" cedar tree fence corner;

S 46° 56' 07" E, at 221.54 ft. cross the south line of said

un-surveyed State Land, the upper north line of said Sur. No. 961; at 703.95 ft. cross the upper east line of said Sur. No. 961, the west line of said Sur. No. 1524; total 705.11 ft. to the center of an 8" cedar fence corner post, for corner;

S 63° 15' 35" E 311.57 ft. to the center of a 5" cedar post in fence, for corner; and

THENCE S 64° 25' 58" E 458.44 ft. to a 5/8" Steel Pin set in fence, in the southwest side of said McNair 782.710 acre tract; for the N.N.W. corner of said McCauley 317.157 acre tract, the E.N.E. corner of said Howard 317.157 acre tract, and the E.N.E. corner of this tract;

THENCE leaving fence and said property line; and with the west side of said McCauley 317.157 acre tract (unless noted), the northeast and north sides of said Spring Area 2.933 acre tract, and the west/southwest side of said Bill Story 18.203 acre house tract, respectively; along the east side of said Howard 317.157 acre tract, and the east side of this tract, unfenced, as follows:

S 28° 18' 28" W, crossing over a mountain, 1504.93 ft. to a 5/8" Steel Pin set on the southwest slope of said mountain, at the East/S.E. corner of said 2.933 acre Spring Area tract, for corner;

N 29° 02' 43" W, leaving the upper west side of said McCauley 317.157 acre tract, and with the northeast side of said 2.933 acre Spring Area tract, 511.09 ft. to a point (no pin set) on said southwest steep slope, at the N.E. corner of said 2.933 acre Spring Area tract, for corner;

S 74° 42' 40" W, descending said steep slope, 150.00 ft. to a 5/8" Steel Pin set at the N.W. corner of said 2.933 acre Spring Area tract, a North corner of said McCauley 317.157 acre tract, for corner;

S 40° 15' 56" W, with a northwest side of said McCauley 317.157 acre tract; re-crossing said Blanco Creek; at 474.35 ft. pass a 5/8" Steel Pin set on line on the east side of said County Road No. 336, and thence re-entering said County Road, an additional 23.63 ft.; for a total of 497.98 ft. to an 8" Nail Spike set flush in the center of said County Road, at the Westernmost corner of said McCauley 317.157 acre tract, an east re-entrant corner of said Howard 317.157 acre tract, and an east re-entrant corner of this tract, for corner;

S 22° 07' 09" E, now again with the centerline of said County Road No. 336 (and continuing with angle points at corners -- no pins set), with the westernmost southwest side of said McCauley 317.157 acre tract (until noted), 183.88 ft.;

S 30° 41' 48" E 726.94 ft.;

S 41° 35' 03" E, at 245.93 ft. pass an 8" Nail Spike set flush in the center of said County Road, at the upper S.W. corner of said McCauley 317.157 acre tract, the N.W. corner of said Bill Story 18.203 acre house tract, and thence continuing with the west side of said 18.203 acre house tract; total 411.93 ft.;

S 40° 38' 51" E 270.16 ft.;

S 34° 52' 17" E, passing under an electric transmission line bearing S 29° 30' 48" W across the southeast corner of this described tract, 102.32 ft.;

S 24° 57' 04" E, at 49.35 ft. cross the south line of said Sur. No. 1524, the north line of said Sur. No. 267; total 85.01 ft.; and

THENCE S 07° 57' 28" E 79.30 ft. to a point in the center of a cattleguard, in the centerline of said County Road No. 336; in the north side of said Bond 192.20 acre tract; for the S.W. corner of said Bill Story 18.203 acre house tract, the E.S.E. corner of said Howard 317.157 acre tract, and the E.S.E. corner of this tract;

THENCE leaving said County Road No. 336; and with fence (unless noted), with the north/northwest side of said Bond 192.20 acre tract and the upper north side of said Blanco Ranch 2656.547 acre tract, respectively; along the south side of said Howard 317.157 acre tract, and the south side of this tract, with 5/8" Steel Pins set at fence corner posts (except where otherwise noted), at corners, as follows:

S 89° 28' 04" W, in most part with fence, 129.09 ft.;

S 55° 29' 05" W, re-passing under said electric transmission line; at 556.97 ft. cross the upper west line of said Sur. No. 267, the middle east line of said Sur. No. 961; total 893.27 ft.;

N 71° 06' 42" W 566.48 ft. to a 5/8" Steel Pin set at an 18" cedar tree fence corner;

S 80° 33' 02" W 90.74 ft. to a 5/8" Steel Pin set at a dead 12" cedar tree fence corner;

S 45° 25' 08" W, at 16.56 ft. cross the upper south line of

said Sur. No. 961, the north line of said Sur. No. 48; at 363.71 ft. cross the west line of said Sur. No. 48, the lower east line of said Sur. No. 961; total 1054.29 ft. to a 5/8" Steel Pin set at a fence corner post, in the lower south line of said Sur. No. 961, the upper north line of said Sur. No. 265, for corner;

N 65° 06' 14" W, with said survey line, 728.83 ft. to a 5/8" Steel Pin found at a 3-way fence corner post, at the above-mentioned N.W. corner of said Sur. No. 265, the N.E. corner of said Sur. No. 266; same being the W.N.W. corner of said Bond 192.20 acre tract, the N.N.E. corner of said Blanco Ranch 2656.547 acre tract, for corner;

N 64° 12' 40" W, now with the lower south line of said Sur. No. 961, the north line of said Sur. No. 266, 1099.47 ft.; and

THENCE N 64° 19' 49" W, continuing with said survey/property line, diverging northerly from said fence, 870.00 ft. to the place of BEGINNING:

NOTE: This described 317.157 acre tract is subject to portions of gravelled County Road No. 336, passing through and lying within and along its upper west and lower east sides.

NOTE: Bearings noted herein are true geodetic bearings based on Global Positioning System (GPS) and Global Navigation Satellite System (GNSS) observations (WGS '84 Datum).

Surveyed: November 12, 2007 - April 29, 2008 and April 25 - 29, 2013.

Field Crew Personnel: Spencer J. Burrell, Michael J. Koch, & Ferd John Rock

THE STATE OF TEXAS)
COUNTY OF MEDINA)

I, Hilmar A. Koch, a Registered Professional Land Surveyor of the State of Texas, do hereby state that the foregoing Field Notes description and accompanying plat correctly represent an actual survey made under my supervision, on the ground, on the dates given.

STATE OF TEXAS REGISTERED HILMAR A. KOCH 2082 PROFESSIONAL LAND SURVEYOR

Hilmar A. Koch
Registered Professional
Land Surveyor No. 2082

Attachment IV

Charles Story Ranch – Division Three
Legal Description

Being 317.157 acres of land, known as Division No. Three, lying and being situated on and west of graveled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; and containing acreages in the various original Surveys, as follows:

Sur. No.	Original Grantee	Abst. No.	Acres
284	City of San Antonio (C. James Richarz)	1494	0.046
285	Saragossa Irr. & Mfg. Co.	589	30.920
961	T. C. R.R. Co.	1055	102.358
962	T. C. R.R. Co. (Charles Peters)	1491	183.833
	Total Acres.....		317.157

said 317.157 acres being more particularly described by metes and bounds attached hereto and made a part hereof for all purposes.

CHARLES DAVLIN STORY
"DIVISION NO. THREE"
317.157 ACRE TRACT

THE STATE OF TEXAS)
COUNTY OF UVALDE)

Field Notes of a perimeter/boundary survey of a 317.157 acre tract of land, made for Charles Davlin Story and The Nature Conservancy.

Said 317.157 acre tract of land, known as Division No. Three, lying and being situated on and west of gravelled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; and containing acreages in the various original Surveys, as follows:

Sur. No.	Original Grantee	Abst. No.	Acres
284	City of San Antonio (C. James Richarz)	1494	0.046
285	Saragossa Irr. & Mfg. Co.	589	30.920
961	T. C. R.R. Co.	1055	102.358
962	T. C. R.R. Co. (Charles Peters)	1491	183.833
		Total Acres	317.157

Said 317.157 acre tract of land being all of a 50.000 acre tract (east portion of a 317.157 acre tract termed "Division No. Three"), as conveyed to Charles Davlin Story, by Doris Esther Story and Kempner Davlin Story, Jr., by Gift Deeds (2) dated November 5, 2008, and recorded in Instrument Nos. 2008004313 and 2008004320, of the Official Public Records of said County, and all of 267.157 acres (remainder of said 317.157 acre tract termed "Division No. Three"), as conveyed to Charles Davlin Story, by Kempner Davlin Story, Jr. and Doris Esther Story, by Gift Deeds (2) dated July 8, 2011, and recorded in Instrument Nos. 2011002074 and 2011002080, of the Official Public Records of said Uvalde County, Texas. Said 317.157 acre tract being bounded on the lower south/southwest, from east to west, by the Blanco Ranch, LLC (Blanco Ranch) 2656.547 acre tract, as recorded in Instrument No. 2012001272, of the Official Public Records of said County, and the Concan Ranch, LP 2013.001 acre tract,

designated as "Tract I", as recorded in Instrument No. 2009000751, of the Official Public Records of said County; on the west by the said Concan Ranch 2013.001 acre tract; on the north by the Jack Douglas Story 317.157 acre tract (termed "Division No. Four" -- Instrument Nos. 2008004312, 2008004321, 2011002075, & 2011002081, Official Public Records); and on the upper east, upper south, and lower east by the Elizabeth Jean Howard 317.157 acre tract (termed "Division No. Two" -- Instrument Nos. 2008004314, 2008004319, 2011002073, & 2011002079, Official Public Records). Said 317.157 acre tract being more fully described by metes and bounds, as follows:

BEGINNING at a 5/8" Steel Pin set on top of a mountain ridge, approximately 20 ft. north of an existing east/west fence, in the north line of Sur. No. 266, R. J. Hanson, the lower south line of said Sur. No. 961; in the north line of said Blanco Ranch 2656.547 acre tract; for the S.W. corner of said Howard 317.157 acre tract, the S.S.E. corner of said Charles Story 317.157 acre tract, and the S.S.E. corner of this tract; said 5/8" Steel Pin being distant 1969.47 ft. N 64° 15' 50" W (generally with said survey line and said property line) of another 5/8" Steel Pin found at a 3-way fence corner post, at the N.E. corner of said Sur. No. 266, the N.W. corner of Sur. No. 265, San Antonio Alazan Ditch Co., in the lower south line of said Sur. No. 961, same being the N.N.E. corner of said Blanco Ranch 2656.547 acre tract, and the W.N.W. corner of the Leonard M. Bond 192.20 acre tract (Vol. 237, Pgs. 190-194, Deed Records);

THENCE with the north side of said Blanco Ranch 2656.547 acre tract and a fenced and occupied middle north side of said Concan Ranch 2013.001 acre tract, respectively; along the lower south/southwest side of said Charles Story 317.157 acre tract, and the lower south/southwest side of this tract, unfenced (until noted), as follows:

N 64° 19' 49" W, with the lower south lines of said Sur. Nos. 961 and 962, respectively; the north line of said Sur. No. 266; at 1617.14 ft. pass the S.W. corner of said Sur. No. 961, the S.S.E. corner of said Sur. No. 962; total 2389.83 ft. to an old rock mound (found 7.47 ft. north of a 5/8" Steel Pin set at a 3-way fence corner post), in the lower south line of said Sur. No. 962, at the N.W. corner of said Sur. No. 266, the N.E. corner of said Sur. No. 284; at the N.W. corner of said Blanco Ranch 2656.547 acre tract, a middle N.E. corner of said Concan Ranch 2013.001 acre tract, for corner;

N 57° 15' 23" W, diverging northerly from said survey line; and converging with fence, 137.10 ft. to the center of a 5" cedar fence post, for corner;

N 67° 05' 18" W, now and continuing with fence, converging with said survey line, at 506.93 ft. cross the lower south line of said Sur. No. 962, the north line of said Sur. No. 284; total 832.39 ft. to the center of a 7" cedar 2-way fence corner post, found at a lower northeast re-entrant corner of said Concan Ranch 2013.001 acre tract (as fenced and occupied), the S.S.W. corner of said Charles Story 317.157 acre tract, and the S.S.W. corner of this tract; and

THENCE N 27° 56' 24" W, at 19.68 ft. re-cross the north line of said Sur. No. 284, the lower south line of said Sur. No. 962; total 641.01 ft. to the center of a 5" cedar 2-way fence corner post, found in the east/southeast line of Sur. No. 762, C. James Richarz, the lower west line of said Sur. No. 962; in an east/southeast side of said Concan Ranch 2013.001 acre tract; for an east re-entrant corner of said Concan Ranch 2013.001 acre tract (as fenced and occupied), the W.S.W. corner of said Charles Story 317.157 acre tract, and the W.S.W. corner of this tract;

THENCE with fence and said last-mentioned survey/property line, along the west side of said Charles Story 317.157 acre tract, and the west side of this tract, N 25° 05' 24" E 2224.02 ft. to a 5/8" Steel Pin set in fence, in said survey line, on the northwest side of a mountain, in a middle east side of said Concan Ranch 2013.001 acre tract; for a S.W. corner of said Jack Story 317.157 acre tract, the W.N.W. corner of said Charles Story 317.157 acre tract, and the W.N.W. corner of this tract;

THENCE leaving fence, said survey line, and said property line; and with the south side of said Jack Story 317.157 acre tract, along the north side of said Charles Story 317.157 acre tract, and the north side of this tract, unfenced, with 5/8" Steel Pins set at corners, as follows:

S 64° 54' 36" E, ascending said mountain, 260.00 ft. to a 5/8" Steel Pin set on the northwest side of the top of a mountain ridge;

N 65° 32' 15" E, along the northwest side of the top of said mountain ridge, 973.19 ft.;

S 64° 04' 19" E, descending along the north side of the top of said mountain ridge, 2642.95 ft.;

N 67° 18' 19" E, descending said mountain, at 333.83 ft. cross the middle east line of said Sur. No. 962, the west line of said Sur. No. 285; passing under electric transmission lines bearing S 35° 37' 12" E into this described tract; total 1170.65 ft. to a 5/8" Steel Pin set on the west bank of Blanco Creek, for corner;

N 71° 25' 19" E, crossing said Blanco Creek, 523.05 ft. to a 5/8" Steel Pin set on line, on the west side of said County Road No. 336; and

THENCE N 71° 25' 19" E, entering said County Road, 21.37 ft. to an 8" Nail Spike set flush in the center of said County Road, in the upper west side of said Howard 317.157 acre tract, at the S.E. corner of said Jack Story 317.157 acre tract; for the N.E. corner of said Charles Story 317.157 acre tract, and the N.E. corner of this tract;

THENCE with the centerline of said County Road No. 336, the upper west side of said Howard 317.157 acre tract, the upper east side of said Charles Story 317.157 acre tract, and the upper east side of this tract, with angle points at corners (no pins set), as follows:

S 31° 52' 26" E 146.65 ft.;

S 26° 04' 49" E, at 134.00 ft. cross the east line of said Sur. No. 285, the upper west line of said Sur. No. 961; total 244.74 ft.;

S 32° 54' 23" E 233.50 ft.;

S 39° 13' 56" E 354.56 ft.;

S 23° 29' 10" E 128.73 ft.; and

THENCE S 09° 14' 32" E 141.63 ft. to an 8" Nail Spike set flush in the center of said County Road, at the northwest re-entrant corner of said Howard 317.157 acre tract; for the E.S.E. corner of said Charles Story 317.157 acre tract, and the E.S.E. corner of this tract;

THENCE leaving the center of said County Road No. 336; and with the lower north and lower west sides of said Howard 317.157 acre tract; along the upper south and lower east sides of said Charles Story 317.157 acre tract, and the upper south and lower east sides of this tract, unfenced, with 5/8" Steel Pins set at corners, as follows:

WEST 19.51 ft. to a 5/8" Steel Pin set on line, on the

west side of said County Road;

WEST, leaving said road, at 603.45 ft. re-cross the upper west line of said Sur. No. 961, the east line of said Sur. No. 285; re-crossing said Blanco Creek; at 1504.53 ft. cross the south line of said Sur. No. 285, a lower north line of said Sur. No. 961; total 2423.45 ft. to a 5/8" Steel Pin set at the lower N.W. corner of said Howard 317.157 acre tract, the southeast re-entrant corner of said Charles Story 317.157 acre tract, and the southeast re-entrant corner of this tract;

S 28° 13' 05" W, ascending a mountain ridge, 1337.38 ft. to a 5/8" Steel Pin set on top of said ridge; and

THENCE S 16° 23' 00" W, along and over the top of said mountain, 1180.00 ft. to the place of BEGINNING:

NOTE: This described 317.157 acre tract is subject to the west one-half of a portion of gravelled County Road No. 336, lying within and along its entire upper east side.

NOTE: Bearings noted herein are true geodetic bearings based on Global Positioning System (GPS) and Global Navigation Satellite System (GNSS) observations (WGS '84 Datum).

Surveyed: November 12, 2007 - April 29, 2008 and April 25 - 29, 2013.

Field Crew Personnel: Spencer J. Burrell
Michael J. Koch
Ferd John Rock

THE STATE OF TEXAS)
COUNTY OF MEDINA)

I, Hilmar A. Koch, a Registered Professional Land Surveyor of the State of Texas, do hereby state that the foregoing Field Notes description and accompanying plat correctly represent an actual survey made under my supervision, on the ground, on the dates given.

STATE OF TEXAS
REGISTERED
HILMAR A. KOCH
2082
PROFESSIONAL
LAND SURVEYOR

Hilmar A. Koch
Registered Professional
Land Surveyor No. 2082

Attachment V

Jack Story Ranch – Division Four
Legal Description

Being 317.157 acres of land, known as Division No. Four, lying and being situated on and west of graveled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; and containing acreages in the various original Surveys, as follows:

Sur. No.	Original Grantee	Abst. No.	Acres
285	Saragossa Irr. & Mfg. Co.	589	15.411
864	Mrs. Rebecca Tate	1900	111.400
962	T. C. R.R. Co. (Charles Peters)	1491	160.295
1035	C.T. & M.C. R.R. Co.	1395	30.051
	Total Acres.....		317.157

said 317.157 acres being more particularly described by metes and bounds attached hereto and made a part hereof for all purposes.

JACK DOUGLAS STORY
"DIVISION NO. FOUR"
317.157 ACRE TRACT

THE STATE OF TEXAS)
COUNTY OF UVALDE)
Field Notes of a perimeter/boundary survey of a 317.157 acre tract of land, made for Jack Douglas Story and The Nature Conservancy.

Said 317.157 acre tract of land, known as Division No. Four, lying and being situated on and west of gravelled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; and containing acreages in the various original Surveys, as follows:

Sur. No.	Original Grantee	Abst. No.	Acres
285	Saragossa Irr. & Mfg. Co.	589	15.411
864	Mrs. Rebecca Tate	1900	111.400
962	T. C. R.R. Co. (Charles Peters)	1491	160.295
1035	C.T. & M.C. R.R. Co.	1395	30.051
	Total Acres		317.157

Said 317.157 acre tract of land being all of a 50.000 acre tract (east portion of a 317.157 acre tract termed "Division No. Four"), as conveyed to Jack Douglas Story, by Doris Esther Story and Kempner Davlin Story, Jr., by Gift Deeds (2) dated November 5, 2008, and recorded in Instrument Nos. 2008004312 and 2008004321, of the Official Public Records of said County, and all of 267.157 acres (remainder of said 317.157 acre tract termed "Division No. Four"), as conveyed to Jack Douglas Story, by Kempner Davlin Story, Jr. and Doris Esther Story, by Gift Deeds (2) dated July 8, 2011, and recorded in Instrument Nos. 2011002075 and 2011002081, of the Official Public Records of said Uvalde County, Texas. Said 317.157 acre tract being bounded on the south by the Charles Davlin Story 317.157 acre tract (termed "Division No. Three" -- Instrument Nos. 2008004313, 2008004320, 2011002074, & 2011002080, Official Public Records); on the southwest and west by the Concan Ranch, LP 2013.001

acre tract, designated as "Tract I", as recorded in Instrument No. 2009000751, of the Official Public Records of said County; on the north by the Peggy Lynn Brink 317.157 acre tract (termed "Division No. Five" -- Instrument Nos. 2008004316, 2008004323, 2011002076, & 2011002082, Official Public Records); and on the east by the Elizabeth Jean Howard 317.157 acre tract (termed "Division No. Two" -- Instrument Nos. 2008004314, 2008004319, 2011002073, & 2011002079, Official Public Records). Said 317.157 acre tract being more fully described by metes and bounds, as follows:

BEGINNING at the center of an 8" cedar 2-way fence corner post, found in the easternmost east line of Sur. No. 766, C. James Richarz, the upper west line of said Sur. No. 962; at the upper northeast re-entrant corner of said Concan Ranch 2013.001 acre tract (as fenced and occupied); for the W.S.W. corner of said Jack Story 317.157 acre tract, and the W.S.W. corner of this tract; said 8" cedar 2-way fence corner post being distant 3.65 ft. NORTH of the E.S.E. corner of said Sur. No. 766, the upper S.W. corner of said Sur. No. 962, in the north line of Sur. No. 762, C. James Richarz;

THENCE with fence, with the easternmost east line of said Sur. No. 766, the upper west line of said Sur. No. 962; along the upper east side of said Concan Ranch 2013.001 acre tract, the west side of said Jack Story 317.157 acre tract, and the west side of this tract, N 00° 00' 21" E 1210.02 ft. to a 5/8" Steel Pin set at a Steel "T" Post in fence, in said survey/property line, on top of a mountain ridge, at the S.W. corner of said Brink 317.157 acre tract; for the W.N.W. corner of said Jack Story 317.157 acre tract, and the W.N.W. corner of this tract;

THENCE leaving fence, said survey line, and said property line; and with the south side of said Brink 317.157 acre tract, along the north side of said Jack Story 317.157 acre tract, and the north side of this tract, unfenced, with 5/8" Steel Pins set at corners, as follows:

N 56° 21' 18" E, along and just north of the top of a mountain ridge, at 477.92 ft. cross the upper north line of said Sur. No. 962, the lower south line of said Sur. No. 1035; total 1900.00 ft.;

S 76° 02' 23" E, descending said mountain, 1328.05 ft.;

S 60° 35' 26" E, at 126.53 ft. cross the lower east line of said Sur. No. 1035, the west line of said Sur. No. 864; total 1293.13 ft. to a 5/8" Steel Pin set on the west side of a pasture road, for corner;

S 35° 51' 56" E 694.65 ft.;

S 19° 13' 33" E 1081.75 ft.;

S 54° 34' 16" E, crossing said pasture road and Blanco Creek, 1306.89 ft. to a 5/8" Steel Pin set on the north side of said pasture road, for corner;

N 89° 08' 28" E, passing under electric transmission lines bearing S 00° 31' 23" W into this described tract, 1095.75 ft. to a 5/8" Steel Pin set on line, on the west side of said County Road No. 336; and

THENCE N 89° 08' 28" E, entering said County Road, 17.07 ft. to an 8" Nail Spike set flush in the center of said County Road No. 336, at the S.S.E. corner of said Brink 317.157 acre tract, the S.S.W. corner of the William Davis Story 317.157 acre tract (termed "Division No. Six" -- Instrument Nos. 2008004317, 2008004322, 2011002077, & 2011002083, Official Public Records), for the N.N.W. corner of said Howard 317.157 acre tract, the E.N.E. corner of said Jack Story 317.157 acre tract, and the E.N.E. corner of this tract;

THENCE with the center of said County Road No. 336, the upper west side of said Howard 317.157 acre tract, the east side of said Jack Story 317.157 acre tract, and the east side of this tract, with angle points at corners (no pins set), as follows:

S 04° 17' 31" W 244.81 ft.;

S 04° 20' 50" E, at 101.45 ft. cross the south line of said Sur. No. 864, the north line of said Sur. No. 285; total 230.42 ft.;

S 18° 58' 39" E 98.65 ft. to a point in the center of said County Road, 25 ft. north of a "Y" in said road; and

THENCE S 31° 52' 26" E 72.02 ft. to an 8" Nail Spike set flush in the center of said County Road, in the upper west side of said Howard 317.157 acre tract, at the N.E. corner of said Charles Story 317.157 acre tract; for the S.E. corner of said Jack Story 317.157 acre tract, and the S.E. corner of this tract;

THENCE leaving the center of said County Road No. 336 and the upper west side of said Howard 317.157 acre tract; and with the north side of said Charles Story 317.157 acre tract, and a middle east and middle north sides of said Concan Ranch 2013.001 acre tract, respectively; along the south and southwest sides of said Jack Story 317.157 acre tract, and the south and southwest sides of this tract, unfenced (until noted), with 5/8" Steel Pins set at corners (unless otherwise noted), as follows:

S 71° 25' 19" W 21.37 ft. to a 5/8" Steel Pin set on line, on the west side of said County Road No. 336;

S 71° 25' 19" W, leaving said County Road, and re-crossing said Blanco Creek, 523.05 ft. to a 5/8" Steel Pin set on the west bank of said Blanco Creek, for corner;

S 87° 18' 19" W, ascending a mountain; re-passing under said electric transmission lines bearing S 35° 37' 12" E out of this described tract; at 836.82 ft. cross the west line of said Sur. No. 285, the middle east line of said Sur. No. 962; total 1170.65 ft. to a 5/8" Steel Pin set on the north side of the top of a mountain ridge, for corner;

N 64° 04' 19" W, ascending along the north side of the top of said ridge, 2642.95 ft. to a 5/8" Steel Pin set on the north side of the top of said ridge, for corner;

S 65° 32' 15" W, along the northwest side of the top of said mountain ridge, 973.19 ft.;

N 64° 54' 36" W 260.00 ft. to a 5/8" Steel Pin set in fence, on the northwest side of said mountain, in a middle east side of said Concan Ranch 2013.001 acre tract; in the lower west line of said Sur. No. 962, the east line of said Sur. No. 762; at the W.N.W. corner of said Charles Story 317.157 acre tract, for corner;

N 25° 05' 24" E, now with fence, said survey line (until noted), and an east side of said Concan Ranch 2013.001 acre tract, 95.00 ft. to a 5/8" Steel Pin set at a cedar stump 2-way fence corner post, for corner;

N 33° 57' 39" E, with fence, diverging easterly from said survey line, 44.08 ft. to a 5/8" Steel Pin set in fence, at a N.E. corner of said Concan Ranch 2013.001 acre tract, for corner;

N 64° 52' 30" W, unfenced, with a north side of said Concan Ranch 2013.001 acre tract (until noted); at 6.80 ft. pass the N.E. corner of said Sur. No. 762, the southwest re-entrant corner of said

Sur. No. 962; and thence with the north line of said Sur. No. 762, the westernmost south line of said Sur. No. 962 (until noted); at 15 ft. pass a 2-way fence corner post, and thence again and continuing with fence; total 1887.68 ft. to a Steel "T" fence post, for corner;

N 62° 44' 40" W, diverging northerly from said survey line, 64.52 ft. to the center of a 10" Spanish Oak tree 2-way fence corner;

N 29° 07' 46" W, leaving a north side of said Concan Ranch 2013.001 acre tract, and crossing a mountain drain, 69.15 ft. to the center of an 8" cedar tree 2-way fence corner;

N 86° 28' 45" W 68.41 ft. to the center of a 6" Live Oak tree 2-way fence corner; and

THENCE S 72° 26' 03" W 21.10 ft. to the place of BEGINNING.

NOTE: This described 317.157 acre tract is subject to the west one-half of a portion of gravelled County Road No. 336, lying within and along its entire east side.

NOTE: Bearings noted herein are true geodetic bearings based on Global Positioning System (GPS) and Global Navigation Satellite System (GNSS) observations (WGS '84 Datum).

Surveyed: November 12, 2007 - April 29, 2008 and April 25 - 29, 2013.

Field Crew Personnel: Spencer J. Burrell
Michael J. Koch
Ferd John Rock

THE STATE OF TEXAS)
COUNTY OF MEDINA)

I, Hilmar A. Koch, a Registered Professional Land Surveyor of the State of Texas, do hereby state that the foregoing Field Notes description and accompanying plat correctly represent an actual survey made under my supervision, on the ground, on the dates given.

STATE OF TEXAS REGISTERED HILMAR A. KOCH 2082 PROFESSIONAL LAND SURVEYOR

Hilmar A. Koch
Registered Professional
Land Surveyor No. 2082

Attachment VI

Brink Ranch – Division Five
Legal Description

Being 317.157 acres of land, known as Division No. Five, lying and being situated on and west of graveled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; and containing acreages in the various original Surveys, as follows:

Sur. No.	Original Grantee	Abst. No.	Acres
864	Mrs. Rebecca Tate	1900	151.809
962	T. C. R.R. Co. (Charles Peters)	1491	1.209
1035	C.T. & M.C. R.R. Co.	1395	164.139
		Total Acres.....	317.157

said 317.157 acres being more particularly described by metes and bounds attached hereto and made a part hereof for all purposes.

PEGGY LYNN BRINK
"DIVISION NO. FIVE"
317.157 ACRE TRACT

THE STATE OF TEXAS)
COUNTY OF UVALDE)

Field Notes of a perimeter/boundary survey of a 317.157 acre tract of land, made for Peggy Lynn Brink and The Nature Conservancy.

Said 317.157 acre tract of land, known as Division No. Five, lying and being situated on and west of gravelled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; and containing acreages in the various original Surveys, as follows:

Sur. No.	Original Grantee	Abst. No.	Acres
864	Mrs. Rebecca Tate	1900	151.809
962	T. C. R.R. Co. (Charles Peters)	1491	1.209
1035	C.T. & M.C. R.R. Co.	1395	164.139
	Total Acres		317.157

Said 317.157 acre tract of land being all of a 50.000 acre tract (middle portion of a 317.157 acre tract termed "Division No. Five"), as conveyed to Peggy Lynn Brink, by Doris Esther Story and Kempner Davlin Story, Jr., by Gift Deeds (2) dated November 5, 2008, and recorded in Instrument Nos. 2008004316 and 2008004323, of the Official Public Records of said County, and all of 267.157 acres (remainder of said 317.157 acre tract termed "Division No. Five"), as conveyed to Peggy Lynn Brink, by Kempner Davlin Story, Jr. and Doris Esther Story, by Gift Deeds (2) dated July 8, 2011, and recorded in Instrument Nos. 2011002076 and 2011002082, of the Official Public Records of said Uvalde County, Texas. Said 317.157 acre tract being bounded on the south by the Jack Douglas Story 317.157 acre tract (termed "Division No. Four" -- Instrument Nos. 2008004312, 2008004321, 2011002075, & 2011002081, Official Public Records); on the lower west by the Concan Ranch, LP 2013.001 acre tract, designated as "Tract I", as recorded in Instrument No. 2009000751, of the Official Public Records of said County; on the westernmost north

and upper west by the Betty J. Bludworth 169.55 acres, designated as "Third Tract", as recorded in Instrument No. 2012000254, of the Official Public Records of said County; and on the upper north, northeast, and east, from north to south, by the following: 1.) the said Betty J. Bludworth 169.55 acres, 2.) the Jack D. Story, et ux. 413.876 acre tract, as recorded in Instrument No. 2009004251, of the Official Public Records of said County; 3.) the William Davis Story 317.157 acre tract [termed "Division No. Six" -- Instrument Nos. 2008004317, 2008004322, 2011002077, & 2011002083, Official Public Records]; 4.) a 1.265 acre "Water Well" tract [this date surveyed -- middle portion of the Kempner Davlin Story, Jr. "called" 1906.75 acres -- Vol. 262, Pages 414-417, Deed Records and Vol. 368, Pages 714-717, Official Public Records], and 5.) the said William Davis Story 317.157 acre tract. Said 317.157 acre tract fully encompassing a wood-frame camp house and other improvements, with no overlapping thereof, and being more fully described by metes and bounds, as follows:

BEGINNING at an old 6" concrete-filled tile set upright, found at an angle point in the south line of Sur. No. 969, G.C. & S.F. R.R. Co., at the W.N.W. corner of said Sur. No. 1035, the N.E. corner of Sur. No. 766, C. James Richarz; in the south side of said Bludworth 169.55 acres, at the N.N.E. corner of said Conran Ranch 2013.001 acre tract; for the W.N.W. corner of said Brink 317.157 acre tract, and the W.N.W. corner of this tract; said old 5" tile being distant 16.58 ft. N 32° 03' 23" W of a fallen dead cedar tree 3-way fence corner, found at the "fenced" N.W. corner of said Bill Story 1906.75 acre ranch;

THENCE with the easternmost south line of said Sur. No. 969, the lower north line of said Sur. No. 1035; along a south line of said Bludworth 169.55 acres, the westernmost north line of said Brink 317.157 acre tract, and the westernmost north side of this tract, S 89° 34' 29" E, generally along but not with existing fence, passing and re-passing through said fence, 1937.22 ft. to an old 6" concrete-filled tile set upright, found in a rock mound, on the northeast side of said existing fence; at the S.E. corner of said Sur. No. 969, the northwest re-entrant corner of said Sur. No. 1035; at a S.E. corner of said Bludworth 169.55 acres; for a northwest re-entrant corner of said Brink 317.157 acre tract, and a northwest re-entrant corner of

this tract; said 6" concrete-filled tile being distant 37.34 ft. S 42° 48' 39" E of a 5/8" Steel Pin set at a 3-way fence corner post;

THENCE with the east line of said Sur. No. 969, the upper west line of said Sur. No. 1035; along an east side of said Bludworth 169.55 acres, the upper west side of said Brink 317.157 acre tract, and the upper west side of this tract, N 00° 36' 27" E, unfenced, east of and generally parallel to existing fence, 252.10 ft. to an old 6" concrete-filled tile set upright, found in said survey line, at a southeast re-entrant corner of said Bludworth 169.55 acres; for the N.N.W. corner of said Brink 317.157 acre tract, and the N.N.W. corner of this tract;

THENCE leaving said survey line; and with the upper north, northeast, and east sides of said Brink 317.157 acre tract; along the upper north, northeast, and east sides of this tract, unfenced (unless noted), with 5/8" Steel Pins set at property corners (unless otherwise noted), as follows:

S 89° 34' 29" E, entering said Sur. No. 1035, with an upper south side of said Bludworth 169.55 acres (until noted), 550.00 ft.;

S 40° 19' 03" E 526.10 ft. to an old 6" concrete-filled tile set upright, found 4.4 ft. north of existing fence, for corner;

N 67° 02' 41" E, along and converging toward said fence, 174.08 ft. to the center of a 12" cedar tree fence corner, for corner;

N 65° 40' 17" E, with fence, 143.42 ft. to the center of a 2-7/8" Steel Pipe 3-way fence corner post, at a S.E. corner of said Bludworth 169.55 acres, the S.W. corner of said Jack Story 413.876 acre tract, for corner;

N 62° 16' 45" E, with fence and now with the south and southwest sides of said Jack Story 413.876 acre tract (until noted), 39.44 ft. to the center of a 2-7/8" Steel Pipe fence corner post, for corner;

S 36° 15' 28" E, with fence, 24.93 ft. to the center of a 2-7/8" Steel Pipe 3-way fence corner post, for corner;

S 29° 00' 32" E, with fence, 147.21 ft. to a 5/8" Steel Pin set at a fence corner post, for corner;

S 20° 05' 23" E, with fence, at 214.61 ft. cross the lower east line of said Sur. No. 1035, the west line of said Sur.

No. 864; total 242.81 ft. to a 5/8" Steel Pin set at a fence corner post, for corner;

S 47° 44' 07" E, with fence, passing under electric transmission lines bearing S 05° 41' 51" E into this described tract, 588.23 ft. to a 5/8" Steel Pin set at a 3-way fence corner post, at a S.W. corner of said Jack Story 413.876 acre tract, the W.N.W. corner of said William Story 317.157 acre tract, for corner;

S 11° 32' 43" E, leaving fence and the south side of said Jack Story 413.876 acre tract; now with the west side of said William Story 317.157 acre tract (until noted); crossing and re-crossing Bailey Creek, 1356.01 ft.;

S 60° 09' 32" E 1274.04 ft.;

N 84° 20' 07" E, crossing a draw and ascending the west side of a mountain, 1350.00 ft.;

S 18° 14' 36" W, along the top of a ridge, partially descending said mountain, 1102.12 ft.;

S 31° 48' 34" E, descending said mountain, passing under electric transmission lines bearing S 68° 20' 38" W into this described tract, 678.49 ft. to a 5/8" Steel Pin set at a 2-way fence corner post, in the north side of a field, for corner;

N 70° 39' 54" E, with field fence, 219.32 ft.;

S 77° 05' 22" E, with field fence, 210.34 ft.;

S 89° 49' 39" E, with field fence, passing under electric transmission lines bearing S 23° 28' 55" E across a N.E. corner of this described tract, 125.13 ft.;

S 18° 52' 54" E, with field fence, re-passing under said electric transmission lines, and thence passing under another electric transmission line bearing S 67° 54' 56" W across a southeast corner of this described tract, 461.56 ft. to a 5/8" Steel Pin set in the north line of said 1.265 acre water well tract; at a S.W. corner of said William Story 317.157 acre tract, for corner;

S 87° 54' 55" W, with the north side of said 1.265 acre water well tract, re-passing under said last-mentioned electric transmission line, 295.01 ft.;

S 44° 14' 55" E, with the southwest side of said water well tract (until noted), 140.64 ft.;

S 55° 13' 59" E 130.27 ft. to a 5/8" Steel Pin set on the north side of County Road No. 336;

S 55° 13' 59" E, entering said County Road, 32.08 ft. to an 8" Nail Spike set flush in the center of said County Road, at the

S.W. corner of said 1.265 acre water well tract, in a northwest side of said William Story 317.157 acre tract, for an East corner of said Brink 317.157 acre tract, and an East corner of this tract;

S 72° 59' 15" W, now and continuing with the center of said County Road No. 336 (until noted), 39.33 ft. to a point in the center of said road, for corner;

S 41° 46' 32" W, crossing the Blanco Creek, 53.78 ft. to a point in the center of said road, for corner;

S 35° 17' 57" W 91.62 ft. to a point in the center of said road, for corner;

S 21° 24' 30" W 129.00 ft. to a point in the center of said road, for corner; and

THENCE S 04° 17' 31" W 55.56 ft. to an 8" Nail Spike set flush in the center of said road; at the S.S.W. corner of said William Story 317.157 acre tract, the E.N.E. corner of said Jack Story 317.157 acre tract, and the N.N.W. corner of the Elizabeth Jean Howard 317.157 acre tract (termed "Division No. Two" -- Instrument Nos. 2008004314, 2008004319, 2011002073, & 2011002079, Official Public Records); for the S.S.E. corner of said Brink 317.157 acre tract, and the S.S.E. corner of this tract;

THENCE leaving the center of said County Road No. 336; and with the north side of said Jack Story 317.157 acre tract; along the south side of said Brink 317.157 acre tract, and the south side of this tract, unfenced, with 5/8" Steel Pins set at corners, as follows:

S 89° 08' 28" W 17.07 ft. to a 5/8" Steel Pin set on line, on the west side of said County Road;

S 89° 08' 28" W, passing under electric transmission lines bearing N 00° 31' 23" E into this described tract, 1095.75 ft.;

N 54° 34' 16" W, re-crossing said Blanco Creek, 1306.89 ft.;

N 19° 13' 33" W 1081.75 ft.;

N 35° 51' 56" W 694.65 ft.;

N 60° 35' 26" W, at 1166.59 ft. re-cross the west line of said Sur. No. 864, the lower east line of said Sur. No. 1035; total 1293.13 ft.;

N 76° 02' 23" W, ascending a mountain, 1328.05 ft.; and

THENCE S 56° 21' 18" W, generally along the top of said mountain, at 1422.08 ft. cross the lower south line of said Sur. No. 1035, the upper north line of said Sur. No. 962; total 1900.00 ft. to a 5/8" Steel Pin set in fence, at a Steel "T" post, on top of said mountain; in the upper west line of said Sur. No. 962, the east line of said Sur. No. 766; in the upper east side of said Concan Ranch 2013.001 acre tract; for the W.N.W. corner of said Jack Story 317.157 acre tract, the S.W. corner of said Brink 317.157 acre tract, and the S.W. corner of this tract;

THENCE with the east line of said Sur. No. 766, with the upper west line of said Sur. No. 962 and the lower west line of said Sur. No. 1035, respectively; along the upper east line of said Concan Ranch 2013.001 acre tract, the lower west side of said Brink 317.157 acre tract, and the lower west side of this tract, N 00° 00' 36" W, with fence, at 264.79 ft. pass the N.W. corner of said Sur. No. 962, the S.W. corner of said Sur. No. 1035; total 2900.17 ft. to an angle point in fence (fence fallen), for corner; and N 01° 08' 15" W, leaving said fence, 36.57 ft. to the place of BEGINNING:

NOTE: This described 317.157 acre tract is subject to the west one-half of a portion of gravelled County Road No. 336, lying within and along its lower east side.

NOTE: Bearings noted herein are true geodetic bearings based on Global Positioning System (GPS) and Global Navigation Satellite System (GNSS) observations (WGS '84 Datum).

Surveyed: November 12, 2007 - April 29, 2008 and April 25 - 29, 2013.

Field Crew Personnel: Spencer J. Burrell
Michael J. Koch
Ferd John Rock

THE STATE OF TEXAS)
COUNTY OF MEDINA)

I, Hilmar A. Koch, a Registered Professional Land Surveyor of the State of Texas, do hereby state that the foregoing Field Notes description and accompanying plat correctly represent an actual survey made under my supervision, on the ground, on the dates given.

STATE OF TEXAS
REGISTERED
HILMAR A. KOCH
2082
PROFESSIONAL
LAND SURVEYOR

Hilmar A. Koch
Registered Professional
Land Surveyor No. 2082

Attachment VII

William Story Ranch – Division Six
Legal Description

Being 317.157 acres of land, known as Division No. Six, lying and being situated on and on both sides of graveled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; and containing acreages in the various original Surveys, as follows:

Sur. No.	Original Grantee	Abst. No.	Acres
864	Mrs. Rebecca Tate	190	316.109
975	G.C. & S.F. R.R. Co.	968	1.043
—	Un-surveyed State Land	----	0.005
	Total Acres.....		317.157

said 317.157 acres being more particularly described by metes and bounds attached hereto and made a part hereof for all purposes.

WILLIAM DAVIS STORY
"DIVISION NO. SIX"
317.157 ACRE TRACT

THE STATE OF TEXAS)
COUNTY OF UVALDE)

Field Notes of a perimeter/boundary survey of a 317.157 acre tract of land, made for William Davis Story and The Nature Conservancy.

Said 317.157 acre tract of land, known as Division No. Six, lying and being situated on and on both sides of gravelled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; and containing acreages in the various original Surveys, as follows:

Sur. No.	Original Grantee	Abst. No.	Acres
864	Mrs. Rebecca Tate	190	316.109
975	G.C. & S.F. R.R. Co.	968	1.043
---	Un-surveyed State Land	----	0.005
	Total Acres		317.157

Said 317.157 acre tract of land being all of a 50.000 acre tract (south portion of a 317.157 acre tract termed "Division No. Six"), as conveyed to William Davis Story, by Doris Esther Story and Kempner Davlin Story, Jr., by Gift Deeds (2) dated November 5, 2008, and recorded in Instrument Nos. 2008004317 and 2008004322, of the Official Public Records of said County, and all of 267.157 acres (remainder of said 317.157 acre tract termed "Division No. Six"), as conveyed to William Davis Story, by Kempner Davlin Story, Jr. and Doris Esther Story, by Gift Deeds (2) dated July 8, 2011, and recorded in Instrument Nos. 2011002077 and 2011002083, of the Official Public Records of said Uvalde County, Texas. Said 317.157 acre tract being bounded on the south by the Elizabeth Jean Howard 317.157 acre tract (termed "Division No. Two" -- Instrument Nos. 2008004314, 2008004319, 2011002073, & 2011002079, Official Public Records); on the west/southwest, from south to north, by the following: 1.) the Peggy Lynn Brink 317.157 acre tract [termed "Division No. Five" -- Instrument Nos. 2008004316, 2008004323, 2011002076, & 2011002082, Official Public Records], 2.) a 1.265 acre

"Water Well" tract [this date surveyed -- middle portion of the Kempner Davlin Story, Jr. "called" 1906.75 acres -- Vol. 262, Pages 414-417, Deed Records and Vol. 368, Pages 714-717, Official Public Records], and 3.) the said Peggy Lynn Brink 317.157 acre tract; on the north by the Jack D. Story, et ux. 413.876 acre tract, as recorded in Instrument No. 2009004251, of the Official Public Records of said County; and on the east by the John McNair Family 2012 Irrevocable Trust (McNair) 782.710 acre tract, as recorded in Instrument No. 2012004443, of the Official Public Records of said Uvalde County. Said 317.157 acre tract being more fully described by metes and bounds, as follows:

BEGINNING at a 5/8" Steel Pin set at a 3-way fence corner post, at a S.E. corner of said Jack Story 413.876 acre tract, the upper N.W. corner of said McNair 782.710 acre tract; for the N.N.E. corner of said William Story 317.157 acre tract, and the N.N.E. corner of this tract; said 5/8" Steel Pin being distant 105.17 ft. N 86° 20' 35" W of the N.E. corner of said Sur. No. 864, a southwest re-entrant corner of said Sur. No. 975;

THENCE leaving the south side of said Jack Story 413.876 acre tract; and with fence (unless noted) and the upper west side of said McNair 782.710 acre tract; along the east side of said William Story 317.157 acre tract, and the east side of this tract, with the center of cedar fence corner posts, found at corners (unless noted), as follows:

S 04° 48' 45" W, at 1156.09 ft. cross the east line of said Sur. No. 864, a middle west line of said Sur. No. 975; total 1374.53 ft. to a 5/8" Steel Pin set at a fence corner post, for corner;

S 11° 04' 51" W 898.62 ft. to a 5/8" Steel Pin set at a fence corner post, for corner;

S 08° 30' 52" W 151.55 ft.;

S 08° 03' 10" W 326.75 ft.;

S 09° 11' 45" W 1017.43 ft. to a 5/8" Steel Pin set at a 3-way fence corner post, for corner;

S 19° 46' 16" W, passing under electric transmission lines bearing N 82° 45' 41" W into this described tract, 137.50 ft. to a 5/8" Steel Pin set at a fence corner post, for corner;

S 19° 17' 56" W, at 54.32 ft. re-cross the east line of said Sur. No. 864, a middle west line of said Sur. No. 975; total 231.49 ft.;

S 34° 53' 20" W 35.90 ft. to a 3-way fence corner post, for corner;

S 68° 53' 37" W 304.16 ft. to a fence corner post, found on the north side of said County Road No. 336, at the W.N.W. corner of said McNair 782.710 acre tract, for corner;

S 06° 37' 25" E, crossing said County Road, 46.27 ft. to a cedar fence corner post, found on the south side of said County Road No. 336, for corner;

S 07° 42' 36" E, crossing Blanco Creek, 207.90 ft. to a fence post found at the south terminal of existing fence, at the base of a bluff, for corner;

N 78° 10' 05" E, unfenced, with line of old fence and the base of said bluff, 177.68 ft. to an old 2-way fence corner post at the base of said bluff, for corner;

S 20° 22' 25" E 92.01 ft. to a dead 8" cedar tree 3-way fence corner; and

THENCE S 10° 31' 00" E, at 46.29 ft. cross the east line of said Sur. No. 864, the west line of said un-surveyed State Land; total 82.59 ft. to a 2-way cedar fence corner post found in the southwest side of said McNair 782.710 acre tract; for the N.N.E. corner of said Howard 317.157 acre tract, the S.S.E. corner of said William Story 317.157 acre tract, and the S.S.E. corner of this tract;

THENCE leaving fence and said McNair property line; and with the upper north side of said Howard 317.157 acre tract; along the lower south side of said William Story 317.157 acre tract, and the lower south side of this tract, S 89° 12' 46" W, unfenced, at 12.95 ft. re-cross said last-mentioned survey line; total 908.60 ft. to an 8" Nail Spike set flush in the center of said County Road No. 336; at the S.S.E. corner of said Brink 317.157 acre tract, the E.N.E. corner of the Jack Douglas Story 317.157 acre tract (termed "Division No. Four" -- Instrument Nos. 2008004312, 2008004321, 2011002075, & 2011002081, Official Public Records); for the N.N.W. corner of said Howard 317.157 acre tract, the S.S.W. corner of said William Story 317.157 acre tract, and the S.S.W. corner of this tract; said 8" Nail Spike being distant 17.07 ft. N 89° 08' 28" E (with the north line of said

Jack Story 317.157 acre tract, the south line of said Brink 317.157 acre tract) of a 5/8" Steel Pin set on the west side of said County Road;

THENCE with the centerline of said County Road No. 336 and the lower east side of said Brink 317.157 acre tract (until noted); the south, east, and north sides of said 1.265 acre "Water Well" tract; and the northeast side of said Brink 317.157 acre tract, respectively; along the west side of said William Story 317.157 acre tract, and the west side of this tract, unfenced (unless noted), with angle points in the center of said County Road, at corners (no pins set until noted), as follows:

N 04° 17' 31" E 55.56 ft.;
N 21° 24' 30" E 129.00 ft.;
N 35° 17' 57" E 91.62 ft.;
N 41° 46' 32" E, re-crossing said Blanco Creek, 53.78 ft.;
N 72° 59' 15" E, at 39.33 ft. pass an 8" Nail Spike set flush in the center of said County Road, at an east corner of said Brink 317.157 acre tract, the S.S.W. corner of said 1.265 acre "Water Well" tract, and thence with the south side of said "Water Well" tract (until noted); total 64.00 ft.;

N 88° 20' 54" E 124.75 ft. to an 8" Nail Spike set flush in the center of said County Road, at the S.E. corner of said 1.265 acre "Water Well" tract, a northwest re-entrant corner of this tract;

N 01° 22' 27" E, leaving the center of said County Road, and with the east side of said "Water Well" tract; at 17.08 ft. pass a 5/8" Steel Pin set on line, on the north side of said County Road No. 336; total 196.57 ft. to a 5/8" Steel Pin set at the N.E. corner of said "Water Well" tract, for corner;

S 87° 54' 57" W, now with the north side of said "Water Well" tract, 89.75 ft. to a 5/8" Steel Pin set in a north/south fence, in the north side of said "Water Well" tract, at a S.E. corner of said Brink 317.157 acre tract, for a S.W. corner of said William Story 317.157 acre tract, and a S.W. corner of this tract;

N 18° 52' 54" W, with field fence, leaving the north side of said 1.265 acre "Water Well" tract, and continuing with the northeast side of said Brink 317.157 acre tract (until noted), passing under electric transmission lines bearing N 67° 54' 56" E into this described tract, and thence passing under another electric

transmission line bearing S 23° 28′ 55″ E into this described tract, 461.56 ft. to a 5/8″ Steel Pin set at a 3-way fence corner post, for corner;

N 89° 49' 39" W, with field fence, re-passing under last-mentioned electric transmission line, 125.13 ft. to a 5/8″ Steel Pin set at a fence corner post, for corner;

N 77° 05' 22" W, with field fence, 210.34 ft. to a 5/8″ Steel Pin set at a double 20″ Live Oak tree fence corner, for corner;

S 70° 39' 54" W, with field fence, 219.32 ft. to a 5/8″ Steel Pin set at a 32″ Elm tree fence corner, for corner;

N 31° 48' 34" W, leaving said field fence, now and continuing unfenced; passing under electric transmission lines bearing N 68° 20′ 38″ E into this described tract; and thence ascending a mountain ridge, 678.49 ft. to a 5/8″ Steel Pin set on said mountain ridge, for corner;

N 18° 14' 36" E, ascending and along the top of said ridge, 1102.12 ft. to a 5/8″ Steel Pin set on the west side of the top of said mountain, for corner;

S 84° 20' 07" W, descending said mountain, and crossing a draw, 1350.00 ft. to a 5/8″ Steel Pin set in a flat, for corner;

N 60° 09' 32" W 1274.04 ft. to a 5/8″ Steel Pin set for corner; and

THENCE N 11° 32' 43" W, crossing and re-crossing Bailey Creek, 1356.01 ft. to a 5/8″ Steel Pin set at a 3-way fence corner post; at an angle point in the south side of said Jack Story 413.876 acre tract; for a N.E. corner of said Brink 317.157 acre tract, the W.N.W. corner of said William Story 317.157 acre tract, and the W.N.W. corner of this tract;

THENCE leaving the northeast side of said Brink 317.157 acre tract; and with fence and the south side of said Jack Story 413.876 acre tract; along the north side of said William Story 317.157 acre tract, and the north side of this tract, as follows:

N 85° 44' 30" E 454.65 ft. to a 5/8″ Steel Pin set at a fence corner post, for corner;

N 40° 39' 59" E 511.04 ft. to a 5/8″ Steel Pin set at a fence corner post, for corner;

S 66° 59' 25" E 331.12 ft. to the center of a 10″ cedar fence corner post, for corner;

Cont. Page 6 of 6, William Davis Story -- 317.157 Acre Tract.

N 41° 52' 10" E 709.07 ft. to the center of an 8" cedar fence corner post, for corner;

S 41° 00' 48" E 51.06 ft. to the center of a 10" Spanish Oak tree fence corner;

S 78° 26' 28" E 688.29 ft. to the center of a 7" Cedar tree fence corner;

S 81° 45' 39" E 1079.32 ft. to the center of a 4" Live Oak tree fence corner;

S 78° 56' 42" E 745.63 ft. to the center of a 16" Blue Oak tree fence corner;

S 85° 15' 19" E 224.57 ft. to the center of a 12" Blue Oak tree fence corner;

S 75° 59' 01" E 50.10 ft. to the center of a 12" Cedar tree fence corner;

S 81° 46' 30" E 352.17 ft. to the center of a dead 8" Cedar tree fence corner; and

THENCE S 74° 48' 11" E 88.36 ft. to the place of BEGINNING:

NOTE: This described 317.157 acre tract is subject to portions of gravelled County Road No. 336, passing through its south portion and lying within and along its lower west side.

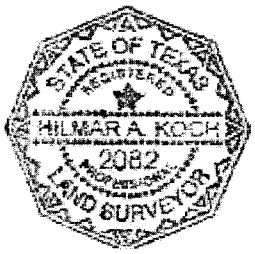
NOTE: Bearings noted herein are true geodetic bearings based on Global Positioning System (GPS) and Global Navigation Satellite System (GNSS) observations (WGS '84 Datum).

Surveyed: November 12, 2007 - April 29, 2008 and April 25 - 29, 2013.

Field Crew Personnel: Spencer J. Burrell
Michael J. Koch
Ferd John Rock

THE STATE OF TEXAS)
COUNTY OF MEDINA)

I, Hilmar A. Koch, a Registered Professional Land Surveyor of the State of Texas, do hereby state that the foregoing Field Notes description and accompanying plat correctly represent an actual survey made under my supervision, on the ground, on the dates given.



Hilmar A. Koch
Registered Professional
Land Surveyor No. 2082

Attachment VIII

Kempner Story Ranch
Legal Description

Tract One: Being a 18.203 acre tract of land, known as the "House" tract, lying and being situated on and northeast of graveled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; and containing 0.157 acre lying within Survey No. 267, Saragossa Irr. & Mfg. Co., Original Grantee, Abstract No. 591, and 18.046 acres lying within Survey No. 1524, Luis Castanon, Original Grantee, Abstract No. 129. Said 18.203 acre tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

Tract Two: Being a 2.933 acre tract of land, known as the "Spring Area" tract, lying and being situated east of County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; all within Survey No. 1524, Luis Castanon, Original Grantee, Abstract No. 129. Said 2.933 acre tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof for all purposes.

Tract Three: Being a 1.265 acre tract of land, known as the "Water Well" tract, lying and being situated on and north of graveled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; all within Survey No. 864, Mrs. Rebecca Tate, Original Grantee, Abstract No. 1900. Said 1.265 acre tract being more particularly described by metes and bounds in Exhibit "C" attached hereto and made a part hereof for all purposes.

THE STATE OF TEXAS)
COUNTY OF UVALDE)

Field Notes of a perimeter/boundary survey of an 18.203 acre tract of land, made for Kempner Davlin "Bill" Story, Jr. and The Nature Conservancy.

Said 18.203 acre tract of land, known as the "House" tract, lying and being situated on and northeast of gravelled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; and containing 0.157 acre lying within Sur. No. 267, Saragossa Irr. & Mfg. Co., Original Grantee, Abst. No. 591, and 18.046 acres lying within Sur. No. 1524, Luis Castanon, Original Grantee, Abst. No. 129. Said 18.203 acre tract of land being a south middle portion of the same land referred to as 1906.75 acres, designated as No. "2", as conveyed to Kempner Davlin Story, Jr., by Jack D. Story, et. al., by Judgment (Cause No. 14,684) dated February 25, 1985, and recorded in Vol. 262, Pages 414-417, of the Deed Records of said Uvalde County, Texas (partially described in Vol. 116, Pages 182-184, Deed Records), and as conveyed to Doris Esther Story (1/2 interest), by Kempner Davlin Story, Jr., by Gift Deed dated August 13, 1996, and recorded in Vol. 368, Pages 714-717, of the Official Public Records of said Uvalde County. Said 18.203 acre house tract being bounded on the north and southeast by the Sharon Anne McCauley 317.157 acre tract (termed "Division No. One" -- Instrument Nos. 2008004315, 2008004318, 2011002072, & 2011002078, Official Public Records); on the south by the Leonard M. Bond 192.20 acre tract, as recorded in Vol. 237, Pages 190-194, of the Deed Records of said County; and on the southwest by the centerline of said County Road No. 336, same being the lower northeast side of the Elizabeth Jean Howard 317.157 acre tract (termed "Division No. Two" -- Instrument Nos. 2008004314, 2008004319, 2011002073, & 2011002079, Official Public Records). Said 18.203 acre tract fully encompassing the Bill Story home and improvements, with

no overlapping thereof, and being more fully described by metes and bounds, as follows:

BEGINNING at a point (in said Sur. No. 267) in the center of a cattleguard, in the centerline of said County Road No. 336, in the north side of said Bond 192.20 acre tract, the south side of said Story "called" 1906.75 acres (both as fenced and occupied); for the E.S.E. corner of said Howard 317.157 acre tract, and the S.W. corner of this tract; said point being distant 9.04 ft. S 89° 28' 04" W (with said property line) of the center of a 4" Steel Pipe fence post, found on the east side of said cattleguard and said County Road; with said beginning point also being distant 438.74 ft. S 49° 05' 40" E of the N.W. corner of said Sur. No. 267, the lower N.E. corner of Sur. No. 961, T. C. R.R. Co., in the south line of said Sur. No. 1524;

THENCE leaving said cattleguard, the north side of said Bond 192.20 acre tract, and the south side of said Story "called" 1906.75 acres; and with the centerline of said County Road No. 336, along the lower northeast side of said Howard 317.157 acre tract, and the westernmost southwest side of this tract, unfenced, with angle points at corners (no pins set), as follows:

N 07° 57' 28" W 79.30 ft.;
N 24° 57' 04" W, at 35.67 ft. cross the north line of said Sur. No. 267, the south line of said Sur. No. 1524; total 85.01 ft.;
N 34° 52' 17" W, passing under electric transmission lines bearing N 29° 30' 48" E across this described tract, 102.32 ft.;
N 40° 38' 51" W 270.16 ft.; and

THENCE N 41° 35' 03" W 166.00 ft. to an 8" Nail Spike set flush in the center of said County Road, in the lower northeast side of said Howard 317.157 acre tract, at the westernmost South corner of said McCauley 317.157 acre tract; for the West/W.N.W. corner of this tract;

THENCE leaving the centerline of said County Road No. 336 and the lower northeast side of said Howard 317.157 acre tract; and with

a south side of said McCauley 317.157 acre tract, along the north side of this tract, unfenced (unless noted), as follows:

N 55° 03' 17" E, at 6.64 ft. pass a 5/8" Steel Pin set on line on the northeast side of said County Road; crossing Blanco Creek; at 275.91 ft. pass the centerline of the south terminal of a 40.00 ft. wide waterline easement (this date surveyed -- crossing said McCauley 317.157 acre tract -- waterline access from 2.933 acre "Spring Area" tract [this date surveyed] to this described tract); total 375.36 ft. to a 5/8" Steel Pin set for corner;

S 86° 21' 44" E, re-passing under said electric transmission lines, 588.34 ft. to a 5/8" Steel Pin set at the base of a multi-trunked Live Oak tree fence corner;

S 70° 47' 12" E 343.12 ft. to the center of a 20" Live Oak tree 2-way fence corner; and

THENCE S 46° 59' 34" E, with fence, 292.26 ft. to the center of a 14" Live Oak tree 2-way fence corner, at a west re-entrant corner of said McCauley 317.157 acre tract; for the N.E. corner of this tract;

THENCE with fence; and with west and northwest sides of said McCauley 317.157 acre tract; along the east and southeast sides of this tract, as follows:

S 12° 20' 47" E 17.61 ft. to the center of a 15" Live Oak tree 2-way fence corner, at the easternmost corner of this described tract;

S 05° 12' 39" W 28.00 ft. to the center of a 16" Live Oak tree 3-way fence corner; and

THENCE S 45° 10' 10" W, crossing a field, 743.78 ft. to a Steel Pipe 3-way fence corner post, in the north side of said Bond 192.20 acre tract, the south side of said Story "called" 1906.75 acres (as fenced and occupied); for a West corner of said McCauley 317.157 acre tract, and the easternmost South/S.E. corner of this tract;

THENCE with fence and the north side of said Bond 192.20 acre

tract; along the south side of said Story "called" 1906.75 acres (as fenced and occupied), and the south side of this tract, as follows:

N 50° 33' 42" W 364.31 ft. to the center of a 4" Steel Pipe 3-way fence corner post, for corner;

S 62° 44' 10" W 208.32 ft. to the center of a 16" Pecan tree 2-way fence corner;

S 89° 09' 43" W 39.24 ft. to said 4" Steel Pipe fence post, found on the east side of said County Road No. 336, for corner; and

THENCE S 89° 28' 04" W, entering said County Road, 9.04 ft. to the place of **BEGINNING**:

NOTE: This described 18.203 acre tract is subject to the east/northeast one-half of a portion of gravelled County Road No. 336, lying within and along its entire westernmost southwest side.

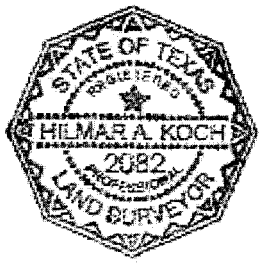
NOTE: Bearings noted herein are true geodetic bearings based on Global Positioning System (GPS) and Global Navigation Satellite System (GNSS) observations (WGS '84 Datum).

Surveyed: November 12, 2007 - April 29, 2008 and April 25 - 29, 2013.

Field Crew Personnel: Spencer J. Burrell
Michael J. Koch
Ferd John Rock

THE STATE OF TEXAS)
COUNTY OF MEDINA)

I, Hilmar A. Koch, a Registered Professional Land Surveyor of the State of Texas, do hereby state that the foregoing Field Notes description and accompanying plat correctly represent an actual survey made under my supervision, on the ground, on the dates given.



Hilmar A. Koch
Registered Professional
Land Surveyor No. 2082

THE STATE OF TEXAS)
COUNTY OF UVALDE)

Field Notes of a perimeter/boundary survey of a 2.933 acre tract of land, made for Kempner Davlin "Bill" Story, Jr. and The Nature Conservancy.

Said 2.933 acre tract of land, known as the "Spring Area" tract, lying and being situated east of County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; all within Sur. No. 1524, Luis Castanon, Original Grantee, Abst. No. 129. Said 2.933 acre spring area tract of land being a middle portion of the same land referred to as 1906.75 acres, designated as No. "2", as conveyed to Kempner Davlin Story, Jr., by Jack D. Story, et.al., by Judgment (Cause No. 14,684) dated February 25, 1985, and recorded in Vol. 262, Pages 414-417, of the Deed Records of said Uvalde County, Texas (partially described in Vol. 116, Pages 182-184, Deed Records), and as conveyed to Doris Esther Story (1/2 interest), by Kempner Davlin Story, Jr., by Gift Deed dated August 13, 1996, and recorded in Vol. 368, Pages 714-717, of the Official Public Records of said Uvalde County. Said 2.933 acre spring area tract being bounded on the north and east by the Elizabeth Jean Howard 317.157 acre tract (termed "Division No. Two" -- Instrument Nos. 2008004314, 2008004319, 2011002073, & 2011002079, Official Public Records); and on the southeast and west by the Sharon Anne McCauley 317.157 acre tract (termed "Division No. One" -- Instrument Nos. 2008004315, 2008004318, 2011002072, & 2011002078, Official Public Records). Said 2.933 acre spring area tract fully encompassing a natural spring, located on the southwest slope of a mountain, and being more fully described by notes and bounds, as follows:

BEGINNING at a 5/8" Steel Pin set on the east side of Blanco Creek, near the bottom of the southwest side of a mountain, at a

north re-entrant corner of said McCauley 317.157 acre tract; for the South/S.W. corner of this tract; said 5/8" Steel Pin being distant 563.04 ft. S 62° 07' 22" E of an 8" Nail Spike set flush in the center of said County Road No. 336, at the East re-entrant corner of said Howard 317.157 acre tract, the Westernmost West corner of said McCauley 317.157 acre tract; and being distant 4424.76 ft. N 53° 32' 05" W of another 5/8" Steel Pin found at a 2-way fence corner post, at the S.S.E. corner of said Story "called" 1906.75 acres (as fenced and occupied); with said beginning 5/8" Steel Pin also being distant 1078.50 ft. N 73° 36' 07" E of the West/S.W. corner of said Sur. No. 1524, the East re-entrant corner of Sur. No. 961, T. C. R.R. Co.;

THENCE with an east line of said McCauley 317.157 acre tract; along the west side of this tract, N 15° 17' 21" W, unfenced, along the east side of said Blanco Creek, 666.85 ft. to a 5/8" Steel Pin set on the northeast side of said Creek, at a southeast re-entrant corner of said Howard 317.157 acre tract, the westernmost N.E. corner of said McCauley 317.157 acre tract; for the N.W. corner of this tract;

THENCE with an upper south line of said Howard 317.157 acre tract; along the north side of this tract, N 74° 42' 40" E, unfenced, ascending a bluff of said mountain, 150.00 ft. to a point (no pin set) on the west steep slope of said mountain, at a southwest re-entrant corner of said Howard 317.157 acre tract; for the N.E. corner of this tract;

THENCE with a west/southwest line of said Howard 317.157 acre tract; along the east/northeast side of this tract, S 29° 02' 43" E, unfenced, 511.09 ft. to a 5/8" Steel Pin set on the southwest slope of said mountain, at an angle point in the upper northwest side of said McCauley 317.157 acre tract, a South corner of said Howard 317.157 acre tract; for the S.E./East corner of this tract;

THENCE with an upper northwest side of said McCauley 317.157 acre tract; along the southeast side of this tract, S 42° 35' 49" W, unfenced, descending said southwest slope, at 286.75 ft. pass the centerline of the north terminal of a 40.00 ft. wide waterline

easement (this date surveyed -- crossing said McCauley 317.157 acre tract -- waterline access from this described tract to an 18.203 acre "House" tract [this date surveyed]); total 320.58 ft. to the place of **BEGINNING**:

NOTE: Bearings noted herein are true geodetic bearings based on Global Positioning System (GPS) and Global Navigation Satellite System (GNSS) observations (WGS '84 Datum).

Surveyed: November 12, 2007 - April 29, 2008 and April 25 - 29, 2013.

Field Crew Personnel: Spencer J. Burrell
Michael J. Koch
Ferd John Rock

THE STATE OF TEXAS)
COUNTY OF MEDINA)

I, Hilmar A. Koch, a Registered Professional Land Surveyor of the State of Texas, do hereby state that the foregoing Field Notes description and accompanying plat correctly represent an actual survey made under my supervision, on the ground, on the dates given.

STATE OF TEXAS
REGISTERED
HILMAR A. KOCH
2082
PROFESSIONAL
LAND SURVEYOR

Hilmar A. Koch
Registered Professional
Land Surveyor No. 2082

THE STATE OF TEXAS)
COUNTY OF UVALDE)

Field Notes of a perimeter/boundary survey of a 1.265 acre tract of land, made for Kempner Davlin "Bill" Story, Jr. and The Nature Conservancy.

Said 1.265 acre tract of land, known as the "Water Well" tract, lying and being situated on and north of gravelled County Road No. 336, northwest of Sabinal, in Uvalde County, Texas; about 21.8 miles N 25° E of the City of Uvalde, the County Seat; all within Sur. No. 864, Mrs. Rebecca Tate, Original Grantee, Abst. No. 1900. Said 1.265 acre water well tract being a middle portion of the same land referred to as 1906.75 acres, designated as No. "2", as conveyed to Kempner Davlin Story, Jr., by Jack D. Story, et al., by Judgment (Cause No. 14,684) dated February 25, 1985, and recorded in Vol. 262, Pages 414-417, of the Deed Records of said Uvalde County, Texas (partially described in Vol. 116, Pages 182-184, Deed Records), and as conveyed to Doris Esther Story (1/2 interest), by Kempner Davlin Story, Jr., by Gift Deed dated August 13, 1996, and recorded in Vol. 368, Pages 714-717, of the Official Public Records of said Uvalde County. Said 1.265 acre water well tract being bounded on the east and south by the William Davis Story 317.157 acre tract (termed "Division No. Six" -- Instrument Nos. 2008004317, 2008004322, 2011002077, & 2011002083, Official Public Records); on the southwest by the Peggy Lynn Brink 317.157 acre tract (termed "Division No. Five" -- Instrument Nos. 2008004316, 2008004323, 2011002076, & 2011002082, Official Public Records); and on the north, from west to east, by the said Brink 317.157 acre tract and the said William Story 317.157 acre tract. Said 1.265 acre tract fully encompassing a domestic water well, an old camp house, and a mobile home, with no overlapping of improvements, and being more fully described by metes and bounds, as follows:

BEGINNING at an 8" Nail Spike set flush in the center of said County Road No. 336, at the lower northwest re-entrant corner of said William Story 317.157 acre tract; for the S.E. corner of this tract; said 8" Nail Spike being distant 158.46 ft. S 09° 28' 54" E of the center of said domestic water well, and being distant 4483.90 ft. S 16° 30' 49" W of a 5/8" Steel Pin set at a 3-way fence corner post,

at the upper N.E. corner of said Story "called" 1906.75 acres; with said 8" Nail Spike also being distant 935.42 ft. N 30° 57' 27" W of the S.E. corner of said Sur. No. 864, the W.S.W. corner of an unsurveyed State Land tract, in the upper north line of Sur. No. 961, T. C. R.R. Co.;

THENCE with the centerline of said County Road No. 336; along a lower north line of said William Story 317.157 acre tract, and the south side of this tract, unfenced, S 88° 20' 54" W 124.75 ft. to a point in the centerline of said road, for corner, and S 72° 59' 15" W 24.67 ft. to an 8" Nail Spike set flush in the center of said County Road, at a lower east corner of said Brink 317.157 acre tract; for the S.S.W. corner of this tract;

THENCE leaving the centerline of said County Road No. 336 and the lower north/northwest side of said William Story 317.157 acre tract; and with a lower northeast side of said Brink 317.157 acre tract; along the southwest side of this tract, unfenced (until noted), as follows:

N 55° 13' 59" W 32.08 ft. to a 5/8" Steel Pin set on line, on the northwest side of said County Road;
N 55° 13' 59" W, leaving said Road, 130.27 ft. to a 5/8" Steel Pin set at a 10" Live Oak tree 2-way fence corner; and

THENCE N 44° 14' 55" W, now with fence, 140.64 ft. to a 5/8" Steel Pin set at a 2-way fence corner post, at a southeast re-entrant corner of said Brink 317.157 acre tract; for the N.W. corner of this tract;

THENCE with south lines of said Brink 317.157 acre tract and said William Story 317.157 acre tract, respectively; along the north side of this tract, N 87° 54' 55" E, with fence, passing under electric transmission lines bearing S 67° 54' 56" W into this described tract, 295.01 ft. to a 5/8" Steel Pin set in a north/south fence, at the E.S.E. corner of said Brink 317.157 acre tract, a S.W. corner of said William Story 317.157 acre tract, and N 87° 54' 57" E, unfenced, 89.75 ft. to a 5/8" Steel Pin set at the lower southwest re-entrant corner of said William Story 317.157 acre tract; for the N.E. corner of this tract;

THENCE with a west line of said William Story 317.157 acre tract; along the east side of this tract, S 01° 22' 27" W, unfenced, at 40.94 ft. pass a point on line 29.84 ft. east of the center of said domestic water well; at 179.49 ft. pass a 5/8" Steel Pin set on

line, on the north side of said County Road No. 336, and thence entering said County Road, an additional 17.08 ft.; for a total of 196.57 ft. to the place of BEGINNING:

NOTE: This described 1.265 acre tract is subject to the north one-half of a portion of gravelled County Road No. 336, lying within and along its entire south side.

NOTE: Bearings noted herein are true geodetic bearings based on Global Positioning System (GPS) and Global Navigation Satellite System (GNSS) observations (WGS '84 Datum).

Surveyed: November 12, 2007 - April 29, 2008 and April 25 - 29, 2013.

Field Crew Personnel: Spencer J. Burrell
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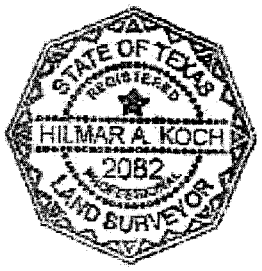

Hilmar A. Koch
Registered Professional
Land Surveyor No. 2082