

AN ORDINANCE 2012-11-08-0874

AUTHORIZING ACQUISITION OF AN AQUIFER-PROTECTION CONSERVATION EASEMENT OVER APPROXIMATELY 5,000-ACRES KNOWN AS THE MARTIN RANCH LOCATED IN UVALDE COUNTY, TEXAS; AND, ALLOCATING FUNDS IN THE AMOUNT OF \$2,500,000 FOR ASSOCIATED LAND ACQUISITION SERVICES AND CLOSING COSTS.

* * * * *

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:

From Henry Bradley Martin:

A conservation easement substantially in the form attached as **Attachment I** on the Henry Bradley Martin Ranch, the affected real estate being more particularly described in **Attachment II**.

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. The amount of \$2,500,000 is authorized to be transferred from SAP Fund 29082000, Edward's Aquifer Protection Project, SAP Internal Order # 390000001588, SAP GL account 6102100 – Interfund Transfer out entitled Transfer To 40-00271-90-14-02, to SAP Fund 40005000, Park Improvements.

SECTION 4. The budget in SAP Fund 40005000, Park Improvements, SAP Project Definition 40-00271, Edward's Aquifer Land Acquisitions, shall be revised by increasing SAP WBS Element 40-00271-90-14-02 entitled Transfer from I/O# 390000001588, SAP GL Account 6101100 – Interfund Transfer In, by the \$2,500,000.

SECTION 5. The amount of \$2,500,000 is appropriated in SAP Fund 40005000, Park Improvements, SAP Project Definition 40-00271, Edward's Aquifer Land Acquisitions, SAP WBS Element 40-00271-01-11, entitled Land Acquisition Costs, SAP GL Account 5209010.

SECTION 6. Payment in the amount not to exceed \$4,522,576.14, 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 the order of

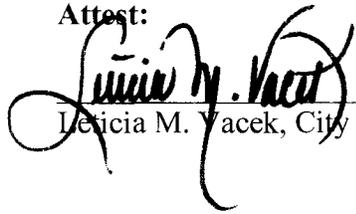
Texas Heritage Title, land, due diligence and closing costs for acquisition of a 5,000-acre tract of land known as the Martin Ranch located in Uvalde County, Texas.

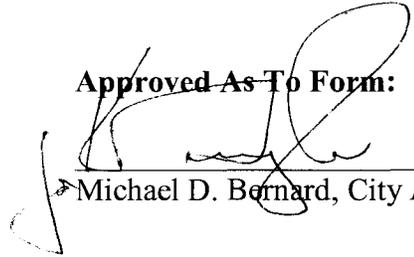
SECTION 7. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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.

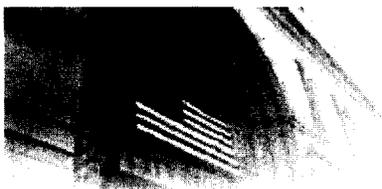
SECTION 8. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 8th day of November 2012.


M A Y O R
Julián Castro

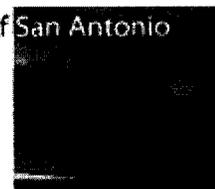
Attest:

Leticia M. Yacek, City Clerk

Approved As To Form:

Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 6A

Name:	6A, 6B, 7, 9, 10, 11, 12, 13, 15, 16A, 16B, 16C						
Date:	11/08/2012						
Time:	10:08:44 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing payment in the amount of \$4,522,576.14 to Texas Heritage Title, as escrow agent for title on a conservation easement, for land, due diligence and closing costs on a 5,000-acre tract of land known as the Martin Ranch located 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
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	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 UVALDE §

Conservation Easement HENRY BRADLEY MARTIN RANCH

Authorizing Ordinance:	
Grantor:	Henry Bradley Martin, a married person, as my separate property, owning, occupying, and claiming other property as homestead
Grantor's Address:	6 Lazy Lane, San Antonio, Bexar County, Texas 78209
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 Improvement Management Services Dept. (Bexar County)
Property:	5,000 acres of land, as more particularly described on Exhibit A.

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 ("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.

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 aquifer recharge.

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

The characteristics of the Property, its current use and state of improvement, are described in the 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.

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I. Basic Information.	
Maximum Number of Parcels:	1
Maximum Number of Building Envelopes:	Four for each Parcel.
No-Development Zones:	As more particularly described on Exhibit B Structures identified in the Report need not be removed.
Maximum Increased Impervious Cover:	1,089,000 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:	8
Report:	The Easement Documentation Report dated September, 2012 prepared by Adams Environmental, Inc. relating to the Property, as shown on Exhibit C.
Exceptions to and Reservations from Warranty:	As shown on Exhibit D.
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 aquifer recharge. 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 aquifer recharge.

4. Definitions.

4.01. Building Envelope means an area set aside within the Property in which Structures may be built or added. 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. Development means any increase in Impervious Cover as defined in 4.06, removal of vegetation, or mechanical tillage of the soil to include cultivation, earthmoving, land forming, land grading, and land planning, as defined by the American Society of Agricultural Engineers.

4.04. 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 (PCBs); (vi) or 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, the term "Applicable Laws" means all laws, statues, ordinances, regulations, and judicial rulings now or hereafter adopted by any governmental authority with jurisdiction over the Property.

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

4.06. Impervious Cover means any artificial condition that substantially impedes absorption of water by the soil, including roofs, foundations, parking lots, Impervious Roads, and anything else covering or placed above the natural surface of the Property. Mobile homes, motor homes, and travel trailers of all types count as Impervious Cover.

4.07. Confined Animal Feeding Operation means agricultural operations in which livestock or wildlife is confined for at least 45 days in any 12-month period in a corral or similar enclosure in which most of the animals' nutrition is provided artificially.

4.08. 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).

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

4.10. Parcel means a distinct, contiguous tract resulting from a division, subdivision, or partition of the Property allowed under this Easement. A parcel includes any tract resulting from a subdivision plat, 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 division, subdivision, or partition.

4.11. Impervious Road means any route traveled by a motorized vehicle which route has been improved through the use of base or other material that would materially impair the recharge capability of the Property. Pervious roads 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 an Impervious Road or count as Impervious Cover.

4.12. Structure means anything built on or added to the Property, excluding fences, Hunting Blinds, Feeders, and utility poles.

4.13. Temporary Impervious Cover means any non-permanent Structure typically used to provide protection from the elements (i.e. tents, awnings, etc.).

5. Development-Related Provisions.

5.01. Grantor must maintain the Property in substantially the same state shown demonstrated 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. Divide, subdivide or otherwise 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 Structure outside a Building Envelope, build any Structure higher than three stories (except for antenna towers), 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 Impervious 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 Impervious 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 aquifer recharge. For example, a bed and breakfast or guest ranch with 10 or fewer bedrooms 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 any Structure 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, consistent with other applicable express provisions of this Easement.

5.03.04. Allow short-term use of Temporary Impervious Cover, such as tents or awnings, outside Building Envelopes and outside No-Development Zones for up to 30 days. Any use lasting longer than 30 days is not short-term, and once removed, the Temporary Impervious Cover cannot be re-erected for at least 90 days after removal. Temporary Impervious Cover 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 Section 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.

5.05. With Grantee's permission, Grantor may erect cell towers and other antennas outside No-Development Zones, but all such items are subject to the maximum increase in impervious cover.

6. Agriculture-Related Provisions.

6.01. Grantor must not:

6.01.01. Operate a feedlot, poultry farm, or similarly Confined Animal Feeding 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. Grow crops in fields identified in the Report or approved by Grantee.

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

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

6.02.04. 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.

6.02.05. Foster the presence of wildlife on the Property.

6.03. For so long as the activities are conducted in such a way as not to materially impair the Purposes of this Easement, Grantor may graze livestock, commercial wildlife, or exotic game, but only according to a Grantee-provided plan, a United States Department of Agriculture Natural Resource Conservation Service-provided plan (NRCS Plan), or a Texas Parks and Wildlife Department-provided wildlife management plan (TPWD Plan), so long as the activities in the provided plan are consistent with the terms of this Easement. Any NRCS Plan, or TPWD Plan must be reviewed and approved by Grantee before it may be implemented to assess compliance with the terms of this Easement. If either the United States Department of Agriculture Natural Resource Conservation Service or the Texas Parks and Wildlife Department ceases to exist or ceases to provide such plans, Grantee may designate an alternative, similarly qualified authority to provide grazing and wildlife management plans.

7. Vegetation-Related Provisions.

7.01. Grantor must not:

7.01.01. Plant exotic vegetation on the Property, except for in Building Envelopes and fields permitted under this Easement or subsequently approved by Grantee.

7.01.02. Plow or use fertilizers, except in fields permitted under this Easement or subsequently approved by Grantee.

7.01.03. Cut or remove vegetation outside Building Envelopes, except Grantor may, without restriction, 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. For so long as the activities are conducted in such a way as not to materially impair the Purposes of this Easement, Grantor may manage resources on the land as follows:

7.02.01. Control brush according to a United States Department of Agriculture Natural Resource Conservation Service-provided plan (NRCS Plan) or Grantee-provided or approved plan, or participate in other NRCS Technical Assistance Programs designed to assist in conservation planning, so long as the activities in the provided plan are conducted so as not to materially impair the Purpose and are consistent with the terms

of this Easement. Any NRCS Plan or NRCS Technical Assistance Program must be reviewed and approved by Grantee before it may be implemented to assess compliance with the terms of this Easement. If the NRCS ceases to exist or ceases to provide such plans, Grantee may designate an alternative, similarly qualified authority to provide brush control and conservation management plans.

7.02.02. Cut firewood for use on the Property or personal use off the Property.

7.02.03. Create firebreaks up to a width not to exceed three times the height of the adjacent vegetation.

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 ATVs.

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, other than fuel tanks for personal vehicle use. However, any such fuel tanks must be securely and properly stored and must be kept at least 500 feet from a recharge feature and outside of a No-Development Zone. This provision does not bar gasoline or diesel-powered vehicles from operating on the Property.

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 aquifer. Grantor may burn domestic waste as defined in Title 30, Texas Administrative Code, Section 101.1(26) in a container or earthen pit so long as all burning is compliant with Title 30, Texas Administrative Code, Section 111 generally and Section 111.209 specifically (as may be amended) and all other laws, ordinances, or regulations pertaining thereto. Any such container or earthen pit must be either identified in the Easement Documentation Report or located within a Building Envelope and outside of a No-Development Zone. 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.

Grantee's list may change from time to time and may impose time, quantity, and use restrictions. While the City of San Antonio is the Grantee, the City Manager or City Manager's designee may alter the list without further action or authorization by City Council. Grantor's use of chemicals must conform to the best practices at the time the issue arises, and Grantor must not allow permitted materials to leak into or otherwise pose a material degradation threat to groundwater quality. 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.

9.03 Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, And Liability Act of 1980, as amended ("CERCLA"), any other applicable federal laws, federal regulations, state laws, county and local ordinances, and any regulations thereunder, all as may be amended from time-to-time.

10. Extraction-Related Provisions.

10.01. Grantor must not:

10.01.01 Other than as set forth in Section 10.04 below, use the surface of the Property for any activity whatsoever related to extracting hydrocarbons or other minerals which may be located on the surface 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. It is understood that Grantor, by agreeing to this provision, hereby waives all rights to exploit the surface for any activity whatsoever set forth in this subsection 10.01.01 in consideration for Grantee's agreeing to waive any undivided interest Grantor might otherwise have conveyed to Grantee in the mineral executive rights.

10.01.02. Remove topsoil or remove or mine sand, gravel, rock, or other materials, except as expressly permitted under the provisions in Section 10.02.

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

10.01.04. Extract and discharge groundwater at volumes greater than allowed by the more restrictive of the governing groundwater district or by other applicable federal, state, or local laws and regulations.

10.01.05. 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. Despite any other provision of this Easement to the contrary, soil, sand, caliche, gravel, or rock may be removed from the surface of the Property so long as such removal:

(A) is solely for use on the Property and for non-commercial purposes, such as, for example, construction, maintenance, and repair of both pervious roads and Impervious Roads on the Property.

(B) is in conjunction with activities permitted herein.

(C) is accomplished in a manner that does not materially impair the Purpose.

(D) is limited to no more than two one-acre removal sites on the Property at any one time, with no more than ten such sites ever created unless otherwise approved by Grantee, and

(E) 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 two (2) such sites at any one time.

(F) is farther than 500 feet from a recharge feature or a No-Development Zone.

10.03. Any activity permitted under this paragraph must be undertaken and this provision must be interpreted in a manner consistent with Section 170(h) of the United States Internal Revenue Code and the Treasury Regulations adopted pursuant thereto.

10.04. 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. Notwithstanding the foregoing, 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 or from leasing its mineral rights and interests provided such lease (i) is in accordance with Section 10.01.01, and (ii) contains a surface waiver with the following restrictions: (a) no development, exploration, extraction or production activities or operations under the authority of or by virtue of these rights and interest shall be conducted on the

Property, (ii) the right of ingress and egress to and from the surface of the Property involving these rights and interests are waived and conveyed to Grantee, and (iii) any activities and operations involving these rights and interests that are conducted or carried out on land owned by Grantor other than the Property shall in no manner interfere with the surface or subsurface support of any structures, improvements, or natural habitat features on the Property, or as approved in advance by Grantee. Further, any activities resulting from such leasing, including, but not limited to, directional drilling also known as horizontal drilling, must be consistent with then existing good oilfield practices and are conducted as a reasonably prudent operator would conduct such operations sufficient to save and protect the Edwards Aquifer and all other fresh water bearing formations using best available control technologies. In connection with such approved oil and gas operations, Grantor shall either: (i) include the following provisions in oil and gas leases respecting the Property, or (ii) while self-developing the Property, adhere to the following standards and procedures:

10.04.01. The disposal on the Property of produced saltwater, exempt oilfield waste, Hazardous Materials, or other substances, whether related, appurtenant to or unrelated to oilfield operations, is expressly prohibited. All produced saltwater and oilfield waste shall be disposed of off the Property in such a manner as to not damage the Property;

10.04.02. Without Grantee's prior express written consent, the Property may not be used in any manner whatsoever for secondary or tertiary recovery of oil and gas or other liquid or gaseous hydrocarbons, wherein water, saltwater, hydrogen sulfide, carbon dioxide, or other liquid or gaseous substances are injected into the ground for the recovery of oil and gas or other liquid or gaseous hydrocarbons, or for the repressurization of oil and gas bearing formations;

10.04.03. The construction or use of lined or unlined pits is prohibited; all drilling fluids shall be contained in steel-lined or like tanks;

10.04.04 For drilling of any portion of the well that will pass through the Edwards Aquifer formation, operator shall use only air or reverse air techniques (or other technique approved in writing in advance by Grantee) for penetrations commencing at the surface and ending 100 feet below the bottom of the Edwards Aquifer formation;

10.04.05 Surface and intermediate casing shall be cemented with a good quality cement containing a compressive strength sufficient to prevent oil, gas and water migration within an 8-hour period. Operator shall further run a sonic-type tool, such as a Cement Bond Log or Cement Evaluation Log, along with processing software to give a detailed 360° representation of the integrity of the cement job. Grantee shall be provided an actual analysis report for the bond log or cement/casing evaluation log;

10.04.06. All drilling rig and production related storage vessels, containing oil, diesel, gasoline, lubricants or other Hazardous Materials shall incorporate secondary containment facilities for purposes of holding at least 150% of the volume of the primary container, in the event of a leak or spill;

10.04.07. All operations shall comply with other standards and surface use provisions set forth in the Management Plan respecting the Property.

10.05. Grantor may also permit archaeological digs supervised by qualified personnel for so long as they are conducted in a manner so as not to materially impair the Purpose.

10.06. If any of the minerals under the Property ("Minerals") are, as of the date of this Easement, owned by someone not a party hereto and if some or all of those Minerals are later acquired by Grantor (or the then owner of the Property), then the Minerals so-acquired immediately become subject to this Easement. This Easement conveys to Grantee the right, to be held jointly with Grantor, to consent or not to any matter pertaining to the Minerals so acquired for which Grantor's sole consent would otherwise be required, except to the extent provided in Section 10.04. Grantor's and Grantee's joint right to consent is such that neither can consent without joinder of the other.

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

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 during stream restoration or bank stabilization projects and during maintenance of permitted pervious roads and Impervious 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 aquifer recharge.

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 or disapproval rights in its reasonable discretion. Grantee must respond to a request by Grantor within 60 days after the date of Grantee's receipt of the written request, such approval or disapproval being exercised in light of the nature of such 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 after the date on which Grantee grants its written approval, the approval is void. Grantor may resubmit the request, but previous approval does not estop Grantee from denying approval on resubmission.

12.05. In any case during such time as the City of San Antonio is the Grantee and the 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 and to determine compliance with this Easement. If Grantee finds a potential violation or breach 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. Grantee shall use its reasonable efforts to assure that its entry corresponds with a time that is both timely and convenient for Grantor.

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 review and approve plans of the Grantor involving cave structures and other sensitive hydrogeologic features on the Property.

15.01.06. 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, any Structure 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 within 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 an 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 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 in enforcing this Easement. However, if the Grantor is

the prevailing party, Grantor shall not be responsible for any of the City of San Antonio's costs and expenses, including court costs and reasonable attorneys fees, incurred in enforcing this Easement. In the event this Easement is assigned by the City of San Antonio to an entity which is not prohibited from incurring future unfunded debt, then the prevailing party in any dispute regarding this Easement, 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. Discretionary Consent.

Grantee's consent for activities otherwise prohibited by this Easement may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the prohibited activities listed in this Easement are deemed desirable by both Grantor and Grantee, Grantee may, in its sole discretion, give consent for such activities, subject to the limitations herein. Such requests for consent for otherwise prohibited activities, and consent for such activities requiring Grantee's discretionary consent shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Easement. Grantee may give its consent only if it determines, in its sole discretion, that such activities (1) do not violate the Purpose of this Easement, and (2) enhance or do not materially impair any significant conservation interests associated with the Property.

17. Alienation by Grantee.

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

17.01.01. 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.

17.01.02. The transferee must expressly assume the responsibilities of the Grantee under this Easement.

17.02. 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.

18. 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.

19. 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, in accordance with the City of San Antonio Conservation Easement Amendment Policy ("Policy"). Grantor, upon written request to Grantee, may obtain a copy of the most recent version of such Policy.

20. Termination, Condemnation.

20.01. 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.

20.02. 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 (which, by definition, include proceeds from a sale in lieu of condemnation) 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.

21. 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.

22. Severability.

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

23. 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.

24. 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. Grantor further acknowledges that Subordination Agreements for liens or similar encumbrances existing as of the Effective Date of this Easement have been, or will be, secured and filed of record as of such Effective Date.

25. 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.

26. 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.

27. Easement Runs with the Land; No Merger.

This Easement continues in perpetuity and runs with the land (referred to as "Property" in this Easement). 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.

28. 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 covenants and agrees that its exercise of any mineral executive rights held by Grantor shall be done in accordance with this Easement, including, without limitation, the surface waiver and other restrictions described in Sections 10.01.01, 10.04 and 10.06. 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, as may be amended from time to time) 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

Impervious 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 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:

Henry Bradley Martin, a married person, as my separate property, owning, occupying, and claiming other property as homestead

Signature: _____

Printed Name: _____

Date: _____

Grantee:

City of San Antonio, a Texas municipal corporation

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to Form:

City Attorney

Attachment II

FIELD NOTES TO DESCRIBE

A survey of 5000.000 acres of land situated about 21.4 miles N 31° E of Uvalde, in Uvalde County, Texas, having approximate acreage in the following original surveys:

SURVEY NO.	ABSTRACT NO.	ORIGINAL GRANTEE	ACRES
264	1434	J. N. Enderle	44.772
267	591	Saragossa Irrig. & Mfg. Co.	48.374
W Pl 270 ½	1755	J. C. Davenport	218.693
271	572	G.B. & C.N.G. R.R. Co.	379.772
272	1224	Mary J. Davenport	161.554
277	594	Tyler Tap R.R. Co.	263.435
278	1711	J. O. Anderson	291.413
279	596	Tyler Tap R.R. Co.	121.875
280	1437	C. D. Henschkel	488.361
313	613	C.C.S.D. & R.G.N.G.R.R. Co.	379.702
314	1317	Charles Peters	18.369
316	1630	Raymond Davenport	310.155
865	1135	T. C. R.R. Co.	161.483
866	1773	J. W. Davenport	474.400
867	1051	T. C. R.R. Co.	195.212
868	1515	J. W. Davenport	283.550
870	1774	J. W. Davenport	11.014
871	1136	T. C. R.R. Co.	0.074
931	202	Lusgarda Grande	7.126
933	311	C. C. Losoya	3.050
975	968	G.C. & S.F. R.R. Co.	0.207
976 ½	1433	J. C. Davenport	286.048
976 ¼	1800	J. C. Davenport	364.190
1029	1351	T. C. R.R. Co.	304.889
1244	399	William Phelps	98.949
1523	130	Luis Castanon	79.412
Unsurveyed State Land			3.941
		Total	5000.000

said 5000.000 acres of land being a portion of that certain 3500 acres of land, more or less, described in a Deed to Henry Bradley Martin from Gregory C. Bales, Individually and as Independent Executor and Testamentary Trustee, dated June 21, 1990, as recorded in Volume 302 on Page 710 of the Deed Records of Uvalde County, Texas, a portion of that certain 1944.43 acres of land described in a Deed to Henry Bradley Martin from Ameritrust Texas, N.A. and Philip R. Woods, Co-Testamentary Trustees, et al, dated September 10, 1992, as recorded in Volume 319 on Page 784 of the Official Public Records of Uvalde County, Texas, a portion of that certain 11.09 acres of land described as Part One, all of that certain 11.17 acres of land described as Part Two, all of that certain 2.66 acres of land described as Part Three, and all of that certain 7.13 acres of land described as Part Four in a Quitclaim Deed to Henry Bradley Martin from Ameritrust Texas, N.A. and Philip R. Woods, Co-Testamentary Trustees, et al, dated September 10, 1992, as recorded in Volume 319 on Page 792 of the aforementioned Official Public Records, and being more particularly described by metes and bounds as follows:

BEGINNING: At a ½" iron pin found by a 12" diameter cedar corner post on the recognized East line of said Survey No. 1244 for the recognized upper Northwest corner of Survey No. 977, Abstract No. 967, G.C. & S.F. R.R. Co., original Grantee, the recognized lower Southwest corner of said Survey No. 1029, the lower Southwest corner of said 1944.43 acres of land, an angle point in the upper East line of said 3500 acres of land, the occupied Northwest corner of that certain 4844 acres, more or less, described in a Deed to Horton Ranch, Inc., dated December 4,

1984, as recorded in Volume 260 on Page 171 of the Deed Records of Uvalde County, Texas, and an angle point of this survey from which a 5/8" iron pin with aluminum cap stamped "1029 and 1244" set by a 10" diameter cedar corner post for the Northeast corner of said Survey No. 1244 bears N 07-01-47 E 398.70 feet, from said 5/8" iron pin an 8" diameter live oak tree marked "x" with nail in center bears N 34-12-09 E 46.00 feet and a 12" diameter live oak tree marked "x" with nail in center bears S 18-25-25 E 61.00 feet;

THENCE: West 635.03 feet to a 5/8" iron pin set for a Southwest corner of this survey;

THENCE: North 2074.92 feet to a 5/8" iron pin set for an interior Northwest corner of this survey;

THENCE: East 1859.94 feet to a 5/8" iron pin set for an angle point of this survey;

THENCE: N 55-17-45 E 770.51 feet to a 5/8" iron pin set for an interior corner of this survey;

THENCE: North 1143.09 feet to a 5/8" iron pin set for an interior corner of this survey;

THENCE: West 432.94 feet to a 5/8" iron pin set for an interior corner of this survey;

THENCE: Along an East, Southeast, and South line of this survey, the following courses:

South 60.00 feet to a 5/8" iron pin set for an angle point;

S 07-19-36 W 373.22 feet to a 5/8" iron pin set for an angle point;

S 39-08-38 W 439.81 feet to a 5/8" iron pin set for an angle point;

S 81-24-15 W 689.94 feet to a 5/8" iron pin set for an angle point;
and

West 1740.11 feet to a 5/8" iron pin set for an interior Southwest corner of this survey;

THENCE: North 1852.66 feet to a 5/8" iron pin set for an interior corner of this survey;

THENCE: West 1172.16 feet to a 5/8" iron pin set for an interior corner of this survey;

THENCE: North 248.65 feet to a 5/8" iron pin set for an interior corner of this survey;

THENCE: West 1063.31 feet to a 5/8" iron pin set for an interior corner of this survey;

THENCE: Along an East, Northeast, and Southeast line of this survey, the following courses:

South 1925.82 feet to a 5/8" iron pin set for an angle point;

S 43-26-29 E 2460.68 feet to a 5/8" iron pin set for an angle point;

S 10-45-53 W 1045.58 feet to a 5/8" iron pin set for an angle point;

S 66-17-22 W 1282.24 feet to a 5/8" iron pin set for an angle point;

N 83-25-05 W 1038.06 feet to a 5/8" iron pin set for an angle point;

S 26-08-21 W 609.89 feet to a 5/8" iron pin set for an interior corner of this survey;

S 57-34-20 E 2924.15 feet to a 5/8" iron pin set for an angle point; and

South 1823.11 feet to a 5/8" iron pin set for an interior corner of this survey;

THENCE: East 558.70 feet to a 5/8" iron pin set 100 feet West of fence and the recognized East line of said Survey No. 316 and a middle East line of said 3500 acres of land for an interior corner of this survey;

THENCE: Parallel to and 100.00 feet West of fence, the recognized East line of said Survey No. 316, and a middle East line of said 3500 acres of land, N 00-03-39 W 1213.72 feet to a 5/8" iron pin set for an interior corner of this survey;

THENCE: Parallel to and 100.00 feet Northeast of fence, the recognized Southwest line of said Survey No. 1244, and a Southeast line of said 3500 acres of land, S 74-26-08 E 697.81 feet to a 5/8" iron pin set in fence on an East line of said 3500 acres of land for the Northeast corner of this survey;

THENCE: Generally along fence and an East line of said 3500 acres of land, S 15-13-58 W 100.00 feet to a 14" diameter cedar corner post on the recognized Southwest line of said Survey No. 1244 and a recognized Northeast line of said Survey No. 977 for a Southeast corner of said 3500 acres of land and a Southeast corner of this survey;

THENCE: Generally along fence, the recognized Southwest line of said Survey No. 1244, a recognized Northeast line of said Survey No. 977, a Southwest line of said 3500 acres of land, and a Northeast line of said 4844 acres of land, more or less, N 74-26-08 W 566.58 feet to a 5/8" iron pin with aluminum cap stamped "316, 977, and 1244" set by a 12" diameter cedar corner post for the lower Northeast corner of said Survey No. 316, the lower Northwest corner of said Survey No. 977, an interior corner of said 3500 acres of land, and an interior corner of this survey from which a 14" diameter live oak tree marked "x" bears S 05-24-13 E 289.22 feet and a water well bears S 09-41-39 W 835.63 feet;

THENCE: Generally along fence, the recognized lower East line of said Survey No. 316, the recognized lower West line of said Survey No. 977, an East line of said 3500 acres of land, and a West line of said 4844 acres of land, more or less, S 00-03-39 E 1796.03 feet to an 8" diameter cedar corner post for a Southeast corner of said 3500 acres of land and a Southeast corner of this survey from which a 5/8" iron pin with aluminum cap stamped "315, 316, and 379" set in a built rock mound for the Southeast corner of said Survey No. 316 and the Northeast corner of Survey No. 315, Abstract No. 614, C.C.S.D. & R.G.N.G.R.R. Co., original Grantee, bears S 00-55-43 E 89.51 feet, from said 5/8" iron pin a 6" diameter cedar tree marked "x" bears N 71-26-26 E 14.53 feet;

THENCE: Generally along fence, the South line of said 3500 acres of land, and a North line of said 4844 acres of land, more or less, the following courses:

N 89-18-05 W 1225.73 feet to a 14" diameter cedar post at the West end of a gate for an angle point;

N 89-00-13 W 579.57 feet to a steel "T" post for an angle point;

N 89-21-35 W 1015.23 feet to a 4" diameter cedar post for an angle point; and

N 89-33-41 W 1252.40 feet to a 6" diameter cedar corner post for an interior corner of said 3500 acres of land, a Northwest corner of said 4844 acres of land, more or less, and an interior corner of this survey from which a 5/8" iron pin with aluminum cap stamped "313, 313, and 316" set in a built rock mound for the lower Southwest corner of said Survey No. 316 and the Northwest corner of said Survey No. 315 bears S 22-16-23 E 154.10 feet, from said 5/8" iron pin in built rock mound a 6" diameter live oak tree marked "x" bears N 51-52-38 W 65.00 feet and a 14" diameter cedar tree marked "x" bears N 28-10-21 W 169.72 feet;

THENCE: Generally along fence, an East line of said 3500 acres of land, and a West line of said 4844 acres of land, more or less, the following courses:

S 02-26-21 W 391.75 feet to a steel "T" post for an angle point;

S 00-03-49 W 792.84 feet to a 12" diameter cedar post at the North end of a gate for an angle point;

S 00-13-51 E 691.03 feet to a 60d nail found by a 4" diameter cedar post for an angle point; and

S 00-28-37 W 228.90 feet to a 6" diameter cedar corner post on the recognized South line of said Survey No. 313 and the recognized North line of said Survey No. 272 for a Southeast corner of said 3500 acres of land, an interior corner of said 4844 acres of land, more or less, and the Southeast corner of this survey from which a 5/8" iron pin with aluminum cap stamped "272, 313, and 315" set on solid rock in a built rock mound on the East side of a mountain for the Southeast corner of said Survey No. 313 and the Northeast corner of said Survey No. 272 bears N 89-14-15 E 78.58 feet, from said 5/8" iron pin a 6" diameter live oak tree (now 8" dead and leaning) bears S 43-00-00 E 41.67 feet (original bearing) and an 8" diameter live oak tree (now 10" dead and standing) bears S 39-30-00 E 72.78 feet (original bearing);

THENCE: Generally along fence, a South line of said 3500 acres of land, and a North line of said 4844 acres of land, more or less, the following courses:

N 89-35-03 W 503.34 feet to a steel "T" post for an angle point;

N 81-28-14 W 531.19 feet to a 4" diameter pipe post for an angle point;

S 87-20-05 W 56.21 feet to a steel "T" post for an angle point;

S 82-30-43 W 106.20 feet to a 60d nail found by a 2" diameter cedar post for an angle point;

S 78-07-43 W 627.17 feet to a 60d nail found by a 4" diameter cedar post for an angle point; and

S 78-31-41 W 408.57 feet to a 60d nail found by an 8" diameter cedar corner post for an interior corner of said 3500 acres of land, a Northwest corner of said 4844 acres of land, more or less, and an interior corner of this survey;

THENCE:

Generally along fence, in part along the recognized East line of the West part of said Survey No. 270 ½, an East and Southeast line of said 3500 acres of land, and a West and Northwest line of said 4844 acres of land, more or less, the following courses:

S 03-02-59 E 796.19 feet to a 12" diameter cedar post at the South end of a gate for an angle point;

S 02-49-47 E 1392.29 feet to a 4" diameter cedar post for an angle point;

S 02-01-44 E 379.68 feet to a 60d nail found by an 8" diameter cedar corner post for an angle point; and

S 41-15-43 W 1188.81 feet to a 6" diameter cedar corner post for an angle point;

THENCE:

Generally along fence, an East line of said 3500 acres of land, and the lower West line of said 4844 acres of land, more or less, the following courses:

S 06-18-10 W 307.17 feet to a 5/8" iron pin found by a 6" diameter cedar post for an angle point;

S 00-04-31 W at 117.72 feet pass the recognized Northeast corner of the West part of said Survey No. 270 ½, continuing along the recognized East line of the West part of said Survey No. 270 ½, a total distance of 754.69 feet to a 6" diameter cedar post for an angle point,

S 00-00-32 W 541.20 feet to a 4" diameter cedar post for an angle point;

S 00-19-46 W 1906.82 feet to a 6" diameter cedar post at the South end of a gap for an angle point; and

S 00-02-59 W 996.61 feet to a 6" diameter cedar corner post for a Southeast corner of said 3500 acres of land, the Southwest corner of said 4844 acres of land, more or less, an occupied corner of that certain 2896.8 acres of land, more or less, described in a Deed to Robert O. and Betty Lou Coleman from Jacquelyn Richardson Kyle, Individually and as Trustee of the Will of Jack Richardson, Deceased, et al, dated October 1, 1993, as recorded in Volume 529 on Page 330 of the aforementioned Official Public Records, from which a rock mound bears S 03-53-44 E 7.95 feet and a 3" diameter cedar post found 3.20 feet South of an existing fence for the Northeast corner of said Survey No. 270 bears N 89-52-02 E 673.19 feet, from said 3" diameter cedar post a 12" diameter cedar tree (dead and standing) bears S 29-00-00 E 30.56 feet and an 8"

diameter cedar tree (dead, split, and falling apart) bears S 66-00-00 W 30.56 feet;

- THENCE: Generally along fence, a South line of said 3500 acres of land, and an occupied North line of said 2896.8 acres of land, more or less, N 83-54-46 W 1812.50 feet to an 8" diameter cedar corner post for a Southwest corner of said 3500 acres of land, an occupied interior corner of said 2896.8 acres of land, more or less, and a Southwest corner of this survey;
- THENCE: Generally along fence, a West line of said 3500 acres of land, and an occupied East line of said 2896.8 acres of land, more or less, N 06-02-06 E 1277.55 feet to a 6" diameter cedar corner post for an interior corner of said 3500 acres of land, the occupied upper Northeast corner of said 2896.8 acres of land, more or less, and an interior corner of this survey;
- THENCE: Generally along fence, a South line of said 3500 acres of land, the occupied upper North line of said 2896.8 acres of land, more or less, and in part along the recognized North line of said Survey No. 277 and the recognized South line of said Survey No. 278, N 89-52-57 W 2749.80 feet to an 8" diameter cedar corner post for an interior corner of said 3500 acres of land, the Northwest corner of said 2896.8 acres of land, more or less, and an interior corner of this survey;
- THENCE: Generally along fence, in part along the lower East line of said Survey No. 277, the East line of said Survey No. 280, the East line of said Survey No. 279, the lower East line of said 3500 acres of land, and the West line of said 2896.8 acres of land, more or less, the following courses:
- S 06-55-27 W 76.23 feet to a 6" diameter cedar post for an angle point;
 - S 01-01-25 E at 1410.50 feet pass the recognized North line of said Survey No. 270 and the recognized upper South line of said Survey No. 277, continuing along fence a total distance of 1558.31 feet to a 5" diameter cedar post for an angle point;
 - S 00-03-41 W 335.87 feet to a 5" diameter cedar post for an angle point;
 - S 00-26-11 W 689.34 feet to a 4" diameter cedar post for an angle point;
 - S 00-24-37 W 1938.13 feet to a 4" diameter cedar post on the recognized East line of said Survey No. 280 and the recognized West line of said Survey No. 270 for an angle point;
 - S 00-21-42 W 1073.32 feet to a steel "T" post for an angle point;
 - S 00-10-30 W 942.74 feet to a 3" diameter pipe corner post for the recognized Southwest corner of said Survey No. 270, the recognized Northwest corner of Survey No. 269, Abstract No. 563, C.C.S.D. & R.G.N.G. R.R. Co., original Grantee, and an angle point of this survey;
 - S 00-41-59 E 865.14 feet to a 4" diameter cedar post for an angle point;

S 00-15-02 W 283.17 feet to a 6" diameter cedar post for an angle point;

S 07-31-19 E 69.26 feet to a 12" diameter dead cedar tree for the North corner of that certain 352.06 acres of land, more or less, described in a Deed to Richard A. Weaver, Jr. and Zane G. Weaver from Billy Riggs, et ux, dated October 31, 2003, as recorded in Volume 517 on Page 633 of the said Official Public Records, and an angle point of this survey;

Along the upper West line of said 352.06 acres of land, more or less, S 00-10-41 W 524.50 feet to a 6" diameter cedar corner post for the lower Southeast corner of said 3500 acres of land, an interior corner of said 352.06 acres of land, more or less, and the lower Southeast corner of this survey from which a 10" diameter cedar stump marked "x" bears S 46-28-55 E 8.48 feet;

THENCE: Generally along fence, the lower South line of said 3500 acres of land, and the North line of said 352.06 acres of land, more or less, N 89-56-07 W 3297.55 feet to an 8" diameter cedar post for an angle point and N 89-28-07 W 1464.24 feet to a 5/8" iron pin found by a 3" diameter pipe corner post for the lower Southwest corner of said 3500 acres of land, an angle point in the North line of said 352.06 acres of land, more or less, the upper Southeast corner of that certain 2656.547 acre tract of land described in a Deed to Blanco Ranch, LLC from 1031 Accommodation Services, LLC, dated February 27, 2012, as recorded in Instrument No. 2012001272 of the said Official Public Records, and the lower Southwest corner of this survey;

THENCE: Generally along fence, the lower West line of said 3500 acres of land, and the East line of said 2656.547 acre tract of land, N 00-08-19 W 8635.52 feet to a 3" diameter pipe corner post for a Northwest corner of said 3500 acres of land, an interior corner of said 2656.547 acre tract of land, and a Northwest corner of this survey;

THENCE: Generally along fence, a North line of said 3500 acres of land, and a South line of said 2656.547 acre tract of land, S 77-21-22 E 1335.30 feet to a 5/8" iron pin found by an 8" diameter cedar corner post on the recognized Southeast line of said Survey No. 264 for the recognized Northwest corner of said Survey No. 277, the recognized Southwest corner of said Survey No. 278, an interior corner of said 3500 acres of land, a Southeast corner of said 2656.547 acre tract of land, and an interior corner of this survey;

THENCE: Generally along fence, the recognized Northwest line of said Survey No. 278, the recognized Southeast line of said Survey No. 264, and the recognized lower Southeast line of Survey No. 265, Abstract No. 587, City of San Antonio, original Grantee, a Northwest line of said 3500 acres of land, and a Southeast line of said 2656.547 acre tract of land, the following courses:

N 27-22-40 E 176.61 feet to a 5/8" iron pin found by a 4" diameter cedar post for an angle point;

N 25-52-05 E 1432.78 feet to a 5/8" iron pin found for an angle point;

N 25-25-33 E 1754.19 feet to a 3" diameter pipe post at the Southwest end of a gate for an angle point;

Across said gate and the eastern terminus line of a 30-foot-wide Ingress-Egress Easement, N 20-49-32 E 18.76 feet to a 6" diameter cedar post for an angle point; and

N 24-45-03 E 341.57 feet to a 5/8" iron pin found by a cut-off 8" diameter cedar corner post on the recognized Southwest line of said Survey No. 1523 for the recognized Northwest corner of Survey No. 278, the recognized lower East corner of said Survey No. 265, an interior corner of said 3500 acres of land, an East corner of said 2656.547 acre tract of land, and an interior corner of this survey;

THENCE: Generally along fence, the recognized Southwest line of said Survey No. 1523, the recognized lower Northeast line of said Survey No. 265, a Southwest line of said 3500 acres of land and a Northeast line of said 2656.547 acre tract of land, N 65-48-16 W 199.53 feet to a steel "T" post for an angle point, N 67-27-03 W 158.22 feet to a 4" diameter cedar post for an angle point, and N 66-51-51 W 147.82 feet to a 3" diameter pipe corner post for the recognized West corner of said Survey No. 1523, a recognized interior corner of said Survey No. 265, an exterior corner of said 3500 acres of land, an interior corner of said 2656.547 acre tract of land, and an exterior corner of this survey;

THENCE; Generally along fence, the recognized Northwest line of said Survey No. 1523, the recognized upper Southeast line of said Survey No. 265, a Northwest line of said 3500 acres of land, and a Southeast line of said 2656.547 acre tract of land, N 22-52-15 E 893.06 feet to a 5/8" iron pin found by a cut-off 8" diameter cedar corner post for the recognized upper East corner of said Survey No. 265, the recognized South corner of said Survey No. 267, an interior corner of said 3500 acres of land, the upper East corner of said 2656.547 acre tract of land, and an interior corner of this survey;

THENCE: Generally along fence, the recognized upper Northeast line of said Survey No. 265, the recognized Southwest line of said Survey No. 267, a Southwest line of said 3500 acres of land, and the Northeast line of said 2656.547 acre tract of land, N 67-32-30 W 612.31 feet to a 5/8" iron pin found by a 6" diameter cedar post for an angle point and N 66-23-52 W 388.43 feet to a 5/8" iron pin found by an 8" diameter cedar corner post for a West corner of said 3500 acres of land, the South corner of that certain 192.20 acres of land, more or less, described in a Deed to Leonard M. Bond from Lorena Sutherland, et vir, et al, dated August 19, 1981, as recorded in Volume 237 on Page 190 of the aforementioned Deed Records, and a West corner of this survey;

THENCE: Generally along fence and a Northwest line of said 3500 acres of land and the Southeast line of said 192.20 acres of land, more or less, N 28-48-31 E 1308.10 feet to a 3" diameter pipe post for an angle point, N 26-50-52 E 28.55 feet to a 4" diameter cedar post for an angle point, and N 28-47-27 E 1102.54 feet to a 4" diameter cedar corner post on or near the recognized Northeast line of said Survey No. 267, the recognized Southwest line of said Survey No. 314, and the Southwest line of that certain 317.157 acre tract of land described in a Deed to Sharon Anne McCauley from Kempner Davlin Story, Jr., dated July 8, 2011, as recorded in Instrument No. 2011002072 of the said Official Public Records, for a middle Northwest corner of said 3500 acres of land, the East corner of said 192.20 acres of land, more or less, and a middle Northwest corner of this survey;

THENCE: Generally along fence, the recognized Northeast line of said Survey

No. 267, the recognized Southwest line of said Survey No. 314, a Northeast line of said 3500 acres of land, and a Southwest line of said 317.157 acre tract of land, S 62-21-54 E 152.06 feet to a 5/8" iron pin found by a 4" diameter cedar post for an angle point and S 62-19-12 E 621.78 feet to a 5/8" iron pin found by a cut-off 8" diameter cedar post for the recognized East corner of said Survey No. 267, the recognized Northwest corner of said Survey No. 271, an angle point in the recognized South line of said Survey No. 314, and an angle point of this survey;

THENCE: Generally along fence, a North line of said 3500 acres of land, and the South line of said 317.157 acre tract of land, S 86-46-06 E 649.41 feet to a 5/8" iron pin found by an 8" diameter cedar corner post for an angle point in a middle North line of said 3500 acres of land, the Southeast corner of said 317.157 acre tract of land, and an angle point of this survey;

THENCE: Generally along fence, a Northwest line of said 3500 acres of land, and the Southeast line of said 317.157 acre tract of land, N 41-33-29 E 340.50 feet to a 4" diameter cedar post for an angle point and N 45-22-27 E 215.35 feet to a 5/8" iron pin found by a 4" diameter cedar corner post for the North corner of said 3500 acres of land, a lower Southwest corner of that certain 782.710 acre tract of land described in a Deed to Donald C. McNair from Tessman Road Landfill, Inc., dated September 30, 1996, as recorded in Volume 370 on Page 420 of the said Official Public Records, and a North corner of this survey;

THENCE: Generally along fence, a Northeast line of said 3500 acres of land, and a Southwest line of said 782.710 acre tract of land, S 26-25-03 E 451.19 feet to a 5/8" iron pin found by a 6" diameter cedar corner post for the Southwest corner of said 782.710 acre tract of land and an interior corner of this survey;

THENCE: Generally along fence, a middle North line of said 3500 acres of land, and the South line of said 782.710 acre tract of land, the following courses:

N 88-31-18 E 1124.29 feet to a 4" diameter cedar post for an angle point;

S 87-40-30 E 451.66 feet to a 6" diameter cedar post for an angle point;

S 88-06-59 E 450.83 feet to an 18" diameter cedar tree for an angle point;

N 78-27-39 E 24.70 feet to a 10" diameter persimmon tree for an angle point;

S 89-33-18 E 315.15 feet to a 6" diameter cedar post for an angle point;

S 60-03-03 E 100.39 feet to a 20" diameter forked cedar tree for an angle point;

S 84-54-20 E 100.47 feet to a 6" diameter cedar post for an angle point;

S 70-38-26 E 99.57 feet to a 32" diameter twin pin oak for an angle point;

the recognized lower North line of said Survey No. 316 and the recognized South line of said Survey No. 975 for an angle point from which a 5/8" iron pin with aluminum cap stamped "975 and 316" set in a built rock mound for an interior corner of said Survey No. 316 and the Southeast corner of said Survey No. 975 bears N 80-10-12 E 61.32 feet, from said 5/8" iron pin an 8" diameter

cedar tree marked "x" with nail in center bears N 87-23-29 W 16.17 feet and a 12" diameter forked cedar tree marked "x" bears N 34-02-53 E 10.58 feet;

N 12-01-21 E 243.47 feet to an 18" diameter elm tree for an angle point;

N 01-29-07 E 45.64 feet to a 6" diameter cedar post for an angle point;

N 01-21-30 E 255.37 feet to a 6" diameter cedar post for an angle point; and

N 01-36-35 E 526.79 feet to a 5/8" iron pin found for the Northeast corner of said 782.710 acre tract of land, the Southeast corner of that certain 448.838 acre tract of land described in a Deed to Dana Lynn Orihel from C & S Joint Venture, dated July 21, 1998, as recorded in Volume 399 on Page 853 of the said Official Public Records, and an angle point of this survey;

THENCE:

Generally along fence, the upper West line of said 3500 acres of land, the lower West line of said 1944.43 acres of land, and the East line of said 448.838 acre tract of land, the following courses:

N 01-23-06 E 374.89 feet to a point in fence 1 foot West of a 2" diameter pipe corner post for an angle point;

N 01-02-27 E 195.30 feet to a 6" diameter cedar post for an angle point;

N 00-06-08 W 1526.59 feet to a 5/8" iron pin found by an 8" diameter cedar corner post for the upper Northwest corner of said 3500 acres of land, the Southwest corner of said 11.09 acres of land described as Part One, and an angle point of this survey;

N 01-00-47 E at 102.93 feet pass 33.28 feet East of a built rock mound over an "x" chiseled in solid rock on the Southeast edge of a dry draw from which a 6" diameter cedar tree marked "x" with nail in center bears N 48-48-51 E 15.31 feet and an 8" diameter live oak tree marked "x" with nail in center bears S 59-58-54 E 15.69 feet, continuing generally along fence a total distance of 1335.54 feet to a 5/8" iron pin found by a 6" diameter cedar corner post for the Northeast corner of said 448.838 acre tract of land and the Southeast corner of that certain 333.871 acres of land described in a Deed to J. L. Linton, et ux from Philip R. Kretzschmar, et ux, dated September 25, 2000, as recorded in Volume 445 on Page 122 of the said Official Public Records, and an angle point of this survey;

THENCE:

Generally along fence, the lower West line of said 1944.43 acres of land, and the East line of said 333.871 acres of land, N 00-07-05 E 1791.63 feet to a 4" diameter cedar corner post for an angle point and N 00-41-38 W 480.17 feet to a 1/2" iron pin found by a 4" diameter

cedar corner post for the lower Northwest corner of said 1944.43 acres of land, an exterior corner of that certain 788.321 acre tract of land described in a Deed to Robert L. Hixon, et ux from Blanco Creek Ranch, Limited, dated February 15, 2001, as recorded in Volume 453 on Page 75 of the said Official Public Records, and a middle Northwest corner of this survey;

THENCE: Generally along fence and the westernmost North line of said 1944.43 acres of land and the easternmost South line of said 788.321 acre tract of land, the following courses:

- N 89-47-18 E 953.04 feet to a steel "T" post for an angle point;
- S 89-13-03 E 743.77 feet to a steel "T" post for an angle point;
- S 89-31-11 E 874.35 feet to a 5/8" iron pin found by a steel "T" post for an angle point;
- S 87-31-41 E 1887.99 feet to a double 24" diameter cedar tree for an angle point; and
- N 58-29-41 E 222.18 feet to a 1/2" iron pin found by a 6" diameter cedar corner post for the Southwest corner of said 11.17 acres of land described as Part Two, the Southeast corner of said 788.321 acre tract of land, and an interior corner of this survey;

THENCE: Generally along fence, the West line of said 11.17 acres of land, the East line of said 788.321 acre tract of land, and the East line of that certain 592.788 acres of land, more or less, described in a Deed to Douglas K. Schreiber, et ux from Blanco Creek Ranch, Limited, dated April 27, 2001, as recorded in Volume 460 on Page 762 of the said Official Public Records, the following courses:

- N 00-38-54 E 1078.10 feet to a 5" diameter cedar post for an angle point;
- N 02-10-03 E 211.03 feet to a 4" diameter cedar post for an angle point;
- N 01-38-24 E 679.30 feet to a 1/2" iron pin found by an 8" diameter cedar post for an angle point;
- N 15-11-23 W 432.57 feet to a 4" diameter cedar post for an angle point;
- N 54-46-51 W 9.18 feet to a 4" diameter cedar post for an angle point;
- N 15-20-21 W 42.71 feet to a 6" diameter cedar post for an angle point;
- N 05-30-23 E 131.35 feet to a 1/2" iron pin found by a 12" diameter cedar tree for an angle point;
- S 79-11-25 E 12.20 feet to a 1/2" iron pin found by a 6" diameter cedar post for an angle point;
- N 15-13-23 E 250.47 feet to a 1/2" iron pin found by a 6" diameter cedar post for an angle point;

N 53-38-23 E 117.76 feet to a ½" iron pin found by an 8" diameter cedar post for an angle point;

N 02-16-14 E at 650.94 feet pass the Northeast corner of said 738.321 acre tract of land and the Southeast corner of said 592.788 acres of land, more or less, continuing a total distance of 861.91 feet to a 4" diameter cedar post for an angle point;

N 01-29-20 E 618.99 feet to a ½" iron pin found by a 4" diameter cedar post for an angle point;

N 00-36-43 W 297.35 feet to a 6" diameter cedar post for an angle point;

N 09-24-10 W 569.02 feet to a 28" diameter dead cedar tree for an angle point;

N 18-48-06 E 290.63 feet to a 4" diameter cedar post for an angle point; and

N 08-20-06 E 156.58 feet to a 4" diameter cedar post for the North corner of said 11.17 acres of land;

THENCE: Generally along fence, the upper West line of said 1944.43 acres of land, and the East line of said 592.788 acres of land, more or less, the following courses:

N 08-20-06 E 301.40 feet to a 4" diameter cedar post for an angle point;

N 04-15-52 E 1295.27 feet to a ½" iron pin found for an angle point;

N 16-22-14 E 306.14 feet to a ½" iron pin found for an angle point; and

N 10-13-25 E at 446.53 feet pass the recognized North line of said Survey No. 866, the recognized South line of said Survey No. 933, the West corner of said 1944.43 acres of land, the South line of that certain 1864.905 acre tract of land described as Tract 1 in a Deed to Marshall S. McCrea, III, et ux, from Ina C. Cannon and Eulah Claire Caraway, dated January 7, 2005, as recorded in Volume 549 on Page 529 of the said Official Public Records, and the Southwest corner of said 2.66 acres of land described as Part Three, continuing generally along fence and the West line of said 2.66 acres of land a total distance of 515.62 feet to a ½" iron pin found by an 8" diameter cedar corner post for the Northwest corner of said 2.66 acres of land and the upper Northwest corner of this survey;

THENCE: Generally along fence and the North and Northeast line of said 2.66 acres of land, N 84-46-42 E 425.08 feet to a 4" diameter cedar post for an angle point, S 89-24-10 E 859.52 feet to a 60d nail found by an 8" diameter dead cedar tree for an angle point, and S 54-48-36 E 171.62 feet to a ½" iron pin found on the recognized North line of said Survey No. 866 and the recognized South line of said Survey No. 933 for the Southeast corner of said 2.66 acres of land, the Northwest corner of that certain 14.92 acres of land described in a Deed to Richard Evans, II and Katherine Iles from Ameritrust Texas, N.A. and Philip R. Woods, Co-Testamentary Trustees, et al, dated September 10, 1992,

as recorded in Volume 319 on Page 728 of the said Official Public Records, an angle point in the upper Northeast line of said 1944.43 acres of land, and an angle point of this survey;

THENCE: Generally along fence, the upper Northeast line of said 1944.43 acres of land, and the Southwest line of said 14.02 acres of land, the following courses:

S 53-00-04 E 321.89 feet to a ½" iron pin found for an angle point;

S 72-14-42 E 266.90 feet to a steel "T" post for an angle point;

S 78-34-46 E 306.62 feet to a ½" iron pin found by a 6" diameter cedar post for an angle point; and

S 36-39-40 E 224.41 feet to a ½" iron pin found by a 6" diameter cedar corner post for the Southwest corner of said 14.02 acre tract of land, the Northwest corner of that certain 163.77 acres of land described in a Deed to Richard Evans, II and Kathryn Iles from Ameritrust Texas, N.A. and Philip R. Woods, Co-Testamentary Trustees, et al, dated September 4, 1992, as recorded in Volume 319 on Page 722 of the said Official Public Records, and an angle point of this survey;

THENCE: Generally along fence, the upper East and Northeast line of said 1944.43 acres of land, and the West and Southwest line of said 163.77 acres of land, the following courses:

S 02-06-59 E 1150.85 feet to a ½" iron pin found by a 6" diameter cedar post for an angle point;

S 32-06-35 W 269.53 feet to a ½" iron pin found by a 6" diameter cedar post for an angle point;

S 16-45-36 W 1205.53 feet to a ½" iron pin found by a 6" diameter cedar post for an angle point;

S 11-14-00 E 1071.46 feet to a ½" iron pin found by a 6" diameter cedar corner post for an angle point;

S 71-05-08 E 1133.56 feet to a ½" iron pin found by an 8" diameter cedar corner post for an angle point;

S 16-27-05 E 1044.59 feet to a ½" iron pin found by an 8" diameter cedar post for an angle point; and

S 29-10-41 E 339.54 feet to a ½" iron pin found by an 8" diameter cedar corner post for an interior corner of said 1944.43 acres of land, the Southwest corner of said 163.77 acres of land, and an interior corner of this survey;

THENCE: Generally along fence, a North line of said 1944.43 acres of land, and the South line of said 163.77 acre tract of land, N 82-44-29 E at 231.53 feet pass the recognized East line of said Survey No. 866 and the recognized West line of said Survey No. 865 for the Southeast corner of said 163.77 acres of land, the Southwest corner of that certain 2232.24 acres of land, more or less, described in a Deed to Richard Evans, II from Richard N. Evans, et ux dated March 4, 1987, as recorded in Volume 277 on Page 427 of the aforementioned Deed Records, and in a Deed to Kathryn Evans Iles from Richard N. Evans, et ux,

dated March 4, 1987, as recorded in Volume 277 on Page 429 of the said Deed Records, continuing generally along fence and the South line of said 2232.24 acres of land, more or less, a total distance of 907.98 feet to a ½" iron pin found by an 8" diameter cedar corner post for an angle point;

THENCE: Generally along fence, the easternmost North line of said 1944.43 acres of land, and the South line of said 2232.24 acres of land, more or less, N 47-16-56 E 1100.86 feet to a ½" iron pin found by a 10" diameter cedar corner post for an angle point, S 74-38-19 E 1413.33 feet to a ½" iron pin found by a 12" diameter live oak tree for an angle point, and N 72-16-43 E 1231.98 feet to a 1/2" iron pin found by an 8" diameter cedar corner post on the recognized East line of said Survey No. 865 and the recognized West line of said Survey No. 931 for the lower Northeast corner of said 1944.43 acres of land, an interior corner of said 2232.24 acres of land, more or less, and the lower Northeast corner of this survey;

THENCE: Generally along fence, the recognized East line of said Survey No. 865, the recognized West line of said Survey No. 931, and the middle East line of said 1944.43 acres of land, more or less, S 00-55-30 W 795.82 feet to a 2" diameter pipe corner post for the Northwest corner of said 7.13 acres of land described as Part Four, and an angle point of this survey;

THENCE: Generally along fence and a Northeast line of said 7.13 acres of land, S 39-00-22 E 138.68 feet to a 10" diameter cedar corner post for the Northwest corner of that certain 859.24 acres of land described in a Deed to Mary Barton from Milton Monroe Gabriel, dated April 10, 2000, as recorded in Volume 436 on Page 209 of the said Official Public Records, and an angle point of this survey;

THENCE: Generally along fence and the East line of said 7.13 acres of land and the West line of said 859.24 acres of land, the following courses:

S 00-02-13 W 142.77 feet to a 10" diameter cedar post for an angle point;

S 00-13-17 W 1028.22 feet to a 10" diameter cedar post for an angle point;

S 00-25-45 W 864.50 feet to a ½" iron pin found by a 20" diameter cedar tree for an angle point;

S 12-18-18 W 513.96 feet to a 6" diameter cedar corner post on the North line of a certain 2260.38 acres of land described in a Deed to Rancho Viejo Cattle Company, Ltd. from Casa Pobre, L.L.C., dated August 31, 1999, as recorded in Volume 422 on Page 537 of the said Official Public Records, for the Southwest corner of said 859.24 acres of land and an angle point of this survey;

THENCE: In conflict with the upper West line of said 2260.38 acres of land, generally along fence, and the East line of said 7.13 acres of land, the following courses:

S 00-24-42 E 808.77 feet to a 4" diameter cedar post for an angle point;

S 51-33-52 E 11.42 feet to a 4" diameter cedar post for an angle point; and

S 00-42-31 E 1086.80 feet to a 1/2" iron pin found by an 8" diameter cedar corner post for the Southeast corner of said 7.13 acres of land and the upper Southeast corner of this survey;

THENCE: Generally along fence and the South line of said 7.13 acres of land, N 89-56-50 W 66.85 feet to a 5/8" iron pin set on the recognized West line of said Survey No. 931 and the recognized East line of said Survey No. 868 for the Southwest corner of said 7.13 acres of land, the upper Southeast corner of said 1944.43 acres of land, and an interior corner of said 2260.38 acres of land;

THENCE: Generally along fence, the easternmost South line of said 1944.43 acres of land, and a middle North line of said 2260.38 acres of land, N 89-56-50 W 930.75 feet to a 1/2" iron pin found by a 6" diameter cedar corner post for an interior corner of said 1944.43 acres of land, a Northwest corner of said 2260.38 acres of land, and an interior corner of this survey;

THENCE: Generally along fence and the lower East line of said 1944.43 acres of land and in part along the recognized lower East line of said Survey No. 1029, the recognized upper West line of Survey No. 1030, Abstract No. 1484, W. E. C. Kelley, original Grantee, the following courses:

In part along a West line of said 2260.38 acres of land, S 00-04-37 W at 284.03 feet pass the recognized lower Northeast corner of said Survey No. 1029, the recognized Northwest corner of said Survey No. 1030, and an interior corner of said 2260.38 acres of land, continuing a total distance of 845.29 feet to a 1/2" iron pin found for an angle point;

S 00-44-48 E 554.65 feet to a steel "T" post for an angle point;

S 01-12-06 W 574.81 feet to a 4" diameter cedar post for an angle point; and

S 00-43-06 E 468.06 feet to a 1/2" iron pin found by a 6" diameter cedar corner post for the recognized Southeast corner of said Survey No. 1029, the recognized interior corner of said Survey No. 1030, the lower Southeast corner of said 1944.43 acres of land, and a middle Southeast corner of this survey;

THENCE: Generally along fence, the recognized lower South line of said Survey No. 1029, the recognized North line of said Survey No. 977, a lower South line of said 1944.43 acres of land, and the North line of said Horton Ranch, the following courses:

N 89-52-21 W 1147.68 feet to a 4" diameter cedar post for an angle point;

S 89-53-37 W 810.98 feet to a 3" diameter pipe post for an angle point;

N 87-33-54 W 48.56 feet to a 3" diameter pipe post for an angle point; and

N 89-21-38 W 1007.34 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 10th day of August, 2012.

Charles W. Rothe

Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160

