KLB [1/30/2014]
Item No. 9

AN ORDINANCE 2014-01-30-0050

AUTHORIZING ACQUISITION OF AN AQUIFER-PROTECTION CONSERVATION EASEMENT OVER THE APPROXIMATELY 3,141-ACRE W.O. ROTHE RANCH IN MEDINA COUNTY, TEXAS, FOR THE EDWARDS AQUIFER PROTECTION PROGRAM FOR APPROXIMATELY $2,651,921.50.

* * * * *

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

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

> A conservation easement substantially in the form attached as **Attachment I** on the W.O. Rothe Ranch, Medina County, Texas, 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. Payment in the amount of the $2,651,921.50 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 Texas Heritage Title Company, for land, due diligence and closing costs on a 3,141-acre tract of land known as the W.O. Rothe Ranch located in Medina County, Texas.

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

SECTION 5. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 30th day of January 2014.

M A Y O R
Julián Castro

Attest:

Leticia M. Vacek, City Clerk

Approved As To Form:

Robert F. Greenblum, City Attorney

Agenda Item:	**9**
Date:	01/30/2014
Time:	11:55:14 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing payment in the amount of $2,651,921.50 for the acquisition of a conservation easement on the 3,141-acre W.O. Rothe Ranch in Medina County, Texas, for the Edwards Aquifer Protection Program: [Peter Zanoni, Deputy City Manager; Mike Etienne, Officer, Office of EastPoint and Real Estate]
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				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x			x	
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

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

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

Conservation Easement

(_____ Ranch????)

Authorizing Ordinance:

Grantor:

Grantor's Address: ????? (??? County)

Grantee: City of San Antonio, a Texas municipal corporation

Grantee's Address: P.O. Box 839966, San Antonio, Bexar County, Texas 78283-3966 (Attn: Director, Capital Improvements Management Services Dept). (Bexar County)

Property: /?????/ as more particularly described on **Exhibit A**.

Predicate Facts

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

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

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

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

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

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

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

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

Grant, Rights, and Obligations

Now, Therefore, in consideration of the premises, the mutual covenants and promises contained herein, $10 in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor grants and conveys to Grantee in perpetuity a Conservation Easement in gross over the Property as of the Effective Date. This Easement is created under and is governed by Chapter 183 of the Texas Natural Resources Code, as amended, or its recodification.

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1. Basic Information.

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

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

2. Exhibits.

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

3. Purpose.

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

4. Definitions.

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

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

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

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

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

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

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

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

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

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

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

5. Development-Related Provisions.

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

5.02. Grantor must not:

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

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

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

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

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

5.02.06. Except as otherwise provided in this Easement or as reasonably necessary to conduct activities permitted under this Easement, ditch, drain, fill, dig, or otherwise make permanent, substantial topographical changes. Grantor needs no permission to build stock tanks or other surface water-retention facilities, but stock tanks and other surface water retention facilities not shown in the Report must not exceed two acres each and must not cause the Property to exceed the Maximum Increased Impervious Cover, if the bottom of the facility is impervious. Surface water retention facilities built to facilitate recharge do not count toward the Maximum Increased Impervious Cover.

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

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

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

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

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

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

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

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

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

6. Agriculture-Related Provisions.

6.01. Grantor must not:

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

6.01.02. Operate a horticultural nursery.

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

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

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

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

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

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

6.02.06. Foster the presence of wildlife on the Property.

6.02.07. Cut firewood for use on the Property.

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

7. Vegetation-Related Provisions.

7.01. Outside Building Envelopes, Grantor must not cut or remove vegetation, except Grantor may, without restriction, cut firebreaks up to 15 feet wide and cut and remove diseased or exotic vegetation or vegetation so damaged by natural forces as to be unable to survive. Grantor may further cut and remove native vegetation to further the Purpose, in Building Envelopes, and as may be reasonably necessary to conduct activities permitted under this Easement, but in so doing, it must minimize erosion and must not otherwise materially impair the Purpose.

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

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

8. Vehicle-Related Provisions.

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

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

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

9.01. Grantor must not:

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

9.01.02. Dump trash, rubbish, or other waste, except short-term storage of material accumulated in the course of conducting activities permitted under this Easement. All

such materials must be removed from the Property not less often than annually, and no such materials may leak chemicals into or otherwise pose a material degradation threat to the quality of water entering the Edwards Aquifer. Grantor may burn trash in a container, but Grantor must not permit the residue from the fire to be dumped on the soil. All such residue must be contained until it is removed from the Property.

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

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

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

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

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

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

10. Extraction-Related Provisions.

10.01. Grantor must not:

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

10.01.02. Remove topsoil or remove or mine sand, gravel, rock, or other materials. Notwithstanding any other provision of this Conservation Easement to the contrary, soil, sand, caliche, gravel or rock may be removed from the surface of the Property so long as such removal: (i) is solely for use on the Property for non-commercial purposes, (ii) is in conjunction with activities permitted herein, (iii) is accomplished in a manner which does not materially impair the Purpose, (iv) is limited to no more than two (2) one-acre removal sites on the Property at any one time, with no more than ten (10) such sites ever created unless otherwise approved by Grantee, and (v) that any area so disturbed is restored and replanted as appropriate with native vegetation at the

conclusion of the removal activity and prior to the creation of any new removal site if a new removal site will exceed the limit of no more than 2 such sites at any one time. Any activity permitted under this paragraph shall be undertaken and this provision shall be interpreted in a manner consistent with Sec. 170(h) of the United States Internal Revenue Code and the Treasury Regulations adopted pursuant thereto. Grantor may also permit archaeological digs supervised by qualified personnel.

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

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

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

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

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

11. Water Flow-Related Provisions.

Grantor must not:

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

11.02. Pollute the soil or surface or subsurface water or otherwise engage in activities materially detrimental to water purity or that could materially alter the natural water level or flow in or over the Property. This does not impair the right to use the wells permitted under this Easement for the purposes permitted under this Easement.

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

12. Requests for Approval.

12.01. When Grantee's consent is needed for any purpose under this Easement, Grantor must submit all such requests to Grantee in writing. The requests must set out all detail reasonably required by Grantee, including plans, specifications, and designs where appropriate.

The request must include a timetable sufficiently detailed to permit Grantee to monitor progress. Grantor must not make changes or take action for which Grantee's approval is required, unless expressly authorized in writing by Grantee.

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

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

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

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

13. No Public Access.

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

14. Ownership Obligations.

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

15. Grantee's Rights.

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

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

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

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

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

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

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

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

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

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

15.04. Grantor is responsible for remedying violations of this Easement, but Grantee has the right to prevent and correct violations through any means available at law or in equity, including injunction. If Grantee finds a violation, it may, at its discretion, take appropriate legal action or, at Grantor's expense, eliminate or ameliorate any material, continuing violation of this Easement, including any artificial condition that may materially impair the Purpose. Except when an ongoing or imminent violation might substantially diminish or impair the Purpose, Grantee must give Grantor 20-days' prior written notice before initiating action. If a violation cannot reasonably be corrected within 20 days, Grantee may allow Grantor a longer period that

is reasonably necessary under the circumstances to correct the violation. In such case, Grantor must begin corrective action with the 20 days and thereafter diligently and continuously pursue complete correction in good faith. Nothing in this Easement requires Grantor to restore the Property after any act of God or other event over which Grantor had no control, but Grantor must permit Grantee to correct conditions caused by such events that impair quantity or quality of recharge. In so doing, Grantee must not interfere unreasonably with Grantor's permitted uses of the Property.

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

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

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

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

16. Alienation by Grantee.

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

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

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

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

17. Alienation by Grantor.

The Property is freely alienable, in whole or in part, by Grantor, but Grantor must notify Grantee in writing at least 30 days before transfer. The notice must include the name of the buyer, the anticipated closing date, and evidence that the buyer has been given a copy of this Easement. If Grantor transfers all the Property or a Parcel of it to more than one transferee, the joint transferees must, at the closing of the transfer to them, designate a single party to receive

notices from Grantee and to give all approvals and consents to Grantee. If the joint transferees do not unanimously designate a contact for Grantee, Grantee may pick one at random with no liability to the other transferees. Grantor's transferees take subject to this Easement. This authorization of partial alienation does not authorize more than the maximum number of Parcels.

18. Amendment.

This Easement may be amended only with the written consent of both Grantor and Grantee. Any amendment must be consistent with the Purposes of this Easement and must comply with applicable law, including Sec. 170(h) of the Internal Revenue Code, as amended from time-to-time, and with Chapter 183 of the Texas Natural Resources Code, as amended from time-to-time.If the Grantee is the City of San Antonio, its consent to an amendment must be authorized by City Council or a successor governing body.

19. Termination, Condemnation.

19.01. The Easement may be terminated by judicial declaration if condemnation or a change in conditions on or around the Property renders it impossible to substantially fulfill the Purposes of this Easement.

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

20. Interpretation.

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

21. Severability.

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

22. Successor, Beneficiaries.

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

23. Encumbrance by Grantor.

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

24. Appropriations.

All obligations of the City of San Antonio under this Easement are funded through the City of San Antonio General Fund and are subject to the discretion of City Council whether to appropriate funding for any given year.

25. Notices from Governmental Authorities.

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

26. Easement Runs with the Land; No Merger.

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

27. Effective Date.

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

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

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

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

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

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

:**Approved as to Form**:

_____
City Attorney

THE STATE OF TEXAS §

COUNTY OF BEXAR §

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

_____
Notary Public, State of Texas

My Commission expires:_____

State of Texas §

County of Bexar §

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

Date:_____

_____
Notary Public, State of Texas

My Commission expires:_____

Attachment II

BEING a 3141.819 acre tract of land lying and being situated on the Seco Creek, eleven miles north of D'Hanis, in Medina County, Texas; about 14.2 miles N 48 deg W of the City of Hondo, the County Seat; and being more particularly described in Exhibit "A" attached hereto and made a part hereof;

TOGETHER WITH: A 30 foot wide Ingress-Egress Easement situated about 12 miles N 50 deg W of Hondo in Medina County, Texas, said easement lying wholly within survey No. 446, Abstract No. 274, George Cash, original Grantee, Survey No. 445, Abstract No. 781, Richard Roman, original Grantee, Survey No. 444, Abstract No. 640, John H. Lofton, original Grantee, and Survey No. 447, Abstract No. 509, Joseph Y. Hefford, original Grantee; and being more particularly described in Exhibit "B" attached hereto and made a part hereof.

KLB [1/30/2014]
Item No. 9

KOCH & KOCH LAND SURVEYORS, INC.
P.O. BOX 246 707 FM 1796 D'HANIS, TEXAS 78850
Office: 830-363-7331 Fax: 830-363-7441
E-Mail: kochkoch@swtexas.net

3141.819 ACRE TRACT

THE STATE OF TEXAS)
COUNTY OF MEDINA)
Field Notes of a perimeter/boundary survey of a 3141.819 acre tract of land, made for Green Spaces Alliance of South Texas.

Said 3141.819 acre tract of land lying and being situated on the Seco Creek, eleven miles north of D'Hanis, in Medina County, Texas; about 14.2 miles N 48° W of the City of Hondo, the County Seat; and containing acreages in the various original Surveys, as follows:

Sur. No.	Original Grantee	Abst. No.	Acres
303	H.E. & W.T. R.R. Co.	1151	0.073
305	H.E. & W.T. R.R. Co.	1150	682.607
308	H.E. & W.T. R.R. Co. (F. Rothe & Brothers)	1227	2.292
331	E.L. & R.R. R.R. Co.	1197	308.241
444	John H. Lofton	640	693.141
445	Richard Roman	781	239.192
447	Joseph T. Hefford	509	715.176
460	George W. Cash	273	501.097
		Total	3141.819 Acres

Said 3141.819 acre tract being in most part the same lands referred to as 1580.45 acres, as conveyed to W. O. Rothe Ranch, Ltd. (Rothe Ranch), by Walter S. Rothe, by General Warranty Deed dated December 28, 2012, and recorded in Vol. 875, Pages 643-644, of the Official Public Records of said County; and 1577.10 acres (north part of 2104.07 acres), as conveyed to W. O. Rothe Ranch, Ltd., by Stella Mae Paschal Rothe, by General Warranty Deed dated December 28, 2012, and recorded in Vol. 875, Pages 645-646, of the Official Public Records of said County. Said 3141.819 acre tract also being in most part the same lands described as 3157.555 acres, in three tracts, as follows: 1.) a 2149.9 acre tract and a 204 acre homestead tract, as recorded in Vol. 53, Page 357, et seq., of the Deed of Trust Records of said County, 2.) a 400 acre tract, as recorded in Vol. 185, Pages 94-95, of the Deed Records of said County, and 3.) a 403.655 acre tract, as recorded in Vol. 49, Pages 423-426, of the Official Public Records of said County. Said 3141.819 acre tract being bounded on the west, from south to north, by the following: 1.) the BFPL, Ltd. 1755.130 acres, designated as "Tract 2", as recorded in Vol. 874,

Pages 777-782, of the Official Public Records of said County, 2.) the Raleigh R. Ross 4168.135 acre tract, as recorded in Vol. 582, Pages 1266-1276, of the Official Public Records of said County, and 3.) the Recordbuck, Ltd. 4608.844 acre tract, as recorded in Vol. 535, Pages 854-861, of the Official Public Records of said County; on the upper north, upper east, middle north, and middle east by the Ralph J. Curtis, Jr. 2635.683 acre tract, as recorded in Vol. 405, Pages 673-685, of the Official Public Records of said County; on the lower north, from west to east, by the said Ralph J. Curtis, Jr. 2635.683 acre tract, and the Ferd G. Tschirhart 762.9 acre tract, as recorded in Vol. 335, Pages 537-538, of the Official Public Records of said County (described in Vol. 227, Pages 636-638, Deed Records); on the lower east, from north to south, by the following: 1.) the said Ferd G. Tschirhart 762.9 acre tract, 2.) the Shirley A. Fohn 233.7800 acre tract, designated as "Tract 3", as recorded in Vol. 86, Pages 308-329, of the Official Public Records of said County, 3.) the John C. Bendele 236.9433 acre tract, designated as "Tract 4", as recorded in Vol. 86, Pages 308-329, of the Official Public Records of said County, and 4.) the Shirley Fohn & Siblings 6.92 acre tract [known as the Calvin and Mary Bendele house tract], as recorded in Vol. 558, Pages 1016-1017, of the Official Public Records of said County; and on the southeast and south, from east to west, by the said John C. Bendele 236.9433 acre tract, and the Randall G. Quick, et ux. 384.506 acre tract, as recorded in Vol. 858, Pages 797-800, of the Official Public Records of said County. Said 3141.819 acre tract encompassing portions of Cedar Creek and said Seco Creek, and being more fully described by metes and bounds, as follows:

BEGINNING at the center of a 2-3/8" Steel Pipe 2-way fence corner post, at the common corner of the following four original Surveys, viz: the N.W. corner of said Sur. No. 44, the N.E. corner of said Sur. No. 447, the S.E. corner of said Sur. No. 305, and the S.W. corner of said Sur. No. 303; for the S.S.W. corner of said Curtis 2635.683 acre tract, the lower northeast re-entrant corner of said Rothe Ranch, and the lower northeast re-entrant corner of this tract;

THENCE with fence, the south line of said Sur. No. 303, and the north line of said Sur. No. 444; with the lower south side of said Curtis 2635.683 acre tract and the upper south side of said Tschirhart 762.9 acre tract, respectively; along the lower north side of said Rothe Ranch, and the lower north side of this tract, as follows:

S 89° 20' 27" E, passing under electric transmission lines bearing S 20° 36' 42" E into this described tract; at 733.41 ft. pass the center of a gate, in the middle of an existing private gravelled

road; at the entrance to said Curtis 2635.683 acre tract, at the north terminal of the centerline of a Ratification & Designation of a Non-Exclusive Access Easement (30.00 ft. wide -- Vol. 335, Pages 891-909, Official Public Records), crossing this described tract; and thence passing under another electric transmission line bearing S 41° 42' 14" W into this described tract; total 824.24 ft. to a 5/8" Steel Pin set at a 6" cedar 3-way fence corner post, in said survey line, at the S.S.E. corner of said Curtis 2635.683 acre tract, the W.S.W. corner of said Tschirhart 762.9 acre tract, for corner;

S 89° 31' 27" E 1398.69 ft. to a 5/8" Steel Pin set at a cedar fence post, for corner; and

THENCE S 89° 26' 17" E 1617.12 ft. to the center of a 6" cedar 3-way fence corner post, found in concrete; in said survey line, at the southwest re-entrant corner of said Tschirhart 762.9 acre tract; for the E.N.E. corner of said Rothe Ranch, and the E.N.E. corner of this tract;

THENCE leaving said survey line; and with fence; with the lower west side of said Tschirhart 762.9 acre tract, the west side of said Fohn 233.7800 acre tract, the upper west side of said Bendele 236.9433 acre tract, and the west side of said Fohn & Siblings 6.92 acre tract, respectively; along the lower east side of said Rothe Ranch, and the lower east side of this tract, as follows:

S 00° 23' 25" E 2103.20 ft. to a 5/8" Steel Pin found at a 3-way cedar fence corner post, at the S.S.W. corner of said Tschirhart 762.9 acre tract, the N.W. corner of said Fohn 233.7800 acre tract, for corner;

S 00° 22' 01" E 5231.11 ft. to a 5/8" Steel Pin found at a 10" Live Oak Tree 3-way fence corner, at the S.W. corner of said Fohn 233.7800 acre tract, the N.N.W. corner of said Bendele 236.9433 acre tract, for corner;

S 04° 06' 35" E 332.02 ft. to a 5/8" Steel Pin set at a 2-way fence corner post, for corner;

S 09° 46' 19" W, at 128.05 ft. cross the south line of said Sur. No. 444, the north line of said Sur. No. 445; crossing said Seco Creek; total 263.48 ft. to a 5/8" Steel Pin set at a 2-way Steel "T" post fence corner, on the southwest bank of said Seco Creek, for corner;

S 04° 29' 40" W 182.85 ft. to a 5/8" Steel Pin set at a 48" Live Oak Tree fence corner, for corner;

S 00° 52' 53" E 205.91 ft. to a 5/8" Steel Pin set at a 36" Live Oak Tree fence corner, for corner; and

THENCE S 04° 09' 19" W, at 158.37 ft. pass the center of a

cattleguard, in the middle of said existing private gravelled road, in the center of said Non-Exclusive Access Easement; and thence passing under electric transmission lines bearing N 53° 04' 35" W into this described tract; at 332.85 ft. (record) pass a S.W. corner of said Bendele 236.9433 acre tract, the N.W. corner of said Fohn & Siblings 6.92 acre tract; total 1008.85 ft. to a 5/8" Steel Pin set at a 2-way fence corner post, in a northeast side of said Bendele 236.9433 acre tract; at the W.S.W. corner of said Fohn & Siblings 6.92 acre tract; for the E.S.E. corner of said Rothe Ranch, and the E.S.E. corner of this tract;

THENCE with fence; with the northeast and northwest sides of said Bendele 236.9433 acre tract, and the north side of said Quick 384.506 acre tract, respectively; along the southeast and south sides of said Rothe Ranch, and the southeast and south sides of this tract, with 5/8" Steel Pins found at fence corner posts, at corners (unless noted), as follows:

N 47° 33' 00" W, passing under electric transmission lines bearing N 37° 39' 52" E into this described tract, 598.25 ft. to a 5/8" Steel Pin set at a 3-way fence corner post, at the westernmost North corner of said Bendele 236.9433 acre tract, for corner;

S 52° 04' 52" W 2844.89 ft. to a 5/8" Steel Pin set at a 3-way fence corner post, in the northeast side of said Quick 384.506 acre tract, at the West corner of said Bendele 236.9433 acre tract, for corner;

N 51° 35' 30" W 951.03 ft.;

N 89° 08' 04" W 637.84 ft. to a 5/8" Steel Pin found in fence, for corner;

N 89° 15' 29" W 366.33 ft. to a 5/8" Steel Pin set at a fence corner post, for corner;

N 88° 32' 54" W 470.80 ft. to a "60-D" Nail set in the base of a dead 20" Live Oak Tree 3-way fence corner, in the west line of said Sur. No. 445, the lower east line of said Sur. No. 460, for corner;

S 85° 29' 58" W, leaving said survey line, 23.49 ft.;

N 89° 54' 18" W 399.41 ft. to a "60-D" Nail set in the base of a 10" Live Oak Tree fence corner, for corner;

N 89° 15' 55" W 473.51 ft. to a "60-D" Nail set in the base of an 18" Live Oak Tree fence corner, for corner;

N 89° 26' 15" W 214.53 ft.;

N 89° 04' 12" W 596.71 ft.;

S 81° 32' 20" W 25.45 ft. to a 5/8" Steel Pin found at a 4-way fence corner post, for corner; and

THENCE N 89° 27' 45" W 2635.14 ft. to a capped 5/8" Steel Pin

found in a high-fence, at a 3-way fence corner post; in the west line of said Sur. No. 460, the east line of Sur. No. 448, V. R. Holmes; in the east side of said BFPL 1755.130 acres, at the N.W. corner of said Quick 384.506 acre tract; for the S.W. corner of said Rothe Ranch, and the S.W. corner of this tract;

THENCE with fence; with the east sides of said BFPL 1755.130 acres, said Ross 4168.135 acre tract, and said Recordbuck 4608.844 acre tract, respectively; along the west side of said Rothe Ranch, and the west side of this tract, with the center of 2-7/8" Steel Pipe high-fence brace posts, found at corners (unless noted), as follows:

N 00° 12' 30" W, with the east line of said Sur. No. 448, the west line of said Sur. No. 460 (until noted), 1182.43 ft.;

N 00° 16' 08" W 1327.11 ft.;

N 00° 13' 51" W 1604.81 ft. to a 5/8" Steel Pin found in said high-fence, at the N.E. corner of said BFPL 1755.130 acres, the S.E. corner of said Ross 4168.135 acre tract, for corner;

N 00° 16' 57" W, at 291.79 ft. pass the N.W. corner of said Sur. No. 460, the S.W. corner of said Sur. No. 447; and thence with the west line of said Sur. No. 447, the east lines of said Sur. No. 448 and Sur. No. 448-1/2, Johann Behrendt, respectively (until noted); re-crossing said Seco Creek; total 2052.85 ft. to the center of a 2-3/8" Steel Pipe high-fence post, for corner;

N 00° 16' 37" W 1225.84 ft.;

N 00° 20' 09" W, with the west line of said Sur. No. 447, the east lines of said Sur. No. 448-1/2 and Sur. No. 262-1/2, John Reinhard, respectively (until noted), 1959.47 ft. to the center of a 2-3/8" Steel Pipe high-fence post, for corner;

N 00° 21' 41" W, at 693.66 ft. pass the N.W. corner of said Sur. No. 447, the S.W. corner of said Sur. No. 305; and thence with the west line of said Sur. No. 305, the east line of said Sur. No. 262-1/2 (until noted); total 733.30 ft.;

N 00° 41' 42" E 979.36 ft.;

N 01° 00' 32" E 1353.74 ft.;

N 01° 13' 37" E, passing the N.E. corner of said Sur. No. 262-1/2, the S.E. corner of Sur. No. 306, Jacob Reinhart; and thence with the west line of said Sur. No. 305, the east line of said Sur. No. 306 (until noted); 839.94 ft.;

N 01° 05' 29" E 944.70 ft.;

N 00° 12' 06" E 455.74 ft. to the center of a 2-7/8" Steel Pipe 3-way high-fence post, at the N.E. corner of said Ross 4168.135 acre tract, the S.E. corner of said Recordbuck 4608.844 acre tract, for corner;

N 00° 33' 16" E, at 805.39 ft. pass the N.W. corner of said Sur. No. 305, the S.S.W. corner of said Sur. No. 331; and thence with

the lower west line of said Sur. No. 331, the east line of said Sur. No. 306; total 1204.86 ft. to the center of a 2-3/8" Steel Pipe high-fence brace post, for corner;

N 00° 14' 46" W 1589.42 ft. to the center of a 2-7/8" Steel Pipe high-fence post, found on top of a ridge, for corner; and

THENCE N 00° 27' 57" W 2738.80 ft. to the center of a 2-7/8" Steel Pipe 3-way high-fence corner post, in said last-mentioned survey line; in the east side of said Recordbuck 4608.844 acre tract; at the W.S.W. corner of said Curtis 2635.683 acre tract; for the N.W. corner of said Rothe Ranch, and the N.W. corner of this tract;

THENCE leaving the east line of said Sur. No. 306, the lower west line of said Sur. No. 331, and the east side of said Recordbuck 4608.844 acre tract; and with fence; with the upper south, middle west, middle south, and lower west sides of said Curtis 2635.683 acre tract; along the upper north, upper east, middle north, and middle east sides of said Rothe Ranch, and the upper north, upper east, middle north, and middle east sides of this tract, with the center of 2-7/8" Steel Pipe high-fence posts, found at corners (unless noted), as follows:

N 89° 16' 28" E 463.15 ft.;

N 89° 10' 39" E 1911.28 ft. to the center of a 2-7/8" Steel Pipe 2-way high-fence corner post, found in the northeast line of said Sur. No. 331, the southwest line of Sur. No. 307, H.E. & W.T. R.R. Co., at the N.N.E. corner of said Rothe Ranch, for corner;

S 20° 05' 59" E, with said survey line, 1621.51 ft. to the center of a 2-7/8" Steel Pipe 2-way high-fence corner post, found in the southwest line of said Sur. No. 307, at the lower N.E. corner of said Sur. No. 331, the N.W. corner of said Sur. No. 308, for corner;

S 00° 11' 28" E, with the lower east line of said Sur. No. 331, the upper west line of said Sur. No. 308, 3199.53 ft.;

S 27° 50' 28" E, leaving said survey line, and crossing the upper S.W. corner of said Sur. No. 308, 43.66 ft. to the center of a 2-7/8" Steel Pipe 2-way high-fence corner post, found in the upper south line of said Sur. No. 308, the north line of said Sur. No. 305, for corner;

N 89° 36' 08" E, with said survey line, 2495.11 ft. to the center of a 2-3/8" Steel Pipe 3-way high-fence corner post, found at the N.E. corner of said Sur. No. 305, the southwest re-entrant corner of said Sur. No. 308, for corner;

S 01° 17' 09" E, leaving said survey corner, and diverging easterly from the east line of said Sur. No. 305, the lower west line of said Sur. No. 308 (until noted), 926.32 ft. to a 5/8" Steel Pin set at a 4" cedar fence post, for corner;

S 01° 16' 11" E 594.26 ft. to the center of a 7" cedar 3-way fence corner post, at the end of said high-fence, for corner;

S 00° 34' 45" E 359.40 ft. to the center of a 2-3/8" Steel Pipe fence post, found for corner;

S 02° 13' 20" E 295.36 ft. to a "60-D" Nail set in the base of an 11" Live Oak Tree 2-way fence corner, for corner; and

THENCE S 00° 23' 45" W, now converging back toward the east line of said Sur. No. 305; at 2524.01 ft. cross the lower south line of said Sur. No. 308, the north line of said Sur. No. 303; total 3260.50 ft. to the place of BEGINNING:

NOTE: This 3141.819 acre tract is subject to a Ratification & Designation of a Non-Exclusive Access Easement (30.00 ft. wide), crossing its lower east portion, as recorded in Vol. 335, Pages 891-909, of the Official Public Records of said County, as mentioned herein.

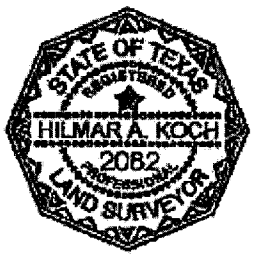
NOTE: Bearings and distances noted herein are true geodetic, based on Global Navigation Satellite System (GNSS) observations (WGS '84 Datum).

Surveyed: August 1 - 6, 2013.

Field Crew Personnel: Spencer J. Burrell
Michael J. Koch

THE STATE OF TEXAS)
COUNTY OF MEDINA)

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



Hilmar A. Koch
Registered Professional
Land Surveyor No. 2082

KLB [1/30/2014]
Item No. 9

THE STATE OF TEXAS PREPARED FOR: Larry Hyden
COUNTY OF MEDINA

FIELD NOTES TO DESCRIBE

A survey of the centerline of a 30-foot-wide Ingress-Egress Easement situated about 12 miles N 50° W of Hondo, in Medina County, Texas, said easement lying within Survey No. 446, Abstract No. 274, George W. Cash, original Grantee, Survey No. 445, Abstract No. 781, Richard Roman, original Grantee, Survey No. 444, Abstract No. 640, John H. Lofton, original Grantee, and Survey No. 447, Abstract No. 509, Joseph Y. Rafford, original Grantee, lying within that certain 364.143 acre tract of land described in a deed to Fred L. Graff, et ux from Texas A & M University Development Foundation, dated August 18, 1995, as recorded in Volume 253 on Page 507 of the Official Public Records of Medina County, Texas, within that certain 153.938 acre tract of land described as Tract 5 in a Partition Deed to Ray Allen Bendele from Calvin John Bendele, et ux, et al, dated June 14, 1988, as recorded in Volume 86 on Page 308 of the aforementioned Official Public Records, within that certain 236.943 acre tract of land described as Tract 4 in a Partition Deed to John Charles Bendele from Calvin John Bendele, et ux, et al, dated June 14, 1988, as recorded in Volume 86 on Page 308 of the said Official Public Records, and within that certain 2121 acres of land, more or less, described in a deed to Bonnard Rothe from Mrs. Maude Rothe, et al, dated November 14, 1951, as recorded in Volume 154 on Page 3 of the Deed Records of Medina County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a point on the centerline of the northern terminus of County Road 321 and the recognized South line of said Survey No. 446 being N 89-46-36 W 9.15 feet from the centerline of a cattle-guard and S 89-46-36 E 20.00 feet from a 5/8" iron pin found for the Northwest corner of that certain 18.303 acre tract of land described in a deed to David W. McQueston, et ux from Beatrice Ney Koch, et vir, dated June 29, 1987, as recorded in Volume 61 on Page 673 of the aforementioned Official Public Records from which a 4" x 4" concrete marker with brass disk stamped "SE Sur 445" for the Southeast corner of said Survey No. 445 and the Southwest corner of said Survey No. 446 bears N 89-46-36 W 20.00 feet and N 89-38-51 W 890.88 feet;

THENCE: Along the centerline of an existing gravel roadway, the following courses:

N 22-46-22 E 91.48 feet to an angle point;

N 27-36-33 E 123.44 feet to an angle point;

N 15-36-29 E 119.43 feet to an angle point;

N 03-06-33 E 102.46 feet to an angle point;

N 09-41-01 W 376.32 feet to an angle point;

N 19-31-19 W 446.87 feet to an angle point;

N 23-07-52 W 123.62 feet to an angle point;

N 29-40-04 W 616.05 feet to an angle point;

N 38-31-38 W 393.98 feet to an angle point;

N 30-57-05 W 367.62 feet to an angle point;

N 29-58-18 W 336.26 feet to an angle point;

N 36-53-59 W 250.68 feet to an angle point;

N 40-26-44 W 196.00 feet to an angle point;

N 36-29-08 W 177.34 feet to an angle point;

N 29-13-20 W 796.53 feet to an angle point;

N 29-29-48 W 516.83 feet to an angle point;

N 27-28-24 W 341.34 feet to an angle point;

N 33-15-40 W 142.95 feet to an angle point;

N 41-56-51 W 230.56 feet to an angle point;

N 49-46-17 W 358.76 feet to a point on the centerline of a cattleguard for the Northwest line of said 364.143 acre tract of land, the Southeast line of said 153.935 acre tract of land, and an angle point of this easement;

N 52-58-59 W 301.22 feet to an angle point;

N 57-49-49 W 68.13 feet to an angle point;

N 65-56-55 W 124.97 feet to the centerline of a cattleguard on a Northwest line of said 153.935 acre tract of land, a Southeast line of said 236.943 acre tract of land and an angle point of this easement;

N 70-12-50 W 461.63 feet to an angle point;

N 72-24-59 W 362.29 feet to an angle point;

N 55-37-59 W 171.85 feet to an angle point;

N 76-38-05 W 53.25 feet to an angle point;

N 50-46-10 W 227.48 feet to an angle point;

N 37-21-03 W 116.47 feet to an angle point;

N 22-28-03 W 118.07 feet to an angle point;

N 08-47-51 W 218.05 feet to an angle point;

N 18-44-44 W 146.65 feet to an angle point;

N 35-29-46 W 145.16 feet to an angle point;

N 46-06-02 W 209.03 feet to an angle point;

N 53-39-09 W 172.24 feet to a point on the centerline of a cattleguard on the upper West line of said 236.943 acre tract of land, the lower East line of said 2121 acre tract of land, and an angle point of this easement;

N 64-44-51 W 249.39 feet to an angle point;

N 50-40-15 W 306.02 feet to an angle point;

N 59-42-50 W 806.36 feet to an angle point;

N 45-18-52 W 384.10 feet to an angle point;

N 06-12-14 E 249.13 feet to an angle point;

N 02-39-26 E 127.68 feet to an angle point;

N 14-30-28 E 152.07 feet to an angle point;

N 10-24-09 E 153.65 feet to an angle point;

N 18-02-01 E 223.88 feet to an angle point;

N 01-30-05 W 283.90 feet to an angle point;

N 02-50-19 E 141.72 feet to an angle point;

N 02-07-36 W 136.17 feet to an angle point;

N 00-48-53 E 179.52 feet to an angle point;

N 23-06-47 E 112.63 feet to an angle point;

N 52-40-50 E 102.85 feet to an angle point;

N 49-25-51 E 70.25 feet to an angle point;

N 25-06-18 E 67.15 feet to an angle point;

N 31-00-57 E 64.65 feet to an angle point;

N 36-35-28 E 160.73 feet to an angle point; and

N 18-08-02 E 52.51 feet to a point on the centerline of a 15-foot-wide gate on the recognized North line of said Survey No. 444, the recognized South line of Survey No. 303, Abstract No. 1151, H. E. & W. T. RR. Co., original Grantee, the recognized lower North line of said 2121 acre tract of land and the lower South line of that certain 2635.683 acre tract of land described in a deed to Larry G. Hyden from Philip L. Davidson, et ux, et al, dated May 12, 1995, as recorded in Volume 243 on Page 719 for the terminus point of the centerline of this foot-wide Ingress-Egress Easement from which a 10" diameter cedar corner post for the recognized common survey corner of said Survey No. 303, said Survey No. 444, said Survey No. 447, and Survey No. 305, Abstract No. 1150, H.E. & W.T. RR. Co., original Grantee, an interior corner of said 2121 acre tract of land, and the lower Southwest corner of said 2635.683 acre tract of land bears N 89-15-39 W 732.99 feet.

The bearings are relative to the bearing along the lower South line of said 2635.683 acre tract of land between a 10" diameter cedar corner post and a 12" diameter oak stump having a bearing and distance of N 89-15-39 W 823.93 feet.

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 21st day of September, 1998.

Acquisition of Conservation Easement on the W.O. Rothe Ranch

Medina County – 3,141 acres

Item # 9

January 30, 2014

Mike Etienne, PhD

Office of EastPoint and Real Estate

Background

- Edwards Aquifer supplies over 90% of San Antonio's drinking water
- Objective of Edwards Aquifer Protection Program to protect City's main water source by protecting recharge quality and quantity
- Since the program began in 2000, 116,683 acres have been protected over Recharge and Contributing Zones

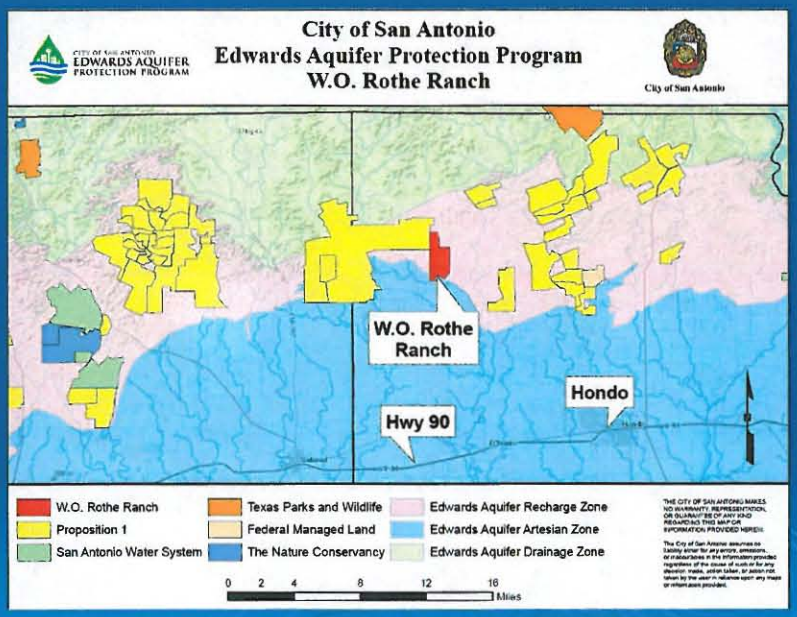
Request:

To authorize payment for acquisition of a conservation easement for land, due diligence and closing costs in Medina County for the Edwards Aquifer Protection Program

W.O. Rothe Ranch

W.O. Rothe Ranch

Total Acreage: 3,141
Total Request: $2,651,921.50



W.O. Rothe Ranch

3,141 acres - Medina County

- Appraised value: $2,583,778.05
  - Appraiser – Stouffer & Assoc.
- Total closing costs: $2,651,921.50
- Price per acre: $823
- Easement value is 35% of appraised value
- Property contains numerous caves, faults, springs and sinkholes
- Ranked in top 10% of the SET Model
- Acquisition of this easement will results in over 20,200 contiguous acres of City-protected land within the Seco Creek watershed

Cave

W.O. Rothe Ranch

Support

- The City Council appointed Conservation Advisory Board (CAB) recommends approval of this request
- The Edwards Aquifer Authority (EAA) issued reports stating that preservation of the W.O. Rothe Ranch would provide high water quality and quantity benefits to the City of San Antonio
- The W.O. Rothe Ranch will be the 50th conservation easement under the Proposition 1 program, and will increase the total City-protected land to 119,824 acres

Recommendation

- The Conservation Advisory Board (CAB) recommended approval of this request at its regular meeting on October 23, 2013.

- Staff recommends approval of allocation of $2,651,921.50 to acquire a conservation easement totaling 3,141 acres for the Edwards Aquifer Protection Program