AZJ
9/04/14
Item No. 16A

AN ORDINANCE 2014-09-04-0650

AUTHORIZING PAYMENT FOR REAL PROPERTY INTERESTS, DUE DILIGENCE AND CLOSING COSTS ON AN APPROXIMATELY 720-ACRE TRACT OF LAND KNOWN AS THE BARKLEY RANCH LOCATED IN UVALDE COUNTY, TEXAS, IN THE AMOUNT OF $2,312,160.66, TO INDEPENDENCE TITLE COMPANY, AS ESCROW AGENT, FOR TITLE ON A CONSERVATION EASEMENT.

* * * * *

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 Barkley 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 the form of and executing all necessary or convenient instruments and agreements.

SECTION 3. Payment in the amount of the $2,312,160.66 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 Independence Title Company, for real property interests, due diligence and closing costs on a 720-acre tract of land known as the Barkley Ranch located in Uvalde County, Texas.

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

SECTION 5. The acquisition of property must be coordinated through the city's Finance Department to assure the addition of these assets into the City's financial records and to record the proper accounting transactions.

SECTION 6. 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 4th day of September, 2014.

M A Y O R
Ivy R. Taylor

Attest:

Leticia M. Vacek, City Clerk

Approved As To Form:

Robert F. Greenblum, City Attorney

Agenda Item:	**16A (in consent vote: 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16A, 16B, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28A, 28B, 28C)**
Date:	09/04/2014
Time:	09:32:40 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing payment for real property interests, due diligence and closing costs on a 720-acre tract of land known as the Barkley Ranch located in Uvalde County, Texas, in the amount of $2,312,160.66, from the voter approved Edwards Aquifer Protection Sales Tax Venue project, to Independence Title Company, as escrow agent for title on a conservation easement.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Diego Bernal	District 1		x				
Keith Toney	District 2		x				x
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Mari Aguirre-Rodriguez	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9	x					
Michael Gallagher	District 10		x				

Attachment I

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

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

Conservation Easement

Concan Partnership & Frio Property LTD.

Authorizing Ordinance:	
Grantor:	Concan Partnership & Frio Property LTD.
Grantor's Address:	
Grantee:	City of San Antonio, a Texas municipal corporation, for the use, benefit and control of the San Antonio Water System
Grantee's Address:	San Antonio Water System 2800 US Hwy 281N San Antonio, Texas 78212 Attn: Manager, Corporate Real Estate
Property:	720.37 acres, 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.

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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1. Basic Information.

Maximum Number of Parcels:	1
Maximum Number of Building Envelopes:	Up to but no more than 5 Building Envelopes, which shall not exceed 10 acres in size in total
No-Development Zones:	As more particularly described on **Exhibit B**. Structures identified in the Report need not be removed.
Maximum Increased Impervious Cover:	156,896.58 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:	5
Report:	The Easement Documentation Report dated _____ prepared by Bowman Consulting 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 ensure 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. There are five (5) permitted Building Envelopes on the Property. They are identified on the Report. The total acreage of all the Building Envelopes is ten (10) 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. This definition includes cultivation, earthmoving, land forming, land grading, and land planing.

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, 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, 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. 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. 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 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.).

4.14. Exotic means not naturally occurring in the Edwards Plateau or South Texas Plains eco-region.

4.15. Indigenous means naturally occurring in the Edwards Plateau or South Texas Plains eco-region.

4.16. Fertilizer means any synthetically produced or manufactured fertilizer. Processed organic fertilizers, such as compost, and naturally occurring fertilizers, such as peat or manure, are not considered to be a synthetically produced or manufactured fertilizer and do not fall under this term.

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 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 scientific 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 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 . Construct, maintain, and restore pervious roadways as well as Roads anywhere on the Property, provided however that Roads not shown in the Report can only be constructed in no Development Zones with the permission of Grantee in accordance with the requirements of Section 12.

5.03.06. 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 ensure 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 commercial feedlot, poultry farm, or similarly Confined Animal Feeding Operation. This provision shall not be construed to restrict the holding and feeding of Grantor's livestock or wildlife in a confined feeding area in connection with gathering, birthing, transporting, feeding, caring for or doctoring livestock or wildlife, nor does the term apply to corrals or other holding areas for horses, wildlife or other livestock used by Grantor.

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, including wildlife plots, 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. Stock and 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), a Texas Parks and Wildlife Department-provided wildlife management plan (TPWD Plan), or a plan provided by a qualified range management specialist, so long as the activities in the provided plan are consistent with the terms of this Easement. Any NRCS Plan, TPWD Plan, or range management specialist plan must be reviewed and approved by Grantee in accordance with Section 12 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 by Grantee, or as permitted by the brush control plan detailed at 7.02.01.

7.01.02. Plow or use Fertilizers, except in fields or food plots permitted under this Easement or shown in the Report, or approved subsequently by Grantee.

7.01.03. Cut or remove vegetation outside Building Envelopes, except Grantor may, without restriction and anywhere on the property, 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 Indigenous and Exotic vegetation to further the Purpose, in Building Envelopes, to maintain access to fence lines, 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 anywhere on the Property according to a United States Department of Agriculture Natural Resource Conservation Service-provided plan (NRCS Plan) a plan provided by a qualified range management specialist, or Grantee-provided 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 such plan or program NRCS Plan must be reviewed and approved by Grantee in accordance with Section 12 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.

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, 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 commercial off-road 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.

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, or in a Grantee-approved plan.

Grantee's list may change from time to time and may impose time, quantity, and use restrictions. While the City of San Antonio for the use, benefit and control of the San Antonio Water System ("SAWS") is the Grantee, the President/CEO of SAWS or his designee may alter the list without further action or authorization by City Council or the SAWS Board of Trustees. 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. Use the surface of the Property 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. 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.

10.01.03. 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.

10.01.04. 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. 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 a Road 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 not within 500 feet of a recharge feature.

10.03. No party to this Easement may hereafter extract 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 extract the minerals.

10.04. 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.

10.05. 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. Grantor's and Grantee's joint right to consent is such that neither can consent without joinder of the other.

10.06. 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 Roads, . and further provided however that Grantor is permitted to construct a new bridge at a location shown on the Report, in accordance with all applicable laws or governmental regulations.

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. In making its evaluation, Grantee shall evaluate whether Grantor's request will materially impact the Purpose.

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 for the use, benefit and control of the San Antonio Water System" 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 President/CEO of SAWS or his duly authorized designee without authorization of City Council or the SAWS Board of Trustees. Grantee is not estopped by the actions of anyone to whom the President/CEO's authority has not been duly delegated. If SAWS no longer has a President/CEO, the governing body of the SAWS (currently its Board of Trustees) 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 SAWS and its President/CEO 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. Grantor acknowledges that the City of San Antonio, for itself, shall also have the right to enter the Property twice a calendar year to inspect. 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 and the City of San Antonio, for itself, must not interfere unreasonably with Grantor's permitted uses of the Property. Grantee and the City of San Antonio, for itself, shall use its reasonable efforts to ensure 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 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 is 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 a mutually agreed location outside of Building Envelopes (unless Grantor approves in its sole discretion a location inside of a Building Envelope) one recharge structure 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, and the City of San Antonio, for itself, under Section 15.01.02,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. In the event this Easement is assigned by

the Grantee 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.

17.01.03. If Grantee seeks to divest itself of this Easement, the City of San Antonio has a right of first refusal to the Easement pursuant to a separate Property Substitution Agreement between the San Antonio Water System and the City of San Antonio, and must be offered the Easement in accordance with said Substitution Agreement before the Easement is transferred to another holder. Without binding the parties, Grantor and Grantee agree that The Nature Conservancy of Texas will be considered as a possible transferee in the event that this occurs.

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 Chapter 183 of the Texas Natural Resources Code, as amended from time-to-time. For so long as the Grantee is the City of San Antonio for the use, benefit and control of the San Antonio Water System, its consent to an amendment must be authorized by the Board of Trustees of the San Antonio Water System.

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 Grantee under this Easement are funded through the SAWS budget and are subject to the discretion of SAWS Board of Trustees 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 conveys to Grantee an undivided one-half (1/2) 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, 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 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 when

the claim is by, through, or under Grantor but not otherwise, 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:**
Concan Partnership, Frio Property, LTD	**City of San Antonio**, a Texas municipal corporation, by and through its San Antonio Water System
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

STATE OF TEXAS §

COUNTY OF_____ §

This Easement was acknowledged this date before me by _____ /name of signer/, a single/married person/office or position held/ such as general partner/managing partner/President/ of_____ /name/, a _____ (state, such as Texas) sole proprietorship/general partnership/limited partnership/limited liability partnership/limited liability company/corporation/ in the capacity therein stated and on behalf of such entity.

Date:_____

_____
Notary Public, State of Texas

My Commission expires:_____

STATE OF TEXAS §

COUNTY OF _____ §

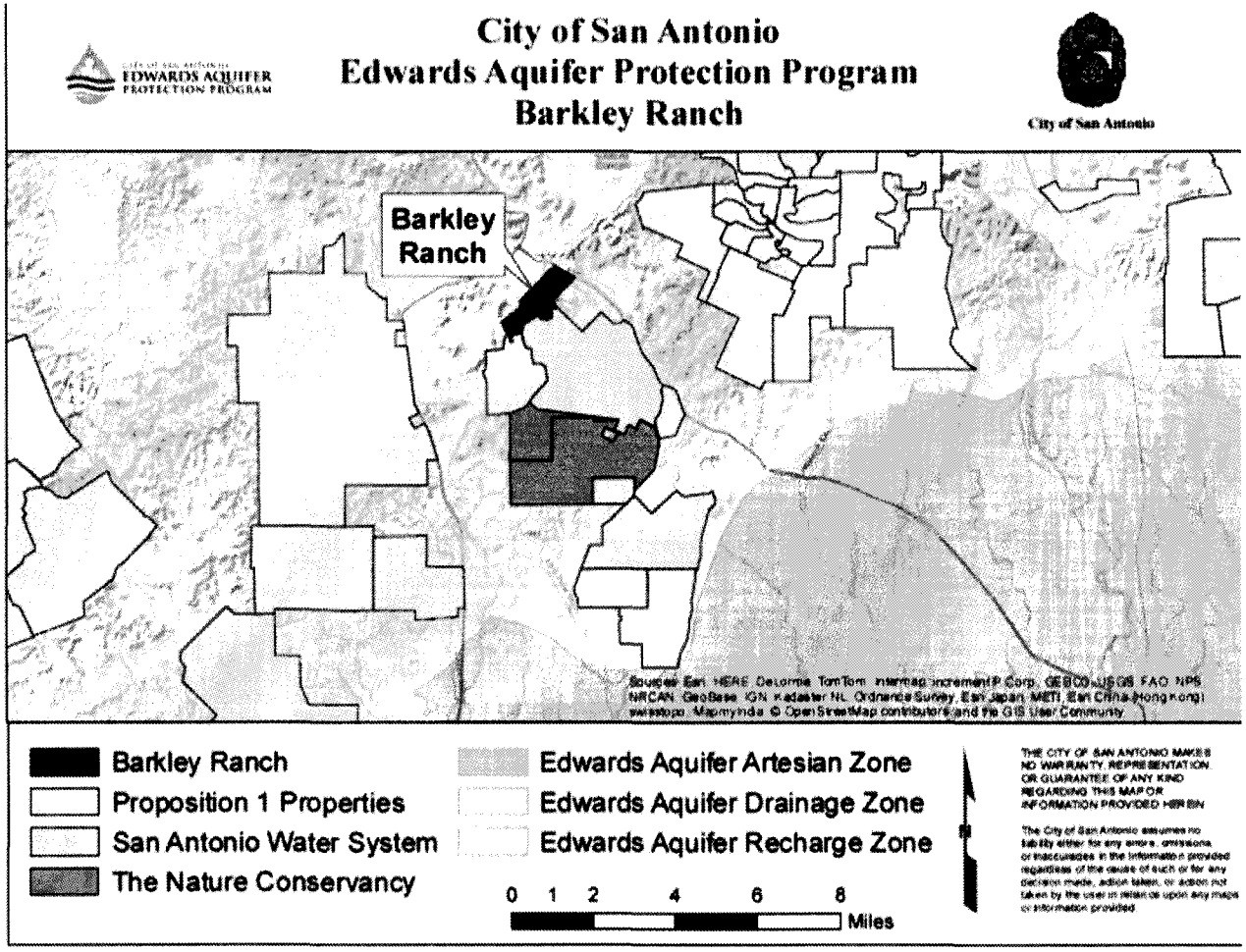
This Easement was acknowledged before me this date by _____, _____ of the San Antonio Water System, a municipal agency of the City of San Antonio, a Texas municipal corporation, in the capacity therein stated and on behalf of such entity.

Date:_____

_____
Notary Public, State of Texas

My Commission expires:_____

Attachment II



Barkley Ranch
Legal Description

Being all of a certain tract or parcel of land containing 720.37 acres, more or less, comprising approximate acreage out of various Original Patent Surveys in Uvalde County, Texas, as follows:

Survey No.	Original Grantee	Abstract No.	Acres
634	H.J. Parkerson	379	344.89
758	H.S. Johnston	1260	37.89
759	T.C. Ry Co.	1035	19.43
760	H.S. Johnston	1261	318.16
		Total Acres.....	720.37

Being all 376.09 acres conveyed from Richard A. Wright and Gloria A. Wright to Frio Property, Ltd. by a Warranty Deed with Vendor's Lien executed the 12th day of September, 2003, and recorded in Volume 514 at Page 254 of the Official Public Records of Uvalde County, Texas; 336.78 acres conveyed from John M. Barkley, Jr., et al, to Concan Partnership by a Warranty Deed executed the 10th day of March, 1986, and recorded in Volume 269 at Page 269 of the Official Public Records of Uvalde County, Texas; 3.06 acres conveyed from John M. Barkley, Jr., et ux, et al, to Concan Partnership by a Warranty Deed executed the 29th day of November, 2002, and recorded in Volume 500 at Page 885 of the Official Public Records of Uvalde County, Texas; and the following parcel being part of said 336.78: 96.00 acres conveyed from John M. Barkley, Jr., et ux, to Concan Partnership by a Warranty Deed executed the 29th day of November, 2002, and recorded in Volume 500 at Page 890 of the Official Public Records of Uvalde County, Texas; and being more particularly described by metes and bounds as follows:

FIELD NOTES DESCRIPTION FOR 720.37 ACRES OF THE FRIO PROPERTY, LTD. AND CONCAN PARTNERSHIP PROPERTY IN UVALDE COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 720.37 acres, more or less, comprising approximate acreage out of various Original Patent Surveys in Uvalde County, Texas as follows:

Survey No.	Original Grantee	Abstract No.	Acres
634	H.J. Parkerson	379	344.89
758	H.S. Johnston	1260	37.89
759	T.C. Ry. Co.	1035	19.43
760	H.S. Johnston	1261	318.16

Being all of 376.09 acres conveyed from Richard A. Wright and Gloria A. Wright to Frio Property, Ltd. by a Warranty Deed with Vendor's Lien executed the 12th day of September, 2003, and recorded in Volume 514 at Page 254 of the Official Public Records of Uvalde County, Texas; 336.78 acres conveyed from John M. Barkley, Jr., et al, to Concan Partnership by a Warranty Deed executed the 10th day of March, 1986, and recorded in Volume 269 at Page 269 of the Official Public Records of Uvalde County, Texas; 3.06 acres conveyed from John M. Barkley, Jr., et ux, et al, to Concan Partnership by a Warranty Deed executed the 29th day of November, 2002, and recorded in Volume 500 at Page 885 of the Official Public Records of Uvalde County, Texas; and the following parcel being part of said 336.78 acres: 96.00 acres conveyed from John Barkley, Jr., et ux, to Concan Partnership by a Warranty Deed executed the 29th day of November, 2002, and recorded in Volume 500 at Page 890 of the Official Public Records of Uvalde County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a ⅝" iron stake found at or near the west corner of said Survey No, 634, the north common corner between said 336.78 and 367.09 acre tracts, the southeast line of Lot No. 15 of The Ranch, Unit II, a subdivision of Uvalde County according to the Plat of Record in Document No. 2004003231 of the Official Public Records of Uvalde County, Texas;

THENCE, along or near a fence, with the common line between said 336.78 acres and said Lot No. 15, N44°25'57"E., passing Lot Nos. 15, 4, 6 and 5 of said The Ranch, Unit II, at approximately 2896 ft. passing the south corner of 1.87 acres conveyed from Robert W. Mayo to The Ranch Subdivision Homeowners' Association, Inc. by a General Warranty Deed executed the 16th day of November, 2007, and recorded as Document No. 2007004374 in the Official Public Records of Uvalde County, Texas; at approximately 3542 ft. passing a south corner of 18.48 acres conveyed as Tract One from Geoffrey Myane, Jr., et ux, to the Myane Childrens' Trust by a Gift Warranty Deed executed the 3rd day of January, 2012, and recorded as Document No. 2012000005 in the Official Public Records of Uvalde County, Texas; then continuing not along a fence for a total distance of 4254.64 ft. to an unmarked point which bears 23.79 ft. S45°13'E from a fence post, a north corner of the herein described tract;

THENCE, along or near a fence, S45°12'50"E., 191.30 ft. to a fence post for a reentrant corner of the herein described tract; N45°20'42"E., 431.11 ft. to a fence post for a reentrant corner of said 96.00 acres and the herein described tract; and N45°12'50"W., 198.03 ft. to an unmarked point for a west corner of the herein described tract which bears 8.44 ft. N45°21'42"E from a fence post; the southeast line of 4.71 acres

conveyed from Louise M. Meyer, et vir, to Edwin C. Meyer by a Warranty Deed executed the 2nd day of September, 1966, and recorded in Volume 164 at Page 316 of the Deed Records of Uvalde County, Texas;

THENCE, along or near a fence, with the common line between said 336.78 and 4.71 acre tracts, N45°21'42"E., 102.64 ft. to a fence post for the north corner of said 336.78 acres and the herein described tract, the southwest line of State Highway No. 127, also the southwest line of 6.70 acres conveyed from J.P. Cunningham, et al, to the State of Texas by a Right-of-Way Deed executed the 25th day of April, 1934, and recorded in Volume 82 at Page 192 of the Deed Records of Uvalde County, Texas;

THENCE, along or near a fence, with the northeast line of said 336.78 and 96.00 acre tracts, the southwest line of said State Highway No. 127 and said 6.70 acres, S51°20'31"E., 837.17 ft. to a brass disc found in concrete at the beginning of a 01°57'57" curve to the left; 531.47 ft. along the arc of said curve subtended by a 10°26'50" central angle and 2914.79 ft. radius (long chord = S56°34'29"E., 530.74 ft. to a brass disc found in concrete at its end; S61°47'55"E., at approximately 288 ft. passing the east corner of said 96.00 acres, then continuing with the northeast line of said 336.78 acres for a total distance of 1434.83 ft. to a brass disc found in concrete; and S62°00'30"E., 292.25 ft. to a ¾" iron stake found for its east corner, the north corner of 3.503 acres conveyed from Patricia Roann Daugherty Stoner to Patricia Roann Daugherty Stoner by a Correction Executrix's Deed executed the 31st day of May, 2002, and recorded in Volume 483 at Page 895 of the Official Public Records of Uvalde County, Texas;

THENCE, along or near a fence, with the common line between said 336.78 and 3.503 acre tracts, S45°08'20"W., 828.03 ft. to a concrete monument found for the west corner of said 3.503 acres, a north corner of a remaining portion of 454.2 acres conveyed from Patricia Roann Daugherty Stoner to Billy J. Tiller, Trustee by an Executrix's Deed executed the 20th day of October, 2003, and recorded in Volume 516 at Page 497 of the Official Public Records of Uvalde County, Texas;

THENCE, along or near a fence, with the common line between said 336.78 and 454.2 acre tracts, S45°09'22"W., 3463.56 ft. to a fence corner post found for the north common corner between said 376.09 and 454.2 acre tracts, a reentrant corner of the herein described tract;

THENCE, along or near a fence, with the east line of said 376.09 acres, S41°50'38"E., 999.97 ft. to a ½" iron stake set for the east corner of said 376.09 acres and the herein described tract;

THENCE, with a south line of said 376.09 acres, S64°47'50"W., 449.71 ft. to a fence angle post found in the common line between said 376.09 acres and 4267.75 acres conveyed from Albert Bruce McQuown to Annandale Ranch Partnership, L.P. by a Special Warranty Deed executed the 23rd day of December, 2010, and recorded as Document No. 2011000413 in the Official Public Records of Uvalde County, Texas;

THENCE, along or near a fence, with the common line between said 376.09 and 4267.75 acre tracts, all points being found ¾" iron stakes unless stated otherwise: S68°26'23"W., 295.95 ft.; S13°52'33"W., 415.49 ft.; S15°55'21"E., 583.90 ft. for an east corner of said 376.09 acres and the herein described tract, a reentrant corner of said 4267.75 acres; S52°16'43"W., 367.74 ft.; S73°11'33"W., 457.28 ft.; N74°12'11"W., 743.47 ft.; N51°40'08"W., 611.92 ft.; S82°01'00"W., 208.12 ft.; S51°53'27"W., 1494.34 ft.; S70°30'12"W., 531.12 ft. to a fence post found for a reentrant corner of said 376.09 acres and the herein described tract, a northwest corner of said 4267.75 acres; S03°52'48"E., 431.43 ft.; and S10°42'01"W., 728.90 ft. to a ¾" iron stake found for the most southerly southeast corner of said 376.09 acres and the herein described tract, a northeast corner of 1260.00 acres conveyed as First Tract from Helen Carolyn Fitzgerald Chapman, et vir, et al, to Steve P.

Urso, et ux, by a Warranty Deed with Vendor's Lien executed the 28th day of December, 1998, and recorded in Volume 408 at Page 458 of the Official Public Records of Uvalde County, Texas;

THENCE, along or near a fence, with the common line between said 376.09 and 1260.00 acre tracts, S81°33'38"W., 1745.76 ft. to a ½" iron stake set for the southwest corner of said 376.09 acres and the herein described tract, the centerline of a 60 ft. wide road easement described in Tract II of said Volume 514, Page 254, the east corner of 373.77 acres conveyed as First Tract from Helen Carolyn Fitzgerald Chapman, et vir, et al, to Howard and Beverly Pouncy 1997 Trust by a General Warranty Deed executed the 12th day of February, 1999, and recorded in Volume 410 at Page 890 of the Official Public Records of Uvalde County, Texas;

THENCE, generally east of a fence, with the common line between said 376.09 and 373.77 acre tracts, the centerline of said road easement, all points being unmarked unless stated otherwise: N34°50'55"W., 838.73 ft.; N27°53'52"W., 175.06 ft.; N32°01'42"E., 82.61 ft.; N05°35'36"W., 117.03 ft.; N48°33'42"W., 66.57 ft.; N27°00'35"W., 245.17 ft.; N43°03'44"W., 59.28 ft.; N16°27'15"W., 211.33 ft.; and N39°13'50"W., at approximately 117 ft. passing a gate, then continuing west of a fence for a total distance of 231.94 ft. to a ½" iron stake set for the west corner of said 376.09 acres and the herein described tract, the south corner of a remaining portion of 640 acres conveyed from W.E. Fitzgerald to L.W. Florea by a Deed executed the 29th day of January, 1904, and recorded in Volume 29 at Page 250 of the Deed Records of Uvalde County, Texas;

THENCE, along and south of a fence, upon, over and across said 640 acres, with the northwest line of said 376.09 acres, N54°53'42"E., 1977.28 ft. to a set ½" iron stake; N47°53'12"E., at approximately 21 ft. crossing fence, then continuing north of and converging with fence, at a total distance of 1231.84 ft. to a ¾" iron stake found for a reentrant corner of said 376.09 acres and the herein described tract; N07°36'22"W., 648.42 ft. to a ¾" iron stake found for a northwest corner of said 376.09 acres and the herein described tract; and N41°20'49"E., 584.08 ft. to a concrete monument found for the south corner of Lot No. 17 of said The Ranch, Unit II;

THENCE, along or near a fence, with the common line between said 376.09 acres and Lot Nos. 17, 16 and 15 of said The Ranch, Unit II, N44°07'17"E., 1105.62 ft. to the PLACE OF BEGINNING.

I hereby certify that this field notes description and accompanying plat are accurate representations of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or Corners; that all property corners are as stated. (Bearing basis = True north based on GPS observations)

Dates surveyed: March 20 through 28, 2014

Dated this 29th day of April, 2014

STATE OF TEXAS
REGISTERED
MIKE A. GROGAN
5296
PROFESSIONAL
LAND SURVEYOR

Mike A. Grogan
Registered Professional Land Surveyor No. 5296
Licensed State Land Surveyor
Firm No. 10160200