

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this ____ day of _____, 2019, by the City of San Antonio, a Texas municipal corporation, whose address is PO Box 839966, San Antonio, Texas 78283 (hereinafter referred to as Grantor) in favor of **COMPATIBLE LANDS FOUNDATION**, a nonprofit corporation, organized and existing under the laws of the State of Oklahoma and authorized to conduct business in the State of Texas, whose address is 1305 East 15th Street, Suite 202, Tulsa, Oklahoma 74120 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Bexar County, Texas, which has ecological and aesthetic value in its present state as a natural area and which has not been subjected to development or exploitation and is more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the Property possesses natural, scenic, open space, ecological, recreational, and educational values and conservation of the Property will allow for preservation of Edwards Aquifer recharge quality and quantity as well as forestry and outdoor recreation, and hunting (collectively "conservation values") of great importance to Grantor, the people of the region and the people of the State of Texas; and

WHEREAS, in particular, the Property contains a representative diversity of plant and grasses and animal species of the region, managed in balance with domesticated plants and cattle, with a rich tradition of conservation by Grantor; and

WHEREAS, the specific conservation values of the Property are documented in an inventory of relevant features of the Property presently on file at the offices of Grantee, which consists of reports, maps, photographs and other documentation that the parties agree provide collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the conservation values of the Property be maintained by the continuation of land use patterns consistent with the restrictions of this Conservation Easement; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to protect and maintain the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code (the "Code"), whose primary purpose is the protection or enhancement of significant Texas natural areas for plant and wildlife protection, and scenic, historical, agricultural, forested and/or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come; and

WHEREAS, Grantee has determined that the acquisition of this Conservation Easement will promote and advance the preservation and maintenance of the Property's conservation values, and will promote and advance specific "Conservation Purposes" as defined in the Internal Revenue Code of 1986, as amended, (the "Code") §170(h)(4)(A)(ii) and (iii), and in Treasury Regulations ("Treas. Reg.") §1.170(A)14(d)(1)(ii) and (iii). The Property is a significant natural area which qualifies as a "relatively natural habitat of fish, wildlife, or plants, or similar ecosystem", as that phrase is used in Code §170(h)(4)(A)(ii). This Conservation Easement will also provide for the "preservation of open space . . . pursuant to a clearly delineated Federal, State or local government conservation policy, and will yield a significant public benefit" as that phrase is used in Code §170(h)(4)(A)(iii). The Parties intend that this Conservation Easement provide significant public benefit as defined in Treas. Reg. §1.170(A)14(d)(4)(iv).

WHEREAS, Grantor intends to make a charitable donation to Grantee of a "Qualified Real Property Interest" as defined under Code §170(h)(2)(c). The donation is intended to qualify as a "Qualified Conservation Contribution", that is, a charitable donation of a partial interest in real estate as defined under Code §170(f)(3)(B)(iii) and § 170(h)(1), to a "Qualified Organization" as defined in Code § 170(h)(3) and Treas. Reg. §1.170A-14(c)(1)

WHEREAS, Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Code §§501(c)(3) and 170(h), whose primary purpose is the protection or enhancement of significant natural areas for plant and wildlife protection and scenic, historical, agricultural, forested and/or open space condition; and

WHEREAS, the State of Texas has recognized the importance of both public and private efforts to conserve and protect natural values of real property by enacting Chapter 183 of the Texas Natural Resources Code, and both parties believe the Property has significant natural, scenic, and open space values as recognized under the Act;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions, and pursuant to the laws of the State of Texas and in particular the Texas Uniform Conservation Easement Act. Grantor, as an absolute and unconditional gift, has voluntarily GRANTED, BARGAINED, TRANSFERRED, ASSIGNED and CONVEYED, and by these presents do GRANT, BARGAIN, TRANSFER, ASSIGN and CONVEY unto the Grantee a Conservation Easement ("Easement") in perpetuity over the Property of the nature and character and to the extent set forth in this Easement, and subject to the following terms, covenants and conditions to wit:

1. Purpose. The purpose of this Easement is to assure that the Property will be retained forever predominantly in its natural, scenic, historic, agricultural and open space condition (including aquatic and riparian) in a manner consistent with the conservation values of the Property as set forth in this document. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, agricultural uses, outdoor recreation, farming, ranching, wildlife management, hunting, trapping, and other rural and recreational uses which are consistent with the purpose of this Easement.
2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement.

- (a) Right to Protect. The right to protect the conservation values of the Property.
 - (b) Right of Entry. The right of Grantee and its designees to enter the Property annually, or at mutually agreed times, with prior notice for the purpose of inspecting the Property to determine if Grantor is complying with the covenants and purposes of this Easement. Grantee may not, however unreasonably interfere with Grantor's permitted use of the Property. However, Grantee may enter the Property without notice where Grantee determines immediate entry is necessary to prevent or mitigate damage to the conservation values. In such event Grantee shall make a reasonable effort under the circumstances to contact Grantor.
 - (c) Enforcement. The right to prevent any activity on or use of the Property that is inconsistent with the purpose and reservations of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
 - (d) Self Help. If no other remedy is reasonably available, the right to enter upon the Property and to take such actions as may be reasonably necessary to restore any areas or features, at the expense of Grantor in the event Grantor fails to take such actions to cure after sixty (60) days' written notice from Grantee. Prior to resorting to the right of Self Help, Grantee shall attempt to meet and confer with Grantor regarding the potential violation.
 - (e) Discretionary Consent. Grantee's consent for activities otherwise conflicting or prohibited may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in Section 3 are deemed beneficial by Grantor and Grantee or Grantor desires to expand any of the permitted uses, Grantee may, in its sole and reasonable discretion, give permission for such activities, subject to other limitations of this Easement. Such requests for permission and permission for activities requiring Grantee's consent under Section 3, shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the purpose of this Easement. Grantee may give its permission regarding matters only if it determines, in its sole and reasonable discretion, that such activities (1) do not violate the purpose of this Easement and (2) either enhance or do not impair any significant conservation values associated with the Property.
3. Prohibited Uses. The activities and uses that are explicitly prohibited are described in Exhibit "C."
4. Reserved Rights. Grantor retains all ownership rights and uses that are not expressly prohibited by this Easement. The activities and uses that are expressly permitted are described in Exhibit "D" but such uses are not deemed to be exclusive, so long as any additional uses do not damage Property's conservation values as set forth herein. Any activities or uses which require material surface alteration of the land shall be subject to Grantee's prior written approval as set forth in Exhibit D.

5. Enforcement. Grantee shall have the right to use any legal remedy to prevent and correct violation of the terms of this Easement. With reasonable notice, Grantee or Grantee's representatives (a volunteer stewardship committee) may enter the Property for the purpose of inspection for violations. If Grantee determines that a violation has occurred, is occurring, or is threatened, Grantee may at its discretion take appropriate legal action. Except when an ongoing or imminent violation could substantially diminish or impair the conservation values of the Property, Grantee shall give Grantor written notice of the violation and sixty (60) days to correct it (or to begin good faith efforts to correct in the event the violation is something which cannot be reasonably corrected in sixty days), before filing any legal action. If a court with jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring Grantor to restore the Property to its condition prior to the violation. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. In addition, Grantee, at its option, may seek monetary damages as may be reasonably appropriate if injunctive relief is not adequate.

Should the Grantee fail to enforce any term of this Conservation Easement or permit the Property to be used or developed in a manner inconsistent with the Easement Purpose, then the Secretary of the Air Force, through his or her authorized representative, shall have the right to enforce the Easement using the procedures in Section 6 and all authorities available under State or Federal law. No greater right of entry shall be exercised than specified in Section 2 (b). Should Grantee, or Grantee's assignee, either dissolve or become incapable of providing for long-term monitoring and enforcement of this easement, Grantee or Grantee's assignee shall notify the US Air Force. The Secretary of the Air Force, through his designated representative, shall have the option to direct Grantee or Grantee's assignee to transfer the Conservation Easement to the Air Force or a third party "eligible entity" as defined by 10 USC 2684a(b)(1)-(2). Grantee shall ensure that any deed of transfer contains the rights set forth in this paragraph. Original Grantor, if in possession of the property at the time of transfer, must approve of the identified eligible entity prior to the transfer of this Conservation Easement.

6. Cost of Enforcement. Any costs incurred by Grantee or Grantor in enforcing the terms of this Easement, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by the other party's violation of the terms of this Easement shall be borne by the other party. The prevailing party in any action to enforce the terms of this Easement shall be entitled to reimbursement of costs of suit, including, without limitation, attorney's fees.
7. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term or this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

8. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
9. Costs and Liabilities. Subject to any future agreement between the parties relating to costs and responsibilities, Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property.
10. Taxes. Grantor, as a Texas municipality, is a tax-exempt entity.
11. Termination of Easement.
 - (a) Change of Conditions. At the time of the conveyance of the Easement to Grantee, this Easement gives rise to a real property right, immediately vested in the Grantee. If it is determined that conditions on or surrounding the Property have changed so much that it is impossible to fulfill its conservation purposes, this Easement may be terminated by a court with jurisdiction upon the joint request of both Grantor and Grantee.
 - (b) Eminent Domain. If the Property is taken, in whole or in part, by power of eminent domain or acquired by purchase in lieu of condemnation so as to render it to be impossible to fulfill the primary Purpose of this Easement, then Grantor and Grantee shall act jointly to realize the action most favored by Grantee and Grantor according to the following hierarchy:
 - (i) avoiding the taking of the Property and maintaining it in its present condition: both parties shall jointly request that the intended proceeding completely avoid the taking of this Property;
 - (ii) minimizing any resulting loss to the Property: if the Property cannot be protected as a result of the intended proceeding, both parties shall jointly request to minimize impact to the property or;
 - (iii) recover full value: if options (i) through (ii) are not acceptable to Grantee and Grantor, both parties shall jointly take actions to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting from the taking or in lieu purchase. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee will be entitled to compensation by the method as is set forth in IRC Treasury Regulations Section 1.170A-14(g)(6)(ii).
 - (iv) If this Conservation Easement is extinguished, terminated or condemned, in whole or in part, Grantor shall reimburse Grantee at the time of such sale, exchange or conversion, an amount equal to the

proportionate share of the fair market value of the Property unencumbered by this Conservation Easement. The fair market value will be determined at the time this Conservation Easement is terminates, extinguished or condemned by a certified general appraiser mutually selected by Grantor and Grantee.

12. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate. Grantor and Grantee are free jointly to amend this Easement; provided that no amendment shall be allowed that will affect the qualifications of this Easement or the Status of Grantee under any applicable laws, including the Texas Uniform Conservation Easement Act (or any successor provision then applicable), and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Bexar County, Texas where this Easement is filed.
13. Assignment. This Easement is transferable. Grantee, with Grantor's approval, may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of the transfer under Section 170(h) of the Code (or any successor provision then applicable), and the applicable regulations promulgated there under, and authorized to acquire and hold conservation easements under Chapter 183 of the Texas Natural Resources Code (or any successor provision then applicable). If Grantee shall cease to exist or to be a qualified organization to acquire and hold Conservation easements under Chapter 183 of the Texas Natural Resources Code (or any successor provision then applicable), then Grantee's rights and obligations under this Easement shall become immediately vested in a Grantor-selected nonprofit land trust organization willing to assume such transfer, to abide by the terms and conditions of this document, and whose mission is to conserve land and water for its natural, recreational, scenic, historic and productive value.
14. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divests their selves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforcement ability, in any way.
15. Estoppel Certificates. Upon request by Grantor, Grantee shall within twenty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.
16. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

City of San Antonio
Parks and Recreation Department
Edwards Aquifer Protection Program
PO Box 839966
San Antonio, Texas 78283-3966

To Grantee:

Compatible Lands Foundation
1305 East 15th Street, Suite 202
Tulsa, Oklahoma 74120

17. Recordation. Grantee shall record this instrument in timely fashion in the Deed Records of Bexar County, Texas, and may re-record it at any time as may be required to protect its rights in this Easement. The execution and recording of this instrument by the Grantee shall constitute its acceptance of the terms, covenants and conditions of the Easement.
18. General Provisions.
- (a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Texas.
 - (b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Texas Uniform Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
 - (c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid the remainder of the provisions of this Easement or the application or such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected,
 - (d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Paragraph 17, above.
 - (e) Successors. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto

and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

- (f) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to such transfer shall survive transfer.
- (g) Internal Revenue Code. All references herein to the Code are references to the Internal Revenue Code of 1986, as amended.
- (h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation,
- (i) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it, In the event of any disparity between the counterparts produced, the recorded counterparts shall be controlling.
- (j) Merger. The Parties agree that the terms of this Easement shall survive any merger of the fee and easement interest in the Property.

19. Exhibits. The following Exhibits are incorporated within this Easement:

- Exhibit A - Description of Property
- Exhibit B - Map of Property
- Exhibit C - Prohibited Uses under this Easement
- Exhibit D - Reserved Rights under this Easement
- Exhibit E - Title Exceptions

TO HAVE AND TO HOLD the above described Conservation Easement together with all and singular the rights, appurtenances, and privileges thereto in any wise belonging to or pertaining, either in law or in equity, possession or expectancy, unto Grantee, its successors and assigns forever, subject only to the exceptions of record listed on Exhibit E.

GRANTOR

By: _____

Name:

STATE OF TEXAS)

)

COUNTY OF _____)

Acknowledged before me on this _____ day of _____, 20____, by
_____, known to me to be the _____ of the City of San Antonio, Texas, a
Texas municipal corporation.

Notary Public

_____ County, Texas

My commission expires:

COMPATIBLE LANDS FOUNDATION

By: _____

Executive Director

Name: Robert Gregory

STATE OF OKLAHOMA)

)

COUNTY OF _____)

Acknowledged before me on this _____ day of _____, 2019, by Robert Gregory,
known to me to be the Executive Director of the Compatible Lands Foundation.

Notary Public

_____ County, Oklahoma

My commission expires:

EXHIBIT A

Property Description



Surveying Texas Since 1985

709 Washington Street Castroville, Texas 78009
830.538.6427 medinavalleysurveys.com
TSP15 Firm 1000200

METES AND BOUNDS DESCRIPTION OF

102.28 Acres, described as 102.3 acres in Document #20180194300 of the Official Public Records of Bexar County, out of the City of San Antonio Survey 2/23, Abstract 178, County Block 4781, New City Block 17700, City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at a found brass cap in concrete, the northwest corner of this tract, the southwest corner of the Leon Springs Military Reservation (Camp Bullis), on the east line of a 8.696 acre tract described in Volume 4765 on Page 598 of the Deed Records, on the ostensible west line of the City of San Antonio Survey 2/23, Abstract 178, 12.5-feet west of a 6-inch steel corner fence post, and from which a brass cap in concrete, the northeast corner of the 8.696 acre tract, the occupied northeast corner of the William Redfield, Survey 23, Abstract 635, and a reentrance corner of Survey 2/23, bears N 00°38'01" W 41.58 feet;

THENCE N 89°55'35" E 1177.45 feet (record: N 89°55'47" E 1177.62 feet) with the south line of Camp Bullis, and remaining south of a chain-link fence with barbed wire, to a found brass cap in concrete, the northeast corner of this tract, and the northwest corner of a 323 acre tract, (Eisenhower Park), described in Volume 7053 on Page 76 of the Deed Records;

THENCE the following three courses with the west line of Eisenhower Park and generally following a wire fence:

1. S 00°29'47" E 50.89 feet (record: S 00°39'50" E 50.56 feet) to a found disturbed concrete monument, a deflection point on the east line of this tract;
2. S 00°10'48" E 2092.17 feet (record: S 00°10'21" E 2092.42 feet) to a found #4 rebar, a deflection point on the east line of this tract;
3. S 00°27'01" E 1636.02 feet (record: S 00°22'57" E 1636.53 feet) to a found brass cap in concrete, the southeast corner of this tract, the southwest corner of Eisenhower Park, a northwest corner of a 1265.034 acre tract described in Document #20160009185 of the Official Public Records, and the northeast corner of a 5.085 acre tract described in Document #20180194300 of the Official Public Records, on the ostensible north line of the Charles W. Beckmann, Survey 2/24, Abstract 995;

THENCE the following four courses with the north line of the 5.085 acre tract, and generally following a deer proof fence;

1. N 89°29'13" W 158.57 feet (record: N 89°36'01" W 157.00 feet) to a found #4 rebar, a deflection point on the south line of this tract;
2. S 89°35'59" W 393.55 feet (record: S 89°37'39" W 393.32 feet) to a found brass cap in concrete, the occupied northwest corner of Survey 2/24, and a deflection point on the south line of this tract;
3. N 00°45'25" W 14.53 feet (record: N 00°39'18" W 14.56 feet) to a found brass cap in concrete, the occupied northeast corner of the Richard Brotze Survey 340, Abstract 79, the northeast corner of a 135-foot City Public Service Utility Easement described in Volume 5603 on Page 628 of the Deed Records, and a reentrant corner on the south line of this tract;
4. N 88°42'36" W 634.12 feet (record: N 88°40'57" W 634.29 feet) to a 10-inch creosote fence post, the southwest corner of this tract, and the southeast corner of a the remaining portion of a 103.803 acre tract described in Document #20090006550 of the Official Public Records, the ostensible southeast corner of the William Redfield Survey 23, Abstract 635, on the north line of the 5.085 acre tract;

THENCE N 00°18'31" W 1742.16 feet (record: N 00°18'31" W 1742.16 feet) with the remaining portion of the 103.803 acre tract, remaining west of a wire fence that intrudes up to 113.2 feet, reuniting with the fence at a distance of 1059 feet, and continuing on the same course to a railroad spike in concrete, the northeast

corner of a 15.36 acre tract described in Volume 8549 on Page 637 of the Official Public Records, the southeast corner of an 8.02 acre tract described in Document #20090006550 of the Official Public Records, and a deflection point on the west line of this tract;

THENCE N 00°05'24" W 444.18 feet (record: N 00°03'08" W 444.24 feet) with the east line of the 8.02 acre tract, generally following a wire fence, to a found brass cap in concrete, the northeast corner of the 8.02 acre tract, the southeast corner of a 10.017 acre tract described in Volume 8549 on Page 637 of the Official Public Records, and a deflection point on the west line of this tract;

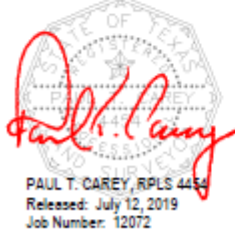
THENCE N 00°37'20" W 458.36 feet (record: N 00°38'45" W 458.52 feet) with the east line of the 10.017 acre tract, generally following a wire fence, to a found brass cap in concrete, the northeast corner of the 10.017 acre tract, the southeast corner of a 10.010 acre tract described in Volume 8474 on Page 1490 of the Official Public Records, and a deflection point on the west line of this tract;

THENCE N 00°23'37" E 472.93 feet (record: N 00°23'49" E 472.89 feet) with the east line of the 10.010 acre tract, crossing an re-crossing a wire fence, to a found brass cap in concrete, the northeast corner of the 10.010 acre tract, the southeast corner of a 5.044 acre tract described in Volume 4765 on Page 598 of the Deed Records, and a deflection point on the west line of this tract, from which a 6-inch cedar three-way fence post lies 32.7 feet east;

THENCE N 00°04'02" E 632.47 feet (record: N 00°04'16" E 632.68 feet) with the east line of the 5.044 acre tract, deflecting up to 78.7 feet west of an intruding fence, at 244 feet, passing the northeast corner of the 5.044 acre tract, the southeast corner of an 8.696 acre tract described in Volume 4765 on Page 598 of the Deed Records, and continuing on the same course the POINT OF BEGINNING, containing 102.28 acres of land.

Record courses refer to Document #20180194300
Bearings and Distances are based on Grid North according to the Texas Coordinate System, South Central Zone, NAD 1983.
A survey plat accompanies this description.

STATE OF TEXAS
COUNTY OF MEDINA
I HEREBY CERTIFY THAT THIS METES AND BOUNDS DESCRIPTION WAS PREPARED FROM AN
ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION JUNE 28, 2019.



PAUL T. CAREY, RPLS 4454
Released: July 12, 2019
Job Number: 12072

EXHIBIT C

PROHIBITED USES

Prohibited Uses. Any activity or use of the Property inconsistent with the purpose of this Easement is prohibited. As by example, the activities and uses that are explicitly prohibited, except as provided for in Section 4 of this Conservation Easement, are described in this Exhibit.

- (a) The right to use the Property for residential, commercial, commercial agricultural, recreational, or industrial purposes or establish or maintain related facilities on the Property or any other structure except as allowed in Exhibit D. The right to construct a barn or similar storage facility required for agricultural purposes is reserved;
- (b) Future surface used related to the extraction of minerals or hydrocarbons on or below the surface, or the storage thereof; except that the Grantor may extract soil, sand, gravel solely for a permitted use of the Property in a manner consistent with the conservation purpose of this deed, minimal in scope and impact;
- (c) Grant any new easements including, but not limited to, utility, road and/or pipeline easements. Despite this proscription, Grantor may, without Grantee's consent, grant private road and utility easements reasonably necessary to service and to permit access to Parcels and Building Envelopes allowed under this Easement.
- (d) Subdivision of the Property, whether by physical or legal process, except as allowed in Sections 12 & 13;
- (e) No structure may exceed 100 feet above ground level;
- (f) No lighting shall be permitted that may be dangerous, distracting, or misleading to aircraft operating from the Installation. This type of lighting includes, but is not limited to, strobe lights, non-emergency vehicle rotating beacons, or light sources above 16,000 lumens. Light sources above 16,000 lumens must be angled 15 degrees below the horizon.
- (g) Any future generation, storage, collection, transportation, disposal, dumping or release of hazardous waste or materials, whether they be in liquid, solid, semi-solid, or semi-liquid state. Disposal or dumping of non-hazardous waste is also prohibited. However, this shall not prevent the storage of agricultural products and by products on the property, so long as it is done in accordance with all applicable government laws and regulations, and the values of this conservation easement;
- (h) Use outhouses, privy's, or other similar crude septic systems that are not in compliance with applicable laws and regulations that would pose a material degradation threat to groundwater quality. A privy or outhouse may be used for so long as all human excreta is contained and does not contact the soil surface or subsurface. Any such waste must also be properly disposed off-site or to an on-site septic system in compliance with applicable laws and regulations. A privy or outhouse must not be operated with an open bottom or open earthen hole. Any open earthen hole associated with an outhouse or privy must be in-filled with substrate such as soil, sand, or gravel;
- (i) Storage, use, or application of chemical or synthetic herbicides, pesticides, fertilizers, or any other similar chemicals or agents, in a manner that could negatively impact the quality of the receiving surface water or ground water in the Conservation Easement area;

(j) Plant non-native vegetation on the Property;

(k) 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.

(l) Erection of electrical generating windmills greater than 100 feet in height or solar arrays for commercial electricity generation or sale;

(m) Construction or continued maintenance of confined animal feeding lots or operations;

(n) Activities that would result in soil erosion or the pollution of surface water or groundwater;

(o) Activities that would draw substantial numbers of people at any one time or might, as a reasonably expected incident of drawing any such crowds, materially impair the quantity or quality of aquifer recharge or otherwise impair or defeat the purposes of this Conservation Easement.

(p) Activities that would diminish the aquifer recharge capabilities of the Conservation Easement area.

(q) Selling an additional easement to a third party for an activity that, in Grantee's discretion, is not consistent with the purposes of this Deed of Conservation Easement.

EXHIBIT D

RESERVED RIGHTS

The Grantor retains all ownership rights that are not expressly restricted by this Conservation Easement. By way of example, but not by way of limitation, the activities and uses that are expressly permitted, except as provided for in Section 3 are described in this Exhibit.

D.1. Existing Uses: Grantor and Grantee have determined that the allowed activities, when performed according to the terms of this Easement, do not significantly impair or interfere with the Property's conservation values. Grantor shall have the right to undertake or continue any activity or use of the Property not prohibited by this Easement and which does not impair the conservation values of the Property.

D.2. Construction: Grantor shall have the right to construct limited facilities that will enhance the recreational and agricultural uses of the Property. Grantor may construct new roads, public parking areas, trails and stream crossings, gazebos, and pavillions as necessary to facilitate the permissible uses of the Property. Fences may also be established and maintained as necessary. All structures must have a clear and specific agricultural or recreational purpose of value to meet the intent of this easement and must be approved by the Grantee prior to construction.

D.3. Existing Improvements: Grantor shall have the right to maintain, remodel and repair existing buildings, structures, fences, wells, dams and reservoirs, utilities, roads, driveways, docks, footbridges and other improvements, and in the event of their destruction, to reconstruct any such existing improvements with another of similar size, function, capacity, location and material. Grantor also reserves the right to dismantle or remove existing structures without replacing same.

D.4. Recreational Uses: Grantor shall have the right to engage in and permit others to engage in recreational uses of the Property and maintains the right to freely conduct outdoor recreational activities. Outdoor recreational activities include, but are not limited to; fishing, kayaking, canoeing, camping, bird watching, hiking, mountain biking, horseback riding. Further, Grantor maintains the rights to construct structures for purposes of recreation, including boardwalks, trails, playground equipment, gazebos, or pavilions, without restriction.

D.5. Brush Management: Grantor shall have the right to utilize best conservation management practices to control noxious vegetation, and improve wildlife habitat, improve grasses, improve water quality and sustain agricultural productivity. Grantor may remove cedar, mesquite, willows and salt cedar as part of a brush management program.

D.6. Transfer: Grantor shall have the right to sell, give, mortgage, lease, or otherwise convey the Property subject to the terms of the Easement.

D.7. Farming and Planting: Grantor shall have the right to conduct farming and agricultural activities, and to provide irrigation for such activities. In addition to existing pastures and grassland used for grazing, Grantor may plant or remove such trees, shrubs or grasses on the Property as Grantor may desire from time to time.

D.8. Hydrology: Grantor retains the right to drill for water on the Property and to make available water wells and septic systems and to provide or extend associated utilities for any permitted structures, agriculture and wildlife use on the Property. Grantor may not export ground or surface water from the Property to areas outside the Property for any purpose. Grantor retains 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. Grantor may also use the Property for educational purposes, including field trips related to natural science education.

D.9. Ponds or Lakes: Grantor shall have the right to create lakes or ponds or to upgrade, modify, restore existing lakes or ponds for the purpose of agriculture, fire protection, or wildlife habitat enhancement.

D.10. Leasing: Grantor shall have the right to lease all or a portion of the Property for any use permitted under this Easement.

D.11. Restoration: Grantor shall have the right to restore damage caused by natural disasters such as flooding to dredge waterways of debris and silt/gravel deposits caused by flooding to restore soil levels and contours and replace shrubs and trees lost to natural occurrences or disasters with like or improved species, and to remove shrubs and trees growing adjacent to the river bottom area that have proliferated as a result of any natural or other occurrences. In event that such damage results in the loss of topsoil, Grantor shall have the right to remove topsoil from other areas of the Property to restore the damage caused by the natural disaster.

D.12. Unanticipated Uses: Any unanticipated use or activity on the Property which could materially impair significant conservation values is prohibited. However, Grantee may permit certain unanticipated uses if such use or activity would not materially impair significant conservation values subject to Grantee's discretionary consent contained in Section 2(f).

EXHIBIT E

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