

YATES RANCH CONSERVATION EASEMENT HIGHLIGHTS
Extracted from the Development Plan Portion of the Conservation Easement
Agreement made the 19th day of November 1998, by Ira Jon Yates ("Grantor"), residing in Travis
County, Texas, and the City of Austin ("Grantee").

Owner shall be permitted to repair and construct certain improvements subject to the restrictions provided below. The term "improvements" shall mean and include all buildings, parking areas, fences, walls, poles, pipelines, wells, septic systems and other utility facilities, driveways, roads, ponds, reservoirs, mass plantings, swimming pools, tennis courts, and any other structures. As used herein, the term "driveways" shall refer to any roadways made of impervious materials. The term "roads" shall refer to any roadways or trails made of impervious materials, such as gravel, rock, rock base or clean spoil consisting of clay, topsoil, or rock saw materials similar to naturally occurring soils.

EXISTING IMPROVEMENTS

May maintain, repair, and reconstruct roads, driveways, fences, rock walls and other improvements, provided such improvements are in existence at the time of the grant of this Conservation Easement. Existing roads and driveways shall not be increased in width without consent.

NEW IMPROVEMENTS

1.Development Area. Construction and placement of any new improvements shall be restricted to that portion of the Protected Property outside of the area depicted as floodway.

2.Impervious Cover Limits. 20,000+/- square feet impervious cover limitation shall apply only to construction of new impervious improvements. In addition, each separate residential complex is limited to a total of 15,000 square feet of impervious cover.

3.Development Type and Size. May reconstruct any existing improvements, including fences and other improvements; however, any new construction shall be used solely for residential, ranching and wildlife management purposes:

a. residential complex consisting of one main house, one guest house, one foreman residence, one security office, tennis courts, a swimming pool, six parking spaces and other sheds or outbuildings for the storage of materials and equipment necessary for the utilization of the structures allowed.

b. ranching improvements consisting of a hay barn, three small corrals and squeeze chute, livestock stalls, pens, a tack room, a feed room, an equipment shed, a mechanic's barn or shed, up to four small stock tanks, one new well, reservoir and water transmission lines to additional water troughs, fences, and other outbuildings necessary for ranching and wildlife management operations, and roads necessary to access the ranching improvements.

c. driveways necessary to reasonably access the residential complex and the shared ranch office.

4.Driveways and Roads. Any new driveways and roads shall have a maximum width of 12 feet (12') and shall be designed to minimize their length as much as reasonably practical and shall be constructed and maintained to minimize erosion.

5.Easements. Have the right to bring electricity, phone and/or utility lines to any new construction, if any, from the nearest available line.

6.Exterior Lighting. Exterior illumination included with any new improvements must be hooded or shielded as to not be directly visible from, or to create a direct glare into any adjoining properties.

7.Site Clearing. May cut and/or remove only such vegetation as necessary in connection with the maintenance and construction of the improvements.

8.Plans and Specifications. Prior to construction of any improvements permitted in 3a. and c. above, new owner shall submit, for approval, plans and specifications for such improvements, including a map of approximate location of improvements, location of vegetation to be cleared, and the total impervious cover of the new improvements.

9. Inspection. Defined written notice prior to commencing construction, during work in progress to insure construction is in compliance with the plans and specifications.

10. Construction Standards. Placement and construction of any improvements must comply with the standards of the Development Plan [attached]

Extracted from the Management Plan Portion of the Conservation Easement Agreement

1. Purpose of Management Plan. To provide guidelines for Grantor's residential use, ranching and wildlife management operations and rangeland use and management of the Protected Property so as to maintain and protect the conservation values and purposes set forth in the CE Agreement.

2. Brush Management. Grantor shall manage the ashe juniper so that it is maintained at or below the baseline level determined in the Easement Document Report. Except as expressly provided below, ashe juniper management and the clearing or removal of any other vegetation otherwise permitted in Section 2.3 of the CE Agreement must be accomplished by mechanical method (excluding use of bulldozers, root plowing or chaining, which methods are prohibited without Grantee's prior written consent). Controlled burn or burning of cleared brush shall be permitted with prior notice to Grantee. In addition, Grantor may use bulldozers to clear ashe juniper provided such clearing activities (i) are not within 300 feet of any creek, spring, or recharge feature, (ii) occur on land with slopes of less than ten percent (10%) and (iii) results in the clearing of no more than ten (10) contiguous acres within a 26-week period. Except as permitted above, management of ashe juniper shall be pursuant to a plan setting forth the area and method of clearing, submitted by Grantor to Grantee in advance and approved by Grantee.

3. Pesticides. Only chemical pesticides that are approved by Grantee may be used and only if used for its intended purpose(s). The use of chemical pesticides within 500 feet of any waterways, water wells, springs, wetlands, caves, recharge features, and other hydrologically sensitive features is prohibited. Also, broadcast (aerial) pesticide treatments are prohibited, except for the spraying of livestock.

4. Grazing. Grantor shall not over graze or overstock the Protected Property and agrees not to graze more livestock than would a prudent ranch operator, using good husbandry practices and considering the existing conditions of the Protected Property. Grantor shall not, without Grantee's prior written consent, graze more than twenty (20) animal units at any one time. Any confined feeding operation shall be (a) located at least 500 feet from the centerline of any waterways and at least 300 feet from any water wells, springs, caves, wetlands, recharge features and other hydrologically sensitive environmental features, (b) designed to contain and compost all animal waste and prevent degradation or other negative impact on surface and subsurface hydrology, and (c) limited to eight (8) animal units at any one time.

5. Aboveground Storage Tanks. May be located for the containment of butane, propane, diesel, gasoline, water, animal feed manure, and residential use. With the exception of water, butane and propane tanks, any aboveground storage tank system must be located a minimum horizontal distance of 500 feet from the centerline of any waterways, and at least 300 feet from any water wells, springs, caves, wetlands, recharge features and other hydrologically sensitive features and must be designed to include a secondary containment sized to hold at least 150% of the volume of the subject tank.

6. Food Plots. Grantor shall be entitled to cultivate food plots for personal and wildlife consumption provided no hydroponic methods or chemical fertilizers are utilized. The total cultivated area for such food plots shall be limited to no more than one percent (1%) of the total area.

7. Wildlife Management. The hunting of wildlife shall be permitted provided such activities are conducted in accordance with any applicable Government Requirements. Grantor shall not introduce any non-native wildlife species without Grantee's prior written consent, unless such non-native wildlife

are included in an Animal Unit Equivalency Table prepared by the United States Department of Agriculture, Natural Resources Conservation Services or the Texas Parks and Wildlife Department. Any non-native wildlife shall be calculated as part of the total animal units allowed under the grazing restrictions in paragraph 4 above, unless otherwise agreed to in writing by Grantee.

8.Periodic Review. The parties recognize and acknowledge that the physical environmental conditions of the Protected Property can change over time due to a variety of factors and that technological advancements and other new information with regard to management practices may be available in the future. Accordingly, to ensure that the conservation purposes set out in the CE Agreement continue to be satisfied, the parties agree that this Management Plan should be reviewed at least every five (5) years. Any modification of the plan shall require the mutual agreement of both parties and must be in writing.