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CONSERVATION EASEMENT

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FILED this 27th day of Dec 20 20
8:38 AM
DOROTHY UECKER
COUNTY CLERK, BLANCO COUNTY, TEXAS
By Karen Hamilton Deputy

THIS INDENTURE made this 20th day of December, 2000, by and between ROBERT MARTIN KENDRICK and JEAN PATRICE RALSTON, hereinafter referred to as *Grantor* and hereunder obligated as such, and the NATURAL AREA PRESERVATION ASSOCIATION, INC., hereinafter referred to as *Grantee*, a non-profit corporation organized and existing under the laws of the State of Texas and duly authorized to transact business in the State of Texas, its principal address being 4144 Cochran Chapel Road, Dallas, Texas 75209, acting herein by and through an authorized representative and agent for the benefit of the people of the State of Texas.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the County of Blanco, State of Texas, hereinafter referred to as the *Protected Property*, which has ecological and aesthetic value in its present state as a natural area which has not been subjected to development or exploitation, which said Protected Property is more fully and particularly described as set forth in *Exhibits A - C*, attached hereto and made a part hereof for all purposes;

WHEREAS, the Protected Property is a natural area which provides a significant habitat for wild animals and plants and has substantial value as a natural, scenic and ecological resource; and

WHEREAS, Grantee is a nonprofit corporation with charitable and educational purposes for the preservation of significant Texas natural areas for wildlife protection; and

WHEREAS, Grantor and Grantee have the common purpose of preservation, protection, and conservation in perpetuity of the Protected Property as a relatively natural habitat of wild animals or plants typical of natural habitat of the region; and

WHEREAS, by way of enlargement and not by way of limitation the phrase "natural, scenic, and ecological resource," as herein used means the condition of the Protected Property at the time of this grant; and

WHEREAS, by act of the Legislature of the State of Texas codified in Section 183.001, et seq. of the Texas Natural Resources Code, the NATURAL AREA PRESERVATION ASSOCIATION, INC., is authorized to acquire interests in land in the form of Conservation Easement;

NOW, THEREFORE, for and in consideration of the facts and other matters hereinabove recited and of the mutual covenants, terms, conditions, and restrictions herein contained, the Grantor as an absolute and unconditional gift has, subject to the Reservations and Exceptions stated herein, granted, bargained, transferred, assigned, and conveyed, and by these presents does grant, bargain, transfer, assign and convey unto the NATURAL AREA PRESERVATION ASSOCIATION, INC., its

successor and assigns forever, a Conservation Easement in perpetuity over the Protected Property, which said Conservation Easement shall consist of the following affirmative rights, to wit:

1. **Access.** Grantee has the right to enter upon the Protected Property in a reasonable manner and at reasonable times, but always upon prior notice to the Grantor, for the purpose of inspecting the Protected Property to determine if the Grantor is complying with the covenants, terms, conditions, restrictions, and purposes of this Conservation Easement. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Property. No right of access by the general public to any portion of the Protected Property is conveyed by this Conservation Easement.

2. **Enforcement.** After a reasonable determination by Grantee of the inapplicability of the arbitration provisions of Paragraph 10 of the General Provisions, Grantee has the right, in a reasonable manner and at reasonable times, to enforce by proceedings at law or in equity the right to prevent any activity on or use of the Protected Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent use of activity. The Grantee does not waive or forfeit the right to take such action as may be reasonably necessary to insure compliance with the covenants and purposes of this Conservation Easement by any prior failure to act. Nothing herein contained shall be construed to entitle the Grantee to institute any enforcement proceedings against the Grantor for any changes in the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, floods, storms, and earth movement, or the unauthorized wrongful acts of third persons, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. See paragraphs 10 through 13 of the General Provisions for additional terms regarding Grantee's enforcement rights.

PURPOSE

The purpose of this Conservation Easement is to ensure that the Protected Property will be retained forever predominantly in its natural, scenic, and open space condition, except as otherwise permitted herein; to protect any rare plants, animals, or plant communities on the Protected Property; and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values or interest of the Protected Property described above. The Grantor intends that this Conservation Easement will restrict the use of the Protected Property to only such activities as are consistent with the purpose of this Conservation Easement.

RESERVED RIGHTS

Grantor reserves to himself or herself, and to his or her personal representatives, heirs, successors, and assigns, all rights accruing from Grantor's ownership of the property, including the right to engage in or permit, or invite others to engage in, all uses of the Protected Property that are

not expressly prohibited herein and that are not inconsistent with the purposes of this Conservation Easement.

COVENANTS

IN FURTHERANCE of the foregoing affirmative rights, the Grantor on behalf of themselves and their successors and assigns, subject to the Reservations and Exceptions hereinafter stated, does hereby make the following covenants with respect to the Protected Property, which said covenants and each of them shall run with, bind, and burden the Protected Property in perpetuity, to-wit:

1. There shall be no industrial activity undertaken or allowed, except as specified herein, and no right of passage across or upon the Protected Property shall be allowed or shall be granted if the right of passage is to be used in conjunction with industrial activity. Agricultural production, nature tourism, and conducting retreats do not constitute industrial use.

2. The uses of the Protected Property will be confined to activities that are consistent with the goals enunciated in this Conservation Easement or in Section 170(h) of the Internal Revenue Code or that are expressly permitted in this Conservation Easement. No advertising signs, billboards or other advertising material, shall be constructed, erected or placed upon the property.

3. The Protected Property can be divided into no more than five pieces as indicated on *Exhibit D* attached hereto and made a part hereof; no piece shall be smaller than 40 acres.

4. The following structures and activities are allowed: (a.) roofed shelters for camping, picnicking or nature study; (b.) for each subdivided tract other than the tract on which the existing house is located, one house and future additions, and outbuildings (see paragraphs 18, 19, 20 below for other limitations on the above described structures); (c.) propane tanks, water storage tanks, plumbing, electrical service, power generators, water wells and water pumps, and vehicle parking for each house site, including the original house located on the Protected Property. Grantor may provide utilities including water, domestic waste disposal, overhead electricity, and telephone lines to and from the above mentioned structures. Any new house must be located on a building area not to exceed four (4) acres in size (the "building area") at one of the alternative locations shown on *Exhibit D* attached. This paragraph shall not be construed to allow any industrial activity.

5. New buildings and other structures and improvements to be used primarily for agricultural production, nature tourism, or retreats on or relating to the Protected Property may be built on the Protected Property within the 10-acre homestead area identified on *Exhibit E* attached hereto and made a part hereof.

6. Disturbances associated with allowed activities shall be kept to a minimum.

7. Grantor may utilize dead and downed wood for fuel and may remove dead or damaged trees that threaten structures. This paragraph shall not be construed to allow any industrial activity.

8. Grantor reserves the right to drill water wells, to utilize ground and stream water, to utilize earthen or above ground storage tanks for water storage and to implement erosion control practices as reasonably necessary to support the other permitted uses allowed under this Conservation Easement. This paragraph shall not be construed to allow commercial exploitation of any springs of water or any other industrial activities.

9. Grantor reserves the right to install and maintain access roads to the allowed structures, to maintain current roads and to provide access for the handicapped. Installation and maintenance of access roads and vehicular access will be allowed only to meet the needs of allowable activities.

10. There will be no surface mining on the Protected Property, including without limitation, removal of topsoil, sand, gravel, rock or surface minerals from the Protected Property. Grantor may use rock existing on the Protected Property in the construction and maintenance of permitted improvements. However, any site of such removal must be groomed.

11. There shall be no removal, destruction or cutting of trees except as follows: (i) as necessary in the construction of and participation in allowable activities; however, no trees shall be removed or destroyed in the construction of roads, (ii) to remove Chinese tallow and other exotic plants, and juniper of any species, and (iii) removal of dead trees and trimming of dead branches from trees. If Oak Wilt becomes present all reasonable steps to stop its spread must be taken by the landowner. In this instance, cutting and removal of trees out of the normal time frame are allowed. Routine trimming of trees is only allowed between the months of November 1st and January 31st. Only sterilized equipment and trimming practices are to be used; all wounds should be sealed with a tree wound product. This is to help prevent introduction of diseases such as Oak Wilt.

12. Grantor retains the right to clear and control brush on the Protected Property (including without limitation, juniper) so long as such activities are consistent with the generally accepted "Best Management Practices" as those practices may be identified from time to time by appropriate governmental or educational institutions, and in a manner not wasteful of soil resources or detrimental to water quality or conservation for the region in which the Protected Property is located. Brush levels may be maintained and controlled at the levels existing at date of execution of this Conservation Easement. Grantor may use controlled burning as a control method.


13. No trash, garbage, junk or other unsightly or offensive materials shall be dumped or deposited on the Protected Property, no soil or other substance or material such as landfills or dredging spoils shall be located or deposited on the Protected Property so as to cause a change in its topography.

14. There shall be no operation of motorized vehicles in a manner detrimental to wildlife and native plant life. This paragraph is not meant to exclude tractors or similar machinery utilized in pursuit of permitted activities and otherwise used and operated in accordance with the goals of this Conservation Easement.

15. There shall be no hunting, killing, trapping or taking of animals except to correct an imbalance or to remove domestic animals or diseased animals.

16. Grantor may engage in any and all responsible agricultural uses of the Protected Property, consistent with the purposes of this Conservation Easement, including the pasturing and care of livestock, and reasonable maintenance and construction of fences and pens. There shall be no more than 12 cows or 6 horses or 30 goats over 198 acres, or the corresponding percentage thereof over smaller parcels of land. Cows and goats ~~should be rotated to give grasslands time to restore~~; the schedule to be followed is 10 months on and 24 months off. There are approximately 40 acres of land on the Protected Property subject to cultivation and Grantor may change the use of such land to other agricultural production, including without limitation, orchards and vineyards.

17. Any agricultural planting undertaken shall consist of lavender, or other species, native or not, that are not self-propagating, cactus or species that are beneficial to wildlife or for human consumption. Grantor agrees to manage the Protected Property for the maintenance and expansion of native species of grasses and for the restriction of non-native species of grasses, such as K.R. bluestem; however, Grantor shall not be obligated to expend funds for such purposes. Grantor and Grantee may agree that Grantee may act to restrict the expansion of non-native grass species on such terms as are mutually agreeable. In no instances shall responsible agricultural uses be interpreted to include overgrazing or pollution or degradation of any surface or subsurface water on the Protected Property. Likewise, herbicides and pesticides shall be utilized only when appropriate to accomplish the goal of this Conservation Easement. However, as to the interior and exterior perimeter of structures the Grantor may use any legitimate herbicide or pesticide.

 18. Grantor must yearly adhere to the requirements of a Wildlife Management Exemption, as set forth by the Blanco County Appraisal District.

19. Grantor may engage in, and permit others to engage in artistic, agricultural, educational, and recreational uses of the Protected Property, consistent with the purpose of this Conservation Easement, including, without limitation, hiking, horseback riding, fishing, nature studies and other similar activities that require no surface alteration or other development of the land.

20. Grantor specifically retains all right, title and interest to sub-surface oil, gas, coal and other minerals held by Grantor; provided, however, that exploration for, and extraction of, any such substances by Grantor shall be undertaken in a manner designed to insure the protection of the purpose of this Conservation Easement, and only by a subsurface method consistent with the provisions of Section 170(h) of the Internal Revenue Code.

21. With regard to any Stewardship Committee established for this Conservation Easement, the Grantor shall have the right to appoint four (4) members and the Grantee shall have the right to appoint three (3) members.

* 22. In connection with the proposed "one additional house and future additions" permitted in paragraph 3 on any subdivided tracts other than the location of the existing house, Grantor makes the following stipulations: each tract of land can have no more than one home constructed on it and the house and related structures must be located within the four acre building area; each house cannot exceed 3,800 square feet and is limited to two structures, including a guest house; no more than three outbuildings can be added per building area; outbuildings allowed include garages, workshops, greenhouses, sauna/bath houses, home offices, barns, stables and other agricultural structures.

* 23. No mobile or manufactured homes are allowed.

24. Swimming pools are only allowed if water to fill and supplement the water level is derived from rainwater collection systems, and they must be inground pools.

A. General Provisions.

IN ADDITION to the foregoing rights and covenants, the following general provisions are hereby made a part of this Conservation Easement, to-wit:

1. The Grantor shall be solely responsible for the reasonable maintenance of the Protected Property and shall pay all real estate or other taxes or assessments levied by competent authorities on the Protected Property.

2. The covenants, terms, conditions and restrictions of this Conservation Easement shall run with, bind, and burden the Protected Property in perpetuity, shall bind the Grantor, his or her respective heirs, legal representatives, successors, and assigns, and is fully valid and enforceable by the Grantee, its successors and/or assigns, whether the Protected Property burdened with this Conservation Easement or the Conservation Easement itself is assigned in whole or in part. The easement herein conveyed by Grantor is transferable; PROVIDED, HOWEVER, that (a) the transferee is an organization, which is qualified as an eligible donee under Section 170(h)(3) of the Internal Revenue Code as that section may be amended from time to time; (b) the preservation, protection, and conservation purposes of this Conservation Easement continue to be observed and actively pursued in perpetuity and (c) the express written consent of the fee owner(s) of 50% of the area comprising the Protected Property must be obtained (and may not be unreasonably withheld). In the event of a later unexpected change in the conditions surrounding the Protected Property which makes impossible or impractical the continued use of the Protected Property for conservation purposes, the covenants, terms, conditions, and restrictions contained herein may be only extinguished by appropriate judicial proceedings in a court of competent jurisdiction.

3. The Grantor hereby agrees that any conveyance, transfer, or assignment of the fee simple title or other possessory interest in the Protected Property will be made fully subject to and will incorporate this Conservation Easement and all of the covenants, terms, restrictions, and purposes of this grant. The Grantee will be given a written notice setting forth the name, address and

telephone number of the transferee(s) and sent by certified mail of any such conveyance, transfer, or assignment within thirty (30) days following the effective date thereof.

4. Any written notice required or desired to be given in connection with this Conservation Easement shall be deposited with the United States Postal Service, postage prepaid and properly addressed, to be sent by certified mail with return receipt requested, and directed to the Grantor and the Grantee, respectively, at the following addresses which may be changed at any time and from time to time by notice in writing. to-wit:

GRANTOR:

Robert Martin Kendrick
Jean Patrice Ralston
Route 1, Box 391R
Blanco, Texas 78606

GRANTEE:

Natural Area Preservation Association, Inc.
4144 Cochran Chapel road
Dallas, Texas 75209

Notice shall be deemed to have been given upon actual receipt of same by the addressee.

5. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remaining provisions and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

6. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

7. Grantor may request special approval, in writing, from the Grantee to conduct any physical alterations or other activities upon the Protected Property which are not expressly provided for above, so long as the conservation purposes of this Conservation Easement are maintained and not injured thereby. Grantee may grant such approval and shall do so in writing, with or without conditions.

8. Where Grantee's approval is required herein, Grantee shall grant or withhold its approval, with or without conditions, in writing within sixty (60) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purposes enunciated in this Conservation Easement. Any such determination shall be in writing and shall identify the alterations or the proposed actions which would allow the Grantee to approve the contemplated actions.

9. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purposes of this Conservation Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to arbitration

by request made in writing upon the other. Within thirty (30) days of the receipt of such request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator; provided, however, if either party fails to select an arbitrator, or if the two arbitrators selected by the parties fail to select the third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then in each such instance, a proper court, on petition of a party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with the Texas General Arbitration Act. The matter shall be settled in accordance with the Texas General Arbitration Act, and a judgement on the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, without limitation, the fees and expenses of the arbitrator(s) and attorneys' fees, which shall be determined by the arbitrator(s) and any court of competent jurisdiction that may be called upon to enforce or review the award.

10. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall have the right to give written notice to Grantor of such violation and may demand corrective action sufficient to cure the violation. Where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purposes of this Conservation Easement, Grantee may require Grantor to restore the portion of the Protected Property so injured. If Grantor fails to cure the violation within sixty (60) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fail to begin curing such violation with the sixty (60) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any conservation values protected by this Conservation Easement, including damages for the loss of conservation values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee shall apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. The language in the foregoing sentence regarding application of "damages recovered" is exclusive of Grantee's costs and expenses, including attorneys' fees incurred in connection with its enforcement of the terms of this Conservation Easement. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

11. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs of suit and reasonable attorneys' fees, and any reasonable costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor. However, if Grantor prevails in any action to enforce the terms of this Conservation Easement, Grantor's costs of suit, including, without limitation, reasonable attorneys' fees, shall be borne by Grantee.

12. Grantee shall have no express or implied obligation to enforce the terms of this Conservation Easement or to take any affirmative action to protect the conservation values of the Protected Property. Enforcement of the terms of this Conservation Easement shall be at the discretion of Grantee. However, any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation 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 Conservation Easement or of any of Grantee's rights under this Conservation 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.

13. Grantor hereby waives any defense of laches, estoppel, or prescription with respect to Grantee's rights to enforce the terms of this Conservation Easement.

14. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee are free to jointly amend this Conservation Easement; provided that no amendment shall be allowed that will affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws, including Chapter 183 of the Texas Natural Resources Code or Section 170(h) of the Internal Revenue Code of 1954, as amended, and any amendment shall be consistent with the purposes of this Conservation Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Blanco County, Texas.

15. Upon request by Grantor, Grantee shall, within ninety (90) days, execute and deliver to Grantor any document, including an estoppel certificate, which certifies, if true, Grantor's compliance with any obligation of Grantor contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement as may be requested by Grantor.

16. Nothing herein contained shall result in a forfeiture or revision of Grantor's title in any respect.

RESERVATIONS AND EXCEPTIONS

This conveyance is however made subject to the following:

1. Easement to The Texas Pipe Line Company dated August 8, 1928, recorded in Volume 45, Page 270, Deed Records of Blanco County, Texas.
2. Channel Easement to State of Texas dated December 5, 1951, recorded in Volume 63, Page 164, Deed Records of Blanco County, Texas, as it affects the Protected Property.
3. Channel Easement to State of Texas dated October 10, 1955, recorded in Volume 65, Page 506, Deed Records of Blanco County, Texas, as it affects the Protected Property.
4. Rules, regulations and orders governing residential, subdivision, sanitation and waste disposal, and the drilling, construction and use of water wells as passed by the Commissioners Court of Blanco County, Texas, and the Texas Natural Resources Conservation Commission.
5. Any portion of the herein described Protected Property which falls within the boundaries of any road or roadway.
6. Overhead electric as shown on plat dated August 9, 1994, prepared by Wayne A. Seewald, Registered Professional Land Surveyor No. 3695.

TO HAVE AND TO HOLD the above described Conservation Easement together with all and singular the rights, appurtenances, and privileges thereto in anywise belonging or pertaining, unto Grantee, its successors and assigns forever.

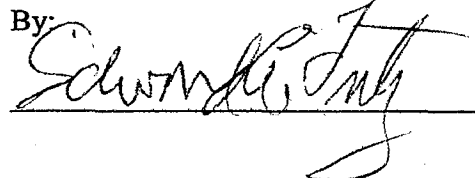
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 20th day December, 2000.

GRANTORS:


ROBERT MARTIN KENDRICK


JEAN PATRICE RALSTON

NATURAL AREA PRESERVATION
ASSOCIATION, INC., GRANTEE

By: 

GRANTOR:

Robert Martin Kendrick
Jean Patrice Ralston
Route 1, Box 391R
Blanco, Texas 78606

GRANTEE:

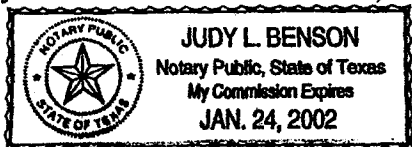
Natural Area Preservation Association, Inc.
4144 Cochran Chapel road
Dallas, Texas 75209

EXHIBITS ATTACHED:

Exhibits A - C - Property Description
Exhibit D - Survey of Potential Homesites
Exhibit E - Homestead Area

STATE OF TEXAS §
COUNTY OF BLANCO §

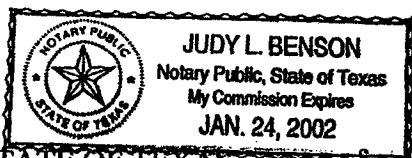
This instrument was acknowledged before me on the 20th day of December, 2000
by ROBERT MARTIN KENDRICK, Grantor.



Judy L. Benson
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF BLANCO §

This instrument was acknowledged before me on the 20th day of December, 2000
by JEAN PATRICE RALSTON, Grantor.

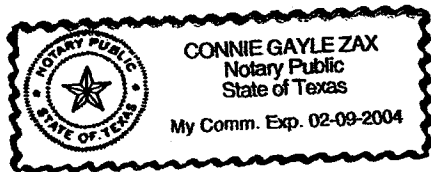


Judy L. Benson
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared _____ of NATURAL AREA PRESERVATION ASSOCIATION, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of Dec., 2000.



Connie Gayle Zax
NOTARY PUBLIC, STATE OF TEXAS

Field notes for a survey of 202.0 acres of land, being approximately 185.1 acres out of the Elijah Tate Survey No. 147, Abstract No. 590, and 16.9 acres out of the Benjamin Williams Survey No. 25, Abstract No. 4, in Blanco County, Texas, and also being out of a 520 acre tract of land conveyed to Claude Atkins by deed recorded in Volume 81, Pages 415-417, Deed Records of Blanco County, Texas; said 202.0 acres of land being more particularly described as follows:

BEGINNING at a $\frac{1}{2}$ inch iron pin set by a fence post corner for the northwest corner of this tract and the northwest corner of the above referenced 520 acre tract;

Thence along the general course of a fence line, the north line of this tract, North $89^{\circ} 08' 16''$ East, 328.08 feet to a set $\frac{1}{2}$ inch iron pin and North $89^{\circ} 45' 53''$ East, 411.62 feet to a large nail set in a 24 inch Live Oak;

Thence continuing along said north line and the general course of a fence line, North $89^{\circ} 50' 17''$ East, at 762.5 feet end fence, at 896.40 feet a set $\frac{1}{2}$ inch iron pin, a total distance of 909.40 feet to a point in the center of Cottonwood Creek for the northeast corner of this tract and the northeast corner of the 520 acre tract;

Thence downstream along the centerline of Cottonwood Creek with its meanders the following forty-nine (49) calls:

- (1) South $17^{\circ} 06'$ West, 37.06 feet to a point
- (2) South $11^{\circ} 59' 24''$ East, 68.61 feet to a point
- (3) South $46^{\circ} 40' 28''$ East, 144.75 feet to a point
- (4) South $60^{\circ} 36' 44''$ East, 272.00 feet to a set nail
- (5) South $25^{\circ} 05' 26''$ East, 175.08 feet to a set $\frac{1}{2}$ inch iron pin
- (6) South $33^{\circ} 25' 05''$ East, 276.00 feet to a point
- (7) South $27^{\circ} 58' 18''$ East, 142.14 feet to a point
- (8) South $24^{\circ} 35' 17''$ East, 209.69 feet to a point

- (9) South 02° 34' 08" West, 191.65 feet to a point
- (10) South 15° 59' West, 87.67 feet to a point
- (11) South 32° 00' West, 46.28 feet to a point
- (12) South 43° 58' West, 79.48 feet to a point
- (13) South 07° 02' 22" East, 51.28 feet to a point
- (14) South 51° 07' 27" East, 134.17 feet to a point
- (15) South 53° 41' 08" East, 102.89 feet to a point
- (16) South 48° 21' East, 131.64 feet to a point
- (17) South 58° 02' East, 62.41 feet to a point
- (18) South 33° 56' 10" East, 89.76 feet to a point
- (19) South 08° 25' 30" West, 48.93 feet to a set $\frac{1}{2}$ inch iron pin, the northwest corner of the Darryl E. Burris 46.77 acre tract as recorded in Volume 119, Pages 344-348, Deed Records of Blanco County, Texas
- (20) South 17° 57' West, 38.39 feet to a found $\frac{1}{2}$ inch iron pin
- (21) South 42° 00' 10" West, 91.61 feet to a found $\frac{1}{2}$ inch iron pin
- (22) South 14° 44' 40" West, 85.96 feet to a point
- (23) South 26° 23' 10" West, 99.66 feet to a point
- (24) South 11° 34' 48" West, 117.94 feet to a point
- (25) South 17° 40' 20" West, 215.01 feet to a point
- (26) South 23° 52' 30" West, 51.89 feet to a point
- (27) South 37° 52' 10" West, 45.66 feet to a found $\frac{1}{2}$ inch iron pin
- (28) South 55° 49' West, 188.62 feet to a found $\frac{1}{2}$ inch iron pin
- (29) South 87° 56' 35" West, 60.85 feet to a found $\frac{1}{2}$ inch iron pin
- (30) South 21° 01' 10" West, 64.11 feet to a found $\frac{1}{2}$ inch iron pin

(31) South 28° 25' 30" West, 108.80 feet to a point

(32) South 19° 13' West, 60.98 feet to a point

(33) South 31° 06' West, 81.16 feet to a found

inch iron pin

(34) South 08° 11' 25" West, 79.90 feet to a point

(35) South 17° 44' East, 79.94 feet to a point

(36) South 31° 41' 30" East, 145.49 feet to a point

(37) South 43° 12' 43" East, 251.56 feet to a found

$\frac{1}{2}$ inch iron pin

(38) South 56° 29' East, 62.75 feet to a point

(39) South 67° 52' 30" East, 106.49 feet to a found

$\frac{1}{2}$ inch iron pin

(40) South 13° 27' 50" East, 90.48 feet to a found

$\frac{1}{2}$ inch iron pin

(41) South 15° 55' 50" West, 103.11 feet to a point

(42) South 02° 10' 30" East, 32.98 feet to a found

$\frac{1}{2}$ inch iron pin

(43) South 27° 41' 37" East, 187.09 feet to a point

(44) South 10° 09' 44" East, 87.65 feet to a point

(45) South 33° 37' 20" East, 50.00 feet to a point

(46) South 44° 20' East, 76.18 feet to a found

inch iron pin

(47) North 84° 58' 30" East, 84.34 feet to a point

(48) South 03° 42' 40" East, 44.33 feet to a point

(49) South 07° 14' 50" West, 91.11 feet to a set

inch iron pin, the southwest corner of the

Burris 46.77 acre tract

Thence leaving Cottonwood Creek, South 59° 06' 13" East, at 17.00 feet a $\frac{1}{2}$ inch iron pin set on low bank, at 44.86 feet a $\frac{1}{2}$ inch iron pin found by a fence post corner, at 420.9 feet crossing a fence line, a total distance of 451.86 feet to a $\frac{1}{2}$ inch iron pin found in a fence line for the southeast corner of the Burris 46.77

acre tract;

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Thence along said fence line South 19° 55' West, 11.68 feet to a nail set by a fence post corner;

Thence South 67° 46' 27" East, 262.67 feet to a set $\frac{1}{2}$ inch iron pin;

Thence South 14° 54' 10" East, 611.06 feet to a $\frac{1}{2}$ inch iron pin set by a fence post corner on the north line of County Road No. 106 (Albert Road) for the southeast corner of this tract;

Thence along the north and northeast line of County Road No. 106 the following eleven (11) calls:

- (1) North 77° 54' West, at 25 feet crossing the center of a gravel road, at 48.6 feet begin fence, a total distance of 750.62 feet to a set $\frac{1}{2}$ inch iron pin
- (2) North 60° 33' 50" West, 92.93 feet to a set $\frac{1}{2}$ inch iron pin
- (3) North 41° 11' 37" West, 55.65 feet to a set $\frac{1}{2}$ inch iron pin
- (4) Leaving fence, North 29° 01' 52" West, at 67 feet crossing the centerline of Cottonwood Creek, a total distance of 149.43 feet to a $\frac{1}{2}$ inch iron pin set by a fence corner
- (5) Continuing along the general course of a fence line, North 34° 02' 53" West, 126.85 feet to a $\frac{1}{2}$ inch iron pin set by a 14 inch Elm
- (6) North 52° 32' 48" West, 124.97 feet to a set $\frac{1}{2}$ inch iron pin
- (7) North 84° 17' 39" West, 328.00 feet to a set $\frac{1}{2}$ inch iron pin
- (8) North 84° 34' 17" West, 451.70 feet to a set $\frac{1}{2}$ inch iron pin
- (9) North 82° 02' 14" West, 426.48 feet to a $\frac{1}{2}$

inch iron pin set by a fence post corner

(10) Leaving fence and crossing a gravel drive,
North $76^{\circ} 04'$ West, 44.24 feet to a $\frac{1}{2}$ inch
iron pin set in an old rock fence

(11) Along the general course of said rock fence
North $78^{\circ} 21' 19''$ West, 466.54 feet to a $\frac{1}{2}$
inch iron pin found by a fence post corner
for the southwest corner of this tract and the
southeast corner of the Albert T. Darling 11.912
acre tract as recorded in Volume 93, Pages 375-
378, Deed Records of Blanco County, Texas

Thence along the general course of a fence line the following
five (5) calls:


- (1) North $20^{\circ} 00' 25''$ East, 380.08 feet to a $\frac{1}{2}$
inch iron pin found by a fence post corner
- (2) South $82^{\circ} 13' 24''$ East, 190.64 feet to a $\frac{1}{2}$
inch iron pin set by a fence post corner
- (3) North $22^{\circ} 40' 42''$ East, 930.42 feet to a $\frac{1}{2}$
inch iron pin found by a fence post corner
- (4) North $40^{\circ} 09'$ West, 638.40 feet to a $\frac{1}{2}$ inch
iron pin found by a fence post corner
- (5) South $84^{\circ} 24' 19''$ West, 827.10 feet to a $\frac{1}{2}$
inch iron pin set by a fence post corner on
the east line of County Road No. 109

Thence along a fence line, the east line of said county road,
North $03^{\circ} 21' 44''$ West, 175.82 feet to a set $\frac{1}{2}$ inch iron pin;

Thence leaving county road and continuing along the general
course of a fence line North $02^{\circ} 38' 16''$ West, 1204.39 feet to a
set $\frac{1}{2}$ inch iron pin and North $02^{\circ} 20' 19''$ West, 1309.37 feet to
the PLACE OF BEGINNING.

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I hereby certify that these field notes represent an actual survey made on the ground by me on August 9, 1994.



Wayne A. Seewald
Registered Professional Land Surveyor
No. 3695

Reference is made to Plat of Survey dated August 9, 1994, accompanying these field notes.

Job No. 26-94

STATE OF TEXAS
COUNTY OF BLANCO

Field notes for a survey of 9.00 acres of land out of the Benjamin Williams Survey No. 25, Abstract No. 4, in Blanco County, Texas, and also being out of a 520 acre tract of land conveyed to Claude Atkins by deed recorded in Volume 81, Pages 415-417, Deed Records of Blanco County, Texas; said 9.00 acres of land being more particularly described as follows:

BEGINNING at a $\frac{1}{2}$ inch iron pin found by a fence post corner for the northwest corner of this tract, said iron pin being North $64^{\circ} 38' 22''$ West, 1335.5 feet from the most easterly corner of the above referenced 520 acre tract and also being South $59^{\circ} 06' 13''$ East, 44.86 feet from a $\frac{1}{2}$ inch iron pin set in the center of Cottonwood Creek for the southwest corner of the Darryl E. Burris 46.77 acre tract as recorded in Volume 119, Pages 344-348, Deed Records of Blanco County, Texas;

Thence along the south line of the Burris 46.77 acre tract South $59^{\circ} 06' 13''$ East, at 376 feet crossing a fence line, a total distance of 407.00 feet to a $\frac{1}{2}$ inch iron pin found in a fence line for the southeast corner of the Burris 46.77 acre tract;

Thence along said fence line South $19^{\circ} 55'$ West, 11.68 feet to a nail set by a fence post corner;

Thence South $67^{\circ} 46' 27''$ East, 262.67 feet to a set $\frac{1}{2}$ inch iron pin, the northeast corner of this tract;


Thence South $14^{\circ} 54' 10''$ East, 611.06 feet to a $\frac{1}{2}$ inch iron pin set by a fence post corner on the north line of County Road No. 106 (Albert Road) for the southeast corner of this tract;

Thence along the north line of said county road North $77^{\circ} 54'$ West, at 25 feet crossing the center of a gravel road, at 48.6 feet begin fence, a total distance of 683.62 feet to a set $\frac{1}{2}$ inch iron pin, the southwest corner of this tract;

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Thence North 05° 44' 47" West, 770.40 feet to the PLACE
OF BEGINNING.

I hereby certify that these field notes represent an actual
survey made on the ground by me on August 9, 1994.



Wayne A. Seewald
Registered Professional Land Surveyor
No. 3695

Reference is made to Plat of Survey dated August 9, 1994,
accompanying these field notes.

Job No. 26-94

Field notes for a survey of 4.6 acres of land, being approximately 3.4 acres out of the Elijah Tate Survey No. 147, Abstract No. 590, and 1.2 acres out of the Benjamin Williams Survey No. 25, Abstract No. 4, in Blanco County, Texas, and also being out of a 46.77 acre tract of land conveyed to Darryl E. Burris by deed recorded in Volume 119, Pages 344-348, Deed Records of Blanco County, Texas; said 4.6 acres of land being more particularly described as follows:

BEGINNING at a $\frac{1}{2}$ inch iron pin set in the center of Cottonwood Creek for the northwest corner of this tract and the northwest corner of the above referenced 46.77 acre tract;

Thence leaving Cottonwood Creek, South $72^{\circ} 46'$ East, 39.78 feet to a set $\frac{1}{2}$ inch iron pin, the northeast corner of this tract;

Thence South $23^{\circ} 18' 12''$ West, at 3.6 feet begin fence, a total distance of 537.84 feet to a $\frac{1}{2}$ inch iron pin set by a 2 inch pipe fence post;

Thence continuing along the general course of a fence line the following ten (10) calls:

- (1) South $17^{\circ} 02'$ West, 217.37 feet to a 2 inch pipe fence post
- (2) South $45^{\circ} 19' 27''$ West, 184.46 feet to a 2 inch pipe fence post
- (3) South $24^{\circ} 21' 48''$ West, 421.05 feet to a set $\frac{1}{2}$ inch iron pin
- (4) South $04^{\circ} 59' 50''$ West, 16.04 feet to a set $\frac{1}{2}$ inch iron pin
- (5) South $45^{\circ} 07' 30''$ East, 509.94 feet to a set $\frac{1}{2}$ inch iron pin
- (6) South $03^{\circ} 50' 38''$ East, 120.27 feet to a set $\frac{1}{2}$ inch iron pin
- (7) South $09^{\circ} 28' 50''$ West, 80.33 feet to a set $\frac{1}{2}$ inch iron pin

- (8) South 47° 23' 05" East, 333.24 feet to a set $\frac{1}{2}$ inch iron pin
- (9) South 09° 44' 22" East, 151.48 feet to a set $\frac{1}{2}$ inch iron pin
- (10) South 03° 34' 43" West, 150.76 feet to a $\frac{1}{2}$ inch iron pin found by a fence post corner for the southeast corner of this tract, said iron pin being on the south line of the Burris 46.77 acre tract


Thence along said south line, North 59° 06' 13" West, at 27.86 feet a $\frac{1}{2}$ inch iron pin set on the low bank of Cottonwood Creek, a total distance of 44.86 feet to a $\frac{1}{2}$ inch iron pin set in the center of Cottonwood Creek for the southwest corner of this tract and the southwest corner of the Burris 46.77 acre tract;

Thence upstream along the centerline of Cottonwood Creek with its meanders the following thirty (30) calls:

- (1) North 07° 14' 50" East, 91.11 feet to a point
- (2) North 03° 42' 40" West, 44.33 feet to a point
- (3) South 84° 58' 30" West, 84.34 feet to a found $\frac{1}{2}$ inch iron pin
- (4) North 44° 20' West, 76.18 feet to a point
- (5) North 33° 37' 20" West, 50.00 feet to a point
- (6) North 10° 09' 44" West, 87.65 feet to a point
- (7) North 27° 41' 37" West, 187.09 feet to a found $\frac{1}{2}$ inch iron pin
- (8) North 02° 10' 30" West, 32.98 feet to a point
- (9) North 15° 55' 50" East, 103.11 feet to a found $\frac{1}{2}$ inch iron pin
- (10) North 13° 27' 50" West, 90.48 feet to a found $\frac{1}{2}$ inch iron pin
- (11) North 67° 52' 30" West, 106.49 feet to a point

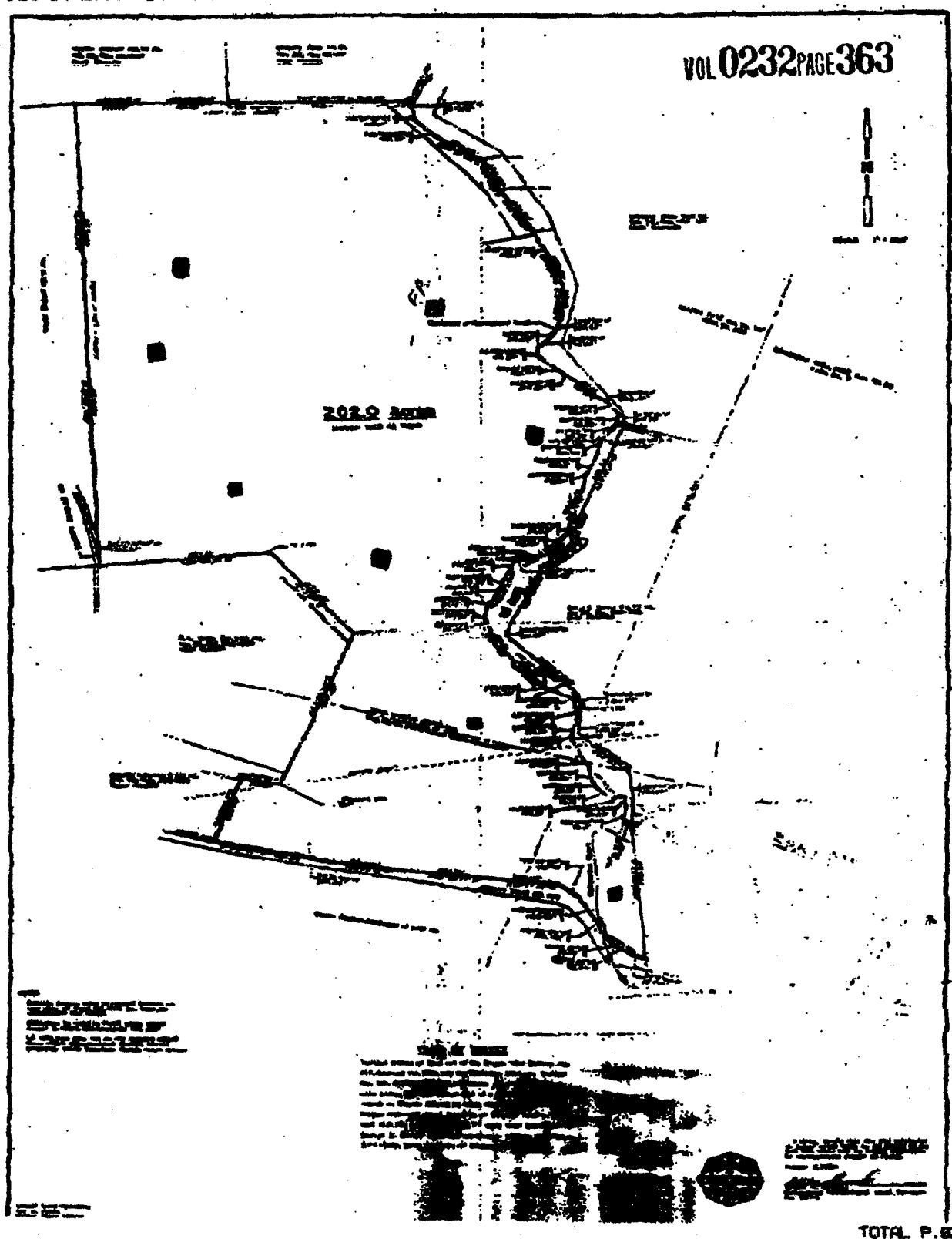
- (12) North 56° 29' West, 62.75 feet to a found $\frac{1}{2}$ inch iron pin
- (13) North 43° 12' 43" West, 251.56 feet to a point
- (14) North 31° 41' 30" West, 145.49 feet to a point
- (15) North 17° 44' West, 79.94 feet to a point
- (16) North 08° 11' 25" East, 79.90 feet to a found $\frac{1}{2}$ inch iron pin
- (17) North 31° 06' East, 81.16 feet to a point
- (18) North 19° 13' East, 60.98 feet to a point
- (19) North 28° 25' 30" East, 108.80 feet to a found $\frac{1}{2}$ inch iron pin
- (20) North 21° 01' 10" East, 64.11 feet to a found $\frac{1}{2}$ inch iron pin
- (21) North 87° 56' 35" East, 60.85 feet to a found $\frac{1}{2}$ inch iron pin
- (22) North 55° 49' East, 188.62 feet to a found $\frac{1}{2}$ inch iron pin
- (23) North 37° 52' 10" East, 45.66 feet to a point
- (24) North 23° 52' 30" East, 51.89 feet to a point
- (25) North 17° 40' 20" East, 215.01 feet to a point
- (26) North 11° 34' 48" East, 117.94 feet to a point
- (27) North 26° 23' 10" East, 99.66 feet to a point
- (28) North 14° 44' 40" East, 85.96 feet to a found $\frac{1}{2}$ inch iron pin
- (29) North 42° 00' 10" East, 91.61 feet to a found $\frac{1}{2}$ inch iron pin
- (30) North 17° 57' East, 38.39 feet to the PLACE OF BEGINNING.

I hereby certify that these field notes represent an actual survey made on the ground by me on August 9, 1994.


Wayne A. Seewald
Registered Professional Land Surveyor
No. 3695

Reference is made to Plat of Survey dated August 9, 1994,
accompanying these field notes.

Job No. 26-94



"This Exhibit reflects eight (8) alternative house locations for a maximum of five (5) actual house locations."

CONSERVATION EASEMENT

Exhibit E

HOMESTEAD PROPERTY

The western border will be Grantor's western property line; the eastern edge will be Cottonwood creek. The southern border will be County Road 106 (also called McKinney Loop), and the northern border will be the power lines that cut across the Protected Property. This area comprises roughly ten (10) acres.

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

JAN 02 2001



Dorothy Uecker
COUNTY CLERK
BLANCO COUNTY, TEXAS