

SWT
99-0014
59-

WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF HAYS §

That **The Nature Conservancy of Texas, Inc.** ("*Grantor*"), a Texas non-profit corporation, for the consideration hereinafter stated paid and secured to be paid by **Barry Walker and Michael Kenoyer** (collectively, "*Grantee*") has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee the real property, together with all improvements thereon, more particularly described on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the Property, together with the rights and appurtenances thereto belonging, unto Grantee and Grantee's heirs and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND the Property unto Grantee and Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

However, this conveyance is made subject to the liens securing standby fees, taxes and assessments by any taxing authority for the year 2000 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership by Grantee (collectively, "*Ad Valorem Taxes*"), as well as to exceptions indicated on Exhibit "B" attached hereto, to the extent that they are in effect and apply to the Property (collectively, "*Permitted Exceptions*"). Grantee by acceptance of delivery of this deed assumes and agrees to perform all of Grantor's obligations under the Permitted Exceptions and to pay the Ad Valorem Taxes. In addition, Grantor reserves and retains unto itself the Conversation Easement, the terms of which are more particularly set forth on Exhibit "C" attached hereto.

The consideration for this conveyance is as follows: A full valuable cash consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, and for the payment of which no lien, express or implied, is retained; and the execution and delivery of that one certain promissory note of even date herewith ("*Note*") in the original principal amount of \$3,100,000.00, executed by Grantee and payable to the order of Grantor. The vendor's lien and superior title remaining in Grantor, as vendor (together, "*Vendor's Lien*"), are retained against the Property for the security of and until the full and final payment of the Note, whereupon this deed shall become absolute.

Payment of the Note is additionally secured by a deed of trust lien on the Property created in the deed of trust ("*Deed of Trust*") of even date herewith from Grantee to Gerald S. Webberman, Trustee. The Vendor's Lien and the lien created by the Deed of Trust shall be cumulative, and acceptance of one shall not constitute the waiver of the other.

Grantee's address: 5000 Plaza on the Lake, Suite 200
Austin, Texas 78746

Executed on the dates indicated below to be effective as of the 30 day of May, 2000.

THE NATURE CONSERVANCY OF TEXAS, INC.

By: [Signature]
Name: Robert J. Potts
Title: State Director + Vice President

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 26 day of May, 2000, by Robert J. Potts, State Director of The Nature Conservancy of Texas, Inc., a Texas non-profit corporation, on behalf of said corporation. Vice President



[Signature]
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Southwestern Title Company
P.O. Box 1110
Dripping Springs, Texas 78620

Warranty Deed
TNC/Bleakley
Warranty Deed Bleakley.doc:104450.47

CARSON AND BUSH
PROFESSIONAL SURVEYORS, INC.
1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

APRIL 24, 2000

TRACT ONE

FIELD NOTE DESCRIPTION OF 1298.22 ACRES OF LAND OUT OF THE TEXAS CENTRAL RR.CO. SURVEY ABSTRACT No. 621, THE G.B. MOORE SURVEY ABSTRACT No. 771, THE E. SANDERS SURVEY ABSTRACT No. 619, THE GEORGE A. HARVEY SURVEY ABSTRACT No. 254, THE STACY COLLINS SURVEY ABSTRACT No. 140, THE J.H. HOWARD SURVEY ABSTRACT No. 550, THE ABNER SMALLEY SURVEY ABSTRACT No. 435, THE J.R. STACY SURVEY ABSTRACT No. 452, THE ABNER SMALLEY SURVEY ABSTRACT No. 431 AND THE GEORGE W. LINDSAY SURVEY ABSTRACT No. 289, ALL IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN (1960 ACRE) TRACT OF LAND AS CONVEYED TO JACK BLEAKLEY BY DEED RECORDED IN VOLUME 169 PAGE 147 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod set approximately 10 feet North of a fence corner post for the Northeast corner of the Abner Smalley Survey Abstract No. 431 and for the Northwest corner of the Wm. McCown Survey Abstract No. 343 and for an angle corner of the G.B. Moore Survey Abstract No. 771, and being an angle corner in that certain "Ninth Tract" as conveyed to Jack Bleakley by deed recorded in Volume 169 Page 147 of the Deed Records of Hays County, Texas, and for the Northwest corner of that certain (15 acre) tract of land as conveyed to Ted M. Balke, et ux, by deed recorded in Volume 257 Page 643 of the Deed Records of Hays County, Texas, and being an angle corner and **PLACE OF BEGINNING** of the herein described tract, and from which a 16" Live Oak tree (original bearing tree) bears N 41 deg. 00' W 69.4 ft. and also from which a 18" Live Oak tree (original bearing tree) bears N 65 deg. 23' W 160.4 ft.;

THENCE with the fenced common line of said Smalley Survey and McCown Survey and with the West line of said Balke (15 acre) tract, S 00 deg. 06' 46" E 110.07 ft. to a ½" iron rod set for an angle corner of this tract and being on the North side of McGregor Lane (Hays County Road No. 187);

THENCE crossing the interior of said Bleakley tract with the North and East lines of McGregor Lane, as found fenced, the following twenty-six (26) courses;

- 1) N 86 deg. 58' 33" W 394.70 ft. to a ½" iron rod set;
- 2) S 87 deg. 48' 29" W 372.96 ft. to a ½" iron rod set;
- 3) N 43 deg. 12' 00" W 284.24 ft. to a ½" iron rod set;
- 4) N 37 deg. 19' 20" W 640.16 ft. to a ½" iron rod set;
- 5) N 20 deg. 52' 00" W 189.03 ft. to a ½" iron rod set;
- 6) N 19 deg. 14' 52" W 2640.30 ft. to a ½" iron rod set;
- 7) N 33 deg. 17' 51" W 993.03 ft. to a ½" iron rod set;
- 8) N 33 deg. 37' 31" W 164.55 ft. to a ½" iron rod set;
- 9) N 33 deg. 34' 31" W 370.14 ft. to a ½" iron rod set;
- 10) N 20 deg. 17' 21" W 212.31 ft. to a ½" iron rod set;
- 11) N 10 deg. 23' 23" W at 515 ft. crossing Barton Creek and continuing along the same course for a total distance of 655.67 ft. to a ½" iron rod set;
- 12) N 19 deg. 11' 56" E 283.04 ft. to a ½" iron rod set;
- 13) N 34 deg. 39' 45" E 58.73 ft. to a 60D nail found in a 14" Live Oak tree;
- 14) N 24 deg. 02' 33" E 55.27 ft. to a 60D nail found in a 14" Live Oak tree;

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1298.22 Acres

- 15) N 12 deg. 20' 22" E 76.80 ft. to a ½" iron rod set;
- 16) N 16 deg. 24' 00" E 745.61 ft. to a ½" iron rod set;
- 17) N 08 deg. 08' 18" E 400.53 ft. to a ½" iron rod set;
- 18) N 00 deg. 09' 30" E 194.18 ft. to a ½" iron rod set;
- 19) N 05 deg. 38' 51" W 347.50 ft. to a ½" iron rod set;
- 20) N 23 deg. 40' 00" W 104.34 ft. to a ½" iron rod set;
- 21) N 09 deg. 11' 00" W 376.64 ft. to a ½" iron rod set;
- 22) N 02 deg. 03' 33" E 115.82 ft. to a ¾" iron pipe found;
- 23) N 01 deg. 53' 44" E 361.28 ft. to a ½" iron rod set;
- 24) N 04 deg. 46' 25" E 310.99 ft. to a ½" iron rod set;
- 25) N 23 deg. 19' 07" E 659.01 ft. to a ½" iron rod set;
- 26) N 07 deg. 44' 34" W 312.85 ft. to a ½" iron rod set at a fence corner post in a Northerly line of said Bleakley tract and in a Southerly line of that certain (287.06 acre) tract of land as conveyed to E. T. Thomassen and Donna B. Thomassen by deed recorded in Volume 212 Page 319 of the Deed Records of Hays County, Texas, and being a Northwesterly corner of this tract;

THENCE leaving the fenced East line of McGregor Lane with the common line of said Bleakley tract and said Thomassen tract, the following three (3) courses:

- 1) S 74 deg. 37' 00" E 431.32 ft. to a ½" iron rod set at a fence corner post;
- 2) N 06 deg. 54' 26" E 484.69 ft. to a ½" iron rod set at a fence corner post;
- 3) S 82 deg. 21' 37" E 600.91 ft. to a ½" iron rod set at a fence corner post on the West side of an old rock fence in the East line of the J.H. Howard Survey Abstract No. 550 and in the West line of the Pleasant D. Alexander Survey Abstract No. 22 for a Southeasterly corner of said Thomassen (287.06 acre) tract and for an angle corner of said Bleakley tract and being in the West line of that certain "Fourth Tract" as conveyed to Truman Breed by deed recorded in Volume 122 Page 412 of the Deed Records of Hays County, Texas, and being in the West line of that certain (348.7 acre) tract of land described in "Exhibit B" of Partition Deed to Benny Ray Breed and Wanda Breed Johnson as recorded in Volume 527 Page 247 of the Deed Records of Hays County, Texas, same being an angle corner of this tract;

THENCE with the common line of said Howard Survey and Alexander Survey, S 01 deg. 28' 07" W 34.57 ft. to a ½" iron rod set at the base of a fence corner post for a Southwesterly corner of said Benny Ray Breed (348.7 acre) tract, and being an angle corner of this tract;

THENCE leaving the fence and continuing with the common line of said Howard Survey and the Alexander Survey, S 00 deg. 27' 46" E 366.12 ft. to a ¾" iron rod set on the South bank of Barton Creek for the Southeast corner of said Howard Survey and the Southwest corner of said Alexander Survey and being in the North line of the Stacy Collins Survey Abstract No. 140 and being an angle corner of said Bleakley tract, same being an angle corner of this tract;

THENCE with the common line of said Alexander Survey and Collins Survey, and with the common line of said Bleakley tract and said Truman Breed "Fourth Tract", N 88 deg. 43' 46" E 541.17 ft. to a 60D nail set in angle post;

THENCE with the common line of said Bleakley tract and said Truman Breed "Fourth Tract" and the South line of said Alexander Survey as found fenced and used upon the ground, the following six (6) courses;

- 1) S 89 deg. 21' 32" E 71.93 ft. to a ½" iron rod set;
- 2) N 89 deg. 46' 34" E 489.83 ft. to a 60D nail set in a 20" Cedar tree;
- 3) S 87 deg. 35' 00" E 376.35 ft. to a ¾" iron pipe found;
- 4) N 89 deg. 17' 52" E 255.12 ft. to a ½" iron rod set;
- 5) N 88 deg. 17' 55" E 282.22 ft. to a ½" iron rod set;
- 6) N 89 deg. 31' 14" E 2436.34 ft. to a ½" iron rod found at a fence corner post for the occupied Southeast corner of said Alexander Survey and for an angle corner of the Texas Central RR. Co. Survey Abstract No. 621 and for the Southeast corner of said Truman Breed "Fourth Tract", also being the Southeast corner of that certain (348.7 acre) tract of land described in "Exhibit A" of Partition Deed to Truman Breed, Jr. and Allene Breed as recorded in Volume 527 Page 247 of the Deed Records of Hays County, Texas, and being an angle corner of said Bleakley tract, same being an angle corner of this tract;

THENCE with the East line of said Truman Breed, Jr. (348.7 acre) tract, being along or near the common line of said Alexander Survey and the Texas Central RR. Co. Survey, the following two (2) courses;

- 1) N 02 deg. 24' 13" E 980.16 ft. to a 60D nail found in a 16" Live Oak tree;
- 2) N 01 deg. 08' 19" E 406.95 ft. to a ½" iron rod found at a fence corner post at or near the Northeast corner of said Alexander Survey and the most northerly Northwest corner of the Texas Central RR. Co. Survey and at or near the Southwest corner of the Martin James Survey Abstract No. 259 and at or near the Southeast corner of the N. McArthur Survey Abstract No. 314 and being an angle corner of this tract;

THENCE along the approximate common line of said Texas Central RR. Co. Survey and the Martin James Survey as found fenced, the following two (2) courses;

- 1) S 87 deg. 32' 13" E 159.13 ft. to a ½" iron rod set;
- 2) S 87 deg. 54' 39" E 623.79 ft. to a ½" iron rod found at a fence corner post for the Northwest corner of that certain (120.00 acre) tract of land as conveyed to B.L. Johnson by deed recorded in Volume 757 Page 587 of the Official Public Records of Hays County, Texas, and being the most Northeasterly corner of this tract;

THENCE entering the interior of said Bleakley tract with the West line of said Johnson (120.00 acre) tract, S 01 deg. 18' 16" E 4474.05 ft. to a 2" metal pipe fence post in concrete for the Southwest corner of said Johnson (120.00 acre) tract, and being an angle corner of this tract;

THENCE continuing across the interior of said Bleakley tract with the South line of said Johnson (120.00 acre) tract, N 88 deg. 47' 54" E 1150.77 ft. to a 3/8" iron rod found at a fence corner post in the fenced East line of said Bleakley tract ("Eighth Tract") for the Southeast corner of said Johnson (120.00 acre) tract and for the Northwest corner of that certain (31.63 acre) tract of land as conveyed to Harry Simon, et ux, by deed recorded in Volume 1309 Page 104 of the Official Public Records of Hays County, Texas, and being an angle corner of this tract;

THENCE with the fenced East line of said Bleakley tract ("Eighth Tract"), the following four (4) courses;

- 1) S 00 deg. 21' 09" W 327.34 ft. to a 3/8" iron rod found at a fence angle post on the North side of a dry creek;
- 2) S 38 deg. 13' 11" E 24.63 ft. to a 3/8" iron rod found at a fence angle post on the South side of said dry creek;
- 3) S 01 deg. 00' 00" E 1399.73 ft. to a 60D nail set in a fence post;
- 4) S 00 deg. 59' 30" E 1489.84 ft. to a 60D nail set in a large fence corner post for an angle corner in the West line of Tract 9, Settlers Point Phase 1, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 8 Page 125 of the Plat Records of Hays County, Texas, and being the easterly Southeast corner of this tract, and from which a 1/2" iron rod set in the right-of-way of Settlers Trail and in the South line of the George W. Lindsay Survey Abstract No. 289 and in the North line of the Benjamin F. Hanna Survey Abstract No. 222 for the Southeast corner of said Bleakley tract ("Eighth Tract") bears S 01 deg. 00' 00" E 384.16 ft.;

THENCE entering the interior of said Bleakley tract with the fenced North line of said Settlers Point Phase 1, S 88 deg. 44' 24" W at approximately 414 feet passing the common line of said George W. Lindsay Survey and the G.B. Moore Survey and the common line of said Bleakley "Eighth Tract" and "Ninth Tract", and continuing along the same course for a total distance of 574.61 ft. to a 60D nail found at a fence angle post;

THENCE continuing across the interior of said Bleakley tract ("Ninth Tract") with the fenced North line of said Settlers Point Phase 1, the following four (4) courses;

- 1) S 89 deg. 46' 07" W 233.09 ft. to a 60D nail set in a fence angle post;
- 2) S 89 deg. 00' 19" W 575.29 ft. to a 60D nail found at a fence angle post;
- 3) S 87 deg. 05' 25" W 227.83 ft. to a 60D nail set in a fence angle post;
- 4) S 83 deg. 38' 45" W 85.94 ft. to a 1/2" iron rod found at a fence corner post for the Northwest corner of Tract 14 of said Settlers Point Phase 1;

THENCE continuing across the interior of said Bleakley tract ("Ninth Tract") with a wire fence, the following two (2) courses;

- 1) S 81 deg. 20' 42" W 1571.99 ft. to a 1/2" iron rod set;
- 2) S 81 deg. 29' 21" W 631.16 ft. to a 60D nail found in a large fence corner post for the occupied Northwest corner of said Benjamin F. Hanna Survey and for an angle corner of said G.B. Moore Survey and being an angle corner of said Bleakley tract ("Ninth Tract") and for the Northwest corner of that certain (268.5 acre) tract of land as conveyed to Ira A. Combs, et ux, by deed recorded in Volume 184 Page 254 of the Deed Records of Travis County, Texas, and for the Northwest corner of that certain (282.4 acre) tract of land as conveyed to W.M. Littleton by deed recorded in Volume 44 Page 155 of the Deed Records of Hays County, Texas, and being an angle corner of this tract, and from which a 1/2" iron rod set for the easterly Southeast corner of said G.B. Moore Survey and for the Southwest corner of said George W. Lindsay Survey and for the South common corner of said Bleakley "Eighth Tract" and "Ninth Tract" bears S 89 deg. 51' 35" E 3460.49 ft.;

THENCE with the common line of said Benjamin F. Hanna Survey and the G.B. Moore Survey and with the common line of said Bleakley tract ("Ninth Tract") and said Combs (268.5 acre) tract, S 00 deg. 49' 31" E 2853.47 ft. to a 60D nail found in a fence corner post for the occupied southerly Southeast corner of said G.B. Moore Survey and the Northeast corner of said Wm. McCown Survey and for the southerly Southeast corner of said Bleakley tract ("Ninth Tract") and in the North line of the aforementioned Balke (15 acre) tract, same being the southerly Southeast corner of this tract;

THENCE with the common line of said G.B. Moore Survey and the Wm. McCown Survey and with the common line of said Bleakley tract ("Ninth Tract") and Balke (15 acre) tract, S 88 deg. 45' 40" W 1076.54 ft. to the PLACE OF BEGINNING, containing 1298.22 acres of land.

NOTE: All 1/2" iron rods set, as mentioned in the above description, were set with a plastic cap imprinted with "Carson and Bush Professional Surveyors".

SURVEYED: April, 2000.



Holt Carson
Registered Professional Land Surveyor No. 5166
CARSON AND BUSH PROFESSIONAL SURVEYORS, INC.

626002



CARSON AND BUSH
PROFESSIONAL SURVEYORS, INC.
1904 FORTVIEW ROAD
AUSTIN, TX 78704
TELEPHONE: (512) 442-0990
FACSIMILE: (512) 442-1084

APRIL 24, 2000

TRACT THREE

FIELD NOTE DESCRIPTION OF 2.36 ACRES OF LAND OUT OF THE PLEASANT D. ALEXANDER SURVEY ABSTRACT No. 22 IN HAYS COUNTY, TEXAS, BEING AN AREA BOUNDED BY THE SOUTH AND WEST LINES OF SAID PLEASANT D. ALEXANDER SURVEY AND BY A SOUTHERLY LINE OF THAT CERTAIN (348.7 ACRE) TRACT OF LAND AS DESCRIBED IN "EXHIBIT B" OF PARTITION DEED TO BENNY RAY BREED AND WANDA BREED JOHNSON OF RECORD IN VOLUME 527 PAGE 247 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/4" iron rod set on the South bank of Barton Creek for the Southeast corner of the J.H. Howard Survey Abstract No. 550 and for the Southwest corner of the Pleasant D. Alexander Survey Abstract No. 22 and in the North line of the Stacy Collins Survey Abstract No. 140 for the Southwest corner of that certain (131 acre) tract of land described as "Fourth Tract" to Truman Breed as recorded in Volume 122 Page 412 of the Deed Records of Hays County, Texas, and for a corner of that certain "Fourth Tract" as conveyed to Jack Bleakley by deed recorded in Volume 169 Page 147 of the Deed Records of Hays County, Texas, and being the Southwest corner and **PLACE OF BEGINNING** of the herein described tract;

THENCE with the common line of said J.H. Howard Survey and said Pleasant D. Alexander Survey, N 00 deg. 27' 46" W 366.12 ft. to a 1/2" iron rod set at a fence corner post for a Southwesterly corner of that certain (348.7 acre) tract of land described in "Exhibit B" of Partition Deed to Benny Ray Breed and Wanda Breed Johnson of record in Volume 527 Page 247 of the Deed Records of Hays County, Texas, and being the Northwesterly corner of this tract;

THENCE crossing the interior of the Pleasant D. Alexander Survey with the Southerly line of said Benny Ray Breed (348.7 acre) tract and with an old wire fence, the following eight (8) courses;

- 1) S 72 deg. 49' 22" E 129.53 ft. to a 1/2" iron rod set;
- 2) N 48 deg. 05' 19" E 71.35 ft. to a 60D nail set in a 10" Live Oak tree;
- 3) S 46 deg. 33' 00" E, crossing Barton Creek, 71.71 ft. to a 1/2" iron rod set;
- 4) S 25 deg. 52' 09" E 83.91 ft. to a 1/2" iron rod set at the base of an 18" Cedar tree;
- 5) S 08 deg. 54' 00" E 142.38 ft. to a 1/2" iron rod set at the base of an 18" Cedar tree;
- 6) S 58 deg. 13' 26" E 117.03 ft. to a 60D nail found in an 18" Cedar tree;
- 7) S 73 deg. 57' 12" E 104.91 ft. to a 60D nail found in an 18" Cedar tree;
- 8) S 82 deg. 28' 45" E 56.62 ft. to a 60D nail found in a fence angle post on or near the common line of said Pleasant D. Alexander Survey and the Stacy Collins Survey and being the Easterly corner of this tract;

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2.36 Acres

THENCE with the common line of said Pleasant D. Alexander Survey and Stacy Collins Survey,
S 88 deg. 43' 46"W 541.17 ft. to the **PLACE OF BEGINNING**, containing 2.36 acres of land.

NOTE: All 1/2" iron rods set, as mentioned in the above description, were set with a plastic cap
imprinted with "Carson and Bush Professional Surveyors".

SURVEYED: April, 2000.



Holt Carson
Registered Professional Land Surveyor No. 5166
CARSON AND BUSH PROFESSIONAL SURVEYORS, INC.

626002



EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Overhead and underground telephone lines along western property line, being County Road 187, as shown on survey dated April 19, 2000 prepared by Holt Carson, RPLS #5166 (the "*Survey*").
2. Overhead utility lines crossing the Property in various locations as shown on the Survey.
3. All mineral and royalty severances, including the following:
 - a. One-sixth (1/6) of all oil, gas and other minerals as conveyed from Walter H. Meyers and Florence H. Meyers to Walter H. Meyers, Jr. in Deed dated 4/17/56, recorded in Vol. 162, Page 615, Deed Records of Hays County, Texas, together with all rights related thereto, express or implied.
 - b. One-sixth (1/6) of all oil, gas and other minerals as conveyed from Walter H. Meyers and Florence H. Meyers to Virginia Meyers Moore, in Deed dated 4/17/56, recorded in Vol. 162, Page 616, Deed Records of Hays County, Texas, together with all rights related thereto, express or implied.
 - c. One-sixth (1/6) of all oil, gas and other minerals as conveyed from Walter H. Meyers and Florence H. Meyers to John H. Meyers in Deed dated 4/17/56, recorded in Vol. 162, Page 617, Deed Records of Hays County, Texas, together with all rights related thereto, express or implied.
4. Rights of adjoining owners in any fences situated on a common boundary.

Exhibit "C"

RESERVATION OF CONSERVATION EASEMENT

The property described in the deed to which this exhibit is attached (hereinafter referred to as the "**Property**") is a significant natural habitat of fish, wildlife, plants and ecological communities. The specific conservation values of the Property are set forth in a Conservation Easement Documentation Report (the "**Documentation Report**") of even date herewith, prepared by The Nature Conservancy of Texas, Inc. ("**Conservancy**") and signed and acknowledged by Barry Walker and Michael Kenoyer (collectively, "**Grantee**"). Conservancy and Grantee have the common desire and purpose to protect the conservation values of the Property described in the Documentation Report and wish to create a conservation easement in favor of Conservancy pursuant to The Texas Natural Resource Code Chapter 183.

NOW THEREFORE, Conservancy hereby reserves and retains a Conservation Easement in perpetuity over the Property of the nature and character as follows:

1. **PURPOSE.** The purpose of this Conservation Easement is to ensure that the Property will be retained forever predominantly in its natural and scenic condition; to protect animals (subject to hunting fishing rights of Grantee provided herein) and water quality on the Property; to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property described above and in the Documentation Report, while allowing for traditional uses on the Property that are compatible with and not destructive of the conservation values of the Property, such as limited residential construction, lodging, environmental seminars, selective timber harvesting, ranching and farming (including farming of grapes), hunting, fishing, boarding, grazing and showing of horses and livestock.

Grantee will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Conservation Easement. However, unless otherwise specified below, nothing in this Conservation Easement shall require Grantee to take any action to restore the condition of the Property after any act of God or other event over which Grantee had no reasonable control. Grantee understands that nothing in this Conservation Easement relieves them of any obligation or restriction on the use of the Property imposed by law.

2. **PROPERTY USES.** Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following is a listing of activities and uses which are expressly prohibited or which are expressly allowed. Grantee and Conservancy have determined that the allowed activities do not impair the conservation values of the Property. Additional retained rights of Grantee are set forth in Paragraph 3 below.

2.1 **Partitions.** The Property may not be divided, subdivided or partitioned, nor conveyed or pledged to secure a debt except in its current configuration as an entirety and except as otherwise provided below. Notwithstanding the foregoing, the Property may be partitioned into three 200-acre tracts, which 200-acre tracts may be further subdivided or

partitioned into two tracts of approximately 100 acres each. The balance of the Property may not be further divided, subdivided or partitioned.

2.2 New Improvements. Grantee shall have the right to place or construct two residential complexes (defined below) on each of the three 200-acre tracts. As used herein "**residential complex**" shall mean and include, collectively, a single family main house having a footprint of not more than 15,000 square feet, tennis courts, a swimming pool, a barn, not to exceed 5000 square feet, stables and other sheds or outbuildings not to exceed 1000 square feet each, to house, animals, materials and equipment necessary for the utilization of, or associated with the above-described structures. In addition, on one (and only one) of the 200-acre tracts, Grantee may construct a barn and stable not to exceed 20,000 square feet and a covered equestrian dressage area not to exceed 35,000 square feet (collectively, the "**Dressage Facility**"). Grantee may construct driveways and utility facilities as reasonably necessary to serve each residential complex. Grantee may also construct and use one water well to serve each residential complex; however, Grantee's use of such wells and any surface or ground water on the Property shall be restricted to no more than is reasonably necessary for Grantee's ranching, agricultural, wildlife management operations and residential use and other activities expressly permitted herein. Grantee is otherwise prohibited from transferring or selling any excess water from the Property. Any new driveways and trails permitted hereunder shall be designed so as to minimize their length as much as reasonably practical and shall be constructed and maintained so as to minimize erosion and all other negative impacts on the conservation values for the Property. All facilities and plans for the disposal of waste other than by public sewage or septic methods (such as shredding, compaction, incineration, reclamation or chemical dissolution), must be submitted to Conservancy in advance for its approval, which approval shall not be unreasonably withheld. Conservancy acknowledges that Grantee may install septic systems as reasonably necessary for the improvements contemplated herein, provided that such septic systems comply with all applicable laws and government regulations. Except as otherwise expressly provided below, no construction may occur within the area depicted as the "**No Development Zones**" shown on Exhibit "1" attached hereto, which includes (but is not limited to) that area within 500 feet from the centerline of Barton Creek and that area within 200 feet from the centerline of Schoolhouse Hollow (a tributary to Barton Creek) and that area within 50 feet from the centerline of any other tributaries to Barton Creek that occur on the Property. In addition, no improvements shall be constructed within 300 feet of the two stock tanks on the Property or on slopes of 15% or more in the area depicted on Exhibit "1" as the "**Slope Zone**" (which generally is the area 1,000 feet from the north boundary line of the Property). Notwithstanding the above restrictions, (a) the Dressage Facility may be located in an area at least 400 feet from the centerline of Barton Creek more particularly delineated as the "**Dressage Area**" shown on Exhibit "1"; (b) Grantee may construct one residential complex in that area within 500 feet of the centerline of Barton Creek which is 1,280 feet or more above sea level, as more particularly delineated as the "**Home Site**" shown on Exhibit "1"; and (c) Grantee may construct "**run-in sheds**" or "**loafing sheds**" to provide shade and shelter for livestock within the No Development Zone. The location and design of any new improvements shall be provided to Conservancy prior to commencement of construction of such improvements. Conservancy shall notify Grantee within 20 days after its receipt of such information if it believes any of the proposed improvements are not in compliance with the restrictions or covenants contained herein. If no such notice is given to Grantee, the location and design of the structure shall be deemed approved. No other structures

may be placed or constructed on the Property. Furthermore, there shall be no constructing or placing of any airplane landing strip, utility pole (other than those necessary to service the Property's improvements), utility tower, conduit or line on or above the Property. Outdoor lighting shall be placed and shielded so as to minimize the impact on surrounding areas.

2.3 Existing Improvements. Grantee shall have the right to maintain, remodel and repair structures, water tanks, fences, corrals, water wells, header dams, utilities, and other improvements, provided such improvements are in existence at the time of the reservation of this Conservation Easement. In the event of their destruction, Grantee shall have the right to reconstruct any such existing improvements with another of similar size, function, capacity, location and material as the original, unless otherwise approved by Conservancy.

2.4 Mineral Extraction. To the extent otherwise permitted herein, extraction of subsurface minerals may be accomplished only by extraction methods that will have a limited and localized impact on, and not significantly or materially impair or interfere with, the conservation values of the Property and the purposes of this Conservation Easement. Without limiting the generality of the foregoing, minerals shall not be extracted by any surface mining methods. The extractor shall at all times use best efforts and practices to prevent damage or impairment of the conservation values and shall restore any area damaged to its original condition promptly upon completion of the extraction activity. All extraction facilities must be concealed or otherwise located so as to be compatible with existing topography and landscape. Conservancy must be given written notice of any mineral extraction thirty (30) days prior to beginning any such work.

2.5 Agricultural Use. Except as provided below, Grantee shall have the right to breed, raise and pasture cattle, sheep, goats and horses in existing fields on the Property and to plant, raise and harvest crops in existing fields on the Property. Grantee may also plant, raise and harvest grapes; however, such activities must be conducted outside of the No Development Zone. Grantee may not establish or maintain any commercial feedlot on the Property, which is defined for the purpose of this Conservation Easement as a confined area or facility within which the land is not grazed or cropped at least annually and which is used to receive livestock that has been raised off the Property for feeding and fattening for market.

2.6 Timber Harvest. Grantee shall have the right to harvest timber from the Property in order to provide firewood for residential structures allowed on the Property and for maintaining allowed structures and improvements on the Property, such as residences, barns, corrals, fences, etc. No additional timber harvesting shall be allowed.

2.7 Grazing. Grantee shall have the right to graze and pasture cattle, sheep and horses in existing fields and pastures. No level of grazing may be allowed that would result in an unreasonable deterioration of the pastures or other conservation values of the Property.

2.8 Home Businesses. Any business that is conducted by, and in the home of, a person residing on the Property, is allowed.

2.9 Recreational Uses. Grantee shall have the right to engage in and permit others to engage in recreational uses of the Property, including, without limitation, swimming, hunting and fishing, horseback riding, dressage showings, lodging and conducting environmental seminars, provided such use does not require or result in any surface alteration or other development of the land. Pursuit of wildlife by any form of motorized transportation is not allowed.

2.10 Excavation. Except as necessary to accommodate the activities expressly permitted under this Conservation Easement (including agricultural activities), there shall be no ditching, draining, diking, filling, excavating, dredging, removal of topsoil, sand, gravel, rock, minerals or other materials, mining, drilling or removal of minerals, nor any building of roads or change in the topography of the Property or disturbance in the soil in any manner. Notwithstanding the foregoing, trenching is permitted for purposes of (i) preventing the spread of oak wilt disease, (ii) burying waterlines for water wells and (iii) burying underground utilities.

2.11 Destruction of Plants, Disturbance of Natural Habitat. Grantee shall have the right to cut and remove diseased or exotic trees, shrubs, or plants, and to cut firebreaks, subject to the prior approval of Conservancy, except that such approval shall not be required in case of emergency firebreaks. Grantee shall also have the right to cut and remove trees, shrubs or plants to accommodate the activities expressly permitted under this Conservation Easement. Notwithstanding the above, Grantee shall manage the existing brushy species of vegetation on the Property, including ash juniper, so that it is maintained at or below baseline level determined in the Easement Documentation Report. The areas of brushy species which are cleared shall be revegetated with native vegetation or native grass mixes. There shall be no additional removal, harvesting, destruction or cutting of native trees, shrubs or plants. Except for use around improvements or in gardens there shall be no planting of non-native trees, shrubs or plants on the Property. Furthermore, except to accommodate the activities expressly permitted under this Conservation Easement, there shall be no use of fertilizers (except for spreading manure), plowing, or disturbance or change in the natural habitat in any manner.

2.12 Hydrology. Other than the construction and use of wells necessary to serve allowed improvements, there shall be no alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies on the Property. Grantee shall have the right to maintain and reconstruct in their currently existing size and location the checkdams on Barton Creek as well as the berms on the two lakes existing on the Property at the time of this reservation.

2.13 Signage. No signs or billboards or other advertising displays are allowed on the Property, except that signs whose placement, number and design do not significantly diminish the scenic character of the Property may be displayed to state the name and address of the Property and the names of persons living on the Property, to advertise or regulate permitted on-site activities, to advertise the Property for sale or rent, and to post the Property to control unauthorized entry or use.

2.14 No Biocides. There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, except as reasonably needed

around the permitted improvements on the Property and in existing agricultural fields and to control invasive species detrimental to the conservation values of the Property, but in any event Grantee may only use such products as are approved by Conservancy.

2.15 No Dumping. There shall be no storage or dumping of trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Property. Except as necessary to accommodate the construction of improvements expressly permitted herein, there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Property or on the adjacent property owned by Grantee that could cause erosion or siltation on the Property.

2.16 No Pollution. There shall be no pollution of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall activities be conducted on the Property that would be detrimental to water purity or that could alter the natural water level or flow in or over the Property.

2.17 Predator Control. Grantee shall have the right to control, destroy, or trap predatory and problem animals which pose a material threat to livestock and/or humans by means and methods approved by Conservancy. The method employed shall be selective and specific to individuals, rather than broadcast, nonselective techniques.

2.18 Commercial Development. Any commercial or industrial use of or activity on the Property, other than those relating to agriculture, ranching, showing of horses, hunting, fishing, lodging, environmental seminars, recreational, or home businesses as permitted herein is prohibited.

2.19 Density. Neither the Property nor any portion of it shall be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme, cluster development arrangement or otherwise; provided, however, that with prior written permission of Conservancy, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any then existing residential structures on the Property. For purposes of this Conservation Easement, the term "*development rights*" includes, but is not limited to, any and all rights and credits, however designated, now or hereafter associated with the Property, that may be used, pursuant to applicable zoning laws or other governmental laws or regulations, to compute permitted size, height, bulk or number of structures, developmental density, lot yield, of any similar development variable or in connection with the mitigation for use or destruction of habitat for, or take of, endangered or threatened species on or pertaining to any other property.

2.20 No Exotics. There shall be no introduction of exotic (non-native) vegetation or animals, except (a) horses, sheep, goats and cattle for commercial or domestic use

and other domestic livestock for non-commercial use, (b) up to 10 ostriches but only pursuant to a management plan approved by Conservancy, such approval not to be unreasonably withheld, (c) as expressly permitted in Section 2.5 and Section 2.11 hereof, (d) domestic household pets, and (e) as Conservancy may otherwise approve.

2.21 No Easements. Grantee shall not grant or convey any easements under or across the Property, including, but not limited to, access easements and utility easements, without Conservancy's prior written consent (which consent shall not be unreasonably withheld).

3. **ADDITIONAL RIGHTS OF GRANTEE.** Grantee shall have the following additional rights:

3.1 Existing Uses. The right to undertake or continue any activity or use of the Property in effect at the time of the reservation of this Conservation Easement and not otherwise prohibited herein. Prior to making any change in use of the Property, Grantee shall notify Conservancy in writing to allow Conservancy a reasonable opportunity to determine whether such change would violate the terms of this Conservation Easement.

3.2 Transfer. The right to sell, give, mortgage, lease, or otherwise convey the Property subject to the terms of this Conservation Easement.

4. **CONSERVANCY'S RIGHTS.** To accomplish the purpose of this Conservation Easement, the following additional rights are reserved by Conservancy.

4.1 Right to Enforce. The right to preserve and protect the conservation values of the Property and enforce the terms of this Conservation Easement.

4.2 Right of Entry. The right of Conservancy's staff, contractors and associated natural resource management professionals to enter the Property one time per calendar year after prior written notice to Grantee, for the purposes of: (a) inspecting the Property to determine if Grantee is complying with the covenants and purposes of this Conservation Easement; and (b) monitoring and research as described below and (c) management of exotic and invasive species as described below.

4.3 Monitoring and Research. The right, but not the obligation, to monitor the plant and wildlife populations, plant communities and natural habitats on the Property. Grantee shall cooperate with Conservancy in establishing, at no expense to Grantee, a written Monitoring and Research Plan to direct the monitoring of and research on plant and wildlife populations, plant communities, natural habitats and water quality on the Property. Grantee agrees that all monitoring activity, natural resource inventory and assessment work or other natural resource research, conducted by Grantee or others, shall be reported to Conservancy.

4.4 Management of Exotics and Invasive Species. The right, but not the obligation, to control, manage or destroy exotic non-native species or invasive species of plants and animals not expressly permitted in this instrument that threaten the conservation values of the Property. Conservancy will specifically notify in writing, and obtain Grantee's written consent, (such consent not to be unreasonably withheld) prior to implementing such management activities.

4.5 Discretionary Consent. Conservancy's consent for activities otherwise prohibited or requiring Conservancy's consent under paragraph 2 above, may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the prohibited activities listed in paragraph 2 are deemed desirable by both Grantee and Conservancy, Conservancy may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring Conservancy's consent shall be in writing and shall describe the proposed activity in sufficient detail to allow Conservancy to judge the consistency of the proposed activity with the purpose of this Conservation Easement. Conservancy may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purpose of this Conservation Easement and (2) either enhance or do not impair any significant conservation interests associated with the Property. Notwithstanding the foregoing, Conservancy and Grantee have no right or power to agree to any activities that would result in the termination of this Conservation Easement.

5. **RESPONSIBILITIES OF GRANTEE AND CONSERVANCY NOT AFFECTED.** Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantee as owners of the Property. Among other things, this shall apply to:

- (a) *Taxes* - Grantee shall be solely responsible for payment of all taxes and assessments levied against the Property.
- (b) *Upkeep and Maintenance* - Grantee shall be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. Conservancy shall have no obligation for the upkeep or maintenance of the Property.

6. **ACCESS.** No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement. However, the public has the right to view the Property from adjacent publicly accessible areas such as public roads and waterways

7. **ENFORCEMENT.** Conservancy shall have the right to prevent and correct violations of the terms of this Conservation Easement. With advance written notice Conservancy may enter the Property for the purpose of inspecting for violations. If Conservancy finds what is a violation, it 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, Conservancy shall give Grantee 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, Conservancy may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring Grantee to restore the Property to its condition prior to the violation. The failure of Conservancy to discover a violation or to take immediate legal action shall not bar it from doing so at a later time.

8. **TRANSFER OF EASEMENT.** The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable. Conservancy shall have the right to transfer or assign this Conservation Easement to any private nonprofit organization that at the time of transfer, is a "*qualified organization*" under Section 170(h) of the U.S. Internal Revenue Code, and the organization expressly agrees to assume the responsibility imposed on Conservancy by this Conservation Easement. If Conservancy ever ceases to exist or no longer qualifies under Sec. 170(h) or applicable state law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility within two years from the date Conservancy ceases to exist or no longer qualifies under Section 170(h).

9. **TRANSFER OF PROPERTY.** Any time the Property, or any interest therein, is transferred by Grantee to any third party, Grantee shall notify Conservancy in writing at least thirty (30) days prior to the transfer of the Property, and the document of conveyance shall expressly refer to this Conservation Easement.

10. **AMENDMENT OF EASEMENT.** This Conservation Easement may be amended only with the written consent of Grantee and Conservancy. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Sec. 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with Chapter 183 of the Texas Natural Resources Code, or any regulations promulgated pursuant to that law. Grantee and Conservancy have no right or power to agree to any amendment that would affect the enforceability of this Conservation Easement.

11. **TERMINATION OF EASEMENT.** If it is determined that conditions on or surrounding the Property have changed so much that it is impossible to fulfill the conservation purposes set forth above, a court with jurisdiction may, at the joint request of both Grantee and Conservancy, terminate this Conservation Easement.

If condemnation of a part of the Property or of the entire Property by public authority renders it impossible to fulfill any of these conservation purposes, the Conservation Easement may be terminated through condemnation proceedings.

At the time of the reservation of this Conservation Easement by Conservancy, this Conservation Easement gives rise to a real property right, immediately vested in Conservancy. If this Conservation Easement is terminated and the Property is sold or taken for public use, then, as required by Sec. 1.170A-14(g)(6) of the IRS regulations, Conservancy shall be entitled to a percentage of the gross sale proceeds or condemnation award (minus any amount attributable to new improvements made after the date of this conveyance, which amount shall be reserved to Grantee) equal to the ratio of the appraised value of this Conservation Easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Conservation Easement. Conservancy shall use the proceeds consistently with the conservation purposes of this Conservation Easement.

Notwithstanding anything in this Conservation Easement to the contrary, in the event Conservancy for any reason reacquires the title to any portion of the Property, Conservancy may elect (in its sole and absolute discretion) to terminate this Conservation Easement as to such portion of the Property reacquired by Conservancy. In order to exercise such election, Conservancy shall execute and file in the Real Property Records, Hays County, an affidavit or other written instrument setting forth such election.

12. **INTERPRETATION.** This Conservation Easement shall be interpreted under the laws of Texas, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

13. **INDEMNIFICATION.** Each party agrees to hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the other party on the Property that causes injury to a person(s) or damage to property.

14. **NOTICES.** Any notice, communication, request, reply or advice (severally and collectively referred to as "*Notice*") in this Agreement provided or permitted to be given, made or accepted by either party to the other must be in writing. Notice may, unless otherwise provided herein, be given or served (a) by depositing the same in the United States mail, postage paid, certified mail, and addressed to the party to be notified at the last address for which that the sender has at the time of mailing, with return receipt requested, (b) by delivering the same to such party, or an agent of such party, or (c) when appropriate, by sending a facsimile to the party to be notified at the fax number shown below, with electronic confirmation of receipt. Notice deposited in the mail in the manner hereinabove described shall be effective from and after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as provided above, be as follows:

To Conservancy:	711 Navarro, Suite 410 San Antonio, TX 78205-1725 Attn: Cathy del Castillo
To Grantee:	5000 Plaza on the Lake Suite 200 Austin, TX 78746 Attn: Barry Walker and Michael Kenoyer

15. **SEVERABILITY.** If any provision of this Conservation Easement is found to be invalid, the remaining provisions shall not be altered thereby.

16. **PARTIES.** Every provision of this Conservation Easement that applies to Grantee or Conservancy shall also apply to their respective heirs, executors, administrators, assigns, and all other successors as their interest may appear.

17. **RE-RECORDING.** In order to ensure the perpetual enforceability of this Conservation Easement, Conservancy is authorized to re-record this instrument or any other appropriate notice or instrument.

18. **MERGER.** Except as provided in Paragraph 11 above, the parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

19. **SUBSEQUENT LIENS ON PROPERTY.** No provisions of this Conservation Easement should be construed as impairing the ability of Grantee to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinate to this Conservation Easement.

RESERVED this Conservation Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy, for the proper use and benefit of Conservancy, its successors, and assigns forever.

TO HAVE AND TO HOLD, this Conservation Easement unto Conservancy, its successors and assigns, forever.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantee and Conservancy, intending to legally bind themselves, have set their hands and seals to be effective as of the date first written above.

GRANTEE:



Barry Walker



Michael Q. Kenoyer
MK

CONSERVANCY:

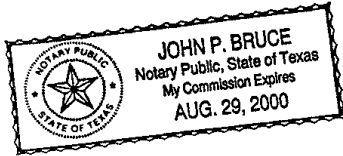
THE NATURE CONSERVANCY OF TEXAS, INC.

By: _____
Robert Potts
State Director

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30 day of MAY, 2000, by Barry Walker.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30 day of MAY, 2000.



[Signature] (SEAL)
NOTARY PUBLIC

My commission expires:

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25 day of MAY, 2000, by Michael ^{L. TPB} Kenoyer.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 25 day of MAY, 2000.



[Signature] (SEAL)
NOTARY PUBLIC

My commission expires:

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2000, by Robert Potts, State Director of The Nature Conservancy of Texas, Inc., a Texas non-profit corporation, on behalf of said corporation.

NOTARY PUBLIC

My commission expires:

IN WITNESS WHEREOF, Grantee and Conservancy, intending to legally bind themselves, have set their hands and seals to be effective as of the date first written above.

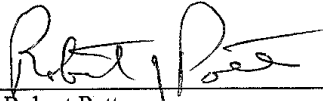
GRANTEE:

Barry Walker

Michael O. Kenoyer

CONSERVANCY:

THE NATURE CONSERVANCY OF TEXAS, INC.

By: 

Robert Potts
State Director Vice President

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2000, by Barry Walker.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2000.

_____(SEAL)
NOTARY PUBLIC

My commission expires:

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2000, by Michael O. Kenoyer.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2000.

_____(SEAL)
NOTARY PUBLIC

My commission expires:

STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me on the 26 day of May, 2000, by Robert Potts, State Director of The Nature Conservancy of Texas, Inc., a Texas non-profit corporation, on behalf of said corporation.

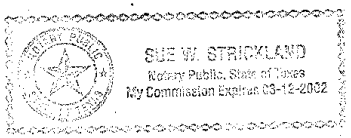
and Vice President

Sue W. Strickland
NOTARY PUBLIC

My commission expires:
3/12/2000










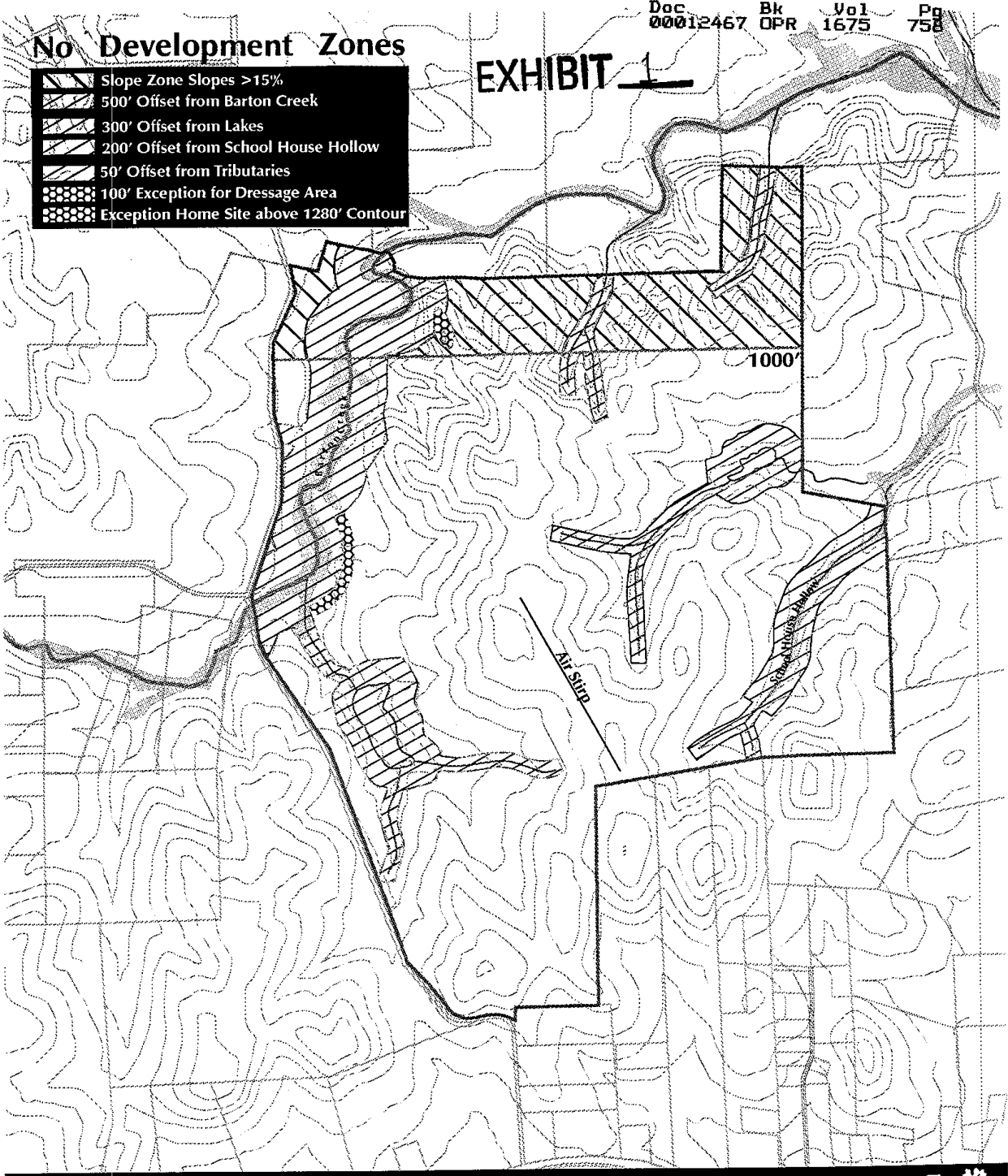
Warranty Deed
Exhibit "C" Reservation of Conservation Easement
TNC/Bleakley
2434964.6:104450.47



No Development Zones

EXHIBIT 1

-  Slope Zone Slopes >15%
-  500' Offset from Barton Creek
-  300' Offset from Lakes
-  200' Offset from School House Hollow
-  50' Offset from Tributaries
-  100' Exception for Dressage Area
-  Exception Home Site above 1280' Contour



FAR HILLS PROPERTY MAP



May 2000



Prepared by Bosse & Compton Associates



Return
Southwestern Title Company
P.O. Box 1110
Dripping Springs, Texas 78620

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: May 31, 2000 at 03:12P

Document Number: 00012467

Amount 59.00

By
Terry Kleen
Lee Carlisle, County Clerk
Hays County