

Cibolo Vista Tracts 1 & 2 Conservation Easement

Date: _____, 2019

Grantor: The Edwards Aquifer Conservancy (the “EAC”), a non-profit corporation which supports the Edwards Aquifer Authority (the “EAA”), a conservation and reclamation district of the State of Texas, 900 E. Quincy Street, San Antonio, Bexar County, Texas 78215

Grantee: The City of San Antonio (the “City”), a Texas municipal corporation, P.O. Box 839966, San Antonio, Texas 78283-3966

Authorizing Ordinance:

Easement Area: 151.61 acres known as Cibolo Vista Tracts 1 & 2, as more particularly described in **Exhibit A-1** and Exhibit A-2, which is owned by the EAC.

Consideration: \$10.00 and other good and valuable consideration.

Conveyance: The EAC grants and conveys, to the City, a conservation easement (“Easement”) in perpetuity over, across, and within the Easement Area. This Easement is created under and is governed by Chapter 183 of the Texas Natural Resources Code, as amended, or its recodification. The EAA is a third-party beneficiary of this Easement, and as such has those rights and duties specifically set forth herein. The terms of this conservation easement are as follows:

1. The Purposes of this Easement. Easement Area is in a substantially undisturbed natural condition and the City and the EAC desire to protect the integrity of the Easement Area from waste or residential, industrial, or commercial development (as more specifically defined in Paragraph D below), except that the Easement shall allow for performance of land management practices that serve to reduce runoff, increase infiltration of surface water, reduce erosion, improve soil conditions, and performance of research pertaining to water quality and water quantity enhancement of the Edwards Aquifer (“Aquifer”) and other research or educational activities as otherwise permitted by this Easement, in order to minimize the chance of materially impairing the quantity or quality of aquifer recharge. The general purposes of this Easement shall include the following:
 - A. To protect and enhance the natural condition of the Easement Area and that portion of the Aquifer underlying it;
 - B. To protect and enhance the Easement Area’s natural resources, recharge water quality, and ecological integrity;
 - C. To provide a field observation and research station designed to improve understanding of the natural system, and quantitatively assess land management practices and analog experiments aimed at enhancing water quality and quantity,

protecting the Aquifer, and providing for educational and monitoring activities of the EAA (as more specifically defined in Section 2 below);

D. To restrict the development and use of the Easement Area consistent with the following:

- (i) to limit activities that result in soil erosion or the pollution of surface water or groundwater;
- (ii) to prohibit the subdivision of the Easement Area;
- (iii) to prohibit the conduct of any residential, commercial, commercial agricultural, or industrial use or activity;
- (iv) to prohibit the construction of any buildings or improvements except as expressly allowed in Section 2, or otherwise in furtherance of the purposes of this Easement;
- (v) to limit activity on the Easement Area that would draw substantial numbers of people at any one time or that might, in the opinion of the EAA, as a reasonably expected incident of drawing any such crowds, materially impair the quantity or quality of aquifer recharge or otherwise impair or defeat the purposes of this Easement.
- (vi) to prohibit future surface uses related to the extraction of minerals or hydrocarbons or other materials on or below the surface, or the storage thereof;
- (vii) to prohibit granting of new easements including, but not limited to, utility, road and/or pipeline easements, except for private road and utility easements reasonably necessary to service and to permit access to the Easement Area;
- (viii) to prohibit any activity that diminishes the aquifer recharge capabilities of the Easement area;
- (ix) to prohibit the generation, storage, collection, transportation, disposal, dumping, or release of hazardous waste or materials, whether they be in liquid, solid, semi-solid, or semi-liquid state, and to prohibit the disposal or dumping of non-hazardous waste or materials;
- (x) to prohibit the storage, use, or application of chemical or synthetic herbicides, pesticides, fertilizers, or any other similar chemicals or agents, in a manner that could negatively impact the quality of the receiving surface water in the Easement Area; and

- (xi) to prohibit the use of motor vehicles by persons other than the officers or employees of the City, the EAC or the EAA, or their agents or other authorized representatives.

E. To take such additional steps and do such other things which are reasonably consistent with the purposes of this Easement, as City may determine from time to time, in order to further the protection of the Aquifer and enhance the permitted uses of the Easement Area.

2. Rights, Duties, Covenants and Restrictions of the City, the EAC and the EAA:

A. Ingress and Egress. The City and its officers, agents, invitees, employees and contractors will have a right of ingress, egress and access to the Easement Area as needed to exercise the rights and carry out the purposes set forth hereunder. In so doing, the City must not interfere unreasonably with EAC or EAA permitted uses of the property. The City shall notify the EAC at least 24 hours in advance of accessing the Easement Area and shall use its reasonable efforts to ensure that its entry corresponds with a time that is both timely and convenient for the EAC and EAA.

B. Maximum Increased Impervious Cover: 132,083 square feet, which is intended to approximate two percent of the Easement Area's total acreage, but the square footage controls. Impervious Cover means any artificial condition that substantially impedes absorption of water by the soil, including roofs, foundations, improved concrete or tar-based asphalt roads, parking lots, and walkways, and anything else covering or placed above the natural surface of the Property. Mobile offices and recreational vehicles that are used on the Property on a temporary basis (less than 30 days) shall be considered as Temporary Impervious Cover. Mobile offices and recreational vehicles used as fixed-permanent structures count as Impervious Cover. Impervious Cover does not include alternative material(s) approved by the City for construction of roads, paths, or parking lots.

C. Monitoring Equipment. The EAA may install, operate, and maintain various types of monitoring equipment and other scientific monitoring equipment designed to measure various properties of the atmosphere, land surface, subsurface, groundwater, and surface water. The EAA may install, operate, and maintain fences and other devices at locations mutually agreeable to the parties to provide security for the monitoring equipment.

D. Monitoring Wells. The EAA may drill, operate, and maintain functionally selected monitoring wells to further the understanding of the natural system. The EAA may also desire to retain any existing water wells on the Easement Area, that provide additional groundwater monitoring points for Aquifer related research. The EAA may install, operate, and maintain fences and other devices

or related infrastructure at locations mutually agreeable to the parties to provide security for the monitoring wells.

- E. Research and Educational Activities: The EAA may conduct research activities with or without participation from appropriate research entities related to watershed management, land management practices that slow runoff, increase infiltration of surface water, and sequester carbon, or otherwise provide water quality protection, analog methods to understand fate and transport of onsite wastewater treatment facilities or other similar purposes consistent with the purposes of this Easement. The EAA may remove vegetation or add non-invasive vegetation as reasonable in relation to research activities. The EAA may also use the Easement Area for educational purposes, including field trips related to natural science education.
- F. Physical Modification. The EAA may construct, operate, and maintain storage buildings, rainwater collection and associated irrigation systems, and facilities related to research activities. The EAA may construct, maintain, and restore pervious or unimproved roadways and walking trails anywhere on the Easement Area as reasonable.
- G. Water Retention Structures: The EAA may construct, operate, and maintain water retention structures within the Easement Area as a means to accomplish enhanced water retention at the land surface, enhancement of soil organic matter content, and introduction of added non-invasive vegetation associated with water retention structures and elsewhere. Structures can include but are not limited to berms, swales, terraces, mulch berms, brush berms, and check dams.
- H. Notice of Noncompliance; Cure Period; Right of Enforcement: If the City determines that the EAC is not complying with this Easement, the City will provide written notice to the EAC. The notice will identify the noncompliance and request action by the EAC to stop or correct the noncompliance within a reasonable period of time specified in the notice. If the Easement Area has been damaged, the notice will require the EAC to restore the Easement Area to the fullest extent practicable. If the EAC does not cease a noncompliance or complete corrective action as requested in the notice within a reasonable period of time, the City shall have the right to enjoin the noncompliance and to enforce the restoration of any portions or features of the Easement Area that may be damaged by such noncompliance.
- I. The EAC, and the EAA, retain the right to use the Easement Area in all ways described herein, subject to the restrictions imposed by the purposes of this Easement and the City's rights as described above. The EAC agrees to provide the City with plans to implement any of the retained uses at least 90 days prior to construction. The City may use the Procedures in Section 2.H if it determines any of the planned use would violate the provision or purposes of this Easement.

The retained uses include the following which are subject to the Maximum Increased Impervious Cover limitations as stated in Section 2.B.:

- (i) The right to construct, operate, and maintain storage buildings and facilities related to the maintenance of the Easement Area;
 - (ii) The right to construct, operate, and maintain trails.
- J. This Easement shall constitute a covenant and restriction running with the title to the Easement Area, binding on the EAC and EAC's successors and assigns to the benefit of the City and the City's successors and assigns. In the event that the EAC desires or intends to transfer ownership of the Easement Area, or any portion of it, 90 days prior written notice of such transfer shall be given to the City.
- K. Within 24 months of the execution of this Easement, the City and the EAC shall establish an easement documentation report ("Report"), which accurately reflects the goals of this Easement and the current condition of the Easement Area at the time the Easement is executed. The Report will be incorporated by reference into the terms of this Easement.

Upon completion by the EAA of any activity authorized to it hereunder, the EAA agrees to restore the Easement Area to its condition preceding the activity, insofar as practicable. This includes the restoration of fences, and the abandonment and plugging of wells in accordance with applicable laws and regulations. The EAA will be responsible for maintenance of any area fenced by it.

3. Miscellaneous Provisions:

- A. Termination: This Easement may be terminated only upon the mutual written consent of the City and the EAC in an instrument recorded in the Official Records of Bexar County, Texas.
- B. Amendment: This Easement may be amended only with the written consent of both City and the EAC. Any amendment must be consistent with the Purposes of this Easement and must comply with applicable law, including Chapter 183 of the Texas Natural Resources Code, as amended from time to time.
- C. Governing Law; Construction: Texas law will govern this Easement. This Easement is granted and accepted pursuant to Texas Natural Resource Code, Chapter 183, amended.
- D. Severability: If any portion of this Easement is determined to be invalid, the remaining provisions will remain in full force and effect if they can be given effect without the invalid portion.

- E. Entire Agreement: This Easement sets forth the entire agreement of the parties and there are no other persons or entities with third party rights of enforcement. This Easement is intended to supersede all prior discussions or understandings between the City and the EAC with regard to the substance hereof.
- F. Notices: Notices under this Easement must be given by certified mail, return receipt requested, or by personal delivery. Each party will notify the other of any change in its address.
- G. Effective Date: The effective date of this Easement will be the date this Easement is recorded in the Official Public Records of Bexar County, Texas.

In Witness Whereof, the parties have caused their representatives to set their hands. By the signature of its representative below, Grantee manifests its acceptance of this Easement.

Grantor:

Edwards Aquifer Conservancy, a non-profit organization supporting Edwards Aquifer Authority, a conservation and reclamation district of the State of Texas

Signature: _____

Printed

Name: _____

Title: _____

Date: _____

Approved As To Form:

General Counsel

Grantee:

City of San Antonio, a Texas municipal corporation

Signature: _____

Printed

Name: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

JOINED BY THE EDWARDS AQUIFER AUTHORITY, AS A THIRD PARTY BENEFICIARY AS ITS INTERESTS ARE SET FORTH HEREIN:

BY: _____
ROLAND RUIZ, GENERAL MANAGER

STATE OF TEXAS §

COUNTY OF BEXAR §

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

Date: _____

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BEXAR §

This Easement was acknowledged before me this date by _____,
_____ of the Edwards Aquifer Conservancy, in the capacity therein stated
and on behalf of such entity.

Date: _____

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BEXAR §

This Easement was acknowledged before me this date by _____,
_____ of the Edwards Aquifer Authority, in the capacity therein stated and
on behalf of such entity.

Date: _____

Notary Public, State of Texas

EXHIBIT A-1



METES AND BOUNDS DESCRIPTION OF

51.76 acres of land, being the 51.788 acres described in Document # 20060122813, out of the E. Martin Survey 89, Abstract 524, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at a found nail in asphalt, the northeast corner of this tract, the northwest corner of a 3.2153 acre tract described in Document # 20180180673 of the Official Public Records, on the south line of the remaining portion of a 785.4 acre tract described in Volume 8878 on Page 1882 of the Official Public Records;

THENCE the following five courses with the west line of the 3.2153 acre tract, the east line of this tract, and generally following a wire fence:

1. S 33°06'25" W 313.77 feet (record: S31°11'25"W 313.78 feet) to a found #3 rebar;
2. S34°04'06"W 311.93 feet (record: S32°04'37"W 309.82 feet) to a found #4 rebar;
3. S02°11'29"W 193.27 feet (record: S00°54'22"W 194.83 feet) to a found #4 rebar;
4. S 36°09'48" W 188.61 feet (record: S34°17'42"W 188.88 feet) to a found #4 rebar;
5. S 10°53'04" W 205.60 feet (record: S09°01'37"W 205.24 feet) to a 4-inch steel fence corner post, the southeast corner of this tract and the northeast corner of a 30.009 acre tract described in Document # 20170248526 of the Official Public Records;

THENCE N 50°46'59" W 2394.02 feet (record: N52°38'30"W 2394.84 feet) departing from the 3.2153 acre tract, and with the north line of the 30.009 acre tract, generally following a wire fence, to a found #4 rebar, the north corner of the 30.009 acre tract, and the southwest corner of this tract, on the east line of a 264.28 acre tract described in Document # 20130257707;

THENCE N 03°53'09" W 1048.52 feet (record: N05°50'43"W 1051.29 feet) with the east line of the 264.28 acre tract, passing the northeast corner of the 264.28 acre tract, the southeast corner of the remaining portion of a 1394.189 acre tract described in Volume 5792 on Page 1701 of the Official Public Records, and continuing on the same course to a steel pipe fence corner post, the north corner of this tract, the northeast corner of the remaining portion of a 1394.189 acre tract, and on the south line of the remaining portion of a 785.4 acre tract;

THENCE S 49°20'32" E 1273.01 feet (record: S51°07'57"E 1276.81 feet) with the south line of the remaining portion of a 785.4 acre tract, generally following a wire fence, to a found #4 rebar at the base of a 30-inch Live Oak, a defection point on the north line of this tract;

THENCE S 65°40'15" E 1606.40 feet (record: S67°33'47"E 1606.88 feet) with the south line of the remaining portion of a 785.4 acre tract, generally following a wire fence to the POINT OF BEGINNING, containing 51.76 acres of land.

Record courses refer to Volume 20060122813 of the Official Public Records unless otherwise noted;
Bearings and Distances are based on Grid North according to the Texas Coordinate System, South Central Zone, NAD 1983.
A survey plat accompanies this description.

STATE OF TEXAS
COUNTY OF MEDINA
I HEREBY CERTIFY THAT THIS METES AND BOUNDS DESCRIPTION WAS PREPARED FROM AN
ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION MARCH 22, 2019 - APRIL 12, 2019.

PAUL T. CAREY, RPLS 4454
Released: April 16, 2019
Job Number: 12030

EXHIBIT A-2



METES AND BOUNDS DESCRIPTION OF

99.85 acres of land, being the 99.900 acres described in Document #20060260267 of the Official Public Records of Bexar County, being approximately 60 acres out of the E. Martin Survey 89, Abstract 524, 11 acres out of the James Hamilton Survey 90, Abstract 344 and 29 acres out of the Ciriaco Contis Survey 500, Abstract 158 (Bexar County) Bexar County and Comal County, Texas, and being more particularly described as follows:

BEGINNING at a found #4 rebar, an easterly corner of this tract, the northwest corner of Lot 28, Hidden Oaks Estates, Unit 1, recorded in Volume 9528 on Page 178 of the Plat Records, the northeast corner of Lot 71, Century Oaks Estates, Unit 1, recorded in Volume 9543 on Page 109 of the Plat Records, and the south corner of the remaining portion of 13.334 acre tract described in Volume 14459 on Page 1037 of the Official Public Record on the top of a cliff formed by the south bank of the Cibolo Creek;

THENCE S 79°00'47" W 895.83 feet (record: S77°25'00"W 896.03 feet), along the top of the cliff, at 649 feet, passing a found #4 rebar, the northwest corner of Lot 71, the northeast corner of Lot 70, Century Oaks Estates, and continuing on the same course to a found #3 rebar, a deflection point on this tract;

THENCE S 87°44'09" W 366.40 feet (record: S86°09'48"W 366.56 feet) with the north line of Lot 70, to a found #4 rebar in a wire fence, a re-entrant corner of this tract;

THENCE S 13°49'43" W 147.47 feet (record: S12°05'09"W 147.71 feet) with the west line of Lot 70, and generally following a wire fence, to a found #4 rebar, an interior corner of this tract;

THENCE S 22°49'04" E 947.93 feet (record: S24°24'32"E 940.22 feet) passing Lots 69 through 67, Century Oaks Estates, and generally following a wire fence, to a found #4 rebar, the southwest corner of Lot 66 and a deflection point on the east line of this tract;

THENCE S 08°44'54" E 99.88 feet (record: S10°16'45"E 99.29 feet) to a found #4 rebar, the southwest corner of Lot 65, Century Oaks Estates, and the southeast corner of this tract, on the north line of 75-foot Electric and Gas Distribution Easement, Century Oaks Estates, Unit 1;

THENCE N 65°47'58" W 1696.16 feet (record: N67°24'26"W 1696.16 feet) with the north line of the 75-foot Electric and Gas Distribution Easement and generally following a wire fence, to a found #4 rebar, the western terminus of the 75-foot Electric and Gas Distribution Easement, the northeast corner of a 19.520 acre tract described in Document #20080182179 of the Official Public Records, and deflection point on the south line of this tract;

THENCE N 65°42'11" W 780.34 feet (record: N67°17'12"W 760.00 feet) with the north line of the 19.520 acre tract, at 749 feet, passing a found #4 rebar, the north corner of the 19.520 acre tract and the northeast corner of a 3.2153 acre tract described in Document #20180180673, and continuing on the same course to a set #4 rebar, the west corner of this tract the southeast corner of the remaining portion of a 785.4 acre tract described in Volume 8878 on Page 1882 of the Official Public Records, on the north line of the 3.2153 acre tract;

THENCE N 24°25'12" E 249.93 feet (record: N22°42'48"E 250.00 feet) with the east line of the 785.4 acre tract to a found #4 rebar, a deflection point on the west line of this tract;

THENCE N 08°50'56" E 1576.84 feet (record: N07°12'48"E 1577.45 feet), generally following a wire fence, to an 8-inch cedar corner fence post, a re-entrant corner of the 785.4 acre tract, and the northwest corner of this tract;

THENCE N 79°46'59" E 1149.69 feet (record: N78°14'31"E 1150.73 feet) with the south line of the 785.4 acre tract, and generally following a wire fence, at 624 feet, passing a 16 foot gate, and continuing on the same course to the north face of a bedrock knoll in the center of the Cibolo Creek, a southeast corner of the

EXHIBIT A-2 (CON'T)

785.4 acre tract, northeast corner of this tract on the west line of a 1244.5 acre tract described in Document 201106039520 of the Official Public Records of Comal County and Document 20110202395 of the Official Public Records of Bexar County;

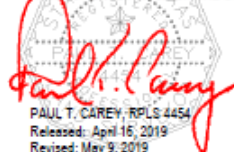
THENCE S 10°09'26" E 1411.97 feet (record: S11°45'29"E 1411.97 feet) with the west line of the 1244.5 acre tract and down the center of the Cibolo Creek to a point in the center of the channel, the ostensible southline of the Joseph Thompson Survey 758, Abstract 614 and north line of the James Hamilton Survey 90, Abstract 344, and a reentrant corner of this tract, and approximately 180 feet north of the intruding upper southwest corner of the 1244.5 acre tract;

THENCE N 87°37'34" E 1394.63 feet (record: N86°01'31"E 1394.63 feet) with the north line of Survey 90, to a set #4 rebar, an upper east corner to this tract, the north corner to the remaining portion of a 13.334 acre tract, from which the intruding south line of the 1244.5 acre tract bears S 05°35'27" E 90.74 feet;

THENCE S 05°35'27" E 374.82 feet (record: S07°11'30"E 374.82' feet) with the west line of the remaining portion of a 13.334 acre tract, crossing Cibolo Creek, and ascending a high cliff, to the POINT OF BEGINNING, containing 99.85 acres of land.

Record courses refer to Volume 20080280287 of the Official Public Records unless otherwise noted;
Bearings and Distances are based on Grid North according to the Texas Coordinate System, South Central Zone, NAD 1983.
A survey plat accompanies this description.

STATE OF TEXAS
COUNTY OF MEDINA
I HEREBY CERTIFY THAT THIS METES AND BOUNDS DESCRIPTION WAS PREPARED FROM AN
ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION MARCH 22, 2019 - APRIL 12, 2019.


PAUL T. CAREY - RPLS 4454
Released: April 15, 2019
Revised: May 9, 2019
Job Number: 12030