

Bob Heyen Realty

235 19th St. P.O. Box 156
Hondo, TX 78861
Tel: (830) 426-4333
Fax: (830) 741-2080

Internet Address
www.bobheyenrealty.com
E-mail Address
bobheyenrealty@sbcglobal.net

Rock N' Thorn Ranch

- ACREAGE: 203.90 acres, more or less. Last surveyed on April 10, 2017.
- LOCATION: Property is located approximately 25 miles NE of Uvalde at the intersection of State Hwy. 187N and FM 1796 being 12 miles S of Utopia and 10 miles N of Sabinal and accessed via a 1 mile (4.72 acre) non-exclusive easement (Sabinal-Woodward Ranch Road). All in Uvalde County, Texas.
- LEGAL: 203.90 Acres, more or less, consisting of:
Tract 1 – 95.8 acres out of A#0878, A.G. Dillard S#94; 72.1 acres out of A#0595, T.T. RR Co. S#289; 22.4 acres out of A#0089, Beaty, Seale & Forwood S#93; 13.7 acres out of A#0661, Georgetown RR Co. S#327; and
Tract 2 – Non-Exclusive easement and right-of-way over and across that certain road described as the “Sabinal-Woodward Ranch Road” being a 4.72 acre tract of land consisting of 4.18 acres out of A#878, A.G. Dillard S#94 and 0.54 acres out of A#595, T.T. RR Co. S#289, all in Uvalde County, Texas.
- PRICE: \$1,200,000.00.
- TERMS: Cash to Seller and/or third-party financing.
- SCHOOL: Sabinal ISD.
- TAXES: Property is currently under Agricultural Use Exemption. 2021 taxes were approximately \$732.87 (with exemptions – UCAD).
- MINERALS: The City of San Antonio acquired 50% of owner's mineral executive rights with the Conservation easement. The remaining 50% executive rights and any and all remaining mineral interest to be conveyed. To be more accurately determined at time of new title commitment.
- UTILITIES: Electricity is on the property servicing the cabin and well, Medina Electric Cooperative is the electric provider.
- WATER: There is one Edwards domestic electrified water well that is approximately 420' in depth with 4.5" casing, $\frac{3}{4}$ HP submersible pump that produces approximately 15 G.P.M. and pressure tank. The static level is set at 300'. Well was drilled in 1999 and supplies water to the cabin. There is also a 1,000-gallon polyethylene water storage that gravity flows to the trough.
- TERRAIN/GRASSES: The terrain is level to gently rolling with elevations ranging from 1,150' to 1,200'.
VEGETATION: There is deep soils with some shallow to gravelly clay loam and silty clay loams.

Grasses on the ranch consist of Bluestem, Side-Oats Grama, Winter grass, and Buffalo grass. Timber consists of large Live Oak, Cedar, Mesquite, Persimmon, Mountain Laurel, Pecan and Hackberry as well as Whitebrush, Guajillo and Catclaw throughout. There are two food plots in place consisting of approximately 1.18 acres total.

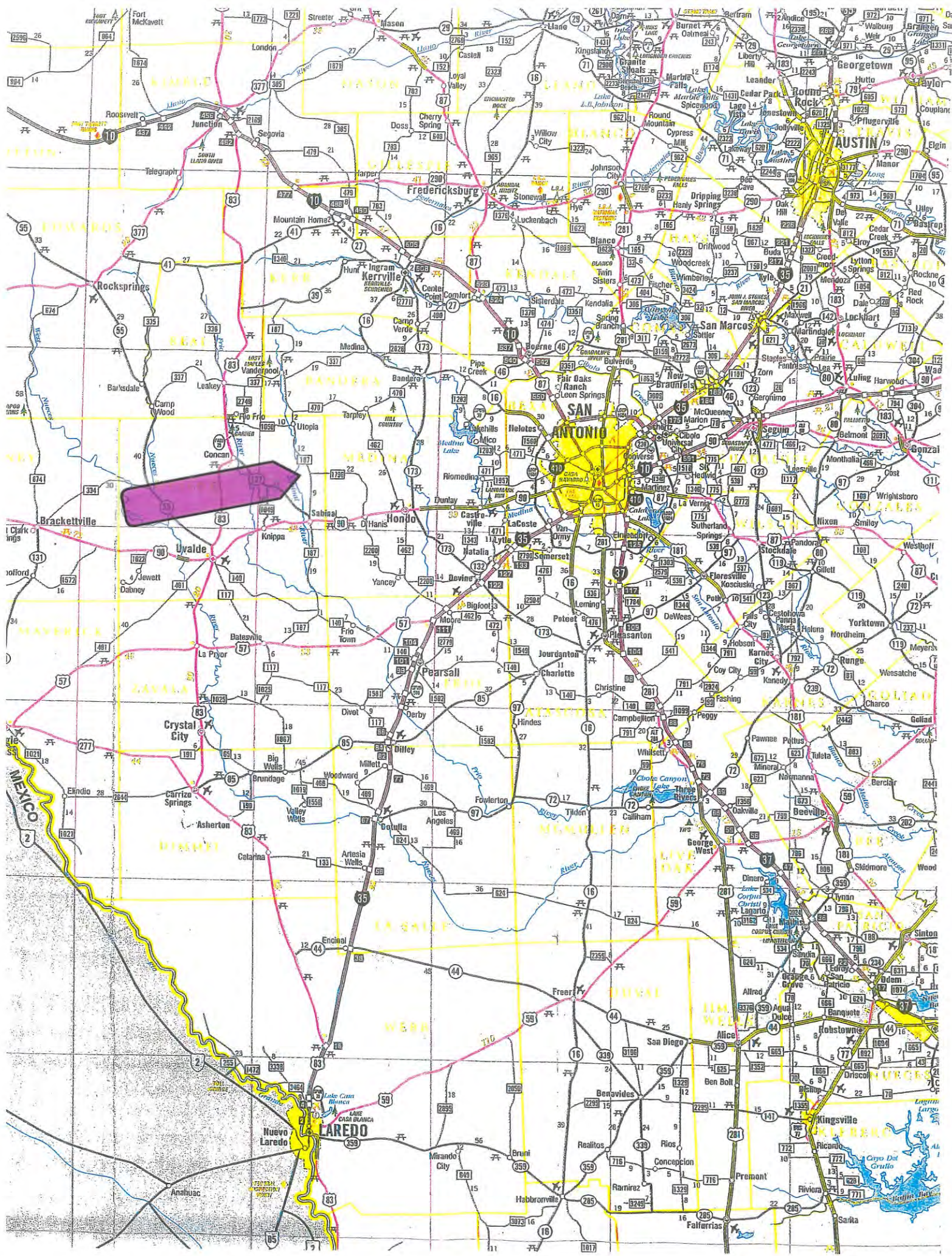
WILDLIFE: Wildlife consists of whitetail deer, free-roaming Axis, turkey, feral hogs and white-wing dove.

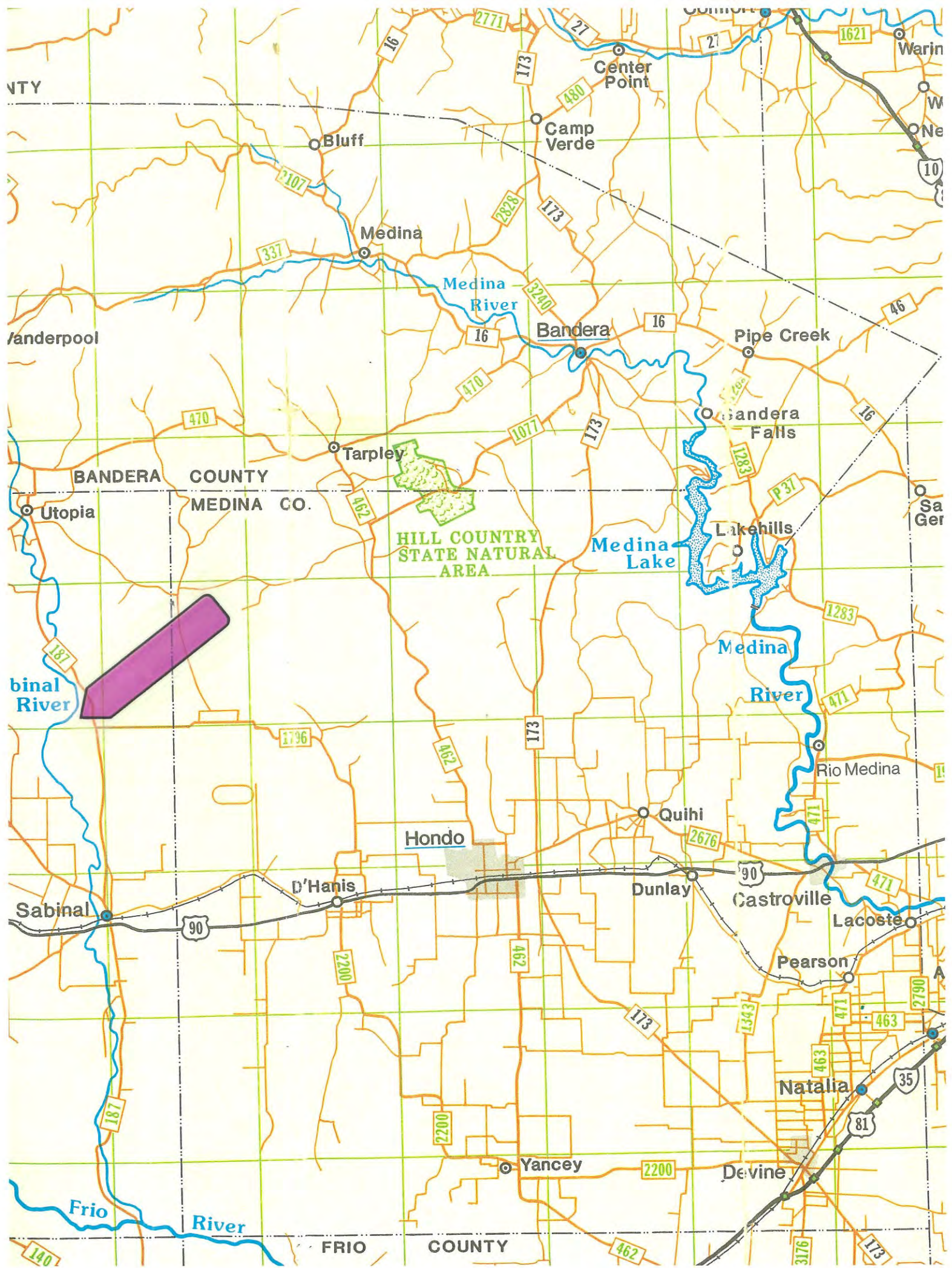
IMPROVEMENTS: There is a 832 sq. ft. (UCAD) wood frame hunting cabin with a metal roof on concrete piers that has water, a 750-gallon permitted concrete septic, two window units (one with heat pump and both 220-amp) and electricity. Other outbuildings include a small wildlife processing shed; a metal canopy shed for vehicles. All blinds and feeders will remain with the ranch. The perimeter is fenced with 5-strand barbed wire and there are two sides that neighbors high fenced being the east and west fence lines.

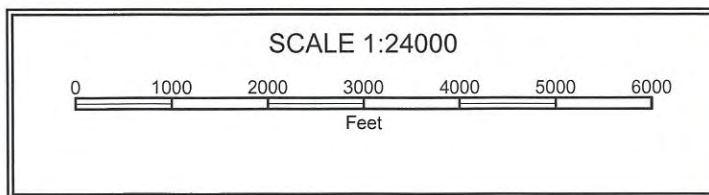
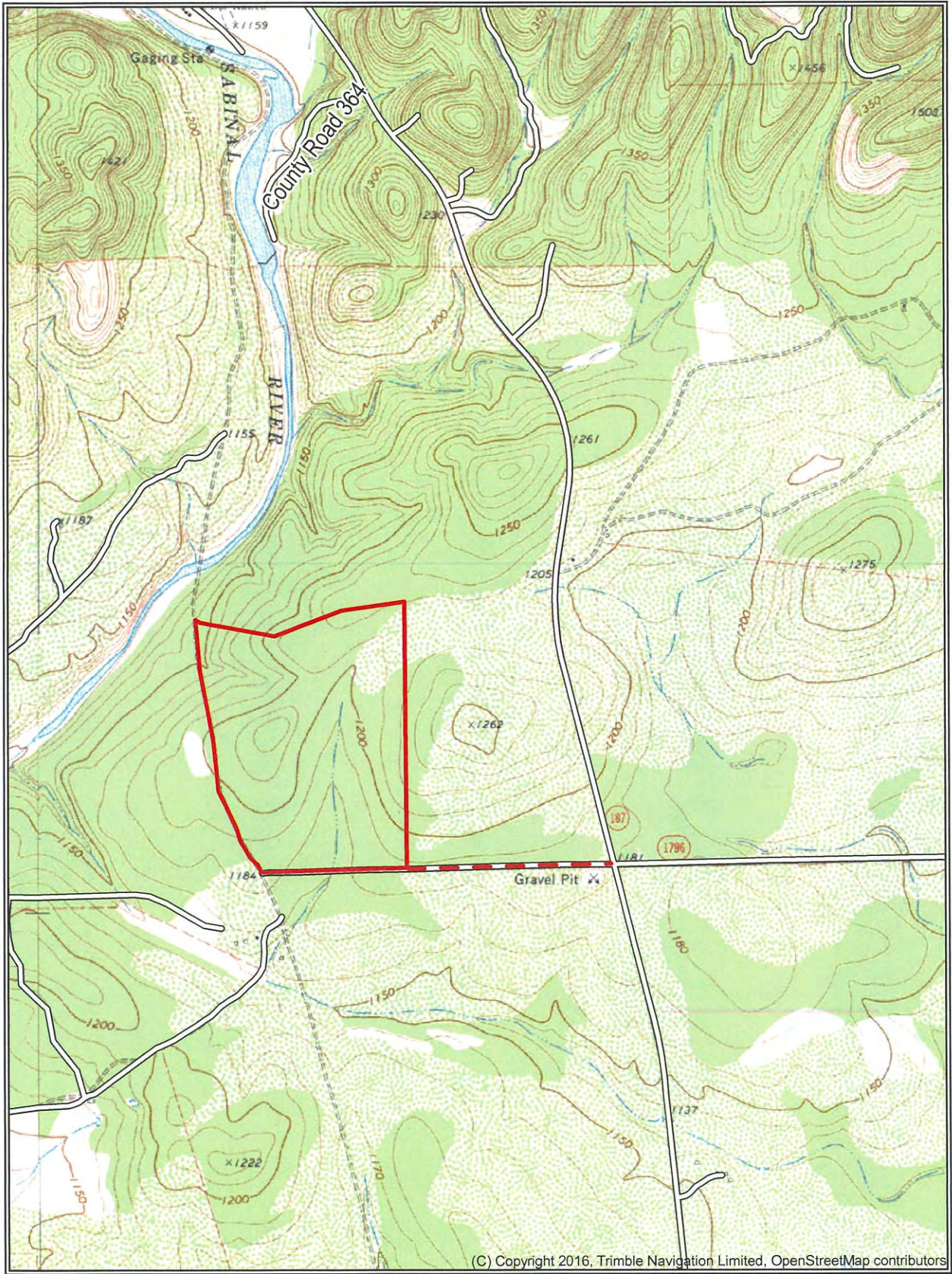
REMARKS: This is a beautiful Hill County ranch offering good hunting or recreation with good accessibility and seclusion. Property is conveniently located at the intersection of State Hwy. 187N and FM 1796 and is situated in close proximity to Uvalde, Utopia, Sabinal, Hondo and only an hour and a half from San Antonio!

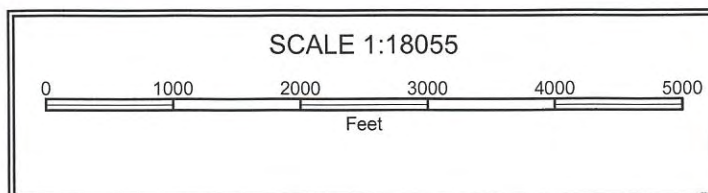
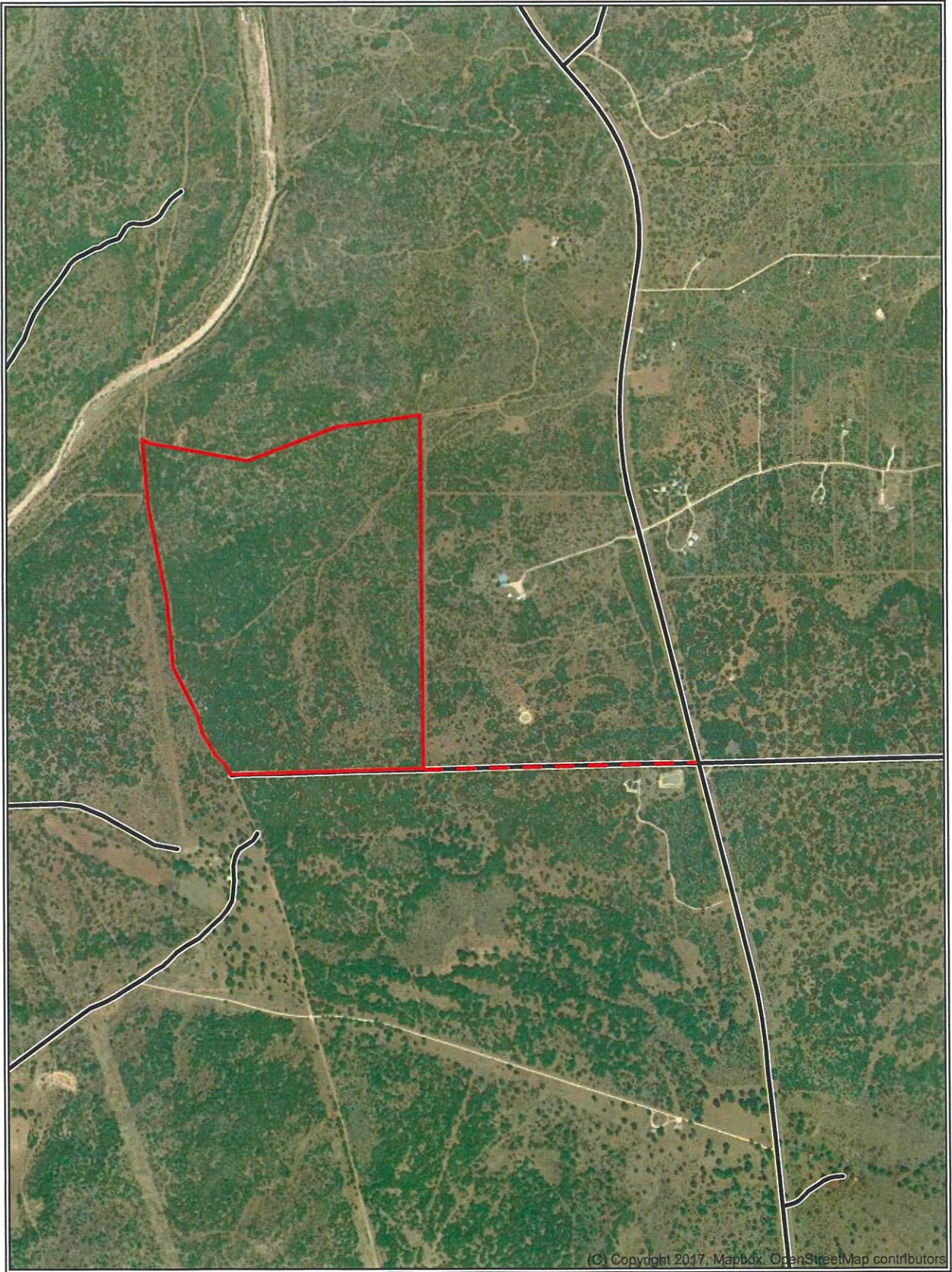
DISCLOSURES:

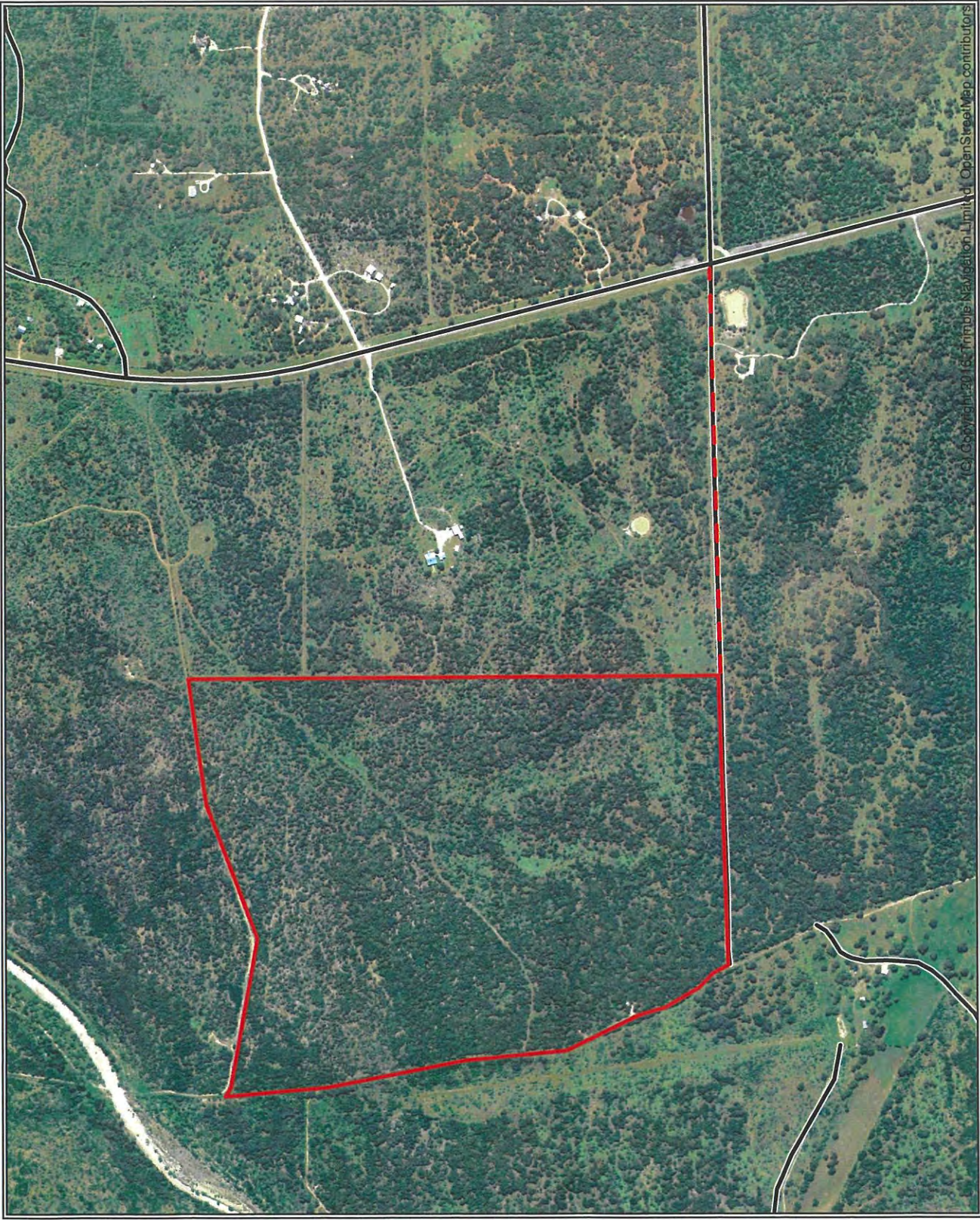
- Approximately 1.55 acres of the NW corner of the ranch appears to lie within the F.E.M.A. 100-year Flood Zone.
- In 2017, the City of San Antonio Edwards Aquifer Protection Program purchased and placed a perpetual Conservation Easement on this property. Buyer and their heirs are bound by the restrictions. The property sits over the Edwards Aquifer Recharge Zone and the easement was created to protect Texas water resources for future generations as well as protect the natural condition of the ranch. A copy of this Conservation Easement is available as part of the brochure.
- This property is situated in the voluntary South Central CWD (Chronic Wasting Disease) zone of Uvalde County.











SCALE 1:12000





LEGEND

BOUNDARY LINE

ASPHALT ROAD

FOUND MONUMENT AS NOTED

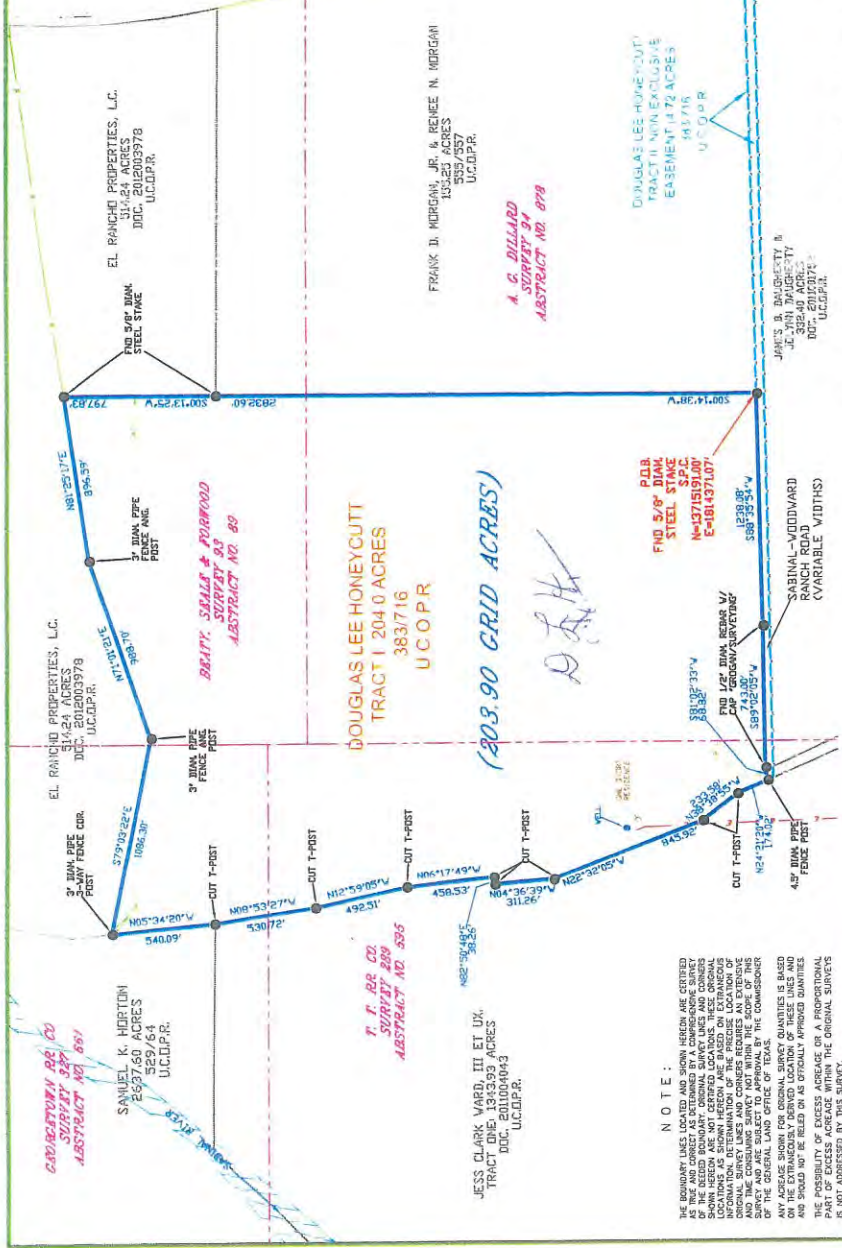
ADJACENT

3" DIAM. PIPE

3" DIAM. PIPE

OSTENSIBLE SURVEY LINES

ELECTRIC UTILITY



SCALE:
1" = 600'

CERTIFICATE

D. G. Smyth & Company, Inc. a Texas Corporation and the president of which is Mark E. Loggins, a Registered Professional Land Surveyor #8418 Does hereby certify to:

The Principal Parties of This Transaction.



STATE OF TEXAS:
COUNTY OF UVALDE:

I, MARK E. LOGGINS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND AND THE WORKING MADE IN THE FIELD AND THE SAME IS TRUE AND CORRECT ACCORDING TO SAID SURVEY. THE PLAT AS PREPARED HAS BEEN CHECKED BY ME AND I HAVE NO REASON TO BELIEVE IT IS FALSE OR MISLEADING. I HAVE ALSO IMPRESSED SEAL IF THIS PLAT DOES NOT HAVE THESE NO CONDITIONS FULFILLED, IT IS VOID AND I ASSUME NO RESPONSIBILITY FOR COPIES OF THE PLAT OTHER THAN THE COPIES BEARING MY ORIGINAL SEAL AND SIGNATURE.

COMPLETED: APRIL 9, 2017

Mark E. Loggins
REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRATION NO. 6426
DALLAS, TEXAS 75201
TEAS BOARD OF PROFESSIONAL LAND SURVEYING
REG. NO. 8418
EXP. DATE 06/30/2018

PROJECT NO. 17-0072
DRAWING NO. 17-0072
DATE: APRIL 10, 2017

PLAT SHOWING:

Being a Boundary Retracement and Improvement Survey of 203.90 grid acres of land, more or less, lying in Uvalde County, Texas, being out of and parts of A. G. Dillard Survey 94, Abstract No. 878, Beaty, Seale & Forwood Survey 93, Abstract No. 89, T. T. RR. Co. Survey 289, Abstract No. 595, and Georgetown RR. Co. Survey 327, Abstract No. 661, and also being that same certain tract called Tract I (204.0 acres) as described in conveyance document to Douglas Lee Honeycutt, recorded in Volume 383, Page 716 of the Uvalde County Official Public Records, Uvalde County, Texas.



PREPARED FOR:
DOUGLAS LEE HONEYCUTT (OWNER)
A GREEN SPACES ALLIANCE

PURPOSE OF SURVEY:
BOUNDARY

SEE CORRESPONDING FIELD NOTES FOR DETAILED DESCRIPTION
APPROVED BY: D. G. SMYTH & CO., INC. SOLELY FOR THE EXCLUSIVE USE OF THE SURVEYOR AND NOT TO BE USED FOR ANY OTHER PURPOSE
THIS PLAT IS A REPRESENTATION OF THE SURVEY AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE SURVEY
THE SURVEYOR ASSUMES NO LIABILITY FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY ARISING OUT OF THE USE OF THIS PLAT
ALL COPIES MUST BE IDENTICAL TO THE ORIGINAL COPY AND MUST BE SET AT ALL CORNERS UNLESS OTHERWISE NOTED ON SHOWN

WARNING: UNAUTHORIZED ALTERATION OF CERTIFIED MATERIAL IS FURNERY

D. G. Smyth & Co. Inc. FIRM #0000800
1022 GARNER FIELD RD.
SUITE C
UVALDE, TEXAS 78801
PHONE 830-591-0858

NOTES:

THE BOUNDARY LINES AND MONUMENTS ARE CORRECTED TO THE CORNER OF THE PLAT AND CORRECT AS EXTENDED BY A CONSECUTIVE SURVEY OF THE PLAT. THE SURVEYOR HAS NO KNOWLEDGE OF ANY OTHER SURVEY LOCATIONS AS SHOWN HEREON AND BASED ON EXTENSIVE RESEARCH AND TIME CONSUMING SURVEY MONUMENTS AND CORNERS OF THIS PLAT. THE SURVEYOR HAS NO KNOWLEDGE OF ANY OTHER SURVEY LOCATIONS AS SHOWN HEREON AND BASED ON EXTENSIVE RESEARCH AND TIME CONSUMING SURVEY MONUMENTS AND CORNERS OF THIS PLAT. THE SURVEYOR HAS NO KNOWLEDGE OF ANY OTHER SURVEY LOCATIONS AS SHOWN HEREON AND BASED ON EXTENSIVE RESEARCH AND TIME CONSUMING SURVEY MONUMENTS AND CORNERS OF THIS PLAT.

D. G. SMYTH & COMPANY, INC.

"A Statewide Professional Land Surveying Service Company"

1022 Garner Field Road, Suite C

Uvalde, Texas 78801

FIRM # 10008800

Office Tel. (830) 591-0858

smythsurveyors.com

Fax (830) 591-0863

FIELD NOTES FOR A BOUNDARY RETRACEMENT SURVEY OF 203.90 GRID ACRES, MORE OR LESS COMPLETED APRIL 10, 2017

Being a boundary retracement survey of 203.90 grid acres of land, more or less, lying in Uvalde County, Texas, being out of and parts of A. G. Dillard Survey 94, Abstract No. 878, Beaty, Seale & Forwood Survey 93, Abstract No. 89, T. T. RR. Co. Survey 289, Abstract No. 595, and Georgetown RR. Co. Survey 327, Abstract No. 661, and also being that same certain tract called Tract I (204.0 acres) as described in conveyance document to Douglas Lee Honeycutt, recorded in Volume 383, Page 716 of the Uvalde County Official Public Records, Uvalde County, Texas and being more particularly described by metes and bounds as follows: (The courses, distances, areas and any coordinates cited herein or shown on the corresponding survey plat conform to the Texas Coordinate System, North American Datum 1983(86), Texas South Central Zone.) (All corners called for as being set are marked on the ground with ½ inch rebar with plastic identification caps stamped "RPLS/6418" attached unless otherwise noted or shown.)

BEGINNING at a found 5/8" diameter rebar located at S.P.C. N=13715191.00' & E=1814371.07', at a point along the northerly margin of Sabinal-Woodward Ranch Road (variable widths), at a point along the northeasterly line of that same certain tract called Tract II (non-exclusive easement, 4.72 acres) as described in conveyance document to Douglas Lee Honeycutt, recorded in Volume 383, Page 716 of the Uvalde County Official Public Records, marking the southwest corner of that same certain tract called 155.25 acres as described in conveyance document to Frank D. Morgan, Jr. and Renee N. Morgan, recorded in Volume 555, Page 557 of the Uvalde County Official Public Records, and marking the southeast corner of the herein described tract;

DLH

[Signature]

THENCE: Generally with the fenced margin of Sabinal-Woodward Ranch Road, and with the common lines of said 4.72 acres and the herein described tract for the following three (3) calls:

- 1.) **S 88° 35' 54" W**, for a distance of **1238.08** feet to a found ½" diameter rebar with a plastic cap marked "GROGAN/SURVEYING" marking a deflection point of the herein described tract;
- 2.) **S 89° 02' 05" W**, for a distance of **743.00** feet to a found ½" diameter rebar with a plastic cap marked "GROGAN/SURVEYING" marking a deflection of the herein described tract;
- 3.) **S 81° 02' 33" W**, for a distance of **68.82** feet to a 4.5" diameter pipe fence post at a point along a northeasterly line of that same certain tract called Tract One (1343.93 acres) as described in conveyance document to Jess Clark Ward, III et ux., recorded in Document Number 2011004043 of the Uvalde County Official Public Records, marking an exterior corner of said 4.72 acres, and marking the southwest corner of the herein described tract;

THENCE: Generally with the fence, and with the common lines of said 1343.93 acres and the herein described tract for the following eight (8) calls:

- 1.) **N 24° 21' 20" W**, for a distance of **174.02** feet to a found cut t-post in concrete marking a deflection point of said 1343.93 acres, and marking a deflection point of the herein described tract;
- 2.) **N 38° 38' 55" W**, for a distance of **233.58** feet to a found cut t-post in concrete marking a deflection point of said 1343.93 acres, and marking a deflection point of the herein described tract;
- 3.) **N 22° 32' 05" W**, for a distance of **845.92** feet to a found cut t-post in concrete marking a deflection point of said 1343.93 acres, and marking a deflection point of the herein described tract;
- 4.) **N 04° 36' 39" W**, for a distance of **311.26** feet to a found cut t-post in concrete marking a reentrant corner of said 1343.93 acres, and marking an exterior corner of the herein described tract;
- 5.) **N 82° 50' 48" E**, for a distance of **38.26** feet to a found cut t-post in concrete marking an exterior corner of said 1343.93 acres, and marking a reentrant corner of the herein described tract;
- 6.) **N 06° 17' 49" W**, for a distance of **458.53** feet to a found cut t-post in concrete marking a deflection point of said 1343.93 acres, and marking a deflection point of the herein described tract;
- 7.) **N 12° 59' 05" W**, for a distance of **492.51** feet to a found cut t-post in concrete marking a deflection point of said 1343.93 acres, and marking a deflection point of the herein described tract;
- 8.) **N 08° 53' 27" W**, for a distance of **530.72** feet to a found cut t-post in concrete marking the northeast corner of said 1343.93 acres, marking an exterior corner of that same certain

tract called 2637.60 acres as described in conveyance document to Samuel K. Horton, recorded in Volume 529, Page 64 of the Uvalde County Official Public Records, and marking a deflection point of the herein described tract;

THENCE: N 05° 34' 20" W, generally with the fence, and with the common line of said 2637.60 acres and the herein described tract for a distance of **540.09** feet to a 3" diameter pipe 3-way fence corner post marking an exterior corner of that same certain tract called 514.24 acres as described in conveyance document to El Rancho Properties, L.C., recorded in Document Number 2012003978 of the Uvalde County Official Public Records, and marking the northwest corner of the herein described tract;

THENCE: Generally with the fence, and with the common lines of said 514.24 acres and the herein described tract for the following four (4) calls:

- 1.) S 79° 03' 22" E, for a distance of **1086.30** feet to a 3" diameter pipe fence angle post marking a deflection point of said 514.24 acres, and marking a deflection point of the herein described tract;
- 2.) N 71° 01' 21" E, for a distance of **988.70** feet to a 3" diameter pipe fence angle post marking a deflection point of said 514.24 acres, and marking a deflection point of the herein described tract;
- 3.) N 81° 25' 17" E, for a distance of **896.59** feet to a found 5/8" diameter rebar marking a reentrant corner of said 514.24 acres, and marking the northeast corner of the herein described tract;
- 4.) S 00° 13' 25" W, for a distance of **797.83** feet to a found 5/8" diameter rebar marking an exterior corner of said 514.24 acres, marking the northwest corner of said 155.25 acres, and marking a deflection point of the herein described tract;

THENCE: S 00° 14' 38" W, generally with the fence, and with the common lines of said 155.25 acres and the herein described tract for a distance of **2832.60** feet to the **Place of Beginning** and containing **203.90 grid acres** of land, more or less, within the herein described boundary, according to an actual on the ground survey made by D. G. Smyth & Co., Inc. and completed on April 10, 2017.

THE STATE OF TEXAS:
COUNTY OF UVALDE:

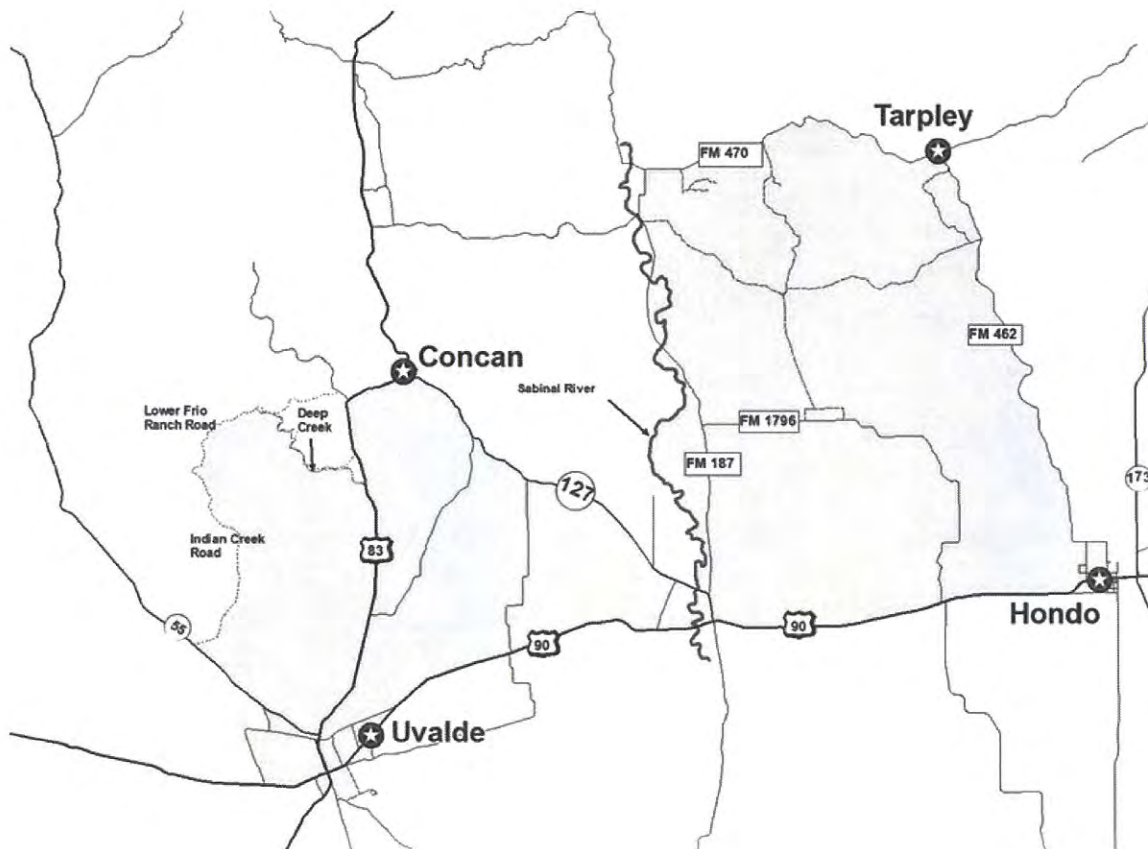
It is hereby certified that the foregoing field note description and Attached plat were prepared from an actual on the ground survey Made by personnel working under my direct supervision and that Same are true and correct according to said survey.

Mark E. Loggins, Registered Professional Land Surveyor/
No. 6418
PROJ. NO. 17-6072



D.G. Smyth
[Signature]

South Central CWD Zone Map





After recording send to:
MISSION TITLE
802 US Hwy 90 West
Castroville, TX 78009
GF # 1701394-22

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before It is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF UVALDE

§

§

Conservation Easement

(Rock N Thorn Ranch)

| Authorizing Ordinance: | |
|---------------------------|--|
| Grantor: | Douglas Lee Honeycutt, vested owner and life tenant, as his sole and separate property; joined herein by his spouse, Neva Jean Honeycutt, remainder beneficiary, as her sole and separate property, and daughters, Sandra Kay Ramsey, remainder beneficiary, as her sole and separate property, joined pro forma only herein by her spouse, Larry William Ramsey; Darla Anne Breeden, remainder beneficiary, as her sole and separate property, joined pro forma only herein by her spouse, Dirk Alan Breeden; and Donna Jean Martin, remainder beneficiary, as her sole and separate property, joined pro forma only herein by her spouse, James E. Martin. |
| Grantor's Address: | 2525 Quebec Drive, Corpus Christi, Texas 78414 ATTN: Douglas Lee Honeycutt |
| Grantee: | City of San Antonio, a Texas municipal corporation |
| Grantee's Address: | P.O. Box 839966, San Antonio, Bexar County, Texas 78283-3966 Attn: Director, Parks and Recreation Department, City of San Antonio |
| Property: | 203.90 acres in Uvalde County, Texas ("Property") as more particularly described on Exhibit A as "Tract One [I]" and a 4.72 acre non-exclusive easement described on Exhibit A as "Tract Two (II)." |

Grant, Rights, and Obligations

Now, Therefore, in consideration of the premises, the mutual covenants and promises contained herein, \$10 in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor grants and conveys to Grantee – in perpetuity a Conservation Easement ("Easement") in gross over the Property as of the Effective Date. This Easement is created under and is governed by Chapter 183 of the Texas Natural Resources Code, as amended, or its recodification.

Predicate Facts:

Grantor Douglas Lee Honeycutt is the vested owner and a life tenant only in the Property, as his sole and separate property; joined herein by the following: his spouse, Grantor Neva Jean Honeycutt, who is a remainder beneficiary in the Property as her sole and separate property, and daughters, Grantor Sandra Kay Ramsey, who is also a remainder beneficiary in the Property, as her sole and separate property, joined pro forma only herein by her spouse, Larry William Ramsey; Grantor Darla Anne Breeden who is also a remainder beneficiary in the Property, as her sole and separate property, joined pro forma only herein by her spouse, Dirk Alan Breeden; and Donna Jean Martin, who is also a remainder beneficiary in the Property, as her sole and separate property, joined pro forma only herein by her spouse, James E. Martin; all of said ownerships being subject to the Reservations From and Exceptions to Warranty. Further all said remainder beneficiaries will succeed to ownership of the entire Property upon the death of the vested owner and life tenant; however, those parties who will succeed to ownership as remainder beneficiaries if a named remainder beneficiary dies or becomes otherwise incapacitated before the vested owner and life tenant dies.

The Property sits over the Edwards Aquifer recharge zone, the contributing zone, or both.

Grantor and Grantee both wish to restrict development on the Property in furtherance of protecting indefinitely the quantity and quality of aquifer recharge.

The characteristics of the Property, its current use and state of improvement, are described in the Report (as defined below).

The Report is a complete and accurate description of the Property as of the date of this Easement, establishing the baseline condition of the Property as of the Effective Date and includes reports, maps, photographs, and other documentation;

In inquiring into the condition of the Property as of the date of this Easement, the Report may be augmented but not contradicted by other evidence.

Grantor and Grantee have the common purpose of protecting the natural condition of the Property to further the Purposes of this Easement in perpetuity.

The rights and obligations arising under this Easement are a bargained-for allocation of property rights between Grantor and Grantee.

Table of Contents

| | |
|--|----|
| 1. Basic Information..... | 3 |
| 2. Exhibits..... | 4 |
| 3. Purpose..... | 4 |
| 4. Definitions..... | 4 |
| 5. Development-Related Provisions..... | 6 |
| 6. Agriculture-Related Provisions..... | 7 |
| 7. Vegetation-Related Provisions..... | 8 |
| 8. Vehicle-Related Provisions..... | 9 |
| 9. Storage, Dumping, and Disposition-Related Provisions..... | 9 |
| 10. Extraction-Related Provisions..... | 10 |
| 11. Water Flow-Related Provisions..... | 12 |
| 12. Requests for Approval..... | 12 |
| 13. No Public Access..... | 12 |
| 14. Ownership Obligations..... | 13 |
| 15. Grantee's Rights..... | 13 |
| 16. Discretionary Consent..... | 15 |
| 17. Alienation by Grantee..... | 15 |
| 18. Alienation by Grantor..... | 15 |
| 19. Amendment..... | 15 |
| 20. Termination, Condemnation..... | 16 |
| 21. Interpretation..... | 16 |
| 22. Severability..... | 16 |
| 23. Successor, Beneficiaries..... | 16 |
| 24. Encumbrance by Grantor..... | 16 |
| 25. Appropriations..... | 16 |
| 26. Notices from Governmental Authorities..... | 16 |
| 27. Easement Runs with the Land; No Merger..... | 17 |
| 28. Effective Date..... | 17 |

1. Basic Information.

**Maximum Number of
Parcels:** One (1)

**Maximum Number of
Building Envelopes:** Two (2)

No-Development Zones: As more particularly described on Exhibit B. Structures identified in the Report need not be removed.

**Maximum Increased
Impervious Cover:** 1.0195 acres or 44409.42 square feet, which is intended to approximate ½ of one percent of the Property's total acreage, but the square footage controls

**Maximum Impervious Cover
per Building Envelope:** 25% of the total square feet in the Building Envelope

**Maximum Number of Water
Wells:** Two (2)

Report: The Easement Documentation Report dated ____, 2017
prepared by Adams Environmental, Inc. relating to the
Property, as shown on Exhibit C.

**Exceptions to and
Reservations from
Warranty:** As shown on Exhibit D.

All exhibits are incorporated into this Easement by reference for all purposes, as if fully set forth.

2. Exhibits.

| | |
|-----------|--|
| Exhibit A | Description of Property |
| Exhibit B | No-Development Zones |
| Exhibit C | Easement Documentation Report |
| Exhibit D | Exceptions to and Reservations from Warranty |

3. Purpose.

This Easement's purpose ("Purpose") is to minimize the chance of materially impairing the quantity or quality of aquifer recharge. In furthering the Purpose, the parties restrict numerous activities on the Property and seek to ensure that the Property remains forever in approximately the same natural state in which it now exists, except as otherwise provided. In addition to the specific limitations and requirements of this instrument, Grantor must at all times use its reasonable best efforts to prevent impairment of quality or quantity of aquifer recharge.

4. Definitions.

4.01. Building Envelope means an area set aside within the Property in which Structures may be built or added. Each Building Envelope is five acres.

4.02. Feeder means a device that dispenses or otherwise provides food to livestock or wildlife that sits on legs above the surface of the ground.

4.03. Development means any increase in Impervious Cover as defined in 4.06, removal of vegetation, or mechanical tillage of the soil. This definition includes cultivation, earthmoving, land forming, land grading, and land planing.

4.04. Hazardous Materials means (i) any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and regulations promulgated thereunder

(including petroleum-based products as described therein); (iii) other petroleum and petroleum-based products; (iv) asbestos in any quantity or form which would subject it to regulation under any Applicable Laws; (v) polychlorinated biphenyls (PCBs); (vi) or any substance, the presence of which on the Property is prohibited by any Applicable Laws; and (vii) any other substance which, by any Applicable Laws, requires special handling in its collection, storage, treatment or disposal. As used herein, the term "Applicable Laws" means all laws, statutes, ordinances, regulations, and judicial rulings now or hereafter adopted by any governmental authority with jurisdiction over the Property.

4.05. Hunting Blind means a structure of 100 square feet or less used for viewing or hunting wildlife. Blinds may but need not be elevated.

4.06. Impervious Cover means any artificial condition that substantially impedes absorption of water by the soil, including roofs, foundations, parking lots, Roads, and anything else covering or placed above the natural surface of the Property. Mobile homes, motor homes, and travel trailers of all types count as Impervious Cover.

4.07. Confined Animal Feeding Operation means agricultural operations in which livestock or wildlife is confined for at least 45 days in any 12-month period in a corral or similar enclosure in which most of the animals' nutrition is provided artificially.

4.08. Maximum Increased Impervious Cover means the maximum amount of the Property to which Impervious Cover may be added after the Effective Date. It does not include Impervious Cover shown in the Report (or replacements thereof).

4.09. No-Development Zone means an area set aside within the Property in which no Building Envelopes, Roads, or other Development may occur.

4.10. Parcel means a distinct, contiguous tract resulting from a division, subdivision, or partition of the Property allowed under this Easement. A parcel includes any tract resulting from a subdivision plat, conveying part of the Property to another, or other arrangement creating characteristics of a subdivision. Creation of undivided interests in the Property does not create a division, subdivision, or partition.

4.11. Road means any route traveled by a motorized vehicle which route has been improved through the use of base or other material that would materially impair the recharge capability of the Property. Unimproved trails or paths that do not materially diminish the recharge capability of the Property or paths made by leveling native or Indigenous soil and rock do not constitute a Road or count as Impervious Cover.

4.12. Structure means anything built on or added to the Property, excluding fences, Hunting Blinds, Feeders, and utility poles.

4.13. Temporary Impervious Cover means any non-permanent Structure typically used to provide protection from the elements (i.e. tents, awnings, etc.).

4.14. Exotic means not naturally occurring in the Edwards Plateau or South Texas Plains eco-region.

4.15. Indigenous means naturally occurring in the Edwards Plateau or South Texas Plains eco-region.

4.16. Fertilizer means any synthetically produced or manufactured fertilizer. Processed organic fertilizers, such as compost, and naturally occurring fertilizers, such as peat or manure, are not considered to be a synthetically produced or manufactured fertilizer and do not fall under this term.

5. Development-Related Provisions.

5.01. Grantor must maintain the Property in substantially the same state shown demonstrated in the Report, except as otherwise provided in this Easement.

5.02. Grantor must not:

5.02.01. Exceed Maximum Increased Impervious Cover or the Maximum Impervious Cover per Building Envelope.

5.02.02. Divide, subdivide or otherwise partition the Property into more Parcels than allowed by the Maximum Number of Parcels.

5.02.03. Except as otherwise expressly allowed by this Easement, build any Structure outside a Building Envelope, build any Structure higher than three stories (except for antenna towers), or allow a mobile home, motor home, or travel trailer to be lived in or stored on the Property outside a Building Envelope.

5.02.04. Install, maintain, repair, or replace more than one septic system for each Structure containing plumbing.

5.02.05. Unless Grantee consents in writing, grant new utility or Road easements. Grantee will generally withhold consent except when the easement is granted under threat of condemnation. Despite this proscription, Grantor may, without Grantee's consent but subject to the Maximum Increased Impervious Cover, grant road and utility easements reasonably necessary to service and to permit access to Parcels and Building Envelopes allowed under this Easement.

5.02.06. Except as otherwise provided in this Easement or as reasonably necessary to conduct activities permitted under this Easement, ditch, drain, fill, dig, or otherwise make permanent, substantial topographical changes. Grantor needs no permission to build stock tanks or other surface water-retention facilities, but stock tanks and other surface water retention facilities not shown in the Report must not exceed two acres each and must not cause the Property to exceed the Maximum Increased Impervious Cover, if the bottom of the facility is impervious. Surface water retention facilities built to facilitate recharge do not count toward the Maximum Increased Impervious Cover.

5.02.07. Drill or allow the existence of more than the Maximum Number of Water Wells on the Property. Water wells drilled by Grantee for monitoring or other Grantee purposes and not used by Grantor do not count against the Maximum Number of Wells.

5.02.08. Conduct any business activity on the Property that would draw large numbers of people to the Property at any one time or that might, as a reasonably expected incident of its conduct, materially impair the quantity or quality of aquifer recharge.. For example, a bed and breakfast or guest ranch with 10 or fewer bedrooms is acceptable.

5.03. For so long as the activities are conducted so as not to materially impair the Purpose, Grantor may:

5.03.01. Reside and entertain family and guests on the Property.

5.03.02. Maintain, restore, and rebuild any Structure in Building Envelopes or shown to be on the Property in the Report.

5.03.03. Continue use and enjoyment of the Property for ranching, agriculture, hunting, fishing, and recreation, consistent with other applicable express provisions of this Easement.

5.03.04. Allow short-term use of Temporary Impervious Cover, such as tents or awnings, outside Building Envelopes and outside No-Development Zones for up to 30 days. Any use lasting longer than 30 days is not short-term, and once removed, the Temporary Impervious Cover cannot be re-erected for at least 90 days after removal. Temporary Impervious Cover must not cause the Property to exceed the Maximum Increased Impervious Cover.

5.03.05. Engage in all acts and uses that: (i) are permitted by law and (ii) are consistent with the Purpose.

5.04. If not identified in this Easement, Grantor may propose Building Envelope locations to Grantee. Grantor's requests for Building Envelope locations are handled according to the Section titled "Requests for Approval." Areas subject to Building Envelopes must be defined with the same degree of specificity required for identifying real property for conveyance. Approved Building Envelopes must be evidenced by a recorded memorandum signed by both Grantor and Grantee. The property description must be attached to the memorandum. All residences shown on the Report must be contained in a Building Envelope. If Grantor wishes to change a Building Envelope, in addition to following the process for designation of any Building Envelope, Grantor must ensure that the former Building Envelope site is restored such that it will offer the same quantity and quality of recharge as similar, previously undeveloped areas.

5.05. With Grantee's permission, Grantor may erect cell towers and other antennas outside No-Development Zones, but all such items are subject to the maximum increase in impervious cover.

6. Agriculture-Related Provisions.

6.01. Grantor must not:

6.01.01. Operate a commercial feedlot, poultry farm, or similarly Confined Animal Feeding Operation. This provision shall not be construed to restrict the holding and feeding of Grantor's livestock or wildlife in a confined feeding area in connection with gathering, birthing, transporting, caring for or doctoring livestock or wildlife, nor does the term apply to corrals or other holding areas for horses, wildlife or other livestock used by Grantor.

6.01.02. Operate a horticultural nursery.

6.01.02 Raise goats or sheep on the property. All other livestock is permissible.

6.02. For so long as the activities are conducted in such a way as not to materially impair the Purposes of this Easement, Grantor may:

6.02.01. Grow crops, including wildlife food plots, in fields identified in the Report or approved by Grantee.

6.02.02. Hunt and fish on the Property, lease the Property for hunting and fishing, and provide guided and unguided hunts and fishing.

6.02.03. Construct or install fences, Hunting Blinds, and Feeders, even in No-Development Zones.

6.02.04. Permit other outdoor recreation on the Property. In connection with recreation, Grantor may install composting toilets on the Property, but if it does so, Grantor must properly maintain them.

6.02.05. Foster the presence of wildlife on the Property.

6.03. For so long as the activities are conducted in such a way as not to materially impair the Purposes of this Easement, Grantor may graze livestock, commercial wildlife, or Exotic game, but only according to a Grantee-provided plan, a United States Department of Agriculture Natural Resource Conservation Service-provided plan (NRCS Plan), or a Texas Parks and Wildlife Department-provided wildlife management plan (TPWD Plan), or a plan provided by a qualified range management specialist, so long as the activities in the provided plan are consistent with the terms of this Easement. Any NRCS Plan, TPWD Plan, or range management specialist plan must first be reviewed and approved by Grantee in writing before it may be implemented to assess compliance with the terms of this Easement. If either the United States Department of Agriculture Natural Resource Conservation Service or the Texas Parks and Wildlife Department ceases to exist or ceases to provide such plans, Grantee may designate an alternative, similarly qualified authority to provide grazing and wildlife management plans.

7. Vegetation-Related Provisions.

7.01. Grantor must not:

7.01.01. Plant Exotic vegetation on the Property, except for in Building Envelopes and fields permitted under this Easement or subsequently by Grantee.

7.01.02. Plow or use Fertilizers, except in fields or food plots permitted under this Easement or shown in the Report, or approved subsequently by Grantee.

7.01.03. Cut or remove vegetation outside Building Envelopes, except Grantor may, without restriction and anywhere on the property, cut and remove diseased or Exotic vegetation or vegetation so damaged by natural forces as to be unable to survive. Grantor may further cut and remove Indigenous or Exotic vegetation to further the Purpose, in Building Envelopes, and as may be reasonably necessary to conduct activities permitted under this Easement, but in so doing, it must minimize erosion and must not otherwise materially impair the Purpose.

7.01.04. Clear land of all woody vegetation except within the designated food plots permitted under this Easement or shown in the Report.

7.02. For so long as the activities are conducted in such a way as not to materially impair the Purposes of this Easement, Grantor may manage resources on the land as follows:

7.02.01. Control brush anywhere on the property according to a United States Department of Agriculture Natural Resource Conservation Service-provided plan (NRCS Plan), a plan provided by a qualified range management specialist, or Grantee-provided plan, or participate in other NRCS Technical Assistance Programs designed to assist in conservation planning, so long as the activities in the provided plan are conducted so as not to materially

impair the Purpose and are consistent with the terms of this Easement. However, any such plan or program must first be reviewed and approved by Grantee in writing before such plan or program may be implemented to assess compliance with the terms of this Easement. If the NRCS ceases to exist or ceases to provide such plans, Grantee may designate an alternative, similarly qualified authority to provide brush control and conservation management plans.

7.02.02. Cut firewood for use on the Property.

7.02.03. Create firebreaks up to a width not to exceed three times the height of the adjacent vegetation.

8. Vehicle-Related Provisions.

8.01. Authorized representatives of Grantor and Grantee may use motorized vehicles anywhere on the Property in furtherance of their responsibilities under this Easement and as reasonably necessary for Grantor's residential use, agricultural, ranching, and wildlife management operations, educational programs and maintenance of the Property. No such use may materially impair the Purpose.

8.02. In no event may the Property be used for commercial off-road or rally purposes for any motorized vehicles. This restriction includes, but is not limited to: cars, trucks, motor-bikes, motorcycles and ATVs.

9. Storage, Dumping, and Disposition-Related Provisions.

9.01. Grantor must not:

9.01.01. Store chemicals (except those for activities permitted under this Easement) that, if leaked, would materially degrade surface or subsurface water quality.

9.01.02. Dump trash, rubbish, or other waste, except short-term storage of material accumulated in the course of conducting activities permitted under this Easement. All such materials must be removed from the Property not less often than annually, and no such materials may leak chemicals into or otherwise pose a material degradation threat to the quality of water entering the aquifer. Grantor may burn domestic waste as defined in Title 30, Texas Administrative Code, Section 101.1(26) in a container or earthen pit so long as all burning is compliant with Title 30, Texas Administrative Code, Section 111 generally and Section 111.209 specifically (as may be amended) and all other laws, ordinances, or regulations pertaining thereto. Any such container or earthen pit must be either identified in the Easement Documentation Report or located within a Building Envelope and outside of a No-Development Zone. All such residue must be contained until it is removed from the Property.

9.01.03. Generate, store, collect, transport, dispose, dump, or release hazardous waste or materials, in whatever form, or install or permit underground storage tanks on the Property.

9.01.04. Store, use, or apply herbicides, biocides, pesticides, Fertilizers, insecticides, fungicides, rodenticides, or any similar chemicals or agents, except for:

(A) household use or

(B) use of chemicals, including Fertilizers, on a list approved by Grantee, or in a Grantee-approved plan.

Grantee's list may change from time to time and may impose time, quantity, and use restrictions. While the City of San Antonio is the Grantee, the City Manager or City Manager's designee may alter the list without further action or authorization by City Council. Grantor's use of chemicals must conform to the best practices at the time the issue arises, and Grantor must not allow permitted materials to leak into or otherwise pose a material degradation threat to groundwater quality. Grantor must indemnify Grantee from all loss, cost, liability, or expense arising from Grantor's use of such chemicals, with or without Grantee's permission.

9.02. Grantor represents and warrants, to Grantor's actual knowledge (with no duty to investigate), that:

9.02.01. No Hazardous Materials are or have been generated, treated, stored, used, disposed of, or deposited in or on the Property in such manner as to violate or create any liabilities pursuant to any Applicable Laws, and

9.02.02. No underground storage tanks are located on the Property.

9.02.03. No governmental authority has given notice of violation or alleged violation of any Applicable Law relating to the operations or condition of the Property.

9.03. Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, And Liability Act of 1980, as amended ("CERCLA"), any other applicable federal laws, federal regulations, state laws, county and local ordinances, and any regulations thereunder, all as may be amended from time-to-time.

10. Extraction-Related Provisions.

10.01. Grantor must not:

10.01.01. Use the surface of the Property for any activity related to extracting hydrocarbons or other minerals on or below the surface, including storing hydrocarbons or other minerals. Minerals include not only hydrocarbons but also coal, lignite, uranium, ore, and any other substance that may be removed from the earth.

10.01.02. Extract surface or subsurface water, transfer surface or subsurface water rights for use off the Property, or otherwise use water or water rights other than in direct support of activities Grantor may, consistently with this Easement, otherwise engage in on the Property.

10.01.03. Extract and discharge groundwater at volumes greater than allowed by the more restrictive of the governing groundwater district or by other applicable federal, state, or local laws and regulations.

10.01.04. Sever from surface ownership of the Property the ownership of previously unsevered minerals or convey to another that is not bound by this Easement any severed mineral interest.

10.02. Despite any other provision of this Easement to the contrary, soil, sand, caliche, gravel, or rock may be removed from the surface of the Property so long as such removal:

(A) is solely for use on the Property and for non-commercial purposes, such as, for example, construction, maintenance, and repair of a Road on the Property,

(B) is in conjunction with activities permitted herein,

(C) is accomplished in a manner that does not materially impair the Purpose,

(D) is limited to no more than two one-acre removal sites on the Property at any one time, with no more than ten such sites ever created unless otherwise approved by Grantee, and

(E) that any area so disturbed is restored and replanted as appropriate with native vegetation at the conclusion of the removal activity and prior to the creation of any new removal site if a new removal site will exceed the limit of no more than two (2) such sites at any one time.

(F) is not within 500 feet of a recharge feature.

10.03. Any activity permitted under this paragraph must be undertaken and this provision must be interpreted in a manner consistent with Section 170(h) of the United States Internal Revenue Code and the Treasury Regulations adopted pursuant thereto.

10.04. No party to this Easement may hereafter extract any severed or unsevered minerals pertinent to the Property. Neither may any party hereto convey any mineral interest or executive right in minerals to another not bound by this Easement. This clause does not prevent a party to this Easement from accepting royalties, bonuses, delay rentals, or other sums due to the party from another with a previously existing right to extract the minerals.

10.05. Grantor may also permit archaeological digs supervised by qualified personnel for so long as they are conducted in a manner so as not to materially impair the Purpose.

10.06. If any of the minerals under the Property ("Minerals") are, as of the date of this Easement, owned by someone not a party hereto and if some or all of those Minerals are later acquired by Grantor (or the then owner of the Property), then the Minerals so-acquired immediately become subject to this Easement. This Easement conveys to Grantee the right, to be held jointly with Grantor, to consent or not to any matter pertaining to the Minerals so acquired for which Grantor's sole consent would otherwise be required. Grantor's and Grantee's joint right to consent is such that neither can consent without joinder of the other.

10.07. Both parties acknowledge that the restrictions on alienation and other provisions in this Section are reasonable, because mineral exploitation poses a risk to aquifer recharge.

11. Water Flow-Related Provisions.

Grantor must not:

11.01. Alter natural water courses, lakes, ponds, marshes, or other water bodies, subject to Grantor's right to have stock tanks and other surface-water retention facilities, except during stream restoration or bank stabilization projects and during maintenance of permitted Roads.

11.02. Pollute the soil or surface or subsurface water or otherwise engage in activities materially detrimental to water purity or that could materially alter the natural water level or flow in or over the Property. This does not impair the right to use the wells permitted under this Easement for the purposes permitted under this Easement.

11.03. Otherwise, materially and adversely affect the quantity and quality of aquifer recharge.

12. Requests for Approval.

12.01. When Grantee's consent is needed for any purpose under this Easement, Grantor must submit all such requests to Grantee in writing. The requests must set out all detail reasonably required by Grantee, including plans, specifications, and designs where appropriate. The request must include a timetable sufficiently detailed to permit Grantee to monitor progress. Grantor must not make changes or take action for which Grantee's approval is required, unless expressly authorized in writing by Grantee.

12.02. Grantee may consult with governmental agencies, nonprofit preservation and conservation organizations, and other advisors concerning appropriateness of any activity proposed under this Easement.

12.03. Grantee may exercise its approval or disapproval rights in its reasonable discretion. Grantee must respond to a request by Grantor within 60 days after the date of Grantee's receipt of the written request, such approval or disapproval being exercised in light of the nature of such request. Grantee's failure to respond timely is not approval of Grantor's request, but Grantee must not unreasonably withhold, condition, or delay its approval.

12.04. If Grantor does not begin approved actions within one year after the date on which Grantee grants its written approval, the approval is void. Grantor may resubmit the request, but previous approval does not estop Grantee from denying approval on resubmission.

12.05. In any case during such time as the City of San Antonio is the Grantee and the Grantee's consent or agreement is required under this Easement, other than for an amendment of this Easement, the consent or agreement may be given by the City Manager or the Manager's designee without authorization of City Council. The Manager's delegation of authority to a designee must be in writing. Grantee is not estopped by the actions of anyone to whom the Manager's authority has not been delegated in writing. If the City of San Antonio no longer has a City Manager, the governing body of the City may designate an officer to give consents and agreements called for under this Easement. City Council's approval of this Easement is approval of the delegation of authority to the City Manager contained in this paragraph.

13. No Public Access.

Except as expressly provided, this Easement creates no right of access to the general public.

14. Ownership Obligations.

Grantor is solely responsible to pay all taxes and assessments levied against the Property. Grantee has no responsibility to Grantor to maintain any part of the Property, except for improvements, if any, installed by Grantee.

15. Grantee's Rights.

15.01. In addition to other rights necessarily incident to Grantee's ability to further the Purpose of this Easement, Grantee has the following rights regarding the Property:

15.01.01. The right to monitor the hydrology of the Edwards Aquifer and other water or geologic formations below the subject Property, subject, however, to the entry requirements set out below.

15.01.02. The right to enter the Property twice a calendar year to inspect and to determine compliance with this Easement. If Grantee finds a potential violation or breach of this Easement, Grantee may enter the Property as much as necessary to monitor the status of the problem, obtain evidence for enforcement, or correct the problem at Grantor's expense. In so doing, Grantee must not interfere unreasonably with Grantor's permitted uses of the Property. Grantee shall use its reasonable efforts to assure that its entry corresponds with a time that is both timely and convenient for Grantor.

15.01.03. The right to install, operate, and maintain Purpose-related monitoring equipment, including a continuous recording rain gauge at locations outside of Building Envelopes (unless Grantor approves in its sole discretion a location inside of a Building Envelope) that do not unreasonably interfere with Grantor's activities otherwise permitted under this Easement. Grantee may install, operate, and maintain fences and other devices reasonably necessary to provide security for the monitoring equipment.

15.01.04. The right to drill, operate, and maintain monitoring wells at locations outside of Building Envelopes (unless Grantor approves in its sole discretion a location inside of a Building Envelope) that do not interfere unreasonably with Grantor's permitted uses of the Property. Grantee may install, operate, and maintain fences and other devices reasonably necessary to provide security for the monitoring wells.

15.01.05. The right to conduct research activities with appropriate research entities related to watershed management, water quality protection, or other similar purposes consistent with the Purposes of this Easement. Grantee may also use the Property for educational purposes, including field trips related to natural science education, but not more often than once annually. Grantee must coordinate all such activities with the Grantor, and Grantee's right to conduct such activities is subject to Grantor's approval, which must not be unreasonably withheld.

15.01.06. The right to review and approve plans of the Grantor involving cave structures and other sensitive hydrogeological features on the Property.

15.01.07. The right to construct, operate, and maintain at mutually agreed locations outside of Building Envelopes (unless Grantor approves in its sole discretion a location inside of a Building Envelope) one or more recharge structures and associated facilities that do not unreasonably interfere with Grantor's permitted uses of the Property.

15.02. If Grantee's exercise of any rights under this Section 15 disturbs the Property, Grantee will use its good-faith efforts to restore the Property to its previous condition. This includes restoring fences and plugging abandoned wells according to applicable law. Grantee is responsible for maintenance of areas fenced by it, for equipment, any Structure or facilities it places on the Property, and for any contractor or individuals entering the Property pursuant to or in connection with Grantee's rights under this Easement. Except as expressly provided to the contrary, no approval or consent required under this Section may be unreasonably withheld, conditioned or delayed. Grantee will provide 72-hour advance, written notice to Grantor before entry, except when immediate entry is necessary or desirable to further the Purpose, to prevent, terminate, or mitigate a violation of this Easement, or to fulfill Grantee's maintenance obligations under this Easement.

15.03. None of the enumerated rights imposes a duty on Grantee to exercise the right.

15.04. Grantor is responsible for remedying violations of this Easement, but Grantee has the right to prevent and correct violations through any means available at law or in equity, including injunction. If Grantee finds a violation, it may, at its discretion, take appropriate legal action or, at Grantor's expense, eliminate or ameliorate any material, continuing violation of this Easement, including any artificial condition that may materially impair the Purpose. Except when an ongoing or imminent violation might substantially diminish or impair the Purpose, Grantee must give Grantor 20-days' prior written notice before initiating action. If a violation cannot reasonably be corrected within 20 days, Grantee may allow Grantor a longer period that is reasonably necessary under the circumstances to correct the violation. In such case, Grantor must begin corrective action within the 20 days and thereafter diligently and continuously pursue complete correction in good faith. Nothing in this Easement requires Grantor to restore the Property after any act of God or other event over which Grantor had no control, but Grantor must permit Grantee to correct conditions caused by such events that impair quantity or quality of recharge. In so doing, Grantee must not interfere unreasonably with Grantor's permitted uses of the Property.

15.05. Grantor acknowledges that, once pollution enters an aquifer, it may be impossible to undo the damage. Likewise, surface water that might percolate into the aquifer, but that Grantor wrongfully allows to run off, is irreplaceable. Further, loss of the Property and the aquifer as natural phenomena cannot be compensated adequately by damages. Accordingly, the parties acknowledge that, in the case of a material, uncorrected violation of this Easement, Grantee has no adequate remedy at law. In such case, equitable relief generally and an injunction specifically are appropriate remedies.

15.06. Grantee has the right to recover all costs and expenses, including court costs and reasonable attorney fees, incurred in enforcing this Easement. In the event this Easement is assigned by the City of San Antonio to an entity which is not prohibited from incurring future unfunded debt, then the prevailing party in any dispute regarding this Easement, has the right to recover all costs and expenses, including court costs and reasonable attorney fees, incurred enforcing this Easement.

15.07. Grantee's remedies are cumulative. Its exercise of one remedy is not an election of remedies and does not waive or limit other remedies. Failure to exercise a remedy on one or more occasions does not waive or limit use of the remedy on other occasions.

15.08. Grantee has discretion whether and how to enforce this Easement. Grantee's delay in or forbearance from exercising rights under this Easement does not waive the rights the exercise of which is delayed or forborne.

16. Discretionary Consent.

Grantee's consent for activities otherwise prohibited by this Easement may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the prohibited activities listed in this Easement are deemed desirable by both Grantor and Grantee, Grantee may, in its sole discretion, give consent for such activities, subject to the limitations herein. Such requests for consent for otherwise prohibited activities, and consent for such activities requiring Grantee's discretionary consent shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Easement. Grantee may give its consent only if it determines, in its sole discretion, that such activities (1) do not violate the Purpose of this Easement, and (2) enhance or do not materially impair any significant conservation interests associated with the Property.

17. Alienation by Grantee.

17.01. This Easement is in gross and is freely alienable by Grantee, subject to the following conditions:

17.01.01. The transferee must be both a "holder" under Section 183.001 of the Texas Natural Resources Code (as the same may be amended from time-to-time) and also a "qualified organization" under Section 170(h) of the U.S. Internal Revenue Code.

17.01.02. The transferee must expressly assume the responsibilities of the Grantee under this Easement.

17.02. If Grantee ceases to exist or no longer qualifies as a holder under applicable law, the Easement continues. On application by Grantor or Grantee, a court of competent jurisdiction must transfer Grantee's rights under this Easement to a qualified organization having similar purposes that agrees to assume the responsibility. If more than one qualified entity competes for the role, the court should select the entity that, in the court's judgment, is best suited to assure accomplishment of the Purposes.

18. Alienation by Grantor.

The Property is freely alienable, in whole or in part, by Grantor, but Grantor must notify Grantee in writing at least 30 days before transfer. The notice must include the name of the buyer, the anticipated closing date, and evidence that the buyer has been given a copy of this Easement. If Grantor transfers all the Property or a Parcel of it to more than one transferee, the joint transferees must, at the closing of the transfer to them, designate a single party to receive notices from Grantee and to give all approvals and consents to Grantee. If the joint transferees do not unanimously designate a contact for Grantee, Grantee may pick one at random with no liability to the other transferees. Grantor's transferees take subject to this Easement. This authorization of partial alienation does not authorize more than the maximum number of Parcels.

19. Amendment.

This Easement may be amended only with the written consent of both Grantor and Grantee. Any amendment must be consistent with the Purposes of this Easement and must comply with applicable law, including Sec. 170 (h) of the Internal Revenue Code, as amended from time-to-time, and with Chapter 183 of the Texas Natural Resources Code, as amended from time-to-time. If the Grantee is the City of San Antonio, its consent to an amendment must be authorized by the San Antonio City Council or a successor governing body, in accordance with the City of San Antonio Conservation Easement Amendment Policy ("Policy"). Grantor, upon written request to Grantee, may obtain a copy of the most recent version of such Policy.

20. Termination, Condemnation.

20.01. The Easement may be terminated by judicial declaration if condemnation or a change in conditions on or around the Property renders it impossible to substantially fulfill the Purposes of this Easement.

20.02. Grantee's interest is a compensable property right. If some or all of the Property is condemned or sold in lieu of condemnation, Grantor and Grantee will divide the condemnation proceeds (which, by definition, include proceeds from a sale in lieu of condemnation) as follows: Grantor receives a share equal to the entire award multiplied times a fraction, the numerator of which is the value of the Property burdened by the Easement and the denominator of which is the value of the Property unburdened by the Easement; Grantee receives the rest of the award. Values are measured at the time of condemnation.

21. Interpretation.

This Easement is to be interpreted under the laws of the State of Texas, resolving any ambiguities and questions of the validity of specific provisions to give maximum effect to its Purposes, without regard to which party was the drafter. This Easement was fully negotiated, and no presumption exists against either party. Nothing in this Easement excuses Grantor from compliance with any applicable law, rule, ordinance, or regulation.

22. Severability.

If any part of this Easement is found invalid or unenforceable, the finding does not affect the remainder of the Easement.

23. Successor, Beneficiaries.

This Easement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. No third party has the right to enforce any part of this Easement.

24. Encumbrance by Grantor.

Grantor may encumber the Property (including consensual liens) after the effective date of this Easement, but all such encumbrances are subordinate to this Easement. Grantor further acknowledges that Subordination Agreements for liens or similar encumbrances existing as of the Effective Date of this Easement have been, or will be, secured and filed of record as of such Effective Date.

25. Appropriations.

All obligations of the City of San Antonio under this Easement are funded through the City of San Antonio General Fund and are subject to the discretion of City Council whether to appropriate funding for any given year.

26. Notices from Governmental Authorities.

Grantor must deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt. Upon request by Grantee, Grantor must promptly furnish Grantee with evidence of Grantor's compliance with the notice or lien, if compliance is required by law.

27. Easement Runs with the Land; No Merger.

This Easement continues in perpetuity and runs with the land (referred to as "Property" in this Easement). It is binding upon Grantor and all those claiming by, through, or under Grantor. Any right, title, or interest granted in this Easement to Grantee passes to each successor and assign of Grantee and each following successor and assign, and the word "Grantee" includes all such successors and assigns. This Easement survives unity of ownership of the fee and the Easement.

28. Effective Date.

The effective date of this Easement is the date it is recorded in the real property records of the county in which the Property is located or, if the Property crosses county lines, in any county in which a portion of the Property is located.

TO HAVE AND TO HOLD this Easement unto the Grantee and its successors and permitted assigns forever. Without limitation, this Easement conveys to Grantee insurable legal access, an undivided one-half (½) interest in any and all mineral executive rights held by Grantor in the Property, such that no exercise of the mineral executive rights can be made without the joinder of both Grantor and Grantee, all of Grantor's development rights in the Property other mineral rights, if any other mineral rights are owned by Grantor, other than mineral executive rights, an undivided one-half (½) interest in any and all other rights of Grantor to Grantee, as set forth in this Easement, free and clear of all liens, encumbrances, restrictions, rights and exception, except for the Permitted Exceptions set forth in Schedule B of the Title Policy to be issued to Grantee.. Grantor also conveys to Grantee, along with. . Grantor further conveys to Grantee the property right to enforce this Easement according to law. Grantor conveys to Grantee the property rights which Grantor would otherwise have to perform activities limited or prohibited by this Easement. Grantor violates its obligations under this Easement if it violates any applicable law the observance of which would further the Purpose.

Grantor further makes subject to this Easement all the following interests, collectively called "Excess Lands": (1) all interest, if any, in excess lands or vacancies (within the meaning of subchapters E and F of Chapter 51 of the Texas Natural Resources Code, as may be amended from time to time) presently held or later acquired by Grantor; (2) all interest in strips or gores between the Property and abutting properties and acreage in adjoining surveys to which Grantors' predecessors in title have superior right; (3) any land lying in or under the bed of any road or highway, opened or proposed, abutting or adjacent to the Property; (4) any land lying in or under the bed of any creek, stream, or river, if any, running through or abutting or adjacent to the Property; and (5) all interests in real property within the boundaries of this Easement title to which is later acquired by Grantor.

Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular this Easement to Grantee and Grantee's administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, but excepting the Exceptions to and Reservations From Warranty.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

Uvalde County Health Department

Notice of Approval And Permit to Operate An On-Site Sewage Facility Permit# 3660

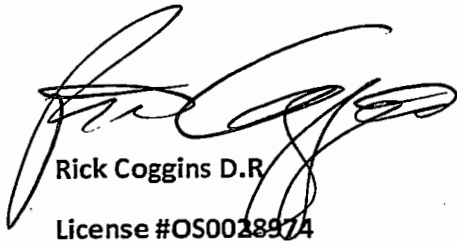
Property Owner Douglas Lee Honeycutt
Mailing Address 2525 Quebec

Corpus Christi Tx 78414

Property Location 10325 N. RR 187, Salado Tx 78884
Property I.D.# 22428

This serves to notify all persons that the On-Site Sewage Facility owned by the above has satisfied design, construction and installation requirements of the Texas Commission On Environmental Quality (TCEQ). This Uvalde County On-Site Sewage Facility Permit is issued for the operation of the above identified facility.

Any Modification To The Structure, System Components, or Changes of Ownership may require a new Permit. The owner must notify this office of the aforementioned change.


Rick Coggins D.R.
License #OS0028974

Date: 4-25-19



FINAL INSPECTION REPORT

4-25-19
date

1. PROPERTY OWNER Douglas Lee Honeycutt
2. PERMIT # 3660
3. INSPECTOR'S NAME Rick Cossins
4. INSTALLER'S NAME JB wastewater

INSPECTION FINDINGS

1. TWO WAY CLEAN OUT INSTALLED ✓
2. PROPER TYPE PIPE FROM STRUCTURE TO TANK sch 40
3. PROPER SLOPE ON INLET PIPE 1" 8'
4. SIZE OF TANK AND MATERIAL 750 gal cement round
5. TANK MANUFACTURER E+M Kerrville
6. TANK CLEARLY MARKED ✓
7. CLEAN OUTS PRESENT ✓
8. INLET FLOWLINE GREATER THAN 3" 4"
9. INLET LIQUID PENETRATION GREATER THAN 6" X
10. "T" PROVIDED AT INLET AND OUTLET ✓
11. BAFFLE PRESENT IN SINGLE TANK ✓
12. SIZE OF DRAINFIELD PIPE X
13. IF GRAVELLESS PIPE-SIZE 8"
14. LEACHING CHAMBER MFG. AND NUMBER OF CHAMBERS X 1
15. AREA REQUIRED AND AREA INSTALLED 300
16. EVACUATION WIDTH AND DEPTH 15 x 20
17. TYPE OF POROUS MEDIA AND DEPTH Gravelless



AUTHORIZATION TO CONSTRUCT
AN
ON-SITE SEWAGE FACILITY

Permit Application Number 3660

Date 8-28-19

Property Owner Douglas Lee Honeycutt

Mailing Address 2525 Quebec.
Corpus Christi, Tx. 78414-3201

Property Location 10325 N. RR 187, Sabinas TX 78891

This serves to notify all persons that an on-site sewage facility application, related technical data, and the appropriate fee have been recieved by Uvalde County from the property owner or his agent. The application has been reviewed for technical and administrative consideration against the standards set forth by the TCEQ. Approval is hereby granted for the construction as shown on the submitted plans.

Any modifications to submitted plans require approval by Uvalde County prior to installation.

You or your installer must contact the office of the Uvalde County Designated Repersentative to arrange final inspection of the above mentioned system. The authorization to construct is valid for one year from the date of issue. If a final inspection has not been performed within one year of issue, a new application and fee will be required.

[Signature]
Application Reviewer

8-28-19
Date

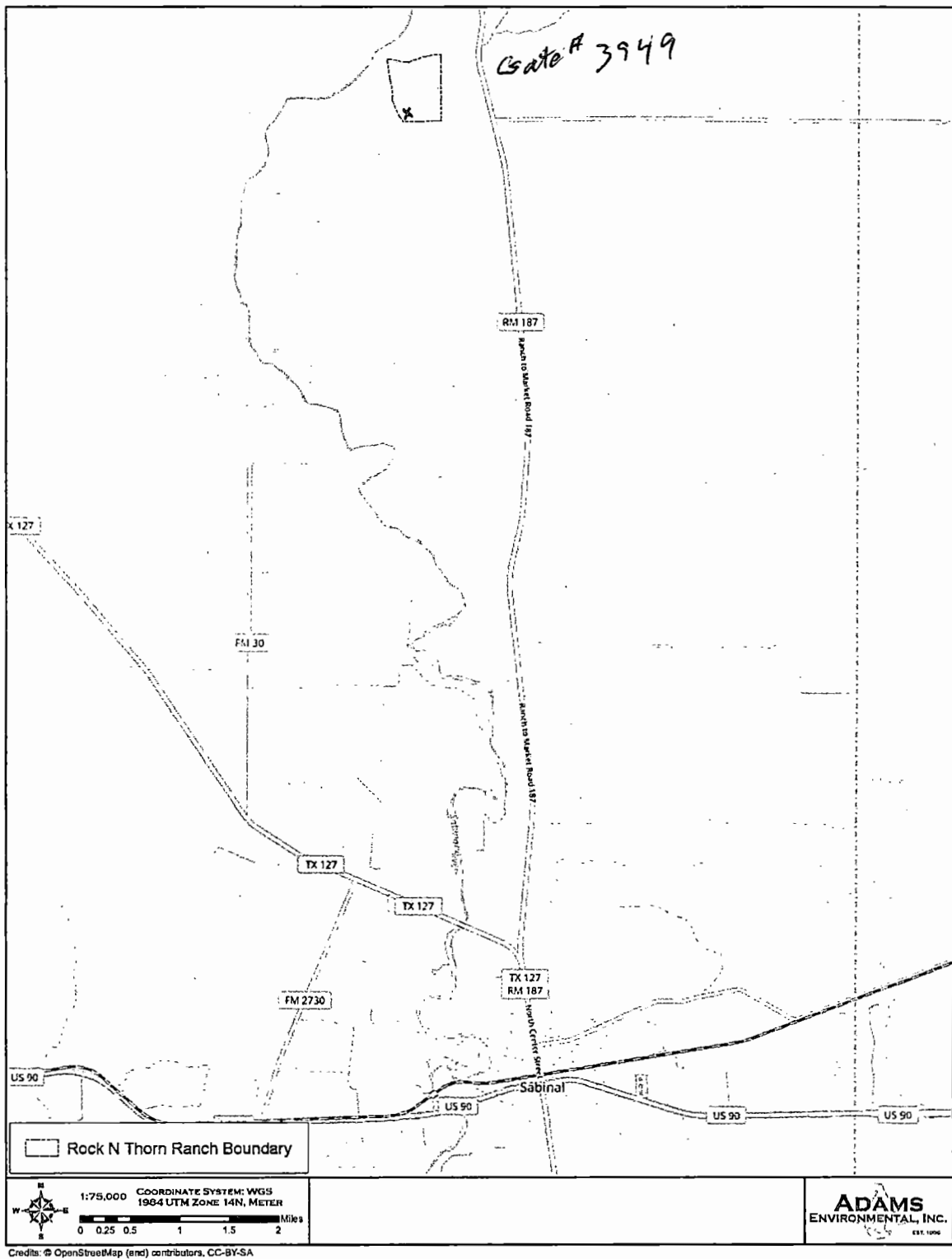
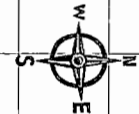
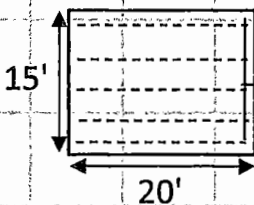


Figure 2. The location of the Rock N Thorn Ranch with respect to Sabinal, Texas

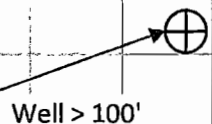


Drainfield will consist of a standard bed. Bed equals 15' x 20' (300 ft²)

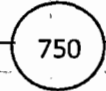


Big Hole dug by previous contractor

Old existing tank hole to be abandoned and filled



Very small vacation cabin



Cleanout



8/27/19

Design Considerations and Requirements

Water Usage Estimate: Douglas L Honeycutt, 10325 N RR 187, Sabinal TX 78881 "Rock N Thorn Ranch"

Proposed usage is for a very small 1 room vacation cabin or residence, no laundry, 576 ft².

Estimated water usage= 60 gallons/day

Septic Tank will be 2 compartment 750 gallon tank

Soil Loading rate: Class III soil=.20gal/day/ft²

Drainfield area required: $Q/Ra=60/.20$

Drainfield area required= 300 ft² required

Drainfield will consist of gravelless pipe in a standard bed, 15' X 20' (300ft²)

UVALDE COUNTY HEALTH DEPARTMENT
OSSF SITE EVALUATION INFORMATION

DATE 7/12/19

CLIENT Douglas L. Honeycutt ADDRESS 10325 N RR187, Sabinal TX
78881

Subdivision: _____ Lot: _____

Abstract: _____ Survey: _____

PROPERTY ID: 22428 ACRES 72.1

EXISTING OR PROPOSED STRUCTURE TO BE SERVED 1 br, very tiny cabin
no laundry ^{vacation}

TOPOGRAPHY

SLOPE

FLAT(UNDER 2%) _____ SLIGHT(UNDER 4%) ☒ SEVERE(OVER 5%) _____

VEGETATION

GRASS/BRUSH _____ LIGHTLY WOODED _____ HEAVILY WOODED ☒

SITE DRAINAGE

POOR _____ ADEQUATE _____ GOOD ☒ OTHER _____

FLOOD HAZARD

PROPERTY IS LOCATED OUTSIDE THE 100 YR FLOOD PLAIN ☒

IN THE 100 YR FLOOD PLAIN _____

IN THE 100 YR FLOOD PLAIN AND FLOODWAY _____

WATER SUPPLY

PUBLIC _____ COMMUNITY _____ PRIVATE ☒

IF PRIVATE; DEPTH OF WELL _____ CEMENTED? _____

NEIGHBORING WELL WITHIN 100 FT. OF PROPERTY LINE? no

UVALDE COUNTY-CITY HEALTH DEPARTMENT
ON-SITE SEWAGE FACILITY
TECHNICAL INFORMATION FOR PERMIT # _____

DO NOT BEGIN CONSTRUCTION PRIOR TO APPLICATION APPROVAL. UNAUTHORIZED
CONSTRUCTION CAN RESULT IN CIVIL OR CRIMINAL PENALTIES.

OWNER'S

NAME Douglas L Honeycutt

Professional design required? Yes ☒ No ☐

1. SEWER (House Drain):

Type and size of pipe 4" schedule 40 Slope of sewer pipe to tank 1" in 8'

2. DAILY WASTEWATER USAGE RATE: Q= 60 (GALLONS/DAY)

3. TREATMENT UNIT:

A. SEPTIC TANK:

. tank dimensions 8'D 46"H
. size required 750 gallon

Manufacturer: C+M PreCast Concrete Co.
. liquid depth 34"

4.

OTHER _____

(please attach description)

5. DISPOSAL SYSTEM:

TYPE: gravelless pipe in a standard bed
. Area Required 300 ft²

6. ANY ADDITIONAL INFORMATION

Kassie Jetton

DESIGNER'S SIGNATURE

DATE

RS# 2549

REGISTRATION NO.

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

OSSF SOIL EVALUATION FORM

Owner's Name Douglas L. Honeycutt
 Physical Address 10325 N RR 187, Sabinal TX 78881
 Name of Site Evaluator Kassie Jetton Registration Number DS0022490
 Date Performed 7/12/19 Proposed Excavation Depth _____

- At least two soil evaluations must be performed on the site, at opposite ends of the proposed disposal area. Please show the results of each soil evaluation on a separate table. Locations of soil evaluations must be shown on the site drawing.
- For subsurface disposal, soil evaluations must be performed to a depth of at least 2 ft below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.
- Please describe each soil horizon and identify any restrictive features in the space provided below. Draw lines at the appropriate depths.

| Soil Boring Number <u>142</u> | | | | | |
|-------------------------------|---|---------------------------|--------------------------------|---------------------|-----------|
| Depth (ft) | Textural Class | Structure (if applicable) | Drainage Mottles / Water Table | Restrictive Horizon | Comments |
| 0 | very dk grayish brown clay loam topsoil | friable | no | no | Class III |
| 1 | very pale tan white caliche clay loam | variably cemented | no | no | Class III |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |

I certify that the above statements are true and are based on my own field observations.

Kassie Jetton
 (Signature of Site Evaluator)

(830) 279-8563
 (Phone Number)

Property ID: 22428

For Year 2019

Account

Property ID: 22428

Legal Description: A0595 ABSTRACT 0595 SURVEY 289 (LIFE EST NEVA J HONEYCUTT ETAL) 72.1

Geographic ID: A0595-0003-00

Agent Code:

Type: Real

Location

Address: HWY 187N CS,F187N,

Map ID: 2818

Neighborhood CD: SZD11

Owner

Owner ID: 16520

Name: HONEYCUTT DOUGLAS LEE

2525 QUEBEC

Mailing Address:

CORPUS CHRISTI , TX 78414-3201

% Ownership: 100.0%

3660
Completed
4-25-19

Replacement application + design

UVALDE COUNTY *old one - 7/31/18 deleted + replaced w/ this one*
APPLICATION FOR ON-SITE SEWAGE FACILITY
NEW CONSTRUCTION OR MODIFICATION

☐ new installation

☒ modification *update of a grandfathered system for legal purposes*

DATE 7/13/19

1. PROPERTY OWNER'S NAME Honeycutt, Douglas Lee
last first middle

2. PERMANENT MAILING ADDRESS 2525 Quebec, Corpus Christi, TX 78414-3201

3. SITE ADDRESS 10325 N. RR 187, Sabinal TX 78881

4. LEGAL DESCRIPTION: Abstract: A0595 Survey: S-289

SUBDIVISION _____ LOT # _____

SIZE OR ACREAGE 72.1 Property ID: 22428

5. SOURCE OF WATER: ☒ PRIVATE WELL ☐ PUBLIC WATER SUPPLY

6. SINGLE FAMILY RESIDENCE _____ No. of bedrooms 1 Living Area(sq. ft) 576 ft²
very tiny cabin, no laundry for vacation

7. COMMERCIAL STRUCTURE _____ TYPE _____

NUMBER OF OCCUPANTS _____ DAYS OCCUPIED PER WEEK _____

8. SITE EVALUATOR Kassie Jetton CERTIFICATION NO. 050022490

9. DESIGNER Kassie Jetton LICENSE NO. (PE or RS) RS# 2549

10. INSTALLER Larry Chisum REGISTRATION NO. 050000255

I certify that the above statements are true and correct to the best of my knowledge. Authorization is hereby given to Uvalde County to enter upon the above described property for the purpose of lot evaluation and inspection of on-site sewage facility and that a permit to operate the facility will be granted following the successful inspection of the installed system which indicated that the system was installed in compliance with this County's On-Site Sewage Facility Rules, TAC 30, Chapter 285

11. Kassie Jetton (agent)
Signature

7/13/19
date

ATTENTION OWNER: Confidentiality
 Privilege Notice on reverse side
 of Well Owner's copy (pink)

State of Texas
WELL REPORT

NOV 22 1999

Texas Department of Licensing &
 Regulation
 P.O. Box 12157
 Austin, TX 78711
 512-463-7880

E. A. A.

1) OWNER D.L. Honeycutt ADDRESS 2525 Quebec Corpus Christi Tx 78414
 (Name) (Street or RFD) (City) (State) (Zip)
 2) ADDRESS OF WELL'S LOCATION: Hwy 187 Sabinal Texas Long. Lat.
 County Uvalde (Street, RFD or other) (City) (State) (Zip) Grid # 69-37-1

3) TYPE OF WORK (Check):
☒ New Well ☐ Deepening
☐ Reconditioning ☐ Plugging

4) PROPOSED USE (Check): ☐ Monitor ☐ Environmental Soil Boring ☒ Domestic
☐ Industrial ☐ Irrigation ☐ Injection ☐ Public Supply ☐ De-watering ☐ Testwell
 If Public Supply well, were plans submitted to the TNRCC? ☐ Yes ☐ No

5)

6) WELL LOG:

Date Drilling:

Started 11-7 19 99Completed 11-10 19 99

DIAMETER OF HOLE

Dia. (in.) From (ft.) To (ft.)

Surface

7 3/8 0 156 3/4 15 420

7) DRILLING METHOD (Check):

☐ Driven
☒ Air Rotary ☐ Mud Rotary ☐ Bored
☐ Air Hammer ☐ Cable Tool ☐ Jetted
☐ Other _____

From (ft.) To (ft.) Description and color of formation material

0 - 2 Surface
2 - 78 Lime Stone
78 - 84 Red Clay
84 - 184 Lime Stone
184 - 196 Red Clay
196 - 420 Lime Stone

8) Borehole Completion (Check): ☐ Open Hole ☒ Straight Wall

☐ Underreamed ☐ Gravel Packed ☐ Other _____
 If Gravel Packed give interval from _____ ft. to _____ ft.

CASING, BLANK PIPE, AND WELL SCREEN DATA:

| Dia. (in.) | New or Used | Steel, Plastic, etc. Perf., Slotted, etc. Screen Mfg., if commercial | Setting (ft.) | | Gage Casing Screen |
|---------------|-------------------|--|---------------|------------|--------------------------|
| | | | From | To | |
| <u>4 1/2</u> | <u>NEW</u> | <u>PLASTIC</u> | <u>0</u> | <u>420</u> | |
| | | | | | |
| | | | | | |
| | | | | | |

9) CEMENTING DATA

Cemented from 0 ft. to 15 ft. No. of sacks used 6
 _____ ft. to _____ ft. No. of sacks used _____

Method used MIX & POURCemented by Adam CRUZ

Distance to septic system field lines or other concentrated contamination _____ ft.

Method of verification of above distance NO TANK13) ☐ Well plugged within 48 hours

| Casing left in well: | | Cement/bentonite placed in well: | | Sacks used: |
|----------------------|---------|----------------------------------|---------|-------------|
| From (ft) | To (ft) | From (ft) | To (ft) | |
| | | | | |
| | | | | |

14) TYPE PUMP:

☐ Turbine ☐ Jet ☐ Submersible ☐ Cylinder
☐ Other _____

Depth to pump bowls, cylinder, jet, etc., _____ ft.

15) WELL TESTS:

Type test: ☐ Pump ☐ Bailor ☒ Jetted ☒ EstimatedYield: 15 gpm with _____ ft. drawdown after _____ hrs.

16) WATER QUALITY:

Did you knowingly penetrate any strata which contained undesirable constituents?

☐ Yes ☒ No If yes, submit "REPORT OF UNDESIRABLE WATER"
 Type of water? _____ Depth of strata _____

Was a chemical analysis made? ☐ Yes ☒ No

10) SURFACE COMPLETION

☐ Specified Surface Slab Installed
☒ Specified Steel Sleeve Installed
☐ Pitless Adapter Used
☐ Approved Alternative Procedure Used

11) WATER LEVEL:

Static level 300 ft. below land surfaceDate 11-10-99

Artesian flow _____ gpm.

Date _____

12) PACKERS:

Type

Depth

| | | |
|----------|---------------|----------------|
| <u>1</u> | <u>Rubber</u> | <u>15 ft.</u> |
| <u>1</u> | <u>Rubber</u> | <u>260 ft.</u> |

I certify that I drilled this well (or the well was drilled under my direct supervision) and that each and all of the statements herein are true and correct. I understand that failure to complete items 1 thru 16 will result in the log(s) being returned for completion and resubmittal.

COMPANY NAME CRUZ Drilling

(Type or print)

WELL DRILLER'S LICENSE NO. 2711-WPLADDRESS P.O. Box 5292

(Street or RFD)

Uvalde

(City)

Texas

(State)

78802

(Zip)

(Signed) Adam Cruz

(Licensed Well Driller)

(Signed) _____

(Registered Driller Trainee)

Please attach electric log, chemical analysis, and other pertinent information, if available.



FILE COPY

2.45-4

November 28, 2005

CERTIFIED MAIL

91 7108 2133 3931 7116 1803

Mr. Douglas Honeycutt
2525 Quebec
Corpus Christi, TX 78414

RE: Edwards Aquifer Well Construction Permit No. C100-354 located at Hwy 87 and FM 1796.

Dear Mr. Honeycutt:

On September 30, 1999, you submitted a Well Construction Application to the Edwards Aquifer Authority (the Authority) for a well construction permit. In the application, you claimed your well was exempt. The Authority did not have rules addressing exempt well status at the time of issuance of your well construction permit. Therefore, you were issued a "conditional" permit that granted you authorization to construct the well while reserving the Authority's determination on your exempt well status until the Authority's exempt well rules were adopted and the well was inspected to confirm the well status.

Authority staff inspected your well located at Hwy 87 and FM 1796 (29° 27.00 Min. 43.68 Sec. - 99° 29.00 Min. 30.48 Sec.) on November 2, 2005. After inspecting your well, staff determined your well qualifies as an Edwards Aquifer well that is exempt from the permitting and metering requirements of the Edwards Aquifer Authority Act ("Act") and the EDWARDS AQUIFER AUTHORITY RULES ("Authority Rules").

To continue to qualify as an exempt well, all groundwater withdrawals from your Edwards Aquifer well must be beneficially used only for domestic or livestock purposes. The Authority's Rules define "domestic or livestock use" as:

"Use of water for: (A) drinking, washing, and culinary purposes; (B) irrigation of a family garden or orchard the produce of which is for household consumption only; or (C) watering of animals."

The Authority's Rules also require that an exempt well produce no more than 25,000 gallons of groundwater a day and the well must be maintained such that it is drilled, completed, and equipped to be incapable of producing more than 25,000 gallons per day. Lastly, the Authority's Rules state the well must not be within or serving a subdivision requiring platting.



Mr. Douglas Honeycutt
November 28, 2005 – Page 2

Please be advised that groundwater from your well may only be placed to beneficial use on your land, and you may not make withdrawals from your well that would require a groundwater withdrawal permit issued by the Authority. Exempt well status is non-transferable. However, well ownership transfers are authorized when land ownership changes.

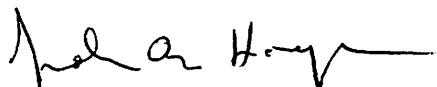
Your well may no longer qualify as an exempt well if one or more of the following changes occur:

- (1) Any withdrawals are made from the well and placed to a purpose of use for other than domestic use or livestock use; or
- (2) The well is modified or altered so as to make the well capable of producing groundwater from the aquifer at a rate in excess of 25,000 gallons per day; or
- (3) The well subsequently becomes located within a subdivision requiring platting or the well begins to serve a subdivision requiring platting.

If any of these changes cause your well to become non-exempt, you are required to give written notice to the Authority within 30 days of any change. Non-exempt status will subject your well to other Authority Rules.

If you have any questions, please contact Mr. Jeff Robinson, Program Coordinator, at (210) 477-5145.

Sincerely,



John R. Hoyt, P.G.
Program Manager-Water Quality

JRH:RV/ev



FILE COPY

2.45-4

October 8, 1999

Mr. Douglas Honeycutt
2525 Quebec
Corpus Christi, TX 78414

Re: New Well Construction Permit Application No. WRUV3073

Dear Mr. Honeycutt:

The Edwards Aquifer Authority (the Authority) received and filed your New Well Construction Permit Application No. WRUV3073 on 9/30/99. The Authority has granted the application, **however, it has not determined that you have any legal authority to make withdrawals of groundwater from the Edwards Aquifer (the Aquifer) from the well you may construct pursuant to this permit. In addition, this permit is granted subject to conditions that may at a later time, prohibit or otherwise affect your right to make withdrawals of groundwater from the well.**

Enclosed with this letter is New Well Construction Permit No. 99-00088. Pursuant to this permit, you may construct a new well as described in the permit **subject to the conditions contained therein.**

The well construction permit is granted even though the Authority has not yet adopted final groundwater withdrawal permit program rules to implement the Edwards Aquifer Authority Act (the Act). Because the permit is granted in advance of rules, **please be advised that the Authority is making no determination, either expressed or implied, that you have any actual legal authority to withdraw groundwater from the proposed new well. If you proceed to construct the new well, you may make withdrawals only if you, in fact, have actual legal authority under the Act to make withdrawals. The Authority is reserving its right to make a determination in the future whether you have actual legal authority to make withdrawals from the proposed new well. Once the Authority has adopted final groundwater withdrawal permit program rules, Authority staff will review New Well Construction Permit No. 99-00088 and your withdrawal of groundwater from the Aquifer specifically for the purpose of determining if you have a legal basis recognized in the Act to make withdrawals from the well.**



Mr. Douglas Honeycutt

October 8, 1999 – Page 2

The Authority generally may not allow withdrawals of groundwater from the aquifer through wells drilled after June 1, 1993, unless such withdrawals are made pursuant to exempt well or interim authorization status. Otherwise, groundwater withdrawals from the Aquifer may only be made pursuant to a groundwater withdrawal permit issued by the Authority. In general, the practice of the Authority is not to issue New Well Construction Permits to persons who cannot demonstrate that they have a legal basis to make groundwater withdrawals from the aquifer.

If the Authority, subsequent to permit program rule adoption, finds that you have a legal basis, you will be allowed to continue to make withdrawals consistent with the permit program rules. (If the Authority finds that you have no legal basis to continue to make withdrawals, it will revoke New Well Construction Permit No. 99-00088 by requiring you to plug the well drilled pursuant thereto, and if necessary bring appropriate enforcement action.

The only possible legal basis for making groundwater withdrawals from the well constructed under New Well Construction Permit No. 99-00088 would be if the well qualifies for exempt well status or if you, as the well owner, are entitled to interim authorization status. A person may have interim authorization status only if he or she: (1) timely filed an application for an Initial Regular Permit; or (2) obtained a transfer of interim authorization status from a third-party. **We have reviewed our files and have determined that you have not filed an application for an Initial Regular Permit nor do our records indicate that you are a transferee of interim authorization status from a third-party. Therefore, based on a review of our files at this time, the only known legal basis you could have to make groundwater withdrawals from the well you may construct under New Well Construction Permit No. 99-00088 is exempt well status.**

Because the Authority has not yet adopted final permit program rules concerning exempt wells, the Authority is unable to make a determination whether your proposed new well qualifies for exempt well status. However, we advise you that upon adoption of the final permit program rules the well may or may not qualify for exempt well status under the new rules. If under the new permit program rules your well does not qualify for exempt well status, the Authority will revoke New Well Construction Permit No. 99-00088 by requiring you to plug the well, or transfer Interim Authorization or a groundwater withdrawal permit and the Authority may, if necessary, bring appropriate enforcement action to prevent unauthorized groundwater withdrawals from your well.

We anticipate that final rules relating to the permit program, including exempt wells, should be adopted by the Board by January 2000. At that time, the Authority will review New Well Construction Permit No. 99-00088 and withdrawals from the well constructed thereunder, to determine if under the new permit program rules you have an authorized legal basis to make withdrawals from the well constructed under New Well Construction Permit No. 99-00088.


Mr. Douglas Honeycutt
October 8, 1999 – Page 3

You are hereby put on notice that when the Authority adopts new permit program rules: (1) the well constructed under New Well Construction Permit No. 99-00088 will be subject to a compliance site inspection for the purpose of determining if you have an authorized legal basis under the Act and the new permit program rules to make withdrawals of Edwards Aquifer groundwater from the well; (2) New Well Construction Permit No. 99-00088 may be subject to revocation, or other enforcement action depending on whether the Authority finds that you have no recognized legal basis to make withdrawals from the well you constructed under New Well Construction Permit No. 99-00088; (3) you may be required to plug and discontinue use of the well or transfer Interim Authorization or a groundwater withdrawal permit if the Authority finds you have no legal basis to make groundwater withdrawals; and (4) the Authority may take any other appropriate action as may be authorized in the Act or the Authority's rules.

In the event it is determined your well does not have a legal basis to make withdrawals you may be required to obtain a transfer of interim authorization status or a groundwater withdrawal permit to validate the withdrawals made pursuant to the well constructed under New Well Construction Permit No. 99-00088.

We apologize for any inconvenience this may cause you and thank you for your cooperation in this matter. Please feel free to call Mr. Steven D. Walthour, Program Manager, at (210) 222-2204, or arrange a conference at the Authority's offices if you have additional questions.

Sincerely,



Gregory M. Ellis
General Manager

GME:RT/ys

Enclosures

cc: Cruz Drilling
WRUV3073

EDWARDS AQUIFER AUTHORITY

Counties of
Atascosa, Bexar, Caldwell, Comal, Hays,
Guadalupe, Medina and Uvalde

PERMIT TO CONSTRUCT A NEW EDWARDS AQUIFER WELL

Permit No.99-00088

THIS CERTIFIES THAT:

Douglas Honeycutt
2525 Quebec
Corpus Christi, TX 78414

the Permittee, has applied for a permit to construct a new well designed to withdraw groundwater from the Uvalde Pool of the Edwards Aquifer, and that the Edwards Aquifer Authority (the Authority) has APPROVED the application as follows:

- 1.0 Type of Permit: Well construction.
- 2.0 Permit Term: This Permit expires on April 8, 2000.
- 3.0 Well Construction Authorization.

The Permittee may construct a new well designed to withdraw groundwater from the Uvalde Pool of the Edwards Aquifer pursuant to the terms and conditions in this Permit.

4.0 Point(s) of Withdrawal.

The Permittee may construct a new well according to the criteria indicated in the following table:


| Well No. | Location | Artesian | Diameter (in. inches) | Depth (in. feet) | Pump | Maximum Withdrawal Rate (gpm) |
|----------|---|----------|--------------------------|---------------------|------|-------------------------------------|
| 1 | See Attachment A attached hereto and incorporated herein as a part of this permit for all purposes. | no | 5.5 inches | 300 feet | .5 | 12 gpm |

5.0 Conditions.

The construction of the new well under this Permit is subject to the conditions contained in Attachment B (Conditions for Well Construction Permits) is attached hereto and incorporated herein as a part of this Permit for all purposes.

NOW, THEREFORE, THIS WELL CONSTRUCTION PERMIT IS ISSUED pursuant to sections 1.11(b) and 1.15(b), of the Edwards Aquifer Authority Act, Act of May 30, 1993, 73rd Leg. R.S., ch. 626, 1993 Tex. Gen. Laws 2350, as amended, and all other applicable laws, and the Permittee is authorized to construct a new well designed to withdraw groundwater from the Edwards Aquifer only in accordance with this Permit.

DATED, EXECUTED AND EFFECTIVE THIS 10th day of September, 1999, at San Antonio, Bexar County, Texas by the General Manager of the Edwards Aquifer Authority.



Gregory M. Ellis
General Manager
Edwards Aquifer Authority



ATTACHMENT B
CONDITIONS FOR WELL CONSTRUCTION PERMITS

1.0 Definitions.

The terms used in this Permit shall have the meanings provided in the Edwards Aquifer Authority Act, Act of May 30, 1993, 73rd Leg. R.S., ch. 626, § 1.03, 1993 Tex. Gen. Laws 2350, 2351-53 (the Act), and the rules of the Authority.

2.0 Fees.

The proposed new well may not be constructed under this Permit unless the Permittee is current in the payment of all applicable fees and charges assessed by and due and owing to the Authority.

3.0 No Legal Authority to Withdraw.

3.1 This Permit authorizes the Permittee only to construct a new well as indicated herein. This Permit does not authorize the Permittee to make withdrawals of groundwater from the Edwards Aquifer. This Permit is not and does not provide an independent basis or otherwise authorize the withdrawal of groundwater from the Edwards Aquifer where such legal basis does not otherwise exist. In order to make withdrawals from the new well authorized to be constructed under this Permit, the Permittee must, no later than the date of first withdrawal of groundwater from the Edwards Aquifer, have a pre-existing legal right to make withdrawals of groundwater from the Edwards Aquifer based on a groundwater withdrawal permit, interim authorization status, or exempt well status as recognized under the Act.

3.2 By this permit, the Authority makes no determination, either expressed or implied, that the Permittee has any actual legal authority to withdraw groundwater from the proposed new well. If the Permittee proceeds to construct the new well, the Permittee may make withdrawals only if the Permittee in fact has actual legal authority under the Act to make withdrawals.

4.0 Well Construction, Operation, Maintenance, and Closure Compliance.

4.1 The well constructed under this Permit must be constructed, operated as applicable, maintained, and closed in accordance with the Act, the Authority's rules, and all other applicable federal, state, or local laws.

4.2 Not later than 60 days after the completion of the well, the Permittee shall provide to the Authority a certified copy of the well logs filed with the Texas Natural Resources

Conservation Commission (Commission) pursuant to the Act § 1.11(d)(11); TEX. WATER CODE ANN. § 32.005(a) (West Supp. 1999); and 30 TEX. ADMIN. CODE § 238.31(b) (West 1998).

4.3 Within 30 days of encountering undesirable water, if any, the Permittee shall submit to the Authority a statement signed by the well driller indicating the characteristics of the water rendering it undesirable. *See* 30 TEX. ADMIN. CODE § 238.32(b) and (c). For the purposes of this permit condition, the term “undesirable water” shall mean “water that is injurious to human health and the environment, or water that can cause pollution to land or the waters in the state.” 30 TEX. ADMIN. CODE § 238.2(51).

4.4 A well constructed pursuant to this Permit shall be constructed in accordance with Chapter 32 of the Texas Water Code, TEX. WATER CODE ANN §§ 32.001–.019 (West Supp. 1999) and Title 30, Chapter 238, Texas Administrative Code.

5.0 Transfers.

This Permit may not be transferred.

6.0 Applications to Amend.

This Permit may be amended only in compliance with the rules of the Authority governing the amendments of permits.

7.0 Compliance With Law.

Activities conducted by Permittee pursuant to this Permit shall comply with the following:

- A. The Edwards Aquifer Authority Act;
- B. Chapter 32, Texas Water Code;
- C. Title 30, Chapter 238, Texas Administrative Code;
- D. The rules of the Authority;
- E. The terms and conditions of this Permit; and
- F. Any other federal, state, or local law that is applicable to the activities authorized under this Permit.

8.0 Enforcement.

The Authority may take any and all enforcement actions within its authority as provided by the Act and other applicable law to enforce compliance with the terms of this Permit.

9.0 References to Law.

Any reference in this Permit to a law shall be interpreted to mean that law as it exists on the effective date of this Permit along with any amendments to that law which are added after the effective date of this Permit.

10.0 New Well Construction Permit Review and Compliance Inspection.

Once the Authority has adopted applicable rules, it will review New Well Construction Permit No. 99-00088 specifically for the purpose of determining whether the Permittee has a legal basis recognized in the Act to make withdrawals of groundwater from the Edwards Aquifer. If the Authority finds that the Permittee has a legal basis to withdraw groundwater, then the Permittee will be allowed to continue to make withdrawals consistent with the Act and the Authority's rules. If the Authority finds that the Permittee has no legal basis to make withdrawals, New Well Construction Permit No. 99-00088, may be revoked by requiring the Permittee to plug the well.

In addition, once the Authority has adopted applicable rules, any well constructed under the authorization granted by New Well Construction Permit No. 99-00088 will be subject to a site compliance inspection. The Permittee may be required to plug and discontinue the use of the well if the Authority finds that the Permittee has no legal basis to make groundwater withdrawals. The Authority may take any other appropriate action as may be authorized in the Act or the Authority's rules.

11.0 Change of Address and Telephone Number.

Within 10 days of a change, the Permittee shall provide written notice to the Authority of a change of mailing address or telephone number.