

CONSERVATION EASEMENT AGREEMENT

THE STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF BEXAR §

This Conservation Easement Agreement (this "Conservation Easement") is executed to be effective as of the Effective Date (as hereinafter defined), by and between **TCP III STRAUS MEDINA, LLC**, a Texas limited liability company ("Grantor"), and **TEXAS LAND CONSERVANCY**, a non-profit corporation organized and existing under the laws of the State of Texas ("Grantee").

Recitals:

A. Grantor is the record owner of fee simple title to certain parcels of real property consisting of approximately 239.481 acres located and situated in Bexar County, Texas and more particularly described in the **Exhibit "A"** legal description (the "Property") and depicted in the **Exhibit "B"** property map, each attached hereto and made a part hereof. The Property is also referenced in that certain mitigation banking instrument dated Revised June 10, 2014, and entitled Final Mitigation Banking Instrument, Straus Medina Mitigation Bank, Bexar County, Texas, SWF-2011-00271 (as at any time amended, and together with the hereinafter-defined Permit, collectively, the "MBI"), and incorporated herein by this reference. A copy of the MBI is on file at the USACE (as hereinafter defined).

B. Grantee is qualified to hold a conservation easement pursuant to Texas Natural Resources Code, Chapter 183, and is a charitable, not-for-profit corporation qualified under Section 501(c)(3) and Section 170(h) of the Internal Revenue Code of 1986, as amended, the purposes or powers of which include one or more of the Purposes described in **Recital D** below.

C. The preservation of the Property is a condition of the Department of the Army Section 404 permit and/or Mitigation Bank Project Number SWF-2011-00271, dated September 16, 2014, or a revision thereof (and as at any time amended, and together with the MBI, collectively, the "Permit"), a copy of which is on file at the USACE. The Permit and/or MBI requires certain restrictions to be placed on the Property in order for the credits generated from the mitigation bank authorized pursuant to the Permit and/or MBI to provide compensation for unavoidable adverse impacts to waters of the United States. It is the intent of this Conservation Easement to assure that the Property will be retained and maintained forever in accordance herewith in the preserved, restored and/or enhanced condition described in the success criteria of the MBI. Any activities not included in the Permit, the MBI or this Conservation Easement that may be conducted on the Property and that will adversely affect the Conservation Values (as hereinafter defined) must be approved in writing by the United States Army Corps of Engineers (the "USACE"), Fort Worth District, Regulatory Branch, prior to initiation. The Conservation Easement granted by this Agreement is created pursuant to the Texas Uniform Conservation Easement Act of 1983 contained in Chapter 183 of the Texas Natural Resources Code.

D. The purposes of the Conservation Easement include but are not limited to the following (the "Purposes"):

- (a) retaining or protecting natural, scenic, and open-space aspects of the Property;
- (b) protecting natural resources and watershed values of the Property; and
- (c) permitting the Property to serve as a mitigation bank pursuant to the MBI and the Permit, as authorized pursuant to the regulations and guidelines of the United States Environmental Protection Agency (EPA) and the USACE promulgated under authority of Section 404 of the Clean Water Act (33 USC § 1344, et seq.) and Section 10 of the Rivers and Harbors Act of 1899 (33 USC § 403, et seq.). Any uses of the Property that may impair or interfere with these Purposes of the Conservation Easement are expressly prohibited.

E. The preservation of the Property is a condition of the Permit and/or MBI, required for the credits generated from the mitigation bank authorized pursuant to the Permit and/or MBI to provide compensation for unavoidable adverse impacts to waters of the United States. Grantor and Grantee agree that third-party rights of enforcement shall be held by the USACE, Fort Worth District, and any successor agencies, and that such rights are in addition to, and do not limit, the rights of enforcement under the Permit and/or MBI.

F. The following Exhibits are attached to this Conservation Easement and incorporated by reference:

Exhibit A Legal Description of the Property

Exhibit B Property Map

G. CONSERVATION VALUES. The "Conservation Values" of the Property are the following:

(a) **SOURCE WATER PROTECTION:**

The Property contains approximately 239.481 acres and includes approximately 36,295.0 linear feet of non-wetland waters of the U.S. (i.e., perennial streams, intermittent streams, ephemeral streams, impounded streams, and the Medina River).

(b.) **WILDLIFE HABITAT:**

- (i) The Property contains significant natural habitat in which fish, wildlife, plants, or the ecosystems that support them, thrive in a relatively natural condition.
- (ii) The Property contains and supports sustainable habitat for a biologically diverse collection of animals and plants.
- (iii) The San Antonio River Authority (SARA) has long been involved in protecting and improving the water quality of San Antonio's rivers. The Medina River is an important resource to the area, and SARA has produced an Upper San Antonio River Watershed Protection Plan, as

well as a Medina River Holistic Watershed Master Plan. SARA has been supportive of the Straus Medina Mitigation Bank project since its inception. The Watershed Protection Plan, as well as other proposed projects, are aimed at improving water quality and quantity within the watershed, and improving the overall quality of life for San Antonio residents.

- (iv) The Property contains natural areas including approximately 239.481 acres of perennial, intermittent, and ephemeral streams, as well as associated riparian areas and upland buffers. This includes 1,137 linear feet of perennial stream, 14,667 linear feet of intermittent stream, 6,995.4 linear feet of ephemeral stream, 6,205.2 linear feet of impoundments, and 7,290.3 linear feet of the Medina River.

(c.) **PUBLIC POLICY:**

The Property is preserved pursuant to a clearly delineated federal, state, or local conservation policy and yields a significant public benefit. Legislation, regulations, and policy statements that establish relevant public policy include, but are not limited to the following:

- * Conservation easements, as stipulated in the Texas Natural Resources Code, § 183.001(1) et seq.;
- * Protection of all wild animals as property of the State of Texas as stipulated in the Texas Natural Resources Code, § 1.011 et seq.;
- * Conservation of water resources as stipulated in the Texas Water Code, §16.016 et seq., § 16.053 et seq., § 16.054 et seq., § 26.003 et seq. and § 26.012 et seq.

Agreement:

NOW THEREFORE, for good and valuable consideration paid by Grantee, the receipt and legal sufficiency of which are hereby acknowledged by Grantor, and in consideration of the covenants, mutual agreements and conditions herein contained, Grantor has TRANSFERRED, BARGAINED, GRANTED, SOLD, CONVEYED, ASSIGNED, SET OVER and DELIVERED, and by these presents does TRANSFER, BARGAIN, GRANT, SELL, CONVEY, ASSIGN, SET OVER and DELIVER, to Grantee a conservation easement on, over, under, across, along and through the Property on the terms set forth herein, subject to the following terms, reservations, covenants, limitations and exceptions:

1. **Duration of Easement.** The Conservation Easement shall be perpetual. The Conservation Easement is an easement in gross in favor of Grantee, runs with the Property, and is enforceable in accordance with its terms by Grantee against Grantor, and Grantor's successors, assigns, lessees, agents, and licensees, generally subject, however, to (i) laws governing creditors' and debtors' rights and (ii) principles of equity.

2. **Property Description.** In addition to the metes and bounds legal description of the Property set forth in **Exhibit "A"** attached hereto, incorporated herein by reference for all purposes is the metes and bounds survey of the Property performed by a Texas Registered Professional Land Surveyor as described in said **Exhibit "A"**. In connection with the application for the Permit, Grantor has previously provided to the USACE a copy of a wetland survey map which delineates all waters of the United States, including wetlands, within the Property. In addition to the wetland survey, Grantor has also provided photographs of the Property.

3. **Present Condition of the Property.** Neither Grantor, its agents, assigns, successors, or personal representatives, nor any purchasers, lessees, or other users of the Property may use or disturb, or intentionally allow the use or disturbance of, the Property in any manner that is inconsistent with the Purposes of the Conservation Easement. The waters of the U.S. and other aquatic resources, scenic, resource, environmental, and other natural characteristics of the Property forming the specific Conservation Values of the Property, and the Property's current use and state of improvement, are described in the Baseline Documentation Report for the Straus Medina Mitigation Bank, Bexar County, Texas, SWF-2011-00271, dated September 26, 2014, prepared by Grantor (the "Baseline Documentation Report"), a copy of which is on file at the USACE and the office of Grantee, and is incorporated into this Conservation Easement by this reference. The Baseline Documentation Report is acknowledged by the Grantor and Grantee to be complete and accurate as of the date hereof. Both Grantor and Grantee have copies of this report. It will be used by the parties to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement. However, the Baseline Documentation Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use.

4. **Prohibited Activities.** Any activity on, or use of, the Property inconsistent with the Purposes of the Conservation Easement, the Permit and/or the MBI is prohibited. The Property shall be preserved in its natural, preserved, restored and/or enhanced condition and restricted from any development that would impair or interfere with the Conservation Values of the Property. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted, or reserved as indicated hereunder:

(a) **Vegetation:** There shall be no removing, destroying, cutting, trimming, mowing, shredding, burning, harming, or altering of any vegetation, or disturbing or changing in any way the natural habitat existing on the Property, except as expressly allowed in the MBI and in order to fulfill the objectives and standards thereof. Grantor may remove diseased, invasive or non-native trees, shrubs, or plants; cut and mow firebreaks and existing road rights-of-way; and remove trees, shrubs, or plants to accommodate maintenance of permitted improvements or other uses expressly permitted under the terms of this Conservation Easement. With written approval of Grantee and the USACE, Grantor may remove potentially invasive plants from the Property for habitat or other Conservation Values management purposes consistent with the intent of this Conservation Easement. Except as necessary for activities expressly permitted in this Conservation Easement, or with written permission from Grantee and the USACE, there shall be no farming, tilling, or destruction and removal of native vegetation on the Property. There shall be no planting of invasive or potentially invasive non-native plant species anywhere on the Property. Grantee will provide a list of potentially invasive species upon request. There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides on the Property, except as expressly allowed in the MBI.

(b) Predator and Nuisance Species Control: Grantor, with written approval of Grantee and the USACE, shall have the right to control, destroy, remove, and trap predatory, exotic, invasive, and problem animals that pose a material threat to people, livestock, other animals, habitat conditions, any Purposes of this Conservation Easement, or any of the Conservation Values in accordance with applicable state and federal laws and requirements.

(c) Uses: No commercial, agricultural, residential or industrial activity shall be conducted upon the Property. There shall be no storing or dumping of soil, trash, ashes, garbage, rubbish, waste, abandoned vehicles, appliances, machinery, or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Property that may negatively impact or be detrimental to the Property or to the surface or subsurface waters of the Property. Livestock animals shall not be allowed on the Property. Any right of passage for any activity or use set forth in this paragraph is also prohibited.

(d) Subdivision: The Property may not be further divided, subdivided, or partitioned.

(e) Topography: There shall be no change in the topography of the Property except as expressly provided in the MBI. There shall be no surface mining, filling, excavating, grading, tilling, dredging, mining or drilling upon the Property, and there shall be no removing of topsoil, peat, sand, gravel, rock, minerals or other materials from the Property except to restore natural topography or drainage patterns.

(f) Soil or Water Degradation: There shall be no use of, or the conducting of any activity on, the Property that causes or is likely to cause soil degradation, erosion, depletion or pollution of, or siltation on, any surface or subsurface waters of the Property, and there shall be no change to the surface or subsurface hydrology of the Property in any manner. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding, or related activities, or altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. In addition, diverting, or, to the extent in Grantor's control, intentionally causing or permitting the diversion of, surface or underground water into, within or out of the Property by any means, removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited. It is understood that with respect to the prohibited activities set forth in this Section 4(f), Grantor may not and will not engage in any such prohibited activities on the Property.

(g) Construction: There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier, landing, dock, game-proof high fencing or any other temporary or permanent structure or facility or any other man-made structures on the Property except in connection with the repair, maintenance, or replacement (but not expansion) of any structures and other improvements located on the Property as of the Effective Date of this Agreement. However, Grantor shall have the right to maintain, renovate, and repair existing buildings, structures, fences, pens, wells, dams and reservoirs, utilities, soft-surface roads, and other improvements described in the Baseline Documentation Report, and in the event of their damage or destruction, to repair and reconstruct any such existing improvement with another of similar size, function, capacity, location, and material.

(h) Roads: There shall be no construction of roads, trails, or walkways on the Property; nor any enlargement, widening, improvement or modification to any existing roads, trails, or walkways or any other rights of way on the Property. Maintenance and repair of existing roads, trails, walkways and other rights of way on the Property shall be limited to removal of dead vegetation, necessary pruning or removal of obstructing trees and plants, repair of damage thereto and/or application of permeable materials (e.g., sand, gravel, and crushed stone) as necessary to correct or prevent erosion.

(i) Waters: There shall be no polluting, altering, manipulating, depleting or extracting of surface or subsurface water (including, but not limited to, ponds, creeks or other water courses) or any other water bodies on the Property, and there shall be no conducting, or (to the extent in Grantor's control) intentionally allowing any entity or person to conduct, activities on the Property that would be detrimental to water purity or that alter the natural water level or flow in or over the Property (including, but not limited to, damming, dredging or construction in any free flowing water body, nor any manipulation or alteration of natural water courses, fresh water lake and pond shores, marshes or other water bodies). It is understood that with respect to the prohibited activities set forth in this Section 4(i), Grantor may not and will not engage in any such prohibited activities on the Property. All commercial sales, leases, or other conveyances by Grantor of surface or subsurface water or water rights owned or held by Grantor are prohibited, except in connection with any transfer, pledge, mortgage or other conveyance of fee title to the Property (or any portion thereof), which shall be subject to this Conservation Easement.

(j) Vehicles: Use of vehicles shall be limited to access to the site for monitoring, maintenance, fire protection/emergency action, or other approved activities, as specified in the MBI or this Conservation Easement, or both; otherwise, off road vehicular access is expressly prohibited.

(k) Easements: There shall be no voluntary granting or conveying of any easements on, over, under, across, along or through the Property, including, but not limited to, access easements and utility easements; provided, however, that pursuant to the Conservation Easement and in order to access the Property to take such actions which are consistent with the Conservation Easement and the Permit, Grantee and the USACE have the right of pedestrian and vehicular ingress and egress over and across the Property, subject to and in accordance with this Conservation Easement.

(l) Signage: Construction or placement of any signs, billboards or other advertising displays on the Property is not permitted, except that signs whose placement, number, and design do not significantly diminish the scenic character of the Property may be placed to state the name and address of the Property and the names of persons living on the Property, to advertise or regulate permitted on-site activities, to advertise the Property for sale or rent, to post the Property to control unauthorized entry or use, or to identify the Property as being protected by this Conservation Easement and/or as a mitigation bank.

(m) Development Rights: No development rights that have been encumbered or extinguished by this Conservation Easement granted herein shall be transferred pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

(n) Hunting: Grantor and Grantor's lessees and guests may conduct hunting, fishing or trapping activities in accordance with applicable federal, state and local laws and restrictions that conform to terms of this Conservation Easement and the Permit and the MBI. Grantor may expressly construct hunting blinds, the size, design, location, and number of which shall be subject to Grantee's prior written approval. No non-native animal species may be introduced to the Property.

(o) Dumping: There shall be no dumping or storing of any material, such as trash, rubbish, wastes, ashes, sewage, garbage, scrap material, sediment discharges, oil and petroleum by-products, leached compounds, toxic materials or fumes, or any "hazardous substances" (as hereinafter defined). For the purposes of this paragraph, the phrase "hazardous substances" shall be defined as in the federal Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et seq.) and/or a substance whose manufacture, processing, distribution in commerce, use, possession, or disposal is banned, prohibited, or limited pursuant to the federal Toxic Substances Control Act (15 U.S.C. 2601 et seq.).

(p) Oil, Gas, and Other Minerals: To the extent that Grantor may control (i) development of oil, gas, and other minerals on, and (ii) the use of the surface or subsurface waters of, the Property, use of the surface of the Property or use of any water on or below the Property for such development is prohibited. This does not prohibit Grantor's participation in pooling arrangements otherwise consistent with this Section that involve no surface operations of any kind on the Property.

(q) Other Prohibitions: Any other use of, or activity on, the Property which is or may become inconsistent with the Purposes of the Conservation Easement, the preservation of the Property in its natural, preserved, enhanced and/or restored condition, or the protection of the Conservation Values, is prohibited.

5. Rights Reserved to Grantor. The Grantor expressly reserves for itself, its successors and assigns, all ownership rights in and to the Property that are not prohibited by or inconsistent with this Conservation Easement, including, but not limited to, the right to quiet enjoyment of the Property, the rights of ingress and egress with respect to the Property, the right to fence the Property with fencing that allows passage of white-tailed deer and other native wildlife, and to prohibit public access thereto, and the right to sell, transfer, gift or otherwise convey the Property, in whole or in part, provided such sale, transfer, or gift conveyance is subject to the terms of, and shall specifically reference, the Conservation Easement. Except as may be expressly provided otherwise herein, the Conservation Easement in no way limits, restricts or affects any property of Grantor other than the Property, including without limitation, any property adjacent to, surrounding or near the Property. The rights conveyed by this Conservation Easement do not constitute a conveyance of a fee interest in the Property, nor of any of the mineral or water rights therein and thereunder. The rights retained by Grantor as set forth in this Section 5 are referred to hereinafter as the "Reserved Rights".

6. Rights of Grantee. Grantee or its authorized representatives, successors, and assigns, and the USACE, shall have the right to enter the Property at all reasonable times for the purpose of inspecting the Property to determine if the Grantor or any of its successors and assigns is complying with the terms, conditions, restrictions, and Purposes of the Conservation

Easement. The easement rights granted herein do not include any public access rights. Grantee shall indemnify, defend and hold harmless Grantor and its affiliates, partners, members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them from and against any and all liability, loss, cost or damage arising out of or in connection with Grantee's exercise of its rights under the Conservation Easement. Nothing construed herein shall constitute an agreement by USACE to indemnify, defend or hold harmless either Party, or any of the above-listed parties, from and against any liability, loss, cost or damage.

7. **Liens and Taxes.** Except for the lien of taxes not yet due and payable, and liens created in connection with the financing or re-financing of the Property or any portion thereof (which financing and re-financing liens shall be subordinate to this Conservation Easement), Grantor shall keep the Property free of any and all liens created by or through Grantor, including, without limitation, liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. If any prohibited lien as described in the immediately preceding sentence attaches to the Property, Grantor shall cause the same to be discharged of record (by bonding or otherwise) within thirty (30) days after Grantor receives written notice of such lien. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, and shall upon written request by Grantee furnish Grantee with satisfactory evidence of payment; provided, however, that the foregoing shall not limit or affect Grantor's right to contest or appeal any such taxes, assessments, fees or charges in accordance with the procedures applicable thereto. Grantee shall not do or permit to be done any act or omission which results in a lien or claim of lien being filed against the Property or any portion thereof, or Grantee's interest in this Conservation Easement, and Grantee shall have no authority, express or implied, to create any lien, charge or encumbrance upon the interest of Grantor in or to the Property. If any prohibited lien as described in the immediately preceding sentence attaches to the Property or Grantee's interest in this Conservation Easement, then Grantee shall cause the same to be satisfied and removed from record within thirty (30) days after Grantee receives written notice of such lien. Nothing in this Section 7 is intended by Grantor or Grantee to limit the perpetual nature of this Conservation Easement in accordance with its terms.

8. **Enforcement.** In the event of a breach of this Conservation Easement by Grantor, the Grantee, any third party or any third party working for or under the direction of Grantor or the Grantee, the Parties and the USACE shall be notified immediately. If USACE becomes aware of a breach of this Agreement, USACE will notify the Grantee and Grantor of the breach.

In the event Grantor, or any third-party as a result of acting at the direction of Grantor, breaches any term or condition of the Conservation Easement ("Grantor Breach"), Grantor shall have thirty (30) days after receipt of such notice of a Grantor Breach to undertake actions that are reasonably calculated to correct the conditions constituting such Grantor Breach. If the conditions constituting the Grantor Breach are corrected in a timely and reasonable manner, no further action shall be warranted or authorized. If the conditions constituting the Grantor Breach are such that more than thirty (30) days are required to cure the Grantor Breach, Grantor shall not be in default hereunder if Grantor undertakes the cure of such Grantor Breach during the thirty (30) day period following notice of the Grantor Breach and diligently pursues the cure of the

Grantor Breach to completion. In the event of a Grantor Breach, if Grantor fails to initiate such corrective action within thirty (30) days or fails to complete the necessary corrective action in accordance herewith, the Grantee may enforce the Conservation Easement by appropriate legal proceedings, including an action for damages, injunctive and other relief. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive relief or other appropriate relief against any individual or entity involved in a Grantor Breach if such Grantor Breach is materially impairing or would irreversibly or otherwise materially impair the benefits to be derived from the Conservation Easement. Grantor and the Grantee acknowledge that under such circumstances, damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with the Conservation Easement. The reasonable costs of a Grantor Breach of this Conservation Easement, and the reasonable costs of any correction or restoration resulting therefrom, including the Grantee's reasonable expenses, court costs and attorney's fees, actually incurred by Grantee shall be paid by Grantor. The USACE shall have the same right to enforce the terms and conditions of the Conservation Easement as the Grantee.

In the event the terms of this Conservation Easement are violated or breached other than in connection with a Grantor Breach, the Grantor may, but is not required to, allow the Grantee to join in any suit, to assign the Grantor's right of action to the Grantee, or to appoint the Grantee as the Grantor's attorney-in-fact, for the purposes of pursuing an enforcement action, suit for damages or other appropriate relief against the responsible parties, including, without limitation (but without limiting Grantee's rights in the immediately preceding paragraph with respect to a Grantor Breach), immediately obtaining, without notice, a temporary restraining order, injunctive relief or other appropriate relief against any individual or entity in breach of the Conservation Easement's terms and conditions if such breach of the Conservation Easement is materially impairing or would irreversibly or otherwise materially impair the benefits to be derived from the Conservation Easement. Grantor and Grantee acknowledge that under such circumstances, damage to the Grantor would be irreparable and remedies at law will be inadequate. Grantee's participation in, or conduct or control of, any of the foregoing actions, proceedings or matters shall be at the sole cost of Grantee.

Any forbearance or failure on the part of the Grantor, Grantee or the USACE, as applicable, to exercise its rights in the event of a violation shall not be deemed or construed to be a waiver of any of Grantor's, Grantee's or the USACE's respective rights hereunder. Nor shall forbearance or failure to enforce any covenant or provision hereof discharge or invalidate such covenant or provision or any other covenant, condition, or provision hereof or affect the respective right to the Grantor, the Grantee or the USACE to enforce the same in the event of a subsequent breach or default.

Nothing contained in this Conservation Easement shall be construed to entitle the Grantee or the USACE to bring any action against Grantor for any injury to or damage of the Property or any portion thereof, or for a violation of this Conservation Easement, resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fires, floods, storms, or natural earth movement, or Grantor's well-intentioned action in response to emergency conditions to prevent, abate, or mitigate significant injury to

life, damage to property or harm to the Property resulting from any of such causes. Further, notwithstanding anything to the contrary contained in this Conservation Easement, (i) IN NO EVENT SHALL GRANTOR BE LIABLE TO GRANTEE OR THE USACE IN ANY MANNER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, and (ii) no violation or breach of this Conservation Easement shall result in a forfeiture or reversion of title in or to the Property or any portion thereof.

9. **Duration.** The burdens of this Conservation Easement shall run with the Property and shall be enforceable in accordance with its terms against Grantor and all future interests in and to the Property in perpetuity, generally subject, however, to (i) laws governing creditors' and debtors' rights and (ii) principles of equity. Grantor agrees that the future transfer or conveyance of any interest in or to the Property shall at all times be subject and subordinate to the terms, conditions, restrictions and Purposes of the Conservation Easement and a reference to this Conservation Easement shall be included in each instrument of transfer or conveyance of any interest in or to the Property from and after the Effective Date; provided, however, that nothing in this Conservation Easement shall be construed to in any way limit Grantor's ability to freely sell, convey, assign, lease, mortgage, pledge or otherwise transfer the property interests and rights of the Property (or any portion thereof) to any other person or entity subject to the terms herein.

10. **General Provisions.**

(a) **Notices.** Any notice, request for approval, or other communication required under this Conservation Easement shall be sent by registered or certified mail, postage prepaid, to the following addresses (or such address as may be hereafter specified by notice pursuant to this paragraph):

To Grantor: TCP III Straus Medina, LLC
c/o Timbervest, LLC
3715 Northside Parkway NW, STE 2-500
Atlanta, Georgia 30327

To Grantee: Texas Land Conservancy
P.O. Box 162481
Austin, Texas 78716

To the USACE:

Regulatory Branch
Fort Worth District
U.S. Army Corps of Engineers
P. O. Box 17300
Fort Worth, Texas 76102

(b) **Severability.** In the event any provision of this Conservation Easement is determined by the appropriate court to be void and unenforceable, all remaining terms shall remain valid and binding.

(c) Agreement Binding. The terms, covenants, and conditions of this Conservation Easement shall be binding upon and shall inure to the benefit of Grantor, Grantee and their respective executors, administrators, heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, Grantee not may assign or transfer (by operation of law or otherwise), in whole or in part, (i) this Conservation Easement, or (ii) any rights or interests in this Conservation Easement, without the prior written approval of Grantor and the USACE, which approval shall not be unreasonably withheld.

(d) Warranty. Grantor warrants, covenants, and represents that it owns the surface interest in the Property in fee simple and has good right to grant and convey this Conservation Easement pursuant to and in accordance with the terms and conditions hereof. Grantor further warrants that Grantee shall have the use of and shall enjoy the benefits derived from and arising out of this Conservation Easement with respect to the Property, and that Grantor will warrant and defend title to the Property against all persons lawfully claiming by, through or under Grantor, but not otherwise.

(e) Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument that transfers any interest in all or any portion of the Property. Grantor agrees to provide written notice of such transfer at least thirty (30) days prior to the date of the transfer. Grantor and Grantee agree that the terms of the Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall not be amended, modified or terminated without the prior written consent and approval of the USACE. Grantor agrees to pay Grantee an administrative fee of ONE HUNDRED DOLLARS (\$100.00) upon the transfer of any property interest in the Property. Grantee at its discretion may waive payment of the administrative fee if it receives notice of the transfer prior to such event. The failure of Grantor to perform any duty required in this Section shall not affect the enforceability of this Conservation Easement in accordance with its terms, including its perpetual duration. A party's rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer, but no transferor shall be liable for any act or omission occurring from or after such transfer.

(f) Assignment or Transfer. The parties recognize and agree that the benefits of the Conservation Easement are in gross and assignable by the Grantee; provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns the Conservation Easement, the organization receiving the interest will be a qualified holder under applicable state and federal law. The Grantee further covenants and agrees that the written terms of the transfer or assignment will be such that (i) the transferee or assignee will be required to continue in perpetuity the Purposes described in this Conservation Easement in accordance with the terms and conditions hereof, and (ii) the Grantee shall transfer to the assignee or transferee stewardship funds in the amount of \$47,628 paid to Grantee in connection with this Conservation Easement. Grantee agrees to give written notice and request for consent to assignment to Grantor at least sixty (60) days prior to the date of such proposed assignment, and the consent of Grantor shall be required in each instance for any assignment to be effective, which consent shall not be unreasonably withheld. If Grantor fails to respond to Grantee's request for consent within thirty (30) days of receipt of such request, Grantor shall be deemed to have consented to such request.

(g) Obligations of Ownership. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Nothing herein shall relieve the Grantor of the obligation to comply with any federal, state, or local laws, regulations and permits that may apply to the Property in connection with the exercise by Grantor of the Reserved Rights.

(h) Extinguishment. In the event that changed conditions render impossible the continued use of the Property for the Purposes as contemplated herein, the Conservation Easement may only be extinguished, in whole or in part, by judicial proceeding in any court of competent jurisdiction.

(i) Eminent Domain. Whenever all or any part of the Property is taken in the exercise of eminent domain, or transferred in lieu of such taking, Grantor and Grantee shall join in appropriate actions at the time of such taking or transfer in lieu to recover the full value of the interests in the Property so taken or transferred in lieu, including without limitation all mitigation credit values for the credits authorized in the MBI (whether sold or unsold), and all other incidental and direct damages due to such taking or transfer in lieu (collectively, "Proceeds"). Notwithstanding Section 10(h) hereof, if all or any part of the Property is so taken, or so transferred in lieu thereof, (i) so as to render impossible the continued use of the Property for the Purposes of this Conservation Easement, or (ii) so that by operation of applicable law, pursuant to applicable law or by the express terms of such taking or transfer in lieu, this Conservation Easement is terminated by such taking or transfer in lieu, then this Conservation Easement shall terminate and be extinguished upon the consummation of such taking or transfer in lieu as to the portion of the Property so affected.

(j) Proceeds. The Conservation Easement constitutes a real property interest immediately vested in Grantee. In the event of any taking in the exercise of eminent domain, or any transfer in lieu of such taking, from time to time as described in Section 10(i) above, the Proceeds shall be distributed to Grantor and Grantee in the following manner until such Proceeds are exhausted:

(i) First, to Grantor in an amount equal to the number of authorized mitigation credits and values (whether sold or unsold) lost or damaged by the taking or in lieu purchase, regardless of the portion of the Property to which such credits or values may be allocated or allocable, or from which such credits or values may derive, times the Per Credit Value (as defined below);

(ii) Second, if and to the extent this Conservation Easement is terminated and extinguished as a result of such taking or in lieu transfer, to Grantee in an amount not to exceed (I) the current market value of the Property unencumbered with this Conservation Easement, less (II) the current market value of the Property encumbered with this Conservation Easement, multiplied by (III) a fraction, the numerator of which is the area expressed in acres of those portions of the Property subject to such taking or in lieu transfer, and the denominator of which is the area expressed in acres of the Property; provided, however, that Grantee shall use and apply its share of any Proceeds in a manner consistent with the Purposes of this Conservation Easement; and

(iii) Last, all remaining Proceeds to Grantor.

The "Per Credit Value" shall be determined by using the per mitigation credit value from the most recent sale of mitigation credits; provided, however, that if no sale of mitigation credits has occurred in the preceding 2 years, the Per Credit Value shall be determined by appraisal (which, if applicable, shall also include and account for the value of previously sold mitigation credits and values lost or affected by such taking or in lieu transfer). The current market value of the Property as encumbered, and as unencumbered, by this Conservation Easement for purposes of subparagraph (ii) above shall be determined by appraisal, which may be separate from or part of any appraisal conducted to determine the Per Credit Value, as determined by Grantor. All appraisals required for calculating values under this Section 10(j) shall be obtained at the sole cost and expense of Grantor.

Nothing herein shall constitute a grant of, or create any vested interest in, real property or any Proceeds to or in favor of the USACE.

(k) Failure of Grantee. If at any time Grantee is unable or fails to enforce the Conservation Easement in a manner that threatens the Conservation Values, or fails more than once during any calendar year to obtain the consent of the USACE as required herein, or if Grantee ceases to be a qualified grantee, and if within a reasonable period of time after the occurrence of any of such events, Grantee fails to cure the same or to make an assignment of its interest pursuant to the Conservation Easement, as applicable, then Grantee's interest shall become vested in another qualified grantee acceptable to Grantor in accordance with and as provided by an appropriate and final, non-appealable proceeding in a court of competent jurisdiction.

(l) Amendment. This Conservation Easement may be amended, but only in a writing signed by the parties hereto and recorded in the official deed records of the County Clerk of Bexar County, Texas; provided, however, that such amendment does not affect the qualification of the Conservation Easement or the status of the Grantee under any applicable laws, is consistent with the Purposes of this Conservation Easement, does not conflict with the Permit or the MBI, is consistent with the Permit and the MBI, does not affect the ability of the Property to be used as a mitigation bank pursuant to the Permit and the MBI, does not diminish the Conservation Values of the Property, and does not convey private inurement or impermissible private benefit to any person. Notwithstanding the foregoing, for purposes of this Conservation Easement, the parties acknowledge and agree that nothing contained in, and no amendment or modification to this Conservation Easement necessary or appropriate in connection with any amendment, modification or other change to, the Permit or the MBI, or both, including without limitation matters related to the authorization, release, generation or sale of mitigation credits, conveys private inurement or impermissible private benefit to Grantor or any other person. Notice of each amendment shall be provided to the USACE.

(m) The parties acknowledge that Grantee has no possessory rights in the Property, nor any responsibility or right to control, maintain, or keep up the Property. Subject to the final paragraph of Section 8 hereof, if Grantee is ever required by a court to pay damages, costs, or fees resulting from personal injury, property damage, governmental regulatory actions, or the presence of polluting substances that occur on the Property, Grantor shall indemnify and

reimburse Grantee for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself, except to the extent that any such loss, cost or damage is determined by a court to have been caused by the negligence or willful misconduct of Grantee or its employees, contractors, agents or invitees. If Grantor is ever required by a court to pay damages, costs, or fees resulting from personal injury, property damage, governmental regulatory actions, or the presence of polluting substances that occur on to the Property, that are determined by a court to have been caused by the negligence or willful misconduct of Grantee or its employees, contractors, agents or invitees, Grantee shall indemnify and reimburse Grantor for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself. Nothing construed herein shall constitute an agreement by USACE to indemnify, defend or hold harmless either party, or any of the above-listed parties, from and against any liability, loss, cost or damage.

(n) Governing Law. This Conservation Easement will be construed in accordance with the laws of the State of Texas and applicable federal laws.

(o) Entire Agreement. This Conservation Easement, including each of the Exhibits hereto listed in Recital F hereof, and together with the applicable portions of the other documents or agreements referenced herein (if any), constitute the entire agreement of the parties with respect to the subject matter hereof.

(p) Effective Date. The "Effective Date" of this Conservation Easement is the date it is recorded in the official deed records of the County Clerk of Bexar County, Texas.

TO HAVE AND TO HOLD the Conservation Easement for the purposes herein described, subject, however, to the matters, terms and conditions herein set forth and to all matters of record with respect to the Property, unto Grantee, its successors and assigns, forever; and, subject to the matters, terms and conditions herein set forth and to all matters of record with respect to the Property, Grantor does hereby bind itself, its successors and assigns to warrant and defend this Conservation Easement and the rights granted herein, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

ALL OF THE FOREGOING BEING SUBJECT TO THE FOLLOWING:
NOTWITHSTANDING anything to the contrary contained in this Conservation Easement:

(a) Grantee acknowledges that Grantor does not hold title to (i) the mineral fee or royalty interests in the Property (collectively, the "Mineral Rights"), or (ii) certain of the surface and subsurface waters or water rights or interests in or associated with the Property (such titles, rights and interests not held by Grantor, collectively, the "Water Rights"), and that such Mineral Rights and Water Rights are held by one or more third parties; provided, however, that Grantor agrees that it shall not enter into voluntary modifications, amendments, extensions, or other alterations of any instruments relating to or evidencing the Mineral Rights or the Water Rights without the prior written approval and consent of the Grantee;

(b) This Conservation Easement and the granting hereof by Grantor to Grantee, and all provisions, terms and conditions of this Conservation Easement (including without limitation

each and every warranty, covenant, prohibition and limitation contained in this Conservation Easement), are expressly made subject to: (i) the Mineral Rights and the Water Rights, (ii) all matters of record with respect to the Property, (iii) the exercise of existing, recorded rights of others as of the Effective Date, and (iv) the other provisions, terms and conditions of this Conservation Easement, whether or not actually set forth in (or set forth differently or to a lesser extent in) this Conservation Easement or any such provision, term or condition hereof;

(c) Without limiting the generality of Section 5 above: (i) Grantor specifically reserves any and all activities and uses described in or contemplated by the MBI (which shall be deemed a part of and included in the "Reserved Rights" of Grantor as described and defined in said Section 5), and (ii) it is expressly agreed by all parties (including without limitation the USACE) that such activities and uses when conducted consistent with the MBI are not in violation of this Conservation Easement or its Purposes, do not adversely affect the Conservation Values of the Property, and shall not require the consent or approval of Grantee or any other party (including without limitation the USACE) prior to, or otherwise in connection with, taking or refraining from taking any and all such activities and uses. Should any provision of this Conservation Easement conflict with or contradict either or both of the MBI or the Permit, the MBI or the Permit, or both, as applicable, shall control, although in the event a provision in this Conservation Easement has greater requirements than the MBI and the Permit, Grantor shall comply with this Conservation Easement unless doing so would violate either or both of the MBI or the Permit, as applicable; and

(d) Any consent or approval of Grantee required under this Conservation Easement shall not be unreasonably withheld, conditioned or delayed, unless otherwise expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

EXECUTED And DELIVERED to be effective as of the Effective Date.

GRANTOR:

TCP III Straus Medina, LLC

By: TCP III Holdings, LLC, its Manager

By: Timbervest Crossover Partners III, L.P., its Manager

By: Timbervest, LLC, as Manager

By: [Signature]
Name: Carolee Jones, Manager

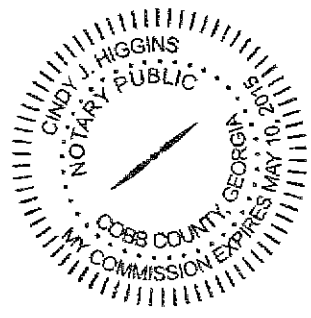
STATE OF GEORGIA

§
§
§

COUNTY OF FULTON

Before me, the undersigned authority, on this day personally appeared Carolee Jones, a manager of Timbervest, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as manager of Timbervest, LLC, as manager for Timbervest Crossover Partners III, L.P., as manager of TCP III Holdings, LLC, as manager of TCP III Straus Medina, LLC, for the consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 29th day of October, 2014.



[Signature]
Notary Public, State of Georgia

My commission expires on: May 10, 2015

[NOTARY SEAL]

[Signature page to Conservation Easement Agreement; signatures continue on next page.]

[Signature page to Conservation Easement Agreement]

GRANTEE:

Texas Land Conservancy

By: *MA*
Mark Steinbach, Executive Director

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared Mark Steinbach, the Executive Director of Texas Land Conservancy, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for and on behalf of Texas Land Conservancy, for the consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 31 day of October, 2014.

Paul J. [Signature]
Notary Public, State of Texas

My commission expires on: 12.30.2017



[NOTARY SEAL]

[End of signatures.]

After recording return to:

TCP III Straus Medina, LLC
c/o Timbervest, LLC
3715 Northside Parkway NW, STE 2-500
Atlanta, Georgia 30327

Exhibit A
to
Conservation Easement Agreement

Legal Description of the Property

[See attached.]



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR
CONSERVATION EASEMENT TRACT 1

A 14.351 acre, or 625,137 square feet more or less, easement tract located on a 729.582 acre tract described in deed to TCP III Straus Medina, LLC recorded in Volume 15212, Pages 1628-1643 of the Official Public Records of Real Property of Bexar County, Texas, out of the Rafael Alderite Survey No. 12, Abstract 21, County Block 4320 and the Gil Rodriguez Survey No. 11, Abstract 615, County Block 4319, both of Bexar County, Texas. Said 14.351 acre easement tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING: At a found MAG nail in concrete rip-rap with washer stamped "Pape-Dawson", on the east right-of-way line of WT Montgomery Road, (formerly known as Montgomery Road); an 86-foot public right-of-way, being 6,857 feet south of the south right-of-way line of U.S. Highway 90 West, at the westernmost northwest corner of said 729.582 acre tract and the southwest corner of a 610.544 acre tract described in deed to Luckey Ranch Global Associates recorded in Volume 12452, Pages 419-428 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: S 89°49'08" E, with the north line of said 729.582 acre tract and the south line of said 610.544 acre tract, a distance of 60.50 feet to a set ½" iron rod with cap marked "Pape-Dawson" and the POINT OF BEGINNING for the herein described easement tract;

THENCE: S 89°49'08" E, continuing with the north line of said 729.582 acre tract and the south line of said 610.544 acre tract, a distance of 158.84 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Departing the north line of said 729.582 acre tract and the south line of said 610.544 acre tract, over and across said 729.582 acre tract the following bearings and distances:

S 45°46'04" E, a distance of 827.80 feet to a set ½" iron rod with cap marked "Pape-Dawson";

14.351 Acres
Conservation Easement Tract 1
Job No: 9371-13

S 83°46'43" E, a distance of 760.86 feet to a set ½" iron rod with cap marked "Pape-Dawson" on a northwest line of a 3.759 acre access easement surveyed concurrently as Access Easement A, being that same 3.759 acre access easement recorded in Volume 16389, Pages 1314-1337 of the Official Public Records of Real Property of Bexar County, Texas, for a northeast corner of the herein described easement tract;

THENCE: Over and across said 729.582 acre tract, with northwest, west and north lines of said Access Easement A, the following bearings and distances:

Along a non-tangent curve to the left, said curve having a radius of 190.00 feet, a central angle of 40°54'28", a chord bearing and distance of S 23°26'42" W, 132.79 feet, for an arc length of 135.66 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 02°59'28" W, a distance of 118.96 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 83°09'02" E, a distance of 8.00 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 06°50'58" W, a distance of 71.18 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 56°35'40" W, a distance of 32.31 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 73°39'38" W, a distance of 110.59 feet to a set ½" iron rod with cap marked "Pape-Dawson";

Along a tangent curve to the left, said curve having a radius of 398.45 feet, a central angle of 19°08'05", a chord bearing and distance of N 83°13'40" W, 132.45 feet, for an arc length of 133.07 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 87°12'17" W, a distance of 117.74 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 89°34'22" W, a distance of 410.06 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 59°20'58" W, departing said north line of said Access Easement A, a distance of 224.75 feet to a set ½" iron rod with cap marked "Pape-Dawson";

14.351 Acres
Conservation Easement Tract 1
Job No: 9371-13

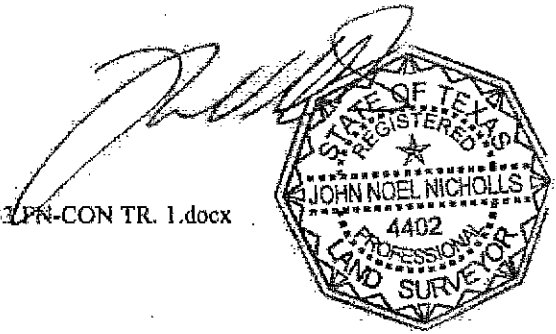
THENCE: N 46°43'57" W, a distance of 700.11 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the east line of a 1.666 Acre, 14-foot wide Electric Easement described in Volume 16389, Pages 1314-1337 of the Official Public Records of Real Property, Bexar County, Texas;

N 00°01'19" E, with the east line of said Electric Easement, a distance of 227.04 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 44°39'29" E, departing the east line of said Electric Easement, a distance of 121.58 feet to a set ½" iron rod with cap marked "Pape-Dawson";

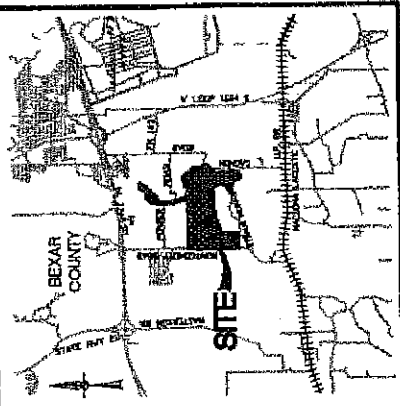
THENCE: N 45°20'31" W, a distance of 54.70 feet to the POINT OF BEGINNING, and containing 14.351 acres in Bexar County, Texas. Said easement tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9371-13 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: December 6, 2013, December 31, 2013.
JOB NO. 9371-13
DOC. ID. N:\Survey\13\13-9300\9371-13\Word\9371-13 PR-CON TR. 1.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00



TOGETHER WITH:

A-5



LOCATION MAP
NAD83 COORDINATE SYSTEM
NOT TO SCALE

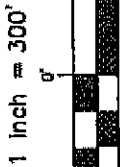
LINE	BEARING	LENGTH
L1	S89°49'08"E	158.84'
L2	S45°46'04"E	827.80'
L3	S83°48'43"E	760.88'
L4	S02°59'28"W	118.95'
L5	S83°09'02"E	8.00'
L6	S06°50'59"W	71.18'
L7	S56°39'40"W	32.31'
L8	N73°39'36"W	110.59'
L9	S87°12'17"W	117.74'
L10	N88°34'22"W	410.06'
L11	N59°20'58"W	224.75'
L12	N48°43'57"W	700.11'
L13	N00°01'19"E	227.04'
L14	N44°39'29"E	121.58'
L15	N45°20'31"W	54.70'

LEGEND:

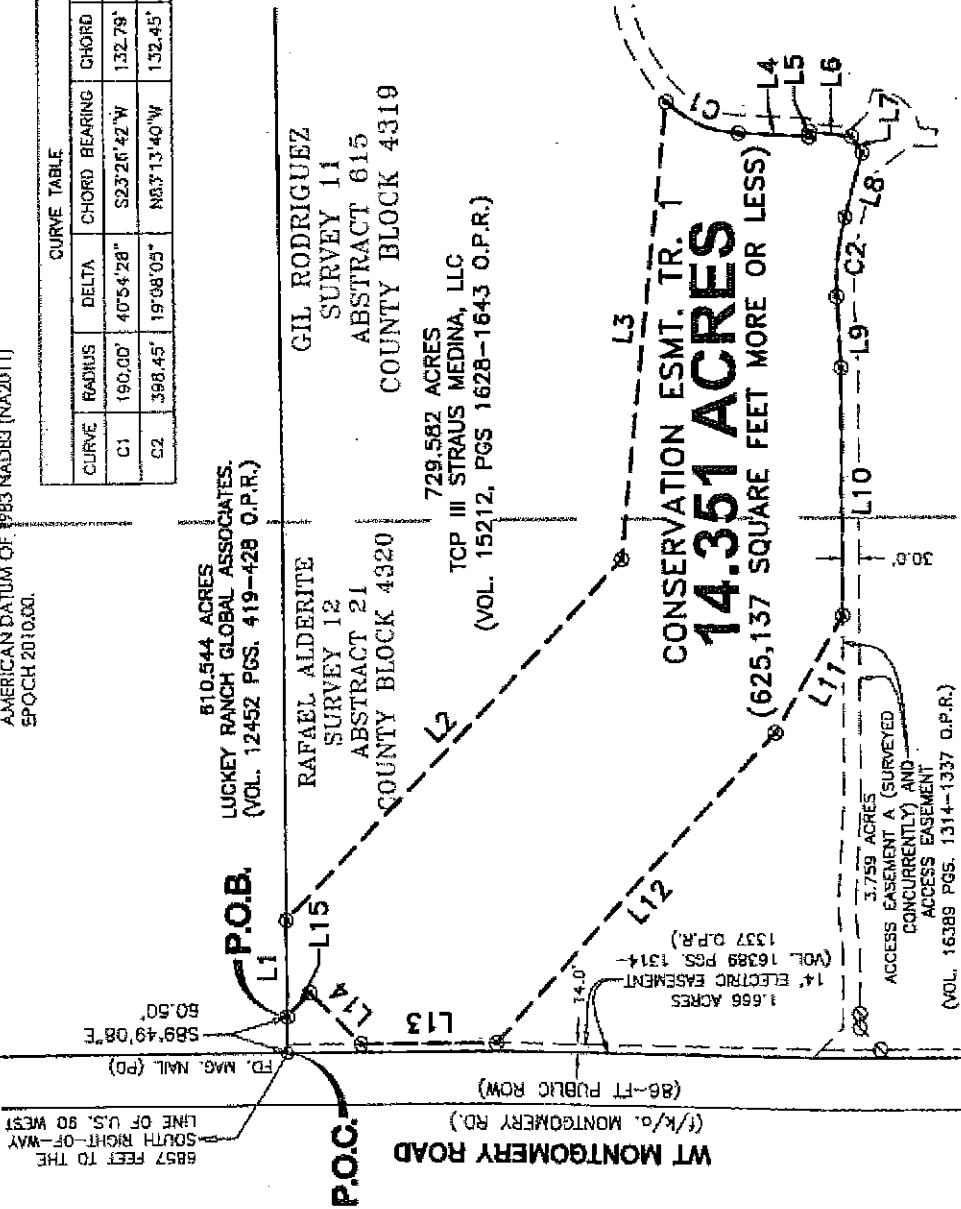
- DR DEED RECORDS OF BEAR COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF BEAR COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF BEAR COUNTY, TEXAS
- FIR FOUND 1/2" IRON ROD
- ⊙ SET 1/2" IRON ROD (P.D)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00.



CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	190.00'	40°54'28"	S23°26'42"W	132.79'	135.86'
C2	398.45'	19°08'03"	N83°13'40"W	132.45'	133.07'



PAPE-DAWSON ENGINEERS

500 EAST RAUBER | 501 ANTONIO TEXAS 78215 | PHONE: 210.378.9000
 FAX: 210.378.9100
 THIS OFFICE OF PROFESSIONAL ENGINEERS AND SURVEYORS # 470
 HAS A BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS FOR THE STATE OF TEXAS
 Copyright © 2013 Pape-Dawson Engineers, Inc. All Rights Reserved.

EXHIBIT OF
 CONSERVATION EASEMENT TRACT I
 A 14.351 ACRE, OR 625,137 SQUARE FEET MORE OR LESS, EASEMENT TRACT LOCATED ON A 729.582
 ACRE TRACT DESCRIBED IN DEED TO TCP III STRAUS MEDINA, LLC RECORDED IN VOLUME 15212,
 PAGES 1628-1643 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEAR COUNTY,
 TEXAS, OUT OF THE RAFAEL ALDERITE SURVEY NO. 12, ABSTRACT 21, COUNTY BLOCK 4320 AND
 THE GIL RODRIGUEZ SURVEY NO. 11, ABSTRACT 615, COUNTY BLOCK 4319, BOTH OF BEAR
 COUNTY, TEXAS.

DECEMBER 6, 2013, DECEMBER 31, 2013

JOB No.: 9371-13
 SHEET 4 OF 4



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES

FOR

CONSERVATION EASEMENT TRACT 2

A 0.735 acre, or 31,995 square feet more or less, easement tract located on a 729.582 acre tract described in deed to TCP III Straus Medina, LLC recorded in Volume 15212, Pages 1628-1643 of the Official Public Records of Real Property of Bexar County, Texas, out of the Gil Rodriguez Survey No. 11, Abstract 615, County Block 4319 of Bexar County, Texas. Said 0.735 acre easement tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING: At a found MAG nail in concrete rip-rap with washer stamped "Pape-Dawson", on the east right-of-way line of WT Montgomery Road (formerly known as Montgomery Road), an 86-foot public right-of-way, being 6,857 feet south of the south right-of-way line of U.S. Highway 90 West, at the westernmost northwest corner of said 729.582 acre tract and the southwest corner of a 610.544 acre tract described in deed to Luckey Ranch Global Associates recorded in Volume 12452, Pages 419-428 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: S 42°50'09" E, over and across said 729.582 acre tract, a distance of 1333.69 feet to a set ½" iron rod with cap marked "Pape-Dawson" and the POINT OF BEGINNING for the herein described easement tract on a south line of that 3.759 acre easement tract recorded in Volume 16389, Pages 1314-1337, of the Official Public Records of Real Property of Bexar County, Texas, also being surveyed concurrently as Access Easement A;

THENCE: With south, southwest and west lines of said Access Easement A the following bearings and distances:

S 89°34'22" E, a distance of 220.90 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 87°12'17" E, a distance of 118.58 feet to a set ½" iron rod with cap marked "Pape-Dawson";

Along a tangent curve to the right, said curve having a radius of 368.45 feet, a central angle of 19°08'05", a chord bearing and distance of S 83°13'40" E, 122.48 feet, for an arc length of 123.05 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 73°39'38" E, a distance of 83.46 feet to a set ½" iron rod with cap marked "Pape-Dawson";

Page 1 of 3

SAN ANTONIO / AUSTIN
HOUSTON / FORT WORTH

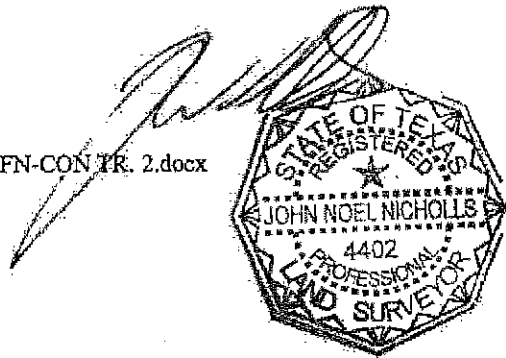
555 East Ramsey San Antonio, Texas 78216
P 210.375.9000 F 210.375.9010 www.pape-dawson.com

A-6

0.735 Acres
Conservation Easement Tract 2
Job No: 9371-13

- S 35°38'19" E, a distance of 78.78 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- S 02°23'00" W, a distance of 39.73 feet to a set ½" iron rod with cap marked "Pape-Dawson" at the northwest corner of a 1.088 acre access easement surveyed concurrently as Access Easement E, an angle of said Access Easement A;
- THENCE: S 00°03'18" E, departing said west line of said Access Easement A and with the west line of said Access Easement E a distance of 2.49 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- THENCE: N 74°37'26" W, departing said west line of said Access Easement E, and over and across said 729.582 acre tract, a distance of 434.58 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- THENCE: N 81°31'44" W, a distance of 168.10 feet to the POINT OF BEGINNING and containing 0.735 acres in Bexar County, Texas. Said easement tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9371-13 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: December 6, 2013, December 31, 2013.
JOB NO. 9371-13
DOC. ID. N:\Survey\13\13-9300\9371-13\Word\9371-13 FN-CON TR. 2.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00



TOGETHER WITH:

A-8

1 inch = 100'



WT MONTGOMERY ROAD
(f/k/a MONTGOMERY ROAD)
(86-FT PUBLIC ROW)
P.O.C.
6857 FEET TO THE
SOUTH RIGHT-OF-WAY
LINE OF U.S. 90 WEST
FD. MAG. MAIL (PD)

610.544 ACRES
LUCKEY RANCH GLOBAL ASSOCIATES,
(VOL. 12452 PGS. 419-428 O.P.R.)

RAFAEL ALDERITE SURVEY 12
ABSTRACT 21
COUNTY BLOCK 4320

542°50'00"E
1335.88'
(Tie)

LINE	BEARING	LENGTH
L1	S89°34'22"E	220.90'
L2	N87°12'17"E	118.98'
L3	S75°39'38"E	83.46'
L4	S35°38'19"E	78.78'
L5	S02°23'00"W	39.73'
L6	S00°03'18"E	2.49'
L7	N74°57'26"W	434.58'
L8	N81°31'44"W	198.10'

LEGEND:

- DR DEED RECORDS OF BEXAR COUNTY, TEXAS
- CPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- FR FOUND 1/2" IRON ROD
- O SET 1/2" IRON ROD (PD)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00.

CURVE TABLE				
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	368.45'	19°08'05"	S83°13'40"E	122.48'
				123.05'

GIL RODRIGUEZ SURVEY 11
ABSTRACT 615
COUNTY BLOCK 4319

ACCESS EASEMENT A (SURVEYED CONCURRENTLY) AND
ACCESS EASEMENT
(VOL. 16388 PGS. 1314-1337 O.P.R.)

P.O.B.

CONSERVATION ESMT. TR. 2
0.735 OF AN ACRE
(31,995 SQUARE FEET MORE OR LESS)

729.582 ACRES
TCP III STRAUS MEDINA, LLC
(VOL. 15212, PGS 1628-1643 O.P.R.)

EXHIBIT OF

CONSERVATION EASEMENT TRACT 2

A 0.735 ACRE, OR 31,995 SQUARE FEET MORE OR LESS, EASEMENT TRACT LOCATED ON A 729.582 ACRE TRACT DESCRIBED IN DEED TO TCP III STRAUS MEDINA, LLC RECORDED IN VOLUME 15212, PAGES 1628-1643 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, OUT OF THE GIL RODRIGUEZ SURVEY NO. 11, ABSTRACT 615, COUNTY BLOCK 4319 OF BEXAR COUNTY, TEXAS.

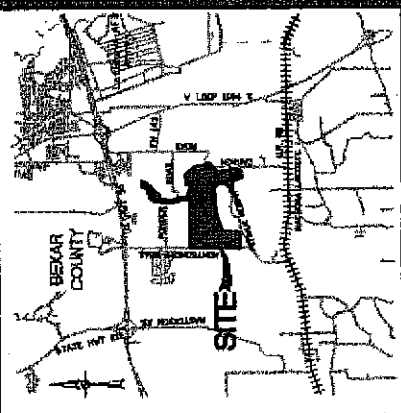
DECEMBER 6, 2013, DECEMBER 31, 2013

JOB No.: 9371-13
SHEET 3 OF 3

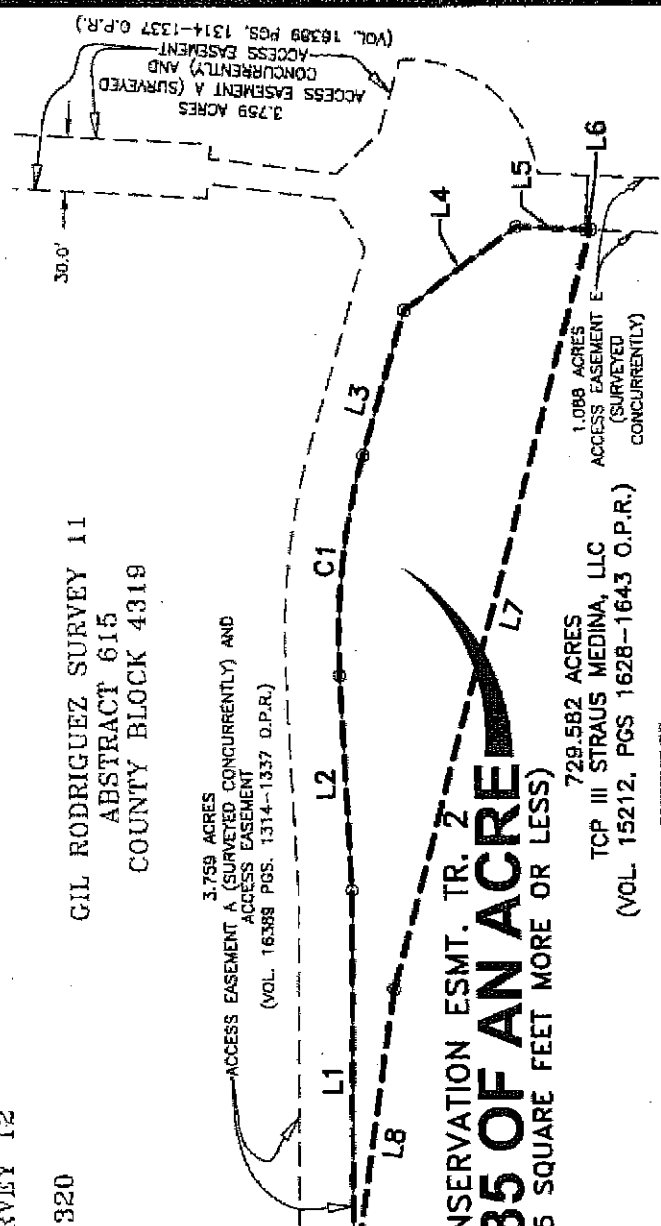


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LOCATION MAP
MAPSCO MAP GRID: 48N/67
NOT-TO-SCALE



3.759 ACRES
ACCESS EASEMENT A (SURVEYED CONCURRENTLY) AND
ACCESS EASEMENT (SURVEYED CONCURRENTLY)
(VOL. 16388 PGS. 1314-1337 O.P.R.)

30.0'

1.088 ACRES
ACCESS EASEMENT E
(SURVEYED CONCURRENTLY)

L1 L2 L3 L4 L5 L6 L7 L8

C1

P.O.C.

P.O.B.

WT MONTGOMERY ROAD



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES

FOR

CONSERVATION EASEMENT TRACT 3

A 10.510 acre, or 457,805 square feet more or less, easement tract located on a 729.582 acre tract described in deed to TCP III Straus Medina, LLC recorded in Volume 15212, Pages 1628-1643 of the Official Public Records of Real Property of Bexar County, Texas, out of the Rafael Alderite Survey No. 12, Abstract 21, County Block 4320 and the Gil Rodriguez Survey No. 11, Abstract 615, County Block 4319, both of Bexar County, Texas. Said 10.510 acre easement tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING: At a found ½" iron rod with cap marked "Pape-Dawson" at the westernmost southwest corner of said 729.582 acre tract, on the east right-of-way line of WT Montgomery Road (formerly known as Montgomery Road), an 86-foot public right-of-way, said iron rod is 11,955 feet south of the south right-of-way line of U.S. Highway 90 West;

THENCE: N 00°02'08" E, with the east right-of-way line of said WT Montgomery Road, a distance of 3726.53 feet to a point;

THENCE: S 89°57'52" E, departing said right-of-way line a distance of 14.00 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the east line of that 1.666 Acre 14-foot Electric Easement on said 729.582 acre tract recorded in Volume 16389, Pages 1314-1337 of the Official Public Records of Real Property of Bexar County, Texas and the POINT OF BEGINNING of the herein described easement tract;

THENCE: N 00°02'08" E, with the east line of said 14-foot Electric Easement, a distance of 454.60 feet to a set ½" iron rod with cap marked "Pape-Dawson" on a south line of that 3.759 acre access easement recorded in the aforementioned Volume 16389, Pages 1314-1337 of the Official Public Records of Real Property of Bexar County, Texas, said 3.759 acre access easement being also surveyed concurrently as Access Easement A;

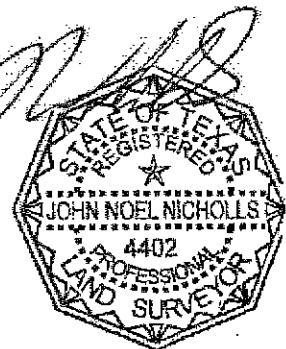
THENCE: N 45°29'58" E, with the line of said Access Easement A, a distance of 50.50 feet to a set ½" iron rod with cap marked "Pape-Dawson";

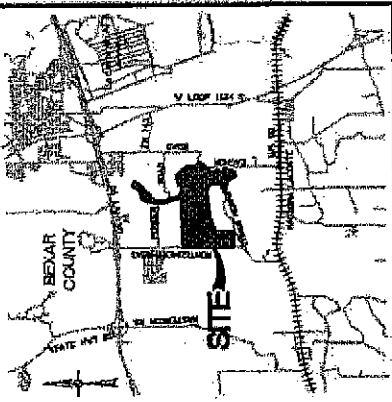
THENCE: S 89°02'12" E, with the line of said Access Easement A, a distance of 23.39 feet to a set ½" iron rod with cap marked "Pape-Dawson";

10.510 Acres
Conservation Easement Tract 3
Job No: 9371-13

- THENCE: S 20°04'17" E, departing said line of said Access Easement A, and over and across said 729.582 acre tract, a distance of 432.02 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- THENCE: Over and across said 729.582 acre tract the following bearings and distances:
N 88°51'15" E, a distance of 371.28 feet to a set ½" iron rod with cap marked "Pape-Dawson";
S 83°32'28" E, a distance of 791.99 feet to a set ½" iron rod with cap marked "Pape-Dawson";
S 23°14'41" E, a distance of 331.27 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the west line of a 1.088 acre access easement surveyed concurrently as Access Easement E;
- THENCE: S 00°06'51" E, with the west line of said Access Easement E, a distance of 731.19 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- THENCE: N 17°58'18" W, departing said line of said Access Easement E, and over and across said 729.582 acre tract, a distance of 864.29 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- THENCE: Over and across said 729.582 acre tract the following bearings and distances:
N 72°23'55" W, a distance of 263.94 feet to a set ½" iron rod with cap marked "Pape-Dawson";
S 88°26'16" W, a distance of 816.96 feet to a set ½" iron rod with cap marked "Pape-Dawson";
N 46°44'33" W, a distance of 224.36 feet to the POINT OF BEGINNING, and containing 10.510 acres in Bexar County, Texas. Said easement tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9371-13 by Pape-Dawson Engineers, Inc.

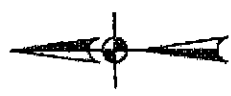
PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: December 6, 2013, December 31, 2013
JOB NO. 9371-13
DOC. ID. N:\Survey\13\13-9300\9371-13\Word\9371-13 FN-CON TR 3.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00





LOCATION MAP
 MAPSCO MAP GRID: 648757
 NORTH-SCALE

LINE	BEARING	LENGTH
L1	N45°29'58"E	50.50'
L2	S89°02'12"E	23.39'
L3	S20°04'17"E	432.02'
L4	N88°51'15"E	371.28'
L5	S83°32'28"E	791.06'
L6	S23°14'41"E	331.27'
L7	S00°06'51"E	731.19'
L8	N17°58'18"W	864.25'
L9	N72°23'55"W	263.94'
L10	S88°28'16"W	816.96'
L11	N46°44'33"W	224.36'
L12	N00°02'08"E	454.60'

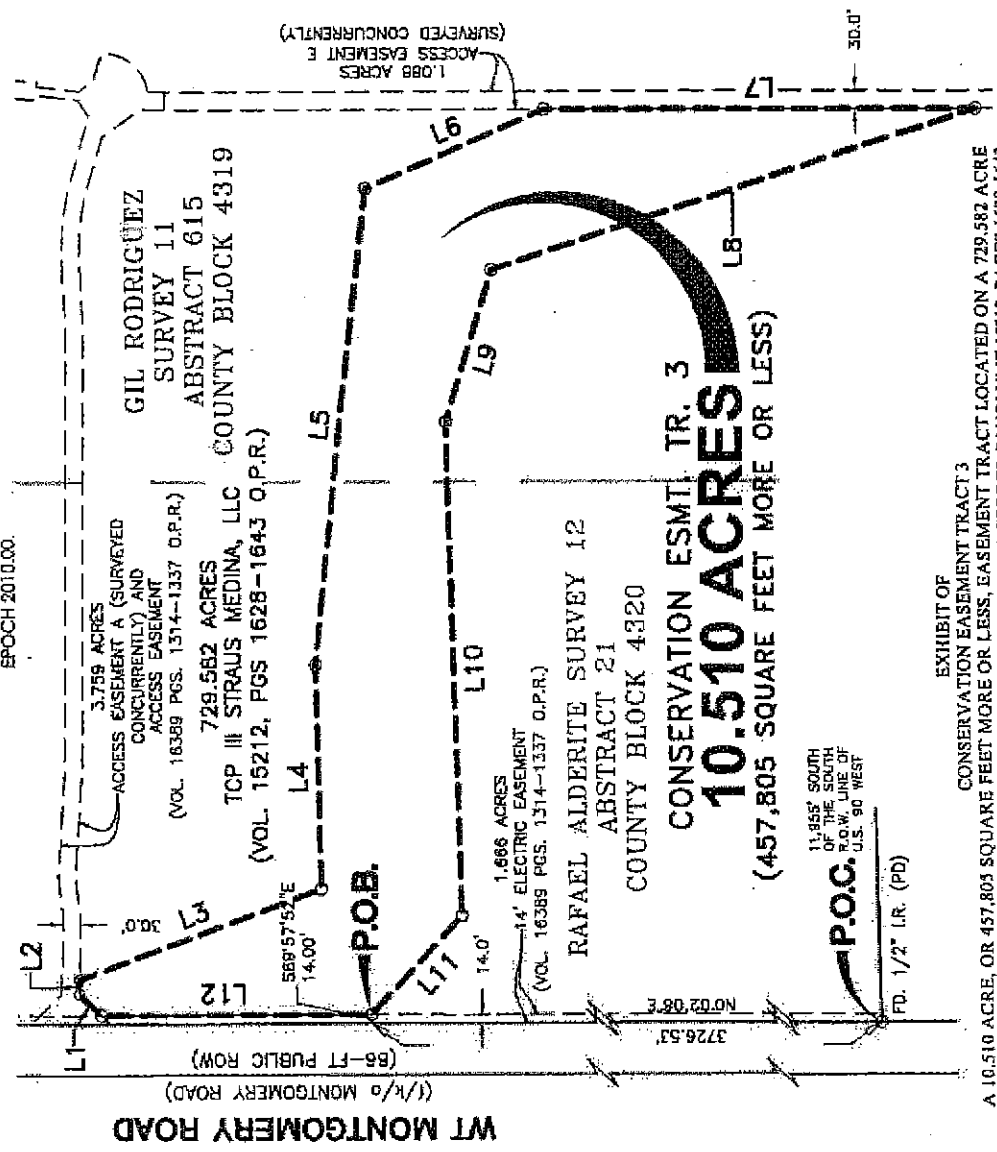


LEGEND:

- DR DEED RECORDS OF BEXAR COUNTY, TEXAS
- CPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- FR FOUND 1/2" IRON ROD
- O SET 1/2" IRON ROD (PD)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00.



CONSERVATION ESMT. TR. 3
10.510 ACRES
 (457,805 SQUARE FEET MORE OR LESS)

EXHIBIT OF

CONSERVATION EASEMENT TRACTS
 A 10.510 ACRE, OR 457,805 SQUARE FEET MORE OR LESS, EASEMENT TRACT LOCATED ON A 729.582 ACRE TRACT DESCRIBED IN DEED TO TCP III STRAUS MEDINA, LLC RECORDED IN VOLUME 15212, PAGES 1628-1643 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, OUT OF THE RAFAEL ALDERITE SURVEY NO. 12, ABSTRACT 21, COUNTY BLOCK 4320 AND THE GIL RODRIGUEZ SURVEY NO. 11, ABSTRACT 615, COUNTY BLOCK 4319, BOTH OF BEXAR COUNTY, TEXAS.

DECEMBER 6, 2013, DECEMBER 31, 2013

JOB No.:

SHEET 3 OF 3
 9371-13

PAPE-DAWSON ENGINEERS

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TOGETHER WITH:

A-11



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR
CONSERVATION EASEMENT TRACT 4

A 25.113 acre, or 1,093,904 square feet more or less, easement tract located on that 729.582 acre tract described in deed to TCP III Straus Medina, LLC recorded in Volume 15212, Pages 1628-1643 of the Official Public Records of Real Property, Bexar County, Texas, out of the Gil Rodriguez Survey No. 11, Abstract 615, County Block 4319 of Bexar County, Texas. Said 25.113 acre easement tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING at a found MAG nail in concrete rip-rap with washer stamped "Pape-Dawson", on the east right-of-way line of WT Montgomery Road (formerly known as Montgomery Road), an 86-foot public right-of-way, being 6,857 feet south of the south right-of-way line of U.S. Highway 90 West, at the westernmost northwest corner of said 729.582 acre tract and the southwest corner of a 610.544 acre tract described in deed to Luckey Ranch Global Associates recorded in Volume 12452, Pages 419-428 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: S 53°43'54" E, departing the east right-of-way line of said WT Montgomery Road (formerly known as Montgomery Road), over and across said 729.582 acre tract, a distance of 1887.80 feet to a set ½" iron rod with cap marked "Pape-Dawson" at the northeast corner of a 1.088 acre access easement, surveyed concurrently as Access Easement E, and a southeast corner of a 3.759 acre access easement, surveyed concurrently as Access Easement A, and also being that same access easement recorded in Volume 16389, Pages 1314-1337 of the Official Public Records of Real Property, Bexar County, Texas, for the POINT OF BEGINNING of the herein described easement tract;

THENCE: Over and across said 729.582 acre tract, with an east line of said Access Easement A, the following bearings and distances:

N 02°23'00" E, a distance of 27.97 feet to a set ½" iron rod with cap marked "Pape-Dawson";

Along a non-tangent curve to the left, said curve having a radius of 75.00 feet, a central angle of 83°58'41", a chord bearing and distance of N 38°51'26" E, 100.35 feet, for an arc length of 109.93 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 73°39'38" W, a distance of 42.79 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 42°17'53" W, a distance of 32.60 feet to a set ½" iron rod with cap marked "Pape-Dawson";

Page 1 of 6

25.113 Acres
Conservation Easement Tract 4
Job No.: 9371-13

N 06°50'58" E, a distance of 72.20 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 83°09'02" E, a distance of 8.00 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 02°59'28" E, a distance of 119.97 feet to a set ½" iron rod with cap marked "Pape-Dawson";

Along a tangent curve to the right, said curve having a radius of 160.00 feet, a central angle of 49°46'03", a chord bearing and distance of N 27°52'29" E, 134.65 feet, for an arc length of 138.98 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Departing said east line of said Access Easement A, over and across said 729.582 acre tract, the following bearings and distances:

S 83°46'43" E, a distance of 423.97 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 26°31'33" E, a distance of 104.77 feet to a set ½" iron rod with cap marked "Pape-Dawson" on a south line of said Access Easement A;

THENCE: With said south, southwest and west lines of said Access Easement A, over and across said 729.582 acre tract, the following bearings and distances:

N 80°41'25" E, a distance of 271.22 feet to a set ½" iron rod with cap marked "Pape-Dawson";

Along a tangent curve to the right, said curve having a radius of 135.00 feet, a central angle of 44°20'30", a chord bearing and distance of S 77°08'20" E, 101.89 feet, for an arc length of 104.48 feet to a point;

S 54°58'05" E, a distance of 143.40 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 64°00'50" E, a distance of 128.74 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 67°46'33" E, a distance of 737.21 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 85°47'39" E, a distance of 44.73 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 46°07'46" E, a distance of 76.98 feet to a set ½" iron rod with cap marked "Pape-Dawson";

25.113 Acres
Conservation Easement Tract 4
Job No.: 9371-13

S 06°27'53" E, a distance of 39.27 feet to a set ½" iron rod with cap marked "Pape-Dawson" on a west line of that 28-foot Electric Easement established in instrument recorded in Volume 16389, Pages 1314-1337 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: S 05°18'33" W, with said west line of said 28-foot Electric Easement and departing the line of said Access Easement A, a distance of 148.99 feet to a set ½" iron rod with cap marked "Pape-Dawson", rejoining said Access Easement A on a north line of said Access Easement A;

THENCE: Departing said west line of said 28-foot Electric Easement and with said north and west lines of said Access Easement A, over and across said 729.582 acre tract the following bearings and distances:

N 82°33'23" W, a distance of 14.92 feet to a set ½" iron rod with cap marked "Pape-Dawson" being a northwest corner of said Access Easement A;

S 05°37'28" W, a distance of 69.62 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 89°53'11" W, at a distance of 22.68 feet passing a set ½" iron rod with cap marked "Pape-Dawson" for a corner on a north line of said Access Easement A, and departing said north line of said Access Easement A, and continuing over and across said 729.582 acre tract a distance of 77.11 feet to a set ½" iron rod with cap marked "Pape-Dawson", for a total distance of 99.79 feet;

THENCE: Over and across said 729.582 acre tract the following bearings and distances:

S 00°43'57" E, a distance of 137.46 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 31°52'58" E, a distance of 63.23 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 57°16'55" E, a distance of 46.09 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 88°43'15" E, a distance of 20.00 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the west line of said 28-foot Electric Easement;

THENCE: With the west line of said Electric Easement, over and across said 729.582 acre tract, the following bearings and distances:

S 07°41'59" W, a distance of 176.29 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 01°03'54" W, a distance of 92.78 feet to a set ½" iron rod with cap marked "Pape-Dawson";

25.113 Acres
Conservation Easement Tract 4
Job No.: 9371-13

S 00°05'09" E, a distance of 2.28 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Departing the west line of said Electric Easement, over and across said 729.582 acre tract, the following bearings and distances:

S 75°15'23" W, a distance of 116.05 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 79°17'13" W, a distance of 279.57 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 02°36'09" E, a distance of 163.50 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 69°26'56" W, a distance of 617.78 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 02°09'40" E, a distance of 377.33 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 69°08'44" W, a distance of 166.84 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 45°00'00" W, a distance of 167.99 feet to a set ½" iron rod with cap marked "Pape-Dawson";

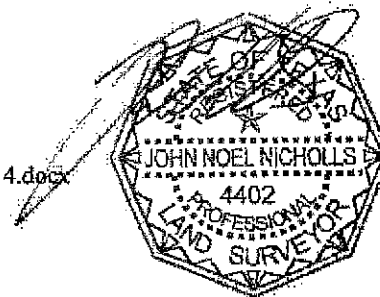
S 85°14'11" W, a distance of 268.20 feet to a set ½" iron rod with cap marked "Pape-Dawson";

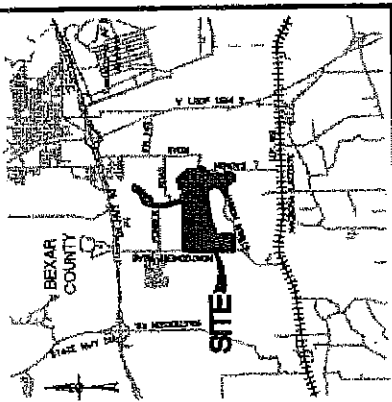
S 67°00'41" W, a distance of 266.13 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 74°37'26" W, a distance of 150.29 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the east line of that aforementioned Access Easement E;

THENCE: N 00°06'51" W, with the east line of said Access Easement E, a distance of 9.49 feet to the POINT OF BEGINNING, and containing 25.113 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9371-13 by Pape-Dawson Engineers, Inc.

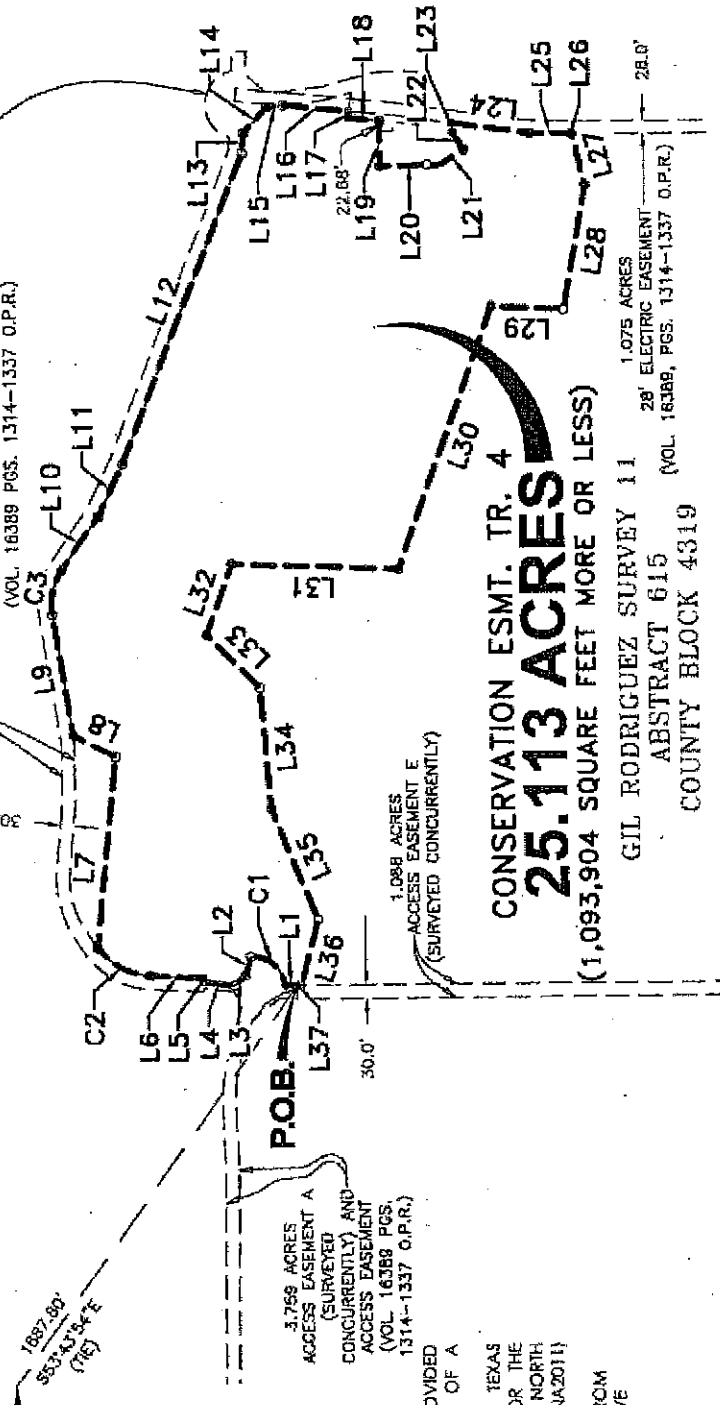
PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: December 6, 2013, December 31 2013.
JOB NO. 9371-13
DOC. ID. N:\Survey\13\13-9300\9371-13\Word\9371-13 FN-CON TR. 4.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00





LEGEND:
 DR DEED RECORDS OF BEXAR COUNTY, TEXAS
 OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 FIR FOUND 1/2" IRON ROD
 O SET 1/2" IRON ROD (PD)

729.582 ACRES
 TCP III STRAUS MEDINA, LLC
 (VOL. 15212, PGS 1628-1643 O.P.R.)



CONSERVATION ESMT. TR. 4
25.113 ACRES
 (1,093,904 SQUARE FEET MORE OR LESS)

GIL RODRIGUEZ SURVEY 11
 ABSTRACT 615
 COUNTY BLOCK 4319
 1.075 ACRES
 28' ELECTRIC EASEMENT
 (VOL. 16389, PGS. 1314-1337 O.P.R.)

3.759 ACRES
 ACCESS EASEMENT A
 (SURVEYED AND
 CONCURRENTLY)
 ACCESS EASEMENT
 (VOL. 16358 PGS.
 1314-1337 O.P.R.)

1.088 ACRES
 ACCESS EASEMENT E
 (SURVEYED CONCURRENTLY)

- NOTES:**
- THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 - THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NAD2011) EPOCH 2010.00.
 - SEE SHEET 6 OF 6 FOR TIES CONTINUING FROM P.O.C. TO P.O.B. AND THE LINE AND CURVE TABLES.

PAPE-DAWSON ENGINEERS

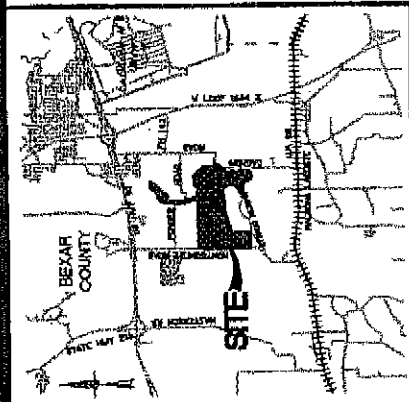
505 EAST HANLEY | SAN ANTONIO, TEXAS 78215 | PHONE: 210.275.0000
 FAX: 210.275.0010
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DECEMBER 6, 2013, DECEMBER 31, 2013.
 JOB No.: 9371-13
 SHEET 5 OF 6

A-16

TOGETHER WITH:

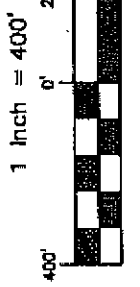
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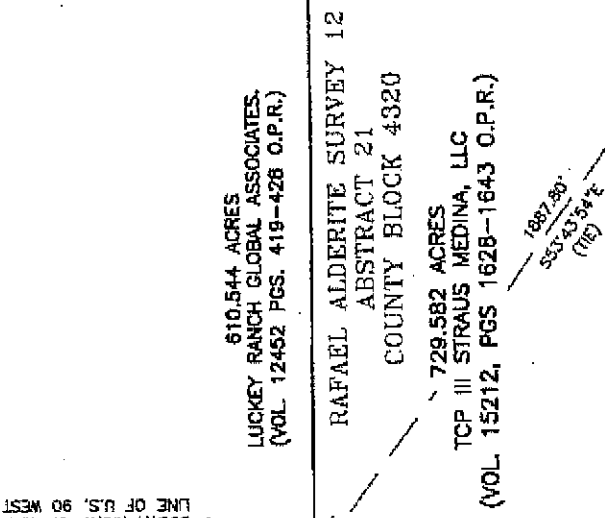
LEGEND:
DR DEED RECORDS OF BEXAR COUNTY, TEXAS
CPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
FIR FOUND 1/2" IRON ROD
O SET 1/2" IRON ROD (PD)



NOTES:
1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NAD2011) EPOCH 2010.00.
3. SEE SHEET 5 OF 6 FOR TIES CONTINUING FROM P.O.C. TO P.O.B.



WT MONTGOMERY ROAD
(1/4" MONTGOMERY ROAD)
(86-FT PUBLIC ROW)
P.O.C.
PD. MAG. NAIL (PD)
8657 FEET TO THE
LINE OF C.S. 90 W.S.
SOUTH RIGHT-OF-WAY



SEE SHEET 5 OF 6 FOR THE CONTINUATION

LINE TABLE		
LINE	BEARING	LENGTH
L27	S75°15'23"W	116.05'
L28	N75°17'13"W	279.57'
L29	N02°36'09"E	163.50'
L30	N69°26'56"W	617.78'
L31	N02°08'40"E	377.33'
L32	N69°06'44"W	166.84'
L33	S45°00'00"W	167.99'
L34	S85°14'11"W	268.20'
L35	S87°00'41"W	268.13'
L36	N74°37'26"W	150.29'
L37	N00°06'51"W	9.49'

LINE TABLE		
LINE	BEARING	LENGTH
L14	S46°07'46"E	76.98'
L15	S06°27'53"E	39.27'
L16	S05°18'33"W	148.99'
L17	N82°33'23"W	14.92'
L18	S05°37'28"W	69.62'
L19	N89°53'11"W	99.79'
L20	S00°43'57"E	137.46'
L21	S31°52'58"E	83.23'
L22	N57°16'55"E	46.08'
L23	N88°43'15"E	20.00'
L24	S07°41'59"W	176.29'
L25	S01°03'54"W	92.78'
L26	S00°05'09"E	2.28'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°23'00"E	27.97'
L2	N73°38'36"W	42.79'
L3	N42°17'53"W	32.60'
L4	N06°50'58"E	72.20'
L5	S83°08'02"E	8.00'
L6	N02°58'28"E	119.97'
L7	S83°46'43"E	423.87'
L8	N26°31'33"E	104.77'
L9	N80°41'25"E	271.22'
L10	S54°58'05"E	143.40'
L11	S64°00'50"E	128.74'
L12	S67°46'33"E	737.21'
L13	S85°47'39"E	44.73'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	75.00'	83°58'41"	N38°51'26"E	100.35'	109.93'
C2	160.00'	48°46'03"	N27°52'29"E	134.65'	138.98'
C3	135.00'	44°20'30"	S77°08'20"E	101.88'	104.48'

PAPE-DAWSON ENGINEERS

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DECEMBER 6, 2013, DECEMBER 31, 2013

JOB No.: 9371-13
 SHEET 6 OF 6



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR
CONSERVATION EASEMENT TRACT 5

A 21.646 acre, or 942,897 square feet more or less, easement tract located on a 729.582 acre tract described in deed to TCP III Straus Medina, LLC recorded in Volume 15212, Pages 1628-1643, of the Official Public Records of Real Property, Bexar County, Texas, out of the Gil Rodriguez Survey No. 11, Abstract 615, County Block 4319, of Bexar County, Texas. Said 21.646 acre easement tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING at a found $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson" on the east right-of-way line of WT Montgomery Road (formerly known as Montgomery Road), an 86-foot wide public right-of-way, being the westernmost southwest corner of said 729.582 acres, said iron rod is 11,955 feet south of the south right-of-way line of U.S. Highway 90 West;

THENCE: Departing said east right-of-way line of WT Montgomery Road (formerly known as Montgomery Road) and with the south line of said 729.582 acre tract, the following bearings and distances:

N 88°49'03" E, a distance of 1144.17 feet to a found $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

N 67°31'08" E, a distance of 438.05 feet to a found $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

N 00°05'01" W, a distance of 1729.14 feet to a found $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

N 72°26'11" E, a distance of 589.66 feet to a point;

THENCE: N 17°33'49" W, departing the south line of said 729.582 acre tract, over and across said 729.582 acre tract, a distance of 60.00 feet to a set $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson" and the POINT OF BEGINNING for the herein described easement tract;

THENCE: N 58°33'36" W, over and across said 729.582 acre tract, a distance of 639.02 feet to a set $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson" at the southeast corner of a 1.088 acre Access Easement E, surveyed concurrently,

THENCE: N 00°06'51" W, over and across said 729.582 acre tract, with the east line of said Access Easement E, a distance of 742.83 feet to a set $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

21.646 Acres
Conservation Easement Tract 5
Job No.: 9371-13

THENCE: Departing said line of said Access Easement E, and over and across said 729.582 acre tract the following bearings and distances:

S 19°42'29" E, a distance of 512.90 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 89°05'26" E, a distance of 935.56 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 43°21'48" E, a distance of 183.81 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 77°39'09" E, a distance of 242.18 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 61°17'55" E, a distance of 101.34 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 14°16'05" W, a distance of 416.88 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 87°16'25" E, a distance of 215.08 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 13°22'57" E, a distance of 365.56 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 64°51'39" E, a distance of 130.27 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the west line of a 1.075 acre, 28-foot wide Electric Easement recorded in Volume 16389, Pages 1314-1337 of the Official Public Records of Real Property, Bexar County, Texas;

S 00°07'01" E, over and across said 729.582 acre tract, with the west line of said 28-foot wide Electric Easement, a distance of 349.96 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Departing said line of said 28-foot wide Electric Easement, over and across said 729.582 acre tract, the following bearings and distances:

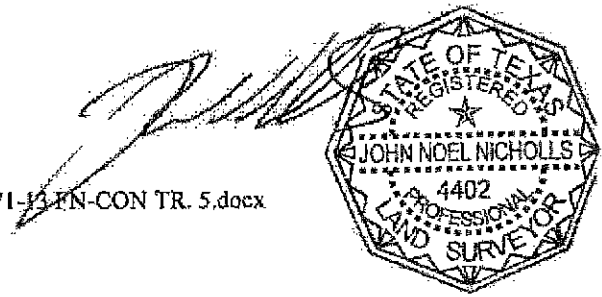
S 72°27'02" W, a distance of 73.37 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 00°07'01" E, a distance of 52.36 feet to a set ½" iron rod with cap marked "Pape-Dawson";

21.646 Acres
Conservation Easement Tract 5
Job No.: 9371-13

THENCE: S 72°26'11" W, a distance of 1320.46 feet to the POINT OF BEGINNING, and containing 21.646 acres in Bexar County, Texas. Said easement tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9371-13 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: December 6, 2013, December 31, 2013
JOB NO. 9371-13
DOC. ID. N:\Survey\13-9300\9371-13\Word\9371-13-FN-CON TR. 5.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00



LEGEND:
 DK DEED RECORDS OF BEXAR COUNTY, TEXAS
 OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 FR FOUND 1/2" IRON ROD
 O SET 1/2" IRON ROD (PD)

NOTES:
 1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00.
 3. SEE SHEET 5 OF 5 FOR THIS CONTINUING FROM P.O.C. TO F.O.B.



1.088 ACRES
 ACCESS EASEMENT E
 (SURVEYED CONCURRENTLY)

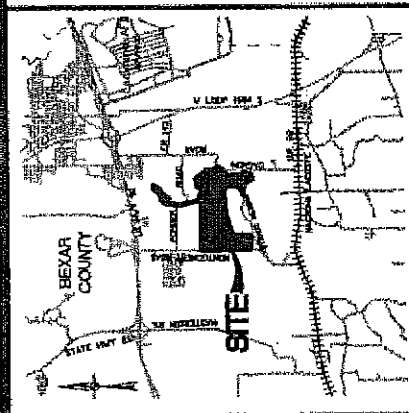
1.075 ACRES
 28' ELECTRIC EASEMENT
 (VOL. 16389, PGS. 1314-1337 O.P.R.)

729.582 ACRES
 TCP III STRAUS MEDINA, LLC
 (VOL. 15212, PGS 1628-1643 O.P.R.)

GIL RODRIGUEZ SURVEY 11
 ABSTRACT 615
 COUNTY BLOCK 4319

CONSERVATION ESMT. TR. 5
21.646 ACRES
 (942,897 SQUARE FEET MORE OR LESS)

REMAINDER
 1094.82 ACRES
 (VOL. 7915 PGS. 867-879 O.P.R.)



LOCATION MAP
 MAPSCO MAP GRID: 64367
 NORTH-SOUTH SCALE

LINE	BEARING	LENGTH
L1	N61°33'35"W	839.02'
L2	N00°06'51"W	742.83'
L3	S18°42'29"E	512.90'
L4	S89°05'26"E	935.56'
L5	N43°21'48"E	183.81'
L6	S77°39'08"E	242.18'
L7	N61°17'55"E	101.34'
L8	N14°16'05"W	416.88'
L9	N87°16'25"E	215.08'
L10	S13°22'57"E	365.56'
L11	N64°51'39"E	130.27'
L12	S00°07'01"E	349.96'
L13	S72°27'02"W	73.37'
L14	S00°07'01"E	52.36'
L15	S72°26'11"W	1320.46'

SEE SHEET 5 OF 5
 FOR P.O.B. CONTINUATION

EXHIBIT OF
 CONSERVATION EASEMENT TRACT 5
 A 21.646 ACRE, OR 942,897 SQUARE FEET MORE OR LESS, EASEMENT TRACT LOCATED ON A 729.582 ACRE TRACT DESCRIBED IN DEED TO TCP III STRAUS MEDINA, LLC RECORDED IN VOLUME 15212, PAGES 1628-1643 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, OUT OF THE GIL RODRIGUEZ SURVEY NO. 11, ABSTRACT 615, COUNTY BLOCK 4319, OF BEXAR COUNTY, TEXAS.



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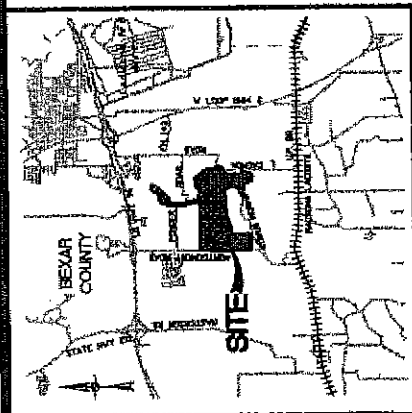
DECEMBER 6, 2013, DECEMBER 31, 2013

JOB No.: 9371-13
 SHEET 4 OF 5

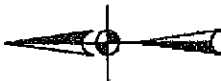
A-21

TOGETHER WITH:

A-22



LOCATION MAP
 MARCO MAP GRID: 645/67
 NOT TO SCALE



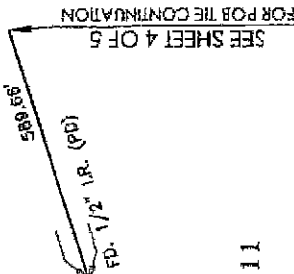
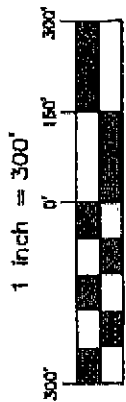
LEGEND:

- DR DEED RECORDS OF BEXAR COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- FR FOUND 1/2" IRON ROD
- O SET 1/2" IRON ROD (PD)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NAD2011) EPOCH 2010.00.
3. SEE SHEET 4 OF 5 FOR TIES CONTINUED FROM P.O.C. TO P.O.B.

WT MONTGOMERY ROAD
 (1/2" x 6" MONTGOMERY ROAD)
 (66-FT PUBLIC ROW)



GIL RODRIGUEZ SURVEY 11
 ABSTRACT 615
 COUNTY BLOCK 4319

729.582 ACRES
 TOP III STRAUS MEDINA, LLC
 (VOL. 15212, PGS 1628-1643 O.P.R.)

RAFAEL ALDERITE SURVEY 12
 ABSTRACT 21
 COUNTY BLOCK 4320

11,955' SOUTH OF THE
 SOUTH P.O.W. LINE OF
 U.S. 90 WEST

P.O.C.

FD. 1/2" I.R. (PD)

N88°49'03"E 1144.17'

FD. 1/2" I.R. (PD)

N67°31'03"E 438.05'

FD. 1/2" I.R. (PD)

REMAINDER
 1084.62 ACRES
 (VOL. 7915 PGS. 867-879 O.P.R.)

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 FAX: 210.273.9100
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**PAPE-DAWSON
 ENGINEERS**

Date: Jan 27, 2014, 11:14am User: G:\formative
 File: N:\Survey\13-9-200\19271-13\Equipment Exhibit-Continuation\19271-13EX CON-ESMT 5.dwg

DECEMBER 6, 2013, DECEMBER 31, 2013

JOB No.: 9371-13
 SHEET 5 OF 5



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR
CONSERVATION EASEMENT TRACT 6

A 53.193 acre, or 2,317,079 square feet more or less, easement tract located on a 729.582 acre tract described in deed to TCP III Straus Medina, LLC recorded in Volume 15212, Pages 1628-1643, of the Official Public Records of Real Property, Bexar County, Texas, out of the Gil Rodriguez Survey No. 11, Abstract 615, County Block 4319, and the Asa Wikson Survey No. 68, Abstract 793, County Block 4318, both of Bexar County, Texas. Said 53.193 acre easement tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING at a found $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson" on the east right-of-way line of WT Montgomery Road (formerly known as Montgomery Road), an 86-foot wide public right-of-way, being the westernmost southwest corner of said 729.582 acres, said iron rod is 11,955 feet south of the south right-of-way line of U.S. Highway 90 West;

THENCE: Departing said east right-of-way line of WT Montgomery Road (formerly known as Montgomery Road) and with the south line of said 729.582 acre tract, the following bearings and distances:

N $88^{\circ}49'03''$ E, a distance of 1144.17 feet to a found $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

N $67^{\circ}31'08''$ E, a distance of 438.05 feet to a found $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

N $00^{\circ}05'01''$ W, a distance of 1729.14 feet to a found $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

N $72^{\circ}26'11''$ E, a distance of 2053.06 feet to a found $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

N $85^{\circ}26'30''$ E, a distance of 733.09 feet to a found $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

N $84^{\circ}45'57''$ E, a distance of 1376.57 feet to a found iron rod with cap marked "BMWD";

N $85^{\circ}02'04''$ E, a distance of 679.45 feet to a point;

N $04^{\circ}57'56''$ W, departing the south line of said 729.582 acre tract, a distance of 60.00 feet to a set $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson" and the POINT OF BEGINNING of the herein described easement tract;

53.193 Acres
Conservation Easement Tract 6
Job No.: 9371-13

- THENCE: Over and across said 729.582 acre tract, the following bearings and distances:
- N 02°56'08" W, a distance of 181.39 feet to a set ½" iron rod with cap marked "Pape-Dawson";
 - N 66°27'16" W, a distance of 873.65 feet to a set ½" iron rod with cap marked "Pape-Dawson";
 - S 62°50'08" W, a distance of 601.82 feet to a set ½" iron rod with cap marked "Pape-Dawson";
 - S 75°11'01" W, a distance of 1190.32 feet to a set ½" iron rod with cap marked "Pape-Dawson";
 - S 41°47'44" W, a distance of 246.76 feet to a set ½" iron rod with cap marked "Pape-Dawson";
 - S 85°26'30" W, a distance of 123.14 feet to a set ½" iron rod with cap marked "Pape-Dawson";
 - S 72°26'11" W, a distance of 48.41 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the east line of a 1.075 acre, 28-foot wide Electric Easement recorded in Volume 16389, Pages 1314-1337 of the Official Public Records of Real Property of Bexar County, Texas;
- THENCE: N 00°07'01" W, with the east line of said Electric Easement, and continuing over and across said 729.582 acre tract, a distance of 406.57 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- THENCE: Departing the east line of said Electric Easement, and continuing over and across said 729.582 acre tract, the following bearings and distances:
- N 64°51'39" E, a distance of 721.80 feet to a set ½" iron rod with cap marked "Pape-Dawson";
 - N 59°20'58" W, a distance of 466.01 feet to a set ½" iron rod with cap marked "Pape-Dawson";
 - S 67°37'11" W, a distance of 273.78 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the east line of said Electric Easement;
- THENCE: With the east line of said Electric easement, and continuing over and across said 729.582 acre tract, the following bearings and distances:
- N 01°03'54" E, a distance of 85.62 feet to a set ½" iron rod with cap marked "Pape-Dawson";
 - N 07°41'59" E, a distance of 179.09 feet to a set ½" iron rod with cap marked "Pape-Dawson";

53.193 Acres
Conservation Easement Tract 6
Job No.: 9371-13

THENCE: Departing the east line of said Electric Easement, and continuing over and across said 729.582 acre tract, the following bearings and distances:

N 88°43'15" E, a distance of 16.92 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 58°51'05" E, a distance of 71.13 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 73°49'24" E, a distance of 74.91 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 79°30'19" E, a distance of 75.99 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 67°48'35" E, a distance of 57.87 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 03°41'28" E, a distance of 168.87 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 61°14'34" E, a distance of 497.92 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 07°35'14" W, a distance of 42.66 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 73°23'05" W, a distance of 166.96 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 34°19'59" E, a distance of 67.09 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 52°19'26" E, a distance of 156.79 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 85°54'42" E, a distance of 75.54 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 21°05'58" E, a distance of 39.16 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 15°10'44" E, a distance of 89.31 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 48°26'05" E, a distance of 75.77 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 23°15'48" W, a distance of 36.88 feet to a set ½" iron rod with cap marked "Pape-Dawson";

53.193 Acres
Conservation Easement Tract 6
Job No.: 9371-13

N 31°38'38" W, a distance of 108.06 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 86°31'54" E, a distance of 278.57 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 28°05'04" E, a distance of 269.81 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 79°10'01" E, a distance of 445.18 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 46°42'05" W, a distance of 739.92 feet to a set ½" iron rod with cap marked "Pape-Dawson" on a south line of a 1.460 acre access easement surveyed concurrently as Access Easement B;

THENCE: With said south and southwest lines of said Access Easement B, and continuing over and across said 729.582 acre tract, the following bearings and distances:

S 89°07'22" E, a distance of 102.67 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 72°16'37" E, a distance of 210.84 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 67°56'13" E, a distance of 220.38 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 52°27'46" E, a distance of 63.84 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 41°22'46" E, a distance of 258.21 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Departing said southwest line of said Access Easement B, and continuing over and across said 729.582 acre tract, the following bearings and distances:

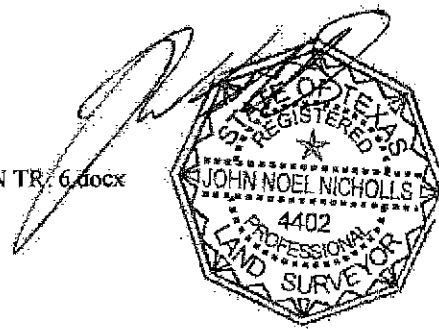
S 71°23'29" E, a distance of 1326.05 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 06°19'06" E, at a distance of 175.11 feet to a southeast corner of said Access Easement B, continuing with the east line of said Access Easement B a distance of 20.89 feet to a northeast corner of said Access Easement B, continuing over and across said 729.582 acre tract a distance of 51.82 feet to a set ½" iron rod with cap marked "Pape-Dawson", for a total distance of 247.82 feet;

53.193 Acres
Conservation Easement Tract 6
Job No.: 9371-13

- THENCE: Over and across said 729.582 acre tract, the following bearings and distances:
S 87°46'08" E, a distance of 205.10 feet to a set ½" iron rod with cap marked "Pape-Dawson";
S 22°37'06" E, a distance of 762.96 feet to a set ½" iron rod with cap marked "Pape-Dawson" to a point on a northwest line of a 100-foot wide Permanent Sanitary Sewer Easement recorded in Volume 14598, Pages 1294-1312 of the Official Public Records of Real Property, Bexar County, Texas and the north-east corner of a 0.047 of an acre access easement surveyed concurrently as Access Easement C;
- THENCE: S 55°10'06" W, continuing over and across said 729.582 acre tract, with the northwest line of said Access Easement C and a northwest line of said Sanitary Sewer Easement, passing at a distance of 20.46 feet the northwest corner of said Access Easement C and continuing over and across said 729.582 acre tract, with said northwest line of said Sanitary Sewer Easement a distance of 497.94 feet, to a set ½" iron rod with cap marked "Pape-Dawson" for a total distance of 518.40 feet;
- THENCE: S 02°34'18" W, over and across said 729.582 acre tract, with a west line of said Sanitary Sewer Easement, a distance of 204.67 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- THENCE: Departing said west line of said Sanitary Sewer Easement, over and across said 729.582 acre tract, the following bearings and distances:
N 36°03'41" W, a distance of 578.51 feet to a set ½" iron rod with cap marked "Pape-Dawson";
S 85°02'04" W, a distance of 54.56 feet to the POINT OF BEGINNING, and containing 53.193 acres in Bexar County, Texas. Said easement tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9371-13 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: December 6, 2013, December 31, 2013.
JOB NO. 9371-13
DOC. ID. N:\Survey\13-9300\9371-13\Word\9371-13 FN-CON TR 6.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00





- NOTES:**
- THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 - THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00.
 - SEE SHEET 7 OF 7 FOR TIES CONTINUING FROM P.O.C. TO P.O.B. AND THE LINE TABLES.

- LEGEND:**
- DR DEED RECORDS OF BEXAR COUNTY, TEXAS
 - OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 - DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 - FIR FOUND 1/2" IRON ROD
 - O SET 1/2" IRON ROD (PD)

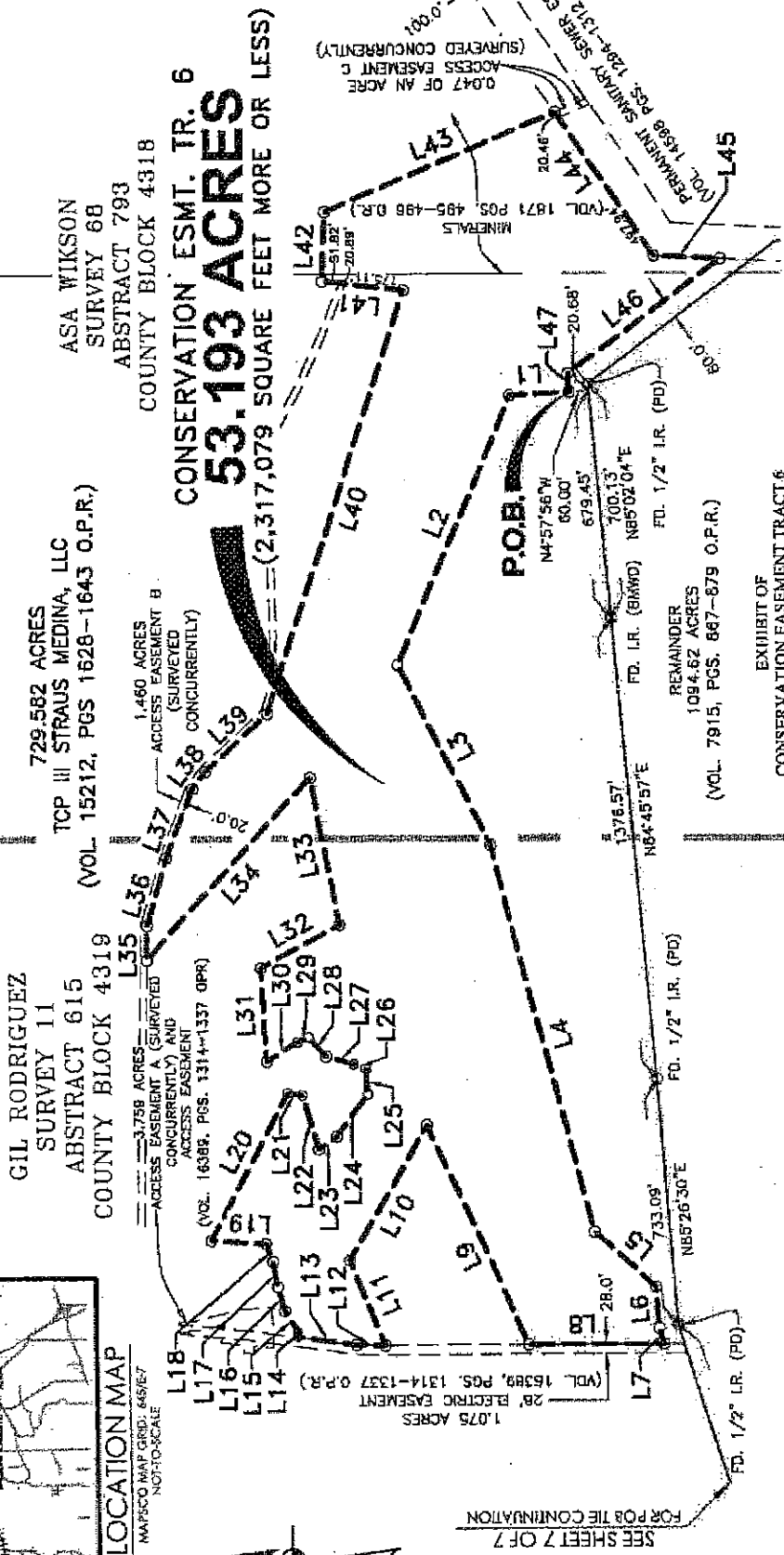
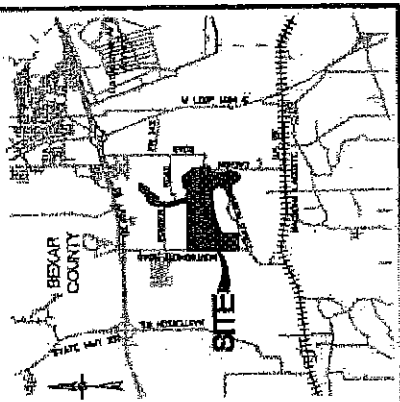


EXHIBIT OF
CONSERVATION EASEMENT TRACT 6

A 53.193 ACRE, OR 2,317,079 SQUARE FEET MORE OR LESS, EASEMENT TRACT LOCATED ON A 729.582 ACRE TRACT DESCRIBED IN DEED TO TCP III STRAUS MEDINA, LLC RECORDED IN VOLUME 15212, PAGES 1628-1643, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS, OUT OF THE GIL RODRIGUEZ SURVEY NO. II, ABSTRACT 615, COUNTY BLOCK 4319, AND THE ASA WIKSON SURVEY NO. 68, ABSTRACT 793, COUNTY BLOCK 4318, BOTH OF BEXAR COUNTY, TEXAS.

SHEET 6 OF 7
JOB No.: 9371-13

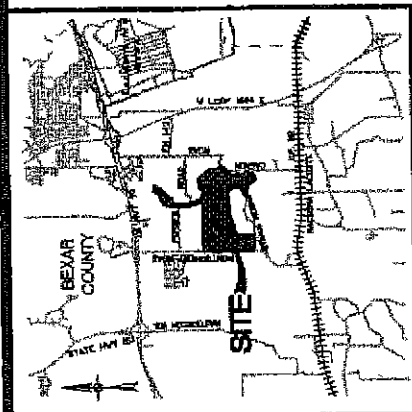
DECEMBER 6, 2013, DECEMBER 31, 2013



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TEL: 602.953.8810 | FAX: 602.953.8810
TELLS HOW TO PROTECT YOUR INVESTMENT AND PROTECT YOUR INVESTMENT FROM THE RISK OF PROFESSIONAL LIABILITY. WE ARE HERE TO HELP YOU.
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TOGETHER WITH:

A-29



LINE	BEARING	LENGTH
L1	N02°56'08"W	181.39'
L2	N86°27'16"W	873.65'
L3	S82°50'08"W	601.82'
L4	S75°11'01"W	1190.32'
L5	S41°47'44"W	246.76'
L6	S85°26'30"W	123.14'
L7	S72°26'11"W	48.41'
L8	N00°07'01"W	406.57'
L9	N64°51'39"E	721.80'
L10	N89°20'58"W	466.01'
L11	S67°37'11"W	273.78'
L12	N01°03'54"E	85.62'
L13	N07°41'59"E	179.09'
L14	N88°43'15"E	16.92'
L15	N95°51'05"E	71.13'
L16	N73°49'24"E	74.91'

LINE	BEARING	LENGTH
L17	N79°30'19"E	73.99'
L18	N67°48'35"E	57.87'
L19	N03°41'28"E	168.87'
L20	S61°14'34"E	497.92'
L21	S07°35'14"W	42.66'
L22	S73°23'05"W	166.96'
L23	S34°19'59"E	67.09'
L24	S52°19'26"E	156.79'
L25	N85°54'42"E	75.54'
L26	N21°05'58"E	39.16'
L27	N15°10'44"E	89.31'
L28	N48°28'05"E	75.77'
L29	N23°15'46"W	36.88'
L30	N31°38'38"W	108.06'
L31	N86°31'54"E	278.57'
L32	S28°05'04"E	269.81'

WT MONTGOMERY ROAD
 ((/r/a MONTGOMERY ROAD))
 (66-F PUBLIC ROW)

P.O.C.
 N88°49'03"E 1144.17'
 FD. 1/2" I.R. (PD)

RAFAEL ALDERITE
 SURVEY 12
 ABSTRACT 21
 COUNTY BLOCK 4320
 11.955' SOUTH OF THE
 SOUTH PLAT LINE OF
 U.S. 90 WEST

729.582 ACRES
 TCP III STRAUS MEDINA, LLC
 (VOL. 15212, PGS 1628-1643 O.P.R.)

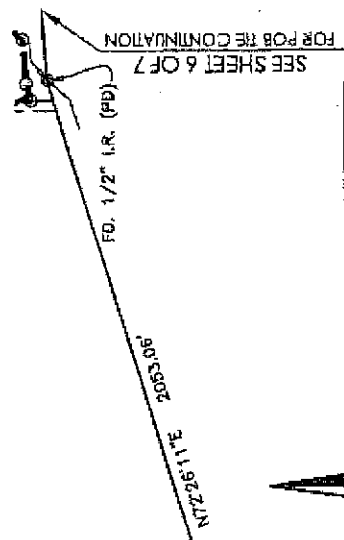
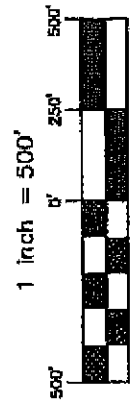
GIL RODRIGUEZ
 SURVEY 11
 ABSTRACT 615
 COUNTY BLOCK 4319

REMAINDER
 1094.62 ACRES
 (VOL. 7915 PGS. 867-879 O.P.R.)

LINE	BEARING	LENGTH
L33	N79°10'01"E	445.18'
L34	N49°42'05"W	739.92'
L35	S88°07'22"E	102.67'
L36	S72°16'37"E	210.84'
L37	S67°56'13"E	230.36'
L38	S52°27'48"E	63.84'
L39	S41°22'46"E	268.21'
L40	S71°23'29"E	1326.05'
L41	N06°19'06"E	247.82'
L42	S87°46'08"E	205.10'
L43	S22°37'06"E	762.96'
L44	S55°10'06"W	518.40'
L45	S02°34'18"W	204.67'
L46	N36°03'41"W	578.51'
L47	S85°02'04"W	54.56'

LEGEND:
 DR DEED RECORDS OF BEXAR COUNTY, TEXAS
 OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 FIR FOUND 1/2" IRON ROD
 O SET 1/2" IRON ROD (PD)

NOTES:
 1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NAD2011) EPOCH 2010.00.
 3. SEE SHEET 6 OF 7 FOR TIES CONTINUED FROM P.O.C. TO P.O.B.



ALL EAST MANSY | 504 AVENUE TEXAS 76216 | PHONE 214.275.8000
 FAX 214.275.8010
 THIS FORM OF PROFESSIONAL SERVICES IS NOT VALID UNLESS IT IS
 SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER / SURVEYOR
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Date: Jan 17, 2014, 10:34am User: DS: D'Ignace
 File: N:\Survey\13-8200\8371-13\Examint Exhibits-Conservation\8371-13EX CON-ESMT 6.dwg

DECEMBER 6, 2013, DECEMBER 31, 2013

JOB No.: 9371-13
 SHEET 7 OF 7



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR
CONSERVATION EASEMENT TRACT 7

A 35.904 acre, or 1,563,983 square feet more or less, easement tract located on a 729.582 acre tract described in deed to TCP III Straus Medina, LLC recorded in Volume 15212, Pages 1628-1643, of the Official Public Records of Real Property, Bexar County, Texas, out of the Asa Wikson Survey No. 68, Abstract 793, County Block 4318, of Bexar County, Texas. Said 35.904 acre easement tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING: At a found iron rod marked "BMWD" on an east line of the remainder 1473.4201 acre tract described in deed of trust to Hayden Grona, Trustee recorded in Volume 4216, Pages 495-509 of the Official Public Records of Bexar County, Texas at its intersection with a north line of said 729.582 acre tract and a south line of a 189.01 acre tract described in deed to Bexar County recorded in Volume 6326, Pages 1093-1098 of the Official Public Records of Real Property of Bexar County, Texas, said point being an angle of a 40.634 acre easement tract surveyed concurrently as Conservation Easement Tract 8 and located on said 729.582 acre tract;

THENCE: Departing said east line of the remainder 1473.4201 acre tract and with north, northeast and east lines of said 729.582 acre tract and said Conservation Easement Tract 8 and south, southwest and west lines of said 189.01 acre tract, the following bearings and distances:

N 82°00'56" E, a distance of 972.57 feet to a found ½" iron rod;

S 39°23'21" E, a distance of 1,309.20 feet to a found iron rod marked "BMWD";

S 04°41'35" E, a distance of 407.50 feet to a set ½" iron rod with cap marked "Pape-Dawson" on a south line of a 100-foot Permanent Sanitary Sewer Easement recorded in Volume 14598, Pages 1294-1312 of the Official Public Records of Real Property of Bexar County, Texas, and the POINT OF BEGINNING for the herein described easement tract;

THENCE: S 04°41'35" E, departing said south line of said sewer easement, with an east line of said 729.582 acre tract and a west line of said 189.01 acre tract, a distance of 558.89 feet to a found ½" iron rod for an angle;

S 30°22'23" E, with said east line of said 729.582 acre tract and a west line of said 189.01 acre tract, a distance of 2.69 feet to a found ½" iron rod at an angle;

35.904 Acres
Conservation Easement Tract 7
Job No.: 9371-13

S 66°48'47" E, with said east line of said 729.582 acre tract and a west line of said 189.01 acre tract, a distance of 12.36 feet to a found ½" iron rod at an angle;

THENCE: S 51°32'31" E at a distance of 22.64 feet passing a south corner of a 29.022 acre tract described in deed to Lone Star Growers, Co., recorded in Volume 6723, Pages 353-358 of the Official Public Records of Real Property, Bexar County, Texas, continuing with a southwest line of said 29.022 acre tract a distance of 73.82 feet to a south corner of said 29.022 acre tract, and continuing with a south line of said 189.01 acre tract a distance of 296.62 feet to a point on the north bank of the Medina River, for a total distance of 393.08 feet;

THENCE: With the north bank of the Medina River for an east line and a south line of said 729.582 acre tract, the following bearings and distances:

S 15°37'08" W, a distance of 136.69 feet to a point;

S 81°22'22" W, a distance of 44.35 feet to a point;

N 61°30'14" W, a distance of 56.28 feet to a point;

S 09°08'25" E, a distance of 106.07 feet to a point, being the northern most corner of a 37.395 acre easement tract surveyed concurrently as Conservation Easement Tract 9 on said 729.582 acre tract;

THENCE: Departing the north bank of the Medina River and said east and south lines of said 729.582 acre tract, with a north and northwestern line of said Conservation Easement Tract 9, over and across said 729.582 acre tract, the following bearings and distances:

S 80°36'03" W, a distance of 536.51 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 30°51'37" W, a distance of 1363.82 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 66°14'18" W, departing said northwestern line of said Conservation Easement Tract 9, a distance of 781.31 feet to a set ½" iron rod with cap marked "Pape-Dawson" on an east line of that aforementioned 100-foot Permanent Sanitary Sewer Easement;

THENCE: With said east and southeast lines of said 100-foot Permanent Sanitary Sewer Easement, over and across said 729.582 acre tract, the following bearings and distances:

N 02°34'18" E, a distance of 258.17 feet to a set ½" iron rod with cap marked "Pape-Dawson";

35.904 Acres
Conservation Easement Tract 7
Job No.: 9371-13

N 55°10'06" E, a distance of 447.33 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Departing said southeast line of said 100-foot Permanent Sanitary Sewer Easement, and continuing over and across said 729.582 acre tract, the following bearings and distances:

S 22°37'06" E, a distance of 282.07 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 68°48'23" E, a distance of 142.87 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 24°55'37" E, a distance of 614.26 feet to a set ½" iron rod with cap marked "Pape-Dawson" at an angle on said southeast line of said 100-foot Permanent Sanitary Sewer Easement;

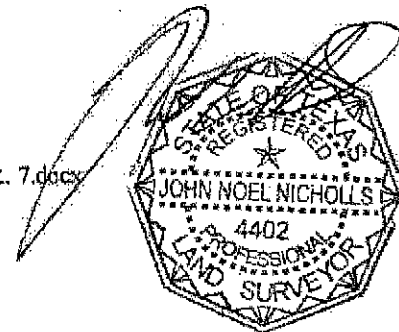
THENCE: With an east line of said 100-foot Permanent Sanitary Sewer Easement, continuing over and across said 729.582 acre tract, the following bearings and distances:

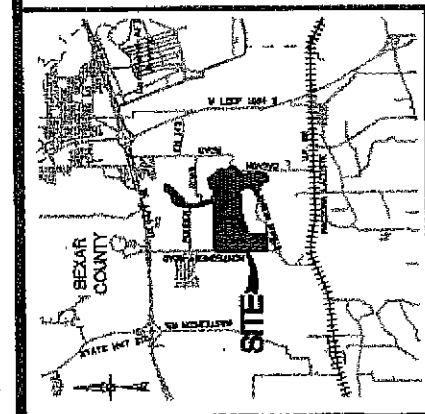
N 17°32'24" E, a distance of 610.57 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 28°02'35" E, a distance of 592.41 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 89°44'01" E, a distance of 349.09 feet to the POINT OF BEGINNING, and containing 35.904 acres in Bexar County, Texas. Said easement tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9371-13 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: December 6, 2013, December 31, 2013
JOB NO. 9371-13
DOC. ID. N:\Survey13\13-9300\9371-13\Word\9371-13 FN-CON TR. 7.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00



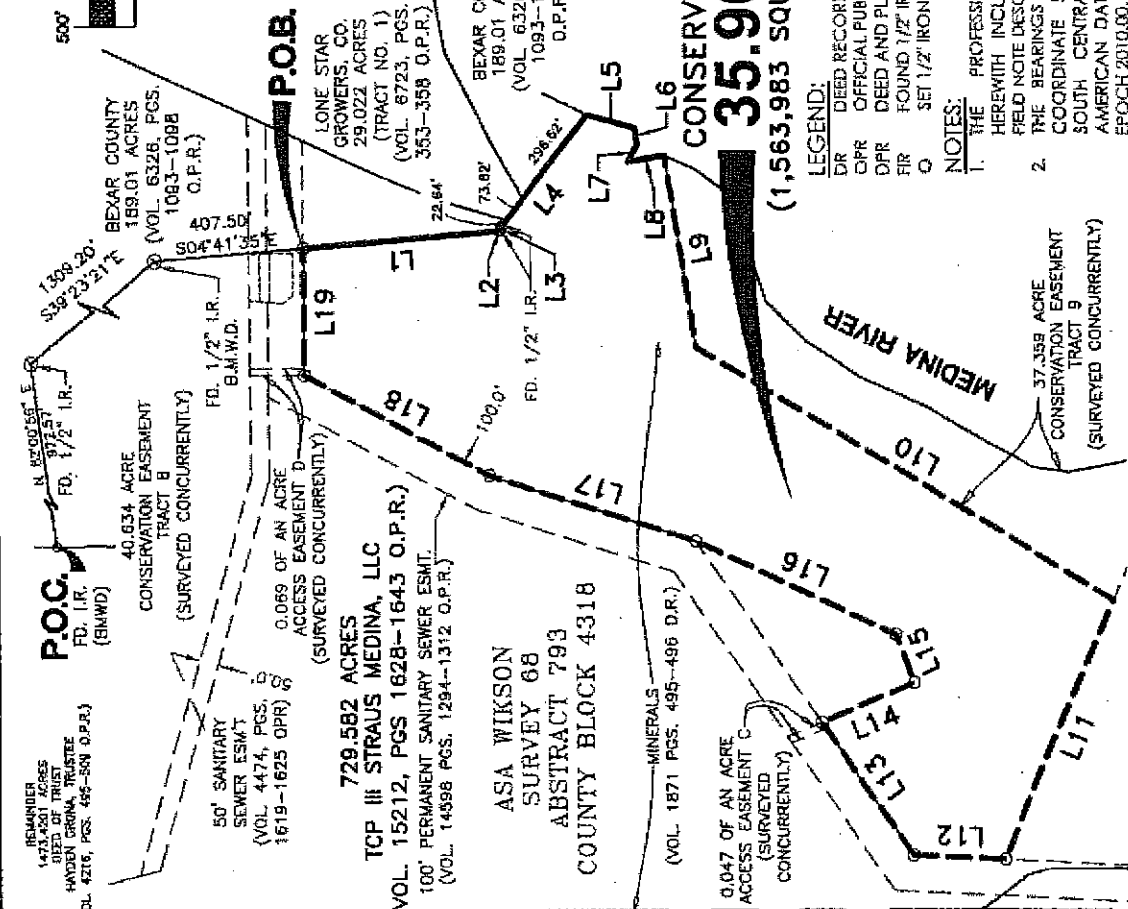
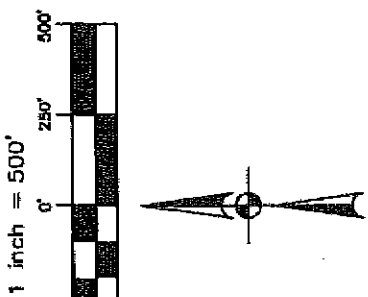


LOCATION MAP
 NAD83 MAP GRID: 44567-7
 NOT TO SCALE

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S04°41'35"E	556.89'	L11	N66°14'18"W	781.31'
L2	S30°22'23"E	2.89'	L12	N02°34'18"E	288.17'
L3	S66°48'47"E	12.36'	L13	N55°10'06"E	447.33'
L4	S51°32'31"E	393.08'	L14	S22°37'06"E	282.07'
L5	S15°37'08"W	136.69'	L15	N68°48'23"E	142.87'
L6	S81°22'22"W	44.35'	L16	N24°55'37"E	614.20'
L7	N61°30'14"W	56.28'	L17	N17°32'24"E	610.57'
L8	S09°06'25"E	108.07'	L18	N28°02'35"E	592.41'
L9	S80°36'03"W	536.51'	L19	N69°44'01"E	348.09'
L10	S30°51'37"W	1363.82'			



505 207 HUNTER | SUITE 4000 TEXAS 76118 | PHONE: 214.376.5000
 FAX: 214.376.5010
 TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 078
 TOWNSHIP OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 10888-01
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CONSERVATION ESMT. TR. 7
35.904 ACRES
 (1,563,983 SQUARE FEET MORE OR LESS)

LEGEND:

- DR DEED RECORDS OF BEJAR COUNTY, TEXAS
- DPR OFFICIAL PUBLIC RECORDS OF BEJAR COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF BEJAR COUNTY, TEXAS
- FIR FOUND 1/2" IRON ROD
- Q SET 1/2" IRON ROD (PD)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00.

EXHIBIT OF

CONSERVATION EASEMENT TRACT 7

A 35.904 ACRE, OR 1,563,983 SQUARE FEET MORE OR LESS, EASEMENT TRACT LOCATED ON A 729.582 ACRE TRACT DESCRIBED IN DEED TO TCP III STRAUS MEDINA, LLC RECORDED IN VOLUME 15212, PAGES 1628-1643, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEJAR COUNTY, TEXAS, OUT OF THE ASA WIKSON SURVEY NO. 68, ABSTRACT 793, COUNTY BLOCK 4318, OF BEJAR COUNTY, TEXAS.

DECEMBER 5, 2013, DECEMBER 31, 2013.

JOB NO.:

SHEET 4 OF 4
 9371-13

TOGETHER WITH:

A-33



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR
CONSERVATION EASEMENT TRACT 8

A 40.634 acre, or 1,770,021 square feet more or less, easement tract located on a 729.582 acre tract described in deed to TCP III Straus Medina, LLC recorded in Volume 15212, Pages 1628-1643, of the Official Public Records of Real Property, Bexar County, Texas, out of the John Barrit Survey No. 66, Abstract 47, County Block 4317 and the Asa Wikson Survey No. 68, Abstract 793, County Block 4318, of Bexar County, Texas. Said 40.634 acre easement tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

BEGINNING: At a found iron rod marked "BMWD" on an east line of the remainder 1473.4201 acre tract described in deed of trust to Hayden Grona, Trustee and recorded in Volume 4216, Pages 495-509 of the Official Public Records of Bexar County, Texas at its intersection with a north line of said 729.582 acre tract and a south line of a 189.01 acre tract described in deed to Bexar County, recorded in Volume 6326, Pages 1093-1098 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Departing said east line of said remainder 1473.4201 acre tract, with said south line of said 189.01 acre tract, and said north line of said 729.582 acre tract, the following bearings and distances:

N 82°00'56" E, a distance of 972.57 feet to a found ½" iron rod;

S 39°23'21" E, a distance of 1309.20 feet to found iron rod marked "BMWD";

S 04°41'35" E, a distance of 257.21 feet to a set ½" iron rod with cap marked "Pape-Dawson" on a north line of a 50-foot wide Sanitary Sewer Easement recorded in Volume 4474, Pages 1619-1625, the northeast corner of a 0.362 acre Sanitary Sewer Easement recorded in Volume 5732, Pages 258-266, both of the Official Public Records of Real Property, Bexar County, Texas;

THENCE: S 89°44'04" W, with said north line of said 50-foot wide Sanitary Sewer Easement, passing the northeast corner of a 0.069 of an acre access easement surveyed concurrently as Access Easement D at a distance of 317.49 feet, continuing with said north line of said 50-foot wide Sanitary Sewer Easement, the north line of said Access Easement D, a distance of 20.00 feet to the northwest corner of said Access Easement D, continuing with said north line of said 50-foot wide Sanitary Sewer Easement a distance of 94.76 feet to a set ½" iron rod with cap marked "Pape-Dawson", for a total distance of 432.25 feet;

40.634 Acres
Conservation Easement Tract 8
Job No.: 9371-13

THENCE: Departing said north line of said 50-foot wide Sanitary Sewer Easement, over and across said 729.582 acre tract, the following bearings and distances:

N 10°58'13" W, a distance of 139.82 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 88°42'17" W, a distance of 511.19 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 05°55'08" E, a distance of 367.65 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 50°28'17" W, a distance of 253.93 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 25°41'01" W, a distance of 139.15 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°03'17" W, a distance of 712.77 feet to a set ½" iron rod with cap marked "Pape-Dawson" on a northeast line of a 4.89 acre, 50-foot wide Sanitary Sewer Easement recorded in Volume 12458, Pages 2392-2398, of the Official Public Records of Real Property, Bexar County, Texas;

THENCE: With said northeast line of said 4.89 acre Sanitary Sewer Easement, and continuing over and across said 729.582 acre tract, the following bearings and distances:

N 74°05'33" W, a distance of 1185.11 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°54'27" W, a distance of 25.00 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 74°05'33" W, a distance of 226.71 feet to a set ½" iron rod with cap marked "Pape-Dawson" on a west line of said 729.582 acre tract, from which a found ½" iron rod with cap marked "BMWD" at a corner on a west line of said 729.582 acre tract bears S 14°55'24" W, a distance of 25.00 feet;

THENCE: Departing said northeast line of said 4.89 acre Sanitary Sewer Easement and with a west line of said 729.582 acre tract, the following bearings and distances:

N 14°55'24" E, a distance of 19.57 feet to a found iron rod with cap marked "BMWD";

N 18°50'03" W, a distance of 168.83 feet to a found iron rod with cap marked "BMWD";

40.634 Acres
Conservation Easement Tract 8
Job No.: 9371-13

N 08°27'34" W, a distance of 141.33 feet to a found iron rod with cap marked "BMWD";

N 00°32'56" E, a distance of 101.21 feet to a found iron rod with cap marked "BMWD";

THENCE: S 89°27'04" E, departing said west line of said 729.582 acre tract, over and across said 729.582 acre tract, a distance of 66.10 feet to a found iron rod with cap marked "BMWD", a corner on a northeast line of said 729.582 acre tract;

THENCE: With said northeast, north and west lines of said 729.582 acre tract, the following bearings and distances:

S 28°32'35" E, a distance of 128.67 feet to a found iron rod with cap marked "BMWD";

N 86°08'24" E, a distance of 95.58 feet to a found iron rod with cap marked "BMWD";

S 71°00'54" E, a distance of 627.31 feet to a found iron rod with cap marked "BMWD";

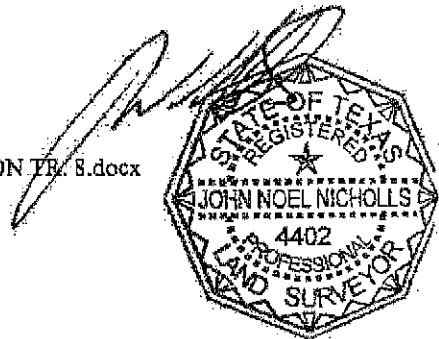
S 75°46'41" E, a distance of 357.30 feet to a found iron rod with cap marked "BMWD";

S 89°48'59" E, a distance of 328.20 feet to a found ½" iron rod;

N 00°38'01" E, a distance of 295.76 feet to a found iron rod with cap marked "BMWD";

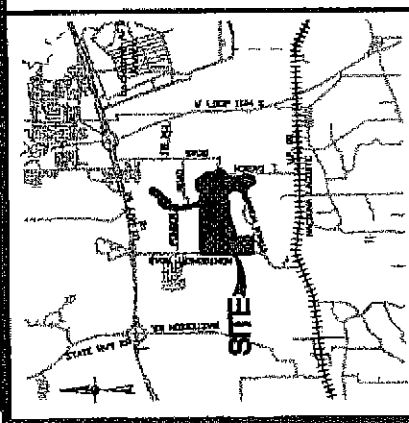
THENCE: N 00°51'24" W, a distance of 101.95 feet to the POINT OF BEGINNING, and containing 40.634 acres in the Bexar County, Texas. Said easement tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9371-13 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: December 6, 2013, December 31, 2013
JOB NO. 9371-13
DOC. ID. N:\Survey\13\13-9300\9371-13\Word\9371-13 FN-CON TR. 8.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00



TOGETHER WITH:

A-38



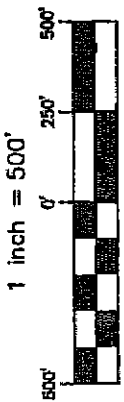
LOCATION MAP
 MAPSCO MAP GRID: 445/R7
 NORTH SCALE

LEGEND:

- DR DEED RECORDS OF BEXAR COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- FIR FOUND 1/2" IRON ROD
- O SET 1/2" IRON ROD (FD)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NAD2011) EPOCH 2010.00.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N82°00'58"E	972.57'
L2	S39°23'21"E	1308.20'
L3	S04°41'35"E	257.21'
L4	S89°44'04"W	432.25'
L5	N10°58'13"W	139.82'
L6	N88°42'17"W	511.19'
L7	N05°55'08"E	367.65'
L8	N50°28'17"W	253.93'
L9	S29°41'01"W	139.15'
L10	S7°40'31"W	712.77'

LINE TABLE		
LINE	BEARING	LENGTH
L11	N74°05'33"W	1185.11'
L12	S15°54'27"W	25.00'
L13	N74°05'33"W	226.71'
L14	N14°55'24"E	19.57'
L15	N18°50'03"W	168.83'
L16	N08°27'34"W	141.33'
L17	N00°32'56"E	101.21'
L18	S89°27'04"E	66.10'
L19	S28°32'35"E	128.67'
L20	N86°08'24"E	95.56'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S71°00'54"E	627.31'
L22	S75°48'41"E	357.30'
L23	S89°48'59"E	328.20'
L24	N00°38'01"E	295.76'
L25	N00°51'24"W	101.95'

565 EAST MAULEY | SAN ANTONIO TEXAS 78216 | PHONE: 210.371.8000
 FAX: 210.371.9915
 DEEDS, BORDS OF PROFESSIONAL ENGINEERS, NEW RECORDS, AND ETC.
 TOTAL BORDS OF PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND ARCHITECTS / 10000-00
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**PAPE-DAWSON
 ENGINEERS**

Date: Jan 17, 2014, 10:57am User ID: D:\farrence
 File: N:\Survey\313-9300\9371-13\Statement\Complite-Conservation\9371-13EX CON-ESMT 8.dwg

DECEMBER 6, 2013, DECEMBER 31, 2013.

JOB No.: 9371-13
 SHEET 5 OF 5



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR
CONSERVATION EASEMENT TRACT 9

A 37.395 acre, or 1,628,916 square feet more or less, easement tract located on a 729.582 acre tract described in deed to TCP III Straus Medina, LLC recorded in Volume 15212, Pages 1628-1643, of the Official Public Records of Real Property, Bexar County, Texas, and out of the Asa Wikson Survey No. 68, Abstract 793, County Block 4318, of Bexar County, Texas. Said 37.395 acre easement tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING at a found ½" iron rod with cap marked "Pape-Dawson" on the east right-of-way line of WT Montgomery Road (formerly known as Montgomery Road), an 86-foot wide public right-of-way, being the westernmost southwest corner of said 729.582 acres, said iron rod is 11,955 feet south of the south right-of-way line of U.S. Highway 90 West;

THENCE: Departing said east right-of-way line of WT Montgomery Road (formerly known as Montgomery Road) and with the south line of said 729.582 acre tract, the following bearings and distances:

N 88°49'03" E, a distance of 1144.17 feet to a found ½" iron rod with cap marked "Pape-Dawson";

N 67°31'08" E, a distance of 438.05 feet to a found ½" iron rod with cap marked "Pape-Dawson";

N 00°05'01" W, a distance of 1729.14 feet to a found ½" iron rod with cap marked "Pape-Dawson";

N 72°26'11" E, a distance of 2053.06 feet to a found ½" iron rod with cap marked "Pape-Dawson";

N 85°26'30" E, a distance of 733.09 feet to a found ½" iron rod with cap marked "Pape-Dawson";

N 84°45'57" E, a distance of 1376.57 feet to a found iron rod with cap marked "BMW";

N 85°02'04" E, a distance of 700.13 feet to a found ½" iron rod with cap marked "Pape-Dawson";

37.395 Acres
Conservation Easement Tract 9
Job No.: 9371-13

S 36°03'41" E, a distance of 713.56 feet to a found ½" iron rod with cap marked "Pape-Dawson";
S 15°30'25" E, a distance of 62.65 feet to a found ½" iron rod with cap marked "Pape-Dawson";
S 00°31'07" E, a distance of 497.60 feet to a found ½" iron rod with cap marked "Pape-Dawson";
S 07°41'24" W, a distance of 104.46 feet to a found ½" iron rod with cap marked "Pape-Dawson";
S 19°10'27" W, a distance of 146.86 feet to a found ½" iron rod with cap marked "Pape-Dawson";
S 32°59'25" W, a distance of 92.37 feet to a found ½" iron rod with cap marked "Pape-Dawson";
S 47°24'18" W, a distance of 305.02 feet to a found ½" iron rod with cap marked "Pape-Dawson";
S 53°38'17" W, a distance of 111.26 feet to a found ½" iron rod with cap marked "Pape-Dawson";
S 60°36'23" W, a distance of 163.67 feet to a found ½" iron rod with cap marked "Pape-Dawson";
S 52°54'01" W, a distance of 138.54 feet to a found ½" iron rod with cap marked "Pape-Dawson";
S 66°33'26" W, a distance of 83.66 feet to a found ½" iron rod with cap marked "Pape-Dawson";
S 85°41'20" W, a distance of 126.30 feet to a found ½" iron rod with cap marked "Pape-Dawson";
S 12°39'24" E, a distance of 22.21 feet to a 2" steel fencepost;
S 26°12'20" E, a distance of 14.04 feet to a set ½" iron rod with cap marked "Pape-Dawson" and the POINT OF BEGINNING of the herein described easement tract;

THENCE: Departing said south line and over and across said 729.582 acre tract the following bearings and distances:

N 85°41'20" E, a distance of 123.74 feet to a set ½" iron rod with cap marked "Pape-Dawson";

- N 66°33'26" E, a distance of 93.75 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- N 52°54'01" E, a distance of 140.38 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- N 60°36'23" E, a distance of 167.40 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- S 81°27'12" E, a distance of 35.61 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- S 84°50'54" E, a distance of 284.72 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- S 77°58'19" E, a distance of 277.67 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- S 60°05'30" E, a distance of 346.97 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- S 28°18'50" E, a distance of 428.76 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- S 29°03'59" E, a distance of 174.77 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- S 30°35'11" E, a distance of 64.66 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- S 22°08'29" E, a distance of 45.19 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- S 28°18'50" E, a distance of 66.98 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- N 70°42'36" E, a distance of 169.20 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- N 07°07'30" W, a distance of 193.13 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- N 23°35'41" E, a distance of 252.69 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- N 47°37'57" W, a distance of 327.82 feet to a set ½" iron rod with cap marked "Pape-Dawson";

37.395 Acres
Conservation Easement Tract 9
Job No.: 9371-13

N 07°32'22" W, a distance of 365.14 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 22°51'17" E, a distance of 222.47 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 22°51'17" E, a distance of 127.02 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 12°01'30" W, a distance of 454.80 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 66°14'18" W, a distance of 116.38 feet to a ½" iron rod with cap marked "Pape-Dawson" set for the southernmost corner of a 35.904 acre easement tract surveyed concurrently as Conservation Easement Tract 7;

THENCE: With a southeast line of said Conservation Easement Tract 7 the following bearings and distances:

N 30°51'37" E, a distance of 1363.82 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 80°36'03" E, a distance of 536.51 feet to a point on the north bank of the Medina River;

THENCE: With the north bank of the Medina River the following bearings and distances:

S 23°32'31" W, a distance of 101.99 feet to a point;

S 37°19'01" W, a distance of 136.03 feet to a point;

S 77°44'54" W, a distance of 129.92 feet to a point;

S 70°22'24" W, a distance of 159.07 feet to a point;

S 45°03'23" W, a distance of 156.92 feet to a point;

S 33°10'02" W, a distance of 185.09 feet to a point;

S 23°59'10" W, a distance of 206.68 feet to a point;

S 29°57'30" W, a distance of 197.89 feet to a point;

S 27°29'57" W, a distance of 142.79 feet to a point;

S 07°10'14" W, a distance of 103.64 feet to a point;

S 10°11'56" E, a distance of 131.22 feet to a point;

S 13°32'14" E, a distance of 108.96 feet to a point;

S 28°22'13" E, a distance of 135.66 feet to a point;

37.395 Acres
Conservation Easement Tract 9
Job No.: 9371-13

S 22°20'34" E, a distance of 87.31 feet to a point;
S 06°36'13" W, a distance of 186.19 feet to a point;
S 12°58'03" W, a distance of 64.20 feet to a point;
S 11°59'39" W, a distance of 189.95 feet to a point;
S 26°59'41" W, a distance of 95.57 feet to a point;
S 11°41'14" W, a distance of 34.85 feet to a point;
S 13°16'27" E, a distance of 134.26 feet to a point;
S 37°47'11" E, a distance of 114.56 feet to a point;
S 46°09'10" E, a distance of 45.01 feet to a point;
S 75°26'43" E, a distance of 77.73 feet to a point;
N 61°07'44" E, a distance of 18.39 feet to a point;
S 71°57'21" E, a distance of 120.77 feet to a point;
S 13°45'47" W, a distance of 263.98 feet to a point;
S 09°26'05" W, a distance of 95.09 feet to a point;
S 30°42'23" W, a distance of 188.07 feet to a point;
S 14°49'25" E, a distance of 63.09 feet to a point;
S 04°49'49" E, a distance of 111.72 feet to a point;
S 30°27'03" W, a distance of 168.74 feet to a point;
S 64°26'03" W, a distance of 368.55 feet to a point;
S 83°47'04" W, a distance of 179.89 feet to a point;
N 72°21'55" W, a distance of 22.47 feet to a point;
N 26°40'05" W, a distance of 453.62 feet to a point;
N 36°06'02" W, a distance of 360.41 feet to a point;
N 47°27'07" W, a distance of 84.17 feet to a point;
N 36°45'52" W, a distance of 148.13 feet to a point;
N 76°22'35" W, a distance of 81.38 feet to a point;
N 82°33'59" W, a distance of 141.96 feet to a point;
N 89°33'40" W, a distance of 194.42 feet to a point;

37.395 Acres
Conservation Easement Tract 9
Job No.: 9371-13

N 64°19'22" W, a distance of 175.44 feet to a point;

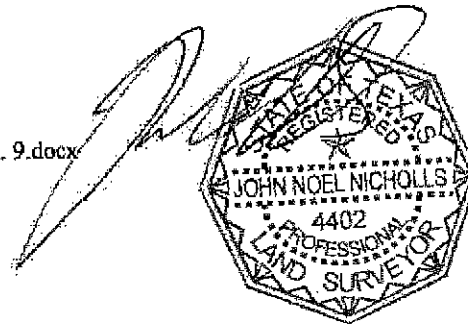
S 80°51'53" W, a distance of 277.54 feet to a point;

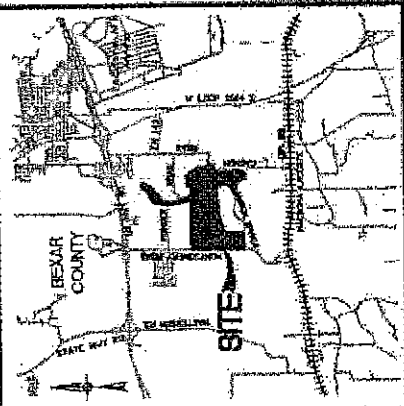
N 74°16'09" W, a distance of 149.26 feet to a point on said north bank of the Medina River and a corner of said 729.582 acre tract;

THENCE: N 20°12'00" E, departing said north bank of said Medina River and with the line of said 729.582 acre tract, a distance of 26.43 feet to a 2" steel fencepost;

THENCE: N 26°12'20" W, a distance of 22.71 feet to the POINT OF BEGINNING, and containing 37.395 acres in Bexar County, Texas. Said easement tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9371-13 by Pape-Dawson Engineers, Inc.

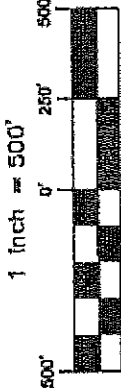
PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: December 6, 2013, December 31, 2013
JOB NO. 9371-13
DOC. ID.N:\Survey13\13-9300\9371-13\Word\9371-13 FN-CON TR. 9.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00





LOCATION MAP
MAPSCO MAP GRID, 645E/7
NORTH TO SCALE

LINE	BEARING	LENGTH
L1	N85°41'20"E	123.74'
L2	N66°33'26"E	93.75'
L3	N52°54'01"E	140.38'
L4	N60°36'23"E	167.40'
L5	S81°27'12"E	35.61'
L6	S84°50'54"E	284.72'
L7	S77°58'19"E	277.67'
L8	S60°05'30"E	346.97'
L9	S28°18'50"E	428.76'
L10	S29°03'59"E	174.77'
L11	S30°35'11"E	64.66'
L12	S22°08'29"E	45.19'



- NOTES:**
1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NAD83 (NA2011)) EPOCH 2010.00. SEE SHEETS 8 AND 9 OF 9 FOR THIS CONTINUED FROM P.O.C. TO P.O.B.

- LEGEND:**
- DR DEED RECORDS OF BEJAR COUNTY, TEXAS
 - OPR OFFICIAL PUBLIC RECORDS OF BEJAR COUNTY, TEXAS
 - DPR DEED AND PLAT RECORDS OF BEJAR COUNTY, TEXAS
 - FR FOUND 1/2" IRON ROD
 - O SET 1/2" IRON ROD (PD)

LINE	BEARING	LENGTH
L13	S28°18'50"E	56.98'
L14	N70°42'36"E	169.20'
L15	N07°07'30"W	193.13'
L16	N23°35'41"E	252.89'
L17	N47°37'57"W	327.82'
L18	N07°32'22"W	365.14'
L19	N22°51'17"E	222.47'
L20	N22°51'17"E	127.02'
L21	N12°01'30"W	454.80'
L22	N66°14'18"W	116.38'
L23	N30°51'37"E	1363.82'
L24	N80°36'03"E	536.51'

WT MONTGOMERY ROAD
(1/4" & MONTGOMERY ROAD)

729.582 ACRES
TCP III STRAUS MEDINA, LLC
(VOL. 15212, PGS. 1628-1643 O.P.R.)
RAFAEL ALDERETE
SURVEY 12
ABSTRACT 21
COUNTY BLOCK
4300

11,995' SOUTH OF THE
SOUTH R.O.W. LINE OF
U.S. 90 WEST
FD. 1/4"
I.R. (PD)

P.O.C.

N 88°49'03" E
1,144.17'

729.582 ACRES
TCP III STRAUS MEDINA, LLC
(VOL. 15212, PGS. 1628-1643 O.P.R.)

REMAINDER
1094.62 ACRES
(VOL. 7915 PGS. 867-879 O.P.R.)

GIL RODRIGUEZ SURVEY 11
ABSTRACT 616
COUNTY BLOCK 4319

REMAINDER
1094.62 ACRES
(VOL. 7915 PGS. 867-879 O.P.R.)

729.582 ACRES
TCP III STRAUS MEDINA, LLC
(VOL. 15212, PGS. 1628-1643 O.P.R.)

N 72°08'11" E
2,053.06'

N 85°26'30" E
733.09'

FOR THE CONTINUATION
SEE SHEET 8 OF 9

LINE	BEARING	LENGTH
L25	S23°32'31"W	101.99'
L26	S37°19'01"W	136.03'
L27	S77°44'54"W	129.92'
L28	S70°22'24"W	159.07'
L29	S45°03'23"W	158.92'
L30	S33°10'02"W	185.09'
L31	S23°59'10"W	206.68'
L32	S29°57'30"W	197.89'
L33	S27°29'57"W	142.79'
L34	S07°10'14"W	103.64'
L35	S10°11'56"E	131.22'
L36	S13°32'14"E	108.96'

EXHIBIT OF
CONSERVATION EASEMENT TRACT 9

A 37.395 ACRE, OR 1,628,916 SQUARE FEET MORE OR LESS, EASEMENT TRACT LOCATED ON A 729.582 ACRE TRACT DESCRIBED IN DEED TO TCP III STRAUS MEDINA, LLC RECORDED IN VOLUME 15212, PAGES 1628-1643, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEJAR COUNTY, TEXAS, AND OUT OF THE ASA WIKSON SURVEY NO. 68, ABSTRACT 793, COUNTY BLOCK 4318, OF BEJAR COUNTY, TEXAS.

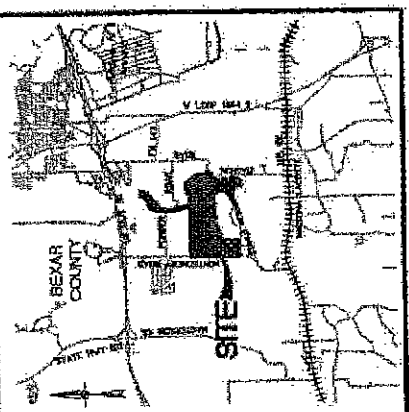
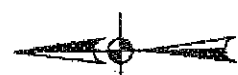
DECEMBER 6, 2013, DECEMBER 31, 2013

JOB No.: 9371-13
SHEET 7 OF 9

PAPE-DAWSON ENGINEERS

355 EAST AVENUE | SAN ANTONIO TEXAS 78116 | PHONE: 210.375.4000
THIS OFFICE OF PROFESSIONAL QUALITY CONTROL (PQC) IS NOT A PART OF THE FIRM.
2044 BLVD OF AMERICAS, SUITE 200, SAN ANTONIO, TX 78207-1000
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A-45



LOCATION MAP
MAYSCO MAP GRID 445/57
NOT TO SCALE

LINE	BEARING	LENGTH
L37	S28°22'13"E	135.86'
L38	S22°20'34"E	87.31'
L39	S05°36'13"W	186.19'
L40	S12°58'03"W	64.20'
L41	S11°59'39"W	189.95'
L42	S26°59'41"W	95.57'
L43	S11°41'14"W	34.85'
L44	S13°16'27"E	134.26'
L45	S37°47'11"E	114.56'
L46	S46°09'10"E	45.01'
L47	S75°26'43"E	77.73'
L48	N61°07'44"E	18.39'

LINE	BEARING	LENGTH
L49	S71°57'21"E	120.77'
L50	S13°45'47"W	263.98'
L51	S09°26'05"W	95.09'
L52	S30°42'23"W	188.07'
L53	S14°49'25"E	63.09'
L54	S04°49'49"E	111.72'
L55	S30°27'03"W	168.74'
L56	S64°26'03"W	368.55'
L57	S83°47'04"W	179.89'
L58	N72°21'55"W	22.47'
L59	N28°40'05"W	453.62'
L60	N35°05'02"W	360.41'

SEE SHEET 7 OF 9
FOR THE CONTINUATION

LEGEND:
DR DEED RECORDS OF BEXAR COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
F.I.R. FOUND 1/2" IRON ROD
O. SET 1/2" IRON ROD (P.D.)

NOTES:
1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00.
3. SEE SHEET 7 AND 9 FOR TIES CONTINUED FROM P.O.C. TO P.O.B.

LINE	BEARING	LENGTH
L61	N47°27'07"W	84.17'
L62	N36°45'52"W	148.13'
L63	N76°22'35"W	81.38'
L64	N82°33'59"W	141.96'
L65	N89°33'40"W	194.42'
L66	N64°19'22"W	175.44'
L67	S80°51'53"W	277.54'
L68	N74°16'09"W	149.26'
L69	N20°12'00"E	26.43'
L70	N26°12'20"W	22.71'

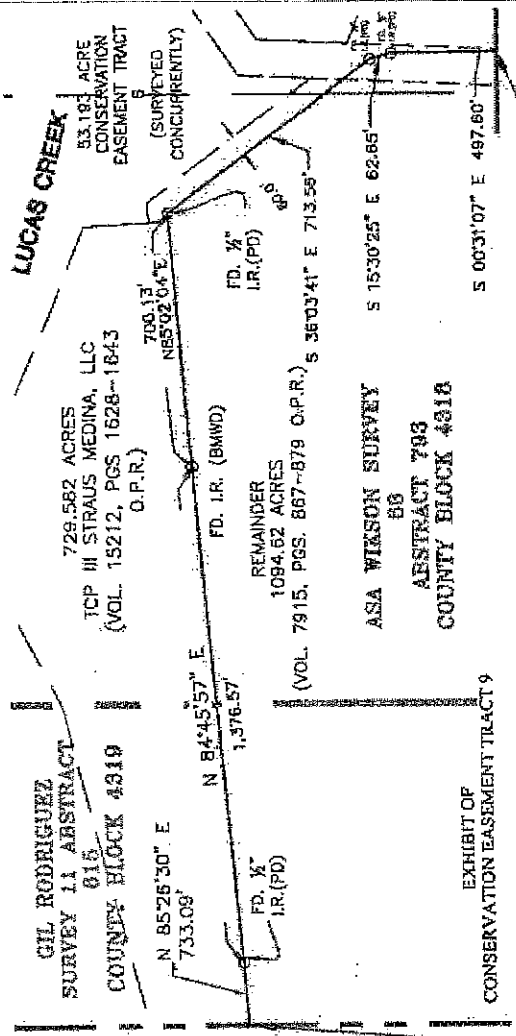


EXHIBIT OF
CONSERVATION EASEMENT TRACT 9

ASA WIKSON SURVEY
88
ABSTRACT 793
COUNTY BLOCK 4318

A 37.395 ACRE, OR 1,628,916 SQUARE FEET MORE OR LESS, EASEMENT TRACT LOCATED ON A 729.582 ACRE TRACT DESCRIBED IN DEED TO TCP III STRAUS MEDINA, LLC RECORDED IN VOLUME 15212, PAGES 1628-1643, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS, AND OUT OF THE ASA WIKSON SURVEY NO. 88, ABSTRACT 793, COUNTY BLOCK 4318, OF BEXAR COUNTY, TEXAS.

DECEMBER 6, 2013, DECEMBER 31, 2013

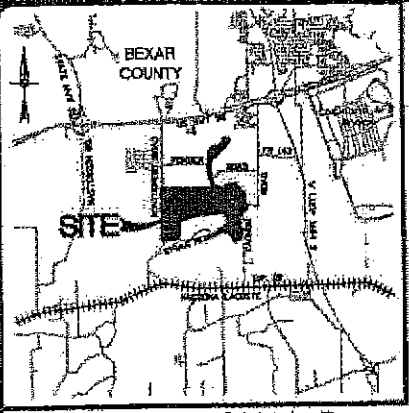
SHEET 8 OF 8
JOB No.: 9371-13

PAPE-DAWSON ENGINEERS

305 EAST GINNEY | SAN ANTONIO, TEXAS 78215 | PHONE: 210.315.8200
FAX: 210.315.2010
THIS FIRM IS AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER.
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Date: Feb 27, 2014, 1:53pm User ID: D:\Dawson
File: N:\Survey\1313-0380\1313-13 Easement Exhibit - Conservation\19371-13EK.dwg User: ESUT 9.dwg

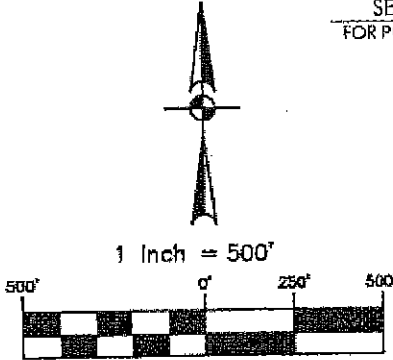
A-46



LOCATION MAP
MAPSCO MAP GRID: 645E-7
NOT TO SCALE

LEGEND:
DR DEED RECORDS OF BEXAR COUNTY, TEXAS
OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
FIR FOUND 1/2" IRON ROD

- NOTES:**
1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2011.
 3. SEE SHEET 7 AND 8 OF 9 FOR TIES CONTINUED FROM P.O.C. TO P.O.B.



SEE SHEET 8 OF 9
FOR POS TIE CONTINUATION

S 32°59'25" W 92.37'
S 47°24'18" W 305.02'
S 53°38'17" W 111.26'
S 60°36'23" W 163.67'
S 52°54'01" W 138.54'
S 68°33'28" W 93.66'
S 85°41'20" W 126.30'
S 12°39'24" E 22.21'
S 26°12'20" E 14.04'

S 00°31'07" E 497.60'
S 07°41'24" W 104.46'
S 19°10'27" W 148.86'
729.582 ACRES
TCP III STRAUS MEDINA, LLC
(VOL. 15212, PGS 1628-1643
O.P.R.)
MINERALS
(VOL. 1871 PGS. 495-496
D.R.)

CONSERVATION ESMT. TR. 9
37.395 ACRES
(1,628,916 SQ. FT.)

ALEXAS BUSTILLOS
SURVEY NO. 56
ABSTRACT NO. 52

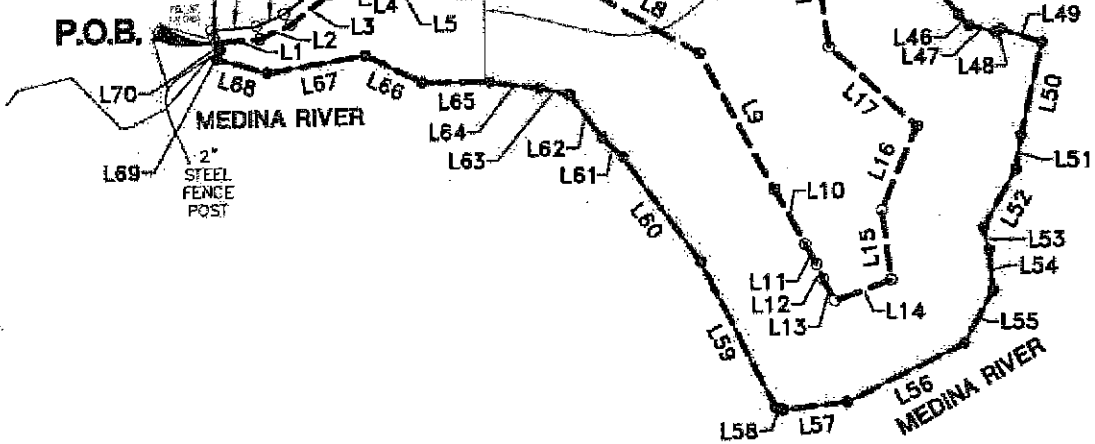


EXHIBIT OF
CONSERVATION EASEMENT TRACT 9

A 37.395 ACRE, OR 1,628,916 SQUARE FEET MORE OR LESS, EASEMENT TRACT LOCATED ON A 729.582 ACRE TRACT DESCRIBED IN DEED TO TCP III STRAUS MEDINA, LLC RECORDED IN VOLUME 15212, PAGES 1628-1643, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS, AND OUT OF THE ASA WIKSON SURVEY NO. 68, ABSTRACT 793, COUNTY BLOCK 4318, OF BEXAR COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS

555 EAST HANSEY | SAN ANTONIO TEXAS 78216 | PHONE: 210.375.8000
FAX: 210.375.9910

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 180288-06

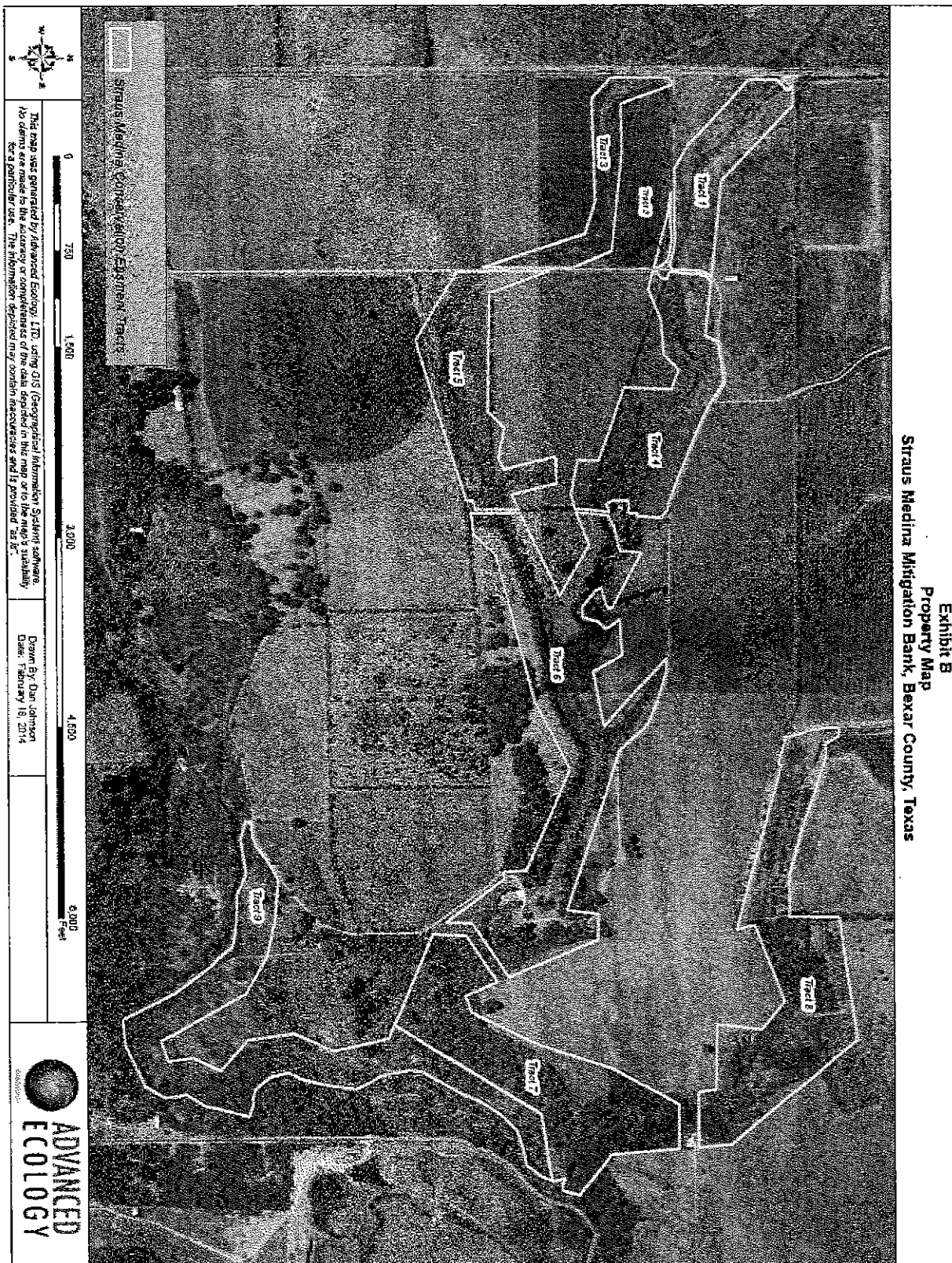
SHEET 9 OF 9

DECEMBER 6, 2013, DECEMBER 31, 2014 JOB No.: 9371-13

A-47

Date: Feb 27, 2014, 2:28pm User ID: D:\terrance
 File: N:\Survey\13-9300\9371-13\Conservation Exhibits-Conservation\9371-13EX CON-ESMT 9.dwg

Exhibit B to Conservation Easement Agreement



Doc# 20140191663
Pages 67
11/05/2014 3:43PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$286.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
11/05/2014 3:43PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff