

DEVILS RIVER STATE NATURAL AREA
CONSERVATION EASEMENT

STATE OF TEXAS §
COUNTY OF VAL VERDE §

GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement ("Conservation Easement") is made on this 12TH day of MAY, 2003, by the TEXAS PARKS AND WILDLIFE DEPARTMENT with an address of 4200 Smith School Road, Austin, Texas 78744, ("Grantor"), and THE NATURE CONSERVANCY OF TEXAS, INC., a non-profit corporation organized and existing under the laws of the State of Texas, with a local address of 711 Navarro, Suite 410, San Antonio, Texas 78205, ("Grantee").

RECITALS:

- A. Grantor is the sole owner in fee simple of the property ("Property") legally described in Exhibit A, attached hereto and incorporated by this reference, which consists of approximately 19,990 acres of land located in Val Verde County, State of Texas that is named the Devils River State Natural Area.
- B. The Property is a significant natural area that qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder; specifically the Property is in a substantially undisturbed natural land open-space condition and exhibits natural, scenic and open-space features. In particular, the Property is a unique area comprised of a mix of habitats and species characteristic of three ecological provinces: the Edwards Plateau, the Chihuahuan Desert, and the Tamaulipan Thornscrub. The Property protects and includes an important area for the Devils River and associated tributaries, springs, riparian woodland corridors and aquatic systems, and includes frontage on both the Devils River and the live water portion of Dolan Creek. Many unusual habitats and species are on the property or waters in or

adjacent to the Property, including the Texas Snowbells (*Styrax texanus*), the Black-capped Vireo (*Vireo atricapillus*), the Tobusch fishhook cactus (*Ancistrocactus tobuschii*), the Conchos Pupfish (*Cyprinodon eximius*), the Devils River Minnow (*Dionda diaboli*), the Proserpine Shiner (*Cyprinella proserpinus*) and the Devils River Blackhead Snake (*Tantilla rubra diaboli*).

C. The Property is currently a part of the Devils River State Natural Area, a Natural Area as defined in 31 Texas Administrative Code Section 59.64(c). The characteristics of the Property, its current use and state of improvement, are described in a report entitled Baseline Report of Devils River State Natural Area dated 3/18/03 + 3/21/03 prepared by Grantee for the Grantor. The Grantor worked with the Grantee to ensure that the report is a complete and accurate description of the Property as of the date of this Conservation Easement. It will be used by the Grantor and Grantee 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 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.

D. Grantor and Grantee have the common purpose of conserving the above-described conservation values of the Property in perpetuity; the State of Texas has authorized the creation of Conservation Easements pursuant to Chapter 183 of the Texas Natural Resources Code; and Grantor and Grantee wish to avail themselves of the provisions of that law.

NOW, THEREFORE, Grantor, for and in consideration of the facts recited above, the mutual covenants, terms, conditions and restrictions contained herein and other good and valuable consideration to Grantor, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto Grantee a Conservation Easement in perpetuity over the Property of the nature and character as follows:

1. **PURPOSE.** The purpose of this Conservation Easement is to ensure that the Property will be retained as a State Natural Area, as defined by 31 TAC Section 59.64(c) or any successor thereto, forever predominantly in its natural and scenic condition; to protect native plants, animals or plant communities on the Property; to prevent any use of the Property that will

significantly impair or interfere with the conservation values of the Property described above, while allowing for uses on the Property that are compatible with and not destructive of the conservation values of the Property, such as limited outdoor recreation and fishing. Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Conservation Easement. However, unless otherwise specified below, nothing in this Conservation Easement shall require Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no control. Grantor understands that nothing in this Conservation Easement relieves it of any obligation or restriction on the use of the Property imposed by law.

2. **PROPERTY USES.** Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following is a listing of activities and uses which are expressly prohibited or which are expressly allowed. The allowed activities shall be permitted only to the extent that they do not impair the conservation values of the Property. Additional retained rights of Grantor are set forth in Paragraph 3 below.

2.1 Development. Any development of the Property shall be low-density in nature, and any recreational use of the Property shall not exceed a level that is not detrimental to the natural environment nor encroach upon, damage or impair the scenic or natural features of the Property. Any such development and recreational use shall be consistent with a site management plan mutually agreed to between Grantor and Grantee (the "Site Management Plan") and the Devils River State Natural Area Resource Management Plan, dated October 1, 2001 (the "Resource Management Plan"). Development of the Property shall not occur until the Site Management Plan has been completed and agreed to. The terms of this Conservation Easement and the Site Management Plan may be more restrictive than the Resource Management Plan. In the event of any inconsistencies or conflict between the Site Management Plan and the Resource Management Plan, the Site Management Plan will be controlling. In the event of any conflict

between the Site Management Plan and the Conservation Easement, the Conservation Easement will be controlling.

- 2.2 Operation. The Property shall be operated in a manner that emphasizes resource protection over public use and revenue generation. Visitor information, interpretation and education shall be emphasized to increase visitor understanding and appreciation of the conservation value of the Property.
- 2.3 Management. The Property shall be managed under the Site Management Plan and in such a manner so as to be consistent with the Resource Management Plan to insure the protection and perpetuation of the conservation value of the Property. Habitat management shall emphasize maintenance or restoration of natural communities and natural biodiversity, consistent with the Site Management Plan and Resource Management Plan.
- 2.4 Public Use. Any use of the Property by the public shall be limited to low impact, resource-oriented and non-consumptive recreation (such as, but not limited to hunting, catch and release fishing, hiking, biking, camping, canoeing, bird-watching and equestrian trail use), not detrimental to the continued preservation and stewardship of the natural features of the Property as outlined in the Site Management Plan and in such a manner so as to be consistent with the Resource Management Plan.
- 2.5 Subdivision. The Property may not be divided, subdivided or partitioned, nor conveyed or pledged for a debt except in its current configuration as an entity.
- 2.6 Mineral Extraction. To the extent Grantor controls the minerals or their extraction, extraction of subsurface minerals may be accomplished only by extraction methods that will have a limited and localized impact on, and not significantly impair or interfere with the conservation values of the Property and the purposes of this easement. Without limiting the generality of the foregoing, minerals shall not be extracted by any surface mining methods. The extractor shall at all times use best efforts and practices to prevent damage or impairment of natural values and shall restore any area damaged to its original condition. All extraction facilities shall be concealed or otherwise located so as to be compatible

with existing topography and landscape to the greatest extent practical. Grantee must be given written notice of any mineral extraction thirty (30) days prior to beginning any work.

- 2.7 Destruction of Plants, Disturbance of Natural Habitat. Grantor shall have the right to cut and remove diseased or exotic trees, shrubs, or plants, and to cut firebreaks consistent with the Resource Management Plan. Grantor shall also have the right to cut and remove trees, shrubs or plants to accommodate the activities expressly permitted under this easement. There shall be no additional removal, harvesting, destruction or cutting of native trees, shrubs or plants. There shall be no planting of non-native trees, shrubs or plants on the Property. Furthermore, except to accommodate the activities expressly permitted under this easement there shall be no use of fertilizers, plowing, or introduction of non-native animals. The preceding notwithstanding, TPWD shall be permitted to actively manage the Property pursuant to the Site Management Plan and the Resource Management Plan in the context of the goal to implement community-based resource conservation, management, and restoration including management and restoration of natural communities, stewardship of native habitats, maintenance of natural diversity, and protection of sensitive, critical, or endangered resources.
- 2.8 Hydrology. There shall be no alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, or any other water bodies on the Property.
- 2.9 Signage. No signs or billboards or other advertising displays are allowed on the Property, except that signs whose placement, number and design do not significantly diminish the scenic character of the Property may be displayed to state the name and address of the Property and the names of persons living on the Property, to advertise or regulate permitted on-site activities, and to post the Property to control unauthorized entry or use.
- 2.10 No Dumping. There shall be no storage or dumping of trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any

placement of underground storage tanks in, on, or under the Property; there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Property or on the adjacent property owned by Grantor, that could cause erosion or siltation on the Property. TPWD shall be permitted to establish a waste disposal facility on the Property which facility shall be in compliance with all applicable requirements established by the Texas Natural Resources Conservation Commission or any successor agency.

- 2.11 No Pollution. There shall be no pollution, of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall activities be conducted on the Property that would be detrimental to water purity or that could alter the natural water level or flow in or over the Property.
- 2.12 Predator Control. Grantor shall have the right to control, destroy, or trap predatory and problem animals consistent with the Resource Management Plan.
- 2.13 Commercial Development. Any commercial or industrial use of or activity on the Property, other than those relating to recreation or mineral extraction as permitted herein is prohibited.
- 2.14 Use of Existing Borrow Pits. Excavation from six existing borrow pits specifically for the purpose of on-site road maintenance is permitted so long as such excavation does not result in additional adverse impacts to the conservation values of the Property.

3. **ADDITIONAL RIGHTS RETAINED BY GRANTOR.** Grantor retains the following additional rights:

- 3.1 Existing Uses. The right to undertake or continue any activity or use of the Property not prohibited by this Conservation Easement. Prior to making any change in use of the Property, Grantor shall notify Grantee in writing to allow Grantee a reasonable opportunity to determine whether such change would violate the terms of this Conservation Easement.

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

4. **GRANTEE'S RIGHTS.** To accomplish the purpose of this Conservation Easement, the following rights are granted to Grantee by this Conservation Easement:

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

4.2 Right of Entry. In addition to any rights of the general public to enter the Property, the right of Grantee's staff, contractors and associated natural resource management professionals to enter the Property after prior notice to the Grantor for the purposes of: (a) inspecting the Property to determine if Grantor is complying with the covenants and purposes of this Conservation Easement; (b) monitoring and research as described below; and (c) education activities and interpretation of natural resources.

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

4.4 Discretionary Consent. The Grantee's consent for activities otherwise prohibited or requiring Grantee's consent under paragraph 2 above, may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the prohibited activities listed in paragraph 2 are deemed desirable by both the Grantor and Grantee, the Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring the Grantee's consent shall be

in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the purpose of this Conservation Easement. The Grantee may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purpose of this Conservation Easement and (2) either enhance or do not impair any significant conservation interests associated with the Property. Notwithstanding the foregoing, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement other than pursuant to the provisions of Paragraph 10 below.

5. **RESPONSIBILITIES OF GRANTOR AND GRANTEE NOT AFFECTED.** Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on Grantor, or in any way to affect any existing obligation of Grantor as owners of the Property, including, but not limited to, property tax liability and responsibility for the upkeep and maintenance of the Property, to the extent it may be required by law. Grantee shall have no obligation for the payment of property taxes or the upkeep or maintenance of the Property.

6. **ENFORCEMENT.** Grantee shall have the right to prevent and correct violations of the terms of this Conservation Easement. With advance written notice Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what is a violation, it may at its discretion take appropriate legal action. Except when an ongoing or imminent violation could substantially diminish or impair the conservation values of the Property, Grantee shall give Grantor written notice of the violation and sixty days to correct it (or to begin good faith efforts to correct in the event the violation is something which cannot be reasonably corrected in sixty days), before filing any legal action. If a court with jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring Grantor to restore the Property to its condition prior to the violation. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time.

7. **TRANSFER OF EASEMENT.** The parties recognize and agree that the benefits of this easement are in gross and assignable. With approval of Grantor, which approval will not be unreasonably withheld, Grantee shall have the right to transfer or assign this Conservation Easement to any private nonprofit organization that at the time of transfer, is a "qualified organization" under Section 170(h) of the U.S. Internal Revenue Code, and the organization expressly agrees to assume the responsibility imposed on Grantee by this Conservation Easement. If Grantee ever ceases to exist or no longer qualifies under Sec. 170(h) or applicable state law, a court with jurisdiction shall transfer this easement to another qualified organization having similar purposes that agrees to assume the responsibility.

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

9. **AMENDMENT OF EASEMENT.** This Conservation Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the purposes of this Conservation Easement. Any such amendment shall also be consistent with Chapter 183 of the Texas Natural Resources Code, or any regulations promulgated pursuant to that law. Grantor and Grantee have no right or power to agree to any amendment that would affect the enforceability of this Conservation Easement.

10. **TERMINATION OF EASEMENT.** If it is determined that conditions on or surrounding the Property have changed so much that it is impossible to fulfill the conservation purposes set forth above, a court with jurisdiction may, at the joint request of both Grantor and Grantee, terminate this Conservation Easement. Further, notwithstanding anything in this Conservation Easement to the contrary, in the event Grantee for any reason acquires the title to any portion of the Property, Grantee may elect (in its sole and absolute discretion) to terminate

this Conservation Easement as to such portion of the Property acquired by Grantee. In order to exercise such election, Grantee shall execute and file in the Real Property Records, Val Verde County, an affidavit or other written instrument setting forth such election.

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

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

13. **TITLE.** Grantor covenants and represents that Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement; that the Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Conservation Easement, and that Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

14. **NOTICES.** Any notices required by this Conservation Easement shall be in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee, respectively, at the following addresses, unless a party has been notified by the other of a change of address.

To Grantor:

Texas Parks and Wildlife
4200 Smith School Road
Austin, Texas 78744

To Grantee:

Legal Department
The Nature Conservancy
P.O. Box 1440
San Antonio, Texas 78295-1440

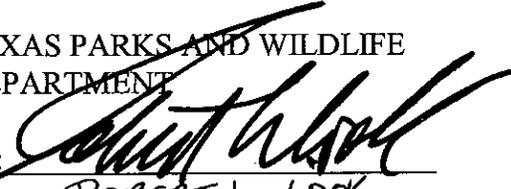
15. **ENVIRONMENTAL CONDITION.** Grantor warrants that they have no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property.
16. **SEVERABILITY.** If any provision of this Conservation Easement is found to be invalid, the remaining provisions shall not be altered thereby.
17. **PARTIES.** Every provision of this Conservation Easement that applies to Grantor or Grantee shall also apply to their respective assigns and all other successors as their interest may appear.
18. **RE-RECORDING.** In order to ensure the perpetual enforceability of the Conservation Easement, Grantee is authorized to re-record this instrument or any other appropriate notice or instrument.
19. **MERGER.** Except as provided in Paragraph 10 above, the parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.
20. **SUBSEQUENT LIENS ON PROPERTY.** No provisions of this Conservation Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinate to this Conservation Easement.
21. **ACCEPTANCE & EFFECTIVE DATE.** As attested by the Seal of The Nature Conservancy and the signature of its authorized representative affixed hereto, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Conservation Easement. This Conservation Easement is to be effective the date recorded in the Val Verde County Registry of Deeds.

TO HAVE AND TO HOLD, this Grant of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands and seals on the date first written above.

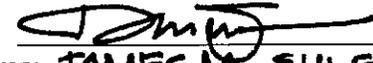
GRANTOR:

TEXAS PARKS AND WILDLIFE
DEPARTMENT

By: 
Name: ROBERT L. COOK
Title: EXECUTIVE DIRECTOR

GRANTEE:

THE NATURE CONSERVANCY OF TEXAS, INC.

By:  (SEAL)
Name: JAMES M. SULENTICH
Title: STATE DIRECTOR

STATE OF Texas §
COUNTY OF Davis §

This instrument was acknowledged before me on the 12th day of May 2003,
by Robert L. Cook Executive Director of the TEXAS PARKS AND
WILDLIFE DEPARTMENT, on behalf of said department.

Lorenza A. Estrada (SEAL)
NOTARY PUBLIC

My commission expires:

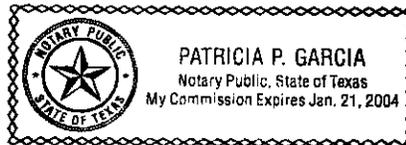


STATE OF Texas §
COUNTY OF Bexar §

This instrument was acknowledged before me on the 9 day of April,
2003, by James M. Solentich, State Director of THE NATURE CONSERVANCY
OF TEXAS, INC., on behalf of said corporation.

Patricia P. Garcia (SEAL)
NOTARY PUBLIC

My commission expires:
1/21/04



PARCEL ONE

TRACT NO.	ABST.	CERT.	SURVEY	BLK.	ORIGINAL GRANTEE	ACRES
1	2430	1954	34 SW pt	V8	J. H. Wakerfield	82.3
2	2642	371	36 S pt of E pt	TM	T.M.Ry. Co.	110.2
3	1611	793	37 S pt	TM	T.M.Ry Co.	236
4	1873	368	29 all exc.NE cor	TM	"	611.9
5	3142	368	30	TM	"	640
6	1874	369	31 SE pt	TM	"	568.7
7	2645	361	16 SE pt	TM	"	471.9
8	1444	361	15	TM	"	640
9	3270	351	6	TM	"	640
10	1447	351	5 N & W pt	TM	"	262.9
11	2561	360	14	TM	"	640
12	1452	362	17	TM	"	524.8
13	2560	362	10 N pt	TM	"	211.2
14	1732	367	27 S pt	TM	"	151
15	2579	369	32 SE cor	TM	"	58.3
16	1448	352	7 W 1/4	TM	"	160
17	1451	360	13 NE cor	TM	"	109.3
18	2551	RF7824	1 NE cor	D 1/2	E. K. Fawcett	74
19	1732	367	27 N pt	T-M	Tex.Mex.Ry.Co.	269.8
20	2645	361	16 W pt	T-M	"	136.6
21	2143	1/56	30 SE pt	H	G.W.T. & P.Ry Co.	118.1
22	2559	370	34 SW pt	T-M	Tex.Mex.Ry.Co.	28.9
23	2559	370	34 SE pt	T-M	"	54.5
24	2646	367	28 S pt	T-M	"	189.7
25	1242	4742	9 N pt	D	I. & G.N. Ry Co.	8.2
26	1243	4743	8 E pt	D	"	365.2
27	1244	4744	7 E pt	D	"	332.9
28	3412	SF10757	4	D 1/2	F. K. Fawcett	96.6
						7793.0

The lands above described in Parcel One are the same lands conveyed to Grantors herein by Elmer J. Fawcett and wife, Carlos Fawcett by Deed dated June 23, 1976, as shown of record in Volume 300, pages 64-66 of the Deed records of Val Verde County, Texas, to which Deed reference is made for a more particular description of said lands.

EXHIBIT A

Tract	Abst.	Cert.	Survey	Blk.	Original Grantee	Acres
1	2143	1/56	30 SE pt	H	G.W.T. & P. Ry Co.	118.10
2	2559	370	34 SW pt	T-M	Tex.Mex.Ry.Co.	28.90
3	1244	4744	7 W pt of E pt	D	I & G.N. Ry Co.	208.30
4	1243	4743	8 W pt of E pt	D	I & G.N. Ry. Co.	92.43
						447.73

From the 7793.0 acres shown as Parcel One is to be deducted the above 447.73 acres described in deed from Finegan, Whitehead and Fawcett, a partnership, to J. K. Finegan, George B. whitehead and Sara Lee Fawcett Bradshaw, Trustees dated October 20, 1977, recorded in Volume 322, pages 119-135 deed records of Val Verde County, Texas.

PARCEL TWO

Survey	Block	Abstr.	Cert.	Original Grantee	Acres
46 SE pt.	H	2555 3434	1/49	G.W.T. & P. Ry Co.	19.689

PARCEL THREE

Survey	Block	Abstr.	Cert.	Original Grantee	Acres
39 NE pt	H	23	1/51	G.W.T. & P. Ry Co.	38.590
2 pt	C-17	2644 2556	5435	G.C. & S.F. Ry Co.	403.828
3 all	C-17		5374	"	505.200
4 pt.	C-17		5374	"	392.850
1 NE pt	H-1/2		SF7682	E. K. Fawcett	86.390
38 NW pt	V-8		908	J. V. Sloan	150.800
TOTAL					1577.658

The lands above described in Parcel Two and in Parcel Three are the same lands described as Parcel One and Parcel Two respectively in that certain Deed from Elmer J. Fawcett and wife Carlos Fawcett to Grantors herein dated June 23, 1976, and recorded in Volume 300, pages 58-63 of the Deed Records of Val Verde County, Texas, to which deed and that record thereof reference is here made for a more particular description of the lands respectively shown in said Parcel Two and Parcel Three.

EXHIBIT B

Abstr.	Cert.	Survey	Block	Original Grantee	Acres
2148	5435	2	C-17	G.C. & S. F. ry Co.	2.610
1552	5374	3	C-17	"	30.374
TOTAL					32.984

From the 1577.658 acres in Parcel Three is to be deducted the above 32.984 acres described in Deed from Finegan, Whitehead and Fawcett, a partnership, to Brancie F. Finegan, J. K. Finegan and Emma Elizabeth Davenport dated August 15, 1977, recorded in Volume 320, pages 293-296, Deed records.

PARCEL FOUR

East part of Walter Fawcett Survey SF16359, Patent No. 209, Vol. 43B containing 22.096 acres, being more particularly described in deed from Walter Fawcett to O. D. Finegan, J. K. Finegan, Will F. Whitehead, George B. Whitehead and Walter Fawcett, dated August 15, 1977, recorded in Vol. 320, pages 262-265, of Deed Records of Val Verde County, Texas.

PARCEL FIVE

ABST.	CERT.	SURVEY	BLOCK	ORIGINAL GRANTEE	ACRES
2146	539	5 W. pt.	JAD-1	W. F. D. BARNETT	8.953
2146	539	5 SW cor.	JAD-1	W. F. D. BARNETT	1.516

and being more particularly described in deed from Brancie F. Finegan, et al to Finegan, Whitehead and Fawcett, a partnership, dated August 15, 1977, recorded in Vol. 320, pages 297-300, of the Deed Records of Val Verde County, Texas.

B

~~EXHIBIT "B"~~

EXHIBIT A (cont'd)

TRACT 2

ABST.	CERT.	SURVEY	BLK.	ORIGINAL GRANTEE	ACRES
2426	1716	32 S Pt of W/2	V-8	J. J. Mahan	449.9
2430	1954	34 Pt	V-8	J. H. Wakefield	728.3
2904	38	36 SE Cor.	V-8	J. I. Smith	228.7
2642	371	36 N Pt of E Pt	T. M.	T. M. Ry Co	181
1873	368	29 NE Cor.	T. M.	"	28.1
1611	793	37 N Pt	T. M.	"	84

The South part of the West part of Survey 32, Blk. V-8 above described containing 449.9 acres is that certain two parts of the West part of said survey, the first containing 203.1 acres, described by metes and bounds in that certain deed from E. K. Fawcett, et ux, to Lee Fawcett dated December 16, 1935 and recorded in Vol. 90, page 270-5 of the Deed Records of Val Verde County, Texas, and the second containing 246.8 acres, described by metes and bounds in that certain deed from Frances E. Fawcett, et al, to Lee Fawcett, dated December 18, 1957, and recorded in Vol. 148 at pages 257-60 of the Deed Records of Val Verde County, Texas, and each of said deeds are here referred to for a particular description of said two tracts, together comprising the 449.9 acres out of said Survey 32, above described.

That part of Survey 34, Blk. V-8, above described containing 728.3 acres, is all of two parts of said survey conveyed to Lee Fawcett by two certain Deeds, the first from E. K. Fawcett, et ux, dated December 16, 1935, recorded in Vol 90 pages 270-5 of the deed records of Val Verde County, Texas, such part in said deed, fully described therein containing 803.7 acres, and the second deed, conveying and describing therein, 6.9 acres of said survey, being from Frances E. Fawcett, et al, dated December 18, 1957, and recorded in Vol. 148 at pages 257-60 of the Deed Records of Val Verde County, Texas, said two parts containing 810.6 acres, SAVE and EXCEPT 82.3 acres thereof out of the SW part of said Survey 34, described by metes and bounds as follows:

Beginning at the SW Cor. of said Sur. 34, same being also the SE cor. of Sur. 36, Blk. T. M. for the SW Cor. of this 82.3 acre tract;

Thence North with the W line of this Sur. 34, Blk V-8 and the E. line of Sur. 36, Blk. T. M., 375.6 vrs to a point where fence crosses said Sur. line;

Thence with meanders of said fence in an easterly direction 1202 vr more or less to a point;

Thence in a Southeasterly direction to a point in the S line of the West part of this Sur. 34, and the N. line of Sur. 29, Blk. T. M. at a point 563.5 vrs. East of the NE Cor. of said Sur. 29, Blk. T. M;

Thence West with the N. Line of Sur. 29, Blk. T. M. and the South line of this tract, 1336.5 vrs. to the place of Beginning and containing 82.3 acres, more or less.

The SE Cor. of Sur. 36, Blk. V-8 above described, containing 228.7 acres, is the same 228.7 acres of said survey described by metes and bounds in that certain deed from E. K. Fawcett, et ux, to Lee Fawcett dated December 16, 1935, and recorded in Vol. 90, pages 270-5 of the

Deed records of Val Verde County, Texas, to which deed reference is here made for a more particular description of said 228.7 acres.

The North part of the East part of Sur. 36, Blk. T.M. containing 181 acres, more or less, is described as follows:

Beginning at the N.E. Cor. of said Sur. 36, Blk. T.M. for the N.E. Cor. of this tract;

Thence with the N. line of said Sur. 36, W. 1409.7 vrs. to fence, for the N.W. Cor. this tract;

Thence with fence S. 21° E. 447.2 vrs. to a Cor. of fence where partition fence intersects the outside fence, for the S.W. cor. this tract;

Thence in a Southeasterly direction with the meanders of the partition fence, to a point where it crosses the E. line of this Sur. 36, 375.6 vrs., more or less, North of the S.E. Cor. of said Sur. 36, for the S.E. Cor. this tract;

Thence N. with the East line of said Sur. 36, 574.5 vrs, more or less, to the N.E. Cor. of Sur. 36, the place of Beginning, and containing 181 acres, more or less.

The 28.1 acres out of the N.E. corner of Sur. 29, Blk. T.M. above described is described by metes and bounds as follows:

Beginning at the N.E. Corner of said Sur. 29, Blk. T.M., also being the N.W. Cor. of Sur. 37, Blk. T.M.;

Thence West with the N. line of said Sur. 29, Blk. T.M. 563.5 vrs. to a point;

Thence S.E. to a point in the East line of said Sur. 29, Blk. T.M. 563.5 vrs. S. of the N.E. Corner of said Sur. 29, Blk. T.M.;

Thence N. with the E. line of said Sur. 29, Blk. T.M., 563.5 vrs. to the place of beginning, and containing 28.1 acres.

The 84 acres out of the N. pt. of Sur. 37, Blk. T.M. above described is described by metes and bounds as follows:

Beginning at the N.W. Cor. of said Sur. 37, Blk. T.M., said point also being the N.E. Cor. of Sur. 29, Blk. T.M.;

Thence S. with the West line of said Sur. 37, Blk. T.M., 563.5 vrs. to a point, for the S.W. Cor. of this tract;

Thence in a Northeasterly direction about 953 vrs. to a point in the East line of said Sur. 37, Blk. T.M., to a point 496.3 vrs. S. of the N.E. corner of said Sur. 37, Blk. T.M., for the S.E. cor. of this tract;

Thence N. with the East line of said Sur. 37, Blk. T.M., 496.3 vrs. to the N.E. cor. of said Sur. 37, Blk. T.M.;

Thence West 950 vrs. with the North line of said Sur. 37, Blk. T.M. to the N.W. cor of said Sur. 37, Blk. T.M. and the place of BEGINNING.

EXHIBIT A (cont'd)

Tract 3

FIRST TRACT: Five thousand three hundred seventy-seven and seven-tenths (5,377.7) acres of land in a solid body, located about 25 miles Northeast of Comstock, in Val Verde County, Texas, and being made up of surveys and parts of Surveys as follows:

SURVEY	BLOCK	CERT.	GRANTEE	ACRES
36 Southwest part	V-8	38	J. I. Smith	914.1
38 South part	v-8	908	J. V. Sloan	1008.7
1 South part	H-1/2	SF 7682	E. K. Fawcett	309.5
35 All	TM	371	Tex. Mex. Ry. Co.	640
36 West part	TM	371	Tex. Mex. Ry. Co.	348.8
34 North part	TM	370	Tex. Mex. Ry. Co.	900.8
33 All	TM	370	Tex. Mex. Ry. Co.	320
32 Northwest part	TM	369	Tex. Mex. Ry. Co.	581.7
16 Northwest cor.	TM	361	Tex. Mex. Ry. Co.	31.5
28 North part	TM	367	Tex. Mex. Ry. Co.	251.3
31 Northwest part	TM	369	Tex. Mex. Ry. Co.	71.3
TOTAL				5377.7

The above described 5,377.7 acres of land is the same identical ranch property which was conveyed by E. K. Fawcett and wife, Frances E. Fawcett, to Brancie Fawcett Finegan by deed dated December 16, 1935, recorded in Vol. 90, pages 258 et seq., Deed Records of Val Verde County, Texas, to which deed and the record thereof reference is here made for a full and complete description of said real estate.

SECOND TRACT: Four thousand, two hundred eighty-five and five-tenths (4,285.5) acres of land, and being made up of Surveys and parts of Surveys as follows:

SURVEY	BLOCK	CERT.	ABST.	GRANTEE	ACRES
36 NW part	V-8	38	2904	J. L. Smith	37.9
38 NE part	V-8	908	2643	J. V. Sloan	441.5
3 Part	JAD-1	1994	495	GC & SF RY. CO.	588.4
4 SW part	JAD-1	1994	2553	GC & SF RY. CO.	4.8
68 West pt.	JAD-1	1995	2274	GC & SF RY. CO.	32.8
68 SW part	JAD-1	1995	2274	GC & SF RY. CO.	20.3
4 South part	JAD-1	1994	2553	GC & SF RY. CO.	28
5 South part	JAD-1	539	2146	W. F. D. BARNETT	768
32 East part	H	1/55	3795	GWT & P RY. CO.	92.6
28 West part	TM	367	2646	TEX. MEX. RY. CO.	15.6
29 SE part	H	1/56	1642	GWT & P RY. CO.	369.3
29 NE part	H	1/56	1642	GWT & P RY. CO.	20.9
7 West part	D	4744	1244	I & G N RY. CO.	307.1
8 NW part	D	4743	1243	I & G N RY. CO.	50.1
34 Middle pt. of S. pt.	TM	370	2559	TEX MEX RY. CO.	373.4
30 Middle pt.	H	1/56	2143	GWT & P RY CO.	494.8
31 All	H	1/55	49	GWT & P RY CO.	640
TOTAL					4285.5

The above described 4,285.5 acres of land is the same identical ranch property which was conveyed by Frances E. Fawcett et al to Brancie Finegan by deed dated April 21, 1948, recorded in Vol. 114, pages 215-221, Deed Records of Val Verde County, Texas, to which deed and the record thereof reference is here made for a more full and complete description of said real estate.

The above described land, totaling nine thousand six hundred sixty-three and two-tenths (9,663.2) acres, more or less, is the same and identical property more fully described by metes and bounds in that certain Deed of Trust dated April 6, 1948, executed by O. D. Finegan and wife, Brancie F.

Finegan to Edward N. Maher, Trustee, securing the payment of a note to The Equitable Life Assurance Society of The United States in the amount of Fifty-seven Thousand Dollars (\$57,000.00), of record in Vol. 49, pages 624-633, Deed of Trust Records of Val Verde County, Texas, which instrument is here and now referred to for a full and complete description of said property.

SAVE AND EXCEPT that certain tract of land situated in the NW part of Survey 31, Block H, Certificate 1/55, original grantee G. W. T. & P. Ry. Co. containing 16.08 acres of land and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pipe set in the North line of Section 31, Block H, Certificate 1/55, Abstract 49, original grantee G. W. T. & P. Ry. Co. from which point the NE corner of said Survey 31 bears S. 87° 38' E. 932.02 feet;

THENCE along the Northern boundary of said Survey 31, N. 87° 38' W. 1426.0 feet to a point which is also the intersection of a perimeter fence with said Northern boundary of Survey 31;

THENCE with fence S. 43° 12' E. 1402.97 feet to a point;

THENCE N. 25° 43' 39" E. 1070.0 feet to the point of BEGINNING.

And more particularly described in deed from Brancie F. Finegan, et al to Elmer J. Fawcett, et al, dated May 28, 1976, recorded in Vol. 299, pages 445-453, of the Deed Records of Val Verde County, Texas.

From the above acreage is to be deducted a 8.953 acre tract and a 1,516 acre tract of Survey 5, Block JAD-1, W. F. D. Barnett, conveyed by Brancie F. Finegan and husband O. D. Finegan, J. K. Finegan and wife, Betty J. Finegan and Emma Elizabeth Finegan Davenport and husband, Walter Davenport to Finegan, Whitehead and Fawcett, a partnership, dated August 15, 1977, recorded in Vol. 320, pages 297-300, of the deed Records of Val Verde County, Texas.

THIRD TRACT:

ABST.	CERT.	SURVEY	BLOCK	ORIGINAL GRANTEE	ACRES
2148	5433	2 S.E. cor.	C-17	G. C. & S. F. RY.CO	2.610
1552	5374	3 N.E. cor.	C-17	G. C. & S. F. RY.CO.	30.374

And being more particularly described in deed from Finegan, Whitehead and Fawcett to Brancie F. Finegan, J. K. Finegan and Emma Elizabeth Finegan Davenport, dated August 15, 1977, recorded in Vol. 320, pages 293-296, of the Deed Records of Val Verde County, Texas.

FOURTH TRACT

EXHIBIT A

All of that certain real estate, located in Val Verde County, Texas, according to the schedule below:

<u>TRACT</u>	<u>SURVEY</u>	<u>BLOCK</u>	<u>CERT.</u>	<u>ORIGINAL GRANTEE</u>	<u>ACRES</u>
1	38 SE pt.	H	1/52	G.W.T. & P. Ry.Co.	20.62
2	38 SW pt.	H	1/52	"	11.93
3	37 SE pt.	H	1/52	"	3.88
4	32 Center pt.	H	1/55	"	1.90
Total					38.33

and being more particularly described by metes and bounds as follows:

TRACT 1

That certain tract of land situated in the southeast corner of Survey 38, Block H, Certificate 1/52, original grantee G. W. T. & P. Ry. Co., containing 20.62 acres of land, and being more particularly described by metes and bounds as follows:

BEGINNING at the SE corner of said Survey 38, such point also being the SE corner of this tract;

THENCE N 87° 38' W with the southern boundary of said Survey 38, 932.02 feet to a point which is also the intersection of a perimeter fence with said southern boundary of Survey 38;

THENCE with fence N 25° 43' 39" E 328.96 feet to a point;

THENCE with fence N 29° 8' 49" E 1759.86 feet to a point, which is the intersection of said fence line with the east boundary of said Survey 38;

THENCE along the east boundary of said Survey 38 S 2° 22' W 1890.22 feet to the point of beginning.

TRACT 2

That certain tract of land situated in the southwest corner of Survey 38, Block H, Certificate 1/52, original grantee G. W. T. & P. Ry. Co., containing 11.93 acres of land, and being more particularly described by metes and bounds as follows:

BEGINNING at a point which is the SW corner of said Survey 38, such point also being the SW corner of this tract;

THENCE along the western boundary of said Survey 38 N 2° 22' E 287.69 feet to a point which is the intersection of a boundary fence with said western boundary of said Survey 38;

THENCE with fence S 80° 45' E 1046.99 feet to a point;

THENCE with fence S 87° 36' E 1686.25 feet to a point;

THENCE with fence S 43° 12' E 230.0 feet to a point, which is the intersection of said fence with the southern boundary of said Survey 38;

Page 2 of EXHIBIT A

THENCE along the southern boundary of said Survey 38
N 87° 38' W 2889.93 feet to the point of beginning.

TRACT 3

That certain tract of land situated in the southeast corner of Survey 37, Block H, Certificate 1/52, original Grantee G. W. T. & P. Ry. Co., containing 3.88 acres of land, and being more particularly described by metes and bounds as follows:

BEGINNING at the SE corner of Survey 37, Block H, Certificate 1/52, original grantee G. W. T. & P. Ry. Co., such point also being the SE corner of this tract;

THENCE along the southern boundary of said Survey 37
N 87° 38' W 543.10 feet to a point which is the intersection of a boundary fence with said southern boundary of said Survey 37;

THENCE with fence N 6° 55' E 351.0 feet to a point;

THENCE with fence S 80° 45' E 519.01 feet to a point which is the intersection of said fence with the eastern boundary of said Survey 37;

THENCE with the eastern boundary of said Survey 37
S 2° 22' W 287.69 feet to the point of beginning.

Tract 4

That certain tract of land situated in the central portion of Survey 32, Block H, Certificate 1/55, original Grantee G. W. T. & P. Ry. Co., containing 1.9 acres of land, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the NE corner of this tract, such point being located as follows:

Starting at the NE corner of said Survey 32;

THENCE with the north line of said Survey 32,
N 87° 38' W 543.10 feet W to a point which is a one-half (1/2) inch iron pipe in the north line of said Survey 32, such point also being the intersection of a perimeter fence with the north line of said Survey 32;

THENCE with perimeter fence S 6° 55' W 2316.67 feet to a point;

THENCE with fence S 86° 37' W 361.11 feet to a point, such point being the northeast corner of this tract.

THENCE with fence S 86° 37' W 332.0 feet to a point;

THENCE with fence S 23° 44' E 530.77 feet to a point;

THENCE N 13° 7' E 519.00 feet to the point of beginning.

and being more particularly described in deed from Elmer J. Fawcett and wife Carlos Fawcett to Brancie F. Finegan, John Keyes Finegan, Emma Elizabeth Finegan Davenport, dated May 28, 1976, and recorded in Vol. 299 pages 445-453, deed records of Val Verde County, Texas.

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Maria Elena Cardenas
County Clerk
Val Verde County
Aracely Jimenez

Aracely Jimenez
SHE OF THIS COUNTY OF VAL VERDE

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and was duly recorded in the Vol 850
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May 28, 2003

Maria Elena Cardenas
County Clerk
Val Verde County

Maria Elena Cardenas



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MARIA ELENA CARDENAS - County Clerk

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