

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Deed") is granted effective as of the _____ day of _____, 2010, by Testamentary Trust of Marvin August Andres for Richard Lee Andres, whose address is c/o Ms. Katy Whitis, Trustee, P.O. Box 313, Salado, Texas 76513, ("Grantor"), to [Williamson County, Texas] ("Grantee"), for the purpose of forever conserving one or more of the following: the agricultural productivity, open space character, wildlife habitat, and scenic qualities. The approximately 60-acre Property is also referenced in the "Coffin Cave Preserve Operation, Management, and Monitoring Plan."

WITNESS THAT

WHEREAS, Grantor is the sole owner in fee simple of the property legally described in Exhibit A attached to and made a part of this Deed ("Property"), which consists of approximately 60 acres of land, together with buildings and other improvements, located in Williamson County, State of Texas.

WHEREAS, Grantor intends to make a charitable gift of the property interest conveyed by this Deed to Grantee for the exclusive purpose of assuring that, under Grantee's perpetual stewardship, the agricultural productivity, and any open space character, wildlife habitat, and scenic qualities of the Property will be conserved and maintained forever, and that uses of the land that are inconsistent with these conservation purposes will be prevented or corrected. The parties agree, however, that the current agricultural use of, and improvements to, the Property are consistent with the conservation purposes of this Deed.

WHEREAS, This Conservation Easement is created pursuant to the Texas Uniform Conservation Easement Act of 1983 in Chapter 183 of the Texas Natural Resources Code. It is the purpose and intent of this Conservation Easement to assure that the Property will be retained and maintained predominantly as described in the "Coffin Cave Preserve Operation, Management, and Monitoring Plan."

WHEREAS, Grantee is qualified to hold a conservation easement, and is either a governmental body empowered to hold an interest in real property under the laws of this State or the United States; or a charitable, not-for-profit or educational corporation, association, or trust, the purposes or powers of which include one or more of the purposes (a)-(e) below;

WHEREAS, the purpose of this Conservation Easement include, without limitation, one or more of the following:

- (a) retaining or protecting natural, scenic, or open-space aspects of real property;
- (b) ensuring the availability of real property for recreational, educational, or open-space use;
- (c) protecting natural resources;
- (d) maintaining or enhancing air and water quality;
- (e) preserving the historical, architectural, archaeological, or cultural aspects of real property.

NOW, THEREFORE, in consideration of the above and mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Texas, including the Texas Uniform Conservation Easement Act of 1983, the Grantor hereby voluntarily grants and conveys to Grantee, a holder's interest in a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth herein.

1. *Use of Property.* It is the intention of Grantor to preserve the ability of the Property to be used for livestock production, and to preserve any open space character, wildlife habitat, and scenic qualities of the Property. The Property may not be used for industrial activities. As used herein, livestock production shall mean the production, processing, of storage livestock, and livestock products. For purposes hereof, livestock and livestock products include, but are not limited to:

- (a) dairy cattle, beef cattle, sheep, swine, goats, horses, poultry, fur bearing animals, bees, milk and other dairy products, eggs; and
- (b) hunting and trapping game as allowed by the laws of the State of Texas.

2. *Prohibited Acts.* Grantor promises not to perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants herein. Grantor hereby authorizes Grantee to enforce these covenants in the manner described below.

However, unless otherwise specified, nothing in this Deed shall require Grantor to take any action to restore the condition of the Property after any fire, Act of God or other event over which Grantor had no control. Grantor understands that nothing in this Deed relieves them of any obligation or restriction on the use of the Property imposed by law.

3. *Construction of Buildings and Other Structures.* The construction of any building or other structure on the Property, except those existing on the date of this Deed or those approved by Grantee in writing subsequent to the date hereof but prior to construction, is prohibited, except for fences. Existing fences may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock, without any further permission of Grantee. Grantor shall not be required to erect any new fences for any purpose, including, but not limited to, fencing out livestock from riparian areas or other designated habitats. Before undertaking any construction of any new fences, Grantor shall notify Grantee within a reasonable time prior to the construction.

4. *Development Rights.* Grantor hereby grants to Grantee all development rights except as specifically reserved herein, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred off of the Property to any other property adjacent or otherwise.

5. *Conservation Practices.* Grantor recognizes the importance of good resource management and stewardship to present and future generations. To this end, all livestock uses of the Property shall be conducted using standard stewardship and management practices.

6. *Timber Harvesting.* Trees may be cut to control insects and disease, to prevent personal injury and property damage, and for firewood and other domestic uses, including construction of fences on the Property. Any commercial timber harvesting on the Property shall be conducted on a sustainable yield basis and in substantial accordance with a forest management plan prepared by a competent professional forester, and approved by the Grantee.

7. *Mining.* The commercial mining or extraction of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method is prohibited.

8. *Paving and Road Construction.* No portion of the Property shall be paved or otherwise be covered with concrete, asphalt, or any other paving material. All existing roads are consistent with the use of the Conservation Easement, and additional unpaved roads necessary to provide access across or through the Property will also be allowed. Any such new road permitted by this Paragraph shall be constructed in a manner that does not substantially diminish or impair the Conservation Values of the Property.

9. *Trash.* The dumping or accumulation of any kind of trash or refuse on the Property is strictly prohibited. However, this shall not prevent the storage of agricultural products and by-products on the Property in accordance with all applicable government laws and regulations.

10. *Recreational Uses.* Golf courses, airstrips, and helicopter pads are strictly prohibited on the Property.

11. *Feed Lot and Industrial Agricultural Operations.* The establishment or maintenance of a commercial feed lot, and the use of the Property for concentrated agricultural operations such as hog raising or industrial dairy operations, are prohibited. For purposes of this Deed, "commercial feed lot" is defined as a permanently constructed confined area or facility within which the property is not grazed or cropped annually, and which is used and maintained for purposes of engaging in the business of the reception and feeding of livestock. Nothing in this section shall prevent Grantor from seasonally confining Grantor's livestock into an area for feeding, or from leasing pasture for the grazing of livestock of not more than head of cattle owned by others than Grantor.

12. *Rights of Access and Entry.* The Grantee or its designee shall have the right to enter and go upon the Property for purposes of inspection, and to take actions including but not limited to carrying out the Coffin Cave Preserve Operation, Management, and Monitoring Plan; scientific or educational observations and studies; and the collection of samples.

13. *Reserved Rights.* Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

14. *Enforcement.* This Conservation Easement may be enforced by the Grantee in an action at law or equity against any person(s) or other entity/entities violating or attempting to violate this Conservation Easement. Any forbearance on the part of the Grantee to exercise its rights in the event of a violation shall not be deemed or construed to be a waiver of their rights hereunder in the event of any subsequent failure of the Grantor to comply. In the event of a breach of the Conservation Easement by the Grantor, Grantee, or another party, or any party working for or under the direction of the Grantor or Grantee. If the Grantee becomes aware of a breach of the restrictions, the Grantee will notify the Grantor of the breach. The parties shall have thirty (30) days after receipt of such notice to undertake actions that are reasonably calculated to swiftly correct the conditions constituting the breach. If the conditions constituting the breach are corrected in a timely and reasonable manner, no further action is warranted or authorized. If the Grantor fails to initiate such corrective action within thirty (30) days or fail to complete the necessary corrective action, the Grantee may undertake such actions, including legal proceedings, as are necessary to effect such corrective action.

15. *Notices.* Any notices required by this Deed shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, 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:

To Grantee:

16. *Subsequent Liens on the Property.* No provisions of this Deed of 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 subordinated to this Deed of Conservation Easement.

17. *Assignment or Transfer.* It is understood that this Conservation Easement and any obligations under this Conservation Easement shall not be assigned by Grantee, except to another organization qualified to hold such interest under the applicable state and federal laws.

18. *Warranty.* Grantor warrants that it owns the Property in fee simple and that there are no outstanding mortgages, tax liens, encumbrances, or other interests in the Property which have not been expressly subordinated to this Conservation Easement. Grantor further warrants that Grantee shall have the use of and enjoy all the benefits derived from and arising out of this Conservation Easement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed of Conservation Easement, on the date written hereon. By its execution and acceptance of this Conservation Easement, Grantor, Grantee and Applicant accept the third-party rights of enforcement herein.

Approved by Property Owner (Grantor):

Signature

Date

Printed Name

Title

Approved by Grantee:

Signature

Date

Printed Name

Title