

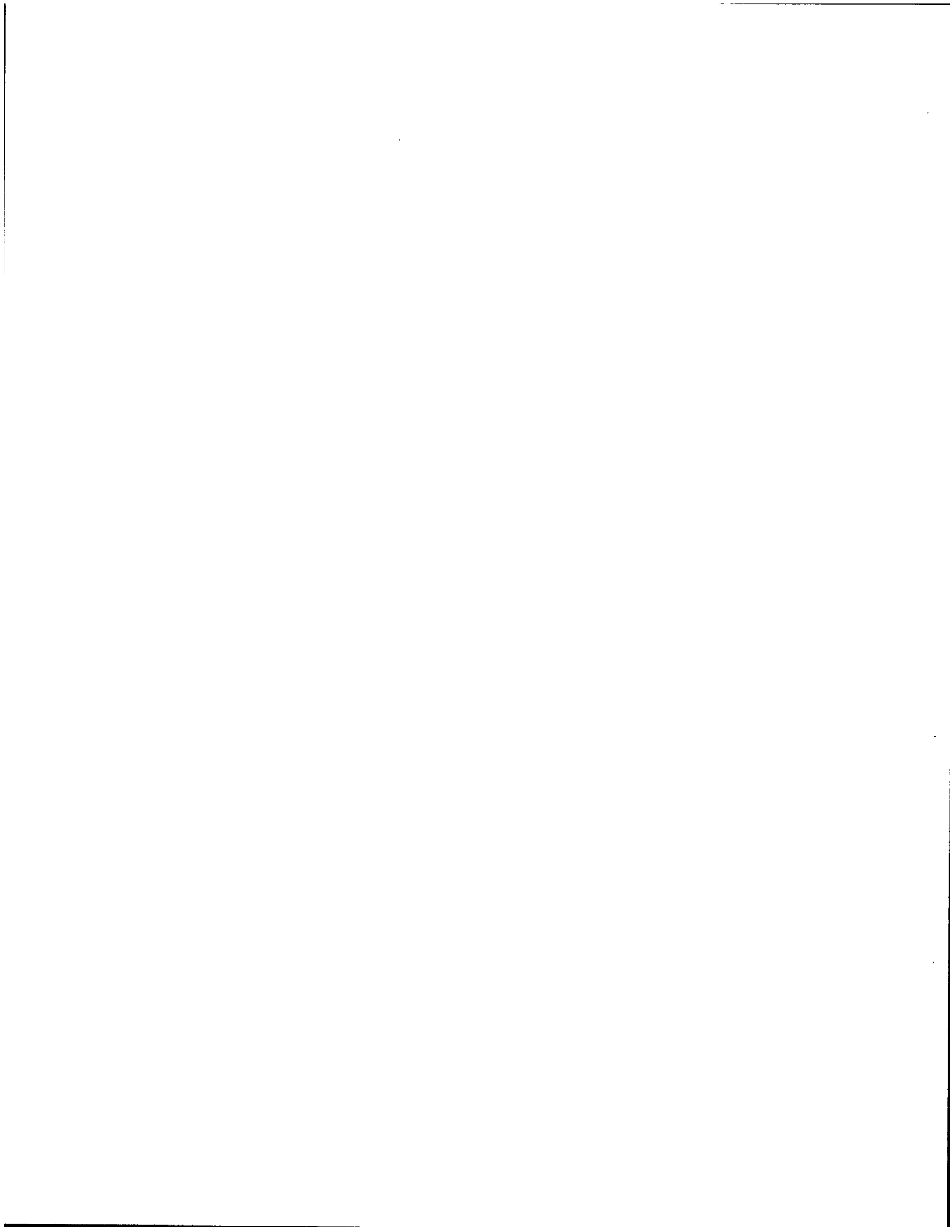


Control Number: 38597



Item Number: 1287

Addendum StartPage: 0



Request to Intervene in PUC Docket No. 38597

The following information must be submitted by the person requesting to intervene in this proceeding. This completed form will be provided to all parties in this docket. **If you DO NOT want to be an intervenor, but still want to file comments, please complete the "Comments" page.**

Mail this completed form and 10 copies to:

Public Utility Commission of Texas
Central Records
Attn: Filing Clerk
1701 N. Congress Ave.
P.O. Box 13326
Austin, TX 78711-3326

RECEIVED
OCT 15 PM 4:10
PUBLIC UTILITY COMMISSION
FILING CLERK

First Name: Texas Land Conservancy – Mark Steinbach, Director Last Name: _____

Phone Number: 512.301.6363 Fax Number: 512.301.6364

Address, City, State: PO Box 162481; Austin, TX 78716

I am requesting to intervene in this proceeding. As an INTERVENOR, I understand the following:

- I am a party to the case;
- I am required to respond to all discovery requests from other parties in the case;
- If I file testimony, I may be cross-examined in the hearing;
- If I file any documents in the case, I will have to provide a copy of that document to every other party in the case; and
- I acknowledge that I am bound by the Procedural Rules of the Public Utility Commission of Texas (PUC) and the State Office of Administrative Hearings (SOAH).

Please check one of the following:

- I own property with a habitable structure located near one or more of the utility's proposed routes for a transmission line.
- One or more of the utility's proposed routes would cross my property.
- Other. Please describe and provide comments. You may attach a separate page, if necessary.

The Texas Land Conservancy, a 501c3 conservation organization holds a conservation easement on 76 acres of privately owned land in Denton County. The property, called the Rainbow Valley Conservation Area is located along one of the four proposed alternate routes for the Oncor power line project (#38597) and the conservation values of this land will be severely adversely affected by the route proposed. Please see the attached conservation easement for property description, restricted activities, and conservation values of this property.

Signature of person requesting intervention:



Date: 10/13/10

CONSERVATION EASEMENT

STATE OF TEXAS §

COUNTY OF DENTON §

This Grant of Conservation Easement ("Easement") is made on this 21 day of June, 2005, by RAINBOW VALLEY AGRICULTURAL COOPERATIVE, INC., with an address of 7023 PR 6630, Sanger, Denton County, Texas 76266 ("Grantor"), and Natural Area Preservation Association, a nonprofit corporation organized and existing under the laws of the State of Texas, with an address of P. O. Box 162481, Austin, Travis County, Texas 78716-2481 ("Grantee").

R E C I T A L S:

- A. The Grantor is the sole owner in fee simple of certain real property of which a part is legally described in Exhibit A, attached hereto and incorporated by this reference, which consists of approximately 75.64 acres located in Denton County, State of Texas, hereinafter referred to as the "Property"; which has significant ecological value in its present state as natural habitat.
- 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 contains areas of unplowed big bluestem-Indiangrass-little bluestem tall grass prairie and mature hardwood bottomland woodland, both of which are significant and threatened native plant communities of the Grand Prairie and Cross Timbers region of Texas.
- C. The characteristics of the Property, its current use and state of improvement, are described in documentation to be compiled by Grantee and Grantor within four months. This documentation will describe improvements and the natural condition of the Property at the time of donation of this Easement and 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 Easement.

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

NOW, THEREFORE, the Grantor, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein and as an absolute and unconditional gift, hereby gives, grants, bargains, and conveys unto the Grantee a Conservation Easement in perpetuity over the Property, of the nature and character as follows:

1. **PURPOSE.** The purpose of this Easement is to ensure that the Property will be retained forever predominantly in its natural and scenic condition; to protect native plants, animals, and plant communities on the Property; to prevent any use of the Property that will impair or interfere with the conservation values of the Property described herein, while allowing for uses of the Property that may be accomplished in a manner that is compatible with and not destructive of the conservation values of the Property, including home businesses, hay production, hunting and fishing, and other compatible commercial and recreational uses.

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 Easement. Nothing in this Easement shall require the 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 Easement relieves them of any obligation or restriction on uses of the Property imposed by law.

2. **PROPERTY USES.** Any activity on or use of the Property inconsistent with the purposes of this 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. Grantor and Grantee have determined that the allowed activities do not impair the

conservation values of the Property. Additional retained rights of Grantor are set forth in Paragraph 3 below.

2.1 Subdivision. The Property may not be further divided, subdivided or partitioned.

2.2 Construction. No buildings, mobile homes, or other structures shall be constructed, erected, or placed upon the Property, except that one structure may be constructed within the W. Pogue Survey, Abstract No. 1013, for camping and recreational use; the footprint of said structure and adjacent clearing shall not exceed one acre. Hiking trails, footbridges, observation decks, blinds, tables, and shelters may be constructed on the Property.

2.3 Existing Improvements. Grantor shall have the right to maintain, remodel, and repair existing structures, fences, wells, water lines and other utilities, roads, driveways, footbridges, and other improvements, and in the event of their destruction, to reconstruct any such existing improvements with another of similar size, function, capacity, location and material.

2.4 Mineral Extraction. The extraction, mining, or removal of soil, sand, gravel, rock, peat, sod, or other surface minerals by any surface mining method is prohibited, except that such extraction for the purposes of maintaining existing roads and facilities on the Property is allowed to the extent, if at all, permitted by Internal Revenue Code § 170 (h)(5)(B) and applicable Treasury Regulations and judicial decisions. Extraction of subsurface minerals may be accomplished only by extraction methods that will have a limited and localized impact on, and not permanently impair or interfere with, the conservation values of the Property and the purposes of this Easement. Except as necessary to accommodate the activities expressly permitted under this Easement, there shall be no ditching, draining, filling, excavating, dredging, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any change to the topography of the Property.

2.5 Recreational Uses. Grantor shall have the right to engage in, and permit others to engage in, recreational uses of the Property that require no surface alteration or other development of the land.

2.6 Destruction of Plants/Disturbance of Natural Habitat. Grantor shall have the right to cut and remove diseased trees, shrubs, or plants, to cut firebreaks, and to cut and remove invasive or potentially invasive plants including, without limitation, honeylocust, mesquite, and

Chinese privet. Grantor shall also have the right to cut and remove trees, shrubs, or plants to improve habitat and to allow other uses expressly permitted in Paragraphs 2.2, 2.3, 2.4, and 2.5 of this Easement. There shall be no additional removal, harvesting, destruction or cutting of native trees, shrubs, or plants. Except to accommodate activities expressly permitted under this Easement, there shall be no use of plowing or other disturbance that would permanently lessen native biological diversity or alter the native species composition. Pruning and transplanting of native plants is allowed. There shall be no further 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.

2.7 Hydrology. Except as necessary to accommodate allowed activities, there shall be no alteration, depletion or extraction of surface or subsurface water on the Property. Grantor shall not sell or otherwise transfer water rights associated with the Property.

2.8 Signage. No signs or billboards or other advertising materials may be placed on the Property, except that signs whose placement, number, and design do not significantly diminish the scenic character of the Property may be placed for the purposes of advertising the sale of the Property, restricting trespass, establishing ownership, or identifying scenic features.

2.9 Biocides. There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, and herbicides, except as approved by Grantor and Grantee to control invasive species detrimental to the conservation values of the Property.

2.10 Dumping. There shall be no new storage or dumping of trash, garbage, or other unsightly or offensive material, hazardous or toxic substance, 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 landfill or dredging spoils on the Property.

2.11 Pollution. There shall be no pollution of surface water, natural watercourses, 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, except as permitted elsewhere in this Easement.

2.12 Predator Control. Grantor shall have the right to control, destroy, or trap predatory and problem animals that pose a material threat to humans, livestock, other animals, or

habitat by means and methods approved by Grantee. Grantee will allow methods that are selective and specific to individuals, rather than broadcast or nonselective techniques.

2.13 Commercial Development. Any industrial use of, or activity on, the Property is prohibited. Commercial development or use that is compatible with wildlife preservation is permitted, provided such development or use does not undermine the conservation values of the Property. No right of passage across or upon the Property shall be granted for any industrial activity.

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 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 Easement.

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

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

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

4.2 Right of Entry. The right of Grantee's staff, contractors, volunteers, or other representatives to enter the Property one or more times a year, after reasonable notice to Grantor, accompanied by a representative of the Grantor, for the purposes of: (a) inspecting the Property to determine if Grantor is complying with the covenants and purposes of this Easement; and (b) monitoring of plant and wildlife populations.

4.3 Discretionary Consent. The Grantee's consent for activities otherwise prohibited or requiring Grantee's consent under Section 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 Section 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 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 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 Easement.

5. **RESPONSIBILITIES OF GRANTOR AND GRANTEE NOT AFFECTED.** Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Grantor, or in any way to affect any existing obligation of the Grantor as owners of the Property. Among other things, this shall apply to:

(a) *Taxes* - The Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

(b) *Management, Upkeep and Maintenance* - The Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. The Grantee shall have no obligation for the upkeep or maintenance of the Property.

6. **ACCESS.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

7. **ENFORCEMENT.** The Grantee shall have the right to prevent and correct violations of the terms of this Easement. With reasonable notice, the Grantee or Grantee's representatives (e.g. a volunteer stewardship committee) may enter the Property for the purpose of inspecting for violations. If the Grantee determines that a violation has occurred, is occurring, or is threatened, 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, the Grantee shall give the Grantor written notice of the violation and sixty (60) 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, the Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring the Grantor to restore the Property to its condition prior to the violation. The failure of the Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time.

8. **TRANSFER OF EASEMENT.** The parties recognize and agree that the benefits of this easement are in gross and assignable. The Grantee shall have the right to transfer or assign this Easement to any private nonprofit organization with a similar purpose to that of the Grantee 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 the Grantee by this Easement. If the 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.

9. **TRANSFER OF PROPERTY.** Any time the Property, or any interest therein, is transferred by the Grantor to any third party, the Grantor shall notify the Grantee in writing at least thirty (30) days prior to the transfer of the Property, and the document of conveyance shall expressly refer to this Easement.

10. **AMENDMENT OF EASEMENT.** This Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the purposes of this Easement and shall comply with Sec. 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with Texas Natural Resources Code § 183.001 *et seq.*, or any regulations promulgated pursuant to that law. The Grantor and Grantee have no right or power to agree to any amendment that would adversely affect the enforceability of this Easement.

11. **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, this Easement may be terminated only by a court with jurisdiction at the joint request of both the Grantor and Grantee.

If condemnation of a part of the Property or of the entire Property by public authority renders it impossible to fulfill any of these conservation purposes, the Easement may be terminated through condemnation proceedings.

At the time of the conveyance of this Easement to the Grantee, this Easement gives rise to a real property right, immediately vested in the Grantee. If the Easement is terminated and the Property is sold or taken for public use, then, as required by Sec. 1.170A-14(g)(6) of the IRS regulations, the Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award (minus any amount attributable to new improvements made after the date of this conveyance, which amount shall be reserved to Grantor) equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Easement. The Grantee shall use the proceeds consistently with the conservation purposes of this Easement.

12. **INTERPRETATION.** This 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.

13. **INDEMNIFICATION.** Each party agrees to 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.

14. **TITLE.** The Grantor covenants and represents that the Grantor is the owner and is seized of the Property in fee simple and has good right to grant and convey this Easement; that the Property is free and clear of any and all encumbrances, including but not limited to, any

mortgages not subordinated to this Easement, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

15. **NOTICES.** Any notices required by this 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 the Grantor:
Rainbow Valley
Agricultural Cooperative, Inc.
7023 PR 6630
Sanger, Texas 76266

To the Grantee:
Natural Area Preservation Association
P. O. Box 162481
Austin, Texas 78716-2481

16. **ENVIRONMENTAL CONDITION.** The Grantor warrants that they have no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property.

17. **SEVERABILITY.** If any provision of this Easement is found to be invalid, the remaining provisions shall not be altered thereby.

18. **PARTIES.** Every provision of this Easement that applies to the Grantor or Grantee shall also apply to their respective heirs, executors, administrators, assigns, and all other successors as their interest may appear.

19. **PERPETUAL DURATION.** This Easement runs with the land and binds all successive owners of the Property.

20. **RE-RECORDING.** In order to ensure the perpetual enforceability of the Easement, the Grantee is authorized to re-record this instrument or any other appropriate notice or instrument.

21. **MERGER.** The parties agree that the terms of this Easement shall survive any merger of the fee and easement interest in the Property.

22. **SUBSEQUENT LIENS ON PROPERTY.** No provisions of this 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 Easement.

23. **EXHIBITS.** The following Exhibits are incorporated within this Easement:

Exhibit A – Description of Property Protected By This Easement

24. **ACCEPTANCE & EFFECTIVE DATE.** As attested by the signature of its authorized representative affixed hereto, the Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Easement. This Easement is to be effective on the date recorded in the Denton County Registry of Deeds.

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

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

GRANTOR:

By: Scott Hutchins (SEAL)

For: RVAC (SEAL)

Its: President (SEAL)

By: Joseph (Jerry) Langley (SEAL)

For: RVAC (SEAL)

Its: Vice President (SEAL)

STATE OF Texas §

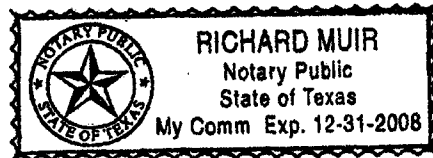
COUNTY OF Denton §

BEFORE ME, the undersigned authority, on this day personally appeared Joseph Langley, known to me by presentation of Texas driver's license to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the same for the purposes and consideration therein stated, individually and in the capacity above stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 21 day of June, 2005.

Richard Muir (SEAL)
NOTARY PUBLIC

My commission expires:



GRANTEE:

By: David Bezanon
Its EXECUTIVE DIRECTOR

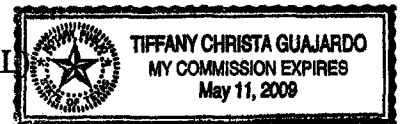
STATE OF Texas §

COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this day personally appeared David Bezanon, known to me by presentation of Texas driver's license to be the person whose name is subscribed to the foregoing instrument, the Executive Director of Natural Area Preservation Association, Inc., a Texas not-for-profit corporation, on behalf of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30 day of June, 2005.

Tiffany Guajardo (SEAL)
NOTARY PUBLIC



My commission expires:
May 11, 2009

EXHIBIT A: DESCRIPTION OF PROTECTED PROPERTY

All that certain tract or parcel of land lying and being situated in Denton County, Texas, a part of the W.C. GILLESPIE SURVEY, ABSTRACT NO. 1465; the JEREMIAH CHESSON SURVEY, ABSTRACT NO. 259; the PHILLIPE JAIME SURVEY, ABSTRACT NO. 664; and the W. POGUE SURVEY, ABSTRACT NO. 1013, and being an easement over and across that certain tract said to contain 209.893 acres as described under the caption "Tract I" in Exhibit "A" to a deed from John Porter Farms, Inc., to Rainbow Valley Agricultural Cooperative, recorded in Volume 2771, Page 416 of the Real Property Records of Denton County, said tract or parcel of land is herein described as follows:

BEGINNING at the Northwest corner of the W. POGUE SURVEY, ABSTRACT NO. 1013 for the most Southerly Northwest corner of said called 209.893 acre tract, said corner being the Northeast corner of the J. CARTER SURVEY, ABSTRACT NO. 237, said corner also being on the South line of a tract said to contain 500.263 acres as described in a deed to Denton Security Investment, Inc. recorded in Volume 4144, Page 3754 of the Real Property Records of Denton County;

THENCE North 88 degrees 50 minutes 24 seconds East at 211.4 feet passing a 60D nail set on the East bank of a creek and in all a total distance of 503.44 feet to a 60D nail found at the Southeast corner of said record 500.263 acre tract for a re-entrant corner hereof;

THENCE North 00 degrees 18 minutes 54 seconds West 300.40 feet to an 1/2 inch iron rod found on the occupied West line of said called 209.893 acre tract at an angle corner of said record 500.263 acre tract;

THENCE departing the West line of said called 209.893 acre tract, North 50 degrees 32 minutes 35 seconds East 90.59 feet to an 1/2 inch iron rod set for corner;

THENCE North 05 degrees 16 minutes 53 seconds West 81.19 feet to an 1/2 inch iron rod set for corner;

THENCE North 40 degrees 23 minutes 05 seconds East 189.80 feet to an 1/2 inch iron rod set for corner;

THENCE South 89 degrees 48 minutes 03 seconds East 55.39 feet to a 60D nail set for corner;

THENCE along the center of an existing lane the following calls:

- 1) North 26 degrees 11 minutes 26 seconds East 297.40 feet to a 60D nail set,
- 2) North 03 degrees 54 minutes 39 seconds West 266.47 feet to a 60D nail set,
- 3) North 26 degrees 10 minutes 47 seconds East 214.21 feet to a 60D nail set,
- 4) North 07 degrees 45 minutes 25 seconds West 124.39 feet to a 60D nail set,
- 5) North 09 degrees 47 minutes 39 seconds East 164.72 feet to a 60D nail set,
- 6) North 15 degrees 45 minutes 58 seconds West 270.13 feet to a 60D nail set,
- 7) North 75 degrees 04 minutes 36 seconds East 98.51 feet to a 60D nail set,
- 8) North 26 degrees 16 minutes 22 seconds East 193.39 feet to an 1/2 inch iron rod set,
- 9) North 28 degrees 50 minutes 45 seconds East 212.38 feet to an 1/2 inch iron rod set,
- 10) North 25 degrees 47 minutes 08 seconds East 199.24 feet to an 1/2 inch iron rod set,
- 11) North 17 degrees 43 minutes 43 seconds East 124.19 feet to an 1/2 inch iron rod set,
- 12) North 05 degrees 31 minutes 16 seconds West 159.34 feet to an 1/2 inch iron rod set,

- 13) North 11 degrees 40 minutes 36 seconds East 329.93 feet to an 1/2 inch iron rod set, and
- 14) North 15 degrees 36 minutes 50 seconds East 216.61 feet to a point in the center of said lane for the Northwest corner hereof, said corner being 20 feet South of a rock road;

THENCE with the margin of said rock road along a line Southerly and Westerly of, parallel with and 20 feet normal distance from the approximate center of said rock road the following calls:

- 1) North 80 degrees 54 minutes 49 seconds East at 16.51 feet passing an 1/2 inch iron rod set for witness and in all a total distance of 267.37 feet to an 1/2 inch iron rod set,
- 2) South 81 degrees 28 minutes 00 seconds East 141.33 feet to an 1/2 inch iron rod set,
- 3) South 47 degrees 07 minutes 38 seconds East 153.94 feet to an 1/2 inch iron rod set,
- 4) South 42 degrees 58 minutes 50 seconds East 222.32 feet to an 1/2 inch iron rod set,
- 5) South 80 degrees 39 minutes 55 seconds East 185.38 feet to an 1/2 inch iron rod set,
- 6) South 72 degrees 29 minutes 03 seconds East 271.84 feet to an 1/2 inch iron rod set,
- 7) South 36 degrees 45 minutes 12 seconds East 156.21 feet to an 1/2 inch iron rod set;
- 8) South 00 degrees 11 minutes 32 seconds West 133.70 feet to an 1/2 inch iron rod set;
- 9) South 21 degrees 30 minutes 35 seconds West 174.42 feet to an 1/2 inch iron rod set, and
- 10) South 48 degrees 15 minutes 17 seconds West 471.02 feet to an 1/2 inch iron rod set for corner;

THENCE departing said road margin, North 50 degrees 12 minutes 22 seconds West 261.38 feet to an 1/2 inch iron rod set for corner;

THENCE North 81 degrees 15 minutes 11 seconds West 236.97 feet to an 1/2 inch iron rod set for corner;

THENCE South 46 degrees 44 minutes 40 seconds West 142.08 feet to an 1/2 inch iron rod set for corner;

THENCE South 07 degrees 18 minutes 19 seconds West 169.08 feet to an 1/2 inch iron rod set for corner;

THENCE South 15 degrees 01 minutes 10 seconds East 139.76 feet to an 1/2 inch iron rod set for corner;

THENCE South 86 degrees 46 minutes 25 seconds East 149.58 feet to an 1/2 inch iron rod set for corner;

THENCE South 85 degrees 46 minutes 34 seconds East 133.70 feet to an 1/2 inch iron rod set for corner on the West margin of said rock road;

THENCE along a line Westerly and Northerly of, parallel with and 20 feet normal distance from the center of said rock road the following calls:

- 1) South 04 degrees 13 minutes 53 seconds East 220.04 feet to an 1/2 inch iron rod set,
- 2) South 07 degrees 30 minutes 50 seconds East 148.35 feet to an 1/2 inch iron rod set,
- 3) South 29 degrees 02 minutes 42 seconds West 51.19 feet to an 1/2 inch iron rod set, and
- 4) South 54 degrees 37 minutes 27 seconds West 500.19 feet to an 1/2 inch iron rod set for corner;

THENCE leaving said road margin, South 45 degrees 57 minutes 57 seconds West 349.21 feet to an 1/2 inch iron rod set for a re-entrant corner hereof;

THENCE South 42 degrees 09 minutes 06 seconds East 234.64 feet to a 4 inch iron post for corner on the occupied Southeast line of said called 209.893 acre tract;

THENCE South 29 degrees 13 minutes 25 seconds West 11.00 feet to a point for corner on the record Southeasterly boundary of said called 209.893 acre tract;

THENCE along said record Southeasterly boundary line as follows:

- 1) South 24 degrees 52 minutes 54 seconds West 229.84 feet to a point for corner;
- 2) South 13 degrees 33 minutes 03 seconds West 126.95 feet to a point for corner;
- 3) South 04 degrees 16 minutes 00 seconds West 478.13 feet to a 10 inch cedar elm for corner;
- 4) South 28 degrees 08 minutes 09 seconds West 106.63 feet to a point for corner;
- 5) South 41 degrees 14 minutes 30 seconds West 43.17 feet to a wood post for corner;
- 6) South 67 degrees 38 minutes 07 seconds West 441.77 feet to a 36 inch cedar elm for corner;
- 7) South 76 degrees 44 minutes 43 seconds West 296.47 feet to a point for corner;
- 8) South 75 degrees 39 minutes 44 seconds West 171.30 feet to a 3/8 inch iron rod found for corner;
- 9) South 06 degrees 03 minutes 55 seconds West 509.66 feet to a point in Clear Creek for the Southeast corner hereof;

THENCE with the center of Clear Creek and the meanders thereof as follows:

- 1) South 65 degrees 40 minutes 01 second West 227.70 feet, and
- 2) South 77 degrees 33 minutes 01 second West 81.10 feet to the point for the Southwest corner hereof;

THENCE along the West line of the W. POGUE SURVEY, ABSTRACT NO. 1013, North 00 degrees 39 minutes 59 seconds West a distance of 1030.03 feet to the Place of BEGINNING and containing 75.64 acres of land.