

Control Number: 51023



Item Number: 400

Addendum StartPage: 0

SOAH DOCKET NO. 473-21-0247
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APPLICATION OF THE CITY OF SAN § BEFORE THE STATE OFFICE
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CERTIFICATE OF CONVENIENCE § OF
AND NECESSITY FOR THE §
SCENIC LOOP 138-KV TRANSMISSION § ADMINISTRATIVE HEARINGS
LINE IN BEXAR COUNTY §

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APPLICATION OF THE CITY OF SAN ANTONIO TO AMEND ITS CERTIFICATE OF CONVENIENCE AND NECESSITY FOR THE SCENIC LOOP 138-KV TRANSMISSION LINE IN BEXAR COUNTY	§ § § § § §	BEFORE THE STATE OFFICE OF ADMINISTRATIVE HEARINGS
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CPS ENERGY’S RESPONSE TO STATEMENTS ON ROUTE ADEQUACY

COMES NOW the City of San Antonio, acting by and through the City Public Service Board (CPS Energy) and files this Response to the Statements on Route Adequacy. Statements on route adequacy were filed in this docket on November 24, 2020, by: (1) Anaqua Springs Homeowners’ Association and Brad Jauer/BVJ Properties, LLC (Joint Parties);¹ (2) Mr. Patrick Cleveland;² and (3) Toutant Ranch, Ltd., ASR Parks, LLC, Pinson Interests Ltd. LLP, and Crighton Development Co. (Developers).³ CPS Energy filed a response to Developers’ Statement on November 24, 2020, and does not additionally address that filing in this Response. Pursuant to the schedule adopted in SOAH Order No 2, this Response to the statements on route adequacy filed by the Joint Parties and Mr. Cleveland is timely filed.

I. INTRODUCTION

CPS Energy appreciates the interest that landowners have regarding the routing of proposed transmission lines in their communities. In that regard, the statements filed by the Joint Parties and Mr. Cleveland regarding route adequacy reflect significant interest in the routing of the Project and the potential impact of various route alternatives on the community and their property interests. While such facts and evidence may ultimately be deemed significant in determining the merits of various routes presented in CPS Energy’s Application, neither filing presents a substantive challenge to the adequacy of the routes presented by CPS Energy in this

¹ *Application of the City of San Antonio to Amend its Certificate of Convenience and Necessity for the Scenic Loop 138-kV Transmission Line in Bexar County, Joint Motion Challenging Route Adequacy and Request for Route Adequacy Hearing (Nov. 24, 2020) (hereinafter referred to as “Joint Parties Motion”).*

² Patrick Cleveland’s Statement of Route Adequacy and Request for Route Adequacy Hearing (Nov. 24, 2020) (hereinafter referred to as “Cleveland Statement”).

³ Toutant Ranch, Ltd , ASR Parks, LLC, Pinson Interests Ltd. LLP, and Crighton Development Co.’s Statement on Route Adequacy and Request for Approval of Proposed Agreed Amendments to CPS Energy’s Application (Nov. 24, 2020) (hereinafter referred to as “Developers Statement”)

proceeding. Joint Parties' and Mr. Cleveland's requests for a hearing to address route adequacy should be denied.

II. RESPONSE TO THE JOINT PARTIES

The Joint Parties primarily raise three issues with the Application in their motion. First, they complain about CPS Energy removing a preliminary alternative route segment that crossed a conservation easement in which an interest was held by the United States Army. Second, they argue the apparent merits of an initial line on an early field map as a biased mandate regarding the location of the new Scenic Loop Substation. Third, they argue that routes should be added south to connect with a different existing transmission line than the line proposed for interconnection of the new substation (the Ranchtown to Menger Creek 138 kV transmission line). The arguments raised by the Joint Parties are without merit and should be dismissed.

A. Segment 12 and the Federal Interest

In their filing, the Joint Parties presented a partial picture of the facts surrounding Segment 12 and CPS Energy's decision to remove that segment as a potential routing alternative in this proceeding. As will be seen, a recitation of the totality of the facts as well as a visual review of the Study Area demonstrates the arguments by the Joint Parties related to Segment 12 are baseless.

1. The Conservation Easement

Segment 12 was identified across property that is subject to a conservation easement in which the United States Army holds an undeniable third-party interest. (The easement was previously filed in this docket on November 20, 2020, by Clearwater Ranch POA. For convenience, it is also attached to this Response as Exhibit 1).⁴ The conservation easement was funded by the United States Army and therefore, provided the United States Army with certain third-party contingent rights. Most notably, with regard to condemnation, the conservation easement specifies that **“Due to the Army's interest in this Conversation Easement, this Conservation Easement cannot be subject to a condemnation action without the Army's**

⁴ The conservation easement was recorded at Plat Book 14688, Pages 1864 to 1913 of the Official Public Records of Bexar County, Texas on October 18, 2010.

prior consent.⁵ Further, the conservation easement also provides that the Army has enforcement rights over the conservation easement.⁶ Also, any amendment to the conservation easement requires written consent of the grantor, grantee, **and the United States Army.**⁷ Without the consent of the United States Army, CPS Energy cannot construct, own, or operate any portion of the transmission line proposed as part of the Project across the conservation easement.

The Public Utility Commission of Texas (Commission) has experience with this problem. In 2006 in Docket No. 32871 the Commission approved a Brazos Electric Power Cooperative, Inc. (Brazos) transmission line across fee-owned property by the United States Army Corps of Engineers (USACE). After the USACE denied Brazos authority to construct across its property, Brazos submitted a revised application three years later in 2009, only proposing route alternatives for the area around the USACE property. The Commission denied that application on that basis that Brazos only provided one route for all of the prior routing area before the USACE property. Five years later in 2014, Brazos submitted a fully revised application in Docket No. 43878 to serve the area and ultimately received approval to construct the project in 2016, ten years after the initial application. Inclusion of a segment in an Application that cannot ultimately be constructed by the utility is a tremendous waste of time and resources.

As can be seen on Exhibit 10 to the Joint Parties Motion, CPS Energy was aware of the United States Army interest in the conservation easement by the summer of 2019, early in the routing phase of the Project. Although CPS Energy understood that consent from the United States Army was required to construct across the conservation easement, Segment 12 was included as a preliminary alternative route segment for consideration and presented to the public during the open house meeting held for the Project on October 3, 2019.⁸ CPS Energy included Segment 12 as a preliminary segment with the hope of seeking and receiving permission from

⁵ Exhibit 1 at ¶ 17(b) (emphasis added).

⁶ See Exhibit 1 at ¶ 7.8.

⁷ See Exhibit 1 at ¶ 16.

⁸ See Docket No. 41023, Application of the City of San Antonio Acting by and Through the City Public Service Board to Amend its Certificate of Convenience and Necessity for the Proposed Scenic Loop 138-kV Transmission Line Project in Bexar County, Attachment 1, Figure 2-2 (Jul. 22, 2020) (hereinafter referred to as “Application”).

the United States Army to construct across the conservation easement.⁹ CPS Energy provided in discovery significant written correspondence between it and its representatives with various representatives of the United States Army and United States Air Force¹⁰ seeking the necessary permission. The Joint Parties neglected to include any of that correspondence with their motion. Examples of the correspondence between CPS Energy and its representatives and representatives of the United States Army and United States Air Force are attached as Exhibit 2. As can be seen in the correspondence, CPS Energy and its representatives spent several months following the open house meeting attempting to seek approval from the United States Army for permission to construct transmission facilities across the conservation easement.

On March 26, 2020, formal written communication was received from the United States Army and United States Air Force addressed to counsel for CPS Energy stating, among other things, that the proposed right of way (Segment 12) would be inconsistent with the conservation easement.¹¹ The Joint Parties attack the formal written communication from the United States Army and United States Air Force to counsel for the Project as hearsay and dismiss it as irrelevant to this proceeding.¹² Setting aside the baseless challenges to what the letter is and what it says, the Joint Parties wholly miss the point of the communication—**namely what it does not say**. The letter from the United States Army and United States Air Force **does not grant permission from those entities for CPS Energy to acquire right of way across the conservation easement to construct the Project**. Without the permission of the United States Army (as clearly stated on paragraph 17(b) of the easement), CPS Energy cannot construct a transmission line across the conservation easement in the location of Segment 12 (or anywhere on the property).

The Joint Parties obfuscate the official refusal of the United States Army to grant CPS Energy permission to utilize the conservation easement by arguing about what the Nature Conservancy might have said if CPS Energy had simply asked *them* permission to cross the

⁹ See Exhibit 1 at ¶ 17(b).

¹⁰ The United States Air Force now owns the Camp Bullis Military Installation. It was, in part, because of the environmental impact of military activities at Camp Bullis that the conservation easement was created. See Exhibit 1 Recital ¶ G

¹¹ A copy of the letter is included at Bates Pages 293-294 of Attachment 1 to the Application and as Exhibit 7 to the Joint Parties Motion.

¹² See Joint Parties Motion at 6–7.

conservation easement. With all due respect to the tremendous efforts and accomplishments of the Nature Conservancy, they have no ability to speak for or direct the interests of the United States Federal Government. The only relevant communication as to whether CPS Energy can cross the conservation easement with a transmission line is that from the United States Army—and that currently shows a lack of permission expressed **in writing by the United States Army**. Furthermore, it is entirely disingenuous for the Joint Parties to present their motion as if CPS Energy made little to no effort with the United States Army. As is clearly shown by the correspondence included as Exhibit 2 (which was in possession of Joint Parties when they drafted their motion accusing CPS Energy of doing little to seek approval from the United States Army to cross the conservation easement), the letter from the United States Army came after significant outreach and inquiry from CPS Energy seeking permission from the United States Army to use Segment 12 **or any other segment across the conservation easement**. CPS Energy has not received any formal (or informal communication) from the United States Army that it has or will ever grant permission to cross the conservation easement.

Regardless of all the misstatements about CPS Energy's actions in the motion, unfounded assertions about what the military might want to do (including purported email correspondence from someone with the military), and arguments about any other interests in the conservation easement, the simple fact remains that the United States Army has not formally or informally communicated a willingness to grant permission to CPS Energy to acquire right of way across the conservation easement. Without affirmative written permission from the United States Army, Segment 12 cannot be added as a constructible, viable segment for the Project. All arguments and assertions by the Joint Parties to the contrary are simply baseless and must be rejected.

2. Toutant Beauregard Road

The Joint Parties argue in their motion there are no routes in the northern half of the study area that do not “utilize” Toutant Beauregard Road. CPS Energy wholly agrees that all of the more northern routes proposed in the Application either cross or parallel Toutant Beauregard Road.¹³ However, the fact that a number of routes cross or parallel a roadway that runs diagonally through the entire northern half of the Study Area has absolutely nothing to do with route adequacy. As can be seen on Figures 2-4 and 4-1 of Attachment 1 to the Application,

¹³ It is unclear to CPS Energy what “utilize” means in the context of Toutant Beauregard Road.

Toutant Beauregard Road runs in a northwesterly direction from the middle of the study area and well out of the study area. Importantly, as can be seen on Figures 2-4 and 4-1 of Attachment 1 of the Application, even if Segment 12 could be added back to the Application, any resulting routes would also cross or parallel Toutant Beauregard Road.¹⁴ CPS Energy also agrees with the Joint Parties that Toutant Beauregard Road is a traditional Texas two lane road that has no particular scenic designation or recognition. Toutant Beauregard Road being crossed or paralleled has absolutely nothing to do with the adequacy of the routing in this proceeding. A portion of Figure 2-4 with the path of Toutant Beauregard Road highlighted is attached as Exhibit 3 for the convenience of the ALJs. Arguments by the Joint Parties about a number of routes crossing or paralleling a roadway running diagonally through a significant portion of the Study Area are meaningless to a route adequacy determination and must be dismissed.

3. Segment 54

The Joint Parties point out that all of the routes in the northern part of the Study Area utilize Segment 54. CPS Energy agrees. Again, as can be seen from a review of Figure 2-4, because of the existing conservation easement with its federal ownership interest (addressed in Section 1, above) and the existing homes to the north of Segment 54 in the Serene Hills and Scenic Hills neighborhoods, CPS Energy is physically constrained from identifying any routes north of Segment 54 that would not require the taking of multiple homes or crossing property with a federal ownership interest that cannot be used for the Project. Segment 54 was identified fully in compliance with 16 TAC § 25.101(b)(3)(B) in that it parallels an existing roadway and avoids habitable structures to the extent reasonable.¹⁵ Importantly, the Preliminary Order accounts for this very occurrence when it states: “Consideration may also be given to the facts and circumstances specific to the geographic area under consideration, and to any analysis and reasoned justification presented for a limited number of alternative routes.”¹⁶

The Joint Parties do not present the ALJs with any viable routing alternatives to the contrary; rather they just argue that CPS Energy has the burden to demonstrate that it has presented an adequate number of geographically diverse routes. Again, CPS Energy agrees.

¹⁴ See Application, Attachment 1, Figure 2-2.

¹⁵ See Application, Attachment 1, Figure 4-1 (regarding the manner in which Segment 54 parallels and crosses Toutant Beauregard Road).

¹⁶ Order of Referral and Preliminary Order at 3 (September 29, 2020).

Notwithstanding the limitations of the conservation easement and neighborhoods north of Segment 54, CPS Energy's Application contains at least 11 geographically diverse routes that do not use Segment 54 as one of the constituent segments.¹⁷ In addition, the routes that do use Segment 54 are all significantly geographically different one from another, utilizing 180 degrees of diverse paths north (Segment 17), south (Segment 21) and west (Segment 20) after utilizing Segment 54.¹⁸ The Joint Parties fail to establish any viable route adequacy arguments associated with CPS Energy's reasonable identification and use of Segment 54 in several of the alternative routes presented in the Application.

4. The Northside ISD Property

The Joint Parties claim that most of the "northern routes impact the only public elementary school identified in the study area and the middle school slated to be built next door."¹⁹ It is unclear what the Joint Parties mean by "impact." No segment proposed for the Project is identified on property owned by Northside Independent School District (Northside ISD) on which the McAndrew Elementary School resides.²⁰ CPS Energy agrees there is an existing elementary school in the study area that is within proximity to some of the routes presented in the Application. However, nearly two thirds of the routes presented in the Application (19) are **not** located across the road from the school on Segment 35 or behind the school in a floodplain on Segment 42.

CPS Energy is aware of additional property owned by Northside ISD in the Study Area that is crossed by Segment 41, but there is no evidence regarding a middle school "slated to be built next door" or that "Northside ISD has plans to build a new middle school" on that property. CPS Energy has requested information from Northside ISD regarding the Project,²¹ invited Northside ISD to the open house meeting on October 3, 2019, sent Northside ISD notice of the

¹⁷ In addition to the 11 routes formally included in the Application, there are numerous additional routes that could be delineated comprised of primary alternative route segments contained in the Application that would also not utilize Segment 54.

¹⁸ See Application, Attachment 1, Figures 2-3, 2-4, and 4-1.

¹⁹ Joint Parties Motion at 3.

²⁰ See Application, Attachment 1, Figure 4-1.

²¹ See Application, Attachment 1, Appendix A at 4.

filing of the Application,²² and has received no information from Northside ISD regarding any plans to construct a future middle school on the property crossed by Segment 41 or at any other location within the Study Area. Speculation and claims of future projects by Northside ISD, without supporting evidence clearly establishing the certainty of such plans, are not evidence that can be considered in making decisions in this proceeding.

A school being located in an area with significant residential development is not unique. Some of the routes in the Application utilize a segment (Segment 35) located across the road from the existing elementary school (paralleling an existing roadway in compliance with the Commission's routing rules).²³ Some of the routes in the Application utilize a segment (Segment 42) located along the privately owned FEMA floodplain area behind the elementary school in an area where the right of way will be donated if that segment is approved.²⁴ The majority of the routes presented in the Application contain neither Segment 35 nor Segment 42.²⁵ The arguments of the Joint Parties associated with the Northside ISD school interest have no basis with respect to route adequacy and should be summarily dismissed.

B. The "Substation Siting Boundary"

In discovery, CPS Energy produced an early preliminary field map that was utilized by POWER Engineers, Inc. (POWER) to identify initial potential substation locations for the Project. That map was a general guide to POWER for the area in which to look for potential substation sites. Without basis, the Joint Parties boldly assert that CPS Energy "configured the boundaries of its substation siting area in such a way that ensures the least costly options utilize Toutant Beauregard."²⁶ There is simply no evidence to sustain this statement.

CPS Energy has been upfront throughout this proceeding that the ideal location for the new Scenic Loop Substation to best address the short- and long-term reliability needs of the area is at the intersection of Scenic Loop Road and Toutant Beauregard Road. In order to present the

²² See Application, Attachment 10 at 3.

²³ See 16 TAC § 25.101(b)(3)(B)(ii). See also Application, Attachment 1, Figure 4-1 (describing the location of Segment 35).

²⁴ See Application, Attachment 1, Figure 4-1 of (describing the location of Segment 42). See also Application at 6 (discussing of the right of way donation along Segment 42).

²⁵ See Application, Attachment 1, Table 2-1.

²⁶ Joint Parties Motion at 10.

Commission with a number of geographically diverse endpoint (substation) alternatives, POWER initially identified five possible substation locations in general proximity to that intersection. After further evaluation and interaction with the community, one possible location was moved and two additional locations were added.²⁷ There was no “shift to the north” no “truncation of the south.” The resulting seven alternative substation site locations include an option north (approximately 0.35 miles), south (approximately 0.9 miles), east (approximately 0.8 miles), and west (approximately 0.65 miles) of the intersection.²⁸ Importantly, and in direct contradiction to the assertions of the Joint Parties, the substation farthest from the intersection of Scenic Loop Road and Toutant Beauregard Road is Substation Site 6, to the south.

Evidence of geographic diversity is not based on what the Joint Parties suppose might have been identified on an early map initially used by POWER in its field work. Route and endpoint adequacy, rather, must be based on the geographic diversity of the endpoints actually presented in the Application. The purpose of a route adequacy hearing is not to imagine different ways a Project could have been presented or developed, but rather to analyze the adequacy of what actually has been presented and to address any glaring deficiencies or determine whether a sufficient number of alternative routes have been presented.

C. The La Sierra to UTSA B Tap 138 kV Transmission Line

As with the discussion above, the Joint Parties argue the question backwards. As clearly established by the Preliminary Order, the question for the ALJs to address is whether the Application contains an adequate number of reasonably differentiated alternative routes to conduct a proper evaluation. The question is not whether additional theoretical routes might also be envisioned to electrically connect the Project. It is beyond dispute that CPS Energy has presented an adequate number of reasonably differentiated alternative routes to conduct a proper evaluation.

Specifically, the Application contains seven alternative substation site endpoints that meet the short- and long-term needs of the Project.²⁹ The alternative substation endpoints are separated north and south and east and west by well over a mile in each direction. These

²⁷ See Application, Attachment 1, Figures 2-2 and 2-3.

²⁸ Measurements made from Figure 2-4 in Attachment 1 to the Application

²⁹ See Application, Attachment, 1 Figures 2-3, 2-4, and 4-1.

alternative substation sites are proposed to be connected to the existing transmission grid via six separate tap points to the existing Ranchtown to Menger Creek 138 kV transmission line located to the west of the alternative substation sites.³⁰ The potential tap points are over 5.35 miles apart from each other north to south providing significant geographic endpoint diversity.³¹ Connecting the seven alternative substation sites to the six alternative tap points are 29 geographically diverse alternative routes separated by over five miles north to south.³² It is undisputable that the Application contains an adequate number of reasonably differentiated alternative routes to conduct a proper evaluation. While the Joint Parties are apparently unhappy that some of the shortest and least estimated cost routes parallel an existing roadway on or near their properties, there are many routes in the Application that do not cross or come close to their property that are also relatively short, have a relatively low estimated cost, and that have many fewer habitable structures within proximity to the centerline of the alternative route.

During the project development stage, CPS Energy evaluated connection of the new proposed substation to transmission lines to the north and the south. The analysis performed is detailed on pages 23-25 of the Application and pages 30-36 of Attachment 13 to the Application. The analysis showed the shortest, lowest estimated cost alternatives were connections to the west to the existing Ranchtown to Menger Creek 138 kV transmission line. The cost estimates used during that evaluation were straight line distances with a rough 30 percent adder for routing contingencies.³³

Following the determination to pursue Option 1 for the Project, which provided opportunity for a number of geographically diverse route alternatives to the area of need for a new substation, CPS Energy proceeded to identify potential alternative substation endpoints and potential route alignments that were ultimately presented to the public for comment and consideration on October 3, 2019.³⁴ Following the open house meeting and receipt of significant public input, additional substation locations were identified that met the need for the Project,

³⁰ *Id.*

³¹ Measurements made from Figure 2-4 in Attachment 1 to the Application.

³² See Application, Attachment 1, Figures 2-3, 2-4, and 4-1. See also Application, Attachment 1, Table 2-1 (listing the segments comprising the 29 alternative routes presented in the Application).

³³ See Application at 23–24 (referencing Figure 15-2 and Table 15-1)

³⁴ See Application, Attachment 1, Figure 2-2 and pages 6-1 through 6-4.

including alternative Substation Site 6.³⁵ Identification of Substation Site 6, which is approximately 0.9 miles south of the intersection of Scenic Loop Road and Toutant Beauregard Road brought a potential endpoint of the Project closer to the existing La Sierra to UTSA B Tap transmission line than the original analysis performed in selecting Option 1. A review of the distances, however, shows that alternative Substation Site 6 is still over a half mile farther from the existing La Sierra to UTSA B Tap 138 kV transmission line (approximately 4.6 miles) than it is to the existing Ranchtown to Menger Creek 138 kV transmission line (approximately 4.0 miles).

CPS Energy was able to identify a number of geographically diverse alternative routes to alternative Substation Site 6. In fact, the Application contains more alternative routes proposed to connect to Substation Site 6 (eight) than any of the other alternative substation sites (the next highest is Substation Sites 3 and 7 with six apiece).³⁶ Further, two of the five shortest alternative routes proposed in the Application connect to Substation Site 6 (Routes P and R at 4.89 miles and 4.75 miles in length, respectively).³⁷ Thus, the Application contains at least two routes proposed to interconnect at Substation Site 6 that are practically the same estimated length as the straight line distance to the La Sierra to UTSA B Tap 138 kV transmission line (located approximately 4.6 miles away) and significantly shorter than the straight line distance plus 30 percent for routing contingency (approximately 6.0 miles). Thus, while the Joint Parties Motion contains two pages of speculation regarding what they assert would be “significantly lower” estimated costs, the clear evidence demonstrates that CPS Energy has provided the ALJs and the Commission with eight geographically diverse routes that connect to Substation Site 6 (at least two more than any other substation site) with two of the routes connecting to Substation Site 6 within the top five shortest routes proposed in the Application. There is simply no basis for the Joint Parties arguments that CPS Energy should restart the entire Project analysis to identify alternative routes to a new transmission line located further away than the proposed endpoint alternative. The motion of the Joint Parties with respect to alternative route connections to the La Sierra to UTSA B Tap 138 kV transmission line should be wholly dismissed, as theirs is not a challenge to route adequacy, but rather a request for an entirely different project.

³⁵ See Application, Attachment 1, Figure 6-2 and page 6-5.

³⁶ See Application, Attachment 1, Table 2-1.

D. General Routing Arguments

In Section D of the Joint Parties Motion, they re-assert various arguments regarding their dissatisfaction with segments in proximity to the McAndrew Elementary School, paralleling Toutant Beauregard Road across the entrance to the Anaqua Springs Subdivision and along property lines across the fence from the Anaqua Springs Subdivision, and paralleling Toutant Beauregard Road and a property line on the Brad Jauer/BVJ Properties, LLC property. Each of the segments complained of in this portion of the Joint Parties Motion are located along a roadway (Segments 20, 35, and 36) a property line or other geographic feature (e.g., a hillside) (Segments 26, 32, 38, 39, 41 and 43), or within right of way donated by the landowner owner (Segment 42) or proposed by the landowner (Segment 48) wholly in compliance with 16 TAC § 25.101(b)(3)(B). Ultimately all of the complaints the Joint Parties make regarding their perceived impacts of each of the segments addressed with respect to the school, neighborhood entrances, habitable structures, and property ownership in general are all factors to consider in evaluating and comparing the routes presented in the Application. However, none of these arguments raise any reasonable challenge to the adequacy of the numerous geographically diverse alternative routes presented by CPS Energy in the Application for consideration.

One of the assertions specifically raised by the Joint Parties requires further response. On page 14 of the Joint Parties Motion, they suppose that “if Segment 26 had retained its original course of going straight west to intersect with Segment 39, instead of turning north to Segment 38 as filed, potential routes could have turned south along Segment 39 toward undeveloped areas.” As can be seen from Figure 2-2, Segment 26 was initially identified in precisely the location described by the Joint Parties. As described on page 6-6 of Attachment 1 to the Application, Segment 26 was modified (to follow property lines in accordance with 16 TAC § 25.101(b)(3)(B)) **because of engineering constraints**. Following the open house meeting in October 2019, CPS Energy was informed of development that would be occurring in the area of the original location of Segment 26 within the next months. As of the writing of this Response, that property has been subdivided, many of the lots have been sold, and active development/home building is taking place precisely in the location where the Joint Parties

³⁷ *Id.*

would have Segment 26 located.³⁸ Exhibit 4 is a demonstrative screen shot of the Bexar Appraisal District parcel mapping showing the property subdivision and sales in the area discussed by the Joint Parties for relocation of Segment 26. Because of the engineering constraints of multiple properties and new homes directly in the path of the previously identified location of Segment 26, this routing “option” proposed by the Joint Parties should be rejected.

For all of the reasons set forth above, the motion of the Joint Parties regarding the adequacy of CPS Energy’s routes should be denied and a route adequacy hearing should be found to be unnecessary.

III. RESPONSE TO PATRICK CLEVELAND

In his motion, Mr. Cleveland complains of a number of impacts of several of the segments included in the Application, including Segments 17, 32, 42, 49, and 55. Mr. Cleveland also generally raises questions regarding the lack of a routing segment north of the Study Area “that follows Toutant Beauregard Road to Balcones Creek, then follow existing distribution line ROW to the existing Ranchtown to Menger Creek transmission line.” None of Mr. Cleveland’s assertions raise an issue of the adequacy of the routes presented by CPS Energy in the Application and his request that CPS Energy be ordered to conduct further evaluation on existing segments and routing and add a new segment should be denied. Mr. Cleveland’s motion does not establish sufficient grounds for a hearing on these issues and should also be denied. CPS Energy addresses each of Mr. Cleveland’s complaints below.

A. Segments 17, 32, 55, and 42

Segment 17 was identified along an existing property line in compliance with 16 TAC § 25.101(b)(3)(B). The alternative routing Mr. Cleveland proposes for Segment 17, taking into account property ownership of multiple parcels and following the actual property lines would result in the line taking several 90 degree turns in close proximity to each other, resulting in the clearing of significant existing trees and wildlife habitat, and significantly increasing both the estimated cost and aesthetic impact of the routing.³⁹ Similarly, modification of Segment 32 as proposed by Mr. Cleveland in a manner that follows actual property boundaries accounting for

³⁸ The Bexar Appraisal District website parcel mapping clearly shows the significant property division and parcel sales in the area where the Joint Parties propose to “relocate” Segment 26.

³⁹ See Application, Attachment 6 (referencing maps 4 and 7).

joint ownership of multiple parcels would result in the requirement to include significant angle structures, backtracking of the routing or cutting interior through properties, resulting in the same increased costs and environmental and aesthetic impacts as his proposed changes to Segment 17.⁴⁰ There is no reasonable justifiable basis to require CPS Energy to make the routing changes to Segments 17 and 32 as proposed by Mr. Cleveland.

The modifications to Segment 55 proposed by Mr. Cleveland would locate the route across property that is currently being subdivided, sold, and on which housing is being constructed. As can be seen from a review of Sheet 13 of Attachment 6 to the Application, the routing proposed by Mr. Cleveland for Segment 55 would cross directly over the area of active subdivision and development of that area. Mr. Cleveland's proposed modification to Segment 55 is not viable.

As stated on page 6 of the Application, Segment 42 is identified in the location requested by the owner of the property that is donating a significant portion of the right of way for that segment. Mr. Cleveland's request to modify that segment, in a manner contrary to the landowner's own wishes, when that landowner is willing to donate the right of way for the use of the segment is not a reasonable modification and should be rejected.

B. Proposed Routing from Toutant Beauregard Road to Balcones Creek

As discussed at length in response to the Joint Parties, above, the Application contains six tap points on the existing Ranchtown to Menger Creek 138 kV transmission line to connect to the seven alternative substation site locations.⁴¹ The tap points on the existing transmission line are over 5.35 miles distant from each other north to south.⁴² Because of the existing constraint of the conservation easement and the Serene Hills and Scenic Hills neighborhoods north of Segment 54 and the Boerne Stage Field Airport north of the conservation easement,⁴³ no reasonable viable alternative routing can be identified north of Segment 54. The Application contains routing options to the west from Segment 54 that connect to Segments 40, 46, 49, and

⁴⁰ See Application, Attachment 6 (referencing map 7).

⁴¹ See Application, Attachment 1, Figures 2-3, 2-4, and 4-1.

⁴² Measurements made from Figure 2-4 in Attachment 1 to the Application.

⁴³ See Application, Attachment 1, Figure 4-1.

43. Thus, there are four geographically distinct routing options connected to Segment 54 that are separated by over three miles north to south.⁴⁴

The proposal by Mr. Cleveland is to add another routing alignment outside of the Study Area farther to the north of Segment 40. Because of the constraints north of Segment 54, any additional segment added in the manner proposed by Mr. Cleveland would still have to travel down into the Study Area and connect with existing segments. Such a route would be farther from the proposed new substation sites at an equal or greater estimated cost, length, and potential natural and cultural impacts than many routes already existing in the Application. Assuming Mr. Cleveland's calculations are correct, his proposed routing would add over a half a mile to potential alternative routing beyond the northernmost routes currently included in the Application (e.g., Routes A, E, H, or Y). Most importantly, while a segment might be theoretically identifiable in the location proposed by Mr. Cleveland (along Toutant Beauregard Road to Balcones Creek to the existing transmission line), the Application contains an adequate number of reasonably differentiated alternative routes for the ALJs and the Commission to conduct a proper evaluation. There is no basis for CPS Energy to be required to add additional routing north of Segment 40 to provide longer routes, with higher estimated costs, and potentially greater environmental and cultural impacts than those already included in the Application. Mr. Cleveland's request to add a segment along Toutant Beauregard Road to Balcones Creek to the existing transmission line should be denied.

C. Segment 49

In his statement, Mr. Cleveland addresses various factors regarding his asserted recreational uses of the High Country Ranch property and the impacts of Segment 49 on that property. CPS Energy recognizes and appreciates Mr. Cleveland's concerns. His arguments, however, go to the merits of the impacts of that segment and are not a reasonable basis for a challenge to the adequacy of routes proposed by CPS Energy in this proceeding.

Simply stated, the fact that Mr. Cleveland disagrees with Ms. Meaux's experienced application of the Commission's rules and requirements associated with the designation of park and recreational areas is not, as Mr. Cleveland suggests, evidence of Ms. Meaux's failure to perform due diligence in identifying potential route segments for the Project. Even if Mr.

⁴⁴ Measurements made from Figure 2-4 in Attachment 1 to the Application.

Cleveland is correct (which CPS Energy disputes) that the High Country Ranch should be classified as a park and recreational area pursuant to the rules and application requirements of the Commission, the forum for Mr. Cleveland to address his issue is through his direct testimony and participation in the hearing on the merits with respect to Ms. Meaux's application of the Commission's rules and requirements. It is simply not a route adequacy issue.

Mr. Cleveland's statement does not raise any reasonable challenge to the adequate number of reasonably differentiated routes that CPS Energy included in its Application in this proceeding. Accordingly, his request for an order requiring CPS Energy to modify existing routes and add new routes to the Application is without merit and should be denied. Further, his statement does not require a hearing to address any of the issues addressed herein and should likewise be denied.

IV. CONCLUSION

CPS Energy's Application contains an adequate number of reasonably differentiated routes for the ALJs and the Commission to conduct a proper evaluation. None of the issues presented by the Joint Parties or Mr. Patrick Cleveland require an amendment to the Application to modify or add additional segments or routes. CPS Energy respectfully requests an order finding CPS Energy's routes to be adequate and denying the requests for a hearing to consider route adequacy.

Respectfully submitted,

/s/ Kirk D. Rasmussen

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ATTORNEYS FOR CPS ENERGY

CERTIFICATE OF SERVICE

I certify that a copy of this document was served on all parties of record on this date via the Commission's Interchange in accordance with the Commission's order in Docket No. 50664 suspending PUC Procedural Rule 22.74.

/s/ Kirk D. Rasmussen
Kirk D. Rasmussen

STZ GF # 59681 / mp

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

GRANT OF CONSERVATION EASEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Grant of Conservation Easement (this "Conservation Easement") is made as of October 12, 2010, by William Bross Lloyd, Christopher Lloyd, Roberta Norris Lloyd, and Lola Lloyd Horwitz (collectively, the "Lloyds"), Deborah M. Kelley, Susan M. Kelley, and Nicholas M. Kelley (collectively, the "Kelleys"), Kathleen O'Connor ("O'Connor"), Pond Foundation, a New Mexico nonprofit corporation ("Pond"), and Lola Maverick Moonfrog F/K/A Lola Maverick Berndt ("Moonfrog"), (the Lloyds, the Kelleys, O'Connor, Pond, and Moonfrog are referred to collectively herein as the "Grantor") and The Nature Conservancy, a District of Columbia nonprofit corporation ("Grantee"), with a mailing address of P.O. Box 1440, San Antonio, Texas 78295-1440 (Bexar County).

RECITALS

A. Protected Property. Grantor is the sole owner in fee simple of the property which consists of approximately 610.42 acres, comprised of four tracts described below (and collectively referred to as the "Property") which are part of the land commonly known as the "Maverick Ranch", located in Bexar County, State of Texas.

(1) *The Lloyd Tract.* 122.65 acres owned by the Lloyds (the "Lloyd Tract"), as more particularly described in Exhibit A attached hereto and incorporated herein by reference.

(2) *The Kelley Tract.* 175.71 acres owned by the Kelleys (the "Kelley Tract"), as more particularly described in Exhibit B attached hereto and incorporated herein by reference.

(3) *The Pond-O'Connor Tract.* 280.30 acres owned by Pond and O'Connor (the "Pond-O'Connor Tract"), as more particularly described in Exhibit C attached hereto and incorporated herein by reference.

(4) *The Hill House Tract.* 31.76 acres owned by the Lloyds, O'Connor, and Moonfrog (the "Hill House Tract"), as more particularly described in Exhibit D attached hereto and incorporated herein by reference.

B. Conservation Values. The Property possesses significant natural, ecological, and scenic values (collectively, the "Conservation Values") the preservation of which are of importance to Grantor and Grantee, to the people of the county in which the Property is located, to the people of the State of Texas, and the people of this nation.

C. Ecological Values. Among the Property's Conservation Values are significant ecological values. In particular, the Property is a natural area which qualifies as a "relatively natural habitat of fish, wildlife, or plants, or similar ecosystem", as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code of 1986 (as amended). The protection of the Property will also help to support many plant and animal species which are dependent on the water sources, nesting habitat, and food sources found on the Property, and will help to ensure that this area and its existing features will continue to be available for its natural habitat values. Some of the natural systems to be protected that are well represented in the Property include: habitat for plant, animal, and invertebrate species representative of the Edwards Plateau of Central Texas. Some of the species and natural systems to be protected that are well represented on the Property include: breeding, feeding, sheltering, nesting, and foraging habitat for the Golden-cheeked Warbler, Black-capped Vireo, and other species. Several major habitats present on the Property include: dry to mesic juniper-oak and oak-juniper slope/canyon forests, dry grassland openings, and microhabitats provided by intermittent streams and karst formations.

D. Historical & Archeological Values. Through the preservation of the Conservation Values of the Property, this Conservation Easement will indirectly help protect significant historical and archeological values. The Property, from fence-line to fence-line, is part of the "Maverick-Altgelt Ranch and Fenstermaker-Fromme Farm", commonly known as the Maverick Ranch, which was entered as a historic district into the United States Department of the Interior, National Park Service, National Register of Historic Places on April 12, 1979, #300512 (the "National Register Listing"). According to the National Register Listing: "The [Maverick Ranch] District is located on an unnamed branch of Leon Creek between Boerne Stage Road (old Fredericksburg Road) and Toutant Beauregarde Road in northwestern Bexar County, Texas. Situated in the rolling hills leading to the Edwards Plateau, the district consists of two separate but adjoining areas, the Maverick-Altgelt Ranch headquarters, outbuildings and lands, including the George Obert site, and the Fenstermaker-Fromme Farm structures and lands, plus three prehistoric and for historic archeological sites." Included within the National Register Listing is a description of the Lloyd House located on the Hill House Tract (herein referred to as the "Hill House"): "A top a hill 175 yards west of the cottage, William Bross Lloyd and Lola M. Lloyd of Winnetka, Ill., built their house of concrete over metal lath and stucco in 1914. Built as a winter residence, the one story house design was based on the efficient use of space and materials in ship building. Water was originally furnished by two deep cisterns under the kitchen wing of the house and pumped to storage tanks on the roof."

E. Easement Documentation Report. The characteristics of the Property, its current use and state of improvement, are described in a report entitled Baseline Easement Documentation Report of Maverick Ranch, prepared by Grantee for Grantor, dated October 12, 2010 ("Easement Documentation Report"), mutually agreed upon, signed, and acknowledged by the parties. Grantor worked with Grantee to ensure that the report is a complete and accurate description of the Property as of the date of this Conservation Easement. It establishes the

baseline condition of the Property as of the date of this Conservation Easement and includes reports, maps, photographs, and other documentation.

F. Authority. Grantor and Grantee have the common purpose of conserving the Conservation Values in perpetuity, and the State of Texas has authorized the creation of conservation easements pursuant to Chapter 183 of the Texas Natural Resources Code, Tex. Nat. Res. Code Ann. §§ 183.01, *et seq.*, and Grantor and Grantee wish to avail themselves of the provisions of that law.

G. Third Party Rights. Grantor and Grantee acknowledge that all or partial funding for this conveyance was provided by the U.S. Army ("Army") pursuant to 10 U.S.C. § 2684a for the protection of land surrounding the Camp Bullis Military Installation from incompatible development and for preserving habitat on the Property, and accordingly the Army shall have certain third party contingent rights as more particularly described herein.

AGREEMENT

NOW, THEREFORE, 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, 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 forever predominantly in its natural condition; to protect Conservation Values, to prevent any use of the Property that will significantly impair or interfere with the Conservation Values, while allowing for traditional uses on the Property that are compatible with and not destructive of the Conservation Values, such as limited construction, selective timber harvesting, agricultural uses, controlled fishing and hunting, all subject to the terms of this Conservation Easement. Grantor and Grantee acknowledge and agree that any endangered species mitigation credits that may accrue as a result of Golden-cheeked Warbler preservation pursuant to this Conservation Easement shall be credited to the Army.

2. Retained Rights. Grantor reserves all rights to the Property to the extent not restricted or not conveyed by this instrument, including all rights accruing by virtue of ownership of the Property, the right to engage (and to invite others to engage) in all uses of the Property consistent with and not to the detriment of the Conservation Values, the right to exclude the public from trespassing on the Property, and the right to sell, lease, or mortgage the Property (provided that any mortgage shall be subordinate to this instrument) subject to this Conservation Easement.

3. General Prohibition. 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. Grantor and Grantee acknowledge that the current uses of the Property and the improvements to the Property described in this instrument and in the Easement Documentation Report are consistent with the Conservation Values.

4. Specific Uses. As an element of the Conservation Values, the Property contains occupied habit, buffer zone, and unoccupied habitat for the Golden-cheeked Warbler. As such, with the exceptions specifically noted below, the Property is essentially a "No Development Zone" as restricted by this Conservation Easement. 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 permitted.

4.1 *No Subdivision*. The Property consists of four separate legal tracts under different ownership. Each individual tract may be separately sold or pledged for a debt in its current configuration in its entirety, but no individual tract may be divided, subdivided, or partitioned. If, and to the extent, any or all of the four tracts come under common ownership, such tracts shall thereafter be held and transferred together as one (as a means of re-assembling the historic unity of ownership of those parts of the Maverick Ranch) and cannot be divided, subdivided, or partitioned. Any time the Property, or any interest therein, is transferred by Grantor to any third party, the Grantor shall notify Grantee and the Army in writing at least thirty (30) days prior to the transfer of the Property, and the document of conveyance shall expressly refer to this Conservation Easement.

4.2 *Construction*. The construction or placement of any temporary or permanent buildings, facilities, equipment, improvements or structures of any kind is prohibited except:

(a) *Hill House*. Grantor shall have the right to maintain, renovate, repair, replace, demolish, and remove the existing structure commonly known as the Hill House on the Hill House Tract subject to the provisions herein.

(b) *Removal of Hill House*. The Hill House shall not be demolished, razed, or removed unless repair and restoration of the Hill House is not feasible due to damage or destruction by fire, flood, windstorm, hurricane, earth movement, or other casualty, cumulative, sustained neglect, or structural instability. In the event the Hill House is to be demolished, razed, or removed (i) all reasonable efforts shall be taken to preserve and maintain the historical and artistic integrity of the fireplace (and, if necessary, relocate the same); (ii) other architectural elements and materials, if not reused or incorporated into a replacement structure, shall be salvaged and sold or donated for reuse as feasible; and (iii) demolition, razing, and removal shall be done without blasting, with minimal use of heavy machinery and disturbance to the site (for example, dismantled from within the footprint rather than knocked down from the area surrounding the structure), and by hand and/or hand-held equipment where feasible. Prior to demolishing, razing, or removing the Hill House, Grantor shall notify Grantee, provide Grantee with a plan for such demolition, razing, or removal demonstrating compliance with this Conservation Easement and protection of the Conservation Values, and certify that the plan is in compliance with this Conservation Easement. Demolition, razing, and removal may be

limited during the Golden-cheeked Warbler breeding season, or during other sensitive periods for any species, as determined by Grantee.

(c) Replacement of Hill House. If the Hill House is demolished, razed, or removed as and for the reasons described above, a new structure may be constructed in its place including some portion of its original footprint: provided, however that the replacement structure will not exceed (i) one-hundred and twenty percent (120%) of the original footprint of the Hill House as of the date of Easement Documentation Report, and (ii) two stories (not to exceed a total of twenty-four feet) above the highest natural grade of the original footprint of the Hill House as of the date of Easement Documentation Report. Any replacement structure shall strive to use naturally existing cleared areas, the original footprint, and preserve trees and habitat (relocating sensitive plant species where necessary) surrounding the site. The replacement structure shall be energy and water efficient and employ "green" sustainable building materials, techniques, and design, and shall strive to blend into the surrounding landscape for a harmonious coexistence. Prior to construction Grantor shall notify Grantee, provide Grantee with a plan for such construction demonstrating compliance with this Conservation Easement and protection of the Conservation Values, and certify that the plan is in compliance with this Conservation Easement. Construction may be limited during the Golden-cheeked Warbler breeding season, or during other sensitive periods for any species, as determined by Grantee.

(d) Other Improvements. Other structures and improvements on the Property (including both new and existing structures and improvements) shall be limited to traditional ranching improvements in the county area, such as fences, corrals, pens, observation stands, wildlife drinkers and other wildlife improvements, water tanks, water wells, troughs, header dams, but only to the extent such improvements (i) do not impair or interfere with the Conservation Values, and (ii) each of which does not exceed a footprint of one hundred (100) square feet unless Grantee's prior written approval is obtained. Further, Grantor may construct, maintain, repair, and replace (with another of similar function, capacity, location, and material unless otherwise approved by Grantee or permitted elsewhere in this Conservation Easement) drainage ditches, trails, utilities, and wells to serve the Hill House and other structures and improvements permitted under this Section (Construction) as long as they are limited to the extent reasonably necessary to serve such structures and improvements and do not significantly impair or interfere with the Conservation Values. Septic systems and leach fields shall meet county codes and other applicable laws, and shall not be built or installed within two-hundred feet (200') of any surface waters or springs, flowing streams, rivers, and tributaries. Grantee shall have the right to limit the amount of new structures and improvements permitted under this Section (Construction) if Grantee determines in its discretion that the Conservation Values may be adversely impacted.

(e) **Manner of Improvement.** Grantor shall at all times use best efforts and practices in the construction of structures and improvements to minimize impacts on the Conservation Values. All new construction shall be sited as to cause the least disturbance to the Conservation Values. Grantor agrees to use best efforts to site any new construction in such a manner so as to protect existing trees, take advantage of existing access to utilities, water, public roads, and existing drainages, prevent erosion, and preserve the Conservation Values.

4.3 *Roads.*

(a) **Existing Roads.** Existing roads depicted in the Easement Documentation Report may be repaired and maintained as necessary to support the activities permitted herein. No new roads shall be constructed on the Property unless they are approved in advance by Grantee and do not compromise the Conservation Values (except as provided in Section 4.3(c) below).

(b) **Two-Track Roads.** Subject to Grantee's prior written approval, Grantor may create and maintain Two-Tracks (defined below) to the limited extent necessary for the activities, and to access the structures and improvements, permitted in this Conservation Easement. Grantee may limit the number or location of Two-Tracks if Grantee determines in its discretion that the Conservation Values may be adversely impacted. "Two-Tracks" means unpaved avenues of vehicle access delineated on the natural surface of the land as two (2) parallel wheel tracks and that have not been improved by any building, construction, installation, or placement of any materials thereon (other than for the purposes of preventing erosion or other environmental degradation).

(c) **Hill House Access Easement.** The individual grantors hereby grant an access and road easement for ingress and egress over and across their respective tracts (the "Hill House Access Easement") to and for the benefit of the Hill House Tract and the Hill House (or any replacement thereof) in particular. The Hill House Access Easement shall be deemed appurtenant to the Hill House Tract whether or not a given tract is physically contiguous with the Hill House Tract. The Hill House Access Easement shall permit the owner(s) of the Hill House Tract to construct, repair, and maintain a road over and across the Property, including the Hill House Tract, for the purposes of accessing the Hill House. Such road shall utilize the existing roads and remnant Two-Tracks (as shown in the Easement Documentation Report) where advantageous to preserving the Conservation Values but may deviate from existing routes where alternative routes have less impact on the Conservation Values. Construction of such access road shall be done in as an environmentally sensitive manner as possible so as to preserve the Conservation Values and otherwise subject to the provisions of this Conservation Easement. Such access road shall be a single lane road with a maximum width of fifteen feet (15') that solely utilizes caliche or similar natural materials (except to the limited extent necessary for the purposes of preventing erosion or other environmental degradation or for the safe use of the road). Prior

to construction of such road, the owner(s) of the Hill House Tract shall notify Grantee, provide Grantee with an initial plan for such construction demonstrating protection of the Conservation Values to the extent feasible given the necessity for construction of such road, and obtain Grantee's written approval of such plan. If any significant amount of mature ash juniper and/or oak needs to be cut or removed during the road construction, then the owner(s) of the Hill House Tract shall consult with U.S. Fish & Wildlife Service (USFWS) prior to any construction and perform such mitigation as required by USFWS, if any, for construction of the road. Grantee shall assist the owner(s) of the Hill House Tract in designing and locating such access road so as to eliminate or minimize any mitigation requirements. Construction may be limited during the Golden-cheeked Warbler breeding season, or during other sensitive periods for any species, as determined by Grantee. If access, satisfactory to the owner(s) of the Hill House Tract, is granted over the existing road which has traditionally and historically been used to access the Hill House (which road is not on the Property or subject to this Conservation Easement), then the Hill House Access Easement may be released at the Hill House Tract owner(s)' discretion.

4.4 *Vehicles.* The operation of motorized vehicles off of roads or Two-Tracks permitted by this Conservation Easement is prohibited other than for occasional maintenance (which may be limited during the Golden-cheeked Warbler breeding season, or during other sensitive periods for any species, as determined by Grantee), monitoring, research, and restoration activities permitted by this Conservation Easement, or emergency purposes. The off-road use of all-terrain vehicles ("ATVs") and off-road motorcycles ("dirt bikes") as a recreational activity is prohibited. Pursuit of native wildlife by any form of motorized transportation is prohibited. All permitted vehicle use shall be conducted in a manner that minimizes impacts on the Conservation Values.

4.5 *Parking.* Two small parking areas (less than one acre each) may be established at or near the boundary of the Property, one along Boerne Stage Road and a second along Toutant Beauregarde Road, in existing treeless areas or where trees do not need to be removed. The approximate locations of such parking areas are depicted in the Easement Documentation Report. Such parking shall only be for Grantor, Grantee and its agents, and Grantor's guests and invitees, shall be behind a gate and not accessible to the general public, shall be improved only with caliche or impervious natural materials (except to the limited extent necessary to prevent erosion or other environmental degradation or for the safe use of the parking area), and shall be implemented, if at all, in a way so to minimize any disturbance to the Conservation Values.

4.6 *Public Access.* Notwithstanding that all or partial funding for this conveyance was provided by the Army, no right of access by the general public to any portion of the Property is conveyed by this Conservation Easement. However, the public has the right to view the Property from adjacent publicly accessible areas such as public roads and waterways.

4.7 *Minerals.* There shall be no exploration, development, production, extraction, or transportation of oil, gas, soil, sand, gravel, caliche, rock, or other mineral substances (whether such other mineral substances be part of the mineral estate or part of the surface estate but not including water if deemed a mineral substance) on, from, or across the Property ("Mineral Activities") except in accordance with this Section (Minerals).

(a) **No Surface Mining.** Mineral Activities shall not be conducted by any surface mining methods. Surface mining is strictly prohibited.

(b) **Third-Party Minerals.** In the event all or part of the oil, gas, or other mineral substances (whether such other mineral substances be part of the mineral estate or part of the surface estate) are owned by third parties as of the date of this Conservation Easement, the following provisions shall apply to such third party oil, gas, and other mineral substances to the extent this Conservation Easement is deemed subordinate (by law or otherwise) to such oil, gas, and other mineral substances ownership rights: Whenever such third party owners are required by applicable law or pursuant to any existing or future contract, conveyance, or lease to obtain any consent from Grantor with respect to any access to, operation on, physical alteration of, or improvement to the Property, Grantor shall, prior to giving any such consent, consult with Grantee and use its best efforts to incorporate conditions or restrictions on such consent as Grantee may reasonably determine are required in order to prevent a significant impairment or interference with the Conservation Values. In the event Grantor at any time becomes the owner of any of such third party ownership rights, then such rights shall be deemed immediately subject to this Conservation Easement, and any and all subsequent Mineral Activities, contracts, conveyances, and leases of or relating to such ownership rights shall be bound by the provisions of this Conservation Easement.

4.8 *Agricultural Use.* Except as specified below, agricultural activities on the Property shall be limited to those that do not significantly impair or adversely impact the Conservation Values.

(a) **Farming.** Grantor shall have the right to plant gardens for personal consumption and/or to participate in local farmers' markets; provided, however, that trees shall not be removed for such purposes and plots in excess of two hundred square feet (200 ft²) shall require Grantee's prior approval.

(b) **Grazing.** Grantor shall have the right to breed, raise, graze, and pasture domestic animals at or below the stocking rates described in the Easement Documentation Report or as otherwise determined by a grazing plan approved by Grantee. Notwithstanding the forgoing, no level of grazing may be permitted that would result in an unreasonable deterioration of the pastures or other Conservation Values. Feedlots are prohibited.

4.9 *Timber*. Timber harvesting on the Property is prohibited except to provide firewood for residences permitted on the Property and for maintaining permitted structures and improvements on the Property, such as corrals, fences, *etc.* No additional timber harvesting shall be permitted without the prior written permission of Grantee. All timber harvesting shall comply with Section 4.25 (Golden-cheeked Warbler Habitat Protection).

4.10 *Recreational Uses*. Grantor shall have the right to engage in and permit others to engage in recreational uses of the Property, such as hiking and wildlife viewing, that do not require or result in any surface alteration or other development or disturbance of the land and that do not adversely affect the Conservation Values. Recreational uses may be limited during the Golden-cheeked Warbler breeding season, or during other sensitive periods for any species, as determined by Grantee.

4.11 *Home Businesses*. Any business that is conducted by, and in the home of, a person residing on the Property in an approved structure, and which does not require or result in any surface alteration or other development or disturbance of the land and that do not adversely affect the Conservation Values, is permitted.

4.12 *Commercial Use*. Any commercial or industrial use of or activity on the Property, other than those relating to agricultural, recreational, and home business use permitted in this Conservation Easement, is prohibited. No rights of passage shall be granted or retained across or upon the Property if that right of passage is used in conjunction with prohibited activities.

4.13 *Excavation*. Except as necessary to accommodate the activities permitted under this Conservation Easement, there shall be no ditching, draining, diking, filling, excavating, dredging, removal of topsoil, sand, gravel, rock, minerals or other materials, mining, drilling or removal of minerals, nor any change in the topography of the Property or disturbance in the soil in any manner. Placement of underground storage tanks (other than for rainwater catchment or storage of fresh water associated with permitted structures) is prohibited.

4.14 *Habitat Maintenance*.

(a) *Approval Not Required*. Without needing the approval of Grantee, Grantor shall have the right to: (i) cut and remove non-native trees, shrubs, or plants; (ii) cut and remove dead, dying, or diseased native trees, shrubs, and plants; (iii) cut or prune trees and brush to the limited extent that they constitute a hazard to permitted road and trail usage; and (iv) cut and remove trees, shrubs, or plants to accommodate the structures and improvements permitted under this Conservation Easement so long the Conservation Values are not significantly impaired.

(b) *Approval Required*. With the prior written approval of Grantee, Grantor shall have the right to: (i) cut firebreaks, except that such prior written

approval shall not be required in case of emergency firebreaks; and (ii) cut and remove native trees, shrubs, or plants in order to preserve or enhance natural communities or other Conservation Values or other reasonable purposes that do not adversely impact the Conservation Values.

4.15 *Non-Native and Invasive Plants and Animals.* Except for agricultural uses permitted hereunder, there shall also be no planting of non-native or invasive trees, shrubs, or plants on the Property without the prior written approval of Grantee. There shall be no intentional introduction of non-native animals on the Property except for domestic livestock (subject to the terms of this Conservation Easement), household pets (properly restrained), and otherwise with Grantee's prior written approval. Intentional introduction of genetically modified organisms is prohibited.

4.16 *Hydrology.* Other than the construction of wells to serve permitted improvements or for activities permitted in this Conservation Easement, there shall be no alteration, depletion, or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water, or any other water bodies on the Property.

4.17 *Signs.* Signs are permitted for purposes of identifying the Property as private property, posting the Property against trespassing or hunting, identifying the Property as protected by Grantee, or any posting or notice required by law. All other signs are prohibited. Signs shall not exceed one (1) by two (2) feet in size, be made with reflective surfaces, or be artificially illuminated. Sign placement, number, and design must not significantly diminish the Conservation Values.

4.18 *Pesticides & Fertilizers.* Pesticides and biocides, including insecticides, fungicides, rodenticides, and herbicides, are prohibited, except for herbicides utilized for habitat restoration purposes that have been approved by Grantee. Fertilizers, other than natural compost and manure, are prohibited.

4.19 *Dumping.* The storage or dumping of trash, garbage, hazardous substances, toxic waste, or other unsightly or offensive material on the Property is prohibited.

4.20 *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. Nor shall activities be conducted on the Property that contribute to erosion or siltation.

4.21 *Density.* Neither the Property nor any portion of it shall be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this

Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights or cluster development arrangement.

4.22 *Soil and Water Conservation; Erosion Control.* Subject to Grantee's prior written approval and all applicable laws and regulations governing such practices, Grantor may conduct activities for the purpose of soil and water conservation and erosion control utilizing practices that are best suited for the conservation of soil and water, the maintenance of soil and water quality, and so as to avoid erosion, soil contamination, and water pollution. The Grantor and the Grantee desire to provide sufficient flexibility so that the Grantor can take advantage of emerging sustainable practices, all in a manner to protect and enhance the Conservation Values.

4.23 *Fishing & Hunting.* Controlled fishing and hunting is permitted on the Property with the advance written permission of the respective grantor who owns the tract where such activities are to be conducted. Hunting shall only be to limit the population of certain species, such as deer, when such species are deemed overpopulated by Grantee in consultation with a wildlife biologist. Fishing and hunting may be prohibited by Grantee during the Golden-cheeked Warbler breeding season, or during other sensitive periods for any species, as determined by Grantee.

4.24 *Predator Control.* Grantor shall have the right, by means and methods approved by Grantee, to trap, remove, control, or destroy predatory and problem animals which pose a material threat to livestock, humans, or the Conservation Values. The method employed shall be selective and specific to individuals, rather than broadcast, nonselective techniques. Trapping of animals shall be done a humane manner with live animal traps monitored daily. In no event shall leg-hold traps, body-gripping or body-crushing traps, or snares be used anywhere on the Property. Trapped animals shall be relocated to appropriate areas or facilities or if necessary, dispatched humanely.

4.25 *Golden-cheeked Warbler Habitat Protection.* Notwithstanding anything herein to the contrary, the following activities are prohibited unless Grantee's prior written approval is obtained: (i) removal, cutting, or harvesting of ashe junipers (commonly called "cedar") or oaks greater than or equal to eight inches (8") in diameter at breast height that are located on slopes equal to or greater than twelve percent (12%), and (ii) removal of brush or vegetation in or within three hundred feet (300') of Golden-cheeked Warbler habitat during the Golden-cheeked Warbler breeding season, or during other sensitive periods for any species, as determined by Grantee.

4.26 *Habitat Restoration and Enhancement.* With the prior written approval of Grantor, Grantee shall have the right, but not the obligation, to restore and enhance native plant and wildlife habitat, consistent with approved wildlife management and soil conservation practices and all applicable laws and regulations governing such practices. Similarly, with the prior written approval of Grantee, Grantor shall have the right, but not the obligation, to restore and enhance native plant and wildlife habitat, consistent with approved wildlife management and soil conservation practices and all applicable laws and regulations governing such practices.

4.27 *Ecological Monitoring, Surveying, Inventorying, and Research.* Grantee shall have the right, but not the obligation, to monitor, survey, inventory, and conduct research on the plant and wildlife populations, communities, and habitats on the Property. Grantor shall cooperate with Grantee in establishing, at no expense to Grantor, written Monitoring and Research Plan(s), if desired by Grantee, to direct such monitoring, surveying, inventorying, and research. All such monitoring, surveying, inventorying, and research of biological and botanical resources shall be done without killing, collection, or removal of organisms; provided, however, that injured or threatened individuals may be removed to an appropriate facility for their own protection, rehabilitation, or propagation, and provided further that deceased individuals may be removed for post-mortem determination of death and further study. Scientific research reports, surveys, and inventories, as well as management plans for the Property, prepared or obtained by Grantee pursuant to this Conservation Easement shall be provided to Grantor and, upon request, to the Army.

4.28 *Management of Exotics and Invasive Species.* Grantee shall have right, but not the obligation, to control, manage, remove, or destroy exotic non-native species or invasive species of plants and animals that threaten the Conservation Values. Such activities shall be in accordance with management practices of Grantee and may include, but shall not be limited to mowing, fencing, humane trapping, and prescribed burning. Trapping of animals shall be done in a humane manner with live animal traps monitored daily. In no event shall leg-hold traps, body-gripping or body-crushing traps, or snares be used anywhere on the Property. Whenever possible, trapped animals shall be relocated and animals (such as cowbirds) which cannot be relocated shall be dealt with in an environmentally conscious manner (such as being donated to a local raptor rescue group as a captive prey source) or, if necessary, dispatched humanely. Grantee will consult with Grantor prior to implementing exotic or invasive species management activities.

5. Exercise of Rights. For activities that require the other party's approval, the request for such approval shall be in writing, contain detailed information regarding the proposed activity, and identify the tract on which the proposed activity will be conducted. Such request shall be delivered to other party at least thirty (30) days prior to the anticipated start date of such activity. Grantee shall only need to provide notice to or request approval from the respective grantor who owns the tract that is the subject of the notice or request for approval. Such approvals shall not be unreasonably withheld, delayed, or denied. The parties agree to use reasonable diligence to respond in writing to the request within said thirty-day period; provided, however, that failure to respond with said thirty-day period shall not be deemed approval.

6. Grantee's Access.

6.1 *Ingress & Egress.* Grantor grants, conveys, and assigns to Grantee (and to the Army under the conditions for permitting the exercise of its rights as set forth in Section 7.8) the rights of ingress and egress to, through, over, and across the Property as an assignee of a partial interest in the Property (*i.e.*, this Conservation Easement) for the purposes described herein, including Section 7 (Enforcement). Without limiting the

foregoing, Grantee may access any tract of the Property from and across the other tracts of the Property for the purpose of exercising its rights under this Conservation Easement.

6.2 *Purposes.* Grantee (including Grantee's staff, contractors, and associated natural resource management professionals) shall have the right to enter the Property at reasonable times for the purposes of: (i) monitoring, surveying, inventorying, and conducting research on the plant and wildlife populations, communities, and habitats of the Property; (ii) controlling, managing, removing, or destroying exotic non-native species or invasive species of plants and animals that threaten the Conservation Values; (iii) inspecting the Property to determine if there is compliance with the terms of this Conservation Easement; (iv) obtaining evidence for the purpose of seeking judicial enforcement of this Conservation Easement; and (v) exercising such other rights, and for such other purposes, as described in this Conservation Easement.

6.3 *Manner.* Grantee's entry into the Property shall be done in a manner that will not unreasonably interfere with Grantor's permitted uses or quiet enjoyment of the Property. Grantee will provide reasonable advance written notice to Grantor prior to entering the Property, except in any case where immediate entry is necessary or desirable to prevent, terminate, or mitigate damage to, or the destruction of, the Conservation Values, or to prevent, terminate, or mitigate a violation of the terms of this Conservation Easement.

6.4 *Reports.* Compliance and monitoring reports prepared or obtained by Grantee pursuant to this Conservation Easement shall be provided to Grantor and, upon request, to the Army unless such reports are attorney-client or work-product privileged.

7. Enforcement. Grantee, along with the Army under certain circumstances described in Section 7.8 below, shall have the right to enforce, and to prevent and correct violations of, the terms of this Conservation Easement.

7.1 *Notice of Violation.* If Grantee becomes aware that a violation of the terms of this Conservation Easement has occurred or is threatened to occur, Grantee may at its discretion take appropriate legal action. Except when an ongoing or imminent violation could substantially diminish or impair the Conservation Values, Grantee shall give a written notice of the violation to Grantor prior to taking such legal action.

7.2 *Corrective Action.* Upon the receipt of a notice of violation, Grantor shall promptly commence, and thereafter diligently pursue to completion, corrective action sufficient to cure the violation (if there is a violation) and, where the violation involves injury to the Property, to restore the portion of the Property so injured. However 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.

7.3 *Default.* Grantor shall be in default of this Conservation Easement if Grantor fails to so cure the violation within sixty (60) days after the notice of violation is

given: provided that, if more than sixty (60) days is reasonably required for the corrective action, then, if Grantor promptly begins the corrective action within such sixty (60) day period, no default shall exist as to the violation for so long thereafter as Grantor is diligently pursuing such cure to completion. The fact that a default does not exist under the foregoing provisions (*i.e.*, there was a violation but the violation was cured or the cure was commenced and Grantor is diligently pursuing such cure to completion) shall in no event, however, absolve Grantor from any liability under this Conservation Easement with respect to the violation.

7.4 *Remedies.* In the event of a violation, Grantee shall have all remedies available at law or in equity to enforce the terms of this Conservation Easement, including the right to: (i) seek a temporary or permanent injunction with respect to any activity causing a violation; (ii) require the restoration of that portion of the Property affected by the violation to a condition similar or equivalent to the condition that existed prior to the violation, by restoring soils, replanting suitable native vegetation, or taking such other action as is reasonably necessary to achieve such restoration, and (iii) recover any additional damages arising from the violation, provided, however, that, except in the event of emergency enforcement, Grantee shall not enforce its rights under clauses (i) or (ii) above after the giving of a notice of violation until such time as a default exists under the foregoing provisions. The foregoing remedies shall be cumulative and shall be in addition to all other remedies existing at law or in equity with respect to the violation.

7.5 *Costs of Enforcement.* In any action, suit, or other proceeding undertaken to enforce any right or obligation under this Conservation Easement, or to interpret any of the provisions of this Conservation Easement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such proceeding, including the court costs and attorneys' fees and expenses incurred by the prevailing party (whether incurred at the trial, appellate, or administrative level), in such amount as the court or administrative body may judge reasonable, all of which may be incorporated into and be a part of any judgment or decision rendered in such action, suit or other proceeding.

7.6 *Emergency Enforcement.* The foregoing provisions notwithstanding, if Grantee reasonably determines that a violation has occurred or is about to occur and circumstances require immediate action to prevent, terminate, or mitigate significant damage to or the destruction of any of the Conservation Values, or to prevent, terminate, or mitigate a significant violation of this Conservation Easement, Grantee may give a notice of violation to the extent reasonably practicable under the circumstances (which may be given orally in such cases or not at all depending on the circumstances) and may then pursue its remedies under this Conservation Easement without waiting for the period to cure the violation which is provided for above.

7.7 *Discretion.* The failure of Grantee to discover a violation or to take action under this Conservation Easement with respect to a violation shall not bar it from doing so at a later time, and shall not be deemed or construed to be a waiver of Grantee's rights in the event of any subsequent occurrence of that or any other violation.

7.8 *Army Enforcement.* Should Grantee fail to adequately enforce any term of this Conservation Easement or permit the Property to be used or developed in a manner inconsistent with the purposes of this Conservation Easement, as reasonably determined by the Army and after having given Grantee and Grantor notice thereof and a reasonable opportunity to cure the matter, then the Secretary of the Army, through his or her authorized representative, shall have the right to enforce this Conservation Easement using the procedures under this Section (Enforcement), together with the right of entry granted to Grantee under Section 6 (Grantee's Access), and all authorities available under state or federal law. No greater right of entry by the Army shall be exercised than specified in this Section (Enforcement). Any activities by the Army under this Section shall be subject to the availability of appropriated funds.

8. Responsibilities Not Affected. Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owners of the Property. Among other things, this shall apply to:

8.1 *Taxes.* Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

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

9. Perpetual Duration. This Conservation Easement shall run with the land in perpetuity. In order to ensure the perpetual enforceability of this Conservation Easement, Grantee is authorized to re-record this instrument or any other appropriate notice or instrument.

10. Merger. The parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

11. Subsequent Liens. 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 is subordinate to this Conservation Easement and does not violate the restrictions on subdivision of the Property.

12. Parties. Every provision of this Conservation Easement that applies to Grantor or Grantee shall also apply to their respective heirs, executors, administrators, assigns, and all other successors as their interest may appear. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in this Conservation Easement or the Property except that liability for acts or omissions prior to transfer shall survive transfer. Notwithstanding anything else to the contrary, this Conservation Easement does not create any third party rights of enforcement, except those expressly granted herein to the Army.

13. Title. The individual grantors covenant and represent as to their respectively owned tracts of the Property that they are the sole owner(s) and are seized of the Property in fee simple and have good right to grant and convey this Conservation Easement; that the Property is free and clear of any and all financial encumbrances, including 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. Hazardous Waste. The individual grantors represent and warrant as to their respectively owned tracts of the Property that, to their individual actual knowledge, no hazardous or toxic waste exists or has been generated, treated, stored, used, disposed of, or deposited in or on the Property and that there are not now any underground storage tanks located on the Property. Without limitation of any other indemnity or release set forth in this Conservation Easement, the individual grantors and their successors and assign release and shall indemnify, defend, and hold Grantee harmless from any liability related to such individual grantor's representations and warranties in this Section (Hazardous Waste) or related to the use, deposit, or release of any hazardous substance or toxic waste on their respectively owned tracts of the Property. Nothing contained in this Conservation Easement shall give rise, in the absence of a judicial decree, to any right or ability of Grantee to become the operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act by exercising physical control over the day-to-day operations of Grantor or the Property or becoming involved in management decisions of Grantor regarding the generation, handling, or disposal of hazardous substances.

15. Transfer of Conservation Easement. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable. Upon prior written notice to the Army and the Grantor, Grantee shall have the right to transfer or assign this Conservation Easement to a "qualified organization" under Section 170(h) of the U.S. Internal Revenue Code (which qualified organization must also be qualified to hold this Conservation Easement under applicable state law) that (i) is approved by the Army after prior consultation with Grantor, (ii) qualifies as an "eligible entity" as defined by 10 U.S.C. § 2684a(b), and (iii) expressly agrees to assume the responsibility imposed on Grantee by this Conservation Easement. Should Grantee, or Grantee's assignee, either dissolve or become incapable of providing for long-term monitoring and enforcement of this Conservation Easement, Grantee or Grantee's assignee shall notify the Army, and in such event, the Secretary of the Army, through his designated representative, shall have the option to direct Grantee or Grantee's assignee to transfer this Conservation Easement to the Army or a third party that qualifies as a permitted transferee under this Section (Transfer). Grantee shall ensure that any assignment or instrument transferring this Conservation Easement contains the rights set forth in this Section (Transfer). Further, if Grantee ever ceases to exist or no longer qualifies under Section 170(h) and 10 U.S.C. § 2684a(b) or applicable state law, a court with jurisdiction may transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility. In the event Grantee transfers or assigns this Conservation Easement, in whole or in part, Grantee is hereby granted the right to reserve a third-party right of enforcement if Grantee so elects at the time of the transfer.

16. Amendment. This Conservation Easement may be amended only with the written consent of Grantor, Grantee, and the Army. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall comply with Sec. 170(h) of the Internal Revenue Code and any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with Chapter 183 of the Texas Natural Resources Code and 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 or perpetual duration of this Conservation Easement.

17. Termination.

(a) *Changed Conditions.* If it is determined that conditions on or about the Property have changed so much that none of the Conservation Values remain viable or restorable, then a court with jurisdiction may, at the joint request of Grantor, Grantee, and the Army, terminate this Conservation Easement.

(b) *Condemnation.* If, as the result of changes in use due to condemnation of a part of the Property or of the entire Property by public authority, it is determined that conditions on the Property have changed so much that none of the Conservation Values remain viable or restorable, then this Conservation Easement may be terminated through such condemnation proceedings. Due to the Army's interest in this Conservation Easement, this Conservation Easement cannot be subject to a condemnation action without the Army's prior consent.

(c) *Proceeds.* At the time of the conveyance of this Conservation Easement to Grantee, this Conservation Easement gives rise to a real property right, immediately vested in Grantee. If this Conservation 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, 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 Conservation Easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Conservation Easement. Grantee shall use the proceeds consistently with the Conservation Values of this Conservation Easement.

18. 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, or unless a party no longer has an ownership interest in the Property or this Conservation Easement, in which case notices shall be sent to the address of the then-current owner.

To Grantor: The Lloyds William B. Lloyd, M.D.
245 W. 107th St. #16C
New York, New York 10025

The Kelleys: c/o, Sherry A. Goldin, Esq.
Armstrong, Gibbons, & Gnyss, LLP
155 S. Main St., Suite 301
Providence, Rhode Island 02903

And upon transfer to Pond:

Pond Foundation
Post Office Box 2656
Santa Fe, New Mexico 87504-2656

With a copy to:

Lawrence Steven Taub, Esq.
1447 Seville Rd.
Santa Fe, New Mexico 87505

O'Connor: Kathleen O'Connor
Post Office Box 957
Lincoln, New Hampshire 03251

Pond: Pond Foundation
Post Office Box 2656
Santa Fe, New Mexico 87504-2656

With a copy to:

Lawrence Steven Taub, Esq.
1447 Seville Rd.
Santa Fe, New Mexico 87505

Moonfrog: Lola Maverick Moonfrog:
Post Office Box 2656
Santa Fe, New Mexico 87504-2656

With a copy to:

Matthew McQueen, Esq
Post Office Box 1236
Santa Fe, New Mexico 87504-1236

To Grantee: The Nature Conservancy
Attn: Legal Department
Post Office Box 1440
San Antonio, Texas 78295-1440

The Army: James V. Cannizzo, Admin. & Civil Law Advisor
U.S. Army, Fort Sam Houston & Camp Bullis
Camp Stanley Storage Area (AMC), Environmental Dept.
25800 Ralph Fair Rd.
Boerne, Texas 78015-4877

19. Compliance with Law. Grantor and Grantee shall comply with all statutes, laws, ordinances, rules, regulations, codes, orders, guidelines, or other restrictions or requirements applicable to the Property. Nothing herein shall be construed to permit Grantor or Grantee to engage in any activity which is restricted or prohibited by statute, law, ordinance, rule, regulation, code, order, guideline, or other restriction or requirements applicable to the Property.

20. Interpretation. This Conservation Easement shall be interpreted under the laws of the State of Texas, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum protection to its Conservation Values. This Conservation Easement shall not be interpreted for or against any party on the basis of authorship, but rather shall be interpreted so as to give maximum protection to the Conservation Values. The captions and section headings of this Conservation Easement are not necessarily descriptive (or intended or represented to be descriptive) of all the terms thereunder, and such captions and section headings shall not be deemed to limit, define, or enlarge the terms of this Conservation Easement. The use of the words "include" and "including" shall be construed as if the phrases "without limitation" or "but not [be] limited to" were annexed thereafter.

21. Incorporation. The recitals set forth at the beginning of this Conservation Easement, and any exhibits referenced herein and attached hereto, are incorporated herein by this reference.

22. Severability. If any provision of this Conservation Easement is found to be invalid, the remaining provisions shall not be altered thereby.

23. No Joint and Several Relationship between Grantors. The individual grantors are acting only in the capacity of owners of those portions of the Property that they actually own. The individual grantors shall not be jointly and severally liable or responsible for any provision, violation, default, indemnity, or obligation of this Conservation Easement, but are responsible individually for the provisions of this Conservation Easement as it applies to their individual ownership interests. Any statement, representation, warranty, or covenant contained in this Conservation Easement shall only apply between an individual grantor and that individual grantor's specific ownership interest in the Property. In the event that fee ownership of the Property becomes unified, this Section (No Joint and Several Relationship between Grantors) shall be of no further force or effect.

24. Acceptance and Effective Date. As attested by the signature of its authorized representative, 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 Bexar County Real Property Records.

[Remainder of page intentionally left blank.]

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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 executed this Conservation Easement as of the date first written above. This Conservation Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument

"Grantor" as to the Lloyd Tract and the Hill House Tract

William Bross Lloyd
William Bross Lloyd

STATE OF New York
COUNTY OF New York

This instrument was acknowledged before me on October 12th, 2010, by William Bross Lloyd.

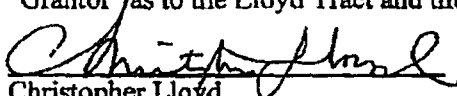
Mark Sl Lunde
Notary Public

MARK SL LUNDE
Notary Public, State of New York
No. 0146127951
Qualified in Westchester County
Qualified in New York County
Commission Expires Jan 11, 2013

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

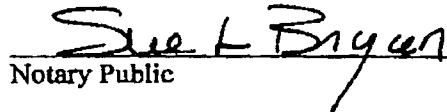
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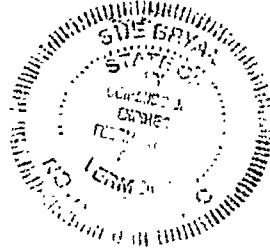
"Grantor" as to the Lloyd Tract and the Hill House Tract


Christopher Lloyd

STATE OF Vermont §
 §
COUNTY OF Dundee §

This instrument was acknowledged before me on October 12, 2010, by Christopher Lloyd.


Notary Public



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 executed this Conservation Easement as of the date first written above. This Conservation Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

"Grantor" as to the Lloyd Tract and the Hill House Tract

Roberta Norris Lloyd
Roberta Norris Lloyd

STATE OF Vermont §
COUNTY OF Chittenden §

This instrument was acknowledged before me on October 13, 2010, by Roberta Norris Lloyd

Deeann Kraft
Notary Public
State of Vermont

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

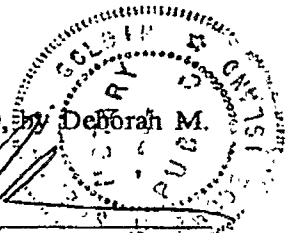
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"Grantor" as to the Kelley Tract

Deborah M. Kelley
Deborah M. Kelley

STATE OF Rhode Island §
COUNTY OF Providence §


This instrument was acknowledged before me on October 8th, 2010, by Deborah M. Kelley.


Sherry A. Goldin
Notary Public # 6688
My commission expires 4/8/13

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

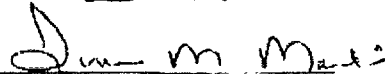
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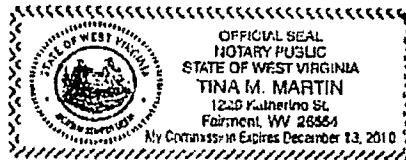
"Grantor" as to the Kelley Tract


Susan M. Kelley

STATE OF West Virginia
COUNTY OF Martin

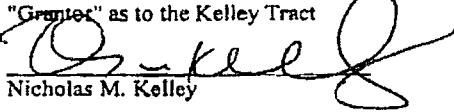
This instrument was acknowledged before me on October 8, 2010, by Susan M Kelley


Notary Public



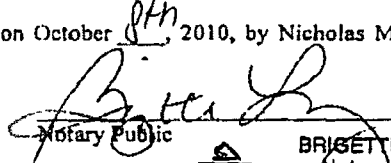

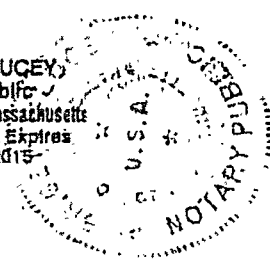
TO HAVE AND TO HOLD, this Grant of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have executed this Conservation Easement as of the date first written above. This Conservation Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

"Grantor" as to the Kelley Tract

Nicholas M. Kelley

STATE OF Massachusetts §
COUNTY OF Suffolk §

This instrument was acknowledged before me on October ^{8th}, 2010, by Nicholas M. Kelley.


Notary Public

BRIGETTE LUCEY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 19, 2015


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 executed this Conservation Easement as of the date first written above. This Conservation Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

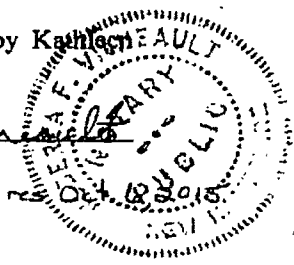
"Grantor" as to the Pond-O'Connor Tract

Kathleen W. Jenner
Kathleen O'Connor

STATE OF New Hampshire §
COUNTY OF Grafton §

This instrument was acknowledged before me on October 14, 2010, by Kathleen O'Connor.

Roberta F. Vignone
Notary Public
My commission expires Oct. 2, 2018



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 executed this Conservation Easement as of the date first written above. This Conservation Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

"Grantor" as to the Pond-O'Connor Tract

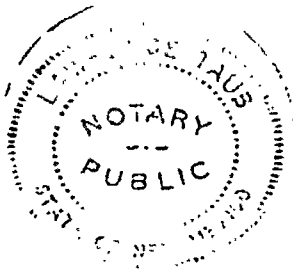
Pond Foundation,
a New Mexico nonprofit corporation

By: Lola Maverick Moonfrog
Lola Maverick Moonfrog, President

STATE OF New Mexico §
 §
COUNTY OF Santa Fe §

This instrument was acknowledged before me on October 9th, 2010, by Lola Maverick Moonfrog in her capacity as President of the Pond Foundation.

[Signature]
Notary Public
My Commission Expires: 07Oct12



IN WITNESS WHEREOF, Grantor and Grantee intending to legally bind themselves, have executed this Conservation Easement as of the date first written above. This Conservation Easement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

"Grantee"

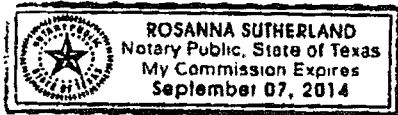
The Nature Conservancy

By: *[Signature]*
Name: Laura Huffman
Title: Tx State Director

STATE OF Texas §
COUNTY OF Travis §

This instrument was acknowledged before me on October 12 2010, by Laura Huffman, State Dir of The Nature Conservancy in said capacity on behalf of said entity.

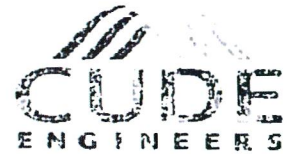
[Signature]
Notary Public



AFTER RECORDING, RETURN TO:

The Nature Conservancy
Attn: Legal Department
200 E. Grayson St., Suite 202
San Antonio, Texas 78215

Exhibit A
to
Grant of Conservation Easement
LLOYD TRACT PROPERTY DESCRIPTION
[See attached]



Property Description
of

122.65 acres of land out of the C. Marshall Survey No. 413, Abstract No. 519, County Block 4679, the F. Rodriguez Survey No. 414, Abstract No. 628, County Block 4678, the Simon Montalvo Survey No. 417, Abstract No. 483, County Block 4661 and the Wm. Hausman Survey No. 366, Abstract No. 330, County Block 4677, Bexar County, Texas and also being the Real Property designated as 0.489 of an acre of land, 0.092 of an acre of land and 122.13 acres of land all described by Deed recorded in Volume 7951, Pages 304-310, Official Public Records of Bexar County, Texas; said 122.65 acres being more particularly described as follows:

Beginning: At a set ½" iron pin with red cap stamped "M.W. Cude" on the curved Northerly Right of Way line of Toutant Beauregard Road being the Southeast corner of a 175.87 acre tract of land described by Deed recorded in Volume 1028, Pages 337-348, Official Public Records of Bexar County, Texas, the Southwest corner of said 122.13 acre tract and the Southwest corner of the herein described tract;

Thence: Along the Easterly boundary of said 175.87 acre tract and the Westerly boundary of said 122.13 acre tract, the following:

N30°13'38"E, 2233.25 feet leaving the curved Northerly Right of Way line of Toutant Beauregard Road to a found ½" iron pin;

N05°35'04"W, 3028.84 feet to a found ½" iron pin, said iron pin being the Northeast corner of said 175.87 acre tract, the Northwest corner of said 122.13 acre tract and the Northwest corner of the herein described tract;

Thence: N84°43'51"E, 135.63 feet to a found ½" iron pin 2.1 feet North of a fence line, the Southeast corner of Lot 8 and the Southwest corner of Lot 7 Planned Unit Development Bridlewood PUD recorded in Volume 9549, Pages 213-214 of the Deed and Plat Records of Bexar County, Texas;

Thence: Along the South boundary of said Bridlewood PUD and the North boundary of the herein described tract, the following:

N84°12'13"E, 461.82 feet to a set ½" iron pin with red cap stamped "M.W. Cude" 1.0 feet South of a fence line;

N78°52'00"E, 198.48 feet to a set cotton spindle 0.4 of a foot South of a fence line;

N83°32'09"E, 269.17 feet to a found ½" iron pin being the Northwest corner of a 26.148 acre tract of land described by Deed recorded in Volume 11156, Page 244, Official Public Records of Bexar County, Texas, the Northeast corner of said 122.13 acre tract and the Northeast corner of the herein described tract;

Thence: Along the East boundary of the herein described tract, the West boundary of the said 26.148 acre tract and the general course of a fence line, the following:

S00°10'46"W, 134.90 feet to a found ½" iron pin;

S03°03'46"W, 232.64 feet to a found ½" iron pin;

S00°04'14"E, 744.69 feet to a found ½" iron pin being the Southwest corner of said 26.148 acre tract;

Thence: Continuing along the East boundary of the herein described tract and the general course of a fence line, the following:

S00°23'15"E, 701.51 feet to a set ½" iron pin with red cap stamped "M.W. Cude";

S00°28'50"E, 543.97 feet to a found ½" iron pin by a fence post corner being the Northwest corner of a 287.81 acre tract of land designated as Tract V described by Deed recorded in Volume 1028, Pages 337-348, Official Public Records of Bexar County, Texas;

Thence: S01°53'11"W, 2740.52 feet to a set ½" iron pin on the North boundary of a 31.776 acre tract of land described by Deed recorded in Volume 8232, Pages 205-208, Official Public Records of Bexar County, Texas being the Southwest corner of a 273.57 acre tract of land designated as Tract III described by Deed recorded in Volume 1028, Pages 337-348 and designated as Tract I recorded in Volume 9351, Pages 2124-2133, both of the Official Public Records of Bexar County, Texas, said iron pin being the Southeast corner of said 122.13 acre tract and the Southeast corner of the herein described tract;

Thence: Along the South boundary of the herein described tract, the following:

S88°32'43"W, 132.66 feet to a set ½" iron pin with red cap stamped "M.W. Cude";

N88°24'51"W, 436.49 feet to a set ½" iron pin with red cap stamped "M.W. Cude";

N89°06'24"W, 575.20 feet to a found ½" iron pin being the Northwest corner of said 31.776 acre tract;

Thence: S17°05'13"W, 348.00 feet along the East boundary of said 122.13 acre tract to a found ½" iron pin being the East corner of said 0.489 of an acre tract;

Thence: S69°17'31"W, 118.73 feet along the Southeast boundary of said 0.489 of an acre tract, passing the East corner of said 0.092 of an acre tract to a found ½" iron pin on the curved Northeasterly Right of Way line of Toutant Beauregard Road being the South corner of the herein described tract;

Thence: Along the curved Northeasterly Right of Way line of Toutant Beauregard Road and the Southwest boundary of the herein described tract, the following:

543.96 feet with the arc of a curve concave to the Southwest, having a radius of 612.84 feet, a central angle of 50°51'20" and a chord bearing and distance of N46°12'57"W, 526.27 feet to a found ½" iron pin being a point of compound curvature;



58.74 feet with the arc of a curve concave to the Southwest, having a radius of 1512.36 feet, a central angle of $02^{\circ}13'31''$ and a chord bearing and distance of $N72^{\circ}48'34''W$, 58.73 feet to the POINT OF BEGINNING, containing 122.65 acres of land.

Note: Bearings used in this description are referenced to State Plane Coordinate System, South Central Zone NAD 83-93.

Reference is made to survey plat dated October 6, 2010 accompanying these field notes.

Job No. 02673.000
October 6, 2010
JGR

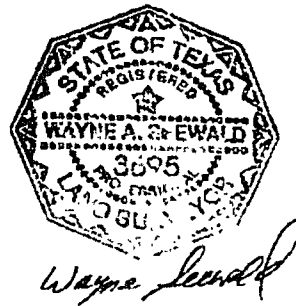


Exhibit B
to
Grant of Conservation Easement
KELLEY TRACT PROPERTY DESCRIPTION
[See attached]



Property Description
of

175.71 acres of land out of the C. Marshall Survey No. 413, Abstract No. 519, County Block 4679, the F. Rodriguez Survey No. 414, Abstract No. 628, County Block 4678, and the Simon Montalvo Survey No. 417, Abstract No. 483, County Block 4661, Bexar County, Texas and also being the Real Property designated as Tract I, 175.87 acres of land described by Deed recorded in Volume 1028, Pages 337-348, Official Public Records of Bexar County, Texas; said 175.71 acres of land being more particularly described as follows:

Beginning: At a found ½" iron pin by a fence post corner on the existing North Right of Way line of Toutant Beauregard Road being the Southwest corner of said Tract I, 175.87 acres and the Southwest corner of the herein described tract;

Thence: N00°05'22"E, along the West boundary of the herein described tract, at 3.00 feet a found 1/2" iron pin being the Southeast corner of Lot 3, Douglas Whiting Subdivision recorded in Volume 9543, Page 23 of the Deed and Plat Records of Bexar County, Texas, and continuing with the East boundary of said Douglas Whiting Subdivision and the general course of a fence line, a total distance of 507.61 feet to a found ½" iron pin;

Thence: Continuing along the West boundary of the herein described tract, the East boundary of said Douglas Whiting Subdivision, and the general course of a fence line, the following:

N00°14'40"E, 119.75 feet to a found ½" iron pin;

N00°36'34"E, 119.59 feet to a found ½" iron pin;

N00°28'36"W, 67.16 feet to a found ½" iron pin;

N00°07'21"W, 284.92 feet to a found ½" iron pin;

N00°04'39"E, 189.15 feet to a found ½" iron pin being the Northeast corner of Lot 2 and the Southeast corner of Lot 1, Douglas Whiting Subdivision;

N00°19'22"W, 183.83 feet to a found 5/8" iron pin;

N00°06'36"W, 290.33 feet to a found ½" iron pin being the Northeast corner of Lot 1, Douglas Whiting Subdivision and the Southeast corner of a 33.910 acre tract of land as described by Deed recorded in Volume 10168, Pages 1620-1623, Official Public Records;

Thence: Along the West boundary of the herein described tract and the general course of a fence line, the following:

N00°02'53"E, 565.04 feet to a found ½" iron pin;

N45°03'31"W, 173.00 feet to a set ½" iron pin with red cap stamped "M.W. Cude";

N12°23'10"W, 309.26 feet to a set ½" iron pin with red cap stamped "M.W. Cude" on the East boundary of a 5.000 acre tract of land described by Deed recorded in Volume 6422, Pages 123-127, Official Public Records of Bexar County, Texas;

Thence: N02°53'16"W, 198.87 feet continuing along the West boundary of the herein described tract and the East boundary of said 5.000 acre tract and the general course of a fence line to a found ½" iron pin by a fence post corner being the Northeast corner of said 5.000 acre tract and the most Southerly Southeast corner of a 76.59 acre tract of land described by Deed recorded in Volume 12017, Page 1401, Official Public Records of Bexar County, Texas;

Thence: Continuing along the West boundary of the herein described tract and the general course of a fence line, the following:

N02°29'18"W, 405.70 feet to a set ½" iron pin with red cap stamped "M.W. Cude";

N00°02'30"W, 1148.15 feet to a set ½" iron pin with red cap stamped "M.W. Cude";

N04°21'15"W, 222.10 feet to a found ½" iron pin by an old cedar fence post corner being the occupational Northwest corner of the C. Marshall Survey No. 413 and the Northwest corner of the herein described tract, said iron pin also being the Southwest corner of a 11.60 acre tract of land described by Deed recorded in Volume 12017, Page 1387, Official Public Records of Bexar County, Texas;

Thence: N85°00'15"E along the North boundary of the herein described tract, the South boundary of said 11.60 acre tract and the general course of a fence line, 806.93 feet to a set ½" iron pin with red cap stamped "M.W. Cude" being the Southeast corner of said 11.60 acre tract and the Southwest corner of Lot 9, Planned Unit Development Bridlewood PUD recorded in Volume 9549, Pages 213-214, Deed and Plat Records of Bexar County, Texas;

Thence: Along the North boundary of the herein described tract, the following:

N85°50'51"E, 122.80 feet to a set ½" iron pin with red cap stamped "M.W. Cude";

N84°25'21"E, 487.75 feet to a found 5/8" iron pin;

N84°23'05"E, 317.55 feet to a found ½" Iron pin 0.5 of a foot North of a fence line being the Northeast corner of the herein described tract and the Northwest corner of a 122.13 acre tract described by Deed recorded in Volume 7951, Pages 304-310, Official Public Records of Bexar County, Texas;

Thence: Along the Easterly boundary of the herein described tract and Westerly boundary of said 122.13 acre tract, the following:

S05°35'04"E, 3028.84 feet to a found ½" iron pin;



S30°13'38"W, 2233.25 feet to a set ½" iron pin with red cap stamped "M.W. Cude" on the curved North Right of Way line of Toutant Beauregard Road being the Southeast corner of the herein described tract and the Southwest corner of said 122.13 acre tract;

Thence: Along the North Right of Way line of Toutant Beauregard Road and the South boundary of the herein described tract, the following:

414.02 feet along the arc of a curve concave to the South, having a radius of 1512.36 feet, a central angle of 15°41'06" and a chord bearing and distance of N81°45'52"W, 412.72 feet to a set ½" iron pin with red cap stamped "M.W. Cude" being a point of non-tangency;

N89°31'42"W, 244.04 feet to a found ½" iron pin being a point of curvature;

12.20 feet along the arc of a curve concave to the North, having a radius of 401.59 feet, a central angle of 01°44'27" and a chord bearing and distance of N89°19'21"W, 12.20 feet to the POINT OF BEGINNING, containing 175.71 acres of land.

Note: Bearings used in this description are referenced to Texas State Plane Coordinate System, South Central Zone NAD 83-93.

Reference is made to survey plat dated October 4, 2010 accompanying these field notes.

Job No. 02673.000
October 4, 2010
JGR

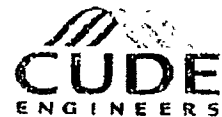
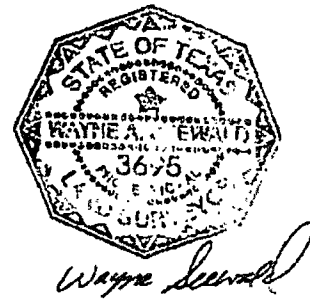
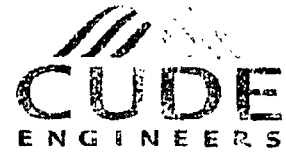


Exhibit C
to
Grant of Conservation Easement
POND-O'CONNOR TRACT PROPERTY DESCRIPTION
[See attached]



Property Description
of

280.30 acres of land out of the F. Rodriguez Survey No. 414, Abstract No. 628, County Block 4678, the F. Mackay Survey No. 396, Abstract No. 515, County Block 4682, the C. Garcia Survey No. 288 ½, Abstract No. 292, County Block 4684, the M. Cassillas Survey No. 288, Abstract No. 165, County Block 4676, the H. Voght Survey No. 327, Abstract No. 785, County Block 4685, the WM. Hausman Survey No. 366, Abstract No. 330, County Block 4677, and the M.G. de Alaniz Survey No. 34, Abstract No. 23, County Block 4706 in Bexar County, Texas and also being the real property designated as Tract III, 273.57 acres of land described by deed recorded in Volume 1028, Pages 337-348 and the real property designated as Tract 1, 273.57 acres of land and Tract 2, 6.82 acres of land described by deed recorded in Volume 9351, Pages 2124-2133, Official Public Records of Bexar County, Texas; said 280.30 acres of land being more particularly described as follows:

- Beginning:** At a found ½" iron pin on the West Right of Way line of Boerne Stage Road for the Northeast corner of the said 6.82 acre tract, the Southeast corner of Lot 1, Block 2, Negru Boerne Stage Road Subdivision recorded in Volume 9602, Page 56, Official Public Records of Bexar County, Texas and the most Easterly Northeast corner of the herein described tract,
- Thence:** Along the West Right of Way line of Boerne Stage Road, the following:
- S17°57'50"E, 122.20 feet to a set ½" iron pin with a red cap stamped "M.W. Cude" by a fence post;
 - S21°22'14"E, 207.93 feet to a set ½" iron pin with a red cap stamped "M.W. Cude" by a fence post;
 - S24°46'08"E, 86.80 feet to a found ½" iron pin by a fence post corner for the Southeast corner of the said 6.82 acre tract and the most Easterly corner of the herein described tract;
- Thence:** Leaving the West Right of Way line of Boerne Stage Road, S57°04'27"W, 680.68 feet to a set ½" iron pin with a red cap stamped "M.W. Cude" on the East bank of a creek for the Southwest corner of the said 6.82 acre tract, said iron pin being on the East boundary of the said 273.57 acre tract;

Thence: S00°37'28"E, at 31 feet crossing the center of said creek, a total distance of 781.76 feet to a found ½" iron pin in a 4 inch square concrete monument, the Northeast corner of Lot 19, Block 6, Serene Hills Subdivision Unit 3 recorded in Volume 6400, Pages 71-73, Deed and Plat Records of Bexar County, Texas, said iron pin being the Southeast corner of the herein described tract, and the Southeast corner of the H. Voght Survey No. 327;

Thence: Along the North Boundary of Lots 19-28, Block 6, Serene Hills Subdivision Unit 3, the following:

N89°47'21"W, 920.25 feet to a found ½" iron pin on the North boundary of Lot 21, Block 6 being 1.8 feet South of a fence line;

S89°36'58"W, 394.25 feet to a found ½" iron pin on the North boundary of Lot 24, Block 6 being 0.2 of a foot North of a fence line;

S86°32'36"W, 313.64 feet to a found ½" iron pin on the North boundary of Lot 26, Block 6 being 0.6 of a foot North of a fence line;

S89°14'00" W, 221.64 feet to a found ½" iron pin (bent) on the North boundary of Lot 27, Block 6 being 2.0 feet South of a fence line;

N89°35'19"W, 219.52 feet to a set ½" iron pin with a red cap stamped "M.W. Cude" by a creosote fence post corner on the North boundary of Lot 28, Block 6 being an "L" corner of the herein described tract and the occupational Southwest corner of the H. Voght Survey No. 327;

Thence: Leaving the North boundary of Serene Hills Subdivision Unit 3, Block 6, N01°14'08"W, 710.73 feet along the general course of a fence line to a set Mag Nail by a fence post corner being an "L" corner on the South boundary of the herein described tract;

Thence: Along the South boundary of the herein described tract and the general course of an old fence line, the following:

S89°47'56"W, 1105.96 feet to a set ½" iron pin with a red cap stamped "M.W. Cude";

N89°46'42"W, 249.46 feet to a set ½" iron pin with a red cap stamped "M.W. Cude";

S89°29'36"W, 184.87 feet to a set ½" iron pin with a red cap stamped "M.W. Cude";

S85°56'00"W, 488.29 feet to a found ½" iron pin by a pipe fence post corner for the Southwest corner of the said 273.57 acre tract and the Southwest corner of the herein described tract;



Thence: Along the West boundary of the herein described tract and the general course of a fence line, the following:

N00°51'06"W, 618.22 feet to a set ½" iron pin with a red cap stamped "M.W. Cude" on the East side of a 22" Live Oak tree;

N10°54'35"W, 136.53 feet to a set Mag Nail by a pipe fence post corner;

N73°03'20"W, 637.60 feet to a set ½" iron pin with a red cap stamped "M.W. Cude";

N48°15'00"W, 29.15 feet to a set ½" iron pin with a red cap stamped "M.W. Cude";

N28°58'15"W, 418.93 feet to a set cotton spindle;

N00°18'03"W, 1377.48 feet to a found ¾" iron pin with an aluminum cap stamped "Mark Kemper RPLS 4265" by a fence post corner;

N00°39'00"E, 374.76 feet to a found ½" iron pin by a pipe fence post corner;

N01°56'57"E, 176.39 feet to a set ½" iron pin with a red cap stamped "M.W. Cude";

N06°44'26"W, 240.59 feet to a set Mag Nail by a pipe fence post corner being the Northeast corner of a 31.776 acre tract recorded in a Volume 8232, Pages 205-208, Official Public Records of Bexar County, Texas and an "L" corner of the herein described tract;

Thence: Along the North boundary of the said 31.776 acre tract, the South boundary of the herein described tract, and the general course of a fence line, the following:

N89°34'27"W, 282.16 feet to a set ⅝" iron pin with a red cap stamped "M.W. Cude";

S81°41'17"W, 279.57 feet to a set ½" iron pin with a red cap stamped "M. W. Cude";

S78°16'13"W, 98.47 feet to a set ½" iron pin with a red cap stamped "M.W. Cude";

S83°33'53"W, 144.67 feet to a set Mag Nail;

N77°50'25"W, 204.73 feet to a set ½" iron pin with a red cap stamped "M.W. Cude";

N74°49'07"W, 430.82 feet to a set ½" iron pin with a red cap stamped "M.W. Cude";

S88°33'58"W, 456.46 feet to a set ½" iron pin with a red cap stamped "M.W. Cude" in a fence line for an "L" corner and the most Westerly corner of the herein described tract;



- Thence: Along the West boundary of the said 273.57 acre tract and the East boundary of a 122.13 acre tract recorded in Volume 7951, Pages 304-310, Official Public Records of Bexar County, Texas, N01°53'11"E, 1933.67 feet to a found ½" iron pin, the Northwest corner of the 273.57 acre tract, the Northwest corner of the herein described tract and the most Westerly Southwest corner of a 287.81 acre tract (designated as Tract V) recorded in Volume 1028, Pages 337-348, Official Public Records of Bexar County, Texas;
- Thence: Along the North boundary of the 273.57 acre tract and the South boundary of the said 287.81 acre tract, S88°08'02" E, 558.00 feet to a set cotton spindle by a fence post corner the most Northerly Northeast corner of the 273.57 acre tract and the Northwest corner of a 31.75 acre tract (31.76 acres surveyed) recorded in Volume 9351, Pages 2134-2138, Official Public Records of Bexar County, Texas;
- Thence: Along the East boundary of the 273.57 acre tract and the general course of a fence line, S29°17'03"W, 556.00 feet to a found ½" iron pin by a fence post corner, the Southwest corner of the said 31.75 acre tract;
- Thence: Along the Northerly boundary of the 273.57 acre tract and the general course of a fence line, the following:
- S61°10'56"E, 752.03 feet to a found ½" iron pin by a fence post corner;
- S81°02'20"E, 432.82 feet to a set cotton spindle by a fence post corner;
- S89°20'33"E, 296.94 feet to a set ½" iron pin with a red cap stamped "M.W. Cude" being the Southeast corner of the said 31.75 acre tract and a corner on the West boundary of the said 287.81 acre tract;
- Thence: Along the Northeasterly and Northerly boundary of the said 273.57 acre tract and the Southwesterly and Southerly boundary of the said 287.81 acre tract, the following:
- S10°36'32"E, 990.80 feet to a found ½" iron pin by a cedar post in an old wire fence;
- S44°32'00" E, 2480.75 feet to a found ½" iron pin;
- S67°52'43"E, at 1933.8 feet crossing the center of a creek, a total distance of 1941.76 feet to a found ½" iron pin on the East bank of said creek;
- N89°27'24"E, 1345.24 feet to a found ½" iron pin;



- Thence: N00°34'22"W, at 625.0 feet crossing a fence line, a total distance of 627.20 feet to a found ½" iron pin on the Southwest Right of Way line of Boerne Stage Road being the most Easterly Northeast corner of the said 287.81 acre tract and a corner of the 273.57 acre tract;
- Thence: Along the Southwest Right of Way line of Boerne Stage Road, 556°58'40"E, 71.90 feet to a found ½" iron pin being the North corner of Lot 3, Block 2, Negru Boerne Stage Road Subdivision and a corner of the said 273.57 acre tract;
- Thence: Along the West boundary of said Block 2, Negru Boerne Stage Road Subdivision, S00°35'24"E (reference line), 809.23 feet to a found ½" iron pin by a fence post corner being the Southwest corner of Lot 1, Block 2, Negru Boerne Stage Road Subdivision and the Northwest corner of the aforesaid 6.82 acre tract;
- Thence: Along the South boundary of said Lot 1, the North boundary of the 6.82 acre tract and the general course of a fence line, N88°16'16"E, 429.29 feet to the POINT OF BEGINNING, containing 280.30 acres of land.
- Note: Bearings used in this description are referenced to the State Plane Coordinate System, South Central Zone NAD 83-93.

Reference is made to survey plat dated September 21, 2010 accompanying these field notes.

Job No. 02673.000
September 21, 2010
WS/bh



Wayne Erard



Exhibit D
to
Grant of Conservation Easement
HILL HOUSE PROPERTY DESCRIPTION
[See attached]



Property Description
of

31.76 acres of land out of the F. Rodriguez Survey No. 414, Abstract No. 628, County Block 4678 and the F. Mackay Survey No. 396, Abstract No. 515, County Block 4682, Bexar County, Texas and also being the Real Property designated as 31.75 acres of land described by Deed recorded in Volume 9351, Pages 2134-2138 and Volume 7951, Pages 304-310, both of the Official Public Records of Bexar County, Texas; said 31.76 acres being more particularly described as follows:

Commencing: At a found $\frac{1}{2}$ " iron pin being the Northwest corner of a 273.57 acre tract of land designated as Tract III and the most Westerly Southwest corner of a 287.81 acre tract designated as Tract V, both described by Deed recorded in Volume 1028, Pages 337-348 of the Official Public Records of Bexar County, Texas;

Thence: S88°08'02"E, 558.00 feet along the North boundary of said 273.57 acre tract and the South boundary of said 287.81 acre tract to a set cotton spindle by a fence post corner being the **POINT OF BEGINNING** and the Northwest corner of the herein described tract;

Thence: N75°12'34"E, 1170.60 feet (reference line) continuing along the South boundary of said 287.81 acre tract and the general course of a fence line to a set mag nail by a fence post corner being the Northeast corner of the herein described tract, said mag nail being S59°04'56"W, 1131.98 feet from a found $\frac{1}{2}$ " iron pin for the Northeast corner of said 287.81 acre tract;

Thence: Along the Westerly boundary of said 287.81 acre tract and the Easterly boundary of the herein described tract, the following:

S29°38'08"E, 369.10 feet along the general course of a fence line to a set cotton spindle by a fence post corner;

S01°46'08"E, at 308.0 feet a fence post corner, a total distance of 323.04 feet to a set $\frac{1}{2}$ " iron pin with red cap stamped "M. W. Cude" being 1.5 feet West of a fence line;

S09°54'44"E, 200.41 feet a found $\frac{1}{2}$ " iron pin by a fence post corner;

S28°50'00"W, at 214.1 feet a fence post corner, a total distance of 217.10 feet to a set $\frac{1}{2}$ " iron pin with red cap stamped "M. W. Cude";

S37°31'48"W, 234.28 feet to a set $\frac{1}{2}$ " iron pin with red cap stamped "M. W. Cude" by a fence post corner being a corner on the North boundary of said 273.57 acre tract and the Southeast corner of the herein described tract;

Thence: Along the general course of a fence line, the Northerly boundary of said 273.57 acre tract and the Southerly boundary of the herein described tract, the following:

N89°20'33"W, 296.94 feet to a set cotton spindle by a fence post corner;

N81°02'20"W, 432.82 feet to a found ½ "Iron pin by a fence post corner;

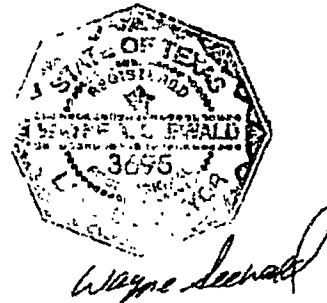
N61°10'56"W, 752.03 feet to a found ½ "iron pin by a fence post corner being the Southwest corner of the herein described tract;

Thence: N29°17'03"E, 556.00 feet along the general course of a fence line, the Easterly boundary of said 273.57 acre tract and the Northwesterly boundary of the herein described tract to the POINT OF BEGINNING, containing 31.76 acres of land.

Note: Bearings used in this description are referenced to State Plane Coordinate System, South Central Zone NAD 83-93.

Reference is made to survey plat dated September 14, 2010 accompanying these field notes.

Job No. 02673.000
September 14, 2010
Revision: September 27, 2010
JGR



Doc# 20100187304
Pages 49
10/18/2010 11:05:21 AM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

Fees 204.00

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.
10/18/2010 11:05:21 AM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard Rickhoff

From: [Haecker, Yvonne](#)
To: [RODRIGUEZ, ROBERT T CIV USAF AETC 502 CEG/CERR](#)
Cc: [GAZTAMBIDE, FRANKLYN GS-09 USAF AETC 502 CEG/CERR](#); [DAVILA, VICKY L CIV USAF AETC 502 CEG/CERR](#); [Perez, LeeRoy](#); [Williams, Garrick T.](#); [Bissell, Jacob S.](#); [Bedell, Brook W.](#); [Otto, Daniel T.](#); [Rasmussen, Kirk](#); [Bennett, Craig](#); [Giles, Kipling D.](#)
Subject: Re: [InternetMail]RE: **Legal Counsel Status Request** Scenic Loop Substation and Transmission Line Project
Date: Thursday, February 6, 2020 10:20:18 AM

Thank you, appreciate you helping us with this time sensitive review.

Yvonne Haecker

Military Strategic Relations Manager | Military Strategic Cooperation & Support
CPS Energy | [145 Navarro San Antonio, Texas 78205](#) | MD: 111007
Office: [210.353.3115](#) | Mobile: [210.667.8491](#)
[cpsenergy.com](#)

On Feb 6, 2020, at 10:16 AM, RODRIGUEZ, ROBERT T CIV USAF AETC 502 CEG/CERR <robert.rodriguez.4@us.af.mil> wrote:

Good morning Yvonne,

Thank you for following up on this matter, there are no new updates to report at this time. Still with our Legal Team, will keep you posted.

v/r,

//SIGNED//

Robert T. Rodriguez
Realty Specialist, 502 CEG/CERR
1555 Gott Street, Building 5595
JBSA-Lackland, Tx 78236
210-671-4372
robert.rodriguez.4@us.af.mil

From: Haecker, Yvonne <YHaecker@CPSEnergy.com>
Sent: Wednesday, February 5, 2020 1:04 PM
To: RODRIGUEZ, ROBERT T CIV USAF AETC 502 CEG/CERR
<robert.rodriguez.4@us.af.mil>
Cc: [GAZTAMBIDE, FRANKLYN GS-09 USAF AETC 502 CEG/CERR](#)
<franklyn.gaztambide@us.af.mil>; [DAVILA, VICKY L CIV USAF AETC 502 CEG/CERR](#)
<vicky.davila@us.af.mil>; [Perez, LeeRoy](#) <LPerez@CPSEnergy.com>; [Williams, Garrick T.](#)
<GTWilliams@cpsenergy.com>; [Bissell, Jacob S.](#) <JSBissell@CPSEnergy.com>; [Bedell,](#)
[Brook W.](#) <bwbedell@cpsenergy.com>; [Otto, Daniel T.](#) <DTotto@cpsenergy.com>;
[Rasmussen, Kirk](#) <krasmussen@jw.com>; [Bennett, Craig](#) <cbennett@jw.com>; [Giles,](#)

Kipling D. <KDGiles@CPSEnergy.com>

Subject: [Non-DoD Source] RE: ****Legal Counsel Status Request**** Scenic Loop Substation and Transmission Line Project

Robert,

Hope all is well.

Just checking in to see if there had been any new developments from the meeting held yesterday with your legal team?

-

Look forward to hearing back from you.

Yvonne Haecker

Military Strategic Relations Manager | Military Strategic Cooperation & Support
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From: Giles, Kipling D. <KDGiles@CPSEnergy.com>

Sent: Friday, January 31, 2020 4:03 PM

To: RODRIGUEZ, ROBERT T CIV USAF AETC 502 CEG/CERR
<robert.rodriguez.4@us.af.mil>

Cc: GAZTAMBIDE, FRANKLYN GS-09 USAF AETC 502 CEG/CERR
<franklyn.gaztambide@us.af.mil>; DAVILA, VICKY L CIV USAF AETC 502 CEG/CERR
<vicky.davila@us.af.mil>, Perez, LeeRoy <LPerez@CPSEnergy.com>; Williams, Garrick T.
<GTWilliams@cpsenergy.com>; Bissell, Jacob S <JSBissell@CPSEnergy.com>; Bedell,
Brook W. <bwbbedell@cpsenergy.com>; Otto, Daniel T. <DTOtto@cpsenergy.com>;
Haecker, Yvonne <YHaecker@CPSEnergy.com>; Rasmussen, Kirk
<krasmussen@jw.com>; Bennett, Craig <cbennett@jw.com>

Subject: RE: ****Legal Counsel Status Request**** Scenic Loop Substation and Transmission Line Project

Mr. Rodriquez,

Thank you for taking my call this afternoon. I understand you have a meeting with your legal counsel this coming Tuesday and you will remind them of our need for an answer on the rights the Army has in the conservation easement we have been discussing with you.

As you are aware we need an answer as soon as practically possible due to its impact on our project. I appreciate your assistance in escalating this up to those that can provide us some clarity.

Best regards,

KG

Kipling D. Giles

Director, Managing Sr. Counsel | General Counsel
CPS Energy | 145 Navarro San Antonio, Texas 78205 | MD: 110906
Office: 210-353-3169 | Mobile: 210-452-9301
kdgiles@cpsenergy.com

From: Haecker, Yvonne <YHaecker@CPSEnergy.com>

Sent: Friday, January 31, 2020 2:00 PM

To: RODRIGUEZ, ROBERT T CIV USAF AETC 502 CEG/CERR
<robert.rodriguez.4@us.af.mil>

Cc: GAZTAMBIDE, FRANKLYN GS-09 USAF AETC 502 CEG/CERR
<franklyn.gaztambide@us.af.mil>; DAVILA, VICKY L CIV USAF AETC 502 CEG/CERR
<vicky_davila@us.af.mil>; Perez, LeeRoy <LPerez@CPSEnergy.com>; Williams, Garrick T.
<GTWilliams@cpsenergy.com>; Bissell, Jacob S. <JBissell@CPSEnergy.com>; Bedell,
Brook W. <bwbedell@cpsenergy.com>; Otto, Daniel T. <DTOtto@cpsenergy.com>,
Giles, Kipling D. <KDGiles@CPSEnergy.com>

Subject: RE: **Legal Counsel Status Request** Scenic Loop Substation and
Transmission Line Project

Robert,

CPS Energy is quickly approaching a critical decision point in this Scenic Loop Substation and Transmission Line Project.

As a courtesy, I wanted to let you know that our Legal Counsel will be reaching out to you regarding next steps.

Again, thank you for your continued support of this project review.

POC:

Robert T Rodriguez
Realty Specialist, 502 CEG/CERR
1555 Gott Street, Building 5595
JBSA-Lackland, Tx 78236
210-671-4372
robert.rodriguez.4@us.af.mil

Yvonne Haecker

Military Strategic Relations Manager | Military Strategic Cooperation & Support
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Office: 210.353.3115 | Mobile: 210.667.8491

cpsenergy.com

From: Haecker, Yvonne

Sent: Wednesday, January 29, 2020 7:47 AM

To: RODRIGUEZ, ROBERT T CIV USAF AETC 502 CEG/CERR
<robert.rodriguez.4@us.af.mil>; Otto, Daniel T. <DTOtto@cpsenergy.com>

Cc: GAZTAMBIDE, FRANKLYN GS-09 USAF AETC 502 CEG/CERR
<franklyn.gaztambide@us.af.mil>; DAVILA, VICKY L CIV USAF AETC 502 CEG/CERR
<vicky.davila@us.af.mil>; Perez, LeeRoy <LPerez@CPSEnergy.com>; Williams, Garrick T.
<GTWilliams@cpsenergy.com>; Bissell, Jacob S <JBissell@CPSEnergy.com>; Bedell,
Brook W. <bwbedell@cpsenergy.com>

Subject: RE: ****Meeting Requested**** Scenic Loop Substation and Transmission Line Project

We welcome the opportunity to sit with you, 502AW/JA Attorneys to work and discuss the project and answer any questions.
Please let us know some days/time in February that your team is available and we work to accommodate one of them!

Thanks again for your continued support of this project.

Yvonne Haecker

Military Strategic Relations Manager | Military Strategic Cooperation & Support
CPS Energy | 145 Navarro San Antonio, Texas 78205 | MD: 111007
Office: 210.353.3115 | Mobile: 210.667.8491
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From: RODRIGUEZ, ROBERT T CIV USAF AETC 502 CEG/CERR
<robert.rodriguez.4@us.af.mil>

Sent: Wednesday, January 29, 2020 7:26 AM

To: Haecker, Yvonne <YHaecker@CPSEnergy.com>; Otto, Daniel T.
<DTOtto@cpsenergy.com>

Cc: GAZTAMBIDE, FRANKLYN GS-09 USAF AETC 502 CEG/CERR
<franklyn.gaztambide@us.af.mil>; DAVILA, VICKY L CIV USAF AETC 502 CEG/CERR
<vicky.davila@us.af.mil>

Subject: [InternetMail]RE: ****Meeting Requested**** Scenic Loop Substation and Transmission Line Project

Good morning Yvonne, Daniel,

I'm coordinating with our 502AW/JA Attorneys to have them involved as they might have some historical data for us. Keeping my fingers crossed.
As soon as I hear from them I will let you know so we can set up a meeting to discuss a way forward.

v/r,

//SIGNED//

Robert T. Rodriguez
Realty Specialist, 502 CEG/CERR
1555 Gott Street, Building 5595
JBSA-Lackland, Tx 78236
210-671-4372
robert.rodriguez.4@us.af.mil

From: Haecker, Yvonne <YHaecker@CPSEnergy.com>

Sent: Monday, January 27, 2020 4:07 PM

To: RODRIGUEZ, ROBERT T CIV USAF AETC 502 CEG/CERR
<robert.rodriguez.4@us.af.mil>

Cc: HADLEY, TIFFANY E GS-12 USAF AETC 502 CEG/CERR <tiffany.hadley@us.af.mil>, DAVILA, VICKY L CIV USAF AETC 502 CEG/CERR <vicky.davila@us.af.mil>; GAZTAMBIDE, FRANKLYN GS-09 USAF AETC 502 CEG/CERR <franklyn.gaztambide@us.af.mil>; Otto, Daniel T. <DTOtto@cpsenergy.com>; Perez, LeeRoy <L.Perez@CPSEnergy.com>; Williams, Garrick T. <GTWilliams@cpsenergy.com>

Subject: [Non-DoD Source] RE: **Meeting Requested** Scenic Loop Substation and Transmission Line Project

Importance: High

Robert,

Based on the easement document Daniel sent on Wednesday, can you provide any further insight/direction regarding CPS Energy's request?

As a recap, CPS Energy has identified a potential route segment (Segment 12 on the map link below) that would require an easement across an area where the JBSA/US Army has a legal interest.

CPS Energy is available to meet to provide an overall understanding of the project and to discuss how the project can be constructed, operated, and maintained along Segment 12 in a manner that will not disrupt the interests of JBSA/ Army.

We look forward to hearing back from you.

Yvonne Haecker

Military Strategic Relations Manager | Military Strategic Cooperation & Support

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Office: 210.353.3115 | Mobile: 210.667.8491
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From: Otto, Daniel T. <DTOtto@cpsenergy.com>
Sent: Wednesday, January 22, 2020 4:05 PM
To: RODRIGUEZ, ROBERT T CIV USAF AETC 502 CEG/CERR
<robert.rodriguez.4@us.af.mil>; Haecker, Yvonne <YHaecker@CPSEnergy.com>
Cc: HADLEY, TIFFANY E GS-12 USAF AETC 502 CEG/CERR <tiffany.hadley@us.af.mil>;
DAVILA, VICKY L CIV USAF AETC 502 CEG/CERR <vicky.davila@us.af.mil>; GAZTAMBIDE,
FRANKLYN GS-09 USAF AETC 502 CEG/CERR <franklyn.gaztambide@us.af.mil>
Subject: RE: **Meeting Requested** Scenic Loop Substation and Transmission Line
Project

Mr. Rodriguez,

Attached is a scanned copy of the easement documentation. Section G on
page 3 names the US Army The Army is also mentioned in section 7.8 on page 15.

Daniel T. Otto, PE, PMP
EDS Project Manager | Project Management and Performance Improvement
CPS Energy | 145 Navarro, San Antonio, Texas 78205 | MD: 100311
Office: 210.353.4852 | Mobile: 210.289.9685
cpsenergy.com

From: RODRIGUEZ, ROBERT T CIV USAF AETC 502 CEG/CERR
<<mailto:robert.rodriguez.4@us.af.mil>>
Sent: Wednesday, January 22, 2020 2:13 PM
To: Otto, Daniel T. <DTOtto@cpsenergy.com>; Haecker, Yvonne
<YHaecker@CPSEnergy.com>
Cc: HADLEY, TIFFANY E GS-12 USAF AETC 502 CEG/CERR <tiffany.hadley@us.af.mil>;
DAVILA, VICKY L CIV USAF AETC 502 CEG/CERR <vicky.davila@us.af.mil>; GAZTAMBIDE,
FRANKLYN GS-09 USAF AETC 502 CEG/CERR <franklyn.gaztambide@us.af.mil>
Subject: [InternetMail]RE: **Meeting Requested** Scenic Loop Substation and
Transmission Line Project

Mr. Otto, I'm not finding the Conservation Easement you are referring to can you share
anymore details? Might be with the US Army Corp of Engineers.
Here is what I found regarding the Property Owners Name: Pond Foundation.

v/r,

//SIGNED//

Robert T. Rodriguez
Realty Specialist, 502 CEG/CERR
1555 Gott Street, Building 5595
JBSA-Lackland, Tx 78236
210-671-4372
robert.rodriguez.4@us.af.mil

From: Otto, Daniel T. <DTOtto@cpsenergy.com>
Sent: Wednesday, January 22, 2020 8:24 AM
To: RODRIGUEZ, ROBERT T CIV USAF AETC 502 CEG/CERR
<robert.rodriguez.4@us.af.mil>; Haecker, Yvonne <YHaecker@CPSEnergy.com>
Cc: HADLEY, TIFFANY E GS-12 USAF AETC 502 CEG/CERR <tiffany.hadley@us.af.mil>;
DAVILA, VICKY L CIV USAF AETC 502 CEG/CERR <vicky.davila@us.af.mil>; GAZTAMBIDE,
FRANKLYN GS-09 USAF AETC 502 CEG/CERR <franklyn.gaztambide@us.af.mil>
Subject: [Non-DoD Source] RE: **Meeting Requested** Scenic Loop Substation and
Transmission Line Project

Mr. Rodriguez,

You are correct, Segment 12 and the Scenic Loop area is west of I-10 and more than 3 miles from the Camp Bullis Boundary line you included. However, there is a conservation easement that lists the U.S. Army as a third party and references 10 U.S.C 2684a for the protection of land surrounding Camp Bullis that segment 12 crosses.

Daniel T. Otto, PE, PMP
EDS Project Manager | Project Management and Performance Improvement
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From: RODRIGUEZ, ROBERT T CIV USAF AETC 502 CEG/CERR
<<mailto:robert.rodriguez.4@us.af.mil>>
Sent: Friday, January 17, 2020 1:41 PM
To: Haecker, Yvonne <YHaecker@CPSEnergy.com>; Otto, Daniel T.
<DTOtto@cpsenergy.com>
Cc: HADLEY, TIFFANY E GS-12 USAF AETC 502 CEG/CERR <tiffany.hadley@us.af.mil>;
DAVILA, VICKY L CIV USAF AETC 502 CEG/CERR <vicky.davila@us.af.mil>; GAZTAMBIDE,
FRANKLYN GS-09 USAF AETC 502 CEG/CERR <franklyn.gaztambide@us.af.mil>
Subject: [InternetMail]RE: **Meeting Requested** Scenic Loop Substation and
Transmission Line Project

Good afternoon Ms. Haecker,

Please help me understand how Segment 12 on the map link below would have any impact on the US Army? I've attached a few maps, the one from AFGIM illustrates in yellow the Camp Bullis Boundary line East of I-10. I might be wrong but Scenic Loop is West of I-10. Am I missing something, is this the right map? Please advise.

I'm not aware of any military property in that area.

v/r,

//SIGNED//

Robert T. Rodriguez
Realty Specialist, 502 CEG/CERR
1555 Gott Street, Building 5595
JBSA-Lackland, Tx 78236
210-671-4372
robert.rodriguez.4@us.af.mil

From: HADLEY, TIFFANY E GS-12 USAF AETC 502 CEG/CERR <tiffany.hadley@us.af.mil>

Sent: Monday, January 13, 2020 2:58 PM

To: Haecker, Yvonne <YHaecker@CPSEnergy.com>

Cc: RODRIGUEZ, ROBERT T CIV USAF AETC 502 CEG/CERR
<robert.rodriguez.4@us.af.mil>

Subject: RE: **Meeting Requested** Scenic Loop Substation and Transmission Line Project

Yvonne,

I can't answer until Armando makes the determination for a meeting. Also, please add Mr. Robert Rodriguez to this traffic as he will be taking over these types of actions. Please keep me in the loop in the event I need to run something down when Robert is unavailable. He is included in the Cc line.

Robert—please see below for review.

v/r,

Tiffany Hadley
JBSA Real Property Team Chief - Accountability & Transactions
JBSA-Lackland, JBSA-Fort Sam Houston, & JBSA-Randolph
502 CEG/CERR, Joint Base San Antonio
Comm: (210) 671-5301
DSN: 473-5301

From: Haecker, Yvonne <YHaecker@CPSEnergy.com>

Sent: Monday, January 13, 2020 2:54 PM

To: HADLEY, TIFFANY E GS-12 USAF AETC 502 CEG/CERR <tiffany_hadley@us.af.mil>;
TREVINO, ARMANDO JR GS-13 USAF AETC 502 CEG/CERR
<armando.trevino.1@us.af.mil>; MIECZKOWSKI, THOMAS S GS-13 USAF AETC 502
CES/CENPE <thomas_mieczkowski@us.af.mil>

Cc: Otto, Daniel T. <DTOtto@cpsenergy.com>; Kirk Rasmussen <krasmussen@jw.com>;
Craig Bennett <cbennett@jw.com>; Giles, Kipling D. <KDGiles@CPSEnergy.com>; Perez,
LeeRoy <LPerez@CPSEnergy.com>; Williams, Garrick T. <GTWilliams@cpsenergy.com>;
Bedell, Brook W. <bwbedell@cpsenergy.com>; WITT, TRAVIS K GS-13 USAF 502 ABW
502 AIR BASE WG/502 ABW/CI <travis.witt.4@us.af.mil>; Ramirez, Valerie Y CIV USAF
502 ABW (USA) <valerie.y_ramirez.civ@mail.mil>; DE LA ROSA, CHRISTIAN GS-14 USAF
AETC 502 CEG/DD <christian_de_la_rosa@us.af.mil>; Marin, Adam R
<ARMarin@CPSEnergy.com>; REYES, MARGARET A GS-14 USAF AETC 502 ABW 502 AIR
BASE WG/502 ABW/CCS (122) <margaret.reyes@us.af.mil>

Subject: [Non-DoD Source] RE: ****Meeting Requested**** Scenic Loop Substation and
Transmission Line Project

Importance: High

Tiffany, Armando and Tom,

Have you had an opportunity to review this information? Are you available to meet
later this week or early next week to discuss?

Overview:

In order to improve reliability and provide additional electrical capacity to homes in the
area, CPS Energy is currently developing the Scenic Loop Substation and Transmission
Line Project in the area shown on the attached study area map. This project
encompasses a new double circuit 138-kV transmission line and substation to serve the
local customers. At this time, CPS Energy is evaluating multiple substation site
alternatives and geographically diverse transmission line options with the intent of
filing an application to amend its existing Certificate of Convenience and Necessity with
the Public Utility Commission of Texas this spring.

As part of its identification and evaluation of potential line segments and routes for the
Scenic Loop Project, CPS Energy has identified a potential route segment (Segment 12
on the map link below) that would require an easement across an area where the US
Army has a legal interest. We would like an opportunity to discuss this project,
specifically line Segment 12, with member(s) of the Army to provide overall
understanding of the project and to discuss how the project can be constructed,
operated, and maintained along Segment 12 in a manner that will not disrupt the
interests of the Army.

[Scenic Loop Project Proposed Transmission Routes \(map link\)](#)

Yvonne Haecker

Military Strategic Relations Manager | Military Strategic Cooperation & Support
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Office: 210.353.3115 | Mobile: 210.667.8491
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From: Haecker, Yvonne <YHaecker@CPSEnergy.com>
Sent: Wednesday, January 8, 2020 4:16 PM
To: [margaret a reyes.civ@mail.mil](mailto:margaret.a.reyes.civ@mail.mil); Hadley, Tiffany E CIV USAF 502 CEG (USA) <tiffany.hadley@us.af.mil>; Trevino, Armando Jr CIV USAF 502 ISG (USA) <armando.trevino.1@us.af.mil>; Thomas Mieczkowski <thomas.mieczkowski@us.af.mil>
Cc: Otto, Daniel T. <DTOtto@cpsenergy.com>; Kirk Rasmussen <krasmussen@jw.com>; Craig Bennett <cbennett@jw.com>; Giles, Kipling D. <KDGiles@CPSEnergy.com>; Perez, LeeRoy <LPerez@CPSEnergy.com>; Williams, Garrick T. <GTWilliams@cpsenergy.com>; Bedell, Brook W. <bwbedell@cpsenergy.com>; Witt, Travis K CIV USAF 502 ABW (USA) <travis.k.witt.civ@mail.mil>; Ramirez, Valerie Y CIV USAF 502 ABW (USA) <valerie.y.ramirez.civ@mail.mil>; De La Rosa, Christian CIV USAF (USA) <christian.de_la_rosa@us.af.mil>; Marin, Adam R <ARMarin@CPSEnergy.com>
Subject: Re: Scenic Loop Substation and Transmission Line Project

Meg, Armando, Tiffany and Tom,

After reviewing the below details provided by Adam please let us know when we can meet with you to discuss next steps.

Yvonne Haecker

Military Strategic Relations Manager | Military Strategic Cooperation & Support
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Office: 210.353.3115 | Mobile: 210.667.8491
cpsenergy.com

On Jan 8, 2020, at 2:59 PM, Marin, Adam R <ARMarin@cpsenergy.com> wrote:

Yvonne

In order to improve reliability and provide additional electrical capacity to homes in the area, CPS Energy is currently developing the Scenic Loop Substation and Transmission Line Project in the area shown on the

attached study area map. This project encompasses a new double circuit 138-kV transmission line and substation to serve the local customers. At this time, CPS Energy is evaluating multiple substation site alternatives and geographically diverse transmission line options with the intent of filing an application to amend its existing Certificate of Convenience and Necessity with the Public Utility Commission of Texas this spring.

As part of its identification and evaluation of potential line segments and routes for the Scenic Loop Project, CPS Energy has identified a potential route segment (Segment 12 on the map link below) that would require an easement across an area where the US Army has a legal interest. We would like an opportunity to discuss this project, specifically Line Segment 12, with member(s) of the Army to provide overall understanding of the project and to discuss how the project can be constructed, operated, and maintained along Segment 12 in a manner that will not disrupt the interests of the Army.

[Scenic Loop Project Proposed Transmission Routes \(map link\)](#)

Thank you,

Adam R. Marin, PE

Regulatory Case Manager

CPS Energy | 145 Navarro San Antonio, Texas 78205 | MD:
100203

Office: 210.353.2476

armarin@cpsenergy.com

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From: Haecker, Yvonne

Sent: Wednesday, January 8, 2020 3:12 AM

To: Marin, Adam R <ARMarin@CPSEnergy.com>

Cc: Perez, LeeRoy <LPerez@CPSEnergy.com>; Williams, Garrick T.

<GTWilliams@cpsenergy.com>; Bedell, Brook W.

<bwbedell@cpsenergy.com>; Witt, Travis K CIV USAF 502 ABW (USA)

<travis.k.witt.civ@mail.mil>; Ramirez, Valerie Y CIV USAF 502 ABW (USA)

<valerie.y.ramirez.civ@mail.mil>; De La Rosa, Christian CIV USAF (USA)

<christian.de_la_rosa@us.af.mil>; Trevino, Armando Jr CIV USAF 502 ISG

(USA) <armando.trevino.1@us.af.mil>; Hadley, Tiffany E CIV USAF 502

CEG (USA) <tiffany.hadley@us.af.mil>; Williams, Garrick T.
<GTWilliams@cpsenergy.com>; margaret.a.reyes.civ@mail.mil
Subject: Re: Scenic Loop Substation and Transmission Line Project

Adam,

JBSA and JBSA Real Property (cc'd) have requested more detailed information regarding the scope of the project and how/what specifically you are requesting of them. Can you provide some additional information and then as needed we can schedule a follow up conference call or meeting to discuss any questions they may have?

Yvonne Haecker

Military Strategic Relations Manager | Military Strategic
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111007
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cpsenergy.com

On Jan 7, 2020, at 7:19 PM, Haecker, Yvonne
<YHaecker@cpsenergy.com> wrote:

Meg,

This email is a follow up to my voicemail, regarding this time sensitive request. Look forward to hearing back from you! .)

Thank you in advance for your assistance.

Yvonne Haecker

Military Strategic Relations Manager | Military
Strategic Cooperation & Support
CPS Energy | 145 Navarro San Antonio, Texas
78205 | MD: 111007
Office: 210.353.3115 | Mobile: 210.667.8491
cpsenergy.com

On Jan 6, 2020, at 3:14 PM, Haecker, Yvonne
<YHaecker@cpsenergy.com> wrote.

Meg,

It is my understanding that Garrick has already spoken to you about this project and that someone is reviewing the scope, however can you provide a status on the review and a POC please?

The regulatory case manager, Adam Marin (cc'd) awaits direction regarding the use of conservation lands in the northern part of the CPS Energy service territory (Camp Bullis/Camp Stanley).

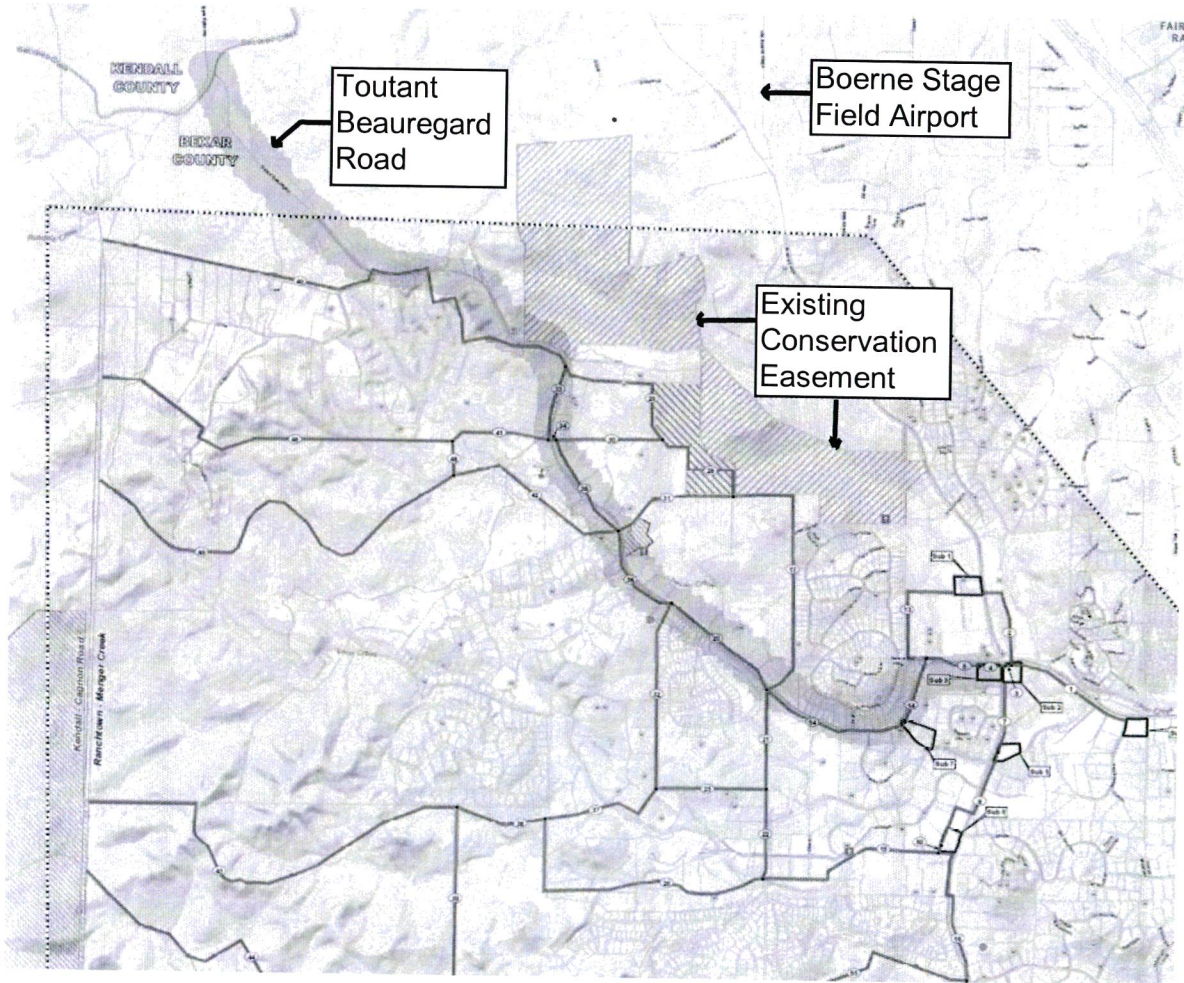
Overview

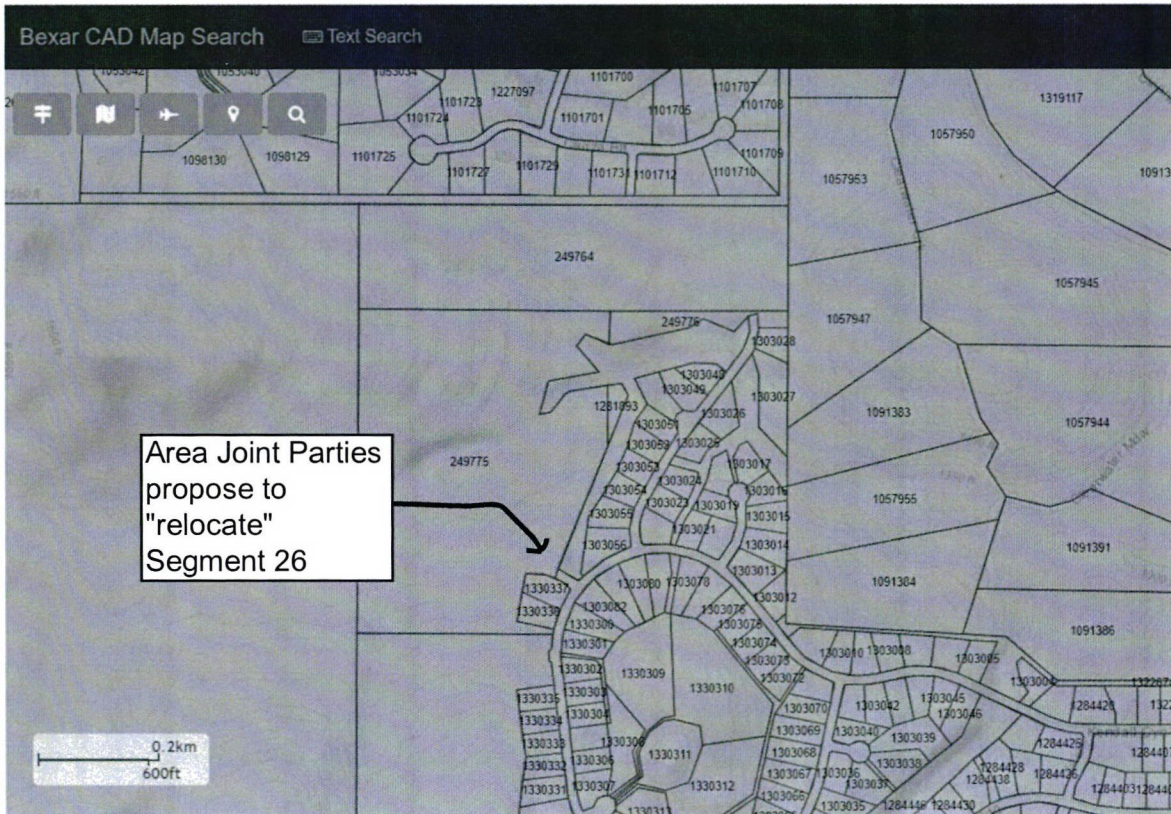
The Scenic Loop Substation and Transmission Line Project involves the proposed construction of a new substation, a new transmission line, and associated distribution lines. This substation will improve reliability and provide additional electrical capacity to homes and businesses in the area.

CPS Energy is evaluating multiple substation site alternatives and geographically diverse transmission line options and will be filing an application to amend its existing Certificate of Convenience and Necessity with the Public Utility Commission of Texas.

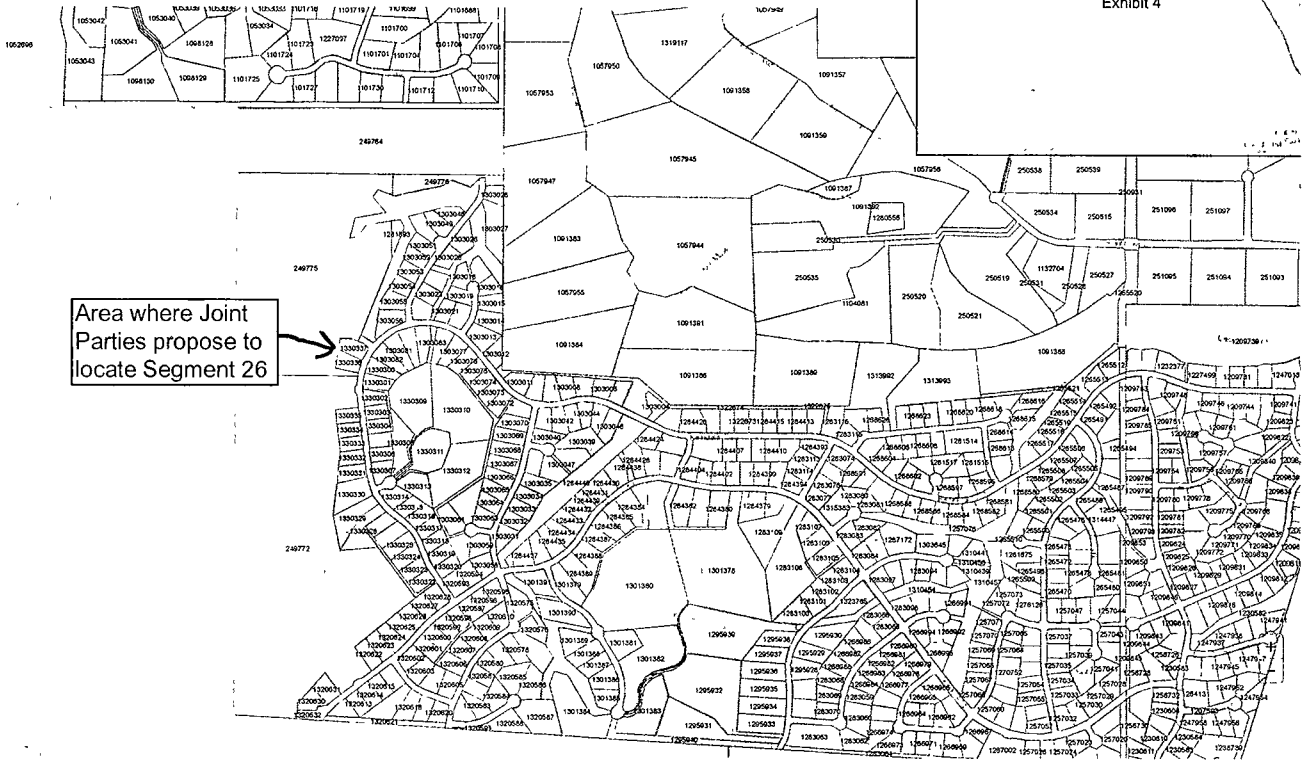
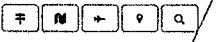
Yvonne Haecker

Military Strategic Relations Manager |
Military Strategic Cooperation & Support
CPS Energy | 145 Navarro San Antonio,
Texas 78205 | MD: 111007
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CPS Energy Response to Route Adequacy
Docket No 51023
Exhibit 4



9 24 m
600ft