

**AGREEMENT AND DECLARATION OF COVENANTS**

ASB

THIS "**Agreement**" is made this 8<sup>th</sup> day of ~~January~~ FEBRUARY 2021, by Pipe Dream, LLC, a Texas limited liability company, having an address at 11318 Jones Road, Manor, Travis County, Texas 78653, hereinafter called "**Landowner**," and accepted by TreeFolks, a Texas nonprofit corporation, with an address of P. O. Box 1395, Del Valle, Texas 78617, hereinafter sometimes referred to as "**TreeFolks**." Landowner and TreeFolks are sometimes referred to herein collectively as "**Parties**" and individually as "**Party**".

**RECITALS**

A. Landowner is the owner of a tract of land consisting of twenty-two (22) acres, more or less, out of that certain 244.437 acre parcel of land located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, which twenty-two (22) acres is depicted on Exhibit "B" and hereafter referred to as the "**Property**."

B. Landowner desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem.

C. TreeFolks desires to provide trees, planting services, and consultation services to Landowner at no charge, and Landowner desires to allow the planting of such trees on the twenty-two acre Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years.

D. In consideration for the trees, planting services and consultation provided by TreeFolks, Landowner desires to transfer to TreeFolks all of Landowner's rights to receive an interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, or any other issuer of such carbon credits ("**Carbon Credits**"), which are expected to be sold by TreeFolks to the City of Austin and used to fund future tree plantings.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Landowner hereby declares that the Property is and shall be held and occupied subject to the terms of this Agreement, and Landowner hereby further declares that Landowner's interest in and rights to any and all Carbon Credits associated with this Property are and shall be transferred, sold and conveyed to TreeFolks, all subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of the recording of this Agreement in the Official Public Records of Travis County and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the recording date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Landowner or Landowner's assignees or successors in interest, and such Parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, Landowner shall compensate TreeFolks in an amount not to exceed \$3,144 per acre of land, or a pro rata share of that amount for any discrete portion of land, where trees are cut, harvested, or damaged or where the Tree Project cannot continue.



2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" and depicted on Exhibit "B" in areas that are acceptable to Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property. Landowner is not responsible for affirmatively caring for the trees planted by TreeFolks.

3. Landowner hereby assigns, transfers, and conveys to TreeFolks all of Landowner's interests in and rights to any and all Carbon Credits that may be issued by City Forest Credits or any other issuer of such Carbon Credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such Carbon Credits and then re-sell the Carbon Credits to the City of Austin or other buyer of such Carbon Credits for funds that will be paid to TreeFolks in return for the sale of the Carbon Credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Landowner, landowner's successors and assigns, and all parties claiming by, through, or under Landowner shall be taken to hold, agree, and covenant with Landowner, its successors and assigns, to conform to and observe the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Landowner, its successors and assigns, as well as TreeFolks, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall take effect when it is recorded in the Official Public Record of Travis County, Texas, and shall run with the land until the twenty-fifth anniversary of the date of the recording of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Landowner and TreeFolks, or their successors in interest.

6. TreeFolks agrees to indemnify and hold Landowner and its officers, members, employees and agents harmless from any liability, loss or damage Landowner may suffer as a result of claims, demands, costs or judgments against Landowner arising out of the activities to be carried out by TreeFolks pursuant to the obligations of this Agreement, including, but not limited to, the planting of trees on the Property and monitoring growth of the plantings; provided, however, that any such liability, loss or damage resulting from the negligence or willful malfeasance of Landowner, its officers, members, employees and agents is excluded from this Agreement to indemnify and hold harmless.

7. Nothing herein shall be construed to entitle any Party to institute any enforcement proceedings against Landowner for any changes to the Property due to causes beyond Landowner's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either Party is in default of this Agreement, the other Party may notify the defaulting Party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting Party may cancel this Agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting Party.

8. If any provision of this Agreement is found to be invalid, the remaining provisions shall not be altered thereby. This instrument sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements, all of which are merged herein.

Signed by the Parties:

**Landowner:** Pipe Dream, LLC, a Texas limited liability company

By:

Signature:

Printed Name: Anne Brockenbrough, Manager



**TreeFolks:** TreeFolks, Inc.

By:

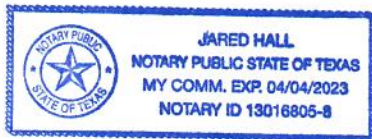
Andrew Smiley, Executive Director

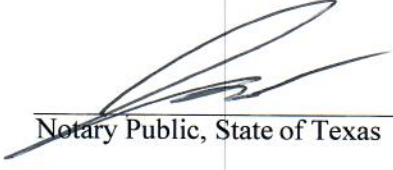


**ACKNOWLEDGMENTS**

This instrument was acknowledged before me on this 8<sup>th</sup> day of February, 2021, by Anne Brockenbrough in her capacity as Manager of Pipe Dream, LLC, a Texas limited liability company, on behalf of such Company. ASB

[SEAL]




  
Notary Public, State of Texas

This instrument was acknowledged before me on this 19 day of MARCH, 2021, by Andrew Smiley, in his capacity as Executive Director of TreeFolks, Inc.

[SEAL]



  
Notary Public, State of Texas



**EXHIBIT "A"**

**A twenty-two (22) +/- acre portion of  
the following 244.437 acre property**

**PROFESSIONAL  
LAND SURVEYORS**

1515 Chestnut Street (512) 303-0954  
Bastrop, Texas 78602 Fax: (512) 332-0961

**LEGAL DESCRIPTION**

**244.437 ACRES OF LAND OUT OF THE AMOS ALEXANDER SURVEY NO. 22, ABSTRACT NO. 1 IN TRAVIS COUNTY, TEXAS, COMPRISED OF A PORTION OF THAT TRACT CONVEYED AS 671.170 ACRES TO ROBERT GILFILLAN AND JACKI NELL GILFILLAN BY DEED RECORDED IN DOCUMENT NO. 2003230144, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF C. RICHARD RALPH, REGISTERED PROFESSIONAL LAND SURVEYOR DURING FEBRUARY, 2008:**

BEGINNING at an iron rod found for the southwest corner hereof, the common west corner of said Gilfillan tract and that tract conveyed as 108.71 acres to James Eachus and Maureen Eachus by deed recorded in Volume 8327, Page 714, Real Property Records of Travis County and a point on the east line of Jones Road;

THENCE N 29°12'36" E, 2101.96 feet to an iron rod found and N 29°59'15" E, (bearing basis for this survey per said Document No. 2003230144) pass at 431.91 feet the south corner at the west termination of a 1.732 acre 30' Access Easement out of said 671.170 acres of record in Document No. 2005230431 of said Official Public Records, continue for a total of 462.04 feet along the east line of said Jones Road to an iron rod found for the northwest corner hereof and the southwest corner of that tract out of said 671.170 acres conveyed as 41.294 acres to Roçember Galvan and Lydia Galvan by deed recorded in Document No. 2004033752 of said Official Public Records, same being the north corner at the west termination of said Easement;

THENCE the following four (4) courses over and across said 671.170 acres common line hereof and of said 41.294 acres and the south line of that tract conveyed as 28.567 acres to Homer Owens and Michella Owens by deed recorded in Document No. 2005230429 of said Official Public Records, same being the north line of said Easement;

- 1) S 54°43'56" E, (bearing basis for this survey per said Document No. 2003230144) 986.60 feet to an iron rod found;
- 2) S 85°27'53" E, 671.67 feet to an iron rod found;
- 3) S 58°42'55" E, 797.27 feet to an iron rod found for the common south corner of said 41.294 acres and;
- 4) S 61°41'45" E, pass at 60.00 feet the north corner at the east termination of said Easement, continue for a total of 2311.95 feet to an iron rod found for the northeast corner hereof, a point on the south line of said 28.567 acres and the northwest corner of that tract conveyed as 98.286 acres to the City of Manor by deed recorded in Document No. 2006208605 of said Official Public Records;

THENCE the following seven (7) courses over and across said 671.170 acres along the common line hereof and of said 98.286 acres:

- 1) S 64°04'40" W, crossing Wilbarger Creek at approximately 20 to 45 feet, continue for a total of 693.24 feet to an iron rod found;
- 2) S 43°59'55" W, 754.37 feet to an iron rod found;
- 3) S 54°27'46" W, 454.89 feet to an iron rod found;
- 4) S 25°40'30" E, 92.15 feet to an iron rod found;
- 5) S 25°47'36" E, 294.58 feet to an iron rod found;
- 6) S 27°54'25" W, 313.53 feet to an iron rod found;
- 7) S 62°47'34" W, 56.32 feet to an iron rod found for the southeast corner hereof and the common west corner of said 98.286 acres and that tract conveyed as 80.000 acres to David F. Letourneau and Sara M. Letourneau by deed recorded in Document No. 2004104515 of said Official Public Records;

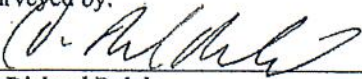


**Exhibit "A" Continued: legal description of twenty-two acres out of 244.437 acres**

THENCE the following twenty five (25) courses over and across said 671.170 acres along the common line hereof and of said 80.000 acres and the common line of said 671.170 acres and said 108.71 acres:

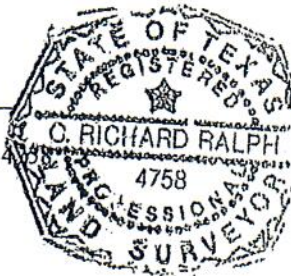
- 1) S 67°53'14" W, 218.65 feet to an iron rod found;
- 2) S 80°58'38" W, 304.83 feet to an iron rod found;
- 3) N 76°39'38" W, 199.35 feet to an iron rod found;
- 4) N 07°40'21" E, cross said Wilbarger Creek at approximately 15 to 40 feet, continue for a total of 56.19 feet to an iron rod found;
- 5) N 67°09'43" W, 272.57 feet to an iron rod found;
- 6) N 59°51'10" W, 250.43 feet to an iron rod found;
- 7) N 88°36'17" W, 239.97 feet to an iron rod found;
- 8) N 57°57'58" W, 329.56 feet to an iron rod found;
- 9) N 54°31'48" W, 146.10 feet to an iron rod found for the northwest corner of said 80.000 acres and a point on the east line of said 108.71 acres;
- 10) N 30°53'23" E, 52.86 feet to an iron rod found;
- 11) N 23°11'18" E, 153.18 feet to an iron rod found;
- 12) N 29°13'23" E, 188.52 feet to an iron rod found for the northeast corner of said 108.71 acres;
- 13) N 58°03'09" W, 62.98 feet to an iron rod found;
- 14) N 69°35'24" W, 322.76 feet to an iron rod found;
- 15) N 66°35'24" W, 101.36 feet to an iron rod found;
- 16) N 71°39'24" W, 254.40 feet to an iron rod found;
- 17) N 70°56'24" W, 101.10 feet to an iron rod found;
- 18) N 70°51'24" W, 223.71 feet to an iron rod found;
- 19) N 69°38'24" W, 166.88 feet to an iron rod found;
- 20) N 70°09'24" W, 336.00 feet to an iron rod found;
- 21) N 70°06'24" W, 268.71 feet to an iron rod found;
- 22) N 70°11'24" W, 128.79 feet to an iron rod found;
- 23) N 64°27'24" W, 65.39 feet to an iron rod found;
- 24) N 71°44'24" W, 135.65 feet to an iron rod found;
- 25) N 70°28'24" W, 269.39 feet to the POINT OF BEGINNING, containing 244.437 acres of land, more or less, with 1.732 acres contained within said 30' Access Easement and shown on the survey plat prepared herewith.

Surveyed by:

  
C. Richard Ralph

Registered Professional Land Surveyor No. 4758

Project No. 20282441



May 28, 2008

**Exhibit "A" Continued: legal description of twenty-two acres out of 244.437 acres**

Out of the above defined 244.437 acre parcel of land, that certain twenty-two (22) acre, more or less, tract is more specifically defined by the following GPS points:

Anywhere in this description and depiction where a geographical location is delineated or escribed by use of latitude and longitude coordinates, the Parties agree that the coordinates are accurate. However, when attempting to locate coordinate locations in the field by use of a Global Positioning System (GPS) receiver, the Parties agree that an error of several feet is possible. When there is a necessity of making a determination of a location on the Property or in a dispute about a location, the Parties agree that the GPS data given from a GPS receiver will be used and that the error factor will be construed in favor of the Landowner.



Property ID: 567612

BITTING SCHOOL RD 78653

PIPE DREAM LLC &



Carbon Status: YES

-  Property Boundary
-  FEMA 100yr Floodplain
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Upland Plants

0 340 680 Meters

Acres	Trees
22.38	14,302
22.38	14,302



Date Created: 12/2/2020

Author: Valerie Tamburri, TreeFolks



AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 29th day of September 2020 by Austin Rugby, hereinafter called "Grantor," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of 25 acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years, and,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin and used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their successors and assigns, shall have the



right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

Signed by the parties to be effective as of the date first stated above.

Grantor:

Signature(s):

Bill Taute

Printed Name:

Bill Taute

Grantee:

Treefolks, Inc.

Signature(s):

Andrew Smiley

Printed Name:

Andrew Smiley

Executive Director

#### ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 29th day of September, 2020, by Bill Taute



Wesley Sebastian Hernandez  
Notary Public, State of Texas

This instrument was acknowledged before me on this 19th day of MARCH, 2021 by ANDREW SMILEY, the EXEC. DIRECTOR of TreeFolks.



Anthony Serrano  
Notary Public, State of Texas



EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 545548

Legal Description: ABS 22 SUR 29 TANNEHILL J C ACR 25.00

Geographic ID: 0217300101

Type: Real

Location Address: ED BLUESTEIN BLVD TX

Neighborhood: Land Region 305

Owner Name: AUSTIN RUGBY LAND CORPORATION

Owner ID: 524281

Mailing Address: 8708 RIDGEHILL DR AUSTIN , TX 78759-7343

Ownership: 100.000000000000%

Type: LAND 25.0000 Acres



Property ID: 545548

6013 LOYOLA LN 78724




AUSTIN RUGBY LAND CORPORATION



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Carbon Status: YES

0 87.5 175 Meters

-  Property Boundary
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Upland Plants

Acres	Trees
0.87	570
0.87	570



Date Created: 1/7/2021

Author: Valerie Tamburri, TreeFolks



**AGREEMENT AND DECLARATION OF COVENANTS**

THIS AGREEMENT is made this 22 day of JANUARY, 2021, by TRACREEK HOA, hereinafter called "Grantor," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of \_\_\_\_\_ acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years, and,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin and used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

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right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

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Signed by the parties to be effective as of the date first stated above.

Grantor:

Signature(s):

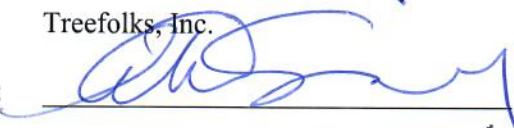


Printed Name: ANTHONY C. DEAL - HOA BOARD -

Grantee:

Treefolks, Inc.

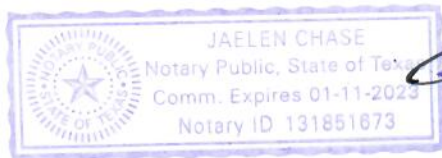
Signature(s):



Printed Name: ANDREW W. SMILEY, Executive Director

#### ACKNOWLEDGMENTS

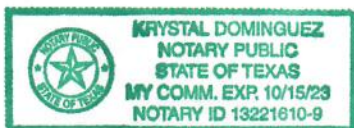
This instrument was acknowledged before me on this 22 day of Jan, 2021, by Anthony Deal.



**SEAL**

Notary Public, State of TX

This instrument was acknowledged before me on this 23 day of April, 2021, by ANDREW W. SMILEY, the EXEC DIRECTOR of TreeFolks.



Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 737243

Legal Description: LOT 79 BLK E BRIARCREEK SUBD SEC 5 (COMMON AREA,  
DRAINAGE & SLOPE EASEMENT)

Geographic ID: 0227720124

Type: Real

Location Address: 18452 GREAT FALLS DR TX 78653

Neighborhood: Briarcreek

Owner Name: BRIARCREEK OWNERS

Owner ID: 499160

Mailing Address: ASSOCIATION INC PO BOX 200145  
AUSTIN , TX 78720-0145%

Ownership: 100.000000000000%

Type: LAND 210.5230 Acres



Property ID: 737243

18452 GREAT FALLS DR 78653

BRIARCREEK OWNERS



Carbon Status: YES

0 270 540 Meters

- Property Boundary
- FEMA 100yr Floodplain
- Total Planting Area (Fullest Allowed)
- Planting Area Suitable for Upland Plants

Acres	Trees
4.44	3025
4.44	3025



Date Created: 12/2/2020

Author: Valerie Tamburri, TreeFolks



DB  
51AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 25 day of September, 2020, by Cecilia Ryan, hereinafter called "Grantor," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of \_\_\_\_\_ acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years, and,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin and used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their successors and assigns, shall have the



right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

Signed by the parties to be effective as of the date first stated above.

Grantor:  
Signature(s): Cecilia Ryan

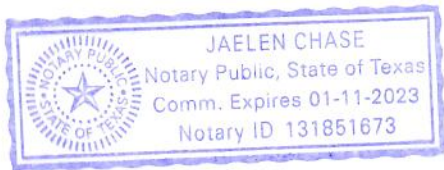
Printed Name: Cecilia Ryan

Grantee: Treefolks, Inc.  
Signature(s): Andrew Smiley

Printed Name: ANDREW SMILEY, Executive Director

#### ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 28 day of Sept, 2020 by Cecilia Ryan.



[Signature]  
Notary Public, State of TX

This instrument was acknowledged before me on this 19th day of MARCH, 2021, by ANDREW SMILEY, the EXEC. DIRECTOR of TreeFolks.



[Signature]  
Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 190357

Legal Description: LOT B AMENDING PLAT FOR LTS 4-6 IRION JAMES III SUBD NO 1

Geographic ID: 0202410215

Type: Real

Location Address: 11002 F M RD 969 TX 78724

Neighborhood: Land Region 405

Owner Name: RYAN CECILIA LEE

Owner ID: 1013574

Mailing Address: 11002 FM ROAD 969 AUSTIN, TX 78724

Ownership: 100.000000000000%

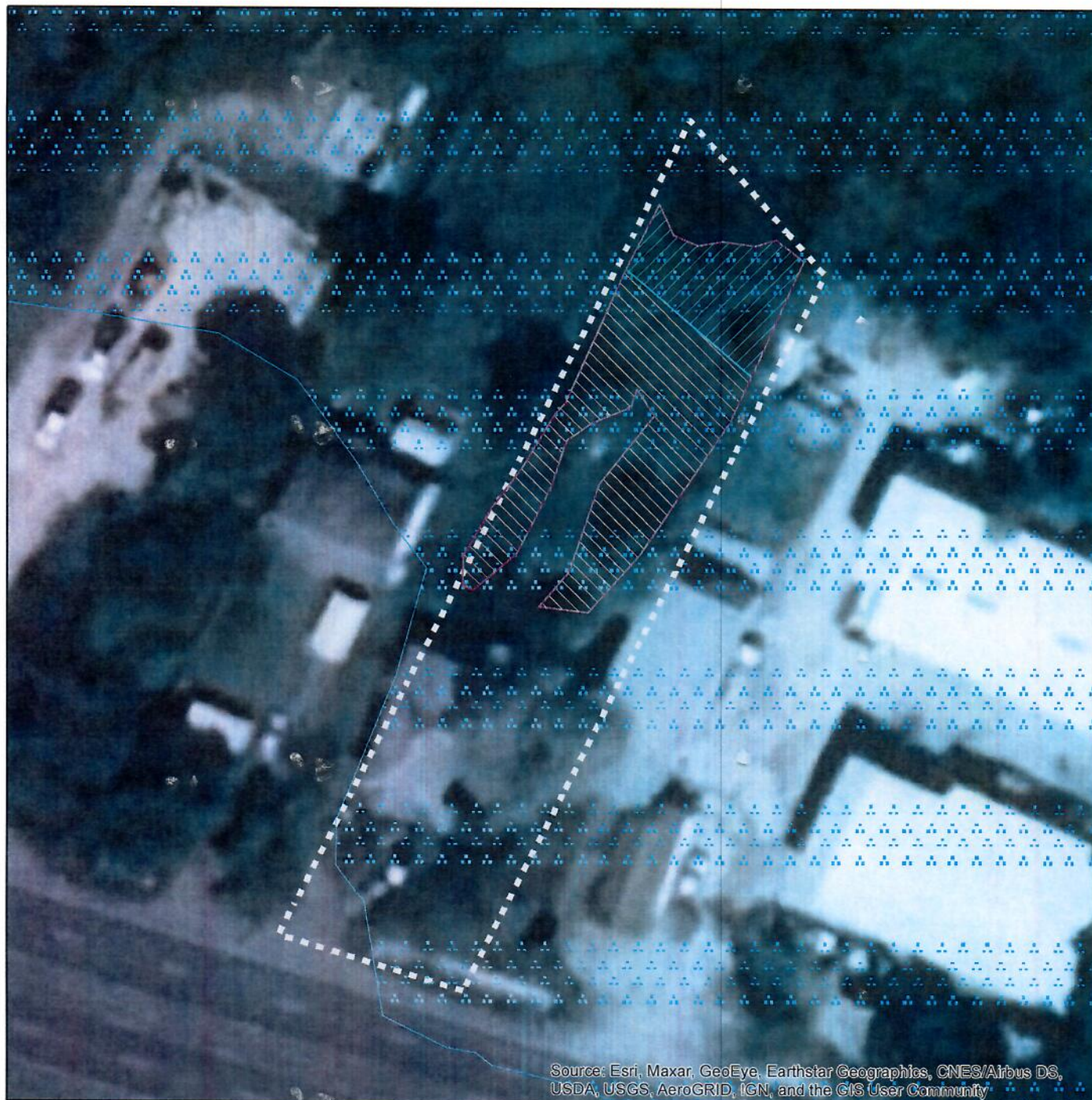
Type: LAND 0.4000 Acres



Property ID: 190357

11002 F M RD 969 78724

RYAN CECILIA LEE



Carbon Status: YES

- Property Boundary
- FEMA 100yr Floodplain
- Total Planting Area (Fullest Allowed)
- Planting Area Suitable for Upland Plants
- Planting Area Suitable for Wetland Plants

0 15 30 Meters

Acres	Trees
0.13	85
0.09	60
0.04	25



Date Created: 12/2/2020

Author: Valerie Tamburri, TreeFolks



**AGREEMENT AND DECLARATION OF COVENANTS**

THIS AGREEMENT is made this 22 day of September 2020, by Jonathan M Beall, hereinafter called "Grantor," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of \_\_\_\_\_ acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years, and,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin and used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their successors and assigns, shall have the right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory,



to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

Signed by the parties to be effective as of the date first stated above.

Grantor:

Signature(s):



Printed

Name:

Jonathan M Beall

Grantee: Treefolks, Inc.

Signature(s):



Printed Name: Andrew Smiley, Executive Director

#### ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 22 day of Sept., 2020, by  
Jonathan M Beall.



Notary Public, State of Texas



This instrument was acknowledged before me on this 19th day of MARCH, 2021, by  
ANDREW SMILEY, the EXEC. DIRECTOR of TreeFolks.



Notary Public, State of Texas  
EXHIBIT "A"



EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 724522

Legal Description: ABS 1 SUR 22 ALEXANDER A ACR 100.8910 (1-d-1w)

Geographic ID: 0226900320

Type: Real

Location Address: BITTING SCHOOL RD TX 78653

Neighborhood: Land Region 307

Owner Name: BEALL JONATHAN M

Owner ID: 214250

Mailing Address: 2503 FLORA CV AUSTIN , TX 78746-690

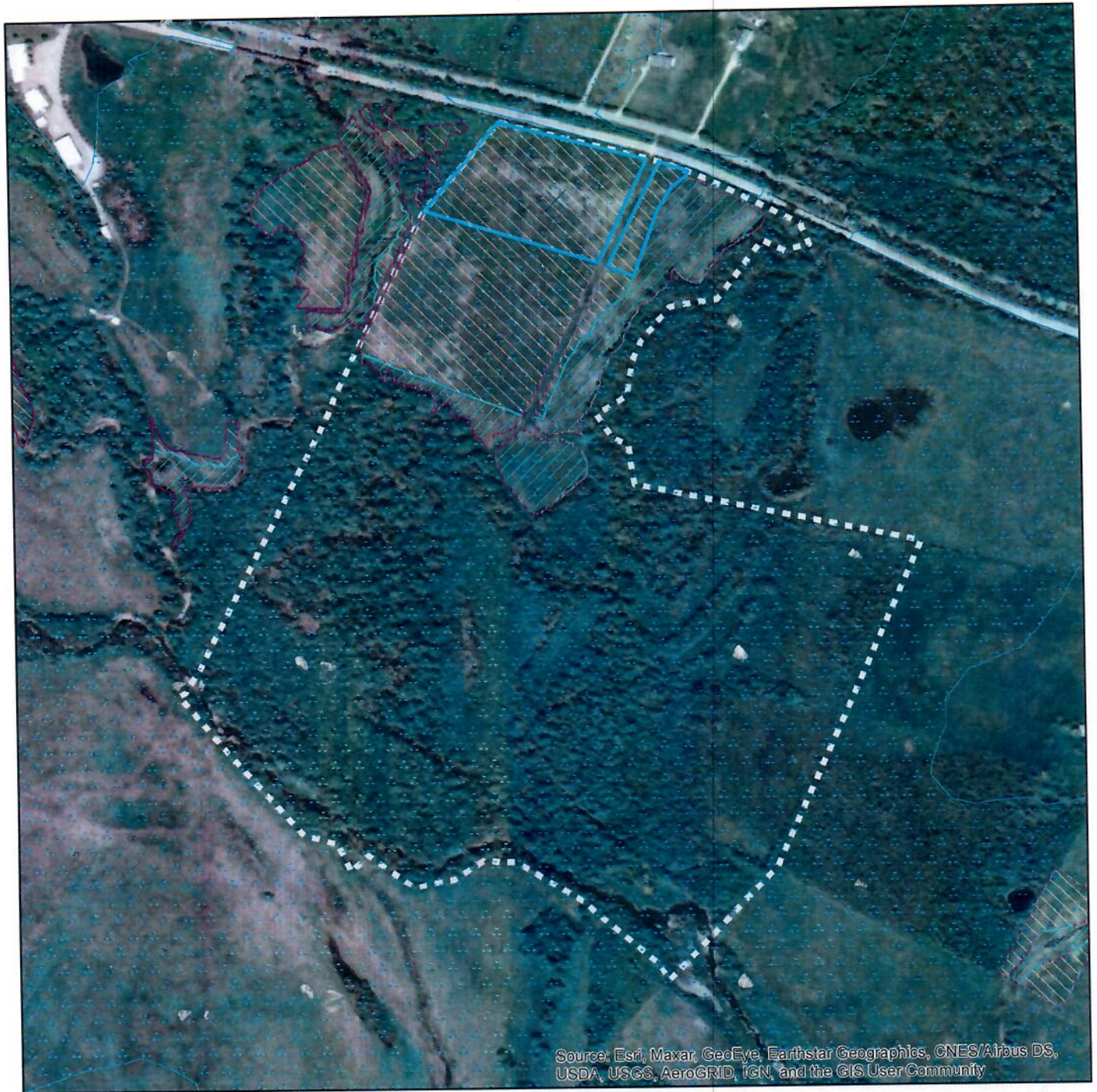
% Ownership: 100.000000000000%

Type: WILDLIFE 100.8910 Acres

Property ID: 724522

BITTING SCHOOL RD 78653

BEALL JONATHAN M



Carbon Status: YES

0 190 380 Meters

- Property Boundary
- FEMA 100yr Floodplain
- Total Planting Area (Fullest Allowed)
- Planting Area Suitable for Upland Plants

Acres	Trees
6.21	4330
6.21	4330



Date Created: 12/2/2020

Author: Valerie Tamburri, TreeFolks



**AGREEMENT AND DECLARATION OF COVENANTS**

THIS AGREEMENT is made this 1 day of October, 2020 by John & Tamara Stutz hereinafter called "Grantor," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Grantee."

WHEREAS, Grantor is the owner of a tract of land consisting of 1.52 acres, more or less, located in Travis County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Grantor desires to participate in the Travis County Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, Travis County, the City of Austin, and City Forest Credits of Seattle, Washington, and which is designed to restore riparian areas and thereby enhance air and water quality, provide wildlife habitat, mitigate floods and droughts, and increase the resilience of the ecosystem, and,

WHEREAS, TreeFolks desires to provide trees, planting services, and consultation services to Grantor at no charge, and Grantor desires to allow the planting of such trees on the Property and, as provided herein, commits to allow the trees to remain on the Property for a period of at least twenty-five (25) years, and,

WHEREAS, Grantor desires to transfer to TreeFolks all of Grantor's rights to receive and interest in the carbon credits that will be generated by this reforestation project on the Property and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin and used to fund future tree plantings.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt of which is hereby acknowledged, Grantor hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the terms and conditions hereinafter set forth:

1. During the period of time beginning on the date of this Agreement and ending twenty-five (25) years thereafter on the twenty-fifth anniversary of the date of this Agreement, the trees planted on the Property by TreeFolks or its representatives shall not be removed, harvested, or intentionally damaged by Grantor or Grantor's assignees or successors in interest, and such parties will not take any action that would result in damage to or destruction of the trees. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 6, or if it defaults for other reasons, it shall compensate TreeFolks in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue.

2. TreeFolks agrees to provide and arrange for the planting of trees on the Property as outlined in Exhibit "A" in areas that are acceptable to Grantor and to TreeFolks, and Grantor agrees to allow the planting of such trees on the Property.

3. Grantor hereby assigns, transfers, and conveys to TreeFolks all of Grantor's interests in and rights to any and all carbon credits that may be issued by City Forest Credits or any other issuer of such credits as a result of the planting of the trees pursuant to this Agreement. Grantor acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other buyer of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

4. Subject to the foregoing, the terms of this Agreement shall run with the land and shall be binding upon Grantor, Grantor's successors and assigns, and all parties claiming by, through, or under Grantor shall be taken to hold, agree, and covenant with Grantor, its successors and assigns, to conform to and observe the terms and conditions of this Agreement as to the preservation of the trees planted pursuant to this Agreement, and Grantor, its successors and assigns, as well as Grantee, the City of Austin, and their successors and assigns, shall have the



right to enforce this Agreement, including the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of this Agreement, without any showing of special damages.

5. This Agreement shall run with the land until the twenty-fifth anniversary of the date of this Agreement, after which time it shall automatically terminate. This Agreement may not be amended in whole or in part except by written agreement of the Grantor and the Grantee.

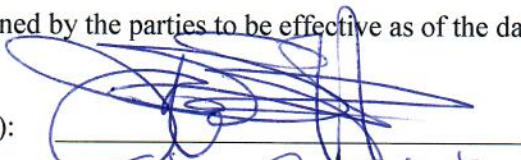
6. Nothing herein shall be construed to entitle any party to institute any enforcement proceedings against Grantor for any changes to the Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, or the unauthorized wrongful acts of third persons. If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.


Signed by the parties to be effective as of the date first stated above.

Grantor:

Signature(s):

Printed Name:

  
John D. Stutz


  
Tamara L. Stutz

Grantee:

Treefolks, Inc.

Signature(s):

Printed Name:


  
Andrew Sauley

, Executive Director

#### ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 1<sup>st</sup> day of October, 2020 by John D. Stutz and Tamara L. Stutz



  
Notary Public, State of Texas

This instrument was acknowledged before me on this 19<sup>th</sup> day of MARCH, 2021, by Andrew Sauley, the EXEC. DIRECTOR of TreeFolks.



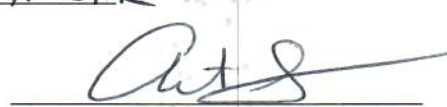
  
Notary Public, State of Texas



EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 500931

Legal Description: LOT 8 TRAILRIDERS SUBD [1-D-1]

Geographic ID: 0242900327

Type: Real

Location Address: 22412 TRAILRIDERS CV TX 78653

Neighborhood: Land Region 320

Owner Name: STUTZ JOHN D & TAMARA LOU

Owner ID: 470649

Mailing Address: 22412 TRAILRIDERS CV MANOR, TX 78653-3974

Ownership: 100.000000000000%

Type: LAND 3.0000 Acres ; IMPROVED PASTURE 20.9810 Acres

Property ID: 500931

22412 TRAILRIDERS CV 78621

STUTZ JOHN D & TAMARA



Carbon Status: YES

-  Property Boundary
-  FEMA 100yr Floodplain
-  Total Planting Area (Fullest Allowed)
-  Planting Area Suitable for Upland Plants

0 85 170 Meters

Acres	Trees
1.88	1407
1.88	1407



Date Created: 12/2/2020

Author: Valerie Tamburri, TreeFolks