Central Texas Floodplain Reforestation Project 21-22
Initial Project Design Document

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INSTRUCTIONS

Project Operators must complete and submit this Initial Credit Project Design Document (PDD) to request credits after the last tree in a project has been planted. City Forest Credits then reviews this PDD as part of the validation process along with all other required project documents. An approved third-party verifier then conducts verification. An amendment to the Project Design Document will need to be submitted for future verification at years 4, 6, 14, and 26.

The Protocol Requirements below are a list of eligibility requirements for informational purposes which are also found in the CFC Tree Planting Protocol Version 10, dated February 7, 2022.

Project Operators will enter data and supporting attachments starting on page 8 under Project Overview where you find "[Enter text here]" as thoroughly as possible and provide numbered attachments for maps and other documentation (ex: 1 – Regional Map).

PROTOCOL REQUIREMENTS

Project Operator (Section 1.1)
Identify a Project Operator for the project. A Project requires one Project Operator, which can be an entity organized and licensed under the laws of its jurisdiction or a governmental body. This is the entity who takes legal responsibility for the project and its reporting.

Commit to 26-year Project Duration in the Project Implementation Agreement (Section 1.3, 2.2)
Sign the Project Implementation Agreement. This is the 26-year agreement between the Project Operator and City Forest Credits (the "Registry") for an urban forest carbon project.

Project Location (Section 1.3)
Project must be located in or along the boundary of one of the following:

A. "Urban Area" per Census Bureau maps; see https://www.census.gov/geographies/reference-maps/2010/geo/2010-census-urban-areas.html
B. The boundary of any incorporated city or town created under the law of its state;
C. The boundary of any unincorporated city, town, or unincorporated urban area created or designated under the law of its state;
D. The boundary of any regional metropolitan planning agency or council established by legislative action or public charter;
E. The boundary of land owned, designated, and used by a municipal or quasi-municipal entity for source water or watershed protection;
F. A transportation, power transmission, or utility right of way, provided the right of way begins, ends, or passes through some portion of above criteria.

Ownership or Eligibility to Receive Potential Credits (Section 1.7)
The Project Operator must demonstrate ownership of property and eligibility to receive potential credits by meeting at least one of the following:

A. Own the land, the trees, and potential credits upon which the Project trees are located; or

B. Own an easement or equivalent property interest for a public right of way within which Project trees are located, own the Project trees and credits within that easement, and accept ownership of those Project trees by assuming responsibility for maintenance and liability for them; or
C. Have a written and signed agreement from the landowner granting ownership to the Project Operator of any credits for carbon storage or other benefits delivered by Project trees on that landowner's land. If Project trees are on private property, this agreement must be recorded in the property records of the county in which the land containing Project trees is located.

Defining the Project Area (Section 1.5)
Project Operators may include more than one planting site in a project. The initial planting of trees for all properties in a project must occur within a 36-month period or less. Project Operators may include multiple properties under one project.

Additionality (Section 4)
Project Operators must demonstrate compliance with the following additionality requirements:

- A Legal Requirements Test that declares city trees planted due to an enacted law or ordinance not eligible (Section 1.8);
- Either 1) a project-specific baseline or 2) the current version of the Registry's performance standard baseline developed in adherence with the WRI GHG Protocol (CFC Standard);
- Sign and comply with a Project Implementation Agreement with the Registry that requires a 26-year Project Duration.

Project Operators must also sign an Attestation of Additionality stating that its 26-year Project Duration commitment is additional to and longer than any commitment it makes to non-carbon project tree plantings.

Planting Designs and Quantification for Credits (Section 1.2, 10, Appendix A)
All Projects must use one of three different methods for quantifying CO_2. The quantification method used depends on the planting design. The Registry has developed spreadsheets and methods for Project Operators. The quantification methods include:

- Single Tree Quantification Method: trees planted in a dispersed or scattered design that are planted at least 10 feet apart (i.e. street trees). This method requires tracking of individual trees and tree survival for sampling and quantification.

- Clustered Quantification Method: trees planted at least 10 feet apart but are relatively contiguous and designed to create canopy over an area (i.e park-like settings). This method requires tracking change in canopy, not individual tree survival.

- Area Reforestation Quantification Method: tree planting areas greater than 5 acres and where many trees are planted closer than 10 feet. Higher tree mortality is expected and the goals are to create canopy and a forest ecosystem. Project Operators have several quantification models to choose from, all of which produce a carbon index on a per-acre basis.

Attestation of No Net Harm and No Double Counting (Section 5)
Project Operators must sign an attestation that no project shall cause net harm and no project shall seek credits on trees, properties, or projects that have already received credits.

Social Impacts (Section 11)
Project Operators will describe how the Project impacts contribute towards achievement of the global UN Sustainable Development Goals (SDGs). The Registry will supply a template to evaluate how the Project aligns with the SDGs.

Validation and Verification by Third-Party Verifiers (Sections 12 & 13)
Project compliance and quantification must be verified by a third-party verifier known as a Validation and Verification Body approved by the Registry. Protocol Appendix B provides more detail.

Issuance of Ex Ante Carbon Forward Removal Credits to Project Operator (Section 6)
The forecasted amount of CO2 stored during the project duration is the value from which the Registry issues ex ante Carbon Forward Removal Credits™. To ensure performance of the credits, the Registry issues credits at five times during the 26-year Project Duration:

- 10% of projected credits after planting
- 30% of projected credits at Year 4
- 30% of projected credits at year 6
- 10% of projected credits at Year 14
- Remaining credits issued based on quantification of CO2e at year 26

Credits for Reversal Pool Account (Section 6.3)
The Registry will issue 95% of Project credits earned and requested and will hold 5% in the Registry's Reversal Pool Account.

Understand Reversals (Section 8)
If the Project Area loses credited carbon stock, the Project Operator must return or compensate for those credits if the tree loss is due to intentional acts or gross negligence of Project Operator. If tree loss is due to fire, pests, or other acts of god (i.e., not due to the Project Operator's intentional acts or gross negligence), the Registry covers the reversed credits from its Reversal Pool Account of credits held back from all projects.

Commit to Monitoring and Reporting (Section 7)
Project Operators must submit an annual monitoring report to the Registry every year for the Project Duration. The reports must be in writing, and the Project Operator must attest to the accuracy of the reports.

Tree Sampling, Measurement, and Imaging Requirements (Appendix A)
To ensure performance of the credits, Project Operators must commit to the following at Years 4, 6, 14, and 26 based on the appropriate quantification method.

1) Single Tree
    a. Initial Credit: Use the carbon quantification tool which contains a worksheet called "Data Collection" for use in tracking each tree. In that file or another tree inventory system, document the GPS coordinates for each tree planted.

b. Years 4 and 6: Project Operators must generate a random sample of project tree sites using the Single Tree Quantification Tool. Project Operators must visit those sampled tree sites and collect data on whether the sample contains a live tree, standing dead tree, or no tree. Provide geocoded photos or imaging of a minimum sample of 20% of the trees. The tracking file includes a column where each tree is assigned a unique serial number to help with tracking each coordinate and tree picture or image.
    i. Based on this data, the number and species of project trees is adjusted and a new CO2 projected amount by Year 26 is generated.
c. Year 14: Project Operators must follow the same process as stated above for Years 4 and 6, except they must also measure DBH on the sample of trees. The DBH will be used to ensure growth curve consistent with the projected CO2 storage at Year 26.
    i. If the actual growth curves of project trees are less than was projected, the number of credits issued at Year 14 will be adjusted downward.
d. Year 26: Project Operators must generate a random sample of project trees and measure DBH on the sample of trees. The DBH will be used to calculate CO2 storage at that time. Project Operators must also submit geocoded photos of the sampled trees.
    i. Credits may be issued based on the actual CO2 storage at Year 26, minus credits already issued.

2) Clustered
    a. Initial Credit: Use the carbon quantification tool and input data. In addition, Project Operators must provide maps of the site, with boundaries, as well as a map showing the site within a larger context of land area, such as within a neighborhood, city, or region. Project Operators must document the planting through photos or imaging. Select points and take geo-coded photos that when taken together capture the newly planted trees in the project area. If site is rectilinear, take a photo at each of the corners. If the site is large, take photos at points along the perimeter looking into the project area. If necessary to capture the trees, take photos facing each of the cardinal directions while standing in the middle of the project area. If site is nonrectilinear, identify critical points along property boundaries and take photographs at each point facing in towards the middle of the site. Next, take photographs from the middle of the project area facing out at each cardinal direction.
    b. Year 4: Project Operators provide images of the Project Area from any telemetry, imaging, remote sensing, i-Tree Canopy, or UAV service, such as Google Earth and estimate the area in tree canopy cover (acres). Imaging from Google Earth with leaf-on may be used. Project Operators will calculate the percent of canopy cover from the Google Earth imaging. Projects can use i-Tree Canopy and point sampling to calculate canopy cover. Using i-Tree Canopy, continue adding points until the standard error of the estimate for both the tree and non-tree cover is less than 5%. i-Tree Canopy will supply you with the standard errors. If tree canopy cover is determined using another approach, such as image classification, a short description of the approach should be provided, as well as the QA/QC measures that were used. A tree cover classification accuracy assessment should be conducted, as with randomly placed points, and the percentage tree cover classification accuracy reported.

i. If the canopy coverage equals or exceeds 2.8% (400 trees per acre with an average canopy area of 3.14 square feet per tree (2-foot diameter of canopy) is 2.8% of an acre), then the credits projected in the Clustered Quantification Tool may be issued. If canopy coverage is below 2.8%, then the number of credits issued is reduced by the same percentage as the canopy coverage falls below 2.8%.

c. Year 6: Project Operators must follow the same process as stated above for Year 4.
   i. If the canopy coverage equals or exceeds 11.5% (400 trees per acre with an average canopy area of 12.56 square feet per tree (4-foot diameter of canopy) is 11.5% of an acre), then the credits projected in the Clustered Parks Quantification Tool may be issued. If canopy coverage is below 11.5%, then the number of credits issued is reduced by the same percentage as the canopy coverage falls below 11.5%.

d. Year 14: Project Operators must follow the same process as stated above for Years 4 and 6.
   i. If the canopy coverage equals or exceeds 46% (400 trees per acre with an average canopy area of 50 square feet per tree (8-foot diameter of canopy) is 46% of an acre), then the credits projected in the Clustered Quantification Tool may be issued. If canopy coverage is below 46%, then the number of credits issued is reduced by the same percentage as the canopy coverage falls below 46%.

e. Year 26: Project Operators must follow the same process as stated above for Years 4, 6, and 14.
   i. If the canopy coverage equals 100% of the Project Area at project outset, the credits projected in the Clustered Quantification Tool may be issued. If canopy coverage is below 100% of the Project Area, then the number of credits issued is reduced by the same percentage as the canopy coverage falls below 100%.

3) Area Reforestation
   a. Initial Credit: Project Operators must use local data or the GTR tables to demonstrate projected carbon storage by Year 26. In addition, Project Operators must provide maps of the site, with boundaries, as well as a map showing the site within a larger context of land area, such as within a neighborhood, city, or region. Project Operators must document the planting through photos or imaging. Select points and take geo-coded photos that when taken together capture the newly planted trees in the project area. If site is rectilinear, take a photo at each of the corners. If the site is large, take photos at points along the perimeter looking into the project area. If necessary to capture the trees, take photos facing each of the cardinal directions while standing in the middle of the project area. If site is nonrectilinear, identify critical points along property boundaries and take photographs at each point facing in towards the middle of the site. Next, take photographs from the middle of the project area facing out at each cardinal direction.
   b. Year 4: Project Operators must either conduct a physical tree count using plots or use imaging to determine canopy coverage at Year 4.

i. If the canopy coverage equals or exceeds 2.8% (400 trees per acre with an average canopy area of 3.14 square feet per tree (2-foot diameter of canopy) is 2.8% of an acre), then the credits projected in the Quantification Tool may be issued. If canopy coverage is below 2.8%, then the number of credits issued is reduced by the same percentage as the canopy coverage.

c. Year 6: Project Operators must either conduct a physical tree count using plots or use imaging to determine canopy coverage at Year 6.
    i. If the canopy coverage equals or exceeds 11.5% (400 trees per acre with an average canopy area of 12.56 square feet per tree (4-foot diameter of canopy) is 11.5% of an acre), then the credits projected in the Quantification Tool may be issued. If canopy coverage is below 11.5%, then the number of credits issued is reduced by the same percentage as the canopy coverage falls below 11.5%.
d. Year 14: Project Operators must either conduct a physical tree count using plots or use imaging to determine canopy coverage at Year 6.
    i. If the canopy coverage equals or exceeds 46% (400 trees per acre with an average canopy area of 50 square feet per tree (8-foot diameter of canopy) is 46% of an acre), then the credits projected in the Quantification Tool may be issued. If canopy coverage is below 46%, then the number of credits issued is reduced by the same percentage as the canopy coverage falls below 46%.
e. Year 26: Project Operators must either conduct a physical tree count using plots or use imaging to determine canopy coverage at Year 26.
    i. If the canopy coverage equals 100% of the Project Area at the project outset, the credits projected may be issued. If canopy coverage is below 100% of the Project Area, then the number of credits issued is reduced by the same percentage as the canopy coverage falls below 100%.

PROJECT OVERVIEW

Project Name: Central Texas Floodplain Reforestation Project – 21-22
Project Number: 025
Project Type: Planting Project (under the Tree Planting Protocol – version 10, dated February 7, 2022) Tree Planting – Area Reforestation Quantification Method
Project Start Date: February 12, 2022
Project Location: In central Texas, within six counties of Bastrop, Burnet, Caldwell, Hays, Travis and Williamson
Project Operator Name: TreeFolks, Inc
Project Operator Contact Information:
Organization/Entity: TreeFolks, Inc
Address: P.O. Box 1395
City: Del Valle
State: Texas
Zip: 78617
Contact(s): Valerie Tamburri, Andrew Smiley
Phone: 512-443-5323
Email: Valerie@treefolks.org, Andrew@treefolks.org

Project Description
Describe overall project goals as summarized in application (2 paragraphs max)

TreeFolks' Central Texas Floodplain Reforestation Program is an expansion of the Travis County Floodplain Reforestation Program pilot, now serving the 6 counties of Travis, Bastrop, Williamson, Caldwell, Hays, and Burnet. This program is a partnership between TreeFolks, the City of Austin Office of Sustainability, City of Austin Watershed Protection Department, Texas Parks and Wildlife and the Guadalupe-Blanco River Trust. The program, operated by TreeFolks, restores healthy forest buffers of local rivers and streams across Central Texas, to improve air and water quality, promote regional cooling, mitigate floodwaters and create wildlife habitat.

Through this project, TreeFolks planted 59,907 trees on 40.15 acres within 16 public and privately owned properties. 6,390 smaller trees and shrubs were also planted on these properties but were not included in the carbon project. Tree seedlings were planted less than 10 feet on center, with the exception of one site planted 15 feet on center, in order to provide canopy coverage in these riparian zones. Carbon Forward Removal Credits generated from this project will be sold to local businesses and the City of Austin to help meet the city's carbon neutrality goals. Using funds allocated for carbon offsets to purchase local credits from these riparian plantings keeps the City of Austin's investments localized while addressing global climate change.

LOCATION (Section 1.4)

Project Location
Describe where the Project is located and how it meets the location criteria.

The Central Texas Floodplain Reforestation Project 21-22 meets the following location criteria:

D) The boundary of any regional metropolitan planning agency or council established by legislative action or public charter

The Project Area, including all 16 planting sites, are located within the Capital Area Metropolitan Planning Organization (CAMPO). CAMPO coordinates regional transportation planning with counties, cities, Capital Metropolitan Transportation Authority, Capital Area Rural Transportation System, Central Texas Regional Mobility Authority, and the Texas Department of Transportation. Its geographic boundaries are coextensive with State Planning Region 12, which comprises the counties of Bastrop, Burnet, Caldwell, Hays, Travis and Williamson.

The property addresses are listed below:

9401 Flintrock Circle	Austin, TX	78737
7443 Onion Creek Dr	Austin, TX	78744
462 Kelley Rd	Bastrop, TX	78602
267 Winfield Thicket	Bastrop, TX	78602
620 Onion Creek Ranch Rd	Driftwood, TX	78619
19100 Fm 150 W	Driftwood, TX	78619
303 S. Creekwood Drive	Driftwood, TX	78619
1035 Old Sayers	Elgin, TX	78621
20511 Quiet Oaks Lane	Manor, TX	78653
454 FM 2104	Smithville, TX	78957
236 Winn Valley Drive	Wimberley, TX	78676
5806 FM 32	Wimberley, TX	78623
120 Milagro Lane	Wimberley, TX	78676
3300 Fischer store road	Wimberley, TX	78676
216 N Pecan View Rd	Liberty Hill, TX	78642
3105 N U.S. Hwy 183	Lockhart, TX	78644

Project Maps
Provide 1) a detailed map of the Project Area and 2) a regional-scale map that shows the Project Area within the context of relevant urban/town boundaries. Include numbered title/filename of attachments (Ex: 1 - Project Area Map)

Filenames:

1 CTFRP 21-22 Project Area Map – includes maps of all 16 planting sites. (Note: the number labelled "Estimated Trees", "Trees Planted", or "Trees" at the lower right-hand corner of each map includes all tree and shrub seedlings planted by Tree Folks, which is larger than the number of trees included in this carbon project.)

2 CTFRP 21-22 Regional Location Map
3 CTFRP 21-22 Planting Area Shapefiles

OWNERSHIP OR ELIGIBILITY TO RECEIVE POTENTIAL CREDITS (Section 1.7)

Project Operator must demonstrate ownership of potential credits or eligibility to receive potential credits. If the Project Operator is not the same as the landowner of the Project Area, provide agreement(s) between Project Operator and landowner authorizing Project Operator to execute this project. Include relevant documentation including numbered title/filename as an attachment.

Name of landowner of Project Area and explanation:

There are 16 landowners in this Project.

1. Public Land (1 Site): The landowner agrees to allow TreeFolks to transfer credits and signs a Carbon Transfer Agreement. Public site contracts will state a $3,144/acre penalty to recoup the true value of Carbon+ Credits if trees are removed before the 26 year period.

Public Landowner Name	**Parcel #**
City of Austin Watershed Protection Department	345880 - 345888, 345793 - 345817, 345823 - 345825

2. Private Land (14 sites): The landowner agrees to allow TreeFolks to transfer credits and signs a Deed Covenant. The Deed Covenant is encouraged by the nonprofit TreeFolks as a financial protection – once the nonprofit registers credits with CFC and sells them, TreeFolks would be liable for the value of those credits should a landowner cut the trees down within a 26-year period. Deed Covenant contracts will state a $3,144/acre penalty to recoup the true value of credits if trees are removed before the 26 year period.

Private Landowner Name	**Parcel #**
Blatt	R26614, R26615, R26616, R38030, R39031
Cassidy	R85723
Erattuparambil	214506
Gaeke	R16803
Graham	R94594
Gwin	R21306, R124893
Kuhns	R21482
Martinez and Nowlin	319194
Myers	R15454
Reardon	R492542
Schroeder	36122
Thompson and Williamson	R20560, R20562
Trask	R21686
Winn	R14500

3. Partner Sites (1 Site): Partners who wish to donate carbon credits from their own eligible plantings will sign the original CFC Planting Agreement to Transfer Credits, with no penalty fee included.

Partner Landowner Name	**Parcel #**
Guadalupe-Blanco River Land Trust	61214

Filenames:

4 CTFRP 21-22 Public Sites Agreement to Transfer Credits
5 CTFRP 21-22 Private Landowner Declaration of Covenants (Note: this attachment includes maps for each of the properties. The number labelled “Estimated Trees”, “Trees Planted”, or “Trees” at the lower right-hand corner of each map includes all tree and shrub seedlings planted by Tree Folks, which is larger than the number of trees included in this carbon project.)
6 CTFRP 21-22 Partner Site Agreement to Transfer Credits

PROJECT DURATION (Section 1.3, 2.2)

Project Operator commits to the 26-year project duration requirement through a signed Project Implementation Agreement with City Forest Credits.

Project Operator has committed to the 26-year project duration and signed a Project Implementation Agreement with City Forest Credits.

ATTESTATION OF PLANTING AND PLANTING AFFIRMATION (Section 3)

Complete and attach the following attestations: 1) Attestation of Planting, with supporting documentary evidence of planting such as invoices and event photos, 2) Attestation of Planting Affirmation, signed by a participating organization attesting to the tree planting. Provide any additional notes as relevant.

Project Operator has signed the Attestation of Planting and provided supporting documentary evidence of planting. A participating organization in the tree planting has signed the Planting Affirmation.

Filenames:

7 CTFRP 21-22 Project Operator Attestation of Planting_TreeFolks
8 CTFRP 21-22 Attestation of Planting Affirmation_Superior Forestry
9 CTFRP 21-22 Attestation of Planting Affirmation_GBRT
10 CTFRP 21-22 Attestation of Planting Affirmation_WPD

ADDITIONALITY (Section 4)

Complete and attach the Attestation of Additionality.

Additionality is demonstrated by Project Operators per the Protocol in the following ways and in the Attestation of Additionality.

- Project trees are not required by law or ordinance to be planted (Protocol Section 1.8). See Attestation of Planting.
- The Project did not plant trees on sites that were forested and then cleared of trees within the prior ten years (Protocol Section 1.9)
- Project trees are additional based on the Performance Standard Baseline attached to this PDD.

- Project Operator has signed a Project Implementation Agreement with City Forest Credits for 26 years.
- The 26-year Project Duration commitment is additional to and longer than any commitment our organization makes to non-carbon project tree plantings.
- Project Operator has signed the Attestation of Additionality.

Filename:

11 CTFRP 21-22 Attestation of Additionality
18 Performance Standard Baseline

PLANTING DESIGN AND CARBON QUANTIFICATION DOCUMENTATION (1.2, 10, Appendix A)

Describe the planting design and appropriate quantification method for the project – Single Tree, Clustered, or Area Reforestation. Include the project's climate zone and data collection. Outline the estimated total number of credits to be issued to the project over 26 years as well as the amount to be issued upon successful validation and verification in Year 1. Attach the quantification tool and provide the data you have collected for Project Trees.

Total number of trees planted	59,907
CO2 Index, tCO2e/acre	106.70
Project area (acres), if applicable	40.15
Total number of trees per acre, if applicable	1492
Credits attributed to the project (tCO2e)	4284
Credits after mortality deduction	N/A
Contribution to Registry Reversal Pool Account (5%) (tCO2e)	214
Total credits to be issued to the Project Operator (tCO2e)	4,070
Total credits requested to be issued in Year 1 (10% of above)	407

GHG Assertion:
Project Operator asserts that the Project results in total GHG emissions mitigation of 4,070 tons CO_2e. Project Operator will sample trees or provide images, quantify tons CO2e, and submit documentation for verification and credit issuance at Year 4, 6, 14, and 26 per the Tree Protocol and Area Reforestation Quantification Methodology. Project Operator asserts that the Project results in GHG emissions mitigation of 407 tons CO_2e after initial tree planting.

Planting was done between November 1, 2021 – February 12, 2022, following the Area Reforestation Quantification Method at 16 sites over 40.15 acres. 66,297 total seedlings were planted on a grid-like system, with 59,907 seedlings as part of this carbon project. Densities ranging from 3' x 3' spacing to 7' x 10' spacing and 15' x 15' spacing. One site (4.68 acres) was planted using a 3' x 3' spacing, 14 sites (32.07 acres) were planted using a 5 'x 5' spacing in the wetland areas (9.6 acres) and 7' x 10' spacing in the upland areas (30.5 acres), and one site (3.4 acres) was planted using a 15'x15' spacing.

Only 25% of the seedlings are expected to reach maturity. The dense planting method accounts for such a high mortality rate due to the fact that the seedlings are not cared for once planted. This method is called the Rapid Riparian Revegetation method (Guillozet et al., 2014) and it is intended to speed up the

rate of natural recruitment by mimicking nature and adding native woody competition. Over time, the grasses and shrubs that initially take over the riparian area begin to lend way to other (more permanent) species that make up the future riparian forest. Sites were chosen for reforestation where the planting area was within a floodplain, not already forested, and not a highly-incised bank (due to lack of connection to the water table).

The Central Texas Floodplain Reforestation Project 21-22 follows a similar planting method to the 2021 and 2019 Travis County Floodplain Reforestation Program projects. Therefore, TreeFolks is using the same quantification data provided by CFC's forest scientist in order to estimate the CO2 index (CI) and determine the forecasted amount of CO2 stored after 26-years. The approach for establishing carbon dioxide stored by tree canopy is outlined in an attachment prepared by Dr. Greg McPherson. Per the Area Reforestation Quantification Approach (formerly Riparian Quantification Approach), the CO2 Index is 106.7 t CO2 per acre of tree canopy.

The documentation provided by the forest scientist is included in this PDD, attachment 11.

Most Common Species:
Quercus laceyi -- Lacey Oak -- 6981
Cercis canadensis var texensis -- Texas redbud -- 4969
Carya illinoinensis -- Pecan, native -- 4344
Quercus laurifolia -- Laurel Oak – 3058
Parkinsonia aculeata -- Retama -- 2725
Quercus falcate -- Southern Red Oak –2602

See attached planting list for details of species planted per site.

Filename:
12 City Forest Credits Area Reforestation Quantification and Monitoring Standards South Central
13 CTFRP 21-22 Planting Data

CO-BENEFITS QUANTIFICATION DOCUMENTATION (Section 12 and Appendix A)

Summarize co-benefit quantification and provide supporting documentation. CFC will provide a Co-Benefits Quantification spreadsheet to Project Operators for calculating rainfall interception, reduction of certain air compounds, and energy savings.

Ecosystem Services	***Resource Units***	***Value***
Rainfall Interception (m3/yr)	4,448.5	$11,635.48
Air Quality (t/yr)	1.0371	$2,513.54
Energy: Cooling – Electricity (kWh/yr)	47,551	$3,609.12
Energy: Heating – Natural Gas (kBtu/yr)	25,220	$262.05
Grand Total ($/yr)		$18,020.20

The estimated value of ecosystem services represents $18,020.20 in costs avoided per year once trees reach 25 years old. The total estimated value of quantified co-benefits for years 25 to 50 is $450,504.88.

Estimates are taken from the CFC carbon co-benefit quantification tool for the South Climate Zone and based on deciduous and coniferous tree cover and number of acres.

Filename:
14 CTFRP 21-22 Co-Benefits Quantification

ATTESTATION OF NO DOUBLE COUNTING OF CREDITS AND NO NET HARM (Section 5)

Complete and attach the following attestation: Attestation of No Double Counting of Credits and Attestation of No Net Harm. Provide any additional notes as relevant.

TreeFolks signed the Attestation of No Double Counting of Credits and the Attestation of No Net Harm.

Filename:
15 CTFRP 21-22 Attestation of No Double Counting of Credits
16 CTFRP 21-22 Attestation of No Net Harm

SOCIAL IMPACTS (Section 11)

Project Operators shall use the Carbon Project Social Impact template to evaluate the UN Sustainable Development Goals (SDGs) to determine how a Project provides social impacts that contribute towards achievement of the global goals. CFC will provide the template. Summarize the three to five main SDGs from this Project.

The Central Texas Floodplain Reforestation Project checks boxes in each of the categories in the Project Social Impact Template, with focus on the following top five categories: Climate Action, Life Below Water, Clean Water and Sanitation and Life on Land.

The Central Texas Floodplain Reforestation Project plants forest buffers along degraded creeks, streams and rivers on public and private land. The program goals are to enhance regional cooling through new tree canopy, sequester CO2, mitigate flooding effects from storm water runoff, improve infiltration rates, improve air & water quality and create critical wildlife habitat. The trees planted are protected for at least 25 years through a deed covenant, which prohibits the removal of trees before then. The new trees will provide shade along waterways that are currently lacking tree canopy, and rebalance the ecosystem.

Planting native trees, along with encouraging landowners to plant native grasses and wildflower mixes, contribute to improving soil health on floodplain properties. Livestock must be fenced out of planting areas, which reduces soil compaction and allows vegetation to recover. Wildflowers and trees contribute food resources for pollinators and restores wildlife corridors along and within creeks and streams.

Filename:
17 CTFRP 21-22 Project Social Impacts

MONITORING AND REPORTING (Section 7)

Throughout the Project Duration, the Project Operator must report on tree conditions across the Project Area. Project Operator is required to submit an annual monitoring report on the anniversary of the date of the first Verification Report. For example, if the verification report is dated January 31, 2022, the first monitoring report will be due by January 31, 2023 and each January 31st thereafter for the duration of the project.

At Years 4, 6, 16, and 26, sampling, measurement of trees or canopy coverage, and/or quantification of CO_2e will be submitted for request of credit issuance in lieu of a monitoring report that year.

Monitoring Reports

Project Operators must submit reports in writing and must attest to the accuracy of the reports. The reports must contain any changes in eligibility status of the Project Operator and any significant tree loss. The following questions are contained in CFC's annual monitoring report template:

1. *Has the contact information for the Project Operator changed? If so, provide new information.*
2. *Have there been changes in land ownership of the Project Area?*
3. *Have there been any changes in the Project Design?*
4. *Have there been any changes in the implementation or management of the Project?*
5. *Have there been any significant changes to the site (such as flooding or human changes)?*
6. *Have there been any significant tree or canopy losses estimated to be greater than 8% of Project Trees or 8% of canopy?*
7. *Any other significant elements to report?*

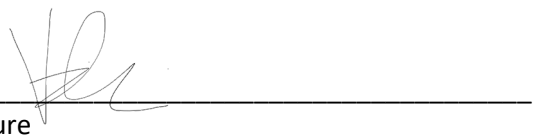
Monitoring Plans

Confirm and describe your plans for annual monitoring of this project and specifics on how sampling, measurement, and imaging (see Protocol Requirements and Appendix A) will be conducted based on your project's quantification method.

Monitoring of Project Trees will be done with geographic information systems (GIS), the Theodolite app, and canopy will be analyzed in year 4 and onward using i-Tree as well as any canopy information provided by USGS. GIS will be used to continually update Project maps and store data. The Theodolite app will be used to record photo points for all planting areas. The app includes a range of information on each photo, including coordinates and cardinal directions to ease the ongoing collection of survival data.

PROJECT OPERATOR SIGNATURE

Signed on July 7th in 2022, by Valerie Tamburri, Reforestation Manager, for TreeFolks.



Signature

Valerie Tamburri
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valerie@treefolks.org

ATTACHMENTS

1. CTFRP 21-22 Project Area Map
2. CTFRP 21-22 Regional Location Map
3. CTFRP 21-22 Planting Area Shapefiles
4. CTFRP 21-22 Public Sites Agreement to Transfer Credits
5. CTFRP 21-22 Private Landowner Declaration of Covenants
6. CTFRP 21-22 Partner Site Agreement to Transfer Credits
7. CTFRP 21-22 Project Operator Attestation of Planting_TreeFolks
8. CTFRP 21-22 Attestation of Planting Affirmation_Superior Forestry
9. CTFRP 21-22 Attestation of Planting Affirmation_GBRT
10. CTFRP 21-22 Attestation of Planting Affirmation_WPD
11. CTFRP 21-22 Attestation of Additionality
12. City Forest Credits Area Reforestation Quantification and Monitoring Standards South Central
13. CTFRP 21-22 Planting Data
14. CTFRP 21-22 Co-Benefits Quantification
15. CTFRP 21-22 Attestation of No Double Counting of Credits
16. CTFRP 21-22 Attestation of No Net Harm
17. CTFRP 21-22 Project Social Impacts
18. Performance Standard Baseline Methodology
19. Quantifying carbon dioxide storage and co-benefits for urban tree planting projects

Attachment 18
PERFORMANCE STANDARD BASELINE METHODOLOGY (Section 4, CFC Standard)

There is a second additionality methodology set out in the WRI GHG Protocol guidelines – the Performance Standard methodology. This Performance Standard essentially allows the project developer, or in our case, the developers of the protocol, to create a performance standard baseline using the data from similar activities over geographic and temporal ranges.

The common perception, particularly in the United States, is that projects must meet a project specific test. Project-specific additionality is easy to grasp conceptually. The 2014 Climate Action Reserve urban forest protocol essentially uses project-specific requirements and methods.

However, the WRI GHG Protocol clearly states that either a project-specific test or a performance standard baseline is acceptable.[1] One key reason for this is that regional or national data can give a more accurate picture of existing activity than a narrow focus on one project or organization.

Narrowing the lens of additionality to one project or one tree-planting entity can give excellent data on that project or entity, which data can also be compared to other projects or entities (common practice). But plucking one project or entity out of its regional or national context ignores all comparable regional or national data. And that regional or national data may give a more accurate standard than data from one project or entity.

By analogy: one pixel on a screen may be dark. If all you look at is the dark pixel, you see darkness. But the rest of screen may consist of white pixels and be white. Similarly, one active tree-planting organization does not mean its trees are additional on a regional basis. If the region is losing trees, the baseline of activity may be negative regardless of what one active project or entity is doing. Here is the methodology described in the WRI GHG Protocol to determine a Performance Standard baseline, together with the application of each factor to urban forestry:

Table 2.1 Performance Standard Factors

WRI Performance Standard Factor	As Applied to Urban Forestry
Describe the project activity	Increase in urban trees
Identify the types of candidates	Cities and towns, quasi-governmental entities like utilities, watersheds, and educational institutions, and private property owners
Set the geographic scope (a national scope is explicitly approved as the starting point)	Could use national data for urban forestry, or regional data
Set the temporal scope (start with 5-7 years and justify longer or shorter)	Use 4-7 years for urban forestry
Identify a list of multiple baseline candidates	Many urban areas, which could be blended mathematically to produce a performance standard baseline

[1] WRI GHG Protocol, Chapter 2.14 at 16 and Chapter 3.2 at 19.

The Performance Standard methodology approves of the use of data from many different baseline candidates. In the case of urban forestry, those baseline candidates are other urban areas.[2]

As stated above, the project activity defined is obtaining an increase in urban trees. The best data to show the increase in urban trees via urban forest project activities is national or regional data on tree canopy in urban areas. National or regional data will give a more comprehensive picture of the relevant activity (increase in urban trees) than data from one city, in the same way that a satellite photo of a city shows a more accurate picture of tree canopy in a city than an aerial photo of one neighborhood. Tree canopy data measures the tree cover in urban areas, so it includes multiple baseline candidates such as city governments and private property owners. Tree canopy data, over time, would show the increase or decrease in tree cover.

Data on Tree Canopy Change over Time in Urban Areas

The CFC quantitative team determined that there were data on urban tree canopy cover with a temporal range of four to six years available from four geographic regions. The data are set forth below:

Table 2.2 Changes in Urban Tree Canopy (UTC) by Region (from Nowak and Greenfield, 2012, see footnote 7)

City	Abs Change UTC (%)	Relative Change UTC (%)	Ann. Rate (ha UTC/yr)	Ann. Rate (m2 UTC/cap/yr)	Data Years
EAST					
Baltimore, MD	-1.9	-6.3	-100	-1.5	(2001–2005)
Boston, MA	-0.9	-3.2	-20	-0.3	(2003–2008)
New York, NY	-1.2	-5.5	-180	-0.2	(2004–2009)
Pittsburgh, PA	-0.3	-0.8	-10	-0.3	(2004–2008)
Syracuse, NY	1.0	4.0	10	0.7	(2003–2009)
Mean changes	-0.7	-2.4	-60.0	-0.3	
Std Error	0.5	1.9	35.4	0.3	
SOUTH					
Atlanta, GA	-1.8	-3.4	-150	-3.1	(2005–2009)
Houston, TX	-3.0	-9.8	−890	-4.3	(2004–2009)
Miami, FL	-1.7	-7.1	-30	-0.8	(2003–2009)
Nashville, TN	-1.2	-2.4	-300	-5.3	(2003–2008)
New Orleans, LA	-9.6	-29.2	−1120	-24.6	(2005-2009)
Mean changes	-3.5	-10.4	-160.0	-7.6	
Std Error	1.6	4.9	60.5	4.3	
MIDWEST					
Chicago, IL	-0.5	-2.7	-70	-0.2	(2005–2009)
Detroit, MI	-0.7	-3.0	-60	-0.7	(2005–2009)
Kansas City, MO	-1.2	-4.2	-160	-3.5	(2003–2009)

[2] See Nowak, et al. *"Tree and Impervious Cover Change in U.S. Cities,"* Urban Forestry and Urban Greening, 11 (2012), 21-30

City	Abs Change UTC (%)	Relative Change UTC (%)	Ann. Rate (ha UTC/yr)	Ann. Rate (m2 UTC/cap/yr)	Data Years
Minneapolis, MN	-1.1	-3.1	-30	-0.8	(2003–2008)
Mean changes	-0.9	-3.3	-80.0	-1.3	
Std Error	0.2	0.3	28.0	0.7	
WEST					
Albuquerque, NM	-2.7	-6.6	-420	-8.3	(2006–2009)
Denver, CO	-0.3	-3.1	-30	-0.5	(2005–2009)
Los Angeles, CA	-0.9	-4.2	-270	-0.7	(2005–2009)
Portland, OR	-0.6	-1.9	-50	-0.9	(2005–2009)
Spokane, WA	-0.6	-2.5	-20	-1.0	(2002–2007)
Tacoma, WA	-1.4	-5.8	-50	-2.6	(2001–2005)
Mean changes	-1.1	-4.0	-140.0	-2.3	
Std Error	0.4	0.8	67.8	1.2	

These data have been updated by Nowak and Greenfield.[3] The 2012 data show that urban tree canopy is experiencing negative growth in all four regions. The 2018 data document continued loss of urban tree cover.

Table 3 of the 2018 article shows data for all states, with a national loss of urban and community tree cover of 175,000 acres per year during the study years of 2009-2014.

To put this loss in perspective, the total land area of urban and community tree cover loss during the study years totals 1,367 square miles – equal to the combined land area of New York City, Atlanta, Philadelphia, Miami, Boston, Cleveland, Pittsburgh, St. Louis, Portland, OR, San Francisco, Seattle, and Boise.

Even though there may be individual tree planting activities that increase the number of urban trees within small geographic locations, the performance of activities to increase tree cover shows a negative baseline. The Drafting Group did not use negative baselines for the Tree Planting Protocol, but determined to use baselines of zero.

Deployment of the Performance Standard baseline methodology for a City Forest Planting Protocol is supported by conclusions that make sense and are anchored in the real world:

- With the data showing that tree loss exceeds gains from planting, new plantings are justified as additional to that decreasing canopy baseline. In fact, the negative baseline would justify as additional any trees that are protected from removal.
- Because almost no urban trees are planted now with carbon as a decisive factor, urban tree planting done to sequester carbon is additional;
- Almost no urban trees are currently planted with a contractual commitment for monitoring. Maintenance of trees is universally an intention, one that is frequently reached when budgets are cut, as in the Covid-19 era. The 25-year commitment required by this Protocol is entirely

[3] Nowak et al. 2018. "Declining Urban and Community Tree Cover in the United States," *Urban Forestry and Urban Greening,* 32, 32-55

additional to any practice in place in the U.S. and will result in substantial additional trees surviving to maturity;

- Because the urban forest is a public resource, and because public funding falls far short of maintaining tree cover and stocking, carbon revenues will result in additional trees planted or in maintenance that will result in additional trees surviving to maturity;
- Because virtually all new large-scale urban tree planting is conducted by governmental entities or non-profits, or by private property developers complying with governmental regulations (which would not be eligible for carbon credits under our protocol), and because any carbon revenues will defray only a portion of the costs of tree planting, there is little danger of unjust enrichment to developers of city forest carbon projects.

Last, The WRI GHG Protocol recognizes explicitly that the principles underlying carbon protocols need to be adapted to different types of projects. The WRI Protocol further approves of balancing the stringency of requirements with the need to encourage participation in desirable carbon projects:

Setting the stringency of additionality rules involves a balancing act. Additionality criteria that are too lenient and grant recognition for "non-additional" GHG reductions will undermine the GHG program's effectiveness. On the other hand, making the criteria for additionality too stringent could unnecessarily limit the number of recognized GHG reductions, in some cases excluding project activities that are truly additional and highly desirable. In practice, no approach to additionality can completely avoid these kinds of errors. Generally, reducing one type of error will result in an increase of the other. Ultimately, there is no technically correct level of stringency for additionality rules. GHG programs may decide based on their policy objectives that it is better to avoid one type of error than the other.[4]

The policy considerations weigh heavily in favor of "highly desirable" planting projects to reverse tree loss for the public resource of city forests.

[4] WRI GHG Protocol, Chapter 3.1 at 19.

Attachment 19
QUANTIFYING CARBON DIOXIDE STORAGE AND CO-BENEFITS FOR URBAN TREE PLANTING PROJECTS (Appendix A)

Introduction

Ecoservices provided by trees to human beneficiaries are classified according to their spatial scale as global and local (Costanza 2008) (citations for Part Two are listed in References). Removal of carbon dioxide (CO_2) from the atmosphere by urban forests is global because the atmosphere is so well-mixed it does not matter where the trees are located. The effects of urban forests on building energy use is a local-scale service because it depends on the proximity of trees to buildings.

To quantify these and other ecoservices City Forest Credits (CFC) has relied on peer-reviewed research that has combined measurements and modeling of urban tree biomass, and effects of trees on building energy use, rainfall interception, and air quality. CFC has used the most current science available on urban tree growth in its estimates of CO_2 storage (McPherson et al., 2016a). CFC's quantification tools provide estimates of co-benefits after 25 years in Resource Units (i.e., kWh of electricity saved) and dollars per year. Values for co-benefits are first-order approximations extracted from the i-Tree Streets (i-Tree Eco) datasets for each of the 16 U.S. reference cities/climate zones (https://www.itreetools.org/tools/i-tree-eco) (Maco and McPherson, 2003). Modeling approaches and error estimates associated with quantification of CO_2 storage and co-benefits have been documented in numerous publications (see References below) and are summarized here.

Carbon Dioxide Storage

Project Operators must use one of three different methods for quantifying carbon dioxide (CO2) storage in urban forest carbon projects. Selection of the quantification method depends on the planting project design:

- Single Tree Method - trees planted in a dispersed or scattered design and that are planted at least 10 feet apart (i.e. street trees). This method requires tracking of individual trees and tree survival for sampling and quantification.
- Clustered Method - to trees planted at least 10 feet apart but are relatively contiguous and designed to create canopy over an area (i.e park-like settings). This method requires tracking change in canopy, not individual tree survival
- Area Reforestation Method – tree planting areas greater than 5 acres and where many trees are planted closer than 10 feet. Higher tree mortality is expected and the goals are to create canopy and a forest ecosystem. Project Operators have several quantification models to choose from, all of which produce a carbon index on a per-acre basis.

In all cases, the estimated amount of CO2 stored 26-years after planting is calculated. The forecasted amount of CO2 stored during this time is the value from which the Registry issues ex ante Carbon Forward Removal Credits.TM

To ensure performance of the credits, the Registry issues Carbon Forward Removal Credits at five times during the 26-year Project Duration:

- 10% after planting
- 30% in Year 4, after sampling and mortality check or imaging and calculating canopy

- 30% in Year 6, after sampling and mortality check or imaging and calculating canopy
- 10% in Year 14, after measuring sampled trees or imaging and calculating canopy and
- "True-up" credits at the end of the initial Project Duration in Year 26, when CO2e is quantified from tree measurement and final credits are issued for CO2e stored minus credits already issued.

The mortality checks at Years 4 and 6 correspond to nationality mortality data that shows increased survival rates after three years and six years.

The Registry will issue 95% of Project Credits earned and will hold 5% of total credits in the Registry's Reversal Pool Account. This 5% Reversal Pool Account deduction is applied in all three quantification methods before calculation of any crediting, with these funds going into a program-wide pool to insure against unavoidable reversals due to catastrophic loss of trees.

All ex ante Carbon Forward Removal Credits convert to ex post City Forest Carbon+ Credits at Year 26 and are marked in the registry of credits.

Scientific Basis for Carbon Dioxide Quantification

Estimates of stored (amount accumulated over many years) and sequestered CO_2 (i.e., net amount stored by tree growth over one year) are based on the U.S. Forest Service's recently published technical manual and the extensive Urban Tree Database (UTD), which catalogs urban trees with their projected growth tailored to specific geographic regions (McPherson et al. 2016a, b). The products are a culmination of 14 years of work, analyzing more than 14,000 trees across the United States. Whereas prior growth models typically featured only a few species specific to a given city or region, the newly released database features 171 distinct species across 16 U.S. climate zones. The trees studied also spanned a range of ages with data collected from a consistent set of measurements. Advances in statistical modeling have given the projected growth dimensions a level of accuracy never before seen. Moving beyond just calculating a tree's diameter or age to determine expected growth, the research incorporates 365 sets of tree growth equations to project growth.

Users select their climate zone from the 16 U.S. climate zones (Fig. 1). Calculations of CO_2 stored are for a representative species for each tree-type that was one of the predominant street tree species per reference city (Peper et al., 2001). The "Reference city" refers to the city selected for intensive study within each climate zone (McPherson, 2010). About 20 of the most abundant species were selected for sampling in each reference city. The sample was stratified into nine diameter at breast height (DBH) classes (0 to 7.6, 7.6 to 15.2, 15.2 to 30.5, 30.5 to 45.7, 45.7 to 61.0, 61.0 to 76.2, 76.2 to 91.4, 91.4 to 106.7, and >106.7 cm). Typically 10 to 15 trees per DBH class were randomly chosen. Data were collected for 16 to 74 trees in total from each species. Measurements included: species name, age, DBH [to the nearest 0.1 cm (0.39 in)], tree height [to the nearest 0.5 m (1.64 ft.)], crown height [to the nearest 0.5 m (1.64 ft.)], and crown diameter in two directions [parallel and perpendicular to nearest street to the nearest 0.5 m (1.64 ft.)]. Tree age was determined from local residents, the city's urban forester, street and home construction dates, historical planting records, and aerial and historical photos.

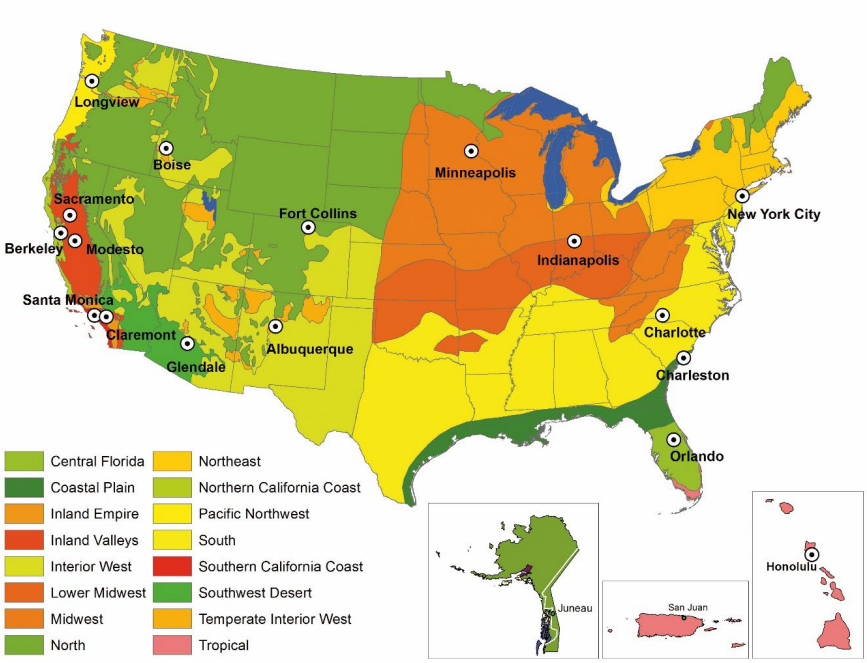

Figure 1. Climate zones of the United States and Puerto Rico were aggregated from 45 Sunset climate zones into 16 zones. Each zone has a reference city where tree data were collected. Sacramento, California was added as a second reference city (with Modesto) to the Inland Valleys zone. Zones for Alaska, Puerto Rico and Hawaii are shown in the insets (map courtesy of Pacific Southwest Research Station).

Species Assignment by Tree-Type

Representative species for each tree-type in the South climate zone (reference city is Charlotte, NC) are shown in Table 1. They were chosen because extensive measurements were taken on them to generate growth equations, and their mature size and form was deemed typical of other trees in that tree-type. Representative species were not available for some tree-types because none were measured. In that case, a species of similar mature size and form from the same climate zone was selected, or one from another climate zone was selected. For example, no Broadleaf Evergreen Large (BEL) species was measured in the South reference city. Because of its large mature size, *Quercus nigra* was selected to represent the BEL tree-type, although it is deciduous for a short time. *Pinus contorta*, which was measured in the PNW climate zone, was selected for the CES tree-type, because no CES species was measured in the South.

Table 1. Nine tree-types and abbreviations. Representative species assigned to each tree-type in the South climate zone are listed. The biomass equations (species, urban general broadleaf [UGB], urban general conifer [UGC]) and dry weight density (kg/m^3) used to calculate biomass are listed for each tree-type.

Tree-Type	Tree-Type Abbreviation	Species Assigned	DW Density	Biomass Equations
Brdlf Decid Large (>50 ft)	BDL	*Quercus phellos*	600	*Quercus macrocarpa* [1.]
Brdlf Decid Med (30-50 ft)	BDM	*Pyrus calleryana*	600	UGB [2.]
Brdlf Decid Small (<30 ft)	BDS	*Cornus florida*	545	UGB [2.]
Brdlf Evgrn Large (>50 ft)	BEL	*Quercus nigra*	797	UGB [2.]

Brdlf Evgrn Med (30-50 ft)	BEM	*Magnolia grandiflora*	523	UGB [2.]
Brdlf Evgrn Small (<30 ft)	BES	*Ilex opaca*	580	UGB [2.]
Conif Evgrn Large (>50 ft)	CEL	*Pinus taeda*	389	UGC [2.]
Conif Evgrn Med (30-50 ft)	CEM	*Juniperus virginiana*	393	UGC [2.]
Conif Evgrn Small (<30 ft)	CES	*Pinus contorta*	397	UGC [2.]
[1.] from Lefsky, M., & McHale, M.,2008. [2] from Aguaron, E., & McPherson, E. G., 2012				

Calculating Biomass and Carbon Dioxide Stored

To estimate CO_2 stored, the biomass for each tree-type was calculated using urban-based allometric equations because open-growing city trees partition carbon differently than forest trees (McPherson et al., 2017a). Input variables included climate zone, species, and DBH. To project tree size at 25-years after planting, we used DBH obtained from UTD growth curves for each representative species.

Biomass equations were compiled for 26 open-grown urban trees species from literature sources (Aguaron and McPherson, 2012). General equations (Urban Gen Broadleaf and Urban Gen Conifer) were developed from the 26 urban-based equations that were species specific (McPherson et al., 2016a). These equations were used if the species of interest could not be matched taxonomically or through wood form to one of the urban species with a biomass equation. Hence, urban general equations were an alternative to applying species-specific equations because many species did not have an equation.

These allometric equations yielded aboveground wood volume. Species-specific dry weight (DW) density factors (Table 1) were used to convert green volume into dry weight (7a). The urban general equations required looking up a dry weight density factor (in Jenkins et al. 2004 first, but if not available then the Global Wood Density Database). The amount of belowground biomass in roots of urban trees is not well researched. This work assumed that root biomass was 28% of total tree biomass (Cairns et al., 1997; Husch et al., 2003; Wenger, 1984). Wood volume (dry weight) was converted to C by multiplying by the constant 0.50 (Leith, 1975), and C was converted to CO_2 by multiplying by 3.667.

Error Estimates and Limitations

The lack of biometric data from the field remains a serious limitation to our ability to calibrate biomass equations and assign error estimates for urban trees. Differences between modeled and actual tree growth adds uncertainty to CO_2 sequestration estimates. Species assignment errors result from matching species planted with the tree-type used for biomass and growth calculations. The magnitude of this error depends on the goodness of fit in terms of matching size and growth rate. In previous urban studies the prediction bias for estimates of CO_2 storage ranged from -9% to +15%, with inaccuracies as much as 51% RMSE (Timilsina et al., 2014). Hence, a conservative estimate of error of ± 20% can be applied to estimates of total CO_2 stored as an indicator of precision.

Co-Benefit: Energy Savings

Trees and forests can offer energy savings in two important ways. In warmer climates or hotter months, trees can reduce air conditioning bills by keeping buildings cooler through reducing regional air temperatures and offering shade. In colder climates or cooler months, trees can confer savings on the fuel needed to heat buildings by reducing the amount of cold winds that can strip away heat.

Energy conservation by trees is important because building energy use is a major contributor to greenhouse gas emissions. Oil or gas furnaces and most forms of electricity generation produce CO_2 and other pollutants as by-products. Reducing the amount of energy consumed by buildings in urban areas is one of the most effective methods of combatting climate change. Energy consumption is also a costly burden on many low-income families, especially during mid-summer or mid-winter. Furthermore, electricity consumption during mid-summer can sometimes over-extend local power grids leading to rolling brownouts and other problems.

Energy savings are calculated through numerical models and simulations built from observational data on proximity of trees to buildings, tree shapes, tree sizes, building age classes, and meteorological data from McPherson et al. (2017) and McPherson and Simpson (2003). The main parameters affecting the overall amount of energy savings are crown shape, building proximity, azimuth, local climate, and season. Shading effects are based on the distribution of street trees with respect to buildings recorded from aerial photographs for each reference city (McPherson and Simpson, 2003). If a sampled tree was located within 18 m of a conditioned building, information on its distance and compass bearing relative to a building, building age class (which influences energy use) and types of heating and cooling equipment were collected and used as inputs to calculate effects of shade on annual heating and cooling energy effects. Because these distributions were unique to each city, energy values are considered first-order approximations.

In addition to localized shade effects, which were assumed to accrue only to trees within 18 m of a building, lowered air temperatures and windspeeds from increased neighborhood tree cover (referred to as climate effects) can produce a net decrease in demand for winter heating and summer cooling (reduced wind speeds by themselves may increase or decrease cooling demand, depending on the circumstances). Climate effects on energy use, air temperature, and wind speed, as a function of neighborhood canopy cover, were estimated from published values for each reference city. The percentages of canopy cover increase were calculated for 20-year-old large, medium, and small trees, based on their crown projection areas and effective lot size (actual lot size plus a portion of adjacent street and other rights-of-way) of 10,000 ft^2 (929 m^2), and one tree on average was assumed per lot. Climate effects were estimated by simulating effects of wind and air-temperature reductions on building energy use.

In the case of urban Tree Preservation Projects, trees may not be close enough to buildings to provide shading effects, but they may influence neighborhood climate. Because these effects are highly site-specific, we conservatively apply an 80% reduction to the energy effects of trees for Preservation Projects.

Energy savings are calculated as a real-dollar amount. This is calculated by applying overall reductions in oil and gas usage or electricity usage to the regional cost of oil and gas or electricity for residential customers. Colder regions tend to see larger savings in heating and warmer regions tend to see larger savings in cooling.

Error Estimates and Limitations

Formulaic errors occur in modeling of energy effects. For example, relations between different levels of tree canopy cover and summertime air temperatures are not well-researched. Another source of error stems from differences between the airport climate data (i.e., Los Angeles International Airport) used to model energy effects and the actual climate of the study area (i.e., Los Angeles urban area). Because of

the uncertainty associated with modeling effects of trees on building energy use, energy estimates may be accurate within ± 25 percent (Hildebrandt & Sarkovich, 1998).

Co-Benefit: Rainfall Interception

Forest canopies normally intercept 10-40% of rainfall before it hits the ground, thereby reducing stormwater runoff. The large amount of water that a tree crown can capture during a rainfall event makes tree planting a best management practice for urban stormwater control.

City Forest Credits uses a numerical interception model to calculate the amount of annual rainfall intercepted by trees, as well as throughfall and stem flow (Xiao et al., 2000). This model uses species-specific leaf surface areas and other parameters from the Urban Tree Database. For example, deciduous trees in climate zones with longer "in-leaf" seasons will tend to intercept more rainfall than similar species in colder areas shorter foliation periods. Model results were compared to observed patterns of rainfall interception and found to be accurate. This method quantifies only the amount of rainfall intercepted by the tree crown, and does not incorporate surface and subsurface effects on overland flow.

The rainfall interception benefit was priced by estimating costs of controlling stormwater runoff. Water quality and/or flood control costs were calculated per unit volume of runoff controlled and this price was multiplied by the amount of rainfall intercepted annually.

Error Estimates and Limitations

Estimates of rainfall interception are sensitive to uncertainties regarding rainfall patterns, tree leaf area and surface storage capacities. Rainfall amount, intensity and duration can vary considerably within a climate zone, a factor not considered by the model. Although tree leaf area estimates were derived from extensive measurements on over 14,000 street trees across the U.S. (McPherson et al., 2016a), actual leaf area may differ because of differences in tree health and management. Leaf surface storage capacity, the depth of water that foliage can capture, was recently found to vary threefold among 20 tree species (Xiao & McPherson, 2016). A shortcoming is that this model used the same value (1 mm) for all species. Given these limitations, interception estimates may have uncertainty as great as ± 20 percent.

Co-Benefit: Air Quality

The uptake of air pollutants by urban forests can lower concentrations and affect human health (Derkzen et al., 2015; Nowak et al., 2014). However, pollutant concentrations can be increased if the tree canopy restricts polluted air from mixing with the surrounding atmosphere (Vos et al., 2013). Urban forests are capable of improving air quality by lowering pollutant concentrations enough to significantly affect human health. Generally, trees are able to reduce ozone, nitric oxides, and particulate matter. Some trees can reduce net volatile organic compounds (VOCs), but others can increase them through natural processes. Regardless of the net VOC production, urban forests usually confer a net positive benefit to air quality. Urban forests reduce pollutants through dry deposition on surfaces and uptake of pollutants into leaf stomata.

A numerical model calculated hourly pollutant dry deposition per tree at the regional scale using deposition velocities, hourly meteorological data and pollutant concentrations from local monitoring stations (Scott et al., 1998). The monetary value of tree effects on air quality reflects the value that society places on clean air, as indicated by willingness to pay for pollutant reductions. The monetary

value of air quality effects were derived from models that calculated the marginal damage control costs of different pollutants to meet air quality standards (Wang and Santini 1995). Higher costs were associated with higher pollutant concentrations and larger populations exposed to these contaminants.

Error Estimates and Limitations

Pollutant deposition estimates are sensitive to uncertainties associated with canopy resistance, resuspension rates and the spatial distribution of air pollutants and trees. For example, deposition to urban forests during warm periods may be underestimated if the stomata of well-watered trees remain open. In the model, hourly meteorological data from a single station for each climate zone may not be spatially representative of conditions in local atmospheric surface layers. Estimates of air pollutant uptake may be accurate within ± 25 percent.

Conclusions

Our estimates of carbon dioxide storage and co-benefits reflect an incomplete understanding of the processes by which ecoservices are generated and valued (Schulp et al., 2014). Our choice of co-benefits to quantify was limited to those for which numerical models were available. There are many important benefits produced by trees that are not quantified and monetized. These include effects of urban forests on local economies, wildlife, biodiversity and human health and well-being. For instance, effects of urban trees on increased property values have proven to be substantial (Anderson & Cordell, 1988). Previous analyses modeled these "other" benefits of trees by applying the contribution to residential sales prices of a large front yard tree (0.88%) (McPherson et al., 2005). We have not incorporated this benefit because property values are highly variable. It is likely that co-benefits reported here are conservative estimates of the actual ecoservices resulting from local tree planting projects.

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Attachments

Public Sites Agreement to Transfer Credits

Private Landowner Declaration of Covenants

Partner Site Agreement to Transfer Credits

Project Area Map

Regional Area Map

Attestation of Planting

Attestation of Planting Affirmation

Attestation of No Double Counting and No Net Harm

Attestation of Additionality

Area Reforestation Quantification Method

Tree Planting Data

Cobenefit Quantification

Social Impacts

Public Sites Agreement to Transfer Credits

TreeFolks: Central Texas Floodplain Reforestation Program 2021-2022
Agreement to Transfer Potential Credits

This Agreement to Transfer Potential Credits ("Agreement") is entered into this 22 day of 05, 2022 (the "Effective Date") by the City of Austin Watershed Protection Department (the "Landowner") and TreeFolks, a non-profit organization (the "Project Operator") whose mission is to build community through planting and caring for trees and who has undertaken a tree-planting project ("Tree Project") on the Property of Landowner (the "Property").

1. Purpose and Intent

TreeFolks and Landowner desire to help TreeFolks fund this Tree Project by allowing TreeFolks to develop potential carbon and environmental credits that it can attempt to sell to defray project costs or to plant additional trees. The Landowner will receive the benefits of the trees planted in this project at little to no cost to the Landowner.

These potential carbon or environmental credits or offsets include amounts of carbon dioxide stored, stormwater run-off reductions, energy savings, fish habitat, and air quality benefits arising from the planting and growth of trees in the Tree Project ("Carbon+ Credits"). The Carbon+ Credits will be developed using the protocols and registry of City Forest Credits, a non-profit organization ("CFC").

2. Rights Granted

Landowner grants TreeFolks the title and rights to any and all Carbon+ Credits developed from the Tree Project during the term of this agreement, including rights to register with CFC, and develop and sell the Carbon+ Credits.

3. Subject Lands

The Property specified in Exhibit A.

4. Obligations of Landowner

Landowner shall not cut, harvest, or damage trees in the Tree Project except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

5. Obligations of TreeFolks

TreeFolks will pay all costs and assume all responsibilities for development and sale of Carbon+ Credits from the Tree Project.

6. Landowner Representations

Landowner represents that it has authority to enter this agreement, and that the Property is free from any liens, claims, encumbrances, tenancies, restrictions, or easements that would prevent or interfere with the rights to Carbon+ Credits granted under this Agreement.

7. TreeFolks Representations

TreeFolks represents that it has the capacities necessary to execute its obligations under this agreement.

8. Default

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. If the landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 4, or if it defaults for other reasons, it shall compensate the Project Operator in an amount not to exceed $3,144 per acre of land where trees are cut, harvested, or damaged or where Tree Project cannot continue. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

9. Term of Agreement and Option to Renew

This Agreement shall remain in force for 26 years after the Effective Date of the Agreement. Project Operator may renew this Agreement for a second 26 years if it delivers written notice of renewal to Landowner at least 90 days prior to expiration of this Agreement.

10. Governing Law

This agreement shall be construed and enforced in accordance with the laws of the State of Texas.

11. Parties

TreeFolks			Landowner	
Name:	Andrew W. Smiley		Name:	Jorge Morales
Title:	Executive Director		Title:	Director, Watershed Protection Department, City of Austin
Address:	10803 Platt Lane, Austin, TX 78725		Address:	505 Barton Springs Rd., Austin, TX 78704
Phone:	O: 512-443-5323 C: 412-413-7774		Phone:	(512) 560-5645
Email:	andrew@treefolks.org		Email:	jorge.morales@austintexas.gov
Signature:			Signature:	
Date:	5/22/2022		Date:	06/15/2022

EXHIBIT “A”

Legal description of property and Planting area map

Property ID: 345880

Legal Description: LOT 4 BLK C YARRABEE BEND SEC 1

Geographic ID: 0430020106

Type: R

Location Address: 7445 ONION CREEK DR AUSTIN TX 78744

Owner Name: CITY OF AUSTIN

Owner ID: 100073

Mailing Address: PO BOX 1088 AUSTIN TX 78767-1088

% Ownership: 100.0

Type: LAND: 0.1939 Acres

Property ID: 345881

Legal Description: LOT 5 BLK C YARRABEE BEND SEC 1

Geographic ID: 0430020107

Type: R

Location Address: 7443 ONION CREEK DR AUSTIN TX 78744

Owner Name: CITY OF AUSTIN

Owner ID: 100073

Mailing Address: PO BOX 1088 AUSTIN TX 78767-1088

% Ownership: 100.0

Type: LAND: 0.1823 Acres

Property ID: 345882

Legal Description: LOT 6 BLK C YARRABEE BEND SEC 3

Geographic ID: 0430020108

Type: R

Location Address: 7504 WILD ONION DR AUSTIN TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Marie Mele

Owner ID: 1664880

Mailing Address: 7504 Wild Onion Dr, Austin, TX 78744-7011

% Ownership: 100.0

Type: LAND: 0.2040 Acres

Property ID: 345883

Legal Description: LOT 7 BLK C YARRABEE BEND SEC 3

Geographic ID: 0430020109

Type: R

Location Address: 7506 WILD ONION DR AUSTIN TX 78744

Owner Name: CITY OF AUSTIN

Owner ID: 100073

Mailing Address: PO BOX 1088 AUSTIN TX 78767-1088

% Ownership: 100.0

Type: LAND: 0.1968 Acres

Property ID: 345884

Legal Description: LOT 8 BLK C YARRABEE BEND SEC 3

Geographic ID: 0430020110

Type: R

Location Address: 7508 WILD ONION DR AUSTIN TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Moses & Gabriela Robles

Owner ID: 1652147

Mailing Address: 23014 Enchanted Landing Ln, Katy, TX 77494-7576

% Ownership: 100.0

Type: LAND: 0.1810 Acres

Property ID: 345885

Legal Description: LOT 9 BLK C YARRABEE BEND SEC 3

Geographic ID: 0430020111

Type: R

Location Address: 7510 WILD ONION DR AUSTIN TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Richard & Cathy Holaway

Owner ID: 1652477

Mailing Address: 7510 Wild Onion Dr, Austin, TX 78767-1088

% Ownership: 100.0

Type: LAND: 0.1670 Acres

Property ID: 345886

Legal Description: LOT 10 BLK C YARRABEE BEND SEC 3

Geographic ID: 0430020112

Type: R

Location Address: 7600 WILD ONION DR AUSTIN TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Cynthia D Dewitt

Owner ID: 1627552

Mailing Address: 315 Voyager CV, Kyle, TX 78767-1088

% Ownership: 100.0

Type: LAND: 0.1542 Acres

Property ID: 345887

Legal Description: LOT 11 BLK C YARRABEE BEND SEC 3

Geographic ID: 0430020113

Type: R

Location Address: 7602 Wild Onion Dr, AUSTIN, TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Jorge Amaya

Owner ID: 1636924

Mailing Address: 7602 Wild Onion, AUSTIN, TX 78767-1088

% Ownership: 100.0

Type: LAND: 0.1607 Acres

Property ID: 345888

Legal Description: LOT 12 BLK C YARRABEE BEND SEC 3

Geographic ID: 0430020114

Type: R

Location Address: 7604 WILD ONION DR AUSTIN TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Cirilo P & Tiburcia Perez

Owner ID: 1631280

Mailing Address: 4408 Quick Silver BLVD, Austin, TX 78744-5655

% Ownership: 100.0

Type: LAND: 0.1607 Acres

Property ID: 345793

Legal Description: LOT 13 BLK C YARRABEE BEND SEC 3

Geographic ID: 0430000701

Type: R

Location Address: 7606 WILD ONION DR TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Linda Michael Reed

Owner ID: 1639814

Mailing Address: 7606 WILD ONION DR AUSTIN TX 78744

% Ownership: 100.0

Type: LAND: 0.1551 Acres

Property ID: 345794

Legal Description: 15FT X 115FT STRIP OF BLK C YARRABEE BEND SEC 3

Geographic ID: 0430000702

Type: R

Location Address: WILD ONION DR TX 78744

Owner Name: Public

Owner ID: 306506

Mailing Address: 00000

% Ownership: 100.0

Type: LAND: 0.0408 Acres

Property ID: 345795

Legal Description: LOT 14 BLK C YARRABEE BEND SEC 3

Geographic ID: 0430000703

Type: R

Location Address: 7610 WILD ONION DR AUSTIN TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Patricia L Alpi

Owner ID: 1634660

Mailing Address: 7610 Wild Onion Dr TX 78744

% Ownership: 100.0

Type: LAND: 0.1521 Acres

Property ID: 345796

Legal Description: LOT 15 BLK C YARRABEE BEND SEC 3

Geographic ID: 0430000704

Type: R

Location Address: 7612 WILD ONION DR TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Eufracio P Reyes

Owner ID: 1674692

Mailing Address: 8325 Panadero Dr Austin TX 78747-2744

% Ownership: 100.0

Type: LAND: 0.1546 Acres

Property ID: 345797

Legal Description: LOT 16 BLK C YARRABEE BEND SEC 3

Geographic ID: 0430000705

Type: R

Location Address: 7614 WILD ONION DR TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Mary Gwen Piland

Owner ID: 1634660

Mailing Address: 7614 Wild Onion Dr Austin TX 78744

% Ownership: 100.0

Type: LAND: 0.1464 Acres

Property ID: 345798

Legal Description: LOT 17 BLK C YARRABEE BEND SEC 3 (PRORATE 1/1/16 TO 1/15/16)

Geographic ID: 0430000706

Type: R

Location Address: 7616 WILD ONION DR TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Guadalupe & Lydia J Huerta

Owner ID: 1671812

Mailing Address: 7616 Wild Onion Dr Austin TX 78744

% Ownership: 100.0

Type: LAND: 0.1530 Acres

Property ID: 345799

Legal Description: LOT 18 BLK C YARRABEE BEND SEC 3

Geographic ID: 0430000707

Type: R

Location Address: 7700 WILD ONION DR TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Sabas & Betty Lou Amaya

Owner ID: 1634660

Mailing Address: 135 Trinity Drive Kyle TX 78640-4330

% Ownership: 100.0

Type: LAND: 0.1497 Acres

Property ID: 345800

Legal Description: LOT 19 BLK C YARRABEE BEND SEC 4

Geographic ID: 0430000708

Type: R

Location Address: 7702 WILD ONION DR TX 78744

Owner Name: CITY OF AUSTIN

Owner ID: 100073

Mailing Address: PO BOX 1088 AUSTIN TX 78767-1088

% Ownership: 100.0

Type: LAND: 0.1728 Acres

Property ID: 345801

Legal Description: LOT 20 BLK C YARRABEE BEND SEC 4

Geographic ID: 0430000709

Type: R

Location Address: 7704 WILD ONION DR TX 78744

Owner Name: CITY OF AUSTIN

Owner ID: 100073

Mailing Address: PO BOX 1088 AUSTIN TX 78767-1088

% Ownership: 100.0

Type: LAND: 0.2415 Acres

Property ID: 345802

Legal Description: LOT 1 BLK L YARRABEE BEND SEC 4

Geographic ID: 0430000710

Type: R

Location Address: 5601 KATYDID LN TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Craig W Harms

Owner ID: 1663703

Mailing Address: 5601 Katydid Ln Austin TX 78744

% Ownership: 100.0

Type: LAND: 0.2282 Acres

Property ID: 345803

Legal Description: LOT 2 BLK L YARRABEE BEND SEC 4

Geographic ID: 0430000711

Type: R

Location Address: 5603 KATYDID LN TX 78744

Owner Name: CITY OF AUSTIN

Owner ID: 100073

Mailing Address: PO BOX 1088 AUSTIN TX 78767-1088

% Ownership: 100.0

Type: LAND: 0.1382 Acres

Property ID: 345804

Legal Description: LOT 3 BLK L YARRABEE BEND SEC 4

Geographic ID: 0430000712

Type: R

Location Address: 5605 KATYDID LN TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Dianna M Williams

Owner ID: 1672071

Mailing Address: 5605 Katydid Ln Austin TX 78744

% Ownership: 100.0

Type: LAND: 0.1449 Acres

Property ID: 345805

Legal Description: LOT 4 BLK L YARRABEE BEND SEC 4 (PRORATE 1/1/17 TO 1/17/17)

Geographic ID: 0430000713

Type: R

Location Address: 5607 KATYDID LN TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Patrick F Gallo

Owner ID: 1711042

Mailing Address: PO BOX 90083 AUSTIN TX 78709-0083

% Ownership: 100.0

Type: LAND: 0.1433 Acres

Property ID: 345806

Legal Description: LOT 5 BLK L YARRABEE BEND SEC 4

Geographic ID: 0430000714

Type: R

Location Address: 5609 KATYDID LN TX 78744

Owner Name: CITY OF AUSTIN

Owner ID: 100073

Mailing Address: PO BOX 1088 AUSTIN TX 78767-1088

% Ownership: 100.0

Type: LAND: 0.1479 Acres

Property ID: 345807

Legal Description: LOT 6 BLK L YARRABEE BEND SEC 4

Geographic ID: 0430000715

Type: R

Location Address: 5611 KATYDID LN TX 78744

Owner Name: CITY OF AUSTIN

Owner ID: 100073

Mailing Address: PO BOX 1088 AUSTIN TX 78767-1088

% Ownership: 100.0

Type: LAND: 0.1399 Acres

Property ID: 345808

Legal Description: LOT 7 BLK L YARRABEE BEND SEC 4

Geographic ID: 0430000716

Type: R

Location Address: 5613 KATYDID LN TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Jose Alejandro Navarro

Owner ID: 1672009

Mailing Address: 9410 CARSON CREEK BLVD DEL VALLE TX 78617-2140

% Ownership: 100.0

Type: LAND: 0.1464 Acres

Property ID: 345809

Legal Description: LOT 8 BLK L YARRABEE BEND SEC 4

Geographic ID: 0430000717

Type: R

Location Address: 5615 KATYDID LN TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Julie Jeanine Benziger

Owner ID: 1663235

Mailing Address: 5412 HARTSON KYLE TX 78640-9205

% Ownership: 100.0

Type: LAND: 0.1441 Acres

Property ID: 345810

Legal Description: LOT 9 BLK L YARRABEE BEND SEC 4

Geographic ID: 0430000718

Type: R

Location Address: 5617 KATYDID LN TX 78744

Owner Name: CITY OF AUSTIN

Owner ID: 100073

Mailing Address: PO BOX 1088 AUSTIN TX 78767-1088

% Ownership: 100.0

Type: LAND: 0.1430 Acres

Property ID: 345811

Legal Description: LOT 1 YARRABEE BEND SEC 4-A(PRORATE 01/01/18 TO 04/09/18)

Geographic ID: 0430000719

Type: R

Location Address: 5619 KATYDID LN TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Isaac Spencer

Owner ID: 1761247

Mailing Address: PO BOX 3024 PFLUGERVILLE TX 78691-3024

% Ownership: 100.0

Type: LAND: 0.1444 Acres

Property ID: 345812

Legal Description: 15X113.10FT OF WALKWAY BLK L YARRABEE BEND SEC 4

Geographic ID: 0430000720

Type: R

Location Address: KATYDID LN TX 78744

Owner Name: PUBLIC

Owner ID: 306506

Mailing Address: 00000

% Ownership: 100.0

Type: LAND: 0.0395 Acres

Property ID: 345813

Legal Description: LOT 2 YARRABEE BEND SEC 4-A

Geographic ID: 0430000721

Type: R

Location Address: 5701 KATYDID LN TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Gilka W Cespedes

Owner ID: 1672096

Mailing Address: 5701 KATYDID LN AUSTIN TX 78744

% Ownership: 100.0

Type: LAND: 0.1393 Acres

Property ID: 345814

Legal Description: LOT 12 BLK L YARRABEE BEND SEC 4

Geographic ID: 0430000722

Type: R

Location Address: 5703 KATYDID LN TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Rebecca S Harper & James Lopez

Owner ID: 1692222

Mailing Address: PO BOX 1008 AUSTIN TX 78767

% Ownership: 100.0

Type: LAND: 0.1427 Acres

Property ID: 345815

Legal Description: LOT 13 BLK L YARRABEE BEND SEC 4

Geographic ID: 0430000723

Type: R

Location Address: 5705 KATYDID LN TX 78744

Owner Name: CITY OF AUSTIN

Owner ID: 100073

Mailing Address: PO BOX 1008 AUSTIN TX 78767

% Ownership: 100.0

Type: LAND: 0.1450 Acres

Property ID: 345816

Legal Description: LOT 14 BLK L YARRABEE BEND SEC 4

Geographic ID: 0430000724

Type: R

Location Address: 5707 KATYDID LN TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Jose Oscar Sorto

Owner ID: 1714823

Mailing Address: 5707 KATYDID LN AUSTIN TX 78744

% Ownership: 100.0

Type: LAND: 0.1438 Acres

Property ID: 345817

Legal Description: LOT 15 BLK L YARRABEE BEND SEC 4

Geographic ID: 0430000725

Type: R

Location Address: 5709 KATYDID LN TX 78744

Owner Name: CITY OF AUSTIN

Owner ID: 100073

Mailing Address: PO BOX 1088 AUSTIN TX 78767-1088

% Ownership: 100.0

Type: LAND: 0.1430 Acres

Property ID: 345823

Legal Description: LOT 3 YARRABEE BEND SEC 4-A

Geographic ID: 0430000731

Type: R

Location Address: 7411 ONION CREEK DR TX

Owner Name: CITY OF AUSTIN

Owner ID: 100073

Mailing Address: PO BOX 1088 AUSTIN TX 78767-1088

% Ownership: 100.0

Type: LAND: 0.2726 Acres

Property ID: 345824

Legal Description: LOT 4 YARRABEE BEND SEC 4-A

Geographic ID: 0430000732

Type: R

Location Address: 7409 Onion Creek Dr TX 78744

Owner Name: CITY OF AUSTIN

Secondary Name: Mike & Oralia Torres Vallejo

Owner ID: 1714833

Mailing Address: 175 WOODBROOK TRL BUDA TX 78610-5853

% Ownership: 100.0

Type: LAND: 0.2137 Acres

Property ID: 345825

Legal Description: LOT 23 BLK L YARRABEE BEND SEC 4

Geographic ID: 0430000733

Type: R

Location Address: 7407 ONION CREEK DR TX

Owner Name: CITY OF AUSTIN

Secondary Name: Elisabeth Madrigal

Owner ID: 1639820

Mailing Address: 7407 ONION CREEK DR AUSTIN TX 78744

% Ownership: 100.0

Type: LAND: 0.2032 Acres

TREEFOLKS

Property Address: 7443 Onion Creek Dr Austin, TX
Property IDs: 345880-345888, 345793-345817, 345823-345825

COA-ONION CREEK

- Planting Area Suitable for Wetland Plants
- Planting Area Suitable for Upland Plants
- Travis_Land_Parcels
- Travis_Floodplains

Estimated Acres:	Estimated Trees:
Wetland_ac	**Wetland_tr**

Upland_ac	Upland_tr
4.68	16297

Author: Valerie Tamburri, TreeFolks Date Created: 1/20/22

Private Landowner Declaration of Covenants

22019411 RESTRICTIONS Total Pages: 8
Filed and Recorded: 4/20/22 8:19 AM

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 26 day of Oct, 2021, by Howard Blatt, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 11.18 acres, more or less, located in Hays County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, 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 Landowner at no charge, and Landowner 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, Landowner desires to transfer to TreeFolks all of Landowner'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 or other entities and proceeds 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, Landowner 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 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, 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 Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

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 credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity 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 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 Project Operator, 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 Landowner and the Project Operator.

6. 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.

7. 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.

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 to be effective as of the date first stated above.

Landowner:
Signature(s): Howard J Blatt

Printed Name: HOWARD BLATT

Project Operator: Treefolks, Inc.

Signature(s):

Printed Name: Andrew Smiley, Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 26th day of OCTOBER, 2021, by HOWARD BLATT.

PATRIZIA TESCARI
Notary ID #132403996
My Commission Expires
March 13, 2024

Notary Public, State of TEXAS

This instrument was acknowledged before me on this 3 day of March, 2022, by Andrew Smiley, the EXEC. DIR. of TreeFolks.

ALICIA ANDERSON
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 03/13/2022
NOTARY ID 3148732-7

Notary Public, State of Texas

EXHIBIT "A"

Legal description of properties and Planting area map

Property ID: R26614

Legal Description: DRIFTWOOD FALLS ESTATES, LOT 51, ACRES 1.539

Geographic ID: 11-2588-0000-05100-4

Type: Real

Location Address: S CREEKWOOD DR, DRIFTWOOD, TX 78619

Neighborhood: DRFA

Owner Name: BLATT HOWARD E & JONES CHARLA LYNN

Owner ID: O9138805

Mailing Address: 303 S Creekwood DR, Driftwood, TX 78619-9734

% Ownership: 100.0

Type: C1-Vac Residential Platted Lots: 1.539 Acres

Property ID: R26615

Legal Description: DRIFTWOOD FALLS ESTATES, LOT 52, ACRES 1.135

Geographic ID: 11-2588-0000-05200-4

Type: Real

Location Address: S CREEKWOOD DR, DRIFTWOOD, TX 78619

Neighborhood: DRFA

Owner Name: BLATT HOWARD E & JONES CHARLA LYNN

Owner ID: O9138805

Mailing Address: 303 S Creekwood DR, Driftwood, TX 78619-9734

% Ownership: 100.0

Type: C1-Vac Residential Platted Lots: 1.135 Acres

Property ID: R26616

Legal Description: DRIFTWOOD FALLS ESTATES, LOT 53, ACRES 1.353

Geographic ID: 11-2588-0000-05300-4

Type: Real

Location Address: S CREEKWOOD DR, DRIFTWOOD, TX 78619

Neighborhood: DRFA

Owner Name: BLATT HOWARD E & JONES CHARLA LYNN

Owner ID: O9138805

Mailing Address: 303 S Creekwood DR, Driftwood, TX 78619-9734

% Ownership: 100.0

Type: C1-Vac Residential Platted Lots: 1.353 Acres

Property ID: R38030

Legal Description: PIER BRANCH SUBD, LOT 1, ACRES 2.24

Geographic ID: 11-6458-0000-00100-4

Type: Real

Location Address: CREEKWOOD DR, DRIFTWOOD, TX 78619

Neighborhood: PIER

Owner Name: BLATT HOWARD E & JONES CHARLA LYNN

Owner ID: O9138805

Mailing Address: 303 S Creekwood DR, Driftwood, TX 78619-9734

% Ownership: 100.0

Type: C1-Vac Residential Platted Lots: 2.24 Acres

Property ID: R38031

Legal Description: PIER BRANCH SUBD, LOT 2, ACRES 1.338

Geographic ID: 11-6458-0000-00200-4

Type: Real

Location Address: 303 S CREEKWOOD DR, DRIFTWOOD, TX 78619

Neighborhood: PIER

Owner Name: BLATT HOWARD E & JONES CHARLA LYNN

Owner ID: O9138805

Mailing Address: 303 S Creekwood DR, Driftwood, TX 78619-9734

% Ownership: 100.0

Type: C1-Vac Residential Platted Lots: 1.338 Acres

TREEFOLKS

Property IDs: R26614, R26615, R26616, R38030, R38031

303 S. Creekwood Drive Driftwood, TX

HOWARD BLATT

Planting_Area_Suitable_for_Wetland_Plants

Planting_Area_Suitable_for_Upland_Plants

Hays_Floodplains

Hays_Land_Parcels

Acres:	Trees Planted:
Wetland_ac	**Wetland_tr**
0.02	32
Upland_ac	**Upland_tr**
1.16	1767

Author: Valerie Tamburri, TreeFolks

Date Created: 03/08/22

THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22019411 RESTRICTIONS
04/20/2022 08:19:50 AM Total Fees: $50.00

Elaine H. Cárdenas

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

22019410 RESTRICTIONS Total Pages: 8
Filed and Recorded: 4/20/22 8:19 AM

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 29 day of Sept, 2021, by and between Cynthia Luongo Cassidy, hereinafter called "Landowner," and TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 5 acres, more or less, located in Hays County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," of which less than 1 acre is designated and referred to as the "Planting Area" as shown in Exhibit "B", and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, 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 Landowner at no charge, and Landowner desires to allow the planting of such trees in the Planting Area and, as provided herein, commits to allow the trees to remain in the Planting Area for a period of at least twenty-five (25) years, and,

WHEREAS, Landowner desires to transfer to TreeFolks all of Landowner's rights to receive and interest in the carbon credits that will be generated by this reforestation project in the Planting Area and may be issued by City Forest Credits, which credits are expected to be sold by TreeFolks to the City of Austin or other entities and proceeds 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, Landowner hereby declares that the Planting Area of 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 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, it shall compensate TreeFolks in an amount not to exceed $3,144 per acre of land in the Planting Area where trees are cut, harvested, or damaged or where a Tree Project cannot continue, but in no event shall Landowner be liable beyond such amounts. The parties agree that the actual damages that might be sustained by Treefolks by reason of a breach by Landowner are uncertain and would be difficult to ascertain, and that the foregoing sums would be reasonable compensation for such breach.

2. TreeFolks agrees to provide and arrange for the planting of trees in the Planting Area as outlined in Exhibit "B" in areas that are acceptable to Landowner and to TreeFolks , and Landowner agrees to allow the planting of such trees in the Planting Area of the Property.

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 credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity of such credits for funds that will be paid to TreeFolks in return for the sale of the credits by TreeFolks.

CLC

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 Project Operator, 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 Landowner and the Project Operator.

6. 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, actions by civil authorities, 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.

7. 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 gross negligence or willful malfeasance of Landowner, its officers, members, employees and agents is excluded from this Agreement to indemnify and hold harmless.

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

CLC

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

Landowner:
Signature(s): Cynthia L. Cassidy

Printed Name: Cynthia Luongo Cassidy

Project Operator: Treefolks, Inc.

Signature(s): _____

Printed Name: Andrew Smiley, Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 29 day of September, 2021, by Cynthia L. Cassidy.

ANNICK P. MADDOX
MY COMMISSION EXPIRES
DECEMBER 16, 2023
NOTARY ID: 132284044

Notary Public, State of Texas

This instrument was acknowledged before me on this 3 day of March, 2022, by ANDREW SMILEY, the EXEC. DIR. of TreeFolks.

ALICIA ANDERSON
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP 03/13/2022
NOTARY ID 13148732-7

Notary Public, State of _____

CLC

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: R85723

Legal Description: ONION CREEK RANCH SUBD, LOT 11, ACRES 5.0146

Geographic ID: 11-6089-0000-01100-4

Type: Real

Location Address: 620 ONION CREEK RANCH DR, DRIFTWOOD, TX 78619

Neighborhood: ONIC

Owner Name: LUONGO, CYNTHIA H

Owner ID: O9134272

Mailing Address: 620 ONION CREEK RANCH DR

DRIFTWOOD, TX 78619-4242

% Ownership: 100.0

Type: NPF: 1.00 acre; NPG: 4.0146

TREEFOLKS Property ID: 85723 620 Onion Creek Ranch Rd Driftwood, TX CINDY CASSIDY

Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants
Hays_Land_Parcels
Hays_Floodplains

Author: Valerie Tamburri, TreeFolks Date Created: 3/08/22

Acres: **Trees Planted:**

Wetland_ac	Wetland_tr
0.11	205

Upland_ac	Upland_tr
0.7	1057

THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22019410 RESTRICTIONS
04/20/2022 08:19:50 AM Total Fees: $50.00

Elaine H. Cárdenas

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

8 pgs 2022061700

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 13 day of Sept, 20 21 by Parambil Ranch, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 1 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, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, 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 Landowner at no charge, and Landowner 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, Landowner desires to transfer to TreeFolks all of Landowner'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 or other entities and proceeds 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, Landowner 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 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, 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 Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

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 credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity 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 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 Project Operator, 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 Landowner and the Project Operator.

6. 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.

7. 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.

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 to be effective as of the date first stated above.

Landowner:
Signature(s): _____ _____

Printed Name: Joswin Erattuparambil Anjali Erattuparambil

Project Operator: Treefolks, Inc.

Signature(s): _____

Printed Name: _____, Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 13 day of SEPTEMBER, 2021, by Joswin and Anjali Erattuparambil

JOSHUA M WHATLEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-22-24
Notary ID # 13244755-6

SEAL

_____

Notary Public, State of TEXAS

This instrument was acknowledged before me on this ____ day of _____, 20___, by _____, the _____ of TreeFolks.

_____

Notary Public, State of _____

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 13 day of Sept, 2021 by Parambil Ranch, 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 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: Joswin Erattuparambil Anjali Erattuparambil

Grantee: Treefolks, Inc.

Signature(s): _____

Printed Name: Andrew Smiley, Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 13 day of SEPTEMBER, 2021, by Joswin and Anjali Erattuparambil.

JOSHUA M WHATLEY
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-22-24
Notary ID # 13244755-6

SEAL

_____
Notary Public, State of TEXAS

This instrument was acknowledged before me on this 3 day of March, 2022, by Andrew Smiley, the EXEC. DIR. of TreeFolks.

ALICIA ANDERSON
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 03/13/2022
NOTARY ID 13148732-7

SEAL

_____
Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 214506

Legal Description: ABS 438 SUR 35 JENNINGS G C ACR 1.000

Geographic ID: 0218800459

Type: R

Location Address: 20511 QUIET OAKS LN TX 78653

Neighborhood: _RGN307

Owner Name: PARAMBIL RANCH LLC

Owner ID: 1690355

Mailing Address: 10723 BRAMBLE CREST DR AUSTIN TX 78726-1915

% Ownership: 100.0

Type: LAND: 1.00 Acres

TREEFOLKS Property ID: 214506 20511 Quiet Oaks Lane Manor, TX ERATTUPARAMBIL

Travis_Land_Parcels
Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants

Acres:		Trees Planted:	
Wetland_ac	**Upland_ac**	**Wetland_tr**	**Upland_tr**
0.27	0.15	491	328

Author: Valerie Tamburri, TreeFolks Date Created: 03/08/22

RETURN

TREEFOLKS
10803 PLATT LN
AUSTIN, TX 78625

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rebecca Guerrero, County Clerk
Travis County, Texas

2022061700

Apr 05, 2022 08:25 AM

Fee: $54.00 PEREZTA

22019412 RESTRICTIONS Total Pages: 6
Filed and Recorded: 4/20/22 8:19 AM

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 1 day of OCT., 2021, by EARNEST D GAEKE, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 16 acres, more or less, located in HAYS County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, 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 Landowner at no charge, and Landowner 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, Landowner desires to transfer to TreeFolks all of Landowner'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 or other entities and proceeds 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, Landowner 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 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, 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 Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

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 credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity 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 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 Project Operator, 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 Landowner and the Project Operator.

6. 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.

7. 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.

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 to be effective as of the date first stated above.

Landowner:
Signature(s): E. Dwaine Gaeke Anna Catherine Gaeke

Printed Name: E. DWAINE GAEKE Anna Catherine Gaeke

Project Operator: ~~Treefolks, Inc.~~

Signature(s):

Printed Name: Andrew Smiley, Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 1 day of October, 2021, by Earnest Gaeke.

ESSENCE TRUESDELL
Notary Public, State of Texas
My Commission expires
January 18, 2023
ID # 13186058-3

Notary Public, State of Texas

This instrument was acknowledged before me on this 3 day of March, 2022, by Andrew Smiley, the EXEC. DIR. of TreeFolks.

ALICIA ANDERSON
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 03/13/2022
NOTARY ID 13148732-7

Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: R16803

Legal Description: A0347 CONRAD OVERLAND SURVEY & A0256 JOHN INGRAM SURVEY, ACRES 16.0485 (1.25 AC HS)

Geographic ID: 10-0347-0005-00000-8

Type: Real

Location Address: 3300 FISCHER STORE RD, WIMBERLEY, TX 78676

Neighborhood: 8ABS

Owner Name: GAEKE EARNEST DWAINE & CATHERINE M

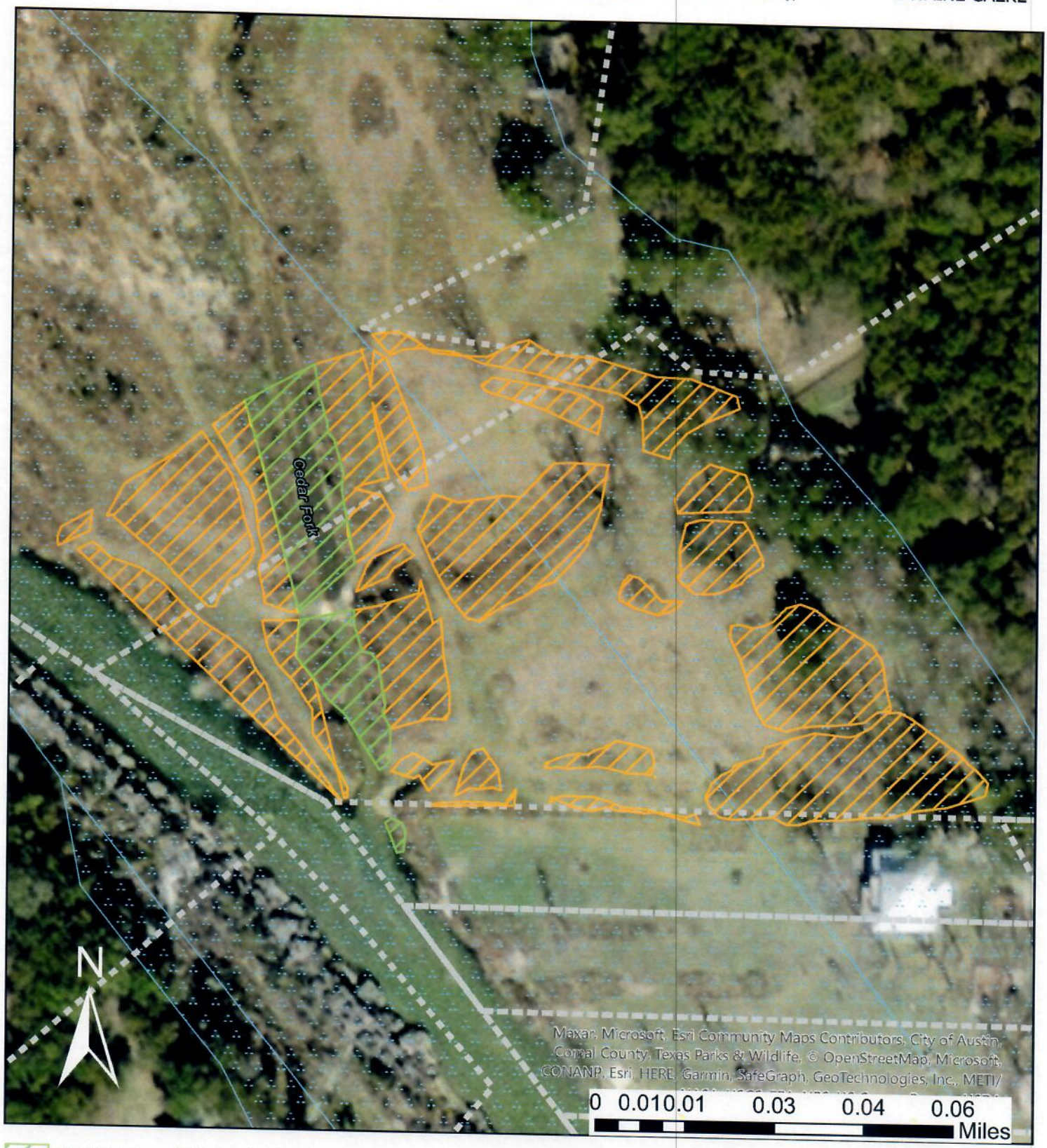
Owner ID: O9133369

Mailing Address: 3300 FISCHER STORE RD, WIMBERLEY, TX 78676

% Ownership: 100

Type: WLM-NPG: 14.7985; E5: 1.25

TREEFOLKS Property ID: 16803 3300 Fischer Store Rd Wimberley, TX DWAINE GAEKE



Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants
Hays_Land_Parcels
Hays_Floodplains

Author: Valerie Tamburri, TreeFolks Date Created: 1/20/22

Estimated Acres:	Estimated Trees:
Wetland_ac	**Wetland_tr**
0.31	493
Upland_ac	**Upland_tr**
1.79	2682

THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22019412 RESTRICTIONS
04/20/2022 08:19:50 AM Total Fees: $42.00

Elaine H. Cárdenas

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

7 pgs
AGREE

202207395

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 9 day of SEPT, 2021 by ROBERT + MARGARET G. RATHER, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 10 acres, more or less, located in BASTROP County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, 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 Landowner at no charge, and Landowner 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, Landowner desires to transfer to TreeFolks all of Landowner'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 or other entities and proceeds 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, Landowner 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 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, 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 Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

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 credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity 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 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 Project Operator, 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 Landowner and the Project Operator.

6. 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.

7. 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.

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 to be effective as of the date first stated above.

Landowner:
Signature(s): Robert Graham Margaret Graham

Printed Name: ROBERT GRAHAM Margaret Graham

Project Operator: Treefolks, Inc.

Signature(s):

Printed Name: Andrew Smiley, Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 17 day of September, 2021, by Robert Graham + Margaret Graham

Notary Public, State of Texas

CHAD RONALD COLLINS
Notary Public, State of Texas
Comm. Expires 05-20-2023
Notary ID 132019475

This instrument was acknowledged before me on this 13 AWS day of March AWS, 2022 AWS, by Andrew Smiley, the Exec. Dir. of TreeFolks.

Notary Public, State of Texas

ALICIA ANDERSON
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 03/13/2022
NOTARY ID 13148732-7

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 94594

Legal Description: A303 STOVAL, GEO. H., ACRES 10.0000

Geographic ID: R94594

Type: Real

Location Address: 1035 OLD SAYERS RD, ELGIN, TX 78621

Neighborhood: ELGIN RURAL 002

Owner Name: GRAHAM, ROBERT & MARGARET

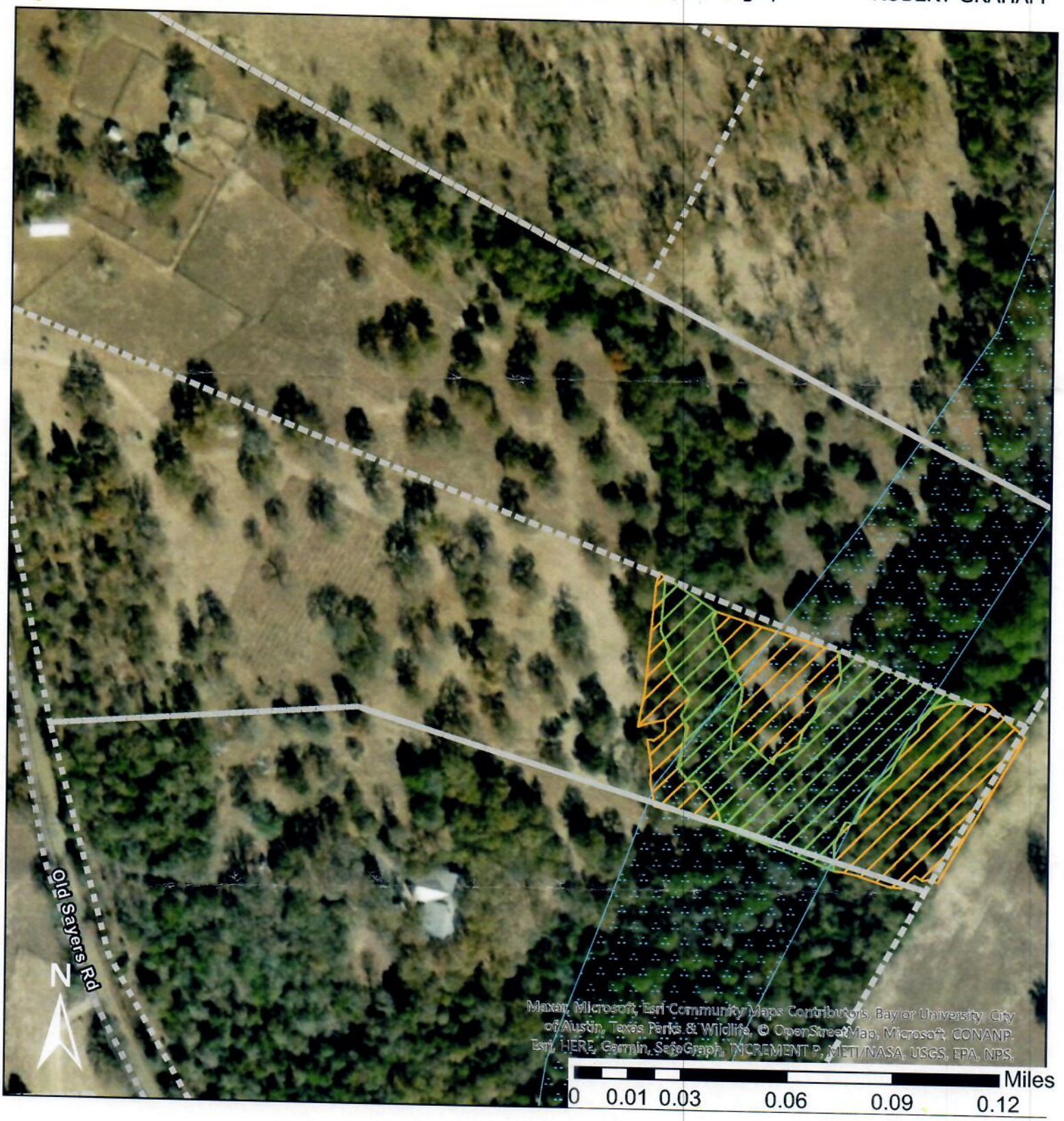
Owner ID: 755126

Mailing Address: 2405 RODEO DR, AUSTIN, TX 78727

% Ownership: 100.0

Type: IP Improved Pasture 8.0 acres; NP Native Pasture 2.0 acres

TREEFOLKS Property ID: 94594 1035 Old Sayers Elgin, TX ROBERT GRAHAM



Planting_Area_Suitable_for_Wetland_Plants
Planting_Area_Suitable_for_Upland_Plants
Bastrop_Floodplains
Bastrop_Land_Parcels

Acres: **Trees:**

Wetland_ac	Wetland_tr
1.27	2103
Upland_ac	**Upland_tr**
1.45	2213

Author: Valerie Tamburri, TreeFolks Date Created: 03/08/22

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

KRISTA BARTSCH, County Clerk
Bastrop Texas
April 08, 2022 10:32:34 AM
FEE: $46.00
AGREE

MARSHALINHART

202207395

6 pgs
AGREE

202209581

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 15 day of April, 2022 by Jennifer & Mark Gwin, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 6 acres, more or less, located in Bastrop County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, 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 Landowner at no charge, and Landowner 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, Landowner desires to transfer to TreeFolks all of Landowner'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 or other entities and proceeds 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, Landowner 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 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, 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 Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

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 credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity 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 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 Project Operator, 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 Landowner and the Project Operator.

6. 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.

7. 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.

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 to be effective as of the date first stated above.

Landowner:
Signature(s): _____ _____

Printed Name: Jennifer Pietz-Gwin Mark Gwin

Project Operator: Treefolks, Inc.

Signature(s): _____

Printed Name: Andrew Smiley, Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 15 day of April, 2022, by Mark Gwin & Jennifer Pietz-Gwin

DEBORAH T. CABAZA
Notary Public, State of Texas
My Comm. Exp. 02-23-2023
ID No. 124440033

_____
Notary Public, State of Texas

This instrument was acknowledged before me on this 29th day of APRIL, 2022, by ANDREW SMILEY, the EXECUTIVE DIRECTOR of TreeFolks.

_____
Notary Public, State of Texas

ABDELAZIZ BOUDJENANA
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 130662120
MY COMM. EXP. 06-03-2024

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 21306

Legal Description: Whispering Pines, Lot 13 A, ACRES 5.538, (RESUB OF LOTS 13 & 14)

Geographic ID: R21306

Type: Real

Location Address:

Neighborhood: SMITHVILLE RURAL 001

Owner Name: GWIN, MARK & JENNIFER

Owner ID: 741091

Mailing Address: 531 SANDALWOOD LN, SAN ANTONIO, TX 78216-6915

% Ownership: 100.0

Type: TOAD Lost Pines Toad Habitat 4.538; TOAD Lost Pines Toad Habitat 1.0

Property ID: 124893

Legal Description: Whispering Pines, Lot 12 - A, ACRES 0.802, (AMENDED PLAT)

Geographic ID: R124893

Type: Real

Location Address:

Neighborhood: SMITHVILLE RURAL 001

Owner Name: GWIN, MARK & JENNIFER

Owner ID: 741091

Mailing Address: 531 SANDALWOOD LN, SAN ANTONIO, TX 78216-6915

% Ownership: 100.0

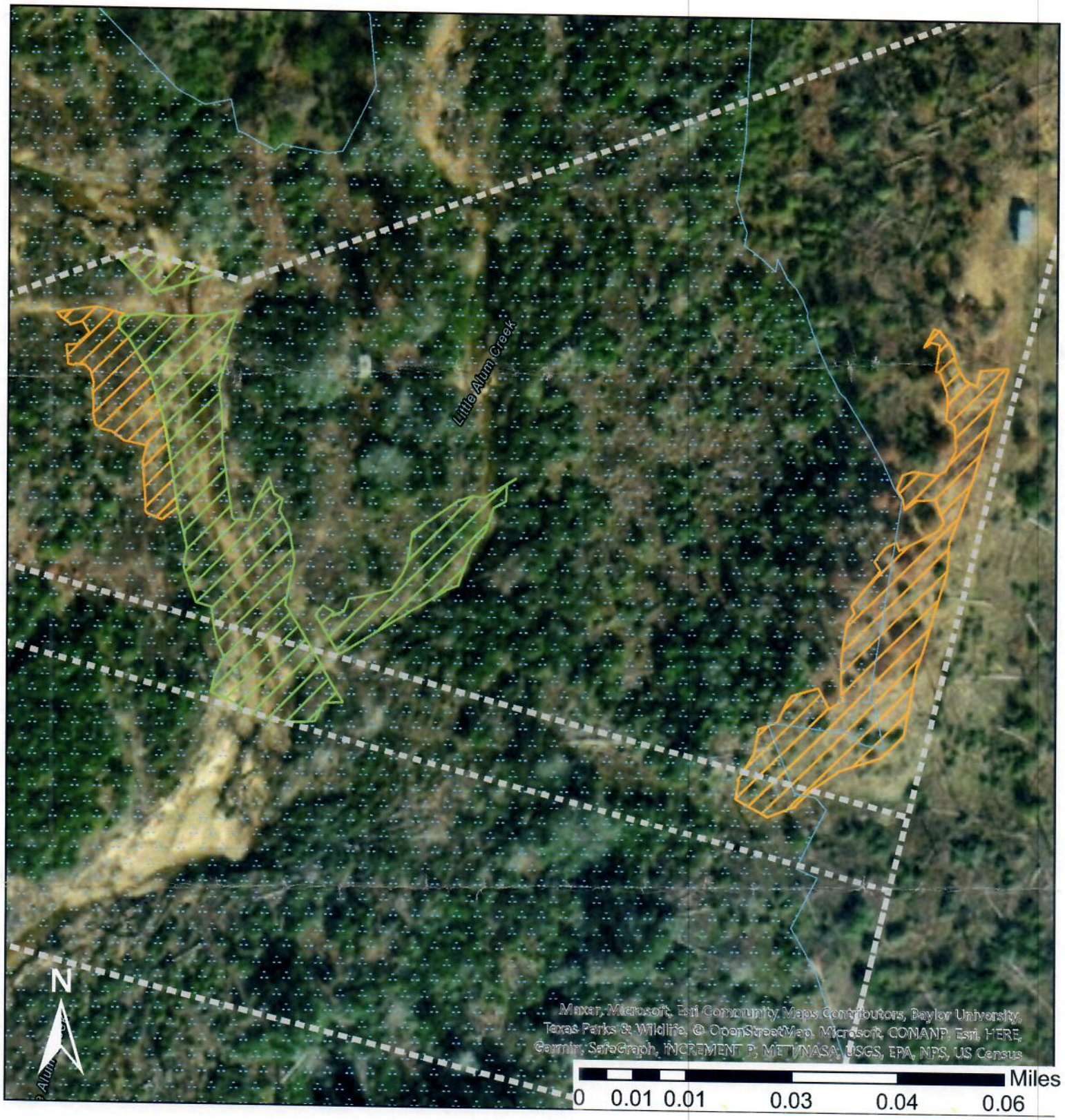
Type: TOAD Lost Pines Toad Habitat 0.802 acres

TREEFOLKS

Property IDs:
R124893, R21306

267 Winfield Thicket Bastrop, TX

MARK GWIN



- Planting_Area_Suitable_for_Wetland_Plants
- Planting_Area_Suitable_for_Upland_Plants
- Bastrop_Floodplains
- Bastrop_Land_Parcels

Acres:	Trees:
Wetland_ac	**Wetland_tr**
0.44	618
Upland_ac	**Upland_tr**
0.4	719

Author: Valerie Tamburri, TreeFolks

Date Created: 03/08/22

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

KRISTA BARTSCH, County Clerk
Bastrop Texas
May 03, 2022 10:34:04 AM
FEE: $42.00
AGREE

STERLYNGCURLES

202209581

22019413 RESTRICTIONS Total Pages: 6
Filed and Recorded: 4/20/22 8:19 AM

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 27 day of OCTOBER 2021, by Stephen + Melody Kuhns, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 3 acres, more or less, located in Hays County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, 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 Landowner at no charge, and Landowner 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, Landowner desires to transfer to TreeFolks all of Landowner'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 or other entities and proceeds 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, Landowner 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 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, 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 Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

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 credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity 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 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 Project Operator, 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 Landowner and the Project Operator.

6. 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.

7. 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.

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 to be effective as of the date first stated above.

Landowner: Signature(s): _____ _____

Printed Name: Stephen Kuhns Melody Kuhns

Project Operator: Treefolks, Inc.

Signature(s): _____

Printed Name: Andrew Smiley, Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 27th day of October, 2021, by Stephen Kuhns and Melody Kuhns.

KALI MORQUECHO
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 07/09/2023
NOTARY ID 13208916-7

_____
Notary Public, State of Texas

This instrument was acknowledged before me on this 3 day of March, 2022, by Andrew Smiley, the Exec. Dir. of TreeFolks.

ALICIA ANDERSON
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 03/13/2022
NOTARY ID 13148732-7

_____
Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: R21482

Legal Description: BLANCO RIVER ESTATES, 22 & E 1/2 OF 21

Geographic ID: 11-0585-0000-02200-8

Type: Real

Location Address: 120 MILAGRO LN, WIMBERLEY, TX 78676

Neighborhood: TWIN

Owner Name: KUHNS STEPHEN M & MELODY C

Owner ID: O9172527

Mailing Address: 120 MILAGRO LN, WIMBERLEY, TX 78676-4634

% Ownership: 100.0

Type: A1-Residential: 2.5 Acres

TREEFOLKS Property ID: 21482 120 Milagro Lane Wimberley, TX STEVE KUHNS

Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants
Hays_Land_Parcels
Hays_Floodplains

Acres:	Trees:
Wetland_ac	**Wetland_tr**
0.02	42
Upland_ac	**Upland_tr**

Author: Valerie Tamburri, TreeFolks Date Created: 3/08/22

THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22019413 RESTRICTIONS
04/20/2022 08:19:50 AM Total Fees: $42.00

Elaine H. Cárdenas

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

7 pgs 2022061701

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 18 day of October, 2021, by Yleana Martinez, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 1.25 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, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, 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 Landowner at no charge, and Landowner 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, Landowner desires to transfer to TreeFolks all of Landowner'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 or other entities and proceeds 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, Landowner 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 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, 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 Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

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 credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity 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 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

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 Project Operator, 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 Landowner and the Project Operator.

6. 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, actions by civil authorities, 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.

7. 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 gross negligence or willful malfeasance of Landowner, its officers, members, employees and agents is excluded from this Agreement to indemnify and hold harmless.

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

CLC

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

Landowner:
Signature(s): Yleana Martinez

Printed Name: Yleana Martinez

Project Operator: ~~TreeFolks~~, Inc.

Signature(s):

Printed Name: ANDREW W. SMILEY Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 18th day of October, 2021, by Yleana Martinez.

DAVID MICHAEL DEWITTE
Notary Public, State of Texas
Comm. Expires 03-19-2024
Notary ID 132410933

Notary Public, State of Texas

This instrument was acknowledged before me on this 12 day of AUGUST, 2022, by ANDREW SMILEY, the ~~EXEC. DIRECTOR~~ of TreePol's.

TIVA LEWIS
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 13000628-1
MY COMM. EXP. 10-27-2022

Notary Public, State of Texas

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 13 day of Oct, 2021, by Wm. G. Nowlin Jr, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 1.25 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, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, 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 Landowner at no charge, and Landowner 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, Landowner desires to transfer to TreeFolks all of Landowner'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 or other entities and proceeds 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, Landowner 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 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, 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 Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

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 credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity 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 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

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 Project Operator, 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 Landowner and the Project Operator.

6. 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, actions by civil authorities, 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.

7. 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 gross negligence or willful malfeasance of Landowner, its officers, members, employees and agents is excluded from this Agreement to indemnify and hold harmless.

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

CLC

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

Landowner:
Signature(s): _____

Printed Name: WILLIAM G. NOWLIN, JR.

Project Operator: ~~Treefolks, Inc.~~
Signature(s): _____

Printed Name: Andrew Smiley, Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 13th day of October, 2021, by William G JR MADL.
02/14/2022

Bank of America
Harvard Sq. Financial Center
1414 Massachusetts Ave
Cambridge, MA 02138

_____
Notary Public, State of MA

DEVINDER SINGH
Notary Public, Commonwealth of Massachusetts
My Commission Expires July 14, 2028

This instrument was acknowledged before me on this 3 day of March, 2022, by Andrew Smiley, the EXEC. DIR. of TreeFolks.

ALICIA ANDERSON
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 03/13/2022
NOTARY ID 13148732-7

_____
Notary Public, State of TEXAS

SEAL

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 319194

Legal Description: LOT 16 WYNNROCK ESTATES SEC 1

Geographic ID: 0412550201

Type: R

Location Address: 9401 FLINTROCK CIR AUSTIN TX 78737-1110

Neighborhood: O1080

Owner Name: NOWLIN WILLIAM G JR & YLEANA A MARTINEZ

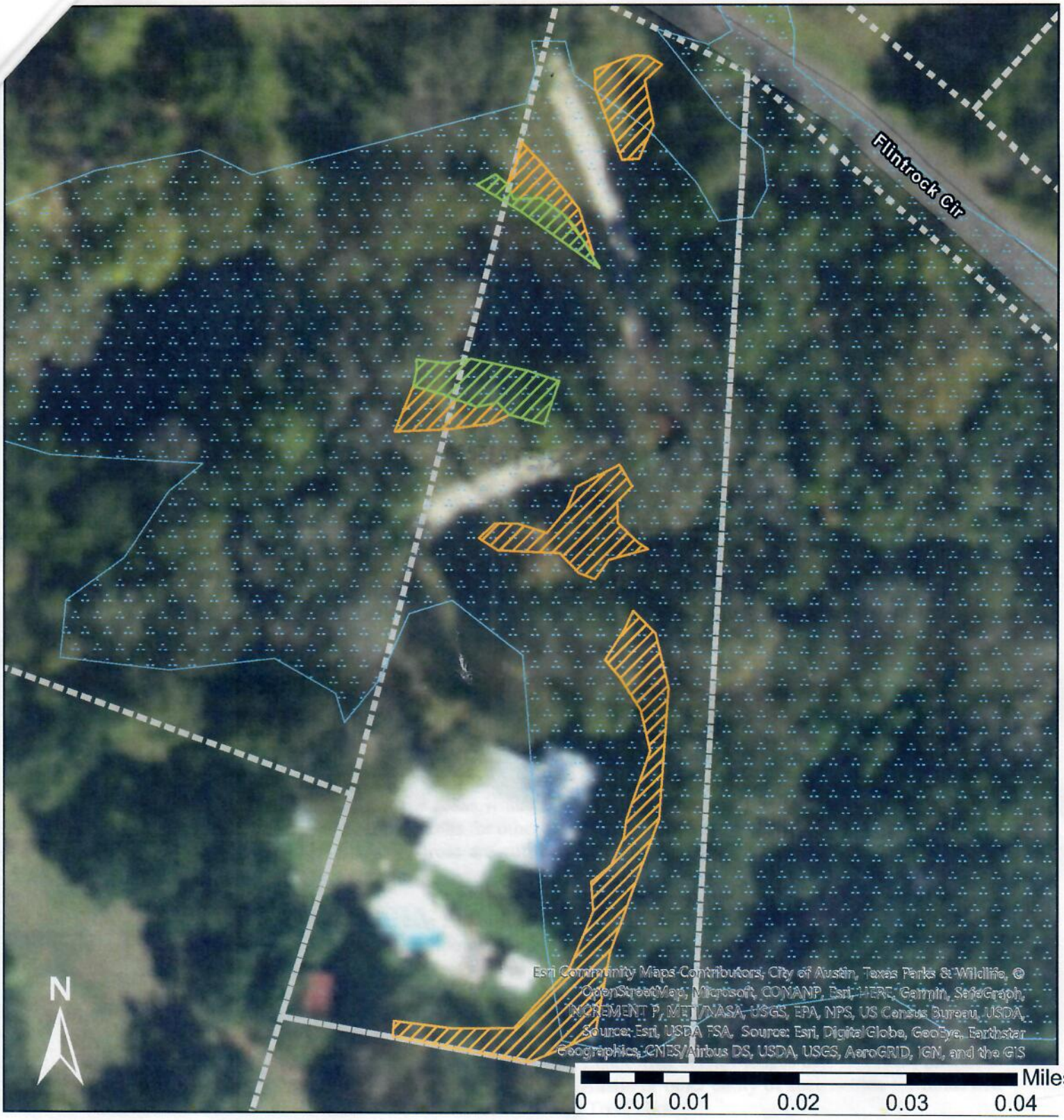
Owner ID: 283185

Mailing Address: 9401 FLINTROCK CIR AUSTIN TX 78737-1110

% Ownership: 100.0

Type: LAND: 1.25 Acres

TREEFOLKS Property ID: 319194 9401 Flintrock Cir, Austin, TX YLEANA MARTINEZ



- Travis_Floodplains
- Planting_Area_Suitable_for_Wetland_Plants
- Planting_Area_Suitable_for_Upland_Plants
- Travis_Land_Parcels

Acres: **Trees:**

Wetland_ac	Wetland_tr
0.03	113
Upland_ac	**Upland_tr**
0.15	252

Author: Valerie Tamburri, TreeFolks Date Created: 03/08/22

RETURN

TREEFOLKS
10803 PLATT LN
AUSTIN, TX 78625

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rebecca Guerrero, County Clerk
Travis County, Texas

2022061701

Apr 05, 2022 08:25 AM

Fee: $50.00 **PEREZTA**

22019414 RESTRICTIONS Total Pages: 6
Filed and Recorded: 4/20/22 8:19 AM

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 2nd day of September, 2021, by Randy Myers, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

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

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, 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 Landowner at no charge, and Landowner 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, Landowner desires to transfer to TreeFolks all of Landowner'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 or other entities and proceeds 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, Landowner 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 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, 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 Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

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 credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity 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 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 Project Operator, 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 Landowner and the Project Operator.

6. 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.

7. 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.

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 to be effective as of the date first stated above.

Landowner:
Signature(s): Randy Myers

Printed Name: Randy Meyers

Project Operator: Treefolks, Inc.

Signature(s):

Printed Name: Andrew Conley, Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 2nd day of September, 2021 by Charlene Meyers.

Notary Public, State of TX

This instrument was acknowledged before me on this 3 day of March, 2022 by Andrew Conley, the Director of TreeFolks.

ALICIA ANDERSON
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 03/13/2022
NOTARY ID 13148732-7

Notary Public, State of Texas

CHARLENE MYERS
Notary Public, State of Texas
Comm. Expires 03-20-2024
Notary ID 132413217

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: R15454

Legal Description: A0243 WESLEY HUGHES SURVEY, ACRES 0.3318

Geographic ID: 10-0243-0003-00008-8

Type: Real

Location Address: FM 32, WIMBERLEY, TX 78676

Neighborhood: 8ABS

Owner Name: RIO DULCE TRUST

Owner ID: O0111362

Mailing Address: MYERS RANDALL LEE MYERS MARY CHARLENE TRUSTEES
5806 FM 32
FISCHER, TX 78623

% Ownership: 100.0

Type: NPG: 0.3318 Acres

TREEFOLKS Property ID: 15454 5806 FM 32 Wimberley, TX CHARLENE MYERS

Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants
Hays_Land_Parcels
Hays_Floodplains

Acres: **Trees:**

Wetland_ac	Wetland_tr
3.2	5194

Upland_ac	Upland_tr
6.75	9504

Author: Valerie Tamburri, TreeFolks Date Created: 3/08/22

THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22019414 RESTRICTIONS
04/20/2022 08:19:50 AM Total Fees: $42.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

2022055044 AGR Total Pages: 6

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 28th day of April, 2022, by CHRISTINE & ANDREW REARDON, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 5 acres, more or less, located in Williamson County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, 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 Landowner at no charge, and Landowner 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, Landowner desires to transfer to TreeFolks all of Landowner'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 or other entities and proceeds 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, Landowner 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 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, 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 Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

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 credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity 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 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 Project Operator, 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 Landowner and the Project Operator.

6. 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.

7. 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.

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 to be effective as of the date first stated above.

Landowner:
Signature(s):

Printed Name: CHRISTINE REARDON ANDREW L. REARDON

Project Operator: Treefolks, Inc.

Signature(s):

Printed Name: Andrew Smiley, Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 28 day of APRIL, 2022, by CHRISTINE & ANDREW REARDON

CA

Notary Public, State of TX

CHRISTIAN BROWN
Notary Public, State of Texas
Comm. Expires 09-23-2025
Notary ID 133348956

This instrument was acknowledged before me on this 29TH day of APRIL, 2022, by Andrew Smiley, the EXECUTIVE DIRECTOR of TreeFolks.

Notary Public, State of Texas

ABDELAZIZ BOUDJENANA
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 130662120
MY COMM. EXP. 06-03-2024

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: R492542

Legal Description: S9533 - STONE HOUSE ESTATES, BLOCK B, Lot 13, ACRES 5.06

Geographic ID:

Type: Real

Location Address:

Neighborhood: I120614B - CLEARWATER,STABLE OAKS,BRIDAL GATE ,STONE HOUSE

Owner Name: Unknown

Owner ID: O0534326

Mailing Address: 216 N PECAN VIEW RD, LIBERTY HILL, TX 78642

% Ownership: 100.0

Type: 1 – Residential, A1 – Residential: 5.06 acres

TREEFOLKS Property ID: 492542 216 N Pecan View Rd Liberty Hill, TX CHRISTINE REARDON

Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants
Williamson_Land_Parcels
Williamson_Floodplains

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

Acres:	Trees:
Wetland_ac	**Wetland_tr**
0.05	141
Upland_ac	**Upland_tr**
1	1524

Author: Valerie Tamburri, TreeFolks Date Created: 3/08/22

Tree Folks
① PO Box 1395
Del Valle Tx 78617

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2022055044

AGR Fee: $46.00
05/03/2022 09:19 AM OSALINAS

Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas

6 pgs
AGREE

202207396

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 10 day of 18, 2021, by Nathan Schrader, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 10 acres, more or less, located in Bastrop County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, 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 Landowner at no charge, and Landowner 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, Landowner desires to transfer to TreeFolks all of Landowner'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 or other entities and proceeds 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, Landowner 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 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, 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 Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

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 credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity 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 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 Project Operator, 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 Landowner and the Project Operator.

6. 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.

7. 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.

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 to be effective as of the date first stated above.

Landowner:
Signature(s): _____ _____

Printed Name: Nathan Schroeder _____

Project Operator: ~~Treefolks~~, Inc.

Signature(s): _____

Printed Name: ANDREW SMILEY, Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 18 day of Oct, 2021, by Nathan Schroeder.

JAMES H. HAAS
Notary Public, State of Texas
Notary ID# 13160155-0
My Commission Expires
JUNE 12, 2022

_____
Notary Public, State of TX

This instrument was acknowledged before me on this 3 day of March, 2022 by ANDREW SMILEY, the EXEC. DIR. of TreeFolks.

ALICIA ANDERSON
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 03/13/2022
NOTARY ID 13148732-7

_____
Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 36122

Legal Description: K C ESTATES SEC 3, LOT 106 & A11 BASTROP TOWN TRACT, ACRES 10.058

Geographic ID: R36122

Type: Real

Location Address: 462 KELLEY RD, BASTROP, TX 78602

Neighborhood: KC Estates

Owner Name: SCHROEDER, NATHAN DANIEL & CATHRINE THAREL SCHROEDER

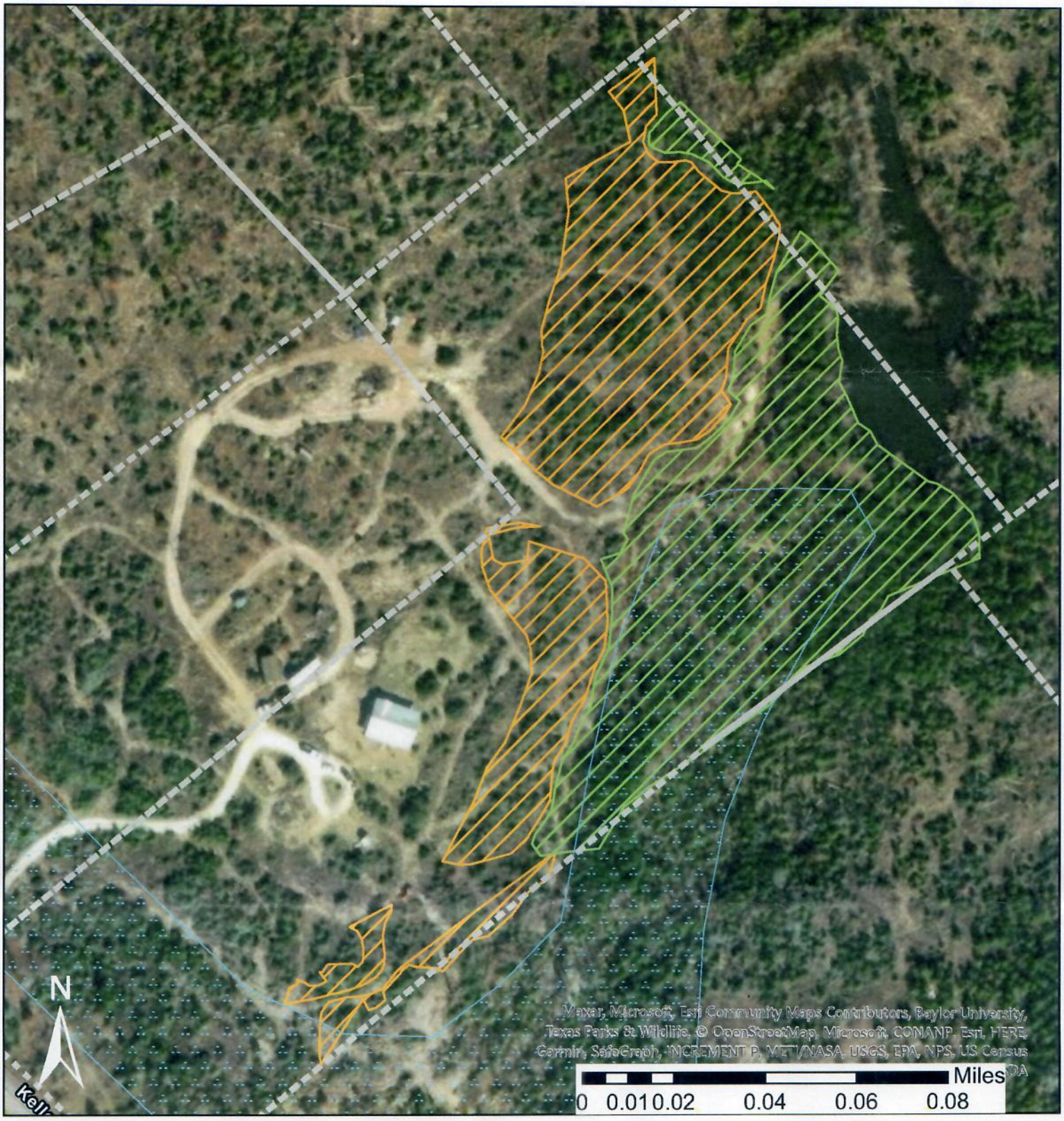
Owner ID: 769342

Mailing Address: 462 KELLEY RD, BASTROP, TX 78602-5682

% Ownership: 100.0

Type: R Residential 10.0580

TREEFOLKS Property ID: 36122 462 Kelley Rd Bastrop, TX NATHAN SCHROEDER



Planting_Area_Suitable_for_Wetland_Plants
Planting_Area_Suitable_for_Upland_Plants
Bastrop_Floodplains
Bastrop_Land_Parcels

Acres:		Trees:	
Wetland_ac	**Upland_ac**	**Wetland_tr**	**Upland_tr**
2.51	2.18	4177	3320

Author: Valerie Tamburri, TreeFolks Date Created: 03/08/22

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

KRISTA BARTSCH, County Clerk
Bastrop Texas
April 08, 2022 10:32:34 AM
FEE: $38.00
AGREE

MARSHALINHART

202207396

22019415 RESTRICTIONS Total Pages: 6
Filed and Recorded: 4/20/22 8:19 AM

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 25 day of October, 2021, by Rachel Thompson & Jonn Williamson, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 7 acres, more or less, located in Hays County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, 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 Landowner at no charge, and Landowner 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, Landowner desires to transfer to TreeFolks all of Landowner'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 or other entities and proceeds 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, Landowner 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 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, 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 Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

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 credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity 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 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 Project Operator, 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 Landowner and the Project Operator.

6. 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.

7. 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.

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 to be effective as of the date first stated above.

Landowner:
Signature(s):

Printed Name: Rachel Thompson

John W. Williamson IV

Project Operator: Treefolks, Inc.

Signature(s):

Printed Name: Andrew Smiley Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 25 day of October, 2021, by Rachel Thompson.

ENRIQUE VANEGAS
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-13-24
Notary ID # 13256608-9

Notary Public, State of TX

This instrument was acknowledged before me on this 3 day of March, 2022, by ANDREW SMILEY, the EXEC. DIR. of TreeFolks.

ALICIA ANDERSON
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 03/13/2022
NOTARY ID 13148732-7

Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: R20560

Legal Description: J V ASH JR SUBD, Lot PT OF 8, ACRES 2.07

Geographic ID: 11-0150-0000-00801-4

Type: Real

Location Address: 19100 W FM 150, DRIFTWOOD, TX 78619

Neighborhood: JASH

Owner Name: WILLIAMSON JOHN W & THOMPSON RACHEL E

Owner ID: O0075131

Mailing Address: 19100 FM 150 W, DRIFTWOOD, TX 78619-9226

% Ownership: 100.0

Type: A1-Residential (sf, 5 Ac Or Less): 2.07

Property ID: R20562

Legal Description: ASH J V LOT PT OF 9 5.00 ABS 664 F A DARDEN SURVEY GEO#90401727

Geographic ID: 11-0150-0000-00900-4

Type: Real

Location Address: 19200 W FM 150, DRIFTWOOD, TX 78619

Neighborhood: JASH

Owner Name: WILLIAMSON JOHN W III

Owner ID: O0078800

Mailing Address: 898 BLUFF RD, DENMARK, SC 29042-8683

% Ownership: 100.0

Type: A1-Residential (sf, 5 Ac Or Less): 5.00 Acres

TREEFOLKS Property ID: 20560, 20562 19100 FM 150 W Driftwood, TX

RACHEL THOMPSON

Planting_Area_Suitable_for_Wetland_Plants
Planting_Area_Suitable_for_Upland_Plants
Hays_Floodplains
Hays_Land_Parcels

Acres:	Trees:
Wetland_ac	**Wetland_tr**
0.09	159
Upland_ac	**Upland_tr**
0.81	1234

Author: Valerie Tamburri, TreeFolks Date Created: 03/08/22

6 pgs
AGREE

202207397

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 2nd day of September, 2021, by Stacey Trask + Jeffrey Trask, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

WHEREAS, Landowner is the owner of a tract of land consisting of 12.14 acres, more or less, located in Bastrop County, Texas, as more particularly described on Exhibit "A" attached hereto, hereafter referred to as the "Property," and,

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, 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 Landowner at no charge, and Landowner 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, Landowner desires to transfer to TreeFolks all of Landowner'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 or other entities and proceeds 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, Landowner 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 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, 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 Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

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 credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity 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 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 Project Operator, 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 Landowner and the Project Operator.

6. 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.

7. 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.

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 to be effective as of the date first stated above.

Landowner:
Signature(s): Stacey Trask Jeffrey Trask

Printed Name: Stacey Trask Jeffrey Trask

Project Operator: Treefolks, Inc.

Signature(s):

Printed Name: Andrew Smiley, Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 2nd day of September, 2021, by Stacey Trask and Jeffry Trask

CHARLES EARL MOORE
Notary Public
STATE OF TEXAS
My Comm. Exp.11-04-23
Notary ID # 12617712-6

Notary Public, State of Texas

This instrument was acknowledged before me on this 3 day of March, 2022 by Andrew Smiley, the EXEC. DIR. of TreeFolks.

ALICIA ANDERSON
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 03/13/2022
NOTARY ID 13148732-7

Notary Public, State of Texas

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: 21686

Legal Description: ABS A30 Edwards, Charles,12.136 ACRES

Geographic ID: R21686

Type: Real

Location Address: 454 FM 2104, SMITHVILLE, TX 78957

Neighborhood: SMITHVILLE RURAL 002

Owner Name: TRASK, JEFFREY B & STACEY MARR TRASK

Owner ID: 779218

Mailing Address: P O BOX 50353, AUSTIN, TX 78763

% Ownership: 100.0

Type: TOAD Lost Pines Toad Habitat 11.1360 acres; L Residential Lot 1.0 acres

TREEFOLKS Property ID: 21686 454 FM 2104 Smithville, TX STACEY TRASK

Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants
Bastrop_Land_Parcels
Bastrop_Floodplains

Estimated Acres:	Estimated Trees:

Wetland_ac	Wetland_tr
0.16	363

Upland_ac	Upland_tr
0.69	1219

Author: Valerie Tamburri, TreeFolks Date Created: 1/20/22

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

KRISTA BARTSCH, County Clerk
Bastrop Texas
April 08, 2022 10:32:34 AM
FEE: $38.00
AGREE

MARSHALINHART

202207397

22019409 RESTRICTIONS Total Pages: 7
Filed and Recorded: 4/20/22 8:19 AM

AGREEMENT AND DECLARATION OF COVENANTS

THIS AGREEMENT is made this 8th day of October, 2021, by Andrew C. Winn, hereinafter called "Landowner," and accepted by TreeFolks, a Texas nonprofit corporation, hereinafter sometimes referred to as "Project Operator."

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

WHEREAS, Landowner desires to participate in the Central Texas Floodplain Reforestation Program, which is a collaborative effort between TreeFolks, 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 Landowner at no charge, and Landowner 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, Landowner desires to transfer to TreeFolks all of Landowner'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 or other entities and proceeds 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, Landowner 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 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, 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 Landowner and to TreeFolks, and Landowner agrees to allow the planting of such trees on the Property.

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 credits as a result of the planting of the trees pursuant to this Agreement. Landowner acknowledges that TreeFolks intends to receive such credits and then re-sell the credits to the City of Austin or other entity 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 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 Project Operator, 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 Landowner and the Project Operator.

6. 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.

7. 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.

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 to be effective as of the date first stated above.

Landowner:
Signature(s): Andrew C. Winn

Printed Name: ANDREW C. WINN

Project Operator: Treefolks, Inc.

Signature(s):

Printed Name: ANDREW Smiley Executive Director

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this 8th day of OCTOBER, 2021, by ANDREW C. WINN.

Susan Belschner

Notary Public, State of TEXAS

SUSAN BELSCHNER
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 08/20/2024
NOTARY ID 12909465-6

This instrument was acknowledged before me on this 3 day of March, 2022 by Andrew Smiley, the EXEC. DIR. of TreeFolks.

Alicia Anderson

Notary Public, State of Texas

ALICIA ANDERSON
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 03/13/2022
NOTARY ID 13148732-7

EXHIBIT "A"

Legal description of property and Planting area map

Property ID: R14500

Legal Description: ABS 205 LEWIS C GIBBS SURVEY 2.00 AC GEO#90601520

Geographic ID: 10-0205-0028-00000-8

Type: Real

Location Address: 236 WINN VALLEY RD, WIMBERLEY, TX 78676

Neighborhood: 8ABS

Owner Name: WINN FAMILY LIMITED PARTNERSHIP

Owner ID: O0040063

Mailing Address: P O BOX 1727, WIMBERLEY, TX 78676

% Ownership: 100.0

Type: LAND: E1 2.00 Acres

TREEFOLKS Property ID: 14500 236 Winn Valley Drive Wimberley, TX ANDREW C WINN

Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants
Hays_Land_Parcels
Hays_Floodplains

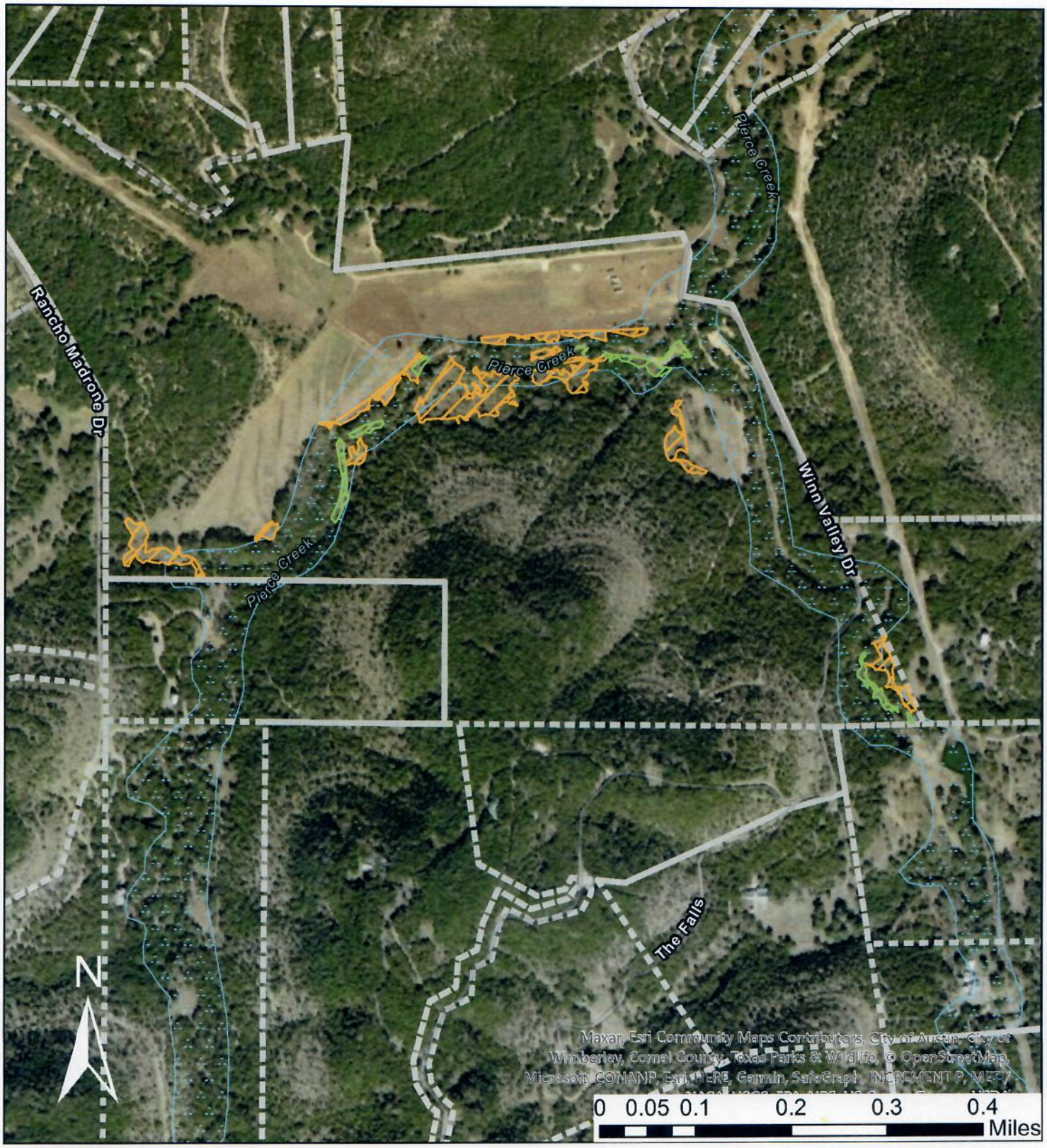
Acres: **Trees:**

Wetland_ac	Wetland_tr
1.12	1842

Upland_ac	Upland_tr
5.24	7538

Author: Valerie Tamburri, TreeFolks Date Created: 3/08/22

TREEFOLKS Property ID: 14500 236 Winn Valley Drive Wimberley, TX ANDREW C WINN



Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants
Hays_Land_Parcels
Hays_Floodplains

Acres:		Trees:	
Wetland_ac		**Wetland_tr**	
1.12		1842	
Upland_ac	**Upland_tr**		
5.24	7538		

Author: Valerie Tamburri, TreeFolks Date Created: 3/08/22

Partner Site Agreement to Transfer Credits

TreeFolks: Central Texas Floodplain Reforestation Program 2021-2022
Agreement to Transfer Potential Credits

This Agreement to Transfer Potential Credits ("Agreement") is entered into this 17th day of March, 2022 (the "Effective Date") by The Guadalupe-Blanco River Trust (the "Landowner") and TreeFolks, Inc, a non-profit organization (the "Project Operator") whose mission is to build community through planting and caring for trees and who has undertaken a tree-planting project ("Tree Project") on the Property of Landowner (the "Property").

1. Purpose and Intent

TreeFolks and Landowner desire to help TreeFolks fund this Tree Project by allowing Project Operator to develop potential carbon and environmental credits that it can attempt to sell to defray project costs or to plant additional trees. The Landowner will receive the benefits of the trees planted in this project at little to no cost to the Landowner.

These potential carbon or environmental credits or offsets include amounts of carbon dioxide stored, stormwater run-off reductions, energy savings, fish habitat, and air quality benefits arising from the planting and growth of trees in the Tree Project ("Carbon+ Credits"). The Carbon+ Credits will be developed using the protocols and registry of City Forest Credits, a non-profit organization ("CFC").

2. Rights Granted

Landowner grants TreeFolks the title and rights to any and all Carbon+ Credits developed from the Tree Project during the term of this agreement, including rights to register with CFC, and develop and sell the Carbon+ Credits.

3. Subject Lands

The Property specified in Exhibit A.

4. Obligations of Landowner

Landowner shall not cut, harvest, or damage trees in the Tree Project except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

5. Obligations of Project Operator

TreeFolks will pay all costs and assume all responsibilities for development and sale of Carbon+ Credits from the Tree Project.

6. Landowner Representations

Landowner represents that it has authority to enter this agreement, and that the Property is free from any liens, claims, encumbrances, tenancies, restrictions, or easements that would prevent or interfere with the rights to Carbon+ Credits granted under this Agreement.

7. Project Operator Representations

TreeFolks represents that it has the capacities necessary to execute its obligations under this agreement.

8. Default

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.

9. Term of Agreement and Option to Renew

This Agreement shall remain in force for 26 years after the Effective Date of the Agreement. Project Operator may renew this Agreement for a second 26 years if it delivers written notice of renewal to Landowner at least 90 days prior to expiration of this Agreement.

10. Governing Law

This agreement shall be construed and enforced in accordance with the laws of the State of Texas.

11. Parties

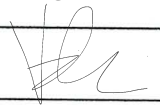
Project Operator: TreeFolks		Landowner: Guadalupe-Blanco River Trust	
Name:	Valerie Tamburri	Name:	STEPHEN RISINGER
Title:	Reforestation Manager	Title:	CONSERVATION & STEWARDSHIP MANAGER
Address:	10803 Platt Lane Austin, TX 78725	Address:	933 E COURT ST. SEGUIN, TX, 78155
Phone:	512-443-5323	Phone:	830-632-2292
Email:	valerie@treefolks.org	Email:	STEPHEN@GBRTX.ORG
Signature:		Signature:	
Date:	March 17, 2022	Date:	3-17-2022

EXHIBIT "A"

County: Caldwell
Parcel No.: 1608-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

DESCRIPTION FOR PARCEL 1608-W

DESCRIPTION OF A 6,376,161 SQUARE FOOT, 146.376 ACRE TRACT OF LAND OUT OF THE W.C. WILLIAMS SURVEY, ABSTRACT NO. 300, CALDWELL COUNTY, TEXAS, AND BEING OUT OF A 23.96 ACRE TRACT DESCRIBED IN A DEED DATED DECEMBER 20, 1985 TO JOHN F. BAUGH, RECORDED IN VOLUME 502, PAGE 172, DEED RECORDS OF CALDWELL COUNTY, TEXAS, ALSO BEING OUT OF A 207 ACRE TRACT DESCRIBED AS "SECOND TRACT", A 59.5 ACRE TRACT DESCRIBED AS "THIRD TRACT", A 10.63 ACRE TRACT DESCRIBED AS "FIFTH TRACT", AND A 107.25 ACRE TRACT DESCRIBED AS "EIGHTH TRACT" IN A DEED DATED APRIL 19, 1974 TO JOHN F. BAUGH, RECORDED IN VOLUME 362, PAGE 53, DEED RECORDS OF CALDWELL COUNTY, TEXAS, AND ALSO BEING OUT OF A 276.58 ACRE TRACT DESCRIBED AS "FIRST TRACT" AND A 22.4 ACRE TRACT DESCRIBED AS "SECOND TRACT" IN A DEED DATED DECEMBER 29, 1986 TO JOHN F. BAUGH AND WIFE, EULA MAE BAUGH, RECORDED IN VOLUME 513, PAGE 652, DEED RECORDS OF CALDWELL COUNTY, TEXAS; SAID 6,376,161 SQUARE FOOT, 146.376 ACRE TRACT AS SHOWN ON THE ACCOMPANYING PARCEL PLAT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for reference at a found 1/2-inch iron rod on the west right-of-way line of County Road 300, also known as State Highway No. 29 (S.H. 29), an 80-foot wide right-of-way, at the northeast corner of said Baugh 276.58 acre tract and at the southeast corner of a 16.021 acre tract described in a Warranty Deed dated December 8, 1994 to Albert Contreras and wife, Dora Contreras, recorded in Volume 119, Page 708, Official Public Records of Real Property of Caldwell County, Texas;

THENCE, N 89° 23' 37" W, with the north line of said 276.58 acre tract and the south line of said Contreras 16.021 acre tract, a distance of 1514.23 feet to set 1/2-inch iron rod with TxDOT aluminum cap for the northeast corner and the **POINT OF BEGINNING** of this tract;

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0440-06-008
3583-01-002
3583-02-002

THENCE, across said Baugh tract, the following thirteen (13) courses:

1) S 47° 12' 06" W, a distance of 296.53 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for an angle point;

2) S 10° 57' 12" W, a distance of 1087.46 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for an angle point;

3) S 69° 40' 37" W, a distance of 718.45 feet to a set 1/2-inch iron rod with TxDOT aluminum cap at the point of curvature of a non-tangent curve to the left;

4) Along said curve to the left having a radius of 239.10 feet, a central angle of 92° 38' 01", a chord which bears S 21° 31' 42" W, 345.82 feet, an arc distance of 386.57 feet to a set 1/2-inch iron rod with TxDOT aluminum cap at the point of reverse curvature of a non-tangent curve to the right;

5) Along said curve to the right having a radius of 657.87 feet, a central angle of 84° 50' 13", a chord which bears S 08° 13' 14" E, 887.52 feet, an arc distance of 974.10 feet to a set 1/2-inch iron rod with TxDOT aluminum cap at the point of non-tangency;

6) S 40° 25' 34" W, a distance of 472.95 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for an angle point;

7) S 22° 40' 03" W, a distance of 188.18 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for the southeast corner of this tract;

8) N 86° 13' 58" W, a distance of 735.45 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for an angle point;

9) N 80° 46' 19" W, a distance of 1115.58 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for an angle point;

10) N 36° 43' 58" W, a distance of 244.01 feet to a set 1/2-inch iron rod with TxDOT

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3583-01-002
3583-02-002

aluminum cap for an angle point;

11) S 80° 14' 28" W, a distance of 853.50 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for the southwest corner of this tract;

12) N 21° 39' 36" W, a distance of 1705.19 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for the northwest corner of this tract;

13) N 73° 28' 07" E, at 930.00 feet, pass a set 1/2-inch iron rod with TxDOT aluminum cap for reference, and continuing a total distance of 987.94 feet to a calculated point in the approximate centerline of Plum Creek, on the north line of said Baugh Tract and on the south line of a 314.505 acre tract described in a General Warranty Deed dated February 4, 2005 to James T. Watson, recorded in Volume 410, Page 322, Official Public Records of Real Property of Caldwell County, Texas, for a corner of this tract;

THENCE, with the approximate centerline of Plum Creek, the north line of said Baugh tract, the south line of said Watson 314.505 acre tract, and the south line of the remaining portion of said Cook 180.616 acre tract, the following forty-three (43) courses:

14) S 42° 17' 45" E, a distance of 132.82 feet to a calculated point;

15) S 76° 55' 42" E, a distance of 105.47 feet to a calculated point;

16) N 66° 27' 38" E, a distance of 49.25 feet to a calculated point;

17) S 63° 18' 48" E, a distance of 185.13 feet to a calculated point;

18) S 57° 56' 52" E, a distance of 226.63 feet to a calculated point;

19) S 44° 50' 23" E, a distance of 211.42 feet to a calculated point;

20) S 66° 41' 40" E, a distance of 194.88 feet to a calculated point;

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3583-01-002
3583-02-002

21) S 81° 56' 42" E, a distance of 84.51 feet to a calculated point;

22) S 68° 42' 17" E, a distance of 121.52 feet to a calculated point;

23) S 82° 08' 43" E, a distance of 175.11 feet to a calculated point;

24) S 66° 11' 27" E, a distance of 87.96 feet to a calculated point;

25) S 80° 56' 41" E, a distance of 187.81 feet to a calculated point;

26) S 87° 40' 53" E, a distance of 107.74 feet to a calculated point;

27) N 70° 51' 46" E, a distance of 86.74 feet to a calculated point;

28) N 47° 26' 51" E, at 21.32 feet, pass the southeast corner of said Watson 314.505 acre tract, the southwest corner of the remaining portion of said Cook 180.616 acre tract, the northwest corner of said Baugh 22.4 acre tract and the northeast corner of said Baugh 23.96 acre tract, and continuing a total distance of 127.67 feet to a calculated point;

29) N 52° 13' 19" E, a distance of 86.69 feet to a calculated point;

30) N 56° 43' 08" E, a distance of 122.05 feet to a calculated point;

31) N 46° 10' 08" E, a distance of 62.39 feet to a calculated point;

32) N 29° 05' 39" E, a distance of 55.03 feet to a calculated point;

33) N 04° 57' 07" E, a distance of 72.93 feet to a calculated point;

34) N 12° 57' 14" W, a distance of 130.37 feet to a calculated point;

35) N 46° 21' 17" E, a distance of 93.46 feet to a calculated point;

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36) N 86° 45' 39" E, a distance of 86.47 feet to a calculated point;

37) S 70° 06' 04" E, a distance of 188.15 feet to a calculated point;

38) N 70° 05' 33" E, a distance of 116.86 feet to a calculated point;

39) N 82° 21' 57" E, a distance of 134.12 feet to a calculated point;

40) S 86° 33' 01" E, a distance of 87.86 feet to a calculated point;

41) N 85° 41' 35" E, a distance of 88.54 feet to a calculated point;

42) N 44° 38' 33" E, a distance of 404.64 feet to a calculated point;

43) N 49° 18' 43" E, a distance of 123.02 feet to a calculated point;

44) N 41° 20' 12" E, a distance of 104.75 feet to a calculated point;

45) N 36° 47' 07" E, a distance of 95.12 feet to a calculated point;

46) N 39° 36' 03" E, a distance of 95.25 feet to a calculated point;

47) N 63° 12' 35" E, a distance of 37.68 feet to a calculated point;

48) N 03° 35' 58" W, a distance of 39.72 feet to a calculated point;

49) N 23° 20' 48" E, a distance of 92.87 feet to a calculated point;

50) N 02° 08' 18" E, a distance of 101.52 feet to a calculated point;

51) N 23° 09' 43" E, a distance of 78.99 feet to a calculated point;

52) N 00° 48' 40" W, a distance of 62.25 feet to a calculated point;

EXHIBIT "A"

County: Caldwell
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0440-06-008
3583-01-002
3583-02-002

53) S 88° 41' 48" E, a distance of 147.27 feet to a calculated point;

54) N 00° 51' 53" E, a distance of 62.28 feet to a calculated point;

55) N 21° 43' 07" E, a distance of 106.72 feet to a calculated point;

56) N 35° 40' 12" E, a distance of 86.93 feet to a calculated point at a common corner of said Baugh tract and the remaining portion of said Cook 180.616 acre tract, for a corner of this tract;

57) **THENCE**, S 89° 23' 37" E, with the north line of said Baugh tract and the south line of the remaining portion of said Cook 180.616 acre tract, at 122.70 feet, pass a found fence corner post at the northeast corner of said Baugh 22.4 acre tract, at the northwest corner of said Baugh 276.58 acre tract, at a corner of the remaining portion of said Cook 180.616 acre tract and at the southwest corner of said Contreras 16.021 acre tract, and continuing with the north line of said Baugh 276.58 acre tract and the south line of said Contreras 16.021 acre tract, a total distance of 264.95 feet to the **POINT OF BEGINNING**, and containing 6,376,161 square feet, 146.376 acres of land, more or less.

All bearings shown hereon are based on the Texas State Plane Coordinate System, NAD83 (1986), South Central Zone. All distances shown are surface distances. The T.T.A. SH-130 Segment "6" State Plane Grid to Project Surface Adjustment Scale Factor is 1.00013.

EXHIBIT "A"

County: Caldwell
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Highway: S.H. 130
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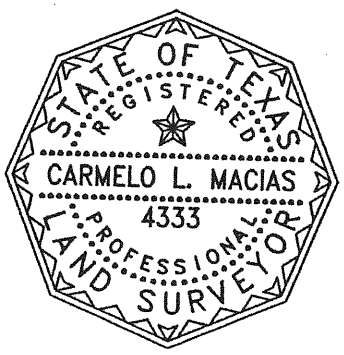
0440-06-008
3583-01-002
3583-02-002

STATE OF TEXAS §
§
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

That I, Carmelo L. Macias, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 7th day of December, 2006 A.D.

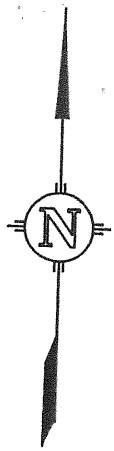


Carmelo L. Macias

MACIAS & ASSOCIATES, INC.
5410 South 1st Street
Austin, Texas 78745

Carmelo L. Macias
Registered Professional Land Surveyor
No. 4333 - State of Texas

PLAT TO ACCOMPANY PARCEL DESCRIPTION



500' 400' 300' 200' 100' 0' 250' 500'

GRAPHIC SCALE
1"=500'

W. C. WILLIAMS SURVEY
ABSTRACT NO. 300

ALBERT CONTRERAS AND WIFE, DORA CONTRERAS (16.021 AC.) VOL. 119, PG. 708, O.P.R.R.P.C.C.

(N88°35'W 1658')
N89°23'37"W 1514.23'
P.O.B.
S47°12'06"W P.O.C. 296.53'

COUNTY ROAD 300
(S.H. 29 80' R.O.W.)
CSJ NO. 152-2-7

CHARLYN COOK (180.616 AC.) VOL. 36, PG. 751, O.P.R.R.P.C.C. SAVE & EXCEPT (22.4 AC. - SECOND TRACT) VOL. 513, PG. 652, D.R.C.C.

JAMES T. WATSON (314.505 AC.) VOL. 410, PG. 322, O.P.R.R.P.C.C.

(22.4 AC.) (SECOND TRACT) VOL. 513, PG. 652, D.R.C.C.

S10°57'12"W 1087.46'

JOHN F. BAUGH AND WIFE, EULA MAE BAUGH (1235.96 AC. TOTAL)

S69°40'37"W 718.45'

CENTERLINE PLUM CREEK

A=386.57'
R=239.10'
Δ=92°38'01"
CH=S21°31'42"W 345.82'

(276.58 AC. - FIRST TRACT) VOL. 513, PG. 652, D.R.C.C.

A=974.10'
R=657.87'
Δ=84°50'13"
CH=S08°13'14"E 887.52'

1608-W
146.376 AC.
6,376,161 SQ. FT.

MATCH LINE SEE PAGE 9 OF 10

(59.5 AC.) (THIRD TRACT) VOL. 362, PG. 53, D.R.C.C.

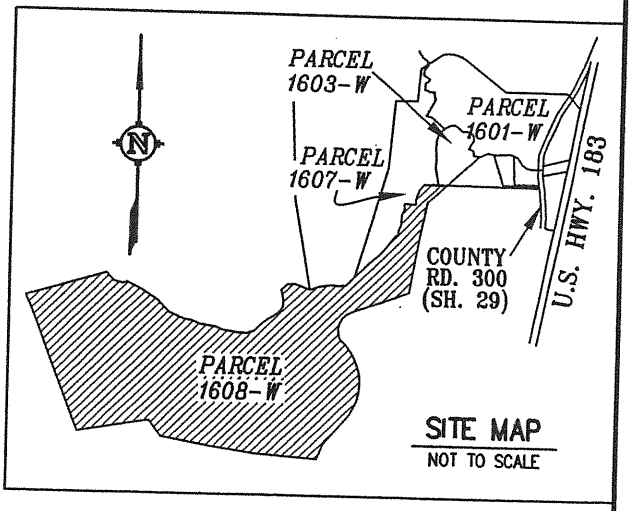
(23.96 AC.) VOL. 502, PG. 172, D.R.C.C.

S40°25'34"W 472.95'

N86°13'58"W 735.45'

(276.58 AC. - FIRST TRACT) VOL. 513, PG. 652, D.R.C.C.

FORREST M. WILSON AND WIFE, FAYRENE WILSON (65.24 AC.) VOL. 396, PG. 85, D.R.C.C.



SITE MAP
NOT TO SCALE

Texas Department of Transportation

OK

MACIAS & ASSOC.
LAND SURVEYORS
5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876
EMAIL: MACIASURVEY@EARTHLINK.NET

PARCEL PLAT SHOWING PROPERTY OF
JOHN F. BAUGH AND WIFE, EULA MAE BAUGH

FILE	PROJECT	DISTRICT
P1608-W	STATE HIGHWAY 130	AUS
SCALE	FEDERAL AID PROJECT NO.	COUNTY
1" = 500'	HP 1196 (1)	CALDWELL

PARCEL NUMBER	1608-W	
	ACRES	SQUARE FEET
ACQUISITION AREA	146.376	6,376,161
DEED AREA	1235.96	53,838,418
REMAINDER AREA	1089.584	47,462,257

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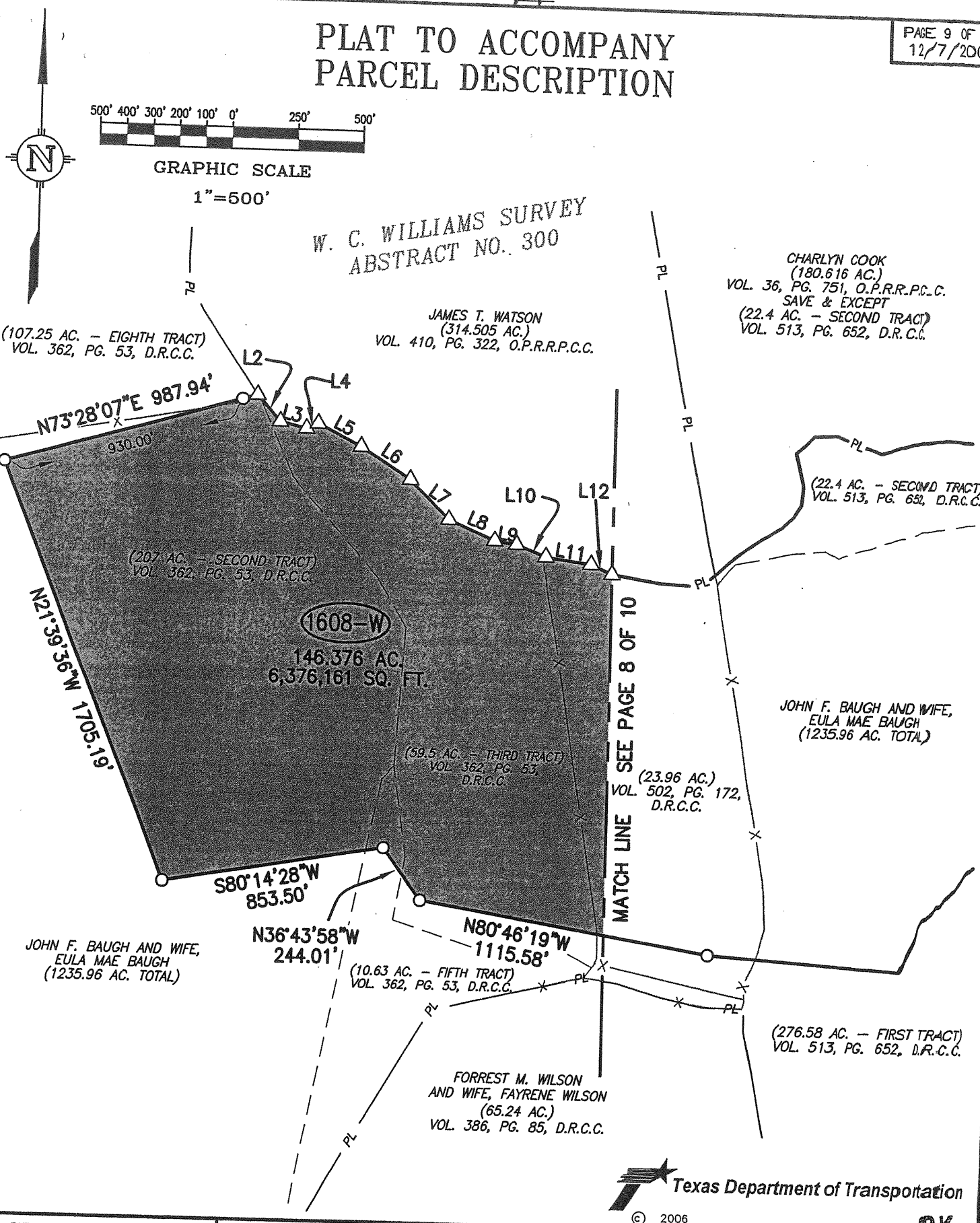
EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



Texas Department of Transportation

OK

MACIAS & ASSOC.
LAND SURVEYORS
5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876
EMAIL: MACIASURVEY@EARTHLINK.NET

PARCEL PLAT SHOWING PROPERTY OF
JOHN F. BAUGH AND WIFE, EULA MAE BAUGH

FILE	PROJECT	DISTRICT
P1608–W	STATE HIGHWAY 130	AUS
SCALE	FEDERAL AID PROJECT NO.	COUNTY
1" = 500'	HP 1196 (1)	CALDWELL

PARCEL NUMBER	1608–W	
	ACRES	SQUARE FEET
ACQUISITION AREA	146.376	6,376,161
DEED AREA	1235.96	53,838,418
REMAINDER AREA	1089.584	47,462,257

\JOBS\LSI\Mitigation Seg 5\3551406\DWG\P1608–W.dwg

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NOTES:

1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 (1986), SOUTH CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE DISTANCES. THE T.T.A. SH-130 SEGMENT "6" STATE PLANE GRID TO PROJECT SURFACE ADJUSTMENT SCALE FACTOR IS 1.00013.

2) THE EASEMENTS SHOWN OR NOTED AND ADDRESSED ON THIS SURVEY ARE THOSE LISTED IN SCHEDULE B OF THE TITLE COMMITMENT ISSUED BY FLOWERS-McDOWELL ABSTRACT CO., GF NO. 0308038, EFFECTIVE DATE: APRIL 11, 2006.

3) THE FOLLOWING EASEMENTS LISTED IN SCHEDULE B OF THE TITLE COMMITMENT DO NOT APPLY TO THIS PARCEL: ITEM 10c, 10d, 10bb AND 10cc.

4) THIS TRACT IS SUBJECT TO A RIGHT-OF-WAY EASEMENT GRANTED TO JULIA O'DAY RECORDED IN VOLUME 351, PAGE 551, D.R.C.C. (ITEM 10W)

5) THIS TRACT IS SUBJECT TO WATER PIPELINE EASEMENTS 10' IN WIDTH GRANTED TO POLONIA WATER SUPPLY RECORDED IN V.353, P.272, V.345, P.719, AND V.352, P.555, ALL OF D.R.C.C. (ITEM 10x, 10z AND 10aa)

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S22°40'03"W	188.18'
L2	S42°17'45"E	132.82'
L3	S76°55'42"E	105.47'
L4	N66°27'38"E	49.25'
L5	S63°18'48"E	185.13'
L6	S57°56'52"E	226.63'
L7	S44°50'23"E	211.42'
L8	S66°41'40"E	194.88'
L9	S81°56'42"E	84.51'
L10	S68°42'17"E	121.52'
L11	S82°08'43"E	175.11'
L12	S66°11'27"E	87.96'
L13	S80°56'41"E	187.81'
L14	S87°40'53"E	107.74'
L15	N70°51'46"E	86.74'
L16	N47°26'51"E	127.67'
L17	N52°13'19"E	86.69'
L18	N56°43'08"E	122.05'
L19	N46°10'08"E	62.39'
L20	N29°05'39"E	55.03'
L21	N04°57'07"E	72.93'
L22	N12°57'14"W	130.37'
L23	N46°21'17"E	93.46'
L24	N86°45'39"E	86.47'
L25	S70°06'04"E	188.15'

LINE TABLE

NUMBER	BEARING	DISTANCE
L26	N70°05'33"E	116.86'
L27	N82°21'57"E	134.12'
L28	S86°33'01"E	87.86'
L29	N85°41'35"E	88.54'
L30	N44°38'33"E	404.64'
L31	N49°18'43"E	123.02'
L32	N41°20'12"E	104.75'
L33	N36°47'07"E	95.12'
L34	N39°36'03"E	95.25'
L35	N63°12'35"E	37.68'
L36	N03°35'58"W	39.72'
L37	N23°20'48"E	92.87'
L38	N02°08'18"E	101.52'
L39	N23°09'43"E	78.99'
L40	N00°48'40"W	62.25'
L41	S88°41'48"E	147.27'
L42	N00°51'53"E	62.28'
L43	N21°43'07"E	106.72'
L44	N35°40'12"E	86.93'
L45	S89°23'37"E	264.95'
L46	N47°26'51"E	21.32'
L47	S89°23'37"E	122.70'

LEGEND

●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD WITH TxDOT ALUMINUM CAP
△	CALCULATED POINT
▲	FOUND FENCE CORNER POST
— PL —	PROPERTY LINE
℄	CREEK CENTERLINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
D.R.C.C.	DEED RECORDS OF CALDWELL COUNTY
O.P.R.R.P.C.C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY
( )	RECORD INFORMATION

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
CARMELO L. MACIAS
4333
PROFESSIONAL
LAND SURVEYOR

Carmelo L. Macias Dec 7, 2006

Carmelo L. Macias
Registered Professional Land Surveyor
No. 4333 – State of Texas

Date:

Texas Department of Transportation

OK

MACIAS & ASSOC.
LAND SURVEYORS
5410 SOUTH 1ST STREET
JUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876
EMAIL: MACIASURVEY@EARTHLINK.NET

PARCEL PLAT SHOWING PROPERTY OF
JOHN F. BAUGH AND WIFE, EULA MAE BAUGH

FILE	PROJECT	DISTRICT
P1608-W	STATE HIGHWAY 130	AUS
SCALE	FEDERAL AID PROJECT NO.	COUNTY
1" = 500'	HP 1196 (1)	CALDWELL

PARCEL NUMBER	1608-W	
	ACRES	SQUARE FEET
ACQUISITION AREA	146.376	6,376,161
DEED AREA	1235.96	53,838,418
REMAINDER AREA	1089.584	47,462,257

JOBS\LSI\Mitigation Seg 5\3551406\DWG\P1608-W.dwg

EXHIBIT "A"

County: Caldwell
Parcel No.: 1601-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

DESCRIPTION FOR PARCEL 1601-W

DESCRIPTION OF A 2,642,625 SQUARE FOOT, 60.666 ACRE TRACT OF LAND OUT OF THE W.C. WILLIAMS SURVEY, ABSTRACT NO. 300, CALDWELL COUNTY, TEXAS, AND THE JAMES W. BAKER SURVEY, ABSTRACT NO. 46, CALDWELL COUNTY, TEXAS, AND BEING OUT OF A 280.724 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 23, 2007 TO MALLADI S. REDDY, RECORDED IN VOLUME 490, PAGE 729, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS, AND ALSO BEING OUT OF TRACTS 8 AND 19 OF HILL COUNTRY FARMS, AN UNRECORDED SUBDIVISION; SAID 2,642,625 SQUARE FOOT, 60.666 ACRE TRACT BEING DESCRIBED AS PART ONE CONTAINING 1,625,855 SQUARE FEET, 37.324 ACRES, PART TWO CONTAINING 681,828 SQUARE FEET, 15.653 ACRES AND PART THREE CONTAINING 334,942 SQUARE FEET, 7.689 ACRES AS SHOWN ON THE ACCOMPANYING PARCEL PLAT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1 (1,625,855 square feet, 37.324 acres)

COMMENCING for reference at a found TxDot Type I concrete monument on the west right-of-way line of County Road 300, also known as State Highway No. 29 (S.H. 29), an 80-foot wide right-of-way, and on the east line of the remaining portion of a 22.4 acre tract described in a deed dated December 20, 1985 to Allen L. Brookshire and wife, Juanita Brookshire, recorded in Volume 502, Page 451, Deed Records of Caldwell County, Texas. Said remaining portion being 3.00 acres described as "LESS & EXCEPT" - Tract I in a Warranty Deed dated December 8, 1994 to Albert Contreras and wife, Dora Contreras, recorded in Volume 119, Page 708, Official Public Records of Real Property of Caldwell County, Texas;

THENCE, N 03° 15' 40" W, with the west right-of-way line of S.H. 29 and the east line of said Brookshire 3.00 acre tract, a distance of 147.66 feet to a calculated point in the approximate centerline of Plum Creek, on the south line of said Reddy 280.724 acre tract, at the northeast corner of said Brookshire 3.00 acre tract for the southeast corner and the **POINT OF BEGINNING** of this tract;

EXHIBIT "A"

County: Caldwell
Parcel No.: 1601-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

THENCE, with the approximate centerline of Plum Creek, the south line of said Reddy 280.724 acre tract, and the north line of said Brookshire 3.00 acre tract, a 3.379 acre tract described in a Warranty Deed with Vendor's Lien dated June 11, 1997 to Richard M. Boren and wife, Marie J. Boren, recorded in Volume 166, Page 406, Official Public Records of Real Property of Caldwell County, Texas, and a 16.021 acre tract described in a Warranty Deed dated December 8, 1994 to Albert Contreras and wife, Dora Contreras, recorded in Volume 119, Page 708, Official Public Records of Real Property of Caldwell County Texas, the following twenty (20) courses:

1) N 89° 31' 44" W, a distance of 118.55 feet to a calculated point;

2) N 75° 05' 10" W, a distance of 71.73 feet to a calculated point;

3) N 59° 23' 15" W, a distance of 75.53 feet to a calculated point;

4) N 34° 40' 36" W, a distance of 166.87 feet to a calculated point;

5) N 72° 27' 52" W, a distance of 125.92 feet to a calculated point;

6) S 88° 20' 12" W, a distance of 266.67 feet to a calculated point;

7) N 79° 32' 29" W, a distance of 109.60 feet to a calculated point;

8) S 67° 28' 20" W, a distance of 146.60 feet to a calculated point;

9) N 81° 55' 17" W, a distance of 97.77 feet to a calculated point;

10) N 03° 39' 27" W, a distance of 71.01 feet to a calculated point;

11) N 59° 47' 18" W, a distance of 87.87 feet to a calculated point;

12) N 32° 01' 18" E, a distance of 154.80 feet to a calculated point;

13) N 10° 45' 08" W, a distance of 93.46 feet to a calculated point;

EXHIBIT "A"

County: Caldwell
Parcel No.: 1601-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

14) N 46° 57' 09" W, a distance of 27.53 feet to a calculated point;

15) N 67° 28' 13" W, a distance of 102.77 feet to a calculated point;

16) S 82° 09' 23" W, a distance of 54.23 feet to a calculated point;

17) N 48° 51' 36" W, a distance of 116.56 feet to a calculated point;

18) N 55° 22' 06" W, a distance of 49.74 feet to a calculated point;

19) S 81° 07' 23" W, a distance of 78.35 feet to a calculated point;

20) S 60° 47' 34" W, a distance of 106.13 feet to a calculated point at the intersection of the approximate centerline of Plum Creek with the approximate centerline of Elm Creek, at a corner of a 180.616 acre tract described in a Warranty Deed dated June 14, 1988 to Charlyn Cook, recorded in Volume 36, Page 751, Official Public Records of Real Property of Caldwell County, Texas, at a common corner of said Reddy 280.724 acre tract and said Contreras 16.021 acre tract, for a corner of this tract;

THENCE, with the approximate centerline of Elm Creek, the west line of said Reddy 280.724 acre tract and the east line of said Cook 180.616 acre tract, the following seventeen (17) courses:

21) N 49° 57' 02" W, a distance of 278.32 feet to a calculated point;

22) N 73° 31' 13" W, a distance of 85.31 feet to a calculated point;

23) N 28° 27' 51" E, a distance of 91.22 feet to a calculated point;

24) N 26° 31' 13" E, a distance of 159.12 feet to a calculated point;

25) N 21° 47' 42" E, a distance of 56.85 feet to a calculated point;

OK

EXHIBIT "A"

County: Caldwell
Parcel No.: 1601-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

26) N 16° 37' 07" W, a distance of 76.56 feet to a calculated point;

27) N 07° 39' 36" E, a distance of 43.03 feet to a calculated point;

28) N 87° 32' 07" W, a distance of 67.30 feet to a calculated point;

29) N 67° 39' 56" W, a distance of 85.05 feet to a calculated point;

30) N 01° 18' 02" W, a distance of 107.95 feet to a calculated point;

31) N 53° 49' 15" E, a distance of 50.77 feet to a calculated point;

32) N 39° 42' 13" E, a distance of 33.96 feet to a calculated point;

33) N 12° 45' 59" W, a distance of 30.60 feet to a calculated point;

34) N 72° 38' 41" W, a distance of 23.02 feet to a calculated point;

35) N 55° 59' 14" W, a distance of 74.31 feet to a calculated point;

36) N 06° 19' 40" E, a distance of 87.73 feet to a calculated point;

37) N 37° 56' 27" E, a distance of 88.72 feet to a calculated point;

THENCE, across said Reddy 280.724 acre tract, the following seven (7) courses:

38) N 50° 19' 56" E, a distance of 115.36 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for an interior corner of this tract;

39) N 34° 45' 56" W, a distance of 13.47 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for a corner of this tract;

OK

EXHIBIT "A"

County: Caldwell
Parcel No.: 1601-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

40) N 54° 24' 31" E, a distance of 188.83 feet to a set 1/2-inch iron rod with TxDOT aluminum cap at the point of curvature of a non-tangent curve to the right;

41) Along said curve to the right having a radius of 484.88 feet, a central angle of 41° 59' 09", a chord which bears S 80° 43' 39" E, 347.42 feet, an arc distance of 355.32 feet to a set 1/2-inch iron rod with TxDOT aluminum cap at the point of non-tangency;

42) S 51° 50' 34" E, a distance of 863.76 feet to a set 1/2-inch iron rod with TxDOT aluminum cap on the west line of a 30-foot wide public road described in a deed dated March 20, 1895 to Caldwell County, recorded in Volume 18, Page 144, Deed Records of Caldwell County, Texas, and on the approximate west line of the James W. Baker Survey, for a corner of this tract;

43) S 11° 25' 43" E, with the west line of said 30-foot wide public road and the approximate west line of said James W. Baker Survey, a distance of 1036.02 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for an interior corner of this tract;

44) S 81° 57' 12" E, with the south line of said 30-foot wide public road, a distance of 388.29 feet to a set 1/2-inch iron rod with TxDOT aluminum cap on the west right-of-way line of S.H. 29, for a corner of this tract;

THENCE, with the west right-of-way line of S.H. 29, the following two (2) courses:

45) Along a curve to the left having a radius of 322.05 feet, a central angle of 02° 40' 08", a chord which bears S 01° 41' 01" W, 15.00 feet, an arc distance of 15.00 feet to a set 1/2-inch iron rod with TxDOT aluminum cap at the point of tangency;

46) S 00° 20' 57" W, a distance of 182.27 feet to the **POINT OF BEGINNING,** and containing 1,625,855 square feet, 37.324 acres of land, more or less.

OK

EXHIBIT "4"

County: Caldwell
Parcel No.: 1601-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

PART 2 (681,828 square feet, 15.653 acres)

COMMENCING for reference at a found TxDot Type I concrete monument on the west right-of-way line of County Road 300, also known as State Highway No. 29 (S.H. 29), an 80-foot wide right-of-way, and on the east line of the remaining portion of a 22.4 acre tract described in a deed dated December 20, 1985 to Allen L. Brookshire and wife, Juanita Brookshire, recorded in Volume 502, Page 451, Deed Records of Caldwell County, Texas. Said remaining portion being 3.00 acres described as "LESS & EXCEPT" - Tract I in a Warranty Deed dated December 8, 1994 to Albert Contreras and wife, Dora Contreras, recorded in Volume 119, Page 708, Official Public Records of Real Property of Caldwell County, Texas;

THENCE, N 03° 15' 40" W, with the west right-of-way line of S.H. 29 and the east line of said Brookshire 3.00 acre tract, a distance of 147.66 feet to a calculated point in the approximate centerline of Plum Creek, on the south line of said Reddy 280.724 acre tract, at the northeast corner of said Brookshire 3.00 acre tract;

THENCE, N 00° 20' 57" E, across said Reddy 280.724 acre tract, with the west right-of-way line of S.H. 29, a distance of 182.27 to a set 1/2-inch iron rod with TxDOT aluminum cap at the point of curvature of a curve to the right;

THENCE, continuing across said Reddy 280.724 acre tract, with the west right-of-way line of S.H. 29, along said curve to the right having a radius of 322.05 feet, a central angle of 08° 00' 49", a chord which bears N 04° 21' 19" E, 45.00 feet, an arc distance of 45.04 feet to a set 1/2-inch iron rod with TxDOT aluminum cap on the north line of a 30-foot wide public road described in a deed dated March 20, 1895 to Caldwell County, recorded in Volume 18, Page 144, Deed Records of Travis County, Texas, for the southeast corner and the **POINT OF BEGINNING** of this tract;

47) **THENCE**, N 81° 57' 12" W, with the north line of said 30-foot wide public road, a distance of 365.84 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for the southwest corner of this tract;

OK

EXHIBIT "A"

County: Caldwell
Parcel No.: 1601-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

48) **THENCE**, N 11° 25' 43" W, with the east line of said 30-foot wide public road, a distance of 996.34 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for the northwest corner of this tract;

49) **THENCE**, Due EAST, a distance of 1002.15 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for an angle point;

50) **THENCE**, S 43° 12' 36" E, a distance of 40.53 feet to a set 1/2-inch iron rod with TxDOT aluminum cap on the west right-of-way line of S.H. 29, for the northeast corner of this tract;

THENCE, with the west right-of-way line of S.H. 29, the following four (4) courses:

51) S 32° 16' 57" W, a distance of 297.69 feet to a set 1/2-inch iron rod with TxDOT aluminum cap at the point of curvature of a curve to the left;

52) Along said curve to the left having a radius of 325.86 feet, a central angle of 09° 12' 00", a chord which bears S 27° 40' 57" W, 52.27 feet, an arc distance of 52.33 feet to a set 1/2-inch iron rod with TxDOT aluminum cap at the point of tangency;

53) S 23° 04' 57" W, a distance of 674.90 feet to a set 1/2-inch iron rod with TxDOT aluminum cap at the point of curvature of a curve to the left;

54) Along said curve to the left having a radius of 322.05 feet, a central angle of 14° 43' 18", a chord which bears S 15° 43' 19" W, 82.52 feet, an arc distance of 82.75 feet to the **POINT OF BEGINNING,** and containing 681,828 square feet, 15.653 acres of land, more or less.

OK

EXHIBIT "A"

County: Caldwell
Parcel No.: 1601-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

PART 3 (334,942 square feet, 7.689 acres)

COMMENCING for reference at a found 5/8-inch iron rod on the west right-of-way line of U.S. Highway 183 (U.S. 183), a 120-foot wide right-of-way, at the northeast corner of a 5.25 acre tract described in a Warranty Deed to the North Texas District of Assemblies of God, Inc., recorded in Volume 11, Page 510, Official Public Records of Real Property of Caldwell County, Texas, and at the southeast corner of the remaining portion of a 10 acre tract out of a 163.4 acre tract described as "Sixth Tract" in a Special Warranty Gift Deed dated February 9, 1995 to Jean Lamb Benson and Anne Lamb, recorded in Volume 122, Page 806, Official Public Records of Real Property of Caldwell County, Texas. Said 10 acre tract described as "Second Tract" in a deed dated November 28, 1955 to W. E. Lamb, recorded in Volume 264, Page 531, Deed Records of Caldwell County, Texas;

THENCE, N 11° 09' 59" E, with the west right-of-way line of U.S. 183 and east line of said Lamb 10 acre tract, at 148.80 feet, pass the approximate centerline of Plum Creek at the southeast corner of said Reddy 280.724 acre tract, and continuing a total distance of 198.32 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for the southeast corner and the **POINT OF BEGINNING** of this tract;

55) **THENCE,** S 75° 28' 55" W, across said Reddy 280.724 acre tract, a distance of 445.02 feet to a set 1/2-inch iron rod with TxDOT aluminum cap on the east right-of-way line of State Highway 29 (S.H. 29), an 80-foot wide right-of-way, for the southwest corner of this tract, from said point, a found 5/8" iron rod at the southwest corner of said Lamb10 acre tract and at the northwest corner of said Assemblies of God 5.25 acre tract, bears S00°20'57"W, 167.36 feet;

THENCE, with the east right-of-way line of S.H. 29, continuing across said Reddy 280.724 acre tract, the following five (5) courses:

56) N 00° 20' 57" E, a distance of 109.75 feet to a set 1/2-inch iron rod with TxDOT aluminum cap at the point of curvature of a curve to the right;

EXHIBIT "A"

County: Caldwell
Parcel No.: 1601-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
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0440-06-008
3583-01-002
3583-02-002

57) Along said curve to the right having a radius of 242.05 feet, a central angle of 22° 44' 00", a chord which bears N 11° 42' 57" E, 95.41 feet, an arc distance of 96.04 feet to a set 1/2-inch iron rod with TxDOT aluminum cap at the point of tangency;

58) N 23° 04' 57" E, a distance of 674.90 feet to a set 1/2-inch iron rod with TxDOT aluminum cap at the point of curvature of a curve to the right;

59) Along said curve to the right having a radius of 245.86 feet, a central angle of 09° 12' 00", a chord which bears N 27° 40' 57" E, 39.44 feet, an arc distance of 39.48 feet to a set 1/2-inch iron rod with TxDOT aluminum cap at the point of tangency;

60) N 32° 16' 57" E, a distance of 276.99 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for the northwest corner of this tract;

61) **THENCE**, S 43° 12' 36" E, continuing across said Reddy 280.724 acre tract, a distance of 209.61 feet to a set 1/2-inch iron rod with TxDOT aluminum cap on the west right-of-way line of U.S. 183 and on the east line of said Reddy 280.724 acre tract, for the northeast corner of this tract, from said point, a found TxDot Type I concrete monument at an angle point on the west right-of-way line of U. S. 183, bears N 11° 09' 59" E, 814.41 feet;

62) **THENCE**, S 11° 09' 59" W, with the west right-of-way line of U.S. 183, a distance of 844.79 feet to the **POINT OF BEGINNING,** and containing 334,942 square feet, 7.689 acres of land, more or less.

NOTE: The Reddy 280.724 acre tract description includes: 1) an unused or abandoned portion of State Highway 29 (C.S.J. No. 152-2-7), an 80-foot wide strip of land which is secured in the name of Caldwell County, Texas, and 2) an unused or abandoned 30-foot wide public road conveyed to Caldwell County in 1895, but deed states the land will revert to the grantor when said 30-foot wide road is discontinued.

OK

EXHIBIT "A"

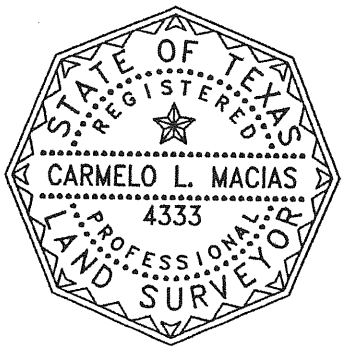
County: Caldwell
Parcel No.: 1601-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

All bearings shown hereon are based on the Texas State Plane Coordinate System, NAD83 (1986), South Central Zone. All distances shown are surface distances. The T.T.A. SH-130 Segment "6" State Plane Grid to Project Surface Adjustment Scale Factor is 1.00013.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Carmelo L. Macias, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 20th day of April, 2007 A.D.



Carmelo L. Macias

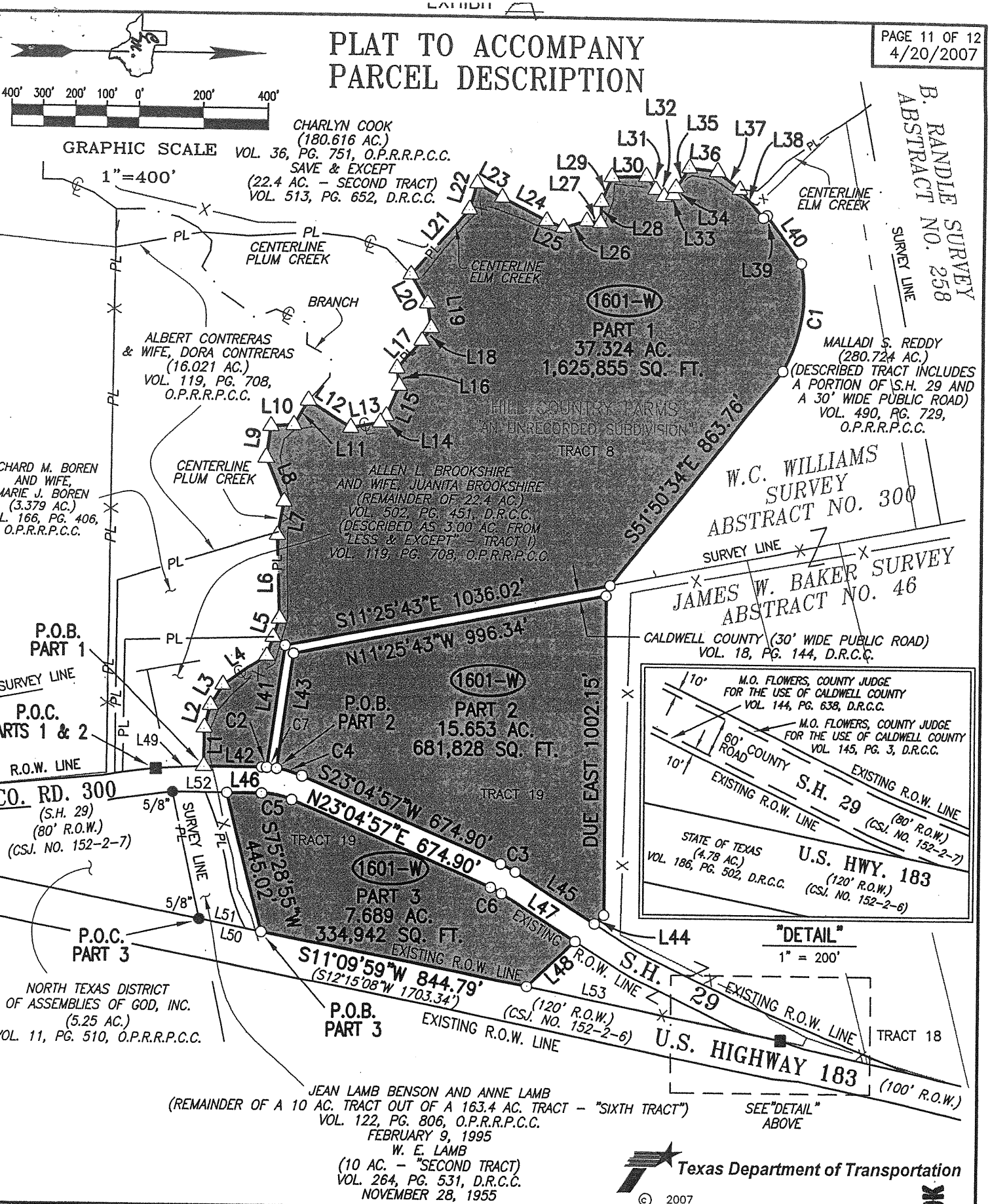
MACIAS & ASSOCIATES, INC.
5410 South 1st Street
Austin, Texas 78745

Carmelo L. Macias
Registered Professional Land Surveyor
No. 4333 - State of Texas

OK

EXHIBIT

PLAT TO ACCOMPANY PARCEL DESCRIPTION



MACIAS & ASSOC.
LAND SURVEYORS
5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876
EMAIL: MACIASURVEY@EARTHLINK.NET

PARCEL PLAT SHOWING PROPERTY OF
MALLADI S. REDDY

FILE	PROJECT	DISTRICT
P1601-W	STATE HIGHWAY 130	AUS
SCALE	FEDERAL AID PROJECT NO.	COUNTY
1" = 400'	HP 1196 (1)	CALDWELL

PARCEL NUMBER	1601-W PTS 1, 2 & 3	
	ACRES	SQUARE FEET
ACQUISITION PT 1	37.324	1,625,855
ACQUISITION PT 2	15.653	681,828
ACQUISITION PT 3	7.689	334,942
DEED AREA	280.724	12,228,337
REMAINDER AREA	220.058	9,585,712

OK

J:\JOBS\LSI\Mitigation Seq 5\3551406\DWG\P1601-W.dwg

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NOTES:

1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 (1986), SOUTH CENTRAL ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. THE T.T.A. SH-130 SEGMENT "6" STATE PLANE GRID TO PROJECT SURFACE ADJUSTMENT SCALE FACTOR IS 1.00013.

2) THE EASEMENTS SHOWN OR NOTED AND ADDRESSED ON THIS SURVEY ARE THOSE LISTED IN SCHEDULE B OF THE TITLE COMMITMENT ISSUED BY FLOWERS-McDOWELL ABSTRACT COMPANY, GF NO. 0308014, EFFECTIVE DATE: APRIL 9, 2007.

3) THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.

4) THIS TRACT IS SUBJECT TO WATER PIPELINE BLANKET TYPE EASEMENTS GRANTED TO POLONIA WATER SUPPLY CORP., RECORDED IN VOLUME 345, PAGE 651, VOLUME 353, PAGE 326, VOLUME 345, PAGE 644, AND VOLUME 353, PAGE 340, D.R.C.C. (ITEMS 10M, 10N, 10T & 10U)

LINE TABLE

NUMBER	Bearing	Distance
L1	N89°31'44"W	118.55'
L2	N75°05'10"W	71.73'
L3	N59°23'15"W	75.53'
L4	N34°40'36"W	166.87'
L5	N72°27'52"W	125.92'
L6	S88°20'12"W	266.67'
L7	N79°32'29"W	109.60'
L8	S67°28'20"W	146.60'
L9	N81°55'17"W	97.77'
L10	N03°39'27"W	71.01'
L11	N59°47'18"W	87.87'
L12	N32°01'18"E	154.80'
L13	N10°45'08"W	93.46'
L14	N46°57'09"W	27.53'
L15	N67°28'13"W	102.77'
L16	S82°09'23"W	54.23'
L17	N48°51'36"W	116.56'
L18	N55°22'06"W	49.74'
L19	S81°07'23"W	78.35'
L20	S60°47'34"W	106.13'
L21	N49°57'02"W	278.32'
L22	N73°31'13"W	85.31'
L23	N28°27'51"E	91.22'
L24	N26°31'13"E	159.12'

LINE TABLE

NUMBER	Bearing	Distance
L25	N21°47'42"E	56.85'
L26	N16°37'07"W	76.56'
L27	N07°39'36"E	43.03'
L28	N87°32'07"W	67.30'
L29	N67°39'56"W	85.05'
L30	N01°18'02"W	107.95'
L31	N53°49'15"E	50.77'
L32	N39°42'13"E	33.96'
L33	N12°45'59"W	30.60'
L34	N72°38'41"W	23.02'
L35	N55°59'14"W	74.31'
L36	N06°19'40"E	87.73'
L37	N37°56'27"E	88.72'
L38	N50°19'56"E	115.36'
L39	N34°45'56"W	13.47'
L40	N54°24'31"E	188.83'
L41	S81°57'12"E	388.29'
L42	S00°20'57"W	182.27'
L43	N81°57'12"W	365.84'
L44	S43°12'36"E	40.53'
L45	S32°16'57"W	297.69'
L46	N00°20'57"E	109.75'
L47	N32°16'57"E	276.99'
L48	S43°12'36"E	209.61'

LINE TABLE

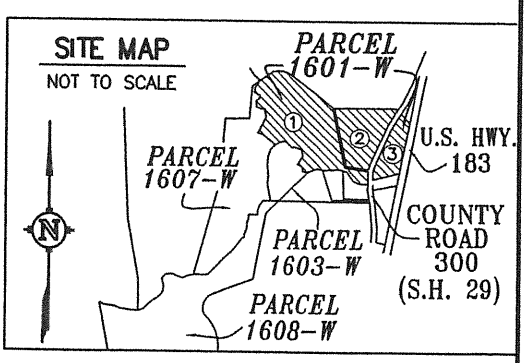
NUMBER	Bearing	Distance
L49	N03°15'40"W	147.66'
L50	N11°09'59"E	198.32'
L51	N11°09'59"E	148.80'
L52	S00°20'57"W	167.36'
L53	N11°09'59"E	814.41'

CURVE TABLE

NUMBER	Delta Angle	Radius	Arc Length	Chord Length	Chord Bearing
C1	41°59'09"	484.88'	355.32'	347.42'	S80°43'39"E
C2	02°40'08"	322.05'	15.00'	15.00'	S01°41'01"W
C3	09°12'00"	325.86'	52.33'	52.27'	S27°40'57"W
C4	14°43'18"	322.05'	82.75'	82.52'	S15°43'19"W
C5	22°44'00"	242.05'	96.04'	95.41'	N11°42'57"E
C6	09°12'00"	245.86'	39.48'	39.44'	N27°40'57"E
C7	05°20'41"	322.05'	30.04'	30.03'	S05°41'23"W

LEGEND

■	FOUND TxDOT TYPE I CONCRETE MONUMENT
●	FOUND 5/8" IRON ROD
○	SET 1/2" IRON ROD WITH TxDOT ALUMINUM CAP
△	CALCULATED POINT
▲	FENCE CORNER POST
— PL —	PROPERTY LINE
℄	CREEK CENTERLINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
D.R.C.C.	DEED RECORDS OF CALDWELL COUNTY
O.P.R.R.P.C.C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY
( )	RECORD INFORMATION



I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
CARMELO L. MACIAS
4333
PROFESSIONAL
LAND SURVEYOR

Carmelo L. Macias April 20, 2007

Carmelo L. Macias Date:
Registered Professional Land Surveyor
No. 4333 – State of Texas

Texas Department of Transportation

MACIAS & ASSOC.
LAND SURVEYORS
5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876
EMAIL: MACIASURVEY@EARTHLINK.NET

PARCEL PLAT SHOWING PROPERTY OF
MALLADI S. REDDY

FILE	PROJECT	DISTRICT
P1601-W	STATE HIGHWAY 130	AUS
SCALE	FEDERAL AID PROJECT NO.	COUNTY
1" = 400'	HP 1196 (1)	CALDWELL

PARCEL NUMBER	1601-W PTS 1, 2 & 3	
	ACRES	SQUARE FEET
ACQUISITION PT 1	37.324	1,625,855
ACQUISITION PT 2	15.653	681,828
ACQUISITION PT 3	7.689	334,942
DEED AREA	280.724	12,228,337
REMAINDER AREA	220.058	9,585,712

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EXHIBIT "A"

County: Caldwell
Parcel No.: 1607-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid
Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

DESCRIPTION FOR PARCEL 1607-W

DESCRIPTION OF A 1,934,347 SQUARE FOOT, 44.407 ACRE TRACT OF LAND OUT OF THE W.C. WILLIAMS SURVEY, ABSTRACT NO. 300, CALDWELL COUNTY, TEXAS, AND BEING OUT OF A 180.616 ACRE TRACT DESCRIBED IN A WARRANTY DEED DATED JUNE 14, 1988 TO CHARLYN COOK, RECORDED IN VOLUME 36, PAGE 751, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS, SAVE AND EXCEPT, A 22.4 ACRE TRACT DESCRIBED IN A DEED DATED DECEMBER 20, 1985 TO BARBARA BAUGH MORRISON, RECORDED IN VOLUME 502, PAGE 176, DEED RECORDS OF CALDWELL COUNTY, TEXAS, SAID 22.4 ACRE TRACT ALSO BEING DESCRIBED IN A DEED DATED DECEMBER 29, 1986 TO JOHN F. BAUGH AND WIFE, EULA MAE BAUGH, RECORDED IN VOLUME 513, PAGE 652, DEED RECORDS OF CALDWELL COUNTY, TEXAS; SAID 1,934,347 SQUARE FOOT, 44.407 ACRE TRACT BEING DESCRIBED AS PART ONE CONTAINING 1,786,385 SQUARE FEET, 41.010 ACRES AND PART TWO CONTAINING 147,962 SQUARE FEET, 3.397 ACRES AS SHOWN ON THE ACCOMPANYING PARCEL PLAT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1 (1,786,385 square feet, 41.010 acres)

COMMENCING for reference at a found 1/2-inch iron rod on the west right-of-way line of County Road 300 (also known as State Highway No. 29), an 80-foot wide right-of-way, at the southeast corner of a 16.021 acre tract described in a Warranty Deed dated December 8, 1994 to Albert Contreras and wife, Dora Contreras, recorded in Volume 119, Page 708, Official Public Records of Real Property of Caldwell County, Texas, and at the northeast corner of a 276.58 acre tract described as "First Tract" in a Warranty Deed dated December 29, 1986 to John F. Baugh and wife, Eula Mae Baugh, recorded in Volume 513, Page 652, Deed Records of Caldwell County, Texas;

THENCE, N 89° 23' 37" W, with the south line of said Contreras 16.021 acre tract and the north line of said Baugh 276.58 acre tract, a distance of 1656.48 feet to found fence corner post at the southwest corner of said Contreras 16.021 acre tract, at the northwest corner of said Baugh 276.58 acre tract, at the northeast corner of a 22.4 acre tract described as "Second

EXHIBIT "A"

County: Caldwell
Parcel No.: 1607-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid
Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

Tract" in a Warranty Deed dated December 29, 1986 to John F. Baugh and wife, Eula Mae Baugh, recorded in Volume 513, Page 652, Deed Records of Caldwell County, Texas, and at a corner of the remaining portion of said Cook 180.616 acre tract for a corner and the **POINT OF BEGINNING** of this tract;

1) **THENCE**, N 89° 23' 37" W, with the south line of the remaining portion of said Cook 180.616 acre tract and the north line of said Baugh 22.4 acre tract, a distance of 122.70 feet to a calculated point in the approximate centerline of Plum Creek, for an angle point;

THENCE, with the approximate centerline of Plum Creek, the southeast line of the remaining portion of said Cook 180.616 acre tract and the northwest line of said Baugh 22.4 acre tract, the following eighteen (18) courses:

2) S 35° 40' 12" W, a distance of 86.93 feet to a calculated point;

3) S 21° 43' 07" W, a distance of 106.72 feet to a calculated point;

4) S 00° 51' 53" W, a distance of 62.28 feet to a calculated point;

5) N 88° 41' 48" W, a distance of 147.27 feet to a calculated point;

6) S 00° 48' 40" E, a distance of 62.25 feet to a calculated point;

7) S 23° 09' 43" W, a distance of 78.99 feet to a calculated point;

8) S 02° 08' 18" W, a distance of 101.52 feet to a calculated point;

9) S 23° 20' 48" W, a distance of 92.87 feet to a calculated point;

10) S 03° 35' 58" E, a distance of 39.72 feet to a calculated point;

11) S 63° 12' 35" W, a distance of 37.68 feet to a calculated point;

EXHIBIT "A"

County: Caldwell
Parcel No.: 1607-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid
Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

12) S 39° 36' 03" W, a distance of 95.25 feet to a calculated point;

13) S 36° 47' 07" W, a distance of 95.12 feet to a calculated point;

14) S 41° 20' 12" W, a distance of 104.75 feet to a calculated point;

15) S 49° 18' 43" W, a distance of 123.02 feet to a calculated point;

16) S 44° 38' 33" W, a distance of 404.64 feet to a calculated point;

17) S 85° 41' 35" W, a distance of 88.54 feet to a calculated point;

18) N 86° 33' 01" W, a distance of 87.86 feet to a calculated point;

19) S 82° 21' 57" W, a distance of 61.45 feet to a calculated point for the southwest corner of this tract;

THENCE, across said Cook 180.616 acre tract, the following six (6) courses:

20) N 15° 52' 57" E, at 30.00 feet, pass a set 1/2-inch iron rod with TxDOT aluminum cap for reference, and continuing a total distance of 1529.82 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for an angle point;

21) N 05° 04' 20" E, a distance of 1095.43 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for a corner of this tract;

22) N 88° 54' 50" E, a distance of 385.54 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for an interior corner of this tract;

23) N 04° 38' 08" E, a distance of 539.49 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for a corner of this tract;

24) N 82° 40' 31" E, a distance of 55.95 feet to a set 1/2-inch iron rod with TxDOT

EXHIBIT "A"

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Parcel No.: 1607-W
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0440-06-008
3583-01-002
3583-02-002

aluminum cap for an angle point;

25) N 50° 19' 56" E, a distance of 67.84 feet to a calculated point in the approximate centerline of Elm Creek, on the east line of said Cook 180.616 acre tract and on the west line of a 290.732 acre tract described in a Warranty Deed with Vendor's Lien dated October 11, 2005 to Capital Acreage, Ltd., recorded in Volume 435, Page 492, Official Public Records of Real Property of Caldwell County, Texas, for the most northerly corner of this tract;

THENCE, with the approximate centerline of Elm Creek, the east line of said Cook 180.616 acre tract and the west line of said Capital Acreage 290.732 acre tract, the following seventeen (17) courses:

26) S 37° 56' 27" W, a distance of 88.72 feet to a calculated point;

27) S 06° 19' 40" W, a distance of 87.73 feet to a calculated point;

28) S 55° 59' 14" E, a distance of 74.31 feet to a calculated point;

29) S 72° 38' 41" E, a distance of 23.02 feet to a calculated point;

30) S 12° 45' 59" E, a distance of 30.60 feet to a calculated point;

31) S 39° 42' 13" W, a distance of 33.96 feet to a calculated point;

32) S 53° 49' 15" W, a distance of 50.77 feet to a calculated point;

33) S 01° 18' 02" E, a distance of 107.95 feet to a calculated point;

34) S 67° 39' 56" E, a distance of 85.05 feet to a calculated point;

35) S 87° 32' 07" E, a distance of 67.30 feet to a calculated point;

EXHIBIT "A"

County: Caldwell
Parcel No.: 1607-W
Highway: S.H. 130
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Federal Aid
Project No.: HP 1196 (1)
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0440-06-008
3583-01-002
3583-02-002

36) S 07° 39' 36" W, a distance of 43.03 feet to a calculated point;

37) S 16° 37' 07" E, a distance of 76.56 feet to a calculated point;

38) S 21° 47' 42" W, a distance of 56.85 feet to a calculated point;

39) S 26° 31' 13" W, a distance of 159.12 feet to a calculated point;

40) S 28° 27' 51" W, a distance of 91.22 feet to a calculated point;

41) S 73° 31' 13" E, a distance of 85.31 feet to a calculated point;

42) S 49° 57' 02" E, a distance of 278.32 feet to a calculated point on the north line of said 16.021 acre tract, at the intersection of the approximate centerline of Elm Creek with the approximate centerline of Plum Creek, at a corner of said Cook 180.616 acre tract and at the southwest corner of said Capital Acreage 290.732 acre tract, for a corner of this tract;

THENCE, with the approximate centerline of Plum Creek, the east line of said Cook 180.616 acre tract and the west line of said Contreras 16.021 acre tract, the following six (6) courses:

43) S 47° 13' 08" W, a distance of 111.78 feet to a calculated point;

44) S 19° 24' 54" W, a distance of 109.21 feet to a calculated point;

45) S 06° 06' 12" W, a distance of 132.77 feet to a calculated point;

46) S 04° 16' 16" E, a distance of 192.20 feet to a calculated point;

47) S 05° 07' 18" W, a distance of 59.15 feet to a calculated point;

48) S 03° 30' 01" W, a distance of 87.04 feet to a calculated point;

49) **THENCE**, S 11° 16' 33" E, with the east line of said Cook 180.616 acre tract and the

EXHIBIT "A"

County: Caldwell
Parcel No.: 1607-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
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Federal Aid
Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

west line of said Contreras 16.021 acre tract, a distance of 274.17 feet to the **POINT OF BEGINNING** and containing 1,786,385 square feet, 41.010 acres of land, more or less.

PART 2 (147,962 square feet, 3.397 acres)

COMMENCING for reference at a found 14-inch Cedar Elm having Texas State Plane Coordinate (South Central Zone, NAD83(1986), U.S. Feet, Project Surface Adjustment Scale Factor 1.00013) values of N=13,886,787.76, E=2,383,144.37, on the west line of said Cook 180.616 acre tract and on the east line of a 314.505 acre tract described in a General Warranty Deed dated February 4, 2005 to James T. Watson, recorded in Volume 410, Page 322, Official Public Records of Real Property of Caldwell County, Texas;

THENCE, S 10° 16' 24" E, with the west line of said Cook 180.616 acre tract and the east line of said Watson 314.505 acre tract, a distance of 989.72 feet to a found 60d nail in fence post for the northwest corner and the **POINT OF BEGINNING** of this tract;

THENCE, across said Cook 180.616 acre tract, the following two (2) courses:

50) N 75° 11' 01" E, a distance of 314.06 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for an angle point;

51) N 86° 45' 39" E, a distance of 155.67 feet to a calculated point in the approximate centerline of Plum Creek, on the southeast line of the remaining portion of said Cook 180.616 acre tract and on the northwest line of a 22.4 acre tract described as "Second Tract" in a Warranty Deed dated December 29, 1986 to John F. Baugh and wife, Eula Mae Baugh, recorded in Volume 513, Page 652, Deed Records of Caldwell County, Texas, for the northeast corner of this tract;

THENCE, with the approximate centerline of Plum Creek, the southeast line of the remaining portion of said Cook 180.616 acre tract and the northwest line of said Baugh 22.4 acre tract, the following eight (8) courses:

EXHIBIT "A"

County: Caldwell
Parcel No.: 1607-W
Highway: S.H. 130
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3583-01-002
3583-02-002

52) S 46° 21' 17" W, a distance of 93.46 feet to a calculated point;

53) S 12° 57' 14" E, a distance of 130.37 feet to a calculated point;

54) S 04° 57' 07" W, a distance of 72.93 feet to a calculated point;

55) S 29° 05' 39" W, a distance of 55.03 feet to a calculated point;

56) S 46° 10' 08" W, a distance of 62.39 feet to a calculated point;

57) S 56° 43' 08" W, a distance of 122.05 feet to a calculated point;

58) S 52° 13' 19" W, a distance of 86.69 feet to a calculated point;

59) S 47° 26' 51" W, a distance of 106.35 feet to a calculated point at the southwest corner of the remaining portion of said Cook 180.616 acre tract, at the northwest corner of said Baugh 22.4 acre tract, the southeast corner of said Watson 314.505 acre tract, and at the northeast corner of a 23.96 acre tract described in a Warranty Deed dated December 20, 1985 to John F. Baugh, recorded in Volume 502, Page 172, Deed Records of Caldwell County, Texas, for the southwest corner of this tract;

THENCE, with the west line of said Cook 180.616 acre tract and the east line of said Watson 314.505 acre tract, the following two (2) courses:

60) N 12° 40' 02" W, a distance of 118.28 feet to a found 18" mesquite having Texas State Plane Coordinate (South Central Zone, NAD83(1986), U.S. Feet, Project Surface Adjustment Scale Factor 1.00013) values of N=13,885,470.90, E=2,383,388.62, for an angle point;

61) N 11° 10' 17" W, a distance of 349.63 feet to the **POINT OF BEGINNING**, and containing 147,962 square feet, 3.397 acres of land, more or less.

EXHIBIT "A"

County: Caldwell
Parcel No.: 1607-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid
Project No.: HP 1196 (1)
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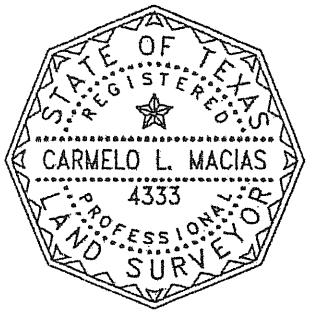
All bearings shown hereon are based on the Texas State Plane Coordinate System, NAD83 (1986), South Central Zone. All distances shown are surface distances. The T.T.A. SH-130 Segment "6" State Plane Grid to Project Surface Adjustment Scale Factor is 1.00013.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Carmelo L. Macias, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 7th day of December, 2006 A.D.



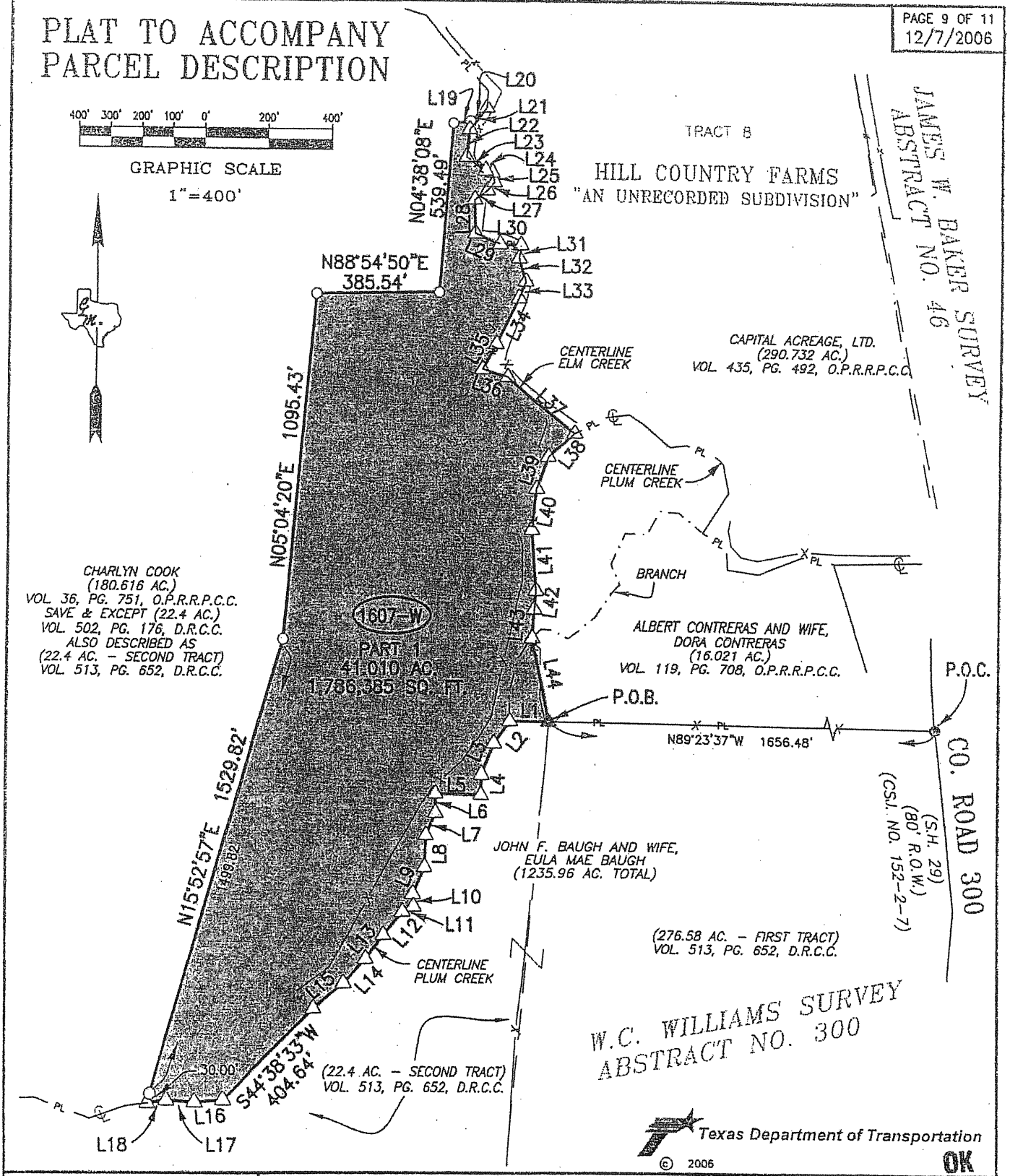
Carmelo L. Macias

MACIAS & ASSOCIATES, INC.
5410 South 1st Street
Austin, Texas 78745

Carmelo L. Macias
Registered Professional Land Surveyor
No. 4333 - State of Texas

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



Texas Department of Transportation

OK

MACIAS & ASSOC.
LAND SURVEYORS
5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876
EMAIL: MACIASURVEYO@EARTHLINK.NET

PARCEL PLAT SHOWING PROPERTY OF
CHARLYN COOK

FILE	PROJECT	DISTRICT
P1607-W	STATE HIGHWAY 130	AUS
SCALE	FEDERAL AID PROJECT NO.	COUNTY
1" = 400'	HP 1196 (1)	CALDWELL

PARCEL NUMBER	1607-W PT1 & PT2	
	ACRES	SQUARE FEET
ACQUISITION PT 1	41.010	1,786,385
ACQUISITION PT 2	3.397	147,962
DEED AREA	158.216	6,891,889
REMAINDER AREA	113.809	4,957,542

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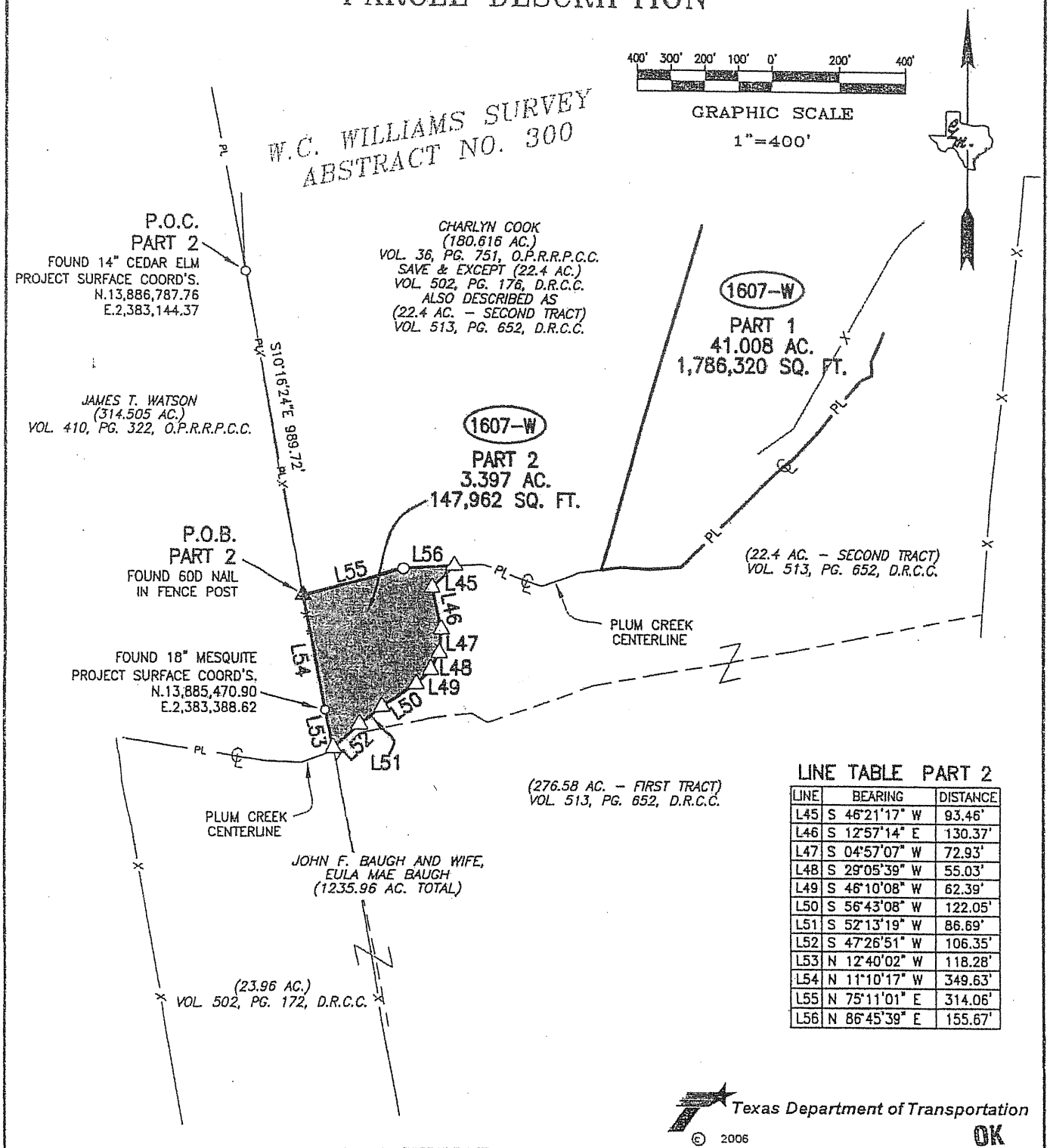
EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LINE TABLE PART 2

LINE	BEARING	DISTANCE
L45	S 46°21'17" W	93.46'
L46	S 12°57'14" E	130.37'
L47	S 04°57'07" W	72.93'
L48	S 29°05'39" W	55.03'
L49	S 46°10'08" W	62.39'
L50	S 56°43'08" W	122.05'
L51	S 52°13'19" W	86.69'
L52	S 47°26'51" W	106.35'
L53	N 12°40'02" W	118.28'
L54	N 11°10'17" W	349.63'
L55	N 75°11'01" E	314.06'
L56	N 86°45'39" E	155.67'

Texas Department of Transportation

OK

MACIAS & ASSOC.
LAND SURVEYORS
5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876
EMAIL: MACIASURVEY@EARTHLINK.NET

PARCEL PLAT SHOWING PROPERTY OF CHARLYN COOK

FILE	PROJECT	DISTRICT
P1607-W	STATE HIGHWAY 130	AUS
SCALE	FEDERAL AID PROJECT NO.	COUNTY
1" = 400'	HP 1196 (1)	CALDWELL

PARCEL NUMBER	1607-W PT1 & PT2	
	ACRES	SQUARE FEET
ACQUISITION PT 1	41.010	1,786,385
ACQUISITION PT 2	3.397	147,962
DEED AREA	158.216	6,891,889
REMAINDER AREA	113.809	4,957,542

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EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NOTES:

1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 (1986), SOUTH CENTRAL ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. THE T.T.A. SH-130 SEGMENT "6" STATE PLANE GRID TO PROJECT SURFACE ADJUSTMENT SCALE FACTOR IS 1.00013.

2) IMPROVEMENTS SHOWN HEREON ARE FROM DIGITAL PHOTOGRAMMETRY FILES AND/OR THE ADDITIONAL DELINEATION OF IMPROVEMENTS WHICH HAVE BEEN BUILT (OR REMOVED) AFTER THE PHOTOGRAMMETRY WAS DEVELOPED.

3) THE EASEMENTS SHOWN OR NOTED AND ADDRESSED ON THIS SURVEY ARE THOSE LISTED IN SCHEDULE B OF THE TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY, GF NO. 0308037, EFFECTIVE DATE: APRIL 11, 2006.

4) THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.

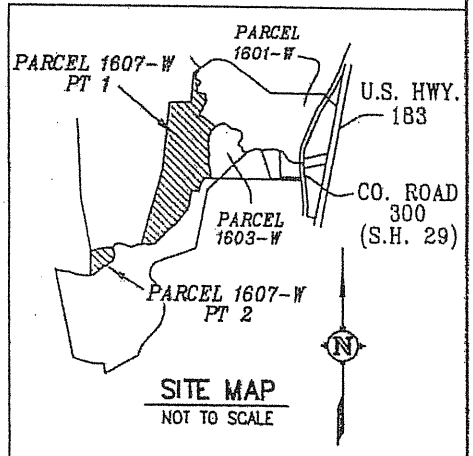
LEGEND

●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD WITH TxDOT ALUMINUM CAP
△	CALCULATED POINT
▲	FOUND FENCE CORNER POST
— PL —	PROPERTY LINE
℄	CREEK CENTERLINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
D.R.C.C.	DEED RECORDS OF CALDWELL COUNTY
O.P.R.R.P.C.C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY
( )	RECORD INFORMATION

LINE TABLE PART 1

LINE	BEARING	DISTANCE
L1	N 89°23'37" W	122.70'
L2	S 35°40'12" W	86.93'
L3	S 21°43'07" W	106.72'
L4	S 00°51'53" W	62.28'
L5	N 88°41'48" W	147.27'
L6	S 00°48'40" E	62.25'
L7	S 23°09'43" W	78.99'
L8	S 02°08'18" W	101.52'
L9	S 23°20'48" W	92.87'
L10	S 03°35'58" E	39.72'
L11	S 63°12'35" W	37.68'
L12	S 39°36'03" W	95.25'
L13	S 36°47'07" W	95.12'
L14	S 41°20'12" W	104.75'
L15	S 49°18'43" W	123.02'
L16	S 85°41'35" W	88.54'
L17	N 86°33'01" W	87.86'
L18	S 82°21'57" W	61.45'
L19	N 82°40'31" E	55.95'
L20	N 50°19'56" E	67.84'
L21	S 37°56'27" W	88.72'
L22	S 06°19'40" W	87.73'

LINE	BEARING	DISTANCE
L23	S 55°59'14" E	74.31'
L24	S 72°38'41" E	23.02'
L25	S 12°45'59" E	30.60'
L26	S 39°42'13" W	33.96
L27	S 53°49'15" W	50.77'
L28	S 01°18'02" E	107.95'
L29	S 67°39'56" E	85.05'
L30	S 87°32'07" E	67.30'
L31	S 07°39'36" W	43.03'
L32	S 16°37'07" E	76.56'
L33	S 21°47'42" W	56.85'
L34	S 26°31'13" W	159.12'
L35	S 28°27'51" W	91.22'
L36	S 73°31'13" E	85.31'
L37	S 49°57'02" E	278.32'
L38	S 47°13'08" W	111.78'
L39	S 19°24'54" W	109.21'
L40	S 06°06'12" W	132.77'
L41	S 04°16'16" E	192.20'
L42	S 05°07'18" W	59.15'
L43	S 03°30'01" W	87.04'
L44	S 11°16'33" E	274.17'



SITE MAP
NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
CARMELO L. MACIAS
4333
PROFESSIONAL
LAND SURVEYOR

Carmelo L. Macias Dec 7, 2006

Carmelo L. Macias — Date:
Registered Professional Land Surveyor
No. 4333 – State of Texas

Texas Department of Transportation

OK

MACIAS & ASSOC.
LAND SURVEYORS
5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876
EMAIL: MACIASURVEY@EARTHLINK.NET

PARCEL PLAT SHOWING PROPERTY OF CHARLYN COOK

FILE	PROJECT	DISTRICT
P1607-W	STATE HIGHWAY 130	AUS
SCALE	FEDERAL AID PROJECT NO.	COUNTY
1" = 400'	HP 1196 (1)	CALDWELL

PARCEL NUMBER	1607-W PT1 & PT2	
	ACRES	SQUARE FEET
ACQUISITION PT 1	41.010	1,786,385
ACQUISITION PT 2	3.397	147,962
DEED AREA	158.216	6,891,889
REMAINDER AREA	113.809	4,957,542

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EXHIBIT "A"

County: Caldwell
Parcel No.: 1616-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

DESCRIPTION FOR PARCEL 1616-W

DESCRIPTION OF A 41,688 SQUARE FOOT, 0.957 ACRE TRACT OF LAND OUT OF THE JAMES W. BAKER SURVEY, ABSTRACT NO. 46, CALDWELL COUNTY, TEXAS, AND BEING OUT OF A 30-FOOT WIDE PUBLIC ROAD DESCRIBED IN A DEED DATED MARCH 20, 1895 TO CALDWELL COUNTY, RECORDED IN VOLUME 18, PAGE 144, DEED RECORDS OF CALDWELL COUNTY, TEXAS, ALSO BEING OUT OF A 280.724 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 23, 2007 TO MALLADI S. REDDY, RECORDED IN VOLUME 490, PAGE 729, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS, AND ALSO BEING OUT OF TRACT 19 OF HILL COUNTRY FARMS, AN UNRECORDED SUBDIVISION; SAID 41,688 SQUARE FOOT, 0.957 ACRE TRACT AS SHOWN ON THE ACCOMPANYING PARCEL PLAT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for reference at a found 5/8-inch iron rod with plastic cap at a corner of Rolling Ridge Road, a 50-foot wide right-of-way, at an interior corner of said Reddy 280.724 acre tract, same being the approximate northwest corner of the James W. Baker Survey;

THENCE, S 11° 25' 43" E, across said Reddy 280.724 acre tract, with the approximate west line of said James W. Baker Survey and the west line of said 30-foot wide public road, a distance of 2650.46 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for the northwest corner and the **POINT OF BEGINNING** of this tract;

THENCE, across said 30-foot wide public road, the following two (2) courses:

1) S 51° 50' 34" E, a distance of 19.68 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for an angle point;

2) Due EAST, a distance of 17.59 feet to a set 1/2-inch iron rod with TxDOT aluminum cap on the east line of said 30-foot wide public road, for the northeast corner of this tract;

OK

EXHIBIT "A"

County: Caldwell
Parcel No.: 1616-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

3) **THENCE**, S 11° 25' 43" E, with the east line of said 30-foot wide public road, a distance of 996.34 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for an interior corner of this tract;

4) **THENCE**, S 81° 57' 12" E, with the north line of said 30-foot wide public road, a distance of 365.84 feet to a set 1/2-inch iron rod with TxDOT aluminum cap on the west right-of-way line of State Highway No. 29 (S.H. 29), an 80-foot wide right-of-way, for a corner of this tract;

5) **THENCE**, along a curve to the left having a radius of 322.05 feet, a central angle of 05° 20' 40", a chord which bears S 05° 41' 23" W, 30.03 feet, an arc distance of 30.04 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for the southeast corner of this tract, from said point, a found TxDOT Type I concrete monument on the east line of the remaining portion a 22.4 acre tract described in a deed dated December 20, 1985 to Allen L. Brookshire and wife, Juanita Brookshire, recorded in Volume 502, Page 451, Deed Records of Caldwell County, Texas, bears a chord of S 01° 41' 01" W, 15.00 feet, S 00° 20' 57" W, 182.27 feet, and S 03° 15' 40" E, 147.66 feet. The remaining portion of said 22.4 acre tract being 3.00 acres described as "LESS & EXCEPT" - Tract I in a Warranty Deed dated December 8, 1994 to Albert Contreras and wife, Dora Contreras, recorded in Volume 119, Page 708, Official Public Records of Real Property of Caldwell County, Texas;

6) **THENCE**, N 81° 57' 12" W, with the south line of said 30-foot wide public road, a distance of 388.29 feet to a set 1/2-inch iron rod with TxDOT aluminum cap on the approximate west line of said James W. Baker Survey, for the southwest corner of this tract;

7) **THENCE**, N 11° 25' 43" W, with the west line of said 30-foot wide public road and the approximate west line of said James W. Baker Survey, a distance of 1036.02 feet to the **POINT OF BEGINNING**, and containing 41,688 square feet, 0.957 acre of land, more or less.

EXHIBIT "A"

County: Caldwell
Parcel No.: 1616-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

NOTE: The Reddy 280.724 acre tract description includes an unused or abandoned portion of State Highway 29 (C.S.J. No. 152-2-7), an 80-foot wide strip of land and an unused or abandoned 30-foot wide public road which are both secured in the name of Caldwell County, Texas.

All bearings shown hereon are based on the Texas State Plane Coordinate System, NAD83 (1986), South Central Zone. All distances shown are surface distances. The T.T.A. SH-130 Segment "6" State Plane Grid to Project Surface Adjustment Scale Factor is 1.00013.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Carmelo L. Macias, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 20th day of April, 2007 A.D.

Carmelo L. Macias

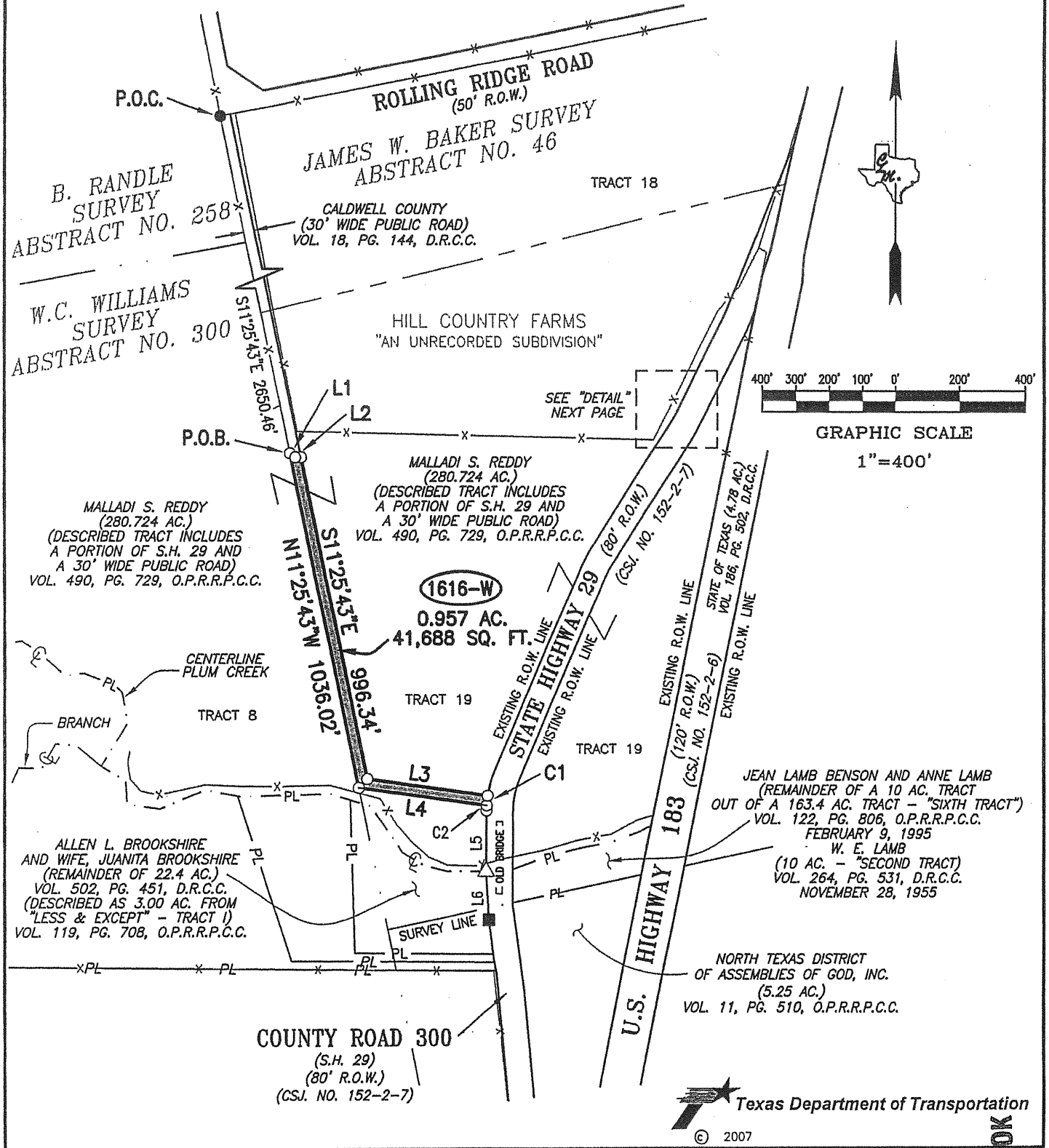
MACIAS & ASSOCIATES, INC.
5410 South 1st Street
Austin, Texas 78745

Carmelo L. Macias
Registered Professional Land Surveyor
No. 4333 - State of Texas

OK

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



Texas Department of Transportation

OK

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5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876
EMAIL: MACIASURVEY@EARTHLINK.NET

PARCEL PLAT SHOWING PROPERTY OF CALDWELL COUNTY

FILE	PROJECT	DISTRICT
P1616-W	STATE HIGHWAY 130	AUS
SCALE	FEDERAL AID PROJECT NO.	COUNTY
1" = 400'	HP 1196 (1)	CALDWELL

PARCEL NUMBER	1616-W	
	ACRES	SQUARE FEET
ACQUISITION	0.957	41,688
DEED AREA	2.83	123,275
REMAINDER AREA	1.873	81,587

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EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

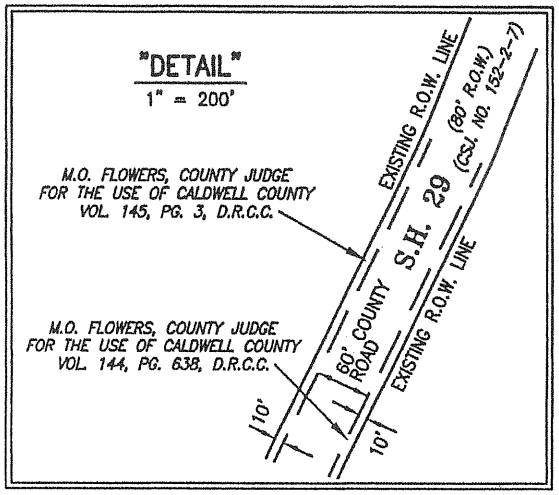
NOTES:

1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 (1986), SOUTH CENTRAL ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. THE T.T.A. SH-130 SEGMENT "6" STATE PLANE GRID TO PROJECT SURFACE ADJUSTMENT SCALE FACTOR IS 1.00013.

2) THE EASEMENTS SHOWN OR NOTED AND ADDRESSED ON THIS SURVEY ARE THOSE LISTED IN SCHEDULE B OF THE TITLE COMMITMENT ISSUED BY FLOWERS-McDOWELL ABSTRACT COMPANY, GF NO. 0608022, EFFECTIVE DATE: APRIL 9, 2007.

3) THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.

4) THIS TRACT IS SUBJECT TO WATER PIPELINE BLANKET TYPE EASEMENTS GRANTED TO POLONIA WATER SUPPLY CORP., RECORDED IN VOLUME 345, PAGE 651, VOLUME 353, PAGE 326, VOLUME 345, PAGE 644, AND VOLUME 353, PAGE 340, D.R.C.C. (ITEMS 10M, 10N, 10T & 10U)



LEGEND

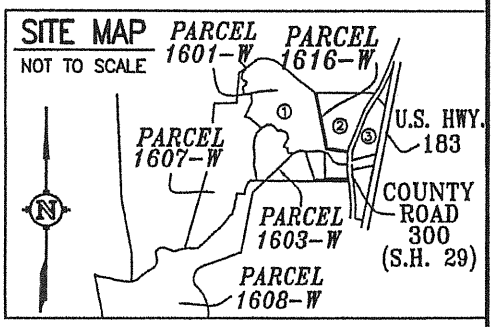
■	FOUND TxDOT TYPE I CONCRETE MONUMENT
●	FOUND 5/8" IRON ROD WITH PLASTIC CAP
○	SET 1/2" IRON ROD WITH TxDOT ALUMINUM CAP
△	CALCULATED POINT
▲	FOUND FENCE CORNER POST
— PL—	PROPERTY LINE
℄	CREEK CENTERLINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
D.R.C.C.	DEED RECORDS OF CALDWELL COUNTY
O.P.R.R.P.C.C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY
( )	RECORD INFORMATION

LINE TABLE

NUMBER	Bearing	Distance
L1	S51°50'34"E	19.68'
L2	DUE EAST	17.59'
L3	S81°57'12"E	365.84'
L4	N81°57'12"W	388.29'
L5	S00°20'57"W	182.27'
L6	S03°15'40"E	147.66'

CURVE TABLE

NUMBER	Delta Angle	Radius	Arc Length	Chord Length	Chord Bearing
C1	05°20'40"	322.05'	30.04'	30.03'	S05°41'23"W
C2	02°40'08"	322.05'	15.00'	15.00'	S01°41'01"W



I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
CARMELO L. MACIAS
4333
PROFESSIONAL
LAND SURVEYOR

Carmelo L. Macias April 20, 2007

Carmelo L. Macias Date:
Registered Professional Land Surveyor
No. 4333 – State of Texas

Texas Department of Transportation

MACIAS & ASSOC.
LAND SURVEYORS
5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876
EMAIL: MACIASURVEY@EARTHLINK.NET

PARCEL PLAT SHOWING PROPERTY OF CALDWELL COUNTY

FILE	PROJECT	DISTRICT
P1616-W	STATE HIGHWAY 130	AUS
SCALE	FEDERAL AID PROJECT NO.	COUNTY
1" = 400'	HP 1196 (1)	CALDWELL

PARCEL NUMBER	1616-W	
	ACRES	SQUARE FEET
ACQUISITION	0.957	41,688
DEED AREA	2.83	123,275
REMAINDER AREA	1.873	81,587

J:\JOBS\LSI\Mitigation Seg 5\3551406\DWG\P1616-W.dwg

EXHIBIT "A"

County: Caldwell
Parcel No.: 1603-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

DESCRIPTION FOR PARCEL 1603-W

DESCRIPTION OF A 458,989 SQUARE FOOT, 10.537 ACRE TRACT OF LAND OUT OF THE W. C. WILLIAMS SURVEY, ABSTRACT NO. 300, CALDWELL COUNTY, TEXAS, ALSO BEING OUT OF A 16.021 ACRE TRACT DESCRIBED IN A WARRANTY DEED DATED DECEMBER 8, 1994 TO ALBERT CONTRERAS AND WIFE, DORA CONTRERAS, RECORDED IN VOLUME 119, PAGE 708, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY, TEXAS; SAID 458,989 SQUARE FOOT, 10.537 ACRE TRACT AS SHOWN ON THE ACCOMPANYING PARCEL PLAT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for reference at a found 1/2-inch iron rod on the west right-of-way line of County Road 300, also known as State Highway No. 29 (S.H. 29), an 80-foot wide right-of-way, at the southeast corner of said 16.021 acre tract and at the northeast corner of a 276.58 acre tract described as First Tract in a deed dated December 29, 1986 to John F. Baugh and wife, Eula Mae Baugh, recorded in Volume 513, Page 652, Deed Records of Caldwell County, Texas;

THENCE, N 89° 23' 37" W, with the south line of said Contreras 16.021 acre tract and the north line of said Baugh 276.58 acre tract, a distance of 1514.23 feet to a set 1/2-inch iron rod with TxDOT aluminum cap for the southeast corner and the **POINT OF BEGINNING** of this tract;

1) **THENCE**, N 89° 23' 37" W, continuing with the south line of said Contreras 16.021 acre tract and the north line of said Baugh 276.58 acre tract, a distance of 142.25 feet to a found fence corner post at the southwest corner of said 16.021 acre tract, the northwest corner of said Baugh 276.58 acre tract, the northeast corner of a 22.4 acre tract described as Second Tract in a deed dated December 29, 1986 to John F. Baugh and wife, Eula Mae Baugh, recorded in Volume 513, Page 652, Deed Records of Caldwell County, Texas, and at a corner of the remaining portion of a 180.616 acre tract described in a Warranty Deed dated June 14, 1988 to Charlyn Cook, recorded in Volume 36, Page 751, Official Public Records of Real Property of Caldwell County, Texas, for the southwest corner of this tract;

EXHIBIT "A"

County: Caldwell
Parcel No.: 1603-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

2) **THENCE,** N 11° 16' 33" W, with the west line of said Contreras 16.021 acre tract and the east line of said Cook 180.616 acre tract, a distance of 274.17 feet to a calculated point in the approximate centerline of Plum Creek;

THENCE, with the approximate centerline of Plum Creek, the west line of said Contreras 16.021 acre tract and the east line of said Cook 180.616 acre tract, the following six (6) courses:

3) N 03° 30' 01" E, a distance of 87.04 feet to a calculated point;

4) N 05° 07' 18" E, a distance of 59.15 feet to a calculated point;

5) N 04° 16' 16" W, a distance of 192.20 feet to a calculated point;

6) N 06° 06' 12" E, a distance of 132.77 feet to a calculated point;

7) N 19° 24' 54" E, a distance of 109.21 feet to a calculated point;

8) N 47° 13' 08" E, a distance of 111.78 feet to a calculated point at the intersection of the approximate centerline of Plum Creek with the approximate centerline of Elm Creek, at a corner of said Cook 180.616 acre tract and at the southwest corner of a 290.732 acre tract described in a Warranty Deed with Vendor's Lien dated October 11, 2005 to Capital Acreage, Ltd., recorded in Volume 435, Page 492, Official Public Records of Real Property of Caldwell County, Texas;

THENCE, continuing with the approximate centerline of Plum Creek, the north line of said Contreras 16.021 acre tract and the south line of said Capital Acreage 290.732 acre tract, the following twelve (12) courses:

9) N 60° 47' 34" E, a distance of 106.13 feet to a calculated point;

10) N 81° 07' 23" E, a distance of 78.35 feet to a calculated point;

EXHIBIT "A"

County: Caldwell
Parcel No.: 1603-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

11) S 55° 22' 06" E, a distance of 49.74 feet to a calculated point;

12) S 48° 51' 36" E, a distance of 116.56 feet to a calculated point;

13) N 82° 09' 23" E, a distance of 54.23 feet to a calculated point;

14) S 67° 28' 13" E, a distance of 102.77 feet to a calculated point;

15) S 46° 57' 09" E, a distance of 27.53 feet to a calculated point;

16) S 10° 45' 08" E, a distance of 93.46 feet to a calculated point;

17) S 32° 01' 18" W, a distance of 154.80 feet to a calculated point;

18) S 59° 47' 18" E, a distance of 87.87 feet to a calculated point;

19) S 03° 39' 27" E, a distance of 71.01 feet to a calculated point;

20) S 81° 55' 17" E, a distance of 97.77 feet to a calculated point;

21) **THENCE**, S 47° 12' 06" W, across said Contreras 16.021 acre tract, a distance of 699.19 feet to the **POINT OF BEGINNING,** and containing 458,989 square feet, 10.537 acres of land, more or less.

All bearings shown hereon are based on the Texas State Plane Coordinate System, NAD83 (1986), South Central Zone. All distances shown are surface distances. The T.T.A. SH-130 Segment "6" State Plane Grid to Project Surface Adjustment Scale Factor is 1.00013.

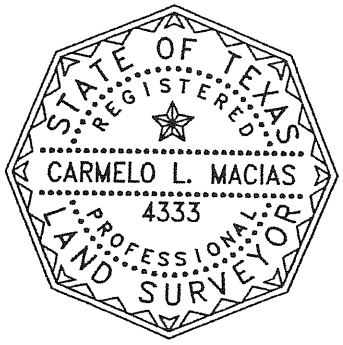
EXHIBIT "A"

County: Caldwell
Parcel No.: 1603-W
Highway: S.H. 130
Limits: From: I.H. 35 and S.H. 195, North of Georgetown
To: I.H. 10 and U.S. 90, East of Seguin
Federal Aid Project No.: HP 1196 (1)
ROW/CSJ: 0440-05-007
0440-06-008
3583-01-002
3583-02-002

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Carmelo L. Macias, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 7th day of December, 2006 A.D.

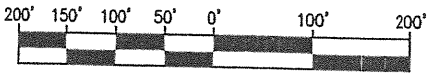


Carmelo L. Macias

Carmelo L. Macias
Registered Professional Land Surveyor
No. 4333 - State of Texas

MACIAS & ASSOCIATES, INC.
5410 South 1st Street
Austin, Texas 78745

PLAT TO ACCOMPANY PARCEL DESCRIPTION



GRAPHIC SCALE
1"=200'

CHARLYN COOK
(180.616 AC.)
VOL. 36, PG. 751, O.P.R.R.P.C.C.
SAVE & EXCEPT (22.4 AC. – SECOND TRACT)
VOL. 513, PG. 652, D.R.C.C.

℄ PLUM CREEK

(22.4 AC. – SECOND TRACT)

(N6°25'W 293')
N11°16'33"W
274.17'

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19

℄ ELM CREEK

P.O.B.

BRANCH ℄

1603-W
10.537 AC.
458,989 SQ. FT.

S47°12'06"W 699.19'

JOHN F. BAUGH AND WIFE,
EULA MAE BAUGH
(276.58AC. – FIRST TRACT)
VOL. 513, PG. 652, D.R.C.C.

(N88°35'W 1658')
N89°23'37"W 1656.48'
1514.23'

ALBERT CONTRERAS
AND WIFE, DORA CONTRERAS
(16.021 AC.)
VOL. 119, PG. 708, O.P.R.R.P.C.C.

CAPITAL ACREAGE, LTD.
(290.732 AC.)
(DESCRIBED TRACT INCLUDES S.H. 29)
VOL. 435, PG. 492, O.P.R.R.P.C.C.

℄ PLUM CREEK

RICHARD M. BOREN
AND WIFE, MARIE J. BOREN
(3.379 AC.)
VOL. 166, PG. 406, O.P.R.R.P.C.C.

COUNTY
ROAD 300
(STATE HIGHWAY 29)
(80' R.O.W.)
(CSJ. NO. 152-2-7)

EXISTING R.O.W. LINE

P.O.C.

SURVEY LINE

W.C. WILLIAMS SURVEY
ABSTRACT NO. 300

JAMES W. BAKER SURVEY
ABSTRACT NO. 46

Texas Department of Transportation

OK

MACIAS & ASSOC.
LAND SURVEYORS
5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876
EMAIL: MACIASURVEY@EARTHLINK.NET

PARCEL PLAT SHOWING PROPERTY OF
ALBERT CONTRERAS AND WIFE, DORA CONTRERAS

FILE	PROJECT	DISTRICT
P1603-W	STATE HIGHWAY 130	AUS
SCALE	FEDERAL AID PROJECT NO.	COUNTY
1" = 200'	HP 1196 (1)	CALDWELL

PARCEL NUMBER	1603-W	
	ACRES	SQUARE FEET
ACQUISITION	10.537	458,989
DEED AREA	16.021	697,875
REMAINDER AREA	5.484	238,886

J:\JOBS\LSI\Mitigation Seg 5\3551406\DWG\P1603-W.dwg

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NOTES:

1) ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83 (1986), SOUTH CENTRAL ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. THE T.T.A. SH-130 SEGMENT "6" STATE PLANE GRID TO PROJECT SURFACE ADJUSTMENT SCALE FACTOR IS 1.00013.

2) THE EASEMENTS SHOWN OR NOTED AND ADDRESSED ON THIS SURVEY ARE THOSE LISTED IN SCHEDULE B OF THE TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY, GF NO. 0308015, EFFECTIVE DATE: APRIL 11, 2006.

3) THIS TRACT IS SUBJECT TO A BLANKET TYPE 15' PIPELINE EASEMENT AS GRANTED TO JULIA O'DAY, RECORDED IN VOL. 351, PG. 551, D.R.C.C. (ITEM 10D)

4) THIS TRACT IS SUBJECT TO A WATER LINE EASEMENT AS GRANTED TO POLONIA WATER SUPPLY CORP. RECORDED IN VOL. 353, PG. 272, D.R.C.C., (ITEM 10E)

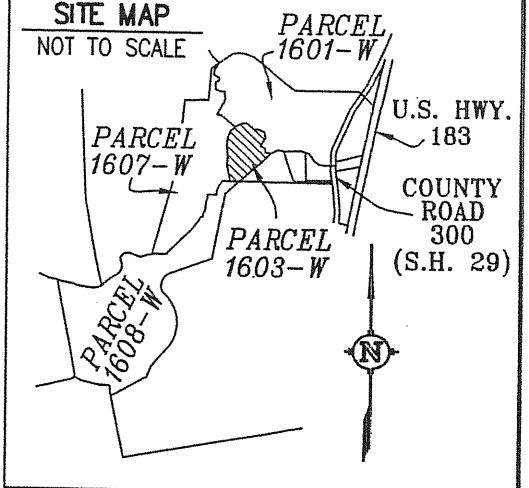
LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 89°23'37" W	142.25'
L2	N 03°30'01" E	87.04'
L3	N 05°07'18" E	59.15'
L4	N 04°16'16" W	192.20'
L5	N 06°06'12" E	132.77'
L6	N 19°24'54" E	109.21'
L7	N 47°13'08" E	111.78'
L8	N 60°47'34" E	106.13'
L9	N 81°07'23" E	78.35'
L10	S 55°22'06" E	49.74'
L11	S 48°51'36" E	116.56'
L12	N 82°09'23" E	54.23'
L13	S 67°28'13" E	102.77'
L14	S 46°57'09" E	27.53'
L15	S 10°45'08" E	93.46'
L16	S 32°01'18" W	154.80'
L17	S 59°47'18" E	87.87'
L18	S 03°39'27" E	71.01'
L19	S 81°55'17" E	97.77'

LEGEND

●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD WITH TxDOT ALUMINUM CAP
△	CALCULATED POINT
▲	FOUND FENCE CORNER POST
— PL—	PROPERTY LINE
℄	CREEK CENTERLINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
D.R.C.C.	DEED RECORDS OF CALDWELL COUNTY
O.P.R.R.P.C.C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF CALDWELL COUNTY
( )	RECORD INFORMATION

SITE MAP
NOT TO SCALE



I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
CARMELO L. MACIAS
4333
PROFESSIONAL
LAND SURVEYOR

Carmelo L. Macias Dec 7, 2006

Carmelo L. Macias
Registered Professional Land Surveyor
No. 4333 – State of Texas

Date:

Texas Department of Transportation

OK

MACIAS & ASSOC.
LAND SURVEYORS
5410 SOUTH 1ST STREET
AUSTIN, TEXAS 78745 PH. (512)442-7875
FAX (512)442-7876
EMAIL: MACIASURVEY@EARTHLINK.NET

PARCEL PLAT SHOWING PROPERTY OF
ALBERT CONTRERAS AND WIFE, DORA CONTRERAS

FILE	PROJECT	DISTRICT
P1603-W	STATE HIGHWAY 130	AUS
SCALE	FEDERAL AID PROJECT NO.	COUNTY
1" = 200'	HP 1196 (1)	CALDWELL

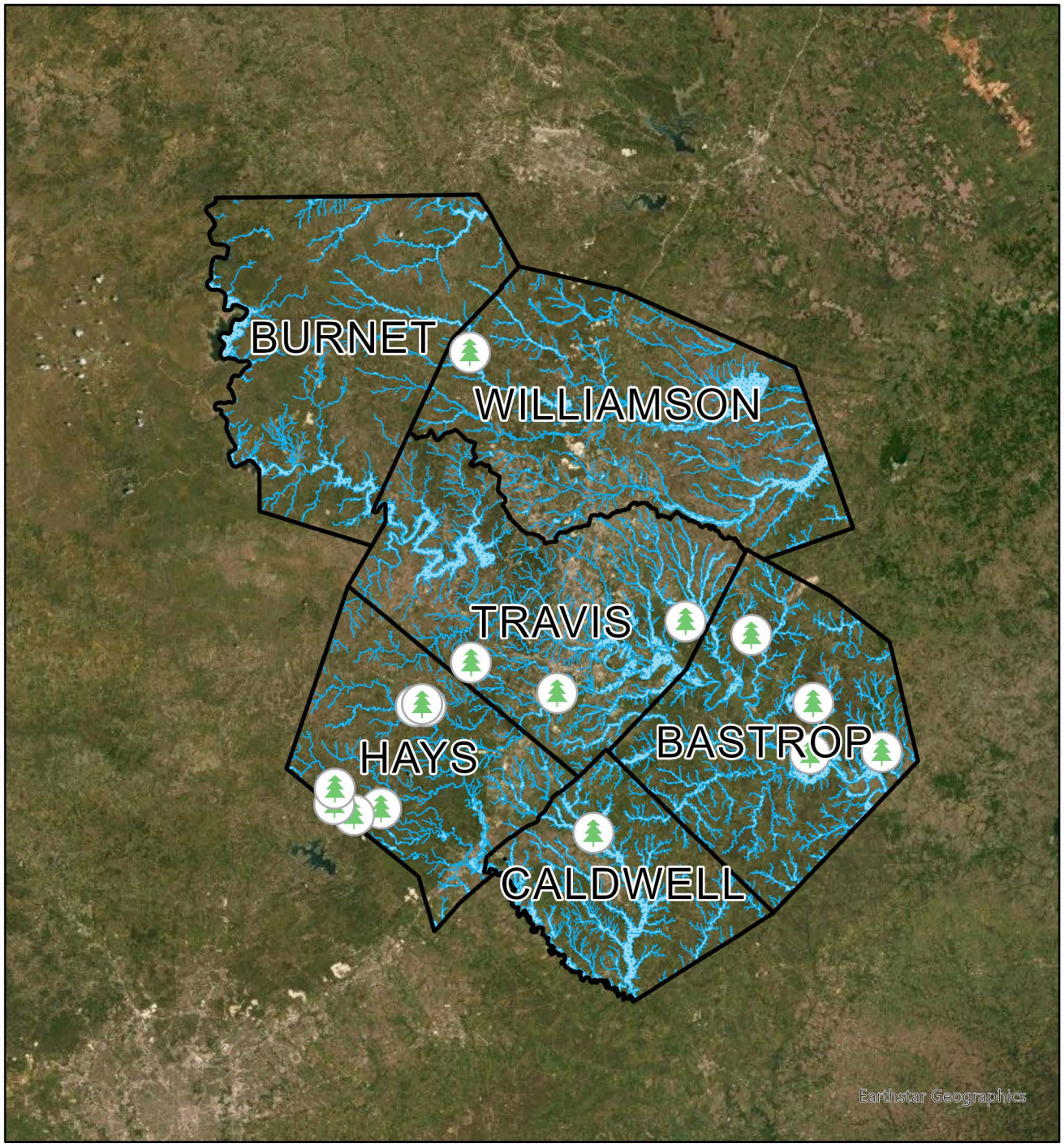
PARCEL NUMBER	1603-W	
	ACRES	SQUARE FEET
ACQUISITION	10.537	458,989
DEED AREA	16.021	697,875
REMAINDER AREA	5.484	238,886

J:\JOBS\LSI\Mitigation Seg 5\3551406\DWG\P1603-W.dwg

Project Area Map

TreeFolks' Central Texas Floodplain Reforestation Program

Planting Locations 2021-2022 Season



Legend

- Planting Locations 21-22
- 100 Year Floodplain
- County Boundaries

TREEFOLKS

N

0 12.5 25 50 Miles

Planting Area Suitable for Wetland Plants

Planting Area Suitable for Upland Plants

Travis_Land_Parcels

Travis_Floodplains

Estimated Acres:	Estimated Trees:

Wetland_ac	Wetland_tr

Upland_ac	Upland_tr
4.68	16297

Author: Valerie Tamburri, TreeFolks Date Created: 1/20/22

TREEFOLKS

Property IDs: R26614, R26615, R26616, R38030, R38031

303 S. Creekwood Drive Driftwood, TX HOWARD BLATT

- Planting_Area_Suitable_for_Wetland_Plants
- Planting_Area_Suitable_for_Upland_Plants
- Hays_Floodplains
- Hays_Land_Parcels

Acres: **Trees Planted:**

Wetland_ac	Wetland_tr
0.02	32
Upland_ac	**Upland_tr**
1.16	1767

Author: Valerie Tamburri, TreeFolks Date Created: 03/08/22

TREEFOLKS Property ID: 85723 620 Onion Creek Ranch Rd Driftwood, TX CINDY CASSIDY

- Planting Area Suitable for Wetland Plants
- Planting Area Suitable for Upland Plants
- Hays_Land_Parcels
- Hays_Floodplains

Acres: **Trees Planted:**

Wetland_ac	Wetland_tr
0.11	205
Upland_ac	**Upland_tr**
0.7	1057

Author: Valerie Tamburri, TreeFolks Date Created: 3/08/22

TREEFOLKS Property ID: 214506 20511 Quiet Oaks Lane Manor, TX ERATTUPARAMBIL

Travis_Land_Parcels
Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants

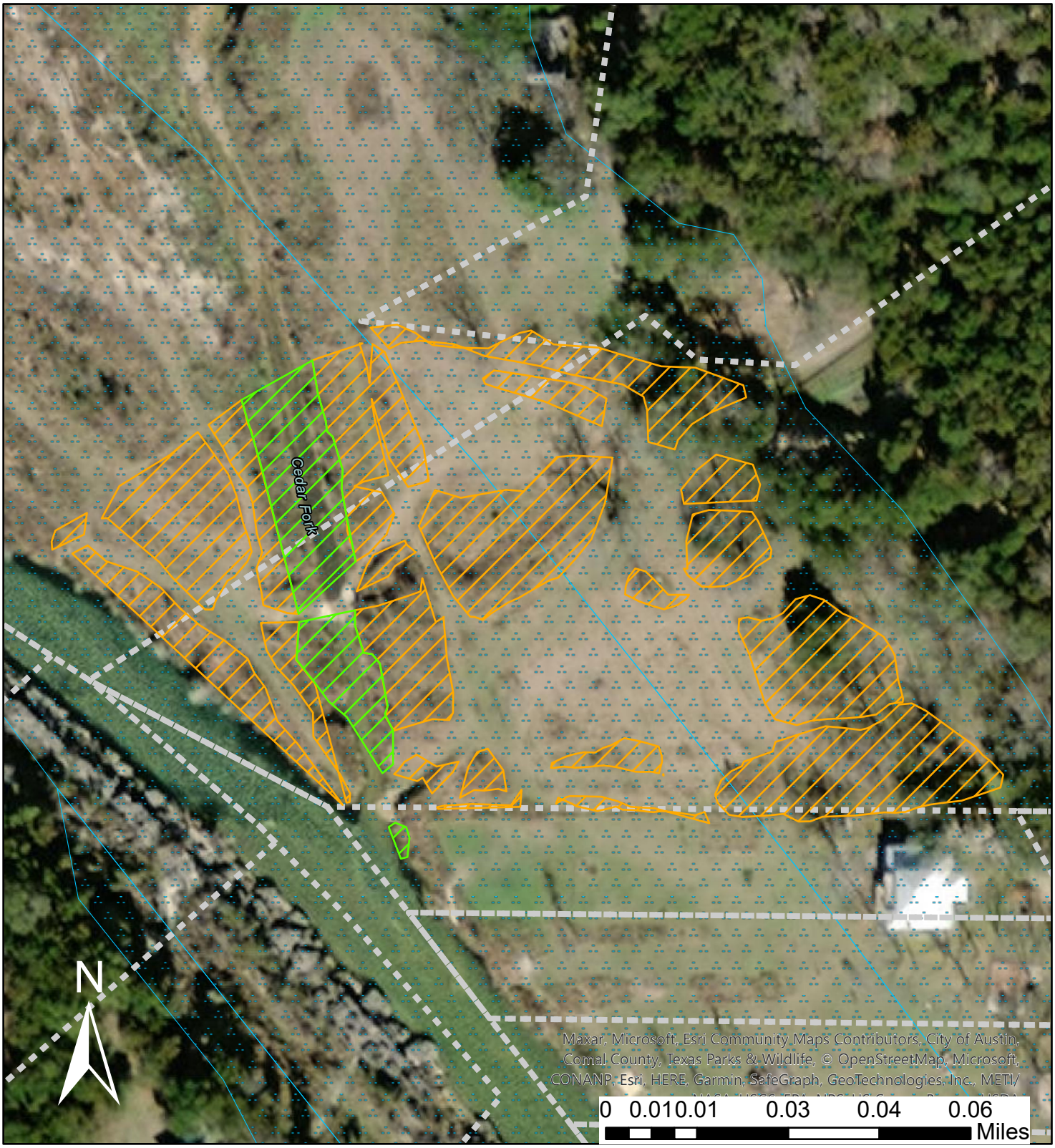
Acres: **Trees Planted:**

Wetland_ac	Wetland_tr
0.27	491

Upland_ac	Upland_tr
0.15	328

Author: Valerie Tamburri, TreeFolks Date Created: 03/08/22

TREEFOLKS Property ID: 16803 3300 Fischer Store Rd Wimberley, TX DWAINE GAEKE

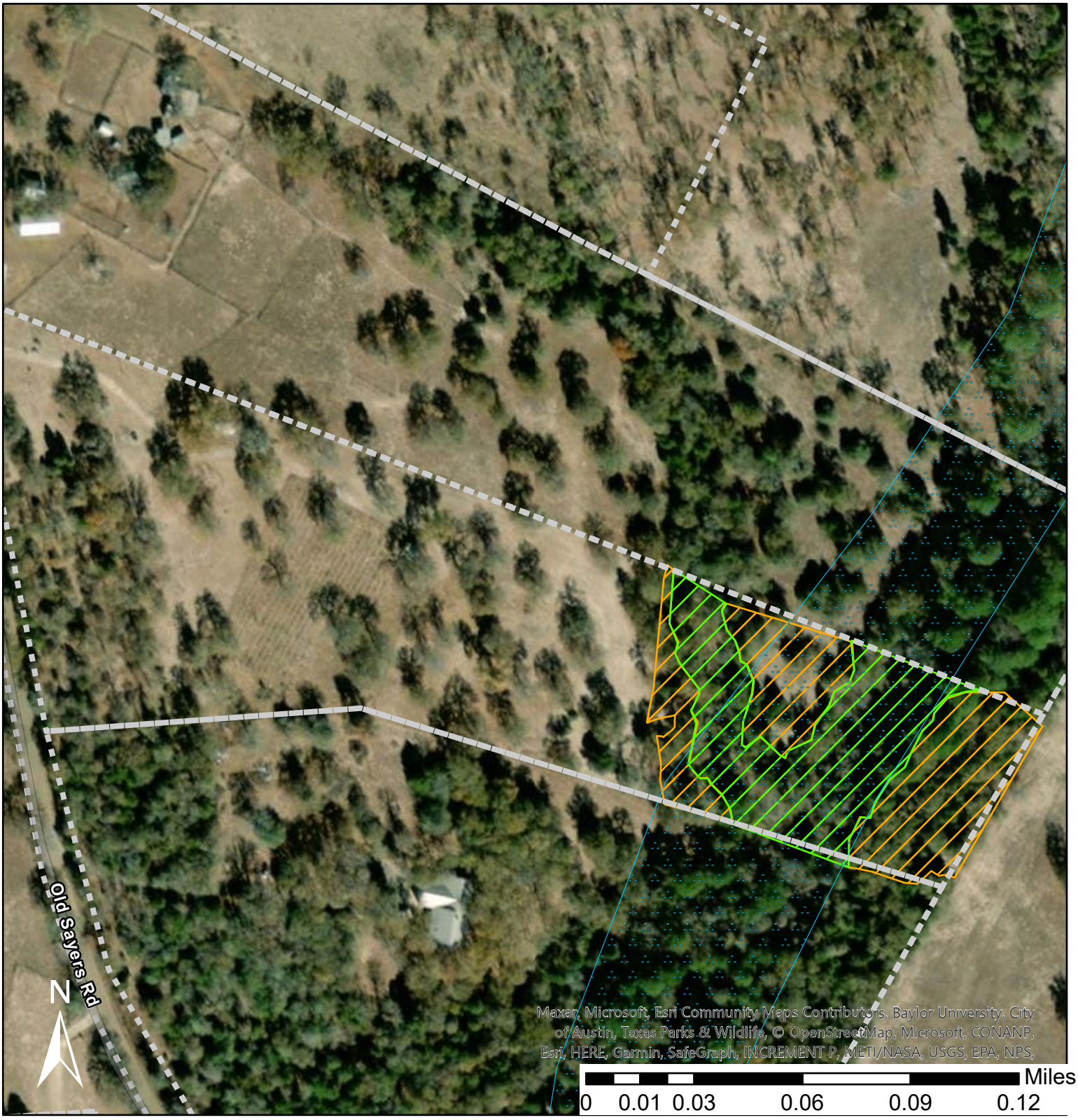


- Planting Area Suitable for Wetland Plants
- Planting Area Suitable for Upland Plants
- Hays_Land_Parcels
- Hays_Floodplains

Estimated Acres:		Estimated Trees:	
Wetland_ac	**Upland_ac**	**Wetland_tr**	**Upland_tr**
0.31	1.79	493	2682

Author: Valerie Tamburri, TreeFolks Date Created: 1/20/22

TREEFOLKS Property ID: 94594 1035 Old Sayers Elgin, TX ROBERT GRAHAM



Planting_Area_Suitable_for_Wetland_Plants
Planting_Area_Suitable_for_Upland_Plants
Bastrop_Floodplains
Bastrop_Land_Parcels

Acres: **Trees:**

Wetland_ac	Wetland_tr
1.27	2103
Upland_ac	**Upland_tr**
1.45	2213

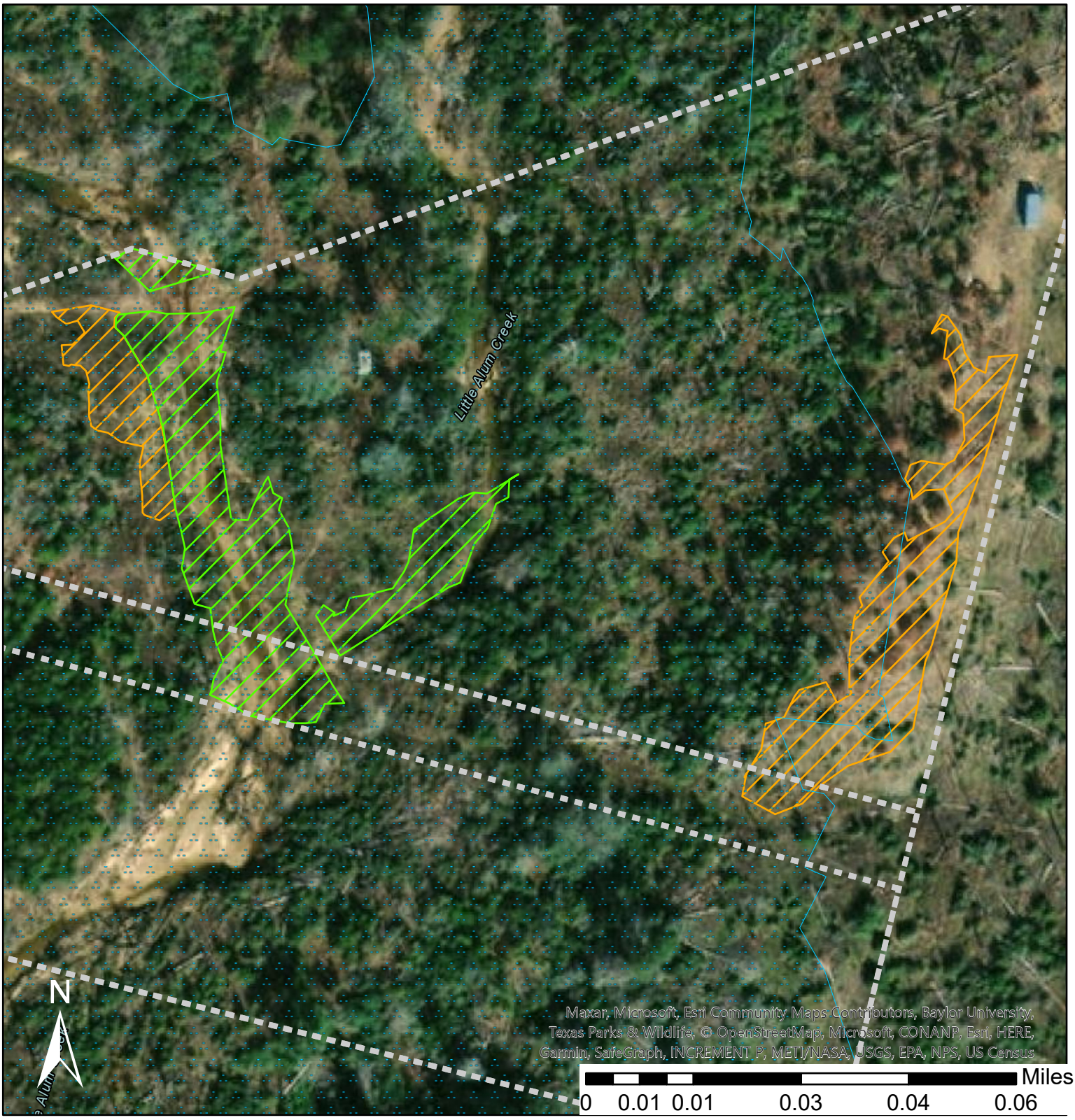
Author: Valerie Tamburri, TreeFolks Date Created: 03/08/22

TREEFOLKS

Property IDs:
R124893, R21306

267 Winfield Thicket Bastrop, TX

MARK GWIN



- Planting_Area_Suitable_for_Wetland_Plants
- Planting_Area_Suitable_for_Upland_Plants
- Bastrop_Floodplains
- Bastrop_Land_Parcels

Acres: **Trees:**

Wetland_ac	Wetland_tr
0.44	618
Upland_ac	**Upland_tr**
0.4	719

Author: Valerie Tamburri, TreeFolks

Date Created: 03/08/22

TREEFOLKS Property ID: 21482 120 Milagro Lane Wimberley, TX STEVE KUHNS

- Planting Area Suitable for Wetland Plants
- Planting Area Suitable for Upland Plants
- Hays_Land_Parcels
- Hays_Floodplains

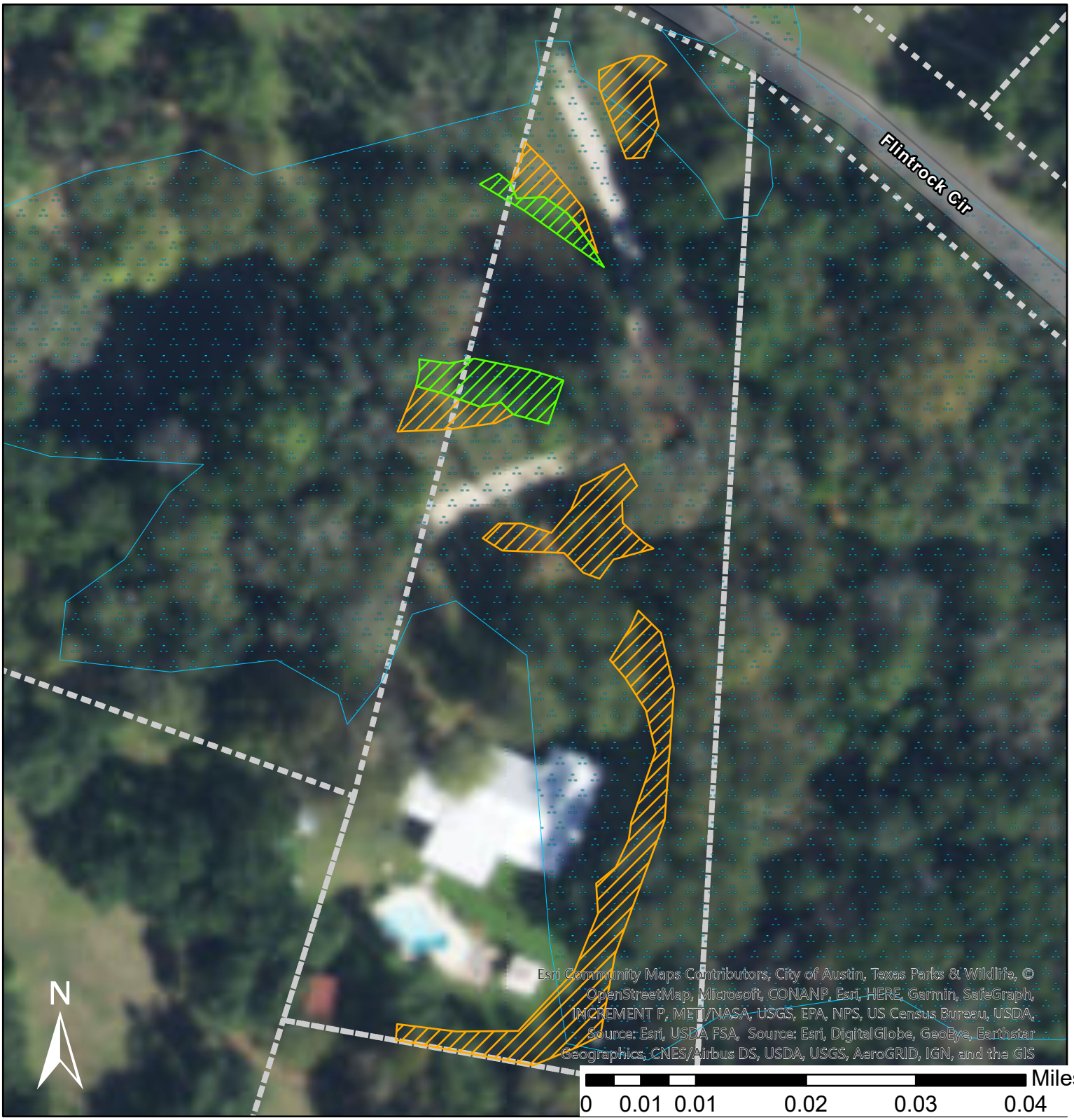
Acres: **Trees:**

Wetland_ac	Wetland_tr
0.02	42

Upland_ac	Upland_tr

Author: Valerie Tamburri, TreeFolks Date Created: 3/08/22

TREEFOLKS Property ID: 319194 9401 Flintrock Cir, Austin, TX MARTINEZand KNOWLIN

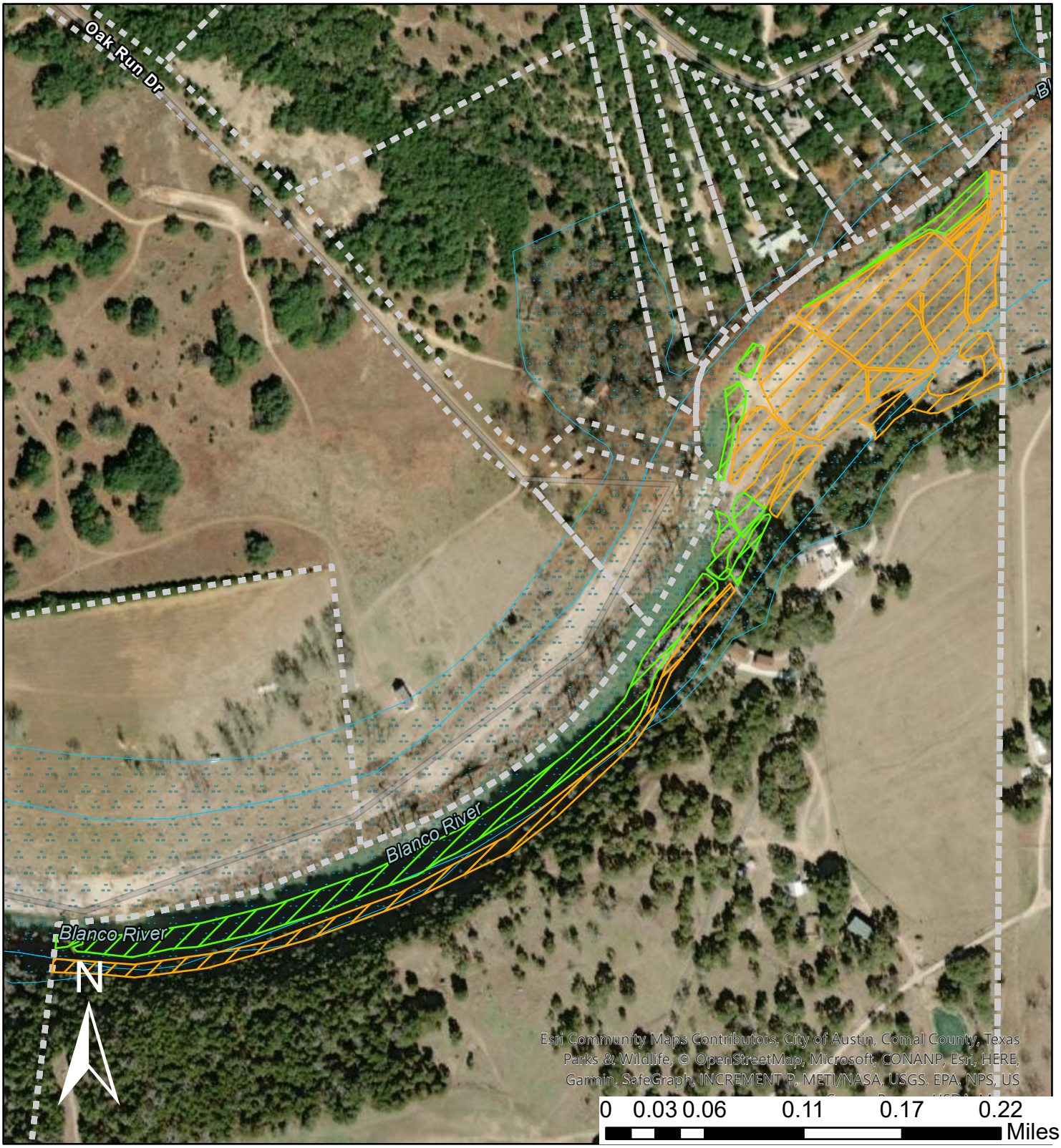


- Travis_Floodplains
- Planting_Area_Suitable_for_Wetland_Plants
- Planting_Area_Suitable_for_Upland_Plants
- Travis_Land_Parcels

Acres:	Trees:
Wetland_ac	**Wetland_tr**
0.03	113
Upland_ac	**Upland_tr**
0.15	252

Author: Valerie Tamburri, TreeFolks Date Created: 03/08/22

TREEFOLKS Property ID: 15454 5806 FM 32 Wimberley, TX CHARLENE MYERS



Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants
Hays_Land_Parcels
Hays_Floodplains

Acres: **Trees:**

Wetland_ac	Wetland_tr
3.2	5194
Upland_ac	**Upland_tr**
6.75	9504

Author: Valerie Tamburri, TreeFolks Date Created: 3/08/22

TREEFOLKS

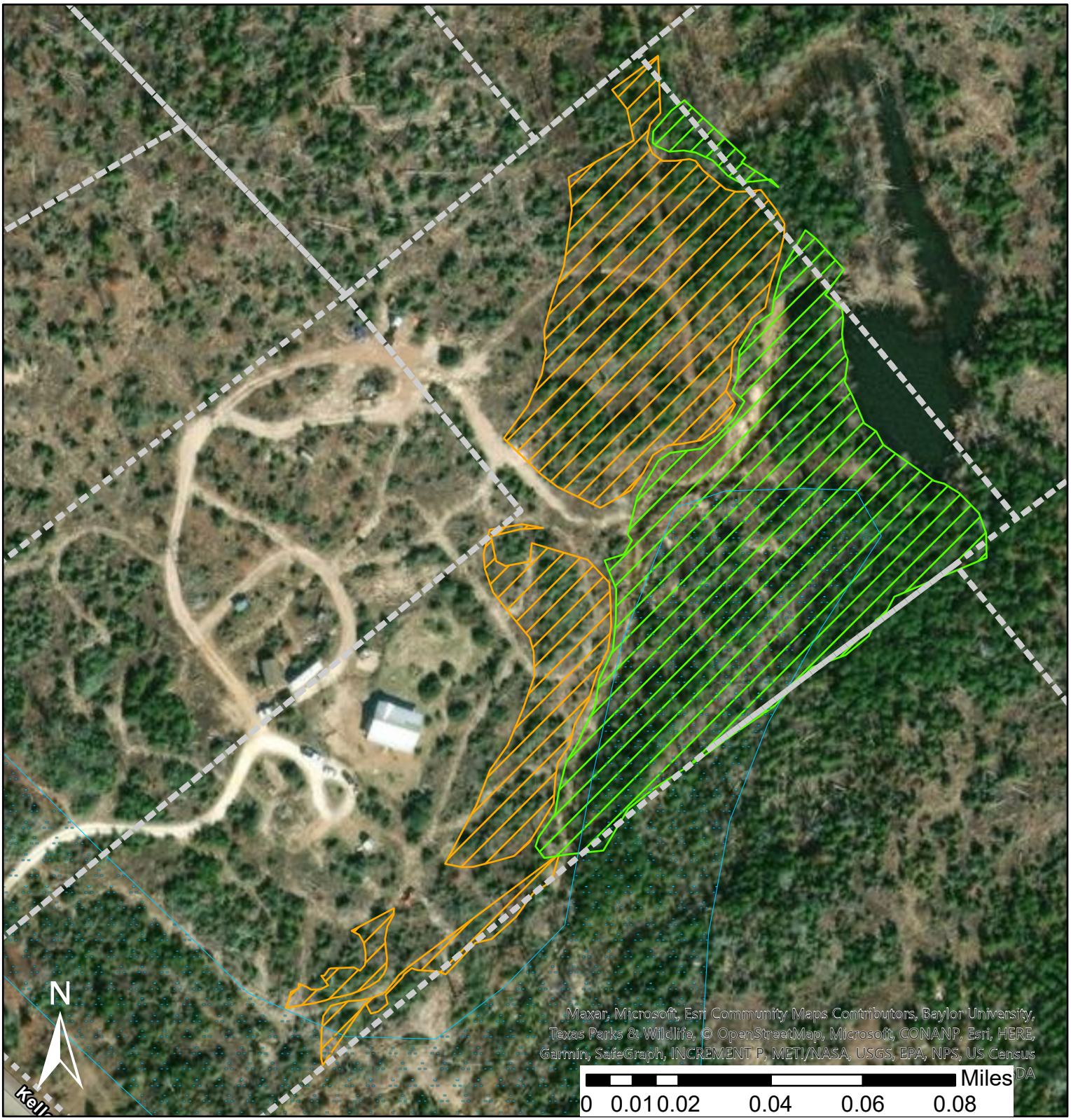
Property ID: 492542 216 N Pecan View Rd Liberty Hill, TX CHRISTINE REARDON

Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants
Williamson_Land_Parcels
Williamson_Floodplains

Acres:		Trees:	
Wetland_ac	**Upland_ac**	**Wetland_tr**	**Upland_tr**
0.05	1	141	1524

Author: Valerie Tamburri, TreeFolks Date Created: 3/08/22

TREEFOLKS Property ID: 36122 462 Kelley Rd Bastrop, TX NATHAN SCHROEDER



- Planting_Area_Suitable_for_Wetland_Plants
- Planting_Area_Suitable_for_Upland_Plants
- Bastrop_Floodplains
- Bastrop_Land_Parcels

Acres:	Trees:
Wetland_ac	**Wetland_tr**
2.51	4177
Upland_ac	**Upland_tr**
2.18	3320

Author: Valerie Tamburri, TreeFolks Date Created: 03/08/22

THOMPSON and WILLIAMSON

TREEFOLKS Property ID: 20560, 20562 19100 FM 150 W Driftwood, TX

Planting_Area_Suitable_for_Wetland_Plants
Planting_Area_Suitable_for_Upland_Plants
Hays_Floodplains
Hays_Land_Parcels

Acres:	Trees:
Wetland_ac	**Wetland_tr**
0.09	159
Upland_ac	**Upland_tr**
0.81	1234

Author: Valerie Tamburri, TreeFolks Date Created: 03/08/22

TREEFOLKS Property ID: 21686 454 FM 2104 Smithville, TX STACEY TRASK

Planting Area Suitable for Wetland Plants
Planting Area Suitable for Upland Plants
Bastrop_Land_Parcels
Bastrop_Floodplains

Estimated Acres:	Estimated Trees:

Wetland_ac	Wetland_tr
0.16	363
Upland_ac	**Upland_tr**
0.69	1219

Author: Valerie Tamburri, TreeFolks Date Created: 1/20/22

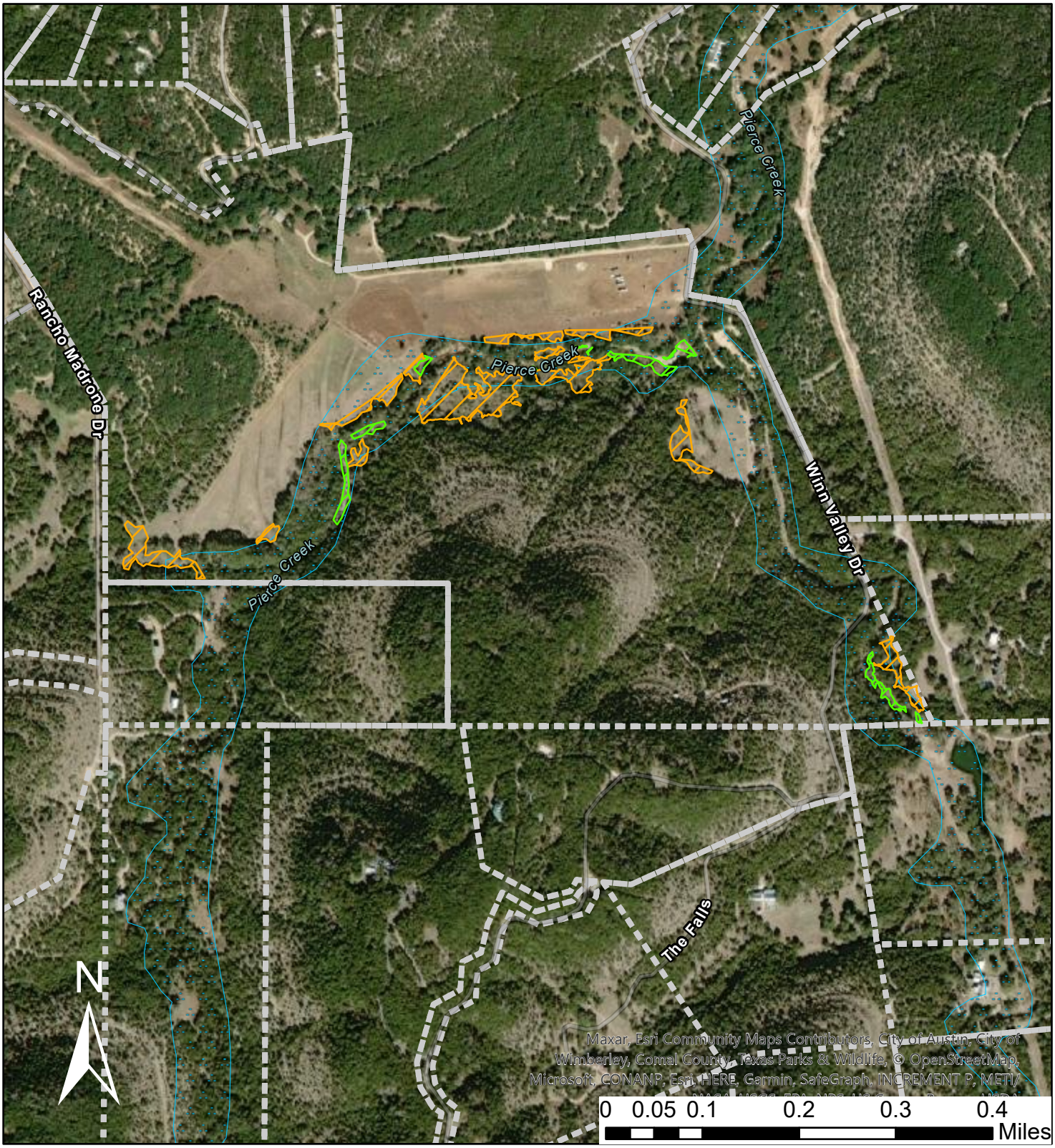
TREEFOLKS Property ID: 14500 236 Winn Valley Drive Wimberley, TX ANDREW C WINN

- Planting Area Suitable for Wetland Plants
- Planting Area Suitable for Upland Plants
- Hays_Land_Parcels
- Hays_Floodplains

Acres:		Trees:	
Wetland_ac	**Upland_ac**	**Wetland_tr**	**Upland_tr**
1.12	5.24	1842	7538

Author: Valerie Tamburri, TreeFolks Date Created: 3/08/22

TREEFOLKS Property ID: 14500 236 Winn Valley Drive Wimberley, TX ANDREW C WINN



- Planting Area Suitable for Wetland Plants
- Planting Area Suitable for Upland Plants
- Hays_Land_Parcels
- Hays_Floodplains

Acres:		Trees:	
Wetland_ac	**Upland_ac**	**Wetland_tr**	**Upland_tr**
1.12	5.24	1842	7538

Author: Valerie Tamburri, TreeFolks Date Created: 3/08/22

Plum Creek ReLeaf Planting Areas

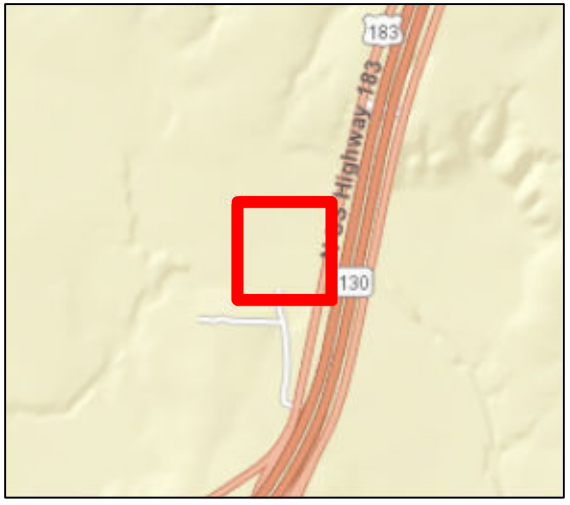
Plum Creek Wetlands Preserve

Created: 3/16/2022

N

TEXAS A&M FOREST SERVICE

Created using Map My Property in TexasForestInfo.tamu.edu

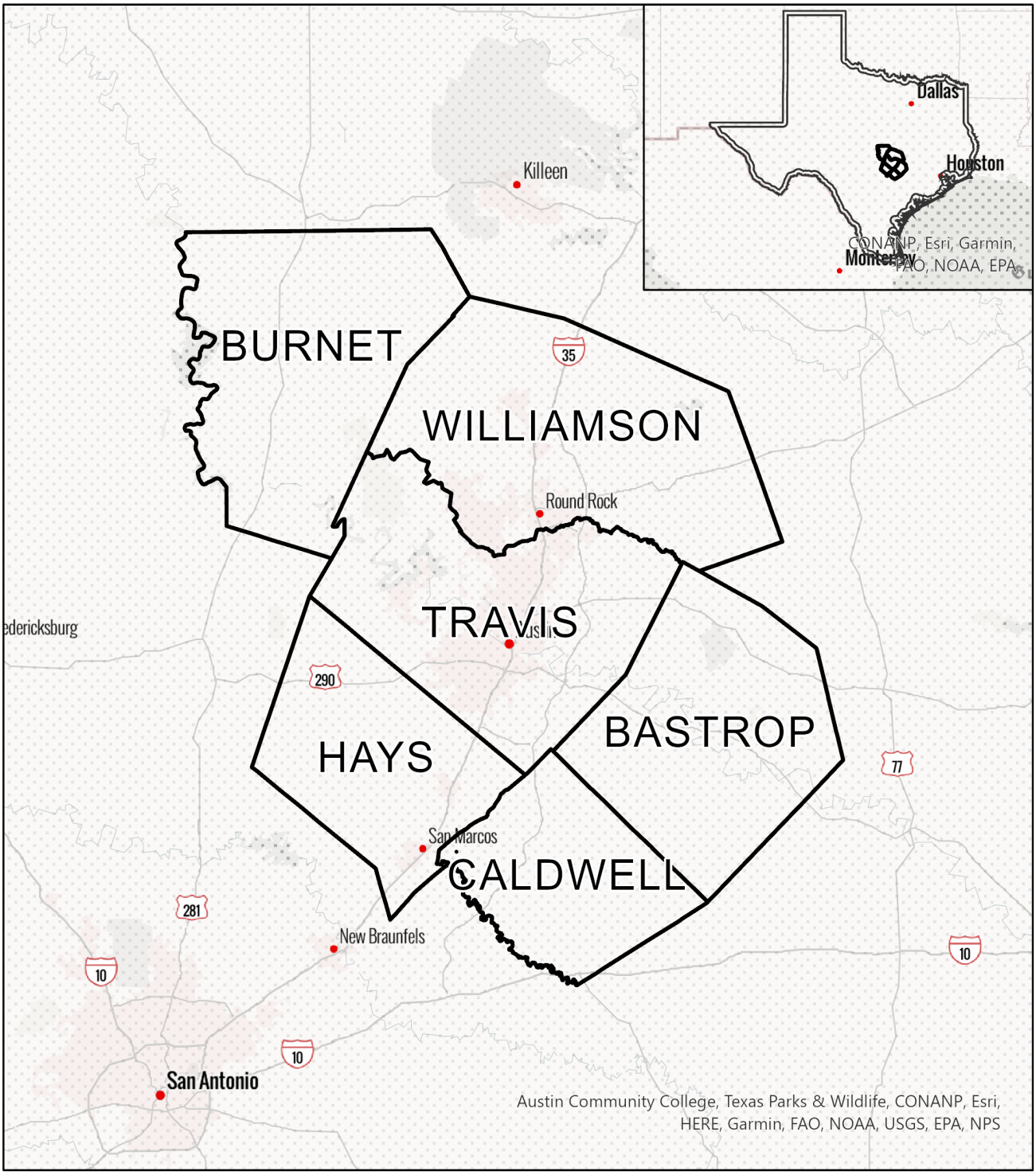


Regional Area Map

TREEFOLKS

Central Texas Floodplain Reforestation Program 21-22

County Boundaries - contiguous with CAMPO regional transportation planning boundaries



Legend

- County Boundaries
- Texas State Boundary

N

All floodplain data was retrieved through the National Flood Hazard Layer (NFHL) dataset through the CAPCOG GIS Open Data Portal.

0 10 20 40 Miles

Attestation of Planting

Central Texas Floodplain Reforestation Program 21-22
Project Operator Attestation of Planting

I, the undersigned Project Operator for the Planting Project named Central Texas Floodplain Reforestation Program 21-22, located in 6 Central Texas counties: Travis, Hays, Bastrop, Caldwell, Burnet, and Williamson, and submitted to City Forest Credits by application dated March 24, 2022, attest to the following in order to confirm the planting of trees under this Project:

- Trees planted were not required by any law or ordinance to be planted;
- Trees were planted under this project on the following date (s): November 1, 2021 – February 12, 2022;
- The organizations or groups that participated in the planting event(s) include the following: Superior Forestry, City of Austin, Guadalupe-Blanco River Trust
- Planting events are shown in photos attached, which can include photos of tree stock and planting activities;
- The number of trees planted by species are, to a reasonable certainty, 66,297, with 59,907 seedlings as part of this carbon project.

These planting numbers are confirmed by one or more of the following supporting and attached documents:

1. Invoices for trees planted, or
2. Invoices or a statement from the party who funded the tree purchase or supplied the trees attesting to the number of trees purchased, or
3. Any reporting to the owner or public body regarding the planting, invoices, costs, or other data re the planting, or
4. Any other reliable estimate of trees planted that is approved by the Registry

Signed on May 23rd in 2022, by Valerie Tamburri, Reforestation Manager, for TreeFolks, Inc.

_____

Signature

512-443-5323
valerie@treefolks.org

Exhibit A – Planting Photos

Exhibit B – Tree Invoices and Statements

The following documents represent the majority of invoices for trees planted as part of this project. All invoices are on file with TreeFolks.

James Lovegren
DBA L&L Growers

1625 S Sam Houston Blvd
San Benito, Texas 78586
(956) 454-1509
jlovegrenww@gmail.com

February 24, 2022

DONATION – INVOICE: ReForestation Seedlings - Deliveries 1,3,4,6

ECOSYSTEM INVESTMENT PARTNERS DONATION

TreeFolks, Inc.
Attention: Valerie Tamburri
PO BOX 1395
Del Valle, TX 78617
(512) 443-5323

ReForestation Seedlings for 2021

2,000 Huisache @ $1.90 = $3,800.00
2,000 Retama @ $1.90 = $3,800.00
DELIVERY 4000 @ $.09 = $ 360.00
Total = $7,960.00

In-Kind Donation from EIP = - $7,600.00

Total amount due: = $ 360.00

James Lovegren DBA L&L Growers

RENNERWOOD, INC.
A Tree Farm

INVOICE

1025 AN. CO. RD. 2810
TENNESSEE COLONY,
TEXAS 75861
PHONE: (903) 928-2921
sales@rennerwood.com

Shp Date: 01/05/2021
Trans NO: IS-11519
PO/Job #:
Inv Date: 01/10/2022
Terms : Net 30
Ship Via: Rennerwood
Contact : Valerie Tambur
Tax No : on file
Refer :

SOLD TO:

Tree Folks
P.O. Box 1395
Del Valle, TX 78617

Phone No: (512)443-5323
Fax No : ( ) -
Email: valerie@treefolks.org

SHIP TO:

Tree Folks
10803 Platt Ln.
Austin, TX 78725

Phone No:

QTY.	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
3000	Laurel Oak	Rootmaker	2.10	6300.00
1000	Cherrybark Oak	Rootmaker	2.10	2100.00
1100	Mexican White Oak	Rootmaker	2.95	3245.00
950	American Beautyberry	Rootmaker	2.00	1900.00
1200	Sugar hackberry	Rootmaker	2.00	2400.00
300	Roughleaf Dogwood	Rootmaker	2.10	630.00
250	Texas Ash	Rootmaker	2.50	625.00
1050	Carolina Buckthorn	Rootmaker	2.10	2205.00
150	Lacey Oak	Rootmaker	2.70	405.00

=======
9000

THANK YOU! - Rennerwood

Sales : 19810.00

Freight: 600.00

Total : 20410.00

PLEASE PAY FROM THIS INVOICE

1.5% SERVICE CHARGE WILL BE ADDED TO EACH BALANCE OVER 30 DAYS OLD.

Warranty

We exercise diligent care to keep all stock offered for sale true to name and in good condition when it is shipped.
Should any prove to be otherwise, it is mutually agreed that we are not liable for any amount greater than the origional invoice price.
Claims must be made immediately upon receipt of merchandise.

ACKNOWLEDGEMENT

RENNERWOOD, INC.
A Tree Farm

1025 AN. CO. RD. 2810
TENNESSEE COLONY, TEXAS 75861
1-888-898-7337 or 1-888-89TREES
info@rennerwood.com

NO.: **A-9548***
P.O.#
DATE: **10/13/2021**
SHIP DATE: **09/01/2021**
VIA: **Rennerwood**
TERMS: **Net 30**
CONTACT: **Valerie Tamburri**
Tax No:

BILL TO:
Tree Folks
P.O. Box 1395
Del Valle, TX 78617

SHIP TO:
Tree Folks
10803 Platt Ln.
Austin, TX 78725

Phone #: **(512)443-5323**
FAX#: **( ) -**

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1500	CARYA illinoinensis Native Pecan Rootmaker	2.35	3525.00
2600	QUERC falcata Southern Red Oak Rootmaker	2.10	5460.00
6000	QUERC laceyi Lacey Oak Rootmaker	2.70	16200.00
3850	QUERC lyrata Overcup Oak Rootmaker	2.10	8085.00
1650	QUERC palustris Pin Oak Rootmaker	2.10	3465.00
1100	TAXOD ascendens Pond Cypress Rootmaker	2.10	2310.00
======			
16700			

THANK YOU! Rennerwood

PLEASE PAY FROM THIS INVOICE

1 1/2% SERVICE CHARGE WILL BE ADDED TO EACH BALANCE OVER 30 DAYS OLD. NO STATEMENT WILL BE MAILED.

Warranty

We exercise diligent care to keep all stock offered for sale true to name and in good condition when it is shipped.

Should any prove to be otherwise, it is mutually agreed that we are not liable for any amount greater than the original invoice price.

Claims must be made immediately upon receipt of merchandise.

Sales:	**39045.00**
Frght:	**600.00**
TOTAL:	**39645.00**

Superior FORESTRY SERVICE

PO Box 25 Tilly AR 72679
Phn 800-541-1060 Fax 870-496-2388

Invoice Number T3203R2 Page 2

Contract ID TX022-2

Invoice Date 5/19/2022

Payment Due

Company Name TreeFolks

Company Address Valarie Tamburri

Crew Jose Espinoza

WkBegin 02/05/2022

Program TP

Purchase Order Number

Contract Number

Manager

Acct Email / Prepared By

Manager Email

Site Name	Unit Type	Units Used	Unit Price	Total Unit Price
Balance from Page 1	M Tree	33.675	220	7408.5
319194	M Tree	0.365	220	80.3
36122	M Tree	7.497	220	1649.34
492542	M Tree	1.665	220	366.3
85723	M Tree	1.262	220	277.64
94594	M Tree	4.316	220	949.52
		0	0	0
Allowance for excessive driving time	Lump Sum	1	1268	1268
		0	0	0
		0	0	0

Billing or F/A Notes

Total Units 49.78

Total Amount Due $11,999.60

Superior FORESTRY SERVICE

PO Box 25 Tilly AR 72679
Phn 800-541-1060 Fax 870-496-2388

Invoice Number T3203R2 Page 1

Contract ID TX022-2

Invoice Date 5/19/2022

Payment Due

Company Name TreeFolks

Company Address Attn Valerie Tamburri

Crew Jose Espinoza

WkBegin 02/05/2022

Program TP

Purchase Order Number

Contract Number

Manager

Acct Email / Prepared By

Manager Email

Site Name	Unit Type	Units Used	Unit Price	Total Unit Price
124893	M Tree	1.337	220	294.14
14500	M Tree	9.83	220	2162.6
15454	M Tree	13.698	220	3013.56
16803	M Tree	3.175	220	698.5
20560	M Tree	1.393	220	306.46
214506	M Tree	0.819	220	180.18
21482	M Tree	0.042	220	9.24
21686	M Tree	1.582	220	348.04
26613	M Tree	1.799	220	395.78
See Balance on Page 2		0	0	0

Billing or F/A Notes

Total Units 33.675

Total Amount Due $7,408.50

TEXAS A&M FOREST SERVICE

Texas A&M Forest Service
ATTN: Accounts Receivable
200 Technology Way, STE 1120
College Station, TX 77845-3424

INVOICE NO. W005361

Invoice Date 2/14/2022

TINS ID#: 35765765769-006
Federal Employer ID#: 74-6014065

TREEFOLKS INC
PO BOX 1395
DEL VALLE, TX 78617-1395

Customer #:0000000005506

ACCOUNTING USE ONLY			
BILLING DEPT:	CTXR		
GL/SL ACCOUNT	S/A	REVENUE CODE	AMOUNT
146120	02022	0537	$26,839.50

	Quantity	Unit Cost	
American Beautyberry Seedlings	2350	$1.91	$4,488.50
Baldcypress Seedlings	900	$1.91	$1,719.00
Chinkapin Oak Seedlings	100	$1.20	$120.00
Desert Willow Seedlings	750	$1.91	$1,432.50
Eve's Necklace Seedlings	925	$1.91	$1,766.75
Mexican Buckeye Seedlings	450	$1.91	$859.50
Osage Orange Seedlings	400	$1.20	$480.00
Pecan Seedlings	1250	$1.20	$1,500.00
Retama Seedlings	575	$1.91	$1,098.25
Shumard Oak Seedlings	800	$1.20	$960.00
Sugar Hackberry Seedlings	525	$1.91	$1,002.75
Texas Mountain Laurel Seedlings	500	$1.91	$955.00
Texas Redbud Seedlings	5000	$1.91	$9,550.00
Western Soapberry Seedlings	475	$1.91	$907.25
		Sub-Total	$26,839.50
		Tax	$0.00
Prepared By: Cook, Sharman Phone: 806-892-3572		**Total Due**	**$26,839.50**

PAYMENT COUPON

TEXAS A&M FOREST SERVICE

Please Send Payment to:

Texas A&M Forest Service
ATTN: Accounts Receivable
200 Technology Way, STE 1120
College Station, TX 77845-3424

Invoice #	Payment Due Date	Total Due	Amount Paid
W005361	3/16/2022	$26,839.50	

TREEFOLKS INC
PO BOX 1395
DEL VALLE, TX 78617-1395

✂----------

Billing Summary Information

Make payment payable to **Texas A&M Forest Service**.
Write your invoice number on your payment.
Mail payment coupon along with your payment to the address shown above.
Note any address change on payment coupon.

Notes:

There are no notes for this invoice.

James Lovegren
DBA L&L Growers

1625 S Sam Houston Blvd
San Benito, Texas 78586
(956) 454-1509
jlovegrenww@gmail.com

February 24,2022

INVOICE: ReForestation Seedlings - Deliveries 4-6: 12/15/21; 1/6/22; 1/24/22

APACHE OIL COMPANY GRANT

TreeFolks, Inc.
Attention: Valerie Tamburri
PO BOX 1395
Del Valle, TX 78617
(512) 443-5323

ReForestation Seedlings for 2021

3,954 seedlings @ $1.90 = $7,512.60
Delivery: 6,046 @ $0.09 = $ 355.86

Total amount due: = $7868.46

James Lovegren DBA L&L Growers

Common name	Re-Forestation - 1st Invoice Del 4-6 (Apache - PENDING)
Guajillo	337
Huisache	
Catclaw acacia	289
Box elder	
Whitebrush	
American Beautyberry	
Native Pecan	
Buttonbush	490
Texas Redbud	
Brazilwood	686
Texas persimmon	196
Anacua	1078
Texas kidneywood	193
Black Walnut	
Osage orange	
Agarita	
Retama	499
American Sycamore	
Honey mesquite	49
Wafer ash	35
Texas Live Oak	
Bur Oak	74
Chinkapin Oak	
Mexican White Oak	28
Shumard Oak	
Prairie Flameleaf Sumac	
Evergreen sumac	
Western Soapberry	
Texas Mountain Laurel	
Bald Cypress	
Mexican Buckeye	
TOTALS	**3954**

James Lovegren
DBA L&L Growers

1625 S Sam Houston Blvd
San Benito, Texas 78586
(956) 454-1509
jlovegrenww@gmail.com

February 24,2022

INVOICE: ReForestation Seedlings - Deliveries 4-6: 12/15/21; 1/6/22; 1/24/22

TreeFolks, Inc.
Attention: Valerie Tamburri
PO BOX 1395
Del Valle, TX 78617
(512) 443-5323

ReForestation Seedlings for 2021 (Beyond Apache Grant)

2,421 seedlings @ $1.90 = $4,599.90
Delivery: 6,046 @ $0.09 = $ 217.89

Total amount due: = $4817.79

James Lovegren DBA L&L Growers

Common name	Re-Forestation Invoice Del 4-6; Beyond Apache grant
Guajillo	0
Huisache	744
Catclaw acacia	0
Box elder	0
Whitebrush	98
American Beautyberry	49
Native Pecan	0
Buttonbush	0
Texas Redbud	20
Brazilwood	0
Texas persimmon	0
Anacua	0
Texas kidneywood	0
Black Walnut	59
Osage orange	0
Agarita	0
Retama	0
American Sycamore	0
Honey mesquite	0
Wafer ash	0
Texas Live Oak	451
Bur Oak	0
Chinkapin Oak	244
Mexican White Oak	0
Shumard Oak	70
Prairie Flameleaf Sumac	0
Evergreen sumac	0
Western Soapberry	49
Texas Mountain Laurel	539
Bald Cypress	0
Mexican Buckeye	98
TOTALS	**2421**

Invoice

RENNERWOOD, INC.
A Tree Farm

1025 AN. CO. RD. 2810
TENNESSEE COLONY, TEXAS 75861
1-888-898-7337 or 1-888-89TREES
info@rennerwood.com

NO.: **I-11568***
P.O.#
DATE: **01/31/2022**
SHIP DATE: **01/31/2022**
VIA: **Rennerwood**
TERMS: **Net 30**
CONTACT: **Valerie Tamburri**
Tax No:

BILL TO:
Tree Folks
P.O. Box 1395
Del Valle, TX 78617

SHIP TO:
Tree Folks
10803 Platt Ln.
Austin, TX 78725

Phone #: **(512)443-5323**
FAX#: **( ) -**

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1500	CARYA illinoinensis Native Pecan Rootmaker	2.35	3525.00
2600	QUERC falcata Southern Red Oak Rootmaker	2.10	5460.00
6000	QUERC laceyi Lacey Oak Rootmaker	2.70	16200.00
2350	QUERC lyrata Overcup Oak Rootmaker	2.10	4935.00
1050	QUERC palustris Pin Oak Rootmaker	2.10	2205.00
725	TAXOD ascendens Pond Cypress Rootmaker	2.10	1522.50
======			
14225			

THANK YOU! - Rennerwood

PLEASE PAY FROM THIS INVOICE

1 1/2% SERVICE CHARGE WILL BE ADDED TO EACH BALANCE OVER 30 DAYS OLD. NO STATEMENT WILL BE MAILED.

Warranty

We exercise diligent care to keep all stock offered for sale true to name and in good condition when it is shipped.

Should any prove to be otherwise, it is mutually agreed that we are not liable for any amount greater than the original invoice price.

Claims must be made immediately upon receipt of merchandise.

Sales:	**33847.50**
Frght:	**600.00**
TOTAL:	**34447.50**

Attestation of Planting Affirmation

CITY FOREST CREDITS

Attestation of Planting Affirmation

I, the undersigned working on behalf of [insert department] at Superior Forestry Service, Inc, attest and confirm that tree planting(s) occurred on the following dates under the project named in the City Forest Credits registry Central Texas Floodplain Reforestation Program 21-22 by the Project Operator, TreeFolks, Inc.

Trees were planted under this project on the following date(s): February 7 – 12, 2022

The approximate number of trees planted is: 49,330

Signed on March 11 in 2022, by Andrew Harnage, Area Manager, for Superior Forestry Service, Inc..

Signature

479-747-1590 cell
Phone

aharnage@superiorforestry.com
Email

CITY FOREST CREDITS

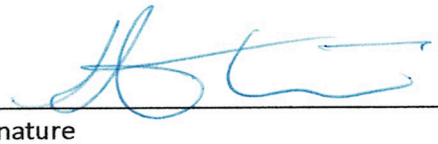
Attestation of Planting Affirmation

I, the undersigned working on behalf of The Guadalupe-Blanco River Trust, attest and confirm that tree planting(s) occurred on the following dates under the project named in the City Forest Credits registry Central Texas Floodplain Reforestation Program by the Project Operator, TreeFolks, Inc.

Trees were planted under this project on the following date(s): 11/5/2021 – 11/6/2021

The approximate number of trees planted is: 670

Signed on March 17, in 2022, by Stephen Risinger, Conservation & Stewardship Manager, for TreeFolks, Inc.



Signature

830 632 2292

Phone

Stephen@gbrtx.org

Email

Attestation of Planting Affirmation

I, the undersigned working on behalf of the Watershed Protection Department at the City of Austin, attest and confirm that tree planting(s) occurred on the following dates under the project named in the City Forest Credits registry Central Texas Floodplain Reforestation Program 21-22 by the Project Operator, TreeFolks, Inc.

Trees were planted under this project on the following date(s): November 1, 2021 – January 21, 2022

The approximate number of trees planted is: 16,297

Signed on June 8th in 2022, by Ana V González

Signature

(512) 740-0147
Phone

Ana.gonzalez@austintexas.gov
Email

Attestation of No Double Counting and No Net Harm

Central Texas Floodplain Reforestation Project 21-22
Attestation of No Double Counting of Credits

I am the Reforestation Manager of TreeFolks, Inc and make this attestation regarding the no double counting of credits from tree planting project, Central Texas Floodplain Reforestation Project 21-22.

1. Project Description

The Project that is the subject of this attestation is described more fully in both our Application and our Project Design Document (PDD), both of which are incorporated into this attestation.

2. No Double Counting by Applying for Credits from another registry

TreeFolks, Inc will not seek credits for CO_2 for the project trees or for this project from any other organization or registry issuing credits for CO_2 storage.

3. No Double Counting by Seeking Credits for the Same Trees or Same CO_2 Storage

TreeFolks, Inc will not apply for a project including the same trees as this project nor will it seek credits for CO_2 storage for the project trees or for this project in any other project or more than once.

Signed on April 11th in 2022, by Valerie Tamburri, Reforestation Manager, for TreeFolks, Inc.

_____

Signature

Valerie Tamburri
512-443-5323
valerie@treefolks.org

Exhibit A

Property Addresses:

9401 Flintrock Circle	Austin, TX	78737
7443 Onion Creek Dr	Austin, TX	78744
462 Kelley Rd	Bastrop, TX	78602
267 Winfield Thicket	Bastrop, TX	78602
620 Onion Creek Ranch Rd	Driftwood, TX	78619
19100 Fm 150 W	Driftwood, TX	78619
303 S. Creekwood Drive	Driftwood, TX	78619
1035 Old Sayers	Elgin, TX	78621
20511 Quiet Oaks Lane	Manor, TX	78726
454 FM 2104	Smithville, TX	78957
236 Winn Valley Drive	Wimberley, TX	78676
5806 FM 32	Wimberley, TX	78623
120 Milagro Lane	Wimberley, TX	78676
3300 Fischer store road	Wimberley, TX	78676
216 N Pecan View Rd	Liberty Hill, TX	78642
3105 N U.S. Hwy 183	Lockhart, TX	78644 [Plum Creek]

Central Texas Floodplain Restoration Project 21-22
Attestation of No Net Harm

I am the Reforestation Manager of TreeFolks, Inc. and make this attestation regarding the no net harm from tree planting project, Central Texas Floodplain Reforestation Project 21-22.

1. Project Description

The Project that is the subject of this attestation is described more fully in both our Application and our Project Design Document (PDD), both of which are incorporated into this attestation.

2. No Net Harm

The trees planted in this project will produce many benefits, as described in our Application and PDD. Like almost all urban trees, the project trees are planted not for harvest but for the benefits they deliver to people, communities, and the environment as living trees in a metropolitan area.

The project trees will produce many benefits and will not cause net harm. Specifically, they will not:

- Displace native or indigenous populations
- Deprive any communities of food sources
- Degrade a landscape or cause environmental damage

Signed on August 19 in 2022, by Valerie Tamburri, Reforestation Manager, for TreeFolks, Inc.

_____

Signature

Valerie Tamburri
512-443-5323
valerie@treefolks.org

Exhibit A

Property Addresses:

9401 Flintrock Circle	Austin, TX	78737
7443 Onion Creek Dr	Austin, TX	78744
462 Kelley Rd	Bastrop, TX	78602
267 Winfield Thicket	Bastrop, TX	78602
620 Onion Creek Ranch Rd	Driftwood, TX	78619
19100 Fm 150 W	Driftwood, TX	78619
303 S. Creekwood Drive	Driftwood, TX	78619
1035 Old Sayers	Elgin, TX	78621
20511 Quiet Oaks Lane	Manor, TX	78726
454 FM 2104	Smithville, TX	78957
236 Winn Valley Drive	Wimberley, TX	78676
5806 FM 32	Wimberley, TX	78623
120 Milagro Lane	Wimberley, TX	78676
3300 Fischer store road	Wimberley, TX	78676
216 N Pecan View Rd	Liberty Hill, TX	78642
3105 N U.S. Hwy 183	Lockhart, TX	78644 [Plum Creek]

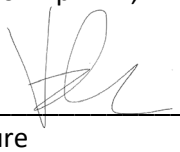
Attestation of Additionality

Central Texas Floodplain Reforestation Project 21-22
Attestation of Additionality

I am the Reforestation Manager of TreeFolks, Inc and make this attestation regarding additionality from this tree planting project, Central Texas Floodplain Reforestation Project 21-22.

- Project Description
    - The Project that is the subject of this attestation is described more fully in both our Application and our Project Design Document (PDD), both of which are incorporated into this attestation.
- Legal Requirements Test (Protocol Section 1.8)
    - Project trees are not required by law or ordinance to be planted.
- The Project did not plant trees on sites that were forested and then cleared of trees within the prior ten years (Protocol Section 1.9)
- Project-Specific Baseline or Performance Standard Baseline
    - Project trees are additional based on a project specific baseline. See PDD; or
    - Project trees are additional based on the Performance Standard baseline; see attached baseline to the PDD.
- Project Implementation Agreement for Project Duration
    - TreeFolks has signed a Project Implementation Agreement with City Forest Credits for 26-years.
- The 26-year Project Duration commitment is additional to and longer than any commitment our organization makes to non-carbon project tree plantings.

Signed on April 11, in 2022, by Valerie Tamburri, Reforestation Manager, for TreeFolks.



_____

Signature

Valerie Tamburri
512-443-5323
valerie@treefolks.org

Area Reforestation Quantification Method

City Forest Credits Planting Protocol
Area Reforestation Quantification and Monitoring

Standards and Requirements in the South Central Climate Zone

Carbon Quantification

Area Reforestation planting projects can request Carbon Removal Forward Credits™ from City Forest Credits (CFC):

- 10% after planting is completed
- 30% at Year 4
- 30% at Year 6
- 10% at Year 14
- Remaining credits at end of project duration (at Year 26)

The Credits will be based on the quantification performed by our forest scientists. Their calculations are in turn based on information Project Operators provide, including:

- Species planted
- Numbers of each species
- Planting design – density, expected mortality etc.
- Number of acres planted
- If the project is planted in separate areas, then Project Operator provides the planting list for each area

Scientists at City Forest Credits originally developed two separate methods for quantifying carbon dioxide (CO_2) storage in urban forest carbon projects – the Single Tree Approach (where planted trees are few or are scattered among many existing trees) and the Tree Canopy Approach (where planted trees are relatively contiguous). Instead of using the traditional Tree Canopy Approach for riparian tree planting projects in Austin, we use a forest ecosystem approach. The traditional Tree Canopy Approach, which is based on the biometrics of open-growing urban trees, does not always adequately describe biomass distribution among closely spaced trees and the dynamic changes in CO_2 stored in dead wood and understory vegetation as a riparian forest stand matures. This quantification method is now referred to as Area Reforestation Quantification Method.

In our modified approach the amount of CO_2 stored after 25-years by planted project trees is based on the anticipated amount of tree canopy area (TC). The forecasted amount of CO_2 stored after 25 years is the product of the amount of tree canopy (TC) and the CO_2 Index (CI, t CO_2 per acre). This amount is the value from which the Registry issues credits in the amounts of 10%, 30%, 30%, and 10% at Years 1, 4, 6 and 14 after planting, respectively. A 5% buffer pool deduction is applied, with these funds going into a

program-wide pool to insure against catastrophic loss of trees. At the end of the project, in year 26, the Project Operator will receive credits for all CO_2 stored, minus credits already issued.

To provide an accurate and complete accounting of carbon pools in these projects using the Area Reforestation Quantification Method we used the US Forest Service General Technical Report (GTR) NE-343, with its allometrics for the elm/ash/cottonwood forest ecosystem in the South Central region[1]. The table we used (B46) provides carbon stored per hectare for each of six pools as a function of stand age. We used values for 25-year old stands for afforestation projects, because the sites contain little carbon in down dead wood and forest floor material at the time of planting. Data used to derive the 51 forest ecosystem tables came from U.S. Forest Inventory and Assessment plots. More information on methods used to prepare the tables can be found in Smith et al. (2006).

Following guidance in GTR NE-343 we adjusted the GTR NE-343 values for live wood, dead standing and dead down wood using local plot data provided by the team. According to the plot data the mean amount of C stored in all tree biomass was 24 t/ha. This value does not include biomass of invasive woody species. Lacking a measured breakdown of this total for trees among the live, standing dead, and down dead biomass components, the 24 t/ha was proportionately distributed as per the GTR (i.e., live: 87%, 20.9 t/ha; standing dead: 7%, 1.7 t/ha; down dead: 6%, 1.4 t/ha). The remaining three carbon pools (understory, forest floor, and soil) remained the same as in GTR Table B46 because their values are independent of tree biomass. The customized values are shown below in Table 1. Carbon in the tree pool totals 24 t/ha and accounts for 33% of the total 71.9 t/ha after 25 years for this forest ecosystem. Soil organic carbon is the single largest pool (56%).

After conversions, **the CO_2 Index (CI) is 106.7 t CO_2 per acre of tree canopy (TC) and the forecasted amount of CO_2 stored after 25-years is the CI x TC.** This is the value from which the Registry will issue forward credits (Table 1).

Table 1. Estimated amounts of carbon stored in each pool 25-years after planting for Area Reforestation projects near Austin, TX. These values are based on local plot data for the types of forests and values from GTR NE-343 for the elm/ash/cottonwood forest ecosystem in the South Central region.

elm/ash/cottonwood	t/C/ha	t/CO2/ha	t/CO2/ac	% total
live tree	20.9	76.8	31.08	29%
std dead tree	1.7	6.1	2.48	2%
understory	3.3	12.1	4.90	5%
down dead wood	1.4	5.1	2.07	2%
forest floor	4.4	16.1	6.53	6%
soil	40.2	147.4	59.68	56%
total	71.9	263.6	106.73	100%

[1] Smith, James E.; Heath, Linda S.; Skog, Kenneth E.; Birdsey, Richard A. 2006. Methods for calculating forest ecosystem and harvested carbon with standard estimates for forest types of the United States. Gen. Tech. Rep. NE-343. Newtown Square, PA: U.S. Department of Agriculture, Forest Service, Northeastern Research Station. 216 p.

Monitoring Requirements

Project Operators need to submit annual monitoring reports. At years when Credits are requested, Project Operators need to provide additional information.

Within one year of planting:

- Request for Third-Party Verification and Credits
    - Project Design Document, which includes quantification
- Maps of the site, with boundaries, as well as a map showing the site within a larger context of land area, such as within a neighborhood, city or region
- Document the planting through imaging of the trees or photos
    - Select points and take geo-coded photos that when taken together capture the newly planted trees in the project area
        - If site is rectilinear, take a photo at each of the corners. If the site is large, take photos at points along the perimeter looking into the project area. If necessary to capture the trees, take photos facing each of the cardinal directions while standing in the middle of the project area
        - If site is nonrectilinear, identify critical points along property boundaries and take photographs at each point facing in towards the middle of the site. Next, take photographs from the middle of the project area facing out at each cardinal direction.
- Attestation of Planting
    - Include supporting documentation listed on the Project Operator Declaration of Planting template
- Attestation of Planting Affirmation
- Attestation of Land Ownership or Agreement to Transfer Credits
- Attestation of No Double Counting and No Net Harm
- Attestation of Additionality

At Year 4, 6, and 14:

- Project Operator either conducts a physical tree count using plots or uses imaging of the Project Area from any telemetry, imaging, remote sensing, i-Tree Canopy, or UAV service, such as Google Earth and estimate the area in tree canopy cover (acres).
    - Imaging from Google Earth with leaf-on may be used. Project Operators will calculate the percent of canopy cover from the Google Earth imaging
    - Project Operators can use i-Tree Canopy and point sampling to calculate canopy cover. Using i-Tree Canopy, continue adding points until the standard error of the estimate for both the tree and non-tree cover is less than 5%. i-Tree Canopy will supply you with the standard errors.
    - If tree canopy cover is determined using another approach, such as image classification, a short description of the approach should be provided, as well as the QA/QC measures that were used. A tree cover classification accuracy assessment should be conducted, as

with randomly placed points, and the percentage tree cover classification accuracy reported.

- Progress Requirements at Year 4, 6, and 14:
    - At Year 4, projects must show canopy coverage equals or exceeds 2.8% (400 trees per acre with an average canopy area of 3.14 square feet per tree (2-foot diameter of canopy) is 2.8% of an acre)
    - At Year 6, projects must show canopy coverage equals or exceeds 11.5% (400 trees per acre with an average canopy area of 12.56 square feet per tree (4-foot diameter of canopy) is 11.5% of an acre)
    - At Year 14, projects must show canopy coverage equals or exceeds 46% (400 trees per acre with an average canopy area of 50 square feet per tree (8-foot diameter of canopy) is 46% of an acre)

  Note: if projects exceed these progress requirements, they will not receive credits early or out of schedule. If projects fail to meet the progress requirements, they will not be eligible to request credits until they meet the progress requirements.

At Year 26:

- Project Operators must either conduct a physical tree count using plots or use imaging to determine canopy coverage at Year 26. Project Operator provides images of the Project Area from any telemetry, imaging, remote sensing, i-Tree Canopy, or UAV service, such as Google Earth and estimate the area in tree canopy cover (acres). If the canopy coverage equals 100% of the Project Area at the project outset, the credits projected may be issued.
    - Imaging from Google Earth with leaf-on may be used. Project operators will calculate the percent of canopy cover from the Google Earth imaging
    - Projects can use i-Tree Canopy and point sampling to calculate canopy cover. Using i-Tree Canopy, continue adding points until the standard error of the estimate for both the tree and non-tree cover is less than 5%. i-Tree Canopy will supply you with the standard errors.
    - If tree canopy cover is determined using another approach, such as image classification, a short description of the approach should be provided, as well as the QA/QC measures that were used. A tree cover classification accuracy assessment should be conducted, as with randomly placed points, and the percentage tree cover classification accuracy reported.
- Project Operator calculates total CO_2 storage at end of Year 25 as follows:
    - Multiply the CI (supplied by CFC) times the TC (Tree Canopy Cover in acres)
    - Deduct the number of Credits already issued
    - Result is the number of credits to be issued to the project, minus the 5% hold-back for the reversal pool
    - After third-party verification, CFC issues credits per the verification report and the protocol

Background Notes:

- Canopy plantings do not track tree loss because they are ecological projects seeking canopy. Canopy plantings anticipate relatively high tree loss compared to single tree or street-tree type plantings.
- Canopy is generated by the recruitment of species on the site and by planting a variety of smaller and larger species that provide canopy quickly. Larger species that out-compete others provide longer-term canopy coverage.
- Because of the above, the precise number of trees planted is not the key to a successful canopy project. That success often relies on recruitment and the competition of species that enable the success of some trees at the expense of others.

Tree Planting Data

Project Name: **Central Texas Floodplain Reforestation Project - 21-22**

				Planting Sites (16 Properties)																
				Public Land	Private Land														Partner Site	
Scientific Name	Common Name	Tree-Type	Format	WPD_Onion Creek	Blatt	Cassidy	Erattuparambil	Gaeke	Graham	Gwin	Kuhns	Martinez	Myers	Reardon	Schroeder	Thompson	Trask	Winn	GBRT_Plum Creek	Total Planted
Acacia berlanderi	Guajillo	BDS	Plantable tube (L&L)	299	49			49					87				52			**536**
Acacia farnesiana	Huisache	BDS	Plantable tube (L&L)	995	49			147					473	49	98	98		389		**2298**
Acer negundo	Box elder maple	BDL	Plantable tube (L&L)	98															21	**119**
Aesculus pavia	Red Buckeye	BDS	Plug (RW)	40																**40**
Carya illinoinensis	Pecan, native	BDL	Bareroot (TFS),Plug (RW	1097	10	28	50	100	100		2	14	1910	9	303	25	34	655	7	**4344**
Celtis Laevigata	Sugar Hackberry	BDL	Container plug (TFS)		98			147	196				686	49	245	49	85	245		**1800**
Cercis canadensis var. texensis	Texas redbud	BDS	Container plug (TFS)	2000	147	147	147	196	236	147		49	851	98	196	98	147	510		**4969**
Chilopsis linearis	Desert willow	BDM	Container plug (TFS)		98		24	98	98				200	98		49	59	490		**1214**
Condalia hookeri	Brazilwood	BES	Plantable tube (L&L)	1087	49			98					98	49	49	49		98		**1577**
Cornus drummondii	Roughleaf dogwood	BDS	Plug (RW)			30		50					150	25				51		**306**
Diospyros texana	Texas persimmon	BDM	Plantable tube (L&L)	265		20		49				13	34	20		20			35	**456**
Diospyros virginiana	Common Persimmon	BDM	Plug (RW)		98	49		98	98				300	49	62	49	20	411		**1234**
Ehretia anacua	Anacua or sandpaper tree	BDM	Plantable tube (L&L)	1479		29	24	49		20		20	98	49			10	49		**1827**
Eysenhardtia texana	Texas kidneywood	BDS	Plantable tube (L&L)	200				20								22				**242**
Frangula caroliniana	Carolina buckthorn	BDS	Plug (RW)	588	35	50		100				25	400	50		125		247		**1620**
Fraxinus albicans	Texas ash	BDM	Plug (RW)		50	10		33				25	44	50		50			42	**304**
Gleditsia triacanthos	Honey locust	BDL	Container plug (TFS),Plug (RW)		49	59			35				98	49			4	129	54	**477**
Juglans nigra	Black walnut	BDL	Plantable tube (L&L)	10					10								11	49	7	**87**
Maclura pomifera	Osage orange, horseapple, or boc	BDM	Bareroot (TFS)			50		50					100	50	50		50	50		**400**
Morus rubra	Red mulberry	BDL	Plug (RW)					15					66							**81**
Parkinsonia aculeata	Retama or palo verde	BDS	Container plug (TFS),Pla	1003	49			98		49			689	98	98		53	588		**2725**
Pinus taeda	Loblolly Pine	CEL	Arborgen plug						54	100					325					**479**
Platanus occidentalis	American Sycamore	BDL																	7	**7**
Prosopis glandulosa	Honey mesquite	BDS	Plantable tube (L&L)	500	10			20					35	20			25	49		**659**
Prunus mexicana	Mexican plum	BDS	Container plug (TFS)											35						**35**
Ptelea trifoliata	Wafer ash or hoptree	BDS	Plantable tube (L&L)	5		34														**39**
Quercus alba	White Oak	BDL	Plug (RW)	0	50			100						88	67			200		**505**
Quercus buckleyi	Texas Red Oak	BDL	Plug (RW)	1000															153	**1153**
Quercus falcata	Southern Red Oak	BDL	Plug (RW)				27		1100	300					1125		50			**2602**
Quercus fusiformis	Live oak	BEM	Plantable tube (L&L)	250	39		20	49					147	43	20	49	59		28	**704**
Quercus laceyi	Lacey Oak	BDL	Plug (RW)	790	327	164		440				25	3500	150		375		1210		**6981**
Quercus laurifolia	Laurel Oak	BDL	Plug (RW)		150	100		355	100				800	100	400		271	782		**3058**
Quercus lyrata	Overcup Oak	BDM	Plug (RW)			25	75		697	75		40			1328	11	50			**2301**
Quercus macrocarpa	Bur oak	BDL	Bareroot (TFS)		18	15	25													**58**
Quercus muehlenbergii	Chinquapin or chinkapin oak	BDL	Bareroot (TFS),Plantable tube (L&L)		50	50									243				100	**443**
Quercus pagoda	Cherrybark Oak	BDL	Plug (RW)				94		228	123					550		50			**1045**
Quercus palustris	Pin Oak	BDL	Plug (RW)				100		611	200				59	1097		60			**2127**
Quercus polymorpha	Monterey or Mexican white oak	BDL	Plug (RW)		150	50		100				25		50	154		69	950		**1548**
Quercus shumardii	Shumard red oak	BDL	Bareroot (TFS),Plug (RW)				50		250	100					450		50			**900**
Robinia pseudoacacia	Black locust	BDL	Plug (RW)			20		100					98					199		**417**
Sambucus nigra	Elderberry	BDS	Plantable tube (L&L)										4							**4**
Sapindus saponaria var drummondi	Western soapberry	BDM	Container plug (TFS)	519		31													14	**564**
Sophora secundiflora	Texas Mountain laurel (syn. Derm	BES	Container plug (TFS),Pla	796	49	49	46	98	148	49		20	245	98	147	98	81	144		**2068**
Styphnolobium affine	Eve's Necklace	BDS	Container plug (TFS)	188	49	49	15	98	98			25	196	49	21	49	29	196		**1062**
Taxodium ascendens	Pond Cypress	BDL	Plug (RW)				77		125	100					400		50			**752**
Taxodium distichum	Bald cypress	BDL	Container plug (TFS)		17	49		147			15	20	600	23		49		315	14	**1249**
Ulmus alata	Winged Elm	BDL	Plug (RW)		50			50					100	50				205		**455**
Ulmus americana	American Elm	BDL	Plug (RW)	152	5	5		5		5	5	5		5		5				**192**
Ulmus crassifolia	Cedar Elm	BDL																	167	**167**
Ungnadia speciosa	Mexican buckeye	BDS	Container plug (TFS),Pla	1148		76			50	49		20	61	49	20	49	57	98		**1677**

Total	**59907**

Cobenefit Quantification

Light pink background denotes an input cell ->

Directions
1) Use i-Tree Canopy, or another tool, to estimate the amount of deciduous and coniferous tree cover area (acres) (Cell C18 and D18).
2) Use i-Tree Canopy, or another tool, to estimate the amount of non-tree cover area (acres) (Cell F18) in the project area.
3) In Cell G18 the total area of the project is calculated (acres). Prompt i-Tree Canopy to provide an estimate of the project area by clicking on the gear icon next to the upper right portion of the image and selecting ”Report By Area.”
4) Total Project Area, cell G15 should equal 100%.

Table 1. Tree Cover

	Deciduous Tree Cover	Coniferous Tree Cover	Total Tree Cover	Non-Tree (	Total Project Area
Percent (%)	100%	0%	100%	0%	100%
Area (sq miles)	0.063	0.000	0.063	0.000	0.06
Area (m2)	162,480	0	162,480	0	162,480
Area (acres)	40.15	0.00	40.15	0.00	40.15

Using the information you provide on tree canopy cover, the tool provides estimates of co-benefits in Resource Units and $ per year.

Co-Benefits per year with current tree canopy cover.

Ecosystem Services	Resource Units Totals	Total $
Rain Interception (m3/yr)	4,448.5	$11,635.48
Air Quality (t/yr)		
O3	0.5803	$1,724.14
NOx	0.1429	$424.58
PM10	0.3078	$347.66
Net VOCs	0.0060	$17.16
Air Quality Total	1.0371	$2,513.54
Energy (kWh/yr & kBtu/yr)		
Cooling - Elec.	47,551	$3,609.12
Heating - Nat. Gas	25,220	$262.05
Energy Total ($/yr)		$3,871.17
Grand Total ($/yr)		$18,020.20

$450,504.88

Social Impacts

City Forest Carbon Project
Social Impacts

UN Sustainable Development Goals

The 17 United Nations Sustainable Development Goals (SDGs) are an urgent call for action and global partnership among all countries, representing key benchmarks for creating a better world and environment for everyone. Well-designed and managed urban forests make significant contributions to the environmental sustainability, economic viability and livability of cities. They help mitigate climate change and natural disasters, reduce energy costs, poverty and malnutrition, and provide ecosystem services and public benefits. See more details in the CFC Carbon Project Social Impact Reference Guide.

Instructions

This template sets out all relevant SDGs and lists various urban forest project activities that fall within each SDG. Evaluate the SDGs to determine how your carbon project provides social impacts that may contribute towards achievement of the global goals. Check the box(es) that contain one of your project activities and describe in no fewer than two sentences how your project activities align with the corresponding SDG. On page 12, select the icon for three to five of the most relevant SDGs to your project and provide any additional information.

SDG 3 - Good Health and Well Being

Goal: Ensure healthy lives and promote well-being for all at all ages.

Examples of project activities include, but are not limited to:

- ☒ Plant or protect trees to reduce or remove air pollutants
- ☐ If planting trees, select trees for reduced pollen counts and irritant production
- ☒ Plant or protect trees to create shade, provide UV exposure protection, reduce extreme heat negative effects, and/or reduce temperatures to relieve urban heat effects
- ☐ Design project to buffer sounds, optimize biodiversity, or create nature experiences
- ☐ Locate project near vulnerable populations, such as children or elderly
- ☐ Locate project near high volume roads to screen pollutants
- ☐ Locate project near people to encourage recreation, provide new parks or green space, or otherwise promote an active lifestyle
- ☐ Locate project near schools, elderly facilities, or mental health services to promote nature-based wellness, attention restoration, or other mental well-being
- ☐ Locate project in area with conditions of project-defined high inequity to trees, such as at schools, affordable or subsidized housing, formerly redlined neighborhoods, areas with high property vacancy rates, or area with high proportion of renters
- ☒ Reduce storm water runoff or improve infiltration rates
- ☐ Design project to reduce human exposure to specific pollutants or toxins
- ☐ Other

The Central Texas Floodplain Reforestation Project plants forest buffers along degraded creeks, streams and rivers on public and private land. The program goals are to enhance regional cooling through new tree canopy, sequester CO2, mitigate flooding effects from storm water runoff, improve infiltration rates, improve air & water quality and create critical wildlife habitat. The trees planted are protected for at least 25 years through a deed covenant, which prohibits the removal of trees before then. The new trees will provide shade along waterways that are currently lacking tree canopy, and rebalance the ecosystem.

SDG 6 - Clean Water and Sanitation

Goal: Ensure availability and sustainable management of water and sanitation for all

Examples of project activities include, but are not limited to:

- ☐ Research and assess environmental injustices related to water in project area
- ☐ Locate project near high-traffic roads or to otherwise improve, mitigate, or remediate toxic landscapes near water
- ☐ Protect or plant trees to improve historically or culturally important sites related to water that have been degraded and/or neglected
- ☒ Reduce stormwater by planting or protecting trees
- ☒ Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- ☐ Prevent soil erosion by protect steep slopes

☒ Improve infiltration rates
☐ Improve, mitigate, or remediate toxic landscapes and human exposure to risk
☒ Drought resistance, such as selecting appropriate water-efficient trees for project climate zone
☐ Other

The Central Texas Floodplain Reforestation Project plants forest buffers along degraded creeks, streams and rivers on public and private land. The program goals are to enhance regional cooling through new tree canopy, sequester CO2, mitigate flooding effects from storm water runoff, improve infiltration rates, improve air & water quality and create critical wildlife habitat. The project operator selects native trees appropriate to the Central Texas climate zone and creates detailed planting plans for each specific site, according to their eco-region and further differentiates planting areas by Upland and Wetland areas to ensure trees are planted in their appropriate zones. This not only helps ensure the survival of the trees, but also takes into account the warming climate.

SDG 8 - Decent Work and Economic Growth

Goal: Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all

Examples of project activities include, but are not limited to:
☐ Community participation in project implementation, including such things as providing access to financial resources for ongoing community-based care
☒ Emphasize local hiring and support small businesses
☒ Promote local economic opportunities through workforce training, career pathway development, or other employment
☐ Other

The Central Texas Floodplain Reforestation Project 21-22 boosts the local economy in many ways by supporting small businesses and by providing opportunities for career development for staff members. TreeFolks sources between 50,000-100,000 tree seedlings, annually, through local nurseries and has created a market by way of demand, for more than ten years of reforestation projects. In addition to supporting local nurseries, this project hired a local planting crew in addition to an out-of-state contract planting crew. TreeFolks employs a full time staff of 10, hires between 4-10 annual seasonal support staff, and budgets for professional development each year. Seasonal hires are encouraged to return in subsequent seasons and apply for positions when vacancies occur.

SDG 10 - Reduced Inequalities

Goal: Reduce inequalities within and among countries

Examples of project activities include, but are not limited to:

- ☐ Provide connections and cohesion for social health, such as create or reinforce places that promote informal interactions, engage local residents and users in tree management, include symbolic or cultural elements, or other events
- ☐ Research, understand, and design to address understand historic and current sociocultural inequities, community health conditions, environmental injustices, or prior local greening efforts in community
- ☐ Locate project near vulnerable populations, such as children or elderly, to provide air quality improvements or buffer against extreme heat effects
- ☐ Locate project in high-density residential areas or where there is a lack of trees to improve access and promote an active lifestyle
- ☐ Locate project near schools, elderly facilities, or mental health services to promote nature-based wellness, attention restoration, or other mental well-being
- ☐ Locate project in area with conditions of project-defined high inequity to trees, such as at schools, affordable or subsidized housing, formerly redlined neighborhoods, areas with high property vacancy rates, or area with high proportion of renters
- ☐ Locate project near high-traffic roads or to otherwise improve, mitigate, or remediate toxic landscapes
- ☐ Protect or plant trees to improve historically or culturally important sites that have been degraded and/or neglected
- ☐ Community engagement in project design, including such things as engaging and respecting existing relationships and social networks, community cultural traditions, and public participation methods that are empowering and inclusive
- ☒ Community participation in project implementation, including such things as addressing and removing barriers to participation, promote ongoing community-based care and access to financial resources
- ☒ Emphasize local hiring and support small businesses
- ☐ Research and consider potential for gentrification and displacements
- ☒ Promote local economic opportunities through workforce training, career pathway development, or other employment
- ☐ Other

This project partners with floodplain landowners within the community who have degraded creeks and streams. TreeFolks removes all financial barriers for program participation by providing on-site consultations, trees and planting services at no-cost to landowners. Participating landowners transfer carbon credits to TreeFolks, to help offset planting costs in subsequent years.

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SDG 11 - Sustainable Cities and Communities

Overall: Make cities inclusive, safe, resilient, and sustainable.

Examples of project activities include, but are not limited to:

- ☒ Plant or protect trees to reduce or remove air pollutants
- ☐ If planting trees, select trees for reduced pollen counts and irritant production
- ☐ Locate project near high volume roads to screen pollutants
- ☐ Locate project near vulnerable populations, such as children or elderly
- ☒ Plant or protect trees to create shade, provide UV exposure protection, reduce extreme heat negative effects, and/or reduce temperatures to relieve urban heat effects
- ☐ Locate project near people to encourage recreation, provide new parks or green space, or otherwise promote an active lifestyle
- ☐ Design project to improve wellness and mental health, such as planting trees to buffer sounds, optimize biodiversity, optimize views from buildings, or create nature experiences
- ☐ Locate project near schools, elderly facilities, or mental health services to promote nature-based wellness, attention restoration, or other mental well-being
- ☐ Provide connections and cohesion for social health, such as create or reinforce places that promote informal interactions, engage local residents and users in tree management, include symbolic or cultural elements, or other events
- ☐ Research, understand, and design to address understand historic and current sociocultural inequities, community health conditions, environmental injustices, or prior local greening efforts in community
- ☐ Locate project in area with conditions of project-defined high inequity to trees, such as at schools, affordable or subsidized housing, formerly redlined neighborhoods, areas with high property vacancy rates, or area with high proportion of renters
- ☐ Community engagement in project design, including such things as engaging and respecting existing relationships and social networks, community cultural traditions, and public participation methods that are empowering and inclusive
- ☒ Community participation in project implementation, including such things as addressing and removing barriers to participation, promote ongoing community-based care and access to financial resources
- ☐ Other

The Central Texas Floodplain Reforestation Project plants forest buffers along degraded creeks, streams and rivers on public and private land. The program goals are to enhance regional cooling through new tree canopy, sequester CO2, mitigate flooding effects from storm water runoff, improve infiltration rates, improve air & water quality and create critical wildlife habitat. The trees planted are protected for at least 25 years through a deed covenant, which prohibits the removal of trees before then. The new trees will provide shade along waterways that are currently lacking tree canopy, and rebalance the ecosystem.

This project relies on participation of floodplain landowners within the community who have degraded creeks and streams. TreeFolks removes all financial barriers for program participation by providing on-site consultations, trees and planting services at no-cost to landowners. Participating landowners transfer carbon credits to TreeFolks, to help offset planting costs in subsequent years.

SDG 12 - Responsible Production and Consumption

Goal: Ensure sustainable consumption and production patterns

Examples of project activities include, but are not limited to:

- ☒ Plant or protect trees to create shade or reduce temperatures to relieve urban heat effects
- ☐ Provide cooling benefits and energy savings by shading impervious surfaces such as streets or parking lots, or planting trees on south and west sides of buildings
- ☐ Other

The Central Texas Floodplain Reforestation Project plants forest buffers along degraded creeks, streams and rivers on public and private land. The program goals are to enhance regional cooling through new tree canopy, sequester CO2, mitigate flooding effects from storm water runoff, improve infiltration rates, improve air & water quality and create critical wildlife habitat. The trees planted are protected for at least 25 years through a deed, which prohibits the removal of trees before then. The new trees will provide shade along waterways that are currently lacking tree canopy, and rebalance the ecosystem.

SDG 13 - Climate Action

Goal: Take urgent action to combat climate change and its impacts.

Examples of project activities include, but are not limited to:

- ☒ Plant or protect trees to reduce or remove air pollutants
- ☒ Plant or protect trees to create shade or reduce temperatures to relieve urban heat effects
- ☐ Promote community capacity for social and climate resilience by engaging local residents or users in tree management, or other events to connect people to the project
- ☐ Reflect cultural traditions and inclusive engagement for climate resilience
- ☒ Design project to improve soil health
- ☐ Provide cooling benefits and energy savings by shading impervious surfaces such as streets or parking lots, or planting trees on south and west sides of buildings
- ☒ Plant or protect trees to reduce stormwater runoff
- ☒ Select water-efficient trees for climate zone and drought resistance
- ☒ Create and/or enhance wildlife habitat
- ☐ Other

The Central Texas Floodplain Reforestation Project plants forest buffers along degraded creeks, streams and rivers on public and private land. The program goals are to enhance regional cooling through new tree canopy, sequester CO2, mitigate flooding effects from storm water runoff, improve infiltration rates, improve air & water quality and create critical wildlife habitat. The trees planted are protected for at least 25 years through a deed covenant, which prohibits the removal of trees before then. The new trees will provide shade along waterways that are currently lacking tree canopy, and rebalance the ecosystem.

The project operator selects native trees appropriate to the Central Texas climate zone and creates detailed planting plans for each specific site, according to their eco-region and further differentiates planting areas by Upland and Wetland areas to ensure trees are planted in their appropriate zones. This not only helps ensure the survival of the trees, but also takes into account the warming climate.

Planting native trees, along with encouraging landowners to plant native grasses and wildflower mixes, contribute to improving soil health on floodplain properties. Livestock must be fenced out of planting areas, which reduces soil compaction and allows vegetation to recover. Wildflowers and trees contribute food resources for pollinators and restores wildlife corridors along and within creeks and streams.

SDG 14 - Life Below Water

Goal: Conserve and sustainably use the oceans, seas and marine resources for sustainable development.

Examples of project activities located in areas with marine ecosystems include, but are not limited to:

- ☐ Locate project near high-traffic roads or to otherwise improve, mitigate, or remediate toxic landscapes near water
- ☒ Plant or protect trees in project areas to reduce stormwater runoff
- ☒ Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- ☐ Prevent soil erosion into by protecting steep slopes
- ☒ Improve infiltration rates
- ☐ Improve, mitigate, or remediate toxic landscapes and human exposure to risk
- ☒ Drought resistance, such as selecting appropriate water-efficient trees for project climate zone
- ☒ Enhance wildlife habitat, such as riparian habitat for fish, birds, and other animals
- ☐ Other

The Central Texas Floodplain Reforestation Project plants forest buffers along degraded creeks, streams and rivers on public and private land. The program goals are to enhance regional cooling through new tree canopy, sequester CO2, mitigate flooding effects from storm water runoff, improve infiltration rates, improve air & water quality and create critical wildlife habitat. The trees planted are protected for at least 25 years through a deed covenant, which prohibits the removal of trees before then. The new trees will provide shade along waterways that are currently lacking tree canopy, and rebalance the ecosystem.

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SDG 15 - Life on Land

Goal: Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss.

Examples of project activities include, but are not limited to the following with increased functionality of green infrastructure:

- ☒ Plant or protect trees to reduce stormwater runoff
- ☒ Select water-efficient trees for climate zone and drought resistance
- ☒ Create and/or enhance wildlife habitat to improve local biodiversity
- ☒ Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- ☐ Prevent soil erosion by protect steep slopes
- ☒ Improve infiltration rates
- ☐ Other

The Central Texas Floodplain Reforestation Project plants forest buffers along degraded creeks, streams and rivers on public and private land. The program goals are to enhance regional cooling through new tree canopy, sequester CO2, mitigate flooding effects from storm water runoff, improve infiltration rates, improve air & water quality and create critical wildlife habitat. The trees planted are protected for at least 25 years through a deed covenant, which prohibits the removal of trees before then. The new trees will provide shade along waterways that are currently lacking tree canopy, and rebalance the ecosystem.

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SDG 17 - Partnerships for the Goals

Overall: Strengthen the means of implementation and revitalize the global partnership for sustainable development.

Examples of project activities include, but are not limited to:

- ☐ Promote community connections and capacity for social resilience by engaging local residents or users in tree management, or other events to connect people to the project
- ☐ Community engagement in project design, including such things as engaging and respecting existing relationships and social networks, community cultural traditions, and public participation methods that are empowering and inclusive

- ☒ Community participation in project implementation, including such things as addressing and removing barriers to participation, promote ongoing community-based care and access to financial resources
- ☐ Other

This project relies on participation of floodplain landowners within the community who have degraded creeks and streams. TreeFolks removes all financial barriers for program participation by providing on-site consultations, trees and planting services at no-cost to landowners. Participating landowners transfer carbon credits to TreeFolks, to help offset planting costs in subsequent years.

Summary of Project Social Impacts
Central Texas Floodplain Reforestation Project – 21-22

The Central Texas Floodplain Reforestation Project plants forest buffers along degraded creeks, streams and rivers on public and private land. The program goals are to enhance regional cooling through new tree canopy, sequester CO2, mitigate flooding effects from storm water runoff, improve infiltration rates, improve air and water quality, and create critical wildlife habitat. The trees planted are protected for at least 25 years through a deed covenant, which prohibits the removal of trees before then. The new trees will provide shade along waterways that are currently lacking tree canopy, and rebalance the ecosystem.

TreeFolks selects native trees appropriate to the Central Texas climate zone and creates detailed planting plans for each specific site, according to their eco-region and further differentiates planting areas by upland and wetland areas to ensure trees are planted in their appropriate zones. This not only helps ensure the survival of the trees, but also takes into account the warming climate.

Planting native trees, along with encouraging landowners to plant native grasses and wildflower mixes, contribute to improving soil health on floodplain properties. Livestock must be fenced out of planting areas, which reduces soil compaction and allows vegetation to recover. Wildflowers and trees contribute food resources for pollinators and restores wildlife corridors along and within creeks and streams.