

COUNTY OF TRAVIS §
STATE OF TEXAS §

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RECITALS

The Balcones Canyonlands region of Central Texas is home to several species of animals and plants listed as endangered under the federal Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq. (the "Act"). Development of endangered species habitat in the region is subject to approval under the Act. To provide an alternative to the burden of each landowner or developer going through an individual 10(a) permit application process, a group of individuals representing federal, state, and local governments, the private business sector, private landowners, and environmental interests, worked since 1988 to create a regional habitat conservation plan, in accordance with Section 10(a) of the Act.

In order to implement the habitat conservation plan, known as the Balcones Canyonlands Conservation Plan (BCCP) - Shared Vision, Travis County and the City of Austin applied for a regional permit under section 10(a)(1)(b) of the Act. The United States Fish and Wildlife Service ("USFWS") issued the regional permit, permit number PRT-788841 (the "Permit"), to the Permit Holders on May 2, 1996.

In exchange for committing to the completion of a 30,428 acre preserve system that satisfies the requirements of the Permit, the Permit Holders are authorized to assign certain habitat mitigation participation rights (hereinafter referred to as "Participation Rights") to individual landowners or developers ("Participants") for a fee to be used as purchase money for completion of the preserve system. Through participation in the BCCP-Shared Vision, Participants can mitigate for direct and indirect "take" of the species covered in the Permit, in accordance with the special terms and conditions of the Permit.

AGREEMENT

This agreement is entered into this 24th day of FEB, 1998, by and between Maury Hood, individual landowner hereinafter referred to as "Participant" or "Assignee", and the Balcones Canyonlands Coordinating Committee, an entity created pursuant to Section 791.013 of the Texas Government Code, as an instrumentality of the parties to the Interlocal Cooperation Agreement between Travis County and the City of Austin implementing the Balcones Canyonlands Conservation Plan - Shared Vision, dated the 3rd day of August, 1995, acting by and through its designated representative, hereinafter referred to as "Permit Holders" or "Assignor".

For and in consideration of the mutual covenants and considerations cited herein, Permit Holders and Participant hereby agree with respect to the assignment of certain Participation Rights as provided by the Permit to be furnished or rendered by the Permit Holders to the Participant and the payment for this assignment by the Participant to the Permit Holders as set forth hereinafter.

ARTICLE I.
PROPERTY

Participant is the owner of a tract or tracts of land consisting of approximately 4.896 acres situated in Travis County, Texas, and more fully described in Exhibit "A" attached hereto ("Property").

ARTICLE II.
ASSIGNMENT OF PARTICIPATION RIGHTS

Upon payment by the Participant of the compensation as provided in ARTICLE III below, the Permit Holders agree to assign unto Participant certain Participation Rights for the exclusive use and benefit

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of the Property. These Participation Rights are assigned to the Participant for its use and benefit only with respect to the Property and in connection with the issuance of the Permit for the Balcones Canyonlands Conservation Plan ("BCCP-Shared Vision") pursuant to Section 10(a)(1)(B) of the Endangered Species Act, 16 U.S.C. § 1531 et seq. ("ESA"). The term "Participation Rights" shall mean and refer to any and all benefits, rights, credits, offsets or other privileges or entitlements which may be utilized by Participants in conjunction with the BCCP-Shared Vision Permit relating to the incidental "take", existence, dedication, conservation, maintenance or preservation of the following endangered species: black-capped vireo (*Vireo atricapillus*), golden-cheeked warbler (*Dendroica chrysoparia*), Tooth Cave pseudoscorpion (*Tartarocreagrís texana*), Tooth Cave spider (*Neoleptoneta myopica*), Tooth Cave ground beetle (*Rhadine persephone*), Kretschmarr Cave mold beetle (*Texamaurops reddelli*), Bone Cave harvestman (*Texella reyesi*), and Bee Creek Cave harvestman (*Texella redelti*), and the Species of Concern described in the Permit.

This assignment is expressly made subject to the provisions and requirements of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq.; Title 50 of the Code of Federal Regulations, including Parts 13, 17, and 21; the Permit; and the BCCP-Shared Vision as provided by the Permit and including the conditions and requirements provided in the Habitat Conservation Plan and Final Environmental Impact Statement, dated March, 1996.

ARTICLE III. COMPENSATION

For and in consideration of its assignment of these Participation Rights, the Participant shall pay to the Permit Holders the total sum of \$26,928. Payment of this sum is to be paid immediately upon execution of this Agreement by the Participant and the Permit Holders.

ARTICLE IV. ADDITIONAL RESPONSIBILITIES OF PARTICIPANT; SPECIAL TERMS

For and in consideration of the assignment of Participation Rights, the Participant agrees that it shall comply with all requirements of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq.; Title 50 of the Code of Federal Regulations, Parts 13, 17, and 21; the BCCP-Shared Vision as provided by the Permit and including the relevant requirements under the Habitat Conservation Plan and Final Environmental Impact Statement, dated March, 1996; and all terms and conditions of this agreement, specifically including those special conditions provided in Exhibit "B" and Exhibit "C", attached hereto and incorporated herein for all purposes.

Furthermore, the Participant promises and warrants to the Permit Holders that it has not petitioned nor received from the USFWS any determination of incidental take in relation to the Property, including receipt of a valid Section 9 letter indicating USFWS determination of "no effect", that it has not previously delivered to the Permit Holders.

ARTICLE V. BREACH OF PARTICIPANT

Breach of the terms of this Agreement will result in the termination by the Permit Holders of this Agreement and the Participation Rights assigned therein. Notification of breach and termination of rights shall be made by the Permit Holders to the Participant in writing at the address provided in ARTICLE XII below.

ARTICLE VI.
PARTICIPANT'S SOLE RECOURSE FOR BREACH BY THE PERMIT HOLDERS

In the event that the assignment of Participation Rights pursuant to this agreement is ineffective or deficient with respect to the Property due solely, or in part, to the actions or inactions of the Permit Holders, Participant agrees that its sole recourse shall be to sue to recover from the Balcones Canyonlands Coordinating Committee damages in an amount not to exceed the total sum provided in ARTICLE III above, upon surrender of the Participation Rights by Participant to the Permit Holders.

Notwithstanding anything to the contrary herein, the Balcones Canyonlands Coordinating Committee, the City of Austin, and Travis County shall not be responsible to, nor liable to, Participant for any damages resulting from any rules, regulations, action(s), or inaction(s) by the U.S. Department of the Interior and/or the U.S. Fish and Wildlife Service promulgated on or after the date of this assignment that would in any way impair or render ineffective, either partially or in its entirety, any or all benefits to the Participant's Property that accompany the assignment of the Participation Rights herein.

ARTICLE VII.
COVENANTS RUN WITH THE LAND; RECORDATION

Participant agrees that promises and covenants provided herein are intended to be binding upon any heirs, successors, and assigns in interest to the Property. Upon any transfer of any ownership rights to all or part of the Property, this Agreement shall not terminate as to the particular property transferred, but rather shall continue in full force and effect and shall be fully binding upon any heirs, successors, and assigns in interest to the Property, or any portion thereof. Upon execution of this agreement by Permit Holders and Participant, this agreement shall be acknowledged and recorded in the Real Property Records of Travis County.

ARTICLE VIII.
VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this Agreement shall be performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

ARTICLE IX.
ENTIRETY OF AGREEMENT AND MODIFICATION

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force of effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly approved by an authorized representative of such party. No official, representative, employee, or agent of the City of Austin, Travis County, or the Permit Holders has any authority to modify or amend this Agreement except pursuant to specific authority to do so granted by the Balcones Canyonlands Coordinating Committee.

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ARTICLE X.
NON-ASSIGNMENT OF RIGHTS

Participant shall not sell, transfer or assign all or any part of the Participation Rights to a party other than a successive owner of all or a portion of the Property, without the prior written consent of the Permit Holders, and any transfer of the Participation Rights, except to a successive owner of all or a portion of the Property, without the Permit Holders' consent shall be null and void. Furthermore, no assignment of this Agreement or of any right accruing hereunder, except an assignment to a successive owner of all or a portion of the Property, shall be made in whole or in part by Participant without the prior written consent of the Permit Holders.

ARTICLE XI.
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, where authorized pursuant to this Agreement.

ARTICLE XII.
NOTICE

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing, or registered or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

PARTICIPANT:

Maury Hood
P.O. Box 26714
Austin, TX 78755

PERMIT HOLDERS:

Honorable Margaret Moore (or her successor)
Chair of the Balcones Canyonlands Coordinating Committee
P.O. Box 1748
Austin, Texas 78767
Attn: BCCP Application #0138

with a copy to:

Jesus Olivares (or his successor)
Secretary of the Balcones Canyonlands Coordinating Committee
P.O. Box 1088
Austin, Texas 78767
Attn: BCCP Application #0138

and with additional copies to:

Honorable Ken Oden (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: BCCP Application File No. 0138

and:

City of Austin
Department of Law
P.O. Box 1088
Austin, Texas 78767

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

**ARTICLE XIII.
TERM OF AGREEMENT**

This Agreement shall terminate upon the expiration or termination of the Permit, or on May 2, 2026, whichever is sooner.

**ARTICLE XIV.
HEADINGS**

The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

**ARTICLE XV.
NUMBER AND GENDER DEFINED**

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

**ARTICLE XVI.
MULTIPLE COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall constitute a duplicate original hereof, but all of which together shall constitute one and the same instrument.

**ARTICLE XVII.
TIME OF ESSENCE**

Time is of the essence in the Agreement.

EXECUTED AS OF THE LAST DAY SET FORTH BELOW.

PERMIT HOLDERS:

By: *Terri Seegrist*
Charles Bergh
Travis County Program Manager
Balcones Canyonlands Conservation Plan

Date: 24 February 98

PARTICIPANT:

By: *Maury Hood*
Maury Hood, landowner

Printed Name: MAURY HOOD

Date: FEB 24, 1998

ACKNOWLEDGEMENTS

Participant:

This instrument was acknowledged before me by MARY HOOP on this the 24th day of February, 1998.



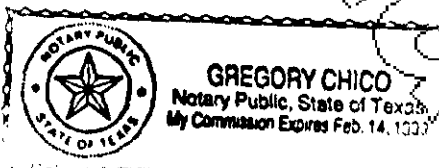
Gregory Chico
Notary Public in and for the State of Texas

GREGORY CHICO
Printed Name of Notary

My Commission Expires: 2/14/99

Permit Holders:

This instrument was acknowledged before me by TERRI SIEGENTHAL on this the 24th day of February, 1998.



Gregory Chico
Notary Public in and for the State of Texas

GREGORY CHICO
Printed Name of Notary

My Commission Expires: 2/14/99

Document

EXHIBIT "A"

Description of Land to be Benefitted by Participation Rights

4.896 acres out of Jester Point 2 Section 8 P.U.D.
at approximately 6800 Lakewood Drive

parent tract contains 13.809 acres
Tax Parcel ID#01-4218-0310

The U.S. Fish and Wildlife Service has authorized the BCCP to issue a Participation Certificate for the 4.896 acres described above (see attached USFWS letter dated 2-17-98). The 4.896 acre subdivision was approved for recording by the City of Austin Planning Commission as Jester Point 2 Section 8 P.U.D. and recorded in the Plat Records of Travis County on volume #100, page #229. The Participation Certificate covers lots 1 through 20 and Jester Wild Drive as shown on the plat map (attached map #1); also shown as the area with 4.896 acres on map #2 (attached).

Mr. Maury Hood (landowner) is in the process of obtaining, but has not yet received, individual tax parcel numbers for each of the twenty lots. Mr. Hood will provide Travis County BCCP Program Manager with the Tax Parcel numbers when these become available. Upon receiving the parcel numbers, this contract will be recorded at the Real Property Records of Travis County for each of the individual lots.



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Ecological Services Field Office
10711 Burnet Road, Suite 200
Hartland Bank Bldg.
Austin, Texas 78758

FEB 17 1998

Mr. Maury Hood
6803 Winterberry Drive
Austin, Texas 78750

RE: Jester Point 2 Section 8 P.U.D., 13.809 acres, Travis County, Texas

Dear Mr. Hood:

Per our February 12, 1998, meeting, we understand that you have subdivided and platted 13.809 acres in Jester Point 2 Section 8 P.U.D. but that the parcel numbers for the new lots will not be available to you until late this year. You stated that you wish to purchase Participation Certificates now for Lots 1-20 and Jester Wild Drive, Block A, but that the Balcones Canyonlands Preserve (BCP) cannot sell them to you without the parcel numbers. We understand that you also intend to clear a linear strip across Lot 21, the remainder of which is to be left undisturbed, to connect to an existing sewerline.

Since the lots are legally platted and would otherwise qualify for participation certificates, the Service has determined that it would be appropriate for the BCP to issue Participation Certificates for 4.896 acres of mitigation. No additional mitigation would be required for the sewer line clearing so long as the clearing is kept to a minimum and no wider than 16 ft. to avoid disrupting the canopy cover and such clearing is done before the golden-cheeked warbler breeding season, March 15 to August 1.

We sincerely appreciate your concern for the environment and endangered species as well as your willing compliance with the Endangered Species Act. If you have any further questions or concerns, please contact Sybil Vosler at 512/490-0063.

Sincerely,

William Scowell

Acting

Field Supervisor

cc: Jesus Olivares, Assistant City Manager, Austin, TX
Charles Bergh, Travis County BCP Program Manager
David Escamilla, Travis County Attorney

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EXHIBIT "B"
Additional Requirements of Participant

DEPARTMENT OF THE INTERIOR
 U.S. FISH AND WILDLIFE SERVICE



FEDERAL FISH AND WILDLIFE PERMIT

1. PERMITTEE

CITY OF AUSTIN
 P.O. BOX 1088
 AUSTIN, TEXAS 78767

TRAVIS COUNTY
 P.O. BOX 1748
 AUSTIN, TEXAS 78767

3-201
 (10/86)

2. AUTHORITY-STATUTES

16 USC 1539(a)(1)(A)

REGULATIONS (attached)

50 CFR § 13 & 17

3. NUMBER

PRT-788841

4. RENEWABLE

XXXX YES
 _____ NO

5. MAY COPY

XXXX YES
 _____ NO

6. EFFECTIVE

MAY 2, 1996

7. EXPIRES

MAY 2, 2026

**8. NAME AND TITLE OF PRINCIPAL OFFICER
 (if # 1 is a business)**

BRUCE TODD, MAYOR, CITY OF AUSTIN
 BILL ALESHIRE, COUNTY JUDGE, TRAVIS
 COUNTY

9. TYPE OF PERMIT

ENDANGERED SPECIES

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED

TRAVIS COUNTY, TEXAS OUTSIDE OF THE PRESERVES IDENTIFIED IN THE HABITAT CONSERVATION PLAN
 AND FINAL ENVIRONMENTAL IMPACT STATEMENT DATED MARCH 1996

11. CONDITIONS AND AUTHORIZATIONS:

SEE SPECIAL CONDITIONS A THROUGH P ON ATTACHED PAGES 2 THROUGH 11.

12. REPORTING REQUIREMENTS

REPORTS WILL BE PROVIDED TO THE U.S. FISH AND WILDLIFE SERVICE OFFICES APPEARING IN
 CONDITION G OF THIS PERMIT. REPORTING FORMAT AND CONTENT IS OUTLINED IN CONDITION G OF
 THIS PERMIT.

ISSUED BY:

Nancy M. Kaufman

TITLE

REGIONAL DIRECTOR, REGION 2

DATE

MAY 2, 1996

ORIGINAL

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CITY OF AUSTIN & TRAVIS COUNTY PERMIT PRT-788841

- A. If during the tenure of this permit, the amount of incidental take is exceeded, issuance of Participation Certificates must be stopped and the permittees must re-initiate consultation with the USFWS to avoid violation of section 9, Endangered Species Act.
- B. Acceptance of this permit serves as evidence that the permittees understand and agree to abide by the terms of this permit and all sections of Title 50 Code of Federal Regulations Parts 13, 17, and 21 (attached) pertinent to issued permits.
- C. The authorization granted by this permit is subject to compliance with, and implementation of, the terms and conditions of the Environmental Impact Statement/Habitat Conservation Plan, Biological opinion, and all specific conditions contained in this permit. If there are any discrepancies between the requirements in these documents, the requirements identified in the special conditions of this issued permit take precedence.
- D. Upon locating any dead, injured, or sick individuals from the list of animal species covered by this permit, or any other endangered or threatened animal species, permittees are required to contact the U.S. Fish and Wildlife Service's Law Enforcement Office, Austin, Texas (512) 490-0948, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, the permittees and their contractor(s) or subcontractor(s) have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.
- E. The validity of this permit is also conditioned upon observance of all relevant international, state, local, or other Federal law.
- F. The permittees are authorized to "take" (kill, harm, or harass) the following federally-listed endangered species:

SCIENTIFIC NAME

COMMON NAME

<i>Vireo atricapillus</i>	Black-capped vireo
<i>Dendroica chrysoparia</i>	Golden-cheeked warbler
<i>Tartarocreagris texana</i>	Tooth Cave pseudoscorpion
<i>Neoleptoneta myopica</i>	Tooth Cave spider
<i>Texella reddelli</i>	Bee Creek Cave harvestman
<i>Texella reyesi</i>	Bone Cave harvestman
<i>Rhadine persephone</i>	Tooth Cave ground beetle
<i>Texanaeurops reddelli</i>	Kretschmarr Cave mold beetle

Additionally, the permittees would be covered for incidental take of the following species of concern if these species become listed during the life of the permit and the mitigation measures identified in this permit are being performed.

<i>Philadelphus ernestii</i>	Canyon Mock-orange
<i>Croton alabamensis</i>	Texabama croton
<i>Sphalloplana mohfi</i>	Flatworm
<i>Candona</i> sp. nr. <i>stagnalis</i>	Ostracod
<i>Caecidotea reddelli</i>	Isopod
Trichoniscinae N. S.	Isopod
<i>Miktoniscus</i> N. S.	Isopod
<i>Cicurina wartoni</i>	Spider
<i>C. ellioti</i>	Spider
<i>C. bandida</i>	Spider
<i>C. reddelli</i>	Spider
<i>C. reyesi</i>	Spider
<i>C. cueva</i>	Spider
<i>C. travisae</i>	Spider
<i>Neoleptoneta cocinna</i>	Spider
<i>Neoleptoneta devia</i>	Spider
<i>Eidmannella reclusa</i>	Spider
<i>Aphrastochthonius</i> N. S.	Pseudoscorpion
<i>Tartarocreagris reddelli</i>	Pseudoscorpion
<i>T. intermedia</i>	Pseudoscorpion
<i>T. N. S. 3</i>	Pseudoscorpion
<i>Texella spinoperca</i>	Harvestman
<i>T. comanche</i>	New Comanche Trail Cave harvestman
<i>Speodesmus</i> N. S.	Millepede
<i>Rhadine s. subterranea</i>	Ground beetle
<i>R. s. mitchelli</i>	Ground beetle
<i>R. austinica</i>	Ground beetle

G. An annual report, due June 1 of each year beginning in 1997, is to be provided to the Austin Ecological Services Field Office. This report is to include:

1. a list of all development activities west of the MOPAC Railroad that were permitted by the Permit Holders in the previous 12 months,
2. a list of all tracts for which Participation Certificates were purchased,
3. amount of funds collected for land acquisition,
4. amount of funds expended for land acquisition,
5. amount of funds expended for operations and maintenance.
6. an updated map of the lands dedicated to preserve management,
7. a list of public use and habitat management activities that have been undertaken or completed within the bounds of the preserve units, including the status of land management plans undertaken by the permit holders and managing partners, and
8. a copy of all research or investigation reports that have been prepared within the previous 12 months.

In addition to the above annual requirements, the Permit Holders must provide quarterly updates for the tracts for which Participation Certificates were purchased that include the following information:

1. a general map of each tract location and
 2. a tract boundary map that identifies the areas for which the Participation Certificate applies. If a location and/or tract map is not provided to the Permit Holder during the normal permitting process, a street address will meet this requirement.
- H. A copy of a recorded Participation Certificate provided by the Permit Holders must be posted at the property site from the time vegetation clearing begins until the construction is completed. For residential development, completed construction is when all roads and utilities are completed to the extent that they meet the applicable acceptance criteria of the City of Austin or Travis County. For commercial, industrial and multi-family developments completed construction is when buildings are suitable for occupancy.

- I. The funds collected and expended for this Permit and compliance with the financial requirements of the Permit shall be evaluated by financial audits conducted after the sale of Participation Certificates covering 3,000 fee-paid acres or every five years, whichever comes sooner, until permit expiration. Such audits will be coordinated between the USFWS and the Coordinating Committee. This audit may be part of the permittees audit processes as required by State law and shall not be more frequent than every two years.
- J. The funds collected under this Permit will be expended for land or easement acquisition and other preserve system needs in accordance with the following criteria:
1. tracts considered for acquisition will be within or contiguous to the boundaries of the preserve units identified in the issued Permit;
 2. expenditure priority should be in the following decreasing order: Bull Creek, Cypress Creek, South Lake Austin, and North Lake Austin; and
 3. dispensing of funds from the BCCP Fund account should be accomplished as soon as there are adequate funds to complete a transaction or implement a strategy for acquisition, taking into account opportunity, preserve priority and development threat.
- K. The Permit Holders will administer the issuance of the Participation Certificates.
- L. Incidental take that may result from the implementation of land management activities within the boundaries of a preserve and contained in a management plan approved by the Coordinating Committee, are covered and authorized under this Permit.
- M. Incidental take that may result from the implementation of utility and infrastructure corridor projects approved by the Secretary of the Coordinating Committee and within one of the BCCP-Shared vision approved utility and infrastructure corridors, as provided in the final EIS/HCP, Appendix B, is covered and authorized under this Permit.
- N. Incidental take of the Barton Springs salamander is not covered by this Permit. Entities who purchase Participation Certificates for activities within the Travis County portion of the Barton Springs watershed should obtain guidance with respect to avoiding the impacts of their activities on water quality as they relate to the Barton Springs salamander.

O. The incidental take authorization of this permit does not apply to the "take" of any endangered or threatened species outside of the boundary of the permit as identified in the EIS/HCP dated March 1996 or any modifications/amendments to that boundary.

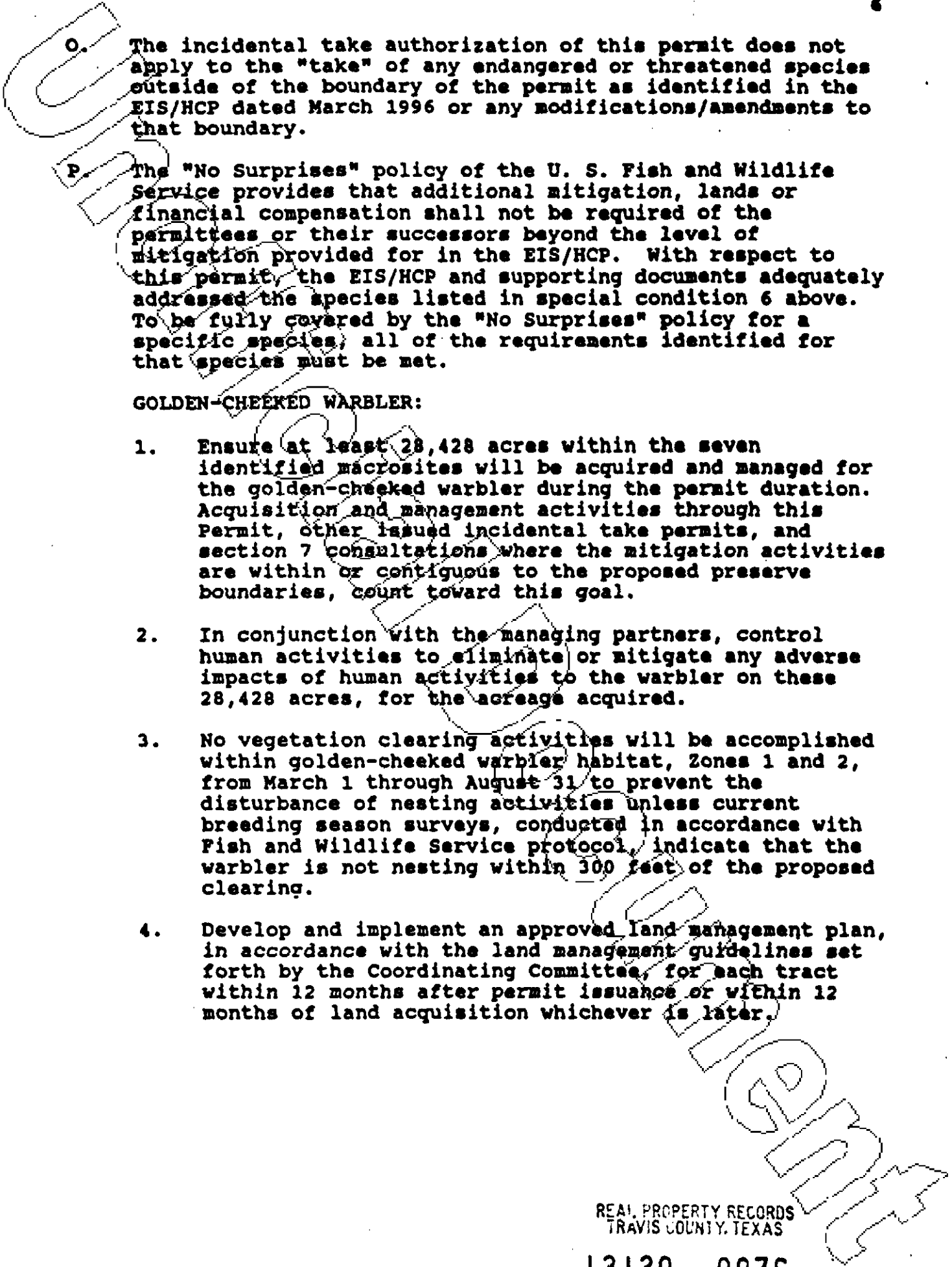
P. The "No Surprises" policy of the U. S. Fish and Wildlife Service provides that additional mitigation, lands or financial compensation shall not be required of the permittees or their successors beyond the level of mitigation provided for in the EIS/HCP. With respect to this permit, the EIS/HCP and supporting documents adequately addressed the species listed in special condition 6 above. To be fully covered by the "No Surprises" policy for a specific species, all of the requirements identified for that species must be met.

GOLDEN-CHEEKED WARBLER:

1. Ensure at least 28,428 acres within the seven identified macrosites will be acquired and managed for the golden-cheeked warbler during the permit duration. Acquisition and management activities through this Permit, other issued incidental take permits, and section 7 consultations where the mitigation activities are within or contiguous to the proposed preserve boundaries, count toward this goal.
2. In conjunction with the managing partners, control human activities to eliminate or mitigate any adverse impacts of human activities to the warbler on these 28,428 acres, for the acreage acquired.
3. No vegetation clearing activities will be accomplished within golden-cheeked warbler habitat, Zones 1 and 2, from March 1 through August 31 to prevent the disturbance of nesting activities unless current breeding season surveys, conducted in accordance with Fish and Wildlife Service protocol, indicate that the warbler is not nesting within 300 feet of the proposed clearing.
4. Develop and implement an approved land management plan, in accordance with the land management guidelines set forth by the Coordinating Committee, for each tract within 12 months after permit issuance or within 12 months of land acquisition whichever is later.

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BLACK-CAPPED VIREO

1. Ensure at least 2,000 acres within the seven identified macrosites will be acquired and managed for the black-capped vireo during the permit duration. Acquisition and management activities through this Permit, other issued incidental take permits, and section 7 consultations where the mitigation activities are within or contiguous to the proposed preserve boundaries, count toward this goal.
2. In conjunction with the managing partners, control human activities to eliminate or mitigate any adverse impacts of human activities to the vireo on these 2,000 acres, for the acreage acquired.
3. No vegetation clearing activities will be accomplished within black-capped vireo habitat between March 1 and August 31 to prevent the destruction of an active nest unless current breeding season surveys, conducted in accordance with Fish and Wildlife Service protocol, indicate that the vireo is not nesting within 300 feet of the proposed clearing.
4. Develop and implement an approved land management plan, in accordance with the land management guidelines set forth by the Coordinating Committee, for each tract within 12 months after permit issuance or within 12 months of land acquisition whichever is later.

LISTED KARST INVERTEBRATES

1. Acquire and manage, or implement formal management agreements, as provided in subsection (4) below, adequate to preserve the environmental integrity of the following 35 caves that support federally-listed karst invertebrates:

- | | |
|--------------------|-------------------------|
| Amber Cave | Kretschmarr Double Pit |
| Bandit Cave | Kretschmarr Cave |
| Beard Ranch Cave | Lamm Cave |
| Bee Creek Cave | Little Bee Creek Cave |
| Broken Arrow Cave | M.W.A. Cave |
| Cave Y | McDonald Cave |
| Cold Cave | McNeil Bat Cave |
| Cotterell Cave | New Comanche Trail Cave |
| Disbelievers Cave | No Rent Cave |
| Eluvial Cave | North Root Cave |
| Fossil Cave | Rolling Rock Cave |
| Fossil Garden Cave | Root Cave |
| Gallifer Cave | Spider Cave |
| Hole-In-The-Road | Stovepipe Cave |

Japygid Cave
Jest John Cave
Jester Estates Cave
Jollyville Plateau Cave

Tardus Hole
Tooth Cave
Waldon Cave

2. If during investigations for development of a tract, karst features are discovered with a significant diversity of troglobitic fauna, those karst features may be submitted to the USFWS for consideration for exchange with karst features identified for protection by the BCCP. The determination of "significant diversity" will be made by the permit applicants and the USFWS, in association with karst experts. The inclusion of such a karst feature would not increase the number of caves to be protected by the BCCP, but would result in the new feature replacing a previously identified cave or caves.
3. Where the surface and subsurface hydrogeologic area around a cave identified for protection is not known, the area delineated by the contour level at the bottom of the cave will be managed for cave protection. In the absence of such site specific information, no Participation Certificates are to be awarded within 0.25 miles of the cave entrance until the hydrogeologic areas are properly delineated.
4. Enter into formal management agreement(s) for all caves that are recommended for protection but have yet to be acquired. The management agreement(s) will detail the area to be managed for cave protection, what such management will entail, and who is responsible for the management.

KARST SPECIES OF CONCERN

1. Acquire and manage, or implement formal management agreements, as provided in subsection (4) below, adequate to preserve the environmental integrity of the following 27 caves, in addition to the caves protected for the federally-listed species, that support the karst species of concern:

Adobe Springs Cave
Airman's Cave
Armadillo Ranch Sink
Arrow Cave
Blowing Sink
Buda Boulder Spring
Cave X
Ceiling Slot Cave
District Park Cave

Jack's Joint
Lost Oasis Cave
Lost Gold Cave
Maple Run Cave
Midnight Cave
Moss Pit
Pennie Cave
Pickle Pit
Pipeline Cave

Flint Ridge Cave
 Get Down Cave
 Goat Cave
 Ireland's Cave
 Whirlpool Cave

Slaughter Creek Cave
 Spanish Wells Cave
 Stark's North Mine
 Talus Spring

The caves in which the karst species of concern occur are listed below. To receive the "no surprises" guarantee for the identified species, the caves identified must be protected, as per "1" above.

SPECIES

Sphalloplana mohri
Candona sp. nr. *stagnalis*
Caecidotea reddelli

Trichoniscinae N. S.
Miktoniscus N. S.
Cicurina wantoni
C. ellioti

C. bandida
C. reddelli
C. reyesi
C. cueva
C. travisae

Neoleptoneta cocinna
N. devia
Eidmannella reclusa

Aphrastochthonius N. S.
Tartarocreagris reddelli
T. intermedia
T. N. S. 3
Texella spinoperca
T. comanche
Speodesmus N. S.

Rhadine s. subterranea

R. s. mitchelli

CAVE

Spanish Wells Cave
 Cave X
 Buda Boulder Cave, Cave X,
 Jack's Joint
 Bandit Cave
 Cave X
 Pickle Pit
 Cotterell Cave, Fossil Garden
 Cave, Gallifer Cave, No Rent
 Cave, Weldon Cave
 Bandit Cave, Ireland's Cave
 Cotterell Cave
 Airman's Cave
 Cave X, Flint Ridge Cave
 Amber Cave, Broken Arrow Cave,
 Kretschmarr Cave, McDonald
 Cave, Root Cave, Spider Cave,
 Stovepipe Cave, Tooth Cave
 Lost Gold & Stark's North Cave
 McDonald Cave
 Tooth Cave, Gallifer Cave,
 Kretschmarr Cave, Stovepipe
 Cave
 Stovepipe Cave
 McDonald Cave
 Airman's Cave
 BCNR
 Airman's Cave
 New Comanche Trail Cave
 Bandit Cave, Cave X, Get Down
 Cave, Goat Cave, Pennie Cave,
 Pipeline Cave, Slaughter Creek
 Cave, Whirlpool Cave
 Cotterell, Fossil, Fossil
 Garden, No Rent, McNeil Bat, &
 Weldon Cave
 Amber, Kretschmarr, & Tooth
 Cave

R. austinica

Airman's, Arrow, Bandit, Bee Creek, Blowing Sink, Cave Y, Cave X, District Park, Flint Ridge, Get Down, Ireland's, Lost Gold, Lost Oasis, Maple Run, Midnight, Pennie, & Whirlpool

2. If during investigations for development of a tract, karst features are discovered with a significant diversity of troglobitic fauna, those karst features may be submitted to the USFWS for consideration for exchange with karst features identified for protection by the BCCP. The determination of "significant diversity" will be made by the permit applicants and the USFWS, in association with karst experts. The inclusion of such a karst feature would not increase the number of caves to be protected by the BCCP, but would result in the new feature replacing a previously identified cave or caves.
3. Where the surface and subsurface hydrogeologic area around a cave identified for protection is not known, the area delineated by the contour level at the bottom of the cave will be managed for cave protection. In the absence of such site specific information, no Participation Certificates are to be awarded within 0.25 miles of the cave entrance until the hydrogeologic areas are properly delineated.
4. Enter into formal management agreement(s) for all caves that are recommended for protection but have yet to be acquired. The management agreement(s) will detail the area to be managed for cave protection, what such management will entail, and who is responsible for the management.

CANYON MOCK-ORANGE

Protect and manage the portions of the known populations found within the preserve boundaries, for the acreage acquired.

TEXABAMA CROTON

Protect and manage the populations at Pace Bend Park.

EXHIBIT "C"

Single Family Lot Special Provisions Certificate: Special Terms and Conditions

None apply.

Unofficial Document

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13130 0081

Balcones Canyonlands Conservation Plan

PARTICIPATION CERTIFICATE

The following tract, 4.896 acres out of Jester Point Section 8 P.U.D. (out of 13,809 tract: Tax Parcel ID#01-4218-0310), has been applied with requirements of the federal Endangered Species Act (16 U.S.C. §1531 et seq.) through the regional 10(a) permit issued by the U.S. Fish and Wildlife Service to the City of Austin and Travis County (permit number PRT-788841), issued on May 2, 1996, also known as the Balcones Canyonlands Conservation Plan. The bearer of this certificate, Maury Hood (application #0138) paid an assessment of \$26,928.00 to the Permit Holders, on the 24th day of February, 1998, based on the following habitat area determination from the June 1996 habitat map:

- 4.896 acres of golden-cheeked warbler habitat (zone 1) @ \$5500 per acre _____ acres of karst habitat @ \$55 per acre
- _____ acres of golden-cheeked warbler habitat (zone 2) @ \$2750 per acre _____ Single Family / Small Landowner
- _____ acres of black-capped vireo habitat @ \$5500 per acre _____ Agricultural Building Construction

The bearer of this certificate entered into a Participation Contract with the Permit Holders on the 24th day of February, 1998. This contract is recorded in the Real Property Records of Travis County on volume # 12332 page # 12, and the covenants therein run with the land. Participation in the Balcones Canyonlands Conservation Plan is subject to the terms and conditions of the Participation Contract.

Issued by: Terril Siegenthaler Date: 24 February 98

Terril Siegenthaler, Acting Travis County Program Manager
 Balcones Canyonlands Conservation Plan

Balcones Canyonlands Conservation Plan

This Participation Certificate or a facsimile must be posted at the property site of the participating tract from the time vegetation clearing begins until the construction is completed. For more information about the certificate, contract or the permit, contact: Travis County Transportation and Natural Resources Department at (512) 473-9383, or the U.S. Fish and Wildlife Service, Ecological Services Field Office at (512) 490-0063.

For information about the participating tract contact: Maury Hood 512/454-8618
 P.O. Box 26714, Austin, Texas 78755



FILED

98 MAR -2 AM 9: 32

**DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS**

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and
was duly RECORDED in the Volume and Page of the
named RECORDS of Travis County, Texas, on



MAR 2 1998

**COUNTY CLERK
TRAVIS COUNTY, TEXAS**

Please call today with volume + page.

Rose 473-9383
Farmer

Please return to:

Rose Farmer
Travis County - TNR
E.O.B. - 10th Floor
411 W. 13th St.
Austin, Tx. 78701

RECEIVED ADDRESS TRAVIS: A7707 DEPT: COUNTY NO CHRG \$0.00
CHARGE: BOUND FILE DATE: 3/2/98 TRAVIS DATE: 3/2/98
PAID BY: CASH

**REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS**

3005 08181

13130 0083