

**BALCONES CANYONLANDS PRESERVE
LAND MANAGEMENT PLAN**

TIER II B

**BALCONES CANYONLANDS PRESERVE
PLAN ADMINISTRATION**



August 2007

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1.0 INTRODUCTION

This document outlines the organization and relationship among Balcones Canyonlands Preserve (BCP) land managers, and describes how they cooperate to fulfill their responsibilities under the terms of the regional Balcones Canyonlands Conservation Plan (BCCP) permit and applicable interlocal agreements.

This document was created as a flexible, stand-alone component of the Land Management Plan so that future changes in organizational status by preserve partners need not be incorporated into the Tier III plan for each individual tract. Changing policies and agreements that impact preserve management will be found in this source document.

2.0 PRESERVE MANAGEMENT ENTITIES

2.1 Travis County

The Natural Resources and Environmental Quality Program (NREQ) of the Transportation and Natural Resources Department is responsible for management of Travis County's BCP lands. Travis County park lands dedicated to the BCP are managed in cooperation with the Travis County Parks Program. Travis County also owns Wild Basin Wilderness Preserve, which is managed under contract by the non-profit Committee for Wild Basin Wilderness. The Travis County Natural Resources and Environmental Quality Program strives to manage Travis County's BCP tracts to the terms and conditions of the BCCP permit within staffing and budget constraints.

Travis County relies upon the Natural Resource and Environmental Quality Program's professional land management staff and County Park staff to provide operations, management, and law enforcement for BCP tracts. NREQ staff and Parks administrative staff offices are located on the third floor of the Travis County offices at 10th and Lavaca in downtown Austin, Texas (1010 Lavaca, Austin, TX. 78701). Funding for operations and management is budgeted annually through the Travis County Commissioners Court. Funds for operation and management of some preserve units managed under conservation easements, management agreements, or acquired fee simple from private landowners are negotiated as a condition of acceptance of management obligations.

Wild Basin staff operates at the onsite Wild Basin Preserve administration building, and is responsible for generating operations and management funds beyond the limited financial support provided by Travis County Commissioner's Court.

2.2 City of Austin

On April 1 2002 Austin City Council transferred management of most of its preserve lands from the Natural Resources Division of the Parks and Recreation Department to the Wildlands Conservation Division of the Austin Water Utility. However, operations on seven tracts are still managed by the Parks and Recreation Department Operations Division (particularly City parklands “grandfathered” into the BCP), while City BCP staff in the Wildlands Conservation Division is responsible for management of protected species, habitat and other BCCP permit responsibilities on these tracts. Austin Water Utility Water Treatment Division manages operations on two additional BCP tracts that are associated with water treatment plant sites, City BCP staff in the Wildlands Conservation Division is also responsible for management of habitat for protected species and other BCCP permit responsibilities on these two tracts as well. City management and staff collectively refer to these nine tracts as dual-purpose lands.

The City currently has 31 individual tracts of land dedicated to the BCP totaling X acres. In the Tier III individual site plans, some of these properties have been combined for management efficiency to yield 16 separate City of Austin BCP units.

Original funding for the City’s BCP land management activities was provided from drainage fee revenues (2% of the annual fee collections) and was aimed at activities that improve overall watershed water quality. As part of the resolution that transferred the City BCP program from Parks to Austin Water Utility, City Council directed that drainage fee funding be phased out over a period of five years and replaced with funding through water utility revenues. Beginning in 2007 the City’s BCP management, including habitat protection and permit compliance on dual-purpose lands, will be entirely funded through water utility revenues.

In 2002 the Strategic Plan for the City BCP program was revised. The mission of the Wildlands Conservation Division is to support the City BCP program and the Water Quality Protection Lands program in a manner that conserves and enhances the City of Austin’s natural heritage that ultimately improves the environment and quality of life for all central Texans. The Division’s objective regarding the City BCP program is “the acquisition and improvement of land to protect water quality, conserve endangered species and provide open

space for passive public use....” The revised Strategic Plan identifies four goals. These goals in order of priority are to:

1. Manage the BCP in a manner that protects and enhances the regional BCCP Endangered Species Act, section 10(a)1(B) permit.
2. Provide outreach through education and research to enhance the understanding of the BCCP permit and it’s goal to internal and external customers
3. Manage City assets in a fiscally responsible manner
4. Manage the BCP to protect and enhance habitats for listed species, species of concern, and to preserve the natural heritage of the Austin area

Ten BCP staff positions were transferred from the City Parks and Recreation Department to the Wildlands Conservation Division. These positions are dedicated to City BCP management. Additionally three staff positions for the Division’s Water Quality Protection Lands (WQPL) program have collateral duties supporting the BCP. Similarly, BCP staff support WQPL. This shift was directed by City Council to assure that the land management staff within the Division effectively and efficiently dedicates resources to assure sound management of all land and programs managed by the City.

All Wildlands Conservation Division staff including City BCP staff is located at the Bethany House and Annex on Reicher Ranch, (3635 Ranch Road 620 South, Austin, TX. 78734). They may be contacted by calling 512-292-6433.

2.3 Lower Colorado River Authority (LCRA)

The management plans for LCRA staff and/or its representatives are implemented on LCRA-owned properties dedicated to the BCP. The 1934 Act that created the LCRA as a conservation and reclamation district specifically charged the organization with the responsibility to “... develop and manage parks, recreational facilities, and natural science laboratories, to promote the preservation of fish and wildlife within the boundaries of the district.” LCRA’s affiliation with the BCP is established within a Managing Partner Agreement between the LCRA and the Balcones Canyonlands Coordinating Committee, which was signed in February 1996.

It is LCRA’s mission to provide reliable, low-cost utility and public services in partnership with their customers and communities and to use their leadership role and environmental authority to ensure the protection and constructive use of the area’s natural resources.

Management and maintenance of all LCRA preserves are the responsibility of LCRA's Department of Parks and Conservation Services (PCS). Full-time staff within this department includes natural resource managers, biologists, watershed planners, and park maintenance crews. Other LCRA employees assist PCS staff as needed, including LCRA Rangers who regularly patrol preserve properties. Annual funding for management activities is allocated for the Parks Division of PCS, and is based on the LCRA fiscal year (July 1-June 30).

One of LCRA's preserve properties, Westcave Preserve, is leased to and managed by the Westcave Preserve Corporation. The term of the lease is 99 years and will expire in 2082. Mr. John Ahrns is the principal site manager for Westcave Preserve Corporation and lives on the Westcave preserve property. LCRA personnel assist with limited management activities as requested by the site manager or specified in the lease. Revenue sources for Westcave Preserve Corp. include fees for guided tours, grants, donations, and a proposed endowment for future operation expenses.

2.4 The Nature Conservancy of Texas

The BCP tracts owned and managed by The Nature Conservancy of Texas are mitigation lands obtained from private interests under the terms of individual Section 7 or 10(a)1(B) permits issued from U.S. Fish and Wildlife Service (USFWS). The Nature Conservancy has dedicated the Barton Creek Habitat Preserve (Uplands/Sweetwater tracts) and the Lehman tract to the BCP; together these tracts total 4244 acres. The Barton Creek Habitat Preserve has onsite staff that manages The Nature Conservancy lands.

2.5 Travis Audubon Society (TAS)

Travis Audubon Society (TAS) is a private, member-owned 501(c)(3) nonprofit corporation dedicated to environmental issues with emphasis on bird conservation. Participation in the BCP and property management at the 680-acre TAS Sanctuary will be administered by the Travis Audubon Society, Inc., its officers, board members, and the TAS Sanctuary Committee, with the advice and consent of its membership. TAS is a chapter of the National Audubon Society, whose mission statement is as follows:

The mission of the National Audubon Society is to conserve and restore natural ecosystems, focusing on birds and other wildlife for the benefit of humanity and the earth's biological diversity.

TAS's managing authority derives from free and clear ownership of the entire 680-acre Sanctuary. The Sanctuary is managed as wildlife preserve with emphasis on conservation of the endangered golden-cheeked warbler. The Sanctuary Committee, chaired by John Wilcox, who is also the Sanctuary Steward, consists of several members of TAS who make management decisions. TAS has finalized a formal Managing Partner Agreement with the Balcones Canyonlands Coordinating Committee however; the Sanctuary voluntarily participates as a component and Partner of the BCP.

The Sanctuary staff consists of one on-site steward, whose responsibilities include the following:

1. To maintain a regular presence on the Sanctuary property.
2. To perform routine maintenance on the property, including mowing, watering, and trash pickup.
3. To make minor repairs to buildings and property as needed.
4. To keep the property secure.
5. To greet visitors to the property on behalf of TAS and serve as a liaison with the general public.
6. To notify TAS of any need for major repairs to the buildings and grounds.
7. To attend the TAS Sanctuary Committee and Board of Directors meetings when necessary, and to keep the Sanctuary Committee informed of conditions on the property.
8. To write monthly articles for the TAS's newsletter, Smoke Signal.
9. To implement the management program that includes but is not limited to:
 - supervision of White-tailed Deer leases;
 - management of the brown-headed cowbird trapping program;
 - supervision of the annual golden-cheeked warbler survey;
 - control of feral animals;
 - restoration of Sanctuary habitat; and
 - control of non-native plant species.
10. To keep records pertaining to the Sanctuary including finances (expenses and petty cash accounts), deer lease records, bird and plant lists, photos, guest register, etc.

Funding for Sanctuary management is derived in part from deer lease fees, donations and a permanent endowment fund that has been established by TAS. The annual budget covers insurance, utilities; operation and maintenance of Sanctuary facilities and equipment,

management plan expenses and improvement expenses, but excludes non-recurring capital improvements.

2.6 Private Mitigation Managers

The BCP includes mitigation lands held and managed by private sector developers, municipal utility districts, and other entities. These lands are managed under the terms and conditions prescribed by their individual USFWS Section 7 or 10(a)1(B) permits. These entities are responsible directly to USFWS for management practices on these mitigation tracts.

The following entities currently manage mitigation lands within the BCP:

- Baldwin Development
- Beard Family Partnership
- Canyon Ridge Development
- City of Cedar Park
- City of Lakeway
- Comanche Canyon Ranch Development
- First River Place Municipal Utility District River Place Development
- Foreststar Development/Leander Independent School district
- Grason Volente Investments Limited
- Grey Mountain, Ltd. Coldwater Canyon Development
- Northwest Travis County Municipal Utility District #1 Canyon Creek Development
- Schlumberger Corporation Development
- Southwest Travis County Municipal Utility District #5 Lake Pointe Development
- Thomas Properties Four Points Development

These mitigation lands are managed under the terms of individual 10(a)1(B) permits and landowners responsible for these tracts are required to report their management plans and activities directly to the USFWS. Land management plans for these tracts vary with the terms and conditions of their individual mitigation agreements with the USFWS, and will therefore not be included in this document.

Because BCP tracts may be impacted by management practices on adjacent private mitigation lands, BCP Partners are urged to work cooperatively with private mitigation managers. Land managers are encouraged to become familiar with the activities of neighboring landowners, and work to coordinate efforts when implementing regional-scale management practices.

2.7 Private Karst Feature Owners

39 of the 62 karst features identified for protections under the BCCP are located on private property. While some of these tracts are protected under USFWS individual 10(a)(1)(B) permits, many are located on private property outside of preserve acquisition areas. Travis County and the City of Austin will continue to offer negotiated management agreements to landowners that ensure protection for listed features and compliance with the regional permit. These management agreements ensure future protection for both the landowners and the permit holders under the USFWS “No Surprises” policy. The permit holders continue outreach efforts to secure protection for identified BCCP karst features. Additional information concerning karst protection is found in Tier II-A, Chapter 9 Karst Species Management.

3.0 INTERAGENCY COOPERATION AND AGREEMENTS

The BCP consists of tracts owned and managed by multiple public and private entities as well as by private landowners. Each party’s roles and responsibilities with respect to acquiring, administering and managing preserve lands have been spelled out in separate agreements. The City of Austin and Travis County entered into an Interlocal Cooperation Agreement in 1995 prior to the submittal of the joint permit application and the development of supporting documentation. The executed Interlocal Cooperation Agreement and Shared Vision documents are included as Appendix A of this document. Additionally, LCRA negotiated a managing partner agreement that defines the agency’s roles and responsibilities to the permit holders and to the USFWS. The LCRA Managing Partner Agreement is also included as Appendix B.

3.1 BCP Policy and Administrative Organization

3.1.1 Coordinating Committee

The Interlocal Cooperation Agreement between the City of Austin and Travis County, executed on August 3, 1995, established the Balcones Canyonlands Coordinating Committee. This Committee oversees the policies and administration of the BCCP and acquisition and management of the BCP system. The Coordinating Committee is composed of a voting representative from Austin’s City Council, a voting representative from Travis County Commissioners Court, and a non-voting representative from the U.S. Fish and Wildlife Service (usually the Supervisor of the Austin Ecological Services office). The voting representatives serve one-year terms with reappointment possible by the permit holders’ respective governing bodies. The position of Coordinating Committee Chair may rotate annually between the voting members at their discretion.

The Coordinating Committee meets regularly at least once per quarter, though special called meetings dealing with defined business topics may be called at any time. A quorum at Coordinating Committee meetings is two voting members. A majority (i.e. unanimous) vote is required to enact Coordinating Committee motions. Meetings are subject to the rules and notice requirements of the Texas Open Meetings Act. Public posting notices with agendas are provided on Time-Warner Cable Travis County Television Channel 17, Time-Warner Cable City of Austin Television Channel 6, as well as at Austin City Hall and the Travis County Courthouse at least three days prior to a regular or special meeting.

The principal duties of the Coordinating Committee defined in the Interlocal Cooperation Agreement are as follows:

- Make recommendations to the parties regarding proposed amendments to the BCCP and/or the Permit.
- Make recommendations to the parties regarding the annual budget, in accordance with Section 3.2 of the Interlocal Cooperation Agreement.
- Provide policy oversight and coordination for implementing the BCCP-Shared Vision.
- Establish advisory groups as appropriate to implement the BCCP-Shared Vision.
- Assist the parties in recommending alternative funding sources.
- Approve contractual agreements with governmental or non-profit entities that wish to participate in the BCCP-Shared Vision as managing partners.
- Approve contractual agreements with USFWS or others for the issuance and redemption of participation certificates.
- Assist the parties in assessing biological quality and preserve value of lands for acquisition of property rights.
- Develop and administer guidelines for the management of all the lands in the BCCP-Shared Vision preserve system to ensure protection of the species of concern, pursuant to Section 5.2 of the Interlocal Cooperation Agreement.
- Review and evaluate on an ongoing basis the effectiveness of the BCCP-Shared Vision's adopted policies and their implementation to assure that the conditions of the regional permit are being met.
- Educate the public about the species of concern and the importance of carrying out the BCCP-Shared Vision.
- Make recommendations to the respective governing bodies regarding actions necessary to implement the BCCP-Shared Vision.

3.1.2 Coordinating Committee Secretary

The Interlocal Cooperation Agreement between the City of Austin and Travis County establishes the position of Coordinating Committee Secretary. The Coordinating Committee appoints a Secretary from City or County staff who provides administrative services for the Committee for a term of two years. This position may also be rotated between the City and the County at the discretion of the Coordinating Committee. The Secretary serves as the chief administrative officer for the Coordinating Committee, and the principal duties of this position may include, but are not limited to, the following:

- Assuring that participation certificate sales proceed in accordance with established policies and comply with the BCCP permit;
- oversight of the BCCP mitigation credit bank;
- review and oversight of the Infrastructure mitigation process;
- recommending policy and plan amendments;
- recommending actions pertaining to land management compliance;
- developing administrative guidelines and reporting to the Coordinating Committee; and
- submitting the BCCP Annual Report to USFWS.

The Secretary receives information on all land transactions and provides recommendations to the permit holders to ensure the integrity of the preserve system and its completion. The Secretary receives annual land management reports from each party and prepares a comprehensive annual report to be submitted to the USFWS by January 31st each year (see section 3.2, Regulatory Requirements, below). The Secretary reviews and verifies that individual tract land management plans (i.e. Tier III plans) submitted by preserve partners comply with USFWS approved land management guidelines and the terms and conditions of the permit. This includes modifications to existing plans prior to each five-year Land Management Plan update as well as plans for each new acquisition.

The Secretary identifies, prioritizes, reviews, and authorizes research proposals on species protected by the BCCP on preserve lands . . .

The Secretary is responsible for reviewing infrastructure projects within habitat areas covered by the permit and other projects that lie within existing or planned infrastructure corridors. The Secretary evaluates maintenance and construction requests within designated corridors, and authorizes mitigation for projects Partner entities (City, County, and LCRA) from their respective mitigation bank balances. This authority is specified in the Infrastructure Planning Agreement between USFWS and area utility/infrastructure developers signed in 1993 and included in the regional BCCP permit.

The Secretary monitors new preserve acquisitions, preserve additions through the land in lieu of fee administrative process, and the provision of easements. The Secretary also works with private landowners to develop karst management agreements to ensure that designated BCP caves are protected from degradation or loss.

3.2 Regulatory Requirements

The BCCP is a regional habitat conservation plan for western Travis County designed to conserve several endangered species, including the golden-cheeked warbler, black-capped vireo, and karst invertebrates found in this area. All management actions will comply with the terms and conditions of the USFWS regional section 10(a)1(B) permit for the BCCP, the Endangered Species Act (ESA) of 1973 and subsequent amendments on all tracts designated as part of the BCP (excluding those owned by private mitigation interests and managed under a separate permit). Compliance is required regardless of the presence or absence of endangered species.

The authorization granted by the BCCP 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 USFWS Endangered Species Permit PRT-788841 (regional BCCP permit). Compliance with federal endangered species regulation through the habitat conservation plan process brings about compliance with all relevant sections of the Texas Parks and Wildlife Code, its Amendments and Rules adopted by the Parks and Wildlife Commission in the Texas Administrative Code.

Governmental entities that own or manage BCP lands may extend local rules, regulations, and ordinances to these properties as well. For example, the amended Rules and Regulations for COA Parks and other relevant local governmental policies also govern City of Austin lands. BCP lands owned by Travis County and the LCRA are covered by rules and regulations for parks, preserves and natural lands for those respective entities. For specific requirements, see the BCCP Final Environmental Impact Statement and the regional BCCP permit.

3.2.1 Annual Reports

The Interlocal and Managing Partner Agreements specify that preserve managers are required to submit an annual report of BCP activities for their properties to the Coordinating Committee Secretary at least 30 days prior to the BCCP permit anniversary date (May 2). The Secretary subsequently petitioned the USFWS to allow reporting based on the October 1-

September 30 fiscal year traditionally used by the permit holders. Since 1999, the Secretary has been charged with preparing a comprehensive annual report for submittal to USFWS through the Austin Ecological Services Field Office by January 30 of each year. The contents of the annual report are specified within the special conditions of the regional BCCP permit and include:

1. A list of all development activity within the BCCP permit area (lands west of the Mopac Railroad, see Figure 1 below) 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 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.

Land managers that have information relative to the requirements of the permit shall provide this information to the Secretary no later than 30 days before the annual report is due (i.e. December 30).

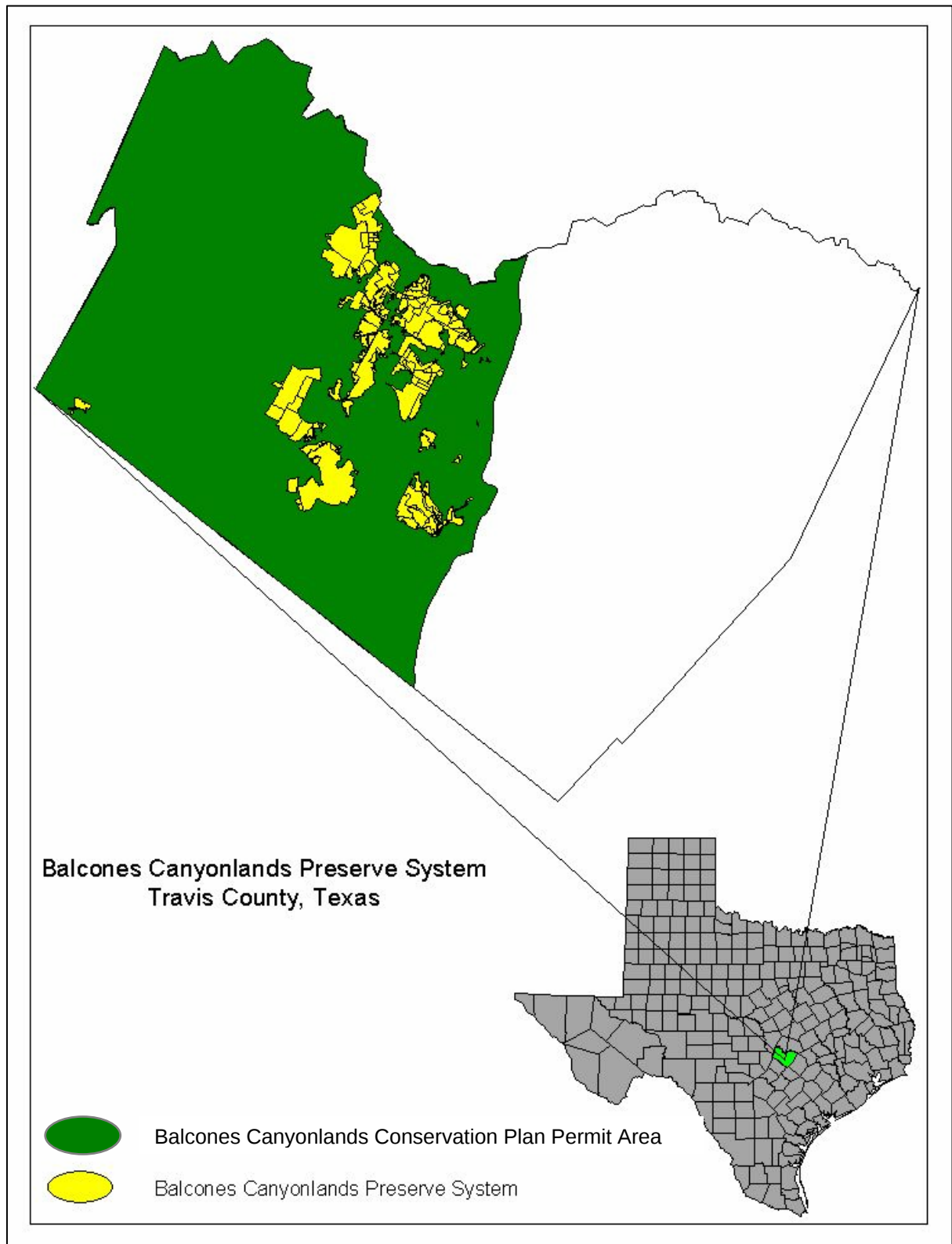


Figure 1: Balcones Canyonlands Conservation Plan Permit Area and Preserve

3.3 Program Review

The permit holders routinely assess BCCP programs and activities through each agency's internal review processes. Program monitoring is also accomplished through public processes such as the BCCP Citizens Advisory Committee and the City of Austin's Board and Commissions.

3.3.1 Citizen's Advisory Committee

Citizen input has been welcomed and considered since issuance of the regional permit, through opportunities including public hearings on financing plan modifications, public review of land management plans, and during regular public meetings of the Coordinating Committee. In February 1998, the BCP Coordinating Committee established a citizen's advisory committee to provide long-term input to the Coordinating Committee on a wide variety of BCP issues and activities. The scope of issues addressed by the advisory committee includes, but is not limited to plan financing, voluntary participation process and participation certificate program, land acquisition, public access to preserve land, and public education and outreach.

The purpose of the BCP Citizen's Advisory Committee (CAC) is to provide citizen representation from various community interests affected by the Balcones Canyonlands Plan. Its primary function is to provide a forum for public comment and input that can then be discussed among the Coordinating Committee members and acted upon. The Citizen's Advisory Committee structure was revised in 2003 at the direction of the Coordinating Committee, and now consists of 11 members each serving two-year appointments. Three Committee members are appointed by each of the permit holders, the Managing Partner appoints one member, and the remaining appointments are made by consensus of the BCP Partners.

3.3.2 City of Austin Boards and Commissions

The Austin City Council appoints citizen advisory boards and commissions to advise them on things such as policy, methods, and procedures as they relate to the City's programs, priorities and issues. The City of Austin appointees to the BCP Citizen's Advisory Committee consist of representatives from each of the following boards and commissions that serve the Austin City Council: Parks Board, Environmental Board, and Water and Wastewater Commission.

3.4 Technical Review

In addition to programmatic review, technical review and assistance is important to provide land managers with an opportunity to routinely coordinate with other technical experts in the planning, implementation, and review of management activities on the BCP.

3.4.1 Scientific Advisory Committee

At its April 13, 1998 meeting, the Coordinating Committee established a Scientific Advisory Committee (SAC) and selected its first members. This committee assists the Coordinating Committee in addressing habitat and species management issues requiring scientific expertise.

The SAC advises the Coordinating Committee on matters pertaining to species management, land management plans, and other BCP issues. The SAC reviews and provides constructive feedback on research proposals and data, monitoring results, guidelines for public access areas and dual purpose lands, and Management Handbook protocols. Other responsibilities may include research grant proposal assistance and assistance in identifying researchers and subject matter experts from the academic and land management community.

The SAC structure was revised in 2003 at the direction of the Coordinating Committee, and now consists of five Executive Committee members each serving two-year appointments. All SAC Executive Committee Members represent acknowledged experts in the fields of landscape ecology, hydrogeology, avian ecology, and/or the management or biology of the species listed in the BCCP permit, and are appointed by consensus of the BCP Partners. The SAC Executive Committee is expected to seek other professionals to assist with research and management issues. These additional professionals make up the Scientific Advisory Committee Resource Members. Important areas of technical expertise represented on the SAC Executive Committee or Resource Membership include: biology, ecology and management of golden-cheeked warblers, black-capped vireos, and karst invertebrate species; botany; ecosystem ecology; water quality; and hydrogeology. Land managers and natural resource scientists from state and federal agencies may also be included on these committees.

3.4.2 Land Manager's Meetings

BCP land managers meet no less than quarterly to discuss common experiences and to share best management practices. The Land Management Handbook component of the BCP land management plan evolved from the informal sharing of effective activities, protocols, and guidelines that occurred at these group meetings beginning in 1995.

The BCP land manager's meetings are open to landowners or managers, particularly private mitigation managers within the BCP, natural resource managers from the Texas Parks and Wildlife Department, and staff from the Balcones Canyonlands National Wildlife Refuge (BCNWR). Outside technical experts are sometimes invited as speakers on subjects of mutual interest.

4.0 APPROVALS

Effective adaptive management requires that Land Managers may be called upon to update or change processes and procedures developed in previous iterations of the BCP Land Management Plans. The regional BCCP permit contains terms and conditions that must be upheld or renegotiated with the USFWS. Land managers may propose updates to Tier III land management plans or may petition the Secretary regarding activities that are not addressed under the existing management guidelines. Recommendations for activities requiring action by the permit holders or that constitute a request to the USFWS to amend permit conditions may be presented to the Coordinating Committee for approval. The BCP Coordinating Committee Secretary shall decide which items can be approved administratively and which require Coordinating Committee deliberation.

4.1 Fee schedules

The BCP landowning entities hold exclusive authority to set and levy fees pertaining to public access to their preserve lands. This includes but is not limited to admission fees, day use fees, tour charges, membership fees, or other revenue sources. BCP partners have agreed that personnel from other BCP Partner agencies shall not be charged for access required to conduct official business.

Fees levied to mitigate for endangered species habitat impacts were established under the financing plan incorporated within the regional BCCP permit. Changes to the approved fee structure require approval of the Coordinating Committee and the USFWS, as well as affirmative votes of the Austin City Council and Travis County Commissioners Court.

4.2 New land management plans

A land management plan shall be prepared for each BCP tract. The effective term for Land Management Plans (Tier III Plans) shall be the lesser of five years or the time remaining until the next five-year revision of the BCP Land Management Plan is required. Therefore, land managers may conduct all Tier III land management plan updates on the same five-year revision schedule rather than maintaining different schedules for each tract.

Land management plans are submitted to the BCP Coordinating Committee Secretary. The standard land management plan format will be used all individual Tier III tract plans. Additionally, all tracts will be managed in accordance with the BCP Tier I and Tier II Land Management Plans and Guidelines. Land managers preparing plans for newly acquired tracts are encouraged to coordinate with members of the Land Management Working Group to ensure that management activities are consistent among BCP partner entities.

4.3 Public access

The preserve system offers public access and recreational opportunities within the Austin and Travis County area where possible and manageable. Public access may be allowed where and when such access does not threaten the welfare of the target species of concern, which is the overriding goal of the preserve system, nor cause the degradation of soil, vegetation, or water resources.

The Habitat Conservation Plan (HCP) and Final Environmental Impact Statement upon which the BCCP permit was issued includes “Land Management Plans and Guidelines” (also included in Tier II-A Chapter I of this document) that form the basis for the public access guidelines in the preserve. These guidelines stipulate that endangered species management must take precedence over recreational opportunities within the preserve. Public access and use of the BCP, therefore, must be carefully planned, monitored and controlled in order to prevent impacts to the species or their habitat that may result in “harm” or “take”.

For additional information about access issues, please see Tier IIA Chapter 12 Public Access.

4.4 Infrastructure development

The BCCP provides for infrastructure development within the BCCP permit area as well as within proposed BCP acquisition areas. Projects within the BCCP permit area may mitigate for “take” through purchase of participation certificates or by utilizing accumulated mitigation credits. Mitigation credits each represent one acre of habitat within the BCP. Mitigation credit “banks” are maintained for the permit holders and the managing partners by the BCCP Coordinating Committee Secretary. The Coordinating Committee Secretary reports the total number of accumulated mitigation credits as well as debits for infrastructure projects in each USFWS BCP annual report.

Infrastructure projects within the BCP may take place within designated corridors and special use sites identified in the BCCP and 1993 negotiated agreement between the USFWS and

area utility/infrastructure providers. Infrastructure projects should be constructed within existing easements and rights-of-way wherever possible. Projects within the BCP but outside designated infrastructure corridors cannot be mitigated through the BCCP and must receive a positive recommendation from the Coordinating Committee and approval directly from the USFWS in order to proceed.

Land managers developing any infrastructure including trail systems, roads, and/or facilities within the BCP shall avoid habitat impacts and mitigate for any incidental habitat impacts due to these activities through the BCCP infrastructure planning process. Projects on BCP lands will require amending Tier III land management plans to incorporate proposed changes.

Infrastructure proposals originating from outside groups (any entity not considered a BCP Partner, including utility providers, neighborhood associations, recreation user groups, etc.) will be reviewed by the BCP Citizens and Scientific Advisory Committees, and the BCP Coordinating Committee in addition to requiring USFWS consultation and approval. Projects recommended for approval by the CAC and SAC and authorized by the Coordinating Committee and the USFWS may be implemented once any mitigation procedures have been met and Land Managers amend and receive final approval of land management plans incorporating the project.

Habitat mitigation and species protection are not incorporated into City and County development requirements and approval processes. Approvals from City or County development permitting staff do not constitute compliance with USFWS, the Endangered Species Act or the BCCP permit.

5.0 ADMINISTRATIVE ISSUES AND CONCERNS

The BCP Land Management Plan is an evolving plan as lands are acquired to reach the BCCP goal and new information and knowledge regarding the ecology, biology, etc of the BCP becomes available. Land managers will always face issues and concerns regarding successful implementation of land management plans. However, these issues may or may not affect all BCP partners equally, and may be associated with agency budget programs and organizational priorities.

5.1 FUNDING ISSUES

5.1.1 Land Acquisitions

The regional BCCP permit establishes land acquisition to achieve the 30,428-acre goal as the number one priority for the BCCP permit holders. The regional BCCP permit prioritizes spending of funds generated through, participation certificate sales; tax benefit financing; and grant awards. Other expenditures in descending order of priority include:

- operations
- monitoring
- education.

5.1.2 Operations and Management

The City of Austin Water Utility funds Operations and Management and Capital Improvements for its BCP holdings through a specific BCP budget.

Funding for management of the City's parklands, LCRA's natural lands and Travis County's preserve lands dedicated to the BCP are included within consolidated Division or Department budgets and may not be designated as a specific program budget item. BCP Management needs may therefore compete for resources with other Division and/or Department program needs. Therefore, staff commitments to BCP management may have to be identified, prioritized, and scheduled within program constraints. By creating a defined BCP program budget with assigned staff, BCP entities can ensure that management needs are addressed directly and in a timely fashion.

5.2 Management of BCP Land for Others

BCP partners may agree to undertake ownership and/or management responsibilities for private 10(a)1(B) mitigation lands at the request of private landowners. Lands may also be received by the BCP Partners through the land in lieu of fee or conservation easement options for BCCP participation, or as mitigation required under an individual USFWS 10(a)1B permit. These acquisitions are usually implemented through negotiated agreements between all parties, restrictive covenants in the deed, or through conservation easements. Funding for management of these BCP lands may be generated through negotiated operations and management fees or through endowments that provide annual financial contributions to cover management expenses. BCP Land managers must be aware of and ensure compliance with any terms or conditions associated with USFWS individual permits that apply to these mitigation lands in addition to the requirements of the BCCP permit and the BCP Land Management Plan.

6.0 LITERATURE CITED

- Cimprich, D. A. 2003. Monitoring of the Black-capped Vireo during 2003 on Fort Hood, Texas. *In* Endangered species monitoring and management at Fort Hood, Texas: 2003 annual report. The Nature Conservancy, Fort Hood Project, Fort Hood, Texas.
- U. S. Fish and Wildlife Service, 1996. Final Environmental Impact Statement/Habitat Conservation Plan for Proposed Issuance of a Permit to Allow Incidental Take of the Golden-cheeked Warbler, Black-capped Vireo, and Six Karst Invertebrates in Travis County, Texas. U. S. Fish and Wildlife Service, Albuquerque, N. M.

APPENDIX A

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY AND SHARED VISION

**Interlocal Cooperation Agreement between
Travis County and the City of Austin Implementing the
Balcones Canyonlands Conservation Plan-
Shared Vision**

Article I. PREAMBLE

Sec. 1.1. Brief History of the Balcones Canyonlands Conservation Plan-Shared Vision

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, and to avoid the burden of project-by-project approval, a group of individuals representing federal, state, and local governments, the private business sector, private landowners and environmental interests has worked since 1988 to create a regional habitat conservation plan in accordance with Section 10(a) of the Act.

Balcones Canyonlands Conservation Plan-Shared Vision ("BCCP-Shared Vision") will ensure the protection of endangered species under the Act, while providing a mechanism to permit continued economic development in the region without the need for individual project approval. BCCP-Shared Vision provides for the issuance of a permit under Section 10(a) of the Act to the City of Austin and Travis County as joint permit holders, establishes a mechanism by which permit holders may proceed with public capital improvement projects in compliance with the Act, provides a funding mechanism for the purchase and management of preserve system land, and provides a mechanism to allow private sector participation.

Sec. 1.2. Goals of the Plan

The goals of the BCCP-Shared Vision are:

(a) To ensure protection of the habitat of the species of concern in Travis County by acquiring and setting aside in public preserves the best remaining habitat.

(b) To manage the habitat preserve system so as to continue to support viable populations of the species of concern.

(c) To obtain and hold a permit under Section 10(a) of the Act.

(d) To provide adequate revenue to ensure the goals of the BCCP-Shared Vision are met.

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(e) To provide a mechanism for public entities to proceed with public capital improvement projects in compliance with the Act.

Sec. 1.3. Authority and Purpose of the Agreement

(a) This Interlocal Cooperation Agreement ("Agreement") is entered into pursuant to the Interlocal Cooperation Act, Tex. Government Code Chapter 791, and other applicable law and creates the BCCP Coordinating Committee ("Coordinating Committee") to supervise the performance of this Agreement and to implement the BCCP-Shared Vision in cooperation with the parties to this Agreement, interested governmental entities, and the citizens of the region and in accordance with the permit application, permit no. 788841 PRT, filed by the parties March 19, 1993.

(b) Expenditures under this Agreement shall be made from current revenues available to the parties.

Sec. 1.4 Parties

(a) The parties to this Agreement are Travis County ("County") and the City of Austin ("Austin"). Permit holders are the County and Austin as set out in Section 1.5 of this Agreement.

(b) This Agreement may be modified in accordance with Section 7.2 to, inter alia, allow additional governmental entities to become parties.

(c) A party may not withdraw from this Agreement until the party satisfies its obligations set out in the BCCP-Shared Vision and in this Agreement.

Sec. 1.5 The Balcones Canyonlands Conservation Plan Approval, Amendments, and Section 10(a) Permit

(a) The City of Austin and Travis County shall jointly apply for and hold a permit under Section 10(a) of the Act ("the Permit") and shall be jointly responsible for implementing the conditions of the Permit as granted by the USFWS, and further, shall jointly apply to the USFWS for amendments to the Permit as necessary.

(b) The parties hereto have or by execution of this Agreement do hereby adopt and approve the BCCP-Shared Vision attached hereto as Exhibit "A". This Agreement replaces and supersedes the Interagency Plan previously adopted by the parties. To the extent that this Agreement is inconsistent with the BCCP-Shared Vision, this Agreement shall control.

(c) Amendments to the BCCP-Shared Vision or the Permit may be initiated by the parties to this Agreement pursuant to Section 7.2 of this Agreement.

(d) For the purpose of this section, "amendments" is defined to include those changes to the BCCP-Shared Vision or the Permit which may materially affect the scope of mitigation or method of implementation of the terms of the BCCP-Shared Vision or the Permit.

(e) For the purpose of this Agreement, "preserve system" is defined to include all land required to provide preserves to protect the species of concern including the Golden-cheeked Warbler, Black-capped Vireo and six cave invertebrates as specified in the BCCP-Shared Vision and the Permit.

(f) For the purpose of this Agreement, "Participation Certificate sales" is defined to include any sale or transfer of mitigation value by the parties to this Agreement.

ARTICLE II. CREATION OF COORDINATING COMMITTEE

Sec. 2.1. Creation and Purpose

(a) The Balcones Canyonlands Coordinating Committee ("the Coordinating Committee") is hereby created pursuant to Section 791.013 of the Texas Government Code, as an instrumentality of the parties to this Agreement.

(b) The parties to this Agreement are authorized by state laws to implement the BCCP-Shared Vision and the Coordinating Committee is created to carry out those essential governmental purposes.

Sec. 2.2. Effective Date of Creation

The Coordinating Committee is created on the effective date of this Agreement.

Sec. 2.3 Coordinating Committee Membership

(a) The Coordinating Committee shall consist of two (2) voting members and one (1) non-voting ex-officio member to be appointed as follows:

- (1) One voting member appointed by the County from among the County Commissioners Court,
- (2) One voting member appointed by Austin from among the City Council, and
- (3) One non-voting ex-officio member appointed by the United States Fish and Wildlife Service ("USFWS").

(b) The position of Coordinating Committee Chair shall rotate annually between the member appointed by the County and the member appointed by Austin. The first Chair shall be the member appointed by the County.

(c) Members of the Coordinating Committee by virtue of their membership on the Coordinating Committee, do not hold a civil office, an office of profit or trust, or civil office of emolument, within the meaning of Article XVI, Section 12, 30, or 40 of the Texas Constitution.

(d) The governing body appointing a Coordinating Committee member shall furnish a certified copy of the appointing resolution to the Coordinating Committee Secretary; and the Coordinating Committee members shall serve at the pleasure of the appointing governing body.

Sec. 2.4 Term

(a) Coordinating Committee members shall serve one year terms.

(b) A member whose term expires continues to serve until a successor is appointed.

(c) Coordinating Committee members may be re-appointed for successive terms by the party appointing a member.

Sec. 2.5. Meetings of the Coordinating Committee

(a) The Coordinating Committee members shall meet regularly at least once each quarter, on the dates and at locations determined by resolution of the Coordinating Committee.

(b) The Coordinating Committee shall meet specially if called by the Chair or requested in writing by any Coordinating Committee member. A request by a Coordinating Committee member for a special meeting must be in writing, addressed to the Chair, and describe the purpose or purposes of the meeting. Only that business reasonably related to the purpose or purposes described in the request may be conducted at the special meeting.

(c) A quorum of the Coordinating Committee is two voting members. A majority vote is required to enact Coordinating Committee motions. A Coordinating Committee member may send a proxy to vote in his or her place, provided that the proxy is a member of the same governing body as the Coordinating Committee member.

(d) Except where this Agreement or the bylaws of the Coordinating Committee provides otherwise, the conduct of Coordinating Committee meetings is governed by the latest edition of Robert's Rules of Order Newly Revised.

Sec. 2.6. Notice

(a) Written notice, including an agenda, of each regular or special meeting of the Coordinating Committee must be mailed or personally delivered to each Coordinating Committee member. The notice and agenda must be mailed or delivered at least three calendar days before a regular or special meeting.

(b) Meetings of the Coordinating Committee are subject to the Texas Open Meetings Act, Chapter 557 of the Texas Government Code.

Sec. 2.7. Bylaws

The Coordinating Committee may adopt, amend, and repeal bylaws to govern its operations.

Article III. ADMINISTRATION AND DUTIES OF THE COORDINATING COMMITTEE

Sec. 3.1. Administration

(a) Secretary services for the Coordinating Committee shall be provided by either Austin through the City Manager or the County through the Executive Manager for Transportation and Natural Resources. The Coordinating Committee may in their discretion vote to rotate said function after two years from the effective date of this Agreement. Initially the City of Austin shall provide secretary services.

(b) The Secretary serves as the chief administrative officer to the Coordinating Committee. The Secretary's duties include, but are not limited to, negotiation and oversight of contracts, execution of contracts upon authorization by the Coordinating Committee, assuring that Participation Certificate Sales proceed in accordance with established policies and with the Permit, authorization of payments, oversight of the Operating Fund and mitigation bank, policy and plan amendment recommendations, land management compliance recommendations, and development of administrative guidelines and reports to the Coordinating Committee.

Sec. 3.2. Annual Budget, Capital Program and Report

(a) The Secretary shall prepare a proposed annual budget, including, when necessary, a capital program, for review and submission by the Coordinating Committee to the permit holders. Submission by the Coordinating Committee shall occur no later than

May 1 for the following fiscal year; provided that FY 1994-95 and 1995-96 proposed annual budget submissions shall be made by the Secretary directly to the governing bodies of the County and Austin for review and approval. Consistent with Article IV of this Agreement, the budget must be reviewed and approved by the governing bodies of the County and Austin.

(b) The budget shall include a calculation of the direct and indirect costs, excluding land management related costs, of implementing the BCCP-Shared Vision. This amount shall be funded by the County and Austin in equal shares, through general fund contributions.

(c) The Coordinating Committee's fiscal year shall be October 1 through September 30.

(d) The Secretary shall prepare an annual program report for review and submission by the Coordinating Committee to the permit holders.

Sec. 3.3. General Powers

The Coordinating Committee has all of the powers of the parties to this Agreement that are necessary and consistent with its duties set forth in this Agreement.

Sec. 3.4. Principal Duties

(a) The Coordinating Committee is created and shall operate to carry out the BCCP-Shared Vision, whose goals are described in Section 1.2 of this Agreement. The Coordinating Committee shall not jeopardize the Permit by any action or inaction.

(b) To this end, the Coordinating Committee's principal duties are:

- (1) To make recommendations to the parties to this Agreement regarding proposed amendments to the BCCP-Shared Vision or the Permit.
- (2) To make recommendations to the parties of this Agreement regarding the annual budget, in accordance with Section 3.2 of this Agreement.
- (3) To provide policy oversight and coordination for implementing the BCCP-Shared Vision.
- (4) To establish advisory groups as appropriate to implement the BCCP-Shared Vision.
- (5) To assist the parties in recommending alternative funding sources.

- (6) To approve contractual agreements with governmental or non-profit entities who wish to participate in BCCP-Shared Vision as Managing Partners.
- (7) To approve contractual agreements with USFWS or others for the issuance and redemption of Participation Certificates.
- (8) To assist the parties in assessing biological quality and preserve value of lands for acquisition of property rights.
- (9) To develop and administer guidelines for the management of all the lands in the BCCP-Shared Vision preserve system to ensure protection of the species of concern therein, pursuant to Section 5.2.
- (10) To review and evaluate on an ongoing basis the effectiveness of the BCCP-Shared Vision's adopted policies and their implementation to assure that the conditions of the Permit are being met.
- (11) To educate the public about the species of concern and the importance of carrying out the BCCP-Shared Vision.
- (12) To make recommendations to the parties to this Agreement regarding actions necessary to implement the BCCP-Shared Vision.

Article IV. FUNDING THE BALCONES CANYONLANDS CONSERVATION PLAN

Sec. 4.1. Obligations of Parties

(a) To ensure that the goals of the BCCP-Shared Vision as stated in Article I of this Agreement are met, the parties agree to the following obligations:

- (1) The City of Austin's obligations:
 - a. Provide 2,562 acres of its current lands owned prior to October 1, 1992 for designation as preserve systems lands as illustrated in Exhibit "B" to this Agreement;
 - b. Prior to execution of this Agreement, issue general obligation bonds in the amount of \$25.7 million for the purpose of funding preserve system land acquisition and preserve system needs;

- c. Provide an annual contribution from its general fund in the amount calculated by the Coordinating Committee in accordance with Section 3.2 of this Agreement and adopted in its budget as the City's equal share of funds necessary for implementation of BCCP-Shared Vision. Contributions may be made through in-kind services or staff support provided that such services are clearly delineated in Austin's operating budget;
- d. Manage its designated and acquired preserve system lands in accordance with Article V of this Agreement;
- e. Use funds from Participation Certificate sales for preserve system land acquisition and preserve system needs; and

(2) Travis County's obligations:

- a. Provide 507 acres of its current lands for designation as preserve system lands as illustrated in Exhibit "B" to this Agreement;
- b. Provide an annual contribution from its general fund in an amount calculated by the Coordinating Committee in accordance with Section 3.2 of this Agreement and adopted in its budget as the County's equal share of funds necessary for implementation of BCCP-Shared Vision. Contributions may be made through in-kind services or staff support provided that such services are clearly delineated in the County's operating budget;
- c. Provide an annual appropriation in an amount equal to 100% percent (100%) of the operations and maintenance (O & M) portion of tax revenue from new construction on property for which Participation Certificates were purchased, or for which mitigation rights were purchased from a party to this Agreement, or which is utilizing the permit, as set forth in more detail in subsection 4.1(b) below, which shall be used to complete land acquisition for the preserve system and to fund capital costs for its acquired and designated preserve system lands in accordance with Article V of this Agreement. After preserve system land acquisition is complete, the annual appropriation may be reduced to an amount equal to the County's annual land management

costs for its acquired and designated preserve system lands in accordance with Article V of this Agreement;

- d. Manage its designated and acquired preserve lands in accordance with Article V of this Agreement; and
- e. Use funds from Participation Certificate sales for preserve system land acquisition and preserve system needs; and

(b) Travis County shall establish with the Travis Central Appraisal District (TCAD) a mechanism to collect and aggregate information for the determination of the value of new construction on all acreage of properties (existing plats as of January 1, 1996) using the permit through the mechanism of a special certificate or a regular participation certificate. Beginning in 1996, this information will be reported, by the Chief Appraiser of TCAD, annually at the same time as the tax roll is certified to Travis County.

(c) The parties agree to deposit all funds collected from Participation Certificates sales in the appropriate fund as established in Section 4.2 of this Agreement on a monthly basis.

(d) The parties agree that all mitigation value associated with preserve system land which is not needed for public capital improvement projects shall be made available for sale through Participation Certificates sales.

(e) The party providing secretary services to the Coordinating Committee shall establish an Operating Fund as specified in Section 4.2 of this Agreement. The party not providing secretary services to the Coordinating Committee shall, no later than 60 days after adoption of the budget, forward to said Operating Fund the funds so required by the budget.

(f) Permit holders may initiate amendments to this Agreement, to BCCP-Shared Vision or to the Permit pursuant to Section 7.2 of this Agreement.

(g) Upon execution of this Agreement, Travis County shall pay to City of Austin an amount equal to \$54,000.00 to cover the County's share of costs for the Environmental Impact Statement currently being prepared for the parties.

(h) The obligations set forth in subsections (a) through (e) above and in Section 4.2(c) below are contingent upon the issuance of the Permit by USFWS. The obligations set forth in subsections (a) through (e) above constitute the sole financial obligations of the parties. No further financial obligations shall be inferred

from this Agreement, the BCCP-Shared Vision, or the Permit.

Sec. 4.2. Operating Fund

(a) The party providing secretary services to the Coordinating Committee shall establish an Operating Fund with a local depository bank for the receipt of BCCP-Shared Vision related revenues collected or provided by or on behalf of the parties and for the payment of all BCCP-Shared Vision expenses excluding land management expenses.

(b) The Operating Fund shall be an interest-bearing account, and all interest earned shall be added to the principal in said account, except interest earned on funds collected from Participation Certificates sales.

(c) Funds collected from Participation Certificates sales, and the interest earned thereon, shall be disbursed by the Coordinating Committee Secretary to Austin and the County in equal shares on a semi-annual basis. Disbursements from Funds may be authorized by the Secretary or his or her designee for authorized BCCP-Shared Vision purposes, only in compliance with the approved expenditure level in the respective Austin and County approved budgets.

Article V. PRESERVE MANAGEMENT

Sec. 5.1. Land Management

(a) Upon issuance of the Permit, each party shall be responsible for management of BCCP-Shared Vision preserve lands owned by that party. The party may elect to manage the property, or may contract with another party or entity to do so, but cannot assign its underlying obligation for land management. All BCCP-Shared Vision preserve system lands shall be managed in a manner which will not jeopardize the Permit and in accordance with land management guidelines and land management plans adopted pursuant to Sections 5.2 and 5.3 of this Agreement, provided that reasonable access to preserve system lands shall be provided to Coordinating Committee representatives for inspection and monitoring or other functions as authorized in the annual budget.

(b) The Coordinating Committee Secretary will receive information on all land transactions and shall provide recommendations to the Permit Holders to ensure the integrity of the preserve system, will receive annual land management reports from each party, and will prepare a comprehensive annual land management report to be submitted to the Coordinating Committee, the Permit Holders, and USFWS.

(c) The Coordinating Committee Secretary shall identify, prioritize, review, and authorize research on species of concern on BCCP-Shared Vision preserve lands pursuant to Coordinating

Committee guidelines for research and monitoring and its annual budget.

Sec. 5.2. Land Management Guidelines

(a) Land management guidelines which identify minimum standards and limitations for land management were submitted to USFWS for its review and approval prior to execution of this Agreement.

(b) Once approved by USFWS, the approved land management guidelines shall be used in land management of all BCCP-Shared Vision preserve system lands.

(c) Amendments to the approved land management guidelines may be initiated by a member of the Coordinating Committee or by the Coordinating Committee Secretary and shall be processed pursuant to the following procedures:

(1) The Coordinating Committee shall conduct at least one public hearing to receive input on the proposed amendments to the land management guidelines prior to approval; and,

(2) After approving the amendments to the land management guidelines, the Coordinating Committee shall submit the amended guidelines to the Permit Holders governing bodies for approval and then to USFWS for its review and approval.

Sec. 5.3 Land Management Plans

(a) A proposed land management plan for a particular preserve system parcel shall be produced by the party who owns the property. An annual report regarding management of the particular preserve system parcel shall be produced by the party who owns the property and provided to the Coordinating Committee Secretary.

(b) Each proposed land management plan should be submitted to the Coordinating Committee Secretary and shall be approved by the Coordinating Committee Secretary only if the plan is in compliance with the approved land management guidelines.

Article VI. DISSOLUTION OF THE COORDINATING COMMITTEE

Sec. 6.1. Vote to Dissolve

(a) The parties to this Agreement may dissolve the Coordinating Committee by affirmative votes of a majority of each parties' governing bodies; provided that a liquidation plan pursuant to Section 6.2 of this Agreement has been previously adopted.

(b) A party's approval of dissolution of the Coordinating

Committee must be adopted by written resolution to dissolve and a certified copy of the resolution must be delivered to the Coordinating Committee Secretary.

Sec. 6.2. Liquidation Plan

(a) Prior to consideration by the parties of dissolution of the Coordinating Committee, the Coordinating Committee shall adopt a plan to liquidate the Coordinating Committee and furnish a copy of the plan to each voting parties' governing body for review and approval prior to submittal to USFWS for approval regarding Permit changes.

(b) Among other things, the liquidation plan must provide a timetable for liquidation, for transferring or otherwise disposing of the Permit, for collecting all of the Coordinating Committee's assets and discharging its liabilities, for a final audit, and for distributing the Coordinating Committee's net assets or assessing its net liabilities in accordance with Section 6.3.

Sec. 6.3. Distribution/Assessment Formula

The Coordinating Committee's net assets, other than interests in preserve system lands that will revert to a party, must be distributed to, or its net liabilities assessed against, each party in equal shares provided that said distribution shall not be in equal shares in the event that this Agreement is terminated pursuant to Section 7.1(b).

Sec. 6.4. Dissolution

(a) When the net assets are distributed to, or the net liabilities satisfied by, the parties, the Coordinating Committee ceases to exist and this Agreement is terminated.

(b) Dissolution of the Coordinating Committee shall not obviate obligations under the Permit except as allowed by the Section 6.2 liquidation plan.

Article VII. GENERAL PROVISIONS

Sec. 7.1. Term, Termination

(a) This Agreement becomes effective on October 1, 1995 or the date it is executed by all parties, whichever is earlier. This Agreement terminates upon termination of the Permit, unless terminated earlier pursuant to Section 6.4 or Section 7.1(b) of this Agreement.

(b) Notwithstanding anything to the contrary within this Agreement, if at any time during the term of this Agreement, the

Commissioner's Court of Travis County, Texas or the City of Austin, Texas, fails to provide funding for all or any part of its obligations herein for the following fiscal year of said party, the failing party shall give notice to the Coordinating Committee and the parties to this Agreement of such failure to fund and upon delivery of such notice shall no longer be liable for said unfunded obligations. Upon receipt of such notice, the non-failing party may elect to terminate this Agreement as their sole recourse.

(c) If a party defaults in the performance of any of the terms or conditions of this Agreement, other than by failure to fund, the defaulting party shall have 30 days after receipt of written notice of such default within which to cure the default. If the default is not cured within such period of time, then the non-defaulting party shall have the right without further notice to terminate this Agreement and to seek relief as specified in Section 7.1(d) below.

(d) The parties agree the preserve system land to be designated or acquired pursuant to Article IV of this Agreement is unique and irreplaceable, and that the failure of a party to designate property as preserve system land or to designate as preserve system land those tracts which have been purchased with funds from Participation Certificate sales pursuant to the terms of this Agreement would result in damage to the party seeking to maintain the Permit that could not be adequately compensated by a monetary award. The parties therefore agree that if either party fails to perform the following covenants incumbent on it due under the terms of this Agreement: (1) designate preserve system land pursuant to Section 4.1 of this Agreement, or (2) designate as preserve system land those tracts which have been purchased with funds from Participation Certificate sales, the other party may appropriately seek an order from a court of appropriate jurisdiction requiring the defaulting party to specifically perform those covenants. Such order shall not require the failing party to maintain, repair, or otherwise expend funds, but only to designate the land in question.

Sec. 7.2. Amendment of Agreement, BCCP-Shared Vision, the Permit

(a) A voting member of the Coordinating Committee or any party to this Agreement may propose an amendment to this Agreement, the BCCP-Shared Vision, or the Permit by presenting it in writing to the Coordinating Committee with the meeting notice for a regular or special meeting of the Coordinating Committee. The Coordinating Committee shall review and make a recommendation to the governing bodies of the parties to this Agreement concerning the proposed amendment no more than ninety (90) days after receipt of the written proposal.

(b) An amendment is adopted if the governing bodies of all the parties to this Agreement adopt the amendment and furnish the

Coordinating Committee Secretary with certified copies of the adopting resolutions.

(c) When an amendment is adopted, the Coordinating Committee shall furnish a copy of the amendment to USFWS for approval.

Sec. 7.3. Notice to Parties

(a) Notice to be effective under this Agreement must be in writing and received by the party to whom it is directed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in subsection (b) and the receipt is signed on behalf of the party; or (3) three calendar days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in subsection (b).

(b) The Coordinating Committee's address is its principal office address, attention: Chair of the Coordinating Committee. Each party's address is set out following its signature line on this Agreement.

Sec. 7.4. Miscellaneous

(a) This Agreement states the entire agreement of the parties, and it may be amended only as provided in Section 9.1.

(b) This Agreement is binding on the successors in interest to the parties.

(c) This Agreement is performable in Travis County, Texas, and Texas law governs its interpretation and application.

(d) This Agreement may be executed in multiple counterparts.

CITY OF AUSTIN
P.O. Box 1088
Austin, Texas 78767

By: Jesus Garza
Jesus Garza
City Manager

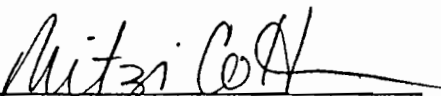
Date: 8-3-95

COUNTY OF TRAVIS
P. O. Box 1748
Austin, Texas 78767

By: 
Bill Aleshire
County Judge

Date: 8/1/95

APPROVED AS TO FORM:


City of Austin
Department of Law

APPROVED AS TO FORM:

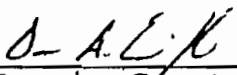

Travis County, Texas
~~Department of Law~~
Travis County Attorney's Office
MC/HN/alc/26376

EXHIBIT "A"

Balcones Canyonlands Conservation Plan - Shared Vision

BALCONES CANYONLANDS CONSERVATION PLAN (BCCP) SHARED VISION

This proposal for a habitat conservation plan in Travis County is designed to secure the issuance by the U.S. Fish & Wildlife Service (USFWS) of a regional Section 10(a) permit. In November 1993, voters rejected a county bond issue which would have accomplished the remainder of the land acquisition required for the county-wide regional plan with public funds. Subsequently, discussions among public entities and various interest groups focused on how to fund land acquisition primarily from private funds. As recently as April 1994, concepts of a mitigation fee of as much as \$6,800 per acre coupled with mitigation ratios of as much as 3:1 were still being discussed. The present proposal takes a substantial step towards improving the affordability of the Plan for the private sector while maintaining the commitment to establish the complete regional preserve system.

This proposal provides a guide for the private sector needing to meet their obligations under the Endangered Species Act. Additionally, the proposal will provide the basic information to allow affected governmental jurisdictions to determine whether they might choose to become a Permit Holder, Managing Partner, or to remain a non-participant. Participation in the Plan is voluntary. Most administrative processes are not intended to be detailed in this proposal since they will be developed through formal negotiated agreements among the Permit Holders and with Managing Partners. This proposal also forms the primary application document to be submitted to USFWS in completing and receiving the section 10(a) permit.

This present document includes a list of the key concepts embodied in the proposal, along with further detail on aspects such as the preserve design, financing, special provisions for small lot owners, habitat and acreage determinations, etc. Also attached is a list of the species anticipated to be covered by the plan (Table 1 - Species of Concern), a Karst List, and a detailed pro forma describing the projected financing for the plan. A set of examples of simplified development scenarios (Participation Calculations under the BCCP) is attached to this proposal to offer a visual representation of how the Participation Certificates described herein would be applied in a variety of situations. Also attached is a "Legal Authority" document and USFWS "No Surprises" policy document.

I. Key Concepts

1. The preserve land will be acquired to complete an estimated 30,428 total acres protected in five major macrosites to protect habitat for the following endangered species: Golden-cheeked Warbler, Black-capped Vireo, and six cave invertebrates (see Table 1). All land acquisition for all preserves will be completed as soon as possible, but no later than 20 years.
2. The USFWS, through its review of the Plan and preparation of NEPA documentation, will assess the degree to which the species listed in Table 1, as Category 2 Candidate Species and Other Species of Concern, are covered under the BCCP. These species, along with the Federally Listed Endangered Species, covered by the BCCP, will be subject to the "No Surprises" policy (see Attachment) announced by Secretary Babbitt in August 1994.
3. Local governmental jurisdictions in Travis County wishing to establish the preserve system and to develop a regional plan will jointly apply for a 30-year regional 10(a) permit. The regional 10(a) permit will cover incidental take of habitat in Travis County outside of the identified preserves and the Balcones Canyonlands National Wildlife Refuge.

4. A Permit Holder is a governmental entity who has contributed sufficient land acquisition funds or preserve lands in excess of that required to mitigate its own capital improvement projects. Its contribution level will be based on securing the public benefit of establishing the preserves as a community and environmental asset and on providing an economic lift to the landowning public to meet their obligations under the Endangered Species Act. A Permit Holder accepts primary responsibility for the success of the Plan by entering into a formal agreement with all other permit holding entities. The Permit Holders will create a policy board or other entity responsible for oversight of Plan implementation.
5. Governmental and non-profit entities may participate in the Plan as Managing Partners. Managing Partners agree to provide land management of designated preserve lands in order to support the public benefits of the preserve system. Managing Partners will enter into formal agreements with the Permit Holders to hold title and manage preserve lands for the public and environmental benefit. Managing Partners are mitigated for their capital improvement projects to the extent of their land contributed to the preserve system (on a 1:1 acreage basis). The mitigation value for such lands is non-transferable. At the discretion of a Managing Partner, its wholesale electric customers may participate under the regional permit , under similar terms.
6. Landowners needing to comply with the Endangered Species Act may do so through the purchase from the Permit Holders of Participation Certificates based on a per-acre assessment and participation ratios for the amount of mitigation area. Certificates will be sold for use by those wishing to develop land in Travis County but only outside of the proposed preserves.
 - Certificates will only cover species covered by the regional section 10(a) permit.
 - Funds from Certificate sales would be used for BCCP preserve system land acquisition and BCCP preserve system needs.
 - Participation Certificates will be non-refundable and are only usable for land outside of the preserve area covered under the regional section 10(a) permit.
 - No mitigation credit for development or Participation Certificates under this plan may be provided for property located outside the jurisdictional boundaries of the Permit Holders.
 - The Permit Holders will evaluate the feasibility and viability of selling Certificates on a periodic and limited issue basis. This approach is preferred to an on-going continuous sale, if proven to be feasible. Each Certificate would provide a purchaser with mitigation credit for one acre of incidental "take" of Golden-cheeked Warbler and/or Black-capped Vireo habitat and/or 100 acres of incidental "take" of karst habitat, covered by a regional section 10(a) permit. See Section VII for calculation of "take."
 - An evaluation of making the Certificates transferable will be completed prior to Certificate sales. Potentially, Certificates will be transferable between owners and between properties, provided that they are assigned to specific tracts of land once they are used or redeemed for development. The Certificates can not be applied to lands inside the BCCP preserve system boundaries, without approval of the USFWS. As a condition of participating in the regional permit, the holders of Certificates will be required to record them in the Real Property Records of Travis County when they are used and to designate the specific tracts of land to which they apply.

7. USFWS will, through a contractual arrangement with the Permit Holders, administer the issuance and redemption of the Certificates. USFWS shall be obligated to sell Certificates subject only to the conditions of the section 10(a) permit.
8. Private Sector participation is voluntary: There is no mandated requirement to develop under the regional 10(a) permit. Landowners and developers in Travis County may apply at any time to the USFWS for individual 10(a) permits. BCCP Permit Holders will not condition any local development approval or permit upon an applicant participating in the BCCP. However, landowners are encouraged to use mitigation measures that will contribute to the completion of the already defined preserve system.
9. Private landowners inside of the jurisdiction limits of a permit holding governmental entity will be able to purchase certificates for \$5,500 each (See Section V, #6). Participation levels are established for each of the species of concern, and in no case are they greater than one certificate for one acre. The participation level for known Golden-cheeked Warbler and Black-capped Vireo habitat are the same 1:1 mitigation ratio and the same per Certificate fee requirement. The identification criteria for known habitat are indicated in Section VII.
10. Private landowners outside of the jurisdiction limits of a permit holding governmental entity will need to pursue authorization from USFWS if their actions will "take" a federally listed species.
11. Special Provisions: A reduced Certificate of \$1,500 (See Section V, #6) will be available to landowners wishing to build only one single family dwelling on lots which were in existence on or before the listing of the Golden-cheeked Warbler. See Section VI, "Special Provisions."
12. Special provisions: For existing, routine ranching and farming practices, there is no Participation Certificate requirement. However, if the existing activity requires new clearing activity (i.e., for new barns, paddocks, stock ponds, etc.), the Certificate requirement will be \$1,500 (see Section V, #6) per acre of clearing.
13. A governmental entity choosing to become a Permit Holder is mitigated for its capital improvement projects that use habitat and receives the level of participation no greater than one certificate for one acre of land for its private sector land needing Participation Certificates (see item #9). The participation level for known Golden-cheeked Warbler and Black-capped Vireo habitat are the same 1:1 mitigation ratio and the same per Certificate fee requirement. The identification criteria for known habitat are indicated in Section VII.
14. Governmental entities which are Managing Partners and which need to comply with the Endangered Species Act for their capital improvement projects (e.g., in excess of their benefit from contributed preserve lands) may purchase non-transferable certificates for \$5,500 each (See Section V, #6). The participation level for known Golden-cheeked Warbler and Black-capped Vireo habitat are the same 1:1 mitigation ratio and the same per Certificate fee requirement. The identification criteria for known habitat are indicated in Section VII.
15. Other governmental entities which are not included under the participation of a Permit Holder or a Managing Partner and which need to comply with the Endangered Species Act for their own capital improvement projects, will need to pursue authorization from USFWS if their actions will "take" a federally listed species.

16. Within the jurisdiction of a Permit Holder, the construction of public primary and secondary schools or community colleges are exempt from Participation Fees for the construction of any such facilities which they will own and which are built within that jurisdiction. Projects of this same type which are within the jurisdiction of a city or county which is a Managing Partner (rather than a Permit Holder) may participate under the regional 10(a) permit at a level no greater than one certificate for one acre. Similar projects which are not built within the jurisdiction of such Permit Holders or Managing Partners will need to pursue authorization from USFWS if their actions will "take" a federally listed species.
17. For all activities described above in items 8 through 16, the donation of proposed preserve land may be considered, at the discretion of the Permit Holder(s), as credit toward the purchase of certificates.
18. Aquatic species in Travis County will not initially be included in the list of species of concern under the regional 10(a) permit. The City of Austin and Texas Parks & Wildlife Department have established an Aquatic Biological Advisory Team to address the conservation needs of those species. The issuance and use of Participation Certificates under the permit requested here should never be conditioned upon obtaining a permit or meeting any requirements that may be prescribed in the future for the protection of such aquatic species.
19. Permit Holder(s) will be responsible for reporting to USFWS regarding development approvals within their jurisdictions and participation under the regional 10(a) permit (e.g. acquisition of Participation Certificates) by development applicants, and otherwise ensuring compliance with the conditions of the issued permit. USFWS will retain primary responsibility for enforcement actions regarding compliance with the Endangered Species Act and monitoring compliance of all individual 10(a) permits as well as the regional 10(a) permit.
20. Under this permit, USFWS will continue to have the sole responsibility to determine and approve (1) the preserve boundaries, (2) which properties need a permit due to the existence of endangered species, and (3) which properties are eligible to use Participation Certificates within the jurisdictional boundaries of the Permit Holders.
21. The existence of this regional section 10(a) permit and BCCP will not be the basis for denial by USFWS of any individual section 10(a) permit application in Travis County.

II. Plan Biology and Preserve Design

1. Preserves are based on biological background already submitted (BCCP Phase I Application, March 1993, as updated for final permit application).
2. Preserve land will include approximately 30,428 acres in five major and two minor macrosites to protect species of concern and will be assembled generally as follows:

City of Austin (currently owned):	11,285 acres	
City of Austin (est. future acquisition):	<u>293 acres</u>	
Subtotal		11,578 acres
LCRA:		2,717 acres
Travis County:		507 acres
The Nature Conservancy:		4,183 acres
Other entities (currently owned):		1,809 acres
TC Tax Benefit Financing:		4,000 acres
Participation Certificates:		<u>5,634 acres</u>
Total		30,428 acres *

* These numbers do not include all of the land identified for karst acquisition.

3. Protection of karst identified on the attached USFWS Karst List will be required. An acquisition assessment of each site is recommended to be completed prior to permit issuance.

III. Future Land Acquisition Procedure

1. Funds from Certificate sales would be used for BCCP preserve system land acquisition and BCCP preserve system needs.
2. A variety of options are available to promote habitat protection on private land, and these alternatives should be actively used to enhance the preservation of large portions of remaining acreage between now and the time of purchase. Alternatives include: (a) preferential assessments; (b) multi-year management agreements, leases, and mutual covenants; (c) earnest money options; (d) first right of refusal contracts; (e) purchase of development rights and undivided interests; (f) conservation and open space easements; and (g) fee simple purchase through installments or with leaseback provisions. Use of these tools could lower costs. As funding is available, negotiations with private landowners should be initiated so that the alternative tools that are available can be used as soon as practical.
3. Condemnation proceeding for the public health, safety, and welfare may be used to acquire land for the preserves, but only as a last resort and only under the following conditions:
 - (1) Not acquiring the land would endanger the Section 10(a) permit, OR,
 - (2) Not acquiring the land would endanger the biological integrity of the preserves, AND,
 - (3) There is no reasonable alternative to the involuntary condemnation proceedings, AND,
 - (4) There is a reasonable expectation that without involuntary condemnation proceedings the habitat will be destroyed.

IV. Land Management

The goal of operating and maintaining the preserves should be to contribute to the recovery of the species of concern in an affordable way, which includes public education. All other uses of the preserves must be compatible with the primary goal of habitat preservation, but compatible

public uses should be allowed, specially if they can be a source of revenue to pay the operations and maintenance costs. Costs associated with public use of a preserve property that are beyond those required for habitat preservation should be the sole responsibility of the managing partner in charge of the property.

It is recommended that the operations and maintenance of the preserves be conducted with the assistance and support of other governmental entities, volunteer organizations, neighborhood associations, and other organizations that will agree to carry out the responsibilities of a managing partner in specific preserve properties for prescribed periods of time or for specific maintenance projects. Minimum management responsibilities for the Golden-cheeked Warbler preserves include:

1. Establishing preserve boundaries through fencing and signs on perimeter properties;
2. Providing preserve security to control incompatible uses;
3. Removing invasive vegetation periodically;
4. Controlling white-tailed deer and other detrimental species;
5. Allowing, in cooperation with the permit holders and USFWS, any studies required to maintain the Section 10(a) permit;
6. Fire management.

Vireo preserve management will also require active intervention to maintain the appropriate successional stages of vegetation. The requirements for karst preserve maintenance should be determined on a site-by-site basis.

V. Plan Financing Assumptions

1. \$25.7 million from the City of Austin for their land acquisition contribution as a Permit Holder (\$22 million BCCP bond and \$3.7 million for Barton Creek Wilderness Park), along with certain lands (2,562 acres) held by the City as of September, 1992.
2. Travis County shall participate financially by allocating to the Plan an annual contribution in an amount equal to 100% of the operations and maintenance (O&M) portion of tax revenue from new construction on property for which Participation Certificates were purchased, or for which mitigation rights were purchased, which shall be used to complete land acquisition for the preserve system and to fund capital costs for its acquired and designated preserve system lands.
3. The Plan is to be based on the initial assumption that public entities will spend on the average \$5,500 (see Section V, #6) per acre for future preserves acquisitions.
4. \$5,500 (see Section V, #6) per Participation Certificates. Participation levels are established for each of the species of concern, and in no case are they greater than one certificate for one acre. The participation level for known Golden-cheeked Warbler and Black-capped Vireo habitat are the same 1:1 mitigation ratio and the same per Certificate fee requirement. The identification criteria for known habitat are indicated in Section VII.
5. Special provisions for certain single family residential lots and for agricultural practices

(ranching and farming) have been developed. Exemption of fees or substantial fee reductions are provided in these special provisions. See Section VI, Special Provisions, for specific details.

6. The Plan will index the price of Participation Certificates to the base cost per acre of \$5,500 reviewed on an annual basis, according to changes in applicable land values and meeting the goal of completing the preserve system in 20 years. Certificate fee increases for the Special Provision Certificates (e.g., routine ranching and farming practices and single family residential lot categories) are limited to no more than (proportional) increases assigned to the standard Certificates.
7. The Plan will not include an endowment for future O&M. The Plan will assume that annual O&M, averaging not less than \$25 per acre (in current dollars), will be covered by Permit Holders, Managing Partners, or through in-kind contributions to the preserve system management.
8. The Plan Permit Holders will continue to seek alternative sources of funds (beyond the proposed Participation Certificates) as well as alternative land acquisition methods in order to decrease the amount of time necessary to acquire the remaining preserves to no more than five (5) years.

One method of financing, to be evaluated for preserve acquisition, will be the issuance of Green Bonds and/or other innovative techniques. Green Bonds would be secured by the anticipated stream of mitigation payments under the Plan and paid back with interest on a cashflow redemption basis. Because Green Bonds would likely not be marketable in traditional bond markets, they would be target marketed to major charitable, conservation, and business organizations with a conservation mission or other strong interest in promoting the acquisition of habitat.

VI. Special Provisions

1. USFWS has a streamlined individual 10(a) permit process available to landowners for \$1,500 (see Section V, #6) for a qualifying lot, tract, or parcel. It is completed by an interested landowner in less than 60 days (including a required 30-day comment period).
2. After issuance of the regional 10(a) permit, the Special Provisions Certificate for ranchers and farmers and for construction of single family dwellings on existing lots will be available through the Permit Holder(s) for \$1,500 (see Section V, #6). Landowners outside the jurisdiction of Permit Holder(s) will need to pursue authorization from USFWS if their actions will "take" a federally listed species.
3. The intent of the Plan is to pay for the acquisition of the regional habitat with the private sector funding component being derived primarily from participation fees paid voluntarily by developers who might expect to benefit directly from participation. Any rules, regulations or guidelines promulgated in furtherance of the Plan should be made and interpreted with the goal of minimizing or eliminating any financial burden of participation for the following, all assumed to be outside of the preserve areas: (1) ranchers and farmers in pursuit of legitimate and standard agricultural practices; (2) builders of single family home residences on individual lots/tracts/parcels in existence prior to May 4, 1990; and (3) small landowners (100 acres or less) who wish to do very low density residential development (one single family home residence per 15 acres and up).

a. Single Family Residential Lot Provision -

- Applies to one single family unit constructed on a legal lot, legal tract, or a legally recorded single parcel in Travis County if the lot/tract/parcel was in existence on or before May 4, 1990.
- Also applies to landowners of 100 acres or less, developing low density single family home residences of not more than one home per 15 acres.
- The lot/tract/parcel must be located outside the designated preserve boundaries.
- Unless special circumstances can be shown by the applicant, the area of disturbance for direct impact would be limited to 0.75 acres (approximately 32,670 sq. feet), including the house, driveway, utility access lines, septic field and lawn area.
- Lot holders may participate for a fee of \$1,500 (see Section V, #6), payable to the City of Austin Balcones Canyonlands Conservation Fund, which would be used for BCCP preserve system land acquisition and BCCP preserve system needs.
- For any lot/tract/parcel, three acres or larger, a habitat determination of the area to be cleared will be made and recorded at the Real Property Records of Travis County.
- If the cleared area becomes part of a subdivision process in the future, the landowner may participate in the Plan for the subdivision by paying the balance per acre (i.e., the total fee level at the time of development minus the Special Provision fee previously paid).

b. Agricultural Provision (ranching and farming) -

- Provision is subject to Travis County participation as a joint Permit Holder.
- Exempts incidental "take" resulting from any existing, routine ranching and farming practices, as defined by USFWS, which occur in Travis County (but not inside the designated preserve areas).
- However, if a rancher or farmer intends to clear an area for new structures, (i.e., barns, paddocks, ponds, etc.), then he/she may purchase a Participation Certificate at a cost of \$1,500 (see Section V, #6) per acre of clearance. At the time, a habitat determination of the area to be cleared will be made and recorded at the Real Property Records of Travis County. If the cleared area becomes part of a subdivision process in the future, the landowner may participate in the Plan for the subdivision by paying the balance per acre (i.e., the total fee level at the time of development minus the Special Provision fee previously paid).

VII. Determination of Acreage For Calculation of Participation Certificates

A. Overall:

1. A Participation Certificate will cover all mitigation needed for the permit's species of concern on any given acre of land proposed for development outside of the preserve area (i.e. fee

requirements will not accumulate when habitat for more than one species of concern is present). However, the calculation that produces the highest level of certificates to mitigation area, as described below, will be assessed.

2. The Permit Holder(s) will provide determinations of mitigation area by applying a simplified approach approved by the USFWS and will sell Participation Certificates to landowners and developers within its jurisdiction based on this approach.
3. Any landowner or developer not wishing to use the simplified approach may petition the USFWS to determine the development's actual incidental "take" (both direct and indirect) and to translate it into terms of an acreage determination. The acreage determination can then be used by the applicant to purchase BCCP Participation Certificates, at a 1:1 ratio.
 - a. In all such cases, the determination of the USFWS will take precedence over any determinations from the simplified approach described herein. Accordingly, determinations by the USFWS conveyed in a valid Section 9 letter take precedence over determinations under the simplified approach.
 - b. A landowner seeking an individual permit who chooses to pay mitigation acreages costs via the regional Participation Fee structure will still retain the obligation of accomplishing other studies and requirements assessed through the individual review.
 - c. Standard long-term operation and maintenance costs which might be assessed through, or may be derived from the individual review by USFWS may be waived by the Permit Holder(s) for landowners paying the regional Participation Fees.
4. The entire parcel for which development approvals are sought will be used as the basis for the simplified approach to calculate total certificate needs. The extent of overlap with the habitat zones as described below will determine the Participation Fee. The calculation of the extent of each habitat zone on a parcel (see below), and thus the amount of participation fees, will be rounded up to the nearest whole acre. Demonstration of ownership of adequate certificates will be required by the Permit Holder(s) to meet compliance conditions of the regional 10(a) permit.

B. Warbler:

1. Warbler habitat will be determined by the Permit Holders from maps and aerial photos accompanying "Golden-cheeked Warbler Habitat Analysis" prepared for the USFWS by DLS Associates (June 1993) as updated periodically.
2. The identification criteria for known habitat will be provided by the Permit Holders and will be based on DLS Associates map zones using a simplified approach as follows:
 - a. In Zone 1 ("Habitat known to support warblers"), one certificate covers one acre of mitigation area.
 - b. In Zone 2 ("Undetermined"), a certificate covers two acres of mitigation area.
 - c. In Zone 3 ("Does not support warblers"), no certificate is required.

C. Vireo:

1. The identification criteria for known habitat will be provided by the Permit Holders based on a simplified approach as follows:
 - a. Vireo habitat will be determined by Permit Holders based on all recent survey information provided by USFWS.
 - b. One Participation Certificate covers one acre of vireo mitigation area.

D. Karst:

1. Karst habitat will be determined from "Geological Controls on Cave Development and the Distribution of Cave Fauna in the Austin, Texas, Region," prepared for USFWS by George Veni & Associates (April 1991), as updated periodically.
2. Calculation of the total certificates needed for karst habitat mitigation will be provided by the Permit Holders based on the George Veni maps using a simplified approach as follows:
 - a. In Zone 1 ("Areas known to contain endangered cave species") and Zone 2 ("Areas that probably contain endangered cave species"), one certificate covers 100 acres of karst mitigation area, i.e. the Participation Fee is \$55 per acre of Zone 1 or 2 karst habitat.
 - b. In Zone 3 and 4 ("Areas that do not or probably do not contain endangered caves species"), no certificates are required.
3. Participation Fees calculated under the methodology described in item 2 are payable in increments of one acre.

VIII. Proposed Roles of Anticipated Participants in the Shared Vision**A. USFWS/Department of the Interior Role**

1. Process individual 10(a) permit applications, including alternative review of mitigation requirements for landowners not wishing to utilize the simplified approach under the regional 10(a) permit.
2. Expedite compliance with National Environmental Policy Act requirements.
3. Purchase and maintain the Balcones Canyonlands National Wildlife Refuge.
4. Implement a small lot owner expedited process.
5. Enforcement of compliance with individual 10(a) permits and the regional 10(a) permit. Responsible for ensuring that individuals obtain appropriate and sufficient mitigation under the Endangered Species Act.

6. USFWS will, through a contractual arrangement with the permit holders, administer the issuance and redemption of the Certificates. USFWS shall be obligated to sell Certificates subject only to the conditions of the section 10(a) permit.

B. City of Austin Role

1. Permit Holder and Managing Partner.
2. Maintain preserves in Barton Creek and South Lake Austin macrosites and other City lands contributed to preserves.
3. Enter into formal agreements with other Permit Holders and Managing Partners to assure success of the Plan and to administer required programs including the acquisition and management of land to complete the preserves.
4. Report on a timely basis to USFWS (to be specified in the terms of the permit) on status of development approvals, assessments and payment of Participation Fees within the regional 10(a) permit boundary. (This requirement would apply to all Permit Holders.)

C. Travis County Role

1. Permit Holder and Managing Partner.
2. Maintain current County parkland identified as preserves.
3. As a Permit Holder and Managing Partner, enter into formal agreements to assure success of the Plan and/or administer required programs including the acquisition and management of land to complete the preserves.

D. Texas Parks & Wildlife Department Role (TPWD)

1. It is hoped that TPWD will participate in this Plan's implementation. The parties will enter into appropriate interlocal agreements, as TPWD's participation develops.

E. Lower Colorado River Authority Role

1. As a Managing Partner, enter into a formal agreement with the Permit Holders to manage its preserve lands for the public and environmental benefit in accordance with the requirements of the regional 10(a) permit.

SPECIES OF CONCERN

SCIENTIFIC NAMECOMMON NAMEFederally-listed Endangered Species:

<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>Texamauropis reddelli</i>	Kretschmarr Cave mold beetle

Category 2 Review Species:

<i>Eurycea sosorum</i>	Barton Springs Salamander
<i>Eurycea N. S.</i>	Jollyville Plateau Salamander
<i>Eurycea neotenes</i>	Texas Salamander
<i>Stygobromus balconis</i>	Amphipod
<i>Stygobromus bifurcatus</i>	Amphipod
<i>Philadelphus ernestii</i>	Canyon Mock-orange
<i>Streptanthus bracteatus</i>	Bracted twistflower
<i>Croton alabamensis</i>	Texabama croton

Other Species of Concern:

<i>Sphalloplana mohri</i>	Flatworm
<i>Phreatodrobia punctata</i>	Snail
<i>Phreatodrobia nugax nugax</i>	Snail
<i>Stygopyrgus bartonensis</i>	Snail
<i>Candona</i> sp. nr. <i>stagnalis</i>	Ostracod
<i>Caecidotea reddelli</i>	Isopod
<i>Trichoniscinae N. S.</i>	Isopod
<i>Miktoniscus N. S.</i>	Isopod
<i>Cicurina wartoni</i>	Spider
<i>Cicurina elliotti</i>	Spider
<i>Cicurina bandida</i>	Spider
<i>Cicurina reddelli</i>	Spider
<i>Cicurina reyesi</i>	Spider
<i>Cicurina cueva</i>	Spider
<i>Cicurina travisae</i>	Spider
<i>Neoleptoneta coccinea</i>	Spider
<i>Neoleptoneta devia</i>	Spider
<i>Eidmannella reclusa</i>	Spider
<i>Aphrastochthonius N. S.</i>	Pseudoscorpion
<i>Tartarocreagris comanche</i>	New Comanche Trail Cave harvestman
<i>Tartarocreagris reddelli</i>	Pseudoscorpion
<i>Tartarocreagris N. S. 2</i>	Pseudoscorpion
<i>Tartarocreagris N. S. 3</i>	Pseudoscorpion
<i>Texella N. S. 2</i>	Harvestman
<i>Speodesmus N. S.</i>	Millepede
<i>Rhadine s. subterranea</i>	Ground Beetle
<i>Rhadine s. mitchelli</i>	Ground Beetle
<i>Rhadine austinica</i>	Ground Beetle

Endangered Karst Invertebrate Locations in Travis County, Texas. Cave numbers correspond to numbers in Figure 1 and Figures 3-8. TARTEX = *Tartarocreagris texana* pseudoscorpion, TEXRED = *Texella reddelli* harvestman, TEXREY = *Texella reyes* harvestman, NEOMYO = *Neoleptoneta myopica* spider, RHAPER = *Rhadine persephone* beetle, TMPRD = *Texamaurops reddelli* beetle, BATTEX = *Batrissodes texanus* beetle. X = present, P = tentative identification. COA = City of Austin.

CAVE NAME	PRESERVE STATUS	KARST FAUNA REGION	TARTEX	TEXRED	TEXREY	NEOMYO	RHAPER	TMPRD	BATTEX
1 Broken Arrow Cave	COA	Cedar Park					X		X
2 Rolling Rock Cave	TPMD	Cedar Park					X		X
3 McNeil Bat Cave		McNeil/Round Rock			X				
4 Weldon Cave		McNeil/Round Rock			X				
5 Fossil Garden Cave		McNeil/Round Rock			X				
6 No Rent Cave		McNeil/Round Rock			X				
7 Beer Bottle Cave	Not Protected	McNeil/Round Rock			X				
8 Hole-In-The-Road		McNeil/Round Rock			X				
9 Cold Cave		McNeil/Round Rock			X				
10 Fossil Cave	Protected by Owner	McNeil/Round Rock			X				
11 McDonald Cave	COA	McNeil/Round Rock			X				
12 Stovepipe Cave		Jollyville Plateau	P		X	P	X	X	
13 Amber Cave	Individual Preserve	Jollyville Plateau	X					X	
14 Kretschmarr Double Pit		Jollyville Plateau	P	P					
15 Kretschmarr Cave		Jollyville Plateau					P		
16 Gallifer Cave		Jollyville Plateau			X	P	X	X	
17 North Root Cave		Jollyville Plateau					P		
18 Root Cave		Jollyville Plateau			X		X		
19 Tooth Cave		Jollyville Plateau			X	X	X	X	
20 Tardus Hole		Jollyville Plateau	X				X		
21 (Kretschmarr Fluted Sink)		Jollyville Plateau							
22 New Comanche Trail Cave		Jollyville Plateau			X	X			
23 Spider Cave	COA	Jollyville Plateau			P		P		
24 Beard Ranch Cave		Jollyville Plateau			X				
25 Jester Estates Cave	Protected by owner	Jollyville Plateau		X					
26 Cottrell Cave	COA	Central Austin			X				
27 West Rim Cave		Central Austin			X				
28 Bee Creek Cave	Owner Cooperation	Rollingwood		X					
29 Bandit Cave	Owner Cooperation	Rollingwood		P					
30 Cave Y	COA	Rollingwood		P					
31 Lamm Cave	Semi-protected	Jollyville					X		
32 Jest John Cave	COA	Jollyville		X					
33 Little Bee Creek Cave	COA	Rollingwood		X					
34 Millipede Cave		McNeil/Round Rock			X				
35 Japygid Cave	Protected by Owner	Jollyville					X	P	
36 Jollyville Plateau Cave	Protected by Owner	Jollyville			X		X		
37 Etuvial Cave	Protected by Owner	Jollyville			X				
38 Disbelievers Cave	Protected by Owner	Jollyville			X		X		
39 M.M.A. Cave	Protected by Owner	Jollyville	P		X		X	P	
40 Puzzle Pits Cave	Not Protected	Jollyville					X		
KNOWN			2	4	20	2	14	2	2
POSSIBLE			3	3	2	2	3	2	2

SPECIES OF CONCERN

KARST SPECIES OF CONCERN:CAVEFLATWORMS*Sphalloplana mohri*

SPANISH WELLS CAVE

(The Spanish Wells Cave population was described as *S. kutscheri* and some specialists still consider this a distinct species from *S. mohri*.)

SNAILS*Phreatodrobia punctata*

BARTON SPRINGS

Phreatodrobia nugax nugax

BARTON SPRINGS, Salamander Cave (D)

Stygopyrgus bartonensis

BARTON SPRINGS

OSTRACODS*Candona* sp. nr. *stagnalis*

CAVE X, Salamander Cave (D)

AMPHIPODS*Stygobromus balconis*

IRELAND'S CAVE, WHIRLPOOL CAVE

*Stygobromus bifurcatus*ISOPODS*Caecidotea reddelli*

BUDA BOULDER SPRING, CAVE X, JACK'S JOINT

Trichoniscinae N. S.

Austin Caverns (D), BANDIT CAVE

Miktoniscus N. S.

CAVE X

SPIDERS*Cicurina bandida* (#1)

BANDIT CAVE, IRELAND'S CAVE

Cicurina cueva (#4)

CAVE X, FLINT RIDGE CAVE

Cicurina ellioti (#5)

COTTERELL CAVE, FOSSIL GARDEN CAVE,
GALLIFER CAVE, NO RENT CAVE?, WELDON CAVE?,
(9 caves in Williamson County)

Cicurina reddelli (#3)

COTTERELL CAVE

Cicurina reyesi (#6)

AIRMAN'S CAVE

Cicurina travisae (#7)

AMBER CAVE, BROKEN ARROW CAVE, KRETSCHMARR
CAVE, MCDONALD CAVE, ROOT CAVE, SPIDER
CAVE, STOVEPIPE CAVE?, TOOTH CAVE,
Pisarowicz Cave (D), Salamander Cave (D),
(1 in Williamson County)

Cicurina wartoni (#9)

PICKLE PIT

Neoleptoneta coccinea

LOST GOLD CAVE, STARK'S NORTH CAVE

Neoleptoneta devia

MCDONALD CAVE

Eidmannella reclusa

TOOTH CAVE, GALLIFER CAVE?, KRETSCHMARR
CAVE?, STOVEPIPE CAVE?

PSEUDOSCORPIONS*Aphrastochthonius* N. S.

STOVEPIPE CAVE

Tartarocreagris comanche

NEW COMANCHE TRAIL CAVE

Tartarocreagris reddelli

MCDONALD CAVE, (1 or 2 in Williamson
County)

Tartarocreagris intermedia (#2)

AIRMAN'S CAVE, Five Pocket Cave?

Tartarocreagris N. S. 3

(Balcones Canyonlands NWR)

HARVESTMEN*Texella spinoperca* (#2)

AIRMAN'S CAVE

MILLIPEDES*Speodesmus* N. S.

BANDIT CAVE, CAVE X, GET DOWN CAVE, GOAT
CAVE, PENNIE'S CAVE, PIPELINE CAVE,
SLAUGHTER CREEK CAVE, WHIRLPOOL CAVE?,
Beckett's Cave (D), (1 cave in Hays County)

GROUND BEETLES

Rhadine s. subterranea

COTTERELL CAVE, FOSSIL CAVE, FOSSIL GARDEN CAVE, NO RENT CAVE, MCNEIL BAT CAVE, WELDON CAVE, Jollyville Jewel Cave, Millipede Cave, (17 caves in Williamson County)

Rhadine s. mitchelli

AMBER CAVE, KRETSCHMARR CAVE, TOOTH CAVE (13 Caves in Williamson County)

Rhadine austinica

AIRMAN'S CAVE, ARROW CAVE, BANDIT CAVE, BEE CREEK CAVE, BLOWING SINK, CAVE Y, CAVE X, DISTRICT PARK CAVE, FLINT RIDGE CAVE, GET DOWN CAVE, IRELAND'S CAVE, LOST GOLD CAVE, LOST OASIS CAVE, MAPLE RUN CAVE, MIDNIGHT CAVE, PENNIE'S CAVE, WHIRLPOOL CAVE, Serendipity Cave, Spyglass Cave, Sunset Valley Cave, Beckett's Cave (D), Broken Straw Cave, Five Pocket Cave, Grassy Cove Cave (D),

(D) = Destroyed

Caves with all CAPITALS are those identified for protection.

? = Positive identification not made.

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BALCONES CANYONLANDS CONSERVATION PLAN
Shared Vision Funding Assumptions
July 18, 1995

LAND ACQUISITION

- o **City of Austin** has issued General Obligation Bonds totaling \$25.7 million to acquire 9,016 acres in addition to 2,562 acres of lands previously held by the City to contribute to the BCCP preserve system. The new land acquisition program was funded by 1992 BCCP bond authority of \$22.0 million and a portion of 1992 Barton Creek Wilderness Park bond authority of \$3.7 million. The City will complete all its' land acquisition with the 1992 bond authorities by the end of 1994-95. The timing of the City's bond sales and true interest costs were as follows:

1992-93	\$ 8,970,000 at 6.1737%
1993-94	\$ 3,350,000 at 4.7863%
1994-95	\$13,380,000 at 5.8597%

Debt service for these bonds will be funded by \$46,692,372 in property tax revenue.

The City will acquire 2,817 acres through use of available participation certificate revenue from the private sector (see below).

The City will acquire a conservation easement from the Texas Nature Conservancy (TNC) of 3,802 acres out of the 4,023 acres of the Uplands/Sweetwater Ranch tracts. These will be managed by the at a cost of \$43,000 per year, based on an agreement with Freeport McMoran Properties, as a part of the BCCP preserve system. The estimated value of these tracts is \$7,764,390.

- o **Travis County** will manage 507 acres of its current lands as a part of the BCCP preserve system, and acquire and manage an additional 6,818 acres of land and karst areas through the use of tax benefit financing (4,000 acres) and participation certificate revenue (2,818 acres) from the private sector (see below).
- o **Lower Colorado Authority (LCRA)** will manage 2,717 acres of its lands in Travis County as a part of the BCCP preserve system.
- o **Institutional/non-profit groups** such as Travis Audobon Society, the TNC, the University of Texas, two Municipal Utility Districts (MUDs) and the Village of Sunset Valley will manage 5,992 acres as a part of the BCCP preserve system.
- o **The private sector** will fund the balance of the BCCP preserve system by purchase of Participation Certificates at \$5,500 per acre mitigated (5,635 acres). (For purposes of the Plan, the cost of all prospective land acquisition using private or public sector funding assume a land acquisition cost of \$5,500 per acre, until the BCCP preserve system is complete.)

OPERATIONS AND MAINTENANCE (O&M) REQUIREMENTS

General Assumptions: Land management costs for all participants are indexed at rate of 4.0% per year through 2013, and 3.0% per year through 2023. Current dollar land management costs for all Plan participants, unless otherwise stated, is at a current cost of \$25.00 per acre.

- o **Austin** will provide land management, at a current cost of \$35.00 per acre, primarily in the South Lake Austin and Barton Creek macrosites and on land owned by the City prior to 1992 in the other macrosites.
- o **Plan Administration** will be provided by Austin and Travis County, at current participation levels through 1995-96, and then will be reduced to \$170,000 per year in 1996-97 dollars thereafter.
- o **Travis County** will provide land management at a current cost of \$35.00 per acre, on its existing tracts, 4,000 acres of land acquired with tax benefit financing, and 2,818 acres land acquired with participation certificate funding from the private sector.
- o **LCRA** will land manage an existing 2,717 acres in Travis County.
- o **General In-kind Services** for land management on the balance of the unmanaged acreage would be provided by other parties at a current cost of \$25.00 per acre. Other land managers may be able to collect user fees to offset a portion of their land management expenses.

OPERATIONS AND MAINTENANCE (O&M) FUNDING

- o **Austin Drainage Utility Revenue** is 2.00 percent of drainage fee revenues dedicated to fund BCCP O&M (see pro forma for annual levels). This fee revenue is based on the existing service area (currently Austin city limits), for water quality benefits of the BCCP to the Drainage Utility. An annual 2.0 percent service area growth rate is assumed and the revenue generated over 30 years is \$12,483,103 through 2023. Monthly incremental impact and total charges, at the 2.00 percent level, on the following representative bills at current rates is estimated to be:

	Increment -----	Total Bill -----
Residential	\$0.08	\$ 3.90
Convenience Store	\$0.21	\$ 10.51
Large Grocery Store	\$2.47	\$126.16

SHARED VISION FUNDING ASSUMPTIONS

Page 3.

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- o **Austin General Fund Support** will continue at current levels through 1995-96 and then be reduced to the level discussed under Plan Administration. Total funding is \$4,418,900 through 2023.
- o **Travis County General Fund Support** will continue at current levels through 1995-96 and then be reduced to the level discussed under Plan Administration. Total funding is \$4,009,000 through 2023.
- o **LCRA in-kind land management contributions**, through 2023, are valued at \$3,436,438.
- o **Travis County land management contributions** are based on available tax benefit funding and timing of land acquisition accomplished by the County. Funding would be \$9,665,357 on up to 7,325 acres through 2023.
- o **Austin Water & Wastewater in-kind land management contributions**, through 2023, are valued at \$321,416.
- o **General In-Kind land management contributions** from other parties, on up to 7,024 acres are valued at \$8,252,496 under the Plan. These parties would be able to collect user fees to offset some or all of their land management costs.
- o **Texas Nature Conservancy** through the Uplands/Sweetwater Ranch agreements provide \$1,247,000 of land management through 2023.
- o **Participation Certificate Contingency** of \$100 per acre, from the \$5,500 Participation Fee is reserved as a contingency related to the small landowner option and for unanticipated expenses related to preserve system land management. (None of this funding is assumed to be used for O&M Requirements.)
- o **Interest Income** on the working capital balance provided by Austin Drainage Utility revenue and the \$100 portion of the Certificates is invested at an annual rate of 5.0% and provides income of \$1,486,235 under the Plan.

It should be noted that, no assumption is made in the pro forma for the value of land management by entities included in the preserve system acreage as Travis Audubon Society, University of Texas, two municipal utility districts and Sunset Valley with combined contributions totaling 1,194 acres. This value would probably be in the range of \$1.5 million, at a current cost of \$25 per acre.

OTHER ASSUMPTIONS

- o The BCCP Preserve System totals 30,428 acres and is managed by the various parties on a year-to-year basis as set forth on the BCCP

Preserve System Acreage provided with the pro forma.

- o The BCCP Preserve System is fully acquired by the end of 2012-13.
- o The Preserve System acquisition, of the remaining 9,635 acres, is in the following general order of Preserve Management Macrosites:
 - Bull Creek/North Lake Austin
 - Cypress Creek
 - South Lake Austin/Barton Creek

These priorities impact the amount of O&M requirements from the two primary land managers (Travis County and Austin), and would change if the priorities were different. (i. e. The faster land is acquired the higher the total plan cost for O&M through 2023, since O&M costs are not incurred until the land is acquired.)

- o Land development assumptions and related mitigation acreage are documented on a year-to-year basis at the bottom of the pro forma.
- o Providers of Land Management and Preserve Land are summarized and detailed by macrosite at completion of the full preserve system as an attachment.

BALCONES CANYONLANDS CONSERVATION PLAN
Funding Summary 1992-2023
(July 18, 1995)

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REQUIREMENTS:

Land Acquisition (Public)	
City of Austin	\$ 25,700,000
Travis County	30,000,000
City of Austin Debt Service Interest	20,992,372
Land Acquisition (Private Sector)	38,754,990
Preserve System Operations & Maintenance	44,481,639

TOTAL REQUIREMENTS	\$159,929,001
	=====

SOURCES OF FUNDS:

Property Tax Revenue	\$ 46,692,372
Travis County Tax Benefit Funding *	30,000,000
Land Acquisition (Private Participation) *	38,754,990
Austin Drainage Utility (Land Management)	12,483,103
Austin General Fund Support	4,418,900
Travis County General Fund Support	4,009,000
LCRA Land Management	3,436,438
Travis County Land Management*	9,665,357
Austin Water & Wastewater Land Management	321,416
General In-Kind Services (Land Management)	8,252,496
Texas Nature Conservancy (Uplands/Sweetwater)	1,247,000
Participation Fee Contingency (\$100 per Acre)	573,900
Interest Income	1,486,235

SUB-TOTAL SOURCES OF FUNDS	\$161,341,207
Less: Working Capital Balance	(358)
Contingency Reserve (Participation Fees)	(1,411,848)

TOTAL SOURCES OF FUNDS	\$159,929,001
	=====

* Assumes collection of \$5,500 per acre of habitat mitigated on 5,739 acres, in conjunction with Travis County Tax Benefit funding of \$30,000,000 for land acquisition, land improvements and karst acquisition, would complete the preserve system by the end of FY 2013 and fund a contingency reserve of \$1,411,848. It should be noted that \$7,764,390 of private participation is related to the estimated value of the 4,023 acre Uplands and Sweetwater Tracts.

Travis County purchases 6,818 acres of the remaining land to be acquired (9,635 acres), funded through tax benefit financing (4,000 acres) and participation fees from the private sector (2,818 acres). The County manages all this land plus its own 507 acres.

The City manages 7,685 acres throughout the Plan, and 7,025 acres are managed through the use of General In-Kind Services.

BALCONES CANYONLANDS CONSERVATION PLAN PRO FORMA

SHARED VISION PROPOSAL - PARTICIPATION FEE at \$5,500 per Acre on 5,790 Acres

19-Jul-85

	Projected											30 Year Total
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	
LAND ACQUISITION												
Sources of Funds												
City of Austin Bond Proceeds (\$35.7 Million)	0	0	0	0	0	0	0	0	0	0	0	0
Treble County Tax Benefit Funding (\$30 Million)	0	0	0	0	0	0	0	0	0	0	0	0
Private Sector Land Contributions (\$5,400/Acre)	0	0	0	0	0	0	0	0	0	0	0	0
Total Sources of Funds	0	0	0	0	0	0	0	0	0	0	0	0
REQUIREMENTS												
City of Austin Land Acquisition	0	0	0	0	0	0	0	0	0	0	0	0
Treble County Preserve Acquisition (\$20 Million)	0	0	0	0	0	0	0	0	0	0	0	0
Private Sector Land Acquisitions (\$5,500/Acre)	0	0	0	0	0	0	0	0	0	0	0	0
Total Requirements	0	0	0	0	0	0	0	0	0	0	0	0
DEBT SERVICE FUNDING												
City of Austin Property Tax	1,492,477	0	0	0	0	0	0	0	0	0	0	48,892,372
City of Austin Debt Service	1,492,477	0	0	0	0	0	0	0	0	0	0	48,892,372
OPERATIONS AND MAINTENANCE												
Beginning Balance	1,828,935	1,647,156	1,652,077	1,671,022	1,673,439	1,658,593	1,558,108	1,524,864	1,504,498	1,452,951	N.A.	N.A.
Sources of Funds												
Drainage Utility Fee Revenue @ 2.0%	471,059	480,480	480,100	486,902	509,800	520,098	520,500	541,110	551,833	552,971	552,971	12,483,103
Austin General Fund Support	184,000	185,000	174,000	179,000	184,000	180,000	188,000	202,000	208,000	214,000	214,000	4,419,800
Treble County General Fund Support	184,000	185,000	174,000	179,000	184,000	180,000	188,000	202,000	208,000	214,000	214,000	4,419,800
LCRA Land Management Contribution	141,732	145,984	150,280	154,874	159,520	164,305	169,335	174,312	179,341	184,328	189,315	4,088,426
Treble County Land Management Contribution	499,359	514,885	530,127	545,369	560,611	575,853	591,095	606,337	621,579	636,821	652,063	14,288,426
Austin W & W Land Management Contribution	32,152	33,152	34,152	35,152	36,152	37,152	38,152	39,152	40,152	41,152	42,152	931,415
Treble County Land Management Contribution	392,195	402,195	412,195	422,195	432,195	442,195	452,195	462,195	472,195	482,195	492,195	10,248,485
Treble County Land Management Contribution	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	1,247,000
Treble County Land Management Contribution	78,347	78,347	78,347	78,347	78,347	78,347	78,347	78,347	78,347	78,347	78,347	1,486,235
Participation Contingency (Upstream/Downstream)	1,853,913	2,006,448	2,057,801	2,111,008	2,165,072	2,221,988	2,278,785	2,336,432	2,397,938	2,458,288	2,458,288	45,893,845
Interest Income @ 5.0% (Working Capital)	0	0	0	0	0	0	0	0	0	0	0	0
Total Sources of Funds	328,000	338,000	346,000	359,000	369,000	380,000	392,000	404,000	415,000	429,000	429,000	9,387,800
Operations and Maintenance Requirement	527,155	542,870	559,359	576,027	593,218	611,117	629,451	648,334	667,764	687,819	687,819	13,191,028
Habitat Land Management	141,732	145,984	150,280	154,874	159,520	164,305	169,335	174,312	179,341	184,328	189,315	4,088,426
Lower Colorado River Authority (\$25.00 per Acre)	499,359	514,885	530,127	545,369	560,611	575,853	591,095	606,337	621,579	636,821	652,063	14,288,426
Treble County (\$25.00 per Acre)	32,152	33,152	34,152	35,152	36,152	37,152	38,152	39,152	40,152	41,152	42,152	931,415
Austin W & W (\$25.00 per Acre)	392,195	402,195	412,195	422,195	432,195	442,195	452,195	462,195	472,195	482,195	492,195	10,248,485
Treble County (\$25.00 per Acre)	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	43,000	1,247,000
General In-Kind Services (\$25.00 per Acre)	78,347	78,347	78,347	78,347	78,347	78,347	78,347	78,347	78,347	78,347	78,347	1,486,235
Total Operations and Maintenance Requirement	1,932,352	1,990,558	2,048,958	2,108,591	2,169,918	2,234,593	2,300,930	2,368,908	2,438,565	2,509,952	2,509,952	44,491,839
Working Capital Balance	1,547,185	1,542,077	1,571,022	1,573,439	1,568,593	1,558,108	1,524,864	1,504,498	1,482,951	1,412,207	N.A.	N.A.

No. of Acres Developed Contributing to BCCP Funds

Private Acreage Milligated under Sec. 10(a) Permit

Private Acreage Added to Preserve System (CUMULATIVE)

• NOTES: Private land acquisition is 1984-85 includes 97,754,390 for 4,022 acres of the Uplands and Sweetwater tracts, along with a \$43,000 annual O&M cash contribution. Assumes that the \$1,500 special provision options will produce an average mitigation contribution of \$5,500 per acre. \$100 of the Participation Fee is reserved as a contingency related to the special provision options and for unanticipated expenses related to preserve system land management. Participation certificate revenue for land acquisition is split 50/50 between the City and the County.

Treble County Tax Benefit Funding assumes the availability of \$30,000,000 over 20 years, of which \$22,000,000 is for acquisition of 4,000 acres of preserve land, \$2,000,000 is for system improvements, primarily fencing and trails, related to the preserve land, and \$6,000,000 for acquisition of land.

Private Acreage Added to Preserve System (CUMULATIVE)

• NOTES: Private land acquisition is 1984-85 includes 97,754,390 for 4,022 acres of the Uplands and Sweetwater tracts, along with a \$43,000 annual O&M cash contribution.

Assumes that the \$1,500 special provision options will produce an average mitigation contribution of \$5,500 per acre.

\$100 of the Participation Fee is reserved as a contingency related to the special provision options and for unanticipated expenses related to preserve system land management.

Participation certificate revenue for land acquisition is split 50/50 between the City and the County.

Treble County Tax Benefit Funding assumes the availability of \$30,000,000 over 20 years, of which \$22,000,000 is for acquisition of 4,000 acres of preserve land, \$2,000,000 is for system improvements, primarily fencing and trails, related to the preserve land, and \$6,000,000 for acquisition of land.

	1992-93	1993-94	1994-95	1995-96	1996-97	1997-98	1998-99	1999-2000	2000-01	2001-02	2002-03
BCPP PRESERVE SYSTEM ACREAGE SUMMARY											
Austin	0	0	7,507	7,507	7,507	7,507	7,507	7,507	7,507	7,507	7,507
Austin Water and Wastewater Utility			0	176	176	176	176	176	176	176	176
Lower Colorado River Authority	0	0	0	2,717	2,717	2,717	2,717	2,717	2,717	2,717	2,717
Trevia County	0	0	0	576	576	1,293	1,704	2,197	2,197	3,428	3,428
General In-Kind Services	0	4,206	0	4,390	4,390	4,522	4,624	4,970	4,970	5,131	5,131
Other Managed Acreage	0	0	5,677	5,677	5,677	5,677	5,677	5,677	5,677	5,677	5,677
GRAND TOTAL BCCP PRESERVE SYSTEM ACREAGE	0	0	17,392	20,936	21,199	21,587	22,047	22,609	23,254	23,881	24,788

BCCP PRESERVE SYSTEM ACREAGE SUMMARY												
	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13		
Austin	7,507	7,507	7,507	7,507	7,507	7,507	7,507	7,507	7,507	7,507		
Austin Water and Wastewater Utility	176	176	176	176	176	176	176	176	176	176		
Lower Colorado River Authority	2,717	2,717	2,717	2,717	2,717	2,717	2,717	2,717	2,717	2,717		
Trevis County	4,187	5,027	5,943	6,301	6,480	6,660	6,640	7,019	7,198	7,325		
General In-Kind Services	5,483	5,642	5,822	6,002	6,181	6,381	6,541	6,720	6,900	7,025		
Other Managed Acreage	5,677	5,677	5,677	5,677	5,677	5,677	5,677	5,677	5,677	5,677		
GRAND TOTAL BCCP PRESERVE SYSTEM ACREAGE	25,729	26,740	27,944	28,362	28,741	29,100	29,480	29,819	30,178	30,428		

[illegible]

14-Jul-95

USES OF TRAVIS COUNTY TAX BENEFIT REVENUE FOR BCCP-Management of 7,325 Acres @ \$35/Acre

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YEAR	Travis County Tax Benefit Revenue*	ity BCCP Land / O&M Contributor				Total County Contribution	ANNUAL AVAILABLE BALANCE	Contributor As A % of Revenue
		Land	NEW Land	In-Kind Land				
		Acquisition	Management	Management				
1	255,482	231,000	3,955	17,745	252,700	2,782	98.91%	
2	599,079	566,500	11,885	18,455	596,839	5,022	99.17%	
3	1,004,746	962,500	24,001	19,193	1,005,693	4,074	99.60%	
4	1,480,796	1,419,000	41,122	19,961	1,480,083	4,787	99.68%	
5	1,956,845	1,875,500	62,953	20,759	1,959,212	2,420	99.88%	
6	2,432,894	2,321,000	89,914	21,589	2,432,503	2,811	99.88%	
7	2,908,843	2,766,500	122,540	22,453	2,911,493	161	99.99%	
8	3,384,042	3,195,500	161,202	23,351	3,380,052	4,150	99.88%	
9	3,864,042	3,635,500	207,934	24,286	3,867,719	473	99.99%	
10	4,337,091	4,048,000	261,857	25,256	4,335,113	2,451	99.94%	
11	4,813,140	4,498,000	290,853	26,267	4,815,120	471	99.99%	
12	5,264,805	4,481,000	312,186	27,318	4,820,504	444,772	91.55%	
13	5,264,805	0	334,732	28,410	363,142	5,346,435	6.90%	
14	5,264,805	0	358,582	29,547	388,129	4,876,676	7.37%	
15	5,264,805	0	383,835	30,729	414,563	4,850,242	7.87%	
16	5,264,805	0	410,503	31,958	442,460	4,822,345	8.40%	
17	5,264,805	0	438,690	33,236	471,926	4,792,879	8.96%	
18	5,264,805	0	464,793	34,566	499,359	4,765,446	9.48%	
19	5,264,805	0	478,737	35,948	514,685	4,750,120	9.78%	
20	5,264,805	0	493,099	37,027	530,127	4,734,678	10.07%	
21	5,264,805	0	507,892	38,137	546,030	4,718,775	10.37%	
22	5,264,805	0	523,129	39,281	562,410	4,702,395	10.68%	
23	5,264,805	0	538,823	40,460	579,283	4,685,522	11.00%	
24	5,264,805	0	554,988	41,674	596,661	4,668,144	11.33%	
25	5,264,805	0	571,637	42,924	614,561	4,650,244	11.67%	
26	5,264,805	0	588,786	44,212	632,998	4,631,807	12.02%	
27	5,264,805	0	606,450	45,538	651,988	4,612,817	12.38%	
TOTALS	111,273,880	30,000,000	8,845,077	820,280	39,665,356		35.65%	

* SOURCE: Travis County Planning and Budget Office

BALCONES CANYONLANDS CONSERVATION PLAN**Acreage Documentation at Full Preserve System**

BALCONES CANYONLANDS CONSERVATION PLAN -- ACREAGE DOCUMENTATION at FULL PRESERVE SYSTEM

TOTAL BCCP PRESERVE SYSTEM SUMMARY

Preserve Land Provider		Preserve Land Managers										GRAND TOTAL	
	Austin	Austin WWV	LCRA	County	General	Txs Ntr Cn	Audubon	Unv Texas	MUDs	Snat Villy	Providers		
City of Austin													
Previously Owned	2,384	178	0	0	0	0	0	0	0	0	2,562		
Newly Acquired	3,348	0	0	0	4,159	0	0	0	0	0	7,507		
Future Acquisitions	466	0	0	0	1,043	0	0	0	0	0	1,509		
Grand Total Austin	6,198	178	0	0	5,202	0	0	0	0	0	11,578		
Lwr Colrdo Rvr Athrty	0	0	2,717	0	0	0	0	0	0	0	2,717		
Travis County	0	0	0	507	0	0	0	0	0	0	507		
TNC / PWF	0	0	0	0	315	4,183	0	0	0	0	4,498		
Audubon Society	0	0	0	0	0	0	680	0	0	0	680		
UT/Paisano Ranch	0	0	0	0	0	0	0	244	0	0	244		
Cnty Tax Bnft Funding	0	0	0	4,000	0	0	0	0	0	0	4,000		
Cnty Prtcptn Crtfcs	0	0	0	2,818	0	0	0	0	0	0	2,818		
Sunset Valley	0	0	0	0	0	0	0	0	0	15	15		
Muncpal Utty Distrcts	0	0	0	0	0	0	0	0	555	0	555		
City Prtcptn Crtfcs	1,309	0	0	0	1,507	0	0	0	0	0	2,816		
GRAND TOTAL Managers	7,507	178	2,717	7,325	7,024	4,183	680	244	555	15	30,428		

BALCONES CANYONLANDS CONSERVATION PLAN -- ACREAGE DOCUMENTATION at FULL PRESERVE SYSTEM

NORTH RIVER MANAGEMENT AREA SUMMARY

Preserve Land Provider		Preserve Land Managers										GRAND TOTAL			
City of Austin	Austin	Austin WWF	LCRA	County	General	Txs Ntr Cn	Audubon	Unv Texas	MUDs	Snet Vly	Providers				
Previously Owned	1,456	178	0	0	0	0	0	0	0	0	1,634				
Newly Acquired	0	0	0	0	4,159	0	0	0	0	0	4,159				
Future Acquisitions	0	0	0	0	1,043	0	0	0	0	0	1,043				
Grand Total Austin	1,456	178	0	0	5,202	0	0	0	0	0	6,836				
Lwr Colorado Rvr Athrty	0	0	2,688	0	0	0	0	0	0	0	2,688				
Trevle County	0	0	0	277	0	0	0	0	0	0	277				
TNC / PWF	0	0	0	0	315	160	0	0	0	0	475				
Audubon Society	0	0	0	0	0	0	680	0	0	0	680				
UT/Paisano Ranch	0	0	0	0	0	0	0	0	0	0	0				
City Tax Bnft Funding	0	0	0	4,000	0	0	0	0	0	0	4,000				
City Prcptn Crtfcls	0	0	0	1,992	0	0	0	0	0	0	1,992				
Sunset Valley	0	0	0	0	0	0	0	0	0	0	0				
Muncpal Utility Distrcls	0	0	0	0	0	0	0	0	408	0	408				
City Prcptn Crtfcls	1,309	0	0	0	683	0	0	0	0	0	1,992				
GRAND TOTAL Managers	2,765	178	2,688	6,269	6,200	160	680	0	408	0	19,348				

BALCONES CANYONLANDS CONSERVATION PLAN -- ACREAGE DOCUMENTATION at FULL PRESERVE SYSTEM

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Bull Creek Macrosette												
Preserve Land Provider												
Preserve Land Managers												
	Austin	Austin WWI	LCRA	County	General	Txs Ntr Cn	Audubon	Unv Texas	MUDs	Snet Vily		GRAND TOTAL Providers
City of Austin	291	138	0	0	0	0	0	0	0	0		429
Previously Owned												
Newly Acquired	0	0	0	0	410	0	0	0	0	0		410
Forest Ridge	0	0	0	0	88	0	0	0	0	0		88
Hanks	0	0	0	0	133	0	0	0	0	0		133
Lanier	0	0	0	0	236	0	0	0	0	0		236
Canyon Creek	0	0	0	0	151	0	0	0	0	0		151
Franklin Federal	0	0	0	0								
Total Newly Acquired	0	0	0	0	1,018	0	0	0	0	0		1,018
Future Acquisitions												
TCB Jester	0	0	0	0	320	0	0	0	0	0		320
Other to be Acquired	0	0	0	0	273	0	0	0	0	0		273
Total Future Acqstns	0	0	0	0	593	0	0	0	0	0		593
Grand Total Austin	291	138	0	0	1,611	0	0	0	0	0		2,040
Lwr Colrido Rvr Athrty	0	0	0	0	0	0	0	0	0	0		0
Travis County	0	0	0	0	0	0	0	0	0	0		0
TNC / PWF	0	0	0	0	215	0	0	0	0	0		215
Audubon Society	0	0	0	0	0	0	0	0	0	0		0
UT/Paisano Ranch	0	0	0	0	0	0	0	0	0	0		0
Cnty Tax Bnft Funding	0	0	0	2,520	0	0	0	0	0	0		2,520
Cnty Prtceptn Crtfcts	0	0	0	455	0	0	0	0	0	0		455
Sunset Valley	0	0	0	0	0	0	0	0	0	0		0
Muncpal Utty Distrcts	0	0	0	0	0	0	0	0	408	0		408
City Prtceptn Crtfcts	0	0	0	0	0	0	0	0	0	0		0
GRAND TOTAL Managers	291	138	0	2,975	1,826	0	0	0	408	0		5,638

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BALCONES CANYONLANDS CONSERVATION PLAN - ACREAGE DOCUMENTATION at FULL PRESERVE SYSTEM

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Cypress Creek Macro-site

Preserve Land Provider

Preserve Land Managers

City of Austin	Austin	Austin WWI	LCRA	County	General	Txs Ntr Cn	Audubon	Unv Texas	MUDs	Snet Vily	GRAND TOTAL Providers
Previously Owned	0	0	0	0	0	0	0	0	0	0	0
Newly Acquired	0	0	0	0	494	0	0	0	0	0	494
Lime Creek	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
Total Newly Acquired	0	0	0	0	494	0	0	0	0	0	494
Future Acquisitions	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
Total Future Acqstns	0	0	0	0	0	0	0	0	0	0	0
Grand Total Austin	0	0	0	0	494	0	0	0	0	0	494
Lwr Colrdo Rvr Athrty	0	0	2,688	0	0	0	0	0	0	0	2,688
Travis County	0	0	0	50	0	0	0	0	0	0	50
TNC / PWF	0	0	0	0	100	160	0	0	0	0	260
Audubon Society	0	0	0	0	0	0	680	0	0	0	680
UT/Paisano Ranch	0	0	0	0	0	0	0	0	0	0	0
Cnty Tax Bnft Funding	0	0	0	1,480	0	0	0	0	0	0	1,480
Cnty Prtctpn Crtfcts	0	0	0	1,150	0	0	0	0	0	0	1,150
Sunset Valley	0	0	0	0	0	0	0	0	0	0	0
Muncpal Utity Dctrcts	0	0	0	0	0	0	0	0	0	0	0
City Prtctpn Crtfcts	1,309	0	0	0	0	0	0	0	0	0	1,309
GRAND TOTAL Managers	1,309	0	2,688	2,680	594	160	680	0	0	0	8,111

BALCONES CANYONLANDS CONSERVATION PLAN - ACREAGE DOCUMENTATION at FULL PRESERVE SYSTEM

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North Lake Austin Macroeite

Preserve Land Provider

Preserve Land Managers

City of Austin	Austin	Austin WWV	LCRA	County	General	Txs Ntr Cn	Audubon	Unv Texas	MUDs	Snet Vily	GRAND TOTAL
Previously Owned	950	0	0	0	0	0	0	0	0	0	950
Newly Acquired											
Park West	0	0	0	0	468	0	0	0	0	0	468
Coldwater Canyon	0	0	0	0	427	0	0	0	0	0	427
Cortana	0	0	0	0	1,752	0	0	0	0	0	1,752
	0	0	0	0	0	0	0	0	0	0	0
Total Newly Acquired	0	0	0	0	2,647	0	0	0	0	0	2,647
Future Acquisitions											
Long Canyon	0	0	0	0	450	0	0	0	0	0	450
	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
Total Future Acqstns	0	0	0	0	450	0	0	0	0	0	450
Grand Total Austin	950	0	0	0	3,097	0	0	0	0	0	4,047
Lwr Colrdo Rvr Athrty	0	0	0	0	0	0	0	0	0	0	0
Travis County	0	0	0	0	0	0	0	0	0	0	0
TNC / PWF	0	0	0	0	0	0	0	0	0	0	0
Audubon Society	0	0	0	0	0	0	0	0	0	0	0
UT/Paisano Ranch	0	0	0	0	0	0	0	0	0	0	0
Cnty Tax Bnt Funding	0	0	0	0	0	0	0	0	0	0	0
Cnty Prtctpn Crtfcs	0	0	0	387	0	0	0	0	0	0	387
Sunset Valley	0	0	0	0	0	0	0	0	0	0	0
Muncpal Utility Distrcts	0	0	0	0	0	0	0	0	0	0	0
City Prtctpn Crtfcs	0	0	0	0	683	0	0	0	0	0	683
GRAND TOTAL Managers	950	0	0	387	3,780	0	0	0	0	0	5,117

BALCONES CANYONLANDS CONSERVATION PLAN - ACREAGE DOCUMENTATION at FULL PRESERVE SYSTEM

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West Austin Macrosite

Preserve Land Provider

Preserve Land Managers

	Austin	Austin WWF	LCRA	County	General	Txs Ntr Cn	Audubon	Unv Texas	MUDs	Snst Vity	GRAND TOTAL
City of Austin	215	40	0	0	0	0	0	0	0	0	255
Previously Owned	0	0	0	0	0	0	0	0	0	0	0
Newly Acquired	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
Total Newly Acquired	0	0	0	0	0	0	0	0	0	0	0
Future Acquisitions	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
Total Future Acqetns	0	0	0	0	0	0	0	0	0	0	0
Grand Total Austin	215	40	0	0	0	0	0	0	0	0	255
Lwr Colrdo Rvr Athrty	0	0	0	0	0	0	0	0	0	0	0
Travis County	0	0	0	227	0	0	0	0	0	0	227
TNC / PWF	0	0	0	0	0	0	0	0	0	0	0
Audubon Society	0	0	0	0	0	0	0	0	0	0	0
UT/Paisano Ranch	0	0	0	0	0	0	0	0	0	0	0
Cnty Tax Bnft Funding	0	0	0	0	0	0	0	0	0	0	0
Cnty Prcptn Crfctcs	0	0	0	0	0	0	0	0	0	0	0
Sunset Valley	0	0	0	0	0	0	0	0	0	0	0
Muncpal Utlty Distrctc	0	0	0	0	0	0	0	0	0	0	0
City Prcptn Crfctcs	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL Managers	215	40	0	227	0	0	0	0	0	0	482

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BALCONES CANYONLANDS CONSERVATION PLAN - ACREAGE DOCUMENTATION at FULL PRESERVE SYSTEM

SOUTH RIVER MANAGEMENT AREA SUMMARY

Preserve Land Provider	Preserve Land Managers										GRAND TOTAL Providers
	Austin	Austin WWI	LCRA	County	General	Txs Ntr Cn	Audubon	Unv Texas	MUDa	Snet Vily	
City of Austin	928	0	0	0	0	0	0	0	0	0	928
Previously Owned	3,348	0	0	0	0	0	0	0	0	0	3,348
Newly Acquired	466	0	0	0	0	0	0	0	0	0	466
Future Acquisitions	4,742	0	0	0	0	0	0	0	0	0	4,742
Grand Total Austin	928	0	0	0	0	0	0	0	0	0	928
Lwr Colorado Rvr Athrty	0	0	29	0	0	0	0	0	0	0	29
Travis County	0	0	0	230	0	0	0	0	0	0	230
TNC / PWF	0	0	0	0	0	4,023	0	0	0	0	4,023
Audubon Society	0	0	0	0	0	0	0	0	0	0	0
UT/Paisano Ranch	0	0	0	0	0	0	0	244	0	0	244
Cnty Tax Bnft Funding	0	0	0	0	0	0	0	0	0	0	0
Cnty Prcptn Crtfcts	0	0	0	826	0	0	0	0	0	0	826
Sunset Valley	0	0	0	0	0	0	0	0	0	15	15
Muncpal Utity Dctrcts	0	0	0	0	0	0	0	0	147	0	147
City Prcptn Crtfcts	0	0	0	0	824	0	0	0	0	0	824
GRAND TOTAL Managers	4,742	0	29	1,056	824	4,023	0	244	147	15	11,080

BALCONES CANYONLANDS CONSERVATION PLAN -- ACREAGE DOCUMENTATION at FULL PRESERVE SYSTEM

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South Lake Austin Macroelette

Preserve Land Provider

Preserve Land Managers

City of Austin	Austin	Austin WWV	LCRA	County	General	Txe Ntr Cn	Audubon	Unv Texas	MUDs	Snet Vily	GRAND TOTAL
Previously Owned	115	0	0	0	0	0	0	0	0	0	115
Newly Acquired	820	0	0	0	0	0	0	0	0	0	820
Relcher Ranch	1,729	0	0	0	0	0	0	0	0	0	1,729
Double J&T Ranch	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
Total Newly Acquired	2,549	0	0	0	0	0	0	0	0	0	2,549
Future Acquisitions	466	0	0	0	0	0	0	0	0	0	466
Bohls Ranch	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
Total Future Acqetns	466	0	0	0	0	0	0	0	0	0	466
Grand Total Austin	3,130	0	0	0	0	0	0	0	0	0	3,130
Lwr Colrdo Rvr Athrty	0	0	0	0	0	0	0	0	0	0	0
Travis County	0	0	0	0	0	0	0	0	0	0	0
TNC / PWF	0	0	0	0	0	0	0	0	0	0	0
Audubon Society	0	0	0	0	0	0	0	0	0	0	0
UT/Paisano Ranch	0	0	0	0	0	0	0	0	0	0	0
Cnty Tax Bnft Funding	0	0	0	0	0	0	0	0	0	0	0
Cnty Prcptpn Crctics	0	0	0	826	0	0	0	0	0	0	826
Sunset Valley	0	0	0	0	0	0	0	0	0	0	0
Muncpal Utility Detctcs	0	0	0	0	0	0	0	0	147	0	147
Chy Prcptpn Crctics	0	0	0	0	388	0	0	0	0	0	388
GRAND TOTAL Managers	3,130	0	0	826	388	0	0	0	147	0	4,491

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BALCONES CANYONLANDS CONSERVATION PLAN -- ACREAGE DOCUMENTATION at FULL PRESERVE SYSTEM

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Barton Creek Macroeite		Preserve Land Managers										GRAND TOTAL	
Preserve Land Provider		Austin	Austin WWI	LCRA	County	General	Txs Mtr Cn	Audubon	Unv Texas	MUDs	Snat Vily	Providers	
City of Austin		813	0	0	0	0	0	0	0	0	0	813	
Previously Owned													
Newly Acquired													
Gaines Ranch		764	0	0	0	0	0	0	0	0	0	764	
Senna Hills		35	0	0	0	0	0	0	0	0	0	35	
		0	0	0	0	0	0	0	0	0	0	0	
		0	0	0	0	0	0	0	0	0	0	0	
Total Newly Acquired		799	0	0	0	0	0	0	0	0	0	799	
Future Acquisitions		0	0	0	0	0	0	0	0	0	0	0	
Total Future Acqetns		0	0	0	0	0	0	0	0	0	0	0	
Grand Total Austin		1,612	0	0	0	0	0	0	0	0	0	1,612	
Lwr Colrdo Rvr Athrty		0	0	0	0	0	0	0	0	0	0	0	
Travis County		0	0	0	0	0	0	0	0	0	0	0	
TNC / PWF		0	0	0	0	0	4,023	0	0	0	0	4,023	
Audubon Society		0	0	0	0	0	0	0	0	0	0	0	
UT/Paisano Ranch		0	0	0	0	0	0	0	244	0	0	244	
Cnty Tax Bnft Funding		0	0	0	0	0	0	0	0	0	0	0	
Cnty Pricptn Crtfcts		0	0	0	0	0	0	0	0	0	0	0	
Sunset Valley		0	0	0	0	0	0	0	0	0	15	15	
Muncpal Utty Distrcts		0	0	0	0	0	0	0	0	0	0	0	
City Pricptn Crtfcts		0	0	0	0	436	0	0	0	0	0	436	
GRAND TOTAL Managers		1,612	0	0	0	436	4,023	0	244	0	15	6,330	

BALCONES CANYONLANDS CONSERVATION PLAN -- ACREAGE DOCUMENTATION at FULL PRESERVE SYSTEM

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Pedernales River Macrosite
Preserve Land Provider

Preserve Land Managers

	Austin	Austin WWV	LCRA	County	General	Txs Ntr Cn	Audubon	Unv Taxes	MUDs	Snat Vly	GRAND TOTAL Providers
City of Austin	0	0	0	0	0	0	0	0	0	0	0
Previously Owned	0	0	0	0	0	0	0	0	0	0	0
Newly Acquired	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
Total Newly Acquired	0	0	0	0	0	0	0	0	0	0	0
Future Acquisitions	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
Total Future Acqetns	0	0	0	0	0	0	0	0	0	0	0
Grand Total Austin	0	0	0	0	0	0	0	0	0	0	0
Lwr Colrdo Rvr Athrty	0	0	29	0	0	0	0	0	0	0	29
Travis County	0	0	0	230	0	0	0	0	0	0	230
TNC / PWF	0	0	0	0	0	0	0	0	0	0	0
Audubon Society	0	0	0	0	0	0	0	0	0	0	0
UT/Palsano Ranch	0	0	0	0	0	0	0	0	0	0	0
Cnty Tax Bnft Funding	0	0	0	0	0	0	0	0	0	0	0
Cnty Prticipn Crftcs	0	0	0	0	0	0	0	0	0	0	0
Sunset Valley	0	0	0	0	0	0	0	0	0	0	0
Muncpal Utility Distrcls	0	0	0	0	0	0	0	0	0	0	0
City Prticipn Crftcs	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL Managers	0	0	29	230	0	0	0	0	0	0	259

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PARTICIPATION FEE CALCULATIONS UNDER THE BALCONES CANYONLANDS CONSERVATION PLAN

The attached figures offer a schematic representation of the maps of Golden-cheeked Warbler habitat which will be used for determination of fees under the Shared Vision of the Balcones Canyonlands Conservation Plan, along with examples of development projects in and near such habitat. Each figure is accompanied by a description of its examples and how the Participation Fees would be calculated. *Important Note:* These examples are all presumed to be within the jurisdiction of a BCCP Permit Holder.

Figure 1 sets the backdrop by showing how warbler habitat is represented in later examples. This figure also indicates the basic Participation Fee structure in each zone. The original reference which will be used for warbler habitat determinations is: "Golden-cheeked Warbler Habitat Analysis" prepared for the U.S. Fish & Wildlife Service by DLS Associates (June 1993) as updated periodically.

Figures 2 and 3 show the simplest possible property configurations (assumed to be all developed). The representations of development shown here are obviously very simplistic. They indicate how the arithmetic works for calculation of Participation Fees for various situations.

In **Figure 4**, some of the complexity of the land development process is added. This set of six examples shows development projects (each is assumed to be a single parcel under one ownership or control) which may be all within or partially within habitat. They also represent variations on whether the parcel will remain an unsubdivided single lot (examples J and M) or will undergo subdivision into two or more lots. Examples K and N indicate configurations which attempt to subdivide out the acreage to be developed while leaving blocks of habitat in undeveloped lots. In practice, the undeveloped portions of all these examples might be land which is constrained by floodplains, water quality buffers, steep slopes, or other environmental requirements in the land development code of a local jurisdiction. They may also be partially a matter of choice by the landowner/developer with respect to the desired configuration of the development. Notice that for any development configuration, off-site indirect impacts will not be included in the calculation of Participation Fees by the simplified approach in the Shared Vision methodology.

In **Figures 5a and 5b**, a more realistic but still simplified portrait of a hypothetical development is shown. Notice that the warbler habitat cuts across the boundaries of lots, steep slopes, water quality zones, etc. The simplified approach towards Participation Fees as crafted in the Shared Vision must, by its very design, ignore much of the complexity in such a configuration. The simplicity, timeliness, and cost savings implicit in the simplified approach comes at a cost of a lack of subtlety to respond to such environmental and regulatory complexity. To landowners who may seek an advantage in examining such detail, the pathway of negotiating an individual 10(a) permit is always available.

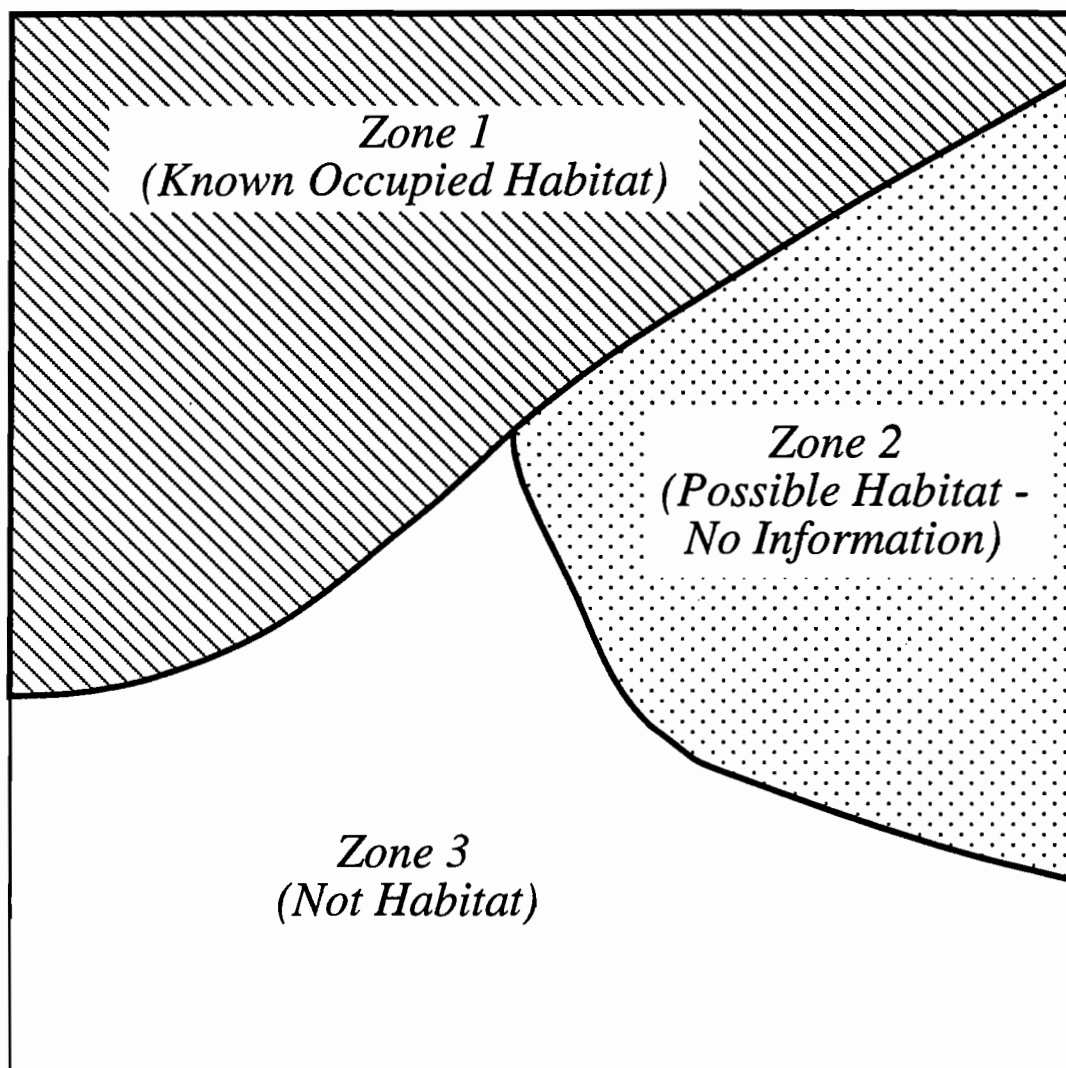


Figure 1. Description of Warbler Habitat Zones

- Zone 1 - Known Occupied Habitat -- Determined from actual sightings.
Participation Fee is **\$5,500 per acre.**
- Zone 2 - Possible habitat (based on vegetation characteristics) but
no information available from actual field surveys.
Participation Fee is \$5,500 per 2 acres, or **\$2,750 per acre.**
- Zone 3 - Not Occupied Warbler Habitat (based on land use,
vegetation characteristics, and/or actual field surveys).
No Participation Fees required.

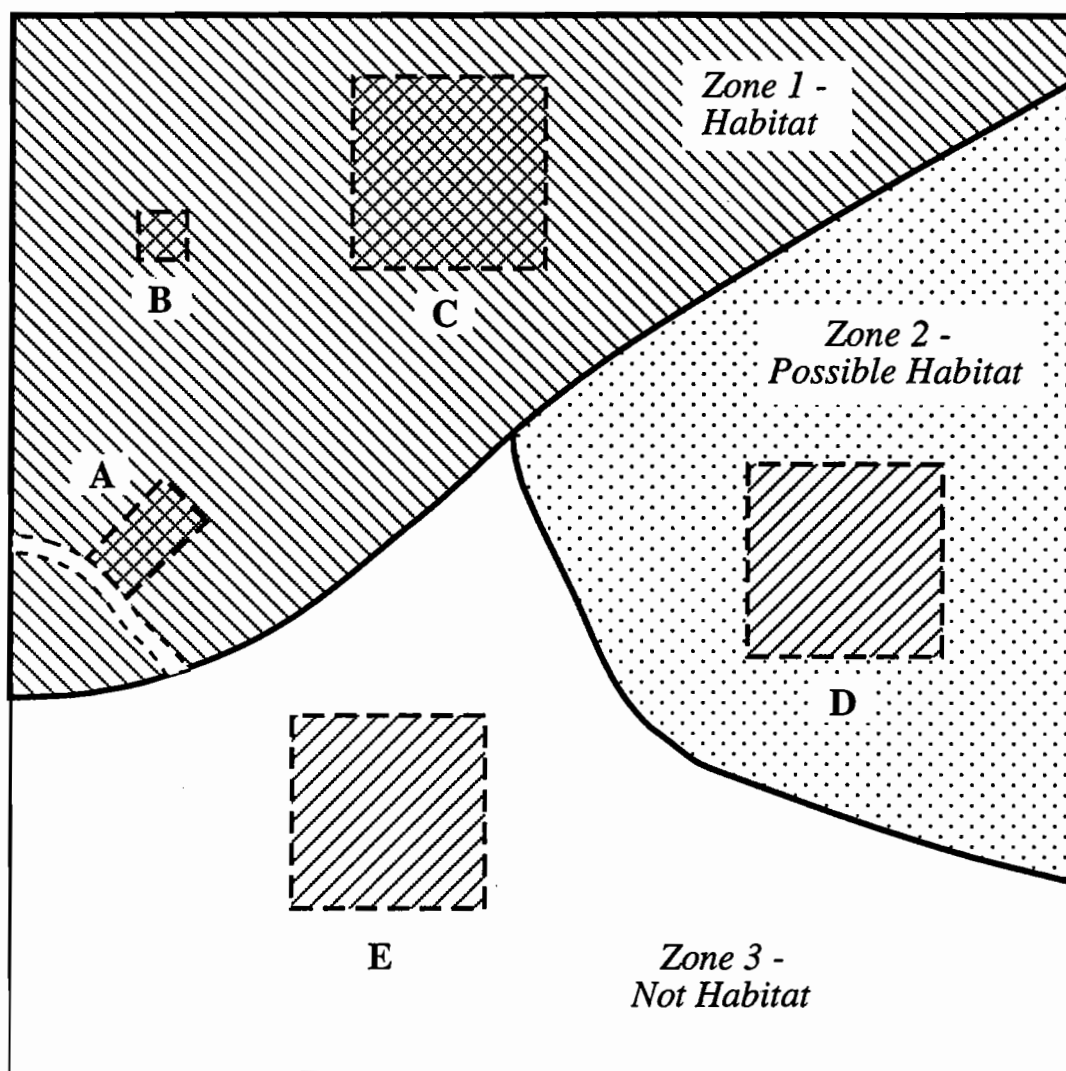


Figure 2. Simple Examples

Property A: Pre-existing lot (before 5/4/90) up to 20 acres, in habitat; proposed for only one single-family home. Fee: **\$1,500***.

Property B: 5-acre development, all in habitat. Fee: **5 acres x \$5,500 = \$27,500.**

Property C: 100-acre development, all habitat. Fee: **100 acres x \$5,500 = \$550,000.**

Property D: 100-acre development, all in Zone 2. Fee: **(100 acres ÷ 2) x \$5,500 = \$275,000.**

Property E: 100-acre development, no habitat. **No participation fee required.**

* Under the USFWS small lot owner provisions, the fee will be \$1,500.

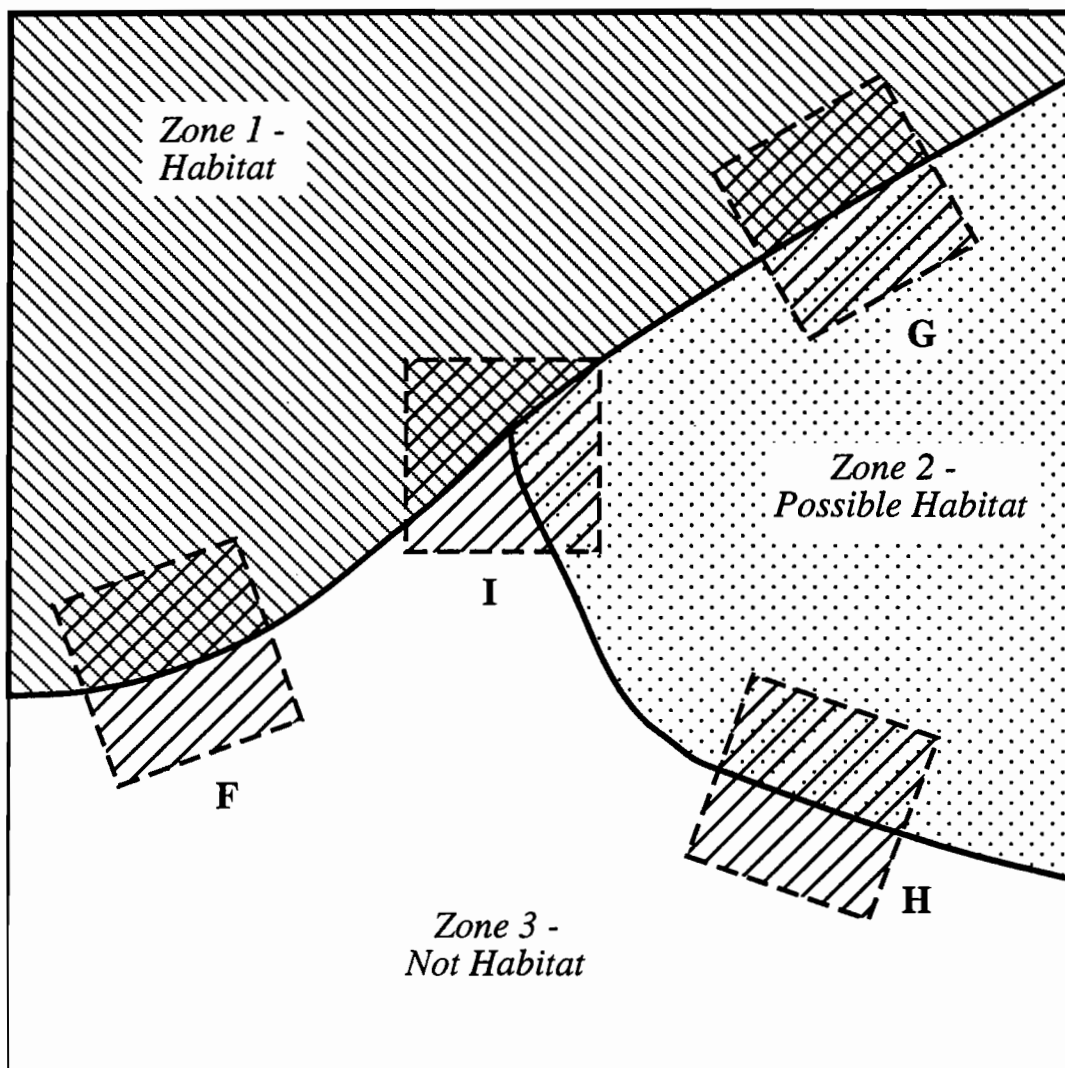


Figure 3. Projects Which Overlap Two or More Zones

Property F: 100-acre development proposal; 50 acres in habitat, 50 acres not in habitat.
 Fee: $(50 \text{ acres} \times \$5,500) + \text{zero} = \$275,000$.

Property G: 100-acre development proposal; 50 acres in habitat, 50 acres in possible habitat. Fee: $(50 \text{ acres} \times \$5,500) + (25 \text{ acres} \times \$5,500) = \$412,500$.

Property H: 100-acre development proposal; 50 acres in possible habitat, 50 acres not in habitat. Fee: $(25 \text{ acres} \times \$5,500) + \text{zero} = \$137,500$.

Property I: 100-acre development proposal; one third of project in each zone. Fee: $(33\text{-}1/3 \text{ acres} \times \$5,500) + (16\text{-}2/3 \text{ acres} \times \$5,500) = \$275,000$.

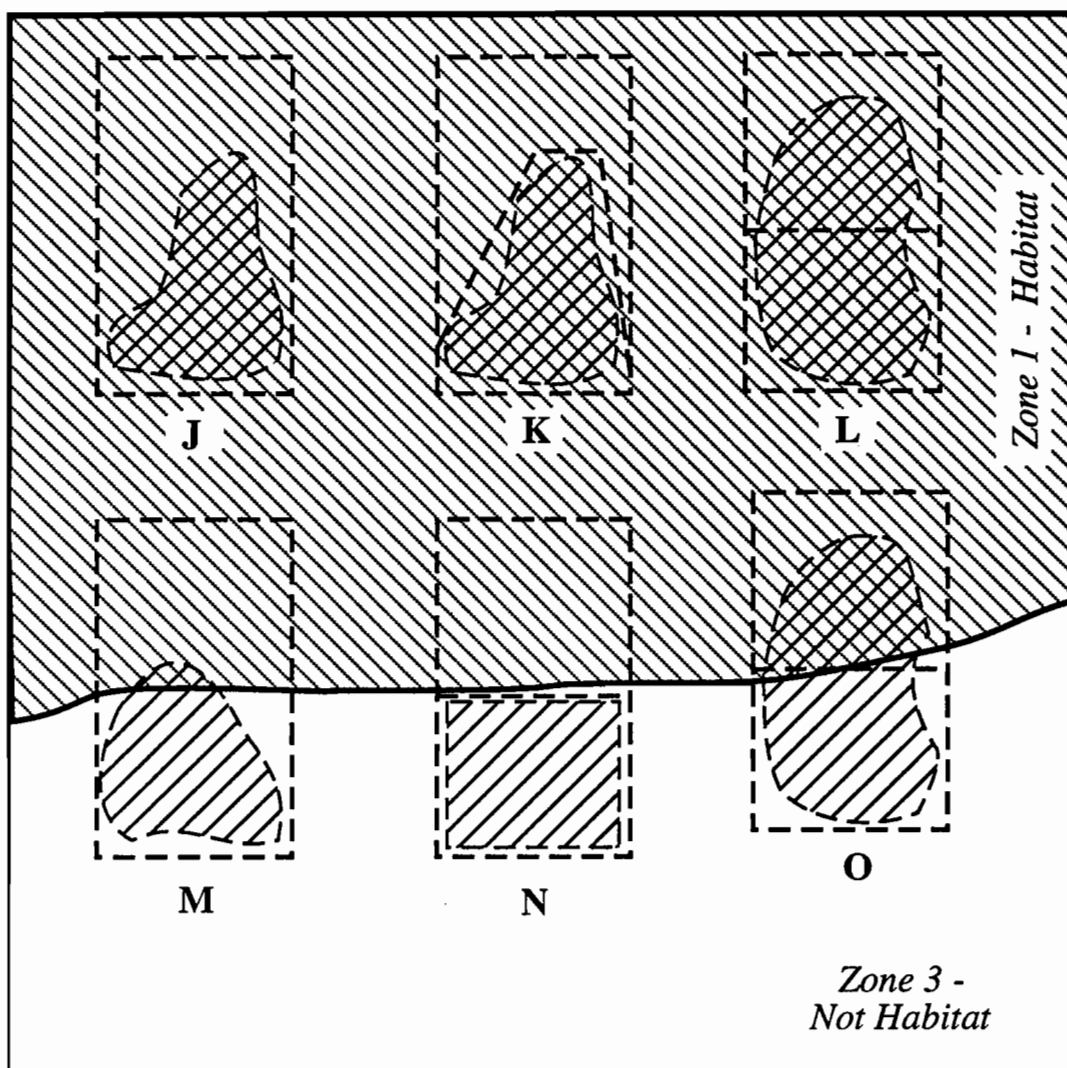


Figure 4. Leaving Undeveloped Areas; Subdividing a Parcel

For ease of comparison, all of these examples represent 100-acre parcels (development proposals). All examples except J and M involve subdividing the parcel into multiple lots (shown here simply as two lots). The area of development (e.g., limits of construction or development envelope) is shown as hatching from lower left to upper right; actual development within habitat is therefore cross-hatched.

Development proposals J, K and L would each pay: $100 \text{ acres} \times \$5,500 = \$550,000$:

Property J: An unsubdivided, single legal lot, all in habitat, but only 50 acres of actual development.

Property K: Entire parcel is within habitat including all proposed development, but undisturbed areas proposed to be platted as permanent open space, etc.

Property L: Entire parcel is within habitat including all proposed development; development approval for individual sections may occur simultaneously or may be phased.

Development proposals M, N and O would each pay: $50 \text{ acres} \times \$5,500 = \$275,000$:

Property M: An unsubdivided, single legal lot, only 50 acres of which is within habitat; all but 10 acres of the development is designed to be outside of habitat.

Property N: Half of parcel is within habitat but all proposed development is outside of habitat, undisturbed areas proposed to be platted as permanent open space, etc.

Property O: Parcel subdivided into multiple lots, 50 acres of habitat; development occurring both within and outside of habitat, perhaps phased as in example L.

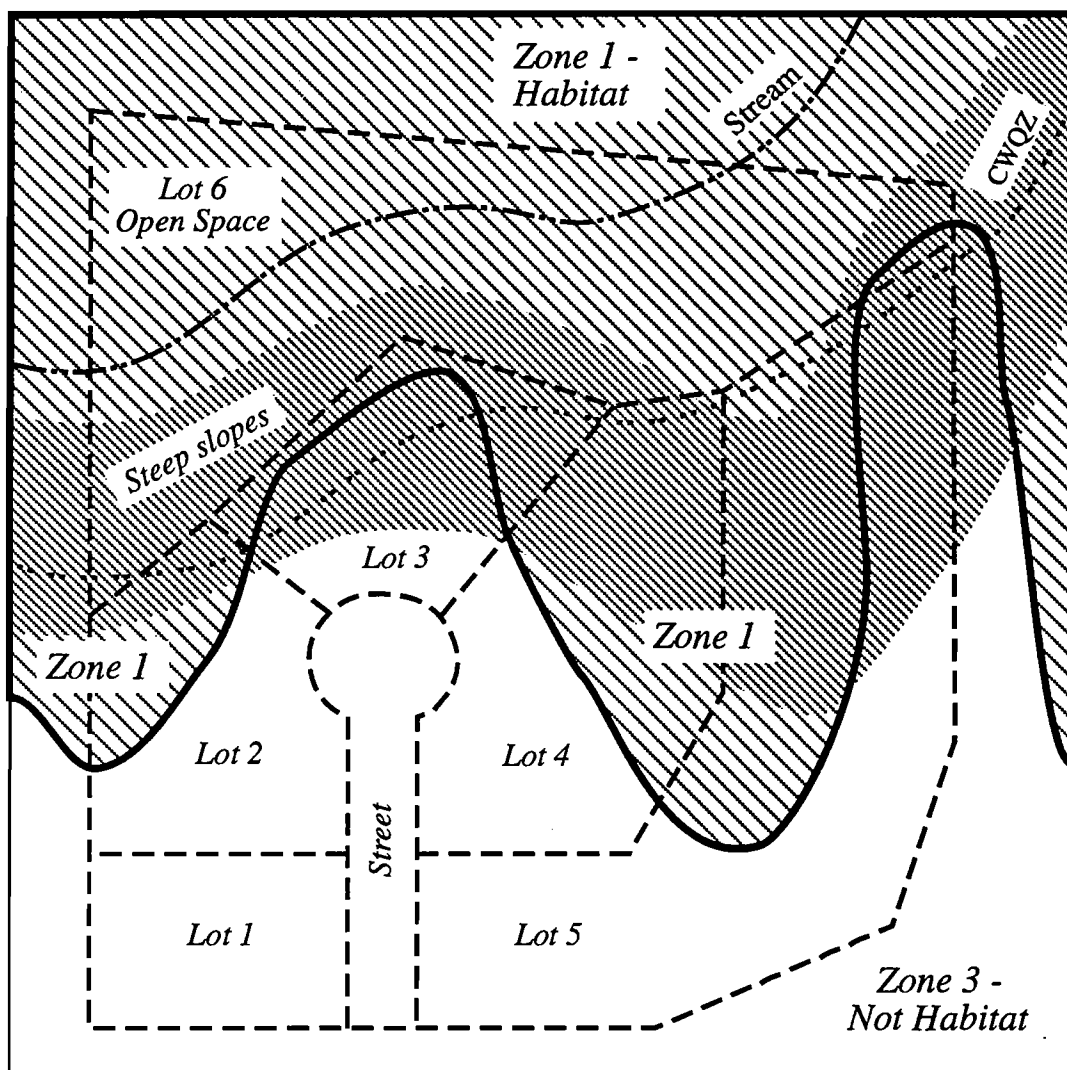


Figure 5a. "Real World" Example

In this example, a small residential subdivision is being platted with a single street and a total of **six lots**, five of which will have homes; the sixth lot will be platted as permanent open space. The property is traversed by a **stream** which has a **Critical Water Quality Zone (CWQZ)**; perhaps 200 feet wide) as defined in the City of Austin Land Development Code. **Steep slopes** are present adjacent to the creek and within portions of five lots. The developer has designed the subdivision to include a buildable area for each house. To reach a particular residential market and at the same time comply with various aspects of the City's code, four of the five residential lots have been laid out to encompass some area of steep slopes and small portions of the CWQZ.

Warbler habitat (Zone 1) covers much of the northern half of the property, including almost all of the floodplain and much of the steep slopes. Lot 6 has been designed to include the waterway and much of the CWQZ; Lot 6 also contains some of the steep slopes and a significant portion of the warbler habitat on the property. Nonetheless, small to moderate portions of residential lots 2-5 also contain warbler habitat. The following figure indicates the portion of this project which would be subject to Participation Fees under the regional 10(a) permit.

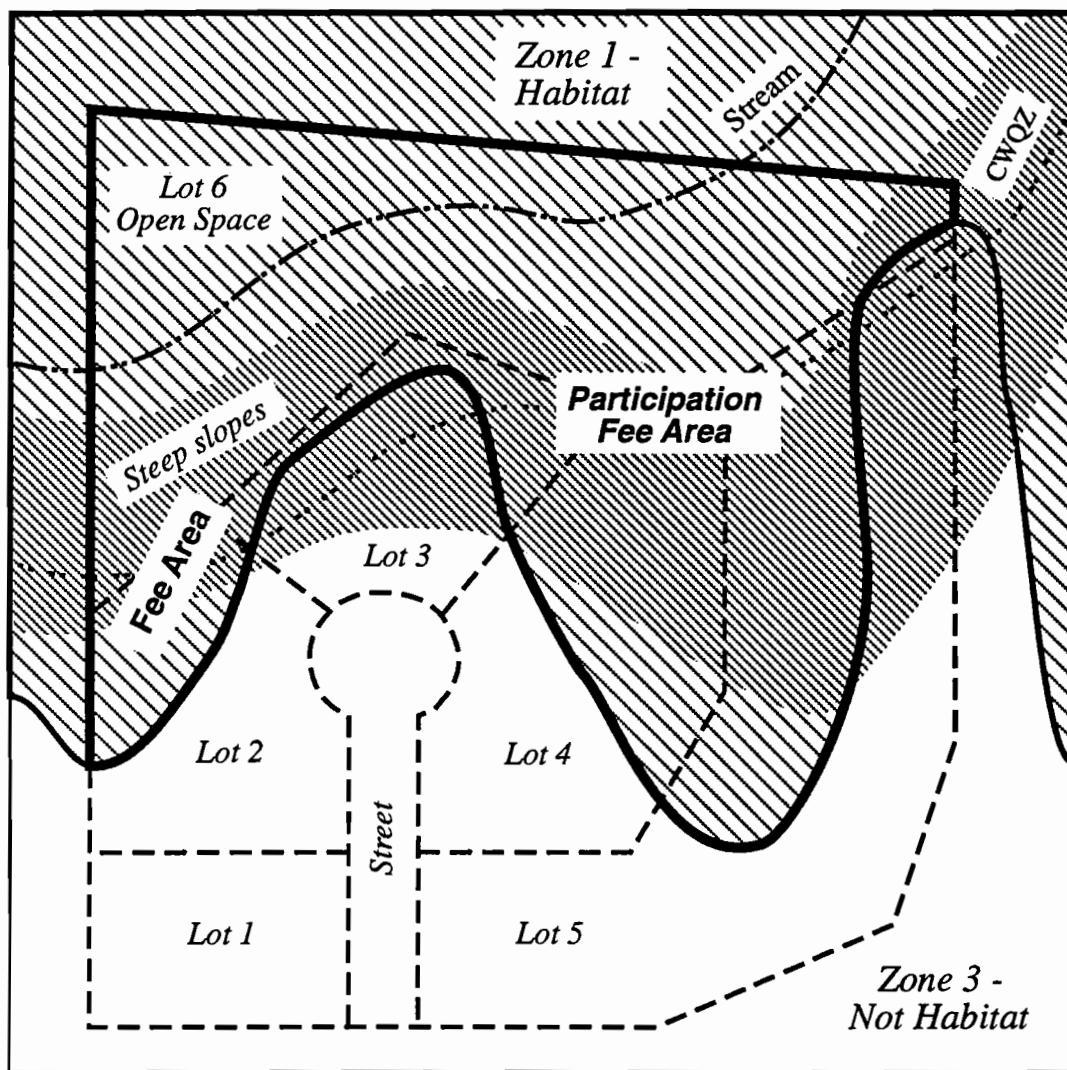


Figure 5b. Participation Fee Area for "Real World" Example

The Participation Fee area in this example is shown in the **heavy black outlined area**. It is calculated from the overlap of the development proposal with known warbler habitat (Zone 1), irrespective of floodplains, steep slopes, or the proposed status of the individual lots.

An **exception** to this Participation Fee area calculation may occur if the open space lot or lots (e.g. lot 6 in this example) are proposed to be deeded to a Permit Holder for **permanent public use**. Such lots might be designated for parkland or preserve purposes, fire stations, schools, etc., but are **accepted at the sole discretion of the public entity**. In such cases, the areas deeded to the Permit Holder may be removed from calculation of Participation Fees. This exception derives from the fact that the Permit Holders, by virtue of their other contributions to the BCCP, are mitigated for public projects.

LEGAL AUTHORITY

There is a wide range of existing constitutional and statutory powers vested in local and state units of government which clearly enables the participating entities to adopt and implement the Balcones Canyonlands Conservation Plan (BCCP). The City of Austin as a home-rule city may exercise any power authorized by its charter as long as it is not inconsistent with the constitution and general laws of the state (Tex. Const. art. XI, sec. 5; Tex. Local govt. Code sec. 51.072). The primary authority of Travis County to adopt and enforce the BCCP is found in Parks and Wildlife Code Section 83.006. This section provides a framework for a regional plan and empowers cities within their extra-territorial jurisdiction and counties to adopt and enforce a plan.

Municipalities and counties have broad constitutional and statutory authority to issue bonds and levy taxes for the purposes of acquiring and maintaining parklands. Local Government Code Section 331 authorizes municipalities and counties to issue bonds and levy taxes to acquire and maintain parkland and to enter into agreements with Texas Parks and Wildlife Department for land management.

The Texas Interlocal Cooperation Act authorizes multi-agency agreements among political subdivisions to allow assignment of financial, management, and enforcement responsibilities.

NO SURPRISES

ASSURING CERTAINTY FOR PRIVATE LANDOWNERS IN ENDANGERED SPECIES ACT HABITAT CONSERVATION PLANNING

U.S. FISH AND WILDLIFE SERVICE
NATIONAL MARINE FISHERIES SERVICE

AUGUST 11, 1994

"The Committee intends that the Secretary may utilize this provision [on HCPs] to approve conservation plans which provide long-term commitments regarding the conservation of listed as well as unlisted species and long-term assurances to the proponent of the conservation plan that the terms of the plan will be adhered to and that further mitigation requirements will only be imposed in accordance with the terms of the plan. In the event that an unlisted species addressed in an approved conservation plan is subsequently listed pursuant to the Act, no further mitigation requirements should be imposed if the conservation plan addressed the conservation of the species and its habitat as if the species were listed pursuant to the Act.

....

"It is also recognized that circumstances and information may change over time and that the original plan might need to be revised. To address this situation the Committee expects that any plan approved for a long-term permit will contain a procedure by which the parties will deal with unforeseen circumstances."

*H. Rep. No. 835, 97 Cong., 2d Sess. 30-31 (1982)
(1982 ESA Amendments Conference Report)*

PURPOSE: The purpose of this policy is to provide assurances to non-federal landowners participating in Habitat Conservation Planning (HCP) that no additional land restrictions or financial compensation will be required from an HCP permittee for species adequately covered by a properly functioning HCP in light of unforeseen or extraordinary circumstances.

SUPPLEMENTARY INFORMATION: The HCP process under the Endangered Species Act (ESA) promotes endangered species conservation and habitat protection within the context of land use or development. Where appropriate, HCPs contribute to the long-term conservation of federally listed and unlisted species, while providing predictability and economic stability for non-federal landowners.

Species receive a variety of benefits under a properly functioning HCP. Private financial resources supplement limited federal funding, essential habitat areas are often preserved or managed differently, and comprehensive conservation programs are developed and promptly implemented. Although landowners must ultimately demonstrate that a species has been covered adequately under an HCP, the major benefit from the HCP process from the perspective of the development community or land manager is certainty. In exchange for adherence to long-term conservation commitments, an HCP permittee is provided assurance that development or land use may move forward despite the incidental taking of protected species.

Significant development projects often take many years to complete, therefore adequate assurances must be made to the financial and developmental communities that an HCP permit will remain valid for the life of the project. In authorizing the HCP process, Congress recognized that, within the constraints of the best available scientific information, permits of 30 years or more may be necessary to trigger long-term private sector funding and land use commitments for species conservation. Congress also recognized that circumstances may change over time, generating pressure to reconsider the mitigation commitments in an HCP agreement. Often referred to as "unforeseen" or extraordinary circumstances, Congress intended that additional mitigation requirements not be imposed upon an HCP permittee who has fully implemented his or her conservation commitments except as may be provided for under the terms of the HCP itself.

POLICY: In negotiating "unforeseen circumstances" provisions for HCPs, the Fish and Wildlife Service and National Marine Fisheries Service (Services) shall not require the commitment of additional land or financial compensation beyond the level of mitigation which was otherwise adequately provided for a species under the terms of a properly functioning HCP. Moreover, the Services shall not seek any other form of additional mitigation from an HCP permittee except under extraordinary circumstances.

A. General Assurances Provided to Landowners

- * If additional mitigation measures are subsequently deemed necessary to provide for the conservation of a species that was otherwise adequately covered under the terms of a properly functioning HCP, the primary obligation for such measures shall not rest with the HCP permittee.
- * If extraordinary circumstances warrant the requirement of additional mitigation from an HCP permittee who is in compliance with the HCP's obligations, such mitigation shall limit changes to the original terms of the HCP to the maximum extent possible and shall be limited to modifications within Conserved Habitat areas or to the HCP's operating conservation program for the affected species. Additional mitigation requirements shall not involve the payment of additional compensation or apply to parcels of land available for development or land management under the original terms of the HCP without the consent of the HCP permittee. The Services retain the right, as authorized by section 5 of the ESA, to acquire endangered or threatened species habitat by purchase when additional conservation measures are necessary for a listed species included under an HCP.
- * The Services shall not seek additional mitigation for a species from an HCP permittee where the terms of a properly functioning HCP agreement were designed to provide an overall net benefit for that particular species and contained measurable criteria for the biological success of the HCP which have been or are being met.

B. Determination of Extraordinary Circumstances.

- * The Services shall have the burden of demonstrating that such extraordinary circumstances exist, using the best scientific and commercial data available. The Services findings must be clearly documented and based upon reliable technical information regarding the status and habitat requirements of the affected species.
- * In deciding whether any extraordinary circumstances exist which might warrant requiring additional mitigation from an HCP permittee, the Services shall consider, but not be limited to, the following factors:
 - the size of the current range of the affected species
 - the percentage of range adversely affected by the HCP
 - the percentage of range conserved by the HCP
 - the ecological significance of that portion of the range affected by an HCP
 - the level of knowledge about the affected species and the degree of specificity of the species' conservation program under the HCP
 - whether the HCP was originally designed to provide an overall net benefit to the affected species and contained measurable criteria for assessing the biological success of the HCP
 - whether failure to adopt additional conservation measures would appreciably reduce the likelihood of survival and recovery of the affected species in the wild

C. Additional Conservation Authority

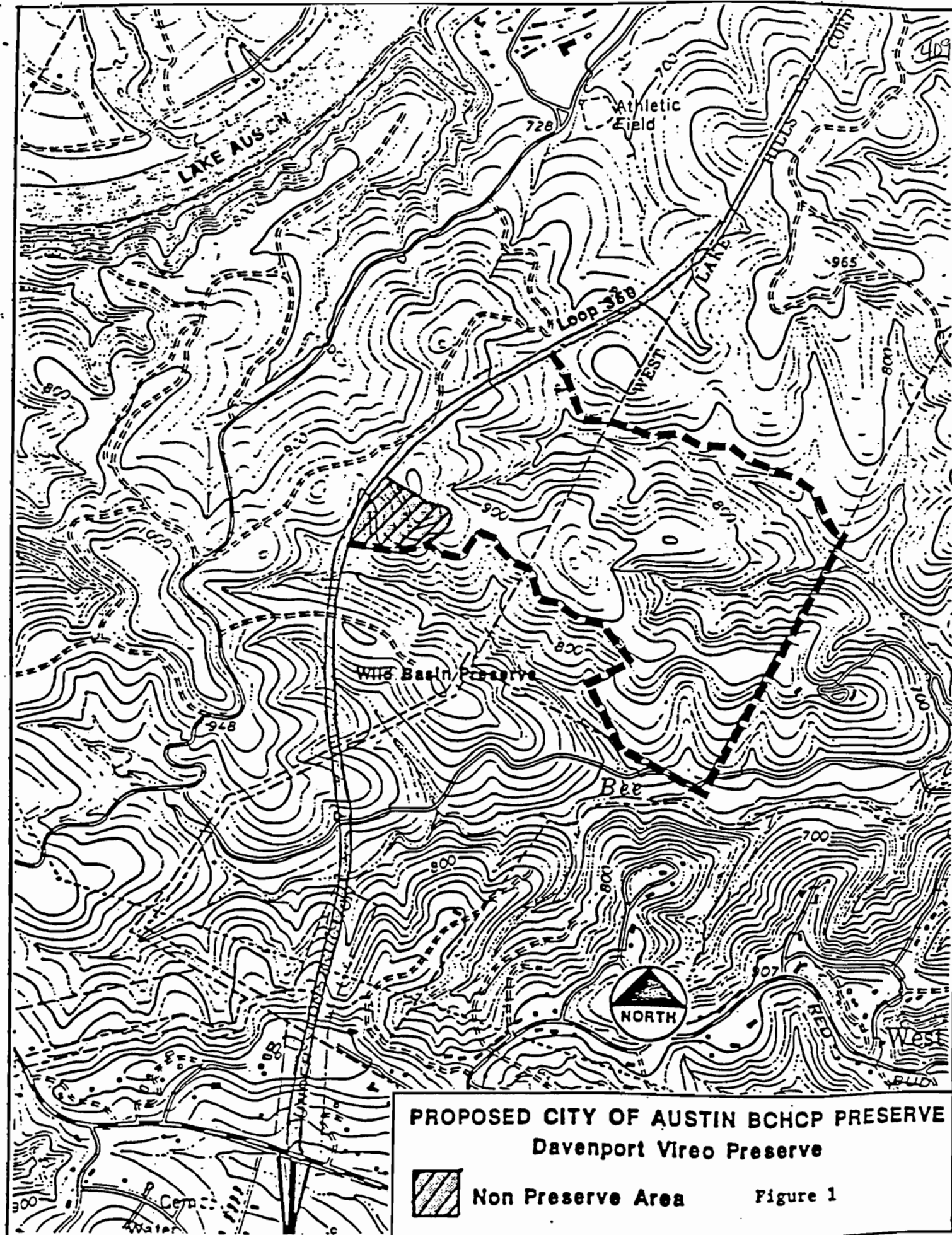
- * Nothing in this policy shall be construed to limit or constrain the Services or any other governmental agency from taking any additional actions at its own cost with respect to the conservation or enhancement of a species which is included under an HCP.

EXHIBIT "B"

Maps of Designated Preserve System Lands

2,562 acres - City of Austin

507 acres - Travis County

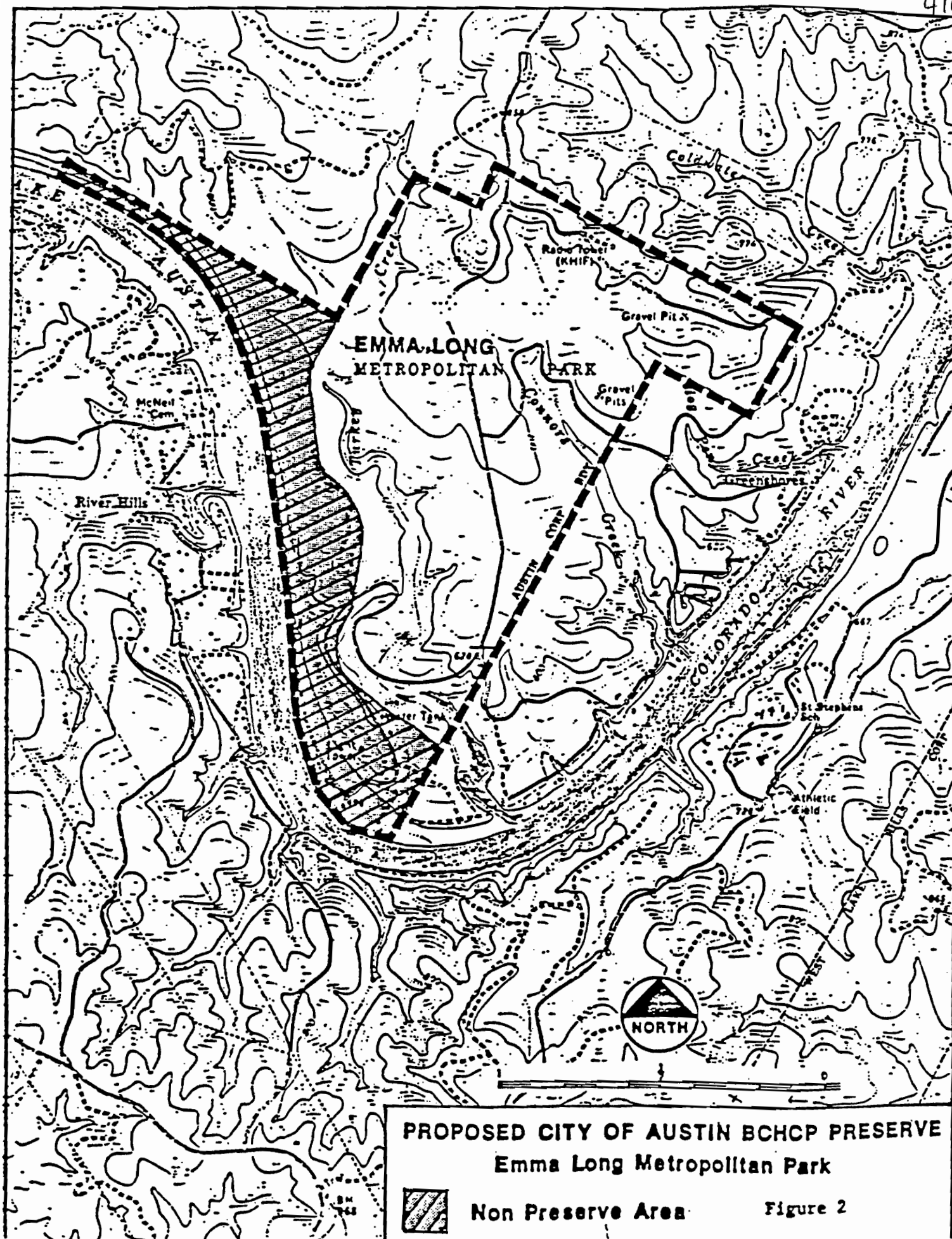


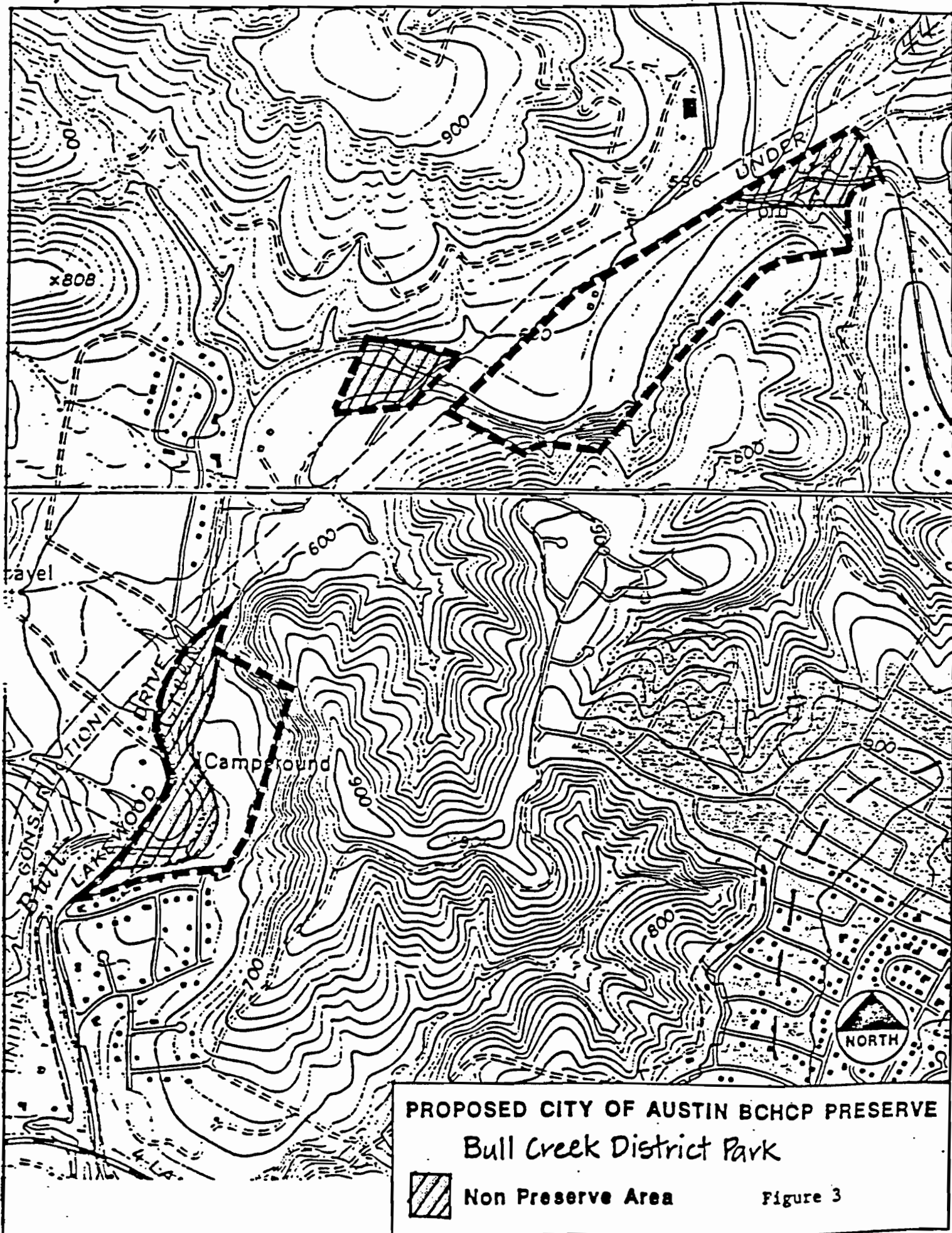
PROPOSED CITY OF AUSTIN BCHCP PRESERVE
Davenport Vireo Preserve

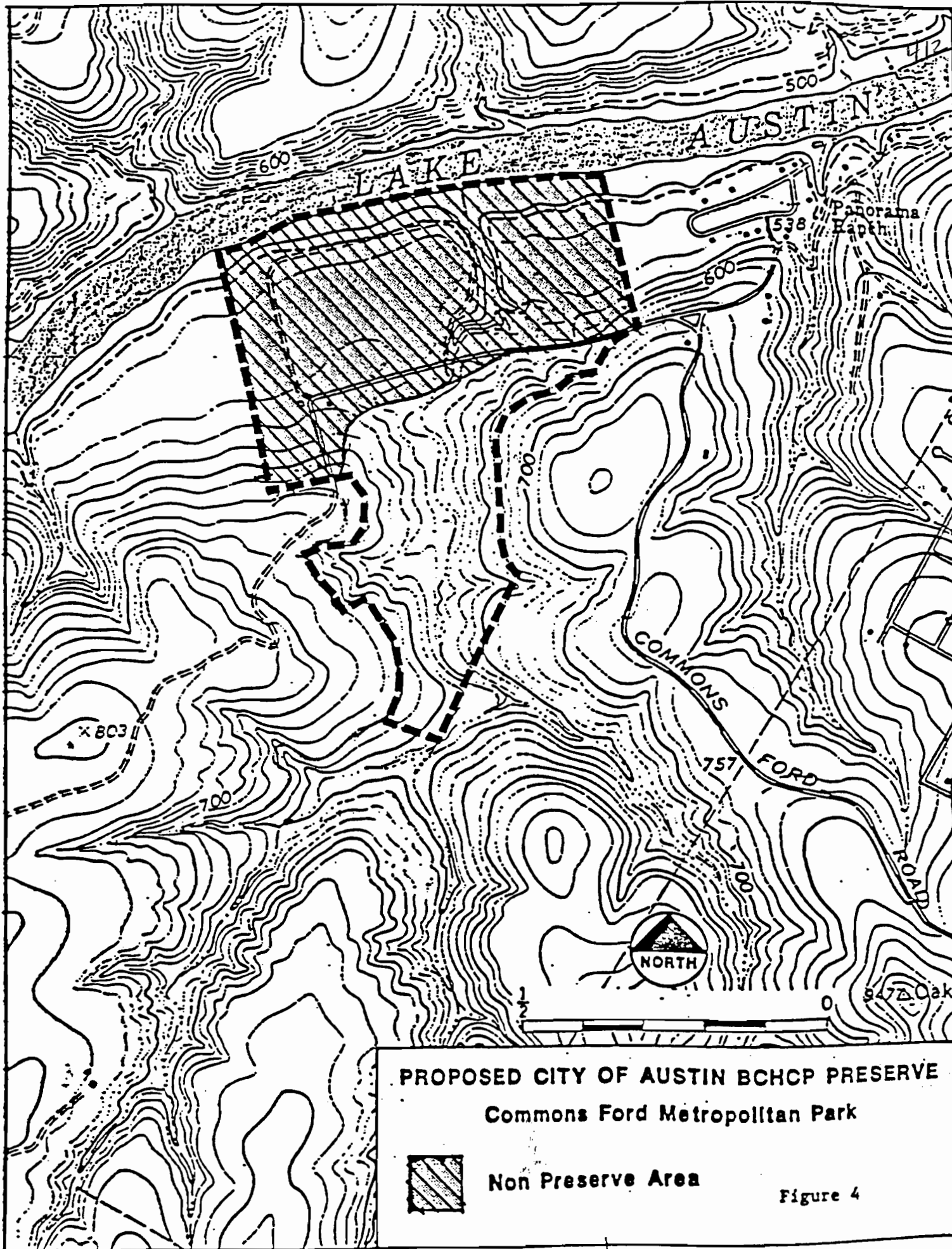


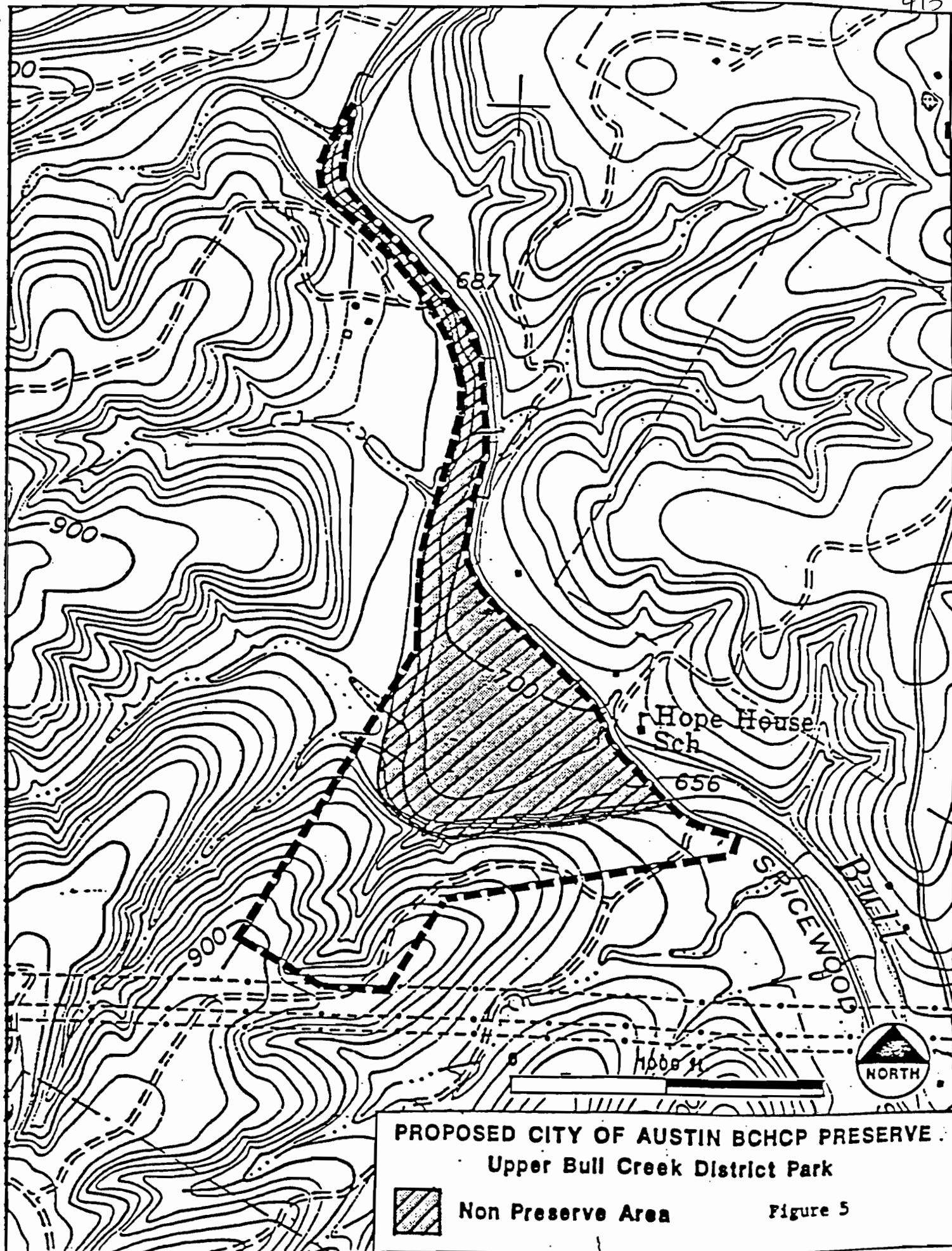
Non Preserve Area

Figure 1











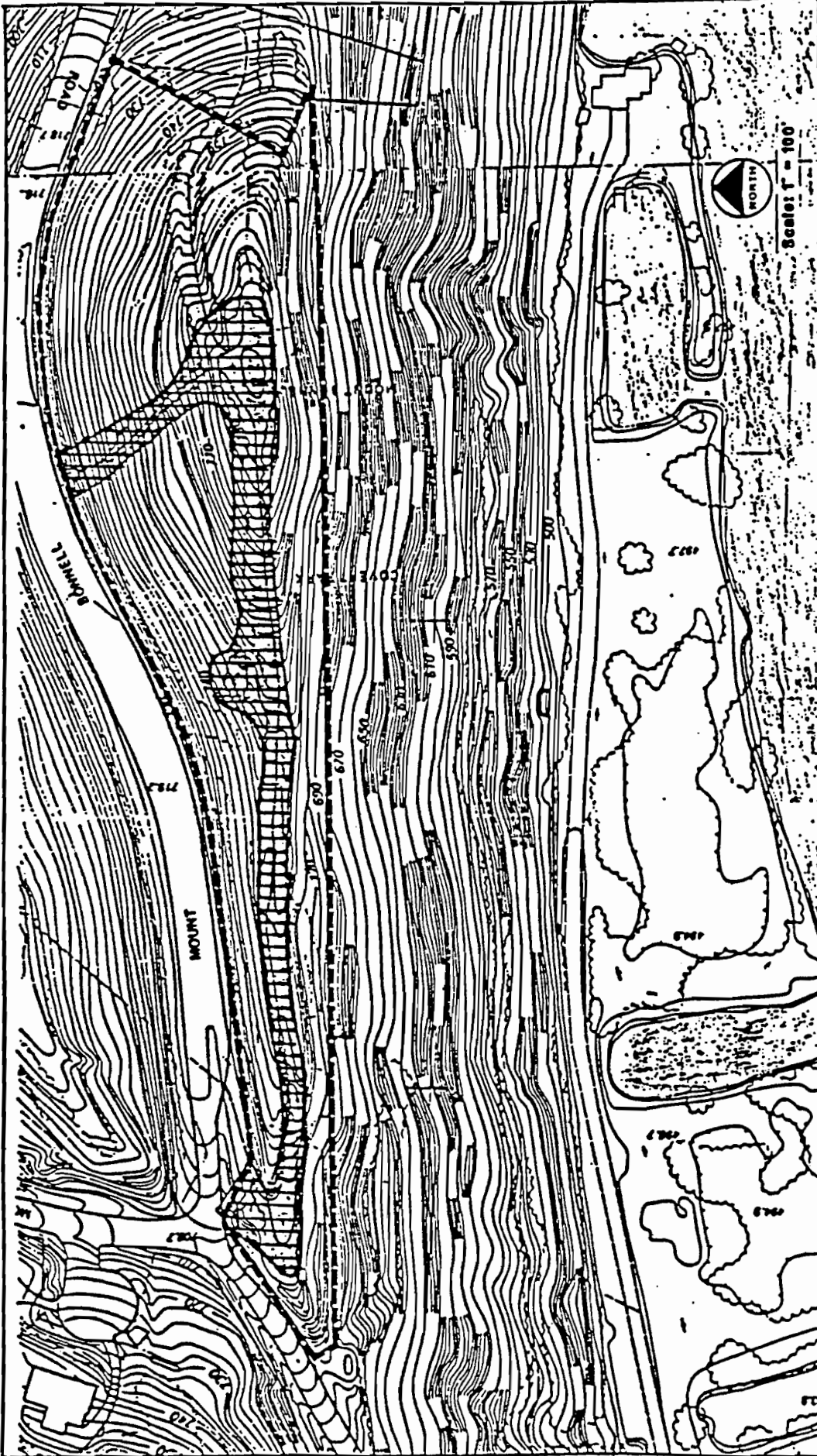


PROPOSED CITY OF AUSTIN

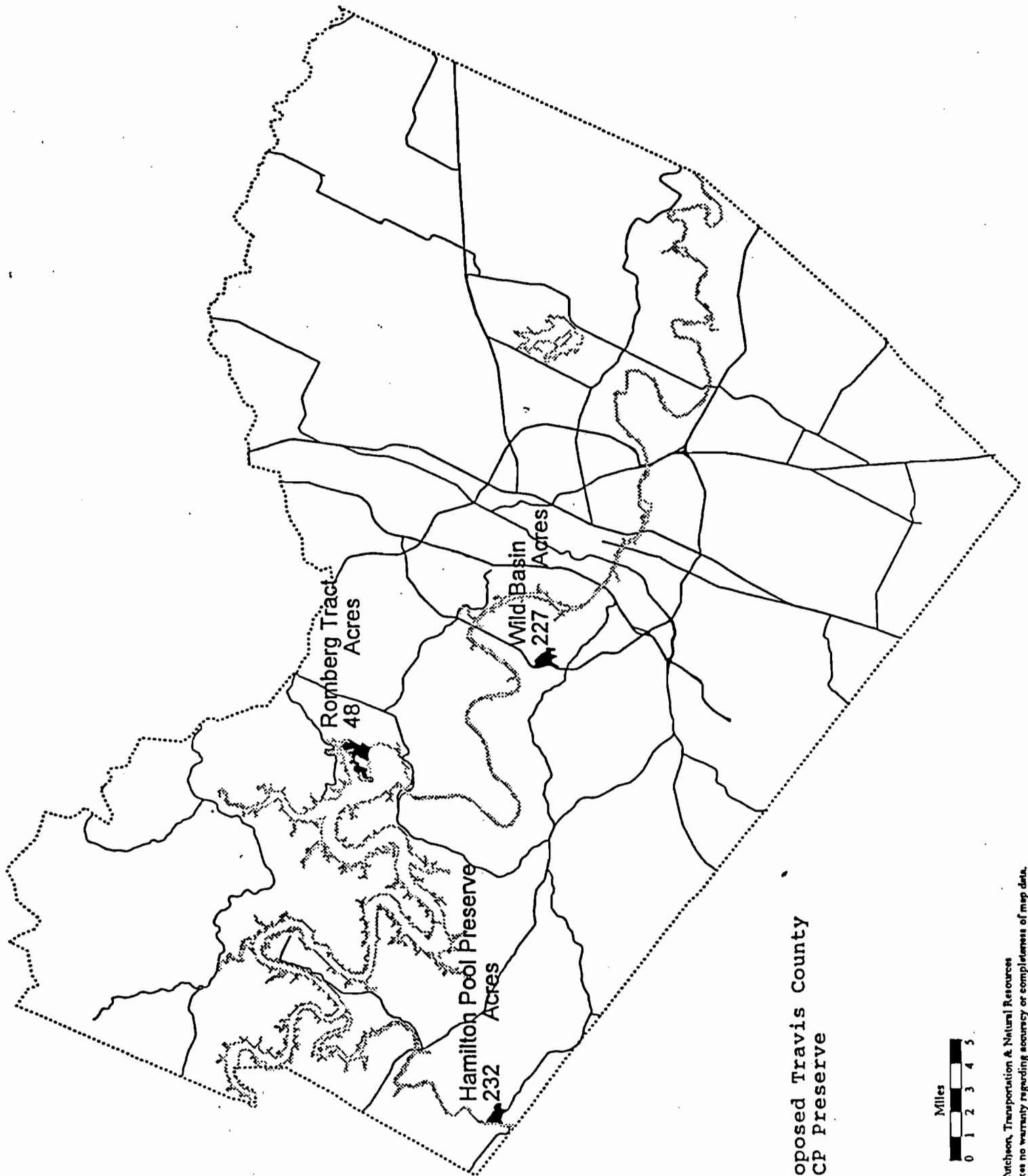
BCHCP PRESERVE

Figure 8. Barrow Preserve





PROPOSED CITY OF AUSTIN BCHCP PRESERVE
Mt. Bonnell
Figure 9
Non Preserve Area



Proposed Travis County
BCCP Preserve



Romberg Tract Area

Lake Travis

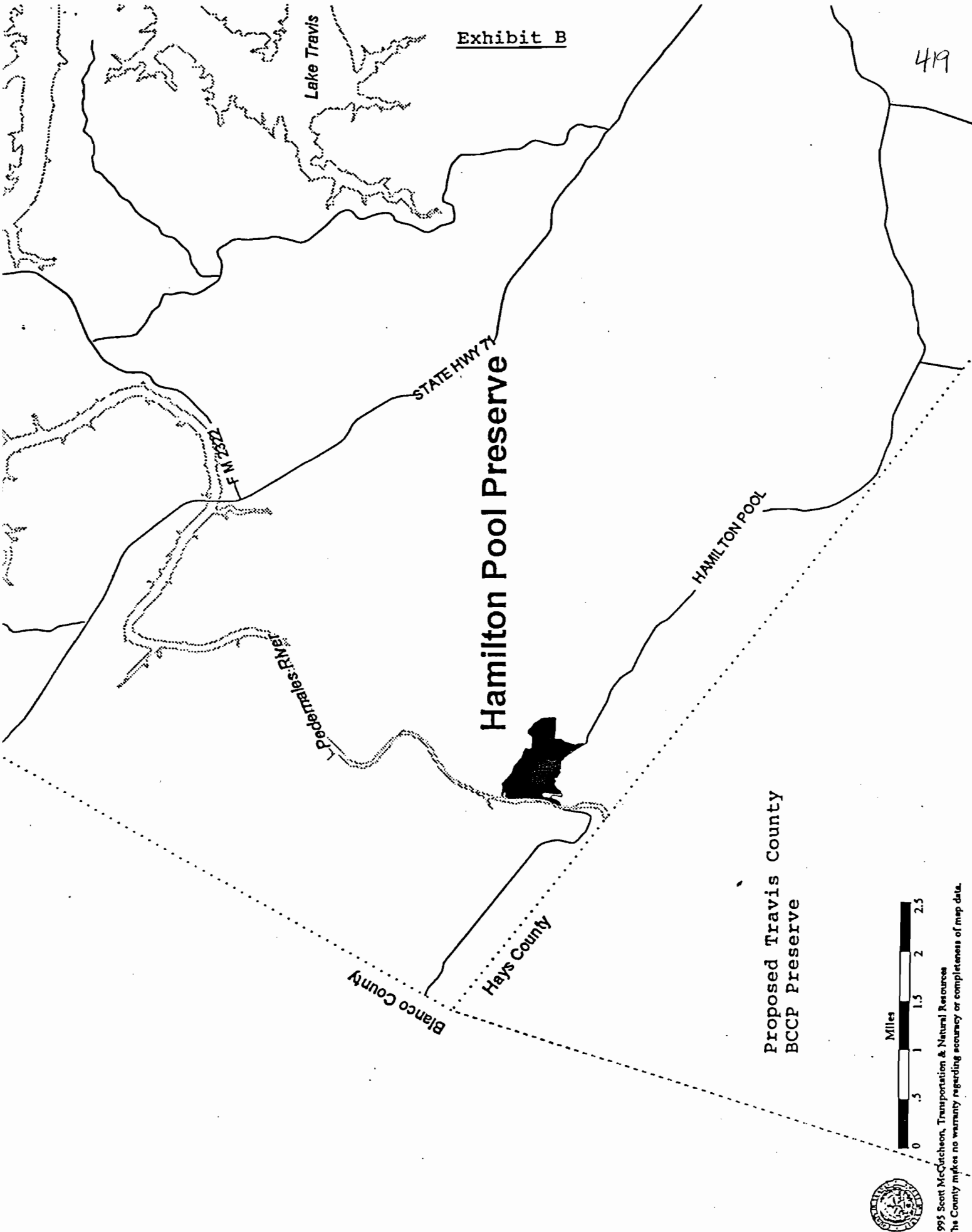
FM 2769

FM 2222

FM 620

Proposed Travis County
BCCP Preserve





Proposed Travis County
BCCP Preserve



Colorado River

MO-PAC SB

420

Wild Basin Preserve

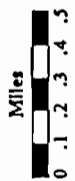
BEE CAVES

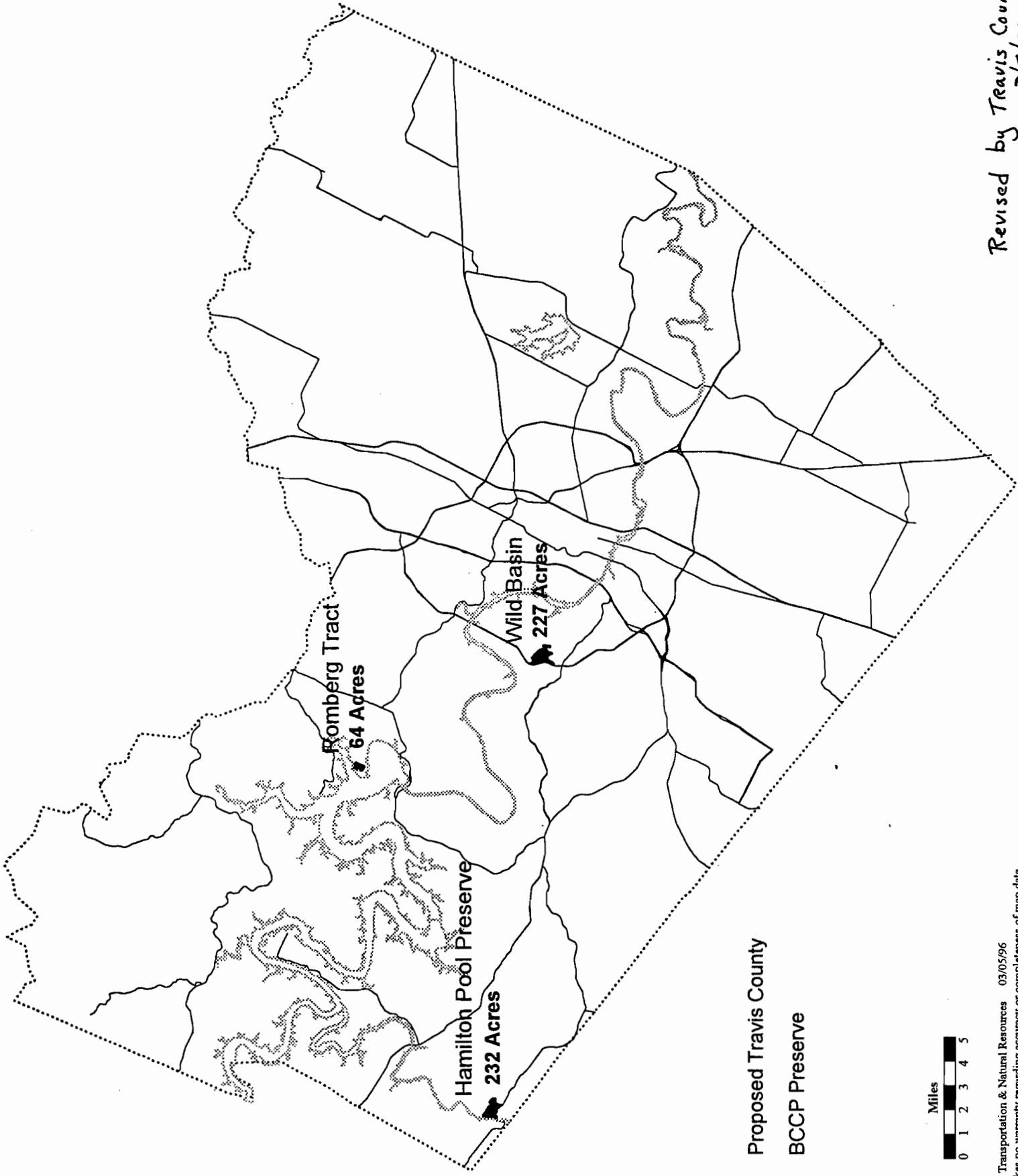
CAPITAL OF TX

Colorado River

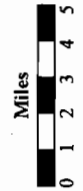
FM 2244

Proposed Travis County
BCCP Preserve



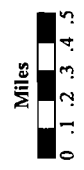
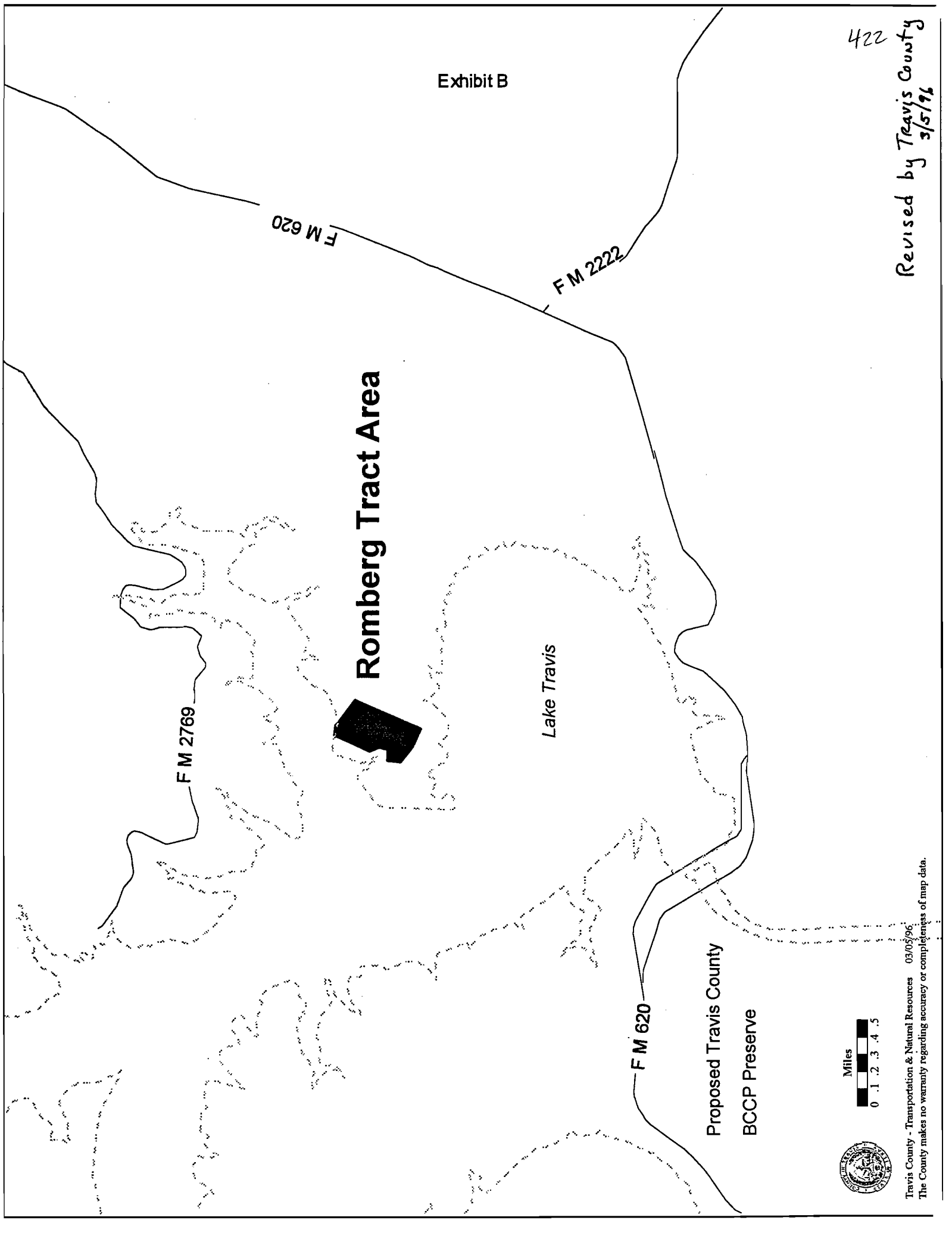


Proposed Travis County
BCCP Preserve



422
Revised by Travis County
3/5/96

Exhibit B



APPENDIX B

MANAGING PARTNER AGREEMENT WITH THE LOWER COLORADO RIVER AUTHORITY

**MANAGING PARTNER
AGREEMENT
BETWEEN THE BALCONES
CANYONLANDS COORDINATING COMMITTEE
AND THE LOWER COLORADO
RIVER AUTHORITY**

**ARTICLE I.
Preamble**

A. Authority

1. This Managing Partner Agreement ("Agreement") is entered into pursuant to the Interlocal Cooperation Act, Tex. Gov. Code, Chapter 791 and other applicable law, and in accordance with the Endangered Species Act Section 10(a) Permit Application for a thirty (30) year permit, Permit No. 788841 P.R.T., filed by the City of Austin and Travis County, March 19, 1995 ("Permit").
2. This Agreement does not establish a partnership or joint venture under Texas statutory or common law.
3. Expenditures under this Agreement shall be made from current revenues available to the parties.

B. Parties

The Parties to this Agreement are the Lower Colorado River Authority, a conservation and reclamation district established by the State of Texas, acting by and through its duly authorized General Manager or designee ("LCRA") and the Balcones Canyonlands Coordinating Committee, an administrative agency created by the City of Austin and Travis County, by and through its duly authorized Secretary or designee ("Coordinating Committee").

C. Purpose

The purposes of this Agreement are:

1. To assist the Coordinating Committee in implementing the terms of the Permit by designating and managing land as part of the habitat preserve system.
2. To provide a mechanism whereby the LCRA and its wholesale electric customers may proceed with public capital improvement or other construction projects in compliance with the Endangered Species Act.

3. To promote the preservation of fish and wildlife and to protect water quality in the LCRA statutory district.

ARTICLE II. Obligations of LCRA

- A. LCRA agrees that by its execution of this Agreement, it designates 2,565 acres of its current lands as preserve system lands as illustrated in Exhibit "A" to this Agreement. LCRA agrees to thereafter continue said designation for the life of the Permit.
- B. LCRA agrees to manage its designated preserve system lands in a manner which will not jeopardize the Permit and in accordance with its land management plan adopted pursuant to Section II. C. of this Agreement. LCRA agrees to provide reasonable access to its designated preserve system lands to Coordinating Committee representatives for inspection and monitoring.
- C. No later than twelve (12) months after receipt of land management guidelines from the Coordinating Committee, LCRA shall produce land management plans for its designated preserve system lands and submit the plans to the Coordinating Committee Secretary for approval. The plans shall be approved only if they are in compliance with the land management guidelines. No substantial revision to the approved plans may be required by the Coordinating Committee without the concurrence of LCRA.
- D. LCRA shall submit an annual report regarding management of its designated preserve system lands during the previous year to the Coordinating Committee Secretary no later than March 31 of each year.
- E. LCRA does not by this Agreement assume any responsibility or liability for management of preserve system lands which are not included in Exhibit "A" to this Agreement. LCRA does not by this Agreement assume any responsibility for enforcement actions regarding compliance with the Endangered Species Act.
- F. This Agreement shall not restrict LCRA from conveying by lease, sale, or other transaction, any interest in its preserve system lands included in Exhibit "A" to this Agreement to a third party; provided, however, the Coordinating Committee or its designated representative be given prior notice and opportunity to review the documentation necessary to ensure that the preserve system lands remain designated in accordance with Article II. A. of this Agreement, and that LCRA shall remain responsible for managing such lands in accordance with this Agreement.

ARTICLE III. Obligations of Coordinating Committee

- A. No later than six (6) months after the effective date of this Agreement, the Coordinating Committee shall provide approved land management guidelines to the LCRA, and shall provide LCRA with any subsequently approved amendments to the land management guidelines.
- B. The Coordinating Committee shall credit LCRA with 2,565 acres in mitigation value, that being the mitigation value associated with the 2,565 acres designated as preserve system lands. The mitigation value may only be used in accordance with paragraph C below. The mitigation value may not be sold by either LCRA or the Coordinating Committee.
- C. The Coordinating Committee shall account for LCRA's mitigation value, and shall allow it to be used in accordance with the Endangered Species Act by LCRA for its capital improvements or other construction projects or, upon LCRA's approval, by LCRA wholesale electric customers; provided that use of the mitigation value must be within Travis County except as otherwise provided in this paragraph and must be included in LCRA's annual land management report. Mitigation value may be used by LCRA or by its wholesale electric customers for capital improvements or other construction projects in counties adjacent to Travis County only to the extent such use does not jeopardize the validity of the Permit and has been authorized by the United States Fish and Wildlife Service or its successor agency.
- D. The Coordinating Committee shall, upon LCRA's request, provide LCRA with results of any inspection or monitoring of LCRA's designated preserve system land.

ARTICLE IV. General Provisions

- A. Term, Termination.
 - 1. This Agreement becomes effective on the date it is executed by all parties and terminates upon termination of the Permit, unless terminated earlier pursuant to Sections IV. A. 2, 3, 4 or 5 of this Agreement.
 - 2. Notwithstanding anything to the contrary within this Agreement, if at any time during the term of this Agreement, the LCRA Board fails to provide funding for all or any part of its obligations herein for the following fiscal year, LCRA shall give

notice to the Coordinating Committee of such failure to fund and upon delivery of such notice shall no longer be liable for said unfunded obligations. Upon receipt of such notice, the Coordinating Committee may elect to terminate this Agreement as its sole recourse.

3. If a party defaults in the performance of any of the terms or conditions of this Agreement, other than by failure to fund, the defaulting party shall have 30 days after receipt of written notice of such default within which to cure the default. If the default is not cured within such period of time, then the non-defaulting party shall have the right without further notice to terminate this Agreement and to seek relief as specified in Section IV. A. 4. below.
4. The parties agree the preserve system land to be designated pursuant to Section II. A. of this Agreement is unique and irreplaceable, and that the failure of LCRA to designate property as preserve system land and to continue said designation pursuant to the terms of this Agreement would result in damage to the party seeking to maintain the Permit that could not be adequately compensated by a monetary award. The parties therefore agree that if LCRA fails to perform the covenant incumbent on it due under the terms of this Agreement, i.e. designate preserve system land and continue said designation pursuant to Section II. A. of this Agreement, the other party may appropriately seek an order from a court of appropriate jurisdiction requiring the defaulting party to specifically perform that covenant. Such order shall not require LCRA to maintain, repair, or otherwise expend funds associated with the land, but only to designate the land in question and to thereafter continue said designation for the life of the Permit. In such an event, LCRA shall bear no further responsibility or liability for the management of its designated preserve system land and the Coordinating Committee shall, to the extent authorized by law, indemnify and hold harmless LCRA, its officers, employees, and agents, against any and all demands, claims, liability, loss, or damages which directly result from the management of LCRA's preserve system land by the Coordinating Committee or its agents.
5. Either party may terminate this Agreement upon thirty (30) days notice if changes in federal laws or regulations obviate the need for the Permit.

B. Notice to Parties

1. Notice to be effective under this Agreement must be in writing and received by the party to whom it is directed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified

in subsection 2 below and the receipt is signed on behalf of the party; or three (3) calendar days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in subsection 2 below.

2. Each party's address is set out following its signature line on this Agreement.

C. Miscellaneous

1. This Agreement states the entire Agreement of the parties and it may be amended only by written instrument signed by both parties.
2. This Agreement is binding on the successors in interest to the parties.
3. This Agreement is performable in Travis County, Texas, and Texas law governs its interpretation and application.
4. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
5. This Agreement may be executed in multiple counterparts.
6. This Agreement replaces and supersedes the Interagency Plan adopted by LCRA, Travis County, and the City of Austin in September 1992.
7. In any action to enforce the terms of this Agreement, no party shall be entitled to recovery of attorneys' fees from the other party.

BALCONES CANYONLANDS COORDINATING COMMITTEE

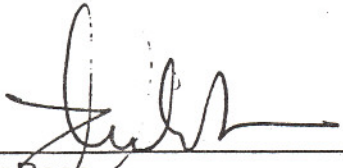
P. O. Box 1088
Austin, Texas 78767

By: Austan A. Librach
Austan Librach
Coordinating Committee Secretary

Date: 2 February 96

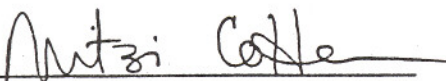
LOWER COLORADO RIVER AUTHORITY
P.O. BOX 220
Austin, Texas 78767-0220



By: 
Mark Rose
General Manager

Date: 1/29/96

APPROVED AS TO FORM:


City of Austin, Law Department

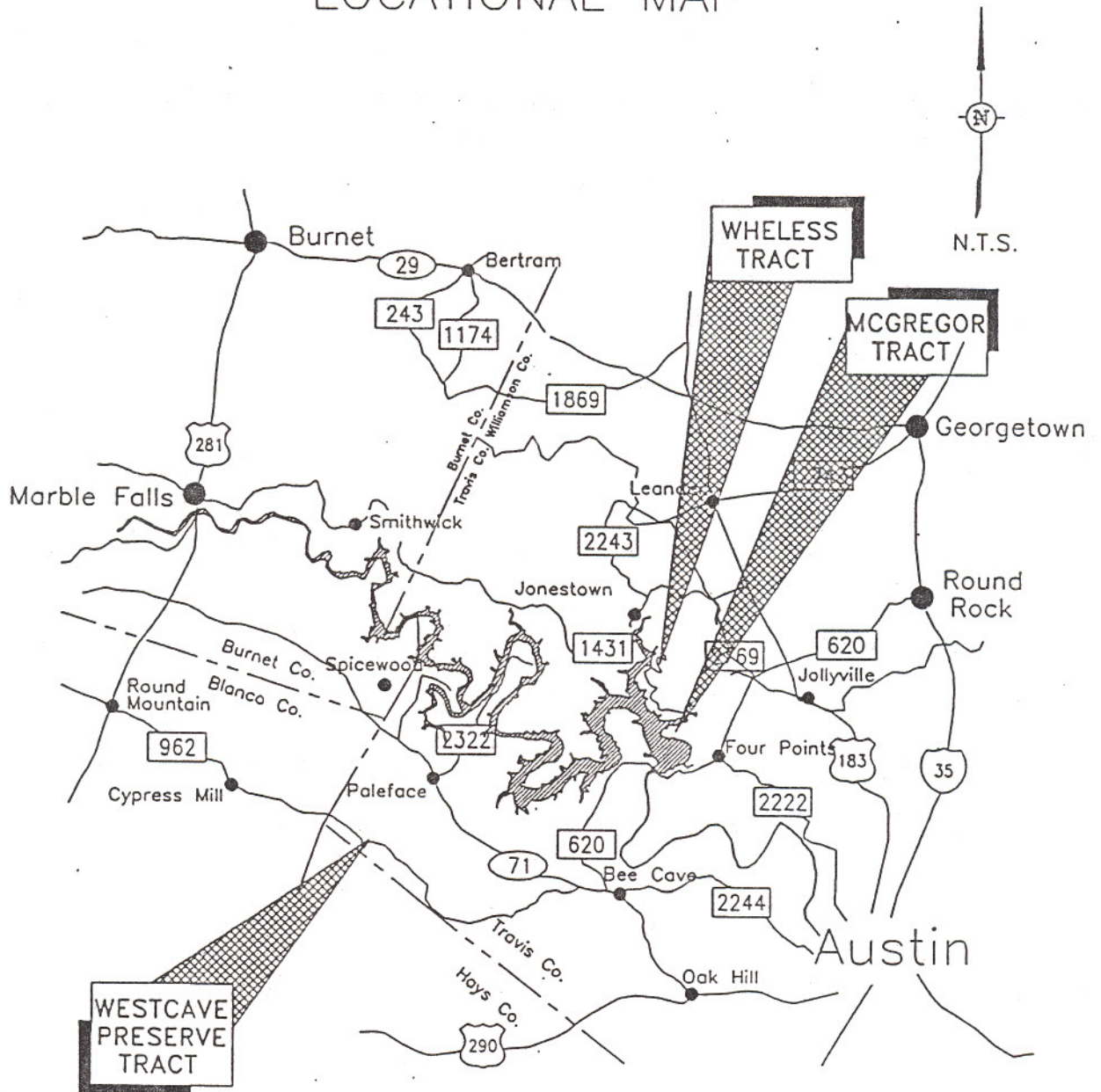
MC/HN/alch:\LANDUSE\BCCPLCRA.B

EXHIBIT "A"

2,565 acres of preserve system lands

BCCP PRESERVATION LANDS

LOCATIONAL MAP





LAKE TRAVIS

SANDY CREEK
PARK

Appx 681'
CONTOUR

WATER TREATMENT
PLANT

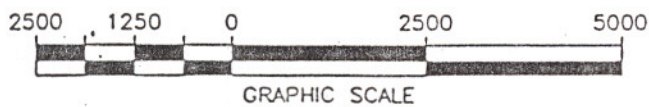
Appx 715'
CONTOUR

LIME
CREEK
ROAD

PRESERVATION AREA
2175.77 ACRES

714' CONTOUR

LAKE
TRAVIS



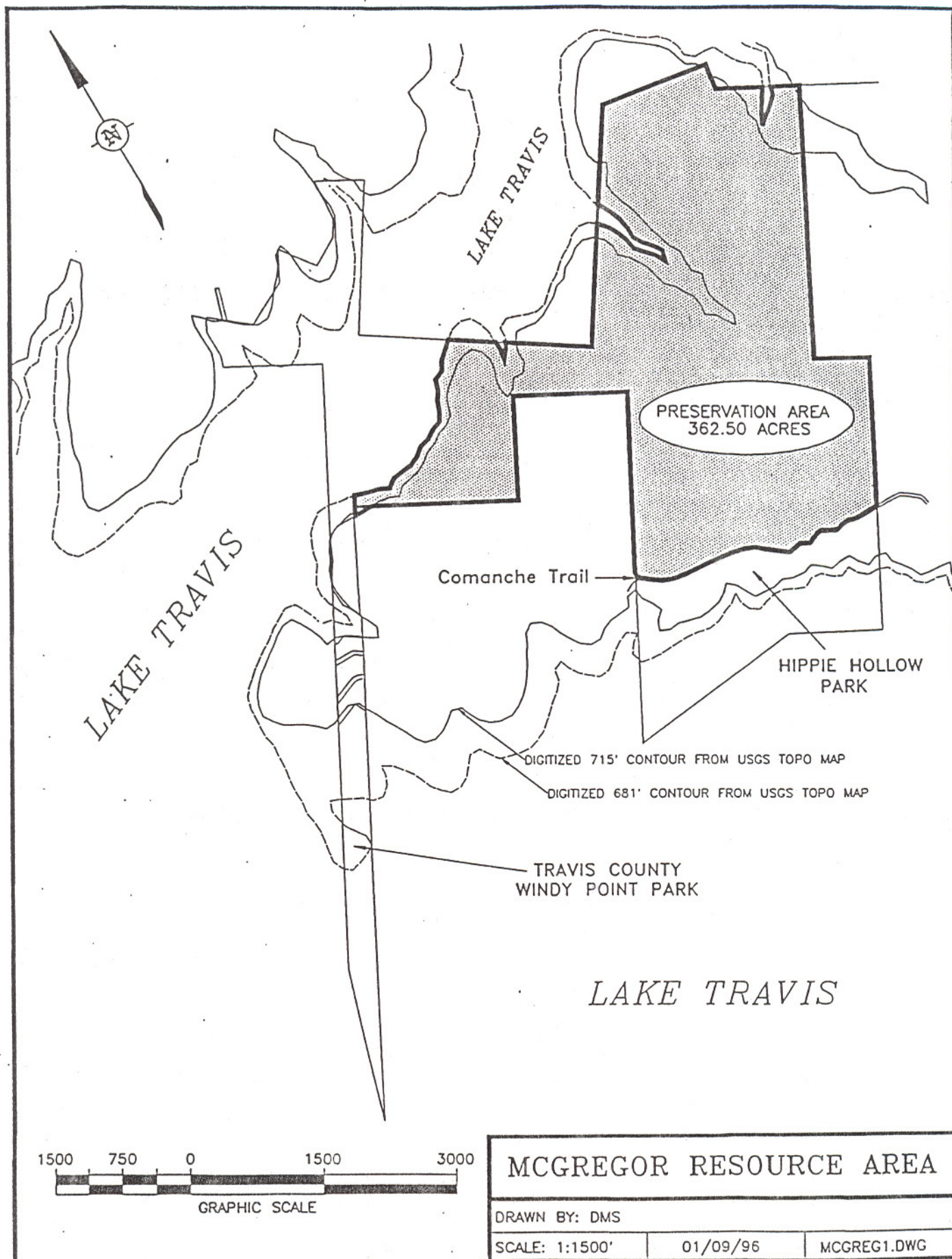
WHELESS RESOURCE AREA

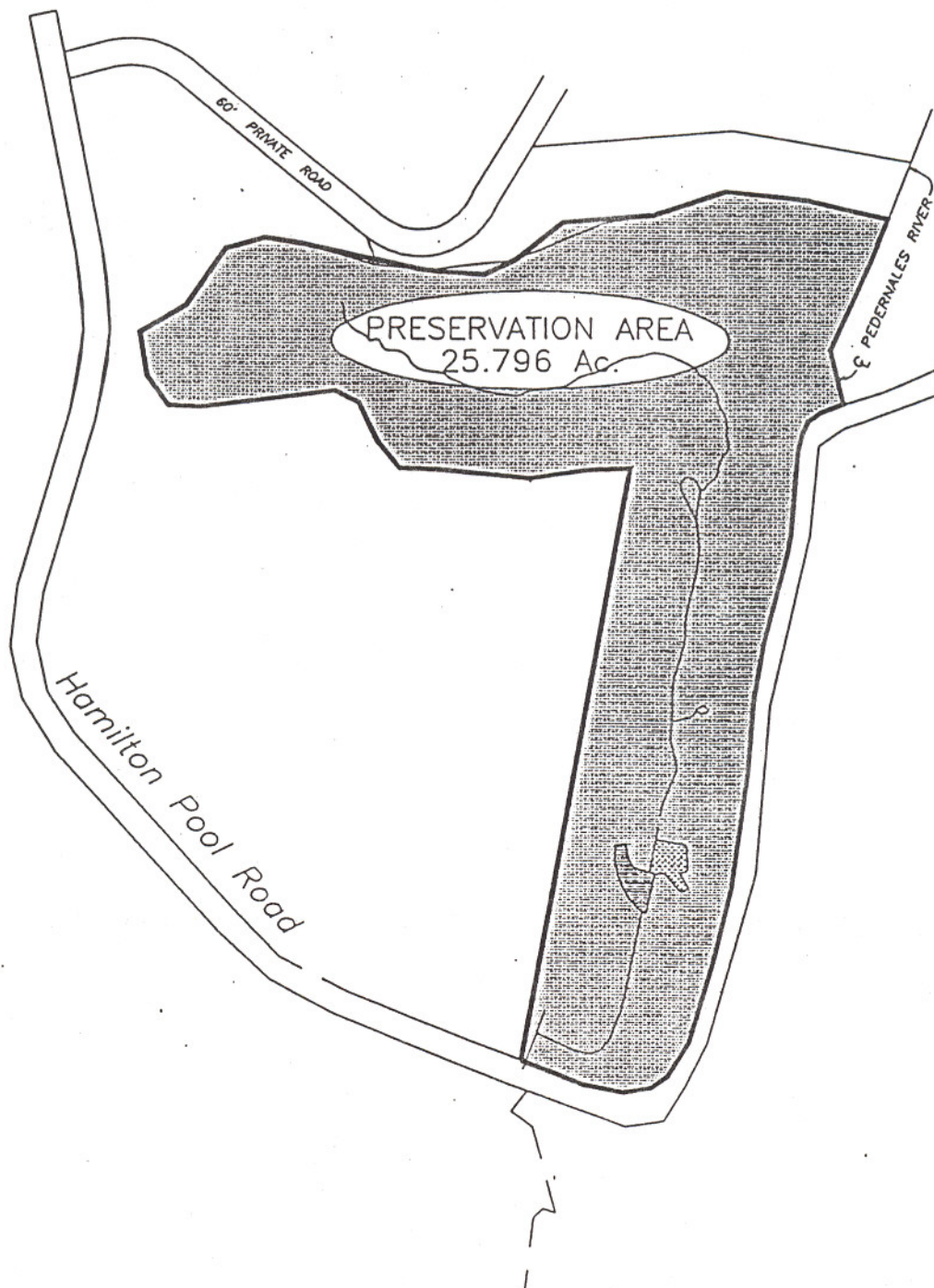
DRAWN BY: DMS

SCALE: 1:2500'

01/09/96

WHEL1.DWG





WESTCAVE PRESERVE

DRAWN BY: DMS

SCALE: 1:400'

01/09/96

WESTCAVE.DWG