

County: Williamson
CSJ Nos.: 0836-01-009
0836-01-013
Highway: SH 195

ENVIRONMENTAL MITIGATION AGREEMENT KARANKAWA CAVE

THIS AGREEMENT IS MADE BETWEEN the State of Texas, acting by and through the Texas Department of Transportation ("TxDOT"), the Williamson County Conservation Foundation, Inc., a Texas non-profit corporation formed by the Williamson County Commissioners Court (the "Conservation Foundation"), and the Williamson County Parks Foundation, Inc., a Texas non-profit corporation formed by the Williamson County Commissioners Court (the "Parks Foundation").

WITNESSETH

WHEREAS, TxDOT proposed to make highway improvements on State Highway 195, in Williamson County, being Project 2, from 3.4 miles south of SH 138 to 9.3 miles south of SH 138 (the "Project"), which highway improvements necessitated the acquisition of certain right of way; and

WHEREAS, in connection with the Project, TxDOT, through the Federal Highway Administration ("FHWA"), requested formal consultation with the United States Department of Interior, Fish and Wildlife Service (the "Fish and Wildlife Service"), pursuant to Section 7 of the Endangered Species Act, 16 U.S.C. §1531 et. seq. (the "Act"). The Fish and Wildlife Service issued a biological opinion on December 9, 2011, concerning the Bone Cave harvestman, and the Coffin Cave mold beetle, which species are listed as endangered pursuant to the Act. The biological opinion concluded that the Project may cause an incidental take of the species; and

WHEREAS, in order for the Project to be exempt from the prohibitions in the Act, the Fish and Wildlife Service imposed on FHWA certain terms and conditions; further, the biological opinion made clear that such terms and conditions were affected by the conservation measures already taken by Williamson County and the Conservation Foundation through the establishment of the Williamson County Regional Habitat Conservation Plan ("Regional HCP") dated August 15, 2008; and

WHEREAS, the terms and conditions of the biological opinion require the preservation of three karst fauna areas ("KFAs") in the North Williamson County karst fauna region ("KFR") for purposes of protecting the Coffin Cave mold beetle; and

WHEREAS, TxDOT and the Conservation Foundation have identified two properties which together may be a satisfactory KFA as required by the biological opinion. The Madison tract (a 27.67 acre tract described in Attachment "A" and Attachment "B" attached hereto) and the Somerset tract (a 24.3 acre tract described in Attachment "C" attached hereto) are described together in this Agreement as "Karankawa Cave" or as the "Property." Fish and Wildlife Service has reviewed the

proposed preservation of the Property as a KFA and at a meeting with the Conservation Foundation on October 30, 2012, agreed that that the Property as proposed would meet the requirements of a KFA, once permanently conserved; FHWA approved the acquisition of the Property by email dated November 30, 2012; and

WHEREAS, by letter dated August 26, 2011, Fish and Wildlife notified the Conservation Foundation that it had been conditionally approved for funding of a grant from the Cooperative Endangered Species Conservation Fund under Section 6 of the Act. Following the requirements of the grant program, the Conservation Foundation had submitted its application for a grant through the Texas Parks and Wildlife Department (TPWD). By letter dated March 26, 2012, TPWD advised the Conservation Foundation that it may resubmit the application and propose acquisition of land different than proposed in the original application. Accordingly, on December 4, 2012, the Conservation Foundation submitted its revised application seeking funding of the purchase of Karankawa Cave for purposes of adding it as a KFA under the Regional HCP. Under the grant program, 75 percent of the purchase is eligible for federal funding; and

WHEREAS, Transportation Code, Section 201.617 authorizes the State to pay a fee to an appropriate public agency or private entity in lieu of acquiring or agreeing to manage property for the mitigation of an adverse environmental impact that is a direct result of a state highway improvement project; and

WHEREAS, TxDOT has determined that any payments made pursuant to this agreement to the Conservation Foundation are the most cost efficient method to satisfy the terms and conditions of the biological opinion issued with respect to the Project.

AGREEMENT

NOW THEREFORE, TxDOT, the Conservation Foundation, and the Parks Foundation agree as follows:

Article I. Reasonable Costs of Mitigation

TxDOT, the Conservation Foundation, and the Parks Foundation agree that the following costs to acquire the Property are reasonable: \$1,066,405.00 for acquisition of the Property in fee and recording the Declaration of Covenants, Conditions and Restrictions described in this agreement on the Property; \$13,100.00 for appraisal and review appraisal costs; \$7722.00 for attorney's fees; \$6860.00 for survey fees; and \$39,481 for analysis of whether the Property is a suitable KFA. The total reasonable costs of acquiring the Property and recording the Declaration of Covenants, Conditions and Restrictions described in this agreement are \$1,133,568.00 (ONE MILLION ONE HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED SIXTY EIGHT DOLLARS). The Conservation Foundation and Parks Foundation have submitted to TxDOT documentation showing such costs will be incurred to implement the requirements of the agreement and that such costs are reasonable.

Article II. Acquisition of Mitigation Property; Declaration of Covenants and Restrictions; Payment

A. No later than 30 days after the effective date of this agreement, the Parks Foundation agrees to acquire the Property in fee, consisting of the tract described in Attachment "A" and Attachment "B" attached hereto and the tract described in Attachment "C" attached hereto.

B. No later than 60 days after the effective date of this agreement, the Parks Foundation agrees to impose on the Property the Declaration of Covenants, Conditions and Restrictions described in Attachment "D" attached hereto, and file the Declaration of Covenants, Conditions and Restrictions in the real property records of Williamson County. The Declaration of Covenants, Conditions and Restrictions grants certain rights to the Conservation Foundation to protect the conservation values of the Property in perpetuity. The Declaration of Covenants, Conditions and Restrictions also includes third party beneficiaries' rights, including TxDOT's rights to protect the Property, right of entry, and right to enforce.

C. The Conservation Foundation agrees to manage and monitor the Property, in perpetuity, under the terms and conditions of the Regional HCP approved by the Fish and Wildlife Service. No later than 90 days after the effective date of this agreement, the Foundation agrees to submit a request to Fish and Wildlife that the Property be managed in perpetuity under the Regional HCP.

D. If on or before July 31, 2013, Fish and Wildlife has denied the Conservation Foundation's revised application for a grant described in the recitals of this agreement, or Fish and Wildlife has taken no action on the application, then TxDOT will reimburse to the Parks Foundation or the Conservation Foundation, as they direct, the reasonable costs of acquiring the Property and recording the Declaration of Covenants, Conditions and Restrictions described in this agreement in the amount of \$1,133,568.00.

E. If on or before July 31, 2013, Fish and Wildlife has approved the Conservation Foundation's revised application for a grant described in the recitals of this agreement, then TxDOT will reimburse to the Parks Foundation or the Conservation Foundation, as they direct, the reasonable costs of acquiring the Property and recording the Declaration of Covenants, Conditions and Restrictions described in this agreement in the amount of \$1,133,568.00, less any amount paid by Fish and Wildlife.

F. TxDOT will make any reimbursement payment to the Parks Foundation or Conservation Foundation under paragraphs D or E above no later than 30 days after the later of the Parks Foundation acquiring the Property in fee under Paragraph A above, the filing of the Declaration of Covenants, Conditions and Restrictions under paragraph B above, or July 31, 2013.

G. The Parks Foundation will convey the Property in fee to Williamson County no later than December 31, 2013, subject to the Declaration of Covenants, Conditions and Restrictions described in this agreement.

Article III. No Additional Payments

The Conservation Foundation and Parks Foundation, upon receipt of TxDOT's payments made under Article No. II, will have received all compensation from TxDOT required by this agreement.

Article IV. Default

A party shall not be in default for failure to perform its obligations in accordance with this agreement unless such failure continues for a period of thirty (30) days or more after receipt of written notice of the breach from the other party.

Article V. Miscellaneous

A. No Joint Venture. The parties acknowledge that they are not an agent, servant, or employee of the other party, and that they are not part of a joint venture or joint enterprise. Without waiving any sovereign or governmental immunity available to either party under Texas law, without waiving any available defenses under Texas law, and without creating or granting any rights, contractual or otherwise, in or to any third persons or entities, the parties acknowledge that one party has no responsibility for the other party's negligent acts or omissions or other tortious conduct in the course of performance of this agreement.

B. No Assignment. The parties shall not assign or otherwise transfer their respective rights and obligations under this agreement without the written approval of the other party.

C. Enforceability. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

D. Sole Agreement. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, or written or oral agreements between the parties respecting the subject matter described herein.

E. Amendments. Any changes in the terms or responsibilities of the parties under the agreement must be enacted through a written amendment. No amendment to this agreement shall be of any effect unless in writing and executed by TxDOT, the Parks Foundation, and the Conservation Foundation.

F. Effective Date. This agreement becomes effective upon execution by all parties.

G. State auditor. The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor

H. Notices. Any notices required under this agreement shall be sent by United States mail to the following persons:

TxDOT:

Gregory A. Malatek, P.E.
District Engineer, Austin District
Texas Department of Transportation
7901 N. IH 35
Austin, Texas 78753

WILLIAMSON COUNTY CONSERVATION FOUNDATION, INC.:

Gary D. Boyd
Director, Environmental Programs
Williamson County
350 Discovery Blvd. #207
Cedar Park, Texas 78613

WILLIAMSON COUNTY PARKS FOUNDATION, INC.:

Williamson County
350 Discovery Blvd. #207
Cedar Park, Texas 78613

TEXAS DEPARTMENT OF TRANSPORTATION

Gregory A. Malatek, P.E.
District Engineer, Austin District

Date

WILLIAMSON COUNTY CONSERVATION FOUNDATION, INC.

Lisa Birkman
Board President

Date

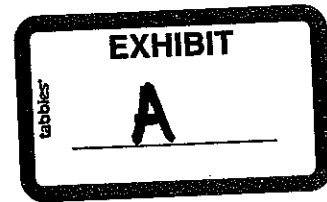
WILLIAMSON COUNTY PARKS FOUNDATION, INC.

Board President

Date

Attachment A
Description of Madison tract
(20.76 acre portion)

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626



DESCRIPTION FOR JOHN GOURLEY ET. AL. – MADISON AT GEORGETOWN COTENANCY

BEING 20.76 acres in the L.S. Walters Survey, Abstract No. 653; in Williamson County, Texas; including part of the property called 424.43 acres that was conveyed by Ken Richmond to John D. Gourley, et. al., as described in Doc. 2006052470, Official Public Records of Williamson County, Texas (OPRWCT). A Cotenancy Agreement is of record as filed in Doc. 2010025541 (ORWCT). Survey note: The bearing basis for this description is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein are in agreement with the drawing for a proposed survey that was prepared this date.

BEGINNING at an iron pin which was found at the intersection of the South line of Ronald Reagan Blvd. with the West line of the said 424.43 acre property, at the Southwest corner of a 17.72 acre property that was conveyed by John Gourley, et. al., to Williamson County (Doc. 2009083183). This corner exists in the East boundary of the property of Somerset Hills Ltd. (Lot 2, 189.153 ac. Doc. 2004098880). An iron pin which was found at the Southeast corner of an 11.33 acre Right-of-way strip which was conveyed by Somerset Hills Ltd. to Williamson County for Ronald Reagan Blvd. (Doc. 2010006962) stands (L46) N 20°43'41" W 23.21 feet.

THENCE with the South boundary of Ronald Reagan Blvd., (C6) 92.21 feet with the arc of the curve to the left having a radius of 3580.01 feet and a central angle of 01°28'33", the chord bears N 34°54'17"E 92.21 feet to an iron pin found; and N 34°12'51"E 188.41 feet to an iron pin which was set in June of 2012.

THENCE setting ½ inch capped iron pins as follows; S 78°26'45" E 199.03 feet; S 77°40'51" E 316.45 feet; S69°14'38"E 214.30 feet; S 68°23'52" E 235.93 feet; S 27°20'53" E 238.35 feet; and (L70) S 26°29'36" E 122.68 feet.

THENCE with a boundary that has not been staked, as follows; S 33°10'27" W 371.50 feet to the beginning of a curve to the right (C21) having a radius of 343.20 feet and a central angle of 63°25'54", 379.95 feet with the arc of the curve, the chord bears S 61°08'55" W 360.84 feet to the beginning of a curve to the right (C20) having a radius of 302.85 feet and a central angle of 45°11'57", 238.91 feet with the arc of the curve, the chord bears N 71°49'46" W 232.77 feet to the beginning of a curve to the right (C19) having a radius of 301.24 feet and a central angle of 42°16'34", 222.27 feet with the arc of the curve, the chord bears N 63°02'32" W 217.26 feet.

THENCE (L69) S 69°46'32" W 60.47 feet to the West line of the said 424.43 acres.

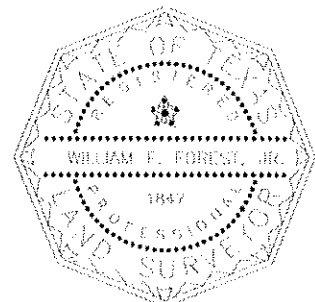
THENCE with the West boundary of the said 424.43 acre tract, and the East line of the property of Somerset Hills, Ltd. (Lot 2 189.153 ac. Doc. 2004098880), along the West line of the L.S. Walters Survey and the East line of the F. Foy Survey, A-229, N 20°12'46"W 740.79 feet to the POINT OF BEGINNING.

STATE OF TEXAS :
: KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this description was prepared based on a survey of 374.43 acres that was made on the ground of the property legally described hereon, under my supervision in April of 2010. This description is true and correct to the best of my knowledge and belief and does not represent a survey that was made on the ground.

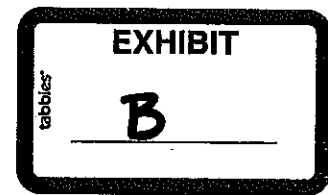
TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 26th day of June of 2012, A.D.
File: Word: Madison Park north preserve.doc


WM. F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



Attachment B
Description of Madison tract
(6.91 acre portion)

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626



DESCRIPTION FOR JOHN GOURLEY ET. AL. – MADISON AT GEORGETOWN COTENANCY

BEING 6.91 acres in the L.S. Walters Survey, Abstract No. 653; in Williamson County, Texas; including part of the property called 424.43 acres that was conveyed by Ken Richmond to John D. Gourley, et. al., as described in Doc. 2006052470, Official Public Records of Williamson County, Texas (OPRWCT). A Cotenancy Agreement is of record as filed in Doc. 2010025541 (ORWCT). Survey note: The bearing basis for this survey is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein are in agreement with the survey drawing prepared this date.

COMMENCING (for a point of reference) at an iron pin which was found at the intersection of the South line of Ronald Reagan Blvd. with the West line of the said 424.43 acre property, at the Southwest corner of a 17.72 acre property that was conveyed by John Gourley, et. al., to Williamson County (Doc. 2009083183). This corner exists in the East boundary of the property of Somerset Hills Ltd. (Lot 2, 189.153 ac. Doc. 2004098880). An iron pin which was found at the Southeast corner of an 11.33 acre Right-of-way strip which was conveyed by Somerset Hills Ltd. to Williamson County for Ronald Reagan Blvd. (Doc. 2010006962) stands (L46) N 20°43'41" W 23.21 feet. This corner exists at the Northwest corner of a 20.76 acre parcel reserved for the Williamson County Karst Foundation Preserve.

THENCE along the West boundary of the said 424.43 acre property and the East line of the said Lot 2 of 189.153 acres, S 20°12'46" E 740.79 feet passing the Southwest corner of the said 20.76 acre karst preserve, continuing with the same line an additional 514.27 feet, in all 1255.06 feet to the Northwest corner of this parcel and to the TRUE POINT OF BEGINNING.

THENCE along an unmarked boundary with the boundary of a proposed subdivision of 196.50 acres, with the arc of a curve to the right (C18) having a radius of 349.08 feet and a central angle of 75°31'10", 460.11 feet with the arc of the curve, the chord bears S 79°46'10 E 427.52 feet to the end of the curve; continuing with the boundary of the subdivision, (L68) S 47°26'24" E 91.79 feet to the beginning of a curve to the right (C17) having a radius of 366.25 feet and a central angle of 68°20'37", 436.87 feet with the arc of the curve, the chord bears S 06°41'45" E 411.43 feet to the beginning of a curve to the right (C 16) having a radius of 369.97 feet, and a central angle of 19°41'05", 127.11 feet with the arc of the curve, the chord bears S 26°12'18" W 126.48 feet; (L 67) S 78°28'19" E 2.55 feet, and (L66) S 44° 36'43" W 74.32 feet to a mag nail which was set in a washer in a limestone rock; and S 19°12' 15" W 248.35 feet to a steel cotton spindle which was set in a limestone rock for the Southwest corner of this property.

THENCE with the West boundary of the said 424.43 acre tract, and the East line of the property of Somerset Hills, Ltd. (Lot 2 189.153 ac. Doc. 2004098880), along the West line of the L.S. Walters Survey and the East line of the F. Foy Survey, A-229, N 20°12'46"W 1010.29 feet to the POINT OF BEGINNING.

STATE OF TEXAS :
: KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON :

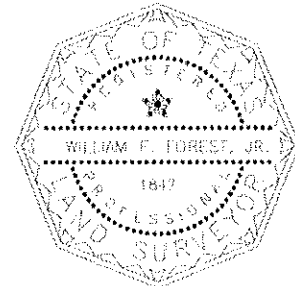
I, WM. F. FOREST, JR., do hereby certify that this description was prepared based on a survey of 374.43 acres that was made on the ground of the property legally described hereon, under my supervision in April of 2010. This description is true and correct to the best of my knowledge and belief and does not represent a

survey that was made on the ground.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 26th day of June of 2012, A.D.

File: Word: Madison Park south preserve.doc


WM. F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



Attachment C
Description of Somerset tract

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626



DESCRIPTION FOR SOMERSET HILLS LTD.

BEING 24.29 acres in Williamson County, Texas; including part of the property called 189.153 ac. according to the deed from Del Webb Texas L.P. to Somerset Hills, Ltd., of record in Doc. 2004098880, of the Official Public Records of Williamson County, Texas (OPRWCT). Survey note: The bearing basis for this description is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein are in agreement with the drawing for a proposed survey that was prepared this date.

BEGINNING at an iron pin which was found at the Northeast corner of the said 189.153 ac. property of Somerset Hills, Ltd., at an offset in the South R.O.W. line of Ronald Reagan Blvd., and in the West line of the 424.43 acre property of J.D. Gourley, et. al. (Doc. 2006052470). This corner exists at the Southeast corner of a right-of-way parcel which was conveyed to Williamson County for Ronald Reagan Blvd. as described in Doc. 2010006962.

THENCE with the East boundary of the property of Somerset Hills Ltd. and the West boundary of the said property of J.D. Gourley, et. al., (L46) S 20°40'51" E 23.18 feet to an iron pin which was found at the Southwest corner of a right-of-way strip which was conveyed to Williamson County (17.72 Ac. Doc. 2009083183); and continuing with the West line of the said 424.43 acre Gourley parcel, S 20°12'46" E 2237.68 feet to an iron pin which is to be set. From this corner a steel cotton spindle which was set at a previous time stands (L48) S 20°12'46" E 27.67 feet.

THENCE with the South boundary of this parcel as proposed to be surveyed, S 67°13'31" W 95.24 feet to an iron pin to be set.

THENCE with the East boundary of a proposed roadway, with a boundary that is to be staked at a later time, as follows; (C14) 83.58 feet with the arc of a curve to the left having a radius of 395 feet and a central angle of 12°07'27", the chord bears N 63°04'06" W 83.43 feet to the end of the curve; N 69°07'50" W 198.60 feet to the beginning of a curve to the right (C15) having a radius of 325.0 feet and a central angle of 50°02'09", 283.82 feet with the arc of the curve, the chord bears N 44°06'45" W 274.89 feet to the end of the curve; N 19°05'41" W 269.40 feet to the beginning of a curve to the left (C16) having a radius of 655 feet and a central angle of 39°07'05"; continuing with the arc of the curve 447.19 feet, the chord bears N 38°39'13" W 438.56 feet to the end of the curve; N 58°12'46" W 105.76 feet to the beginning a curve (C17) to the right having a radius of 345.0 feet and a central angle of 36°54'38"; 222.25 feet with the arc of the curve, the chord bears N 39°45'27" W 218.43 feet to the end of the curve; N 21°18'08" W 184.64 feet to the beginning of a curve (C18) to the left having a radius of 335.0 feet and a central angle of 18°59'26", the chord bears N 30°47'51" W 110.53 feet to the end of the curve; and N 40°17'34" W 146.76 feet to the South line of Ronald Reagan Blvd. (right-of-way deed Doc. 2010006962).

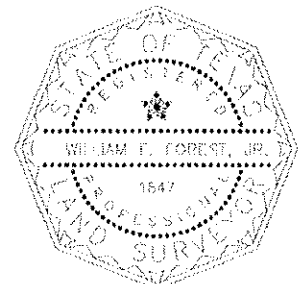
THENCE with the South boundary of Ronald Reagan Blvd., (C12) 816.02 feet with the arc of the curve to the left having a radius of 3110.0 feet and a central angle of 15°02'01", the chord bears N 41°31'03" E 813.68 feet to an iron pin found; and (L47) N 33°16'24" E 52.13 feet to the POINT OF BEGINNING.

STATE OF TEXAS :
: KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this description was prepared based on a survey of 374.43 acres that was made on the ground of the property legally described hereon, under my supervision in April of 2010. This description is true and correct to the best of my knowledge and belief and does not represent a survey that was made on the ground.

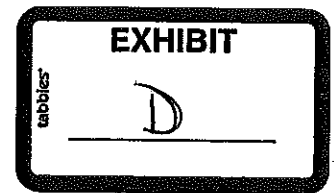
TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas,
this the 26th day of November of 2012, A.D. File: Word: Somerset Hills Preserve.doc


WM. F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



Attachment D

Declaration of Covenants, Conditions and Restrictions on Mitigation Property



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions is made on the ____ day of _____, 20____, by Williamson County Parks Foundation, Texas ("Declarant"), a Texas non-profit corporation.

RECITALS

WHEREAS, Declarant is the owner of all of that certain real property located in Williamson County, Texas, more particularly described in Exhibits A, B and C, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Property is a significant natural area that qualifies as a habitat for native wildlife, including certain species of endangered karst or cave invertebrates ("KI"), notably the Bone Cave Harvestman (*Texella reyesi*) and the Coffin Cave Mold Beetle (*Batrisodes texanus*); and

WHEREAS, the Declarant intends that the Property be considered a karst fauna area ("KFA") and that such KFA shall be a component part of the Williamson County Habitat Conservation Plan ("HCP") as approved through the United States Fish and Wildlife Service (the "Service") on the ____ day of _____, 20____; and

WHEREAS, in conjunction with the HCP, Williamson County Conservation Foundation (the "Foundation") has adopted a Preserve, Maintenance and Monitoring Plan (the "Management Plan") which details all actions and activities required to be conducted on the Property to ensure that the KFA status of the KI's, as stated in the HCP, is perpetually maintained.

NOW THEREFORE, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions and restrictions.

Article 1 Definitions

1.01 "Conservation Values" means the presence on the Property of KIs, and the natural, scenic, and open space characteristics of the Property.

1.02 "County" means Williamson County, Texas.

1.03 "Declaration" means this Agreement.

1.04 "ESA" means the Federal Endangered Species Act (16 U.S.C. §1531 et. seq.) and all regulations promulgated pursuant to the ESA.

1.05 "Foundation" means the Williamson County Conservation Foundation.

1.06 "KI's" shall mean the Bone Cave Harvestman and the Coffin Cave Mold Beetle.

1.07 "Management Plan" means the Preserve, Maintenance and Monitoring Plan for lands managed by the Williamson County Conservation Foundation under the Williamson County Regional Habitat Conservation Plan, said Plan being on file at the offices of the Williamson County Conservation Foundation.

1.08 "Property" means the real property in Williamson County, Texas, described in Exhibits A, B and C.

1.09 "Service" means the United States Fish and Wildlife.

1.10 "Third Party Beneficiaries" means TxDOT and the Service.

1.11 "TxDOT" means the Texas Department of Transportation.

Article 2 General Purpose

2.01 The general purposes of this Declaration include the following: to ensure that the Property will be managed for long-term conservation of and use by endangered KIs, including without limitation, management and related activities conducted on the Property by Declarant pursuant to the Management Plan; to ensure the Property will be retained forever predominantly in its natural, scenic, and open space condition; to protect native plants, animals, or plant communities on the Property; and to prevent any use of the Property that will impair or interfere with these Conservation Values or interests of the Property.

2.02 By this Declaration, Declarant agrees to restrict the use of the Property to only such activities as are consistent with this Declaration and the Management Plan. Declarant nor its assigns will perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the Declaration, the Management Plan or other relevant provisions of the ESA.

Article 3 Third Party Beneficiary Rights

3.01 This Declaration hereby creates rights of Third Party Beneficiaries, including TxDOT and the Service, to enforce by any proceeding at law or in equity, all of the restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation.

3.02 To accomplish the purpose of this Declaration, the following rights are conveyed to the Third Party Beneficiaries:

3.02.1 The right to preserve and protect the KI's in accordance with the terms of this Declaration and the Management Plan.

3.02.2 The right to enter the Property at all reasonable times, with prior notice to the Foundation, for the purposes of: (a) inspecting the Property to determine if the Foundation and the County are complying with the covenants and purposes of the Declaration and the Management Plan; (b) enforcing the terms of this Declaration and the Management Plan; (c) taking any and all appropriate actions with respect to the Property, as may be necessary or appropriate, with or without order of the court, to remedy or abate violations hereof.

3.02.3 The right to prevent any activity on or use of the Property that is inconsistent with this Declaration or the Management Plan and to require restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3.03 The Declarant agrees that fee title to the Property will not be transferred without the prior written approval of TxDOT, which shall not be unreasonably withheld.

Article 4 Miscellaneous

4.01 Invalidity of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

4.02 These covenants, restrictions and conditions are for the purpose of protecting the value and desirability of the Property as a karst fauna area and a component part of the Williamson County Habitat Conservation Plan. Consequently, they shall run with the Property and shall be binding on all parties having any rights, title or interest in the Property in whole or in part, and their successors and assigns.

4.03 These covenants, conditions and restrictions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period these Declarations shall be automatically extended for successive periods of ten (10) years subject to termination by an instrument signed by all parties, including the Third Party Beneficiaries.

This Declaration is executed on this _____ day of _____, 20____.

WILLIAMSON COUNTY, TEXAS

By: _____
Its: _____

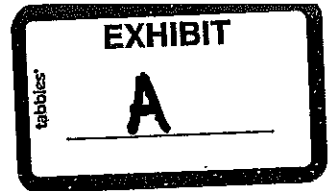
WILLIAMSON COUNTY CONSERVATION
FOUNDATION

By: _____
Its: _____

WILLIAMSON COUNTY PARKS
FOUNDATION

By: _____
Its: _____

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626



DESCRIPTION FOR JOHN GOURLEY ET. AL. – MADISON AT GEORGETOWN COTENANCY

BEING 20.76 acres in the L.S. Walters Survey, Abstract No. 653; in Williamson County, Texas; including part of the property called 424.43 acres that was conveyed by Ken Richmond to John D. Gourley, et. al., as described in Doc. 2006052470, Official Public Records of Williamson County, Texas (OPRWCT). A Cotenancy Agreement is of record as filed in Doc. 2010025541 (ORWCT). Survey note: The bearing basis for this description is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein are in agreement with the drawing for a proposed survey that was prepared this date.

BEGINNING at an iron pin which was found at the intersection of the South line of Ronald Reagan Blvd. with the West line of the said 424.43 acre property, at the Southwest corner of a 17.72 acre property that was conveyed by John Gourley, et. al., to Williamson County (Doc. 2009083183). This corner exists in the East boundary of the property of Somerset Hills Ltd. (Lot 2, 189.153 ac. Doc. 2004098880). An iron pin which was found at the Southeast corner of an 11.33 acre Right-of-way strip which was conveyed by Somerset Hills Ltd. to Williamson County for Ronald Reagan Blvd. (Doc. 2010006962) stands (L46) N 20°43'41" W 23.21 feet.

THENCE with the South boundary of Ronald Reagan Blvd., (C6) 92.21 feet with the arc of the curve to the left having a radius of 3580.01 feet and a central angle of 01°28'33", the chord bears N 34°54'17"E 92.21 feet to an iron pin found; and N 34°12'51"E 188.41 feet to an iron pin which was set in June of 2012.

THENCE setting ½ inch capped iron pins as follows; S 78°26'45" E 199.03 feet; S 77°40'51" E 316.45 feet; S 69°14'38"E 214.30 feet; S 68°23'52" E 235.93 feet; S 27°20'53" E 238.35 feet; and (L70) S 26°29'36" E 122.68 feet.

THENCE with a boundary that has not been staked, as follows; S 33°10'27" W 371.50 feet to the beginning of a curve to the right (C21) having a radius of 343.20 feet and a central angle of 63°25'54", 379.95 feet with the arc of the curve, the chord bears S 61°08'55" W 360.84 feet to the beginning of a curve to the right (C20) having a radius of 302.85 feet and a central angle of 45°11'57", 238.91 feet with the arc of the curve, the chord bears N 71°49'46" W 232.77 feet to the beginning of a curve to the right (C19) having a radius of 301.24 feet and a central angle of 42°16'34", 222.27 feet with the arc of the curve, the chord bears N 63°02'32" W 217.26 feet.

THENCE (L69) S 69°46'32" W 60.47 feet to the West line of the said 424.43 acres.

THENCE with the West boundary of the said 424.43 acre tract, and the East line of the property of Somerset Hills, Ltd. (Lot 2 189.153 ac. Doc. 2004098880), along the West line of the L.S. Walters Survey and the East line of the F. Foy Survey, A-229, N 20°12'46"W 740.79 feet to the POINT OF BEGINNING.

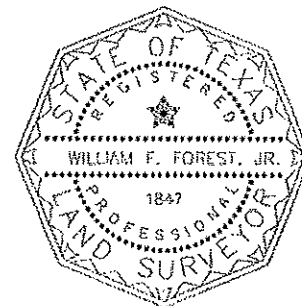
STATE OF TEXAS :
: KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this description was prepared based on a survey of 374.43 acres that was made on the ground of the property legally described hereon, under my supervision in April of 2010. This description is true and correct to the best of my knowledge and belief and does not represent a survey that was made on the ground.

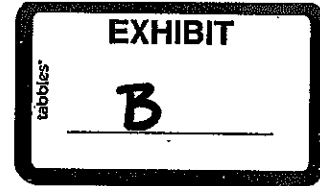
TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 26th day of June of 2012, A.D.

File: Word: Madison Park north preserve.doc


WM. F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626



DESCRIPTION FOR JOHN GOURLEY ET. AL. – MADISON AT GEORGETOWN COTENANCY

BEING 6.91 acres in the L.S. Walters Survey, Abstract No. 653; in Williamson County, Texas; including part of the property called 424.43 acres that was conveyed by Ken Richmond to John D. Gourley, et. al., as described in Doc. 2006052470, Official Public Records of Williamson County, Texas (OPRWCT). A Cotenancy Agreement is of record as filed in Doc. 2010025541 (ORWCT). Survey note: The bearing basis for this survey is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein are in agreement with the survey drawing prepared this date.

COMMENCING (for a point of reference) at an iron pin which was found at the intersection of the South line of Ronald Reagan Blvd. with the West line of the said 424.43 acre property, at the Southwest corner of a 17.72 acre property that was conveyed by John Gourley, et. al., to Williamson County (Doc. 2009083183). This corner exists in the East boundary of the property of Somerset Hills Ltd. (Lot 2, 189.153 ac. Doc. 2004098880). An iron pin which was found at the Southeast corner of an 11.33 acre Right-of-way strip which was conveyed by Somerset Hills Ltd. to Williamson County for Ronald Reagan Blvd. (Doc. 2010006962) stands (L46) N 20°43'41" W 23.21 feet. This corner exists at the Northwest corner of a 20.76 acre parcel reserved for the Williamson County Karst Foundation Preserve.

THENCE along the West boundary of the said 424.43 acre property and the East line of the said Lot 2 of 189.153 acres, S 20°12'46" E 740.79 feet passing the Southwest corner of the said 20.76 acre karst preserve, continuing with the same line an additional 514.27 feet, in all 1255.06 feet to the Northwest corner of this parcel and to the TRUE POINT OF BEGINNING.

THENCE along an unmarked boundary with the boundary of a proposed subdivision of 196.50 acres, with the arc of a curve to the right (C18) having a radius of 349.08 feet and a central angle of 75°31'10", 460.11 feet with the arc of the curve, the chord bears S 79°46'10 E 427.52 feet to the end of the curve; continuing with the boundary of the subdivision, (L68) S 47°26'24" E 91.79 feet to the beginning of a curve to the right (C17) having a radius of 366.25 feet and a central angle of 68°20'37", 436.87 feet with the arc of the curve, the chord bears S 06°41'45" E 411.43 feet to the beginning of a curve to the right (C 16) having a radius of 369.97 feet, and a central angle of 19°41'05", 127.11 feet with the arc of the curve, the chord bears S 26°12'18" W 126.48 feet; (L 67) S 78°28'19" E 2.55 feet, and (L66) S 44° 36'43" W 74.32 feet to a mag nail which was set in a washer in a limestone rock; and S 19°12' 15" W 248.35 feet to a steel cotton spindle which was set in a limestone rock for the Southwest corner of this property.

THENCE with the West boundary of the said 424.43 acre tract, and the East line of the property of Somerset Hills, Ltd. (Lot 2 189.153 ac. Doc. 2004098880), along the West line of the L.S. Walters Survey and the East line of the F. Foy Survey, A-229, N 20°12'46"W 1010.29 feet to the POINT OF BEGINNING.

STATE OF TEXAS :
: KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this description was prepared based on a survey of 374.43 acres that was made on the ground of the property legally described hereon, under my supervision in April of 2010. This description is true and correct to the best of my knowledge and belief and does not represent a

survey that was made on the ground.

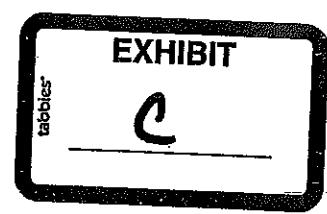
TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 26th day of June of 2012, A.D.

File: Word: Madison Park south preserve.doc


WM. F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626



DESCRIPTION FOR SOMERSET HILLS LTD.

BEING 24.29 acres in Williamson County, Texas; including part of the property called 189.153 ac. according to the deed from Del Webb Texas L.P. to Somerset Hills, Ltd., of record in Doc. 2004098880, of the Official Public Records of Williamson County, Texas (OPRWCT). Survey note: The bearing basis for this description is the Texas Coordinate System of 1983, Grid North, Texas Central Zone. Line codes herein are in agreement with the drawing for a proposed survey that was prepared this date.

BEGINNING at an iron pin which was found at the Northeast corner of the said 189.153 ac. property of Somerset Hills, Ltd., at an offset in the South R.O.W. line of Ronald Reagan Blvd., and in the West line of the 424.43 acre property of J.D. Gourley, et. al. (Doc. 2006052470). This corner exists at the Southeast corner of a right-of-way parcel which was conveyed to Williamson County for Ronald Reagan Blvd. as described in Doc. 2010006962.

THENCE with the East boundary of the property of Somerset Hills Ltd. and the West boundary of the said property of J.D. Gourley, et. al., (L46) S 20°40'51" E 23.18 feet to an iron pin which was found at the Southwest corner of a right-of-way strip which was conveyed to Williamson County (17.72 Ac. Doc. 2009083183); and continuing with the West line of the said 424.43 acre Gourley parcel, S 20°12'46" E 2237.68 feet to an iron pin which is to be set. From this corner a steel cotton spindle which was set at a previous time stands (L48) S 20°12'46" E 27.67 feet.

THENCE with the South boundary of this parcel as proposed to be surveyed, S 67°13'31" W 95.24 feet to an iron pin to be set.

THENCE with the East boundary of a proposed roadway, with a boundary that is to be staked at a later time, as follows; (C14) 83.58 feet with the arc of a curve to the left having a radius of 395 feet and a central angle of 12°07'27", the chord bears N 63°04'06" W 83.43 feet to the end of the curve; N 69°07'50" W 198.60 feet to the beginning of a curve to the right (C15) having a radius of 325.0 feet and a central angle of 50°02'09", 283.82 feet with the arc of the curve, the chord bears N 44°06'45" W 274.89 feet to the end of the curve; N 19°05'41" W 269.40 feet to the beginning of a curve to the left (C16) having a radius of 655 feet and a central angle of 39°07'05"; continuing with the arc of the curve 447.19 feet, the chord bears N 38°39'13" W 438.56 feet to the end of the curve; N 58°12'46" W 105.76 feet to the beginning a curve (C17) to the right having a radius of 345.0 feet and a central angle of 36°54'38"; 222.25 feet with the arc of the curve, the chord bears N 39°45'27" W 218.43 feet to the end of the curve; N 21°18'08" W 184.64 feet to the beginning of a curve (C18) to the left having a radius of 335.0 feet and a central angle of 18°59'26", the chord bears N 30°47'51" W 110.53 feet to the end of the curve; and N 40°17'34" W 146.76 feet to the South line of Ronald Reagan Blvd. (right-of-way deed Doc. 2010006962).

THENCE with the South boundary of Ronald Reagan Blvd., (C12) 816.02 feet with the arc of the curve to the left having a radius of 3110.0 feet and a central angle of 15°02'01", the chord bears N 41°31'03" E 813.68 feet to an iron pin found; and (L47) N 33°16'24" E 52.13 feet to the POINT OF BEGINNING.

STATE OF TEXAS :
: KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this description was prepared based on a survey of 374.43 acres that was made on the ground of the property legally described hereon, under my supervision in April of 2010. This description is true and correct to the best of my knowledge and belief and does not represent a survey that was made on the ground.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas,
this the 26th day of November of 2012, A.D. File: Word: Somerset Hills Preserve.doc


WM. F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

