

## SUN CITY TEXAS PRESERVE

### OPERATION, MANAGEMENT, AND MONITORING PLAN

This SUN CITY TEXAS PRESERVE OPERATION, MANAGEMENT, AND MONITORING PLAN (“Management Plan”) is made by and among Williamson County, Texas (“County”), Williamson County Conservation Foundation (“WCCF”) and the Sun City Texas Community Association, Inc. (“Sun City”) (WCCF, Sun City and County collectively called the “Parties”), on the date set forth below. For specific management activities and practices currently in place see the Management Plan for the Lands Managed by the Williamson County Conservation Foundation Under the Williamson County Regional Habitat Conservation Plan (SWCA 2015).

#### 1. GENERAL

1.1 Sun City Preserve Conservation Easement. The Parties acknowledge and agree that they enter into this Management Plan in connection with that certain Sun City Conservation Easement (“Conservation Easement”) of even date from Sun City, as Grantor, to the County, as Grantee, with the United States Fish and Wildlife Service (“USFWS”) and Texas Parks and Wildlife Department (“TPWD”) as Third Party Beneficiaries thereto.

1.2 Performance of Monitoring, Operation and Management, Periodic Review, and Related Items. The Parties agree that unless otherwise expressly provided herein, WCCF will be responsible for funding and performing (or causing to be performed) the Monitoring, Operation and Management, Periodic Review, and related items including all items referenced in paragraph #2 below (collectively, the “Conservation Actions”) set forth in this Management Plan, as it may be amended from time to time.

1.3 Periodic Review. The Parties recognize and acknowledge that the physical environmental conditions of the Property (that 81.719 acre tract as defined in the Conservation Easement) can change over time due to a variety of factors and that technological advancements and other new information with regard to management practices may be available in the future. Accordingly, to ensure that the conservation purposes set out in the Conservation Easement and this Management Plan continue to be satisfied, the Parties agree that this Management Plan should be reviewed at least every five years. The Management Plan can be modified at any time provided such changes do not violate the conservation purposes of the Conservation Easement and either enhance or do not impair such conservation purposes. Any modification of the Management Plan requires the unanimous agreement of the Parties and must be in writing and executed by duly authorized representatives of each party.

1.4 Conservation Easement Governing Document. In the event of any conflict between any term or provision of the Conservation Easement and this Management Plan, the Conservation Easement controls.

## 2. MONITORING AND MANAGEMENT

Monitoring and management of the Sun City Preserve will be conducted according to the terms and conditions of the Management Plan for the Lands Managed by the Williamson County Conservation Foundation Under the Williamson County Regional Habitat Conservation Plan. This plan has been reviewed and approved by the USFWS and is currently in effect for other karst preserves managed by the WCCF. In summary the plan includes the following components:

### 2.1 Routine monthly preserve inspections include checking for the following:

- (a) Signs of vandalism, unauthorized entry, and trash dumping.
- (b) Damage to vegetation within the Sun City preserve.
- (c) Presence of red imported fire ants (RIFA) proximal to the Sun City main entrance within the preserve.
- (d) Installation and periodic inspection of easement.

### 2.2 Annual biological monitoring of caves containing listed species

Adaptive management is an integrated method for addressing uncertainty. Adaptive management of the Sun City preserve will enable management efforts to be focused on observed changes within or affecting Sun City. Adaptive management may require some tasks to be executed more often than projected. If management is demonstrated to be ineffective, the operation, management, and monitoring of the preserve will, subject to available funding, adjust accordingly.

The results of the biospeleological surveys, RIFA treatment program, and all other operation and maintenance activities will be compiled in an annual report and submitted to Williamson County, the Williamson County Conservation Foundation, the Service, and TPWD.

## 4. PEDESTRIAN TRAIL

4.1 Sun City will maintain to a standard suitable to Sun City and for the sole use of Sun City residents and their guests the existing trails in the Conservation Easement, and may construct and maintain additional pedestrian trails and fencing on the Property as further described in the Conservation Easement.

## 5. TAXES

Sun City will continue to be responsible for all ad valorem taxes, if any, for properties owned by Sun City.

WILLIAMSON COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WILLIAMSON COUNTY CONSERVATION  
FOUNDATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUN CITY TEXAS COMMUNITY  
ASSOCIATION, INC.

By:   
Name: Jim Romine  
Title: Executive Director

Managementplan10-17