

## CONSERVATION EASEMENT

This CONSERVATION EASEMENT made by and between SUN CITY TEXAS COMMUNITY ASSOCIATION, INC. ("Grantor") and WILLIAMSON COUNTY, as trustee for WILLIAMSON COUNTY CONSERVATION FOUNDATION ("Grantee") this 28<sup>th</sup> day of February, ~~2018~~ 2018

### RECITALS:

- A. Grantor is the sole owner in fee simple of certain real property, that has ecological, scientific, educational, and aesthetic value in its present state as a natural area that has not been subject to development or exploitation, is located in Williamson County, Texas, and is more particularly described in Exhibit "A", attached hereto.
- B. Grantor intends that the Conservation Values (defined below) of the Property be preserved and maintained by permitting only those land uses on the Property that do not significantly impair or interfere with such Conservation Values.
- C. Grantor further intends to convey and hereby conveys to Grantee the right of ingress, egress, and access to the Property for the sole purpose of allowing Grantee to conduct the activities set forth in the Management Plan (defined below).
- D. Grantor and Grantee acknowledge that the Property described in Exhibit A has been conditionally recognized as a Karst Fauna Area (KFA) as per letter from US Fish and Wildlife dated 7/5/16 and this agreement constitutes a condition of fulfillment of that KFA recognition.
- E. The Grantor and Grantee have the common purpose of conserving the Conservation Values of the Property in perpetuity, and the State of Texas has authorized the creation of conservation easements pursuant to Chapter 183 of the Texas Natural Resource Code and Grantor and Grantee wish to avail themselves of the provisions of that law.
- F. Grantee intends that the Property be considered a karst fauna area (KFA) and that such KFA is a component part of Grantee's Habitat Conservation Plan on file with the Service.

### DEFINITIONS

"Conservation Easement" means this conservation easement granted Grantee to conserve biological resources and to impose certain restrictions with respect to the relevant Property (defined below).

"Conservation Values" means the benefit of preserving Karst Invertebrates ("KIs") and the Property to the GCWA (golden-cheeked warbler), BCVI (black-capped vireo), and GTS (Georgetown salamander), and the natural, scenic, and open space characteristics of the Property.

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

promulgated pursuant to the ESA.

“Management Plan” means the Operation, Management, and Monitoring Plan submitted by the Williamson County Conservation Foundation and on file with the Service.

“Property” means the tract of real property situated in Williamson County, Texas, containing 81.719 acres and described in Exhibit A.

“Service” means the United States Fish and Wildlife Service.

“Third Party Beneficiaries” means TPWD (defined below) and the Service.

“TPWD” means the Texas Parks and Wildlife Department.

NOW, THEREFORE, the Grantor, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions, and restrictions contained herein and in return for Ten and no/100 Dollars (\$10) and other good and valuable consideration paid by Grantee to Grantor, the Grantor hereby gives, grants, bargains, sells, and conveys unto the Grantee a Conservation Easement in perpetuity over the Property of the nature and character as follows:

1. Protecting Conservation Values. Grantor shall not take any action or make any improvements to the Property that unreasonably jeopardizes the Conservation Values. However, unless specified below, nothing in this Conservation Easement shall require Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no control. Grantor understands that nothing in this Conservation Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law. Further, nothing shall prevent Grantor from building additional trails on the property together with infrastructure commonly associated with such; and nothing shall prevent Grantor from installing utilities or granting utility easements over any portion of the Property; provided; Grantor shall use reasonable care with any new easement grant or installation, or trail installation, to avoid adversely effecting KFA status. Grantor shall seek the advice of Grantee prior to the installation of any said trails, utilities or other improvements to insure that the KFA status is not impaired.
2. Grantor’s Obligations.
  - 2.1 Grantor will comply with the terms of this Conservation Easement and cooperate with the Grantee and Third Party Beneficiaries in the protection of this Property.
  - 2.2 Grantor shall undertake reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property.

- 2.3 Unless exempt from payment of taxes, Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority.
- 2.4 To the extent allowed by law, Grantor and successors in interest shall be allowed to apply for currently existing designations or exemptions with regard to taxation or assessment of the Property or which may be enacted in the future. This Conservation Easement shall be without prejudice to Grantors' and successors' in interest rights to receive such designations.
- 2.5 As may be appropriate, Grantor will cooperate with Grantee and the City of Georgetown, Williamson County, Texas, in allowing such access as contemplated hereunder. No public access will be available except as expressly allowed herein. Grantee's representatives may access the Property to conduct activities contemplated hereby as further described in Section 5.2 and in the Management Plan. Notwithstanding, any access involving five or more persons visiting the Property together or at the same time must be pre-arranged and approved in writing by Grantor. For example and without limitation, school field trips to the Property must be pre-arranged and approved by Grantor.
3. Prohibited Uses. Any activity on or use of the Property inconsistent with the Purpose of this Conservation Easement and associated Management Plan is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as provided in Section 4 below:
- 3.1 Construction. Except as otherwise provided herein, except for temporary photography blinds/observation platforms, there shall be no placement or construction of structures or other improvements on or above the Property; including, without limitation, a tennis court or other recreational court or field, landing strip, building, mobile home, swimming pool, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, golf course, tower, conduit line, or sodium vapor light. Notwithstanding, Grantor retains the express right to erect boundary fencing and gates on the property in Grantor's discretion. To the extent reasonably necessary to allow Grantee access to the Property, Grantor will facilitate Grantee access through any gate if such gate is locked.
- 3.2 Surface Alteration. Except as otherwise provided herein, there shall be no ditching, draining, construction of dikes, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, on or below the surface of the Property unless the Grantee and Third Party Beneficiaries give prior written consent.
- 3.3 Vegetation Alteration. Except as otherwise provided herein, there shall be no use of bulldozers, root plowing, and/or chaining unless the Grantee and Third Party Beneficiaries give prior written consent. All vegetation alteration will be in accordance with guidelines set forth in the Management Plan, if any. Grantor must



not introduce or knowingly allow non-native vegetation onto the Property. Grantor shall have no affirmative obligation to detect non-native vegetation.

- 3.4 Chemicals. The use of pesticides or biocides, including, but not limited to, insecticides, fungicides, rodenticides, herbicides is prohibited, except as expressly approved by Grantee and Third Party beneficiaries in writing.
- 3.5 Dumping. There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Property; there shall be no changing of the topography through the placing of soil or other substance or material such as landfill or dredging spoils.
- 3.6 Soil and Hydrology. Except as otherwise allowed herein, there shall be no use on the Property or activity that causes or is likely to cause soil degradation, erosion, or siltation. Alteration depletion, extraction or pollution of surface water, natural water courses, lakes, ponds, marshes, subsurface water, or any other water bodies on the Property is prohibited. Except as otherwise provided herein, Grantor shall not transfer, encumber, lease, sell or otherwise sever such rights from title to the Property itself without the written approval of the Grantee and Third Party Beneficiaries.
- 3.7 Vehicles. There shall be no operation of dune buggies, motorcycles, or all-terrain vehicles on the Property unless otherwise specified herein or in the Management Plan or unless reasonably necessary for the maintenance of allowed improvements (for example and without limitation, walking trails) on the Property.
- 3.8 Subdivision. The Property may not be divided, partitioned, or subdivided except as a unit containing the entire Property in order to segregate it from the remainder of Grantor's property or to provide for the dedication of, in Grantor's discretion, a road/right of way easement(s) to the City of Georgetown or in the Association's discretion to deed a portion of the Property for a roadway to the City of Georgetown. Except as provided herein, the Property, for the benefits of this Conservation Easement, shall remain as an undivided approximately 81.719 acre tract in perpetuity.
- 3.9 Density. Neither the Property nor any portion of it shall be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise.
- 3.10 Commercial Activity. Except as provided for in Section 4.7, there shall be no commercial or industrial use of, or activity on, the Property unless written approval is obtained from both the Grantee and Third Party Beneficiaries.



4. Grantor's Reserved Rights. The Grantor hereby reserves the following rights without limitation:

4.1 Waterway maintenance. The removal of downed trees, vegetation or other obstructions to the unimpeded flow of Berry Creek, representing a portion of the boundary of this property, shall be the responsibility of the Grantor and access to such equipment or activities related to these activities shall be retained by the Grantor provided all existing waterway embankments and boundaries shall not be otherwise modified.

4.2 General. All rights, title, interest in, and use of the Property not specifically granted to Grantee and Third Party Beneficiaries in this Conservation Easement is retained by Grantor.

4.3 Trail. Grantor may construct and maintain additional pedestrian trails through the Property. Such trails, if constructed, will be similar in size, quality and material to the trails on the Property existing at the time of execution of this agreement and shall be maintained to a similar standard as the other trails on the Property. Equipment access to the property related to these purposes of construction or maintenance shall be retained by the Grantor.

5. Grantee's Rights and Access Easement.

5.1 Right of First Refusal. Grantor hereby grants to Grantee, its successors, legal representatives and assigns a right of first refusal (the "Right") to acquire the fee simple interest in the Property at such time if ever Grantor (including Grantor's assigns, subsidiaries, parents, affiliates or successors in interest with respect to the Property) ever desire to sell such Property (or any portion thereof) to any other party. In the event Grantor receives from any other party a bona-fide offer to purchase the Property (or any portion thereof) on terms that are acceptable to Grantor (the "Offer"), Grantor shall, as a condition precedent to its right to consummate such sale or ground lease, deliver to Grantee a written notice (the "Offer Notice") which sets forth in reasonable detail the terms and provisions of such proposed sale or ground lease, including a copy of the Offer. The Offer Notice must be given not less than sixty (60) days prior to the anticipated closing date of such sale. Grantee shall have the option, for a period of thirty (30) days after receipt of the Offer Notice, to elect to accept such sale or ground lease on substantially the same terms and conditions as are set forth in the Offer Notice. Such election shall be by delivery of written notice to Grantor prior to the expiration of such 30-day period. If Grantee does not exercise such option prior to the expiration of such 30-day period, Grantee shall be deemed to have elected to decline the Offer, and Grantor shall, for a period of one hundred eighty (180) days following the expiration of such 30-day period (or such longer period as may be agreed upon by the parties), be free to consummate such sale referred to in the Offer Notice strictly in accordance with the terms of the Offer Notice. If such transaction is not completed within such 180-day period, Grantor

must again comply with the provisions of this Section in connection with any proposed sale or ground lease of the Property (or portion thereof).

- 5.2 Right of Access to Property for Management Plan Activities and Enforcement. To accomplish the purpose of this Conservation Easement, Grantor hereby further conveys to Grantee, subject to the terms herein, the right of ingress, egress, access, and entry to the Property at all reasonable times for the purposes of (a) conducting any and all activities on the Property pursuant to the Management Plan, including without limitation, inspecting, managing, monitoring, and conducting fire ant treatments; (b) inspecting the Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (c) conducting surveys and other scientific observations or studies, copies of which studies shall be provided to Grantor upon written request by Grantor; (d) enforcing the terms of this Conservation Easement; and (e) taking any and all actions with respect to the Property, as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof.
6. Third Party Beneficiaries' Rights. This Conservation Easement creates rights of third party enforcement by US Fish and Wildlife Service, Department of the Interior as evidenced by the Williamson County Regional Habitat Conservation Plan and as permitted under federal Endangered Species Act incidental take permit number TE-181840-1 dated October 21, 2008 (as amended August 30, 2013, hereinafter the "Permit") and the Williamson County Conservation Foundation. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Third Party Beneficiaries by this Conservation Easement:
  - 6.1 Right to Protect. The right to preserve and protect the Conservation Values of the Property in accordance with the terms of this Conservation Easement.
  - 6.2 Right of Entry. The right to enter the Property at all reasonable times and with prior notice to Grantor for the purposes of: (a) inspecting the Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (b) enforcing the terms of this Conservation Easement; (c) taking any and all actions with respect to the Property, as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof as allowed hereunder.
  - 6.2 Enforcement. Subject to the terms herein, the right to prevent any activity on or use of the Property that is inconsistent with the terms of this Conservation Easement and to require to the extent permitted hereunder the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.
7. Discretionary Consent. The Grantee's and Third Party Beneficiaries' consent for activities otherwise prohibited in this Conservation Easement, or for any activities requiring Grantee's and Third Party Beneficiaries' consent, may be given under the following conditions and



circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in this Conservation Easement are deemed desirable by all, the Grantor, the Grantee, and Third Party Beneficiaries, the Grantee and Third Party Beneficiaries may, in their sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring the Grantee's and Third Party Beneficiaries' consent, shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee and Third Party Beneficiaries to judge the consistency of the proposed activity with the purpose of this Conservation Easement. The Grantee and Third Party Beneficiaries may give their permission only if they determine, in their sole discretion, that such activities (1) do not violate the purpose of this Conservation Easement and (2) either enhance or do not impair any conservation interests associated with the Property. Notwithstanding the foregoing, the Grantee and Third Party Beneficiaries and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any residential, commercial or industrial structures or any commercial or industrial activities on the Property, except as outlined in this Conservation Easement.

8. Habitat Management. The habitat on the Property will be managed for the benefit of KIs, and other species in accordance with the Management Plan.
9. Costs and Liabilities. Except as otherwise provided in this Agreement or the Management Plan, including without limitation, the Grantee's obligation to conduct or pay for operation and maintenance of the Property as more particularly described in the Management Plan, the Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of comprehensive general liability insurance coverage. Grantee shall maintain its own general liability insurance coverage.

To the extent allowed by law, each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the other party on the Property.

10. Taxes. The Grantor shall pay any real estate taxes or other assessments levied on Grantor's interest in the Property. If the Grantor becomes delinquent in payment of taxes or assessments, so that a lien is created against the Property and public notice of sale is posted and written notice thereof is given to Grantor, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in the Property by paying funds to discharge the lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantee's interest in the Property and to assure the continued enforceability of this Conservation Easement.
11. Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement, and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement. This conveyance is subject to all

easements, rights of way, reservations, mineral severances, covenants, conditions, restrictions, and other title exceptions of record which affect the Property. The Grantor shall provide notice to Grantee and to Third party Beneficiaries in the event that title to the Property is transferred.

12. Hazardous Waste. To the best of Grantor's knowledge without diligent inquiry, Grantor covenants, represents and warrants to the Grantee that no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are no underground storage tanks located on the Property.
13. Grantee's and Third Party Beneficiaries' Remedies. If the Grantee or Third Party Beneficiaries become aware of a violation of the terms of this Conservation Easement, the Grantee or Third Party Beneficiaries shall give notice to the Grantor, at the Grantor's last known address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and to restore the Property to its previous condition. Grantor agrees that the Easement Documentation Report shall be deemed to provide objective information concerning the Property's condition at the time of this grant. Failure by the Grantor to abate the violation and take such other corrective action as may be requested by the Grantee and Third Party Beneficiaries within thirty (30) days after receipt of such notice shall entitle the Grantee or Third Party Beneficiaries to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to require the restoration of the Property to its previous condition; to enjoin the non-compliance by ex parte, temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any actual damages arising from the noncompliance. Such damages, when recovered, must be applied by the Grantee to corrective action on the Property. If the court or arbitration process determines that the Grantor has failed to comply with this Conservation Easement, the Grantor shall reimburse the Grantee for any reasonable costs of enforcement, including costs of restoration, mediation, arbitration, court costs and reasonable attorney's fees.
  - 13.1 Emergency Enforcement. If the Grantee or Third Party Beneficiaries, in their reasonable discretion, determine that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, the Grantee or Third Party Beneficiaries may pursue remedies under this paragraph with prior notice to the Grantor by personal communication, telephone, or otherwise described herein, but without waiting for the period for cure to expire.
  - 13.2 Failure to Act or Delay. The Grantee and Third Party Beneficiaries do not waive or forfeit the right to take action as may be necessary to ensure compliance with this Conservation Easement and associated Management Plan by any prior failure to act and the Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act or delay by the Grantee and Third Party Beneficiaries, their successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Easement.



- 13.3 Violations Due to Causes Beyond Grantor's Control. Nothing herein shall be construed to entitle the Grantee or Third Party Beneficiaries to institute any enforcement proceedings against the Grantor for any changes to the Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Easement caused by the unauthorized wrongful acts of third persons, Grantor agrees to give Grantee and Third Party Beneficiaries timely notice of such acts as soon as Grantor becomes aware of such, and, upon request by the Grantee, to join in any suit or, at the election of the Grantor, to appoint the Grantee as its attorney-in-fact for the purposes of pursuing enforcement action.
14. Dispute Resolution. If a dispute arises between Grantor, Grantee and/or Third Party Beneficiaries, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration. Thereafter, any unresolved controversy shall be settled by arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the decision tendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the mediation and arbitration requirements of this Section 14, for any violation of the terms of this Conservation Easement that might cause temporary or permanent damage to the Conservation Values of the Property, the provisions of Section 13 regarding injunctive relief for Grantee and Third Party Beneficiaries shall control over this Section 14.
15. Parties Subject to Easement. The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon the Grantor but also its lessees, agents, personal representatives, successors and assigns, and all other successors to Grantor in interest and shall continue as a servitude running in perpetuity with the Property.
16. Subsequent Transfers. The Grantor agrees that the terms, conditions, restrictions and purposes of this grant or reference thereto will be inserted by the Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Property.
17. Merger. The Grantor and the Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.
18. Assignment. The parties hereto recognize that the benefits of this easement are in gross and assignable. Any assignment shall be to a qualified organization, as that term is defined in Section 170(h)(3) of the IRC of 1986, that is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(3) of the IRC and committed to hold the easement solely for the conservation purposes that the contribution was originally intended to advance. Grantor and Third Party Beneficiaries must give written approval of the organization prior to assignment.

If Grantee ever ceases to exist or no longer qualifies under Section 170(h) of the Code, or

applicable state law, upon motion of Grantor, Grantee, Third Party Beneficiaries or an interested third party, a court of competent jurisdiction shall transfer this Conservation Easement and associated Management Plan to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Conservation Easement and associated Management Plan. In the event that Grantee is unable to fulfill its responsibilities as the holder of this Conservation Easement and associated Management Plan, Grantee will attempt to cooperate with Grantor and Third Party Beneficiaries to identify and select a substitute organization that is acceptable to Grantor and Third Party Beneficiaries.

If the Grantee ceases to exist or no longer qualifies to hold the conservation easement, the Grantee shall notify the Third Party Beneficiaries. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that Grantee shall be required to comply with instructions from the Third Party Beneficiaries. Furthermore, the parties acknowledge and agree that nothing contained herein shall bind the Third Party Beneficiaries regarding the nature of such instructions.

19. Extinguishment. The Grantor agrees that, at the time of the conveyance of this Conservation Easement to the Grantee, this Conservation Easement gives rise to a real property right, immediately vested in the Grantee.

When a change in conditions takes place that makes impossible or impractical any continued protection of the Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the Grantee, or subsequent subgrantees, shall request disposition of the Property in accordance with 43 C.F.R. §12.71.

Notwithstanding anything herein to the contrary, the parties acknowledge and agree that Grantee shall be required to comply with the disposition instructions from the Third Party Beneficiaries. Furthermore, the parties acknowledge and agree that nothing contained herein shall bind the Third Party Beneficiaries regarding the nature of such disposition instructions.

20. Miscellaneous Provisions.

20.1 Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

20.2 Successors and Assigns. The term "Grantor" shall include the Grantor and the Grantor's heirs, executors, administrators, successors and assigns and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in



the context of its use. The term "Grantee" shall include Williamson County, Texas, and its successors and assigns.

- 20.3 Rerecording. The Grantee is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Conservation Easement; and Grantor appoints the Grantee its attorney-in-fact for the purpose of filing, recording and rerecording, if necessary, any instrument pursuant to this Conservation Easement. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.
- 20.4 Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.
- 20.5 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 20.6 Legislative Changes. All references to state and Federal laws shall be applicable to similar successor provisions as may be hereinafter enacted from time to time.
- 20.7 Notices. Notices required in this Conservation Easement shall be sent by registered or certified mail to the addresses below or to such address as may be hereafter specified by notice in writing.

If to Grantor:

with a copy to: Sun City Texas Community  
Association  
2 Texas Dr. Building A.  
Georgetown, TX 78633  
Attn: Jim Rantine, Executive Director  
Phone: (512) 948-7703  
Fax: (512) 948-7681

If to Grantee: WILLIAMSON COUNTY  
Attn: Gary Boyd  
219 Perry Mayfield  
Leander, TX 78641

Phone: (512) 943-1921  
wccf@wilco.org

with a copy to:

Charlie Crossfield  
309 E. Main Street  
Round Rock, Texas 78664  
Phone: (512) 255-8877  
Fax: (512) 255-8986

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| If To Third Party<br>Beneficiary: | U.S. Fish and Wildlife Service<br>Austin Ecological Services Field Office<br>10711 Burnett Road, Suite 200<br>Austin, Texas 78758<br>Attn: Field Supervisor<br>Phone: <u>(512) 490-0057</u> |
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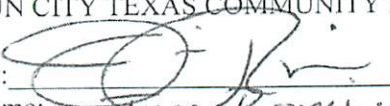
- 20.8 Federal Appropriations. The duties of the Third Party Beneficiaries to carry out its obligations pursuant to this Conservation Easement and associated Management Plan shall be subject to the availability of appropriated funds.
- 20.9 Amendment. This Conservation Easement may not be amended, modified, or rescinded except upon written consent by the Grantor, Grantee, and Third Party Beneficiaries.
- 20.10 Endangered Species Act. Grantor and Grantee each acknowledge that all activities accomplished or permitted under this Conservation Easement and associated Management Plan (or in general) must comply with all appropriate local, state, and Federal statutes including, but not limited to, the ESA.
- 20.11 Federal Interest, Non-discrimination. So long as the Property is managed by Williamson County for the purpose for which it was acquired Williamson County is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Title IX of the Education Amendments of 1972. Further, Williamson County agrees, to the extent required by law, that no individual will be turned away or otherwise denied access to or benefit from any program on the Property or activity that is directly associated with a program on the Property on the basis of race, color, national origin, age and sex (in educational activities) or disability.
- 20.12 Effective Date. This Conservation Easement shall not become effective and binding until (i) the Service executes and/or approves the initial Management Plan, and (ii) this Conservation Easement is fully executed by Grantor and Grantee.



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

Executed on this 28<sup>th</sup> day of February, ~~2017~~  
2018

GRANTOR:  
SUN CITY TEXAS COMMUNITY ASSOCIATION, INC.

By:   
Name: Jim Romine  
Title: Executive Director

GRANTEE:  
WILLIAMSON COUNTY

By:   
Dan A. Gattis, County Judge

*(Acknowledgments on the following page.)*

STATE OF TEXAS

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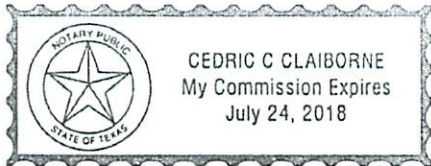
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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this 28<sup>th</sup> day of February, 2017, by Jim Romine, on behalf of the SUN CITY cu


TEXAS COMMUNITY ASSOCIATION, INC.

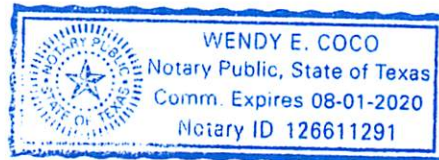


  
Notary Public  
My Commission Expires: 07/24/2018

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on this 16th day of March, 2017, by DAN A. GATTIS, on behalf of Williamson County. 2018

  
Notary Public  
My Commission Expires: 8/1/20



**PREPARED IN THE OFFICE OF:**  
Sheets & Crossfield, P.C.  
309 E. Main Street  
Round Rock, TX 78664

**AFTER RECORDING RETURN TO:**  
Sheets & Crossfield, P.C.  
309 E. Main Street  
Round Rock, TX 78664

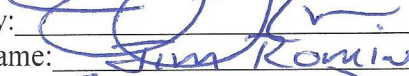
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22.14 Conservation Easement Governing Document. In the event of any conflict between any term or provision of this Conservation easement and the Management Plan, the Conservation Easement controls.

Executed on this 28<sup>th</sup> day of February, ~~2017~~  
2018

GRANTOR:  
SUN CITY TEXAS COMMUNITY ASSOCIATION, INC.

By:   
Name: Jim Romine  
Title: Executive Director

GRANTEE:  
WILLIAMSON COUNTY

By: \_\_\_\_\_  
Dan A. Gattis, County Judge


*(Acknowledgments on the following page.)*

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on this 28<sup>th</sup> day of February, 201~~7~~<sup>8</sup>, by Jim Romine, on behalf of the SUN CITY CC

TEXAS COMMUNITY ASSOCIATION, INC.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 07/24/2018

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

          This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, on behalf of Williamson County.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 E. Main Street  
Round Rock, TX 78664

**AFTER RECORDING RETURN TO:**

Sheets & Crossfield, P.C.  
309 E. Main Street  
Round Rock, TX 78664

conservation easement 10-17.doc