



47  
48 and/or the black-capped vireo (*Vireo atricapilla*) ("**BCVI**") and/or karst species of  
49 concern. The GCWA and BCVI have been listed as endangered species under  
50 the Federal Endangered Species Act of 1973, as amended, 16 U.S.C. Section  
51 1531 et seq.

52  
53 9. The City of Sunset Valley now desires to designate the Gaines Greenbelt  
54 for inclusion in the BCP and to participate as a Managing Partner in the Regional  
55 Plan.

56  
57 10. As part of the BCP, the Gaines Greenbelt will include a single trail, more  
58 particularly described in the attached and incorporated **EXHIBIT B ("Gaines  
59 Greenbelt Trail")**.

60  
61 11. The Coordinating Committee is authorized to approve a Managing Partner  
62 Agreement under section 3.4 (b) (6) of the Interlocal Agreement.  
63

64 **B. Parties**

65 The Parties to this Agreement are the City of Sunset Valley ("**Sunset Valley**"), a  
66 municipality organized under the laws of the State of Texas, and the Coordinating  
67 Committee.  
68

69 **C. Purpose**

70 The purposes of this Agreement are to:

71 1. Assist the Coordinating Committee in implementing the terms of the  
72 Regional Permit by designating and managing the Gaines Greenbelt as part of  
73 the BCP.  
74

75 2. Provide a mechanism whereby Sunset Valley may mitigate for impacts to  
76 GCWA, BCVI, or karst species covered by the Regional Permit due to the  
77 maintenance, improvement, and public use of the Gaines Greenbelt Trail and  
78 mitigate for future habitat impacts associated with social trail closure, fencing and  
79 signage as defined in this Agreement, thereby allowing the Gaines Greenbelt  
80 Trail to remain open with existing uses to the extent that such uses are  
81 consistent with the terms and conditions of this Agreement.  
82

83 3. Promote the preservation of flora and fauna in Sunset Valley.  
84

85 4. Incorporate the Gaines Greenbelt into the BCP, thereby increasing the  
86 total area of land included in the BCP, and designate Sunset Valley as a  
87 Managing Partner of the BCCP pursuant to all requirements of the Regional  
88 Permit.  
89

90 5. Protect endangered species habitat on the Gaines Greenbelt in perpetuity  
91 and cooperate in the regional effort to address wildlife management and  
92 conservation as set forth in the Regional Plan; and,

93  
94 6. Continue to use the Gaines Greenbelt in a manner that is consistent with  
95 deed restrictions which require that it be used by the public for “parks,  
96 recreational, greenbelt/and or preserve purposes.”  
97

## 98 **ARTICLE II. Obligations of Sunset Valley**

99 In addition to its other obligations set forth in this Agreement, Sunset Valley agrees to  
100 the following:

101 **A.** By its execution of this Agreement, Sunset Valley agrees to designate the  
102 entirety of the Gaines Greenbelt, as described in **EXHIBIT A**, as part of the BCP  
103 in perpetuity; provided, however, that in the event that the Regional Permit is  
104 terminated or expires *and* the BCP is terminated and no part of the property  
105 comprising the BCP continues to be operated and maintained as an endangered  
106 species habitat preserve, this Agreement shall then expire.

107  
108 **B.** Sunset Valley will:  
109 1. ensure that the Gaines Greenbelt will be preserved as functional breeding  
110 habitat for the GCWA and/or BCVI and/or species of concern and/or other  
111 endangered species listed in the Regional Permit;

112  
113 2. prevent activities which might damage, compromise, or interfere with the  
114 ecological diversity or resource quality of the Gaines Greenbelt or the natural  
115 processes occurring within the Gaines Greenbelt;

116  
117 3. prevent any use of the Gaines Greenbelt that is inconsistent with the  
118 requirements of the Regional Plan, Regional Permit, BCP Land Management  
119 Plan (“**BCP-LMP**”), **Gaines Greenbelt Land Management Plan (EXHIBIT C)**,  
120 and ensure that uses of the Gaines Greenbelt are in compliance with the  
121 Endangered Species Act; and

122  
123 4. manage the Gaines Greenbelt:  
124 (a) in accordance with the terms of this Agreement, and  
125 (b) in accordance with its land management plan adopted pursuant to  
126 Article II. C. of this Agreement.

127  
128 **C.** Sunset Valley has provided to the Coordinating Committee Secretary a specific  
129 land management plan chapter for the Gaines Greenbelt (“**Gaines Greenbelt**  
130 **LMP**”), attached and incorporated as **EXHIBIT C**. Approval and execution of  
131 this Agreement constitutes approval of the Gaines Greenbelt LMP. After  
132 execution of this Agreement, the Gaines Greenbelt LMP will be included in the  
133 larger BCP-LMP for all Regional Plan partners and submitted to USFWS for  
134 approval.

135  
136 **D.** Sunset Valley acknowledges that, under the adaptive management requirement  
137 of the Regional Permit, the BCP-LMP is revised approximately every 5 years and  
138 that the Gaines Greenbelt LMP will need to be revised periodically as part of the

139 BCP-LMP revisions. Sunset Valley agrees to cooperate with the Coordinating  
140 Committee Secretary to revise the BCP-LMP as needed and further agrees to  
141 submit revisions of the Gaines Greenbelt LMP to the Coordinating Committee  
142 Secretary for review within any deadlines established by the Coordinating  
143 Committee Secretary. Sunset Valley acknowledges that the Coordinating  
144 Committee Secretary will approve a Gaines Greenbelt LMP only if it complies  
145 with the Regional Permit, current and future versions of the BCP-LMP, and the  
146 terms of this Agreement.

147  
148 **E.** Sunset Valley agrees to manage the Gaines Greenbelt:  
149 1. under the terms and conditions of the Regional Permit's "Land  
150 Management Plans and Guidelines" section;  
151  
152 2. under the current and future versions of the BCP-LMP and Coordinating  
153 Committee Secretary-approved Gaines Greenbelt LMP; and,  
154  
155 3. under the terms and conditions of the BCP Trail Master Plan and, more  
156 specifically, the Gaines Greenbelt section of the Violet Crown BCP Trail Master  
157 Plan, as accepted on February 18, 2009 by the Coordinating Committee and  
158 insofar as the BCP Trail Master Plan proposals and outcomes do not conflict with  
159 the Regional Plan, Regional Permit, BCP-LMP and Gaines Greenbelt LMP.

160  
161 **F.** Sunset Valley shall submit an annual report regarding its management of the  
162 Gaines Greenbelt during the previous fiscal year (for the period of October 1 –  
163 September 30) to the Coordinating Committee Secretary no later than December  
164 31 of each year. This document will be included in the total BCCP Annual Report  
165 due to USFWS annually by January 31 and will follow the report format used by  
166 the Regional Plan Permit Holders.

167  
168 **G. The Gaines Greenbelt Trail (EXHIBIT B).** Sunset Valley agrees to monitor,  
169 construct and maintain the Gaines Greenbelt Trail as shown in Exhibit B:  
170  
171 1. Not later than six months after the effective date of this Agreement,  
172 Sunset Valley will remove, obstruct and revegetate to a native state all trails in  
173 the Gaines Greenbelt except the Gaines Greenbelt Trail which is co-located with  
174 the BCP Trail Master Plan process-approved Violet Crown Trail (project  
175 sponsored by the non-profit Hill Country Conservancy, hereafter defined in  
176 Section H). Sunset Valley shall ensure that the areas of the removed trails are no  
177 longer usable as trails and are not a source of environmental degradation.  
178  
179 2. Sunset Valley agrees to construct and maintain the Gaines Greenbelt Trail  
180 in a manner that is consistent with:  
181  
182 (a) this Agreement;  
183 (b) the Gaines Greenbelt LMP; and

184 (c) the Gaines Greenbelt section of the Violet Crown BCP Trail Master Plan  
185 proposal submitted to and approved by the Coordinating Committee on  
186 February 24, 2011.

187  
188 3. The Gaines Greenbelt Trail will have a maximum width of four feet and will  
189 be constructed and maintained using only natural materials to state-of-the-  
190 practice standards which prevent erosion and environmental damage per the  
191 Gaines Greenbelt LMP.

192  
193 4. All disturbances to the tree canopy over the Gaines Greenbelt Trail must  
194 be kept to a minimum and must be in compliance with the Regional Plan, the  
195 Regional Permit, and the Gaines Greenbelt LMP.

196  
197  
198 5. Sunset Valley will prohibit the establishment of any new trails on the  
199 Gaines Greenbelt other than the Gaines Greenbelt Trail and will immediately  
200 close, remove, and revegetate all new trails that come into existence on the  
201 Gaines Greenbelt after the effective date of this Agreement. Not later than six  
202 months after a new trail is discovered, Sunset Valley shall remove, obstruct, and  
203 restore unauthorized trails to native vegetation so that the areas are no longer  
204 usable as trails and are not a source of environmental degradation.

205  
206  
207 6. The Parties agree that mountain biking and walking dogs on leashes will  
208 continue to be allowed on the Gaines Greenbelt Trail after the effective date of  
209 this Agreement. These “grandfathered” uses may be altered only through the  
210 Trail Master Plan process. Sunset Valley agrees to continue to post signs,  
211 maintain and patrol the Gaines Greenbelt to reduce the impacts of these  
212 grandfathered uses and ensure these uses are limited to the Gaines Greenbelt  
213 Trail.

214  
215 7. Sunset Valley agrees that any new, future, requested uses will be  
216 evaluated first through the Regional Permit, BCP-LMP and the Gaines Greenbelt  
217 LMP, then through the BCP Trail Master Plan process if applicable. Any proposal  
218 or effort to amend the Gaines Greenbelt section of the Violet Crown Trail or to  
219 accommodate new uses on the Gaines Greenbelt Trail will be guided through the  
220 BCP Trail Master Plan process, sponsored and funded by Sunset Valley, and  
221 coordinated with Permit Holders and Hill Country Conservancy.

222  
223 **H. The Violet Crown Trail.** The not-for-profit organization Hill Country Conservancy  
224 is the primary sponsor and coordinator of the Violet Crown Trail, a regional “walk  
225 for a day” trail in Travis and Hays Counties, with a segment co-located with the  
226 Gaines Greenbelt Trail in Sunset Valley. Sunset Valley and the Coordinating  
227 Committee:

- 228 1. acknowledge that Sunset Valley intends for the Gaines Greenbelt Trail to  
229 constitute a part of the regional trail called the Violet Crown Trail, as approved by  
230 the Coordinating Committee for the Violet Crown BCP Trail Master Plan;  
231
- 232 2. agree that the Gaines Greenbelt Trail and the portion of the Violet Crown  
233 Trail that goes through the Gaines Greenbelt shall be identical and consist of one  
234 and the same trail;  
235
- 236 3. agree that the Gaines Greenbelt Trail in this Agreement aligns with  
237 connecting endpoints of the Violet Crown Trail and any change to that alignment  
238 would require:  
239
- 240 a. an amendment to EXHIBIT C mutually agreed by the parties; and  
241 b. withdrawal by the Coordinating Committee of the approved Violet Crown  
242 BCP Trail Master Plan, resubmission of a new plan with the new  
243 alignment, and approval of the new Trail Master Plan by the Coordinating  
244 Committee;  
245
- 246 4. agree that the portion of the Violet Crown Trail that goes through the  
247 Gaines Greenbelt must be developed, constructed, maintained, and used in  
248 accordance with the Regional Permit, BCP-LMP, Gaines Greenbelt LMP, and  
249 approved Violet Crown BCP Trail Master Plan;  
250
- 251 5. acknowledge that Sunset Valley has no responsibility for maintaining any  
252 portion of the Violet Crown Trail that is not located within the Gaines Greenbelt;  
253 and  
254
- 255 6. acknowledge that this Agreement does not provide mitigation for any  
256 portions of the Violet Crown Trail other than the portion located within the Gaines  
257 Greenbelt.  
258
- 259 **I. Fencing and Signage.** To control unauthorized access to the Gaines Greenbelt,  
260 Sunset Valley will, not later than six months after the effective date of this  
261 Agreement, install or repair fencing and signage that is effective in preventing  
262 unauthorized access to the Gaines Greenbelt. The fencing and signage required  
263 under this Agreement shall comply with the following conditions:  
264 1. the fencing must be constructed in the location shown in the attached and  
265 incorporated **EXHIBIT D**; and  
266
- 267 2. signs must be crafted and installed in locations as shown on EXHIBIT D to  
268 deter trespass and promote the partnership with the BCP.  
269
- 270 **J.** Sunset Valley shall restore, as soon as reasonably practicable, any portions of  
271 the Gaines Greenbelt that are damaged by unauthorized access or unauthorized  
272 use.  
273

- 274 **K.** Sunset Valley does not by this Agreement assume any responsibility or liability  
275 for management of preserve system lands which are not included in **EXHIBIT A**  
276 to this Agreement. Sunset Valley does not by this Agreement assume any  
277 responsibility for enforcement actions regarding compliance with the Endangered  
278 Species Act other than commitments in this Agreement to comply with the  
279 Regional Permit and its appurtenant plans and guidelines.  
280
- 281 **L.** This Agreement does not restrict Sunset Valley from conveying by lease, sale, or  
282 other transaction, any interest in its preserve system lands included in **EXHIBIT**  
283 **A** to this Agreement to a third party; provided, however, the Coordinating  
284 Committee or its designated representative must be given prior notice and  
285 opportunity to review and approve the documentation necessary to ensure that  
286 the Gaines Greenbelt remains designated in accordance with Article II. A. of this  
287 Agreement, and that Sunset Valley or its transferee shall remain responsible for  
288 managing the Gaines Greenbelt in accordance with this Agreement.  
289
- 290 **M.** Sunset Valley is solely responsible for any costs associated with the public's use  
291 of the Gaines Greenbelt, including all construction, maintenance, and restoration  
292 costs.  
293
- 294 **N.** Sunset Valley will designate one individual to represent it on the BCCP Citizen's  
295 Advisory Committee.  
296

### 297 **ARTICLE III. Obligations of Coordinating Committee**

- 298 **A.** The Coordinating Committee agrees that Sunset Valley will continue to own and  
299 use the Gaines Greenbelt in accordance with the property's deed restrictions,  
300 which require it to be used by the public for park, recreational, greenbelt and/or  
301 preserve purposes; however, such use is subject to the terms and conditions of  
302 this Agreement, the Regional Plan, the Regional Permit, the BCP-LMP, and the  
303 Gaines Greenbelt LMP. Sunset Valley will maintain the name of the land as the  
304 "Gaines Greenbelt" in accordance with the deed restrictions.  
305
- 306 **B.** Upon the request of Sunset Valley, the Coordinating Committee or its designated  
307 representatives may, but is not required to, provide technical guidance to Sunset  
308 Valley regarding trail and preserve maintenance, use, improvements, signage,  
309 and fencing consistent with the terms and conditions of the Regional Permit,  
310 Regional Plan, BCP – LMP, Gaines Greenbelt LMP and BCP Trail Master Plan.  
311
- 312 **C.** The Coordinating Committee is responsible for submitting all annual reporting  
313 documents to the USFWS.  
314
- 315 **D.** The Coordinating Committee will provide Sunset Valley with BCP-LMP and  
316 Gaines Greenbelt LMP documents after they have been approved by the  
317 Coordinating Committee.  
318

319 E. The Coordinating Committee will provide Sunset Valley with one position on the  
320 BCCP Citizen's Advisory Committee.  
321

#### 322 **ARTICLE IV. General Provisions**

323 A. **Term.** This Agreement becomes effective on the date of the last party to sign,  
324 and is to last in perpetuity.  
325

326 B. **Remedies.**  
327

328 1. **Enforcement.** Each party has the right to enforce its rights under this  
329 Agreement and to enforce the duties and obligations of the other party under this  
330 Agreement.  
331

332 2. **Relief.** If any party fails to cure a violation under this Agreement within 90  
333 days after receipt of written notice thereof, or under circumstances where the  
334 violation cannot reasonably be cured within a 90-day period, fails to begin curing  
335 such violation within the 90-day period, or fails to continue diligently to cure such  
336 violation until finally cured, the other party may utilize all legal remedies available  
337 to that party.  
338

339 3. **Scope of Relief.** The rights under this **Article IV.B.** apply equally in the  
340 event of either actual or threatened violations of the terms of this Agreement.  
341 The remedies described in this **Article IV.B.** shall be cumulative and shall be in  
342 addition to all remedies now or hereafter existing at law or in equity.  
343

344 4. **Forbearance.** Forbearance by any party to exercise its rights under this  
345 Agreement in the event of any breach of any term of this Agreement shall not be  
346 deemed or construed to be a waiver of such term or of any subsequent breach of  
347 the same or any other term of this Agreement or of any rights under this  
348 Agreement. No delay or omission in the exercise of any right or remedy upon  
349 any breach by either party shall impair such right or remedy or be construed as a  
350 waiver.  
351

352 5. **Acts Beyond Either Party's Control.** Nothing contained in this  
353 Agreement shall be construed to entitle either party to bring any action against  
354 the other party for any injury to or change in the Gaines Greenbelt resulting from  
355 causes beyond such other party's control, such as fire, flood, storm, acts of God,  
356 and earth movement, or from any prudent action taken by the other party under  
357 emergency conditions to prevent, abate, or mitigate significant injury to the  
358 Gaines Greenbelt resulting from such causes.  
359

360 6. **Mediation.** When mediation is acceptable to both parties in resolving a  
361 dispute arising under this Agreement, the parties agree to use the Dispute  
362 Resolution Center of Austin, Texas as the provider of mediators for mediation as  
363 described in Section 154.023 of the Texas Civil Practice and Remedies Code.  
364 Unless both parties are satisfied with the result of the mediation, the mediation

365 will not constitute a final and binding resolution of the dispute. All  
366 communications within the scope of the mediation shall remain confidential as  
367 described in Section 154.073 of the Texas Civil Practice and Remedies Code,  
368 unless both parties agree, in writing, to waive the confidentiality.  
369

370 **C. Notice to Parties.**

371 Any notice, approval, consent, or other required communication to be given hereunder  
372 by either party to the other shall be in writing and may be effected by personal delivery  
373 in writing, or registered or certified mail, return receipt requested, when mailed by U.S.  
374 mail to the proper party, at the following addresses:  
375

376 **CITY OF SUNSET VALLEY:**

377 City of Sunset Valley  
378 3205 Jones Road  
379 Sunset Valley, Texas 78745  
380

381 **BALCONES CANYONLANDS CONSERVATION PLAN COORDINATING**

382 **COMMITTEE:**

383  
384 Balcones Canyonlands Conservation Plan Coordinating Committee – City of  
385 Austin  
386 Attn: BCCP Coordinating Committee Secretary  
387 C/O Austin Water Utility  
388 P.O. Box 1088  
389 Austin, Texas 78767  
390

391 Balcones Canyonlands Conservation Plan Coordinating Committee – Travis  
392 County  
393 Attn: County Judge  
394 P.O. Box 1748  
395 Austin, Texas 78767  
396

397 with copies to:

398 City of Austin Law Department  
399 P.O. Box 1088  
400 Austin, Texas 78767  
401 Attention: TM File No. 56315  
402

403 Honorable David Escamilla (or his successor in office)  
404 Travis County Attorney  
405 P.O. Box 1748  
406 Austin, Texas 78767  
407 Attention: File No. 291.8  
408

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

411

412 **D. Miscellaneous.**

413

414 **1. Entirety of Agreement and Modification.** This instrument contains the  
415 entire agreement between the parties relating to the rights herein granted and the  
416 obligations herein assumed. Any prior agreements, promises, negotiations, or  
417 representations not expressly set forth in this Agreement are of no force or effect.  
418 Any oral representations or modifications concerning this Agreement shall be of  
419 no force or effect, excepting a subsequent modification in writing signed by the  
420 party to be charged and expressly approved by an authorized representative of  
421 such party. No official, representative, employee, or agent of the Coordinating  
422 Committee has any authority to modify or amend this Agreement except pursuant  
423 to specific authority to do so granted by the Coordinating Committee. No official,  
424 representative, employee or agent of Sunset Valley has any authority to modify  
425 or amend this Agreement except pursuant to specific authority to do so granted  
426 by the City of Sunset Valley.

427 **2. Successor and Assigns.** This Agreement and its covenants and  
428 restrictions shall run with the land and: (a) shall be binding upon Sunset Valley  
429 and all future owners of the Gaines Greenbelt and the Coordinating Committee  
430 and the Coordinating Committee's successors and assigns; and (b) shall inure to  
431 the benefit of Sunset Valley and Sunset Valley's successors and "**Designated**  
432 **Assignees**" and the Coordinating Committee and the Coordinating Committee's  
433 successors and "**Designated Assignees**". For purposes of this Agreement the  
434 term "**Designated Assignees**" shall mean and refer to the assignees of either  
435 party to this Agreement which are specifically referenced as the assignees of the  
436 rights of such party under this Agreement in a written instrument which is  
437 executed and acknowledged by Sunset Valley or the Coordinating Committee, as  
438 applicable, and recorded in the Official Public Records of Travis County, Texas.  
439 The mere conveyance of real property will not qualify the transferee of such real  
440 property as one of the "**Designated Assignees**" of either party hereunder unless  
441 the specific provisions of the immediately preceding sentence are strictly  
442 complied with.

443 **3.** This Agreement is performable in Travis County, Texas, and Texas law  
444 governs its interpretation and application.

445 **4.** Regardless of the actual drafter of this Agreement, this Agreement shall,  
446 in the event of any dispute over its meaning or application, be interpreted fairly  
447 and reasonably, and neither more strongly for or against either party.

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

451           **6.**     In any action to enforce the terms of this Agreement, no party shall be  
452           entitled to recovery of attorneys' fees from the other party.  
453

454           **7.     Headings.** The headings at the beginning of the various provisions of this  
455           Agreement have been included only in order to make it easier to locate the  
456           subject covered by each provision and are not to be used in construing this  
457           Agreement.  
458

459           **8.     Number and Gender Defined.** As used in this Agreement, whenever the  
460           context so indicates, the masculine, feminine, or neuter gender and the singular  
461           or plural number shall each be deemed to include the others.  
462

463           **9.     Amendment.** Sunset Valley and the Coordinating Committee may amend  
464           this Agreement provided such amendment will not be contrary to or conflict with  
465           the purposes of the Regional Permit.  
466

467           **10.    Due Authorization.** The person or persons executing this Agreement on  
468           behalf of the Coordinating Committee hereby represent to Sunset Valley that the  
469           Coordinating Committee has approved this Agreement and that such person or  
470           persons have the power and authority to execute this Agreement on behalf of the  
471           Coordinating Committee and to bind the Coordinating Committee to the terms  
472           hereof. The person or persons executing this Agreement on behalf of Sunset  
473           Valley hereby warrant and represent to the Coordinating Committee that Sunset  
474           Valley has approved this Agreement and that such person or persons have the  
475           power and authority to execute this Agreement on behalf of Sunset Valley and to  
476           bind Sunset Valley to the terms hereof.  
477

478           **11.**    After this Agreement is fully executed, the Coordinating Committee  
479           Secretary will cause it to be recorded in the Official Public Records of Travis  
480           County, Texas.  
481  
482

483           Premises considered, this Managing Partner Agreement is executed  
484  
485  
486  
487

[Signatures on following page]

488

489 BALCONES CANYONLANDS COORDINATING COMMITTEE:

490

491 By: \_\_\_\_\_

492 Date: \_\_\_\_\_

493 William Conrad

494 Coordinating Committee Secretary

495

496 CITY OF SUNSET VALLEY:

497

498

499 By: \_\_\_\_\_

500 Date: \_\_\_\_\_

501 Rose Cardona

502 Mayor

503

504 APPROVED AS TO FORM:

505

506 By: \_\_\_\_\_

507 City of Austin Law Department

508

509

510

511 By: \_\_\_\_\_

512 Travis County Attorney's Office

513

514

515

516 By: \_\_\_\_\_

517 City of Sunset Valley legal counsel

518

519 THE STATE OF TEXAS §  
520 §  
521 COUNTY OF TRAVIS §

522  
523 This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2014,  
524 by Rose Cardona, Mayor of the City of Sunset Valley, a Texas municipality, on behalf of  
525 said municipality.

526  
527 \_\_\_\_\_  
528 Notary Public Signature

529 (SEAL)

530  
531  
532  
533  
534  
535  
536 THE STATE OF TEXAS §  
537 §  
538 COUNTY OF TRAVIS §

539  
540 This instrument was acknowledged before me on \_\_\_\_\_, 2014, by William  
541 Conrad, secretary of the Balcones Canyonlands Coordinating Committee, on behalf of  
542 said Coordinating Committee.

543  
544  
545  
546 \_\_\_\_\_  
547 Notary Public Signature

548 (SEAL)

549

550 **EXHIBIT A. Legal Description and Map of Gaines Greenbelt Property Boundaries**

***Dixon Land Surveying***

Office 512-481-9602

Thomas P. Dixon

Fax 512-481-9610

R.P.L.S. 4324

EXHIBIT "A"

J5932B

page 1 of 4

January 12, 1999

**FIELD NOTES**

**FIELD NOTES FOR 21.585 ACRES OF LAND OUT OF THE JAMES TRAMMELL SURVEY NO. 4, SITUATED IN TRAVIS COUNTY, TEXAS, SAME BEING ALL THAT CERTAIN 21.894 ACRES OF LAND CONVEYED TO THE CITY OF SUNSET VALLEY, RECORDED IN VOLUME 11471, PAGE 639, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS:**

**BEGINNING** at an iron rod found at the S.W. corner of said 21.894 acre tract, same being at the N.W. corner of that certain 1.00 acre tract of land conveyed to Cothron Partnership No. 2, LTD., a Texas limited partnership, recorded in Volume 12995, Page 596, Real Property Records, Travis County, Texas, same being the most southerly, S.E. corner of Lot One, Phase A, Section One, GAINES RANCH PHASE A SECTIONS ONE AND TWO, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 89, Page 328, Plat Records, Travis County, Texas, for the S.W. corner hereof;

**THENCE** N30°27'55"W along the east line of Lot 1, Phase A, Section One, for a distance of 294.97 feet to a pipe found at the point of curvature of a non-tangent curve to the right having a radius of 500.00 feet;

**THENCE** 5.22 feet along the arc of said curve to the right, with a chord which bears N51°55'09"W for a distance of 5.22 feet to a point in the center of a tributary of Gaines Creek, at the N.W. corner of said 21.984 acre tract for the N.W. corner hereof;

**THENCE** the following twenty-six (26), courses and distances along the center of said tributary:

1. N15°40'51"E for a distance of 34.06 feet to a P.K. nail set in rock;
2. N85°28'49"E for a distance of 30.94 feet to a spindle set;
3. S72°06'59"E for a distance of 58.70 feet to an iron rod set;
4. N56°58'45"E for a distance of 97.83 feet to an iron rod set;
5. N19°07'06"E for a distance of 102.55 feet to an iron rod set;
6. N39°01'55"E for a distance of 115.86 feet to an iron rod set;
7. N28°51'35"E for a distance of 70.28 feet to an iron rod set;
8. S87°30'00"E for a distance of 19.29 feet to an iron rod set;
9. S43°01'49"E for a distance of 39.18 feet to an iron rod set;
10. S37°58'10"E for a distance of 92.55 feet to an iron rod set;
11. S47°24'12"E for a distance of 74.34 feet to an iron rod set;
12. S64°09'43"E for a distance of 58.30 feet to an iron rod set;
13. S83°49'14"E for a distance of 50.99 feet to an iron rod set;
14. N61°22'10"E for a distance of 49.23 feet to an iron rod set;
15. N48°29'17"E for a distance of 68.02 feet to a P.K. nail set in rock;
16. N15°54'33"E for a distance of 139.28 feet to an iron rod set;
17. N09°15'17"E for a distance of 201.32 feet to a spindle set;
18. N39°52'30"E for a distance of 70.70 feet to a spindle set;
19. N60°09'58"E for a distance of 55.04 feet to a spindle set;
20. N89°26'47"E for a distance of 50.16 feet to a spindle set;
21. S56°27'59"E for a distance of 64.03 feet to a spindle set;
22. S41°03'21"E for a distance of 85.21 feet P.K. nail set in rock;
23. S50°07'39"E for a distance of 70.71 feet to an iron rod set;
24. S51°07'48"E for a distance of 69.32 feet to a P.K. nail set in rock;
25. S66°19'00"E for a distance of 114.13 feet to a spindle set;
26. S73°06'17"E for a distance of 39.42 feet to an iron rod set at a point of intersection with a line being 805 feet west of and parallel to the west line of Stearns Lane;

1612 West 5th Street  
Austin, Texas 78703

***Dixon Land Surveying***

Office: 312-481-9602

Thomas P. Dixon  
R.P.L.S. 4324

Fax: 481-9602

EXHIBIT "A"

J5932B

page 2 of 4

January 12, 1999

**THENCE** N29°12'23"E, leaving the said centerline of a tributary of Gaines Creek, along said line being 805 feet west of and parallel to Stearns Lane, a distance of 429.13 feet to an iron rod set at the point of intersection with the centerline of Gaines Creek, thence leaving the said line being parallel and 805 feet west of the west line of Stearns Lane, along the center of Gaines Creek as it meanders the following six (6) courses and distances;

1. N19°27'27"W for a distance of 76.58 feet to an iron rod set;
2. N01°24'50"E for a distance of 56.82 feet to an iron rod set;
3. N32°04'27"E for a distance of 50.04 feet to a spindle set;
4. N16°17'26"E for a distance of 51.42 feet to an iron rod set;
5. N54°00'42"E for a distance of 109.65 feet to an iron rod set;
6. N74°46'51"E for a distance of 70.71 feet to a spindle set at a point 805 feet west of and parallel to Stearns Lane;

**THENCE** N29°12'23"E along a line 805 feet west of and parallel to the west line of Stearns Lane for a distance of 337.98 feet to a spindle set on the west line of that certain tract or parcel of land referred to as Barton Creek Park recorded in Volume 17823, Page 150, Real Property Records, Travis County, Texas, from which point an iron rod found at a fence corner post on the west line of Barton Creek Park bears N35°21'42"W at a distance of 68.46 feet;

**THENCE** S38°08'05"E along the west line of Barton Creek Park for a distance of 20.40 feet to a nail found in rock at the N.W. corner of that certain 2.25 acre tract or parcel of land conveyed to Donald R. Stearns and wife, Caroline C. Stearns recorded in Volume 1184, Page 194, Deed Records, Travis County, Texas;

**THENCE** the following four (4), courses and distances along the west line of said 2.25 acre tract:

1. S31°44'30"E for a distance of 230.52 feet to a nail found in the root of an oak tree;
2. S12°48'34"E for a distance of 141.85 feet to an iron rod found;
3. S10°36'13"E for a distance of 109.76 feet to an iron rod found;
4. S13°24'00"E, at 57 feet passing the most westerly corner of said 2.25 acre tract, same being the N.E. corner of Lot 6, HARRY V. NELSON SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Book 32, Page 6, Plat Records, Travis County, Texas, and in all 157.11 feet to a square bolt found on the west line of Lot 6 for a corner hereof;

**THENCE** the following four (4), courses and distances along the west line of HARRY V. NELSON SUBDIVISION:

1. S42°25'10"W for a distance of 136.13 feet to a square bolt found;
2. S65°35'40"W for a distance of 170.98 feet to a square bolt found;

1612 West 5th Street  
Austin, Texas 78703

Office 512-481-9602

***Dixon Land Surveying***

Thomas P. Dixon

R.P.L.S. 4324

EXHIBIT "A"

Fax 512-481-9610

page 3 of 4

January 12, 1999

J5932B

3. S27°30'11"W, at 66.89 feet passing an iron rod found at the N.W. corner of Lot 2 and the S.W. corner of Lot 3 and in all 118.00 feet to an iron rod found on the west line of Lot 2 for a corner hereof;

4. S21°49'58"W for a distance of 150.35 feet to a 60d nail found in fence corner post at the S.W. corner of Lot 1, HARRY V. NELSON SUBDIVISION, same being the most northerly corner of that certain 2.02 acre tract or land conveyed to William E. Bryant recorded in Volume 4227, Page 1910, Real Property Records, Travis County, Texas, for a corner hereof;

**THENCE** the following two (2), courses and distances along the west line of said 2.02 acre tract:

1. S50°58'49"W for a distance of 186.39 feet to a 60d nail found in a fence corner post;
2. S00°08'50"W for a distance of 240.09 feet to a pipe found at the S.W. corner of said 2.02 acre tract, same being the N.W. corner of that certain 2.13 acre tract conveyed to Patsy Allred Angeli recorded in Volume 5163, Page 588, Deed Records, Travis County, Texas, for a corner hereof;

**THENCE** S12°20'27"W for a distance of 15.01 feet to a pipe found at the N.E. corner of that certain tract or parcel of land conveyed to the State of Texas recorded in Volume 11953, Page 1252, Real Property Records, Travis County, Texas;

**THENCE** N82°05'12"W, at 247.91 feet passing the N.W. corner of said State of Texas tract and in all 461.74 feet to a pipe found at the N.W. corner of that certain 2.195 acre tract or parcel of land conveyed to Sam L. Kelley and wife, Mary Kate Kelley recorded in Volume 3357, Page 1145, Deed Records, Travis County, Texas, same being the N.E. corner of that certain 4 acre tract or parcel of land conveyed to The June Etta Richardson Irrevocable Trust recorded in Volume 12552, Page 506, Real Property Records, Travis County, Texas, for a corner hereof;

**THENCE** the following two (2), courses and distances along the west line of the June Etta Richardson Irrevocable trust:

1. N82°19'53"W for a distance of 113.04 feet to an iron rod found;
2. S68°53'45"W for a distance of 225.64 feet to a pipe found at the N.W. corner of the Etta Richardson Trust, same being the N.E. corner of that certain 2.0 acre tract or parcel of land conveyed to Nicholas Kostetsky and wife, Catherine Kostetsky recorded in Volume 10073, Page 847, Real Property Records, Travis County, Texas, for a corner hereof;

**THENCE** S68°52'15"W for a distance of 193.44 feet to a pipe found at the N.W. corner of said 2.0 acre tract, same being the N.E. corner of that certain 2.0 acre tract or parcel of land conveyed to Nancy Matthews recorded in Volume 3239, Page 191, Deed Records, Travis County, Texas, for a corner hereof;

1612 West 5th Street  
Austin, Texas 78703

Sunset Valley Managing Partner Agreement

Office 512-481-9612

**Dixon Land Surveying**

Thomas P. Dixon  
R.P.L.S. 4324  
EXHIBIT "A"

Fax 512-481-9610

page 4 of 4

January 12, 1999

J5932B

**THENCE** S68°50'54"W for a distance of 219.77 feet to a pipe found at the N.W. corner of the Nancy Matthews tract, same being the N.E. corner of said Cothron Partnership No. 2 L.T.D., tract, for a corner hereof;

**THENCE** S68°13'31"W for a distance of 130.01 feet to the **POINT OF BEGINNING**, containing 21.585 acres of land.

I, the undersigned do hereby certify that the field notes hereon were prepared from an actual on-the-ground survey under my direct supervision and that they are true and correct to the best of my knowledge.



Thomas P. Dixon R.P.L.S. 4324



1612 West 5th Street  
Austin, Texas 78703



587

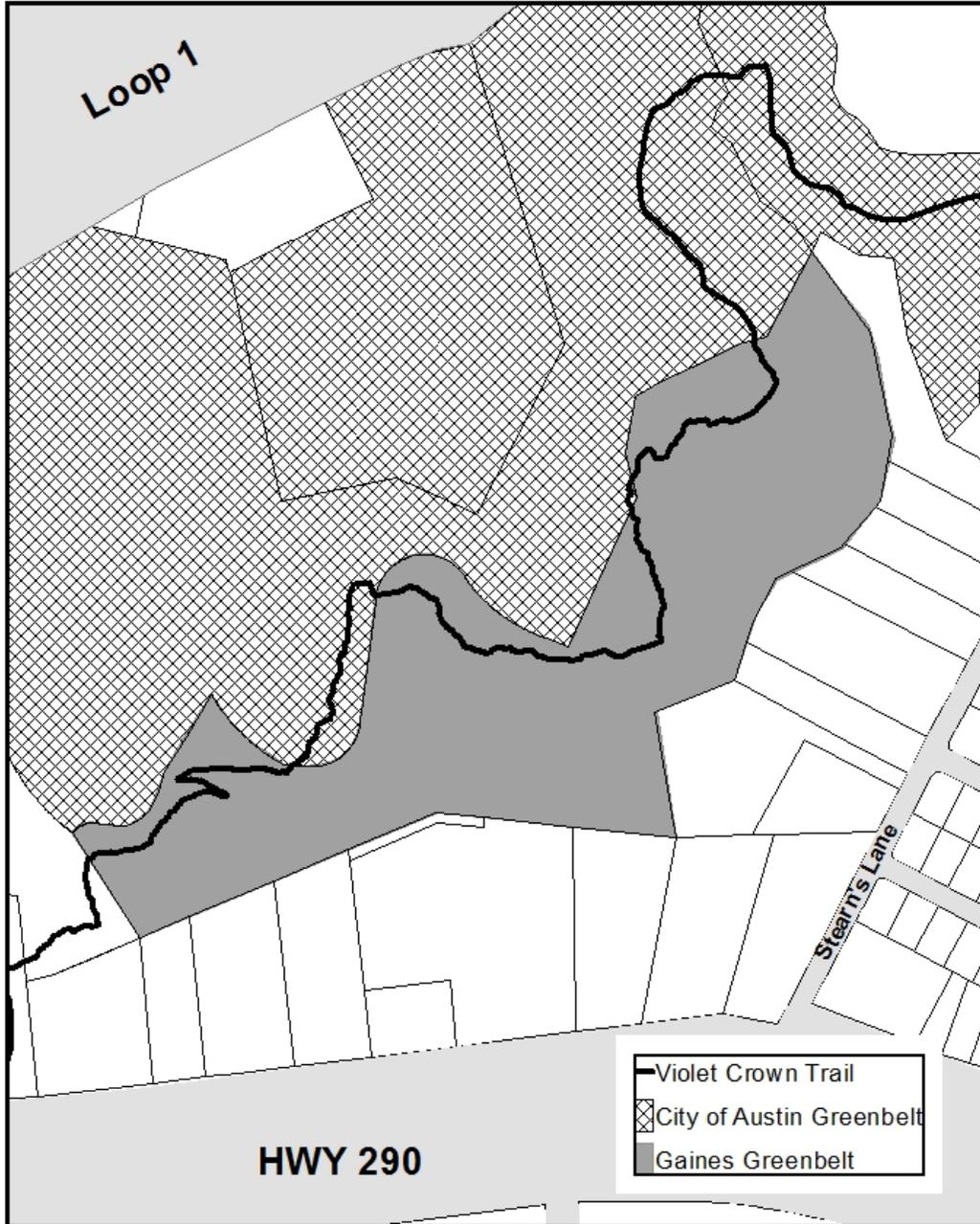
### EXHIBIT B. Gaines Greenbelt Trail Location



## Gaines Greenbelt Trail Location



1 inch = 0.06 miles



588

589

590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600

**EXHIBIT C. Gaines Greenbelt Land Management Plan**

**GAINES GREENBELT PRESERVE**

**LAND MANAGEMENT PLAN**

**CITY OF SUNSET VALLEY**

BCCP Managing Partner

December 2013

601	<b>TABLE OF CONTENTS</b>	
602	BACKGROUND.....	23
603	LOCATION AND LAND USE.....	23
604	REGULATORY ENVIRONMENT.....	24
605	NATURAL ENVIRONMENT.....	26
606	Ecoregion/Ecosystem.....	26
607	Geology.....	26
608	Soils.....	26
609	Water Resources.....	26
610	Karst and Subsurface Features.....	26
611	Vegetation.....	26
612	Wildlife.....	27
613	MANAGEMENT.....	27
614	Goals.....	27
615	Natural Resource Surveys and Monitoring.....	27
616	Golden Cheeked Warbler.....	27
617	Vegetation.....	28
618	Oak Wilt.....	28
619	Karst.....	28
620	Water Quality Monitoring.....	29
621	Invasive Species' Control.....	29
622	Trail Maintenance and Management.....	29
623	Access, Fencing and Signage.....	29
624	Daily Use and Management.....	32
625	Maintenance and Social Trail Closure.....	32
626	Restricted Areas or Activities.....	32
627	Restoration.....	33
628	Social Trail Closure.....	33
629	Other Sites.....	33
630	Brush Control.....	33
631	Wildfire Planning, Fuel and Hazard Mitigation, and Safety.....	33

632	Wildlife Management .....	34
633	Outreach and Education .....	34
634	Research.....	34
635	General – To Be Added .....	34
636	Vegetation Mapping .....	35
637	Bracted Twistflower .....	35
638	EFFECTIVENESS .....	35
639	REPORTING .....	35
640	REFERENCES.....	35
641		
642	<b>LIST OF FIGURES</b>	
643	<b>Figure 1.</b> Location Map of the Gaines Greenbelt.....	6
644	<b>Figure 2.</b> Gaines Greenbelt Authorized Trail (Violet Crown Trail) .....	11
645	<b>Figure 3.</b> Gaines Greenbelt Fence and Sign Locations (2013) .....	12
646		
647		

648

## BACKGROUND

649 The City of Sunset Valley owns and manages a network of parks and preserves in the municipal limits,  
650 one of which is the Gaines Greenbelt adjacent to the City of Austin’s Barton Creek Greenbelt. The Gaines  
651 Greenbelt provides habitat for the federally endangered Golden-Cheeked Warbler (*Setophaga*  
652 *chrysoparia*, GCWA) and is used as a hike and bike trail. Sunset Valley has signed a Managing Partner  
653 Agreement with the Balcones Canyonlands Conservation Plan (BCCP), an Habitat Conservation Plan  
654 authorized under an Endangered Species Act Section 10(a)(1)(B) incidental take permit TE 788841-2 (the  
655 Permit).

656 The Permit conditions and associated documents (Habitat Conservation Plan, Environmental Impact  
657 Statement, Land Management Plan standards and implementing agreements) specify conditions and  
658 mitigation requirements, including the establishment of the Balcones Canyonlands Preserve (BCP)  
659 system. The Sunset Valley – BCCP Managing Partner Agreement adds the Sunset Valley Gaines Greenbelt  
660 to the BCP Barton Creek Macrosite and aligns Sunset Valley’s requirements for managing the Gaines  
661 Greenbelt with the Permit, associated documents, and this site-specific Land Management Plan (Gaines  
662 LMP).

663 Sunset Valley retains the site and its management for endangered species and water quality protection;  
664 certain recreational, open space and scenic values; recognition and partner status in the regional BCCP.  
665 The agreement and prescriptive management of the Gaines Greenbelt contribute additional Golden-  
666 Cheeked Warbler conservation acreage to the BCP as required by the Permit. The Gaines LMP fits the  
667 criteria established by the BCCP for land management plans and will guide the conservation,  
668 management, and allowable activities on this site in perpetuity.

669

## LOCATION AND LAND USE

670 The Gaines Greenbelt parcel is approximately 21.585 acres located in Travis County, Texas, at the  
671 northern edge of the City of Sunset Valley. The parcel’s south side borders the back lot lines of residential  
672 sites, an hotel, and Texas Department of Transportation stormwater pollution prevention facility which  
673 lie along US Highway 71/State Highway 290 West; east of the tract lies larger-lot residential area; and,  
674 the remaining parcel borders the City of Austin’s Barton Creek Greenbelt trail system (Figure 1).

675 Restricted by recorded deed in the Travis County Appraisal District (TCAD, Doc.No.9105787), the Gaines  
676 Greenbelt was conveyed to the City of Sunset Valley in two parcels (TCAD ID 509013 and 509123) on June  
677 26, 1991 exclusively for use by the public for parks, recreational, greenbelt and/or preserve. The property  
678 must also retain the name Gaines Greenbelt. For all purposes in this LMP, the associated Managing  
679 Partner Agreement, and the Preserve system, the two tracts are considered one combined management  
680 unit as surveyed and represented in Figure 1.

681 Currently, the Gaines Greenbelt is used as part of a network of official and social recreational hike and  
682 bike trails. The BCCP Coordinating Committee has approved a Trail Master Plan Proposal that provides for  
683 one single-path new trail that is part of the Violet Crown Trail along Gaines Creek through the Gaines  
684 Greenbelt tract. There is not a direct access point to the Gaines Greenbelt; access is through trails that  
685 cross City of Austin or privately-owned property. Currently, this trail runs approximately congruent with

686 Gaines Creek – a ravine, with steep cliffs and inclines along the eastern border. An existing network of  
687 social trails will be closed in the course of Violet Crown Trail and Gaines LMP implementation.

688 The Gaines Greenbelt Trail segment of the Violet Crown Trail is open to the public for foot and bicycle  
689 traffic during daylight hours on marked trails. Dogs must be on-leash. From time to time, access to the  
690 tract or portions of the tract may be limited for recovery from various natural and anthropogenic  
691 disturbances, protection of endangered species, and maintenance and management activities. Public  
692 notice is provided when the Gaines Greenbelt is closed.

693

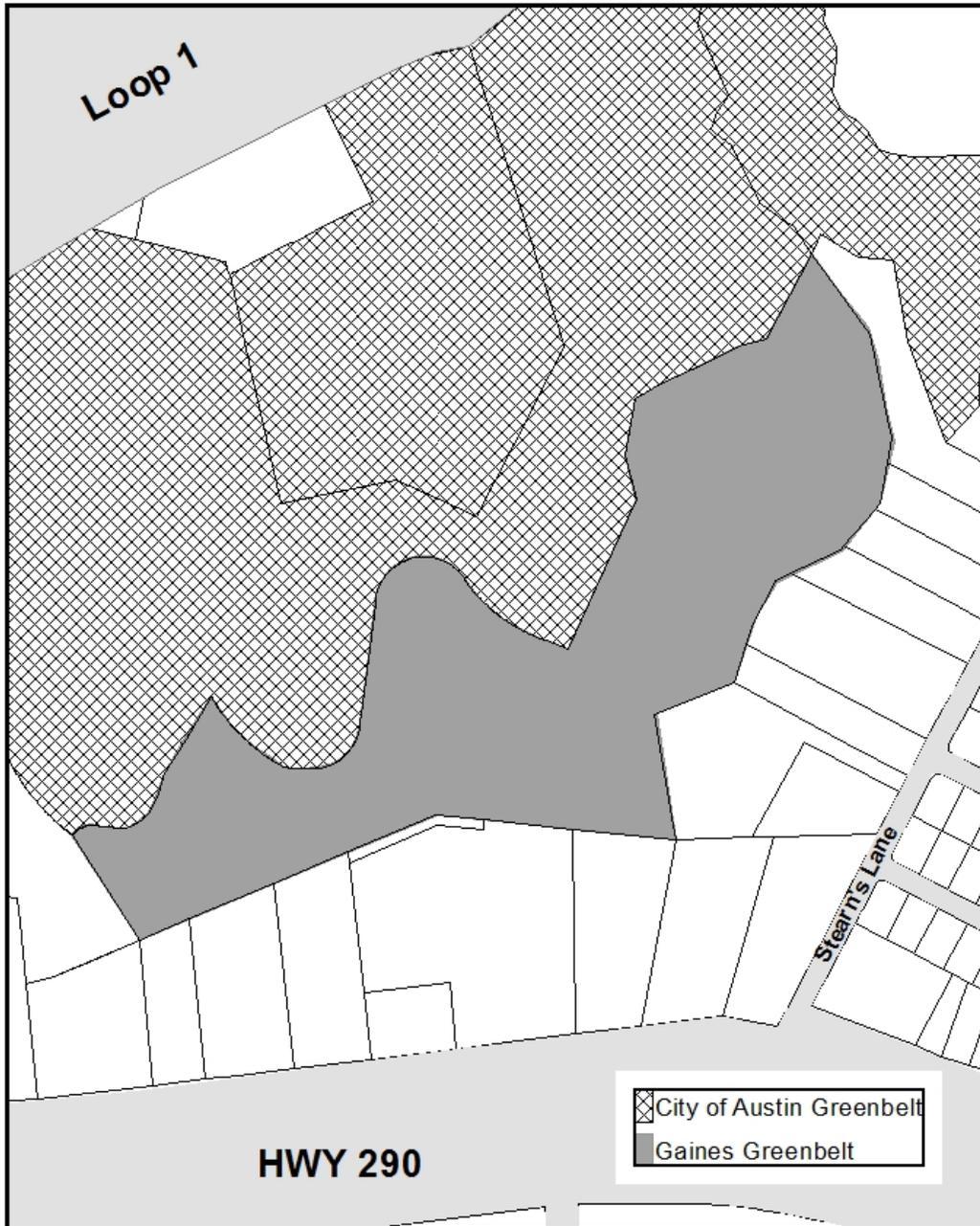
## **REGULATORY ENVIRONMENT**

694 Trail development, maintenance, operation and conservation activities require compliance with the  
695 federal Endangered Species Act of 1973 (as amended) due to the presence of habitat for the GCWA and  
696 the need to avoid adverse impacts to water quality for two federally listed salamanders – Barton Springs  
697 Salamander and Austin Blind Salamander – which rely on the Barton Creek watershed and springs  
698 dependent on the Edwards Aquifer. Impacts to natural resources must also be compliant with relevant  
699 sections of the Texas Parks and Wildlife Department Code and amendments and rules adopted by the  
700 Parks and Wildlife Commission. Legal issues for this site also include parcel recorded deed restrictions.

701



1 inch = 0.06 miles



702  
703

Figure 1. Location Map of the Gaines Greenbelt

704

## NATURAL ENVIRONMENT

### 705 **Ecoregion/Ecosystem**

706 The Gaines Greenbelt lies within the Balcones Canyonlands subregion of the Edwards Plateau ecoregion  
707 (Griffith et. al. 2007, North American Commission for Environmental Cooperation 2011) and the  
708 Colorado River – Edwards Plateau Ecological Drainage Unit (AFWA 2006, Esselman et. al. 2010).

### 709 **Geology**

710 Elevation on the site varies from 570 to 660 feet along the plateau. The plateau is capped by  
711 Georgetown Limestone and extends toward Ben White Boulevard (US Highway 71). This cap was  
712 mapped by Garner and Young (1976) and is nearly unrecognizable due to construction within the area.  
713 The most common visible geological formation is the exposed Edwards Limestone along the ravines and  
714 hillsides, forming crevice, cliff and overhang habitats used by various wildlife species. Between 50-80  
715 percent of the area has broken limestone rock outcrops.

### 716 **Soils**

717 Gaines Greenbelt soils are Tarrant and Tarrant rock outcrop (USDA 2013), commonly found on steep  
718 slopes along rivers and creeks in this area. The soil is a gray-brown stony clay or clay loam that can be  
719 approximately seven inches thick overlaying limestone.

### 720 **Water Resources**

721 Within the Barton Springs Edwards Aquifer Recharge Zone, the Gaines Greenbelt preserve is intersected  
722 several times by the meanders of Gaines Creek. Gaines Creek is an ephemeral “wet weather” tributary  
723 to Barton Creek within the Barton Creek Watershed.

### 724 **Karst and Subsurface Features**

725 A karst feature presence/absence survey has not been conducted in this area.

### 726 **Vegetation**

727 The plant community of the Gaines Greenbelt is an Oak – Ashe Juniper Woodland (*Quercus* spp. and  
728 *Juniperus ashei*). Although mostly wooded, the area supports a few small, open grasslands. The  
729 dominant woody species on this tract is Ashe Juniper. Other common trees are Live Oak (*Quercus*  
730 *fusiformis*), Texas Oak (*Quercus texana*), Cedar Elm (*Ulmus crassifolia*), Shin Oak (*Quercus durandii* var.  
731 *breviloba*), Texas Ash (*Fraxinus texensis*), Sugar Hackberry (*Celtis laevigata*), and Escarpment Black  
732 Cherry (*Prunus serotina*). Shrubs and small trees of the understory include Texas Persimmon (*Diospyros*  
733 *texana*), Carolina Buckthorn (*Rhamnus caroliniana*), and Red Buckeye (*Aesculus pavia*). The slopes and  
734 cliffs provide habitat for various ferns including Southern Shield Fern (*Thelypteris kunthii*), Purple  
735 Cliffbrake (*Pallaea atropurpurea*), Alabama Lipfern (*Cheilanthes alabamensis*), and Blackstem (*Asplenium*  
736 *resiliens*). Some interesting plants found within the Gaines Greenbelt are Fiddleleaf Tobacco (*Nicotiana*  
737 *repanda*), Brazos Rockcress (*Arabis petiolaris*), Mormon Tea (*Euphorbia antisiphilitica*), and Twisted-leaf  
738 Yucca (*Yucca rupicola*). No rare or federally listed plant surveys have been conducted on this site.

739 **Wildlife**

740 The Gaines Greenbelt provides habitat for the endangered GCWA which nest throughout the site's  
741 canyons and ravines. Because this species relies on native mature oak-juniper woodlands, with a diverse  
742 closed canopy and understory, management for this species is primarily focused on limiting human  
743 disturbance, protecting the area from wildfire, and tackling invasive species. Surveys for this species  
744 have been conducted on the site in 2009, 2010, 2011, and 2012 to establish a presence/absence  
745 baseline.

746 Other field-observed wildlife within the Gaines Greenbelt include white-tailed deer (*Odocoileus*  
747 *virginianus*), coyote (*Canis latrans*), raccoon (*Procyon lotor*), striped skunk (*Mephitis mephitis*), Virginia  
748 opossum (*Didelphis virginiana*), eastern cottontail rabbit (*Sylvilagus floridanus*), eastern fox squirrel  
749 (*Sciurus niger*), rock squirrel (*Spermophilus variegatus*) and rodent species. Texas Rat Snake (*Elaphe*  
750 *obsoleta lindheimeri*), Prairie Kingsnake (*Lampropeltis calligaster calligaster*), Green Anole (*Anolis*  
751 *carolinensis*), Reticulated Gecko (*Coleonyx reticulatus*), and Gulf Coast toad (*Incilius valliceps*) are the  
752 reptile and amphibian species identified to date.

753 **MANAGEMENT**

754 **Goals**

755 Management goals reflect compliance with the BCCP Permit and associated documents, including the  
756 Land Management Plan standards of practice. Primarily, the Gaines Greenbelt will be managed to:

- 757 • benefit GCWA occupation and productivity during the breeding season,
- 758 • preserve and recover native diverse oak-juniper woodland,
- 759 • promote and contribute to a sustainable and diverse native ecosystem, and
- 760 • contribute high water quality to Gaines Creek and subsequently Barton Creek.

761 Secondly, the site will be managed for existing recreational and educational values insofar as those do  
762 not conflict with the natural resources values as required by the BCCP.

763 Management activities are outlined below to comply with the goals stated above. These goals typically  
764 will not change unless the BCCP Permit itself is amended in some way. Activities may be changed  
765 according to the state of conservation practice, new supporting natural resources' information or a  
766 BCCP Coordinating Committee-approved change to the BCCP Land Management Plans.

767 **Natural Resource Surveys and Monitoring**

768 Surveys and monitoring are intended to provide better information for conservation and management  
769 decisions. Findings will be included in the Gaines Greenbelt section of the BCCP Annual Report.

770 **Golden Cheeked Warbler**

771 To track any change(s) to the baseline condition of GCWA territories partially or wholly occupying the  
772 tract, a federally permitted biologist will conduct territory-level mapping every two years using the same  
773 protocols that other BCP land managers are using. Other local organizations may be involved in the  
774 survey and monitoring effort, as long as they are or are with a federally permitted biologist.

775 **Vegetation**

776 See also *Oak Wilt, Invasive Species, Restoration* and *Wildfire* sections.

777 Permanent photo points will be established and documented for annual use to monitor visitor impacts,  
 778 changes in plant communities, help map invasive species issues, determine effects of management and  
 779 restoration, and revise management approach as needed to meet goals. No specified number of points  
 780 is required. Points should be positioned to be repeated annually and sufficient to represent trail  
 781 management and restoration needs (e.g. places where trails impact habitat quality and/or highest  
 782 erosion potential over time), rare species' habitat condition, and boundary issues. Each point will be  
 783 documented in the following framework and the collection will be reported as baseline and updates in  
 784 the Annual Report:

Point 1. Northwest Pasture	
Start Location	GPS Coordinates, (e.g. 30° 16' 13" N, 97° 44' 43" W)
Start Landmark	brief description of starting point, if a landmark exists, e.g. northwest fence corner, something that doesn't move over time
Shoot Direction	Compass directions from start location – aim for general direction (e.g. SSE 162°)
View	describe briefly what the photographer would see in the screen if properly aligned, one line or less (e.g. shed in lower lefthand view of photo)

785

786 **Oak Wilt**

787 Sunset Valley will coordinate with the City of Austin for oak wilt surveys (City of Austin flies every two  
 788 years for monitoring oak wilt centers). Oak wilt areas will be mapped. If detected, treatment and/or  
 789 containment options will be discussed with BCCP land managing partners. Treatment plans which  
 790 include mechanical removal or trimming will also include debris removal from the preserve as a wildfire  
 791 prevention measure.

792 **Karst**

793 A baseline presence/absence survey of recharge features, sinkholes, and caves will be conducted within  
 794 the first two years of this Plan, working with City of Austin and Travis County karst specialists and  
 795 geologists. Surveys will concentrate on areas with the highest potential for adverse disturbances (e.g.  
 796 near the approved trail, social trail closures, restoration or invasive species treatment areas).

797 If features potentially containing karst invertebrates are detected during the presence/absence survey, a  
 798 karst invertebrate survey by federally permitted biologist(s) will be conducted to document species and  
 799 amend this plan for protective measures, if needed. Annual cave cricket exit count surveys will be  
 800 conducted for karst features where rare invertebrates are detected.

801 If significant features are detected, surface and subsurface hydrogeological areas will be  
 802 delineated/mapped, working with County and City karst and hydrogeology specialists.

803 **Water Quality Monitoring**

804 Annually, water quality monitors will meet with agencies collecting water quality data to discuss  
805 monitoring results and standards of practice.

806 During trail patrols, maintenance activities and other survey and monitoring activities, trail erosion,  
807 stormwater pollution prevention facility malfunction, or other potential water quality-degrading  
808 pollutants will be reported to appropriate authorities, addressed and monitored for follow-through.

809 See also *Trail Maintenance and Management*.

810 **Invasive Species' Control**

811 Non-native vegetation focal areas will be mapped within the first two years of this LMP. A treatment  
812 plan will be developed and included in this document, based on highest priority, highest risk, standards  
813 of practice that protect/not adversely impact the surrounding environment; means and methods will be  
814 included in the treatment plan (e.g. mechanical or chemical means, depending on the site type within  
815 the parcel). Treatment plans which include mechanical removal or trimming will also include debris  
816 removal from the preserve as a wildfire prevention measure.

817 Red imported fire ants will be controlled using BCCP accepted practices for preserve areas with karst  
818 potential as needed, using the Tier II Karst Management Plan as a guide. No chemical means will be used  
819 within surface drainage zones of karst features.

820 Patrol and outreach events will make an effort to document colonies of Tawny Crazy Ant (*Nylanderia*  
821 *fulva*) and Sunset Valley will coordinate with BCP Land Managers to determine if a course of action is  
822 needed and how best to address the issue.

823 **Trail Maintenance and Management**

824 **Access, Fencing and Signage**

825 Access to the Gaines Greenbelt Preserve Trail will be limited to the Violet Crown Trail nodes – two only –  
826 with no legitimate or social trail access outside of those main trail nodes (Figure 2). The only route  
827 through the Preserve is that which was approved by the BCCP Coordinating Committee for the Violet  
828 Crown Trail Master Plan.

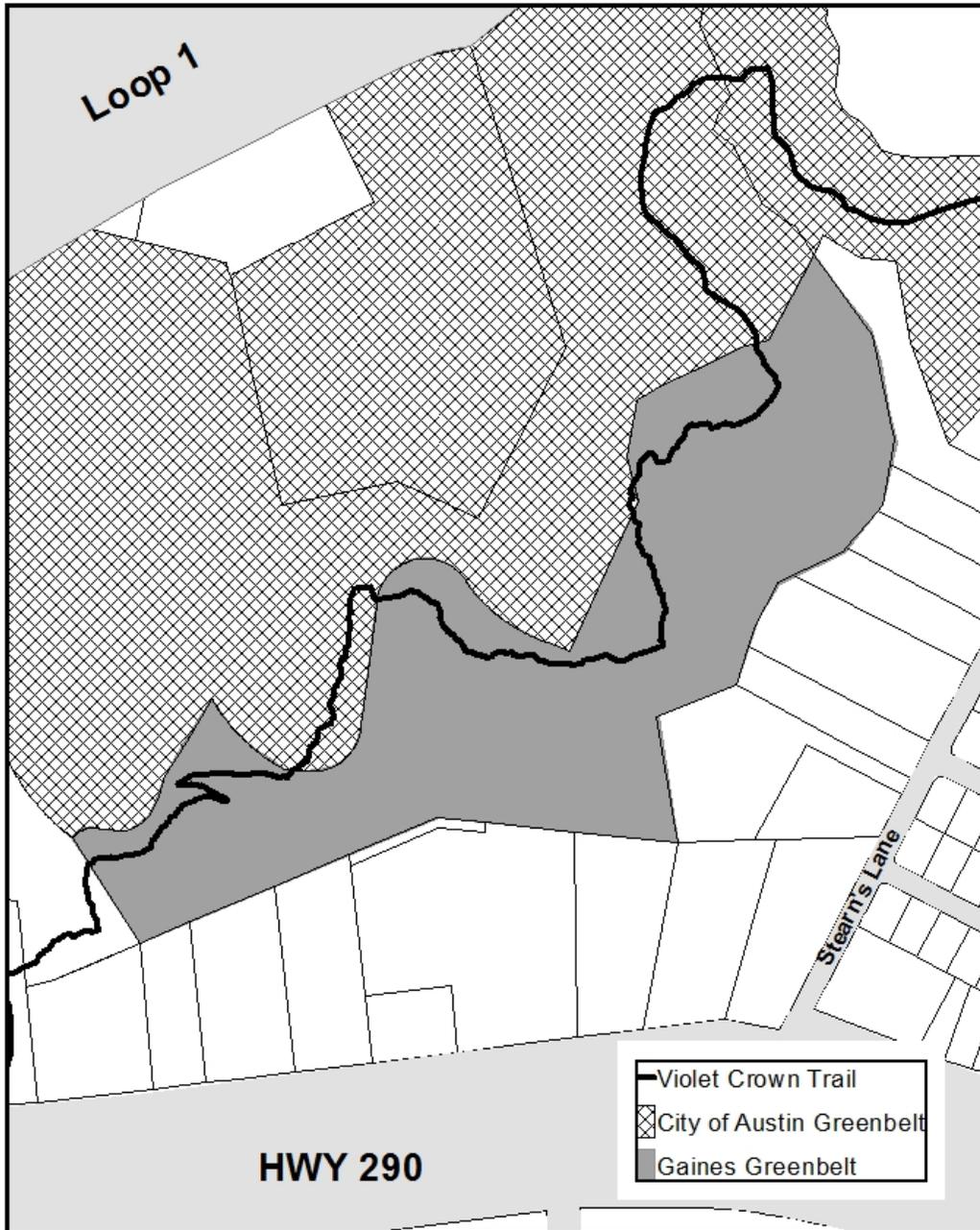
829 Fencing and signage will be erected and maintained (Figure 3). Greenbelt rules will be posted at  
830 authorized access points. Sunset Valley's Trails Master Plan proposes two signs for the Gaines  
831 Greenbelt. Each of these signs will include location information, trail etiquette and rules including litter  
832 prevention, natural resources' educational information aligned with the intent and purpose of the  
833 preserve. The signs should be installed at the entrance and exit of the Sunset Valley portion of the  
834 preserve area.



## Gaines Greenbelt Trail Location



1 inch = 0.06 miles



835

836

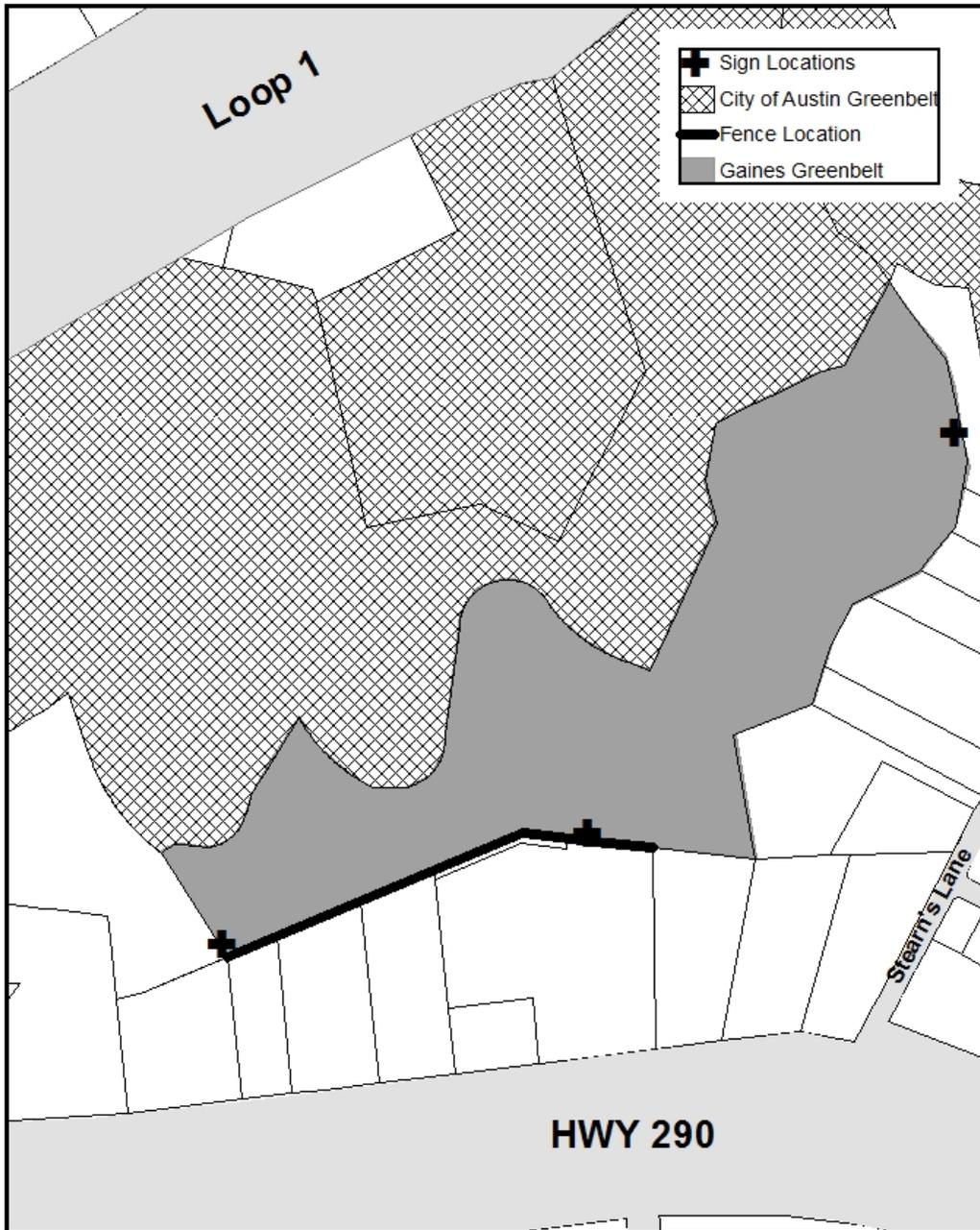
Figure 2: Gaines Greenbelt Authorized Trail (Violet Crown Trail)



## Location of Fences and Signage



1 inch = 0.06 miles



837

838

Figure 3: Location of Fences and Signage (2013)

839 As the Violet Crown Trail is completed and social trails are closed, additional fencing and/or signage may  
840 be needed. Additional locations will be mapped for as needed for subsequent versions of this  
841 document.

### 842 **Daily Use and Management**

843 Trail use will be limited to hiking, biking and on-leash dog-walking as outlined in the Managing Partner  
844 Agreement on the approved trail unless otherwise modified through the BCCP Trail Master Plan process  
845 and in compliance with the conditions of the BCCP Permit, intention of the preserve system, and  
846 resources' protection. Trail patrols will be regularly conducted by Sunset Valley staff, Sunset Valley  
847 Conservation Rangers, or other Sunset Valley approved volunteers (e.g. Violet Crown Trail Rangers, City  
848 of Austin Trail Patrol). These site visits can be combined with other activities (e.g. outreach, education,  
849 resources monitoring, invasive species control, surveys) and collaboration with BCP land managers.

850 Regular trail patrols will be conducted to:

- 851 • Promote user safety and emergency response
- 852 • Remove litter
- 853 • Identify areas where social trails, maintenance, and unsafe conditions require work and/or  
854 closure
- 855 • Ensure compliance with trail rules and other regulatory frameworks

856 Trail closures may periodically be required for maintenance and/or safety issues. A trail closure plan will  
857 be developed with Sunset Valley Police, City of Austin Parks Department, Austin Police Department,  
858 Austin Parks Police and other stakeholders. Trails will be closed when wet.

### 859 **Maintenance and Social Trail Closure**

860 Maintenance on trails will be conducted to ensure public safety and resources' protection. Only natural  
861 materials will be used; only clean fill will be used if needed. A high priority will be to close social trails  
862 upon detection and prevent their continued or habitual use. Additionally, on all pathways, erosion arrest  
863 and prevention is a high priority. See also *Restoration*.

864 Any trail maintenance that requires oak pruning or cutting, no matter how small, will be conducted  
865 according to the BCCP Oak Wilt Prevention Policy, BCP LMP Tier II-A Chapter 3.

866 Tree canopy will not be opened over trails (or other areas) unless the area presents a human or wildfire-  
867 related safety issue.

### 868 **Restricted Areas or Activities**

869 Some recreational or management activities are prohibited during the nesting period for GCWA from  
870 March 1 through August 31. Restrictions apply within 300 feet of a known GCWA territory.

871 Restricted activities include, but are not limited to, vegetation manipulation (tree or brush removal,  
872 plantings, trailside trimming), prolonged presence in the territory area for outreach or education events,  
873 or the use of maintenance or other machinery. The management goals for the Gaines Greenbelt are  
874 designed to protect and enhance habitat for GCWA while providing safe public recreation and

875 educational opportunities. The City of Sunset will make every reasonable effort to limit and control  
876 human disturbances of GCWA and associated habitat.

877 Trail use will be limited to hiking, biking and on-leash dog-walking as outlined in the Managing Partner  
878 Agreement on the approved trail unless otherwise modified through the BCCP Trail Master Plan process  
879 and in compliance with the conditions of the BCCP Permit, intention of the preserve system, and  
880 resources' protection.

## 881 **Restoration**

### 882 **Social Trail Closure**

883 Trails developed by users off of the main Violet Crown Trail route are considered social, unauthorized  
884 trails. The Managing Partner Agreement requires closure, obliteration and deterrents to use of these  
885 trails, including restoration to native vegetation. Only natural materials will be used; only clean fill will  
886 be used if needed to avoid introduction of invasive species. BCP land managers can provide guidance on  
887 appropriate plant resources for this ecoregion and specific area to maintain appropriate genetic stock  
888 and/or improve native habitat quality.

### 889 **Other Sites**

890 Areas that are damaged through natural or human disturbances will be restored and repaired in a timely  
891 manner using accepted practices for ecological restoration and guided by a written restoration plan that  
892 includes effectiveness monitoring.

### 893 **Brush Control**

894 The land management practice in Texas to reduce juniper cover and enhance savannah and mosaic  
895 (grassland - oak motte) vegetation communities (colloquially, "brush control") is not an acceptable  
896 practice on sites suitable for, occupied by, and managed for GCWA. No largescale vegetation  
897 management will be practiced on this site unless a restoration plan is submitted to and approved by the  
898 BCP Land Managers. Restoration plans which include mechanical removal or trimming will also include  
899 debris removal from the preserve as a wildfire prevention measure.

900 See also *Invasive Species' Control*.

## 901 **Wildfire Planning, Fuel and Hazard Mitigation, and Safety**

902 Sunset Valley is a Firewise Community (2012) and offers homeowners free home ignition zone  
903 inspections. This program will continue and the educational program includes all homes bordering the  
904 greenbelt, with caveats for certain management practices that are not compatible with GCWA habitat  
905 management. Wildfire fuel reduction and hazard mitigation (dead tree removal) will be done in  
906 conjunction with a plan vetted by BCP Land Managers and USFWS, using USFWS-approved methods and  
907 timing. Any plans which include mechanical removal or trimming will also include debris removal from  
908 the preserve as a wildfire prevention measure.

909 No firebreaks within the greenbelt will be permitted without BCP Land Managers and USFWS  
910 coordination and supported by current data and risk assessment of the Community Wildfire Protection

911 Plan and standards of conservation practice for this habitat type. Wildfire prevention will focus on  
912 educating homeowners and coordinating efforts with the Austin Fire Department; identifying fuel and  
913 hazard mitigation areas; planning habitat-appropriate approaches to address any fuel or hazard  
914 mitigation needs; and implementing those plans with the review and assistance of BCP Land Managers.

### 915 **Wildlife Management**

916 The Gaines Greenbelt should provide habitat for a diverse variety of wildlife. Browsing ungulates (e.g.  
917 white-tailed deer, non-natives like axis or blackbuck), if not managed at or below carrying capacity, can  
918 cause a significant amount of habitat damage by feeding on tender new hardwood shoots. Hardwoods  
919 are a significant component of GCWA habitat and regeneration is a concern in this area.

920 Surveys will be conducted in conjunction with TPWD biologists' recommendations to establish whether  
921 deer control is needed and feasible to implement.

922 If needed, targeted outreach to Preserve-adjacent neighbors and general outreach during regular  
923 programs will be implemented to reduce and deter deer feeding. Outreach programs will be companion  
924 efforts to the existing Sunset Valley "no feeding" ordinance.

925 Feral hogs decrease native vegetation abundance, diversity, and resiliency; create pathways for non-  
926 native invasive species (e.g. vegetation, fire ants); and severely degrade water resources (creekways and  
927 springs). Hog control is paramount when hogs are detected. BCP Land Managers can provide  
928 recommendation for feral hog trapping and control methods if feral hog damage is detected.

### 929 **Outreach and Education**

930 Sunset Valley has an active Conservation Rangers program and regular community outreach related to  
931 natural resources conservation and management. BCCP and BCP information provided by existing Travis  
932 County and City of Austin preserve outreach programs can be incorporated into Sunset Valley programs,  
933 providing additional opportunities and new habitats for constituents and volunteers to engage.  
934 Programs related to the Preserve will be tracked and reported quarterly for BCCP committee meetings.

### 935 **Research**

936 Research projects are not required. Sunset Valley will participate in BCP Land Managers' Meetings and  
937 any Scientific Research Prioritization Panel that evolves out of the Land Managers' efforts, BCCP  
938 Scientific Advisory Committee, and/or BCCP Citizens' Advisory Committee. Research can be solicited  
939 from various universities, colleges, non-profits, and other conservation organizations and does not have  
940 to be conducted by staff.

941 Research projects may vary by macrosite and individual property, and should align with conservation  
942 goals and objectives of the BCCP, leading to applied science and practices that improve the conservation  
943 and management of the site. All data generated by research on the BCP, including the Gaines  
944 Greenbelt, will be co-owned by the BCCP partners.

945 All research will be conducted under the Guidelines for Research by Non-BCP Staff. Research needs and  
946 requests should be vetted through the biologists working for the BCP programs collectively and cannot

947 conflict with the conditions of the BCCP Permit or other supporting documents. If the proposed research  
948 involves (or may affect indirectly) state or federally listed species, appropriate permits from TPWD and  
949 USFWS must be obtained prior to the start of work.

950 **General – To Be Added As Needed**

951 The list of proposed research needs in this section will be amended in the next iteration of the Gaines  
952 Greenbelt LMP.

953 **Vegetation Mapping**

954 Species richness and community mapping could be conducted to inform habitat characterization,  
955 invasive species' treatment, and restoration practices. Permanent transects are desired for regular  
956 interval monitoring (e.g. 3 years, 5 years).

957 **Bracted Twistflower**

958 Although no populations of the Bracted Twistflower (*Streptanthus bracteatus*) are known on the Gaines  
959 Greenbelt, the area contains suitable habitat (Fowler, 2010). Bracted twistflower is not one of the  
960 species on the Permit; however, BCCP was a signatory to a conservation MOU and BCP land managers  
961 are interested in providing protection and opportunities for well-planned and executed reintroduction,  
962 in collaboration with the species' experts. A restoration or introduction plan could be developed using  
963 standard restoration plan practices to map potential introduction/restoration sites, identify appropriate  
964 methods, and monitor restoration/introduction success.

965 **EFFECTIVENESS**

966 Each year the Gaines Greenbelt Preserve activities will be evaluated for project completion and  
967 compliance with BCCP and site-specific LMP goals and objectives. This LMP will be re-evaluated every  
968 five years for efficacy and changes can be made at that time. The City of Sunset Valley will monitor and  
969 evaluate habitat management in accordance with biological monitoring procedures as defined in the  
970 Balcones Canyonlands Preserve Tier II-A Management Plans.

971 **REPORTING**

972 Survey and monitoring, land management activities and issues, outreach, research and other activities  
973 related to elements outlined in this LMP will be reported quarterly at the BCCP Committees' meetings  
974 and in the BCCP Annual Report using the format established by the BCCP Partners and approved by the  
975 BCCP Coordinating Committee. Sunset Valley will deliver the Gaines Greenbelt Annual Report in the  
976 same timeline that BCCP Partners are required to submit reports.

977

978

979 **REFERENCES**

980 Druid Environmental (Paul Turner). 1999. Botanical and Ecological Inventory of the Sunset Valley  
981 Creekbelts, Preserves and Conservation Areas. Prepared for The City of Sunset Valley, Austin,  
982 Texas. pages 3.1-3.16.

- 983 Esselman, P.C., D.M. Infante, L. Wang, D. Wu, A. Cooper, and W.W. Taylor. 2011. An Index of Cumulative  
984 Disturbance to River Fish Habitats of the Conterminous United States from Landscape  
985 Anthropogenic Activities. *Ecological Restoration* Vol. 29(1–2): 133-151.
- 986 Fowler, N. 2010. Habitat Requirements of the Bracted Twistflower, *Streptanthus bracteatus*,  
987 (Brassicaceae), a Rare Plant of Central Texas.  
988 [http://www.tpwd.state.tx.us/business/grants/wildlife/section\\_6/projects/plants/e96\\_final\\_rep](http://www.tpwd.state.tx.us/business/grants/wildlife/section_6/projects/plants/e96_final_report.pdf)  
989 [ort.pdf](http://www.tpwd.state.tx.us/business/grants/wildlife/section_6/projects/plants/e96_final_report.pdf) (report) (accessed December 2013)
- 990 Griffith, G., S.A. Bryce, J.M. Omernik, J.A. Comstock, A.C. Rogers, B. Harrison, S.L. Hatch and D. Bezanson.  
991 2007. Ecoregions of Texas (report and maps). R.S. Geological Survey, Reston VA.  
992 [ftp://ftp.epa.gov/wed/ecoregions/tx/TXeco\\_Jan08\\_v8\\_Cmprsd.pdf](ftp://ftp.epa.gov/wed/ecoregions/tx/TXeco_Jan08_v8_Cmprsd.pdf) (report) and  
993 [http://www.epa.gov/wed/pages/ecoregions/tx\\_eco.htm](http://www.epa.gov/wed/pages/ecoregions/tx_eco.htm) (maps) (accessed May 2009).
- 994 National Fish Habitat Action Plan and Southeast Aquatic Resources Partnership and Desert Fish Habitat  
995 Partnership Association of Fish and Wildlife Agencies (AFWA). 2006. National Fish Habitat Action  
996 Plan. [http://www.fishhabitat.org/documents/plan/National\\_Fish\\_Habitat\\_Action\\_Plan.pdf](http://www.fishhabitat.org/documents/plan/National_Fish_Habitat_Action_Plan.pdf)  
997 (accessed November 2009)
- 998 North American Commission for Environmental Cooperation. 2011. Level III North American Terrestrial  
999 Ecoregions: United States Descriptions (*section prepared by G. Griffith*).  
1000 [http://www.cec.org/Storage/133/15860\\_QA07.30-](http://www.cec.org/Storage/133/15860_QA07.30-32_NP_NA_Terrestrial_Ecoregions_Level_3_Final-2june11.pdf)  
1001 [32\\_NP\\_NA\\_Terrestrial\\_Ecoregions\\_Level\\_3\\_Final-2june11.pdf](http://www.cec.org/Storage/133/15860_QA07.30-32_NP_NA_Terrestrial_Ecoregions_Level_3_Final-2june11.pdf) (accessed final 2011).
- 1002 Sunset Valley. 2012. Sunset Valley Firewise Community Program.  
1003 [http://www.sunsetvalley.org/index.asp?Type=B\\_BASIC&SEC=%7B6FC1F2AB-4A2B-4870-8818-](http://www.sunsetvalley.org/index.asp?Type=B_BASIC&SEC=%7B6FC1F2AB-4A2B-4870-8818-07EDAA1210B0%7D)  
1004 [07EDAA1210B0%7D](http://www.sunsetvalley.org/index.asp?Type=B_BASIC&SEC=%7B6FC1F2AB-4A2B-4870-8818-07EDAA1210B0%7D) (April 2012).
- 1005 U.S. Department of Agriculture (USDA). 2013. Web Soil Survey (accessed November 2013)  
1006 <http://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>
- 1007
- 1008
- 1009

1010

### EXHIBIT D. Location of Fences and Signage



## Location of Fences and Signage



1 inch = 0.06 miles

