



DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE

FEDERAL FISH AND WILDLIFE PERMIT

3-201
(1/97)

2. AUTHORITY-STATUTES
16 USC 1539(a)(1)(B)
REGULATIONS (Attached)
50 CFR §§ 13 & 17

3. NUMBER
TE-827597-3

4. RENEWABLE	5. MAY COPY
<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> YES
<input type="checkbox"/> NO	<input type="checkbox"/> NO

6. EFFECTIVE 3/29/2007	7. EXPIRES 12/31/2027
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1. PERMITTEE

Concordia University at Austin
3400 I-35 North
Austin, Texas 78705
Phone: 512486-1173

8. NAME AND TITLE OF PRINCIPAL OFFICER (if #1 is a business)
Dr. David Kluth, Vice-President of University Services

9. TYPE OF PERMIT
Endangered Species – Incidental Take

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED
East of RM 620, approximately 1 miles north of RM 2222 on the northwest side of the city of Austin, approximately 12 miles from the downtown area. Lots 1, 2, 3 and 4, Schlumberger Subdivision, Travis County, a Resubdivision of Lot 1, Canyon Creek Section 2, Travis County, Texas (the "Project Property")

11. CONDITIONS AND AUTHORIZATIONS:

- A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2, ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORDANCE WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.
- B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL OR OTHER FEDERAL LAW. THIS PERMIT DOES NOT WAIVE THE OBLIGATION TO ABIDE BY OTHER FOREIGN, STATE, LOCAL OR FEDERAL LAW IN CARRYING OUT AUTHORIZED ACTIVITIES.
- C. VALID FOR USE BY PERMITTEES NAMED ABOVE.
- D. ACCEPTANCE OF THIS PERMIT SERVES AS EVIDENCE THAT THE PERMITTEE UNDERSTANDS AND AGREES TO ABIDE BY THE "GENERAL CONDITIONS FOR NATIVE ENDANGERED AND THREATENED WILDLIFE SPECIES PERMITS" (copy enclosed).

12. REPORTING REQUIREMENTS Written summary reports of the years activities, with regard to inspecting and monitoring, will be submitted by October 1 of each year.

ISSUED BY: *Elizabeth Owen*

TITLE: *Asst. Regional Director*
Assistant Regional Director

DATE
5/21/07

- E. Acceptance of this permit serves as evidence that the Permittee understands and agrees to abide by the terms and conditions of this permit and all Sections of Title 50 Code of Federal Regulations Parts 13, 17, and 21 (attached) pertinent to issued permits.
- F. Terms and conditions of this permit are inclusive.
- G. As contemplated by the Environmental Assessment/Habitat Conservation Plan (EA/HCP), the Permittee is allowed to develop Lots 1, 3, and 4, totaling approximately 143.6 acres of the Project Property ("*New Development Areas*"). The Permittee is further authorized to "take" (kill, harm, or harass) the golden-cheeked warbler on approximately 108 acres of habitat for the species located within the New Development Areas incidental to activities necessary for the construction of a light industrial development (including, research and development), office development, and such other activities and uses as may be permitted by the City of Austin so long as the New Development Areas do not encroach into the Mitigation Land (defined below) or otherwise alter the conditions set forth in this permit or the EA/HCP. As contemplated by the EA/HCP, the Permittee is also allowed to further develop and re-develop that portion of Lot 2 outside of the Mitigation Land, totaling approximately 44.55 acres ("*Existing Development Area*"). The Existing Development Area and New Development Areas are collectively referred to herein as the "*Development Areas*".
- H. The authorization granted by the permit is subject to full and complete compliance with, and implementation of, the terms and conditions of the EA/HCP, Biological Opinion, and all specific terms and conditions contained in this permit. These permit terms and conditions shall supersede and take precedence over any inconsistent provisions in the EA/HCP, the Biological Opinion, or other permit documents.
- I. The area of the Project Property to remain undeveloped comprises approximately 250.65 acres (of which approximately 195 acres is golden-cheeked warbler habitat), which area will be preserved and maintained in an undisturbed condition for the benefit of the golden-cheeked warbler. This area shall be known as the "*Mitigation Land*." The Mitigation Land and the Development Areas are more particularly described on Exhibit "A" attached hereto.
- J. Prior to the commencement of development activities, the Permittee shall encumber the Mitigation Land with a perpetual conservation easement previously approved by the U.S. Fish and Wildlife Service (Service) and conveyed to Travis County or such other entity approved by the Service to be filed by the Permittee at its cost in the Official Public Records of Travis County, Texas, and a copy of the recorded instrument shall be provided to the Service. Alternatively, at Permittee's election, the underlying fee title of the Mitigation Land may be transferred, donated, sold, or otherwise conveyed to Travis County or such other public or private non-profit entity approved by the Service.
- K. The Permittee shall manage or fund the operation and management of the Mitigation Land in perpetuity or as agreed to by Travis County if Travis County accepts conveyance of a conservation easement or fee title to the Mitigation Land.

- L. Vegetation clearing activities on the Project Property will be conducted outside the golden-cheeked warbler breeding season (not during the period March 1 through June 30) to the extent possible and not after March 15 without Service approval unless surveys conducted consistent with Service guidelines immediately prior to such activities reveal no warbler territories are present within 300 feet of the activity. Clearing within the proposed Development Areas shall be consistent with the current practices recommended by the Texas Forest Service to prevent the spread of oak wilt.
- M. Building construction, utility infrastructure, and street construction may be conducted year-round as long as the construction activities promptly follow the clearing activities and/or were initiated before March 1, therefore being a continuous activity before the breeding season began.
- N. Clearing for construction of buildings, streets, and other areas of impervious cover will be minimized to the maximum extent practicable. Areas outside of construction zones that are disturbed during construction, but are not occupied by impervious surfaces, will be replanted with native oaks and other native vegetation.
- O. Upon completion of construction, permanent fencing of a type agreed upon by the Permittee and the Service will be placed between the New Development Areas and Mitigation Land to preclude public access to preserve areas, as reasonably determined by the Service or Travis County, if Travis County has accepted an interest in the Mitigation Land. All fences will be marked with signs that identify the fenced areas as wildlife preserves. Signs will be placed at approximately 200-foot intervals and fences shall be maintained for the life of the permit.
- P. Presence/absence surveys for golden-cheeked warblers will be conducted within the Mitigation Land annually or shall be conducted in such area and with such frequency as determined by Travis County to be appropriate (in the event Travis County has accepted an interest in the Mitigation Land).
- Q. The use of herbicides and pesticides by the Permittee will be kept to a minimum and will fully comply with the label guidelines for application. No pesticides or herbicides will be used within the Mitigation Land without the prior approval of the Service or Travis County (in the event Travis County has accepted an interest in the Mitigation Land).
- R. This permit and each of its terms and conditions shall be binding on and for the benefit of the Permittee(s) and its respective successors and assigns. If the permit requires an amendment because of change of ownership, the Service will process that amendment without the requirement of the Permittee preparing any new document or providing any mitigation over and above that required in the original permit. The construction activities proposed or in progress under the original permit would not be interrupted, provided the Permittee, its successors or assigns is in conformance with all required special conditions, of the issued permit.

- S. The permit and appropriate attachments will be recorded with the County Clerk, Travis County, Texas, prior to the beginning of development related activities on the Project Property. A recorded copy of this action will be returned to the Service within 30 days of the date of recording.
- T. The current "No Surprises" policy provides that additional mitigation lands or financial compensation shall not be required of the Permittee or their successors beyond the level of mitigation provided for in the identified HCP. With respect to this permit, the HCP and supporting documents adequately address the federally listed golden-cheeked warbler. For the Permittee or its successors to be fully covered by the "No Surprises" policy, all of the identified requirements in this permit and associated documents must be met.
- U. Upon locating a dead, injured, or sick golden-cheeked warbler, or any other endangered or threatened species, the Permittee is required to contact the U.S. Fish and Wildlife Service's Law Enforcement Office, Austin, Texas, at (512) 863-5972, for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state of analysis for cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, the Permittee and his contractor/subcontractor have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.
- V. The Permittee is required to file an annual report of the development activities conducted under this permit and the required bird survey reports by October 1 of each year with the Field Supervisor, U.S. Fish and Wildlife Service, 10711 Burnet Road, Suite 200, Austin, Texas 78758.
- W. The mitigation for this permit will fully support and accrue full benefits to the Balcones Canyonlands Conservation Plan Permit PRT - 788841.
- X. It is expected that from time to time portions of Project Property will be sold and conveyed to third parties for their development, use, and occupation. In order to provide an efficient and effective means to assure that such third parties are obligated to comply with the relevant provisions of this permit and benefit from the authorizations granted in this permit, the Service agrees that the Permittee, may, at the Permittee's election, issue to purchasers or existing owners of portions of the Project Property "Agreements of Inclusion" whereby such purchaser or owner agrees to be bound by and comply with those terms and conditions of this permit applicable to the land they are purchasing or own within the Project Property. Sample forms of an Agreement of Inclusion and a Certificate of Inclusion are attached to this permit as Exhibit B and Exhibit C, respectively. A purchaser or owner signing an Agreement of Inclusion and receiving a Certificate of Inclusion in substantially the same forms as the samples provided in Exhibit B and Exhibit C shall be referred to as a "Participant." So long as this permit remains in effect and a Participant is in compliance with the Agreement of Inclusion, that Participant shall be deemed, with respect to that Participant's property within the Project Property, to have with respect to that Participant's property the full benefits and

authorities of this permit. In the event that the Service may seek to suspend, terminate, or revoke this permit for reasons not the fault of a Participant, and that Participant is in compliance with the terms of its Agreement of Inclusion, the Service shall seek to craft a remedy that does not affect that Participant's rights, benefits, and responsibilities under the permit prior to suspending, terminating, or revoking this permit. If it is not practicable to so craft a remedy and the Service suspends, terminates, or revokes this permit, the Service will process for issuance to such Participant a permit conferring the same rights, benefits, and responsibilities with respect to the Participant's property as provided under this permit, without additional requirements or conditions beyond those applicable to the Participant under its Agreement of Inclusion. The Service agrees that a breach by a Participant of its obligations under an Agreement of Inclusion will not be considered a violation by the Permittee or any other Participant of this permit. In the event a Participant has materially breached its Agreement of Inclusion and, after reasonable notice and opportunity to cure, such Participant fails to cure, remedy, rectify, or adequately mitigate the effects of such breach, then the Service may terminate that Participant's Agreement of Inclusion. The Permittee will submit copies of all Agreements of Inclusion and Certificates of Inclusion to the Service within 15 days after being executed by all parties thereto.

-----End of Permit Terms and Conditions for Permit # TE-827597-3-----

EXHIBIT "A"

SKETCH TO ACCOMPANY
MITIGATION LAND FIELD NOTES

12/07/2005

N.T.S.

FILE:1305-001\SCHE-Accompany\Sketch



NORTH

AUSTIN HILL COUNTRY RESERVE

8311 R.M.620 NORTH
AUSTIN, TEXAS



315 Bowie Street
Austin, TX 78703
(512) 469-0500

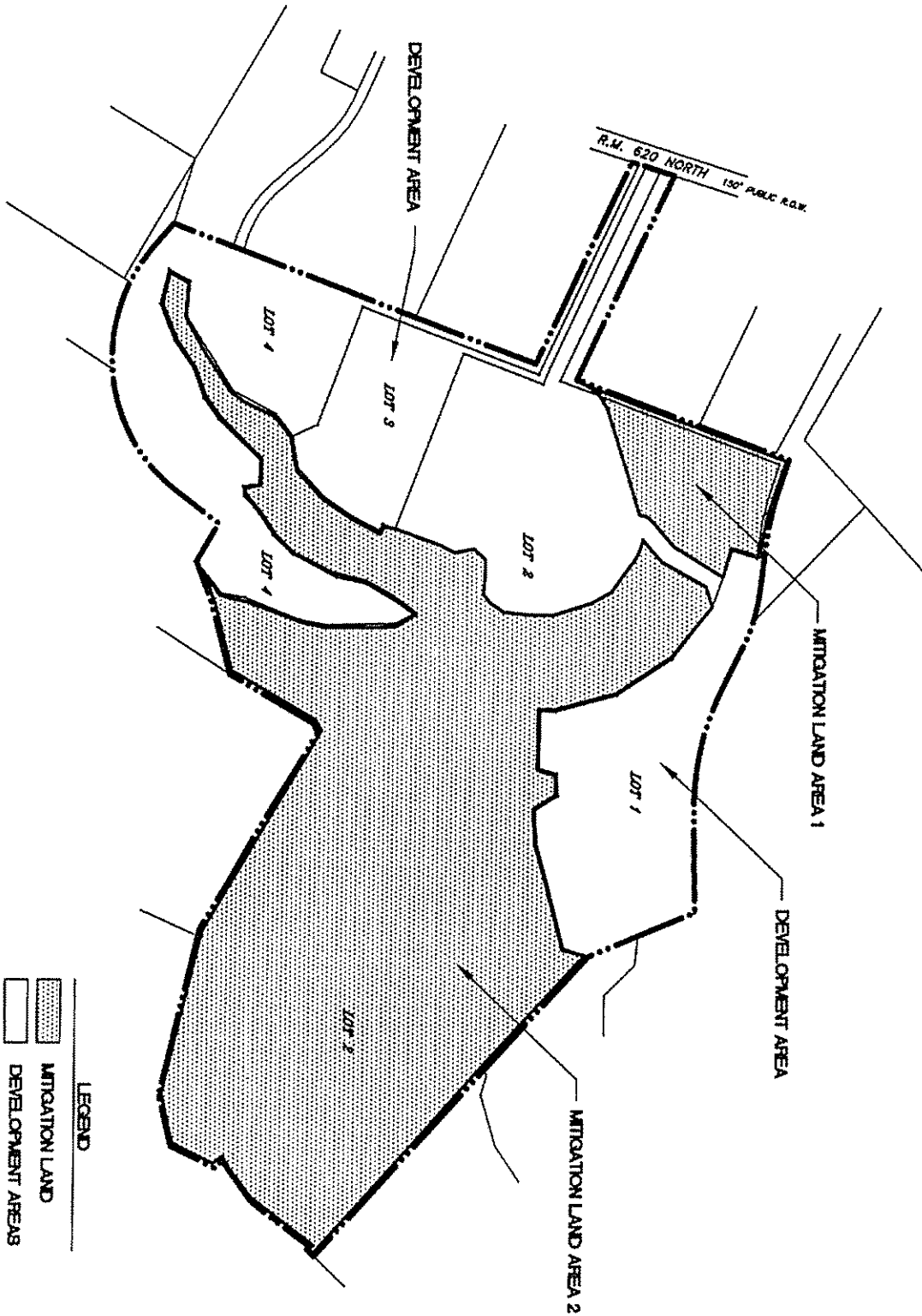


EXHIBIT "B"

AGREEMENT OF INCLUSION

COUNTY OF TRAVIS §
STATE OF TEXAS §

RECITALS

The Travis County region of Central Texas is home to the golden-cheeked warbler listed as endangered under the federal Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq. ("ESA").

In order to obtain authorization for potential impacts to the golden-cheeked warbler in connection with development, construction and operation of the Schlumberger Property in Travis County, Texas, Schlumberger Technology Corporation ("Schlumberger") applied for a permit under section 10(a)(1)(B) of the ESA. The United States Fish and Wildlife Service (the "Service") issued Permit Number TE-827 597 (as amended, the "Permit") to Schlumberger on December 12, 1997. The Permit was subsequently amended under (i) Permit Number TE-827597-1 issued to Schlumberger dated to be effective September 16, 2005, (ii) Permit Number TE-827 597-2 issued to USL Austin Reserve, LP dated to be effective May 17, 2006, and (iii) Permit Number TE-827597-3 issued to Concordia University at Austin ("Concordia") dated to be effective _____, 2007.

In exchange for committing to the implementation of various conservation measures described in the Permit and the associated Environmental Assessment/Habitat Conservation Plan (the "HCP"), Concordia is authorized to assign certain Permit inclusion rights (hereinafter referred to as "Inclusion Rights") to purchasers of land within the area covered by the Permit ("Participants"). Through inclusion in the HCP, Participants are considered covered by the Permit to the extent and as provided in the HCP.

AGREEMENT

This Agreement of Inclusion (this "Agreement") is entered into this ____ day of _____, 20____, by and between _____ (hereinafter referred to as "Participant") and Concordia.

For and in consideration of the mutual covenants and considerations set forth herein, Concordia and Participant hereby agree with respect to the assignment of certain Inclusion Rights as provided by the Permit and the HCP as follows:

ARTICLE I.
PARTICIPANT'S PROPERTY

Participant is the owner of a tract or tracts of land consisting of approximately _____ acres situated within the property covered by the Permit in Travis County, Texas, and more fully described and depicted in **Attachment A** (the "*Participant's Property*").

ARTICLE II.
ASSIGNMENT OF INCLUSION RIGHTS

Concordia hereby assigns unto Participant certain Inclusion Rights for the exclusive use and benefit of the Participant's Property. These Inclusion Rights are assigned to the Participant for their use and benefit only with respect to the Participant's Property and in connection with the issuance of the Permit for the HCP pursuant to section 10(a)(1)(B) of the Endangered Species Act, 16 U.S.C. § 1531, et seq. The term "*Inclusion Rights*" shall mean and refer to any and all authorizations, benefits, rights, credits, offsets, or other privileges or entitlements that may be utilized by Participants in conjunction with the HCP and the Permit relating to the existence, dedication, conservation, maintenance, or preservation of the golden-cheeked warbler covered by the Permit.

This assignment is expressly made subject to the provisions and requirements of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531, et seq.; Title 50 of the Code of Federal Regulations, including Parts 13, 17, and 21; the Permit; and the HCP as provided by the Permit and including the conditions and requirements provided in the HCP and the HCP.

ARTICLE III.
CONSIDERATION

For and in consideration of its assignment of these Inclusion Rights, the Participant has paid to Concordia \$10.00 and given other good and valuable consideration.

ARTICLE IV.
ADDITIONAL RESPONSIBILITIES OF PARTICIPANT;
SPECIAL TERMS

For and in consideration of the assignment of Inclusion Rights, the Participant agrees that it shall comply with the terms and conditions of this Agreement and those special conditions approved by the Service and set forth in **Attachment B**, attached hereto and incorporated herein for all purposes. Participant shall provide any assistance to Concordia necessary or appropriate to allow Concordia to comply with the Permit, such as providing information relative to the Participant's Property that may be required for any reports to the Service.

ARTICLE V.
BREACH BY PARTICIPANT

In the event of any breach by Participant, and Participant fails to cure such breach or mitigate the effects thereof within ten (10) calendar days after delivery of notice of such breach to Participant, Concordia shall have the right (but not the obligation) to pursue any and all remedies that may be available to Concordia at law, in equity, or both, which remedies shall, in the case of a material breach of this Agreement by Participant, include the right to terminate this Agreement.

ARTICLE VI.
OBLIGATIONS OF CONCORDIA

Concordia shall comply with the terms of the Permit and take such actions as are necessary to maintain the effectiveness of the Permit.

Notwithstanding anything to the contrary herein, Concordia shall not be responsible to, nor liable to, Participant for any damages resulting from any rules, regulations, action(s), or inaction(s) by the U.S. Department of the Interior and/or Service promulgated, vacated, modified, or taken that would in any way impair or render ineffective, either partially or in its entirety, any or all benefits to the Participant's Property that accompany the assignment of the Inclusion Rights herein, except to the extent such damages result from a breach by Concordia in connection with its obligations under the Permit.

ARTICLE VII.
RIGHTS OF SERVICE

Nothing in this Agreement limits the authority of the Service to seek penalties or otherwise fulfill its responsibilities under the Endangered Species Act. Moreover, nothing in this Agreement limits or diminishes the legal obligations and responsibilities of the Service as an agency of the Federal government.

ARTICLE VIII.
COVENANTS RUN WITH THE LAND; RECORDATION

Participant agrees that promises and covenants provided herein, including, without limitation, the Special Conditions attached hereto, as amended from time to time, are intended to be binding upon any heirs, successors, and assigns in interest to the Participant's Property. Upon any transfer of any ownership rights to all or part of the Participant's Property, this Agreement shall not terminate as to the particular property transferred, but rather shall continue in full force and effect and shall be fully binding upon any heirs, successors, and assigns in interest to the Participant's Property, or any portion thereof. Upon execution of this Agreement by Concordia and Participant, this Agreement shall be acknowledged and recorded in the Real Property Records of Travis County, Texas.

ARTICLE IX.
VENUE AND CHOICE OF LAW

The obligations and undertakings of each of the parties to this Agreement shall be performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

ARTICLE X.
MODIFICATION

Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting subsequent amendments or modifications from time to time in writing signed by the parties hereto, or their respective successors and assigns. Any such written amendments or modifications to this Agreement, including any amendment to the Special Conditions, shall amend the terms and conditions of this Agreement, including the terms and conditions of the Special Conditions herein, as set forth in any such amendment.

ARTICLE XI.
SUCCESSORS AND ASSIGNS

This Agreement, as amended from time to time, shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto, where authorized pursuant to this Agreement.

ARTICLE XII.
NOTICE

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing, or registered or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

PARTICIPANT:

CONCORDIA

with a copy to:

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

ARTICLE XIII.
TERM OF AGREEMENT

This Agreement shall terminate upon the expiration or termination of the Permit, whichever is sooner.

ARTICLE XIV.
HEADINGS

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

ARTICLE XV.
NUMBER AND GENDER DEFINED

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neutral gender and the singular or plural number shall each be deemed to include the others.

ARTICLE XVI.
MULTIPLE COUNTERPARTS

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

ARTICLE XVII.
TIME OF ESSENCE

Time is of the essence in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED AS OF THE LAST DAY SET FORTH BELOW.

CONCORDIA:

PARTICIPANT:

Concordia University at Austin

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 200_,
by _____, _____ of Concordia University at Austin, a Texas non-
profit corporation, on behalf of such corporation.

NOTARY PUBLIC

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 200_,
by _____, of _____, on behalf of said
person(s).

NOTARY PUBLIC

**Attachment A to this Agreement of Inclusion
(Legal Description of Participant's Property and Map)**

**Attachment B to this Agreement of Inclusion
(Special Conditions)**

The following Special Conditions are taken from permit # TE-827597-3. For a full and accurate understanding of the meaning of these Special Conditions, reference should be made to the applicable provisions of the HCP and the figures included therewith.

1. Participant shall not initiate clearing of vegetation in or within 300 feet (91 meters) of GCWA habitat from March 1 through August 1 of any year unless breeding season surveys performed by biologist permitted by the Service indicate that no GCWAs are present within 300 feet of the desired activity.

2. Building, utility infrastructure, and street construction may be conducted year round as long as the construction activities promptly follow the clearing activities and/or were initiated before March 1, thereby being a continuous activity.

3. Clearing and construction by Participant within proposed development areas shall be consistent with the current practices recommended by the Texas Forest Service to prevent the spread of oak wilt.

4. The use of deer feeders and bird feeders other than thistle seed or hummingbird feeders on the Participant's Property is prohibited.

5. Dumping of material (including pool water), pesticides, herbicides, fertilizers, clearing of vegetation, or anything else that is not consistent with management for the golden-cheeked warbler is prohibited within the Preserve.

6. Upon locating a dead, injured, or sick GCWA or any other endangered or threatened species, the Permittee is required to contact the Service's Law Enforcement Office in Austin, Texas, at (512) 490-0948 or in San Antonio, Texas, at (210) 681-8419 for care and disposition instructions. Extreme care should be taken in handling sick or injured individuals to ensure effective and proper treatment. Care should also be taken in handling dead specimens to preserve biological materials in the best possible state for analysis of cause of death. In conjunction with the care of sick or injured endangered/threatened species, or preservation of biological materials from a dead specimen, Participant and its contractor/subcontractor have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.

7. Acceptance of this Agreement serves as evidence that Participant understands and agrees to abide by the terms of the permit and all applicable Sections of Title 50 Code of Federal Regulations Parts 13 and 17, pertinent to issued permits.

8. Conditions of the Permit shall be binding on, and for the benefit of, the Permittee and its respective successors and assigns.

EXHIBIT "C"

CERTIFICATE OF INCLUSION

The following tract or parcel of land

(tract address, tax parcel id #, and size of tract), has complied with requirements of the federal Endangered Species Act (16 U.S.C. §1531 et seq.) through participation under Endangered Species Act section 10(a)(1)(B) Permit Number TE-827597 issued by the U.S. Fish and Wildlife Service to Schlumberger Technology Corporation ("Schlumberger") dated to be effective December 12, 1997, and subsequently amended under (i) Permit Number TE-827597-1 issued to Schlumberger dated to be effective September 16, 2005, (ii) Permit Number TE-827 597-2 issued to USL Austin Reserve, LP dated to be effective May 17, 2006, and (iii) Permit Number TE-827597-3 issued to Concordia University at Austin ("Concordia") dated to be effective _____, 2007 as amended, (the "Permit"). _____ (owner's name) ("Participant") entered into an Agreement of Inclusion (the "Agreement") with Concordia dated _____ 20___. The Agreement is recorded in the Real Property Records of Travis County, Texas. Participation in the Habitat Conservation Plan dated December 12, 1997 and the Permit is subject to the terms and conditions of the Agreement.

This Certificate of Inclusion is issued by Concordia, to _____ on _____, 20__.

CONCORDIA UNIVERSITY AT AUSTIN

By: _____
Name: _____
Title: _____

This Certificate of Inclusion or a facsimile must be posted at the property from the time vegetation clearing begins until construction is completed. For residential development, completed construction is when all roads and utilities are completed to the extent that they meet the applicable acceptance criteria of Travis County. For more information about this Certificate, the Agreement, or the Permit contact: Concordia University of Austin, Attn: _____, _____, Austin, TX 80111. For information about the participating tract contact:

(On the line above, the Participant must provide the name, address, and telephone of the responsible party for the participating tract)

CERTIFICATE OF INCLUSION

The following tract or parcel of land

(tract address, tax parcel id #, and size of tract), has complied with requirements of the federal Endangered Species Act (16 U.S.C. §1531 et seq.) through participation under Endangered Species Act section 10(a)(1)(B) Permit Number TE-827597 issued by the U.S. Fish and Wildlife Service to Schlumberger Technology Corporation ("Schlumberger") dated to be effective December 12, 1997, and subsequently amended under (i) Permit Number TE-827597-1 issued to Schlumberger dated to be effective September 16, 2005, (ii) Permit Number TE-827 597-2 issued to USL Austin Reserve, LP dated to be effective May 17, 2006, and (iii) Permit Number TE-827597-3 issued to Concordia University at Austin ("Concordia") dated to be effective _____, 2007 as amended, (the "Permit"). _____ (owner's name) ("Participant") entered into an Agreement of Inclusion (the "Agreement") with Concordia dated _____ 20___. The Agreement is recorded in the Real Property Records of Travis County, Texas. Participation in the Habitat Conservation Plan dated December 12, 1997 and the Permit is subject to the terms and conditions of the Agreement.

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CONCORDIA UNIVERSITY AT AUSTIN

By: _____
Name: _____
Title: _____

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(On the line above, the Participant must provide the name, address, and telephone of the responsible party for the participating tract)