



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-151746-0

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 7/27/2007	7. EXPIRES 8/1/2106
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1. PERMITTEE

Coastal Prairie Coalition,
Grazing Lands Conservation Initiative
312 South Main, Room 308
Victoria, Texas 77901
Phone: 361/550-0829
e-mail: sdiebel@wildblue.net

8. NAME AND TITLE OF PRINCIPAL OFFICER (if #1 is a business)
Stephen C. Diebel, Chairman

9. TYPE OF PERMIT
Endangered Species – Incidental Take

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED
On private lands in Aransas, Austin, Calhoun, Colorado, Galveston, Goliad, Refugio, and Victoria counties, Texas.

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

ISSUED BY

TITLE

Deputy Regional Director

DATE

7-24-07

- E. The authorization granted by this permit is subject to:
1. Full and complete compliance with, and implementation of, the terms and conditions of the Safe Harbor Agreement (Agreement), 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 Agreement or other documents associated with the section 10(a)(1)(A) enhancement of survival permit.
 2. Full and complete compliance with any applicable local, State, or Federal law, regulation, or restriction governing the site and those conservation practices (as described within the Agreement) pertaining to, but not limited to, wildlife, land use, water quality, air quality, local economy, and cultural resources.
 3. Compliance with all necessary and required permits and licenses applicable to fulfillment of the Agreement.
- F. This permit shall be issued to the Coastal Prairie Coalition, Grazing Lands Conservation Initiative (GLCI) for a period of ninety-nine (99) years, and only provides for incidental take of Attwater's prairie chicken, northern aplomado falcon, and whooping crane as specified in the Agreement. Incidental take for any other listed animal species is not authorized. The permit may be renewed at the end of the permit period, should the Permittees and the Service agree.
- G. The current Safe Harbor policy of the Service provides that additional land, water, or resource restrictions or financial obligations shall not be required of the Permittees or their successors or assigns for the Attwater's prairie chicken, northern aplomado falcon, or whooping crane on the specified portions of the property to be enrolled under the Agreement beyond the level of conservation measures provided for in this permit and the Agreement, if the permit and Agreement are fully and completely complied with and implemented.
- H. If, at any time, during the tenure of this permit, new information indicates that any of the conservation activities require modification, the Permittees will consult with the Service within 30 days of discovering this new information to adapt the management practice(s) to benefit the Attwater's prairie chicken, northern aplomado falcon, whooping crane, or black lace cactus.
- I. Permittees will monitor the implementation of the Agreement annually.
- J. By November 1 of each year the permit is valid, the Permittees will submit an annual report to the Service's offices listed below. The Permittees will provide:
1. A narrative explanation describing the number of participating Cooperators; the amount of Attwater's prairie chicken, northern aplomado falcon, whooping crane, and black lace cactus habitat potentially created, enhanced, or restored as a result of the specific management activities performed under each cooperative agreement; and numbers of the covered species.

2. A summary of the location(s) and circumstances(s) where incidental take of Attwater's prairie chicken, northern aplomado falcon, and whooping crane were anticipated, as well as where black lace cactus was removed.
3. A narrative explanation and results of all compliance, impact, and monitoring activities.
- K. At the end of each five-year period beginning on the date of permit issuance, the Service and GLCI will review the effectiveness of the Safe Harbor Agreement. Depending on the results, the Service and GLCI may make modifications as needed to further enhance the program and increase benefits to the Attwater's prairie chicken, northern aplomado falcon, whooping crane, and black lace cactus.
- L. If during the tenure of this permit the project design and/or extent of affected habitat described in the Agreement and/or permit is altered, such that there may be an increase in the anticipated take of the Attwater's prairie chicken, northern aplomado falcon, or whooping crane, the Permittees are required to contact the Service and obtain authorization and/or amendment of the permit before commencing any activities that might result in take beyond that described in the Agreement and/or permit.
- M. Prairie Management Agreement and Certificate of Inclusion holders may incidentally take Attwater's prairie chicken, northern aplomado falcon, and whooping crane by returning the property to its baseline conditions by ceasing conservation activities designed to benefit these species through enhancements to coastal prairie habitat, as further described in the Agreement, but only in accordance with the Agreement. Incidental take is authorized during termination before the permit expiration in accordance with the Agreement.
- N. This permit authorizes incidental take of habitats created on the enrolled properties from conservation practices back to the baseline, as identified in the Agreement.
- O. This permit and each of its terms and conditions shall be binding on and for the benefit of the Permittees. If the Permittees transfer ownership of the enrolled property to a non-Federal entity, the Service will regard the new owner(s) as having the same rights and obligations with respect to the enrolled property as the original owner, if the new owner(s) agrees to become a party to the original Agreement and enhancement of survival permit.
- P. If at any time during the duration of the permit the Service determines that the status of any of the species has declined to the point where the continuation of the permitted activity would be likely to result in jeopardy to the Attwater's prairie chicken, northern aplomado falcon, or whooping crane, the Service may revoke the Permittees' enhancement of survival permit. However, the Service will do everything possible to avoid this situation.
- Q. Acceptance of the permit serves as evidence that the Permittees understand and agree to abide by the terms and conditions of the permit and all applicable sections of 50 CFR 13, 17, and 21 pertinent to issued permits.

- R. Upon locating a dead, injured, or sick Attwater's prairie chicken, northern aplomado falcon, whooping crane, or any other endangered, threatened, or candidate species, the Permittees are required to contact the Service's Law Enforcement Office in Corpus Christi, Texas (361) 289-5037 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, the Permittees and their contractor(s)/subcontractor(s) have the responsibility to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.
- S. For purposes of monitoring compliance and administration of the terms and conditions of this permit, the contact Service office is:

U.S. Fish and Wildlife Service
Corpus Christi Ecological Services Field Office
6300 Ocean Drive
TAMU-CC, Unit 5837
Corpus Christi, Texas 78412
Telephone: (361) 994-9005
Facsimile: (361) 994-8262

- T. Annual reports, and any correspondence generated from implementation, modification, or administration of the permit, shall be provided by the Permittees to the contact office in Condition above, and a copy of the annual report transmittal letter **only** shall be submitted to the Regional Office at the following address:

U.S. Fish and Wildlife Service
Endangered Species Division
500 Gold Avenue SW
Albuquerque, New Mexico 87102
Telephone: (505) 248-6920
Facsimile: (505) 248-6922

*****End Permit TE-073684*****