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Executive Director

September 1, 2010

Mr. Barry Wilson, Chair
Central Texas Climbing Committee
8507 Fenton Dr.
Austin, Texas 78736

Dear Mr. Wilson:

Enclosed is a copy of the executed Memorandum of Agreement between the Central Texas Climbing Committee and the State Parks Division of the Texas Parks and Wildlife Department in regards to your support of Enchanted Rock State Natural Area. Please retain this document for your group's reference.

On behalf of State Parks, I want to express our thanks for your efforts. The long history of the CTCC's engagement with Enchanted Rock has enhanced the site by enhancing public access and conserving the sites unique resources. I look forward to continuing this relationship in the future.

Sincerely,

A handwritten signature in cursive script that reads "Brent Leisure".

Brent Leisure, Director
Texas State Parks

BL:kg

MEMORANDUM OF AGREEMENT
between the
CENTRAL TEXAS CLIMBING COMMITTEE
and the
TEXAS PARKS AND WILDLIFE

PREAMBLE

The Texas Parks and Wildlife Department (hereinafter referred to as the "Department") and the Central Texas Climbing Committee (hereinafter referred to as the "Committee"), each entity acting by and through duly authorized officers, enter into the following MEMORANDUM OF AGREEMENT (the "Agreement").

WHEREAS, the Department is an agency of the State of Texas responsible for acquiring, maintaining and operating a system of public State Parks for the benefit of the people generally; and

WHEREAS, the Department, on behalf of the State of Texas, owns Enchanted Rock State Natural Area (hereinafter referred to as the "Natural Area"), which is operated by the State Parks Division and managed for the benefit of the people of Texas; and

WHEREAS, the Natural Area possesses valuable natural, cultural and geological resources of statewide significance, and the preservation, stewardship and interpretation of these features is a primary goal of the Department; and

WHEREAS, carefully managed rock climbing is recognized by the Department as a compatible and popular use of the Natural Area and recognizes the need for review processes to ensure quality and resource compatible rock climbing; and

WHEREAS, the Committee is a chartered, non-profit organization of volunteers which have been elected by the rock-climbing community of the Natural Area, and

WHEREAS, the Committee desires to assist the Department in managing climbing activities and protecting the resources of the Natural Area in order to preserve climbing opportunities.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

I. PURPOSES OF THE AGREEMENT

Jointly, the Committee and the Department desire to establish an advisory committee to provide guidance and knowledge to the Department to monitor climbing activity at the Natural Area and evaluate rock climbing resources and the placement or replacement of fixed protection at the Natural Area.

II. RESPONSIBILITIES OF THE COMMITTEE

The Committee represents and agrees that it will do the following during the term of this agreement:

- A. Monitor and replace fixed protection.
- B. Screen, review and recommend appropriate applications for new route developments with fixed protection, as detailed in the Committee charter;
- C. Communicate with the rock climbing users of the Natural Area and educate them regarding the Department's clean climbing protocols and stewardship philosophy.
- D. Report noncompliant routes or individual behavior to the Natural Area Superintendent.
- E. Assist the Department in maintaining all climbing areas free of trash or abandoned equipment. Assist the Department through the removal of gymnastic chalk from the rock surface.
- F. Assist the Department through removal of fixed protection and restoration of routes as requested.
- G. Work jointly with the Department to maintain and enhance a comprehensive technical climbing management program, including commercial guides and recreational sports providers, and advise the Department of new developments in the climbing field.
- G. Members of the Committee will execute proper liability releases and volunteer agreements with the Department.
- H. Participate with the Department in other projects as mutually agreed upon.

III. RESPONSIBILITIES OF THE DEPARTMENT:

The Department represents and agrees that it will do the following during the term of this Agreement:

- A. Provide the Committee with site specific resource criteria and guidelines, which the Committee will incorporate into their review procedures.
- B. Maintain a standing resource committee to interact with the Committee on issues and to approve applications for the placement of fixed protection.
- C. Review applications and proposals submitted by the Committee for natural and cultural resource reviews and operational clearances. The Department will endeavor to act within 30 days of receiving a submittal.

VI. NATURE OF AGREEMENT:

The Committee and the Department expressly acknowledge that nothing in this Agreement is intended or should be construed to assign any control, management, direction, or policy influence over the Natural Area or the Department to the Committee.

XI. TERMINATION:

This Memorandum of Agreement shall be in effect on the date of execution. Each party shall have the right, without limitation, to terminate this Agreement upon thirty (30) days written notice to the other party. If changes in state law or Department policy render it necessary, the Department may terminate this Agreement with ten (10) days written notice to the Committee.

XII. NOTIFICATION AND COMMUNICATION:

All notices and written communications shall be addressed as follows:
If to the Natural Area:

Superintendent, Enchanted Rock State Natural Area
16710 Ranch Road 965
Fredericksburg, Texas 78624

If to the Committee:

President, Central Texas Climbing Committee
8507 Fenton Drive
Austin, TX 78736

The Committee and the Natural Area may change the place of communication by written notification to the other party hereto. All notices and submissions of materials and information required by the Agreement may be delivered by email or regular mail.

XIII. INTEGRATION:

This Agreement sets forth the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings not specifically set forth herein. This Agreement may not be modified or changed other than by an agreement in writing executed by all of the parties hereto.

XIV. CONSENT TO BREACH NOT WAIVER:

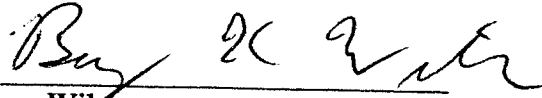
No term or provision of this Agreement will be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by an authorized representative of the Department. Any consent by the State to or waiver of a breach by the Committee, whether express or implied, will not constitute a consent to or waiver of or excuse for any other different or subsequent breach.

XV. TERM OF AGREEMENT

This Agreement takes effect upon signing and expires on August 31, 2014.

ATTEST:

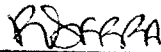
CENTRAL TEXAS CLIMBING COMMITTEE



Barry Wilson
CTCC Chairperson

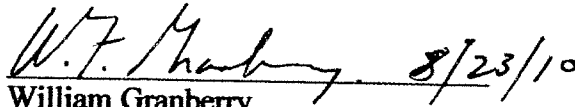
ATTEST:

STATE OF TEXAS
TEXAS PARKS AND WILDLIFE DEPARTMENT



8.21.10

Ray Sierra
Enchanted Rock State Natural Area Superintendent



William Granberry
Regional Director



Walt Dabney Brent Leisure
Director, State Parks Division