

**AGREEMENT FOR SERVICES CONCERNING ENDANGERED  
SPECIES, INTERIOR LEAST TERN, *Sterna antillarum***

**FOR THE PRESIDENT GEORGE BUSH TURNPIKE, SEGMENT IV  
(DNT 456)**

**THE STATE OF TEXAS   §  
                                  §  
COUNTY OF DALLAS   §**

**THIS AGREEMENT** (“Agreement”), by and between the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and a political subdivision of the State of Texas, hereinafter identified as the “Authority,” and the **CITY OF DALLAS**, a Texas municipal corporation, hereinafter identified as the “City,” is to be effective as of the 9th day of April, 2003.

**WITNESSETH**

**WHEREAS**, the Authority constructs, operates, maintains, and periodically improves and modifies toll turnpike projects in certain counties in North-Central Texas, all in conformance with the provisions of Chapter 366, Texas Transportation Code, as amended (the “Regional Tollway Authority Act”); and

**WHEREAS**, the Authority proposes to design, construct, and operate Segment IV of the President George Bush Turnpike, hereinafter referred to as the “Project,” along a route beginning at its northern terminus at I-35E to its southern terminus at I-635 in Dallas County, with a portion of the Project being situated within the municipal limits of the City, said Project being designed, constructed and operated as an extension and enlargement of the “Dallas North Tollway System”; and

**WHEREAS**, the Authority has retained HNTB Corporation to serve as general consulting engineer for the Project, said HNTB Corporation (hereinafter referred to as the “Consulting Engineer”) to represent and assist the Authority in the planning, design, review and coordination of the design and construction phases of the Project, including the work of the engineering firm(s)

responsible for designing any specific section of the Project (hereinafter referred to as the "Section Engineers"); and

**WHEREAS**, the Authority has retained the engineering firms listed in Exhibit A (said firms and/or their successors being hereinafter collectively referred to as the "Environmental Excellence Team") to monitor and ensure environmental compliance during the construction of the Project, including the construction of toll lanes, approaches, interchanges, ramps, toll facilities, bridges, buildings and the modification of existing pavement and structures, all to be operated and maintained by the Authority; and

**WHEREAS**, the Authority has retained the firm of Carter & Burgess, Inc. (hereinafter referred to as the "Environmental Compliance Team Manager") to lead the Environmental Excellence Team set out on Exhibit A and monitor and ensure environmental compliance during construction of the Project.

**WHEREAS**, the Authority has retained Brown and Root, Inc. (hereinafter called the "Construction Manager") to provide the Authority with construction management engineering services for the construction of the Project; and

**WHEREAS**, the Authority, in consultation with the United States Department of the Interior, United States Fish & Wildlife Service (hereinafter "USF&W"), has determined that the endangered species known as the Interior Least Tern, *Sterna antillarum*, may nest or otherwise be present at or near the planned route of the Project; and

**WHEREAS**, the Authority, in consultation with USF&W, has requested the City through the City of Dallas Zoo to provide, if necessary, certain services for performing surveys and monitoring the presence, if any, of the Interior Least Tern at the Project beginning in May, 2003, and continuing through the end of September of 2006; and

**WHEREAS**, the City shall perform such monitoring and surveying by using personnel

employed or trained at the City of Dallas Zoo (the "City/Zoo") (the Zoo being operated and managed by the City's Park and Recreation Department); and

WHEREAS, such City/Zoo personnel have particular expertise in the skills required to survey and monitor the presence of the Interior Least Tern (such personnel being those persons employed or trained at the City/Zoo and referred to as "Qualified Personnel"); and

WHEREAS, the City is a Texas home rule municipal corporation with all of the authority and powers related thereto as prescribed by the laws of the States of Texas; and

### **AGREEMENT**

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto, as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the City agree as follows:

#### **ARTICLE I. MONITORING, SURVEYING AND OTHER WORK TO BE PERFORMED BY THE CITY**

##### **A. The Monitoring and Surveying Work**

During time periods set forth below, but in no event during time periods outside of May 1<sup>st</sup> – September 30<sup>th</sup> during the Term of this Agreement, Qualified Personnel shall perform the Monitoring and Surveying mandated as a result of the consultation between USF&W and the Authority. The term "Monitoring and Surveying," as used herein, means one-half hour to one-hour visual observations of the appropriate geographic areas identified below (collectively, "M&S Areas"; individually, an "M&S Area") during the periods of time set forth below, in order to monitor and survey the presence, if any, of Interior Least Terns at the Project. Surveys shall be conducted during the Interior Least Tern's peak activity period (approximately 8:00 a.m. to 10:30 a.m.). In the event the City/Zoo believes Monitoring and Surveying in addition to that described

herein is needed, the City/Zoo shall notify the Environmental Compliance Team Manager of the location and expected duration of such additional Monitoring and Surveying. The Environmental Compliance Team Manager shall promptly reply to the City/Zoo concerning the City/Zoo's request for additional Monitoring and Surveying. Monitoring and Surveying requirements are more specifically described below:

- (1) Dallas Water Utilities Sedimentation Ponds Numbers 1, 2 and 3 – Qualified Personnel shall perform Monitoring and Surveying of Dallas Water Utilities Sedimentation Ponds Numbers 1, 2 and 3 and surrounding 300 foot buffer zone no less than three (3) times. The M&S Areas pertaining to Dallas Water Utilities Sedimentation Ponds Numbers 1, 2 and 3 are set forth on the attached Exhibit B. At least one (1) Monitoring and Surveying of the Dallas Water Utilities Sedimentation Ponds Numbers 1, 2 and 3 shall take place during each of the following time periods during the Term of this Agreement:
  - (a) Last week of May;
  - (b) June 1 to June 30;
  - (c) First week in July.
- (2) Pond Number 5 (Water of the U.S.) -- Qualified Personnel shall perform Monitoring and Surveying of Pond Number 5 and its 300 foot buffer zone no less than three (3) times. The M&S Area pertaining to Pond Number 5 is set forth on the attached Exhibit C. At least one Monitoring and Surveying of Pond Number 5 shall take place during each of the following time periods during the Term of this Agreement:
  - (a) Last week of May;
  - (b) June 1 to June 30;

(c) First week in July.

- (3) Valwood Improvement Authority ("VIA") Cell Pond B -- Qualified Personnel shall perform Monitoring and Surveying of VIA Cell Pond B and its 300 foot buffer zone as described below. The M&S Area pertaining to VIA Cell Pond B is set forth on the attached Exhibit D. At least one Monitoring and Surveying of VIA Cell Pond B shall take place during each of the following time periods during the Term of this Agreement:

- (a) Last week of June;
- (b) First week in July;
- (c) Second week in July.

Qualified Personnel shall perform at least one additional Monitoring and Surveying of VIA Cell Pond B within one week prior to the start of construction activities in the M&S Area of VIA Cell Pond B, as specified in a notice from the Authority to the City/Zoo. If work lapses in the M&S Area of VIA Cell Pond B, but will recommence at a date specified by the Authority in a notice to the City/Zoo, Qualified Personnel shall perform at least one additional Monitoring and Surveying of VIA Cell Pond B within one week before the recommencement of such construction activities.

- (4) Hydraulic Mitigation Areas – The Authority's Clean Water Act Section 404 Permit (the "Permit") and the Authority's Environmental Impact Statement Segment IV Corridor, I-35E to I-635 (the "EIS") describe locations along the Project known as Hydraulic Mitigation Areas ("HMA"). Various excavation, construction, and other earth-disturbing activities will take place within the HMAs. If the Authority notifies the City/Zoo that work has lapsed for at least

seven days in an area of an HMA that contains more than one acre of disturbed earth, Qualified Personnel shall perform one additional Monitoring and Surveying of the disturbed earth area in the before the Authority recommences construction activities in such HMA. The locations of the HMAs are set forth on the attached Exhibit E.

**B. Other Work**

In addition to the Monitoring and Surveying services set forth in Article I.A, the City/Zoo shall perform the additional work and provide the other services set forth below:

- (1) Representatives of the City/Zoo will communicate with and meet with environmental groups or representatives of environmental groups to discuss the impact of the construction on the Interior Least Tern(s), the City/Zoo's and the Authority's plan for Monitoring and Surveying of the Interior Least Tern(s), the City/Zoo's role in the consultation between the Authority and USF&W, as well as such other related topics as may be necessary or desirable. At a minimum, the City/Zoo shall meet on an annual basis with the Authority, the Authority's counsel and the Environmental Compliance Team Manager, as well as others, if desirable, to assess the Monitoring and Surveying, its effectiveness, and improvements that could be made to assure continued environmental compliance. The Authority, when necessary or desirable, may call additional meetings to be attended by the City/Zoo, and any other parties whose attendance is helpful, in analyzing the issues then being addressed.
- (2) The City/Zoo shall train and coordinate a team of volunteers ("the Volunteers") who shall, as a consequence of their training and oversight by Qualified Personnel, have the expertise to serve as Qualified Personnel; Volunteers may

monitor and survey those areas set forth in Article I.A on a bi-weekly basis. In general, Volunteers shall Monitor and Survey the M&S Areas from off-site by visual means (e.g. binoculars). Volunteers are provided by the Dallas Zoological Society for the City/Zoo. The Volunteers are insured under the Dallas Zoological Society Liability Insurance Policy.

- (3) The Volunteers shall be trained by the City/Zoo or the Authority to understand, follow, and they shall follow, all safety rules and safety construction practices used and implemented by Authority, the Environmental Compliance Team, the Consulting Engineer, the Section Engineers, and the Construction Manager in connection with the Project. Additionally, each Qualified Personnel and Volunteer must execute an Acknowledgment of Training in the form attached hereto as Exhibit F as a condition to performing any Monitoring or Surveying or any other activity in the Project area. The City/Zoo shall submit such written evidence and Acknowledgment of Training timely. The Authority shall respond in a timely manner. The Authority retains the right, in its sole discretion, to refuse entry of any person to, or to remove any previously admitted person from, the construction area of the Project. Any Volunteer admitted to the construction area of the Project shall wear proper safety equipment, display proper identification at all times, and promptly comply with all instructions provided by the Authority's contractors and consultants.
- (4) The City/Zoo shall develop a bilingual (English / Spanish) written, VHS and/or computer-assisted presentation to assist the Authority, the Environmental Excellence Team, the Consulting Engineer, the Section Engineers, the Construction Manager, their subcontractors and representatives in identifying

Interior Least Terns, as well as other birds likely to be encountered during construction of the Project. The presentation shall also include information on the Interior Least Tern's habits, manner, nesting and breeding activities, as well as effective practices for avoiding the Interior Least Tern(s) and its habitat. The Authority shall document attendance.

- (5) Qualified Personnel and Volunteers shall monitor, survey, and document the reproductive success, if any, of the Interior Least Tern should it nest and/or breed in an M&S Area. Monitoring for reproductive success of an Interior Least Tern colony will require an on-the-ground walk-through of the M&S Areas set forth in Article I.A. Should Interior Least Terns be observed in an M&S Area, an on-the-ground walk-through of that area shall be performed by the Qualified Personnel (but not Volunteers) on an as-needed basis, but in any event, no less frequently than weekly during active nesting periods to be determined by USF&W. The City/Zoo shall arrange for access for such Qualified Personnel by contacting the Environmental Compliance Team Manager. During the walk-through(s) Qualified Personnel (but not Volunteers) shall be accompanied by the Environmental Compliance Team Manager. No less than 24-hours prior to the on-the-ground walk-through, but as soon as practicable, the City/Zoo shall notify the Authority of the planned on-the-ground walk-through. The City/Zoo shall coordinate with the Authority, and if deemed desirable by the Authority, the Consulting Engineer, the Section Engineers, and Construction Manager, to determine the appropriate day, time and place for any such on-the-ground walk-through.



- (6) In addition to any other notices required by this Agreement, the City/Zoo shall promptly notify the Authority, the Consulting Engineer, the Section Engineers, and the Construction Manager by e-mail of the results of any Monitoring and Surveying.
- (7) The City/Zoo shall produce an annual report of the work performed under this Agreement, which shall include, *inter alia*, information on the number of adults, nests, and offspring of Interior Least Terns observed by the City in the M&S Areas, as well as the documentation of all Monitoring and Surveying results. Any and all such documentation, including any reports, shall be and are the property of the Authority, although the City/Zoo may use such reports and documentation in connection with its scientific, biological, conservation, or zoological activities. The City/Zoo shall provide a preliminary report on any improvements needed or deficiencies noted by September 30 during the Term of this Agreement.

## **ARTICLE II. QUALIFIED PERSONNEL**

All work to be performed by the City/Zoo under this Agreement shall be performed by Qualified Personnel. Notwithstanding anything else herein to the contrary, the work set forth in Article I.A shall be performed by Jeanette T. Boylan, PhD, who is supervised by the Curator of Conservation Education and Science, or a comparably experienced and educated replacement acceptable to the Authority. The training and notification set forth in Article I.B, subsections (1), (2), (3), (5), and (7), shall be performed by Dr. Boylan or a comparably experienced and educated replacement. The other work to be performed under Article I.B shall be performed by persons trained by or under the control and supervision of Dr. Boylan or her designee. For purposes of this Agreement, the term Qualified Personnel shall include Dr. Boylan, and those trained by her who are under her supervision and control, including the Volunteers. Dr. Boylan shall provide the Authority

**Agreement for Services Concerning  
Endangered Species, Interior Least Tern, *Sterna antillarum* – Page 9**

with a list of suitable replacement candidates who could complete her term for the duration of construction should she be unwilling or unable to perform her responsibilities under this Agreement.

### **ARTICLE III. THE AUTHORITY'S OBLIGATIONS**

#### **A. Compensation in Payment for Work to be Performed by the City and The Zoo Pursuant to This Agreement**

##### **(1) Equipment and Supplies**

As compensation for the work to be performed pursuant to this Agreement, the Authority, prior to May 15, 2003, shall make a one-time donation to the Dallas Zoological Society's Conservation Fund in the amount of Four Thousand Five Hundred Dollars (\$4,500.00). The Authority shall make a supplementary contribution of \$3,000.00 to the Dallas Zoological Society Conservation Fund for each year the City/Zoo renders Monitoring and Surveying Services as set forth in this Agreement. The Authority's supplemental contribution shall be made by May 15 of each year during the Term of this Agreement. Among other items, the Authority's \$4,500.00 contribution shall be used for equipment and supplies.

##### **(2) Salary Reimbursement**

As additional compensation for the work to be performed pursuant to this Agreement the Authority, on or before May 15 for each year during the Term of this Agreement, shall pay to the Dallas Zoo Education Trust Fund an annual payment of ten-thousand dollars (\$10,000.00) to reimburse the City/Zoo for time spent performing Monitoring and Surveying during that year. The City/Zoo acknowledges and agrees that such payments are of benefit to the City/Zoo and is good and adequate consideration for the services to be performed under this Agreement by Qualified Personnel and other City employees.

**B. Other Materials and Instruction Provided by the Authority**

In addition to the payments set forth in Article III. A., the Authority shall:

- (1) Provide aerial photos of the Project to the City/Zoo;
- (2) Subject to availability, provide space for the City/Zoo's use in the construction trailer for the Project;
- (3) Provide the City/Zoo with contact information for Environmental Excellence Team members, and appropriate NTTA staff;
- (4) Provide the City/Zoo access to GPS equipment to aid monitoring efforts when available;
- (5) Should any of the equipment or supplies used by Qualified Personnel be lost, stolen or destroyed, the Authority shall either replace such equipment or supplies or shall reimburse the City/Zoo so that replacement equipment or supplies can be purchased.

**ARTICLE IV.  
COMMUNICATION PROTOCOLS**

These protocols shall be followed by the City, the Zoo, all Qualified Personnel, and all Volunteers to ensure and maintain effective communication between the City and the Authority. These protocols may be amended at any time in the sole discretion of the Authority.

**A. The Interior Least Tern or Its Habitat is Not in Danger of Harm**

In circumstances where the Interior Least Tern or its habitat is not in danger of harm the following communication protocols shall be observed:

- (1) Volunteers and other Qualified Personnel shall communicate any concerns, observations, or results of Monitoring and Surveying to Dr. Boylan or her designee;

- (2) Dr. Boylan or her designee shall communicate any concerns or observations to the Environmental Compliance Team Manager;
- (3) The Environmental Compliance Team Manager shall record communications from Dr. Boylan and, as appropriate, notify the Construction Manager.

**B. The Interior Least Tern or Its Habitat Is in Danger of Harm**

In circumstances where the Interior Least Tern or its habitat is in danger of harm the following communication protocols shall be observed:

- (1) Volunteers and other Qualified Personnel shall communicate any concerns, observations, or results of Monitoring and Surveying to Dr. Boylan or her designee and the Environmental Compliance Team Manager;
- (2) Dr. Boylan or her designee shall confirm any communication that the Interior Least Tern or its habitat is in danger of harm to the Environmental Compliance Team Manager. If Dr. Boylan confirms such condition, she shall notify the USF&WS. Immediately after notifying the USF&WS, Dr. Boylan shall notify the Construction Manager and the Environmental Compliance Team Manager so that construction activities may be suspended, and the Interior Least Tern or its habitat protected, in the area(s) of concern.
- (3) Dr. Boylan or her designee shall communicate with the Authority, the Environmental Compliance Team Manager, and others if necessary, to assess any dangers of harm or taking of the Interior Least Tern or its habitat, and to establish a protocol, for approval by USF&WS, to address then existing conditions.

## **ARTICLE V. LIABILITY GENERALLY**

### **A. Liability**

The City/Zoo and the Authority each agrees to be responsible for all damages, including, claims for personal injury or for damages to property, and all court costs, attorneys' fees, and all expenses arising out of each of its own negligent or otherwise tortious acts or omissions in the performance of the work and other obligations that are the subject of this Agreement.

### **B. Limitations**

Nothing in this Agreement shall be construed to place any liability on either the Authority or the Consulting Engineer, Environmental Excellence Team, Environmental Compliance Team Manager, Construction Manager or Section Engineers for personal injury to persons or property damage arising out of the work to be performed under this Agreement by the City (whether the City acts through Zoo personnel or otherwise). Similarly, it is not the intent of this Agreement to impose upon the City or the Zoo any liability for injury to persons or property damage arising out of action or inaction of the Authority or its agents, directors, officers, employees, contractors, or consultants (other than the City), or any construction unrelated to the terms of this Agreement. Nothing herein shall be construed as a waiver of any rights which may be asserted by either party hereto, including the defense of governmental immunity or other defenses available to the parties.

## **ARTICLE VI. MISCELLANEOUS PROVISIONS**

### **A. Relationship of the Parties**

Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partnership, joint enterprise, or joint venture between the City and the Authority.

**B. Notices**

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given (i) when delivered in hand, (ii) one (1) business day after being deposited with a reputable overnight air courier service, or (iii) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and, in all events, addressed as follows:

In the case of the City:

City of Dallas  
City Hall  
1500 Marilla Street  
Dallas, Texas 75201

Attn: Teodoro J. Benavides, City Manager

With a copy to:

Director, Parks & Recreation Department  
City of Dallas  
City Hall  
1500 Marilla Street  
Dallas, Texas 75201

In the case of the Authority, if mailed:

North Texas Tollway Authority  
Attn: Executive Director  
P.O. Box 260729  
Plano, Texas 75026

With copy to: Environmental Compliance Team Manager

Or, if delivered by hand or by air courier service:

North Texas Tollway Authority  
Attn: Executive Director  
5900 West Plano Parkway, Suite 100  
Plano, Texas 75093

With copy to: Environmental Compliance Team Manager

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

**C. Successors and Assigns**

This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors. Other than as provided in the preceding sentence, neither the City nor the Authority shall assign, sublet, or transfer their respective interests in this Agreement without the prior written consent of the other party to this Agreement.

**D. Severability**

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

**E. Written Amendments**

Any change in the agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the City and the Authority.

**F. Limitations**

All covenants and obligations of the City and the Authority under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of the City or the Authority shall have any personal obligations or liability hereunder.

**G. Sole Benefit**

This Agreement is entered into for the sole benefit of the City and the Authority and their respective successors and permitted assigns. Nothing in this Agreement or in any approval

subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

## **II. Authorization**

This Agreement is entered into subject to the provisions of the City's charter and the ordinances of the City and all applicable state and federal laws and the applicable regulations of administrative agencies with jurisdiction over the subject matter of this Agreement. Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the City and the Authority, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

## **I. Venue**

The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas, and exclusive venue for any legal actions arising hereunder shall be in Dallas County, Texas.

## **J. Interpretation**

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

## **K. Waiver**

No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other or any breach



thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

**L. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no representations, understanding, or agreements relative hereto which are not fully expressed in this Agreement.

**M. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the parties.

**N. Term of Agreement**

The term of this agreement is for periodic services to be performed between May 1 and September 30 for the years 2003 through 2006.

**O. Termination**

This Agreement may be terminated by either party one-hundred eighty (180) days after delivering to the other party notice, in writing, of its intention to terminate.

**P. Effective Date**

The effective date of this Agreement shall be the date on which it is approved by the City Council of the City of Dallas.

**Q. Captions**

The captions used in this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

This Agreement is executed this 9th day of April 2003, as authorized by City Council Resolution No. 03-1209, approved by the City Council of the City of Dallas, Texas on April 9, 2003.

APPROVED AS TO FORM:

MADELEINE B. JOHNSON  
City Attorney

By: Christine Lannero C.A.  
Assistant City Attorney

CITY OF DALLAS  
a Texas municipal corporation  
Teodoro J. Benavides  
City Manager

By: Charles W. Daniels  
Name: Charles W. Daniels  
Title: Assistant City Manager

Date: 6-27-03

ATTEST:

Dawna M. Ray  
Dawna M. Ray, Secretary

PARK AND RECREATION BOARD

by: Dianne A. Curry  
Dianne A. Curry, President

Date: June 27, 2003

ATTEST:

Ruby Franklin  
Ruby Franklin  
Secretary

NORTH TEXAS TOLLWAY AUTHORITY

By: Katharine D. Nees  
Name: Katharine D. Nees, P.E.  
Title: Deputy Executive Director

Date: 6/6/03

**EXHIBIT A**  
**ENVIRONMENTAL EXCELLENCE TEAM**

## EXHIBIT A

### ENVIRONMENTAL EXCELLENCE TEAM

Position	Team Member	Consulting Firm
Team Manager	Randy Alexander	Carter & Burgess
Deputy Team Manager	Molly B. McNicoll	Carter & Burgess
Section 404/Wetlands Mitigation Specialist	Rudi K. Reinecke	
Storm Water Pollution Prevention Plan Specialist and Landfill / Hazardous Materials Specialist	Mick Brennan	Carter & Burgess
Cultural Resource Specialist	Duane E. Peter	Geo-Marine
Geo-technical Specialist	Gary Gregory	Gregory Associates
	Advisory Team Member	
Threatened & Endangered Species Specialist	Jeanette Boylan, Ph.D.	Dallas Zoo

**EXHIBIT B**

**M&S AREA FOR  
DALLAS WATER UTILITIES SEDIMENTATION  
PONDS NUMBERS 1, 2 AND 3**

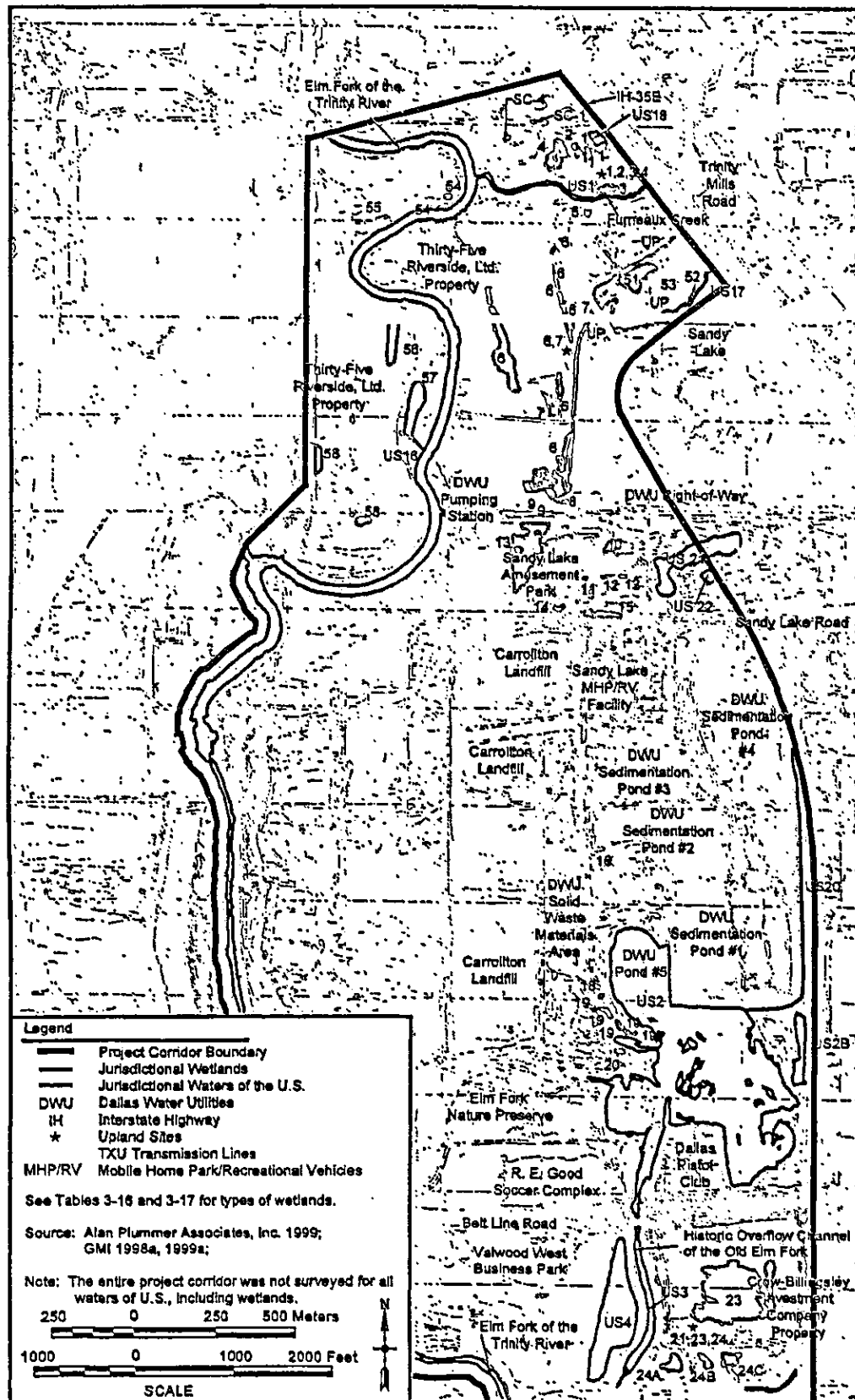


Figure 3-8. Location of Jurisdictional Waters of the U.S., including Wetlands, in Surveyed Areas of the Project Corridor, from IH-35E to South of Belt Line Road

**EXHIBIT C**

**M&S AREA  
POND NUMBER 5  
(WATER OF THE U.S.)**

**EXHIBIT C**

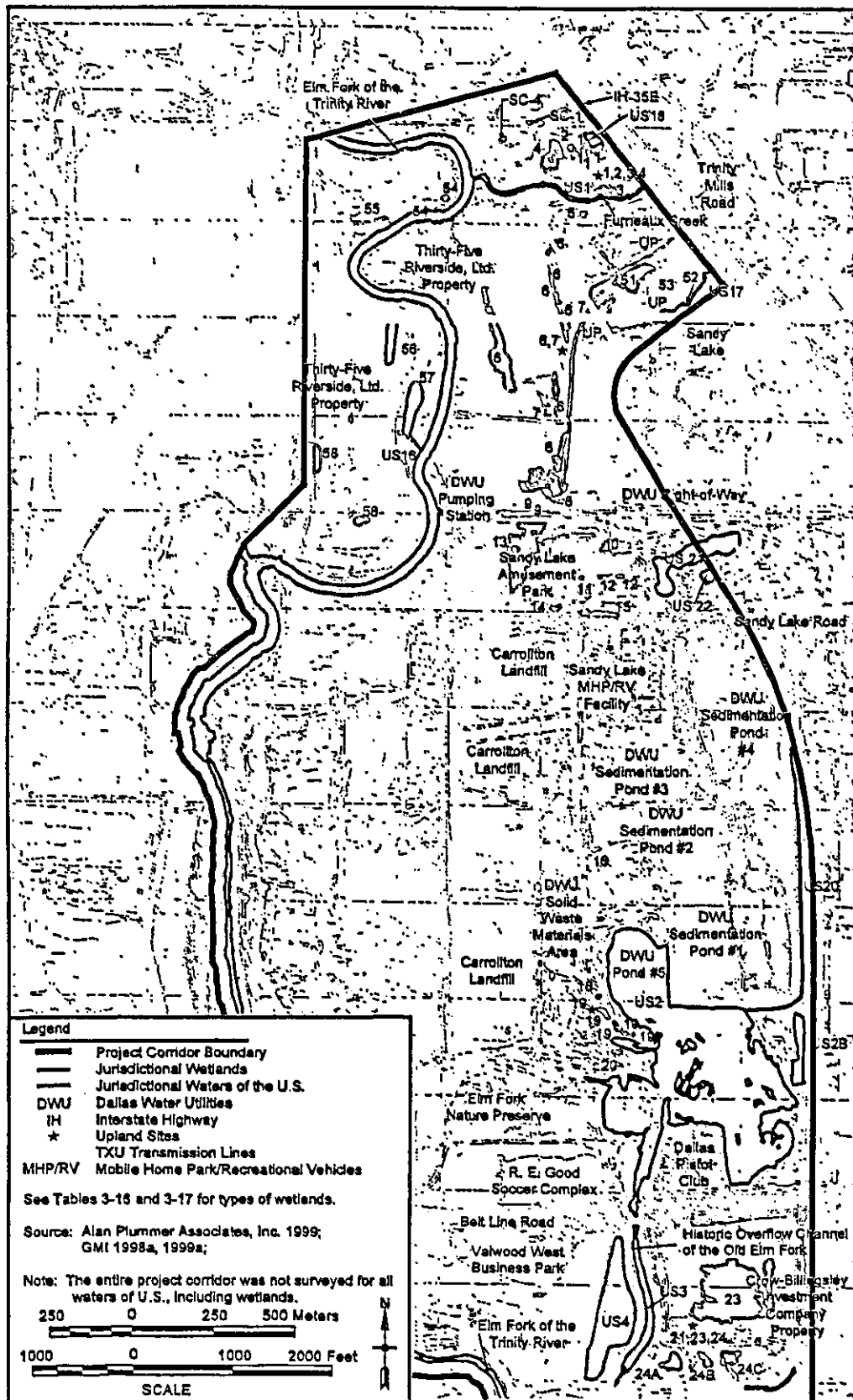


Figure 3-8. Location of Jurisdictional Waters of the U.S., including Wetlands, in Surveyed Areas of the Project Corridor, from IH-35E to South of Belt Line Road



**EXHIBIT D**  
**M&S AREA**  
**VIA CELL POND B**

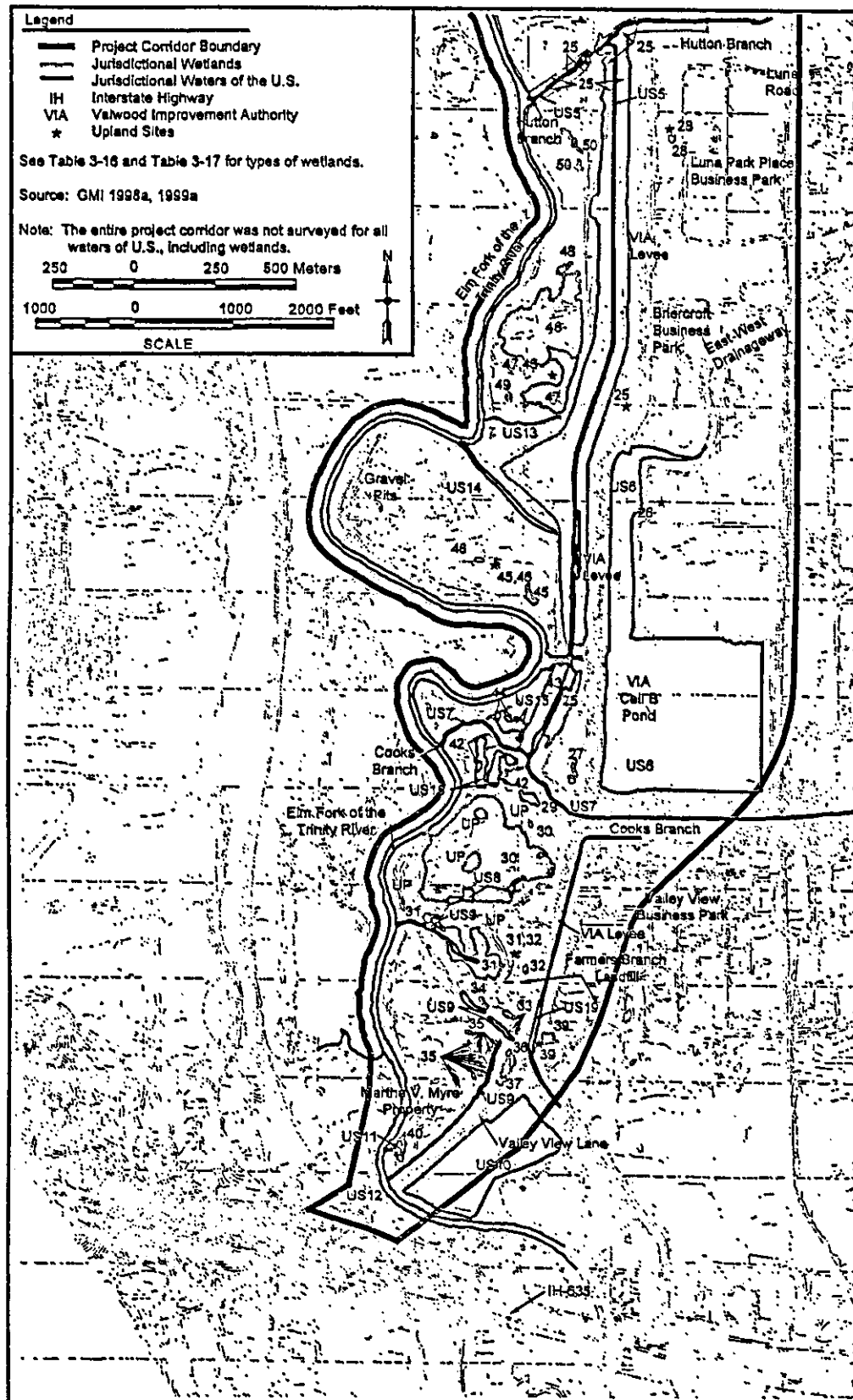


Figure 3-9. Location of Jurisdictional Waters of the U.S., including Wetlands, in Surveyed Areas of the Project Corridor, from South of Belt Line Road to IH-635

**EXHIBIT E**

**LOCATION OF HMAs**

List of Hydraulic Mitigation Areas:

WMA1A  
FRBMA1A  
OWHMA1A  
FRBMA1B  
FRBMA2A  
OWHMA2A  
WMA2A  
FRBMA2B  
OWMA2C  
FRBMA3EAST  
FRBMA3WEST  
OWHMA3  
WMA3  
FRBMA4NORTH  
FRBMA4MIDDLE  
FRBMA4SOUTH  
CELL B POND

# MAP FOR A 8.0 ACRE TRACT, WETLAND MITIGATION AREA 1A

EXHIBIT "E"

P.O.C. TEXAS POWER AND LIGHT COMPANY  
VOL. 70179, PG. 472 D.R.D.C.T.

WILLIAM-B. ROW SURVEY ABST. 1243

HUNTER FERRELL ASSOCIATES, L.P.  
VOL. 97013, PG. 3433 D.R.D.C.T.

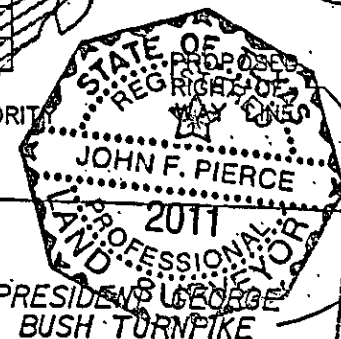
ALEX W. PERRY SURVEY ABST. 1147  
600 NAIL FND BEARS NORTH, 1.63'

CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DIST.
C1	40° 27' 19" (RT)	20.00'	14.12'	N 20° 58' 29" E	13.83'
C2	39° 24' 46" (LT)	50.00'	34.39'	S 20° 32' 50" W	33.72'

LINE	BEARING	DISTANCE
L1	N41° 12' 18" E	49.57'
L2	N77° 06' 45" E	11.79'
L3	S65° 22' 08" E	46.60'
L4	S11° 25' 22" E	13.79'
L5	S40° 15' 16" W	31.75'
L6	S00° 04' 35" W	386.88'
L7	S01° 52' 06" W	287.07'
L8	S00° 50' 23" W	227.48'
L9	S44° 55' 07" W	8.56'
L10	N50° 51' 34" W	6.56'
L11	N01° 37' 27" E	234.39'
L12	N00° 03' 36" E	300.76'

SCALE IN FEET

SCALE 1"=300'



## LEGEND

EDGE OF ASPHALT	POWER POLE
PROPERTY LINE	ANCHOR
PROPOSED ROW LINE	SR
EASEMENT LINE	TREE
CENTERLINE	LIGHT POLE
FENCE	WATER METER
OVERHEAD WIRE	FIRE HYDRANT
TRAIL LINE	WATER VALVE
SURVEY LINE	GAS METER
CONTROLLING MONUMENT	CLEAROUT

**ALEX W. PERRY SURVEY  
ABSTRACT NO. 1147**

DALLAS POWER AND LIGHT COMPANY  
VOL. 4682, PG. 421 D.R.D.C.T.

RTIFIED *John F. Pierce*  
Registered Professional Land Surveyor  
Texas No. 2011

Date: 10-25-02 - Denotes 1/2" steel rebar with yellow plastic cap marked "AZB" set, unless noted otherwise.

Note:

All Bearings are based on project coordinates for North Texas Tollway Authority Segment IV of the President George Bush Turnpike.

A Field Note description of even date herewith accompanies this plat.

COMMEDED *Carter & Burgess, Inc.*  
Carter & Burgess, Inc.  
Section Engineer

PROVED *HNTB Corporation*  
HNTB Corporation  
General Engineering Consultant

PROVED *North Texas Tollway Authority*  
North Texas Tollway Authority  
Director of Engineering

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900

Revisions

OWNER: NORTH TEXAS TOLLWAY AUTHORITY
ALEX W. PERRY SURVEY, ABSTRACT NUMBER 1147
DALLAS COUNTY, TEXAS
<b>NORTH TEXAS TOLLWAY AUTHORITY</b>
President George Bush Turnpike
MITIGATION PLAT

# MAP FOR A 9.7 ACRE TRACT, FORESTED RIPARIAN BUFFER MITIGATION AREA 1A

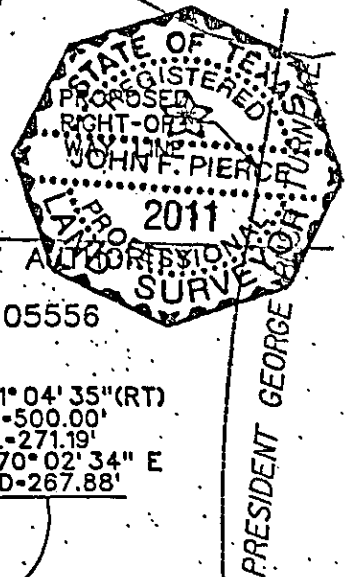
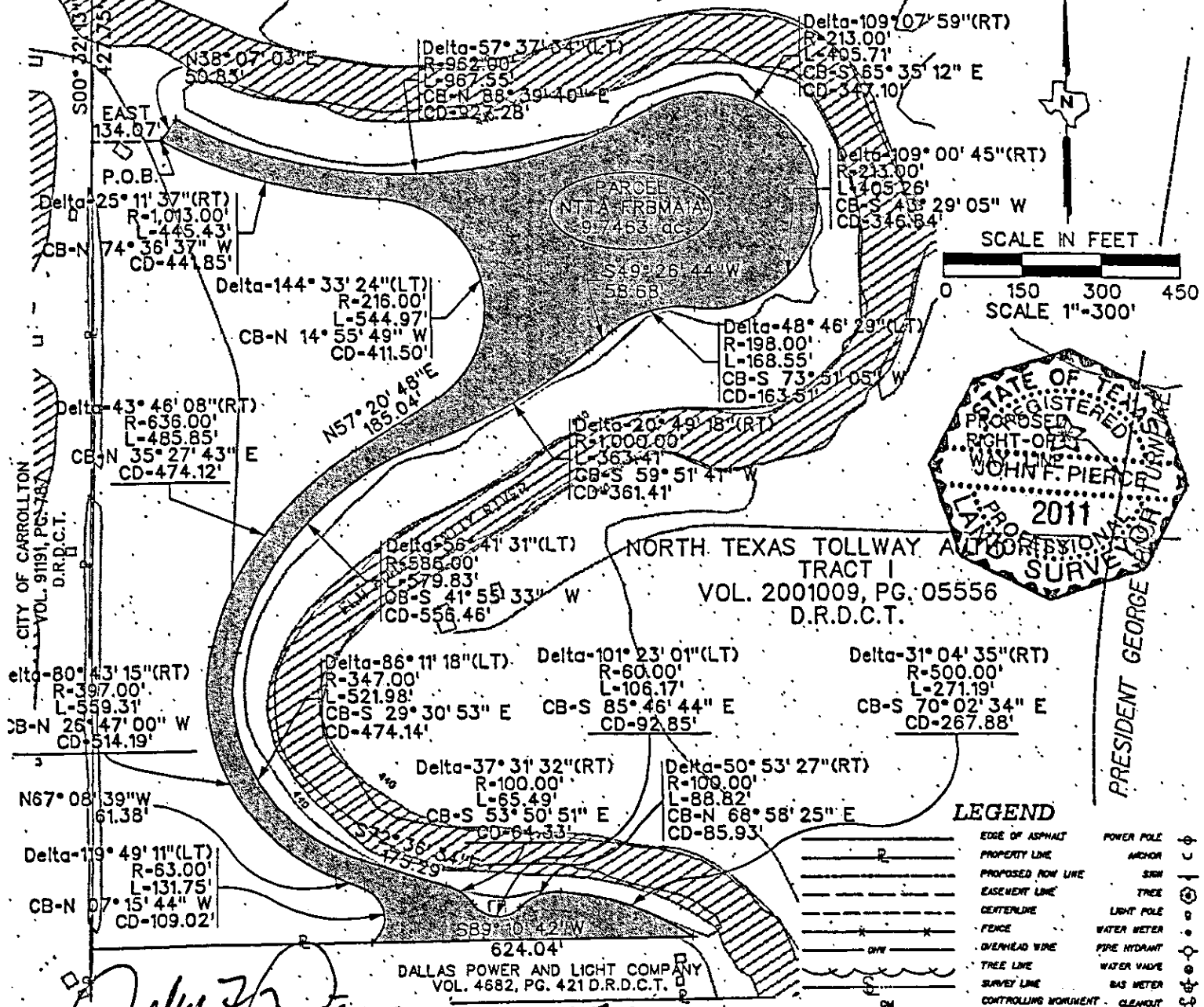
EXHIBIT "E"

P.O.C. TEXAS POWER AND LIGHT COMPANY  
VOL. 70179, PG. 472 D.R.D.C.T.

WILLIAM B. ROW SURVEY ABST. 1243  
ALEX W. PERRY SURVEY ABST. 1147  
600 NAIL FND BEARS NORTH, 151'

HUNTER FERRELL ASSOCIATES, L.P.  
VOL. 97013, PG. 3433 D.R.D.C.T.

## ALEX W. PERRY SURVEY, ABSTRACT NO. 1147



CERTIFIED *John F. Pierce*  
Registered Professional Land Surveyor  
Texas No. 2011

Date: 10-25-02

• - Denotes 1/2" steel rebar with yellow plastic cap marked "AZB" set, unless noted otherwise.

Note:

All Bearings are based on project coordinates for North Texas Tollway Authority Segment IV of the President George Bush Turnpike.

A Field Note description of even date herewith accompanies this plat.

RECOMMENDED *Carter & Burgess, Inc.*  
Section Engineer  
Date:

APPROVED *HNTB Corporation*  
General Engineering Consultant  
Date:

APPROVED *North Texas Tollway Authority*  
Director of Engineering  
Date:

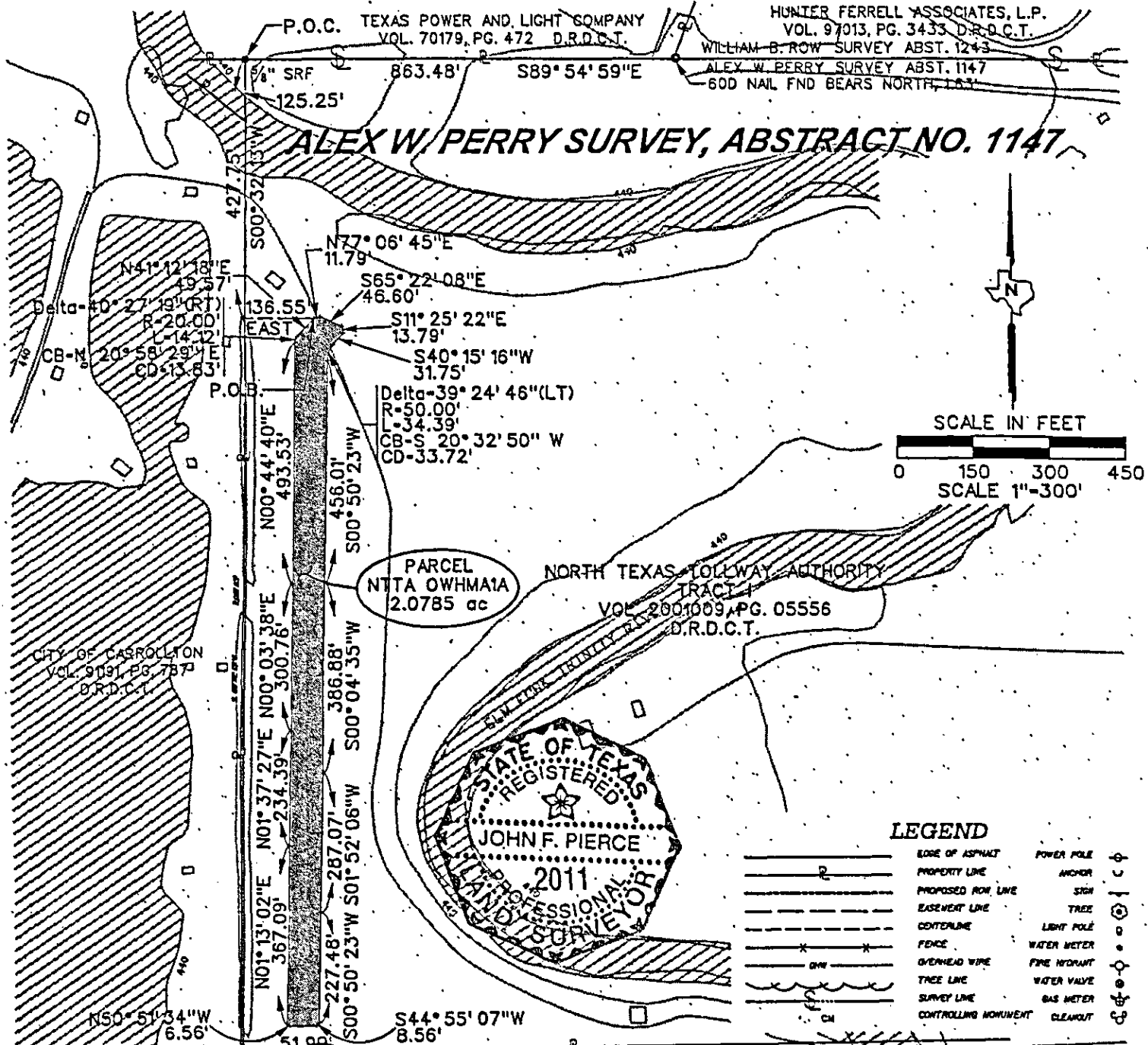
OWNER: NORTH TEXAS TOLLWAY AUTHORITY  
ALEX W. PERRY SURVEY, ABSTRACT NUMBER 1147  
DALLAS COUNTY, TEXAS

NORTH TEXAS TOLLWAY AUTHORITY  
President George Bush Turnpike  
MITIGATION PLAT

ARRONDONO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900

MAP FOR A 2.0785 ACRE TRACT,  
OPEN WATER HABITAT MITIGATION AREA

EXHIBIT "E"



**CERTIFIED** *John F. Pierce* Date: 10-25-02 - Denotes 1/2" steel rebar with yellow plastic cap marked "AZB" set, unless noted otherwise.

Registered Professional Land Surveyor  
Texas No. 2011

**RECOMMENDED** Date: \_\_\_\_\_  
Carter & Burgess, Inc.  
Section Engineer

**APPROVED** Date: \_\_\_\_\_  
HNTB Corporation  
General Engineering Consultant

**APPROVED** Date: \_\_\_\_\_  
North Texas Tollway Authority  
Director of Engineering

**Note:**

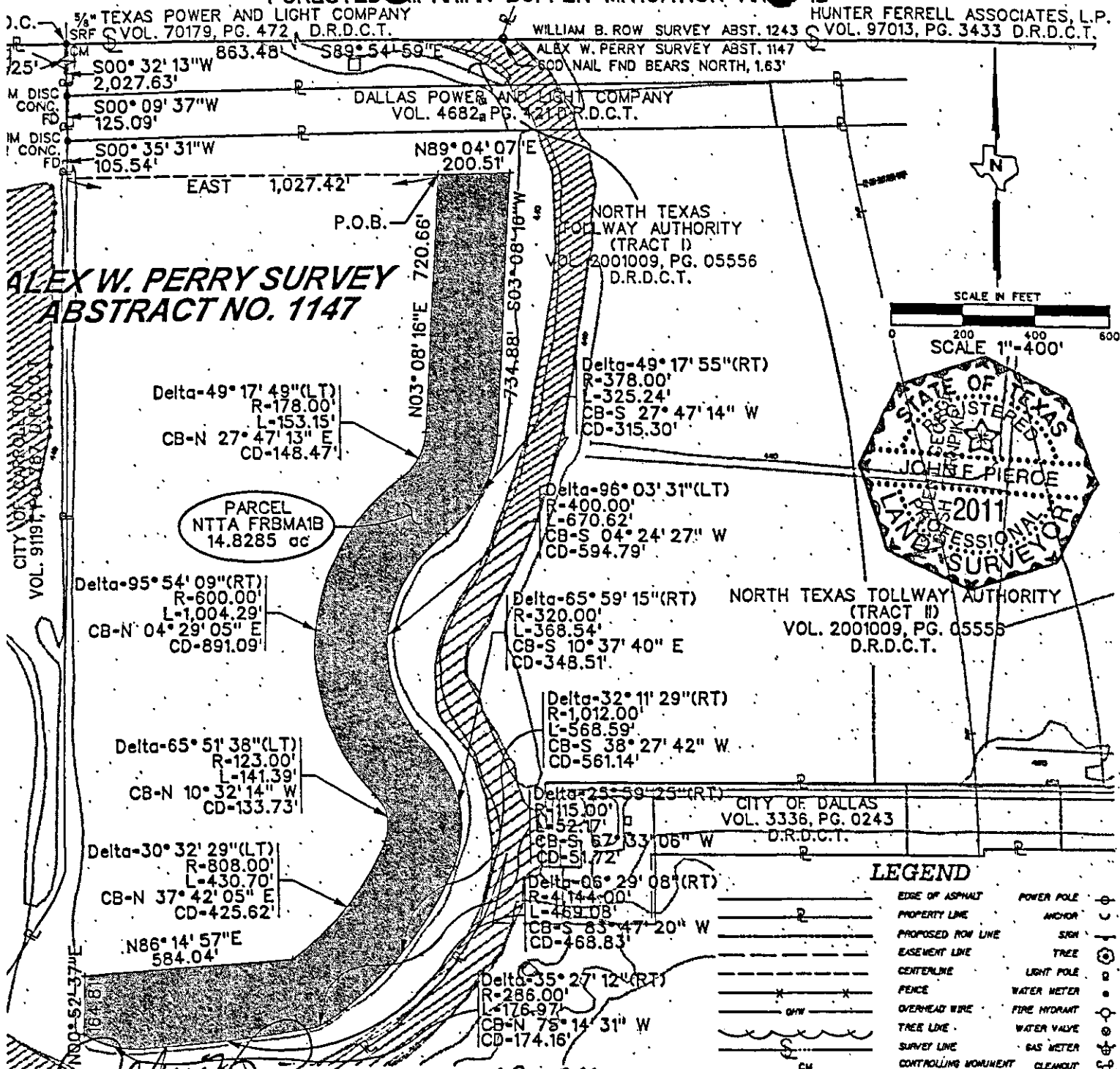
All Bearings are based on project coordinates for North Texas Tollway Authority Segment IV of the President George Bush Turnpike.

A Field Note description of even date herewith accompanies this plat.

ARREDONDO, ZEPEDA & BRUNZ, INC. 11355 McCREE ROAD DALLAS, TEXAS 75238 (214) 341-9900		<b>OWNER:</b> NORTH TEXAS TOLLWAY AUTHORITY ALEX W. PERRY SURVEY, ABSTRACT NUMBER 1147 DALLAS COUNTY, TEXAS <b>NORTH TEXAS TOLLWAY AUTHORITY</b> President George Bush Turnpike MITIGATION PLAT	
DRAWN BY - JSB APP'D BY - JFP DATE: OCTOBER 23, 2002 SCALE: 1" = 300' PARCEL NO.	NTTA OWHMAIA STRIPED FILE#		

# MAP FOR A 14.8 ACRE TRACT, FORESTED RIPARIAN BUFFER MITIGATION, ABSTRACT NO. 1147

EXHIBIT "E"



CERTIFIED *John F. Pierce* Date: 10-25-02  
Registered Professional Land Surveyor  
Texas No. 2011

COMMENDED  
Carter & Burgess, Inc.  
Section Engineer

PROVED  
HNTB Corporation  
General Engineering Consultant

PROVED  
North Texas Tollway Authority  
Director of Engineering

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900

Revisions

OWNER: NORTH TEXAS TOLLWAY AUTHORITY  
ALEX W. PERRY SURVEY, ABSTRACT NUMBER 1147  
DALLAS COUNTY, TEXAS

NORTH TEXAS TOLLWAY AUTHORITY  
President George Bush Turnpike  
MITIGATION PLAT

MAP FOR A 3.9 ACRE TRACT,  
FORESTED RIPARIAN BUFFER MITIGATION AREA 2A

EXHIBIT "E"

TEXAS POWER AND  
LIGHT COMPANY  
VOL. 70179, PG. 472  
D.R.D.C.T.

HUNTER, FERRELL ASSOCIATES, L.P.  
VOL. 97913, PG. 3433  
D.R.D.C.T.

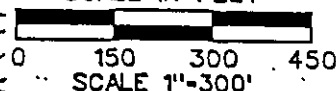
WILLIAM B. ROW SURVEY ABST. 1243  
ALEX W. PERRY SURVEY ABST. 1147

600 NAIL FND BEARS NORTH, 1.63'  
S 89° 54' 59" E  
863.48'

**ALEX W. PERRY SURVEY  
ABSTRACT NO. 1147**

PROPOSED  
RIGHT-OF-  
WAY LINE

SCALE IN FEET



CITY OF CARROLLTON  
VOL. 91191, PG. 787  
D.R.D.C.T.

Delta-133° 27' 06" (RT)  
R-40.00'  
L-93.17'

CB-N 78° 55' 07" E  
CD-73.49'

Delta-21° 22' 27" (LT)  
R-450.00'  
L-167.87'

CB-S 45° 02' 48" E  
CD-166.90'

Delta-15° 21' 47" (LT)  
R-495.00'  
L-132.73'

CB-N 19° 52' 44" E  
CD-132.33'

Delta-60° 22' 47" (LT)  
R-232.00'  
L-244.49'

CB-S 85° 55' 26" E  
CD-233.33'

Delta-60° 26' 01" (LT)  
R-576.00'  
L-607.54'

CB-N 57° 48' 38" E  
CD-579.77'

S 15° 58' 29" W  
33.45'

Delta-07° 31' 19" (RT)  
R-370.00'  
L-48.58'

CB-S 76° 38' 12" W  
CD-48.54'

Delta-105° 38' 49" (RT)  
R-90.00'  
L-165.95'

CB-N 85° 10' 10" E  
CD-143.42'

Delta-34° 00' 21" (LT)  
R-1590.00'  
L-943.69'

CB-S 63° 15' 41" W  
CD-929.90'

Delta-63° 26' 24" (LT)  
R-156.00'  
L-172.73'

CB-S 14° 32' 18" W  
CD-164.04'

Delta-22° 02' 26" (LT)  
R-450.00'  
L-173.11'

CB-S 28° 12' 06" E  
CD-172.04'

Delta-13° 51' 30" (RT)  
R-537.00'  
L-129.89'

CB-S 32° 17' 34" E  
CD-129.57'

Delta-30° 49' 25" (LT)  
R-736.00'  
L-495.95'

CB-N 31° 59' 07" W  
CD-391.19'

ALUM. DISC  
IN CONC. FD.

N 89° 10' 42" E  
1027.42'

101.37' S 89° 10' 42" W

NORTH TEXAS  
TOLLWAY AUTHORITY JOHN F. PIERCE  
(TRACT D)  
VOL. 2001009, PG. 0536  
D.R.D.C.T.

**LEGEND**

EDGE OF ASPHALT	POWER POLE
PROPERTY LINE	ANCHOR
PROPOSED ROW LINE	SIGN
EASEMENT LINE	TRAIL
CENTERLINE	LIGHT POLE
FENCE	WATER METER
OVERHEAD WIRE	PIPE MIDPOINT
TRAIL LINE	WATER VALVE
SURVEY LINE	GAS METER
CONTROLLING MONUMENT	CLEANOUT

RTIFIED *John F. Pierce*  
Registered Professional Land Surveyor  
Texas No. 2011

Date: 10.25.02

- Denotes 1/2" steel rebar with yellow plastic cap  
marked "AZB" set, unless noted otherwise.

Note:

All Bearings are based on project coordinates for  
North Texas Tollway Authority Segment IV of the  
President George Bush Turnpike.

A Field Note description of even date herewith  
accompanies this plat.

COMMEDED *Carter & Burgess, Inc.*  
Carter & Burgess, Inc.  
Section Engineer

PROVED *HNTB Corporation*  
HNTB Corporation  
General Engineering Consultant

PROVED *North Texas Tollway Authority*  
North Texas Tollway Authority  
Director of Engineering

OWNER: NORTH TEXAS TOLLWAY AUTHORITY  
ALEX W. PERRY, ABSTRACT NUMBER 1147  
DALLAS COUNTY, TEXAS

**NORTH TEXAS TOLLWAY AUTHORITY**  
President George Bush Turnpike  
MITIGATION PLAT

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900

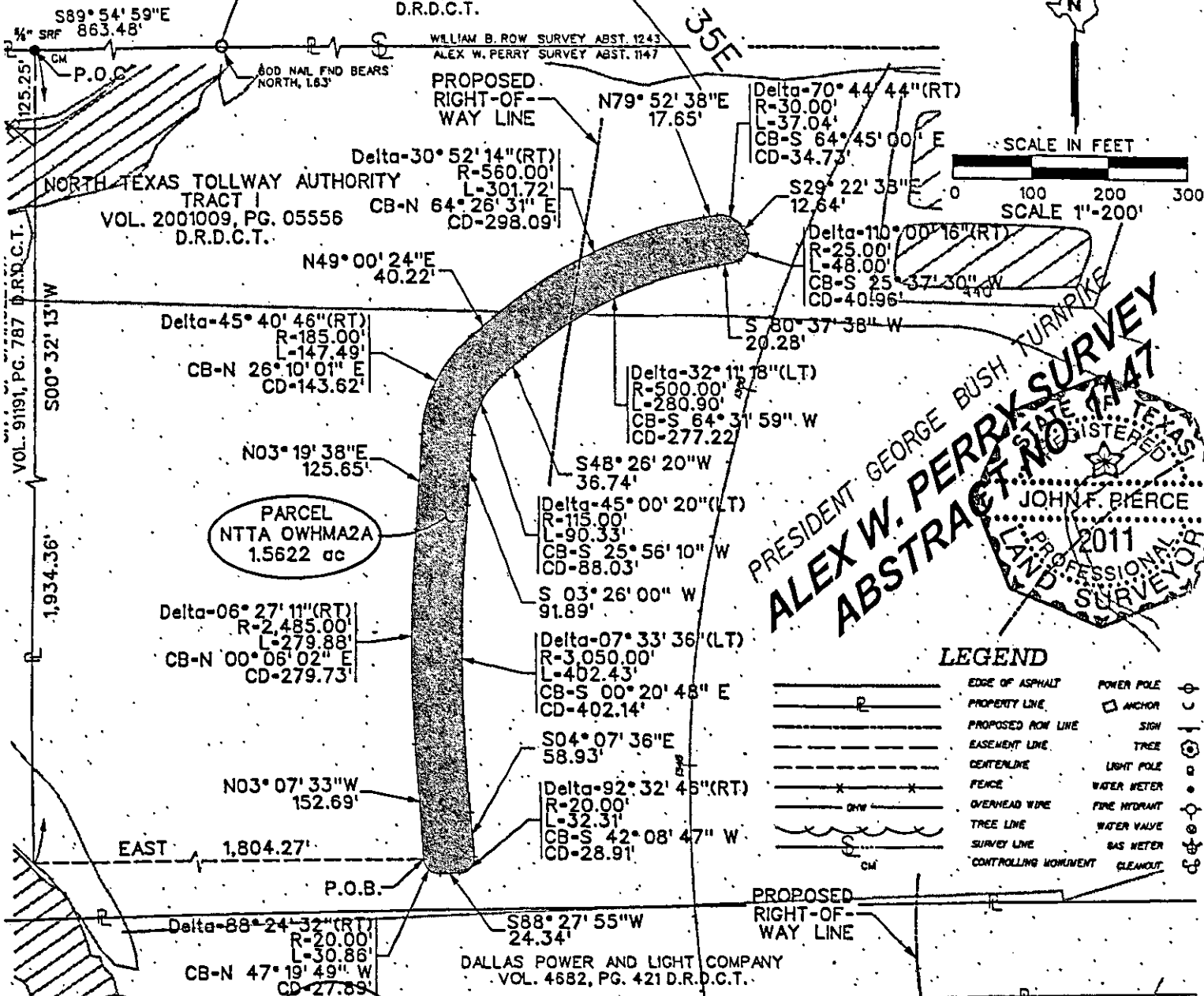


# FOR A 1.6 ACRE TRACT, OPEN WATER HABITAT MITIGATION AREA 2A

EXHIBIT "E"

TEXAS POWER AND  
LIGHT COMPANY  
VOL. 70179, PG. 472  
D.R.D.C.T.

HUNTER FERRELL  
ASSOCIATES, L.P.  
VOL. 97013, PG. 3433  
D.R.D.C.T.



CERTIFIED  
Registered Professional Land Surveyor  
Texas No. 2011

Date: 10-21-02 - Denotes 1/2" steel rebar with yellow plastic cap marked "AZB" set, unless noted otherwise.

Note:

All Bearings are based on project coordinates for North Texas Tollway Authority Segment IV of the President George Bush Turnpike.

A Field Note description of even date herewith accompanies this plat.

COMMITTED  
Carter & Burgess, Inc.  
Section Engineer

PROVED  
HNTB Corporation  
General Engineering Consultant

PROVED  
North Texas Tollway Authority  
Director of Engineering

OWNER: NORTH TEXAS TOLLWAY AUTHORITY  
ALEX W. PERRY SURVEY, ABSTRACT NUMBER 1147  
DALLAS COUNTY, TEXAS

**NORTH TEXAS TOLLWAY AUTHORITY**  
President George Bush Turnpike  
MITIGATION PLAT

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900

# MAP FOR A 10.4 ACRE TRACT, WILAND MITIGATION AREA 2A

EXHIBIT "E"

TEXAS POWER AND LIGHT COMPANY  
VOL. 70179, PG. 472  
D.R.D.C.T.

HUNTER FERRELL ASSOCIATES, L.P.  
VOL. 97013, PG. 3433 D.R.D.C.T.

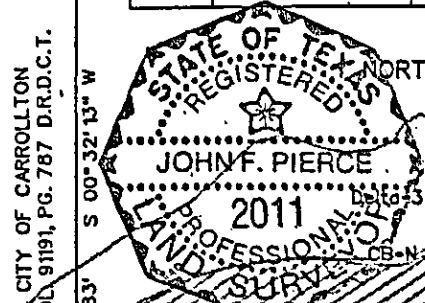
WILLIAM B. ROW SURVEY ABST. 1243  
ALEX W. PERRY SURVEY ABST. 1147

CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DIST.
C1	39° 21' 53" (LT)	160.00'	316.04'	S 69° 46' 39" W	309.86'
C2	48° 13' 22" (LT)	109.00'	87.94'	S 26° 59' 02" W	85.57'
C3	07° 44' 47" (LT)	2,798.00'	378.50'	S 00° 00' 02" E	378.01'
C4	88° 24' 32" (RT)	20.00'	30.86'	N 47° 19' 49" W	27.89'
C5	92° 32' 46" (RT)	20.00'	32.31'	S 42° 08' 47" W	28.91'
C6	07° 33' 36" (LT)	3,050.00'	402.43'	S 00° 20' 48" E	402.14'
C7	45° 00' 20" (LT)	115.00'	90.33'	S 25° 56' 10" W	88.03'
C8	32° 11' 18" (LT)	500.00'	298.90'	S 64° 31' 59" W	277.22'

SCALE IN FEET

0 150 300 450  
SCALE 1"=300'

CITY OF CARROLLTON  
VOL. 9191, PG. 787 D.R.D.C.T.



NORTH TEXAS TOLLWAY AUTHORITY  
TRACT 1  
VOL. 2001009, PG. 05556  
D.R.D.C.T.

PRESIDENT GEORGE BUSH TURNPIKE

ALEX W. PERRY SURVEY  
ABSTRACT NO. 1147

## LEGEND

EDGE OF ASPHALT	POWER POLE
PROPERTY LINE	ANCHOR
PROPOSED ROW LINE	SIGN
EASEMENT LINE	TREE
CENTERLINE	LIGHT POLE
FENCE	WATER METER
OVERHEAD WIRE	FIRE HYDRANT
TREE LINE	WATER VALVE
SURVEY LINE	GAS METER
CONTROLLING MONUMENT	CLEANOUT

Note: - Denotes 1/2" steel rebar with yellow plastic cap marked "AZB" set, unless noted otherwise.

Note:

All Bearings are based on project coordinates for North Texas Tollway Authority Segment IV of the President George Bush Turnpike.

A Field Note Description of even date herewith accompanies this plat.

CERTIFIED *John F. Pierce* Date: 10-18-02  
Registered Professional Land Surveyor  
Texas No. 2011

RECOMMENDED  
Carter & Burgess, Inc.  
Section Engineer

APPROVED  
HNTB Corporation  
General Engineering Consultant

APPROVED  
North Texas Tollway Authority  
Director of Engineering

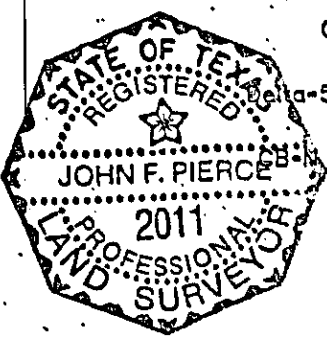
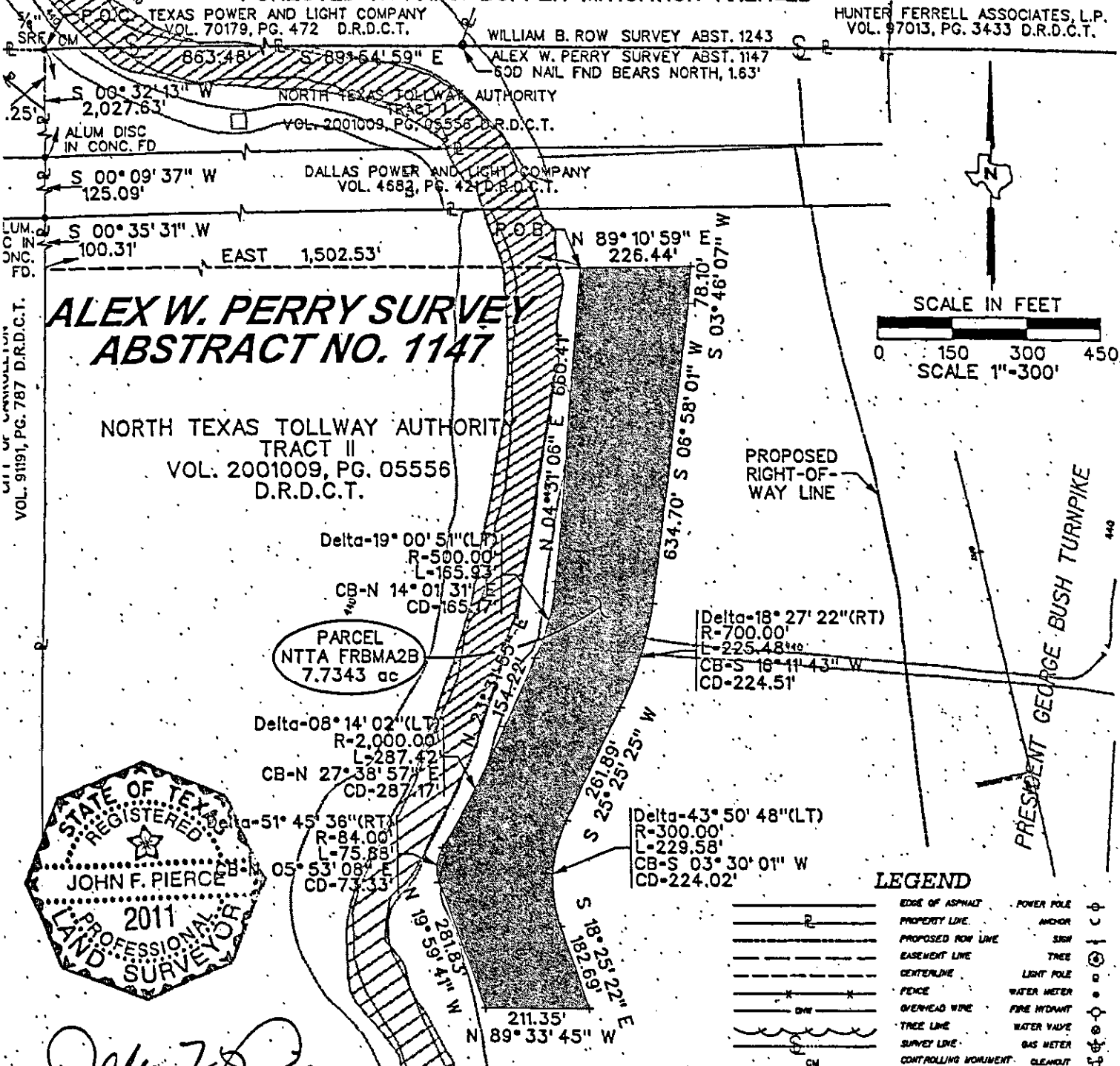
ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900

DALLAS COUNTY, TEXAS  
NORTH TEXAS TOLLWAY AUTHORITY  
President George Bush Turnpike  
MITIGATION PLAT

IN BY - JSB APPV'D BY - JFP DATE: OCTOBER 18, 2002 SCALE: 1" = 300' PARCEL NO. NTTA WMA2A

MAP FOR A 7.7 ACRE TRACT,  
FORESTED HARIAN BUFFER MITIGATION AREA 2B

EXHIBIT "E"



**RTIFIED** *John F. Pierce* Date: **10-21-02**  
Registered Professional Land Surveyor  
Texas No. 2011

**COMMEDED** Date: \_\_\_\_\_  
Carter & Burgess, Inc.  
Section Engineer

**PROVED** Date: \_\_\_\_\_  
HNTB Corporation  
General Engineering Consultant

**PROVED** Date: \_\_\_\_\_  
North Texas Tollway Authority  
Director of Engineering

- Denotes 1/2" steel rebar with yellow plastic cap marked "AZB" set, unless noted otherwise.

Note:

All Bearings are based on project coordinates for North Texas Tollway Authority Segment IV of the President George Bush Turnpike.

A Field Note description of even date herewith accompanies this plat.

**OWNER: NORTH TEXAS TOLLWAY AUTHORITY**  
**ALEX W. PERRY SURVEY, ABSTRACT NUMBER 1147**  
**DALLAS COUNTY, TEXAS**

**NORTH TEXAS TOLLWAY AUTHORITY**  
**President George Bush Turnpike**  
**MITIGATION PLAT**

**ARRONDONO, ZEPEDA & BRUNZ, INC.**  
**11355 MCCREE ROAD**  
**DALLAS, TEXAS 75238 (214) 341-9900**

**Revisions**

**N BY - JSB APPY'D BY - JFP DATE: OCTOBER 21, 2002 SCALE: 1" = 300' PARCEL NO. NTTA FRBMA2B**

# MAP FOR A 1.5 ACRE TRACT, OPEN WATER HABITAT MITIGATION AREA 2C

EXHIBIT

TEXAS POWER AND  
LIGHT COMPANY  
VOL. 70179, PG. 472  
D.R.D.C.T.

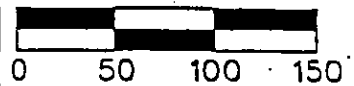
HUNTER FERRELL ASSOCIATES, L.P.  
VOL. 97013, PG. 3433 D.R.D.C.T.

WILLIAM B. ROW SURVEY ABST. 1243  
ALEX W. PERRY SURVEY ABST. 1147

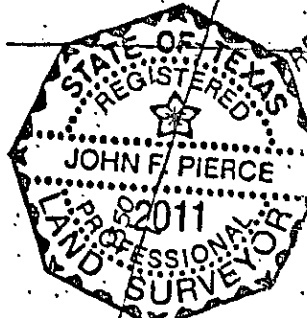
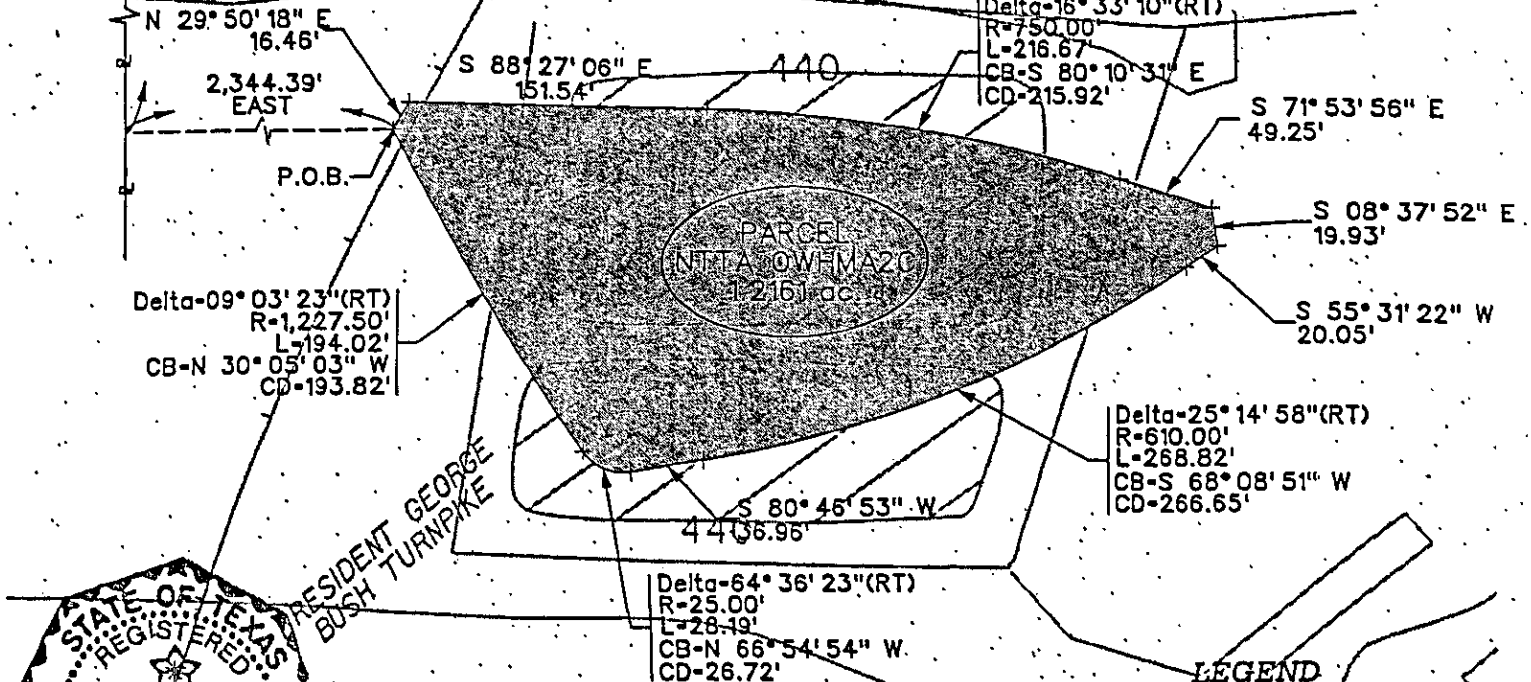
P.O.C. CM  
5/8" SRF  
125.25'  
979.74'  
00° 32' 13" W  
863.48'  
S 89° 54' 59" E  
600 NAIL FND BEARS  
NORTH, 1.63'

## ALEX W. PERRY SURVEY ABSTRACT NO. 1147

SCALE IN FEET

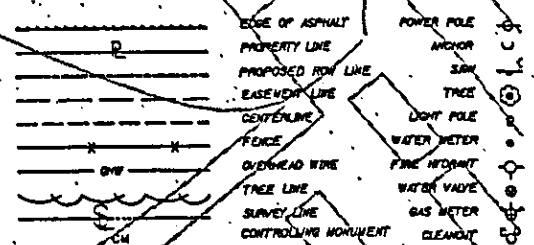


SCALE 1"=100'



NORTH TEXAS TOLLWAY AUTHORITY  
TRACT I  
VOL. 2001009, PG. 05556  
D.R.D.C.T.

### LEGEND



CERTIFIED *John F. Pierce* Registered Professional Land Surveyor  
Texas No. 2011

Date: 10-21-02

• - Denotes 1/2" steel rebar with yellow plastic cap marked "AZB" set, unless noted otherwise.

Note:

All Bearings are based on project coordinates for North Texas Tollway Authority Segment IV of the President George Bush Turnpike.

A Field Note description of even date herewith accompanies this plat.

RECOMMENDED *Carter & Burgess, Inc.* Date: Section Engineer

PROVED *HNTB Corporation* Date: General Engineering Consultant

APPROVED *North Texas Tollway Authority* Date: Director of Engineering

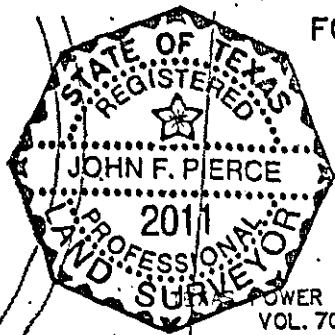
OWNER: NORTH TEXAS TOLLWAY AUTHORITY  
ALEX W. PERRY SURVEY, ABSTRACT NUMBER 1147  
DALLAS COUNTY, TEXAS

NORTH TEXAS TOLLWAY AUTHORITY  
President George Bush Turnpike  
MITIGATION PLAT

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900

Revisions

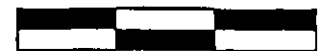
EXHIBIT "E"



HUNTER FERRELL ASSOCIATES, L.P.  
VOL. 97013, PG. 3433  
D.R.D.C.T.

Delta-26° 23' 38" (RT)  
R-50.00'  
L-23.03'  
CB-S 76° 36' 57" E  
CD-22.83'

SCALE IN FEET



SCALE 1"=100'

### LEGEND

ERTIFIED \_\_\_\_\_  
Registered Professional Land Surveyor  
Texas No. 2011

Date: 10-21-02 • - Denotes 1/2" steel rebar with yellow plastic cap marked "AZB" set, unless noted otherwise.

## Notes

RECOMMENDED  
Carter & Burgess, Inc.  
Section Engineer

APPROVED \_\_\_\_\_  
HNTB Corporation  
General Engineering Consultant

APPROVED \_\_\_\_\_  
North Texas Tollway Authority  
Director of Engineering

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900

All Bearings are based on project coordinates for North Texas Tollway Authority Segment IV of the President George Bush Turnpike.

A Field Note description of even date herewith  
accompanies this plat.

OWNER:	NORTH TEXAS TOLLWAY AUTHORITY
	ALEX W. PERRY SURVEY, ABSTRACT NUMBER 1147
	DALLAS COUNTY, TEXAS

**NORTH TEXAS TOLLWAY AUTHORITY**  
President George Bush Turnpike  
MITIGATION PLAN

OWN BY -	JSB	APPV'D BY -	JFP	DATE: OCTOBER 21, 2002	SCALE :	1" = 100'	PARCEL NO.	NTTA FRBMAJSEAST
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MAP FOR A 1.7 ACRE TRACT,  
FORESTED RIPARIAN BUFFER MITIGATION AREA 3 WEST

TEXAS POWER AND LIGHT COMPANY  
VOL. 70179, PG. 472 D.R.D.C.T.

HUNTER-FERRELL ASSOCIATES, L.P.  
VOL. 97013, PG. 3433 D.R.D.C.T.

O.C.

CM  
5/8" SRF

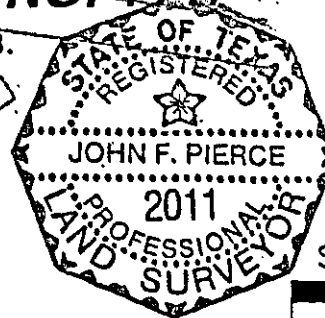
863.48' S 89° 54' 59" E

60D NAIL FND BEARS NORTH, 1.63'

**ALEX W. PERRY SURVEY**  
**ABSTRACT NO. 1147**

EAST 1,650.89'

P.O.B.



SCALE IN FEET

0 50 100 150  
SCALE 1"=100'

Delta-115° 17' 51" (RT)  
R-176.00'  
L-354.17'  
CB-N 01° 02' 57" W  
CD-297.36'

NORTH TEXAS TOLLWAY AUTHORITY  
TRACT I  
VOL. 2001009, PG. 05556  
D.R.D.C.T.

Delta-94° 59' 37" (LT)  
R-50.00'  
L-82.90'  
CB-N 11° 12' 03" W  
CD-73.72'

Delta-177° 06' 47" (RT)  
R-13.00'  
L-40.19'  
CB-N 52° 15' 39" W  
CD-25.99'

**LEGEND**

EDGE OF ASPHALT  
PROPERTY LINE  
PROPOSED ROW LINE  
EASEMENT LINE  
CENTERLINE  
FENCE  
OVERHEAD WIRE  
TREE LINE  
SURVEY LINE  
CONTROLLING MONUMENT

POWER POLE  
ANCHOR  
SIGN  
TREE  
LIGHT POLE  
WATER METER  
FIRE HYDRANT  
WATER VALVE  
LESS METER  
CLEANOUT

Delta-114° 00' 30" (LT)  
R-50.00'  
L-99.49'  
CB-N 83° 48' 49" W  
CD-83.87'

Delta-24° 21' 48" (LT)  
R-276.00'  
L-117.36'  
CB-N 38° 43' 09" W  
CD-116.48'

Delta-24° 05' 29" (RT)  
R-266.00'  
L-111.85'  
CB-N 38° 51' 19" W  
CD-111.02'

REGISTERED  
John F. Pierce  
Registered Professional Land Surveyor  
Texas No. 2011

Date: 10-25-02

Note: • Denotes 1/2" steel rebar with yellow plastic cap marked "AZB" set, unless noted otherwise.

Note:

All Bearings are based on project coordinates for North Texas Tollway Authority Segment IV of the President George Bush Turnpike.

A Field Note description of even date herewith accompanies this plat.

RECOMMENDED  
Carter & Burgess, Inc.  
Section Engineer

PROVED  
HNTB Corporation  
General Engineering Consultant

PROVED  
North Texas Tollway Authority  
Director of Engineering

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900

Revisions

OWNER: NORTH TEXAS TOLLWAY AUTHORITY  
ALEX W. PERRY, ABSTRACT NUMBER 1147  
DALLAS COUNTY, TEXAS

**NORTH TEXAS TOLLWAY AUTHORITY**  
President George Bush Turnpike  
MITIGATION PLAT

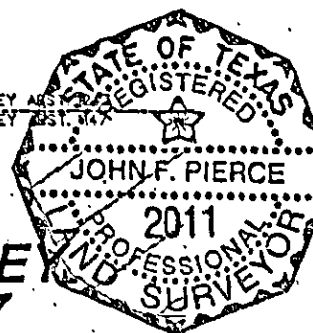


FOR A 1.5 ACRE TRACT,  
OPEN WATER HABITAT MITIGATION AREA 3

TEXAS POWER AND  
LIGHT COMPANY  
VOL. 70179, PG. 472  
D.R.D.C.T.

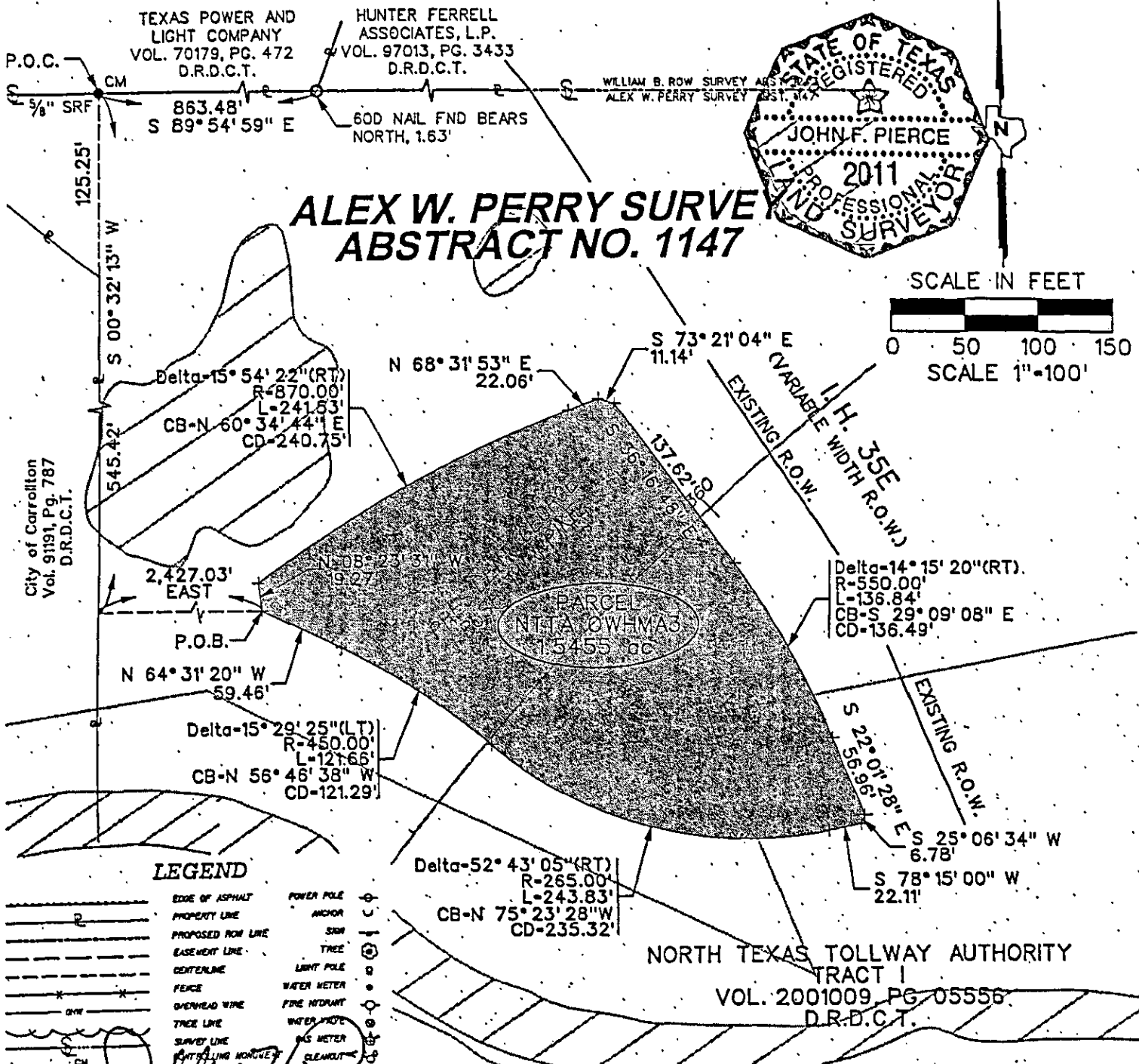
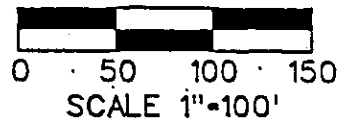
HUNTER FERRELL  
ASSOCIATES, L.P.  
VOL. 97013, PG. 3433  
D.R.D.C.T.

WILLIAM B. ROW SURVEY  
ALEX W. PERRY SURVEY



**ALEX W. PERRY SURVEY  
ABSTRACT NO. 1147**

SCALE IN FEET



## LEGEND

EDGE OF ASPHALT  
PROPERTY LINE  
PROPOSED ROW LINE  
EASEMENT LINE  
CENTERLINE  
FENCE  
OVERHEAD WIRE  
TREE LINE  
SURVEY LINE  
ENTRILLING MONUMENT

POWER POLE  
ANCHOR  
SIGN  
TREE  
LIGHT POLE  
WATER METER  
FIRE HYDRANT  
WATER POLE  
GAS METER  
CLEANOUT

CERTIFIED: John F. Pierce Date: 10-21-02  
Registered Professional Land Surveyor  
Texas No. 2011

RECOMMENDED: \_\_\_\_\_ Date: \_\_\_\_\_  
Carter & Burgess, Inc.  
Section Engineer

APPROVED: \_\_\_\_\_ Date: \_\_\_\_\_  
HNTB Corporation  
General Engineering Consultant

APPROVED: \_\_\_\_\_ Date: \_\_\_\_\_  
North Texas Tollway Authority  
Director of Engineering

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900

Revisions		

NORTH TEXAS TOLLWAY AUTHORITY  
TRACT I  
VOL. 2001009 PG. 05556  
D.R.D.C.T.

Note: - Denotes 1/2" steel rebar with yellow plastic cap marked "AZB" set, unless noted otherwise.

Note:

All Bearings are based on project coordinates for North Texas Tollway Authority Segment IV of the President George Bush Turnpike.

A Field Note description of even date herewith accompanies this plat.

OWNER: NORTH TEXAS TOLLWAY AUTHORITY  
ALEX W. PERRY SURVEY, ABSTRACT NUMBER 1147  
DALLAS COUNTY, TEXAS

**NORTH TEXAS TOLLWAY AUTHORITY**  
President George Bush Turnpike  
MITIGATION PLAT

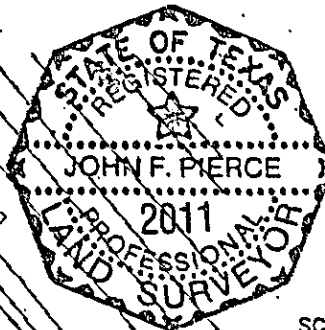
MAP FOR A 4.0 ACRE TRACT,  
WETLAND MITIGATION AREA 3

EXHIBIT "E"

**WILLIAM B. ROW SURVEY  
ABSTRACT NO. 1243**

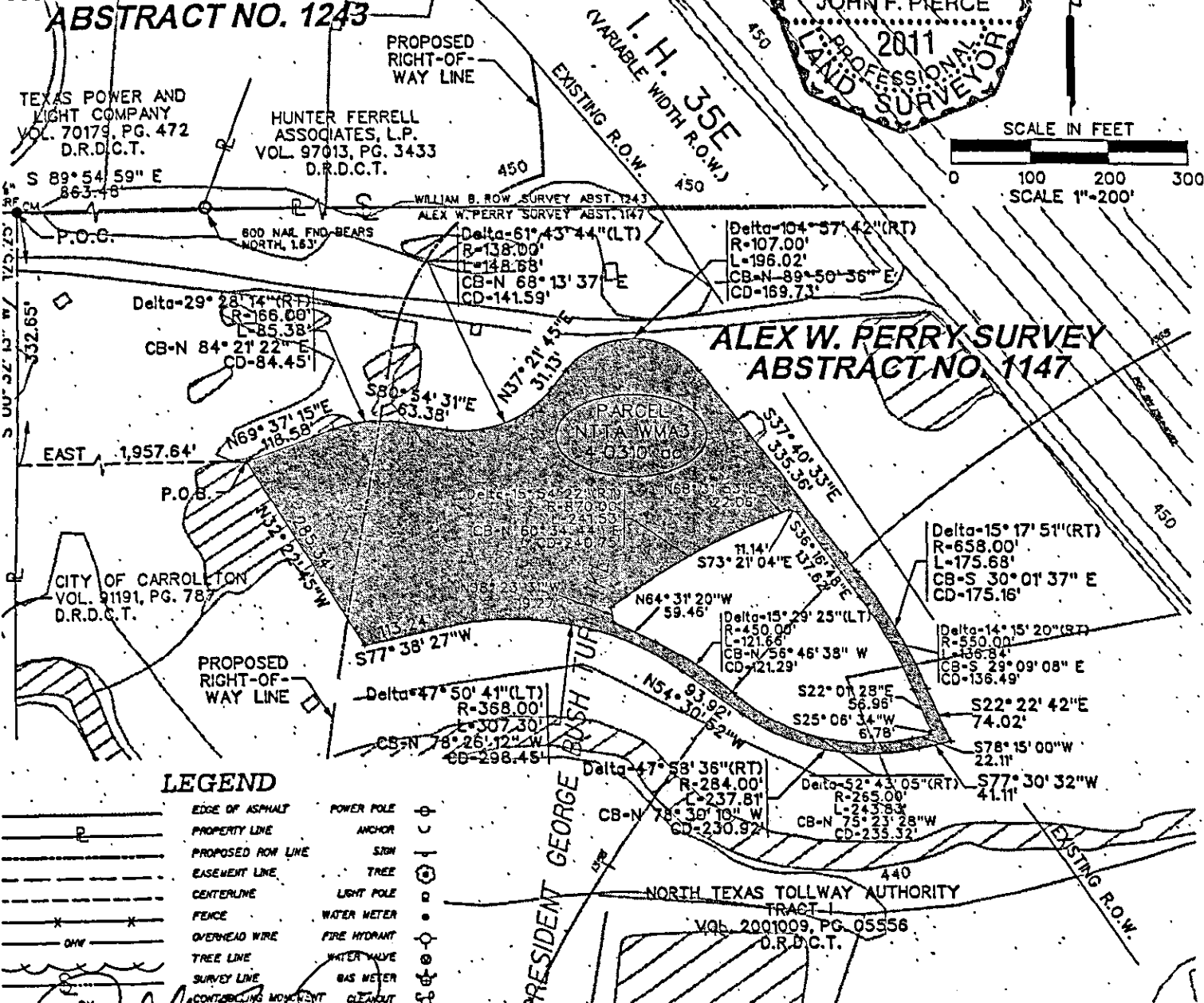
TEXAS POWER AND  
LIGHT COMPANY  
VOL. 70179, PG. 472  
D.R.D.C.T.

HUNTER FERRELL  
ASSOCIATES, L.P.  
VOL. 97013, PG. 3433  
D.R.D.C.T.



SCALE IN FEET

0 100 200 300  
SCALE 1"=200'



RTIFIED *John F. Pierce*  
Registered Professional Land Surveyor  
Texas No. 2011

Date: 10-21-02

• - Denotes 1/2" steel rebar with yellow plastic cap marked "AZB" set, unless noted otherwise.

Note:

All Bearings are based on project coordinates for North Texas Tollway Authority Segment IV of the President George Bush Turnpike.

A Field Note description of even date herewith accompanies this plat.

COMMEDED *Carter & Burgess, Inc.*  
Carter & Burgess, Inc.  
Section Engineer

PROVED *HNTB Corporation*  
HNTB Corporation  
General Engineering Consultant

PROVED *North Texas Tollway Authority*  
North Texas Tollway Authority  
Director of Engineering

OWNER: NORTH TEXAS TOLLWAY AUTHORITY  
ALEX W. PERRY SURVEY, ABSTRACT NUMBER 1147  
DALLAS COUNTY, TEXAS

**NORTH TEXAS TOLLWAY AUTHORITY**  
President George Bush Turnpike  
MITIGATION PLAT

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900



EXHIBIT "E"

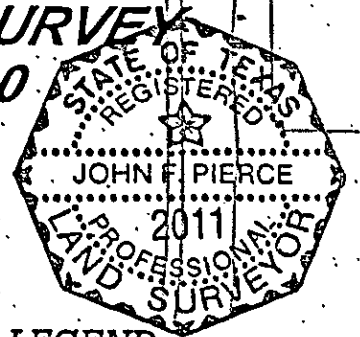
WILLIAM MASTERS SURVEY ABST. 925.  
JAMES ARMSTRONG SURVEY ABST. 30

Delta-36° 18' 55" (RT)  
R-435.00'  
L-275.7'  
CB-S 38° 13' 14" W  
CD-271.12'











Delta-57° 13' 14" (LT)  
R-580.00'  
L-579.24'  
CB-S/ 27° 46' 04" W  
CD-555.46'

**JAMES ARMSTRONG SURVEY**  
**ABSTRACT NO. 30**

FARMERS BRANCH - CARROLLTON  
FLOOD CONTROL DISTRICT  
VOL. 83235, PG. 4533 D.R.D.C.T.  
(NOW KNOWN AS VALWOOD  
IMPROVEMENT AUTHORITY  
BY HOUSE BILL NO. 3088 ON  
JUNE 14, 1989)



### LEGEND

EDGE OF ASPHALT	POWER POLE	
PROPERTY LINE	ANCHOR	
PROPOSED ROW LINE	SIGN	
EASEMENT LINE	TREE	
CENTERLINE	LIGHT POLE	
FENCE	WATER METER	
OVERHEAD WIRE	FIRE HYDRANT	
TREE LINE	WATER VALVE	
SURVEY LINE	GAS METER	
CONTROLLING MONUMENT	CLEANOUT	

Delta-51° 54' 48" (RT)  
R-150.00'  
L-135.91'  
CB-S 25° 06' 52" W  
CD-131.31'

P.O.C.

NORTH TEXAS  
TOLLWAY AUTHORITY  
VOL. 99023, PG. 02421  
D.R.D.C.T

Remainder Of  
WALLACE M. SKINNER  
and JAMES E. CARR  
VOL. 76237, PG. 1585  
D.R.D.C.T.

NORTH TEXAS  
TOLLWAY AUTHORITY  
VOL. 99623, PG. 02408  
D.R.D.C.T.

Date: 10-07-02 - Denotes 1/2" steel rebar with yellow plastic cap marked "AZB" set, unless noted otherwise.

**Note:**

All Bearings are based on project coordinates for North Texas Tollway Authority Segment IV of the President George Bush Turnpike.

A Legal Description of even date herewith  
accompanies this plat.

COMMEDED \_\_\_\_\_ Date: \_\_\_\_\_  
Hultt Zollars, Inc.  
Section Engineer.

PROVED \_\_\_\_\_ Date: \_\_\_\_\_  
HNTB Corporation  
General Engineering Consultant

PROVED \_\_\_\_\_ Date: \_\_\_\_\_  
North Texas Tollway Authority  
Director of Engineering

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 McCREE ROAD  
LAS. TEXAS 75238 (214) 341-9900

OWNER: VALWOOD IMPROVEMENT AUTHORITY
W. MASTERS SVY, A-925 & J. ARMSTRONG SVY, A-30
DALLAS COUNTY, TEXAS

**NORTH TEXAS TOLLWAY AUTHORITY**  
President George Bush Turnpike  
MITIGATION PLAN

IN BY -	JSB	APP'D BY -	JFP	DATE:	OCTOBER 07, 2002	SCALE:	1" = 300'	PARCEL NO.	NTTA FRBMA 4-NORTH	Sht 1 of 2
---------	-----	------------	-----	-------	------------------	--------	-----------	------------	--------------------	------------

ORIPPOB 37113

MAP FOR A 18.8 ACRE TRACT,  
FORESTED RIVERIAN BUFFER MITIGATION AREA NORTH

EXHIBIT "E"

**VILLIAM MASTERS SURVEY  
ABSTRACT NO. 925**

Delta-49° 31' 18" (RT)  
R-200.00'  
L-172.86'  
CB-N 25° 46' 06" E  
CD-167.53'

Delta-32° 39' 18" (RT)  
R-520.00'  
L-296.37'  
CD-N 15° 19' 12" W  
CD-292.37'

PARCEL  
NTTA FRBMA 4-NORTH  
18.7577 ac

Delta-23° 07' 34" (RT)  
R-2,320.00'  
L-936.41'  
CB-S 08° 30' 00" W  
CD-930.07'

Delta-24° 58' 47" (RT)  
R-250.00'  
L-108.99'  
CB-N 20° 18' 38" E  
CD-108.13'

Delta-45° 07' 12" (LT)  
R-235.00'  
L-185.06'  
CB-N 30° 22' 50" E  
CD-180.32'

Delta-61° 57' 11" (LT)  
R-120.00'  
L-60.75'  
CB-N 19° 34' 01" W  
CD-123.53'

FARMERS BRANCH - CARROLLTON  
FLOOD CONTROL DISTRICT  
(NOW KNOWN AS VALWOOD  
IMPROVEMENT AUTHORITY  
BY HOUSE BILL NO. 3088 ON  
JUNE 14, 1989)

FINAL JUDGMENT UNDER  
CAUSE NO. GC-83-2840-E STYLED  
FARMERS BRANCH-CARROLLTON  
FLOOD CONTROL DISTRICT  
VERSUS  
MARY JANE MAYFIELD AND  
LUCY FIELD BELKNAP

**LEGEND**

EDGE OF ASPHALT	POWER POLE
PROPERTY LINE	ANCHOR
PROPOSED ROW LINE	SIGN
EASEMENT LINE	TREE
CENTERLINE	LIGHT POLE
FENCE	WATER METER
OVERHEAD WIRE	FIRE HYDRANT
TREE LINE	WATER VALVE
SURVEY LINE	GAS METER
CONTROLLING MONUMENT	CLEANOUT

SCALE IN FEET  
0 150 300 450  
SCALE 1"=300'



CERTIFIED John F. Pierce Date: 10-07-02  
Registered Professional Land Surveyor  
Texas No. 2011

RECOMMENDED \_\_\_\_\_ Date: \_\_\_\_\_  
Huitt Zollars, Inc.  
Section Engineer

APPROVED \_\_\_\_\_ Date: \_\_\_\_\_  
HNTB Corporation  
General Engineering Consultant

APPROVED \_\_\_\_\_ Date: \_\_\_\_\_  
North Texas Tollway Authority  
Director of Engineering

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900

OWNER: VALWOOD IMPROVEMENT AUTHORITY  
W. MASTERS SVY, A-795 & J. ARMSTRONG SVY, A-30  
DALLAS COUNTY, TEXAS

**NORTH TEXAS TOLLWAY AUTHORITY**  
President George Bush Turnpike  
MITIGATION PLAT

# MAP FOR A 1.1 ACRE TRACT, FORESTED MARIAN BUFFER MITIGATION AREA - MIDDLE

EXHIBIT "E"

Delta-95° 35' 01" (RT)  
R-50.00'  
L-83.41'  
CB-N 64° 45' 22" E  
CD-74.07'

STATE OF TEXAS  
REGISTERED  
JOHN F. PIERCE  
2011  
PROFESSIONAL  
SURVEYOR  
JAMES ARMSTRONG SURVEY  
ABSTRACT NO. 30

FARMERS BRANCH - CARROLLTON  
FLOOD CONTROL DISTRICT  
VOL. 88166, PG. 0359 D.R.D.C.T.  
(NOW KNOWN AS VALWOOD  
IMPROVEMENT AUTHORITY  
BY HOUSE BILL NO. 3088 ON  
JUNE 14, 1989)

PARCEL  
NTTA FRMA 4-MIDDLE  
10975 ac



SCALE IN FEET



SCALE 1"=60'

N 16° 57' 52" E  
284.46'

S 67° 27' 07" E  
78.62'

S 39° 40' 48" E  
228.18'

N 81° 49' 38" W  
65.40'

S 88° 55' 31" W  
29.82'

Delta-58° 40' 36" (LT)  
R-300.00'  
L-307.23'  
CD-S 68° 50' 04" W  
CD-293.98'

P.O.B. NORTH  
1,257.32'

2,157.12' WEST

1/2" SRF W/  
HALFF CAP

NORTH TEXAS  
TOLLWAY AUTHORITY  
VOL. 99023, PG. 02421  
D.R.D.C.T.

NORTH TEXAS  
TOLLWAY AUTHORITY  
VOL. 99023, PG. 02408  
D.R.D.C.T.

## LEGEND

EDGE OF ASPHALT	POWER POLE	ANCHOR
PROPERTY LINE	ANCHOR	ANCHOR
PROPOSED ROW LINE	SEW	SEW
EASEMENT LINE	TRUCK	TRUCK
CENTERLINE	LIGHT POLE	LIGHT POLE
PERCE	WATER METER	WATER METER
OVERHEAD WIRE	FIRE METER	FIRE METER
TRUCK LINE	WATER VALVE	WATER VALVE
SEW LINE	GAS METER	GAS METER
OVERHEAD WIRE	CLEAROUT	CLEAROUT

Remainder Of  
WALLACE M. SKINNER  
and JAMES E. CARR  
VOL. 76237, PG. 1585  
D.R.D.C.T.

P.O.C.

CERTIFIED  
Registered Professional Land Surveyor  
Texas No. 2011

Date: 10-07-02

Denotes 1/2" steel rebar with yellow plastic cap  
marked "AZB" set, unless noted otherwise.

## Note:

All Bearings are based on project coordinates for  
North Texas Tollway Authority Segment IV of the  
President George Bush Turnpike.

A Legal Description of even date herewith  
accompanies this plat.

RECOMMENDED  
Huitt Zollars, Inc.  
Section Engineer

APPROVED  
HNTB Corporation  
General Engineering Consultant

APPROVED  
North Texas Tollway Authority  
Director of Engineering

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900

Revisions		

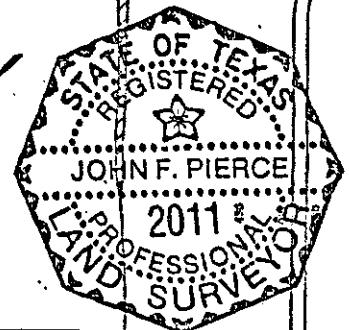
OWNER: VALWOOD IMPROVEMENT AUTHORITY  
JAMES ARMSTRONG SURVEY, ABSTRACT NUMBER 30  
DALLAS COUNTY, TEXAS

NORTH TEXAS TOLLWAY AUTHORITY  
President George Bush Turnpike  
MITIGATION PLAT

MAP FOR A 6.8 ACRE TRACT,  
FORESTED RIPARIAN BUFFER MITIGATION AREA SOUTH

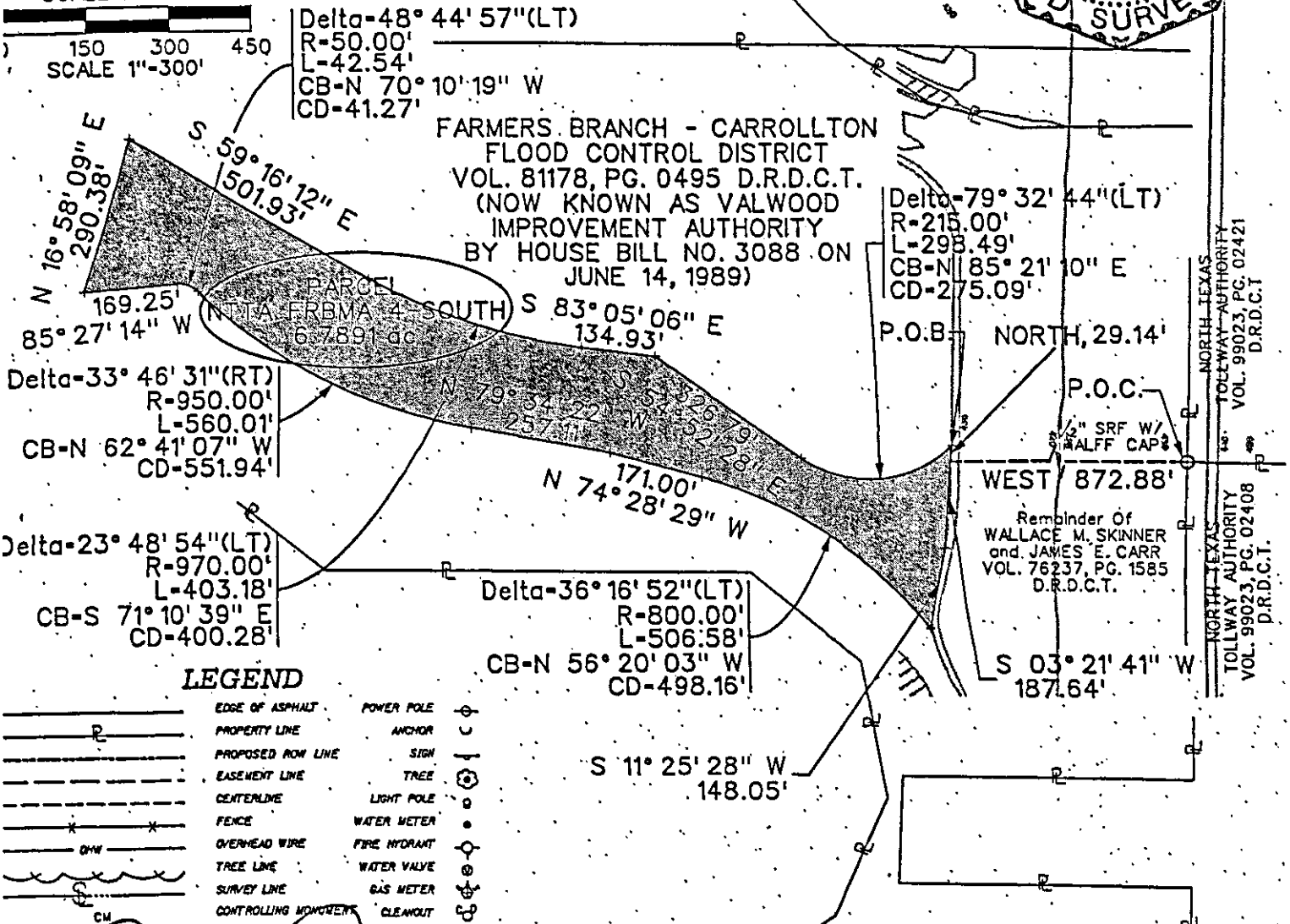
EXHIBIT

# JAMES ARMSTRONG SURVEY ABSTRACT NO. 30



SCALE IN FEET

150 300 450  
SCALE 1"=300'



## LEGEND

EDGE OF ASPHALT	POWER POLE	ANCHOR
PROPERTY LINE	SIGN	TREE
PROPOSED ROW LINE	LIGHT POLE	WATER METER
EASEMENT LINE	WATER METER	FIRE HYDRANT
CENTERLINE	WATER VALVE	GAS METER
FENCE	WATER VALVE	GAS METER
OVERHEAD WIRE	WATER VALVE	GAS METER
TREE LINE	WATER VALVE	GAS METER
SURVEY LINE	WATER VALVE	GAS METER
CONTROLLING MONUMENT	WATER VALVE	GAS METER

RTIFIED John F. Pierce Date: 100702  
Registered Professional Land Surveyor  
Texas No. 2011

COMMEDED Huitt Zollars, Inc. Date: \_\_\_\_\_  
Section Engineer

PROVED HNTB Corporation Date: \_\_\_\_\_  
General Engineering Consultant

PROVED North Texas Tollway Authority Date: \_\_\_\_\_  
Director of Engineering

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900

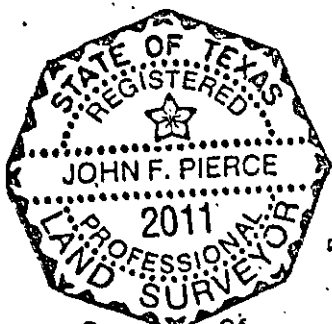
Revisions

OWNER: VALWOOD IMPROVEMENT AUTHORITY  
JAMES ARMSTRONG SURVEY, ABSTRACT NUMBER 30  
DALLAS COUNTY, TEXAS

NORTH TEXAS TOLLWAY AUTHORITY  
President George Bush Turnpike  
MITIGATION PLAT

MAP FOR A 12.1 ACRE TRACT,  
OPEN WATER HABITAT MITIGATION AREA  
VALWOOD IMPROVEMENT AUTHORITY CELL B POND

EXHIBIT "E"



Remainder Of  
BAPTIST FOUNDATION  
OF TEXAS  
VOL. 799, PG. 72  
D.R.D.C.T.

LUNA ROAD 1994, LTD.  
VOL. 94144, PG. 3229  
D.R.D.C.T.

HUTTON BRANCH

JAMES ARMSTRONG SURVEY  
ABSTRACT NO. 30

SCALE IN FEET  
0 150 300 450  
SCALE 1"=300'

LEGEND

	EDGE OF ASPHALT		POWER POLE
	PROPERTY LINE		ANCHOR
	PROPOSED ROW LINE		SIGN
	EASEMENT LINE		TREE
	CENTERLINE		LIGHT POLE
	FENCE		WATER METER
	OVERHEAD WIRE		FIRE HYDRANT
	TREE LINE		WATER VALVE
	SURVEY LINE		GAS METER
	CONTROLLING MONUMENT		CLEANOUT

PRESIDENT GEORGE BUSH TURNPIKE

Remainder Of  
WALLACE M. SKINNER  
and JAMES E. CARR  
VOL. 76237, PG. 1585  
D.R.D.C.T.

Remainder Of  
L.E.W. SKINNER  
VOL. 4529, PG. 123  
D.R.D.C.T.

FARMERS BRANCH - CARROLLTON  
FLOOD CONTROL DISTRICT  
VOL. 76237, PG. 1544 D.R.D.C.T.

CERTIFIED  
Registered Professional Land Surveyor  
Texas No. 2011

RECOMMENDED  
Hultt Zollars, Inc.  
Section Engineer

PROVED  
HNTB Corporation  
General Engineering Consultant

PROVED  
North Texas Tollway Authority  
Director of Engineering

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900

Revisions	

NORTH TEXAS TOLLWAY AUTHORITY  
VOL. 99023, PG. 02408 D.R.D.C.T.  
(NTTA 25-2)

WILLIAM H. PULLIAM SURVEY  
ABSTRACT NO. 1171

LUNA INVESTORS, INC.  
VOL. 86250, PG. 2859 D.R.D.C.T.

(NOW KNOWN AS VALWOOD IMPROVEMENT  
AUTHORITY BY HOUSE BILL NO. 3088 ON  
JUNE 14, 1989)

Note: - Denotes 1/2" steel rebar with yellow plastic cap  
marked "AZB" set, unless noted otherwise.

Note:

All Bearings are based on project coordinates for  
North Texas Tollway Authority Segment IV of the  
President George Bush Turnpike.

A Legal Description of even date herewith  
accompanies this plat.

OWNER: NORTH TEXAS TOLLWAY AUTHORITY & VALWOOD IMPROVEMENT AUTHORITY  
JAMES ARMSTRONG SURVEY, ABST. 30 & WILLIAM H. PULLIAM SURVEY, ABST. 1171  
DALLAS COUNTY, TEXAS

NORTH TEXAS TOLLWAY AUTHORITY  
President George Bush Turnpike  
MITIGATION PLAT

DATE: OCTOBER 07, 2002 SCALE: 1" = 300' PARCEL NO. NTTA CELL B POND

## EXHIBIT F

### ACKNOWLEDGMENT OF SITE SPECIFIC HAZARD TRAINING

I, \_\_\_\_\_, hereby acknowledge that prior to my entering the construction area for the President George Bush Turnpike Segment IV (the "Site") I have received construction and safety training in the following areas:

1. Moving Equipment: Seatbelts must be worn while operating a vehicle on the Site. Persons on the Site must be alert and remain clear of moving equipment. Persons on the Site must make sure that the operator of moving equipment knows other people are nearby. Persons on the Site must be aware of specific traffic or driving hazards associated with the Site or any portion of it. Vehicles and people are not to be placed in front of or behind mobile equipment.
2. Traffic Pattern: Traffic pattern at the Site is right hand unless posted otherwise.
3. Right-of-Way: All heavy equipment always has the right-of-way.
4. Moving Machinery: Persons on the Site must be alert and remain clear of moving machinery. Persons on the Site shall not work on or around machinery that is moving, or has not been properly stopped, blocked or secured to make it safe from movement.
5. Personal Protective Equipment: Appropriate personal protective equipment shall be worn while on the Site. This includes a hard hat, safety or steel toed shoes or boots, and safety glasses at all time. Hearing protection, life jackets, and respiratory equipment may be required in certain areas.
6. Fire Hazards: All no smoking signs in areas where flammables are stored or present must be obeyed. Persons on the Site shall avoid areas where welding or other fire hazards exist. Persons on the Site shall be aware of the locations of fire

extinguishers and other fire fighting equipment in each work area.

7. Weather: All necessary precautions will be taken during extreme weather conditions including, extreme heat, storms, and high winds.
8. Other Potential Hazards: The Site includes wetlands, swamps, and water bodies which may have shifting sands, quick sands, or other unstable footing. Persons on the Site shall be aware of the terrain in which they are working.

I have read this acknowledgment and understand it. I understand that I am responsible for my own acts and conduct while on the Site. I understand that the Authority will be held harmless from any and all liability, loss or expense, associated with any negligent or intentionally wrongful conduct by me while I am on the Site.

---

Signature

---

Typed Name

---

Date

April 9, 2003

**NORTH TEXAS TOLLWAY AUTHORITY AND CITY OF DALLAS AGREEMENT FOR  
ZOO PERSONNEL TO SURVEY ENDANGERED SPECIES AT GEORGE BUSH  
TURNPIKE**

**WHEREAS**, the City Charter provides for the Park and Recreation Board to grant contracts and agreements within park facilities with such terms and conditions as it shall deem proper; and

**WHEREAS**, the City Charter requires that the City Council shall approve any contract which exceeds one year in duration; and

**WHEREAS**, the City of Dallas is the owner of a public facility committed to the conservation of wildlife for future generations known as the Dallas Zoo; and

**WHEREAS**, Dallas Zoo personnel have particular expertise in the skills required to survey and monitor the presence of the Endangered Species, Interior Least Tern, *Sterna Antillarum*; and

**WHEREAS**, the North Texas Tollway Authority ("NTTA"), in consultation with the United States Department of the Interior, United States Fish and Wildlife Service, has determined that this endangered bird species may nest or otherwise be present at or near the planned route of the NTTA's President George Bush Turnpike, Segment IV, Turnpike Project; and

**WHEREAS**, the NTTA has requested the Dallas Zoo to provide certain services for performing and monitoring for the presence of the endangered Interior Least Tern at their Turnpike Project, beginning May 2003 and continuing through the species' 2003 breeding season, and resuming again for the species' 2004, 2005, and 2006 breeding seasons.

**WHEREAS**, the NTTA will provide a donation to the Dallas Zoological Society's Conservation Fund in the amount of \$4,500.00 in year 2003 and \$3,000 for years 2004 through 2006. This money will be utilized to purchase equipment and supplies for this project. Now Therefore,

**BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That services by Dallas Zoo staff to perform surveys and monitoring will be provided to the NTTA beginning May 2003 and continue during the Terns' breeding season (ending no later than 30 September 2003) and continuing during the breeding seasons of 2004, 2005, and 2006.

APPROVED \_\_\_\_\_  
HEAD OF DEPARTMENT

APPROVED \_\_\_\_\_  
CITY CONTROLLER

APPROVED \_\_\_\_\_  
CITY MANAGER



April 9, 2003

**NORTH TEXAS TOLLWAY AUTHORITY AND CITY OF DALLAS AGREEMENT FOR  
ZOO PERSONNEL TO SURVEY ENDANGERED SPECIES AT GEORGE BUSH  
TURNPIKE - PAGE 2**

**SECTION 2.** That the NTTA will make additional payments of \$10,000 annually for a four year term from 2003 through 2006, to the Dallas Zoo Education Trust Fund to offset salaries and overhead costs associated with this project.

**SECTION 3.** That the City Controller be and is hereby authorized to receive and deposit funds from this agreement in Fund 0358, Agency PKR, Org 6841, Revenue Source 8411.

**SECTION 4.** That the President of the Park and Recreation Board and the City Manager be authorized to execute the contracts after approval as to form by the City Attorney.

**SECTION 5.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY  
CITY COUNCIL

APR 09 2003

  
City Secretary

APPROVED

HEAD OF DEPARTMENT

APPROVED

CITY CONTROLLER

APPROVED

CITY MANAGER