

**INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE TOWN OF HIGHLAND PARK
REGARDING IMPROVEMENTS
AND LANDSCAPE ENHANCEMENTS
AT THE MOCKINGBIRD LANE AND
DALLAS NORTH TOLLWAY/ROLAND AVENUE INTERSECTION**

THIS INTERLOCAL AGREEMENT (this “**Agreement**”), by and between the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and a political subdivision of the State of Texas, acting by and through the its Board of Directors (hereinafter identified as the “**Authority**”), and the **TOWN OF HIGHLAND PARK**, a home rule municipality and Texas municipal corporation, acting by and through its duly elected Town Council (hereinafter identified as the “**Town**”) is to be effective as of the 21st day of July, 2010.

R E C I T A L S

WHEREAS, the Authority is a regional tollway authority and political subdivision of the State of Texas that owns, operates and maintains the Dallas North Tollway (the “**DNT**”), a toll turnpike project situated in Dallas and Collin counties, Texas pursuant to Chapter 366 of the Texas Transportation Code, as amended (the “**Regional Tollway Authority Act**”);

WHEREAS, the Town desires to undertake, at the sole cost and expense of the Town, certain landscape and hardscape improvements, enhancements and other betterment work of an aesthetic nature for purposes of creating a green space for enjoyment by the public (the “**Permitted Use**”), including planting of ground cover, flowering, deciduous and evergreen trees (and, where needed, tree protection fencing), shrubs, vines, and turf grasses, the construction of retaining walls, the installation of an irrigation system and appropriate drainage, and the provision of seating and enhanced illumination (collectively, the “**Landscape Improvements**”), on a parcel of land owned by the Authority and located near to the DNT/Roland Avenue and Mockingbird Lane intersection as shown for identification purposes on the plan appended at Exhibit A attached hereto, and as more particularly described at Exhibit A attached hereto (the “**Land**”); and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governmental entities to contract with one another to perform governmental functions and services under the terms thereof, and the Authority and the Town have determined that mutual benefits and advantages can be obtained by formalizing their agreement to facilitate the creation of the green space and the undertaking by the Town of the Landscape Improvements on the Land.

AGREEMENT

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements of the parties, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Authority and the Town agree as follows:

1. Delivery of the Land. The Authority shall deliver vacant possession of the Land to the Town for the Term (as defined in Paragraph 13 below) in its “As-Is” condition, and subject to the Authority’s right (as set forth in Paragraph 9 below) to utilize the Land for transportation purposes. The Town acknowledges and agrees that it has undertaken its own investigation and review of the Land and

the suitability thereof for the Permitted Use. The Town further acknowledges and agrees that the Authority has not made, does not make and specifically negates and disclaims any representations and warranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future with respect to (a) the quality or condition of the Land, including, without limitation, its state of repair, or the water, soil or geology thereof, (b) the suitability of the Land for any and all activities and uses which the Town may conduct thereon, (c) the compliance of or by the Land with any laws, rules, ordinances or regulations, including environmental protection, pollution or land use laws, or (d) any other matter with respect to the Land.

2. Permitted Use. The Land shall be used for the Permitted Use and for no other purpose. The Town shall not allow the Land to be used for any improper, immoral, unlawful, or objectionable purpose. The Town shall not permit or suffer in, on, or about the Land the sale, distribution, or consumption of alcohol or prohibited substances, nor allow by act or omission any situation to occur on the Land which may be injurious to the reputation of the Authority.

3. Signage. Any monument sign or other signage placed on the Land during the Term at the discretion of the Town, shall be subject to the prior written approval of the Authority, which approval shall not be unreasonably withheld or delayed.

4. Design of The Landscape Improvements. The Town is solely responsible for the design of the Landscape Improvements. Prior to the date hereof, the Town, at no cost to the Authority, has submitted to and the Authority has approved certain plans and specifications for the design and construction of the Landscape Improvements as listed at Exhibit B attached hereto (collectively, the “**Approved Plans**”). The Town represents and warrants that it has advised each of the property owners directly abutting the Land in writing of the proposed installation on the Land of the Landscape Improvements and, in no event shall the Town or its contractors cause, or allow to be caused any damage to the property of abutting owners arising from the installation of the Landscape Improvements. The Authority’s approval of the Approved Plans shall not constitute a representation or warranty by the Authority that the Approved Plans are adequate for any use, purpose, or condition, or that the Approved Plans comply with any applicable law or code, but shall merely be the consent of the Authority to the installation of the Landscape Improvements. The Town shall not modify the Approved Plans in any material respect without the prior written consent of the Authority.

5. Installation of the Landscape Improvements. The Town shall be solely responsible for construction of the Landscape Improvements and for any and all costs associated with the Landscape Improvements, including, the cost of site clearance and grading and, from and after the date of this Agreement, the cost of all utilities required for the Land, including water and electricity costs. Any utility easement required for the Land in connection with the Permitted Use shall be subject to the Authority’s prior written approval and, at the discretion of the Authority, shall be entered into by the Authority as owner of the Land with the Town acknowledging its approval by joinder. The Town shall reimburse the Authority for all reasonable costs (including legal fees) incurred by it in connection with the issue of any such required easement. The Town shall ensure that all necessary permits are obtained by its contractors for the proposed work, and shall install the Landscape Improvements in substantial compliance with the Approved Plans and with applicable law. The Town shall obtain from the contractors appropriate warranties on materials, supplies and labor provided in connection with the installation of the Landscape Improvements. The Town shall commence the installation of the Landscape Improvements within ninety (90) days following the date of this Agreement unless weather or seasonal conditions make it imprudent to do so, and shall provide at least forty-eight (48) hours advance written notice to the Authority of its intent to commence work on-site. The Town confirms that it shall complete the installation within twelve (12) months after it is commenced. The Town shall make all reasonable

efforts to minimize inconvenience and disruption to commuters using the adjacent roads; any lane closures shall be for purposes only of the prompt and efficient loading and unloading (and not storage) of equipment, supplies and materials for the project and shall occur only during non-peak hours. All future planting or other landscaping work, including the installation of sculptures or decorative pieces shall remain subject to the Authority's prior approval, not to be unreasonably withheld or delayed. Any such future planting or other landscaping work shall constitute "Landscape Improvements" for the purposes of this Agreement.

6. Irrigation System. The Town agrees that the irrigation system to be installed by the Town, at no cost to the Authority, shall be designed to prevent, to the greatest extent reasonably possible, the spray, flow, run-off, or drift of water carried by said irrigation system from wetting the traffic lanes of the DNT, Roland Avenue and Mockingbird Lane. Without limiting the foregoing, the Town has agreed to design (1) the sprinkler heads to lessen the risk of drift and misalignment and to shorten the throw distance of heads near the traffic lanes, (2) the irrigation system so as to (i) permit greater flexibility in interrupting the flow of water to specific sections or courses of the system and (ii) install a modified "bubbler" or drip system in any planter boxes near the controlled access toll lanes, and (3) the Landscape Improvements so as to utilize in appropriate places vegetation requiring less irrigation, all subject to the reasonable review and approval of the Authority. The irrigation system shall be installed, at the sole cost and expense of the Town, by a contractor chosen and retained by the Town. To further ensure the safety of the travelling public, the irrigation system shall be designed and maintained so as to discontinue and refrain from operation in subfreezing weather. Further, if the Authority determines at any time that the irrigation system is operating in a manner that wets the traffic lanes of the DNT, Roland Avenue or Mockingbird Lane, the Town, upon request of the Authority, shall shut off the irrigation system (or applicable portions thereof) until the Authority receives assurances and evidence reasonably acceptable to it that the irrigation system has been repaired or modified appropriately.

7. Maintenance. Upon completion of the installation of the Landscape Improvements (including the irrigation system required therefor), the Town, at its sole cost and expense, shall maintain the Landscape Improvements and the property proximate thereto in a (i) healthy, attractive, and sound state and (ii) manner that does not interfere with the safe and efficient operation of the DNT. The Town, at its sole cost and expense, shall provide for the regular and timely irrigation, mowing, trimming, and other maintenance of the Landscape Improvements and the proximate property, including the timely replacement of plant material that has died or been damaged for any reason, and shall keep the same free from subsidence, erosion, trash, debris, unauthorized signs, graffiti, or dangerous conditions. Without limiting the foregoing, the Town shall maintain the Landscape Improvements and the proximate property so that limbs, shrubs, other growth, seating (if any) and any other structures installed by the Town do not diminish visibility along Mockingbird Lane, Roland Avenue, or the controlled toll access lanes for the DNT or obstruct sight lines prudently desirable along said roads.

8. Failure to Maintain. The Authority shall at all times have right of access over and upon the Land for the purposes of inspecting the same in connection with the performance by the Town of its obligations under this Agreement. If the Authority reasonably believes that any portion of the Landscape Improvements is not being maintained as required by this Agreement, or is subject to deterioration, or damage or otherwise requires repair and if the Town fails to reasonably cure such failure within thirty (30) days of receipt of written notice thereof from the Authority (or sooner, in the event of an emergency), then, the Authority, may elect to maintain, modify, remove or reconfigure any part of the Landscape Improvements, and neither the Town nor any other party shall have any rights or claims with respect to the manner in which the Authority maintains (or elects not to maintain), modifies, removes or reconfigures any or all of the Landscape Improvements or otherwise utilizes the property affected thereby. The Authority may (but shall not be obliged to) prune, trim, repair, or remove any portion of

the Landscape Improvements which the Authority believes, in its reasonable discretion, diminishes the desirable degree of visibility to be provided patrons of the DNT or which otherwise interferes with the safe and efficient operation thereof.

9. Right to Remove. The Authority has no current plan or intention to modify the DNT in a manner that would damage the Landscape Improvements. Nevertheless, if the Authority subsequently determines in good faith that all or any portion of the Landscape Improvements must be removed or altered so as to permit the improvement, extension, enlargement, or modification of the DNT, the placement of any utility line, roadway signage, safety or illumination device, or other structure, or for any other purpose consistent with the Regional Tollway Authority Act, the Town unequivocally consents to said removal or alteration at the expense of the Authority and upon at least thirty (30) days prior written notice to the Town (or less in the event of an emergency). Notwithstanding the foregoing, if the damage to the Landscape Improvements results from the placement of a utility line, roadway signage, safety or illumination device or similar structure, the Authority shall restore, to the extent prudently possible, the Landscape Improvements to substantially their same condition as prior to said damage. In undertaking said restoration, the Authority may replace fully mature trees, shrubs, and other plants with suitable but less mature nursery stock and may make other reasonable substitutions and alterations of a similar nature. If, however, the damage to the Landscape Improvements results from a more material modification to the DNT, the Authority shall be responsible only for the removal of affected portions of the Landscape Improvements and not for the replacement or restoration thereof.

10. Insurance. Prior to commencing the installation of the Landscape Improvements or any of the future planting, maintenance, or other landscaping work to be performed by the Town pursuant to this Agreement, the Town shall furnish the Authority with satisfactory proof that all contractors and subcontractors performing work on the Land have obtained insurance of such character and in such amounts as shall be reasonably required by the Authority with the Authority being named as an "Additional Insured" on the contractors' and subcontractors' Commercial General Liability Insurance coverage and Comprehensive Automobile Liability Insurance coverage. The Town shall ensure that no contractor or subcontractor shall be allowed to commence work on the Land until satisfactory evidence of insurance in compliance with this Paragraph has first been provided to the Authority. The Town shall submit certificates evidencing the policy coverages and stipulations for said contractors. Further, throughout the Term of this Agreement, and in addition to the insurance required of its contractors pursuant to this Paragraph, the Town, at no cost to the Authority, shall obtain and maintain the following insurance to cover risks associated with the Landscape Improvements:

(1) Commercial General Liability Insurance on a per occurrence basis with minimum limits of:

\$1,000,000	General Aggregate
\$1,000,000	Product and Completed Operations Aggregate
\$1,000,000	Personal Injury
\$1,000,000	Each Occurrence
\$50,000	Fire Damage
\$5,000	Medical Payments

(2) Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 Combined Single Limit for Bodily Injury and/or Property Damage, including Hired and Non-Ownership Liability Coverage.

(3) Worker's Compensation Insurance with coverage in amounts not less than the minimum required by applicable law and Employer's Liability insurance with minimum limits of:

\$1,000,000 Each Accident
\$1,000,000 Disease Policy Limit
\$1,000,000 Disease Each Employee

The Authority shall be included as an "Additional Insured" by endorsement to policies issued for coverage listed in Paragraphs (1) and (2) above. From time to time as the Authority may reasonably request, the Town shall submit complete certificates or other evidence reasonably acceptable to the Authority of the provision of the insurance described above.

11. Indemnity. With respect to the performance of its obligations under this Agreement, the Town agrees to indemnify the Authority against any and all loss, costs, fees (including attorney fees), damages, judgments and claims arising out of, incident to, or in any way connected with either (i) a default by the Town in its obligations under this Agreement or (ii) otherwise pertaining to the design, installation, existence, use, and/or maintenance of the Landscape Improvements, except for, and except to the extent of, damages resulting from the negligent, grossly negligent and/or willful acts or omissions of the Authority or its employees.

12. No Liability. Nothing in this Agreement shall be construed to create any liability for the Authority, or any of the Authority's employees, consultants, contractors, subcontractors, agents, servants, directors or officers, for any alleged personal injury or property damage arising out of the evaluation, design, construction or operation of the Landscape Improvements. Nothing herein shall be construed as a waiver of any rights which may be asserted by the Authority, including the defense of governmental immunity.

13. Term. The term of this Agreement (the "Term") shall be twenty (20) years from and including the date of this Agreement.

14. Surrender. Effective as of the expiration or earlier termination of the Term (i) the Town shall deliver up to the Authority vacant possession of the Land, and (ii) the Landscape Improvements shall become a part of the realty and shall belong to the Authority without compensation and lien free, and title shall pass to the Authority under this Agreement as by a bill of sale, except however that the Authority may, in its sole discretion, by written notice in writing to be given to the Town no later than two hundred seventy (270) days following the expiration or earlier termination of the Term, require the Town, at the sole cost of the Town, to remove all or any part of the Landscape Improvements and to repair and restore all or any part of the Land to the condition existing prior to the date of this Agreement. Any of the Landscape Improvements not so removed as required by the Authority shall be deemed abandoned by the Town and the Town shall remain responsible for the full cost of the removal and disposal of the same and any damage caused by such removal. The Town's restoration obligations hereunder shall expressly include without limitation an obligation to the extent required by the Authority to (i) remove retaining walls, any signage on the Land, the irrigation and lighting systems, sidewalks, shrubs, plants, seating (if any), sculptures (if any) and so forth as installed by the Town, (ii) re-grade the surface of the Land to the condition existing as of the date of this Agreement and (iii) replace any hardwood tree that may be in poor condition with a tree of equivalent size (measured in tree diameter) to that existing as of the date of this Agreement as indicated on the Approved Plans.

15. **Default.** If the Town should materially default under or breach any of its representations, obligations, or agreements herein, the Authority may declare an event of default (the “**Event of Default**”) by providing written notice thereof to the Town in accordance with the provisions of Paragraph 16(b) below. Without limiting any other remedies available to it, if an Event of Default has not been cured prior to the expiration of thirty (30) days following the delivery of said notice (or sooner in the event of an emergency), the Authority, at its option, may elect to terminate this Agreement, in which event this Agreement shall terminate as of the date specified in such notice and the Land shall be returned to the Authority in compliance with Paragraph 14 above.

16. **Miscellaneous.**

(a) **Limitation of Liability, Generally.** Without impairing or limiting any liability of the Town under this Agreement, it is not the intent of this Agreement to impose upon the Town or the Authority any liability for any alleged injury to persons or damage to property arising out of any matters unrelated to the terms of this Agreement or with respect to any actions undertaken by any consultant or contractor employed or engaged by the Authority or the Town, and nothing herein shall be construed as a waiver of any rights which may be asserted by the Town or the Authority, including the defense of governmental immunity.

(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 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 Town:

Town of Highland Park
4700 Drexel Drive
Highland Park, Texas 75205
Attn: Town Administrator

In the case of the Authority:

North Texas Tollway Authority
5900 W. Plano Parkway, Suite 100
Plano, Texas 75093
Attention: Director of Maintenance

With a copy to:

North Texas Tollway Authority
5900 W. Plano Parkway, Suite 100
Plano, Texas 75093
Attention: General Counsel

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 Town nor the Authority shall assign, sublet or transfer its respective interests in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

(d) **Severability.** If any provision of this Agreement, or the application thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities 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 Town and the Authority.

(f) **Limitations.** All covenants and obligations of the Town and the Authority under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of the Town 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 Town, the Authority and their respective successors, and 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.

(h) **Authorization.** 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 Town and the Authority, as applicable, represents that he or she 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) **Matters of Record.** This Agreement is subject and subordinate to all matters of record affecting the Land. In addition, nothing contained in this Agreement shall mean or imply that the Authority is unable to grant a utility easement in, over, under, through or upon the Land, except however that if this Agreement is still in full force and effect as of the date of such grant of easement, then such utility provider shall be required to obtain the consent of the Town thereto, which consent shall not be unreasonably withheld or delayed.

(m) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement. It is further understood and agreed between the parties that this Agreement shall in no way affect or infringe upon each party's rights, duties, and obligations corresponding to or as set forth in any other interlocal agreement into which the parties may enter.

(n) **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.

(o) **Headings.** The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Town and the Authority have executed this Agreement on the dates shown below, to be effective on the date listed above.

Attest:

Ruby Francisco
Ruby Francisco, Secretary

Approved as to form:

Locke Lord Bissell & Liddell LLP,
Outside General Counsel to the Authority

By: Paula G. Lynch-Griffith
Paula G. Lynch-Griffith

NORTH TEXAS TOLLWAY AUTHORITY, a regional tollway authority

By: Allen Clemson
Allen Clemson,
Executive Director

Date: 10.13.2010

Attest:

James Fisher
James Fisher, Town Secretary

Approved as to form:

By: Albert D. Hammack
Albert D. Hammack, Town Attorney

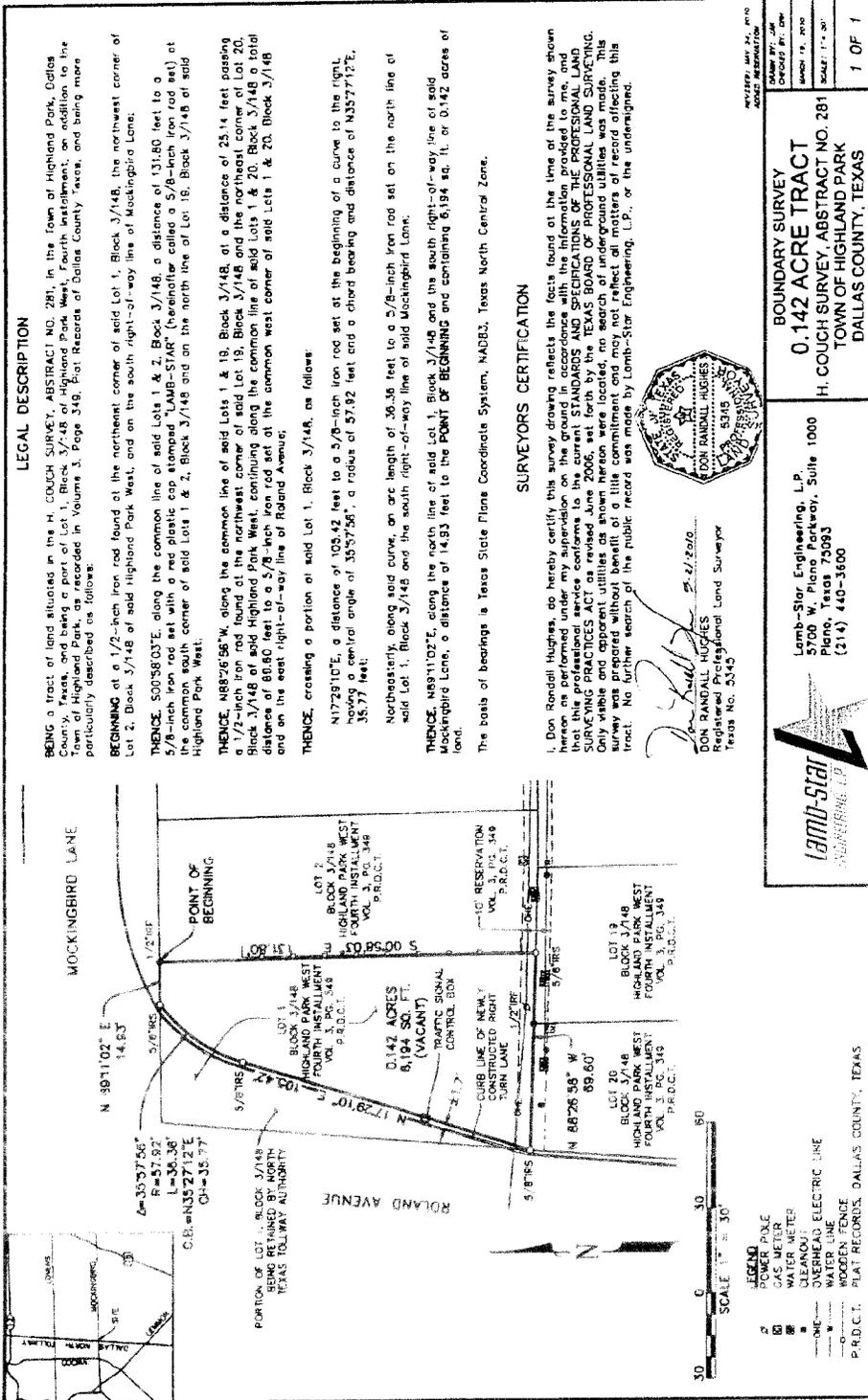
TOWN OF HIGHLAND PARK, a Texas municipal corporation

By: William H. Seay Jr.
William H. Seay, Jr.
Town Mayor

Date: July 12, 2010

EXHIBIT A

LEGAL DESCRIPTION AND PLAN



LEGAL DESCRIPTION

BEING a tract of land situated in the H. COUCH SURVEY, ABSTRACT NO. 281, in the Town of Highland Park, Dallas County, Texas, and being a part of Lot 1, Block 3/148 of Highland Park West, Fourth installment, an addition to the Town of Highland Park, as recorded in Volume 3, Page 349, Plat Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the northeast corner of said Lot 1, Block 3/148, the northwest corner of Lot 2, Block 3/148 of said Highland Park West, and on the south right-of-way line of Mockingbird Lane;

THENCE S00°58'03"E, along the common line of said Lots 1 & 2, Block 3/148, a distance of 131.60 feet to a 5/8-inch iron rod set with a red plastic cap stamped "LAMB-STAR" (hereinafter called a 5/8-inch iron rod set) at the common south corner of said Lots 1 & 2, Block 3/148 and on the north line of Lot 18, Block 3/148 of said Highland Park West;

THENCE N88°26'58"W, along the common line of said Lots 1 & 18, Block 3/148, at a distance of 25.14 feet passing a 1/2-inch iron rod found at the northwest corner of said Lot 18, Block 3/148 and the northeast corner of Lot 20, Block 3/148 of said Highland Park West, continuing along the common line of said Lots 1 & 20, Block 3/148 a total distance of 80.80 feet to a 5/8-inch iron rod set at the common west corner of said Lots 1 & 20, Block 3/148 a total distance of 80.80 feet to a 5/8-inch iron rod set at the common west corner of said Lots 1 & 20, Block 3/148 and on the east right-of-way line of Roland Avenue;

THENCE, crossing a portion of said Lot 1, Block 3/148, as follows:

N17°29'10"E, a distance of 103.42 feet to a 5/8-inch iron rod set at the beginning of a curve to the right, having a central angle of 35°57'56", a radius of 57.92 feet and a chord bearing and distance of N35°77'12"E, 35.77 feet;

Northeasterly, along said curve, an arc length of 36.36 feet to a 5/8-inch iron rod set on the north line of said Lot 1, Block 3/148 and the south right-of-way line of said Mockingbird Lane;

THENCE, N89°11'02"E, along the north line of said Lot 1, Block 3/148, and the south right-of-way line of said Mockingbird Lane, a distance of 14.93 feet to the **POINT OF BEGINNING** and containing 6,194 sq. ft. or 0.142 acres of land.

The basis of bearings is Texas State Plane Coordinate System, NAD83, Texas North Central Zone.

SURVEYORS CERTIFICATION

I, Don Randall Hughes, do hereby certify this survey drawing reflects the facts found at the time of the survey shown hereon as performed under my supervision on the ground in accordance with the information provided to me, and that this professional service conforms to the current STANDARDS AND SPECIFICATIONS OF THE PROFESSIONAL LAND SURVEYING PRACTICES ACT as revised June 2006, set forth by the TEXAS BOARD OF PROFESSIONAL LAND SURVEYING. Only visible and apparent utilities as shown hereon were located; no search of underground utilities was made. This survey was prepared with the aid of electronic data processing equipment. No further search of the public record was made by Lamb-Star Engineering, L.P., or the undersigned.



Don Randall Hughes
DON RANDALL HUGHES
2/27/2010
Registered Professional Land Surveyor
Texas No. 5345

REVISED: MAY 24, 2010
ADDED: REVISIONS

OWNER BY: JAC
DATE: 07/11/10
SCALE: 1" = 30'
1 OF 1

BOUNDARY SURVEY
0.142 ACRE TRACT
H. COUCH SURVEY, ABSTRACT NO. 281
TOWN OF HIGHLAND PARK
DALLAS COUNTY, TEXAS

Lamb-Star Engineering, L.P.
5700 W. Placid Parkway, Suite 1000
Plano, Texas 75093
(214) 440-3600



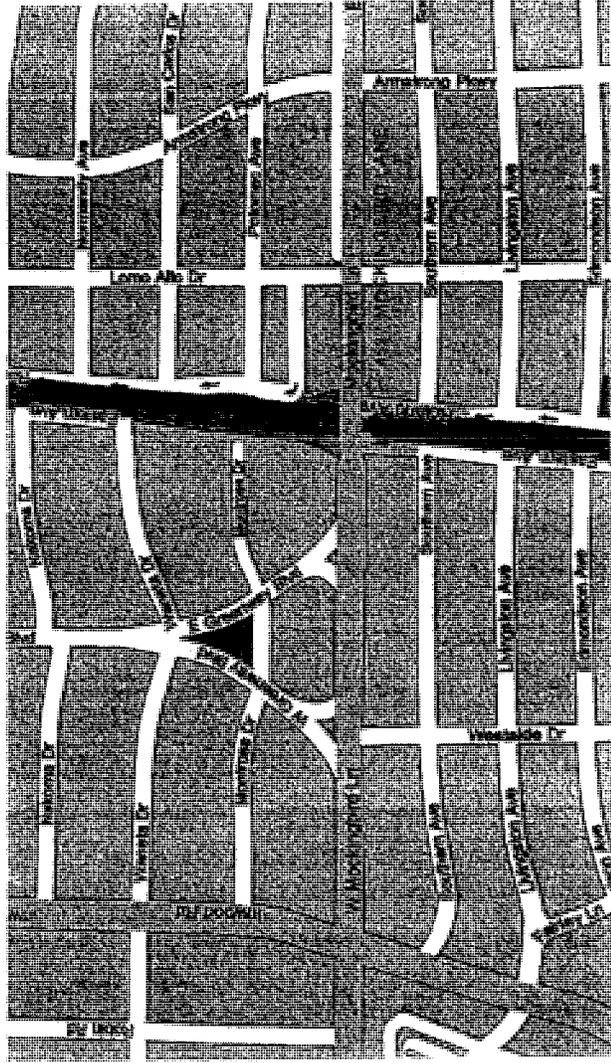
LEGEND
 □ POWER POLE
 ○ GAS METER
 ○ WATER METER
 ○ CLEAROUT
 --- OVERHEAD ELECTRIC LINE
 --- WOODEN FENCE
 P.R.D.C.T. PLAT RECORDS, DALLAS COUNTY, TEXAS

SCALE 1" = 30'

APPROVED PLANS

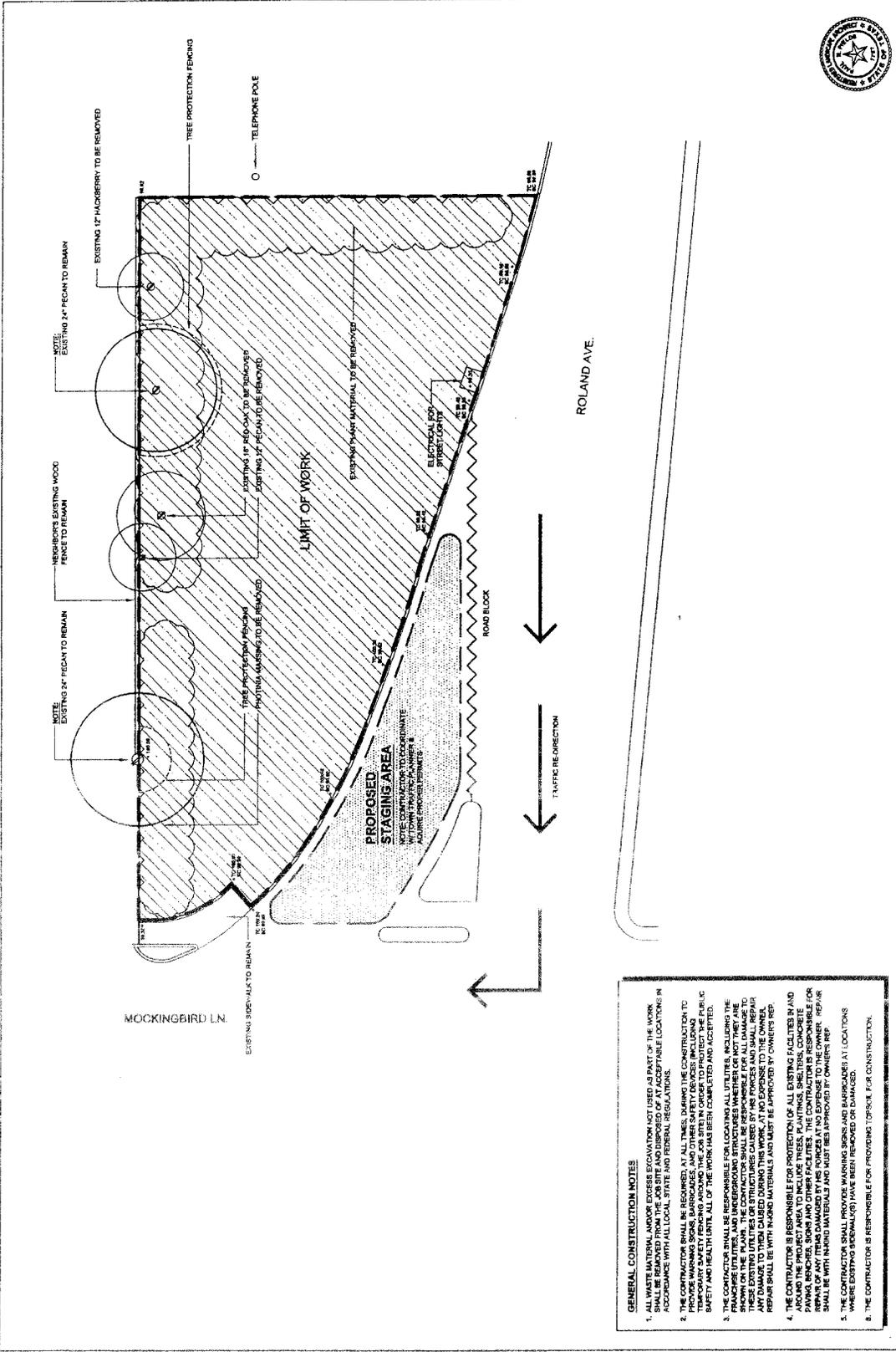
THE TOWN OF HIGHLAND PARK

4537 MOCKINGBIRD LANE HIGHLAND PARK, TEXAS



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- DE-3 DETAILS



Scale: 1/8"=1'-0"
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- GENERAL CONSTRUCTION NOTES**
1. ALL WASTE MATERIAL AND/OR EXCESS EXCAVATION NOT USED AS PART OF THE WORK SHALL BE REMOVED FROM THE JOB SITE AND DISPOSED OF AT ACCEPTABLE LOCATIONS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
 2. THE CONTRACTOR SHALL BE REQUIRED, AT ALL TIMES, DURING THE CONSTRUCTION TO MAINTAIN TEMPORARY SAFETY FENCING AROUND THE JOB SITE IN ORDER TO PROTECT THE PUBLIC SAFETY AND HEALTH UNTIL ALL OF THE WORK HAS BEEN COMPLETED AND ACCEPTED.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, INCLUDING THE EXISTING UTILITIES OR STRUCTURES CAUSED BY HIS FORCES AND SHALL REPAIR OR REPLACE ANY UTILITIES OR STRUCTURES DAMAGED BY HIS FORCES. ALL DAMAGE TO UTILITIES OR STRUCTURES CAUSED BY HIS FORCES SHALL BE REPAIRED BY HIS FORCES. ALL REPAIRS SHALL BE WITH MATCHING MATERIALS AND MUST BE APPROVED BY THE OWNER.
 4. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL EXISTING FACILITIES IN AND AROUND THE PROJECT SITE, INCLUDING BUT NOT LIMITED TO, EXISTING UTILITIES, PARKS, RECREATION, SIGNS AND OTHER FACILITIES. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ANY ITEMS DAMAGED BY HIS FORCES AT NO EXPENSE TO THE OWNER. REPAIR SHALL BE WITH MATCHING MATERIALS AND MUST BE APPROVED BY THE OWNER.
 5. THE CONTRACTOR SHALL PROVIDE WARNING SIGNS AND BARRICADES AT LOCATIONS WHERE EXISTING UTILITIES HAVE BEEN REPAIRED OR DAMAGED.
 6. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING TRUCKS FOR CONSTRUCTION.

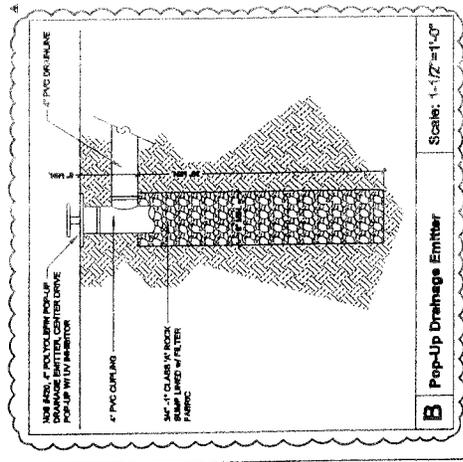
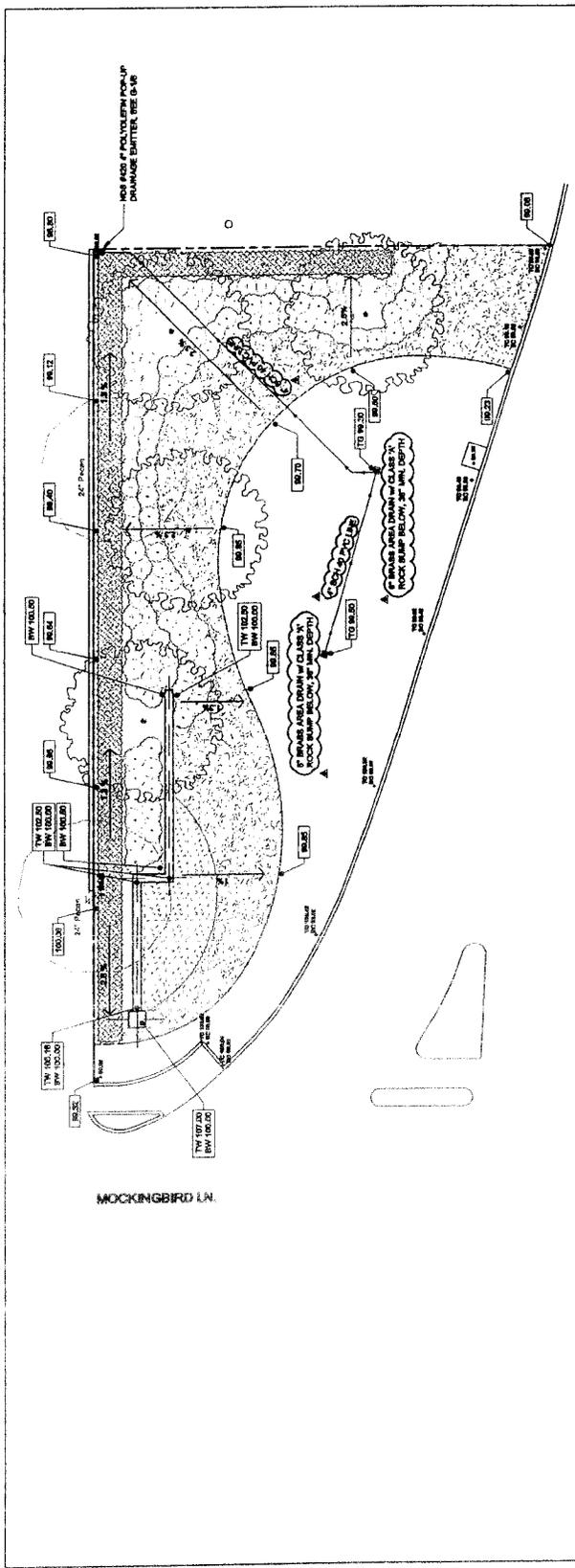
LAMBERT GARDEN DESIGN
 LAMBERT ARCHITECTS AND SITE CONSTRUCTION MANAGEMENT
 11111 N. LOOP WEST, SUITE 100
 DALLAS, TEXAS 75243
 PHONE: 214.343.1111
 FAX: 214.343.1112
 WWW.LAMBERTGARDENDESIGN.COM

TOWN OF HIGHLAND PARK
 4537 Mockingbird Lane, Highland Park, TX

Revisions

No.	Description

Sheet No. G-1
 Grading & Drainage Plan



Key

SYMBOL	DESCRIPTION
T/G	TOP OF GRATE ELEVATION
F/G	FINISHED GRADE ELEVATION
F/F	FINISHED FLOOR ELEVATION
T/W	TOP OF WALL ELEVATION
B/W	BOTTOM OF WALL ELEVATION
T/C	TOP OF CURB ELEVATION
B/C	BOTTOM OF CURB ELEVATION
T/S	TOP OF STEP ELEVATION
B/S	BOTTOM OF STEP ELEVATION
T/O	TOP OF OUPIN ELEVATION
H/P	HIGH POINT ELEVATION
L/P	LOW POINT ELEVATION
B/C	CATCH BASIN
A/D	ATRIUM DRAIN
R/D	ROOF DRAIN
P/A	PERFORATED ATRIUM DRAIN
P/L	PERFORATED LEACH LINE
S/P	SPALLE
P/C	PVC DRAIN LINE
P/F	PERFORATED FILTER FABRIC
R/S	ROCK RAMP
E/G	EXISTING GRADE

Scale: 1/8"=1'-0"
 Scale: 1-1/2"=1'-0"
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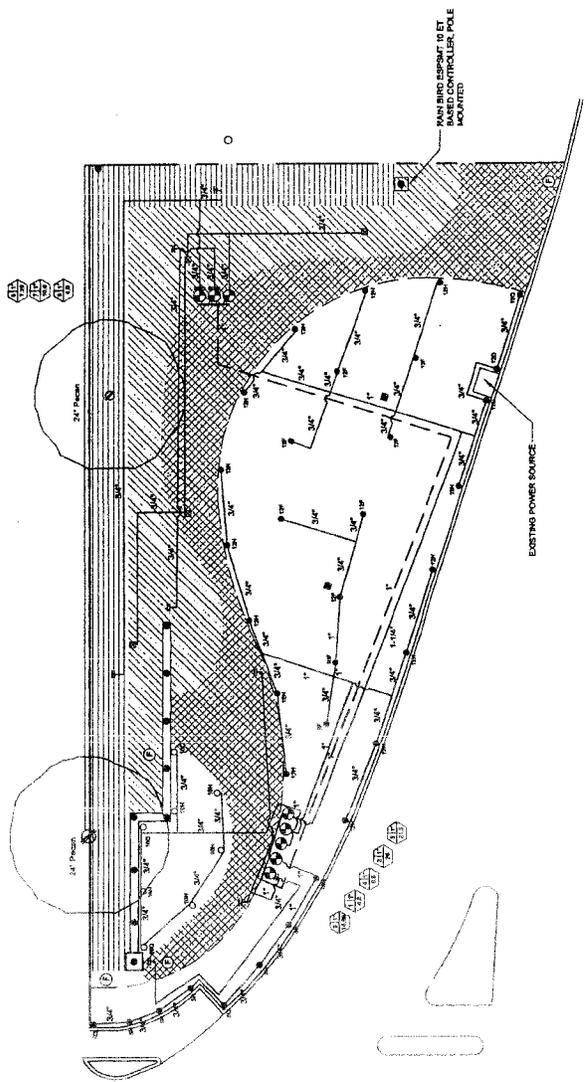
LAMBERT GARDEN DESIGN
 LANDSCAPE ARCHITECTURE AND SITE CONSTRUCTION MANAGEMENT
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TOWN OF HIGHLAND PARK

4537 Mockingbird Lane, Highland Park, TX

Revisions

Sheet No. **I-1**
 Irigation Plan



LEGEND

- 3/4" RISO INTO VESSEL/VALVE w/ 1/2" SCH 40 RISER
- 3/4" RISO PER 1" ZONE VALVE
- 1/2" RISO ACCORDING TO PRESSURE REG. DRIP VALVE
- TORO 5/16" x 1/2" POP-UP HEAD
- TORO 5/16" x 1/2" POP-UP HEAD
- HETAFIM DRIP MANIFOLD END
- HETAFIM AUTOLUSH VALVE WITH F. ARETEL VALVE BOX
- HETAFIM TECH LINE 0.8 GPH BATTERS ON 12" SPACING
- VALVE INDICATOR
- VALVE SIZE
- GALLONS PER MINUTE



ROLAND AVE.

MOCKINGBIRD LN.

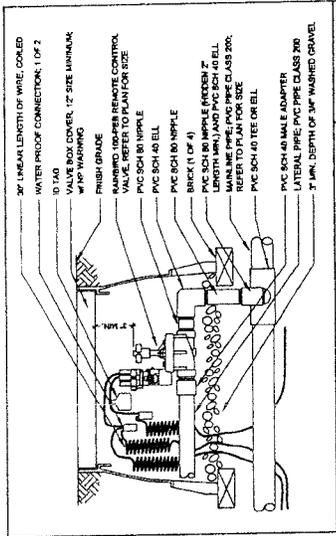
IRRIGATION SYSTEM NOTES

- THE CONTRACTOR SHALL INSTALL ALL IRRIGATION SYSTEM COMPONENTS IN ACCORDANCE WITH THE TOWN OF HIGHLAND PARK SPECIFICATIONS AND THE IRRIGATION SYSTEM SHALL BE ESTABLISHED WITH ISOLATION VALVE & WIRE STRAINER. PROVIDE MASTER VALVE.
- THE IRRIGATION CONTRACTOR IS OBLIGATED TO REFER TO THE LANDSCAPE PLAN FOR LOCATIONS OF HEADS RELATIVE TO THE PROPOSED PLANTING PLAN. CONTACT THE TOWN OR LANDSCAPE ARCHITECT FOR CLARIFICATION.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING IRRIGATION PERMIT BY PROVIDING THE TOWN WITH THE FOLLOWING INFORMATION: 1. IRRIGATION SYSTEM PLAN. 2. WATER METER. 3. MAINLINE FLOW RATE. 4. DESIGN APPLICATION RATE IN INCHES PER HOUR.
- INSTALL LINES AND HEADS IN LANDSCAPE AREAS NO CLOSER THAN THREE INCHES TO CURB OR PAVEMENT.
- LAYOUT SHRUB SPRAY NOZZLES TO PROVIDE 100% COVERAGE (HEAD TO HEAD) IN THE SHRUB GROUNDCOVER AND PERENNIAL AREAS WITHOUT OVERTSPRAY ONTO PAVEMENTS.
- PROVIDE A ZONED SYSTEM WITH TREES, SHRUBS AND LAWN ON SEPARATE VALVES. PROVIDE BATTERS TO TREE PER PLAN SPECIFICATIONS. INSTALL RAIN AND FREEZE SENSORS AT THE DISCREETION OF THE LANDSCAPE ARCHITECT. AFTER INSTALLATION IS COMPLETE PROVIDE THE TOWN WITH AS BUILT IRRIGATION PLANS SHOWING ZONE LAYOUTS.
- ALL ELECTRICAL WORK FOR IRRIGATION SYSTEM TO BE PERFORMED BY A LICENSED ELECTRICIAN.
- MINIMUM HEAD ON VALVE SHALL BE WITHIN THREE (3) FEET OF A WATER UTILITY. NO SPRINKLER HEAD OR IRRIGATION LINE SHALL BE INSTALLED WITHIN ONE FOOT SIX INCHES (1'-6") FROM ANY ON-DRIVE PAVEMENT.
- ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE TOWN OF HIGHLAND PARK SPECIFICATIONS. PROVIDE TWO SEPARATE GROUNDING SYSTEMS FOR VALVE INTERSECTIONS. OVERSIP ON SUBSURFACE SHALL BE INSTALLED TO PREVENT OVERSIP.

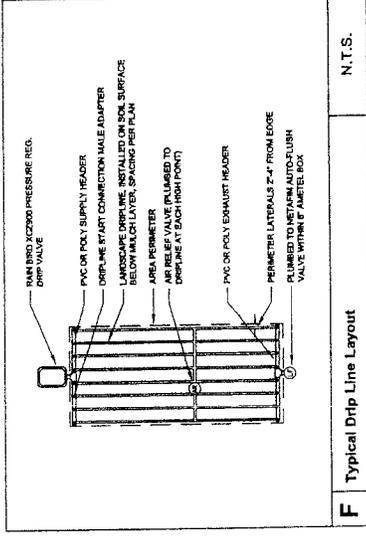
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A Irigation Plan

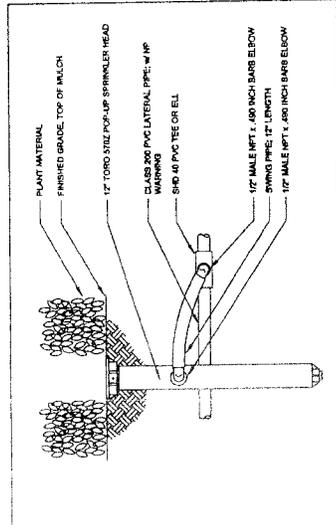
Revisions



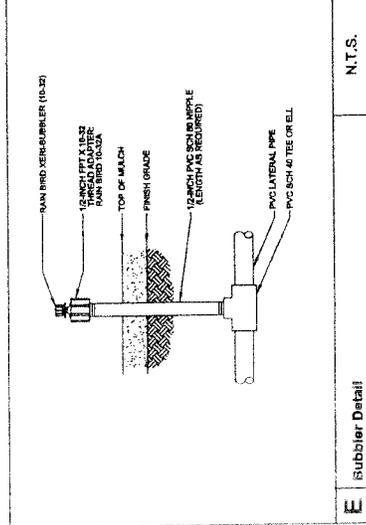
C Remote Control Valve N.T.S.



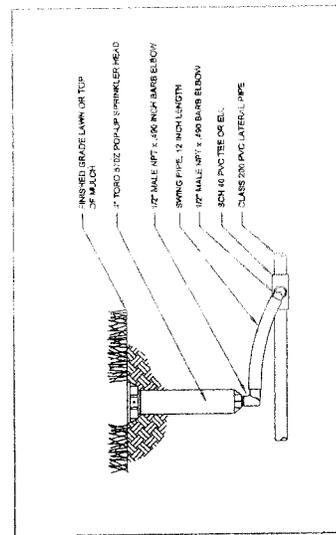
F Typical Drip Line Layout N.T.S.



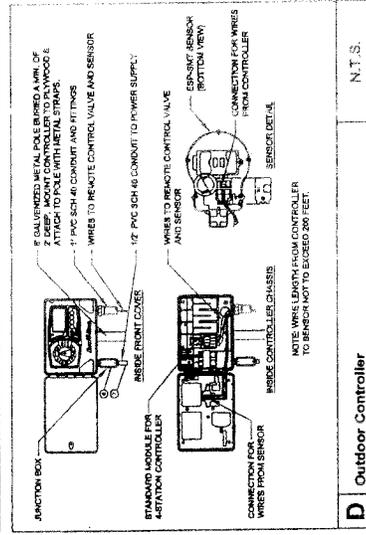
B Pop-Up Spray Sprinkler N.T.S.



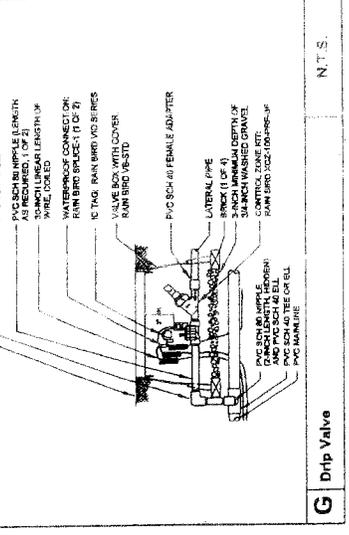
E Subirrigation Detail N.T.S.



A Pop-Up Spray Sprinkler N.T.S.



D Outdoor Controller N.T.S.



G Drip Valve N.T.S.

IRRIGATION SYSTEM NOTES

- THE MAINLINE CONNECTIONS ARE TO BE REFERRED TO THE LANDSCAPE PLAN FOR THE TOWN OF HIGHLAND PARK. THE MAINLINE SHALL BE INSTALLED WITHIN THE LANDSCAPE ARCHITECTURE FOR CLARIFICATION.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING IRRIGATION PERMIT BY PROVIDING THE TOWN WITH DESIGN FLOWRATES OF IRRIGATION HEADS, DESIGN PRESSURE AT EACH HEAD, THE TOWN WILL PROVIDE ONE METER. CONTRACTOR WILL INSTALL A BACKFLOW PREVENTOR. ESTABLISH PROPER DEPTH OF ISOLATION VALVE A WIRE SPACER PER TOWN CODE.
- INSTALL LINES AND HEADS IN LANDSCAPE AREAS NO CLOSER THAN THREE INCHES TO CURB OR PAVEMENT.
- LAYOUT SPRINK BERRY NOZZLES TO PROVIDE 100% COVERAGE READ TO HEAD IN THE SHRUB, GROUNDCOVER AND PERENNIAL AREAS WITHOUT OVERSPRAY ONTO PAVEMENT.
- PROVIDE A ZONED SYSTEM WITH TREES, SHRUBS AND LAWN ON SEPARATE VALVES. PROVIDE NUMBERS TO TREE PER PLAN SPECIFICATIONS. INSTALL MAIN AND PRESSURE SENSORS AT THE CONTROLLER LOCATION. COORDINATE LOCATION OF SENSORS WITH TOWN OF LANDSCAPE ARCHITECT.
- ALL ELECTRICAL WORK FOR IRRIGATION SYSTEM TO BE PERFORMED BY A LICENSED ELECTRICAL.
- GENERAL NOTES:
 1. MAINLINE HEADS OR VALVES SHALL BE INSTALLED THREE (3) FEET OF A WATER UTILITY AND SPRINKLER HEADS OR VALVES SHALL BE INSTALLED WITHIN ONE FOOT SIX INCHES (1'6") FROM SERVICE DRIVE PAVEMENT.
 2. THE MAIN LINE SHALL BE THREE (3) FEET BACK OF CURB (EXCEPT FOR MAJOR INTERSECTIONS). OVERSPRAY OF SIDEWALKS WITHIN THE ROOF OF WAY IS PROHIBITED.



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4537 Mockingbird Lane, Highland Park, TX
TOWN OF HIGHLAND PARK

Revisions

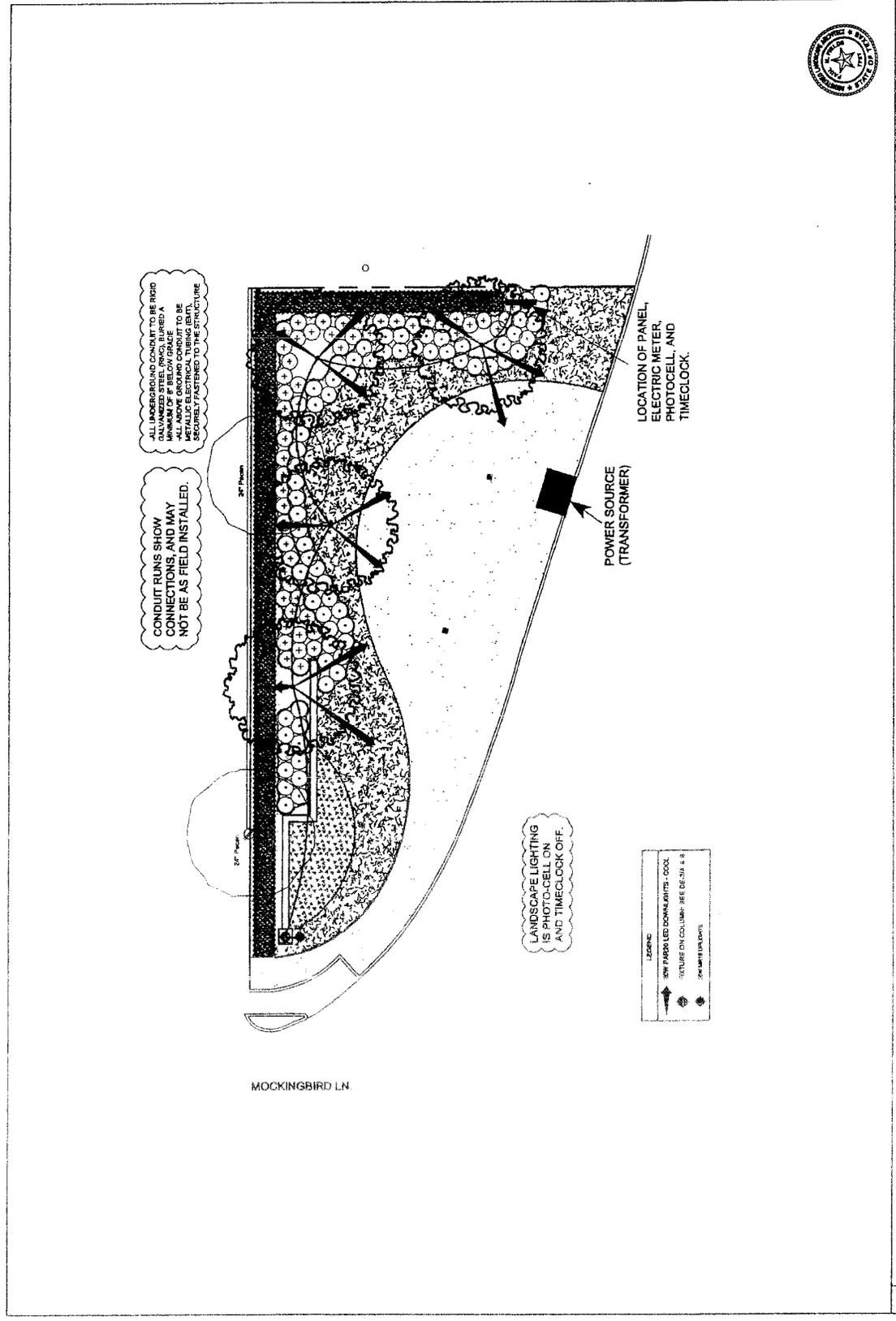
Project No.: 120118
 Approved By: JF
 Drawn By: JF
 Title: 120118
 Scale: 1/8" = 1'-0"

Sheet No.: **LT-1**
 Lighting Plan



Scale: 1/8" = 1'-0"

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A Lighting Plan



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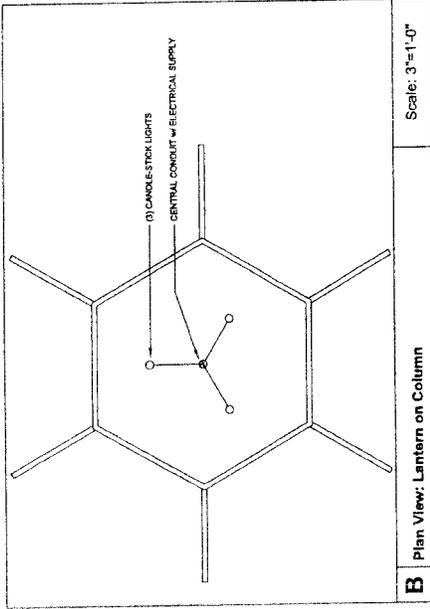
Sheet No.
DE-3
Details

Client Name: Highland Park
Project No.: 08-038
Drawing By: JF
Checked By: JF
Date: 12-15-08

Revisions	

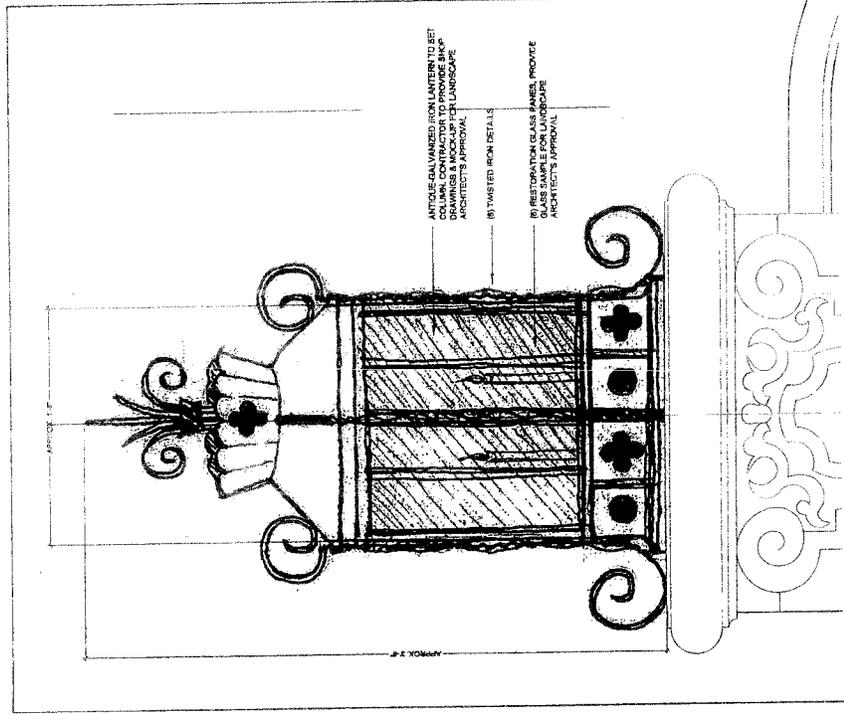
TOWN OF HIGHLAND PARK 4537 Mockingbird Lane, Highland Park, TX

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B Plan View: Lantern on Column

Scale: 3"=1'-0"



A Detail: Iron Lantern on Column

Scale: 3"=1'-0"