

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE NORTH EAST TEXAS  
REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 17-13**

WHEREAS, the North East Texas Regional Mobility Authority ("NET RMA") was created pursuant to the request of Gregg and Smith Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.1, *et seq.* (the "RMA Rules"); and

WHEREAS, the Board of Directors of the NET RMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, subsequent to the initial formation of the NET RMA the Counties of Cherokee, Rusk, Harrison, Upshur, Bowie, Panola, Titus, Van Zandt, Wood, and Kaufman joined the Authority and are represented on the Board of Directors; and

WHEREAS, the NET RMA is responsible for the operation of Toll 49; and

WHEREAS, the NET RMA is currently pursuing the development of the Toll 49, Segment 4 Project (the "Project"); and

WHEREAS, the Executive has determined that the impact of the Project on certain properties and environmental features necessitates the acquisition of stream mitigation units as required under Section 404 of the Clean Water Act ("Section 404"); and

WHEREAS, the Scott Shaver Trust No. Two ("TSST") renders mitigation services to satisfy the Section 404 requirements; and

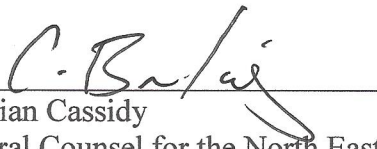
WHEREAS, the Executive Director recommends entering into the Credit Purchase Agreement and Acknowledgement with TSST, in the form or substantially the same form attached hereto as Attachment "A".

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the NET RMA hereby authorizes the Executive Director to execute the Credit Purchase Agreement and Acknowledgement with the Scott Shaver Trust No. Two, in the form or substantially the same form attached hereto as Attachment "A".

Adopted by the Board of Directors of the North East Texas Regional Mobility Authority on the 14th day of February, 2017.

Submitted and reviewed by:

Approved:

  
C. Brian Cassidy  
General Counsel for the North East  
Texas Regional Mobility Authority

  
Linda Ryan Thomas  
Chair, Board of Directors  
Date Passed 02/14/17

**FLAT CREEK MITIGATION BANK  
(USACE PERMIT NUMBER SWF-2014-00105)  
CREDIT PURCHASE AGREEMENT AND ACKNOWLEDGMENT  
FOR PERMIT SWF-2014-00303**

This Credit Purchase Agreement and Acknowledgement (this "Agreement") is made as of the 30 day of March, 2017, by and between:

"TSST"                      The Scott Shaver Trust No. Two  
                                    977 Pruitt Place  
                                    Tyler, Texas 75703  
                                    Contact: Scott O. Shaver  
                                    Agent: Preston W. Smith  
                                    Tel: (903) 780-2102  
                                    Email: preston@wildwoodcredits.com

and

"Purchaser"                North East Texas Regional Mobility Authority  
                                    909 ESE Loop 323, Ste. 520  
                                    Tyler, TX 75701  
                                    Contact: Chris Miller  
                                    Agent: Neil Boitnott  
                                    Email: neil.boitnott@rsandh.com

The purpose of this Agreement is to establish the terms and conditions for the purchase, sale and/or transfer of mitigation bank credits from the Flat Creek Mitigation Bank between TSST and Purchaser (jointly referred to as the "Parties").

**RECITALS**

A.        WHEREAS, TSST has an approved Mitigation Banking Instrument (the "MBI") for the Flat Creek Mitigation Bank dated 2-13-17 with the United States Army Corps of Engineers ("USACE"), the United States Fish and Wildlife Service, the United States Environmental Protection Agency, the Texas Parks and Wildlife Department, the Texas Commission of Environmental Quality, and the Railroad Commission of Texas, identified as MBI No. SWF-2014-00105. The purpose of the MBI is to establish terms and conditions for the creation of a wetland and stream mitigation bank, known as the Flat Creek Mitigation Bank (the "FCMB"), on property owned by TSST in the vicinity of the Flat Creek in Henderson County, Texas (the "Property").

B.        WHEREAS, the MBI provides the use of the Property as mitigation, and for the sale of wetland and stream mitigation bank credits ("Mitigation Credits") to third parties in need of such mitigation.

C. WHEREAS, the MBI requires each purchaser of Mitigation Credits to execute a Credit Purchase Agreement which evidences the transfer of the applicable Mitigation Credits, describes the development project to which the Mitigation Credits apply, and sets forth the impacts being mitigated.

D. WHEREAS, Purchaser has requested to purchase available Mitigation Credits and conditionally commit to purchase additional Mitigation Credits (the "Purchased Credits") from FCMB for use as mitigation for permit number **SWF-2014-00303** subject to USACE approval (the "Project") as described below. If known at the time this Agreement is signed, a description of the Project, including its location and the nature and extent of adverse impacts from the work authorized under the Project, is set forth in **Exhibit A**, attached hereto. If such information is not known at the time this Agreement is signed, Purchaser shall provide such information as soon as the same is known, and such information shall be included on a revised Exhibit A without the necessity of any amendment to this Agreement.

E. WHEREAS, the MBI requires TSST to maintain a ledger (the "Ledger") of each transaction involving the sale of Mitigation Credits, including the Purchased Credits.

F. WHEREAS, Purchaser and TSST enter into this Agreement to set forth the terms and conditions pursuant to which the purchase and sale of the Purchased Credits will be implemented.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Reservation of Credits.** Purchaser and TSST agree that a total of 290 perennial stream credits shall be reserved from FCMB for acquisition by Purchaser, subject to the actual compensatory mitigation requirements determined by the USACE at the time of issuance of a permit for the Project. If USACE determines that additional credits are required for approval of the permit for the Project, and provided that TSST has the additional required credits available, Purchaser and TSST shall enter into an amendment to this Agreement providing for the sale of such additional credits on the same terms and conditions (including price per credit) set forth in this Agreement. If USACE determines that fewer credits are required for approval of a permit for the Project, TSST shall adjust the number of purchased credits and total purchase price accordingly, but shall reserve the right to increase the price per credit not to exceed twenty percent (20%) of the current per credit price; provided, however, that the price increase shall only be applicable if the required Mitigation Credits needed by Purchaser for the Project is reduced by greater than 20% of the anticipated number of 290.

- 2. Credit Pricing.** TSST represents that the 124 perennial stream credits are available and have been released by the USACE for sale to a third party. TSST has additional perennial stream credits pending release to satisfy the anticipated remaining 166 perennial stream credits. TSST represents and warrants that the credit request for the additional 166 credits will be submitted to the Corps upon the signing of this Agreement; however, availability will be solely based on the Corps final approval and processing of that request. The fixed price per credit is **eight hundred dollars (\$800)** per perennial stream credit.
- 3. Credit Purchasing.** Upon execution and delivery of this Agreement, Purchaser shall pay to TSST a non-refundable sum of **ninety-nine thousand and two hundred seventy-two dollars (\$99,200)** which is equal to the total purchase price of the 124 released and available perennial stream credits, and TSST shall promptly evidence the transfer of the 124 perennial stream credits in accordance with USACE requirements. Purchaser may purchase the pending 166 perennial stream credits at an additional cost of **one hundred thirty-two thousand and eight hundred dollars (\$132,800)** if the credits become available within six months of the date of this Agreement. Upon satisfaction of the conditions set forth in Section 4 below, payment of the purchase price shall be made in the sole discretion of the Purchaser, by either check payable to The Scott Shaver Trust No. Two delivered to the address for TSST set forth above, or by wire transfer in accordance with the wire instructions attached hereto as Exhibit B. If Purchaser determines that additional credits are required for permit approval of this Project, and provided TSST has the additional credits available to sell, Purchaser and TSST shall enter into an amendment to this Agreement providing for the sale of such additional credits, at a price of **eight hundred dollars (\$800)** per additional perennial stream credit.
- 4. Purchased Credits Contingencies.** The Parties hereby agree that if Purchaser's permit application is approved by USACE and that the mitigation required by the Project can be satisfied by purchasing credits from TSST, Purchaser shall purchase the 166 credits reserved under this Agreement from TSST, subject to the conditions set forth in Section 1 above. If Purchaser's permit application is denied or is issued with conditions commercially unacceptable to Purchaser, in Purchaser's sole discretion, Purchaser shall be under no obligation to purchase the additional 166 credits reserved under this Agreement or to pay any additional sums to TSST.

- 5. Notification of USACE; Cooperation with TSST.** Upon the sale of any or all of the Purchased Credits to Purchaser, TSST shall send notice of credit transfer to USACE in accordance with the terms of the MBI. In connection therewith, Purchaser shall reasonably cooperate with TSST in complying with all of the terms of the MBI, including registration of the purchase and sale of the Purchased Credits with USACE and entry of the purchase and sale of the Purchased Credits in the Ledger. Purchaser shall deliver to TSST a notarized statement (the "Notification Statement") indicating: (i) the name, address, and contact information of Purchaser; (ii) the type and number of Purchased Credits being used; (iii) the name of the development project to which the Purchased Credits have been or will be applied; (iv) the date of the application of the Purchased Credits to the Project; and (v) any other information regarding the purchase and sale of the Purchased Credits reasonably requested by TSST or USACE, or otherwise required pursuant to the MBI. Should Purchaser request that TSST delay sending notice to USACE for some or all of the Purchased Credits, TSST will delay providing notice to USACE until instructed by Purchaser.
- 6. Representations of TSST.** TSST represents and warrants to Purchaser as follows:
- a. **Organization of TSST.** TSST is a trust, duly formed, validly existing and in good standing under the laws of the State of its formation.
  - b. **Authorization; Enforceability.** (a) TSST has all requisite company power and authority to execute and deliver this Agreement and to perform all obligations to be performed by it hereunder, (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized and approved by all requisite company action on the part of TSST, and (c) this Agreement has been duly and validly executed and delivered by TSST, and this Agreement constitutes a valid and binding obligation of TSST, enforceable against TSST in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.
  - c. **Brokers' Fees.** No broker, finder, investment banker or other person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement based upon arrangements made by TSST or any of its affiliates except for fees and commissions which are payable by TSST under this Agreement.

- d. Litigation. There are no lawsuits or actions before any governmental authority or arbitration proceedings before any other person pending or, to the knowledge of TSST, threatened in writing by any person against TSST or the FCMB (with respect to the Purchased Credits) and (b) there is no injunction, order or unsatisfied judgment pending against TSST or the FCMB (with respect to the Purchased Credits) from any governmental authority.
- e. Taxes. With respect to the Purchased Credits: (a) TSST has duly and timely filed all tax returns required to be filed by it under applicable law and all such tax returns were correct and complete in all material respects and were prepared in material compliance with all applicable laws, (b) all taxes owed by TSST (whether or not shown or required to be shown on any tax return) have been paid, (c) none of such tax returns are now under audit or examination by any tax authority, (d) except for liens for taxes not yet due and payable, there are no liens on any of the Purchased Credits that have arisen as a result of any failure (or alleged failure) to pay any tax, (e) there is no dispute or claim concerning any tax liability either (i) claimed or raised by any tax authority in writing or (ii) as to which TSST has knowledge, and (f) TSST has not waived any statute of limitations in respect of taxes or agreed to any extension of time with respect to a tax assessment or deficiency.
- f. Permits. TSST represents and warrants it possesses all permits and authorizations necessary for it to own and sell the Purchased Credits and to operate the FCMB.
- g. Purchased Credits. Although TSST does not make any representations or warranties with respect to the precise number of Mitigation Credits required by the USACE for the project, TSST represents and warrants that the Mitigation Credits made available under this Agreement will be the appropriate type and of sufficient number for use within the service area as approved by the USACE to satisfy Purchaser's obligations for compensatory mitigation.
- h. Title. TSST owns, free and clear of all liens, title to the MBI for the FCMB, and the Purchased Credits. The Property is subject to a deed of trust which has been subordinated to the FCMB.
- i. No Preference Rights. TSST represents and warrants that none of the Purchased Credits are subject to any preferential purchase rights which may be applicable to the transactions contemplated by this Agreement.

disputes arising out of this Agreement or the transactions contemplated hereby in any court or jurisdiction other than the above specified courts; provided, however, that the foregoing shall not limit the rights of the Parties to obtain execution of judgment in any other jurisdiction. The Parties further agree, to the extent permitted by law, that a final and unappealable judgment against a Party in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment.

- 15. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein, and any previous communications or agreements between the Parties (whether written or oral) related thereto are hereby superseded.




IN WITNESS WHEREOF, Purchaser and TSST have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

THE SCOTT SHAVER TRUST NO. TWO

By:   
Name: ~~Scott O. Shaver~~ Larry R. Dixon  
Its: Trustee

NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY

By:   
Name: Chris Miller  
Its: Executive Director

**Exhibit A**  
**Description and Location of Project**  
**Description of Adverse Impacts**



100 East Ferguson  
Suite 420  
Tyler, Texas 75702

903-525-9838  
[rsandh.com](http://rsandh.com)

March 24, 2017

Mr. Steve Lindamood  
Regulatory Project Manager  
USACE Fort Worth District  
819 Taylor Street  
Fort Worth, TX 76102

RE: TOLL 49 SEGMENT 4 (LINDALE RELIEF ROUTE) LOCATED IN SMITH COUNTY, TEXAS;  
OVERVIEW OF MITIGATION PLAN FOR SOUTH SECTION  
SWF-2014-00303

Mr. Lindamood:

On July 23, 2015, the North East Texas Regional Mobility Authority (NET RMA) received authorization through Nationwide Permit 14 for Linear Transportation Projects to construct the Toll 49 Segment 4 (Lindale Relief Route). The project will ultimately involve construction of a 7.6-mile long, new-location, four-lane, undivided roadway section with a typical right-of-way (ROW) width of 400 feet (ft) and project limits from the Toll 49/Interstate Highway (IH) 20 interchange to U.S. Highway (US) 69 north of the City of Lindale in Smith County, Texas. However, the permit was issued with a special condition that the permittee (NET RMA) provide the U.S. Army Corps of Engineers (USACE) a finalized mitigation plan for approval prior to conducting any construction activities within Waters of the U.S. (WOUS). This letter is an overview for the mitigation plan for the South Section of the project. Authorization for the mitigation plan for the North Section was issued on November 12, 2015.

Due to construction timelines and the project crossing two different 8-digit Hydrologic Unit Codes (HUCs), the project has been split into two different sections for the purposes of providing the appropriate type and amount of mitigation. These two sections are outlined below and in **Figures 1 and 2**, as seen in Attachment A:

- **North Section** – This is the portion of the project in the Middle Sabine 8-digit HUC (12010002). This includes Single and Complete Crossings (SCCs) 1 through 11. The northern extent of this section is the project terminus at US 69, and the southern extent is the 8-digit HUC boundary near the project crossing of Farm-to-Market Road (FM) 849. Construction activities within this section are currently permitted and ongoing.
- **South Section** – This is the portion of the project in the Upper Neches 8-digit HUC (12020001). This includes SCCs 12 and 13. The northern extent of this section is the 8-digit HUC boundary near the project crossing of FM 849, and the southern extent is the project terminus south of IH 20. Construction activities within WOUS for the South Section are scheduled to begin in April of 2017, pending USACE approval. *This letter only pertains to the South Section.*

Per the USACE authorization letter dated July 23, 2015, SCCs 12 and 13 within the South Section required Pre-Construction Notification (PCN) and mitigation. A summary of impacts to WOUS and proposed mitigation for SCCs 12 and 13 can be seen in **Table 1** below. TXRAM scores have been updated to TXRAM 2.0, and updated datasheets and a summary table outlining TXRAM 2.0 scores and impacts per Stream Assessment Reach (SAR) can be found in Attachment B.

As seen in **Table 1**, NET RMA proposes to purchase 182 perennial, riparian buffer, TXRAM 2.0 stream credits, from Flat Creek Mitigation Bank (FCMB) (SWF-2014-00105). A service area map for FCMB is provided as **Figure 3** in Attachment A. FCMB is not currently permitted, but authorization and credit releases are anticipated in the near future.

In addition to FCMB, NET RMA has partnered with Wildwood Environmental Credit Company, LLC (Sponsor's agent for FCMB) to provide a permittee responsible mitigation (PRM) site (Tonyard Creek PRM) in close proximity to FCMB (see **Figure 4** in Attachment A) to provide the additional mitigation required for the South Section of Toll 49 Segment 4. The Tonyard Creek PRM site will compensate for the remaining 707 TXRAM 2.0 unit loss to perennial streams, 70 TXRAM 2.0 unit loss to intermittent streams, and 93 TXRAM 2.0 unit loss to ephemeral streams by providing 707 perennial, in-channel, TXRAM 2.0 units, and 163 intermittent, in-channel, TXRAM 2.0 units. A draft mitigation plan for the Tonyard Creek PRM site was provided to the USACE on November 7, 2016 and revised plans were provided on March 1 and 22, 2017.

Mr. Steve Lindamood  
March 24, 2017

If you should require any additional information or have any questions, please do not hesitate to contact me at 903.525.9838 or [neil.boitnott@rsandh.com](mailto:neil.boitnott@rsandh.com).

Sincerely,



Neil Boitnott, PWS  
Environmental Specialist  
100 E. Ferguson St.  
Ste. 420  
Tyler, TX 75702

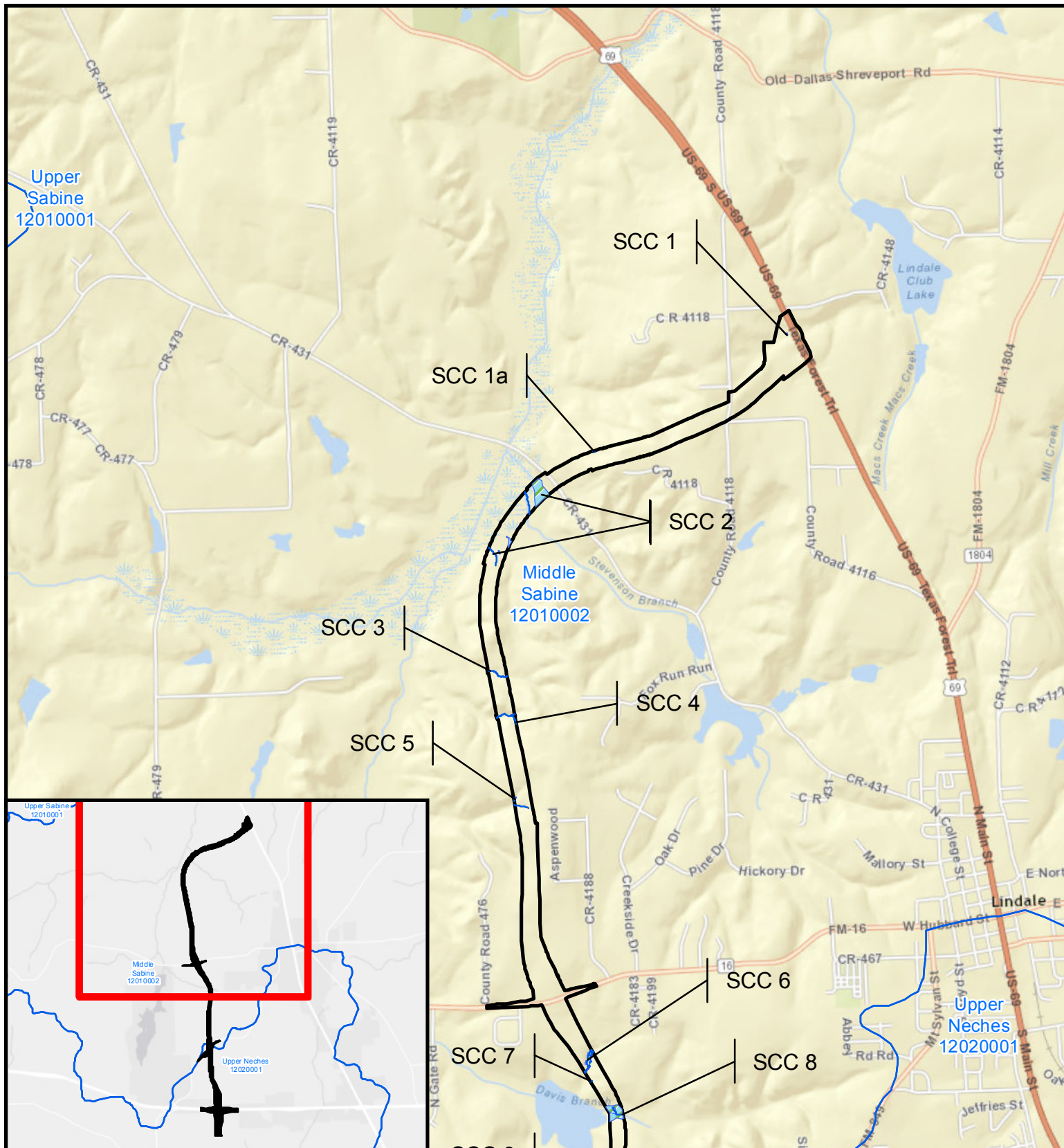
Attachments

**Table 1** – Summary of Delineation, Impacts to WOUS, and Proposed Mitigation.

Single and Complete Crossing	Water ID	WAA/SAR	Type*	HUC	Length in ROW (Lf)	OHWM (ft)	Area in ROW (Ac)	Temp Impacts (Lf)	Perm Impacts (Lf)	Perm Impacts (Ac)	TXRAM 2.0 Loss	Mitigation Proposed	Mitigation Type	Mitigation Amount
12	S12	1	Per	Upper Neches	548	6.48	0.08	20	378	0.06	274	Flat Creek MB	Perennial, Riparian, TxRAM 2.0	182
												Tonyard PRM	Perennial, Riparian, TxRAM 2.0	92
	S12a	1	Per	Upper Neches	140	5.00	0.02	0	140	0.02	82	Tonyard PRM	Perennial, Riparian, TxRAM 2.0	82
	S12a	2	Int	Upper Neches	196	4.00	0.02	0	196	0.02	70	Tonyard PRM	Intermittent, In-Channel, TxRAM 2.0	70
	S12a	3	Eph	Upper Neches	50	2.00	0.00	0	50	0.00	15	Tonyard PRM	Intermittent, In-Channel, TxRAM 2.0	15
	S12b	1	Eph	Upper Neches	276	3.00	0.02	0	276	0.02	78	Tonyard PRM	Intermittent, In-Channel, TxRAM 2.0	78
13	S13	1	Per	Upper Neches	220	8.00	0.04	0	220	0.04	176	Tonyard PRM	Perennial, In-Channel, TxRAM 2.0	176
	S13	2	Per	Upper Neches	175	8.00	0.03	0	45	0.01	19	Tonyard PRM	Perennial, In-Channel, TxRAM 2.0	19
	S13	3	Per	Upper Neches	340	5.44	0.04	0	57	0.01	42	Tonyard PRM	Perennial, In-Channel, TxRAM 2.0	42
	S13	4	Per	Upper Neches	313	5.08	0.04	0	137	0.02	96	Tonyard PRM	Perennial, In-Channel, TxRAM 2.0	96
	S14	1	Per	Upper Neches	372	5.38	0.05	0	0	0.00	-	Tonyard PRM	Perennial, In-Channel, TxRAM 2.0	-
	S15	1	Per	Upper Neches	701	9.00	0.14	0	264	0.05	200	Tonyard PRM	Perennial, In-Channel, TxRAM 2.0	200
TOTAL			Per	-	2809			20	1241	0.20	889	Flat Creek MB	Perennial, Riparian, TxRAM 2.0	182
												Tonyard PRM	Perennial, In-Channel, TxRAM 2.0	707
			Int	-	196			0	196	0.02	70	Tonyard PRM	Intermittent, In-Channel, TxRAM 2.0	163
			Eph	-	326			0	326	0.02	93			

\*Type: Eph = Ephemeral Stream. Int = Intermittent Stream. Per = Perennial Stream.

Attachment A



0 1 2 Miles

ite System: NAD 1983 CORS96 StatePlane Texas North Central FIPS 4202 FUS



Action	Initials	Date
Created:	EH	8/5/2015
Revised:		
Approved:		
Project:	112-3102-002	

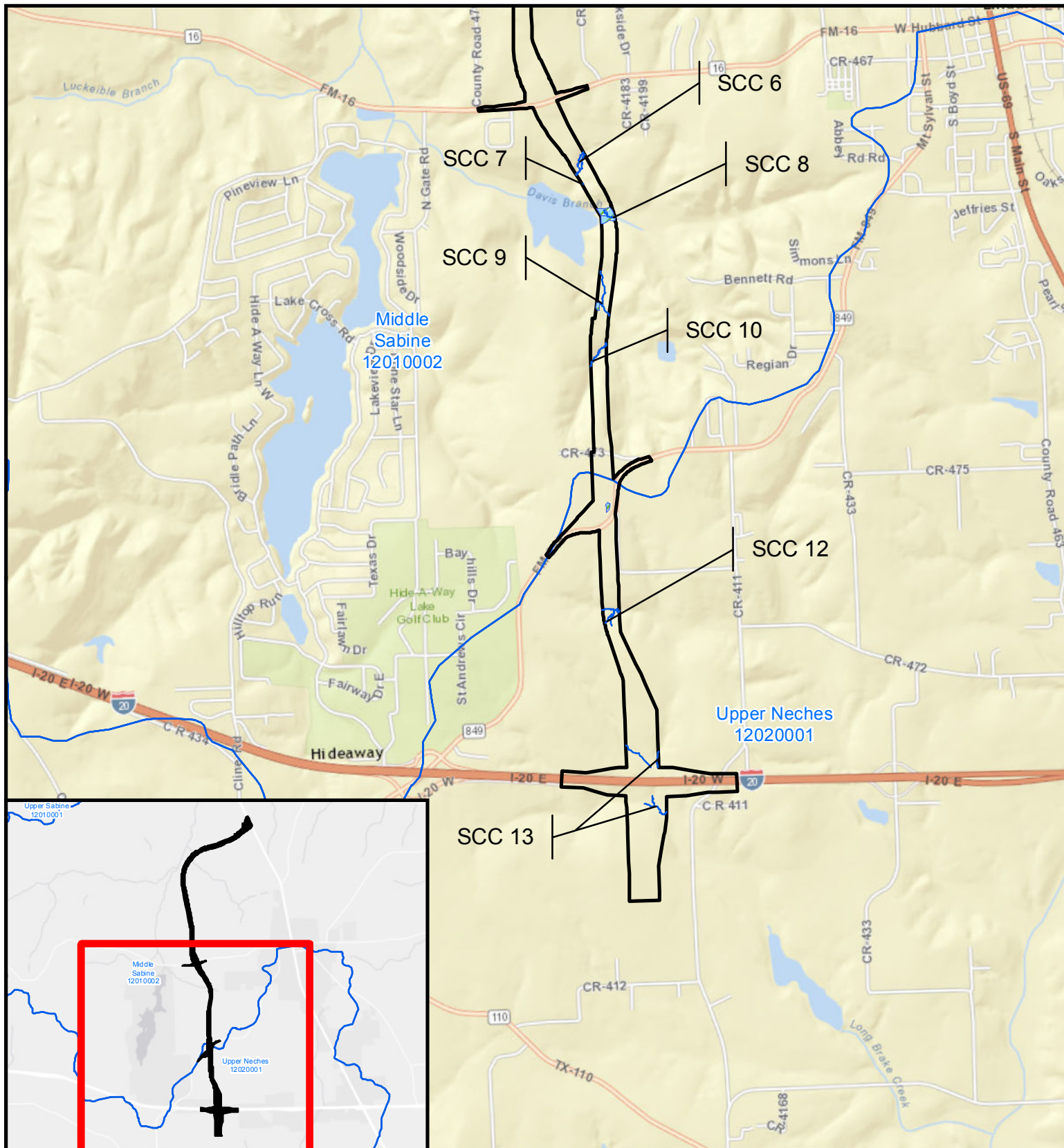
**Figure 1**  
**Single and Complete Crossings**  
**Toll 49 Lindale Relief Route**  
**Client: NET RMA**

Segment 4 ROW

Sub-Basins (8-Digit)

**SOURCES** - Imagery: ESRI, ROW: RS&H, Basins: USGS.





0 1 2 Miles

Coordinate System: NAD 1983 CORRS96 StatePlane Texas North Central FIPS 4202 FIPS



Action	Initials	Date
Created:	EH	8/5/2015
Revised:		
Approved:		
Project:	112-3102-002	

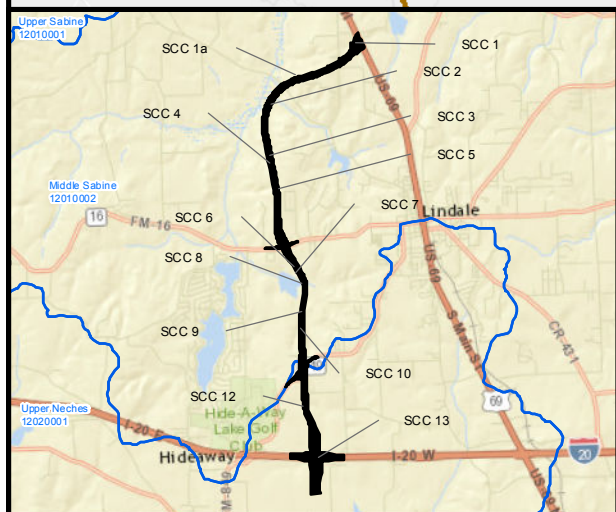
Figure 2

**Single and Complete Crossings  
Toll 49 Lindale Relief Route  
Client: NET RMA**

Segment 4 ROW








Sub-Basins (8-Digit)

SOURCES - Imagery: ESRI, ROW: RS&H, Basins: USGS.



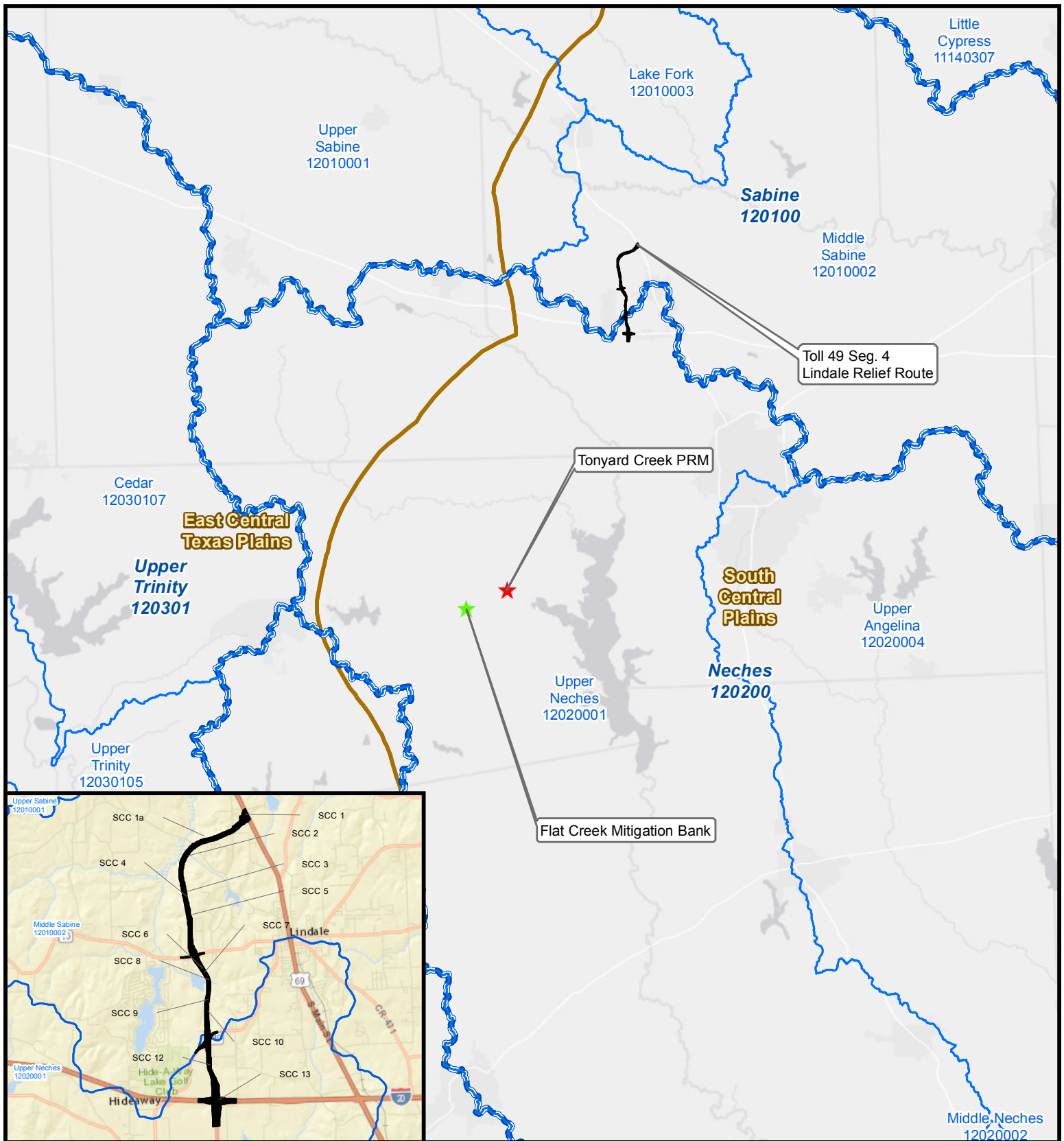
Action	Initials	Date
Created:	EH	7/31/2015
Revised:	EH	8/5/2015
Approved:		
Project:	112-3102-002	

**Flat Creek Mitigation Bank  
Segment 4 Mitigation  
Toll 49 Lindale Relief Route  
Client: NET RMA**

- |   |  |
|---|--|
| <b>FCMB Service Areas</b>   | ★ FCMB Location  |
|  Primary   |  |
|  Secondary |  Segment 4 ROW        |
|   |  Basins (6-Digit)     |
|   |  Sub-Basins (8-Digit) |
|   |  Ecoregions           |
|   |  USACE Districts      |

**SOURCES** - Imagery: **ESRI**, Service Area and Bank Location: **Scott Shaver**, ROW: **RS&H**, Basins: **USGS**, Ecoregions: **EPA**





0 10 20 30 40 Miles

inate System: NAD 1983 CORS96 StatePlane Texas North Central FIPS 4202 FtUS



Action	Initials	Date
Created:	EH	7/31/2015
Revised:	EH	11/17/2016
Approved:		
Project:	112-3102-002	

**Figure 4**  
**Flat Creek Mitigation Bank and**  
**Tonyard Creek PRM Site**  
**Segment 4 Mitigation**  
**Toll 49 Lindale Relief Route**  
**Client: NET RMA**

- ★ Flat Creek MB
- ★ Tonyard Creek PRM
- Segment 4 ROW
- Basins (6-Digit)
- Basins (8-Digit)
- Ecoregions

**SOURCES** - Imagery: ESRI, Bank Locations and ROW: RS&H, Basins: USGS, Ecoregions: EPA

Attachment B

Stream	S12	S12 Post	S12 Post	S12A	S12A Post	S12A	S12A Post	S12A	S12A Post	S12B	S12B Post	S13	S13 Post	S13	S13 Post	S13 Post	S13	S13 Post	S13 Post	S13	S13 Post	S13 Post	S14	S14 Post	S15	S15 Post	S15 Post
SAR	1	1	1	1	1	2	2	3	3	1	1	1	1	2	2	2	3	3	3	3	4	4	4	1	1	1	1
Description	Pre Const.	Post Const.	Post Const.	Pre Const.	Post Construction	Pre-Construction	Post Construction	Pre-Construction	Post Construction	Pre-Construction	Post-Construction	Pre-Construction	Post Construction	Pre-Construction	Post Construction	Post Construction	Pre-Construction	Post Construction	Post Construction	Pre-Constructio	Post Construction	Post Construction	Pre-Construction	Post Construction	Pre-Construction	Post Construction	Post Construction
Length (ft)	548	- No Impact	- Box Culvert	140	- Road Ditch	196	- Road Ditch	50	- Road Ditch	276	- Road Ditch	220	- Perm Impact	175	- No Impact	- Box Culvert	340	- No Impact	- Box Culvert	313	- No Impact	- Box Culvert	372	- No Impact	701	- No Impact	- Box Culvert
Stream Type	Perennial	Perennial	Perennial	Perennial	Perennial	Intermittent	Intermittent	Ephemeral	Ephemeral	Ephemeral	Ephemeral	Perennial	Perennial	Perennial	Perennial	Perennial	Perennial	Perennial	Perennial	Perennial	Perennial	Perennial	Perennial	Perennial	Perennial	Perennial	Perennial
Metric																											
Floodplain Connectivity	3	3	0	1	0	1	0	2	0	1	0	3	0	2	2	0	3	3	0	2	2	0	3	3	2	2	0
Bank Condition	1	1	0	1	0	2	0	2	0	1	0	4	0	0	0	0	1	1	0	4	4	0	4	4	2	2	0
Sediment Deposition	1	1	0	1	0	2	0	2	0	1	0	2	0	1	1	0	2	2	0	4	4	0	4	4	2	2	0
Channel Condition	10.0	10.0	0.0	6.0	0.0	10.0	0.0	12.0	0.0	6.0	0.0	18.0	0.0	6.0	6.0	0.0	12.0	12.0	0.0	20.0	20.0	0.0	22.0	22.0	12.0	12.0	0.0
Riparian Buffer (Left)	5	5	0	5	0	5	0	4.88	0	4.56	0	4.42	0	1.86	1.86	0	4.48	4.48	0	1.28	1.28	0	4.08	4.08	4.66	4.66	0
Riparian Buffer (Right)	5	5	0	4.15	0	2.25	0	1.26	0	4.08	0	4.42	0	2.3	2.3	0	4.88	4.88	0	2.56	2.56	0	2.24	2.24	4.94	4.94	0
Riparian Buffer Condition	20.0	20.0	0.0	18.3	0.0	14.5	0.0	12.3	0.0	17.3	0.0	17.7	0.0	8.3	8.3	0.0	18.7	18.7	0.0	7.7	7.7	0.0	12.6	12.6	19.2	19.2	0.0
Substrate Composition	2	2	0	1	0	2	0	2	0	2	0	4	0	0	0	0	3	3	0	3	3	0	3	3	4	4	0
In-Stream Habitat	5	5	0	4	0	0	0	0	0	0	0	5	0	2	2	0	5	5	0	4	4	0	4	4	5	5	0
In-Stream Condition	17.5	17.5	0.0	12.5	0.0	5.0	0.0	5.0	0.0	5.0	0.0	22.5	0.0	5.0	5.0	0.0	20.0	20.0	0.0	17.5	17.5	0.0	17.5	17.5	22.5	22.5	0.0
Flow Regime	4	4	0	4	0	1	0	0	0	0	0	4	0	4	4	0	4	4	0	4	4	0	4	4	4	4	0
Channel Flow Status	4	4	0	3	0	1	0	0	0	0	0	3	0	4	4	0	3	3	0	4	4	0	3	3	3	3	0
Hydrologic Condition	25.0	25.0	0.0	21.9	0.0	6.3	0.0	0.0	0.0	0.0	0.0	21.9	0.0	25.0	25.0	0.0	21.9	21.9	0.0	25.0	25.0	0.0	21.9	21.9	21.9	21.9	0.0
Additional Points																											
Total TXRAM	73	73	0	59	0	36	0	29	0	28	0	80	0	44	44	0	73	73	0	70	70	0	74	74	76	76	0
Linear Feet Impact	378			140		196		50		276		220		44			58			137			0		264		
TXRAM Loss/Reach	274			82		70		15		78		176		19			42			96			0		200		

TXRAM Loss By Stream Type	Proposed Mitigation	
	Flat Creek	PRM
Perennial	889	707
Intermittent	70	70
Ephemeral	93	93

**Exhibit B**  
**Wire Instructions**

BTH BANK  
P.O. Box 1675  
Quitman, Texas 75783  
(903) 763-2264

Name on Account:  
The Scott Shaver Trust No. Two

ABA# 111912498  
ACCOUNT# 1100351