

MEMORANDUM OF UNDERSTANDING

Re: Property Interests of the Dallas Area Rapid Transit and the North Texas Tollway Authority in DNT Flyovers and the Alamo Street Public Right-of Way

This Memorandum of Understanding (“Memorandum”) is by and between **DALLAS AREA RAPID TRANSIT** (“DART”), a Texas regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code (the “Code”), whose address is P.O. Box 660163, Dallas, Texas 75266-7240; and the **NORTH TEXAS TOLLWAY AUTHORITY** (the “NTTA”), a Texas regional tollway authority organized and existing pursuant to Chapter 366 of the Code, whose address is P.O. Box 260729, Plano, Texas 75026.

WHEREAS, since approximately 1966, the NTTA and its statutory predecessor, the Texas Turnpike Authority (“TTA”), have operated and maintained the Dallas North Tollway (the “DNT”) including that portion of the DNT comprising the northbound and southbound elevated ramps that connect the main lanes of the DNT with Stemmons Freeway, a.k.a. “Interstate Highway 35E” (such elevated ramps being called and hereinafter referred to as the “Flyovers”) in the City of Dallas; and

WHEREAS, the Flyovers are situated on and over a portion of ground-level public right-of-way, known as “Alamo Street”, said right-of-way hereinafter called “the Alamo Tract” and being more specifically described by the metes and bounds description in Exhibit A and as generally shown on the map on Exhibit B, both exhibits attached hereto and incorporated herein for all purposes; and

WHEREAS, the Flyovers also pass over certain railroad tracks near Alamo Street with respect to which DART and the Fort Worth Transit Authority (“the T”)(DART and the Fort Worth Transportation Authority being hereinafter collectively called “the Transit Authorities”) are the successors-in-interest to the Chicago, Rock Island and Pacific Railroad rights, title and interest (such rights, title and interest in such tracks and appurtenant property thereto being referred to herein as the “Rock Island Right-of-Way ”); and

WHEREAS, pursuant to that certain agreement dated May 26, 1994 with the City of Dallas and the City of Fort Worth, the Transit Authorities currently operate a commuter rail line operation otherwise known as “Trinity Railway Express” in the Rock Island Right-of-Way; and

WHEREAS, the NTTA holds certain aerial licenses in and to the Rock Island Right-of-Way by virtue of an agreement dated March 15, 1966 between the Chicago, Rock Island, and Pacific Railroad Company and the TTA (the “Rock Island Agreement”); and

WHEREAS, the NTTA has certain aerial and surface easements over, on and across the Alamo Tract as more specifically described in this Memorandum; and

WHEREAS, DART plans to construct its Northwest Corridor light rail transit (“LRT”) line in the Rock Island Right-of-Way and on and across the Alamo Tract; and

WHEREAS, the City of Dallas (the City”) has abandoned the Alamo Tract in favor of DART pursuant to the terms and conditions of City Ordinance # 24526 approved by the Dallas City Council on February 28, 2001 (“the Alamo Street Abandonment Ordinance”); and

WHEREAS, the NTTA, pursuant to Sec. 366.170(c) of the Code, has full easements and rights-of-way through, across, under, and over any property owned by any local governmental entity that are necessary or convenient to construct, acquire, or efficiently operate a turnpike project or system; and

WHEREAS, as related to the Flyovers and the Alamo Tract, (but specifically excluding DART and the T’s interest in the Rock Island Right-of-Way), the NTTA and DART, now desire to enter into this Memorandum in an effort to clarify the rights, entitlements and property interests of each party; and

WHEREAS, the NTTA and DART are authorized to make this type of agreement pursuant to Chapters 366 and 452 of the Code and Chapter 791 of the Government Code, as amended.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions made hereinbelow, the NTTA and DART acknowledge and agree as follows:

BE IT REMEMBERED

1. **Scope of this Memorandum.** The parties hereto expressly acknowledge that DART and the T are two separate and independent entities each owning a joint and indivisible interest in the Rock Island Right-of-Way. As the T has not joined in and is not a party to this Memorandum, it is not the intent of DART and the NTTA to modify, amend, overrule, void or otherwise disturb the terms and conditions contained in the Rock Island Agreement as such terms and conditions pertain to rights of the NTTA, DART and the T in, through, across, under or over the Rock Island Right-of-Way. The parties further acknowledge and agree that, with respect to this Memorandum, DART is not, in any manner, acting as the T’s agent as to NTTA’s use of the Rock Island Right-of-Way pertaining to the Flyovers and DART’s execution of this Memorandum does not, in any way, bind or commit the T to the terms contained herein.

2. **The NTTA’s Property Interests.**

A. The Rock Island Right-of-Way. DART acknowledges and confirms that, pursuant to the terms of the Rock Island Agreement, the NTTA has a license to use the Rock Island Right-of-Way to construct, acquire, or efficiently operate the DNT, including the Flyovers. DART further acknowledges and confirms that, pursuant to the terms of the Rock Island Agreement, the NTTA has the right of reasonable access to its Flyovers; provided, however, said reasonable access right being at all times subject to DART’s (and the T’s) rights under the terms of the Rock Island Agreement. DART and the NTTA acknowledge and agree that the NTTA has the right to the continued use of the airspace over the Rock Island Right-of-Way for purposes of operating and maintaining the Flyovers, together with such aerial, surface and subsurface portions of the Rock Island Right-of-Way

as are necessary or convenient for embankments, columns, and footings to support the Flyovers (all such items and all similar items being hereinafter called “the Flyover Supporting Structures”).

- B. The Alamo Tract.** By virtue of Sec. 366.170 of the Code, DART acknowledges and agrees that the NTTA has full easements and rights-of-way through, across, under and over the Alamo Tract as are necessary or convenient to construct, acquire, or efficiently operate the DNT, including the Flyovers. Included within the NTTA’s easements and rights-of-way as to the Alamo Tract is the right of reasonable access to the Flyovers for the purposes of inspection, repair and maintenance thereof. The NTTA’s right to the continued use of the airspace over the Properties for purposes of operating and maintaining the Flyovers, together with such aerial, surface and subsurface portions of the Alamo Tract as are necessary or convenient for embankments, columns, and footings to support the Flyovers (all such items and all similar items being hereinafter called “the Flyover Supporting Structures”) and similar flyovers as may be reconstructed in the future is expressly subject to the terms of this Memorandum.

3. **Alamo Tract: The NTTA’s Flyover Use, Maintenance and Reconstruction.** With respect to the Alamo Tract, in the event that the NTTA reconstructs the Flyovers or performs any other construction, inspection, maintenance or major repair activities with respect to the DNT, the NTTA shall provide DART with reasonable notice of its intent to perform any such activities, if those activities will impact any portion of the LRT equipment or facilities or affect DART’s LRT operations. For its routine inspection and/or maintenance activities on, under, over or adjacent to the Alamo Tract, “reasonable notice” shall mean that NTTA shall provide written notice to DART detailing the extent and nature of such activities at least fifteen (15) calendar days prior to commencing such activities. For construction and major repair activities that either involve more than a nominal use of the Alamo Tract or that substantially affect DART’s operations at the Alamo Tract, NTTA shall endeavor to provide DART with as much prior written notice as possible, but, no less than ninety (90) days’ prior written notice of the construction and/or major repair activity. Notwithstanding the above, in the event that bona-fide emergency repairs to the Flyovers are necessary by NTTA, and, as a result, DART’s use of the Alamo Tract or DART’s operations are affected by such repairs or the repair activities, NTTA shall contact DART as soon as the need for the repair is apparent and DART and NTTA shall cooperate so that the repairs can be made in a manner that causes as little disruption or damage as possible to DART’s on-going operations or to the Alamo Tract. Additionally, prior to the NTTA reconstructing the Flyovers or constructing new flyovers over, on, across or adjacent to the Alamo Tract, the NTTA will provide DART with a reasonable opportunity to review and comment on the NTTA’s design (preliminary and final) and its construction plans and specifications, and will provide DART with copies of such plans and specifications. The plans and specifications shall contain all such design safeguards as are reasonably necessary to protect the Alamo Tract and DART public transit operations thereon from damage during construction and thereafter by the NTTA’s activity on, under, or near the Flyovers, the Flyover Supporting Structures and/or the Alamo Tract. Notwithstanding DART review of the plans and specifications, the NTTA shall be and remain fully responsible and liable for all features of said plans and specifications, including, without limitation, for the compliance of the plans and

specifications with all applicable ordinances, codes, regulations, statutes and other laws. NTTA and its contractors shall conduct all of their activities and operations on, over, under and across the Alamo Tract, whether in connection with the operation and use of the Flyovers or otherwise, including, but not limited to, construction, inspection, maintenance or repair activities of the Flyovers and the Flyover Supporting Structures, in such a manner so not to endanger, interfere with, or impede the operations, use and maintenance of the Alamo Tract by DART. The NTTA and its contractors shall make reasonable efforts not to interfere with or impede DART's operations on and maintenance of the Alamo Tract. The NTTA shall provide DART with reasonable notice of its intent to perform any such construction, inspection, maintenance or repair activities within twenty-five (25) feet of any portion of the LRT. The NTTA shall immediately suspend activities on the Alamo Tract upon notification from DART that said activities impair the safe and efficient operation of the LRT or DART's use of the Alamo Tract for transit purposes. The NTTA and its contractors shall comply with reasonable safety requirements designed to protect the Alamo Tract and DART's operations during the aforementioned activities, including all applicable federal and state safety standards, including, but not limited to, all railroad and light rail transit safety standards.

4. **NTTA and NTTA Contractor Insurance.** Prior to the commencement of any work on, over, under or near the Alamo Tract by any NTTA contractor, the NTTA shall require the contractor to obtain, at the contractor's sole cost and expense, General Liability Insurance which shall provide a combined single limit of not less than \$2,000,000 for bodily injury and/or property damage resulting from any one occurrence, as well as Business Automobile Liability coverage in an amount of \$500,000 for bodily injury, including death, to any one person, and \$1,000,000 on any one occurrence and \$500,000 for property damage on any one occurrence. Additionally, the contractor shall obtain, at its own cost and expense, Railroad Protective Liability Insurance (Bodily Injury and Property Damage) that shall provide a combined single limit of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate and \$5,000,000 umbrella for bodily injury and/or property damage resulting from NTTA's or its contractor's activities on any one occurrence. The foregoing insurance shall include the DART and its successors and assigns as additional insureds and shall contain a "cross liability" endorsement which shall cause the insurance to apply as though separate policies were written for the contractor and DART. The herein-described insurance shall protect DART from liability arising out of the Flyover construction, inspection, maintenance or repair activities on the Alamo Tract, whether caused or contributed to by an act or omission of DART, or its agents or employees. The NTTA shall cause the contractor to furnish DART with a certificate of insurance certifying that all of said insurance is in effect when the work is begun and continues in effect until the work is completed. The certificate of insurance shall expressly state that the insurance cannot be cancelled, or amounts reduced, unless DART, acting by and through its designated officer or manager is given thirty (30) days prior written notice thereof. The NTTA shall keep the Flyovers and the Flyover Supporting Structures in good repair.

5. **The Alamo Tract: DART's Property Interests.** By virtue of the Alamo Street Abandonment Ordinance, DART derives its right, title and interest in the Alamo Tract. By the statutory power and consistent with the authority granted to it under Sec. 452.056 (a)(1) and Sec. 452.058 of the Code and under established Texas law concerning licenses and easements, DART has the right to reasonably maintain and use the Alamo Tract, subject to the NTTA's license and easement interests described in Section 1 of this Memorandum.

6. **DART's Servient Tenement Claims.** In addition to DART's rights in and to the Alamo Tract specified in the preceding paragraph, and, notwithstanding any other provision of this Memorandum, DART does not waive in any manner any claim, title or interest in the Alamo Tract that DART may possess as owner of the servient tenement in the Alamo Tract under the laws of Texas.

7. **The Alamo Tract: DART's LRT Rail Construction, Operations and Maintenance.**

With respect to the Alamo Tract, prior to DART performing any construction, inspection, maintenance or major repair activities with respect to the proposed LRT line that will impact any portion of the Flyovers, including the Flyover Supporting Structures, or, affect the NTTA's use of the Flyovers, DART shall provide the NTTA with reasonable notice of DART's intent to perform any such activities. For DART's routine inspection and/or maintenance activities on, under, over or adjacent to the Alamo Tract, "reasonable notice" shall mean that DART shall provide written notice to the NTTA detailing the extent and nature of such activities at least fifteen (15) calendar days prior to commencing such activities. For construction and major repair activities that either involve more than a nominal use of the Alamo Tract or that substantially affect the Flyovers, the Flyover Supporting Structures or the NTTA's use of the Flyovers at or over the Alamo Tract, DART shall endeavor to provide the NTTA with as much prior written notice as possible, but, no less than ninety (90) days' prior written notice of the construction and/or major repair activity. Notwithstanding the above, in the event that bona-fide emergency repairs to the LRT equipment or facilities is necessary by DART, and, as a result, the NTTA's use of the flyover, the Flyover's Supporting Structures or the NTTA's use of the Flyovers are affected by such repairs or the repair activities, DART shall contact the NTTA as soon as the need for the repair is apparent and DART and NTTA shall cooperate so that the repairs can be made in a manner that causes as little disruption or damage as possible to the flyovers, the Flyover Supporting Structures, or the NTTA's Flyover operations. DART agrees that, prior to DART's construction of the LRT across the Alamo Tract, and, further, prior to DART or its contractors performing any construction activity within twenty-five (25) feet of the Flyovers or the Flyover Supporting Structures, DART shall provide the NTTA with a reasonable opportunity to review and comment on DART's design (preliminary and final) and construction plans and specifications and will provide the NTTA with copies of such plans and specifications. The plans and specifications shall contain all such design safeguards as are reasonably necessary to protect the Flyovers and the Flyover Supporting Structures from damage during construction and thereafter by DART and from DART's use of and activities conducted on the Alamo Tract. Notwithstanding the NTTA's review of the plans, DART shall be and remain fully responsible and liable for all features of said plans, including, without limitation, for the compliance of the plans and specifications with all applicable ordinances, codes, regulations, statutes and other laws. DART will conduct all of their activities and operations on the Alamo Tract, whether in connection with the LRT or otherwise, including, but not limited to, construction, inspection, maintenance or repair activities, in such a manner so not to endanger, interfere with, or impede the operations and maintenance of the Flyovers, the Flyover Supporting Structures or any other NTTA property in and around the Alamo Tract. DART shall provide the NTTA with reasonable notice of its intent to perform any such activities (other than normal day-to-day operations of the LRT) within twenty-five (25) feet of any portion of the Flyovers. DART and its contractors shall comply with reasonable safety requirements designed to protect the Flyovers and the Flyover Supporting Structures during the aforementioned activities, including all applicable federal, state and NTTA highway safety standards. DART shall immediately suspend activities on the Alamo

Tract upon notification from the NTTA that said activities impair the safe and efficient operation of the DNT. DART or their contractors will not allow to be parked or stored under or in the vicinity of the Flyovers' columns any explosive, corrosive, or flammable loads or materials. DART shall keep the Alamo Tract under the Flyovers in good repair and in compliance with all applicable laws.

8. **DART and DART Contractor Insurance.** Prior to the commencement of any work near the Flyovers by any contractor acting on behalf of DART, DART shall require the contractor to obtain commercial liability insurance at the contractor's sole cost and expense, General Liability Insurance which shall provide a combined single limit of not less than \$2,000,000 for bodily injury and/or property damage resulting from any one occurrence, as well as Business Automobile Liability coverage in an amount of \$500,000 for bodily injury, including death, to any one person, and \$1,000,000 on any one occurrence and \$500,000 for property damage on any one occurrence. The foregoing insurance shall include the NTTA and its successors and assigns as additional insureds and shall contain a "cross liability" endorsement which shall cause the insurance to apply as though separate policies were written for both the contractor and the NTTA. The insurance shall protect the NTTA from liability arising out of the construction activities on the Alamo Tract, whether caused or contributed to by an act or omission of the NTTA, its agents or employees. DART shall cause the contractor to furnish the NTTA with certificate of insurance as evidence that all of said insurance is in effect when the construction work is begun and continues in effect until the work is completed. The certificate of insurance shall expressly state that the insurance cannot be cancelled, or amounts reduced, unless the NTTA's Director of Operations is given thirty (30) days prior written notice thereof. DART shall keep the LRT in good repair.

9. **The Alamo Tract: Minimum Clearance Levels.** With respect to the Alamo Tract, DART agrees not to construct or raise the track beds of the proposed LRT in a manner that will cause the NTTA to violate minimum clearance levels as may be established by applicable state or federal regulations. The NTTA agrees that in the event that it reconstructs the Flyovers, it will consult with DART as to the proposed height of the Flyovers over the Alamo Tract, and, at a minimum, it will not construct the Flyovers at any height lower than the current heights crossing the Alamo Tract.

10. **The Alamo Tract: Liability.** With respect to the Alamo Tract, without hereby waiving any governmental immunity generally available to any signatory party to this Memorandum under Texas law with respect to any third parties, each signatory party to this Memorandum is and shall be responsible for its own acts and deeds and for those of its contractors, agents or employees as related to that parties' respective activities in and around, across or under the Flyovers, the Flyover Supporting Structures and the Alamo Tract and for the breach of its contractual obligations under this Memorandum. This Memorandum is solely for the benefit of the parties hereto and their successors and assigns. Nothing contained in this Memorandum is intended to, nor shall be deemed or construed to create or confer any rights, remedies, or causes of action in any person or entities that are not parties to this Memorandum or their successors or assigns. Nothing stated herein shall limit the right of DART or the NTTA to assert any governmental immunity defense to any claim of such other signatory party or entity or to any claim of any third party.

11. **Notices.** All notices or other communication required or permitted hereunder shall be presumed given when hand-delivered, or three (3) business days after being mailed by certified mail, return receipt requested, addressed as follows:

If intended for DART, to:

Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-7255
Attn: President/Executive Director

If intended for the NTTA, to:

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

Notwithstanding the foregoing, each signatory party shall notify the other signatory party within 24 hours of the reporting signatory party's first notice of any accident or other event that results in, or might result in, injury to the person or property of any person or entity. Each signatory party may change its address for notices and communications hereunder by providing notice pursuant to this section.

12. **Miscellaneous.**

(a) Except as to the terms and conditions contained in the Rock Island Agreement, this Memorandum embodies the entire agreement between DART and the NTTA with respect to the Flyovers and there are no oral or written agreements among the parties, or any representations made, which are not expressly set forth herein. This Memorandum may be amended only by written instrument executed by the parties hereto.

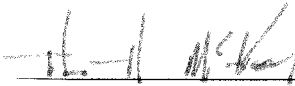
(b) This Memorandum shall bind DART and the NTTA and their successors and assigns.

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

(d) When the context requires, singular nouns and pronouns include the plural.


EXECUTED this, the ____ day of September 2001, by DART, acting through its duly authorized officials and by the NTTA, acting through its duly authorized officials.

DALLAS AREA RAPID TRANSIT

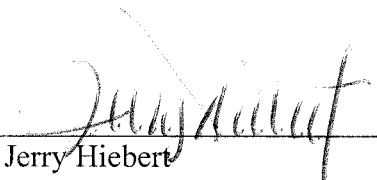
By: 

Timothy H. McKay, P.E.
Interim Senior Vice President
Project Management

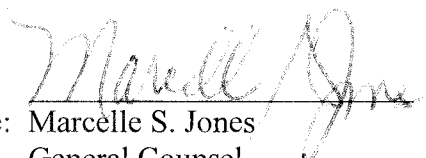
APPROVED AS TO FORM:

By: 
Name: Roland Castaneda
Title: General Counsel

**NORTH TEXAS TOLLWAY
AUTHORITY**

By: 
Name: Jerry Hiebert
Title: Executive Director

APPROVED AS TO FORM:

By: 
Name: Marcelle S. Jones
Title: General Counsel

**FIELD NOTES DESCRIBING A PART OF ALAMO STREET
TO BE ABANDONED BY THE CITY OF DALLAS
ADJACENT TO BLOCKS 999 1/2 AND 1/1001**

Being a 27,965 square foot tract of land situated in the J. Grigsby Survey, Abstract No. 495, and the James Sylvester Survey, Abstract No. 1383, Dallas County, Texas, and being adjacent to city blocks 999 1/2 and 1/1001, official city numbers, and being a part of Alamo Street (a variable width easement and right-of-way) as described by deed to the City of Dallas from John H. Cole, dated January 30, 1886 and recorded in Volume 73, Page 528 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod at the north corner of the Blount Jackson Addition, an addition to the City of Dallas, Texas, as recorded in Volume 85129, Page 2833, of said Deed Records, said point being at the intersection of the north line of said addition with the prolongation of the west line of a right-of-way easement described as the Third Tract by deed from the City of Dallas to The St. Louis S.W. Railway Company of Texas, as recorded in Volume 283, Page 49, of said Deed Records;

THENCE North 15 degrees 19 minutes 24 seconds West, departing said north line and along the prolongation of said southwest line, a distance of 294.52 feet to a 1/2-inch set iron rod with a yellow plastic cap stamped "HALFF ASSOC. INC." (hereinafter referred to as "with cap") for POINT OF BEGINNING of the herein described tract of land, said point being at the intersection of said southwest line with the southwest line of said Alamo Street (30 feet wide at this point), said point being the point of curvature of a non-tangent circular curve to the right having a radius of 5,784.65 feet and whose chord bears North 29 degrees 59 minutes 26 seconds West, a distance of 45.87 feet;

THENCE in a Northwesterly direction, departing the southwest line of said Third Tract and along the southwest line of said Alamo Street and along said curve to the right, through a central angle of 00 degrees 27 minutes 16 seconds, an arc distance of 45.87 feet to a 1/2-inch set iron rod with cap for the point of tangency;

THENCE North 29 degrees 45 minutes 49 seconds West, continuing along said southwest line, a distance of 253.32 feet to a 1/2-inch set iron rod with cap for an angle point in said line, said right-of-way becoming variable in width at this point;

THENCE North 31 degrees 42 minutes 12 seconds West, continuing along said southwest line, a distance of 766.65 feet to a 1/2-inch set iron rod with cap for a corner;

THENCE North 54 degrees 12 minutes 56 seconds East, departing said southwest line, a distance of 26.75 feet to a 1/2-inch set iron rod with cap for a corner, said point being the point of curvature of a non-tangent circular curve to the right having a radius of 3,219.80 feet and whose chord bears South 31 degrees 26 minutes 36 seconds East, a distance of 557.02 feet;

DMK

REVIEWED BY: *[Signature]* 11-21-00

24526

THENCE in a Southeasterly direction, and along said curve to the right, through a central angle of 09 degrees 55 minutes 28 seconds, an arc distance of 557.72 feet to a 1/2-inch set iron rod with cap for a corner in the southwest line of the Houston Street extension (a variable width right-of-way), said point being the point of curvature of a non-tangent circular curve to the right having a radius of 690.00 feet and whose chord bears South 31 degrees 17 minutes 57 seconds East, a distance of 37.07 feet;

THENCE in a Southeasterly direction, along said southwest line and along said curve to the right, through a central angle of 03 degrees 04 minutes 44 seconds, an arc distance of 37.08 feet to a 1/2-inch set iron rod with cap for the point of tangency, said right-of-way becoming 64 feet wide at this point;

THENCE South 29 degrees 45 minutes 31 seconds East, continuing along said southwest line, a distance of 209.18 feet to a 1/2-inch set iron rod with cap for a corner;

THENCE South 30 degrees 14 minutes 29 seconds West, departing said southwest line, a distance of 12.70 feet to a 1/2-inch set iron rod with cap for a corner;

THENCE South 29 degrees 45 minutes 31 seconds East, a distance of 11.55 feet to a 1/2-inch set iron rod with cap for a corner;

THENCE North 30 degrees 14 minutes 29 seconds East, a distance of 12.70 feet to a 1/2-inch set iron rod with cap for a corner, said point being in the southwest line of said Houston Street extension;

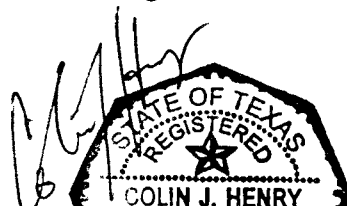
THENCE South 29 degrees 45 minutes 31 seconds East, along said southwest line, a distance of 26.92 feet to a 1/2-inch set iron rod with cap for the point of curvature of a tangent circular curve to the left having a radius of 3,554.00 feet and whose chord bears South 30 degrees 56 minutes 11 seconds East, a distance of 146.10 feet, said right-of-way becoming variable in width at this point;

THENCE in a Southeasterly direction, continuing along said southwest line and along said curve to the left, through a central angle of 02 degrees 21 minutes 20 seconds, an arc distance of 146.11 feet to a 1/2-inch set iron rod with cap for a corner;

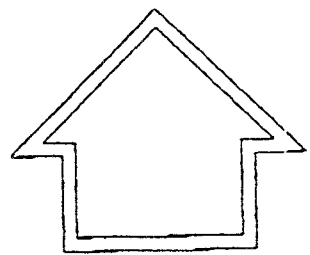
THENCE South 15 degrees 19 minutes 24 seconds East, departing said southwest line, a distance of 83.27 feet to the POINT OF BEGINNING AND CONTAINING 27,965 square feet or 0.6420 acres of land, more or less.

DMK

Basis of bearing is based on Texas State Plane Coordinate System, 1983 (1993), North Central Zone 4202, based on GPS measurements from Triangulation Station "Buckner Reset", and "Arlington RRP". Convergence angle at "Buckner Reset" is 00 Degrees 59 Minutes 28.8 Seconds as computed by Corpcon V4.11.



Reverchon Park



NORTH
N.T.S.

ALAMO
TRACT

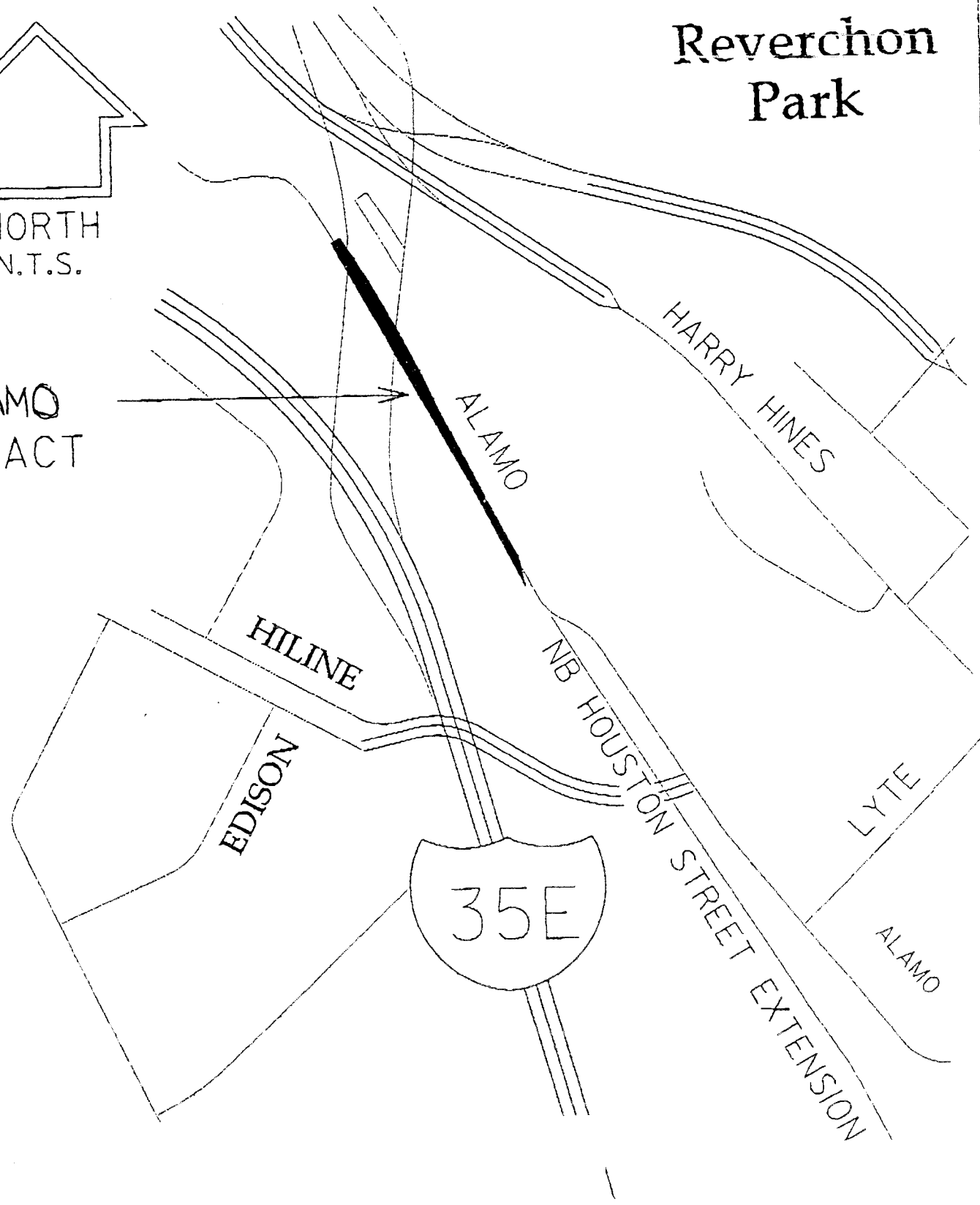


EXHIBIT B

DART
27,965 SQ.FT.