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June 16, 2008

Jorge Figueredo, Ph.D.
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North Texas Tollway Authority
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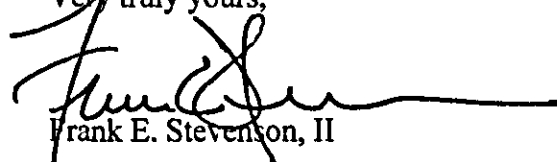
**Re: North Texas Tollway Authority – ILA with the City of Dallas for the
Eastern Extension of the Bush Turnpike (Lake Ray Hubbard Bridge)**

Dear Jorge:

I enclose one (1) original and one (1) copy of the referenced Interlocal Agreement for Eastern Extension of the PGBT.

If you have any questions or comments regarding this document, please do not hesitate to contact me.

Very truly yours,



Frank E. Stevenson, II

FES/rh
Enclosures

cc: Rick Herrington
Jeff Dailey
Athena Cole

ORIGINAL

**INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF DALLAS
REGARDING THE PROPOSED EASTERN EXTENSION
OF THE PRESIDENT GEORGE BUSH TURNPIKE**

(DNT-540)

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**INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF DALLAS
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OF THE PRESIDENT GEORGE BUSH TURNPIKE
(DNT 540)**

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**INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF DALLAS
REGARDING THE PROPOSED EASTERN EXTENSION
OF THE PRESIDENT GEORGE BUSH TURNPIKE
(DNT 540)**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS INTERLOCAL AGREEMENT (this "Agreement"), by and between the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority acting by and through its Board of Directors (hereinafter identified as the "Authority"), and the **CITY OF DALLAS**, a Texas home-rule municipality, acting by and through its duly elected City Council (hereinafter identified as "City"), is to be effective as of the 30th day of May, 2008 (the "Effective Date").

RECITALS

WHEREAS, the Authority is authorized to study, evaluate, design, acquire, construct, maintain, repair, and operate turnpike projects within the Counties of Dallas, Collin, Denton and Tarrant, pursuant to Chapter 366 of the Texas Transportation Code, as amended (the "Regional Tollway Authority Act"); and

WHEREAS, the Authority proposes to design, construct, and operate the President George Bush Turnpike (hereinafter referred to as, the "Turnpike") following the planned routes of SH 190 and SH 161 from its eastern terminus at SH 78 in eastern Dallas County to its western terminus at West Belt Line Road in the City of Irving; and

WHEREAS, the Authority has undertaken to conduct the necessary feasibility, environmental and other alignment studies for the possible easterly extension of the Turnpike, which has been proposed as a ten (10) mile roadway following the approximate route of old Loop 9 with a northern terminus of SH 78 and a southern terminus of IH 30 in the City of Garland (hereinafter, the "Eastern Extension"); and

WHEREAS, through its Mobility 2025: The Metropolitan Transportation Plan, 2004 Update, the North Central Texas Council of Governments, the metropolitan planning organization for north central Texas, identified the Eastern Extension as an integral element of its regional transportation plan for the eastern Dallas County area; and

WHEREAS, the Authority has retained Carter & Burgess, Inc. to serve as its consulting engineer (hereinafter, the "Consulting Engineer") to represent and assist the Authority in the evaluation, planning, design, review and coordination of the studies referenced above; and

WHEREAS, a portion of the Eastern Extension crosses Lake Ray Hubbard (the "Lake") which is owned and maintained by City, a political subdivision of the State of Texas with all of the authority and powers related thereto as prescribed by the laws of the State of Texas; and

WHEREAS, the Authority's Board of Directors resolved and adopted Resolution No. 03-82 on September 17, 2003 which recommended the "build alternative" for the Eastern Extension designated as "EIS #1" and, contingent upon federal approval of that alignment and the execution of the necessary funding agreements, authorized the Authority's Executive Director to proceed with the procurement of necessary engineering services to design the Eastern Extension; and

WHEREAS, City requested and the Authority has agreed to certain procedures regarding the design and construction of the Eastern Extension as it crosses the Lake; 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 City have determined that mutual benefits and advantages can be obtained by formalizing their agreement as to the design, construction, maintenance and operation of that portion of the Eastern Extension crossing the Lake; and

WHEREAS, the Authority and the Texas Department of Transportation ("TxDOT") have entered into that certain document styled "Eastern Extension to the President George Bush Turnpike, an Extension and Enlargement of the Dallas North Tollway System" dated as of December 5, 2007 (the "Project Agreement") by which TxDOT, at its sole cost, agreed to design and construct that portion of the Eastern Extension as it crosses the Lake; and

WHEREAS, the City has authorized the execution of this Agreement by Council Resolution No. 08-1425, duly resolved and adopted on May 14, 2008.

AGREEMENT

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

ARTICLE I. PROPOSED EASTERN EXTENSION STUDIES

A. THE STUDIES

The assessment of the feasibility of the Eastern Extension as a turnpike project consists of the preparation and evaluation of a series of feasibility, environmental and other alignment studies (collectively, the "Studies") directed by the Authority in accordance with the provisions

of the Regional Tollway Authority Act, the Authority's trust agreements and other documents relating to its outstanding debt obligations, the National Environmental Policy Act of 1969 ("NEPA"), as well as other agreements by which it is bound and other applicable federal and state statutes, laws and regulations. The Authority agrees to conduct the Studies that it deems necessary to determine its level of participation, if any, in the design, construction, funding and operation of the Eastern Extension. Except as otherwise provided in the concluding sentence of Section I.B., the Authority shall have the sole authority to determine (1) the nature and extent of the Studies, (2) the selection of engineers and other consultants retained to prepare or evaluate the Studies, (3) the terms of any agreements between the Authority and such engineers or other consultants pertaining to the Studies, and (4) the adequacy of the work product submitted by such engineers and other consultants. The Authority agrees to keep City reasonably informed of the progress and projected completion dates of the Studies, and shall furnish at least one bound copy and one electronic copy of any additional Studies applicable to Lake Ray Hubbard done by the Authority or its hired consultants. The Authority has provided City with one bound master copy and one electronic copy of the draft environmental impact statement (the "DEIS") and one bound copy of the final environmental impact statement (the "FEIS") prepared as part of the Studies. City may reproduce copies of the master and electronic documents, at its discretion, in whole or in part; however, the Authority shall not be responsible for the manner in which such reproduced material is subsequently used or distributed. If City desires additional copies of the DEIS, FEIS or any of the other Studies from the Authority, the Authority shall furnish such copies, provided that the City shall reimburse the Authority for its reproduction costs. At no charge to City, the Authority shall provide City with a final copy of the approved FEIS reevaluation document described in Section I.B.

B. ENVIRONMENTAL DOCUMENTS

The Authority agrees to pursue the completion of those Studies, designs, evaluations, proceedings and documents that are required to be submitted for environmental approval to TxDOT and the Federal Highway Administration ("FHWA") for the construction of the Eastern Extension as a controlled-access, four (4)- to six (6)- lane turnpike project connecting SH 78 to IH 30 through the Cities of Dallas, Garland, Rowlett and Sachse. On January 24, 2005, the Authority received the record of decision ("ROD") for the Eastern Extension and a reevaluation document was prepared to validate the ROD due to minimal design and right-of-way changes during the final design process. Except as provided below in Section V.C., the Authority shall prepare, or cause to be prepared by TxDOT pursuant to the Project Agreement, plans sufficient for the (1) acquisition of right-of-way, (2) relocation of utilities, and (3) construction of the facilities comprising the Eastern Extension. Notwithstanding anything to the contrary contained in this Agreement, to the extent that any of the Studies conducted show, in City's opinion, potential or actual adverse environmental or operational impacts upon Lake Ray Hubbard, City shall notify the Authority of such impacts and work with City to substantially remediate or eliminate potential or actual adverse environmental or operational impacts (at the sole cost of the Authority) to the reasonable satisfaction of City as well as of applicable State and Federal agencies.

C. INVESTMENT-GRADE FEASIBILITY STUDY

The Authority shall conduct, as part of the Studies, an investment-grade feasibility study to determine the feasibility of using turnpike revenue bond funding, alone or in combination with other funding sources, to finance the costs to design, construct and operate the Eastern Extension as a turnpike project. The investment-grade feasibility study may include traffic and revenue forecasts, a detailed engineering report and an investment and/or financing plan that evaluates

the Eastern Extension as a turnpike project. The Authority shall conduct these evaluations, as well as such other analyses as may be deemed appropriate by the Authority, at its sole expense.

ARTICLE II.

SCHEMATIC, DESIGN AND CONSTRUCTION OBLIGATIONS

A. THE SCHEMATIC; THE BRIDGE

The Authority has prepared, and City has reviewed and accepted the federally approved schematic (the "Schematic") attached hereto as Exhibit A and incorporated herein for all purposes, pertaining to the construction on and across the Lake, which is City-owned property, of a vehicular bridge with all related approaches, ramps, columns, decking and other features (the "Bridge").

B. DESIGN OF THE BRIDGE; THE PLANS

As provided above, TxDOT shall be responsible for the timely development of the plans, specifications, and estimates for the Bridge in accordance with the terms of the Project Agreement. The Authority shall provide Dallas Water Utilities ("DWU"), acting on behalf of City, with two (2) complete sets of half-scale prints of engineering plans and drawings prepared by TxDOT pursuant to the Project Agreement at sixty percent (60%) and ninety-five percent (95%) completion, which shall be prepared in a manner consistent with the Schematic. The Authority also shall provide DWU, acting on behalf of City, with relevant maps, environmental assessments, manuals, and similar materials pertaining to the design and construction of the Bridge prepared by TxDOT pursuant to the Project Agreement. The Authority or TxDOT shall accomplish all necessary contact with each of the City's Departments participating in the review of the design of the Bridge. City (including DWU and the identified Departments) shall provide its comments to the Authority and TxDOT in a timely, comprehensive and clear manner; City shall fully cooperate with the Authority, TxDOT, and their consultants in expediting the review

and approval process. City may comment on any feature or aspect of the design or construction of the Bridge, but may withhold its approval thereof only with respect to substantive and non-aesthetic matters for which the City's objection has a demonstrated engineering basis indicating that the applicable feature or aspect, unless modified as the City requests, will adversely affect the safe and efficient operation of the Lake. Once City approves the design of the Bridge, the applicable plans, specifications and drawings shall thereafter be identified as the "Plans." Thereafter, if the Authority desires (or is instructed by TxDOT, FHWA or the U.S. Army Corps of Engineers [the "USACE"]) to make any material modifications to the Plans, such modifications shall be subject to City's prior review and approval, such approval not to be unreasonably withheld or delayed. A "material" modification shall be any change that is not of a purely aesthetic or cosmetic nature and that (a) affects the design of the Bridge's concrete traffic rail intended to prevent vehicles from falling into the Lake due to accidents or other vehicle failures, (b) removes or modifies any feature or aspect of the Plans required under this Agreement so as to place the Authority in breach of that requirement under this Agreement, or (c) affects the height, width, clearance or column spacing of the Bridge. The "Plans" shall include from time to time all non-material modifications later effected by the Authority or TxDOT and all material modifications subsequently approved by City.

C. TEMPORARY LICENSE

By execution of this Agreement, City grants to the Authority a temporary revocable license to use City's property immediately adjacent to and across Lake Ray Hubbard for the purposes and in accordance with the terms and conditions stated in this Agreement, until all temporary and permanent easements required for the Bridge project are conveyed by City to the Authority. Construction activity shall not commence on the licensed area or on any temporary or permanent easement until the Authority has submitted all information required under this

Agreement to City for review and such information is approved (if and as required under this Agreement) and has complied with all applicable requirements of this Agreement in regard to the design and construction of the Bridge.

D. CONSTRUCTION OF THE BRIDGE, GENERALLY

The construction of the Bridge shall be accomplished by TxDOT, at no cost to City, in compliance with (1) the Plans and (2) all laws, rules, regulations and permits from the USACE and any State agencies applicable to said construction and otherwise binding on the Authority. Upon completion of construction, the construction contractor(s) retained by TxDOT to construct the Bridge (whether one or more, the "Contractor") shall return all affected City-owned property to at least as good condition as existed prior to the commencement of that construction.

E. REQUIRED CONTRACTOR INSURANCE AND INDEMNITY

The Authority, working with TxDOT, shall cause the contract with the Contractor (the "Construction Contract") to require the Contractor to procure and keep in full force and effect throughout the construction of the Bridge the insurance described on Exhibit B attached hereto and incorporated herein for all purposes (the "Insurance"). The Insurance shall name City as an additional insured. Solely for purposes of the insurance requirements of this Subsection, City shall be considered a third party beneficiary only as to the insurance and indemnity provisions of the Construction Contract; City reserves the right to enforce the insurance requirements of Exhibit B and the indemnity stated below against both the Authority and the Contractor. The Construction Contract shall require the Contractor to provide a copy of the certificate(s) of insurance evidencing the coverage of the Insurance to the Authority and DWU. Additionally, the Construction Contract shall require the Contractor to agree to the following indemnity:

"CONTRACTOR EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY AND HOLD THE AUTHORITY, ITS OFFICERS, AGENTS AND

EMPLOYEES, AND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR THE FOLLOWING: (I) PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THE CONSTRUCTION CONTRACT OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, ASSOCIATES, OR EMPLOYEES, IN THE PERFORMANCE OF THIS CONSTRUCTION CONTRACT, EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS CLAUSE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY OR THE AUTHORITY, THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CONTRACTOR, CITY, AND THE AUTHORITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY OR THE AUTHORITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW; AND (II) A VIOLATION OF ANY STATE, FEDERAL, OR LOCAL ENVIRONMENTAL LAWS, RULES, PERMITS, OR REGULATIONS THAT CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS, COMMITS IN THE COURSE OF PERFORMANCE OF THE CONSTRUCTION CONTRACT FOR THE EASTERN EXTENSION, ALONG WITH ANY ASSOCIATED CIVIL, ADMINISTRATIVE, OR CRIMINAL FINES, COSTS, PENALTIES, REMEDIATION COSTS OR OTHER RELATED EXPENSES INCURRED OR IMPOSED AS A DIRECT OR INDIRECT RESULT OF SUCH VIOLATIONS, REGARDLESS OF WHO IS RESPONSIBLE FOR CAUSING SUCH VIOLATIONS. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED AS WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF CITY,

THE AUTHORITY, AND CONTRACTOR AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.”

F. WATER QUALITY

1. **Erosion Protection and Other Water Quality Issues.** The Lake serves as a water supply lake for the City and nineteen (19) other municipalities. The Construction Contract shall require that:

- (a) the Contractor provide adequate erosion protection, as well as to take other measures as necessary to protect the water quality and to avoid siltation of the Lake, including but not limited to the obtaining of all required general or project-specific water quality permits from all applicable Federal and State agencies, the furnishing of air and storm water pollution prevention or mitigation plans to DWU and City’s Office of Environmental Quality, and obtaining an erosion control permit from DWU,
- (b) any placement, filling, and discarding of material in the Lake receive prior approval from DWU,
- (c) a staging area and parking area for work boats and barges be established and coordinated by the Contractor with DWU, and
- (d) usage of water for cement operations receive prior approval by DWU, subject to any approvals required by the Texas Commission on Environmental Quality.

2. **Containment System.** The protection of the water quality of the Lake is an important issue for the parties to this Agreement, and the Authority has worked with DWU to assure compliance with all applicable local, state and federal regulations and ordinances. The design of a Stormceptor® system similar to the system used for the Authority’s Lake Lewisville

Toll Bridge project will be incorporated into the plans for the Bridge. The implementation and subsequent maintenance of this system will address the issue of storm water runoff and constitute best management practices in the design plan and maintenance processes. An oil and debris stop device will be used as part of the storm water drainage system to retain the accumulated oil, floating debris and settled solids, and allow storm water to exit the junction box through an outlet pipe directly into the Lake. Rock rip-rap will be placed beneath the structures outside of the normal pool elevation to prevent erosion. The devices will be maintained at intervals recommended by the manufacturer. The method of cleaning includes removing the contents of the devices. The Authority's Maintenance Department will assume the cleaning and maintenance responsibilities related to the Stormceptor system.

3. **Spills and Storm Water.** The Authority shall promptly notify DWU, and comply with all other notification requirements otherwise applicable to it, upon the Authority receiving notice of any discharge or release during construction of a reportable quantity of a material identified by law or regulation as a "hazardous substance." Fuel tanks used during construction will have secondary containment in the form of dikes or berms to prevent spills or washout from rainfall. The Authority shall seek to have TxDOT comply with all storm water laws and regulations applicable to the Authority or TxDOT during construction. For purposes of this paragraph, a "reportable quantity" of fuels, oils, motor liquids, and construction industrial wastes/hazardous substances means at least one gallon has been discharged or released.

4. **Required Cleanup Contacts and Related Matters.** The Construction Contract shall require that:

- (a) the Contractor comply with City's Spill Prevention Plan contained in Exhibit C, attached to and made a part of this Agreement;

- (b) in order to carry out the purposes of the Spill Prevention Plan requirements described above, the Contractor retain a company that is appropriately trained in responding to spills of solid and industrial waste and hazardous substances (the "Response Company") in the event of a spill during construction,
- (c) the Response Company's response time be no greater than two (2) hours,
- (d) the Contractor provide DWU with the name, address, contact person, and phone number for the Response Company, and
- (e) in addition to the Response Company, the Contractor maintain throughout construction a reasonably adequate on-site inventory of absorption and other cleanup materials to contain and respond to spillage that will materially and adversely impact water quality.

G. BOATER AND PUBLIC SAFETY

The Construction Contract shall require the Contractor to:

- (a) establish and implement all reasonable measures to address boater and public safety on construction equipment and the construction site, as well as with respect to boat traffic under the Bridge during construction, including warning signs and buoys, and
- (b) to prepare a reasonably suitable boater traffic plan to be submitted to DWU for approval prior to commencement of construction, and promptly notify the Dallas Police Department and the Authority in the event of any type of incident or situation resulting from the construction of the Bridge that results in injury, death, or other material damage or which materially and adversely affects boater and public safety.

H. SECURITY

The Construction Contract shall require the Contractor to:

- (a) take all reasonable and customary steps to implement adequate security measures for all equipment, fuels, structures, and materials on the surface of the Lake and on the shore area, including but not limited to physical security, fencing, anchoring, and warning signs;
- (b) perform adequate security checks of the construction area, staging site, and equipment during off-hours, weekends, and holidays, and
- (c) prepare a reasonably detailed, written security plan to be submitted to DWU.

I. CITY INSPECTION PROCESS

City may make suitable inspections of the construction of the Bridge to confirm that construction complies with the Plans and the other requirements of this Agreement. City will promptly notify the Authority and TxDOT of any alleged failure or noncompliance. City and the Authority desire that City's inspections be accomplished in a professional, efficient, and fully collaborative manner, and will use its best efforts to fully address any conditions or events that arise which are adverse to that end. City will be allowed to observe the construction upon reasonable prior notice to the Authority and TxDOT, provided the observation does not interfere with the work being performed by the Contractor. Consistent with the Authority's and TxDOT's responsibility to supervise and inspect all construction work for the Bridge and to lessen the possibility of conflicting directives and resulting delays, City shall communicate all comments regarding the construction to the Authority and TxDOT only, and shall not redirect or manage construction workers or site activities. Without limiting the foregoing, any questions from or other communication by City regarding insurance required under this Agreement, its proper

maintenance, or the filing of any claim shall be directed to the Authority's "Eastern Extension Corridor Manager" in care of the address set forth in Section V.H.

J. THE AUTHORITY AND THE CITY CONTACT INFORMATION

The Authority shall, or cause TxDOT to, provide City, and thereafter keep updated, a list of the names, titles, office phone numbers, mobile numbers, pager numbers, email addresses and after-hours pager numbers of the Contractor's (once the Contractor is identified), the Authority's, and TxDOT's construction and project personnel to be contacted by City for general inquiries and emergencies that may occur during work hours, after-hours, weekends and holidays while construction of the Bridge is ongoing. Identical information for City's personnel shall be provided and kept updated by the City. A preliminary list of the Authority's, TxDOT's and the City's contact information is set forth on Exhibit D, attached to and made a part of this Agreement for all purposes.

K. GENERALLY ACCEPTED STANDARDS

Whenever this Agreement requires City, the Authority, TxDOT or the Contractor to prepare, implement, approve or take any other action regarding a plan, security or safety measure or similar matters, each party shall perform its obligations in a reasonable good faith manner. Plans, measures, and similar matters that comply with generally accepted design, engineering haz-mat safety and/or other standards, procedures and practices (as applicable) shall be presumed reasonable and acceptable with respect to the subject matter of this Agreement. Without limiting the foregoing, any applicable TxDOT standards, procedures and practices (or City standards, procedures, and practices, when the issue involves water quality or public safety of persons using the Lake or when TxDOT has no standards, procedures, or practices governing the particular issue) shall be utilized to resolve any disagreements as to the adequacy of any plan, measure or similar matter.

ARTICLE III. PROPERTY ACQUISITIONS

Subject to applicable state law governing the conveyance of interests in land, City shall dedicate, or cause to be dedicated, to the Authority, at no cost to the Authority, all property and/or property interests (including, but not limited to, rights-of-way, easements [including temporary construction and access easements] and other interests) that are reasonably required for the construction of the Bridge and which are owned by City. Without limiting the foregoing, City shall dedicate and assign, and does hereby agree to dedicate and assign, to the Authority all of City's street and roadway easements and similar interests in property necessary or convenient for the construction, maintenance and operation of the Bridge and generally indicated on the Schematic. Pursuant to the foregoing, City agrees to grant to the Authority, within ninety (90) days following the complete execution of this Agreement, a permanent easement to the parcels of land described in Exhibit E, pursuant to the form of easement agreement attached hereto as Exhibit F. Both Exhibit E and Exhibit F are incorporated herein for all purposes. Further, City does hereby release any leasehold or similar interest that it holds with respect to any property owned in fee by City that is required for the Bridge in the vicinity of the Lake and as generally indicated on the Schematic, said release to be effective, without any additional action by City, upon the granting of rights to that right-of-way to the Authority by City; provided, however, that the Authority shall pay any compensation required to be paid to a third party, if any, in order for the foregoing release to be effective.

ARTICLE IV.
MAINTENANCE AND THE DESIGN PROCESS

A. THE CITY'S RESPONSIBILITIES

Except for the express responsibilities of the Authority set forth in this Agreement with respect to the Lake, City has the responsibility to operate, maintain, police, regulate, and provide public safety functions for the Lake and City's other property and property interests. Those responsibilities shall be performed at the sole cost and expense of the City. Without limiting the foregoing, the Authority acknowledges that the Lake has a primary function as a water supply lake and, consequently, is subject to water level fluctuations. City makes no representations and provides no assurances to the Authority, TxDOT, or the Contractor regarding the maintenance of constant water levels on the Lake.

Except as otherwise expressly provided in this Agreement, City acknowledges and agrees that the Authority, TxDOT and the Contractor shall have no responsibility or obligation to operate, maintain, police, regulate, or provide public safety functions for the Lake.

B. THE AUTHORITY'S RESPONSIBILITIES

In addition to its express responsibilities set forth in this Agreement with respect to the Lake, the Authority, subsequent to completion of TxDOT's construction of the Bridge, has the responsibility to operate, maintain, police, regulate and provide public safety functions for the Bridge. Those responsibilities shall be performed at the sole cost and expense of the Authority. The Authority acknowledges and agrees that City shall have no responsibility or obligation to operate, maintain, police, regulate or provide public safety functions for the Bridge. Notwithstanding the foregoing, City shall serve as the first responder for fire, emergency medical service and haz-mat responses for the Bridge, or shall arrange with another municipality to

undertake all or some of those roles; City shall notify the Authority in writing if and to the extent such first responder roles have been assumed by another municipality.

C. AESTHETIC TREATMENTS

On June 18, 2003, the Authority's Board of Directors passed Resolution No. 03-57, "A Resolution of the North Texas Tollway Authority Approving the Adoption of System-Wide Design Guidelines for the Dallas North Tollway System" to promote continuity in the implementation of aesthetic treatments along the Authority's existing and future facilities. Aesthetic treatments to be installed by TxDOT or the Authority in the initial construction of the Bridge shall be evaluated and determined in accordance with the foregoing guidelines, as they may be amended. The determination of whether to implement any aesthetic modifications, enhancements or upgrades shall be at the sole discretion of TxDOT and the Authority. For purposes of this Agreement, aesthetic treatments shall mean any aspect of or enhancement to the Bridge that is not essential to the function or operation of the applicable structure or facility.

ARTICLE V. GENERAL PROVISIONS

A. TERM OF AGREEMENT

The term of this Agreement shall begin on the Effective Date and end on the earlier to occur of (1) the complete performance by the parties hereto of all provisions of this Agreement; or (2) the determination by the Authority of the non-feasibility of the Eastern Extension or other termination by the Authority pursuant to Section V.C. The easements granted under Article III of this Agreement shall survive termination of this Agreement, unless this Agreement is terminated pursuant to Section V.C or the easements are otherwise abandoned in writing by the Authority on its own initiative or at the request of City.

B. MUTUAL SUPPORT

City acknowledges its approval of and support for the Authority's and/or TxDOT's financing, design, construction, operation and maintenance of the Eastern Extension as a turnpike project within the corporate limits of City and agrees to take all actions reasonably requested by the Authority which are consistent with this Agreement in furtherance of the purposes of this Agreement, subject to the limitations imposed upon City by its City Charter and the Constitution and general laws of the State of Texas. Unless and until the Authority determines that the design, construction and operation of the Eastern Extension as a turnpike project is not feasible, the City shall not advance any alternative to or conflicting or competing proposal for the development of the Eastern Extension. City agrees to support the Authority in the necessary environmental clearance and permitting review processes by providing such information as may be requested by the Authority, TxDOT, FHWA, the USACE or the Texas Commission on Environmental Quality from time to time with regard to the Studies generally. The Authority agrees to coordinate and conduct the necessary public hearings and public participation efforts required to initiate and complete the Eastern Extension, and shall, to the greatest extent feasible, notify City at least sixty (60) days in advance of the date and time of any public hearing or public participation activity scheduled by the Authority. The parties shall make every reasonable effort to maintain communication with the public and the other party's representatives regarding the progression of the Eastern Extension review processes and plans. In addition, City agrees to assist and join the Authority in obtaining and performing under the various approvals, permits and agreements required of the applicable governmental entities and agencies, whether federal, state or local, regarding the Eastern Extension.

C. ELECTION TO PROCEED AND RELIANCE

Notwithstanding any other provision of this Agreement, the Authority, in its sole judgment, shall determine whether it is feasible to design, finance, construct, operate and maintain the Eastern Extension as a turnpike project. City acknowledges that unless and until said feasibility is established and accepted by the Authority's Board of Directors, this Agreement creates or imposes no obligations on the Authority with respect to the design, construction, operation and/or maintenance of the Eastern Extension, and the Authority makes no representations with respect thereto. Should the Authority determine that the Eastern Extension is not feasible or otherwise determines not to proceed with the evaluation, design and construction of the Eastern Extension for any reason, the Authority shall promptly notify the City in writing. In such event, this Agreement shall terminate, and the Authority shall not incur any additional obligations or expenses regarding the Eastern Extension. Nothing contained in this Section V.C. shall be construed, however, as modifying or conflicting with the Authority's commitment to evaluate the feasibility of the Eastern Extension in accordance with this Agreement.

D. CONTROL OF AUTHORITY FACILITIES, OPERATIONS AND NON-APPLICABILITY OF CERTAIN CITY CODES

City acknowledges and agrees that the Authority is not subject to the various zoning, building and development codes and/or ordinances promulgated and enforced by City, and that it shall not assess against the Authority any development, impact, license, zoning, permit, building, connection or construction fee, charge or penalty of any kind with respect to the construction, maintenance or operation of the Eastern Extension; provided, however, that the Authority agrees that it will comply with Article VI, *Lake Ray Hubbard*, of Chapter 32, Dallas City Code governing Lake Ray Hubbard as an additional express term and condition of this Agreement,

except to the extent that provisions of that Article conflict with the Authority's authorization to construct and operate the Bridge in accordance with the terms of this Agreement or applicable State or Federal law. The parties are subject to certain federal regulations, in particular those related to the Clean Air and Clean Water Acts, which may affect the Authority and its contractors in their performance of this Agreement. City acknowledges that as a result of federal and/or state regulations, or other construction schedules, TxDOT and/or the Contractor may be required to perform construction activity at night or twenty-four (24) hours a day. The Authority shall use reasonable efforts to notify City of any planned night or 24-hour work. City agrees to give its full cooperation to accommodate such activity, including providing support for notifying the public.

E. RELATIONSHIP OF THE PARTIES; NO JOINT ENTERPRISE

Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or by any third party as creating, (1) the relationship of principal and agent, partnership or joint venture among City, the Authority and/or TxDOT, or (2) a joint enterprise among City, the Authority, TxDOT and/or any other party. Without limiting the foregoing, the purposes for which City and the Authority have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the parties hereto.

F. NO LIABILITY; MUTUAL RESPONSIBILITY

The provisions of this Agreement are for the sole benefit of City, the Authority, and TxDOT, and their respective officers, agents, consultants, contractors and employees. Nothing in this Agreement shall be construed to make any other person or entity a third party beneficiary to the provisions of this Agreement, whether as a result of any alleged personal injury or property damage arising out of the Eastern Extension evaluation, design, or construction or as a

result other activity by any party under this Agreement. The Authority and TxDOT assume no liability under this Agreement arising out of or resulting from City's operation, policing, regulation, maintenance, or repair of the lake or the Lake's operational facilities. City assumes no liability under this Agreement for the construction, operation, maintenance, or repair of the Eastern Extension by the Authority, TxDOT, or its respective employees, agents, consultants, contractors, or independent contractors. The parties agree that each party is not an agent of the other party and that each party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its respective officers, agents or employees in conjunction with the performance of this Agreement, without waiving any governmental or sovereign immunity available to each party under Texas law and without waiving any defenses of each party under Texas law. Nothing in this Agreement shall be construed as waiving any rights which may be asserted by each party under this Agreement, including but not limited to the aforementioned sovereign or governmental immunity.

G. NOTICE OF CONTRACT CLAIM

This Agreement is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. The Authority shall comply with the requirements of this ordinance as a precondition of any claim relating to this Agreement, in addition to all other requirements in this Agreement related to claims and notice of claims.

H. 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 (1) when delivered in hand, (2) one (1)

business day after being deposited with a reputable overnight air courier service, or (3) 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 City:

By Mail, Hand Delivery or Courier:

City of Dallas
Attn: Mary K. Suhm, City Manager
1500 Marilla Street - Room 4/e/North
Dallas, Texas 75201-6390

In the case of the Authority:

By Hand Delivery or Courier:

North Texas Tollway Authority
Attn: Jorge Figueredo, Ph.D., Executive Director
5900 W. Plano Parkway, Suite 100
Plano, Texas 75093

By Mail:

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

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.

I. 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 City nor the Authority shall assign, sublet or transfer their respective interests in this

Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

J. SEVERABILITY

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

K. WRITTEN AMENDMENTS

Any change in the agreements, terms 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 City and the Authority.

L. LIMITATIONS

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

M. SOLE BENEFIT

This Agreement is entered into for the sole benefit of City and the Authority and their respective successors and permitted assigns. Except as otherwise explicitly provided with respect to TxDOT's rights and obligations under this Agreement and the Project Agreement to design and construct the Bridge, 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.

N. 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 City and the Authority, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

O. GOVERNING LAW; VENUE

The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state. Exclusive venue for any legal actions arising under this Agreement shall be in Dallas County, Texas.

P. 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.

Q. WAIVER

No delay or omission by either party to exercise any right or power under this Agreement shall impair such right or power or be construed as a waiver thereof. A waiver by either of the parties of any breach of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any subsequent or successive breach of any other covenant, condition, or agreement contained in this Agreement.

R. ENTIRE AGREEMENT

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both City and the Authority, superseding all oral or written previous and contemporary agreements between City and the Authority relating to matters set forth in this Agreement. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement. Except as otherwise provided elsewhere in this Agreement, this Agreement cannot be modified without written supplemental agreement executed by both City and the Authority.

S. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and shall constitute one single agreement between the parties. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

T. HEADINGS

The article and section headings used in this Agreement are for reference and information only, and shall not alter the substance of the terms and conditions of this Agreement.

U. PERFORMANCE BY TxDOT

In order to facilitate TxDOT's performance of its responsibilities under the Project Agreement for the design and construction of the Bridge, this Agreement explicitly indicates that certain rights provided the Authority under this Agreement are also fully exercisable by TxDOT, provided that all corresponding obligations are performed by either TxDOT or the Authority as provided in this Agreement and reasonable advance written notice is provided by the Authority to City that TxDOT will be exercising the rights in question. City shall promptly provide to

TxDOT and/or the Contractor written confirmation of those rights when requested by the Authority.

[Remainder of page intentionally left blank]

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

CITY OF DALLAS,
a Texas municipal corporation

By: _____

Mary K. Suhm
City Manager

APPROVED AS TO FORM:

Date: _____

Thomas P. Perkins, Jr.
City Attorney

BY _____

Lawrence G. Scaff
Assistant City Attorney

~~Assistant to City Attorney~~

ATTEST:

Ruby Franklin
Secretary

NORTH TEXAS TOLLWAY AUTHORITY

By: _____

Jorge Figueredo, Ph.D.,
Executive Director

Date: _____

APPROVED AS TO FORM:

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

By: _____

Frank E. Stevenson, II

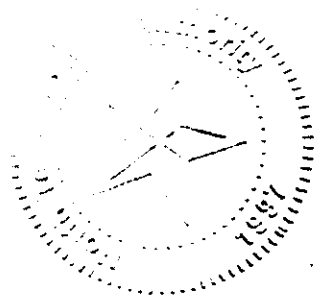
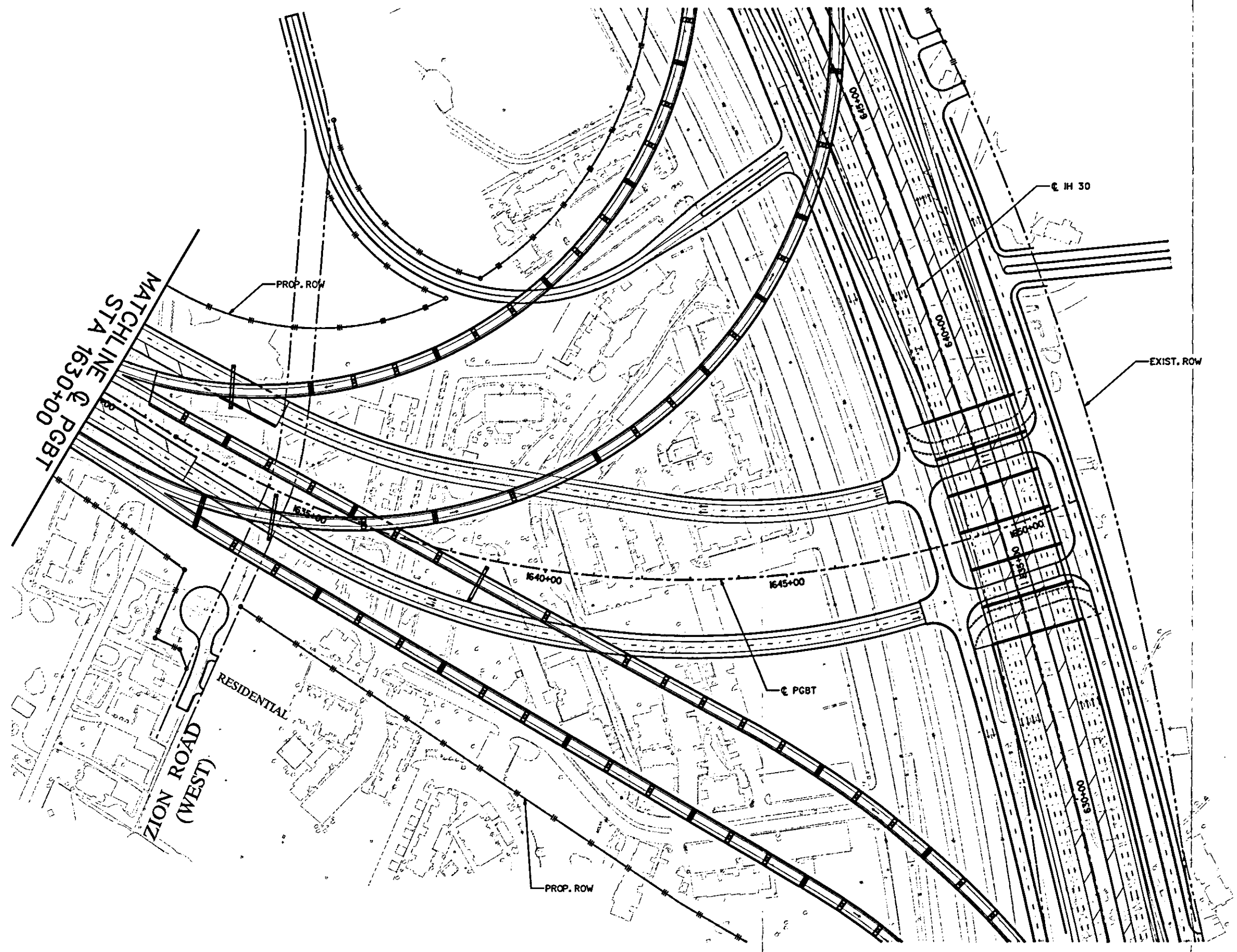
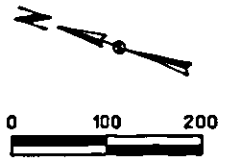


EXHIBIT A

THE SCHEMATIC

[See Following Pages]



LEGEND

	Main Lane
	Frontage Road/Cross Street
	Ramp
	Bridge Structure
	Existing ROW
	Proposed ROW
	Proposed Centerline
	Control of Access
	Proposed Retaining Wall
	Proposed Noise Wall

PRELIMINARY DESIGN CONCEPTS
FOR DISCUSSION PURPOSES ONLY

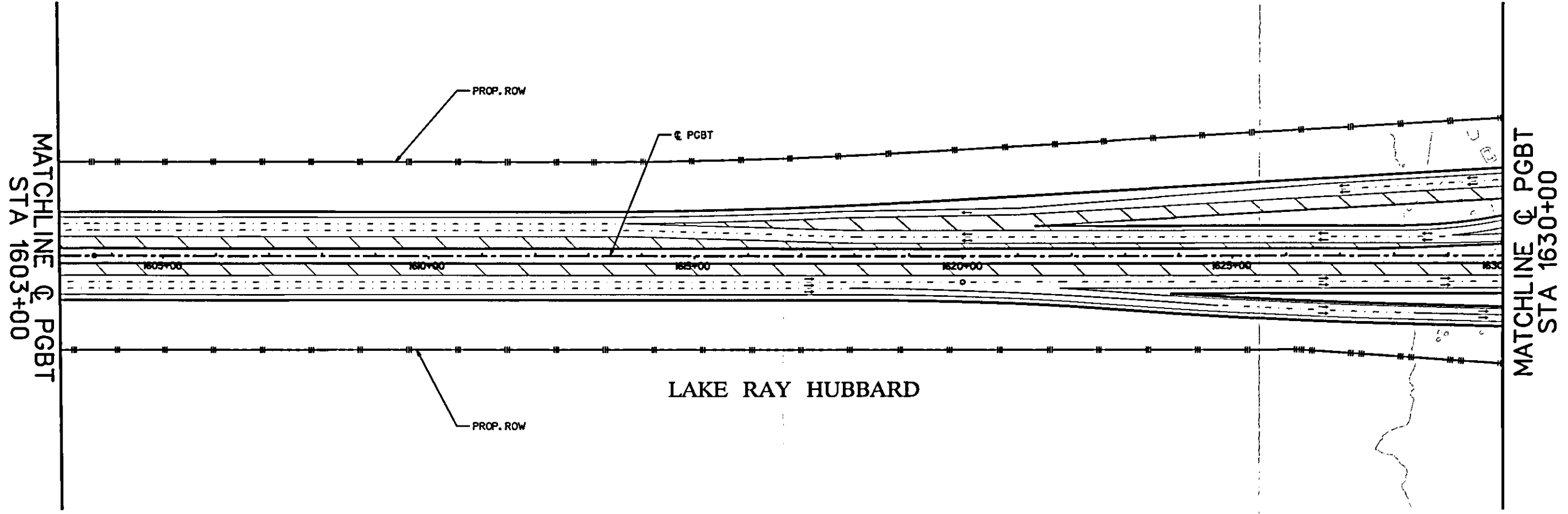
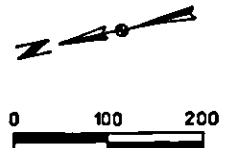


PGBT EASTERN EXTENSION
ILA EXHIBIT "A"

SHEET 3 OF 3

HNTB HNTB Corporation
The HNTB Companies
Engineers, Architects, Planners

DESIGNED BY	HNTB	DATE	12/6/07
CHECKED BY	HNTB	DATE	12/6/07



LEGEND	
	Main Lane
	Frontage Road/Cross Street
	Ramp
	Bridge Structure
	Existing ROW
	Proposed ROW
	Proposed Centerline
	Control of Access
	Proposed Retaining Wall
	Proposed Noise Wall

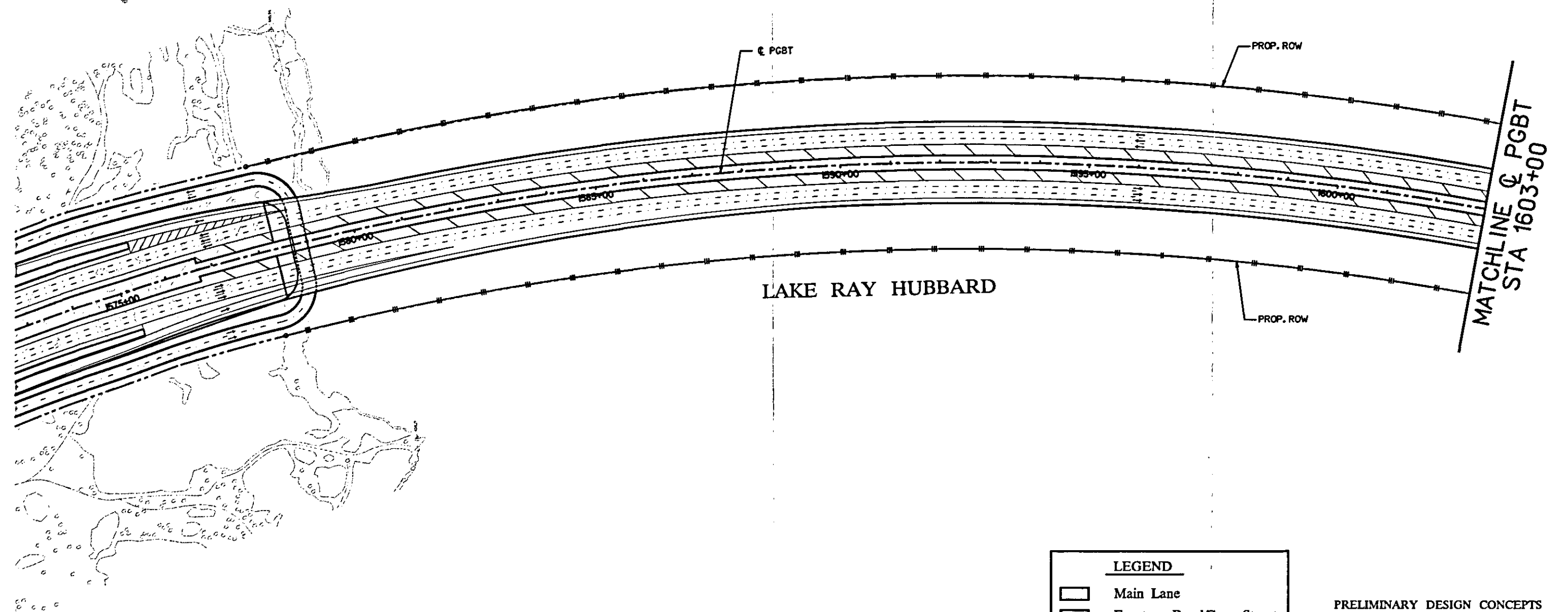
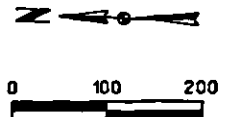
PRELIMINARY DESIGN CONCEPTS
FOR DISCUSSION PURPOSES ONLY



PGBT EASTERN EXTENSION
ILA EXHIBIT "A"

SHEET 2 OF 3

HNTB <small>HNTB Corporation The HNTB Companies Engineers Architects Planners</small>	
DESIGNED: HNTB DATE: 12/6/07	REVIEWED: HNTB DATE: 12/6/07



LEGEND	
	Main Lane
	Frontage Road/Cross Street
	Ramp
	Bridge Structure
	Existing ROW
	Proposed ROW
	Proposed Centerline
	Control of Access
	Proposed Retaining Wall
	Proposed Noise Wall

PRELIMINARY DESIGN CONCEPTS
FOR DISCUSSION PURPOSES ONLY

NTTA
NORTH TEXAS TOLLWAY AUTHORITY

PGBT EASTERN EXTENSION
ILA EXHIBIT "A"

SHEET 1 OF 3

HNTB HNTB Corporation
The HNTB Companies
Engineers Architects Planners

DRAWN HNTB	DATE 12/6/07	DESIGNED HNTB	DATE 12/6/07
CHECKED HNTB	DATE 12/6/07		

EXHIBIT B

INSURANCE

[The City's Insurance Requirements to be Provided]

EXHIBIT C

SPILL PREVENTION AND RESPONSE PLAN

Spill Prevention Plan. At least seventy-two (72) hours prior to commencing performance of any of the Work at the Project site, the Contractor shall submit to City for review and approval a Spill Prevention and Response Plan (SPRP) meeting the requirements of federal and state law, rules, and regulations. The SPRP shall be specially designed for the Contractor's planned work methods and procedures. The SPRP shall be designed to complement all applicable safety standards, fire prevention regulations, and pollution prevention policies and procedures. The SPRP shall include estimates of the quantity and rate of flow should equipment fail, and detail containment or diversionary structures to prevent spills from leaving the site or migrating into adjacent properties or navigable waters. The SPRP shall include methods of recovery of spilled materials and all applicable twenty-four (24) hour emergency phone numbers, including without limitation that of City's designated representative. The Contractor shall not commence any field work prior to approval of the SPRP by City, which approval shall not be unreasonably withheld or delayed. The following additional rules shall apply with respect to spills caused by the Contractor or any of the Contractor's subcontractors:

- (1) The Contractor shall immediately (upon having knowledge thereof) report any spill at the Project site, whether or not it is associated with the Contract, to City's designated representative. Thereafter, within two (2) working days after the occurrence of such event, the Contractor shall submit a written report describing such event in a degree of detail reasonably acceptable to City.
- (2) The Contractor shall immediately respond in accordance with the SPRP in the event of a spill, in no event later than two (2) hours after having knowledge that the spill occurred.
- (3) The Contractor shall dispose of spilled materials in accordance with EPA and Texas Commission on Environmental Quality (TCEQ) regulations and any other applicable federal, state, or local laws, rules, or regulations. In connection with such disposals, the Contractor shall use only those transporters and disposal facilities that are approved in advance in writing by the City, such approval not to be unreasonably withheld or delayed. A copy of all transport manifests for the spilled materials shall be obtained and retained in the Contractor's records for reference purposes, to be provided upon request of the City, or any governmental regulatory agency with jurisdiction over the matter. **ALL COSTS OF COLLECTION, CONTAINMENT, AND DISPOSAL OF SPILLED MATERIALS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.**
- (4) For purposes of this Exhibit C, the term "spill" includes any kind of environmental discharge or release.

EXHIBIT D

**PRELIMINARY CONTACT INFORMATION
FOR THE AUTHORITY, TXDOT, AND THE CITY**

CONTACT INFORMATION FOR THE AUTHORITY

CONTACT	OFFICE TELEPHONE NO.	24-HOUR TELEPHONE NO.
Pat Ellis, NTTA Corridor Manager for PGBT Eastern Extension	972-661-5626	

CONTACT INFORMATION FOR TXDOT

CONTACT	OFFICE TELEPHONE NO.	24-HOUR TELEPHONE NO.
Paul Williams	214-320-6240	

CONTACT INFORMATION FOR THE CITY

CONTACT	OFFICE TELEPHONE NO.	24-HOUR TELEPHONE NO.
Rene Caraveo, Reservoir Manager	214-670-8658	214-670-0920
Jimmy Baxter Reservoir Supervisor	214-243-1533 or 214-243-1539	214-670-0920
Terry Hodgins, Watershed Supervisor	214-670-0915	214-670-0920
Operations Office	214-670-0920 (Ask them to contact DWU Representatives.)	
Dallas Police (Lake)	214-670-4415	214-670-4415
Dallas Storm Water	214-948-4022	Call 311 4

EXHIBIT E

LEGAL DESCRIPTIONS OF EASEMENT PROPERTIES

[See Following Pages]

EXHIBIT "A"

County: Dallas
Highway: IH 30 Interchange at PGBT in Garland
R.O.W. CSJ: 0009-11-214

Page 1 of 8
October 8, 2007

Description for Parcel 4(AE)

BEING a 44.14 Acres tract of land in the John D. Alston Survey, Abstract No. 7, Rebecca Bateman Survey, Abstract No. 89, and the James Loving Survey, Abstract No. 840, City of Dallas, Dallas County, Texas, and being part of tracts of land described in Deeds to the CITY OF DALLAS, TEXAS, as recorded in Volume 67047, Page 654, Volume 67047, Page 792, and Volume 67240, Page 1308 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said 1,922,590 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a found concrete monument with brass disk stamped, "City of Dallas K4-1" located on the south line of a tract of land described in Confirmation Warranty Deed to CITY OF DALLAS, TEXAS dated March 2, 1967, as recorded in said Volume 67047, Page 654, D.R.D.C.T., said corner being the east corner of a tract of land described in Warranty Deed with Vendor's Lien to Barry K. Knezek and Robert W. Clark, dated May 31, 2001, as recorded in Volume 2001111, Page 6559, D.R.D.C.T., same being the east corner of Lot 1, Block B of Richard J. Taylor Subdivision No. 2, an addition to the City of Garland as recorded in Volume 76062, Page 489, D.R.D.C.T., said corner also being on the north right-of-way line of Zion Road (variable width);

THENCE North 86 degrees 14 minutes 22 seconds West, departing said north right-of-way line and along the common line between said CITY OF DALLAS tract and said Richard J. Taylor Subdivision No. 2, a distance of 308.43 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the POINT OF BEGINNING for the intersection of the easterly aerial easement line of proposed President George Bush Turnpike with said common line;**

- 1) THENCE North 86 degrees 14 minutes 22 seconds West, continuing along said common line, passing at a distance of 175.39 feet a 3/8-inch found iron rod for the northwest corner of said Lot 1, Block B, and the northeast corner of Lot 1, Block A of the Replat of Richard J. Taylor Subdivision, an addition to the City of Garland as recorded in Volume 82069, Page 992, D.R.D.C.T., and continuing along the common line between said CITY OF DALLAS tract and said Lot 1, Block A for a total distance of 266.10 feet to a found concrete monument with a brass disk stamped "City of Dallas K4-2" for an angle point;
- 2) THENCE North 80 degrees 11 minutes 52 seconds West, continuing along said common line, passing at a distance of 213.33 feet the northwest corner of said Lot 1, Block A, and the northeast corner of Lot 2, Block A, of said Replat of Richard J. Taylor Subdivision, and continuing along the common line between said CITY OF DALLAS tract and said Lot 2, Block A for a total distance of 235.66 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of the westerly aerial easement line of said proposed President George Bush Turnpike with said common line, said point also being the beginning of a Control of Access Line;**
- 3) THENCE North 16 degrees 36 minutes 17 seconds East, departing said common line and crossing said CITY OF DALLAS tracts along the westerly aerial easement line of said proposed President George Bush Turnpike, a distance of 604.24 feet to an angle point;

EXHIBIT "A"

County: Dallas
Highway: IH 30 Interchange at PGBT in Garland
R.O.W. CSJ: 0009-11-214

Page 2 of 8
October 8, 2007

Description for Parcel 4(AE)

- 4) THENCE North 12 degrees 38 minutes 14 seconds East, continuing across said CITY OF DALLAS tracts along the westerly aerial easement line of said proposed President George Bush Turnpike, a distance of 2,256.53 feet to the point of curvature for a circular curve to the left, having a radius of 5,555.00 feet and whose chord bears North 00 degrees 23 minutes 35 seconds East, a distance of 2,356.18 feet;
- 5) THENCE Northeasterly, continuing across said CITY OF DALLAS tracts along the westerly aerial easement line of said proposed President George Bush Turnpike and along said circular curve to the left, through a central angle of 24 degrees 29 minutes 18 seconds and an arc distance of 2,374.21 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of the westerly aerial easement line of said proposed President George Bush Turnpike with the common line between the north line of said CITY OF DALLAS tracts and the south line of a tract of land described in Special Warranty Deed to Lake Horizons, L.L.C., dated May 26, 1999, as recorded in Volume 99106, Page 4449, D.R.D.C.T., said corner also being the end of a Control of Access Line;**
- 6) THENCE North 65 degrees 19 minutes 04 seconds East, departing the westerly aerial easement line of said proposed President George Bush Turnpike and along said common line, a distance of 57.68 feet to a found concrete monument with a brass disk stamped "City of Dallas K24-4" for an angle point;
- 7) THENCE South 66 degrees 27 minutes 56 seconds East, continuing along said common line, a distance of 151.43 feet to a found concrete monument with a brass disk stamped "City of Dallas K24-5" for an angle point;
- 8) THENCE North 84 degrees 38 minutes 16 seconds East, continuing along said common line, a distance of 170.64 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of said common line with the easterly aerial easement line of said proposed President George Bush Turnpike, said point being the point of curvature for a non-tangent circular curve to the right, having a radius of 5,905.00 feet and whose chord bears South 00 degrees 51 minutes 00 seconds West, a distance of 2,412.53 feet, said corner also being the beginning of a Control of Access line;**
- 9) THENCE Southwesterly, departing said common line and crossing said CITY OF DALLAS tracts along the easterly aerial easement line of said proposed President George Bush Turnpike and along said circular curve to the right, through a central angle of 23 degrees 34 minutes 28 seconds and an arc distance of 2,429.63 feet to the point of tangency;
- 10) THENCE South 12 degrees 38 minutes 14 seconds West, continuing across said CITY OF DALLAS tracts and along the easterly aerial easement line of said proposed President George Bush Turnpike, a distance of 899.04 feet to the point of curvature for a circular curve to the left, having a radius of 11,333.70 feet and whose chord bears South 10 degrees 58 minutes 17 seconds West, a distance of 658.21 feet;

EXHIBIT "A"

County: Dallas
Highway: IH 30 Interchange at PGBT in Garland
R.O.W. CSJ: 0009-11-214

Page 3 of 8
October 8, 2007

Description for Parcel 4(AE)

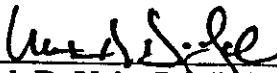
- 11) THENCE Southwesterly, continuing across said CITY OF DALLAS tracts and along the easterly aerial easement line of said proposed President George Bush Turnpike and along said circular curve to the left, through a central angle of 03 degrees 19 minutes 41 seconds and an arc distance of 658.30 feet to the point of tangency;
- 12) THENCE South 09 degrees 18 minutes 33 seconds West, continuing across said CITY OF DALLAS tracts and along the easterly aerial easement line of said proposed President George Bush Turnpike, a distance of 1,120.78 feet to the point of curvature for a circular curve to the left, having a radius of 600.08 feet and whose chord bears South 02 degrees 57 minutes 52 seconds West, a distance of 132.63 feet;
- 13) THENCE Southwesterly, continuing across said CITY OF DALLAS tracts and along the easterly aerial easement line of said proposed President George Bush Turnpike, along said circular curve to the left, through a central angle of 12 degrees 41 minutes 23 seconds and an arc distance of 132.90 feet to the end of a Control of Access Line, and to the POINT OF BEGINNING and containing 1,922,590 square feet [44.14 acres] of land, more or less.

This description accompanies a parcel map of even date herewith.

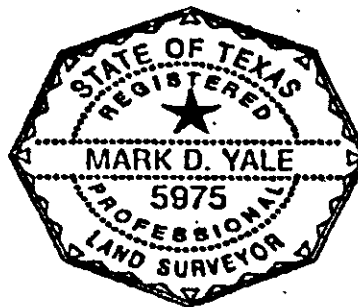
** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access is prohibited across the "Control of Access Line" to the highway facility from the adjacent property.

Bearings in this document refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at project control station numbers 130 through 139. The Dallas County scale factor of 1.000136506 as published by the Texas Department of Transportation, Dallas District Office was used for this project.


Mark D. Yale, R.L.S.
Texas Registration No. 5975
10-8-07 Date

DAL-TECH Engineering, Inc.
17311 Dallas Parkway, Suite 300
Dallas, Texas 75248
Phone 972-250-2727 Fax 972-250-4774



LAKE RAY HUBBARD

R. BATEMAN SURVEY.
ABST. NO. 89

CONTROL OF
ACCESS LINE

DALLAS COUNTY

LAKE RAY HUBBARD

CITY OF DALLAS

OWNER:
CITY OF DALLAS
(VOL. 87047, PG. 654)
(D.R.D.C.T.)

CONTROL OF
ACCESS LINE

DeRo=12°41'23" (LT)
R=600.08'
L=132.90'
T=66.73'
CB=502°57'52"W
LC=132.63'

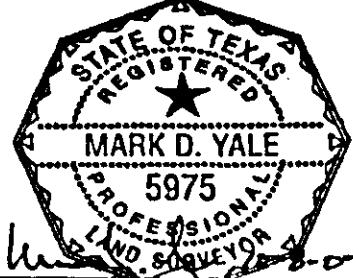
RICHARD J. TAYLOR
SUBDIVISION NO. 2
LOT 1, BLOCK B
(VOL. 76062, PG. 489)
(D.R.D.C.T.)

FOUND MON. STAMPED
"CITY OF DALLAS K4-1" (C.M.)
P.O.C.

EXISTING
RIGHT OF WAY
LINE

BEARINGS ARE ON THE NAD-83 TEXAS STATE PLANE COORDINATE
SYSTEM, NORTH CENTRAL ZONE 4202, ACCORDING TO PROJECT
CONTROL STATION NUMBERS 130 - 139. TxDOT DALLAS DISTRICT
SCALE FACTOR OF 1.000136506 WAS USED.

THE MONUMENT DESCRIBED AND SET IN THIS
CALL, IF DESTROYED DURING CONSTRUCTION,
MAY BE REPLACED WITH A TxDOT TYPE II
RIGHT-OF-WAY MARKER UPON THE
COMPLETION OF THE HIGHWAY CONSTRUCTION
PROJECT UNDER THE SUPERVISION OF A
REGISTERED PROFESSIONAL LAND SURVEYOR
EITHER EMPLOYED OR RETAINED BY TxDOT.



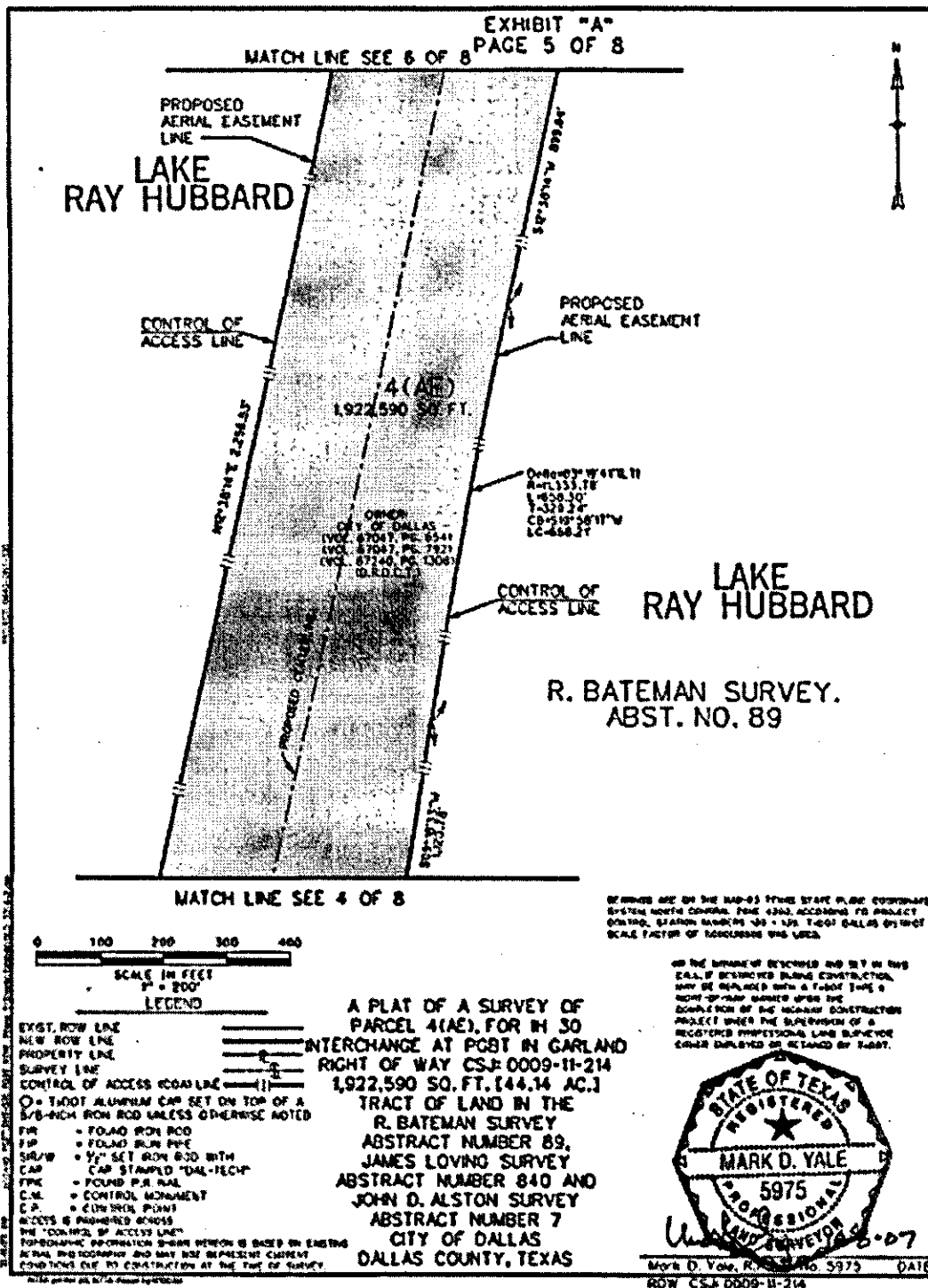
Mark D. Yale, R.P.L.S. No. 5975 DATE
ROW CSJ: 0009-11-214

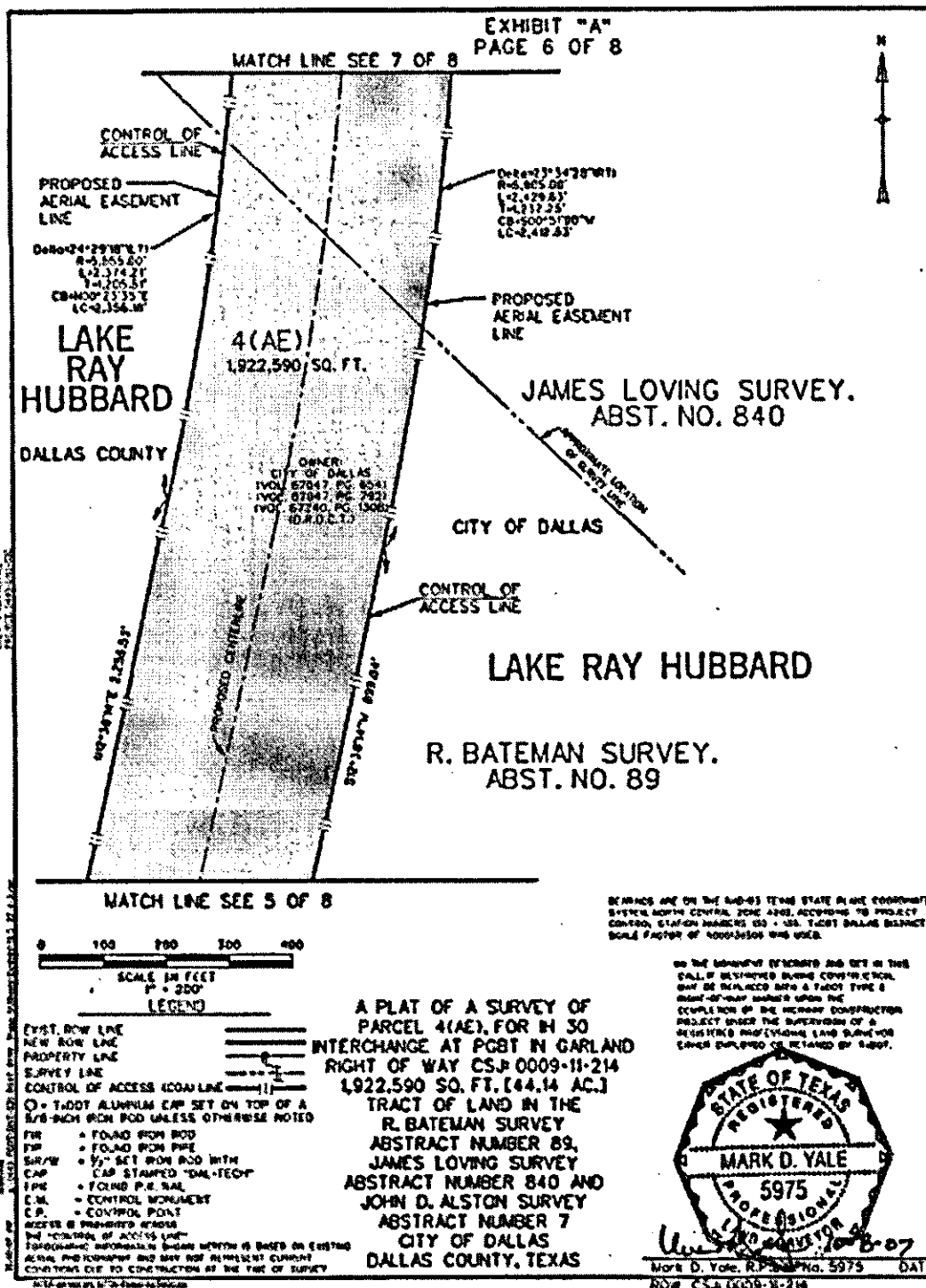
A PLAT OF A SURVEY OF
PARCEL 4(AE), FOR IH 30
INTERCHANGE AT PGBT IN GARLAND
RIGHT OF WAY CSJ: 0009-11-214
1,922,590 SQ. FT. [44.14 AC.]
TRACT OF LAND IN THE
R. BATEMAN SURVEY
ABSTRACT NUMBER 89,
JAMES LOVING SURVEY
ABSTRACT NUMBER 840 AND
JOHN D. ALSTON SURVEY
ABSTRACT NUMBER 7
CITY OF DALLAS
DALLAS COUNTY, TEXAS

EXIST. ROW LINE
NEW ROW LINE
PROPERTY LINE
SURVEY LINE
CONTROL OF ACCESS (COA) LINE
O = TxDOT ALUMINUM CAP SET ON TOP OF A
5/8-INCH IRON ROD UNLESS OTHERWISE NOTED
FIR = FOUND IRON ROD
FIP = FOUND IRON PIPE
SIR/W = 1/2" SET IRON ROD WITH
CAP
CPK = FOUND P.K. NAIL
C.M. = CONTROL MONUMENT
C.P. = CONTROL POINT
ACCESS IS PROHIBITED ACROSS
THE "CONTROL OF ACCESS LINE"

TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON EXISTING
AERIAL PHOTOGRAPHY AND MAY NOT REPRESENT CURRENT
CONDITIONS DUE TO CONSTRUCTION AT THE TIME OF SURVEY.

NITTA-printer.plt, NITTA-Parcel-tp5000.dwg





LAKE
RAY HUBBARD

4(AE)
1922.590 SQ. FT.

CONTROL OF
ACCESS LINE

LAKE RAY HUBBARD

CITY OF DALLAS






OWNER:
CITY OF DALLAS
IVOL 87047, PG. 550
IVOL 87047, PG. 781
IVOL 87240, PG. 1500
[ORDE]

MATCH LINE SEE 6 OF 8

RESEARCH ARE ON THE AND-01 THERM STAIN PLANE OPERATING
STATION WITH CENTRAL FIVE AREA ACCORDING TO SUBJECT
CONTROL STATION NUMBER 002 - 004 T-007 BULLS DISTRICT
WILL / ACTION OF 1000/000000000000



LEGEND

WEST ROW LINE	
NEXT ROW LINE	
PRIORITY LINE	
SURVEY LINE	
CONTROL OF ACCESS ROAD LINE	

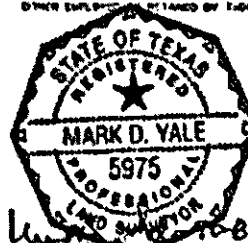
○: TIGHT ALUMINUM CAP SET ON TOP OF A 5/8-INCH IRON ROD UNLESS OTHERWISE NOTED

FR • FOUND IRON ROD
FP • FOUND IRON PIPE
S/R • 1/2" SET IRON ROD WITH
CAP • CAP STAMPED "DAL-TECH"
F/P • FOUND P.K. NAIL
C.M. • CONTROL MOUNT
C.P. • CONTROL POINT

ACCESS IS PROVIDED TO ALL INFORMATION CONTAINED HEREIN
THE STATUS OF ACCESS AND
SOMEWHAT INFORMATION ABOUT HEREIN IS BASED ON (FEDERAL
AND PHOTOGRAPHY AND MAY NOT REPRESENT CURRENT
INFORMATION IS TO CERTAINLY BE AT THE END OF 1987

A PLAT OF A SURVEY OF
PARCEL 4(AE), FOR IN 30
INTERCHANGE AT PG&T IN GARLAND
RIGHT OF WAY CS# 0009-11-214
1,922,590 SQ. FT. [44.14 AC.]
TRACT OF LAND IN THE
R. BATEMAN SURVEY
ABSTRACT NUMBER 89,
JAMES LOVING SURVEY
ABSTRACT NUMBER 840 AND
JOHN D. ALSTON SURVEY
ABSTRACT NUMBER 7
CITY OF DALLAS
DALLAS COUNTY, TEXAS

ON THE MOMENT BECAME AND SET IN THE
CALL OF DISMANTLING CONSTRUCTION
WAS REPLACED WITH A FLOOD TIDE
OF NEW WATER WITH THE
COMPLETION OF THE RECENT CONSTRUCTION
PROJECT UNDER THE SUPERVISION OF A
REPUTED PROFESSIONAL LAND SURVEYOR
WITH EMPLOYMENT PLANNED BY THE GOVT.



Mark D. Yale, R.P. No. 5975 DATE
ROW CS-0009-U-2H

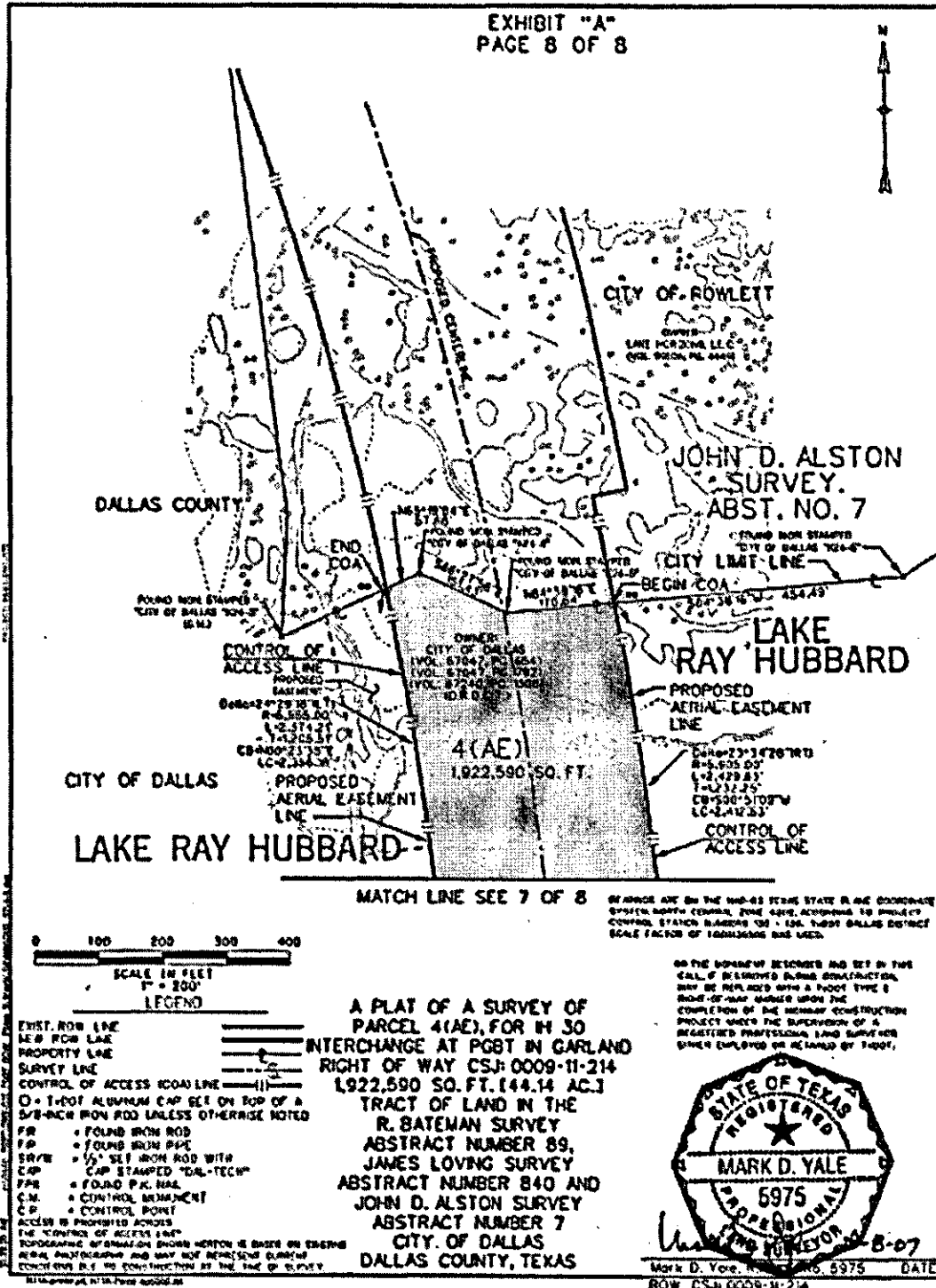


EXHIBIT "A"

County: Dallas
Highway: IH 30 Interchange at PGBT in Garland
R.O.W. CSJ: 0009-11-214

Page 1 of 3
October 8, 2007

Description for Parcel 4(E)

BEING a 38,894 square foot tract of land in the John D. Alston Survey, Abstract No. 7, City of Dallas, Dallas County, Texas, and being part of tracts of land described in Confirmation Warranty Deed to the City of Dallas, dated March 2, 1967, as recorded in Volume 67047, Page 654, of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said 38,894 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a found concrete monument with a brass disk stamped "City of Dallas K24-3" on the east line of said City of Dallas tract and the southwest corner of a tract of land described in Special Warranty Deed to Lake Horizons, L.L.C., dated May 26, 1999, as recorded in Volume 99106, Page 4449;

THENCE North 65 degrees 19 minutes 04 seconds East, along the common line between the north line of said City of Dallas tract, and the south line of said Lake Horizons tract, a distance of 76.93 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the POINT OF BEGINNING for the intersection of said common line with the west line of a proposed easement;

- 1) THENCE North 65 degrees 19 minutes 04 seconds East, departing the west line of said proposed easement, and continuing along said common line, a distance of 102.61 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of said common line with the westerly aerial easement line of proposed President George Bush Turnpike, said point being the beginning of a non-tangent curve to the right, having a radius of 5,555.00 feet and whose chord bears South 09 degrees 46 minutes 04 seconds East, a distance of 403.88 feet;**
- 2) THENCE Southeasterly, departing said common line and crossing said City of Dallas tract, along the westerly aerial easement line of said proposed President George Bush Turnpike, and along said curve to the right, through a central angle of 04 degrees 10 minutes 00 seconds and an arc distance of 403.97 feet to a point for the southeast corner of said proposed easement;
- 3) THENCE South 82 degrees 18 minutes 56 seconds West, departing the westerly aerial easement line of said proposed President George Bush Turnpike and continuing said City of Dallas tract, along the south line of said proposed easement, a distance of 100.00 feet to the beginning of a non-tangent curve to the left, having a radius of 5,455.00 feet and whose chord bears North 09 degrees 38 minutes 53 seconds West, a distance of 373.84 feet;

EXHIBIT "A"

County: Dallas
Highway: IH 30 Interchange at PGBT in Garland
R.O.W. CSJ: 0009-11-214

Page 2 of 3
October 8, 2007

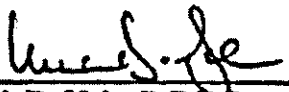
Description for Parcel 4(E)

- 4) THENCE Northwesterly, continuing across said City of Dallas tract, along the west line of said proposed easement, and passing at an arc distance of 50.00 feet, a 1/2-inch iron rod with cap set on line, and continuing along said curve to the left, through a total central angle of 03 degrees 55 minutes 38 seconds and a total arc distance of 373.91 feet to the POINT OF BEGINNING and containing 38,894 square feet [0.8929 acres] of land, more or less.

This description accompanies a parcel map of even date herewith.

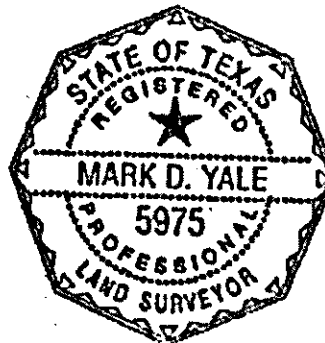
** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Bearings in this document refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at project control station numbers 130 through 139. The Dallas County scale factor of 1.000136506 as published by the Texas Department of Transportation, Dallas District Office was used for this project.



Mark D. Yale, R.P.L.S. 10-8-07
Texas Registration No. 5975 Date

DAL-TECH Engineering, Inc.
17311 Dallas Parkway, Suite 300
Dallas, Texas 75248
Phone 972-250-2727 Fax 972-250-4774



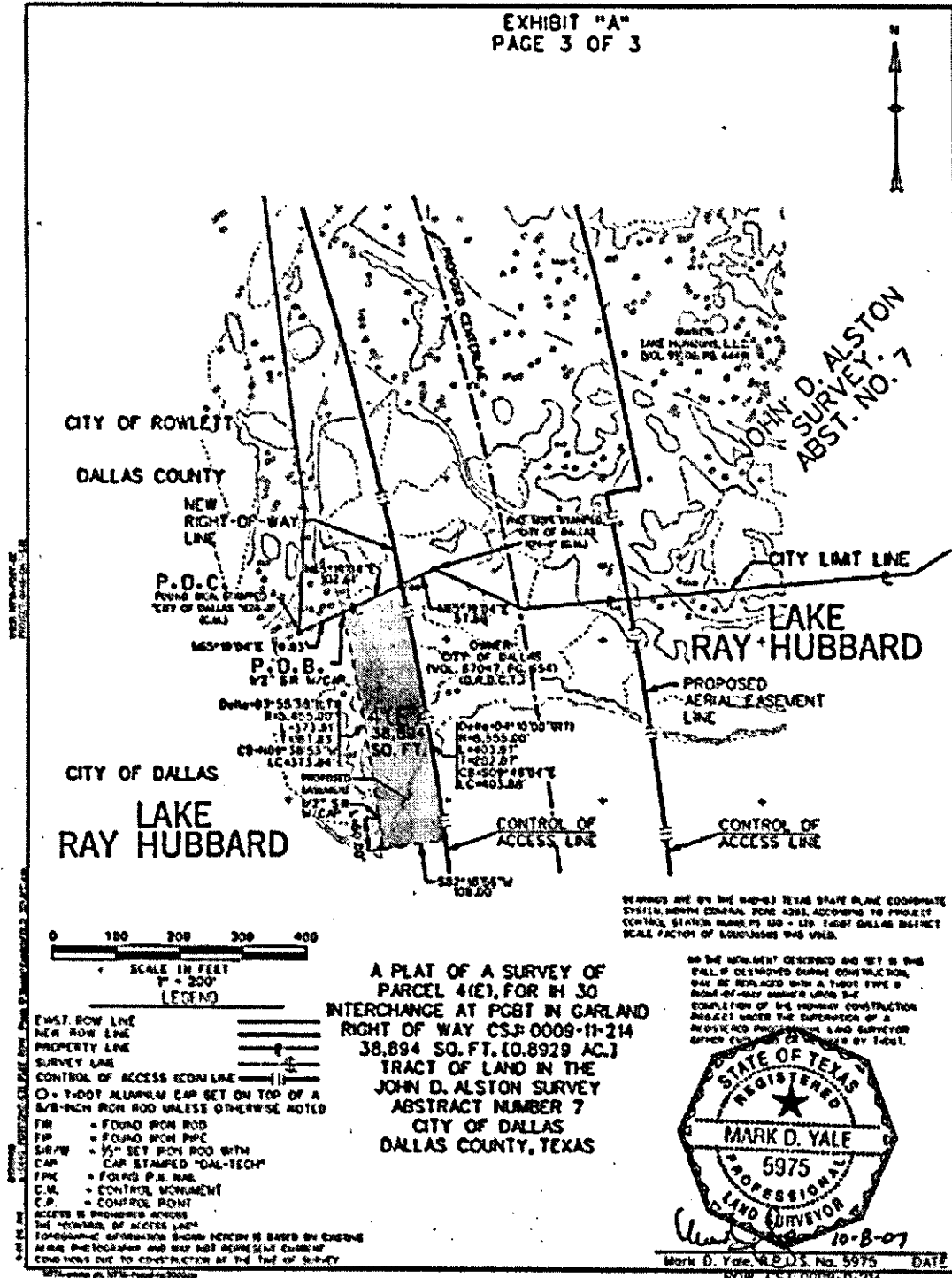


EXHIBIT "A"

County: Dallas
Highway: PGBT From SH 66 to North of IH 30
R.O.W. CSJ: 2964-06-015

Page 1 of 4
October 8, 2007

Description for Parcel 43

BEING a 417 square foot tract of land in the John D. Alston Survey, Abstract No. 7, City of Dallas, Dallas County, Texas, and being part of a tract of land described in Deed to the City of Dallas, Texas, dated December 8, 1967, as recorded in Volume 67240, Page 1308, of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said 417 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a found concrete monument with a brass disk stamped "City of Dallas K24-3" for the southwest corner of a tract of land described in Special Warranty Deed to Lake Horizons, L.L.C., dated May 26, 1999, as recorded in Volume 99106, Page 4449, D.R.D.C.T. and being on the easterly line of a tract of land described in Confirmation Warranty Deed to the City of Dallas, dated March 2, 1967, as recorded in Volume 67047, Page 654, D.R.D.C.T.;

THENCE North 02 degrees 40 minutes 33 seconds East, along the common line between said City of Dallas tract recorded in Volume 67047, Page 654, and said Lake Horizons tract, a distance of 191.24 feet to a found concrete monument with a brass disk stamped "City of Dallas K24-2" for an angle point;

THENCE North 07 degrees 18 minutes 45 seconds West, continuing along said common line, a distance of 651.61 feet to a found concrete monument with a brass disk stamped "City of Dallas K26-9 K24-1" for a north corner of said City of Dallas tract recorded in Volume 67047, Page 654, and an easterly corner of said City of Dallas tract recorded in Volume 67240, Page 1308;

THENCE North 07 degrees 34 minutes 51 seconds West, along the common line between said City of Dallas tract recorded in Volume 67240, Page 1308, and said Lake Horizons tract, a distance of 53.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the POINT OF BEGINNING at the intersection of said common line with the westerly right-of-way line of proposed President George Bush Turnpike, said point being the beginning of a non-tangent circular curve to the left, having a radius of 5,983.00 feet and whose chord bears North 20 degrees 59 minutes 02 seconds West, a distance of 61.53 feet;**

- 1) THENCE Northwesterly, departing said common line and crossing said City of Dallas tract recorded in Volume 67240, Page 1308, along the westerly right-of-way line of said proposed President George Bush Turnpike and along said circular curve to the left, through a central angle of 00 degrees 35 minutes 21 seconds and an arc distance of 61.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of the westerly right-of-way line of said proposed President George Bush Turnpike with the common line between the north line of said City of Dallas tract recorded in Volume 67240, Page 1308, and the south line of the Final Plat of Ridgecove, an addition to the City of Rowlett as recorded in Volume 98137, Page 110, D.R.D.C.T.;

EXHIBIT "A"

County: Dallas
Highway: PGBT From SH 66 to North of IH 30
R.O.W. CSJ: 2964-06-015

Page 2 of 4
October 8, 2007


Description for Parcel 43

- 2) THENCE North 85 degrees 55 minutes 20 seconds East, departing the westerly right-of-way line of said proposed President George Bush Turnpike and along said common line, passing at a distance of 6.88 feet a 1/2-inch found iron rod for the southeast corner of said Final Plat of Ridgecove, and the southwest corner of a tract of land dedicated to the City of Rowlett as "Tract Two" by said Final Plat of Ridgecove, and continuing along the common line between the south line of said "Tract Two" and the north line of said City of Dallas tract recorded in Volume 67240, Page 1308, for a total distance of 14.29 feet to a found concrete monument with a brass disk stamped, "City of Dallas K26-8" for the southeast corner of said "Tract Two", the southwest corner of a tract of land described as "Tract B" in Special Cash Warranty Deed to Kirby/Miller Joint Venture, dated July 23, 1998, as recorded in Volume 98185, Page 72, D.R.D.C.T., the northeast corner of said City of Dallas tract recorded in Volume 67240, Page 1308, and the northwest corner of said Lake Horizons, L.L.C. tract;
- 3) THENCE South 07 degrees 34 minutes 51 seconds East, along the common line between said City of Dallas tract and said Lake Horizons tract, a distance of 58.98 feet to the POINT OF BEGINNING and containing 417 square feet [0.0096 acres] of land, more or less.

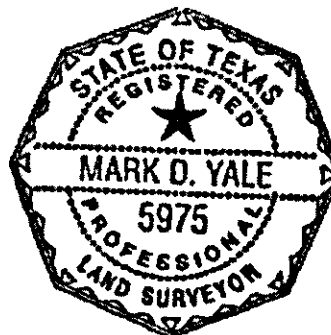
This description accompanies a parcel map of even date herewith.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Bearings in this document refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at project control station numbers 130 through 139. The Dallas County scale factor of 1.000136506 as published by the Texas Department of Transportation, Dallas District Office was used for this project.


Mark D. Yale, R.P.L.S. 10-8-07
Texas Registration No. 5975 Date

DAL-TECH Engineering, Inc.
17311 Dallas Parkway, Suite 300
Dallas, Texas 75248
Phone 972-250-2727 Fax 972-250-4774



MATCH LINE SEE PAGE 4 OF 4

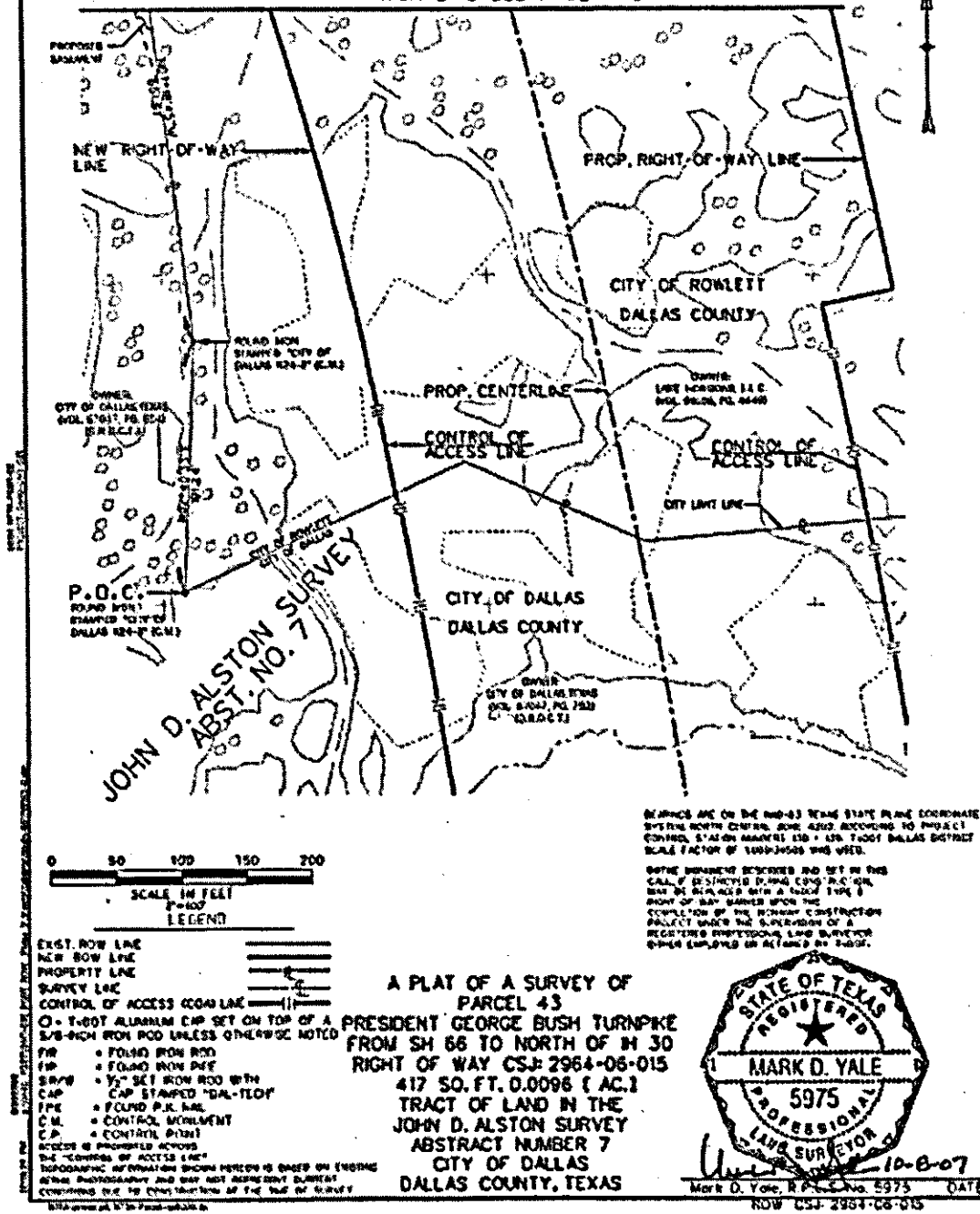




EXHIBIT "A"

County: Dallas
Highway: PGBT From SH 66 to North of IH 30
R.O.W. CSJ: 2964-06-015

Page 1 of 4
October 8, 2007

Description for Parcel 43(E)

BEING a 18,748 square foot tract of land in the John D. Alston Survey, Abstract No. 7, City of Dallas, Dallas County, Texas, and being part of tracts of land described in Deeds to the City of Dallas, Texas, as recorded in Volume 67240, Page 1308, and Volume 67047, Page 654, of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said 18,748 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a found concrete monument with a brass disk stamped "City of Dallas K24-3" for the southwest corner of a tract of land described in Special Warranty Deed to Lake Horizons, L.L.C., dated May 26, 1999, as recorded in Volume 99106, Page 4449, D.R.D.C.T. and being on the easterly line of said City of Dallas, Texas tract recorded in Volume 67047, Page 654;

THENCE North 02 degrees 40 minutes 33 seconds East, along the common line between said City of Dallas, Texas tract recorded in Volume 67047, Page 654, and said Lake Horizons tract, a distance of 191.24 feet to a found concrete monument with a brass disk stamped "City of Dallas K24-2" for an angle point;

THENCE North 07 degrees 18 minutes 45 seconds West, continuing along said common line, a distance of 190.49 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the POINT OF BEGINNING for the south corner of a proposed easement;

- 1) THENCE North 17 degrees 29 minutes 04 seconds West, departing said common line and crossing said City of Dallas, Texas tracts along the west line of said proposed easement, a distance of 172.00 feet to a 1/2-inch iron rod with cap set for the beginning of a tangent curve to the left, having a radius of 5,883.00 feet and whose chord bears North 18 degrees 44 minutes 17 seconds West, a distance of 257.67 feet;
- 2) THENCE Northwesterly, continuing across said City of Dallas, Texas tracts, along the west line of said proposed easement, and said curve to the left, through a central angle of 02 degrees 30 minutes 35 seconds and an arc distance of 257.69 feet to a 1/2-inch iron rod with cap set for the northwest corner of said proposed easement;
- 3) THENCE North 47 degrees 54 minutes 15 seconds East, continuing across said City of Dallas, Texas tracts along the north line of said proposed easement, a distance of 99.03 feet to a 1/2-inch iron rod with cap set for the intersection of the north line of said proposed easement with the common line between the east line of said City of Dallas, Texas tract recorded in Volume 67240, Page 1308, and the west line of said Lake Horizons tract;

EXHIBIT "A"

County: Dallas
Highway: PGBT From SH 66 to North of IH 30
R.O.W. CSJ: 2964-06-015

Page 2 of 4
October 8, 2007


Description for Parcel 43(E)

- 4) THENCE South 07 degrees 34 minutes 51 seconds East, along said common line, a distance of 17.23 feet a found concrete monument with a brass disk stamped "City of Dallas K26-9 K24-1" for the east corner of said City of Dallas, Texas tract recorded in Volume 67240, Page 1308, and the north corner of said City of Dallas, Texas tract recorded in Volume 67047, Page 654, and being on the west line of said Lake Horizons tract;
- 5) THENCE South 07 degrees 18 minutes 45 seconds East, along the common line between the east line of said City of Dallas, Texas tract recorded in Volume 67047, Page 654, and the west line of said Lake Horizons tract, a distance of 461.12 feet to the POINT OF BEGINNING and containing 18,748 square feet [0.4304 acres] of land, more or less.

This description accompanies a parcel map of even date herewith.

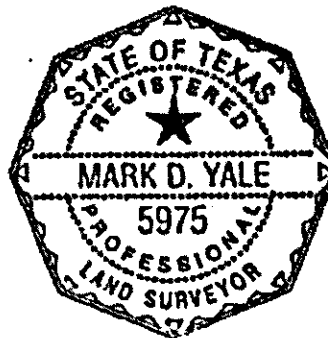
** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Bearings in this document refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at project control station numbers 130 through 139. The Dallas County scale factor of 1.000136506 as published by the Texas Department of Transportation, Dallas District Office was used for this project.



Mark D. Yale, R.P.L.S. 10-8-07 Date
Texas Registration No. 5975

DAL-TECH Engineering, Inc.
17311 Dallas Parkway, Suite 300
Dallas, Texas 75248
Phone 972-250-2727 Fax 972-250-4774



MATCH LINE SEE PAGE 4 OF 4

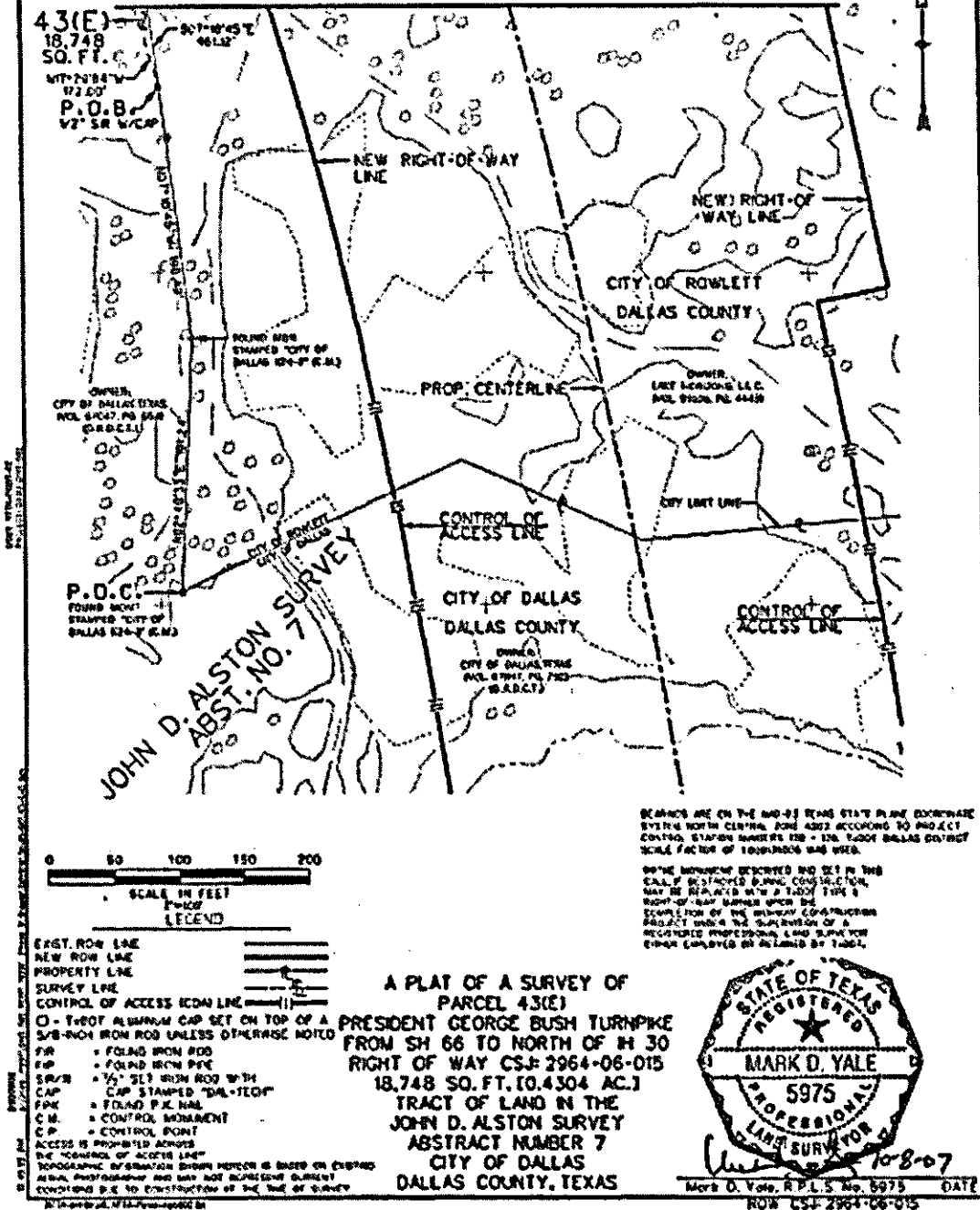


EXHIBIT "A"

County: Dallas
Highway: PGBT From SH 66 to North of IH 30
R.O.W. CSJ: 2964-06-015

Page 1 of 4
October 8, 2007

Description for Parcel 43(TE)

BEING a 1,773 square foot tract of land in the John D. Alston Survey, Abstract No. 7, City of Dallas, Dallas County, Texas, and being part of a tract of land described in Deed to the City of Dallas, Texas, dated December 8, 1967, as recorded in Volume 67240, Page 1308 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said 1,773 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a found concrete monument with a brass disk stamped "City of Dallas K24-3" for the southwest corner of a tract of land described in Special Warranty Deed to Lake Horizons, L.L.C., dated May 26, 1999, as recorded in Volume 99106, Page 4449, D.R.D.C.T. and being on the easterly line of a tract of land described in Confirmation Warranty Deed to the City of Dallas, dated March 2, 1967, as recorded in Volume 67047, Page 654, D.R.D.C.T.;

THENCE North 02 degrees 40 minutes 33 seconds East, along the common line between said City of Dallas, Texas tract recorded in Volume 67047, Page 654, and said Lake Horizons tract, a distance of 191.24 feet to a found concrete monument with a brass disk stamped "City of Dallas K24-2" for an angle point;

THENCE North 07 degrees 18 minutes 45 seconds West, continuing along said common line, a distance of 651.61 feet to a found concrete monument with a brass disk stamped "City of Dallas K26-9 K24-1" for a north corner of said City of Dallas tract recorded in Volume 67047, Page 654, and an easterly corner of said City of Dallas tract recorded in Volume 67240, Page 1308;

THENCE North 07 degrees 34 minutes 51 seconds West, along the common line between said City of Dallas, Texas tract recorded in Volume 67240, Page 1308, and said Lake Horizons tract, a distance of 17.23 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the POINT OF BEGINNING for the intersection of said common line with the north line of a proposed easement;

- 1) THENCE South 47 degrees 54 minutes 15 seconds West, departing said common line, and crossing said City of Dallas, Texas tract recorded in Volume 67240, Page 1308 along the north line of said proposed easement, a distance of 12.00 feet to a point for corner;
- 2) THENCE North 20 degrees 21 minutes 00 seconds West, departing the north line of said proposed easement, and continuing across said City of Dallas, Texas tract recorded in Volume 67240, Page 1308, a distance of 106.77 feet to a point on the common line between the north line of said City of Dallas, Texas tract recorded in Volume 67240, Page 1308, and the south line of the Final Plat of Ridgecove, an addition to the City of Rowlett as recorded in Volume 98137, Page 110, D.R.D.C.T.;

EXHIBIT "A"

County: Dallas
Highway: PGBT From SH 66 to North of IH 30
R.O.W. CSJ: 2964-06-015

Page 2 of 4
October 8, 2007

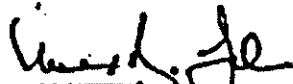
Description for Parcel 43(TE)

- 3) THENCE North 85 degrees 55 minutes 20 seconds East, along said common line, a distance of 19.26 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of said common line with the westerly right-of-way line of proposed President George Bush Turnpike, said point being the beginning of a non-tangent curve to the right, having a radius of 5,983.00 feet and whose chord bears South 20 degrees 59 minutes 02 seconds East, a distance of 61.53 feet;**
- 4) THENCE Southeasterly, departing said common line and crossing said City of Dallas, Texas tract recorded in Volume 67240, Page 1308, along the westerly right-of-way line of said proposed President George Bush Turnpike and along said curve to the right, through a central angle of 00 degrees 35 minutes 21 seconds and an arc distance of 61.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of the westerly right-of-way line of said proposed President George Bush Turnpike with the common line between the east line of said City of Dallas, Texas tract recorded in Volume 67240, Page 1308, and the west line of said Lake Horizons tract;
- 5) THENCE South 07 degrees 34 minutes 51 seconds East, departing the westerly right-of-way line of said proposed President George Bush Turnpike and along said common line, a distance of 36.30 feet to the POINT OF BEGINNING and containing 1,773 square feet [0.0407 acres] of land, more or less.

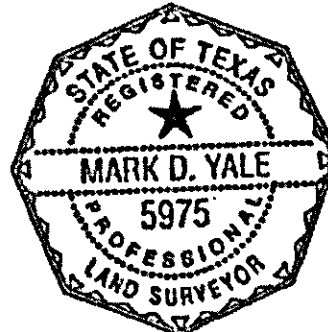
This description accompanies a parcel map of even date herewith.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Bearings in this document refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at project control station numbers 130 through 139. The Dallas County scale factor of 1.000136506 as published by the Texas Department of Transportation, Dallas District Office was used for this project.

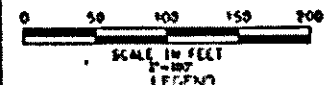
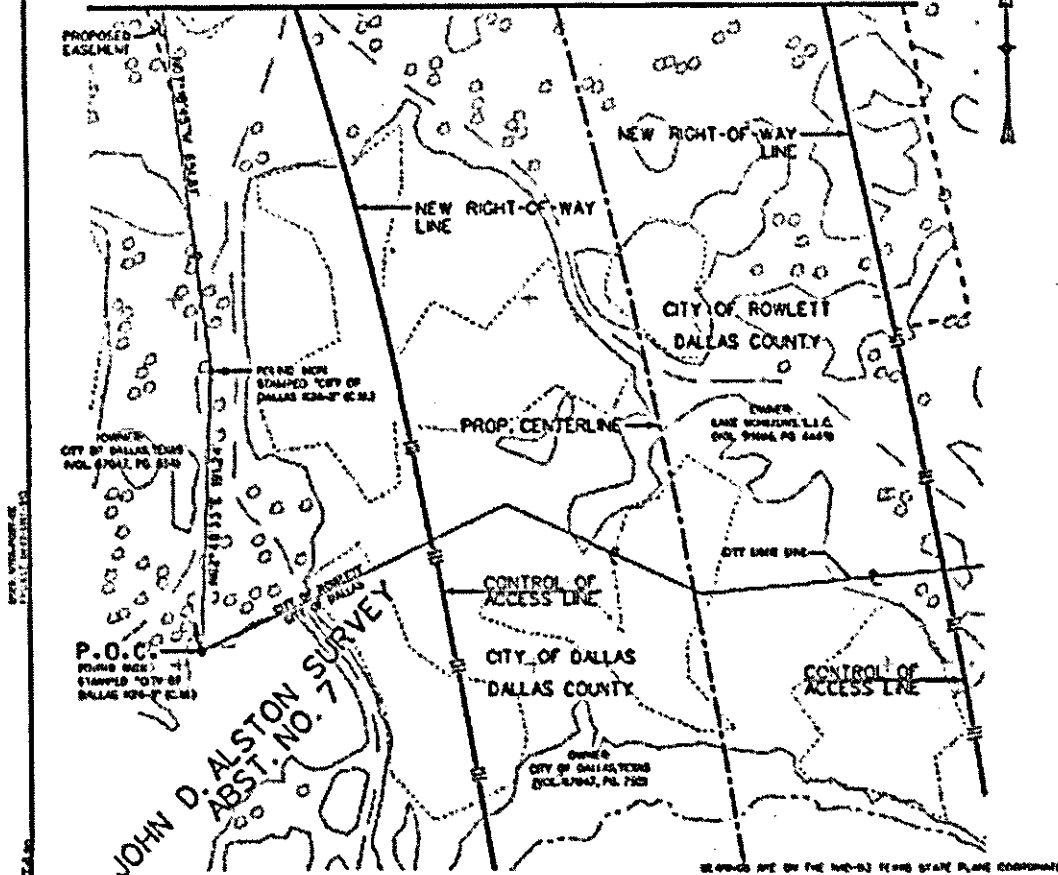


Mark D. Yale, R.P.L.S. 10-8-07 Date
Texas Registration No. 5975



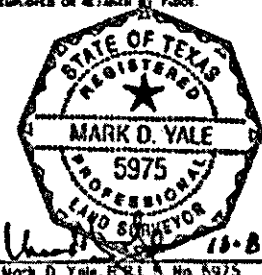
DAL-TECH Engineering, Inc.
17311 Dallas Parkway, Suite 300
Dallas, Texas 75248
Phone 972-250-2727 Fax 972-250-4774

MATCH LINE SEE PAGE 4 OF 4



- LEGEND**
- EXIST. ROW LINE
 - NEW ROW LINE
 - PROPERTY LINE
 - SLAVEY LINE
 - CONTROL OF ACCESS LINE
 - = TWOOT ALUMINUM CAP SET ON TOP OF A 5/8-INCH IRON ROD UNLESS OTHERWISE NOTED
 - FB = FOLDED IRON ROD
 - FB = FOLDED IRON PIPE
 - SB/RB = 1/2" SET IRON ROD WITH CAP STAMPED "DAL-TECH"
 - FB = FOLDED P.B. BAR
 - C.M. = CONTROL MONUMENT
 - C.P. = CONTROL POINT
 - ACCESS IS PROVIDED ACROSS THE "CONTROL OF ACCESS LINE"
 - TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON EXISTING AERIAL PHOTOGRAPHS AND MAY NOT REPRESENT CURRENT CONDITIONS OF THE COURSE AT THE TIME OF SURVEY

A PLAT OF A SURVEY OF
PARCEL 43(TE)
PRESIDENT GEORGE BUSH TURNPIKE
FROM SH 68 TO NORTH OF M 30
RIGHT OF WAY CSJ: 2964-06-015
1773 SQ. FT. (0.0407 AC.)
TRACT OF LAND IN THE
JOHN D. ALSTON SURVEY
ABSTRACT NUMBER 7
CITY OF DALLAS
DALLAS COUNTY, TEXAS



Mark D. Yale, P.L.S. No. 5975 DATE 10-8-07
ROW CSJ: 2964-06-015



EXHIBIT "A"

County: Dallas
Highway: IH 30 Interchange at PGBT in Garland
R.O.W. CSJ: 0009-11-214

Page 1 of 4
January 17, 2008

Description for Parcel 62

BEING a 628 square foot tract of land in the James Loving Survey, Abstract No. 791, City of Dallas, Dallas County, Texas, and being a portion of a tract of land described as "Second Tract" in Deed to the City of Dallas, Texas, a municipal corporation, dated December 17, 1962, as recorded in Volume 5918, Page 461 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said 628 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch found iron rod on the common line between the northeasterly right-of-way line of Lake Hubbard Parkway (variable width) and the southwesterly line of Lot 1, Block 3 of the Final Plat of Faulkner Point No. 8, an addition to the City of Garland, as recorded in Volume 81244, Page 2521, D.R.D.C.T.;

THENCE North 77 degrees 29 minutes 00 seconds West, along said common line, a distance of 211.89 feet to a 1/2-inch found iron rod for the southeast corner of a tract of land described in Special Warranty Deed to Blue Gill Partnership Fund, Ltd., Texas limited partnership, dated July 26, 2004, as recorded in Volume 2004144, Page 11513, D.R.D.C.T.;

THENCE North 77 degrees 29 minutes 00 seconds West, continuing along said common line and along the southwesterly line of said Blue Gill Partnership Fund tract, a distance of 22.00 feet to a 1/2-inch found iron rod for the point of curvature of a circular curve to the right, having a radius of 522.96 feet and whose chord bears North 64 degrees 30 minutes 33 seconds West, a distance of 234.82 feet;

THENCE Northwesterly, continuing along said common line and along the southwesterly line of said Blue Gill Partnership Fund tract and along said circular curve to the right, through a central angle of 25 degrees 56 minutes 54 seconds and an arc distance of 236.84 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of said common line with the new southeasterly right-of-way line of Interstate Highway No. 30, said point being the beginning of a non-tangent circular curve to the right, having a radius of 5,022.00 feet and whose chord bears South 46 degrees 44 minutes 42 seconds West, a distance of 17.85 feet;**

THENCE Southwesterly, departing said common line and crossing said Lake Hubbard Parkway along said new southeasterly right-of-way line and along said circular curve to the right, through a central angle of 00 degrees 12 minutes 13 seconds and an arc distance of 17.85 feet to an "X"-cut set in concrete for the point of tangency;**

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Description for Parcel 62

THENCE South 46 degrees 50 minutes 48 seconds West, continuing across said Lake Hubbard Parkway along said new southeasterly right-of-way line, a distance of 32.63 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of said new southeasterly right-of-way line with the common line between the southwesterly right-of-way line of said Lake Hubbard Parkway and the northeasterly line of a tract of land described as "Tract V" in Deed to LakeTower Properties, L.P., dated December 31, 2001, as recorded in Volume 2002098, Page 2814, D.R.D.C.T., said point being the beginning of a non-tangent curve to the right, having a radius of 572.96 feet and whose chord bears North 50 degrees 38 minutes 25 seconds West, a distance of 3.24 feet;**

THENCE Northwesterly, departing said new southeasterly right-of-way line and along said common line and along said curve to the right, through a central angle of 00 degrees 19 minutes 26 seconds and an arc distance of 3.24 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the east end of a corner-clip at the intersection of the southwesterly right-of-way line of said Lake Hubbard Parkway with the existing southeasterly right-of-way line of Interstate Highway No. 30 (300 feet wide);

THENCE South 85 degrees 49 minutes 12 seconds West, along said corner-clip, a distance of 21.42 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the west end of said corner-clip on said existing southeasterly right-of-way line;

THENCE South 41 degrees 22 minutes 12 seconds West, along said existing southeasterly right-of-way line, a distance of 65.14 feet to the POINT OF BEGINNING for the north corner of said City of Dallas tract;

- 1) **THENCE** South 77 degrees 37 minutes 07 seconds East, departing said existing southeasterly right-of-way line and along the common line between the northeasterly line of said City of Dallas tract and the southwesterly line of said "Tract V", a distance of 12.69 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of said common line with the new southeasterly right-of-way line of said Interstate Highway No. 30;**
- 2) **THENCE** South 46 degrees 50 minutes 48 seconds West, departing said common line and crossing said City of Dallas tract along said new southeasterly right-of-way line, passing at a distance of 48.80 feet, a 5/8-inch iron rod with TxDOT aluminum cap set for the beginning of a Control of Access Line, and continuing said new southeasterly right-of-way line and along said Control of Access Line, a total distance of 68.13 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the point of curvature of a curve to the right, having a radius of 2,887.00 feet and whose chord bears South 47 degrees 21 minutes 55 seconds West, a distance of 52.27 feet;**

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Description for Parcel 62

- 3) THENCE Southwesterly, continuing across said City of Dallas tract along said new southeasterly right-of-way line, and said Control of Access Line, and along said curve to the right, through a central angle of 01 degree 02 minutes 15 seconds and an arc distance of 52.27 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of said new southeasterly right-of-way line with said existing southeasterly right-of-way line of Interstate Highway No. 30, said point being the end of said Control of Access Line, and the beginning of a non-tangent curve to the left, having a radius of 5,879.58 feet and whose chord bears North 41 degrees 51 minutes 38 seconds East, a distance of 100.67 feet;**
- 4) THENCE Northeasterly, along said existing southeasterly right-of-way line, and along said curve to the left, through a central angle of 00 degrees 58 minutes 52 seconds and an arc distance of 100.67 feet to the point of tangency;
- 5) THENCE North 41 degrees 22 minutes 12 seconds East, continuing along said existing southeasterly right-of-way line, a distance of 12.99 feet to the POINT OF BEGINNING and containing 628 square feet [0.0144 acres] of land, more or less.

This description accompanies a parcel map of even date herewith.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

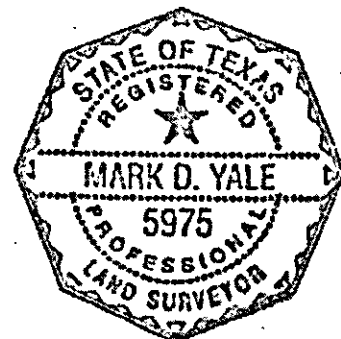
Access is prohibited across the "Control of Access Line" to the highway facility from the adjacent property.

Bearings in this document refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at project control station numbers 130 through 139. The Dallas County scale factor of 1.000136506 as published by the Texas Department of Transportation, Dallas District Office was used for this project.


Mark D. Yale, R.P.L.S.
Texas Registration No. 5975

1-17-08
Date

DAL-TECH Engineering, Inc.
17311 Dallas Parkway, Suite 300
Dallas, Texas 75248
Phone 972-250-2727 Fax 972-250-4774



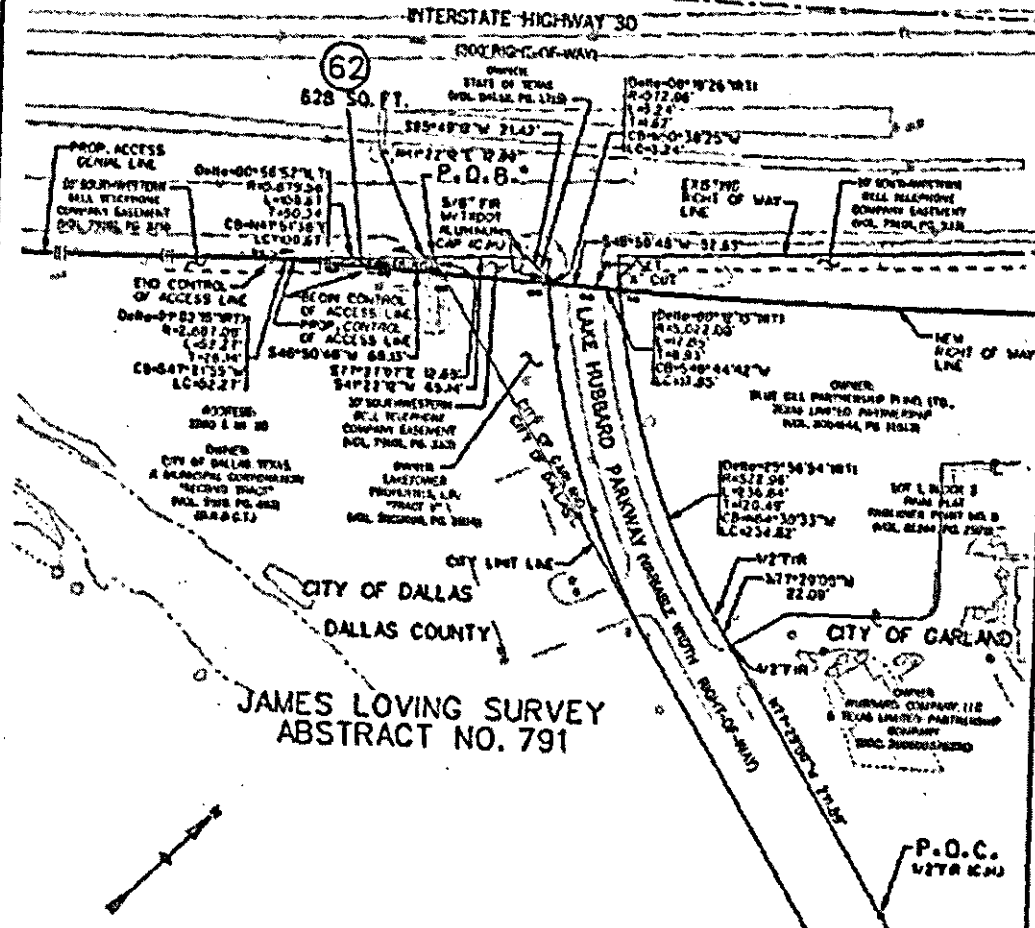


EXHIBIT "A"

County: Dallas
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Description for Parcel 62AC

BEING an Access Denial Line delineating a denial of access to the transportation facility from the adjacent property along the common boundary of Interstate 30, as conveyed by deed to the State of Texas, as recorded in Volume 4987, Page 214 of the Deed Records of Dallas County, Texas, (D.R.D.C.T.), and a tract in the James Loving Survey, Abstract No. 791, City of Dallas, Dallas County, Texas, and being a portion of a tract of land described as "Second Tract" in Deed to the City of Dallas, Texas, a municipal corporation, dated December 17, 1962, as recorded in Volume 5918, Page 461, D.R.D.C.T., said Access Denial Line being more particularly described by the metes and bounds as follows:

COMMENCING at a 1/2-inch found iron rod on the common line between the northeasterly right-of-way line of Lake Hubbard Parkway (variable width) and the southwesterly line of Lot 1, Block 3 of the Final Plat of Faulkner Point No. 8, an addition to the City of Garland, as recorded in Volume 81244, Page 2521, D.R.D.C.T.;

THENCE North 77 degrees 29 minutes 00 seconds West, along said common line, a distance of 211.89 feet to a 1/2-inch found iron rod for the southeast corner of a tract of land described in Special Warranty Deed to Blue Gill Partnership Fund, Ltd., Texas limited partnership, dated July 26, 2004, as recorded in Volume 2004144, Page 11513, D.R.D.C.T.;

THENCE North 77 degrees 29 minutes 00 seconds West, continuing along said common line and along the southwesterly line of said Blue Gill Partnership Fund tract, a distance of 22.00 feet to a 1/2-inch found iron rod for the point of curvature of a circular curve to the right, having a radius of 522.96 feet and whose chord bears North 64 degrees 30 minutes 33 seconds West, a distance of 234.82 feet;

THENCE Northwesterly, continuing along said common line and along the southwesterly line of said Blue Gill Partnership Fund tract and along said circular curve to the right, through a central angle of 25 degrees 56 minutes 54 seconds and an arc distance of 236.84 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of said common line with the new southeasterly right-of-way line of Interstate Highway No. 30, said point being the beginning of a non-tangent circular curve to the right, having a radius of 5,022.00 feet and whose chord bears South 46 degrees 44 minutes 42 seconds West, a distance of 17.85 feet;**

THENCE Southwesterly, departing said common line and crossing said Lake Hubbard Parkway along said new southeasterly right-of-way line and along said circular curve to the right, through a central angle of 00 degrees 12 minutes 13 seconds and an arc distance of 17.85 feet to an "X"-cut set in concrete for the point of tangency;**

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Description for Parcel 62AC

THENCE South 46 degrees 50 minutes 48 seconds West, continuing across said Lake Hubbard Parkway along said new southeasterly right-of-way line, a distance of 32.63 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of said new southeasterly right-of-way line with the common line between the southwesterly right-of-way line of said Lake Hubbard Parkway and the northeasterly line of a tract of land described as "Tract V" in Deed to LakeTower Properties, L.P., dated December 31, 2001, as recorded in Volume 2002098, Page 2814, D.R.D.C.T., said point being the beginning of a non-tangent curve to the right, having a radius of 572.96 feet and whose chord bears North 50 degrees 38 minutes 25 seconds West, a distance of 3.24 feet;**

THENCE Northwesterly, departing said new southeasterly right-of-way line and along said common line and along said curve to the right, through a central angle of 00 degrees 19 minutes 26 seconds and an arc distance of 3.24 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the east end of a corner-clip at the intersection of the southwesterly right-of-way line of said Lake Hubbard Parkway with the existing southeasterly right-of-way line of Interstate Highway No. 30 (300 feet wide);

THENCE South 85 degrees 49 minutes 12 seconds West, along said corner-clip, a distance of 21.42 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the west end of said corner-clip on said existing southeasterly right-of-way line;

THENCE South 41 degrees 22 minutes 12 seconds West, along said existing southeasterly right-of-way line, a distance of 65.14 feet to the north corner of said City of Dallas tract;

THENCE South 41 degrees 22 minutes 12 seconds West, continuing along the common line between the northwest line of said City of Dallas tract, and the said southeasterly right-of-way line, a distance of 12.99 feet to the beginning of a tangent curve to the right, having a radius of 5,879.58 feet and whose chord bears South 41 degrees 51 minutes 38 seconds West, a distance of 100.67 feet;

THENCE Southwesterly, along said existing southeasterly right-of-way line, and along said curve to the right, through a central angle of 00 degrees 58 minutes 52 seconds and an arc distance of 100.67 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the POINT OF BEGINNING for the beginning of an Access Denial Line, and the beginning of a tangent curve to the right, having a radius of 5,879.58 feet and whose chord bears South 44 degrees 21 minutes 54 seconds West, a distance of 413.26 feet;**

EXHIBIT "A"

County: Dallas
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Description for Parcel 62AC

- 1) THENCE Southwesterly, along said existing southeasterly right-of-way line and said Access Denial Line, and along said curve to the right, through a central angle of 04 degrees 01 minute 41 seconds and an arc distance of 413.35 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the end of said Access Denial Line, from said point the northwest corner of said City of Dallas tract whose chord bears South 48 degrees 02 minutes 47 seconds West, a distance of 109.61 feet (Delta = 01 degree, 04 minutes, 06 seconds (Lt), Radius = 5,879.58 feet, Length = 109.62 feet, Tangent = 54.81 feet).**

This description accompanies a parcel map of even date herewith.

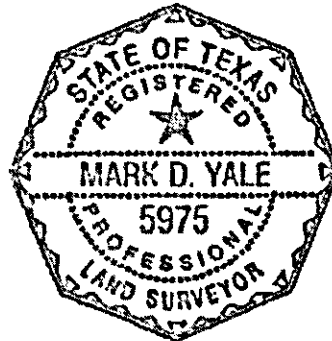
** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access is prohibited across the "Access Denial Line" to the highway facility from the adjacent property.

Bearings in this document refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at project control station numbers 130 through 139. The Dallas County scale factor of 1.000136506 as published by the Texas Department of Transportation, Dallas District Office was used for this project.


Mark D. Yale, R.P.L.S. 1-17-08
Texas Registration No. 5975 Date

DAL-TECH Engineering, Inc.
17311 Dallas Parkway, Suite 300
Dallas, Texas 75248
Phone 972-250-2727 Fax 972-250-4774



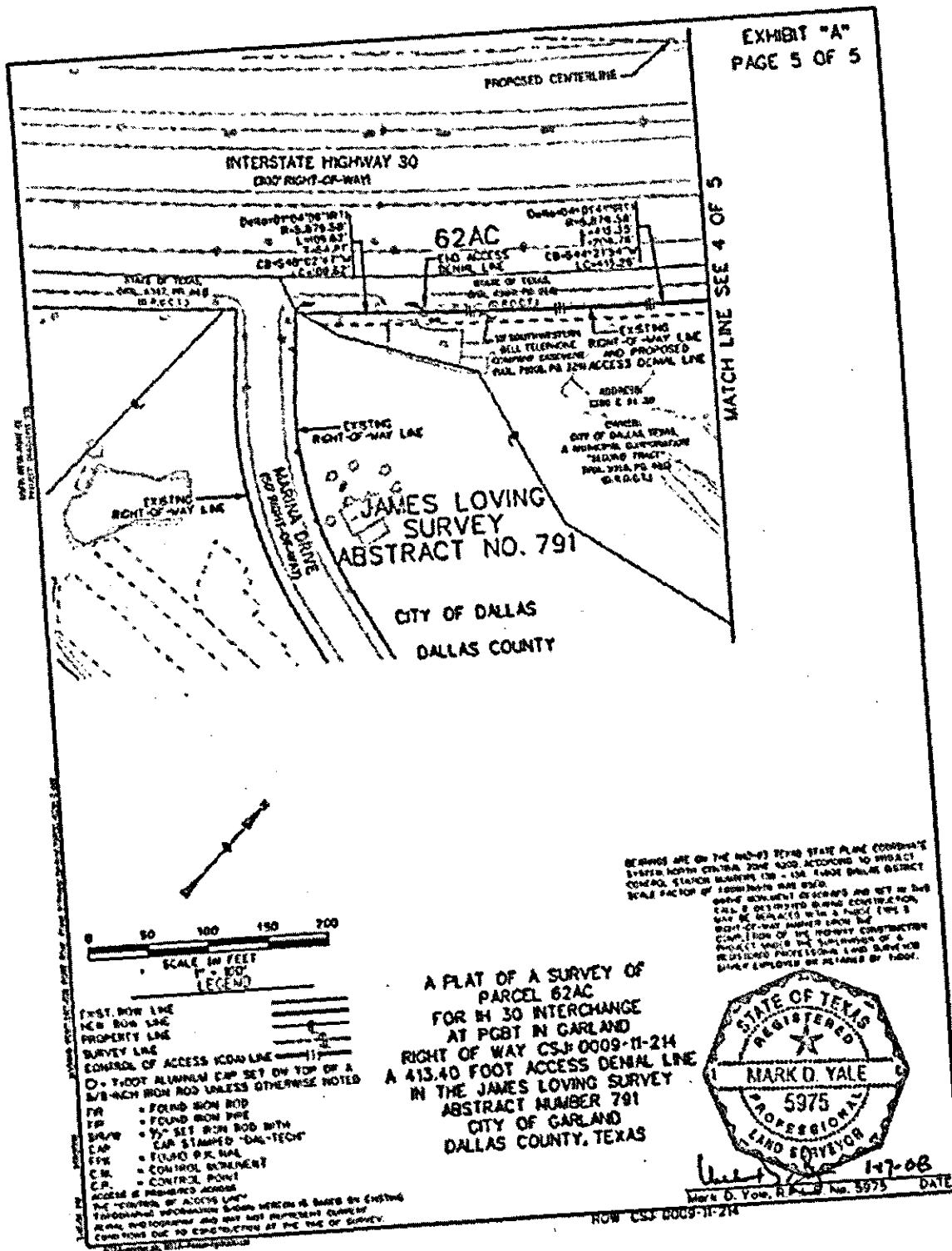


EXHIBIT F

CONVEYANCE INSTRUMENT

[To Be Provided]