

Contract DHT-63

AGREEMENT

WHEREAS, during construction of the Dallas North Tollway through the City of University Park certain streets in the City were damaged by construction and the parties have agreed to settle the matter of such damages and release each other from obligations relating to such construction, and

WHEREAS, the City of University Park has requested participation by Texas Turnpike Authority in the cost of constructing a concrete wall on the east side of the Tollway between Amherst Street and Greenbrier Drive and that the Authority maintain said wall, to which the Authority has agreed.

NOW, THEREFORE, in consideration of the premises the City of University Park and Texas Turnpike Authority have and by these presents do agree as follows:

1. The City of University Park acknowledges receipt of the sum of \$1,032.00 cash from Texas Turnpike Authority, in full and complete satisfaction of all duties of the Authority in connection with the use of city streets during construction of the Dallas North Tollway including damages and repairs thereto occasioned by construction traffic and hereby releases Texas Turnpike Authority from all further obligation relating thereto.

2. The City of University Park acknowledges the sum of \$1,898.40 cash from Texas Turnpike Authority together with salvaged material from the chain link fence on the east side of the Tollway from Amherst to Greenbrier in full recompense for the Authority's duties in connection with the erection of a concrete wall between Amherst Street and Greenbrier Drive on the east side of the Tollway and the City of University Park does hereby grant unto Texas Turnpike Authority and its statutory successors a perpetual easement including ingress and egress to and from Loma Alto for the maintenance and replacement of said concrete wall.

3. In consideration of the above Texas Turnpike Authority hereby agrees to maintain, repair and replace where necessary the said concrete wall located on the east side of the Tollway between Amherst Street and Greenbrier Drive, at the Authority's sole expense.

Witness execution this 23 day of December, 1968.



ATTEST:

Ralph Hoffman
Secretary

CITY OF UNIVERSITY PARK

By Roy C. Coffee
Mayor

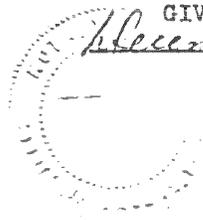
TEXAS TURNPIKE AUTHORITY

By J. S. Davis
Engineer-Manager

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROY C. COFFEE, Mayor of the City of University Park, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of University Park, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23rd day of December, 1968.



Margaret B. Taylor
Notary Public in and for
Dallas County, Texas

Approved as to form
Edke, Purcell, Goren, Lancy & Hardy
General Counsel

By [Signature]
Date Dec 26, 1968