

**PRIVATE FIRE LINE SERVICE AGREEMENT**

2593831

STATE OF TEXAS §

4223868  
10/13/03

\$26.00 Deed

COUNTY OF DALLAS §

**KNOW ALL PERSONS BY THESE PRESENTS:**

This contract and agreement, made and entered into at Irving, Dallas County, Texas, this the 31<sup>st</sup> day of December, A.D. 2001, by and between the City of Irving, Texas, a municipal corporation, (hereinafter referred to as "City"), and The North Texas Tollway Authority ("NTTA") (hereinafter referred to as "Owner"), who is the owner of the facility at (project street address) 5555 State Highway 161, more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Property").

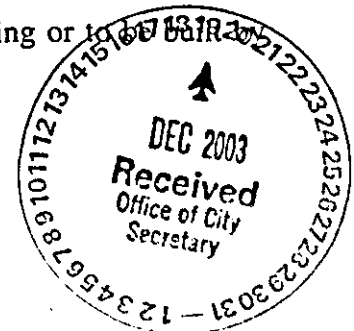
**WITNESSETH:**

WHEREAS, said property is served by a private fire line extending from the City water distribution line to a fire suppression system (one or more hydrants and/or a building fire sprinkler system) located on the Property; and

WHEREAS, there is no master water meter between the private fire line and the City water distribution line; and

WHEREAS, the owner wishes to secure water through the City of Irving's water system for said fire suppression system;

NOW, THEREFORE, in consideration of the City agreeing to allow said fire suppression system to be supplied by private water lines presently existing or to be installed, owner, owner agrees to the following covenants:



1. To pay within thirty (30) days of notice the cost of the water lost, as estimated by the City, should the private fire line break.
2. Be responsible for having private fire line repaired at owner's expense.
3. Be responsible for having private fire line repaired within twenty-four (24) hours of the break.
4. Allow the City to enter upon property upon reasonable prior notice to Owner and with due regard to the safe and efficient operation of the facility to remove any fire hydrant for failure of owner to repair the private fire line or fire hydrant.
5. Not allow any person, firm, corporation, tenant, lessee including owner, to tap any water line on the property which is not metered by the City.
6. Allow the City to cut off water service at any point on the private fire line in the event of a break which might create the possibility of damage to any property or reduce pressure in the City's water system.
7. Install and pay for leak detectors on all fire line water service on the property.
8. Not permit any taps to the fire line water system which have not been authorized by the City.
9. Pay for all water shown to have been secured from all fire line water service except for the amount used for extinguishing fires or testing purposes by the City.
10. Allow the City to inspect and check upon reasonable prior notice to Owner and with due regard to the safe and efficient operation of the facility all fire hydrants and fire lines located on the property and if found in need of maintenance, Owner shall repair said fire hydrants and fire lines.
11. Disconnect or allow the City to disconnect any water line attached to the fire line water system.
12. The owner, its successors and assigns do hereby agree jointly and severally to maintain the private fire line water service on the Property in accordance with


the aforementioned "covenants", and agree without rendering themselves bound by any other City ordinances, codes or regulations, as provided in Owner's agreement with the City to comply with all City ordinances and codes applicable to maintenance of proper fire protection at the facility. The "covenants", ordinances and codes referenced above shall be deemed restrictive covenants running with this agreement.

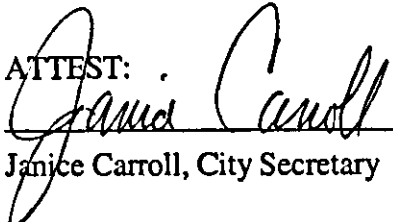
13. This agreement shall be deemed a restrictive covenant running with the land and shall be binding on the owner, its successors and assigns and all subsequent purchasers of the Property or any portion thereof. This agreement shall be filed in the Deed Records of Dallas County, Texas.
14. City retains the right to revoke this agreement should Owner breach the covenants referenced above.
15. These covenants shall not be altered or amended without written consent of the City Council of the City of Irving.

**HOWEVER**, nothing in this agreement shall be construed to place any liability on either the City or the Owner for personal injury or property damage arising out of the operation of the private fire line or cut off of water in or to the private fire line. Furthermore, it is not the intent of this Agreement to impose upon the City or the Owner any liability for injury to persons or property arising out of any construction unrelated to the terms of this Agreement. Nothing herein shall be construed as a waiver of any rights which may be asserted by either party hereto, including the defense of governmental immunity.

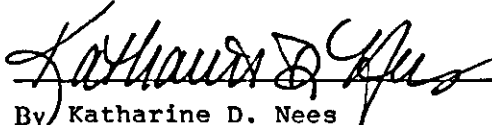
THIS AGREEMENT EXECUTED this the 31<sup>st</sup> day of December AD, 2001

City of Irving  
("CITY")

  
\_\_\_\_\_  
Joe Purnam, Mayor

ATTEST: .  
  
\_\_\_\_\_  
Janice Carroll, City Secretary

North Texas Turnpike Authority  
("OWNER")

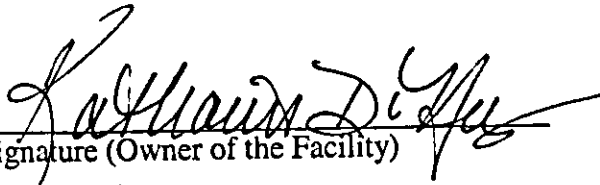
 (Signature)  
By Katharine D. Nees (Printed)

Mailing Address P.O. Box 260729  
City, State, Zip Plano, TX 75026  
Telephone No. 214-461-2000

EXHIBIT A

(Exhibit "A" shall be the legal description of the property. The legal description shall consist of either the metes and bounds or the name of the plat, lot and block, volume and page. Exhibit "A" must be signed by the owner of the facility.)

Mainlane Plaza #10 on the President George Bush Turnpike, address 5555 S.H. 161, is a facility owned and constructed by the North Texas Tollway Authority (NTTA) and is wholly located in public right-of-way secured by the State of Texas for the construction and operation of S.H. 161 and subsequent transferred to the Owner by the Texas Department of Transportation pursuant to an agreement dated as of September 24, 1998.

  
Signature (Owner of the Facility)

SINGLE ACKNOWLEDGMENT

THE STATE OF Texas §

COUNTY OF Collin §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Katharine D. Greer (printed name) known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2<sup>nd</sup> day of January A. D., 2002

Nancy L. Greer  
Notary Public In and For \_\_\_\_\_ County

My Commission Expires:  
\_\_\_\_\_



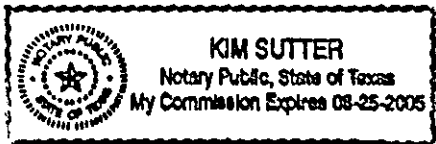
MAYOR'S ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Joe Putnam, Mayor of the City of Irving, Texas, a municipal corporation, 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 Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Irving and that he executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of March A. D., 2002



Kim Sutter  
Notary Public In and For Dallas County

My Commission Expires:  
\_\_\_\_\_