TRANSMITTAL OF EXECUTED DOCUMENTS

To: Kim Hernandez

Procurement Specialist

HNTB

From: Ryan Williams

Contracts Specialist

NTTA

Date: 12/17/2009

RE: Contract 02690-PGB-06-IL-EN

Attached is one original copy of the above referenced agreement for distribution to the contractor. Please use this original to make additional copies as needed for your files or distribution to others as you deem necessary.

Contract management has maintained one original copy of each for the central files.

Should you require any additional information you may contact me at ext. 2060.



P.O. BOX 133067 • DALLAS, TEXAS 75313-3067 • (214) 320-6100

December 7, 2009

Ms. Lorelei Griffith North Texas Tollway Authority 5900 West Plano Parkway, Suite 100 Plano, Texas 75093

RE: Multiple Use Agreement

Use of State Right of Way - Public Parking Facility

President George Bush Turnpike (SH 190)

Dear Ms. Griffith,

Attached, for your use is a fully executed original of the Multiple Use Agreement between Dallas Area Rapid Transit, the North Texas Tollway Authority and the Texas Department of Transportation for the use of State right of way at President George Bush Turnpike for a public parking facility.

If you have any questions, please call me at 214-320-4435.

Sincerely,

Moosa Saghian, P.E.

Director of Project Delivery

Attachment

CC: Charlton - District Maintenance

Contract Files



MEMORANDUM

TO:

Robert D. Blackwell, P.E., R.P.L.S.

DATE: August 21, 2009

FROM:

Margaret A. Moore, P.E.

SUBJECT: Proposed Multiple Use Agreement

Public Parking Facility—SH 190

Dallas Area Rapid Transit (DART) & North

Texas Tollway Authority (NTTA)

Dallas District

As requested, we have reviewed the above mentioned agreement. We do have several concerns found in Exhibit C Construction Plans. These include:

- Sheet 19-There are no stop bars shown on Crawford Road or in the parking lot. TxDOT normally installs stop bars with STOP signs.
- Sheet 20-The handicapped parking signs are being placed directly in front of the applicable parking spots on the sidewalk. However, per TxDOT standard PM(AP)-98, these signs are normally a minimum of one foot behind the sidewalk.
- Sheet 29-In the top left chart, "100 A LUGS" is shown, but directly below this chart "MAIN 100A" is shown. Does the designer prefer a main disconnect breaker or lugs? It is probably best to use the main disconnect breaker since there are currently six circuits on this service, which is the maximum allowed by the National Electric Code on any service without a main disconnect breaker.
- Sheet 29-Remove Drawing 3 since this is in conflict with Drawing 2.
- Sheet 41-The detail of the STOP sign includes a white border. This is not recommended per section 2B.06 of the Texas Manual on Uniform Traffic Control Devices. Anything which obscures the shape of the STOP sign should not be used.

Also, please note that the agreement refers to Exhibit A as the Metes and Bounds and Exhibit B as the graphical site plan. They are shown in reverse order as the attachments to the agreements.

If you have any questions, please call Brian Stanford at (512) 416-3122 or me at (512) 416-3135. Margarelli Moore, P.E.

Attachment



MULTIPLE USE AGREEMENT

STATE OF TEXAS

§

COUNTY OF TRAVIS

8

THIS AGREEMENT made by and between the State of Texas acting through the Texas Department of Transportation, hereinafter referred to as "STATE", and Dallas Area Rapid Transit, a regional transportation authority, hereinafter called "DART", and North Texas Tollway Authority, a regional tollway authority hereinafter called "NTTA" is to become effective when last executed by the parties.

WITNESSETH

WHEREAS, DART has requested the STATE and NTTA to permit DART's construction, maintenance and operation of a public parking facility (hereinafter called "The Facility") to serve DART's Light Rail Transit station on certain right-of-way owned by the STATE under the President George Bush Turnpike, a turnpike project of NTTA (the "Turnpike"), west of Plano Road intersection and east of U.S. 75 Interchange, said STATE right-of-way being described by metes and bounds in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, a general layout of The Facility is shown graphically on the site plan attached as Exhibit "B" hereto and made a part hereof; and

WHEREAS, the State and NTTA have indicated their willingness to approve the establishment of The Facility, such approval being expressly conditioned upon: (1) DART entering into this Agreement; (2) DART's use of The Facility being in the public interest; (3) The Facility being constructed, operated and maintained in such a manner as not to damage the Turnpike or S.H. 190; and (4) The Facility not impairing safety, impeding maintenance or in any manner restricting the operation of the Turnpike or S.H. 190, all as determined from engineering and traffic investigations conducted by the STATE; and

WHEREAS, as of the execution date of this Agreement, NTTA is responsible for the operation and maintenance of the Turnpike, including the main lanes and all bridge-related elements, while the STATE is responsible for operation and maintenance of S.H. 190; and

Texas Department of Transportation

WHEREAS, on the 9/9/2008, the governing body for DART adopted Resolution No. 080/33, authorizing DART's participation in this Agreement with the STATE and NTTA; and WHEREAS, on the 1/20/2007, the governing body for NTTA adopted Resolution No. 017-142, authorizing NTTA's participation in this Agreement with the STATE and DART.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

DART has prepared the design and construction plans for The Facility, and will provide for the construction work as required by said plans at no cost to the STATE or NTTA. Said plans include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, and adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. Completed plans will be submitted to and reviewed by the STATE and NTTA and design changes, if any, have been incorporated by DART into the completed plans, said plans being hereby incorporated into this Agreement and made a part hereof in all respects by reference. Any future revisions or additions to The Facility shall be made only after the prior review of those revisions and additions by the STATE and NTTA, and the incorporation by DART of their requested design changes, if any. The parties expressly acknowledge and agree that none of the review rights provided in this Section 1 shall be deemed or construed to transfer any responsibility or duty to, or otherwise create any liability for, the STATE or NTTA regarding the completeness, accuracy, soundness or other feature of the foregoing plans.

Sidewalks, curb ramps and other pedestrians elements to be constructed by DART shall be in accordance with the requirements of Title II of the Americans with Disabilities Act (ADA) and with the Texas Accessibility Act (TAS). Elements constructed by DART and found not to comply with ADA or TAS shall be corrected at the entire expense of DART. DART shall submit the plans to the Texas Department of Licensing and Regulation (TDLR) for review and inspection. DART shall furnish the STATE with a TDLR Certification of Substantial Compliance for this project.



2. INSPECTION

Ingress and egress shall be allowed at all times to The Facility for Federal Highway Administration personnel and the STATE and/or NTTA forces and equipment when the Turnpike or S.H. 190 highway maintenance operations are necessary, and for inspection purposes; and upon request, by the STATE or NTTA, all parking or other activities for periods required for such operations will be prohibited.

The STATE and NTTA retain the rights to regularly inspect the facility during construction, and within thirty (30) days of completion of construction and once a year thereafter.

3. PARKING REGULATIONS

Parking regulations shall be established and enforced by DART limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by the STATE, exists.

4. PROHIBITION/SIGNS

Regulations shall be established and enforced by DART prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the STATE and NTTA prior to the actual erection.

5. RESPONSIBILITIES

Maintenance and operations of The Facility shall be entirely the responsibility of DART. This Agreement shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the STATE and NTTA. Nothing herein prohibits DART from obtaining the services of a contractor for operation or for maintenance of The Facility after written notice hereof to NTTA and the STATE. Further, such maintenance responsibility shall include, but not be limited to, picking up trash, mowing and otherwise keeping The Facility in a clean and sanitary condition, and periodic surveillance by police patrol in order to limit the possible creation of a nuisance or hazard to the public. Hazardous or objectionable smoke, fumes, vapor or odors shall not be



shall not be permitted to rise above the grade line of the Turnpike, nor shall The Facility subject the Turnpike or S.H. 190 to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow. DART hereby acknowledges that NTTA owns, operates and maintains the Turnpike over The Facility and nothing in this Agreement abrogate those rights.

6. FEES

No fees will be collected by DART for parking at The Facility.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to the STATE, NTTA and DART to terminate this agreement upon notice, and upon the exercise of any such right by the STATE, NTTA and/or DART, all obligations herein to make improvements to said facility shall immediately cease and terminate.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of either the STATE or NTTA it is found at any future time that traffic conditions have so changed that the existence or use of The Facility is impeding maintenance, damaging the Turnpike or S.H. 190, impairing safety or that The Facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the STATE's or NTTA's judgment that The Facility is not in the public interest, this Agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to all parties can be applied to eliminate the objectionable features of The Facility; or (2) terminated and the use of The Facility as proposed herein terminated.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by this Agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State of Texas. The Facility shall be designed, constructed, operated and maintained in such a manner as not to impair the structural integrity of the Turnpike and S.H. 190 and the safe and efficient operation of either thereof.



10. RESTORATION OF AREA

DART shall provide written notification to the STATE and NTTA if the operation of the facility will be discontinued for the purpose defined herein. DART shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its operation and maintenance responsibility under this Agreement and restore the area to a condition satisfactory to the STATE and NTTA.

DART agrees that if at any time it becomes necessary for the Turnpike or S.H. 190 to expand or be rerouted to that portion of the STATE's right of way being used by DART, DART will remove The Facility from the STATE right of way at no cost to the STATE or NTTA. DART will be responsible for the restoration of the State right of way to its pre-use condition and be responsible for any and all costs associated with the restoration.

11. PREVIOUS AGREEMENTS

It is understood that this Agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

DART acknowledges that it is not an agent, servant or employee of the STATE or NTTA, and that it is responsible for its own acts and deeds and for those of its agents or employees during the performance of work under this Agreement.

None of the parties hereto intends to waive, relinquish, limit or condition its rights to avoid any such liability by claiming its governmental immunity.

When notified by the STATE or NTTA to do so, DART shall within ninety (90) days from receipt of the STATE's or NTTA's written notification thereof, pay for the full cost of repairing any damages to the Turnpike or S.H. 190 which may result from DART's construction, maintenance or operation of The Facility, and shall promptly reimburse the STATE or NTTA for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this Agreement shall be construed as creating any liability in favor of any third party against the STATE, NTTA and DART. Additionally, this Agreement shall not ever be construed as relieving any third party from any liability against the STATE, NTTA and DART, but DART shall



become fully subrogated to the STATE and NTTA and shall be entitled to maintain any action over and against the third party which may be liable for having caused the DART to pay or disburse any sum of money hereunder to the STATE and/or NTTA.

DART shall, insofar as it is legally permitted and subject to such limitations, indemnify and release the STATE and NTTA against any and all claims, damages, suits, costs, causes of action, losses and all other damages, including those arising from from injury or death of persons or loss or damage to property, arising out of, incident to, or in any manner connected with construction, maintenance or operation of The Facility; said indemnification obligations herein shall extend to and include, if requested in writing by the STATE or NTTA, the obligation to defend a suit brought against the STATE and/or NTTA for the acts, activities or conduct described in this paragraph.

13. INSURANCE

A. DART Insurance During Construction of The Facility:

DART acknowledges and fully accepts its responsibility for The Facility project. DART has acknowledged to the STATE and NTTA that DART has acquired an Owner Controlled Insurance Program (OCIP) which does provide and shall provide insurance to DART and its related contractors during its construction activities at The Facility. DART will, insofar as it is legally permitted, provide and maintain OCIP for the payment of any and all claims, damages and/or personal injury claims and/or other losses that may result from the construction of The Facility project. The OCIP will be in effect at all times during the construction of The Facility. At the time of awarding a contract for construction, DART will provide a Certificate of Insurance to its successful contractor indicating the coverages provided by OCIP. The Certificate of Insurance (STATE form No. 1560) shall name the STATE and NTTA as additional insureds. The form of the Certificate of Insurance is attached as Exhibit "C" and made a part hereof for all purposes. This form has been found to be acceptable to the STATE and NTTA.

DART shall provide a Certificate of Insurance (STATE form No. 1560) to the STATE and NTTA, prior to the commencement of any construction work on The Facility project. The Certificate of Insurance will be delivered to the State and NTTA project representative prior to the commencement of any work by DART or its contractors on said right-of-way.



DART shall require the successful contractor to supply Worker's Compensation insurance coverage in compliance with the laws of the State of Texas and Employer's Liability insurance with minimum limits of \$1,000,000 --- Each Accident; \$1,000,000 --- Disease Limit Policy; and \$1,000,000 --- Disease Each Employee.

Additionally, DART shall require the successful contractor to supply Business Automobile coverage in at least the amounts set forth below. Said coverage shall be endorsed naming DART, the STATE and NTTA as additional insureds. Prior to commencement of any work by DART on The Facility, DART will cause the contractor to deliver a Certificate of Insurance for the following automobile coverages and amounts to the STATE and NTTA project representatives:

Texas Business Automobile Policy Coverages and Amounts

Amount - Bodily Injury

\$500,000 each person

\$1,000,000 each occurrence

Amount - Property Damage

\$1,000,000 each occurrence

(Or a Comprehensive Automobile Liability Insurance Policy with a minimum \$1,000,000 Combined Single Limit for Bodily Injury and/or Property Damage, including Hired and Non-Ownership Liability Coverage)

All insurance provided for The Facility project will provide waivers of subrogation in favor of the STATE, NTTA and, where applicable, DART. Without limiting the obligation of the contractor and/or DART to maintain the insurance throughout the construction, the Certificate of Insurance shall require the insurer to provide a written notice the STATE and NTTA at least 30 days prior to any cancellation of the contractor's policy.

B. DART's Responsibility for Operational and Maintenance Claims Related to The Facility:

At all times during this Agreement, DART shall maintain funds designated to cover, to the extent permitted by law, any and all claims, damages and/or personal injury claims and/or other losses to the STATE, NTTA or to other parties as related to the Texas Tort Claims Act and arising out of DART's operation and maintenance of The Facility that are equal to the statutory maximum amount provided by Texas law. Nothing contained in this subsection 13.B. shall amend or otherwise affect the provisions of Section 12.



C. No Joint Enterprise:

The parties do not intend that this Agreement be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this Agreement are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim any relationship.

This Agreement does not constitute a joint enterprise, as there are no pecuniary interests, no common purpose and no equal right of control amount the parties hereto.

14. USE OF RIGHT OF WAY

It is understood that the STATE by execution of this Agreement does not impair or relinquish the STATE's right to use such land for highway purposes when it is required for the construction or reconstruction of the traffic facility for which it was acquired, nor shall use of the land under such Agreement ever be construed as abandonment by the STATE of such land acquired for highway purposes, and the STATE does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits. Further, it is understood that NTTA by execution of this Agreement does not impair or relinquish the rights of NTTA to construct, operate, maintain and repair the Tumpike, including the main lanes, bridge and bridge-related items, nor shall the use of the land under such Agreement ever be construed as abandonment by NTTA of any of its rights in and to the Turnpike, and NTTA does not purport to grant any interest in the Tumpike or its rights therein but merely consents to such use to the extent that its authority and interests permit.

15. ADDITIONAL CONSENT REQUIRED

The STATE and NTTA assert only that each has sufficient title or rights for S.H. 190 or the Turnpike, as applicable, and related purposes. DART shall be responsible for obtaining such additional consent, or agreement as may be necessary due to this Agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, Americans with Disabilities Act (ADA), public utilities and governmental entities.

16. FHWA ADDITIONAL REQUIREMENTS

If The Facility is located on the Federal-Aid Highway System, the STATE, NTTA and DART are also bound by the additional requirements as set forth in the Federal Highway Administration's Title



23, Code of Federal Regulations, § 710, which shall be attached as "ATTACHMENT A" and become a part of this Agreement.

17. CIVIL RIGHTS ASSURANCES

DART, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that DART shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the STATE shall have the right to terminate the Agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by all parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement. The parties agree that this Agreement shall be construed in accordance with Texas law.



20. NOTICES

All notices required under this Agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)

Texas Department of Transportation Attn: Right of Way Section P.O Box 133067 Dallas, Texas 75313-3067

North Texas Tollway Authority (Mailing Address)

North Texas Tollway Authority General Counsel 5900 W. Plano Parkway, Suite 100 Plano, Texas 75093 Dallas Area Rapid Transit (Mailing Address)

Dallas Area Rapid Transit Attention: AVP-Real Estate 1401 Pacific Avenue Dallas, Texas 75266-7230



21. WARRANTS

The signatories to this Agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have executed triplicate counterparts to effectuate this Agreement.

DALLAS AREA RAPID TRANSIT

ye d. Simmons.

Approved as to Form:

General Counsel

By: Jun Thomas Gary C. Thomas President/Executive Director		
Date: 19/13/2008		
The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract	prints on the state of the stat	
or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An		

Initial

North Texas Toll Authority

to the investigation or audit.

Dallas Area Rapid Transit

Texas Department of Transportation

entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant

Modified MUA of GSD-EPC Form 2044

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect

of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

By: /

Toribio Garza, Jr., P.E.

Director, Maintenance Division

Date: 11/24/09

APPROVAL RECOMMENDED.

V: ////

William L. Hale, P.E.

District Engineer, Dallas District

Date: 7/27/09



NORTH TEXAS TOLLWAY AUTHORITY

By: Wille Clemna

Printed/Typed Name: Allen Clemson

Title: Executive Director

Date: 7/22/2009

ATTEST: // // / / / / Ruby Franklin, Executive Secretary

Approved as to Form: Lock - Lord Bissell & Lideell, LLP

By: General Counsel

List of Attached Exhibits:

Exhibit A - General Layout (Preliminary Conceptual Site Plan)

Exhibit B - Metes and Bounds Description

Exhibit C - Approved Construction Plans

Exhibit D - Certificate of Insurance (TxDOT Form 1560)



EXHIBIT A GENERAL LAYOUT (Preliminary Conceptual Site Plan)

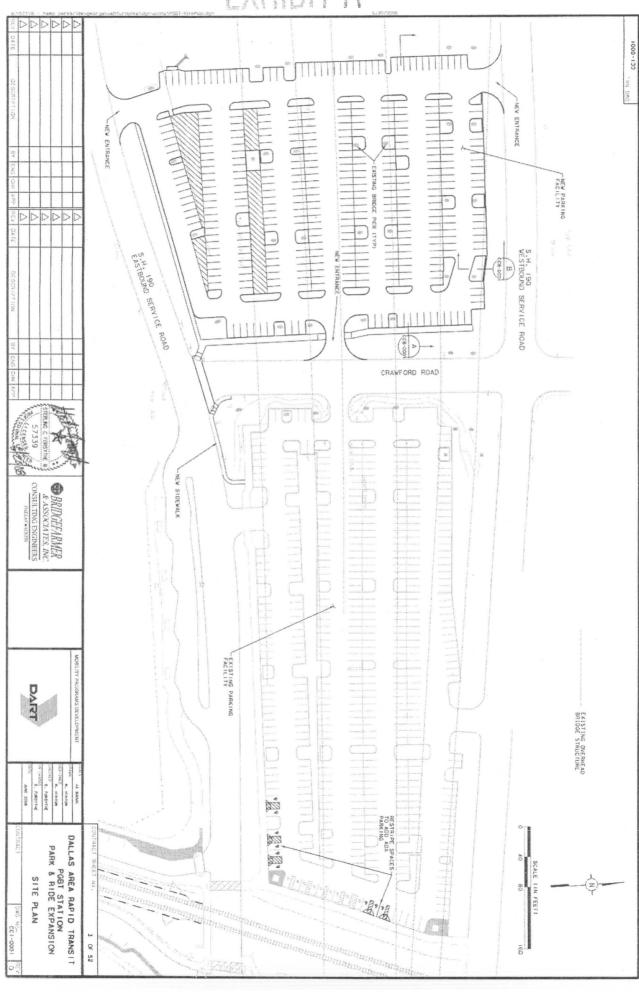




EXHIBIT B METES AND BOUNDS DESCRIPTION



EXHIBIT "A"

County: Highway: Collin

State Highway 190 at Crawford Street

Page 1 of 5 October 25, 2007

Description for Parcel 1

BEING a 184,197 square foot tract of land in the Samuel Klepper Survey, Abstract No. 216, and in the James G. Vance Survey, Abstract No. 938, in the Cities of Plano, and Richardson, Collin County, Texas, and being a portion of President George Bush Turnpike (State Highway 190)(variable width Right-of-Way), and being part of a tract of land described as "Parcel 18B" in Donation Deed Controlled Access Highway Facility to the State of Texas as recorded in Document No. 92-0010446, of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being part of a tract of land described as "Parcel 17" in Quitclaim Deed to the State of Texas as recorded in Document No. 93-0065598, D.R.C.C.T., said 184,197 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch found iron rod with TxDOT aluminum cap for an angle point on the north right-of-way line of said S.H. 190, said point being North 88 degrees 06 minutes 17 seconds West, a distance of 82.96 feet from the intersection of the north right-of-way line of said SH 190 with the west right-of-way line of Dallas Area Rapid Transit Property recorded in Volume 3424, Page 126, D.R.C.C.T.;

THENCE North 83 degrees 20 minutes 06 seconds West, along the north right-of-way line of said S.H. 190, a distance of 592.20 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for an angle point;

THENCE South 69 degrees 11 minutes 16 seconds West, departing the north right-of-way line of said SH 190, and crossing said State of Texas tracts across the westbound service road of S.H. 190 and the intersection of said service road with Crawford Street (undedicated right-of-way, part of State of Texas tracts), a distance of 150.90 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 a northeast corner of a proposed DART/TxDOT Joint Use Agreement Parcel;

- 1) THENCE South 03 degrees 37 minutes 01 second West, continuing across said State of Texas tracts, along the east line of said proposed DART/TxDOT Joint Use Agreement Parcel, and on the west side of said Crawford Street, a distance of 394.99 feet to a 1/2-inch set iron rod with cap set for the southeast corner of said proposed DART/TxDOT Joint Use Agreement Parcel, said point located on the north side of the east bound service road of said S.H. 190;
- 2) THENCE South 74 degrees 39 minutes 10 seconds West, departing the west side of said Crawford Street, continuing across said State of Texas tracts, along the south line of said proposed DART/TxDOT Joint Use Agreement Parcel, and the north side of said eastbound service road, a distance of 160.22 feet to a 1/2-inch set iron rod with cap set for the beginning of a tangent curve to the right, having a radius of 1,622.97 feet and whose chord bears South 78 degrees 53 minutes 20 seconds West, a distance of 239.76 feet;

EXHIBIT "A"

County: Highway:

Collin

State Highway 190 at Crawford Street

Page 2 of 5 October 25, 2007

Description for Parcel 1

- 3) THENCE Southwesterly, continuing across said State of Texas tracts, and the south line of said proposed DART/TxDOT Joint Use Agreement Parcel, along the north side of said eastbound service road, and said curve to the right, through a central angle of 08 degrees 28 minutes 19 seconds and an arc distance of 239.98 feet to a 1/2-inch iron rod with cap set for the southwest corner of said proposed DART/TxDOT Joint Use Agreement Parcel;
- 4) THENCE North 02 degrees 27 minutes 20 seconds East, departing the said eastbound service road, and continuing across said State of Texas tracts, along the west line of said proposed DART/TxDOT Joint Use Agreement Parcel, a distance of 521.22 feet to a 1/2-inch set iron rod with cap set for the northwest corner of said proposed DART/TxDOT Joint Use Agreement Parcel, said point also being the beginning of a non-tangent curve to the right, having a radius of 4,000.00 feet and whose chord bears South 86 degrees 30 minutes 20 seconds East, a distance of 378.29 feet, and said point being on the south side of said westbound service road of said S.H. 190;
- 5) THENCE Southeasterly, continuing across said State of Texas tracts, along the north line of said proposed DART/TxDOT Joint Use Agreement Parcel, and the south side of said westbound service road, along said curve to the right, through a central angle of 05 degrees 25 minutes 14 seconds and an arc distance of 378.43 feet to a 1/2-inch iron rod with cap set for the northerly most northeast corner of said proposed DART/TxDOT Joint Use Agreement Parcel;
- 6) THENCE South 44 degrees 48 minutes 47 seconds East, continuing across said State of Texas tracts, along the northeast line of said proposed DART/TxDOT Joint Use Agreement Parcel, a distance of 20.96 feet to the POINT OF BEGINNING and containing 184,197 square feet [4.229 acres] of land, more or less.

EXHIBIT "A"

County:

Collin

Highway:

State Highway 190 at Crawford Street

Page 3 of 5 October 25, 2007

Description for Parcel 1

This description accompanies a parcel map of even date herewith.

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.F.

10-25-07

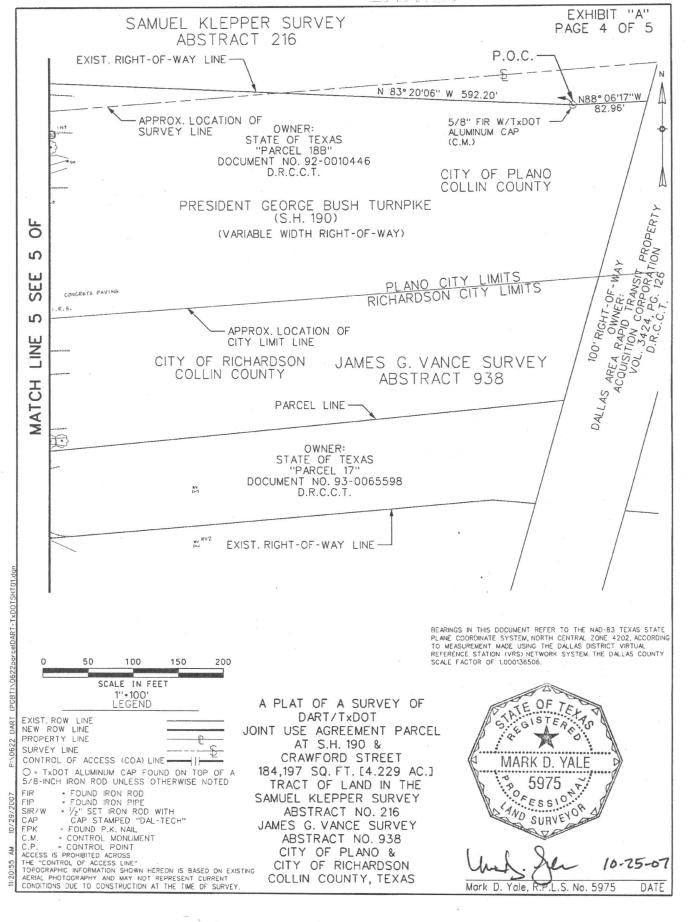
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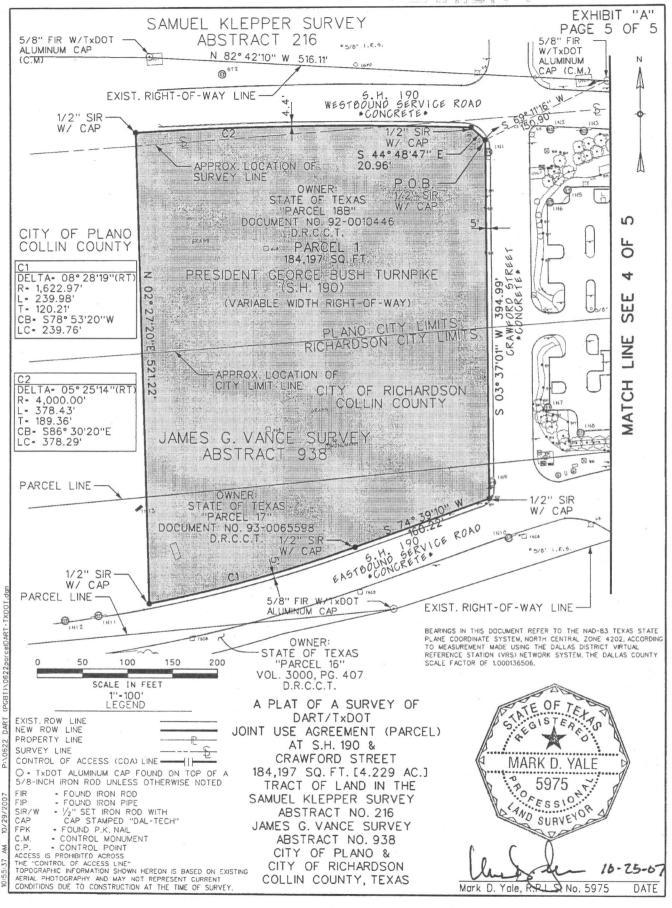
Date

Texas Registration No. 5975

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







dlb622.odt

Copyright (2000) GEOPAK Corporation _____ GEOPAK All rights reserved Project: fir Subject: COGO Operator: DT Job No. 622 Date: Monday October 29, 2007 10:52 am SYSTEM FIX 2 ASEC 2 BEAR PRI 0 RED NE STA 2 FILE: 'DLB' 1 Inverse 5002 5001 Inverse 5002 to 5001 N 88^ 06' 17.00" W Distance 82.96 2 Inverse 5001 5000 Inverse 5001 to 5000 N 83^ 20' 06.00" W Distance 592.20 3 Inverse 5000 5009 Inverse 5000 to 5009 N 82^ 42' 10.00" W Distance 516.11 4 Inverse 5000 5011 Inverse 5000 to 5011 S 69^ 11' 15.59" W Distance 150.90 5 DESCRIBE PARCEL DLB Parcel DLB: 5011 5012 CUR C5013-5014 CUR C5015-5016 5011 Feature: INPUT $184,196.97 \text{ ft}^2 =$ 4.23 a Total parent tract area = $0.00 \, \text{ft}^2 =$ Total taken area = 0.00 a 0.00 ft² = 184,196.97 ft² = 0.00 a Total easement area Remaining area = 4.23 a Description of parcel: DLB Beginning parent tract description 7,054,044.70 E Point 5011 N 2,519,109.78 Sta 0+00.00 Course from 5011 to 5012 S 3[^] 37' 01.00" W Dist 394.99 Point 5012 N 7,053,650.49 E 2,519,084.86 Sta 3+94.99 Course from 5012 to PC C5013-5014 S 74^ 39' 10.00" W Dist 160.22 Curve Data Curve C5013-5014 Feature: INPUT 6+75.42 N 8^ 28' 19.29" (RT) 3^ 31' 49.10" 7,053,576.27 E 2,518,814.43 P.I. Station Delta = Degree = 120.21 Tangent Length = 239.98 = = Radius 1,622.97 External 4.45 =

Page 1

239.76

Long Chord =

EXHBIE

dlb622.odt

Mid. Ord. = P.C. Station P.T. Station C.C. Back = S Ahead = S Chord Bear = S	4.43 5+55.21 7+95.19 74^ 39' 10.00" w 83^ 07' 29.29" w 78^ 53' 19.64" w	N N N	7,053,608.09 E 7,053,561.88 E 7,055,173.18 E	2,518,930.35 2,518,695.09 2,518,500.81
Course from PT C	5013-5014 to PC C5	015-5016	N 2 [^] 27' 19.64"	E Dist 521.22
		Curve Da	ta *	
Curve C5015-5016 Feature: INPUT P.I. Station Delta = Degree = Tangent = Length = Radius = External = Long Chord = Mid. Ord. = P.C. Station P.T. Station C.C. Back = S Ahead = S Chord Bear = S	15+05.77 5^ 25' 14.37" 1^ 25' 56.62" 189.36 378.43 4,000.00 4.48 378.29 4.47 13+16.41 16+94.84 89^ 12' 56.68" E 83^ 47' 42.31" E 86^ 30' 19.50" E	N (RT) N N N	7,054,080.03 E 7,054,082.62 E 7,054,059.56 E 7,050,083.00 E	2,518,906.76 2,518,717.42 2,519,095.01 2,518,662.67
Course from PT C	5015-5016 to 5011	s 44^ 48	' 47.00" E	Dist 20.96
Point 5011 N	7,054,044.	70 E	2,519,109.78	Sta 17+15.80

Ending parent tract description



EXHIBIT C APPROVED CONSTRUCTION PLANS

D ALLAS CONSTRUCTION PARK AREA PGBT RIDE STATION RAPID EXPANSION PLANS TRANSIT FOR





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051-00013 \$ 0015 051-0001 - 0006 A59-0002 CS6-0308

ASP-0004 USI-0003 & 0004 USI-0003 USI-0003 ES2-0003



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\$2.50 \$0	₩C3+0001 ₩ 0002	SIE SKRAGE AND PAVEMENT WARKING PLAN SEDIMENT AND EROSION CONTROL SIGET
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	557 W.S		

STANDARD CONSTRUCTION DETAILS - STORM SEWER PEDESTRUM FACILITIES

CITY OF RICHARDSON STANDARDS TXDOT STANDARDS 1CPC-11-98 PED-05

BRIDGEFARMER & ASSOCIATES, INC. 80-11-9

EXYSTED PASKING SPACES ADDED * 90 ADDITIONAL PASKING SPACES ADDED * 90 ADDITIONAL PASKING SPACES ADDED * 16 ADDITIONAL ADD. SPACES ADDED * 9 ADDITIONAL ADD. SPACES AVAILABLE * 1.193

ALI RADITE MANAGER

APPROVED A TO THE TO THE TOTAL THE T 80/45/9

DALLAS AREA RAPID TRANSIT

CITY OF RICHARDSON

THE STATES, P.E. P. LOS.

DATE STATES, P.E. P. LOS.

ASSISTANT OFFICTOR OF THE COMENT SCAPICES

TRANSPORTETION AND TRAFFIC

CC4-0001 I. UNLESS OTHERWISE SPECIFIED, ALL PAVEMENT DEWOLITION AND NEW CONSTRUCTION ON PUBLIC RIGHT OF WAY SHALL COMPONE TO THE CURRENT CITY OF PLANO STANDARD SPECIFICATIONS, DETAILS, AND GENERAL DESIGN STANDARDS. 5%0

2. SHOULD THE CONTRACTOR DESIRE TO UNDERTRIKE CONSTRUCTION.

SCOLEKVING OR TARFIC CONTRACT WEAKINGS DIFFERING FROM HOSE SHOWN IN THESE PLANS. HE SHALL PREPARE A THAFFIC CONTRACT PLANFORM TRAFFIC PROBLEMS FOR THE PROBLEMS THE PROBLEMS FOR THE PROBLEMS THE PROBLEMS FOR THE PROBLE

3. ALL BARRICADES, WARNING SIGNS, LIGHTS, DEVICES ETC, FOR THE GUIDANCE AND PROFECTION OF TRAFFIC AND PEDESTRIANS MUST CONFERN TO THE MESTALLATION SHOWN IN THE ZOOG FEASS MANUAL OF UNIFICEM TRAFFIC CONTROL DEVICES, AS CURRENTLY AMENDED.

4. THE COMPACTOR SHALL NOTIFY THE FOLLOWING FRANCHISE AND CITY CHILLINGS. A KINHAUM OF 48 HORES PRIOR TO ANY CONSTRUCTION OF EXCLUNITIONS AS KINHAUM OF 48 HORES PRIOR TO ANY CONSTRUCTION OF EXCLUSIVE STEEM BELL. TELEPHONE: 000-339-0440

TAU ELEC., 1-800-344-93/7

TYU GAS: 2.4-741-3150 (0-800-480-305)

ALBI CABLE SERVICES: 214-282-3000

ALBI CABLE SERVICES: 214-282-3000

CITY OF RICHARDSON PUBLIC OF WORKS: 972-744-4111

DOCOR: 1-800-010-TESS

OCORN: 1-800-010-TESS

OCORN: 1-800-010-TESS

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02525-1 02525-2.1 02525-2.2 02525-3.1 02525-3.1

S. THE INFORMATION SHOWN ON THE DRAWINGS COMERNING SIZE. THE AND LOCATION OF UTILITIES IS NOT QUARANTEED 10 BE ACCURATE OR ALL-INCLUSIVE. OTHER OTILITIES OFFEREAD AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE HIS OWN THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE HIS OWN THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE HIS OWN THE CONTRACTOR SHALL BE SOURCE THERETO. UTILITIES AS MAY BE INCESSIANT TO AVOID DAMAGE THERETO. UTILITIES DAMAGED THE CONTRACTOR SHALL BE SOLET THE CONTRACTOR SHALL BE SOLET THE CONTRACTOR SHALL BE SOLET THE

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6. PRIGHT TO EXCEND THE WORK FOR FOREIGN TONS OR ANY OTHER WORK,
THE CONTRACTOR SHALL WHITE ALL OWNESS OF WINDERS WORK AND THE FOREIGN THE CONTRACTOR SHALL WORK AND THE CONTRACTOR SHALL WINDERS WOTCE TOWN THE CATTON THE CESSERY THE CONTRACTOR SHALL DIG BUYER OF WINDERS WOT WINDERS WORK AND THE CATTON SHALL DIG BUYER OF WINDERS WORK AND THE CATTON SHALL BE THE SCLE
RESPONSIBILITY OF THE OWNERACIOR.

7. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING STREETS AND SIDEVALKS ALACKENT TO THE PROJECT FREE OF MUD AND DEBRIS FROM CONSTRUCTION OPERATIONS AT ALL TIMES.

MAJICH FOR BEDS
COMPOST FOR BEDS

- COMPOST

- IRRIGATION SYSTEM

COMPOST COM

105

9. THE CONTRACTOR SHALL MOTHER DERT, TADOT, AND NITA AT LEAST? WORKING BASS PRICES TO THE STAFF OF CONSTRUCTION TO ABBRANCE FOR THE CLOSEDE. BY DAY, OF ALL AFFECTED EXISTING PARKING SPACES AND APPURTENANCES IN THE WORK AREA. A NO LAME CLOSURES SHALL BE PERMITTED BETWEEN THE HOURS OF 6.000AM TO 9.00DM TO 1.00DM. THE CONTRACTOR SHALL RESIDES THAT TO 9.00 ALL AFFECTED PROFERTIES 15 MAINTAINED DURING LAME CLOSURES.

is, any traffic control plan shall adhere to the txdot standard top (2-1) - 98. I? COMPACTOR WILL BE WORKING ON WITE PROPERTY ANDUMO AND UNDER SA 190 STRUCTURES, MAXIMUM CARE IS TO BE TAKEN. BRIDGE LIMITS SHOWN ARE APPROXIMATE AND ONLY PROVIDED FOR REPERENCE. II. ALL BARRIER FREE HAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PLANO AND RICHARDSON STANDARD CONSTRUCTION DETAILS COMPACT ALL SUBGRADE TO THE DEPTH SHOWN ON THE PLANS TO AT LEAST OF THE OPTIMUM MOISTURE DERSITY AS DETERMINED BY 487M 669B.

BRIGATION FOR BEDS

RRICATION FOR TURFGRASS

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20,047

SUMMARY OF QUANTITIES (FOR CONTRACTORS INFORMATION ONLY)				
SELIMATED OF STILLES			***************************************	MOO GIR GRIAMISS
DART DESCRIPTION	1867	ALERWING	DART ITEM	THE TENTE OF THE PROPERTY OF T
MOBILIZATION (3% MAXIMUM)	5.1	~	01505.1	THE CHANGE OF THE PROPERTY OF
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SITE PREPARATION	53		1-00020	CC MCL113CM
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LIME MANIPULATION	A.S.	15,100	02243-1	LINE MANSULATION
	NOT	340	02243-2	3MI 3
6" REMFORCED CONC PAVING	SY	15,100	02375-1	18" DIA DRILLED SHAFTS
REINFORCED CONC DRIVEWAY	43	i pë	02525-1	6" CURB
6" CURB	C.	4,458	02525-2	本" SIDE WALK
A" SEWALK	SY	(\$4.0t	02525-3	BARRER FREE RAMP
4" CONC REPRAP (ISLAND)	ΥS	1,024	02550-1	6" RENFORCED CONC PAVING
BARRER FREE RAUP	m.	¢,	02550-2	REINFORCED CONC DRIVEWAY
HANDICAPPED RAMP (HANDICAPPED PARKING)	EF 3*	U.	02580-1	4" WHITE STRIPING
DRAINAGE			02580-2	4" BLUE STRIPING
CONCRETE FLUME	CY	Ö	02580-3	12" WHITE STRIPING
15 RECESSED CURB N.ET	m 3*	~	02580-4	6" RED STRIPING
24" CLASS MRCP	LF	20	02580-5	PAV WARKING (SYMBOL)
PAYEMENT MARKING & SIGNS			02700-1	15' RECESSED CURB MLET
4" XHE SERPING	LF	8,015	02700-2	24" CLASS IIIRCP
4" BLUE STRIPING	LF	290	02910-1	TOPSOIL AND FINISHED GRADING . S
12" WHIE STRIPING	T.F.	134	02910-2	CRADING
6" RED STREMO	LF.	2,600	02930-1	SEEDING AND SODDING - IRRIGATION
TAY MARANING OF MICH.	K.3		02950-1	LANDSCAPING
FOR MOUNTRY SIGN	2	13	02975-1	IRRIGATION
MINISTER AND POSTED OF TRAFFIC		•	03300-1	CONCRETE FLUME
1	2 5	5 75	10441-1	POLE MOUNTED SIGN
INCET PROTECTION	A.3	L	1-10001-1	ELECTRICAL & LIGHTING
LANDSCAPING			· LIME ·	45 LB/SY & NOX

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MOBILIZATION 13% MAXIMUM!
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CONCRETE	UNDERGROUND ELECTRIC	SOUTHWESTERN BELL COMPANY	SIDE WALK	EXISTING	FIRE HYDRANT	TELEPHONE LINE	GAS LINE	OVERHEAD ELECTRIC	6' WOOD FENCE	TREE OR SHRUB	ELECTRIC METER	SANITARY SEWER MANHOLE	SICN	BOLLARO	JARIGATION CONTROL VALVE	POWER POLE	LIGHT POLE

ELECTRICAL LIGHTAGE

LIGHT FRYURES - SINGLE HEAD

Z LIGHT FRYURES - 2 HEADS

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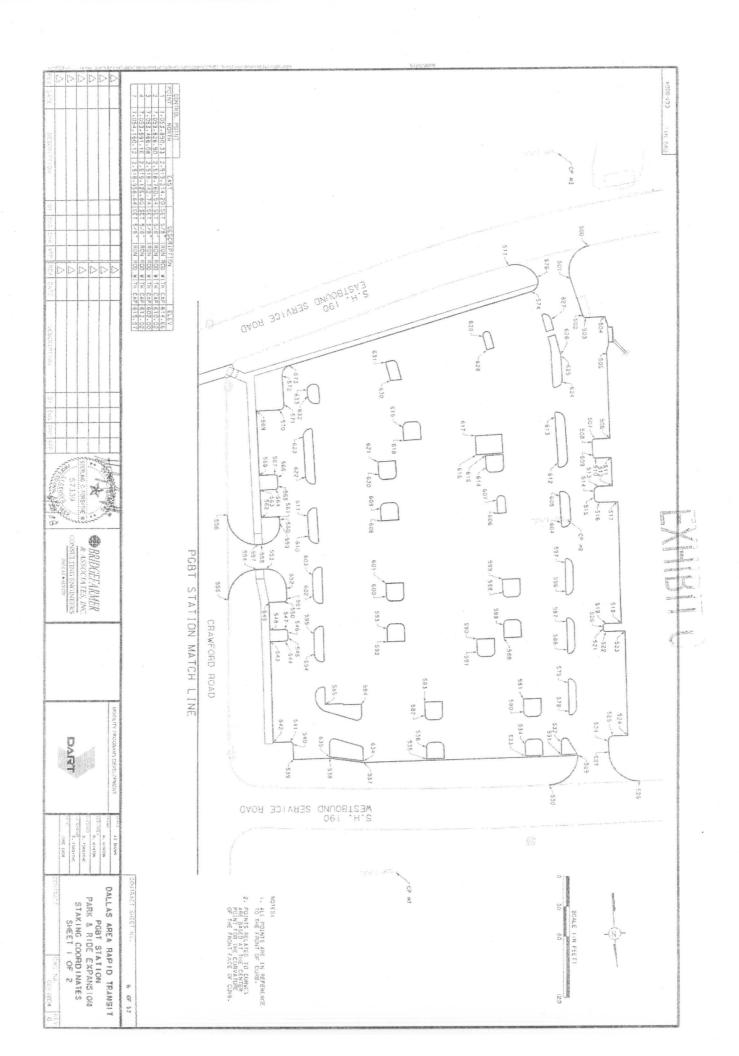
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夏 C. FORSYTHE & BRIDGIFARMER
& ASSOCIATES, INC.
CONSULTING ENGINEERS

MISC ELECTRICAL EQUIPMENT, CONNECTORS AND COMPONENTS IB" DIA DRILLED SHAFTS

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>>>>>> CC1-0005 CP #47 658 SIDEWALK * ASSOCIATES INC PCBT STATION MATCH LINE DART DALLAS AREA RAPID TRANSIT
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STERNO C TOWN IN STERNO	11 TO EXELSIVE	PRODUCED CROSSALK	
BRIDGEFARMER & ASSOCIATES, INC. CONSULTING ENGINEERS. OGLEGA-MOTHS.		BE BE CRAWFORD ROAD	
TAYA		WESTBOUND SERVICE ROAD	
DALLAS AREA RAPID TRANSIT ORIGINAL POBLICA STATION PARK & RIDE EXPANSION SIDEVALK SHEET ORIGINAL SOCIETATION SIDEVALK SHEET	NOTES: NOTES: PROPOSED SIDEWALK WILL MATCH EXISTING LECUTION AT TE-IN. SEE INCLUDE SINGUL OF THE	91.85%	SCALE (IN FEET) SCALE (IN FEET) SCALE (IN FEET) SCALE (IN FEET)

