

MULTIPLE USE AGREEMENT

STATE OF TEXAS

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§

COUNTY OF TRAVIS

THIS AGREEMENT made by the State of Texas, by and between the Texas Department of Transportation, a state agency, hereinafter referred to as the "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

WHEREAS, on the 18th day of September 2001, the governing body for DART adopted Resolution No. 010124, authorizing DART's participation in this Agreement with the STATE and NTTA; and

WHEREAS, on the 19th day of September 2001, the governing body for NTTA adopted Resolution No. 01-68 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, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. Completed plans have been 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 pedestrian 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 Standards (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 or 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.

3. PARKING REQUIREMENTS

Parking requirements shall be established and enforced by **DART** limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1-1/2 ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

4. PROHIBITIONS/SIGNS

Requirements 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 operation of **The Facility** shall be entirely the responsibility of **DART**. This Agreement shall not be transferred, assigned or conveyed to a third party by **DART** 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 unreasonably objectionable smoke, fumes, vapor or odors 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 abrogates those rights.

6. FEES

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

7. TERM

The parties agree that the initial term of said Agreement will be for a period of five (5) years beginning on the date this Agreement is last executed. At the end of the initial five-year period, the **STATE** and **NTTA** will have and review the option of extending said Agreement every five (5) years not to exceed a total of twenty (20) years. If either the **STATE** or **NTTA** decides to terminate this Agreement as a result of a five-year review as provided herein, this Agreement may be terminated in the manner provided by Section 8 of this Agreement. It is anticipated that, at a future date, the **STATE** will convey a portion of said property described in Exhibit "A" to **NTTA**.

8. TERMINATION

After the initial five (5) year term, any party may terminate this Agreement upon twelve (12) months written notice to all parties.

9. MODIFICATION/TERMINATION OF AGREEMENT

Notwithstanding the termination provisions contained in Section 8 of this 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, or impairing safety that **The Facility** is not being properly operated, constitutes a nuisance, or 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 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.

10. 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 regulations and laws enacted 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.

11. RESTORATION OF AREA

At any time that this Agreement is terminated, should **NTTA** or the **STATE** desire the area to be restored to a condition similar to the condition existing at the time of the execution of this Agreement, written notice to **DART** shall be required. The area shall be restored by **DART** within a time frame mutually agreeable to the parties.

12. PREVIOUS AGREEMENTS

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

13. 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 construction, operation or maintenance of **The Facility**.

None of the parties hereto intends to waive, relinquish, limit or condition its right 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 its receipt of the **STATE's** or **NTTA's** written notification thereof, pay for the full cost of repairing Turnpike or S. H. 190 facilities 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**, **DART** and **NTTA**. Additionally, this Agreement shall not ever be construed as relieving any third party from any liability against the **STATE**, **DART** and **NTTA**, 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 **DART** to pay or disburse any sum of money hereunder to **NTTA** and/or the **STATE**.

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 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 timely 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.

DART's obligations under this Section 13 shall survive the termination or expiration of this Agreement; provided, however, that the event giving rise to **DART's** obligations herein occurs during the term of the Agreement and not otherwise.

14. 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, in so far 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 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 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 representatives 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 to 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 the term of 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 14.B. shall amend or otherwise affect the provisions of Section 13.

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 such relationship.

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

15. USE OF RIGHT-OF-WAY

It is understood that the **STATE** by execution of this Agreement does not impair or relinquish the right of the **STATE** to use such land for highway purposes when it is required for the construction or reconstruction of the highway 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 that its authority and title permit. 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 Turnpike, 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 Turnpike or its rights therein but merely consents to such use to the extent that its authority and interests permit.

16. 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, public utilities and governmental entities.

17. FHWA ADDITIONAL REQUIREMENTS

If **The Facility** is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, Section 713, shall be attached to and become a part of this Agreement.

18. 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** or **NTTA** shall have the right to terminate this 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.

19. 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.

20. 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.

21. NOTICES

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

STATE OF TEXAS

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

DALLAS AREA RAPID TRANSIT

Dallas Area Rapid Transit
Attn: AVP – Real Estate
1401 Pacific Ave.
Dallas, Texas 75266-7230

NORTH TEXAS TOLLWAY AUTHORITY

North Texas Tollway Authority
General Counsel
5900 W. Plano Parkway, Suite 100
Plano, TX 75093

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures. Said Agreement becomes effective when last executed.

**STATE OF TEXAS
TEXAS DEPARTMENT OF
TRANSPORTATION**

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: [Signature]
Maintenance Division Director

Date: 1-8-02

Approval Recommended:

By: [Signature]
Dallas District Engineer

DALLAS AREA RAPID TRANSIT

The undersigned for the Dallas Area Rapid
Transit hereby represents and warrants that
he/she is an officer of the organization for
which he/she has executed this Agreement
and that he/she has full and complete
authority to enter into this Agreement.

By: [Signature] 3102201

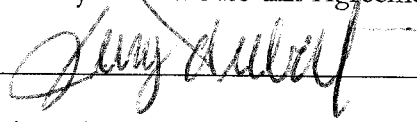
Timothy H. McKay, P.E.
Interim Senior Vice President
Project Management

Approved as to Form:

By: [Signature]
Roland Castaneda
General Counsel

NORTH TEXAS TOLLWAY AUTHORITY

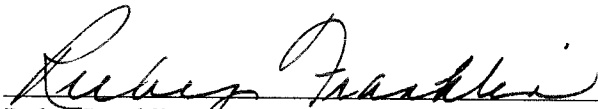
The undersigned for the North Texas Tollway Authority hereby represents and warrants that he/she is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement.

By: 

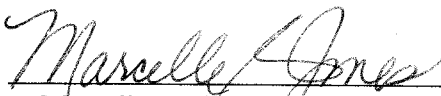
Title: Executive Director

Date: 12/28/01

ATTEST:


Ruby Franklin, Executive Secretary

Approved as to Form:

By: 
Marcelle Sattiewhite Jones
General Counsel

List of Attached Exhibits:

- Exhibit A - Metes and Bounds Description
- Exhibit B - General Layout of The Facility
- Exhibit C - Certificate of Insurance
- Exhibit D - Attachment A (FHWA Additional Requirements)

67318:48275 : DALLAS : 981228.2
67318:48275 : DALLAS : 981228.3

EXHIBIT "A"

County: Collin
Parcel: SH190-1(E)

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April 21, 2001
Revised: June 22, 2001
Revised: June 28, 2001
Revised: July 07, 2001
Revised: August 03, 2001

Parcel SH190-1(E)
Field Notes

Being 8.4927 acres of land in the Samuel Clepper Survey, Abstract Number 216 and James G. Vance Survey, Abstract Number 938, as part of that certain called 16.0515 acre tract of land described in a Donation Deed from the City of Plano to the State of Texas as recorded in County Clerk's Number 92-0010446 in the Deed Records of Collin County, Texas, and being part of that certain called 4.5147 acres of land described in a Quitclaim Deed from Texas Utilities Electric Company to said State of Texas as recorded in Volume 93-0065598 in said deed records and being more particularly described by metes and bounds as follows:

BEGINNING at a point on the west right-of-way line of Dallas Area Rapid Transit (DART) tract as recorded in Volume 2828, Page 001 of said Deed Records and on the north right-of-way line of President George Bush Turnpike (also known as S.H. 190) said point being the northeast corner of said 16.0515 acre tract, and a southeast corner of that certain called 13.49 acre tract of land as described in a deed to Onalp, L.P., as recorded in Volume 4800, Page 828 in said Deed Records from which a one-half inch steel rebar with a red plastic cap marked "W.A.I." bears South 14 degrees 43 minutes 35 seconds West a distance of 0.79 feet;

1. **THENCE**, SOUTH 20 degrees 45 minutes 21 seconds WEST, along the west right-of-way line of said DART tract and the east line of said 16.0515 acre tract, passing at 342.05 feet the southeast corner of said 16.0515 acre tract and the northeast corner of said 4.5147 acre tract and continuing along said west right-of-way of said DART tract and the east line of said 4.5147 acre tract, in all a total distance of 459.95 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB" set for corner on the south right-of-way line of said President George Bush Turnpike;
2. **THENCE**, NORTH 80 degrees 25 minutes 32 seconds WEST, along the common south right-of-way line of said President George Bush Turnpike and the north line of the remainder of that certain called 5.46 acre tract of land as described in a deed to Texas Power & Light Company, as recorded in Volume 576, Page 395 in said Deed Records, a distance of 47.56 feet to a point from which a concrete monument found, with a 4 inch brass cap marked "Texas Department of Transportation", bears South 32 degrees 46 minutes 27 seconds East, a distance of 0.53 feet;

EXHIBIT "A"

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3. **THENCE**, SOUTH 89 degrees 54 minutes 10 seconds WEST, continuing along said common line, a distance of 496.35 feet to a concrete monument found, with a 4 inch brass cap marked "Texas Department of Transportation", a controlling monument;
4. **THENCE**, SOUTH 77 degrees 18 minutes 01 seconds WEST, continuing along said common line, a distance of 151.75 feet to a one-half inch steel rebar with a yellow plastic cap marked "AZB" set for corner;
5. **THENCE**, NORTH 00 degrees 27 minutes 06 seconds EAST, departing said common line, at a distance of 126.69 feet pass the north line of said Texas Utilities Electric Company tract and the south line of the City of Plano tract, in all a total distance of 560.35 feet to a one-half inch steel rebar with a yellow plastic cap marked "AZB" set for corner on the north right-of-way line of said President George Bush Turnpike and the south line of said Onalp tract;
6. **THENCE**, SOUTH 82 degrees 04 minutes 03 seconds EAST, along the common north right-of-way line of said President George Bush Turnpike and the south line of said Onalp tract, a distance of 181.34 feet to a point from which a one-half inch steel rebar with a red plastic cap marked "W.A.I." bears South 07 degrees 17 minutes 22 seconds West, a distance of 0.39 feet;
7. **THENCE**, SOUTH 82 degrees 41 minutes 59 seconds EAST, continuing along said common line, a distance of 592.20 feet to a damaged concrete monument found, no cap, a controlling monument from which a one-half inch steel rebar with a red plastic cap marked "W.A.I." bears South 18 degrees 07 minutes 42 seconds West, a distance of 0.95 feet;

EXHIBIT "A"

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8. **THENCE**, SOUTH 87 degrees 28 minutes 11 seconds EAST, continuing along said common line of S.H. 190, a distance of 82.96 feet to the **POINT OF BEGINNING** and containing 8.4927 acres of land, more or less.

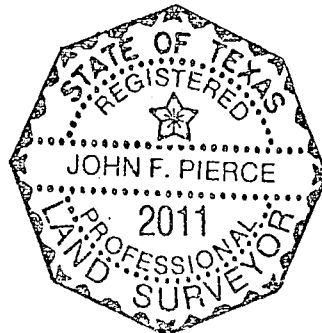
Basis of Bearing: Dallas Area Rapid Transit project control as established by Clark-Geogram.

Parcel Map of even date accompanies this description

Field Notes prepared from fieldwork performed from August 2000 through April 21, 2001.

Arredondo, Zepeda & Brunz, Inc.

By: John F. Pierce
Date: Aug 03, 2001



John F. Pierce, R.P.L.S.
Registered Professional Land Surveyor
Texas No. 2011

EXHIBIT "A"

County: Collin
Parcel: SH190-2(E)

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Revised: June 22, 2001
Revised: June 28, 2001
Revised: July 07, 2001
Revised: August 03, 2001

Parcel SH190-2(E)
Field Notes

Being 7.7587 acres of land in the Samuel Clepper Survey, Abstract Number 216 and James G. Vance Survey, Abstract Number 938, as part of that certain called 2.4863 acre tract of land described in a Donation Deed from the City of Richardson to the State of Texas as recorded in Volume 3456, Page 034 in the Deed Records of Collin County, Texas, that certain called 5.1614 acre tract of land described in a Donation Deed from the City of Richardson to the State of Texas as recorded in Volume 2959, Page 487 in said Deed Records, and that certain called 0.1109 acre tract of land described in two parts in a Donation Deed from the City of Richardson to the State of Texas as recorded in Volume 3416, Page 327 in said Deed Records, and being more particularly described by metes and bounds as follows:

BEGINNING at a one-half inch steel rebar with yellow plastic cap marked "AZB" set on the east right-of-way line of Dallas Area Rapid Transit (DART) tract as recorded in Volume 2828, Page 001 of said Deed Records and on the north right-of-way line of President George Bush Turnpike (also known as S.H. 190) said point being the northwest corner of said 2.4863 acre tract and the southwest corner of the remainder of Tract 19 as described in a deed to the Hunt Trust Estate as recorded in Volume 1744, Page 799, of said Deed Records;

1. **THENCE**, SOUTH 87 degrees 26 minutes 47 seconds EAST, along said common north right-of-way line of said President George Bush Turnpike and south line of said remainder of Tract 19, a distance of 212.01 feet to a concrete monument found, with a 4 inch brass cap marked "Texas Department of Transportation", a controlling monument;
2. **THENCE**, SOUTH 79 degrees 48 minutes 44 seconds EAST, continuing along said common line, a distance of 201.32 feet to a point from which a concrete monument found, with a 4 inch brass cap marked "Texas Department of Transportation", bears South 57 degrees 34 minutes 43 seconds East, a distance of 0.35 feet;
3. **THENCE**, SOUTH 84 degrees 04 minutes 55 seconds EAST, continuing along said common line, a distance of 100.08 feet to a point for corner;

EXHIBIT "A"

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4. **THENCE**, SOUTH 86 degrees 22 minutes 29 seconds EAST, continuing along said common line, a distance of 93.91 feet to a point from which a concrete monument found, with a 4 inch brass cap marked "Texas Department of Transportation", bears North 17 degrees 24 minutes 18 seconds East a distance of 0.21 feet said point being the south end of a corner clip at the northwest corner of the intersection of said President George Bush Turnpike and Plano Road (also known as Avenue "K" and S.H. 5);
5. **THENCE**, NORTH 47 degrees 25 minutes 25 seconds EAST, along said corner clip, a distance of 133.40 feet to a point on the west right-of-way line of said Plano Road for the north end of said corner clip of said intersection, same being the northeast corner of said 2.4863 acre tract and a southeast corner of said remainder of Tract 19;
6. **THENCE**, SOUTH 00 degrees 32 minutes 44 seconds WEST, departing said north right-of-way line of the President George Bush Turnpike and the south line of said remainder of Tract 19, along the west right-of-way line of said Plano Road and the east line of said 2.4863 acre tract, a distance of 196.74 feet to a point;
7. **THENCE**, SOUTH 89 degrees 14 minutes 37 seconds WEST, along a south right-of-way line of said Plano Road and the south line of said 2.4863 acre tract, a distance of 20.01 feet to a point for a corner, said point also being the northeast corner of said 5.1614 acre tract of land;
8. **THENCE**, SOUTH 00 degrees 32 minutes 44 seconds WEST, along the common east line of said 5.1614 acre tract and said west right-of-way line of Plano Road, a distance of 299.29 feet to a point;
9. **THENCE**, SOUTH 00 degrees 22 minutes 22 seconds WEST, departing said 5.1614 acre tract, continuing along the common west right-of-way line of said Plano Road and the east line of Part 2 of said 0.1109 acre tract, a distance of 14.72 feet to a point;
10. **THENCE**, SOUTH 00 degrees 22 minutes 16 seconds WEST, continuing along said common line, a distance of 52.89 feet to a damaged concrete monument found, no cap, said monument being on the west right-of-way of Plano Road same being the south end of a corner clip of said Part 2, being the southwest corner of said intersection and being a northeast corner of the remainder described in a deed to Hassie Hunt Exploration Company as recorded in Volume 2929, Page 725 of said Deed Records;

EXHIBIT "A"

County: Collin
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11. **THENCE**, NORTH 43 degrees 35 minutes 17 seconds WEST, along said corner clip of Part 2 and a northeast line of said remainder of Hunt Exploration tract, a distance of 96.10 feet to a concrete monument found, with 4 inch brass cap marked "Texas Department of Transportation", a controlling monument, at the north end of said corner clip of Part 2 and on the common south line of said 5.1614 acre tract and the north line of said remainder of Hunt Exploration tract;
12. **THENCE**, NORTH 88 degrees 17 minutes 10 seconds WEST, along the common line, a distance of 239.20 feet to a concrete monument found, with 4 inch brass cap marked "Texas Department of Transportation";
13. **THENCE**, SOUTH 83 degrees 39 minutes 11 seconds WEST, departing said south line of 5.1614 acre tract, continuing along the common north line of said remainder of Hunt Exploration tract and the south line of Part 1 of said 0.1109 acre tract, a distance of 134.19 feet to a point;
14. **THENCE**, NORTH 80 degrees 39 minutes 42 seconds WEST, continuing along said common line, a distance of 141.82 feet to a point;
15. **THENCE** North 88 degrees 17 minutes 10 seconds West, departing said Part 1, continuing along the common south line of said 5.1614 acre tract and the north line of said remainder of Hunt Exploration tract, a distance of 266.86 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB" set for corner on the east right-of-way line of said DART tract and the west line of said 5.1614 acre tract and being the northwest corner of said remainder of Hunt Exploration tract;

EXHIBIT "A"

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16. **THENCE** North 20 degrees 56 minutes 10 seconds EAST, along the east right-of-way of said DART tract and said west line of said 5.1614 acre tract, at a distance of 282.77 feet pass the northwest corner of said 5.1614 acre tract and the southwest corner of said 2.4863 acre tract and continuing along said east right-of-way line of DART tract and the west line of said 2.4863 acre tract, in all a total distance of 473.26 feet to the **POINT OF BEGINNING** and containing 7.7587 acres of land.

Basis of Bearing: Dallas Area Rapid Transit project control as established by Clark-Geogram.

Parcel Map of even date accompanies this description

Field Notes prepared from fieldwork performed from August 2000 through April 21, 2001.

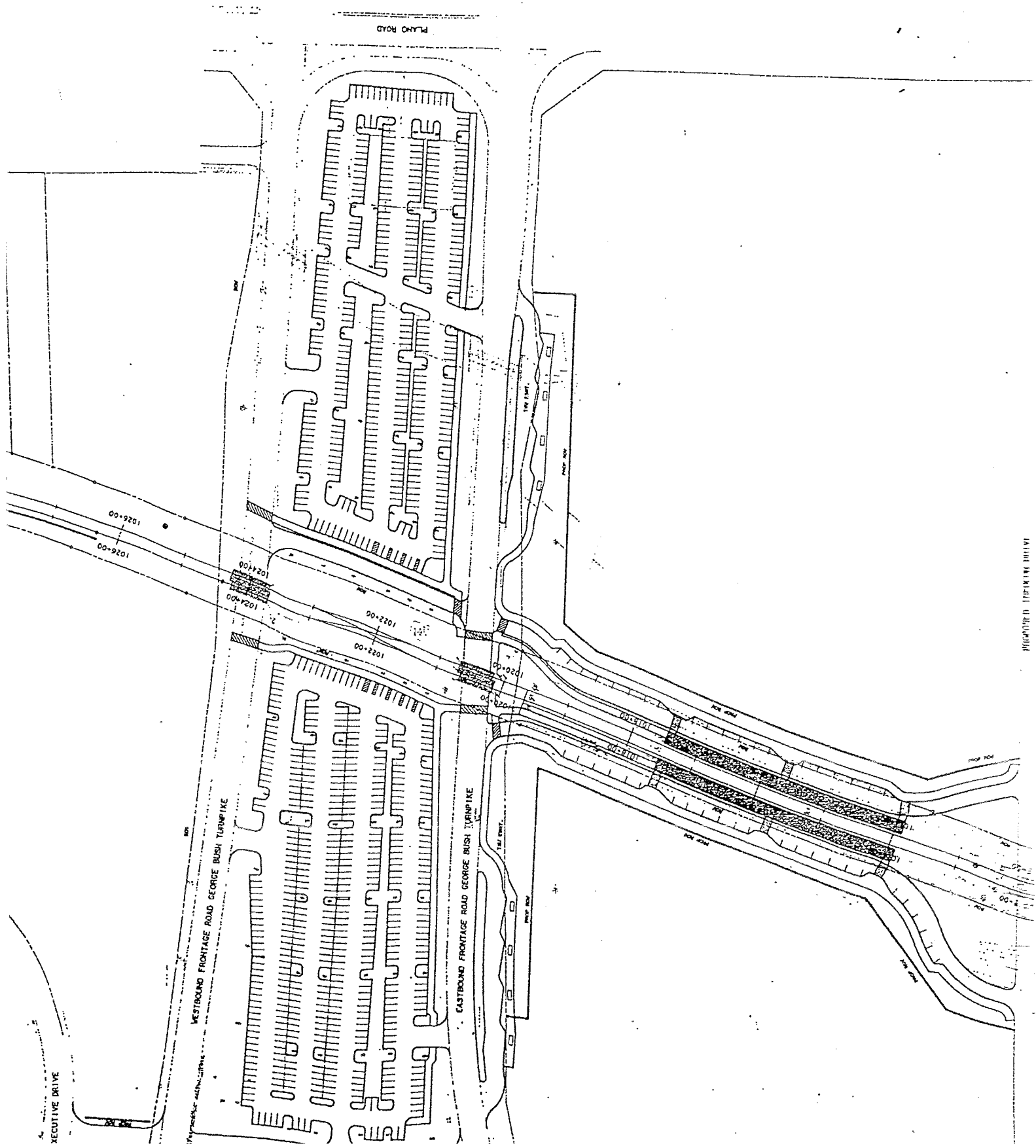
Arredondo, Zepeda & Brunz & Inc.

By: John F. Pierce
Date: Aug 03, 2001



John F. Pierce, R.P.L.S.
Registered Professional Land Surveyor
Texas No. 2011

EXHIBIT "B"



RECORDED INSTRUMENT

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/04/2001

PRODUCER
Willis
13355 Noel Road
Suite 400
Dallas, Texas 75240

CERT#: 1147

EXHIBIT

C

INSURED
Haws & Tingle General Contractors, Inc.
650 West Vickery Blvd.

Fort Worth, TX 76104

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: DART
INSURER B: Zurich-American Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLCOSI-1998	11/06/2001	06/29/2003	EACH OCCURENCE \$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	CLAIMS MADE X OCCUR				MED EXP (Any one person) \$
					PERSONAL ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY	PROJECT	LOC		
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per Accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACC \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURENCE \$
	OCCUR CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC EL COSI-2001	11/06/2001	06/29/2002	X WC STATUTORY LIMITS Other
B		EWC2859876-01			E.L. - EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				\$
					\$
					\$
					\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

SH-190 Light Rail Station - U1000-01-247-1
Coverage shown above only applies to work on Dallas Area Rapid Authority (DART), SH-190 Light Rail Station Project. Additional insured and waiver of subrogation applies as required by written contract.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:

North Texas Tollway Authority
General Counsel
5900 West Plano Parkway, Suite 100
Plano, TX 75093

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDORSE~~ **ENDORSE TO MAIL** 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



EXHIBIT "D"

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, Section 713.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.