INTERLOCAL AGREEMENT BETWEEN THE CITY OF DALLAS AND THE NORTH TEXAS TOLLWAY AUTHORITY, AND CONCERNING THE HOUSTON STREET EXTENSION TO HARRY HINES BOULEVARD

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

THIS AGREEMENT, is made as of the 26th day of April, 2000 (the "Effective Date"), between the **CITY OF DALLAS**, a home-rule municipal corporation (the "City"), and the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and political subdivision of the State of Texas (the "Authority").

W I T N E S S E T H

WHEREAS, the Authority operates and maintains the Dallas North Tollway (the "**DNT**"), pursuant to Chapter 366 of the Texas Transportation Code; and

WHEREAS, the Authority operates and maintains that portion of the DNT comprising the northbound and southbound elevated ramps that connect the main lanes of the DNT with Stemmons Freeway, a.k.a. Interstate Highway 35E (such elevated ramps, together with all columns, underground footings, and other elevated, surface-level, and underground structures and materials necessary to support and maintain such elevated ramps are collectively referred to herein as the "Flyovers," and all components of the DNT, including, but not limited to, the Flyovers) within the vicinity of the Houston Street Extension [defined below]) are collectively referred to as the "Project"); and

WHEREAS, the City intends to widen and extend Houston Street to enable Houston Street to connect with Harry Hines Boulevard, both public streets operated and maintained by the

City. (Those portions of Houston Street, as so extended and widened, beneath or in the vicinity of the Flyovers shall be referred to in this Agreement as the "Houston Street Extension," such portions being represented on the schematic diagram attached hereto as Exhibit A and made a part hereof, and being the same area formerly referred to from time to time as the "Alamo Street Extension," and the same project referred to as the "Alamo Street Extension" in Resolution No. 00-12 adopted by the Board of Directors of the Authority at its April 19, 2000 meeting); and

WHEREAS, the Authority owns two parcels of ground level right-of-way (the "ROW Parcels") in the vicinity of the Houston Street Extension; and

WHEREAS, the City has requested the Authority to grant a license to allow the City to use portions of the ROW Parcels to facilitate the construction and operation of the Houston Street Extension, including certain drainage facilities (it being expressly understood and agreed that all references in this Agreement to the Houston Street Extension include such drainage facilities); and

WHEREAS, the Authority has agreed to said request, but only upon the terms and conditions stated herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises, the parties hereby agree as follows:

1. **Grant of License.** In consideration of the City's payment to the Authority of the sum of One Dollar ($1.00) and in further consideration of the agreements of the City hereinafter set forth, the Authority hereby grants to the City, for a term of thirty (30) years from the Effective Date, (1) a license for the construction, operation, maintenance, and repair of a portion of the Houston Street Extension, along and across those portions of the ROW Parcels that are

described on **Exhibit B-1** attached hereto and made a part hereof, and (2) a license for the construction, operation, maintenance, and repair of a drainage facility to service the Houston Street Extension, along and across that portion of the ROW Parcels that is described on Exhibit B-2 attached hereto and made a part hereof (such portions of the ROW described in Exhibits B-1 and B-2 being called the "License Property"), said grant being subject to and upon the reservations, exceptions, terms, and conditions hereinafter set forth. This license is given by the Authority without warranty of title of any kind, express or implied, and no covenant of warranty of title, warranty of fitness for an intended use, shall be implied from the use of any word or words herein contained. In case of the eviction of the City by anyone owning, or claiming title to, or any interest in, the License Property, the Authority shall not be liable to the City for any damage of any nature whatsoever.

2. **The Plans**. The City, at its sole cost, shall prepare plans and specifications (the "Plans"), subject to approval by the Authority, for the Houston Street Extension. If the Authority does not request a revision of the Plans within forty-five (45) days after receipt by the Authority, the Plans shall be deemed approved as submitted to the Authority. The Plans, after having been approved or deemed approved by the Authority, are hereby adopted as plans and specifications covering the construction of the Houston Street Extension, and no changes in the Plans shall be made without the prior written approval of such changes by the Authority. The Plans shall contain all such design safeguards as are reasonably necessary to protect the Project, including, but not limited to, the Flyovers, from damage during construction of the Houston Street Extension and thereafter by vehicles or persons travelling on or otherwise using the Houston Street Extension. The Plans shall contain all such design safeguards necessary to prevent increased stormwater collection or drainage onto the ROW Parcels or other adverse drainage

effects, whether as a consequence of the existence of the roadways or the drainage facilities and/or modifications to Turtle Creek in the vicinity of the ROW Parcels. The Plans shall ensure that the construction and operation of the Houston Street Extension does not restrict or interfere with emergency access to any portion of the Project, including, without limitation, the Flyovers or any portion thereof. Notwithstanding the Authority's review and approval of the Plans, the City shall be and remain fully responsible and liable for all features of the Plans, including, without limitation, for the compliance of said Plans with all applicable ordinances, codes, regulations, statutes and other laws (collectively, "Applicable Laws"), as well as with generally recognized engineering and health/safety standards and practices. The Plans shall satisfy, at a minimum, all of the City's own design standards and the design standards of the Texas Department of Transportation ("TxDOT") that would be applicable if the Houston Street Extension were being constructed beneath a facility similar to the Project maintained by either the City or TxDOT.

3. **Construction and Maintenance.** The City, at its sole cost, shall provide and/or be responsible for the construction of the Houston Street Extension in accordance with the Plans. The construction work shall be performed in a good and workmanlike manner and shall be promptly commenced and diligently prosecuted to conclusion in a logical order and sequence. The City shall provide and/or be responsible for all flagging, safety and traffic control devices and personnel required for the safe and efficient construction of the Houston Street Extension. Construction activity shall be conducted in such a manner to prevent damage to the Project, including, without limitation, the Flyovers. All construction activities shall be directed, scheduled and sequenced so as to prevent disruption to the operation of the DNT, or inconvenience to its patrons. The City, or its agents, will not allow to be parked or stored under

or in the vicinity of the Flyovers' columns any explosive, corrosive, or flammable loads or materials. The City shall notify the Authority's Director of Maintenance at least twenty-four (24) hours in advance of its commencement of construction activities on the Houston Street Extension. Both during and after construction, the City shall use the License Property solely for the location of the Houston Street Extension (including the drainage facility on the property described on Exhibit B-2), and for no other purpose, including, without limitation, as a parking facility, staging area, field office site, or materials or equipment storage site. The City immediately shall cease or cause to cease construction activities on the Houston Street Extension upon notification from the Authority that said activities impair the safe and efficient operation of the DNT or otherwise fail to comply with the terms of this Agreement. The City shall keep the ROW Parcels free of all debris associated with construction and operation of the Houston Street Extension.

Upon completion of the construction of the Houston Street Extension, the City, at its sole cost, shall maintain or cause to be maintained the Houston Street Extension in a good and safe condition and in compliance with all Applicable Laws, and the Authority shall have no maintenance or operational obligations of any kind with respect thereto. Without limiting the generality of the foregoing, the City agrees to operate and maintain all traffic signalization systems pertaining to the Houston Street Extension at no cost to the Authority and to assume the responsibility for provision of all electrical power required for signal operations, including that required during construction and test periods. The Authority shall not have any responsibility for (i) the proper operation of traffic signalization pertaining to the Houston Street Extension, or (ii) the police enforcement required for securing compliance with such traffic signals.

4. **Damage to the Project; Emergencies.** The City hereby acknowledges and agrees that if the design, construction, maintenance, condition, or repair of the Houston Street Extension damages the Project or disrupts the operations of the DNT, the Authority may suffer losses, including, but not limited to, lost toll revenues, additional interest on monies borrowed, and administrative, legal, engineering, and contracting costs. Therefore, the City shall (i) require that each of the contractors responsible for performing work in connection with the construction, maintenance, and repair of the Houston Street Extension agree to indemnify and hold harmless the Authority for any damage to any portion of the Project as a consequence of such contractor's activities during or in connection with the construction, maintenance, or repair of the Houston Street Extension, (ii) immediately repair or cause to be repaired any damage to the Project resulting from the design, construction, maintenance, condition, or repair of the Houston Street Extension (or at the Authority's sole option, reimburse the Authority for the costs of such repairs performed by the Authority) and eliminate or cause to be eliminated the causes of any resulting disruption of operations of the DNT, and (iii) reimburse the Authority for any loss, cost, expense, claim, or damage resulting from such damage or disruption. In the event of an emergency on either of the Flyovers that in the judgment of the Authority requires the temporary closure of the Houston Street Extension, the City agrees to close or otherwise limit the use of the Houston Street Extension as requested by the Authority to ensure a prompt response to said emergency and, thereafter, the safe and efficient repair and operation of the Project. The City shall at all times remain primarily and directly liable to the NTTA under this Agreement. If sums owed to the NTTA under this Agreement by the City are paid to the NTTA by the City's contractors, the City shall be relieved from liability hereunder to the extent (but only to the extent) of such

payments, but nothing herein shall obligate the NTTA to attempt to recover any amounts owed to it under this Agreement from any party other than the City.

5. **Agreements Regarding Future Project Improvements.** The City hereby acknowledges and agrees that the Authority plans at an undetermined date to enlarge and expand the Project in the area of the Houston Street Extension. The Authority has not yet prepared plans for such enlargement and expansion (hereinafter called the "Future Project Improvements"). The City and the Authority hereby acknowledge and agree that the Authority will use reasonable efforts to design the Future Project Improvements to avoid conflicts with the use and operation of the Houston Street Extension; however, it being the intent of the parties that the existence of the Houston Street Extension shall not require the Authority to expend more funds or time in designing or constructing the Future Project Improvements than would have been required had the Houston Street Extension not been constructed, the City hereby agrees that should it be necessary to modify the Houston Street Extension to accommodate the Future Project Improvements, the City shall modify the Houston Street Extension at its sole cost in a manner approved by the Authority and in accordance with a schedule that does not delay the completion of the Future Project Improvements, or, alternatively, should the existence or configuration of the Houston Street Extension cause the cost of design or construction of the Future Project Improvements to exceed that which would have been incurred had the Houston Street Extension not have been constructed, the City agrees to pay all such excess costs.

6. **Insurance and Waiver of Subrogation**

(a) **Required Insurance.** The contract or contracts to be let by the City or on behalf of the City for the construction of the Houston Street Extension shall provide that the contractor(s) (hereinafter collectively referred to as the "Contractor") agrees to carry

and/or furnish, at Contractor's sole cost and expense, Contractor's Public Liability Insurance (Bodily Injury and Property Damage) which shall provide a combined single limit of not less that $2,000,000.00 for bodily injury and/or property damage resulting from any one occurrence. The foregoing insurance shall include the Authority as an additional insured and shall contain a so-called "cross liability" endorsement (the effect of which shall be to cause the insurance to apply as though separate policies were written for both Contractor and the Authority). The insurance shall protect the Authority from liability arising out of the construction of the Houston Street Extension, whether caused or contributed to by an act or omission of the Authority, its agents or employees. The City shall cause Contractor to furnish the Authority with certified copies of the policies of insurance mentioned in this Section 6, and written evidence that all of said insurance is in effect when the construction work described in this Agreement is begun and continues in effect until the work is completed. The certified copies of the insurance policies shall expressly state that the insurance cannot be cancelled, or amounts reduced, unless the Authority's Director of Maintenance is given thirty (30) days prior written notice thereof. No work shall be commenced on the Houston Street Extension until the Authority has advised the City that said insurance is satisfactory.

(b) **Waiver of Subrogation**. City and the Authority each hereby waives all claims, rights of recovery, and causes of action that either of them, or any party claiming by, through, or under either of them by subrogation or otherwise may now or hereafter have against the other party or any of the other party's officers, agents, or employees, for bodily injuries (including death) to persons, or losses, costs, expenses, or damage to property, whether caused by the negligence or fault of either party or its officers, agents,

or employees, or otherwise, to the extent, but only to the extent, that the injuries, losses, costs, expenses, or damages are covered by proceeds of insurance (less any deductible) actually received by the party that could, but for this paragraph, make a claim for such injuries, losses, costs, expenses, or damages against the other party.

7. **Liability of City.** To the fullest extent allowed by law, and without hereby waiving any governmental immunity generally available to the City under Texas law, the City agrees to be responsible for its own negligent or otherwise tortious acts or omissions in the course of performance of this Agreement and for the breach of its contractual obligations under this Agreement. Furthermore, to the fullest extent allowed by law, and without hereby waiving any governmental immunity generally available to the City under Texas law, the City agrees that during construction of the Houston Street Extension, the City shall hold harmless and defend the Authority from and against any and all loss, cost, damage, expense or claim, including reasonable attorneys' fees and expenses and court costs, arising out of or in connection with the installation, construction, existence or use of the Houston Street extension, excluding, however, any loss, cost, damage, expense or claim to the extent the same arises out of or in connection with any negligent or intentionally wrongful act or omission of the NTTA, or its employees, agents, contractors, or consultants. This Agreement is solely for the benefit of the parties hereto and their successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in any person or entities that are not parties to this Agreement or the successors or assigns of the parties hereto.

8. **Termination/Modification of the License**. The Authority may terminate the License and all rights of the City or its agents with respect to the License Property:

(a) upon ninety (90) days prior notice if said termination is necessary to effectuate an extension, expansion or other modification of the Project;

(b) upon reasonable prior notice to the City if, in the good faith sole judgment of the Authority, the Houston Street Extension or the use thereof presents a safety risk or hazard to patrons of the Project; or

(c) upon sixty (60) days' prior notice to the City following a default by the City of its obligations under this Agreement which is not cured within such sixty (60) period.

If the License is terminated as provided in this section, Sections 4, 5, 7, 9, and 10 of this Agreement shall remain in full force and effect. If such termination predates the completion of construction of the Houston Street Extension, Sections 2, 3, and 6 also shall remain in full force and effect. If such termination is made pursuant to subsections 8(a) or 8(b) above, the Authority shall attempt in good faith to modify the description of the License Property or to provide other rights so as to provide a substitute or amended license to the City as similar as practicable to the City's rights hereunder, provided that the Authority shall not be required to acquire additional property or otherwise expend sums to do so.

9. **Notices.**

(a) **General.** All notices or other communication required or permitted hereunder shall be presumed given when hand-delivered, or three (3) business days after being mailed by certified mail, return receipt requested, addressed as follows:

If intended for the City, to:

City of Dallas
City Hall
1500 Marilla Street
Dallas, Texas 75202
Attn: City Manager

If intended for the Authority, to:

North Texas Tollway Authority
3015 Raleigh Street
P. O. Box 190369
Dallas, Texas 75219
Attn: Executive Director

Either party may change its address for notices and communications hereunder by providing notice pursuant to this Section 9.

(b) **Notice of Accidents, Etc.** During any period of construction, maintenance, or repair of the Houston Street Extension, City shall require its contractors responsible for performing such construction, maintenance, or repair work to notify the Authority within 24 hours of any accident or other event which (a) results in, or might result in, injury to the person or property of any person or entity, (b) results from or involves any action or failure to act by the contractor or any of its employees, agents, or subcontractors, and (c) arises in any manner from the performance of such contractor's work on the Houston Street Extension, and the contractor shall send a written report of such accident or other event to the Authority setting forth a full and concise statement of the facts pertaining thereto. City and its contractors immediately shall send the Authority a copy of any summons, subpoena, notice or other documents served upon the City, its contractors, or their respective agents, employees, or representatives, or otherwise received by it or them in connection with any matter which is or might come before any court, board, commission, or other tribunal, arising in any manner from the City's performance of this Agreement or the contractor's performance of its agreements with the City in connection with the Houston Street Extension.

10. **General Provisions.**

(a) This Agreement embodies the entire agreement between the parties and there are no oral or written agreements between the parties, or any representations made, which are not expressly set forth herein. This Agreement may be amended only by written instrument executed by the parties hereto.

(b) This Agreement shall bind the City and the Authority, and their successors and assigns.

(c) The headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

(d) No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.

(e) This Agreement does not in any way create a partnership, joint venture, or principal/agent relationship between the parties hereto and under no circumstances shall the City or the Authority be considered as, or represent itself to be, an agent of the other party hereto.

(f) This Agreement is entered into for the sole benefit of the Authority and the City, and their respective successors and assigns. Nothing contained herein, or in any approval subsequently provided or action taken by any party hereto, shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

(g) Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Agreement.

(h) This Agreement shall be construed and governed in accordance with laws of the State of Texas and the parties to this Agreement hereby stipulate that venue for any and all causes of action between the parties and arising under this Agreement shall be in Dallas County, Texas.

EXECUTED to be effective as of the 26th day of April, 2000, pursuant to City of Dallas Council Resolution No. 00-1395, dated April 26, 2000; and North Texas Tollway Authority Resolution No. 00-12, dated April 19, 2000.

THE CITY OF DALLAS, TEXAS
Teodoro J. Benavides, City Manager

By: Ryan S. Evans
Print Name: Ryan S. Evans
Title: Assistant City Manager

APPROVED AS TO FORM:

Madeleine B. Johnson

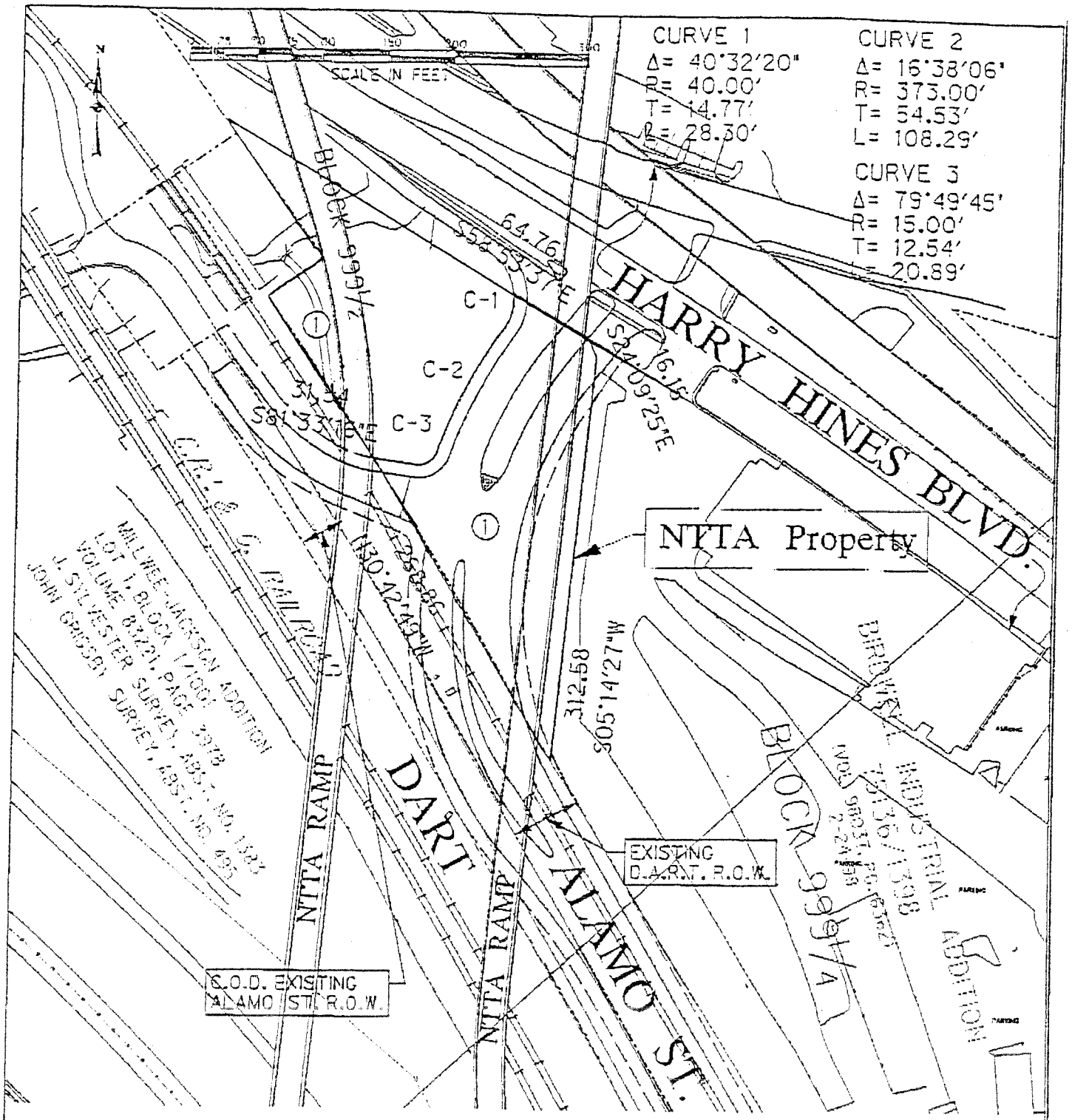
Charles M. Bierfeld
Print Name: Charles M. Bierfeld
Title: Assistant City Attorney

NORTH TEXAS TOLLWAY AUTHORITY

By: Jerry Hiebert
Jerry Hiebert, Executive Director

APPROVED AS TO FORM:

Marcelle Jones
Marcelle Sattiewhite Jones,
General Counsel



① = INTER-LOCAL AGREEMENT AREA BETWEEN C.O.D. & N.T.T.A.

EXHIBIT "A"

Schematic Diagram
Depicting the Houston Street Extension

HALFF ASSOCIATES, INC.
ENGINEERS SCIENTISTS SURVEYORS
8616 NORTHWEST PLAZA DR. DALLAS, TEXAS 75225
SCALE 1' = 100' AVO 16980 MARCH 2000

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FIELD NOTES DESCRIBING A TRACT OF LAND IN BLOCK 999 1/2 FOR AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DALLAS AND THE NORTH TEXAS TURNPIKE AUTHORITY.

Being a 28,041 square foot tract of land situated in the James Sylvester Survey, Abstract No. 1383, Dallas County, Texas, and being a part of Block 999 1/2, official City of Dallas numbers, and being a part of the land conveyed to the North Texas Turnpike Authority, by deed filed May 13, 1968 and recorded in Volume 821, Page 493 of the Minutes of the County Court at Law No. 2, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch found iron rod with yellow plastic cap stamped "HALFF ASSOC. INC.," (hereinafter referred to as "with cap"), at the intersection of the curving southwest line of Harry Hines Boulevard (a variable width right-of-way) having a radius of 3,749.83 feet with the northeast line of said North Texas Turnpike Authority tract (hereinafter referred to as "NTTA"), said point being the north corner of the BIRDWELL INDUSTRIAL ADDITION, an addition to the City of Dallas, Texas according to the map or plat thereof recorded in Volume 75136, Page 1398 of the Deed Records of Dallas County, Texas, same being the north corner of a tract of land conveyed to DOR-WELL ENTERPRISES, INC., a Texas corporation, by Special Warranty Deed dated March 30, 1984 and recorded in Volume 84068, Page 3372 of said Deed Records;

THENCE South 24 degrees 09 minutes 25 seconds East, along the common line of said NTTA tract and said DOR-WELL ENTERPRISES tract, a distance of 16.15 feet to a 1/2 inch found iron rod with cap for corner;

THENCE South 05 degrees 14 minutes 27 seconds West, continuing along said common line, a distance of 312.58 feet to a 1/2 inch found iron rod with cap for corner in the northeast line of a tract of land conveyed to DART (Dallas Area Rapid Transit) by deed recorded in Volume 90177, Page 4219 of said Deed Records;

THENCE North 29 degrees 45 minutes 49 seconds West, along the common line of said DART and NTTA tracts, a distance of 86.62 feet to the beginning of a tangent curve to the left having a radius of 3,725.49 feet and whose chord bears North 31 degrees 09 minutes 54 seconds West, a distance of 182.26 feet;

THENCE in a Northwesterly direction, continuing along said common line, curving to the left through a central angle of 02 degrees 48 minutes 12 seconds, an arc distance of 182.28 feet to a 1/2 inch set iron rod with cap the end of said curve, said point being on a non-tangent curve to the left having a radius of 90.00 feet and whose chord bears South 81 degrees 20 minutes 23 seconds East, a distance of 0.67 feet;

THENCE departing said common line, and in an Easterly direction, curving to the left through a central angle of 00 degrees 25 minutes 47 seconds, an arc distance of 0.67 feet to a 1/2 inch set iron rod with cap at the end of said curve;

DMK

REVIEWED BY Scott Holt 7-14-00

THENCE South 81 degrees 33 minutes 16 seconds East, a distance of 30.89 feet to a 1/2 inch set iron rod with cap at the beginning of a tangent curve to the left having a radius of 15.00 feet and whose chord bears North 58 degrees 33 minutes 48 seconds East, a distance of 19.24 feet;

THENCE in a Northeasterly direction, along said curve, curving to the left through a central angle of 79 degrees 45 minutes 52 seconds, an arc distance of 20.88 feet to a 1/2 inch set iron rod with cap at the end of said curve and the beginning of a reverse curve to the right having a radius of 373.00 feet and whose chord bears North 26 degrees 59 minutes 56 seconds East, a distance of 107.92 feet;

THENCE in a Northeasterly direction, along said curve, curving to the right through a central angle of 16 degrees 38 minutes 06 seconds, an arc distance of 108.30 feet to a 1/2 inch set iron rod with cap at the end of said curve and the beginning of a reverse curve to the left having a radius of 40.00 feet and whose chord bears North 15 degrees 02 minutes 53 seconds East, a distance of 27.71 feet;

THENCE in a Northerly direction, along the last mentioned curve, curving to the left through a central angle of 40 degrees 32 minutes 11 seconds, an arc distance of 28.30 feet to a 1/2 inch set iron rod with cap for corner in the said curving southwest line of Harry Hines Boulevard, said point being on a non-tangent curve to the right having a radius of 3,749.83 feet and whose chord bears South 58 degrees 53 minutes 41 seconds East, a distance of 64.76 feet;

THENCE in a Southeasterly direction, along said southwest line, curving to the right through a central angle of 00 degrees 59 minutes 22 seconds, an arc distance of 64.76 feet to THE POINT OF BEGINNING AND CONTAINING 28,041 square feet or 0.6437 acres of land, more or less.

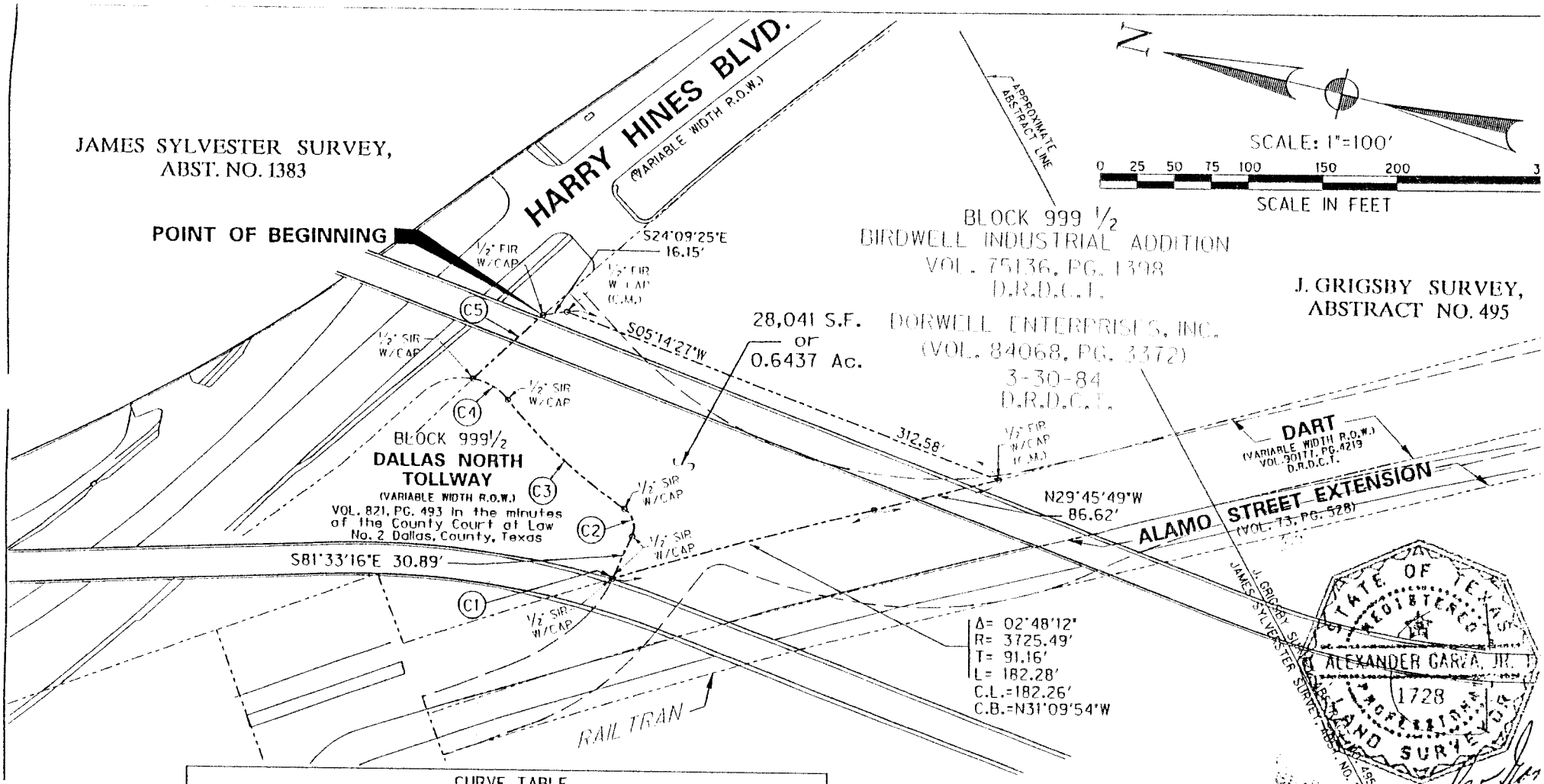
DMK

Basis of bearing is based on Texas State Plane Coordinate System, 1983 (1993), North Central Zone 4202, based on GPS measurements from Triangulation Station "Buckner Reset", and "Arlington RRP". Convergence angle at "Buckner Reset" is 00 Degrees 59 Minutes 28.8 Seconds as computed by Corpscon V4.11. The monuments used for basis of bearing are noted hereon as "C. M."

STATE OF TEXAS
REGISTERED
ALEXANDER GARZA, JR.
1728
PROFESSIONAL
LAND SURVEYOR

Alexander Garza Jr.
7-12-2000

REVIEWED BY [illegible] 7-14-00



CURVE TABLE						
CURVE NO.	Δ	R	T	L	CHORD BEARING	CHORD LENGTH
1	00°25'47"	90.00'	0.34'	0.67'	S81°20'23"E	0.67'
2	79°45'52"	15.00'	12.53'	20.88'	N58°33'48"E	19.24'
3	16°38'06"	373.00'	54.53'	108.30'	N26°59'56"E	107.92'
4	40°32'11"	40.00'	14.77'	28.30'	N15°02'53"E	27.71'
5	00°59'22"	3749.83'	32.38'	64.76'	S58°53'41"E	64.76'

LEGEND:

1/2" FIR W/CAP — 1/2-INCH FOUND IRON ROD WITH CAP
C.M. — CONTROL MONUMENT
1/2" SIR W/CAP — 1/2-INCH SET IRON ROD WITH CAP STAMPED "HALFF ASSOC. INC."

NOTE:
Basis Of Bearing is based on Texas State Plane Coordinate System, 1983 (1993), North Central Zone 4202, based upon GPS measurements from Triangulation Station "Buckner Reset", and "Arlington RRP". Convergence angle at "Buckner Reset" is 00 Degrees 59 Minutes 28.8 Seconds as computed by Corpscon V4.11. The monuments used for basis of bearing are noted hereon as "C.M.".

EXHIBIT

OF

28,041 SQ. FT.
CITY BLOCK 999 1/2
JAMES SYLVESTER SURVEY, ABST. NO. 1383
DALLAS COUNTY, TEXAS

BY

HALFF ASSOCIATES, INC.
8616 NORTHWEST PLAZA DRIVE
DALLAS, TEXAS 75225
SCALE: 1"=100' AVO.16980 SE03 JULY, 2000

3/3

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AVO: 16980\SE03\DGN\SE03EXB.DG

DRAWN BY

Exhibit "B-2"
Legal Description and Plat
of the License Property
(Drainage Facility only)

FIELD NOTES DESCRIBING A DRAINAGE LICENSE IN BLOCK 999 1/2

Being a 2,006 square foot tract of land situated in the James Sylvester Survey, Abstract No. 1383, Dallas County, Texas, and being a part of Block 999 1/2, official City of Dallas numbers, and being a part of the land conveyed to the North Texas Turnpike Authority, by deed filed May 13, 1968 and recorded in Volume 821, Page 493 of the Minutes of the County Court at Law No. 2, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch found iron rod with yellow plastic cap stamped "HALFF ASSOC. INC." (hereinafter referred to as "with cap"), at the intersection of the curving southwest line of Harry Hines Boulevard (a variable width right-of-way) having a radius of 3,749.83 feet with the northeast line of said North Texas Turnpike Authority tract (hereinafter referred to as "NTTA"), said point being the north corner of the BIRDWELL INDUSTRIAL ADDITION, an addition to the City of Dallas, Texas, according to the map or plat thereof recorded in Volume 75136, Page 1398 of the Deed Records of Dallas County, Texas, same being the north corner of a tract of land conveyed to DOR-WELL ENTERPRISES, INC., a Texas corporation, by Special Warranty Deed dated March 30, 1984 and recorded in Volume 84068, Page 3372 of said Deed Records;

REVIEWED BY 6-9-00

THENCE South 24 degrees 09 minutes 25 seconds East, along the common line of said NTTA tract and said DOR-WELL ENTERPRISES tract, a distance of 16.15 feet to a 1/2 inch found iron rod with cap for corner;

THENCE South 05 degrees 14 minutes 27 seconds West, continuing along said common line, a distance of 312.58 feet to a 1/2 inch found iron rod with cap for corner in the northeast line of a tract of land conveyed to DART (Dallas Area Rapid Transit) by deed recorded in Volume 90177, Page 4219 of said Deed Records;

THENCE North 29 degrees 45 minutes 49 seconds West, along the common line of said DART and NTTA tracts, a distance of 86.62 feet to the beginning of a tangent curve to the left having a radius of 3,725.49 feet and whose chord bears North 31 degrees 09 minutes 54 seconds West, a distance of 182.26 feet;

THENCE in a Northwesterly direction, continuing along said common line, curving to the left through a central angle of 02 degrees 48 minutes 12 seconds, an arc distance of 182.28 feet to a 1/2 inch found iron rod with cap for corner at the end of said curve, and the beginning of a curve to the left having a radius of 3,725.49 feet and whose chord bears North 33 degrees 11 minutes 17 seconds West a distance of 80.78 feet said point being THE POINT OF BEGINNING of the herein described tract of land;

THENCE in Northwesterly direction, continuing along said common line, curving to the left through a central angle of 01 degree 14 minutes 33 seconds, an arc distance of 80.78 feet to a 1/2 inch set iron rod with cap at the end of said curve;

DMK

THENCE North 10 degrees 31 minutes 12 seconds West, departing said common line, a distance of 32.25 feet to a 1/2 inch set iron rod with cap at the beginning of a tangent curve to the left having a radius of 70.00 feet and whose chord bears North 26 degrees 50 minutes 38 seconds West, a distance of 39.35 feet;

THENCE in a Northwesterly direction, curving to the left through a central angle of 32 degrees 38 minutes 53 seconds, an arc distance of 39.89 feet to a 1/2 inch set iron rod with cap at the end of said curve;

THENCE North 54 degrees 12 minutes 56 seconds East, a distance of 3.41 feet to a 1/2 inch set iron rod with cap for corner, said point being in the southeast line of a Drainage Easement as recorded in Volume 2180, Page 307 of said Deed Records;

THENCE North 81 degrees 33 minutes 31 seconds East, along said southeast line, a distance of 19.33 feet to a 1/2 inch set iron rod with cap for corner, said point being on a non-tangent curve to the right having a radius of 90.00 feet and whose chord bears South 23 degrees 11 minutes 21 seconds East, a distance of 39.48 feet;

THENCE in a Southeasterly direction, departing said southeast line, along said curve to the right through a central angle of 25 degrees 20 minutes 18 seconds, an arc distance of 39.80 feet to a 1/2 inch set iron rod with cap at the end of said curve;

THENCE South 10 degrees 31 minutes 12 seconds East, a distance of 70.39 feet to a 1/2 inch set iron rod with cap for corner;

THENCE South 29 degrees 45 minutes 31 seconds East, a distance of 39.20 feet to a 1/2 inch set iron rod with cap for corner;

THENCE North 81 degrees 33 minutes 16 seconds West, a distance of 1.21 feet to a 1/2 inch found iron rod with cap at the beginning of a tangent curve to the right having a radius of 90.00 feet and whose chord bears North 81 degrees 20 minutes 23 seconds West, a distance of 0.67 feet;

THENCE in a Northwesterly direction, along said curve to the right through a central angle of 00 degrees 25 minutes 47 seconds, an arc distance of 0.67 feet to THE POINT OF BEGINNING AND CONTAINING 2,006 square feet or 0.0461 acres of land, more or less.

DMK

REVIEWED BY 6-6-00

Basis of bearing is based on Texas State Plane Coordinate System, 1983 (1993), North Central Zone 4202, based on GPS measurements from Triangulation Station "Buckner Reset", and "Arlington RRP". Convergence angle at "Buckner Reset" is 00 Degrees 59 Minutes 28.8 Seconds as computed by Corpscon V4.11. The monuments used for basis of bearing are noted hereon as "C. M."

STATE OF TEXAS REGISTERED ALEXANDER GARZA JR. 1728 PROFESSIONAL LAND SURVEYOR

Alexander Garza Jr
6-6-2000

SE01-DE8.DOC
06-06-2000

REVIEWED BY
6-9-00

JAMES SYLVESTER SURVEY, ABST. NO. 1383

POINT OF COMMENCING

HARRY HINES BLVD. (VARIABLE WIDTH R.O.W.)

APPROXIMATE ABSTRACT LINE

SCALE: 1"=100'

0 25 50 75 100 150 200 300

SCALE IN FEET

½" SIR W/CAP
N81°33'16"W 1.21'
39.20'
C=80.78'
C4
½" FIR W/CAP
½" SIR W/CAP
POINT OF BEGINNING

DRAINAGE EASEMENT VOL. 2180, PG. 307 D.R.D.C.T.

½" FIR W/CAP (C.M.)
S23°09'25"E 16.15'
S05°14'27"W

BLOCK 999 ½
BIRDWELL INDUSTRIAL ADDITION
VOL. 75136, PG. 1398
D.R.D.C.T.

DOR-WELL ENTERPRISES, INC.
(VOL. 84068, PG. 3372)
3-30-84
D.R.D.C.T.

J. GRIGSBY SURVEY, ABSTRACT NO. 495

2,006 S.F.
or
0.0461 Ac.

DALLAS NORTH TOLLWAY (NTTA)
(VARIABLE WIDTH R.O.W.)
VOL. 821, PG. 493 in the minutes of the County Court or Law No. 2 Dallas, County, Texas

BLOCK 999½

POINT OF BEGINNING

NB HOUSTON STREET EXTENSION (VARIABLE WIDTH R.O.W.)

ALAMO STREET (VOL. 73, PG. 528)

DART (VARIABLE WIDTH R.O.W.) VOL. 90177, PG. 4219 D.R.D.C.T.

C3
S29°45'31"E 39.20'
S10°31'12"E 70.39'
N81°33'31"E 19.33'
N54°12'56"E 3.41'
N10°31'12"W 32.25'
C1
C2

Δ= 02°48'12"
R= 3725.49'
T= 91.16'
L= 182.28'
C.L.=182.26'
C.B.=N31°09'54"W

J. GRIGSBY SURVEY, ABSTRACT NO. 495
JAMES SYLVESTER SURVEY, ABST. NO. 1383

ALAMO STREET EXTENSION (VARIABLE WIDTH R.O.W.)

CURVE TABLE						
CURVE NO.	Δ	R	T	L	CHORD BEARING	CHORD LENGTH
1	01°14'33"	3725.49'	40.39'	80.78'	N33°11'17"W	80.78'
2	32°38'53"	70.00'	20.50'	39.89'	N26°50'38"W	39.35'
3	25°20'18"	90.00'	20.23'	39.80'	S23°11'21"E	39.48'
4	00°25'47"	90.00'	0.34'	0.67'	N81°20'23"W	0.67'

STATE OF TEXAS
REGISTERED
ALEXANDER GARZA JR.
1728
PROFESSIONAL
LAND SURVEYOR

Alexander Garza Jr.
6-6-2000

LEGEND:

C.M. CONTROL MONUMENT
½" FIR W/CAP ½-INCH FOUND IRON ROD WITH CAP STAMPED "HALFF ASSOC. INC."
½" SIR W/CAP ½-INCH SET IRON ROD WITH CAP STAMPED "HALFF ASSOC. INC."

NOTE:
Basis Of Bearing is based on Texas State Plane Coordinate System, 1983 (1993), North Central Zone 4202, based upon GPS measurements from Triangulation Station "Buckner Reset", and "Arlington RRP". Convergence angle at "Buckner Reset" is 00 Degrees 59 Minutes 28.8 Seconds as computed by Corpscon V4.11. The monuments used for basis of bearing are noted hereon as "C.M.".

DRAINAGE EASEMENT EXHIBIT

OF

2,006 SQ. FT.
CITY BLOCK 999 1/2
JAMES SYLVESTER SURVEY, ABST. NO. 1383
DALLAS COUNTY, TEXAS

BY

HALFF ASSOCIATES, INC.
8616 NORTHWEST PLAZA DRIVE
DALLAS, TEXAS 75225

SCALE: 1"=100' AVO.16980DT SE01 JUNE, 2000

3/3

D:\AVO\grand\SE01DE8EX.dgn 06/05/00 05:27:07 PM

AVO: 16980\SE01\SE01DE8EX.DGN

COUNCIL CHAMBER

001395

April 26, 2000

WHEREAS, the City of Dallas requested that the North Texas Tollway Authority (NTTA) permit the construction of the Houston Street Extension and related improvements within the North Texas Tollway Authority right-of-way in order to connect with Harry Hines Boulevard; and,

WHEREAS, an Interlocal Agreement will allow joint use of the NTTA right-of-way as necessary; and,

WHEREAS, the City of Dallas desires to enter into an Interlocal Agreement with the NTTA for the construction and maintenance of permanent paving improvements within the NTTA right-of-way for the Houston Street Extension to Harry Hines.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager is hereby authorized to enter into an Interlocal Agreement with the North Texas Tollway Authority for the construction and maintenance of permanent pavement improvements within the North Texas Tollway Authority right-of-way for the Houston Street Extension to Harry Hines Boulevard.

Section 2. That the City Manager is hereby authorized to execute the agreement after it has been approved as to form by the City Attorney.

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

Distribution: Public Works and Transportation, Sandra Williams, OCMC, Room 101
Public Works and Transportation, Tami Wilson, L1BN
City Attorney
City Controller, Regina H. Givens
Budget and Management Services

APPROVED BY
CITY COUNCIL

APR 26 2000

City Secretary

APPROVED _____ HEAD OF DEPARTMENT

APPROVED _____ CITY CONTROLLER

APPROVED _____ CITY MANAGER

RESOLUTION NO. 00-12

A RESOLUTION OF THE NORTH TEXAS TOLLWAY AUTHORITY AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF DALLAS, TEXAS PERTAINING TO ALAMO STREET IMPROVEMENTS

April 19, 2000

WHEREAS, the North Texas Tollway Authority (the "Authority") is a regional tollway authority governed by Chapter 366 of the Texas Transportation Code (the "Transportation Code"), and is authorized to enter into contracts or agreements necessary or incidental to its duties and powers under that Chapter; and

WHEREAS, the City of Dallas, Texas ("City") is a home rule city possessing the full power of self-government under Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, Chapter 791 of the Texas Government Code, known as the "Interlocal Cooperation Act," authorizes governmental entities such as the Authority and the City to contract or agree with one another to perform governmental functions and services in accordance with that Chapter; and

WHEREAS, the City intends to widen and extend Alamo Street, including that portion which is located beneath the Dallas North Tollway Flyovers (the elevated south- and northbound ramps that connect the main lanes of the DNT with Stemmons Freeway, a.k.a. IH 35E) to enable Alamo Street to connect with Harry Hines Boulevard (the "Alamo Street Extension"), as shown on Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the City has requested the Authority to grant a license to allow the City to use a portion of the Authority's right-of-way to facilitate the construction and operation of the Alamo Street Extension; and

WHEREAS, the Authority has reviewed and evaluated the proposed construction and operation plans of the Alamo Street Extension and find them to pose no significant threat to the operational and structural integrity of the DNT;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors authorizes the Executive Director to enter into an interlocal agreement with the City of Dallas regarding the construction and operation of the Alamo Street Extension together with such other matters as the Executive Director deems are in the best interest of the Authority with respect to the Dallas North Tollway.

Approved this 19th day of April 2000, by a 5 - 0 vote.

ATTEST:

Donna R. Parker, Vice Chairman

Ruby Franklin, Secretary