

**MULTIPLE USE AGREEMENT**

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**THIS AGREEMENT** (the “Agreement”) made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as “State”, party of the first part, and the City of Mesquite, hereinafter called “City”, party of the second part, is to become effective when fully executed by both parties.

**WITNESSETH**

**WHEREAS**, on the 5th day of November 2018, the governing body for the City, entered into Resolution/Ordinance No. \_\_\_\_\_, hereinafter identified by reference, authorizing the City’s participation in this Agreement with the State; and

**WHEREAS**, the City has requested the State permit the construction, maintenance and operation of a public pedestrian trail on the highway right of way of US 80 (CONTROL SECTION NO. 0095-02), shown graphically by the preliminary conceptual site plan in Exhibit “A” and being more specifically described by metes and bounds of Exhibit “B”, which are attached and made a part hereof; and

**WHEREAS**, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City will enter into agreements with the state for the purpose of determining the respective responsibilities of the City and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the state.

## **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**

City will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall 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. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the Agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps, and other pedestrian elements to be constructed, either on or off site, by the City 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 the City and found not to comply with ADA or TAS shall be corrected at the entire expense of the City.

### **2. INSPECTION**

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

### **3. PARKING REGULATIONS---Not Applicable**

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1<sup>1</sup>/<sub>2</sub> 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 TxDOT, exists.

#### **4. PROHIBITION/SIGNS**

Regulations shall be established 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 prior to the actual erection.

#### **5. RESPONSIBILITIES**

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate 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 highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that City has failed to comply with these responsibilities, it will perform the necessary work and charge City the actual cost of the work.

#### **6. FEES**

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The City shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the City for the use of the facility under this Agreement, the City will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility, the City must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the City's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

## **7. TERMINATION UPON NOTICE**

This provision is expressly made subject to the rights herein granted to both parties to terminate this Agreement upon written notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and City shall be responsible for the facility's timely removal at no cost to the State. If the State determines that City has failed to timely remove the facility, it will perform the necessary work and charge City the actual cost of the work.

## **8. MODIFICATION/TERMINATION OF AGREEMENT**

If in the sole judgment of the State 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 highway facility, 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 judgment that such facility is not in the public interest, this Agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

## **9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS**

All structures located or constructed within the area covered by the 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.

## **10. RESTORATION OF AREA**

The City shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The City shall, within 120 (120) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this Agreement and restore the area to a condition satisfactory to the State.

## **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. NO WAIVER OF GOVERNMENTAL IMMUNITY; NO THIRD-PARTY LIABILITY**

No party to this Agreement intends to waive, relinquish, limit or condition its general governmental or sovereign immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this Agreement shall be construed as creating any liability in favor of any third party against the State and the City. Additionally, this Agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

## **13. INSURANCE**

The City, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. City shall include TxDOT as an additional insured by endorsement in City's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

## **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 re-construction 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.

## **15. ADDITIONAL CONSENT REQUIRED**

The State asserts only that it has sufficient title for highway purposes. The City shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this Agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

## **16. 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, § 710, shall be attached to and become a part of this Agreement.

## **17. CIVIL RIGHTS ASSURANCES**

The City, 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 grounds 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 the City 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 both 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.

## **20. AUDIT**

The State may conduct an audit or investigation of any aspect of this Agreement. The City must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this Agreement or any contract to provide a service to the City if that service is authorized by this Agreement.

## 21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement 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 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 to the investigation or audit.

## 22. NOTICES

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

**STATE (Name of other party)**  
(Mailing Address)

(Mailing Address)

Texas Department of Transportation  
Maintenance Division  
125 East 11<sup>th</sup> Street  
Austin, Texas 78701-2483

City of Mesquite

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**Attn: Engineering**

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**PO Box 850137**

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**Mesquite, TX 75185-0137**

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## 23. TIMELY PAYMENT

When any provision of this Agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

## 24. WARRANTS

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

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signature, the City of Mesquite on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and the State on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**STATE OF TEXAS**

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

Recommended Approval:

By: \_\_\_\_\_  
Mohamed K. Bur, P.E.

Title: Dallas District Engineer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Director, Maintenance Division

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Authorized Signatory  
DATE: \_\_\_\_\_

**CITY OF MESQUITE**

By: \_\_\_\_\_  
Cliff Keheley, City Manager

ATTEST:

By: \_\_\_\_\_  
Sonja Land, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant City Attorney

City Contact Name: Wes McClure

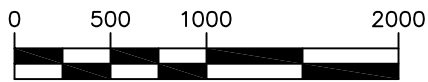
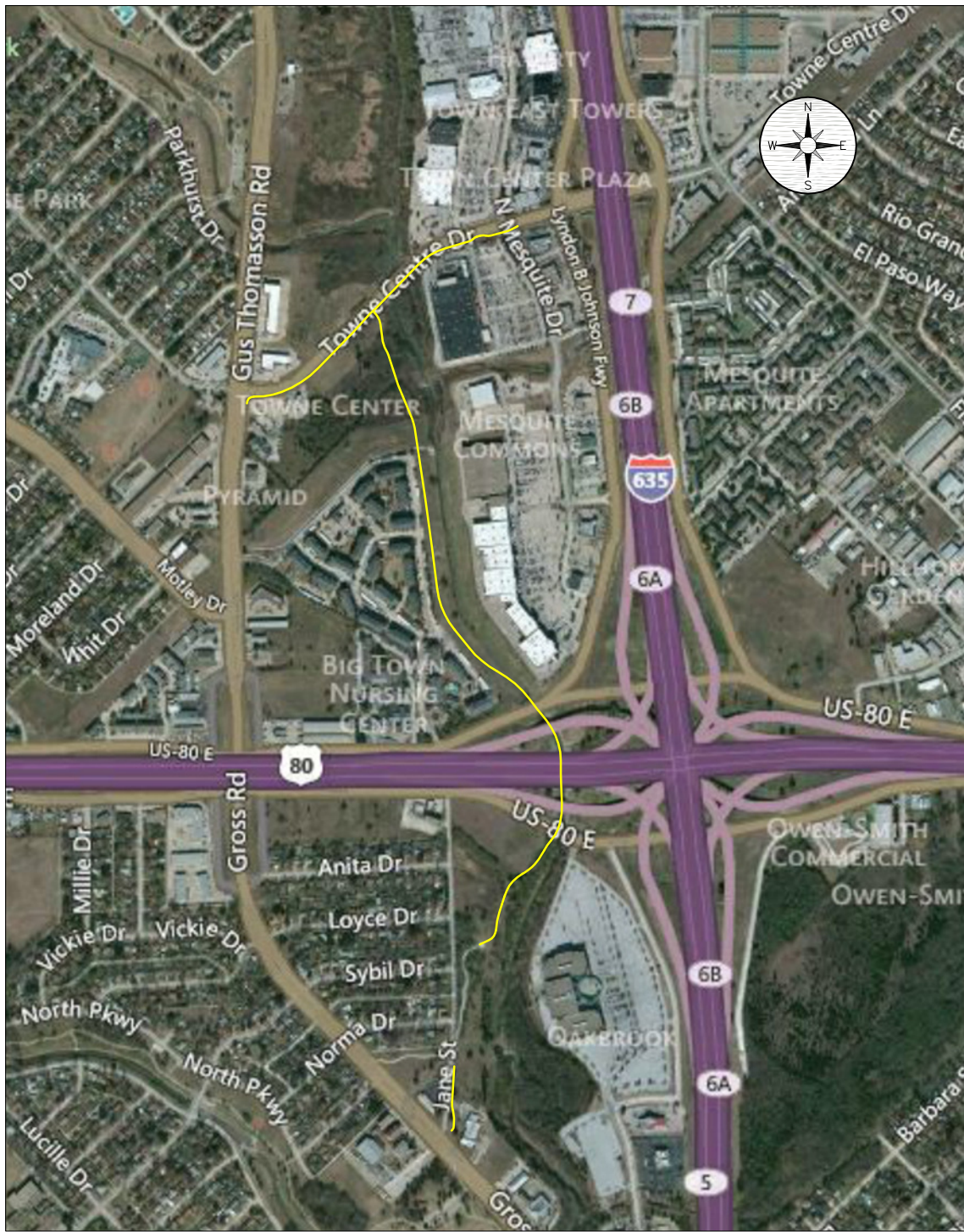
City Contact Number: 972-216-6924



## **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, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency 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.



SCALE: 1" = 1000'

 <b>BGE, Inc.</b> 700 North Pearl St., Suite 2100, Dallas, TX 75201 Tel: 469-621-3200 • www.bgelhc.com TBPE Registration No. F-1046			
<b>EXHIBIT A: GENERAL LOCATION MAP</b>			
<b>MESQUITE HERITAGE TRAIL, PHASE II</b>			
SCALE: 1" = 1000'	JOB #: 2163	DATE: OCT 2018	EXHIBIT: A

FIELD NOTES:

EXHIBIT "A"

BEING a 0.6485 acres tract or parcel of land situated in the Daniel Tanner League Survey, Abstract No. 1462, in the City of Mesquite, Dallas County, Texas, and being part of the TxDot right-of-way for State Highway 80 (a variable width right-of-way), and being more particularly described as follows:

COMMENCING 1/2 inch iron rod found cap for the intersection of a corner clip for the east right-of-way line of Jane Street (variable width right-of-way) and the south right-of-way line for State Highway 80 (a variable width right-of-way), said point also being the northwesterly corner of a tract of land conveyed to American Multicinema Inc, as recorded in Volume 97223, Page 3695, Deed Records, Dallas County, Texas, said point being at the beginning of a non-tangent curve to the right whose chord bears South 73°20'58" East, 507.21 feet;

THENCE in a Southeasterly direction along the south right-of-way line of said State Highway 80 and along the northerly line of said Multicinema Inc. tract and along said curve to the right having a central angle of 15°25'26", a radius of 1889.86 feet, an arc length of 508.74 feet to a point for corner;

THENCE South 15°29'17" East continuing along the southerly right-of-way line of said State Highway 80 and the northerly line of said Multicinema Inc. tract a distance 99.77 feet to a point for corner;

THENCE South 73°01'05" East continuing along the southerly right-of-way line of said State Highway 80 and the northerly line of said Multicinema Inc. tract a distance of 39.37 feet to the POINT OF BEGINNING, said point being at the beginning of a non-tangent curve to the left whose chord bears North 30°18'21" East, 51.23 feet;

THENCE crossing said State Highway 80 right-of-way the following courses and distance;

North 67°59'23" West a distance of 10.01 feet to a point for corner, said point being at the beginning of a non-tangent curve the left whose chord bears North 18°48'12" East, 42.24 feet;

In a Northeasterly direction along said curve to the left having a central angle of 10°43'29", a radius of 226.00 feet, an arc length of 42.30 feet to a point for corner, said point being at the beginning of a compound curve to the left whose chord bears North 07°04'08" East, 94.56 feet;

In a Northeasterly direction along said curve to the left having a central angle of 12°44'38", a radius of 426.00 feet, an arc length 94.75 feet to a point for corner;

South 89°18'11" East a distance of 10.00 feet to a point for corner, said point being at the beginning of a non-tangent curve to the left whose chord bears North 00°39'20" West, 20.58 feet;

In a Northwesterly direction along said curve to the left having a central angle of 02°42'18", a radius of 436.00 feet, an arc length of 20.58 feet to a point for corner;

North 02°00'29" West a distance of 112.98 feet to a point for corner;

South 87°59'31" West a distance of 10.00 feet to a point for corner;

North 02°00'29" West a distance of 13.85 feet to a point for corner, said point being at the beginning of a tangent curve to the left whose chord bears North 01°13'18" West, 55.56 feet;

In a Northwesterly direction along said curve to the left having a central angle of 01°34'22", a radius of 2024.00 feet, an arc length of 55.56 feet to a point for corner;

North 00°26'07" West a distance of 80.59 feet to a point for corner, said point being at the beginning of a tangent curve to the left whose chord bears North 08°27'31" West, 104.96 feet;

In a Northwesterly direction along said curve to the left having a central angle of 16°02'48", a radius of 376.00 feet, an arc length of 105.31 feet to a point for corner;

North 74°54'54" East a distance of 10.00 feet to a point for corner, said point being at the beginning of a non-tangent curve to the left whose chord bears North 27°42'54" West, 150.86 feet;

TxDOT  
VARIABLE WIDTH EASEMENT

0.6485 ACRES

DANIEL TANNER LEAGUE SURVEY, ABSTRACT NO. 1462

CITY OF MESQUITE, TEXAS

DALLAS COUNTY, TEXAS

OCTOBER 2018

BEARING BASIS:

BEARINGS ARE BASED ON TEXAS STATE PLANE  
COORDINATE SYSTEM, NORTH CENTRAL ZONE,  
NORTH AMERICAN DATUM OF 1983.

EXHIBIT "A"

In a Northwesterly direction along said curve to the left having a central angle of 22°32'18", a radius of 386.00 feet, an arc length of 151.84 feet to a point for corner;

North 38°59'04" West a distance of 53.11 feet to a point for corner;

South 51°00'56" West a distance of 16.00 feet to a point for corner, said point being at the beginning of a non-tangent curve to the left whose chord bears North 38°10'44" West, 34.00 feet;

In a Northwesterly direction along said curve to the left having a central angle of 01°53'29", a radius of 1030.00 feet, an arc length 34.00 feet to a point for corner;

North 37°14'00" West a distance of 62.41 feet to a point for corner;

North 52°46'00" East a distance of 16.00 feet to a point for corner;

North 37°14'00" West a distance of 14.22 feet to a point for corner, said point being at the beginning of a tangent curve to the left whose chord bears North 39°06'35" West, 41.06 feet;

In a Northwesterly direction along said curve to the left having a central angle of 03°36'57", a radius of 650.77 feet, an arc length of 41.07 feet to a point for corner, said point being in the northerly right-of-way line of said State Highway 80, said point also being in the southerly line of a tract of land conveyed to MRP Barons I LLC as recorded in Instrument Number 20070184973, Deed Records, Dallas County, Texas;

THENCE North 64°00'53" East along said common line a distance of 24.81 feet to a point for corner, said point being at the beginning of a non-tangent curve to the right whose chord bears South 38°49'38" East, 36.21 feet;

THENCE departing said northerly right-of-way line of State Highway 80, and the southerly line of said Barons tract crossing said State Highway 80, in a southeasterly direction along said curve to the right having a central angle of 03°04'32", a radius of 674.71 feet, an arc length of 36.22 feet to a point for corner;

THENCE continuing crossing said State Highway 80 the following courses and distances;

South 37°14'00" West a distance of 76.63 feet to a point for corner, said point being at the beginning of a tangent curve to the left whose chord bears South 38°06'32" East, 30.25 feet;

In a Southeasterly direction along said curve to the right having a central angle of 01°45'04", a radius of 990.00 feet, an arc length of 30.26 feet to a point for corner;

South 38°59'04" East a distance of 55.63 feet to a point for corner, said point being at the beginning of a tangent curve to the right whose chord bears South 19°42'35" East, 270.68 feet;

In a Southeasterly direction along said curve to the right having a central angle of 38°32'57", a radius of 410.00 feet, an arc length 275.85 feet to a point for corner;

South 00°26'07" East a distance of 80.59 feet to a point for corner, said point being at the beginning of a tangent curve to the left whose chord bears South 01°13'18" East, 54.63 feet;

In a Southeasterly direction along said curve to the left having a central angle of 01°34'22", a radius of 1990.00 feet, an arc length 54.63 feet to a point for corner;

South 02°00'29" East a distance of 126.83 feet to a point for corner, said point being at the beginning of a tangent curve to the right whose chord bears South 05°42'59" West, 123.66 feet;

TxDOT  
VARIABLE WIDTH EASEMENT

0.6485 ACRES

DANIEL TANNER LEAGUE SURVEY, ABSTRACT NO. 1462

CITY OF MESQUITE, TEXAS

DALLAS COUNTY, TEXAS

OCTOBER 2018

**BEARING BASIS:**

BEARINGS ARE BASED ON TEXAS STATE PLANE  
COORDINATE SYSTEM, NORTH CENTRAL ZONE,  
NORTH AMERICAN DATUM OF 1983.

EXHIBIT "A"

In a Southwesterly direction along said curve to the right having a central angle of 15°26'56", a radius of 460.00 feet, an arc length of 124.03 feet to a point for corner, said point being at a compound curve to the right whose chord bears South 24°03'18" West, 95.78 feet;

In a Southwesterly direction along said curve to the right having a central angle of 21°13'42", a radius of 260.00 feet, an arc length of 96.33 feet to a point for corner, said point being in the southerly line of said State Highway 80, said point also being in the northerly line of a tract of land conveyed to the City of Mesquite as recorded in Volume 93122, Page 995, Deed Records, Dallas County, Texas;

THENCE North 73°01'05" West along said common line a distance of 25.32 feet to the POINT OF BEGINNING containing 0.6485 acres of land more or less.

*David F. McCullah*

DAVID F. McCULLAH RPLS NO. 4023  
BGE, INC.  
2595 DALLAS PARKWAY, SUITE 204  
FRISCO, TEXAS 75034  
TELEPHONE: (972) 464-4800  
DATED: OCTOBER 19, 2018



**SURVEYOR**



**BGE, Inc.**  
2595 Dallas Pkwy., Suite 101, Frisco, TX 75034  
Tel: 972-464-4800 • www.browngay.com  
TBPLS Registration No. 10193953

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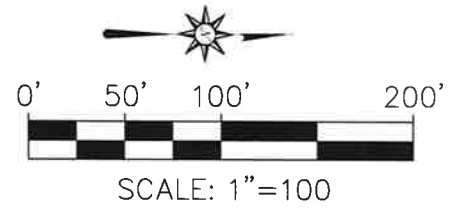
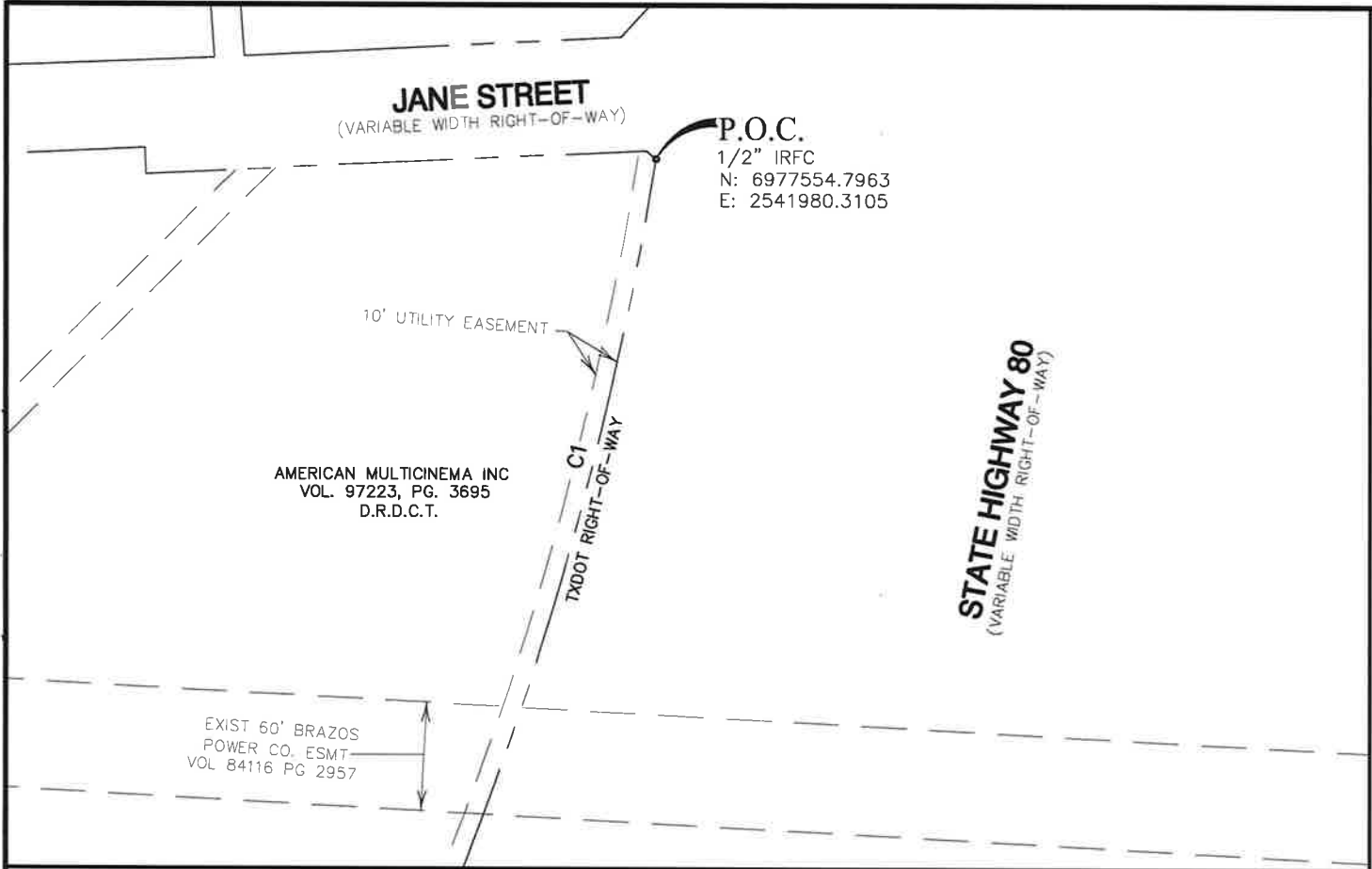
**BEARING BASIS:**

BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

**TxDOT  
VARIABLE WIDTH EASEMENT**

0.6485 ACRES

DANIEL TANNER LEAGUE SURVEY, ABSTRACT NO. 1462  
CITY OF MESQUITE, TEXAS  
DALLAS COUNTY, TEXAS  
OCTOBER 2018



**MATCH LINE SEE SHEET 6 OF 6**

Line Table		
Line #	Direction	Length
L1	S15°29'17"E	99.77'

**MATCH LINE SEE SHEET 5 OF 6**

Curve Table					
Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C1	15°25'26"	1889.86'	508.74'	S73°20'58"E	507.21'

**LEGEND**  
 P.O.C. POINT OF COMMENCING  
 P.O.B. POINT OF BEGINNING  
 D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS  
 INT. NO. INSTRUMENT NUMBER  
 VOL. VOLUME  
 PG. PAGE

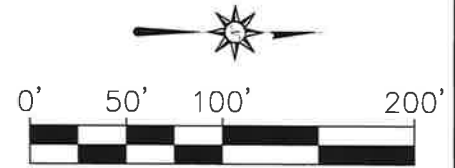
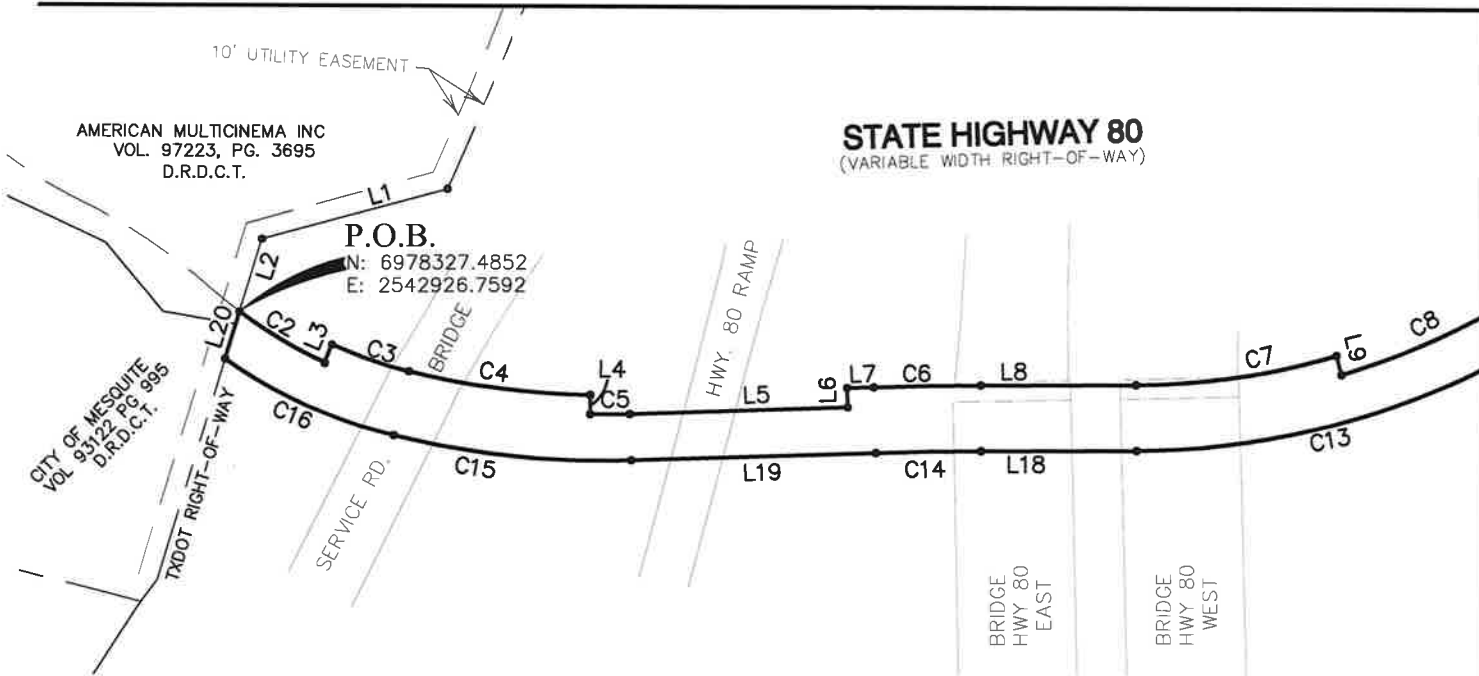
TxDOT  
 VARIABLE WIDTH TRAIL EASEMENT  
 0.6485 ACRES  
 DANIEL TANNER LEAGUE SURVEY, ABSTRACT NO. 1462  
 CITY OF MESQUITE, TEXAS  
 DALLAS COUNTY, TEXAS  
 OCTOBER 2018



**BGE, Inc.**  
 2595 Dallas Pkwy., Suite 101, Frisco, TX 75034  
 Tel: 972-464-4800 • www.browngay.com  
 TBPLS Registration No. 10193953  
 Copyright 2017

**Notes:**  
 1. Surveyor has not abstracted the property.  
 2. Property is subject to all easements of record.

**BEARING BASIS:**  
 BEARINGS ARE BASED ON TEXAS STATE PLANE  
 COORDINATE SYSTEM, NORTH CENTRAL ZONE,  
 NORTH AMERICAN DATUM OF 1983.



SCALE: 1"=100

Line Table		
Line #	Direction	Length
L1	S15°29'17"E	99.77'
L2	S73°01'05"E	39.37'
L3	N67°59'23"W	10.01'
L4	S89°18'11"E	10.00'
L5	N2°00'29"W	112.98'
L6	S87°59'31"W	10.00'
L7	N2°00'29"W	13.85'
L8	N0°26'07"W	80.59'
L9	N74°54'54"E	10.00'
L18	S0°26'07"E	80.59'
L19	S2°00'29"E	126.83'
L20	N73°01'05"W	25.32'

Curve Table

Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C2	12°27'47"	236.00'	51.33'	N30°18'21"E	51.23'
C3	10°43'29"	226.00'	42.30'	N18°48'12"E	42.24'
C4	12°44'38"	426.00'	94.75'	N7°04'08"E	94.56'
C5	2°42'18"	436.00'	20.58'	N0°39'20"W	20.58'
C6	1°34'22"	2024.00'	55.56'	N1°13'18"W	55.56'
C7	16°02'48"	376.00'	105.31'	N8°27'31"W	104.96'
C8	22°32'18"	386.00'	151.84'	N27°42'54"W	150.86'
C13	38°32'57"	410.00'	275.85'	S19°42'35"E	270.68'
C14	1°34'22"	1990.00'	54.63'	S1°13'18"E	54.63'
C15	15°26'56"	460.00'	124.03'	S5°42'59"W	123.66'
C16	21°13'42"	260.00'	96.33'	S24°03'18"W	95.78'

LEGEND  
 P.O.C. POINT OF COMMENCING  
 P.O.B. POINT OF BEGINNING  
 D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS  
 INT. NO. INSTRUMENT NUMBER  
 VOL. VOLUME  
 PG. PAGE

TxDOT  
 VARIABLE WIDTH TRAIL EASEMENT  
 0.6485 ACRES  
 DANIEL TANNER LEAGUE SURVEY, ABSTRACT NO. 1462  
 CITY OF MESQUITE, TEXAS  
 DALLAS COUNTY, TEXAS  
 OCTOBER 2018



**BGE, Inc.**  
 2595 Dallas Pkwy., Suite 101, Frisco, TX 75034  
 Tel: 972-464-4800 • www.browngay.com  
 TBPLS Registration No. 10193953

- Notes:
1. Surveyor has not abstracted the property.
  2. Property is subject to all easements of record.

**BEARING BASIS:**  
 BEARINGS ARE BASED ON TEXAS STATE PLANE  
 COORDINATE SYSTEM, NORTH CENTRAL ZONE,  
 NORTH AMERICAN DATUM OF 1983.

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STATE HIGHWAY 80  
(VARIABLE WIDTH RIGHT-OF-WAY)

MRP BARONS I LLC  
INST. NO. 20070184973  
D.R.D.C.T.  
  
BLOCK 1, LOT 1RA  
THE BARONS ADDITION  
VOL. 2002194, PG 92  
D.R.D.C.T.

Curve Table					
Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C8	22°32'18"	386.00'	151.84'	N27°42'54"W	150.86'
C9	1°53'29"	1030.00'	34.00'	N38°10'44"W	34.00'
C10	3°36'57"	650.77'	41.07'	N39°06'35"W	41.06'
C11	3°04'32"	674.71'	36.22'	S38°49'38"E	36.21'
C12	1°45'04"	990.00'	30.26'	S38°06'32"E	30.25'
C13	38°32'57"	410.00'	275.85'	S19°42'35"E	270.68'

EXIST 60' BRAZOS  
POWER CO. ESMT  
VOL 84116 PG 2957

SERVICE RD.

120' DRAINAGE  
EASEMENT  
VOL 85180 PG 2341  
D.R.D.C.T.

DRAINAGE EASEMENT  
VOL 97038 PG 1110  
D.R.D.C.T.

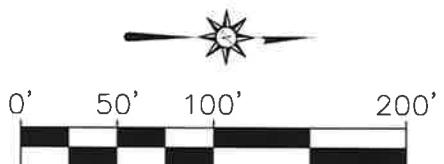
15' UTILITY EASEMENT  
VOL 2002194 PG 92

Line Table		
Line #	Direction	Length
L10	N38°59'04"W	53.11'
L11	S51°00'56"W	16.00'
L12	N37°14'00"W	62.41'
L13	N52°46'00"E	16.00'
L14	N37°14'00"W	14.22'
L15	N64°00'53"E	24.81'
L16	S37°14'00"E	76.63'
L17	S38°59'04"E	55.63'

BRE DDR MARKETPLACE AT TOWNE CENTER LLC  
INST. NO. 201200181625  
D.R.D.C.T.

BLOCK A, LOT 1

MESQUITE COMMONS ADDITION  
VOL. 2002079, PG. 4  
D.R.D.C.T.



SCALE: 1"=100

MATCH LINE SEE SHEET 4 OF 6

MATCH LINE SEE SHEET 5 OF 6

LEGEND  
P.O.C. POINT OF COMMENCING  
P.O.B. POINT OF BEGINNING  
D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS  
INT. NO. INSTRUMENT NUMBER  
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DALLAS COUNTY, TEXAS  
OCTOBER 2018

Notes:  
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