

TOLL ROAD AGREEMENT

C.70725
07-1340

This Toll Road Agreement (this "Agreement") is made and entered into, effective as of the date of the final signature hereto, by and between the **CITY OF HOUSTON**, a municipal corporation situated in Harris, Fort Bend and Montgomery Counties, Texas (the "City"), and **HARRIS COUNTY**, a political subdivision of the State of Texas ("County").

RECITALS:

WHEREAS, County operates a toll road system of over 100 miles of roadway in the Houston/Harris County area; and

WHEREAS, it is of the mutual benefit of the County and City to extend Hardy Toll Road south from its current terminus at IH-610 to connect with US-59 and the northern approach to the Elysian Viaduct; and

WHEREAS, Texas Transportation Code § 472.002 authorizes the County and the City to contract in regard to the acquisition, design, construction, improvement, or beautification of a turnpike, and authorizes the County to impose taxes in an amount necessary to create a sinking fund for payments required by such a contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – SCOPE OF WORK

1. The term "Project" as used herein shall mean any and all work related to the extension of Hardy Toll Road south from its current terminus at IH-610 to connect with US-59 and the northern approach to the Elysian Viaduct, as more particularly shown on **Exhibit "A"** attached hereto and incorporated herein, including but not limited to preliminary and final engineering design, fencing, grading, temporary and permanent road work, any and all changes to public and private utilities and appurtenances, and any alterations to or construction of drainage facilities.

ARTICLE II – OBLIGATIONS OF THE CITY

In consideration of the covenants of County set forth herein and the faithful performance thereof, the City agrees as follows:

1. Provided that County is in compliance with the terms and conditions of this Agreement, the City will grant to County, its successors and assigns, a perpetual license (a "Right-of-Way License"), substantially in the form shown on **Exhibit "B"**

attached hereto and incorporated herein, over and across the parcels of the City's street rights-of-way described on **Exhibit "C"** attached hereto and incorporated herein.

2. Because it will be advisable, in connection with the Project, to close certain public street rights-of-way, the City will duly abandon and close the public street rights-of-way set forth on **Exhibit "D"** attached hereto and incorporated herein, while reserving and retaining easement rights to the public utilities currently in place.

3. On any occasion that County must obtain the City's consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed.

ARTICLE III – OBLIGATIONS OF COUNTY

In consideration of the covenants of the City set forth herein and the faithful performance thereof, County agrees as follows:

1. County shall provide the City with final plans and specifications prior to commencement of any construction upon the part(s) of the Project to which such plans and specifications apply. At minimum, County shall provide the City with 90% design plans and all supporting calculations. The City will review such plans and specifications and will approve or comment in writing upon such plans and specifications within thirty (30) days after receipt. In the event that the City has any comments regarding such plans and specifications, County agrees to address such comments in good faith and the City agrees to work with County in good faith to promptly resolve any issues.

Any approval of plans and specifications by the City shall not obligate the City in any manner with respect to the finished product design and/or construction, nor shall any such approval be deemed to mean that such plans are, in the City's view, structurally sound and appropriate, or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes

2. County shall make all applicable applications and obtain all permits and approvals for the Project required by law.

3. County shall acquire all rights-of-way, other than those for which license is given by the City pursuant to this Agreement, that are necessary for the Project. The County shall not be required to pay any expense of right-of-way acquisition in addition to those expenses required to be paid under Article 1, § 17 of the Texas Constitution.

4. a. County shall duly inform the public about the Project, and shall also duly inform all persons and entities that may have pre-existing rights in the affected parcels (including but not limited to private utilities and pipeline carriers). In the event that any wire lines, pipelines or other facilities owned by private persons, companies, corporations, utilities or political subdivisions other than the City must be installed, upgraded or relocated in order for the Project to be completed, County shall, at no

expense to the City, make any and all arrangements for same with the affected person or entity.

b. With respect to persons or entities that own or operate pipelines or other private utilities or facilities in, on, within, under, over or above a public right-of-way affected by the Project, the City agrees to work with County in good faith to provide County with the information in its possession regarding such persons or entities. Without limiting County's general obligations set forth in Section 4(a), County agrees to duly inform all such persons and entities of the Project, and to pay any cost that the County may be required to pay by any applicable law or ordinance. In the event of any dispute with any such person or entity, County will handle the dispute on the City's behalf and will reimburse any out-of-pocket expenses that the City incurs

5. County shall relocate the City's utilities as set forth in that document entitled Harris County Toll Road Authority Proposed Utility Relocations for "Future Hardy Toll Road Extension from U.S. 59 to Caplin Road" as previously approved in writing by the City and on file in the City of Houston Public Works Department, which document is incorporated herein for all purposes, at its own expense. If the location or routing of any portion of the Project has changed since the City approved the previous document, County shall obtain the City's prior consent to the treatment of any City-owned utilities affected by the change. All such work shall also be performed in full compliance with all applicable laws, ordinances and regulations, and to the City's usual standards. The City shall have the right to observe construction. The relocated and improved utilities will not be deemed to be accepted by the City until the City has inspected and indicated its final acceptance to County in writing.

6. County has performed a traffic impact analysis ("TIA") in compliance with the City's TIA guidelines. In connection therewith, the City and County have agreed that the closures of Brooks, Semmes and Lee Streets will not require traffic mitigation measures. The City and County have agreed that the closure of Lorraine Street at grade will require traffic mitigation measures, and County has agreed at its expense to construct a grade separation over or under the Project so that Lorraine Street will remain open to the public. In addition, County must, at its expense, construct a grade separation of Quitman Street over the Project and a grade separation of Collingsworth Street over railroad right-of-way east of the Project. The City and County agree to work diligently in good faith to finalize one or more agreements (the "Grade Separation Agreements") providing for the construction of these grade separations by County. The Grade Separation Agreements shall require that County submit to the City for approval all plans and specifications for the grade separations. County shall not begin construction on the Project until the Grade Separation Agreements have been executed by the City and County.

7. a. County shall ensure that all connections of the Project to the City's streets are built to the City's standards and do not impede traffic flow.

b. County's plans and Project construction will include trees and other appropriate landscaping within the Project right-of-way and adjacent properties acquired

by County pursuant to the Project. Special effort shall be made in the areas of on project site roadway beautification and buffer zones.

8. County shall construct the Project substantially as shown on **Exhibit "A"**. County shall furnish all labor, materials, tools and equipment for the construction of the Project. Without limiting the foregoing, County shall perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on the City's property; ensure that there is no adverse change in the existing drainage condition, suitable drainage, both temporary and permanent, exists; ensure that the job site is reasonably cleaned following construction, including but not limited to removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the City's reasonable satisfaction. County shall ensure that all work contemplated in this Agreement is performed in a good and workmanlike manner and in full compliance with all applicable laws, ordinances and regulations.

9. County shall supervise and inspect the operations of all of its contractors and subcontractors to assure compliance with the plans and specifications. If the City determines that proper supervision and inspection are not being performed by County or its agents or contractors, or that County or its agents or contractors are prosecuting the Project work in a manner that is hazardous to the City's property, facilities, or the safe and expeditious movement of public traffic, the City will notify County in writing and County will correct the situation as soon as practicable. This notice procedure does not limit any other rights the City may have at law or in equity.

10. In the event that (a) County materially breaches this Agreement; (b) County or its agents or contractors perform the Project work in a manner materially different from the plans and specifications approved by the City; or (c) the insurance described in Section 13 below is canceled during the course of the Project, the City will notify County in writing and County will correct such situation as soon as practicable. This notice procedure does not limit any other rights the City may have at law or in equity.

11. Environmental.

11.1 Compliance with Environmental Laws. County shall strictly comply with all federal, state and local environmental Laws in the construction of the Project, including but not limited to the Resource Conservation and Recovery Act, as amended ("RCRA"), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and the Toxic Substances Control Act (collectively referred to as the "Environmental Laws"). County shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the City's parcels covered by this Agreement. County shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

11.2 Notice of Release. County shall give notice to the City of any release of hazardous substances on or from the City's parcels covered by this Agreement, or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to County's use of such parcels. County shall use its best efforts to promptly respond to any release on or from any of such parcels. County also shall give the City immediate notice of all measures undertaken on behalf of County to investigate, remediate, respond to or otherwise cure such release or violation.

11.3 Remediation of Release. County shall take timely measures to investigate, remediate, respond to or otherwise cure any release or violation affecting the City's parcels covered by this Agreement. If, during the construction or subsequent maintenance of the Project, soils or other materials considered to be environmentally contaminated are exposed, County shall remove and safely dispose of such contaminated soils. Determination of soil contamination and applicable disposal thereof will be made only by a governmental agency having the capacity and authority to make such a determination. All investigation, remediation, response, cure, removal and disposal pursuant to this Section 11.3 shall be solely County's responsibility and at its expense (as between it and the City).

12. TO THE FULLEST EXTENT PERMITTED BY LAW, COUNTY HEREBY RELEASES THE CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (HEREINAFTER IN THIS PARAGRAPH ONLY, "THE CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION THAT IT MAY HAVE DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART): (I) THE USE, OCCUPANCY OR PRESENCE OF COUNTY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS, IN, ON, OR ABOUT THE CITY'S PARCELS COVERED BY THIS AGREEMENT, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE COUNTY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, OF ANY OBLIGATION UNDER THIS AGREEMENT, A LICENSE GRANTED TO COUNTY PURSUANT TO THIS AGREEMENT, (III) ANY RIGHTS OR INTERESTS GRANTED TO COUNTY PURSUANT TO A LICENSE GRANTED PURSUANT TO THIS AGREEMENT; OR (IV) AN ACT OR OMISSION OF COUNTY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE RELEASE BY COUNTY IN THIS SECTION WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS OR EXPENSES WERE OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF THE CITY.

13. County shall include the following minimum provisions in each contract with its contractor(s) performing work on the Project:

A. INSURANCE

Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following minimum insurance coverage:

A. Commercial General Liability insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$1,000,000. Coverage must include but not be limited to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury
- ◆ Fire
- ◆ Products and completed operations
- ◆ Contractual indemnity

No endorsements limiting coverage as respects obligations under this Agreement shall be included on the policy.

B. Business Automobile Insurance. This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the State of Texas.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against the City and Harris County for all claims and suits against the City or the County. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against the City or Harris County for all claims and suits. The certificate of insurance

must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against the City and Harris County for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies, through policy endorsement, must include wording that states that the policy is primary and non-contributing with respect to any insurance carried by the City or Harris County. The certificate of insurance must reflect that the above wording is included in the policies.

All policy(ies) required above (excluding Workers Compensation) must include a severability of interest endorsement and the City and Harris County must be named as an additional insured with respect to work performed on the Project. Severability of interest and the naming of the City and Harris County as additional insureds must be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of the City and Harris County. If granted by the City and County, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing work on the Project, contractor must furnish to the City and Harris County an acceptable certificate(s) of insurance, including an original signature of the authorized representative, evidencing the required coverage, endorsements, and amendments. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify the City and Harris County in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Contractor shall send the certificate(s) to the City at the following address:

City of Houston
P.O. Box 1562
Houston, Texas 77251
Attention: Director, Public Works & Engineering Dept.

Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

Any insurance policy must be written by an insurance company authorized to do business in the State of Texas and having a current Best's Guide Rating of A or better.

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming the City and Harris County as additional insured, and require that the subcontractor release, defend and indemnify the City to the same extent and under

the same terms and conditions as contractor is required to release, defend and indemnify County herein.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor, including but not limited to liability under the indemnity provisions herein. Damages recoverable by the City will not be limited by the amount of the required insurance coverage.

For purposes of this section, "the City means "the City of Houston, its elected officials, officers, employees, agents, successors and assigns."

B. INDEMNITY

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF HOUSTON AND HARRIS COUNTY, THEIR ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (HEREINAFTER IN THIS PARAGRAPH, "THE CITY" AND "THE COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART): (I) THE USE, OCCUPANCY OR PRESENCE OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES OR AGENTS, IN, ON, OR ABOUT THE CITY'S REAL PROPERTY IN CONNECTION WITH THE PROJECT PARCELS COVERED BY THIS AGREEMENT, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OR AGENTS, OF ANY OBLIGATION UNDER THIS AGREEMENT, OR (III) AN ACT OR OMISSION OF CONTRACTOR OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR SUBCONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY CONTRACTOR IN THIS PARAGRAPH WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS OR EXPENSES WERE OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE CITY OR THE COUNTY, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF THE CITY OR THE COUNTY.

14 Following completion of the Project, County shall provide the City with one set of record drawings and all supporting calculations.

15. Following completion of the Project, County will own and maintain, at its sole cost and expense, the Hardy Toll Road roadway, toll plazas and equipment, highway approaches, lighting, drainage and all appurtenances thereto within the Right-of-Way Easement areas.

ARTICLE IV – OBLIGATIONS OF BOTH PARTIES

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
2. In the event construction of the Project does not commence within five (5) years of the date of the final signature hereto, this Agreement shall be null and void.
3. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement resulting from any acts, omissions or events happening prior to the date of termination or expiration.
4. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.
5. This Agreement (including exhibits and other documents incorporated herein) is the full and complete agreement between County and the City with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.
6. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

County

Harris County
Public Infrastructure Department
1001 Preston Street, 7th Floor
Houston, Texas 77002
Attention: Executive Director

City

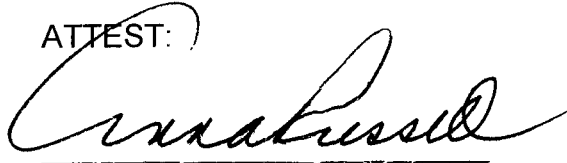
The City of Houston
P.O. Box 1562
Houston, Texas 77251
Attention: Director, Public Works & Engineering Dept.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

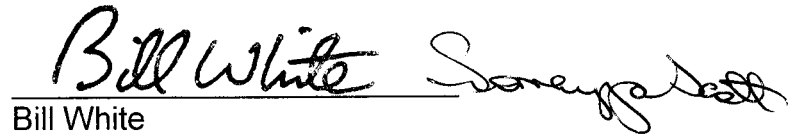
CITY

CITY OF HOUSTON

ATTEST:



Anna Russell
City Secretary



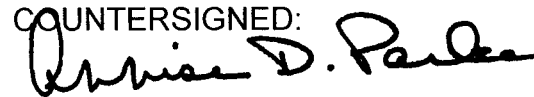
Bill White
Mayor of the City of Houston

APPROVED AND
RECOMMENDED:



Michael S. Marcotte, P.E., DEE
Director
Public Works and Engineering Dept.

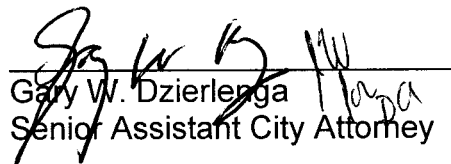
COUNTERSIGNED:



Annise D. Parker 
City Controller

Date: 12-21-07

APPROVED AS TO FORM:



Gary W. Dzierlenga
Senior Assistant City Attorney


L.D. File Number 042-0500080-002
Hardy Toll Road Extension

County

APPROVED AS TO FORM:

HARRIS COUNTY

MIKE STAFFORD
County Attorney

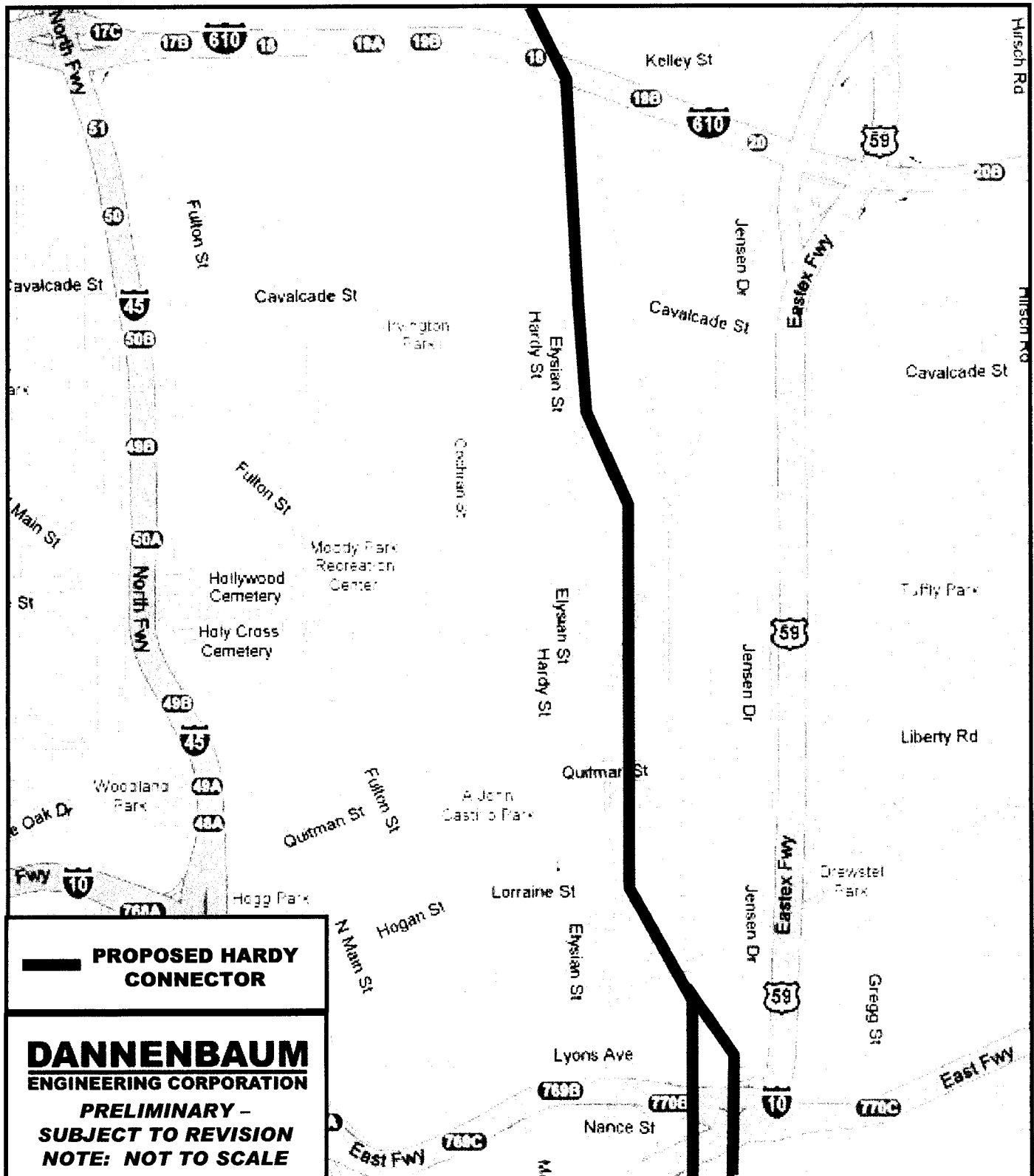
By 
DON C. WHITLEY
Assistant County Attorney

By 
ED EMMETT
County Judge

EXHIBIT "A"

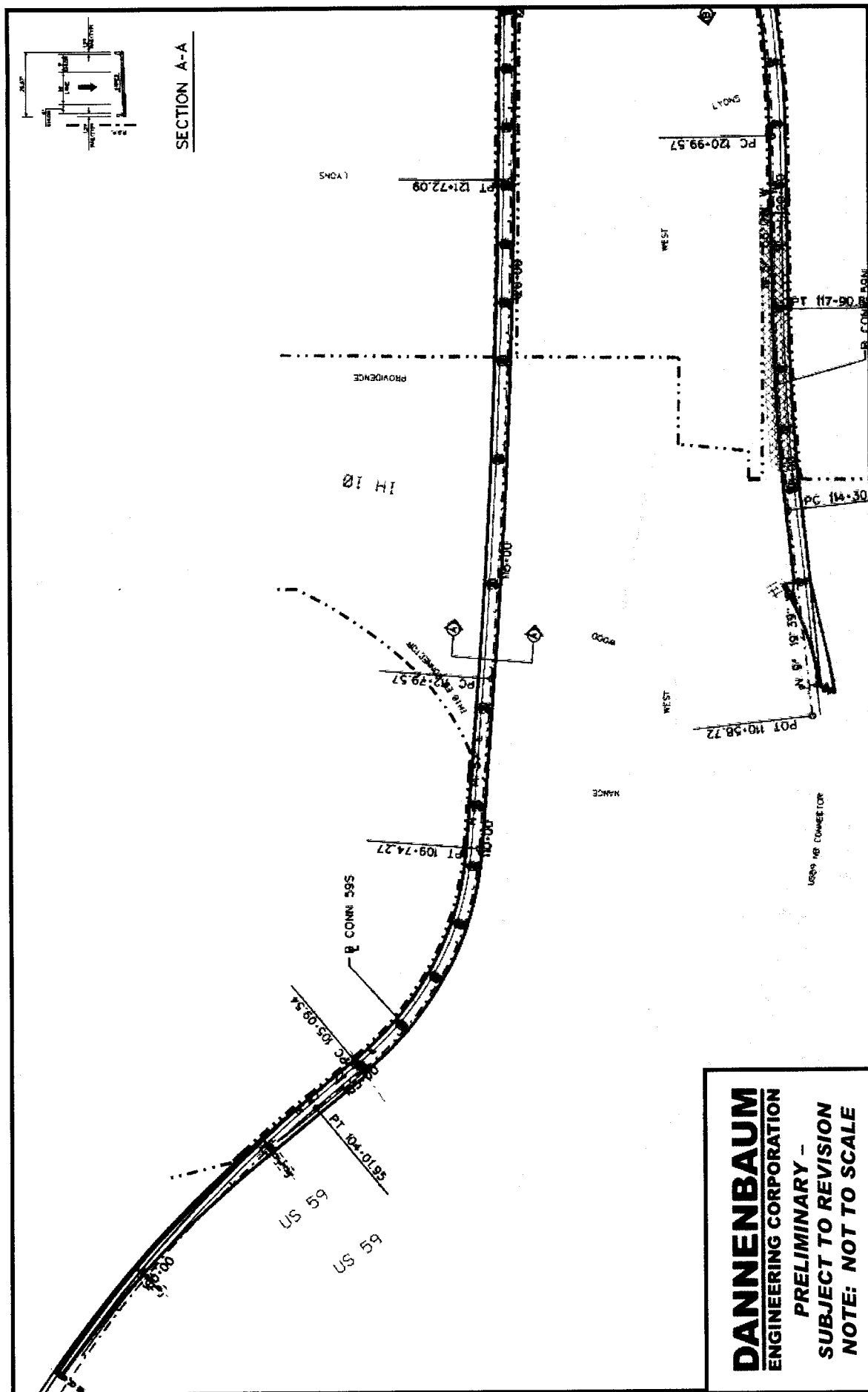
THE PROJECT

THE HARDY CONNECTOR - OVERVIEW



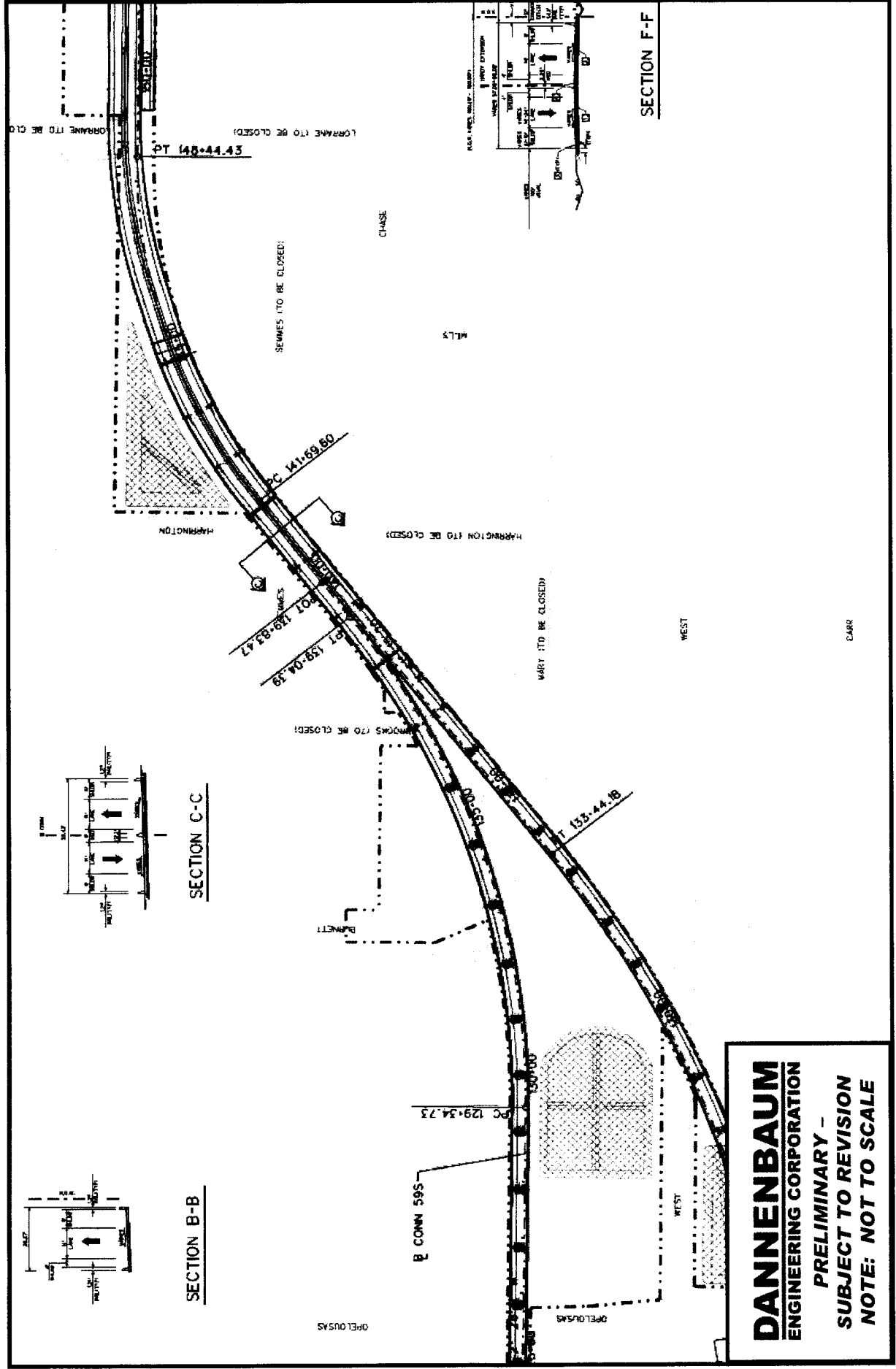
THE HARDY CONNECTOR – SCHEMATIC VIEW

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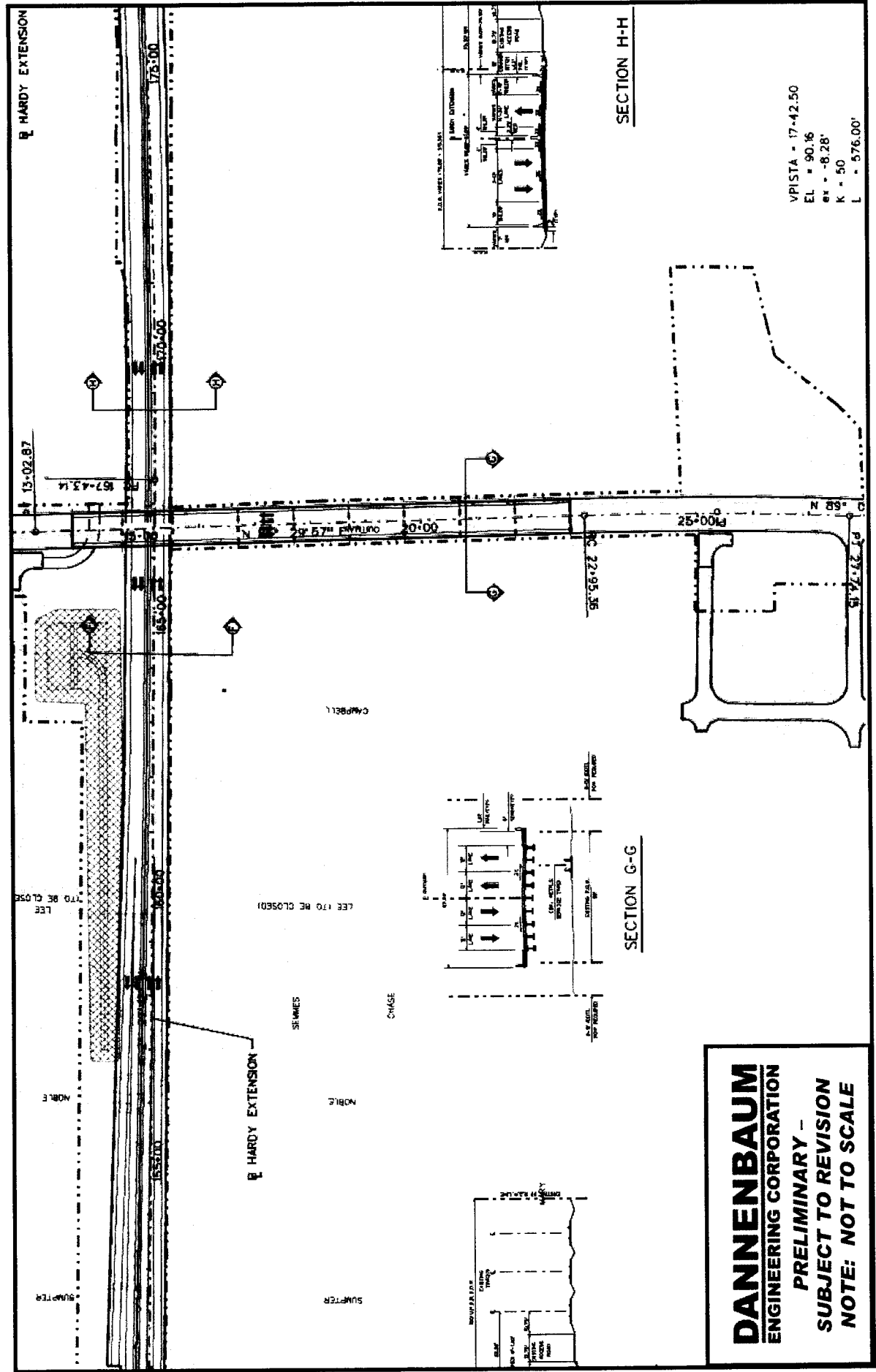
THE HARDY CONNECTOR – SCHEMATIC VIEW

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THE HARDY CONNECTOR - SCHEMATIC VIEW

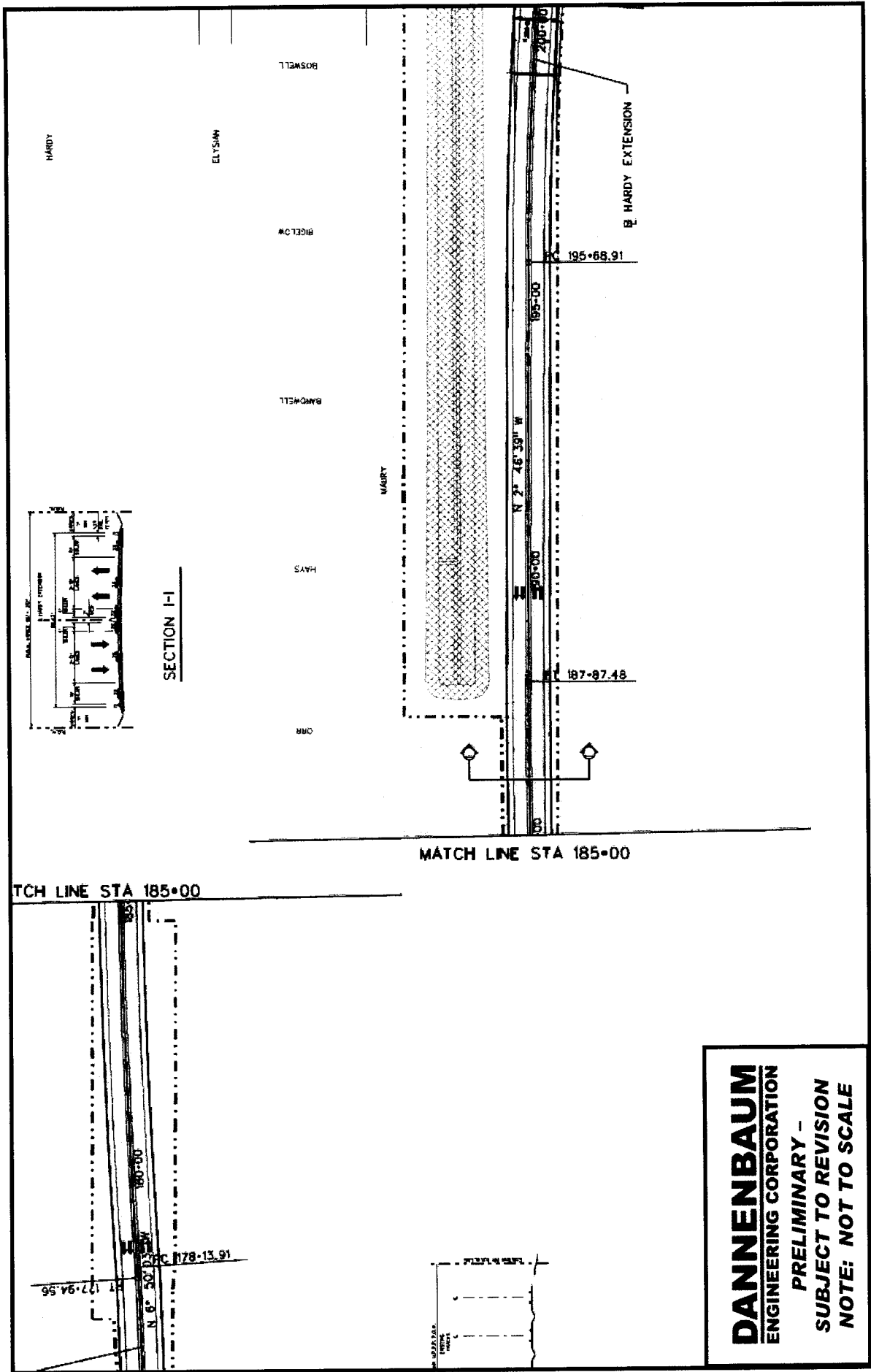
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DANNENBAUM
ENGINEERING CORPORATION
PRELIMINARY -
SUBJECT TO REVISION
NOTE: NOT TO SCALE

THE HARDY CONNECTOR – SCHEMATIC VIEW

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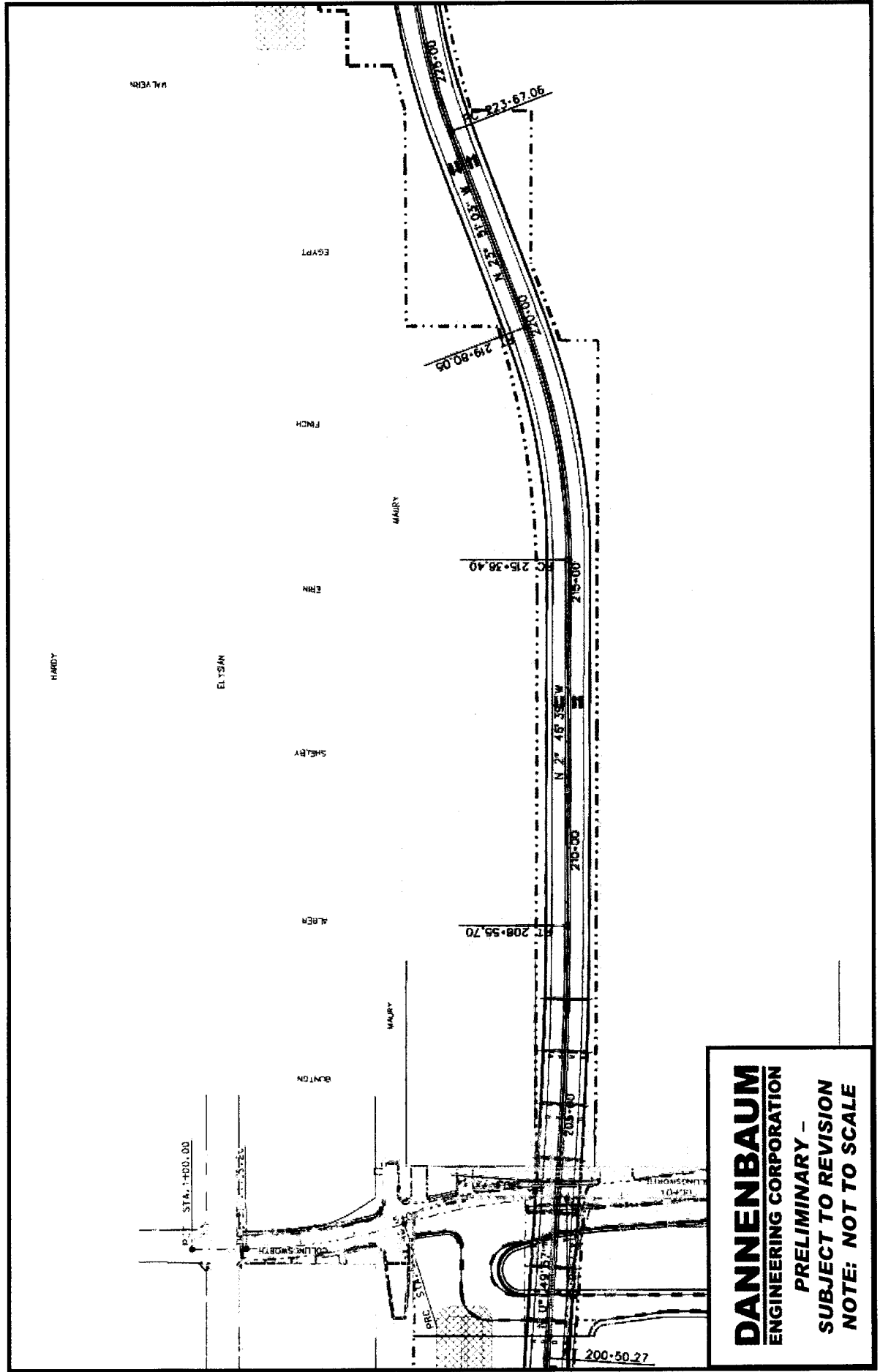


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THE HARDY CONNECTOR – SCHEMATIC VIEW

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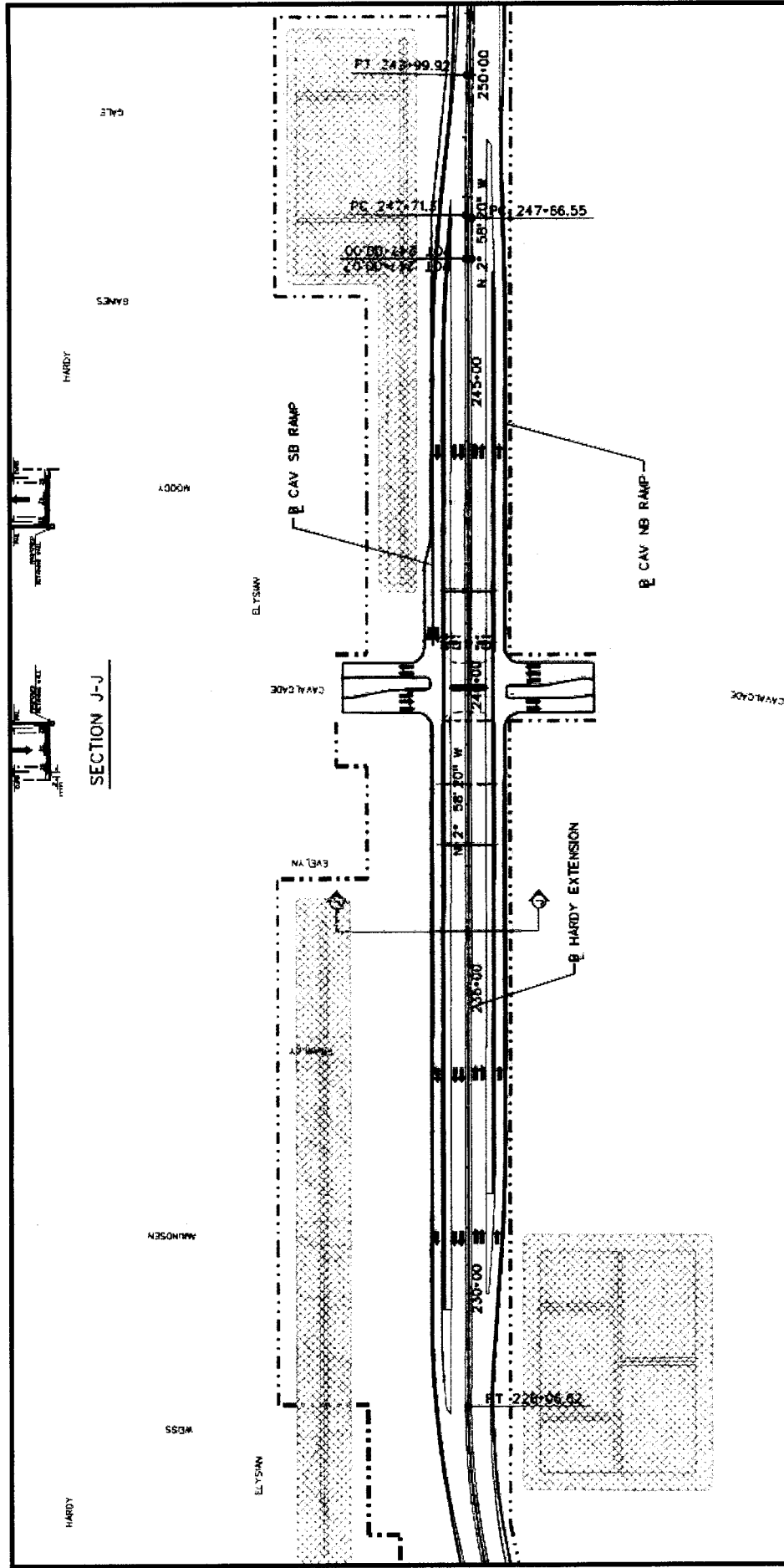


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THE HARDY CONNECTOR - SCHEMATIC VIEW

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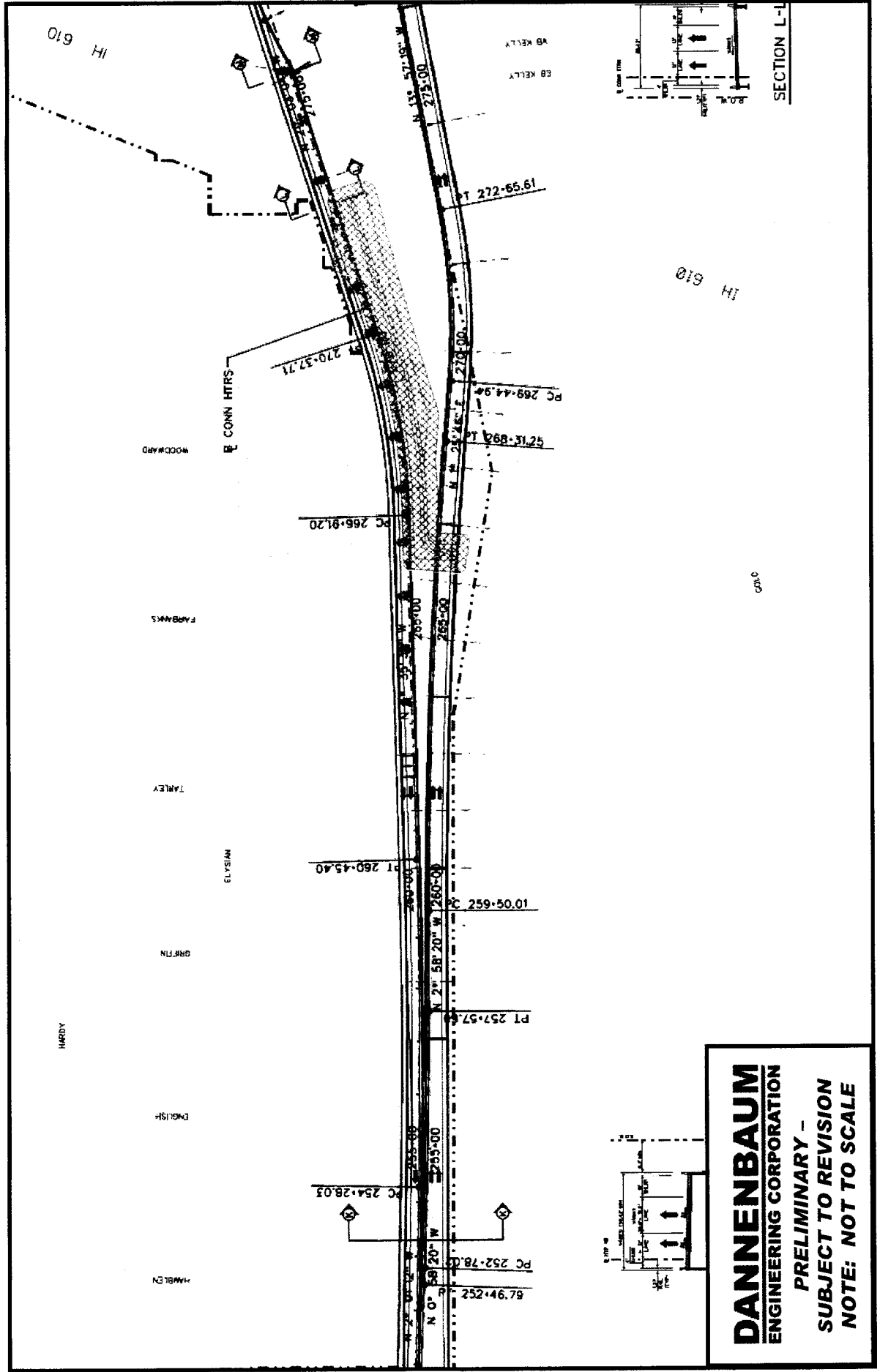


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NOTE: NOT TO SCALE

THE HARDY CONNECTOR – SCHEMATIC VIEW

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DANNENBAUM
ENGINEERING CORPORATION
PRELIMINARY –
SUBJECT TO REVISION
NOTE: NOT TO SCALE

RIGHT-OF-WAY LICENSE

This Right-of-Way License (this "License") is granted, delivered and accepted pursuant to that certain Toll Road Agreement (the "Agreement"), effective January 8, 2008 (Contract No. C707125, Ordinance No 07-1340), by and between the **CITY OF HOUSTON**, a municipal corporation situated in Harris, Fort Bend and Montgomery Counties, Texas ("Grantor"), and **HARRIS COUNTY**, a political subdivision of the State of Texas ("Grantee"). All initial capitalized terms not defined herein are used as defined in the Agreement.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

GRANTOR:

CITY OF HOUSTON, a municipal corporation situated in Harris, Fort Bend and Montgomery Counties, Texas

GRANTOR'S MAILING ADDRESS:

P. O. Box 1562
Houston, TX 77251

GRANTEE:

HARRIS COUNTY, a political subdivision of the State of Texas

GRANTEE'S MAILING ADDRESS:

Harris County
Public Infrastructure Department
1001 Preston Street, 7th Floor
Houston, Texas 77002

Attention: Director

CONSIDERATION:

Ten and No/100's Dollars (\$10.00) and Other Good and Valuable Consideration

PROPERTY:

Thirty-five (35) tracts or parcels of land situated in Harris County, Texas, and being described on **Exhibit "A"** attached hereto and incorporated herein (collectively, the "Property").

WHEREAS, Grantor and Grantee have entered into the Agreement for purposes of Grantee's extension of Hardy Toll Road south from its current terminus at IH-610 to connect with US-59 and the northern approach to the Elysian Viaduct;

NOW, THEREFORE, Grantor hereby grants and conveys to Grantee an irrevocable and perpetual license to use, for toll road and related purposes, the public right-of-way over, under and across the Property.

Grantee shall have such access across, along, under and upon the Property, and may enter upon such Property to engage in such activities, as may be necessary, requisite, convenient or appropriate in connection with the purposes for which this license is granted. Grantee's rights in and to the Property shall include but not be limited to the right to do all things necessary to construct, maintain, repair, alter, improve, and operate a toll road.

All terms and conditions of the Agreement are incorporated herein as though fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has executed these presents this 28th
day of January, 2008.

CITY OF HOUSTON

a municipal corporation situated in
Harris, Fort Bend and Montgomery
Counties, Texas

By: Bill White Jan 28 2008
BILL WHITE, MAYOR

ATTEST:

Anna Russell
ANNA RUSSELL, CITY SECRETARY

Approved as to Form:

Gary W. Dzierlenga
Gary W. Dzierlenga
Senior Assistant City Attorney

L.D. File Number 042-0500080-002
Hardy Toll Road Extension

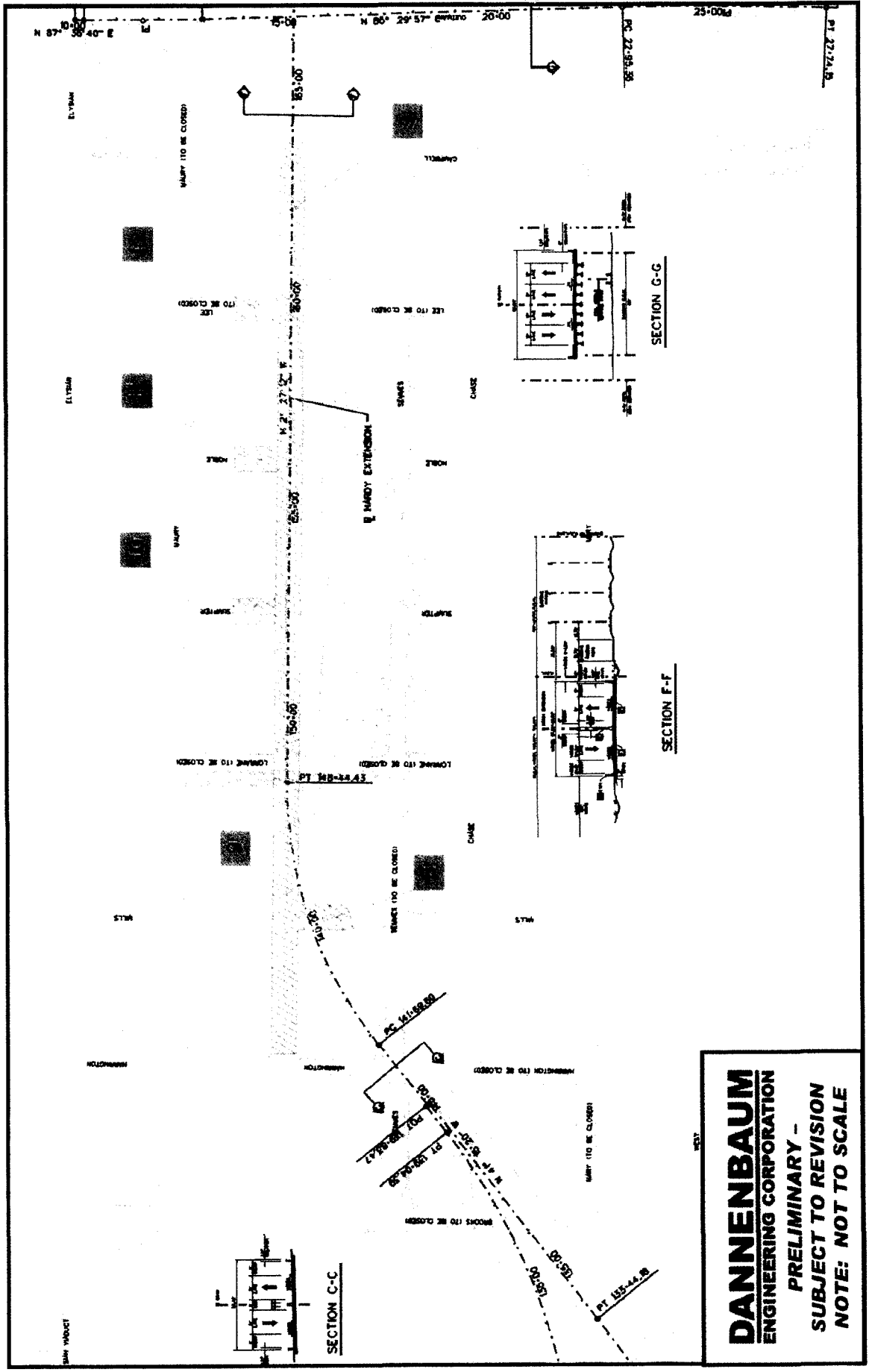
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SUBJECT TO REVISION
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ENGINEERING CORPORATION

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NOTE: NOT TO SCALE**

THE HARDY CONNECTOR - STREETS TO BE LICENSED

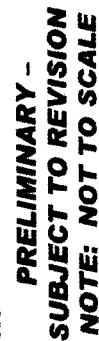
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ENGINEERING CORPORATION

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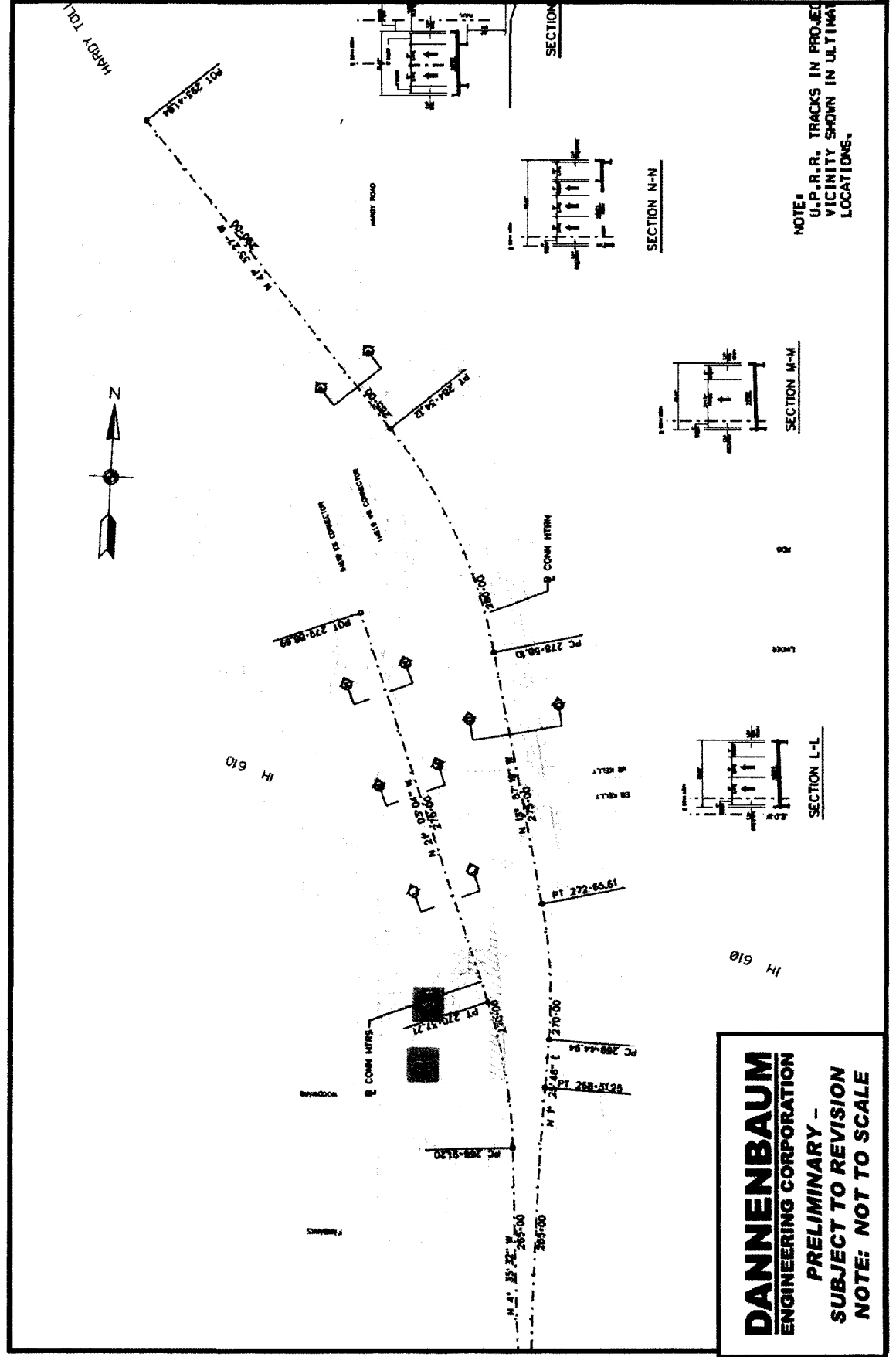
PAGE 3 OF 6



DANNENBAUM
ENGINEERING CORPORATION
PRELIMINARY -
SUBJECT TO REVISION
NOTE: NOT TO SCALE

THE HARDY CONNECTOR - STREETS TO BE LICENSED

PAGE 6 OF 6



DANNENBAUM
 ENGINEERING CORPORATION
 PRELIMINARY -
 SUBJECT TO REVISION
 NOTE: NOT TO SCALE

**HARDY CONNECTOR
STREET CLOSURES BY LICENSE AGREEMENT**

- 1. Sterrett Street** - from 58.21' east of the east R.O.W line of Maffitt Street to 136' east of the east R.O.W. line of Semmes St.
- 2. Semmes Street** - from the north R.O.W. line of Sterrett St. to the south R.O.W. line of Nance St.
- 3. Mary Street** - from the north R.O.W. line of Providence St. to the south R.O.W. line of Lyons St.
- 4. Mary Street** - from the north R.O.W. line of Lyons St. to 680' north of the north R.O.W. line of Lyons St.
- 5. Conti Street** - from 170' east of the east R.O.W. line of West St. to 210' east of the east R.O.W. line of West St.
- 6. Opelousas Street** - from 109' east of the east R.O.W. line of West St. to 220' east of the east R.O.W line of West St.
- 7. Leona Street** - from the east R.O.W. line of West St. to 85' east of the east R.O.W. line of West Street.
- 8. Mills Street** – from the east R.O.W. line of Maffitt Street to 130' east of the east R.O.W. line of Maffitt St. (at the existing UPRR R.O.W.)
- 9. Maffitt Street** - from the north R.O.W. line of Harrington St. to 40' north of the north R.O.W. line of Campbell St.
- 10. Sumpter Street** - from the west R.O.W. line of Maffitt St. to the east R.O.W. line of Maury St.
- 11. Noble Street** - from the west R.O.W. line of Maffitt St. to the east R.O.W line of Maury St.
- 12. Lee Street** - from the west R.O.W. line of Maffitt St. to the east R.O.W. line of Maury St.
- 13. Maffitt Street** - from the north R.O.W. line of Luzon St. to 45' south of the south R.O.W. line of Hays St.
- 14. Orr Street** – from the east R.O.W. line of Maury St. to 50' east of the east R.O.W. line of Maffitt St.

15. Unnamed Street - between Bardwell St. and Bigelow St., from the east R.O.W. line of Maffitt St to 50' east of the east R.O.W. line of Maffitt St.

16. Unnamed Street - between Bigelow St. and Boswell St., from the east R.O.W. line of Maffitt St to 50' east of the east R.O.W. line of Maffitt St.

17. Unnamed Street - between Boswell St. and Collingsworth St, from the east R.O.W. line of Maffitt St to 50' east of the east R.O.W. line of Maffitt St.

18. Bunton Street - from 250' east of the east R.O.W. line of Maury St. to 350' east of the east R.O.W. line of Maury St.

19. Alber Street - from 250' east of the east R.O.W. line of Maury St. to 350' east of the east R.O.W. line of Maury St.

20. Shelby Street - from 250' east of the east R.O.W. line of Maury St. to 350' east of the east R.O.W. line of Maury St.

21. Erin Street - from 250' east of the east R.O.W. line of Maury St. to 350' east of the east R.O.W. line of Maury St.

22. Finch Street – from 250' east of the east R.O.W. line of Maury Street to 350' east of the east R.O.W. line of Maury St.

23. Maffitt Street - from 130' north of the north R.O.W. line of Finch St. to the south R.O.W. line of Malvern St.

24. Egypt Street - from the west R.O.W. line of Maffitt St. to the east R.O.W. line of Maury St.

25. Maury Street - from the north R.O.W. line of Malvern St. to the south R.O.W. line of Cavalcade St.

26. Weiss Street - from the west R.O.W. line of Maury St. to the east R.O.W. line of Elysian St.

27. Amundsen Street - from the west R.O.W. line of Maury St. to the east R.O.W. line of Elysian St.

28. Frawley Street - from the west R.O.W. line of Maury St. to the east R.O.W. line of Elysian St.

29. Evelyn Street - from the west R.O.W. line of Maury St. to 100' west of the west R.O.W. line of Maury St.

30. Moody Street - from the west R.O.W. line of Maury St. to 100' west of the west R.O.W. line of Maury St.

31. Gaines Street - from the west R.O.W. line of Maury St. to the east R.O.W. line of Elysian St.

32. Gale Street - from the west R.O.W. line of Maury St. to the east R.O.W. line of Elysian St.

33. Maury Street - from the north R.O.W. line of Cavalcade St. to 100' north of the north R.O.W. line of Gale St.

34. Maury Street - from the north R.O.W. line of Woodard St. to 100' north of the north R.O.W. line of Euel St.

35. Euel Street - from the west R.O.W. line of Maury St. to 50' west of the west R.O.W. line of Maury St.

EXHIBIT "B"

RIGHT-OF-WAY LICENSE

This License is granted, delivered and accepted pursuant to that certain Toll Road Agreement (the "Agreement"), effective _____, 2007, by and between the **CITY OF HOUSTON**, a municipal corporation situated in Harris, Fort Bend and Montgomery Counties, Texas ("Grantor"), and **HARRIS COUNTY**, a political subdivision of the State of Texas ("Grantee"). All initial capitalized terms not defined herein are used as defined in the Agreement.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

GRANTOR:

CITY OF HOUSTON, a municipal corporation situated in Harris, Fort Bend and Montgomery Counties, Texas

GRANTOR'S MAILING ADDRESS:

P. O. Box 1562
Houston, TX 77251

GRANTEE:

HARRIS COUNTY, a political subdivision of the State of Texas

GRANTEE'S MAILING ADDRESS:

Harris County
Public Infrastructure Department
1001 Preston Street, 7th Floor
Houston, Texas 77002

Attention: Director

CONSIDERATION:

Ten and No/100's Dollars (\$10.00) and Other Good and Valuable Consideration

PROPERTY:

a tract of land situated in the _____ Survey, A-____, Harris County, Texas, and being that tract of land designated as _____ Streets and dedicated by map or plat recorded at Vol. _____, Page _____, Harris County Map Records.

WHEREAS, Grantor and Grantee have entered into the Agreement for purposes of Grantee's extension of Hardy Toll Road south from its current terminus at IH-610 to connect with US-59;

NOW, THEREFORE, Grantor hereby grants and conveys to Grantee an irrevocable and perpetual license to use, for toll road and related purposes, the public right-of-way over, under and across the Property.

Grantee shall have such access across, along, under and upon the Property, and may enter upon such Property to engage in such activities, as may be necessary, requisite, convenient or appropriate in connection with the purposes for which the License is granted. Grantee's rights in and to the Property shall include but not be limited to the right to do all things necessary to construct, maintain, repair, alter, improve, and operate a toll road.

All terms and conditions of the Agreement are incorporated herein as though fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has executed these presents this ____ day of _____, 2007.

CITY OF HOUSTON

a municipal corporation situated in Harris, Fort Bend and Montgomery Counties, Texas

By:

BILL WHITE, MAYOR

ATTEST:

ANNA RUSSELL, CITY SECRETARY

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2007 by **BILL WHITE, MAYOR** of the **CITY OF HOUSTON, TEXAS**, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

(Notary Seal)

Approved as to Form:

Gary W. Dzierlenga
Senior Assistant City Attorney

L.D. File Number 042-0500080-002
Hardy Toll Road Extension
Parcel No. _____

EXHIBIT "C"

STREETS TO BE LICENSED

DANNENBAUM
ENGINEERING CORPORATION

PRELIMINARY -
SUBJECT TO REVISION
NOTE: NOT TO SCALE

DANNENBAUM
ENGINEERING CORPORATION

**PRELIMINARY -
SUBJECT TO REVISION
NOTE: NOT TO SCALE**

DANNENBAUM
ENGINEERING CORPORATION
PRELIMINARY -
SUBJECT TO REVISION
NOTE: NOT TO SCALE

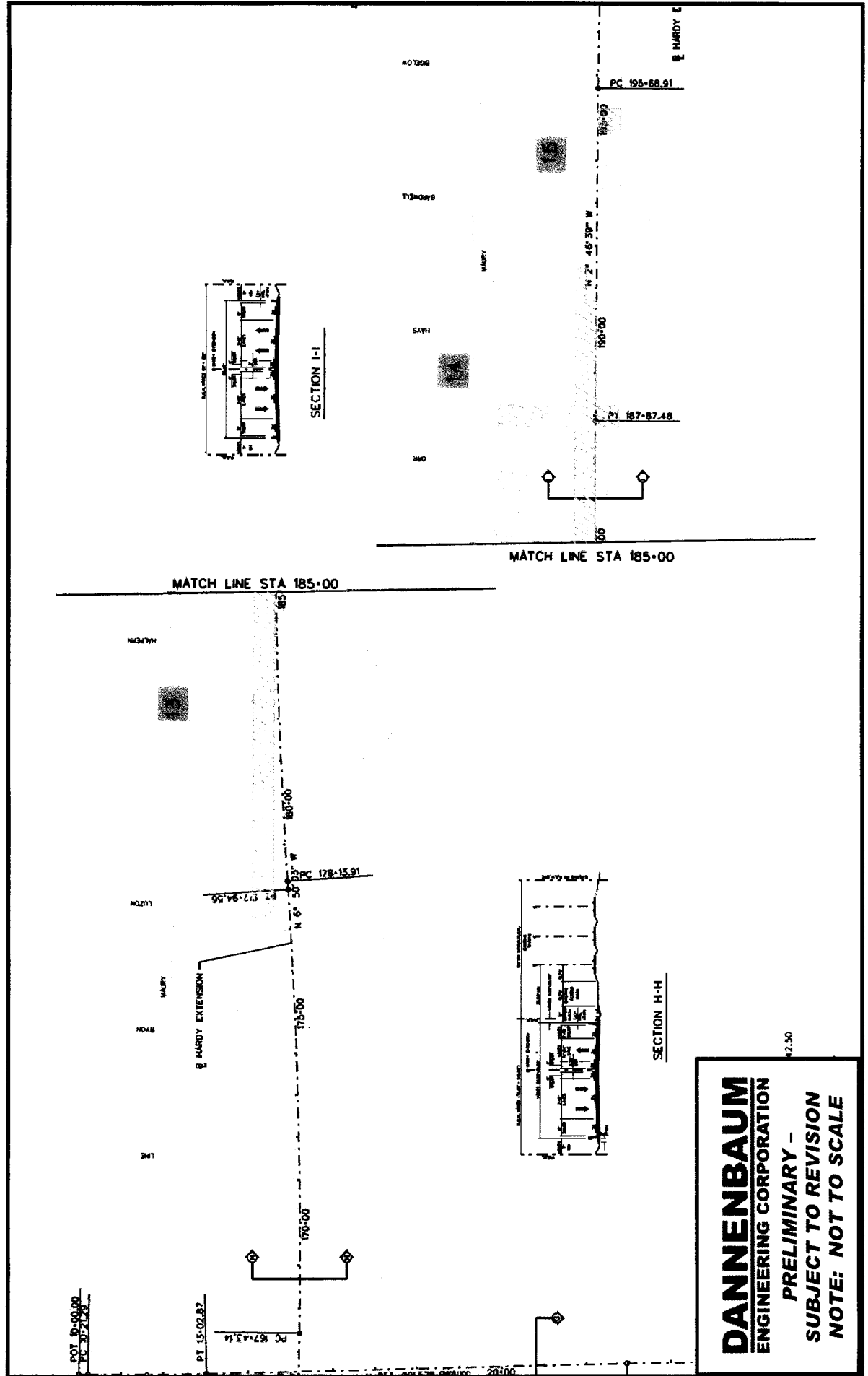
504

DANNENBAUM
ENGINEERING CORPORATION

**PRELIMINARY –
SUBJECT TO REVISION
NOTE: NOT TO SCALE**

THE HARDY CONNECTOR – STREETS TO BE LICENSED

PAGE 3 OF 6



DANNENBAUM
ENGINEERING CORPORATION

42.50

PRELIMINARY –
SUBJECT TO REVISION
NOTE: NOT TO SCALE

THE HARDY CONNECTOR – STREETS TO BE LICENSED

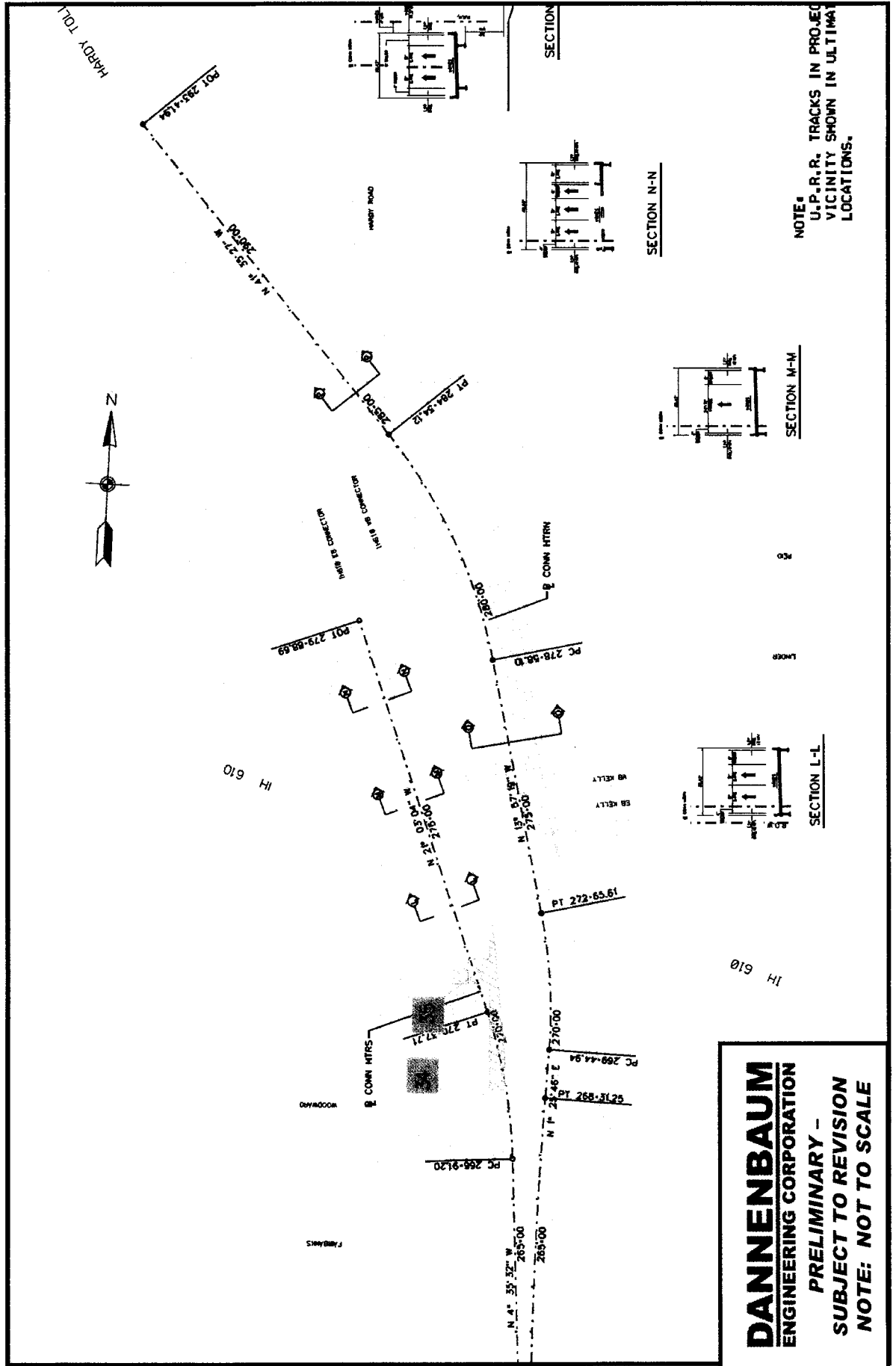
PAGE 4 OF 6

DANNENBAUM
ENGINEERING CORPORATION
PRELIMINARY –
SUBJECT TO REVISION
NOTE: NOT TO SCALE



THE HARDY CONNECTOR - STREETS TO BE LICENSED

PAGE 6 OF 6



**HARDY CONNECTOR
STREETS TO BE LICENSED**

- 1. Sterrett Street** from west of Semmes St. to east of Semmes St.
- 2. Semmes Street** from north R.O.W. of Sterrett St. to south R.O.W. of Nance St.
- 3. Mary Street** from north R.O.W. of Providence St. to south R.O.W. of Lyons St.
- 4. Mary Street** from north R.O.W. of Lyons St. to 680' north of Lyons St.
- 5. Conti Street** from 170' east of West St. to 210' east of West St.
- 6. Opelousas Street** from 170' east of West St. to 210' east of West St.
- 7. Leona Street** from 20' east of West St. to 100' east of West St.
- 8. Mills Street** from 130' east of Maffitt St. at the existing UPRR R.O.W. to east R.O.W. of Maffitt St.
- 9. Maffitt Street** from north R.O.W. of Harrington St. to 40' north of north R.O.W. of Campbell St.
- 10. Sumpter Street** from west R.O.W. of Maffitt St. to 100' west of Maffitt St.
- 11. Noble Street** from west R.O.W. of Maffitt St. to 100' west of Maffitt St.
- 12. Lee Street** from east R.O.W. of Maffitt St. to 100' west of Maffitt St.
- 13. Maffitt Street** from north R.O.W. of Luzon St. to 70' north of Hays St.
- 14. Orr Street** from 50' east of east R.O.W. of Maffitt St. to east R.O.W. of Maury St.
- 15. Unnamed Street** between Bardwell St. and Bigelow St., 50' east of east R.O.W. of Maffitt St.
- 16. Unnamed Street** between Bigelow St. and Boswell St., 50' east of east R.O.W. of Maffitt St.
- 17. Unnamed Street** between Boswell St. and Collingsworth St., 50' east of east R.O.W. of Maffitt St.
- 18. Bunton Street** from 250' east of east R.O.W. of Maury St. to 350' east of east R.O.W. of Maury St.

19. Alber Street from 250' east of east R.O.W. of Maury St. to 350' east of east R.O.W. of Maury St.

20. Shelby Street from 250' east of east R.O.W. of Maury St. to 350' east of east R.O.W. of Maury St.

21. Erin Street from 250' east of east R.O.W. of Maury St. to 350' east of east R.O.W. of Maury St.

22. Finch Street 100' north of Finch St. from 258' east of east R.O.W. of Maury St. to 350' east of east R.O.W. of Maury St.

23. Maffitt Street from 130' north of Finch St. to south R.O.W. of Malvern St.

24. Egypt Street from east R.O.W. of Maffitt St. to west R.O.W. of Maury St.

25. Maury Street from north R.O.W. of Malvern St. to south R.O.W. of Cavalcade.

26. Weiss Street from west R.O.W. of Maury St. to east R.O.W. Elysian St.

27. Amundsen Street from west R.O.W. of Maury St. to east R.O.W. of Elysian St.

28. Frawley Street from west R.O.W. of Maury St. to east R.O.W. of Elysian St.

29. Evelyn Street from west R.O.W. of Maury St. to 100' west of west R.O.W. of Maury St.

30. Moody Street from west R.O.W. of Maury St. to 100' west of west R.O.W. of Maury St.

31. Gaines Street from west R.O.W. of Maury St. to 150' east of Elysian St. for south half of Gaines St. and to east R.O.W. of Elysian St. for north half of Gaines St.

32. Gale Street from west R.O.W. of Maury St. to east R.O.W. of Elysian St.

33. Maury Street from north R.O.W. of Cavalcade to 100' north of north R.O.W. of Gale St.

34. Maury Street from north R.O.W. Woodard to 100' north of north R.O.W. of Euel St.

35. Euel Street from west R.O.W. of Maury St. to 50' west of west R.O.W. of Maury St.

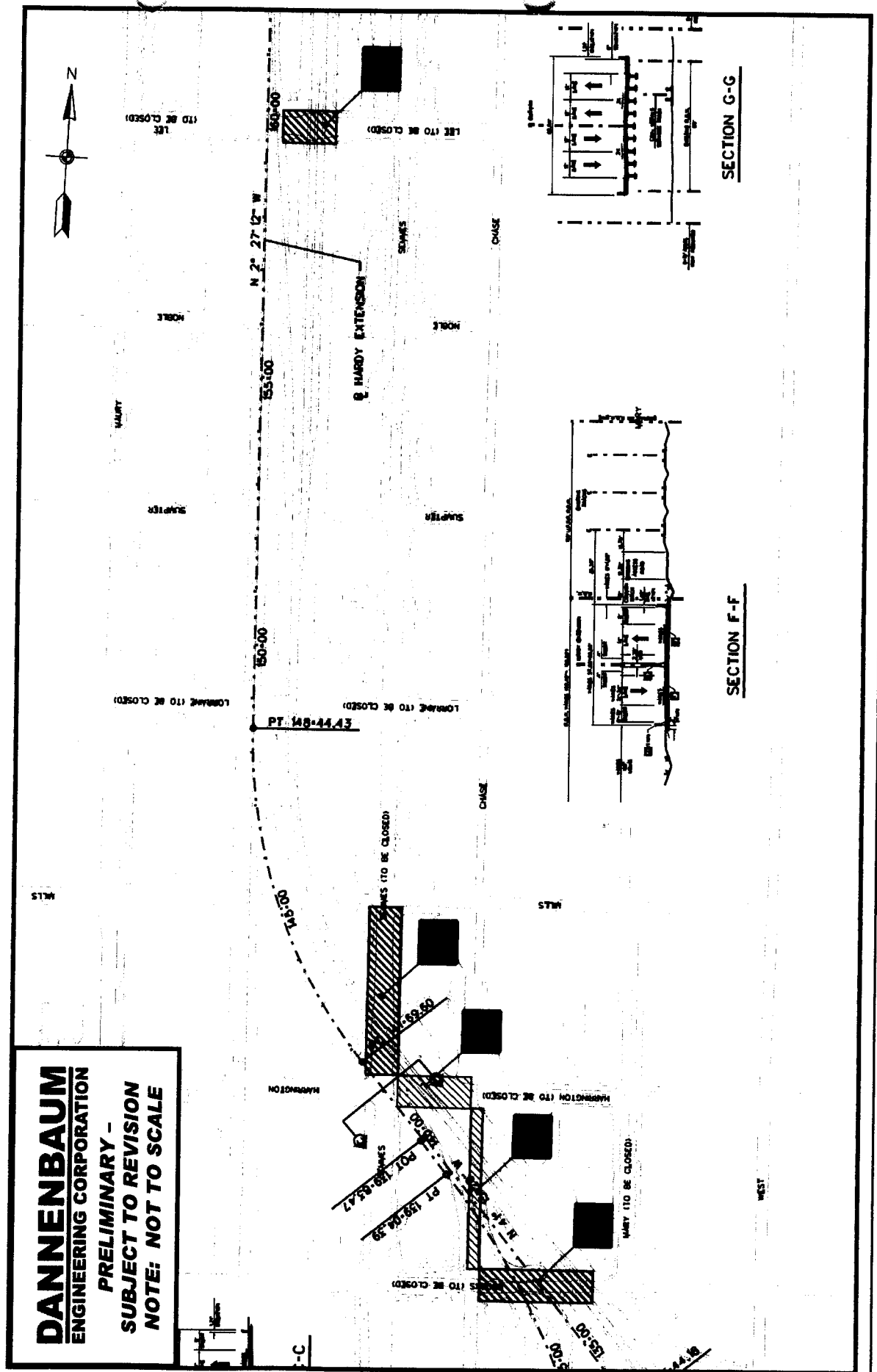
EXHIBIT "D"

STREETS TO BE ABANDONED

THE HARDY CONNECTOR – STREETS TO BE ABANDONED

DANNENBAUM
ENGINEERING CORPORATION

**PRELIMINARY -
SUBJECT TO REVISION
NOTE: NOT TO SCALE**



METES AND BOUNDS DESCRIPTION
OF A 0.2919 ACRE TRACT OF LAND
OUT OF THE S. M. HARRIS SURVEY, ABSTRACT 327
HARRIS COUNTY, TEXAS

Being a 0.2919 acre tract of land out of the S. M. Harris Survey, Abstract 327, Harris County, Texas; and being out of and a portion of called Brooks Street (60-foot right-of-way) located East of Chase Street (undefined right-of-way), West of Mary Street (60-foot right-of-way), South of Block 3 and North of Block 2 in Greggs Second Addition as recorded in Volume 28, Page 465 and Volume 176, Page 329 of the Deed Records of Harris County, Texas;

BEGINNING at a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" for the Southwest corner of said Block 3, said iron rod also being in the North right-of-way line of said Brooks Street and the East right-of-way line of said Chase Street;

THENCE North 87° 39' 25" East with the North right-of-way line of said Brooks Street and the South line of said Block 3, 211.93 feet to a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" in the North right-of-way line of said Brooks Street and in the South line of said Block 3;

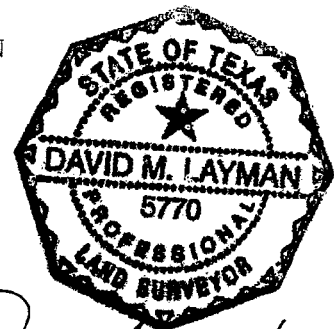
THENCE South 02° 20' 35" East, 60.00 feet to a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" in the North line of said Block 2, said point also in the South right-of-way line of said Brooks Street;

THENCE South 87° 39' 25" West with the South right-of-way line of said Brooks Street and the North line of said Block 2, 211.93 feet to a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" for the Northwest corner of said Block 2, said point also in the South right-of-way line of said Brooks Street and the East right-of-way line of said Chase Street;

THENCE North 02° 20' 35" West, 60.00 feet to the POINT OF BEGINNING; containing 0.2919 acres of land, more or less.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers

3275-33/jb
Brooks St. Closure
October 18, 2007



David M. Layman 10/18/07

S.M. HARRIS SURVEY, A-327

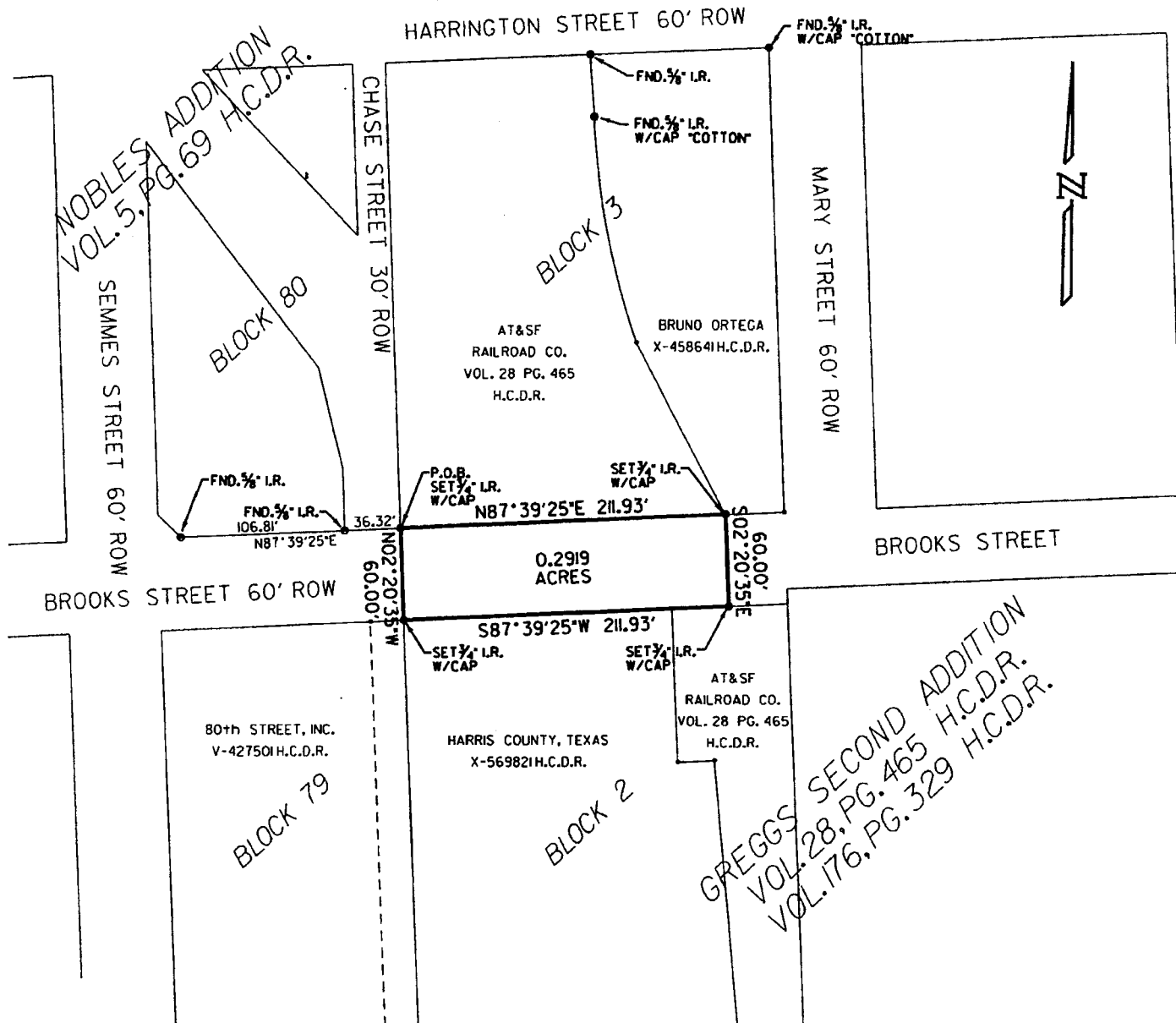


EXHIBIT
OF
BROOKS STREET CLOSURE
BEING

0.2919 ACRES

OUT OF THE
S.M. HARRIS SURVEY, A-327
HARRIS COUNTY, TEXAS

DANNENBAUM
DANNENBAUM ENGINEERING CORPORATION

SURVEYING AND MAPPING DIVISION
3100 W. ALABAMA, HOUSTON, TEXAS 77098
OFFICE (713) 520-9570 FAX (713) 527-6452
SCALE: 1"=100' DATE: OCTOBER 18, 2007

METES AND BOUNDS DESCRIPTION
OF A 0.1481 ACRE TRACT OF LAND
OUT OF THE S. M. HARRIS SURVEY, ABSTRACT 327
HARRIS COUNTY, TEXAS

Being a 0.1481 acre tract of land out of the S. M. Harris Survey, Abstract 327, Harris County, Texas; and being out of and a portion of Chase Street (undefined right-of-way) located South of Harrington Street (60-foot right-of-way), North of Brooks Street (60-foot right-of-way), East of Block 80 and West of Block 3 in Nobles Addition as recorded in Volume 5, Page 69 of the Deed Records of Harris County, Texas and also out of Gregg's Second Addition as recorded in Volume 28, Page 465 and Volume 176, Page 329 of the Deed Records of Harris County, Texas;

BEGINNING at a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" for the Southwest corner of said Block 3, said point being in the North right-of-way line of said Brooks Street and the East right-of-way line of said Chase Street;

THENCE South 87° 39' 25" West, 21.50 feet to a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" for corner in the East line of said Block 80, said iron rod also being in the North right-of-way line of said Brooks Street and in the West right-of-way line of said Chase Street;

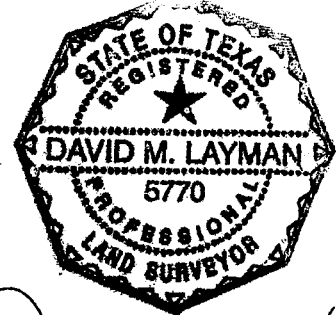
THENCE North 02° 20' 35" West with the West right-of-way line of said Chase Street and the East line of said Block 80, 300.00 feet to a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" for corner for the Northeast corner of said Block 80, said iron rod also being in the South right-of-way line of said Harrington Street and in the West right-of-way line of said Chase Street;

THENCE North 87° 39' 25" East, 21.50 feet to a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" for the Northwest corner of said Block 3, said iron rod also being in the South right-of-way line of said Harrington Street and the East right-of-way line of said Chase Street;

Page Two
0.1481 Acres

THENCE South 02° 20' 35" East with the East right-of-way line of said Chase Street and the West line of said Block 3, 300.00 feet to the POINT OF BEGINNING; containing 0.1481 acres of land, more or less.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers



3275-33/jb
Chase St. Closure
October 18, 2007

David M. Layman 10/18/07

S.M. HARRIS SURVEY, A-327

HARRINGTON STREET 60' ROW

NOBLES ADDITION
VOL. 5, PG. 69 H.C.D.R.

SEMME'S STREET 60' ROW

AT&SF
RAILROAD CO.
VOL. 28 PG. 465
H.C.D.R.

BLOCK 80

SET $\frac{3}{4}$ " I.R.
W/CAP

FND. $\frac{3}{8}$ " I.R.
106.81'

N87°39'25"E

S87°39'25"W

21.50'

BROOKS STREET 60' ROW

SET $\frac{3}{4}$ " I.R.
W/CAP

0.1481
ACRES

CHASE STREET
S02°20'35"E 300.00'

AT&SF
RAILROAD CO.
VOL. 28 PG. 465
H.C.D.R.

BLOCK 3

BRUNO ORTEGA
X-458641 H.C.D.R.

FND. $\frac{3}{8}$ " I.R.

FND. $\frac{3}{8}$ " I.R.
W/CAP "COTTON"

FND. $\frac{3}{8}$ " I.R.
W/CAP "COTTON"

MARY STREET 60' ROW

BROOKS STREET

80th STREET, INC.
V-427501 H.C.D.R.

BLOCK 79

HARRIS COUNTY, TEXAS
X-569821 H.C.D.R.

BLOCK 2

AT&SF
RAILROAD CO.
VOL. 28 PG. 465
H.C.D.R.

GREGGS SECOND ADDITION
VOL. 28, PG. 465 H.C.D.R.
VOL. 176, PG. 329 H.C.D.R.

EXHIBIT

OF

CHASE STREET CLOSURE

BEING

0.1481 ACRES

OUT OF THE

S.M. HARRIS SURVEY, A-327

HARRIS COUNTY, TEXAS

DANNENBAUM

DANNENBAUM ENGINEERING CORPORATION

SURVEYING AND MAPPING DIVISION
3100 W. ALABAMA, HOUSTON, TEXAS 77098
OFFICE (713) 520-9570 FAX (713) 527-6452
SCALE: 1"=100' DATE: OCTOBER 18, 2007

METES AND BOUNDS DESCRIPTION
OF A 0.1873 ACRE TRACT OF LAND
OUT OF THE S. M. HARRIS SURVEY, ABSTRACT 327
HARRIS COUNTY, TEXAS

Being a 0.1873 acre tract of land out of the S. M. Harris Survey, Abstract 327, Harris County, Texas; and being out of and a portion of Harrington Street (60-foot right-of-way) located East of Semmes Street (60-foot right-of-way), West of Chase Street (undefined right-of-way), South of Block 93 and North of Block 80 in the Nobles Addition as recorded in Volume 5, Page 69 of the Deed Records of Harris County, Texas;

BEGINNING at a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" for the Southeast corner of said Block 93, said iron rod being in the North right-of-way line of said Harrington Street and the West right-of-way line of said Chase Street;

THENCE South 02° 20' 35" East, 60.00 feet to a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" for corner in the North line of said Block 80, said iron rod also being in the South right-of-way line of said Harrington Street and in the West right-of-way line of said Chase Street;

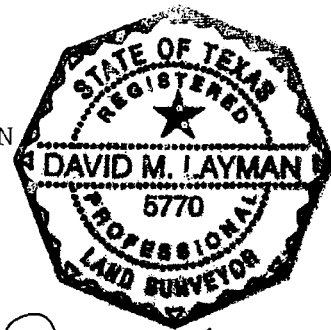
THENCE South 87° 39' 25" West with the South right-of-way line of said Harrington Street and the North line of said Block 80, 136.00 feet to a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" for corner in the East right-of-way line of said Semmes Street and being the Northwest corner of said Block 80;

THENCE North 02° 20' 35" West with the East line of said Semmes Street, 60.00 feet to a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" for the Southwest corner of said Block 93, said iron rod also in the North right-of-way line of said Harrington Street and the East right-of-way line of said Semmes Street;

Page Two
0.1873 Acres

THENCE North 87° 39' 25" East with the North right-of-way line of said Harrington Street and the South line of said Block 93, 136.00 feet to the POINT OF BEGINNING; containing 0.1873 acres of land, more or less.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers



3275-33/jb
Harrington St. Closure
October 18, 2007

David M. Layman 10/18/07

S.M. HARRIS SURVEY, A-327

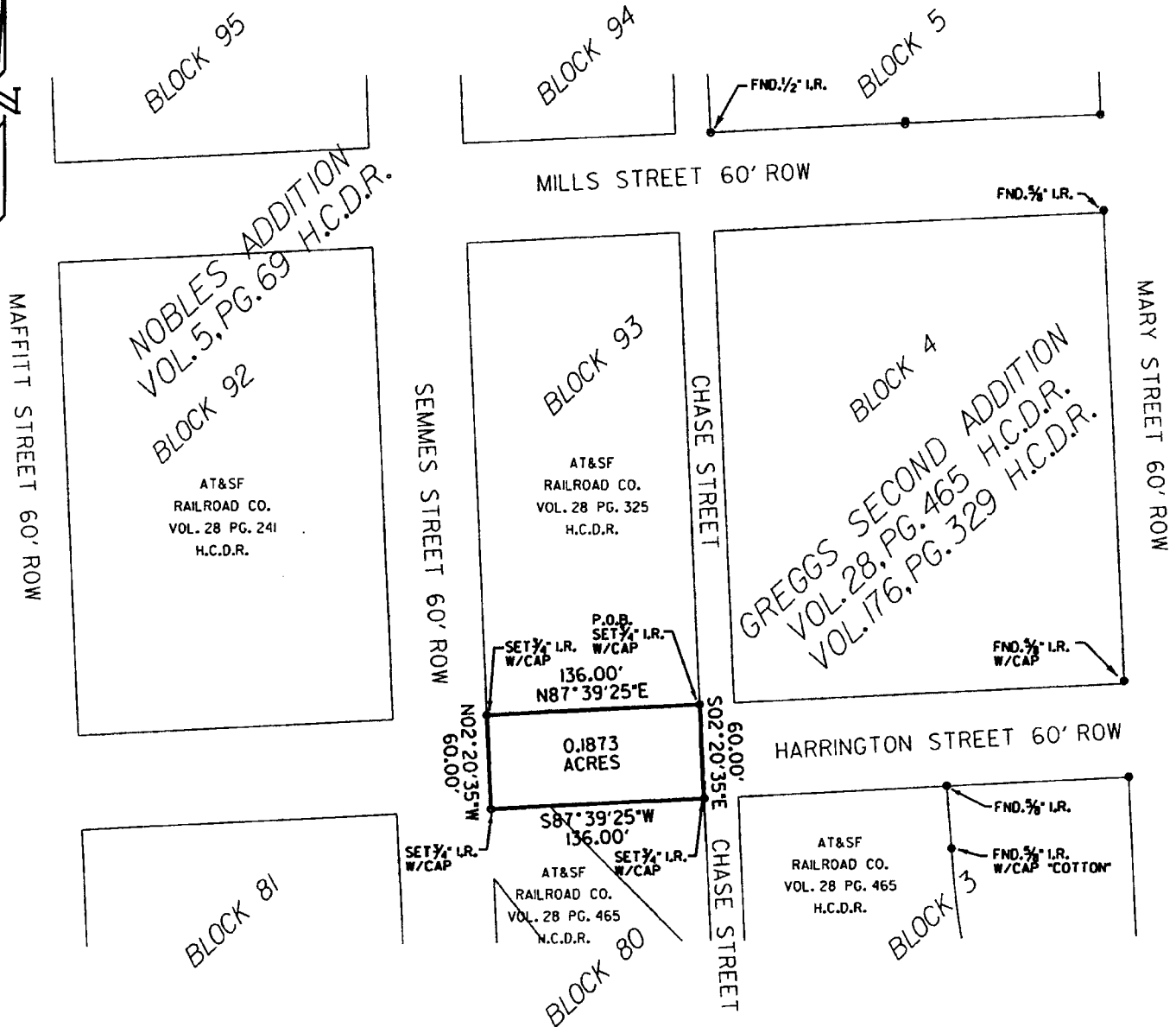


EXHIBIT
OF
HARRINGTON STREET CLOSURE
BEING

0.1873 ACRES

OUT OF THE
S.M. HARRIS SURVEY, A-327
HARRIS COUNTY, TEXAS

DANNENBAUM
DANNENBAUM ENGINEERING CORPORATION

SURVEYING AND MAPPING DIVISION
3100 W. ALABAMA, HOUSTON, TEXAS 77098
OFFICE (713) 520-9570 FAX (713) 527-6452
SCALE: 1"=100' DATE: OCTOBER 18, 2007

METES AND BOUNDS DESCRIPTION
OF A 0.4132 ACRE TRACT OF LAND
OUT OF THE S. M. HARRIS SURVEY, ABSTRACT 327
HARRIS COUNTY, TEXAS

Being a 0.4132 acre tract of land out of the S. M. Harris Survey, Abstract 327, Harris County, Texas; and being out of and a portion of Semmes Street (60-foot right-of-way) located South of Mills Street (60-foot right-of-way), North of Harrington Street (60-foot right-of-way), East of Block 92 and West of Block 93 in Greggs Second Addition as recorded in Volume 28, Page 465 and Volume 176, Page 329 of the Deed Records of Harris County, Texas;

BEGINNING at a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" for the Northwest corner of said Block 93, said iron rod also being in the South right-of-way line of said Mills Street and the East right-of-way line of said Semmes Street;

THENCE South 02° 20' 35" East with the East right-of-way line of said Semmes Street and the West line of said Block 93, 300.00 feet to a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" in the North right-of-way line of said Harrington Street and being the Southwest corner of said Block 93;

THENCE South 87° 39' 25" West, 60.00 feet to a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" for the Southeast corner of said Block 92, said iron rod also being in the North right-of-way line of said Harrington Street and the West right-of-way line of said Semmes Street;

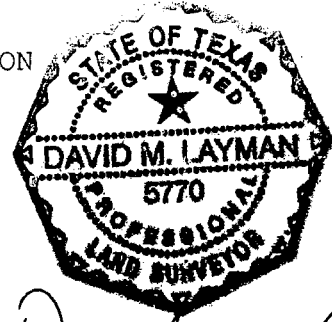
THENCE North 02° 20' 35" West with the West right-of-way line of said Semmes Street and the East line of said Block 92, 300.00 feet to a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" for the Northeast corner of said Block 92, said iron rod also being in the South right-of-way line of said Mills Street and the West right-of-way line of said Semmes Street;

Page Two
0.4132

THENCE North 87° 39' 25" East, 60.00 feet to the POINT OF BEGINNING; containing 0.4132 acres of land, more or less.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers

3275-33/jb
Semmes St. Closure
October 18, 2007



David M. Layman 10/18/07

S.M. HARRIS SURVEY, A-327



MAFFITT STREET 60' ROW

BLOCK 95
NOBLES ADDITION
VOL. 5, PG. 69 H.C.D.R.

SEMME STREET

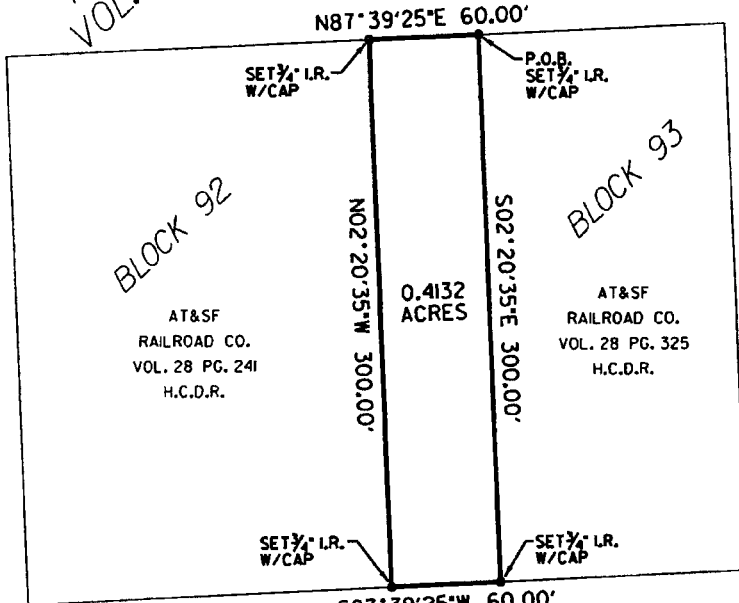
BLOCK 94

MILLS STREET 60' ROW

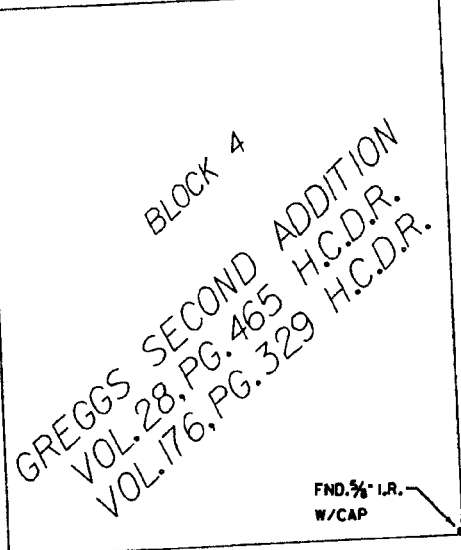
BLOCK 5

FND. $\frac{1}{2}$ " L.R.
FND. $\frac{1}{2}$ " L.R.
FND. $\frac{3}{4}$ " L.R.
W/ALUM. CAP

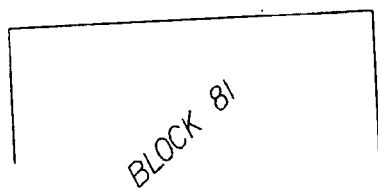
FND. $\frac{5}{8}$ " L.R.



CHASE STREET

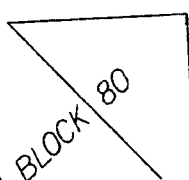


MARY STREET 60' ROW

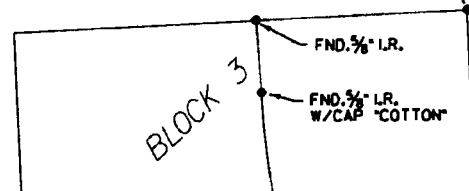


BLOCK 81

SEMME STREET 60' ROW



BLOCK 80



BLOCK 3

EXHIBIT

OF

SEMME STREET CLOSURE

BEING

0.4132 ACRES

OUT OF THE

S.M. HARRIS SURVEY, A-327

HARRIS COUNTY, TEXAS

DANNENBAUM

DANNENBAUM ENGINEERING CORPORATION

SURVEYING AND MAPPING DIVISION
3100 W. ALABAMA, HOUSTON, TEXAS 77098
OFFICE (713) 520-9570 FAX (713) 527-6452
SCALE: 1"=100' DATE: OCTOBER 18, 2007

METES AND BOUNDS DESCRIPTION
OF A 0.1377 ACRE TRACT OF LAND
OUT OF THE S. M. HARRIS SURVEY, ABSTRACT 327
HARRIS COUNTY, TEXAS

Being a 0.1377 acre tract of land out of the S. M. Harris Survey, Abstract 327, Harris County, Texas; and being out of and a portion of Lee Street (60-foot right-of-way) located East of Maffitt Street (60-foot right-of-way), West of Semmes Street (60-foot right-of-way), South of Block 107 and North of Block 104 in Nobles Addition as recorded in Volume 5, Page 69 of the Deed Records of Harris County, Texas;

COMMENCING at a 1/2-inch iron rod found for the Southeast corner of said Block 107, said iron rod being in the North right-of-way line of said Lee Street and the West right-of-way line of said Semmes Street;

THENCE South $87^{\circ} 31' 24''$ East, 100.00 feet to a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" for the POINT OF BEGINNING; said iron rod also being in the South line of said Block 107 and in the North right-of-way line of said Lee Street;

THENCE South $02^{\circ} 28' 36''$ East, 60.00 feet to a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" on the North line of said Block 104, said iron rod also being in the South right-of-way line of said Lee Street;

THENCE South $87^{\circ} 31' 24''$ West with the South right-of-way line of said Lee Street and the North line of said Block 104, 100.00 feet to a set 3/4-inch iron rod stamped "Dannenbaum Engineering" in the East right-of-way line of said Maffitt Street, being the Northwest corner of said Block 104;

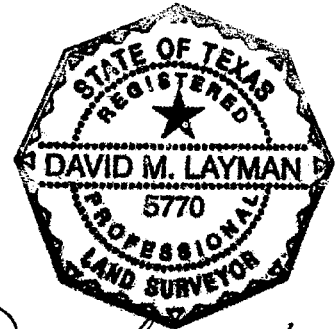
THENCE North $02^{\circ} 28' 36''$ West, 60.00 feet to a set 3/4-inch iron rod with cap stamped "Dannenbaum Engineering" for the Southwest corner of said Block 107, said iron rod also in the North right-of-way line of said Lee Street and the East right-of-way line of said Maffitt Street;

Page Two
0.1377 Acres

THENCE North 87° 31' 24" East with the North right-of-way line of said Lee Street and the South line of said Block 107, 100.00 feet to the POINT OF BEGINNING; containing 0.1377 acres of land, more or less.

DANNENBAUM ENGINEERING CORPORATION
Consulting Engineers

3275-33/jb
Lee St. Closure
October 18, 2007



David M. Layman 10/18/07

SURVEYING AND MAPPING DIVISION
3100 W. ALABAMA, HOUSTON, TEXAS 77098
OFFICE (713) 520-9570 FAX (713) 527-6452
SCALE: 1"=100' DATE: OCTOBER 18, 2007

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of JAN 08 2008, 200__, with the following members present, to-wit:

Ed Emmett
El Franco Lee
Sylvia R. Garcia
Steve Radack
Jerry Eversole

County Judge
Commissioner, Precinct No. 1
Commissioner, Precinct No. 2
Commissioner, Precinct No. 3
Commissioner, Precinct No. 4

and the following members absent, to-wit: none,
constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF TOLL ROAD AGREEMENT BY AND
BETWEEN
HARRIS COUNTY AND THE CITY OF HOUSTON REGARDING EXTENSION OF THE
HARDY TOLL ROAD

Commissioner Garcia introduced an order and made
a motion that the same be adopted. Commissioner Eversole
seconded the motion for adoption of the order. The motion, carrying with it the adoption
of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Presented to Commissioner's Court

JAN 08 2008

APPROVE _____
Recorded Vol _____ Page _____

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the County Judge is hereby authorized to execute for and on behalf of Harris County, a Toll Road Agreement by and between Harris County and the City of Houston regarding extension of the Hardy Toll Road, said Agreement being incorporated herein by reference for all purposes as though fully set forth word for word.

IT IS FUTHER ORDERED that during any year while there is any obligation of the County under the Agreement, the Harris County Commissioners Court shall compute and ascertain the amount of ad valorem tax, based on the latest approved tax rolls of the County, with full allowances being made for delinquencies and costs of tax collection, which will be sufficient to raise and produce the money required to fulfill the obligations and liabilities of the County under said Agreement during any such year, in no instance to be less than two (2%) per cent of such obligations, together with all interest thereon. Said rate and amount of ad valorem tax is levied against all taxable property in Harris County for each year while any obligation or liability of the County exists under said Agreement, and said ad valorem tax shall be assessed and collected each such year until all of the obligations under said agreement have been discharged and all liability thereunder discharged. In determining the amount of taxes to be levied and amount of other funds to be allocated to the payment of Harris County's obligations under the Agreement, the Commissioners Court of Harris County may take into account any other sources of funding that are lawfully available or are to be lawfully available for payment of its obligations under the Agreement.