



COLLIN COUNTY, TEXAS

ADDENDUM No. One (1)

RFQ NO. 2013-276

REQUEST FOR QUALIFICATIONS

FOR

**PROFESSIONAL SERVICES, ENGINEERING:
PARK BLVD. FROM FM 2514 TO CENTENNIAL DR.**

DATE: July 15, 2013

NOTICE TO ALL PROSPECTIVE BIDDERS:

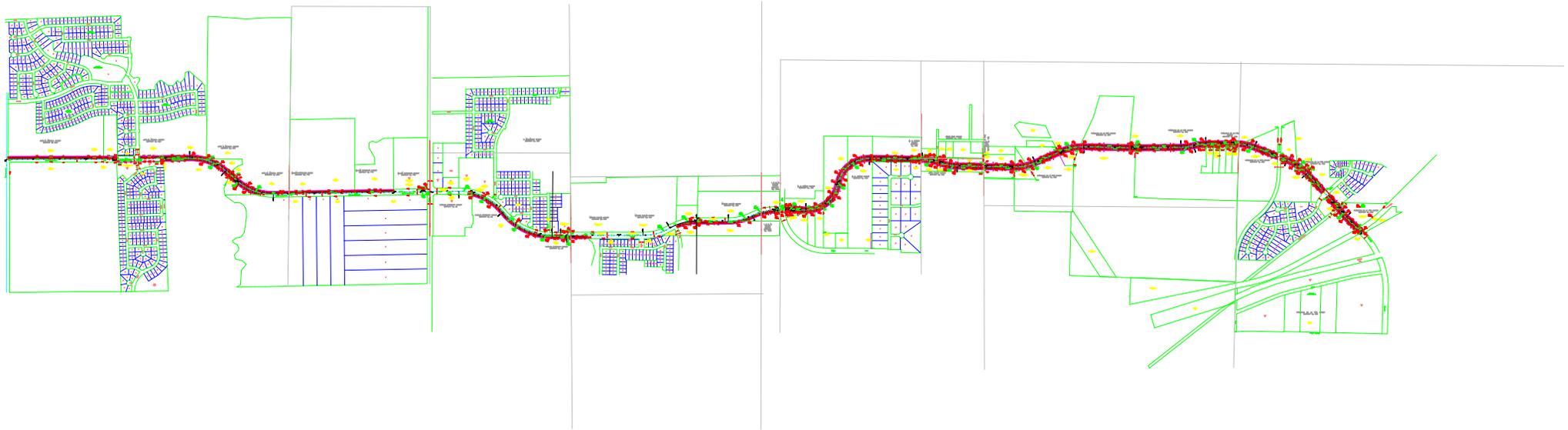
YOU ARE HEREBY DIRECTED TO MAKE CHANGES TO THE INVITATION FOR BIDS IN ACCORDANCE WITH THE ATTACHED INFORMATION.

ADD: Park Blvd. ROW File Showing Alignment
PARK ROW-SC100.pdf

ADD: Kansas City Southern Railway Co. and City of Wyle Easement Agreement
KCS Agreement – 1999.pdf

PLEASE NOTE ALL OTHER TERMS, CONDITIONS, SPECIFICATIONS DRAWINGS, ETC. REMAIN UNCHANGED.

SINCERELY,
MICHALYN RAINS, CPPO, CPPB
PURCHASING AGENT



JOHN W. MITCHELL SURVEY
ABSTRACT No. 589

OWNER:
CAMPBELL/WYLIE PARTNERS
VOLUME 4343, PAGE 1370
R.P.R.C.C.T.

PARCEL 1

107,787 SQ. FT.
2.4745 ACRES

McMILLEN ROAD (COLLIN COUNTY ROAD #298)

EXISTING R.O.W.

OWNER:
CMH PARKS, INC.
VOLUME 4213, PAGE 2873
R.P.R.C.C.T.

10+00
BEGIN
PROJECT

N 60°04'51" E

P.O.B. P.1

N 87°53'20" E

PROPOSED R.O.W.

1797.07'

N 89°53'26" E

1797.01'

25+00

50.00'

MATCH SHEET 3

McCREARY ROAD (COUNTY ROAD 245)

EXISTING R.O.W.

N 89°53'26" E

2018.72'



1" = 100'

COLLIN COUNTY PUBLIC WORKS DEPARTMENT
PARK BOULEVARD RIGHT-OF-WAY PROJECT

FEBRUARY 2004

SHEET 2 OF 20

JOHN W. MITCHELL SURVEY ABSTRACT No. 589

OWNER:
CAMPBELL/WYLIE PARTNERS
VOLUME 4343, PAGE 1370
R.P.R.C.C.T.

OWNER:
ROBERT V. THURMOND, JR.
VOLUME 5179, PAGE 1282
R.P.R.C.C.T.

OWNER:
CAMPBELL/WYLIE PARTNERS
VOLUME 4343, PAGE 1370
R.P.R.C.C.T.

OWNER:
CMH PARKS, INC.
VOLUME 4213, PAGE 2873
R.P.R.C.C.T.

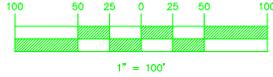
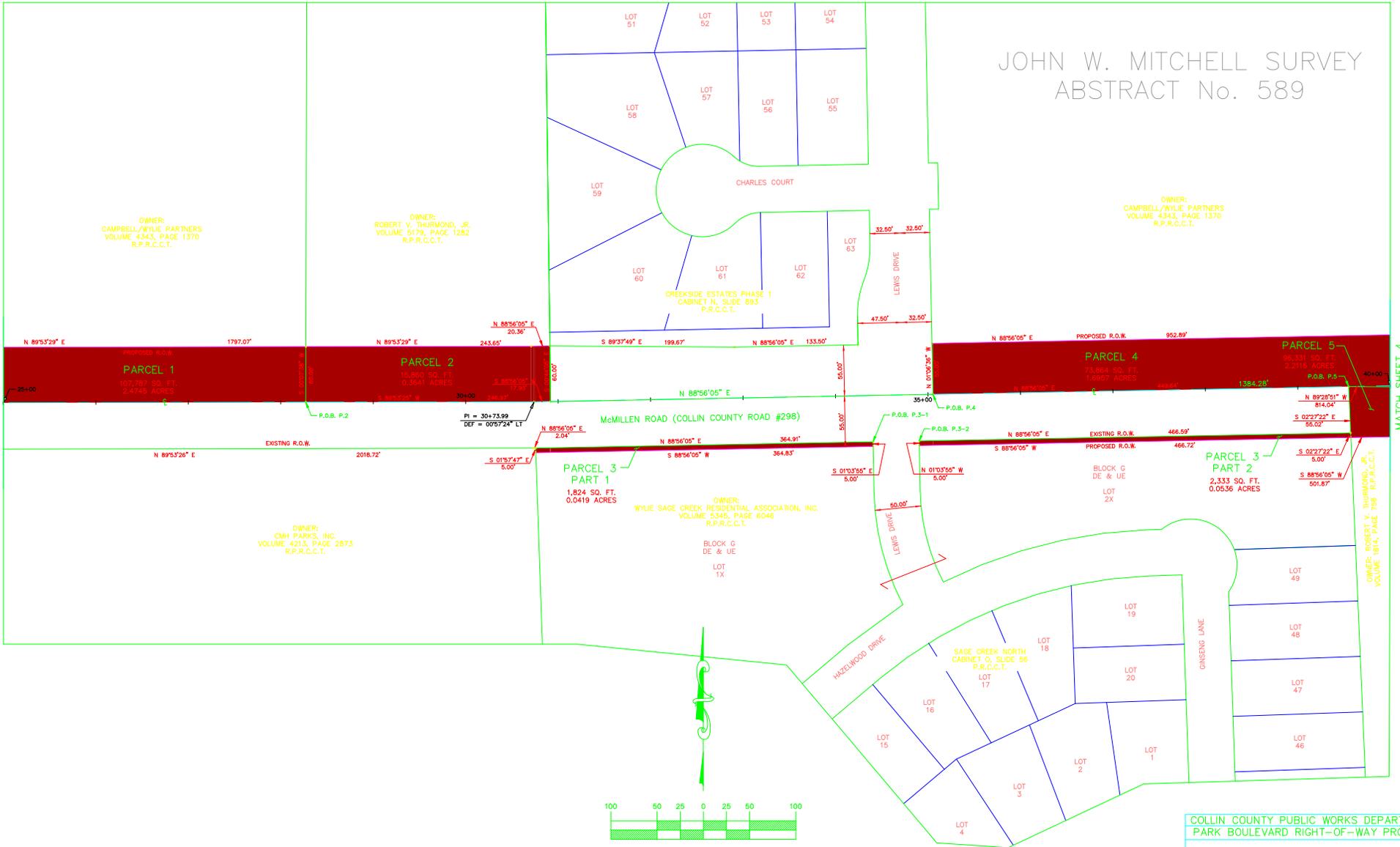
CREEKSIDE ESTATES PHASE 1
CABINET N, SLIDE 893
P.R.P.C.C.T.

OWNER:
WYLIE SAGE CREEK RESIDENTIAL ASSOCIATION, INC.
VOLUME 6345, PAGE 6046
R.P.R.C.C.T.

SAGE CREEK NORTH
CABINET O, SLIDE 56
P.R.P.C.C.T.

MATCH SHEET 2

MATCH SHEET 4



JOHN W. MITCHELL SURVEY ABSTRACT No. 589

OWNER:
CAMPBELL/WYLE PARTNERS
VOLUME 4243, PAGE 1370
R.P.R.C.C.T.

OWNER:
J. B. PRINCE
VOLUME 3223, PAGE 956
R.P.R.C.C.T.

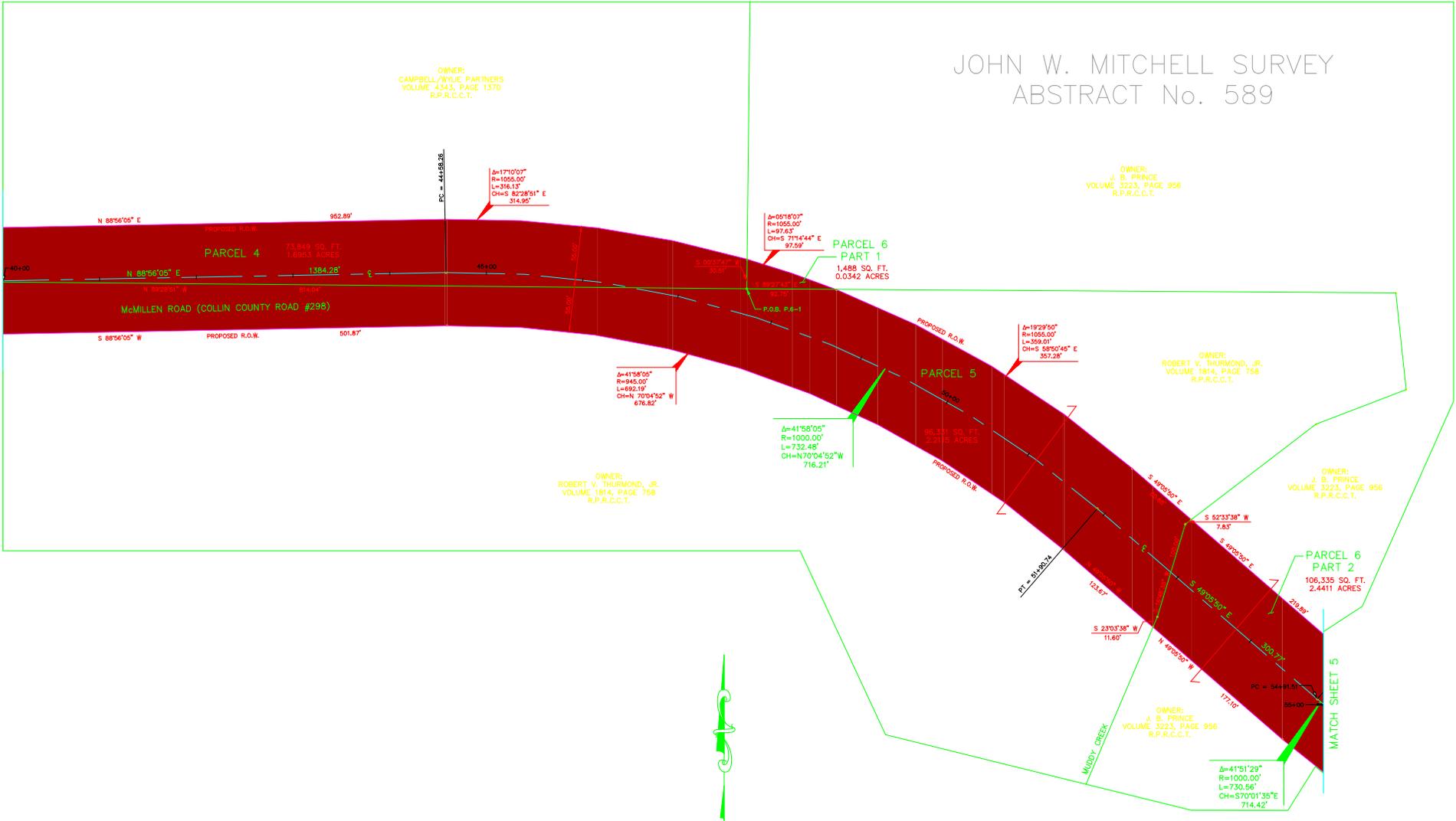
OWNER:
ROBERT V. THURMOND, JR.
VOLUME 1814, PAGE 758
R.P.R.C.C.T.

OWNER:
J. B. PRINCE
VOLUME 3223, PAGE 956
R.P.R.C.C.T.

OWNER:
J. B. PRINCE
VOLUME 3223, PAGE 956
R.P.R.C.C.T.

MATCH SHEET 3

MATCH SHEET 5



JOHN W. MITCHELL SURVEY
ABSTRACT No. 589

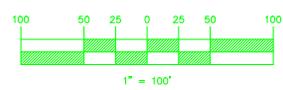
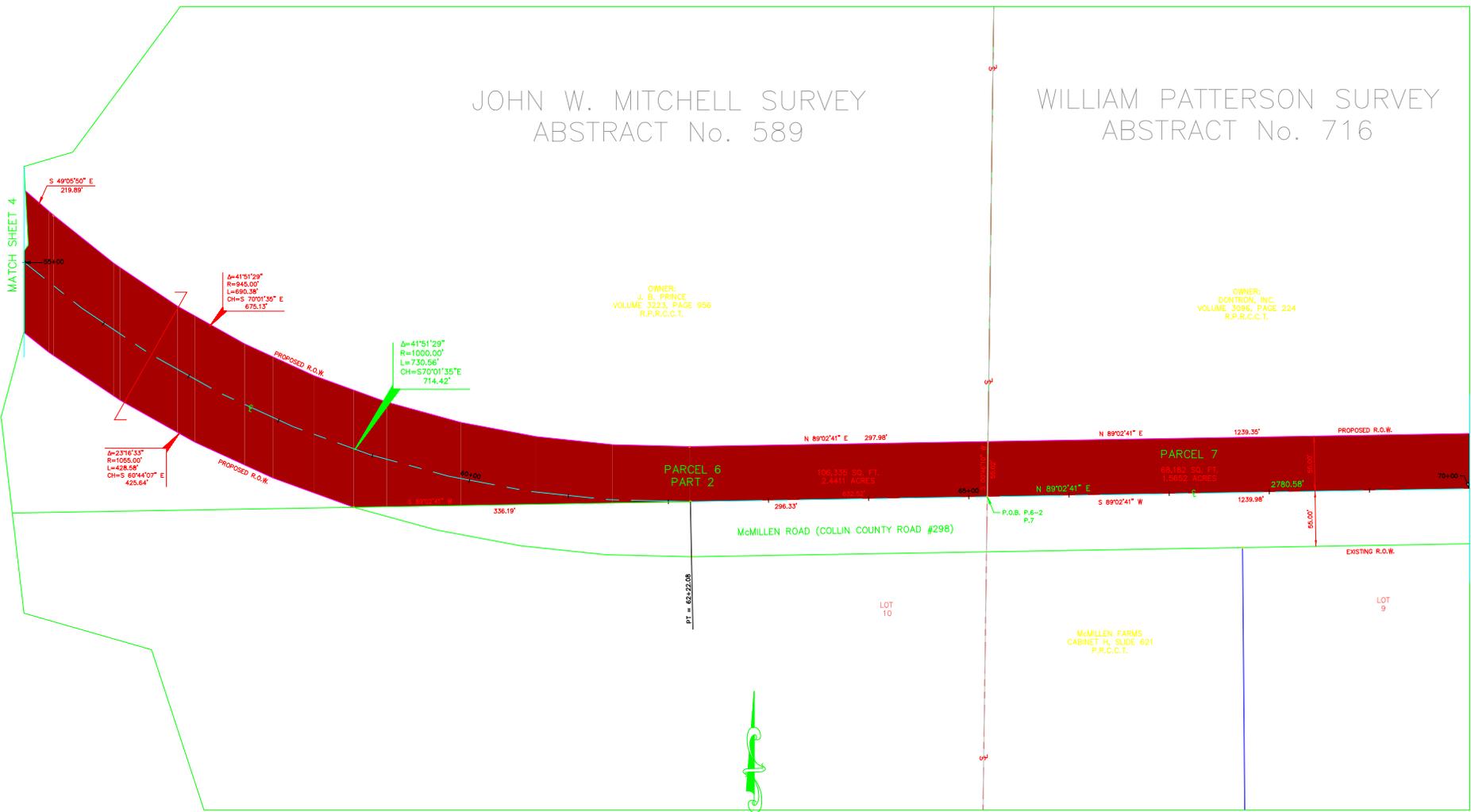
WILLIAM PATTERSON SURVEY
ABSTRACT No. 716

OWNER:
L. B. PRINCE
VOLUME 3223, PAGE 956
R.P.R.C.C.T.

OWNER:
DONTRON, INC.
VOLUME 3096, PAGE 224
R.P.R.C.C.T.

MATCH SHEET 4

MATCH SHEET 6



WILLIAM PATTERSON SURVEY
 ABSTRACT No. 716

OWNER:
 DONTRON, INC.
 VOLUME 3096, PAGE 224
 R.P.C.C.T.

OWNER:
 MRS. A. J. DAUGHERTY
 VOLUME 555, PAGE 68
 R.P.C.C.T.

PARCEL 7

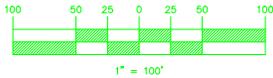
PARCEL 8

McMILLEN ROAD (COLLIN COUNTY ROAD #298)

McMILLEN FARMS
 CABINET #1, SLIDE 621
 P.R.C.C.T.

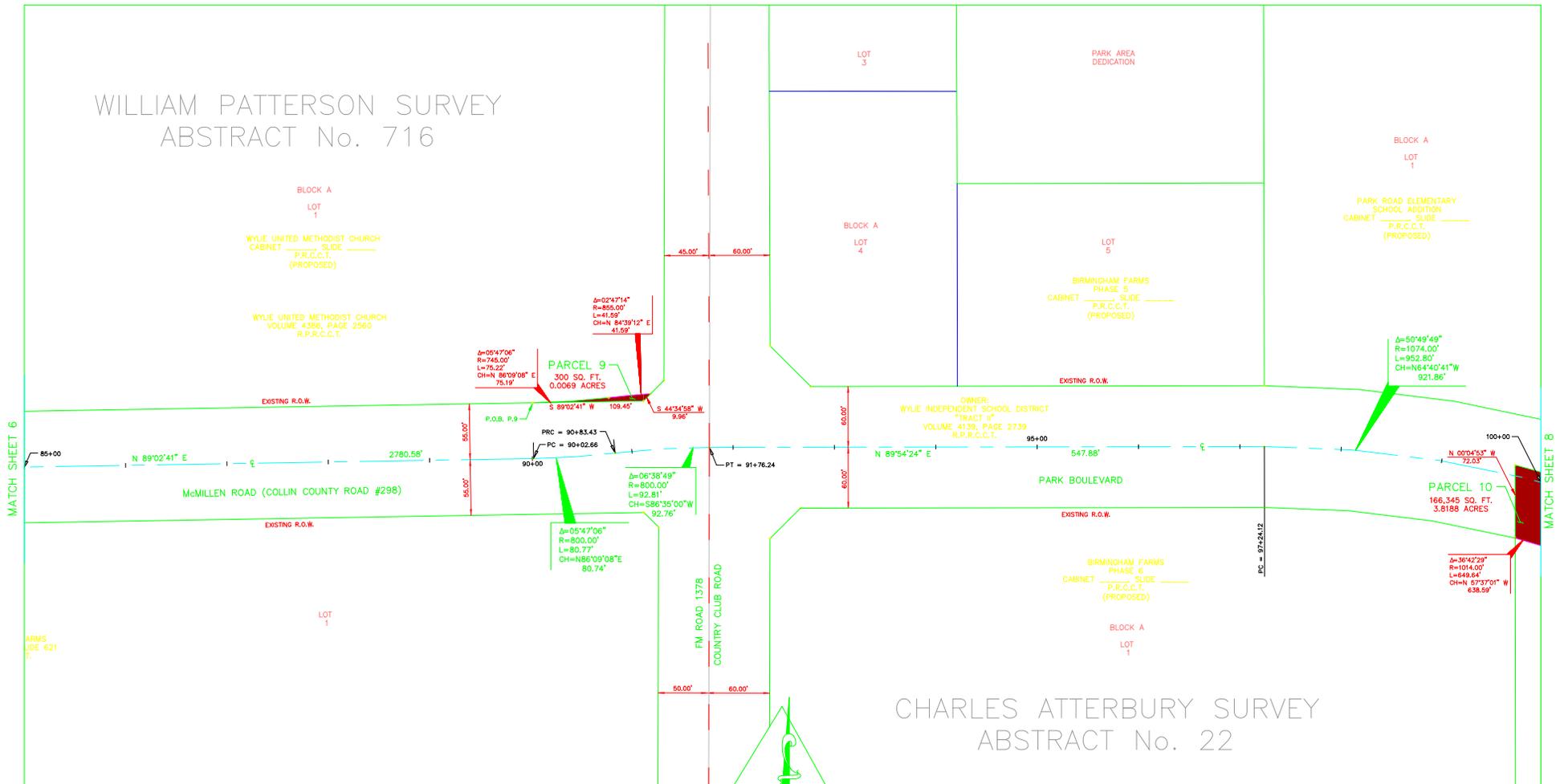
MATCH SHEET 5

MATCH SHEET 7



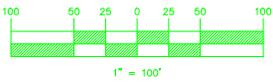
WILLIAM PATTERSON SURVEY ABSTRACT No. 716

CHARLES ATTERBURY SURVEY ABSTRACT No. 22



MATCH SHEET 6

MATCH SHEET 8



MATCH SHEET 7

MATCH SHEET 9

CHARLES ATTERBURY SURVEY ABSTRACT No. 22

OWNER:
WYLE INDEPENDENT SCHOOL DISTRICT
"TRACT 1"
VOLUME 4139, PAGE 2739
P.R.C.C.T.

$\Delta=37^{\circ}38'10"$
 $R=1084.00'$
 $L=712.05'$
 $Ch=S\ 58^{\circ}34'32" E$
699.32'

$\Delta=50^{\circ}49'49"$
 $R=1074.00'$
 $L=952.80'$
 $Ch=N64^{\circ}40'41" W$
921.86'

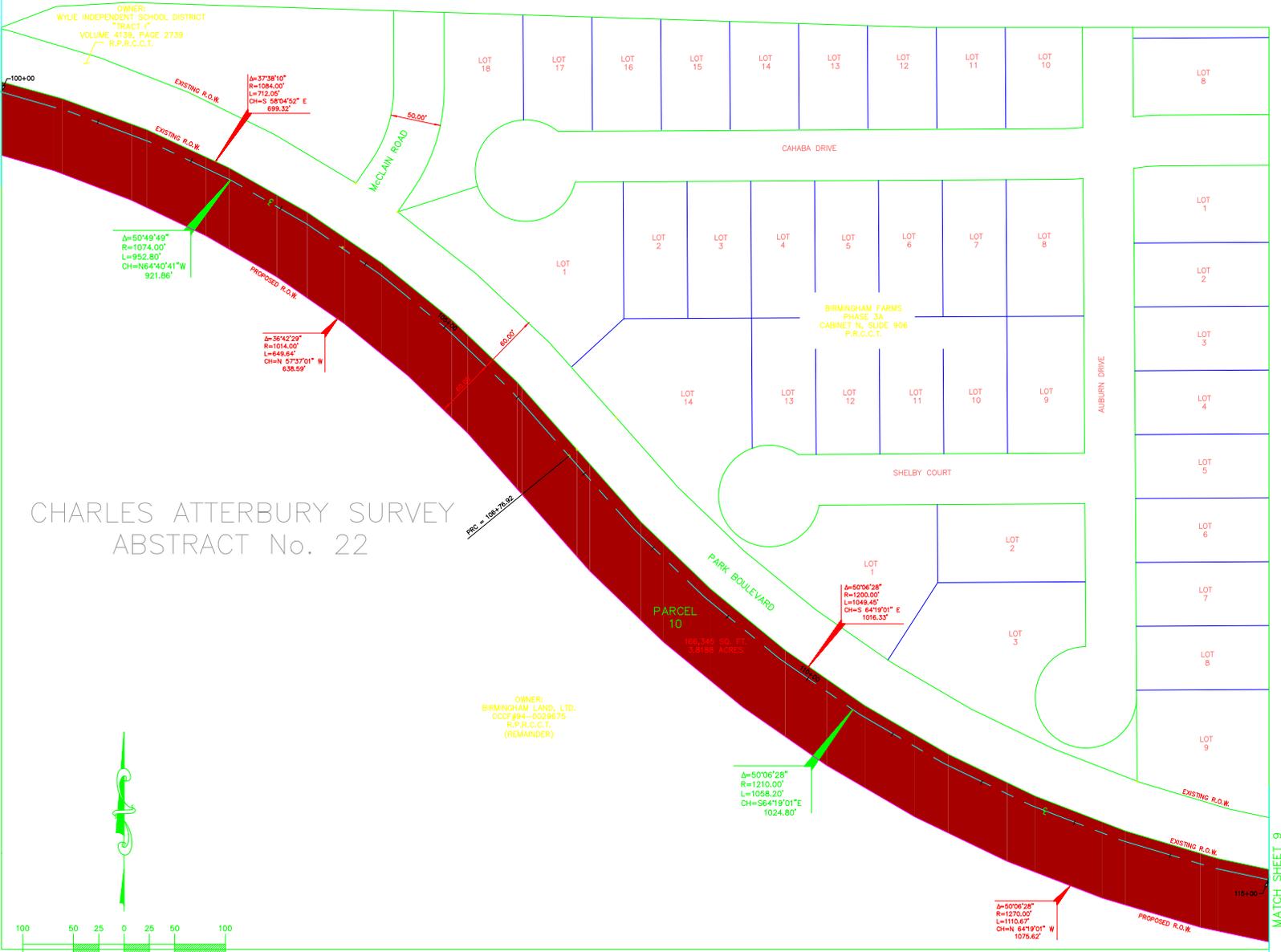
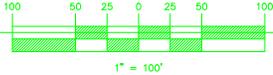
$\Delta=38^{\circ}42'29"$
 $R=1014.00'$
 $L=649.64'$
 $Ch=N\ 57^{\circ}37'01" W$
638.59'

OWNER:
BIRMINGHAM LAND, LTD.
CCCF #94-0029675
P.R.C.C.T.
(REMAINDER)

BIRMINGHAM FARMS
PHASE 3A
CABINET N, SUDE 906
P.R.C.C.T.

$\Delta=50^{\circ}06'28"$
 $R=1210.00'$
 $L=1058.20'$
 $Ch=S64^{\circ}19'01" E$
1024.80'

$\Delta=50^{\circ}06'28"$
 $R=1270.00'$
 $L=1110.67'$
 $Ch=N\ 64^{\circ}19'01" W$
1076.62'



MERCER PHELAN SURVEY ABSTRACT No. 695

WYLIE JUNIOR HIGH SCHOOL ADDITION
CABINET SLIDE
P.R.C.C.T.
(PROPOSED)

OWNER:
BIRMINGHAM FARMS HOMEOWNERS ASSOC.
VOLUME 5298, PAGE 2985
R.P.R.C.C.T.

BIRMINGHAM FARMS
PHASE 3A
CABINET N. SLIDE 906
P.R.C.C.T.

MOBILE LANE

LOT 10
A=50°06'28"
R=1200.00
L=1049.45'
CH=S 64°19'01"
1016.33'

LOT 11
A=05°45'28"
R=940.00
L=34.46'
CH=N 87°49'01"
94.42'

PARCEL 11
327 SQ. FT.
0.00713 ACRES

A=05°11'16"
R=1060.00'
L=95.98'
CH=N 87°27'55"
95.94'

PROPOSED R.O.W.
S 0°03'33" W
10.04'

EXISTING R.O.W.
S 89°22'15" E
190.20'

EXISTING R.O.W.

PARK BOULEVARD

PARK BOULEVARD R.O.W. DEDICATION
CABINET P. SLIDE 122
P.R.C.C.T.

EXISTING R.O.W.
S 89°22'15" E
162.66'

PARCEL 10
166,349 SQ. FT.
3.8168 ACRES

A=05°45'28"
R=1000.00'
L=100.49'
CH=N 87°45'01"
100.45'

PT = 120+88.72

N 89°56'27" W
333.80'

P.O.B. P.10
S 89°56'27" E
45.38'

N 34°30'33" W
18.33'

EXISTING R.O.W.

A=50°06'28"
R=1210.00'
L=1058.20'
CH=S 64°19'01"
1024.80'

A=50°06'28"
R=1270.00'
L=1110.67'
CH=N 64°19'01"
1075.62'

OWNER:
BIRMINGHAM LAND, LTD.
CCC# 894-0029875
R.P.R.C.C.T.
(REMAINDER)

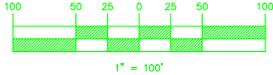
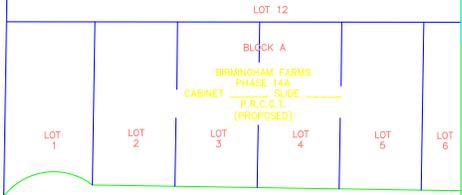
A=05°45'28"
R=1060.00'
L=106.62'
CH=S 87°45'01"
106.46'

PT = 118+9817

A=05°11'16"
R=940.00'
L=85.11'
CH=S 87°27'55"
85.08'

A=05°11'16"
R=1000.00'
L=90.54'
CH=S 87°27'55"
90.51'

CHARLES ATTERBURY SURVEY ABSTRACT No. 22



MERCER PHELAN SURVEY ABSTRACT No. 695

OWNER:
CAMELBACK DEVELOPMENT, LLC
VOLUME 4641, PAGE 2724
R.P.C.C.T.

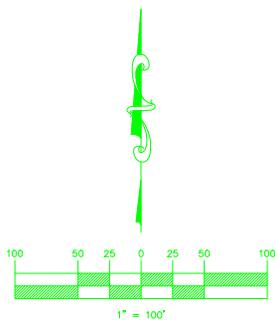
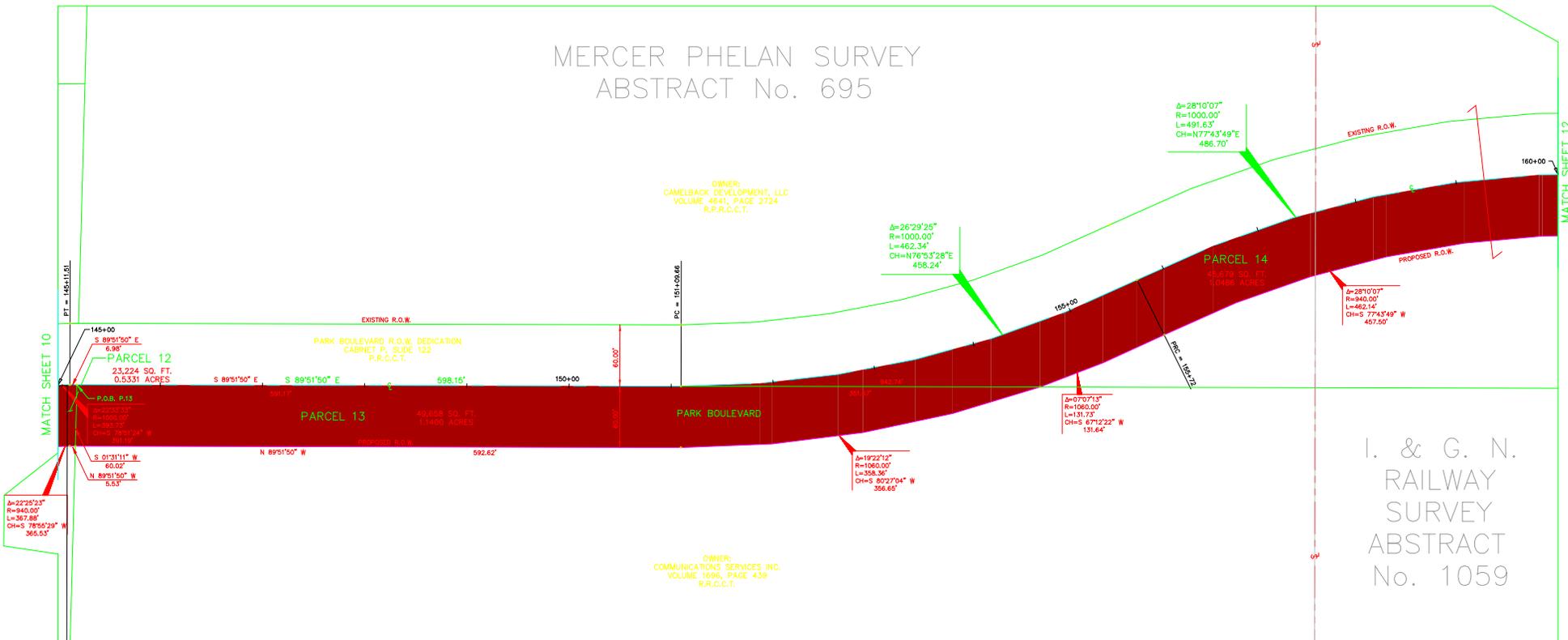
OWNER:
COMMUNICATIONS SERVICES INC.
VOLUME 1636, PAGE 439
R.R.C.C.T.

PARK BOULEVARD R.O.W. DEDICATION
CABINET P. SLIDE 122
P.R.C.C.T.

PARCEL 13
49,858 SQ. FT.
1.1400 ACRES

PARCEL 14
45,879 SQ. FT.
1.0486 ACRES

I. & G. N.
RAILWAY
SURVEY
ABSTRACT
No. 1059



I. & G. N.
RAILWAY
SURVEY
ABSTRACT
No. 1059

W. D. PENNEY SURVEY
ABSTRACT No. 696

OWNER:
CAMELBACK DEVELOPMENT, LLC
VOLUME 4641, PAGE 2724
R.P.R.C.C.T.

F.M. 2514
PARKER ROAD

OWNER:
DENNIS D. & E. DEANETTE SUKUT
COOF #97-0042012
R.P.R.C.C.T.

OWNER:
DONALD RAYMOND POSEY
VOLUME 1116, PAGE 776
R.P.R.C.C.T.

MATCH SHEET 11

MATCH SHEET 13

EXISTING R.O.W.
PC = 181+04.04
S 88°11'18" E
40.41'

$\Delta=06°34'48"$
R=1000.00'
L=114.84'
CH=N88°31'28"E
114.78'

$\Delta=00°41'55"$
R=940.00'
L=111.48'
CH=N 85°35'02" E
111.46'

$\Delta=06°03'15"$
R=1000.00'
L=105.56'
CH=S68°15'42"W
105.61'

PT = 160+43.83
S 88°11'18" E
40.41'

$\Delta=07°59'26"$
R=866.50'
L=60.48'
CH=S 05°35'22" E
60.48'

$\Delta=28°10'07"$
R=940.00'
L=462.14'
CH=S 77°43'49" W
467.50'

$\Delta=07°59'26"$
R=1060.00'
L=7.79'
CH=N 88°33'46" W
7.79'

100.00'

PT = 163+24.55

$\Delta=07°59'26"$
R=866.50'
L=60.48'
CH=S 05°35'22" E
60.48'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'

100.00'



AARON WEST SURVEY
ABSTRACT No. 1025

W. D. PENNEY SURVEY
ABSTRACT No. 696

FRANCISCO DE LA PINA SURVEY
ABSTRACT No. 688

JAMES TRUETT SURVEY
ABSTRACT No. 920

MATCH SHEET 13

MATCH SHEET 15

OWNER:
JACK & DARLENE DUFFY
VOLUME 3482, PAGE 0337
R.P.R.C.C.T.

OWNER:
MARK SHIELD KING
CCCF #97-0034476
R.P.R.C.C.T.

OWNER:
PRUDENCE R. KLING
VOLUME 2015, PAGE 249
R.P.R.C.C.T.

OWNER:
KENNETH & MARY MEANS
VOLUME 1022, PAGE 578
R.P.R.C.C.T.

OWNER:
DAVID LINDSAY KILIAN
CCCF #97-0054844
R.P.R.C.C.T.

OWNER:
LLOYD DEWENT
BOOK 2225, PAGE 465
R.P.R.C.C.T.

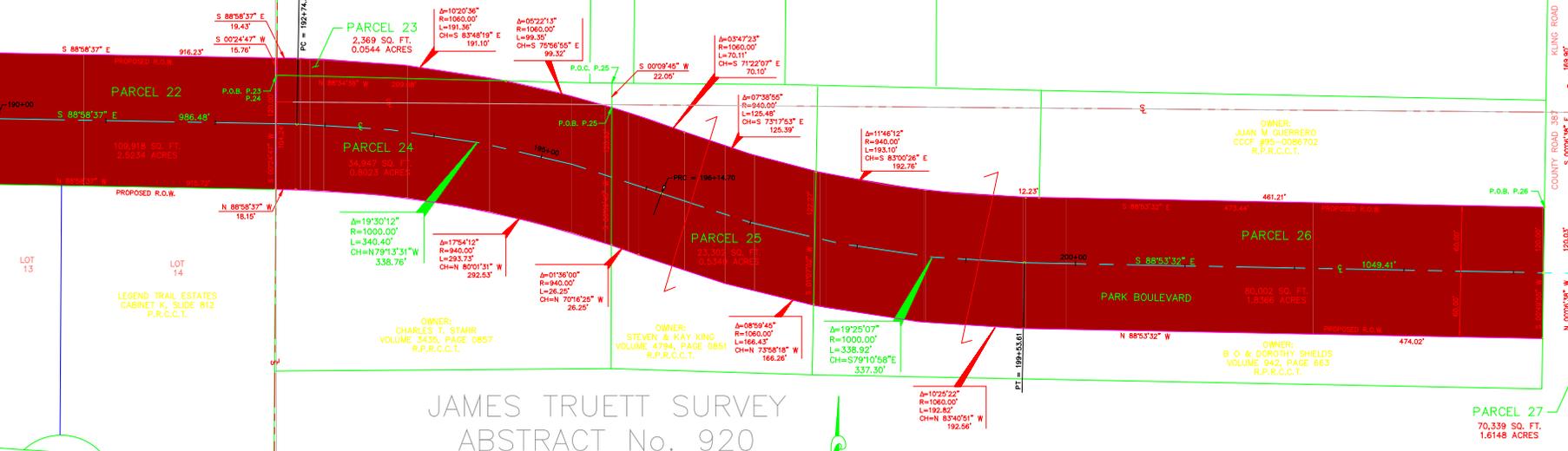
OWNER:
EUGENIO & REYNA TORRES
CCCF #96-0068031
R.P.R.C.C.T.

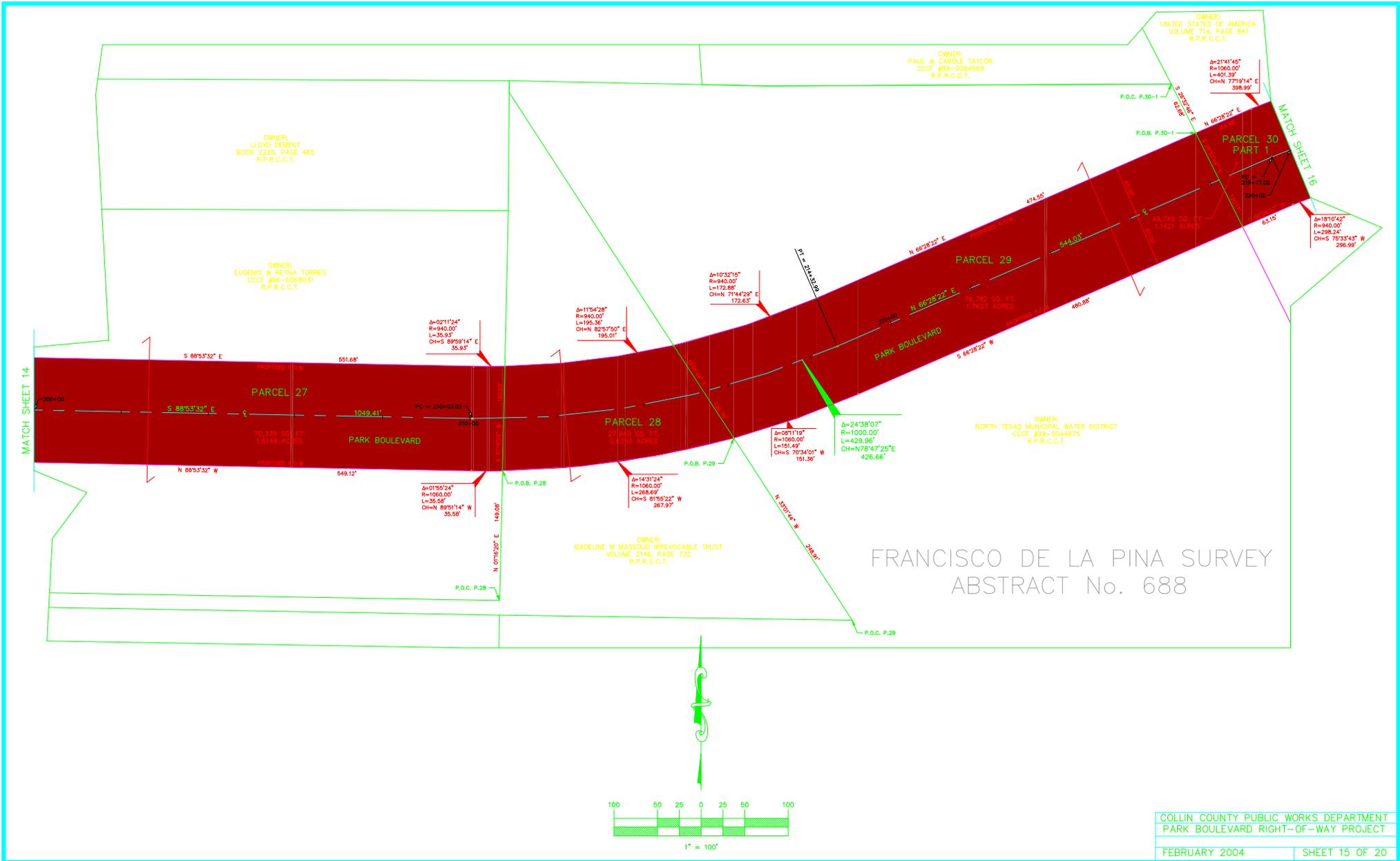
OWNER:
JUAN M GUERRERO
CCCF #95-0085702
R.P.R.C.C.T.

OWNER:
CHARLES I. STARR
VOLUME 3435, PAGE 0857
R.P.R.C.C.T.

OWNER:
STEVEN & KAY KING
VOLUME 4794, PAGE 0851
R.P.R.C.C.T.

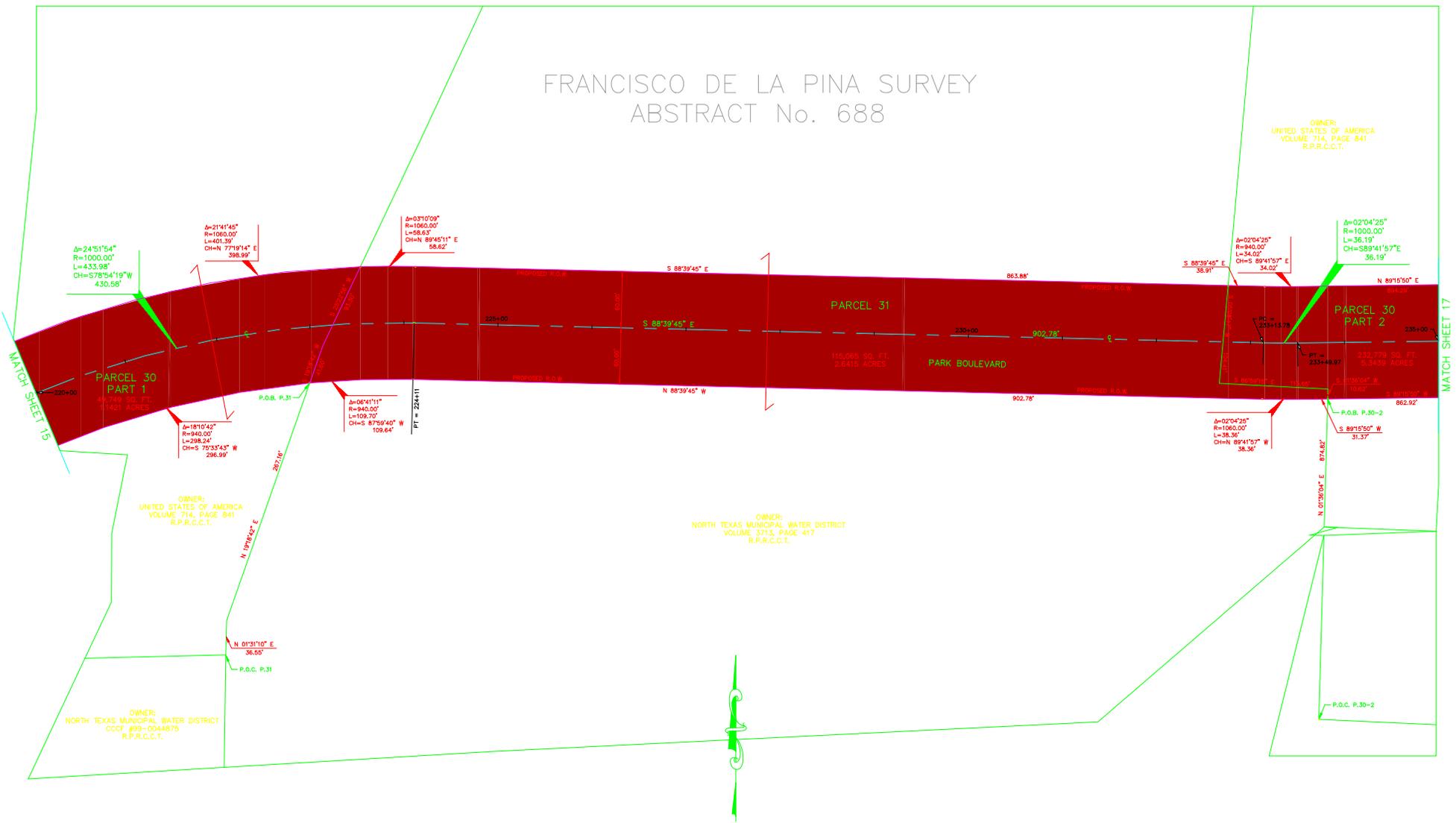
OWNER:
B O & DOROTHY SHIELDS
VOLUME 3142, PAGE 663
R.P.R.C.C.T.





FRANCISCO DE LA PINA SURVEY ABSTRACT No. 688

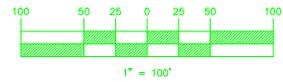
OWNER:
UNITED STATES OF AMERICA
VOLUME 714, PAGE 841
R.P.R.C.C.T.



OWNER:
UNITED STATES OF AMERICA
VOLUME 714, PAGE 841
R.P.R.C.C.T.

OWNER:
NORTH TEXAS MUNICIPAL WATER DISTRICT
VOLUME 3713, PAGE 417
R.P.R.C.C.T.

OWNER:
NORTH TEXAS MUNICIPAL WATER DISTRICT
CCCF #99-0044875
R.P.R.C.C.T.

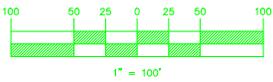
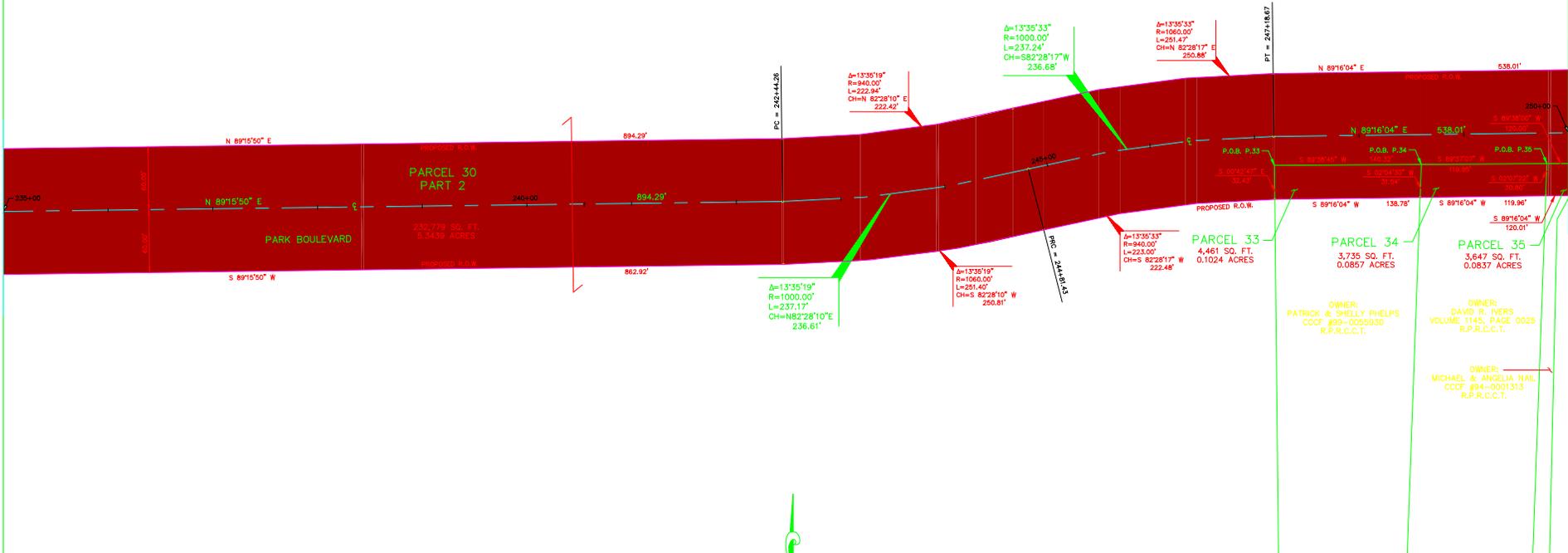


FRANCISCO DE LA PINA SURVEY ABSTRACT No. 688

OWNER:
UNITED STATES OF AMERICA
VOLUME 714, PAGE 841
R.P.R.C.C.T.

MATCH SHEET 16

MATCH SHEET 18



FRANCISCO DE LA PINA SURVEY
ABSTRACT No. 688

FRANCISCO DE LA PINA SURVEY
ABSTRACT No. 688

MATCH SHEET 17

MATCH SHEET 19

OWNER:
UNITED STATES OF AMERICA
VOLUME 714, PAGE 841
R.P.R.C.C.T.

OWNER:
UNITED STATES OF AMERICA
VOLUME 714, PAGE 841
R.P.R.C.C.T.

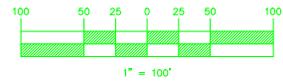
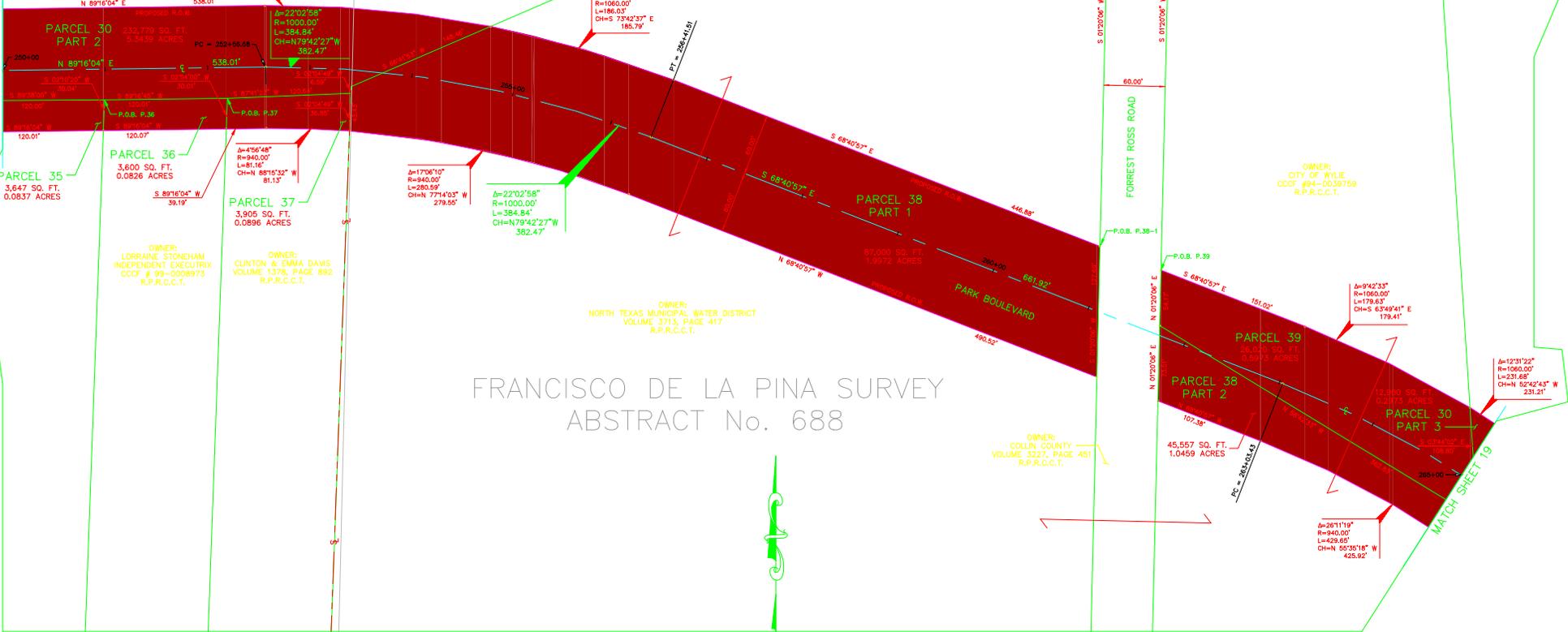
OWNER:
CITY OF WYLIE
CCCF #94-0039759
R.P.R.C.C.T.

OWNER:
NORTH TEXAS MUNICIPAL WATER DISTRICT
VOLUME 3715, PAGE 417
R.P.R.C.C.T.

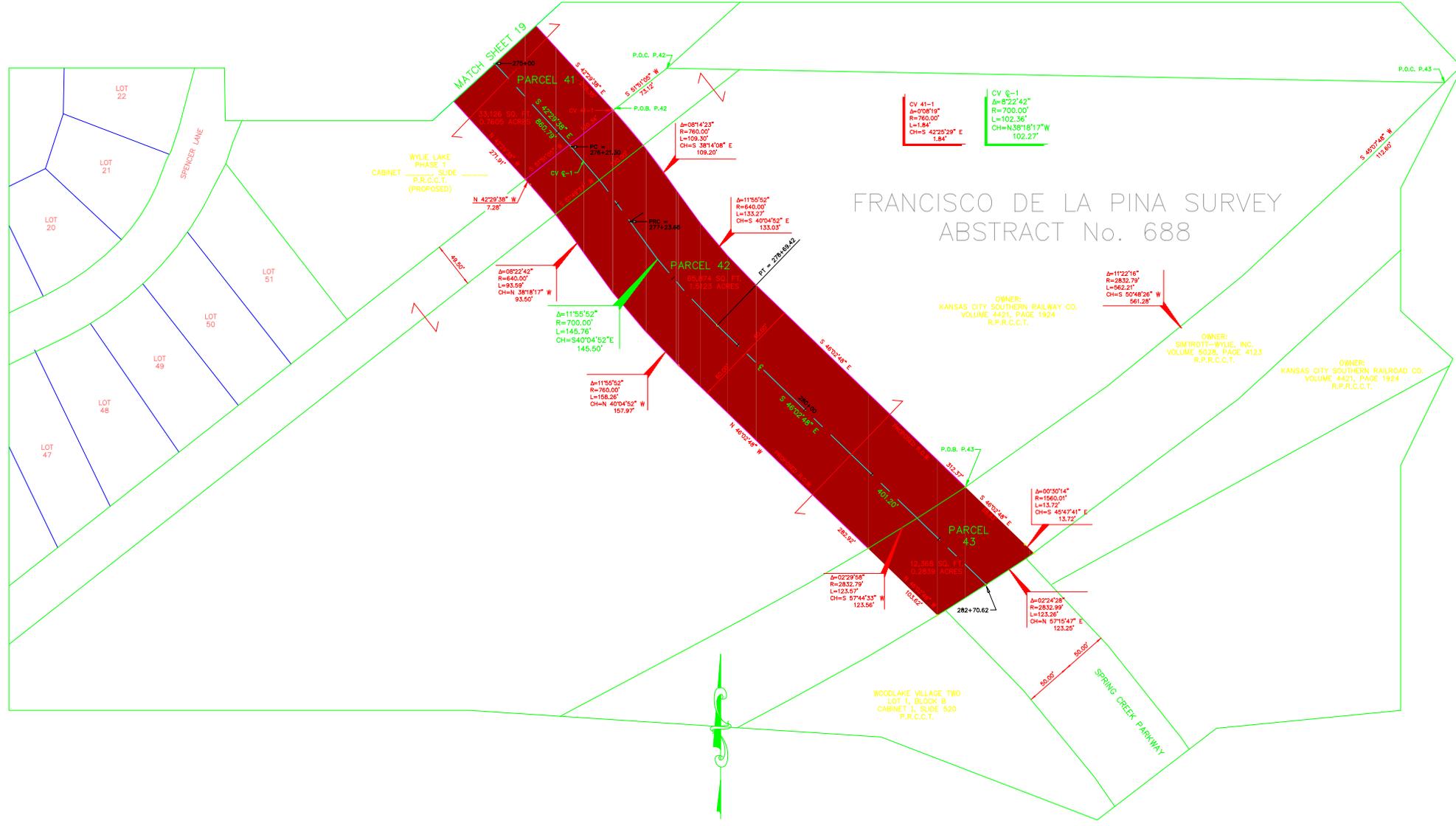
OWNER:
COLLIN COUNTY
VOLUME 3227, PAGE 451
R.P.R.C.C.T.

OWNER:
LORRAINE STONEHAM
INDEPENDENT EXECUTRIX
CCCF # 99-0008973
R.P.R.C.C.T.

OWNER:
CLINTON & EMMA DAVIS
VOLUME 1378, PAGE 892
R.P.R.C.C.T.



MATCH SHEET 19



FRANCISCO DE LA PINA SURVEY ABSTRACT No. 688

CV 41-1
Δ=0°08'19"
R=760.00'
L=1.84'
CH=S 42°25'29" E
1.84'

CV 41-1
Δ=8°22'42"
R=700.00'
L=102.36'
CH=N38°18'17"W
102.27'

OWNER:
KANSAS CITY SOUTHERN RAILWAY CO.
VOLUME 4421, PAGE 1924
R.P.R.C.C.T.

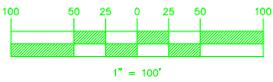
OWNER:
SMITROT+WYLIE, INC.
VOLUME 5028, PAGE 4123
R.P.R.C.C.T.

OWNER:
KANSAS CITY SOUTHERN RAILROAD CO.
VOLUME 4421, PAGE 1924
R.P.R.C.C.T.

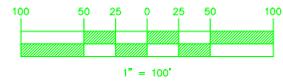
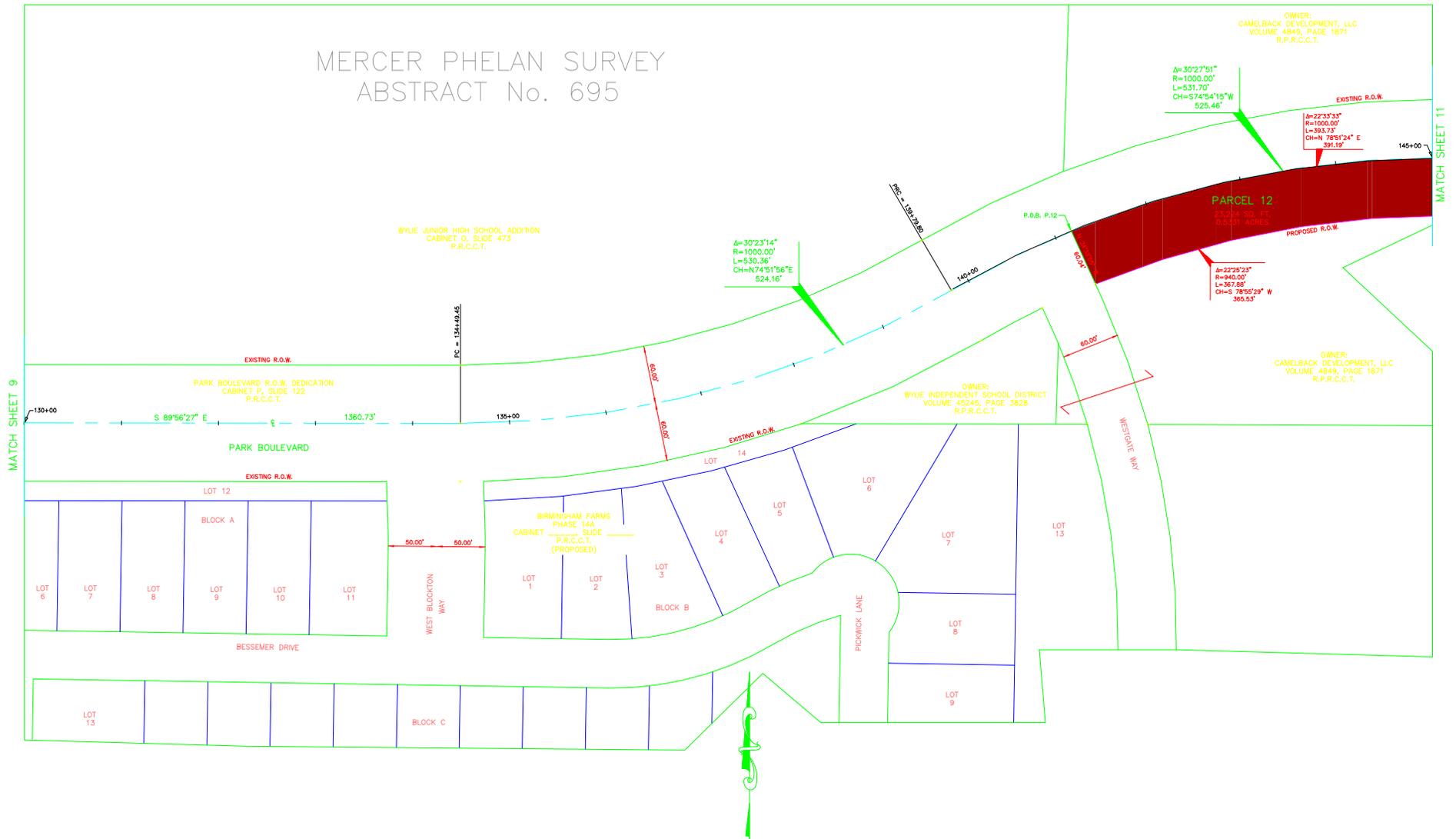
Δ=0°30'14"
R=160.01'
L=13.72'
CH=S 45°47'41" E
13.72'

Δ=0°24'38"
R=2832.99'
L=123.28'
CH=N 07°15'47" E
123.25'

Δ=0°29'56"
R=2832.79'
L=123.61'
CH=S 67°44'33" W
123.56'



MERCER PHELAN SURVEY ABSTRACT No. 695



AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 26th day of January, 1999, between the City of Wylie, Texas (the "City"), a Texas municipal corporation, Collin County, Texas (the "County"), a corporate and political body of the State of Texas, and The Kansas City Southern Railway Company ("KCS"), a Missouri corporation.

WITNESSETH

WHEREAS, KCS is expanding its operations in Wylie, Texas by constructing a classification yard and related facilities on certain real property located in the County and in or near the City, as are generally shown on Exhibit "A" ("Classification Yard");

WHEREAS, KCS has advised the City and County of its plans to construct the Classification Yard and that KCS will not seek approval from state or local governments therefor, given that KCS interprets the provisions of the Interstate Commerce Commission Termination Act of 1995 (the "ICCTA"), 49 U.S.C. §§ 10101, *et seq.*, as providing for express preemption of federal, state and local laws including, without limitation, the City's zoning ordinances and building codes;

WHEREAS, the City has advised KCS that, absent the terms of this Agreement, among other things (i) the Classification Yard would interfere with the City's long-range plan for the extension of Spring Creek Parkway; (ii) the City would assert that the Classification Yard is not preempted from the City's ordinances and regulations; and (iii) the City would pursue all available and appropriate procedures to attempt to thwart or impede KCS's successful completion and commencement of commercial operation of the Classification Yard;

WHEREAS, the County has advised KCS that the construction and operation of the Classification Yard will affect the public's convenience and safety on a segment of Skyview Drive as generally shown on Exhibit "A". Accordingly, KCS will acquire certain property and construct a road, as generally shown on Exhibit "A", and will convey the same to the County to re-route Skyview Drive ("Re-route of Skyview");

WHEREAS, KCS owns a real property right-of-way located in the City adjacent to Highway 78 as generally shown on Exhibit "A", on part of which it maintains tracks and operates its trains:

WHEREAS, the City and the County desire that KCS remove its track from a segment of its right-of-way along Highway 78 (the "78 ROW"), that KCS connect its track to KCS's other track and right-of-way in the County and in or near the City as generally shown on Exhibit "A", (the "New Track Connection"), and that KCS convey the 78 ROW to the County for public right of way and other purposes;

WHEREAS, the City, County, and KCS are desirous of settling their differences and amicably resolving all present or potential disputes concerning the construction and commencement of commercial operation of the Classification Yard pursuant to the terms of this Agreement and, thereby, providing material benefits to the citizens of the City, the County, and to KCS;

NOW, THEREFORE, in consideration of the covenants, conditions, and terms herein contained, the parties mutually agree as follows:

**ARTICLE ONE
CONVEYANCE OF 78 ROW**

- 1.1 KCS agrees to grant and convey the 78 ROW (as more particularly described on Exhibit "B") to the County or its designee, and the County agrees to accept the same from KCS, at Closing. The conveyance shall be by special warranty deed in substantially the form of Exhibit "B". Excepted from the conveyance to the County or its designee will be the portion of the 78 ROW as is necessary and agreed upon by the parties, to obtain by exchange the Martinez Property (hereinafter defined) pursuant to Article Two of this Agreement.
- 1.2 Prior to or as soon as practicable after Closing, KCS will remove, at its cost, all tracks, ties and other railroad property along the 78 ROW including, but not limited to, tracks within cross streets as generally shown on Exhibit "A". The City will, at its cost, make repairs to the streets made necessary as a result of removal of the tracks therefrom. Prior to the Closing, KCS shall obtain at its expense and deliver to the County a certified appraisal of the 78 ROW.
- 1.3 At Closing, KCS will, at its sole cost and expense, deliver to County possession of the 78 ROW and an owner's policy of title insurance in the amount of One Million and 00/100 Dollars (\$1,000,000), insuring good and indefeasible fee simple title of the 78 ROW in the County subject only to those exceptions agreed to by the County in writing prior to the Closing.
- 1.4 At Closing, the County will pay KCS for the 78 ROW the sum of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00).

**ARTICLE TWO
NEW TRACK CONNECTION**

- 2.1 KCS will use its best efforts to complete a New Track Connection, and begin its operation thereon, as soon as practicable after having acquired the real property necessary to complete the same, including the properties known to the parties to be necessary and described as follows:
 - a. approximately 0.336 acres of the "Cooper Property;"
 - b. a portion of the "Fitzpatrick Property;"
 - c. approximately 0.903 acres of the "Martinez Property;"

- d. a right-of-way across FM 544 in sufficient area to construct the new grade crossing (described in Paragraph 2.4) approximately 100 feet wide; and
 - e. the City's "Animal Shelter" and "Service Center."
- 2.2 Except as provided herein, KCS will pay for all reasonable and necessary costs to complete the New Track Connection.
- 2.3 To facilitate the New Track Connection, City agrees, subject to applicable law, to close, grant and convey to KCS, and KCS agrees to accept, by special warranty deed, in substantially the form of Exhibit "C", the Animal Shelter, and the Service Center together with an owner's policy of title insurance, at the sole cost and expense of KCS, insuring good and indefeasible fee simple title thereto, subject only to those exceptions agreed to by KCS in writing prior to Closing. The City shall convey the Animal Shelter and the Service Center to KCS at the Closing; furthermore, the City, contemporaneously with the execution and delivery hereof, will execute and deliver to KCS a temporary easement, in substantially the form of Exhibit "D", for construction of the New Track Connection over and through the Animal Shelter and the Service Center. The City also agrees to grant and to convey to KCS, and KCS agrees to accept, by Quit Claim Deed, in substantially the form of Exhibit "E", at Closing, all of the City's right, title and interest in and to "Lot 205."
- 2.4 The New Track Connection will include a new grade crossing at FM 544 to which the parties hereby expressly agree and consent. The City will provide or obtain funding to acquire the FM 544 right of way and construct the new grade crossing at FM 544. The parties understand that some of such funds have been made available to the City from state and federal grants administered by the Texas Department of Transportation ("TxDOT").
- 2.5 KCS and the City will, upon execution of this Agreement by the parties, notify the TxDOT in writing of the plans for the new grade crossing at FM 544 and, thereby, request approval for the crossing to the extent required by law.
- 2.6 KCS shall convey to the City and the City will accept an aerial easement, in substantially the form of Exhibit "F", over and across KCS's right-of-way for the City's future extension of Spring Creek Parkway to the north; provided, however, KCS shall have no obligation to construct, or to incur any expense with respect to, an overpass, underpass, at grade crossing, signalization or any other improvements to facilitate any such extension. The aerial easement shall also apply to the widened KCS right-of-way at the future Spring Creek Parkway extension area condemned or otherwise obtained by KCS as a result of the two actions filed by KCS in Cause No. 1-562-98 and 1-561-98 in the Collin County Court No. 1, and the City shall not accept, or enter into an agreement to acquire, a right-of-way or other interest in the realty subject to the above described causes of action from the other parties to the said actions, or their successors or assigns, without KCS's consent, until the above referenced actions have been concluded and the aerial easement has been accepted by the City from KCS. KCS agrees to diligently prosecute such actions to conclusion. KCS also

agrees to provide the City with excess dirt excavated in conjunction with its development of the Classification Yard for the City's use including, without limitation, the construction of a bridge over KCS's right-of-way.

- 2.7 KCS will pay to City the cash sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00); provided, however, it is expressly understood and agreed that said sum shall be used by the City for any and all purposes that the City deems necessary and appropriate for the health, safety, and welfare for the citizens of Wylie including, without limitation, the acquisition of a new service center and a new animal shelter, so long as the projects do not involve KCS property, without KCS's prior written consent, which, in KCS's sole discretion may be withheld, and so long as the said funds are not used for any purposes against KCS. The payment of said sum shall be made by KCS to the City by good bank check upon the execution and delivery of this Agreement by all parties.

ARTICLE THREE RE-ROUTE OF SKYVIEW

- 3.1 At Closing, the County will close, and convey to KCS by special warranty deed, in substantially the form of, and as more particularly described on, Exhibit "G", the portion of Skyview Drive to facilitate KCS's construction and operation of the new Classification Yard, as well as an owner's policy of title insurance in the same amount of the policy or title insurance specified in paragraph 3.3, subject only to those exceptions agreed to by KCS in writing prior to Closing. Prior to Closing, the County shall utilize its best efforts to obtain indefeasible fee title to those portions of Skyview Drive, including the extinguishment of any interests therein presently held by the United States of America and/or the U.S. Corps of Engineers. Prior to Closing, the County shall execute and deliver, or cause to be executed and delivered, to KCS a temporary construction easement, in substantially the form of Exhibit "H", over the portion of Skyview Drive to be closed and conveyed to KCS.
- 3.2 Prior to Closing, KCS will use its best efforts to obtain such properties as are necessary to construct the Re-route of Skyview Drive. The Re-route of Skyview Drive shall include certain property presently owned by KCS and known as the Cottonbelt ROW. KCS will undertake to construct on such properties a roadway, being the Re-route of Skyview Drive, in a manner which meets or exceeds the County's standards for road construction for projects of a similar nature. KCS agrees to allow the County's representatives full participation in monitoring the design and construction of the Re-route of Skyview Drive. The County shall have the right to preapprove the design, and will provide its technical assistance to KCS for KCS's selection of construction contracts, for the construction of the Re-route of Skyview Drive. The County will obtain at its expense and furnish to KCS a certified appraisal of the value of the portion of Skyview Drive to be closed and conveyed to KCS as required under the Texas Local Government Code 263.006 and, upon completion of construction of the Re-route of Skyview Drive, KCS will obtain at its expense and furnish to the County a certified appraisal of the value of the Skyview Drive Re-route. The appraisal of the Re-route of Skyview, along with the appraisals of the 78 ROW and Skyview Drive shall form the basis

for the exchange of ROW properties between KCS and the County pursuant to Section 263.006 of the Texas Local Government Code.

- 3.3 At Closing, KCS shall convey to the County, and the County shall accept, by special warranty deed, in substantially the form of Exhibit "T", good and indefeasible title to the Re-route of Skyview property, and KCS shall deliver to County at KCS's expense, an owner's policy of title insurance in an amount equal to the amount to be paid by County to KCS pursuant to paragraph 1.4 of this Agreement, minus \$250,000, insuring good and indefeasible fee simple title to the Re-route of Skyview in the County subject only to those exceptions agreed to by the County in writing prior to Closing.
- 3.4 The KCS and County agree that there shall be no adjustments to the cash consideration to be paid for the exchange of the properties described herein, notwithstanding the fact that the appraisals of such properties may show disparate values for any or all of such properties.

ARTICLE FOUR CLASSIFICATION YARD

- 4.1 County and City agree and consent in all respects to KCS's construction and commencement of commercial operation of the Classification Yard generally described as follows:

this rail classification yard and associated support facilities consists of an auxiliary main track, receiving/departure tracks, a series of classification tracks, lead tracks, and locomotive service tracks, lighting, site drainage, yard office buildings, employee parking access roads, and locomotive fueling and servicing facilities in the area and as generally shown on Exhibit "A". The receiving/departure tracks serve to accept in bound trains for switching, classifying, storing of cars, and to assemble out bound trains for departure. They are of sufficient length to hold a full train, and provide an area where pre-departure mechanical inspection and air brake tests are performed. The classification tracks provide an area where rail cars from various sources are sorted into blocks headed for individual destinations. The Classification Yard does not include intermodal facilities; however, KCS does not waive its right to construct, and by this Agreement the City does not agree to the construction of, an intermodal facility.

- 4.2 County and City covenant and represent as follows:
 - a. that they will cooperate with KCS in its construction and commencement of commercial operation of the Classification Yard, the New Track Connection, and the Re-route of Skyview; provided, however, the "cooperation" recited above does not impose any additional monetary obligation not in this Agreement;

- b. that they will take no action to impede or thwart the construction and commencement of the commercial operation of the Classification Yard, the New Track Connection, or the Re-route of Skyview; and,
- c. in the event state or federal regulatory approval is required for the conveyance of the 78 ROW, the construction or commencement of commercial operation of the Classification Yard, or the Re-route of Skyview, as provided for herein, they will not oppose such approval or provide monetary support for opposition, if any, thereto; and,
- d. in the event one or more persons take action against KCS in an attempt to impede or thwart the successful completion of construction or commencement of commercial operation of the Classification Yard, the New Track Connection, or the Re-route of Skyview, they will not support or otherwise provide monetary assistance for such action in any manner including, without limitation, delaying the Classification Yard, the New Track Connection, or the Re-route of Skyview.

ARTICLE FIVE CLOSING

- 5.1 Subject to the terms, conditions, and provisions hereof, the Closing shall occur no later than thirty (30) days after the completion of construction and commencement of commercial operation of the New Track Connection, provided, however, that in the event KCS refuses to begin operation on the New Track Connection as soon as practicable after completion of construction then, in that event, Closing shall occur no later than thirty (30) days after completion of construction of the New Track Connection.
- 5.2 The Closing shall be held at the offices of the County located at 210 S. McDonald Street, McKinney, Texas.

ARTICLE SIX DISCLAIMER OF WARRANTIES

- 6.1 The parties acknowledge and agree that, except as expressly set forth in this Agreement, the conveyances of real properties made pursuant to this Agreement are without warranty of merchantability or fitness for any particular purpose including, without limitation, zoning, physical or environmental conditions, utilities, tax consequences, or operating history; furthermore, by their acceptance of the conveyance(s), the parties acknowledge and agree that they have conducted, or will conduct prior to Closing, such investigations of the properties as they may deem necessary.
- 6.2 Notwithstanding the foregoing disclaimer of warranty, the conveyances to be made pursuant to this Agreement are not intended to constitute and shall not be deemed to effect a release or transfer of any liability the conveying party may have to any other party, person, or

governmental entity as of the effective date of the conveyances with respect to the environmental condition of the properties. Furthermore, City shall remain responsible to remediate the historical environmental contamination associated with the petroleum underground storage tank systems formerly located on the Service Center in accordance with all applicable state and federal regulations, which obligation shall be deemed terminated upon the issuance of a letter or letters by the Texas Natural Resource Conservation Commission, or its successor, indicating that no further action is required by any party with respect to all of the constituents that may have been released from said tank systems, wherever those constituents may have been found.

ARTICLE SEVEN SPECIFIC PERFORMANCE

- 7.1 The parties agree and acknowledge that the real properties to be conveyed pursuant to this Agreement are unique and irreplaceable, and that the failure of a party to timely convey title to the real property pursuant to the terms of this Agreement would result in damage to one or both of the other parties that could not be adequately compensated by a monetary damages award. The parties therefore agree that, if a party required to make the conveyance fails to timely perform the covenants incumbent on it under the terms of this Agreement, grantee may appropriately seek an order from a court of competent jurisdiction requiring its grantor to specifically perform those covenants.

ARTICLE EIGHT NOTICES

- 8.1 Any notice, demand, or other communication provided for in this Agreement to be given by any party to any other(s) shall be made in writing and shall be delivered to the other(s) either (a) in person or (b) by the United States Mail, postage prepaid, as a registered or certified item, with return receipt requested, addressed as follows:

To City of Wylie: 2000 Highway 78 North
Wylie, Texas 75098
Attn: City Manager

To Collin County: Collin County Courthouse
210 S. McDonald Street
McKinney, Texas 75069
Attn: County Judge

**To The Kansas City Southern
Railway Company:** The Kansas City Southern Railway Company
114 West Eleventh Street
Kansas City, Missouri 64105-1804
Attn: Robert K. Dreiling

and shall be deemed given on the date so delivered or two business days following the date so deposited in a depository of the United States Postal Service unless otherwise provided herein. Any party may change its address by sending ten (10) days' advance written notice of such change to the other parties in the manner provided for above.

ARTICLE NINE MISCELLANEOUS PROVISIONS

- 9.1 **Assignment.** None of the parties shall assign, transfer or sublet this Agreement, or any obligations created or rights granted hereby, in whole or in part, without the prior written consent of the other parties, which may in any event be withheld in their respective sole discretion.
- 9.2 **Enforceability.** Each party represents to the others that (a) the execution, delivery, and performance of this Agreement have been duly authorized by the requisite action of such party; and (b) when executed, the Agreement will be valid and binding on such party and enforceable against such party in accordance with its terms, and that the enforceability thereof against such party will not be barred by the doctrine of sovereign immunity. In the event that any of the provisions of this Agreement, or applicable portions thereof, are held to be unenforceable or invalid by any court of competent jurisdiction, the parties shall endeavor to negotiate an equitable adjustment to the affected provisions of this Agreement with a view toward effecting the purposes of this Agreement, and the validity and enforceability of the remaining provisions, or applicable portions thereof, shall be considered as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.
- 9.3 **Force Majeure.** No party shall be held liable for any loss or damage due to delay in performance of any part of this Agreement (other than the payment of any sums which may be then due and payable hereunder, or which may become due and payable hereunder), from any cause beyond its control and without its fault or negligence; such causes may include acts of nature, acts of military authority, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, volcanic action, other major environmental disturbances or unusually severe weather conditions.
- 9.4 **No Waiver.** Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.
- 9.5 **Consent.** Where this Agreement requires approval, consent, permission, satisfaction, agreement, or authorization by any party, such approval, consent, permission, satisfaction, agreement, or authorization shall not be withheld without reasonable cause.
- 9.6 **Third Party Beneficiaries.** The parties acknowledge and agree that this Agreement is solely for their respective benefits, and nothing in this Agreement will be construed as giving any

other person or entity any rights, remedy, or claim under or in respect to this Agreement or any provision of it.

- 9.7 **Further Assurance.** In addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered hereunder, the parties hereby agree to perform, execute, and/or deliver or cause to be performed, executed, or delivered before and after the Closing hereunder all further acts as any of the parties may reasonably require to consummate the transactions contemplated hereunder, that are, the 78 ROW, the Classification Yard, the New Track Connection, and the Re-route of Skyview, including, without limitation, that a party defend against all claims against it made by third parties seeking to block or thwart the transactions contemplated herein. Furthermore, nothing in this Agreement shall preclude the parties to this Agreement from preparing such escrow agreements, supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement. The parties agree not to take any actions prior to the Closing to encumber title to the properties to be conveyed at Closing, except as provided herein.
- 9.8 **Survival.** The representations, warranties and agreements contained herein shall survive and not be merged in the Closing.
- 9.9 **Press Release.** The parties agree that all formal press releases or other media communications regarding the announcement of this Agreement shall be agreed upon in advance by the parties.
- 9.10 **Time of Essence.** Time is of the essence in this Agreement.
- 9.11 **Applicable Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.
- 9.12 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 9.13 **Exhibits.** All exhibits attached and referred to in this Agreement are incorporated into this Agreement.
- 9.14 **Escrow for Deeds.** The deeds to be exchanged pursuant to this Agreement shall be delivered to the Escrow Agent upon the duly authorized and lawful execution and delivery of this Agreement, and in accordance with an Escrow Agreement, in substantially the form of Exhibit "J", by all parties hereto; provided, however, the Escrow Agent shall have no authority under the Escrow Agreement or otherwise, to convey or deliver any deed to a grantee unless and until all deeds contemplated by this Agreement shall be simultaneously released by the Escrow Agent in conformance with, and pursuant to, the terms of this Agreement.

IN WITNESS WHEREOF, the City of Wylie, Texas, Collin County, Texas, and The Kansas City Southern Railway Company have executed this Agreement in multiple counterparts, effective as of the date first above mentioned.

ATTEST:

By: Barbara Johns
Its: City Secretary

CITY OF WYLIE:

By: She Mon G
Its: Mayor

ATTEST:

By: _____
Helen Starnes
Its: County Clerk, Collin County, Texas

COLLIN COUNTY, TEXAS

By: _____
Ronald L. Harris
Its: County Judge, Collin County, Texas

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY:

By: [Signature]
Its: _____

IN WITNESS WHEREOF, the City of Wylie, Texas, Collin County, Texas, and The Kansas City Southern Railway Company have executed this Agreement in multiple counterparts, effective as of the date first above mentioned.

ATTEST:

CITY OF WYLIE:

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

COLLIN COUNTY, TEXAS

By: Helen Starnes

By: Ronald L. Harris

Helen Starnes

Ronald L. Harris

Its: County Clerk, Collin County, Texas

Its: County Judge, Collin County, Texas

THE KANSAS CITY SOUTHERN
RAILWAY COMPANY:

By: _____

Its: _____

EXHIBIT "B"

SPECIAL WARRANTY DEED

EFFECTIVE DATE: [Closing Date]

GRANTOR: THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation

GRANTOR'S MAILING ADDRESS: 114 West Eleventh Street, Kansas City, Jackson County, Missouri 64105-1804

GRANTEE: COLLIN COUNTY, TEXAS, a corporate and political body of the State of Texas

GRANTEE'S MAILING ADDRESS: Collin County Courthouse, 210 McDonald Street, McKinney, Collin County, Texas 75069

CONSIDERATION: (i) Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, and (ii) the conveyance of certain real property located in Collin County, Texas and described in a special warranty deed of even date herewith from Grantee, as grantor, to Grantor, as grantee.

PROPERTY: The real property described in Exhibit "A" attached hereto and made a part hereof together with all improvements located thereon, including any and all rights, privileges and appurtenances, if any, thereunto belonging.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: All matters and items listed in Exhibit "B" attached hereto and made a part hereof.

Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold the Property to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through and under Grantor but not otherwise and except as to the Reservations From and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

By: _____
Name: _____
Title: _____

THE STATE OF MISSOURI §
 §
COUNTY OF JACKSON §

This instrument was acknowledged before me on the _____ day of _____,
_____, by _____, _____ of THE KANSAS
CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation, who stated that he executed
the same for the purposes and consideration therein expressed, and in the capacity therein stated, and
as the act and deed of said corporation.

Notary Public, State of Missouri
My Commission Expires: _____

LAND 11 A

LEGAL DESCRIPTION

20.898 acres out of the

E. C. DAVIDSON SURVEY, A-298, the FRANCISCO de la PIRA SURVEY, A-800

the S. B. SHELBY SURVEY, A-820 and the JAMES TRUITT SURVEY, A-829

City of Wylie, Collin County, Texas

Being all that certain parcel, tract or strip of land out of the E. C. DAVIDSON SURVEY, A-298, the FRANCISCO de la PIRA SURVEY, A-800, the S. B. SHELBY SURVEY, A-820 and the JAMES TRUITT SURVEY, A-829 in the City of Wylie, Collin County, Texas and being all or part of tracts described by deeds recorded in Volume 80, Page 470, Volume 80, Page 480, Volume 80, Page 437, Volume 80, Page 485, Volume 83, Page 688, Volume 80, Page 488, Volume 80, Page 481, Volume 80, Page 471, Volume 82, Page 8, and Volume 83, Page 28, Deed Records of Collin County, Texas and more particularly described as follows:

BEGINNING at a five-eighths inch iron rod set for the intersection of the south right-of-way line of Farm-to-Market Road No. 844 with the northwest right-of-way line of the Kansas City Southern Railway Co. (formerly known as the Gulf, Colorado & Santa Fe Railway Co.) at chaining station 3963 + 19.4, and having Texas Coordinate System, North Central Zone coordinates of $X = 2,568,888.25$ and $Y = 7,054,938.18$ feet;

THENCE: with the northwest right-of-way line of the Kansas City Southern Railway Co., $N 51^{\circ}44'48" E$; passing the north right-of-way line of Farm-to-Market Road No. 844 at 187.1 feet; passing a slightly leaning right-of-way rail found at 2530.1 feet, 0.2 ft. left of line; passing Birmingham Street at 2655 feet; passing Jackson Street at 2896 feet; passing Ballard Street at 3442.8 feet; passing a five-eighths inch iron rod set at 3784.21 feet; passing a right-of-way rail at 3784.21 feet, 89.98 feet left of line; passing First Street at 3919 feet; passing Oak Street at 4124 feet, in all, a distance of 4182.85 feet to a five-eighths inch iron rod set in asphalt for a corner in the south line of the tract described by deed recorded in Volume 3344, Page 420, Deed Records, Collin County, Texas;

THENCE: with the said tract line, $N 89^{\circ}48'30" E$, a distance of 31.20 feet to a five-eighths inch iron rod set in asphalt for corner;

THENCE: continuing with the said line, $N 51^{\circ}44'48" E$; passing Second Street at 189 feet; a found leaning right-of-way rail at 211.5 feet, 118.8 feet left of line, passing a leaning right-of-way rail at 418.1 feet, 118.4 feet left of line; in all, a distance of 821.82 feet to a five-eighths inch iron rod set to replace a nail in Marble Street;

THENCE: with the said tract line in Marble Street, $N 89^{\circ}57'34" W$, a distance of 31.20 feet to a five-eighths inch iron rod set to replace a found nail;

THENCE: $N 51^{\circ}44'48" E$; passing a leaning right-of-way rail at 1016.2 feet; 100.9 feet left of line at chaining station 4021 + 18.4; passing Brown Street, 1068 feet, in all a distance of 4491.65 feet to a five-eighths inch iron rod set for a corner, and at chaining station 4056 + 96.7;

THENCE: crossing the Kansas City Southern Railway Co. right-of-way, $S 38^{\circ}15'14" E$, a distance of 99.98 feet to a five-eighths inch iron rod set for corner in the southeast right-of-way of said railroad right-of-way and having Texas Coordinate System, North Central Zone coordinates of $X = 2,574,212.57$ and $Y = 7,080,802.84$ feet;

THENCE: with the southeast right-of-way of the Kansas City Southern Railway Co. and the northwest right-of-way of State Highway No. 78, $S 51^{\circ}44'48" W$; passing a wood post at 1557.8 feet, 0.2 feet right of line; passing a leaning wood post at 1804.8 feet, 0.8 feet right of line; passing a wood post at 2057.8 feet, 0.5 feet right of line; passing a wood post remainder at 3083.4 feet, 0.5 feet right of line; passing Brown Street at 3203 feet; passing a wood post at 3658.3 feet, 0.5 ft. right of line; passing Marble Street at 4371 feet; passing Second Street at 4879 feet; passing Oak Street at 5088 feet; passing First Street at 6420 feet; passing a five-eighths inch iron rod set at 5611.72 feet; passing Ballard Street at 6912.4 feet; passing Jackson Street at 8344 feet; passing Birmingham Street at 8781 feet; passing a leaning right-of-way rail at 7338.5 feet, 0.4 ft. right of line; in all, a distance of 8198.8 feet to a five-eighths inch iron rod set for corner in the south right-of-way line of Farm-to-Market Road No. 844; from which a rail found bears $S 51^{\circ}44'48" W$, 1019.4 feet;

THENCE: with the said right-of-way line, $N 18^{\circ}28'03" W$; passing a one-half inch iron rod with a Texas Department of Highways & Transportation aluminum cap at 1.8 feet; in all, a distance of 28.08 feet to a one-half inch iron rod with an aluminum cap;

THENCE: concluding with the said right-of-way line, $N 88^{\circ}27'08" W$, a distance of 113.48 feet to the Place of Beginning and containing 20.898 acres of land, more or less as surveyed by John Hall, Jr., P.L.S. 81870 during the months of October, November and December, 1898. Bearings, distances and coordinates shown herein are grid per the Texas Coordinate System, North Central Zone 1983-1996 datum. Areas shown are surfaces. To obtain surface distances, multiply distances shown by 1.0001512. All corners set and/or found are capped and/or identified.

EXHIBIT "B"

See exceptions listed in First American Title Insurance Company Commitment No. 001, GF No. 98 RO8745 SJ1

EXHIBIT "C"

SPECIAL WARRANTY DEED

EFFECTIVE DATE: [Closing Date]

GRANTOR: CITY OF WYLIE, TEXAS, a Texas municipal corporation

GRANTOR'S MAILING ADDRESS: P. O. Box 428, Wylie
Collin County, Texas 75098

GRANTEE: THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri
corporation

GRANTEE'S MAILING ADDRESS: 114 West Eleventh Street, Kansas City,
Jackson County, Missouri 64105-1804

CONSIDERATION: (i) Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, and (ii) pursuant to the terms of an Agreement among Grantor, Grantee, and Collin County, Texas.

PROPERTY: The real property described in Exhibit "A" attached hereto and made a part hereof together with all improvements located thereon, including any and all rights, privileges and appurtenances, if any, thereunto belonging.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: All matters and items listed in Exhibit "B" attached hereto and made a part hereof.

Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold the Property to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through and under Grantor but not otherwise and except as to the Reservations From and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

CITY OF WYLIE, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____,
_____, by _____, _____ of the CITY OF
WYLIE, TEXAS, a Texas municipal corporation, who stated that he executed the same for the
purposes and consideration therein expressed, and in the capacity therein stated, and as the act and
deed of said municipality.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Being a tract of land situated in the S.B. Shelby Survey, Abstract No. 820, City of Wylie, Collin County, Texas, and being that certain tract of land conveyed to the City of Wylie by deed recorded in Volume 279, Page 511, Deed Records, Collin County, Texas, and being more particularly described as follows:

Beginning at a 1/2 inch iron rod set in the south right-of-way line of the Dallas Area Rapid Transit tract (100' R.O.W.) for the northwest corner of a Lot 17 of Wylie Industrial Park, an addition to the City of Wylie according to the Plat thereof recorded in Volume A, Page 177, Map Records, Collin County, Texas:

Thence, S 05° 13' 00" W, along the west line of said Addition, a distance of 894.05 feet to a 1/2 inch iron rod set for corner in the north right-of-way line of F.M. 544;

Thence, S 89° 37' 38" W, along the north right-of-way line of F.M. 544, a distance of 88.28 feet to a 1/2 inch iron rod found for corner;

Thence, N 01° 48' 34" E, a distance of 874.79 feet to a 1/2 inch iron rod set for corner in the south right-of-way line of Dallas Area Rapid Transit tract;

Thence, N 86° 37' 53" E, along said south right-of-way line, a distance of 188.76 feet to the Point of Beginning and containing 121,248 square feet or 2.78 acres of land.

All of the subject property lies within Zone A (areas inundated by the 100 year flood; no base flood elevations determined) according to the Flood Insurance Rate Map Community Panel No. 480085C0470 G, dated January 19, 1996.

EXHIBIT "B"

[to come]

and other easements upon the Grantor Property as may be necessary to fully enjoy the benefits of the Temporary Easement granted herein.

3. **Amendment.** The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only by amendment, in writing, executed and acknowledged by both Grantor and Grantee, duly recorded in the office of the recorder in and for Collin County, Texas; but this Agreement may not otherwise be abrogated, modified, rescinded, or amended, in whole or in part.

4. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

TO HAVE AND TO HOLD said Easement together with, all and singular, all rights, privileges and hereditaments thereto in anywise belonging, unto Grantee forever.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR:

THE CITY OF WYLIE, TEXAS

ATTEST:

By: _____
City Secretary

By: _____

GRANTEE:

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

By: _____

When recorded, return to:

The Kansas City Southern Railway Company
c/o Ronald M. Hanson, Esq.
Worsham, Forsythe, & Wooldridge, L.L.P.
1601 Bryan, Suite 3000
Dallas, Texas 75201

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____,
by _____, _____ of THE CITY OF WYLIE, TEXAS,
a Texas municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

Notary's Printed Name

My Commission Expires: _____

STATE OF MISSOURI §
 §
COUNTY OF JACKSON §

This instrument was acknowledged before me on the _____ day of _____, _____,
by _____, _____ of THE KANSAS
CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation, on behalf of said corporation.

Notary Public, State of Missouri

Notary's Printed Name

My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

Being a tract of land situated in the S.B. Shelby Survey, Abstract No. 820, City of Wylie, Collin County, Texas, and being that certain tract of land conveyed to the City of Wylie by deed recorded in Volume 279, Page 511, Deed Records, Collin County, Texas, and being more particularly described as follows:

Beginning at a 1/2 inch iron rod set in the south right-of-way line of the Dallas Area Rapid Transit tract (100' R.O.W.) for the northwest corner of a Lot 17 of Wylie Industrial Park, an addition to the City of Wylie according to the Plat thereof recorded in Volume A, Page 177, Map Records, Collin County, Texas:

Thence, S 08° 13' 00" W, along the west line of said Addition, a distance of 894.05 feet to a 1/2 inch iron rod set for corner in the north right-of-way line of F.M. 544;

Thence, S 89° 37' 38" W, along the north right-of-way line of F.M. 544, a distance of 88.28 feet to a 1/2 inch iron rod found for corner;

Thence, N 01° 48' 34" E, a distance of 874.79 feet to a 1/2 inch iron rod set for corner in the south right-of-way line of Dallas Area Rapid Transit tract;

Thence, N 86° 37' 53" E, along said south right-of-way line, a distance of 188.76 feet to the Point of Beginning and containing 121,248 square feet or 2.78 acres of land.

All of the subject property lies within Zone A (areas inundated by the 100 year flood; no base flood elevations determined) according to the Flood Insurance Rate Map Community Panel No. 480085C0470 G, dated January 19, 1996.

QUITCLAIM DEED

EFFECTIVE DATE: [Closing Date]

GRANTOR: CITY OF WYLIE, TEXAS, a Texas municipal corporation

GRANTOR'S MAILING ADDRESS: P. O. Box 428, Wylie
Collin County, Texas 75098

GRANTEE: THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation

GRANTEE'S MAILING ADDRESS: 114 West Eleventh Street, Kansas City,
Jackson County, Missouri 64105-1804

CONSIDERATION: This quitclaim deed is executed and delivered for good and valuable consideration pursuant to the terms of an agreement among Grantor, Grantee and the Collin County, Texas.

PROPERTY: The real property described in Exhibit "A" attached hereto and made a part hereof together with all improvements located thereon, including any and all rights, privileges and appurtenances, if any, thereunto belonging.

Grantor, for the Consideration, quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and hold the Property to Grantee, Grantee's successors or assigns forever. Neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right or title to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

CITY OF WYLIE, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____ of the CITY OF WYLIE, TEXAS, a Texas municipal corporation, who stated that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said municipality.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT "A"

2536 320

FIELD NOTE DESCRIPTION

BEING a 1.000 acre tract of land situated in the Francisco de la Pina Survey, Abstract No. 628 in the City of Wylie, Collin County, Texas and being a portion of a 41.845 acre tract of land as recorded in Volume 2056, Page 165 of the Deed Records of Collin County, Texas (DRCCT) and being a portion of a 1.1072 acre tract of land as recorded in Volume 2503, Page 561 (DRCCT) and being more particularly described as follows:

COMMENCING at the point of intersection of the most easterly corner of said 41.845 acre tract of land with the northerly right-of-way line of the Atchison, Topeka and Santa Fe Railroad (150 feet wide at this point) as recorded in Volume 457, Page 256 and Volume 1473, Page 812 (DRCCT);

THENCE along the southerly line of said 41.845 acre tract of land and following the northerly right-of-way line of said Atchison, Topeka and Santa Fe Railroad, South 81°51'05" West a distance of 753.30 feet to the POINT OF BEGINNING of the herein described tract of land;

THENCE continuing along the southerly line of said 41.845 acre tract of land and the northerly right-of-way line of said Atchison, Topeka and Santa Fe Railroad, South 81°51'05" West a distance of 171.28 feet to a point for corner;

THENCE departing the southerly line of said 41.845 acre tract of land and the northerly right-of-way line of said Atchison, Topeka and Santa Fe Railroad, North 01°48'33" East a distance of 272.12 feet to a point for corner in the northerly line of said 1.1072 acre tract of land;

THENCE along the northerly line of said 1.1072 acre tract of land, South 88°15'27" East a distance of 169.29 feet to a point for the northeast corner of said 1.1072 acre tract of land;

THENCE along the easterly line of said 1.1072 acre tract of land, South 01°48'33" West a distance of 242.50 feet to the POINT OF BEGINNING and containing within these metes and bounds 1.000 acres or 43,569 square feet of land, more or less and being subject to easements of record.

EXHIBIT "E"

QUITCLAIM DEED

EFFECTIVE DATE: [Closing Date]

GRANTOR: CITY OF WYLIE, TEXAS, a Texas municipal corporation

GRANTOR'S MAILING ADDRESS: P. O. Box 428, Wylie
Collin County, Texas 75098

GRANTEE: THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri
corporation

GRANTEE'S MAILING ADDRESS: 114 West Eleventh Street, Kansas City,
Jackson County, Missouri 64105-1804

CONSIDERATION: This quitclaim deed is executed and delivered for good and valuable consideration pursuant to the terms of an agreement among Grantor, Grantee and the Collin County, Texas.

PROPERTY: The real property described in Exhibit "A" attached hereto and made a part hereof together with all improvements located thereon, including any and all rights, privileges and appurtenances, if any, thereunto belonging.

Grantor, for the Consideration, quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and hold the Property to Grantee, Grantee's successors or assigns forever. Neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right or title to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

2. **Grant of Aerial Easement.** Grantor has granted, sold and conveyed, and by these presents does hereby grant, sell and convey unto Grantee, a non-exclusive, perpetual aerial easement for the sole purpose of permitting the Spring Creek Parkway overpass constructed pursuant to the Temporary Easement to exist over the Intersection.

3. **Non-exclusive Benefit.** Grantor hereby reserves the right, for itself and its successors and assigns, to grant such other easements, rights, rights-of-way and privileges over, across and under the Intersection; provided, however, any such easements, rights, rights-of-way and privileges hereinafter granted over, across or under the Intersection shall not interfere with the use of the Temporary Easement or Permanent Easement herein granted.

4. **Maintenance.** Grantee shall pay all cost and expense incident to the construction, installation, maintenance, repair, replacement and removal of the Spring Creek Parkway road and bridge facilities constructed pursuant to Section 1. Grantee shall be responsible for the maintenance, landscaping, cleaning, repair, insuring and lighting of the Intersection. The Spring Creek Parkway overpass shall be maintained in good condition and repair, reasonably clean and free of rubbish and other hazards which may fall upon Grantor's railroad facilities. Ad valorem taxes and assessments and other requirements or incidentals of ownership of the Intersection shall be borne by Grantor, subject to reimbursement by Grantee for any such ad valorem taxes or assessments attributable to Grantee's road and bridge improvements thereon.

5. **Condemnation Award.** In the event of condemnation by any duly constituted authority for a public or quasi-public use of all or any part of the Intersection, the entire award shall be payable to Grantor and no claim thereon shall be made by the Grantee.

6. **Amendment.** The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only by amendment, in writing, executed and acknowledged by both Grantor and Grantee, duly recorded in the office of the recorder in and for Collin County, Texas; but this Agreement may not otherwise be abrogated, modified, rescinded, or amended, in whole or in part.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8. **Termination.** This Agreement will terminate, without notice or other action by Grantor, in the event Grantee has not completed the construction of improvements contemplated by the Temporary Easement on or before December 21, 2024.

TO HAVE AND TO HOLD said Easement together with, all and singular, all rights, privileges and hereditaments thereto in anywise belonging, unto Grantee forever.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SIGNED this ____ day of _____, _____.

GRANTOR:

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

By: _____

GRANTEE:

THE CITY OF WYLIE, TEXAS

By: _____

When recorded, return to:

The Kansas City Southern Railway Company
c/o Ronald M. Hanson, Esq.
Worsham, Forsythe, & Wooldridge, L.L.P.
1601 Bryan, Suite 3000
Dallas, Texas 75201

STATE OF MISSOURI §
 §
COUNTY OF JACKSON §

This instrument was acknowledged before me on the _____ day of _____, 1998,
by _____, _____ of THE KANSAS
CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation, on behalf of said corporation.

Notary Public, State of Missouri

Notary's Printed Name

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____,
1998, by _____, _____ of THE CITY OF
WYLIE, TEXAS, a Texas municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

Notary's Printed Name

My Commission Expires: _____

EXHIBIT A

Metes and Bounds Description

0.239 of an Acre
Francisco De La Pina Survey, Abstract No. 688
City of Wylie, Collin County, Texas

BEING a tract of land situated in the Francisco De La Pina Survey, Abstract No. 688 in the City of Wylie, Collin County, Texas and being a portion of an 100-foot wide St. Louis Southwestern Railway right-of-way and being more particularly described by metes and bounds as follows (bearings referenced to the northwesterly line of Lot 1, Block B, Woodlake Village Two, as recorded in Cabinet I at Page 520 M.R.C.C.T.):

COMMENCING at the north corner of Lot 1, Block B, Woodlake Village Two, an Addition to the City of Wylie, according to the Plat thereof recorded in Cabinet I at Page 520 of the Map Records of Collin County, Texas (M.R.C.C.T.), same being on the southeast right-of-way line of said 18-foot wide public road;

THENCE in a northwesterly direction, along the arc of a non-tangent curve to the left, through a central angle of $00^{\circ}44'14''$, having a radius of 1450.00 feet, a chord bearing of North $46^{\circ}54'04''$ West, a chord distance of 18.65 feet and an arc length of 18.65 feet to a point for corner on the curving northwest right-of-way line of said public road and the southeast line of said 100-foot wide St. Louis Southwestern Railway right-of-way, said point being the POINT OF BEGINNING;

THENCE departing said northwest right-of-way line of the 18-foot wide road and the southeast line of said railway right-of-way and continuing along the arc of said curve to the left, through a central angle of $04^{\circ}09'23''$, having a radius of 1450.00 feet, a chord bearing of North $49^{\circ}20'53''$ West, a chord distance of 103.17 feet and an arc length of 103.19 feet to a point on the curving northwest line of said railway right-of-way, said curve being a non-tangent curve to the left;

THENCE along the northwest right-of-way line of said railway right-of-way and along the arc of said curve to the left, through a central angle of $02^{\circ}08'57''$, having a radius of 2814.79 feet, a chord bearing of North $57^{\circ}56'23''$ East, a chord distance of 103.58 and an arc length of 103.58 feet to a point for corner, said point being the beginning of a non-tangent curve to the right;

THENCE departing the northwest line of said railway right-of-way and along the arc of said curve to the right, through a central angle of $03^{\circ}49'28''$, having a radius of 1550.00 feet, a chord bearing of South $48^{\circ}13'11''$ East, a chord distance of 103.44 feet and an arc length of 103.46 feet to a point for corner on the northwest right-of-way line of said 18-foot wide public road and the southeast line of said railway, said curve being a non-tangent curve to the right;

THENCE along the curving northwest right-of-way line of said public road right-of-way and along the arc of said curve to the right, through a central angle of $02^{\circ}01'38''$, having a radius of 2914.79 feet, a chord bearing of South $57^{\circ}20'59''$ West, a chord distance of 103.12 feet and an arc length of 103.13 feet to the POINT OF BEGINNING and CONTAINING 0.239 of an acre of land, more or less.

EXHIBIT "G"

SPECIAL WARRANTY DEED

EFFECTIVE DATE: [Closing Date]

GRANTOR: COLLIN COUNTY, TEXAS, a corporate and political body of the State of Texas

GRANTOR'S MAILING ADDRESS: Collin County Courthouse, 210 South McDonald Street, McKinney, Collin County, Texas 75069

GRANTEE: THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation

GRANTEE'S MAILING ADDRESS: 114 West Eleventh Street, Kansas City, Jackson County, Missouri 64105-1804

CONSIDERATION: (i) Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, and (ii) the conveyance of certain real property located in Collin County, Texas and described in a special warranty deeds of even date herewith from Grantee, as grantor, to Grantor, as grantee.

PROPERTY: The real property described in Exhibit "A" attached hereto and made a part hereof together with all improvements located thereon, including any and all rights, privileges and appurtenances, if any, thereunto belonging.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: All matters and items listed in Exhibit "B" attached hereto and made a part hereof.

Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold the Property to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through and under Grantor but not otherwise and except as to the Reservations From and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXHIBIT "A"

LEGAL DESCRIPTION

1.648 Acre Tract out of the FRANCISCO de la PINA SURVEY A-688
and the WM. C. TWITTY SURVEY, A-918
Wylie, Collin County, Texas

BEING all that certain parcel, tract or strip of land out of the FRANCISCO de la PINA SURVEY, A-688, and the Wm. C. TWITTY SURVEY, A-918, in Collin County, Texas and that strip of land more commonly known as County Road #384 or Skyview Road;

BEGINNING at a point for corner in the center of County Road #384 at the southern intersection of the south right-of-way of the Kansas City Southern Railway Company (formerly the A.T. & S.F. Railroad) right-of-way, and having Texas Coordinate System, North Central Texas, (1983-1996) datum of $X=2,584,182.325$ and $Y=7,063,294.598$ feet;

THENCE: with the said centerline, $N 0^{\circ}20'10'' W$, a distance of 25.27 feet to a point for corner in the northern south right-of-way line of the Kansas City Southern Railway Co.;

THENCE: with the said right-of-way line, $S 81^{\circ}16'36'' W$, a distance of 25.27 feet to a point for corner in the west right-of-way of County Road #384;

THENCE: with the said west right-of-way line, $N 0^{\circ}20'10'' W$, a distance of 1527.29 feet to a point for corner in the northeast right-of-way line of the Kansas City Southern Railway Co. (formerly the St. Louis and Southwestern Railroad Right-of-way) and in a tangent curve to the left having a central angle of $37^{\circ}25'41''$ and a radius of 242.82 feet and whose center bears $N 89^{\circ}39'50'' E$;

THENCE: with the said curve, an arc distance of 158.62 feet to a point for corner in the east right-of-way of County Road No. 384; and having coordinates of $X=2,584,199.10$ and $Y=7,064,695.96$ feet;

THENCE: with the east right-of-way line of County Road No. 384, $S 0^{\circ}20'10'' E$, a distance of 1397.60 feet to a point for corner in the southern south right-of-way line of the Kansas City Southern Railway Co.;

THENCE: with the said right-of-way line, $S 81^{\circ}16'10'' W$, a distance of 25.27 feet to the Place of Beginning and containing 1.648 acres of land, more or less as surveyed by John Naft, Jr., r.p.l.s. Bearings, distances and coordinates shown hereon are grid per the Texas Coordinate System, North Central Zone (1983-1996) datum. To obtain surface distances, multiply by 1.0001512. Areas shown are surface.

EXHIBIT "B"

See exceptions listed in First American Title Insurance Company Commitment No. 002, GF No. 98R12069 SJ1

Exception B9b, easement to United States in Vol. 477, Page 24 DRCCT, to be deleted.

2. Use. Although nothing contained in this Agreement shall ever be deemed to create a dedication of all or any portion of the Grantor Property to the general public or for any public use or public purpose whatsoever, Grantee shall be and is hereby authorized to create drainage, utility, and other easements upon the Grantor Property as may be necessary to fully enjoy the benefits of the Temporary Easement granted herein.

3. Amendment. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only by amendment, in writing, executed and acknowledged by both Grantor and Grantee, duly recorded in the office of the recorder in and for Collin County, Texas; but this Agreement may not otherwise be abrogated, modified, rescinded, or amended, in whole or in part.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

TO HAVE AND TO HOLD said Easement together with, all and singular, all rights, privileges and hereditaments thereto in anywise belonging, unto Grantee forever.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR:

COLLIN COUNTY, TEXAS

By: _____

GRANTEE:

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

By: _____

When recorded, return to:

The Kansas City Southern Railway Company
c/o Ronald M. Hanson, Esq.
Worsham, Forsythe, & Wooldridge, L.L.P.
1601 Bryan, Suite 3000
Dallas, Texas 75201

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 1998,
by _____, _____ of COLLIN COUNTY, TEXAS, a
corporate and political body of the State of Texas, on behalf of said corporate and political body.

Notary Public, State of Texas

Notary's name printed

My Commission Expires: _____

STATE OF MISSOURI §
 §
COUNTY OF JACKSON §

This instrument was acknowledged before me on the _____ day of _____, 1998,
by _____, _____ of THE KANSAS
CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation, on behalf of said corporation.

Notary Public, State of Missouri

Notary's name printed

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

1.648 Acre Tract out of the FRANCISCO de la PINA SURVEY A-688
and the WM. C. TWITTY SURVEY, A-918
Wylie, Collin County, Texas

BEING all that certain parcel, tract or strip of land out of the FRANCISCO de la PINA SURVEY, A-688, and the Wm. C. TWITTY SURVEY, A-918, in Collin County, Texas and that strip of land more commonly known as County Road #384 or Skyview Road;

BEGINNING at a point for corner in the center of County Road #384 at the southern intersection of the south right-of-way of the Kansas City Southern Railway Company (formerly the A.T. & S.F. Railroad) right-of-way, and having Texas Coordinate System, North Central Texas, (1983-1996) datum of X=2,584,182.325 and Y=7,063,294.598 feet:

THENCE: with the said centerline, N 0°20'10" W, a distance of 25.27 feet to a point for corner in the northern south right-of-way line of the Kansas City Southern Railway Co.;

THENCE: with the said right-of-way line, S 81°16'36" W, a distance of 25.27 feet to a point for corner in the west right-of-way of County Road #384;

THENCE: with the said west right-of-way line, N 0°20'10" W, a distance of 1527.29 feet to a point for corner in the northeast right-of-way line of the Kansas City Southern Railway Co. (formerly the St. Louis and Southwestern Railroad Right-of-way) and in a tangent curve to the left having a central angle of 37°25'41" and a radius of 242.82 feet and whose center bears N 89°39'50" E;

THENCE: with the said curve, an arc distance of 158.62 feet to a point for corner in the east right-of-way of County Road No. 384; and having coordinates of X=2,584,199.10 and Y=7,064,696.98 feet;

THENCE: with the east right-of-way line of County Road No. 384, S 0°20'10" E, a distance of 1397.60 feet to a point for corner in the southern south right-of-way line of the Kansas City Southern Railway Co.;

THENCE: with the said right-of-way line, S 81°16'10" W, a distance of 25.27 feet to the Place of Beginning and containing 1.648 acres of land, more or less as surveyed by John Nall, Jr., r.p.l.s. Bearings, distances and coordinates shown hereon are grid per the Texas Coordinate System, North Central Zone (1983-1996) datum. To obtain surface distances, multiply by 1.0001512. Areas shown are surface.

EXHIBIT "I"

SPECIAL WARRANTY DEED

EFFECTIVE DATE: [Closing Date]

GRANTOR: THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation

GRANTOR'S MAILING ADDRESS: 114 West Eleventh Street, Kansas City, Jackson County, Missouri 64105-1804

GRANTEE: COLLIN COUNTY, TEXAS, a corporate and political body of the State of Texas

GRANTEE'S MAILING ADDRESS: Collin County Courthouse, 210 South McDonald Street, McKinney, Collin County, Texas 75069

CONSIDERATION: (i) Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, and (ii) the conveyance of certain real property located in Collin County, Texas and described in a special warranty deed of even date herewith from Grantee, as grantor, to Grantor, as grantee.

PROPERTY: The real property described in Exhibit "A" attached hereto and made a part hereof together with all improvements located thereon, including any and all rights, privileges and appurtenances, if any, thereunto belonging.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: All matters and items listed in Exhibit "B" attached hereto and made a part hereof.

Grantor, for the Consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold the Property to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through and under Grantor but not otherwise and except as to the Reservations From and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

By: _____

Name: _____

Title: _____

THE STATE OF MISSOURI §

§

COUNTY OF JACKSON §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, _____ of THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri corporation, who stated that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said corporation.

Notary Public, State of Missouri

My Commission Expires: _____

EXHIBIT "A"

SAVE AND EXCEPT that portion of the foregoing which extends beyond the as-built re-route of the Skyview right-of-way.

LEGAL DESCRIPTION
9.947 Acres out of the
FRANCISCO DE LA PINA SURVEY A-688
WM. C. TWITTY SURVEY A-918
Collin County, Texas

Being all that certain tract, parcel, or strip of land out of the Francisco De La Pina Survey A-688 and the Wm. C. Twitty Survey A-918 in Collin County, Texas and being that strip of land more commonly known as the Saint Louis and Southwestern railroad right-of-way out of the said survey according to the deeds recorded in Volume 44, Pages 189, 191, and 197, Deed Records of Collin County, Texas and more particularly described as follows:

BEGINNING at a point for corner that is the intersection of the west right-of-way line of County, Road # 384 with the northeast right-of-way line of the Kansas City Southern Railway Co (formally the Saint Louis and Southwestern Railroad) having Texas Coordinate System, North Central Zone (1983-1996) coordinates of $x = 2584148.24$ and $y = 7064843.24$ feet;

THENCE: with the northeast right-of-way line of the Kansas City Southern Railway Co. (formally the Saint Louis and Southwestern Railroad), $S 54^{\circ}18'16'' E$, a distance of 2521.44 feet to the beginning of a tangent curve to the right having a central angle of $24^{\circ}54'$ and a radius of 1525.21 feet:

THENCE: with the said right-of-way curve, an arc distance of 662.84 feet to the end of said curve;

THENCE: continuing with the said northeast right-of-way line, $S 29^{\circ}24'15'' E$, a distance of 441.23 feet to the beginning of a tangent curve to the left having a central angle of $35^{\circ}02'11''$ and a radius of 1388.20 feet;

THENCE: with the said right-of-way curve, an arc distance of 848.88 feet to a point for corner in the south line of the Wm. Twitty Survey A-918, having Texas Coordinate System, North Central Zone, (1983-1996) coordinates of $x = 2587961.84$ and $y = 7061927.01$ feet;

THENCE: with the said survey line, $S88^{\circ}54'' W$, a distance of 199.06 feet to a point for a corner in the southwest right-of-way line of the Kansas City Southern Railway Co. (formally the Saint Louis and Southwestern Railroad), and in a tangent curve to the right having a central angle of $28^{\circ}10'15''$ and a radius of 1488.18 feet; and whose center bears $N 32^{\circ}25' 29'' E$;

THENCE: with the said right-of-way curve, an arc distance of 731.70 feet to the end of said curve;

THENCE: continuing with the said right-of-way, $N 29^{\circ}24'16'' W$, a distance of 441.23 feet to the beginning of a tangent curve to the left having a central angle of $24^{\circ}54'$ and a radius of 1425.23 feet;

THENCE: with the said right-of-way curve, an arc distance of 619.39 feet to the end of said curve;

THENCE: with the said southwest right-of-way line, $N 54^{\circ}18'16'' W$, a distance of 2325.07 feet to the beginning of a tangent curve to the right having a central angle of $53^{\circ}58'06''$ and a radius of 242.82 feet;

THENCE: leaving the said southwest right-of-way line, an arc distance of 228.72 feet to the place of beginning and containing 9.947 acres of land more or less as surveyed by John Nail Jr rpts during the month of November 1998. all bearings, distances, and coordinates shown here on are grid per the Texas Coordinate System, North Central Zone (1983-1996 datum). To obtain surface distances, multiply by 1.0001512. Areas shown are surface.

EXHIBIT "B"

See exceptions listed in First American Title Insurance Company Commitment No. 002, GF No. 98R12067 SJ1.

EXHIBIT "J"

ESCROW AGREEMENT

This Escrow Agreement (this "Agreement") is made by and among the City of Wylie, Texas, (the "City"), Collin County, Texas, (the "County"), Kansas City Southern Railway Company ("KCS"), and Republic Title of Texas, Inc., ("Escrow Agent"), to be effective the 26th day of January, 1999 ("Effective Date").

RECITALS:

A. The City, the County, and KCS entered into an agreement (the "Contract") for the sale and exchange of certain tracts of land (the "Properties") situated in Collin County, Texas and more fully described in the documents delivered to Escrow Agent pursuant hereto. The sale and exchange of the Properties is incident to the construction and development by KCS of a classification yard and related facilities as depicted in Exhibit "A" of the Contract.

B. The City, the County and KCS have delivered and intend to deliver to Escrow Agent, to hold in escrow, the documents necessary to consummate the transactions contemplated by the Contract. Escrow Agent has agreed to hold and disburse such documents in accordance with the terms and provisions of this Agreement. This Agreement is that referenced in section 9.14 of the Contract and appended to the Contract as Exhibit "J".

NOW, THEREFORE, in consideration of the covenants, conditions and terms herein contained, the City, the County, KCS and Escrow Agent mutually agree as follows:

1. ESCROW

1.1. Delivery Into Escrow. From and after the Effective Date, the City, the County and KCS agree to deliver to Escrow Agent to be held in escrow the instruments and documents listed on Exhibit "A" attached hereto and made a part hereof (collectively, the "**Closing Documents**"), in accordance with the further provisions of the Contract. The Closing Documents are all of the instruments required to close the transaction contemplated by the Contract. However, the exhibits to certain of the Closing Documents are subject to being revised, and completed, by agreement of the parties to the Contract.

1.2. Receipt by Escrow Agent. Escrow Agent agrees, immediately upon receipt of same, to provide to each of the City, County and KCS a copy of a written acknowledgment of receipt of each Closing Document and Escrow Agent agrees to hold the Closing Documents in escrow strictly in accordance with the terms of this Agreement.

2. CLOSING OF ESCROW Escrow Agent agrees at Closing to deliver the Closing Documents to the respective parties in the manner contemplated by the Contract and pursuant to written closing instructions provided by the parties prior to Closing.

3. **ESCROW AGENT**

3.1. **Responsibilities of Escrow Agent.** The City, the County and KCS agree that the Escrow Agent shall have no responsibility except for the safekeeping and handling of the items, instruments and documents deposited with Escrow Agent pursuant to this Agreement and will not be obligated to undertake, to execute, or to perform, as agent for any party, any provision or stipulation contained in any of said items, instruments, or documents. Additionally, Escrow Agent shall not be liable for any depreciation in or change of the value of the items deposited with Escrow Agent hereunder; shall not be liable for any act or thing done or caused to be done by it under or pertaining to this Escrow Agreement or the items, instruments or documents deposited with it pursuant to this Agreement, except for the negligence or willful misconduct of Escrow Agent; and in the event of any conflicting demands made upon Escrow Agent, it may withhold performance under instructions contained in this Agreement until said conflicting demands are withdrawn or until the rights of the respective parties shall have been settled by a court of competent jurisdiction. Escrow agent shall be entitled to rely on signatures and instructions from all parties hereto without having to undertake any inquiry as to due authorization for same, the validity thereof, or whether such authorizations or instructions are genuine.

3.2. **Resignation of Escrow Agent.** Escrow Agent may resign as Escrow Agent under this Agreement by giving written notice to the City, the County and KCS in accordance with the terms of this Agreement at least thirty (30) days prior to the effective date of such resignation. Thereafter, Escrow Agent shall deliver any remaining items held pursuant to this Agreement upon the joint written and signed order of the City, the County and KCS. If no such order is received by Escrow Agent within thirty (30) days after the giving of such notice, Escrow Agent is authorized and empowered to deposit all of same into the registry of a court of competent jurisdiction.

3.3. **Removal of Escrow Agent.** The City, the County and KCS, acting jointly, may remove Escrow Agent, with or without cause, and appoint a substitute escrow agent or otherwise designate the disposition of the Closing Documents without other formality than giving written notice to Escrow Agent at Escrow Agent's address set forth below, in which event Escrow Agent shall deliver the Closing Documents held by Escrow Agent hereunder in accordance with the joint written and signed instructions of the City, the County and KCS, and shall thereupon be deemed to be removed as of the date designated in such notice, or if no date is designated, as of the date such delivery is made. Upon delivery of the Closing Documents to the substitute escrow agent or as otherwise instructed by the parties pursuant to this paragraph, Escrow Agent shall be released from all liability hereunder.

4. **MISCELLANEOUS**

4.1. **Notice.** Any notice or other communication provided or required to be given hereunder shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested. All notices hereunder shall be addressed to the person(s) to receive such notice at the addresses referenced below forth below and shall be delivered to them at such addresses.

Notices given by personal delivery shall be deemed given and received when received at the proper address stated herein. Notices given by certified mail shall be deemed given and received when deposited with the U.S. Postal Service, postage prepaid. The addresses of the respective parties hereto for notices hereunder are the same as that set forth in section 8.1 of the Contract. The address of the Escrow Agent is set forth below.

4.2. **No Oral Modification.** This Agreement may not be modified, amended or altered except by an agreement in writing signed by the City, the County, KCS and Escrow Agent.

4.3. **Governing Law.** This Agreement has been prepared, is being executed and delivered, and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement and interpretation of this Agreement.

4.4. **Severability.** If any covenant, provision, or agreement of this Agreement shall be held illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that this Agreement shall otherwise continue in full force and effect. It is the further intention of the parties that in lieu of each covenant, provision, or agreement of this instrument that is held illegal, invalid, or unenforceable, there be added as a part hereof a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

4.5. **Entirety.** This Agreement embodies the entire agreement between the parties, and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof.

4.6. **Binding Effect and Assignment.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives; provided, however, that no party hereto may, without the prior written consent of the other parties, assign any rights, powers, duties, or obligations hereunder; and further provided, however, that this Agreement shall not inure to the benefit of any party other than the parties to this Agreement.

4.7. **Headings.** Section headings are for convenience of reference only and shall in no way affect the interpretation of this Agreement.

4.8. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

4.9. **Time of the Essence.** Time is of the essence of this Agreement.

EXECUTED to be effective as of the Effective Date.

CITY:

CITY OF WYLIE, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

City Secretary

COUNTY:

COLLIN COUNTY, TEXAS

By: _____

Name: _____

Title: _____

KCS:

**KANSAS CITY SOUTHERN RAILWAY
COMPANY**

By: _____

Name: _____

Title: _____

ESCROW AGENT:

Republic Title of Texas, Inc.
300 Crescent Court, Suite 120
Dallas, TX 75201

By: _____
Name: _____
Title: _____

draft-esc.wpd

**EXHIBIT A
TO
ESCROW AGREEMENT**

DATED January 26, 1999

CLOSING DOCUMENTS

1. Special Warranty Deed from KCS to Collin County, Texas conveying 78 ROW property.
2. Special Warranty Deed from KCS to Collin County, Texas conveying Re-Route of Skyview Drive.
3. Special Warranty Deed from Collin County to KCS conveying closed portion of Skyview Drive.
4. Special Warranty Deed(s) from City of Wylie to KCS conveying Animal Shelter and the Service Center.
5. Quit Claim Deed from City of Wylie to KCS conveying "Lot 205".

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the ___ day of August, 1999, between the City of Wylie, Texas (the "City"), a Texas municipal corporation, and The Kansas City Southern Railway Company ("KCS"), a Missouri corporation.

WITNESSETH

WHEREAS, the City, KCS, and Collin County, Texas, (the "County") a corporate and political body of the State of Texas, entered into that certain Agreement as of January 26, 1999 (the "Original Agreement"), that provides in relevant part for KCS to remove its track from a segment of its right-of-way along Highway 78 (defined therein as the "78 ROW"), for KCS to connect its track to KCS's other track and right-of-way in the City as generally shown in the Original Agreement (defined therein as the "New Track Connection"), and for KCS to convey the 78 ROW to the County;

WHEREAS, the parties have determined that sewer lines, owned and maintained by the City, are in the path of the New Track Connection and should be relocated and replaced prior to its construction;

WHEREAS, although the Original Agreement does not expressly provide for the relocation and replacement of the sewer lines, the City and KCS have concurred that the sewer lines should be relocated and replaced and each has suggested that other bear the cost and responsibility for replacing and relocating the sewer lines, and, accordingly, a dispute has arisen between them;

WHEREAS, the parties desire to resolve the above described dispute amicably pursuant to paragraph 9.7 of the Original Agreement without resort to litigation and to avoid its attendant cost, expense, uncertainty, and delay;

NOW THEREFORE, in consideration of the covenants, conditions, and terms herein contained, the parties mutually agree as follows:

ARTICLE ONE RELOCATION OF SEWER LINES

- 1.1 The City agrees to do all things reasonably necessary to replace and relocate the sewer lines in accordance with, and as more particularly described on, Exhibit "A," attached hereto and incorporated herein.
- 1.2 The City will use its best efforts to complete the replacement and relocation of the sewer lines, and to obtain a no further action letter with respect to the petroleum underground storage tank system formerly located at the Service Center described in the Original Agreement, on or before _____.

- 1.3 The City will pay all costs incurred in or related to replacing and relocating the sewer lines, including, without limitation, any and all costs, claims, damages, liabilities, expenses, including attorneys fees and consultants costs, judgments and orders arising out of or related to the relocation or replacement of the sewer line, including, but not limited to, any alleged liability of City or KCS to a third party, employee or governmental agency for injuries, damages or environmental investigation or remediation costs or obligations incurred or required, whether before or after the conveyance of the premises to KCS, in connection with or resulting from the relocation or replacement of the sewer line.
- 1.4 The City, or its contractors, shall at all times while performing on-site sewer line relocation and replacement services, implement health and safety worker protection standards in accordance with all applicable state and federal regulations, which standards may include the use of personal protective equipment and ambient air monitoring.
- 1.5 The City shall be solely responsible for the operation, maintenance, closure and replacement, in accordance with all applicable federal, state and local rules and regulations, of all groundwater monitoring wells located on the Premises.
- 1.6 KCS shall pay to the City the lesser of (a) One Hundred Thousand Dollars (\$100,000.00) or (b) twenty-nine percent (29%) of the total cost of replacement and relocation of the sewer lines, on or at the earlier of (i) the Closing described in the Original Agreement, or (ii) June 1, 2000.

ARTICLE TWO
AMENDMENT TO ORIGINAL AGREEMENT

- 2.1 KCS and the City agree that their rights and obligations *vis-a-vis* each other pursuant to the terms of the Original Agreement are hereby modified solely to expressly provide for the replacement and relocation of the sewer lines pursuant to the provisions hereof. Nothing in this Agreement shall be deemed to have modified any rights and obligations of the County or to have otherwise modified, amended, or waived any provision of the Original Agreement including, without limitation, regarding the rights and obligations of the City and KCS *vis-a-vis* each other.

IN WITNESS WHEREOF, the City of Wylie, Texas and The Kansas City Southern Railway Company have executed this Agreement in multiple counterparts, effective as of the date first above mentioned.

ATTEST:

CITY OF WYLIE:

By: _____

By: _____

Its: _____

Its: _____

**THE KANSAS CITY SOUTHERN
RAILWAY COMPANY:**

By: _____

Its: _____

ACKNOWLEDGED:

By: _____

By: _____

Helen Starnes

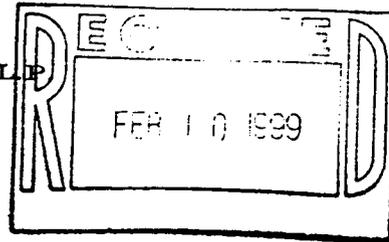
Ronald L. Harris

Its: County Clerk, Collin County, Texas

Its: County Judge, Collin County, Texas

WORSHAM, FORSYTHE & WOOLDRIDGE, L.L.P.
ATTORNEYS AND COUNSELORS AT LAW

ENERGY PLAZA
1601 BRYAN, 30TH FLOOR
DALLAS, TEXAS 75201-3402



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Client's Copy

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February 9, 1999

Lone Star Overnight #12916605
Mr. Richard Abernathy
ABERNATHY, RODER, ROBERTSON, ET AL.
101 E. Davis Street
McKinney, TX 75069

Lone Star Overnight #12916606
Mr. Greg Hudson
BICKERSTAFF, HEATH, SMILEY, ET AL.
816 Congress Avenue, Suite 1700
Austin, TX 78701-2443

RE: *Agreement Between the City of Wylie, Texas, Collin County, Texas, and the Kansas City Southern Railway Company (the "Agreement")*

Gentlemen:

Enclosed please find a an original copy of the Agreement regarding the above-referenced matter.

Best regards.

Very truly yours,

Wm. Stephen Boyd

WSB:mm
Enclosures