

A RESOLUTION

AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER SIX WITH I.O.I. SYSTEMS, INC. FOR THE KASHMERE MAINTENANCE FACILITY.

WHEREAS, an agreement was entered with I.O.I. Systems, Inc. for site improvements, underground utilities and paving for the Kashmere Bus Maintenance Facility; and

WHEREAS, because of conflict of the new deceleration and acceleration lanes and driveway paving with existing Texas Highway Department cables, certain cables must be replaced.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to negotiate and execute Change Order Number Six with I.O.I. Systems, Inc. for Kashmere Maintenance Facility.

Section 2: Total amount of the change order is \$18,682.

Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 13th day of August, 1980.

APPROVED this 13th day of August, 1980.

ATTEST:

Cindy A. Williams
~~Ninfa Laurenzo, Secretary~~
Assistant Secretary

APPROVED AS TO SUBSTANCE:

Walter Addison
Walter Addison, Executive
Director

Daniel C. Arnold
Daniel C. Arnold, Chairman of the Board

APPROVED AS TO FORM:

Thomas C. Oaker
Legal Counsel

A RESOLUTION

AUTHORIZING APPROVAL AND SUBMISSION OF BUDGET REVISIONS TO THE 1980 UNIFIED WORK PROGRAM.

WHEREAS, by Resolution No. 79-123 passed September 19, 1979, the MTA Board of Directors approved the 1980 Unified Work Program (UWP) for submittal to the Houston-Galveston Area Council (H-GAC); and

WHEREAS, additional funds are required for Work Element 4.7 during calendar year 1980 because of increased activity in Phase I - Alternatives Analysis; and

WHEREAS, certain work elements are currently being under-spent; and

WHEREAS, the proposed revision requires no increase in Unified Work Program funding for 1980.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: Metro's portion of the 1980 Unified Work Program be amended such that \$313, 846 be reallocated from certain work elements currently being underspent to Work Element 4.7, Phase I - Alternatives Analysis (per the attached).

Section 2: The proposed revisions be submitted to the Houston-Galveston Area Council for approval.

Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 13th day of August, 1980.

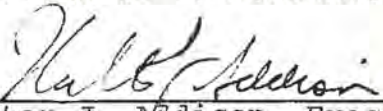
ATTEST:

APPROVED this 13th day of August, 1980.

Cindy A. Williams
~~Ninfa Laurezo, Secretary~~
Assistant Secretary

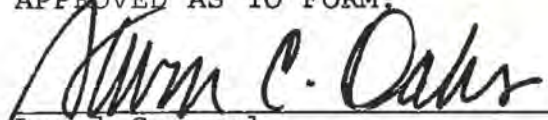
D. C. Arnold
Daniel C. Arnold, Chairman of the Board

APPROVED AS TO SUBSTANCE:



Walter J. Addison, Executive Director

APPROVED AS TO FORM:



Legal Counsel

A RESOLUTION

AUTHORIZING THE NEGOTIATION AND EXECUTION OF A LEASE AGREEMENT WITH VITO J. GAUDINO FOR SPACE FOR THE MTA CONTRAFLOW MAINTENANCE FACILITY.

WHEREAS, space is needed for the Contraflow Maintenance Facility; and

WHEREAS, the required amount of space has been located at 605 East Tidwell Road.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to negotiate and execute an agreement with Vito J. Gaudino for lease of space for a Contraflow Maintenance Facility.

Section 2: The lease shall be for 6,000 square feet for a term of twenty-four (24) months at \$1,440 per month, beginning September 1, 1980 and terminating August 31, 1982, total long-term commitment being \$34,560. It includes an option to renew under the same terms for an additional twelve (12) months.

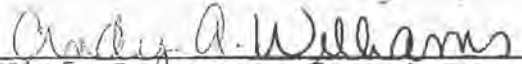
Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 13th day of August, 1980.

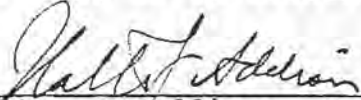
APPROVED this 13th day of August, 1980.


Daniel C. Arnold, Chairman of the Board

ATTEST:


~~Ninfa Laurenzo, Secretary~~
Assistant Secretary

APPROVED AS TO SUBSTANCE:



Walter J. Addison, Executive
Director

APPROVED AS TO FORM:



Legal Counsel

A RESOLUTION

RECOGNIZING THE OUTSTANDING CONTRIBUTIONS OF AND EXPRESSING APPRECIATION TO MR. EDWARD V. DORR FOR HIS EFFORTS AS A MEMBER OF THE METROPOLITAN TRANSIT AUTHORITY BOARD OF HARRIS COUNTY, TEXAS.

WHEREAS, Mr. Edward V. Dorr was sworn-in on March 15, 1980, as a member of the Board of the Metropolitan Transit Authority to fill the unexpired term of Donald H. Fidler, representative of the suburban cities; and

WHEREAS, Mr. Dorr has served with distinction since that time; and

WHEREAS, Mr. Dorr's efforts have done much to improve the future of public transportation in Harris County, Texas; and

WHEREAS, Mr. Dorr's term of office expires August 14, 1980.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

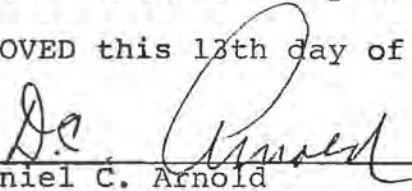
Section 1: Mr. Edward V. Dorr be officially recognized for his outstanding contribution to the improvement of public transportation for Harris County, Texas.

Section 2: Mr. Edward V. Dorr be formally thanked for his efforts in behalf of the Metropolitan Transit Authority of Harris County, Texas.

Section 3: This resolution shall be effective immediately upon its passage.

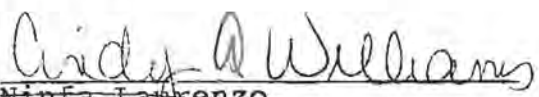
PASSED this 13th day of August, 1980.

APPROVED this 13th day of August, 1980.




Daniel C. Arnold
Chairman of the Board

ATTEST:



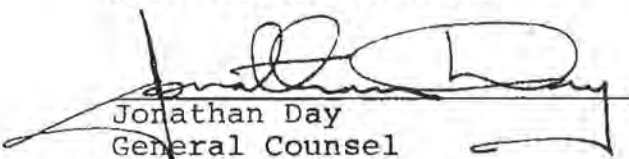
~~Ninfa L. Lorenzo~~
~~Secretary~~
Assistant Secretary

APPROVED AS TO SUBSTANCE:



Walter J. Addison
Executive Director

APPROVED AS TO FORM:



Jonathan Day
General Counsel

A RESOLUTION

AUTHORIZING APPROVAL AND EXECUTION BY THE EXECUTIVE DIRECTOR OF AN EARNEST MONEY CONTRACT PURCHASE AGREEMENT FOR THE KINGWOOD CORRIDOR PARK & RIDE SITE WITH FRIENDSWOOD DEVELOPMENT COMPANY.

WHEREAS, Metro advertised for proposals for park & ride facilities, including the Kingwood Corridor Park & Ride site, on July 14th, 1980; and

WHEREAS, Friendswood Development Company submitted the only proposal for the Kingwood Corridor Park & Ride site; and

WHEREAS, the Metro staff pursuant to the terms of the request for proposals, has negotiated an Earnest Money Contract Purchase Agreement in the form attached hereto with Friendswood Development Company; and

WHEREAS, Metro has met the notice and posting requirements of its statutory and Board approved procedures.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Earnest Money Contract Purchase Agreement by and between the Metropolitan Transit Authority and Friendswood Development Company, in the form attached hereto be approved.

Section 2: Funds are available under Line Item 66, Advanced Development Sites, in the Metro FY 1979-80 Capital Budget to cover the maximum amount payable of \$2,411,935 under such Earnest under such Earnest Money Contract Purchase Agreement, and

\$2,411,935 is hereby allocated for such funds for the purchase of the Subject Property under such Earnest Money Contract

Purchase Agreement.

Section 3: The Executive Director be authorized to execute and the Assistant Secretary to attest to the attached Earnest Money Contract Purchase Agreement.

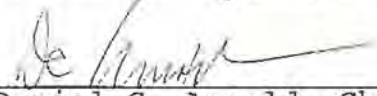
Section 4: The Executive Director be authorized to take all necessary action on behalf of Metro to close without further Board action upon his satisfaction that the terms and conditions of the Earnest Money Contract Purchase Agreement has been met.

Section 5: The maximum amount payable by the Metropolitan Transit Authority under the attached Earnest Money Contract Purchase Agreement is \$2,411,935, and incidental costs of closing as provided therein.

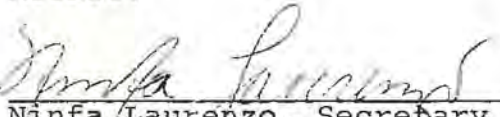
Section 6: This resolution shall be effective immediately upon its passage.

PASSED this 27th day of August, 1980.


APPROVED this 27th day of August, 1980.


Daniel C. Arnold, Chairman of the Board

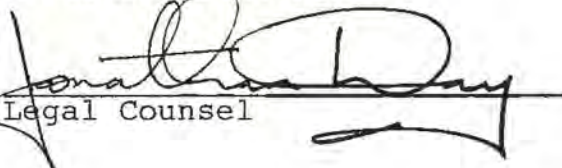
ATTEST:


Ninfa Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:


Walter Addison, Executive Director

APPROVED AS TO FORM:


Legal Counsel

EARNEST MONEY CONTRACT PURCHASE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT by and between FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation with a permit to do business in the State of Texas (herein called "Seller") and the METROPOLITAN TRANSIT AUTHORITY, a governmental body politic and corporate (herein called "Purchaser").

W I T N E S S E T H :

WHEREAS, Seller owns that certain parcel or tract of real property in Harris County, Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all improvements required hereby including those described in "Standard Specifications for Site Development and Construction of Metro Park-&-Ride facilities (attachment incorporated as part of Exhibit A, Invitation for Proposals, Metropolitan Transit Authority Park-&-Ride Facilities)", as amended by specification revisions prepared by Turner Collie & Braden, Inc., dated August 11, 1980, plans identified as "Kingwood Park & Ride Facility," revised and prepared by Turner Collie & Braden, Inc., Job No. 2187-210, dated August 11, 1980, and plans identified as "Kingwood Transit Facility" prepared by Morris-Aubry Architects, dated August 11, 1980, all initialed by Seller and Purchaser for identification (both the parcel or tract of real property and improvements constructed or to be constructed pursuant to the plans and specifications described above, herein called the "Subject Property":

WHEREAS, Purchaser desires to purchase the Subject Property and Seller is willing, for the consideration herein stated, to sell the Subject Property to Purchaser;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, Seller and Purchaser hereby agree as follows:

I.

PURCHASE

Seller does hereby agree to sell and convey to Purchaser and Purchaser agrees to buy from Seller upon the terms and provisions of this Purchase Agreement (herein called "Agreement"), the Subject Property and all of the right, title and interest of Seller, if any, in and to the proposed Rustic

Woods Drive to be constructed adjacent to the Subject Property, and which Seller agrees to commence construction of within sixty (60) days of the Contract Date and diligently pursue so as to use Seller's best efforts to provide at least one lane of access to the Subject Property at the earliest possible date, which Seller represents to be approximately six (6) months after commencement of construction, subject to delays for reasons beyond Seller's control, including but not limited to fire, war, adverse weather conditions, acts of God, labor strikes or material shortages for which there are no reasonable substitutes.

There shall be excepted from this conveyance all oil, gas and other minerals in, on and under Subject Property excepted or reserved by any predecessor or predecessors in title of Seller and which exception is made in favor of the present owner or owners of such minerals as their interests may appear of record in Harris County, Texas, but Seller waives its right to use the surface of the Subject Property for development of the minerals. Seller shall have the right to pool the Subject Property with other lands for development of such minerals. Seller retains the right to drill under and through the subsurface of the Subject Property below the depth of one hundred feet (100') from the surface thereof, provided there is no interference with Purchaser's use of the surface.

Purchaser covenants and represents that the Subject Property shall be used by Purchaser, for so long as Purchaser shall own the Subject Property, solely as a mass transit mobility facility in Purchaser's public transportation system, and no building, structure or improvement shall be erected, maintained or permitted upon any portion thereof, other than such buildings, structures, or improvements customarily incident or auxiliary to the operation and maintenance of a mass transit mobility facility. Upon the sale or other conveyance by Purchaser of the Subject Property, the land may be used in whole or in part for residential, commercial or office purposes but only so long as all the buildings or structures erected or maintained thereon are substantially similar to, and in harmony of design with the buildings and structures located on adjoining land. Land which is separated from the Subject Property's land only by a road, street or easement shall nevertheless be deemed to adjoin the Subject Property for the purposes of the foregoing sentence hereof. Any portion of the Subject Property's land used for residential, commercial or office purposes as herein provided shall be subject to the applicable protective covenants for the residential, commercial, or office use intended by the subsequent owner(s) of Subject Property or any portion thereof which may cover said adjoining land.

Seller further reserves the right to execute, acknowledge and file for record a subdivision plat or plats, relating to the Subject Property, and Purchaser, to the extent reasonably required by governmental authorities, agrees to join in the execution and filing of such plat or plats should same be required (except that no such plat shall be filed which shall adversely affect the Purchaser's intended use of the Subject Property in any way).

II.

CONSIDERATION

A. Purchase Price. The consideration to be paid by Purchaser to Seller for the Subject Property shall be Two Million Four Hundred Eleven Thousand Nine Hundred Thirty-five Dollars (\$2,411,935.00) (herein called the "Purchase Price").

B. Payment of Purchase Price. The Purchase Price shall be payable by Purchaser to Seller on the date of closing as provided for herein, with the amount of Earnest Money to be credited against the Purchase Price.

C. Earnest Money. On or before ten (10) days from the date (such date of the receipt endorsement herein called "Contract Date") that a fully executed copy of this Agreement has been delivered to and receipted by Stewart Title Company, National Division Office, 1100 Milam Building, Houston, Harris County, Texas (herein called "Title Company"), Purchaser shall deposit with the Title Company, the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) as Earnest Money to bind this sale. If the purchase and sale of the Subject Property is consummated hereunder, the Earnest Money shall be delivered to Seller by the Title Company at closing of the Subject Property as part of the cash consideration to be paid to Seller.

D. Real Estate Commissions. It is understood and agreed that no brokers are involved in the negotiation and consummation of this Agreement. Seller and Purchaser each agree to indemnify and hold each other harmless from any and all claims or demands for any commissions made by any individual or entity.

III.

SURVEY

Within thirty (30) days from the Contract Date, Seller shall furnish to Purchaser and the Title Company, at Seller's expense, a field note description and an on-the-ground staked survey (herein called "Survey") of the Subject Property, such field note description and Survey to be prepared by a certified surveyor acceptable to Purchaser and shall be in a form sufficient for the Title Company to delete from the Owner's Title Policy provided for herein the exception relating to discrepancies in boundaries and encroachments. Such Survey shall reflect the location of all improvements, streets, easements, rights-of-way, building lines, water and sewer lines, gas and electric lines and the size and capacity of said utility lines, if any, applicable to the Subject Property. The Survey shall also contain a statement on the face thereof of whether the property described thereon lies within a flood plain or flood prone area, a flood plain area having special flood hazards or a flood way (as those terms are defined in the Regulations of Harris County, Texas for Flood Management, as amended) of any body of water as of the date of

the Survey. If such Survey reflects that any portion of the Subject Property lies within a flood plain, flood prone area, a flood plain area having special flood hazards or a flood way, Seller shall provide land fill so that any paved area or other improvements, other than fences, of the Subject Property will be at an elevation at or above the 100 year flood plain or flood prone area, a flood plain area having special flood hazards or a flood way, which elevations have been established by the Harris County Engineer's Office prior to the date of the Survey.

IV.

TITLE

A. Title Policy. At the closing of the transaction for the sale and purchase of the Subject Property, Seller shall furnish an Owner's Title Insurance Policy, at Seller's sole cost and expense, guaranteeing to Purchaser in the full amount of the Purchase Price, good and indefeasible title to the Subject Property, subject only to and with no exceptions other than the following:

(i) The reservations, conditions and restrictions provided for in this Agreement;

(ii) Standard printed exceptions promulgated by the State Board of Insurance; provided, however, the boundaries and encroachments exception shall be deleted except as to "shortages in area"; and

(iii) Rights of parties in possession.

B. Objections to Title. Within thirty (30) days after the Contract Date, Seller shall have the Title Company issue an Owner's Title Policy Commitment (herein called "Commitment") covering the Subject Property and Seller shall have a copy thereof delivered to Purchaser.

In the event that the Commitment contains additional objections or exceptions to title that would cause the Title Company to be unwilling to issue the Owner's Title Insurance Policy in the form provided for in Paragraph IV.A. hereinabove (except for any existing liens which are to be released at closing), Seller shall have twenty (20) days after delivery of the Commitment to Purchaser to cure such defects if Seller so elects and to present the Commitment binding the Title Company to issue the Owner's Title Insurance Policy in the form provided for in Paragraph IV.A. hereinabove. Seller shall not, however, be obligated to cure any such defects. If such title objections are not cured by Seller within such twenty (20) day period, Purchaser may, at its option (i) terminate this Agreement, whereupon the Earnest Money shall be returned to Purchaser, and thenceforth neither Seller nor Purchaser shall have any further obligations hereunder, or (ii) waive such defects or exceptions, in which event the sale of the Subject Property shall be consummated without

reduction in the Purchase Price. Any such matters waived by Purchaser shall be excepted from the warranty in the deed to Purchaser and from the Owner's Title Insurance Policy to be furnished to Purchaser.

V.

CLOSING

A. Closing Date. The transaction for the sale and purchase of the Subject Property shall be closed at the office of the Title Company at 1100 Milam Building, Houston, Harris County, Texas, on such date as may be mutually acceptable to both Purchaser and Seller, but in no event later than one hundred twenty-six (126) calendar days following the Contract Date. Seller shall not be deemed to be in default hereunder and reasonable time extensions will be granted for failure to complete construction of the improvements in accordance with the plans and specifications described herein for reasons beyond Seller's control, including but not limited to, fire, war, adverse weather conditions, acts of God, labor strikes, or material shortages for which there are no reasonable substitutes. In no event will closing be later than thirty (30) days after the completion of the construction of the improvements according to the plans and specifications for same and the terms and conditions hereof, and the tender of the Subject Property by Seller to Purchaser.

B. Closing Instruments. At the closing of the transaction for the sale and purchase of the Subject Property, Seller shall execute and deliver a General Warranty Deed conveying fee simple title to the Subject Property to Purchaser, such Deed to be subject only to the reservations, conditions and restrictions permitted by this Agreement and any additional matters expressly waived by Purchaser. In addition, Seller shall cause the Title Company to furnish to Purchaser, at Seller's expense, an Owner's Title Insurance Policy to Purchaser in the full amount of the Purchase Price, guaranteeing good and indefeasible title to the Subject Property and subject only to those matters set forth in Paragraph IV.A. above or expressly waived by Purchaser.

Contemporaneously with the delivery of said Deed and Owner's Title Insurance Policy, Purchaser shall tender payment of the cash consideration to Seller.

C. Taxes. Seller shall furnish to Purchaser at the closing of the transaction for the sale and purchase of the Subject Property any tax certificates from all ad valorem taxing authorities having jurisdiction over the Subject Property showing all ad valorem taxes assessed against the Subject Property to have been paid for all years up to and including 1979. Any ad valorem taxes assessed against the Subject Property for the year of closing shall be prorated between Seller and Purchaser as of the date of closing of the Subject Property, and Purchaser shall assume payment of all such ad valorem taxes for the year of closing and subsequent calendar years, if any.

If tax statements are not available for the year of closing then such proration shall be estimated and made on the basis of the tax statements for the preceding calendar year. In the event it is later determined that the estimated tax figures used in making such proration at closing were inaccurate, then appropriate adjustments shall be made between the parties at such time as the actual amount of ad valorem taxes assessed against the Subject Property for the year of closing shall have been finally determined and such remittance as is necessary to adjust the proration to the actual ad valorem taxes shall be promptly made by the party to whom inaccurate credit shall have been allowed.

D. Closing Costs. Seller shall pay for its attorney's fees, tax certificates, the Survey, the Owner's Title Insurance Policy, one-half (1/2) of the Title Company's escrow fee and for recordation of the Deed, and any other closing costs normally paid by sellers in Harris County, Texas. Purchaser shall pay for Purchaser's attorney's fees and one-half (1/2) of the Title Company's escrow fee, and any other closing costs normally paid by purchasers in Harris County, Texas.

E. Default by Seller. If Seller fails to consummate the conveyance of the Subject Property for any reason except (i) Purchaser's default hereunder or (ii) failure or inability to cure additional defects or objections to title not waived by Purchaser, then Purchaser may, at Purchaser's option, either (i) enforce specific performance of this Agreement, without reduction in the Purchase Price and with exception from the warranty in the above described deed to Purchaser and from the Owner's Title Insurance Policy for any additional objections or exceptions to title not cured or corrected by Seller, or (ii) terminate this Agreement, whereupon the Earnest Money shall be returned to Purchaser and thenceforth neither Seller nor Purchaser shall have any further obligations hereunder.

F. Default by Purchaser. If Purchaser fails to consummate the transaction for the sale and purchase of the Subject Property within the time provided above for any reason except (i) Seller's default hereunder, or (ii) Seller's failure or inability to cure additional defects or objections to title not waived by Purchaser, then Seller may either (i) terminate this Agreement, whereupon the Earnest Money shall be paid to Seller as liquidated damages resulting to Seller from Purchaser's breach of this Agreement, and upon receipt of such Earnest Money by Seller, this Agreement shall be null and void, and thenceforth neither Seller nor Purchaser shall have any further obligations hereunder, or (ii) enforce specific performance of this Agreement provided, however, that in order to enforce specific performance, Seller shall have rectified any defects noted by Purchaser as described below, completed the improvements according to the plans and specifications described herein, and furnished Purchaser with a certification provided by Seller's engineers, which shall bear the seal of a Texas registered professional engineer, that construction of improvements has been completed in substantial compliance with such plans and specifications, and which certification by Seller's engineers

shall be presumptive evidence that the improvements have been completed according to the plans and specifications described herein.

It is stipulated between the parties that in view of the difficulty of ascertaining the actual damages resulting to Seller from a breach of this Agreement by Purchaser, the Earnest Money is agreed to as liquidated damages to compensate Seller for any loss incurred by it as a result of such breach of Purchaser.

In order to reassure Seller that Purchaser will not arbitrarily refuse to close, Purchaser by its Executive Director, or his designee, will make occasional visits to the Subject Property during any construction, which upon forty-eight hours' notice by Seller will include upon completion of underground work, paving, and shelter improvements, and thereafter within forty-eight hours of each visit notify Seller of any obvious defects and violations of the plans and specifications described herein, which would prevent completion of work in substantial compliance with the plans and specifications, as may be observed by Purchaser. Such notification shall not be deemed to constitute approval of the work performed to date and shall not in any way constitute approval of, or management of, Seller's construction activities, but shall be limited to reporting of obvious problems, which, if uncorrected by Seller, might affect Seller's willingness to close because of Seller's non-compliance with the plans and specifications described herein.

VI.

CONDITIONS TO CLOSING

Anything to the contrary in this Agreement notwithstanding, it is agreed that the purchase of the Subject Property is expressly made contingent on the construction of improvements according to the plans and specifications described herein. Purchaser's execution of this Agreement constitutes its receipt and approval of plans and specifications described herein and initialed by Seller and Purchaser for identification. Seller shall submit to Purchaser, for Purchaser's approval, plans showing the design and proposed location of shelter improvements, and Purchaser by its Executive Director, or his designee, shall approve or disapprove such plans in writing within ten (10) working days of receipt of the plans, which approval will not be unreasonably withheld. The failure to respond within such time shall constitute approval.

VII.

NOTICES

Any notice that may be permitted, required or desired to be given hereunder shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, addressed to such parties at their respective addresses stated on the signature page of this Agreement. Such notice shall

be deemed received three (3) days after the same is deposited with the United States postal authority.

VIII.

MISCELLANEOUS

A. Time. Time shall be of the essence as to all matters herein contained.

B. Entire Agreement. This Agreement represents the entire agreement by and between the parties hereto and may not be changed except by written agreement duly executed by the parties hereto. The terms and provisions of this Agreement shall survive the closing provided for herein.

C. Headings. The headings in this Agreement have been used for administrative convenience only and shall not be used in interpreting or construing the meaning of any provision contained herein.

D. Possession. Seller shall deliver possession of the Subject Property to Purchaser on the date of closing.

E. Successors and Assigns. The terms and provisions of this Agreement shall inure to, extend to and be for the benefit of the successors and assigns of the respective parties hereto, but Purchaser shall not assign this Agreement or any interest herein without Seller's written consent, which shall not be unreasonably withheld or delayed.

F. Inspections. During the term of this Agreement, Purchaser shall have the right, at its sole expense and risk, to authorize its engineers and contractors to enter upon the Subject Property and inspect the construction, conduct soil tests, topographical surveys, foundation tests and feasibility studies on the Subject Property. Purchaser shall indemnify and hold Seller harmless from any claims, liens, causes of action or liabilities resulting to Seller or any other party from Purchaser's entry upon or activities on the Subject Property prior to closing.

IN TESTIMONY OF WHICH, this instrument in multiple originals, all of equal force, has on the ____ day of _____, 1980, been executed by Seller, and has on the ____ day of _____, 1980, been executed on behalf of Purchaser by the duly authorized Executive Director according to the authority granted by, and in accord with, Resolution No. _____.

By: _____
Vice president
Address: Two Kingwood Place, Suite 110
700 Rockmead Drive
Kingwood, Texas 77339

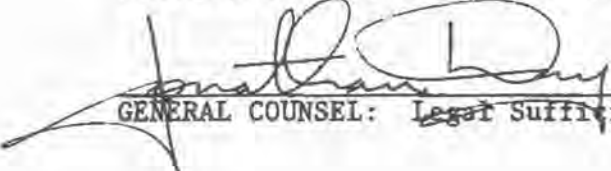
-SELLER-

Executed for and on behalf of the
Metropolitan Transit Authority
pursuant to Resolution No. _____
of the Board of Directors, passed
on the _____ day of _____,
1980 and on file in the office of
the Assistant Secretary of the MTA.

ATTEST:

ASSISTANT SECRETARY

DIRECTOR OF FINANCE: Funds Available



GENERAL COUNSEL: Legal Sufficiency

METROPOLITAN TRANSIT AUTHORITY
of Harris County
Address: 401 Louisiana Street
Post Office Box 61429,
Houston, Texas 77208

By: _____
Walter J. Addison, EXECUTIVE DIRECTOR

-PURCHASER-

J399D

DESCRIPTION OF
KINGWOOD PARK AND RIDE FACILITY
IN THE JOHN W. ASBURY SURVEY, A-91
HARRIS COUNTY, TEXAS

Being 10.532 acres of land located in the John W. Asbury Survey, Abstract 91, Harris County, Texas, and being part of the same land described as Tract 1 in that certain deed dated December 28, 1967 from Foster Lumber Company to King Ranch, Inc. recorded in Volume 7036, Page 323, Deed Records, Harris County, Texas said 10.532 acres of land being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone):

COMMENCING for reference at the intersection of the southerly line of Rustic Wood Drive as shown on the plat of Sand Creek Village, Section One, a subdivision of record in Volume 295, Page 13, Map Records, Harris County, Texas with a westerly line of said subdivision, same being the northwest corner of Restricted Greenbelt Reserve "I" as shown on said plat;

THENCE with the common westerly line of said Section One and Reserve "I", S24°50'39"W, 10.00 feet to the POINT OF BEGINNING;

THENCE with said common westerly line, THE FOLLOWING:

S24°50'39"W, 110.00 feet to a point for corner;

S20°32'55"W, 406.66 feet to a point for corner;

THE. Leaving said common westerly line, N87°35'33"W, 541.91 feet to a point for corner;

THENCE S64°05'24"W, 407.29 feet to a point for corner on the arc of a curve being the easterly line of Lake Houston Parkway (varying width) of record under Film Code No. 156-87-2324 File No. G514850 of the Official Public Records of Real Property, Harris County, Texas;

THENCE with said easterly line, 127.98 feet along the arc of a curve to the left, having a chord which bears N13°31'55"W, 127.97 feet, a radius of 3000.00 feet, and a central angle of 02°26'40" to a point for corner on said arc;

THENCE leaving said easterly line, N64°05'24"E, 423.43 feet to a point for corner;

THENCE N20°54'36"W, 384.38 feet to a point for corner, the beginning of a curve;

THENCE 794.11 feet along the arc of a curve to the right, having a chord which bears N88°23'28"E, 766.20 feet, a radius of 860.00 feet, and a central angle of 52°54'23" to a point of tangency;

THENCE S65°09'21"E, 129.03 feet to THE POINT OF BEGINNING and containing 10.532 acres of land.

EXHIBIT "A"

ENDORSEMENT

The undersigned, STEWART TITLE COMPANY, acknowledges receipt of the earnest money mentioned in the foregoing Purchase Agreement in the sum of \$100,000.00 and represented by check from Metropolitan Transit Authority.

The undersigned does not agree to pay any portion of said sum to any person, firm or corporation unless written authority is given to the undersigned by all parties whose signatures appear on the foregoing Purchase Agreement, or their duly authorized agent, upon demand.

No other conditions, stipulations or obligations which may be set out in the foregoing Purchase Agreement shall be binding on the undersigned if such be in conflict with the provisions of this endorsement.

STEWART TITLE COMPANY

By _____

DATED: _____, 1980

Address: 1100 Milam Building
Houston, Texas 77002

J/399/F

A RESOLUTION

AUTHORIZING THE EXECUTION OF CHANGE ORDERS NUMBER SEVEN (7) AND EIGHT (8) TO THE AGREEMENT WITH I.O.I. SYSTEMS, INC. FOR KASHMERE MAINTENANCE FACILITY.

WHEREAS, an agreement was entered with I.O.I. Systems, Inc. for site improvements, underground utilities and paving for the Kashmere Bus Maintenance Facility; and

WHEREAS, certain changes are required in the Water Distribution System; and

WHEREAS, certain modifications are required to portions of the Duct Bank.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director be authorized to negotiate and execute Change Orders Number Seven (7) and Eight (8) to the agreement with I.O.I. Systems, Inc. for Kashmere Maintenance Facility.

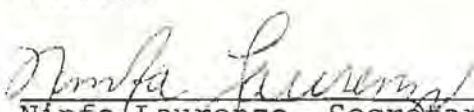
Section 2: Total amount of Change Order Number Seven (7) is \$6,930.00 and total amount of Change Order Number Eight (8) is \$3,620.00 for a combined total increase of \$10,550.00.


Section 3: This resolution shall be effective immediately upon its passage.

PASSED this 27th day of August, 1980.

APPROVED this 27th day of August, 1980.

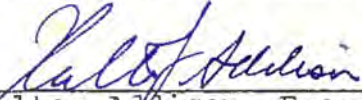
ATTEST:


Ninfa Laurenzo, Secretary


Daniel C. Arnold, Chairman of the Board

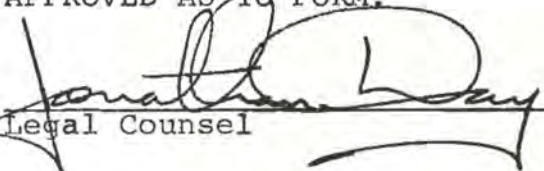
RESOLUTION NO. 80- 113(Page 2)

APPROVED AS TO SUBSTANCE:



Walter Addison, Executive
Director

APPROVED AS TO FORM:



Legal Counsel

A RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO ISSUE ALL CHANGE NOTICES AND TO NEGOTIATE AND EXECUTE ALL CHANGE ORDERS FOR ALL COMPETITIVELY BID MTA CONTRACTS WHICH CHANGE NOTICES AND CHANGE ORDERS DO NOT EXCEED A CUMULATIVE INCREASE IN THE CONTRACT SUM PER CONTRACT OF 10% OF THE ORIGINAL CONTRACT SUM, PROVIDED THAT NO SINGLE CHANGE ORDER FOR ANY COMPETITIVELY BID CONTRACT EXCEEDS \$100,000.

WHEREAS, by Resolution No. 80-93 passed July 23, 1980, the MTA Board of Directors authorized the Executive Director to issue, negotiate and execute change notices and change orders in a cumulative amount not to exceed 10% of the original contract sum or \$100,000, whichever is less; and

WHEREAS, the increasing activity in the construction contracting program has resulted in the award of contract amounts that make the \$100,000 limitations on change order authority substantially less than the changes normally anticipated for the initial size and type of such contracts; and

WHEREAS, in order to enable the Executive Director to continue with the expeditious processing of routine and normally anticipated changes in such contracts, it is desirable to increase the dollar value of his authority to approve such changes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

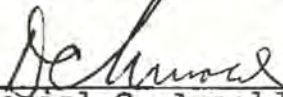
Section 1: The Executive Director be authorized to issue all Change Notices and to negotiate and execute all Change Orders for all competitively bid MTA Contracts in order to make any change in the Work within the general scope of the original Contract which shall not exceed a cumulative increase in the contract sum per contract of 10% of the original contract sum , provided that no single change order exceeds \$100,000.

Section 2: This resolution shall be effective immediately

upon its passage.

PASSED this 27th day of August, 1980.

APPROVED this 27th day of August, 1980.




Daniel C. Arnold, Chairman of the Board

ATTEST:



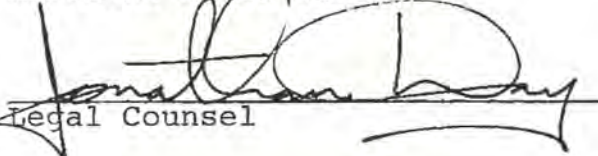
Ninfa Lorenzo, Secretary

APPROVED AS TO SUBSTANCE:



Walter Addison, Executive
Director

APPROVED AS TO FORM:



Legal Counsel

A RESOLUTION

AUTHORIZING THE SUBMITTAL OF THE REVISED PROPOSED DRAFT ENVIRONMENTAL IMPACT STATEMENT, SOUTHWEST/WESTPARK ALTERNATIVES ANALYSIS, TO THE URBAN MASS TRANSPORTATION ADMINISTRATION.

WHEREAS, by Resolution No. 80-87, passed July 2, 1980, the Board of Directors authorized the staff to submit for public review and comment a proposed Draft Environmental Impact Statement for the Southwest/Westpark Corridor; and

WHEREAS, the proposed Draft Environmental Impact Statement was also submitted to the Urban Mass Transportation Administration for technical review and comment; and

WHEREAS, the proposed Draft Environmental Impact Statement was prepared in accordance with Urban Mass Transportation Administration procedures; and

WHEREAS, the intensive public discussions, held in July and August, of the proposed alternative transportation systems for the Southwest/Westpark Corridor has enabled staff to more thoroughly document and analyze impacts of the proposed action on residential neighborhoods and affected communities; and

WHEREAS, the Alternatives Analysis consultant and staff team has completed considerable additional analyses to provide for identification of feasible design and service variations which can mitigate the negative impacts identified during the public involvement effort; and

WHEREAS, Urban Mass Transportation Administration staff and technical agency review of the proposed Draft Environmental Impact Statement has also resulted in additional technical analyses and documentation of the operating, financial and environmental aspects of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director is hereby authorized to submit to the Urban Mass Transportation Administration the revised proposed Draft Environmental Impact Statement for the Southwest/Westpark Alternatives Analysis which incorporates additional analyses and documentation in response to local community input and technical agency requirements.

Section 2: The Planning and Programming staff are hereby authorized to work directly with Urban Mass Transportation Administration representatives to complete necessary revisions and editing of the Draft Environmental Impact Statement document as may be required to ensure formal circulation in September, 1980.

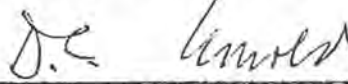
Section 3: The Executive Director is hereby authorized to submit any further revisions of the Draft Environmental Impact Statement which may arise from the work of the Planning and Programming staff with Urban Mass Transportation Administration representatives, so long as such revisions are reported to the Board of Directors in a timely fashion.

Section 4: The Manager of Planning and Programming is hereby authorized to call the necessary formal public hearing for consideration of the Draft Environmental Impact Statement in accordance with federal procedure for Alternative Analysis.

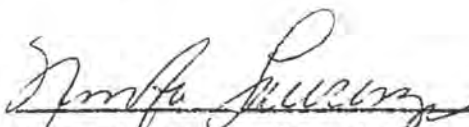
Section 5: This Resolution be effective immediately upon its passage and approval.

PASSED this 27th day of August, 1980.
APPROVED this 27th day of August, 1980.

ATTEST:

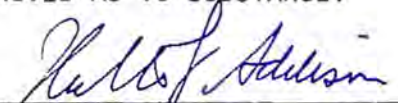


Dan C. Arnold, Chairman of the Board



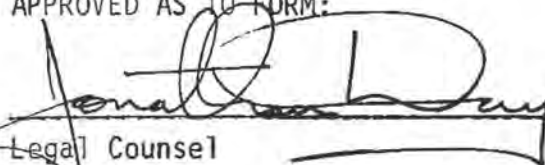
Ninfa Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:



Walter J. Addison, Executive Director

APPROVED AS TO FORM:



Legal Counsel

A RESOLUTION

DESIGNATING CONVENTIONAL RAIL RAPID TRANSIT WITH SUBWAY AS THE LOCALLY PREFERRED ALTERNATIVE FOR IMPLEMENTATION IN THE SOUTHWEST/WESTPARK CORRIDOR.

WHEREAS, the "Federal Policy on Major Urban Mass Transportation Investments" requires the analysis of alternatives to be conducted as a part of the comprehensive transportation planning process and in accordance with a set of specified principles; and

WHEREAS, the culmination of this planning process is the Draft Environmental Impact Statement and a separate report to document the locally preferred, cost-effective alternative transit mode and general alignment recommended for implementation in the priority corridor; and

WHEREAS, we have successfully advanced the comprehensive Alternatives Analysis planning process as required by federally mandated principles; and

WHEREAS, the proposals for major mass transportation investments for the Metropolitan Transit Authority are consistent with this urban area's comprehensive long-range planning effort pursuant to our on-going coordination with the Steering Committee of the Gulf Coast State Planning Region; and

WHEREAS, The Metropolitan Transit Authority has identified in Phase I Alternatives Analysis a set of eight transit corridors which provide a regional framework for major mass transportation investment and the Urban Mass Transportation Administration has concurred in same; and

WHEREAS, The Southwest/Westpark Corridor has been identified by the Metropolitan Transit Authority as the highest priority corridor for regional mass transit investment; and

WHEREAS, on May 1, 1980, the Urban Mass Transportation Administration concurred in the designation of Southwest/Westpark as the priority corridor for the first increment of a fixed guideway system for the region; and

WHEREAS, the scope of Phase II Alternatives Analysis for Southwest/Westpark was set in a joint local and UMTA Scoping Session on May 22, 1980; and

WHEREAS, a range of alternative transit technology applications for Southwest/Westpark, including: Base Bus System only, no major capital investment; Low-capital bus alternative (transportation systems management); Busway; Light Rail Transit (rail with at-grade service downtown); Light Rail Transit (rail with downtown subway); and Rail Rapid Transit (conventional rail with downtown subway), were identified for Phase II analysis and were concurred in by the Urban Mass Transportation Administration after completion of the Scoping Session process; and

WHEREAS, each of the six alternative strategies for Southwest/Westpark has been assessed across at least the following general criteria: capital and operating cost, capital and operating efficiency, modal choice impact on automobile traffic, impact on land use, urban development, ridership attraction, productivity, environmental impacts, energy consumption, and minority employment and business development opportunities; and

WHEREAS, the analysis has also compared the relative cost and effectiveness of each alternative where effectiveness is measured by the degree to which the alternative meets local transportation needs, promotes local social, economic, environmental and urban development goals, and supports national aims and objectives; and

WHEREAS, the Metropolitan Transit Authority Board has authorized staff to submit the analysis of alternatives in the form of a proposed Draft Environmental Impact Statement prepared by Metro in accordance with appropriate federal guidance from the Urban Mass Transportation Administration; and

WHEREAS, during Alternatives Analysis there has been full opportunity for timely involvement of the public, local elected officials, and all levels of government; and

WHEREAS, since July 2, 1980, the Metro staff has been involved in an intense public discussion effort to explain the analysis of alternatives, both from a regional perspective and in the Southwest/Westpark corridor, and to request expression of a locally preferred transit alternative among those identified for Southwest/Westpark; and

WHEREAS, the result of the public discussion effort was 10 public meetings, over 20 neighborhood/community task force work sessions, over 50 public presentations and a myriad of opportunities for public information through radio, television and printed media with the ultimate purpose being the selection of a locally preferred transit alternative for major local and federal investment in the Southwest/Westpark priority corridor; and

WHEREAS, the identification of negative environmental impacts on the certain neighborhood communities led to a study of alternative guideway alignments between Shepherd/Greenbriar and Montrose for the Southwest/Westpark Corridor which allows mitigation of the negative impacts on the neighborhood communities of an elevated guideway; and

WHEREAS, the Metropolitan Transit Authority has a committed local funding source to aid in financing this project; and

WHEREAS, the MTA Board is prepared to make its decision for a locally preferred alternative based upon technical analyses and public suggestions; and

WHEREAS, the recommended locally preferred alternative is solely that of the Metropolitan Transit Authority based upon the information at hand and the expression of local public preference; and

WHEREAS, it is understood that Department of Transportation judgment is reserved until completion of federal review and evaluation of the Draft Environmental Impact Statement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: Conventional Rail Rapid Transit with subway is hereby designated as the locally preferred transit alternative for implementation in the Southwest/Westpark Corridor.


Section 2: The Planning and Programming staff is hereby authorized to prepare documentation of the justification for the preferred alternative technology and general alignment, including explanation of the recommended variations in alignment between Shepherd/Greenbriar and Montrose.

Section 3: The Manager of Planning and Programming is hereby authorized to call the necessary public hearings for consideration of the locally preferred alternative as appropriate to the federal review of the Draft Environmental Impact Statement.

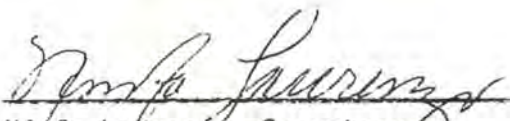
Section 4: This Resolution be effective immediately upon its passage and approval.

PASSED this 27th day of August, 1980.
APPROVED this 27th day of August, 1980.

ATTEST:

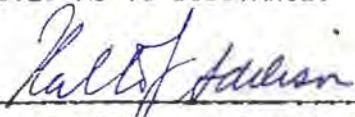


Dan C. Arnold, Chairman of the Board




Ninfa Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:



Walter J. Addison, Executive Director

APPROVED AS TO FORM:



Legal Counsel

A RESOLUTION

AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, FOR A GRANT UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED.

WHEREAS, the Secretary of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the Metropolitan Transit Authority, including the provision by it of the local share of project costs; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the Metropolitan Transit Authority give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Metropolitan Transit Authority that minority business enterprise be utilized to the fullest extent possible in connection with this project, and that definitive procedures have been established to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE METROPOLITAN TRANSIT AUTHORITY THAT:

Section 1: The Executive Director is hereby authorized to execute and file an application on behalf of the Metropolitan Transit Authority of Harris County, Texas, with the U.S. Department of Transportation, to aid in the financing of Preliminary Engineering for the Southwest/Westpark Rapid Rail Project.

Section 2: The Executive Director is authorized to execute and file with such application an assurance or any other document required by the

RESOLUTION NO. 80-117

U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

Section 3: The Executive Director, is hereby authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application or the Project.

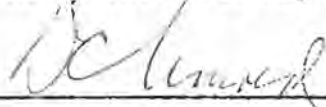
Section 4: The Manager of Planning and Programming is hereby authorized to conduct a Public Hearing in connection with the Project.

Section 5: The Director of Affirmative Action is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

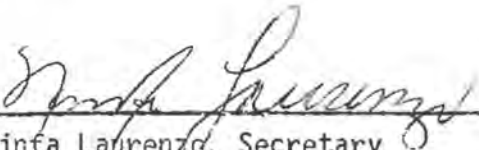
Section 6: This Resolution be effective immediately upon its passage.

PASSED this 27th day of August, 1980.
APPROVED this 27th day of August, 1980.

ATTEST:




Dan C. Arnold, Chairman of the Board



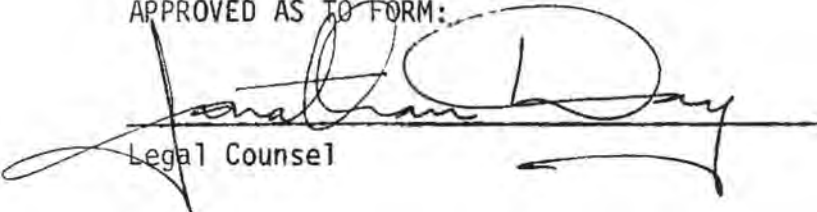
Ninfa Laurenzo, Secretary

APPROVED AS TO SUBSTANCE:



Walter J. Addison, Executive Director

APPROVED AS TO FORM:



Legal Counsel