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**LEWISVILLE LAKE BRIDGE CORRIDOR
FEASIBILITY STUDY INTERLOCAL AGREEMENT**

August 13, 2001

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**LEWISVILLE LAKE BRIDGE CORRIDOR
FEASIBILITY STUDY INTERLOCAL AGREEMENT
(FSF-75)**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS AGREEMENT, by and between the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and a political subdivision of the State of Texas, acting by and through its Board of Directors (the "Authority"), and the **COUNTY OF DENTON**, a political subdivision of the State of Texas, acting by and through its duly elected Commissioners Court (the "County"), is entered into effective as of the 20th day of September, 2000.

WITNESSETH

WHEREAS, the Authority is authorized to conduct studies regarding the feasibility of turnpike projects and to design, finance, construct, operate, and maintain turnpike projects in certain counties in north Texas, including Denton County, all in conformity with Chapter 366, Texas Transportation Code (the "RTA Act"); and

WHEREAS, the County, as a political subdivision of the State of Texas, has all of the authority and powers granted to counties under the laws of the State of Texas; and

WHEREAS, the County has requested the Authority to take such actions and conduct such studies as may be necessary to determine the financial feasibility of a proposed turnpike project to be constructed as a toll bridge (as more fully defined below, the "Bridge") across Lake Lewisville in Denton County, Texas; and

WHEREAS, the County has assumed responsibility for acquiring all right-of-way and other property interests necessary for the construction and operation of the Project (as such term is defined in Article I below); obtaining all permits, authorizations, and other approvals

necessary for the construction and operation of the Project; acting as the lead agency in communicating with the general public regarding the Project and communicating and coordinating with all local and other governmental bodies having jurisdiction over the Project; and planning, designing, constructing, operating, maintaining, and regulating the proposed non-tolled roads that will serve as east and west approaches to the Bridge (as more fully defined below, the “Access Roads”); and

WHEREAS, the County shall cause the Project to be included in its thoroughfare plan, in MOBILITY 2025: Metropolitan Transportation Plan of the North Central Texas Council of Governments, and as a project listed in the Texas Department of Transportation’s Unified Transportation Plan and Transportation Improvement Program; and

WHEREAS, Chapter 366.033 of the Texas Transportation Code authorizes the Authority to cooperate and work directly with governmental agencies and officials to support an activity required to promote or develop a turnpike project or system; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes political subdivisions to contract with one another to perform governmental functions and services, and the Authority and the County have determined that mutual benefits and advantages can be obtained by formalizing their agreements as to the study and evaluation of the Project and, if feasibility is established, its design, construction, maintenance and operation, together with the other matters set forth below; and

WHEREAS, the Board of Directors of the Authority, by Resolution No. 00-39 dated September 20, 2000, has authorized the Authority to enter into this Agreement to undertake such study and evaluation on the terms and conditions set forth below; and

WHEREAS, the County, by Court Order No. 00-0583 dated September 19, 2000, has authorized the County to enter into this Agreement and to perform its obligations hereunder;

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto by them respectively kept and performed as hereinafter set forth, and other good and valuable consideration, the receipt and sufficient of which being hereby acknowledged, the Authority and the County agree as follows:

ARTICLE I DEFINITIONS

1.1 Defined Terms. The following terms have the meanings indicated:

“Access Roads” means the two (2) segments of a proposed four-lane roadway to be located in a 120-foot right-of-way abutting the Bridge on the east and in an 80-foot right-of-way abutting the Bridge on the west. The segment of the Access Roads on the west side of Lewisville Lake will extend from the intersection of I-35E and Swisher Road to the western terminus of the Bridge; the segment on the east side of Lewisville Lake will follow one of several currently proposed alignments from the eastern terminus of the Bridge to the proposed extension of the Dallas North Tollway (the, “DNT”) at the proposed intersection of the DNT with FM 2934. The Access Roads will be designed for a maximum posted speed of not less than 45 miles per hour.

“Bridge” means a proposed four-lane toll bridge across Lewisville Lake, designed for a maximum posted speed of not less than 45 miles per hour, together with a toll plaza and related approaches west of the bridge, and having a western terminus at a point approximately 6300 feet east of the intersection of I-35E and Swisher Road and an eastern terminus at a point approximately twenty (20) feet east of the eastern edge of the

Bridge deck; the precise limits of the Bridge shall be stipulated in the supplemental agreement(s) described in Section 3.2 below, but said limits shall generally conform to the foregoing description.

“Corridor” means the proposed location of the Bridge and Access Roads as depicted in Exhibit A attached hereto and incorporated herein for all purposes. The Corridor is generally oriented in an east-west direction, commencing on the west at the intersection of I-35E and Swisher Road in the City of Lake Dallas, Denton County, Texas, proceeding easterly within an existing 80-foot right-of-way currently owned by the County, crossing Lake Lewisville at the proposed location of the Bridge, and continuing generally easterly within a proposed 120-foot right-of-way within the FM 720 alignment, and terminating on the east at the proposed extension of the DNT at the proposed intersection of the DNT with FM 2934.

“Investment-Grade Study” has the meaning given in Section 2.2 below.

“Preliminary Study” has the meaning given in Section 2.1 below.

“Project” means the Access Roads and the Bridge.

“RTA Act” means Chapter 366 of the Texas Transportation Code.

“Schedule” has the meaning given in Section 3.5 below.

“Studies” means, collectively, the Preliminary Study and the Investment-Grade Study.

“Technical Work Group” has the meaning given in Section 3.6 below.

“Turnpike project” has the meaning given to that term under Section 366.003 of the RTA Act.

“USACE” means the U.S. Army Corps of Engineers.

ARTICLE II THE STUDIES

2.1 Preliminary Feasibility Study. The Authority will complete a preliminary toll feasibility study (the “Preliminary Study”) to evaluate the financial feasibility of designing, constructing, operating, and maintaining the Bridge as a turnpike project. The Preliminary Study will be performed in accordance with the RTA Act and the Authority’s established policies and practices. In preparing the Preliminary Study, the Authority may utilize draft feasibility reports, environmental studies, reevaluations thereof, and other reports pertaining to the Corridor prepared by or on behalf of the USACE and other governmental and quasi-governmental bodies. The Preliminary Study will include general roadway and bridge schematic designs for the Bridge and the Access Roads and estimates of probable construction costs of those facilities, as well as such other reports and analyses as the Authority deems necessary or prudent to evaluate the feasibility of the construction of the Bridge as a turnpike project served by the Access Roads. Schematic designs and cost estimates under the Preliminary Study will be separately prepared for the Bridge and the Access Roads, and will be prepared in sufficient detail to permit the County and the Authority to develop separate preliminary budgets for engineering, construction, right-of-way and other costs related to the Bridge and the Access Roads. The costs incurred in connection with the preparation of the Preliminary Study will be allocated between the parties as provided in Article VI.

2.2 Investment-Grade Feasibility Study. The Authority will notify the County whether the Preliminary Study indicates that the design, construction, operation, and maintenance of the Bridge as a turnpike project is financially feasible. If, in the Authority’s judgment, the Preliminary Study indicates that the Bridge is financially feasible as a turnpike project, the Authority will prepare an Investment-Grade Toll Feasibility Study (the “Investment-

Grade Study”) to determine the feasibility of utilizing turnpike revenue bond funding in combination with County proceeds and other funding sources to design, acquire necessary right-of-way, construct, and operate the Bridge as a turnpike project. The Investment-Grade Study will include a traffic and revenue forecast, a detailed engineering report, and an investment financing plan for the Bridge, as well as such other reports and analyses as the Authority in its judgment deems necessary or prudent to determine whether to proceed with the construction of the Bridge. The Authority will bear the cost of preparing the Investment-Grade Study.

2.3 General Agreements Regarding the Studies.

a. Typical Project Sequence. The form of “Typical Project Sequence” attached to this Agreement as Exhibit B and incorporated herein depicts the steps that are generally applicable to the Authority’s investigation of feasibility for and, if appropriate, construction of a turnpike project. The County acknowledges that Exhibit B provides general background information only, and that the sequence followed for the Project may differ from the typical sequence depicted on Exhibit B. Notwithstanding the foregoing, for purposes of clarification, (i) the “Feasibility Study” step shown on the Typical Project Sequence corresponds to the Preliminary Study described in Section 2.1 above, (ii) the “Interlocal/Interagency Agreements” step corresponds to the negotiation and execution of this Agreement, and (iii) the “Final Feasibility Study” step corresponds to the Investment-Grade Study described in Section 2.2 above.

b. The Authority’s Role re: Feasibility. Except as otherwise provided below in this Section 2.3, and subject to the other provisions of this Article II that set forth the general subject matter of the Studies, the Authority shall have the ultimate authority to determine (i) the nature and extent of the Studies and the matters to be covered therein,

(ii) the selection of engineers, financial advisors, attorneys, and other consultants retained to undertake or evaluate the Studies, (iii) the terms of the agreements entered into with such engineers and other consultants in connection with the Studies, and (iv) the adequacy of the work product submitted by such engineers and other consultants.

c. Cooperation and Information. The Authority will keep the County informed on a regular basis regarding the progress and projected completion dates of the Studies. Upon request, representatives of the Authority will be available to meet with representatives of the County to discuss the progress and content of the Studies. The Authority will provide the County with six (6) original counterparts of the completed Studies. If the County desires additional copies of the Studies, it will reimburse the Authority for its copying costs.

ARTICLE III ELECTION TO PROCEED; DESIGN OF PROJECT

3.1 Election to Proceed. After the Studies have been completed and accepted by the Authority, the Authority shall determine in its sole judgment if it is feasible to design, finance, construct, operate, and maintain the Bridge as a turnpike project. The County acknowledges that the Authority must establish the feasibility of the Bridge as a turnpike project in accordance with the RTA Act and the Authority's established policies and practices before the Authority can commit to design, construct, or operate the Bridge. Unless and until the Authority's Board of Directors duly adopts a resolution authorizing the design and construction of the Bridge and allocating funds for the same, this Agreement imposes no obligations on the Authority with respect to the ultimate design of the Project or the construction, operation and/or maintenance of the Bridge, and the Authority makes no representations with respect thereto. The County hereby acknowledges that, absent the adoption of the resolution described in the preceding sentence,

neither the execution of this Agreement nor the parties' expenditure of funds and other actions hereunder shall in any way commit or obligate the Authority to design or construct the Bridge or to allocate funds therefor. Nothing contained in this Section 3.1 shall be construed, however, as modifying or conflicting with the Authority's commitment to evaluate, in accordance with the terms of this Agreement, the feasibility of the Bridge as a turnpike project.

3.2 Supplemental Agreements. The Authority and the County agree that if the Authority elects to proceed with the design and construction of the Bridge as provided in Section 3.1, it is anticipated that the parties, together with the Texas Department of Transportation and the several municipalities through which the Corridor extends, will enter into one or more supplemental agreements that, among other things, will specify the final alignment of the Corridor and more precisely delineate (a) cost sharing between the parties, and (b) the details of design, construction, operation, and maintenance of the Access Roads and Bridge, including specific project limits, and will contain such other terms as may be appropriate to ensure the physical and fiscal integrity of the Project. Although the precise terms of supplemental agreements shall be negotiated at a later time, none of those terms shall conflict with any provision of this Agreement, absent the specific agreement of the parties to the contrary, and all such supplemental agreements shall be consistent with the terms and provisions hereof.

3.3 Notice of Non-Feasibility. The Authority agrees to notify the County promptly in writing if for any reason the Authority concludes that the Bridge is not feasible as a turnpike project or that the Authority is otherwise unable to undertake the design, construction, and operation of the Bridge. In that event, the Authority will not incur any additional obligations or expenses for which the County is obligated under this Agreement (other than costs reasonably

incurred in terminating existing contracts pertaining to the Preliminary Study and otherwise concluding work thereon), and the Studies, whether in final or draft form, will be delivered to the County.

3.4 Design of Project. If the Authority elects to proceed with the construction of the Bridge as provided in Section 3.1, (a) the Authority, at its sole expense, will let a contract or contracts for the design of the Bridge and will be responsible for causing final plans and specifications for the Bridge to be produced in a timely manner in accordance with the Schedule, and (b) the County, at its sole expense, will let a contract or contracts for the design of the Access Roads and will be responsible for causing final plans and specifications for the Access Roads to be produced in a timely manner in accordance with the Schedule. The County shall ensure that the Access Roads are designed to be fully integrated and compatible with the Bridge so as to maximize the traveling public's access to the Bridge from the Access Roads and the overall safe and efficient operation of the Bridge as a turnpike project.

3.5 Design Review. Utilizing the Technical Work Group described in Section 3.6 below, each party will review the plans and specifications for the entire Project (and all subsequent modifications to the plans and specifications) to ensure that they conform to the basic design criteria and the other requirements of this Agreement. Notwithstanding the foregoing, the County acknowledges and agrees that, in accordance with the RTA Act and the terms of the Authority's current and future trust agreements pertaining to the DNT and/or the Project, the Authority must and does retain final authority to approve the final design of the Bridge. Each party will exercise its obligations relating to the design of the Project in a timely manner in accordance with a schedule of significant dates for the design and construction of the Project, which will be mutually agreed upon by the County and the Authority (such schedule, as the same

may be revised from time to time by written agreement of the parties, being referred to as the "Schedule").

3.6 **Technical Work Group**. The County and the Authority shall form the Lewisville Lake Bridge Technical Work Group (the "Technical Work Group"). The Technical Work Group shall be composed of representatives from the County and the Authority, together with such other members representing affected governmental or quasi-governmental bodies as the County or the Authority designates. It is understood and agreed that any other members designated by the County or the Authority shall be selected for the purpose of providing technical and other assistance to the Technical Work Group, and shall not have the authority to make or implement final actions or decisions binding on the Technical Work Group, the County, or the Authority. The Authority will chair and host regularly scheduled meetings of the Technical Work Group which are intended to (a) encourage open and continuous dialogue between the various participants, (b) facilitate and expedite the parties' review of design materials for the components of the Project, and any changes thereto, to ensure that they conform to criteria contained in this Agreement and are fully integrated and compatible with each other, and (c) facilitate the parties' monitoring of the design of various components of the Project and the completion dates for same. The goal of the Technical Work Group is to provide a streamlined review and information disseminating process regarding the design of the Project. To that end, the County and the Authority agree to distribute in advance the materials to be discussed and reviewed by the Technical Work Group at any meeting. The representatives designated by the County and the Authority to the Technical Work Group shall be responsible for conveying project information to their respective organizations and securing all necessary authorizations as promptly as possible.

3.7 **Design Costs.** All costs related to the design of the Project shall be shared by the parties in accordance with Article VI of this Agreement.

ARTICLE IV THE COUNTY'S OBLIGATIONS

4.1 **Support for Project.** The County acknowledges its approval of and support for the Project, as described in this Agreement. Without limiting the generality of the preceding sentence, the County expressly approves and supports the design, financing, construction, operation, and maintenance of the Bridge as a turnpike project under the RTA Act. The County will take all actions reasonably requested by the Authority that are consistent with this Agreement in furtherance of the purposes hereof.

4.2 **No Competing Projects.** Unless and until the Authority notifies the County that the Authority has determined that the design, construction and operation of the Bridge as a turnpike project is not feasible, the County will not advance any alternative to the Project or support any conflicting proposal for the development of a thoroughfare corridor parallel to the Project and located within three miles of the Corridor.

4.3 **Public and Governmental Involvement.** The County will conduct and coordinate all public hearings and public participation required to initiate and complete the Project. The Authority will support the County in these efforts, but the County will act as "lead agency" with respect to all such matters. The County also will communicate and coordinate with all municipalities, agencies, and other federal, state, regional, and local entities, including the USACE, having jurisdiction over any portion of the Corridor. The foregoing shall not prohibit the Authority from responding to or initiating any communication with any such entities.

4.4 **Approvals.** At its cost, the County will obtain all permits, consents, approvals, and authorizations, including, but not limited to, authorizations pertaining to environmental

matters, required for the construction and operation of the Project from all municipalities, councils of government, agencies, departments and subdivisions, and other governmental entities, including the USACE, whether federal, state, regional, or local, having jurisdiction over any portion of the Project.

a. Approvals Issued to Date. Without limiting the generality of the foregoing, the County represents that as of the date of this Agreement, the County has obtained all permits, approvals, and authorizations necessary for the construction and operation of the Project, including, programmatic environmental clearance from the USACE, the 404 permit, the 4F permit and the environmental approvals. The County shall furnish the Authority copies of said permits, approvals, and authorizations within thirty (30) days following the complete execution of this Agreement.

b. Additional Approvals. If the Authority elects to proceed with the construction of the Bridge, the County hereby covenants with and warrants to the Authority that the County will procure (on a timely basis so as to permit the design, financing, construction, and completion of the Project to proceed according to the Schedule) all outstanding permits, approvals, and authorizations required to construct and operate the Project.

c. Authority's Use of Approvals. All permits, approvals, and authorizations required for the construction and operation of the Bridge will be expressly issued for the use and benefit of the Authority. The Authority agrees to cooperate with the County to obtain such permits, approvals, and authorizations, but the County will act as "lead agency" with respect to all such matters.

4.5 **Construction of the Bridge.** If the Authority elects to construct the Bridge as provided in Section 3.1, the parties agree as follows:

a. **Financing.** The County shall cooperate with the Authority in connection with the Authority's efforts to identify, negotiate and close any financing the Authority seeks in connection with the Project.

b. **Acquisition of Project Right-of-Way.** The County shall acquire by purchase, condemnation, dedication or other means within its statutory authority all fee interests, permanent and/or temporary easements, rights of entry, licenses, leases, personal property (if any) and other interests of any kind, including, but not limited to, environmental mitigation sites, required for constructing and operating the Project. When requested by the Authority and in accordance with the Schedule, the County will promptly convey to the Authority all rights-of-way, easements, and other interests necessary for the construction and operation of the Bridge, subject only to such matters of title as are reasonably acceptable to the Authority.

c. **Relocation of Utilities.** The County, at its sole cost, agrees to relocate, provide for the relocation of, or reimburse the Authority for the cost of relocating and adjusting all utilities that are situated in the Project right-of-way or are otherwise affected by, or in conflict with, the Project. The Authority, its engineer(s) and contractor(s), shall design and undertake said relocations that are necessary for the construction or operation of the Bridge, all at the County's expense in accordance with the preceding sentence.

d. **City-Owned Utilities and Storm Water Systems.** The County shall facilitate the provision of utility services to the toll plazas and other facilities of the Authority by extending, at no cost to the Authority, all County-owned utility services to

the proposed sites for said facilities, provided that the Authority shall be responsible for the cost of utility service it utilizes at the customary rate for similar users. The County shall permit the connection of storm water drainage systems built as part of the Project to neighboring storm water systems belonging to the County, and the County shall provide any easements or other interests and make such enlargement or other betterment work required to effect the efficient discharge of storm water from the Project water in that manner. The County will assist the Authority in obtaining all required NPDES permits in connection with the Bridge.

e. Operation of Access Roads. The County shall operate, maintain, police and regulate (including the provision of all landscaping and mowing, signalization, illumination, permits for connections and curb cuts, safety devices and signage) the Access Roads and all other streets adjacent to, intersecting, or crossing the Project within the unincorporated areas of the County.

4.6 Construction of the Access Roads. If the Authority elects to construct the Bridge, the County, at its sole expense, will, in accordance with the Schedule, design, plan, coordinate, let all necessary contracts for, and timely construct the Access Roads in accordance with plans and specifications approved pursuant to Section 3.4 above, with no subsequent design changes not expressly approved in writing by the Authority. The County will ensure that the construction and operation of the Access Roads do not interfere with the Authority's design, financing, construction, or operation of the Bridge.

4.7 Failure to Timely Complete Access Roads. The County acknowledges and agrees that completion of the Access Roads both east and the west of the Bridge at or before the date of completion of the Bridge is a critical component to the overall success of the Project. The

Schedule, which shall be mutually agreed upon by the County and the Authority, shall specify a time for completion of the Access Roads. If the Access Roads are not substantially completed in accordance with the final plans and specifications and open for traffic by the time specified in the Schedule, the County shall reimburse the Authority for all interest payable on any bonds and other financing arrangements for which the Authority is liable with respect to the Bridge from (a) the later of (i) the date specified under the Schedule for completion of the Access Roads and (ii) the date that the Bridge is substantially completed and open for traffic, through (b) the date the Access Roads are substantially completed in accordance with the final plans and specifications and are open for traffic.

ARTICLE V THE AUTHORITY'S RESPONSIBILITIES

5.1 The Studies. The Authority shall be responsible for the procurement of the Studies as provided above in Article II.

5.2 Construction of the Bridge. If the Authority elects to construct the Bridge, it shall, at its sole expense and in accordance with the Schedule, design, plan, coordinate, let all necessary contracts for, and timely construct the Bridge in accordance with plans and specifications approved pursuant to Section 3.4 above, subject, however, to the County's timely acquisition of all approvals, permits, authorizations, and right-of-way required for the construction and operation of the Bridge and the County's timely fulfillment of its other obligations under this Agreement.

5.3 Control of Work. If the Authority elects to construct the Bridge, the parties acknowledge and agree that the Authority shall have sole authority and responsibility for (a) the design of the Bridge and all features thereof, (b) the selection of underwriters, investment bankers, financial advisors, legal counsel, consultants, construction managers, engineers,

architects, surveyors, testing engineers and laboratories, inspecting engineers, geotechnical engineers and scientists, suppliers, contractors, subcontractors, vendors, sureties, and other parties retained in connection with the financing, design, construction, maintenance or operation of the Bridge, (c) subject to the Schedule, the commencement, sequencing, and timing of design and construction activities and other work pertaining to the Bridge, (d) the acceptance or rejection of work or other deliverables pertaining to the Bridge, and (e) the negotiation, bidding, and letting of contracts pertaining to the Bridge.

ARTICLE VI COST SHARING

6.1 The Authority's Share. The Authority agrees to pay all costs associated with the Investment-Grade Study and the portion of the Preliminary Study pertaining to the Bridge, and, if the Authority elects to construct the Bridge, all costs incurred for the financing, planning, design, construction, operation, and maintenance of the Bridge.

6.2 The County's Share. The County agrees to pay and hereby commits the necessary funds for all costs associated with that portion of the Preliminary Study pertaining to the Access Roads, and, if the Authority elects to construct the Bridge, the County shall pay all costs incurred for the financing, planning, design, construction, operation and maintenance of the Access Roads. In addition, the County, at its cost, shall (a) conduct and coordinate all public hearings and participation as provided in Section 4.3 above, (b) obtain all permits, consents, approvals and authorizations for the Project as provided in Section 4.4 above, and (c) (i) acquire all rights-of-way, easements, and other property interests, including, but not limited to, environmental mitigation sites, necessary for the construction and operation of the Project, (ii) provide for all utility relocations required for the Project, (iii) provide utility and storm water

connections, and (iv) operate the Access Roads, all as more specifically provided in Section 4.5 above.

6.3 **Additional Studies; General Payment Terms.** If the County requests, and the Authority agrees, that the Authority shall conduct any additional studies, designs or cost estimates associated with the Access Roads, the County shall reimburse the Authority for all resulting costs. All payments to the Authority pursuant to this Agreement shall be made no more frequently than monthly and otherwise within 30 days of the County's receipt of itemized and certified statements prepared by the Authority or its consultants. All such payments shall be directed to the notice address set forth in Section 7.6 hereof.

ARTICLE VII GENERAL PROVISIONS

7.1 **Term of Agreement.** The term of this Agreement shall begin on the date of its execution by both parties and end on the earlier to occur of (a) the complete performance by the parties hereto of all provisions of this Agreement, or (b) upon determination by the Authority of the non-feasibility of the Bridge. If the Authority determines that it would not be feasible to continue with the evaluation, planning or construction of the Bridge, the Authority shall notify the County in writing of its intent to terminate this Agreement, which termination shall become effective immediately upon the County's receipt of said notification. Termination shall not affect the County's obligations thereunder to discharge the County's share of the costs of the Preliminary Study as provided in Section 3.3 hereof. The Authority agrees to promptly notify the County in writing if for any reason the Authority concludes that the Bridge is not feasible as a turnpike project or that the Authority is unable to undertake or complete the Studies or the design and construction of the Bridge.

7.2 **Nonapplicability of Certain County Codes.** The County acknowledges and agrees that the Authority is not subject to any building and development codes promulgated and enforced by the County. Further, the County shall not charge the Authority any development, impact, license, zoning, permit, building or construction fees of any kind with respect to the Corridor.

7.3 **No Liability.** Nothing in this Agreement shall be construed to place any liability on either the County, the Authority, on any of the Authority's or County's respective employees, agents, consultants, servants, directors, or officers for any alleged personal injury or property damage arising out of evaluation, design, construction, or operation of the Project, or for any alleged personal injury or property damage arising out of the County's operation, policing, regulation, maintenance or repair of the Access Roads or the County streets connecting to or within the Corridor. Furthermore, it is not the intent of this Agreement to impose upon the County or the Authority any liability for any alleged injury to persons or damage to property arising out of any matters unrelated to the terms of this Agreement undertaken by any contractor employed or engaged by the Authority or the County. Nothing herein shall be construed as a waiver of any rights that may be asserted by either party hereto, including the defense of governmental immunity.

7.4 **Relationship of the Parties.** Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partnership, or joint venture between the County and the Authority.

7.5 **Billboards.** To the extent compatible with applicable law and achievable under their respective enabling legislation, the County and the Authority agree to prohibit, eliminate or minimize, as the case may be, the presence of billboards or other similar outdoor signs that

would or could be visible from the traveled portion of the Project, whether the Access Roads or the Bridge. The agreement under this paragraph conforms to the Authority's policy expressed in its Resolution No. 98-048, dated July 24, 1998, to remove existing billboards and similar outdoor signs from its rights-of-way and terminate existing billboard/sign leases to the greatest extent practical and permissible under applicable laws, and to disallow billboards or similar outdoor signs on its rights-of-way in the future.

7.6 Notices. In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given (a) when delivered in hand, (b) one (1) business day after being deposited with a reputable overnight air courier service, or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and, in all events, addressed as follows:

In the case of the County:

County of Denton
110 West Hickory
Denton, Texas 76201
Attn: Scott Arney, County Judge

In the case of the Authority:

North Texas Tollway Authority
P.O. Box 260729
Plano, Texas 75026
Attn: Jerry Hiebert, Executive Director

or, if by hand delivery or overnight air courier service, using the following street address for the Authority:

5900 West Plano Parkway, Suite 100
Plano, Texas 75093
Attn: Jerry Hiebert, Executive Director

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

7.7 **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors. Neither the County nor the Authority shall, assign, sublet, or transfer their respective interests in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

7.8 **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

7.9 **Written Amendments.** Any change in the terms of this Agreement or the responsibilities of the parties hereto must be enacted through a written amendment to this Agreement. No amendment to this Agreement shall be of any effect unless in writing and executed by the County and the Authority.

7.10 **Limitations.** All covenants and obligations of the County and the Authority under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of the County or the Authority shall have any personal obligations or liability hereunder.

7.11 **Sole Benefit.** This Agreement is entered into for the sole benefit of the County and the Authority and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

7.12 Authorization. Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the County and the Authority, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

7.13 Venue. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas, and exclusive venue for any legal actions arising hereunder shall be in Denton County, Texas.

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

7.15 Waiver. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, condition, or agreement herein contained.

7.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no representations, understandings, or agreements relative hereto which are not fully expressed in this Agreement.

7.17 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and shall constitute one single agreement between the parties.

7.18 **Headings.** The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

IN WITNESS WHEREOF, the County and the Authority have executed this Agreement on the dates shown below, to be effective on the date listed above.

ATTEST:

Kathleen Bransford

COUNTY OF DENTON,
a Texas County

By: Scott Arney
Scott Arney, County Judge

Date: August 21, 2001

APPROVED AS TO FORM:

Carmen Renea Worley
Assistant District Attorney



ATTEST:

Ruby Franklin
Ruby Franklin
Secretary

NORTH TEXAS TOLLWAY AUTHORITY

Jerry Hiebert
Jerry Hiebert, Executive Director

Date: SEPTEMBER 17, 2001

APPROVED AS TO FORM:

General Counsel

By: Locke Liddell C. Sapp LLP
Frank C. Sapp

EXHIBIT A

to

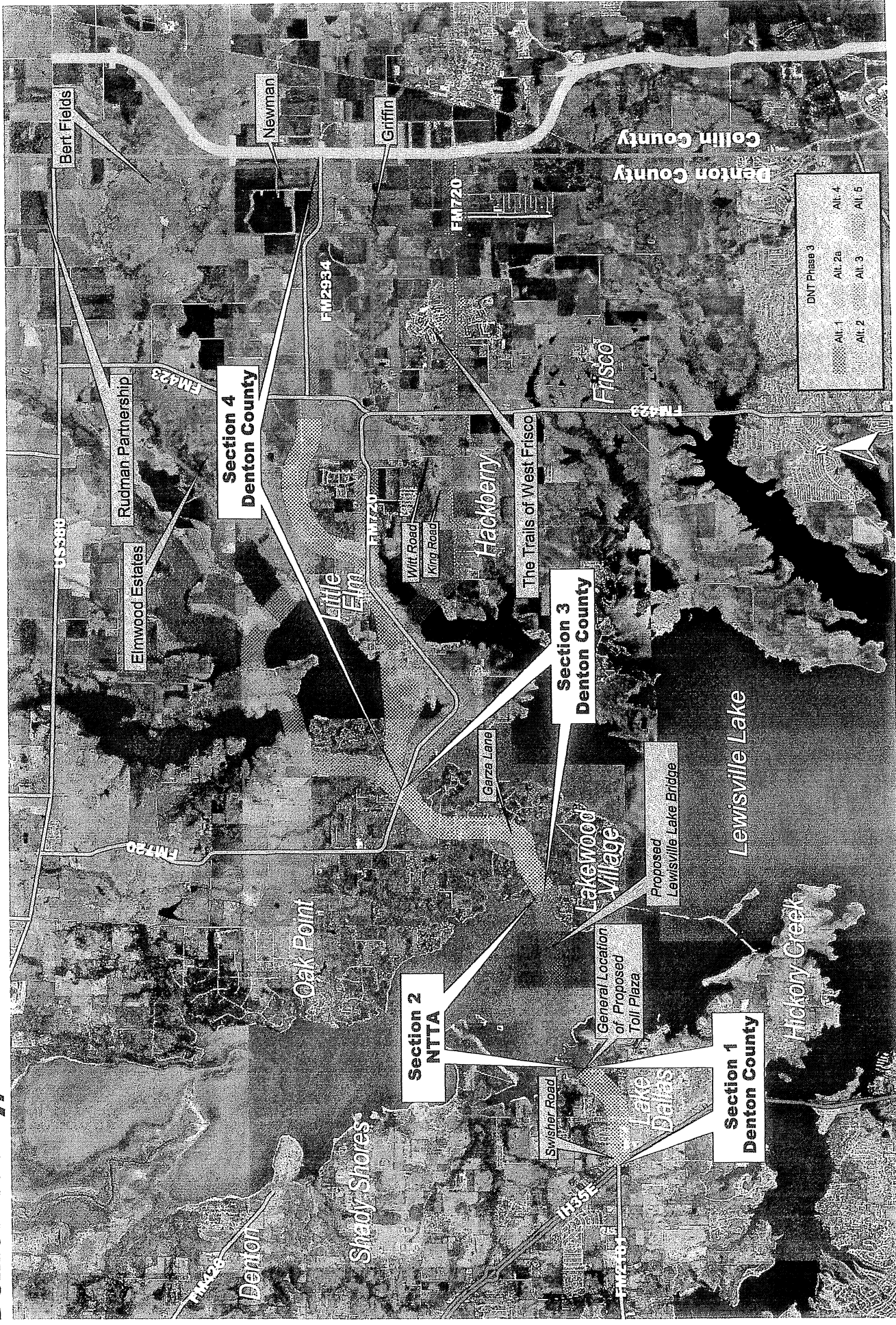
LEWISVILLE LAKE BRIDGE CORRIDOR FEASIBILITY STUDY INTERLOCAL AGREEMENT

Depiction of Corridor

[see the following page]

Lewisville Lake Toll Bridge and Access Roads Corridor Depiction

Denton County, Texas August, 2001



HN11B

EXHIBIT B

to

LEWISVILLE LAKE BRIDGE CORRIDOR FEASIBILITY STUDY INTERLOCAL AGREEMENT

Typical Project Sequence

[see following page]

FEASIBILITY STUDY
REQUEST

**FEASIBILITY
STUDY**

Insufficient
Feasibility

Maintain as tax
supported project

**INTERLOCAL/
INTERAGENCY
AGREEMENTS**

**EIS / EA
SCHEMATICS**

**FINAL FEASIBILITY STUDY
FUNDING AGREEMENTS
ISSUE BONDS**

NTTA
NORTH TEXAS TOLLWAY AUTHORITY

**TYPICAL PROJECT
SEQUENCE**

CONSTRUCTION

ROW / PS&E

EXHIBIT B
Lewisville Lake Bridge Corridor
Feasibility Study Interlocal Agreement
Typical Project Sequence