

**INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF GARLAND
REGARDING THE PROPOSED EASTERN EXTENSION
OF THE PRESIDENT GEORGE BUSH TURNPIKE
(02171-PGB-06-IL-EN)**

02071

3/9/07

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Table of Contents

	<u>Page</u>
ARTICLE I.	
PROPOSED EASTERN EXTENSION STUDIES	3
A. THE STUDIES	3
B. ENVIRONMENTAL ASSESSMENTS; THE STAKEHOLDER CITIES.....	4
C. INVESTMENT-GRADE FEASIBILITY STUDY	5
ARTICLE II.	
SCHEMATIC, DESIGN AND CONSTRUCTION ELEMENTS	6
A. SERVICE ROADS	6
B. DEPRESSION OF TURNPIKE LANES	8
1. Firewheel Mall.....	8
2. Other Segments.....	9
C. PROPERTY ACQUISITIONS	9
1. The Stakeholder Cities Agreements.....	9
2. The Authority's Project Agreement with TxDOT	10
3. Stakeholder Cities' Local Match	10
4. The City's and the Authority's Non-Monetary Obligations	10
5. The Authority's Obligations are Contingent.....	11
6. Use of City Rights-of-Way; Release of Certain Leasehold Interests	11
7. Lake Ray Hubbard Bridge Containment System.....	12
8. Ten-Foot Utility Strip	13
D. CONSTRUCTION REQUIREMENTS.....	13
1. Utility Clearances, Relocations and Connections	13
2. Storm Water Compliance.....	15
3. Construction Staging Areas	19

Table of Contents

(continued)

	<u>Page</u>
4. Soundwalls.....	20
5. Signalization	21
6. U-Turns.....	22
7. Cross Streets.....	22
8. Signage.....	24
E. MAINTENANCE	24
1. The City's Responsibilities.....	24
2. The Authority's Responsibilities	26
F. AESTHETIC TREATMENTS	27
ARTICLE III.	
GENERAL PROVISIONS	28
A. TERM OF AGREEMENT.....	28
B. MUTUAL SUPPORT.....	28
C. ELECTION TO PROCEED AND RELIANCE.....	29
D. SUPPLEMENTAL AGREEMENTS.....	30
E. CONTROL OF AUTHORITY FACILITIES, OPERATIONS AND NONAPPLI- CABILITY OF CERTAIN CITY CODES.....	31
F. RELATIONSHIP OF THE PARTIES; NO JOINT ENTERPRISE.....	31
G. BILLBOARDS	32
H. NO LIABILITY	33
I. NOTICES.....	33
J. SUCCESSORS AND ASSIGNS.....	34
K. SEVERABILITY.....	35
L. WRITTEN AMENDMENTS	35
M. LIMITATIONS.....	35
N. SOLE BENEFIT	35
O. AUTHORIZATION.....	36
P. VENUE.....	36
Q. WAIVER.....	36

Table of Contents

(continued)

	<u>Page</u>
R. ENTIRE AGREEMENT.....	37
S. COUNTERPARTS	37
T. HEADINGS	37
<u>EXHIBIT A</u> - Service Road Schematic	
<u>EXHIBIT B</u> - Ramp Access Plan	
<u>EXHIBIT C</u> - Utility Clear Zone	
<u>EXHIBIT D</u> - Proposed and General Ramp Tollbooth Locations	
<u>EXHIBIT E</u> - Schematic Of Signalized Intersections	
<u>EXHIBIT F</u> - Maintenance Responsibility Areas	
<u>EXHIBIT G</u> - Signalized Intersection Layout	

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STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS AGREEMENT, by and between the NORTH TEXAS TOLLWAY AUTHORITY, a regional tollway authority acting by and through its Board of Directors, hereinafter identified as the "Authority," and the CITY OF GARLAND, a Texas home-rule municipality, acting by and through its duly elected City Council, hereinafter identified as the "City," is to be effective as of the 7th day of November, 2007 (the "Effective Date").

RECITALS

WHEREAS, the Authority is authorized to study, evaluate, design, acquire, construct, maintain, repair, and operate turnpike projects within the Counties of Dallas, Collin, Denton and Tarrant, pursuant to Chapter 366 of the Texas Transportation Code, as amended (the "Regional Tollway Authority Act"); and

WHEREAS, the Authority proposes to design, construct, and operate the President George Bush Turnpike, hereinafter referred to as the "Turnpike," following the planned routes of SH 190 and SH 161 from its eastern terminus at SH 78 in eastern Dallas County to its western terminus at West Belt Line Road in the City of Irving; and

WHEREAS, the Authority has undertaken to conduct the necessary feasibility, environmental and other alignment studies for the possible easterly extension of the Turnpike, which has been proposed as a ten (10)- mile roadway following the approximate route of old

Loop 9 with a northern terminus of SH 78 and a southern terminus of IH 30 in the City of Garland (hereinafter the "Eastern Extension"); and

WHEREAS, through its Mobility 2025: The Metropolitan Transportation Plan, 2005 Update, the North Central Texas Council of Governments, the metropolitan planning organization for north central Texas, identified the Eastern Extension as an integral element of its regional transportation plan for the eastern Dallas County area; and

WHEREAS, the Authority has retained Carter & Burgess, Inc. to serve as its consulting engineer (hereinafter the "Consulting Engineer") to represent and assist the Authority in the evaluation, planning, design, review and coordination of the studies referenced above; and

WHEREAS, a significant amount of the Eastern Extension is within the corporate limits of the City, and the City, a political subdivision of the State of Texas with all of the authority and powers related thereto as prescribed by the laws of the State of Texas, has evidenced its support for the proposed Eastern Extension by Council Resolution No. 8965, duly resolved and adopted on July 22, 2003; and

WHEREAS, the Authority's Board of Directors resolved and adopted Resolution No. 03-82 on September 17, 2003 which, consistent with the City's recommendation, recommended the "build alternative" for the Eastern Extension designated as "EIS #1" and, contingent upon the execution of the necessary funding agreements, authorized the Authority's Executive Director to proceed with the procurement of necessary engineering services to design the Eastern Extension; and

WHEREAS, the City requested and the Authority has agreed to consider certain design and construction features for the Eastern Extension within the City's corporate limits; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governmental entities to contract with one another to perform governmental functions and services under the terms thereof, and the Authority and the City have determined that mutual benefits and advantages can be obtained by formalizing their agreement as to the design, construction, maintenance and operation of the Eastern Extension within the City's corporate limits.

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 sufficiency of which are hereby acknowledged, the Authority and the City agree as follows:

ARTICLE I. PROPOSED EASTERN EXTENSION STUDIES

A. THE STUDIES

The assessment of the feasibility of the Eastern Extension as a turnpike project consists of the preparation and evaluation of a series of feasibility, environmental and other alignment studies (collectively, the "Studies") directed by the Authority in accordance with the provisions of the Regional Tollway Authority Act, the Authority's trust agreements and other documents relating to its outstanding debt obligations, the National Environmental Policy Act of 1969 ("NEPA"), as well as other agreements by which it is bound and other applicable federal and state statutes, laws and regulations. The Authority agrees to conduct the Studies it deems necessary to determine its level of participation, if any, in the design, construction, funding and operation of the Eastern Extension. The Authority shall have the sole authority to determine (1) after suitable consultation with and input from the City, the nature and extent of the Studies, (2)

the selection of engineers and other consultants retained to prepare or evaluate the Studies, (3) the terms of any agreements between the Authority and such engineers or other consultants pertaining to the Studies, and (4) the adequacy of the work product submitted by such engineers and other consultants. The Authority agrees to keep the City reasonably informed of the progress and projected completion dates of the Studies. At no charge to the City, the Authority has provided the City with one bound master copy and one electronic copy of the draft environmental impact statement (the "DEIS") and one bound copy of the final environmental impact statement (the "FEIS") prepared as part of the Studies. The City may reproduce copies of the master and electronic documents, at its discretion, in whole or in part; however, the Authority shall not be responsible for the manner in which such reproduced material is subsequently used or distributed. If the City desires additional copies of the DEIS, FEIS or any of the other Studies from the Authority, the Authority may furnish such copies, provided that the City shall reimburse the Authority for its reproduction costs.

B. ENVIRONMENTAL ASSESSMENTS; THE STAKEHOLDER CITIES

The Authority agrees to pursue the completion of those Studies, designs, evaluations, proceedings and documents that are required to be submitted for environmental approval to the Texas Department of Transportation ("TxDOT") and the Federal Highway Administration ("FHWA") for the construction of the Eastern Extension as a controlled-access, four (4)- to six (6)- lane turnpike project connecting SH 78 to IH 30 through the Cities of Garland, Rowlett and Sachse. In evaluating and compiling the data for the environmental permitting process, the Authority shall, to the extent consistent with the Regional Tollway Authority Act and the covenants contained in the documents relating to its outstanding debt obligations, include in its considerations the City's current comprehensive and master thoroughfare plans. On January 24,

2005, the Authority received the record of decision ("ROD") for the Eastern Extension. Except as provided below in Section III.C., if and when interlocal agreements are executed with the Cities of Garland, Rowlett and Sachse, the three (3) cities through which the Eastern Extension runs (hereinafter the "Stakeholder Cities"), and funding agreements are executed with TxDOT and FHWA, the Authority shall prepare, or cause to be prepared, plans sufficient for the (1) acquisition of right-of-way, (2) relocation of above- and below-ground existing utilities, and (3) construction of the facilities comprising the Eastern Extension, and the Authority shall provide in writing to the City a schedule showing the anticipated start and completion dates for the preparation of such plans. The Authority shall provide the foregoing plans to the City for comment at the 30%, 60% and 90% completion levels and, without limiting any other provisions of this Agreement, consider the City's comments; the City shall submit all comments, if any, within ten (10) days after its receipt of any such set of plans.

C. INVESTMENT-GRADE FEASIBILITY STUDY

The Authority shall conduct, as part of the Studies, an investment-grade feasibility study to determine the feasibility of using turnpike revenue bond funding, alone or in combination with other funding sources, to finance the costs to design, construct and operate the Eastern Extension as a turnpike project. The investment-grade feasibility study may include traffic and revenue forecasts, a detailed engineering report and an investment and/or financing plan that evaluates the Eastern Extension as a turnpike project. The Authority shall conduct these evaluations, as well as such other analyses as may be deemed appropriate by the Authority, at its sole expense. Once it is approved and accepted by the Authority's Board of Directors, the Authority shall provide a copy of the investment-grade feasibility study to the City.

ARTICLE II.
SCHEMATIC, DESIGN AND CONSTRUCTION ELEMENTS

A. SERVICE ROADS

The Authority has prepared, and the City has reviewed, accepted and is in possession of, the schematic (the "Schematic"), an excerpted portion of which being attached hereto as Exhibit A and incorporated herein for all purposes. The Authority agrees to design and construct, at its sole expense, two (2) two-lane northbound and southbound connections to IH 30 and two (2) three-lane eastbound and westbound service roads, as depicted (both limits and typical section) on Exhibit A. The geometric and pavement designs for the service roads constructed subsequent to the execution of this Agreement shall comply with applicable TxDOT standards and shall run generally parallel to controlled access lanes constructed as part of the Eastern Extension (the "Turnpike Lanes"). Upon the Authority's completion of the service road construction and without limiting the provisions of Section II.E., the Authority shall retain control of and maintain the access ramps to and from the Turnpike Lanes to the ramp gore nose of the applicable service road or intersection with the applicable service road or other street, as well as the median between and the shoulder and any border area abutting the Turnpike Lanes (collectively, the "Turnpike Lane Area"), and the Authority intends to contract for TxDOT to assume full responsibility for the maintenance, signalization and operation of the all service roads that are within the City's corporate limits (collectively, the "Service Roads"). To ensure the safe and efficient movement of motorists, the City agrees to limit access along the Service Roads in accordance with the Authority's Ramp Access Plan, attached hereto as Exhibit B and incorporated herein for all purposes (as the same may be subsequently amended). In addition, because the Service Roads are anticipated to be on the State Highway System, access will be permitted in accordance with applicable TxDOT policies and practices. The Authority is

obligated to construct only those Service Roads that it has agreed to construct under this Agreement and shown on the Schematic. The City agrees that it will not construct, or otherwise approve or advance the construction of, service, frontage and/or access roads to or from, abutting or paralleling the Eastern Extension and, additionally, the City shall consult with the Authority prior to undertaking any thoroughfare system not currently shown on the City's Master Thoroughfare Plan which reasonably might affect the operation or performance of the Eastern Extension, provided, however, that nothing contained in this Section II.A. shall be interpreted or otherwise operate as prohibiting the City from expanding Naaman School Road from two (2) to four (4) lanes. The Authority intends to contract with TxDOT for the operation and maintenance of the Service Roads in accordance with the Project Agreement (as hereinafter defined), provided that the City agrees to provide for the policing of the Service Roads (other than the installation of regulatory signage) and to refrain from impeding, in any manner, access to or egress from the Turnpike Lanes or from otherwise adversely affecting the operation of the Eastern Extension. The City, in turn, may subcontract with TxDOT for the performance of all or any portion of the operation and maintenance responsibilities for the Service Roads which TxDOT has contracted to undertake pursuant to the previous sentence upon terms satisfactory to the City and TxDOT and at no cost to the Authority. To the extent authorized under its agreement(s) with TxDOT or otherwise, the City shall maintain control of access to the Service Roads consistent with the terms of this Agreement. The Authority, at no cost to the City, shall widen the Service Roads as part of its initial construction of the Eastern Extension from two (2) lanes to three (3) lanes at the Service Road intersections as shown on the Schematic. No additional widening of the Service Roads shall be permitted in the future unless the widening will not adversely affect the safe and efficient operation of the Turnpike, including its financial performance. If such additional

widening is approved by the Authority at any time in the future, (1) the design and construction of all resulting improvements shall be subject to the review, inspection and approval of the Authority and TxDOT, (2) the City shall be solely responsible for all costs resulting from said design and construction (which shall be remitted to the Authority prior to letting), as well as future maintenance costs, and (3) said widened features shall be operated, policed and maintained, at no additional cost to the Authority, in the same manner as provided for the remainder of the Service Roads under this Section II.A. and the widened features shall be deemed part of the Service Roads for all purposes under this Agreement.

B. DEPRESSION OF TURNPIKE LANES

1. **Firewheel Mall.** The Authority has designed and constructed the Turnpike Lanes from west of SH 78 to east of Northeast Parkway as depressed or below-grade-level lanes. The City and the Authority have entered into a letter agreement dated January 4, 2005 (the "Letter Agreement") pertaining to utility and other costs incurred by the Authority to assist the City regarding the Firewheel Mall which shall not be superseded or otherwise affected by this Agreement. The Authority commits to use all reasonable efforts to negotiate a provision in the Project Agreement, as hereinafter defined and described in Section II.C.2., committing TxDOT to fund ninety percent (90%) of the One Million Eight Hundred Seventy-Four Thousand Eight Hundred Thirty-Nine and 10/100 Dollars (\$1,874,839.10) cost expended by the City to acquire the 78 Associates parcel required for the construction of the Turnpike Lanes near the Firewheel Mall. The Authority will seek to have that amount paid by TxDOT to the Authority (which hereby commits to promptly remit same to the City) upon the Authority's conveyance of the service road portion of the 78 Associates property to TxDOT. Additionally, the Authority commits to use all reasonable efforts to place in the Project Agreement an acknowledgement that

the 78 Associates property, along with other property in the vicinity of Firewheel Mall, shall be subject to deed restrictions prohibiting above-ground utilities. The Authority represents to the City that provisions consistent with the preceding three (3) sentences were included in the final draft of term sheet prepared by the Authority for the Project Agreement and in the first draft of Project Agreement prepared by the Authority and sent to TxDOT that is currently under negotiation.

2. Other Segments. The depression of Turnpike Lanes within any segment(s) other than as described on the Schematic and as requested by the City shall be at the sole discretion of the Authority, and the City shall be responsible for reimbursing the Authority for any and all design and construction costs (including utility relocation costs) incurred in excess of that required for construction in accordance with the Schematic. The cost differential shall be determined by subtracting estimated costs to design and construct the Turnpike Lanes in accordance with the Schematic from the actual costs to design and construct the Turnpike Lanes at below-grade level. The City agrees to reimburse the Authority for the difference between the Authority's *estimated* costs to design and construct the Turnpike Lanes in accordance with the Schematic and the Authority's *actual* costs for the design and construction of Turnpike Lanes at below-grade level. The City shall pay the difference in design and construction costs within thirty (30) days after receipt of an invoice for the same from the Authority. Notwithstanding the foregoing, the City shall bear no additional costs if the Authority elects to depress additional segments of the Turnpike Lanes acting on its own initiative and not at the City's request.

C. PROPERTY ACQUISITIONS

1. The Stakeholder Cities Agreements. TxDOT and each of the Stakeholder Cities will enter into fully binding agreements (the "Stakeholder Cities Agreements") pursuant to which

those parties will agree to share right-of-way acquisition costs for the Eastern Extension on a 90/10% basis, as more particularly described below. The City agrees to promptly commence and diligently pursue the negotiation and execution of its Stakeholder City Agreement and, thereafter, to fully perform under and comply with its terms.

2. The Authority's Project Agreement with TxDOT. The Authority, in turn, will enter into an agreement with TxDOT (the "Project Agreement") specifying, among other things, the right-of-way acquisition costs that are reimbursable at one hundred percent (100%), ninety percent (90%) or not reimbursable, as well as the method by which TxDOT and the Authority shall effect the reimbursement.

3. Stakeholder Cities' Local Match. Without limiting the provisions of subsection II.C.1 above, the City shall deposit its local match in a separate "revolving" account with TxDOT pursuant to its Stakeholder City Agreement. The Project Agreement will provide that when the Authority submits a request for reimbursable acquisition costs to TxDOT, TxDOT will draw down that amount from the "revolving" local match account, remit it to the Authority, and restore the remitted amount to the "revolving" local match account from other TxDOT funds.

4. The City's and the Authority's Non-Monetary Obligations. The Authority shall provide a Parcel-by-Parcel acquisition schedule to the City of when and what right-of-way is required; the City shall use best efforts to assist the Authority's acquisition of all required right-of-way as and when requested by the Authority, but shall not be required to expend any sums to do so. The Authority also shall obtain at its cost all land surveys, appraisals, and title insurance the Authority deems necessary or prudent to acquire the right-of-way, easements and other interests required for the Eastern Extension. The Authority shall specify which tracts are to be conveyed to the Authority in fee and which by easement. The Authority, at its sole cost, shall

provide professional expertise to support the City's assistance to the Authority's right-of-way efforts by allowing the City and its staff and consultants access to the Authority's Right-of-Way Acquisition Team (the "RAT"); the City shall work in a fully collaborative and coordinated manner with the RAT, and, upon reasonable prior notice by the Authority, use best efforts, consistent with the City's current policies and practices, to obtain donation or a lower negotiated acquisition cost whenever possible. Without limiting the foregoing, the City shall make its staff and consultants reasonably available to the Authority and the RAT to assist and support in (a) making contacts and facilitating negotiations with landowners for the right-of-way acquisitions and (b) assisting in eliciting right-of-way donations and (c) assisting in carrying out relocation assistance for displaced residents and business as required by applicable law, provided, however, that the City shall not be obligated to place any undue burden on its staff or resources in providing that assistance and support. The City agrees to participate in meetings and other activities with the Authority's staff, the RAT and other consultants.

5. The Authority's Obligations are Contingent. The Authority's obligations regarding the acquisition of right-of-way for the Eastern Extension and under this Agreement generally are fully contingent upon the agreement of all three (3) of the Stakeholder Cities and TxDOT to the procedure and obligations described above as evidenced by their execution of the three (3) Stakeholder Cities Agreements and the Project Agreement with provisions substantially identical to those contained in these subsections II.C.1 through 3. The City acknowledges that the Authority shall not be required to commence acquisition of right-of-way for the Eastern Extension until the Project Agreement has been fully executed.

6. Use of City Rights-of-Way; Release of Certain Leasehold Interests. The City shall dedicate, or cause to be dedicated, to the Authority, at no cost to the Authority, all property

and/or property interests that are reasonably required for the construction of the Eastern Extension and which are owned by the City. Without limiting the foregoing, the City shall dedicate and assign, and does hereby agree to dedicate and assign, to the Authority all of the City's street and roadway easements and similar interests in property necessary or convenient for the construction or operation of the Eastern Extension and generally indicated on the Schematic. Pursuant to the foregoing, the City agrees to convey to the Authority within thirty (30) days following the complete execution of this Agreement fee simple title to those parcels of land described in Schedule 1, attached hereto and incorporated herein for all purposes, pursuant to conveyance instruments reasonably acceptable to the parties. Further, the City hereby releases any leasehold or similar interests it holds with respect to any property owned in fee by the City of Dallas that is required for the Eastern Extension in the vicinity of Lake Ray Hubbard and as generally indicated on the Schematic, said release to be effective, without any additional action by the City, the Authority or any other party, upon the granting of rights to that right-of-way to the Authority by the City of Dallas.

7. Lake Ray Hubbard Bridge Containment System. In response to concerns raised by Dallas Water Utilities, the Authority instructed the Consulting Engineer to examine potentially feasible and compatible design alternatives for the Lake Ray Hubbard Bridge feature of the Eastern Extension (the "Bridge") that would remove storm water runoff from that structure and treat it prior to release into the lake. Insofar as no similar system is in place on IH 30, SH 66 and local streets whose runoff enters Lake Ray Hubbard without treatment, the Authority questions the need for and benefit of such a system on the Bridge. Nevertheless, the Bridge design is anticipated to incorporate a containment system as well as a treatment system situated at both of its termini. If TxDOT constructs the Bridge – as the Authority anticipates will be

provided in the Project Agreement – all rights provided the Authority under this Agreement may be exercised and relied upon by TxDOT.

8. Ten-Foot Utility Strip. In accordance with then-applicable standards, the schematic design for the Eastern Extension was prepared to provide a ten (10) foot-wide strip extending from the outside boundaries of the roadway for the placement of existing utilities. The standards for that recommended minimum width subsequently were changed to fifteen feet (15') in width by TxDOT. The City acknowledges and approves the 10-foot width reflected in the initial design for the Eastern Extension, provided, however, the Authority commits to acquire additional right-of-way or easement interests for the utility strip in those areas, if any, where the Authority deems it necessary to accommodate the relocation of existing utilities.

D. CONSTRUCTION REQUIREMENTS

1. Utility Clearances, Relocations and Connections. The City agrees to maintain a utility clear zone by prohibiting the subsequent issuance of any utility permits that would conflict with the design and construction of the Eastern Extension. Without limiting the foregoing, for those portions of the Turnpike Lanes built as overpass structures, the utility clear zone shall extend not less than seventy-five feet (75') from the Turnpike Lanes centerline (for a utility clear zone of not less than one hundred fifty feet [150'] total). This utility clear zone shall be located between four feet (4') and twelve feet (12') behind the back of curb of the through traffic lanes (ultimate width) of the cross street as shown in Exhibit C, attached hereto and incorporated herein for all purposes. The City shall be responsible for relocating any utilities or other surface or subsurface improvements and facilities that the Authority determines to be in conflict with the utility clear zone and which were placed subsequent to the Effective Date on right-of-way or facilities under the City's control. The Authority shall design its bridges to

accommodate the cross street widths as reasonably determined by the City and communicated in writing to the Authority before the design of any such bridge commences. If the Authority determines that Eastern Extension bridge foundation elements are required in the center median of a cross street, an eight foot (8') wide utility clear zone in such median shall also be provided by the City.

Without limiting the foregoing, in order to accomplish the City's requests with respect to the depression of the Turnpike Lanes and the expedited construction of the service road box system in the vicinity of the Firewheel Mall as provided in subsection II.B.1., the City agreed to ensure that all existing and proposed utilities located within the limits of the Firewheel Mall's service road box system (west of SH 78 to east of Northeast Parkway) could accommodate in accordance with generally accepted engineering standards the proposed construction of the service road box system and the subsequent construction of the Turnpike Lanes.

The City, when requested by the Authority, agrees to supply, at no cost to the Authority, water and sanitary sewer service to the right-of-way limits adjacent to the Authority's facilities, including ancillary support buildings, ramp tollbooths and main lane toll plazas, that are located within the City's corporate limits. Such sanitary sewer service shall be satisfied by on-site waste disposal systems (septic systems) until a sanitary sewer line is extended to the general vicinity of the facility in question. The proposed and general locations for the Authority's ramp tollbooths and main lane toll plazas for the Eastern Extension are shown on Exhibit D, attached hereto and incorporated herein for all purposes; final locations shall be established by the Authority in consultation with its General Engineering Consultant (as hereinafter identified), the Consulting Engineer and other design professionals. The Authority shall pay for its usage of City utilities; however, the Authority shall not be subject to any utility connection fees, impact fees, user fees

or any other type of special assessment. The City shall invoice the Authority only for the Authority's actual usage of said utilities at such standard rates as the City applies to other governmental entities, and the Authority shall promptly pay all invoices submitted therefor by the City.

The City shall be responsible for, and promptly deposit with the Authority, all additional design, materials, and construction costs resulting from the upsizing or enhancement of, or other betterment to, any utility structures in connection with the construction of the Eastern Extension which is requested by the City.

2. Storm Water Compliance. The City will permit the Authority to connect to the City's municipal separate storm sewer and storm water drainage systems (the "MS4"), if any, and the City shall make such enlargements or other betterment work required for the efficient discharge of storm water from the Turnpike. The City shall cooperate, coordinate with, and assist the Authority in the Authority's compliance with the Authority's MS4 Permit. At the City's written request, the Authority shall provide the City with technical information and assistance required for the City to perform its obligations and responsibilities as set forth below. At the Authority's written request, the City shall provide the Authority with technical information and assistance required to perform its obligations and responsibilities as set forth below. The City and the Authority agree as follows:

- (a) The Authority will be responsible for the operation and maintenance of the MS4 it owns within the corporate limits of the City unless otherwise provided in an agreement with the City. The City shall be responsible for the construction, operation, maintenance, and inspection of the MS4s it owns and the remaining area within the City's corporate limits. The City

and Authority shall each be responsible and liable for any fines and/or penalties which may be assessed in relation to their own MS4.

- (b) If and to the extent required by law, each party shall develop its own Storm Water Management Plan ("SWMP") as part of its MS4 permit and will be responsible for implementing the SWMP on the MS4 for which it is the operator and for complying with the conditions of its storm water permit relating to the SWMP. The City shall cooperate with the Authority on the creation or modification of the Authority's SWMP.
- (c) The City shall use its available authority and police power to detect, identify, and enforce applicable Clean Water Act (which for all purposes includes all amendments thereto), storm water pollution laws and regulations with respect to the following:
 - i. Those areas within the corporate limits of the City that generate or convey runoff that originates outside of the Authority's MS4 permit right-of-way.
 - ii. Those areas within the corporate limits of the City that generate or convey runoff that originates outside of the Authority's MS4 permit right-of-way and is conveyed to or through the Authority's MS4.
 - iii. Illicit discharges and improper disposal that originate within the City's corporate limits and are reasonably likely to enter from outside the Authority's MS4.

- iv. Construction site runoff (other than construction of the Eastern Extension or which otherwise results from the Authority's activities) that originates within the City's corporate limits and is reasonably likely to enter from outside the Authority's MS4.
 - v. Industrial and high risk run-off that originates within the City's corporate limits and is reasonably likely to enter from outside the Authority's MS4.
- (d) The Authority will use reasonable efforts to substantially comply with its MS4 permit, and control pollution in storm water that originates on the Turnpike Lane Area, as required by the conditions of its MS4 permit. The City shall use reasonable efforts to substantially comply with its MS4 permit, and control pollution in storm water discharged within the corporate limits of the City and onto the Turnpike Lane Area, as required by the conditions of its MS4 permit. The Authority will comply with all applicable regulations.
 - (e) Each party will promptly notify the other if it knows of a discharge of oil or other hazardous substance or material in an amount that requires reporting or be violative of any law, regulation or permit and that has the potential to be introduced into the other party's MS4, regardless of where such discharge originates.
 - (f) After notice (that is reasonable under the circumstances) to the Authority and subject to safety and traffic-control measures reasonably required by the Authority in response to such notice, the City may enter the Turnpike

Lane Area to conduct inspections reasonably related to monitoring compliance with the Clean Water Act, storm water pollution laws and regulations by parties other than the Authority; if, despite the good faith efforts of the parties, the Authority and the City are unable to agree on the necessary safety and traffic-control measures, the City shall be excused from its obligations under this subparagraph.

- (g) Utility construction, operation or maintenance, or any other activity performed by the City, its agents, employees or contractors on the Turnpike Lane Area shall not begin without prior written notification to the Authority and shall comply with all applicable local, state and federal laws and regulations, including but not limited to, the Clean Water Act and those governing storm water pollution.
- (h) The Authority may incorporate into its MS4 permit filings and reports the results of the City's tests conducted in connection with its MS4 storm water permits, including "wet-weather" monitoring results (whether under the wet-weather monitoring program coordinated by the North Central Texas Council of Governments or otherwise) and "dry weather" field screening, provided said results shall be provided by the City without warranty.
- (i) At the City's request, the Authority will make available to the City research related to highway operations and storm water runoff referenced in the Authority's SWMP.

- (j) The Authority may state its use of and reliance on the storm water public awareness and public education program, which is required by the MS4 permit for the City and which is conducted by the City, as a program that satisfies the Authority's public education and awareness program obligations under the Authority's MS4 permit.
- (k) The City and the Authority each may incorporate into its respective MS4 permit applications, reports, and filings information from the permit applications reports and filings of the other.

3. Construction Staging Areas. If requested by the Authority and irrespective of whether the Stakeholder Cities agree to the Alternative ROW Acquisition Program, the City shall make available its rights-of-way or other properties located along the Eastern Extension, if any, for the Authority's exclusive use as temporary staging areas as are reasonably necessary before and during construction; provided, however, the City shall not be obligated to obtain any additional right-of-way solely for such purpose. Notwithstanding the foregoing, if the City demonstrates that a property requested by the Authority cannot be utilized for this purpose without materially interfering with the City's current or committed future use for that property and the City identifies a substitute property offering comparable utility as a temporary staging area, the substitute property shall be utilized. Such areas may be used for the placement and operation of construction site trailers, for temporary material disposal, for temporary embankments, for the operation of a concrete and/or asphalt batch plant, or for any other purpose that may be related to the construction of the Eastern Extension. During its use of the staging areas, the Authority shall use all reasonable efforts to maintain the property in an orderly condition, free from excessive debris and clutter and with no unlawful contamination. Upon

completion of construction activities or cessation of its use thereof, whichever comes first, the Authority, at its cost, shall return the staging areas to the City in a condition comparable to or better than when received for use by the Authority.

Without limiting the foregoing, the approved alignment for the Eastern Extension will require the acquisition of property currently improved with, among other uses, approximately 440 apartment units included in the complexes commonly known as the Lakeway Shore Apartments, the Lakeway Forest Apartments and the Windward Apartments. The Authority anticipates that all or a portion of this property will be needed to provide staging areas for the construction of the IH 30 interchange and the Bridge features of the Eastern Extension, which will necessitate its acquisition prior to the letting of the first round of construction contracts.

4. Soundwalls. The Authority may be required to or elect to construct soundwalls, retaining walls or similar structures as a condition of operating the Eastern Extension. The provision of soundwalls, also known as noise walls, has been analyzed in the FEIS process according to applicable FHWA criteria. The FEIS contains results of that analysis and/or noise contours based upon projected Eastern Extension noise levels. The Authority provided a copy of the FEIS to the City and the City hereby acknowledges its receipt. The City shall be responsible for using the information to determine compatible land uses based on projected noise levels. The City acknowledges that the Authority shall not be responsible for constructing any soundwalls, which (1) are not identified by the FEIS, (2) are not approved by adjacent property owners, or (3) are required due to incompatible land uses that the City allows to be planned, platted, approved or constructed where the noise contours or analysis indicate that the FHWA or other applicable sound criteria are exceeded. The Authority will not be liable or obligated, financially or otherwise, for providing soundwalls to any development which is proposed, platted, approved,

permitted or constructed after the completion of the FEIS. The City agrees to maintain and repair all soundwalls, retaining walls or similar structures which are constructed by or on behalf of the City, provided, however, that the City shall have no structural maintenance or repair obligations with respect to the retaining wall constructed as part of the Firewheel Mall service road box in the southeast quadrant of the Eastern Extension and SH 78 interchange, on property previously owned by 78 Associates.

5. Signalization. Within the City's corporate limits, the design of the Eastern Extension provides for signalized intersections along the portion of the Service Roads associated with IH 30 and/or at the cross streets or ramps to and from the Turnpike Lanes. These intersections are as depicted in Exhibit E, attached hereto and incorporated herein for all purposes. In consideration of the City's performance of its obligations under this Agreement, the Authority shall provide for the design, construction and installation of temporary and permanent traffic signalization necessitated by the construction of the Eastern Extension. The Authority shall design, prepare and issue construction plans and specifications, take bids, award contracts and purchase orders, install and test (or cause the same to be done) any temporary or permanent traffic signalization systems at the City street intersections with the Eastern Extension as shown on Exhibit E, and also shall install and/or relocate, at its sole expense, any traffic signals, conduit, controllers or any other related facilities that may be required for or as a result of the construction of the Eastern Extension (collectively, the "Signalization Work"). Thereafter, as more specifically set forth below, the City shall be responsible (either itself or by agreement with TxDOT) for the operation and maintenance of said traffic signalization systems. The Signalization Work shall include the Authority's provision, at its cost, of the standard TxDOT signal kit, plus "Opticom® units."

The City shall ensure that, once completed, its traffic signalization systems do not impede or interfere with the operation of the Eastern Extension. The Authority shall keep the City reasonably informed of the Authority's design and construction plans in furtherance thereof. Upon completion of the Signalization Work, the City agrees (either itself or by agreement with TxDOT) to operate, police and maintain the described traffic signalization systems at no cost to the Authority and to assume the responsibility for provision of all electrical power required for signal operations, including that required during construction and test periods. This subsection II.D.5 sets forth the Authority's sole obligation regarding the Signalization Work and nothing contained in this Agreement shall in any way impose upon or create for the Authority any responsibility for (i) the proper operation of traffic signalization along the Eastern Extension within the corporate limits of the City or (ii) the police enforcement required for securing compliance with the traffic signals described in this Agreement.

6. U-Turns. The Authority, at its cost, will design and construct the approved U-turns and U-turn deceleration lane(s) as depicted on the Schematic. The City shall be responsible for policing, operating and maintaining, at its sole expense, the U-turns and U-turn deceleration lanes in a manner that does not impede access to or egress from the Turnpike Lanes. The City does not request the inclusion of any additional underpass or overpass U-turns in the Eastern Extension design.

7. Cross Streets. The Authority has designed and constructed the Eastern Extension intersections with Crist Road and Firewheel Parkway pursuant to the work described in subsection II.B.1, and the City has accepted same. The Authority shall design and construct the intersection depicted on Exhibit G, attached hereto and incorporated herein for all purposes, as indicated thereon, including with respect to intersection layout, U-turns, left-turn lanes, and

(except where otherwise indicated) three-lane frontage roads. If the City subsequently desires at any time to construct or materially modify a cross street over or under the Eastern Extension, it shall contact the Authority and thereafter take all steps the Authority reasonably deems necessary or desirable to ensure that the design, construction, maintenance and operation of the cross street does not impair or interfere with the design, construction, operation or maintenance of the Eastern Extension. The City shall submit to the Authority the name of the engineering firm the City intends to retain to design the cross street and shall not award the engineering contract unless and until it receives the Authority's written approval thereof, such approval not to be unreasonably withheld or delayed. The City shall use all reasonable efforts to structure its procurement of the foregoing engineering services to fully accommodate the Authority's approval rights, but shall not be required to violate any laws in doing so. The City shall submit the plans for any such proposed cross street to the Authority for the Authority's review, and the applicable construction contract shall not be let unless and until the Authority approves the plans in writing, such approval not to be unreasonably withheld or delayed. Thereafter, the cross street shall be constructed in accordance with the approved plans and the Authority shall have the right to make such inspections and testing it desires to confirm same. Without limiting the foregoing, the City, at its sole expense, shall cause any cross street to be designed and constructed to accommodate the profile grade design of the Eastern Extension. The City also shall cause its staff and consultants to meet and communicate with the Authority regularly during the planning, design and construction phases of any cross street, and the Authority shall reasonably cooperate with the City in advancing the design and construction of any cross street complying with the provisions of this subsection II.D.7.

8. Signage. On February 20, 2002, the Authority's Board of Directors passed Resolution 02-03, "A Sign Policy for Turnpike Projects," to promote a consistent and comprehensive approach to the installation of directional and informational signs on the Authority's facilities. Signage to be installed by the Authority in the initial construction of the Eastern Extension, as well as signage requested at any time by the City, shall be evaluated and determined in accordance with the foregoing policy, as it may be amended.

E. MAINTENANCE

1. The City's Responsibilities. The City has the responsibility to operate, maintain, police, regulate and provide public safety functions only for the City's streets over and under the Turnpike Lanes. Said responsibilities, to be performed at the sole cost and expense of the City, shall include the following, as further shown on Maintenance Responsibility Areas attached as Exhibit F and incorporated herein for all purposes:

- (a) Repair and maintain all the City's streets over (*i.e.*, bridge deck and above) and under the Turnpike Lanes, including all traffic signal systems, luminaires, other illumination structures and foundations therefor.
- (b) Repair and maintain all storm water conduits and receivers, both open and closed, on, along and across the City's streets and maintain any drainage, utility, right-of-way or other easements situated thereon for the purpose of serving the Eastern Extension.
- (c) Repair and maintain all soundwalls, screen walls, retaining walls and similar structures in accordance with subsection II.D.4.

- (d) Keep the vegetation mowed and remove, collect and dispose of all unauthorized signs, debris and trash accumulated in the Eastern Extension right-of-way areas adjacent or relating to the City's streets.
- (e) Maintain and, as necessary, modify guardrail and fences, if any, along the City's streets crossing over and under the Turnpike Lanes.
- (f) Maintain and, as necessary, modify or supplement all traffic regulatory and directional signs and all pavement traffic markings on the City's streets over and under the Turnpike Lanes, except Turnpike trailblazers, "Left Lane Must Enter Turnpike," "No Pedestrians, Bicycles or Motor Driven Cycles," and similar signs regarding the Eastern Extension.
- (g) Furnish all policing, sweeping, flushing, snow/ice control services and other public safety services on the City's streets crossing over and under the Turnpike Lanes.
- (h) License, permit and regulate all driveway and street connections to the Service Roads in accordance with TxDOT requirements (if any), except to or from property owned or controlled by the Authority, in accordance with Exhibit B, the Ramp Access Plan.
- (i) Provide fire, emergency medical service and "haz-mat" response for the Turnpike Lanes, the Service Roads and the City's streets.

Additionally, to the extent the City elects to enter into one or more agreements with TxDOT for the City's operation, maintenance, policing, regulation or provision of public safety functions for the Service Roads, the City shall perform those functions in accordance with the applicable agreement(s) and so as to avoid any interference with the operation of the Eastern Extension.

The City acknowledges and agrees that the Authority shall have no responsibility or obligation to operate, maintain, police, regulate or provide public safety functions outside the Turnpike Lane Area.

2. The Authority's Responsibilities. The Authority has the responsibility to operate, maintain, police, regulate and provide public safety functions for the Turnpike Lanes. Said responsibilities, to be performed at the sole cost and expense of the Authority, shall include the following, as further shown on the Maintenance Responsibility Areas attached as Exhibit F:

- (a) Perform all mowing, snow/ice control, and collection and removal of debris within the Turnpike Lane Area.
- (b) Maintain all improvements constructed by the Authority as a part of the Eastern Extension exit and entrance ramps within the limits extending from the Turnpike Lane Area to either (i) the ramp gore nose at the applicable Service Road or (ii) the intersection with the applicable Service Road or other street.
- (c) Repair and maintain all soundwalls, screen walls, retaining walls and similar structures within the Turnpike Lanes Area.
- (d) Maintain the fence and guardrail, if any, placed along and between the Turnpike Lanes Area and Service Roads used to protect ramp toll plazas.
- (e) Maintain all Eastern Extension illumination structures, including under-bridge lighting, but specifically excluding all Service Road illumination and street intersection illumination.
- (f) Maintain complete bridge structures that carry the Turnpike Lanes over the City's streets.

- (g) Maintain structural components (*i.e.*, below the bridge deck) of bridges carrying the City's streets over the Turnpike Lanes.
- (h) Maintain all Turnpike trailblazers, "Left Lane Must Enter Turnpike," "No Pedestrians, Bicycles or Motor Driven Cycles," and similar signs regarding the Eastern Extension and/or the Turnpike within the corporate limits of the City.
- (i) License, permit and regulate utility construction and maintenance along and across the Turnpike Lanes Area.

The Authority acknowledges and agrees that the City shall have no responsibility or obligation to operate, maintain, police, regulate or provide public safety functions for the Turnpike Lanes and/or with respect to the Turnpike Lanes Area, except as provided in subsections II.D.2.(c) and II.E.1.(j). Subject to the Authority's right to negotiate specific terms tailored to address specific circumstances or facts that may differ from municipality to municipality, the allocation of responsibilities between the City and the Authority regarding the operation, maintenance, policing, regulation, and provision of public safety functions for or with respect to the Turnpike Lanes, Turnpike Lanes Area, and the Service Roads in general shall not be less advantageous to the City than the allocation of responsibilities contained in the Authority's interlocal agreements with the other two (2) Stakeholder Cities regarding the Eastern Extension.

F. AESTHETIC TREATMENTS

On June 18, 2003, the Authority's Board of Directors passed Resolution No. 03-57, "A Resolution of the North Texas Tollway Authority Approving the Adoption of System-Wide Design Guidelines for the Dallas North Tollway System" to promote continuity in the

implementation of aesthetic treatments along the Authority's existing and future facilities. Aesthetic treatments to be installed by the Authority in the initial construction of the Eastern Extension, as well as treatments requested at any time by the City, shall be evaluated and determined in accordance with the foregoing guidelines, as they may be amended. The determination of whether to implement any aesthetic modifications or upgrades shall be at the sole discretion of the Authority. For purposes of this Agreement, aesthetic treatments shall mean any aspect of or enhancement to the roadways, rights-of-way, lighting, medians, intersections, signals, soundwalls or any other structure or facility (including, without limitation, landscaping) that is not essential to the function or operation of the applicable structure or facility. Without limiting the provisions of the third sentence of this Section II.F., the City shall reimburse the Authority for the additional costs for the design, construction, operation and maintenance of any requested modification or upgrade to the Authority's baseline aesthetic treatments within thirty (30) days after receipt of any invoice for the same from the Authority.

ARTICLE III. GENERAL PROVISIONS

A. TERM OF AGREEMENT

The term of this Agreement shall begin on the Effective Date and end on the earlier to occur of (1) the complete performance by the parties hereto of all provisions of this Agreement or (2) the determination by the Authority of the non-feasibility of the Eastern Extension or other termination by the Authority pursuant to Section III.C.

B. MUTUAL SUPPORT

The City acknowledges its approval of and support for the Authority's financing, design, construction, operation and maintenance of the Eastern Extension as a turnpike project within the

corporate limits of the City and agrees to take all actions reasonably requested by the Authority which are consistent with this Agreement in furtherance of the purposes of this Agreement. Unless and until the Authority determines that the design, construction and operation of the Eastern Extension as a turnpike project is not feasible, the City shall not advance any alternative to or conflicting or competing proposal for the development of the Eastern Extension. The City agrees to support the Authority in the necessary environmental clearance and permitting review processes and to provide such information as may be requested by the Authority, TxDOT or FHWA from time to time with regard to the Studies generally. The parties agree to coordinate and conduct the necessary public hearings and public participation efforts required to initiate and complete the Eastern Extension. The parties shall make every reasonable effort to maintain communication with the public and the other party's representatives regarding the progression of the Eastern Extension review process and plans. In addition, the City agrees to assist and join the Authority in obtaining and performing under the various approvals, permits and agreements required of the applicable governmental entities and agencies, whether federal, state or local, regarding the Eastern Extension, provided, however, that the City shall not be required to incur any cost in doing so.

C. ELECTION TO PROCEED AND RELIANCE

Notwithstanding any other provision of this Agreement, the Authority, in its sole judgment, shall determine whether it is feasible to design, finance, construct, operate and maintain the Eastern Extension as a turnpike project. The City acknowledges that unless and until said feasibility is established and accepted by the Authority's Board of Directors, this Agreement creates or imposes no obligations on the Authority with respect to the design, construction, operation and/or maintenance of the Eastern Extension, and the Authority makes no

representations with respect thereto. Should the Authority determine that the Eastern Extension is not feasible or otherwise determines not to proceed with the evaluation, design and construction of the Eastern Extension for any reason, the Authority shall promptly notify the City in writing and the City shall be released from its obligations under this Agreement, including its right-of-way acquisition obligations under Section II.C. In such event, this Agreement shall terminate, and neither the Authority nor the City shall incur or be obligated to the other for any further obligations or expenses regarding the Eastern Extension. Nothing contained in this Section III.C. shall be construed, however, as modifying or conflicting with the Authority's commitment to evaluate the feasibility of the Eastern Extension in accordance with this Agreement.

D. SUPPLEMENTAL AGREEMENTS

Upon completion of the Studies and an acceptable determination by the Authority, in its sole discretion, of the feasibility of the Eastern Extension as a turnpike project, the parties agree to enter into any supplemental or additional agreement(s) as may be necessary for the design, construction, operation and maintenance of the Eastern Extension within the City's corporate limits. Such agreement(s) may include, but not be limited to, (1) specifying the final alignment and schematics of the Eastern Extension, (2) more precisely delineating cost sharing between the parties, including, but not limited to, provisions for property acquisition and transfer, (3) refining responsibilities for construction, operation and maintenance of Service Roads, interchanges, traffic control devices and signals, (4) specifying details and timing regarding the relocation of utilities, and (5) such other terms as may be appropriate to ensure the physical and fiscal integrity of the Eastern Extension. Although the precise terms of the supplemental agreements shall be negotiated at a later time, none of those terms shall conflict with any provision of this

Agreement, absent the specific written agreement of the parties to the contrary, and all such supplemental agreements shall be consistent with the terms and provisions hereof. In addition, the City agrees to assist and join with the Authority in obtaining the various approvals, permits and agreements required of the applicable governmental entities and agencies, whether federal, state or local.

E. CONTROL OF AUTHORITY FACILITIES, OPERATIONS AND NONAPPLICABILITY OF CERTAIN CITY CODES

The City acknowledges and agrees that the Authority is not subject to the various zoning, building and development codes and/or ordinances promulgated and enforced by the City with respect to the Authority's structures and activities within the Eastern Extension right-of-way, and that it shall not assess against the Authority any development, impact license, zoning, permit, building, connection or construction fee, charge or penalty of any kind with respect to the construction, maintenance or operation of the Eastern Extension. The parties are subject to certain federal regulations, in particular those related to the Clean Air Act, which may affect the Authority and its contractors in their performance of this Agreement. The City acknowledges that as a result of federal and/or state regulations, or other construction schedules, the Authority may be required to perform construction activity at night or twenty-four (24) hours a day. The Authority shall use reasonable efforts to notify the City of any planned night or 24-hour work. The City agrees to give its full cooperation to accommodate such activity, including providing support for notifying the public by posting a press release and notice on the City's website.

F. RELATIONSHIP OF THE PARTIES; NO JOINT ENTERPRISE

Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or by any third party as creating, (1) the relationship of principal and agent, partnership or

joint venture between the City and the Authority or (2) a joint enterprise between the City, the Authority and/or any other party. Without limiting the foregoing, the purposes for which the City and the Authority have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the parties hereto.

G. BILLBOARDS

The City acknowledges that with respect to billboards or similar off-premises signs within the Eastern Extension right-of-way, the Authority will follow its policy expressed in Resolution No. 98-048, dated July 24, 1998. The City agrees to cooperate with the Authority to prohibit and eliminate the presence of billboards or other similar off-premises signs that would or could be visible from the traveled portion of the Eastern Extension. Except as specifically described below, the City shall be solely responsible for (1) the removal of any and all billboards and similar outdoor off-premises signs from within the right-of-way for the Turnpike Lanes and Service Roads of the Eastern Extension and (2) any related relocation costs and other consideration. With respect to the billboards owned by BB Outdoor Advertising or such other entity that owns such billboards that are within the Eastern Extension right-of-way (the "Faulkner Billboards"), if the Faulkner Billboards are not relocated, the City will be solely responsible for their removal and the items listed in clause (1) through (3) above. If the Faulkner Billboards are relocated, the Authority will reimburse the City for up to the cost of the physical relocation of the signs (to the extent no other party or parties provide, or are obligated to provide, that amount), but in no event shall the Authority be responsible for any other liability or costs associated with the removal of the Faulkner Billboards or the termination of any related leases or other rights. To the extent allowed by applicable law, the Authority and the City agree that

neither party shall allow the future construction or installation of billboards or similar off-premises outdoor signs on the Eastern Extension right-of-way.

H. NO LIABILITY

Nothing in this Agreement shall be construed to place any liability on either the City, the Authority, the Consulting Engineer, or any liability on any of the Authority's or the City's respective employees, consultants (including HNTB Corporation, the Authority's General Engineering Consultant), contractors, agents, servants, directors or officers for any alleged personal injury or property damage arising out of the Eastern Extension evaluation, design and construction, or for any alleged personal injury or property damage arising out of the City's operation, policing, regulation, maintenance or repair of the Service Roads or the City streets connecting to, crossing or within the Eastern Extension. Furthermore, it is not the intent of this Agreement to impose upon the City 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 consultant or contractor employed or engaged by the Authority or the City. Nothing herein shall be construed as a waiver of any rights which may be asserted by either party hereto, including the defense of governmental immunity.

I. 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 (1) when delivered in hand, (2) one (1) business day after being deposited with a reputable overnight air courier service, or (3) 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 City:

By Hand Delivery or Courier:

City of Garland
Attn: Bill Dollar, City Manager
200 North Fifth Street
Garland, Texas 75040

By Mail:

City of Garland
Attn: Bill Dollar, City Manager
P.O. Box 469002
Garland, Texas 75046-9002

In the case of the Authority:

By Hand Delivery or Courier:

North Texas Tollway Authority
Attn: Executive Director
5900 W. Plano Parkway, Suite 100
Plano, Texas 75093

By Mail:

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

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.

J. SUCCESSORS AND ASSIGNS

This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors. Other than as provided in the preceding sentence, neither the City 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.

K. 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 this 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.

L. WRITTEN AMENDMENTS

Any change in the agreements, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the City and the Authority.

M. LIMITATIONS

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

N. SOLE BENEFIT

This Agreement is entered into for the sole benefit of the City 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.

O. 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 City and the Authority, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

P. 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 Dallas County, Texas.

Q. 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.

R. **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.

S. **COUNTERPARTS**

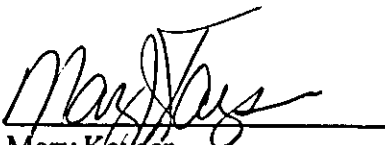
This Agreement may be executed in several counterparts, each of which shall be deemed an original and shall constitute one single agreement between the parties.

T. **HEADINGS**

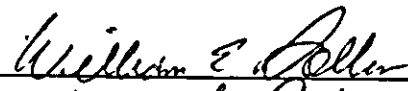
The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

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

ATTEST:

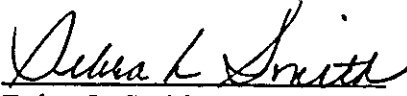

Mary Kayser,
City Secretary

CITY OF GARLAND,
a Texas municipal corporation


By: 
Name: William E. Dallen
Title: City Manager

Date: December 10, 2007

ATTEST:


Debra L. Smith,
Secretary

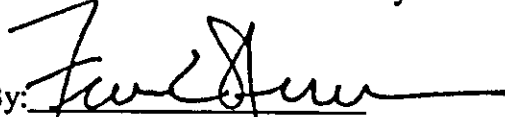
NORTH TEXAS TOLLWAY AUTHORITY

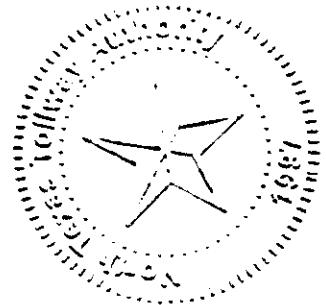
By: 
Jorge Figueredo,
Executive Director

Date: 12-18-07

APPROVED AS TO FORM:

Locke Liddell & Sapp PLLC,
General Counsel to the Authority

By: 
Frank E. Stevenson, II



SCHEDULE 1

**PROPERTY TO BE CONVEYED
TO THE AUTHORITY**

[see following pages]

ATTACHMENT "A"

County: Dallas
Highway: PGBT From SH 78 To IH 30 Interchange at PGBT in Garland

Page 1 of 4
August 28, 2007

Description for Parcel 1

BEING a 1.6040 acre tract of land in the Daniel Crist Survey, Abstract Number 226, in the City of Garland, Dallas County, Texas, described in Special Warranty Deed with Right to Repurchase from Richard C. Campbell, James Wade Campbell, Paul Carson Campbell, Charles W. McCallum and Frances W. Campbell, Individually and as Independent Executor of the Estate of Thomas R. Campbell, to the City of Garland, Texas, dated December 29, 1986, as recorded in Volume 87001, Page 1722 of the Deed Records of Dallas County, Texas.

Description for Parcel 2

BEING a 2.9574 acre tract of land in the Daniel Crist Survey, Abstract Number 226, in the City of Garland, Dallas County, Texas, described in Right-of-Way Dedication from Centex Real Estate Corporation, a Texas corporation doing business as Fox & Jacobs, to the City of Garland, Texas, dated April 8, 1988, as recorded in Volume 88094, Page 1481 of the Deed Records of Dallas County, Texas.

Description for Parcel 3

BEING a 4.2612 acre tract of land in the Daniel Crist Survey, Abstract Number 226, in the City of Garland, Dallas County, Texas, described as Parcel 1 in Special Warranty Deed from Peter W. Baldwin, of the County of Dallas, State of Texas, and L&S Land Company Limited, a Texas limited partnership, to the City of Garland, Texas, dated May 9, 1988, as recorded in Volume 88117, Page 3244 of the Deed Records of Dallas County, Texas, and as rerecorded in Volume 88122, Page 39 of the Deed Records of Dallas County, Texas.

Description for Parcel 4

BEING a 1.2086 acre tract of land in the Daniel Crist Survey, Abstract Number 226, in the City of Garland, Dallas County, Texas, described in Right-of-Way Dedication from L&S Land Company, LTD., a Texas limited partnership, and Martha V. Baldwin, a resident of Dallas County, Texas, to the City of Garland, Texas, dated May 8, 1992, as recorded in Volume 92127, Page 356 of the Deed Records of Dallas County, Texas.

ATTACHMENT "A"

County: Dallas
Highway: PGBT From SH 78 To IH 30 Interchange at PGBT in Garland

Page 2 of 4
August 28, 2007

Description for Parcel 5

BEING a 7.168 acre tract of land in the Daniel Crist Survey, Abstract Number 226, in the City of Garland, Dallas County, Texas, described as Parcel No. 1 in Right-of-Way Dedication from Martha V. Baldwin, and L&S Land Company, LTD., a Texas limited partnership, and to the City of Garland, Texas, dated December 29, 1992, as recorded in Volume 93012, Page 4883 of the Deed Records of Dallas County, Texas.

Description for Parcels 6, 7, 8, 9, 10 and 11

BEING 1.159 acre, 3.551 acre, 1.925 acre, 9.660 acre, 2.036 acre and 1.637 acre tracts of land in the Daniel Crist Survey, Abstract Number 226, in the City of Garland, Dallas County, Texas, described in Right-of-Way Dedication as Parcels 2, 2B, 2C, 2E, 2F, and 2G, respectively, from Peter W. Baldwin, and L&S Land Company, LTD., a Texas limited partnership, to the City of Garland, Texas, dated December 29, 1992, as recorded in Volume 93012, Page 4894 of the Deed Records of Dallas County, Texas.

Description for Parcel 12

BEING a 1.926 acre tract of land in the Daniel Crist Survey, Abstract Number 226, in the City of Garland, Dallas County, Texas, described in Right-of-Way Dedication as Parcel 2D from Peter W. Baldwin and L&S Land Company LTD., a Texas limited partnership, to the City of Garland, Texas, dated December 29, 1992, as recorded in Volume 93012, Page 4906 of the Deed Records of Dallas County, Texas.

Description for Parcel 13

BEING a 0.694 acre tract of land in the Daniel Crist Survey, Abstract Number 226, in the City of Garland, Dallas County, Texas, described in Right-of-Way Dedication as Parcel 1A from Martha V. Baldwin and L&S Land Company, LTD., a Texas limited partnership, to the City of Garland, Texas, dated December 29, 1992, as recorded in Volume 93012, Page 4910 of the Deed Records of Dallas County, Texas.

Description for Parcels 14, 15 and 16

BEING 2.401 acre, 3.710 acre, and 24.228 acre tracts in the Daniel Crist Survey, Abstract Number 226, in the City of Garland, Dallas County, Texas, described described as Parcels No. 3, 3A, and 3B, respectively, in Right-of-Way Dedication from Valley Creek/State Highway 190 Partners L.P., a Texas limited partnership to the City of Garland, Texas, dated December 29, 1992, as recorded in Volume 93012, Page 4888 of the Deed Records of Dallas County, Texas.

ATTACHMENT "A"

County: Dallas
Highway: PGBT From SH 78 To IH 30 Interchange at PGBT in Garland

Page 3 of 4
August 28, 2007

Description for Parcels 17 and 18

BEING 3.759 acre and 2.375 acre tracts of land in the Daniel Crist Survey, Abstract Number 226, in the City of Garland, Dallas County, Texas, described as Parcel No. 3C, and 3D, respectively, in Right-of-Way Dedication from Valley Creek/State Highway 190 Partners L.P., a Texas limited partnership to the City of Garland, Texas, dated December 29, 1992, as recorded in Volume 93012, Page 4914 of the Deed Records of Dallas County, Texas.

Description for Parcel 19

BEING a 0.00758 acre tract of land in the Daniel Crist Survey, Abstract Number 226, in the City of Garland, Dallas County, Texas, described in Dedication Deed from HD Development Properties, L.P., a Georgia limited partnership, to the City of Garland, Texas, dated March 24, 2005, as recorded in Volume 2005099, Page 6500 of the Deed Records of Dallas County, Texas.

Description for Parcel 20

BEING a tract of land in the Daniel Crist Survey, Abstract Number 226, in the City of Garland, Dallas County, Texas, shown as "R.O.W. Dedication For Future Arterial" in the Villages of Valley Creek No. 7, an Addition to the City of Garland, dated June 14, 1993, as recorded in Volume 93135, Page 4821 of the Deed Records of Dallas County, Texas.

Description for Parcel 21

BEING a 0.472 acre tract of land in the Daniel Crist Survey, Abstract Number 226, in the City of Garland, Dallas County, Texas, shown as "R.O.W. Dedication To Future Arterial" in the Replat of Villages of Valley Creek No. 10 and Lot 20, Block 6 of Villages of Valley Creek No. 7, an Addition to the City of Garland, dated June 24, 1996, as recorded in Volume 96163, Page 2259 of the Deed Records of Dallas County, Texas.

Description for Parcel 22


BEING a 1.013 acre tract of land in the Rebecca Bateman Survey, Abstract Number 89, in the City of Garland, Dallas County, Texas, described as Parcel 23, also known as Zion Road, as shown in the attached Exhibit "A".

CONTAINING 77.7528 acres of land, more or less.

ATTACHMENT "A"

County: Dallas
Highway: PGBT From SH 78 To IH 30 Interchange at PGBT in Garland

Page 4 of 4
August 28, 2007



Mark D. Yale, R.P.L.S. Date
Texas Registration No. 5975 8-28-07



DAL-TECH Engineering, Inc.
17311 Dallas Parkway, Suite 300
Dallas, Texas 75248
Phone 972-250-2727 Fax 972-250-4774

EXHIBIT "A"

County: Dallas
Highway: IH 30 Interchange at PGBT in Garland
R.O.W. CSJ: 0009-11-214

Page 1 of 6
January 24, 2006

Description for Parcel 23

BEING a 44,141 square foot tract of land in the Rebecca Bateman Survey, Abstract No. 89, and the Thomas Stone Survey, Abstract No. 1330, City of Garland, Dallas County, Texas, and being a portion of Zion Road, same being part of a right-of-way described in Right-of-Way Deed to the County of Dallas as recorded in Volume 2041, Page 444 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), part of a 10-foot wide right-of-way dedicated to the City of Garland by the Final Plat of Lakeside General Addition, an addition to the City of Garland as recorded in Volume 2000183, Page 1200, D.R.D.C.T., part of a 10-foot wide right-of-way dedicated to the City of Garland by the Replat of Pedroso Addition, an addition to the City of Garland as recorded in Volume 93080, Page 2745, D.R.D.C.T., part of a 10-foot wide right-of-way dedicated to the City of Garland by the Final Plat of Pedroso Addition, an addition to the City of Garland as recorded in Volume 87095, Page 2140, D.R.D.C.T., part of a 10-foot wide right-of-way dedicated to the City of Garland by the Final Plat of Valhalla No. 1, an addition to the City of Garland as recorded in Volume 85105, Page 4101, D.R.D.C.T., part of a 10-foot wide right-of-way dedicated to the City of Garland by Carter Addition, an addition to the City of Garland as recorded in Volume 97114, Page 3175, D.R.D.C.T., and part of a 10-foot wide right-of-way dedicated to the City of Garland by the Replat of Richard J. Taylor Subdivision, an addition to the City of Garland as recorded in Volume 82069, Page 992, D.R.D.C.T., said 44,140 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a found concrete monument with a brass disk stamped "City of Dallas K4-1" for the east corner of Lot 1, Block B, Richard J. Taylor Subdivision, No. 2, an addition to the City of Garland, as recorded in Volume 76062, Page 489, D.R.D.C.T., said point being on the southerly line of a tract of land described in Confirmation Warranty Deed to the City of Dallas, dated March 2, 1967, as recorded in Volume 67047, Page 654, D.R.D.C.T., said point also being on the northerly right-of-way line of said Zion Road;

THENCE South 75 degrees 48 minutes 47 seconds West, departing the south line of said City of Dallas tract and along the common line between said northerly right-of-way line and the south line of said Lot 1, Block B, Richard J. Taylor Subdivision, No. 2, a distance of 309.19 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the POINT OF BEGINNING, said point being the intersection of said common line with the easterly right-of-way line of proposed President George Bush Turnpike and also being the beginning of a Control of Access Line, said point also being the beginning of a non-tangent circular curve to the left, having a radius of 600.08 feet and whose chord bears South 15 degrees 54 minutes 52 seconds East, a distance of 67.64 feet;**

EXHIBIT "A"

County: Dallas
Highway: IH 30 Interchange at PGBT in Garland
R.O.W. CSJ: 0009-11-214

Page 2 of 6
January 24, 2006

Description for Parcel 23

- 1) THENCE Southeasterly, departing said common line and crossing said Zion Road along the easterly right-of-way line of said proposed President George Bush Turnpike, also being a Control of Access Line, and along said circular curve to the left, through a central angle of 06 degrees 27 minutes 42 seconds and an arc distance of 67.68 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of the easterly right-of-way line of said proposed President George Bush Turnpike with the common line between the southerly right-of-way line of said Zion Road and the north line of Lot 3, Block 1 of said Final Plat of Lakeside General Addition, said point being the end of said Control of Access Line;**
- 2) THENCE South 76 degrees 01 minute 18 seconds West, departing the easterly right-of-way line of said proposed President George Bush Turnpike and along said common line, a distance of 59.08 feet to a 1/2-inch found iron rod for the northwest corner of said Lot 3 and the northeast corner of Lot 2, Block 1 of said Final Plat of Lakeside General Addition;
- 3) THENCE South 76 degrees 21 minutes 46 seconds West, along the common line between said southerly right-of-way line and the north line of said Lot 2, a distance of 81.31 feet to a 5/8-inch set iron for with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with-cap") for the northwest corner of said Lot 2 and the northeast corner of Lot 1, Block 1 of said Final Plat of Lakeside General Addition;
- 4) THENCE South 76 degrees 07 minutes 26 seconds West, along the common line between said southerly right-of-way line and the north line of said Lot 1, a distance of 81.70 feet to a 1/2-inch found iron rod for the northwest corner of said Lot 1 and the northeast corner of Lot 1-R, Block 1 of said Replat of Pedroso Addition;
- 5) THENCE South 76 degrees 18 minutes 26 seconds West, along the common line between said southerly right-of-way line and the north line of said Replat of Pedroso Addition, a distance of 11.31 feet to a 5/8-inch set iron rod with cap for an angle point;
- 6) THENCE South 77 degrees 33 minutes 11 seconds West, continuing along said common line, a distance of 56.78 feet to a 5/8-inch set iron rod with cap for an angle point;
- 7) THENCE North 84 degrees 26 minutes 08 seconds West, continuing along said common line, a distance of 108.43 feet to the northwest corner of said Lot 1-R and the northeast corner of Lot 1, Block 1 of said Valhalla No. 1;
- 8) THENCE North 84 degrees 26 minutes 08 seconds West, along the common line between said southerly right-of-way line and the north line of said Lot 1, Block 1 of said Valhalla No. 1, a distance of 140.00 feet to a 1/2-inch found iron rod for the northwest corner of said Lot 1, Block 1, Valhalla No. 1, and the northeast corner of Lot 1, Block 1 of said Carter Addition;

EXHIBIT "A"

County: Dallas
Highway: IH 30 Interchange at PGBT in Garland
R.O.W. CSJ: 0009-11-214

Page 3 of 6
January 24, 2006

Description for Parcel 23

- 9) THENCE North 84 degrees 26 minutes 08 seconds West, along the common line between said southerly right-of-way line and the north line of said Lot 1, Block 1, Carter Addition, a distance of 71.94 feet to an "X"-cut set in concrete for the intersection of said common line with the westerly right-of-way line of said proposed President George Bush Turnpike and also being the beginning of a Control of Access Line;**
- 10) THENCE North 15 degrees 20 minutes 00 seconds East, departing said common line and crossing said Zion Road along the westerly right-of-way line of said proposed President George Bush Turnpike, also being a Control of Access Line, a distance of 79.36 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of the westerly right-of-way line of said proposed President George Bush Turnpike with the common line between the south line of Lot 2, Block A of said Replat of Richard J. Taylor Subdivision and the northerly right-of-way line of said Zion Road, said point being the end of said Control of Access Line;**
- 11) THENCE South 84 degrees 26 minutes 08 seconds East, departing the westerly right-of-way line of said proposed President George Bush Turnpike and along said common line, passing at a distance of 72.47 feet a 3/8-inch found iron rod for the southeast corner of said Lot 2, Block A, Replat of Richard J. Taylor Subdivision and the southwest corner of Lot 1 of said Block A, Replat of Richard J. Taylor Subdivision, and continuing along the common line between said northerly right-of-way line and the south line of said Lot 1 for a total distance of 212.06 feet to the beginning of a non-tangent circular curve to the left, having a radius of 532.96 feet and whose chord bears North 86 degrees 57 minutes 31 seconds East, a distance of 159.99 feet;
- 12) THENCE Northeasterly, continuing along said common line and along said circular curve to the left, through a central angle of 17 degrees 15 minutes 52 seconds and an arc distance of 160.59 feet to the southeast corner of said Lot 1, said corner being on the west line of Lot 1, Block B of said Richard J. Taylor Subdivision, No. 2;
- 13) THENCE South 00 degrees 46 minutes 48 seconds West, along said west line and along a jog in said northerly right-of-way line, a distance of 10.24 feet to the southwest corner of said Lot 1, Block B, Richard J. Taylor Subdivision, No. 2, said corner being the beginning of a non-tangent circular curve to the left, having a radius of 542.96 feet and whose chord bears North 76 degrees 34 minutes 10 seconds East, a distance of 37.71 feet;
- 14) THENCE Northeasterly, along the common line between said northerly right-of-way line and the south line of said Lot 1, Block B, Richard J. Taylor Subdivision, No. 2, and along said circular curve to the left, through a central angle of 03 degrees 58 minutes 47 seconds and an arc distance of 37.71 feet to a point for corner;

EXHIBIT "A"

County: Dallas
Highway: IH 30 Interchange at PGBT in Garland
R.O.W. CSJ: 0009-11-214

Page 4 of 6
January 24, 2006

Description for Parcel 23


15) THENCE North 75 degrees 48 minutes 47 seconds East, continuing along said common line, a distance of 158.90 feet to the POINT OF BEGINNING and containing 44,141 square feet [1.013 acres] of land, more or less.

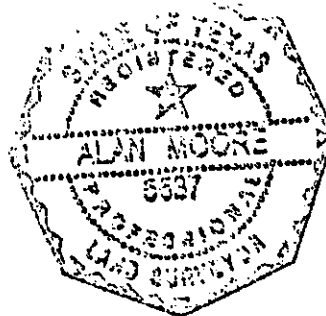
This description accompanies a parcel map of even date herewith.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

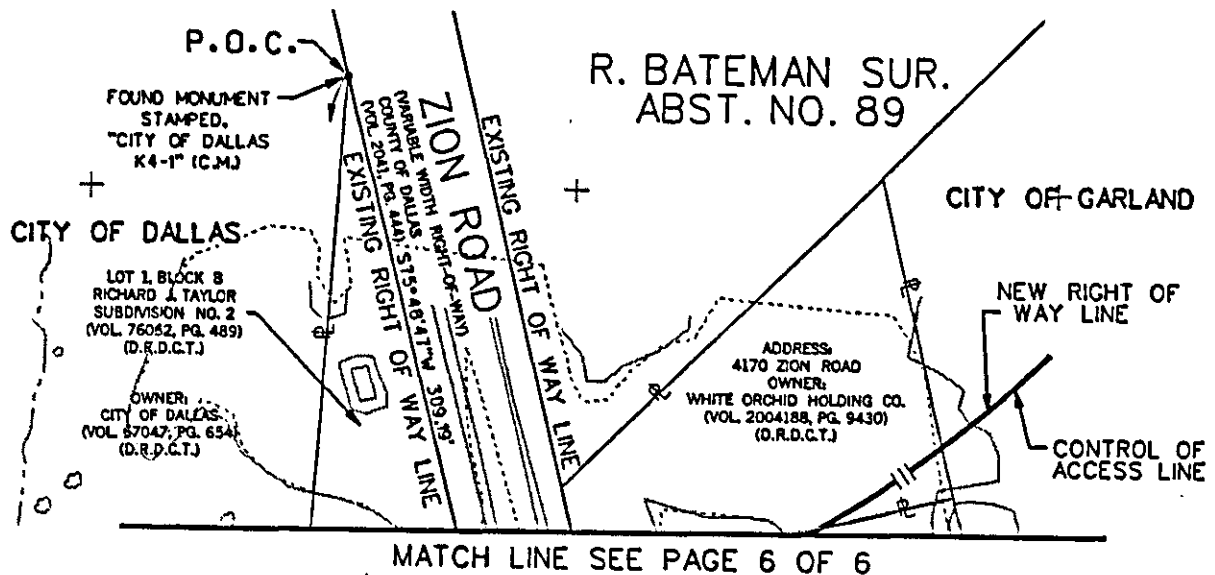
Access is prohibited across the "Control of Access Line" to the highway facility from the adjacent property.

Bearings in this document refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at project control station numbers 130 through 139. The Dallas County scale factor of 1.000136506 as published by the Texas Department of Transportation, Dallas District Office was used for this project.


Alan Moore, R.P.L.S.
Texas Registration No. 5537
1-24-06
Date



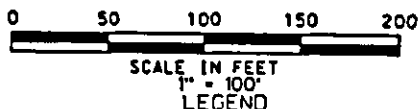
DAL-TECH Engineering, Inc.
17311 Dallas Parkway, Suite 200
Dallas, Texas 75248
Phone 972-250-2727 Fax 972-250-4774



MATCH LINE SEE PAGE 6 OF 6

BEARINGS ARE ON THE NAD-83 TEXAS
STATE PLANE COORDINATE SYSTEM, NORTH
CENTRAL ZONE 4202, ACCORDING TO
PROJECT CONTROL STATION NUMBERS
130 - 139. TxDOT DALLAS DISTRICT SCALE
FACTOR OF 1.000136506 WAS USED.

THE MONUMENT DESCRIBED AND SET IN THIS
CALL, IF DESTROYED DURING CONSTRUCTION,
MAY BE REPLACED WITH A TxDOT TYPE II
RIGHT-OF-WAY MARKER UPON THE
COMPLETION OF THE HIGHWAY CONSTRUCTION
PROJECT UNDER THE SUPERVISION OF A
REGISTERED PROFESSIONAL LAND SURVEYOR
EITHER EMPLOYED OR RETAINED BY TxDOT.



- EXIST. ROW LINE
NEW ROW LINE
PROPERTY LINE
SURVEY LINE
CONTROL OF ACCESS LINE
- O • TxDOT ALUMINUM CAP SET ON TOP OF A
5/8-INCH IRON ROD UNLESS OTHERWISE NOTED
- FIR • FOUND IRON ROD
FIP • FOUND IRON PIPE
SIR/W • 5/8" SET IRON ROD WITH
CAP STAMPED "DAL-TECH"
SPK • SET P.K. NAIL
C.M. • CONTROL MONUMENT
C.P. • CONTROL POINT
- ACCESS IS PROHIBITED ACROSS
THE "CONTROL OF ACCESS LINE"
TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON EXISTING
AERIAL PHOTOGRAPHY AND MAY NOT REPRESENT CURRENT
CONDITIONS DUE TO CONSTRUCTION AT THE TIME OF SURVEY.

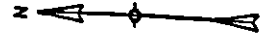
A PLAT OF A SURVEY OF
PARCEL 23
FOR INTERSTATE HIGHWAY 30
INTERCHANGE AT PGBT IN GARLAND
RIGHT OF WAY CSJ: 0009-11-214
44,141 SQ. FT. [1.013 AC.]
TRACT OF LAND IN THE
REBECCA BATEMAN SURVEY
ABSTRACT NUMBER 89, AND
THE THOMAS STONE SURVEY
ABSTRACT NUMBER 1330
CITY OF GARLAND
DALLAS COUNTY, TEXAS



Alan Moore 1-24-06
Alan Moore, R.P.L.S. No. 5537 DATE

MATCH LINE SEE PAGE 5 OF 6

EXHIBIT "A"
PAGE 6 OF 6



OWNER:
CITY OF DALLAS
(VOL. 67047, PG. 654)
(D.R.D.C.T.)

CONTROL OF
ACCESS LINE

ADDRESS:
4205 ZION RD
OWNER:
BARRY K. KNEZEK AND
ROBERT W. CLARK
(VOL. 2001011, PG. 6559)
(D.R.D.C.T.)

LOT 1, BLOCK 8
RICHARD J. TAYLOR
SUBDIVISION NO. 2
(VOL. 76062, PG. 489)
(D.R.D.C.T.)

EXISTING RIGHT OF WAY LINE

R. BATEMAN SUR
ABST. NO. 89

LOT 1, BLOCK A
REPLAT OF
RICHARD J. TAYLOR
SUBDIVISION
(VOL. 82069, PG. 992)
(D.R.D.C.T.)

ADDRESS:
4329 ZION RD
OWNER:
VIRANI GRANTOR TRUST
(VOL. 2003112, PG. 3565)
(D.R.D.C.T.)

LOT 2, BLOCK A
REPLAT OF
RICHARD J. TAYLOR
SUBDIVISION
(VOL. 82069, PG. 992)
(D.R.D.C.T.)

ADDRESS:
4329 ZION RD
OWNER:
VIRANI GRANTOR TRUST
(VOL. 2003114, PG. 14338)
(D.R.D.C.T.)

0 50 100 150 200

SCALE IN FEET

1"=100'
LEGEND

EXIST. ROW LINE
NEW ROW LINE
PROPERTY LINE
SURVEY LINE
CONTROL OF ACCESS LINE
O = 1xDOT ALUMINUM CAP SET ON TOP OF A
5/8-INCH IRON ROD UNLESS OTHERWISE NOTED
FIR • FOUND IRON ROD
FIP • FOUND IRON PIPE
SIP/W • 5/8" SET IRON ROD WITH
CAP STAMPED "DAL-TECH"
SPK • SET P.K. NAIL
C.M. • CONTROL MONUMENT
C.P. • CONTROL POINT
ACCESS IS PROHIBITED ACROSS
THE "CONTROL OF ACCESS LINE"

TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON EXISTING
AERIAL PHOTOGRAPHY AND MAY NOT REPRESENT CURRENT
CONDITIONS DUE TO CONSTRUCTION AT THE TIME OF SURVEY.

A PLAT OF A SURVEY OF
PARCEL 23
FOR INTERSTATE HIGHWAY 30
INTERCHANGE AT PGBT IN GARLAND
RIGHT OF WAY CSJ: 0009-11-214
44,141 SQ. FT. [1.013 AC.]
TRACT OF LAND IN THE
REBECCA BATEMAN SURVEY
ABSTRACT NUMBER 89, AND
THE THOMAS STONE SURVEY
ABSTRACT NUMBER 1330
CITY OF GARLAND
DALLAS COUNTY, TEXAS

LOT 3, BLOCK 1
ADDRESS:
4214 ZION ROAD
OWNER:
CHANH M. NGUYEN AND
HUONG L. DOAN,
HUSBAND AND WIFE
(VOL. 2004155, PG. 9268)
(D.R.D.C.T.)

LOT 2, BLOCK 1
ADDRESS:
4218 ZION ROAD
OWNER:
DEBBIE COFFEY
AND JAMES COFFEY
(VOL. 2004022, PG. 8378)
(D.R.D.C.T.)

5/8" SR LOT 1, BLOCK 1
W/CAP
ADDRESS:
4224 ZION ROAD
OWNER:
JOSE ESTEFES, OLGA ESTEFES
(VOL. 2004230, PG. 9088)
(D.R.D.C.T.)

ADDRESS:
4320 ZION ROAD
OWNER:
STEVEN F. BALDWIN AND
WIFE, KATHLEEN M. BALDWIN
(VOL. 91126, PG. 812)
(D.R.D.C.T.)

LOT 1-R, BLOCK 1
REPLAT OF
PEDROSO ADDITION
(VOL. 93080, PG. 2745)
(D.R.D.C.T.)

EXISTING RIGHT OF WAY LINE

ADDRESS:
4432 ZION ROAD
OWNER:
SARAH MAYES
(VOL. 2003140, PG. 5219)
(D.R.D.C.T.)

LOT 1, BLOCK 1
FINAL PLAT OF
VALHALLA (NO. 1)
(VOL. 85105, PG. 4101)
(D.R.D.C.T.)

ADDRESS: 4338 ZION ROAD
OWNER:
WINNIE CARTER & SYLVIA CARTER
(VOL. 91157, PG. 971)
LOT 1, BLOCK 1
FINAL PLAT OF
CARTER ADDITION
(VOL. 97114, PG. 3175)
(D.R.D.C.T.)

CONTROL OF
ACCESS LINE

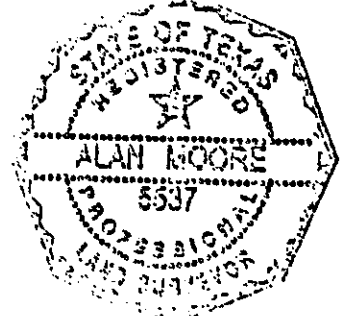
CITY OF GARLAND

T. STONE SURVEY
ABST. NO. 1330

THE MONUMENT DESCRIBED AND SET IN THIS
CALL, IF DESTROYED DURING CONSTRUCTION,
MAY BE REPLACED WITH A 1xDOT TYPE B
RIGHT-OF-WAY MARKER UPON THE
COMPLETION OF THE HIGHWAY CONSTRUCTION
PROJECT UNDER THE SUPERVISION OF A
REGISTERED PROFESSIONAL LAND SURVEYOR
EITHER EMPLOYED OR RETAINED BY TxDOT.

BEARINGS ARE ON THE NAD-83 TEXAS STATE PLANE
COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202.
ACCORDING TO PROJECT CONTROL STATION NUMBERS
130 - 139. TxDOT DALLAS DISTRICT SCALE FACTOR OF
1.000136508 WAS USED.

NEW RIGHT OF
WAY LINE

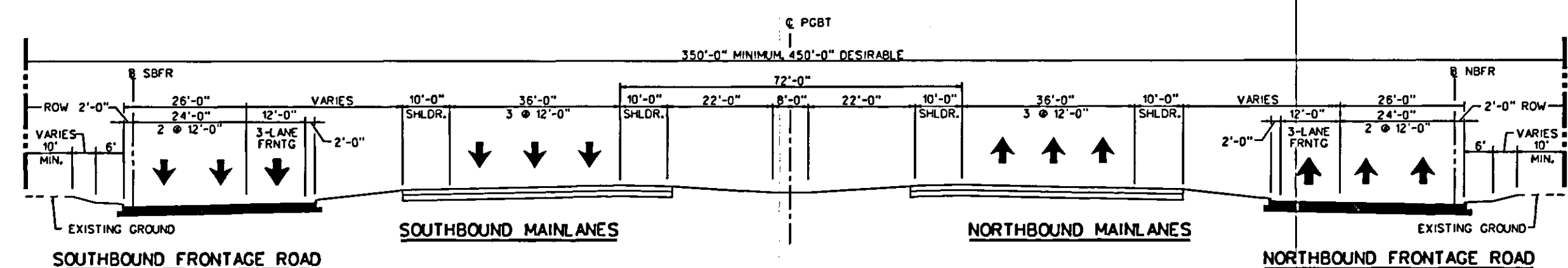
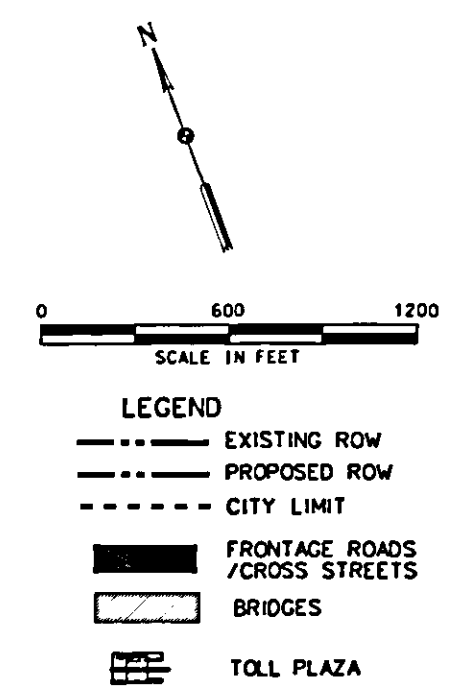
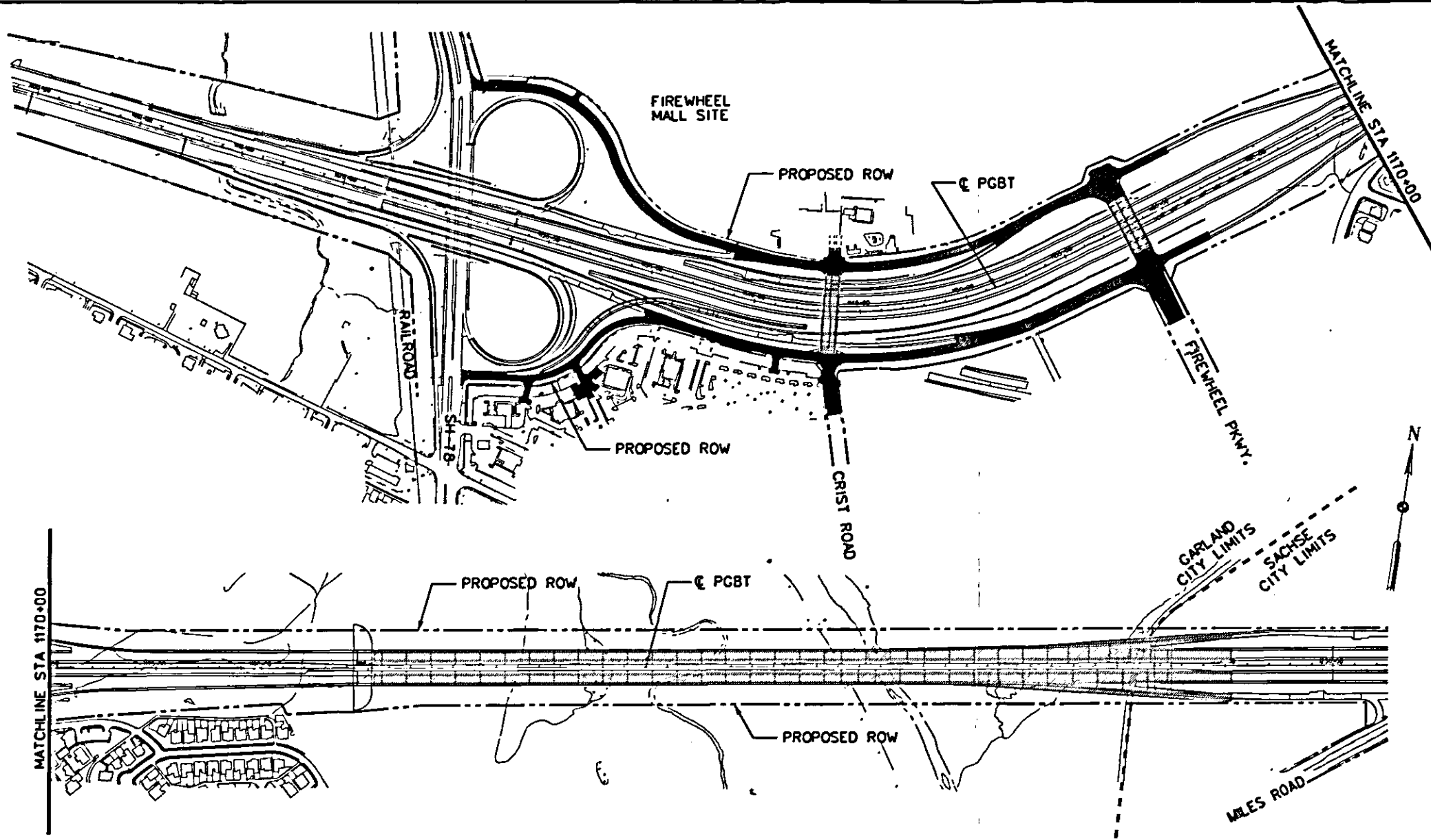


Alan Moore 1-24-06
Alan Moore, R.P.L.S. No. 5537 DATE

EXHIBIT A

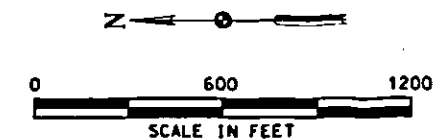
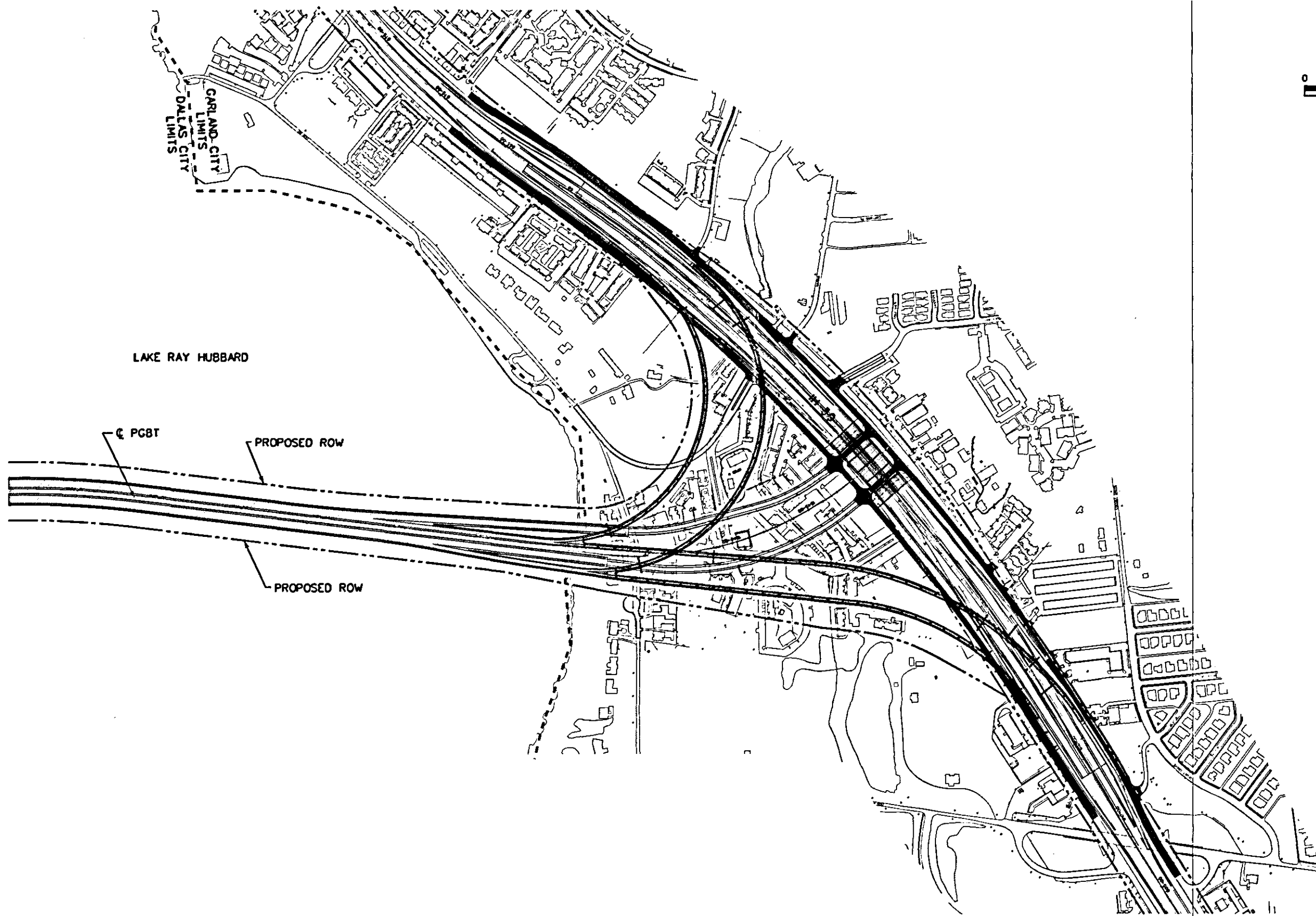
SERVICE ROAD SCHEMATIC

[see following pages]



NOTE:
THREE LANE FRONTAGE ROADS ARE
EAST OF US 78.

TYPICAL SECTION WITH FRONTAGE ROADS



LEGEND

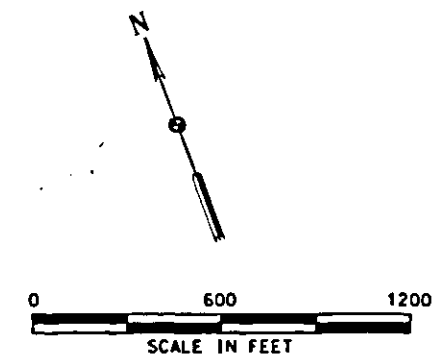
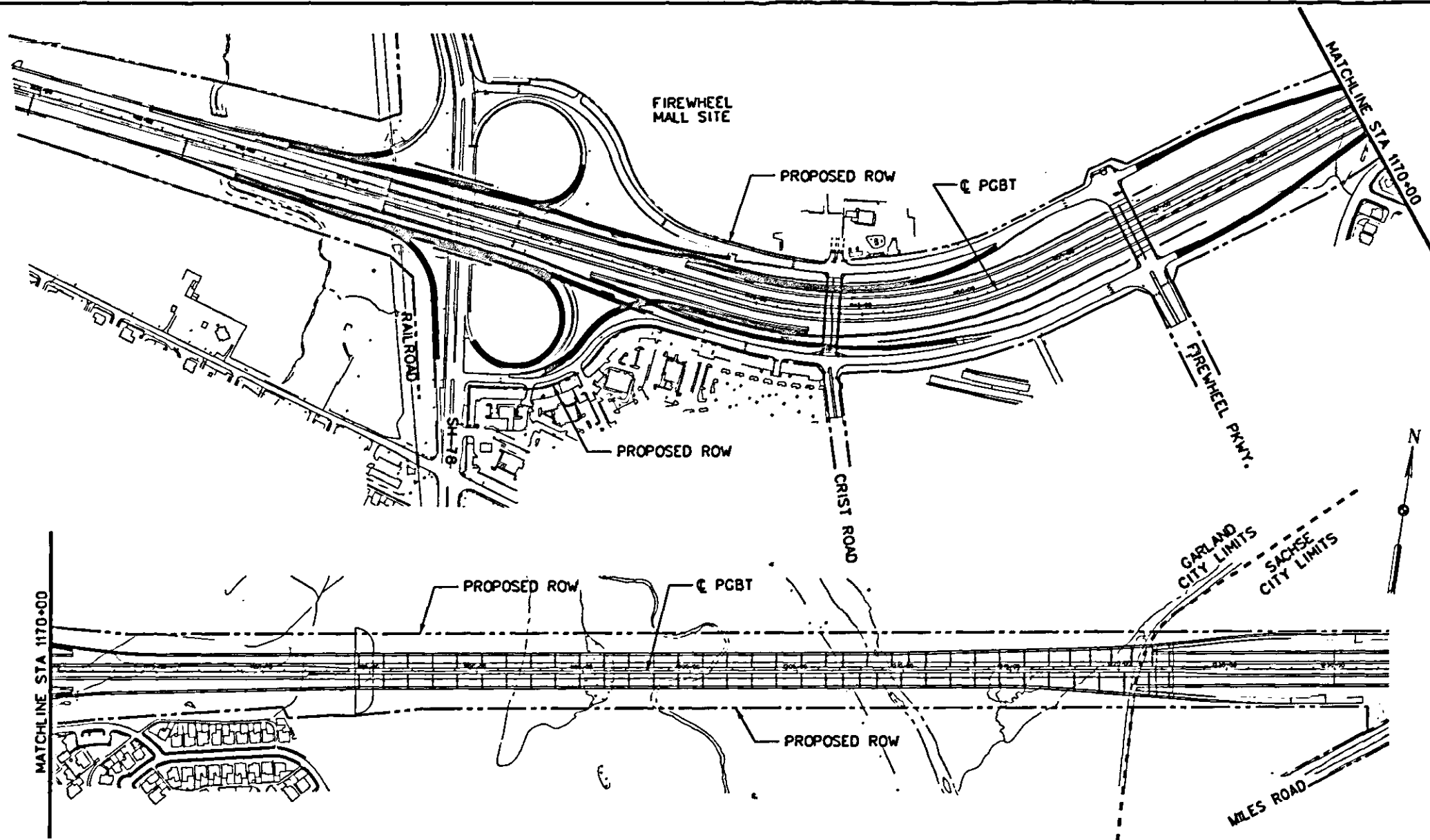
- EXISTING ROW
- PROPOSED ROW
- ... CITY LIMIT
- FRONTAGE ROADS / CROSS STREETS
- ▬ BRIDGES
- ▨ TOLL PLAZA

SHEET 2 OF 2

EXHIBIT B

RAMP ACCESS PLAN

[see following page]



LEGEND

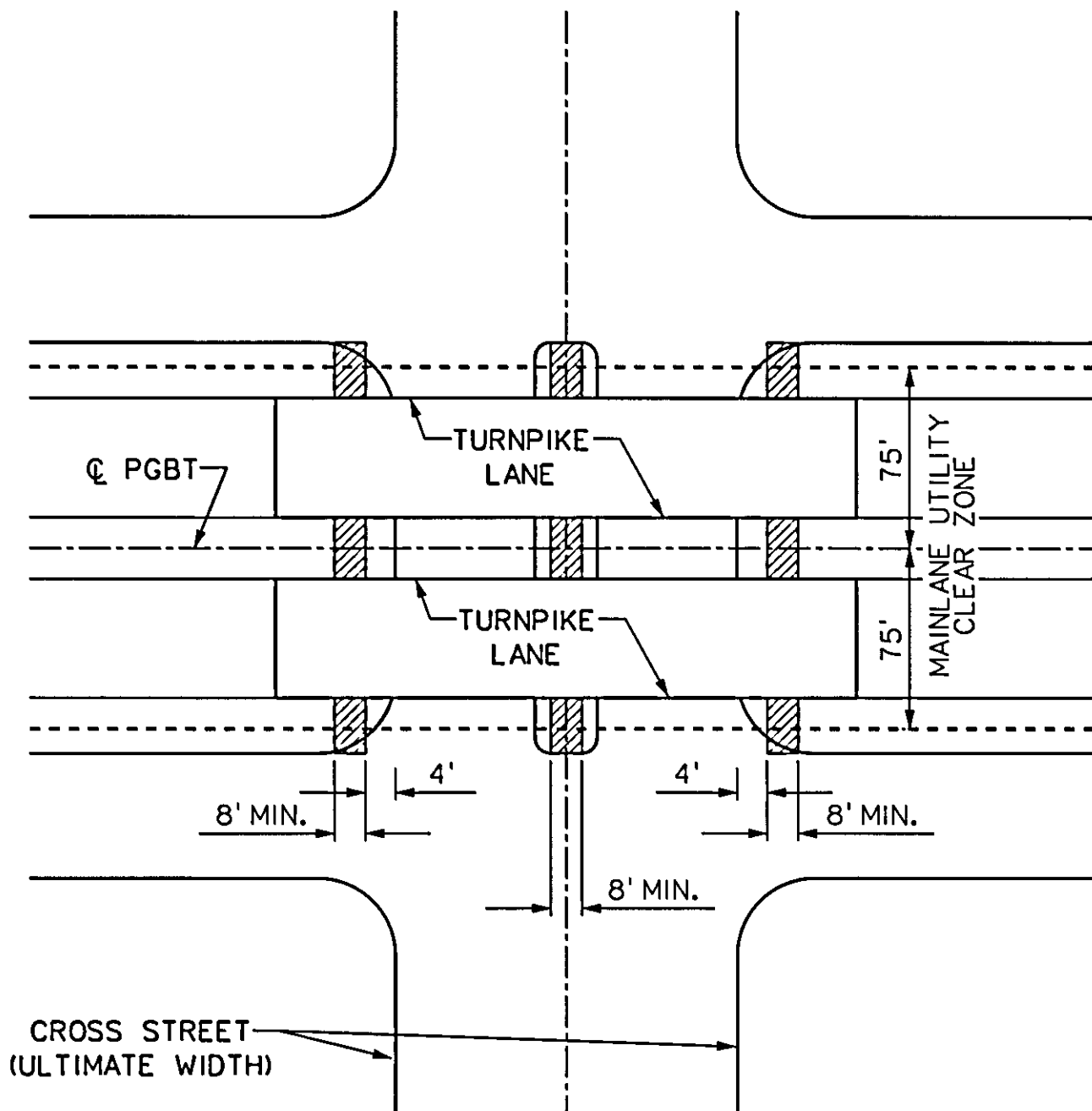
- EXISTING ROW
- PROPOSED ROW
- CITY LIMIT
- ▭ ACCESS RAMPS

- NOTE:
1. ANY OF THE ACCESS POINTS TO THE TOLLWAY MAY BE TOLLED. TOLL POINTS TO BE DETERMINED BY THE NTTA AND ITS CONSULTANTS.
 2. RAMP SPACING AND CONFIGURATION WILL BE ACCORDING TO THE LATEST EDITION OF THE TEXAS DEPARTMENT OF TRANSPORTATION "ROADWAY DESIGN MANUAL" AND ITS RECOMMENDATIONS FOR FRONTAGE ROAD ACCESS.

EXHIBIT C

UTILITY CLEAR ZONE

[see following page]



CROSS STREET
UTILITY
CLEAR ZONE

EXHIBIT C UTILITY CLEAR ZONE CITY OF GARLAND

NTTA
NORTH TEXAS TOLLWAY AUTHORITY



HNTB

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

December 6, 2006

EXHIBIT D

PROPOSED AND GENERAL RAMP TOLLBOOTH LOCATIONS

[see following page]

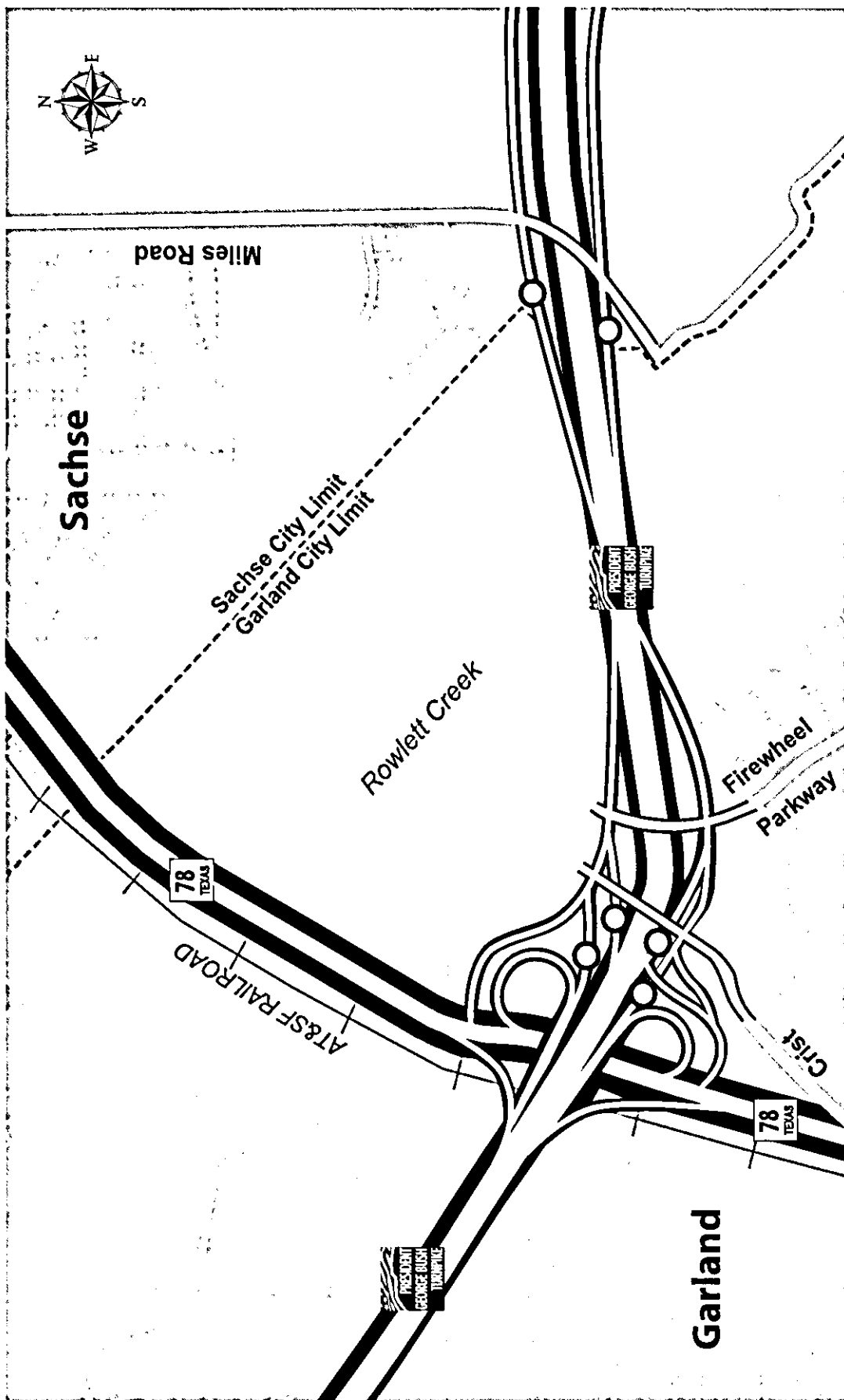


Exhibit D Proposed and General Tollbooth Locations City of Garland

December 6, 2006

HNTB



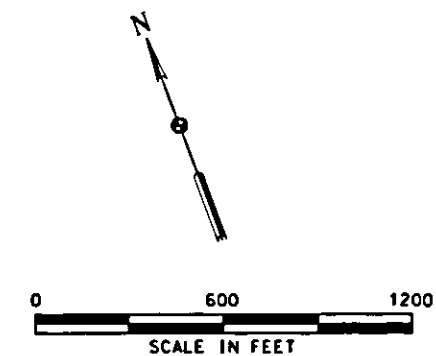
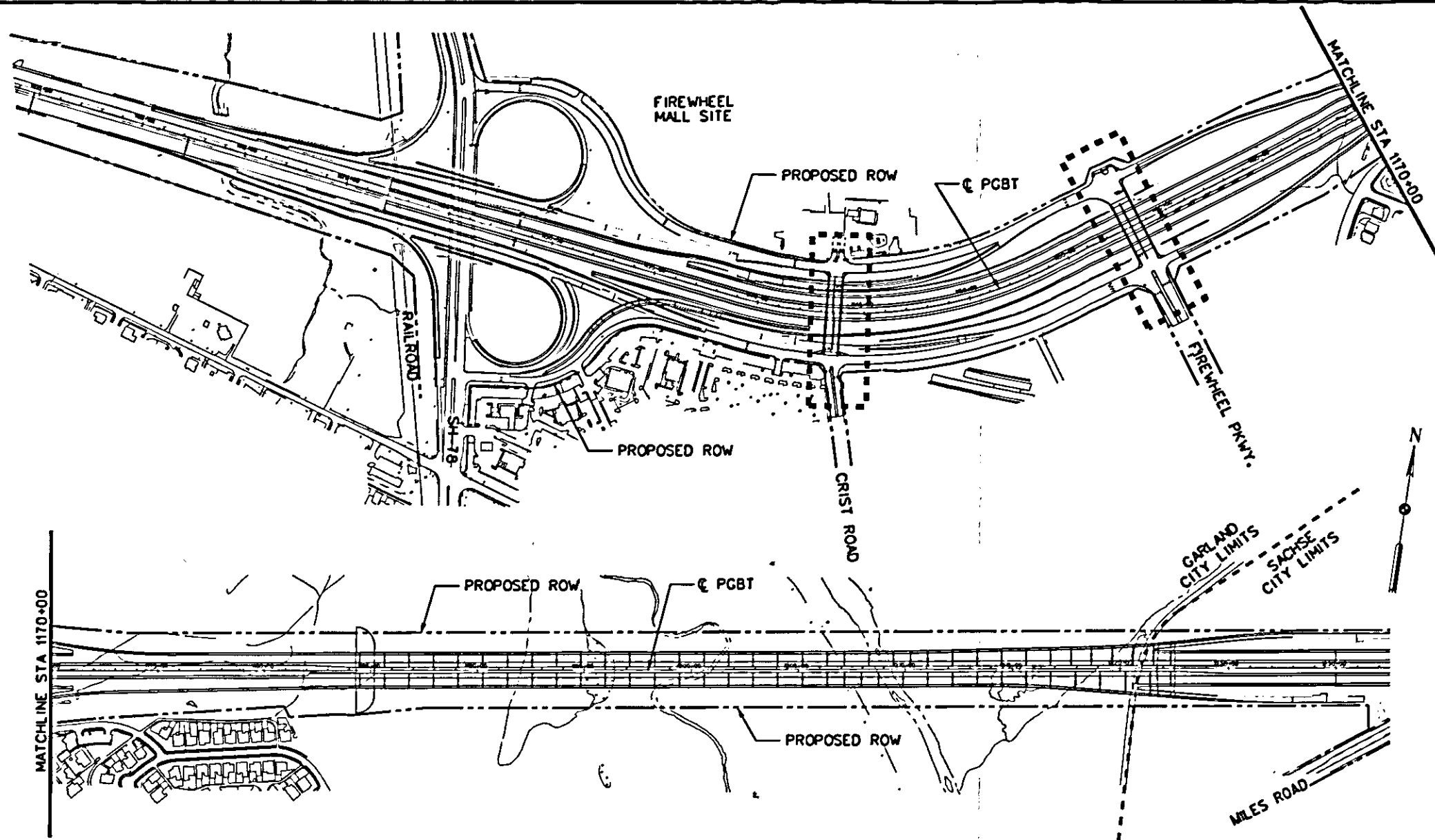
NTTA
NORTH TEXAS TOLLWAY AUTHORITY

Ramp Plaza ○

EXHIBIT E

SCHEMATIC OF SIGNALIZED INTERSECTIONS

[see following pages]



- LEGEND**
- EXISTING ROW
 - - - PROPOSED ROW
 - - - CITY LIMIT
 - [] SIGNALIZED INTERSECTION

SHEET 1 OF 2

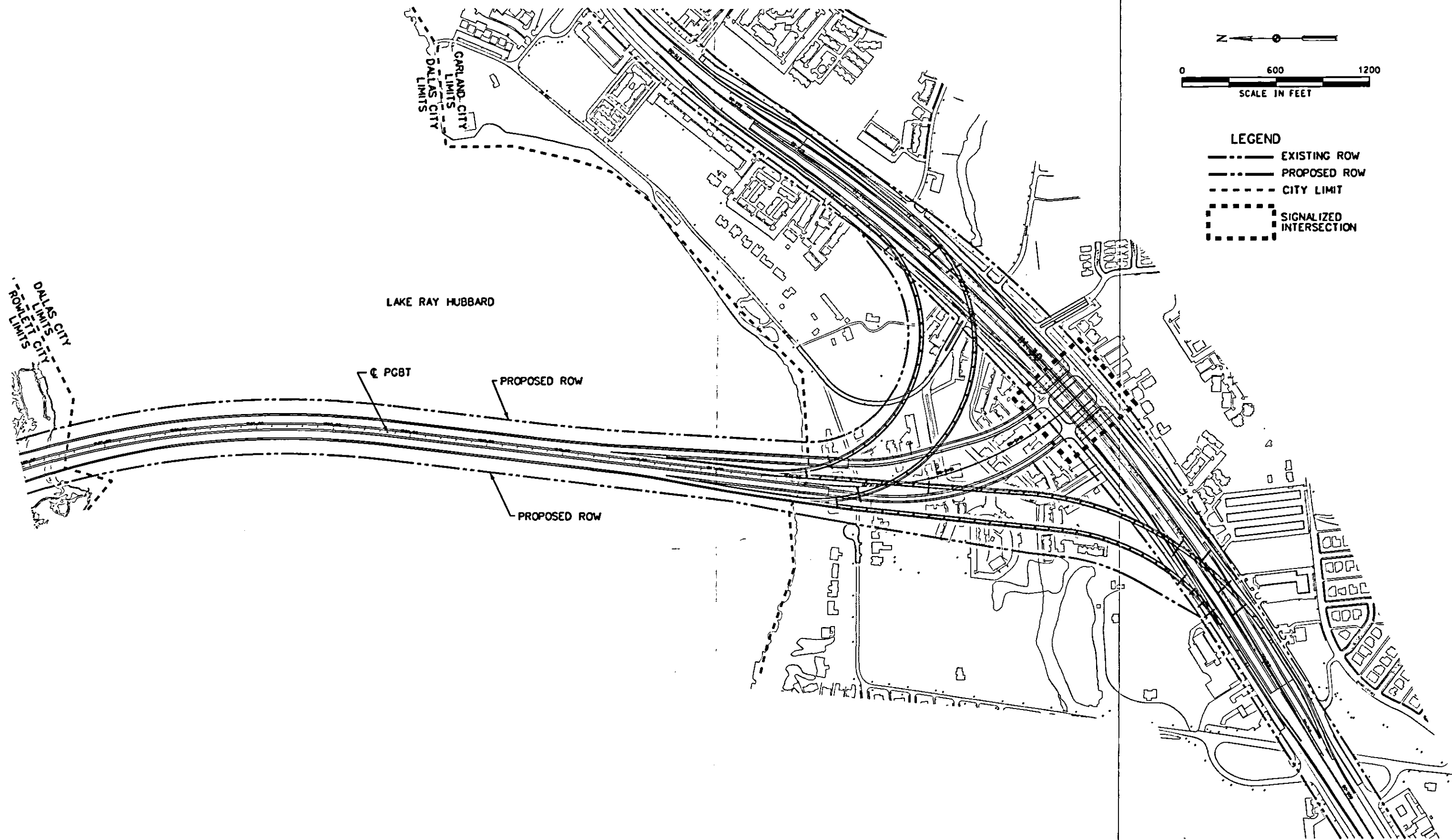
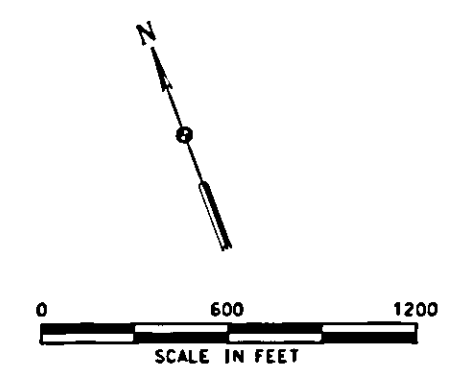
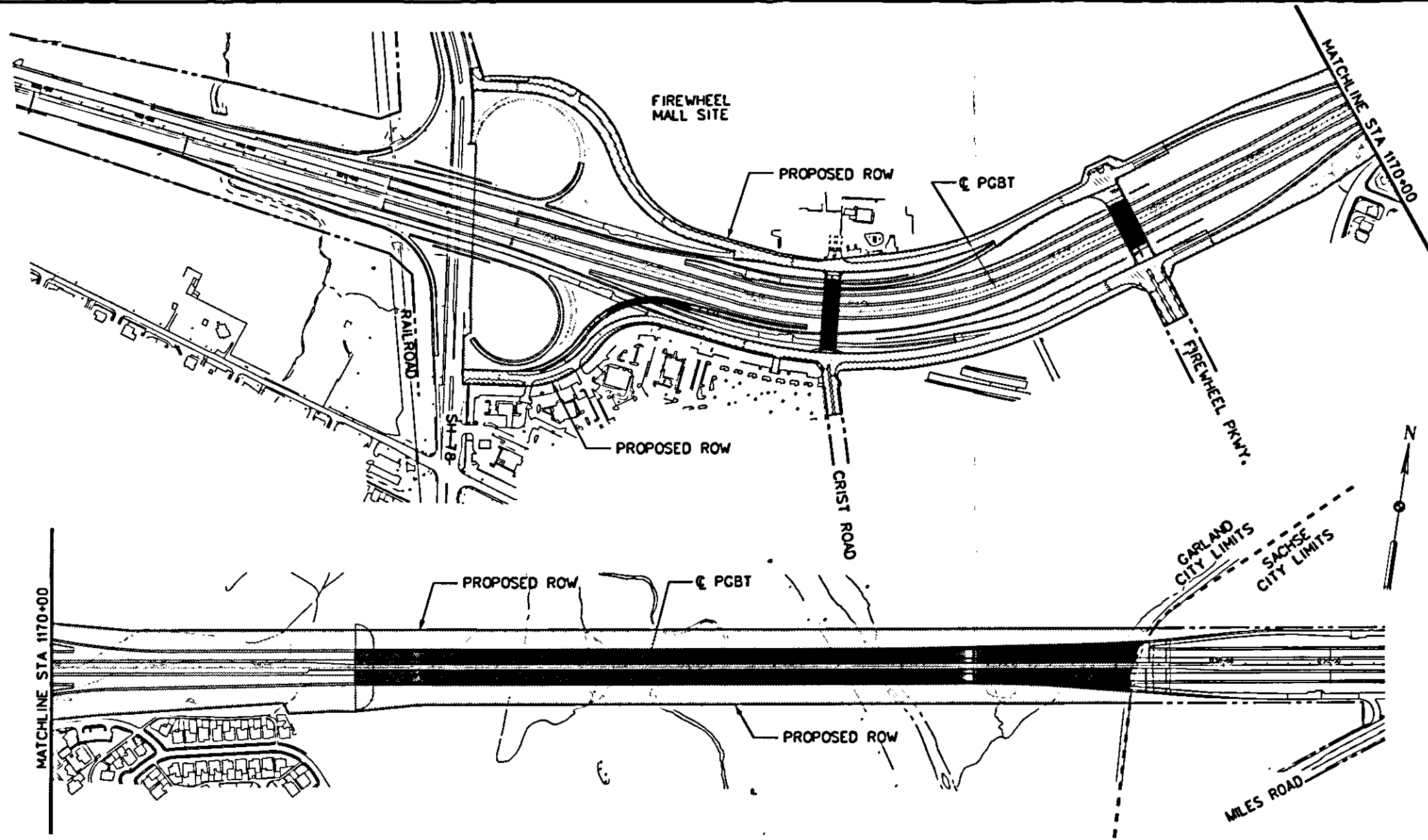


EXHIBIT F

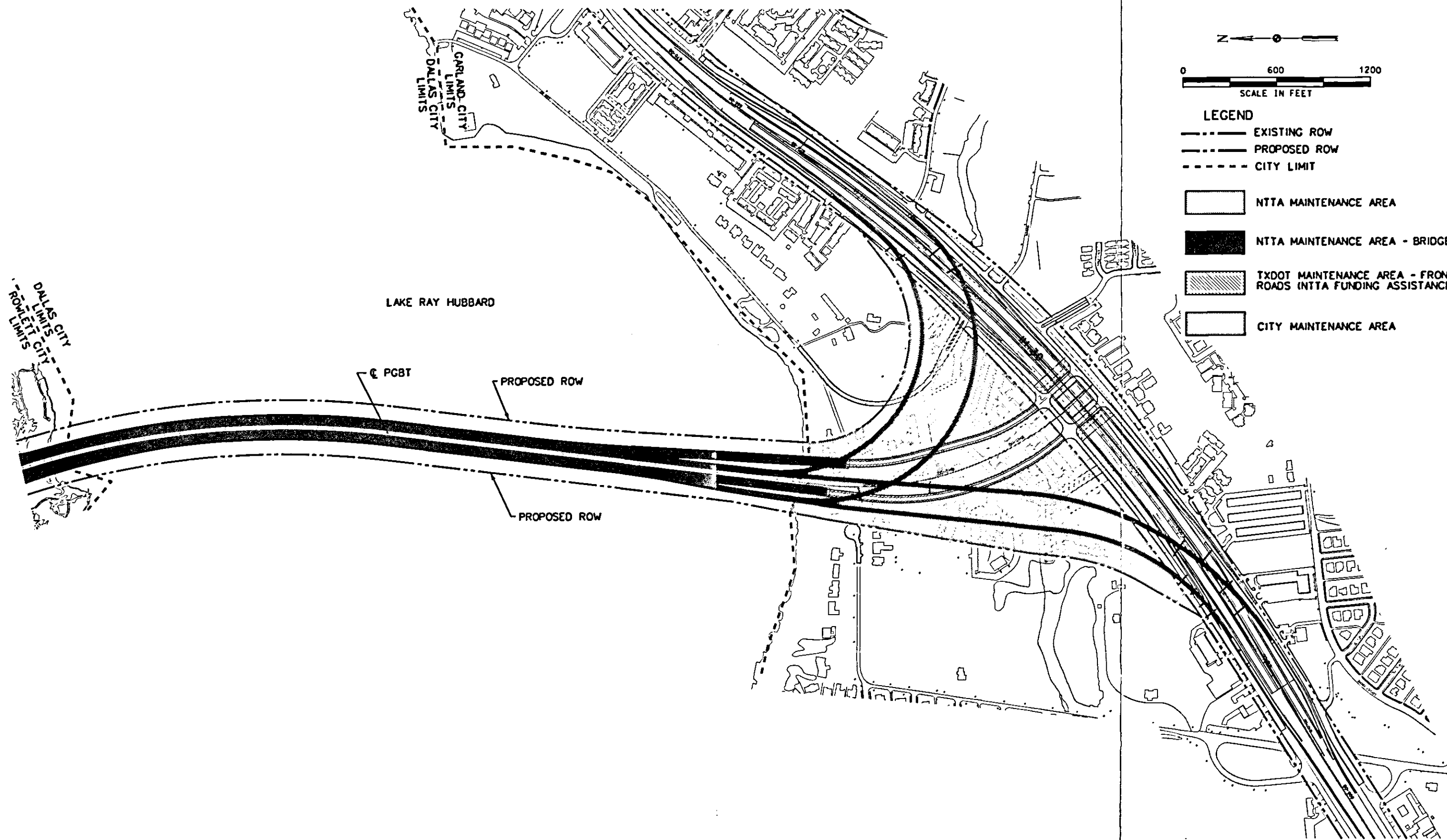
MAINTENANCE RESPONSIBILITY AREAS

[see following pages]

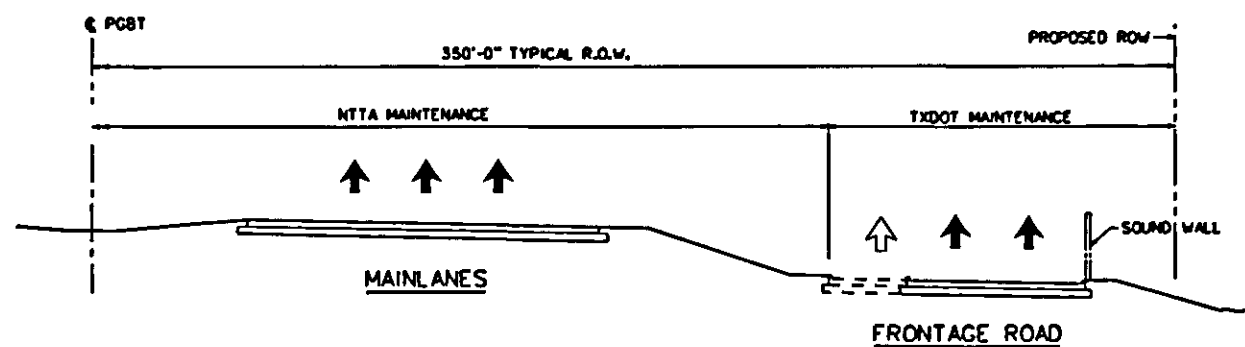


- LEGEND**
- EXISTING ROW
 - PROPOSED ROW
 - CITY LIMIT
 - NTTA MAINTENANCE AREA
 - NTTA MAINTENANCE AREA - BRIDGES
 - TXDOT MAINTENANCE AREA - FRONTAGE ROADS (NTTA FUNDING ASSISTANCE)

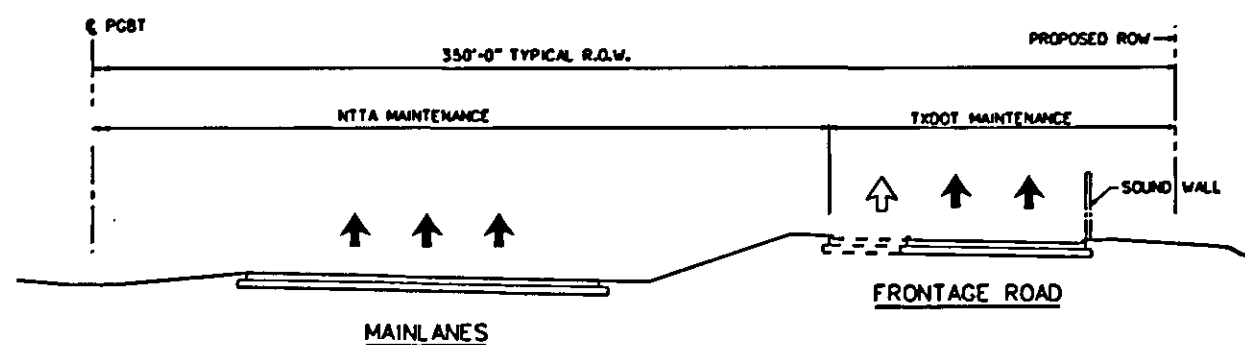
NOTE:
 ACTUAL RIGHT-OF-WAY LIMITS WILL BE DETERMINED IN FINAL DESIGN.



SHEET 2 OF 3

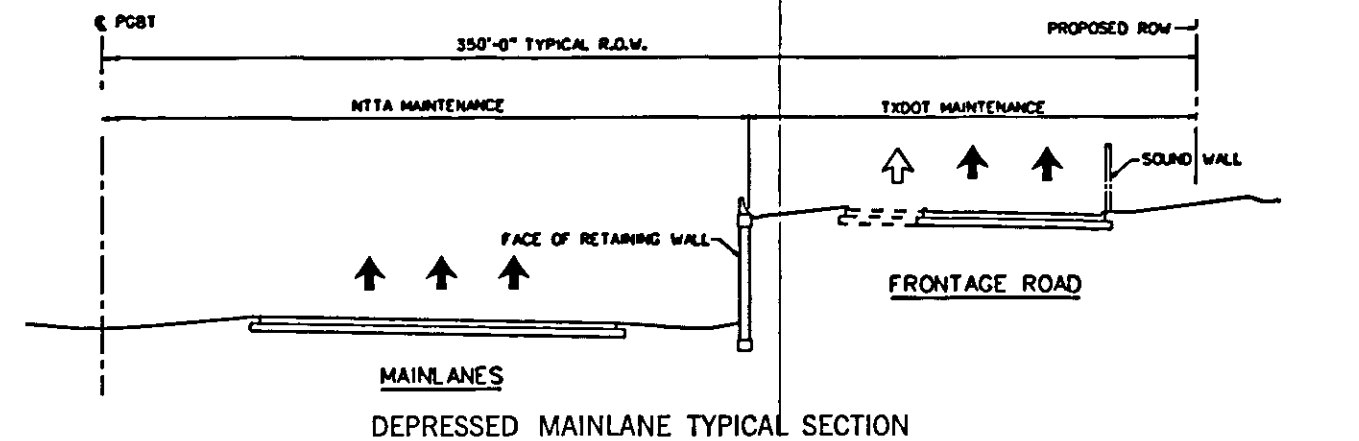


MAINLANE TYPICAL SECTION - FILL

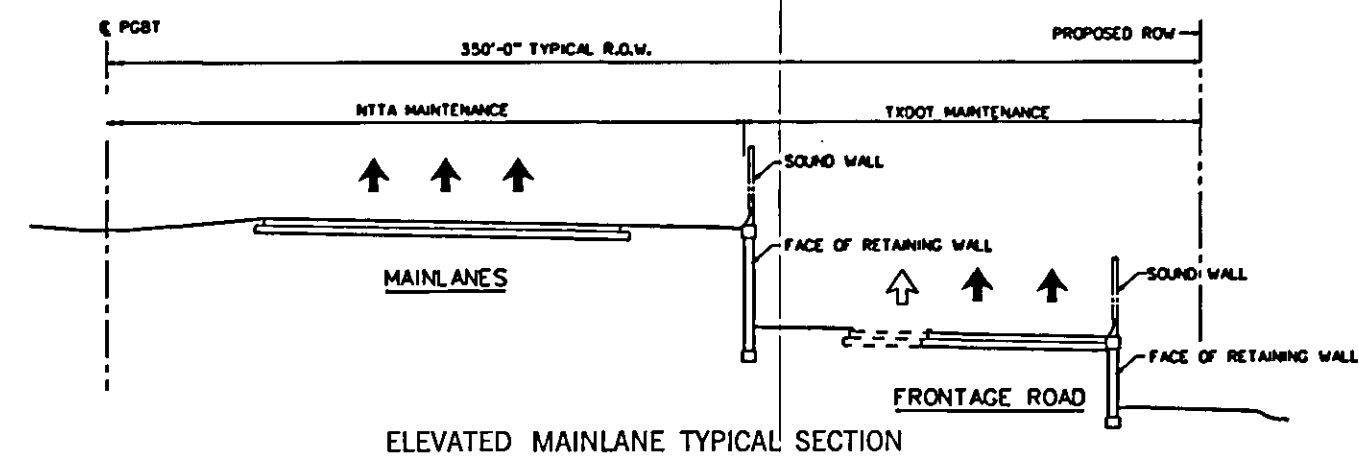


MAINLANE TYPICAL SECTION - CUT

NOTE:
ALL AMENITIES SHOWN IN THE ABOVE TYPICAL SECTIONS,
SUCH AS SOUND WALLS, MAY NOT BE PRESENT WITHIN
THE GARLAND CITY LIMITS.



DEPRESSED MAINLANE TYPICAL SECTION



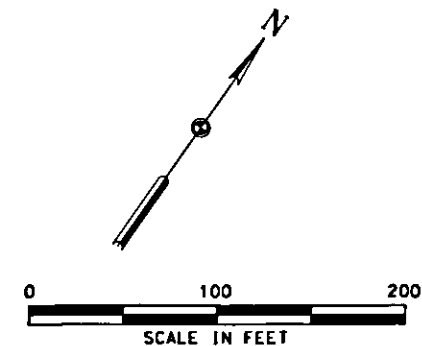
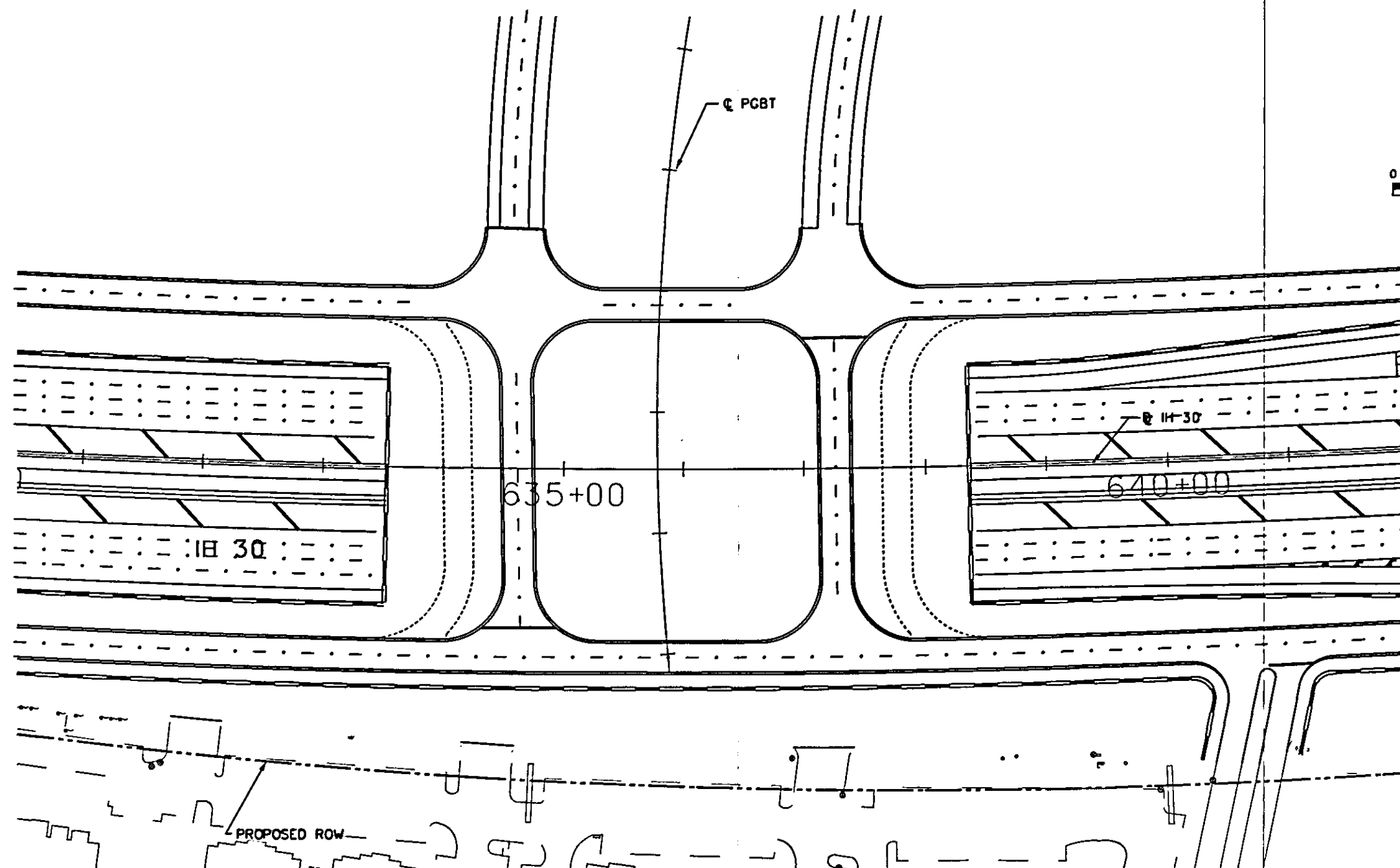
ELEVATED MAINLANE TYPICAL SECTION

SHEET 3 OF 3

EXHIBIT G

SIGNALIZED INTERSECTION LAYOUT

[see following page]



LEGEND
 --- EXISTING ROW
 --- PROPOSED ROW

NOTE:
 INTERSECTION CURRENTLY UNDER DESIGN
 UNDER THE DIRECTION OF TXDOT.

PGBT AT IH 30

NTTA
 NORTH TEXAS TOLLWAY AUTHORITY



December 6, 2006

EXHIBIT G SIGNALIZED INTERSECTION LAYOUT CITY OF GARLAND

HNTB HNTB Corporation
 The HNTB Companies
 Engineers Architects Planners