

**INTERLOCAL AGREEMENT BETWEEN  
THE NORTH TEXAS TOLLWAY AUTHORITY  
AND THE CITY OF FARMERS BRANCH  
FOR THE DESIGN, CONSTRUCTION  
AND MAINTENANCE OF SEGMENT IV  
OF THE PRESIDENT GEORGE BUSH TURNPIKE  
(DNT 417)**

**INTERLOCAL AGREEMENT BETWEEN  
THE NORTH TEXAS TOLLWAY AUTHORITY  
AND THE CITY OF FARMERS BRANCH  
FOR THE DESIGN, CONSTRUCTION  
AND MAINTENANCE OF SEGMENT IV  
OF THE PRESIDENT GEORGE BUSH TURNPIKE  
(DNT 417)**

Table of Contents

	<u>Page</u>
<b>ARTICLE I. ACCEPTANCE OF DESIGN .....</b>	<b>3</b>
<b>ARTICLE II. THE CITY'S SUPPORT AND OBLIGATIONS .....</b>	<b>4</b>
A. Support of Segment IV .....	4
B. Basis For The City's Right-of-Way Obligations .....	5
C. Amendment To The City's Right-of-Way Obligations .....	6
D. Specific Features of the City's Right-of-Way Obligations .....	7
E. Construction Staging Areas .....	13
F. Utility Relocation .....	13
G. Signalization .....	14
H. Utility Service .....	15
<b>ARTICLE III. MAINTENANCE .....</b>	<b>16</b>
A. Summary of Terms and Limits of Maintenance for Segment IV .....	16
B. The Authority's Maintenance Responsibilities .....	17
C. The City's Maintenance Responsibilities .....	18
<b>ARTICLE IV. GENERAL PROVISIONS .....</b>	<b>20</b>
A. Term of Agreement .....	20
B. Service Roads .....	20
C. Cross Streets .....	21
D. Subsequent Agreements .....	22
E. Control of Authority Facilities and Operations; Nonapplicability of Certain City Codes .....	22
F. Storm Water Permitting .....	23
G. Soundwalls .....	26
H. Billboards .....	27
I. No Liability .....	27
J. The Financing .....	28
<b>ARTICLE V. MISCELLANEOUS .....</b>	<b>29</b>
A. Notices .....	29
B. Relationship of the Parties; No Joint Enterprise .....	30
C. Successors and Assigns .....	30
D. Severability .....	30
E. Written Amendments .....	30
F. Limitations .....	31
G. Sole Benefit .....	31
H. Authorization .....	31
I. Venue .....	31

**INTERLOCAL AGREEMENT BETWEEN  
THE NORTH TEXAS TOLLWAY AUTHORITY  
AND THE CITY OF FARMERS BRANCH  
FOR THE DESIGN, CONSTRUCTION  
AND MAINTENANCE OF SEGMENT IV  
OF THE PRESIDENT GEORGE BUSH TURNPIKE  
(DNT 417)**

Table of Contents  
(continued)

	<u>Page</u>
<b>J. Interpretation .....</b>	<b>32</b>
<b>K. Waiver .....</b>	<b>32</b>
<b>L. Entire Agreement .....</b>	<b>32</b>
<b>M. Counterparts .....</b>	<b>32</b>
<b>N. Headings .....</b>	<b>32</b>
<b><u>EXHIBIT A</u> - Resolutions Supporting Design and Construction of Segment IV</b>	
<b><u>EXHIBIT B</u> - Depiction of Design, Alignment and Other Features of Segment IV</b>	
<b><u>EXHIBIT C</u> - Description of Landfill Property</b>	
<b><u>EXHIBIT D</u> - Description of Temporary Easement Property</b>	
<b><u>EXHIBIT E</u> - Turnpike Lanes Area and City Area</b>	

**INTERLOCAL AGREEMENT BETWEEN  
THE NORTH TEXAS TOLLWAY AUTHORITY  
AND THE CITY OF FARMERS BRANCH  
FOR THE DESIGN, CONSTRUCTION  
AND MAINTENANCE OF SEGMENT IV  
OF THE PRESIDENT GEORGE BUSH TURNPIKE  
(DNT 417)**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

THIS AGREEMENT, by and between the NORTH TEXAS TOLLWAY AUTHORITY, a regional tollway authority and a political subdivision of the State of Texas, acting by and through the its Board of Directors, hereinafter identified as the "Authority," and the CITY OF FARMERS BRANCH, a home rule municipality, acting by and through its duly elected City Council, hereinafter identified as the "City," is to be effective as of the 7<sup>th</sup> day of April, 2003.

**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 route 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 conducted the necessary toll feasibility, environmental and corridor studies (collectively, the "Studies") for the construction of the segment of the Turnpike commonly known as the "Super Connector" or as "Segment IV" (being herein so called) extending north to south from the western terminus of "Segment III" of the Turnpike at IH 35E to the northern terminus of "Segment V" of the Turnpike at IH 635; and

WHEREAS, the Authority has retained HNTB Corporation to serve as the general consulting engineer for the Turnpike (the "Consulting Engineer") and to represent and assist the Authority in the planning, design, review and coordination of the design and construction phases of the Turnpike; and

WHEREAS, the Authority has retained Brown & Root, Inc. (n/k/a Halliburton/KBR) (the "Construction Manager") to provide certain construction management engineering services with respect to the Turnpike; and

WHEREAS, the Authority has retained Carter & Burgess, Inc., Huitt-Zollars, Inc. and Turner Collie & Braden, Inc. to serve as section engineers for Segment IV (collectively the "Section Engineers") and to represent and assist the Authority in the evaluation, planning, design, review and coordination of the Studies, and for the preparation of designs, construction plans, specifications and estimates for Segment IV; and

WHEREAS, a portion of Segment IV is situated 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 passed Resolution No. 2001-064, attached hereto as Exhibit A and made a part hereof, supporting the design and construction of Segment IV; and

**WHEREAS**, the City has requested and the Authority has agreed that certain cost-sharing arrangements be finalized with respect to the Authority's use of landfill property to be conveyed by the City to the Authority to construct and operate Segment IV; 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 separate and distinct issues of importance to them regarding the design, construction, maintenance and operation of Segment IV.

#### **AGREEMENT**

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

#### **ARTICLE I. ACCEPTANCE OF DESIGN**

The City acknowledges and agrees that the design, alignment, number and location of ramps, and other features of Segment IV as it extends through the City's corporate limits is fully acceptable to the City in all respects, said design, alignment, ramp configuration and other features being generally depicted on Exhibit B attached hereto and made a part hereof.

**ARTICLE II.  
THE CITY'S SUPPORT AND OBLIGATIONS**

**A. Support of Segment IV**

The City acknowledges its approval of and support for the Authority's financing, design, construction, operation and maintenance of Segment IV as a turnpike facility 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 the furtherance of the purposes hereof. The City shall neither advance nor support any alternative to, or conflicting proposal for, the development of Segment IV, including without limitation any thoroughfare corridor parallel to Segment IV. The City agrees to support the Authority in the necessary environmental clearance and review process, and to provide such information and support as may be requested by the Authority, the Texas Department of Transportation ("TxDOT"), the Federal Highway Administration ("FHWA"), or any other governmental or quasi-governmental entity in the environmental application and review process or with regard to the Studies generally. The parties agree to coordinate and conduct the necessary public hearings and public participation efforts required, if any, to complete Segment IV. Any future public meetings or hearings involving Segment IV within the City's corporate limits will be conducted with the City's support and involvement, working in full cooperation with the Authority toward expediting completion of Segment IV. The parties shall make every reasonable effort to maintain communication with the public and with their respective representatives regarding the progression of Segment IV construction. 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, federal, state and local, regarding Segment IV.

**B. Basis For The City's Right-of-Way Obligations**

On August 30, 1988, the State Department of Highways and Public Transportation (the "SDHPT") adopted Minute Order 87876 (the "Segment IV Minute Order") which placed the SH 190 segment between IH 35E and IH 635 on the state highway system and designated that segment as a controlled access facility. Further, the Segment IV Minute Order stated that the SDHPT would provide all necessary right-of-way not committed by local sources, pay other costs, and maintain the segment upon completion of construction. The SDHPT's obligations under the Segment IV Minute Order were conditioned, and only became operative, upon its receipt of local commitments to provide, at no cost to the SDHPT, (1) approximately eighty percent (80%) of the required right-of-way, (2) approximately 1,300,000 cubic yards of acceptable fill material from the Farmers Branch-Farmers Branch Flood Control District (now known as the Valwood Improvement Authority), and (3) preliminary engineering, including route studies, environmental reports, public meetings, and schematics. The Cities of Farmers Branch, Carrollton and Irving, together with Dallas County (collectively, the "Segment IV Governmental Entities"), accepted the conditions and local obligations provided in the Segment IV Minute Order. Specifically, the City evidenced that acceptance on September 19, 1988 in its Resolution No. 88-146. As indicated in the recitals of this Agreement, SH 190 subsequently became the Turnpike and the segment thereof described in the Segment IV Minute Order became Segment IV. Further, the Texas Turnpike Authority succeeded to the rights and obligations of TxDOT, as successor to the SDHPT, with respect to Segment IV and the Segment IV Minute Order pursuant to that certain Construction, Operation, and Maintenance Agreement dated December 1, 1995 (the "Two-Party Agreement") and the several TxDOT Minute Orders passed in connection therewith. Finally, pursuant to the terms of Senate Bill 370



passed by the 75<sup>th</sup> Texas Legislature and effective September 1, 1997, the Authority became the successor-by-statute to the Texas Turnpike Authority, including with respect to the Two-Party Agreement, Segment IV and the Turnpike in general. Consequently, the Authority has succeeded to the SDHPT's rights under the Segment IV Minute Order.

**C. Amendment To The City's Right-of-Way Obligations**

Notwithstanding anything to the contrary contained in the Segment IV Minute Order or in any resolution of the Segment IV Governmental Entities accepting same, the City's right-of-way obligations regarding Segment IV shall be as described in this Section II.C. and in Section II.D. below. The Authority shall prepare the legal descriptions, conveyance instruments, releases and all other curative documents for all property and property interests required for the construction of Segment IV. The Authority shall determine in every instance the nature of the legal interest to be acquired with respect to each parcel of property (e.g., fee simple, permanent easement, temporary easement, lease, license, etc.), as well as the acceptability of title thereto. 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 the Authority determines in accordance with the preceding sentences are required for the construction of Segment IV (the "Required Property") and which are owned by the City. Without limiting the foregoing, the City shall 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 Segment IV, including without limitation all joint use or similar rights required to permit the encroachment of Segment IV bridges into the Valley View Lane right-of-way as depicted on Exhibit B. The Required Property is more particularly described in Section II.D. below. Further, the City, acting in concert with the other Segment IV Governmental Entities, shall use best efforts to cause to be

dedicated to the Authority, at no cost to the Authority, all of the Required Property owned by the Valwood Improvement Authority. Finally, the City shall use its best efforts to cause to be dedicated to the Authority, at no cost to the Authority, all of the Required Property owned by other governmental, quasi-governmental or public entities. All of the dedications described in this Section II.C. and Section II.D. below shall occur no later than ten (10) days following the complete execution of this Agreement, and the City shall cease all operations on, and remove all property it intends to retain from, the Required Property prior to said date, provided that notwithstanding the foregoing, the City shall have one hundred and twenty (120) days following the complete execution of this Agreement to cease all operations of (and remove all property it wishes to retain regarding) the City's solid waste citizens' collection center which utilizes the existing pavement and containers and is located entirely within one hundred feet (100') from the eastern boundary of the Required Property. Except as otherwise provided in this Article II and in the interlocal agreements that have or will be executed by and between the Authority and the other Segment IV Governmental Entities, the Authority shall be responsible for acquiring all of the Required Property necessary for the construction of Segment IV, provided, however, that the City shall provide such reasonable support and assistance as the Authority requests.

**D. Specific Features of the City's Right-of-Way Obligations**

Without in any manner limiting the City's right-of-way obligations generally described under Section II.C. above, the Authority and the City acknowledge and agree as follows:

- (1) Valley View Lane Ramps – Landfill Property. The City shall provide all land currently owned by the City and required for the construction of the ramps from Valley View Lane to northbound Segment IV (Ramp VV-N) and from northbound Segment IV to Valley View Lane (Ramp S-VV), said land having

been utilized by the City as a landfill and being as described on Exhibit C attached hereto and made a part hereof. The City expressly acknowledges and agrees that it has ceased all operations on the landfill property constituting part of the Required Property. In order to construct the referenced ramps, the Authority must remove the existing cap from the City's landfill and stabilize and remove a portion of the material there. The Authority does not and shall not assume or otherwise be liable for any environmental remediation, impacts, costs, liabilities or damages caused by the presence of toxic or hazardous waste, substances or materials in, on or under any portion of the landfill property or other portions of the Required Property to be provided by the City prior to the Authority's use thereof, except as provided in the following paragraphs.

- (a) The Authority, at its cost, shall be responsible for removing, transporting and redepositing any material from the landfill, and shall perform such activities in accordance with applicable laws. Any fines, costs or liability resulting from that removal, transport and redeposit in violation of applicable laws shall be borne by the Authority.
- (b) With respect to the landfill generally, the Authority shall be responsible for all (i) fines, costs, liability, expenses and other amounts and (ii) costs of all required remediation, restoration, repair and similar work to the extent (and in the proportion) that said amounts would not have been incurred or such work required but for the activities of the Authority, its consultants and contractors, that disturbed or otherwise affected the landfill in connection with the construction or operation of Segment IV.

In no event shall the Authority be obligated to pay any amounts in excess of its proportionate share of the actual amounts or costs described under clauses (i) and (ii) above and the Authority shall have no liability or obligation to the City with respect to any potential claim except as determined in accordance with this paragraph (b). Further, in determining the cost of any work described under clause (ii) above, the required remediation, restoration, repair or similar work shall be performed to the level and extent that addresses any violations of applicable laws, unless the City and the Authority agree that more extensive work is prudent under the circumstances.

- (c) The Authority and the City shall promptly notify the other upon obtaining notice of any potential claim arising under the previous paragraph, and the parties then shall negotiate and attempt to agree upon an allocation of costs in accordance with that paragraph (b). To that end, the Authority and the City shall jointly retain a qualified engineering firm to evaluate the cause of, costs resulting from, and the conditions giving rise to the potential claim, as well as to propose an allocation of said costs in accordance with paragraph (b). If the parties either (i) agree that they are unable to reach an agreement on the allocation of such costs through negotiation or (ii) do not reach such an agreement, in writing, within one hundred and eighty (180) days after notice of the potential claim is given, either party may demand, in writing, arbitration of the matter in accordance with paragraphs (d) through (f) below.

- (d) The Authority and the City shall agree on an arbitrator; provided, if the Authority and the City cannot agree, in writing, on such arbitrator within thirty (30) days, either the Authority or the City can request that the American Arbitration Association ("AAA") select an arbitrator of sufficient skill and experience to decide the potential claim. The arbitrator shall determine the dispute in accordance with the rules and procedures of the AAA. The arbitrator shall set a limited time period and establish procedures designed to reduce the cost, time and expense for any discovery while allowing the Authority and the City an opportunity, adequate in the sole judgment of the arbitrator, to discover relevant information from the other about the subject matter of the potential claim. The arbitrator shall rule upon all aspects of the potential claim, including, but not limited to, motions to compel or limit discovery, and shall have the authority to impose sanctions, including attorneys' fees and costs, to the same extent as a court of competent jurisdiction, should the arbitrator determine that discovery was sought without substantial justification or that discovery was refused or objected to without substantial justification.
- (e) The decision of the arbitrator as to the validity and amount of the potential claim shall be issued in writing and shall be binding and conclusive upon the Authority and the City. The Authority and the City shall be required to act in accordance with the decision rendered by the arbitrator, and there shall be no appeal from such decision. In addition to rendering his decision in writing, the arbitrator shall provide written findings of fact and

conclusions of law which shall set forth the decision, award, judgment, decree or order of the arbitrator, as well as the arbitrator's reason for such decision, award, judgment, decree or order.

(f) Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration contemplated by these provisions shall be held in Dallas County, Texas, at a place mutually agreeable to the parties. If the parties cannot agree on an appropriate place and time for the arbitration, the arbitrator shall establish such time and place. In the arbitrator's discretion, the arbitration award may include an award of interest and/or attorneys' fees.

(g) To the best of the City's knowledge, the landfill does not contain any hazardous substance or hazardous waste.

(2) Landfill Materials. Pursuant to the landfill removal, transport and redeposit work described under Subsection II.D.(1) above, the Authority will negotiate and contract with the private company operating the City's landfill to accept the stabilized material removed from its closed landfill, or may contract and negotiate with the operator of any suitable site. The City shall provide such assistance to the Authority as the Authority reasonably requests, but shall not be required to incur any cost or liability in doing so.

(3) Temporary Easement. In addition to conveying the property described on Exhibit C, the City shall grant to the Authority a four-year temporary easement and right-of-way in and to that certain property described on Exhibit D attached hereto and made a part hereof.

- (4) Encroachment into Valley View Lane Right-of-Way. The City does hereby grant to the Authority such easement and joint use rights necessary or desirable to permit the encroachment of Segment IV bridges into the Valley View Lane right-of-way resulting from the construction, operation, maintenance and future expansion or modification of the Segment IV bridges as depicted on Exhibit B. The Authority shall restore and repair any damage caused to any of the City's facilities resulting from the Authority's exercise of such easement and joint use rights. The Authority and the City shall each consult and fully cooperate with the other party to ensure that its respective facilities at that location are not operated, maintained, expanded or modified in any manner that interferes with the other party's facilities. This subsection II D (4) is not intended, and shall not be construed, to waive or otherwise limit any rights or obligations the Authority or the City may have by statute.
- (5) Valley View Lane Modifications. The City agrees to the addition of turn lanes and median cuts along Valley View Lane as shown on Exhibit B or other exhibit to this Agreement, which will be constructed by the Authority, at its cost.
- (6) City Relocation Work. The City, at its cost, shall relocate the driveway for its Waste Transfer Station to the east, away from the ramp from Valley View Lane to northbound Segment IV (Ramp VV-N).
- (7) Satisfaction of City's Right-of-Way Obligations. The City's complete performance of its obligations under Sections II.C. and II.D. shall satisfy its obligations arising in connection with the Segment IV Minute Order and to the

Authority, as TxDOT's successor thereunder, regarding right-of-way required for Segment IV.

**E. Construction Staging Areas**

If requested by the Authority, the City shall provide any available right-of-way located along Segment IV for the Authority's exclusive use as a staging area during the construction of Segment IV. Such areas may be used for the placement and operation of construction site trailers, temporary material disposal, temporary embankments or shoring structures, and for any other purpose related to the construction of Segment IV, save and except for the purpose of operating a concrete and/or asphalt patch plant, which use is strictly prohibited. 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. Upon completion of construction activities for Segment IV or cessation of the Authority's use of the staging areas, whichever comes first, the Authority shall return the staging areas to the City in a condition comparable to when received for use by the Authority.

**F. Utility Relocation**

The City shall timely relocate City-owned utilities or, at the City's option, reimburse the Authority for the cost of relocating and adjusting all utilities owned by the City that are (1) situated in right-of-way required for Segment IV or (2) otherwise affected by, or in conflict with, the construction, operation or maintenance of Segment IV. If the City elects to reimburse the Authority in lieu of performing the relocation work, the Authority, its engineer(s) and contractor(s), at the City's expense, shall design and undertake said relocation and the City shall provide, at its expense, quality assurance inspection services during said relocation and adjustment, all as may be more specifically set forth in the Subsequent Agreements, as defined in



Section IV.D. Notwithstanding the foregoing, the Authority and the City do not anticipate that any City-owned utilities satisfy the conditions of clauses (1) or (2) of the first sentence of this Section II.F. and require relocation.

**G. Signalization**

For and in consideration of the City's (1) acquisition and donation to the Authority of right-of-way for Segment IV in accordance with Sections II.C. and II.D., (2) agreement to complete the utility relocation work, if any, in accordance with Section II.F., and (3) provision of construction staging areas and utility service in accordance with Sections II.E and II.H., the Authority shall reimburse the City in an amount not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) for actual costs the City incurs in the design, construction, and installation of a pair of traffic signals where the Segment IV ramps tie into Valley View Lane. The City shall design, prepare and issue construction plans and specifications, take bids, award contracts and purchase orders and shall install, test, supervise and maintain (or cause the same to be done) any temporary or permanent traffic signalization systems at the foregoing location (collectively, the "Signalization Work"). The Authority shall have no reimbursement obligations, and the Authority shall be released from any obligation to pay the foregoing amount, if the Signalization Work is not completed by January 31, 2006, the projected opening date of Segment IV. In addition, if any of the Signalization Work is not completed by that time, the Authority, at its discretion, may place stop signs or other temporary traffic control devices, signals or signage as it determines to be necessary or convenient for the operation of Segment IV, but shall have no obligation to do so. The City shall ensure that the design and performance of the Signalization Work (including all related relocation and installation activities) do not delay or impede the construction, opening to traffic, or operation of

Segment IV. To that end, the City shall submit the plans and specifications for the Signalization Work to the Authority for its review and approval prior to commencing any of the Signalization Work, provided that the Authority's review and approval shall not impose any obligation or liability on the Authority with respect to the Signalization Work or alter or abrogate any of the City's obligations pursuant to this Agreement. Upon completion of the Signalization Work, the City agrees to operate 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. The Authority agrees to reimburse the City in accordance with this Section II.G. within thirty (30) days after the later of (a) the City's completion of the Signalization Work and (b) the Authority's receipt of the City's invoice to the Authority, together with adequate supporting documentation. The Authority's sole obligation regarding the Signalization Work is one of reimbursement only, and nothing contained in this Agreement (including the Authority's right to place temporary traffic control devices, signals or signage) shall impose upon or create for the Authority any responsibility for (i) the proper design, operation or maintenance of traffic signalization along Segment IV or (ii) the police enforcement required for securing compliance with the traffic signals described in this Agreement.

#### **H. Utility Service**

The City, at its cost and when requested by the Authority, will supply water and sanitary sewer service to the Authority's facilities, including ancillary support and administration buildings, ramp tollbooths and main lane toll plazas, that are located within the City's corporate limits and further provided that the City has such services in the vicinity of the applicable facility. The City shall invoice the Authority only for the Authority's actual usage of said

services at such standard rates as the City charges other governmental entities, and the Authority shall promptly pay all invoices submitted therefor by the City. Notwithstanding the foregoing, and without limiting the provisions of Section 366.176(b) of the Regional Tollway Act, the construction of Segment IV as depicted on Exhibit B does not require the City's provision of the foregoing services to any of the Authority's facilities.

### **ARTICLE III. MAINTENANCE**

#### **A. Summary of Terms and Limits of Maintenance for Segment IV**

As described in Section IV.B. of this Agreement and depicted on Exhibit B, the Authority is not designing or constructing any service roads through that portion of Segment IV situated within the City's corporate limits. The northbound and southbound toll lanes (including all ramps to their gore nose or intersection with the applicable street) which shall be designed and constructed by the Authority are hereinafter referred to as the "Turnpike Lanes"; the portion of Segment IV right-of-way on which the Turnpike Lanes are situated is referred to as the "Turnpike Lanes Area." Any City right-of-way or City streets or other structures abutting or crossing over or under the Turnpike Lanes or the Turnpike Lanes Area is hereinafter referred to as the "City Area." Generally, the Authority shall be responsible for the operation, maintenance, policing, regulation and repair of the Turnpike Lanes, and the City shall be responsible for the operation, maintenance, policing, regulation and repair of the City Area, all as more specifically set forth in Sections III.B. and C. below and as depicted in Exhibit E attached hereto and made a part hereof. The maintenance provisions of this Agreement shall apply to those portions of the Turnpike Lanes Area and of the City Area comprising Segment IV and situated within the City's corporate limits.

**B. The Authority's Maintenance Responsibilities**

With respect to Segment IV, the City and the Authority acknowledge and agree that the Authority has the responsibility to:

- (1) Maintain all Segment IV improvements, including but not limited to the performance of all mowing, snow/ice control, and the collection and removal of debris, within the limits of Turnpike Lanes Area.
- (2) Maintain all improvements constructed by the Authority as a part of Segment IV exit and entrance ramps within the limits extending from the Turnpike Lanes Area to either (i) the ramp gore nose at the applicable street or (ii) the intersection with the applicable street.
- (3) Repair and maintain all soundwalls, retaining walls and similar structures within the limits of the Turnpike Lanes Area.
- (4) Maintain the fence and guardrail, if any, placed along and between the Turnpike Lanes Area and City Area used to protect ramp toll plazas.
- (5) Maintain all Segment IV illumination structures, including under-bridge luminaires, but specifically excluding all City Area illumination and intersection illumination for any of the City's streets.
- (6) Maintain complete bridge structures that carry the Turnpike Lanes over the City's streets.
- (7) Maintain structural bridge components carrying the City's streets over the Turnpike Lanes.

- (8) Maintain all Turnpike trailblazers, "Left Lane Must Enter Turnpike," "No Pedestrians, Bicycles or Motor Driven Cycles," and similar signs regarding Segment IV and/or the Turnpike within the corporate limits of the City.
- (9) 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 and provide public safety functions for the Turnpike Lanes and/or with respect to the Turnpike Lanes Area, except as provided in Subsections III.C.(10) and IV.F.(3).

**C. The City's Maintenance Responsibilities.**

With respect to Segment IV, the City and the Authority acknowledge and agree that the City has the responsibility to operate, maintain, police, regulate and provide public safety functions for the City's streets over and under the Turnpike Lanes (but not including the Turnpike Lanes) and other features of the City Area situated within the corporate limits of the City, said responsibilities to include the following:

- (1) Repair and maintain all the City's streets over and under the Turnpike Lanes, including all traffic signal systems, luminaires, other illumination structures, and foundations therefor.
- (2) Repair and maintain all storm water conduits and receivers, both open and closed, on, along and across the City Area and maintain any drainage, utility, right-of-way or other easements situated thereon for the purpose of serving Segment IV (provided, however, that the construction of Segment IV as depicted on Exhibit B

does not require the use of any of the City's storm water conduits or receivers for the purpose of serving Segment IV).

- (3) Repair and maintain all soundwalls, screen walls, retaining walls and similar structures within the City Area (provided, however, that as more specifically described in Section IV.G. below, no such structures are anticipated in connection with the construction of Segment IV).
- (4) Maintain all unpaved Segment IV right-of-way areas not otherwise identified herein as a responsibility of the Authority.
- (5) Keep the vegetation mown, maintain all landscaping and irrigation systems, and collect and dispose of all debris, trash and unauthorized signs accumulated in Segment IV right-of-way areas not otherwise identified herein as a responsibility of the Authority.
- (6) Maintain and, as necessary, modify guardrail and fences, if any, along the City Area, including the City's streets crossing over and under the Turnpike Lanes.
- (7) Maintain and, as necessary, modify or supplement all traffic regulatory and directional signs and all pavement traffic markings in the City Area, including 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 Segment IV and/or the Turnpike Lanes.
- (8) Furnish all policing, sweeping, flushing, snow/ice control services, and other public safety services on the City Area, including the City's streets crossing over and under the Turnpike Lanes.

- (9) License, permit, and regulate all driveway and street connections to the City Area, except to or from property owned or controlled by the Authority.
- (10) Provide fire, emergency medical service and "haz-mat" response for the Turnpike Lanes and the City Area.

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

#### **ARTICLE IV. GENERAL PROVISIONS**

##### **A. Term of Agreement**

The term of this Agreement shall commence on the effective date set forth above and, except for the obligations of the parties under Subsection II.D.(1) which shall be perpetual, end on the earlier to occur of (1) the complete performance by the parties hereto of all provisions of this Agreement or (2) upon determination by the Authority of the non-feasibility of Segment IV. If the Authority determines in its sole discretion that it would not be feasible to continue with the planning or construction of Segment IV, the Authority shall notify the City in writing of its intent to terminate this Agreement, which shall become effective immediately upon the City's receipt of said notification. Notwithstanding the foregoing, the provisions of Section IV.I. hereof shall remain in full force and effect notwithstanding any such termination.

##### **B. Service Roads**

The Authority is not obligated to construct any service, frontage or access road through that portion of Segment IV situated within the City's corporate limits. Without limiting the

provisions of Section II.A. above, the City agrees that it will not construct or otherwise approve or advance the construction of service roads or other streets to or from, abutting or paralleling Segment IV (the "Service Road") without the prior written approval of the Authority. The City shall be responsible for designing, constructing, and maintaining at its sole expense any underpass U-turns and U-turn deceleration lanes along any Service Road the City desires in addition to those depicted on Exhibit B, if any, or otherwise constructed by the Authority, subject to the Authority's rights under this Agreement. The City shall ensure that the design and construction of such facilities will not delay or impede any phase of the construction of Segment IV or the operation thereof. The City further agrees that any Service Road will not be operated or maintained in such a manner so as to impede access to or egress from the Turnpike Lanes, and, without limiting the foregoing, in exercising its authority to license, permit and regulate driveway permits for any Service Road, the City shall maintain control of access consistent therewith and with all other applicable terms of this Agreement.

**C. Cross Streets**

If the City desires at any time to construct a cross street over or under Segment IV, 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 Segment IV. 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. 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.



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 Segment IV. The City also shall cause its staff and consultants to meet and communicate with the Authority regularly during the design and construction phases of any cross street.

**D. Subsequent Agreements**

The City agrees to enter into such subsequent agreement(s) with the Authority as may be necessary or desirable for either the construction, operation and maintenance of Segment IV (whether one or more, the "Subsequent Agreements") or to ensure the physical or fiscal integrity thereof. Although the precise terms of the Subsequent Agreements shall be negotiated at a later time, none of those terms shall conflict with any provision of this Agreement, absent the specific agreement of the parties to the contrary, and all such Subsequent Agreements otherwise shall be consistent with the terms and provisions hereof.

**E. Control of Authority Facilities and Operations; Nonapplicability of Certain City Codes**

The City acknowledges and agrees that the Authority is not subject to any zoning, building and development codes and/or ordinances promulgated and enforced by the City, and that the City shall not assess against the Authority any development, impact, license, zoning, permit, building, connection or construction fee(s) of any kind with respect to the construction or operation of Segment IV. 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, traffic control concerns, work sequencing or weather-related issues or general

scheduling matters, the Authority may be required to perform construction activity at night, and the City agrees to accommodate and support such activity if necessary.

**F. Storm Water Permitting**

If required by the design of Segment IV and requested by the Authority, 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 will provide easements and other interests and make such enlargement or other betterment work required for the efficient discharge of project storm water from the Turnpike. If the Authority must seek permitting for storm water discharges or outfalls, the City agrees, at the Authority's option (and conditioned upon the Authority's agreement to reimburse the City for all resulting costs the City incurs), to either (a) include the Authority as a co-permittee in the City's MS4 storm water permit applications or (b) provide the information and assistance necessary to allow the Authority to seek an individual permit for the MS4 operated by the Authority within the corporate limits of the City. If the Authority is unable to permit individually, the City will submit all permits and conduct all storm water quality testing and reporting at its sole expense. At the City's request, the Authority will provide the City with technical information and assistance required to prepare the applications. Whether an individual or co-permit is obtained, the City and the Authority agree as follows:

- (1) The Authority will be responsible for the operation and maintenance of the MS4s it owns within the Turnpike Lanes Area 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 within its rights-of-way, including, but not limited to, the City Area or any Service Road. In like

manner, 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 permits.

- (2) Each party will submit its own proposed storm water management program as part of its MS4 permit application and will be responsible for implementing the program on the MS4 for which it is the operator and for complying with the conditions of its storm water permit relating to the program.
- (3) Each party will implement procedures to investigate, detect, and abate unlawful discharges and improper disposal of pollutants into the MS4s that each party operates. If discharges to the MS4 operated by the Authority are involved, the City and the Authority shall consult with each other on water quality problems attributable to third parties, and will coordinate efforts to initiate a mutually acceptable response to minimize or eliminate the water quality problems. At the Authority's request, the City will enforce against liable third parties the City's regulations regarding the contribution of pollutants to the MS4 caused or occurring within the Turnpike Lanes Area, but the Authority's right to regulate the same third-party conduct shall not be affected thereby.
- (4) The Authority will use reasonable efforts to control pollution in storm water that originates on the Turnpike Lanes Area, as required by the conditions of its MS4 storm water permit. The City will use reasonable efforts to control pollution in storm water discharged onto the Turnpikes Lane Area, as required by the conditions of its MS4 storm water permit.

- (5) Each party will promptly notify the other if it knows of a release of oil or a hazardous substance in an amount that may be harmful and that may be introduced into the other party's MS4.
- (6) After reasonable notice to the Authority and subject to safety and traffic-control measures required by the Authority in response to such notice, the City may enter the Turnpike Lanes Area to conduct inspections reasonably related to monitoring compliance with storm water pollution laws by parties other than the Authority.
- (7) Utility construction, operation or maintenance, or any inspection or other activity performed by the City, its agents, employees or contractors on the Turnpike Lanes Area shall comply with all applicable local, state and federal laws and regulations.
- (8) The Authority may incorporate into its MS4 permit applications 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.
- (9) 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 storm water management plan included in Part 2 of the Authority's National Pollution Discharge Elimination Systems permit application, including design procedures and standard details developed by the Authority as best management practices for construction activities and for permanent storm water quality structural treatment controls.

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

**G. Soundwalls**

The provision of soundwalls has been analyzed in the Final Environmental Impact Statement ("FEIS") process according to applicable FHWA criteria. Pursuant to that analysis, no sound walls (also known as noise walls) shall be constructed or maintained by the Authority in that portion of Segment IV situated within the City's corporate limits. The FEIS contains results of that analysis and/or noise contours based upon projected Segment IV noise levels. The Authority has provided a copy of the FEIS to the City. 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.

## **H. Billboards**

With respect to billboards or similar outdoor signs within the Turnpike Lanes Area, the Authority shall follow its policy expressed in Resolution No. 98-048, dated July 24, 1998, of removing all existing billboards and similar outdoor signs when acquiring real property and terminating all leases and other instruments pertaining thereto, to the greatest extent practical and permissible under applicable law. The City agrees to cooperate with the Authority to prohibit and eliminate the presence of billboards or other similar outdoor signs that would or could be visible from the traveled portion of Segment IV. The City shall be solely responsible for (1) the removal of any billboards and similar outdoor signs situated within that portion of Segment IV right-of-way the City acquires and donates pursuant to Sections II.C. and D., (2) any related relocation costs and other consideration, and (3) the removal of other billboards and similar outdoor signs to the greatest extent practical and permissible under applicable laws. The Authority and the City agree that, to the extent permitted by law, neither party shall consent to or permit the future construction or installation of billboards or similar outdoor signs on, or visible from, the Segment IV right-of-way.

## **I. No Liability**

Nothing in this Agreement shall be construed to place any liability on the City, the Authority, the Consulting Engineer, the Construction Manager, the Section Engineers or any of the Authority's or City's respective employees, consultants, contractors, agents, servants, directors or officers for any alleged personal injury or property damage arising out of Segment IV evaluation, design, construction or operation, or for any alleged personal injury or property damage arising out of the City's operation, policing, regulation, maintenance or repair of any Service Road or the City Area, including any of the City's streets connecting to or

crossing Segment IV. 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 or with respect to any actions 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 the City or the Authority, including the defense of governmental immunity.

**J. The Financing**

The Authority intends to finance, in part, the design and construction of Segment IV with proceeds from the issuance of commercial paper, the sale of one or more series of "completion bonds" or other revenue bonds, and/or other financing, which bonds or other products also may include amounts for refunding all or certain Dallas North Tollway System revenue bonds previously issued by the Authority (collectively, the "Financing"). All of the Authority's obligations regarding the construction of Segment IV are contingent and conditioned upon the successful issuance and sale of said revenue bonds or other actions pertaining to the Financing and the Authority's receipt of the proceeds from the Financing. If reasonably requested by the Authority, the City shall promptly cooperate with the Authority by providing assurances or other information necessary for obtaining the Financing, including assurances and information contained in any official statement or similar document issued for the Financing, provided that said assurances and/or information are, in the City's reasonable judgment, consistent with the provisions of this Agreement. Copies of this Agreement will be provided to, and reviewed and relied upon by, underwriters, investment bankers, brokerage firms and similar parties in connection with the provision of the Financing.

**ARTICLE V.**  
**MISCELLANEOUS**

**A.    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:

City of Farmers Branch  
Attn: City Manager  
13000 William Dodson Parkway  
Farmers Branch, Texas 75381

In the case of the Authority:

By hand delivery or air courier:

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

By mail:

North Texas Tollway Authority  
Attn: Jerry Hiebert, 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.



**B. 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 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.

**C. 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 its respective interests in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

**D. Severability**

If any provision of this Agreement, or the application thereof to any entity 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 entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

**E. Written Amendments**

Any change in the agreement, 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.

**F. 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, director, or employee of the City or the Authority shall have any personal obligations or liability hereunder.

**G. Sole Benefit**

This Agreement is entered into for the sole benefit of the City, the Authority and their respective successors, and 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.

**H. 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.

**I. 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.

**J. Interpretation**

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

**K. 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 of any other covenant, condition or agreement herein contained.

**L. 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.

**M. Counterparts**

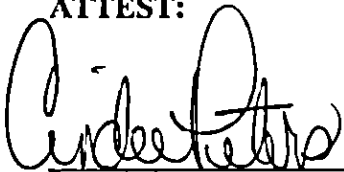
This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the parties.

**N. 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.

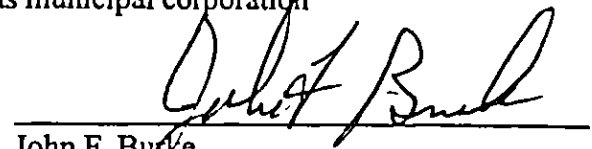
ATTEST:



Cindee Peters,  
City Secretary

CITY OF FARMERS BRANCH,  
a Texas municipal corporation

By:



John F. Burke,  
Interim City Manager

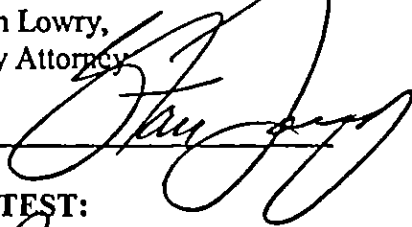
Date

4-15-03

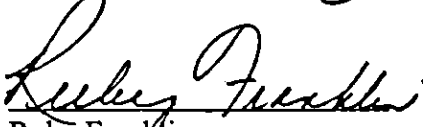
APPROVED AS TO FORM:

Stan Lowry,  
City Attorney

By:



ATTEST:



Ruby Franklin  
Secretary

NORTH TEXAS TOLLWAY AUTHORITY



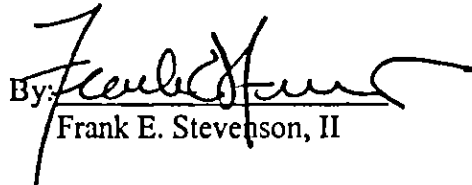
Jerry Hiebert  
Executive Director

Date:

04-23-03

APPROVED AS TO FORM:

Locke Liddell & Sapp LLP



Frank E. Stevenson, II

**EXHIBIT A**  
**INTERLOCAL AGREEMENT BETWEEN**  
**THE NORTH TEXAS TOLLWAY AUTHORITY**  
**AND THE CITY OF FARMERS BRANCH**  
**FOR THE DESIGN, CONSTRUCTION**  
**AND MAINTENANCE OF SEGMENT IV**  
**OF THE PRESIDENT GEORGE BUSH TURNPIKE**

**RESOLUTIONS SUPPORTING DESIGN AND CONSTRUCTION OF SEGMENT IV**  
**(Recitals)**

[see following page(s)]



RESOLUTION NO. 2001-054

A RESOLUTION ENDORSING ALIGNMENT ALTERNATIVE 10 FOR THE  
PRESIDENT GEORGE BUSH TURNPIKE SEGMENT IV.

- WHEREAS, the City of Farmers Branch, on September 19, 1988, formally accepted a Texas Department of Transportation Minute Order designating a State Highway from the intersection of SH161 and IH635 to the intersection of SH190 and IH35E; and
- WHEREAS, the Cities of Farmers Branch, Carrollton, and Irving, together with Dallas County, funded and conducted a feasibility study for the SH161-190 Connector Freeway; and
- WHEREAS, on March 7, 1994 the Farmers Branch City Council adopted Resolution No. 94-019 endorsing the east levee alignment as the preferred route for the construction of the State Highway 161-190 Connector Freeway; and
- WHEREAS, on June 13, 1994 the Farmers Branch City Council adopted Resolution No. 94-082 supporting the development of the State Highway 161-190 Connector Freeway as a toll road to be designated as the President George Bush Turnpike; and
- WHEREAS, on February 1, 1999 the Farmers Branch City Council adopted Resolution No. 99-017 reaffirming its endorsement of the East Levee Alignment as the preferred route for the President George Bush Turnpike; and
- WHEREAS, the North Texas Tollway Authority has prepared the required environmental documents necessary for the development of the President George Bush Turnpike and on May 31, 2001 conducted a public hearing.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS THAT:

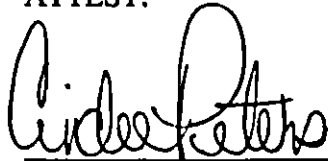
SECTION 1. The City Council endorses the alignment presented in the draft environmental impact statement as Alternative 10 as the preferred route of the President George Bush Turnpike Segment IV, which alignment begins at an interchange of the Turnpike and IH635, proceeds across the Elm Fork of the Trinity River to a full interchange with Valley View Lane, north along the east side of the Valwood Improvement Authority levee to a full interchange at Valwood Parkway, north

along or near the Valwood Improvement Authority levee to a full interchange near the intersection of Belt Line Road and Luna Road, and north along the east bank of the river to interchanges at Sandy Lake Road and IH35E.

SECTION 2. The City Council recommends that all agencies involved in the development of the President George Bush Turnpike work cooperatively toward timely approval of the final environmental impact statement in order to achieve the goal of completing and opening the Turnpike before the end of 2004.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 16<sup>th</sup> day of July 2001.

ATTEST:



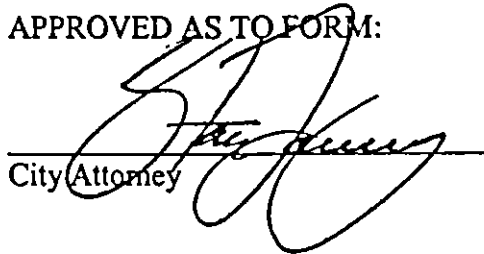
Cindee Peters, City Secretary

APPROVED:



Bob Phelps, Mayor

APPROVED AS TO FORM:



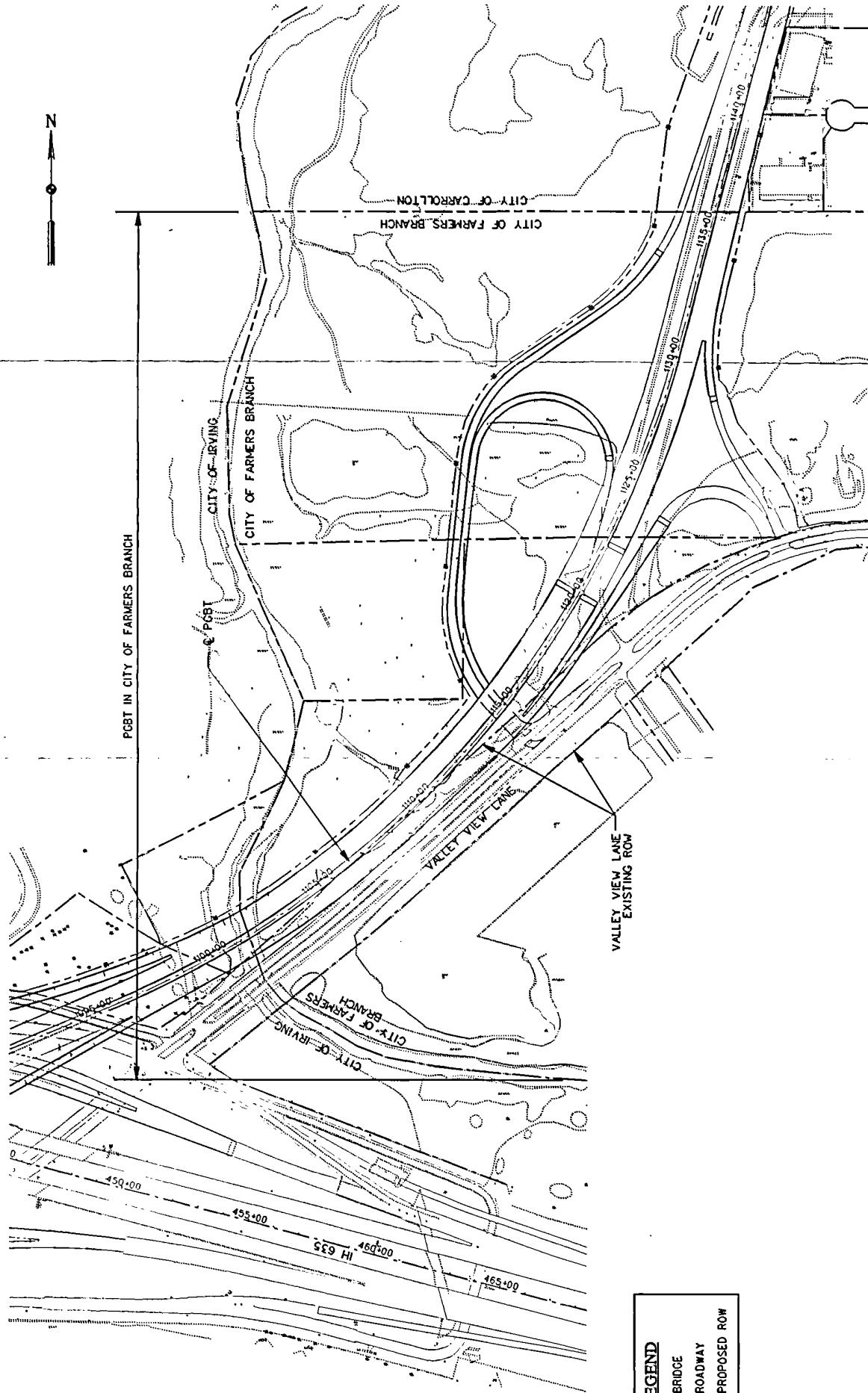
City Attorney

**EXHIBIT B**  
**INTERLOCAL AGREEMENT BETWEEN**  
**THE NORTH TEXAS TOLLWAY AUTHORITY**  
**AND THE CITY OF FARMERS BRANCH**  
**FOR THE DESIGN, CONSTRUCTION**  
**AND MAINTENANCE OF SEGMENT IV**  
**OF THE PRESIDENT GEORGE BUSH TURNPIKE**

**DEPICTION OF DESIGN, ALIGNMENT AND OTHER FEATURES OF SEGMENT IV**  
**(Sec.I.)**

[see following page]





**LEGEND**

- BRIDGE
- ROADWAY
- PROPOSED ROW



**NTTA**  
NORTH TEXAS TOLLWAY AUTHORITY

**EXHIBIT B - DEPICTION OF DESIGN, ALIGNMENT AND  
OTHER FEATURES OF SEGMENT IV**

Scales: N.T.S.



Page 1 of 1  
February 2003

20-FEB-2003

g:\32625\Eng\VF\GAT\LA\_former\sb\va\nttb.dgn

**EXHIBIT C**  
**INTERLOCAL AGREEMENT BETWEEN**  
**THE NORTH TEXAS TOLLWAY AUTHORITY**  
**AND THE CITY OF FARMERS BRANCH**  
**FOR THE DESIGN, CONSTRUCTION**  
**AND MAINTENANCE OF SEGMENT IV**  
**OF THE PRESIDENT GEORGE BUSH TURNPIKE**

**DESCRIPTION OF LANDFILL PROPERTY**  
**(Sec.II.D.(1))**

[see following pages]

EXHIBIT "C"

COUNTY: DALLAS  
HIGHWAY: SH190  
PROJECT LIMITS: From I.H. 35E Near Trinity Mills  
2002 Road' in Dallas County To I.H.  
635 West Near Valley View  
Lane in Dallas County  
PARCEL: NTTA 25S-48

Page 1 of 5  
November 28, 2001  
Revised March 23,

Being 23.8688 acres of land in the James F. Chenoeth Survey, Abstract Number 267, City of Farmers Branch, Dallas County, Texas, and being part of that certain called 76.37 acre tract of land as described in a deed to City of Farmers Branch as recorded in Volume 76108, Page 0372, of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a one-inch pipe found at the southeast corner of that certain called 3.00 acre tract of land as described in a deed to City of Farmers Branch as recorded in Volume 78232, Page 1849 of said Deed Records, said one-inch pipe also being on the existing north right-of-way line of Valley View Lane, a variable width right-of-way;

THENCE,-NORTH 88 degrees 11 minutes 32 seconds WEST, along the south line of said 3.00 acre tract and the existing north right-of-way line of said Valley View Lane, a distance of 253.05 feet to a one-half inch steel rebar found with a yellow plastic cap marked 3963;

THENCE, NORTH 88 degrees 00 minutes 07 seconds WEST, continuing along said south line of the 3.00 acre tract and said existing north right-of-way line of Valley View Lane, a distance of 61.06 feet to an "X" cut found;

THENCE, NORTH 88 degrees 39 minutes 45 seconds WEST, continuing along said south line of the 3.00 acre tract and said existing north right-of-way line of Valley View Lane, a distance of 20.61 feet to a one-half inch steel rebar with a yellow plastic cap marked 3963 found for the southwest corner of said 3.00 acre tract common with the southeast corner of said 76.37 acre tract, said steel rebar also being at the beginning of a curve to the left;

THENCE, SOUTHWEST, along the south line of said 76.3.7 acre tract, continuing along said existing north right-of-way line of Valley View Lane and along 'said curve to the left having a central angle of 06 degrees 53 minutes 59 seconds, a 'radius of 1,004.63 feet and an arc length of 120.98 feet, the chord of said curve bears South 87 degrees 29 minutes 33 seconds West having a chord distance of 120.91 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for the POINT OF BEGINNING on the proposed east right-of-way line of the President George Bush Turnpike, said steel rebar also being at the point of compound curvature to the left;

EXHIBIT "C"

COUNTY: DALLAS

HIGHWAY: SH190

PROJECT LIMITS: From I.H. 35E Near Trinity Mills  
2002 Road in Dallas County To I.H.

635 West Near Valley View Lane  
in Dallas County

PARCEL: NTTA 25S-48

Page 2 of 5

November 28, 2001

Revised March 23,

1. THENCE SOUTHWEST, continuing along said south line of the 76.37 acre tract and said existing north right-of-way of Valley View Lane, and along said curve to the left having a central angle of 01 degrees 46 minutes 13 seconds, a radius of 1,004.63 feet and an arc length of 31.04 feet, the chord of said curve bears South 83 degrees 09 minutes 27 seconds West having a chord distance of 31.04 feet to a point of compound curvature to the left;
2. THENCE, SOUTHWEST, continuing along said south line of the 76.37 acre tract and said existing north right-of-way of Valley View Lane, and along said curve to the left having a central angle of 11 degrees 14 minutes 13 seconds, a radius of 1,195.92 feet and an arc length of 234.55 feet, the chord of said curve bears South 76 degrees 36 minutes 02 seconds West having a chord distance of 234.17 feet to a point in the north line of that certain called 1.001 acre tract of land described in a deed to Martha Myre as recorded in Volume 91089, Page 6469 of said Deed Records, common with the south line of said 76.37 acre tract;
3. THENCE, SOUTH 89 degrees. 58 minutes 58 seconds WEST, departing said. existing north right-of-way line of Valley View Lane, along said common line, passing at a distance of 438.32 feet, the northwest corner of said 1.001 acre tract common with the northeast corner of that certain called 2.4186 acre tract of land as described in a deed to Martha Myre as recorded in Volume 87034, Page 1636 of said Deed Records and being described as a right-of-way easement to Farmers Branch Carrollton Flood Control District, now known as Valwood Improvement Authority by House Bill No. 3088 on June 14, 1989, in all a total distance of 782.35 feet to a three-quarter inch steel pipe found for the northwest corner of said 2.4186 acre tract common with the northeast corner of that certain called 15.757 acre tract of land as described in a deed to Martha Myre as recorded in Volume 87034, Page 1636 of said Deed Records;
4. THENCE, SOUTH 88 degrees 39 minutes 55 seconds WEST, continuing along said common line, passing at a distance of 416.56 feet, the northwest corner of said 15.757 acre tract where a wire in tree bears South 00 degrees 47 minutes -56 seconds West having a distance of 0.77 feet, in all a total distance of 479.75 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for corner on the proposed west right-of-way line of the President George Bush Turnpike;
5. THENCE, NORTH 06 degrees 02 minutes 25 seconds EAST, departing said common line, along the proposed west right-of-way line of the President George. Bush Turnpike, a distance of 332.03 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for the beginning of a curve to the right;

COUNTY: DALLAS  
HIGHWAY: SH190  
2001 PROJECT LIMITS: From I.H. 35E Near Trinity Mills  
23, 2002 Road in Dallas County To I.H.  
635 West Near Valley View  
Lane in Dallas County  
PARCEL: NTTA 25S-48

Page 3 of 5  
November 28,  
Revised March

6. THENCE, NORTHEAST, continuing along said proposed west right-of-way line of the President George Bush Turnpike and along said curve to the right having a central angle of 49 degrees 18 minutes 01 seconds, a radius of 489.00 feet and an arc length of 420.76 feet, the chord of said curve bears North 30 degrees 36 minutes 40 seconds East having a chord distance of 407.90 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for the end of said curve;
7. THENCE, NORTH 55 degrees 20 minutes 24 seconds EAST, continuing along said proposed west right-of-way line of the President George Bush Turnpike, a distance of 381.76 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for the beginning of a curve to the left;
8. THENCE, NORTHEAST, continuing along said proposed west right-of-way line of the President George Bush Turnpike and along said curve to the left having a central angle of 32 degrees 00 minutes 19 seconds, a radius of 684.70 feet and an arc length of 382.47 feet, the chord of said curve bears North 37. degrees 45 minutes 38 seconds East having a chord distance of 377.52 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for the end of said curve;
9. THENCE, NORTH 07 degrees 26 minutes 39 seconds EAST, continuing along said proposed west right-of-way line of the President George Bush Turnpike, distance of 68.90 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for corner on the north line of said 76.37 acre tract common with the south line of . that certain tract of land described in a deed to Farmers Branch Carrollton Flood Control District now known as Valwood Improvement Authority by House Bill No. . 3088 on June 14, 1989, as recorded in Volume 84252, Page 1595 of said Deed Records;
10. THENCE, NORTH 89 degrees 52 minutes 44 seconds EAST, departing said proposed west right-of-way line of the President George Bush Turnpike, along said common line, a distance of 342.99 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for corner on the proposed east right-of-way line of the President George Bush Turnpike;
11. THENCE, SOUTH 13 degrees 18 minutes 25 seconds WEST, departing said common line, along said proposed east right-of-way line of the President George Bush Turnpike, a distance of 297.70 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for the beginning of a curve to the left;

COUNTY: DALLAS

Page 4 of 5

COUNTY: DALLAS

HIGHWAY: SH190

PROJECT LIMITS: From I.H. 35E Near Trinity Mills

Page 4 of 5

November 28, 2001

Revised March 23, 2002 Road

in Dallas County To I.H.

635 West Near Valley View Lane in Dallas County

PARCEL: NTTA 25S-48

12. THENCE, SOUTHWEST, continuing along said proposed east right-of-way line of the President George Bush Turnpike and along said curve to the left having a central angle of 02 degrees 03 minutes 22 seconds, a radius of 2,834.37 feet and an arc length of 101.72 feet, the chord of said curve bears South 12 degrees 16 minutes 44 seconds West having a chord distance of 101.71 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for a point of compound curvature to the left;
13. THENCE, SOUTHWEST, continuing along said proposed east right-of-way line of the President George Bush Turnpike and along said curve to the left having a central angle of 18 degrees 27 minutes 02 seconds, a radius of 819.84 feet and an arc length of 264.01 feet, the chord of said curve bears South 02 degrees 01 minutes 32 seconds West having a chord distance of 262.87 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for the end of, said curve;
14. THENCE, SOUTH 45 degrees 14 minutes 14 seconds EAST, continuing along said proposed east right-of-way line of the President George Bush Turnpike, a distance of 33.82 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for corner;
15. THENCE, SOUTH 18 degrees 39 minutes 11 seconds EAST, continuing along said proposed east right-of-way line of the President George Bush Turnpike, a distance of 147.09 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for corner;
16. THENCE, SOUTH 36 degrees 43 minutes 13 seconds EAST, continuing along said proposed east right-of-way line of the President George Bush Turnpike, a distance of 277.11 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for corner;
17. THENCE, SOUTH 26 degrees 24 minutes 02 seconds EAST, continuing along said proposed east right-of-way line of the President George Bush Turnpike, a distance of 113.56 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for corner;

COUNTY: DALLAS

Page 5 of 5

HIGHWAY: SH190

November 28, 2001

PROJECT LIMITS: From I.H. 35E Near Trinity Mills  
2002 Road in Dallas County To I.H.

Revised March 23,

635 West Near Valley View Lane  
in Dallas County

PARCEL: NTTA 25S-48

18. THENCE, SOUTH 10 degrees 37 minutes 04 seconds EAST, continuing along said proposed east right-of-way line of the President George Bush Turnpike, a distance of 80.47 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for the beginning of a non-tangent curve to the right;
19. THENCE, NORTHEAST, continuing along said proposed east right-of-way line of the President George Bush Turnpike and along said curve to the right having a central angle of 04 degrees 06 minutes 29 seconds, a radius of 1,246.00 feet and an arc length of 89.34 feet, the chord of said curve bears North 77 degrees 13 minutes 06 seconds East having a chord distance of 89.32 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for a point of compound curvature to the right; .
- 21 THENCE, NORTHEAST, continuing along said proposed east right-of-way line of the President George Bush Turnpike and along said curve to the right having a central angle of 20 degrees 11 minutes 11 seconds, a radius of 260.00 feet and an arc length of 91.60 feet, the chord of said curve bears North 88 degrees 57 minutes 27 seconds East having a chord distance of 91.13 feet to the POINT. OF BEGINNING containing 23.8688 acres of land, more or less.

This description accompanies parcel map of even date herewith.

All bearings are based on project coordinates for North Texas Tollway Authority Segment IV. of the President George Bush Turnpike.

FIELD NOTES PREPARED FROM FIELDWORK PERFORMED IN 1999 and 2000.

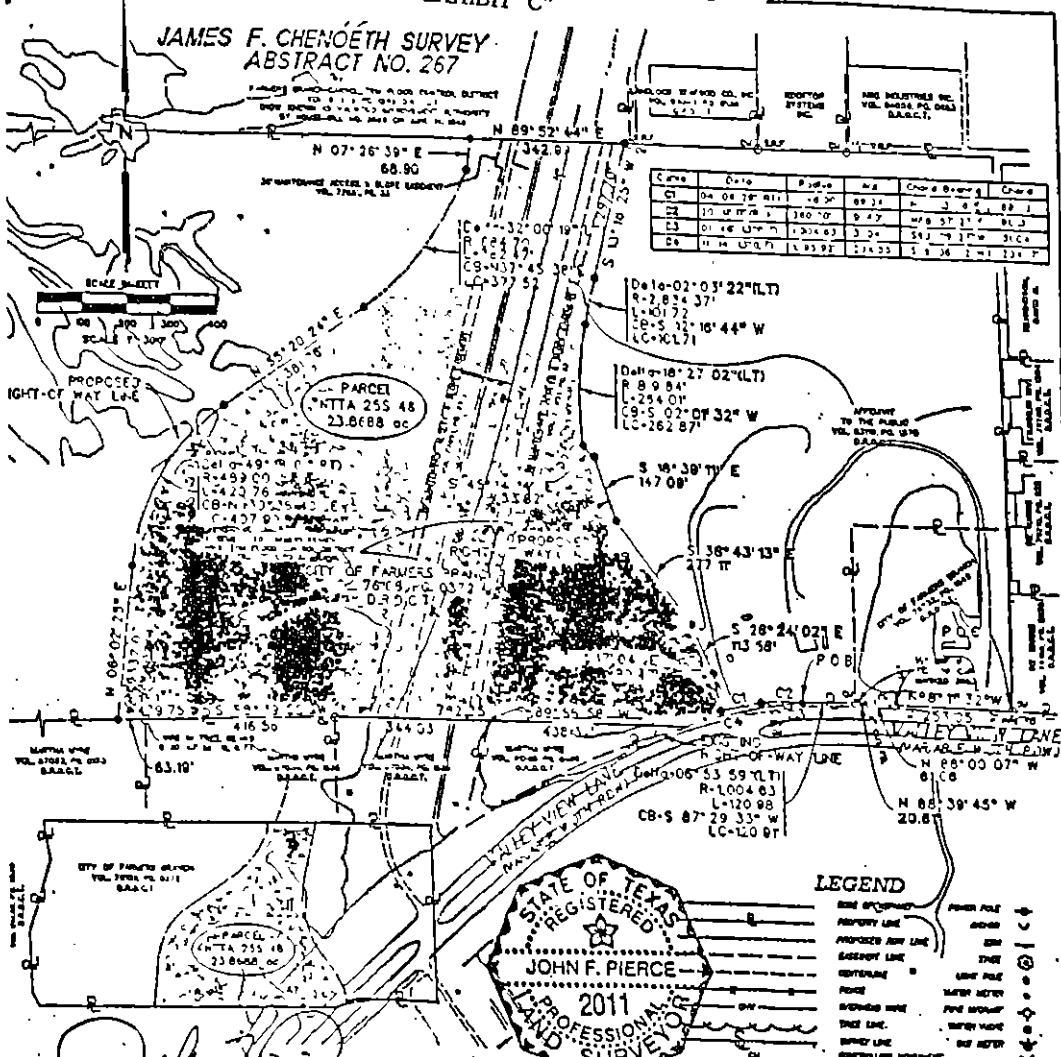
John F. Pierce

(1) Registered Professional Land Surveyor Texas No. 2011

Arredondo, Zepeda & Brunz, Inc. 11355 McCree Road  
Dallas, Texas 75238 (214) 341-9900  
(214) 341-9925 -Fax

JAMES F. CHENOÉTH SURVEY  
ABSTRACT NO. 267

Case	Date	Place	Age	Chromosome	Chromosome
01	04 08 30 411	08 30	08 30	08 30	08 30
02	10 08 30 411	180 00	0 47	08 30 30 411	08 30
03	11 08 30 411	180 00	0 47	08 30 30 411	08 30
04	11 08 30 411	180 00	0 47	08 30 30 411	08 30



RTIFIED John T. Ford Date 03-23-0  
Registered Professional Land Surveyor  
Tenn. No. 2022

COMMENDED [Signature] Date: 4-2-02  
Turner Coll & Braden Inc.  
Seat on Engineer

PROVES *Oct M. Cole* Date: 4-2-02  
 HNTB Corporation  
 General Engineering Consultant

PROVED Mark A. Bruma, P.E. Date: 4-2-02  
North Texas Testway Authority  
Director of Engineering

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
LAS, TEXAS 75238 (214) 341-9900

- - Denotes 1/2" steel rebar with yellow plastic cap marked "AZB" set, unless noted otherwise.

### Notes:

All Bearings are based on project coordinates for North Texas Tollway Authority Segment IV of the President George Bush Turnpike.

A Legal Description of even date herewith  
accompanies this plot

OWNER	CITY OF FARMERS BRANCH
JAN S F C-ENOETH SURVEY, ABSTRACT NUMBER 267	
DALLAS COUNTY, TEXAS	

**NORTH TEXAS TOLLWAY AUTHORITY**  
President George Bush Turnpike  
NORTH OF WAY ST.



**EXHIBIT D**  
**INTERLOCAL AGREEMENT BETWEEN**  
**THE NORTH TEXAS TOLLWAY AUTHORITY**  
**AND THE CITY OF FARMERS BRANCH**  
**FOR THE DESIGN, CONSTRUCTION**  
**AND MAINTENANCE OF SEGMENT IV**  
**OF THE PRESIDENT GEORGE BUSH TURNPIKE**

**DESCRIPTION OF TEMPORARY EASEMENT PROPERTY**  
**(Sec. II.D.(3))**

[see following pages]

EXHIBIT "D"

COUNTY: DALLAS

Page 1 of 2

HIGHWAY: SH190

FEBRUARY 26, 2002 PROJECT LIMITS: From I.H. 35E Near  
Trinity Mills Road in Dallas County

To I.H. 635 West Near Valley View Lane in Dallas County

PARCEL: NTTA 25S-48TE

Being 12,388 square feet of land in the James F. Chenoeth Survey, Abstract Number 267, City of Farmers Branch, Dallas County, Texas, and being part of that certain tract of land as described in a deed to City of Farmers Branch as recorded in Volume 76108, Page 0372 of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows; COMMENCING at one-half inch steel rebar found for the southwest corner of that certain tract of land as described in a deed to Landlock Seafood Company, Inc. as recorded in Volume 95042, Page 0138 of said Deed Records, also being the most southeast corner of Valwood Improvement Authority tract described in a deed to Farmers Branch-Carrollton Flood Control District as recorded in Volume 84252, Page 1595 of said Deed Records, and also being in the north line of said City of Farmers Branch tract;

THENCE, SOUTH 89 degrees 52 minutes 44 seconds WEST, along the south line of said Valwood Improvement Authority tract common with the north line of said City of Farmers Branch tract, a distance of 356.97 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for the POINT OF BEGINNING on the proposed west right-of-way line of the President George Bush Turnpike;

1. THENCE, SOUTH 07 degrees 26 minutes 39 seconds WEST, along said proposed west right-of-way line of the President George Bush Turnpike, a distance of 68.90 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for the beginning of non-tangent curve to the right;
2. THENCE, SOUTHWEST, continuing along said proposed west right-of-way line of the President George Bush Turnpike and along said non-tangent curve to the right having a central angle of 32 degrees 00 minutes 19 seconds, a radius of 684.70 feet and an arc length of 382.47 feet, the chord of said curve bears South 37 degrees 45 minutes 38 seconds West having a chord distance of 377.52 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for the end of said curve;
3. THENCE, SOUTH 55 degrees 20 minutes 24 seconds WEST, continuing along said proposed west right-of-way line of the President George Bush Turnpike, a distance of 381.76 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB", set for corner;

COUNTY: DALLAS

HIGHWAY: SH190

Page 2 of 2

FEBRUARY

26, 20'02 PROJECT LIMITS: From I.H. 35E Near Trinity Mills Road in Dallas County

To I.H. 635 West Near Valley View Lane in Dallas County

PARCEL: NTTA 25S-48TE

4. THENCE, NORTH 34 degrees 39 minutes 35 seconds WEST, departing said proposed west right-of-way line of the President George Bush Turnpike, a distance of 15.00 feet to a point for corner;
5. THENCE, NORTH 55 degrees 20 minutes 24 seconds EAST, a distance of 381.55 feet to a point for the beginning of a non-tangent curve to the left;
6. THENCE, NORTHEAST, along said non-tangent curve to the left having a central angle of 31 degrees 49 minutes 39 seconds, a radius of 669.70 feet and an arc length of 372.02 feet, the chord of said curve bears North 37 degrees 49 minutes 55 seconds East having a chord distance of 367.25 feet to a point for the end of said curve;
7. THENCE, NORTH 07 degrees 26 minutes 39 seconds EAST, a distance of 65.02 feet to a point in said north line of City of Farmers Branch tract common with the said south line of Valwood Improvement Authority tract;
8. THENCE, NORTH 89 degrees 52 minutes 44 seconds EAST, along said common line,, a distance of 15.13 feet to the POINT OF BEGINNING containing 12,388 square feet of land, more or less.

This description accompanies parcel map of even date herewith.

All bearings are based on project coordinates for North Texas Tollway Authority Segment IV of the President George Bush Turnpike.

FIELD NOTES PREPARED FROM FIELDWORK PERFORMED IN 1999 and 2000.

John F. Pierce

(a) Registered Professional Land Surveyor Texas No. 2011

Arredondo, Zepeda & Brunz Inc.

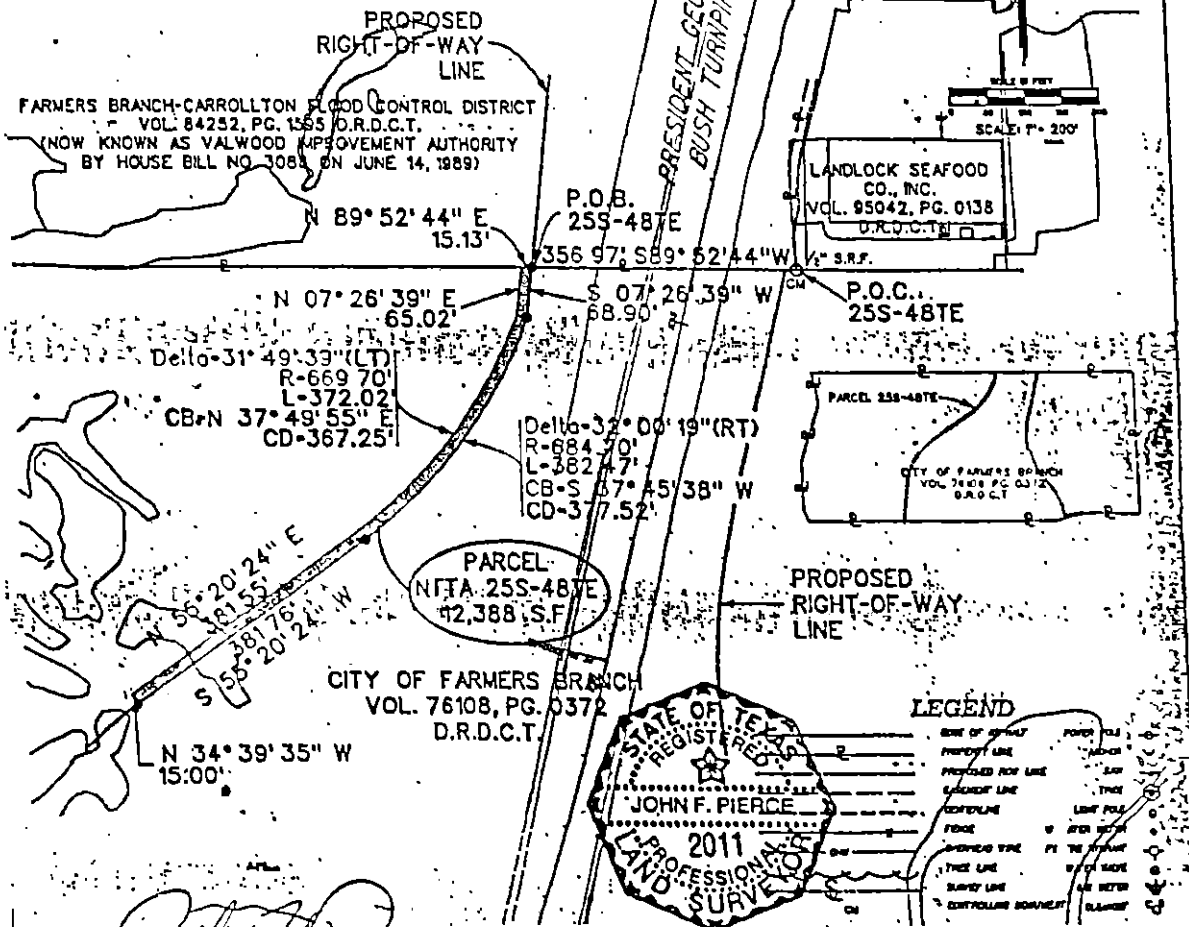
11355 McCree Road

Dallas, Texas 75238 (214) 341-9900

(214) 341-9925 – Fax

EXHIBIT "D"

# JAMES F. CHENOETH SURVEY ABSTRACT NO. 267



CERTIFIED John F. Pierce Date: 02-26-02 - Denotes 1/2" steel rebar with yellow plastic cap marked "AZB" set, unless noted otherwise.

RECOMMENDED David M. Turner Date: 3-13-02  
Turner, Cobb & Brann, Inc.  
Section Engineer

APPROVED John F. Pierce Date: 3/21/02  
HNTB Corporation  
General Engineering Consultant

APPROVED Mark Brown, P.E. Date: 4-2-02  
North Texas Tollway Authority  
Director of Engineering

ARREDONDO, ZEPEDA & BRUNZ, INC.  
11355 MCCREE ROAD  
DALLAS, TEXAS 75238 (214) 341-9900

Notes:  
All Bearings are based on project coordinates for North Texas Tollway Authority Segment IV of the President George Bush Turnpike.

A Legal Description of even date herewith accompanies this plat.

OWNER: CITY OF FARMERS BRANCH  
JAMES F. CHENOETH SURVEY ABSTRACT NO. 267  
DALLAS COUNTY, TEXAS

NORTH TEXAS TOLLWAY AUTHORITY  
President George Bush Turnpike  
EASEMENT

**EXHIBIT E**  
**INTERLOCAL AGREEMENT BETWEEN**  
**THE NORTH TEXAS TOLLWAY AUTHORITY**  
**AND THE CITY OF FARMERS BRANCH**  
**FOR THE DESIGN, CONSTRUCTION**  
**AND MAINTENANCE OF SEGMENT IV**  
**OF THE PRESIDENT GEORGE BUSH TURNPIKE**

**TURNPIKE LANES AREA AND CITY AREA**  
**(Sec. III.A.)**

[see following pages]

