

## INTERLOCAL AGREEMENT

**THIS AGREEMENT** is by and between the City of Plano, Texas ("City") and the Texas Turnpike Authority ("Authority"), an agency of the State of Texas authorized and existing under Vernon's Texas Statutes Article 6674(v) ("Act")

### KNOW ALL MEN BY THESE PRESENTS THAT

**WHEREAS**, the Texas Turnpike Authority at the present time intends to construct, operate and maintain a toll project as defined in the Act which is to be an extension and expansion of the Dallas North Tollway ("Phase II") in Dallas and Collin Counties, Texas; and

**WHEREAS**, the City has agreed with the Authority to acquire certain tracts and parcels of land which are necessary for the construction, operation and maintenance of Phase II; and

**WHEREAS**, the parties hereto have agreed to share in the acquisition costs of said properties under the Interlocal Cooperation Act (Vernon's Texas Statutes, Article 4413 (32c)), and that said land acquisition is a governmental function and service as defined in said Interlocal Cooperation Act; and

**WHEREAS**, the respective governing bodies of the parties hereto have found the tracts and parcels of land to be necessary to the construction, operation and maintenance of Phase II; and

**WHEREAS**, Parcels No. 9-2, 9-8, 10-2 and No. 10-6 (the "Properties") as shown on the Dallas North Tollway Extension Right-of-Way Map prepared by Worrell & Associates, dated January, 1989 have not yet been acquired.

**NOW, THEREFORE**, and in consideration of the purposes expressed herein it is agreed as follows:

1. The purpose of this contract shall be to provide for the acquisition of Properties which are necessary to the construction, operation and maintenance of Phase II.

2. The costs for the acquisition of Properties, including but not limited to: right of way costs, damages to the remainder (if any), appraisal fees, witness fees, trial expenses, court costs, appeal costs and all other costs and expenses in any way related to the acquisition of the Properties, except attorney fees, title work and survey costs, shall be borne by City. Attorney fees shall be borne by each of the parties hereto equally with each to pay fifty percent (50%) of all invoiced costs for and expenses of the attorneys. The Authority shall reimburse the City for the costs of title work and surveys in accordance with Paragraph II B of the Agreement between the City of Plano and Collin County and Texas Turnpike Authority dated June 3, 1986.

3. The parties hereto agree to retain the law firm of Locke Purnell Rain Harrell (A Professional Corporation) ("Locke") to provide said services upon terms and conditions which are mutually agreeable to the parties and Locke; Locke will be compensated monthly on an hourly basis for those services performed by it in acquiring said Properties, which fees and expenses shall be at rates normally and customarily charged by Locke for such services and out of pocket costs.

4. The City shall have the right in its discretion to determine in all instances the price to be paid for the Properties, if purchased, and it shall have in its discretion the right to determine whether to accept or reject any and all offers for settlement should said Properties be acquired by eminent domain proceedings. Also, City shall determine with advice of counsel how to proceed timely and expeditiously in the acquisition of all said Properties.

5. The City will make available all funds necessary to acquire said Properties by purchase or through eminent domain timely in order that said Properties may be acquired in a manner not to delay the construction of Phase II.

6. It is understood and agreed that invoices for attorney fees and expenses shall be submitted on a thirty-day basis and a detailed billing report given to both parties for approval. all invoices will be paid by the Authority to Locke, which payment will be reimbursed fifty percent (50%) by the City to the Authority as hereinabove provided.

7. It is the objective of this Contract to acquire in the most expeditious manner said Properties in order that such not delay Phase II and that the cost of the acquisition thereof be borne as provided by both parties.

8. All properties acquired shall be obtained in the name of the Texas Turnpike Authority and shall be utilized solely as a part of the construction, operation and maintenance of Phase II.

THIS AGREEMENT is made and entered into this the 14 day of May, 1990.

CITY OF PLANO TEXAS

By: Thomas H. Muehlenbeck  
Thomas H. Muehlenbeck  
City Manager

ATTEST:  
Jackie Blakely  
Jackie Blakely, City Secretary

APPROVED AS TO FORM:  
Gary F. Chatham  
Gary F. Chatham, City Attorney

TEXAS TURNPIKE AUTHORITY

By: Clive Runnells  
Clive Runnells  
Chairman

ATTEST:  
Harry Kabler  
Harry Kabler  
Secretary/Treasurer

APPROVED AS TO FORM:  
Locke Purnell Rain Harrell  
By: David [Signature]