

MAINTENANCE AGREEMENT

STATE OF TEXAS     ()

COUNTY OF DALLAS   ()

THIS AGREEMENT made this 30th day of July, 1987,  
by and between the Texas Turnpike Authority, hereinafter referred to as the  
"Authority", party of the first part, and the City of Plano, Collin County,  
Texas, acting by and through its duly authorized officers, hereinafter called  
the "City", party of the second part.

W I T N E S S E T H

WHEREAS, the Authority has contracted for the construction of a  
toll facility known as the Dallas North Tollway, in the City of Plano, Texas;  
and

WHEREAS, said Dallas North Tollway will provide for the rapid movement  
of traffic to and from the Central Business District of Dallas to, along and  
through the corporate limits of the City, a section of far North Dallas County  
and far South Collin County not otherwise adequately served by several City's  
streets; and

WHEREAS, the construction and operation of the Dallas North Tollway  
by the Authority, will relieve the City of the necessity of constructing  
additional street facilities in the area being served; and

WHEREAS, the Authority, with its capital, has relocated and  
reconstructed Dallas Parkway within the corporate limits of the City; and

WHEREAS, the Authority has requested the City to assume the operation,  
maintenance, regulation and public safety functions along the northbound and  
southbound Dallas Parkway rights-of-way within the corporate limits of the  
City; and

WHEREAS, the City recognizes the value of the Dallas North Tollway  
and the reconstructed Dallas Parkway as a supplement to the City system of  
streets and thoroughfares, and is agreeable to assuming certain operational,  
maintenance, regulatory and public safety responsibilities;

NOW THEREFORE, in consideration of the premises and of the mutual  
covenants and agreements of the parties hereto to be by them respectively  
kept and performed, it is agreed by both parties that operational, maintenance,  
regulatory and public safety responsibilities will be assumed as set out in  
the following:

A. LIMITS OF JOINT MAINTENANCE AGREEMENT.

1. Northbound Dallas Parkway: Tollway Centerline  
Station 841+00 to Station 888+86.
2. Southbound Dallas Parkway: Tollway Centerline  
Station 841+40 to Station 888+36.

B. TEXAS TURNPIKE AUTHORITY RESPONSIBILITIES.

1. Maintain all storm water conduits and receivers, both open and closed, on, along, and across the area between the west curb of northbound Dallas Parkway and the east curb of southbound Dallas Parkway, such surface area hereinafter referred to as the "Median".
2. Maintain the surface drainage in the Median to prevent water ponding.
3. Perform construction of various types in the Median when Phase II development of the Tollway begins.
4. License, permit and regulate utility construction and maintenance along and across the Median.
5. Collect and dispose of debris and trash accumulated in the Median.
6. Keep the vegetation mown in the Median.

C. CITY OF PLANO RESPONSIBILITIES.

1. Furnish, construct, install and maintain all Dallas Parkway street illumination. (Later Tollway illumination shall be the responsibility of the Authority.)
2. Furnish, construct, install and maintain traffic signals within the limits of the Agreement.
3. License, permit and regulate all utility construction in and east of the east curb of northbound Dallas Parkway and in and west of the west curb of southbound Dallas Parkway.
4. Coordinate with the Authority and the State Department of Highways and Public Transportation the issuance of utility permits and licenses to avoid future conflicts between such utilities and Tollway and SH 190 development.
5. Maintain all storm water conduits and receivers, both open and closed, on, along and across northbound and southbound Dallas Parkway and its east and west rights-of-way and easements limits.
6. Maintain the surface drainage of all unpaved right-of-way areas not otherwise defined as a responsibility of the Authority.
7. Collect and dispose of debris and trash accumulated in all right-of-way areas not otherwise defined as a responsibility of the Authority.
8. Keep the vegetation mown on all right-of-way areas not otherwise defined as a responsibility of the Authority.

9. Furnish, install and maintain all pavement traffic markings on Dallas Parkway.
10. Furnish, install and maintain all traffic regulatory and directional signs on Dallas Parkway.
11. Furnish all public safety services on Dallas Parkway.
12. License, permit and regulate all driveway and street connections to Dallas Parkway.
13. Coordinate with the Authority and the State Department of Highways and Public Transportation the issuance of driveway and street connection permits and licenses to avoid future conflicts between such driveways and street connections and Tollway and SH 190 development.
14. Provide all Dallas Parkway sweeping, flushing and snow/ice control services.
15. Provide all maintenance, sanitation, regulatory and public safety services encompassing those outlined above for Park Boulevard (FM 544), Plano Parkway and Dallas Parkway north of Park Boulevard (FM 544).
16. Provide all Dallas Parkway pavement, curb repairs, joint sealing and all other maintenance.
17. Maintain and repair all guardrail and guard fence within the defined limits of the Agreement.
18. Assume the cost of electrical energy for operating Dallas Parkway illumination and traffic signal systems.

TERMINATION.

It is understood and agreed between the parties hereto that all obligations for maintenance herein described shall terminate if and when the Dallas North Tollway ceases to be operated by the Authority; and further, that the terms of this Agreement are subject to modification if and when the Tollway is constructed within the defined limits of the Agreement.

Said assumption of maintenance responsibilities by the parties to be effective the date Dallas Parkway is opened to traffic.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Plano, Collin County, Texas, on the 9th day of June, 1987, and the Texas Turnpike Authority on the 30th day of July, 1987.

ATTEST:

Jackie Blarby  
City Secretary

CITY OF DALLAS

By Robert Woodruff, Jr.  
Robert Woodruff, Jr.  
City Manager

ATTEST:

Harry Kabler  
Harry Kabler  
Secretary-Treasurer

TEXAS TURNPIKE AUTHORITY

By Clive Runnells  
Clive Runnells  
Chairman

/11

APPROVED AS TO FORM  
LOCKE, PURNELL, BOREN, LANEY & NEELY  
(A PROFESSIONAL CORPORATION)  
GENERAL COUNSEL - TEXAS TURNPIKE AUTHORITY

BY Bill D. [Signature]  
DATE July 30, 1987