

**INTERLOCAL AGREEMENT BETWEEN THE NORTH TEXAS TOLLWAY  
AUTHORITY AND THE TOWN OF HIGHLAND PARK REGARDING  
LANDSCAPE AND HARDSCAPE IMPROVEMENTS AND/OR  
ENHANCEMENTS, ROADWAY, AND SIGNAL LIGHT IMPROVEMENTS  
AT THE MOCKINGBIRD LANE AND  
THE DALLAS NORTH TOLLWAY INTERSECTION**

**THIS INTERLOCAL AGREEMENT** ("this ILA") by and between the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and a political subdivision of the State of Texas, acting by and through its Board of Directors (hereinafter identified as the "Authority"), and the **TOWN OF HIGHLAND PARK**, a home rule municipality and Texas municipal corporation, acting by and through its duly elected Town Council (hereinafter identified as the "Town"), is to be effective as of the 10<sup>th</sup> day of December, 2007. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

**RECITALS**

**WHEREAS**, the Authority and the Town have current plans to improve and/or enhance the intersection of Mockingbird Lane and the Dallas North Tollway (hereinafter, the "Intersection");

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local government and/or political subdivision to enter into agreements governing each entity's functions and services to the other under the terms thereof; and

**WHEREAS**, the Authority and the Town have determined that benefits and advantages will result to both entities by formally entering into this ILA.

**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 Town agree as follows:

1. Authority's Modifications to the Intersection. The Authority shall have the responsibility, but not the duty, to modify the existing traffic islands located within the Intersection to improve safety and to reduce traffic congestion (as shown on the attached Exhibit A). Where said modification entails construction that will occur in the Town's corporate limits, said work is subject to and conditioned upon the Town's review and approval of same. The

Authority shall be responsible for any and all costs associated with said modifications.

2. Authority's Modifications to the Mockingbird Lane Bridge Over the Dallas North Tollway. The Authority shall have the responsibility, but not the duty, to modify the width of the existing four foot wide (4') shoulders on both sides of the Mockingbird Lane Bridge over the Dallas North Tollway, if needed, and to install handicap ramps to provide access for wheel chair bound persons along said bridge (as shown on the attached Exhibit A). The Authority shall be responsible for any and all costs associated with said modifications.
  
3. Town's Modifications to the existing Traffic Signal Lights. The Town shall have the responsibility, but not the duty, to modify or replace the existing traffic signals located within the Intersection to improve safety and to reduce traffic congestion. The Town shall be responsible for any and all costs associated with said improvements. The Authority will fund up to One Hundred Thousand Dollars (\$100,000) of the construction cost of the traffic signal lights subject to the provision that the Authority has input during the design and construction on the signal timing at the intersection. The Town shall coordinate all design and construction activities with the Authority and its consultants and contractors who are preparing other improvements at or near the intersection.
  
4. Town's Improvements and/or Enhancements at the Intersection
  - a. The Town shall have the right, but not the duty, to install landscape and hardscape improvements and/or enhancements within the Intersection, subject to and conditioned upon the Authority's review and approval of same. Any such work is hereinafter referred to as a "Town Improvement."
  
  - b. The Town shall be responsible for any and all costs associated with a Town Improvement.
  
  - c. For any Town Improvement, and where applicable, the Town, shall provide for the regular and timely irrigation, mowing, trimming, and other maintenance, including timely removal and replacement of plant material that has died or been damaged for any reason, and shall keep any Town Improvement free from subsidence, erosion, weeds, trash, debris, unauthorized signs, or dangerous conditions.
  
  - d. For any Town Improvement, the Town shall also maintain same (i) in a healthy, attractive, and sound state; (ii) in a manner that does not interfere with the safe and efficient operation of the Dallas North Tollway; and (iii) consistent with the Authority's requirements and with observance of and to its standards. Specifically, the Town understands and agrees that a drip

irrigation system shall be utilized for watering of a Town Improvement, as determined by the Authority. The Town shall maintain and operate the irrigation system and repair and/or replace any components associated with the system including damage or theft.

5. Miscellaneous

- a. Term. The term of this ILA shall be for twenty (20) years, and after such period, shall automatically renew for an additional period of 20 years unless otherwise amended or cancelled. It is further understood and agreed between the Authority and the Town, however, that either party may cancel this ILA at any time during the initial term, and any time thereafter, subject to and conditioned upon that party providing the other party thirty (30) days written notice of same.
- b. Written Amendments. Any change in this ILA must be enacted through a written amendment. No amendment to this ILA shall be of any effect unless in writing and executed by the Authority and the Town.
- c. Sole Benefit. This ILA is entered into for the sole benefit of the Town, the Authority and their respective successors, and nothing in this ILA 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.
- d. Authorization. Each party to this ILA represents to the other that it is fully authorized to enter into this ILA 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 ILA. Each signatory on behalf of the Town and the Authority, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this ILA.
- e. Interpretation. No provision of this ILA 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.
- f. Counterparts. This ILA 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.

g. Headings. The article and section headings used in this ILA are for reference and convenience only, and shall have no bearing on the interpretation hereof.

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

**NORTH TEXAS TOLLWAY AUTHORITY**

**ATTEST:**

Loree Griffin

By: Rick Herrington  
Rick Herrington  
Deputy Executive Director

**APPROVED AS TO FORM:**

Date: 12/11/07

Bian E. Beverly  
Director of Legal Services

By: Bian Beverly  
Name: Bian Beverly

**TOWN OF HIGHLAND PARK, a Texas  
Municipal Corporation**

**APPROVED AS TO FORM:**

Albert D. Hammek, Town Attorney

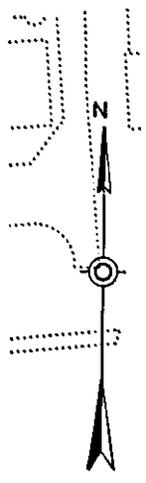
By: William D. White, Jr.  
William D. White, Jr., Town Mayor

By: Albert D. Hammek  
Name: Albert D. Hammek

Date: NOVEMBER 26, 2007

**ATTEST:**

James Fisher  
James Fisher, Town Secretary



PROPOSED POTENTIAL IMPROVEMENTS TO BE PERFORMED BY NITTA:

- ① CONSTRUCT 5' SIDEWALK, WIDEN EXIST. SIDEWALK TO 5' (IF REQUIRED), AND INSTALL ADA RAMP
  - ② MODIFY EXIST. CURB RETURN AND ISLAND
  - ③ MODIFY EXIST. CURB RETURN AND ISLAND
  - ④ MODIFY EXIST. ISLAND TO ACCOMODATE TWO RIGHT TURN LANES
- \*\* MODIFY/RELOCATE EXIST. UTILITIES WHERE NEEDED

NOTE: THE IMPROVEMENTS SHOWN BELOW DO NOT INCLUDE ANY LANDSCAPE, MONUMENTS, OR LANDSCAPE PAVERS. SIGNAL LIGHT MODIFICATIONS, OR ANY OTHER AESTHETIC IMPROVEMENTS.

MOCKINGBIRD LANE

DALLAS NORTH TOLLWAY

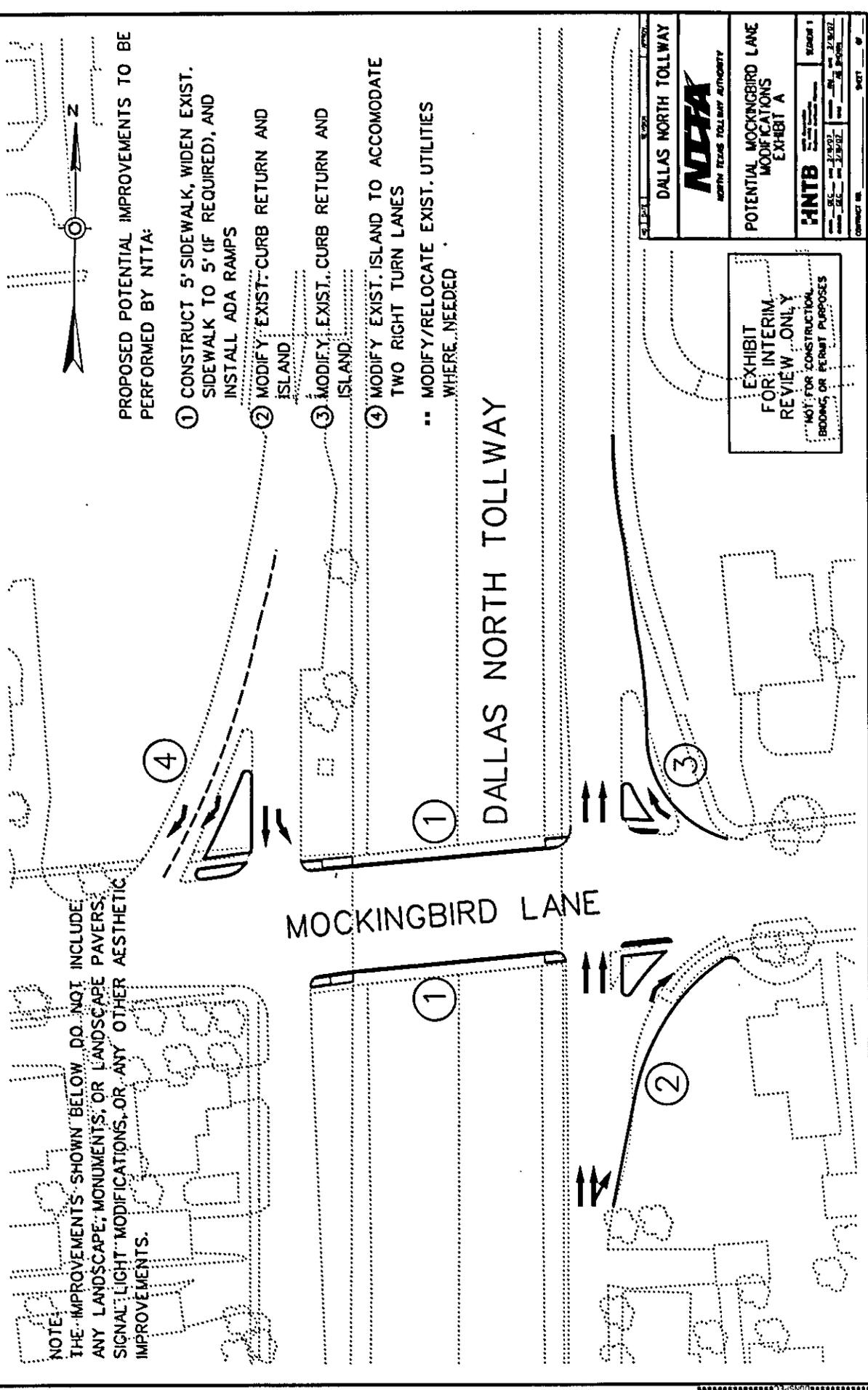


EXHIBIT FOR INTERIM REVIEW ONLY  
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES

DALLAS NORTH TOLLWAY	
<b>NITTA</b> NORTH TEXAS TOLLWAY AUTHORITY	
POTENTIAL MOCKINGBIRD LANE MODIFICATIONS EXHIBIT A	
<b>HNITB</b>	STAGE 1
REV. 1 1/23/07	DATE 2/28/07
BY: [Signature]	BY: [Signature]
PROJECT NO.	SHEET #