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THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

CONTRACT DNT-111

AGREEMENT BETWEEN TOWN OF ADDISON, TEXAS
AND TEXAS TURNPIKE AUTHORITY

THIS AGREEMENT is entered into this the 19th day of
April, 1983, by and between THE TOWN OF ADDISON,
TEXAS, a municipal corporation organized and existing under the
laws of the State of Texas, hereinafter referred to as "Addison"
and TEXAS TURNPIKE AUTHORITY, an agency of the State of Texas
organized and existing under the laws of the State of Texas,
hereinafter referred to as "TTA";

W I T N E S S E T H:

WHEREAS, this Agreement is entered into pursuant to Article
4413 (32c), Interlocal Cooperation Act, Vernon's Texas Civil
Statutes, and pursuant to the legal authority vested in the Town of
Addison and the Texas Turnpike Authority; and

WHEREAS, TTA desires to extend the existing Dallas North
Tollway through the Town of Addison primarily within the existing
right-of-way of Dallas North Parkway, all as shown in preliminary
engineering plans prepared by Howard, Needles, Tammen &
Bergendoff, dated March 5, 1982, said extension being hereinafter
referred to as the "Project"; and

WHEREAS, Addison desires that the Project be modified so
that the proposed tollway extension will be constructed under-
passing Arapaho Road and the St. Louis Southwestern Railroad
right-of-way instead of overpassing it as originally designed;
and

WHEREAS, TTA desires to make such modification only upon
Addison's agreement to pay additional cost resulting from such
modification as provided herein.

NOW, THEREFORE, above premises considered, all of which are
deemed incorporated into the body of this Agreement as if copied
herein in their entirety, the parties, Addison and TTA, for and

in consideration of the premises and valuable consideration, and receipt and adequacy of which is hereby acknowledged, and the mutual promises and covenants herein made, do contract and agree as follows:

1. TTA shall include within its plans the plans, specifications, estimates, contract documents and engineering drawings necessary for the construction of an underpass to carry the Tollway under Arapaho Road and the St. Louis Southwestern Railroad right-of-way.

2. Addison agrees to pay to TTA the sum of Four Million Fourteen Thousand and no/100 (\$4,014,000.00) Dollars, subject to the adjustments provided for hereinafter, payable on the following dates in the amounts set forth opposite thereof:

<u>Date</u>	<u>Amount</u>
30 days after execution of this agreement	\$100,000.00
October 1, 1983	\$500,000.00
April 1, 1984	\$500,000.00
October 1, 1984	\$500,000.00
April 1, 1985	\$500,000.00
October 1, 1985	\$500,000.00
April 1, 1986	remaining balance due under this Agreement

3. The amounts set forth in the preceding paragraph to be paid to TTA shall be reduced or increased by the difference between the estimated cost and the actual cost of the following Project elements only:

<u>Project Elements</u>	<u>Estimated Cost</u>
1. Construction of railroad shoo-fly	\$200,000
2. Additional utility relocation resulting from construction of the underpass	\$510,000
3. Purchase of additional right-of- way caused by the underpass	\$184,000
4. Purchase of temporary and permanent right-of-way easement caused by underpass	\$698,000

Actual cost of such project elements shall be determined by Howard, Needles, Tammen and Bergendoff and shall be forwarded to Addison, together with the supporting documentations. Final payment due TTA pursuant to the preceding paragraph shall be reduced by the amount of money which the estimated cost exceeds actual cost or increased by the amount of money which the actual cost exceeds estimated cost.

4. Addison shall have the right to inspect and audit the records of TTA to substantiate the actual cost of such Project elements.

5. It is anticipated that due to the underpass, TTA is caused to acquire additional right-of-way along such area. TTA agrees to accept from the adjoining property owners a grant of utility easements in lieu of acquiring fee title to such additional right-of-way.

6. Either party shall be entitled to enforce the obligations of the other party in any legal manner, including specific performance. In addition, since TTA will be irrevocably committed to construction of the underpasses after the execution of this Agreement, should Addison default in the payment of any sum due hereunder, at the time when such payment is due, the entire unpaid balance, unadjusted, shall immediately become due and payable, and adjustments, if any, will be made after payment of the \$4,014,000.00.

7. The terms of this Agreement shall not be construed to create a partnership, joint venture or any other form of association for the purpose of performing any obligation undertaken by execution of the Agreement or for any other purposes. TTA does hereby agree to indemnify and save harmless Addison from liability, claims, demands, damages and costs caused by negligence of TTA in the construction of the Project.

8. This Agreement does not affect any negotiations by TTA

with property owners or curb cuts and other design details and rights-of-way or easements.

9. The parties acknowledge and agree that this Agreement is performable in Dallas County, Texas.

EXECUTED the day and year first above written.

THE TOWN OF ADDISON, TEXAS

By

John Kelly
Mayor

Attest:

TEXAS TURNPIKE AUTHORITY

Harry Keller
Secretary-Treasurer

By

John L. Thompson
Chairman

Date

April 27, 1983

RECORDED IN
BOOK 100 PAGE 100
(APR 27 1983)
CENTRAL RECORDS - TEXAS TURNPIKE AUTHORITY

BY

CHP

DATE

April 20, 1983