

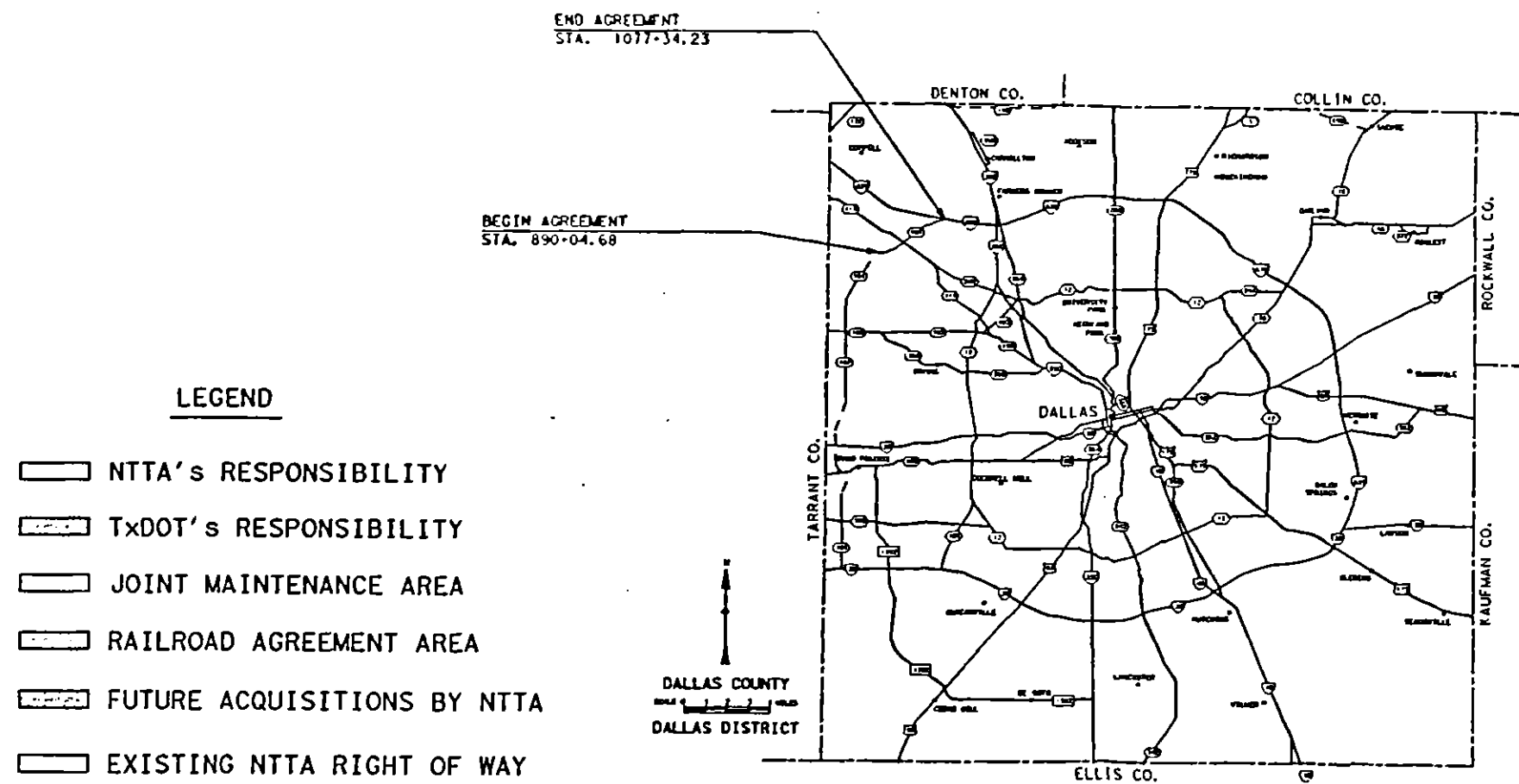
STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

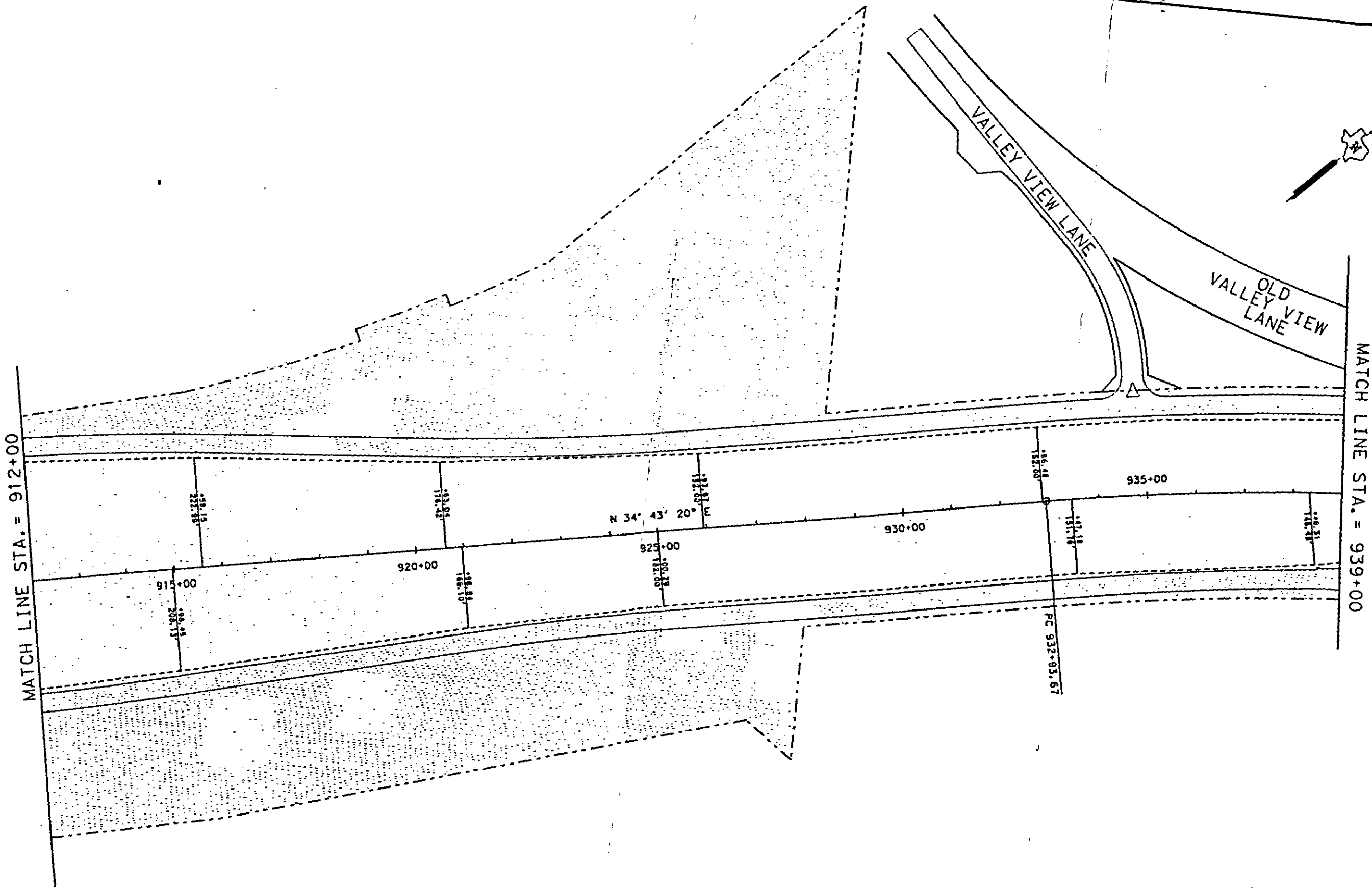
S. H. 161

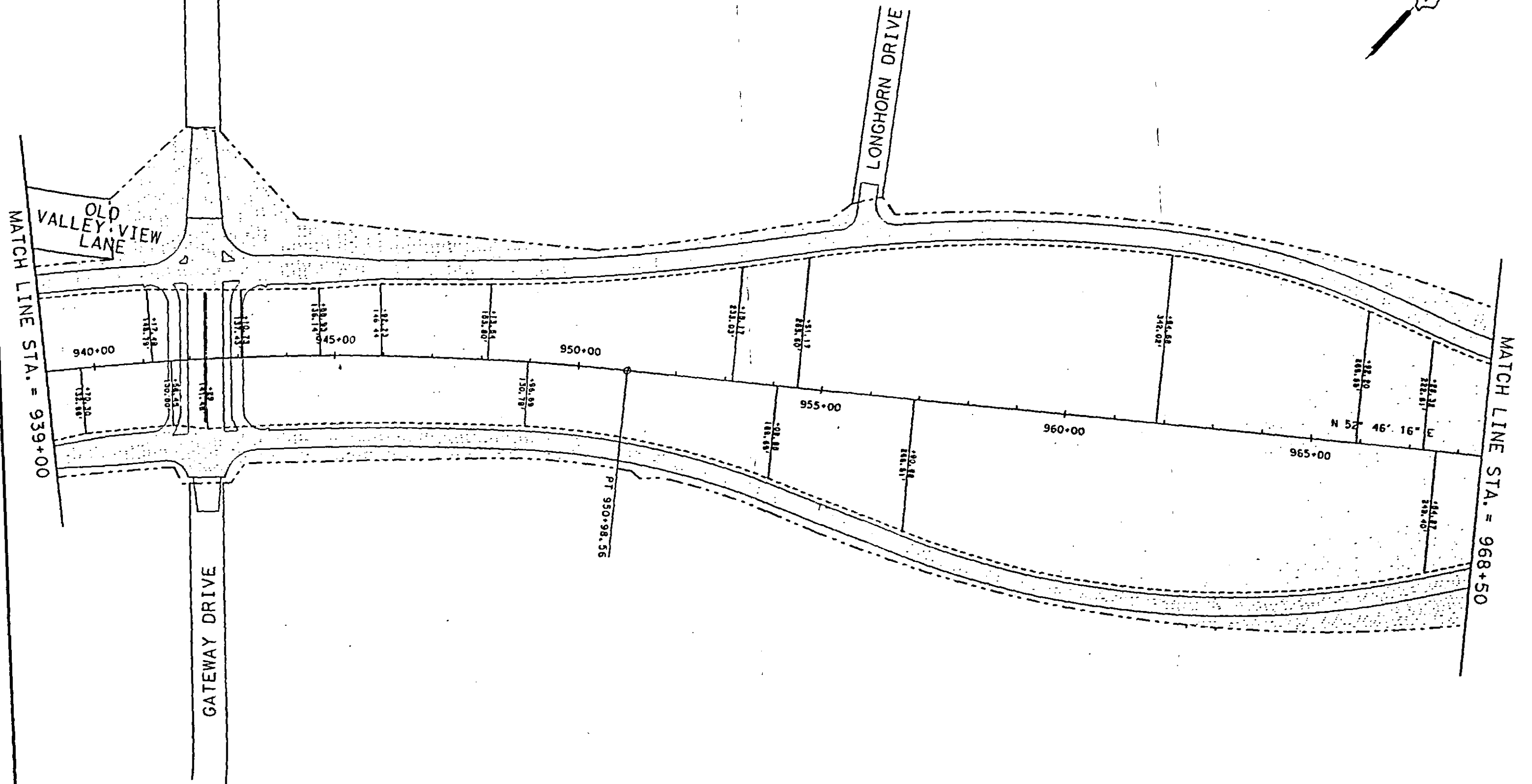
LIMITS FROM: BELTLINE ROAD
TO: I. H. 635

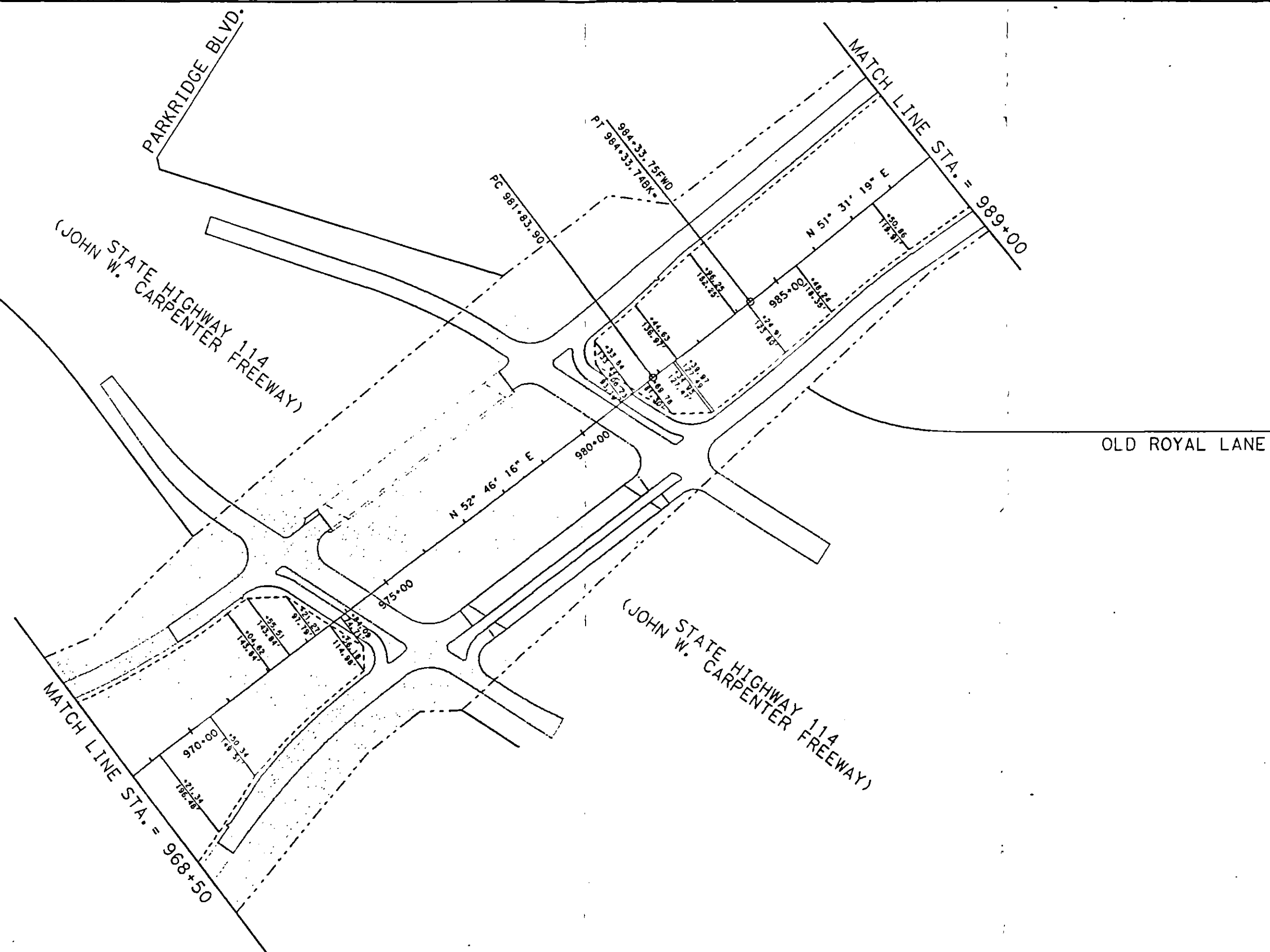
DALLAS COUNTY

NET LENGTH OF PROJECT = 18,729.55 FEET = 3.54726 MILES









INTERSTATE HIGHWAY 635
(LYNDON B. JOHNSON FREEWAY)

VALLEY VIEW LANE

MATCH LINE STA. = 1071+00

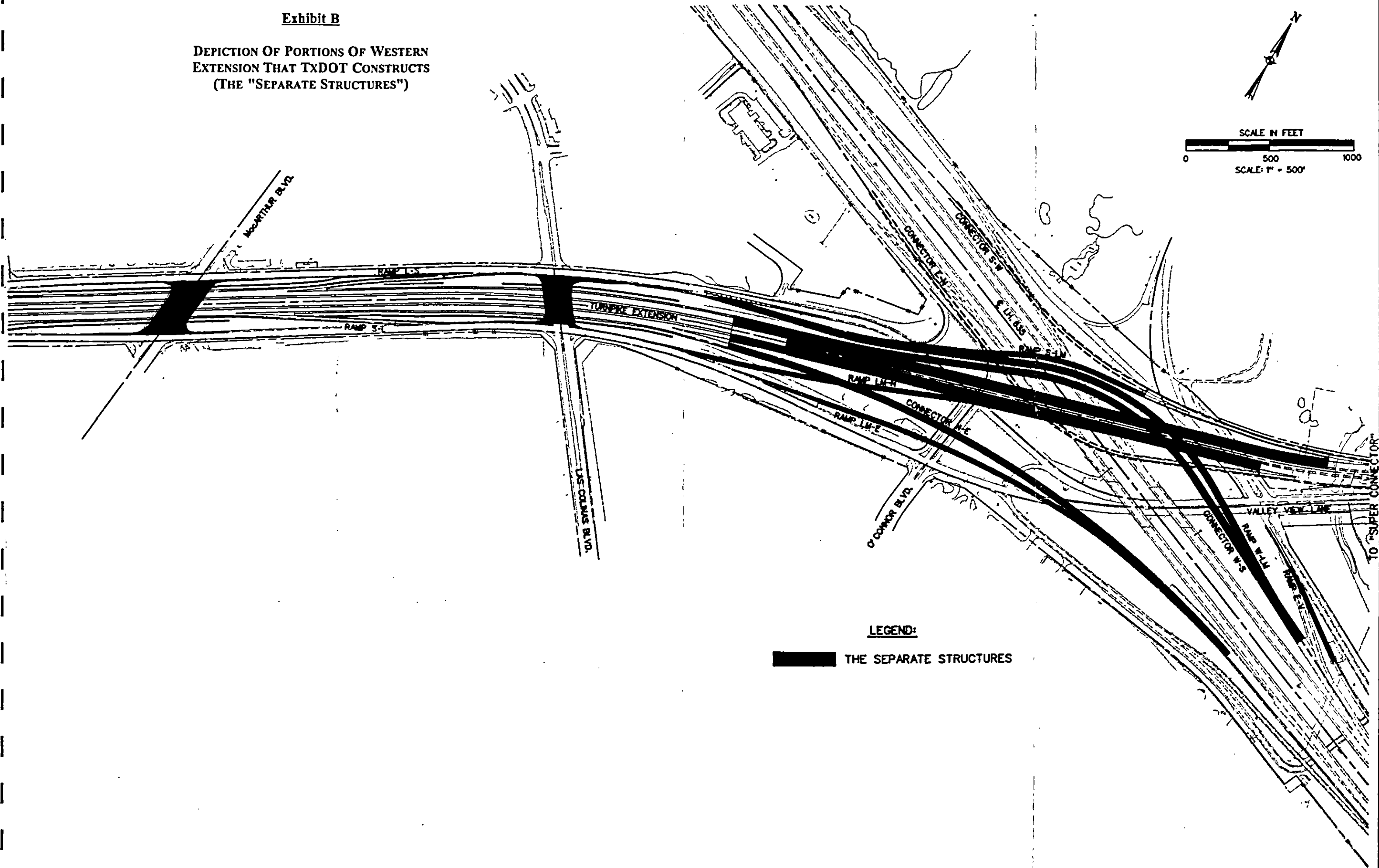
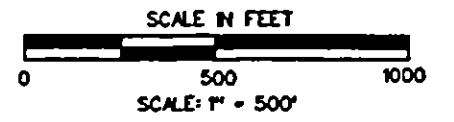
O' CONNER BLVD.

PCC 1083+20.42



Exhibit B

DEPICTION OF PORTIONS OF WESTERN
EXTENSION THAT TXDOT CONSTRUCTS
(THE "SEPARATE STRUCTURES")



LEGEND:

 THE SEPARATE STRUCTURES

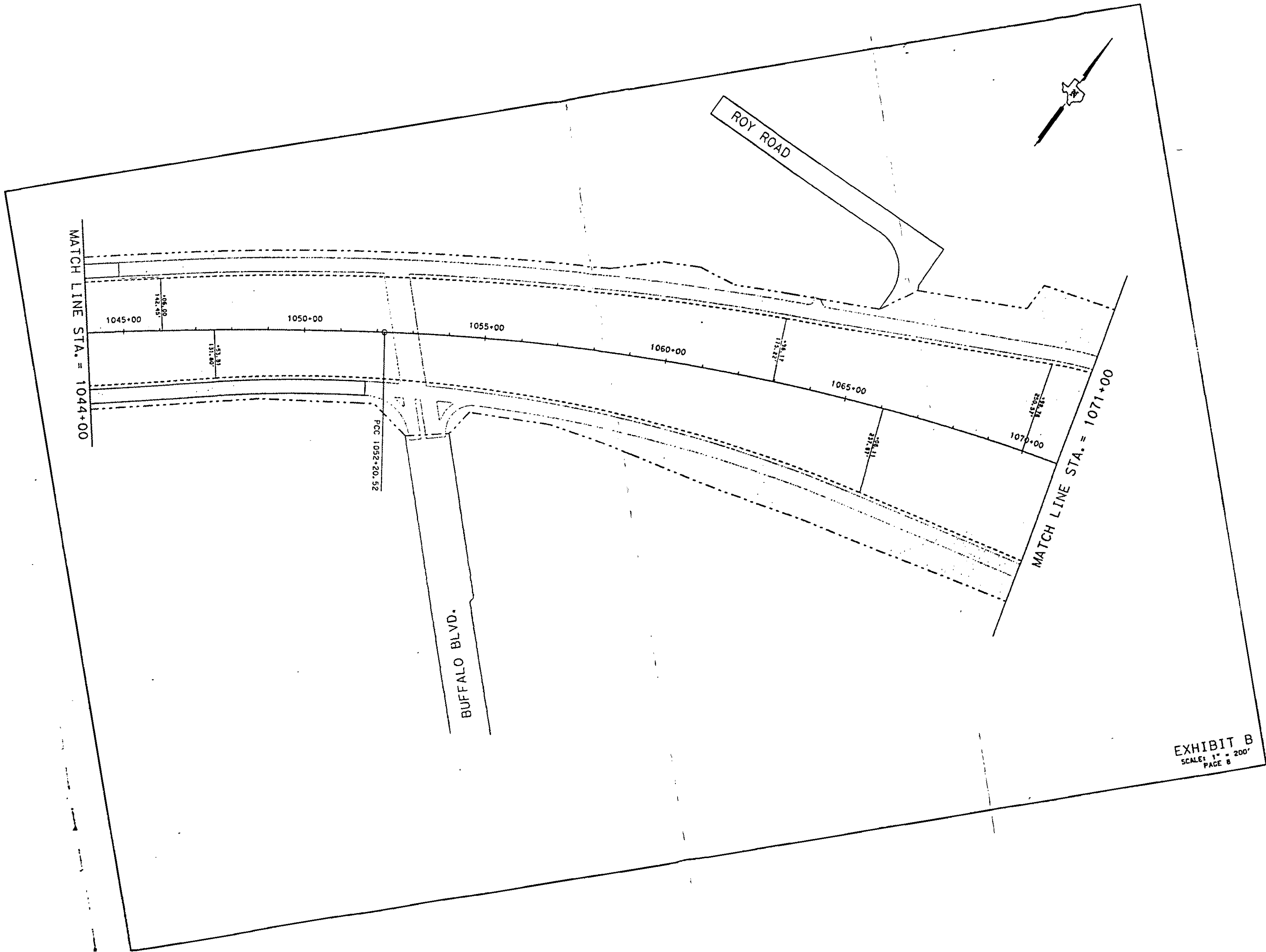
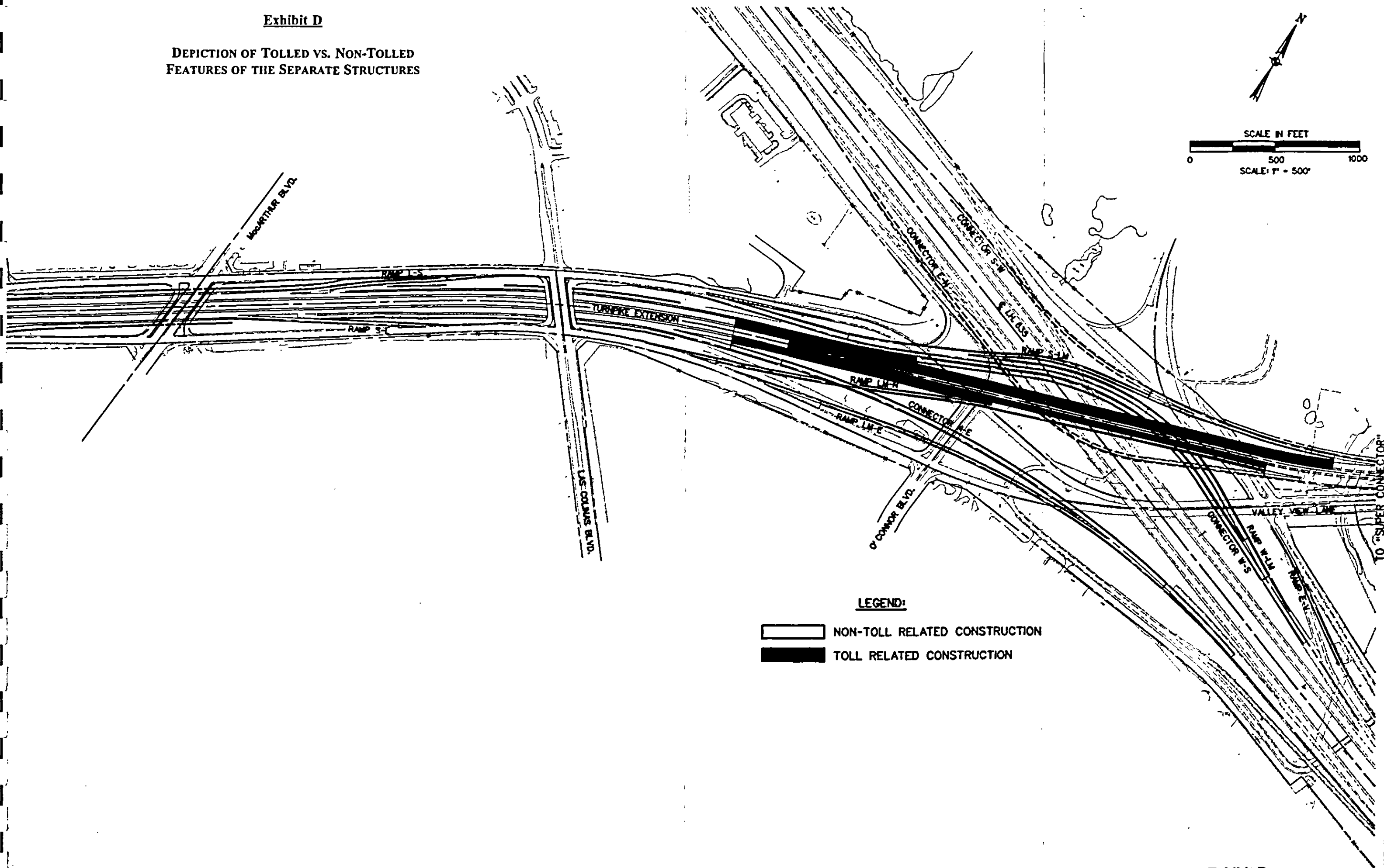


Exhibit D

**DEPICTION OF TOLLED VS. NON-TOLLED
FEATURES OF THE SEPARATE STRUCTURES**

SCALE IN FEET
0 500 1000
SCALE: 1" = 500'



**PRESIDENT GEORGE BUSH TURNPIKE - SEGMENT V
SUMMARY OF ESTIMATED INTERCHANGE COSTS**

	TOLL RELATED		NON - TOLL INTERCHANGE	MacArthur Overpass	Las Colinas Overpass	NON TOLL TOTALS	PROJECT TOTALS
	NB ML	SB ML					
ROADWAY							
PAVEMENT, SUBGRADE, CURB, ETC EARTHWORK, DRAINAGE	\$ 156,096	\$ 158,298	\$ 1,094,550	\$ 197,697	\$ 197,697	\$ 1,489,944	\$ 1,804,338
STRUCTURES							
BRIDGES	\$ 5,338,305	\$ 8,413,364	\$ 16,423,736	\$ 1,936,032	\$ 1,257,552	\$ 19,617,320	\$ 33,368,989
RETAINING WALLS			\$ 1,273,995			\$ 1,273,995	\$ 1,273,995
NOISE WALLS							
MISC.							
ILLUMINATION, SIGNING, STRIPING	\$ 167,715	\$ 250,922	\$ 651,781			\$ 651,781	\$ 1,070,418
TOLL COLLECTION EQUIPMENT							
TOLL PLAZAS, BLDG, LANDSCAPING							
UTILITY RELOCATIONS							
MOBILIZATION	\$ 212,329	\$ 330,847	\$ 729,153	\$ 80,015	\$ 54,572	\$ 863,740	\$ 1,406,916
SUB TOTAL CONSTRUCTION	\$ 5,874,445	\$ 9,153,431	\$ 20,173,215	\$ 2,213,744	\$ 1,509,821	\$ 23,896,780	\$ 38,924,656
CONTINGENCIES (10%)	\$ 587,445	\$ 915,343	\$ 2,017,322	\$ 221,374	\$ 150,982	\$ 2,389,678	\$ 3,892,466
TOTAL CONSTRUCTION COST	\$ 6,461,890	\$ 10,068,774	\$ 22,190,537	\$ 2,435,118	\$ 1,660,803	\$ 26,286,458	\$ 42,817,122
PS&E DESIGN	\$ 338,194	\$ 525,793	\$ 1,165,216	\$ 79,711	\$ 53,669	\$ 1,298,596	\$ 2,162,583
CONSTRUCTION MGMT (4.25%)	\$ 274,630	\$ 427,923	\$ 943,098	\$ 103,493	\$ 70,584	\$ 1,117,174	\$ 1,819,728
CONSTRUCTION MAT. TESTING (1.5%)	\$ 96,928	\$ 151,032	\$ 332,858	\$ 36,527	\$ 24,912	\$ 394,297	\$ 642,257
TOTAL PROJECT COST	\$ 7,171,642	\$ 11,173,522	\$ 24,631,708	\$ 2,654,849	\$ 1,809,968	\$ 29,096,525	\$ 47,441,689

Exhibit E

**ESTIMATED DESIGN AND CONSTRUCTION
COSTS FOR THE SEPARATE STRUCTURES**

TEXAS TRANSPORTATION COMMISSION

TARRANT County

MINUTE ORDER

Page 1 of 2

District FORT WORTH

WHEREAS, the timely extension of State Highway 121, south and west from Interstate Highway 30 in Fort Worth to US Highway 67 in Cleburne (the "Southwest Parkway") is a crucial element in the successful development of the cities of Fort Worth and Cleburne, Tarrant and Johnson Counties, and the surrounding region, and in reducing congestion in that region; and

WHEREAS, the Southwest Parkway has been on the City of Fort Worth's Thoroughfare Plan since the 1960's; and

WHEREAS, the North Central Texas Council of Governments, the Metropolitan Planning Organization for the Dallas-Fort Worth area, supports this project and has offer financial assistance from their metropolitan mobility allocation; and

WHEREAS, project development has been on-going since authorization of State Highway 121, however, economic conditions and budgetary constraints have affected the ability of the Texas Department of Transportation (the "department") to continue development of this project in a timely manner; and

WHEREAS, the City of Fort Worth (the "city") commissioned an intermediate level feasibility study to consider whether various phases or segments of the Southwest Parkway could be developed as a turnpike project; and

WHEREAS, on December 16, 1998, the North Texas Tollway Authority (the "authority") adopted Resolution No. 98-100 authorizing execution of an agreement between the city, the department, and the authority for the development of the Southwest Parkway as a turnpike project; and

WHEREAS, on December 8, 1998, the City of Fort Worth adopted Resolution No. 2474 authorizing execution of an agreement between the city, the department, and the authority for the development of the Southwest Parkway as a turnpike project; and

WHEREAS, on February 25, 1999, the Texas Transportation Commission (the "commission") acknowledged by Resolution support for the development of the Southwest Parkway as a turnpike project; and

WHEREAS, the commission recognizes that innovative financing methods, including tolls, are an effective means of maximizing the use of limited available resources, without compromising the quality of Texas' transportation system; and

WHEREAS, the commission encourages the development of partnerships and the employment of innovative methods to finance and construct needed transportation system improvements; and

WHEREAS, the authority has requested that the department, utilizing federal-aid funds available under Title 23, United States Code, §129, or state highway funds, fund all costs related to the design and construction of the interchanges on the Southwest Parkway at Interstate Highway 30 and at Interstate Highway 20; and



NORTH TEXAS TOLLWAY AUTHORITY

Date 6/20/2002

FROM : KATIE NEES

TO:

☐

Jerry Hiebert

☐

Jerry Shelton

☐

Susan Buse

☐

Mark Bouma

☐

Beth Ruffing

☐

Jim Pace

☒

Marcelle Jones

☐

Jo Ann Borst

☐

Rick Herrington

FyI - SWP T&DOT MO.

K

TEXAS TRANSPORTATION COMMISSION

TARRANT County

MINUTE ORDER

Page 2 of 2

District FORT WORTH

WHEREAS, the commission has determined that the department's construction of the above interchanges, will result in substantial net benefits to the state, the department, and the traveling public, such benefits being:

1. A benefit to the traveling public by minimizing traffic disruption on Interstate Highways 30 and 20 during the duration of construction of the interchanges with the Southwest Parkway;
2. A benefit to the traveling public and the regional transportation system by providing accelerated development of the Southwest Parkway and streamlined construction of the interchange projects;
3. Improved mobility within Tarrant County and the city of Fort Worth and reduced congestion on other area roadways, thereby enhancing regional mobility, air quality, and local traffic flows and patterns; and
4. Increased assurance of the financial viability and feasibility of the Southern Extension of the Southwest Parkway into southern Tarrant and northern Johnson Counties.

WHEREAS, the commission conditions the department's participation upon the department ensuring that the interchange projects are in compliance with all applicable provisions of federal and state laws, rules, and regulations related to design and environmental clearance; and

NOW, THEREFORE, IT IS ORDERED that:

1. the department award the contracts for, and manage the construction of, the interchanges of Interstate Highways 30 and 20 with the Southwest Parkway, to include the turnpike express lanes extending through the interchange and connecting with the remainder of the Southwest Parkway, and the department use its best efforts to construct and complete the interchange in accordance with the design and construction schedule agreed upon by the department and the authority.
2. funds for the construction of the Southwest Parkway turnpike express lanes within the interchanges at Interstate Highways 30 and 20, and other interchange costs are the responsibility of the authority.

IT IS FURTHER ORDERED that the Executive Director is directed to negotiate and enter into any necessary agreements with the authority, the Federal Highway Administration or other parties to implement this order consistent with applicable law and regulations.

Submitted and reviewed by:

Recommended by:

Director, Design Division

Executive Director

Minute Number _____

LAW OFFICES OF

LOCKE PURNELL RAIN HARRELL

(A PROFESSIONAL CORPORATION)

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DALLAS - TEXAS 75201 - 6776
(214) 740-8000
FAX: (214) 740-8800

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(512) 305-4700

NEW ORLEANS OFFICE:
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NEW ORLEANS - LOUISIANA 70130 - 6036
(504) 558-5100

September 29, 1998

Jerry N. Hiebert
Executive Director
North Texas Tollway Authority
3015 Raleigh Street
Dallas, Texas 75219

RE: North Texas Tollway Authority — Western Extension of the President George Bush Turnpike (Segment V); Two-Party Agreement with TxDOT (LPRH 67318/55150)

Dear Jerry:

I enclose two (2) fully executed counterparts of the Construction, Operation, and Maintenance Agreement negotiated between the NTTA and TxDOT for Segment V. I appreciate the opportunity to help the NTTA in obtaining the assurances provided in this document.

Very truly yours,


Frank E. Stevenson, II

FES:bjj
Enclosures

cc: Daniel F. Becker (w/enclosure)
David Boss (w/enclosure)
Susan A. Buse (w/enclosure)
Greg B. Carey (w/enclosure)
Jorge A. Garza (w/enclosure)
James W. Griffin (w/enclosure)

Rebecca Heflin (w/enclosure)
Ronald J. Marino (w/enclosure)
Richard C. Porter (w/enclosure)
Gary Shippy (w/enclosure)
A. Scott Young (w/enclosure)

RECEIVED

SEP 30 1998

North Texas Tollway Authority

**WESTERN EXTENSION
TO THE
PRESIDENT GEORGE BUSH TURNPIKE,
AN EXTENSION AND ENLARGEMENT OF
THE DALLAS NORTH TOLLWAY SYSTEM
(SEGMENT V)**

TABLE OF CONTENTS

	<u>PAGE</u>
AGREEMENT	4
1. Support for Turnpike	4
2. Transfer of Right-of-Way and Interests	4
3. The Retained Property	5
4. Delivery of Materials	6
5. Assignment of Rights	6
6. Design and Construction of the Separate Structures; the Authority's Reimbursement Obligation	7
7. Design and Construction of the Remainder of the Western Extension.	10
8. Responsibility for Design	12
9. Environmental Studies	12
10. Bidding Procedures; Insurance	13
11. Compliance With Applicable Laws	13
12. Operation, Maintenance and Regulation of the Western Extension	13
13. Maintenance of Records	13
14. Reports and Plans to TxDOT	14
15. The Financing	14
16. Termination of this Agreement	14
17. Successors and Assigns	14
18. Circulation of the Agreement	15
19. Reimbursement	15
20. Severability	15
21. Written Amendments	15
22. Notices	15
23. Limitations	16
24. Sole Benefit	16
25. Relationship of the Parties	16
26. Authorization	16
27. Interpretation	16

TABLE OF CONTENTS
(Continued)

Schedule 1

Resolutions From Governmental Jurisdictions

Schedule 2

Specific "Delivered Materials"

Exhibit A

Description of the Property Interests

Exhibit B

Depiction of Portions of Western Extension that TxDOT Constructs (the "Separate Structures")

Exhibit C

Design and Construction Schedule For The Separate Structures

Exhibit D

Depiction of Tolloed vs. Non-Tolloed Features of the Separate Structures

Exhibit E

Estimated Design and Construction Costs for the Separate Structures

**WESTERN EXTENSION
TO THE
PRESIDENT GEORGE BUSH TURNPIKE,
AN EXTENSION AND ENLARGEMENT OF
THE DALLAS NORTH TOLLWAY SYSTEM
(SEGMENT V)**

CONSTRUCTION, OPERATION, AND MAINTENANCE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS AGREEMENT, by and between the TEXAS DEPARTMENT OF TRANSPORTATION, an agency of the State of Texas, as authorized by the Texas Transportation Commission, hereinafter identified as "TxDOT," and the NORTH TEXAS TOLLWAY AUTHORITY, a regional tollway authority and a political subdivision of the State of Texas, hereinafter identified as the "Authority," is executed to be effective the 24th day of September, 1998.

W I T N E S S E T H

WHEREAS, on October 31, 1979, the State Highway and Public Transportation Commission, predecessor to the Texas Transportation Commission (the "Commission"), adopted Minute Order 76416 designating a proposed highway from Belt Line Road to Interstate Highway 635 as State Highway 161; and

WHEREAS, although project development has been ongoing since authorization of SH161, economic conditions and budgetary constraints have affected the ability of TxDOT to advance development of the project in a timely manner; and

WHEREAS, there has been an increasingly critical need for a continuous express lane facility within the SH161 corridor in order to better serve the traveling public, relieve unacceptable levels of traffic congestion on the existing state highway system and improve mobility in the rapidly developing northwest Dallas area; and

WHEREAS, pursuant to the provisions of Chapter 366 of the Texas Transportation Code (the "Regional Tollway Authority Act"), the Authority is authorized to build and operate "turnpike

projects", as that term is defined in the Regional Tollway Authority Act, throughout Collin, Dallas, Denton and Tarrant Counties, Texas; and

WHEREAS, the Authority is constructing Segments I through IV of the President George Bush Turnpike (the "Bush Turnpike"), the northern half of an outer loop around the City of Dallas extending 26.4 miles from State Highway 78 on the east to IH635 on the west, said western terminus of the Bush Turnpike corresponding to the eastern terminus of SH161; and

WHEREAS, the Authority also operates the Dallas North Tollway (the "DNT"), which extends northerly approximately 21 miles from the Dallas Central Business District, and is constructing the Addison Airport Toll Tunnel (the "Tunnel") which will connect and extend Keller Springs Road from Addison Road on the east to Midway Road on the west, and the Bush Turnpike, the DNT and the Tunnel collectively constitute the Dallas North Tollway System (the "DNT System"); and

WHEREAS, on December 17, 1997, the Board of Directors of the Authority adopted Resolution No. 80 authorizing negotiations to develop the main lanes of SH161 between IH635 and Belt Line Road as a turnpike project to be known as the Western Extension (or Segment V) of the Bush Turnpike (the "Western Extension"); and

WHEREAS, On December 17, 1997, the Board of Directors of the Authority also adopted Resolution No. 81 requesting approval by the Commission to (1) transfer the main lanes of SH161 to the Authority for development by the Authority as a turnpike project, (2) allow the Authority to design the interchange between IH635 and the Western Extension, (3) commit \$24 million previously allocated to SH161 for the construction of the Western Extension, and (4) consider providing additional funding through a State Infrastructure Bank (SIB) loan, 23 U.S.C. Section 129 loan or other source, as might be needed to supplement funding from revenue bonds to be issued for the Western Extension; and

WHEREAS, there is significant support by the local and county governmental jurisdictions through which SH161 extends for the development of the main lanes of SH161 as a turnpike project, as reflected by the resolutions adopted by those jurisdictions and attached hereto as Schedule 1 and made a part hereof for all purposes, and TxDOT has determined that the transfer of the main lanes of SH161 to the Authority provides maximum benefit to the public in terms of local and regional mobility and air quality, both by accelerating the completion of the SH161 project and by providing a significant savings of tax dollars; and

WHEREAS, Transportation Code §366.035 provides that if the Commission finds that the conversion of an existing segment of the state highway system to a turnpike project is the most feasible and economic means to accomplish necessary expansion, improvements or extensions to the state highway system, that segment may, after a public hearing and the approval of the Governor and the affected regional tollway authority, be removed from the designated state highway system

and transferred by order of the Commission to the regional tollway authority, and further provides that the affected authority must reimburse the Commission for the cost of the transferred highway, unless the Commission finds that the transfer will result in substantial net benefits to the State, TxDOT and the traveling public that exceed that cost; and

WHEREAS, in accordance with Transportation Code §366.035, the Commission conducted a public hearing on March 30, 1998 for the purpose of receiving comments from interested persons concerning the proposed transfer, and comments received as a result of the public hearing have been considered by the Commission; and

WHEREAS, on April 30, 1998, the Commission, by Minute Order 107473, (1) approved the removal from the designated state highway system and transfer to the Authority of that portion of SH161 extending from IH635 to Belt Line Road, all to be effected without cost to, or reimbursement by, the Authority based upon the Commission's finding that the transfer yields the above-described net benefits which exceed the cost of the transferred highway; (2) found that subject to the Governor's approval of the transfer, the requisites governing the transfer of a portion of the state highway system to a regional tollway authority as established in Title 43, Texas Administrative Code, §27.43 have been satisfied; (3) directed its Executive Director to forward the Minute Order to the Governor of Texas for approval in accordance with Transportation Code, §366.035; (4) committed the \$24 million previously allocated to SH161 specifically for the construction of the Western Extension interchange with IH635 and agreed to consider future requests by the Authority for a SIB loan or other financing source; (5) approved the Authority's request to design the interchange between IH635 and the Western Extension, subject to certain conditions specified in the Minute Order; and (6) directed the Executive Director to negotiate and enter into this Agreement and all other necessary agreements with the Authority or other parties to implement the Minute Order, including the conditions contained therein, consistent with applicable laws and regulations, including the transfer of legal title to the right-of-way and other interests generally described in Exhibit "B" to the Minute Order, by instrument acceptable to TxDOT and the Authority, and utilizing a legal description acceptable to TxDOT; and

WHEREAS, on July 30, 1998, the Commission, by Minute Order 107567, (1) authorized TxDOT to award the contract for and manage the construction of the interchange of IH635 with the Western Extension, including the turnpike express lanes that are a part of the interchange; (2) directed that the \$24 million previously committed by the Commission for the construction of the interchange be expended on non-tolled facilities; and (3) authorized the extension of a loan to the Authority of federal and/or state funds under Title 23, United States Code, §129 and Transportation Code, §366.301, to fund interchange project costs that are the responsibility of the Authority; and

WHEREAS, pursuant to Resolution No. ROWC 98-050 passed on August 7, 1998 by the Right-of-Way and Contracts Committee of the Board of Directors of the Authority and Resolution No. 98-055 passed on August 19, 1998 by the Board of Directors of the Authority, the Authority determined that the Western Extension can be constructed and operated most effectively and

economically as an integrated tollway project with the Bush Turnpike, DNT and the Tunnel, and resolved that the Western Extension should be constructed as an extension and enlargement of the DNT System, and authorized the execution of this Agreement; and

WHEREAS, because the Western Extension is located on the National Highway System and federal funding is contemplated for a specific portion of the Western Extension, the Federal Highway Administration (the "FHWA") has certain approval and inspection rights and responsibilities and, further, TxDOT is responsible for all coordination with the FHWA and for obtaining any necessary approvals from the FHWA for the Western Extension; and

WHEREAS, TxDOT and the Authority have received all authorizations, consents and approvals, including approval of Minute Order 107473 by the Governor, and have otherwise complied with all applicable law, required to enter into and perform under this Agreement and to support the construction and operation by the Authority of the Western Extension.

A G R E E M E N T

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, TxDOT and the Authority agree as follows:

1. **Support for Turnpike.** TxDOT acknowledges its approval of and support for the financing, design, construction, operation and maintenance by the Authority of the Western Extension as a turnpike project pursuant to the Regional Tollway Authority Act. Without limiting the provisions of this Agreement, TxDOT and the Commission will take all actions reasonably requested by the Authority which are consistent with this Agreement in furtherance of the purposes of this Agreement. Unless and until the Authority elects to abandon its efforts to construct and operate the Western Extension, TxDOT shall not advance any alternative to or conflicting proposal for the development of the Western Extension. Further, in its construction, operation and maintenance of the Retained Property (as hereinafter defined) or its consideration of any project that might affect the Western Extension, TxDOT shall make every reasonable effort to minimize or avoid any adverse impact on the Western Extension or its operation.

2. **Transfer of Right-of-Way and Interests.** Except as expressly provided in Section 3 below, and as directed by Commission Minute Orders 107473 and 107567, all fee interests, permanent and/or temporary easements, rights of entry, licenses, leases, personal property (if any) and other interests of any kind acquired by purchase, condemnation, dedication or any other means by TxDOT for the purpose of constructing and operating the main lanes of SH161 (the "Property Interests") are hereby transferred by TxDOT to the Authority. To further evidence that transfer, one or more quitclaim deed(s) shall be prepared and recorded as soon as reasonably possible, utilizing the legal descriptions attached to Minute Order 107473, including any corrections reasonably determined by

TxDOT. All costs of recordation shall be the responsibility of the Authority. The Property Interests are transferred "as is," without warranty of title, and subject to all matters of record. TxDOT shall assist the Authority in preventing any reversion, forfeiture, reconveyance, loss or diminution of any previously acquired or dedicated Property Interests, provided that the Authority shall reimburse TxDOT for all costs it incurs as a result of that assistance. The foregoing transfer of the Property Interests shall include all structures and improvements of any kind situated thereon, together with all stored materials and any items specially fabricated for the Western Extension, if any. The Property Interests are described on Exhibit A attached hereto and made a part hereof. In accordance with the provisions of Minute Orders 107473 and 107567, the Authority hereby accepts the transferred Property Interests for maintenance and operation in a safe and efficient manner, while protecting and preserving the State's investment in that facility.

3. **The Retained Property.** Notwithstanding anything to the contrary contained in Section 2 above, TxDOT shall retain full jurisdiction to and not transfer to the Authority the following structures and improvements and the land on which they are or will be constructed, *save and except* any portion of said structures and improvements constituting controlled access toll lanes of the Western Extension over which the Authority has jurisdiction and any land on or above which said lanes are or will be constructed for which the Authority has received sufficient rights to use from TxDOT pursuant to Section 2 above:

- (a) the partially completed interchange at State Highway 114 and the Western Extension, extending from Western Extension Centerline Station 973 to Western Extension Centerline Station 982;
- (b) the interchange to be constructed at IH635 and the Western Extension, extending from Western Extension Centerline Station 1063+50 to Western Extension Centerline Station 1095+00, *save and except* connector W-S and ramp LM-N, which shall be operated, regulated, maintained, and policed by the Authority;
- (c) the service roads previously constructed by TxDOT on either side of the Western Extension, exclusive of all exit and entrance ramps to the Western Extension which shall be conveyed to the Authority from the turnpike lanes to the gore noses; and
- (d) a ten foot (10') wide easement extending easterly (in the direction of the toll lanes of the Western Extension) from the eastern curb of the southbound service roads and westerly (also in the direction of the toll lanes of the Western Extension) from the western curb of the northbound service roads to be utilized for the placement and maintenance of directional signage; provided that the Authority shall maintain the property encumbered by the aforesaid easement, *save and except* the signage placed and maintained by TxDOT.

The structures and property described under subsections (a) through (d) above constitute the "Retained Property." Additionally, upon reasonable request by TxDOT, the Authority shall grant

TxDOT suitable easement interests to permit the construction by TxDOT across the toll lanes of one or more utility bridges, which interest shall thereafter constitute a portion of the Retained Property. Notwithstanding any provision of this Agreement to the contrary, TxDOT and the Authority shall consult and cooperate with one another to ensure that the Retained Property is not modified, operated or maintained in any manner that interferes with access to and egress from, or with the safe and efficient operation of, the Western Extension. TxDOT and the Authority jointly shall consult and approve the design of suitable signage, and other structures on the Retained Property which are necessary or desirable for the proper operation of the Western Extension (exclusive of the Retained Property), provided that said structures and their installation shall conform to all applicable safety codes and standards (including, without limitation, TMUTCD, as hereinafter defined) and shall not conflict with the operation of the Retained Property. The costs of installing and maintaining the signage, and other structures described in the preceding sentence, shall be borne solely by the Authority. It is understood and agreed that the operation of the Western Extension may by necessity be curtailed temporarily in the event of damage to the Retained Property caused by flood, accidents, emergencies, or calamities. TxDOT will, in that event, do everything reasonable to provide for rapid and timely repairs to those portions of the Retained Property under its control which are damaged, in order that the Authority may resume operation of the Western Extension as soon as possible. TxDOT shall have no responsibility for the operation, maintenance, policing or regulation of the Property Interests. The Authority shall have no responsibility for the operation, maintenance, policing or regulation of the Retained Property. TxDOT shall execute suitable agreements with the cities and counties in which the service roads and other Retained Property are situated addressing those issues, which agreements shall allocate said responsibilities in a manner consistent with the terms of this Agreement and with the established policies of TxDOT. If (i) TxDOT determines that the Authority's operation of the Western Extension materially interferes with or adversely affects the operation or use of the Retained Property or (ii) the Authority determines that TxDOT's operation of the Retained Property materially interferes with or adversely affects the operation or use of the Western Extension, TxDOT and the Authority shall consult with each other, and such modifications or remedial actions acceptable to both parties will be accomplished, and all resulting costs shall be allocated between TxDOT and the Authority as they reasonably determine.

4. **Delivery of Materials.** To assist the Authority in its design and construction of the Bush Turnpike and, specifically, to reduce the cost of completing the Western Extension, TxDOT will provide the Authority with all original counterparts or, if originals are unavailable, copies of all materials prepared by or for TxDOT in connection with the main lanes of SH161, together with any and all other items or information in the possession of TxDOT and useful to or necessary for the Authority's completion of the Western Extension (the "Delivered Materials"). Without limiting the foregoing, the Authority has identified certain items comprising part of the Delivered Materials that it requires, which items are identified on Schedule 2 attached hereto and made a part hereof.

5. **Assignment of Rights.** After reviewing the Delivered Materials provided by TxDOT pursuant to Section 4 above, the Authority, from time to time, may request that TxDOT either (a) assign, in writing, to the Authority and/or its consultants all of TxDOT's right, title and interest in

any permit, agreement, contract, conveyancing instrument, plan or other Delivered Material or (b) provide the Authority with a royalty-free license to use any such Delivered Material, if in the reasonable determination of the Authority such assignment or license will result in a cost savings or otherwise benefit the development of the Western Extension; the Authority shall reimburse TxDOT for all costs it incurs as a result of the foregoing assignment or license. TxDOT shall assist the Authority in obtaining any consents required to assign or license the foregoing items to the Authority so that, to the extent that TxDOT assigns its rights and interests to the Authority, the Authority shall have, to the greatest extent possible, the same rights under and interests in the assigned Delivered Materials as TxDOT held prior to that assignment; the Authority shall reimburse TxDOT for all costs it incurs as a result of that assistance. The foregoing assignment rights shall not apply to pending lawsuits, actions, condemnation and other proceedings related to SH161 and involving TxDOT, if any. As of the execution date of this Agreement, TxDOT has acquired, and is transferring to the Authority pursuant to Section 2 above, all of the right-of-way currently identified as being required for the Western Extension, save and except a single parcel of land situated at the southwest corner of the Western Extension and SH114 and containing less than 0.5 acres of land. The Authority shall be solely responsible for the acquisition of the remaining parcel of land described in the preceding sentence, and all other right-of-way required for the revised schematic design described in Section 7 below.

6. Design and Construction of the Separate Structures; the Authority's Reimbursement Obligation. TxDOT shall be responsible for the construction of those portions of the Western Extension specifically referenced in this Section 6 and described on Exhibit B attached hereto and made a part hereof, including all required construction management and construction materials testing services, and all required and remaining utility relocation and/or adjustment. Specifically, TxDOT shall construct (a) the Western Extension interchange with IH635 (the "IH635 Interchange"), including all ramps, connectors and main lanes, (b) the overpasses at Las Colinas Boulevard and MacArthur Boulevard, and (c) related expansion and improvement work to the northbound and southbound service roads from the MacArthur Boulevard overpass to the IH635 Interchange, all as more particularly described on Exhibit B and being collectively defined as the "Separate Structures". Utilizing the revised schematic design prepared by the Authority and approved by TxDOT in accordance with Section 7 hereof, the Authority will provide for the preparation of the plans, specifications and estimate (the "Separate Structures PS&E") for the Separate Structures as authorized by Minute Order 107473 and in accordance with the provisions of the following paragraph.

The Separate Structures PS&E shall be developed by the Authority consistent with the latest edition and revisions of the American Association of State Highway and Transportation Officials' (AASHTO) Standard Specifications for Highway Bridges, including applicable interim specifications, TxDOT's Highway Design Division Operations and Procedures Manual, TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges, TxDOT's Foundation Exploration Manual, TxDOT's Bridge Design Guide, and The Texas Manual on Uniform Traffic Control Devices (TMUTCD). For all items not discussed in the above-referenced documents,

AASHTO's A Policy On Geometric Design of Highways and Streets shall be referenced for guidance. TxDOT shall review the Separate Structures PS&E and shall respond to the Authority within thirty (30) days following receipt of those materials by TxDOT's District Office. TxDOT and the Authority shall utilize to the maximum practical degree the Technical Work Group process described and defined in Section 7 to facilitate and expedite the preparation and review of the Separate Structures PS&E and the construction of the Separate Structures. TxDOT has reviewed and approved the design and construction schedule for the Separate Structures (the "Schedule") set forth on Exhibit C attached hereto and made a part hereof. TxDOT and the Authority agree that the Schedule is reasonable and achievable. TxDOT agrees to use best efforts to construct and complete those portions of the Separate Structures necessary to open the Western Extension to traffic on or before January 1, 2002, as indicated on the Schedule. In order to achieve that completion date, the parties acknowledge that (i) the Separate Structures PS&E should be complete and delivered to TxDOT not later than October 5, 1999, and (ii) a construction contract for the Separate Structures should be let not later than January 1, 2000, all as indicated on the Schedule.

The Authority previously awarded one or more design engineering contracts for the Western Extension, which contracts provide for the design of features comprising the Separate Structures. Commencing upon July 30, 1998, the date of the Commission's passage of Minute Order 107567, TxDOT shall be responsible for and discharge all payments relating to the Separate Structures and owing under the Agreement for Section Engineer Services dated August 14, 1996 by and between the Texas Turnpike Authority, predecessor to the Authority (the "TTA"), and Brown & Root, Inc. and the Agreement for Section Engineer Services dated August 14, 1994 by and between the TTA and Turner Collie & Braden, Inc. TxDOT, utilizing state funds, shall discharge said amounts by reimbursing the Authority following the Authority's payment to the applicable engineer(s). The Authority shall instruct said engineers to allocate the invoiced amounts between tolled and non-tolled features of the Separate Structures, which allocation shall be utilized in computing the Authority's reimbursement obligations set forth in the following paragraph. In addition to its payment of the design engineering costs described above, TxDOT shall discharge all other engineering and construction costs relating to the Separate Structures, but subject to the Authority's reimbursement obligations set forth below.

As referenced above, the Commission committed \$24 million previously allocated to SH161 to discharge construction costs incurred within certain limits of the Western Extension, and all of the Separate Structures are situated within said limits. The tolled and non-tolled features of the Separate Structures are depicted on Exhibit D hereto and made a part hereof. TxDOT and the Authority have determined that the estimated cost of constructing non-tolled features of the Separate Structures is approximately \$26,286,458.00, substantially in excess of the \$24 million amount committed by Minute Order 107473. Upon TxDOT's acceptance of the completed Separate Structures, TxDOT shall submit to the Authority an invoice, together with suitable supporting materials, seeking reimbursement within thirty (30) days from the Authority in an amount computed as follows:

Total Construction Costs For The Separate Structures minus \$24 Million Committed By Minute Order 107473 plus Engineering Costs (PS&E, Construction Management and Materials Testing) For Tolloed Features Of The Separate Structures.

Based upon the estimated design and construction costs relating to tolloed versus non-tolloed features of the Separate Structures, the Authority and TxDOT have agreed to allocate construction management and materials testing costs on the basis of 38.6% for the Authority and 61.4% for TxDOT. Consequently, as a refinement of the reimbursement formula described in the indented language above, the Authority's reimbursement obligation with respect to construction management and materials testing costs shall be 38.6% of the total of such costs incurred for the Separate Structures, which total cost TxDOT now estimates as approximately 6% of total construction costs therefor.

TxDOT's construction and payment responsibilities under this Section require TxDOT to advance funds to the Authority for the design and/or construction of tolloed features of the Separate Structures, through a loan of federal and/or state funds pursuant to Title 23, §129(a)(7) of the United States Code, Article III, §52-b of the Constitution of the State of Texas, and Texas Transportation Code, §366.301 (the "Loan"). Certain provisions and terms of the Loan are set forth in that certain Agreement, dated December 1, 1995, by and between TxDOT, the TTA (to whose rights and obligations the NTTA has succeeded by statute), and the FHWA (the "Section 129 Agreement"), which are adopted herein by reference and made a part hereof.

The Loan shall be repaid by the Authority in accordance with the reimbursement provisions described in this Section, including the above-described requirements of federal and state law. The Loan shall not accrue interest. The Authority covenants that when the Authority issues its bonds for the Western Extension as described in Section 15 hereof, it will include funds sufficient to repay the Loan pursuant to the provisions of this Section.

To the extent that the Loan reimbursement is not paid from the proceeds of such bonds deposited into the Authority's "Construction Fund" created under the trust agreement pertaining to the Financing (as hereinafter defined), such amount shall be paid by the Authority from the "ISTEA Loan Debt Service Account" created under said trust agreement. On or before the date that the Loan reimbursement is required to be made, the Authority covenants that from amounts deposited into the "Capital Improvement Fund" in excess of the balance required to be maintained therein for other purposes by the trust agreement, it shall cause the trustee under the trust agreement to deposit into the ISTEA Loan Debt Service Account amounts sufficient to pay the Loan reimbursement on such date. The Authority further covenants that from the amounts on deposit in the ISTEA Loan Debt Service Account and to the extent that such payments have not been made from the Construction Fund, it will timely pay to TxDOT the amount of the Loan reimbursement due pursuant to this Section.

The Loan will be on a parity and of equal dignity and lien with the "Loan" defined and described in Section 17 of that certain Construction, Operation, and Maintenance Agreement, dated December 1, 1995, by and between TxDOT and the TTA (the "Two-Party Agreement") (the "ISTEA Loan"). As in the case of the ISTEA Loan and to the extent that such payments have not been made from the Authority's Construction Fund, the Loan reimbursement shall be payable only out of the ISTEA Loan Debt Service Account and no other funds or other assets of the Authority are pledged to the repayment of the Loan and the Authority shall be under no obligation to make any payment from any other source. It is further provided that the amount of the Loan will not be taken into account for purposes of Section 17 of the Two-Party Agreement in determining whether the Authority has the contractual ability to issue "Additional Bonds", as defined in and pursuant to said Section 17.

★ The estimated design and construction costs for the Separate Structures are set forth on Exhibit E attached hereto and made a part hereof. The Authority has utilized and relied upon those estimated costs in forecasting the amount of its reimbursement obligation under the preceding paragraph and in structuring the Financing. If during the construction of the Separate Structures, TxDOT has reason to believe that either the estimated costs on Exhibit E or the milestones and/or completion date indicated on the Schedule attached as Exhibit C may be exceeded, TxDOT shall promptly notify the Authority and, working collaboratively, the parties shall evaluate all feasible alternatives for reducing estimated costs for, and/or accelerating the progress of work on, the Separate Structures. TxDOT and the Authority shall utilize to the maximum practical degree the Technical Work Group process to track both (i) the cost of the Separate Structures to prevent the corresponding design and construction costs from exceeding the estimates on Exhibit E and (ii) the contractor's progress toward completing the Separate Structures to prevent that progress from falling behind the milestones and completion date set forth in the Schedule on Exhibit C. If the construction cost estimates on Exhibit E are exceeded, TxDOT promptly shall consider any request from the Authority for financial or other assistance, as provided in Minute Order 107473. TxDOT shall forward to the Authority its monthly construction reports for the Separate Structures, which the Authority may distribute to its underwriters and other interested parties.

TxDOT may conduct a final audit of design and construction costs resulting from the Separate Structures and of the Authority's reimbursement obligations under this Section 6. If the result of that audit differs from the reimbursement amount previously paid by the Authority, the Authority or TxDOT, as applicable, shall make the appropriate adjusting payment.

7. **Design and Construction of the Remainder of the Western Extension.** Except as provided in Section 6 with respect to the Separate Structures and as hereinafter provided in this Section 7, the Authority shall be responsible for the design and construction of the Western Extension, including all required and remaining utility relocation and/or adjustment. Except as provided in Section 6 and hereinafter provided, the Authority shall have sole authority and responsibility for (a) the design of the Western Extension and all features thereof, (b) the selection of underwriters, investment bankers, financial advisors, legal counsel, consultants, construction

managers, engineers, architects, surveyors, testing engineers and laboratories, inspecting engineers, geotechnical engineers and scientists, suppliers, contractors, subcontractors, vendors, sureties, and other parties retained in connection with the financing, design, construction, maintenance or operation of the Western Extension, (c) the commencement, sequencing and timing of design and construction activities and other work, (d) the acceptance or rejection of work or other deliverables, and (e) the negotiation, bidding, and letting of contracts. Pursuant to Minute Order 107473 and the requirements of Title 43, Texas Administrative Code, Chapter 27, TxDOT shall review and approve the design for the Western Extension in the manner described in the remainder of this Section 7.

The Authority will provide for the preparation of the plans, specifications and estimate for all portions of the Western Extension other than the Separate Structures (the "PS&E") in the following manner. The PS&E shall provide that the Western Extension follows the alignment of the SH161 main lanes and that the schematic design of the Western Extension conforms to the schematic design formulated by TxDOT for SH161, except with respect to modifications necessitated by the conversion of that facility to a tolled facility. The Authority shall revise the SH161 schematic design as indicated in the preceding sentence and submit it to TxDOT for review and approval. TxDOT shall review the revised schematic design and shall respond to the Authority within thirty (30) days following receipt of that design by TxDOT's District Office. Except for the Separate Structures, which will be designed and reviewed in accordance with Section 6 hereof, the schematic design and the PS&E for the Western Extension and all connections and ramps to or from the Western Extension to road facilities maintained by TxDOT shall be developed by the Authority consistent with the latest edition and revisions of the TxDOT's standards, which, specifically, will be the AASHTO standards established in AASHTO's A Policy On Geometric Design of Highways and Streets, AASHTO's Guide for Design of Pavement Structures, AASHTO's Standard Specifications for Highway Bridges, including applicable interim specifications, TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges, and The Texas Manual on Uniform Traffic Control Devices (TMUTCD). Once approved by TxDOT, the Authority shall provide TxDOT with written notice of any subsequent modification of the revised schematic design resulting from a field change or otherwise. Any changes that result in the schematic design no longer complying with the standards and criteria set forth above shall require TxDOT's prior approval. Additionally, TxDOT shall review and approve, as part of its review of the revised schematic design, the location of all entrances and exits of the Western Extension to or from road facilities maintained by TxDOT. The Authority shall provide TxDOT with written notice of any subsequent modification to said locations, and TxDOT shall respond to the Authority within thirty (30) days following receipt by TxDOT's District Office of schematic designs therefor if, in its reasonable judgment, any proposed location is detrimental to the safe and efficient operation of any road facility.

Promptly following the complete execution of this Agreement, TxDOT and the Authority shall form the Western Extension Technical Work Group (the "Technical Work Group"). The Technical Work Group shall be composed of representatives from TxDOT, the Authority, and the FHWA, together with such other members representing affected municipalities or other governmental or quasi-governmental bodies as TxDOT or the Authority designates. It is understood

and agreed that any other members designated by TxDOT or the Authority shall be selected for the purpose of providing technical and other assistance to the Technical Work Group, and shall not have the authority to make or implement final actions or decisions binding on the Technical Work Group, TxDOT, or the Authority. The Authority will chair and host regularly scheduled meetings which are intended to (A) encourage open and continuous dialogue between the various participants, (B) facilitate and expedite TxDOT's review of the revised schematic design for the Western Extension, including all connections and ramps, and any subsequent changes thereto, and of the Separate Structures PS&E, (C) facilitate the Authority's preparation of the Separate Structures PS&E and the monitoring of both the projected milestones and completion date for same and the Authority's estimated reimbursement therefor, and (D) assist the Authority in satisfying its obligations under Section 9 hereof. The goal of the Technical Work Group is to provide a streamlined review and information disseminating process that is both accelerated and fully responsive to appropriate design changes submitted by TxDOT. To that end, the Authority and TxDOT agree to distribute in advance the materials to be discussed and reviewed by the Technical Work Group at any meeting. Once approved by the Technical Work Group, the Separate Structures PS&E shall be deemed complete and ready for submission. The representatives designated by TxDOT and the Authority to the Technical Work Group shall be responsible for conveying project information to their respective organizations and securing all necessary authorizations as promptly as possible.

8. **Responsibility for Design.** Except as otherwise provided in the following sentence, the Authority acknowledges and fully accepts its responsibility for the design, construction, maintenance, regulation, signage, illumination and overall operation of the Western Extension, and hereby contracts to release TxDOT from responsibility therefor in any litigation. Nothing, however, contained in this Agreement or elsewhere shall impose any liability on the Authority for or with respect to the Retained Property or, without limiting the foregoing, for the construction of the Separate Structures. Neither TxDOT nor the Authority waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to third parties. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against either TxDOT or the Authority, nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to TxDOT or the Authority.

9. **Environmental Studies.** The Authority has produced and submitted to TxDOT a reevaluation of the existing Final Environmental Impact Statement (the "FEIS") and of the existing Draft Environmental Impact Statement ("DEIS") for SH161, addressing all changes and updates regarding the Records of Decision issued by the FHWA in 1971 with respect to the FEIS and in 1990 with respect to the DEIS. Additionally, the Authority will be responsible for providing for requisite public involvement, if any, regarding the reevaluation of the FEIS and the DEIS. Without limiting the foregoing, the Authority agrees in accordance with Minute Order 107473 that construction of the Western Extension will not be initiated until the Authority has completed environmental studies consistent with the spirit and intent of the National Environmental Policy Act, Title 42, United States Code, §§ 4321, et seq, and Title 23, United States Code, § 109(h), and has provided for public

involvement and met all other requirements of Title 43, Texas Administrative Code, §§ 2.40-2.51 (relating to Environmental Review and Public Involvement for Transportation Projects).

10. Bidding Procedures; Insurance. The Authority shall use its established bidding and procurement procedures with respect to all aspects of the Western Extension which it is obligated to design and construct pursuant to this Agreement. It is possible that the Authority's or TxDOT's construction activities may encroach periodically on property held or utilized by the other. The Authority and TxDOT shall address in a reasonable and cooperative manner any such encroachment and any consequences thereof. Additionally, either TxDOT or the Authority shall be entitled, after providing reasonable notice prior to bidding, to require that any construction contract of the other party obligate the applicable contractor to list both the Authority and TxDOT as "additional insureds" with respect to any insurance for which the contractor must obtain an "additional insured" rider or amendment.

11. Compliance With Applicable Laws. The Authority and TxDOT shall comply with all laws applicable to them with respect to this Agreement.

12. Operation, Maintenance and Regulation of the Western Extension. Upon completion, the Western Extension shall be operated, maintained, policed, and regulated by the Authority in compliance with the Regional Tollway Authority Act and relevant provisions of any trust agreement(s) or similar documentation evidencing or securing the Financing, as hereinafter defined, and as an extension and enlargement of the DNT System. As required in Minute Order 107473, the Authority acknowledges and agrees that if the Authority, its successor or assign, subsequently elects to return the completed facility pursuant to Transportation Code §366.172, or otherwise, the Commission will not accept the facility back into the state highway system unless it is found to be in an acceptable state of repair and maintenance, meets all current design standards used by TxDOT, and satisfies all other conditions and requirements set forth in said Section 366.172, any successor statutory provision(s) thereto or any Order adopted by the Commission pursuant to said Section 366.172.

13. Maintenance of Records. All records and documents prepared by the Authority under this Agreement or otherwise relating to the design, construction, operation or maintenance of the IH635 Interchange or other features of the Separate Structures, including all project records, must be made available to authorized representatives of TxDOT and/or the FHWA during normal work hours for inspection and copying. All such records and documents relating to the design and construction of the Separate Structures, which is the only federally funded portion of the Western Extension, must be maintained by the Authority for three (3) years after its final reimbursement to TxDOT of the design and construction costs specified in Section 6; provided, however, the Authority shall comply with all applicable laws pertaining to the retention of records and access thereto with respect to the Separate Structures.

14. **Reports and Plans to TxDOT.** In addition to the regular exchange of information effected by the implementation of the Technical Work Group described in Section 7 of this Agreement, the Authority shall deliver to TxDOT all biannual progress reports for the Western Extension prepared by the Authority's consulting engineers. At the earliest possible date following completion of construction of any segment of the Western Extension, the Authority will deliver to TxDOT a final set of plans and specifications for said segment of the Western Extension, which shall clearly identify the limits and items to be maintained by the Authority and by TxDOT, as applicable, pursuant to the terms and conditions of this Agreement and the Regional Tollway Authority Act. The Authority and TxDOT shall negotiate and execute agreements with the applicable municipalities and counties delineating, in a manner consistent with the final set of plans and specifications, their respective maintenance, operation, regulation and policing obligations regarding the service roads and interchanges.

15. **The Financing.** The Authority intends to finance, in part, the design and construction of the Western Extension with proceeds from the issuance and sale of one or more series of revenue bonds, which bonds also may include amounts for refunding all or certain Dallas North Tollway revenue bonds previously issued by the Authority (collectively, the "Financing"). All of the Authority's obligations regarding the design and construction of the Western Extension are contingent and conditioned upon the successful issuance and sale of said revenue bonds and the Authority's receipt of the proceeds from the Financing. TxDOT shall have no rights or obligations regarding the provision of the Financing, provided, however, that if reasonably requested by the Authority, TxDOT shall promptly cooperate with and fully assist the Authority by providing assurances or other information necessary or desirable for obtaining the Financing, including assurances and information contained in the Official Statement issued for the Financing, provided that said assurances and/or information are, in TxDOT's reasonable judgment, consistent with the provisions of this Agreement.

16. **Termination of this Agreement.** This Agreement may be terminated upon the occurrence of either of the following conditions:

- (a) By written mutual agreement and consent of the parties hereto; or
- (b) By satisfactory completion of all responsibilities and obligations described herein.

Additionally, if the Authority and TxDOT determine that, because of delays in obtaining environmental clearances or for any other reason, TxDOT should commence construction of the Separate Structures *except for* the main lanes of the Western Extension, the parties shall negotiate and execute the necessary and appropriate amendment(s) to this Agreement.

17. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors.

18. **Circulation of the Agreement.** Copies of this Agreement will be provided to, reviewed and relied upon by underwriters, investment bankers, brokerage firms and similar parties in connection with the provision of the Financing.

19. **Reimbursement.** The Commission by Minute Order 107473 has found that the transfer of SH161 to the Authority pursuant to this Agreement will result in substantial net benefits to the State, TxDOT, and the traveling public that exceed the cost to TxDOT and other parties of SH161, said cost to include the cost and/or dollar value of the various interests, property and rights conveyed, assigned and/or transferred under this Agreement. Consequently, no reimbursement or compensation shall be required of the Authority in connection with said transfer or this Agreement. The foregoing shall not limit or be applicable to the Authority's reimbursement obligation set forth in Section 6 hereof with respect to the Separate Structures

20. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

21. **Written Amendments.** Any changes in the character, 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 Authority and TxDOT.

22. **Notices.** All notices to either party by the other required under this Agreement shall be delivered personally, sent by facsimile transmission, or sent by Certified or Registered U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

North Texas Tollway Authority
3015 Raleigh Street
P. O. Box 190369
Dallas, Texas 75219
Attention: Executive Director

Texas Department of Transportation
Dallas District Office
4777 East Highway 80
Mesquite, Texas 75150
Attention: District Engineer

All personally delivered notices shall be deemed given on the date so delivered. Notice by facsimile shall be deemed given on the date indicated by written confirmation of transmission to, in the case of the Authority, (214) 528-4826 or, in the case of TxDOT, (214) 320-6117. All mailed notices shall

be deemed given three (3) days after being deposited in the mail. Either party hereto may change the above address or facsimile number by sending written notice of such change to the other in the manner provided for above.

23. Limitations. All covenants and obligations of TxDOT and the Authority under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of TxDOT or the Authority shall have any personal obligations or liability hereunder.

24. Sole Benefit. This Agreement is entered into for the sole benefit of TxDOT and the Authority and their respective successors and permitted assigns. 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.

25. Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent between TxDOT and the Authority.

26. 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.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, TxDOT and the Authority have executed this Agreement by six (6) multiple counterparts on the dates shown hereinbelow, effective on the date listed above.

**NORTH TEXAS TOLLWAY
AUTHORITY**

By: _____

Jerry N. Hiebert
Jerry N. Hiebert,
Executive Director

Date: _____

9/18/98

ATTEST:

Jimmie G. Newton
Jimmie G. Newton,
Secretary

**TEXAS DEPARTMENT OF
TRANSPORTATION**

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission by Commission Minute Orders 107473 and 107567.

By: _____

Charles W. Heald
Charles W. Heald, P.E.,
Executive Director

Date: _____

9-24-98

APPROVED AS TO FORM:

LOCKE PURNELL RAIN HARRELL
(A Professional Corporation)
General Counsel

By: _____

Frank E. Stevenson, II
Frank E. Stevenson, II

[G:\REV67318\55150\DOCS\161FINL.DOC]

Schedule 1
Resolutions From Governmental Jurisdictions

CITY OF IRVING

COUNCIL RESOLUTION NO. 12-11-97-726

WHEREAS, traffic mobility has a dramatic effect on the economic development, quality of life, and clean air for all residents in the North Central Texas Region; and

WHEREAS, the City of Irving supports the development of transportation facilities which improve the mobility of the North Central Texas Region and the State of Texas; and

WHEREAS, State Highway 161 within the City of Irving is a very vital part of the Texas Transportation System and is crucial to economic development; and

WHEREAS, Interstate Highway 635 and State Highway 183 are major regional freeway facilities, and State Highway 161 within the City of Irving will provide a vital transportation link between the two (2) freeways; and

WHEREAS, 90-acres of land valued at \$40,000,000 within the City of Irving was donated to the Texas Department of Transportation for State Highway 161, the City of Irving provided cash in the amount of \$2,600,000 to the Texas Department of Transportation for State Highway 161; and

WHEREAS, State Highway 161 within the City of Irving is an essential element of Mobility 2020: The Regional Transportation Plan for North Central Texas, and will relieve congestion on portions of Interstate Highway 35E, State Highway 183, State Highway 114, State Highway Loop 12 and Interstate Highway 635, as well as provide improved access to the Dallas/Fort Worth International Airport; and

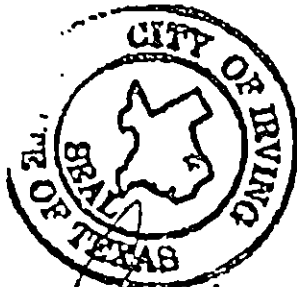
WHEREAS, the North Texas Tollway Authority is a regional turnpike authority and a political subdivision of the State of Texas that has authority for the construction, operation and maintenance of turnpikes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:


SECTION I. THAT the City of Irving commends the North Texas Tollway Authority and the Texas Department of Transportation for their forward thinking and for their efforts in working together to provide a transportation system that helps meet the needs of our region.

- SECTION II. THAT the City of Irving supports the building of State Highway 161 within Irving as a turnpike and urges the North Texas Tollway Authority and the Texas Department of Transportation to proceed with Plan preparation.
- SECTION III. THAT the City of Irving has requested and the North Texas Tollway Authority has agreed to provide supplemental ramp connections as reflected on Exhibit A and Exhibit B attached hereto if feasible within accepted engineering design criteria.
- SECTION IV. THAT the City of Irving requests that the North Texas Tollway Authority provide amenities for the State Highway 161 Tollroad project similar to that provided on the State Highway 190 section of the President George Bush Turnpike.
- SECTION V. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, this 11th day of December, A.D., 1997.




ATTEST:


Janice Carroll, CMC
City Secretary

APPROVED AS TO FORM:


Don S. Rorschach
City Attorney


MORRIS H. PARRISH
MAYOR

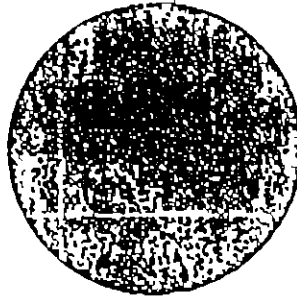
Resolution

ORDER NO. 98 041

DATE: January 13, 1998

STATE OF TEXAS)(

COUNTY OF DALLAS)(



BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 13th day of January, 1998 on motion made by Lee P. Jackson, County Judge and seconded by Mike Cantrell, Com. Dist. #2, the following Resolution was adopted:

WHEREAS, State Highway 161 within Dallas County is an important part of the regional transportation system and is crucial to economic development; and

WHEREAS, Interstate Highway 635 and State Highway 183 are major regional freeway facilities, and State Highway 161 within Dallas County will provide a vital transportation link between the two freeways; and

WHEREAS, 90 acres of land valued at \$40,000,000 within the City of Irving has been donated to the Texas Department of Transportation for State Highway 161 and the City of Irving provided cash in the amount of \$2,600,000 to the Texas Department of Transportation for State Highway 161; and

WHEREAS, State Highway 161 within Dallas County is an essential element of Mobility 2020, the Regional Transportation Plan for North Central Texas, and will relieve congestion on portions of Interstate Highway 35E, State Highway 183, State Highway 114, State Highway Loop 12 and Interstate Highway 635, as well as provide improved access to the Dallas/Fort Worth International Airport; and

WHEREAS, the North Texas Tollway Authority is a regional turnpike authority and a political subdivision of the State of Texas that has authority for the construction, operation and maintenance of turnpikes;

NOW THEREFORE BE IT RESOLVED by the Commissioners Court of Dallas County that:

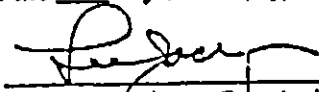
SECTION I. The County of Dallas commends the North Texas Tollway Authority and the Texas Department of Transportation for their forward thinking and for their efforts in working together to provide a transportation system that helps meet the needs of our region.

SECTION II. The County of Dallas supports the building of State Highway 161 within Irving as a turnpike and urges the North Texas Tollway Authority to proceed with project development and asks the Texas Department of Transportation to consider appropriate financial participation to accelerate the project schedule.

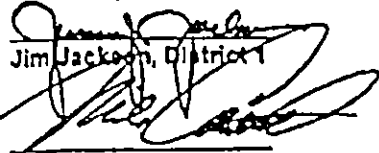
SECTION III. Dallas County supports the rapid development of the proposed SH161 tollway in Irving based as much as possible on the prior design developed by the Texas Department of Transportation and the Texas Turnpike Authority and recognizes that some changes in ramp configurations have been requested by the City of Irving which should be considered to the extent possible given financial restraints and accepted engineering design criteria.

SECTION IV. Dallas County requests that the North Texas Tollway Authority provide amenities for the State Highway 161 Tollway project similar to those provided on the State Highway 190 section of the President George Bush Turnpike.

DONE IN OPEN COURT this the 13th day of January, 1998.



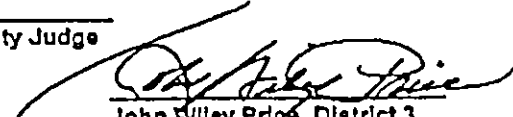
Lee F. Jackson, County Judge



Jim Jackson, District 1



Mike Cantrell, District 2



John Wiley Price, District 3



Kenneth A. Mayfield, District 4

Schedule 2
Specific "Delivered Materials"

The following list of project data created and/or assembled by TxDOT is requested for use by the Authority and its consultants for the development of the Western Extension. TxDOT is not required to produce information that is not reasonably available or is not pertinent to the SH161/IH635 project.

Electronic Data

- Microstation reference graphics files
- Microstation TxDOT cell libraries used in the development of the SH161 design
- Word Perfect (V5.1/5.2/6.0), or other available format(s), files of General Notes, Special Provisions and Special Specifications
- Standard Drawings District and/or Statewide
- Geopak Design Database (English Units)
- Microstation "Seed" files

Hardcopy Data

- Design notes and calculations for roadway hydrologic, storm sewers, culverts, drainage, structural and utility adjustments
- Correspondence and contracts with municipalities, utility operators, property owners, and other concerning environmental, design, review and construction
- Right-of-way maps, plats, legal descriptions, conveyance documents, and title policies
- Geotechnical investigations, analysis and recommendations
- As-built plans for the completed portions of SH161
- As-built plans for IH635 from MacArthur Boulevard to Luna Rd.
- Listing of existing guide signs for SH161 and IH635 from Freeport Parkway to IH35E

Exhibit A

DESCRIPTION OF THE PROPERTY INTERESTS

North Texas Turnpike Authority Parcel NTTA 1

COMMENCING at a point northwest of S.H. 161 centerline station 894+31.68, said point being the POINT OF BEGINNING;

THENCE North 31 degrees 50 minutes 45 seconds East, a distance of 338.74 feet at 247.00 feet northwest of centerline station 897+70;

THENCE North 34 degrees 43 minutes 20 seconds East, a distance of 1266.33 feet to the point of curvature of a tangent curve, at a distance of 247.00 feet northwest of centerline station 910+36.33, convex to the right, having a radius of 5681.58 feet and a central angle of 05 degrees 16 minutes 11 seconds, and a chord of 522.37 feet bearing North 37 degrees 21 minutes 26 seconds East;

THENCE northeasterly along said curve, a distance of 522.56 feet at 222.99 feet northwest of centerline station 915+58.15;

THENCE North 39 degrees 59 minutes 31 seconds East, a distance of 507.03 feet to the point of curvature of a tangent curve, at a distance of 176.42 feet northwest of centerline station 920+63.04, convex to the left, having a radius of 5777.58 feet and a central angle of 05 degrees 16 minutes 11 seconds, and a chord of 531.20 feet bearing North 37 degrees 21 minutes 26 seconds East;

THENCE northeasterly along said curve, a distance of 531.39 feet at 152.00 feet northwest of centerline station 925+93.67;

THENCE North 34 degrees 43 minutes 20 seconds East, a distance of 692.81 feet to the point of curvature of a tangent curve, at a distance of 152.00 feet northwest of centerline station 932+86.48, convex to the right, having a radius of 5681.58 feet and a central angle of 08 degrees 35 minutes 56 seconds, and a chord of 851.89 feet bearing North 39 degrees 01 minutes 19 seconds East;

THENCE northeasterly along said curve, a distance of 852.69 feet at 148.79 feet northwest of centerline station 941+17.49;

THENCE North 47 degrees 12 minutes 36 seconds East, a distance of 198.39 feet to the point of curvature of a tangent curve, at a distance of 137.43 feet northwest of centerline station 943+10.73, convex to the right, having a radius of 5669.58 feet and a central angle of 01 degrees 38 minutes 13 seconds, and a chord of 161.97 feet bearing North 46 degrees 08 minutes 22 seconds East;

THENCE northeasterly along said curve, a distance of 161.97 feet at 136.14 feet northwest of centerline station 944+68.93;

THENCE North 42 degrees 25 minutes 59 seconds East, a distance of 126.77 feet at 146.44 feet northwest of centerline station 948+92.23;

THENCE North 46 degrees 57 minutes 27 seconds East, a distance of 227.21 feet to the point of curvature of a tangent curve, at a distance of 153.80 feet northwest of centerline station 948+13.54, to the left, having a radius of 3867.72 feet and a central angle of 07 degrees 39 minutes 23 seconds, and a chord of 516.46 feet bearing North 43 degrees 07 minutes 45 seconds East;

THENCE westerly along said curve, a distance of 516.84 feet at 233.03 feet northwest of centerline station 953+15.17;

THENCE North 39 degrees 18 minutes 05 seconds East, a distance of 139.84 feet to the point of curvature of a tangent curve, at a distance of 265.60 feet northwest of centerline station 954+51.17, convex to the right, having a radius of 2816.79 feet and a central angle of 15 degrees 02 minutes 39 seconds, and a chord of 737.48 feet bearing North 46 degrees 49 minutes 24 seconds East;

THENCE northeasterly along said curve, a distance of 739.61 feet, to the point of curvature of a tangent curve, at 342.02 feet northwest of centerline station 961+84.68, convex to the right, having a radius of 1384.39 feet and a central angle of 17 degrees 12 minutes 00 seconds, and a chord of 414.03 feet bearing North 62 degrees 56 minutes 44 seconds East;

THENCE northeasterly along said curve, a distance of 415.59 feet at 268.88 feet northwest of centerline station 965+92.20;

THENCE North 71 degrees 32 minutes 44 seconds East, a distance of 143.77 feet to the point of curvature of a tangent curve, at a distance of 222.61 feet northwest of centerline station 967+28.32, convex to the left, having a radius of 1480.39 feet and a central angle of 18 degrees 46 minutes 06 seconds, and a chord of 482.77 feet bearing North 62 degrees 09 minutes 41 seconds East;

THENCE northwesterly along said curve, a distance of 484.93 feet at 143.84 feet northwest of centerline station 972+04.62;

THENCE North 52 degrees 46 minutes 38 seconds East, a distance of 50.88 feet to the point of curvature of a tangent curve, at a distance of 143.84 feet northwest of centerline station 972+55.51, convex to the right, having a radius of 70.00 feet and a central angle of 69 degrees 59 minutes 14 seconds, and a chord of 80.29 feet bearing North 87 degrees 46 minutes 15 seconds East;

THENCE northeasterly along said curve, a distance of 85.51 feet at 97.79 feet northwest of centerline station 973+21.27;

THENCE South 57 degrees 14 minutes 19seconds East, a distance of 183.58 feet to the point of curvature of a tangent curve, at a distance of 74.71 feet southeast of centerline station 973+84.09, convex to the right, having a radius of 30.00 feet and a central angle of 109 degrees 29 minutes 33 seconds, and a chord of 49.00 feet bearing South 02 degrees 29 minutes 33 seconds East;

THENCE northeasterly along said curve, a distance of 57.33 feet, to the point of curvature of a tangent curve, at 114.98 feet southeast of centerline station 973+56.18, convex to the left, having a radius of 1492.39 feet and a central angle of 11 degrees 50 minutes 14 seconds, and a chord of 307.78 feet bearing South 46 degrees 19 minutes 44 seconds West;

THENCE southwesterly along said curve, a distance of 308.33 feet at 149.51 feet southeast of centerline station 970+50.34;

THENCE South 32 degrees 45 minutes 51 seconds West, a distance of 137.29 feet at 196.48 feet southeast of centerline station 969+21.34;

THENCE South 35 degrees 08 minutes 12 seconds West, a distance of 174.68 feet to the point of curvature of a tangent curve, at a distance of 249.40 feet southeast of centerline station 967+54.87, convex to the right, having a radius of 1861.86 feet and a central angle of 33 degrees 12 minutes 39 seconds, and a chord of 1064.16 feet bearing South 51 degrees 44 minutes 32 seconds West;

THENCE southwesterly along said curve, a distance of 1079.21 feet at 268.51 feet southeast of centerline station 956+90.88;

THENCE South 68 degrees 20 minutes 52 seconds West, a distance of 292.78 feet to the point of curvature of a tangent curve, at a distance of 189.89 feet x of centerline station 954+08.85, convex to the left, having a radius of 1575.89 feet and a central angle of 18 degrees 38 minutes 15 seconds, and a chord of 510.36 feet bearing South 59 degrees 01 minutes 44 seconds West;

THENCE southwesterly along said curve, a distance of 512.61 feet, to the point of curvature of a tangent curve, at 130.79 feet southeast of centerline station 948+96.89, convex to the left, having a radius of 5777.58 feet and a central angle of 06 degrees 28 minutes 00 seconds, and a chord of 651.74 feet bearing South 46 degrees 28 minutes 37 seconds West;

THENCE southwesterly along said curve, a distance of 652.09 feet at 141.48 feet southeast of centerline station 942+29.00;

THENCE South 52 degrees 31 minutes 55 seconds West, a distance of 71.67 feet to the point of curvature of a tangent curve, at a distance of 130.50 feet southeast of centerline station 941+56.45, convex to the left, having a radius of 5789.58 feet and a central angle of 01 degrees 48 minutes 00 seconds, and a chord of 181.88 feet bearing South 41 degrees 38 minutes 37 seconds West;

THENCE southwesterly along said curve, a distance of 181.88 feet at 132.96 feet southeast of centerline station 939+70.30;

THENCE South 34 degrees 29 minutes 10 seconds West, a distance of 121.72 feet to the point of curvature of a tangent curve, at a distance of 146.49 feet southeast of centerline station 938+46.31, convex to the left, having a radius of 5777.58 feet and a central angle of 04 degrees 49 minutes 16 seconds, and a chord of 486.02 feet bearing South 37 degrees 07 minutes 58 seconds West;

THENCE southwesterly along said curve, a distance of 486.16 feet at 151.76 feet southeast of centerline station 933+47.18;

THENCE South 34 degrees 43 minutes 20 seconds West, a distance of 845.47 feet to the point of curvature of a tangent curve, at a distance of 152.00 feet southeast of centerline station 925+00.29, convex to the left, having a radius of 5777.58 feet and a central angle of 04 degrees 00 minutes 15 seconds, and a chord of 403.69 feet bearing South 32 degrees 43 minutes 13 seconds West;

THENCE southwesterly along said curve, a distance of 403.77 feet at 166.10 feet southeast of centerline station 920+96.84;

THENCE South 30 degrees 43 minutes 05 seconds West, a distance of 601.86 feet to the point of curvature of a tangent curve, at a distance of 946.13 feet southeast of centerline station 914+96.45, convex to the right, having a radius of 5681.58 feet and a central angle of 04 degrees 00 minutes 15 seconds, and a chord of 396.99 feet bearing South 32 degrees 43 minutes 13 seconds West;

THENCE southwesterly along said curve, a distance of 397.07 feet at 222.00 feet southeast of centerline station 910+99.71;

THENCE South 34 degrees 43 minutes 20 seconds West, a distance of 2345.46 feet at 222.00 feet southeast of centerline station 887+54.25;

THENCE South 69 degrees 42 minutes 37 seconds West, a distance of 47.50 feet at 176.00 feet southeast of centerline station 887+42.42;

THENCE South 00 degrees 51 minutes 35 seconds East, a distance of 728.64 feet at 230.00 feet southeast of centerline station 893+47.46;

THENCE South 34 degrees 43 minutes 20 seconds East, a distance of 84.22 feet to the POINT OF BEGINNING; said described tract containing 77.9174 acres (3,394,081 square feet), more or less.

North Texas Turnpike Authority Parcel NTTA and TxDOT Common 1

COMMENCING at a point 114.98 feet southeast of S.H. 161 centerline station 973+56.18, said point being the POINT OF BEGINNING;

THENCE North 02 degrees 29 minutes 33 seconds West, a distance of 49.00 feet at 74.71 feet southeast of centerline station 973+84.09;

THENCE North 57 degrees 14 minutes 19 seconds West, a distance of 183.58 feet at 97.79 feet northwest of centerline station 973+21.27;

THENCE South 87 degrees 46 minutes 15 seconds West, a distance of 80.29 feet at 143.84 feet northwest of centerline station 972+55.51;

THENCE North 52 degrees 46 minutes 38 seconds East, a distance of 763.45 feet at 143.76 feet northwest of centerline station 980+18.95;

THENCE North 61 degrees 26 minutes 11 seconds East, a distance of 75.00 feet at 132.46 feet northwest of centerline station 980+93.09;

THENCE North 51 degrees 23 minutes 00 seconds East, a distance of 40.46 feet at 133.44 feet northwest of centerline station 981+33.54;

THENCE South 03 degrees 04 minutes 27 seconds East, a distance of 48.64 feet at 93.19 feet northwest of centerline station 981+06.23;

THENCE South 57 degrees 14 minutes 19 seconds East, a distance of 185.70 feet at 81.30 feet southeast of centerline station 981+69.78;

THENCE North 87 degrees 46 minutes 56 seconds East, a distance of 80.27 feet at 127.47 feet southeast of centerline station 982+34.95;

THENCE South 52 degrees 48 minutes 01 seconds West, a distance of 804.70 feet at 126.94 feet southeast of centerline station 974+30.82;

THENCE South 61 degrees 52 minutes 50 seconds West, a distance of 75.60 feet to the POINT OF BEGINNING; said described tract containing 4.9552 acres (215,850 square feet), more or less.

North Texas Turnpike Authority Parcel NTTA 2

COMMENCING at a point 133.44 feet northwest of S.H. 161 centerline station 981+33.54, said point being the POINT OF BEGINNING;

THENCE North 50 degrees 51 minutes 19 seconds East, a distance of 110.43 feet at 136.97 feet northwest of centerline station 982+44.63;

THENCE North 46 degrees 15 minutes 45 seconds East, a distance of 150.48 feet at 152.25 feet northwest of centerline station 983+96.25;

THENCE North 50 degrees 50 minutes 11 seconds East, a distance of 957.27 feet to the point of curvature of a tangent curve, at a distance of 163.76 feet northwest of centerline station 993+53.95, convex to the right, having a radius of 5681.58 feet and a central angle of 02 degrees 50 minutes 45 seconds, and a chord of 282.18 feet bearing North 52 degrees 15 minutes 34 seconds East;

THENCE northeasterly along said curve, a distance of 282.21 feet at 160.13 feet northwest of centerline station 996+36.11;

THENCE North 53 degrees 40 minutes 56 seconds East, a distance of 785.17 feet to the point of curvature of a tangent curve, at a distance of 130.53 feet northwest of centerline station 1004+20.72, concave to the left, having a radius of 11,507.16 feet and a central angle of 00 degrees 55 minutes 13 seconds, and a chord of 184.84 feet bearing North 53 degrees 13 minutes 20 seconds East;

THENCE northeasterly along said curve, a distance of 184.84 feet at 125.05 feet northwest of centerline station 1006+05.48;

THENCE North 52 degrees 45 minutes 43 seconds East, a distance of 897.02 feet to the point of curvature of a tangent curve, at a distance of 105.64 feet northwest of centerline station 1015+02.29, concave to the left, having a radius of 3,867.72 feet and a central angle of 03 degrees 23 minutes 37 seconds, and a chord of 229.06 feet bearing North 51 degrees 03 minutes 54 seconds East;

THENCE northeasterly along said curve, a distance of 229.09 feet at 107.46 feet northwest of centerline station 1017+31.34;

THENCE North 49 degrees 22 minutes 06 seconds East, a distance of 474.86 feet to the point of curvature of a tangent curve, at a distance of 125.31 feet northwest of centerline station 1022+05.86, convex to the right, having a radius of 5,681.58 feet and a central angle of 01 degrees 54 minutes 18 seconds, and a chord of 188.89 feet bearing North 50 degrees 19 minutes 14 seconds East;

THENCE northeasterly along said curve, a distance of 188.89 feet at 129.27 feet northwest of centerline station 1023+94.71;

THENCE North 51 degrees 16 minutes 23 seconds East, a distance of 550.28 feet at 131.66 feet northwest of centerline station 1029+44.98;

THENCE North 53 degrees 33 minutes 49 seconds East, a distance of 250.20 feet at 122.75 feet northwest of centerline station 1031+95.02;

THENCE North 51 degrees 16 minutes 23 seconds East, a distance of 200.00 feet at 123.62 feet northwest of centerline station 1033+95.02;

THENCE North 46 degrees 30 minutes 34 seconds East, a distance of 120.42 feet at 134.14 feet northwest of centerline station 1035+14.98;

THENCE North 51 degrees 16 minutes 23 seconds East, a distance of 1,094.53 feet to the point of curvature of a tangent curve, at a distance of 142.45 feet northwest of centerline station 1046+06.00, convex to the right, having a radius of 7,591.44 feet and a central angle of 13 degrees 02 minutes 41 seconds, and a chord of 1,724.65 feet bearing North 57 degrees 47 minutes 44 seconds East;

THENCE northeasterly along said curve, a distance of 1,728.38 feet at 175.22 feet northwest of centerline station 1062+96.17;

THENCE North 64 degrees 19 minutes 04 seconds East, a distance of 732.00 feet to the point of curvature of a tangent curve, at a distance of 250.57 feet northwest of centerline station 1069+98.76, convex to the right, having a radius of 904.93 feet and a central angle of 30 degrees 04 minutes 04 seconds, and a chord of 469.46 feet bearing North 79 degrees 19 minutes 03 seconds East;

THENCE northeasterly along said curve, a distance of 474.89 feet at 223.01 feet northwest of centerline station 1074+49.00;

THENCE South 85 degrees 40 minutes 56 seconds East, a distance of 231.47 feet at 162.92 feet northwest of centerline station 1076+65.30;

THENCE South 53 degrees 48 minutes 27 seconds East, a distance of 120.00 feet at 77.43 feet northwest of centerline station 1077+47.79;

THENCE South 01 degrees 07 minutes 50 seconds West, a distance of 302.56 feet at 220.33 feet southeast of centerline station 1076+93.36;

THENCE South 52 degrees 33 minutes 31 seconds West, a distance of 120.00 feet at 275.77 feet southeast of centerline station 1075+82.16;

THENCE South 77 degrees 36 minutes 42 seconds West, a distance of 65.50 feet at 277.57 feet southeast of centerline station 1075+13.38;

THENCE South 73 degrees 47 minutes 52 seconds West, a distance of 150.33 feet to the point of curvature of a tangent curve, at a distance of 288.72 feet southeast of centerline station 1073+55.69, concave to the left, having a radius of 3,867.72 feet and a central angle of 10 degrees 37 minutes 51 seconds, and a chord of 716.60 feet bearing South 77 degrees 36 minutes 42 seconds West;

THENCE southwesterly along said curve, a distance of 717.63 feet at 237.67 feet southeast of centerline station 1066+06.11;

THENCE South 64 degrees 11 minutes 36 seconds West, a distance of 1,795.08 feet at 131.80 feet southeast of centerline station 1047+53.81;

THENCE South 50 degrees 46 minutes 30 seconds West, a distance of 1,854.16 feet to the point of curvature of a tangent curve, at a distance of 163.99 feet southeast of centerline station 1028+94.75, convex to the right, having a radius of 5,681.58 feet and a central angle of 00 degrees 54 minutes 05 seconds, and a chord of 89.37 feet bearing South 51 degrees 13 minutes 33 seconds West;

THENCE southwesterly along said curve, a distance of 89.38 feet at 164.46 feet southeast of centerline station 1028+05.38;

THENCE South 65 degrees 32 minutes 44 seconds West, a distance of 50.96 feet to the point of curvature of a tangent curve, at a distance of 152.11 feet southeast of centerline station 1027+55.94, convex to the right, having a radius of 5,729.58 feet and a central angle of 00 degrees 55 minutes 37 seconds, and a chord of 92.70 feet bearing South 52 degrees 38 minutes 41 seconds West;

THENCE southwesterly along said curve, a distance of 92.70 feet at 150.29 feet southeast of centerline station 1026+63.26;

THENCE South 49 degrees 13 minutes 11 seconds West, a distance of 176.73 feet at 157.39 feet southeast of centerline station 1024+86.67;

THENCE South 53 degrees 06 minutes 47 seconds West, a distance of 1,376.49 feet to the point of curvature of a tangent curve, at a distance of 119.17 feet southeast of centerline station 1011+10.71, concave to the left, having a radius of 5,777.58 feet and a central angle of 02 degrees 35 minutes 08 seconds, and a chord of 260.69 feet bearing South 51 degrees 49 minutes 13 seconds West;

THENCE southwesterly along said curve, a distance of 260.71 feet at 117.81 feet southeast of centerline station 1008+50.02;

THENCE South 50 degrees 31 minutes 40 seconds West, a distance of 1,434.52 feet to the point of curvature of a tangent curve, at a distance of 142.70 feet southeast of centerline station 994+15.72, convex to the right, having a radius of 5,681.58 feet and a central angle of 04 degrees 24 minutes 03 seconds, and a chord of 436.28 feet bearing South 52 degrees 43 minutes 41 seconds West;

THENCE southwesterly along said curve, a distance of 436.38 feet at 133.52 feet southeast of centerline station 989+79.54;

THENCE South 54 degrees 55 minutes 42 seconds West, a distance of 229.08 feet to the point of curvature of a tangent curve, at a distance of 119.91 feet southeast of centerline station 987+50.86, concave to the left, having a radius of 1,957.86 feet and a central angle of 05 degrees 55 minutes 57 seconds, and a chord of 202.63 feet bearing South 51 degrees 57 minutes 44 seconds West;

THENCE southwesterly along said curve, a distance of 202.72 feet at 118.35 feet southeast of centerline station 985+48.24;

THENCE South 48 degrees 59 minutes 45 seconds West, a distance of 123.54 feet to the point of curvature of a tangent curve, at a distance of 123.80 feet southeast of centerline station 984+24.91, convex to the right, having a radius of 2,816.79 feet and a central angle of 03 degrees 48 minutes 16 seconds, and a chord of 187.00 feet bearing South 50 degrees 53 minutes 53 seconds West;

THENCE southwesterly along said curve, a distance of 187.03 feet at 127.49 feet southeast of centerline station 982+39.97;

THENCE South 52 degrees 48 minutes 01 seconds West, a distance of 5.08 feet at 127.47 feet southeast of centerline station 982+34.95;

THENCE South 87 degrees 46 minutes 56 seconds West, a distance of 80.27 feet at 81.30 feet southeast of centerline station 981+69.78;

THENCE North 57 degrees 14 minutes 19 seconds West, a distance of 185.70 feet at 93.19 feet northwest of centerline station 981+06.23;

THENCE North 03 degrees 04 minutes 27 seconds West, a distance of 48.64 feet to the POINT OF BEGINNING; said described tract containing 70.4801 acres (3,070,115 square feet), more or less.

Exhibit A

DESCRIPTION OF THE PROPERTY INTERESTS

[Oversized and colored depictions of the property
described in the preceding metes and bounds descriptions
have been removed prior to copying.]

Exhibit B

**DEPICTION OF PORTIONS OF WESTERN EXTENSION THAT
TXDOT CONSTRUCTS
(THE "SEPARATE STRUCTURES")**

[Oversized and colored depiction of the Separate Structures
has been removed prior to copying.]

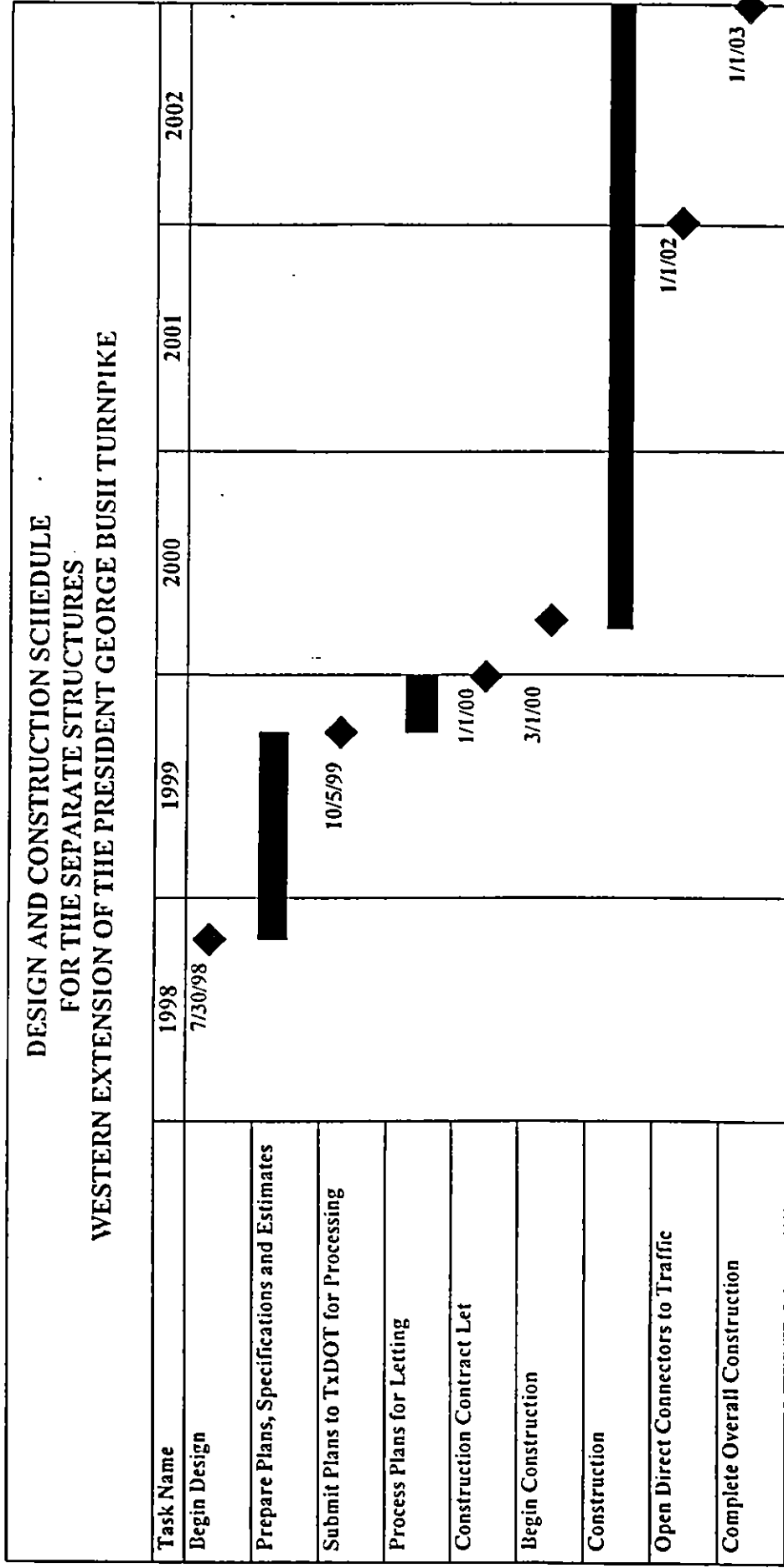


Exhibit C

DESIGN AND CONSTRUCTION SCHEDULE FOR
THE SEPARATE STRUCTURES

Exhibit D

**DEPICTION OF TOLLED VS. NON-TOLLED FEATURES OF THE
SEPARATE STRUCTURES**

[Oversized and colored depiction of
Tolled vs. Non-Tolled Features of the Separate Structures
has been removed prior to copying.]

**PRESIDENT GEORGE BUSH TURNPIKE - SEGMENT V
SUMMARY OF ESTIMATED INTERCHANGE COSTS**

	TOLL RELATED		NON - TOLL INTERCHANGE	MacArthur Overpass	Las Colinas Overpass	NON TOLL TOTALS	PROJECT TOTALS
	NB ML	SB ML					
ROADWAY							
PAVEMENT, SUBGRADE, CURB, ETC EARTHWORK, DRAINAGE	\$ 156,096	\$ 158,298	\$ 1,094,550	\$ 197,697	\$ 197,697	\$ 1,489,944	\$ 1,804,338
STRUCTURES							
BRIDGES	\$ 5,338,305	\$ 8,413,364	\$ 16,423,736	\$ 1,936,032	\$ 1,257,552	\$ 19,617,320	\$ 33,368,989
RETAINING WALLS			\$ 1,273,995			\$ 1,273,995	\$ 1,273,995
NOISE WALLS							
MISC.							
ILLUMINATION, SIGNING, STRIPING TOLL COLLECTION EQUIPMENT TOLL PLAZAS, BLDG, LANDSCAPING UTILITY RELOCATIONS MOBILIZATION	\$ 167,715	\$ 250,922	\$ 651,781			\$ 651,781	\$ 1,070,418
	\$ 212,329	\$ 330,847	\$ 729,153	\$ 80,015	\$ 54,572	\$ 863,740	\$ 1,406,916
SUB TOTAL CONSTRUCTION CONTINGENCIES (10%)	\$ 5,874,445	\$ 9,153,431	\$ 20,173,215	\$ 2,213,744	\$ 1,509,821	\$ 23,896,780	\$ 38,924,656
	\$ 587,445	\$ 915,343	\$ 2,017,322	\$ 221,374	\$ 150,982	\$ 2,389,678	\$ 3,892,466
TOTAL CONSTRUCTION COST	\$ 6,461,890	\$ 10,068,774	\$ 22,190,537	\$ 2,435,118	\$ 1,660,803	\$ 26,286,458	\$ 42,817,122
PS&E DESIGN	\$ 338,194	\$ 525,793	\$ 1,165,216	\$ 79,711	\$ 53,669	\$ 1,298,596	\$ 2,162,583
CONSTRUCTION MGMT (4.25%)	\$ 274,630	\$ 427,923	\$ 943,098	\$ 103,493	\$ 70,584	\$ 1,117,174	\$ 1,819,728
CONSTRUCTION MAT. TESTING (1.5%)	\$ 96,928	\$ 151,032	\$ 332,858	\$ 36,527	\$ 24,912	\$ 394,297	\$ 642,257
TOTAL PROJECT COST	\$ 7,171,642	\$ 11,173,522	\$ 24,631,708	\$ 2,654,849	\$ 1,809,968	\$ 29,096,525	\$ 47,441,689

Exhibit E

**ESTIMATED DESIGN AND CONSTRUCTION
COSTS FOR THE SEPARATE STRUCTURES**

PRESIDENT GEORGE BUSH TURNPIKE

MOU TTA - TxDOT Dallas District

Areas of responsibility of existing 190T facilities and those under contract by TxDOT

Areas

- A. Existing service roads and cross streets (1) from Coit Road to Alma Road
(2) From northbound service road at US 75 to Brand Road
- B. Existing mainlanes from mainlane station 1081+00 to SH 78 including ramps W-B, B-E, S 78-W, E-S 78, N 78-W, E-N 78. *(reference to TTA's engineering report)*
- C. Mainlanes under construction from approximately mainlane station 721+30 to mainlane station 815+00 including ramps A-W, W-A, W-S, W-N, N-W, S-W, E-N, E-S, N-E, S-E, JUP-W, W-JUP

Terms: TxDOT to provide maintenance, policing, permitting on all areas until such time as the existing and/or under construction by TxDOT areas are opened as part of a revenue producing facility, which will occur in stages.

By definition, the service roads will be a non-revenue facility thus they will always be a TxDOT responsibility.

It is anticipated that TTA would assume responsibility for the Areas of its responsibility in accordance with the following schedule:

Area B	July 1999
Area C	September 1998

2 Party

MEMORANDUM of UNDERSTANDING
Between the Texas Department of Transportation - Dallas District,
and the Texas Turnpike Authority

THIS Memorandum of Understanding, by and between the Dallas District of the Texas Department of Transportation, an agency of the State of Texas, as authorized by the Texas Transportation Commission, hereinafter referred to as "TxDOT - Dallas", and the Texas Turnpike Authority, an agency of the State of Texas, hereinafter referred to as the "Authority", is executed to be effective as of the _____ day of _____ 1996.

WHEREAS, in December of 1995, the Texas Department of Transportation, an agency of the State of Texas, as authorized by the Texas Transportation Commission, hereinafter referred to as "TxDOT" and the Authority entered an Agreement entitled "Construction, Operation and Maintenance Agreement" hereinafter referred to as the "Agreement" regarding the President George Bush Turnpike, 190T, hereinafter referred to as the "Bush Turnpike"; and

WHEREAS, prior to the Authority's involvement in the Bush Turnpike, TxDOT commenced construction of the northern portion of the Bush Turnpike (formerly known as SH190) extending approximately 21.5 miles between IH35E and SH78, commonly known as the "Core Project", but, because of funding limitations, did not pursue the development of the approximately 4.9 miles between IH35E and IH635 commonly known as the "Super Connector", and

WHEREAS, pursuant to the Agreement, TxDOT acknowledged its approval of and support for the financing, design, construction, operation and maintenance by the Authority of the Core Project and the Super Connector as a turnpike project pursuant to the Turnpike Act; and

WHEREAS, save and except the Retained Property (as defined in the Agreement), TxDOT transferred all of the Property Interests (as defined in the Agreement) of the express lanes of the Bush Turnpike to the Authority; and

WHEREAS, portions of the Core Project have already been built by TxDOT and the Authority has begun construction on the express lanes of the Bush Turnpike and will complete and open portions of the express lanes of the Bush Turnpike in phases; and

WHEREAS, the Authority and TxDOT - Dallas wish to memorialize the areas of responsibility, and duties each shall bear relating to the maintenance, policing and permitting of the Bush Turnpike during the interim construction period of the Bush Turnpike for roadway and facilities already in existence and for roadway and facilities as completed but prior to being open for revenue producing traffic; and *such roadway & facilities*

WHEREAS, the Authority and TxDOT - Dallas have received all authorizations, consents, and approvals, and have otherwise complied with all applicable law, if any, required to enter into and perform under this Memorandum of Understanding.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto, the Authority and TxDOT - Dallas agree as follows:

1. Areas Covered. All references to location and station markers are based upon the Authority's official engineering report. The areas covered by this Memorandum of Understanding shall include the following areas:
 - (a) Service Roads. Existing service roads and cross streets from Coit Road to Alma Road and from the Northbound service road at US 75 to Brand Road, (the "Service Roads"). This includes service roads already constructed and the service roads which will be constructed by TxDOT, which are currently, or will be in the future, utilized to carry non-revenue producing traffic.
 - (b) Existing Express Lanes ^{The} Existing express lanes ^{includes the roadway and facilities} which have already been constructed but are not open for use by revenue producing traffic (the "Existing Express Lanes"). The Existing Express Lanes are more particularly identified as those from mainline station 1081 + 00 to SH 78 including ramps W-B; B-E; S78-W; E-S78; N78-W; E-N78.
 - (c) Express Lanes Under Construction. The express lanes under construction ^{includes} the roadway and facilities the Authority currently has under construction and the roadway and facilities the Authority is planning to construct but has not yet begun constructing, (the "Express Lanes Under Construction"). The Express Lanes Under Construction are more particularly identified as those from approximately mainline station 721 + 30 to mainline station 815 + 00 including ramps A-W; W-A; W-S; W-N; N-W; S-W; E-N; E-S; N-E; S-E; JUP-W; W-JUP

→ The Service Roads, Existing Express Lanes and Express Lanes Under Construction are, from time to time, collectively referred to as the "Covered Areas".

→ | Areas"

assume responsibility to

2. Areas of Responsibility. ~~TxDOT Dallas will provide~~ During the construction of the Bush Turnpike, TxDOT-Dallas will provide this for the maintenance, security, permitting and policing of the Covered Areas until such time as the Covered Areas, or designated portions thereof, ^{are} open to revenue producing traffic. Once the Covered Areas are opened to revenue pr.

all that's already built & building - Transferred to TTA w/ 2 party
portion of main lanes that are built now
needs to be maintained

TxDOT Dallas District

Areas of Responsibility

until opened for revenue, then transfer to resp to us

p. 6 #6

p. 7 #7

RESOLUTION NO. ROWC 98-050

A RESOLUTION OF THE NORTH TEXAS TOLLWAY AUTHORITY (NTTA)
AUTHORIZING ACTING EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT
BETWEEN NTTA AND TXDOT CONCERNING SEGMENT V OF THE
PRESIDENT GEORGE BUSH TURNPIKE

WHEREAS, the staff of the North Texas Tollway Authority and its counsel have completed negotiations of the terms of the Two-Party Agreement between the North Texas Tollway Authority and Texas Department of Transportation for the construction of Segment V of the President George Bush Turnpike; and

WHEREAS, this agreement also addresses the obligations and process for TxDOT and NTTA, for the construction of Segment V, including the \$24 million dedication of funds from TxDOT to the Interchange at IH 635;

NOW THEREFORE BE IT RESOLVED, that on this the 7th day of August, 1998, the Right-of-Way and Contracts Committee authorize the Acting Executive Director to execute the Two-Party Agreement regarding agency obligations for the construction of Segment V of the President George Bush Turnpike.

ATTEST:

Jere W. Thompson, Jr., Chairman

Jimmie G. Newton, Secretary

LAW OFFICES OF

LOCKE PURNELL RAIN HARRELL

(A PROFESSIONAL CORPORATION)

2200 ROSS AVENUE • SUITE 2200
DALLAS • TEXAS 75201 • 6776
(214) 740-8000
FAX: (214) 740-8800

AUSTIN OFFICE:
100 CONGRESS AVENUE • SUITE 300
AUSTIN • TEXAS 78701 • 4042
(512) 305-4700

WRITER'S DIRECT DIAL NUMBER
214/740-8469
festevenson@lprh.com

NEW ORLEANS OFFICE:
601 POYDRAS STREET • SUITE 2400
NEW ORLEANS • LOUISIANA 70130 • 6036
(504) 558-5100

September 29, 1998

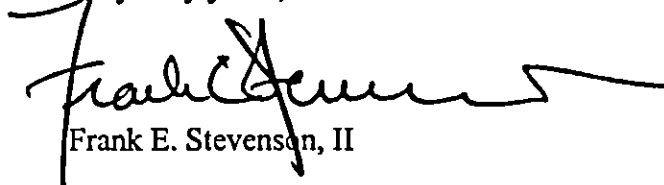
Jerry N. Hiebert
Executive Director
North Texas Tollway Authority
3015 Raleigh Street
Dallas, Texas 75219

**RE: North Texas Tollway Authority — Western Extension of the President
George Bush Turnpike (Segment V); Two-Party Agreement with
TxDOT (LPRH 67318/55150)**

Dear Jerry:

I enclose two (2) fully executed counterparts of the Construction, Operation, and Maintenance Agreement negotiated between the NTTA and TxDOT for Segment V. I appreciate the opportunity to help the NTTA in obtaining the assurances provided in this document.

Very truly yours,



Frank E. Stevenson, II

FES:bjj
Enclosures

cc: Daniel F. Becker (w/enclosure)
David Boss (w/enclosure)
Susan A. Buse (w/enclosure)
Greg B. Carey (w/enclosure)
Jorge A. Garza (w/enclosure)
James W. Griffin (w/enclosure)

Rebecca Heflin (w/enclosure)
Ronald J. Marino (w/enclosure)
Richard C. Porter (w/enclosure)
Gary Shippy (w/enclosure)
A. Scott Young (w/enclosure)



INTEROFFICE MEMORANDUM

TO: Jerry Hiebert, Katie Nees, Jerry Shelton, Scott Young, Mark Bouma,
Megan Pugh, Nancy Greer, and John Becker

FROM: Susan A. Buse *SAB*

SUBJECT: Contract Number Assignment

Contract No. DNT - 364

Description: Two-Party Agreement - Segment V

Contractor Name: TxDOT

Fee: \$ 24 mm from TxDOT

Board Resolution No. 98-050

Date: 08-07-98

Project:

<input checked="" type="checkbox"/> PGBT	<input type="checkbox"/> PGBT-W	<input type="checkbox"/> PGBT-E
<input type="checkbox"/> DNT	<input type="checkbox"/> MCLB	<input type="checkbox"/> AATT
<input type="checkbox"/> Extension-Phase 3	<input type="checkbox"/> S.W. Turnpike	

Fund:

<input type="checkbox"/> 89 CF	<input type="checkbox"/> 90 CF	
<input type="checkbox"/> 94 CF	<input type="checkbox"/> 95 CF	<input checked="" type="checkbox"/> 98 CF

<input type="checkbox"/> DNT-RMF	<input type="checkbox"/> DNT-CIF	<input type="checkbox"/> DNT-OMF
<input type="checkbox"/> MCLB-RMF	<input type="checkbox"/> MCLB-SRF	<input type="checkbox"/> MCLB-OMF
	<input type="checkbox"/> FSF	



NORTH TEXAS TOLLWAY AUTHORITY
INTEROFFICE MEMORANDUM

TO: Katie Nees, Armando Garza, Jerry Shelton, Scott Young
Mark Bouma, Nancy Greer, and Megan Pugh

FROM: Susan A. Buse

DATE: September 30, 1998

SUBJECT: Contract Number Assignment

Contract No. DNT - 364

Description: Two-Party Agreement with TxDOT - PGBT - Segment V Construction

Contractor Name: TxDOT

Fee: \$20,000,000

Board Resolution No. ROWC 98-050

Date:

Project:

☒ PGBT ☐ PGBT-E
☐ DNT ☐ MCLB ☐ AATT
☐ Extension-Phase 3 ☐ S.W. Turnpike

Fund:

☐ 89 CF ☐ 90 CF ☒ 98 CF
☐ 94 CF ☐ 95 CF

☐ DNT-RMF ☐ DNT-CIF ☐ DNT-OMF
☐ MCLB-RMF ☐ MCLB-SRF ☐ MCLB-OMF
☐ FSF



FINANCE DEPARTMENT

5900 W. Plano Parkway
Suite 100
Plano, TX 75093
(214) 461.2000
(214) 528.4826 Fax

TRANSMITTAL
November 21, 2001

Mr. Kevin McIlwaine
Bank One Investment Management Group
Global Corporate Trust Services
1717 Main Street, 4th Floor
Dallas, Texas 75201

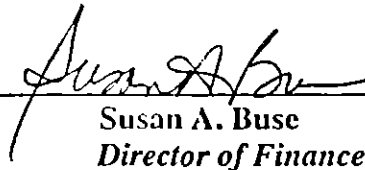
DALLAS NORTH TOLLWAY REVENUE BONDS SERIES 1995

We are sending you the following:

<u>COPIES</u>	<u>DESCRIPTION</u>	<u>PAYEE</u>
1	Requisition No. 77	TxDOT

Please Note:

The copy of the pay estimate is for your files. Please retain the white copy of the payment requisition(s) for your files and return all other copies to this office.



Susan A. Buse
Director of Finance

NORTH TEXAS TOLLWAY AUTHORITY
DALLAS NORTH TOLLWAY SYSTEM REVENUE BONDS SERIES 1998
PRESIDENT GEORGE BUSH TURNPIKE SEGMENT V
CONSTRUCTION FUND PAYMENT REQUISITION

WHITE - Trustee
 BLUE - Voucher
 BUFF - Numerical
 GREEN - Administrative
 PINK - General Consultant
 YELLOW - General Counsel

FROM: North Texas Tollway Authority

TO: Bank One, Texas, N.A. Dallas, Texas, Trustee

Date November 12, 2001

Pursuant to the provisions of the Trust Agreement dated July 1, 1989, as supplemented by the Fourth Supplemental Trust Agreement dated December 14, 1995 (collectively, the trust Agreement), by and between the North Texas Tollway Authority and Bank One, Texas, N.A., Dallas, Texas, as Trustee, you are directed to pay payee, or deposit in court, or deposit to Revolving Fund, as indicated below, the amounts shown for the purpose set forth in this requisition.

Payee or Court

Austin Texas Comptroller Austin
 ABA# 114900164 Acct: 463600001
 F/C To: 601-Texas Department of Transportation
 Attn: Brad Gatlin or Sheila Craven
 CSJ: 2964-01-015

TRUST NO. 8340820023

REQUISITION NO. **77**

☐

Send to Payee

☐

Deposit in Court

☒

Wire Transfer

☐

Deposit to Revolving Fund

Date	Item No.	Purpose				Amount
11/12/01	Payment No. 1	Contract DNT-261: SH 161/HI 635 Interchange				
		Total To Date	Previous Estimate	This Estimate	Account Number	
	Segment V	\$11,500,000.00	\$0.00	\$11,500,000.00	1610-2160-0000-11400	
	Total	\$11,500,000.00	\$0.00	\$11,500,000.00		
					1110-2160-0000	\$11,500,000.00

CERTIFICATE OF CONSULTING ENGINEERS

With reference to the above requisition, the undersigned certifies:

a. If the above requisition is for the purpose of paying for construction or engineering work (other than that performed by the Consulting Engineers) for acquisition of materials, equipment or supplies (other than for administrative office purposes), for labor hired to do construction work, or for reimbursement of utility or railroad companies or others for obligations incurred by them pursuant to agreement with the Authority, then we certify that each obligation the payment of which is hereby requisitioned, has been properly incurred and is now due and unpaid. That each such obligation is a proper charge against the Construction Fund, and that insofar as such obligation was incurred for work materials, equipment or supplies, such work was actually performed or such materials, equipment or supplies were actually installed or delivered at the site of the work for that purpose, or delivered for storage or fabrication at a place or places approved by us.

b. If the above requisition is for the purpose of paying for real property, or any interest therein, to be acquired by purchase or by condemnation proceedings, then we certify that, in our opinion, the acquisition of such lands, rights, easements, franchises or interests is necessary or advisable in connection with the construction, operation or maintenance of the Extension of the Tollway.

Dated NOVEMBER 16 2001

HNTB CORPORATION
 Consulting Engineers

By John F. Barker

Check No. _____

AUTHORIZATION AND CERTIFICATE OF DESIGNATED REPRESENTATIVES OF AUTHORITY

With respect to the above requisition, the undersigned certifies:

1. That obligations in the stated amounts have been incurred by the Authority and that each item thereof is a proper charge against the Construction Fund and has not been paid.
 2. That there has not been filed with or served upon the Authority legal notice of any lien right to lien, attachment, or other claim which is valid in the opinion of counsel for the Authority and affects the right to receive payment of any of the moneys payable to any of the persons, firms or corporations named in such requisition, which has not been released or will not be released simultaneously with the payment of the amount requisitioned hereby.
 3. That such requisition contains no item representing payment on account of any retained percentages which the Authority, at the date of this certificate is entitled to retain.
 4. That no default exists under the Trust Agreement which has not been disclosed to the Trustee, and the Authority will use its best efforts to cure any default if it exists.
 IF THE ABOVE REQUISITION IS FOR THE ACQUISITION OF ANY INTEREST IN REAL PROPERTY, PARAGRAPHS 1 AND 3 ABOVE DO NOT APPLY.

Dated Nov 14 2001
 North Texas Tollway Authority

By [Signature]

By [Signature]

REVOLVING FUND

With reference to the foregoing requisition, the amount of which is to be paid in the Revolving Fund, the undersigned certifies that the payments for which reimbursement is requested were necessary items of the cost of the Extension of the Tollway and that such items of cost could not be conveniently paid except from such Revolving Fund.

Dated _____
 North Texas Tollway Authority

By _____
 Designated Representative

By _____
 Designated Representative

CERTIFICATE OF COUNSEL FOR THE AUTHORITY WITH RESPECT TO REAL PROPERTY

With reference to the foregoing requisition for the purpose of paying for the purchase of an interest in real property, the undersigned certifies:

a. If such interest in real property is to be acquired by condemnation and payment pursuant to court order, either directly to the condemnee or by deposit in court, we certify that the sum of \$ _____ has been ordered by a court of competent jurisdiction to be paid as above indicated.

b. If such real property in fee simple or a perpetual easement therein is to be acquired by means other than by condemnation, we certify that at the time of making this payment the Authority has or will have good title to, or an easement in or over, said real property sufficient for the purposes of the Authority and free from all liens and encumbrances except liens or encumbrances which, in our opinion, do not have a material adverse effect upon the Authority's right to use said real property for the purposes intended or which have been or will be adequately guarded against by a bond or contract of indemnity, guaranty, or insurance, or such title has been or will be insured by a title insurance company satisfactory to us guaranteeing good title in the Authority free and clear of all liens and encumbrances other than those which, in our opinion, do not have a material adverse effect upon the Authority's right to use said real property for the purpose intended.

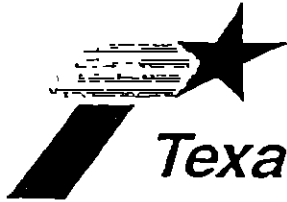
c. If the foregoing is just only for payment for an option to purchase, quitclaim deed, lease, or easement, a contract of purchase or otherwise for the acquisition of a right or interest in lands which is less than a fee simple or perpetual easement, or if such acquisition is for a part payment for any such purpose, we certify that we approve of the acquisition or such lesser right or interest.

d. If the foregoing requisition is for the payment of any tax, assessment, or other claim which is or may be a lien on such real property or but for any encumbering real property from taxation, would be a lien on any real property or any interest therein heretofore acquired or hereafter to be acquired by the Authority, we certify that we approve the payment of such tax, assessment, or other claim.

Dated _____

LOCKE PURNELL RAIN HARRELL
 (A Professional Corporation)
 COUNSEL FOR THE AUTHORITY

By _____



Texas Department of Transportation

P.O. BOX 133067 • DALLAS, TEXAS 75313-3067 • (214) 320-6100

November 5, 2001

CSJ: 2964-01-015
SH 161/IH 635 Interchange

Mr. Jerry Hiebert
Executive Director
North Texas Tollway Authority
5900 W. Plano Pkwy., Suite 100
Plano, Texas 75093

Dear Mr. Hiebert:

As previously discussed with Mr. Jay Nelson, please remit payment in the amount of **\$11,500,000.00** for NTTA's portion to date of the above mentioned project, as shown in the below calculation. At the end of the project, we will provide to you an audit of the costs and request the remainder of your share. Thank you for your cooperation in this matter.

Project cost as of 10/31/01	\$33,411,756.55
TxDOT portion	<u>- \$24,000,000.00</u>
	\$9,411,756.55
2.5% E&C	<u>+ \$ 235,293.91</u>
	\$9,647,050.46
Material on hand	<u>+ \$ 1,900,521.48</u>
	\$11,547,571.94
approx.	\$11,500,000.00

If you have any questions, please contact me at (214) 320-4435 or David Lott, P.E. at (214) 320-4401.

Sincerely,

Moosa Saghian, P.E.
Director of Administration
Dallas District

RECEIVED

NOV - 7 2001 *MP*

North Texas Tollway Authority

DNT 261

Susan -
no per my phone call.
11/9/01

11/12/01 16:38

512 936 2725

TX DEPT OF TRANS

4001

Ruby Crenshaw - WIRING INSTRUCTIONS doc

Page 1

FAIR TO: Little Albert
J. Edgar Hoover
Exhibit 1

Exhibit 1

WIRING INSTRUCTIONS
FOR
ELECTRONIC FUNDS TRANSFERS
TO
THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
FEDERAL RESERVE CLEARING ACCOUNT

Financial Institution:	Austin Texas Comptroller Austin
Routing Number:	114900164
Account Number:	Comptroller of Public Accounts Treasury Operations
Account Number to Credit:	463600001
Reference:	(i.e. - Remitter's name) <i>North Texas Tollway Authority</i>
Attention:	State Agency and Name 601-Texas Department of Transportation Brad Gatlin or Sheila Craven

Post-it® Fax Note	7671	Date	11-13-01	Page	1
To	Pat M.	From	Moose Sagelian		
Co./Dept.	NTTA	Co.	TXDOT		
Phone	(214) 461-2041	Phone	(214) 320-4435		
Fax	(972) 930-3341	Fax	(214) 320-6117		

Please notify me after wiring the money (\$11,500,000.00)

Thanks



NORTH TEXAS TOLLWAY AUTHORITY

5900 W. Plano Parkway, Suite 100, Plano, TX 75093
P.O. Box 260729, Plano, TX 75026
214.461.2000 Fax 214.528.4826

November 14, 2001

Michael W. Behrens, P.E.
Executive Director
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

RE: Request for Accelerated Reimbursement For Bush Turnpike, Segment V Costs

Dear Mr. Behrens:

The Texas Department of Transportation ("TxDOT") and the North Texas Tollway Authority (the "NTTA") are working collaboratively to construct the Western Extension to the President George Bush Turnpike, commonly referred to as "Segment V." Our respective rights and obligations are set forth in that certain Construction, Operation, and Maintenance Agreement dated as of September 24, 1998 (the "Segment V Agreement").

Section 6 of the Segment V Agreement provides, among other things, that the NTTA shall reimburse TxDOT for certain construction costs upon TxDOT's acceptance of the completed structures. Because of current funding shortfalls, TxDOT has asked that a portion of the NTTA's reimbursement be accelerated and paid now rather than upon completion of Segment V. The NTTA, of course, is pleased to assist TxDOT in that manner.

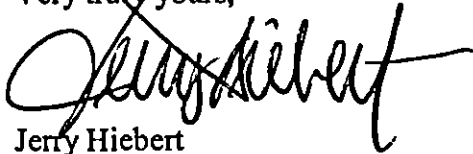
TxDOT specifically requested payment of \$11,500,000.00, as computed and allocated in a November 5, 2001 letter to me from Moosa Saghian, P.E., Director of Administration for TxDOT's Dallas District. The NTTA will remit that amount pursuant to the written wiring or transmittal instructions you provide.

As indicated in Mr. Saghian's letter, this reimbursement is being made with the shared understanding that a final audit of design and construction costs will be undertaken in accordance with the concluding paragraph of Section 6 of the Segment V Agreement and that appropriate adjusting payments, if any, will be made. Further, it is jointly acknowledged and understood that no other provision of the Segment V Agreement is being amended, altered or waived and that its provisions remain fully binding and enforceable, except as expressly modified by the terms of this letter, which shall constitute a written amendment for the purposes of Section 21 of the Segment V Agreement.

Michael W. Behrens
November 14, 2001
Page 2

Please sign and return one counterpart of this letter evidencing our understanding and agreement regarding the accelerated reimbursement matter. We greatly appreciate the opportunity of working with TxDOT on Segment V and on the other critical projects on which we collaborate.


Very truly yours,



Jerry Hiebert
Executive Director

ACCEPTED AND AGREED
this 19 day of November, 2001

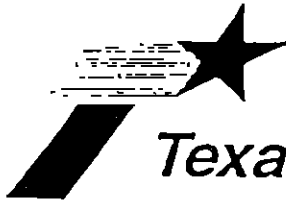
TEXAS DEPARTMENT OF TRANSPORTATION

By: 
Michael W. Behrens, P.E.
Executive Director

cc: Katharine D. Nees
Marcelle S. Jones
Susan A. Buse
LLS

DNT 261

By _____



Texas Department of Transportation

P.O. BOX 133067 • DALLAS, TEXAS 75313-3067 • (214) 320-6100

November 5, 2001

CSJ: 2964-01-015
SH 161/IH 635 Interchange

Mr. Jerry Hiebert
Executive Director
North Texas Tollway Authority
5900 W. Plano Pkwy., Suite 100
Plano, Texas 75093

Dear Mr. Hiebert:

As previously discussed with Mr. Jay Nelson, please remit payment in the amount of \$11,500,000.00 for NTTA's portion to date of the above mentioned project, as shown in the below calculation. At the end of the project, we will provide to you an audit of the costs and request the remainder of your share. Thank you for your cooperation in this matter.

Project cost as of 10/31/01	\$33,411,756.55
TxDOT portion	- \$24,000,000.00
	<u>\$ 9,411,756.55</u>
2.5% E&C	+ \$ 235,293.91
	<u>\$ 9,647,050.46</u>
Material on hand	+ \$ 1,900,521.48
	<u>\$11,547,571.94</u>
approx.	\$11,500,000.00

If you have any questions, please contact me at (214) 320-4435 or David Lott, P.E. at (214) 320-4401.

Sincerely,

Moosa Saghian, P.E.
Director of Administration
Dallas District

RECEIVED

NOV - 7 2001

North Texas Tollway Authority

NO. 6021 3. 1

TX DEPT OF TRANS

4001

Ruby Crenshaw - WIRING INSTRUCTIONS.doc

Page 1

FAIR TO: *Little College* *Exhibit 1*

Exhibit 1

WIRING INSTRUCTIONS
FOR
ELECTRONIC FUNDS TRANSFERS
TO
THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
FEDERAL RESERVE CLEARING ACCOUNT

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Routing Number: 114900164

Account Number: Comptroller of Public Accounts
Treasury Operations

Account Number to Credit: 463600001

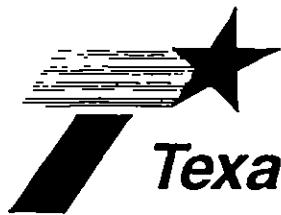
Reference: (i.e. - Remitter's name) *North Texas Tollway Authority*

Attention: State Agency and Name
601-Texas Department of Transportation
Brad Gatlin or Sheila Craven

Post-it* Fax Note 7671		Date 11-13-01	Page 1
To Pat M.		From MOOSA Saghian	
Co/Dept NTTA		Co TXDOT	
Phone # (214) 461-2411		Phone # (214) 320-4435	
Fax # (972) 930-3341		Fax # (214) 320-6117	

Please notify me after wiring the money (\$11,500,000.00)

Thanks M.S



Texas Department of Transportation

P.O. BOX 133067 • DALLAS, TEXAS 75313-3067 • (214) 320-6100

November 5, 2001

CSJ: 2964-01-015
SH 161/IH 635 Interchange

Mr. Jerry Hiebert
Executive Director
North Texas Tollway Authority
5900 W. Plano Pkwy., Suite 100
Plano, Texas 75093

Dear Mr. Hiebert:

As previously discussed with Mr. Jay Nelson, please remit payment in the amount of **\$11,500,000.00** for NTTA's portion to date of the above mentioned project, as shown in the below calculation. At the end of the project, we will provide to you an audit of the costs and request the remainder of your share. Thank you for your cooperation in this matter.

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Sincerely,

Moosa Saghian, P.E.
Director of Administration
Dallas District

RECEIVED

NOV - 7 2001 *NP*

North Texas Tollway Authority

*CC: FLO
Bert
Miles*

LAW OFFICES OF

LOCKE PURNELL RAIN HARRELL

(A PROFESSIONAL CORPORATION)

2200 ROSS AVENUE • SUITE 2200
DALLAS • TEXAS 75201 • 6776
(214) 740-8000
FAX: (214) 740-8800

WRITER'S DIRECT DIAL NUMBER
214/740-8469
festevenson@lprh.com

AUSTIN OFFICE:
100 CONGRESS AVENUE • SUITE 300
AUSTIN • TEXAS 78701 • 4042
(512) 305-4700

NEW ORLEANS OFFICE:
601 POYDRAS STREET • SUITE 1400
NEW ORLEANS • LOUISIANA 70130 • 6036
(504) 558-5100

HW
DNT 364 (3)

September 29, 1998

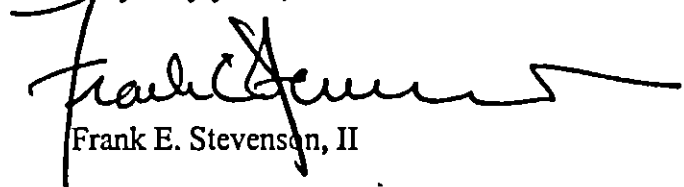
Jerry N. Hiebert
Executive Director
North Texas Tollway Authority
3015 Raleigh Street
Dallas, Texas 75219

RE: North Texas Tollway Authority — Western Extension of the President George Bush Turnpike (Segment V); Two-Party Agreement with TxDOT (LPRH 67318/55150)

Dear Jerry:

I enclose two (2) fully executed counterparts of the Construction, Operation, and Maintenance Agreement negotiated between the NTTA and TxDOT for Segment V. I appreciate the opportunity to help the NTTA in obtaining the assurances provided in this document.

Very truly yours,


Frank E. Stevenson, II

FES:bjj
Enclosures

cc: Daniel F. Becker (w/enclosure)
David Boss (w/enclosure)
Susan A. Buse (w/enclosure)
Greg B. Carey (w/enclosure)
Jorge A. Garza (w/enclosure)
James W. Griffin (w/enclosure)

Rebecca Heflin (w/enclosure)
Ronald J. Marino (w/enclosure)
Richard C. Porter (w/enclosure)
Gary Shippy (w/enclosure)
A. Scott Young (w/enclosure)

RECEIVED

SEP 30 1998

North Texas Tollway Authority

**WESTERN EXTENSION
TO THE
PRESIDENT GEORGE BUSH TURNPIKE,
AN EXTENSION AND ENLARGEMENT OF
THE DALLAS NORTH TOLLWAY SYSTEM
(SEGMENT V)**

TABLE OF CONTENTS

	<u>PAGE</u>
AGREEMENT	4
1. Support for Turnpike	4
2. Transfer of Right-of-Way and Interests	4
3. The Retained Property	5
4. Delivery of Materials	6
5. Assignment of Rights	6
6. Design and Construction of the Separate Structures; the Authority's Reimbursement Obligation	7
7. Design and Construction of the Remainder of the Western Extension.	10
8. Responsibility for Design	12
9. Environmental Studies	12
10. Bidding Procedures; Insurance	13
11. Compliance With Applicable Laws	13
12. Operation, Maintenance and Regulation of the Western Extension	13
13. Maintenance of Records	13
14. Reports and Plans to TxDOT	14
15. The Financing	14
16. Termination of this Agreement	14
17. Successors and Assigns	14
18. Circulation of the Agreement	15
19. Reimbursement	15
20. Severability	15
21. Written Amendments	15
22. Notices	15
23. Limitations	16
24. Sole Benefit	16
25. Relationship of the Parties	16
26. Authorization	16
27. Interpretation	16

TABLE OF CONTENTS
(Continued)

Schedule 1

Resolutions From Governmental Jurisdictions

Schedule 2

Specific "Delivered Materials"

Exhibit A

Description of the Property Interests

Exhibit B

Depiction of Portions of Western Extension that TxDOT Constructs (the "Separate Structures")

Exhibit C

Design and Construction Schedule For The Separate Structures

Exhibit D

Depiction of Tolloed vs. Non-Tolloed Features of the Separate Structures

Exhibit E

Estimated Design and Construction Costs for the Separate Structures

**WESTERN EXTENSION
TO THE
PRESIDENT GEORGE BUSH TURNPIKE,
AN EXTENSION AND ENLARGEMENT OF
THE DALLAS NORTH TOLLWAY SYSTEM
(SEGMENT V)**

CONSTRUCTION, OPERATION, AND MAINTENANCE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS AGREEMENT, by and between the TEXAS DEPARTMENT OF TRANSPORTATION, an agency of the State of Texas, as authorized by the Texas Transportation Commission, hereinafter identified as "TxDOT," and the NORTH TEXAS TOLLWAY AUTHORITY, a regional tollway authority and a political subdivision of the State of Texas, hereinafter identified as the "Authority," is executed to be effective the 24th day of September, 1998.

W I T N E S S E T H

WHEREAS, on October 31, 1979, the State Highway and Public Transportation Commission, predecessor to the Texas Transportation Commission (the "Commission"), adopted Minute Order 76416 designating a proposed highway from Belt Line Road to Interstate Highway 635 as State Highway 161; and

WHEREAS, although project development has been ongoing since authorization of SH161, economic conditions and budgetary constraints have affected the ability of TxDOT to advance development of the project in a timely manner; and

WHEREAS, there has been an increasingly critical need for a continuous express lane facility within the SH161 corridor in order to better serve the traveling public, relieve unacceptable levels of traffic congestion on the existing state highway system and improve mobility in the rapidly developing northwest Dallas area; and

WHEREAS, pursuant to the provisions of Chapter 366 of the Texas Transportation Code (the "Regional Tollway Authority Act"), the Authority is authorized to build and operate "turnpike

projects", as that term is defined in the Regional Tollway Authority Act, throughout Collin, Dallas, Denton and Tarrant Counties, Texas; and

WHEREAS, the Authority is constructing Segments I through IV of the President George Bush Turnpike (the "Bush Turnpike"), the northern half of an outer loop around the City of Dallas extending 26.4 miles from State Highway 78 on the east to IH635 on the west, said western terminus of the Bush Turnpike corresponding to the eastern terminus of SH161; and

WHEREAS, the Authority also operates the Dallas North Tollway (the "DNT"), which extends northerly approximately 21 miles from the Dallas Central Business District, and is constructing the Addison Airport Toll Tunnel (the "Tunnel") which will connect and extend Keller Springs Road from Addison Road on the east to Midway Road on the west, and the Bush Turnpike, the DNT and the Tunnel collectively constitute the Dallas North Tollway System (the "DNT System"); and

WHEREAS, on December 17, 1997, the Board of Directors of the Authority adopted Resolution No. 80 authorizing negotiations to develop the main lanes of SH161 between IH635 and Belt Line Road as a turnpike project to be known as the Western Extension (or Segment V) of the Bush Turnpike (the "Western Extension"); and

WHEREAS, On December 17, 1997, the Board of Directors of the Authority also adopted Resolution No. 81 requesting approval by the Commission to (1) transfer the main lanes of SH161 to the Authority for development by the Authority as a turnpike project, (2) allow the Authority to design the interchange between IH635 and the Western Extension, (3) commit \$24 million previously allocated to SH161 for the construction of the Western Extension, and (4) consider providing additional funding through a State Infrastructure Bank (SIB) loan, 23 U.S.C. Section 129 loan or other source, as might be needed to supplement funding from revenue bonds to be issued for the Western Extension; and

WHEREAS, there is significant support by the local and county governmental jurisdictions through which SH161 extends for the development of the main lanes of SH161 as a turnpike project, as reflected by the resolutions adopted by those jurisdictions and attached hereto as Schedule 1 and made a part hereof for all purposes, and TxDOT has determined that the transfer of the main lanes of SH161 to the Authority provides maximum benefit to the public in terms of local and regional mobility and air quality, both by accelerating the completion of the SH161 project and by providing a significant savings of tax dollars; and

WHEREAS, Transportation Code §366.035 provides that if the Commission finds that the conversion of an existing segment of the state highway system to a turnpike project is the most feasible and economic means to accomplish necessary expansion, improvements or extensions to the state highway system, that segment may, after a public hearing and the approval of the Governor and the affected regional tollway authority, be removed from the designated state highway system

and transferred by order of the Commission to the regional tollway authority, and further provides that the affected authority must reimburse the Commission for the cost of the transferred highway, unless the Commission finds that the transfer will result in substantial net benefits to the State, TxDOT and the traveling public that exceed that cost; and

WHEREAS, in accordance with Transportation Code §366.035, the Commission conducted a public hearing on March 30, 1998 for the purpose of receiving comments from interested persons concerning the proposed transfer, and comments received as a result of the public hearing have been considered by the Commission; and

WHEREAS, on April 30, 1998, the Commission, by Minute Order 107473, (1) approved the removal from the designated state highway system and transfer to the Authority of that portion of SH161 extending from IH635 to Belt Line Road, all to be effected without cost to, or reimbursement by, the Authority based upon the Commission's finding that the transfer yields the above-described net benefits which exceed the cost of the transferred highway; (2) found that subject to the Governor's approval of the transfer, the requisites governing the transfer of a portion of the state highway system to a regional tollway authority as established in Title 43, Texas Administrative Code, §27.43 have been satisfied; (3) directed its Executive Director to forward the Minute Order to the Governor of Texas for approval in accordance with Transportation Code, §366.035; (4) committed the \$24 million previously allocated to SH161 specifically for the construction of the Western Extension interchange with IH635 and agreed to consider future requests by the Authority for a SIB loan or other financing source; (5) approved the Authority's request to design the interchange between IH635 and the Western Extension, subject to certain conditions specified in the Minute Order; and (6) directed the Executive Director to negotiate and enter into this Agreement and all other necessary agreements with the Authority or other parties to implement the Minute Order, including the conditions contained therein, consistent with applicable laws and regulations, including the transfer of legal title to the right-of-way and other interests generally described in Exhibit "B" to the Minute Order, by instrument acceptable to TxDOT and the Authority, and utilizing a legal description acceptable to TxDOT; and

WHEREAS, on July 30, 1998, the Commission, by Minute Order 107567, (1) authorized TxDOT to award the contract for and manage the construction of the interchange of IH635 with the Western Extension, including the turnpike express lanes that are a part of the interchange; (2) directed that the \$24 million previously committed by the Commission for the construction of the interchange be expended on non-tolled facilities; and (3) authorized the extension of a loan to the Authority of federal and/or state funds under Title 23, United States Code, §129 and Transportation Code, §366.301, to fund interchange project costs that are the responsibility of the Authority; and

WHEREAS, pursuant to Resolution No. ROWC 98-050 passed on August 7, 1998 by the Right-of-Way and Contracts Committee of the Board of Directors of the Authority and Resolution No. 98-055 passed on August 19, 1998 by the Board of Directors of the Authority, the Authority determined that the Western Extension can be constructed and operated most effectively and

economically as an integrated tollway project with the Bush Turnpike, DNT and the Tunnel, and resolved that the Western Extension should be constructed as an extension and enlargement of the DNT System, and authorized the execution of this Agreement; and

WHEREAS, because the Western Extension is located on the National Highway System and federal funding is contemplated for a specific portion of the Western Extension, the Federal Highway Administration (the "FHWA") has certain approval and inspection rights and responsibilities and, further, TxDOT is responsible for all coordination with the FHWA and for obtaining any necessary approvals from the FHWA for the Western Extension; and

WHEREAS, TxDOT and the Authority have received all authorizations, consents and approvals, including approval of Minute Order 107473 by the Governor, and have otherwise complied with all applicable law, required to enter into and perform under this Agreement and to support the construction and operation by the Authority of the Western Extension.

A G R E E M E N T

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, TxDOT and the Authority agree as follows:

1. **Support for Turnpike.** TxDOT acknowledges its approval of and support for the financing, design, construction, operation and maintenance by the Authority of the Western Extension as a turnpike project pursuant to the Regional Tollway Authority Act. Without limiting the provisions of this Agreement, TxDOT and the Commission will take all actions reasonably requested by the Authority which are consistent with this Agreement in furtherance of the purposes of this Agreement. Unless and until the Authority elects to abandon its efforts to construct and operate the Western Extension, TxDOT shall not advance any alternative to or conflicting proposal for the development of the Western Extension. Further, in its construction, operation and maintenance of the Retained Property (as hereinafter defined) or its consideration of any project that might affect the Western Extension, TxDOT shall make every reasonable effort to minimize or avoid any adverse impact on the Western Extension or its operation.

2. **Transfer of Right-of-Way and Interests.** Except as expressly provided in Section 3 below, and as directed by Commission Minute Orders 107473 and 107567, all fee interests, permanent and/or temporary easements, rights of entry, licenses, leases, personal property (if any) and other interests of any kind acquired by purchase, condemnation, dedication or any other means by TxDOT for the purpose of constructing and operating the main lanes of SH161 (the "Property Interests") are hereby transferred by TxDOT to the Authority. To further evidence that transfer, one or more quitclaim deed(s) shall be prepared and recorded as soon as reasonably possible, utilizing the legal descriptions attached to Minute Order 107473, including any corrections reasonably determined by

TxDOT. All costs of recordation shall be the responsibility of the Authority. The Property Interests are transferred "as is," without warranty of title, and subject to all matters of record. TxDOT shall assist the Authority in preventing any reversion, forfeiture, reconveyance, loss or diminution of any previously acquired or dedicated Property Interests, provided that the Authority shall reimburse TxDOT for all costs it incurs as a result of that assistance. The foregoing transfer of the Property Interests shall include all structures and improvements of any kind situated thereon, together with all stored materials and any items specially fabricated for the Western Extension, if any. The Property Interests are described on Exhibit A attached hereto and made a part hereof. In accordance with the provisions of Minute Orders 107473 and 107567, the Authority hereby accepts the transferred Property Interests for maintenance and operation in a safe and efficient manner, while protecting and preserving the State's investment in that facility.

3. **The Retained Property.** Notwithstanding anything to the contrary contained in Section 2 above, TxDOT shall retain full jurisdiction to and not transfer to the Authority the following structures and improvements and the land on which they are or will be constructed, *save and except* any portion of said structures and improvements constituting controlled access toll lanes of the Western Extension over which the Authority has jurisdiction and any land on or above which said lanes are or will be constructed for which the Authority has received sufficient rights to use from TxDOT pursuant to Section 2 above:

- (a) the partially completed interchange at State Highway 114 and the Western Extension, extending from Western Extension Centerline Station 973 to Western Extension Centerline Station 982;
- (b) the interchange to be constructed at IH635 and the Western Extension, extending from Western Extension Centerline Station 1063+50 to Western Extension Centerline Station 1095+00, *save and except* connector W-S and ramp LM-N, which shall be operated, regulated, maintained, and policed by the Authority;
- (c) the service roads previously constructed by TxDOT on either side of the Western Extension, exclusive of all exit and entrance ramps to the Western Extension which shall be conveyed to the Authority from the turnpike lanes to the gore noses; and
- (d) a ten foot (10') wide easement extending easterly (in the direction of the toll lanes of the Western Extension) from the eastern curb of the southbound service roads and westerly (also in the direction of the toll lanes of the Western Extension) from the western curb of the northbound service roads to be utilized for the placement and maintenance of directional signage; provided that the Authority shall maintain the property encumbered by the aforesaid easement, *save and except* the signage placed and maintained by TxDOT.

The structures and property described under subsections (a) through (d) above constitute the "Retained Property." Additionally, upon reasonable request by TxDOT, the Authority shall grant

TxDOT suitable easement interests to permit the construction by TxDOT across the toll lanes of one or more utility bridges, which interest shall thereafter constitute a portion of the Retained Property. Notwithstanding any provision of this Agreement to the contrary, TxDOT and the Authority shall consult and cooperate with one another to ensure that the Retained Property is not modified, operated or maintained in any manner that interferes with access to and egress from, or with the safe and efficient operation of, the Western Extension. TxDOT and the Authority jointly shall consult and approve the design of suitable signage, and other structures on the Retained Property which are necessary or desirable for the proper operation of the Western Extension (exclusive of the Retained Property), provided that said structures and their installation shall conform to all applicable safety codes and standards (including, without limitation, TMUTCD, as hereinafter defined) and shall not conflict with the operation of the Retained Property. The costs of installing and maintaining the signage, and other structures described in the preceding sentence, shall be borne solely by the Authority. It is understood and agreed that the operation of the Western Extension may by necessity be curtailed temporarily in the event of damage to the Retained Property caused by flood, accidents, emergencies, or calamities. TxDOT will, in that event, do everything reasonable to provide for rapid and timely repairs to those portions of the Retained Property under its control which are damaged, in order that the Authority may resume operation of the Western Extension as soon as possible. TxDOT shall have no responsibility for the operation, maintenance, policing or regulation of the Property Interests. The Authority shall have no responsibility for the operation, maintenance, policing or regulation of the Retained Property. TxDOT shall execute suitable agreements with the cities and counties in which the service roads and other Retained Property are situated addressing those issues, which agreements shall allocate said responsibilities in a manner consistent with the terms of this Agreement and with the established policies of TxDOT. If (i) TxDOT determines that the Authority's operation of the Western Extension materially interferes with or adversely affects the operation or use of the Retained Property or (ii) the Authority determines that TxDOT's operation of the Retained Property materially interferes with or adversely affects the operation or use of the Western Extension, TxDOT and the Authority shall consult with each other, and such modifications or remedial actions acceptable to both parties will be accomplished, and all resulting costs shall be allocated between TxDOT and the Authority as they reasonably determine.

4. **Delivery of Materials.** To assist the Authority in its design and construction of the Bush Turnpike and, specifically, to reduce the cost of completing the Western Extension, TxDOT will provide the Authority with all original counterparts or, if originals are unavailable, copies of all materials prepared by or for TxDOT in connection with the main lanes of SH161, together with any and all other items or information in the possession of TxDOT and useful to or necessary for the Authority's completion of the Western Extension (the "Delivered Materials"). Without limiting the foregoing, the Authority has identified certain items comprising part of the Delivered Materials that it requires, which items are identified on Schedule 2 attached hereto and made a part hereof.

5. **Assignment of Rights.** After reviewing the Delivered Materials provided by TxDOT pursuant to Section 4 above, the Authority, from time to time, may request that TxDOT either (a) assign, in writing, to the Authority and/or its consultants all of TxDOT's right, title and interest in

any permit, agreement, contract, conveyancing instrument, plan or other Delivered Material or (b) provide the Authority with a royalty-free license to use any such Delivered Material, if in the reasonable determination of the Authority such assignment or license will result in a cost savings or otherwise benefit the development of the Western Extension; the Authority shall reimburse TxDOT for all costs it incurs as a result of the foregoing assignment or license. TxDOT shall assist the Authority in obtaining any consents required to assign or license the foregoing items to the Authority so that, to the extent that TxDOT assigns its rights and interests to the Authority, the Authority shall have, to the greatest extent possible, the same rights under and interests in the assigned Delivered Materials as TxDOT held prior to that assignment; the Authority shall reimburse TxDOT for all costs it incurs as a result of that assistance. The foregoing assignment rights shall not apply to pending lawsuits, actions, condemnation and other proceedings related to SH161 and involving TxDOT, if any. As of the execution date of this Agreement, TxDOT has acquired, and is transferring to the Authority pursuant to Section 2 above, all of the right-of-way currently identified as being required for the Western Extension, save and except a single parcel of land situated at the southwest corner of the Western Extension and SH114 and containing less than 0.5 acres of land. The Authority shall be solely responsible for the acquisition of the remaining parcel of land described in the preceding sentence, and all other right-of-way required for the revised schematic design described in Section 7 below.

6. Design and Construction of the Separate Structures; the Authority's Reimbursement Obligation. TxDOT shall be responsible for the construction of those portions of the Western Extension specifically referenced in this Section 6 and described on Exhibit B attached hereto and made a part hereof, including all required construction management and construction materials testing services, and all required and remaining utility relocation and/or adjustment. Specifically, TxDOT shall construct (a) the Western Extension interchange with IH635 (the "IH635 Interchange"), including all ramps, connectors and main lanes, (b) the overpasses at Las Colinas Boulevard and MacArthur Boulevard, and (c) related expansion and improvement work to the northbound and southbound service roads from the MacArthur Boulevard overpass to the IH635 Interchange, all as more particularly described on Exhibit B and being collectively defined as the "Separate Structures". Utilizing the revised schematic design prepared by the Authority and approved by TxDOT in accordance with Section 7 hereof, the Authority will provide for the preparation of the plans, specifications and estimate (the "Separate Structures PS&E") for the Separate Structures as authorized by Minute Order 107473 and in accordance with the provisions of the following paragraph.

The Separate Structures PS&E shall be developed by the Authority consistent with the latest edition and revisions of the American Association of State Highway and Transportation Officials' (AASHTO) Standard Specifications for Highway Bridges, including applicable interim specifications, TxDOT's Highway Design Division Operations and Procedures Manual, TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges, TxDOT's Foundation Exploration Manual, TxDOT's Bridge Design Guide, and The Texas Manual on Uniform Traffic Control Devices (TMUTCD). For all items not discussed in the above-referenced documents,

AASHTO's A Policy On Geometric Design of Highways and Streets shall be referenced for guidance. TxDOT shall review the Separate Structures PS&E and shall respond to the Authority within thirty (30) days following receipt of those materials by TxDOT's District Office. TxDOT and the Authority shall utilize to the maximum practical degree the Technical Work Group process described and defined in Section 7 to facilitate and expedite the preparation and review of the Separate Structures PS&E and the construction of the Separate Structures. TxDOT has reviewed and approved the design and construction schedule for the Separate Structures (the "Schedule") set forth on Exhibit C attached hereto and made a part hereof. TxDOT and the Authority agree that the Schedule is reasonable and achievable. TxDOT agrees to use best efforts to construct and complete those portions of the Separate Structures necessary to open the Western Extension to traffic on or before January 1, 2002, as indicated on the Schedule. In order to achieve that completion date, the parties acknowledge that (i) the Separate Structures PS&E should be complete and delivered to TxDOT not later than October 5, 1999, and (ii) a construction contract for the Separate Structures should be let not later than January 1, 2000, all as indicated on the Schedule.

The Authority previously awarded one or more design engineering contracts for the Western Extension, which contracts provide for the design of features comprising the Separate Structures. Commencing upon July 30, 1998, the date of the Commission's passage of Minute Order 107567, TxDOT shall be responsible for and discharge all payments relating to the Separate Structures and owing under the Agreement for Section Engineer Services dated August 14, 1996 by and between the Texas Turnpike Authority, predecessor to the Authority (the "TTA"), and Brown & Root, Inc. and the Agreement for Section Engineer Services dated August 14, 1994 by and between the TTA and Turner Collie & Braden, Inc. TxDOT, utilizing state funds, shall discharge said amounts by reimbursing the Authority following the Authority's payment to the applicable engineer(s). The Authority shall instruct said engineers to allocate the invoiced amounts between tolled and non-tolled features of the Separate Structures, which allocation shall be utilized in computing the Authority's reimbursement obligations set forth in the following paragraph. In addition to its payment of the design engineering costs described above, TxDOT shall discharge all other engineering and construction costs relating to the Separate Structures, but subject to the Authority's reimbursement obligations set forth below.

As referenced above, the Commission committed \$24 million previously allocated to SH161 to discharge construction costs incurred within certain limits of the Western Extension, and all of the Separate Structures are situated within said limits. The tolled and non-tolled features of the Separate Structures are depicted on Exhibit D hereto and made a part hereof. TxDOT and the Authority have determined that the estimated cost of constructing non-tolled features of the Separate Structures is approximately \$26,286,458.00, substantially in excess of the \$24 million amount committed by Minute Order 107473. Upon TxDOT's acceptance of the completed Separate Structures, TxDOT shall submit to the Authority an invoice, together with suitable supporting materials, seeking reimbursement within thirty (30) days from the Authority in an amount computed as follows:

Total Construction Costs For The Separate Structures *minus* \$24 Million Committed By Minute Order 107473 *plus* Engineering Costs (PS&E, Construction Management and Materials Testing) For Tolled Features Of The Separate Structures.

Based upon the estimated design and construction costs relating to tolled versus non-tolled features of the Separate Structures, the Authority and TxDOT have agreed to allocate construction management and materials testing costs on the basis of 38.6% for the Authority and 61.4% for TxDOT. Consequently, as a refinement of the reimbursement formula described in the indented language above, the Authority's reimbursement obligation with respect to construction management and materials testing costs shall be 38.6% of the total of such costs incurred for the Separate Structures, which total cost TxDOT now estimates as approximately 6% of total construction costs therefor.

TxDOT's construction and payment responsibilities under this Section require TxDOT to advance funds to the Authority for the design and/or construction of tolled features of the Separate Structures, through a loan of federal and/or state funds pursuant to Title 23, §129(a)(7) of the United States Code, Article III, §52-b of the Constitution of the State of Texas, and Texas Transportation Code, §366.301 (the "Loan"). Certain provisions and terms of the Loan are set forth in that certain Agreement, dated December 1, 1995, by and between TxDOT, the TTA (to whose rights and obligations the NTTA has succeeded by statute), and the FHWA (the "Section 129 Agreement"), which are adopted herein by reference and made a part hereof.

The Loan shall be repaid by the Authority in accordance with the reimbursement provisions described in this Section, including the above-described requirements of federal and state law. The Loan shall not accrue interest. The Authority covenants that when the Authority issues its bonds for the Western Extension as described in Section 15 hereof, it will include funds sufficient to repay the Loan pursuant to the provisions of this Section.

To the extent that the Loan reimbursement is not paid from the proceeds of such bonds deposited into the Authority's "Construction Fund" created under the trust agreement pertaining to the Financing (as hereinafter defined), such amount shall be paid by the Authority from the "ISTEA Loan Debt Service Account" created under said trust agreement. On or before the date that the Loan reimbursement is required to be made, the Authority covenants that from amounts deposited into the "Capital Improvement Fund" in excess of the balance required to be maintained therein for other purposes by the trust agreement, it shall cause the trustee under the trust agreement to deposit into the ISTEA Loan Debt Service Account amounts sufficient to pay the Loan reimbursement on such date. The Authority further covenants that from the amounts on deposit in the ISTEA Loan Debt Service Account and to the extent that such payments have not been made from the Construction Fund, it will timely pay to TxDOT the amount of the Loan reimbursement due pursuant to this Section.

The Loan will be on a parity and of equal dignity and lien with the "Loan" defined and described in Section 17 of that certain Construction, Operation, and Maintenance Agreement, dated December 1, 1995, by and between TxDOT and the TTA (the "Two-Party Agreement") (the "ISTEA Loan"). As in the case of the ISTEA Loan and to the extent that such payments have not been made from the Authority's Construction Fund, the Loan reimbursement shall be payable only out of the ISTEA Loan Debt Service Account and no other funds or other assets of the Authority are pledged to the repayment of the Loan and the Authority shall be under no obligation to make any payment from any other source. It is further provided that the amount of the Loan will not be taken into account for purposes of Section 17 of the Two-Party Agreement in determining whether the Authority has the contractual ability to issue "Additional Bonds", as defined in and pursuant to said Section 17.

✱ The estimated design and construction costs for the Separate Structures are set forth on Exhibit E attached hereto and made a part hereof. The Authority has utilized and relied upon those estimated costs in forecasting the amount of its reimbursement obligation under the preceding paragraph and in structuring the Financing. If during the construction of the Separate Structures, TxDOT has reason to believe that either the estimated costs on Exhibit E or the milestones and/or completion date indicated on the Schedule attached as Exhibit C may be exceeded, TxDOT shall promptly notify the Authority and, working collaboratively, the parties shall evaluate all feasible alternatives for reducing estimated costs for, and/or accelerating the progress of work on, the Separate Structures. TxDOT and the Authority shall utilize to the maximum practical degree the Technical Work Group process to track both (i) the cost of the Separate Structures to prevent the corresponding design and construction costs from exceeding the estimates on Exhibit E and (ii) the contractor's progress toward completing the Separate Structures to prevent that progress from falling behind the milestones and completion date set forth in the Schedule on Exhibit C. If the construction cost estimates on Exhibit E are exceeded, TxDOT promptly shall consider any request from the Authority for financial or other assistance, as provided in Minute Order 107473. TxDOT shall forward to the Authority its monthly construction reports for the Separate Structures, which the Authority may distribute to its underwriters and other interested parties.

TxDOT may conduct a final audit of design and construction costs resulting from the Separate Structures and of the Authority's reimbursement obligations under this Section 6. If the result of that audit differs from the reimbursement amount previously paid by the Authority, the Authority or TxDOT, as applicable, shall make the appropriate adjusting payment.

7. Design and Construction of the Remainder of the Western Extension. Except as provided in Section 6 with respect to the Separate Structures and as hereinafter provided in this Section 7, the Authority shall be responsible for the design and construction of the Western Extension, including all required and remaining utility relocation and/or adjustment. Except as provided in Section 6 and hereinafter provided, the Authority shall have sole authority and responsibility for (a) the design of the Western Extension and all features thereof, (b) the selection of underwriters, investment bankers, financial advisors, legal counsel, consultants, construction

managers, engineers, architects, surveyors, testing engineers and laboratories, inspecting engineers, geotechnical engineers and scientists, suppliers, contractors, subcontractors, vendors, sureties, and other parties retained in connection with the financing, design, construction, maintenance or operation of the Western Extension, (c) the commencement, sequencing and timing of design and construction activities and other work, (d) the acceptance or rejection of work or other deliverables, and (e) the negotiation, bidding, and letting of contracts. Pursuant to Minute Order 107473 and the requirements of Title 43, Texas Administrative Code, Chapter 27, TxDOT shall review and approve the design for the Western Extension in the manner described in the remainder of this Section 7.

The Authority will provide for the preparation of the plans, specifications and estimate for all portions of the Western Extension other than the Separate Structures (the "PS&E") in the following manner. The PS&E shall provide that the Western Extension follows the alignment of the SH161 main lanes and that the schematic design of the Western Extension conforms to the schematic design formulated by TxDOT for SH161, except with respect to modifications necessitated by the conversion of that facility to a tolled facility. The Authority shall revise the SH161 schematic design as indicated in the preceding sentence and submit it to TxDOT for review and approval. TxDOT shall review the revised schematic design and shall respond to the Authority within thirty (30) days following receipt of that design by TxDOT's District Office. Except for the Separate Structures, which will be designed and reviewed in accordance with Section 6 hereof, the schematic design and the PS&E for the Western Extension and all connections and ramps to or from the Western Extension to road facilities maintained by TxDOT shall be developed by the Authority consistent with the latest edition and revisions of the TxDOT's standards, which, specifically, will be the AASHTO standards established in AASHTO's A Policy On Geometric Design of Highways and Streets, AASHTO's Guide for Design of Pavement Structures, AASHTO's Standard Specifications for Highway Bridges, including applicable interim specifications, TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges, and The Texas Manual on Uniform Traffic Control Devices (TMUTCD). Once approved by TxDOT, the Authority shall provide TxDOT with written notice of any subsequent modification of the revised schematic design resulting from a field change or otherwise. Any changes that result in the schematic design no longer complying with the standards and criteria set forth above shall require TxDOT's prior approval. Additionally, TxDOT shall review and approve, as part of its review of the revised schematic design, the location of all entrances and exits of the Western Extension to or from road facilities maintained by TxDOT. The Authority shall provide TxDOT with written notice of any subsequent modification to said locations, and TxDOT shall respond to the Authority within thirty (30) days following receipt by TxDOT's District Office of schematic designs therefor if, in its reasonable judgment, any proposed location is detrimental to the safe and efficient operation of any road facility.

Promptly following the complete execution of this Agreement, TxDOT and the Authority shall form the Western Extension Technical Work Group (the "Technical Work Group"). The Technical Work Group shall be composed of representatives from TxDOT, the Authority, and the FHWA, together with such other members representing affected municipalities or other governmental or quasi-governmental bodies as TxDOT or the Authority designates. It is understood

and agreed that any other members designated by TxDOT or the Authority shall be selected for the purpose of providing technical and other assistance to the Technical Work Group, and shall not have the authority to make or implement final actions or decisions binding on the Technical Work Group, TxDOT, or the Authority. The Authority will chair and host regularly scheduled meetings which are intended to (A) encourage open and continuous dialogue between the various participants, (B) facilitate and expedite TxDOT's review of the revised schematic design for the Western Extension, including all connections and ramps, and any subsequent changes thereto, and of the Separate Structures PS&E, (C) facilitate the Authority's preparation of the Separate Structures PS&E and the monitoring of both the projected milestones and completion date for same and the Authority's estimated reimbursement therefor, and (D) assist the Authority in satisfying its obligations under Section 9 hereof. The goal of the Technical Work Group is to provide a streamlined review and information disseminating process that is both accelerated and fully responsive to appropriate design changes submitted by TxDOT. To that end, the Authority and TxDOT agree to distribute in advance the materials to be discussed and reviewed by the Technical Work Group at any meeting. Once approved by the Technical Work Group, the Separate Structures PS&E shall be deemed complete and ready for submission. The representatives designated by TxDOT and the Authority to the Technical Work Group shall be responsible for conveying project information to their respective organizations and securing all necessary authorizations as promptly as possible.

8. **Responsibility for Design.** Except as otherwise provided in the following sentence, the Authority acknowledges and fully accepts its responsibility for the design, construction, maintenance, regulation, signage, illumination and overall operation of the Western Extension, and hereby contracts to release TxDOT from responsibility therefor in any litigation. Nothing, however, contained in this Agreement or elsewhere shall impose any liability on the Authority for or with respect to the Retained Property or, without limiting the foregoing, for the construction of the Separate Structures. Neither TxDOT nor the Authority waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to third parties. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against either TxDOT or the Authority, nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to TxDOT or the Authority.

9. **Environmental Studies.** The Authority has produced and submitted to TxDOT a reevaluation of the existing Final Environmental Impact Statement (the "FEIS") and of the existing Draft Environmental Impact Statement ("DEIS") for SH161, addressing all changes and updates regarding the Records of Decision issued by the FHWA in 1971 with respect to the FEIS and in 1990 with respect to the DEIS. Additionally, the Authority will be responsible for providing for requisite public involvement, if any, regarding the reevaluation of the FEIS and the DEIS. Without limiting the foregoing, the Authority agrees in accordance with Minute Order 107473 that construction of the Western Extension will not be initiated until the Authority has completed environmental studies consistent with the spirit and intent of the National Environmental Policy Act, Title 42, United States Code, §§ 4321, et seq., and Title 23, United States Code, § 109(h), and has provided for public

involvement and met all other requirements of Title 43, Texas Administrative Code, §§ 2.40-2.51 (relating to Environmental Review and Public Involvement for Transportation Projects).

10. Bidding Procedures; Insurance. The Authority shall use its established bidding and procurement procedures with respect to all aspects of the Western Extension which it is obligated to design and construct pursuant to this Agreement. It is possible that the Authority's or TxDOT's construction activities may encroach periodically on property held or utilized by the other. The Authority and TxDOT shall address in a reasonable and cooperative manner any such encroachment and any consequences thereof. Additionally, either TxDOT or the Authority shall be entitled, after providing reasonable notice prior to bidding, to require that any construction contract of the other party obligate the applicable contractor to list both the Authority and TxDOT as "additional insureds" with respect to any insurance for which the contractor must obtain an "additional insured" rider or amendment.

11. Compliance With Applicable Laws. The Authority and TxDOT shall comply with all laws applicable to them with respect to this Agreement.

12. Operation, Maintenance and Regulation of the Western Extension. Upon completion, the Western Extension shall be operated, maintained, policed, and regulated by the Authority in compliance with the Regional Tollway Authority Act and relevant provisions of any trust agreement(s) or similar documentation evidencing or securing the Financing, as hereinafter defined, and as an extension and enlargement of the DNT System. As required in Minute Order 107473, the Authority acknowledges and agrees that if the Authority, its successor or assign, subsequently elects to return the completed facility pursuant to Transportation Code §366.172, or otherwise, the Commission will not accept the facility back into the state highway system unless it is found to be in an acceptable state of repair and maintenance, meets all current design standards used by TxDOT, and satisfies all other conditions and requirements set forth in said Section 366.172, any successor statutory provision(s) thereto or any Order adopted by the Commission pursuant to said Section 366.172.

13. Maintenance of Records. All records and documents prepared by the Authority under this Agreement or otherwise relating to the design, construction, operation or maintenance of the IH635 Interchange or other features of the Separate Structures, including all project records, must be made available to authorized representatives of TxDOT and/or the FHWA during normal work hours for inspection and copying. All such records and documents relating to the design and construction of the Separate Structures, which is the only federally funded portion of the Western Extension, must be maintained by the Authority for three (3) years after its final reimbursement to TxDOT of the design and construction costs specified in Section 6; provided, however, the Authority shall comply with all applicable laws pertaining to the retention of records and access thereto with respect to the Separate Structures.

14. **Reports and Plans to TxDOT.** In addition to the regular exchange of information effected by the implementation of the Technical Work Group described in Section 7 of this Agreement, the Authority shall deliver to TxDOT all biannual progress reports for the Western Extension prepared by the Authority's consulting engineers. At the earliest possible date following completion of construction of any segment of the Western Extension, the Authority will deliver to TxDOT a final set of plans and specifications for said segment of the Western Extension, which shall clearly identify the limits and items to be maintained by the Authority and by TxDOT, as applicable, pursuant to the terms and conditions of this Agreement and the Regional Tollway Authority Act. The Authority and TxDOT shall negotiate and execute agreements with the applicable municipalities and counties delineating, in a manner consistent with the final set of plans and specifications, their respective maintenance, operation, regulation and policing obligations regarding the service roads and interchanges.

15. **The Financing.** The Authority intends to finance, in part, the design and construction of the Western Extension with proceeds from the issuance and sale of one or more series of revenue bonds, which bonds also may include amounts for refunding all or certain Dallas North Tollway revenue bonds previously issued by the Authority (collectively, the "Financing"). All of the Authority's obligations regarding the design and construction of the Western Extension are contingent and conditioned upon the successful issuance and sale of said revenue bonds and the Authority's receipt of the proceeds from the Financing. TxDOT shall have no rights or obligations regarding the provision of the Financing, provided, however, that if reasonably requested by the Authority, TxDOT shall promptly cooperate with and fully assist the Authority by providing assurances or other information necessary or desirable for obtaining the Financing, including assurances and information contained in the Official Statement issued for the Financing, provided that said assurances and/or information are, in TxDOT's reasonable judgment, consistent with the provisions of this Agreement.

16. **Termination of this Agreement.** This Agreement may be terminated upon the occurrence of either of the following conditions:

- (a) By written mutual agreement and consent of the parties hereto; or
- (b) By satisfactory completion of all responsibilities and obligations described herein.

Additionally, if the Authority and TxDOT determine that, because of delays in obtaining environmental clearances or for any other reason, TxDOT should commence construction of the Separate Structures *except for* the main lanes of the Western Extension, the parties shall negotiate and execute the necessary and appropriate amendment(s) to this Agreement.

17. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors.

18. **Circulation of the Agreement.** Copies of this Agreement will be provided to, reviewed and relied upon by underwriters, investment bankers, brokerage firms and similar parties in connection with the provision of the Financing.

19. **Reimbursement.** The Commission by Minute Order 107473 has found that the transfer of SH161 to the Authority pursuant to this Agreement will result in substantial net benefits to the State, TxDOT, and the traveling public that exceed the cost to TxDOT and other parties of SH161, said cost to include the cost and/or dollar value of the various interests, property and rights conveyed, assigned and/or transferred under this Agreement. Consequently, no reimbursement or compensation shall be required of the Authority in connection with said transfer or this Agreement. The foregoing shall not limit or be applicable to the Authority's reimbursement obligation set forth in Section 6 hereof with respect to the Separate Structures.

20. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

21. **Written Amendments.** Any changes in the character, 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 Authority and TxDOT.

22. **Notices.** All notices to either party by the other required under this Agreement shall be delivered personally, sent by facsimile transmission, or sent by Certified or Registered U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

North Texas Tollway Authority
3015 Raleigh Street
P. O. Box 190369
Dallas, Texas 75219
Attention: Executive Director

Texas Department of Transportation
Dallas District Office
4777 East Highway 80
Mesquite, Texas 75150
Attention: District Engineer

All personally delivered notices shall be deemed given on the date so delivered. Notice by facsimile shall be deemed given on the date indicated by written confirmation of transmission to, in the case of the Authority, (214) 528-4826 or, in the case of TxDOT, (214) 320-6117. All mailed notices shall

be deemed given three (3) days after being deposited in the mail. Either party hereto may change the above address or facsimile number by sending written notice of such change to the other in the manner provided for above.

23. Limitations. All covenants and obligations of TxDOT and the Authority under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of TxDOT or the Authority shall have any personal obligations or liability hereunder.

24. Sole Benefit. This Agreement is entered into for the sole benefit of TxDOT and the Authority and their respective successors and permitted assigns. 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.

25. Relationship of the Parties. Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent between TxDOT and the Authority.

26. 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.

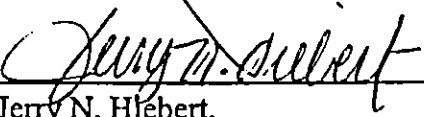
27. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

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IN WITNESS WHEREOF, TxDOT and the Authority have executed this Agreement by six (6) multiple counterparts on the dates shown hereinbelow, effective on the date listed above.

**NORTH TEXAS TOLLWAY
AUTHORITY**

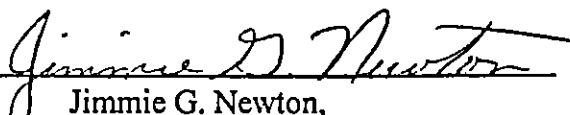
By: _____


Jerry N. Hebert,
Executive Director

Date: _____

9/18/98

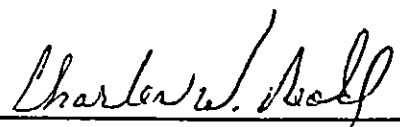
ATTEST:


Jimmie G. Newton,
Secretary

**TEXAS DEPARTMENT OF
TRANSPORTATION**

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission by Commission Minute Orders 107473 and 107567.

By: _____


Charles W. Heald, P.E.,
Executive Director

Date: _____

9-24-98

APPROVED AS TO FORM:

LOCKE PURNELL RAIN HARRELL
(A Professional Corporation)
General Counsel

By: _____


Frank E. Stevenson, II

[G:\RE\67318\55150\DOCS\161FINL.DOC]

Schedule 1
Resolutions From Governmental Jurisdictions

CITY OF IRVING

COUNCIL RESOLUTION NO. 12-11-97-726

WHEREAS, traffic mobility has a dramatic effect on the economic development, quality of life, and clean air for all residents in the North Central Texas Region; and

WHEREAS, the City of Irving supports the development of transportation facilities which improve the mobility of the North Central Texas Region and the State of Texas; and

WHEREAS, State Highway 161 within the City of Irving is a very vital part of the Texas Transportation System and is crucial to economic development; and

WHEREAS, Interstate Highway 635 and State Highway 183 are major regional freeway facilities, and State Highway 161 within the City of Irving will provide a vital transportation link between the two (2) freeways; and

WHEREAS, 90-acres of land valued at \$40,000,000 within the City of Irving was donated to the Texas Department of Transportation for State Highway 161, the City of Irving provided cash in the amount of \$2,600,000 to the Texas Department of Transportation for State Highway 161; and

WHEREAS, State Highway 161 within the City of Irving is an essential element of Mobility 2020: The Regional Transportation Plan for North Central Texas, and will relieve congestion on portions of Interstate Highway 35E, State Highway 183, State Highway 114, State Highway Loop 12 and Interstate Highway 635, as well as provide improved access to the Dallas/Fort Worth International Airport; and

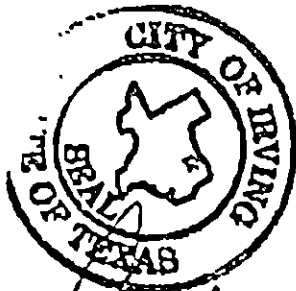
WHEREAS, the North Texas Tollway Authority is a regional turnpike authority and a political subdivision of the State of Texas that has authority for the construction, operation and maintenance of turnpikes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:


SECTION I. THAT the City of Irving commends the North Texas Tollway Authority and the Texas Department of Transportation for their forward thinking and for their efforts in working together to provide a transportation system that helps meet the needs of our region.

- SECTION II. THAT the City of Irving supports the building of State Highway 161 within Irving as a turnpike and urges the North Texas Tollway Authority and the Texas Department of Transportation to proceed with Plan preparation.
- SECTION III. THAT the City of Irving has requested and the North Texas Tollway Authority has agreed to provide supplemental ramp connections as reflected on Exhibit A and Exhibit B attached hereto if feasible within accepted engineering design criteria.
- SECTION IV. THAT the City of Irving requests that the North Texas Tollway Authority provide amenities for the State Highway 161 Tollroad project similar to that provided on the State Highway 190 section of the President George Bush Turnpike.
- SECTION V. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING,
TEXAS, this 11th day of December, A.D., 1997.




ATTEST:


Janice Carroll, CMC
City Secretary

APPROVED AS TO FORM:


Don S. Rorschach
City Attorney


MORRIS H. PARRISH
MAYOR

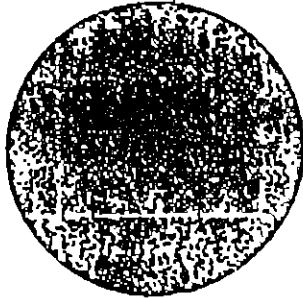
Resolution

ORDER NO. 98 041

DATE: January 13, 1998

STATE OF TEXAS)(

COUNTY OF DALLAS)(



BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 13th day of January, 1998 on motion made by Lee P. Jackson, County Judge and seconded by Mike Cantrell, Comm. Dist. #2, the following Resolution was adopted:

WHEREAS, State Highway 161 within Dallas County is an important part of the regional transportation system and is crucial to economic development; and

WHEREAS, Interstate Highway 635 and State Highway 183 are major regional freeway facilities, and State Highway 161 within Dallas County will provide a vital transportation link between the two freeways; and

WHEREAS, 90 acres of land valued at \$40,000,000 within the City of Irving has been donated to the Texas Department of Transportation for State Highway 161 and the City of Irving provided cash in the amount of \$2,600,000 to the Texas Department of Transportation for State Highway 161; and

WHEREAS, State Highway 161 within Dallas County is an essential element of Mobility 2020, the Regional Transportation Plan for North Central Texas, and will relieve congestion on portions of Interstate Highway 35E, State Highway 183, State Highway 114, State Highway Loop 12 and Interstate Highway 635, as well as provide improved access to the Dallas/Fort Worth International Airport; and

WHEREAS, the North Texas Tollway Authority is a regional turnpike authority and a political subdivision of the State of Texas that has authority for the construction, operation and maintenance of turnpikes;

NOW THEREFORE BE IT RESOLVED by the Commissioners Court of Dallas County that:

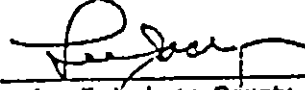
SECTION I. The County of Dallas commends the North Texas Tollway Authority and the Texas Department of Transportation for their forward thinking and for their efforts in working together to provide a transportation system that helps meet the needs of our region.

SECTION II. The County of Dallas supports the building of State Highway 161 within Irving as a turnpike and urges the North Texas Tollway Authority to proceed with project development and asks the Texas Department of Transportation to consider appropriate financial participation to accelerate the project schedule.


SECTION III. Dallas County supports the rapid development of the proposed SH161 tollway in Irving based as much as possible on the prior design developed by the Texas Department of Transportation and the Texas Turnpike Authority and recognizes that some changes in ramp configurations have been requested by the City of Irving which should be considered to the extent possible given financial restraints and accepted engineering design criteria.

SECTION IV. Dallas County requests that the North Texas Tollway Authority provide amenities for the State Highway 161 Tollway project similar to those provided on the State Highway 190 section of the President George Bush Turnpike.

DONE IN OPEN COURT this the 13th day of January, 1998.



Lee F. Jackson, County Judge



Jim Jackson, District 1



Mike Cantrell, District 2



John Wiley Price, District 3



Kenneth A. Mayfield, District 4

Schedule 2
Specific "Delivered Materials"

The following list of project data created and/or assembled by TxDOT is requested for use by the Authority and its consultants for the development of the Western Extension. TxDOT is not required to produce information that is not reasonably available or is not pertinent to the SH161/IH635 project.

Electronic Data

- Microstation reference graphics files
- Microstation TxDOT cell libraries used in the development of the SH161 design
- Word Perfect (V5.1/5.2/6.0), or other available format(s), files of General Notes, Special Provisions and Special Specifications
- Standard Drawings District and/or Statewide
- Geopak Design Database (English Units)
- Microstation "Seed" files

Hardcopy Data

- Design notes and calculations for roadway hydrologic, storm sewers, culverts, drainage, structural and utility adjustments
- Correspondence and contracts with municipalities, utility operators, property owners, and other concerning environmental, design, review and construction
- Right-of-way maps, plats, legal descriptions, conveyance documents, and title policies
- Geotechnical investigations, analysis and recommendations
- As-built plans for the completed portions of SH161
- As-built plans for IH635 from MacArthur Boulevard to Luna Rd.
- Listing of existing guide signs for SH161 and IH635 from Freeport Parkway to IH35E

Exhibit A

DESCRIPTION OF THE PROPERTY INTERESTS

North Texas Turnpike Authority Parcel NTTA 1

COMMENCING at a point northwest of S.H. 161 centerline station 894+31.68, said point being the POINT OF BEGINNING;

THENCE North 31 degrees 50 minutes 45 seconds East, a distance of 338.74 feet at 247.00 feet northwest of centerline station 897+70;

THENCE North 34 degrees 43 minutes 20 seconds East, a distance of 1266.33 feet to the point of curvature of a tangent curve, at a distance of 247.00 feet northwest of centerline station 910+36.33, convex to the right, having a radius of 5681.58 feet and a central angle of 05 degrees 16 minutes 11 seconds, and a chord of 522.37 feet bearing North 37 degrees 21 minutes 26 seconds East;

THENCE northeasterly along said curve, a distance of 522.56 feet at 222.99 feet northwest of centerline station 915+58.15;

THENCE North 39 degrees 59 minutes 31 seconds East, a distance of 507.03 feet to the point of curvature of a tangent curve, at a distance of 176.42 feet northwest of centerline station 920+63.04, convex to the left, having a radius of 5777.58 feet and a central angle of 05 degrees 16 minutes 11 seconds, and a chord of 531.20 feet bearing North 37 degrees 21 minutes 26 seconds East;

THENCE northeasterly along said curve, a distance of 531.39 feet at 152.00 feet northwest of centerline station 925+93.67;

THENCE North 34 degrees 43 minutes 20 seconds East, a distance of 692.81 feet to the point of curvature of a tangent curve, at a distance of 152.00 feet northwest of centerline station 932+86.48, convex to the right, having a radius of 5681.58 feet and a central angle of 08 degrees 35 minutes 56 seconds, and a chord of 851.89 feet bearing North 39 degrees 01 minutes 19 seconds East;

THENCE northeasterly along said curve, a distance of 852.69 feet at 148.79 feet northwest of centerline station 941+17.49;

THENCE North 47 degrees 12 minutes 36 seconds East, a distance of 198.39 feet to the point of curvature of a tangent curve, at a distance of 137.43 feet northwest of centerline station 943+10.73, convex to the right, having a radius of 5669.58 feet and a central angle of 01 degrees 38 minutes 13 seconds, and a chord of 161.97 feet bearing North 46 degrees 08 minutes 22 seconds East;

THENCE northeasterly along said curve, a distance of 161.97 feet at 136.14 feet northwest of centerline station 944+68.93;

THENCE North 42 degrees 25 minutes 59 seconds East, a distance of 126.77 feet at 146.44 feet northwest of centerline station 948+92.23;

THENCE North 46 degrees 57 minutes 27 seconds East, a distance of 227.21 feet to the point of curvature of a tangent curve, at a distance of 153.80 feet northwest of centerline station 948+13.54, to the left, having a radius of 3867.72 feet and a central angle of 07 degrees 39 minutes 23 seconds, and a chord of 516.46 feet bearing North 43 degrees 07 minutes 45 seconds East;

THENCE xerly along said curve, a distance of 516.84 feet at 233.03 feet northwest of centerline station 953+15.17;

THENCE North 39 degrees 18 minutes 05 seconds East, a distance of 139.84 feet to the point of curvature of a tangent curve, at a distance of 265.60 feet northwest of centerline station 954+51.17, convex to the right, having a radius of 2816.79 feet and a central angle of 15 degrees 02 minutes 39 seconds, and a chord of 737.48 feet bearing North 46 degrees 49 minutes 24 seconds East;

THENCE northeasterly along said curve, a distance of 739.61 feet, to the point of curvature of a tangent curve, at 342.02 feet northwest of centerline station 961+84.68, convex to the right, having a radius of 1384.39 feet and a central angle of 17 degrees 12 minutes 00 seconds, and a chord of 414.03 feet bearing North 62 degrees 56 minutes 44 seconds East;

THENCE northeasterly along said curve, a distance of 415.59 feet at 268.88 feet northwest of centerline station 965+92.20;

THENCE North 71 degrees 32 minutes 44 seconds East, a distance of 143.77 feet to the point of curvature of a tangent curve, at a distance of 222.61 feet northwest of centerline station 967+28.32, convex to the left, having a radius of 1480.39 feet and a central angle of 18 degrees 46 minutes 06 seconds, and a chord of 482.77 feet bearing North 62 degrees 09 minutes 41 seconds East;

THENCE northwesterly along said curve, a distance of 484.93 feet at 143.84 feet northwest of centerline station 972+04.62;

THENCE North 52 degrees 46 minutes 38 seconds East, a distance of 50.88 feet to the point of curvature of a tangent curve, at a distance of 143.84 feet northwest of centerline station 972+55.51, convex to the right, having a radius of 70.00 feet and a central angle of 69 degrees 59 minutes 14 seconds, and a chord of 80.29 feet bearing North 87 degrees 46 minutes 15 seconds East;

THENCE northeasterly along said curve, a distance of 85.51 feet at 97.79 feet northwest of centerline station 973+21.27;

THENCE South 57 degrees 14 minutes 19seconds East, a distance of 183.58 feet to the point of curvature of a tangent curve, at a distance of 74.71 feet southeast of centerline station 973+84.09, convex to the right, having a radius of 30.00 feet and a central angle of 109 degrees 29 minutes 33 seconds, and a chord of 49.00 feet bearing South 02 degrees 29 minutes 33 seconds East;

THENCE northeasterly along said curve, a distance of 57.33 feet, to the point of curvature of a tangent curve, at 114.98 feet southeast of centerline station 973+56.18, convex to the left, having a radius of 1492.39 feet and a central angle of 11 degrees 50 minutes 14 seconds, and a chord of 307.78 feet bearing South 46 degrees 19 minutes 44 seconds West;

THENCE southwesterly along said curve, a distance of 308.33 feet at 149.51 feet southeast of centerline station 970+50.34;

THENCE South 32 degrees 45 minutes 51 seconds West, a distance of 137.29 feet at 196.48 feet southeast of centerline station 969+21.34;

THENCE South 35 degrees 08 minutes 12 seconds West, a distance of 174.68 feet to the point of curvature of a tangent curve, at a distance of 249.40 feet southeast of centerline station 967+54.87, convex to the right, having a radius of 1861.86 feet and a central angle of 33 degrees 12 minutes 39 seconds, and a chord of 1064.16 feet bearing South 51 degrees 44 minutes 32 seconds West;

THENCE southwesterly along said curve, a distance of 1079.21 feet at 268.51 feet southeast of centerline station 956+90.88;

THENCE South 68 degrees 20 minutes 52 seconds West, a distance of 292.78 feet to the point of curvature of a tangent curve, at a distance of 189.89 feet x of centerline station 954+08.85, convex to the left, having a radius of 1575.89 feet and a central angle of 18 degrees 38 minutes 15 seconds, and a chord of 510.36 feet bearing South 59 degrees 01 minutes 44 seconds West;

THENCE southwesterly along said curve, a distance of 512.61 feet, to the point of curvature of a tangent curve, at 130.79 feet southeast of centerline station 948+96.89, convex to the left, having a radius of 5777.58 feet and a central angle of 06 degrees 28 minutes 00 seconds, and a chord of 651.74 feet bearing South 46 degrees 28 minutes 37 seconds West;

THENCE southwesterly along said curve, a distance of 652.09 feet at 141.48 feet southeast of centerline station 942+29.00;

THENCE South 52 degrees 31 minutes 55 seconds West, a distance of 71.67 feet to the point of curvature of a tangent curve, at a distance of 130.50 feet southeast of centerline station 941+56.45, convex to the left, having a radius of 5789.58 feet and a central angle of 01 degrees 48 minutes 00 seconds, and a chord of 181.88 feet bearing South 41 degrees 38 minutes 37 seconds West;

THENCE southwesterly along said curve, a distance of 181.88 feet at 132.96 feet southeast of centerline station 939+70.30;

THENCE South 34 degrees 29 minutes 10 seconds West, a distance of 121.72 feet to the point of curvature of a tangent curve, at a distance of 146.49 feet southeast of centerline station 938+46.31, convex to the left, having a radius of 5777.58 feet and a central angle of 04 degrees 49 minutes 16 seconds, and a chord of 486.02 feet bearing South 37 degrees 07 minutes 58 seconds West;

THENCE southwesterly along said curve, a distance of 486.16 feet at 151.76 feet southeast of centerline station 933+47.18;

THENCE South 34 degrees 43 minutes 20 seconds West, a distance of 845.47 feet to the point of curvature of a tangent curve, at a distance of 152.00 feet southeast of centerline station 925+00.29, convex to the left, having a radius of 5777.58 feet and a central angle of 04 degrees 00 minutes 15 seconds, and a chord of 403.69 feet bearing South 32 degrees 43 minutes 13 seconds West;

THENCE southwesterly along said curve, a distance of 403.77 feet at 166.10 feet southeast of centerline station 920+96.84;

THENCE South 30 degrees 43 minutes 05 seconds West, a distance of 601.86 feet to the point of curvature of a tangent curve, at a distance of 946.13 feet southeast of centerline station 914+96.45, convex to the right, having a radius of 5681.58 feet and a central angle of 04 degrees 00 minutes 15 seconds, and a chord of 396.99 feet bearing South 32 degrees 43 minutes 13 seconds West;

THENCE southwesterly along said curve, a distance of 397.07 feet at 222.00 feet southeast of centerline station 910+99.71;

THENCE South 34 degrees 43 minutes 20 seconds West, a distance of 2345.46 feet at 222.00 feet southeast of centerline station 887+54.25;

THENCE South 69 degrees 42 minutes 37 seconds West, a distance of 47.50 feet at 176.00 feet southeast of centerline station 887+42.42;

THENCE South 00 degrees 51 minutes 35 seconds East, a distance of 728.64 feet at 230.00 feet southeast of centerline station 893+47.46;

THENCE South 34 degrees 43 minutes 20 seconds East, a distance of 84.22 feet to the POINT OF BEGINNING; said described tract containing 77.9174 acres (3,394,081 square feet), more or less.

North Texas Turnpike Authority Parcel NTTA and TxDOT Common 1

COMMENCING at a point 114.98 feet southeast of S.H. 161 centerline station 973+56.18, said point being the POINT OF BEGINNING;

THENCE North 02 degrees 29 minutes 33 seconds West, a distance of 49.00 feet at 74.71 feet southeast of centerline station 973+84.09;

THENCE North 57 degrees 14 minutes 19 seconds West, a distance of 183.58 feet at 97.79 feet northwest of centerline station 973+21.27;

THENCE South 87 degrees 46 minutes 15 seconds West, a distance of 80.29 feet at 143.84 feet northwest of centerline station 972+55.51;

THENCE North 52 degrees 46 minutes 38 seconds East, a distance of 763.45 feet at 143.76 feet northwest of centerline station 980+18.95;

THENCE North 61 degrees 26 minutes 11 seconds East, a distance of 75.00 feet at 132.46 feet northwest of centerline station 980+93.09;

THENCE North 51 degrees 23 minutes 00 seconds East, a distance of 40.46 feet at 133.44 feet northwest of centerline station 981+33.54;

THENCE South 03 degrees 04 minutes 27 seconds East, a distance of 48.64 feet at 93.19 feet northwest of centerline station 981+06.23;

THENCE South 57 degrees 14 minutes 19 seconds East, a distance of 185.70 feet at 81.30 feet southeast of centerline station 981+69.78;

THENCE North 87 degrees 46 minutes 56 seconds East, a distance of 80.27 feet at 127.47 feet southeast of centerline station 982+34.95;

THENCE South 52 degrees 48 minutes 01 seconds West, a distance of 804.70 feet at 126.94 feet southeast of centerline station 974+30.82;

THENCE South 61 degrees 52 minutes 50 seconds West, a distance of 75.60 feet to the POINT OF BEGINNING; said described tract containing 4.9552 acres (215,850 square feet), more or less.

North Texas Turnpike Authority Parcel NTTA 2

COMMENCING at a point 133.44 feet northwest of S.H. 161 centerline station 981+33.54, said point being the POINT OF BEGINNING;

THENCE North 50 degrees 51 minutes 19 seconds East, a distance of 110.43 feet at 136.97 feet northwest of centerline station 982+44.63;

THENCE North 46 degrees 15 minutes 45 seconds East, a distance of 150.48 feet at 152.25 feet northwest of centerline station 983+96.25;

THENCE North 50 degrees 50 minutes 11 seconds East, a distance of 957.27 feet to the point of curvature of a tangent curve, at a distance of 163.76 feet northwest of centerline station 993+53.95, convex to the right, having a radius of 5681.58 feet and a central angle of 02 degrees 50 minutes 45 seconds, and a chord of 282.18 feet bearing North 52 degrees 15 minutes 34 seconds East;

THENCE northeasterly along said curve, a distance of 282.21 feet at 160.13 feet northwest of centerline station 996+36.11;

THENCE North 53 degrees 40 minutes 56 seconds East, a distance of 785.17 feet to the point of curvature of a tangent curve, at a distance of 130.53 feet northwest of centerline station 1004+20.72, concave to the left, having a radius of 11,507.16 feet and a central angle of 00 degrees 55 minutes 13 seconds, and a chord of 184.84 feet bearing North 53 degrees 13 minutes 20 seconds East;

THENCE northeasterly along said curve, a distance of 184.84 feet at 125.05 feet northwest of centerline station 1006+05.48;

THENCE North 52 degrees 45 minutes 43 seconds East, a distance of 897.02 feet to the point of curvature of a tangent curve, at a distance of 105.64 feet northwest of centerline station 1015+02.29, concave to the left, having a radius of 3,867.72 feet and a central angle of 03 degrees 23 minutes 37 seconds, and a chord of 229.06 feet bearing North 51 degrees 03 minutes 54 seconds East;

THENCE northeasterly along said curve, a distance of 229.09 feet at 107.46 feet northwest of centerline station 1017+31.34;

THENCE North 49 degrees 22 minutes 06 seconds East, a distance of 474.86 feet to the point of curvature of a tangent curve, at a distance of 125.31 feet northwest of centerline station 1022+05.86, convex to the right, having a radius of 5,681.58 feet and a central angle of 01 degrees 54 minutes 18 seconds, and a chord of 188.89 feet bearing North 50 degrees 19 minutes 14 seconds East;

THENCE northeasterly along said curve, a distance of 188.89 feet at 129.27 feet northwest of centerline station 1023+94.71;

THENCE North 51 degrees 16 minutes 23 seconds East, a distance of 550.28 feet at 131.66 feet northwest of centerline station 1029+44.98;

THENCE North 53 degrees 33 minutes 49 seconds East, a distance of 250.20 feet at 122.75 feet northwest of centerline station 1031+95.02;

THENCE North 51 degrees 16 minutes 23 seconds East, a distance of 200.00 feet at 123.62 feet northwest of centerline station 1033+95.02;

THENCE North 46 degrees 30 minutes 34 seconds East, a distance of 120.42 feet at 134.14 feet northwest of centerline station 1035+14.98;

THENCE North 51 degrees 16 minutes 23 seconds East, a distance of 1,094.53 feet to the point of curvature of a tangent curve, at a distance of 142.45 feet northwest of centerline station 1046+06.00, convex to the right, having a radius of 7,591.44 feet and a central angle of 13 degrees 02 minutes 41 seconds, and a chord of 1,724.65 feet bearing North 57 degrees 47 minutes 44 seconds East;

THENCE northeasterly along said curve, a distance of 1,728.38 feet at 175.22 feet northwest of centerline station 1062+96.17;

THENCE North 64 degrees 19 minutes 04 seconds East, a distance of 732.00 feet to the point of curvature of a tangent curve, at a distance of 250.57 feet northwest of centerline station 1069+98.76, convex to the right, having a radius of 904.93 feet and a central angle of 30 degrees 04 minutes 04 seconds, and a chord of 469.46 feet bearing North 79 degrees 19 minutes 03 seconds East;

THENCE northeasterly along said curve, a distance of 474.89 feet at 223.01 feet northwest of centerline station 1074+49.00;

THENCE South 85 degrees 40 minutes 56 seconds East, a distance of 231.47 feet at 162.92 feet northwest of centerline station 1076+65.30;

THENCE South 53 degrees 48 minutes 27 seconds East, a distance of 120.00 feet at 77.43 feet northwest of centerline station 1077+47.79;

THENCE South 01 degrees 07 minutes 50 seconds West, a distance of 302.56 feet at 220.33 feet southeast of centerline station 1076+93.36;

THENCE South 52 degrees 33 minutes 31 seconds West, a distance of 120.00 feet at 275.77 feet southeast of centerline station 1075+82.16;

THENCE South 77 degrees 36 minutes 42 seconds West, a distance of 65.50 feet at 277.57 feet southeast of centerline station 1075+13.38;

THENCE South 73 degrees 47 minutes 52 seconds West, a distance of 150.33 feet to the point of curvature of a tangent curve, at a distance of 288.72 feet southeast of centerline station 1073+55.69, concave to the left, having a radius of 3,867.72 feet and a central angle of 10 degrees 37 minutes 51 seconds, and a chord of 716.60 feet bearing South 77 degrees 36 minutes 42 seconds West;

THENCE southwesterly along said curve, a distance of 717.63 feet at 237.67 feet southeast of centerline station 1066+06.11;

THENCE South 64 degrees 11 minutes 36 seconds West, a distance of 1,795.08 feet at 131.80 feet southeast of centerline station 1047+53.81;

THENCE South 50 degrees 46 minutes 30 seconds West, a distance of 1,854.16 feet to the point of curvature of a tangent curve, at a distance of 163.99 feet southeast of centerline station 1028+94.75, convex to the right, having a radius of 5,681.58 feet and a central angle of 00 degrees 54 minutes 05 seconds, and a chord of 89.37 feet bearing South 51 degrees 13 minutes 33 seconds West;

THENCE southwesterly along said curve, a distance of 89.38 feet at 164.46 feet southeast of centerline station 1028+05.38;

THENCE South 65 degrees 32 minutes 44 seconds West, a distance of 50.96 feet to the point of curvature of a tangent curve, at a distance of 152.11 feet southeast of centerline station 1027+55.94, convex to the right, having a radius of 5,729.58 feet and a central angle of 00 degrees 55 minutes 37 seconds, and a chord of 92.70 feet bearing South 52 degrees 38 minutes 41 seconds West;

THENCE southwesterly along said curve, a distance of 92.70 feet at 150.29 feet southeast of centerline station 1026+63.26;

THENCE South 49 degrees 13 minutes 11 seconds West, a distance of 176.73 feet at 157.39 feet southeast of centerline station 1024+86.67;

THENCE South 53 degrees 06 minutes 47 seconds West, a distance of 1,376.49 feet to the point of curvature of a tangent curve, at a distance of 119.17 feet southeast of centerline station 1011+10.71, concave to the left, having a radius of 5,777.58 feet and a central angle of 02 degrees 35 minutes 08 seconds, and a chord of 260.69 feet bearing South 51 degrees 49 minutes 13 seconds West;

THENCE southwesterly along said curve, a distance of 260.71 feet at 117.81 feet southeast of centerline station 1008+50.02;

THENCE South 50 degrees 31 minutes 40 seconds West, a distance of 1,434.52 feet to the point of curvature of a tangent curve, at a distance of 142.70 feet southeast of centerline station 994+15.72, convex to the right, having a radius of 5,681.58 feet and a central angle of 04 degrees 24 minutes 03 seconds, and a chord of 436.28 feet bearing South 52 degrees 43 minutes 41 seconds West;

THENCE southwesterly along said curve, a distance of 436.38 feet at 133.52 feet southeast of centerline station 989+79.54;

THENCE South 54 degrees 55 minutes 42 seconds West, a distance of 229.08 feet to the point of curvature of a tangent curve, at a distance of 119.91 feet southeast of centerline station 987+50.86, concave to the left, having a radius of 1,957.86 feet and a central angle of 05 degrees 55 minutes 57 seconds, and a chord of 202.63 feet bearing South 51 degrees 57 minutes 44 seconds West;

THENCE southwesterly along said curve, a distance of 202.72 feet at 118.35 feet southeast of centerline station 985+48.24;

THENCE South 48 degrees 59 minutes 45 seconds West, a distance of 123.54 feet to the point of curvature of a tangent curve, at a distance of 123.80 feet southeast of centerline station 984+24.91, convex to the right, having a radius of 2,816.79 feet and a central angle of 03 degrees 48 minutes 16 seconds, and a chord of 187.00 feet bearing South 50 degrees 53 minutes 53 seconds West;

THENCE southwesterly along said curve, a distance of 187.03 feet at 127.49 feet southeast of centerline station 982+39.97;

THENCE South 52 degrees 48 minutes 01 seconds West, a distance of 5.08 feet at 127.47 feet southeast of centerline station 982+34.95;

THENCE South 87 degrees 46 minutes 56 seconds West, a distance of 80.27 feet at 81.30 feet southeast of centerline station 981+69.78;

THENCE North 57 degrees 14 minutes 19 seconds West, a distance of 185.70 feet at 93.19 feet northwest of centerline station 981+06.23;

THENCE North 03 degrees 04 minutes 27 seconds West, a distance of 48.64 feet to the POINT OF BEGINNING; said described tract containing 70.4801 acres (3,070,115 square feet), more or less.

Exhibit A

DESCRIPTION OF THE PROPERTY INTERESTS

[Oversized and colored depictions of the property
described in the preceding metes and bounds descriptions
have been removed prior to copying.]

Exhibit B

**DEPICTION OF PORTIONS OF WESTERN EXTENSION THAT
TXDOT CONSTRUCTS
(THE "SEPARATE STRUCTURES")**

[Oversized and colored depiction of the Separate Structures
has been removed prior to copying.]

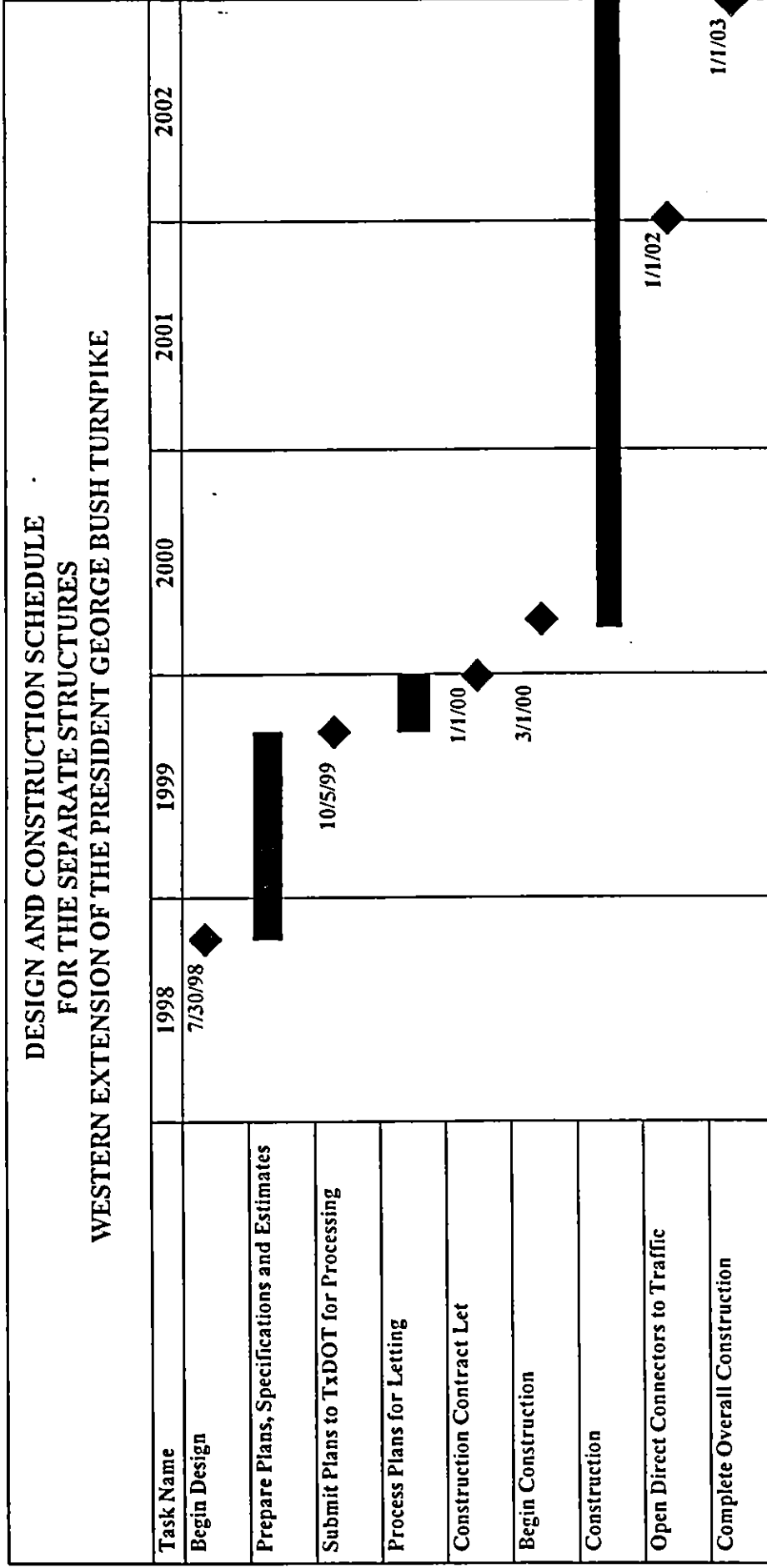


Exhibit C

DESIGN AND CONSTRUCTION SCHEDULE FOR
THE SEPARATE STRUCTURES

Exhibit D

**DEPICTION OF TOLLED VS. NON-TOLLED FEATURES OF THE
SEPARATE STRUCTURES**

[Oversized and colored depiction of
Tolled vs. Non-Tolled Features of the Separate Structures
has been removed prior to copying.]

**PRESIDENT GEORGE BUSH TURNPIKE - SEGMENT V
SUMMARY OF ESTIMATED INTERCHANGE COSTS**

	TOLL RELATED		NON - TOLL INTERCHANGE	MacArthur Overpass	Las Colinas Overpass	NON TOLL TOTALS	PROJECT TOTALS
	NB ML	SB ML					
<u>ROADWAY</u>							
PAVEMENT, SUBGRADE, CURB, ETC	\$ 156,096	\$ 158,298	\$ 1,094,550	\$ 197,697	\$ 197,697	\$ 1,489,944	\$ 1,804,338
EARTHWORK, DRAINAGE							
<u>STRUCTURES</u>							
BRIDGES	\$ 5,338,305	\$ 8,413,364	\$ 16,423,736	\$ 1,936,032	\$ 1,257,552	\$ 19,617,320	\$ 33,368,989
RETAINING WALLS			\$ 1,273,995			\$ 1,273,995	\$ 1,273,995
NOISE WALLS							
<u>MISC.</u>							
ILLUMINATION, SIGNING, STRIPING	\$ 167,715	\$ 250,922	\$ 651,781			\$ 651,781	\$ 1,070,418
TOLL COLLECTION EQUIPMENT							
TOLL PLAZAS, BLDG, LANDSCAPING							
UTILITY RELOCATIONS							
MOBILIZATION	\$ 212,329	\$ 330,847	\$ 729,153	\$ 80,015	\$ 54,572	\$ 863,740	\$ 1,406,916
<u>SUB TOTAL CONSTRUCTION</u>	\$ 5,874,445	\$ 9,153,431	\$ 20,173,215	\$ 2,213,744	\$ 1,509,821	\$ 23,896,780	\$ 38,924,656
CONTINGENCIES (10%)	\$ 587,445	\$ 915,343	\$ 2,017,322	\$ 221,374	\$ 150,982	\$ 2,389,678	\$ 3,892,466
<u>TOTAL CONSTRUCTION COST</u>	\$ 6,461,890	\$ 10,068,774	\$ 22,190,537	\$ 2,435,118	\$ 1,660,803	\$ 26,286,458	\$ 42,817,122
<u>PS&E DESIGN</u>							
CONSTRUCTION MGMT (4.25%)	\$ 338,194	\$ 525,793	\$ 1,165,216	\$ 79,711	\$ 53,669	\$ 1,298,596	\$ 2,162,583
CONSTRUCTION MAT. TESTING (1.5%)	\$ 274,630	\$ 427,923	\$ 943,098	\$ 103,493	\$ 70,584	\$ 1,117,174	\$ 1,819,728
	\$ 96,928	\$ 151,032	\$ 332,858	\$ 36,527	\$ 24,912	\$ 394,297	\$ 642,257
<u>TOTAL PROJECT COST</u>	\$ 7,171,642	\$ 11,173,522	\$ 24,631,708	\$ 2,654,849	\$ 1,809,968	\$ 29,096,525	\$ 47,441,689

Exhibit E

**ESTIMATED DESIGN AND CONSTRUCTION
COSTS FOR THE SEPARATE STRUCTURES**