

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

1. TTA shall include within its plans the plans, specifications, estimates, contract documents and engineer's drawings necessary to the construction of an underpass to carry the Tollway under Belt Line Road at its intersection therewith.

2. ADDISON agrees to pay to TTA the total sum of Two Million One Hundred Thirty Four Thousand and no/100 (\$2,134,000.00) Dollars cash in six (6) equal installments, with the first of such installments to be paid at the end of twelve (12) months after the date of which TTA delivers its bonds to finance the Project and each of the other five (5) installments to be paid at the end of each successive six-month period thereafter until said amount has been fully paid.

3. It is understood that immediately upon execution of this Agreement TTA will proceed with its plans and specifications in accordance herewith and that it will incur expenses in so doing. If TTA does not sell and deliver its bonds prior to July 1, 1983, for construction of said underpass, then ADDISON shall have the option to terminate this Agreement by giving written notice to TTA. Prior to the delivery of Revenue Bonds to finance construction of the intersection, this contract may be cancelled without penalty by TTA by written notice to ADDISON that TTA has abandoned the construction of the Project. After the delivery of bonds for financing the underpass, each party shall be entitled to specific performance of the other party's obligation hereunder.

4. The terms of this Agreement shall not be construed to create a partnership, joint venture or any other form of association for the purpose of performing any obligation undertaken by execution

of this Agreement or for any other purposes.

5. TTA does hereby agree to indemnify and save harmless ADDISON from liability, claims, demands, damages and costs caused by the negligence of TTA in the construction of the Project.

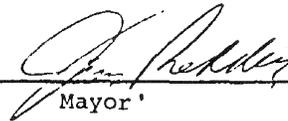
6. This Agreement does not affect any negotiation by TTA with property owners for curb cuts and other design details, rights-of-way or easements.

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

EXECUTED the day and year first above written.

CITY OF ADDISON, TEXAS

By


Mayor

TEXAS TURNPIKE AUTHORITY

By


Chairman

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

BY 

DATE August 12, 1982