

EXHIBIT A

**PRESIDENT GEORGE BUSH TURNPIKE
SIGNALIZATION, MAINTENANCE AND REDESIGN AGREEMENT
FOR SEGMENT III OF THE BUSH TURNPIKE
THE CITY OF CARROLLTON**

Turnpike Lanes, Service Roads Entrance and Exit Ramps and Toll Plazas

[see following pages]

SIGNALIZATION, MAINTENANCE AND REDESIGN AGREEMENT
FOR SEGMENT III OF THE BUSH TURNPIKE

(DNT 309)

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SIGNALIZATION, MAINTENANCE AND REDESIGN AGREEMENT
FOR SEGMENT III OF THE BUSH TURNPIKE
(DNT 309)

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS AGREEMENT, by and between the NORTH TEXAS TOLLWAY AUTHORITY, a regional tollway authority and a political subdivision of the State of Texas, hereinafter identified as the "Authority," and the CITY OF CARROLLTON, a Texas municipal corporation, hereinafter identified as the "City," is to be effective as of the ~~21st~~ day of ~~January, 1998~~ *August, 2000.* *8th AB*

WITNESSETH

WHEREAS, the Authority constructs, operates, maintains, and periodically improves and modifies toll turnpike projects in certain counties in North-Central Texas, all in conformance with the provisions of Chapter 366, Texas Transportation Code, as amended, (the "Regional Tollway Authority Act"); and

WHEREAS, the Authority proposes to design, construct, and operate the President George Bush Turnpike, hereinafter referred to as the "Turnpike," following the planned route of SH190 from its eastern terminus at IH30 in eastern Dallas County to its western terminus at West Belt Line Road in Irving, with a portion of the Turnpike being situated within the municipal limits of the City, all in conformance with the terms of: (i) a Trust Agreement dated as of July 1, 1989, as supplemented by seven (7) Supplemental Trust Agreements, pertaining to the issuance of Texas Turnpike Authority Dallas North Tollway System Revenue Bonds, Series 1995 and

1998 (President George Bush Turnpike), to pay a portion of the costs of the construction of the Turnpike, and (ii) the provisions of the Regional Tollway Authority Act, said Turnpike being designed, constructed and operated as an extension and enlargement of the "Dallas North Tollway System;" and

WHEREAS, the Authority has retained HNTB Corporation to serve as general consulting engineer for the Turnpike, said HNTB Corporation being hereinafter called the "Consulting Engineer" (with that term being further defined in the Trust Agreement) to represent and assist the Authority in the planning, design, review and coordination of the design and construction phases of the Turnpike; and

WHEREAS, the Authority has retained the engineering firms of Boyle Engineering Corporation, Sverdrup Civil, Inc., Huitt-Zollars, Inc., Carter & Burgess, Inc. and Aguirre, Inc. (said firms being hereinafter collectively referred to as "Design Engineers") to prepare plans and specifications for the construction of the Turnpike (the "Turnpike Plans"), which will provide for the construction of toll lanes, approaches, interchanges, ramps, toll facilities, bridges, buildings and the modification of existing pavement and structures, all to be operated and maintained by the Authority; and

WHEREAS, the Authority has retained the firm and Brown and Root, Inc., (hereinafter called the "Construction Manager") to provide the Authority with complete and comprehensive construction management engineering services as to the construction of the Turnpike; and

WHEREAS, the Authority has designed and constructed service roads, eastbound and westbound along the Turnpike route and within the north and south Turnpike right-of-way limits within the City as shown on Exhibit A (the "Service Roads"): and

WHEREAS, the City has requested that the Authority provide traffic signalization systems at the hereinafter specified intersections of City streets intersecting with the Turnpike within the City, all in the manner more specifically set forth herein; and

WHEREAS, the Authority has requested that the City acknowledge that the Authority has no responsibility for the operation, maintenance, regulation and public safety functions along the westbound and eastbound Service Roads and situated within the municipal limits of the City, all in conformance with this Agreement; and

WHEREAS, the City has requested that the Authority agree to modify the existing design for the Turnpike and the Turnpike Plans to incorporate changes to three (3) bridges, certain Service Roads, and Deerfield Drive, and the Authority is willing to make those modifications but only upon the terms hereinafter set forth; and

WHEREAS, the City has requested that the Authority provide for the replacement of an existing water line in connection with the Authority's construction of the Turnpike, with the resulting cost to be reimbursed by the City; and

WHEREAS, the City is a Texas home rule municipal corporation with all of the authority and powers related thereto as prescribed by the laws of the State of Texas; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governmental entities to contract with one another to perform governmental functions and services under the terms thereof, and the Authority and the City have determined that mutual benefits and advantages can be obtained by formalizing their agreement as to the design, construction, maintenance and operation of the Turnpike Lanes (as hereinafter defined) and certain City streets over and under said Turnpike Lanes, including, but not limited to, certain agreements concerning the installation and subsequent operation and

maintenance of traffic signalization equipment within the municipal limits of the City, as well as their agreement regarding the design changes and water line replacement work requested by the City; and

WHEREAS, notwithstanding that portions of both Segment III and IV of the Turnpike are situated within the municipal limits of the City, this Agreement shall apply only to Segment III, provided that the parties intend to amend this Agreement or execute a new agreement for Segment IV on substantially identical terms once design for Segment IV has been completed and all necessary approvals, clearances and permits have been received.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the Authority and the City agree as follows:

ARTICLE I SIGNALIZATION

A. The Signalization Work.

The Authority shall provide for the design, preparation and issuance of construction plans and specifications, the taking of bids, the awarding of contracts and purchase orders, and shall install and test (or cause the same to be done) traffic signalization systems at the City street intersections with the Turnpike Lanes and Service Roads described on Exhibit B attached hereto and made a part hereof (all said work being hereinafter called the "Signalization Work"). The Signalization Work shall include the Authority's purchase from the City and installation of the controllers, inductive loop vehicle detectors, controller cabinets, opticom discriminator modules and detectors, and ornamented pole tops and bases, all as described, and in the quantities and for

the prices set forth, on Exhibit B. The City represents and warrants that the foregoing equipment is in good and functioning condition. Prior to the letting of construction contracts related to the Authority's performance of this Agreement, the parties agreed that the City would review and approve in writing all such plans and specifications prepared for the Signalization Work. As of the execution date of this Agreement, the City acknowledges that it has completed said review and approved the signal layout at each of the five (5) affected intersections as depicted on Exhibit C attached hereto and made a part hereof.

B. Operation and Maintenance of Completed Signalization System.

Upon completion of the Signalization Work, the City agrees to operate and maintain the described traffic signalization systems at no cost to the Authority and to assume the responsibility for provision of all electrical power required for signal operations, including that required during construction and test periods.

C. No Signalization Responsibility for the Authority.

The Authority's rights and obligations contained in this Agreement shall in no way impose upon or create for the Authority any responsibility for (i) the proper operation of traffic signalization along the Turnpike corridor within the City boundaries, or (ii) the police enforcement required for securing compliance with the traffic signals described in this Agreement.

D. Safety Responsibility During The Signalization Work.

The Authority, through its contractor(s), shall provide flagmen, construction barricades, lights, warning signs, detours and other safety devices during the Authority's performance of the Signalization Work as reasonably necessary. The flagmen shall be utilized, and all safety devices shall be installed and maintained, in accordance with the "Texas Manual on Uniform Traffic Control Devices" adopted by the Texas Transportation Commission pursuant to Section

544.001, et seq., of the Texas Transportation Code. Requirements for these safety devices shall be included in the plans for the Signalization Work, and costs resulting from those requirements shall be paid by the Authority as provided in this Agreement.

ARTICLE II MAINTENANCE AGREEMENT

A. Summary of Terms and Limits of Maintenance Agreement for Segment III.

As referenced previously in this Agreement, the Authority has designed and constructed eastbound and westbound Service Roads through portions of the Turnpike right-of-way situated within the City's municipal limits. The eastbound Service Road is situated on the south side of the Turnpike between the eastbound Turnpike toll lanes and the south Turnpike right-of-way limits. The westbound Service Road is situated on the north side of the Turnpike between the westbound Turnpike toll lanes and the north Turnpike right-of-way limits. Said eastbound and westbound Turnpike toll lanes are hereinafter referred to as the "Turnpike Lanes". Generally, the Authority shall be responsible for the operation, maintenance, policing, regulation and repair of the Turnpike Lanes, and the Authority and the City anticipate that the Texas Department of Transportation ("TxDOT") shall be responsible for the operation, maintenance, policing, regulation and repair of the Service Roads, all as more specifically set forth in this Article II. and as depicted in Exhibit A attached hereto. The City shall operate, maintain, police, regulate and repair any City streets over and under the Turnpike Lanes. The maintenance provisions of this Agreement shall apply to those portions of the Turnpike Lanes, adjoining Service Roads and/or rights-of-way comprising Segment III of the Turnpike and situated within the City's municipal limits, said area being more particularly described by the following:

From Turnpike Centerline Station 9+89.52, said Turnpike Centerline Station also being the point of intersection of the Turnpike centerline with the centerline of IH35-E, to Turnpike Centerline Station 220+00, said Turnpike Centerline Station

also being the point of intersection of the Turnpike centerline with the centerline of Old Mill Road.

At the conclusion of construction of the Turnpike, the Authority and TxDOT will prepare metes and bounds legal descriptions for the segment of the Turnpike between SH78 and IH35, inclusive of that portion of Segment III situated between Turnpike Centerline Station 9+89.52 and Turnpike Centerline Station 220+00, which metes and bounds legal descriptions will describe what will become Authority right-of-way and TxDOT right-of-way. To clarify the term "right-of-way" for its use in this Agreement, the right-of-way which the Authority and TxDOT have acquired in fee or by easement is more particularly defined and described as follows:

WB Service Road Area - That portion within the Turnpike right-of-way limits in which the westbound Service Road is constructed and operated between the northern Turnpike right-of-way limit and a right-of-way line to be established by the Authority and TxDOT between the south curb of the westbound Service Road and the Turnpike Lanes.

EB Service Road Area - That portion within the Turnpike right-of-way limits in which the eastbound Service Road is constructed and operated between the southern Turnpike right-of-way limit and a right-of-way line to be established by the Authority and TxDOT between the north curb of the eastbound Service Road and the Turnpike Lanes.

Turnpike Lanes Area - The right-of-way between the WB Service Road Area and the EB Service Road Area within which the Turnpike Lanes will be constructed, regulated, operated, and maintained.

Notwithstanding anything to the contrary contained in this Agreement, the WB Service Road Area and the EB Service Road Area shall extend from the east right-of-way line of the northbound service road of IH35-E to Turnpike Centerline Station 220+00. The parties anticipate that TxDOT shall maintain and be responsible for the IH35-E interchange and its

ramps and service roads, and neither the Authority nor the City shall have any obligations therefor under this Agreement.

B. Authority Responsibilities.

With respect to Segment III of the Turnpike, the City and the Authority acknowledge and agree that the Authority has the responsibility to:

(1) Maintain all Turnpike improvements, including but not limited to the performance of all mowing, snow/ice control, and the collection and removal of debris, within the limits of Turnpike Lanes Area between Turnpike Centerline Station 9+89.52 and Turnpike Centerline Station 220+00 as further depicted on Exhibit A attached hereto.

(2) Maintain all improvements constructed by the Authority as a part of the Turnpike on the following Turnpike Lane exit and entrance ramps within the limits from the Turnpike Lanes to the ramp gore nose at the Service Road depicted on Exhibit A attached hereto:

Entrance ramp from Old Denton Road to westbound Turnpike Lanes (ODR-W)

Exit ramp from eastbound Turnpike Lanes to Old Denton Road (W-ODR)

Entrance ramp from Old Denton Road to eastbound Turnpike Lanes (ODR-E)

Exit ramp from westbound Turnpike Lanes to Old Denton Road (E-ODR)

Entrance ramp from Josey Lane to westbound Turnpike Lanes (J-W)

Exit ramp from eastbound Turnpike Lanes to Josey Lane (W-J)

Exit ramp from westbound Turnpike Lanes to Josey Lane (E-J)

Entrance ramp from Josey Lane to eastbound Turnpike Lanes (J-E)

Exit ramp from eastbound Turnpike Lanes to Kelly Boulevard (W-K)

Entrance ramp from Kelly Boulevard to westbound Turnpike Lanes (K-W)

- (3) Repair and maintain all screen walls and retaining walls and similar structures within the limits of the Turnpike Lanes Area.
- (4) Maintain the fence and guardrail, if any, placed along and between the Turnpike Lanes and Service Roads used to protect ramp toll plazas within the limits of the City, as depicted on Exhibit A attached hereto.
- (5) Maintain all Turnpike illumination structures, including under-bridge luminaries, but specifically excluding all Service Road illumination and street intersection illumination.
- (6) Maintain complete bridge structures that carry the Turnpike Lanes over City streets.
- (7) Maintain structural bridge components carrying City streets over the Turnpike Lanes.
- (8) Maintain all Turnpike trailblazers, "Left Lane Must Enter Turnpike", "No Pedestrians, Bicycles or Motor Driven Cycles", and similar signs regarding the Turnpike within the municipal limits of the City.
- (9) License, permit, and regulate utility construction and maintenance along and across the Turnpike Lanes.

The Authority acknowledges and agrees that the City shall have no responsibility or obligation to operate, maintain, police, regulate and provide public safety functions for the Turnpike Lanes.

C. City/TxDOT Responsibilities.

With respect to Segment III of the Turnpike, the City and the Authority acknowledge and agree that the City has the responsibility to operate, maintain, police, regulate and provide public safety functions for City streets over and under the Turnpike Lanes (but not including the Turnpike Lanes), including the streets and bridges described in Section III.B. hereof, said responsibilities to include the following:

- (1) Repair and maintain all City streets over and under the Turnpike Lanes, including all traffic signal systems, luminaries and other illumination, structures, and foundations therefor.
- (2) Maintain and, as necessary, modify guardrail and fences, if any, along City streets crossing over and under the Turnpike as depicted in Exhibit A.
- (3) Maintain and, as necessary, modify or supplement all traffic regulatory and directional signs and all pavement traffic markings on City streets over and under the Turnpike, except Turnpike trailblazers, "Left Lane Must Enter Turnpike", "No Pedestrians, Bicycles or Motor Driven Cycles", and similar signs regarding the Turnpike.
- (4) Furnish all policing, sweeping, flushing, snow/ice control services, and other public safety services on City streets crossing over and under the Turnpike.
- (5) License, permit, and regulate all driveway and street connections to City streets.

The City and the Authority hereby acknowledge and agree that the Authority's maintenance obligations are limited solely to the Turnpike Lanes as specifically provided in Section II.B. and that the Authority shall have no responsibility or obligation to operate, maintain, police, regulate and provide public safety functions for (1) City streets over and under the Turnpike Lanes, to be maintained by the City pursuant to this Section II.C., or (2) the Service Roads situated within the

municipal limits of the City. The City agrees to comply with its maintenance obligations under any agreement that it subsequently makes with TxDOT regarding the Service Roads, the WB Service Road Area, or the EB Service Road Area.

D. Future Amendment or Agreement.

As noted in the Recitals to this Agreement, portions of both Segments III and IV of the Turnpike are situated within the municipal limits of the City. Because design is incomplete for Segment IV, the maintenance provisions of this Agreement apply only to Segment III. Once design for Segment IV is complete and all necessary approvals, clearances and permits have been obtained by the Authority, the Authority and the City agree either (i) to amend this Agreement to apply to Segment IV or (ii) to execute a new agreement applicable to Segment IV on substantially identical terms as contained herein.

**ARTICLE III
DESIGN CHANGES AND REPLACEMENT WORK; SHARING OF COSTS**

A. Design Changes and Replacement Work, Generally.

The City requested and the Authority agreed to modify the existing design for the Turnpike within the City's municipal limits with respect to (i) three (3) bridges, City cross streets that intersect the Turnpike, and adjoining Service Roads (the "Bridges/Cross Street Revisions") and (ii) Deerfield Drive and the westbound Service Road to be constructed parallel thereto between St. Albans Drive and Elk Grove Road (the "Deerfield Revisions"). Additionally, the City requested and the Authority agreed to replace an existing water line located in a portion of the Turnpike right-of-way within the municipal limits of the City (the "Water Line Replacement"). For and in consideration of the Authority's agreement to modify the Turnpike design and to construct the Bridges/Cross Street Revisions, and the Deerfield Revisions, and the

Water Line Replacement, the City has agreed to share certain costs as described in Sections III.D. through F. below, and to reimburse certain costs set forth in Section III.I. below.

B. Bridges/Cross Street Revisions.

The Authority shall cause the original design for the Turnpike and the Turnpike Plans to be revised by the Design Engineers to incorporate the following modifications at the referenced locations:

- (1) The Old Denton Road bridge shall be widened to provide for dual left turns for both northbound and southbound Old Denton Road. Both eastbound and westbound Service Roads will be widened by one lane to accommodate protected left turn bays at Old Denton Road.
- (2) The Josey Lane bridge shall be widened to provide for dual left turns for both northbound and southbound Josey Lane to the Service Roads. The westbound Service Road will be widened to accommodate a protected left turn bay onto southbound Josey Lane
- (3) The westbound Service Road at Scott Mill Road will be widened to accommodate a protected left turn bay onto southbound Scott Mill Road.
- (4) The Kelly Boulevard bridge shall be widened to accommodate dual left turn movements onto the westbound Service Road. The westbound Service Road will be widened to provide a protected left turn bay for southbound Kelly Boulevard.

The Bridges/Cross Street Revisions are further described and depicted on Exhibit D attached hereto.

C. Deerfield Revisions.

The Authority shall cause the existing design for the Turnpike and the Turnpike Plans to be revised by the Design Engineers to incorporate the following modifications to Deerfield Drive and the parallel westbound Service Road between St. Albans Drive and Elk Grove Road:

- (1) The westbound Service Road shall be shifted to the south, closer to the Turnpike Lanes, so as to leave Deerfield Drive between Elk Grove Road and Innsbruck Road as a local road serving twenty-seven (27) existing homes.
- (2) Deerfield Drive shall be left in its current location, except that the Authority shall provide for the removal and replacement of an eight foot (8.0') strip of pavement along its south side, and a parkway shall be placed between the westbound Service Road and Deerfield Drive. The westbound Service Road shall be designed without driveways and local access will be permitted through Scott Mill Road.
- (3) Inlets will be added along Deerfield Drive, several retaining walls shall be revised along the Turnpike Lanes and a screen wall shall be placed between Deerfield Drive and the westbound Service Road.
- (4) Turnpike Ramp E-J shall be realigned to meet the new location of the westbound Service Road.
- (5) The westbound Service Road at ramp K-W shall be widened from two through lanes to three through lanes, and ramp K-W shall be realigned to accommodate those changes.

The Deerfield Revisions are further described and depicted on Exhibit E attached hereto.

D. Sharing of Revisions Costs, Generally.

The Authority and the City shall share on an equal (50%/50%) basis all additional design and construction costs resulting from the Bridges/Cross Street Revisions and the Deerfield Revisions, subject to a \$750,000.00 cap on the City's share of the Deerfield Revisions costs. The Bridges/Cross Street Revisions costs are set forth on Exhibit F attached hereto and the Deerfield Revisions costs are set forth on Exhibit G attached hereto.

E. City's Share of Bridges/Cross Street Revisions Costs.

The City requested and the Authority agreed to provide a credit to the City against its obligation to pay its equal share of the Bridges/Cross Street Revisions costs in return for the City's agreement never to request the construction by the Authority of certain screen walls within the City's municipal limits. For and in consideration of the Authority providing said credit against said costs, the City agrees that it shall never request, either directly or indirectly, that the Authority fund or construct the screen walls depicted on Exhibit H attached hereto, said walls being generally denoted as Walls 181L, 212R and 212L. The estimated cost to construct the three (3) screen walls depicted on Exhibit H was \$1.6 million. As of the execution date of this Agreement, the cost of the Bridges/Cross Street Revisions is \$1,528,240.00. Consequently, the \$1.6 million credit to the City exceeds its equal share of the Bridges/Cross Street Revisions costs. No portion of that credit shall be applied to the City's other reimbursement obligations under this Agreement. Further, the City agrees that it promptly shall reimburse the Authority for the design and construction costs of the three (3) described screen walls if the Authority, after providing the credit referenced above, is later required by any party to construct all or any portion of the screen walls depicted on Exhibit H for any reason whatsoever.

F. City's Share of Deerfield Revisions Costs.

The City requested and the Authority agreed to provide a credit to the City against Deerfield Revisions costs if certain screen walls originally designated as Walls 140L and 154L and now as Walls 141L and 154L were not constructed. Insofar as the affected landowners voted to support the construction of those screen walls, no credit is owed the City against Deerfield Revisions costs. The City shall pay the Authority \$750,000.00, said amount being the City's maximum share of the Deerfield Revisions costs, computed using the amount set forth on Exhibit G, promptly upon final execution of this Agreement

G. Public Involvement.

All public meetings or hearings required as a result of the design changes described in this Article III shall be jointly hosted and led by the City and the Authority. TxDOT officials also shall be encouraged to participate in those meetings and hearings. The residents affected by the Deerfield Revisions shall be notified and informed thereof by the City, and the Authority shall provide all material or personnel required to brief those residents on those design changes. Any future public meetings involving the Turnpike within the City's municipal limits will be conducted with the City's support and involvement, working in full cooperation with the Authority toward expediting completion of the Turnpike.

H. Approval of Design.

Once the design of the Turnpike has been revised to incorporate the Bridges/Cross Street Revisions and the Deerfield Revisions, the City acknowledges and agrees that the design and alignment of the Turnpike as it extends through the City's municipal limits is fully acceptable to the City in all material respects.

I. Water Line Replacement.

Pursuant to its October 26, 1998 letter to the Authority, the City requested that the Authority provide for the replacement of an existing cast iron water line in connection with the construction of the Turnpike, with resulting costs to be reimbursed by the City. Specifically, the Authority has provided for the installation of approximately 606 linear feet of twelve inch (12") PVC water line connecting two proposed water lines, all as depicted on Exhibit I attached hereto and made a part hereof. The City shall pay the Authority \$36,540.00, said amount being the City's required reimbursement computed as shown on Exhibit J attached hereto and made a part hereof, promptly upon final execution of this Agreement. The City shall maintain and operate the new water line and the Authority shall have no responsibilities or obligations therefor.

J. Summary of Owed Amounts.

A summary of all amounts owed by or to the City or the Authority in connection with the Signalization Work, the Bridges/Cross Street Revisions, Deerfield Revisions, and the Water Line Replacement is set forth on Exhibit K attached hereto and made a part hereof. The City shall offset its payment obligation in connection with the Deerfield Revisions and Water Line Replacement costs (a total of \$786,540.00) by the cost of the City equipment installed on behalf of and purchased by the Authority as part of its Signalization Work responsibilities (\$97,150.00). The City shall pay the balance (\$689,390.00) to the Authority promptly upon final execution of this Agreement.

**ARTICLE IV
MISCELLANEOUS PROVISIONS**

A. Definition of "Maintenance",

For the purposes of this Agreement, "maintenance" shall mean the repair, replacement and/or correction, as appropriate, of defective conditions of materials, equipment or property in

accordance with the safety, design, and construction standards of, and all as determined by, the party responsible for said maintenance. "Maintain" and other variants of the word "maintenance" shall be similarly defined.

B. Nonapplicability of Certain City Codes.

The City acknowledges and agrees that the Authority is not subject to the various zoning, building and development codes promulgated and enforced by the City with respect to the Authority's activities within "Turnpike Lanes Area" defined in Section II.A. hereof as the right-of-way within which the Turnpike Lanes, ramps and toll plazas will be constructed, regulated, operated, and maintained. Further, the City shall not charge the Authority any development, impact, license, zoning, permit, building or construction fees of any kind with respect to the Turnpike. The City, when requested by the Authority, will make available electricity, water and sanitary sewer service to the Authority's facilities constructed in connection with the Turnpike that are within the City's municipal limits. The City shall invoice the Authority only for the Authority's actual usage of said utilities at such standard rates as the City applies to other governmental entities, and the Authority shall promptly pay all invoices submitted therefor by the City.

C. No Liability.

Nothing in this Agreement shall be construed to place any liability on either the City, the Authority, the Consulting Engineer, Construction Manager or Design Engineers or any liability on any of the Authority's or City's respective employees, agents, servants, directors or officers for personal injury or property damage arising out of the City's operation, policing, regulation, maintenance or repair of City streets over and under the Turnpike Lanes. Furthermore it is not the intent of this Agreement to impose upon the City or the Authority any liability for injury to persons or damage to property arising out of any construction unrelated to the terms of this

Agreement undertaken by any contractor employed or engaged by the Authority or the City. Nothing herein shall be construed as a waiver of any rights which may be asserted by either party hereto, including the defense of governmental immunity.

D. 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, partnership or joint venture between the City and the Authority.

E. Notices.

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given (i) when delivered in hand, (ii) one (1) business day after being deposited with a reputable overnight air courier service, or (iii) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and, in all events, addressed as follows:

In the case of the City:

City of Carrollton
Attn: Mr. Gary Jackson
City Manager
1945 East Jackson Road
P. O. Box 110535
Carrollton, Texas 75011-0535

In the case of the Authority:

North Texas Tollway Authority
Attn: Executive Director
3015 Raleigh Street
P.O. Box 190369
Dallas, Texas 75219-0369

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

F. **Successors and Assigns.**

This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors. Other than as provided in the preceding sentence, neither the City nor the Authority shall assign, sublet, or transfer their respective interests in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

G. **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.

H. **Written Amendments.**

Any change in the 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 City and the Authority.

I. **Limitations.**

All covenants and obligations of the City 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 the City or the Authority shall have any personal obligations or liability hereunder.

J. Sole Benefit.

This Agreement is entered into for the sole benefit of the City 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.

K. Authorization.

This Agreement is entered into subject to the provisions of the City's charter and the ordinances of the City and all applicable state and federal laws and the applicable regulations of administrative agencies with jurisdiction over the subject matter of this Agreement. 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. Each signatory on behalf of the City and the Authority, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

L. Venue.

The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas, and exclusive venue for any legal actions arising hereunder shall be in Dallas County, Texas.

M. **Interpretation.**

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

N. **Waiver.**

No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

O. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no representations, understandings, or agreements relative hereto which are not fully expressed in this Agreement.

P. **Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and shall constitute one single agreement between the parties.

Q. **Headings.**

The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

R. **Billboards.**

The Authority agrees that, with respect to billboards or similar outdoor signs within the Turnpike right-of-way, it will follow the policy, expressed in the Authority's Resolution No.

98-048, dated July 24, 1998, to remove existing billboards and similar outdoor signs from purchased right-of-way and terminate existing billboard/sign leases to the greatest extent practical and permissible under applicable law, and further agrees that it will not allow billboards or similar outdoor signs on the Turnpike right-of-way in the future. The City and the Authority agree to cooperate with one another in the City's development of a regulatory policy governing existing and future billboards and similar outdoor signs outside the Turnpike right-of-way that would be within the view of the traveled portion of the facility. The intent of the parties under this subsection is to achieve a legal method to minimize or, if legally possible, to eliminate altogether the presence of billboards or similar outdoor signs that would or could be visible from the traveled portion of the Turnpike.

[End of Page]

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

ATTEST:

Pamela Schmidt
Pamela Schmidt, City Secretary



CITY OF CARROLLTON,
a Texas municipal corporation

By: Gary Jackson

Name: Gary Jackson
Title: City Manager

Date: 8/8, 2000

APPROVED AS TO FORM:

R. Clayton Hutchens
R. Clayton Hutchens,
City Attorney

APPROVED 8/8/2000 RESOLUTION 2349

ATTEST:

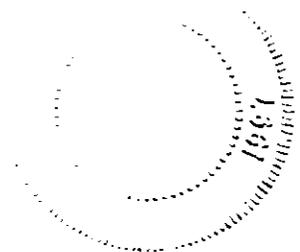
Ruby Franklin
Ruby Franklin, Secretary

NORTH TEXAS TOLLWAY AUTHORITY

By: Jerry Hiebert

Name: Jerry Hiebert
Title: Executive Director

Date: 08-08, 2000



30-MAY-2000

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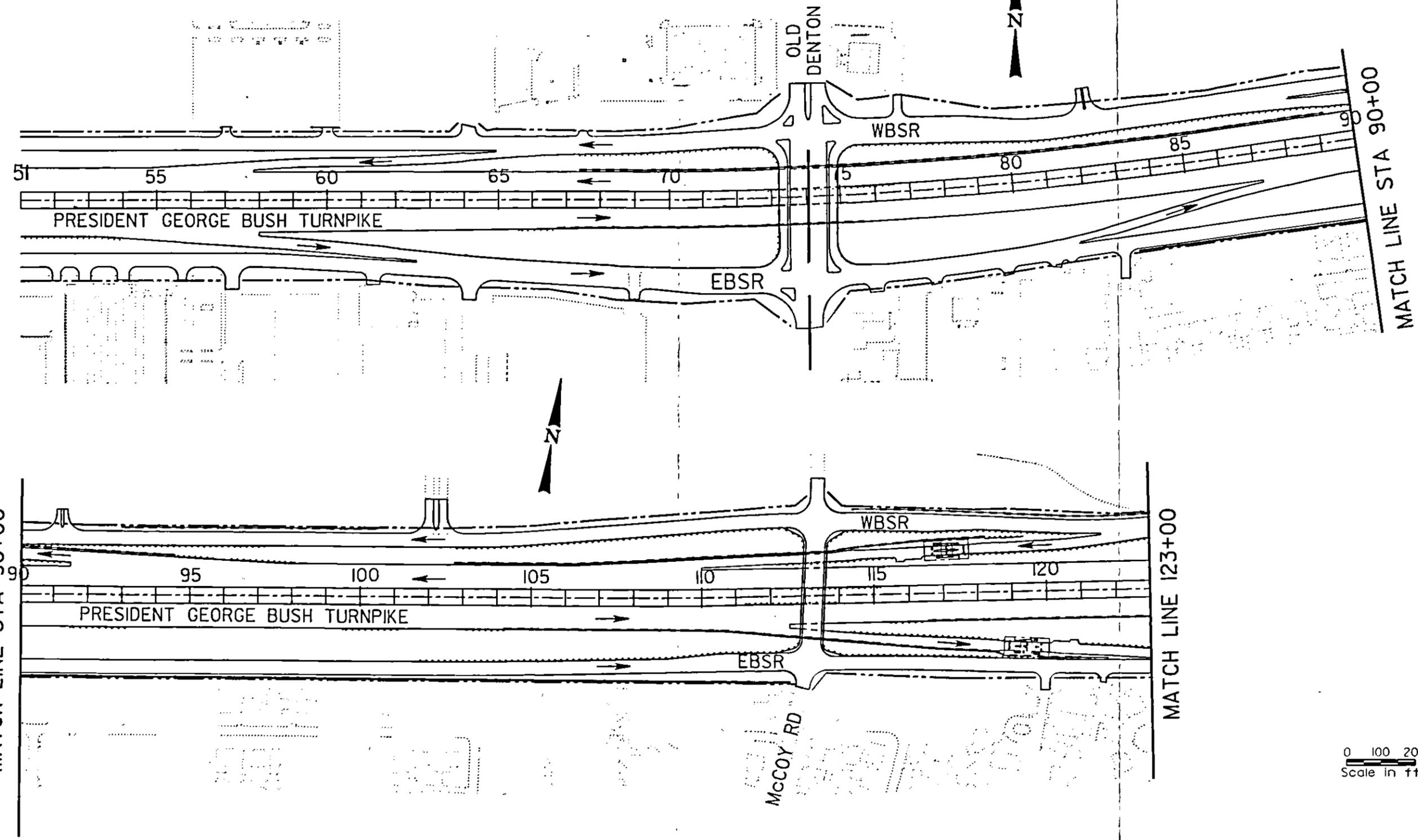
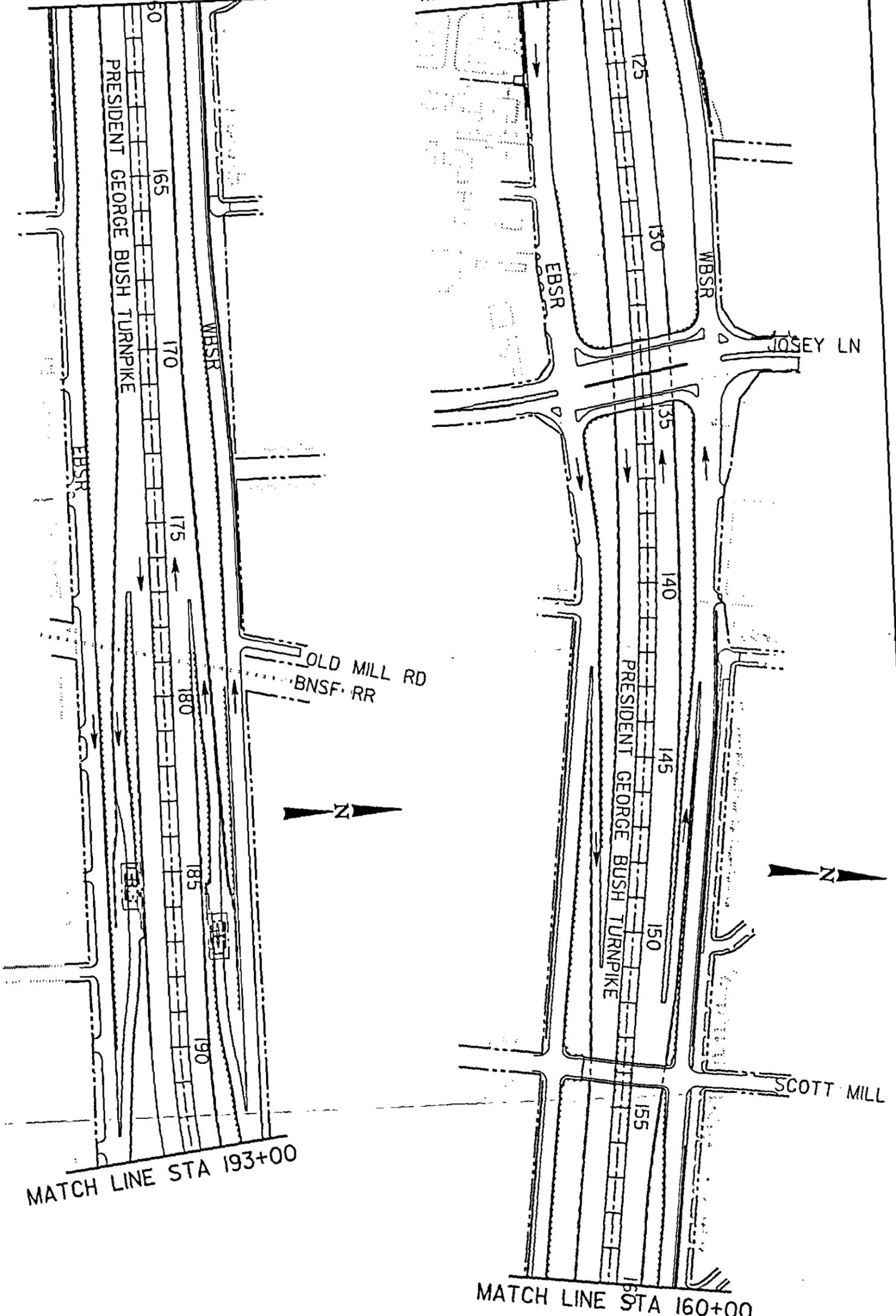




EXHIBIT A - PROJECT LOCATION MAP

MATCH LINE STA 160+00

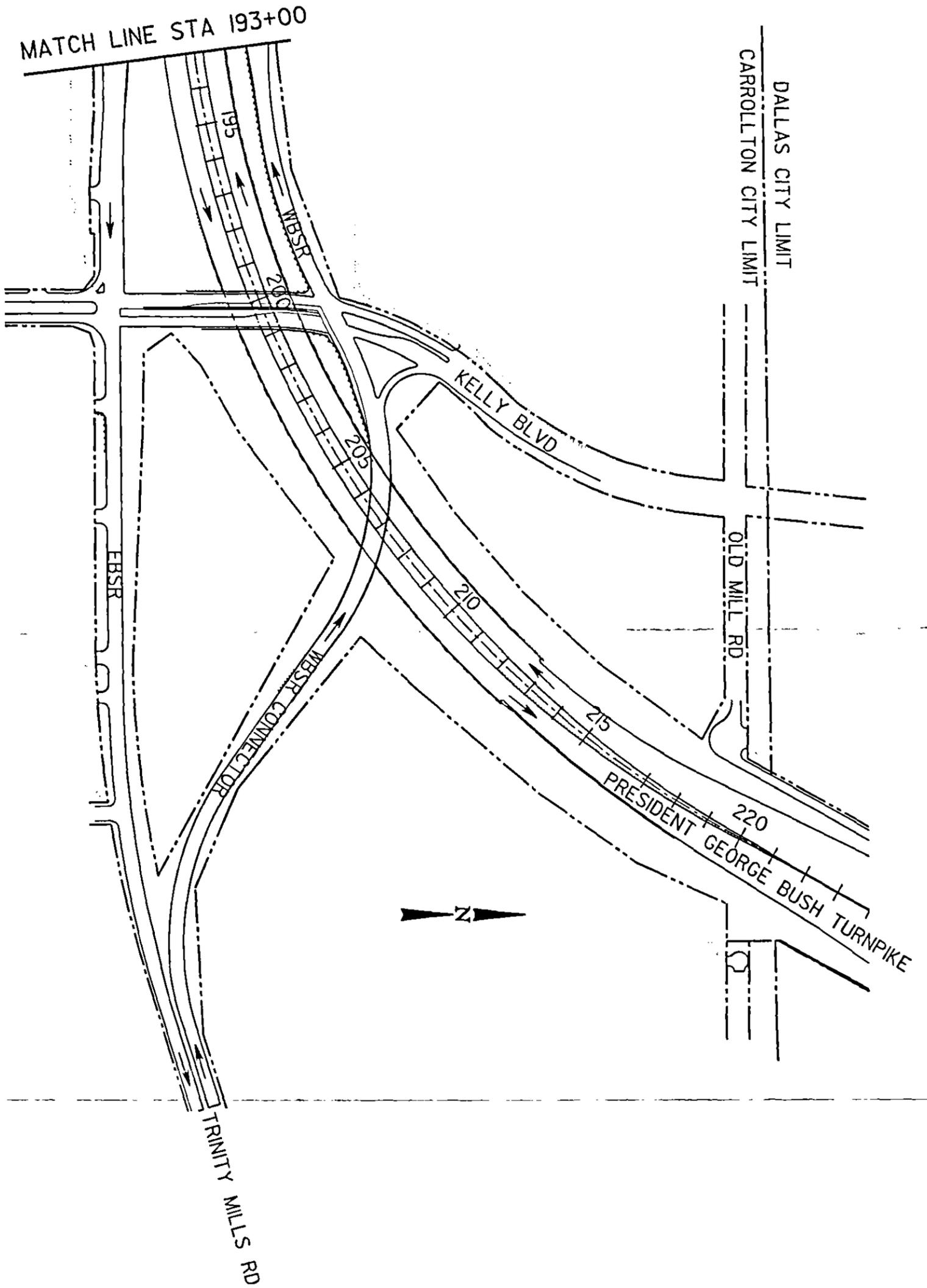
MATCH LINE STA 123+00



0 100 200
Scale in ft



EXHIBIT A - PROJECT LOCATION MAP



0 100 200
Scale in ft

EXHIBIT B

**PRESIDENT GEORGE BUSH TURNPIKE
SIGNALIZATION, MAINTENANCE AND REDESIGN AGREEMENT
FOR SEGMENT III OF THE BUSH TURNPIKE
FOR THE CITY OF CARROLLTON**

**Intersections Covered By The Signalization Agreement;
Equipment To Be Purchased By The Authority**

[see following page]

**NORTH TEXAS TOLLWAY AUTHORITY
PRESIDENT GEORGE BUSH TURNPIKE
INTERLOCAL AGREEMENT WITH CITY OF CARROLLTON**

Intersection	Controllers (EA)	Inductive Loop Vehicle Detectors (EA)	Power Supply for Controller Cabinets (EA)	Controller Cabinets (EA)	Opticom Discriminator Modules (EA)	Opticom Discriminator Detectors (EA)	Ornamented Pole Tops* (EA)	Ornamented Pole Bases* (EA)	Total	NTTA's Cost
Old Denton Rd, Section XXII (6 signal poles)	2	4	2	2	4	6	6	6	\$ 33,438	\$ 20,680
McCoy Rd, Section XXII (6 signal poles)	2	4	2	2	4	6	6	6	\$ 33,438	\$ 20,680
Josey Ln, Section XXI (6 signal poles)	2	4	2	2	4	6	6	6	\$ 33,438	\$ 20,680
Scott Mill Rd, Section XXI (6 signal poles)	1	2	1	1	2	4	6	6	\$ 20,384	\$ 14,430
Kelly Blvd, Section XXI (6 signal poles)	2	4	2	2	4	6	6	6	\$ 33,438	\$ 20,680
Total									\$ 154,136	\$ 97,150

Note: * These items will not be reimbursed due to aesthetic reason.
Equipment required to establish connection to the city's ATMS computer are included in the Controller Cabinet costs.

EXHIBIT C

**PRESIDENT GEORGE BUSH TURNPIKE
SIGNALIZATION, MAINTENANCE AND REDESIGN AGREEMENT
FOR SEGMENT III OF THE BUSH TURNPIKE
THE CITY OF CARROLLTON**

Signal Layout

[see following pages]

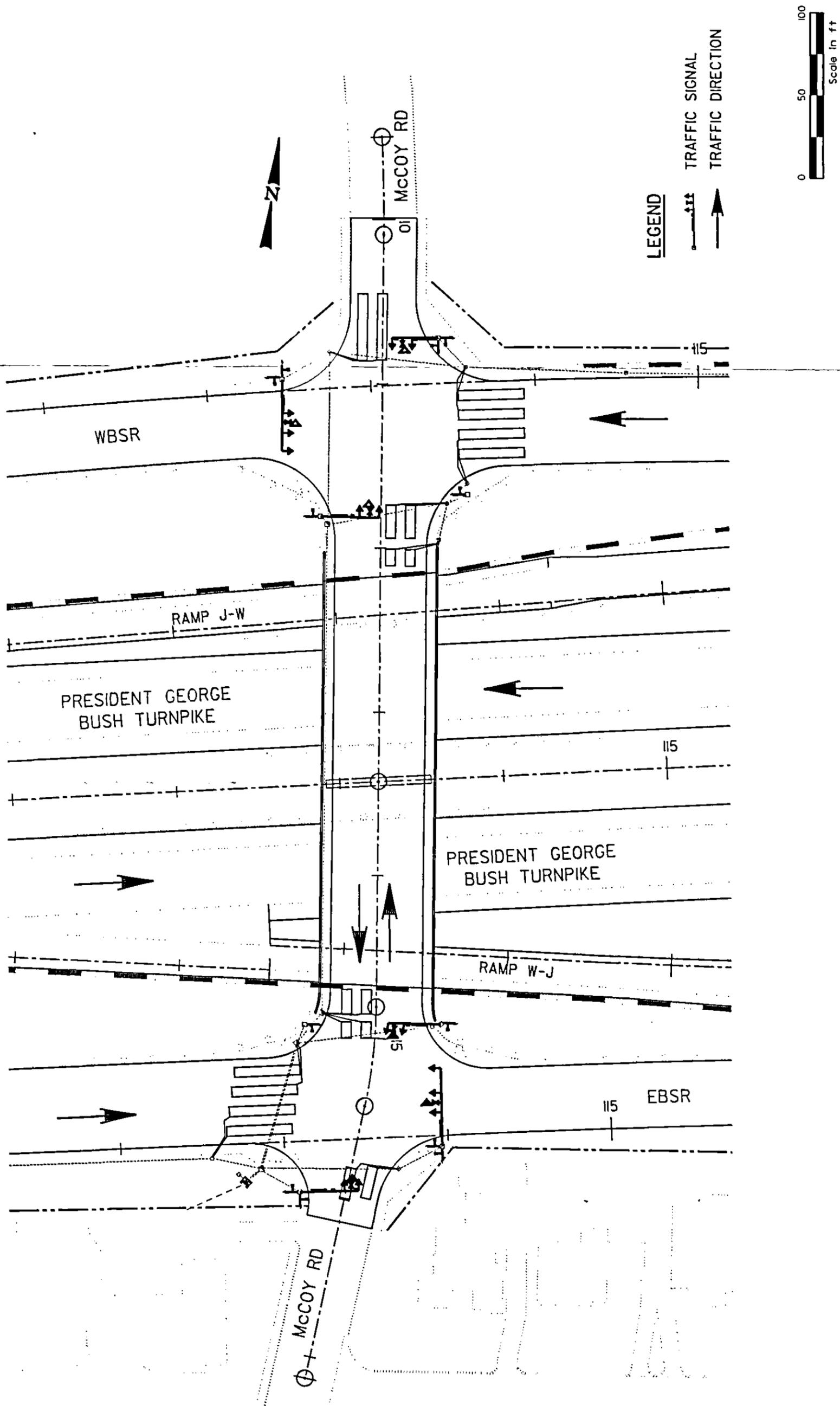
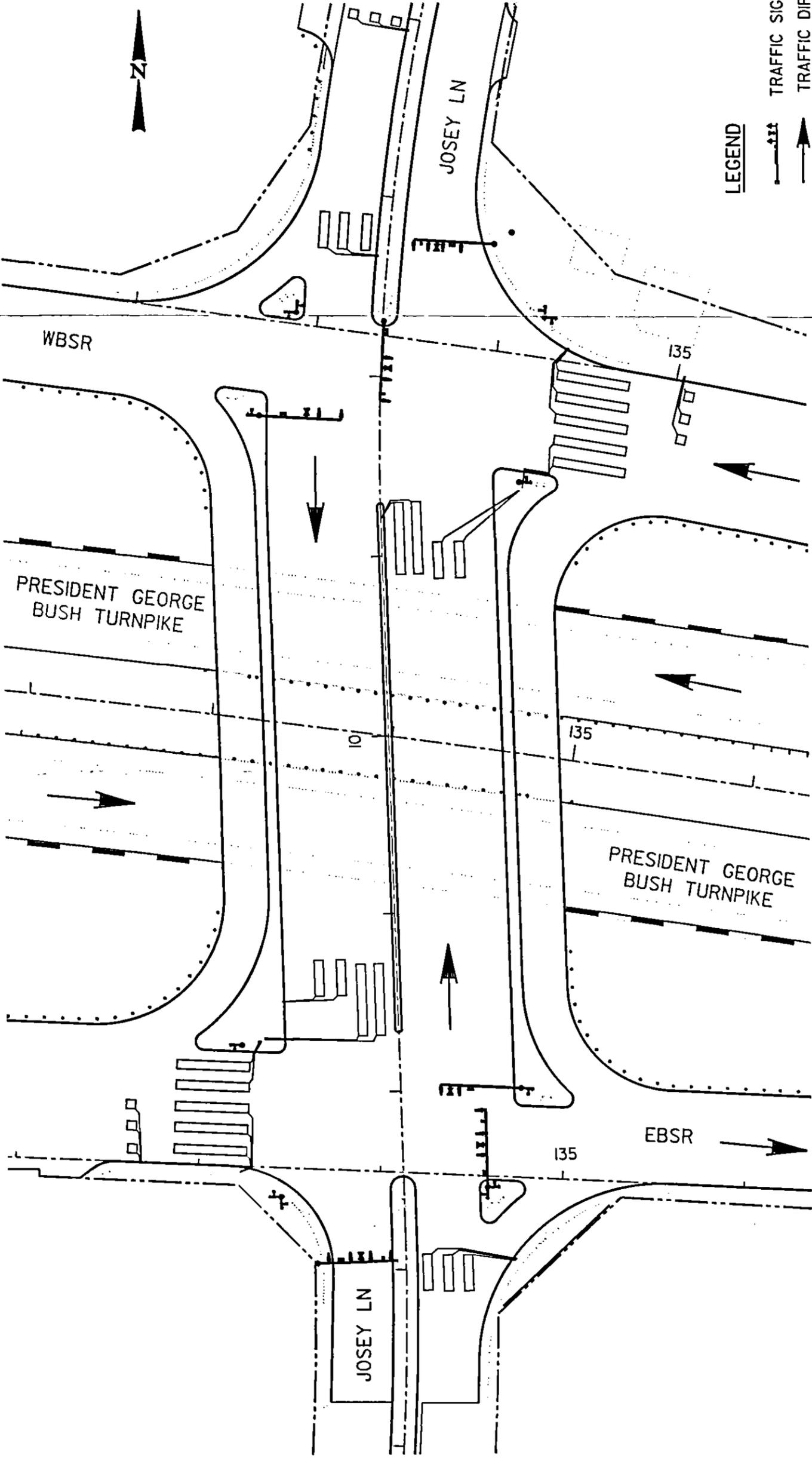


EXHIBIT C - SIGNAL LAYOUT AT MCCOY RD





LEGEND

-  TRAFFIC SIGNAL
-  TRAFFIC DIRECTION

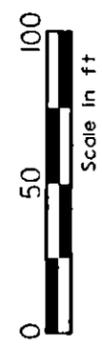
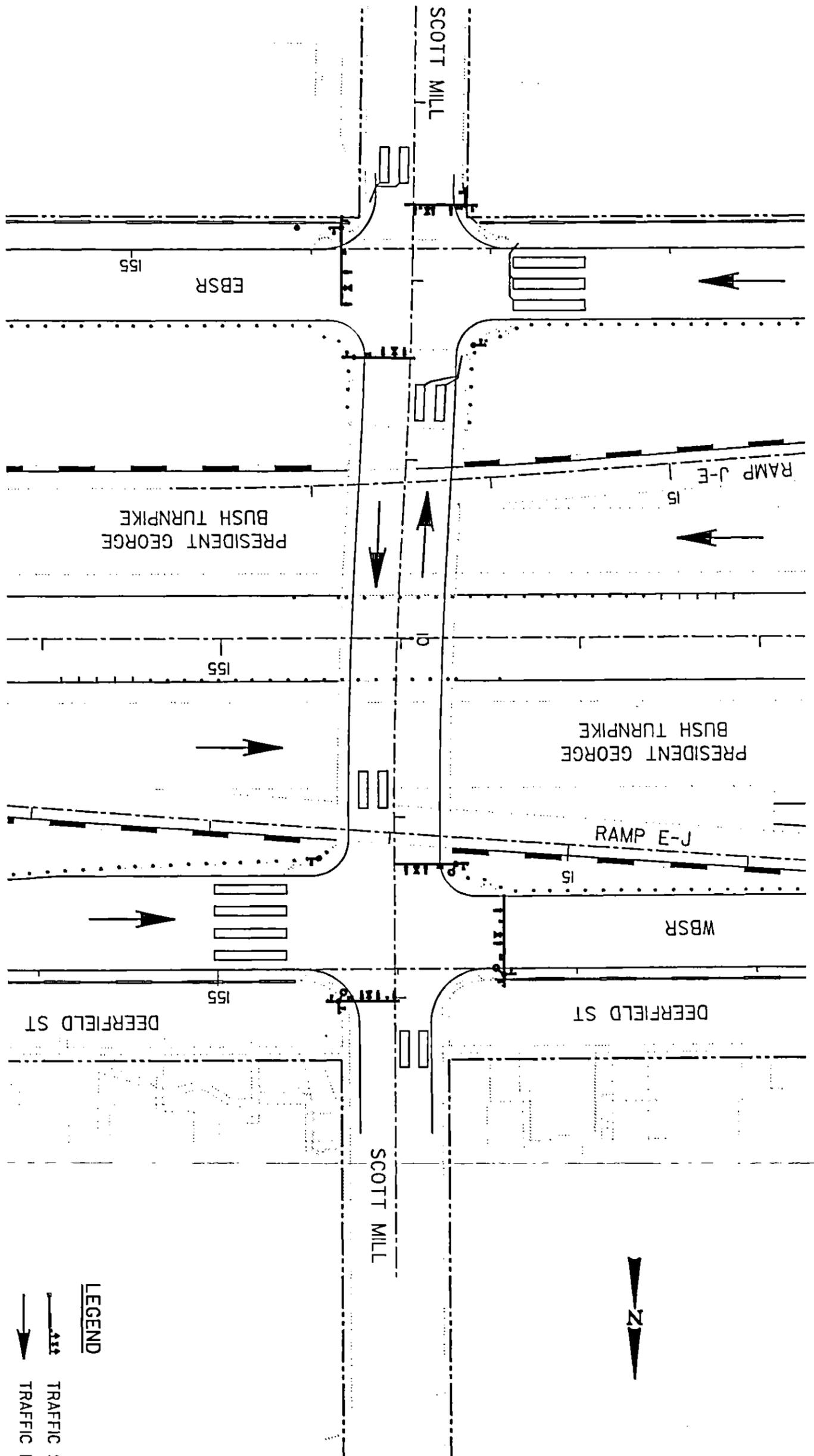




EXHIBIT C - SIGNAL LAYOUT AT SCOTT MILL RD



LEGEND

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-  TRAFFIC DIRECTION

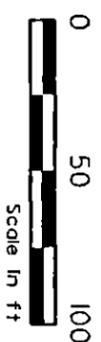


EXHIBIT C - SIGNAL LAYOUT AT KELLY BLVD



TRAFFIC SIGNAL
TRAFFIC DIRECTION

LEGEND

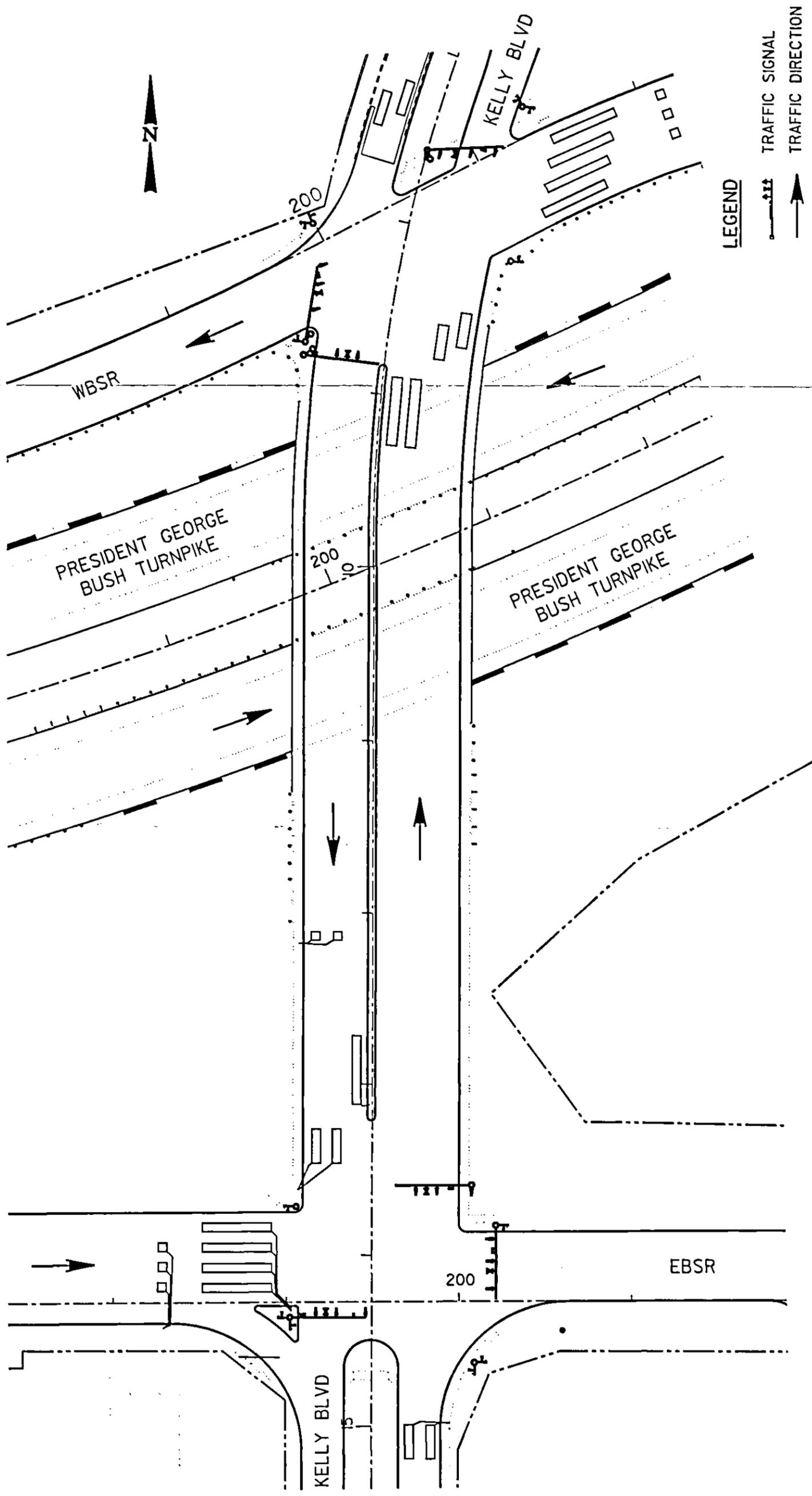


EXHIBIT D

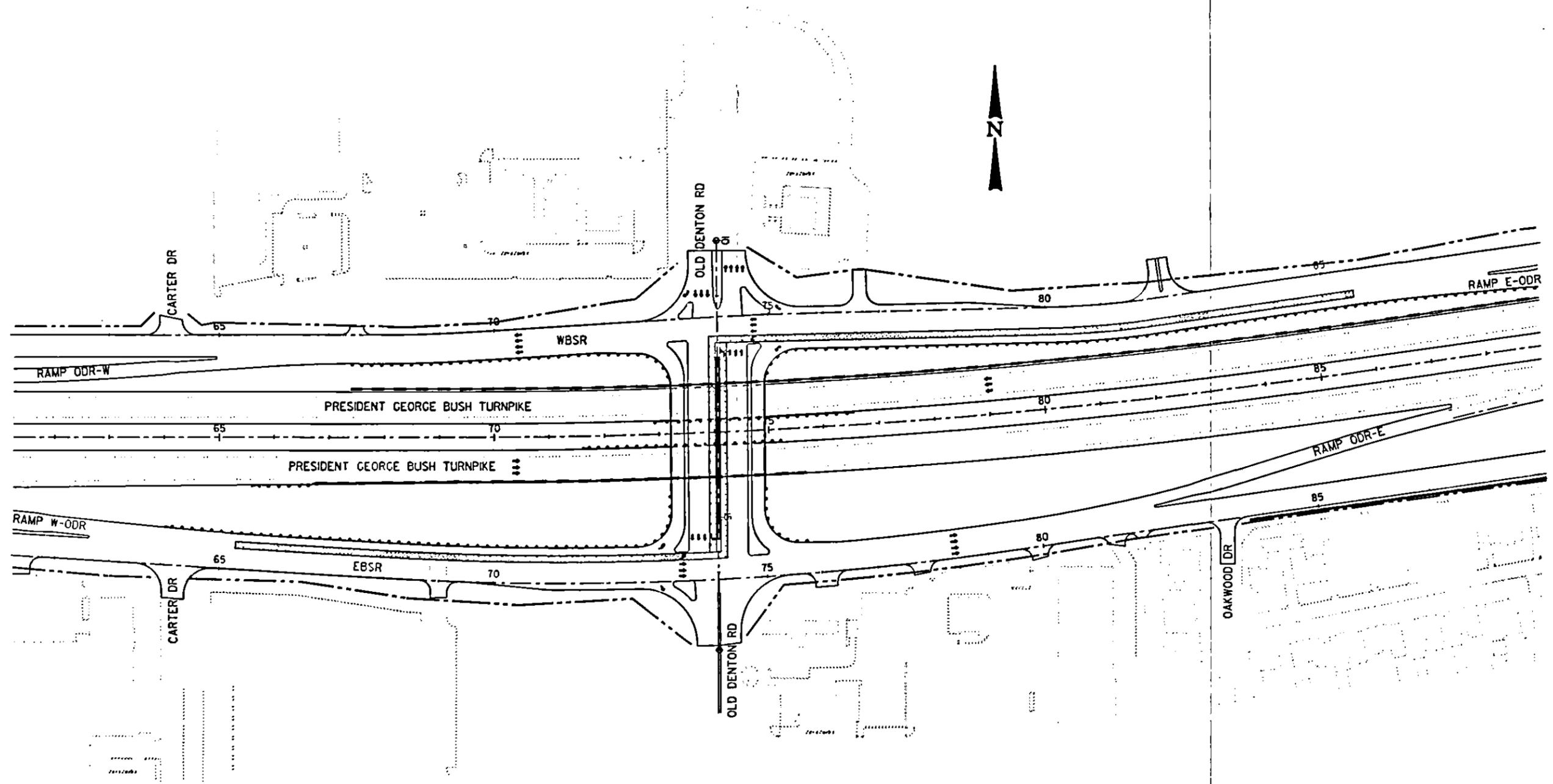
**PRESIDENT GEORGE BUSH TURNPIKE
SIGNALIZATION, MAINTENANCE AND REDESIGN AGREEMENT
FOR SEGMENT III OF THE BUSH TURNPIKE
THE CITY OF CARROLLTON**

Bridges/Cross Street Revisions

[see following pages]

30-MAY-2000

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CHANGES REQUESTED BY CITY OF CARROLLTON

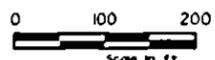
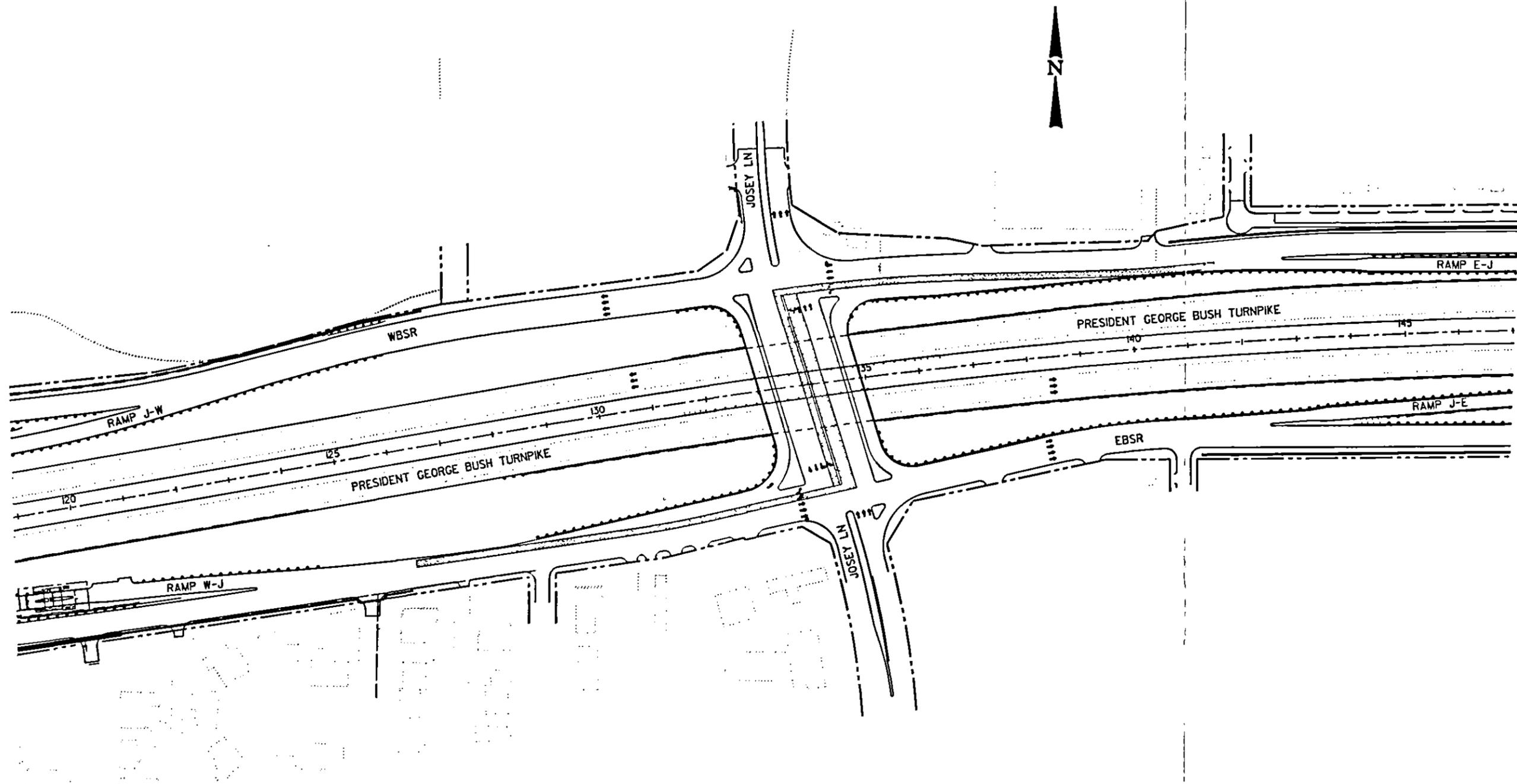


EXHIBIT D - BRIDGE / CROSS STREET REVISIONS AT OLD DENTON RD



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CHANGES REQUESTED BY CITY OF CARROLLTON

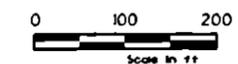
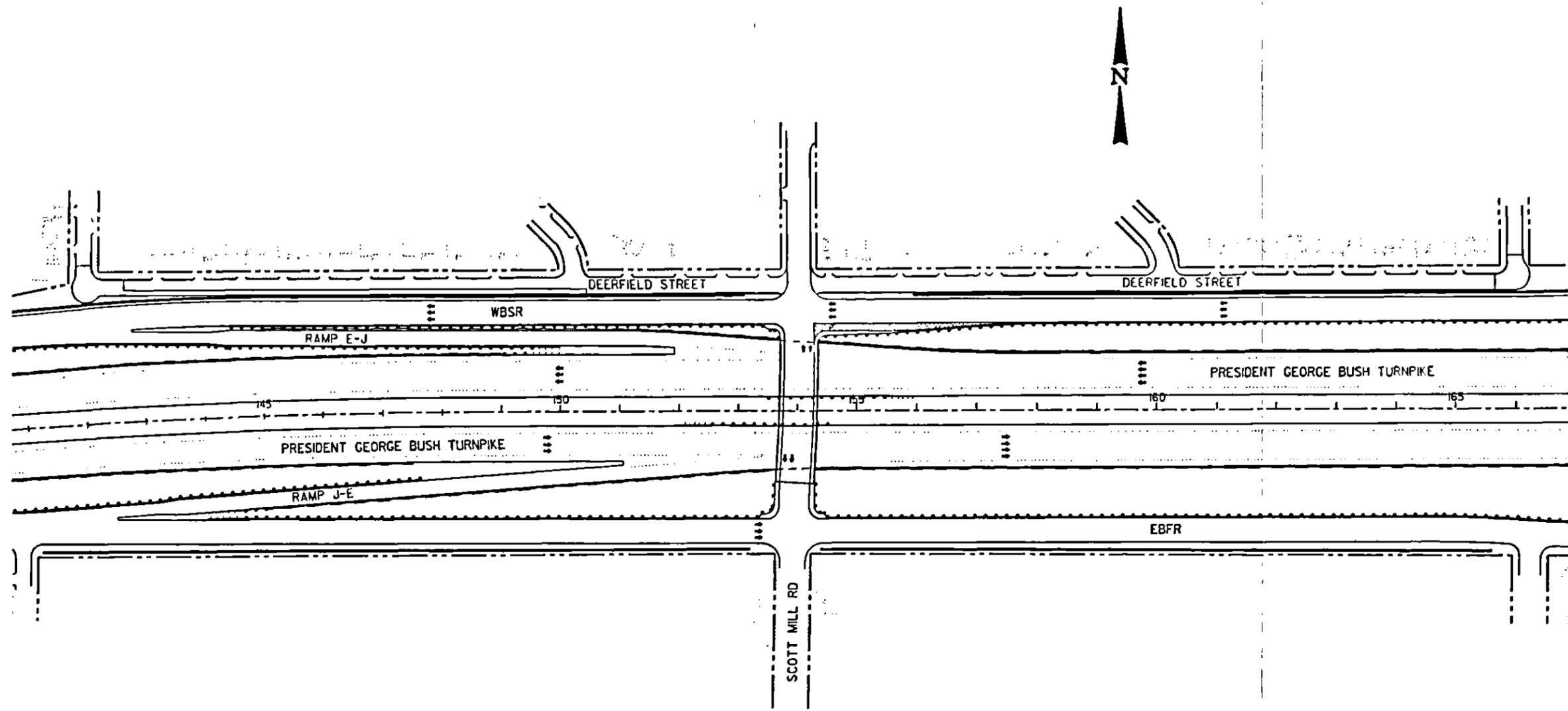


EXHIBIT D - BRIDGE / CROSS STREET REVISIONS AT JOSEY LN



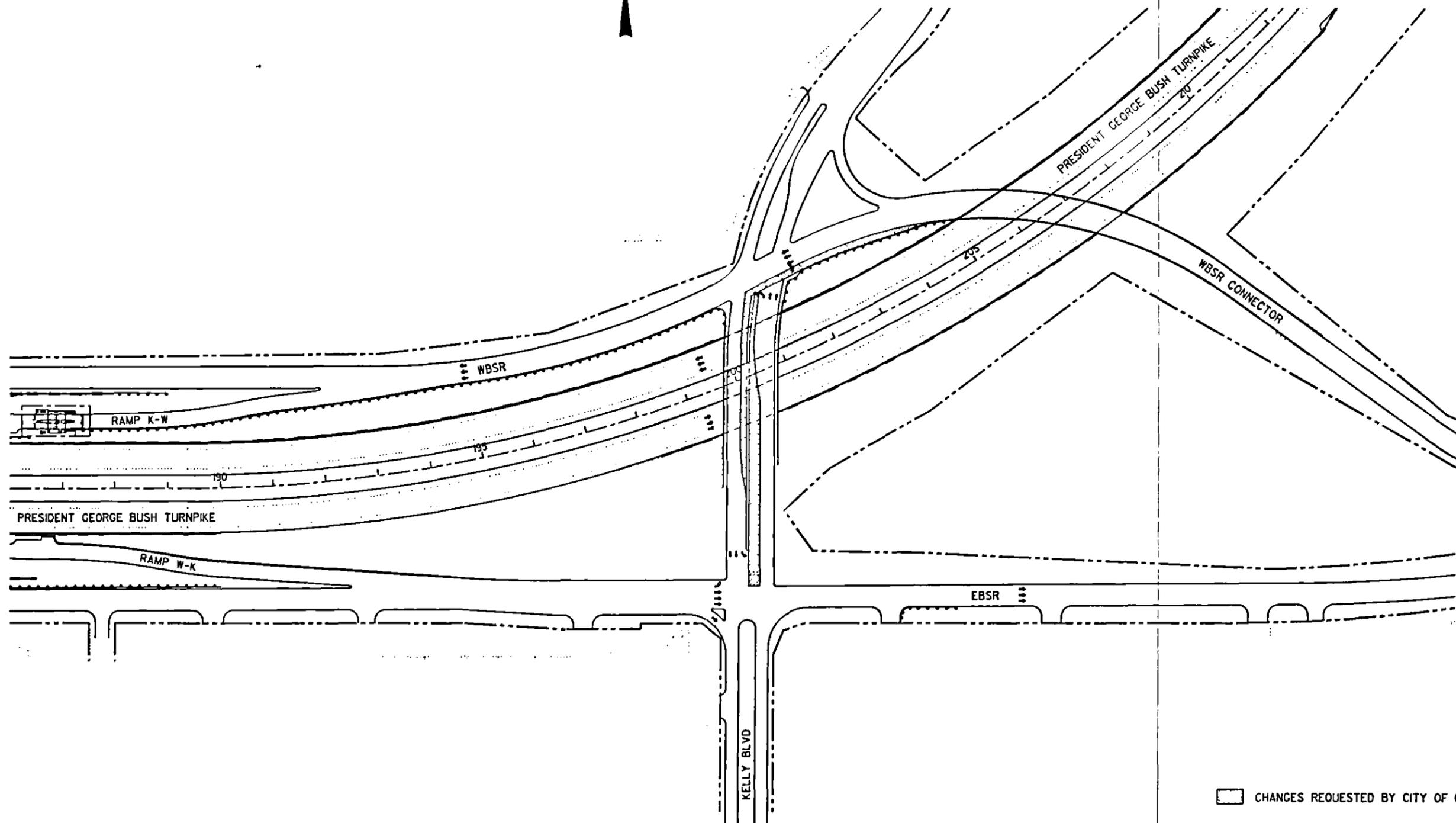
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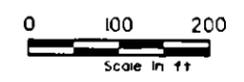


CHANGE REQUESTED BY CITY OF CARROLLTON





 CHANGES REQUESTED BY CITY OF CARROLLTON



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EXHIBIT D - BRIDGE / CROSS STREET REVISIONS AT KELLY BLVD



EXHIBIT E

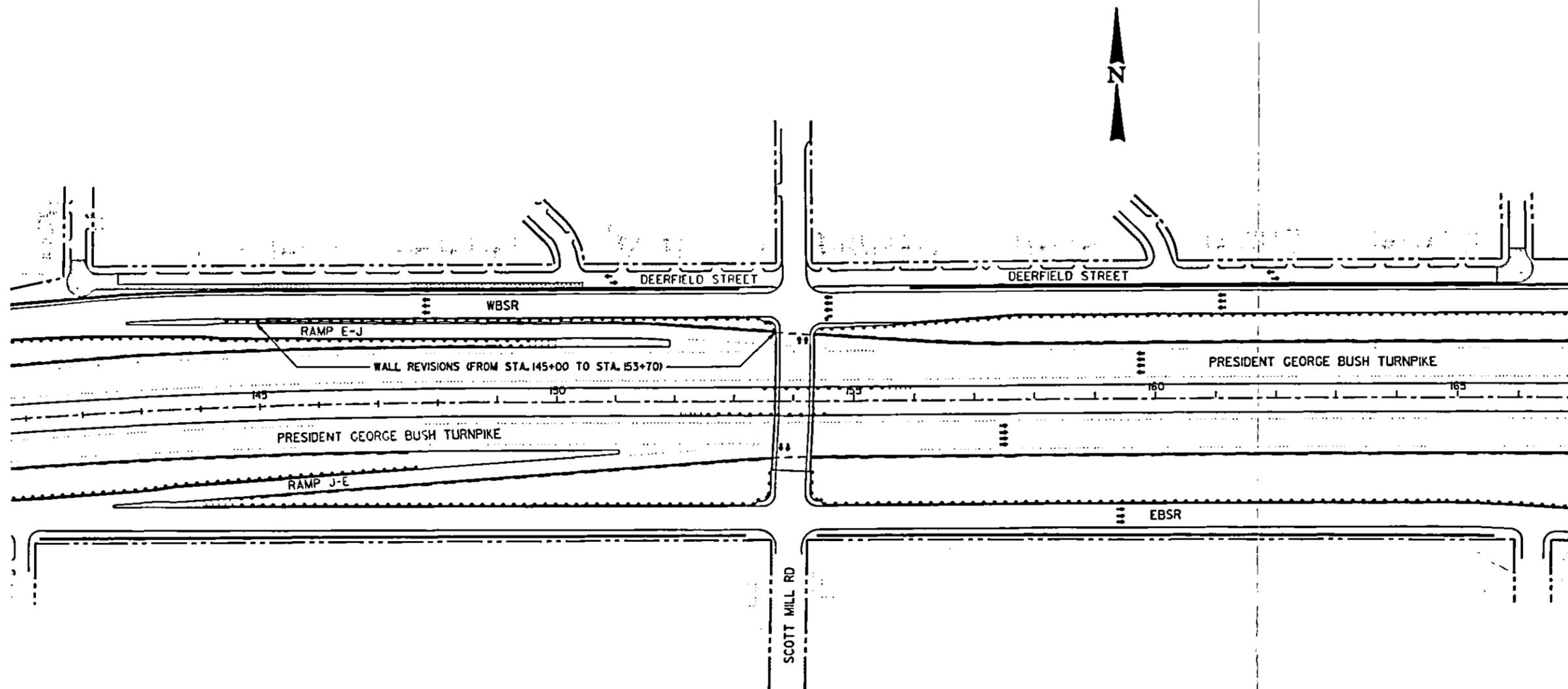
**PRESIDENT GEORGE BUSH TURNPIKE
SIGNALIZATION, MAINTENANCE AND REDESIGN AGREEMENT
FOR SEGMENT III OF THE BUSH TURNPIKE
THE CITY OF CARROLLTON**

Deerfield Revisions

[see following pages]

30-MAY-2000

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CHANGES REQUESTED BY CITY OF CARROLLTON



EXHIBIT F

**PRESIDENT GEORGE BUSH TURNPIKE
SIGNALIZATION, MAINTENANCE AND REDESIGN AGREEMENT
FOR SEGMENT III OF THE BUSH TURNPIKE
THE CITY OF CARROLLTON**

Estimate of Bridges/Cross Street Revisions Costs

[see following page]

**NORTH TEXAS TOLLWAY AUTHORITY
PRESIDENT GEORGE BUSH TURNPIKE
INTERLOCAL AGREEMENT WITH CITY OF CARROLLTON**

Bridge Name	Description of Plan Revisions	Section	Engineering Cost	Construction Cost	Total Cost	NTTA's Cost ⁽¹⁾	City's Cost ⁽¹⁾
Old Denton Rd	Widening of Old Denton Rd bridge and additional of left turn lanes from both WBSR and EBSR.	Section XXII	\$ 71,710	\$ 400,920	\$ 472,630	\$ 472,630	\$ 0
Josey Ln	Widening of Josey Ln bridge and additional of left turn lane from WBSR onto SB Josey Ln.	Section XXI	\$ 126,610	\$ 437,620	\$ 564,230	\$ 564,230	\$ 0
Scott Mill	Additional of left turn lane from WBSR at Scott Mill onto SB Scott Mill.	Section XXI	\$ 9,040	\$ 16,250	\$ 25,290	\$ 25,290	\$ 0
Kelly Blvd	Widening of Kelly Blvd bridge and additional of left turn lane from WBSR onto SB Kelly Blvd.	Section XXI	\$ 90,420	\$ 375,670	\$ 466,090	\$ 466,090	\$ 0
Total					\$ 1,528,240	\$ 1,528,240	\$ 0

(1) Since the 50% share of the total cost of bridge/cross street revisions is less than \$1.6 millions (credit for 3 soundwalls 212R, 181L, 212L), NTTA will pay for the total cost of bridge/cross street revisions.

EXHIBIT G

**PRESIDENT GEORGE BUSH TURNPIKE
SIGNALIZATION, MAINTENANCE AND REDESIGN AGREEMENT
FOR SEGMENT III OF THE BUSH TURNPIKE
THE CITY OF CARROLLTON**

Estimate of Deerfield Revisions Costs

[see following page]

**NORTH TEXAS TOLLWAY AUTHORITY
PRESIDENT GEORGE BUSH TURNPIKE
INTERLOCAL AGREEMENT WITH CITY OF CARROLLTON**

Roadway Name	Description of Plan Revisions	Section	Engineering Cost	Construction Cost	Total Cost	NTTA's Cost	City's Cost (Capped at \$750,000)
Deerfield Street	Shift the north frontage road closer to turnpike lanes and extend the length of the retaining wall between the frontage road and the exit ramp.	Section XXI	\$ 264,620	\$ 1,369,030	\$ 1,633,650	\$ 883,650	\$ 750,000
Total					\$ 1,633,650	\$ 883,650	\$ 750,000

EXHIBIT H

**PRESIDENT GEORGE BUSH TURNPIKE
SIGNALIZATION, MAINTENANCE AND REDESIGN AGREEMENT
FOR SEGMENT III OF THE BUSH TURNPIKE
THE CITY OF CARROLLTON**

Screen Walls The Authority Shall Not Construct

[see following page]

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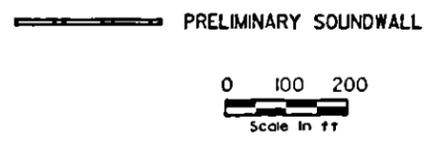
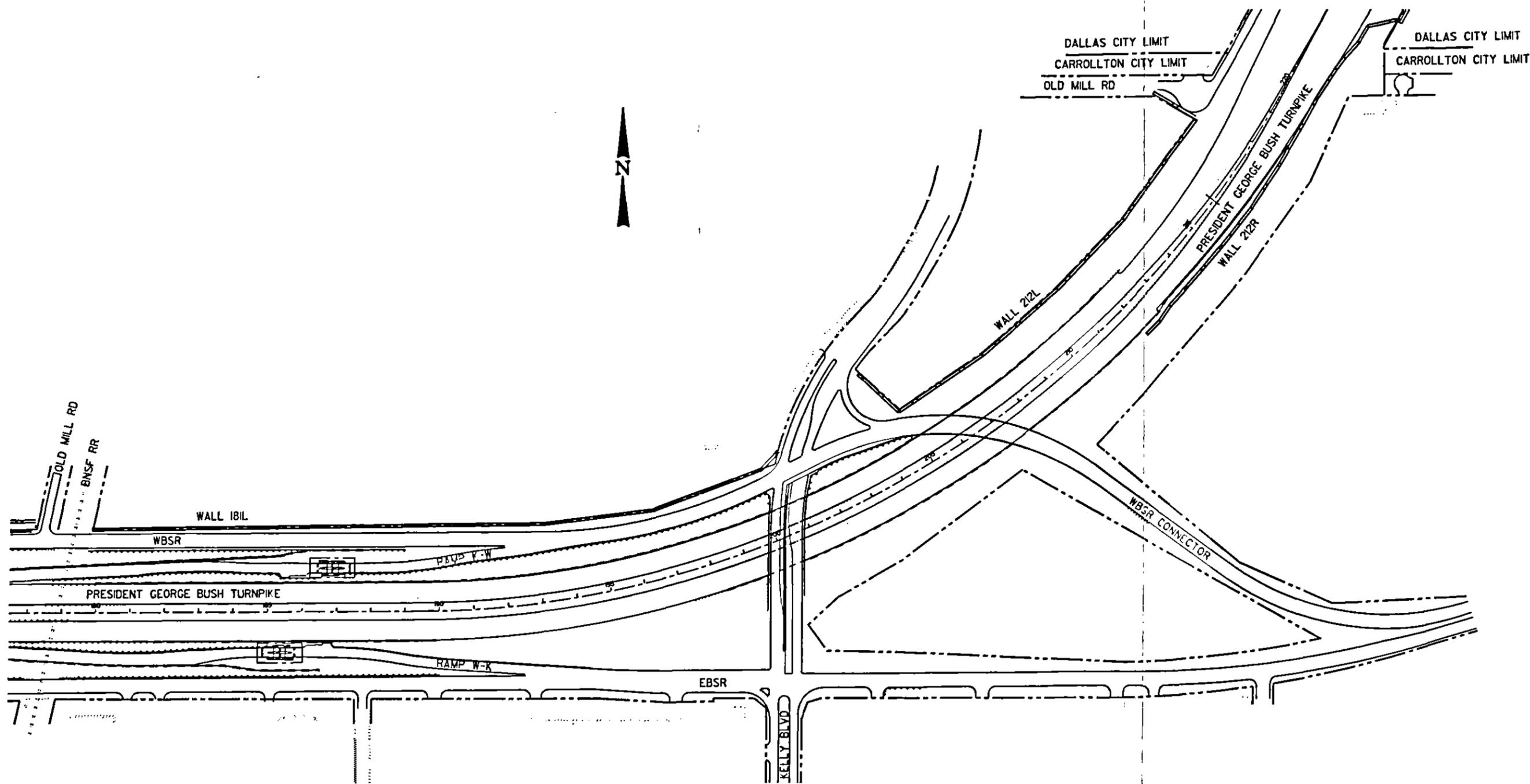
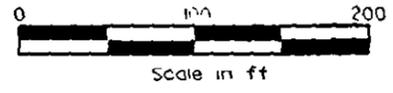
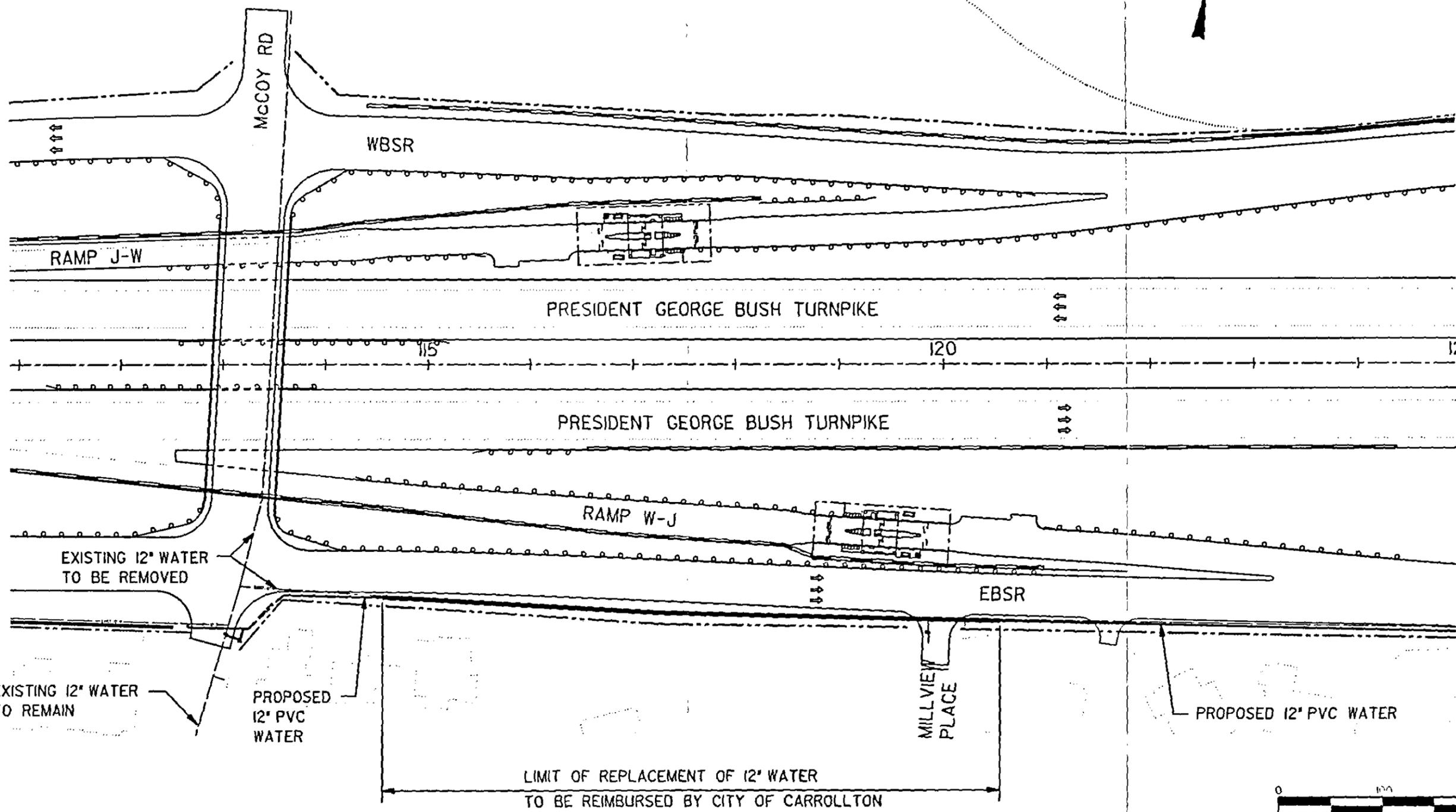


EXHIBIT I

**PRESIDENT GEORGE BUSH TURNPIKE
SIGNALIZATION, MAINTENANCE AND REDESIGN AGREEMENT
FOR SEGMENT III OF THE BUSH TURNPIKE
THE CITY OF CARROLLTON**

Water Line Replacement

[see following page]



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EXHIBIT J

**PRESIDENT GEORGE BUSH TURNPIKE
SIGNALIZATION, MAINTENANCE AND REDESIGN AGREEMENT
FOR SEGMENT III OF THE BUSH TURNPIKE
THE CITY OF CARROLLTON**

Water Line Replacement Reimbursement

[see following page]

**NORTH TEXAS TOLLWAY AUTHORITY
PRESIDENT GEORGE BUSH TURNPIKE
INTERLOCAL AGREEMENT WITH CITY OF CARROLLTON**

Utility	Description of Plan Revision	Section	Engineering Cost	Construction Cost	Total Cost	City's Cost
12" water line	Replacement of existing 12" cast iron water line with 606 LF of new 12" PVC water line south of EBSR between McCoy Rd and Millview Drive.	Section XXII	\$ 3,160	\$ 33,380	\$ 36,540	\$ 36,540
Total					\$ 36,540	\$ 36,540

EXHIBIT K

**PRESIDENT GEORGE BUSH TURNPIKE
SIGNALIZATION, MAINTENANCE AND REDESIGN AGREEMENT
FOR SEGMENT III OF THE BUSH TURNPIKE
THE CITY OF CARROLLTON**

Summary of Owed Amounts

[see following page]

**NORTH TEXAS TOLLWAY AUTHORITY
PRESIDENT GEORGE BUSH TURNPIKE
INTERLOCAL AGREEMENT WITH CITY OF CARROLLTON**

<u>Exhibit</u>	<u>Description</u>	<u>Total Cost</u>	<u>NTTA's Cost</u>	<u>City's Cost</u>
B	Traffic Signal Equipment Cost	\$ 154,136	\$ 97,150	\$ 56,986
F	Bridge/Cross Street Revision Cost	\$ 1,528,240	\$ 1,528,240	\$ 0
G	Deerfield Revision Cost	\$ 1,633,650	\$ 883,650	\$ 750,000
J	Replacement of 12" Water Line Cost	\$ 36,540	\$ 0	\$ 36,540
	TOTAL	\$ 3,352,566	\$ 2,509,040	\$ 843,526



