

**INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF CARROLLTON
FOR THE DESIGN, CONSTRUCTION
AND MAINTENANCE OF SEGMENT IV
OF THE PRESIDENT GEORGE BUSH TURNPIKE
(DNT 359)**

4/14/08

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(DNT 359)**

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, acting by and through the its Board of Directors, hereinafter identified as the "Authority," and the CITY OF CARROLLTON, a home rule municipality, acting by and through its duly elected City Council, hereinafter identified as the "City," is to be effective as of the 18th day of September, 2002, and executed as of the later date on which it was signed on behalf of the parties.

RECITALS

WHEREAS, the Authority is authorized to study, evaluate, design, acquire, construct, maintain, repair, and operate turnpike projects within the Counties of Dallas, Collin, Denton and Tarrant pursuant to Chapter 366 of the 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

SH 190 and SH 161 from its eastern terminus at SH 78 in eastern Dallas County to its western terminus at West Belt Line Road in the City of Irving; and

WHEREAS, the Authority has conducted the necessary toll feasibility, environmental and corridor studies (collectively, the "Studies") for the construction of the segment of the Turnpike commonly known as the "Super Connector" or as "Segment IV" (being herein so called) extending north to south from the western terminus of "Segment III" of the Turnpike at IH 35E to the northern terminus of "Segment V" of the Turnpike at IH 635; and

WHEREAS, the Authority has retained HNTB Corporation to serve as the general consulting engineer for the Turnpike (the "Consulting Engineer") and 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 Brown & Root, Inc. (subsequently known as Kellogg Brown & Root, Inc. or KBR) (the "Construction Manager") to provide certain construction management engineering services with respect to the Turnpike; and

WHEREAS, the Authority has retained Carter & Burgess, Inc., Huitt-Zollars, Inc. and Turner Collie & Braden, Inc. to serve as section engineers for Segment IV (collectively the "Section Engineers") and to represent and assist the Authority in the evaluation, planning, design, review and coordination of the Studies, and for the preparation of designs, construction plans, specifications and estimates for Segment IV; and

WHEREAS, a significant portion of Segment IV is situated within the corporate limits of the City, and the City, a political subdivision of the State of Texas with all of the authority and powers related thereto as prescribed by the laws of the State of Texas, has passed the

Resolution(s) attached hereto as Exhibit A and made a part hereof, supporting the design, construction and operation of Segment IV; and

WHEREAS, the City has requested and the Authority has agreed that certain design and construction features be considered in the design and construction of specified municipal street interchanges, service road, and turnpike main lanes within Segment IV; and

WHEREAS, the City and the Authority prepared and executed a form of Term Sheet dated September 18, 2002, and desire to incorporate the provisions of the Term Sheet into a formal interlocal agreement, and this Agreement dated to be effective of even date with the Term Sheet constitutes the "interlocal agreement" referenced in the concluding paragraph of the Term Sheet; 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 further formalizing their agreement expressed in the Term Sheet as to the separate and distinct issues of importance to them regarding the design, construction, maintenance and operation of Segment IV.

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.
DESIGN ISSUES**

A. Acceptance of Design

The City acknowledges and agrees that the design, alignment, number and location of ramps, and all other features of Segment IV as it extends through the City's corporate limits is fully acceptable to the City in all respects, said design, alignment, ramp configuration and all other features being generally depicted on Exhibit B attached hereto and made a part hereof, as well as in the final plans described in Section V.O. hereof (the "Plans") for said portion of Segment IV, which have been delivered to, and reviewed and approved by, the City. The Plans incorporate certain design change requests from the City, specifically (1) the addition of a free right turn lane from eastbound Belt Line Road to southbound Luna Road, subject to the City accomplishing, at its cost, the necessary utility relocation prior to the Authority undertaking that work, (2) the modification of the T-intersection design to the City's "eye-brow" configuration (West Crosby Road/Selene Road), (3) the modification of the Sandy Lake Road design to tie into the City's plan for reconstruction east and west of Segment IV, (4) the shifting of the Valwood Parkway interchange south by up to one hundred twenty feet (120') and designing the interchange to accommodate a four (4)-lane roadway, and (5) the modification of the design speed of Valwood Parkway to be consistent with a four (4)-lane roadway. The Authority shall be required to construct only those additional features described under clauses (1) through (5) above as shown on the Plans.

B. Upsizing and Reimbursement

- (1) Storm Water Facilities. The City intends to construct in connection with the Sandy Lake Road Work (as defined in Section II.E. below) certain storm water facilities. The City agrees to sufficiently increase and upsize those facilities so as

to ensure their ability to convey not less than thirty-five cubic feet per second (35 cfs) of flow from the Segment IV storm sewer system to the system outfall at the Elm Fork of the Trinity River, all so as to accommodate the outfall generated by Segment IV. The Authority shall be deemed to have fully reimbursed the City for the additional cost incurred by the City in connection with that upsizing by remitting to the City the sum of Sixty-One Thousand and No/100 Dollars (\$61,000.00), payable within thirty (30) days after the later of (1) the City's completion of the storm water facilities and (2) the Authority's receipt of the City's invoice to the Authority therefor. The Authority's sole obligation with respect to the upsizing shall be the foregoing \$61,000.00 reimbursement; the Authority and the City may each apply and set off the amount each owes the other under this and any other section of this Agreement against any amounts owed or to become owing to the Authority or the City, respectively, pursuant to this Agreement. In order to address potential erosive effects of storm water runoff, the Authority included in the Plans the repair and addition of riprap protection for the culvert outfall south of Belt Line Road where the Elm Fork flow had previously eroded away the surrounding soil.

- (2) Brick Pavers. The City requested that the Authority substitute brick pavers for concrete flat work at certain Segment IV intersections, as shown in the Plans. In return for making that substitution, the City agreed to reimburse the Authority for additional resulting costs. Based on the quantities (a total of 1,791 square feet) shown in the Plans (see Sheets 227, 230, 231 and 235 of 1720), that reimbursement amount was initially Two Thousand Three Hundred Twenty-Eight

and No/100 Dollars (\$2,328.00); thereafter, supplemental agreement no. 19 to the Authority's construction contract added at the City's request an extra 17,927 square feet of pavers for an additional reimbursement amount of Ninety Thousand Five Hundred Thirty-One and No/100 Dollars (\$90,531.00), resulting from a negotiated price of \$8.75 per square foot of pavers less a \$3.70 per square foot cost of base concrete median pavement. The location of these pavers is depicted on Exhibit C-1 attached hereto and made a part hereof. As a result, the City's total reimbursement obligation pursuant to this subsection I.B.(2) is Ninety-Two Thousand Eight Hundred Fifty-Nine and No/100 Dollars (\$92,859.00).

ARTICLE II. THE CITY'S SUPPORT AND OBLIGATIONS

A. Support of Segment IV

The City acknowledges its approval of and support for the Authority's financing, design, construction, operation and maintenance of Segment IV as a turnpike facility within the corporate limits of the City and agrees to take all actions reasonably requested by the Authority which are consistent with this Agreement in the furtherance of the purposes hereof. The City shall neither advance nor support any alternative to, or conflicting proposal for, the development of Segment IV, including without limitation any thoroughfare corridor parallel to Segment IV, unless said facility is on the regional Transportation Improvement Plan and approved by the North Central Texas Council of Governments. The City agrees to support the Authority in the necessary environmental clearance and review process, and to provide such information and support as may be requested by the Authority, the Texas Department of Transportation ("TxDOT"), the Federal Highway Administration ("FHWA"), or any other governmental or

quasi-governmental entity in the environmental application and review process or with regard to the Studies generally. The parties agree to coordinate and conduct the necessary public hearings and public participation efforts required, if any, to complete Segment IV. Any future public meetings or hearings involving Segment IV within the City's corporate limits will be conducted with the City's support and involvement, working in full cooperation with the Authority toward expediting completion of Segment IV. The parties shall make every reasonable effort to maintain communication with the public and with their respective representatives regarding the progression of Segment IV construction. In addition, the City agrees to assist and join with the Authority in obtaining the various approvals, permits and agreements required of the applicable governmental entities and agencies, federal, state and local, regarding Segment IV.

B. Basis For The City's Right-of-Way Obligations

On August 30, 1988, the State Department of Highways and Public Transportation (the "SDHPT") adopted Minute Order 87876 (the "Segment IV Minute Order") which placed the SH 190 segment between IH 35E and IH 635 on the state highway system and designated that segment as a controlled access facility. Further, the Segment IV Minute Order stated that the SDHPT would provide all necessary right-of-way not committed by local sources, pay other costs, and maintain the segment upon completion of construction. The SDHPT's obligations under the Segment IV Minute Order were conditioned, and only became operative, upon its receipt of local commitments to provide, at no cost to the SDHPT, (1) approximately eighty percent (80%) of the required right-of-way, (2) approximately 1,300,000 cubic yards of acceptable fill material from the Farmers Branch-Carrollton Flood Control District (now known as the Valwood Improvement Authority), and (3) preliminary engineering, including route studies, environmental reports, public meetings, and schematics. The Cities of Carrollton,

Farmers Branch and Irving, together with Dallas County (collectively, the "Segment IV Governmental Entities"), accepted the conditions and local obligations provided in the Segment IV Minute Order. Specifically, the City evidenced that acceptance on September 20, 1988 in its Resolution No. 414-9/88. As indicated in the recitals of this Agreement, SH 190 subsequently became the Turnpike and the segment thereof described in the Segment IV Minute Order became Segment IV. Further, the Texas Turnpike Authority succeeded to the rights and obligations of TxDOT, as successor to the SDHPT, with respect to Segment IV and the Segment IV Minute Order pursuant to that certain Construction, Operation, and Maintenance Agreement dated December 1, 1995 (the "Two-Party Agreement") and the several TxDOT Minute Orders passed in connection therewith. Finally, pursuant to the terms of Senate Bill 370 passed by the 75th Texas Legislature and effective September 1, 1997, the Authority became the successor-by-statute to the Texas Turnpike Authority, including with respect to the Two-Party Agreement, Segment IV and the Turnpike in general. Consequently, the Authority has succeeded to the SDHPT's rights under the Segment IV Minute Order.

The foregoing paragraph is included in this Agreement only to provide the historical background for the City's right-of-way obligations hereunder. The Segment IV Minute Order is no longer binding upon the City, has been superseded by the obligations set forth in this Agreement, and is of no further force and effect. The City's right-of-way obligations regarding Segment IV are set forth in this Agreement.

C. Amendment To, And Satisfaction of, The City's Right-of-Way Obligations

Notwithstanding anything to the contrary contained in the Segment IV Minute Order or in any resolution of the Segment IV Governmental Entities accepting same, the City's right-of-way obligations regarding Segment IV shall be as described in this Section II.C. and in

Section II.D. below, and all of said obligations, as amended hereby, have been satisfied. The Authority prepared the legal descriptions, conveyance instruments, releases and all other curative documents for all property and property interests required for the construction of Segment IV. The Authority determined in every instance the nature of the legal interest to be acquired with respect to each parcel of property (e.g., fee simple, permanent easement, temporary easement, lease, license, etc.), as well as the acceptability of title thereto. Pursuant to (1) a Dallas North Tollway System, President George Bush Turnpike, Special Warranty Deed dated September 18, 2002 and recorded in Volume 2002230, Page 1551, *et seq.*, of the Real Property Records of Dallas County, Texas, and (2) a Dallas North Tollway System, President George Bush Turnpike, Grant of Temporary Easement dated September 18, 2002 and recorded in Volume 2002230, Page 1562, *et seq.*, of the Real Property Records of Dallas County, Texas, the City dedicated to the Authority, at no cost to the Authority, all property and/or property interests that the Authority determined in accordance with the preceding sentences are required for the construction of Segment IV (the "Required Property") and which was owned by the City. Without limiting the foregoing, the City further dedicated and assigned, and does hereby dedicate and assign, to the Authority all of the City's street and roadway easements and similar interests in property necessary or convenient for the construction or operation of Segment IV as shown on the Plans, including without limitation all of such easement and other interests in that portion of the existing West Crosby Road alignment required for construction of Segment IV. Further, the City, acting in concert with the other Segment IV Governmental Entities, shall cause to be dedicated to the Authority, at no cost to the Authority, all of the Required Property owned by the Valwood Improvement Authority. Finally, the City shall use its best efforts to cause to be dedicated to the Authority, at no cost to the Authority, all of the Required Property owned by

other governmental, quasi-governmental or public entities. The City has ceased all operations on, and removed all property it intends to retain from, the Required Property. Except as otherwise provided in this Article II and in the interlocal agreements that have or will be executed by and between the Authority and the other Segment IV Governmental Entities, the Authority shall be responsible for acquiring all of the Required Property necessary for the construction of Segment IV, provided, however, that the City shall provide such reasonable support and assistance as the Authority requests.

D. Specific Features of the City's Right-of-Way Obligations

Some of the City's right-of-way obligations, generally described under Section II.C. above, are more specifically described below:

- (1) West Crosby Road, Selene Road, Luna Road and Belt Line Road. The City shall, and does hereby, provide all right-of-way currently owned by the City as right-of-way for West Crosby Road and required for the construction of Segment IV as shown on Exhibit C-2 attached hereto and made a part hereof. The right-of-way required to modify West Crosby Road, Selene Road, Luna Road and Belt Line Road in connection with the construction of Segment IV (as opposed to intersection improvements not necessary to the construction of Segment IV) is owned by private parties and, consistent with the concluding sentence of Section II.C., shall be acquired by the Authority with the support and assistance of the City. Some additional description of various intersection improvements is provided on Exhibit C-1.
- (2) Sandy Lake Road/Carrollton Landfill. The Authority has acquired a portion of the right-of-way required to modify Sandy Lake Road in connection with the

construction of Segment IV as shown on Exhibit D attached hereto and made a part hereof, and all remaining required right-of-way for that widening shall be dedicated by the City from the Carrollton landfill. As provided in Section II.C., the City has conveyed to the Authority the legal interest(s) in the landfill property necessary to modify Sandy Lake Road or to otherwise construct Segment IV. The City expressly acknowledges and agrees that it has ceased all operations on (and within a reasonable distance from, as determined in accordance with reasonable safety standards) that portion of the landfill property constituting part of the Required Property, including that portion on which the City previously operated a maintenance area.

- (a) Preexisting Environmental Conditions. The Authority does not and shall not assume or otherwise be liable for any environmental remediation, impacts, costs, liabilities or damages caused by the presence of toxic or hazardous waste, substances or materials in, only on or under any portion of the landfill property to be provided by the City prior to the Authority's use thereof (the "Preexisting Environmental Conditions"). Without limiting the foregoing, the Authority shall have no obligation to undertake any remediation or to defend any claim or action, whether in existence now or brought in the future, alleging environmental impacts, costs, liabilities or damages arising out of any Preexisting Environmental Conditions.

- (b) The Security Fence. The City, at its sole discretion, may elect to construct and maintain a security fence (the "Security Fence") along the western

boundary of the Segment IV right-of-way abutting the Carrollton landfill and extending from the Sandy Lake Road right-of-way to the southern boundary of the Carrollton landfill, as depicted on Exhibit E attached hereto and made a part hereof. The Security Fence shall be designed and constructed in accordance with the standards and specifications the City would utilize and fund under similar circumstances. The City agrees that no portion of the Carrollton landfill property will be opened as a park or otherwise be made available for access by the public until the Security Fence is completed. Provided that the Security Fence is completed in accordance with the requirements provided in this subsection II.D.(2)(b), the Authority shall reimburse the City for the actual cost it incurs in the construction of the Security Fence, in an amount not to exceed Nineteen Thousand Six Hundred and No/100 Dollars (\$19,600.00), within thirty (30) days after the later of (1) the City's completion of the Security Fence and (2) the Authority's receipt of the City's invoice to the Authority therefor, including supporting documentation. The Authority's sole obligation regarding the Security Fence is one of reimbursement only, and nothing contained in this Agreement shall impose upon or create for the Authority any responsibility or liability for the design, construction or maintenance of the Security Fence.

- (3) Belt Line Road and Sandy Lake Road Overpasses. The City does hereby grant to the Authority such easement and joint use rights necessary or desirable for the construction, operation, maintenance and future expansion or modification

(provided said expansion or modification can be effected entirely within the existing Segment IV right-of-way) of the Segment IV overpasses through and across Belt Line Road and Sandy Lake Road. The Authority and the City shall each consult and fully cooperate with the other party to ensure that its respective facilities at those intersections are not operated, maintained, expanded or modified in any manner that interferes with the other party's facilities. This subsection II.D.(3) is not intended, and shall not be construed, to waive or otherwise limit any rights or obligations the Authority or the City may have by statute.

- (4) Drainage Easements. The City holds, or has granted, one or more drainage easements (including those recorded in Volume 96039, Page 1556, *et seq.*, and in Volume 3467, Page 390, *et seq.*, of the Real Property Records of Dallas County, Texas) that cross the Segment IV right-of-way. In order to permit the construction of Segment IV, the City hereby amends (and consents with respect to) its rights in and to the portion of said drainage easements situated within the Segment IV right-of-way, but only to the extent necessary to construct Segment IV, for and in consideration of the Authority's agreement to provide suitable storm water facilities to carry the storm water through said right-of-way as depicted on the Plans. Without limiting the foregoing, the Authority may provide for the removal, replacement, reinforcement or other modification of any structure placed within (or pursuant to the terms of the agreements creating) the existing drainage easements, all as depicted on Exhibit B, in the Plans, or otherwise required for the construction of Segment IV.

E. The City's Reconstruction Of Sandy Lake Road

- (1) The Sandy Lake Road Work. The City intends to reconstruct and improve Sandy Lake Road, and to make all resulting adjustments to utilities, in the manner generally described on Exhibit F attached hereto and made a part hereof (the "Sandy Lake Road Work"). The Sandy Lake Road Work includes certain profile changes, storm water facilities construction and City-owned utility relocations and adjustments that must be completed at the Segment IV intersection with Sandy Lake Road in order for the Authority's contractor(s) to construct the bridge designed to carry Segment IV over Sandy Lake Road and to complete the construction of the ramps, frontage road and specified modifications to Sandy Lake Road, including the Sandy Lake Road surface, within the Segment IV right-of-way.

- (2) Timing. The City agrees to (a) commence construction of the Sandy Lake Road Work and (b) complete same, including all utility relocation and adjustment described in Section II.H. below, prior to such time as the Authority's contractor(s) need to begin work on the Sandy Lake Road modification and bridge work required for the construction of Segment IV and described in subsections II.D.(2) and II.E.(1) above. The City unconditionally acknowledges and agrees that its failure to comply with the provisions of clause (b) of the preceding sentence can be expected to result in additional costs, liabilities and expenses to the Authority, including lost revenues, delay claims and additional construction costs (including those described in subsection II.E.(3) below), and the City agrees to promptly reimburse the Authority for any such costs, liabilities and expenses

proximately resulting from its failure to comply with the foregoing clause (b). Notwithstanding anything to the contrary contained in this subsection II.E.(2) or elsewhere in this Agreement, the Authority acknowledges and agrees that as of the execution date hereof the City has satisfactorily performed the Sandy Lake Road Work and, without limiting the foregoing, no reimbursement is owed the Authority in connection with the preceding sentence.

(3) The Authority's Rights. If the City fails to commence or complete the Sandy Lake Road Work on or before the dates listed in subsection II.E.(2) above, the City irrevocably grants and authorizes the Authority, its contractors, employees, agents and consultants, all rights (including all temporary easement and use rights in adjacent City-owned property or property interests) necessary or convenient to accomplish the following (including construction phasing) so as to support the timely completion of Segment IV within the vicinity of the Sandy Lake Road crossing:

- (a) relocate the existing eight-inch (8") water line situated along the south side of Sandy Lake Road within the limits of Segment IV, and undertake any required temporary construction;
 - (b) remove the existing two-inch (2") sanitary sewer line situated along the south side of Sandy Lake Road within the limits of Segment IV, and undertake any required temporary construction;
 - (c) construct an alternate outfall for the storm water facilities which are designed to tie into the proposed Sandy Lake Road storm water system;
- and

- (d) construct temporary connections between that new portion of Sandy Lake Road being constructed by the Authority within the Segment IV right-of-way and existing Sandy Lake Road.

The City shall reimburse the Authority for the cost of any work undertaken in accordance with this subsection II.E.(3) as a result of the City's failure to meet its timing and other obligations under subsection II.E.(2) above. Further, the City acknowledges that the work described in this subsection II.E.(3) is temporary in nature and does hereby approve and consent to such design exceptions as reasonably result therefrom, including but not limited to (i) a decreased design speed for Sandy Lake Road east and west of Segment IV due to the temporary horizontal and vertical transitions and (ii) exceptions to the drainage criteria in connection with the temporary storm water outfall. Notwithstanding anything to the contrary contained in this subsection II.E.(3) or elsewhere in this Agreement, the Authority acknowledges and agrees that as of the execution date hereof the City has satisfactorily performed the Sandy Lake Road Work and, without limiting the foregoing, no reimbursement is owed the Authority as provided in this paragraph.

F. Valwood Parkway Interchange

The Authority shall provide, subject to the provisions of this Section II.F., a full-diamond interchange for Valwood Parkway, a proposed street shown on the thoroughfare maps of the City and the City of Irving. Without limiting the provisions of Section I.A., the location and design of the Valwood Parkway interchange (the "Interchange") as generally depicted on Exhibit B, in the Plans, and on Exhibit G attached hereto and made a part hereof was developed in technical work

group meetings with the City and representatives of the Valwood Improvement Authority and has been accepted by the City.

- (1) The Authority's Interchange Obligations. Subject to the City's issuance of the notice to proceed described in subsection II.F.(3) below, the Authority, at its cost, shall construct the Interchange, including exit and entrance ramps to Segment IV, toll plazas on said ramps south of the Valwood Parkway crossing, that portion of Valwood Parkway situated between the northbound and southbound Segment IV ramps and underneath the Turnpike Lanes, and necessary structural items to accommodate future signalization equipment to be installed by the City. Additionally, the Segment IV bridge structure shall be designed to accommodate the intended future extension of Valwood Parkway west of Segment IV by the City of Irving or other parties. All of the work and other obligations described in this subsection II.F.(1) shall be satisfied at the Authority's cost and are hereinafter referred to as the "Authority's Interchange Obligations," and are depicted in the Plans.
- (2) The City's Interchange Obligations. The City shall construct, and provide all necessary right-of-way for, Valwood Parkway from the east curb line of the northbound Segment IV exit and entrance ramps to the Luna Road right-of-way, including all connections to the ramp and interchange construction performed by the Authority. In the specific manner set forth in the following sentence, the City shall provide water and sewer services to a point on the eastern Segment IV right-of-way line mutually acceptable to the City and the Authority so as to provide said services to the ramp plazas at the Interchange. The City shall fully satisfy the

foregoing requirement when, as part of its extension of Valwood Parkway, it extends water and sewer lines up to and adjacent to the Turnpike Lanes Area (as hereinafter defined) and the Authority shall be permitted to connect to those lines at that location and time. The City shall construct and install all signalization at the Interchange if and when the City and the Authority mutually determine it is necessary. All of the work and other obligations described in this subsection II.F.(2) shall be satisfied at the City's cost and are hereinafter referred to as the "City's Interchange Obligations."

- (3) The City's Notice To Proceed. The Authority's Interchange Obligations are dependent and conditioned upon the commencement and subsequent satisfaction of the City's Interchange Obligations and its construction of Valwood Parkway. Specifically, within one (1) year following the City's issuance of a notice to proceed for the construction of Valwood Parkway, the Authority shall commence construction of the ramps (a) in the locations shown, and as otherwise indicated, on the Plans or (b) in such other locations as subsequently requested by the City and approved by the Authority in its discretion. Prior to the issuance of the foregoing notice to proceed, the Authority may construct Segment IV in the vicinity of the Interchange without the described ramps and such other related features of the Authority's Interchange Obligations as the Authority determines in its discretion.

G. Construction Staging Areas

If requested by the Authority, the City shall provide any available right-of-way located along Segment IV for the Authority's exclusive use as a staging area during the construction of

Segment IV. Such areas may be used for the placement and operation of construction site trailers, temporary material disposal, temporary embankments or shoring structures, the operation of a concrete and/or asphalt batch plant, and for any other purpose related to the construction of Segment IV. During its use of the staging areas, the Authority shall use all reasonable efforts to maintain the property in an orderly condition, free from excessive debris and clutter. Upon completion of construction activities for Segment IV or cessation of the Authority's use of the staging areas, whichever comes first, the Authority shall return the staging areas to the City in a condition comparable to when received for use by the Authority. The City has satisfactorily performed all of its obligations under this Section II.G. up to the execution date of this Agreement.

H. Utility Relocation

The City, at its expense, shall timely relocate City-owned utilities that are (1) situated in right-of-way required for Segment IV, (2) affected by, or in conflict with, the modifications to Belt Line Road and Sandy Lake Road being undertaken in connection with the construction of Segment IV, or (3) otherwise affected by, or in conflict with, the construction, operation or maintenance of Segment IV. Notwithstanding the foregoing, the Authority, at its expense, shall relocate City-owned utilities that are affected by, or in conflict with, the modifications to West Crosby Road being undertaken in connection with the construction of Segment IV. A list of the City-owned utilities currently identified as requiring relocation pursuant to the preceding two sentences, together with our allocation of responsibilities between the Authority and the City, is set forth on Exhibit H attached hereto and made a part hereof. The Authority shall accomplish the West Crosby Road relocation work in accordance with (a) construction plans and specifications for utility construction reasonably acceptable to and approved by the City and (b)

the City's inspection of the relocation work. The Authority will not release the construction contractor performing said relocation work until the relocated utilities have been accepted by the City for continuing maintenance. The Authority will secure either (i) a warranty for the West Crosby Road relocation work for a period of two (2) years after acceptance by the City or (ii) a maintenance bond covering the same work for the same period of time in a form reasonably acceptable to the City. The applicable portions of the utility relocation work must be completed by the dates shown in the "Timetable" column in Exhibit H, and the City agrees to accomplish the indicated actions by those dates.

I. Signalization

For and in consideration of the City's (1) acquisition and donation to the Authority of right-of-way for Segment IV in accordance with Sections II.C. and II.D., (2) agreement to complete the Sandy Lake Road Work, the City's Interchange Obligations and the utility relocation work in accordance with Sections II.E., II.F. and II.H., and (3) provision of construction staging areas and utility service in accordance with Sections II.G and II.J., the Authority shall reimburse the City in the amount of Five Hundred Sixteen Thousand Six Hundred Ninety-Nine and 54/100 Dollars (\$516,699.54) for costs the City incurs in the design, construction, and installation of traffic signalization necessitated by the construction of Segment IV. Eighteen Thousand and No/100 Dollars (\$18,000.00) of that amount was committed by the Authority to discharge the City's estimated overtime costs resulting from the Authority's determination subsequent to the effective date and prior to the execution date of this Agreement to accelerate the opening of Segment IV. The City shall design, prepare and issue construction plans and specifications, take bids, award contracts and purchase orders and shall install, test, supervise and maintain (or cause the same to be done) any permanent traffic

signalization systems at the intersections of the City's streets with Segment IV as shown on Exhibit I attached hereto and made a part hereof, and also shall relocate, at its sole expense, any traffic signals, conduit, interconnections with the railroad signals, controllers or any other related facilities that may be required for the construction of Segment IV (collectively, the "Signalization Work"). The Authority shall have no reimbursement obligations, and the Authority shall be released from any obligation to pay the applicable intersection amount with respect to any intersection for which the Signalization Work is not completed by the applicable date shown in the "Timetable" column of Exhibit I. In addition, if any of the Signalization Work is not completed in accordance with the Timetable, the Authority, at its discretion, may place stop signs or other temporary traffic control devices, signals or signage as it determines to be necessary or convenient for the operation of Segment IV, but shall have no obligation to do so. The City shall ensure that the design and performance of the Signalization Work (including all related relocation and installation activities) do not delay or impede the construction, opening to traffic, or operation of Segment IV. To that end, the City shall submit the plans and specifications for the Signalization Work to the Authority for its review and approval prior to commencing any of the Signalization Work, provided that the Authority's review and approval shall not impose any obligation or liability on the Authority with respect to the Signalization Work or alter or abrogate any of the City's obligations pursuant to this Agreement. 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. The Authority agrees to reimburse the City in accordance with this Section II.I. within five (5) business days after the later of (a) the City's completion of the

Signalization Work, (b) the Authority's receipt of the City's invoice(s) to the Authority, together with adequate supporting documentation, and (c) the execution date hereof. The Authority's sole obligation regarding the Signalization Work is one of reimbursement only, and nothing contained in this Agreement (including the Authority's right to be place temporary traffic control devices, signals or signage) shall impose upon or create for the Authority any responsibility for (i) the proper design, operation or maintenance of traffic signalization along Segment IV or (ii) the police enforcement required for securing compliance with the traffic signals described in this Agreement. Notwithstanding anything to the contrary set forth in this Section II.I. or in any of the Exhibits referenced therein or elsewhere in this Agreement, the Authority acknowledges and agrees that as of the execution date of this Agreement, the City has fully qualified for the \$516,699.54 reimbursement described in this Section II.I. The City, in turn, acknowledges and agrees that as of the execution date of this Agreement, the Authority has paid the City One Hundred Ninety-Two Thousand Twenty-Six and 14/100 Dollars (\$192,026.14) of the \$516,699.54 amount owing under this Section II.I., leaving a balance of Three Hundred Twenty-Four Thousand Seven Hundred Seventy-Three and 40/100 Dollars (\$324,673.40), subject to offsets and credits owed the Authority pursuant to this Agreement.

J. Utility Service

The City, at its cost and when requested by the Authority, will supply water and sanitary sewer service to the Authority's facilities, including ancillary support and administration buildings, ramp tollbooths and main lane toll plazas, and landscaped areas that are located within the City's corporate limits. The City shall invoice the Authority only for the Authority's actual usage of said services at such standard rates as the City charges other governmental entities, and the Authority shall promptly pay all invoices submitted therefor by the City.

**ARTICLE III.
MAINTENANCE**

A. Summary of Terms and Limits of Maintenance for Segment IV

As described in Section IV.B. of this Agreement, the Authority shall design and construct a northbound Service Road through portions of Segment IV right-of-way situated within the City's corporate limits. The northbound Service Road is situated on the east side of the Segment IV right-of-way between the northbound toll lanes and the east Segment IV right-of-way limits and north of Sandy Lake Road. Said northbound and southbound toll lanes (including all ramps to their gore nose or intersection with the applicable City street) are hereinafter referred to as the "Turnpike Lanes"; the portion of Segment IV right-of-way on which the Turnpike Lanes are situated is referred to as the "Turnpike Lanes Area"; and the remaining portion of Segment IV right-of-way is hereinafter referred to as the "Service Road Area." Generally, the Authority shall be responsible for the operation, maintenance, policing, regulation and repair of the Turnpike Lanes and, departing from its typical practice, the Service Road; and the City shall be responsible for the operation, maintenance, policing, regulation and repair of the City's streets, all as more specifically set forth in Sections III.B. and C. below and as depicted in Exhibit J attached hereto and made a part hereof. The maintenance provisions of this Agreement shall apply to those portions of the Turnpike Lanes Area, adjoining Service Road Area and/or rights-of-way comprising Segment IV and situated within the City's corporate limits.

B. The Authority's Maintenance Responsibilities

With respect to Segment IV, the City and the Authority acknowledge and agree that the Authority has the responsibility to:

- (1) Maintain all Segment IV 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 the Turnpike Lanes Area and the Service Road Area.
- (2) Repair and maintain all storm water conduits and receivers, both open and closed, on, along and across the Turnpike Lanes Area and the Service Road Area and maintain any drainage, utility, right-of-way or other easements directed thereon for the purpose serving Segment IV.
- (3) Maintain all improvements constructed by the Authority as a part of Segment IV exit and entrance ramps within the limits extending from the Turnpike Lanes Area or the Service Road Area to the intersection with any of the City's streets.
- (4) Repair and maintain all soundwalls, retaining walls and similar structures within the limits of the Turnpike Lanes Area and the Service Road Area.
- (5) Maintain the fence and guardrail, if any, placed along and between the Turnpike Lanes Area and Service Road Area used to protect ramp toll plazas.
- (6) Maintain all Segment IV illumination structures, including under-bridge luminaires, but specifically excluding all of the City's street intersection illumination.
- (7) Maintain complete bridge structures that carry the Turnpike Lanes over the City's streets.
- (8) Maintain structural bridge components carrying the City's streets over the Turnpike Lanes.

- (9) Maintain all Turnpike trailblazers, "Left Lane Must Enter Turnpike," "No Pedestrians, Bicycles or Motor Driven Cycles," and similar signs regarding Segment IV and/or the Turnpike within the corporate limits of the City.
- (10) License, permit, and regulate utility construction and maintenance (and, with respect to the Service Road, driveway and street connections and curb cuts) along and across the Turnpike Lanes Area and the Service Road Area.

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 or the Service Road, and/or with respect to the Turnpike Lanes Area or the Service Road Area, except as provided in Subsections III.C.(10) and IV.F.(3).

C. The City's Maintenance Responsibilities

With respect to Segment IV, 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 the City's streets over and under the Turnpike Lanes (but not including the Turnpike Lanes) situated within the corporate limits of the City, said responsibilities to include the following:

- (1) Repair and maintain all the City's streets over and under the Turnpike Lanes, including all traffic signal systems, luminaires, other illumination structures, and foundations therefor.
- (2) Repair and maintain all storm water conduits and receivers, both open and closed, on, along and across the City's streets and maintain any drainage, utility, right-of-way or other easements situated thereon for the purpose of serving Segment IV.

- (3) Repair and maintain all soundwalls, screen walls, retaining walls and similar structures outside the Turnpike Lanes Area and the Service Road Area.
- (4) Maintain all unpaved Segment IV right-of-way areas not otherwise identified herein as a responsibility of the Authority.
- (5) Keep the vegetation mown, maintain all landscaping and irrigation systems, and collect and dispose of all debris, trash and unauthorized signs accumulated in Segment IV right-of-way areas not otherwise identified herein as a responsibility of the Authority.
- (6) Maintain and, as necessary, modify guardrail and fences, if any, along and the City's streets crossing over and under the Turnpike Lanes.
- (7) Maintain and, as necessary, modify or supplement all traffic regulatory and directional signs and all pavement traffic markings on the City's streets over and under the Turnpike Lanes, except Turnpike trailblazers, "Left Lane Must Enter Turnpike," "No Pedestrians, Bicycles or Motor Driven Cycles," and similar signs regarding Segment IV and/or the Turnpike Lanes.
- (8) Furnish all policing, sweeping, flushing, snow/ice control services, and other public safety services on the City's streets crossing over and under the Turnpike Lanes.
- (9) License, permit, and regulate all driveway and street connections to the City's streets, except to or from property owned or controlled, in whole or in part, by the Authority.

- (10) Provide fire, emergency medical service and "haz-mat" response for the Turnpike Lanes and the Service Road and, additionally, policing and public safety functions for the Service Road.

The City acknowledges and agrees that the Authority shall have no responsibility or obligation to operate, maintain, police, regulate and provide public safety functions for the City's streets and no responsibility or obligation to police and provide public safety functions for the Service Road.

ARTICLE IV. GENERAL PROVISIONS

A. Term of Agreement

The term of this Agreement shall commence on the effective date set forth above and end on the complete performance by the parties hereto of all provisions of this Agreement.

B. Service Road

The Authority is obligated to construct only the service, frontage or access road (the "Service Road") which is described in this Agreement, including the Exhibits hereto. Further, the Authority may elect to delay or forego the construction of that portion of the Service Road extending from the Segment IV entrance ramp at the approximate Centerline Station 1346+00 to the IH 35E frontage road which abuts property owned by the Authority. Without limiting the provisions of Section II.A. above, the City agrees that it will not construct or otherwise approve or advance the construction of service roads or other streets to or from, abutting or paralleling Segment IV that could be reasonably characterized as competing with Segment IV. The City shall be responsible for designing, constructing, and maintaining at its sole expense any underpass U-turns and U-turn deceleration lanes along Segment IV the City desires in addition to

those depicted on Exhibit B, in the Plans, or otherwise constructed by the Authority, subject to the Authority's rights under this Agreement. The City shall ensure that the design and construction of such facilities will not delay or impede any phase of the construction of Segment IV or the operation thereof. Without limiting the foregoing, the City further agrees that the City's streets and roads will not be operated or maintained in such a manner so as to impede access to or egress from the Turnpike Lanes, and, without limiting the foregoing, in exercising its authority to license, permit and regulate driveway permits for said streets and roads, the City shall maintain control of access consistent therewith and with all other applicable terms of this Agreement. Without limiting the provisions of Section III.C. above, the City irrevocably agrees to police the Service Road constructed by the Authority within the City's corporate limits commencing upon the Authority's completion of the initial construction of Segment IV.

C. Cross Streets

If the City desires at any time to construct a new and additional cross street over or under Segment IV, it shall contact the Authority and thereafter take all steps the Authority reasonably deems necessary or desirable to ensure that the design, construction, maintenance and operation of the cross street does not impair or interfere with the design, construction, operation or maintenance of Segment IV. The City shall submit to the Authority the name of the engineering firm the City intends to retain to design the cross street and shall not award the engineering contract unless and until it receives the Authority's written approval thereof, such approval not to be unreasonably withheld or delayed. The City shall submit the plans for any such proposed cross street to the Authority for the Authority's review, and the applicable construction contract shall not be let unless and until the Authority approves the plans in writing. Thereafter, the cross street shall be constructed in accordance with the approved plans and the Authority shall have

the right to make such inspections and testing it desires to confirm same. Without limiting the foregoing, the City at its sole expense shall cause any cross street to be designed and constructed to accommodate the profile grade design of Segment IV. The City also shall cause its staff and consultants to meet and communicate with the Authority at reasonable intervals during the design and construction phases of any cross street.

D. Subsequent Agreements

The City agrees to enter into such subsequent agreement(s) with the Authority as may be necessary or desirable for either the construction, operation and maintenance of Segment IV (whether one or more, the "Subsequent Agreements") or to ensure the physical or fiscal integrity thereof. Although the precise terms of the Subsequent Agreements shall be negotiated at a later time, none of those terms shall conflict with any provision of this Agreement, absent the specific agreement of the parties to the contrary, and all such Subsequent Agreements otherwise shall be consistent with the terms and provisions hereof.

E. Control of Authority Facilities and Operations; Nonapplicability of Certain City Codes

The City acknowledges and agrees that the Authority is not subject to any zoning, building and development codes and/or ordinances promulgated and enforced by the City within the limits of the Turnpike Lanes Area, and that the City shall not assess against the Authority any development, impact, license, zoning, permit, building, connection or construction fee(s) of any kind with respect to the construction or operation of Segment IV within the Turnpike Lanes Area. The parties are subject to certain federal regulations, in particular those related to the Clean Air Act, which may affect the Authority and its contractors in their performance of this Agreement. The City acknowledges that as a result of federal and/or state regulations, traffic control concerns, work sequencing or weather-related issues or general scheduling matters, the

Authority may be required to perform construction activity at night, and the City agrees to accommodate and support such activity if necessary.

F. Storm Water Permitting

The City will permit the Authority to connect to the City's municipal separate storm sewer and storm water drainage systems (the "MS4"), if any. The City will provide easements and other interests and make such enlargement or other betterment work required for the efficient discharge of project storm water from the Turnpike; the City has fully satisfied and discharged its obligations under this sentence as of the execution date of this Agreement. If the Authority must seek permitting for storm water discharges or outfalls, the City agrees, at the Authority's option, to either (a) include the Authority as a co-permittee in the City's MS4 storm water permit applications or (b) provide the information and assistance necessary to allow the Authority to seek an individual permit for the MS4 operated by the Authority within the corporate limits of the City; the City has fully satisfied and discharged its obligations under this sentence as of the execution date of this Agreement. At the City's request, the Authority will provide the City with technical information and assistance required to prepare the applications. Whether an individual or co-permit is obtained, the City and the Authority agree as follows:

- (1) The Authority will be responsible for the operation and maintenance of the MS4s it owns within the Turnpike Lanes Area unless otherwise provided in an agreement with the City. The City shall be responsible for the construction, operation, maintenance, and inspection of the MS4s it owns within its rights-of-way. In like manner, the City and Authority shall each be responsible and liable for any fines and/or penalties which may be assessed in relation to their own MS4 permits.

- (2) Each party will submit its own proposed storm water management program as part of its MS4 permit application and will be responsible for implementing the program on the MS4 for which it is the operator and for complying with the conditions of its storm water permit relating to the program.
- (3) Each party will implement procedures to investigate, detect, and abate unlawful discharges and improper disposal of pollutants into the MS4s that each party operates. If discharges to the MS4 operated by the Authority are involved, the City and the Authority shall consult with each other on water quality problems attributable to third parties, and will coordinate efforts to initiate a mutually acceptable response to minimize or eliminate the water quality problems. At the Authority's request, the City will enforce against liable third parties the City's regulations regarding the contribution of pollutants to the MS4 caused or occurring within the Turnpike Lanes Area, but the Authority's right to regulate the same third-party conduct shall not be affected thereby.
- (4) The Authority will use reasonable efforts to control pollution in storm water that originates on the Turnpike Lanes Area, as required by the conditions of its MS4 storm water permit. The City will use reasonable efforts to control pollution in storm water discharged onto the Turnpikes Lane Area, as required by the conditions of its MS4 storm water permit.
- (5) Each party will promptly notify the other if it knows of a release of oil or a hazardous substance in an amount that may be violative of any law, regulation or permit and that may be introduced into the other party's MS4.

- (6) After reasonable notice to the Authority and subject to safety and traffic-control measures required by the Authority in response to such notice, the City may enter the Turnpike Lanes Area to conduct inspections reasonably related to monitoring compliance with storm water pollution laws by parties other than the Authority.
- (7) Utility construction, operation or maintenance, or any inspection or other activity performed by the City, its agents, employees or contractors on the Turnpike Lanes Area shall not commence without the prior consent of the Authority and shall comply with all applicable local, state and federal laws and regulations.
- (8) The Authority may incorporate into its MS4 permit applications and reports the results of the City's tests conducted in connection with its MS4 storm water permits, including "wet-weather" monitoring results (whether under the wet-weather monitoring program coordinated by the North Central Texas Council of Governments or otherwise) and "dry weather" field screening.
- (9) At the City's request, the Authority will make available to the City research related to highway operations and storm water runoff referenced in the storm water management plan included in Part 2 of the Authority's National Pollution Discharge Elimination Systems permit application, including design procedures and standard details developed by the Authority as best management practices for construction activities and for permanent storm water quality structural treatment controls.
- (10) The Authority may state its reliance on the storm water public awareness program, which is required by the MS4 storm water permit for the City and which

is conducted by the City, as a program that satisfies the Authority's public awareness program obligations under the MS4 storm water permit.

- (11) The City and the Authority each may incorporate into its respective MS4 permit applications and reports information from the permit applications or reports filed by the other.

G. Soundwalls

The Authority is required to construct the soundwall, retaining walls and similar structures shown on Exhibits B and J and in the Plans as a condition of operating Segment IV. The provision of soundwalls, also known as noise walls, has been analyzed in the Final Environmental Impact Statement ("FEIS") process according to applicable FHWA criteria. The FEIS contains results of that analysis and/or noise contours based upon projected Segment IV noise levels. The Authority has provided a copy of the FEIS to the City. The City shall use the information in determining compatible land uses based on projected noise levels. The City acknowledges that the Authority shall not be responsible for constructing any soundwalls which (1) are not identified by the FEIS, (2) are not approved by adjacent property owners, or (3) are required due to incompatible land uses that the City allows to be planned, platted, approved or constructed where the noise contours or analysis indicate that the FHWA or other applicable sound criteria are exceeded. The Authority will not be liable or obligated, financially or otherwise, for providing soundwalls to any development which is proposed, platted, approved, permitted or constructed after the completion of the FEIS. The Authority has no obligation to maintain and repair any soundwalls, retaining walls or similar structures which are (a) not located within the Turnpike Lanes Area or the Service Road Area but are within the City's corporate limits or (b) constructed by or on behalf of the City. Further, notwithstanding anything

to the contrary set forth in this Agreement, the Authority and the City acknowledge and agree that the Authority was not required to construct any soundwalls within the corporate limits of the City and has no maintenance or repair obligations with respect to any such structure.

H. Billboards

With respect to billboards or similar outdoor signs within the Turnpike Lanes Area, the Authority shall follow its policy expressed in Resolution No. 98-048, dated July 24, 1998, of removing all existing billboards and similar outdoor signs when acquiring real property and terminating all leases and other instruments pertaining thereto, to the greatest extent practical and permissible under applicable law. The City agrees to cooperate with the Authority to prohibit and eliminate the presence of billboards or other similar outdoor signs that would or could be visible from the traveled portion of Segment IV. The City shall be solely responsible for (1) the removal of any billboards and similar outdoor signs situated within that portion of Segment IV right-of-way the City acquires and donates pursuant to Sections II.C. and D., (2) any related relocation costs and other consideration, and (3) the removal of other billboards and similar outdoor signs to the greatest extent practical and permissible under applicable laws. The Authority and the City agree that, to the extent permitted by law, neither party shall consent to or permit the future construction or installation of billboards or similar outdoor signs on, or visible from, the Segment IV right-of-way. As of the execution date of this Agreement, the Authority acknowledges and agrees that the City has no unfulfilled obligations with respect to the subject matter of clause (1) of the third sentence of this Section IV.H.

I. No Liability

Nothing in this Agreement shall be construed to place any liability on the City, the Authority, the Consulting Engineer, the Construction Manager, the Section Engineers or any of

the Authority's or City's respective employees, consultants, contractors, agents, servants, directors or officers for any alleged personal injury or property damage arising out of Segment IV evaluation, design, construction or operation, or for any alleged personal injury or property damage arising out of the City's operation, policing, regulation, maintenance or repair of the Service Road, the Service Road Area or the City's streets connecting to or crossing Segment IV. Furthermore, it is not the intent of this Agreement to impose upon the City or the Authority any liability for any alleged injury to persons or damage to property arising out of any matters unrelated to the terms of this Agreement or with respect to any actions undertaken by any consultant or 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 the City or the Authority, including the defense of governmental immunity.

J. The Financing

The Authority intends to finance, in part, the design and construction of Segment IV with proceeds from the issuance of commercial paper, the sale of one or more series of "completion bonds" or other revenue bonds, and/or other financing, which bonds or other products also may include amounts for refunding all or certain Dallas North Tollway System revenue bonds previously issued by the Authority (collectively, the "Financing"). All of the Authority's obligations regarding the construction of Segment IV are contingent and conditioned upon the successful issuance and sale of said revenue bonds or other actions pertaining to the Financing and the Authority's receipt of the proceeds from the Financing. If reasonably requested by the Authority, the City shall promptly cooperate with the Authority by providing assurances or other information necessary for obtaining the Financing, including assurances and information contained in any official statement or similar document issued for the Financing, provided that

said assurances and/or information are, in the City's reasonable judgment, consistent with the provisions of this Agreement. Copies of this Agreement will be provided to, and reviewed and relied upon by, underwriters, investment bankers, brokerage firms and similar parties in connection with the provision of the Financing.

**ARTICLE V.
MISCELLANEOUS**

A. 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 (1) when delivered in hand, (2) one (1) business day after being deposited with a reputable overnight air courier service, or (3) 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:

By hand delivery or air courier:

City of Carrollton
Attn: Leonard Martin, City Manager
1945 E. Jackson Road
Carrollton, Texas 75006

By mail:

City of Carrollton
Attn: Leonard Martin, City Manager
P. O. Box 110535
Carrollton, Texas 75011-0535

In the case of the Authority:

By hand delivery or air courier:

North Texas Tollway Authority
Attn: Jorge Figueredo, Ph.D., Executive Director
5900 W. Plano Parkway, Suite 100
Plano, Texas 75093

By mail:

North Texas Tollway Authority
Attn: Jorge Figueredo, Ph.D., Executive Director
P.O. Box 260729
Plano, Texas 75026

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.

B. Relationship of the Parties; No Joint Enterprise

Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or by any third party as creating, (1) the relationship of principal and agent, partnership or joint venture between the City and the Authority or (2) a joint enterprise between the City, the Authority and/or any other party. Without limiting the foregoing, the purposes for which the City and Authority have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the parties hereto.

C. 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 its respective interests in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

D. Severability

If any provision of this Agreement, or the application thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or

circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

E. 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.

F. Limitations

All covenants and obligations of the City and the Authority under this Agreement shall be deemed 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.

G. Sole Benefit

This Agreement is entered into for the sole benefit of the City, the Authority and their respective successors, and 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.

H. 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. Each signatory on behalf of the City and the Authority, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

I. 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.

J. 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.

K. 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.

L. 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.

M. Counterparts

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

N. Headings

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

O. The Plans

The final plans referenced in the Section I.A. and defined therein as the "Plans" are the following:

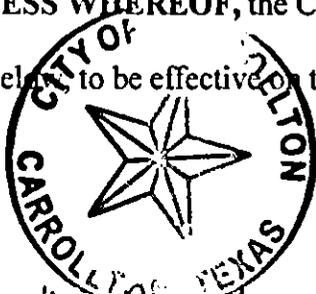
- (1) DNT-331, President George Bush Turnpike/IH 35E Interchange Phase 2
 - From IH 35E, west approximately 0.4 miles
 - Sta. 1340+16.80 to Sta. 1362+76.13, 0.4 miles
 - Plans signed September 6, 2002

- (2) DNT-332, President George Bush Turnpike
 - From South of Belt Line Road to West of IH 35E
 - Sta. 1216+00 to Sta. 1345+72.58 (back)/Sta. 1340+16.80(ahead), 2.5 miles
 - Plans signed November 5, 2002

- (3) DNT-334, President George Bush Turnpike/IH 35E Interchange Phase 2
 - From North of Valley View Lane to South of Belt Line Road
 - Sta. 1142+00(SB)/1142+60 (NB) to Sta. 1216+00, 1.4 miles
 - Plans signed December 17, 2002

- (4) DNT-335, President George Bush Turnpike/IH 35E Interchange Phase 2
 - From IH 635 to North of Valley View Lane (+/- 650' north of Carrollton/Farmers Branch city limit line)
 - Sta. 1094+91.00 to Sta. 1142+00(SB)/1142+60 (NB), 0.9 mile
 - Plans signed November 27, 2002

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:

CITY OF CARROLLTON,
a Texas municipal corporation

Laura M. Bell
City Secretary

By: *Leonard Martin*
Leonard Martin
City Manager

APPROVED AS TO FORM:

Date: 4-28-08

R. Clayton Hutchins
City Attorney

By: *R. Clayton Hutchins*
Name: _____

ATTEST:

NORTH TEXAS TOLLWAY AUTHORITY

Ruby Franklin
Ruby Franklin
Secretary

Rich Hight
for Jorge Figueredo, Ph.D.
Executive Director *Rick Herington*
Deputy Exec Director

Date: 4/25/08

APPROVED AS TO FORM:
Locke Lord Bissell & Liddell LLP

By: *Frank E. Stevenson, II*
Frank E. Stevenson, II



EXHIBIT A
INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF CARROLLTON
FOR THE DESIGN, CONSTRUCTION
AND MAINTENANCE OF SEGMENT IV
OF THE PRESIDENT GEORGE BUSH TURNPIKE

RESOLUTIONS SUPPORTING DESIGN, CONSTRUCTION AND OPERATION OF SEGMENT IV
(Recitals)

[to be provided]

RESOLUTION NO. 3155

A RESOLUTION OF THE CITY OF CARROLLTON, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE NORTH TEXAS TOLLWAY AUTHORITY (NTTA) TO PROVIDE FOR FUNDING FOR INFRASTRUCTURE IMPROVEMENTS ALONG SEGMENT IV OF THE PRESIDENT GEORGE BUSH TURNPIKE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, NTTA has requested that the city design and construct the traffic signals along Segment IV of the PGBT and upsize storm water facilities along Sandy Lake Road; and

WHEREAS, the city has done this work at a substantial cost to the tax payers; and

WHEREAS, the city has requested that the NTTA reimburse the city for its expenses related to this work; and

WHEREAS, the city has requested that the NTTA providing funding for a future security fence along the remaining landfill property that was not deeded over to the NTTA for the construction of the PGBT; and

WHEREAS, the city has requested that the NTTA provide additional brick pavers along sections of the median along Sandy Lake Road for which the City will deduct actually cost from the amount to be reimbursed the city for the expenses described above.

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

SECTION 1:

That the City Council of the City of Carrollton hereby authorizes the City Manager to execute the Interlocal Agreement with the NTTA for the PGBT Segment IV.

SECTION 2:

That this resolution shall take effect immediately from and after its passage.

Res. No. 3155

PASSED on this 8 day of January, 2008.

City of Carrollton, Texas

By: Becky Miller
Becky Miller, Mayor

ATTEST:

Ashley Mitchell
Ashley Mitchell, City Secretary

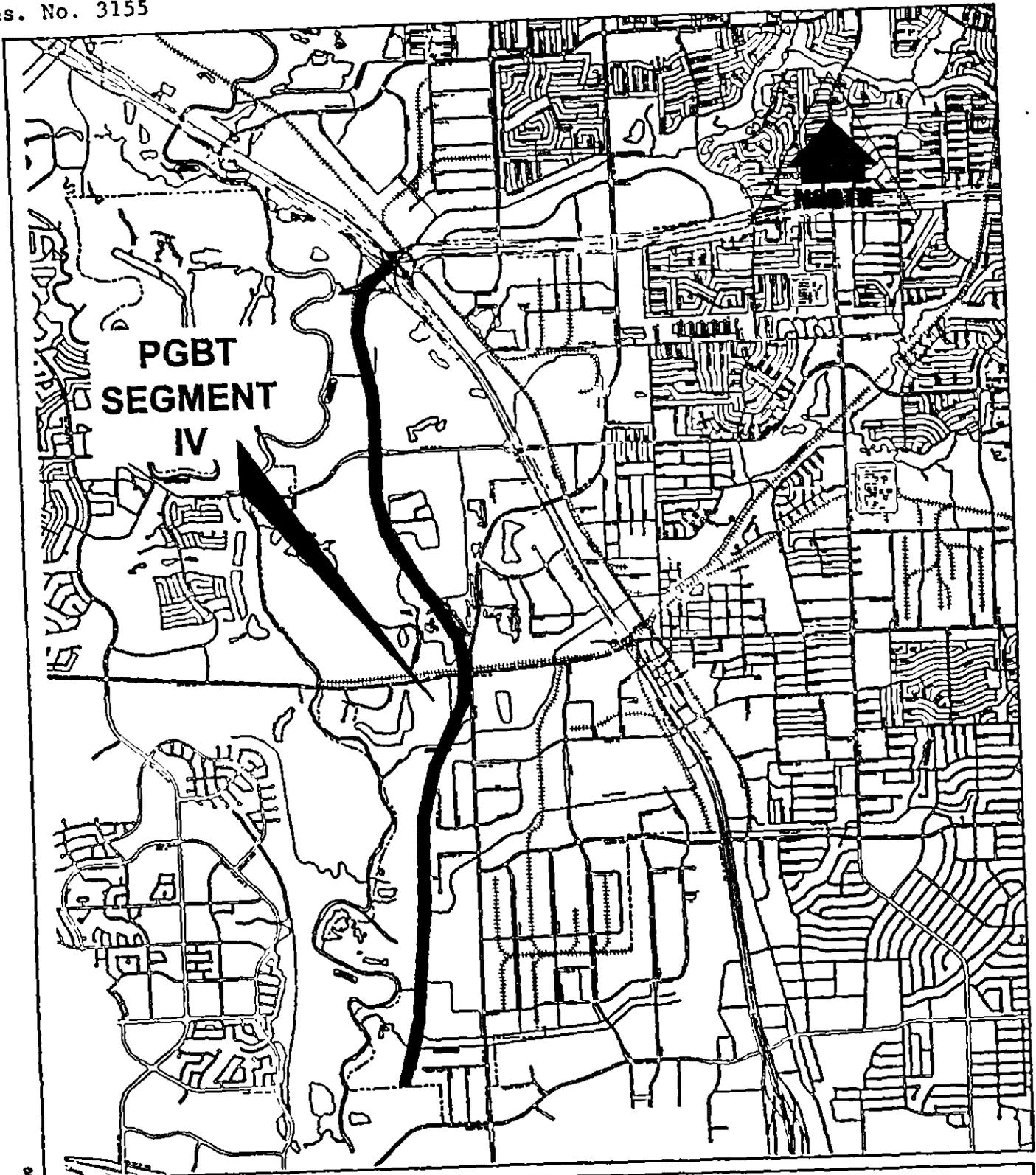


Approved as to form:

R. Clayton Hutchins
R. Clayton Hutchins, Assistant City Attorney

Approved as to content:

Cesar G. Molina, Jr.
Cesar G. Molina, Jr., (P.E.), Director of Engineering



**PGBT
SEGMENT
IV**

**CARROLLTON/NTTA
INTERLOCAL AGREEMENT**

SCALE: NTS DATE: 12/07

CARROLLTON ENGINEERING
DEPARTMENT

FILE NAME: PGBT SECT IV INTRALOCAL.DWG

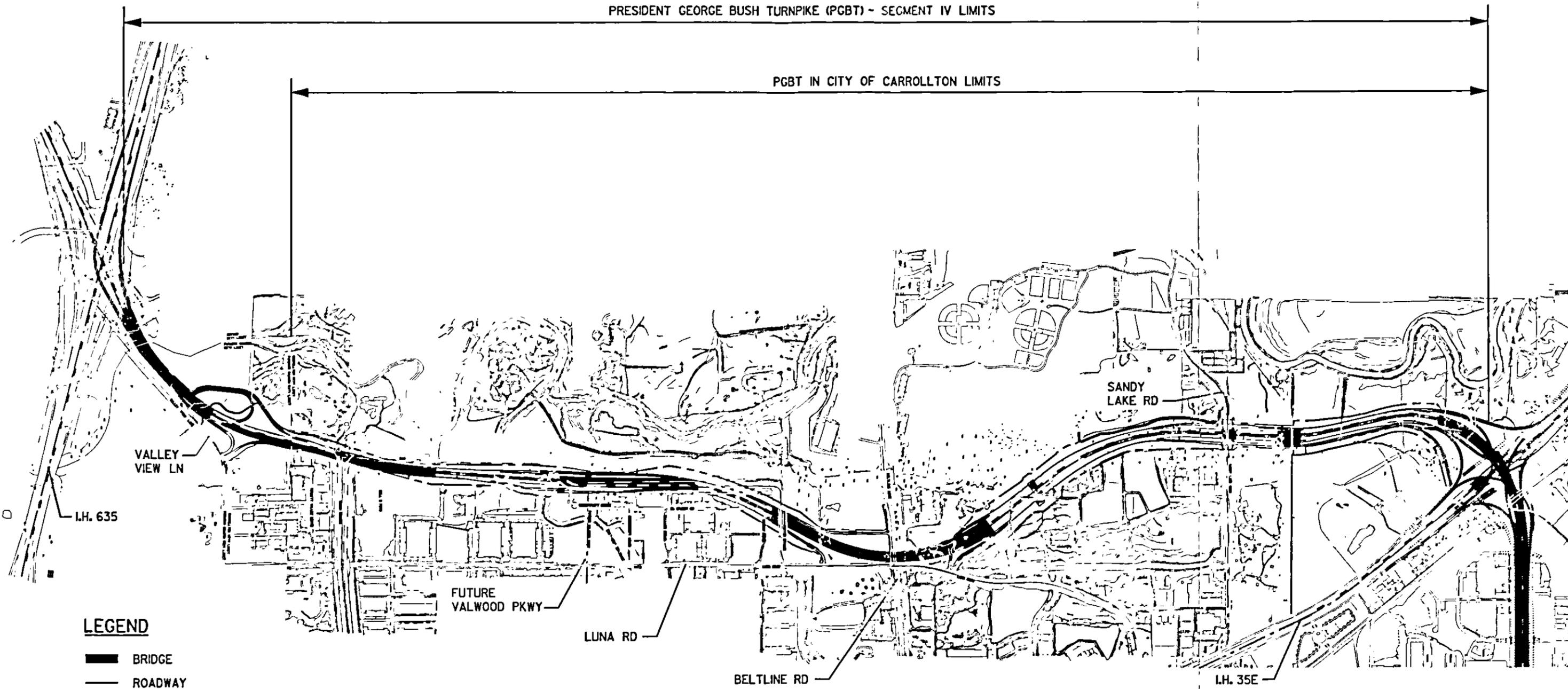
EXHIBIT B
INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF CARROLLTON
FOR THE DESIGN, CONSTRUCTION
AND MAINTENANCE OF SEGMENT IV
OF THE PRESIDENT GEORGE BUSH TURNPIKE

DEPICTION OF DESIGN, ALIGNMENT AND OTHER FEATURES OF SEGMENT IV
(Sec.I.A.)

[see following page]

PRESIDENT GEORGE BUSH TURNPIKE (PGBT) - SEGMENT IV LIMITS

PGBT IN CITY OF CARROLLTON LIMITS



LEGEND

-  BRIDGE
-  ROADWAY
-  PROP. R.O.W.



Scale: N.T.S.



**EXHIBIT B - DEPICTION OF DESIGN, ALIGNMENT AND
OTHER FEATURES OF SEGMENT IV**



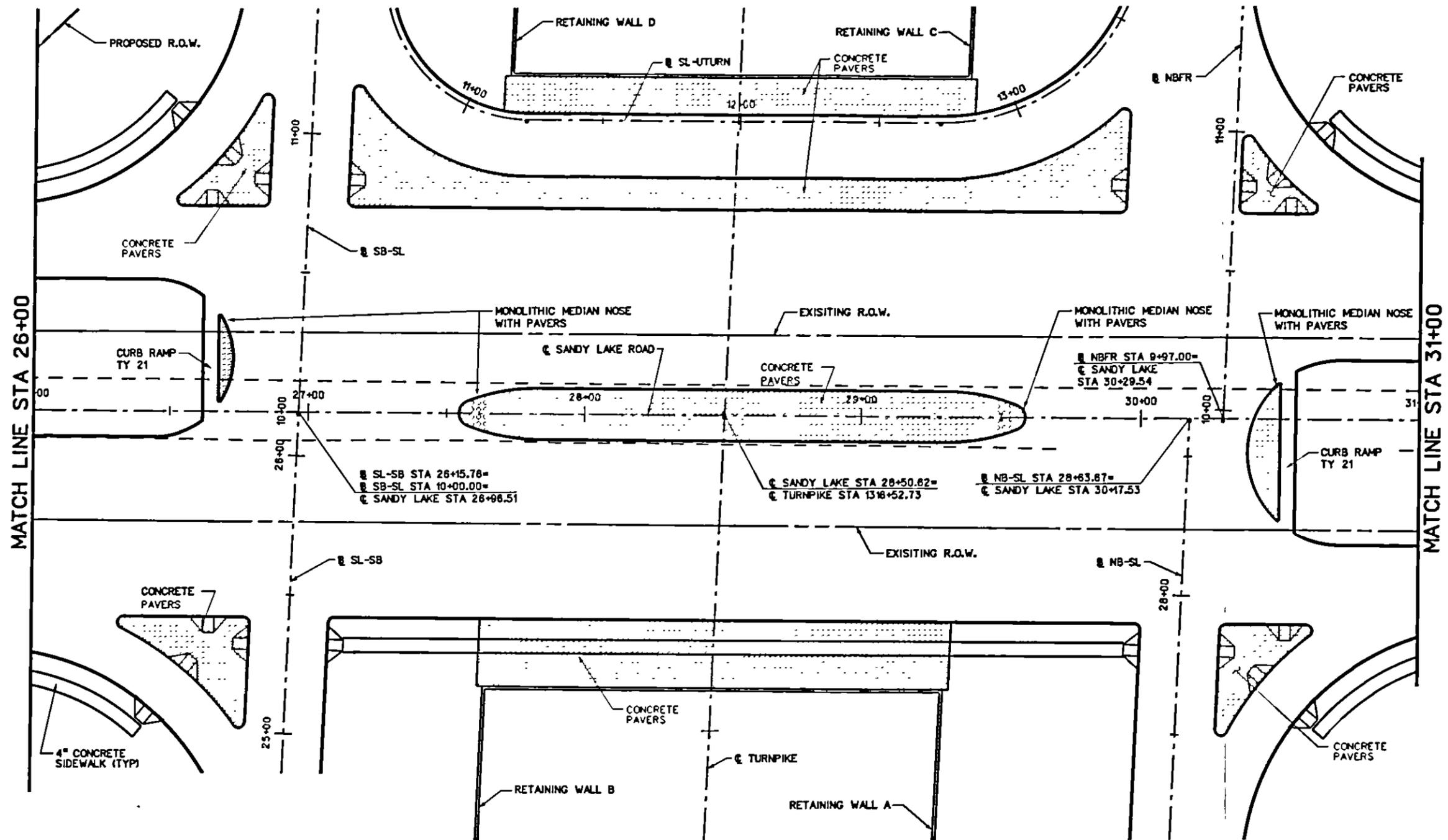
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EXHIBIT C-1
**INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF CARROLLTON
FOR THE DESIGN, CONSTRUCTION
AND MAINTENANCE OF SEGMENT IV
OF THE PRESIDENT GEORGE BUSH TURNPIKE**

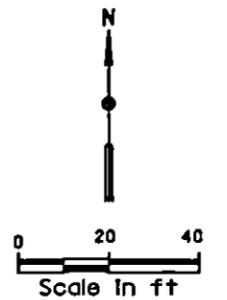
DEPICTION OF PAVERS
(Subsec.I.B.(2))

[see following pages]

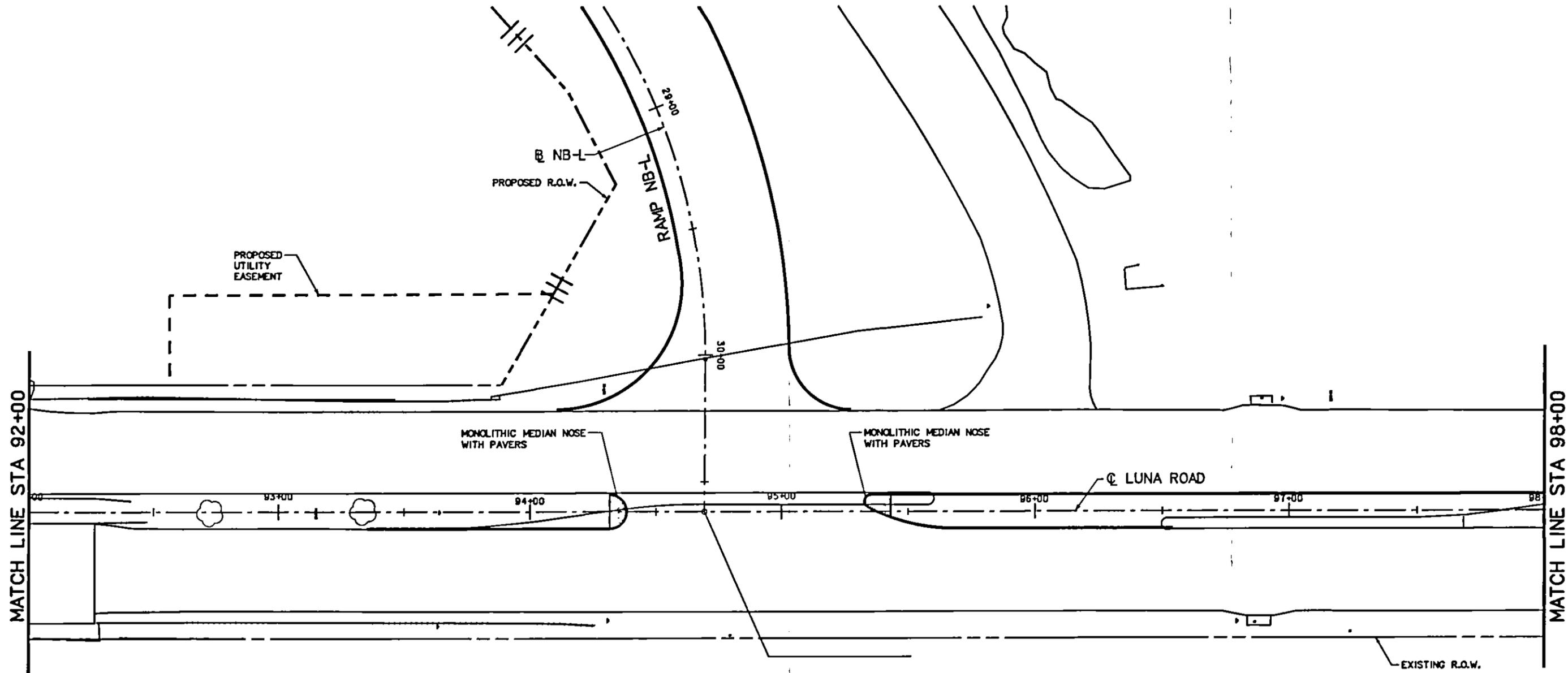


LEGEND

-  ADDITIONAL CONCRETE PAVERS REQUESTED BY CITY OF CARROLLTON
-  ORIGINALLY PROPOSED CONCRETE PAVERS

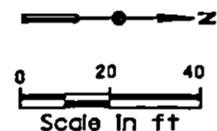


**EXHIBIT C-1 - SANDY LAKE ROAD INTERSECTION LAYOUT
(DEPICTION OF PAVERS)**



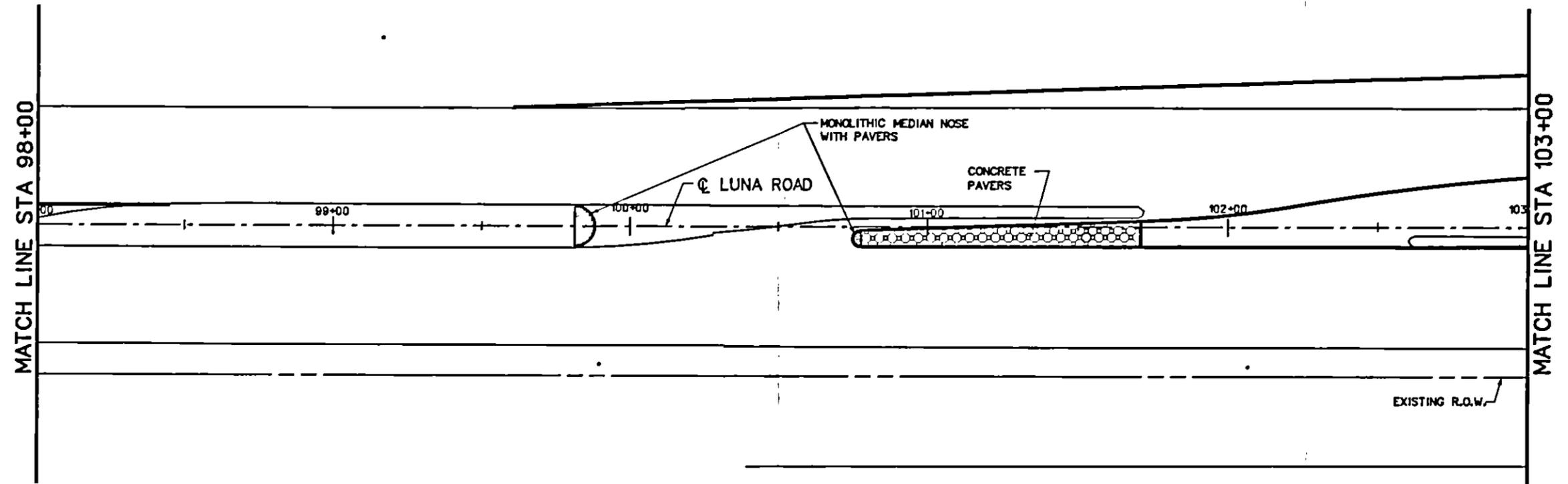
LEGEND

-  ADDITIONAL CONCRETE PAVERS REQUESTED BY CITY OF CARROLLTON
-  ORIGINALLY PROPOSED CONCRETE PAVERS



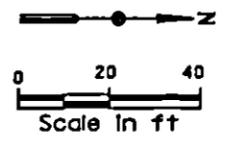
**EXHIBIT C-1 - LUNA ROAD INTERSECTION LAYOUT
(DEPICTION OF PAVERS)**

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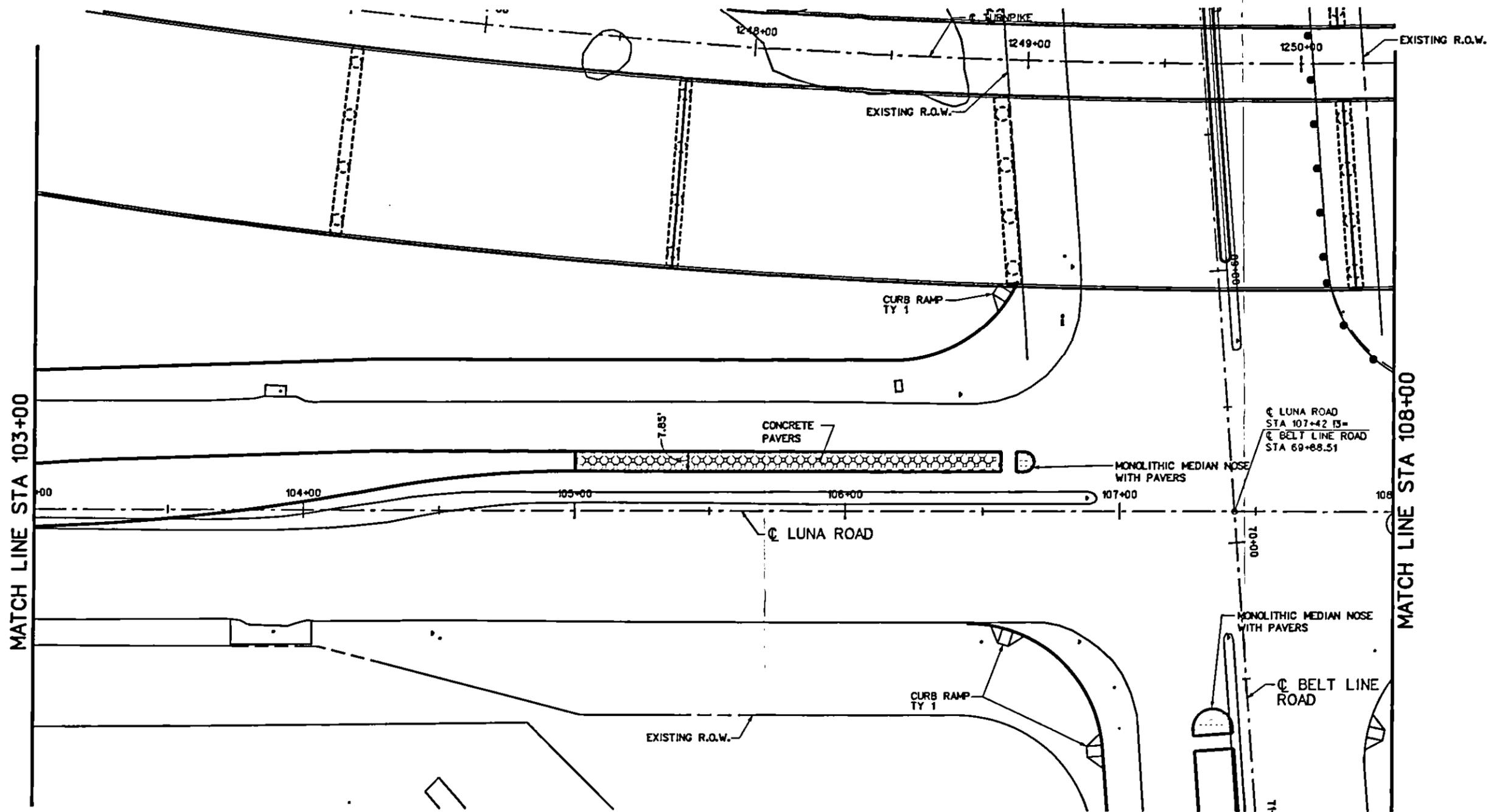


LEGEND

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-  ORIGINALLY PROPOSED CONCRETE PAVERS

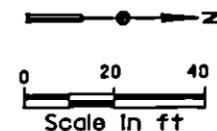


**EXHIBIT C-1 - LUNA ROAD INTERSECTION LAYOUT
(DEPICTION OF PAVERS)**



LEGEND

-  ADDITIONAL CONCRETE PAVERS REQUESTED BY CITY OF CARROLLTON
-  ORIGINALLY PROPOSED CONCRETE PAVERS

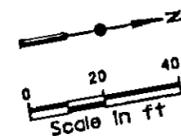
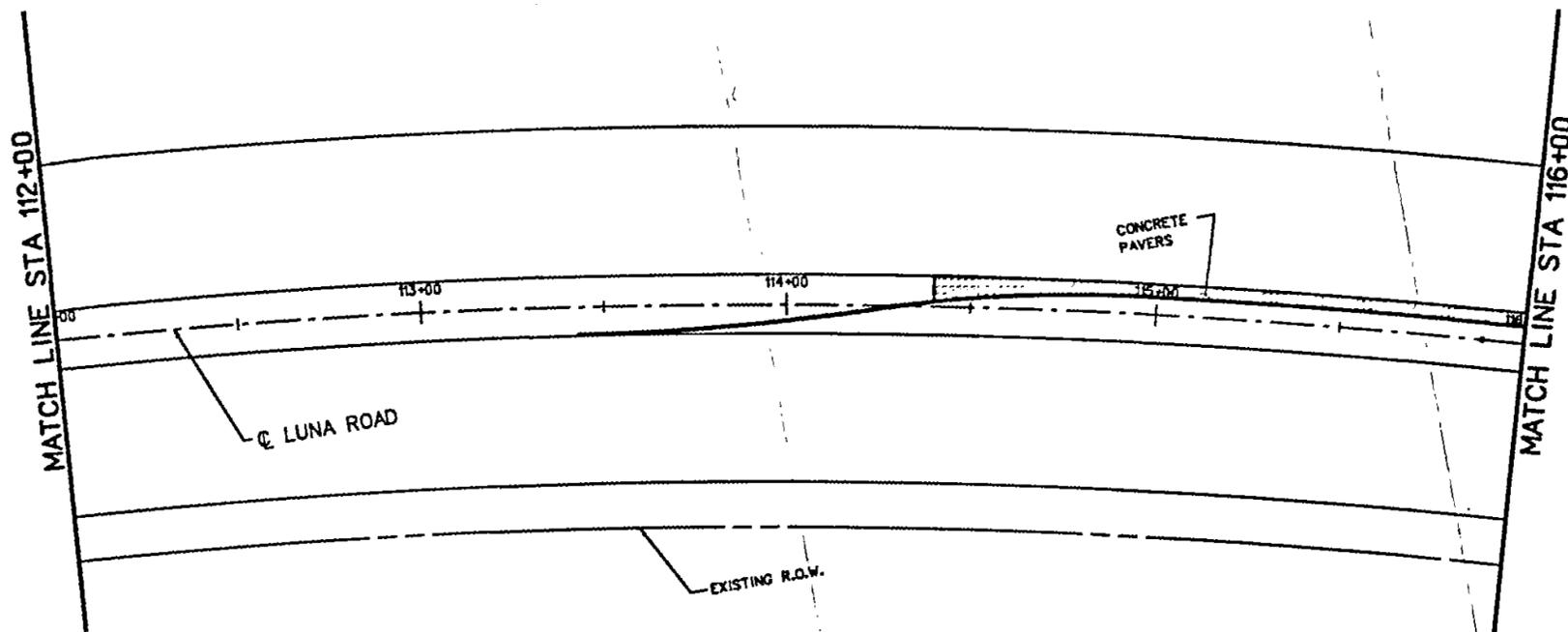


**EXHIBIT C-1- LUNA ROAD INTERSECTION LAYOUT
(DEPICTION OF PAVERS)**



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LEGEND

-  ADDITIONAL CONCRETE PAVERS REQUESTED BY CITY OF CARROLLTON
-  ORIGINALLY PROPOSED CONCRETE PAVERS

**EXHIBIT C-1 - LUNA ROAD INTERSECTION LAYOUT
(DEPICTION OF PAVERS)**

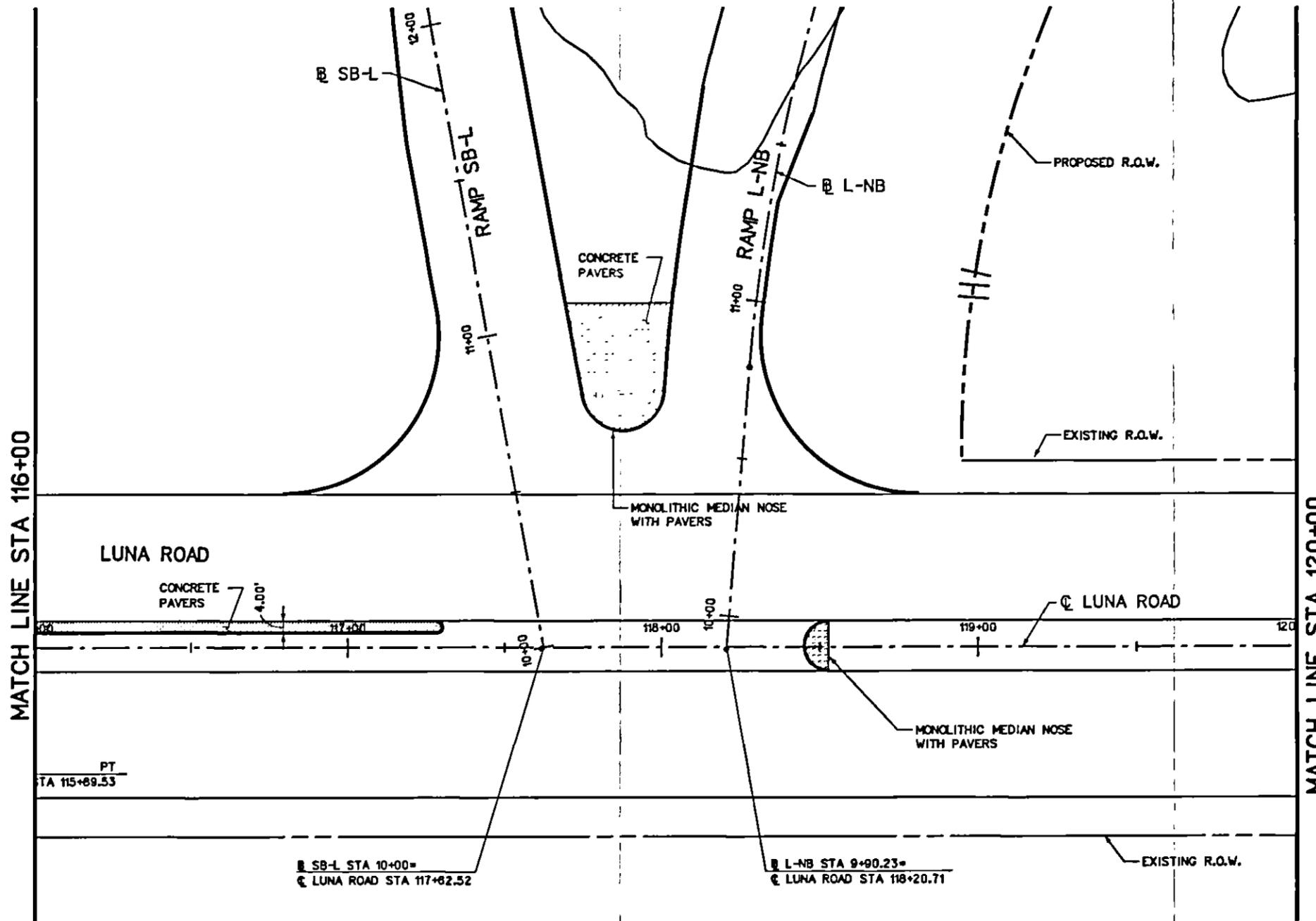
NTTA
NORTH TEXAS TOLLWAY AUTHORITY



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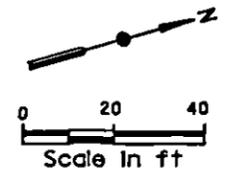
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LEGEND

-  ADDITIONAL CONCRETE PAVERS REQUESTED BY CITY OF CARROLLTON
-  ORIGINALLY PROPOSED CONCRETE PAVERS

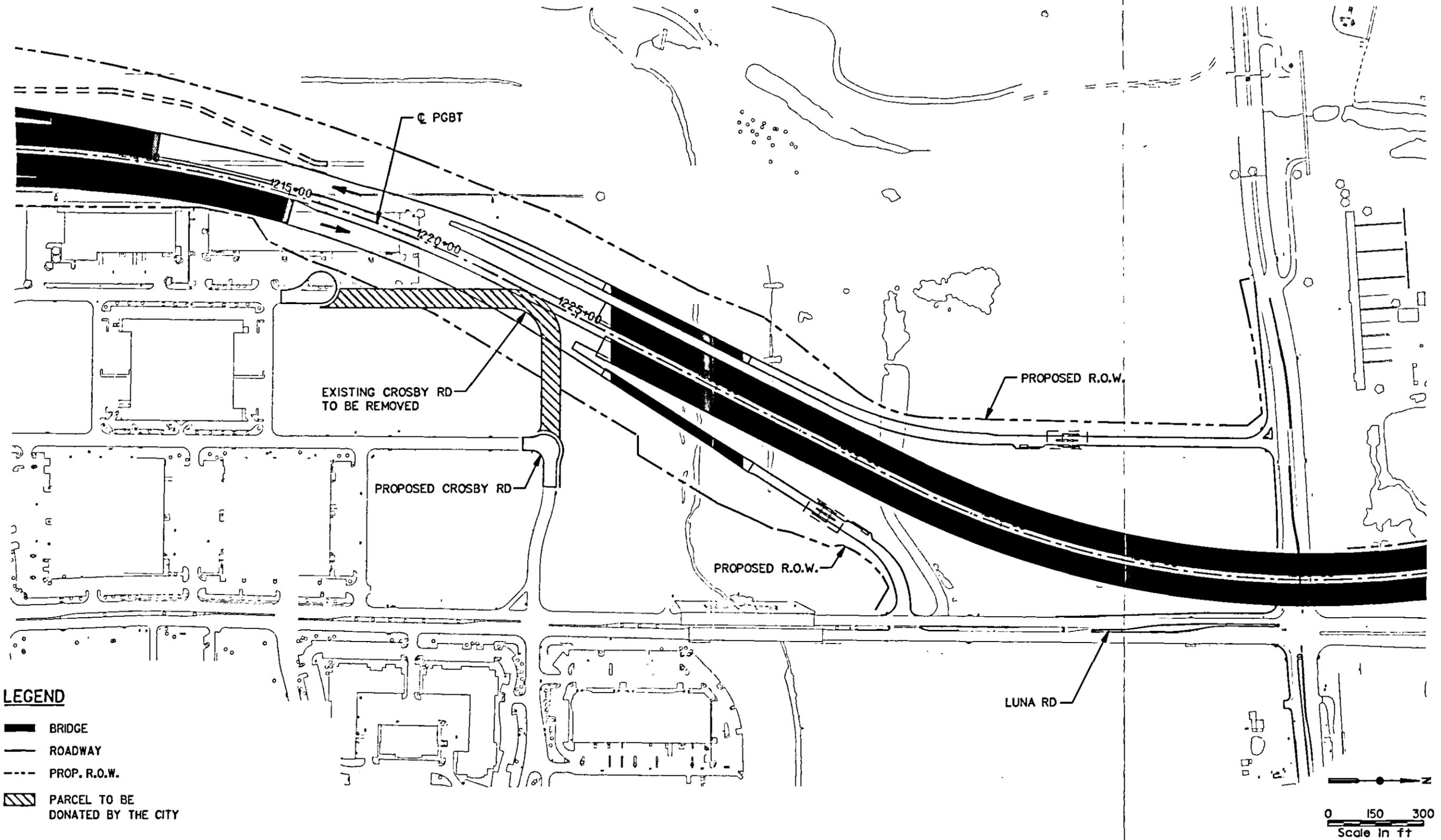


**EXHIBIT C-1 - LUNA ROAD INTERSECTION LAYOUT
(DEPICTION OF PAVERS)**

EXHIBIT C-2
INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF CARROLLTON
FOR THE DESIGN, CONSTRUCTION
AND MAINTENANCE OF SEGMENT IV
OF THE PRESIDENT GEORGE BUSH TURNPIKE

WEST CROSBY ROAD RELOCATION AND REQUIRED RIGHT-OF-WAY
(Subec.II.D.(1))

[see following page]



LEGEND

-  BRIDGE
-  ROADWAY
-  PROP. R.O.W.
-  PARCEL TO BE DONATED BY THE CITY

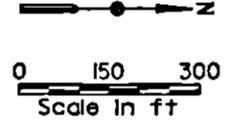


EXHIBIT C-2 - WEST CROSBY ROAD RELOCATION AND REQUIRED RIGHT-OF-WAY



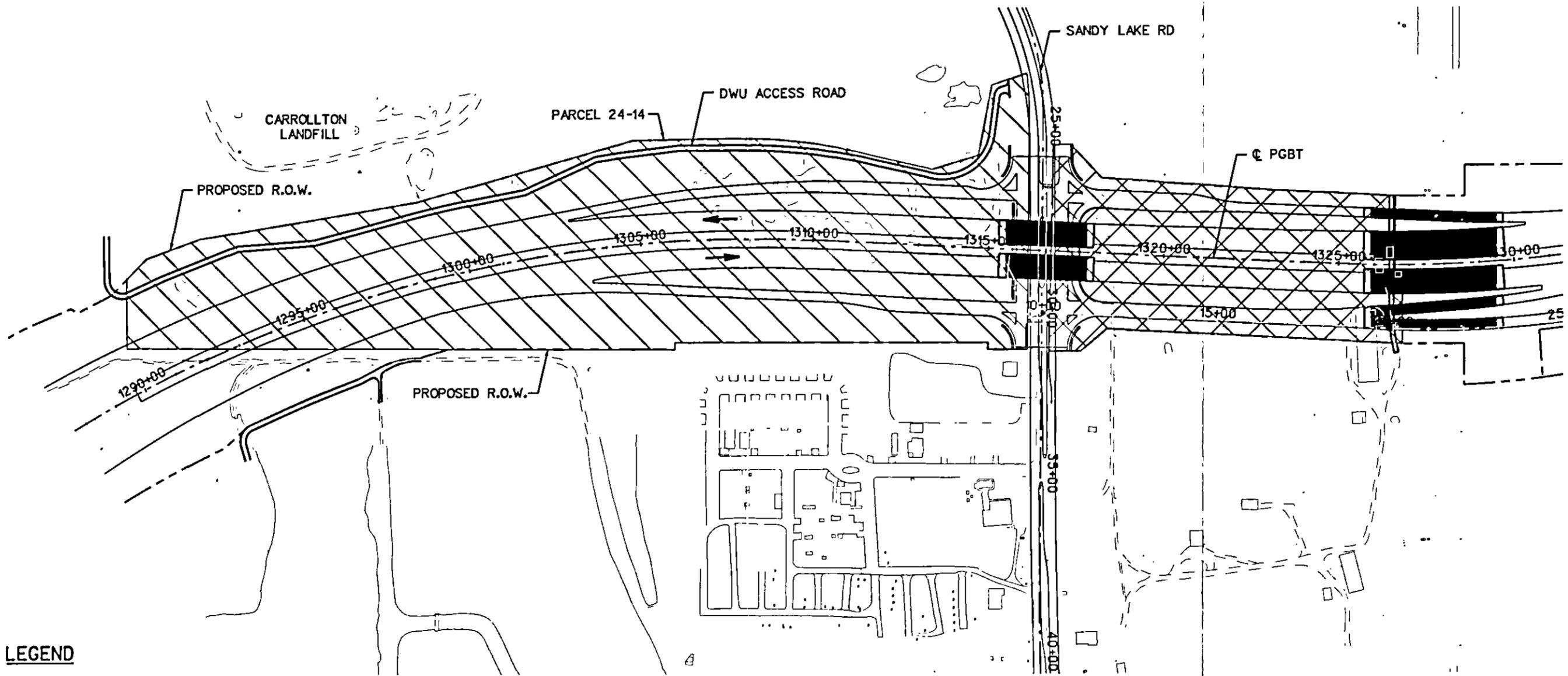
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EXHIBIT D
INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF CARROLLTON
FOR THE DESIGN, CONSTRUCTION
AND MAINTENANCE OF SEGMENT IV
OF THE PRESIDENT GEORGE BUSH TURNPIKE

SANDY LAKE ROAD MODIFICATION AND REQUIRED RIGHT-OF-WAY
(Subsec.II.D.(2))

[see following page]



LEGEND

-  BRIDGE
-  ROADWAY
-  PROP. R.O.W.
-  PARCEL TO BE DONATED BY THE CITY
-  PARCEL OWNED BY NTTA

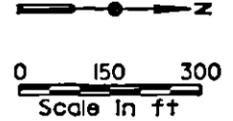


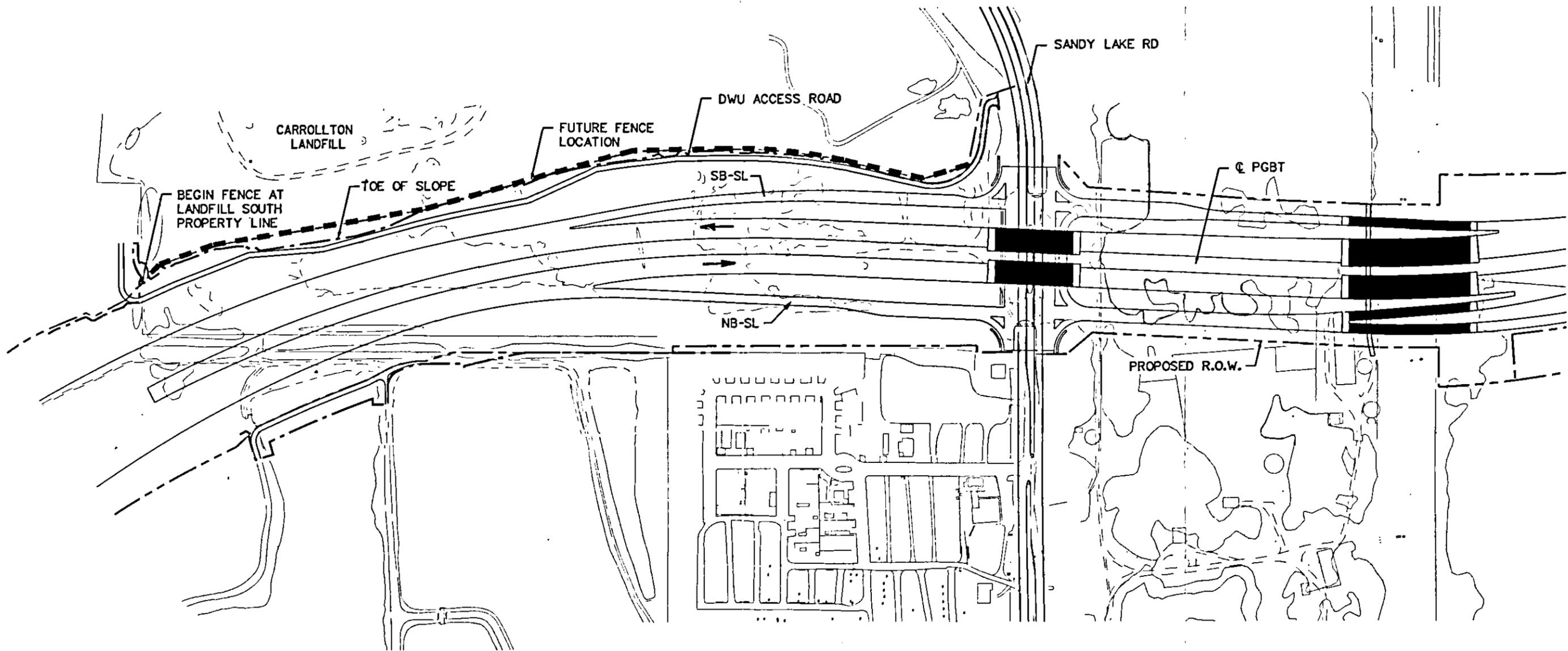
EXHIBIT D - SANDY LAKE ROAD MODIFICATION AND REQUIRED RIGHT-OF-WAY

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EXHIBIT E
INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF CARROLLTON
FOR THE DESIGN, CONSTRUCTION
AND MAINTENANCE OF SEGMENT IV
OF THE PRESIDENT GEORGE BUSH TURNPIKE

THE SECURITY FENCE
(Subsec.II.D.(2)(b))

[see following page]



NOTES:

1. THE PROPOSED FENCE SHALL BE PLACED GENERALLY ALONG THE WEST RIGHT OF WAY LINE OF THE PRESIDENT GEORGE BUSH TURNPIKE.
2. IN ORDER TO ACHIEVE THE DESIRED AESTHETICS, CONSTRUCTABILITY, AND MAINTAINABILITY, THE CITY MAY SUBMIT AN ALTERNATE ALIGNMENT FOR THE FENCE, FOR THE APPROVAL OF THE NTTA.
3. THE CITY IS RESPONSIBLE FOR LOCATING THE EXISTING LANDFILL CAP AND CONDUCTING ALL REQUIRED COORDINATION WITH THE TNRCC FOR THE CONSTRUCTION OF THE FENCE.

LEGEND

- BRIDGE
- ROADWAY
- PROP. R.O.W.
- PROP. FENCE

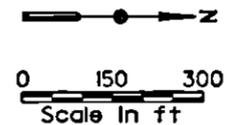
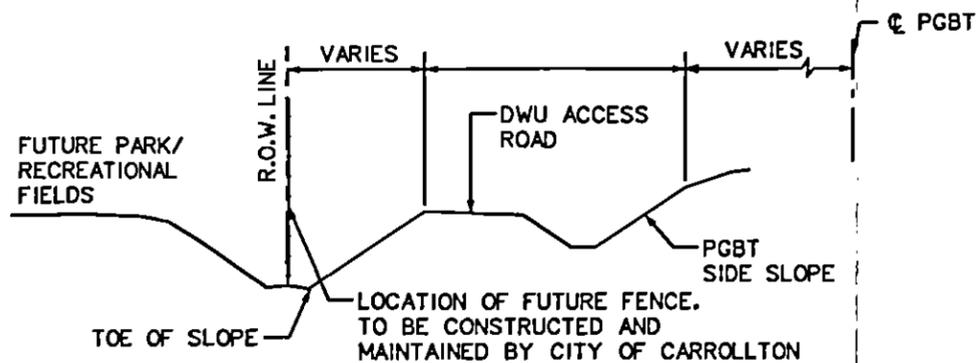
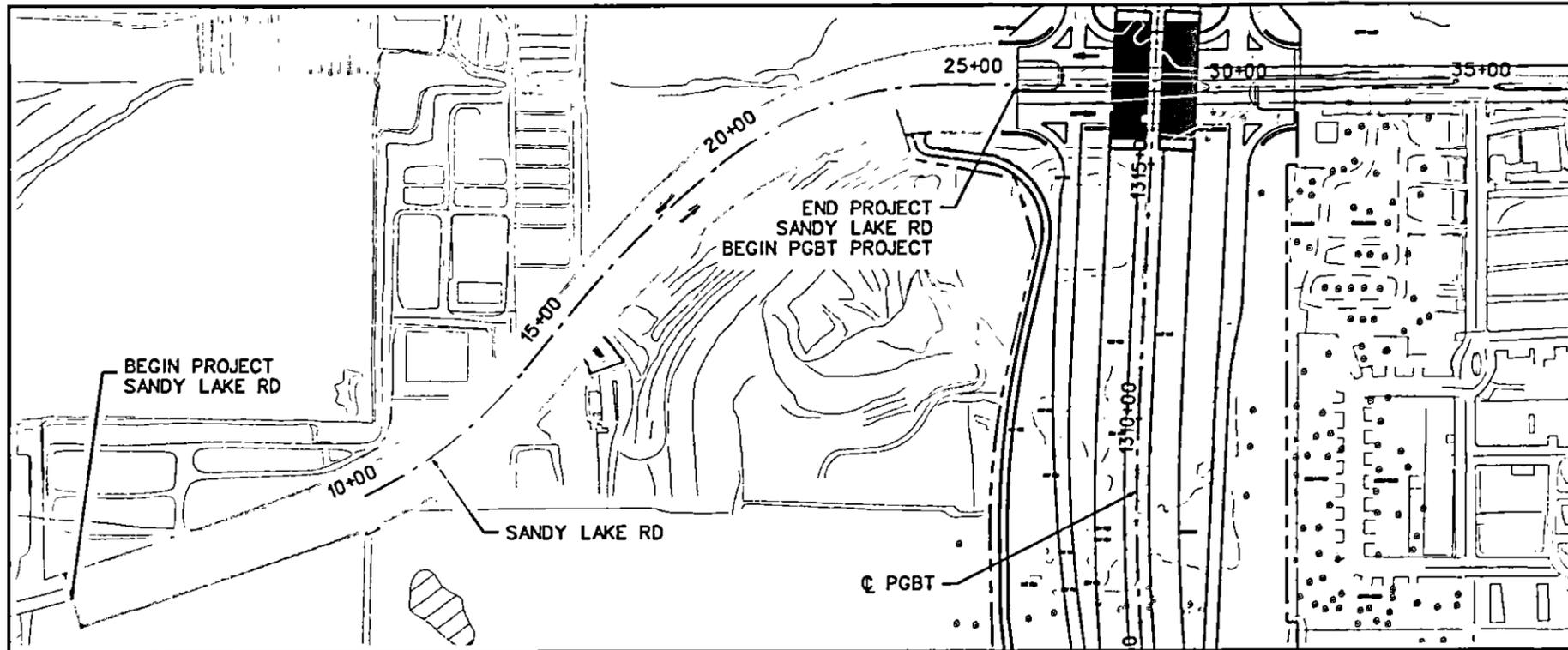


EXHIBIT F
INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF CARROLLTON
FOR THE DESIGN, CONSTRUCTION
AND MAINTENANCE OF SEGMENT IV
OF THE PRESIDENT GEORGE BUSH TURNPIKE

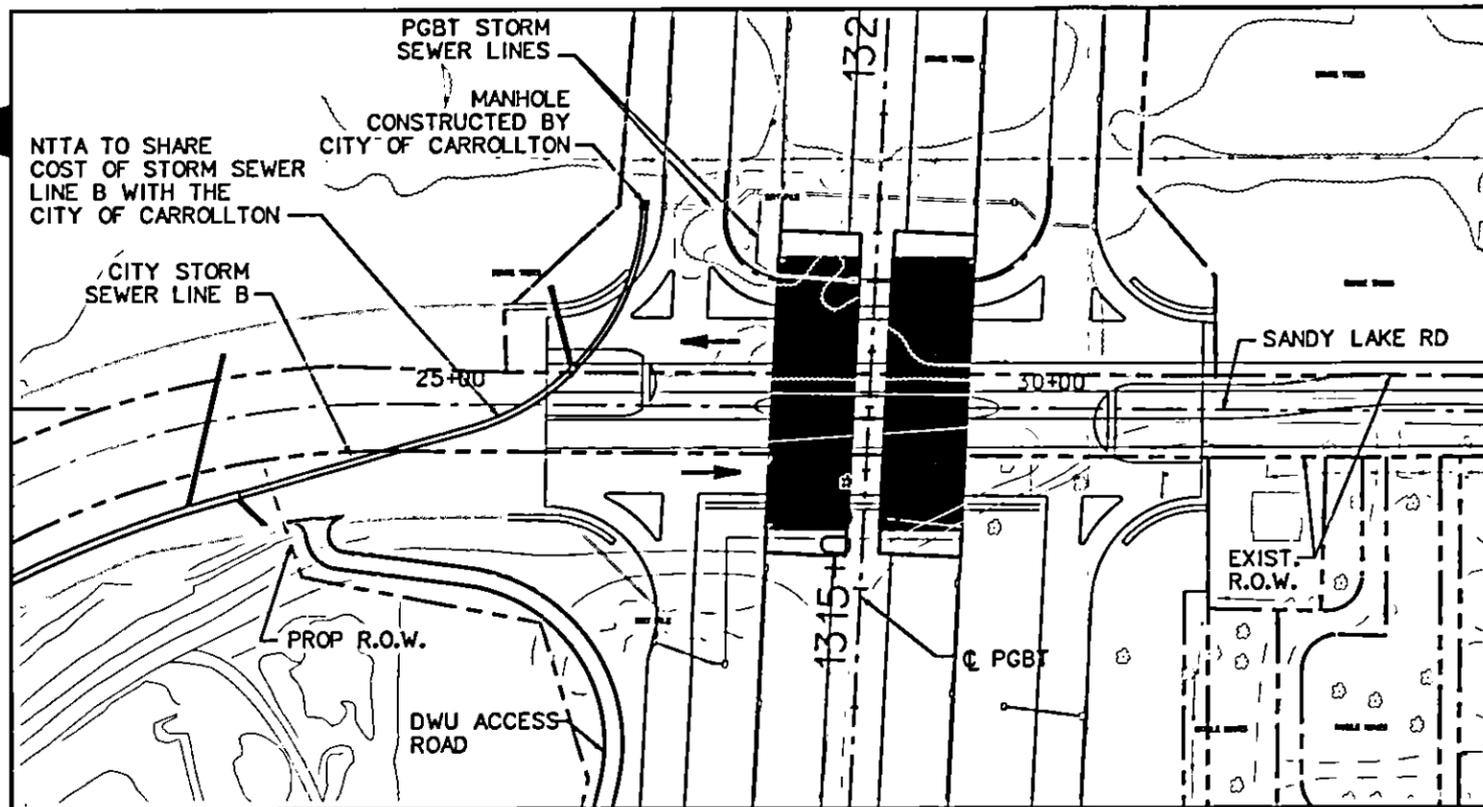
SANDY LAKE ROAD WORK
(Sec. II.E.)

[see following page]



PROJECT LAYOUT
SANDY LAKE RD
CITY OF CARROLLTON PROJECT

PORTION OF SANDY LAKE RD AND STORM SEWER LINE B EXPECTED TO BE COMPLETE PRIOR TO THE CONSTRUCTION OF THE TURNPIKE



LEGEND

-  BRIDGE
-  ROADWAY
-  PROP. R.O.W.
-  CITY PROJECT

Scale: N.T.S.



EXHIBIT F - SANDY LAKE ROAD WORK

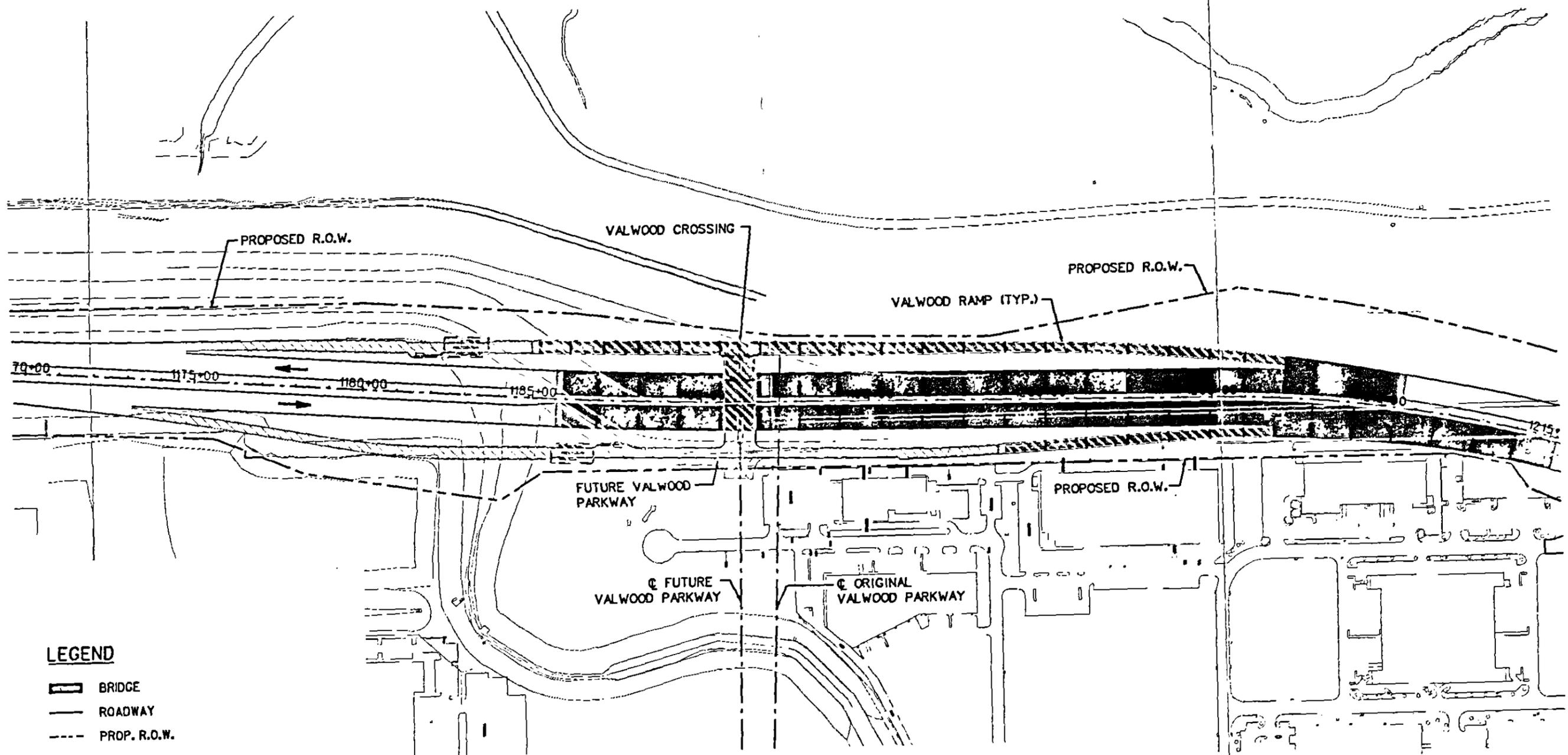


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EXHIBIT G
INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF CARROLLTON
FOR THE DESIGN, CONSTRUCTION
AND MAINTENANCE OF SEGMENT IV
OF THE PRESIDENT GEORGE BUSH TURNPIKE

VALWOOD PARKWAY INTERCHANGE LAYOUT
(Sec.II.F.)

[see following page]



LEGEND

-  BRIDGE
-  ROADWAY
-  PROP. R.O.W.
-  VALWOOD RAMPS AND CROSSING
-  FUTURE VALWOOD PARKWAY (BY CARROLLTON)

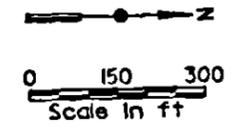


EXHIBIT G - VALWOOD PARKWAY INTERCHANGE LAYOUT

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EXHIBIT H
INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF CARROLLTON
FOR THE DESIGN, CONSTRUCTION
AND MAINTENANCE OF SEGMENT IV
OF THE PRESIDENT GEORGE BUSH TURNPIKE

PRELIMINARY LIST OF CITY OF CARROLLTON UTILITIES REQUIRING RELOCATION
(SEC. II.H.)

FACILITY	LOCATION	ACTION	TIMETABLE
<u>NTTA Obligations:</u>			
12" water line	Right of existing West Crosby Road	Relocate to parallel to Segment IV toe of slope inside of Segment IV ROW	Complete by 12/01/03
Fire hydrants and valves (4)	Left of existing West Crosby Road	Relocate one hydrant and remove and provide to the City the remaining three	Complete by 12/01/03
8" sanitary sewer	Left of existing West Crosby Road	Cut and plug at intersection of West Crosby and Selene Roads	Complete by 12/01/03
Sanitary sewer manholes (3)	Left of existing West Crosby Road	Abandon existing manholes as per City standards	Complete by 12/01/03
4 street illumination poles	Right & left of existing West Crosby Road	Remove & stockpile by the Authority's contractor	Complete by 12/01/03
<u>City Obligations:</u>			
8" water line	Right (south) of Sandy Lake Road existing pavement	Lower & relocate to outside of Sandy Lake Road back of curb	Complete by 12/01/03
Water valve (1)	Right (south) of Sandy Lake Road existing pavement	Lower & relocate to outside of Sandy Lake Road back of curb	Complete by 12/01/03
Fire hydrant (1)	Right (south) of Sandy Lake Road existing pavement	Lower & relocate to outside of Sandy Lake Road back of curb	Complete by 12/01/03
Water meter (1)	Right (south) of Sandy Lake Road existing pavement	Lower & relocate to outside of Sandy Lake Road back of curb	Complete by 12/01/03
2" sanitary sewer	Right (south) of Sandy Lake Road existing pavement	Lower & relocate to outside of Sandy Lake Road back of curb	Complete by 12/01/03
8" sanitary sewer	Right (south) of Sandy Lake Road existing pavement	Lower & relocate to outside of Sandy Lake Road back of curb	Complete by 12/01/03
12" water line & related hydrants, meters & valves	Right (south) of Belt Line Road	Lower and/or relocate to south side of bridge columns	Complete by 12/01/03

EXHIBIT I
INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF CARROLLTON
FOR THE DESIGN, CONSTRUCTION
AND MAINTENANCE OF SEGMENT IV
OF THE PRESIDENT GEORGE BUSH TURNPIKE

THE SIGNALIZATION WORK

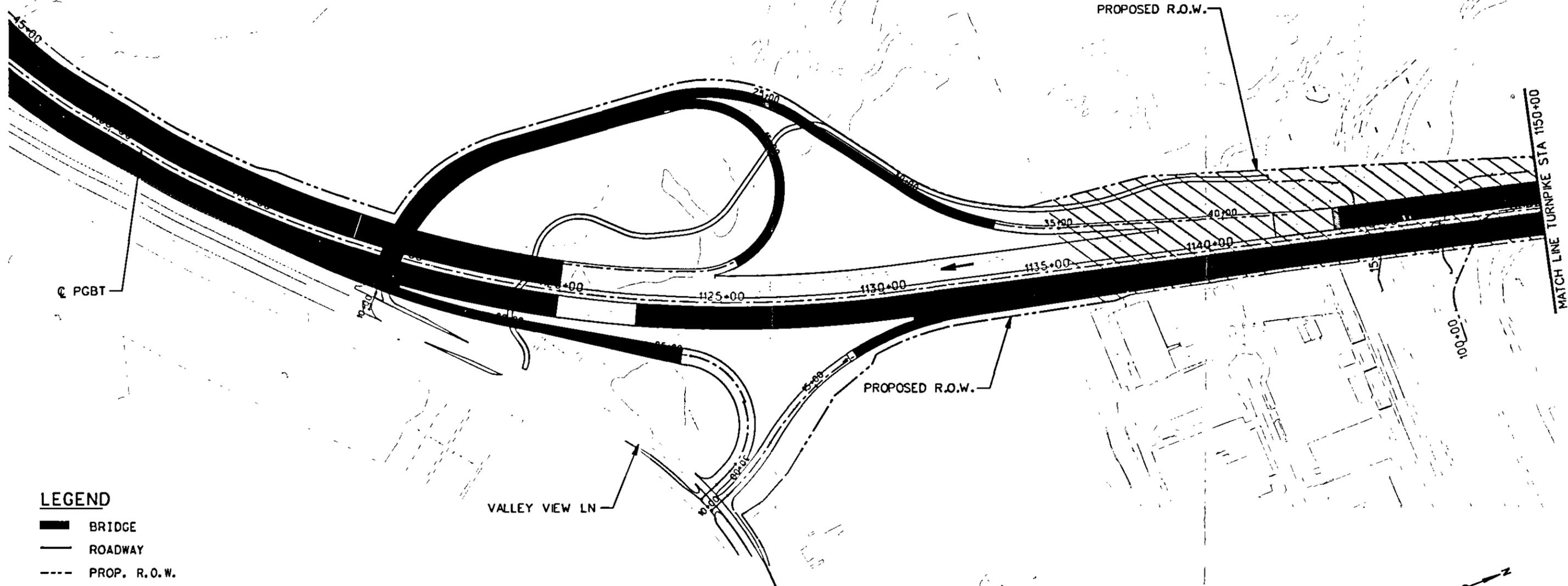
INTERSECTIONS COVERED BY THE SIGNALIZATION WORK:
APPLICABLE SIGNALIZATION WORK AND TIMETABLE
 (Sec. III.)

INTERSECTION	APPLICABLE SIGNALIZATION WORK	TIMETABLE
Luna Road @ Belt Line Road	Modify or replace existing signals, including interconnection with railroad signals	To be completed and operational no later than 09/09/05
NB Exit Ramp @ Luna Road	Install permanent signals	Ditto
SB Entrance Ramp @ Belt Line Road	Install permanent signals	Ditto
SB Exit and NB Entrance Ramps @ Luna Road	Install permanent signals	Ditto
Segment IV @ Sandy Lake Road	Install permanent signals	Ditto

EXHIBIT J
INTERLOCAL AGREEMENT BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE CITY OF CARROLLTON
FOR THE DESIGN, CONSTRUCTION
AND MAINTENANCE OF SEGMENT IV
OF THE PRESIDENT GEORGE BUSH TURNPIKE

TURNPIKE LANES AREA AND SERVICE ROAD AREA
(Sec. III.A.)

[see following pages]



LEGEND

-  BRIDGE
-  ROADWAY
-  PROP. R.O.W.
-  TURNPIKE LANES AREA
-  SERVICE ROAD AREA
-  PROPOSED ACCESS ROAD

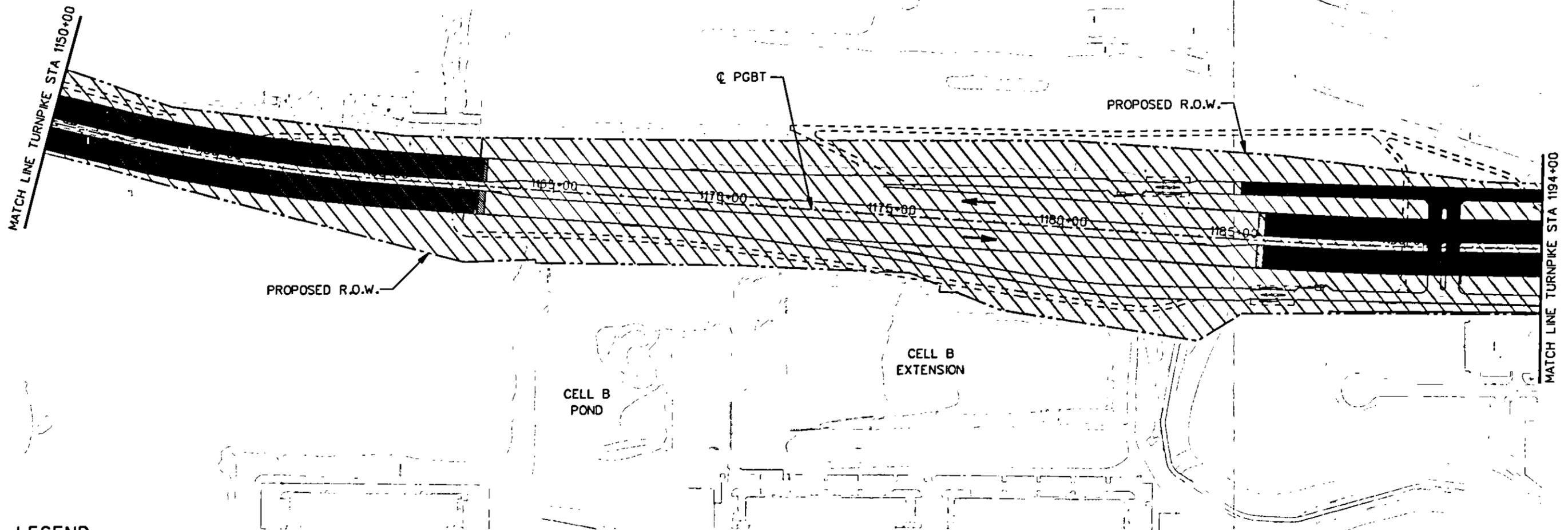


EXHIBIT J - TURNPIKE LANES AREAS AND SERVICE ROAD AREA



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LEGEND

-  BRIDGE
-  ROADWAY
-  PROP. R.O.W.
-  TURNPIKE LANES AREA
-  SERVICE ROAD AREA
-  PROPOSED ACCESS ROAD

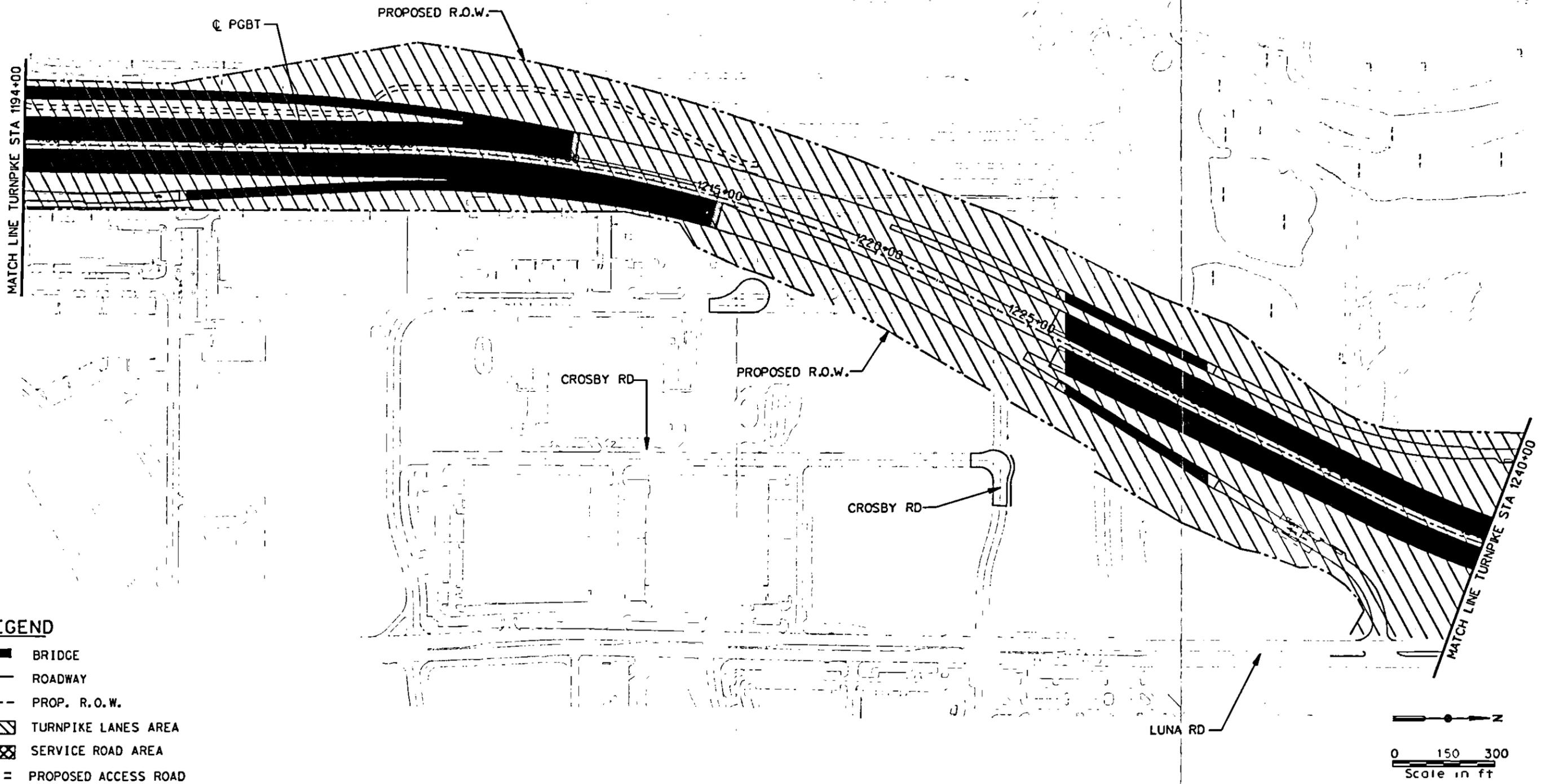


EXHIBIT J - TURNPIKE LANES AREAS AND SERVICE ROAD AREA



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LEGEND

-  BRIDGE
-  ROADWAY
-  PROP. R.O.W.
-  TURNPIKE LANES AREA
-  SERVICE ROAD AREA
-  PROPOSED ACCESS ROAD

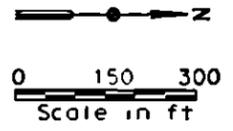
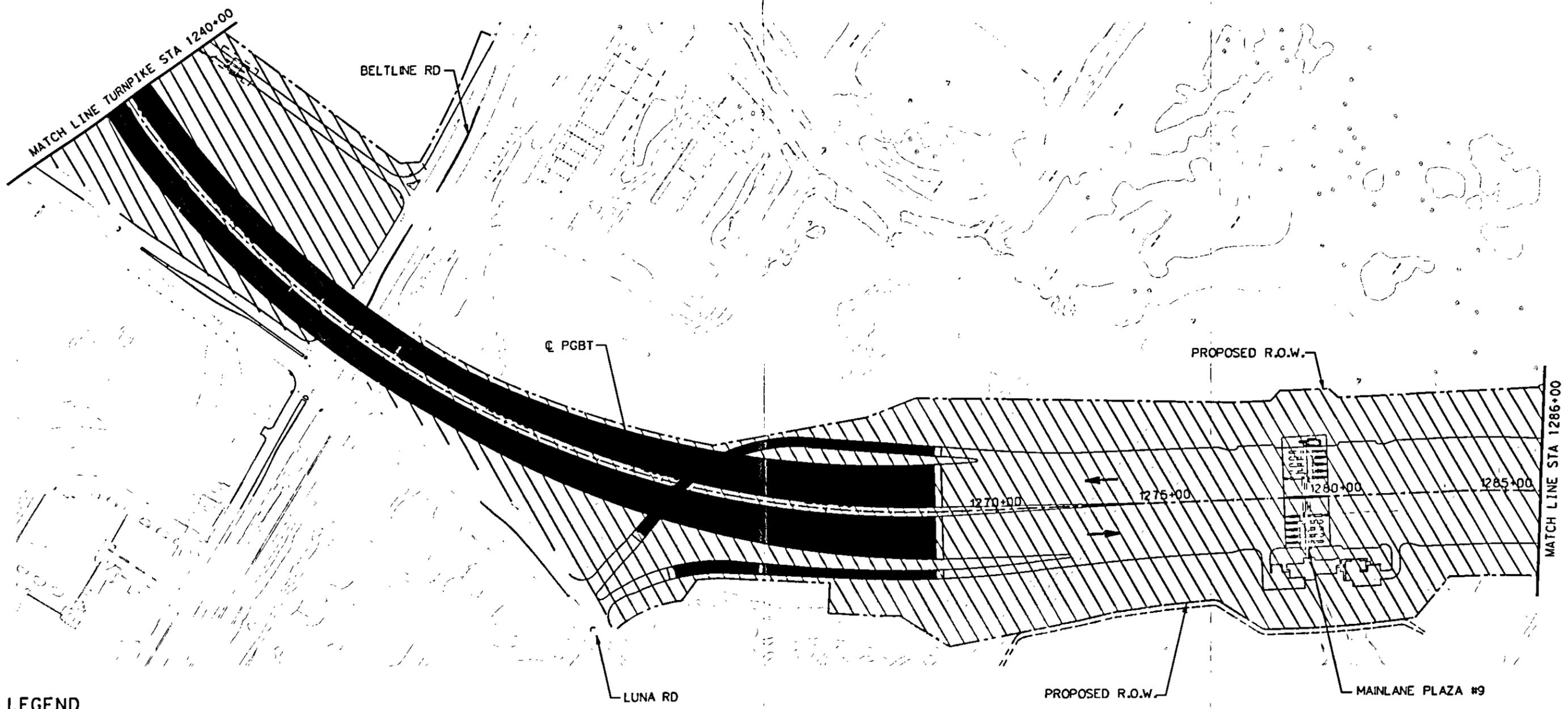


EXHIBIT J - TURNPIKE LANES AREAS AND SERVICE ROAD AREA

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LEGEND

-  BRIDGE
-  ROADWAY
-  PROP. R.O.W.
-  TURNPIKE LANES AREA
-  SERVICE ROAD AREA
-  PROPOSED ACCESS ROAD

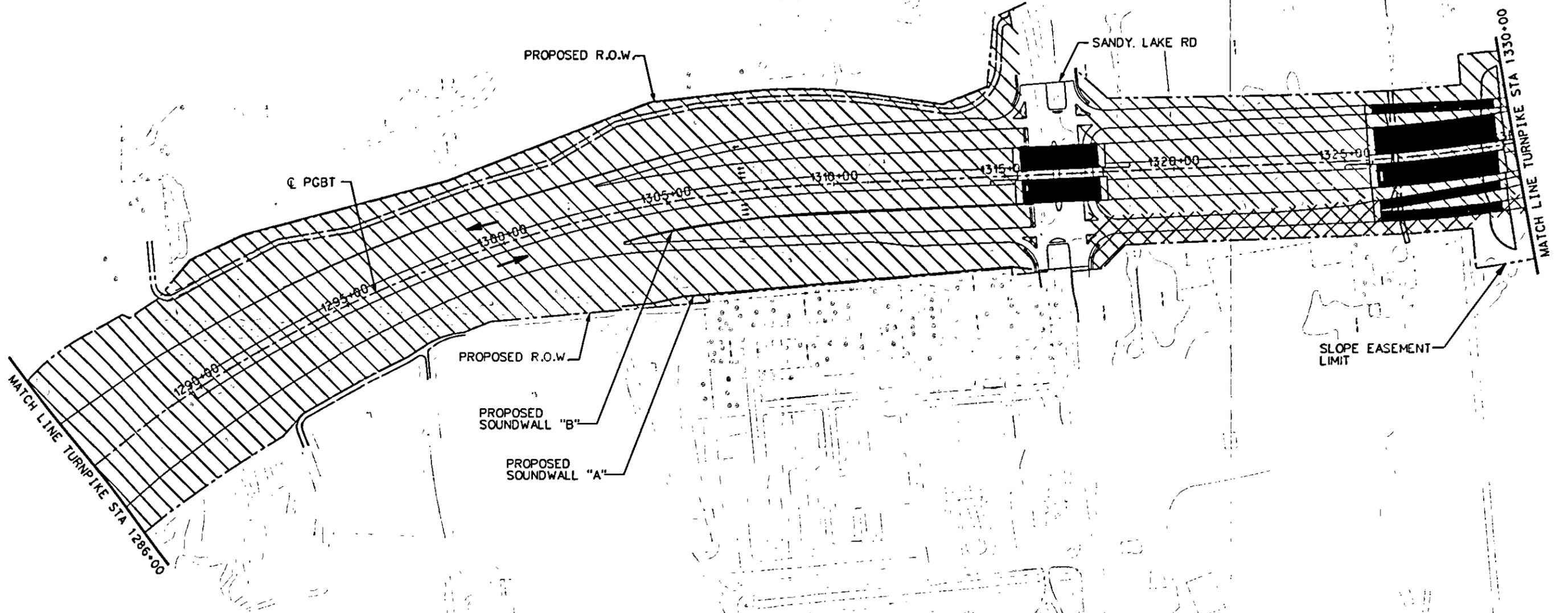


EXHIBIT J - TURNPIKE LANES AREAS AND SERVICE ROAD AREA



HNTB Corporation
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 August 2005

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LEGEND

- BRIDGE
- ROADWAY
- PROP. R.O.W.
- TURNPIKE LANES AREA
- SERVICE ROAD AREA
- PROPOSED ACCESS ROAD

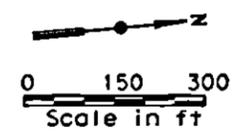
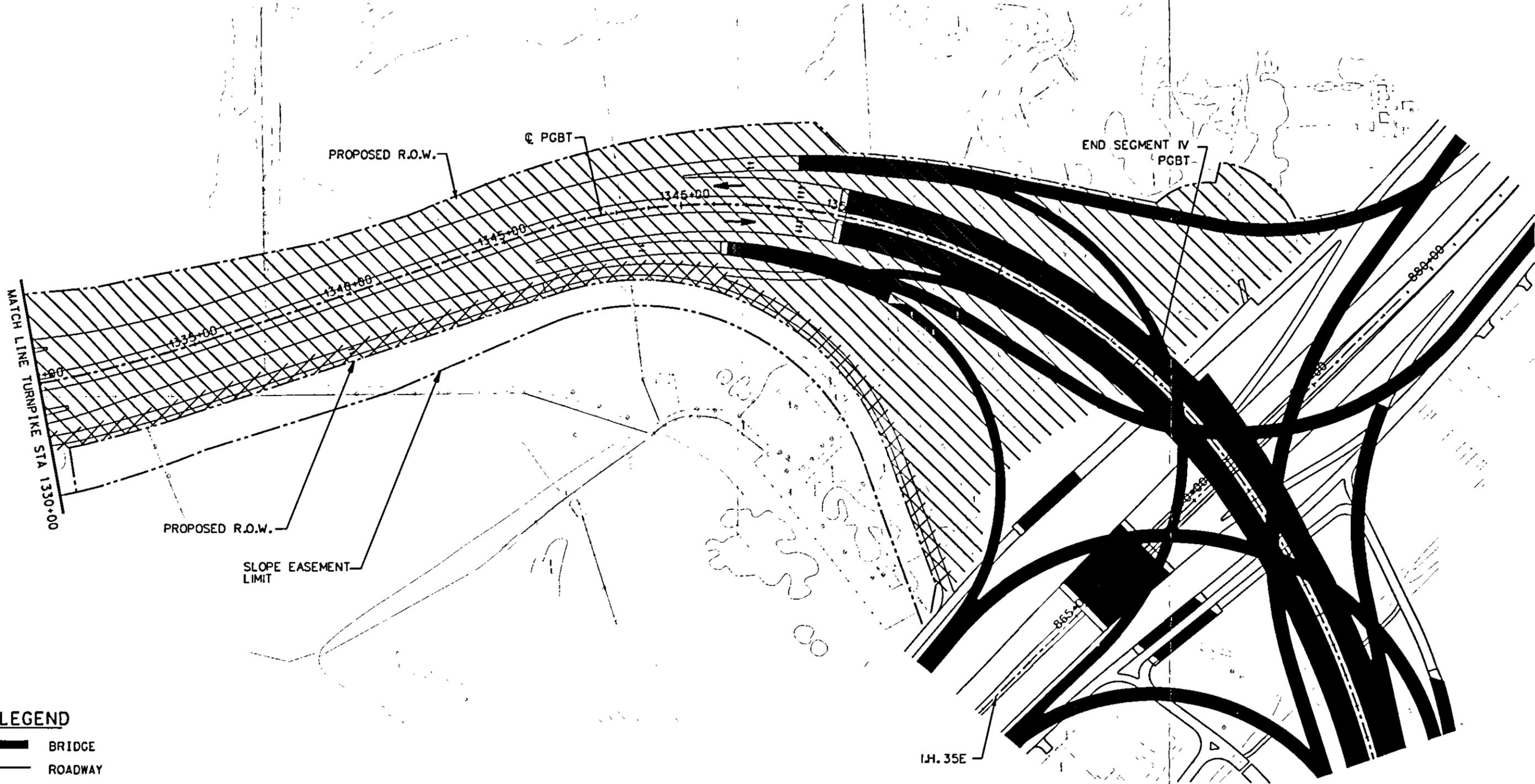


EXHIBIT J - TURNPIKE LANES AREAS AND SERVICE ROAD AREA



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The HNTB Companies
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LEGEND

-  BRIDGE
-  ROADWAY
-  PROP. R.O.W.
-  TURNPIKE LANES AREA
-  SERVICE ROAD AREA
-  PROPOSED ACCESS ROAD

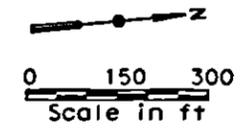


EXHIBIT J - TURNPIKE LANES AREAS AND SERVICE ROAD AREA

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 August 2005

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