FINAL, EXECUTION FORM

COPY

PROJECT AGREEMENT

SOUTHWEST PARKWAY/CHISHOLM TRAIL PROJECT

Between

Texas Department of Transportation

and

North Texas Tollway Authority

Dated ~~September~~ October 27, 2010

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PROJECT AGREEMENT

SOUTHWEST PARKWAY/CHISHOLM TRAIL PROJECT

THIS PROJECT AGREEMENT (this "Agreement"), by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas, as authorized by the Texas Transportation Commission ("TxDOT"), and the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and a political subdivision of the State of Texas (the "Authority"), is executed to be effective the 27th day of ~~September,~~ October 2010 (the "Effective Date").

WITNESSETH

WHEREAS, the Authority is authorized to study, evaluate, design, acquire, construct, maintain, repair, and operate turnpike projects within the Counties of Collin, Dallas, Denton and Tarrant (the "Authority Service Area"), pursuant to Chapter 366 of the Texas Transportation Code, as amended (the "Regional Tollway Authority Act"); and

WHEREAS, there has been an increasingly critical need for a continuous express lane facility within the Southwest Parkway ("SWP") and Chisholm Trail Project ("CTP") corridors extending from IH 30 in Fort Worth south through IH 20 and State Highway 183 and to US Highway 67 in Tarrant County and northern Johnson County, a total length of approximately 27.6 miles (the "Project"), being built in nine (9) designated "Sections" (each individually referred to as a "Section") as more fully described in Exhibit A attached hereto and made a part hereof, with Sections 1, 2, 2B, 2C, 3A, 3B, 4, and 5 constituting the SWP portion of the Project and Section 6 constituting the CTP portion, in order to better serve the traveling public, relieve unacceptable levels of traffic congestion on the existing state highway system, and improve mobility in this rapidly developing portion of Tarrant and Johnson Counties; and

WHEREAS, through its "Mobility 2030: The Metropolitan Transportation Plan for the Dallas-Fort Worth Area, 2009 Amendment" (the "Mobility 2030 Plan"), the Regional Transportation Council (the "RTC") of the North Central Texas Council of Governments, the metropolitan planning organization for North Central Texas (the "NCTCOG"), identified the Project as an integral element of its regional transportation plan for the Tarrant and Johnson Counties area; and

WHEREAS, the Authority (1) has constructed and/or operates (a) the Dallas North Tollway (the "DNT"), which extends northerly approximately thirty-one (31) miles from the Dallas Central Business District to US 380 in Frisco, Texas, (b) the President George Bush Turnpike (the "PGBT"), which extends approximately thirty (30) miles from West Belt Line Road in Irving, Texas, to SH 78 in Garland, Texas, (c) the Addison Airport Toll Tunnel (the "Tunnel"), which connects and extends Keller Springs Road from Addison Road on the east to Midway Road on the west in Addison, Texas, (d) the Mountain Creek Lake Bridge (the "MCLB"), which extends approximately two (2) miles from the intersection of SH Spur 303 and S.E. 14th Street in Grand Prairie, Texas, east across Mountain Creek Lake to an intersection with SH Spur 303/Kiest Boulevard and Mountain Creek Parkway in Dallas, Texas, (e) Segments 1, 2 and 3 of the Sam Rayburn Tollway (the "SRT"), which extends approximately twenty-three (23) miles from Denton Tap Road in Denton County to the west side of Hardin Boulevard in Collin

County, and (f) the Lewisville Lake Toll Bridge (the "LLTB"), which extends across Lewisville Lake connecting Swisher Road in Lake Dallas, Texas, to Garza Lane and Eldorado Parkway in Little Elm, Texas, in southeast Denton County and (2) is constructing (a) Segment 4 of the SRT, extending the SRT approximately three (3) miles from the west side of Hardin Boulevard to Medical City Drive in Collin County, and Segment 5 of the SRT, being the SRT/DNT interchange, (b) an eastern extension of the PGBT of approximately ten (10) miles from a northern terminus of SH 78 to a southern terminus of IH 30 in Garland, Texas (the "PGBT EE"), and (c) Phase 4 of the State Highway 161 Project, extending approximately six and one-half (6.5) miles from IH 30 to IH 20 along the western border of Dallas County; and the DNT, the PGBT, the Tunnel, the MCLB, the LLTB, the PGBT EE, and the SRT collectively constitute the North Texas Tollway Authority System (the "NTTA System"); and

WHEREAS, the Project is located within the Authority Service Area or in a county adjacent to the Authority Service Area; and

WHEREAS, pursuant to that certain Agreement Between the City of Fort Worth, the North Texas Tollway Authority, and the Texas Department of Transportation Concerning Development of the Southwest Parkway, dated as of November 28, 2000 and executed by and between the City of Fort Worth (the "City"), the Authority, and TxDOT, as amended by Amendment #1 dated August 2, 2004 and by Amendment #2 dated as of December 30, 2004 (collectively, the "SWP Three-Party Agreement"), the City, the Authority, and TxDOT agreed to take such actions described therein to evaluate and advance development of the SWP; and

WHEREAS, on June 13, 2005, the Federal Highway Administration ("FHWA") approved the Final Environmental Impact Statement for the SWP portion of the Project, and on June 3, 2009, the FHWA approved the Final Environmental Impact Statement Reevaluation for that SWP portion; and

WHEREAS, a "Finding of No Significant Impact" was issued for the CTP portion of the Project by the FHWA on May 20, 2004, and is currently being reevaluated under the direction of TxDOT, with approval of the reevaluation anticipated in late-2010; and

WHEREAS, Union Pacific Railroad Company ("UPRR"), TxDOT, the City, and the Authority executed that certain Southwest Parkway/SH 121 Union Pacific Railroad/Project Partners Formal Agreement dated as of January 8, 2009, as amended by amendments dated as of May 19, 2009, June 17, 2009, August 20, 2009, September 1, 2009, and September 23, 2009 (collectively, the "UPRR Agreement") by which, among other things, UPRR agreed to permit the construction and operation of the SWP across its Davidson Yard facility upon the terms set forth therein, including the payment of $95 Million to UPRR (the "$95 Million Obligation to UPRR"); and

WHEREAS, TxDOT and the Authority executed that certain Southwest Parkway (Tarrant County) Financial Assistance Agreement (Toll Equity Grant) dated as of September 23, 2009 (the "49.87 Million Financial Assistance Agreement") by which TxDOT agreed to provide financial assistance, in the form of a grant, to the Authority in the amount of $49.87 Million to be used to fund a portion of the $95 Million Obligation to UPRR; and

WHEREAS, TxDOT and the Authority executed that certain Southwest Parkway and Chisholm Trail (Tarrant and Johnson Counties) Financial Assistance Agreement (Construction, Right-of-Way, and Study Costs) dated September 23, 2009 (the "$45.13 Million Financial Assistance Agreement") by which TxDOT agreed to pay upon the conditions set forth therein the $45.13 Million balance of the $95 Million Obligation to UPRR if the Authority elects not to develop the SWP, fund fifty percent (50%) of a traffic and revenue study for the Project, and reimburse the Authority, up to certain limits, its cost of specified "Advanced Construction Work" (as defined therein) if TxDOT develops the SWP; and

WHEREAS, Sections 5 and 6 of the Project are subject to the "market valuation" provisions set forth in Section 228.0111 of the Transportation Code (the "Code") that were enacted by Senate Bill 792 passed in the 80th Legislative Session; and

WHEREAS, Section 228.0111(f-1) of the Code authorizes the Authority and TxDOT to waive the requirements to develop a market valuation; and

WHEREAS, TxDOT and the Authority negotiated and finalized that certain term sheet (the "Term Sheet") that provided, among other things, that (1) TxDOT and the Authority would waive the market valuation for Sections 5 and 6 of the Project, (2) the SWP and the CTP would be combined into the Project to be undertaken by the Authority, subject to the Authority establishing the Project's feasibility and to potential phasing of development, and (3) TxDOT is relieved of its contingent obligation under the SWP Three-Party Agreement to build two (2) interchanges in connection with the construction of the SWP; and

WHEREAS, pursuant to (1) Resolution No. 08-404 passed on October 15, 2008 by the Board of Directors of the Authority (the "Board"), and (2) Minute Order 111557 approved on October 30, 2008, by the Texas Transportation Commission (the "Commission"), the Authority and the Commission, respectively, accepted the Term Sheet; and

WHEREAS, as authorized in Resolution No. 10-39 passed by the Board on February 26, 2010, and as provided in the Term Sheet, the Authority and TxDOT are parties to that certain Market Valuation Waiver Agreement for the SH 121 Toll Project (Southwest Parkway/Chisholm Trail) dated May 30, 2010 (the "Market Valuation Waiver Agreement"), pursuant to which TxDOT and the Authority agreed, among other things, (1) to waive the requirements under Section 228.0111 of the Code to develop a market valuation for the Project, and (2) to develop, construct, and operate the Project as per the agreed terms and conditions in the Market Valuation Waiver Agreement; and

WHEREAS, Section 228.0111(g) of the Code grants the Authority the first option (the "Option") to develop, finance, construct, and operate the Project, and gives the Authority six (6) months after the date the development of a market valuation of the Project was waived to decide whether to exercise the Option; and

WHEREAS, under Section 228.0111(g) of the Code, the Authority, after exercising the Option and within two (2) years after the date on which all environmental requirements necessary for the development of the Project are secured and all legal challenges to development are concluded (the "Commitment Deadline"), must enter into a contract for the construction of

the Project, which shall be evidenced by the Authority's delivery to TxDOT of an executed contract for the construction of the Project, and otherwise explicitly commit to deliver the Project, to be evidenced only by an action by the Board (the fulfillment of these requirements being the "Commitment," and the date of the Commitment being the "Commitment Date"); and

WHEREAS, Section 228.0111(i) of the Code gives TxDOT the option to develop, finance, construct and operate certain portions of the Project under the terms and conditions in the Market Valuation Waiver Agreement if the Authority does not enter into a contract for the construction of the Project within the aforementioned two-year period; and

WHEREAS, TxDOT, pursuant to Article III, Section 52-b of the Texas Constitution and Section 222.103 of the Code, is authorized to participate, through the expenditure of money from any source, in the acquisition, construction, maintenance, or operation of a toll facility of a public entity, and has adopted rules in the Texas Administrative Code ("T.A.C.") at Title 43, T.A.C. § 27.50, *et seq.* (the "Financial Assistance Rules") setting forth the policies and procedures by which it will participate in the financing of a toll facility that is not under its jurisdiction; and

WHEREAS, pursuant to Section 228.151 of the Code, the Commission may remove a segment of the state highway system and transfer it to a governmental entity that has the authority to operate a tolled highway; and

WHEREAS, TxDOT and the Authority intend that, subject to (1) completion of the required public hearings pertaining to the transfer and approval of the Commission and the Governor and (2) satisfaction of the other conditions and requirements set forth in this Agreement, the Project (exclusive of certain portions of the Project to be retained by TxDOT) shall be removed from the state highway system and transferred to the Authority; and

WHEREAS, on February 3, 2010, the Authority, pursuant to the Financial Assistance Rules, submitted that certain Request For Financial Assistance For Toll Facilities in connection with the acquisition, construction, maintenance, and operation of the Project; and

WHEREAS, in Minute Order No. 112142 approved on February 24, 2010, the Commission, pursuant to its constitutional and statutory authority and the Financial Assistance Rules, (1) gave preliminary approval to TxDOT providing financial assistance comprised of (a) $91 Million in Proposition 14 bond proceeds that have been identified for the Project (the "Proposition 14 Funds") and (b) an aggregate amount in nominal dollars no greater than the facility costs associated with Scenario 1C of the Project (as described on Exhibit A), under mutually approved projections and including a commercially reasonable contingency for design and construction cost overruns, up to a maximum loan amount of approximately $2,366,561,333 based on then-current cost estimates, eligible to be paid from the state highway fund under applicable law, and which may only include costs for (i) design and construction, (ii) operations and maintenance, and (iii) major maintenance, and (2) authorized the TxDOT Executive Director to enter into that certain Agreement to Enter into Supplement to Toll Equity Loan Agreement (the "Agreement to Supplement") by which the Authority and TxDOT agreed, upon satisfaction of the terms and conditions set forth therein, to execute and deliver on the closing of the Financing (as defined herein) a supplement (the "Supplement") to the Toll Equity Loan

Agreement for the State Highway 161 Project (the "SH 161 TELA" and, together with the Supplement, the "Toll Equity Loan Agreement") to supplement and increase the toll equity loan commitment contained therein to include the Project and provide the financial assistance described in clause (1)(b) of this paragraph; and

WHEREAS, pursuant to Resolution No. 10-38 passed on February 26, 2010, the Board authorized the Authority's Executive Director to execute the Agreement to Supplement, and the Authority and TxDOT have negotiated the Agreement to Supplement; and

WHEREAS, the Authority and TxDOT are negotiating a separate financial assistance agreement that will include the terms and conditions for the payment of the Proposition 14 Funds; and

WHEREAS, on February 12, 2010, the Authority submitted a request, pursuant to the Commission's rules at Title 43, T.A.C. §27.44, to make improvements to the state highway system; and

WHEREAS, in Minute Order 112143 approved on February 24, 2010, the Commission, pursuant to Section 201.113 of the Code and Title 43, T.A.C. §27.44, authorized (1) the Authority's construction of improvements to the state highway system as part of the Project, and (2) the TxDOT Executive Director to enter into this Agreement with the Authority for the Project; and

WHEREAS, on September 9, 2010, the Authority, pursuant to the Financial Assistance Rules, submitted that certain Request For Financial Assistance For Toll Facilities in connection with the acquisition, construction, maintenance, and operation of the Project for $25 million committed to "[c]onstruct State Highway 121 from I-30 to US-67 in Cleburne" pursuant to Section 1101(a)(13) of the Transportation Equity Act for the 21st Century (Public Law 105-178) which identified the Project as a "high priority project" (the "$25 Million Federal Funds"); and

WHEREAS, the Authority and TxDOT are negotiating a separate financial assistance agreement that will include the terms and conditions for the payment of the $25 Million Federal Funds; and

WHEREAS, pursuant to Resolution No. 10-215 passed on August 18, 2010, the Board authorized the Authority's Executive Director to execute this Agreement, which contains the relevant provisions regarding TxDOT's and the Authority's rights and obligations pertaining to the Project; and

WHEREAS, save and except for the Authority providing the Commitment, TxDOT and the Authority have received all authorizations, consents and approvals for (1) the Project's connections to the state highway system and (2) the Authority to make improvements to the state highway system and to operate the Project as a turnpike project under the Regional Tollway Authority Act, and have otherwise complied with all applicable laws required to enter into and perform their obligations under this Agreement and to support the construction and operation by the Authority of the Project.

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, TxDOT and the Authority agree as follows:

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

Nothing contained in the previous paragraph or elsewhere in this Agreement in any manner constrains the ability of TxDOT or any other party to construct, operate, permit or support (a) any work or improvements on highway projects necessary for improved safety, maintenance or operational purposes or to increase traffic capacity by modifying already constructed facilities through the installation of traffic sensors, metering devices, intersection grade separations, and Intelligent Vehicle Highway Systems equipment or work involving restriping of lanes, medians and shoulders or (b) any portions of IH 30, IH 35W, SH 183, IH 20, FM 1187, US 67, SH 174, FM 731, US 377 or (c) any intercity, intra-city, commuter, urban, or high speed rail projects or any combination of the foregoing or (d) any HOV-exclusive lanes operationally required by environmental regulatory agencies or (e) any highway projects included in any of the following long-range transportation plans and programs:

(i) 2008-2011 Statewide Transportation Improvement Program (STIP);
(ii) Unified Transportation Program (UTP) (2010):
  (A) 2010 Statewide Preservation Program (SPP); or
  (B) 2010 Statewide Mobility Program (SMP); or
(iii) Mobility 2030 Plan, the current metropolitan transportation plan for the Dallas-Fort Worth area; or
(iv) Any future metropolitan transportation plan for the Dallas-Fort Worth area or other transportation plan issued as a successor to or replacement for that plan, whether by the RTC or any successor agency.

Pursuant to Sections 228.002, 228.003, 366.033(g), 366.033(k) and 366.169 of the Code and all other applicable law, TxDOT hereby fully authorizes the Authority to acquire, design, finance, construct, operate and maintain the Project. The Project shall constitute a "turnpike project" for all purposes under the Authority's enabling legislation – that is, a highway facility owned or operated by the Authority – and the Authority intends to construct and initially operate the Project, together with the State Highway 161 Project, as the "Special Projects System," separate and apart from the NTTA System for financing and all other purposes. With respect to

its improvement of any portion of the state highway system pursuant to this Agreement, the Authority shall be governed by the provisions of the Regional Tollway Authority Act applicable to the performance of the same function for a turnpike project under that Act and the rules and procedures adopted by the Authority thereunder, in lieu of the laws, rules, or procedures applicable to TxDOT for the performance of the same function.

2. **Transfer of Right-of-Way and Interests.** It is the shared intent of TxDOT and the Authority that contemporaneously with the complete execution of this Agreement, and after compliance with the applicable requirements of Subchapter D of Chapter 228 of the Code ("Subchapter D") and 43 T.A.C. §§ 27.11-27.16, the Project and associated right-of-way shall be removed from the state highway system and transferred to the Authority as more specifically set forth in the following paragraph and pursuant to a single agreement for the lease, sale, or conveyance of a toll project or system under Subchapter D (the "Transfer Agreement"), which Transfer Agreement shall be in the form attached hereto as Exhibit B. The Retained Property (as defined below), including those portions of the Project's frontage roads identified as TxDOT's responsibility in Exhibit C, will not be transferred and shall remain on the state highway system.

Except as expressly provided in Section 3 below and subject to (a) complete execution of the Transfer Agreement, (b) completion of the required public hearings, (c) approval by the Commission, and (d) approval by the Governor, all fee interests, permanent and/or temporary easements, rights of entry, licenses, leases, personal property (if any) and other interests of any kind, whether now or hereafter acquired by purchase, condemnation, dedication or any other means by TxDOT (or otherwise held by TxDOT) for the purpose of constructing and operating the Project (the "Property Interests") shall be removed from the state highway system and transferred by TxDOT to the Authority as promptly as reasonably possible following the complete execution of this Agreement, but in no event prior to the Commitment Date. The Property Interests shall be transferred to the Authority pursuant to the Transfer Agreement by order of the Commission reasonably acceptable to the Authority. To further evidence that transfer, a deed without warranty shall be prepared and recorded, utilizing the legal descriptions attached to the applicable Minute Order, which legal descriptions shall be prepared by the Authority at its cost and expense and include any corrections reasonably determined by TxDOT. All costs of recordation shall be the responsibility of the Authority. Except as provided in subsection 9(f) below, the Property Interests are transferred "as is," without warranty of title, and subject to all matters of record. TxDOT shall assist the Authority in preventing any reversion, forfeiture, reconveyance, loss or diminution of any previously acquired or dedicated Property Interests, provided that the Authority shall reimburse TxDOT for all costs it incurs as a result of that assistance. The foregoing transfer of the Property Interests shall include all structures and improvements of any kind now or hereafter situated thereon, together with all stored materials and any items specially fabricated for the Project, if any.

Subject to the Authority providing the Commitment, the subsequent removal and transfer of the Project pursuant to this Section 2 neither adds to nor completes, nor is a prerequisite to, the Authority's authorization to construct and operate the Project provided in Section 1 above or elsewhere in this Agreement, but instead provides certain operational benefits to both TxDOT and the Authority, as well as tracks the successful approach used by those parties on previously partnered projects. If for any reason the transfer described in this Section 2 fails to occur, the authorization provided in Section 1 or elsewhere in this Agreement, together with all rights

conferred on the Authority pursuant to this Agreement and the Regional Tollway Authority Act, shall not be affected in any respect, including, without limitation, the rights of the Authority to acquire, design, finance, construct, operate and maintain the Project. Further, in no event shall this Agreement be deemed or construed as a Transfer Agreement.

3. **The Retained Property**. Notwithstanding anything to the contrary contained in Section 2 above, TxDOT shall retain full jurisdiction to and shall not transfer to the Authority certain portions of the Project's frontage roads and certain portions of the following structures and improvements and the land on which they are or will be constructed, *save and except* any portion of said structures and improvements constituting the main lanes of the Project over which the Authority has jurisdiction and any land on or above which said lanes are or will be constructed for which the Authority does hereby receive sufficient rights to use from TxDOT pursuant to Section 2 above:

(a) IH 30 Interchange;
(b) SH 183 Interchange;
(c) IH 20 Interchange;
(d) FM 1187 Interchange; and
(e) FM 917 Interchange.

The (i) portions of the Project's frontage roads identified as TxDOT's responsibility and (ii) portions of the structures and associated land identified under subsections (a) through (e) above, all as described and depicted in Exhibit C hereto constitute the "Retained Property." The structures listed in (a) through (e) above (later defined as the Authority-Built Interchanges) shall be designed and constructed as set forth in Section 8. TxDOT hereby grants the Authority suitable temporary easement interests to permit the initial construction of any portion of the Project for which the Authority is responsible under this Agreement over and across any TxDOT-owned Project Right of Way, provided that the Authority's activities shall not interfere with the activities of TxDOT nor any of its contractors, and provided further that the foregoing shall not permit the Authority's placement or undertaking on any TxDOT-owned property of a construction support activity, including but not limited to a concrete batch plant, asphalt batch plant, equipment storage area, material storage yard, borrow area, or excavated material disposal area, whereby under TxDOT practice the affected area would qualify as a "project specific location" or "PSL." Use by the Authority of any TxDOT-owned property as a PSL or any TxDOT-owned property outside the Project Right of Way is subject to the prior written consent of TxDOT, which shall not be unreasonable withheld. Notwithstanding any provision of this Agreement to the contrary, TxDOT and the Authority shall consult and cooperate with one another to ensure that the Retained Property is not modified, operated or maintained in any manner that interferes with access to and egress from, or with the safe and efficient operation of, the Project. TxDOT and the Authority jointly shall consult and approve the design of suitable signage and other structures on the Retained Property that are necessary or desirable for the proper operation of the Project (exclusive of the Retained Property), provided that said structures and their installation shall conform to all applicable safety codes and standards (including, without limitation, TMUTCD, as defined herein) and shall not conflict with the operation of the Retained Property. The costs of installing and maintaining such signage and other structures shall be borne solely by the Authority. It is understood and agreed that the operation of the main lanes of the Project may by necessity be curtailed temporarily in the event of damage to the

Retained Property caused by flood, accidents, emergencies, or calamities. TxDOT will, in that event, do everything reasonably possible to provide for rapid and timely repairs to those portions of the Retained Property under its control that are damaged, in order that the Authority may resume operation of the Project as soon as possible.

TxDOT shall have no responsibility for the operation, maintenance, policing, or regulation of the Property Interests. Except as otherwise provided in Sections 15 and 16, the Authority shall have no responsibility for the operation, maintenance, policing, or regulation of the Retained Property. If (i) TxDOT determines that the Authority's operation of the Project materially interferes with or adversely affects the operation or use of the Retained Property or (ii) the Authority determines that TxDOT's operation of the Retained Property materially interferes with or adversely affects the operation or use of the Project, TxDOT and the Authority shall consult with each other, and such modifications or remedial actions acceptable to both parties will be accomplished, and all resulting costs shall be allocated between TxDOT and the Authority as they reasonably determine.

4. **Delivery of Materials**. The Authority has identified certain items prepared by or for TxDOT (or otherwise held by TxDOT) in connection with the Project that the Authority requires, which items are identified on Exhibit D-1 attached hereto and made a part hereof (the "Delivered Materials"). After the Effective Date and prior to the Commitment Date, TxDOT will, to the extent legally capable and upon compliance with all procedures legally required therefor, provide the Authority with access to or copies of the Delivered Materials, together with any and all other items or information in the possession of TxDOT and useful or necessary for the Authority's completion or operation of the Project. The parties will meet to determine the most efficient method for transferring original counterparts or copies of the Delivered Materials to the Authority promptly after the Commitment Date.

5. **Assignment of Rights**. After reviewing the Delivered Materials, the Authority, after the Commitment Date and from time to time, may request that TxDOT either (a) assign, in writing, to the Authority all of TxDOT's right, title, and interest in any permit, agreement, contract, conveyancing instrument, plan, or other Delivered Materials or (b) provide the Authority with a royalty-free license to use any such Delivered Materials, if in the reasonable determination of the Authority such assignment or license will result in a cost savings or otherwise benefit the development or operation of the Project; the Authority shall reimburse TxDOT for all costs it incurs as a result of the foregoing assignment or license. TxDOT shall assist the Authority in obtaining any consents required to assign or license the foregoing items to the Authority so that, to the extent that TxDOT assigns its rights and interests to the Authority, the Authority shall have, to the greatest extent possible, the same rights under and interests in the assigned Delivered Materials as TxDOT held prior to that assignment; the Authority shall reimburse TxDOT for all reasonable costs it incurs as a result of that assistance. The foregoing assignment rights shall not apply to pending lawsuits, actions, condemnation and other proceedings related to the Project and involving TxDOT, if any, which TxDOT will diligently advance to final, unappealable judgments, final settlement agreements or other similar resolution as set forth in Section 6 below.

6. **Project Right of Way**. In connection with Sections 1, 2, 2B, 2C, 3A, 3B, and 4 of the Project, TxDOT has completed the acquisition of the Project Right of Way (as defined herein) depicted on Exhibit D-2, attached hereto and made a part hereof (the "TxDOT Right of Way"),

in accordance with its customary practices, including having taken all appeals to a final judgment in any eminent domain action it commenced and having satisfied all resulting costs, awards, and settlements. If it is later determined that some portion of the TxDOT Right of Way was not fully and finally acquired by TxDOT, TxDOT shall promptly commence and diligently advance such acquisition at TxDOT's cost and expense. With respect to Project Right of Way needed for Sections 5 and 6 of the Project, and after the Commitment Date, TxDOT will reasonably assist and support the Authority in the Authority's assumption of acquisition activities TxDOT commenced by providing information in TxDOT's possession and attending meetings as reasonably requested by the Authority, but the Authority shall otherwise be responsible, at its sole cost, for acquiring all Project Right of Way for Sections 5 and 6 that has not been acquired prior to the Effective Date. Additionally, after the Effective Date, TxDOT will allow the Authority full access to its right of way files for the Project and permit the Authority to make copies of such documentation as the Authority reasonably desires to retain in its own files. "Project Right of Way" means any real property (which term is inclusive of all estates and interests in real property), improvements, and fixtures within the lines established by the NEPA Approval (as defined herein) to delineate the outside limits of the Project, as such limits may be adjusted from time to time, and specifically includes all air space, surface rights, and subsurface rights within the limits of the Project Right of Way. "NEPA Approval" means each decision document issued by the FHWA, TxDOT, the Authority, or other authorized party for the Project or a portion of the Project under the National Environmental Policy Act, and all approved supplements and reevaluations pertaining to the Project as of the Effective Date.

7. **Design and Construction Obligations of TxDOT for Section 3A Improvements.**

(a) Section 3A Improvements. TxDOT agrees to construct, at its sole cost, certain elements of Section 3A, as more specifically described and depicted in the plans and specifications of Contract CSJ 504-02-022 let by TxDOT in November 2009 and on Exhibit E attached hereto and made a part hereof (the "Section 3A Improvements"). TxDOT, at its sole cost, shall be responsible for the timely construction of the Section 3A Improvements, including all required construction management and construction materials testing services, and all required and remaining utility relocation and/or adjustment, in substantial compliance with the designs, plans, and specifications previously provided by the Authority and repackaged for letting by TxDOT, and shall, after the Commitment Date and to the extent legally capable and upon compliance with all procedures legally required therefor, assign, in writing, to the Authority all of TxDOT's right, title and interest in any errors or omission coverage or other express or common law warranties or rights related to such plans and specifications. TxDOT shall use its good faith efforts to construct and complete the following portions of the Section 3A Improvements by June 1, 2013, subject only to delays caused by conditions not under the control of the contractor, as provided in the construction contract for the Section 3A Improvements. TxDOT has reviewed and approved the design and construction schedule and completion date for the Section 3A Improvements and agrees that it is reasonable and achievable. TxDOT's construction obligations for the main lanes, ramps, frontage roads and cross streets shall include all major items such as pavement, bridges and walls, as well as all columns; supports; curbs; headwalls; wingwalls; aprons; right-of-way fencing; guardrail and fencing; impact attenuators and other safety devices; junction boxes, inlets, manholes, culverts, channels, piping, containment and mitigation systems, conduits and other drainage structures; illumination devices; signage; pavement markings and other delineation devices; and other typical and

necessary appurtenances that are not specifically identified as the responsibility of the Authority as provided in this Agreement. TxDOT shall permit the Authority to review, at mutually acceptable review intervals, any designs, plans, specifications, and construction records pertaining to TxDOT's construction obligations under this Section 7, and to inspect the actual ongoing construction of the Section 3A Improvements, in order to ensure that said work is accomplished in a manner and to standards that, in the reasonable opinion of both TxDOT and the Authority, are consistent with the overall aesthetic guidelines, design and construction of the Project, as well as to confirm the issues addressed under subsection 7(b) below.

(b) Progress of Section 3A Improvements. The Authority has utilized and relied upon the design and construction schedule for the Section 3A Improvements in structuring the Financing. Without limiting any other review rights provided in this Section 7, TxDOT shall provide the Authority for its review all materials related to the schedule and sequencing of the construction of the Section 3A Improvements. TxDOT and the Authority shall agree on such modifications to the schedule and sequencing of the construction of the Section 3A Improvements that TxDOT and the Authority mutually and reasonably agree are necessary to ensure that those features of the Section 3A Improvements that must be completed to permit the Authority's construction of elements of the Project (the "Critical Path Items") are finished as early as reasonably possible in that schedule and sequencing. Once TxDOT and the Authority have agreed upon a schedule and sequencing of the construction of the Section 3A Improvements that accomplishes the purpose of the preceding sentence, TxDOT shall not permit any modification thereto without the Authority's prior written approval. If during the construction of the Section 3A Improvements, TxDOT has reason to believe that the Critical Path Items may not be completed in time to prevent a delay of the Authority's construction of the Project, TxDOT shall promptly notify the Authority and, working collaboratively, the parties shall evaluate all feasible alternatives for accelerating the progress of work on the Critical Path Items. TxDOT and the Authority shall utilize to the maximum practical degree the expedited and fully joint/concurrent design review process described and defined in Section 9 to track progress of the contractor(s) toward completing the Critical Path Items to prevent that progress from falling behind so as to delay the Authority's construction of the Project. If requested by the Authority, TxDOT shall allow the Authority access to its construction records for the Section 3A Improvements, which the Authority may copy and distribute to its underwriters and other interested parties. Without limiting, and in addition to, the provisions of subsection 13(b) below, the Critical Path Items (with projected completion dates) are identified as the drilled shafts required for the construction of all or portions of seven (7) Project direct connectors, being specifically the connectors at: NB SWP to WB SH 183 (September 3, 2011); NB SWP to EB IH 20 (June 23, 2011); NB SWP to WB IH 20 (June 28, 2012); SB SWP to WB IH 20 (August 16, 2011); EB IH 20 to SB SWP (June 7, 2011); EB IH 20 to NB SWP (August 2, 2011); and WB IH 20 to SB SWP (August 2, 2011). TxDOT shall use good faith efforts to construct and complete the Critical Path Items by those dates, subject only to delays caused by conditions not under the control of the contractor, as provided in the construction contract for the Section 3A Improvements, and to coordinate construction activities with the Authority so that the Authority is able to perform work necessary to construct the direct connector substructures (*e.g.*, bents) and superstructure beams within and over the limits of SH 183.

(c) Assignment of Various Rights. The Authority anticipates that any delay regarding the completion of the Critical Path Items from what is provided in this Section 7 will

materially and adversely affect the Authority's cost to complete the Project and/or the anticipated revenue from the Project. In consideration therefor, TxDOT hereby assigns to the Authority all liquidated damages owing or otherwise resulting from the delayed completion of the Critical Path Items under the applicable construction contract(s), as well as all breach of contract and similar claims otherwise available to TxDOT. TxDOT shall not permit any modification to the liquidated damages and other provisions pertinent to this subsection 7(c) without the Authority's prior written approval, which shall not be unreasonably withheld. TxDOT shall have no other obligation or liability to the Authority arising out of or relating to delays in the completion of the Section 3A Improvements or the Critical Path Items, including for loss of toll revenues.

8. **Design and Construction Obligations of the Authority for the Authority-Built Interchanges.**

(a) The Authority-Built Interchanges. As noted in Section 3, the Retained Property includes certain portions of the following five (5) interchanges, together with the associated land:

(i) IH 30 Interchange;
(ii) SH 183 Interchange;
(iii) IH 20 Interchange;
(iv) FM 1187 Interchange; and
(v) FM 917 Interchange,

said interchanges being hereinafter defined as the "Authority-Built Interchanges." After the Commitment Date, the Authority, at its sole cost, shall be responsible for the design and construction of the Authority-Built Interchanges, pursuant to this Section 8 and as authorized by Minute Order 112143.

(b) The Authority-Built Interchanges PS&E. The Authority and TxDOT, working collaboratively, will provide for the preparation of the plans, specifications and estimate for the Authority-Built Interchanges (the "Authority-Built Interchanges PS&E"). The Authority-Built Interchanges PS&E shall be developed by the Authority and TxDOT consistent with the latest edition and revisions of the American Association of State Highway and Transportation Officials' ("AASHTO") Standard Specifications for Highway Bridges, including applicable interim specifications, TxDOT's Highway Design Division Operations and Procedures Manual, TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges, TxDOT's Foundation Exploration Manual, TxDOT's Bridge Design Guide, and The Texas Manual on Uniform Traffic Control Devices ("TMUTCD"). For all items not discussed in the above-referenced documents, AASHTO's A Policy On Geometric Design of Highways and Streets shall be referenced for guidance. The Authority and TxDOT shall utilize the fully joint/concurrent design review process set forth in Section 9 to review and finalize the Authority-Built Interchanges PS&E, as well as to track progress of the contractor(s) toward completing the Authority-Built Interchanges.

(c) The Authority's Construction of the Authority-Built Interchanges. After the Commitment Date, the Authority, at its sole cost, shall be responsible for the timely construction of the Authority-Built Interchanges, including all required construction management and construction materials testing services, and all required and remaining utility relocation and/or

adjustment, in substantial compliance with the Authority-Built Interchanges PS&E, and shall, to the extent legally capable and upon compliance with all procedures legally required therefor, assign, in writing, to TxDOT all of the Authority's right, title, and interest in any errors or omission coverage or other express or common law warranties or rights related to such plans and specifications. The Authority shall permit TxDOT to review, at mutually acceptable review intervals, any designs, plans, specifications, and construction records pertaining to the Authority's construction obligations under this Section 8 in order to ensure that said work is accomplished in a manner and to standards that, in the reasonable opinion of both TxDOT and the Authority, are in substantial compliance with the Authority-Built Interchanges PS&E.

9. **Design and Construction of the Remainder of the Project.**

(a) Design and Construction. Except as provided in Section 7 with respect to the Section 3A Improvements, and as hereinafter provided in this Section 9, the Authority, after the Commitment Date and at its sole cost, shall be responsible for the design and construction of the Project, including all required and remaining utility relocations and/or adjustments. Except as otherwise provided in Section 12 with respect to certain permitting obligations retained by TxDOT, the Authority shall be fully responsible for (i) ensuring that all environmental permits, issues, and commitments are addressed in its project design, (ii) addressing field changes for potential environmental impacts and obtaining any necessary environmental permits, issues, and commitments for such field changes, and (iii) ensuring that all construction plans are signed, sealed and dated by a professional engineer licensed in the State of Texas. The Authority also will be responsible for securing construction oversight and inspection, and materials testing and inspection. Except as provided in Sections 7 or 8, or as hereinafter provided, the Authority shall have sole authority and responsibility for (A) the design of the Project and all features thereof, (B) the selection of underwriters, investment bankers, financial advisors, legal counsel, consultants, construction managers, engineers, architects, surveyors, testing engineers and laboratories, inspecting engineers, geotechnical engineers and scientists, suppliers, contractors, subcontractors, vendors, sureties, and other parties retained in connection with the financing, design, construction, maintenance or operation of the Project, (C) the commencement, sequencing and timing of design and construction activities and other work, (D) the acceptance or rejection of work or other deliverables, and (E) the negotiation, bidding, and letting of contracts. TxDOT hereby grants and confirms all rights of entry, access and use in and to the Project Right of Way as may be necessary or desirable for the Authority to undertake and complete its construction and other obligations under this Agreement, which shall remain in full force and effect unless and until this Agreement is terminated irrespective of whether the Project was or will be transferred to the Authority pursuant to Section 2. Pursuant to the requirements of Title 43, T.A.C., Chapter 27, and in accordance with the requirements of the Project Oversight Agreement (as defined in subsection 9(d)), TxDOT and as required under the Project Oversight Agreement, FHWA, shall review and approve the design for the Project in the manner described in the remainder of this Section 9. In addition, if required by law, FHWA shall review and approve the bidding materials or request for proposals for any construction contract or design/build contract and concur in the award of any such contract. TxDOT also shall review and comment on any design/build contract or other contract including construction work and shall reasonably approve provisions in the design/build or other contract relating to (A) completion commitments, (B) cure periods, (C) liquidated damages, (D) warranties and (E) guarantees of the contractor's obligations under the design/build or other contract in

connection with TxDOT's evaluation of any commitments regarding project schedule or cost overruns provided in the Toll Equity Loan Agreement.

(b) Plans and Specifications. Except with respect to the Section 3A Improvements and the Authority-Built Interchanges, the Authority will provide for the preparation of the plans, specifications and estimate for all portions of the Project (the "PS&E") in the following manner. The schematic design, prepared in two (2) parts for the Project (the SWP or CTP portions separately), has been approved by TxDOT and is attached hereto as Exhibit F and made a part hereof, provided that any subsequent changes proposed by the Authority shall be subject to reasonable review and approval by TxDOT (the "Approved Schematic"), and the PS&E shall conform to the Approved Schematic, as modified by Scenario 1C. Except for the Section 3A Improvements, which have been designed and reviewed in accordance with Section 7 hereof, and the Authority-Built Interchanges, which will be designed and reviewed in accordance with Section 8 hereof, the PS&E for the Project and all connections and ramps to or from the Project to road facilities maintained by TxDOT shall be developed by the Authority consistent with the latest edition and revisions of TxDOT's standards as of the Effective Date, which, specifically, will be AASHTO's A Policy on Geometric Design of Highways and Streets, AASHTO's Guide for Design of Pavement Structures, AASHTO's Standard Specifications for Highway Bridges, including applicable interim specifications, TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges, and the TMUTCD. TxDOT shall review the PS&E as set forth in subsection 9(c) below.

(c) Joint/Concurrent Review. Due to the expedited delivery schedule for the Project, and in order to maximize the benefit of the Project to North Central Texas, TxDOT and the Authority shall implement and adhere to a fully joint and concurrent design review process by which all materials subject to review by the parties, and regardless of whether they pertain to the Section 3A Improvements, the Authority-Built Interchanges, or any other design feature of the Project, will be concurrently distributed to and reviewed by both TxDOT and the Authority. This joint/concurrent review has been intentionally selected by TxDOT and the Authority for the Project in lieu of the independent/serial review the parties have utilized on other partnered projects. Consequently, TxDOT and the Authority intend that the review periods afforded under previous project agreements will be significantly reduced for the Project. Without limiting the foregoing, TxDOT and the Authority shall use all reasonable efforts to maximize a teaming approach to complete their respective reviews of all materials concurrently. Each party shall complete its review of materials within the applicable period of time set forth in the submittal review schedule that has been mutually agreed upon by the parties and set forth in Exhibit G hereto. Additionally, TxDOT and the Authority may agree to form and utilize a technical work group, similar to the process used on their other partnered projects, for one or more elements of the Project delivery process.

(d) FHWA Oversight. The Authority agrees to cooperate with TxDOT and the FHWA and to be subject to all of the requirements, terms, and conditions set forth in a Project Oversight Agreement to be entered into by TxDOT and the FHWA for the Project (the "Project Oversight Agreement"), the requirements, terms, and conditions of which shall be substantially similar to those set forth in the form prepared for the State Highway 161 Project attached hereto as Exhibit H and made part hereof.

(e) Approval Schedule. In order to achieve the Project's proposed completion date, TxDOT and the Authority acknowledge that (i) the Authority-Built Interchanges PS&E and (ii) the PS&E must be complete and fully and finally approved by both parties not later than September 22, 2010 for Section 1, September 8, 2010 for Section 2, July 14, 2010 for Section 2B, August 25, 2010 for Section 3B, August 4, 2010 for Section 4, October 6, 2010 for Section 5, and August 11, 2010 for Section 6, which TxDOT and the Authority agree are reasonable and achievable dates and commit to use all reasonable efforts to achieve.

(f) Hazardous Materials. Subject to the Authority providing the Commitment, TxDOT will be responsible for promptly and diligently addressing, through clean-up or other appropriate and lawful steps, based on a property use appropriate risk-based clean-up standard, any Hazardous Materials (as defined herein) the Authority encounters while performing construction work contemplated by this Agreement within any Project Right of Way transferred by TxDOT to the Authority. If soil excavated in the course of the Authority's construction of the Project on such property is identified as containing hazardous materials which exceed regulatory action levels for highway projects based on a risk-based cleanup standard and, consequently, requires special treatment or disposal ("Hazardous Materials"), TxDOT may elect: (i) to accept delivery of the identified soil and handle it properly, or (ii) to reimburse the Authority for its reasonable and necessary costs incurred due to the presence of Hazardous Materials, which are in excess of the normal excavation and disposal costs that would have been incurred otherwise associated with such soil. The foregoing clean-up obligation is in lieu of any form of indemnity by TxDOT for the benefit of the Authority.

(g) Traffic Control. At all times during the initial construction by the Authority or its contractors of the Project, the Authority shall control traffic on the Project in accordance with the requirements set forth in the Authority-Built Interchanges PS&E until its completion of those activities.

10. **Responsibility for Design, Construction, and Overall Operation.**

(a) Responsibility. Except as otherwise provided in the following sentence or in subsection 11(a) or Section 16 below, the Authority, after the Commitment Date, acknowledges and fully accepts its responsibility for the design, construction, maintenance, regulation, signage, illumination, and overall operation of the Project, and hereby accepts said responsibility, and releases TxDOT from responsibility therefor, in any litigation. Nothing, however, contained in this Agreement or elsewhere shall impose any liability on the Authority for or with respect to (i) the operation of the Retained Property or (ii) without limiting the foregoing, the construction of the Section 3A Improvements. Additionally, insofar as the Authority is designing the Authority-Built Interchanges in collaboration with TxDOT and pursuant to TxDOT's standards and manuals described in subsection 8(b), the Authority's liability to TxDOT for any design defect or failure will be fully discharged by its assignment to TxDOT of the Authority's rights and remedies under the applicable design contracts pursuant to subsection 8(c) and reasonable cooperation with TxDOT thereafter if TxDOT elects to pursue claims thereunder. Neither TxDOT nor the Authority waives, relinquishes, limits, or conditions its governmental immunity or any other right to avoid liability that it otherwise might have to third parties. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against either TxDOT or the Authority, nor shall it ever be construed as relieving any third party

or parties from any liabilities of such third party or parties to TxDOT or the Authority, but, except as provided below, the Authority shall become fully subrogated to TxDOT and shall be entitled to maintain an action over and against any third party or parties (but not TxDOT) legally liable for having caused the Authority or TxDOT to pay or disburse any sum of money in connection with any previously completed portion of the Project. Notwithstanding the foregoing, TxDOT shall maintain such rights against third parties as may be necessary to defend itself against any action brought by such third parties.

(b) Exceptions. TxDOT will work with the Authority to adjust, modify or reconfigure design elements that were on the Approved Schematic in order to meet current design parameters. If design exceptions are required, TxDOT will work with the Authority to process needed design exceptions. The Authority may implement the Authority's "System-wide Design Guidelines" for landscaping and aesthetics (the "SWDG"). Notwithstanding the preceding sentence, the Authority has agreed in the SWP Three-Party Agreement to implement certain design features at variance with the SWDG, commonly known as the "Corridor Master Plan." In addition, any future design exceptions proposed by the Authority that affect the Retained Property, including the Authority-Built Interchanges, or the Project's frontage roads shall be subject to the consent of TxDOT, which consent shall not be unreasonably withheld or delayed.

(c) 404 Permits. TxDOT has received a permit from the U.S. Army Corps of Engineers (the "Corps") under Section 404 of the Clean Water Act (33 U.S.C. §1344) (the "Section 404 Permit") for Section 6 of the Project. The Section 404 Permit is contingent only upon the purchase of certain mitigation credits as identified in the permit. With regard to the Section 404 Permit, the parties agree as follows:

(i) TxDOT has no current actual knowledge of any material defect regarding the Section 404 Permit or its issuance.

(ii) TxDOT shall provide reasonable assistance in transferring the Section 404 Permit to the Authority.

(iii) In addition to the transfer of the Section 404 Permit, TxDOT shall provide to the Authority (A) the application submitted to the Corps, (B) any correspondence to or from the Corps, and (C) any other reasonably relevant information in its possession or control.

(iv) The Authority shall be solely responsible for the purchase of mitigation credits required under the Section 404 Permit.

Additionally, Section 5 of the Project requires a similar permit, provided, however, TxDOT's only obligations regarding that permit shall be to provide background information regarding TxDOT's previous activities with respect to that permit, including any materials in TxDOT's possession described under subclause (iii) above.

(d) Railroad Crossing Agreement(s). The construction and operation of the Project requires one or more agreements with the Fort Worth & Western Railroad (the "FW&WR") for crossings in Sections 1, 5, and 6 of the Project. TxDOT will diligently assist the Authority in

finalizing legal descriptions acceptable to the FW&WR for all three (3) crossings. The legal description for the Section 1 crossing has been preliminarily approved by FW&WR. Upon request by the Authority, TxDOT shall provide to the Authority any correspondence to or from the FW&WR and any other relevant information in its possession or control.

11. **Warranted Improvements.**

(a) TxDOT-Warranted Improvements. Notwithstanding anything to the contrary in subsection 10(a) above, TxDOT after the Commitment Date hereby provides to the Authority a limited warranty of the Section 3A Improvements other than the Retained Property (the "TxDOT-Warranted Improvements"). Such limited warranty is given on the following terms and conditions:

(i) TxDOT warrants that the TxDOT-Warranted Improvements shall be free of latent defects in design, materials, equipment and workmanship, as measured from the requirements, criteria, standards, and specifications in the relevant contracts under which the TxDOT-Warranted Improvements were or will be constructed. A defect shall be considered latent only if it (A) is not known or disclosed to the Authority as of the date TxDOT issued or issues written acceptance of each portion of the TxDOT-Warranted Improvements under each contract pursuant to which a portion of the TxDOT-Warranted Improvements is or was constructed and (B) would not normally be discovered upon reasonable inspection and investigation in accordance with standard industry practice. The preceding sentence shall not limit TxDOT's obligation to correct punch list items and patent defects set forth in the last paragraph of this subsection 11(a). This limited warranty does not apply to design or construction work performed by any utility owner on its own utilities.

(ii) This limited warranty is the sole warranty from TxDOT of the TxDOT-Warranted Improvements, and all other warranties, express or implied, are hereby disclaimed, including any warranty of suitability or fitness for a particular purpose.

(iii) TxDOT's liability under this limited warranty is limited to the direct cost (A) to correct latent defects covered by this warranty and (B) to correct physical loss or harm to the Project resulting from such latent defects, but only to the extent such loss or harm is not insured and not required to be insured under this Agreement (the "Authority's Resulting Uninsured Physical Loss"). TxDOT shall have no other obligation or liability to the Authority arising out of or relating to latent defects in the TxDOT-Warranted Improvements, including for loss of toll revenues and for third-party damage, harm, injury, loss, cost, or expense.

(iv) This limited warranty shall expire two (2) years after the date TxDOT issued or issues written acceptance of each portion of the TxDOT-Warranted Improvements under each contract pursuant to which a portion of the TxDOT-Warranted Improvements were or are constructed. TxDOT represents that Exhibit I attached hereto and made a part hereof accurately lists all such contracts let or identified prior to the Effective Date and, if applicable, the date TxDOT accepted the work thereunder. For TxDOT-Warranted Improvements not yet accepted as of the Effective Date, TxDOT shall

deliver to the Authority a copy of TxDOT's written acceptance within ten (10) days after TxDOT issues it.

(v) TxDOT shall have no liability under this limited warranty unless it receives from the Authority, prior to the applicable expiration date of the warranty, written notice asserting a warranty claim and setting forth the nature and location of the latent defect in reasonable detail.

(vi) If TxDOT receives any such written notice prior to the applicable expiration date of this limited warranty, then within thirty (30) days of receipt TxDOT and the Authority shall mutually agree when and how TxDOT shall correct such latent defect and the Authority's Resulting Uninsured Physical Loss; provided, however, that in case of an emergency or threat to safety requiring immediate corrective action, TxDOT shall implement such action as it deems necessary and shall notify the Authority in writing of the urgency of such action. TxDOT shall prepare and furnish to the Authority, with its recommendation for corrective action, data, and reports applicable to any correction required, including revision and updating of all affected documentation. Where the Authority's Resulting Uninsured Physical Loss consists only of the cost of corrective work under a deductible or self-insured retention, TxDOT may elect to pay such cost to the Authority in lieu of performing the corrective work itself.

(vii) If TxDOT does not use diligent efforts to proceed to correct the latent defect and the Authority's Resulting Uninsured Physical Loss within the agreed time, or should TxDOT and the Authority fail to reach agreement within such 30-day period (or immediately in the case of emergency or unsafe conditions), the Authority, after written notice to TxDOT, shall have the right to perform or have performed by its forces or third parties the necessary corrective work, and TxDOT shall bear the reasonable costs thereof.

(viii) All work, supplies and parts furnished to correct the latent defect and the Authority's Resulting Uninsured Physical Loss, and any services performed, shall comply with all applicable standards required under this Agreement.

(ix) In correcting latent defects and the Authority's Resulting Uninsured Physical Loss under this warranty, TxDOT shall coordinate and schedule activities to minimize interference with the operation of the Project.

Within two (2) business days after TxDOT receives notice from a contractor of the date it expects to achieve substantial completion of a portion of the TxDOT-Warranted Improvements (but not less than twenty (20) days prior to such date), TxDOT shall provide the Authority with written notification of such date. After such notice, TxDOT and the Authority shall meet and confer and exchange information on a regular cooperative basis with the goal being TxDOT's and the Authority's orderly, timely inspection and review of such TxDOT-Warranted Improvements for substantial compliance with the plans, standards and specifications in the relevant construction contracts and for identification of patent defects and preparation of a punch list. TxDOT, at its expense, shall cause punch list items, including patent defects identified by the parties, to be diligently completed following substantial completion of such TxDOT-Warranted Improvements. If any patent defect is not eligible for treatment as a punch list item,

TxDOT shall cause it to be rectified as a condition to achieving substantial completion of such TxDOT-Warranted Improvements.

(b) TxDOT Cooperation. In addition to the foregoing, and regardless of whether TxDOT's limited warranty provided in this Section 11 covers the applicable claim, TxDOT shall reasonably assist the Authority in the Authority's pursuit of any breach of contract, negligence, or other claim against any of TxDOT's contractors, which assistance may include TxDOT's assignment of its rights to the Authority, sharing of documentation, providing access to its employees and consultants, or, if necessary, joinder in any legal action, provided that the Authority shall promptly reimburse TxDOT for all costs it incurs as a result.

(c) The Authority-Warranted Improvements. Notwithstanding anything to the contrary in subsection 10(a) above, the Authority after the Commitment Date hereby provides to TxDOT a limited warranty for the Authority-Built Interchanges and the Project's frontage roads (the "Authority-Warranted Improvements"). Such limited warranty is given on the following terms and conditions:

(i) The Authority warrants that the Authority-Warranted Improvements shall be free of latent defects in design, materials, equipment and workmanship, as measured from the requirements, criteria, standards, and specifications in the relevant contracts under which the Authority-Warranted Improvements are, were, or will be constructed. A defect shall be considered latent only if it (A) is not known or disclosed to TxDOT as of the date the Authority issued or issues written acceptance of each portion of the Authority-Warranted Improvements under each contract pursuant to which a portion of the Authority-Warranted Improvements was or is constructed and (B) would not normally be discovered upon reasonable inspection and investigation in accordance with standard industry practice. The preceding sentence shall not limit the Authority's obligation to correct punch list items and patent defects set forth in the last paragraph of this subsection 11(c). This limited warranty does not apply to design or construction work performed by any utility owner on its own utilities.

(ii) This limited warranty is the sole warranty from the Authority of the Authority-Warranted Improvements, and all other warranties, express or implied, are hereby disclaimed, including any warranty of suitability or fitness for a particular purpose.

(iii) The Authority's liability under this limited warranty is limited to the direct cost (A) to correct latent defects covered by this warranty and (B) to correct physical loss or harm to the Authority-Built Interchanges or the Project's frontage roads resulting from such latent defects, but only to the extent such loss or harm is not insured and not required to be insured under this Agreement (the "TxDOT's Resulting Uninsured Physical Loss"). The Authority shall have no other obligation or liability to TxDOT arising out of or relating to latent defects in the Authority-Warranted Improvements, including for third-party damage, harm, injury, loss, cost, or expense.

(iv) This limited warranty shall expire two (2) years after the date the Authority issued or issues written acceptance of each portion of the Authority-Warranted

Improvements under each contract pursuant to which a portion of the Authority-Warranted Improvements were or are constructed. The Authority represents that Exhibit J attached hereto and made a part hereof accurately lists all such contracts let or identified prior to the Effective Date and, if applicable, the date the Authority accepted the work thereunder. The Authority shall deliver to TxDOT a copy of the Authority's written acceptance of any Authority-Warranted Improvements within ten (10) days after the Authority issues it.

(v) The Authority shall have no liability under this limited warranty unless it receives from TxDOT, prior to the applicable expiration date of the warranty, written notice asserting a warranty claim and setting forth the nature and location of the latent defect in reasonable detail.

(vi) If the Authority receives any such written notice prior to the applicable expiration date of this limited warranty, then within thirty (30) days of receipt the Authority and TxDOT shall mutually agree when and how the Authority shall correct such latent defect and TxDOT's Resulting Uninsured Physical Loss; provided, however, that in case of an emergency or threat to safety requiring immediate corrective action, the Authority shall implement such action as it deems necessary and shall notify TxDOT in writing of the urgency of such action. The Authority shall prepare and furnish to TxDOT, with its recommendation for corrective action, data, and reports applicable to any correction required, including revision and updating of all affected documentation. Where TxDOT's Resulting Uninsured Physical Loss consists only of the cost of corrective work under a deductible or self-insured retention, the Authority may elect to pay such cost to TxDOT in lieu of performing the corrective work itself.

(vii) If the Authority does not use diligent efforts to proceed to correct the latent defect and TxDOT's Resulting Uninsured Physical Loss within the agreed time, or should the Authority and TxDOT fail to reach agreement within such 30-day period (or immediately in the case of emergency or unsafe conditions), TxDOT, after written notice to the Authority, shall have the right to perform or have performed by its forces or third parties the necessary corrective work, and the Authority shall bear the reasonable costs thereof.

(viii) All work, supplies and parts furnished to correct the latent defect and TxDOT's Resulting Uninsured Physical Loss, and any services performed, shall comply with all applicable standards required under this Agreement.

(ix) In correcting latent defects and TxDOT's Resulting Uninsured Physical Loss under this warranty, the Authority shall coordinate and schedule activities to minimize interference with the operation of the Authority-Built Interchanges and the Retained Property.

Within two (2) business days after the Authority receives notice from a contractor of the date it expects to achieve substantial completion of a portion of the Authority-Warranted Improvements (but not less than twenty (20) days prior to such date), the Authority shall provide TxDOT with written notification of such date. After such notice, the Authority and TxDOT shall

meet and confer and exchange information on a regular cooperative basis with the goal being the Authority's and TxDOT's orderly, timely inspection and review of such Authority-Warranted Improvements for substantial compliance with the plans, standards and specifications in the relevant construction contracts and for identification of patent defects and preparation of a punch list. The Authority, at its expense, shall cause punch list items, including patent defects identified by the parties, to be diligently completed following substantial completion of such Authority-Warranted Improvements. If any patent defect is not eligible for treatment as a punch list item, the Authority shall cause it to be rectified as a condition to achieving substantial completion of such Authority-Warranted Improvements.

(d) Cooperation by the Authority. In addition to the foregoing, and regardless of whether the Authority's limited warranty provided in this Section 11 covers the applicable claim, the Authority shall reasonably assist TxDOT in TxDOT's pursuit of any breach of contract, negligence, or other claim against any of the Authority's contractors, which assistance may include the Authority's assignment of its rights to TxDOT, sharing of documentation, providing access to its employees and consultants, or, if necessary, joinder in any legal action, provided that TxDOT shall promptly reimburse the Authority for all costs it incurs as a result.

(e) Shared Intention of the Parties. TxDOT and the Authority intend to fully satisfy their respective obligations under this Section 11 by requiring the contractors under the construction contracts for the TxDOT-Warranted Improvements and the Authority-Warranted Improvements to provide suitable contractual warranties and security therefor coextensive with, and otherwise sufficient to discharge, the Authority's Resulting Uninsured Physical Loss and TxDOT's Resulting Uninsured Loss, respectively, to the extent any such losses arise under this Section 11. In the event any of the Authority's contractors under a construction contract for the Authority-Warranted Improvements fails to satisfy its warranty obligations thereunder and the Authority expends Project funds to satisfy the Authority's obligations hereunder, then, provided the Toll Equity Loan Agreement is in effect, any settlement or judgment amounts subsequently recovered from said contractor shall be used solely for Project expenditures.

12. **Environmental Permits, Issues, Commitments and Studies**. For the purposes of this Agreement, environmental permits, issues and commitments ("EPIC") shall include any permit, issue, coordination, commitment, or mitigation obtained to satisfy social, economic, or environmental impacts of the Project, including, but not limited to, sole source aquifer coordination, wetland permits, stormwater permits, traffic noise abatement, threatened or endangered species coordination, archaeological permits, and any mitigation or other commitment associated with any of those issues.

The Authority assumes all liability and responsibility for existing and future EPIC with respect to the Project on and after the Commitment Date. Notwithstanding the foregoing, (a) prior to the Commitment Date, TxDOT shall retain all liability and responsibility for existing and future EPIC with respect to the Project, save and except for any EPIC pertaining to the Authority's construction activities on the Project, and (b) after the Commitment Date, TxDOT shall (i) ensure TxDOT's construction of the Section 3A Improvements is in substantial compliance with the PS&E and any EPIC related to that initial construction by TxDOT, and (ii) retain all liability and responsibility for the reevaluation of the Finding of No Significant Impact for Section 6 of the Project until the completed reevaluation is approved by FHWA.

TxDOT shall use good faith efforts to obtain any EPIC for which it has responsibility, and the Authority shall fully cooperate with and provide all reasonable assistance to TxDOT with respect thereto. TxDOT shall fully cooperate with and support the efficient transitioning of its environmental responsibilities to the Authority. Except as otherwise provided above, TxDOT has received the environmental clearance for the Project and has satisfied its obligations under this Section 12, and, except as provided in this Section 12, any further action that may be required with respect to the environmental clearance is the responsibility of the Authority. Notwithstanding the foregoing, TxDOT shall use reasonable efforts to advance the reevaluation of the Finding of No Significant Impact for Section 6 of the Project until the completed reevaluation is approved by FHWA, and regularly update, and provide such other information reasonably requested by, the Authority with respect thereto.

13. **Bidding Procedures; Insurance; Diversity Policy.**

(a) Bidding Procedures. The Authority shall use its bidding and procurement procedures with respect to all aspects of the Project that it is obligated to design and construct pursuant to this Agreement and shall comply with the requirements of the Project Oversight Agreement.

(b) Encroachment; Cooperation Regarding Construction Activities. It is possible that the Authority's or TxDOT's construction activities may encroach periodically on property held or utilized by the other. The Authority and TxDOT shall address in a reasonable and cooperative manner any such encroachment and any consequences thereof. Without limiting the foregoing, the Authority and TxDOT shall cooperate with each other in connection with their respective construction and construction-related activities (including exchanging schedules of work anticipated to be performed by each party) from and after the Effective Date in order to avoid any undue interference with the activities being conducted by the other and with any traffic and tolling operations on their respective facilities during such time.

(c) Additional Insureds. Additionally, with respect to construction contracts let by the Authority or TxDOT regarding work that might reasonably be expected to affect the facilities or activities of the other party, either TxDOT or the Authority shall be entitled, after providing reasonable notice prior to bidding, to require that any construction contract of the other party bid after the Effective Date must obligate the applicable contractor to list the Authority, TxDOT, the State of Texas, the Commission, and their respective successors, assigns, officeholders, officers, directors, commissioners, consultants, and employees as "additional insureds" with respect to any insurance for which the contractor must obtain an "additional insured" rider or amendment.

(d) D/M/W/BE Policy. The Authority shall comply with its Disadvantaged, Minority, Women-Owned and Small Business Enterprises Policy so as to satisfy certain conditions to receiving federal financial assistance, including the creation of a Disadvantaged Business Enterprise Program, as well as the requirements in Section 366.184 of the Regional Tollway Authority Act.

14. **The Authority's Commencement of Activities**. Subject to the Authority's exercise of the Option, the Authority is authorized to proceed with all work hereunder, in addition to the advance work (including surveying and site investigations, such as geotechnical, hazardous

materials and utilities investigations) underway as of the Effective Date, which TxDOT hereby acknowledges and authorizes. The Authority is authorized to enter the Project Right of Way TxDOT owns in order to conduct surveys and site investigations, including geotechnical, hazardous materials and utilities investigations.

15. **Operation, Maintenance and Regulation of the Project.**

(a) The Authority's Responsibilities. Subject to the provisions of Sections 3 and 8 hereof whereby TxDOT agrees to be responsible for the operation, maintenance, policing, and regulation of the Retained Property, the Authority shall be responsible for the operation, maintenance, policing, and regulation of the remainder of the Project, including any future capacity improvements, upon the earlier of the Commitment Date or the date of transfer of the Property Interests to the Authority, in compliance with the Regional Tollway Authority Act and relevant provisions of the SWP Three-Party Agreement and any trust agreement(s) or similar documentation evidencing or securing the Financing and as an extension and enlargement of the Special Projects System.

(b) Frontage Roads. Notwithstanding anything to the contrary in subsection 15(a) above, the City, and neither TxDOT nor the Authority, shall be responsible for the operation and maintenance of the frontage roads as set forth in the SWP Three-Party Agreement and as summarized in Section 16 below.

(c) Speed Limits. The Authority shall maintain complete responsibility and authority for the promulgation and enforcement of safety and operational standards for the Project, including the determination, posting, and enforcement of speed limits; provided however, TxDOT shall maintain complete responsibility and authority for the promulgation and enforcement of safety and operational standards for the Retained Property, including the determination, posting, and enforcement of speed limits. TxDOT and the Authority will each work with the cities through which the Project extends (the "Project Cities") on ordinances enacting the appropriate posted speeds on the Project's frontage roads for which they are responsible based on a speed study conducted in accordance with applicable law and TxDOT's standards, procedures and methodology. Any speed studies performed for the frontage roads will be provided by the Authority to TxDOT for its review, and to the Project Cities for their implementation.

(d) ITS Operations. The Authority will provide TxDOT with viewing access to any vehicle detection systems placed on and data/video generated from the Project main lanes and frontage roads in accordance with the Regional Data and Video Communication System (RDVCS) of the North Texas Regional Comprehensive ITS Program.

16. **Frontage Roads and Intersecting TxDOT Projects.** As provided in Section 2, TxDOT and the Authority intend for the Project and associated real property other than the Retained Property to be removed from the state highway system and transferred to the Authority. In all events, and regardless of whether the aforesaid transfer occurs, the City, pursuant to the SWP Three-Party Agreement, shall operate, maintain, police and regulate (including the provision of all landscaping and mowing, signalization, illumination, permits for connections and curb cuts, safety devices and signage) all of the Project's frontage roads and other streets adjacent to,

intersecting or crossing the Project within the corporate limits of the City in accordance with existing agreements or TxDOT policy. Notwithstanding the foregoing, and as depicted on Exhibit K, TxDOT shall maintain and otherwise be responsible for the repair, maintenance and operation of the main lanes of IH 20, IH 30, SH 183 and US 67, including the repair and maintenance of pavement, bridges and other structures constructed as part of the Project, and, specifically, traffic signal systems and safety lighting structures and foundations therefor; storm water conduits and receivers; soundwalls, screen walls, retaining walls and similar structures related to the main lanes and guardrail, attenuators and fences. TxDOT shall furnish, or provide for the furnishing of, all sweeping, flushing, and snow/ice control services on said main lanes, and shall provide all mowing, landscaping maintenance and litter collection, as well as comply with all permits related to storm sewer and storm water drainage systems. TxDOT and the Authority shall have no responsibility for (i) the repair, maintenance and operation of the Project's frontage roads for which Project Cities or other governmental entities, pursuant to the SWP Three-Party Agreement or otherwise, have responsibility as of or subsequent to the Effective Date and (ii) providing any policing, fire, ambulance, hazardous materials, and other emergency response for the Project frontage roads for which Project Cities or other governmental entities, pursuant to the SWP Three-Party Agreement or otherwise, will have responsibility as of or subsequent to the Commitment Date.

TxDOT shall maintain the main lanes of IH 20, IH 30, SH 183, and US 67 in fully operational condition (except for closures due to emergencies, necessary maintenance, upgrades, improved safety or other events beyond TxDOT's control) and in accordance with TxDOT's normal maintenance program standards and practices. TxDOT may assign any of its obligations under the first paragraph of this section to any other third party, provided that TxDOT shall retain ultimate responsibility for the proper maintenance of said main lanes.

With respect to the Retained Property operated and maintained by TxDOT, access management and utility permitting will be handled by TxDOT under standard TxDOT practice, as set forth in subsection 15(b).

The Authority shall be responsible for the maintenance requirements for the Project, except for the Retained Property areas for which TxDOT retains maintenance responsibility as depicted on Exhibit C, and except for any of the structures or other areas for which the City, another Project City, or other governmental or private entity will have maintenance responsibility as depicted on Exhibit K. To the extent of any conflict between the depiction of maintenance limits shown on Exhibit K and the terms of this Section 16, the former shall control.

17. **Maintenance of Records**. All records and documents prepared by the Authority under this Agreement or otherwise relating to the financing, design, and construction of the Project will be made available to authorized representatives of TxDOT and FHWA for purposes of review and audit during normal work hours. All records and documents prepared under this Agreement relating to the financing, design, and construction of the Project must be maintained by the Authority for four (4) years from the date of the required annual audit, unless TxDOT notifies the Authority in writing to extend the retention period. Without limiting the foregoing, the Authority shall comply with all applicable federal laws pertaining to the retention of records and the provision of access thereto.

Additionally, all records and documents prepared by TxDOT under this Agreement or otherwise relating to its construction obligations regarding the Project (including, without limitation, those under Section 7 relating to the Section 3A Improvements) will be made available to authorized representatives of the Authority during normal work hours for inspection and copying. All records and documents prepared under this Agreement and described in this paragraph must be maintained by TxDOT for three (3) years after final payment of construction costs incurred in connection with the Section 3A Improvements.

18. **Reports and Plans to TxDOT.** The Authority shall deliver to TxDOT all semiannual progress reports for the Project prepared by the Authority's consulting engineers, and, for so long as the Toll Equity Loan Agreement and TxDOT's obligations thereunder remain outstanding, and if requested by TxDOT, shall deliver to TxDOT all contractor requisitions relating to the construction of the Project or any capacity improvements thereto on a monthly basis. If during the construction of the Project the Authority has reason to believe that any of the scheduled completion dates may be exceeded, the Authority shall promptly notify TxDOT and, working collaboratively, the parties shall evaluate all feasible alternatives for accelerating the progress of work on the Project. At the earliest possible date following completion of construction of the Project, the Authority will deliver to TxDOT a final set of plans and specifications for the Project (including, without limitation, the Authority-Built Interchanges and the Project's frontage roads) to the extent designed and constructed by the Authority, signed, sealed and dated by a professional engineer, licensed in the State of Texas, certifying that the portion of the Project constructed by the Authority was constructed in accordance with the approved plans and specifications and approved contract revisions.

Additionally, TxDOT shall deliver to the Authority all progress reports for the Section 3A Improvements prepared by TxDOT or its outside engineers. At the earliest possible date following completion of construction of the Section 3A Improvements, TxDOT will deliver to the Authority a final set of plans and specifications for the Section 3A Improvements, signed, sealed and dated by a professional engineer, licensed in the State of Texas, certifying that those improvements were constructed in accordance with the approved plans and specifications and approved contract revisions. The Authority will not be required to perform a single audit of the expenditures and work associated with the Section 3A Improvements.

19. **The Financing.**

(a) Financing by the Authority. Except for TxDOT's financial assistance provided under the Toll Equity Loan Agreement or other document set forth under items (a) through (h) in Section 37 or through the Proposition 14 Funds or the $25 Million Federal Funds, the Authority shall have the sole obligation and responsibility to provide the financings for the acquisition, construction, design, operation, and maintenance of the Project (each a "Financing"). TxDOT's rights and obligations regarding the provision of any Financing are limited to those in the Toll Equity Loan Agreement and the additional documents set forth under items (a) through (h) in Section 37.

(b) Execution and Delivery of Supplement to Toll Equity Loan Agreement. Subject to the satisfaction of the conditions precedent in the Agreement to Supplement, on the closing date of the Financing, TxDOT and the Authority shall execute and deliver the Supplement in the

form attached to the Agreement to Supplement, with such changes therein as mutually agreed by the parties.

(c) Selection of Project for Application of TELA Fee. The Authority and the RTC have entered into an Agreement Concerning Return of Fee Payments under Toll Equity Loan Agreement dated July 23, 2010. Within thirty (30) days of receipt of any fees paid by the Authority to TxDOT under Section 2.06 of the Toll Equity Loan Agreement (the "TELA Fees"), TxDOT shall submit a written request to the RTC to identify the transportation projects in the Dallas and Fort Worth Districts of TxDOT for the application of the TELA Fees. At the RTC's request, TxDOT shall submit a minute order to the Commission seeking its concurrence with the RTC's selection of those projects for the application of TELA Fees. Nothing in the preceding sentence purports to bind, nor shall be construed as binding, the Commission to take any particular action regarding such minute order.

20. **Tolls.**

(a) Authorization to Toll.

(i) As provided in Chapter 366, Texas Transportation Code, the Authority shall have the exclusive right to (A) impose tolls upon the users of the main lanes of each Section of the Project, (B) establish, modify and adjust the rate of such tolls, and (C) enforce and collect tolls from the users of the main lanes of the Project. To the extent permitted by law, such right shall be exercised with respect to the Project in accordance with and subject to the terms and conditions contained in this Agreement, including those set forth in this Section 20 and in Exhibit L attached hereto and made a part hereof.

(ii) The foregoing authorization includes the right to fix, charge, enforce and collect incidental charges with respect to electronic tolling accounts and video transaction toll premiums in accordance with the Authority's system-wide policy for such items.

(b) Toll Rates.

(i) Except as provided in subsection 20(b)(ii), the toll rates in any year of the term of this Agreement shall not exceed the maximum rates for each user classification for such year determined according to the toll rate policy, schedule and methodology set forth in Exhibit L.

(ii) Toll rate adjustments shall be made in accordance with the requirements of the Toll Equity Loan Agreement at all times that it is in effect. The toll rates in any year may not exceed the maximum rates for each user classification for such year determined according to the toll rate policy, schedule and methodology set forth in Exhibit L except as required under the Toll Equity Loan Agreement or in the event the Authority determines that it is necessary to (A) preserve the financial condition of the Project (or if the Project is later made part of a system, that system), (B) comply with the provisions of any bonds, notes, trust agreements or other financial instruments or agreements secured by the revenues of the Project (or if the Project is later made part of a system, that system), or (C) comply with law.

(c) Expiration. The provisions of this Section 20 and of Exhibit L referenced herein shall expire and be deemed deleted from this Agreement upon the 52nd anniversary date of the Effective Date hereof.

21. **The SWP Three-Party Agreement.** As noted in the recitals to this Agreement, the Term Sheet relieved TxDOT of its contingent obligation under the SWP Three-Party Agreement to build the Project's interchanges at IH 30 and IH 20, together with all ramps and frontage roads within the limits of and serving said interchanges. The Authority, as the beneficiary of TxDOT's contingent obligation regarding those interchanges, acknowledges the aforementioned release. TxDOT and the Authority agree to join in a formal amendment to the SWP Three-Party Agreement between TxDOT, the Authority, and the City further evidencing the release and addressing such other matters arising under the SWP Three-Party Agreement requiring confirmation or revision.

22. **Reimbursement for Authority Expenditures**. If this Agreement is terminated pursuant to subsection 24(b), TxDOT shall reimburse the Authority for all of its reasonable and verifiable development costs, other than internal soft costs (*i.e.*, costs attributable to the services performed by the Authority's employees), relating to the design and construction of any portions of the Project to be constructed by the Authority (the "Authority Structures"). The Authority shall not be entitled to reimbursement of any costs previously paid or reimbursed by TxDOT or by third parties. Representative, but not exclusive, examples of costs reimbursable under this Section 22 include costs incurred by the Authority for:

(a) preparation of the Approved Schematic;

(b) preparation of the Authority-Built Interchanges PS&E, the PS&E, and similar deliverables, including geotechnical, survey, and similar services and data;

(c) utility relocation;

(d) hazardous materials evaluation and remediation; and

(e) permitting and mitigation.

Except for any work, services, or materials under the contracts listed in Exhibit M attached hereto and made a part hereof, the Authority shall provide TxDOT for its prior review and approval the proposed scope and pricing for any work, services, or materials to be reimbursed under this Section 22. TxDOT's reimbursement obligations are conditioned on (i) the approval of the scope and pricing as required in this paragraph, and (ii) TxDOT's determination that any work, services, and materials for which reimbursement will be sought are necessary for TxDOT's completion of the Project. Except as set forth in the next paragraph, such reimbursement shall be made within thirty (30) days after termination of this Agreement. The Authority shall provide to TxDOT all items, documents, and information reasonably required by TxDOT to evidence that the work or services for which reimbursement is sought has been performed substantially in accordance with the PS&Es delivered to TxDOT for the Authority Structures as well as all information related to the cost and pricing of such work.

Prior to and as a condition to TxDOT's reimbursement obligations set forth in the above paragraph, the Authority will provide TxDOT with all original counterparts or, if originals are unavailable, copies of all materials prepared by or for the Authority (or otherwise held by the Authority) in connection with the Authority Structures, together with any and all other items or information in the possession of the Authority and useful to or necessary for TxDOT's completion or operation of the Project (the "Authority Materials"). After reviewing the Authority Materials, TxDOT, at any time, may request that the Authority either (a) assign, in writing, to TxDOT and/or its consultants all of the Authority's right, title and interest in any permit, agreement, contract, conveyancing instrument, plan, or other Authority Materials or (b) provide TxDOT with a royalty-free license to use any such Authority Materials, if in the reasonable determination of TxDOT such assignment or license will result in a cost savings or otherwise benefit the development or operation of the Project; TxDOT shall reimburse the Authority for all costs it incurs as a result of the foregoing assignment or license. The Authority shall assist TxDOT in obtaining any consents required to assign or license the foregoing items to TxDOT so that, to the extent that the Authority assigns its rights and interests to TxDOT, TxDOT shall have, to the greatest extent possible, the same rights under and interests in the assigned Authority Materials as the Authority held prior to that assignment. TxDOT shall reimburse the Authority for all reasonable costs it incurs as a result of that assistance. Upon the Authority's receipt of TxDOT's reimbursement under this Section 22, the Authority shall waive and release all of its rights under Section 228.0111 of the Code or otherwise to develop the Project as a turnpike project. Alternatively, the Authority may retain its rights to develop Sections 1 through 4 of the Project as a turnpike project, in which case the Authority may only seek reimbursement of its costs for Sections 5 and 6 of the Project, and only if (i) the conditions to TxDOT's reimbursement obligations in this Section 22 are satisfied, (ii) TxDOT chooses to develop Sections 5 and 6 of the Project, and (iii) the costs are otherwise reimbursable under this Section 22.

This Section 22 (i) does not in any way apply to, limit or otherwise alter the previously documented reimbursement provisions set forth in the "The Advanced Construction Work Reimbursement" provisions of the $45.13 Million Financial Assistance Agreement and (ii) shall survive the termination of this Agreement.

23. **Compliance with Applicable Laws**. The Authority and TxDOT shall comply with all federal, state, and local laws applicable to them with respect to this Agreement.

24. **Termination of this Agreement**.

(a) Mutual Termination. Except as provided in subsection 24(b), this Agreement may be terminated only by written mutual agreement and consent of the parties hereto.

(b) Commitment. Either party may terminate this Agreement by written notice to the other party if the Commitment or the Financing has not occurred on or before the Commitment Deadline.

25. **Defaults and Remedies.**

(a) Authority Defaults. The Authority shall be in breach under this Agreement upon the occurrence of any one or more of the following events or conditions (each an "Authority Default"):

(i) The Authority fails to make any payment due TxDOT under this Agreement when due; or

(ii) The Authority fails to observe or perform any other covenant, agreement, term or condition required to be observed or performed by the Authority under this Agreement.

(b) Authority Cure Periods. For the purpose of TxDOT's exercise of remedies, the Authority shall have the following cure periods with respect to the following Authority Defaults:

(i) Respecting an Authority Default under subsection 25(a)(i), a period of thirty (30) days after TxDOT delivers to the Authority written notice of the Authority Default.

(ii) Respecting an Authority Default under subsection 25(a)(ii), a period of thirty (30) days after TxDOT delivers to the Authority written notice of the Authority Default; provided that if the Authority Default is of such a nature that the cure cannot with diligence be completed within such time period and the Authority has commenced meaningful steps to cure promptly after receiving the default notice, the Authority shall have such additional period of time, up to a maximum cure period of one hundred twenty (120) days, as is reasonably necessary to diligently effect cure.

(c) TxDOT Remedies for Authority Defaults.

(i) TxDOT shall be entitled on account of the occurrence of an Authority Default involving any payment due TxDOT under this Agreement to recover from the Authority said unpaid amounts, plus interest thereon at the floating rate equal to the LIBOR in effect from time to time plus 200 basis points from and after the date such payment becomes due to TxDOT until paid. The Authority shall owe any such interest that accrues after the occurrence of such Authority Default and the delivery of notice thereof, if any, required by this Agreement regardless of whether the Authority Default is subsequently cured. For the purposes of this Agreement, "LIBOR" means the offered rate per annum (rounded up to the nearest one one-thousandth of one percent (0.001%) for deposits in U.S. dollars for a one-month period that appears on the Telerate Page 3750 at approximately 11:00 a.m., London time, on the date of determination, or if such date is not a date on which dealings in U.S. dollars are transacted in the London interbank market, then on the next preceding day on which such dealings were transacted in such market.

(ii) TxDOT shall be entitled to seek an action in mandamus against the Authority on account of the occurrence of an Authority Default.

(d) TxDOT Defaults. TxDOT shall be in breach under this Agreement upon the occurrence of any one or more of the following events or conditions (each a "TxDOT Default"):

(i) TxDOT fails to make any payment due the Authority under this Agreement when due; or

(ii) TxDOT fails to observe or perform any other covenant, agreement, term or condition required to be observed or performed by TxDOT under this Agreement.

(e) TxDOT Cure Periods. For the purpose of the Authority's exercise of remedies, TxDOT shall have the following cure periods with respect to the following TxDOT Defaults:

(i) Respecting a TxDOT Default under subsection 25(d)(i), a period of thirty (30) days after the Authority delivers to TxDOT written notice of the TxDOT Default.

(ii) Respecting a TxDOT Default under subsection 25(d)(ii), a period of thirty (30) days after the Authority delivers to TxDOT written notice of the TxDOT Default; provided that if the TxDOT Default is of such a nature that the cure cannot with diligence be completed within such time period and TxDOT has commenced meaningful steps to cure immediately after receiving the default notice, TxDOT shall have such additional period of time, up to a maximum cure period of one hundred twenty (120) days, as is reasonably necessary to diligently effect cure.

(f) Authority Remedies for TxDOT Defaults.

(i) The Authority shall be entitled on account of the occurrence of a TxDOT Default involving any payment due the Authority under this Agreement to recover from TxDOT said unpaid amounts, plus interest thereon at the floating rate equal to the LIBOR in effect from time to time plus 200 basis points from and after the date such payment becomes due to the Authority until paid. TxDOT shall owe any such interest that accrues after the occurrence of such TxDOT Default and the delivery of notice thereof, if any, required by this Agreement regardless of whether the TxDOT Default is subsequently cured.

(ii) The Authority shall be entitled to seek an action in mandamus against the TxDOT on account of the occurrence of a TxDOT Default.

(g) Dispute Resolution Procedures. The Authority and TxDOT will set up a formalized process to resolve any issues that arise in connection with this Agreement. The process will include an issues resolution ladder to resolve questions at the appropriate organizational levels. Any questions that cannot be resolved by use of the issues resolution ladder will be referred to the Authority's Executive Director or his/her designee and TxDOT's Executive Director or his/her designee to resolve. If a dispute is processed under the issues resolution ladder and not resolved, the parties agree to use the procedures in the next following sentences. The party making a claim may advance it in accordance with the statutes and administrative rules applicable on the Effective Date, including all statutory provisions that effect a waiver, in whole or part, of sovereign immunity to suit for the purpose of adjudicating a claim for a breach under this Agreement, including Tex. Loc. Gov't. Code Chapter 271,

Subchapter I. The parties agree to use any alternative dispute resolution procedure that is a part of the applicable claim procedure. The parties shall satisfy the requirement for alternative dispute resolution by participating in non-binding arbitration, unless otherwise agreed to by the parties. During the resolution of an issue the Authority and TxDOT will not hinder work under the Agreement and such work will proceed.

26. **Successors and Assigns**. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including without limitation any successor public agency to TxDOT or the Authority. Neither TxDOT nor the Authority shall assign its interest in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

27. **Circulation of the Agreement**. Copies of this Agreement will be provided to, reviewed and relied upon by underwriters, investment bankers, rating agencies, credit enhancers and similar parties in connection with the provision of the Financing.

28. **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 this 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.

29. **Written Amendments**. Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Authority and TxDOT.

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

If to the Authority:

Delivered personally:

North Texas Tollway Authority
5900 W. Plano Parkway, Suite 100
Plano, Texas 75093
Attention: Executive Director

Delivered by mail:

North Texas Tollway Authority
P.O. Box 260729
Plano, Texas 75026
Attention: Executive Director

If to TxDOT:

Texas Department of Transportation
Fort Worth District Office
2501 S.W. Loop 820
Fort Worth, Texas 76133
Attention: District Engineer

All personally delivered notices shall be deemed given on the date so delivered. Notice by facsimile shall be deemed given on the date indicated by written confirmation of transmission to, in the case of the Authority, (214) 528-4826 or, in the case of TxDOT, (817) 370-6787. All mailed notices shall be deemed given three (3) days after being deposited in the mail. Either party hereto may change the above address or facsimile number by sending written notice of such change to the other in the manner provided for above.

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

32. **Sole Benefit**. This Agreement is entered into for the sole benefit of TxDOT and the Authority and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

33. **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 or of partnership between TxDOT and the Authority, nor any joint enterprise.

34. **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 in accordance with its terms, other than those that have been obtained.

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

36. **Effective Date; Execution and Delivery**. The Effective Date shall be the date on which the last party to execute this Agreement does so. Under no circumstances shall this Agreement be deemed executed and delivered for any purpose prior to its complete execution by both TxDOT and the Authority.

37. **Previous Agreements; Conflicts.** This Agreement supersedes any prior understandings or written or oral agreements regarding the matters expressly addressed herein. However, except

as otherwise expressly provided herein, this Agreement does not supersede any provision of the following documents:

(a) the SWP Three-Party Agreement (except for Section 6 thereof, which is superceded by this Agreement);
(b) the UPRR Agreement;
(c) the $49.87 Million Financial Assistance Agreement;
(d) the $45.13 Million Financial Assistance Agreement;
(e) the Term Sheet;
(f) the Market Valuation Waiver Agreement;
(g) the Agreement to Supplement; and
(h) the Toll Equity Loan Agreement;

and TxDOT and the Authority acknowledge and agree that these referenced documents remain in full force and effect, binding on TxDOT and the Authority, and enforceable in accordance with their terms. Notwithstanding the foregoing, if any conflict or inconsistency exists between this Agreement and any document listed under items (a) through (h) above, this Agreement shall govern, but only to the extent of any such conflict or inconsistency and except with respect to matters respecting the rights and obligations of third parties under any agreements between TxDOT, the Authority and third parties.

[Remainder of Page Intentionally Left Blank]

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

NORTH TEXAS TOLLWAY AUTHORITY

By: _____
Allen Clemson,
Executive Director

Date: 9·28·2010

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Amadeo Saenz, Jr., P.E.,
Executive Director

Date: 10/27/10

ATTEST:

_____
Ruby Franklin,
Secretary

APPROVED AS TO FORM:

LOCKE LORD BISSELL & LIDDELL LLP
Outside General Counsel to the Authority

By: _____
Frank E. Stevenson, II

Exhibit A

Description of the Project
(Recitals and Section 7)

The Project

The Project begins in Fort Worth, Tarrant County, Texas at its northern terminus of SH 121 at Forest Park Boulevard and the IH 30 interchange and continues south through Fort Worth to IH 20 at SH 183 into Johnson County to a southern terminus at US 67 in Cleburne, Texas, a total of approximately 27.6 miles:

(a) Section 1: Mainlanes, frontage roads, interchange structures and retaining walls from IH 30/Summit (Forrest Park Boulevard) to Rogers Road (IH 30 Interchange), 0.9 miles. IH 30 mainlanes will be reconstructed for 1.3 mile and restriped for an additional 0.9 miles. Existing IH 30 has three lanes in each direction. The proposed mainlanes for IH 30 will be five lanes in each direction. The proposed mainlanes for SWP will be two lanes in each direction – SWP CL Station 358+78.48 to Station 392+73.00 to be designed and constructed by the Authority.

(b) Section 2: Mainlanes, structures and retaining walls from Rogers Road to South of Arborlawn Drive, 3.1 miles. The proposed mainlanes for SWP will be three lanes in each direction – SWP CL Station 392+73.00 to Station 460+00.00 and Station 500+00.00 to Station 595+00.00 to be designed and constructed by the Authority.

(c) Section 2B: Mainlanes, structures and retaining walls at Hulen Street Bridge, Union Pacific Railroad (UPRR) Davidson Yard, 0.8 miles. The proposed mainlanes for SWP will be three lanes in each direction – SWP CL Station 460+00.00 to Station 500+00.00. The timing for the construction is controlled by the UPRR Agreement to be designed and constructed by the Authority.

(d) Section 2C: Retaining walls and bridge substructure from Forest Park Boulevard to South of Hulen Street, 2.4 miles. In order to help maintain the schedule for UPRR early coordination work, parts of Section 1, Section 2, and Section 2B were let as a standalone project – SWP CL Station 359+00.00 to Station 485+00.00 was designed and in under construction by the Authority.

(e) Section 3A: Mainlanes, frontage roads, interchange structures and retaining walls from IH 20/SH 183 Interchange Local Access Improvements, 1.6 miles. Section 3A is under TxDOT's authority for construction of the local access portions of the Interchange of IH 20 and SH 183. Existing and proposed IH 20 have three lanes in each direction. The proposed work along IH 20 will mainly be the constructing the frontage road box system and widening for ramp connections. Existing and proposed SH 183 have two lanes in each direction. The proposed work along SH 183 will be constructing the proposed lanes lower than the existing and

widening for ramp connections. Design by the Authority and final design and construction by TxDOT.

(f) Section 3B: Mainlanes, interchange structures and retaining walls from South of Arborlawn to South of Overton Ridge Blvd., 1.6 miles. The proposed mainlanes for SWP will be three lanes in each direction – SWP CL Station 595+00.00 to Station 683+00.00 to be designed and constructed by the Authority. Four direct connectors ("DC") will be constructed at a later date in a design package called Section 3C. Those DC are 121NB to 183WB, 183EB to 121SB, 121NB to 20WB and 20EB to 121SB. Two other DC (121SB to 20EB and 20WB to 121NB) are deferred beyond the Section 3C construction, and may be built if traffic warrants the movements.

(g) Section 4: Mainlanes, frontage roads, structures and retaining walls from South of Overton Ridge to South of Altamesa, 2.3 miles. The proposed mainlanes for SWP will be three lanes in each direction – SWP CL Station 683+00.00 to Station 799+00.00 to be designed and constructed by the Authority.

(h) Section 5: Mainlanes, structures and retaining walls from South of Altamesa to FM 1187, 5.8 miles. The proposed mainlanes for SWP will be two in each direction – SWP CL Station 799+00.00 to Station 1106+50.00 – to be designed by TxDOT and the Authority and constructed by the Authority. The initial construction will be two lanes in each direction for the length of this section. The ultimate condition will widen to three lanes in each direction from SWP CL Station 799+00.00 to Station 920+00.00 (McPherson Boulevard interchange).

(i) Section 6: Mainlanes, structures and retaining walls from FM 1187 to US 67, 13.1 miles. The ultimate mainlanes for CTP will be two lanes in each direction – CTP CL Station 1104+34.41 to Station 1791+28.39. The initial construction will be one lane in each direction. The ultimate condition will be two lanes in each direction for the length of this section. It is anticipated this section will proceed as a design-build construction project for the initial construction. Design/build to be procured and administered by the Authority.

Exhibit B

Form of Transfer Agreement
(Section 2)

[See Attached Agreement]

TRANSFER AGREEMENT

SOUTHWEST PARKWAY/CHISHOLM TRAIL PROJECT

THIS TRANSFER AGREEMENT (this "Agreement") dated as of _____, 2010 (the "Effective Date") by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas, as authorized by the Texas Transportation Commission ("TxDOT"), and the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and a political subdivision of the State of Texas (the "Authority").

WITNESSETH

WHEREAS, TxDOT and the Authority have entered into that certain Project Agreement Southwest Parkway/Chisholm Trail Project dated as of _____, 2010 (the "Project Agreement") relating to a continuous express lane facility within the Southwest Parkway and Chisholm Trail Project corridors extending from IH 30 in Forth Worth south through IH 20 and SH 183 and to US Highway 67 in Tarrant County and northern Johnson County, a total length of approximately 27.6 miles (the "Project"), as more fully described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, pursuant to Subchapter D of Chapter 228 of the Texas Transportation Code ("Subchapter D"), and 43 TAC §§27.11-27.16, the Texas Transportation Commission (the "Commission") may remove a toll project that is part of the state highway system from that system and transfer it to a governmental entity that has the authority to operate a tolled highway; and

WHEREAS, the Project Agreement contemplates that the Project and associated right-of-way (excluding certain Retained Property, as defined in the Project Agreement) will be removed from the state highway system and transferred to the Authority; and

WHEREAS, on _____, 2010, the Commission passed Minute Order _____ (the "Minute Order"), approving, subject to the approval of the Governor, the removal from the state highway system and transfer to the Authority of the Project and associated right-of-way, and authorizing the executive director of TxDOT to enter into this Agreement; and

WHEREAS, under the Minute Order the Commission waived the repayment of any expenditures of TxDOT for the financing, design, development, construction, operation or maintenance of the Project that have not been reimbursed with the proceeds of bonds issued for the Project, and found that the transfer of the Project and associated right-of-way (excluding the Retained Property) will result in substantial net benefits to the State of Texas, TxDOT and the public that equal or exceed the amount of repayment waived; and

WHEREAS, TxDOT does not have any outstanding bonded indebtedness for the Project; and

WHEREAS, TxDOT has completed the required public hearings pertaining to the transfer of the Project and associated right-of-way to the Authority and the Commission and the Governor have approved such transfer.

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, TxDOT and the Authority agree as follows:

1. **Removal from State Highway System.** The Project and associated right-of-way exclusive of the Retained Property are hereby removed from the state highway system.

2. **Transfer of Right-of-Way and Interests.** Except as expressly provided in Section 3 below, TxDOT hereby transfers and conveys to the Authority the Project and associated right-of-way, including all fee interests, permanent and/or temporary easements, rights of entry, licenses, leases, personal property (if any) and other interests of any kind, whether now or hereafter acquired by purchase, condemnation, dedication or any other means by TxDOT (or otherwise held by TxDOT, the Commission or the State of Texas) necessary for constructing and operating the Project (the "Property Interests"), said fee interests being more particularly described in the metes and bounds descriptions in Exhibit B attached hereto and made a part hereof.

To further evidence this transfer, a deed without warranty in the form attached hereto as Exhibit C shall be executed and recorded as soon as reasonably possible utilizing the legal descriptions set forth in Exhibit B. All costs of recordation shall be the responsibility of the Authority.

Except as otherwise expressly provided in the Project Agreement, the Property Interests are transferred "as is," without warranty of title, and subject to all matters of record. The transfer of the Property Interests includes all structures and improvements of any kind now or hereafter situated thereon, together with all stored materials and any items specially fabricated for the Project, if any.

3. **The Retained Property.** Notwithstanding anything to the contrary contained in Section 2 above, TxDOT retains full jurisdiction to and does not transfer to the Authority (i) Project frontage roads for which TxDOT retains responsibility under the Project Agreement and (ii) certain portions of the following structures and improvements and the land on which they are or will be constructed, *save and except* any portion of said structures and improvements constituting the main lanes of the Project over which the Authority has jurisdiction and any land on or above which said lanes are or will be constructed for which the Authority does hereby receive sufficient rights to use from TxDOT pursuant to Section 2 above and the Project Agreement (all as described as the Retained Property in the Project Agreement):

(a) IH 30 Interchange;
(b) SH 183 Interchange;
(c) IH 20 Interchange;
(d) FM 1187; and
(e) FM 917.

4. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including without limitation any successor public agency to the Authority. Other than as provided in the preceding sentence, neither TxDOT nor the Authority shall assign, lease, sublet, or transfer its interest in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law.

5. **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 this 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.

6. **Written Amendments.** Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the Authority and TxDOT.

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

If to the Authority:

Delivered personally:

North Texas Tollway Authority
Attention: Executive Director
5900 W. Plano Parkway, Suite 100
Plano, Texas 75093

Delivered by mail:

North Texas Tollway Authority
Attention: Executive Director
P.O. Box 260729
Plano, Texas 75026

If to TxDOT:

Texas Department of Transportation
Fort Worth District Office
2501 S.W. Loop 820
Fort Worth, Texas 76133
Attention: District Engineer

All personally delivered notices shall be deemed given on the date so delivered. Notice by facsimile shall be deemed given on the date indicated by written confirmation of transmission to,

in the case of the Authority, (214) 528-4826 or, in the case of TxDOT, (817) ___-____. All mailed notices shall be deemed given three (3) days after being deposited in the mail. Either party hereto may change the above address or facsimile number by sending written notice of such change to the other in the manner provided for above.

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

9. **Sole Benefit**. This Agreement is entered into for the sole benefit of TxDOT and the Authority and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general.

10. **Title Assurances and Assistance**. Notwithstanding the conveyance of the Project by a deed without warranty, TxDOT shall fully cooperate with the Authority to allow and cause the Authority to make maximum use of TxDOT's existing title insurance, provided that TxDOT shall not be required to expend any non-reimbursed amounts or to undertake any liability as a result.

11. **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 or of partnership between TxDOT and the Authority, nor any joint enterprise.

12. **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 in accordance with its terms, other than those that have been obtained.

13. **Interpretation and Status of the Project Agreement**. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision. TxDOT and the Authority acknowledge and agree that the Project Agreement remains in full force and effect as written. Without limiting the foregoing, nothing contained in this Agreement shall abrogate, or otherwise be construed so as to limit or affect, the Project Agreement, including the concluding paragraph of Section 2 of the Project Agreement. Additionally, nothing contained in this Agreement or in any deed without warranty prepared in connection herewith shall be construed as superseding or otherwise vitiating any agreement, right, or obligation of TxDOT or the Authority arising under the Project Agreement and relating to the Property Interests.

[Signature page follows]

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

NORTH TEXAS TOLLWAY AUTHORITY

By:_____
Allen Clemson
Executive Director

Date:_____

TEXAS DEPARTMENT OF TRANSPORTATION

By:_____
Amadeo Saenz, Jr., P.E.
Executive Director

Date:_____

ATTEST:

By:_____
Ruby Franklin
Secretary

APPROVED AS TO FORM:

LOCKE LORD BISSELL & LIDDELL LLP
Outside General Counsel to the Authority

By:_____
Frank E. Stevenson II

Exhibit A

Description of the Project

The Project

The Project begins in Fort Worth, Tarrant County, Texas at its northern terminus of SH 121 at Forest Park Boulevard and the IH 30 interchange and continues south through Fort Worth to IH 20 at SH 183 into Johnson County to a southern terminus at US 67 in Cleburne, Texas, a total of approximately 27.6 miles:

(a) Section 1: Mainlanes, frontage roads, interchange structures and retaining walls from IH 30/Summit (Forrest Park Boulevard) to Rogers Road (IH 30 Interchange), 0.9 miles. IH 30 mainlanes will be reconstructed for 1.3 mile and restriped for an additional 0.9 miles. Existing IH 30 has three lanes in each direction. The proposed mainlanes for IH 30 will be five lanes in each direction. The proposed mainlanes for SWP will be two lanes in each direction – SWP CL Station 358+78.48 to Station 392+73.00 to be designed and constructed by the Authority.

(b) Section 2: Mainlanes, structures and retaining walls from Rogers Road to South of Arborlawn Drive, 3.1 miles. The proposed mainlanes for SWP will be three lanes in each direction – SWP CL Station 392+73.00 to Station 460+00.00 and Station 500+00.00 to Station 595+00.00 to be designed and constructed by the Authority.

(c) Section 2B: Mainlanes, structures and retaining walls at Hulen Street Bridge, Union Pacific Railroad (UPRR) Davidson Yard, 0.8 miles. The proposed mainlanes for SWP will be three lanes in each direction – SWP CL Station 460+00.00 to Station 500+00.00. The timing for the construction is controlled by the UPRR Agreement to be designed and constructed by the Authority.

(d) Section 2C: Retaining walls and bridge substructure from Forest Park Boulevard to South of Hulen Street, 2.4 miles. In order to help maintain the schedule for UPRR early coordination work, parts of Section 1, Section 2, and Section 2B were let as a standalone project – SWP CL Station 359+00.00 to Station 485+00.00 was designed and in under construction by the Authority.

(e) Section 3A: Mainlanes, frontage roads, interchange structures and retaining walls from IH 20/SH 183 Interchange Local Access Improvements, 1.6 miles. Section 3A is under TxDOT's authority for construction of the local access portions of the Interchange of IH 20 and SH 183. Existing and proposed IH 20 have three lanes in each direction. The proposed work along IH 20 will mainly be the constructing the frontage road box system and widening for ramp connections. Existing and proposed SH 183 have two lanes in each direction. The proposed work along SH 183 will be constructing the proposed lanes lower than the

existing and widening for ramp connections. Design by the Authority and final design and construction by TxDOT.

(f) Section 3B: Mainlanes, interchange structures and retaining walls from South of Arborlawn to South of Overton Ridge Blvd., 1.6 miles. The proposed mainlanes for SWP will be three lanes in each direction – SWP CL Station 595+00.00 to Station 683+00.00 to be designed and constructed by the Authority. Four direct connectors ("DC") will be constructed at a later date in a design package called Section 3C. Those DC are 121NB to 183WB, 183EB to 121SB, 121NB to 20WB and 20EB to 121SB. Two other DC (121SB to 20EB and 20WB to 121NB) are deferred beyond the Section 3C construction, and may be built if traffic warrants the movements.

(g) Section 4: Mainlanes, frontage roads, structures and retaining walls from South of Overton Ridge to South of Altamesa, 2.3 miles. The proposed mainlanes for SWP will be three lanes in each direction – SWP CL Station 683+00.00 to Station 799+00.00 to be designed and constructed by the Authority.

(h) Section 5: Mainlanes, structures and retaining walls from South of Altamesa to FM 1187, 5.8 miles. The proposed mainlanes for SWP will be two in each direction – SWP CL Station 799+00.00 to Station 1106+50.00 – to be designed by TxDOT and the Authority and constructed by the Authority. The initial construction will be two lanes in each direction for the length of this section. The ultimate condition will widen to three lanes in each direction from SWP CL Station 799+00.00 to Station 920+00.00 (McPherson Boulevard interchange).

(i) Section 6: Mainlanes, structures and retaining walls from FM 1187 to US 67, 13.1 miles. The ultimate mainlanes for CTP will be two lanes in each direction – CTP CL Station 1104+34.41 to Station 1791+28.39. The initial construction will be one lane in each direction. The ultimate condition will be two lanes in each direction for the length of this section. It is anticipated this section will proceed as a design-build construction project for the initial construction. Design/build to be procured and administered by the Authority.

Exhibit B

Metes and Bounds Description of Project

[to be attached]

Exhibit C

Deed Without Warranty

[see following pages]

When recorded, return to:
Locke Lord Bissell & Liddell LLP
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201-6776
Attn: Frank E. Stevenson, II

DEED WITHOUT WARRANTY

THE STATE OF TEXAS, ACTING THROUGH THE TEXAS TRANSPORTATION COMMISSION AND ON BEHALF OF THE TEXAS DEPARTMENT OF TRANSPORTATION ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and a political subdivision of the State of Texas ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee all of the land described in Exhibit A attached hereto and hereby made a part hereof, together with all structures and improvements of any kind now or hereafter situated thereon, and all rights, privileges and appurtenances thereunto belonging (the "Property").

This conveyance is made pursuant to (a) that certain Project Agreement Southwest Parkway/Chisholm Trail Project dated as of _____, 2010 (the "Project Agreement") between the Texas Department of Transportation ("TxDOT") and Grantee relating to a continuous express lane facility within the Southwest Parkway and Chisholm Trail Project corridors extending from IH 30 in Forth Worth south through IH 20 and SH 183 and to US Highway 67 in Tarrant County and northern Johnson County, a total length of approximately 27.6 miles (the "Project"), said Project Agreement having been entered into by TxDOT pursuant to Minute Order _____ approved by the Texas Transportation Commission (the "Commission") on _____, 2010, and (b) that certain Transfer Agreement dated as of _____, 2010 (the "Transfer Agreement") between TxDOT and Grantee relating to (i) the removal from the State Highway System of the Project and associated right of way (excluding the Retained Property) and (ii) the transfer of the Project to Grantee, said removal and transfer being made pursuant to Minute Order _____ approved by the Commission on _____, 20__; and

As provided in the Transfer Agreement and the Project Agreement, the Property includes all fee interests, permanent and/or temporary easements (including air space, surface rights, and subsurface rights), rights of entry, licenses, leases, improvements, fixtures, personal property (if any) and other estates or interests of any kind, whether now or hereafter acquired by purchase, condemnation, dedication or any other means by Grantor (or otherwise held by Grantor) necessary for constructing and operating the Project.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges, and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns.

Except as otherwise expressly provided in the Project Agreement, the Property is transferred "as is," without warranty of title, and subject to all matters of record. Grantor does not make to Grantee, or its successors and assigns, any representations as to the title to the Property and Grantor does hereby convey to Grantee, its successors and assigns, the Property without warranty of title, either express or implied, and specifically excluding the warranties of title arising by virtue of §5.023 of the Texas Property Code (or its successor) and all other warranties of title that might arise by common law or statute.

IN TESTIMONY WHEREOF, I have caused the Seal of the State to be affixed.

EXECUTED on this _____ day of _____, 20____.

RICK PERRY
GOVERNOR OF TEXAS

Attest:

Esperanza Andrade
Secretary of State

Recommended for Approval:

Amadeo Saenz, Jr., P.E.
Executive Director,
Texas Department of Transportation

Address of Grantee:
North Texas Tollway Authority
5900 W. Plano Parkway, Suite 100
Plano, Texas 75093

EXHIBIT A
to
Deed Without Warranty

DESCRIPTION OF PROPERTY

(see attached)

EXHIBIT C

Retained Property
(Section 3)

The final description of the Retained Property shall be those portions of the Project right-of-way not included within the Property Interests transferred by TxDOT to the Authority as indicated by the legal description attached to the applicable Minute Order and deed without warranty as described in Section 2 of this Agreement. Prior to the preparation of that legal description, the Retained Property is generally described as the property highlighted in yellow and identified as subject to "TxDOT Maintenance" on Sheets 1-20 on pages 2-21 of Exhibit K attached hereto, provided that TxDOT and the Authority anticipate that the Retained Property within the intersections of the Project with TxDOT facilities will be more extensive than indicated on Exhibit K.

Exhibit D-1

Delivered Materials
(Section 4)

1. All materials prepared by or for TxDOT or in TxDOT's possession relating to the Project, including, without limitation, environmental documents, historical sites information, hazardous materials identified, archaeological sites and findings, geotechnical reports and findings, pavement design reports, bridge layout approvals, utility permits and relocations, construction contracts, right of way mapping, surveys and parcel sketches, title policies and legal instruments.

2. Electronic files of all plans, specifications and estimates for the Project (*.dgn and*.gpk).

3. As-built plans and specifications for the Section 3A Improvements, when available.

4. Right-of-way maps, plats, legal descriptions, title curative documents, condemnation pleadings, conveyance documents, title commitments, and title policies.

5. All agreements and similar documents, such as railroad agreements and Exhibit A drawings (UPRR and Fort Worth & Western Railroad), interlocal agreements (cities and counties), and interagency agreements (Tarrant Regional Water District and the Corps).

6. Design exceptions and waivers and request for reclassification of Section 1.

7. Project information and form development such as, CSJ Requests, P1 screens, 1002 form, funding categories and amounts, and national bridge inventory (NBI) numbers.

Exhibit D-2

TxDOT Right of Way
(Section 6)

[Due to the size of these documents, they are incorporated by the following references]

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

PLANS OF PROPOSED
RIGHT-OF-WAY PROJECT
STATE HIGHWAY 121

ROW CSJ: 0504-02-018
ACCOUNT NO.: 8002-01-080
LIMITS: FROM SUMMIT AVENUE TO ALTA MESA BOULEVARD (DIRKS ROAD)
NET LENGTH OF PROJECT: 8.94 MILES

ROW CSJ: 0504-02-021
ACCOUNT NO.: 8002-01-080
LIMITS: FROM ALTA MESA BOULEVARD (DIRKS RD) TO FM 1187
NET LENGTH OF PROJECT: 5.93 MILES

TxDOT's and the City's respective right-of-way obligations are depicted in the above-referenced Plans on Sheets 1-51 (inclusive of Sheets 1A and 1B) pertaining to Sections 1, 2, 2B, 2C, 3A, 3B, 4 and a small portion of 5 (part of Parcel 110 protrudes from Section 4 into 5) exclusive of Sheets 52-71 (pertaining to Section 5), but inclusive of Sheets 72-78 (the property data sheets), with sheet revision dates as set forth on page 2 of this Exhibit D-2. The Parcels to be acquired by TxDOT are listed on pages 3-5 of this Exhibit D-2, provided that Parcels 11 PT 1&2, 49 and 58 PT 1, 2, & 3 [&4] are being acquired pursuant to the terms of the UPRR Agreement, and not this Agreement.

Sheet #	Description	Sta Limits From	Sta Limits To	Latest Rev Date
1	Title			8/17/2010
1A	CSJ 0504-02-018			na
1B	CSJ 0504-02-021			na
2	IH 30	204+47.17	189+92.77	10/2/2007
3	IH 30	189+92.77	175+76.34	3/13/2007
4	IH 30	175+76.34	162+50.00	na
5	IH 30	162+50.00	148+00.00	na
6	IH 30	148+00.00		na
7	IH 30	204+47.17	191+00.00	na
8	IH 30	191+00.00	177+50.00	5/9/2006
9	IH 30	177+50.00	163+86.99	9/12/2006
10	SH 121	358+50.00	373+34.41	10/25/2006
11	SH 121	373+34.41	385+50.00	9/12/2006
12	SH 121	385+50.00	397+00.00	12/10/2009
13	SH 121	397+00.00	410+50.00	8/18/2006
14	SH 121	410+50.00	424+00.00	12/10/2009
15	SH 121	424+00.00	436+17.23	6/18/2007
16	SH 121	436+17.23	449+00.00	6/18/2007
17	SH 121	449+00.00	462+55.00	12/10/2009
18	SH 121	462+55.00	477+00.00	12/10/2009
19	SH 121	477+00.00	492+00.00	12/10/2009
20	SH 121	492+00.00	506+00.00	12/10/2009
21	SH 121	506+00.00	520+00.00	na
22	SH 121	520+00.00	534+00.00	11/17/2006
23	SH 121	534+00.00	547+00.00	11/17/2006
24	SH 121	547+00.00	560+00.00	9/12/2006
25	SH 121	560+00.00	575+00.00	9/12/2006
26	SH 121	575+00.00	589+00.00	6/11/2009
27	SH 121	589+00.00	603+00.00	6/11/2009
28	SH 121	603+00.00	614+50.00	6/11/2009
29	SH 121	614+50.00	627+00.00	6/11/2009
30	SH 121	627+00.00	641+00.00	3/1/2010
31	SH 183		193+37.81	3/19/2007
32	SH 183	175+89.23	183+25.10	9/14/2007
33	SH 183		175+89.23	12/12/2006
34	IH 20	513+93.50	520+45.55	na
35	IH 20	513+93.50		na
36	IH 20		526+00.00	5/29/2009
37	SH 121	641+00.00	654+00.00	5/29/2009
38	SH 121	654+00.00	666+00.00	8/17/2010

39	SH 121	666+00.00	678+00.00	8/17/2010
40	SH 121	678+00.00	691+00.00	5/29/2009
41	SH 121	691+00.00	705+75.00	10/14/2008
42	SH 121	705+75.00	719+00.00	11/17/2006
43	SH 121	719+00.00	731+00.00	11/17/2006
44	SH 121	731+00.00	744+00.00	10/5/2006
45	SH 121	744+00.00	758+30.00	11/29/2007
46	SH 121	758+30.00	770+00.00	11/29/2007
47	SH 121	770+00.00	782+00.00	na
48	SH 121	782+00.00	790+00.00	8/17/2010
49	SH 121	790+00.00	803+25.59	10/2/2008
50	SH 121	803+25.59	817+00.00	11/7/2008
51	SH 121	817+00.00	830+00.00	1/19/2007
72	Ownership			10/2/2007
73	Ownership			11/17/2006
74	Ownership			6/18/2007
75	Ownership			10/25/2006
76	Ownership			10/2/2008
77	Ownership			8/28/2007
78	Ownership			11/30/2009

Exhibit D-2

TxDOT Right of Way

0504-02-018
SH 121 From IH 30 to Alta Mesa Blvd

PARCEL	*DATE OF POSSESSION*	*OWNER*
001A	08/30/00	Boyle - Fort Worth L.P.
001B	01/04/01	Boyle-Fort Worth LP
001C	08/30/00	Boyle - Fort Worth L.P.
001D	08/30/00	Boyle - Fort Worth L.P.
001F	08/30/00	Boyle- Fort Worth L.P.
2	04/03/09	Land Rover, Ltd.
3	03/03/08	The Philip H. and Ruth Ann Ingber Trust
4	03/04/08	Lowe's Home Centers, Inc.
5	12/21/06	Reliable Life Insurance Company
6 PT 123	05/12/08	St. Paul's Evangelical Lutheran Church of FW
7	06/03/04	Tindall Properties, Ltd
8	05/13/03	West Partners Properties
9	02/29/08	Paul Cretien, Martha Burdett, Marilyn McDonald
10 PT 1&2	06/22/07	GAMR, Ltd.
11 PT 1&2		Union Pacific Railroad Company
12	09/21/09	The Fort Worth Transportation Authority
13	03/13/07	City of Fort Worth
14	01/28/08	Samuel M. Cripe
15 PT 1&2	08/23/07	Martin S. Moore
16	12/19/07	Gregory H. Lopez and Barbara Jean Lopez
17	01/03/07	B.J. Pumphrey and Mary Lucille Pumphrey
18	09/27/06	Charles Liddell, J.A. Liddell, C.R. Liddell; dba
20	06/29/09	Schriver Family Trust
21 PT 1&2	06/16/09	Edward A. Parker (Deceased)
22	02/22/07	Crest Real Estate Holdings, Ltd.
23	03/13/07	Hope Mendoza
24	01/08/07	Raymond Mendoza and Adela Mendoza
25	02/20/07	William E. Rabon and Susan Rabon

PARCEL	*DATE OF POSSESSION*	*OWNER*
26	03/06/07	Apolonio Roberto Mendoza
27	05/31/07	TJD Corp.
28	03/22/10	XTO Energy
29	04/02/07	Homeland Ventures Limited Partnership
30A	12/21/06	Sondra Nibbelin
30B	11/26/07	Sondra Nibbelin and Estelle Harper
31	06/19/06	Smith Protective Management, Inc.
32	12/07/07	Beekman Place Company, LLC
33	08/29/06	Pauline E. Dykes
34	09/17/07	Martin J. and Laleta W. Moore Living Trust
35	10/30/07	Mohinder Singh Kang (New owner)
36	11/08/06	Puma Partners, LLC
37	08/23/07	Rayverg Food Company, Inc.
38	12/12/06	J.P. Elder, III, and Lemuel & Cynthia Hughey
39	09/18/06	Sanford Sandelman as Trustee of Musue Trust
40	09/19/06	5171 Investments Group, LP
41	03/13/07	City of Fort Worth
42	01/28/08	Nolan Realty Investments, LLC
43A	07/14/09	David H. Arrington
43B	11/26/07	Moore Outdoor Properties, LP
44	07/01/08	Richard A. Regester
45A	09/10/08	SPH 1997, Ltd.
45B	05/02/08	SPH 1997, Ltd.
45C	05/02/08	SPH 1997, Ltd.
45D	07/18/08	SPH 1997, Ltd.
45F	09/10/08	SPH 1997, Ltd.
45G	09/10/08	SPH 1997, LTD.
45H	05/22/08	SPH 1997, Ltd.
45I	08/29/08	SPH 1997, Ltd.
46	06/29/04	UP Railroad (Chickasaw Lumber)
47	12/11/06	Midtown Hotel, Ltd, d/b/a Ramada Inn Midtown
48	07/18/07	Bailey Realty, Ltd.

PARCEL	*DATE OF POSSESSION*	*OWNER*
49		Union Pacific Railroad Company
50A PT 1&2	01/21/09	Charlie Hillard, Inc
50B	01/15/09	Hillard Auto Group, Inc.
52	12/11/08	Land Rover, Ltd.
54	12/11/08	Land Rover, Ltd.
57 PT 1&2		UPRR
58 PT 1,2,&3		Union Pacific Railroad
63 PT 1&2	09/25/07	Tarrant Tierra Partners, Ltd.
64 PT 1&2	Joint Use Agmt.	TC Water Control District
90	01/02/08	Gordon Zane, a married man
91D	04/26/05	Edwards Geren Limited
92	12/21/09	Fort Worth Country Day School, Inc.
93	06/08/07	Winglord, Ltd.
94	03/17/06	Edwards Geren Limited
95	09/26/07	Deli Properties, Inc.
96	03/20/07	Costco Wholesale Corp.
130	09/22/09	Texas Electric Service Company
131	09/22/09	Texas Electric Service Company
[redacted]		
[redacted]		
136	02/24/10	City of Fort Worth

0504-02-021
SH 121 From Alta Mesa Blvd/Dirks Road to FM 1187

PARCEL	*DATE OF POSSESSION*	*OWNER*
110	12/07/08	A. M. Pate, Jr.

Exhibit E

The Section 3A Agreement Improvements
(Section 7)

02082-SWP-01-CN-PM: CSJ 0504-02-022
SH 121 (Southwest Parkway) Section 3A
NTTA/TXDOT – Respective Project Obligations

1. Section 3A Design:

   a. TxDOT will pay for design changes and design support for Section 3A during construction. TxDOT will utilize its existing Evergreen Contracts to administer all design services with consultants, including the Section Engineers, HDR, Inc. and Kimley-Horn & Associates, Inc., which NTTA previously retained for Sections 2 and 3 of the Southwest Parkway and TxDOT has now retained for those Section 2 and 3 elements comprising Section 3A:

      i. Final plans previously prepared by NTTA for Section 3A have been provided to TxDOT through the Section Engineers identified above.

      ii. All design files were developed by NTTA according to NTTA CAD guidelines, and those guidelines will be retained in all subsequent designs and plans for Section 3A.

      iii. A standard TxDOT coversheet will be used on the Section 3A final plans.

      iv. The current sheet title blocks will be modified (so as to minimize re-drafting) to include the "TxDOT CSJ (0504-02-022), County (Tarrant), and Highway (SH 121)."

   Neither NTTA nor TxDOT is providing any representation or warranty regarding any plans, files, drawings, or other materials NTTA or TxDOT is furnishing the other in connection with Section 3A, and NTTA and TxDOT are relying on the applicable design consultants for same.

   b. Any Southwest Parkway standards developed by NTTA pursuant to the ILA that need to be updated for Section 3A have been completed by NTTA and provided to and accepted by TxDOT, signed and sealed. Section 3A design will comply with the Southwest Parkway standards under the ILA, but only to the extent those standards are applicable to the specific Section 3A work elements.

2. Section 3A Construction Costs:

   a. TxDOT agrees to pay all construction costs related to Section 3A, including possible overruns, supplemental agreements, additional work orders, and change orders resulting from added or revised project elements or contractor unit prices.

b. TxDOT will include an "errors and omissions" (E&O) clause to the Section Engineers' contracts, and will utilize this clause at its discretion in the event additional construction costs are incurred due to E&O.

3. Description of Section 3A: Section 3A is composed of the following elements included in the NTTA's current plans of Section 2 and 3 of the Southwest Parkway:

a. Arborlawn Drive

i. Includes east\west connectivity with the City's recent construction

ii. Includes southbound frontage road connectivity to SH 183/IH 20 interchange

iii. Includes detention ponds north of Arborlawn Drive required for drainage

iv. Excludes northbound frontage roads

b. SH 183 main lanes

c. IH 20 ramps and connection to SH 183

d. Southwest Parkway frontage road box to provide north-south and east-west connectivity

i. Includes turn-around at Bryant Irvin Road

ii. Includes eastbound connectivity to Hulen Mall

iii. Includes southbound frontage road from Arborlawn Drive

e. Rough grading for Southwest Parkway north of SH 183 necessary for drainage

f. The limits and elements of Section 3A are depicted on Exhibit B.

4. Section 3A Plan Revisions: The following is a list of all completed or planned revisions of NTTA's Section 3A plans since their previous final plan review. All completed work has been completed by NTTA; all planned work has been or will be completed under direction of TxDOT, NTTA will be allowed prior review of only Item 4.i. below:

a. Retaining Wall Plans: Minimal changes to frieze pattern location, callouts, and geotechnical parameters specific to MSE walls. *Completed*

b. Landscape Pavers added at Arborlawn Drive as requested by the City. *Completed*

c. Overhead Sign Plan adjustments for 'EXIT' and 'Hospital' plaques as requested by TxDOT. *Completed*

d. Traffic Signal Plan adjustments for the City's traffic signal design to utilize TxDOT ground box. *Completed*

e. Retaining Wall Pilaster modifications to accommodate Illumination as requested by the City. Applicable Southwest Parkway standards to be provided by NTTA. *Completed*

f. Metal Beam Guard Fence (MBGF): COR-TEN (weathered) steel MBGF will be specified where applicable along Section 3A, with wood posts and block-outs. TxDOT will direct Section Engineers to update quantities accordingly. *Planned*

g. Raised Pavement Markers (new TxDOT Standard spacing is 80' vs. NTTA spacing of 40'). *Planned*

h. Illumination poles relocated to Retaining Wall Pilaster: Requires some adjustment of Illumination plans to accommodate the City's request to relocate lighting to pilasters. TxDOT to direct Section Engineers accordingly for completion. *Planned*

i. Rotate direct connector footings to provide clearance for soil nails at Walls O1 and O2. Section Engineer responsible for modifications. *Planned*

5. Section 3A Additions: The following is a list of all elements to be added to NTTA's Section 3A plans by the Section Engineers under direction of TxDOT, with review by NTTA:

a. Arborlawn Retaining Walls: Add the complete walls, instead of partial walls as currently shown, for the Arborlawn north and south connections to the Southwest Parkway. These consist of: Walls RWSB10, RWSB15, RWNB10, RWNB12, RWNB15, and RWNB16.

b. Direct Connector Substructure Foundations: Add the foundations for all Direct Connectors.

c. Direct Connector Approaches: Add the Direct Connector Approaches (DCs) along IH 20, but excluding approaches along Southwest Parkway. These DCs include: 121NB-20EB, 121NB-20WB, 20EB-121SB, and 20WB-121SB. The associated earthwork, abutments, retaining walls, drainage, rails, and pavement will be included.

6. Section 3A Specifications, Estimates, and General Notes:

a. Bid items will be converted to TxDOT format by TxDOT.

b. Specification list will be generated by TxDOT. NTTA to review and assist where necessary for elements at Arborlawn Drive.

c. TxDOT will modify the estimate format to a TxDOT format. (NTTA has completed a first draft of the Design and Construction Information System (DCIS); TxDOT will complete same.)

d. TxDOT will allow additional general notes and special specifications that NTTA considers necessary to address construction elements at Arborlawn Drive. TxDOT and NTTA will work cooperatively to incorporate these items, including SS.851-Integral Color Concrete.

e. TxDOT will generate the General Notes sheets. TxDOT has provided base master general notes for NTTA review and addition of notes applicable to Arborlawn Drive; NTTA has reviewed the base master general notes, added the Arborlawn notes, and returned those materials to TxDOT.

f. TxDOT will ensure all certifications are updated and signed by a TxDOT representative. NTTA has provided all needed input on the status of items requiring certification.

g. TxDOT will include a contractor cooperation general note reasonably acceptable to NTTA, allowing for the construction of Section 3B (the remainder of the interchange/Section 3) to begin before the substantial completion of Section 3A.

h. 7. <u>Section 3A Integral Color Concrete</u>:

a. Integral color concrete (NTTA SS851) will be used on Section 3A only at the Arborlawn interchange, including retaining walls, abutments, columns, bents, and rails.

i. NTTA will coordinate with TxDOT for a field visit to current NTTA projects using integral color.

b. NTTA will share procedural requirements for integral color evaluation and acceptance, and work with TxDOT to establish a procedure allowing for joint control between TxDOT and NTTA of this process during construction.

c. Other elements of Section 3A will use TxDOT Specification 427 "SURFACE FINISHES FOR CONCRETE." Payment of this item will be subsidiary to (and included in) other bid items.

d. Mock-up panels showing both finishes (coated and integral color) will be constructed and left on display as a "base-line" for future Southwest Parkway construction. All mock-ups will be procured through the Section 3A procurement, and NTTA procedures will be adopted or jointly established with TxDOT to facilitate this process.

e. In order to delineate the finishes (coated and integral color), separate pay items or modified General Notes have been developed cooperatively.

8. Section 3A Construction Oversight:

a. TxDOT will be the construction manager for Section 3A; NTTA will have a minimum of two staff or consultant personnel to provide oversight and inspection in general cooperation with TxDOT's Construction Manager.

b. TxDOT, the City, and NTTA will jointly share review/approval responsibilities of integral color mock-ups. TxDOT and NTTA will jointly share responsibilities for the construction/installation of integral color elements.

c. In cooperation with TxDOT, NTTA will have an inspection and approval role of all elements planned or proposed to be maintained by NTTA (if it undertakes the Southwest Parkway) per the ILA.

d. In general, TxDOT will handle all Requests for Information (RFI's) and construction submittals and will seek assistance from NTTA when needed. With respect to Arborlawn Drive elements, TxDOT and NTTA will work jointly to address such submittals.

9. Section 3A Maintenance (long-term & operational):

a. TxDOT will maintain all items constructed as part of Project 3A, except the Arborlawn Bridge & retaining walls that are planned or proposed to be maintained by either the developer of Southwest Parkway or the City, per the ILA.

b. NTTA will have no maintenance obligation for the Section 3A Traffic Signals. These include:

i. SH 183 WBFR at SH 121 SBFR

ii. SH 183 WBFR at SH 121 NBFR/Insurance Lane

iii. IH 20 EBFR at SH 121 SBFR

iv. IH 20 EBFR at SH 121 NBFR

v. IH 20 EBFR at River Ranch Boulevard

vi. Overton Ridge Boulevard

vii. Arborlawn Drive

Exhibit F

Approved Schematic
(Subsection 9(b))

[Due to the size of these documents, they
are incorporated by the following references]

Title of Schematic: Preliminary Geometric Layout State Highway 121 (SH121) from IH 30 to FM 1187

Prepared by: Carter and Burgess, Inc. and Lopez Garcia Group

Current Revision Date: December 13, 2004

Number of sheets: 12

Title of Schematic: Preliminary Geometric Layout State Highway 121 (SH121) from FM 1187 to US 67

Prepared by: Carter and Burgess, Inc.

Current Revision Date: April 17, 2009

Number of sheets: 4

Exhibit G

Submittal Review Schedule
(Subsection 9(c))

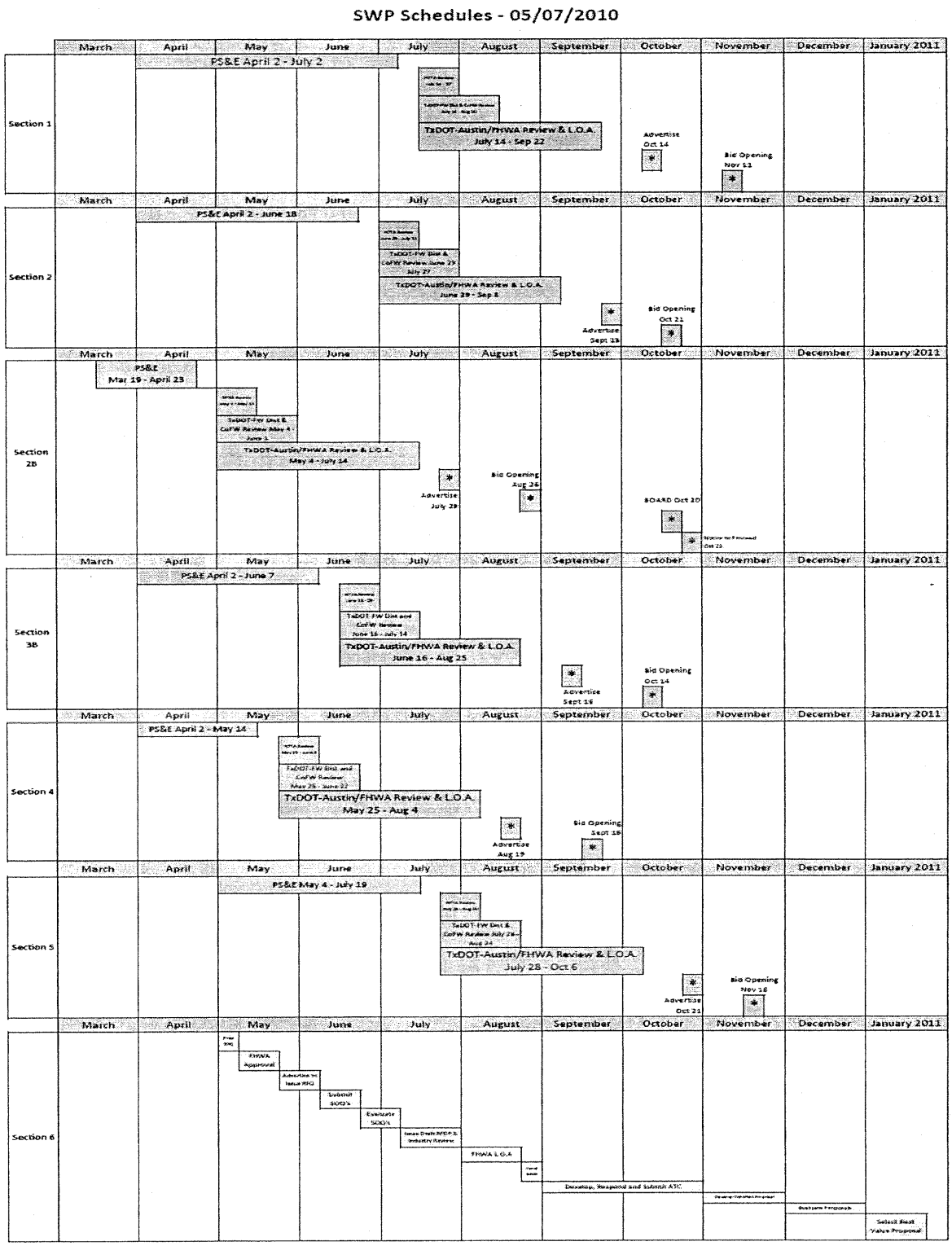


Exhibit H

Terms and Provisions of Project Oversight Agreement
(Subsection 9(d))

Federal Highway Administration Supplement to the Texas Division Office Stewardship/Oversight Agreement for the Oversight of the SH 161 Turnpike Project

This oversight agreement serves as a supplement to the Texas Division Office Stewardship/Oversight Agreement for Design and Construction (effective October 13, 2006) with the Texas Department of Transportation (TxDOT). The stewardship and oversight agreement describes responsibilities for all phases of Federal-aid projects. The North Texas Tollway Authority (NTTA) turnpike project for the development, design, and construction of SH 161 has been identified as a full oversight project and has been assigned to a Federal Highway Administration (FHWA) Area Engineer and an Urban Programs Engineer.

This oversight agreement defines the relationship between the FHWA and TxDOT for the oversight of the SH 161 Turnpike Project. The SH 161 Turnpike Project will be developed using the Design-Build contracting procedures as described in 23 CFR 636, and will be the recipient of Federal and State monies. The NTTA has requested a $436 million Transportation Infrastructure Finance and Innovation Act (TIFIA) loan for this project. The planned toll project is estimated to cost approximately $1,427 million in total.

Federal actions to date for this project include a Record of Decision through the National Environmental Policy Act (NEPA) process, approval of the Reevaluation of the Environmental Impact Statement, review of preliminary design schematics, and the processing of the TIFIA letter of interest. See Attachment A for Federal oversight responsibilities that will require approvals and other actions.

FHWA Project Personnel and Resources for Oversight:

The FHWA Urban Programs and Area Engineers will provide oversight for this project. The Urban Programs Engineer will be responsible for all project actions and approvals related to the NEPA process and the procurement process. The Area Engineer will be responsible for all project actions and approvals for design and construction, with assistance from the Urban Programs Engineer. Division Office management and specialists will be consulted, per established Division Office procedures, for project reviews and technical assistance in order to provide expeditious reviews and approvals of project actions. Specialists include a pavement and material engineer, environmental specialists, financial specialists, bridge engineers, research and technology transfer engineer, and others as needed. Oversight will be conducted through project inspections and design reviews, task teams, and various other means.

Reporting Requirements:

The FHWA Area Engineer and the Urban Programs Engineer will be responsible for providing Division Office staff, the Headquarters TIFIA team, and the Headquarters Major Projects Team with periodic updates of the costs and schedules of the project. Briefings will also be provided to assist various agencies with tracking information. TxDOT will ensure that monthly updates at a minimum are provided by NTTA (and other available information) with respect to project cost and scheduling to assist with this task.

Planning and Environment:

FHWA has ensured that the SH 161 Turnpike Project is included in a conforming Transportation Plan. FHWA has signed the Record of Decision for the Environmental Impact Statement, and has approved the Reevaluation of the Environmental Impact Statement. FHWA will continue to provide oversight of environmental responsibilities including possible reevaluations to the decision documents and implementation of mitigation plans in accordance with the Stewardship/Oversight Agreement, the FEIS, the Record of Decision, and provisions of the design-build contract. TxDOT will coordinate early in the process the need for reevaluations. Project mitigation and commitments will be closely monitored by TxDOT and FHWA.

Procurement:

FHWA has reviewed the Request for Qualifications (RFQ) issued for this project. The FHWA will review and approve the Request for Proposals (RFP) prior to it being issued for this project, and must concur in the award by the NTTA of a design-build contract. FHWA's prior concurrence with or approval of any subsequent major addenda to the RFP will be required. Concurrence in award will occur following the review of the design-build contract documents with all related submittals from the design-build team that is recommended. FHWA and TxDOT will review and if needed comment on proposer submittals. FHWA and TxDOT representatives will observe the procurement process.

Major Project and TIFIA Submittals:

SH 161 is considered a Major Project (as defined in section 1904(a) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) (Pub.L. 109-59, 119 Stat. 1144). Accordingly, prior to the execution of any proposed design-build contract, the NTTA and TxDOT shall obtain FHWA review and approval of the following elements (for further information see also: http://www.fhwa.dot.gov/programadmin/mega/:

- A Project Management Plan
- A Quality Management Plan, including the description of the QA/QC process proposed.
- A conceptual Financial Plan, recognizing that close of finance may occur post award.

Design:

FHWA will work with TxDOT and the NTTA in the implementation of the terms and conditions of the design-build contract. FHWA has reviewed the preliminary design schematic that went forward through public hearings and will continue to monitor, review, and approve all design schematics and Plans, Specifications, and Estimates as indicated in Attachment A in accordance with the design criteria established in the design-build contract and the Stewardship/Oversight Agreement. Design exceptions shall require FHWA review, comment, and approval (if appropriate) prior to implementation.

Right of Way:

Right of Way activities will be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, the Stewardship/Oversight Agreement and the requirements of the design-build contract. FHWA actions required are as described in Attachment A.

Construction:

FHWA will maintain, through our Area Engineer, on site construction oversight. This oversight will be by routine inspections throughout the life of the project, in accordance with the Stewardship/Oversight Agreement and the requirements of the design-build contract.

Laws and Standards:

Modification to technical requirements, documents, and provisions related to construction or design as a result of change orders, supplemental agreements, time extensions, claims, etc. shall be coordinated with FHWA by TxDOT and the NTTA prior to approval or final implementation.

Federal Requirements:

The requirements of Title 23, United States Code dealing with transportation planning, procurement of professional services, disadvantaged business enterprise, wage rates, advertising and award of bids, convict produced materials, Buy America provisions, and all other non procurement requirements of Title 23, United States Code apply to all Federal-aid projects. Deviations from these provisions will require a SEP 14.

TxDOT District Responsibility:

The local TxDOT District will provide a full time TxDOT engineer who will be assigned to oversee the design and construction of the SH 161 Turnpike Project. The TxDOT engineer will accompany and assist FHWA in the exercise of reviews, inspections, work order administration and approval, and other contract administration functions. This will include any provisions in the design-build contract. TxDOT will approve designs, schematic, variances from the design-build contract, final acceptance of the project, and the Materials Certificate. TxDOT shall

communicate to FHWA through monthly or quarterly reports summarizing activities/changes that have occurred in the project

TxDOT and the Texas Division enter into this agreement and agree to carry out their respective responsibilities in a true spirit of cooperation. Nothing in this plan is intended to preclude TxDOT from requesting assistance with respect to any portion of this project, regardless of the oversight status.

Approved by:

For TxDOT	For FHWA
_____	_____
Amadeo Saenz, Jr., P.E. Executive Director, TxDOT	Janice W. Brown, P.E. Division Administrator, FHWA

Attachment A to the Supplement to the Texas Division Office Stewardship/Oversight Agreement For the Oversight of the SH 161 Turnpike Project

Activities Requiring FHWA approval including, but not limited to:

- National Environmental Policy Act actions. Environmental Document review and approval, including re-evaluations and/or supplemental documents.
- The Request for Proposals document prior to its issuance, including any addenda that result in major changes to the Request for Proposals document.
- Concurrence in Award of the design-build contract.
- Variances to the executed design-build contract.
- Design and construction QC/QA Program and deviations there from.
- The Acceptance of Materials and Sampling and Testing Program.
- Design Schematics.
- Design Exceptions.
- Concurrence in Award for any additional contracts.
- Project Authorization for use of Federal funds for preliminary engineering and construction.
- Toll Agreement (Section 129(a))
- Construction Change Orders and Claims as per the CDA.
- Actions or approvals identified in the Texas Division Stewardship/Oversight Agreement not discussed herein.

FHWA will participate in the development of the processes and procedures for and will participate when possible in all:

- Reviews and evaluations of design-build contract proposals
- Informal over-the-shoulder reviews
- Design workshops
- Oversight visits
- Formal over-the-shoulder reviews
- Design & Construction QC/QA Program Reviews
- Corridor Structure Type Study and Report Submittals
- Preliminary Bridge Layouts
- Preliminary (30%) Design Submittals
- Intermediate (65%) Design Submittals
- Final (100%) Design Submittals
- Design Re-submittals
- "Accepted for Construction" Design Documents
- Proposed Design Changes

FHWA will attend the above meetings and complete the reviews listed above in accordance with the approved project schedules. In order to attend multiple, concurrent meetings and complete

multiple, concurrent design reviews, FHWA will allocate resources from the Division Office, Resource Center, or other means to assist the FHWA Area and Urban Programs Engineers. In the event that FHWA is not able to provide sufficient personnel resources to complete these tasks, then it is agreed that the Project will move forward with FHWA involvement in those activities to the extent practicable.

Exhibit I

Contracts Relating to TxDOT-Warranted Improvements
(Section 11)

The TxDOT-Warranted Improvements described within the plan sets provided to the Authority and constructed under the contracts listed in the table below are included in the two-year warranty.

Contract Number	**Limits**	**Scope of Work**	**Acceptance Date**
*CSJ: 0504-02-022	From: South of Arborlawn Drive To: South of Overton Ridge Blvd. and Arborlawn Drive Underpass	Grading, Drainage, Structures, Concrete Pavement, Walls, Illumination, Signs and Sign Structures, Pavement Markings and Traffic Signals	

*Denotes contracts for which the work thereunder has not yet been accepted by TxDOT.

Exhibit J

Contracts Relating to the Authority-Warranted Improvements
(Section 11)

The Authority-Warranted Improvements described within the plan sets provided to TxDOT and constructed under the contracts listed in the table below are included in the two-year warranty.

Contract Number	**Limits**	**Scope of Work**	**Acceptance Date**
*02076-SWP-01-CN-PM	SECTION 1	Main Lanes, Frontage Roads, Structures and Retaining Walls	
*02078-SWP-01-CN-PM	SECTION 2	Main Lanes, Frontage Roads, Structures and Retaining Walls, ITS, & Toll Gantries	
*02080-SWP-01-CN-PM	SECTION 2B	Main Lanes, Frontage Roads, Structures and Retaining Walls,	
*02789-SWP-00- CN-PM	SECTION 2C	Retaining Walls & Bridge Sub-Structures	
*02720-SWP-01-CN-PM	SECTION 3B	Main Lanes, Frontage Roads, Structures and Retaining Walls, ITS, & Toll Gantries	
*02084-SWP-01-CN-PM	SECTION 4	Main Lanes, Frontage Roads, Structures and Retaining Walls, ITS, & Toll Gantries	
*XXXX-SWP-OX-CN-PM	SECTION 5	Main Lanes, Frontage Roads, Structures and Retaining Walls, ITS, & Toll Gantries	
*XXXX-SWP-OX-CN-PM	SECTION 6	Main Lanes, Frontage Roads, Structures and Retaining Walls, ITS, & Toll Gantries	

*Denotes contracts for which the work thereunder has not yet been accepted by the Authority.

Exhibit K

Maintenance Limits
(Section 16)

Except as otherwise noted in the Project Agreement or the attached maintenance limit drawings, the Authority maintenance limits are generally along the Project from outside right of way to outside right of way.

Description of Drawings
[Twenty-five (25) Pages of Drawings Attached to Original Counterparts]

SH 121 (SWP) MAINTENANCE: "MAINTENANCE LIMITS"

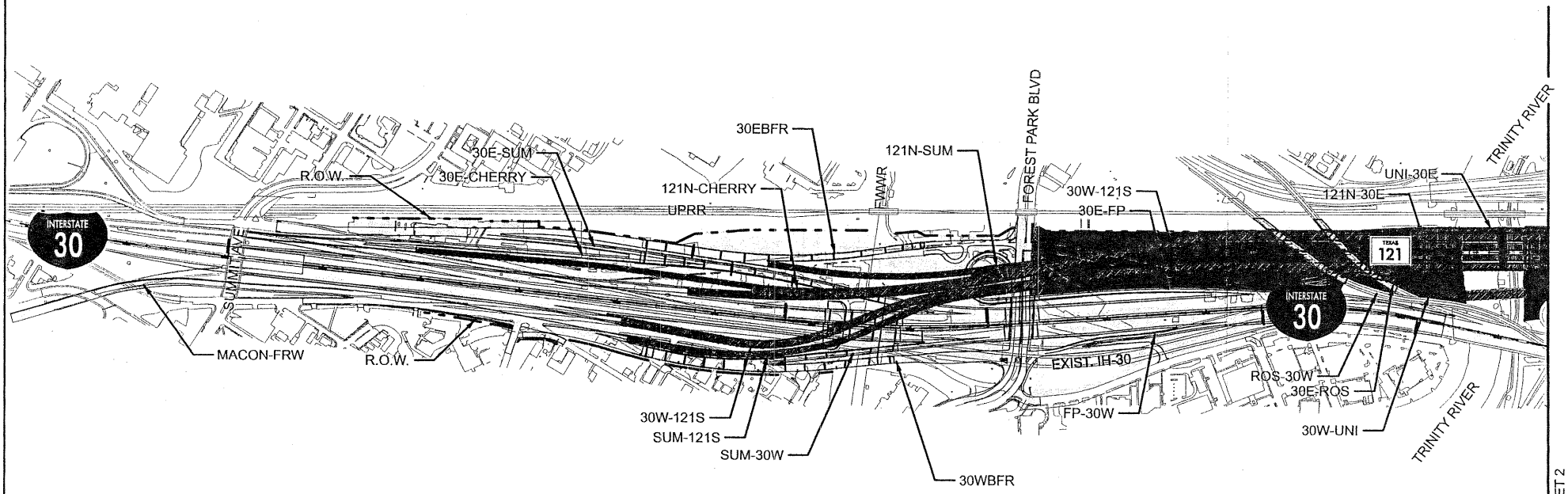
SHEETS 1 THROUGH 20 July 20, 2010

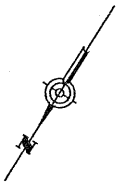
Isometric View Maintenance Limits: Exhibit "K"

Two Sheets July 20, 2010

SH 121 (SWP) MAINTENANCE: "RESERVE MAINTENANCE LIMITS"

SHEETS 1 THROUGH 3 July 20, 2010





0 500 1000 1500
GRAPHIC SCALE IN FEET

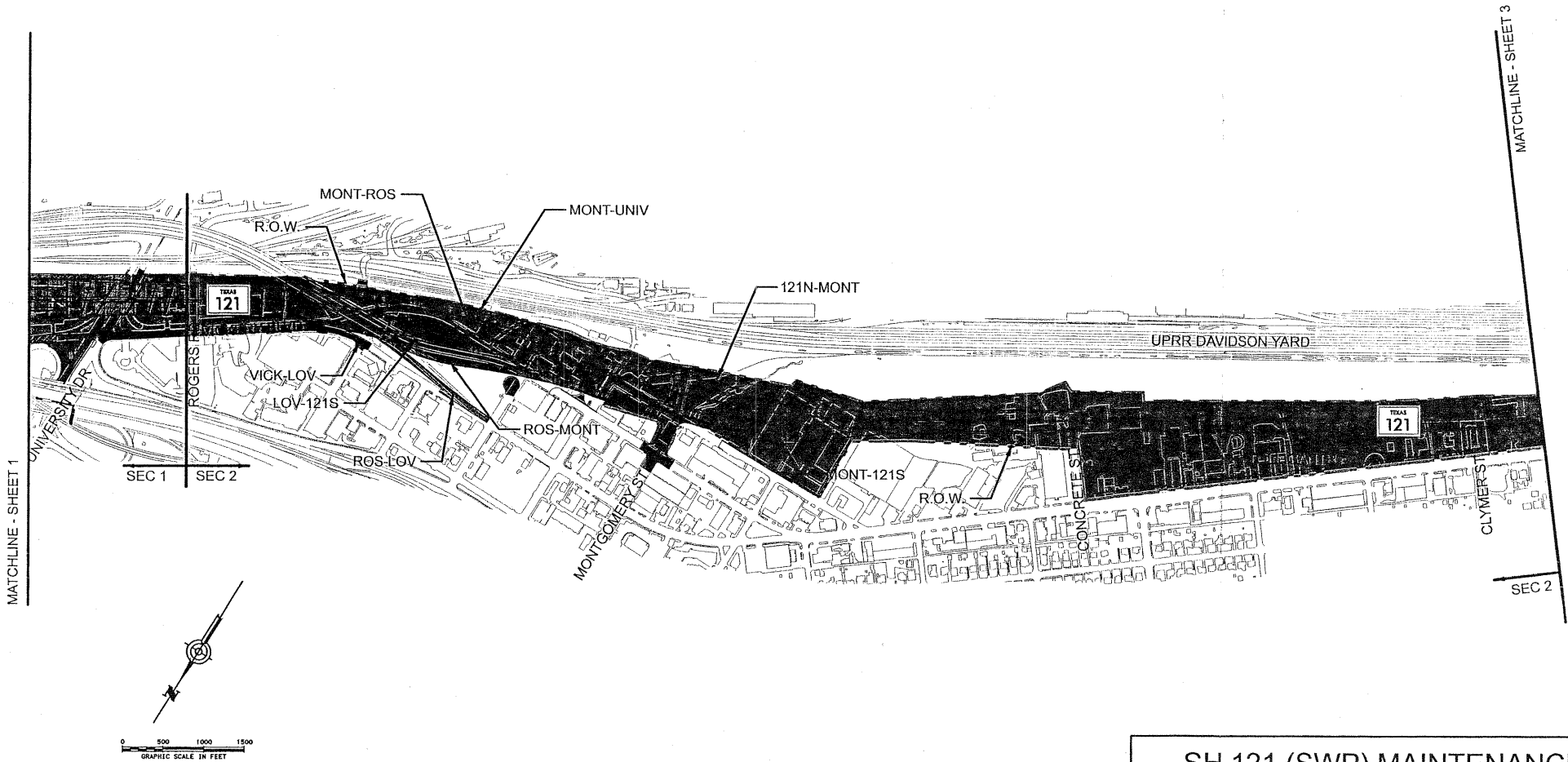
LEGEND:

- NTTA MAINTENANCE
- TxDOT MAINTENANCE
- CITY OF FORT WORTH MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 1 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

4:33:34 PM
7/20/2010



LEGEND:

- NTTA MAINTENANCE
- TxDOT MAINTENANCE
- CITY OF FORT WORTH MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 2 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

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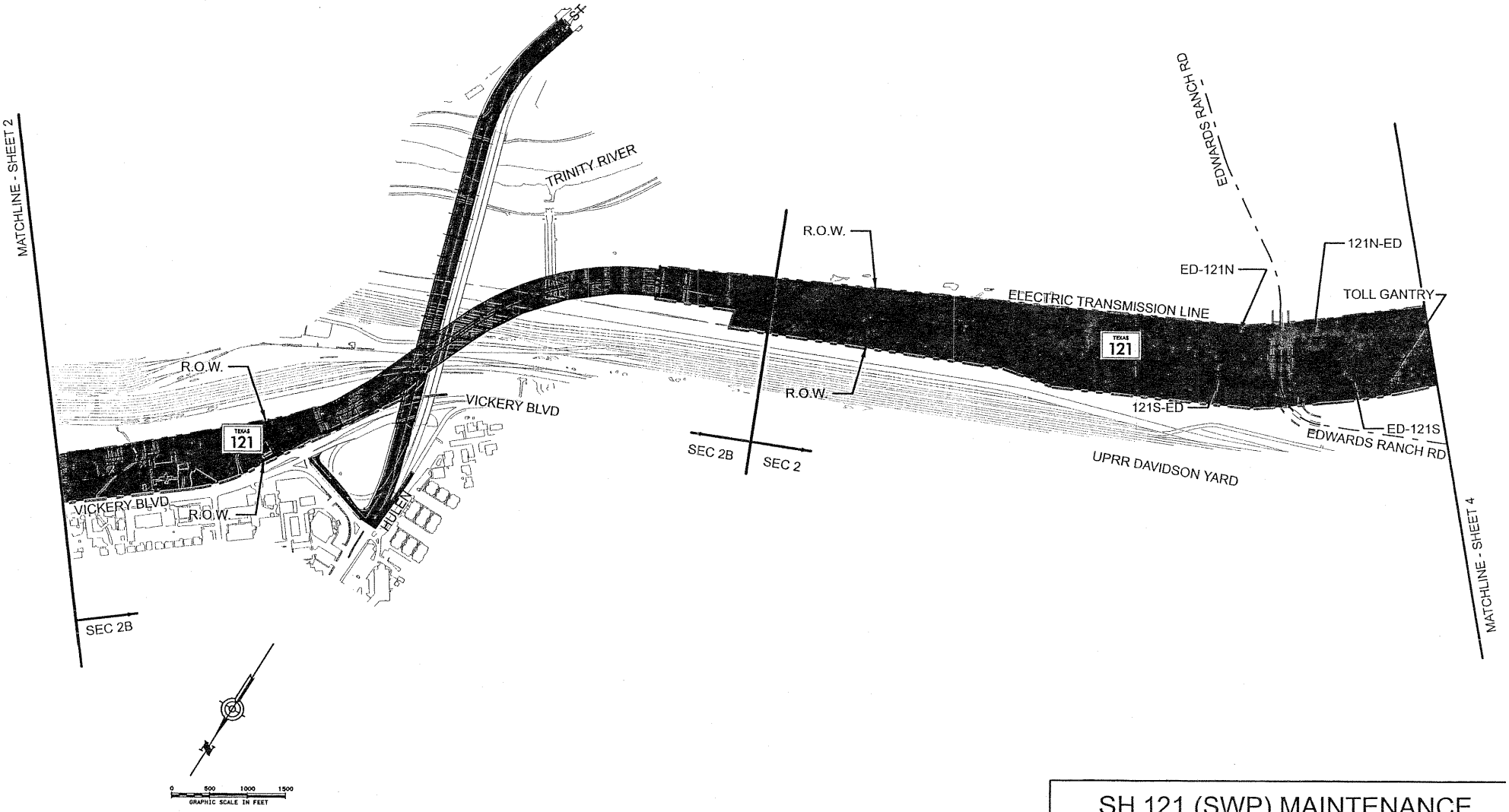
7/20/2010



LEGEND:

- NTTA MAINTENANCE
- TxDOT MAINTENANCE
- CITY OF FORT WORTH MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 3 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

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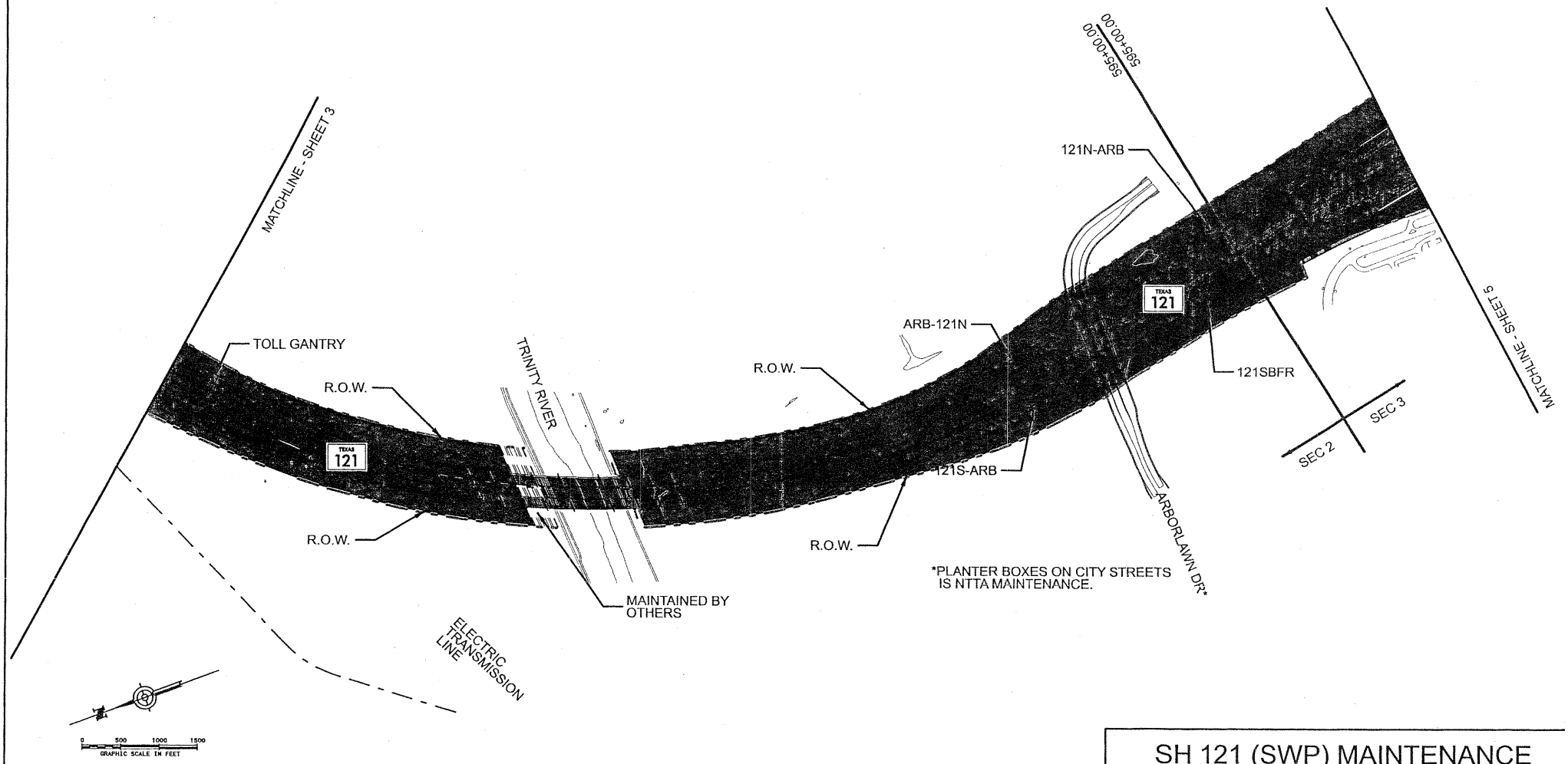
8/12/2010



LEGEND:

- NTTA MAINTENANCE
- TxDOT MAINTENANCE
- CITY OF FORT WORTH MAINTENANCE

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SHEET 4 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

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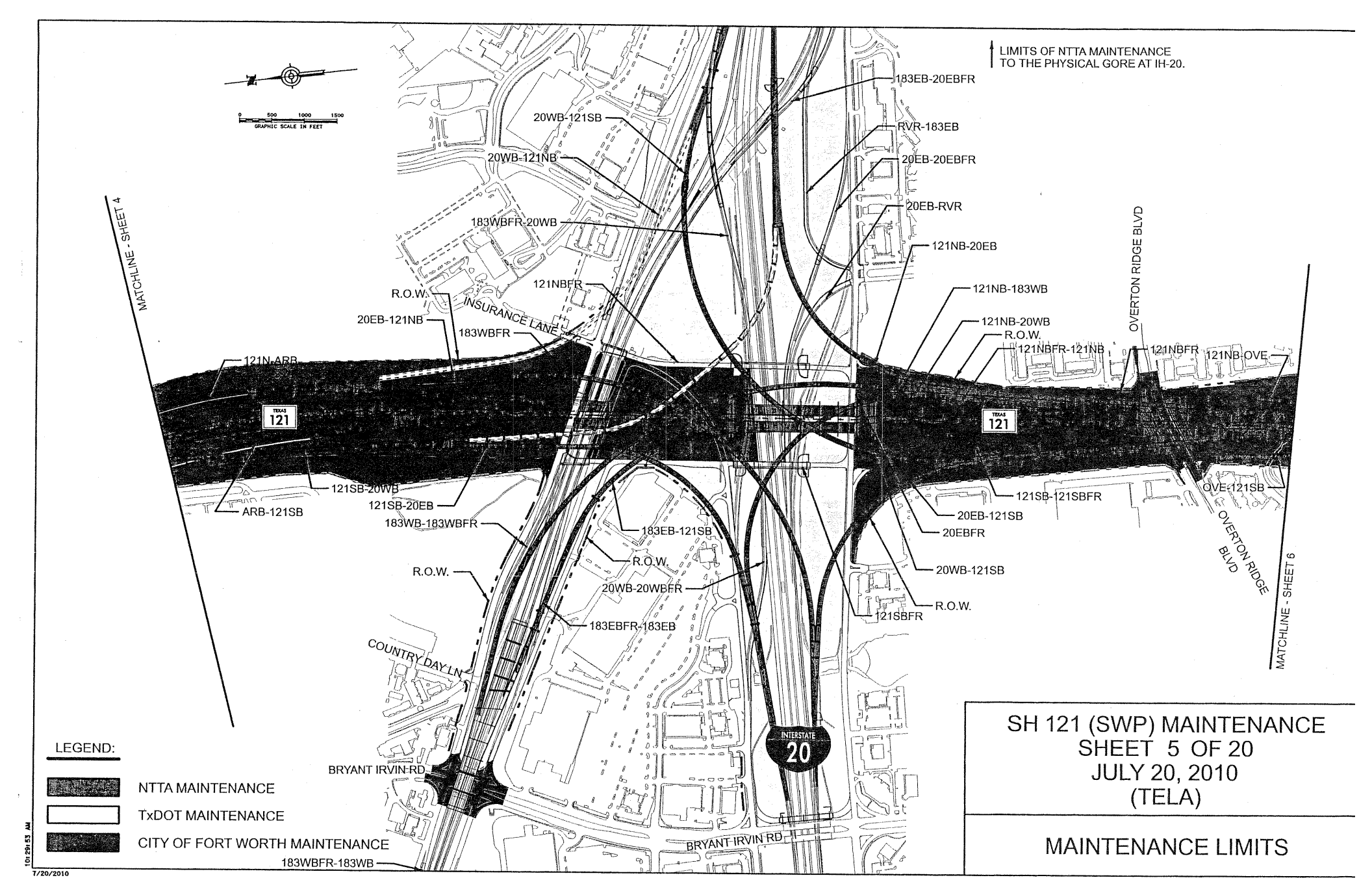
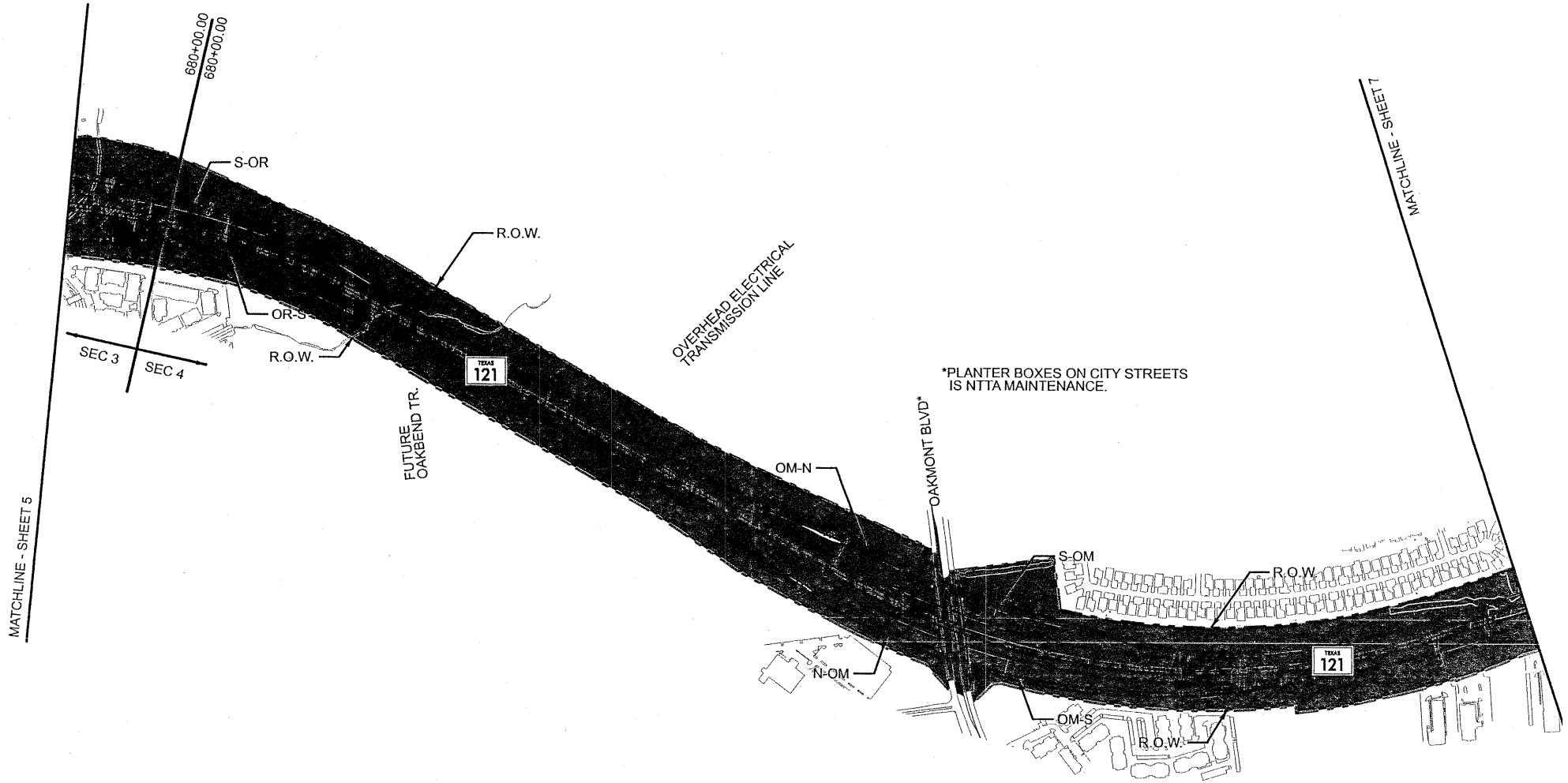


SH 121 (SWP) MAINTENANCE
SHEET 5 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS



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- NTTA MAINTENANCE
- TxDOT MAINTENANCE
- CITY OF FORT WORTH MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 6 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

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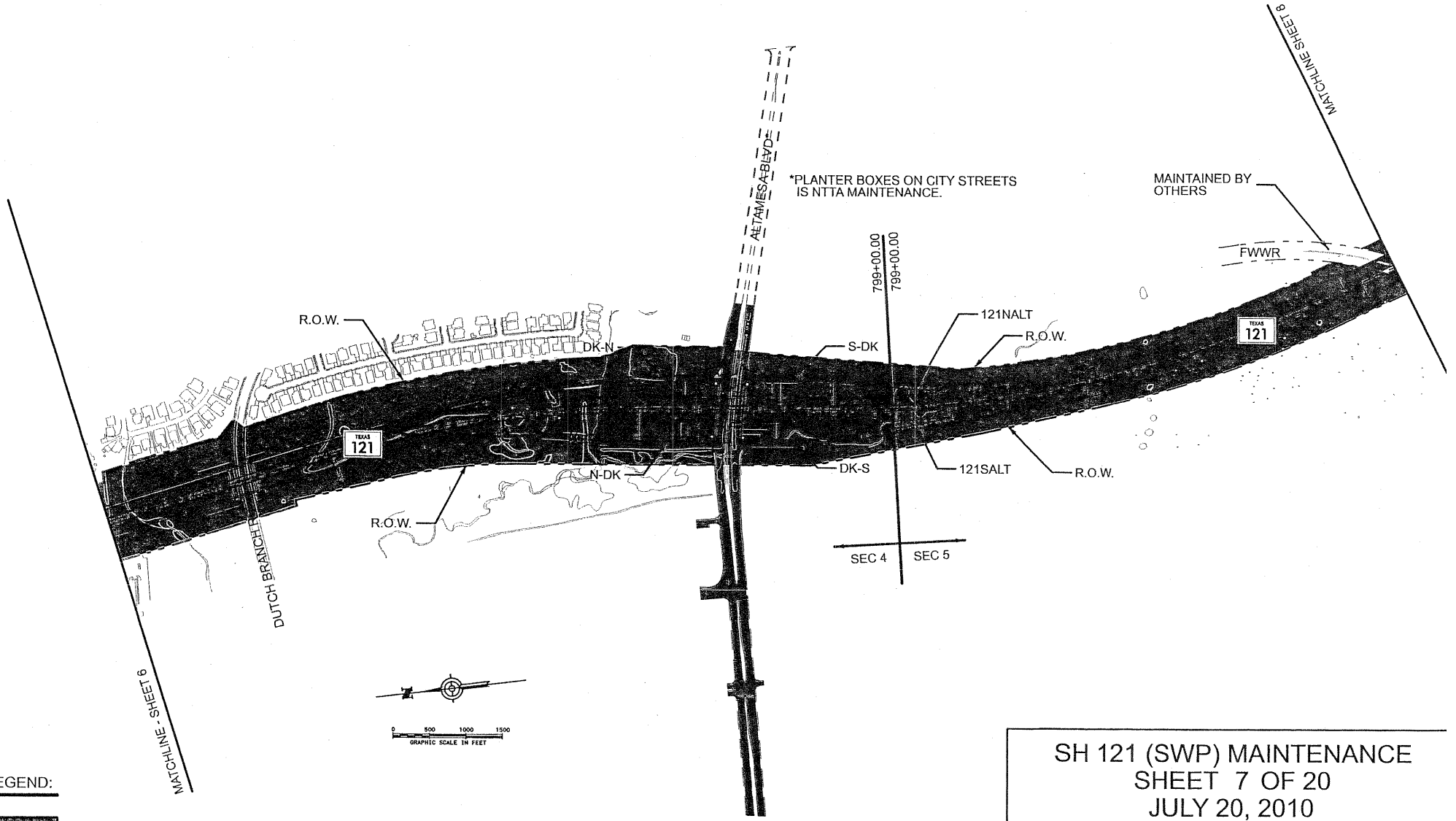
8/12/2010



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- TxDOT MAINTENANCE
- CITY OF FORT WORTH MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 7 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

3:40:07 PM
8/12/2010

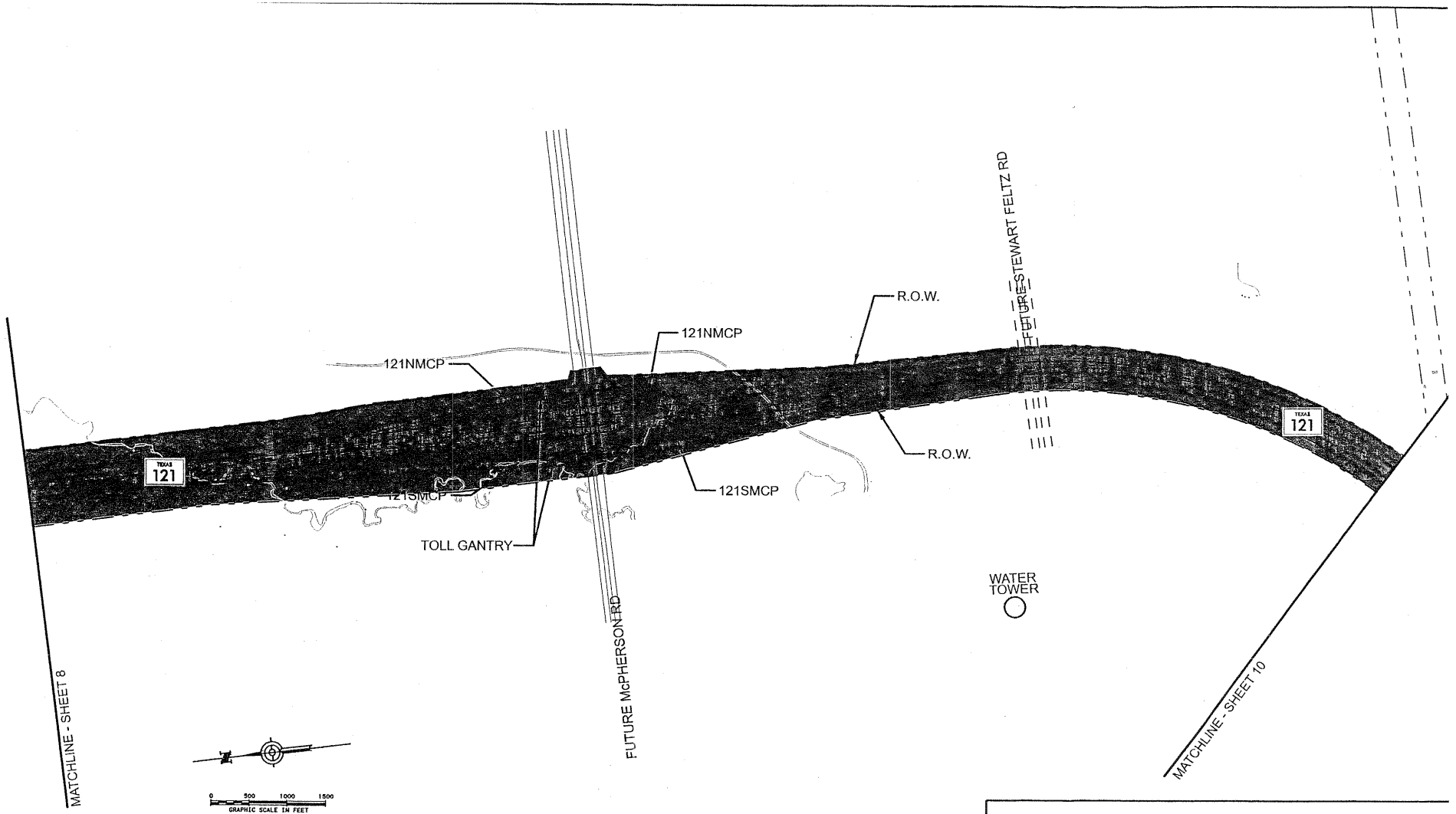
LEGEND:

- NTTA MAINTENANCE
- TxDOT MAINTENANCE
- CITY OF FORT WORTH MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 8 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

3:43:07 PM
8/12/2010



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- NTTA MAINTENANCE
- TxDOT MAINTENANCE
- CITY OF FORT WORTH MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 9 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

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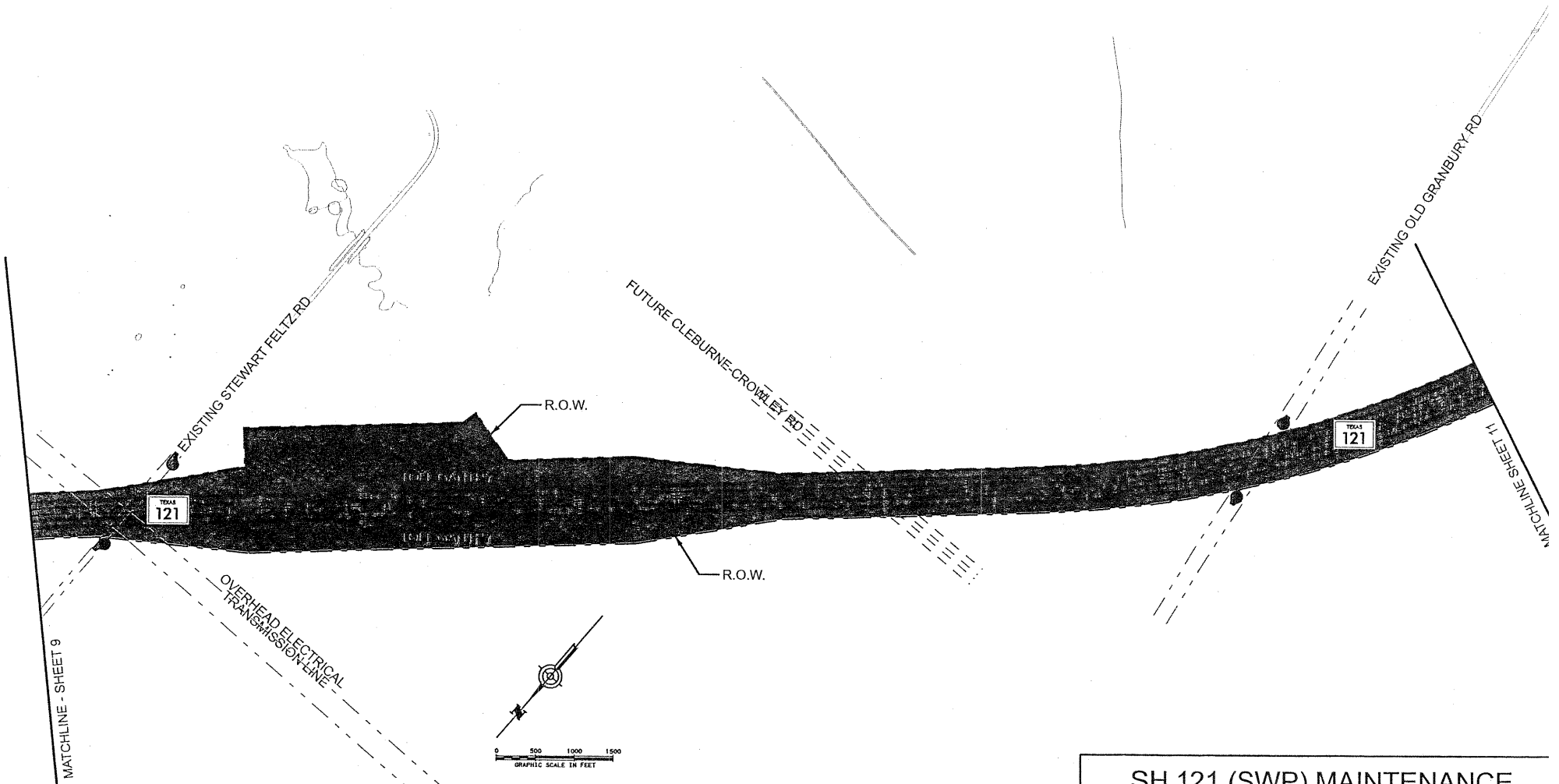
8/12/2010



LEGEND

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- TxDOT MAINTENANCE
- CITY OF FORT WORTH MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 10 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

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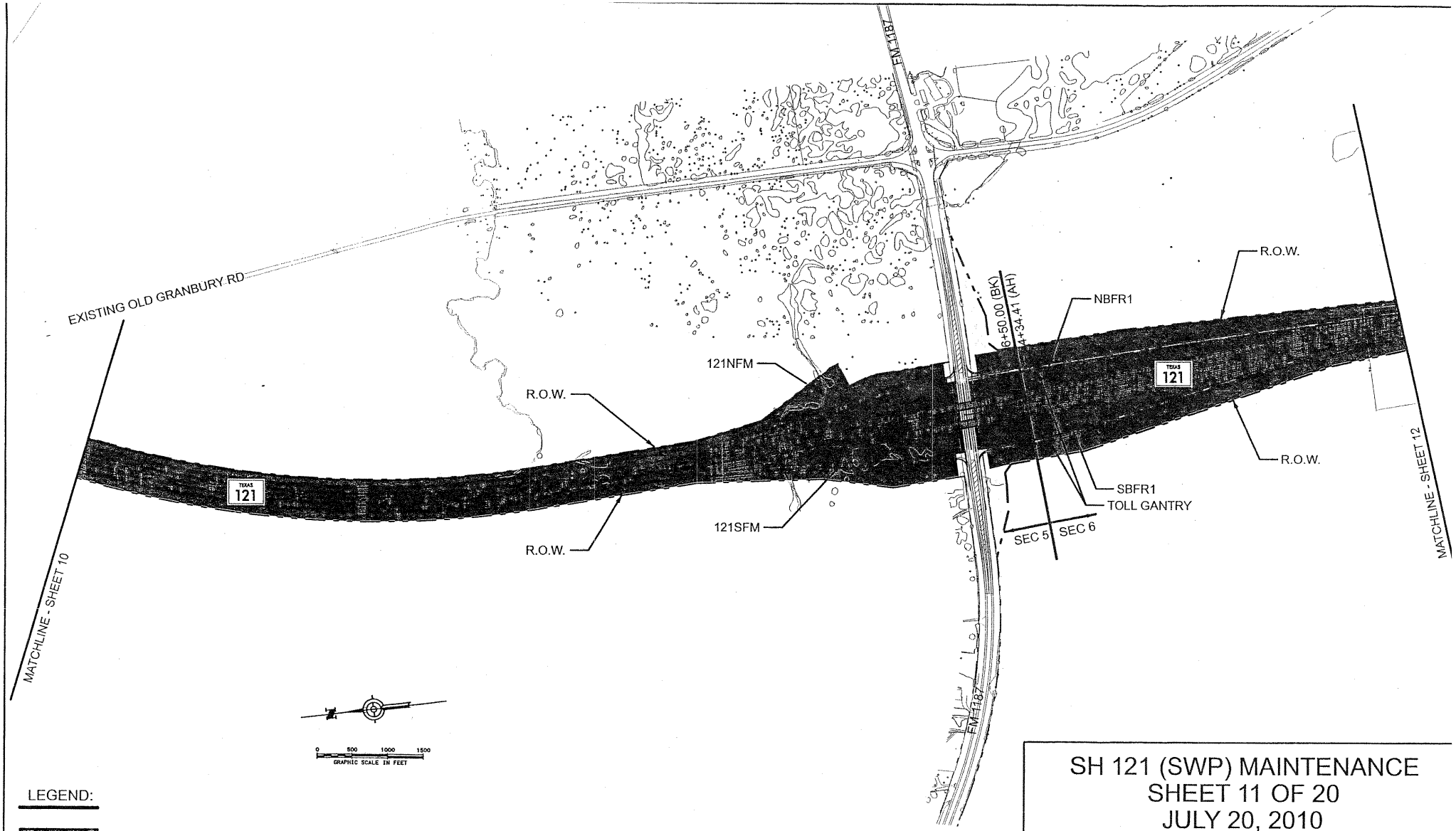
8/12/2010



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- NTTA MAINTENANCE
- TxDOT MAINTENANCE
- CITY OF FORT WORTH MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 11 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

3:46:19 PM
8/12/2010

LEGEND:

NTTA MAINTENANCE

TxDOT MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 12 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

11:28:31 AM
8/23/2010

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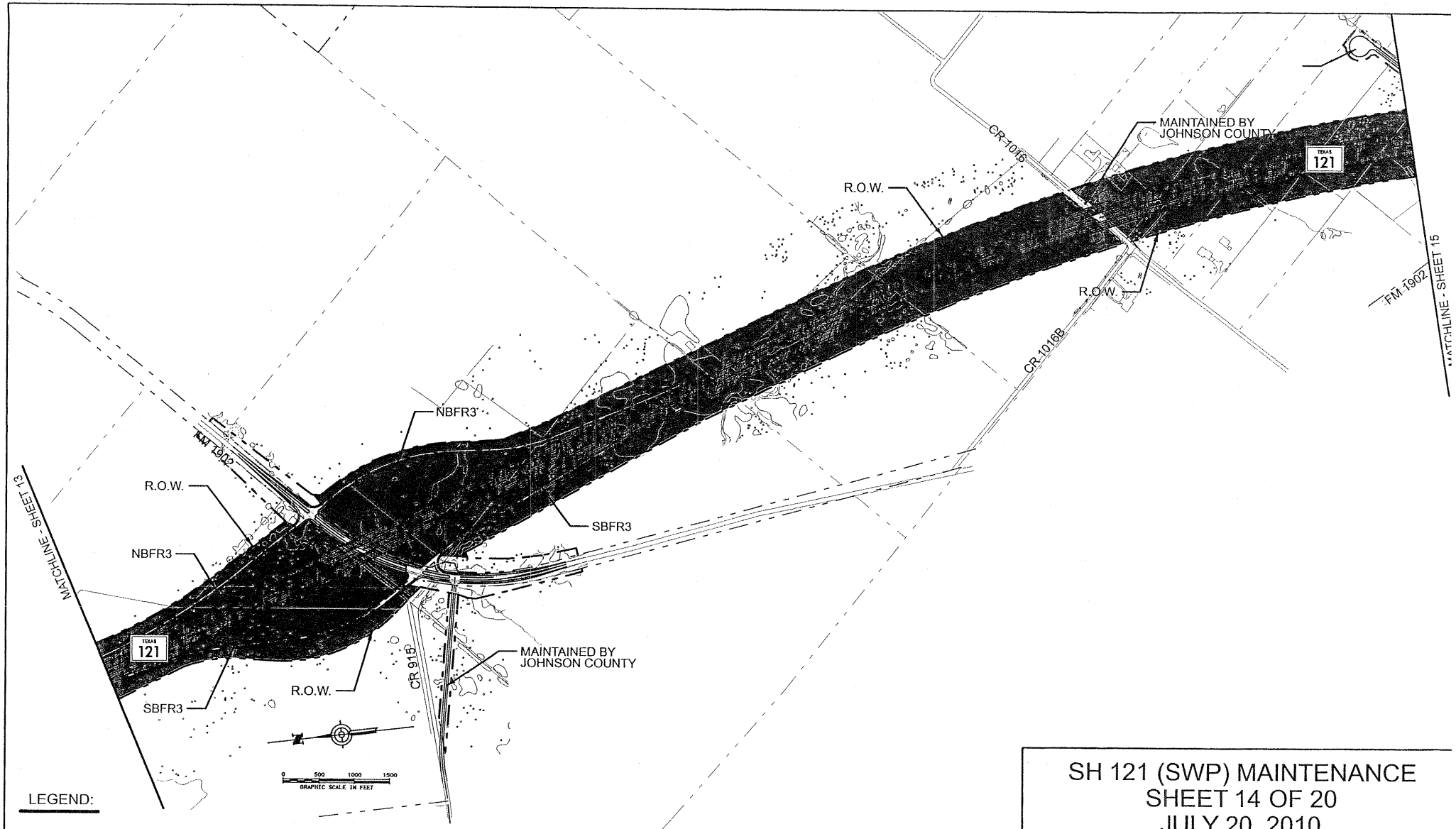
TxDOT MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 13 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

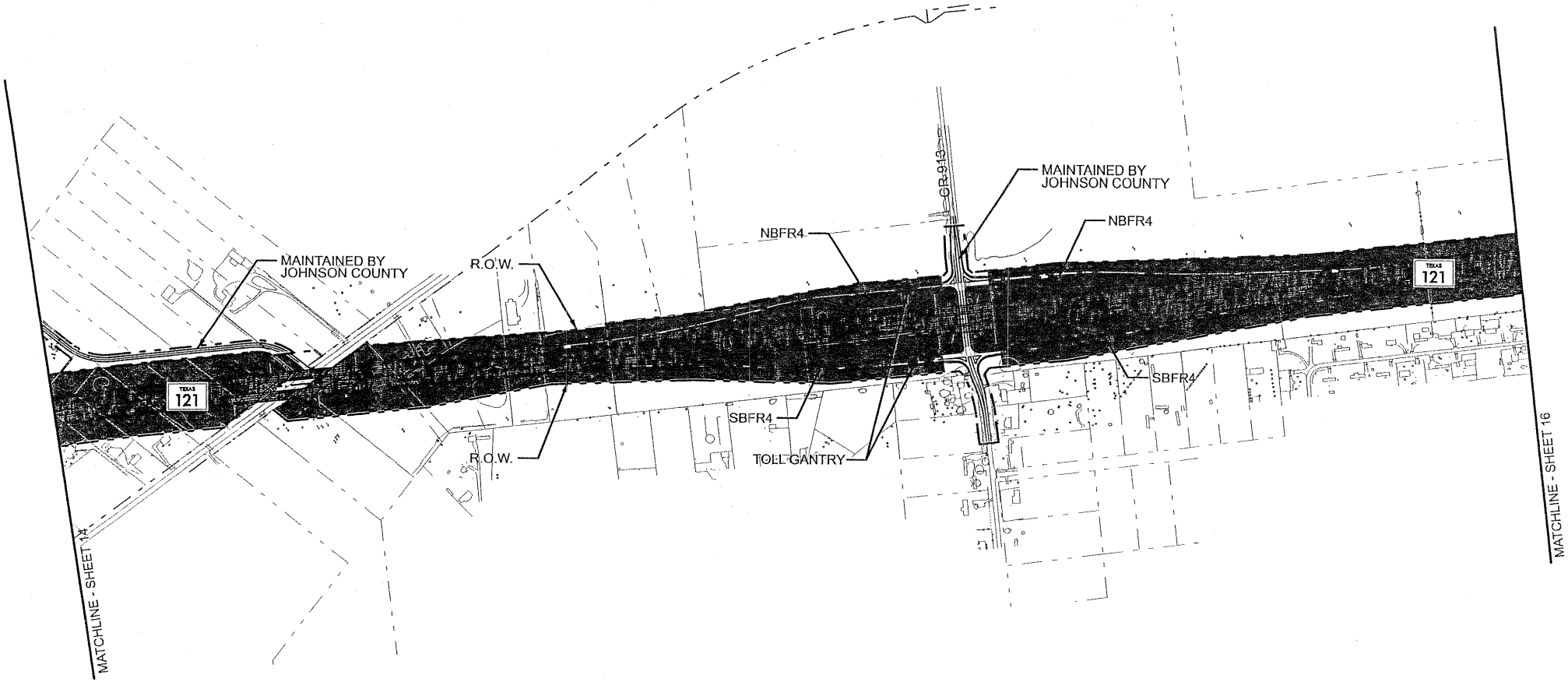
9:42:31 AM
8/12/2010



SH 121 (SWP) MAINTENANCE
SHEET 14 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

9:45:38 AM
8/12/2010



LEGEND:

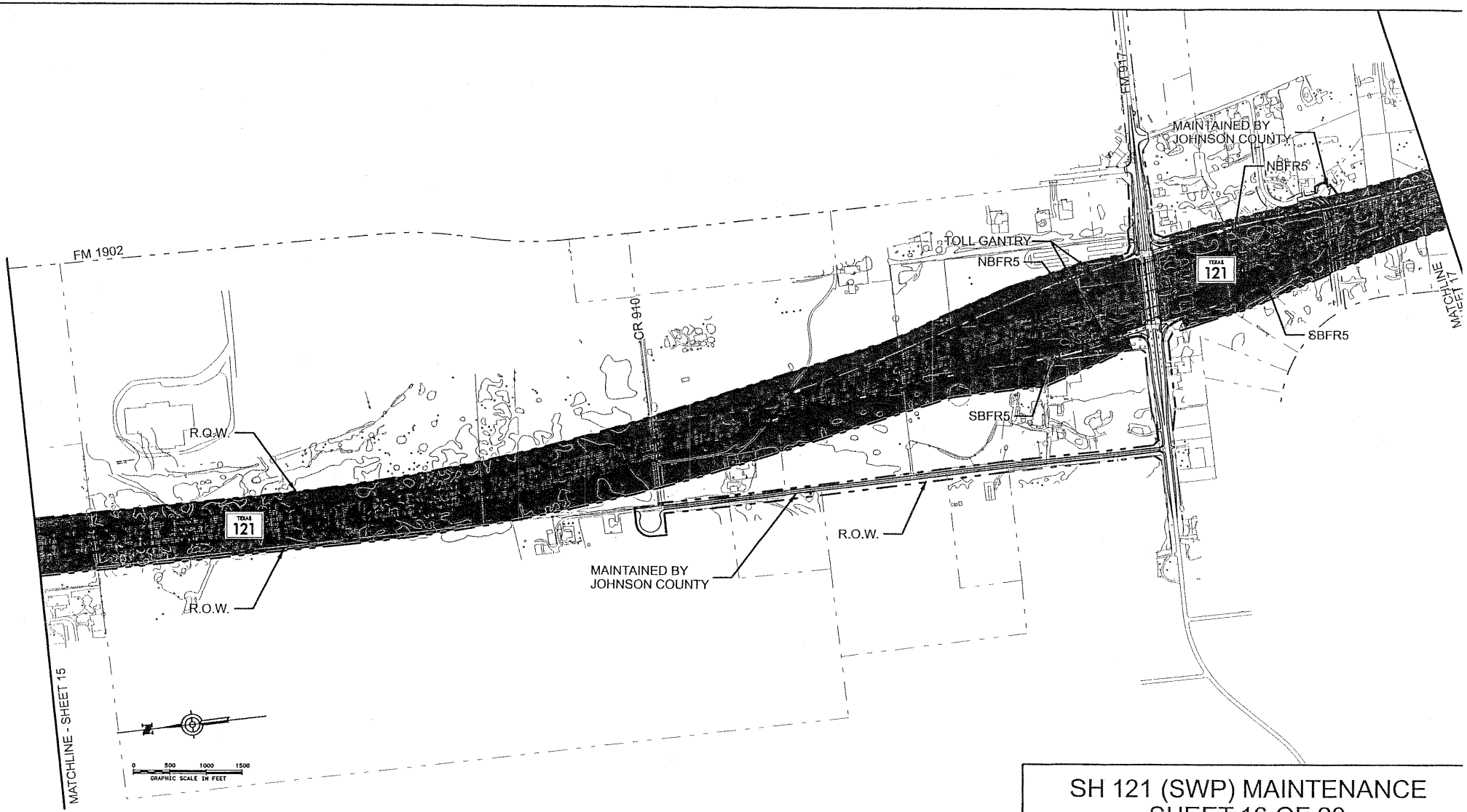
NTTA MAINTENANCE

TxDOT MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 15 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

91-471-42 AM
8/12/2010



LEGEND:

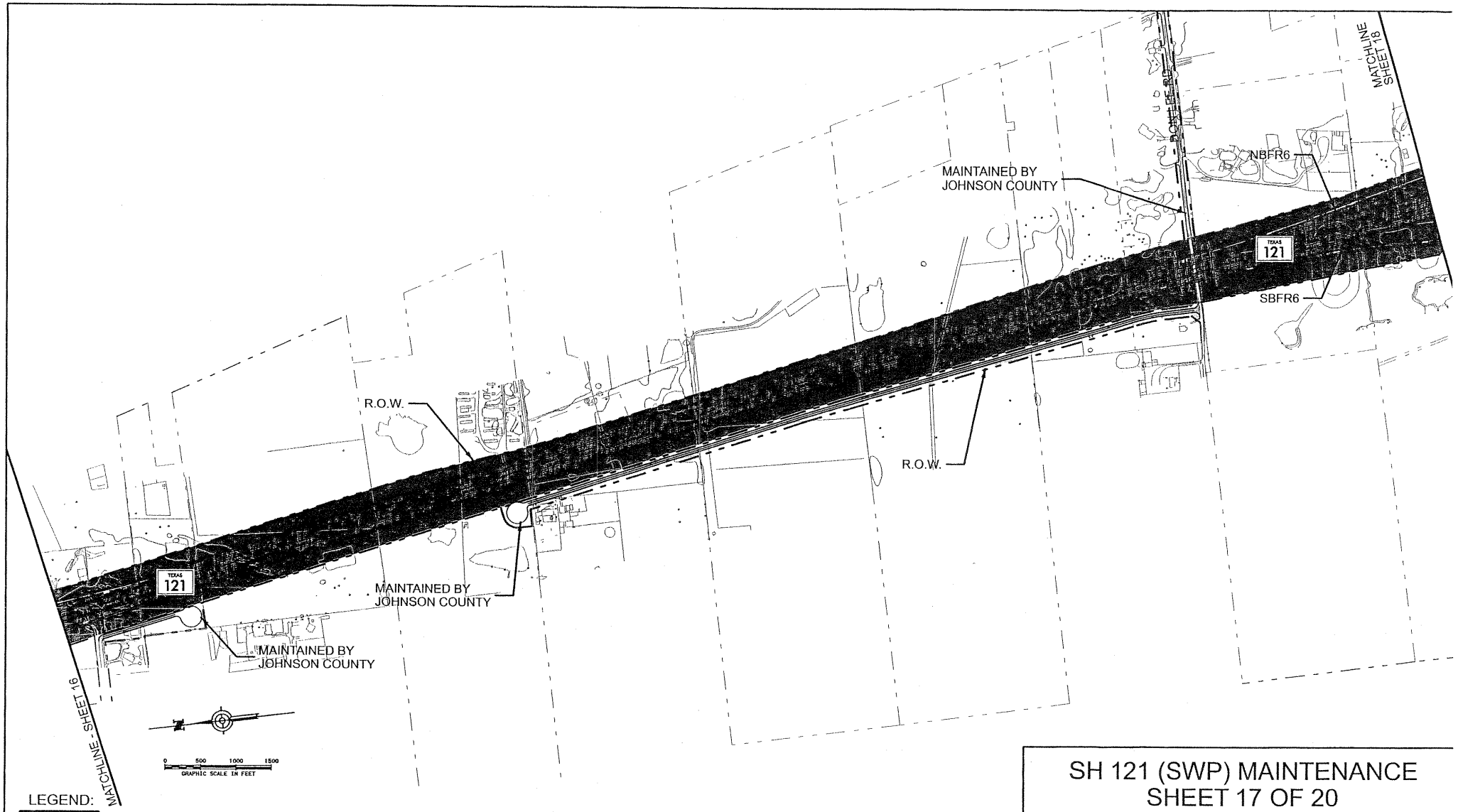
NTTA MAINTENANCE

TxDOT MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 16 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

9:49:13 AM
8/12/2010



LEGEND:

NTTA MAINTENANCE

TxDOT MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 17 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

9:50:58 AM
8/12/2010

LEGEND:

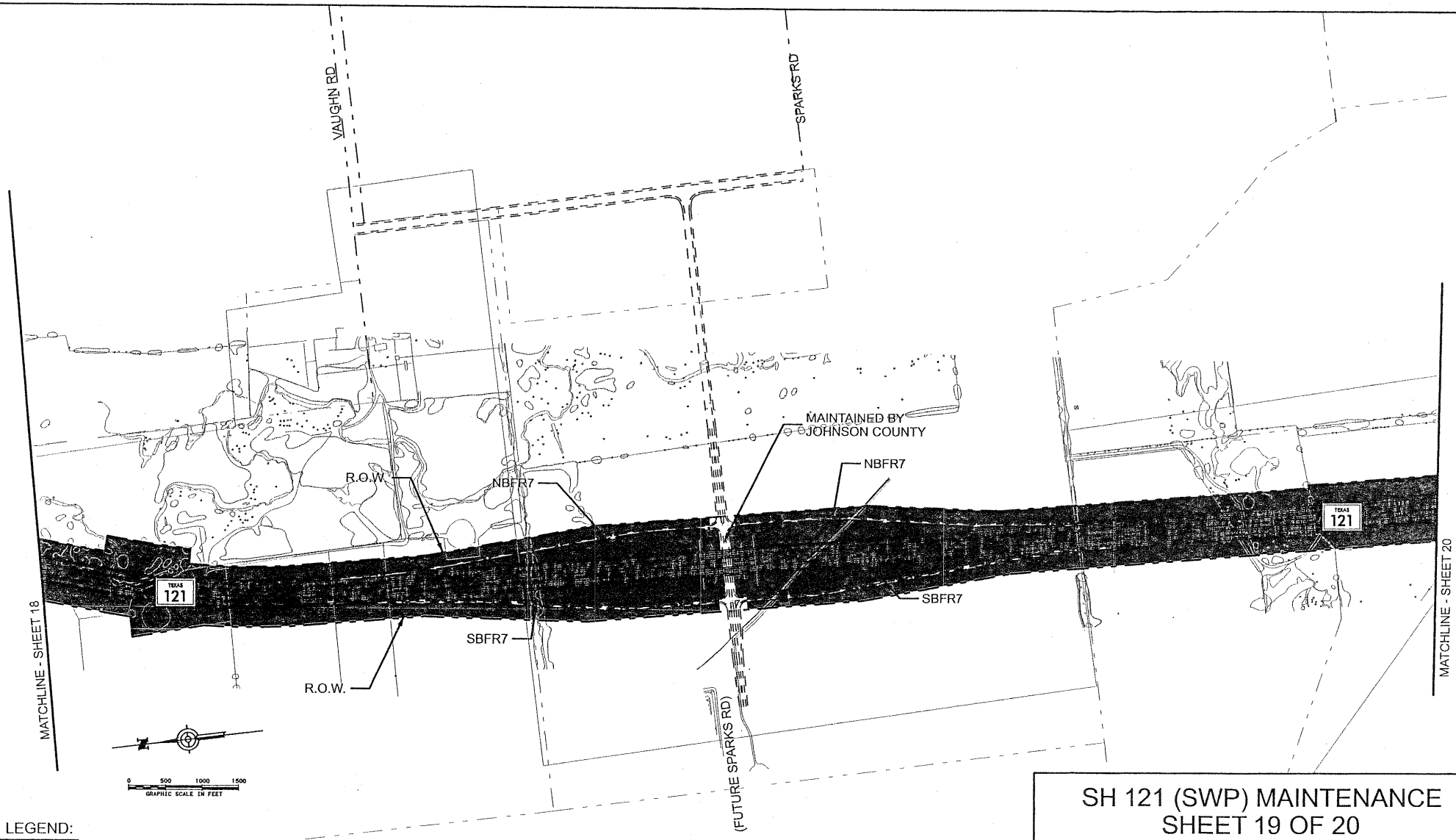
NTTA MAINTENANCE

TxDOT MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 18 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

9:54:41 AM
8/12/2010



LEGEND:

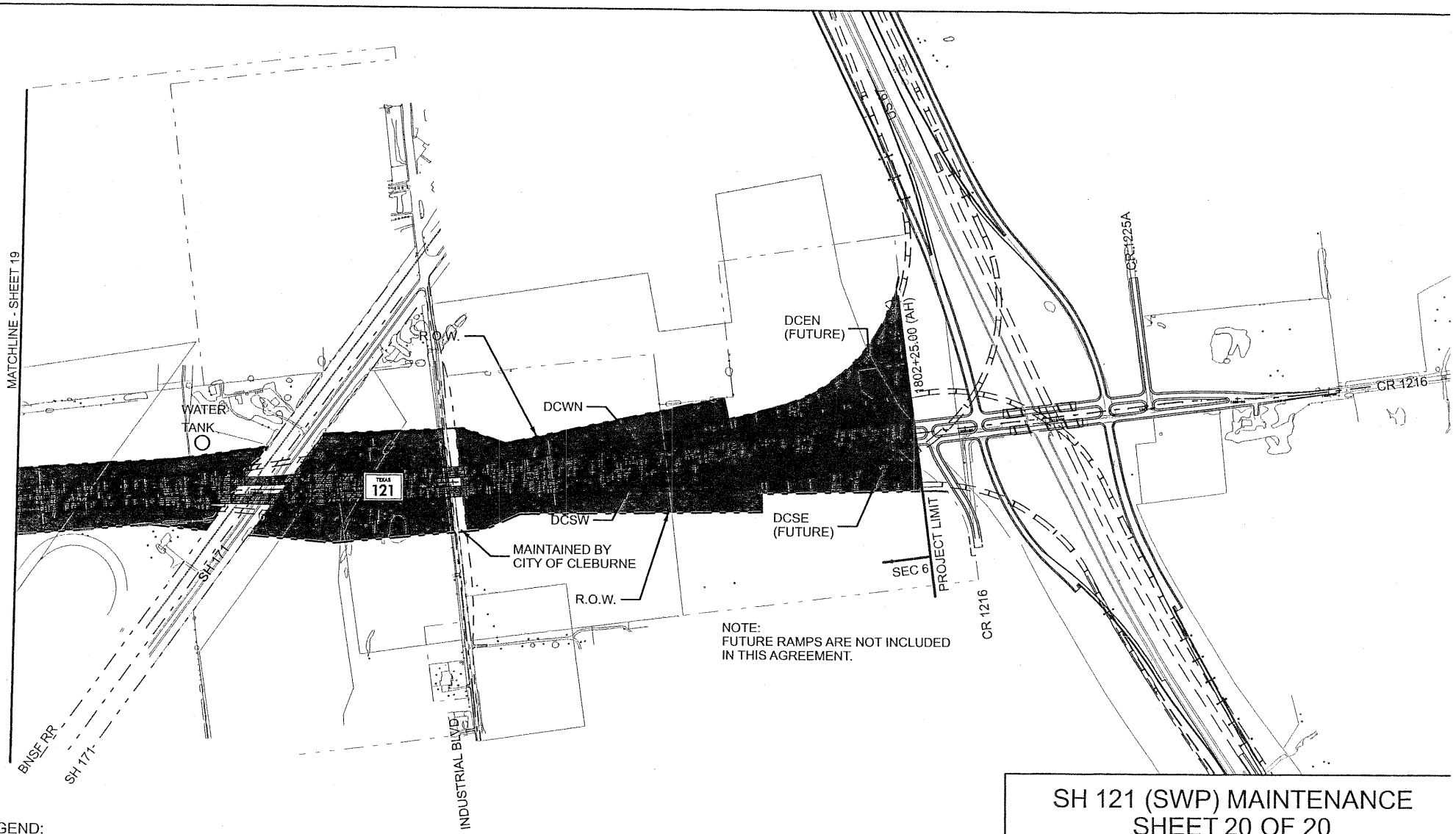
NTTA MAINTENANCE

TxDOT MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 19 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

10:01:57 AM
8/12/2010



LEGEND:

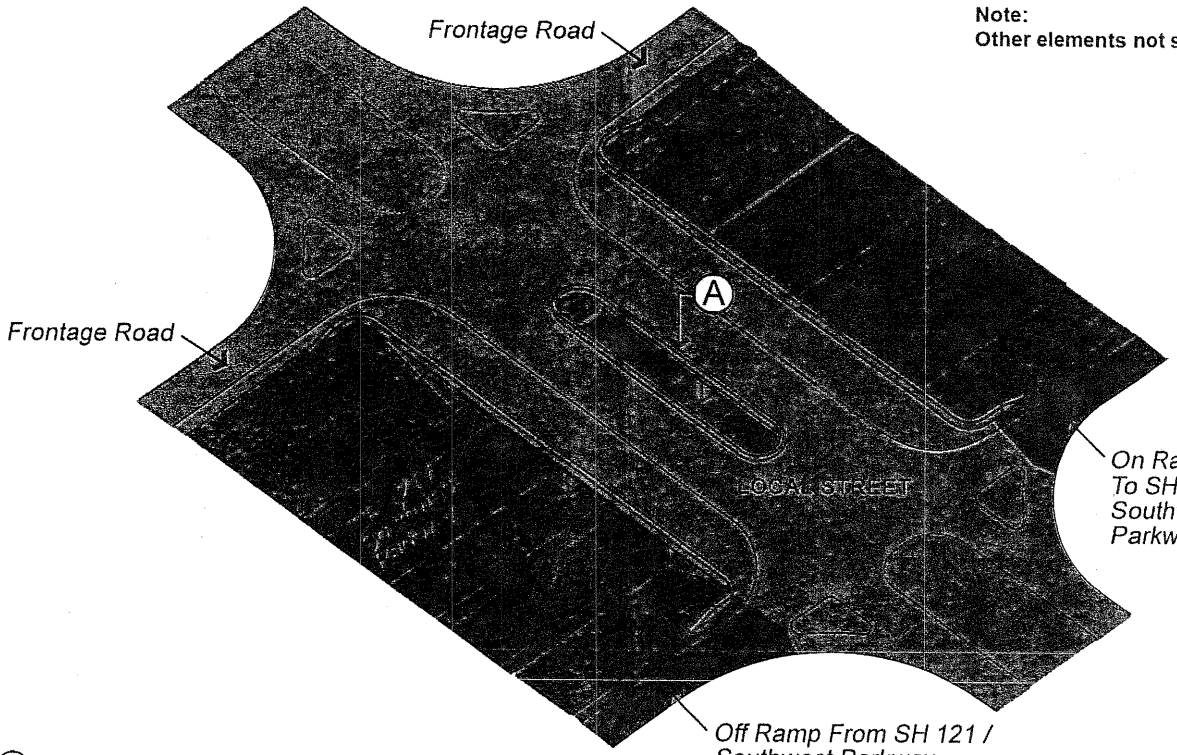
NTTA MAINTENANCE

TxDOT MAINTENANCE

SH 121 (SWP) MAINTENANCE
SHEET 20 OF 20
JULY 20, 2010
(TELA)

MAINTENANCE LIMITS

$TIME$
$DATE$



Note:
Other elements not shown.

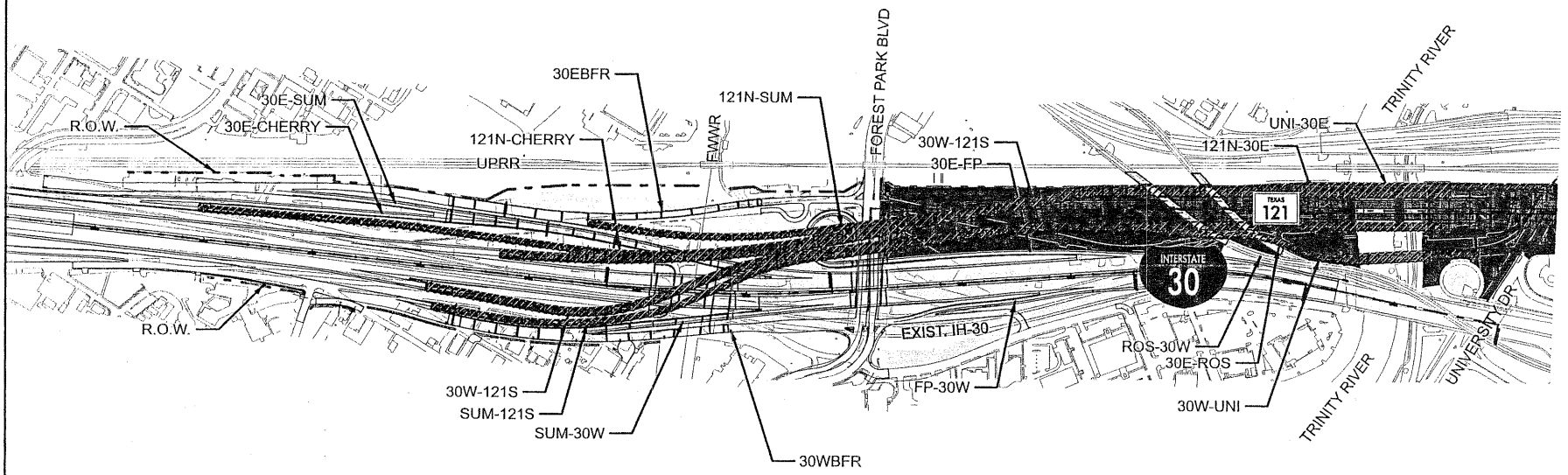
Ⓐ - *Separated bridge spans at Arborlawn Drive, Oakmont Blvd, and Dirks Road Interchanges (Bridges at other local street crossings are not separated)*

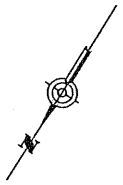
Exhibit 'K'

Isometric View
Maintenance Limits

June 4, 2010

Sidewalk
oad
Off Ramp From SH 121 /
Southwest Parkway





0 500 1000 1500
GRAPHIC SCALE IN FEET

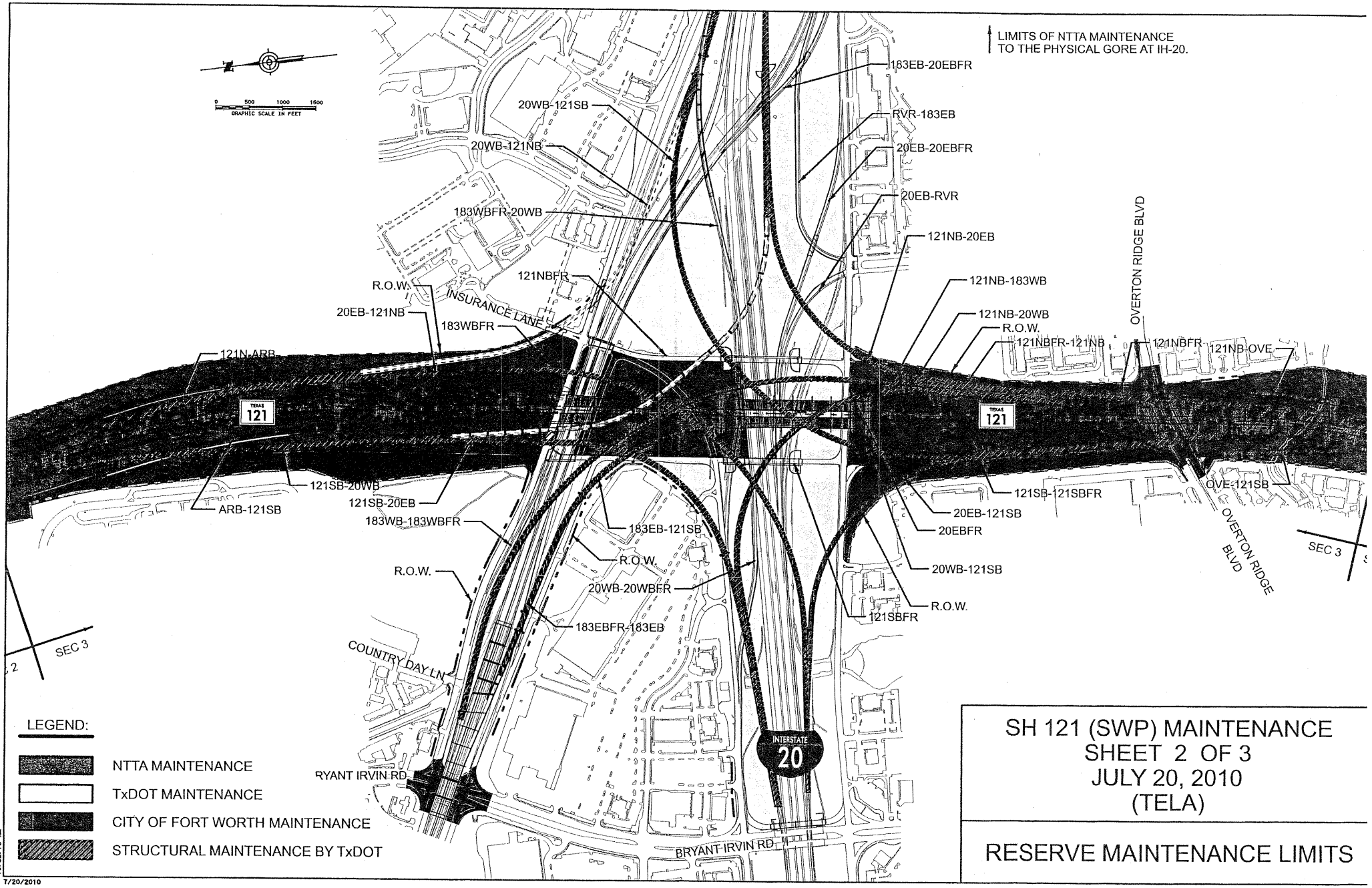
LEGEND:

- NTTA MAINTENANCE
- TxDOT MAINTENANCE
- CITY OF FORT WORTH MAINTENANCE
- STRUCTURAL MAINTENANCE BY TxDOT

41:36:02 PM
7/20/2010

SH 121 (SWP) MAINTENANCE
SHEET 1 OF 3
JULY 20, 2010
(TELA)

RESERVE MAINTENANCE LIMITS



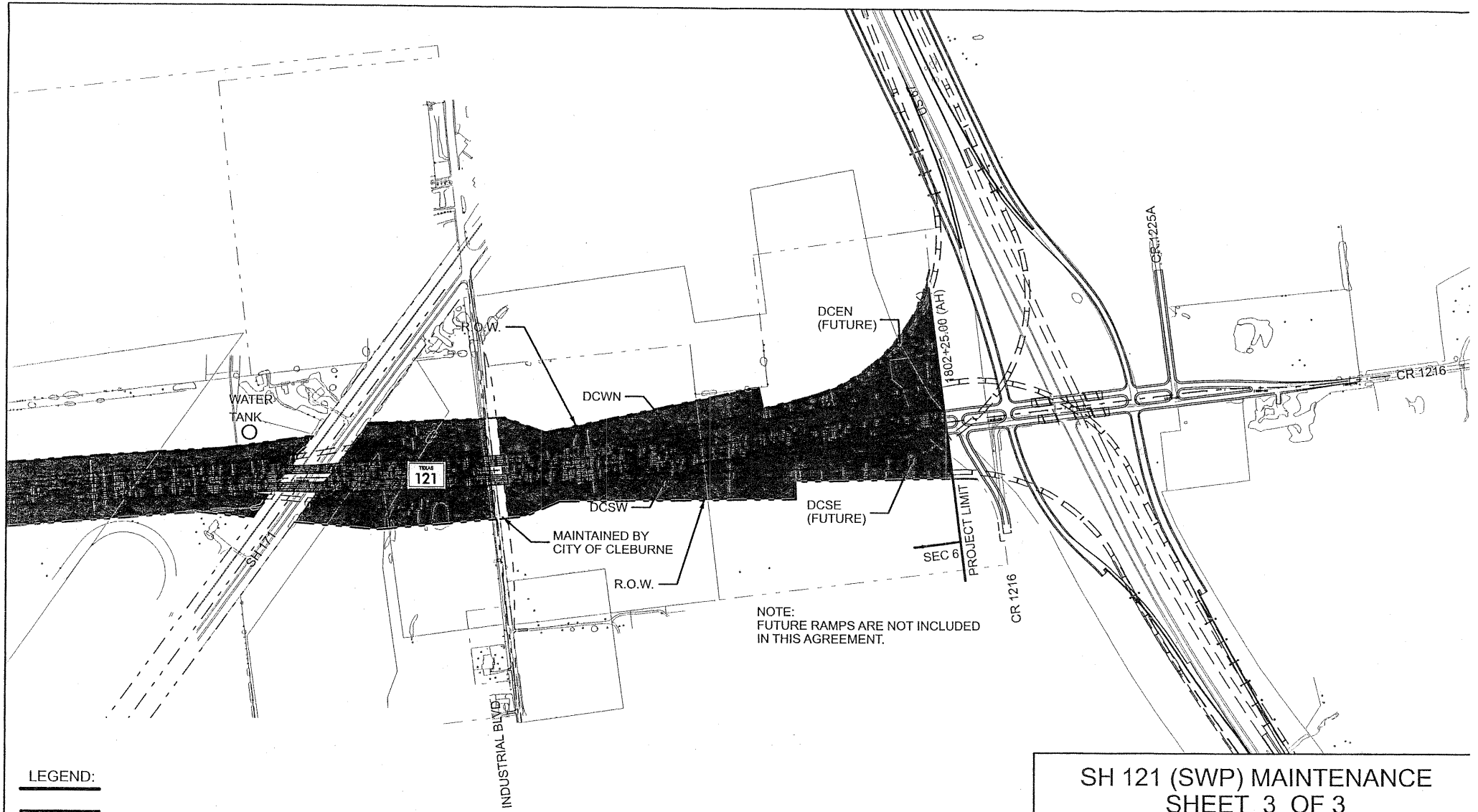
LEGEND:

- NTTA MAINTENANCE
- TxDOT MAINTENANCE
- CITY OF FORT WORTH MAINTENANCE
- STRUCTURAL MAINTENANCE BY TxDOT

SH 121 (SWP) MAINTENANCE
SHEET 2 OF 3
JULY 20, 2010
(TELA)

RESERVE MAINTENANCE LIMITS

10:32:18 AM
7/20/2010



LEGEND:

- NTTA MAINTENANCE
- TxDOT MAINTENANCE
- CITY OF FORT WORTH MAINTENANCE
- STRUCTURAL MAINTENANCE BY TxDOT

SH 121 (SWP) MAINTENANCE
SHEET 3 OF 3
JULY 20, 2010
(TELA)

RESERVE MAINTENANCE LIMITS

3:47:13 PM
8/12/2010

Exhibit L

Toll Regulation
(Section 20)

A. User Classifications

User classifications are defined by vehicle axle count. For multi-axle vehicles, an N-1 methodology is applied, meaning that a three-axle vehicle pays two times the toll rate paid by a two-axle vehicle.

B. Toll Rate Schedule

For each toll transaction, the Authority shall have the right to charge and collect maximum toll rates on the terms and conditions provided below.

1. On Sections 1, 2, 2B, 2C, 3A, 3B and 4 of the Project between IH 30 and Altamesa Boulevard/Dirks Road, the maximum two-axle TollTag toll rate for the toll rate period ending June 30, 2011 will be $0.185 per mile calculated on an "influence distance" based methodology. This rate includes a base toll rate of $0.145 per mile plus $0.02 per mile compensatory toll to offset lost revenue associated with a 50 miles per hour posted speed limit between IH 30 and IH 20, plus an additional $0.02 per mile compensatory toll to offset costs associated with amenities above and beyond the Authority's standards. On Sections 5 and 6 of the Project between Altamesa Boulevard/Dirks Road and US 67, the maximum two-axle TollTag toll rate for the toll rate period ending June 30, 2011 will be $0.145 per mile calculated on an "influence distance" based methodology. Influence distances are calculated for each toll gantry and the point tolls are determined by applying the per-mile rate to the associated influence distance. A minimum influence distance of 1.5 miles will be used if a gantry's calculated influence distance falls below this distance.

2. For each toll transaction that is not a TollTag transaction, the Authority shall have the right to charge and collect, in addition to the amount determined in Section B.1, a transaction toll premium consistent with the Authority's toll policy, which is currently 50% of the TollTag toll rate, but in no event less than $0.20 (2010$).

3. Commencing July 1, 2011, and on each July 1 of each odd numbered year thereafter, the applicable maximum toll rate shall be increased by an annual compounded rate of 2.75%.

4. Each toll charged to the user will be rounded to the next highest penny.

C. Time of Day Pricing

The Authority shall have the right, but not the obligation, to implement a traffic management pricing regime for high volume periods and low volume periods, during which periods the maximum toll rates may vary from the maximum toll rates determined in Section B.

D. Incidental Charges

The Authority shall have the right to charge reasonable incidental charges to its customers consistent with the Authority's then-current toll policy.

Exhibit M

Existing Authority Contracts Related to Project
(Section 22)

Item	Description	Contract	Vendor	Date
1	SWP Corridor Management	02618-SWP-00-PS-PM: WA 02	Jacobs Engineering	1/5/2009
2	Section 1 Design Work	02075-SWP-01-PS-EN: SA 12	AECOM USA Group, Inc.	1/27/2006
3	Section 2 Design Work	02077-SWP-01-PS-EN: SA 12	Kimley-Horn & Associates, Inc.	1/27/2006
4	Section 2B Design Work	02079-SWP-01-PS-EN: SA 13	Bridgefarmer & Associates, Inc.	1/27/2006
5	Section 3A Design Work	02081-SWP-01-PS-EN: SA 16	HDR Engineering, Inc.	1/27/2006
6	Section 3B Design Work	02081-SWP-01-PS-EN: SA 16	HDR Engineering, Inc.	1/27/2006
7	Section 4 Design Work	02083-SWP-01-PS-EN: SA 10	Kennedy Consulting, Ltd.	1/27/2006
8	Section 1-4 Landscaping Design Work	02087-SWP-00-PS-MA: SA 03	HNTB Corp	6/19/2006
9	Section 2C Construction	02789-SWP-00-CN-PM	Austin Bridge & Road	3/3/2010
10	Section 2C Construction Materials Testing	02812-SWP-02-PS-PM: WA 01	Alpha Testing, Inc.	3/4/2010