

**INTERLOCAL AGREEMENT
BY AND AMONG
THE TOWN OF PROSPER,
THE COUNTY OF COLLIN,
AND
THE NORTH TEXAS TOLLWAY AUTHORITY
REGARDING THE PHASE 4 EXTENSION OF
THE DALLAS NORTH TOLLWAY**

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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THIS AGREEMENT (herein so called) is entered into effective as of the 21st day of October, 2003, by and among the TOWN OF PROSPER, a municipal corporation organized and existing under the laws of the State of Texas (the "Town"), the COUNTY OF COLLIN, a political subdivision of the State of Texas (the "County"), and the NORTH TEXAS TOLLWAY AUTHORITY, a regional tollway authority and a political subdivision of the State of Texas (the "Authority");

WITNESSETH:

WHEREAS, the Authority currently is improving, extending, and enlarging, or is planning to improve, extend, and enlarge, the Dallas North Tollway ("DNT") from south of SH 121 northward to U.S. Highway 380 ("US 380"), said improvement, extension, and enlargement to include the construction of tollway lanes, service roads, approaches, interchanges, ramps, toll facilities, bridges, and buildings, and, where appropriate, the modification of existing structures, all of said improvement, extension, enlargement, and modification being known as the Dallas North Tollway Extension Project, Phase 3 (the "Phase 3");

Extension”), all in conformance with the provisions of the Regional Tollway Authority Act, Chapter 366 of the Texas Transportation Code, as amended (hereinafter referred to as the “Act”);

WHEREAS, the Authority has assisted corridor planning initiatives that provide for the construction of the DNT as a toll project between northbound and southbound frontage roads from the future main lanes of US 380 to logical termini at FM 428 in Collin County;

WHEREAS, the Town and the County have determined that the future northward extension of the DNT beyond US 380 is in the best interest of their citizens, and the Town Council of Prosper and the Commissioners Court of Collin County each have passed Resolutions requesting that the Authority continue in its joint effort with the Town and the County to evaluate, and preliminarily plan and develop, a proposed a 6-mile extension of the DNT, to be known as the Dallas North Tollway Extension Project, Phase 4 (the “Phase 4 Extension”), which, if constructed, will extend the DNT from US 380 to FM 428;

WHEREAS, the Authority has requested the County to provide for survey plats and legal descriptions of all the property, including, but not limited to, fee parcels and easements, required in connection with the Phase 4 Extension and to provide for the completion of the conceptual schematic design of the Phase 4 Extension (the “Project Schematic Design”) within a three-hundred-sixty-foot-wide (360’-wide) to four-hundred-foot-wide (400’-wide) right-of-way between US 380 and FM 428, which is of sufficient width to construct thereon six (6) lanes of service roads and six (6) lanes of controlled access tollway lanes; a map designating the proposed centerline station points of the Phase 4 Extension between US 380 and FM 428 is attached hereto as Exhibit A;

WHEREAS, the County is also willing to provide for the conveyance to the Authority, at no cost to the Authority, of the property and easements described in the preceding recitals which are required in connection with the construction of the Phase 4 Extension;

WHEREAS, the County has agreed to provide the schematic design for the Phase 4 Extension and to design and construct a single, bi-directional and two-lane road (which shall be designed for ultimate construction of a three-lane road) from US 380 to FM 428. Said road, together with all drainage improvements related thereto as reasonably deemed necessary by the County, Town, and Authority, being collectively referred to as the "East Service Road." The East Service Road will become the northbound frontage road for the Phase 4 Extension if the turnpike main lanes for the Phase 4 Extension ultimately are constructed;

WHEREAS, the Town has agreed to construct utility extensions and provide easements and other interests for all municipally owned and/or operated utilities that are required to service all of the Authority's facilities comprising the Phase 4 Extension that are located within the Town's corporate limits or Extra-Territorial Jurisdiction ("ETJ") and to direct and oversee the proper installation or relocation of all municipally franchised utilities located in or crossing the Phase 4 Extension right-of-way so as to minimize conflicts and the necessity for future relocation to accommodate later expansion or other construction;

WHEREAS, the Authority is willing to (a) continue its evaluation and planning of the Phase 4 Extension and (b) perform other work and provide additional commitments all as more particularly described, and for the consideration expressed, in this Agreement; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governmental entities to contract with one another to perform

governmental functions and services under the terms thereof, and the Town, the County, and the Authority have determined that mutual benefits and advantages can be obtained by formalizing their agreement as to the separate and distinct issues of importance to them regarding the matters addressed in this Agreement;

NOW, THEREFORE, in consideration of these premises and the mutual benefits and advantages accruing to the Town, the County, and the Authority, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties hereto agree as follows:

Article 1 - Obligations of the County

1.1. **Surveying**. The limits of the Phase 4 Extension shall be as shown on Attachment 1 hereto, which is hereby made a part hereof. In accordance with applicable statutory requirements, the County shall retain a professional surveying firm or firms reasonably acceptable to the Authority and the Town to prepare ground surveys, set or establish monuments and property corners, locate features (including all improvements of any kind), prepare survey plats, and prepare legal descriptions for all land which, in the reasonable determination of the Authority and its General Engineering Consultant, HNTB Corporation, is required to be (a) acquired in fee to provide a three-hundred-sixty-foot-wide (360'-wide) to four-hundred-foot-wide (400'-wide) right-of-way for the Phase 4 Extension, or (b) encumbered with drainage, slope or embankment, temporary construction or detour, or other easement interests, to permit the construction and operation by the Authority of the Phase 4 Extension, including, but not limited to, the East Service Road. All survey plats prepared in accordance with this Section 1.1 shall be

of such a form as to permit the Title Company (hereinafter defined) to furnish the “standard survey deletion,” and shall be certified and delivered to the Authority.

1.2. **Right-of-Way**. The County, at no cost to the Authority or the Town, shall acquire (a) fee simple ownership in and to all property required for a three-hundred-sixty-foot-wide (360’-wide) to four-hundred-foot-wide (400’-wide) right-of-way strip as described in clause (a) of Section 1.1, and (b) the appropriate easement interests of suitable lengths and widths in and to all property described in clause (b) of said Section 1.1. At its option, the Town may acquire one or more right-of-way parcels and convey them to the County on terms agreeable to the Town and County. All property and easement interests shall be conveyed or granted to the County by such instruments and with such warranties of title as are required by the Title Company as a condition to the issuance of the title insurance described below. The County and, if applicable, the Town shall cooperate with the NTTA General Counsel (hereinafter defined) in (a) reviewing and, to the extent necessary, clearing the status of title to each fee and easement parcel that is to be conveyed or granted under Section 1.1, and (b) preparing the conveyance instruments for such parcels. The Authority shall review and approve the conveyance instruments and title to all right-of-way parcels before acceptance thereof by the County or Town. The County shall select and retain one or more title insurance companies reasonably acceptable to the Town and the Authority (whether one or more, the “Title Company”) to issue, at no cost to the Town or the Authority, owner policies of title insurance insuring the County’s good and indefeasible title to the property to be conveyed to the County in fee, and good title to the easements to be granted to the Authority, said policies to be subject only to those matters of title reasonably acceptable to and approved by the Authority. Unless and until a right-of-way parcel is conveyed to the

Authority under Section 1.3 below, the Town and/or County shall operate, maintain, regulate, and police such parcel, and the Authority shall have no responsibility therefor; thereafter, the Town's, County's, and Authority's respective obligations shall be governed by Article 5 below.

1.3. Conveyance to the Authority. If the Authority establishes feasibility for the Phase 4 Extension and elects to proceed with the construction thereof, the property required for the entire Phase 4 Extension, including the East Service Road, shall be conveyed to the Authority before the Authority's sale of bonds or closing of other financing for the Phase 4 Extension. The Authority shall receive good and indefeasible fee simple title to all property conveyed to it, and good title to all easement interests granted to it, subject only to those matters of title reasonably acceptable to and approved by the Authority (the "Permitted Exceptions"), and free from all liens, rights of assessments, private easements, rights of reverter, and use restrictions.

1.4. East Service Road Design. At its sole cost, the County shall retain, in accordance with applicable statutory selection criteria, one or more engineering design firms reasonably acceptable to the Town and the Authority to design the East Service Road as, initially, a two-lane service road, and, ultimately, a three-lane service road, to operate as a bidirectional street and subsequently to be utilized as a northbound frontage road for the Phase 4 Extension. The East Service Road shall extend from south to north a distance of approximately six (6) miles from the northern terminus of the existing DNT Phase 3 Extension northbound frontage road south of US 380 to an intersection with FM 428.

1.5. Project Schematic Design. At its sole cost, the County shall retain, in accordance with applicable statutory selection criteria, one or more engineering design firms reasonably acceptable to the Town and the Authority to prepare a schematic design (up to the 30% design

completion) for the entire Phase 4 Extension, which shall include, but not be limited to, designs for (a) the East Service Road, (b) a southbound service road to be designed for initial use as a two-lane service road, and, ultimately, as a three-lane service road, (c) the turnpike main lanes, and (d) all toll plazas, ramps, bridges, cross streets, and major drainage structures comprising the Phase 4 Extension.

1.6. Design Standards. The East Service Road and the Project Schematic Design must comply with the general design criteria utilized by the Authority for its turnpike projects. Without limiting the foregoing, the County shall ensure that the East Service Road conforms to the proposed design and location of the Phase 4 Extension's turnpike main lanes and is designed and constructed in accordance 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, the Highway Design Division Operations and Procedures Manual of the Texas Department of Transportation ("TxDOT"), 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 Project Schematic Design shall also conform to the foregoing documents, as well as the Authority's System-Wide Design Guidelines and the utility-clear requirements described in Section 2.3.

1.7. **Town and Authority Design Review.** The Town and the Authority shall review the design, grade, alignment, and plans for the East Service Road and the Project Schematic Design, at each of the following design milestones:

- (a) at completion of Project Schematic Design (30% design) (the schematic design of the East Service Road shall be included in the Project Schematic Design);
- (b) at 60% design completion for the East Service Road;
- (c) at 90% design completion for the East Service Road;
- (d) at final design of the East Service Road.

“Final design” shall mean that the designs, plans, and specifications are complete to the degree that they may be issued for construction bidding for the East Service Road (collectively, the “ESR Plans”). The technical work group described in the following section shall establish a schedule for achieving the foregoing design milestones.

1.8. **Technical Work Group.** All parties shall assist one another in the coordination of design and construction activities and in the efficient scheduling and sequencing of the construction of the East Service Road and other components of the Phase 4 Extension. In furtherance thereof, the County shall organize a technical work group that shall meet not less than monthly during the development of the Project Schematic Design and the ESR Plans. The Authority and the Town each shall assign an active, qualified, and authorized decision-making member to the technical work group. The Authority and the Town shall use reasonable efforts to provide the County with written objections, if any, to design submissions within fifteen (15) days after their receipt thereof. The members of the Technical Work Group shall work diligently and in good faith to resolve objections promptly so as to avoid slowing development of the Phase 4

Extension. Upon their final approval of the Project Schematic Design and ESR Plans, respectively, the Authority and the Town shall issue a letter or letters acknowledging such approval.

1.9. Construction of East Service Road. The County shall be responsible for acquiring all required federal, state, and local permits for the construction, operation and maintenance of the East Service Road and for the management of construction and testing of materials for said East Service Road. In accordance with applicable law and the County's established competitive bidding and procurement procedures, the County shall solicit competitive bids for the construction of the East Service Road based on the final approved ESR Plans. The County shall obtain the Town's and the Authority's approval of the terms of the Construction Contract (which approval shall not unreasonably be withheld) before the award thereof. The County shall award the construction contract for the East Service Road (the "Construction Contract") to the lowest responsible bidder. The East Service Road shall be constructed in strict accordance with the approved ESR Plans. The contractor under the Construction Contract will be referred to herein as the "General Contractor." If required by the Authority and/or the Town, the bid documents and the Construction Contract shall provide that the Town and the Authority each shall be entitled to require that the Construction Contract obligate the General Contractor to (a) list the Town and/or the Authority as "additional insureds" with respect to any insurance for which the General Contractor must obtain an "additional insured" rider or amendment and (b) cause any such insurance policies to be properly endorsed to provide for a waiver of the insurance company's right of subrogation against any insured or additional insured thereunder, and the County shall furnish to the Authority and the Town a

completed Certificate of Insurance evidencing the County's compliance with the preceding sentence before any construction commences on the East Service Road.

1.10. East Service Road/Schematic Design Costs. The County proposes to fund the design and construction of the East Service Road through proceeds from the sale of bonds that shall be part of a bond program proposal to be presented to Collin County voters on November 4, 2003 (the "2003 Bond Election"). Schematic design costs for the Phase 4 Extension, together with costs for the development of dedication instruments and issuance of title insurance, are to be paid from Collin County capital improvement project funds.

1.11. East Service Road Milestones. Contingent upon (a) the timely acquisition of all necessary right-of-way through the use of reasonable diligence, and (b) the approval of the bond program to fund the East Service Road in the 2003 Bond Election, the County intends to complete the ESR Plans by the first quarter of 2005, commence construction of the East Service Road in the second quarter of 2005, and complete construction of the East Service Road in the second quarter of 2007.

Article 2 - Obligations of the Town

2.1. Town Utilities. After the Authority commences construction of the Phase 4 Extension as a turnpike project, the Town, when requested by the Authority, will supply, at its sole cost, water and sanitary sewer service to the perimeter of the Authority's Phase 4 Extension right-of-way and adjacent to the Authority's facilities, including ancillary support and administration buildings, ramp tollbooths and main lane toll plazas that are located within the Town's corporate limits and ETJ. The Town shall invoice the Authority only for the Authority's

actual usage of said services at such standard rates as the Town charges other governmental entities, and the Authority shall promptly pay all invoices submitted therefor by the Town.

2.2. Utility Relocation, Generally. If the Authority elects to proceed with construction of the Phase 4 Extension as a turnpike project, the Town shall timely relocate Town-owned utilities or, at the Town's option, reimburse the Authority for the cost of relocating and adjusting all utilities owned by the Town that are situated in right-of-way required for the Phase 4 Extension or are otherwise affected by, or in conflict with, the construction, operation or maintenance of the Phase 4 Extension. Utilities that require relocation shall be identified during the design of the turnpike main lanes for the Phase 4 Extension, as described in Section 3.2. The Town shall cause any and all necessary relocations to be completed in a timely manner so as to avoid any delay in any portion of the construction of the Phase 4 Extension. If the Town elects to reimburse the Authority in lieu of performing the relocation work, the Authority, its engineer(s) and contractor(s), at the Town's expense, shall design and undertake said relocation, and the Town shall provide, at its expense, quality assurance inspection services during said relocation and adjustment, all as may be more specifically set forth in the Subsequent Agreements, as defined in Section 6.4. The Town shall not request the Authority to relocate utilities on the Town's behalf in connection with the East Service Road.

2.3. Utility-Clear Zones at DNT Overpasses. If the Authority elects to proceed with construction of the Phase 4 Extension as a turnpike project, the Town shall be responsible for the relocation of all utilities, conduits, cables and related improvements and facilities at the Phase 4 Extension overpass locations situated within the Town's corporate limits. Overpass locations shall be identified in the Project Schematic Design, and specific relocations shall be identified

during the design of the turnpike main lanes for the Phase 4 Extension, as described in Section 3.2. Relocations shall be made in such a manner to provide an unobstructed zone for the overpass bridge foundations at each location where the Phase 4 Extension crosses over existing or proposed Town streets. This utility clear zone shall be located between four feet (4') and twelve feet (12') behind the back of curb of the through traffic lanes of the ultimate cross-street width. The Authority (and the County, in preparing the Project Schematic Design) will design the overpass bridges to accommodate the ultimate cross street widths as determined by the Town. If the Authority determines that the Phase 4 Extension bridge foundation elements are required in the center median of cross streets, an eight foot (8') wide utility clear zone shall also be provided by the Town. The utility clear zone shall extend not less than one hundred twenty-five feet (125') in either direction of the Phase 4 Extension centerline (two hundred fifty feet [250'] total). The Town shall cause any and all necessary relocations to be completed in a timely manner so as to avoid any delay in any portion of the construction of the Phase 4 Extension.

2.4. **Soundwalls**. If federal law requires construction of soundwalls (sometimes known as noise walls), screen walls, retaining walls or similar structures as a condition to operating the Phase 4 Extension or any portion thereof, the Town shall pay all design and construction costs associated therewith with respect to walls required due to the proximity to the Phase 4 Extension of residential properties or other properties eligible for protection under Federal Highway Administration ("FHWA") guidelines, as they may be amended from time to time.

Article 3 - Obligations of the Authority

3.1. Evaluation of Feasibility. The Authority agrees that it will evaluate the feasibility of the Phase 4 Extension in a manner consistent with the Authority's customary practices. The Authority promptly shall deliver to the Town and the County copies of toll feasibility studies (including the report of the Authority's financial advisor or underwriter), environmental studies, and corridor studies (collectively, the "Studies"), prepared in connection with the Phase 4 Extension, together with all updates and revisions thereto issued from time to time. The Town and the County may request that the Studies be clarified or updated, or that specific data or issues be taken into consideration or evaluated, provided that if (a) the Authority disagrees that the updates, revisions or other modifications are warranted, the Town and the County shall be responsible for, and promptly discharge, all resulting costs and charges; and (b) the Town and the County agree to refrain from seeking such modifications with unreasonable frequency or from otherwise overburdening the Authority's staff or consultants with such requests. To the extent the Studies indicate, in the opinion of the Authority, that the Phase 4 Extension is not feasible as a turnpike project, the Town and the County, jointly and at their sole option, may commit to satisfy, or provide for the satisfaction of, the monetary, non-monetary and/or other conditions identified by the Authority as preventing or impeding the determination that the Phase 4 Extension is feasible as a turnpike project (the "Feasibility Conditions"), including the Town's and the County's agreement to provide or obtain the monetary contribution or support required to satisfy any monetary shortfalls. Any such commitment must (a) be accompanied by such reasonable assurances of performance as the Authority, the NTTA General Counsel, its financial advisor, traffic engineer and bond counsel may require, (b) fully address

and be completely responsive to the Feasibility Conditions as determined by the Authority, and (c) state that, if accepted, it is unconditional and irrevocable. The Authority will consider, diligently and in good faith any proposal jointly advanced by the Town and the County to address the Feasibility Conditions that conforms to the conditions of the preceding sentence, but the Authority shall be under no obligation to commit funds and other resources to review any proposal that constitutes an alternate approach to resolving any Feasibility Condition or otherwise fails to fully satisfy the actions, conditions or other requirements identified by the Authority in the Studies for addressing any Feasibility Condition. In all events, the Authority's Board of Directors, consistent with its statutory and other obligations and duties, shall be the sole and final arbiter of whether the Town's and the County's proposal satisfies the criteria contained in the two preceding sentences, as well as whether it should be undertaken pursuant to the timetable and in the manner proposed by the Town and the County. Furthermore, the ultimate decision of whether the Phase 4 Extension is feasible as a turnpike project and whether to proceed with the construction of the Phase 4 Extension as a turnpike project shall be made solely by, and at the absolute discretion of, the Authority's Board of Directors. Except as provided in (and in accordance with) this section, unless and until the Authority notifies the Town and the County that the design, construction and operation of the Phase 4 Extension as a turnpike project is not feasible, the Town and the County shall neither advance nor support any alternative to, or conflicting proposal for, the development of the Phase 4 Extension, including without limitation any thoroughfare corridor parallel to the Phase 4 Extension. Finally, nothing contained in this section shall create any third-party beneficiary or other rights in the Town or the County with respect to the Studies or the contracts between the Authority and its consultants regarding the

preparation of the Studies, and said consultants shall continue to be retained solely by and for the benefit of the Authority, and neither the Town nor the County shall have any right, or otherwise attempt, to direct the activities of those consultants.

3.2. Design of Mainlanes If the Authority proceeds with construction of the Phase 4 Extension as a turnpike project, the design of the turnpike main lanes shall be according to the Authority's design criteria and standards, including, but not limited to, its System-Wide Design Guidelines. In such event, the Authority shall implement a technical work group similar to the one described in Section 1.8 to aid in communication, coordination, and review during the design process for the turnpike main lanes. The technical work group shall meet regularly during the development of the turnpike main-lane design. The County and the Town each shall assign an active, qualified, and authorized decision-making member to the technical work group; provided, however, that except as expressly provided otherwise in this Agreement, the Authority's determination of the design, alignment, location, grade, composition and construction methods employed for the Phase 4 Extension or any components thereof shall be made in its discretion and shall be final..

3.3. Conveyance of Streets to the Town or the County. If the Authority proceeds with construction of the Phase 4 Extension and accepts title to the parcels acquired therefor by the County, then upon completion of the Phase 4 Extension, the Authority shall convey to the Town a permanent and perpetual easement for street purposes in and to the right-of-way within the corporate limits of the Town of Prosper on which service roads comprising part of the Phase 4 Extension have been constructed and shall convey to the County a permanent and perpetual easement for street purposes in and to the right-of-way on which service roads have been

constructed within the jurisdiction of the County of Collin. The Town and the County thereafter shall operate, maintain, regulate, and police said service roads, and the Authority shall have no responsibility therefor.

Article 4 - Further Agreements

4.1. Support of the Phase 4 Extension. Each of the parties agrees to take all actions consistent with this Agreement that are reasonably necessary in the furtherance of the purposes hereof. Without limiting the generality of the preceding sentence, upon request by the Authority, the Town and the County agree to (a) acknowledge their approval of and support for the Authority's financing, design, construction, operation and maintenance of the Phase 4 Extension as a turnpike project, (b) support the Authority in the necessary environmental clearance and review process for the Phase 4 Extension, and (c) provide such information and support as may be requested by the Authority, TxDOT, FHWA, or any other governmental or quasi-governmental entity in the environmental application and review process or with regard to the Studies. If the Authority elects to proceed with construction of the Phase 4 Extension as a turnpike project, the parties agree to coordinate and conduct all necessary public hearings and public participation efforts required to initiate and complete the Phase 4 Extension. The Town shall coordinate and serve as the lead agency with respect to such matters. The parties shall make every reasonable effort to maintain communication with the public and with their respective representatives regarding the progression of the Phase 4 Extension review process. In addition, the Town and the County agree to assist and join with the Authority in obtaining the various approvals, permits and agreements required of the applicable governmental entities and agencies, whether federal, state or local, regarding the Phase 4 Extension.

4.2. **Construction Staging Areas.** If the Authority elects to proceed with construction of the Phase 4 Extension as a turnpike project, the Town and the County shall, if requested by the Authority, provide on a temporary basis as described below any available right-of-way located along the Phase 4 Extension for the Authority's exclusive use as a staging area during the construction of the Phase 4 Extension. Such areas may be used for the placement and operation of construction site trailers, temporary material disposal, temporary embankments or shoring structures, the operation of a concrete and/or asphalt batch plant, and for any other purpose related to the construction of the Phase 4 Extension. During its use of the staging areas, the Authority shall use all reasonable efforts to maintain the property in an orderly condition, free from excessive debris and clutter. Upon completion of construction activities for the Phase 4 Extension or cessation of the Authority's use of the staging areas, whichever comes first, the Authority shall return the staging areas to the Town or the County, as applicable, in a condition comparable to when received for use by the Authority.

4.3. **Signalization.** If the Authority elects to proceed with construction of the Phase 4 Extension as a turnpike project, the Town (with respect to property within its corporate limits or the County (with respect to other property within its jurisdictional limits), as applicable, shall, in conjunction with the design of the turnpike main lanes for the Phase 4 Extension, design, prepare and issue construction plans and specifications, take bids, award contracts and purchase orders, and shall install, test, supervise and maintain (or cause the same to be done) any temporary or permanent traffic signalization systems at the intersections of the Town's streets and the County's roads with the Phase 4 Extension, and each of them also shall relocate, at its sole expense, any traffic signals, conduit, controllers or any other related facilities that may be

required for the construction of the Phase 4 Extension (collectively, the “Signalization Work”). The Town or the County, as applicable, shall ensure that the design and performance of the Signalization Work (including all related relocation and installation activities) do not delay or impede the construction, opening to traffic or subsequent operation of the Phase 4 Extension. To that end, the Town or the County, as applicable, shall submit plans and specifications for the Signalization Work to the Authority for its review and approval prior to commencing any of the Signalization Work, provided that the Authority’s review and approval shall not impose any obligation or liability on the Authority with respect to the Signalization Work or alter or abrogate any of the Town’s or the County’s obligations pursuant to this Agreement. Notwithstanding the foregoing, at the Town’s request, the Authority shall agree to undertake the installation and subsequent removal of temporary traffic signalization systems at the Town’s cost upon terms set forth in a separate agreement. Upon completion of the Signalization Work, the Town and the County agree to operate and maintain the described traffic signalization systems at no cost to the Authority and to assume the responsibility for provision of all electrical power required for signal operations, including that required during construction and test periods. Nothing contained in this Agreement shall impose upon or create for the Authority any responsibility for (a) the proper design, operation or maintenance of traffic signalization along the Phase 4 Extension or (b) the police enforcement required for securing compliance with the traffic signals described in this Agreement.

4.4. **Drainage Map Revisions.** If the Town determines that it is necessary or desirable to obtain a Letter of Map Revisions (“LOMR”) and/or Conditional Letter of Map Revisions (“CLOMR”) for the diversion of storm water runoff or the disturbance of any channel sections

within its rights-of-way along the Phase 4 Extension, the Town agrees to accept full responsibility for submitting all applications required to obtain a LOMR and/or CLOMR from the Federal Emergency Management Agency ("FEMA"). The Town shall be solely responsible for the permitting process, including design, field survey, print fees and any document revisions that are necessary to complete a LOMR and/or CLOMR, provided that the Authority shall provide technical information and assistance required to prepare the application. The Town agrees to use its reasonable efforts to secure approvals from FEMA and from any property owners affected by any proposed map revisions. The Authority and Town shall take the steps necessary to expedite and avoid delays in the application process for the LOMR or CLOMR. The Town agrees to promptly contact the Authority regarding technical and other matters requiring assistance from the Authority's staff or agents. If easements across private property are required to effect a proposed map revision determined by the Town to be necessary or desirable and to accommodate the drainage improvements related to and necessitated by the Phase 4 Extension, the Town shall be responsible for acquiring the easements at its sole cost. The Town acknowledges and agrees that if the map revisions indicate the passage on, over, through or under Town-owned property, the Town shall grant the necessary easements at no cost to the Authority. The County agrees to provide similar support with respect to those portions of the Phase 4 Extension located outside of the Town's corporate limits.

Article 5 - Maintenance

5.1. Conditions. The provisions of this Article 5 are conditioned upon the Authority's election to proceed with the construction of the Phase 4 Extension as a turnpike project; provided, however, that all provisions regarding "Phase 4 Frontage Roads," as defined in Section

5.2, shall apply with respect to the East Service Road, regardless of whether the Authority elects to proceed with the other elements of the Phase 4 Extension.

5.2. **Summary of Terms and Maintenance Obligations.** The East Service Road and all other subsequent service or frontage roads comprising part of the Phase 4 Extension are hereinafter referred to as the "Phase 4 Frontage Roads." The northbound and southbound turnpike main lanes, together with all ramps extending to or from said lanes up to their gore nose or intersection with the applicable Phase 4 Frontage Roads or other streets, are hereinafter referred to as the "Turnpike Lanes"; the portion of the Phase 4 Extension right-of-way on which the Turnpike Lanes are situated is referred to as the "Turnpike Lanes Area"; and the remaining portion of the Phase 4 Extension right-of-way is hereinafter referred to as the "Phase 4 Frontage Roads Area." Generally, the Authority shall be responsible for the operation, maintenance, policing, regulation and repair of the Turnpike Lanes, and the Town or the County, as applicable, shall be responsible for the operation, maintenance, policing, regulation and repair of the Phase 4 Frontage Roads, all as more specifically set forth in Sections 5.3 and 5.4 below. The maintenance provisions of this Agreement shall apply to those portions of the Turnpike Lanes Area adjoining Phase 4 Frontage Roads Area and/or rights-of-way comprising the Phase 4 Extension and situated within either the Town's corporate limits or the County's jurisdictional limits.

5.3. **Authority Maintenance Responsibilities.** With respect to the Phase 4 Extension, the Town, the County and the Authority acknowledge and agree that the Authority has the responsibility to:

- (a) Maintain all the Phase 4 Extension improvements, including but not limited to the performance of all mowing, snow/ice control, and the collection and removal of debris, within the limits of Turnpike Lanes Area.
- (b) Maintain all improvements constructed by the Authority as a part of the Phase 4 Extension exit and entrance ramps within the limits extending from the Turnpike Lanes Area to the ramp gore nose at the applicable Phase 4 Frontage Road.
- (c) Repair and maintain all soundwalls, screen walls, retaining walls and similar structures within the limits of the Turnpike Lanes Area.
- (d) Maintain the fence and guardrail, if any, placed along and between the Turnpike Lanes Area and the Phase 4 Frontage Roads Area used to protect ramp toll plazas.
- (e) Maintain all the Phase 4 Extension illumination structures, including under-bridge luminaires, but specifically excluding all Phase 4 Frontage Road illumination and street intersection illumination.
- (f) Maintain complete bridge structures that carry the Turnpike Lanes over the Town's or the County's streets.
- (g) Maintain structural bridge components carrying the Town's or the County's streets over the Turnpike Lanes.
- (h) Maintain all the Phase 4 Extension trailblazers, "Left Lane Must Enter Turnpike," "No Pedestrians, Bicycles or Motor Driven Cycles," and similar signs regarding the Phase 4 Extension within the corporate limits of the Town or the jurisdictional limits of the County.

(i) License, permit, and regulate utility construction and maintenance along and across the Turnpike Lanes Area.

The Authority acknowledges and agrees that, save and except for fire, "haz-mat," and EMS response, the Town and the County shall have no responsibility or obligation to operate, maintain, police, regulate and provide public safety functions for the Turnpike Lanes and/or with respect to the Turnpike Lanes Area.

5.4. Town and County Maintenance Responsibilities. With respect to the Phase 4 Extension, the Town, the County and the Authority acknowledge and agree that the Town (only with respect to the following obligations relating to services, structures or property within the Town's corporate limits) or the County (only with respect to the following obligations relating to services, structures or property within the jurisdictional limits of the County), as applicable, has the responsibility to operate, maintain, police, regulate and provide public safety functions for the Town's streets or the County's roads over and under the Turnpike Lanes (but not including the Turnpike Lanes) and for the Phase 4 Frontage Roads situated within the corporate limits of the Town or the jurisdictional limits of the County, said responsibilities to include the following:

(a) Repair and maintain all the Town's streets or the County's roads over and under the Turnpike Lanes and all Phase 4 Frontage Roads, including all traffic signal systems, luminaires, other illumination structures, and foundations therefor.

(b) Repair and maintain all storm water conduits and receivers, both open and closed, on, along and across the Phase 4 Frontage Roads Area and maintain any drainage, utility, right-of-way or other easements situated thereon for the purpose of serving the Phase 4 Extension.

(c) Repair and maintain all soundwalls, screen walls, retaining walls and similar structures within the Phase 4 Frontage Roads Area.

(d) Maintain all unpaved Phase 4 Extension right-of-way areas not otherwise identified herein as a responsibility of the Authority.

(e) Keep the vegetation mown, maintain all landscaping and irrigation systems, and remove, collect and dispose of unauthorized signs, debris and trash accumulated in the Phase 4 Extension right-of-way areas not otherwise identified herein as a responsibility of the Authority.

(f) Maintain and, as necessary, modify guardrail and fences, if any, along the Phase 4 Frontage Roads and the Town's streets or the County's roads crossing over and under the Turnpike Lanes.

(g) Maintain and, as necessary, modify or supplement all traffic regulatory and directional signs and all pavement traffic markings on the Phase 4 Frontage Roads and on the Town's streets or the County's roads over and under the Turnpike Lanes, except Phase 4 Extension trailblazers, "Left Lane Must Enter Turnpike," "No Pedestrians, Bicycles or Motor Driven Cycles," and similar signs regarding the Phase 4 Extension.

(h) Furnish all policing, sweeping, flushing, snow/ice control services (as the Town or County determines to be appropriate) and other public safety services on the Phase 4 Frontage Roads and on the Town's streets or the County's roads crossing over and under the Turnpike Lanes.

(i) License, permit, and regulate all driveway and street connections to the Phase 4 Frontage Roads, and otherwise maintain proper control of access in relation to ramps to and from the Turnpike Lanes.

(j) Provide fire, "haz-mat," and EMS response for the Turnpike Lanes and the Phase 4 Frontage Roads.

The Town and the County acknowledge and agree that the Authority shall have no responsibility or obligation to operate, maintain, police, regulate and provide public safety functions for the Phase 4 Frontage Roads and/or with respect to the Phase 4 Frontage Roads Area.

5.5. Soundwall Maintenance. The Town agrees to maintain and repair all soundwalls, screen walls, retaining walls or similar structures associated with the Phase 4 Extension that are not located within the Turnpike Lanes Area but are within the corporate limits of the Town, and the County agrees to provide said maintenance and repair for all such structures outside the Town's corporate limits and within the County's jurisdiction.

Article 6 - General Provisions

6.1. Term of Agreement. The term of this Agreement shall commence on the effective date set forth above and end on the earlier to occur of (a) the complete performance by the parties hereto of all provisions of this Agreement or (b) upon determination by the Authority of the non-feasibility of the Phase 4 Extension. If the Authority determines in its sole discretion that it would not be feasible to continue with the evaluation, planning or construction of the Phase 4 Extension, the Authority shall notify the Town and the County in writing of its intent to terminate this Agreement, which shall become effective immediately upon the Town's and the

County's receipt of said notification. Notwithstanding the foregoing, the provisions of Section 6.8 hereof shall remain in full force and effect notwithstanding any such termination.

6.2. **Service Roads.** The Authority has no obligation of any kind to design, construct or operate service, frontage or access roads in connection with the Phase 4 Extension. The Town or the County shall be responsible for designing, constructing and maintaining at its sole expense any underpass U-turns and U-turn deceleration lanes along any Phase 4 Frontage Road, provided that to the greatest extent practicable, the Authority shall design and construct bridges for the Phase 4 Extension so as to accommodate said lanes. The Town or the County, as applicable, shall ensure that the design and construction of such facilities will not delay or impede any phase of the construction of the Phase 4 Extension or the subsequent operation thereof. The Town and the County further agree that any Phase 4 Frontage Roads will not be operated or maintained in such a manner so as to impede access to or egress from the Turnpike Lanes, and, without limiting the foregoing, in exercising its authority to license, permit and regulate driveway permits for the Phase 4 Frontage Roads, the Town and the County shall maintain control of access consistent therewith and with all other applicable terms of this Agreement.

6.3. **Cross Streets or Roads.** If the Town or the County desires at any time to construct or modify a cross street or road over or under the Phase 4 Extension, it shall contact the Authority and thereafter take all steps the Authority reasonably deems necessary or desirable to ensure that the design, construction, maintenance, and operation of the cross street or road does not impair or interfere with the design, construction, operation or maintenance of the Phase 4 Extension. The Town or the County shall submit the plans for any such proposed cross street or road to the Authority for the Authority's review, and the applicable construction contract shall

not be let unless and until the Authority approves the plans in writing. Thereafter, the cross street or road shall be constructed in accordance with the approved plans and the Authority shall have the right to make such inspections and testing it desires to confirm same. Without limiting the foregoing, the Town or the County, as applicable, at its sole expense shall cause any cross street or road to be designed and constructed to accommodate the profile grade design of the Phase 4 Extension. The Town or the County, as applicable, also shall cause its staff and consultants to meet and communicate with the Authority regularly during the design and construction phases of any cross street or road, and the Authority shall reasonably cooperate and with the Town or the County in advancing the design and construction of any cross street or road complying with the provisions of this Section 6.3.

6.4. Subsequent Agreements. Upon completion of the Studies, if the Authority determines, in its sole discretion, that the Phase 4 Extension is feasible as a turnpike project, the Town and the County agree to enter into such agreement(s) with the Authority as may be necessary for the construction, operation and maintenance of the Phase 4 Extension (whether one or more, the "Subsequent Agreements"). The Subsequent Agreements may, among other things, (a) specify the final alignment of and/or final schematics for the Phase 4 Extension and (b) more precisely delineate cost sharing between the parties, responsibilities for property acquisition and transfer, responsibilities for construction, operation and maintenance of the Phase 4 Frontage Roads, interchanges, traffic control devices (including specific project limits), details and timing regarding the relocation of utilities, and such other terms as may be appropriate to ensure the physical and fiscal integrity of the Phase 4 Extension. Although the precise terms of the Subsequent Agreements shall be negotiated at a later time, none of those terms shall conflict with

any provision of this Agreement, absent the specific agreement of the parties to the contrary, and all such Subsequent Agreements otherwise shall be consistent with the provisions hereof.

6.5. Control of Authority Facilities and Operations; Nonapplicability of Certain Town and County Codes. The Town and the County acknowledge and agree that the Authority is not subject to any zoning, building and development codes and/or ordinances promulgated and enforced by the Town or the County, and that the Town and the County shall not assess against the Authority any development, impact, license, zoning, permit, building, connection or construction fee(s) of any kind with respect to the construction or operation of the Phase 4 Extension. The Town and the County acknowledge that as a result of federal and/or state regulations, traffic control concerns, work sequencing or weather-related issues or general scheduling matters, the Authority may be required to perform construction activity at night, and the Town and the County agree to accommodate and support such activity, if necessary, upon receiving reasonable prior notice thereof by the Authority. Notwithstanding the foregoing, the Authority agrees that it shall comply with all national building codes with respect to its design and construction of buildings which are not distinctive to the Authority's statutory purpose of constructing and operating turnpike projects. By way of example, not limitation, the Authority shall comply with said codes with respect to administrative buildings, but not toll plazas.

6.6. Storm Water Permitting. The Town will permit the Authority to connect to the Town's municipal separate storm sewer and storm water drainage systems (the "MS4"), if any, and the Town will provide easements and other interests and make such enlargement or other betterment work required for the efficient discharge of project storm water from the Phase 4 Extension. If the Authority must seek permitting for storm water discharges or outfalls, the Town

agrees, at the Authority's option, to either (1) include the Authority as a co-permittee in the Town's MS4 storm water permit applications or (2) provide the information and assistance necessary to allow the Authority to seek an individual permit for the MS4 operated by the Authority within the corporate limits of the Town. If the Authority is unable to permit individually, the Town will submit all permits and conduct all storm water quality testing and reporting, and the Authority shall reimburse the Town for all additional actual costs that result. At the Town's request, the Authority will provide the Town with technical information and assistance required to prepare the applications. Whether an individual or co-permit is obtained, the Town and the Authority agree as follows:

(a) The Authority will be responsible for the construction, operation, maintenance and inspection of the MS4s it owns within the Turnpike Lanes Area unless otherwise provided in a separate agreement with the Town. The Town shall be responsible for the construction, operation, maintenance and inspection of the MS4s it owns.

(b) Each party will submit its own proposed storm water management program as part of its MS4 permit application and will be responsible for implementing the program on the MS4 for which it is the operator and for complying with the conditions of its storm water permit relating to the program.

(c) Each party will implement procedures to investigate, detect and abate unlawful discharges and improper disposal into the MS4s that each party operates. If discharges to the MS4 operated by the Authority are involved, the Town and the Authority shall consult with each other on water quality problems attributable to third

parties, and will coordinate efforts to initiate a mutually acceptable response to minimize or eliminate the water quality problem. At the Authority's request, the Town will enforce the Town's regulations regarding the contribution of pollutants to the MS4 caused or occurring within the Authority's right-of-way, provided that the Authority's right to abate or otherwise regulate the same third-party conduct shall not be affected thereby.

(d) The Authority will use reasonable efforts to control pollution in storm water that originates on the Authority's right-of-way, as required by the conditions of its MS4 storm water permit. The Town will use reasonable efforts to control pollution in storm water discharged onto the Authority's right-of-way, as required by the conditions of its MS4 storm water permit.

(e) Each party will promptly notify the other if it knows of a release of oil or a hazardous substance in an amount that may be harmful and that may be introduced into the other party's MS4.

(f) After reasonable notice to and approval by the Authority and subject to safety and traffic-control measures required by the Authority in response to such notice, the Town may enter the Authority's right-of-way to conduct inspections reasonably related to monitoring compliance with storm water pollution laws by parties other than the Authority. Without limiting the foregoing, any activity performed by the Town, its agents, employees or contractors on the Authority's right-of-way shall comply with all applicable local, state and federal laws and regulations.

(g) The Authority may incorporate into its MS4 permit applications and reports the results of the Town's tests conducted in connection with its MS4 storm water

permits, including “wet-weather” monitoring results (whether under the wet-weather monitoring program coordinated by the North Central Texas Council of Governments or otherwise) and “dry-weather” field screening.

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

6.7. **Billboards** With respect to billboards or similar outdoor signs within the Turnpike Lanes Area, the Authority shall follow its policy expressed in Resolution No. 98-048, dated July 24, 1998, of removing all existing billboards and similar outdoor signs when acquiring real property and terminating all leases and other instruments pertaining thereto, to the greatest extent practical and permissible under applicable law. The Town and the County agree to cooperate with the Authority to prohibit and eliminate the presence of billboards or other similar outdoor signs that would or could be visible from the traveled portion of the Phase 4 Extension. The Town and the County shall be solely responsible for (a) the removal of any billboards and similar outdoor signs situated within that portion of the Phase 4 Extension right-of-way the Town and/or the County acquire and convey to the Authority pursuant to Article 1, (b) any related relocation costs and other consideration, and (c) the removal of other billboards and similar outdoor signs to the greatest extent practical and permissible under applicable laws. The Authority, the Town and the County agree that, to the extent permitted by law, neither party shall consent to or permit the future construction or installation of billboards or similar outdoor signs on, or visible from, the Phase 4 Extension right-of-way.

6.8. **No Liability** Nothing in this Agreement shall be construed to place any liability on the Town, the County, the Authority, the Authority's General Engineering Consultant or any of the Authority's, the Town's or the County's respective employees, consultants, contractors, agents, servants, directors or officers for any alleged personal injury or property damage arising out of the Phase 4 Extension evaluation, design, construction or operation, or for any alleged personal injury or property damage arising out of the Town's or the County's operation, policing, regulation, maintenance or repair of the Phase 4 Frontage Roads, the Phase 4 Frontage Roads Area or the Town's streets or the County's roads connecting to or crossing the Phase 4 Extension. Furthermore, it is not the intent of this Agreement to impose upon the Town, the County or the Authority any liability for any alleged injury to persons or damage to property arising out of any matters unrelated to the terms of this Agreement or with respect to any actions undertaken by any consultant or contractor employed or engaged by the Authority, the Town or the County. Nothing herein shall be construed as a waiver of any rights which may be asserted by the Town, the County, the Authority, and/or their officials, including the defense of governmental immunity, official immunity or qualified immunity.

6.9. **Financing**. If its feasibility as a turnpike project is established, the Authority intends to finance the design and construction of the Phase 4 Extension with proceeds from the issuance of commercial paper, the sale of one or more series of revenue bonds and/or other financing, which bonds or other products also may include amounts for refunding all or certain Dallas North Tollway System revenue bonds previously issued by the Authority (collectively, the "Financing"). In addition to the conditions described in Section 6.10 below, all of the Authority's obligations regarding the construction of the Phase 4 Extension are contingent and

conditioned upon the successful issuance and sale of said commercial paper, revenue bonds or other actions pertaining to the Financing and the Authority's receipt of the proceeds from the Financing. If reasonably requested by the Authority, the Town and the County shall promptly cooperate with the Authority by providing assurances or other information necessary for obtaining the Financing, including assurances and information contained in any official statement or similar document issued for the Financing, provided that said assurances and/or information are, in the Town's or the County's reasonable judgment (as applicable), consistent with the provisions of this Agreement. Copies of this Agreement will be provided to, and reviewed and relied upon by, underwriters, investment bankers, brokerage firms and similar parties in connection with the provision of the Financing.

6.10. Conditioned on Feasibility. The Town and the County acknowledge that the Authority must establish the feasibility of the Phase 4 Extension as a turnpike project before the Authority can commit to design, construct and operate that project in accordance with the Regional Tollway Authority Act. Consequently, unless and until said feasibility is established, this Agreement creates no obligations on behalf of the Authority with respect to the ultimate construction, operation and/or maintenance of the Phase 4 Extension.

Article 7 - Miscellaneous

7.1. Notices

In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given (a) when delivered in hand, (b) one (1) business day after being deposited with a reputable overnight air courier service, or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt

requested, postage prepaid, and, in all events, addressed as follows:

In the case of the Town:

Town of Prosper
Attn: Town Administrator
113 W. Broadway
Prosper, Texas 75078

In the case of the County:

County of Collin	and	County of Collin
Attn: County Judge		Attn: Director of Engineering
Courthouse, Suite 626		825 N. McDonald Street
210 S. McDonald Street		McKinney, Texas 75069
McKinney, Texas 75069		

In the case of the Authority:

By hand delivery or air courier:

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

By mail:

North Texas Tollway Authority
Attn: Jerry Hiebert, Executive Director
P.O. Box 260729
Plano, Texas 75026

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

7.2. Relationship of the Parties; No Joint Enterprise. Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or by any third party as

creating, (a) the relationship of principal and agent, partnership or joint venture between the Town, the County and the Authority or (b) a joint enterprise between the Town, the County, the Authority and/or any other party. Without limiting the foregoing, the purposes for which the Town, the County and the Authority have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control among the parties hereto.

7.3. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors. Neither the Town, the County nor the Authority shall assign, sublet or transfer its respective interests in this Agreement without the prior written consent of the other parties to this Agreement, unless otherwise provided by law.

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

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

7.6. **Limitations.** All covenants and obligations of the Town, the County and the Authority under this Agreement shall be deemed valid covenants and obligations of said entities,

and no officer, director, or employee of the Town, the County or the Authority shall have any personal obligations or liability hereunder.

7.7. **Sole Benefit.** This Agreement is entered into for the sole benefit of the Town, the County, the Authority and their respective successors, and nothing in this Agreement or in any approval subsequently provided by any 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.

7.8. **Authorization.** Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Agreement. Each signatory on behalf of the Town, the County and the Authority, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

7.9. **Choice of Law; Venue.** The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas, and exclusive venue for any legal actions arising hereunder shall be in Collin County, Texas.

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

7.11. **Waiver.** No delay or omission by any party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any

of the parties hereto of any of the covenants, conditions or agreements to be performed by any other party or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day above stated.

THE TOWN:

TOWN OF PROSPER

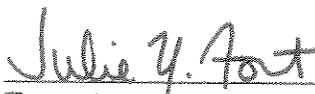
ATTEST:


Town Secretary

By: 
Charles Niswanger, Mayor

Town Controller

APPROVED AS TO FORM:


Town Attorney

THE COUNTY:

COUNTY OF COLLIN

ATTEST:


Name: Kimberly M. Sheldon
Title: Assistant to County Judge

By:


Name: RON HARRIS
County Judge

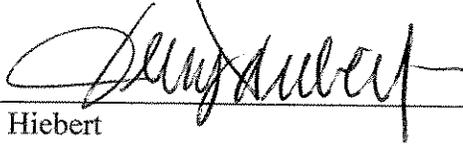
APPROVED AS TO FORM:

NOT APPLICABLE
County Attorney

ATTEST:


Ruby Franklin
Secretary

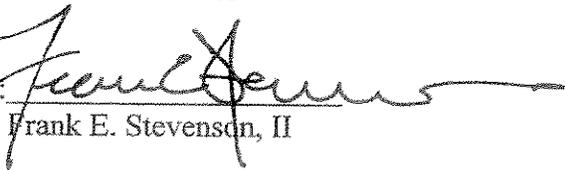
NORTH TEXAS TOLLWAY AUTHORITY,
a regional tollway authority


Jerry Hiebert
Executive Director

Date: June 30, 2004

APPROVED AS TO FORM:

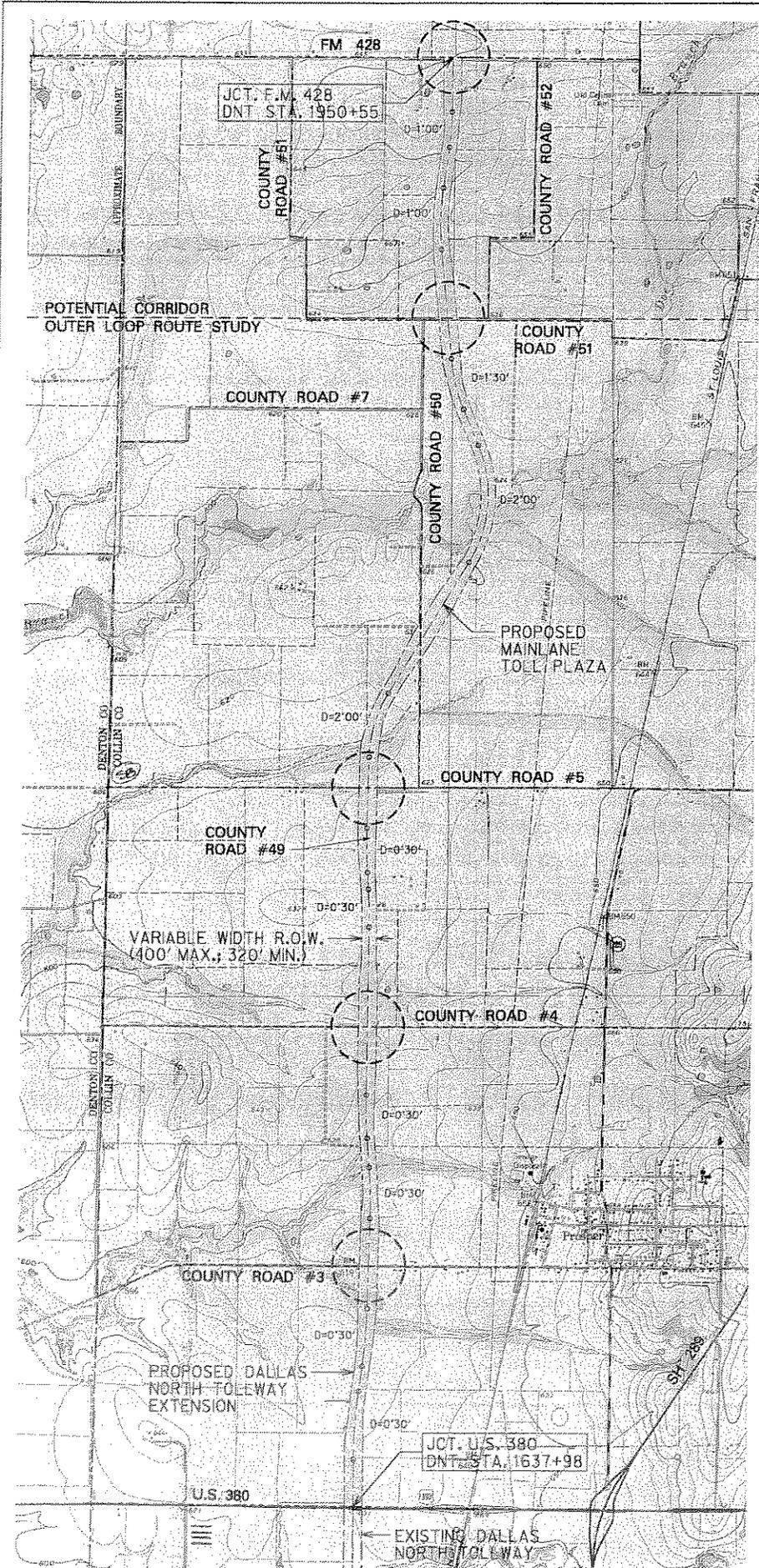
Locke Liddell & Sapp LLP

By: 
Frank E. Stevenson, II

Attachment 1

The Limits of the Phase 4 Extension

(see attached page)



LEGEND

-  DIAMOND TYPE, GRADE SEPARATED INTERCHANGE
-  APPROXIMATE FEMA FLOOD PLAIN LIMITS



EXHIBIT 'A'
DALLAS NORTH TOLLWAY
EXTENSION

US 380 TO FM 428
 COLLIN COUNTY, TEXAS
 CITIES OF PROSPER & CELINA

HALFF ASSOCIATES, INC.

THE STATE OF TEXAS

AGREEMENTS
INTERLOCAL AGREEMENT
NTTA / TOWN OF PROSPER
PHASE 4 – EXTENSION OF THE
DALLAS NORTH TOLLWAY
ENGINEERING

COUNTY OF COLLIN

On November 11, 2003, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of an Interlocal Agreement with the North Texas Tollway Authority and the Town of Prosper for Phase 4 of the extension of the Dallas North Tollway.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Agreement with the North Texas Tollway Authority and the Town of Prosper for Phase 4 of the extension of the Dallas North Tollway. Same is hereby approved in accordance with the attached documentation.



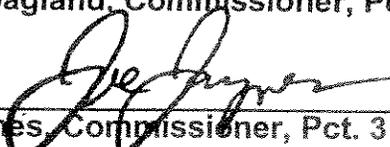
Ron Harris, County Judge



Phyllis Cole, Commissioner, Pct. 1

- No Vote -

Jerry Hoagland, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



Jack Hatchell, Commissioner, Pct. 4

ATTEST:

Brenda Taylor, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S