

**AGREEMENT REGARDING
ELEMENTS OF DALLAS NORTH TOLLWAY, PHASE 4A EXTENSION**

THIS AGREEMENT REGARDING ELEMENTS OF DALLAS NORTH TOLLWAY, PHASE 4A EXTENSION (the “Agreement”), is entered into by and between the **TOWN OF PROSPER**, a municipal corporation organized and existing under the laws of the State of Texas (the “Town”), and the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and a political subdivision of the State of Texas (“NTTA”) to be effective as of the ____ day of _____, 2023 (the “Effective Date”). The Town and NTTA are sometimes referred to in this Agreement collectively as the “Parties,” and individually as a “Party.”

R E C I T A L S

WHEREAS, NTTA is authorized to study, evaluate, design, acquire, construct, maintain, repair, and operate turnpike projects pursuant to Chapter 366 of the Texas Transportation Code, and NTTA has constructed and operates a turnpike project known as the Dallas North Tollway (“DNT”), which extends from near downtown Dallas in Dallas County northward into Collin County; and

WHEREAS, NTTA has completed corridor planning for a proposed extension of the DNT as a toll project from the DNT’s current terminus south of U.S. 380 northward to F.M. 428 in Collin County, a distance of approximately six miles, to be known as the Dallas North Tollway Extension Project, Phase 4A (the “Phase 4A Extension”), as depicted on Exhibit A; and

WHEREAS, the southern-most three (3) miles of the Phase 4A Extension are within the corporate limits of the Town; and

WHEREAS, NTTA, the Town, and Collin County have determined that the Phase 4A Extension is in the best interest of their citizens, and the Town Council of Prosper and the Commissioners Court of Collin County have passed resolutions requesting that NTTA pursue joint efforts with the Town and the County to evaluate, plan, and develop the Phase 4A Extension; and

WHEREAS, the tolled main lanes of the Phase 4A Extension will be located between the existing northbound and southbound lanes of Dallas Parkway, which will serve, respectively, as northbound and southbound service roads for the tolled main lanes of the Phase 4A Extension; and

WHEREAS, the Town, Collin County, and NTTA have entered into that certain “Interlocal Agreement By and Among the Town of Prosper, the County of Collin, and the North Texas Tollway Authority Regarding the Phase 4A Extension of the Dallas North Tollway” dated October 21, 2003 (the “ILA”), outlining the rights and obligations of the Town, County, and NTTA regarding the Phase 4A Extension (said Phase 4A Extension being referred to in the ILA as the “Phase 4 Extension”); and

WHEREAS, in response to progress made after the execution of the ILA in defining certain elements of the Phase 4A Extension, NTTA and the Town drafted a Memorandum of

Understanding documenting their intentions regarding those elements within the jurisdictional limits of the Town;

WHEREAS, such Memorandum of Understanding was never executed, but the terms thereof that continue to reflect the Parties' intentions are incorporated into this Agreement; and

WHEREAS, the Town and NTTA are now ready to formalize their agreements regarding the design, construction, and payment of costs of certain elements of the Phase 4A Extension, as described below in this Agreement; and

WHEREAS, because nothing in this Agreement affects Collin County, in lieu of amending the ILA, the Parties have elected to enter into this two-party Agreement, which serves as a "Subsequent Agreement" contemplated by Section 6.4 of the ILA;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Town and NTTA hereby agree as follows:

1. Defined Terms. Capitalized terms used in this Agreement that are not expressly defined herein will have the meanings given to those terms in the ILA.

2. Braided Ramps Over U.S. 380. At the Town's request, NTTA designed and constructed a pair of "braided" entrance and exit ramps in both the northbound and southbound directions between U.S. 380 and the future Godwin Parkway. In each direction, such braided ramps are composed of two ramps that cross each other at different grades (collectively, the "Braided Ramp Pairs"). The northbound exit and the southbound entry ramps of the Braided Ramp Pairs are tolled and open to traffic.

(a) **Increased Costs.** As used in this Agreement, "increased costs" are those costs NTTA incurred in connection with the Braided Ramp Pairs that exceeded the costs NTTA would have incurred if the applicable entrance and exit ramps had been constructed entirely at existing grade level. Such amounts include, but are not limited to, increased costs of: schematic and final engineered design plans and specifications; construction; adjustment and relocation of exiting utilities; design and construction of new utilities (including sleeves for future utility installations if requested by the Town); land surveying; and permit acquisitions that NTTA determined to be necessary or advisable in connection with the design and construction of the Braided Ramp Pairs.

(b) **Town Responsible for Increased Costs.** The Town hereby agrees to pay promptly upon receipt of an invoice from NTTA, which will be issued upon the execution of this Agreement by the Parties, increased costs for the design and construction of the Braided Ramp Pairs in the amount of \$7,671,184.83. The Town's commitment to bear the increased costs resulting from the Braided Ramp Pairs as set forth in this section shall not impair, diminish, or otherwise affect any other obligations for which the Town is responsible under the ILA. The reimbursement shall be paid in three equal amounts of \$2,557,061.61 over the next three fiscal years beginning on October 1, 2023 upon receipt of an invoice from NTTA. Subsequent payments shall be due on October 1, 2024 and October 1, 2025 upon receipt of an invoice from NTTA.

3. Godwin Parkway. The Town has included on its thoroughfare plan a future road designated as Godwin Parkway, which shall be located generally as shown on Exhibit A, and which shall be designated as a “Phase 4A Extension overpass location” under the ILA. Notwithstanding that Godwin Parkway is not within the project limits of the Phase 4A Extension as originally defined under the ILA, all provisions in the ILA applicable to Phase 4A Extension overpasses, including, but not limited to, utility-clear zones described in Section 2.3 of the ILA, shall be applicable to Godwin Parkway. The Authority shall bear the costs associated with designing and constructing the tolled main lanes of the Phase 4A Extension as an overpass over Godwin Parkway.

4. U-Turns Frontage Road Widening. The ILA provides that NTTA has no obligation to design, construct, or operate service, frontage, or access roads in connection with the Phase 4A Extension and that the Town and/or County shall be responsible for designing, constructing, and maintaining U-turns and U-turn deceleration lanes along any Phase 4A Frontage Road. However, the Town has requested NTTA to design and construct the U-turns, additional Frontage Road lanes, and other related improvements, which are described on Exhibit B attached to this Agreement (collectively, the “Town-Requested Facilities”). NTTA has agreed to design and construct the Town-Requested Facilities at the Town’s sole cost and expense and subject to the other terms and conditions of this Agreement. NTTA’s obligations regarding the Town-Requested Facilities are conditioned on the design, construction, and operation of Town-Requested Facilities not causing any delay or impede NTTA’s design, construction, operation, or maintenance of the Phase 4A Extension or increasing NTTA’s costs thereof or demanding additional resources of NTTA therefor. NTTA will give the Town a reasonable opportunity to review and comment on plans for the Town-Requested Facilities. As of the Effective Date, NTTA estimates the cost of design and construction of the Town-Requested Facilities to be Five Million Five Hundred Thousand Dollars (\$5,500,000.00). The Town acknowledges and agrees that such amount is an estimate only, not a limitation on the Town’s obligation to pay the full direct and indirect cost and expense of the design and construction of the Town-Requested Facilities. The Town’s commitment to bear the costs associated with the Town-Requested Facilities as set forth in this section shall not impair, diminish, or otherwise affect any other obligations for which the Town is responsible under the ILA. NTTA estimates the completion of all improvements to occur in Fiscal Year 2027.

5. Design of Phase 4A Extension. The Town acknowledges and agrees that the Phase 4A Extension shall be designed and constructed in accordance with NTTA’s standard Design Guidelines.

6. Effect of Agreement. Except for the agreements contained in Section 4 concerning the Town-Requested Facilities, nothing in this Agreement amends or supersedes the ILA, which the parties agrees is otherwise in full force and effect according to its terms.

7. Relationship of the Parties; No Joint Enterprise. Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or by any third party as creating, (1) the relationship of principal and agent, partnership, or joint venture between NTTA and the Town, or (2) a joint enterprise between NTTA and the Town. Without limiting the foregoing, the purposes for which the Town and NTTA are entering 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.

8. Sole Benefit. This Agreement is entered into for the sole benefit of the Town and NTTA, and nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity, including, without limitation, the public in general.

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

10. Exhibits. Exhibits A and B attached to this agreement are hereby made a part of the Agreement for all purposes.

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

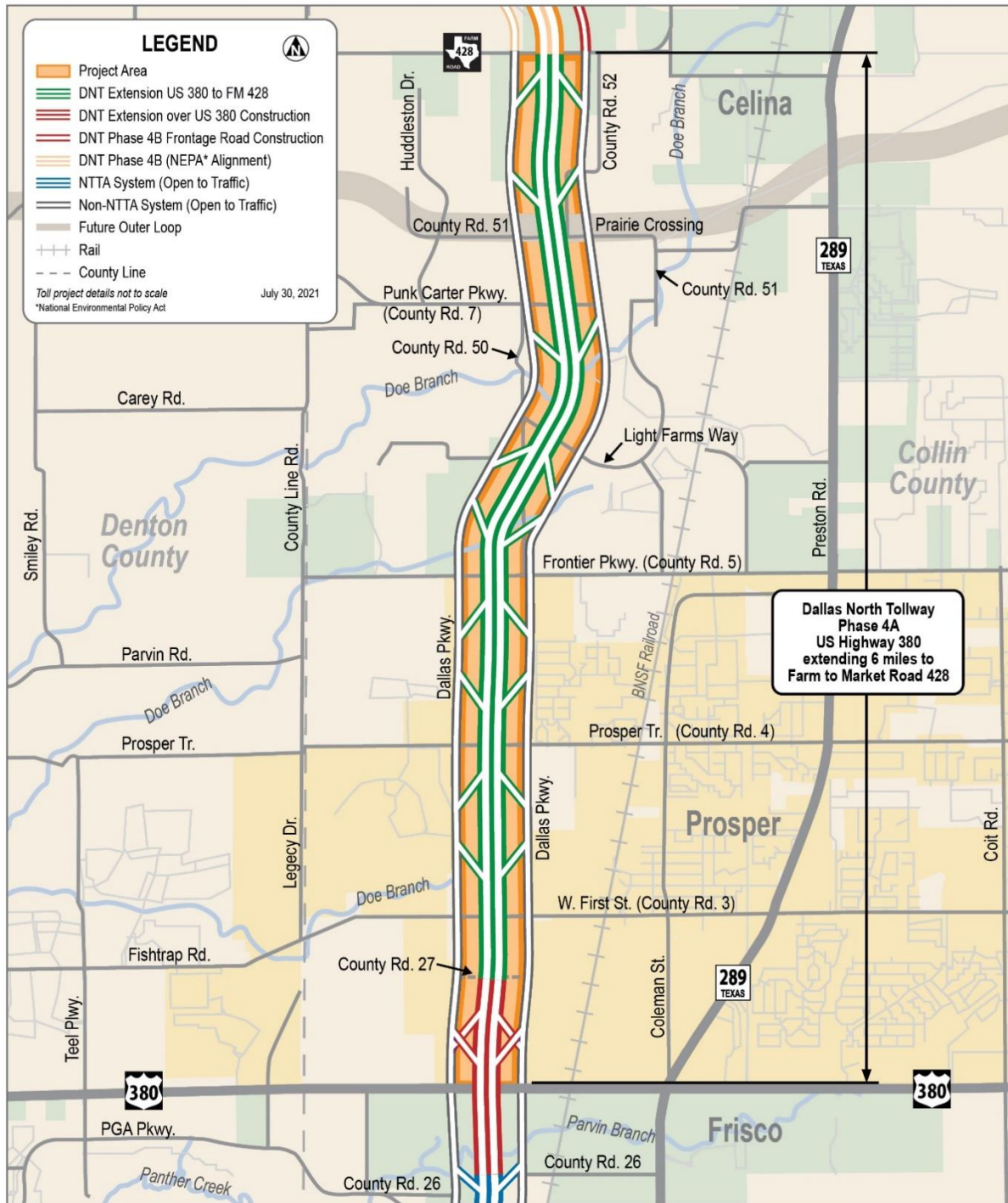
TOWN OF PROSPER

By: _____
Name: _____
Title: _____

NORTH TEXAS TOLLWAY AUTHORITY

James Hofmann, Executive Director

EXHIBIT A



**Dallas North Tollway (DNT) Phase 4A
Project Location Map**



EXHIBIT B

Town-Requested Improvements

US 380 to Godwin Parkway:

- NB frontage road widening (1 optional left turn/U-turn Lane – 810')
- 1 NB to SB Godwin Parkway Cross street U-Turn and 1 Cross Street Median
- SB frontage road widening (1 Thru lane – 565')

Godwin Parkway to First Street:

- NB frontage road widening (1 Thru lane – 1,073'; and 1 U-turn Lane – 198')
- 1 Cross Street Median
- SB frontage road widening (1 Thru lane – 1,145'; and 1 U-turn Lane – 320')
- 1 SB to NB Godwin Parkway Cross street U-Turn

First Street to Prosper Trail:

- NB frontage road widening (1 Thru lane – (1,350' + 1,027')= 2,377'; and 1 optional left turn/U-turn lane – 380')
- 1 NB to SB Prosper Trail Cross Street U-Turn and 1 Cross Street Median
- SB frontage road widening (1 Thru lane – (1,168' + 1,657')= 2,825'; and 1 optional left turn/U-turn lane – 456')
- 1 SB to NB First Street Cross Street U-Turn

Prosper Trail to Frontier Parkway:

- NB frontage road widening (1 Thru lane – (1,555' + 1,239')= 2,794'; 2 left turn lanes (415' Each)= 830'; and 1 U-turn lane – 565')
- 1 NB to SB Frontier Parkway Cross Street U-Turn and 1 Cross Street Median
- SB frontage road widening (1 Thru lane – (1,316' + 1,465')= 2,781'; and 1 U-turn lane – 354')
- 1 SB to NB Prosper Trail Cross Street U-Turn and 1 Cross Street Median

Additional Items:

- U-turn island treatments such as pavers, sidewalks and/or pedestrian ramps