

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT BETWEEN THE CITY OF CARROLLTON, TEXAS,
AND THE DENTON COUNTY FRESH WATER SUPPLY DISTRICT 1-A FOR
CONSTRUCTION OF CARROLLTON PARKWAY FROM THE INTERSECTION OF
FM 2281 TO A DISTANCE OF APPROXIMATELY 600 FEET EASTERLY.

This Interlocal Agreement for the construction of Carrollton Parkway from the intersection of FM 2281 to a distance of approximately 600 feet easterly (the "Agreement") is made and entered into by and between the City of Carrollton, Texas, a municipal corporation located in Dallas County, Texas ("Carrollton"); and the Denton County Fresh Water Supply District 1-A, ("District").

WHEREAS, the District is in the process of constructing a subdivision in Denton County known as Castle Hills and

WHEREAS, the said development will require the construction of the roadway infrastructure including a street called Windhaven and referred to as Carrollton Parkway with the city limits of Carrollton; and

WHEREAS, it is in the best interest of regional mobility for the intersection of Carrollton Parkway to align with a previously dedicated street ROW for Carrollton Parkway within Carrollton; and

WHEREAS, Chapter 791 of the Texas Govt. Code, as amended ("the Act"), provides authorization for municipalities to contract with one another for the performance of governmental functions and services under the terms of the Act, and

WHEREAS, it is mutually advantageous to the parties to enter into this Agreement:

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants, terms and conditions set forth herein, and the mutual benefits to each party, the receipt and sufficiency of which are hereby acknowledged, Carrollton, and District hereby contract, covenant, and agree as follows:

CARROLLTON

The City of Carrollton agrees as follows:

1. After receiving the ROW documents for District, Carrollton will use all reasonable methods (excluding the powers of eminent domain) to secure the necessary ROW from the property owner for the construction of Carrollton Parkway as shown in Exhibit A. The District shall not be obligated to use its power of eminent domain to secure the ROW.
2. Carrollton will fund the construction of Carrollton Parkway within the ROW acquired from the property owner, fund the closure of the median opening on FM 2281, and a new driveway, fence and entrance to the Nickel and Dime, Inc. from Carrollton Parkway.
3. Funding for all improvements constructed by the District will be subject to a Council authorized maximum limit of \$88,000.00 (eighty eight thousand dollars and no cents) as outlined in Exhibit B which will reimburse all costs to the District for the performance of this agreement on behalf of Carrollton and will be paid within 30 days of completion only after receiving adequate documentation of the expenses. Funds may be shifted from one individual section to another only with a written addendum as described in Miscellaneous Section Number 4.
4. District will begin construction Carrollton Parkway within 120 days from the conveyance of the ROW from the property owner.
5. Carrollton will be responsible for the relocation of the fence and the new entrance to the Nickel and Dime, Inc. from Carrollton Parkway.

DENTON COUNTY FRESH WATER SUPPLY DISTRICT 1-A

The District agrees as follows:

1. District will prepare the ROW documents for the portion of ROW currently within the corporate limits of Carrollton.
2. District will provide the engineering design for Carrollton Parkway including the design of the intersection of Carrollton Parkway and FM 2281 (Old Denton Road), the closure of the existing median opening of Old Denton Road opposite of the Nickel and Dimes, Inc. driveway, and the design of a new driveway and median opening to serve Nickel and Dimes, Inc. Provisions will be included for future signal construction at Carrollton Parkway and Old Denton Road.

3. District will fund the construction of Carrollton parkway within their ROW and the construction of the median opening on FM 2281 and Carrollton Parkway.
4. District will begin construction Carrollton Parkway within 120 days from the conveyance of the ROW from the property owner.
5. Notwithstanding any other provision of this agreement, the District will not fund any obligations assumed by Carrollton to Singer in regards to the acquisition of the ROW without those costs being fully funded by Carrollton.

MISCELLANEOUS PROVISIONS

1. The terms of this Agreement shall be perpetual.
2. It is agreed that District will not begin construction pursuant to this Agreement until the Agreement has been fully executed by all parties.
3. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.
4. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties.
5. This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed if such invalid, illegal or unenforceable provision had never been contained herein.
7. Any signal placed on FM 2281 must first meet the Texas MUTCD signal warrants and have the expressed written permission of the Texas Department of Transportation.
8. The obligations and undertakings of each of the parties to this Agreement are and shall be performable in Denton County, Texas.


District and Carrollton mutually agree to defend, indemnify and hold each other,

their officers, agents and employees, harmless against any and all claims, lawsuits, judgements, costs and expenses for personal injury, (including death), property damage or other harm for which recover of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by any negligent act or omission of District or Carrollton, its officers, agents, employees or contractors, as a result of this agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of District or Carrollton, their officers, agents, employees, or separate contractors, and in the event of joint and concurring negligence or fault of Carrollton and /or District, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the law of the State of Texas, without, waiving any governmental immunity available to Carrollton of District under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

December


Carrollton has executed this agreement pursuant to duly authorized city Council action on ~~November~~ 17, 2001. District has executed this agreement pursuant to approval by the Denton County Fresh Water Supply District 1-A Board of Directors on October 16, 2001.


CITY OF CARROLLTON, TEXAS


Leonard Martin, City Manager

ATTEST:

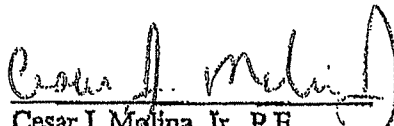
Approved as to form:


Pam Schmidt, City Secretary



Clayton Hutchins, City Attorney

Approved as to content:

By authority of Council Action Dated 12-11-01

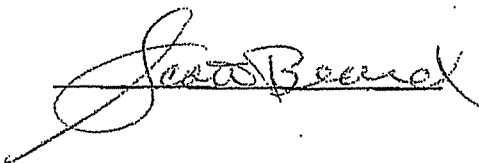

Cesar J. Molina, Jr., P.E.
Director of Transportation

DENTON COUNTY FRESH WATER SUPPLY DISTRICT 1-A


Gaylord O'Con
President


ATTEST:

Approved as to form:





Approved as to content:


Hal Jones, P.E.
Engineering Consultant

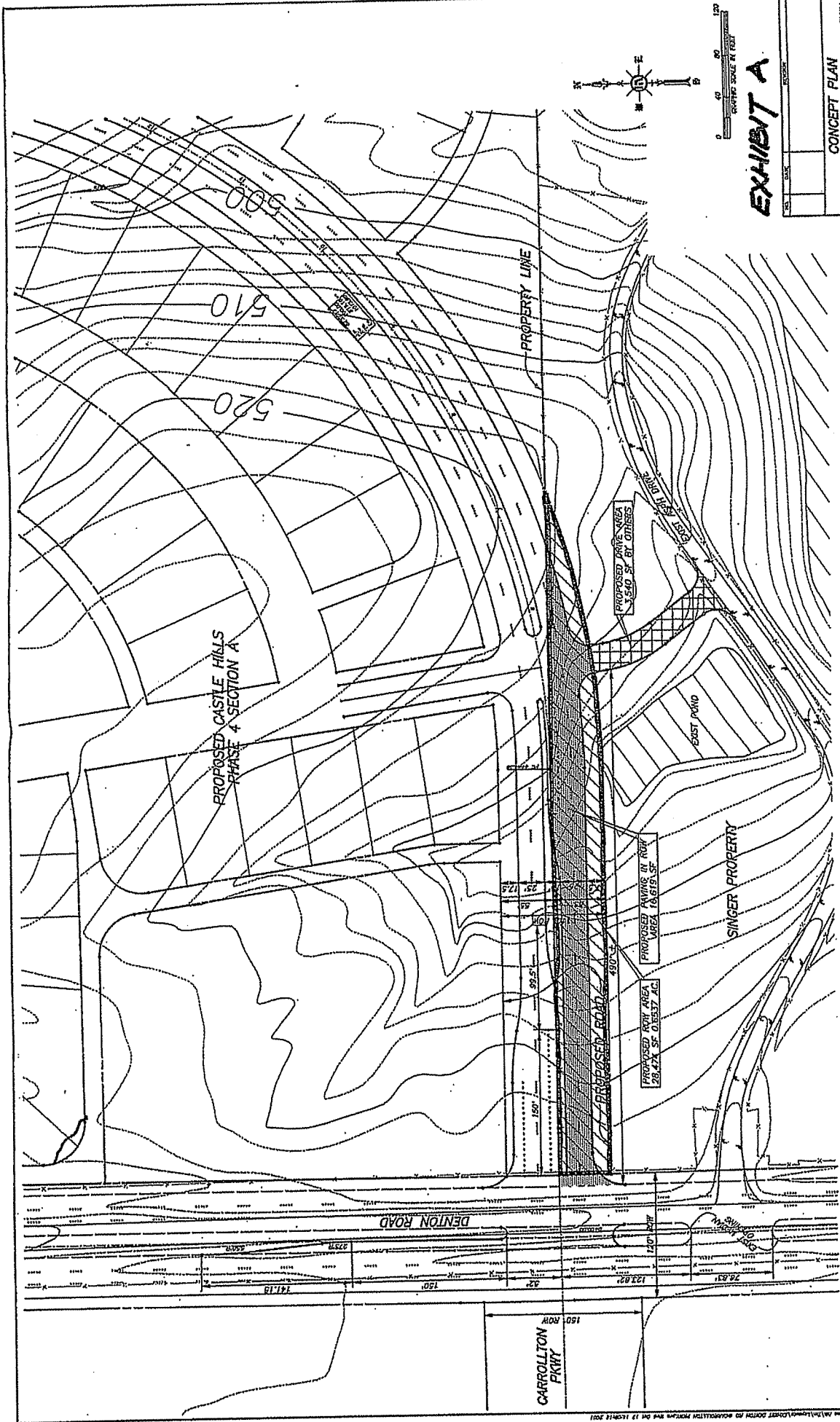


EXHIBIT A

CONCEPT PLAN
INTERSECTION OF DENTON RD AND CARROLLTON PKWY
CASTLE HILLS PHASE FOUR SECTION A
CITY OF LENOXVILLE, TEXAS

PREPARED BY: HARTER ASSOCIATES, TEXAS, LTD.
ENGINEER: [Signature]
DATE: [Date]
PROJECT NO.: [Number]
SCALE: [Scale]
DATE PLOTTED: [Date]
BY: [Name]

11/04/2024 10:14:41 AM - 11/04/2024 10:14:41 AM - 11/04/2024 10:14:41 AM - 11/04/2024 10:14:41 AM - 11/04/2024 10:14:41 AM

Exhibit B

Section A: Construction of Carrollton Parkway \$77,000

Includes building four thorough lanes plus intersection turning lanes (not all within the Carrollton property).

Section B: Closure of Existing Median Opening on FM 2281 \$11,000

Includes full depth saw cut and concrete removal.
Installation of new curb, placement of fill material and seeding of the median area.

TOTAL \$88,000

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ADDENDUM ONE

DATED: _____

INTERLOCAL AGREEMENT BETWEEN THE CITY OF CARROLLTON, TEXAS, AND THE DENTON COUNTY FRESH WATER SUPPLY DISTRICT 1-A FOR CONSTRUCTION OF CARROLLTON PARKWAY FROM THE INTERSECTION OF FM 2281 TO A DISTANCE OF APPROXIMATELY 600 FEET EASTERLY.

The following addendum is being made part of the existing agreement.

CARROLLTON

The City of Carrollton agrees as follows:

3. Funding for all improvements constructed by the District will be subject to a Council authorized maximum limit of \$ 93,600.00 (ninety three thousand six hundred dollars and no cents) as outlined in Exhibit B which will reimburse all costs to the District for the performance of this agreement on behalf of Carrollton and will be paid within 30 days of completion only after receiving adequate documentation of the expenses. Funds may be shifted from one individual section to another only with a written addendum as described in Miscellaneous Section Number 4.

DENTON COUNTY FRESH WATER SUPPLY DISTRICT 1-A

The District agrees as follows:

6. District will not close or impede the use of the median opening to FM 2281 until the new driveway servicing the Nickels and Dimes, Inc. is completed and access to Nickels and Dimes is unimpeded from Old Denton Road via the new Carrollton Parkway.
7. District will relocate, or cause to be relocated, the utility poles located within the ROW of Carrollton Parkway as depicted in Exhibit A. Four utility poles that were formerly within the property of Nickels and Dimes, Inc. property and wholly within the city of Carrollton will be relocated within Nickels and Dimes, Inc. property. The cost to relocated the four utility poles to Nickels and Dimes, Inc. property will be paid by Carrollton and is made part of the estimate outlined in Exhibit B.

Exhibit B

Section A: Construction of Carrollton Parkway \$ 82,600

Includes building four through lanes plus intersection turning lanes (construction is not all within the city of Carrollton but payment from city is only for the construction within city of Carrollton) and relocating four utility poles.

Section B: Closure of Existing Median Opening on FM 2281 \$ 11,000

Includes full depth saw cut and concrete removal.
Installation of new curb, placement of fill material and seeding of the median area.

TOTAL \$ 93,600

Improvements to Nickels and Dimes, Inc.

The following improvements are being done to the Nickels and Dimes, Inc.'s property, by the City of Carrollton at the City's sole expense and is being shown for informational purposes only:

- o Install 760 linear feet of fence on new property line equivalent to existing fence
- o Install electric gate at new driveway equivalent to the existing gate
- o Construct new asphalt driveway of equivalent size (depth and width) to existing driveway
- o Construct masonry work equivalent to entrance on FM 2281 \$ 38,000

The above improvements to the Nickels and Dimes Inc. property represent all of the compensation that the city of Carrollton will provide to the owners of Nickels and Dimes, Inc. in exchange for the ROW needed to complete Carrollton Parkway.

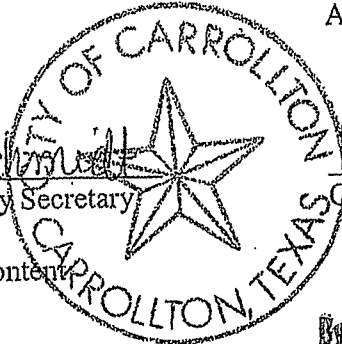
CITY OF CARROLLTON, TEXAS

Leonard Martin
Leonard Martin, City Manager

ATTEST:

Approved as to form:

Pamela Schmidt
Pam Schmidt, City Secretary



Clayton Hutchins
Clayton Hutchins, City Attorney

Approved as to content:

By authority of Council Action Dated 12-11-01:

Cesar J. Molina, Jr.
Cesar J. Molina, Jr., P.E.
Director of Transportation

DENTON COUNTY FRESH WATER SUPPLY DISTRICT 1-A

Gaylord O'Con
Gaylord O'Con
President

ATTEST:

Approved as to form:

[Signature] [Signature]

Approved as to content:

Hal B. Jones, P.E.
Hal Jones, P.E.
Engineering Consultant