



DALLAS/FORT WORTH INTERNATIONAL AIRPORT  
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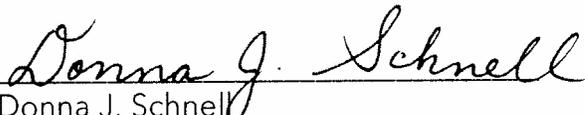
January 14, 2010

STATE OF TEXAS           §

COUNTY OF DALLAS       §  
COUNTY OF TARRANT   §

I, Donna J. Schnell, Board Secretary of the Dallas-Fort Worth International Airport Board, do hereby certify that the attached is a true and correct copy of Resolution No. 2010-01-020, approved by the Dallas-Fort Worth International Airport Board of Directors at its Board Meeting held on January 7, 2010.

WITNESS MY HAND AND SEAL OF THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD, this the 14<sup>th</sup> day of January, 2010.

  
Donna J. Schnell  
Board Secretary



**DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD  
OFFICIAL BOARD ACTION/RESOLUTION**

<b>Date</b> 01/07/2010	<b>Committee</b> Concessions/Commercial Development	<b>Subject</b> Land Conveyances to and Agreements with State of Texas Relating to DFW Connector Project	<b>Resolution #</b> 2010-01-020
<b>Action</b> That the Chief Executive Officer or designee be authorized to recommend that the City Councils of Dallas and Fort Worth: (1) convey 137.743+/- acres ("Fee Areas") to State of Texas, acting by and through the Texas Transportation Commission ("State"); (2) convey 0.50 +/- acres of perpetual easements ("Permanent Easement Areas") to State; and (3) approve and execute an Escrow Agreement between DFW Airport Board ("Board") and Cities of Dallas and Fort Worth, Texas ("Owner Cities") providing for deposit of funds for such conveyances into an escrow account pending determination of proper distribution. Also that the Chief Executive Officer or designee be authorized to approve and execute: (1) Escrow Agreement mentioned above; (2) an agreement between Board and Texas Department of Transportation ("TxDOT") or State (the "Improvements Agreement") obligating TxDOT or State to construct certain improvements on Fee Areas and fulfill certain other obligations; and (3) a separate agreement (the "North Entry Improvements Agreement") between Board and TxDOT or State obligating TxDOT or State to construct or reconstruct Airport Board improvements for Airport on that area generally located at north entry area of Airport ("North Entry Area") and fulfill other obligations; and (4) temporary licenses to TxDOT to allow TxDOT and third parties under TxDOT's direction and control immediate use of: (a) Fee Areas; (b) Permanent Easement Areas; (c) North Entry Area; and (d) various other parcels containing a total of 2.78 +/- acres adjacent to or near Fee Areas ("Temporary Use Areas").			
<b>Description</b>  <ul style="list-style-type: none"> <li>• See "Detail Information Sheet"</li> </ul>			
<b>Justification</b>  <ul style="list-style-type: none"> <li>• The DFW Connector Project will provide regional and Airport benefits, including: (1) improved regional mobility; (2) enhanced traffic flow and safety; (3) more predictable travel times; (4) access to undeveloped Airport land; and (5) preservation of air cargo access.</li> <li>• TxDOT requires immediate access to Fee Areas, Permanent Easement Areas, Temporary Use Areas and North Entry Area through licenses to keep the DFW Connector Project on schedule and to avoid contractual penalties to TxDOT for delay.</li> </ul>			
<b>D/M/WBE Information</b>  <ul style="list-style-type: none"> <li>• N/A</li> </ul>			
<b>Schedule/Term</b>  <ul style="list-style-type: none"> <li>• N/A</li> </ul>			
<b>Contract #</b>	<b>Agreement #</b>	<b>Purchase Order #</b>	<b>Action Amount</b> \$0
			<b>Revised Amount</b> \$0
<b>For Information contact</b> John Terrell 3-4655	<b>Fund</b> N/A	<b>Project #</b>	<b>External Funding Source</b>  <b>Amount</b> \$0

**Additional Information**

- This Official Board Action has been submitted for Board approval in advance of the receipt of Federal Aviation Administration ("FAA") approval of the proposed conveyances of Fee Areas and Permanent Easement Areas. The completion of such conveyances to State will not occur until such time as a formal request has been reviewed and approved by FAA.
- The completion of such conveyances will also be subject to: (1) approval by Owner Cities; and (2) prior or simultaneous execution of Improvements Agreement and North Entry Improvements Agreement described above and in the "Detail Information Sheet".
- All Schedule of Charges fees, including construction permit and plan review fees, will be waived.

Additional Attachments: **Y**

**BE IT RESOLVED BY THE DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

That the Chief Executive Officer or designee be authorized to recommend that the City Councils of Dallas and Fort Worth: (1) convey 137.743+/- acres ("Fee Areas") to State of Texas, acting by and through the Texas Transportation Commission ("State"); (2) convey 0.50 +/- acres of perpetual easements ("Permanent Easement Areas") to State; and (3) approve and execute an Escrow Agreement between DFW Airport Board ("Board") and Cities of Dallas and Fort Worth, Texas ("Owner Cities") providing for deposit of funds for such conveyances into an escrow account pending determination of proper distribution. Also that the Chief Executive Officer or designee be authorized to approve and execute: (1) Escrow Agreement mentioned above; (2) an agreement between Board and Texas Department of Transportation ("TxDOT") or State (the "Improvements Agreement") obligating TxDOT or State to construct certain improvements on Fee Areas and fulfill certain other obligations; and (3) a separate agreement (the "North Entry Improvements Agreement") between Board and TxDOT or State obligating TxDOT or State to construct or reconstruct Airport Board improvements for Airport on that area generally located at north entry area of Airport ("North Entry Area") and fulfill other obligations; and (4) temporary licenses to TxDOT to allow TxDOT and third parties under TxDOT's direction and control immediate use of: (a) Fee Areas; (b) Permanent Easement Areas; (c) North Entry Area; and (d) various other parcels containing a total of 2.78 +/- acres adjacent to or near Fee Areas ("Temporary Use Areas").

**Approved as to Form by**



Gary Keane  
General Counsel  
Dec 22, 2009 11:22 am

**Approved as to Funding by**



Max Underwood  
Vice President  
Finance  
Dec 21, 2009 4:46 pm

**Approved as to M/WBE by**



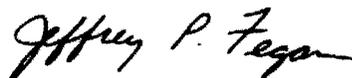
Don O'Bannon  
Vice President  
Small & Emerging Business  
Dec 22, 2009 9:10 am

**SIGNATURE REQUIRED FOR APPROVAL**

**Approved by**



Department Head  
Commercial Development  
Dec 21, 2009 4:40 pm



Chief Executive Officer

Jan 7, 2010 2:43 pm

Date

## "Detail Information Sheet"

### Fee Areas

- TxDOT seeks to acquire Fee Areas for appraised value of \$42,151,877 to construct highway and related improvements to IH 635, SH 114, SH 121, SH 26, International Parkway and surrounding roadways related to the highway project collectively known as the "DFW Connector Project."
- A fair market value appraisal of various parcels comprising the Fee Areas that total 137.743 acres indicated a total valuation of \$42,151,877.
- Board hired an independent, third party firm to conduct a review of the appraisal. Such review appraiser concluded that the appraisals were adequate and noted "no areas where additional compensation would be warranted."

### Permanent Easement Areas

- TxDOT also seeks to acquire Permanent Easement Areas for value of approximately \$116,873 for drainage and retaining wall support structures.
- Parcels comprising the Permanent Easement Areas total 0.50 +/- acres and are subject to refinement upon completion of surveys.
- Appraised values of adjacent or nearby parcels comprising the Fee Areas used to establish estimated values of various parcels comprising the Permanent Easement Areas. Parcels comprising the Permanent Easement Areas will go through customary appraisal process to establish values. Provided that unit values used to establish estimated value of parcels in the Permanent Easement Areas do not decrease by more than 10%, plan to use this authority to effect conveyance of the Permanent Easement Areas.

## Escrow Agreement

- Funds for conveyances will be deposited into an escrow account pursuant to terms of an Escrow Agreement between Board and Owner Cities and pending determination of proper distribution.

## Improvements Agreement

- The Improvements Agreement will outline a general agreement on construction of improvements that Board will require TxDOT to construct on Airport, to accommodate Airport's current and future access, mobility and development needs, as well as outline general agreements on other matters pertaining to areas on Airport connected with the planning, design and construction of the DFW Connector Project.
- Points to be covered in the Improvements Agreement include, but are not limited to, the following:
  - TxDOT shall construct, at its expense, a 2- to 3-lane frontage road on southbound SH 121 and westbound SH 114, from Bass Pro Drive to Texan Trail that will allow access to future development of the adjacent land on Airport.
  - TxDOT shall include in its final design plans an exit ramp from westbound IH 635 to the southbound frontage road of SH 121 north of the Dallas Area Rapid Transit ("DART") rail line that will allow access to a future road along the north side of the rail line.
  - TxDOT shall include in its final design plans mutually agreed upon Board access points.
  - TxDOT shall allow Board to construct a future road under existing bridges on SH 121 and IH 635 on Airport, parallel to north right-of-way line of DART rail line, and shall, upon Board's request, cooperate with and assist Board in acquiring necessary right-of-way for such future road from adjacent DART right-of-way.

- TxDOT shall coordinate with Board to relocate, at TxDOT's expense, two (2) cellular antennas adjacent to SH 121 and north of the DART rail line to mutually agreed upon location(s) on Airport.
- TxDOT shall cooperate with Board in construction of utility sleeving to accommodate future utility needs for property on Airport located west of SH 121 and north of SH 114.
- TxDOT shall cooperate with Board to design and construct aesthetics that preserve Airport's branding and design elements, including but not limited to, bridge structures, retaining walls, sign structures and landscaping.
- TxDOT shall coordinate with Board on construction, maintenance and operation of highway illumination system at intersections of IH 635, SH 121 and SH 114.
- TxDOT shall acknowledge that Board, at its expense, previously constructed following improvements to facilitate the DFW Connector Project:
  - Extension of Mustang Drive east to Airfield Drive as a 4-lane divided roadway, allowing access to the highway entry ramp east of Main Street.
  - Upgrade of North Airfield Drive to a 4-lane divided roadway from Texan Trail to Freeport Parkway.
- The Improvements Agreement will include provisions detailing the priority of Airport's operational needs over TxDOT's construction needs; coordination requirements on lane closures, detours, construction phasing, construction schedules, and other activities that affect access to the Airport; and compliance with federal aviation regulatory requirements.
- The Improvements Agreement is necessary as a condition to Board agreeing to recommend to Owner Cities that Fee Areas and Permanent Easement Areas required for the DFW Connector Project on Airport be conveyed and before allowing TxDOT entry on Airport.

#### North Entry Improvements Agreement

- The North Entry Improvements Agreement will outline a general agreement on construction of improvements that Board will require TxDOT to construct on Airport at the North Entry Area, to accommodate Airport's current and future access, mobility

and development needs, as well as outline general agreements on other matters pertaining to the North Entry Area connected with the planning, design and construction of the DFW Connector Project.

- Points to be covered in the North Entry Improvements Agreement include, but are not limited to, the following:
  - TxDOT shall construct, at its expense, necessary accommodations to maintain access to and from the service roads at the north control plaza entry of the Airport, including the realignment of service roads around the control plaza.
  - TxDOT shall construct, at its expense, a new public entry to DFW North Remote Lot as a result of elimination of current entry off of southbound service road.
  - TxDOT shall, at its expense, remove and/or relocate trees in the median of International Parkway and replace trees with mutually agreed upon landscaping.
  - TxDOT shall cooperate with Board to design and construct aesthetics that preserve Airport's branding and design elements, including but not limited to, bridge structures, retaining walls, sign structures and landscaping.
  - TxDOT shall coordinate with Board on construction, maintenance and operation of highway illumination system at intersections of IH 635, SH 121 and SH 114.
  - TxDOT agrees that all construction in North Entry Area shall be first approved, coordinated and scheduled by Board's Airport Development and Engineering ("ADE") department, and that any entry upon or construction on such area shall be expressly subject to such prior approval, coordination and scheduling by Board's ADE department.
  - TxDOT shall acknowledge that Board, at its expense, previously constructed following improvements to facilitate the DFW Connector Project:
    - Extension of Mustang Drive east to Airfield Drive as a 4-lane divided roadway, allowing access to the highway entry ramp east of Main Street.
    - Upgrade of North Airfield Drive to a 4-lane divided roadway from Texan Trail to Freeport Parkway.
- The North Entry Improvements Agreement will include provisions detailing the priority of Airport's operational needs over TxDOT's construction needs; coordination requirements on lane closures, detours, construction phasing, construction schedules, and other activities that affect access to the Airport; and compliance with federal aviation regulatory requirements.

- The North Entry Improvements Agreement is necessary as a condition to Board agreeing to recommend to Owner Cities that Fee Areas and Permanent Easement Areas required for the DFW Connector Project on Airport be conveyed and before allowing TxDOT entry on Airport.

#### Temporary Licenses

- To maintain critical construction schedule and avoid penalties, TxDOT requires licenses for interim and temporary uses.
- The value of improvements being constructed by TxDOT, at its expense, for Airport in the amount of approximately \$25.7 million is considered adequate consideration for all of the temporary uses allowed by licenses.
- Contemplated licenses for the Fee Areas and the Permanent Easement Areas will: (i) not create a leasehold interest; (ii) be subject to termination by Board on 90 days notice and; (iii) be for an initial term of 6 months or until conveyance(s) is/are closed.
- Contemplated licenses for the Temporary Use Areas and the North Entry Area will: (i) not create a leasehold interest; (ii) be subject to termination by Board on 90 days notice; and (iii) be for a term necessary to complete construction.
- Licenses to contain customary releases and indemnifications by TxDOT and its agents to Board and Owner Cities, to the full extent allowed by law, and will also require the restoration of land in the event of termination(s) for reasons other than closing(s) of contemplated conveyances.
- Airport staff has conferred with Owner Cities' staff regarding the temporary licenses.

