ATTACHMENT A

08.08.25 (Draft)

F/ETCA AGREEMENT NO
OCTA AGREEMENT NO
RCTC AGREEMENT NO
CALTRANS AGREEMENT NO

BY AND AMONG

FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY,
ORANGE COUNTY TRANSPORTATION AUTHORITY,
RIVERSIDE COUNTY TRANSPORTATION COMMISSION,

AND

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

FOR

THE DEVELOPMENT AND OPERATION OF THE 241/91 EXPRESS CONNECTOR

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BY AND AMONG

FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY, ORANGE COUNTY TRANSPORTATION AUTHORITY, RIVERSIDE COUNTY TRANSPORTATION COMMISSION,

AND

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

RECITALS

WHEREAS, F/ETCA constructed and, pursuant to cooperative agreements with Caltrans, operates a tolled highway facility on SR-241 between Oso Parkway and SR-91 in Orange County; and

WHEREAS, F/ETCA and Caltrans entered into that certain Cooperative Agreement (12-643), dated May 22, 2014, and entered into that certain Cooperative Agreement (12-708), dated February 17, 2017, whereby, in both agreements, F/ETCA and Caltrans detailed the responsibilities associated with Project Approval and Environmental Document (PA&ED), Plans, Specifications, and Estimate (PS&E), Right of Way (R/W) capital, R/W support, construction capital and construction support project components, and other costs related to the Project (as defined below); and

WHEREAS, in 2002, OCTA, California Private Transportation Company ("CPTC"), and Caltrans entered into that certain Estoppel Certificate and Assignment and Assumption Agreement, dated December 30, 2002, whereby CPTC assigned to OCTA, and OCTA assumed, CPTC's interest in that certain Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated as of June 30, 1993, as amended by that certain

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Amendment 1 to Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated July 16, 1993, as further amended by that certain Amendment No. 2 to Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated as of December 30, 2002 and as further amended by Amendment No. 3 to Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated December 12, 2011 (collectively, the "OCTA Franchise Agreement") to operate and maintain a toll collection facility on SR-91 between SR-55 and the Orange County/Riverside County line ("OCTA 91 Express Lanes") and has been operating and maintaining that facility since that time; and

WHEREAS, the OCTA Franchise Agreement also assigned to OCTA the Lease Agreement regarding SR-91 Median Improvements, dates as of June 30, 1993, between Caltrans and CPTC for the lease of certain Real Property associated with the tolled transportation facilities within a portion of SR-91 within Orange County (the "OCTA Lease Agreement"); and

WHEREAS, RCTC constructed and, pursuant to that certain Toll Facility Agreement, dated May 14, 2012, with Caltrans, as amended by that certain Amendment No. 1 to Toll Facility Agreement, dated May 1, 2018 and Amendment No. 2 to Toll Facility Agreement, dated October 27, 2023 (collectively, the "RCTC Toll Facility Agreement") and assignment of the OCTA Franchise Agreement in Riverside County, as of 2017 operates and maintains a toll collection facility on SR-91 between Interstate 15 (I-15) and the Orange County/Riverside County Line, and express lane connectors between SR-91 and the express lanes facility on I-15 ("RCTC 91 Express Lanes"); and

WHEREAS, the OCTA 91 Express Lanes and RCTC 91 Express Lanes are referred to, collectively, in this Agreement as the 91 Express Lanes; and

WHEREAS, OCTA and RCTC have entered into various agreements for joint implementation, operation, and maintenance of the 91 Express Lanes; and

WHEREAS, the Parties desire to develop, construct, and operate a direct, tolled connector linking the northbound SR-241 toll road to the eastbound 91 Express Lanes and the westbound 91 Express Lanes to the southbound SR-241 toll road and related corridor improvements to improve throughput between Riverside and Orange Counties, relieve traffic congestion, enhance connectivity between the two tolled systems, improve air quality along the corridor, and promote safety for the traveling public in a manner that does not negatively impact or compromise the operations of SR-241, the 91 Express Lanes, or adjacent general-purpose lanes; and

WHEREAS, on March 3, 2011, F/ETCA and OCTA entered into a cooperative agreement to define the roles and responsibilities for completing a Project Study Report/Project Report for the 241/91 EC; and

WHEREAS, on May 23, 2011, F/ETCA, OCTA, and RCTC entered into a memorandum of understanding to address coordination and implementation of the 241/91 EC; and

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WHEREAS, Caltrans, in coordination with F/ETCA, has conducted the environmental review for the 241/91 EC, as required by the California Environmental Quality Act (California Public Resources Code §21000 et seq.) and the National Environmental Policy Act (42 United States Code §4331 et seq.); and

WHEREAS, through their governing boards, F/ETCA, OCTA, and RCTC formally approved the SR-241/91 EC Term Sheet, dated September 12, 2019, as further modified, amended, supplemented, and restated through the date hereof ("Term Sheet"). Caltrans sent its formal agreement and letter of support for the Term Sheet on September 26, 2019. The Term Sheet set forth the basic priorities and framework for developing, implementing, and operating the Project, which have been incorporated into this Agreement and the Operating Agreement (as defined below); and

WHEREAS, coordination among the Parties prior to and during planning, development, construction, and operation of the 241/91 EC is crucial to enable the integration of the toll collection and traffic management systems; mitigate potential impacts that construction and operations may have on the SR-241, 91 Express Lanes, and SR-91; and to ultimately provide for the seamless operation of the 241/91 EC into the SR-241 and the 91 Express Lanes in both Riverside and Orange Counties; and

WHEREAS, it is the intent of the Parties in entering into this Agreement to establish certain opportunities for cooperation and coordination and to set forth various responsibilities of the Parties, as further set forth herein.

WHEREAS, F/ETCA authorized this Agreement on
WHEREAS, OCTA authorized this Agreement on
WHEREAS, RCTC authorized this Agreement on
WHEREAS, Caltrans authorized this Agreement on

NOW, THEREFORE, it is mutually understood and agreed by the Parties as follows:

AGREEMENT

ARTICLE I. DEFINITIONS

The following terms as used in this Agreement are capitalized and shall have the meaning as provided herein:

"91 Express Lanes" means the toll collection facility located on SR-91 extending between SR-55 to the west and I-15 to the east, the express connectors from the 91 Express Lanes to the 15 Express Lanes, and all appurtenances necessary for the operation of this toll collection facility. The 91 Express Lanes consist of the OCTA 91 Express Lanes and the RCTC 91 Express Lanes,

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collectively. "91 Express Lanes" may also refer to OCTA and RCTC acting collectively as the 91 Express Lanes.

"AAA" means Advertise, award and administer.

"Alternative Dispute Resolution" has the meaning set forth in Section 23.01(c).

"Betterments" shall mean and refer to any OCTA, RCTC, or Caltrans requested improvements to the Project beyond the required scope to implement the 241/91 EC that F/ETCA may agree to complete in conjunction with the Project, at the requesting agency's sole cost and expense including (i) the costs incurred to incorporate acceptable requested improvements into the scope of work of the Project; (ii) additional design, construction, and oversight costs arising from or associated with the requested improvements, including changes thereto; (iii) the costs associated with preparing and obtaining approval of an environmental revalidation and/or necessary permits associated with the requested improvements; (iv) additional operations and maintenance costs arising from or associated with the requested improvements, including changes thereto; and (v) costs associated with any impact on the design and construction schedule associated with the requested improvements. These costs and expenses shall be agreed to by affected parties prior to incorporating the betterment into the Project and shall not be considered Project Contributions. Safety updates required by Caltrans are not considered Betterments and shall be implemented as a Project Cost.

"Build Alternative" means the proposed build alternative for the Project as described in the Supplemental Final Environmental Impact Report/Environmental Impact Statement and any changes that result from any environmental revalidations.

"Caltrans" means the State of California Department of Transportation.

"CHP" means the California Highway Patrol.

"CIP" means the Capital Improvement Plan.

"Claims" has the meaning set forth in ARTICLE XIX.

"Closure" means any restriction of use of the 241/91 EC, or 91 Express Lanes resulting from the construction, operation and/or maintenance of the 241/91 EC.

"Corridors" means the routes on which Excess Revenue may be expended in accordance with SHC §149.7. Such expenditures are limited to projects and programs on or in proximity to SR-91, SR-261, and SR-241 north of SR-133, and subject to change.

"CPTC" has the meaning set forth in the Recitals.

"Critical Zones" means the portion of the 91 Express Lanes where traffic from both the 91 Express Lanes and the 241/91 EC share the same roadway, and is the focus of density measurement for the purpose of managing Dynamic Pricing and Progressive Demand Management

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strategy. In the eastbound direction, this zone extends from the touchdown point of the 241/91 EC to the Orange County and Riverside County county line exit. In the westbound direction, it spans from the county line entrance to the location where the connector diverges from the mainline roadway.

- "Cure Activities" has the meaning set forth in Section 23.03(a).
- "Cure Schedule" has the meaning set forth in Section 23.03(a).
- "Dispute" has the meaning set forth in Section 23.01.
- "Dynamic Pricing" means the setting of a toll price in real-time based on level of traffic congestion and other factors.
- "Dynamic Pricing Algorithm" means a technological capability of the ETC System that calculates toll pricing in real-time within set parameters, based on real-time inputs/factors such as traffic demand, flow rates, speeds, density, with a goal to achieve a particular objective such as free-flow conditions.
- "Dynamic Pricing Input Values" means the input factors to the Dynamic Pricing Algorithm.
- "District 12" means the Caltrans district responsible for the geographic area of Orange County.
- "Eastbound McKinley 2.0" means the Eastbound 91 Express Lane extension project relating to extending a second eastbound toll express lane from the exit to the express lane connectors (just east of the Main Street Undercrossing) to the beginning of the SR-91 HOV lane just east of Promenade Avenue Overcrossing.
 - "EC" means Express Connector.
 - "EIR/EIS" means the Environmental Impact Report/Environmental Impact Statement.
- "Emergency" means, in the context of the Closure of the 241/91 EC, any situation that includes a circumstance that poses an immediate and serious threat to life, public safety, the environment, or any Closure deemed necessary by CHP or other first responder agencies that cannot be abated except by Closure of the Toll Facility.
 - "ETC" means the electronic toll collection.
- "ETC Data" means all data generated by or accumulated in connection with the operation of the ETC System, including traffic volumes, and violation data.
- "ETC Equipment" means automated vehicle identification systems, video, or other surveillance equipment and enforcement equipment (for Toll Connector Meter, occupancy

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detection, HOV-Only and Bus/Registered Vanpool enforcement), communications equipment and all other hardware necessary for ETC.

"ETC Facilities" means the signs, gantries, and utility connections related to the ETC System.

"ETC System" means the ETC Equipment and software, which monitors, controls, or executes the ETC Equipment.

"Excess Revenue" has the meaning set forth in Section 9.02(b)(iii).

"F/ETCA" means the Foothill/Eastern Transportation Corridor Agency.

"F/ETCA Toll Facility Agreement" has the meaning set forth in Section 7.01(a)(x).

"Incident Management Plan" means a plan for identifying and responding to incidents on SR-241, SR-91, or the 241/91 EC that have the potential to impact operation of the 241/91 EC and/or the 91 Express Lanes as a result of an incident on the 241/91 EC.

"Indemnified Parties" has the meaning set forth in ARTICLE XIX.

"Indemnifying Party" has the meaning set forth in ARTICLE XIX.

"Maintenance Agreement" means the Express Connector Maintenance Agreement between Caltrans and F/ETCA for roadway infrastructure.

"Member Agencies" means the member agencies listed in Exhibit xii. Any updates or changes to the Member Agencies, if approved, in writing, by each agency's respective authorized designee, as described in ARTICLE XXX, shall be automatically incorporated into Exhibit xii of this Agreement without formal amendment.

"OCTA" means the Orange County Transportation Authority.

"OCTA 91 Express Lanes" has the meaning set forth in the Recitals.

"OCTA Franchise Agreement" has the meaning set forth in the Recitals.

"OCTA Lease Agreement" has the meaning set forth in the Recitals.

"Operating Agreement" has the meaning set forth in Section 7.01(a)(xii). For the avoidance of doubt, any reference to the Operating Agreement shall only apply, as applicable, to the parties to the Operating Agreement, and not to Caltrans, which is not a party to the Operating Agreement as of the Effective Date.

"Progressive Demand Management" (or "PDM") means operational control strategies that will be applied to the 241/91 EC to effectively manage demand such that the expected performance metrics are achieved. Strategies to be applied include Dynamic Pricing, Toll

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Connector Meter, HOV-only mode, and Bus/Registered Vanpool mode. In the west-to-south direction, the initial strategy will be Dynamic Pricing only. Additional PDM strategies in the west-to-south direction may require additional infrastructure components not included in the initial construction of the Project.

"Project" or "241/91 EC" has the meaning set forth in ARTICLE III.

"Project Contributions" means capital and support funding for Project development that shall be repaid according to <u>ARTICLE IX</u>.

"Project Costs" means all costs incurred by F/ETCA associated with Project development, including plans, specifications, and estimate (PS&E); planning documents; environmental studies, documents and approvals; preliminary and final civil and toll systems design; right-of-way (ROW) and utilities; OCTA and RCTC Project Development Costs; construction management, and construction and installation of the Project. For reference only, the current content and estimate of these costs as of the Effective Date is included as Exhibit ii of this Agreement. Any updates to the Project Costs, if approved, in writing, by each agency's respective authorized designee, as described in ARTICLE XXX, shall be automatically incorporated into Exhibit ii of this Agreement without formal amendment.

"Project Development Costs" means the costs incurred by OCTA and RCTC for consultant, contractor and legal support associated with Project development incurred after September 12, 2019, including environmental studies, traffic analysis, documents and approvals, preliminary and final design, construction management, and construction of the Project, 91 Express Lanes customer communication, and payment to RCTC for the Eastbound McKinley 2.0 project.

"RCTC" means the Riverside County Transportation Commission.

"RCTC 91 Express Lanes" has the meaning set forth in the Recitals.

"RCTC Toll Facility Agreement" has the meaning set forth in the Recitals.

"Ready to List Certification" means the "RTL Approved By" signature date on the Caltrans "Ready to List Certification Form."

"Revenues" means toll revenues received from the Project, violation revenues from the Project, and interest earnings on balances from Project bank accounts.

"Roadway Ownership" has the meaning set forth in ARTICLE V.

"SHC §149.7" means California Streets and Highways Code (SHC) Section 149.7 (Assembly Bill (AB) 194 (Frazier, 2015)).

"Supplemental Final EIR/EIS" means that certain Supplemental Final Environmental Impact Report/Environmental Impact Statement, prepared by Caltrans.

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"Surplus Money Investment Fund Rate" shall mean for each fiscal year a rate equal to the "Average Annual Yield" of the State of California Surplus Money Investment Fund for the preceding fiscal year as determined and reported by the State Treasurer; and, if no figure is available, "Interest Rate" shall mean, to the maximum extent permitted by law, the rate established pursuant to an interest rate index (or a percentage thereof) selected by the Chief Financial Officer of F/ETCA, with input from Caltrans, OCTA, and RCTC, as having generally produced a rate of interest reasonably comparable to the rate described above.

"Term" has the meaning set forth in ARTICLE XV.

"Term Sheet" has the meaning set forth in the Recitals.

"Toll Connector Meter" means a traffic control device controlled by the ETC System that regulates the flow of traffic from the 241/91 EC to the 91 Express Lanes in the north to east direction.

"Toll Facility" means the elements comprising the 241/91 EC required for tolled operation, as generally depicted in <u>Exhibit iii</u>. Any updates to the Toll Facility, if approved, in writing, by each agency's respective authorized designee, as described in <u>ARTICLE XXX</u>, shall be automatically incorporated into Exhibit iii of this Agreement without formal amendment.

"Tolling Infrastructure" means the ETC Equipment, ETC Facilities, Toll Connector Meter, and all appurtenances necessary for the operation of the 241/91 EC toll collection facility.

"Tolling Infrastructure Ownership" has the meaning set forth in ARTICLE V.

"Traffic Management Center" means the facility located at Irvine, California operated by Caltrans for the purpose of monitoring traffic and roadway facilities on the State Highway System in Orange County.

"Traffic Operations Center" means the facility located in Anaheim, California operated by OCTA and RCTC for the purposes of monitoring traffic and roadway facilities and services on the 91 Express Lanes.

"Traffic Operations Metrics" means a set of metrics agreed to by the Parties as a means to measure the performance of the 241/91 EC and 91 Express Lanes traffic conditions as set forth in Exhibit xi. Any updates to the Traffic Operations Metrics, if approved, in writing, by each agency's respective authorized designee, as described in ARTICLE XXX, shall be automatically incorporated into Exhibit xi of this Agreement without formal amendment. The Dynamic Pricing Algorithm, Progressive Demand Management systems and operating policies of the 241/91 EC will be adjusted to meet these Traffic Operations Metrics.

"Transportation Management Plan" or "TMP" means an approach for alleviating or minimizing work related traffic delays by the effective application of traditional traffic handling practices and an innovative combination of various strategies. Depending on the complexity of the work or magnitude of anticipated traffic impacts, a Traffic Management Plan may provide lane

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requirement charts, Standard Special Provisions (SSPs) for maintaining traffic, and for a major project, a separate comprehensive report.

ARTICLE II. PURPOSE

The purpose of this Agreement is to define the terms and conditions under which the Project is to be developed, designed, constructed, and operated.

ARTICLE III. PROJECT DESCRIPTION

The project shall include the planning, design, construction, operation, and maintenance of the direct, tolled connector linking the northbound SR-241 toll road to the eastbound 91 Express Lanes and the westbound 91 Express Lanes to the southbound SR-241 toll road and related corridor improvements, consistent with the Build Alternative described in the Supplemental Final EIR/EIS and any changes that result from any environmental revalidations ("241/91 EC" or the "Project").

ARTICLE IV. COMPONENTS OF AGREEMENT AND INTERPRETATION

Section 4.01 Entire Agreement; Severability; Interpretation of Terms. This Agreement and the Schedules and Exhibits hereto constitute the expression of the Parties' intent and understanding with respect to the terms discussed herein and supersede all prior representations, understandings, and communications relating to the terms discussed herein. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions. Terms capitalized herein shall, unless otherwise defined herein, have the same meaning as set forth in <u>ARTICLE I</u>, Definitions. Where this Agreement uses the term "including" it shall mean including but not limited to, unless otherwise specifically indicated.

Section 4.02 Agreement Interpretation.

- (a) This Agreement and each of the attached documents are all an essential part of the Parties' agreement and should be interpreted in a manner that harmonizes their provisions. However, if an actual conflict exists, the following descending order of precedence shall apply:
 - (i) Agreement Amendments adopted in accordance with this Agreement;
 - (ii) The terms of this Agreement, excluding any exhibits;
 - (iii) All Exhibits attached hereto;

Section 4.03 A Party's failure to insist in any one or more instances upon any other Party's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of that Party's right to such performance by the defaulting Party or to future performance of such terms or conditions, and the defaulting Party's obligation in respect thereto shall continue in full force and effect. This Agreement may be amended or modified only by mutual written agreement of the Parties.

ARTICLE V. PROJECT OWNERSHIP

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At all times during construction and operation of the 241/91 EC all real estate interests and other components of the Project, except Tolling Infrastructure and any on-site mitigation parcels associated with the Project, shall be the property of Caltrans ("Roadway Ownership"). The Tolling Infrastructure and off-site mitigation parcels for the Project shall be the property of F/ETCA or other Parties ("Tolling Infrastructure Ownership"). The legal description and associated schematics and other documentation identifying Roadway Ownership are included as Exhibit iv to this Agreement. Any updates to such description and schematics, if approved, in writing, by each agency's respective authorized designee, as described in ARTICLE XXX, shall be automatically incorporated into Exhibit iv of this Agreement without formal amendment. The description and associated diagram identifying Tolling Infrastructure Ownership is included as Exhibit iii to this Agreement.

ARTICLE VI. RELATIONSHIP TO OTHER AGREEMENTS

Unless otherwise provided for in this Agreement, this Agreement is separate from and does not directly, or by implication, modify or replace any other cooperative agreement or memorandum of understanding among the Parties regarding the Project or any of the adjacent or connected facilities described herein. If there is a conflict between this Agreement and any prior understanding related to the Project, the terms of this Agreement shall prevail.

ARTICLE VII. ROLES AND RESPONSIBILITIES OF THE PARTIES

Section 7.01 The Parties to this Agreement shall generally have the following responsibilities:

(a) F/ETCA

- (i) Seek approval from the California Transportation Commission (CTC) to develop and operate the 241/91 EC pursuant to SHC §149.7.
- (ii) Pursue all environmental clearances and required permits for the Project.
- (iii) Fund 100% of PS&E; ROW; and construction of the Project, including Tolling Infrastructure.
- (iv) Complete final design of the 241/91 EC with oversight provided by Caltrans.
- (v) Deliver the Project pursuant to AAA agreements and other appropriate and necessary agreements with Caltrans.
- (vi) Duly reimburse Caltrans as per SHC Section 149.7(e)(2) for the project delivery, construction, oversight, maintenance and operation costs as agreed to in applicable agreements between F/ETCA and Caltrans.

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- (vii) Enter into Construction and Maintenance agreements with Caltrans for the operation and maintenance of the 241/91 EC.
- (viii) Provide OCTA and RCTC with a reasonable opportunity to review and concur with the final design of the Project.
- (ix) Consider all timely and reasonable comments and requests from Caltrans, OCTA and RCTC regarding the final design of the Project.
- (x) [Reserved.]
- (xi) Enter into the Toll Facility Agreement between F/ETCA and Caltrans to set forth the terms of the tolling infrastructure operation, maintenance and transfer of the 241/91 EC consistent with the terms of this Agreement and the Operating Agreement (the "F/ETCA Toll Facility Agreement").
- (xii) Enter into an agreement with OCTA and RCTC, concurrently with this Agreement, setting forth the commitments to the operation and maintenance of the Tolling Infrastructure for the 241/91 EC (the "Operating Agreement").
- (xiii) Operate the 241/91 EC pursuant to the Operating Agreement and the F/ETCA Toll Facility Agreement.
- (xiv) Contract with OCTA and RCTC to monitor traffic/incidents as described in Section 7.01(b)(iv).
- (xv) Provide OCTA and RCTC with the access to the data collected and compiled by the 241/91 EC Dynamic Pricing and Progressive Demand Management systems.
- (xvi) Provide Caltrans with the access to the traffic data collected and compiled by the 241/91 EC.
- (xvii) Conduct regular traffic operations review meetings and make changes to the Dynamic Pricing Algorithm and Progressive Demand Management systems in accordance with the requirements set forth in the Operating Agreement and the F/ETCA Toll Facility Agreement.
- (xviii) F/ETCA shall notify Caltrans of any changes in the strategy of the Progressive Demand Management systems for review and comment.
- (xix) Develop maintenance and associated Closure plan for the 241/91 EC with the Parties.
- (xx) Coordinate maintenance of the 241/91 EC and Tolling Infrastructure located on the 91 Express Lanes with the Parties.

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- (xxi) Provide Caltrans the Toll System Integration plans for procurement for review and comment; and ultimate issuance of an encroachment permit for access to State Highway System for installation, connectivity, and operation, and annual permit for maintenance of the Toll System Integration Infrastructure.
- (xxii) F/ETCA agrees to reimburse OCTA for the direct cost incurred by OCTA to maintain incremental roadway infrastructure within the OCTA 91 Express Lanes as part of the Project, pursuant to the agreed upon boundary of such incremental roadway infrastructure elements identified in Exhibit iv, marked in purple with a yellow hatch overlay. For the avoidance of doubt, such incremental roadway infrastructure elements shall include drainage, overhead and roadside static signs specific to the 241/91 EC, pavement, striping, channelizers, and similar related maintenance items to be added, but shall not include maintenance items that currently exist in the maintenance for the 91 Express Lanes, including the median concrete barrier, overhead and roadside static signs specific to the 91 Express Lanes, median turnaround, and related existing maintenance items as specifically identified in Exhibit viii.
- (xxiii) F/ETCA shall ensure that the 91 Express Lanes and the SR-91 general purpose lanes are in good condition and repair during and after construction and maintenance activities. It is the intent of the Parties, and their respective contractors, that upon completion of such work, business activities on the 91 Express Lanes may promptly resume without hindrance, obstruction or delay, loss of revenue, and the 91 Express Lanes and general purpose lanes must be substantially in the same condition as prior to the performance of such work. If the performance of the work causes damage to the 91 Express Lanes, general purpose lanes, or any adjacent structures, facilities, underground utilities or equipment, then F/ETCA shall be responsible for coordinating the timely replacement and repair of such damage.
- (xxiv) F/ETCA will fund a fair-share contribution to reasonable projects that alleviate measurable potential increases in cut-through traffic, resulting from the Project, of the Green River Road eastbound SR-91 off-ramp in the City of Corona. F/ETCA shall work with RCTC to determine the fair-share contribution amount of such projects by reviewing traffic studies, proposed improvements, and calculating the proportional contribution using an industry-standard formula for mobility improvement projects.

(b) OCTA and RCTC

(i) Support F/ETCA's application to the CTC pursuant to SHC §149.7 for approval to develop and operate the 241/91 EC, including reasonably seeking authorization from their respective boards of directors for demonstrated support for the Project to the CTC.

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- (ii) Amend and/or grant any necessary rights and/or permits to F/ETCA for the purpose of building, operating, and maintaining the 241/91 EC subject to the conditions specified herein.
- (iii) Enter into the Operating Agreement with F/ETCA, concurrently with this Agreement.
- (iv) Enter into an agreement with F/ETCA to perform traffic/incident monitoring via closed circuit television (CCTV) in the Traffic Operations Center, dispatching of California Highway Patrol (CHP) in response to incidents, and coordinating Closure for the 241/91 EC as required for incident management.
- (v) OCTA and RCTC shall focus their comments regarding the Project's final design on the interface of the 241/91 EC with the existing 91 Express Lanes, where features may impact the 91 Express Lanes, and the agreed-upon projects (i.e., the 15/91 EB/NB Express Lanes Connector (ELC), the SR-91 WB Corridor Operations Project (COP), and the SR-91/SR-71 EB/NB Connector).
- (vi) Provide input into the setting of parameters and monitoring performance of the Dynamic Pricing Algorithm and Progressive Demand Management systems in accordance with the governance process included in the Operating Agreement.
- (vii) Coordinate Closure periods with F/ETCA to minimize lost toll revenues due to any Closures of the 241/91 EC during and due solely to 91 Express Lanes activities. Coordinating with F/ETCA to minimize impacts to the traveling public includes minimizing the Closure period and good faith discussions for mitigating impacts of delays to reopening.
- (viii) OCTA shall provide documentation demonstrating costs incurred for the incremental roadway infrastructure described in Section 7.01(a)(xxii), including costs incurred by Caltrans and OCTA's independent roadway services contractor, and OCTA shall together with Caltrans amend the 91 Express Lanes maintenance agreement between OCTA and Caltrans, if necessary, to include the 241/91 EC incremental roadway infrastructure.

(c) Caltrans

(i) Enter into the F/ETCA Toll Facility Agreement to provide for roadway infrastructure toll operation and maintenance consistent with the terms of this Agreement.

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- (ii) Cooperate with F/ETCA to deliver the 241/91 EC Project Approval and Environmental Document and any environmental revalidations of the Project.
- (iii) Cooperate with F/ETCA to obtain approval of the Project from the CTC pursuant to SHC §149.7 or through any other applicable statute, including demonstrated support for the Project to the CTC.
- (iv) Provide oversight and approve the final design of the 241/91 EC.
- (v) Consider all reasonable and timely comments regarding Project design from F/ETCA, OCTA, and RCTC.
- (vi) Enter into the Maintenance Agreement with F/ETCA for the maintenance of all Project improvements except those related to the Tolling Infrastructure, including maintenance of the roadway and structures. The Maintenance Agreement will not address maintenance responsibilities that will be defined under a separate maintenance agreement between OCTA and Caltrans that incorporates the 241/91 EC incremental maintenance elements.
- (vii) Subject to a separate construction agreement with F/ETCA, Caltrans shall advertise, award, and administer the construction phase of the Project.
- (viii) For the duration of the construction phase (Project advertisement to final Project acceptance and close-out) Caltrans will provide support for F/ETCA staff to respond to questions related to the construction phase at meetings of F/ETCA's, OCTA's, and RCTC's governing Board and Committees, including the State Route 91 Advisory Committee, provided that the relevant agency provides reasonable notice to Caltrans of the meeting date, time, and location.
- (ix) Prior to construction of the Project, lane closure charts will be provided to all Parties as part of the review of the Plans, Specifications and Estimates prepared by F/ETCA, and approved by all Parties twelve (12) weeks prior to the Ready to List date.

During construction of the Project, the contractor's staging, and scheduling of operations, including Closure, will be shared with RCTC, OCTA, and F/ETCA for review and comments, prior to Caltrans' approval of the contractor's construction schedule. Further, during construction of the Project, RCTC, OCTA, and F/ETCA are welcome and encouraged to attend the weekly construction meetings with the contractor (where Closure, among other issues, are discussed).

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Caltrans will honor the existing OCTA Franchise Agreement, OCTA Lease Agreement, and RCTC Toll Facility Agreement with the 91 Express Lanes operators. During construction of the Project, Caltrans shall deliver to OCTA and RCTC written notice of any agreed Closure of all or a portion of the 91 Express Lanes, including a Closure plan and Closure criteria, not less than ten (10) calendar days (or as otherwise agreed to by the parties) prior to the proposed commencement date of the agreed Closure. Caltrans will coordinate with OCTA and RCTC on consistency of the Closure with the Closure plan and criteria. Caltrans shall make its best efforts to conduct construction and maintenance activities in such a manner as to minimize any required Closure of the 91 Express Lanes. Notice of withdrawal or amendment shall be provided by Caltrans to OCTA and RCTC no less than seventy-two (72) hours prior to the proposed commencement date of the agreed Closure or as soon as this information is available.

During construction of the Project, Caltrans shall provide the 91 Traffic Operations Center with notification of Closure 48 hours in advance of the Closure and notification of cancelled Closure as soon as this information is available. Caltrans shall coordinate Closure with the 91 Traffic Operations Center as they are occurring and ensure notice is given to the Traffic Operations Center when the Closure is picked up. The 91 Traffic Operations Center will be responsible for posting Closure messages on 91 Express Lanes signs and for suspending tolling. The Closure window will not end until Caltrans has notified the 91 Traffic Operations Center and the 91 Traffic Operations Center has reopened the 91 Express Lanes. Where the Closure extends past the agreed Closure window, Caltrans will ensure the Traffic Operations Center will be notified when the Closure ends.

During construction of the Project, if any Emergency Closure of the 91 Express Lanes, 241/91 EC, and/or 241 toll road, including connectors, is required, Caltrans will notify RCTC, OCTA, and/or F/ETCA as soon as practicable for coordination and for notice to the public. Closures due to Emergencies shall be limited to the shortest reasonable time to address the Emergency situation and each party shall act with all due diligence to address such Emergency.

During construction, if a Closure of the 91 Express Lanes, 241/91 EC, and/or 241 toll road, including connectors, does not reopen on time, Caltrans will require a corrective action plan from the contractor to avoid recurrence pursuant to the requirements in the construction contract with the contractor. Caltrans will share that corrective action plan with the Parties for comment. Any comments will not be unreasonably delayed.

After construction contract acceptance by Caltrans, this section shall no longer apply.

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- (x) Under separate agreements Caltrans will amend and/or grant any necessary rights and/or permits to F/ETCA for the purpose of building, operating, and maintaining the 241/91 EC subject to the conditions specified herein.
- (xi) Parties agree that Caltrans shall not be liable to any other Party for any losses or reduction in revenue due to Closure of the 241/91 EC, 91 Express Lanes and/or 241 toll road for construction, operation, and maintenance of the 241/91 EC.
- (xii) When invoicing OCTA for work performed on the 91 Express Lanes for the incremental roadway infrastructure described in Section 7.01(a)(xxii), Caltrans shall invoice such work separately from maintenance work performed for 91 Express Lanes or 241/91 EC, to differentiate the different workstreams, and Caltrans shall together with OCTA amend the 91 Express Lanes maintenance agreement between OCTA and Caltrans, if necessary, to include the 241/91 EC incremental roadway infrastructure.

ARTICLE VIII. COOPERATION AMONG AGENCIES

Section 8.01 Each Party hereto will cooperate with the other Parties and, among other actions and consistent with their role and appropriate exercise of discretion, will promptly consider, execute, and deliver such additional reviews, approvals, agreements, assignments, endorsements, and other documents as the other Parties hereto may reasonably request to carry out the full intents and purposes of this Agreement.

Section 8.02 In addition to the above, the Parties agree to cooperate on the following Project activities:

- (a) The Parties will work collaboratively to support F/ETCA's application for supplemental tolling authority to develop and operate the 241/91 EC pursuant to SHC §149.7. If Parties agree to support development and operation of the Project without supplemental tolling authority, Parties will meet and agree to a path forward for use of F/ETCA's existing authority pursuant to GC §66484.3 and incorporation of all elements of SHC §149.7 allowable under F/ETCA's existing authority, as of the Effective Date.
- (b) All Parties agree to work together to resolve geometric and operations issues between the SR-91 Corridor Operations Project (COP) which was opened to traffic in early 2022, 241/91 EC, and a future eastbound 6th General Purpose Lane Addition (SR-241 to SR-71) (SR-91 EB Corridor Operations Project, "91 ECOP") with the mutual goal of minimizing cost, scope, schedule, and construction impacts to the three projects.
- (e) If OCTA, RCTC or Caltrans desire any Betterments to be completed as part of the Project, that Party desiring the Betterments may make a request, in writing, and provide F/ETCA (with a copy to the other agencies) with a detailed description of the Betterments, including sufficient information and detail as would be required for inclusion in the Project. F/ETCA will consider the need for the Betterment on a case-by-case basis. If the Betterments are acceptable to

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F/ETCA, in its sole discretion, F/ETCA may agree to include them in the scope of work for the Project, provided that all agencies shall be given an opportunity to review and provide written approval of proposed Betterments. No Betterment that would delay the completion date or otherwise result in an unreasonable deviation from the Project schedule shall be considered. Details of accepted Betterments, including Betterments accepted during construction, if approved by all agencies in writing, shall be automatically incorporated into Exhibit vi of this Agreement without formal amendment. The requesting Party shall pay for the entirety of their requested Betterment to TCA within an agreed upon timeline, that is no later than opening of the Project and following receipt of an invoice for such Betterment from F/ETCA.

- (d) Traffic utilizing the 241/91 EC eastbound will be allowed to exit the 91 Express Lanes at a location at or near the Orange County/Riverside County line. F/ETCA will post and collect the toll for the 241/91 EC and RCTC will post and collect the toll for the 91 Express Lanes.
- (e) F/ETCA, OCTA, and RCTC shall develop the 241/91 EC Dynamic Pricing Algorithm and Progressive Demand Management system parameters to achieve the Traffic Operations Metrics and will memorialize the process for adoption and modification in the Operating Agreement.
- (f) F/ETCA, OCTA, and RCTC shall work together to achieve the agreed-upon Traffic Operations Metrics by making necessary changes to the 241/91 EC Dynamic Pricing Algorithm and 241/91 EC Progressive Demand Management system.
- (g) F/ETCA, OCTA, and RCTC shall provide input on the design of signage, traffic measurement/monitoring locations, and considerations for the ETC System and ETC Data. Caltrans will have final approval of such signage. The Dynamic Pricing Algorithm, Progressive Demand Management system, Dynamic Pricing Input Values, and reports will be developed jointly and calibrated by F/ETCA, OCTA, and RCTC based on parameters described in the Operating Agreement. F/ETCA, OCTA and/or RCTC may request changes to the Dynamic Pricing Algorithm and Progressive Demand Management systems. F/ETCA, OCTA, and RCTC shall act reasonably in reviewing requests for changes and respond to the requesting party in a timely manner. OCTA and RCTC will have final approval of the Dynamic Pricing Algorithm and Dynamic Pricing Input Values, including changes. The 241/91 EC will operate with Dynamic Pricing in both directions. OCTA and RCTC will have final approval of the Progressive Demand Management configuration in accordance with the governance process included in the Operating Agreement.
- (h) An operational goal of the Project is to utilize available 91 Express Lanes capacity, without negatively impacting 91 Express Lanes operations within established thresholds, consistent with the Traffic Operations Metrics set forth in Exhibit xi as of the Effective Date, unless otherwise agreed to by the Parties. Non-conformance with performance metrics for the 91 Express Lanes is further addressed by the governance process included in the Operating Agreement. Notwithstanding the above, the Parties agree that there will be no pre-determined maximum toll associated with the 241/91 EC, and traffic will be managed using Dynamic Pricing in combination with the Progressive Demand Management.

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- (i) Parties shall use reasonable efforts, and undertake good faith attempts, to notify, and identify any operations changes that may arise from contemplated toll policy or operating procedure changes related to the 91 Express Lanes that could affect the operations of the 241/91 EC.
- (j) F/ETCA shall provide OCTA and RCTC with the inputs to and outputs from the Dynamic Pricing Algorithm and Progressive Demand Management system.
- (k) F/ETCA, OCTA, RCTC, and Caltrans shall establish protocols for the installation and operation of a Toll Connector Meter on the 241/91 EC to be used to control traffic flows.
 - (l) The Parties shall jointly develop and approve the Incident Management Plan.
- (m) F/ETCA, OCTA, and RCTC shall develop a maintenance closure plan for use in managing the 241/91 EC after construction acceptance of the Project. The maintenance closure plan shall be included in the Operating Agreement and shall include, but is not limited to: the physical maintenance closure plan, the process for inter-agency communication for Closure of the 241/91 EC that impact the 91 Express Lanes and Closure of the 91 Express Lanes that impact the 241/91 EC, and a commitment to coordinate Closure during maintenance to minimize the impact to the traveling public. Caltrans shall not be liable to any other Party for any losses or reduction in revenue due to Closure of the 241/91 EC. The maintenance closure plan will be developed at least three (3) months prior to opening of the Project. The maintenance closure plan is not intended to be a part of the Progressive Demand Management strategies.
- (n) F/ETCA shall be responsible for communication related to the 241/91 EC. A detailed communication plan will be developed by F/ETCA, no less than three months prior to construction start, to detail the communications strategy and timing of deliverables, reviews, and approvals, which shall be approved by OCTA, RCTC, and Caltrans within thirty (30) days. During construction, F/ETCA will provide notice to OCTA, RCTC, and Caltrans no less than three (3) business days prior to publication of any public communication materials; provided that in the case of an Emergency, F/ETCA will provide notice as far in advance as practicable. Publications shall be provided for review and comment by OCTA, RCTC, and Caltrans, and F/ETCA shall resolve comments in good faith and in a timely manner. Timing for review and approvals of such publications will be defined in the communication plan.
- (o) Operational parameters as specified in the Operating Agreement shall be based on existing operating policies where they exist. 91 Express Lanes operating policies shall govern where there is a conflict with other agencies' operating policies. OCTA and RCTC will not be required to change their toll pricing to control the 241/91 EC volume.
- (p) Maintenance of the incremental roadway infrastructure described in <u>Section 7.01(a)(xxii)</u> shall be coordinated with Caltrans and OCTA. In connection with the aforementioned maintenance, F/ETCA, OCTA, and Caltrans shall develop a workplan and budget each year to include in the F/ETCA board-adopted annual expenditure plan.

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ARTICLE IX. PROJECT FUNDING, SOURCES, USES OF FUNDS, REIMBURSEMENT FOR SERVICES, AND RELEASE OF DEBT OBLIGATION

Section 9.01 Project Funding and Sources

- (a) F/ETCA will fund one hundred percent (100%) of the cost of the PS&E, ROW, all required environmental mitigation, and construction of the Project, including the cost of Tolling Infrastructure.
- (b) F/ETCA will not finance its contribution, but its contribution will be treated as if it were Project debt in accordance with California Streets and Highways Code, § 149.7 and such debt shall be repaid with interest at the Surplus Money Investment Fund Rate until the end of Term or if Caltrans becomes the successor operator. Interest payments shall be made semi-annually on each January 15 and July 15. In the event of a shortfall in Revenues to make any interest payment, any unpaid interest shall compound semi-annually on each January 15 and July 15.

Section 9.02 Revenues, Uses of Funds and Reimbursement for Costs and Services

- (a) Amounts shall be set aside by F/ETCA and reserved from the Revenues generated from the 241/91 EC to cover the following:
 - (i) Incremental operating costs incurred by each Party, including reserves set aside in accordance with the reserve funding schedule attached as Exhibit ix hereto and adjusted by the Chief Financial Officer of F/ETCA as needed to meet funding requirements, for the development, maintenance, repair, rehabilitation, improvement, reconstruction, administration and operation of the 241/91 EC, as specified in the Operating Agreement and Maintenance Agreement; and
 - (ii) Administrative expenses to operate the 241/91 EC as specified in the Operating Agreement (up to 3 percent of Revenues).
- (b) After deducting the amounts set forth in subsection (a) of this section, the resulting revenues shall be distributed as follows:
 - (i) F/ETCA shall be repaid the full amount it contributed to the Project with interest as specified in Section 9.01(b). Principal shall be paid on each January 15 in accordance with an amortization schedule through the Term. The amortization schedule shall be determined by the Chief Financial Officer of F/ETCA following a final determination of the total costs of the Project and may be adjusted from time to time in accordance with any prepayments of principal pursuant to subsection (ii) below or any deferral of payments pursuant to subsection (iv) below. For clarification purposes, a sample amortization schedule based on current estimated costs is set forth in Exhibit x hereto. Funds set aside by F/ETCA for projects prior to debt payments will reduce the outstanding debt balance. Past due interest and

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principal shall be paid prior to any regularly scheduled payments of interest or principal.

- (ii) F/ETCA may elect to prepay amounts due to F/ETCA pursuant to Section 9.02(b)(i) if Excess Revenues are not projected to be expended in the following five (5) Fiscal Years pursuant to the expenditure plan described in Section 9.02(c).
- (iii) All remaining revenue ("Excess Revenue") will be attributed to F/ETCA to fund project improvements and programs in the Corridors; and
- (iv) If a project or program on one of the Corridors is identified for funding and projected Excess Revenues do not cover the funding in the time period needed, F/ETCA may agree to defer scheduled debt payments to advance the project or program.
- (c) Excess Revenues shall be deposited in an account under the control of F/ETCA and shall be used for a project or program in the Corridors pursuant to an expenditure plan developed by F/ETCA, with input from Caltrans, OCTA, and RCTC. Procedures for the development of the expenditure plan are in Exhibit vii. Planned expenditures for a project or program in the Corridors shall be approved through the appropriate planning document for Caltrans, OCTA, or RCTC and F/ETCA shall reference such project or program in its expenditure plan for the 241/91 EC. The expenditure plan shall be updated and adopted annually by the F/ETCA Board of Directors as part of F/ETCA's CIP in consultation with Caltrans as required under the enabling SHC Section 149.7(e)(5)(A)(i). The CIP shall include both civil and Tolling Infrastructure improvements and systems. F/ETCA shall submit the CIP to OCTA and Caltrans for consistency review with the Regional Transportation Plan and related programs.

Section 9.03 Reimbursement of Pre-Operational Expenses

- (a) Project Development Costs incurred after the Effective Date and prior to the date the Project is open to revenue traffic may be submitted to F/ETCA for reimbursement in accordance with Section 9.03(c). OCTA and RCTC shall notify F/ETCA of all estimated costs for reimbursement at least ninety (90) days in advance of incurring such costs by submitting a list of anticipated costs, purpose, and estimated timing of expense. F/ETCA will endeavor to provide a response in writing within thirty (30) days indicating approval to proceed with the cost activity or a reason for denial of the proposed cost activity. OCTA and RCTC shall estimate costs and necessary activities in good faith and F/ETCA shall not unreasonably withhold approval.
- (b) Project Development Costs incurred prior to the Effective Date may be submitted to F/ETCA for reimbursement in accordance with Section 9.03(c). Reimbursed costs to RCTC shall also include up to \$10 million for the Eastbound McKinley 2.0 project.
- (c) OCTA and RCTC shall submit actual costs incurred and supporting documentation. F/ETCA will review the documentation and within sixty (60) days of receipt, provide a response indicating whether costs have been accepted or rejected due to lack of documentation or

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ineligibility. Any costs not accepted for payment will be reasonably reconsidered with the submission of necessary documentation or further explanation. Reimbursable Project Development Costs accepted by F/ETCA will be paid within thirty (30) days of acceptance.

Section 9.04 Release of Debt Obligation

- (a) Should Caltrans be designated as the successor operator, Caltrans' responsibility to pay Project debt will be released and Caltrans will receive the 241/91 EC free and clear of all obligations.
 - (b) At the end of the Term, any responsibility to pay Project debt will be released.

Section 9.05 Post-Transfer Use of Funds. Caltrans shall assume ownership and control over any Excess Revenues in the account described in Section 9.02(c) as of the date of the transfer set forth in ARTICLE XXII after deducting any obligations due and owing F/ETCA to compensate it for its costs of operating the toll road as of such date and consistent with the expenditure plan then in effect updated and adopted F/ETCA's CIP in consultation with Caltrans as required under the enabling SHC Section 149.7(e)(5)(A)(i).

ARTICLE X. ROADWAY AND TOLL FACILITY OPERATIONS, MAINTENANCE, AND INCIDENT MANAGEMENT

Section 10.01 Caltrans shall maintain all non-Tolling Infrastructure related improvements and related infrastructure constructed as part of the 241/91 EC, including roadway and structures as set forth in the F/ETCA Toll Facility Agreement and Maintenance Agreement. Maintenance of the Tolling Infrastructure for the 241/91 EC shall be the responsibility of F/ETCA.

Section 10.02 Project roadway and Toll Facility operations, maintenance, and incident management activities will be funded from 241/91 EC toll revenues.

Section 10.03 The 241/91 EC shall be operated as an ETC facility and use of the facility shall require a FasTrak transponder.

Section 10.04 The Operating Agreement incorporates operating policies specific to the 241/91 EC, including the following: (i) High Occupancy Vehicles (HOV) with three or more passengers will travel toll-free on the 241/91 EC during weekday off-peak periods and on weekends; (ii) vanpools registered with F/ETCA, municipal transit buses, designated veteran license plates issued by the California Department of Motor Vehicles with a valid FasTrak transponder, and other vehicle classes that are required by law to travel toll-free on toll roads will travel toll-free; and (iii) motorcycles and electric vehicles will pay full tolls at all times.

Section 10.05 [Reserved.]

Section 10.06 Should a Closure of the SR-241/91 EC and/or 91 Express Lanes be necessary due to an Emergency, no Party shall be liable to any other Party for any losses or reduction in revenue.

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Section 10.07 The Parties recognize the rights conveyed by this Agreement, including that the 241/91 EC may be over, under, or on existing State ROW that crosses several local jurisdictions and that is improved with, among other things, an existing State Highway and other improvements such as local roads and utilities. While F/ETCA is granted exclusive use and possession of the surface of the Caltrans ROW for operation of the Toll Facility, it is understood that this Agreement is subject to all existing rights conveyed to others, including local entities and utilities, and Caltrans is not obligated to clear, remove, relocate, or otherwise extinguish the rights of third parties as a condition of this Agreement. Further, the grant of exclusive use and possession of the Caltrans ROW as described in the foregoing sentence is not intended to, and shall not prevent, Caltrans from entering the Toll Facility to perform its own surveillance, monitoring, inspections, and similar activities, provided that the same do not materially interfere with operation of the Toll Facility. Similarly, this Agreement does not preclude Caltrans from issuing new encroachment permits to third parties nor does it preclude Caltrans from amending or extending the term of existing encroachment permits; provided that F/ETCA, RCTC, and OCTA are first provided notice of any new encroachment permits proposed or amendments to existing encroachment permits and afforded an opportunity to review and comment on the issuance/amendment of such permits, and provided further that such permits do not materially interfere with the operation of the Toll Facility. Moreover, this Agreement does not preclude Caltrans from requesting that existing utilities be relocated or preclude Caltrans from causing utilities to be relocated, provided that F/ETCA, RCTC, and OCTA are first provided notice and an opportunity to review and comment on such relocation, and provided further that such relocation does not materially interfere with the operation of the Toll Facility. The Parties recognize that the ultimate authority to approve or deny any encroachment permit and/or utility rests with Caltrans.

Section 10.08 This Agreement is subject to the terms and provisions of Division 1, Chapter 3 of the Streets and Highways Code (Streets and Highways Code section 660 et seq.) and any subsequent amendment thereto, as may be applicable.

Section 10.09 Caltrans may close 241/91 EC and/or open 241/91 EC to general-purpose traffic for incident management, or Emergency response in accordance with established rules, guidelines and criteria in the approved Incident Management Plan developed for the 241/91 EC by all Parties in accordance with Section 8.02(1).

Section 10.10 Caltrans may close the 241/91 EC and/or open the 241/91 EC to traffic for construction and maintenance purposes, which shall be in accordance with the terms of the F/ETCA Toll Facility Agreement and in accordance with the Traffic Operations Metrics. In such event, Caltrans shall share the project's Transportation Management Plan with F/ETCA, OCTA, and RCTC for review and comment sixty (60) days in advance of such occurrences and notify F/ETCA ten (10) days in advance of such occurrences. Caltrans shall not unreasonably deny requests for changes to the TMP by F/ETCA, OCTA, and/or RCTC as it affects their respective facilities. Should the 241/91 EC Closure affect the 91 Express Lanes, Caltrans shall coordinate with F/ETCA, OCTA, and RCTC consistent with applicable agreements.

Section 10.11 Caltrans shall not close the 241/91 EC during peak hours without meeting and conferring with F/ETCA, OCTA, and RCTC prior thereto, and Caltrans shall provide at least

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three (3) months prior written notice to F/ETCA, OCTA, and RCTC in the event any Caltrans activity in a portion of the 241/91 EC requires a partial or full Closure of the 241/91 EC for longer than twenty-four (24) hours, except as to those Closure for incident management, or Emergency response which are not anticipated by Caltrans prior to the inception of the event causing such Closure. Closures shall be in accordance with the terms of the F/ETCA Toll Facility Agreement and in accordance with the Traffic Operations Metrics. In such event, Caltrans shall share the project's Transportation Management Plan with F/ETCA, OCTA, and RCTC for review and comment sixty (60) days in advance of such occurrences and notify F/ETCA ten (10) days in advance of such occurrences. Caltrans shall not unreasonably deny requests for changes to the TMP by F/ETCA, OCTA, and/or RCTC as it affects their respective facilities. Should the 241/91 EC Closure affect the 91 Express Lanes, Caltrans shall coordinate with F/ETCA, OCTA, and RCTC consistent with applicable agreements.

ARTICLE XI. OWNERSHIP OF DOCUMENTS, MAINTENANCE OF, AND ACCESS TO RECORDS

Each Party shall maintain records associated with its responsibilities under this Agreement. Upon reasonable notice, each Party shall permit the authorized representatives of the other Parties and the State of California such access to the Party's accounting books, records, payroll documents and facilities of the Party which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting them in connection with the Party's performance of this Agreement. The Parties shall make available the books and records of their subcontractors and consultants which are directly pertinent to this Agreement for audit and inspection upon the request of another Party. Each Party shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the Party's performance hereunder and for a period of four (4) years from their date of creation, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Party agrees to maintain same until the disposal of all such litigation, appeals, claims, or other exceptions related thereto. Each Party shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary. Each Party agrees to include these requirements in all subcontracts at any tier.

ARTICLE XII. FINANCIAL ACCOUNTING, REPORTING, AND AUDITING

Section 12.01 F/ETCA shall have overall responsibility for financial accounting, reporting, and auditing of all Project activities. F/ETCA shall maintain accounting records such that financial information for the 241/91 EC is identifiable separately from other F/ETCA facilities. OCTA, RCTC, and Caltrans shall have responsibility for financial accounting, reporting, and auditing as may be required under separate agreement(s) with F/ETCA.

ARTICLE XIII. PERFORMANCE REQUIREMENTS, MONITORING AND REPORTING

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Section 13.01 Where assigned to a specific Party or the Parties in general, performance requirements, monitoring, and reporting for assigned activities shall be established in separate agreements associated with such assignment(s).

Section 13.02 F/ETCA shall provide OCTA and RCTC with a 241/91 EC operational and performance data report monthly and shall provide OCTA and RCTC with access to an operational performance data portal.

Section 13.03 F/ETCA shall provide Caltrans with a 241/91 EC traffic performance data report monthly.

Section 13.04 At the request of OCTA and RCTC, F/ETCA shall provide a quarterly operational and performance summary report to the OCTA and RCTC Boards of Directors and/or 91 Advisory Committee.

ARTICLE XIV. COMMUNICATION AND NOTICES

All Notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said Notices (a) in person or by courier; (b) by depositing said Notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid; or (c) sent by electronic mail, provided that the recipient of the electronic Notice acknowledges receipt of such transmission by electronic mail. Personal or courier delivery shall be deemed given upon actual delivery to the intended recipient at the designated address. Mailed Notices shall be deemed given upon the date of the actual receipt as evidenced by the return receipt. Electronic mail Notice shall be deemed given upon the date the email is acknowledged as received by the recipient; provided that if acknowledgement is received after 5 p.m., Pacific Time, delivery shall be deemed received as of 8 a.m., Pacific Time, the following business day. Any Notice shall be sent, transmitted, or delivered, as applicable, to the applicable Party or Parties at the following addresses:

To: Orange	To: Riverside	To: Foothill/Eastern	To: California
County	County	Transportation Corridor	Department of
Transportation	Transportation	Agency	Transportation
Authority	Commission		District 12
550 South Main	4080 Lemon Street	125 Pacifica	1750 East Fourth
Street	P.O. Box 12008	Irvine, CA 92618	Street
P.O. Box 14184	Riverside, CA		Santa Ana, CA 92705
Orange, CA	92502		
92863-1584			
ATTENTION:	ATTENTION:	ATTENTION:	ATTENTION:
Kirk Avila,	David Thomas,	Stephanie Blanco,	District Director
General Manager	Toll Project	Chief Capital Programs	With a copy to:
of Express Lanes	Delivery Director	Officer	Department of
Programs			Transportation Legal
			Division
			4050 Taylor Street

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			M.S 130
			San Diego, CA
			92110
			Attn: Deputy Chief
			Counsel
Phone: (714) 560-	Phone: (951) 787-	Phone: (949) 754-3454	Phone: (657) 328-
5674	7141		6000
Email:	Email:	Email:	Email:
Kavila@octa.net	dthomas@rctc.org	sblanco@thetollroads.com	AA.to.the.district.12.
			director@dot.ca.gov

ARTICLE XV. TERM OF AGREEMENT

The term of this Agreement ("Term") shall begin on the Effective Date and end on the later of the sunset dates for the existing 91 Express Lanes, F/ETCA Toll Facility Agreement, or any subsequent amendments in the future.

ARTICLE XVI. ASSIGNMENT

Section 16.01 The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns; provided, that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without prior written consent of all non-assigning parties. Any purported assignment in violation of this ARTICLE XVI shall be treated as invalid from the outset.

Section 16.02 In the event F/ETCA dissolves or the authority of OCTA or RCTC to operate the 91 Express Lanes expires or the entity authorized to operate such toll roads changes, the other Parties will amend this Agreement to reflect such changes. Tolling, as described in ARTICLE VIII, shall continue until the end of the Term. If F/ETCA dissolves prior to the end of the Term, then the parties will meet and confer no later than five (5) years before such dissolution to confirm the successor operator will have the necessary legal authority to operate the 241/91 EC. Thereafter the parties will facilitate the assignment and transfer of F/ETCA property, obligations, contracts, all cash and reserve accounts as identified in Exhibit ix, and related items to the successor operator. F/ETCA will set aside excess operating expenditure reserves for the projected period between dissolution and the end of the Term.

(a) Parties agree that OCTA shall be the successor operator for the 241/91 EC; provided that OCTA obtains the necessary legal authority to operate the 241/91 EC; and OCTA shall be responsible for the F/ETCA obligations and commitments to the operation and maintenance of the Tolling Infrastructure for the 241/91 EC consistent with the terms of this Agreement and the Operating Agreement, including continued tolling and continued repayment of any Project debt, subject to the conditions set forth in subsection (b). If OCTA is unable to become the successor operator, the Parties shall work to obtain the necessary legal authority for another entity to operate the 241/91 EC as the successor operator who shall take over the F/ETCA

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obligations and commitments with regard to the operation and maintenance of the 241/91 EC and its Tolling Infrastructure, including obtaining the necessary legal authority to operate the 241/91 EC, continued tolling, and continued repayment of any Project debt.

- (b) If the successor operator agrees to repay Project debt, then excess operating expenditure reserves shall be used by that successor operator for payment of operating expenses and repayment of Project debt pursuant to this <u>Section 16.02(b)</u>. Should there be a reserve balance at the end of the Term, the balance shall then be distributed to F/ETCA Member Agencies.
 - (i) If 241/91 EC revenues generated meet operating expense funding needs, the successor operator will release excess operating expense reserves annually and apply those funds to the repayment of Project debt; and
 - (ii) If 241/91 EC revenue generated does not meet operating expense funding needs, then the successor operator will use the excess operating expense reserves to support operating expense funding needs and, if additional funding is needed, debt payments may be suspended until such time revenue is sufficient to fund operating expenses, reserves, and restart debt payments.
 - (c) [Reserved.]
- (d) Should Caltrans be designated as the successor operator, the 241/91 EC will be transferred free and clear of obligations, including debt, pursuant to Section 9.04(a) and will operate the 241/91 EC until the end of Term in accordance with the Traffic Operations Metrics.
- (e) Any amendments or assignment of this Agreement shall ensure the continued operation of the 241/91 EC in accordance with the terms of this Agreement and in a manner that will not result in a negative impact to operations of the 91 Express Lanes beyond established thresholds consistent with the Traffic Operations Metrics as of the Effective Date, unless otherwise agreed to by the Parties.
- (f) For the avoidance of doubt, F/ETCA shall have no further obligations under this Agreement after the date on which it dissolves, and the successor operator shall assume F/ETCA's obligations and commitments to the operation and maintenance of the Tolling Infrastructure for the 241/91 EC.

ARTICLE XVII. INSURANCE

Each Party agrees to self-insure or maintain appropriate insurance in such amounts and with such coverage, as determined necessary in its sole discretion, sufficient for its respective responsibilities, obligations, risks, and liabilities under this Agreement.

ARTICLE XVIII. CONFLICTS OF INTEREST

Each Party agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships, or contracts, the Party is unable, or

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potentially unable, to render impartial assistance or advice to another Party(ies) or the Party's objectivity in performing the work required herein is or might be otherwise impaired. Operation of the 91 Express Lanes, or F/ETCA tolled facilities, or operation or construction of any other project specifically identified in this Agreement, shall not be considered an organizational conflict of interest under this section.

ARTICLE XIX. INDEMNIFICATION

To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall defend (at the Indemnifying Party's sole cost and expense with legal counsel reasonably acceptable to the other Parties), indemnify, protect, and hold harmless the other Parties, their officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses, including legal costs and attorney fees (collectively, the "Claims"), including Claims arising from injuries to or death of persons (Indemnifying Party's employees included), for damage to property, including inverse condemnation or for property owned by any of the Indemnified Parties arising from any violation of federal, state, or local law or ordinance or the negligent acts, omissions, or willful misconduct of the Indemnifying Party, its officers, directors, employees, agents, consultants, or contractors arising out of the performance of this Agreement. Any dispute relating to this <u>ARTICLE XIX</u> or concerning any indemnification obligation described in this Agreement shall be subject to the dispute resolution process set forth in Section 23.01 of this Agreement.

ARTICLE XX. RESOLUTION OF CLAIMS WHEN ONE OR MORE PARTY ARE NAMED AS JOINT DEFENDANTS

If one or more Parties are named joint defendants pursuant to a Claim arising under or related to this Agreement, the legal issues between the plaintiff(s) bringing forth such claim and the joint defendants shall be resolved first without consideration as to the allocation or apportionment of liability or damages between the defendant Parties, if any liability or damages can be allocated or apportioned between them. A determination regarding allocation or apportionment of liability or damages between the defendant Parties shall be made following final resolution of the Claim. Any Party that is not a named defendant shall have the right, at its sole cost and expense, to intervene in the action and to participate in the defense and resolution of the Claim. Any dispute relating to this <u>ARTICLE XX</u> or concerning allocation or apportionment of liability or damages between Parties for a Claim shall be subject to the dispute resolution process set forth in <u>Section 23.01</u> of this Agreement.

ARTICLE XXI. RESOLUTION OF INVERSE CONDEMNATION CLAIMS

If any Party is named as a defendant pursuant to a Claim for inverse condemnation arising out of, or related to, the Toll Facility ("Inverse Claim"), then the defendant Party shall immediately notify the other Parties of the existence of the Inverse Claim. If an Inverse Claim is litigated, the legal issues between the plaintiff(s) bringing forth the Inverse Claim and the defendant Parties, as applicable, shall be resolved first without consideration as to the allocation or apportionment of liability or damages between the other Parties, if any liability or damages can be allocated or

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apportioned between them. Any Party that is not a named defendant shall have the right, at its sole cost and expense, to intervene in the action and to participate in the defense and resolution of the Inverse Claim. Any dispute relating to this <u>ARTICLE XXII</u> or concerning allocation or apportionment of liability or damages between Parties for an Inverse Claim shall be subject to the dispute resolution process set forth in <u>ARTICLE XXIII</u> of this Agreement. Liability or damages will be apportioned based on the extent to which the Inverse Claim is found to have arisen out of the other Party's construction or operation of the Toll Facility.

ARTICLE XXII. TRANSFER BACK TO STATE.

Section 22.01 Transfer of Property to Caltrans at End of Term. At the end of the Term, including any extension thereof, all real property, as well as all personal property owned by all relevant Parties and which is related to the 241/91 EC, the Toll Facility, Tolling Infrastructure, including the signs, gantries, other tolling equipment, traffic control devices and video surveillance and enforcement equipment, and other similar equipment utilized for the operation of the Toll Facility, excluding any computer software or hardware for which a license may be required shall automatically become the property of Caltrans. Caltrans may, but is not obligated to, assume the rights and obligations of the relevant Parties with respect to Tolling Infrastructure which is not owned by such Parties, but which is subject to a lease or other financing arrangement with a third party. The relevant Parties shall take all reasonable steps to allow for the substitution of Caltrans for such Parties with respect to any such lease or arrangement. Five (5) years prior to the end of the Term, Parties shall meet and confer for purposes of addressing any actions necessary for the transfer of obligations from the relevant Parties to Caltrans.

Section 22.02 Condition of Toll Facility at End of Term. The Toll Facility shall be returned to Caltrans in a state of good repair, and a condition that meets the handback requirements identified in the F/ETCA Toll Facility Agreement.

Section 22.03 Transfer of Obligations for Toll Facility to Caltrans. At the end of the Term of this Agreement, including any extension of the Term, and to the extent the handback requirements identified in the F/ETCA Toll Facility Agreement have been met, all operations, maintenance and other obligations of the relevant Parties under this Agreement shall become the responsibility of Caltrans, other than, unless otherwise agreed upon by the Parties, any then-existing financing obligations of the relevant Party to third parties that relate to the Toll Facility.

Section 22.04 Vendor Contracts. Caltrans may, but is not obligated to, assume the role of any other Party with respect to any third-party vendor contracts relating to the maintenance or operation of the Toll Facility. The Parties agree to take all reasonable steps to allow for the substitution of Caltrans for the relevant Parties with respect to any third-party vendor contracts.

Section 22.05 Punch List. The Parties agree that a punch list, to include all outstanding maintenance and repair obligations of any Party related to the 241/91 EC, shall be developed by the Parties one (1) year prior to transfer of the Toll Facility to Caltrans. All Parties shall complete all agreed-upon items on the punch list prior to the end of the Term of this Agreement.

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Section 22.06 Transfer of Records at End of Term. At the end of the Term, Parties shall transfer to Caltrans all records pertaining to material maintenance, operations, unresolved complaints, safety, and modifications of the Toll Facility generated within five (5) years prior to termination of this Agreement and maintained by the Parties.

ARTICLE XXIII. DISPUTE RESOLUTION, DEFAULT, REMEDIES, AND TERMINATION

Section 23.01 Dispute Resolution. Unless otherwise specified herein, the Parties shall comply with the following procedures in the case of a dispute, claim, or controversy arising under or in relation to this Agreement including, without limitation, the enforcement of any provision of this Agreement, or the existence, validity, interpretation, performance or breach of this Agreement (a "Dispute").

- (a) 1st Level Review: Submission to Agency Representatives. It is the Parties' intent to resolve disputes at the lowest level and as early as possible. Within ten (10) business days after a Party has notified any other Party of the existence of a Dispute pursuant to the Notice procedure provided in Section 23.03, each Party shall designate an agency representative to review the Dispute. Within ten (10) business days after each Party has designated their agency representative, the designated agency representatives shall meet to resolve the Dispute. The Parties may mutually agree to extend the timeframes.
- (b) 2nd Level Review: Submission to Executive Director, District Director, and Chief Executive Officers (CEO's). If the Dispute is unable to be resolved at the agency representative level, such Dispute shall be referred for negotiation to the Executive Director of RCTC, the District Director of Caltrans District 12, and the respective CEO's of F/ETCA and OCTA. These individuals agree to undertake good faith attempts to resolve said Dispute within ten (10) business days, or other agreed-upon timeframe, after the receipt of written notice from the Party alleging that a Dispute exists. The Parties additionally agree to cooperate with the other Party in the scheduling of negotiation sessions. However, if the Dispute is not resolved within thirty (30) calendar days after conducting the first negotiating session, any Party may then request that the matter be submitted to further dispute resolution procedures, as may be agreed upon by the Parties.
- (c) <u>Alternative Dispute Resolution</u>. If a Dispute is not resolved at the 2nd Level Review, the parties may agree to submit the Dispute to non-binding arbitration or other form of alternative dispute resolution ("<u>Alternative Dispute Resolution</u>"). Each party to bear its own attorney fees and costs. The costs of any Alternative Dispute Resolution to be shared equally among the parties participating in the Alternative Dispute Resolution process.
- (d) <u>Remaining Legal Remedies</u>. If the parties do not agree to submit a Dispute for Alternative Dispute Resolution, or the Dispute remains unresolved following Alternative Dispute Resolution, any party may seek any other legal remedies available, including but without limitation, injunctive relief, equitable relief, specific performance, and/or termination (in whole or in part).

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Preliminary Injunctive Relief Pending Dispute Resolution. During the pendency of Alternative Dispute Resolution, pursuant to Section 23.01(c), any Party may bring a proceeding seeking only preliminary injunctive relief in any state court located in San Diego County, California until the Dispute is resolved. A Party may seek preliminary injunctive relief on an expedited basis prior to the pendency of Alternative Dispute Resolution; provided that (i) the Party seeking the preliminary injunctive relief first provides written notice to the other Parties fortyeight (48) hours prior to seeking preliminary injunctive relief, and (ii) if another Party requests a meeting to meet and discuss resolving the underlying reason for seeking the preliminary injunctive relief, the Party seeking preliminary injunctive relief shall agree to meet and discuss the dispute within the forty-eight (48) hour period prior to filing a preliminary injunction. For the avoidance of doubt, after the forty-eight (48) hour period has passed, the Party seeking preliminary injunctive relief may proceed if (i) no other Party requests a meeting to meet and discuss within the aforementioned forty-eight (48) hour period or (ii) the Parties have met and discussed, if requested, within the aforementioned forty-eight (48) hour period and a resolution has not been reached. Caltrans reserves its right to oppose any party's request to close the 241/91 EC as part of any preliminary injunctive relief.

Section 23.02 Default. Subject to the extensions of time set forth in this Agreement and/or any extensions agreed upon by the Parties, failure by any Party to perform any material term or provision of this Agreement constitutes a default under this Agreement. Except as otherwise expressly provided in this Agreement, any failures or delays by any Party in asserting any of its rights or remedies with respect to a default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any Party in asserting any of its rights and remedies shall not deprive any Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

Section 23.03 Notice of Default. A non-defaulting Party shall give written notice of any alleged default to the Party in default, specifying the alleged default. The defaulting Party shall attempt to cure the default within sixty (60) calendar days following written notice of default. If the alleged default is not reasonably capable of cure within the sixty (60) day period specified above, then:

- (a) The defaulting Party shall, within sixty (60) calendar days following receipt of the notice of default, provide a written response to the non-defaulting Parties that (i) identifies the actions to be undertaken to cure the default (the "Cure Activities") and (ii) identifies a schedule of performance for implementation and completion of the Cure Activities (the "Cure Schedule");
- (b) The non-defaulting Parties shall review the proposed Cure Activities and Schedule for purposes of confirming the reasonableness thereof;
- (c) At the request of the non-defaulting Party, representatives of the Parties shall meet and confer for purposes of addressing any questions or concerns with respect to the Cure Activities and the Schedule; and
- (d) Provided that the defaulting Party is diligently pursuing implementation of the Cure Activities in accordance with the Schedule, the defaulting Party may request reasonable extensions

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of the Schedule, and the non-defaulting Parties shall not unreasonably withhold their consent to such requests.

Section 23.04 Failure to Cure. In the event that the defaulting Party fails to complete the cure or remedy of a default within sixty (60) calendar days following receipt of written notice, or within such time as the non-defaulting Parties otherwise agree to in writing, the non-defaulting parties may pursue a Termination for Cause pursuant to <u>Section 23.05</u>.

Section 23.05 Termination for Cause. If the default is not timely cured in accordance with Section 23.03, the non-defaulting party may terminate this Agreement through a written notice of termination, the effective date of which shall be no less than sixty (60) days from the date of the notice; provided that such termination has been reported to the respective board of directors of the non-defaulting party. Project Development Costs incurred pursuant to Section 9.03 following the date of termination will not be reimbursed.

Section 23.06 Rights and Remedies. In the event of a default that is not timely cured, the non-defaulting Parties may exercise the right to seek damages, specific performance, or injunctive, or equitable relief. The exercise of a Party's rights and remedies shall be cumulative with the exercise of other rights and remedies. No Party shall be liable for special, punitive, indirect, incidental or consequential damages arising out of this Agreement or the exercise of its rights hereunder.

Section 23.07 Termination for Convenience. Any Party, in its sole discretion, may terminate at any time before Ready to List Certification, without cause, (i) by providing at least sixty (60) calendar days' prior written notice to the other Parties, or (ii) if there are less than sixty (60) calendar days until Ready to List Certification, by providing immediate written notice once the Party elects to exercise such termination right; provided that such termination has been reported to the respective board of directors of the Party seeking to terminate. If this Agreement is terminated pursuant to this Section 23.07, Project Development Costs incurred pursuant to Section 9.03 following the date of termination will not be reimbursed.

Section 23.08 Cooperation Prior to Termination. Prior to the effective date of a termination for cause, the Parties shall cooperate in good faith to facilitate the transfer of services, agreements, materials, software, excluding any computer software or hardware for which a license may be required, equipment, and information as necessary for modification to the Project as needed so as not to impede the operation of the SR-241 toll road and 91 Express Lanes in the event the 241/91 EC is no longer operating.

ARTICLE XXIV. SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

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ARTICLE XXV. INTERPRETATION, GOVERNING LAW, AND COMPLIANCE WITH LAWS

Section 25.01 Each Party warrants that, in the performance of this Agreement, it shall comply with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

Section 25.02 This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions arising out of or in relation to this Agreement, subject to the Parties first exhausting the dispute resolution procedures in <u>ARTICLE XXIII</u>, shall be instituted in the Superior Court of the County of San Diego, State of California, and the Parties covenant and agree to submit to the personal jurisdiction of the court in the event of any action.

ARTICLE XXVI. AUTHORITY TO ENTER INTO AGREEMENT

Each Party hereto represents that it is authorized to execute this Agreement on behalf of said Party and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

ARTICLE XXVII. NO THIRD-PARTY BENEFICIARIES.

This Agreement is for the benefit of the Parties only. No third-party beneficiary is intended.

ARTICLE XXVIII. LEGISLATIVE AUTHORIZATION.

The Parties agree and understand that the obligations created by this Agreement are subject to the appropriation of the required resources by the board or other governing body of such Party.

ARTICLE XXIX. DRAFTING AMBIGUITIES

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

ARTICLE XXX. AUTHORIZED DESIGNEES

Section 30.01 The Chief Executive Officer of F/ETCA, or designee, shall have the authority to act for and exercise any of the rights of F/ETCA under this Agreement.

Section 30.02 The Chief Executive Officer of OCTA, or designee, shall have the authority to act for and exercise any of the rights of OCTA under this Agreement.

Section 30.03 The Executive Director of RCTC, or designee, shall have the authority to act for and exercise any of the rights of RCTC under this Agreement.

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Section 30.04 The District 12 Director of Caltrans, or designee, shall have the authority to execute this Agreement on behalf of Caltrans.

ARTICLE XXXI. COORDINATION WITH OTHER CONTRACTORS

During the course of this Agreement, the Parties, collectively or individually, may undertake or award other agreements for additional work, including separate agreements with different contractors. It is critical that close coordination with interfacing contractors occurs throughout the Term. Each Party shall fully cooperate with the other Parties and their contractors and take reasonable measures to coordinate its own work with said contractors. Should problems in coordination with other contractor(s) occur, Parties shall be made aware of these problems immediately and shall take steps to address the problems and mitigate any delays or additional costs. Parties shall cooperate with other contractors or forces performing construction or work of any other nature within or adjacent to sites specified in order to avoid any delay or hindrance to such other contractors or forces. Parties reserve the right to perform other or additional work at or near the Project site (including material sources) at any time, by the use of other forces.

ARTICLE XXXII. FORCE MAJEURE

Any Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause that is beyond its control, including: any incidence of fire, flood, or other acts of God; labor strikes, commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; pandemic; or a material act or omission by another Party; when satisfactory evidence of such cause is presented to the other Party; and provided further that such nonperformance is unforeseeable, beyond the control and is not due in part, or in whole, to the fault or negligence of the Party not performing and could not have been avoided or limited in the exercise of due diligence by such Party.

ARTICLE XXXIII. COUNTERPARTS OF AGREEMENT; FACSIMILE AND ELECTRONIC SIGNATURES

This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted. This Agreement may be signed using an electronic signature. A validly executed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original validly executed copy of this Agreement.

[signatures next page]

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IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed on the date first written above.

FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
By:Ryan Chamberlain Chief Executive Officer APPROVED AS TO FORM:	By: Lan Zhou District 12 Director APPROVED AS TO FORM:
By: Ben Rubin, Nossaman General Counsel	By: [Name] [Title]
Dated:	Dated:
ORANGE COUNTY TRANSPORTATION AUTHORITY	RIVERSIDE TRANSPORTATION COMMISSION
By: Darrell E. Johnson Chief Executive Officer APPROVED AS TO FORM:	By: Aaron Hake Executive Director APPROVED AS TO FORM:
By: [Name] [Title]	By: [Name] [Title]
Dated:	Dated:

THE DEVELOPMENT AND OPERATION OF THE 241/91 EXPRESS CONNECTOR

F/ETCA AGREEMENT NO. __ OCTA AGREEMENT NO. __ RCTC AGREEMENT NO. __ CALTRANS AGREEMENT NO. __

DRAFT EXHIBIT i – Not In Use



THE DEVELOPMENT AND OPERATION C)F
THE 241/91 EXPRESS CONNECTOR	

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OCTA AGREEMENT NO.	
RCTC AGREEMENT NO.	
CALTRANS AGREEMENT NO.	

DRAFT EXHIBIT ii – Project Cost Table



DRAFT

F/E	TCA AGREEMENT NO
0	CTA AGREEMENT NO
R	CTC AGREEMENT NO
ΔΙΤΡ	ANS AGREEMENT NO

EXHIBIT ii – Project Cost Table

This Exhibit represents all costs incurred by F/ETCA associated with 241/91	Express Connector Project d	evelopment that will be re	paid to F/ETCA outlined in Section
9.01 (b).			
Table below represents costs as estimated as of	(date).		
	= \ /		

Final Table and total repayment amount will be determined after Project Construction Closeout and agreed to in writing by all parties prior to start of repayment outlined in Section 9.02.

Project Cost Description	Source	Estimated Cost	Actual Incurred To Date
PROJECT APPROVAL			
Professional Services for PAED	TCA Actual Costs, March 2020	\$7,991,000	\$7,991,000
FINAL DESIGN			
TCA Project Development Costs - Design & Legal	Board Authorized Contract Amounts	\$36,030,000	\$32,227,900
TCA Right of Way and Utilities Costs and Support Services	Draft Right of Way Data Sheet	\$40,000	\$0
TCA-Transcore Toll Systems Design & Development	December 2023 TCA Estimate	\$5,400,000	\$0
OCTA Project Development Costs - Design & Legal	As submitted through June 2023 + 25%	\$580,000	\$0
OCTA-Kapsch Toll Systems Design & Development	Assume 5% of Transcore	\$270,000	\$0
RCTC Project Development Costs - Design & Legal	As submitted through April 2024 + 25%	\$790,000	\$631,740
RCTC-Kapsch Toll Systems Design & Development	Assume 5% of Transcore	\$270,000	\$0
RCTC Eastbound McKinley 2.0	RCTC Estimate	\$10,000,000	\$0
CONSTRUCTION			
Caltrans Roadway Construction Cost	October 2024 Engineer's Estimate	\$256,150,000	\$0
Caltrans Structures Construction Cost	October 2024 Engineer's Estimate	\$100,630,000	\$0
TCA Closure Reimbursement - OCTA Express Lanes	October 2024 Engineer's Estimate	\$3,340,000	\$0
TCA Closure Reimbursement - RCTC Express Lanes	October 2024 Engineer's Estimate	\$10,000	\$0
Caltrans AAA Cost (12-0829)	Caltrans Cost Estimate 07-15-25	\$71,370,000	\$0
TCA-Transcore Toll Systems Equipment and Installation	December 2023 TCA Estimate	\$11,730,000	\$0
TCA-Kapsch for OCTA Toll Systems Equipment and Installation	Assume 12.5% of Transcore Estimate	\$1,470,000	\$0
TCA-Kapsch for RCTC Toll Systems Equipment and Installation	Assume 12.5% of Transcore Estimate	\$1,470,000	\$0
TCA Construction Support	20% of Caltrans AAA Cost	\$15,489,000	\$0
OCTA Project Development Costs – Construction	5% of TCA Construction Support	\$590,000	\$0
RCTC Project Development Costs - Construction	5% of TCA Construction Support	\$590,000	\$0
	Total Project Cost = F/ETCA Repayment Amount	\$524,210,000	\$40,850,640

THE DEVELOPMENT AND OPERATION OF
THE 241/91 EXPRESS CONNECTOR

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DRAFT EXHIBIT iii – Toll Facility

Same content as Operating Agreement Exhibits A and B.

This Master Agreement Exhibit iii will be a static.

Operating Agreement Exhibits A and B will be updated post-construction with the final disposition/location of toll facilities



EXHIBIT A 241/91 EXPRESS CONNECTOR TOLL FACILITIES



Exhibit A includes all the facilities that will be installed and maintained throughout operations of the 241/91 Express Connector.

Refer to Exhibit B for visual depiction of facilities listed in table below. Notes:

- 1. All equipment is owned, operated, and maintained by F/ETCA unless otherwise noted.
- 2. Responsibility Assignment Legend
 - P Primary Responsibility
 - C Coordination Responsibility Only
 - N No Responsibility

Element/Task/Component / Sub-system (Approximate Location)	RCTC	ОСТА	F/ETC A	Comments Other Responsibility/Information	RCTC 91 EL Closur e	OCTA 91 EL Closur e	F/ETC A EC Closur e
BI-DIRECTIONAL TOLL	POINT ("EC" LII	NE STAT	ION 38+25)			
Overhead Lane Equipment - NB/EB	N	N	P		No	No	Yes
In Pavement Loop System - NB/EB	N	N	P		No	No	Yes
Overhead Lane Equipment - WB/SB	N	N	P		No	No	Yes
In Pavement Loop System – WB/SB	N	N	P		No	No	Yes
Roadside Cabinet and Controller	N	N	P		No	No	No
Network Communication Equipment	N	N	P		No	No	No
Backup Generator and Enclosure	N	N	P		No	No	No
Gantry Structure and Foundation	N	N	P		No	No	Yes
Maintenance Vehicle Path and Pad	N	N	P	Maintained by Caltrans, refer to the ECMA.	No	No	No

Element/Task/Component / Sub-system (Approximate Location)	RCTC	ОСТА	F/ETC A	Comments Other Responsibility/Information	RCTC 91 EL Closur e	OCTA 91 EL Closur e	F/ETC A EC Closur e
TOLL COLLECTION OV MOVEMENT)	ERHEAD	ELECT	RONIC S	IGNS (NORTH-TO-EAST			
Changeable Message Sign (CMS) ("B" Line Station 730+80)	N	N	P		No	No	No
Overhead Electronic Sign and Static Border							
 Roadside Cabinet and Sign Controller 					•		
Electrical Transformer and Electrical Sub- Panel							
Network Communication Equipment		(
Sign Structure and Foundation							
Variable Toll Message Sign (VTMS) ("B" Line Station 749+00)	N	N	P		No	No	No
- Overhead Static Sign							
Electronic Insert (toll rate display)							
 Lower CMS Panel (mode display one line) 							
Roadside Cabinet and Sign Controller							
Electrical Transformer and Electrical Sub- Panel							
- Network Communication Equipment							
Sign Structure and Foundation							

Element/Task/Component / Sub-system (Approximate Location)	RCTC	ОСТА	F/ETC A	Comments Other Responsibility/Information	RCTC 91 EL Closur e	OCTA 91 EL Closur e	F/ETC A EC Closur e
Lane Operational Sign (LOS) #1 (CMS Panel under static guide sign) ("B" Line Station 866+80)	N	N	P	Co-located on Caltrans-owned and maintained overhead sign structure.	No	No	No
- Electronic Insert							
Roadside Cabinet and Sign Controller							
 Electrical Transformer and Electrical Sub- Panel 					•		
- Network Communication							
- Equipment							
Lane Operational Sign (LOS) #2 (Enforcement "X" / arrow) ("B" Line Station 892+80)	N	N	P	Co-located on Caltrans-owned and maintained overhead sign structure.	No	No	No
Overhead Static Sign with Electronic Insert							
Roadside Cabinet and Sign Controller							
 Electrical Transformer and Electrical Sub- Panel 							
NetworkCommunicationEquipment							
Sign Structure and Foundation							
TOLL COLLECTION OV MOVEMENT) OCTA ELE							
Sign Structure and Foundation	N	P	C	Refer to Ops Agreement for shared financial responsibility.	Yes	Yes	Yes
Electrical Power Service and Feed	N	P	C	Refer to Ops Agreement for shared financial responsibility.	Yes	Yes	Yes
Replacement Parts	N	P	C	Refer to Ops Agreement for shared financial responsibility.	Yes	Yes	Yes

Element/Task/Component / Sub-system (Approximate Location)	RCTC	ОСТА	F/ETC A	Comments Other Responsibility/Information	RCTC 91 EL Closur e	OCTA 91 EL Closur e	F/ETC A EC Closur e
Sign Warranty	N	P	C	Existing Warranty and Daktronics support through OCTA.	Yes	Yes	Yes
				Refer to Ops Agreement for shared financial responsibility.			
F/ETCA Sign Controller	N	С	P	Daktronics provided and installed F/ETCA Controller, Light Sensor and VCB board will be maintained by F/ETCA for the F/ETCA portion of the sign	Yes	Yes	Yes
OCTA Sign Controller	N	P	C	Daktronics provided and installed OCTA Controller, Light Sensor and VCB board will be maintained by OCTA for the OCTA portion of the sign.	Yes	Yes	Yes
F/ETCA Network Communication Equipment	N	C	P		Yes	Yes	Yes
TOLL CONNECTOR MET MOVEMENT)	TER (TC	M) ("EC"	LINE ST	ΓΑΤΙΟΝ 37+50, NORTH-TO-EAST			
Roadside Cabinet and Controller	N	N	P		No	No	Yes
Overhead Signal, Enforcement Signal and Pole	c	C	P	The 91 TOC may identify equipment that is not functioning properly for repair by F/ETCA.	No	No	Yes
Roadside Signal and Pole	C	C	P	The 91 TOC may identify equipment that is not functioning properly for repair by F/ETCA.	No	No	Yes
Toll Connector Meter Camera Detection System	N	N	P	Used to Augment CHP Enforcement	No	No	Yes
Occupancy Detection System	N	N	P	Used to Augment CHP Enforcement	No	No	Yes
In-Pavement Loops	N	N	P		No	No	Yes

Element/Task/Component / Sub-system (Approximate Location)	RCTC	ОСТА	F/ETC A	Comments Other Responsibility/Information	RCTC 91 EL Closur e	OCTA 91 EL Closur e	F/ETC A EC Closur e
Roadside Metering Signage	N	N	P		No	No	Yes
Network Communication Equipment	N	N	P		No	No	Yes
TCM SIGNS (QTY 5) ("EC" "B" Line Station 884+80 an			50 and 23	3+00, "EC1" Line Station 22+20,			
Overhead Flashing Beacons	N	N	P		No	No	Yes
Overhead Blank-Out Sign	N	N	P		No	No	Yes
Overhead Sign Structure	N	N	P		No	No	Yes
Electrical Transformer and Electrical Sub-Power	N	N	P		No	No	Yes
Roadside Cabinet and Controller	N	N	P		No	No	Yes
Network Communication to TCM Controller	N	N	P		No	No	Yes
TCM QUEUE DETECTIO Line Station 892+80)	N LOOP	S (QTY 3)) ("EC" L	ine Station 33+00 and 22+20, "B"			
In-Pavement Loops	N	N	P		No	No	Yes
Network Communication to TCM Controller	N	N	P		No	No	Yes
ELECTRICAL SERVICE							
EC and TCM ("SAC" Line Station 445+30)	N	N	P	Repairs of electrical service do not require closures due to back up power options.	No	No	No
TDS Locations ("E91" Line Station TBD)	N	N	P	Repairs of electrical service do not require closures due to back up power options.	No	No	No

Element/Task/Component / Sub-system (Approximate Location)	RCTC	ОСТА	F/ETC A	Comments Other Responsibility/Information	RCTC 91 EL Closur e	OCTA 91 EL Closur e	F/ETC A EC Closur e
	ND 891+5			'B" LINE STATION 730+00, ATION 22+00 AND 38+20, "E91"			
Pole Mounted Camera Equipment with Pan-Tilt- Zoom (PZT) functionality	C	C	P	The 91 TOC may identify cameras that are not functioning properly for repair by F/ETCA.	No	Yes	No
Cabling Equipment	N	N	P		No	Yes	No
Pole Mounted Cabinet	N	N	P	CCTV #1-6, #8-9.	No	Yes	No
EC Gantry Mounted Cabinet	N	N	P	CCTV #7.	No	No	No
Network Communication Equipment	N	N	P		No	Yes	No
Vehicle Detection System (VDS) Pole and Foundation	N	N	P	CCTV #8 shared pole with TDS #4 and #5. CCTV #9 shared pole with TDS #10.	No	Yes	No
509+00, AND 522+00)	OVEMEN	NT ("E91'	"LINE S	TATION 453+00, 483+00, 498+00, TATION 483+00, 498+00, 509+00,			
Structure Mounted Microwave Detectors	N	N	P	TDS #1.	No	Yes	Yes
Ground Mounted Cabinet	N	N	P	TDS #1.	No	No	No
Pole Mounted Microwave Detector	N	N	P	TDS #2 and #3 shared pole. TDS #4 and #5 shared with CCTV #8. TDS #6 and #7 shared pole. TDS #8 and #9 shared pole. TDS #10 shared pole with CCTV #9.	No	Yes	Yes

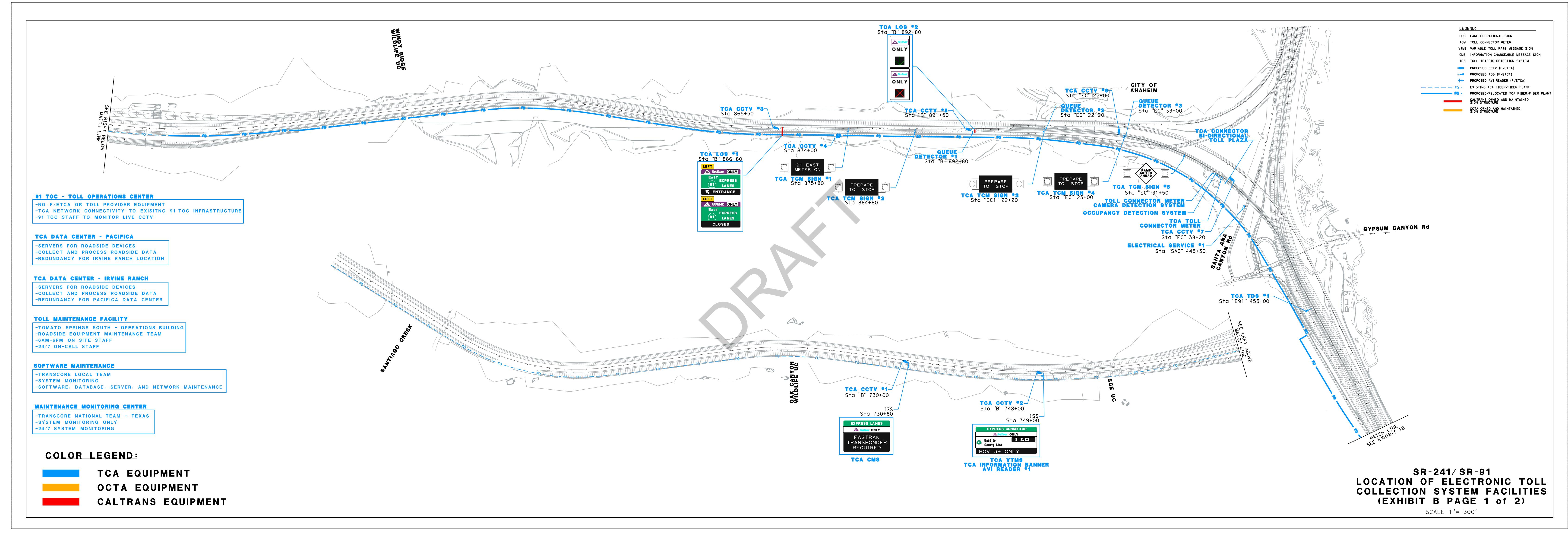
Element/Task/Component / Sub-system (Approximate Location)	RCTC	ОСТА	F/ETC A	Comments Other Responsibility/Information	RCTC 91 EL Closur e	OCTA 91 EL Closur e	F/ETC A EC Closur e
Vehicle Detection System (VDS) Pole and Foundation	N	N	P	TDS #2 and #3 shared pole. TDS #4 and #5 shared with CCTV #8. TDS #6 and #7 shared pole. TDS #8 and #9 shared pole. TDS #10 shared pole with CCTV #9.	No	Yes	Yes
Network Communication Equipment	N	N	P		No	Yes	Yes
AUTOMATED VEHICLE	IDENTII	FICATIO	N (AVI) S	SYSTEM			
AVI Reader #1 – NB 241 ("B" Line Station 749+00)	N	N	P	Co-located with F/ETCA VTMS.	No	No	Yes
AVI Reader # 2 – EB Egress ("E91" Line Station 523+90)	C	C	P	Co-located on Caltrans-owned and maintained overhead sign structure.	No	Yes	Yes
DATA AND COMMUNIC.	ATIONS						
Pacifica Location Data Center - Data Servers - Communication Equipment - Equipment Software Configurations	N	Ň	P		No	No	No
Irvine Ranch Location Data Center - Servers - Communication Equipment - Equipment Software Configurations	N	N	P		No	No	No

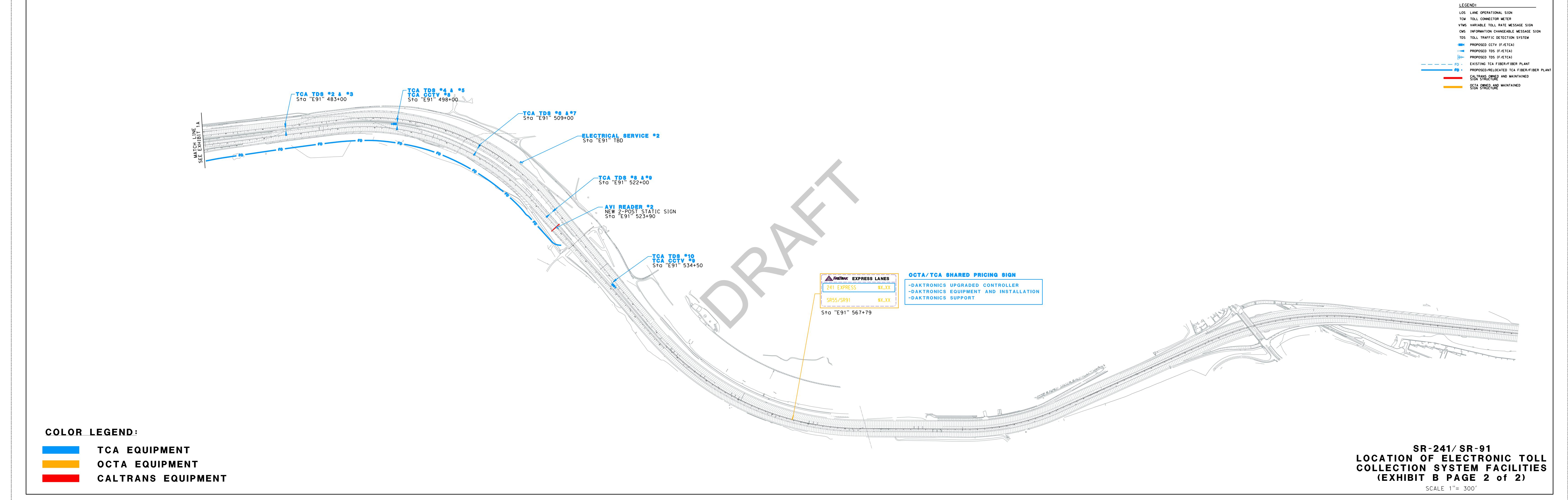
Element/Task/Component / Sub-system (Approximate Location)	RCTC	ОСТА	F/ETC A	Comments Other Responsibility/Information	RCTC 91 EL Closur e	OCTA 91 EL Closur e	F/ETC A EC Closur e
Texas Monitoring Center - 24/7 System Monitoring	N	N	P		No	No	No
Fiber Plant Infrastructure NB 241 from "B" Line 783+50 to "B" Line 897+50 - Fiber Cable, splice enclosures and, fiber distribution units. - Network Communication equipment	N	N	P		No	No	No
Fiber Plant Infrastructure NB to EB 241 from "CNW" Line 97+50 to "CNW" Line 103+00 - Fiber Cable, Splice Enclosures and, Fiber Distribution Units. - Network Communication Equipment	N	N	P		No	No	No
Fiber Plant Infrastructure NB to EB 241 from "CNE" Line 103+00 to "CNE" Line 171+00 - Fiber Cable, Splice Enclosures and, Fiber Distribution Units. - Network Communication Equipment	N	N	P		No	No	No

Element/Task/Component / Sub-system (Approximate Location)	RCTC	ОСТА	F/ETC A	Comments Other Responsibility/Information	RCTC 91 EL Closur e	OCTA 91 EL Closur e	F/ETC A EC Closur e
Fiber Plant Infrastructure EB 91 from "E91" Line 477+00 to "E91" Line 527+00 - Fiber Cable, Splice Enclosures and, Fiber Distribution Units. - Network Communication Equipment	N . OPER	N	P	(TOC)	No	No	No
91 EL TOC Advanced Traffic Management System (ATMS) Software and Configuration System Updates.	P-Joint Operat ion with OCTA	P-Joint Operat ion with RCTC	N	Data Sharing Configurations between 91 TOC Advanced Traffic Management System (ATMS) and F/ETCA Toll Service Provider.	No	No	No
F/ETCA System Software and Configuration	С	С	P	Data Sharing Configurations between 91 TOC Advanced Traffic Management System (ATMS) and F/ETCA Toll Service Provider.	No	No	No
91 EL TOC Hardware. Switches, network communication equipment, Computers, Video Wall, etc.	P-Joint Operation with OCTA	P-Joint Operat ion with RCTC	P	F/ETCA will provide requirements as additions to the existing ViaPlus contract for the purposes of the 241/91 Express Connector. All three agencies have primary responsibility, F/ETCA will be responsible for payment of additional hardware required for the 241/91 EC.	No	No	No
91 EL TOC Labor and Personnel	P-Joint Operat ion with OCTA	P-Joint Operat ion with RCTC	P	F/ETCA will provide requirements as additions to the existing ViaPlus contract for the purposes of the 241/91 Express Connector. All three agencies have primary responsibility, F/ETCA will be responsible for payment monthly expenses of personnel as it relates to monitoring the 241/91 EC.	No	No	No

EXHIBIT B 241/91 EXPRESS CONNECTOR LOCATION OF ELECTRONIC TOLL COLLECTION SYSTEM FACILITIES







THE	DEVELOPMENT AND OPERATION OF
THE	241/91 EXPRESS CONNECTOR

F/ETCA AGREEMENT NO.	
OCTA AGREEMENT NO	
RCTC AGREEMENT NO.	
CALTRANS AGREEMENT NO.	

DRAFTEXHIBIT iv – Project Ownership



THE DEVELOPMENT AND OPERATION O	F
THE 241/91 EXPRESS CONNECTOR	

F/ETCA AGREEMENT NO	
OCTA AGREEMENT NO.	
RCTC AGREEMENT NO.	
CALTRANS AGREEMENT NO	

DRAFT EXHIBIT v – Not In Use



THE	DEVELOPMENT AND OPERATION OF
THE	241/91 EXPRESS CONNECTOR

F/ETCA AGREEMENT NO.	
OCTA AGREEMENT NO.	_
RCTC AGREEMENT NO.	
CALTRANS AGREEMENT NO.	_

DRAFT

EXHIBIT iv – Project Ownership

This Exhibit includes the real estate interests of the Project that shall be the property of Caltrans (Part 1), real estate interests of the Project that shall be the property of F/ETCA (Part 2), and other components of the Project that are of interest to the Parties (Part 3).

The existing SR-241 right of way was transferred to and is owned by Caltrans when the SR-241 was originally constructed and opened.

There are no on-site (i.e. within State right of way) mitigation parcels required for the Project.

Tolling infrastructure for the Project is shown in separate, Exhibit iii of this Agreement and is owned, operated, and maintained by F/ETCA.

THE	DEVEL	OPMENT AND OPERATION C)F
THE	241/91	EXPRESS CONNECTOR	

F/ETCA AGREEMENT NO.	
OCTA AGREEMENT NO.	
RCTC AGREEMENT NO.	
CALTRANS AGREEMENT NO.	_

DRAFT

EXHIBIT iv – Project Ownership

Part 1 – Real Estate Interests that Shall be the Property of Caltrans

The sole right of way acquisition required for the 241/91 Express Connector Project is a permanent footing easement acquisition (permanent underground footing easement) of 0.006 acres (241 SF) from the City of Anaheim Santa Ana Canyon Road Right-of-Way, to be acquired by F/ETCA and conveyed to Caltrans upon completion of construction, free and clear of all liens and encumbrances.



Recorded at the request of

Foothill/Eastern Transportation Corridor Agency

When Recorded Mail to: Foothill/Eastern Transportation Corridor Agency 125 Pacifica, Suite 100 Irvine, CA 92618-3304

WITH A COPY TO: City of Anaheim Attn: City Clerk 200 South Anaheim Boulevard Anaheim, CA 92805

This document is recorded for the benefit of the Foothill/Eastern Transportation Corridor Agency and is therefore exempt from the payment of the recording fee pursuant to Government Code Section 6103 and 27383 and from the payment of the documentary transfer

tax pursuant to Revenue and Taxation Code Section 11922.

Recorded in Official Records, Orange County Hugh Nguyen, Clerk-Recorder



NO FEE

2025000141920 08:09 am 05/19/25

Space above this line for Recorder's Use

IT 6P NF

City Deed No.	12754
ACQ:	

District	County	Route	Postmile	Number
12	ORA	91	ORA	301028-1
			R16.261	

PERMANENT SUBSURFACE FOOTING EASEMENT

Parcel Number: 301028-1

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the CITY OF ANAHEIM, a California municipal corporation and charter city,

hereinafter called "GRANTOR", hereby grants and conveys to the FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY, a California joint powers authority ("GRANTEE"), its successors and assigns, a permanent, perpetual, exclusive and assignable subsurface easement together with the right to use all necessary and convenient means of access, including without limitation ingress and egress to and from the easement area over the public street or highway most convenient thereto ("Easement"). The Easement shall be for use by the GRANTEE to construct, reconstruct, use, and maintain, alter, access, inspect, repair, remove or replace a bridge footing and all incidents thereto, upon, in, on, over, through, under, across and along that certain real property in the City of Anaheim, County of Orange, State of California described on Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein by reference.

Dated this 17th day of October, 20 23.

"GRANTOR"

City of Anaheim,

a California municipal corporation and charter city

ATTEST:

By: Ushley Litt

Ashleigh Aitken

Theresa Bass, City Clerk

10/27/23

1

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)			
) ss.			
COUNTY OF)			
On October 17, 2023 public, personally appeared	before me	e, Susana la	Barrios	, a notary
public, personally appeared	Ashlejah F	titken		, who proved to
me on the basis of satisfactory e	vidence to be th	ne person(s) whose	name(s) is/are s	subscribed to the
within instrument and acknowl	edged to me th	nat he/she/they exe	ecuted the same	in his/her/their
authorized capacity(ies), and the	at by his/her/th	eir signature(s) on	the instrument	the person(s), or
the entity upon behalf of which	the person(s) ac	cted, executed the	instrument.	
I certify under PENALTY OF foregoing paragraph is true and		nder the laws of t	he State of Ca	lifornia that the
WITNESS my hand and official	l seal.			
(AFFIX NOTARIAL SEAL)		Lusas	ra Barru	H2
			NOTARY PUE	BLIC
SUSANA BARRIOS				
Notary Public - Calife	ornia			

Orange County
Commission # 2384723
My Comm. Expires Nov 27, 2025

Exhibit "A" Legal Description

CALTRANS PARCEL NO. 301028-1

FOOTING EASEMENT

THAT PORTION OF PARCEL 1 (46540-1), IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS DESCRIBED IN THE GRANT DEED RECORDED MARCH 8, 1971 IN BOOK 9563, PAGE 744, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF PARCEL 300261-2 AS DESCRIBED IN THE AMENDED AND RESTATED GRANT DEED RECORDED OCTOBER 14, 1998 AS INSTRUMENT NO. 19980694409, OF OFFICIAL RECORDS, AND PER THE GRANT DEED RECORDED OCTOBER 19, 1998 AS INSTRUMENT NO. 19980702665, OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THE SOUTHERLY LINE OF SAID PARCEL 1 (46540-1), SAID PARCEL 300261-2 IS SHOWN ON RECORD OF SURVEY NO. 99-1013, FILED IN BOOK 182, PAGES 1 THROUGH 26, OF RECORDS OF SURVEY. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY LINE NORTH 69°05'35" WEST, 347.92 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 69°05'35" WEST, 34.67 FEET;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 43°32'31" EAST, 14.20 FEET;

THENCE SOUTH 46°27'29" EAST, 32.00 FEET TO A LINE THAT BEARS NORTH 43°32'31" EAST FROM THE TRUE POINT OF BEGINNING:

THENCE ALONG SAID LINE SOUTH 43°32'31" WEST, 0.86 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A GRID AREA 241 SQUARE FEET OR 0.006 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE VI, NAD 83 (2007.00 EPOCH), ALL DISTANCES SHOWN ARE GRID DISTANCES, TO OBTAIN GROUND DISTANCES DIVIDE BY 0.99998151.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

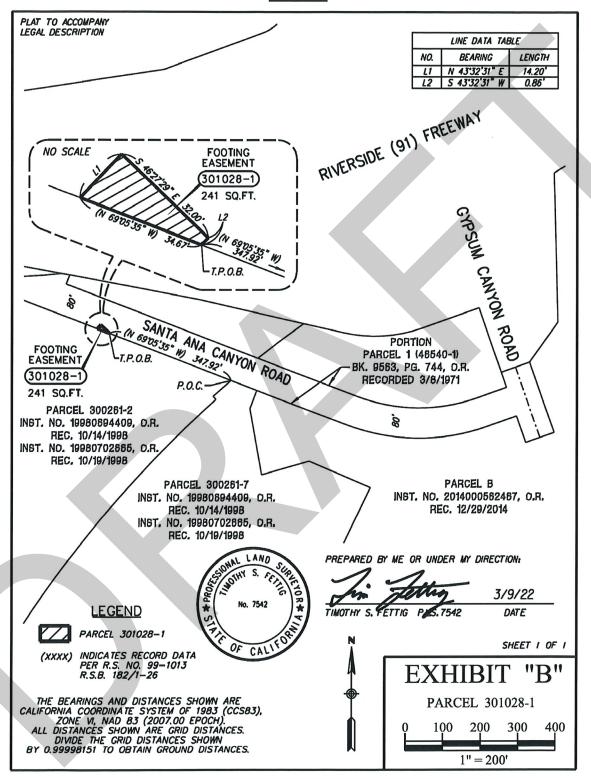
THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

3/9/22

DATE

No. 7542

Exhibit "B" Depiction



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Easement Deed to the Foothill/Eastern Transportation Corridor Agency, a California joint powers authority ("TCA"), is hereby accepted by the undersigned officer on behalf of the Board of Directors of TCA, pursuant to authority conferred by action of said Board of Directors on November 9, 2023, and TCA consents to recordation thereof by its duly authorized officer.

FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY, a California joint powers authority

By:

Name: Ryan Chamberlain
Title: Chief Executive Officer

APPROVED AS TO FORM:

By:

Name: Ben Rubin

Title: General Counsel

Orange County
Clerk-Recorder
Hugh Nguyen
601 N. Ross Street
Santa Ana, CA 92701
(714) 834-2500

Receipt No.: RPT20250000120736

Finalization No.: 20250000150788

Cashier:

crttsai

Register:

RecWin1A

Date/Time:

05/19/2025 08:09 AM

Item	Title	Count
1	E01	1
Easer	nent	
Withdraw Control of the Control of the	ment ID	Amount
	2025000141920	No Fee
Time	Recorded 08:09	AM

Total Amount Due:

\$0.00

Total Paid

No Fee

Amount Due:

\$0.00

THANK YOU

PLEASE RETAIN THIS RECEIPT

FOR YOUR RECORDS

www.ocrecorder.com



THE DEVELOPMENT AND OPERATION O)F
THE 241/91 EXPRESS CONNECTOR	

F/ETCA AGREEMENT NO	
OCTA AGREEMENT NO.	
RCTC AGREEMENT NO.	•
CALTRANS AGREEMENT NO.	•

DRAFT

EXHIBIT iv – Project Ownership

Part 2 – Real Estate Interests that Shall be the Property of F/ETCA

No real estate interests or acquisition of off-site mitigation lands are required for the Project.

Existing F/ETCA mitigation properties will be used to offset credits for the Project.



F/ETCA AGREEMENT NO	
OCTA AGREEMENT NO.	
RCTC AGREEMENT NO	
CALTRANS AGREEMENT NO	

DRAFT EXHIBIT iv – Project Ownership

Part 3 – Other Components of the Project that are of Interest to the Parties

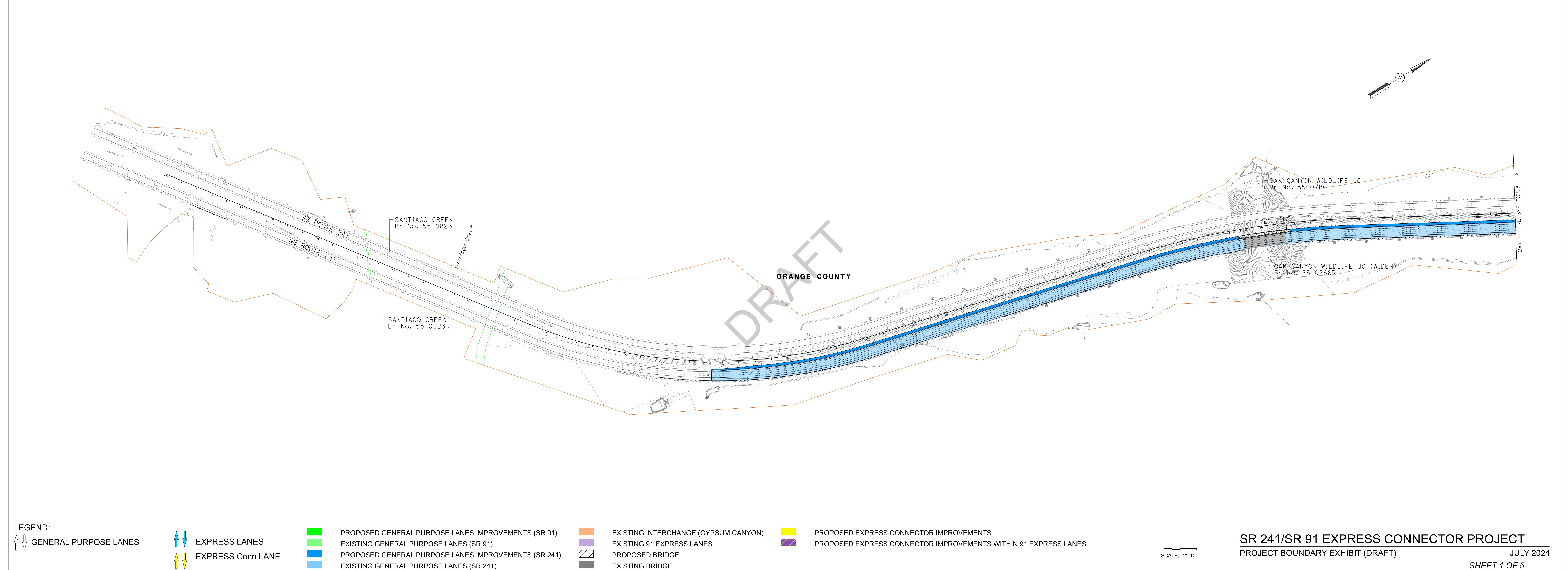
Project Improvements to →	SR-91 General Purpose Lanes	91 Express Lanes	SR-241	Express Connector ¹
Project Responsibility of ↓				
Construction	Sponsor - F/ETCA Administration – Caltrans	Sponsor - F/ETCA Administration – Caltrans	Sponsor - F/ETCA Administration – Caltrans	Sponsor - F/ETCA Administration – Caltrans
Facility Ownership	Caltrans	Caltrans	Caltrans	Caltrans
Roadway Maintenance ²	Caltrans	Orange County – OCTA Riverside County – RCTC	Caltrans	Caltrans
Incident Management	Caltrans	91 Express Lanes Traffic Operations Center (TOC) ³	Caltrans	91 Express Lanes TOC and Caltrans Traffic Management Centers Districts 12 and 8
Enforcement	СНР	CHP	CHP	CHP
Toll Operator	N/A	Orange County – OCTA Riverside County – RCTC	F/ETCA	F/ETCA
Toll Collection System Maintenance ⁴	N/A	Orange County – OCTA Riverside County – RCTC	F/ETCA	F/ETCA

¹ Includes Express Connector facilities within the 91 Express Lanes. Except for construction, operations and maintenance are to be funded by Express Connector toll revenues.

² All roadway features, including but not limited to roadbed, slopes, landscaping, safety devices, overhead and roadside signs, structures, drainage, TMS equipment, highway electrical, traffic control devices (striping and channelizers), etc., related to complete operation of the State Highway System facility and right of way as covered under the separate facility and/or maintenance agreements between Caltrans and each toll operator.

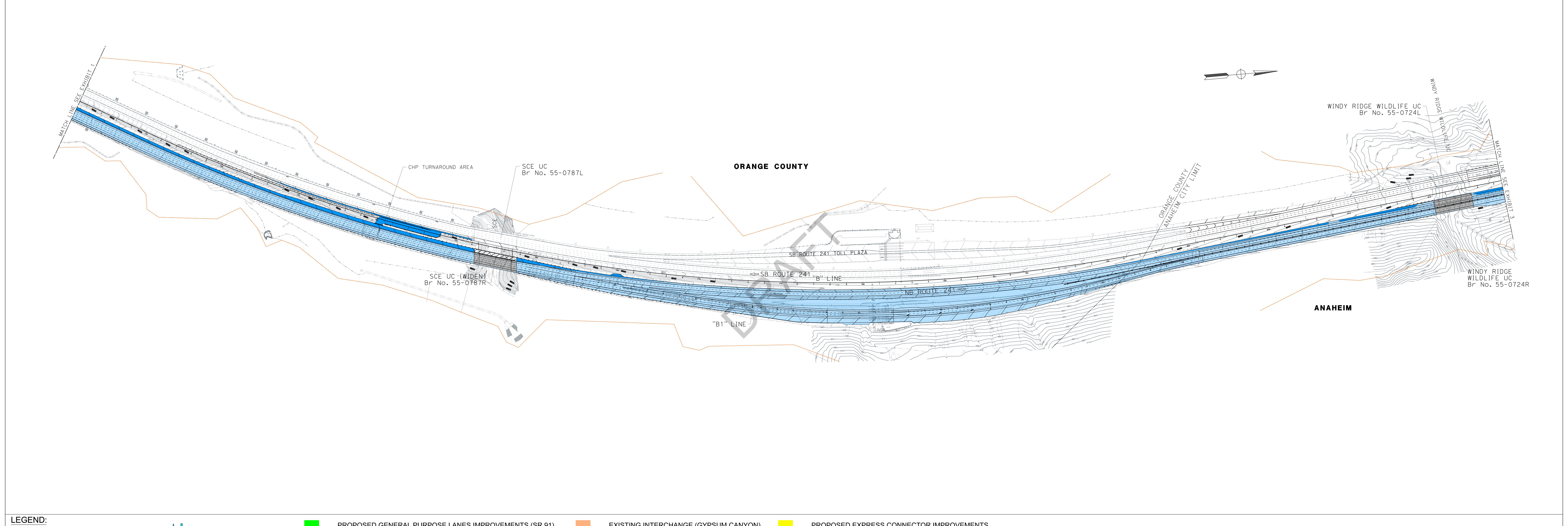
³ Jointly operated by RCTC and OCTA

⁴ Equipment, cameras, electronic signs, etc. related to complete operation of collection and enforcement. See Exhibit ii.



EXISTING GENERAL PURPOSE LANES (SR 241)

SHEET 1 OF 5



GEND:
GENERAL PURPOSE LANES

EXPRESS LANES

EXPRESS Conn LANE

PROPOSED GENERAL PURPOSE LANES IMPROVEMENTS (SR 91)
EXISTING GENERAL PURPOSE LANES (SR 91)
PROPOSED GENERAL PURPOSE LANES IMPROVEMENTS (SR 241)
EXISTING GENERAL PURPOSE LANES (SR 241)

EXISTING INTERCHANGE (GYPSUM CANYON)

EXISTING 91 EXPRESS LANES

PROPOSED BRIDGE

EXISTING BRIDGE

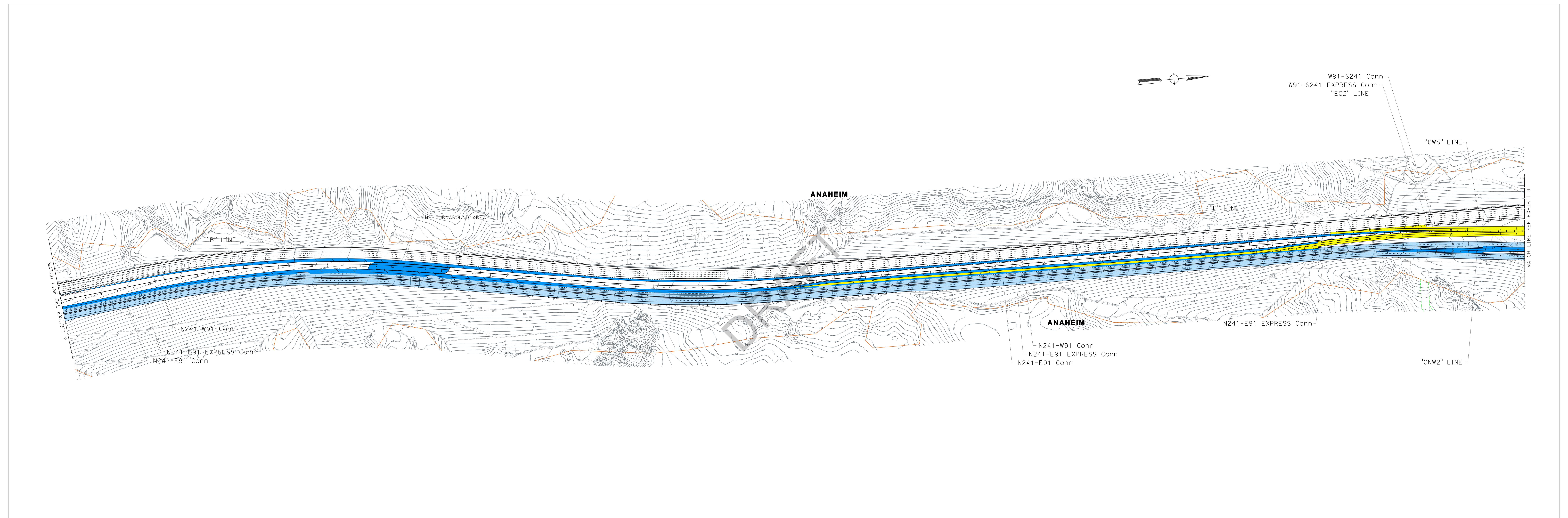
PROPOSED EXPRESS CONNECTOR IMPROVEMENTS

PROPOSED EXPRESS CONNECTOR IMPROVEMENTS WITHIN 91 EXPRESS LANES

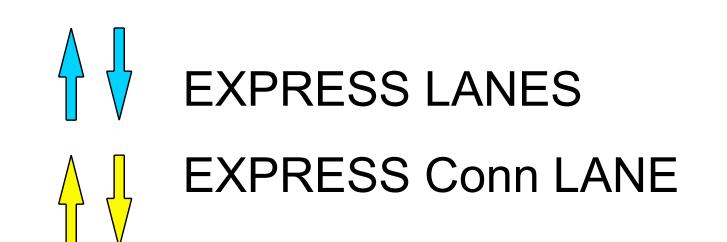
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SR 241/SR 91 EXPRESS CONNECTOR PROJECT
PROJECT BOUNDARY EXHIBIT (DRAFT)

JULY 2024

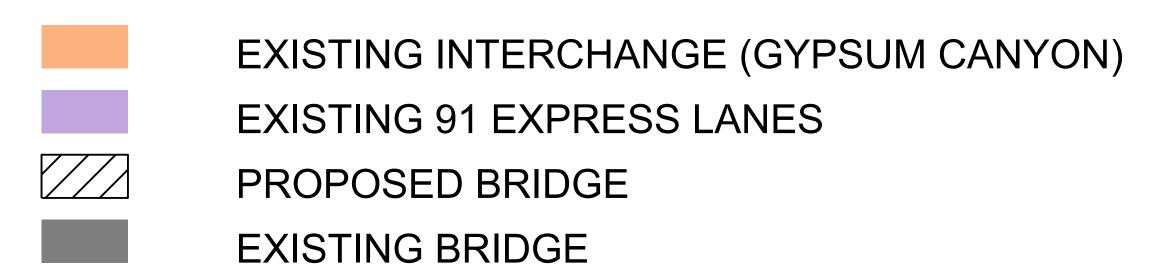




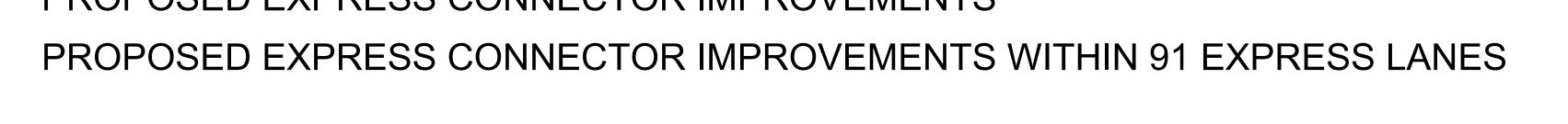


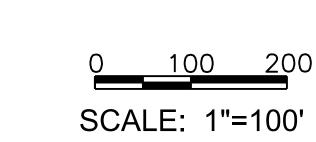
PROPOSED GENERAL PURPOSE LANES IMPROVEMENTS (SR 91) EXISTING GENERAL PURPOSE LANES (SR 91) PROPOSED GENERAL PURPOSE LANES IMPROVEMENTS (SR 241)

EXISTING GENERAL PURPOSE LANES (SR 241)



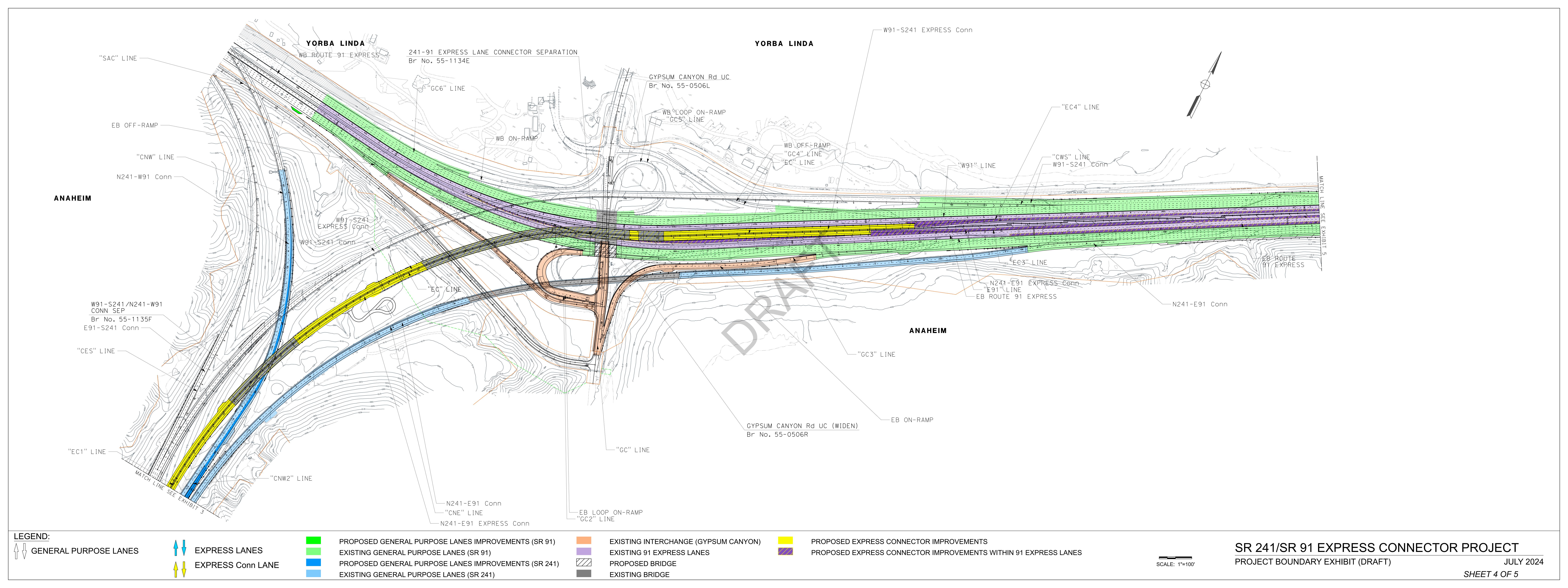
PROPOSED EXPRESS CONNECTOR IMPROVEMENTS

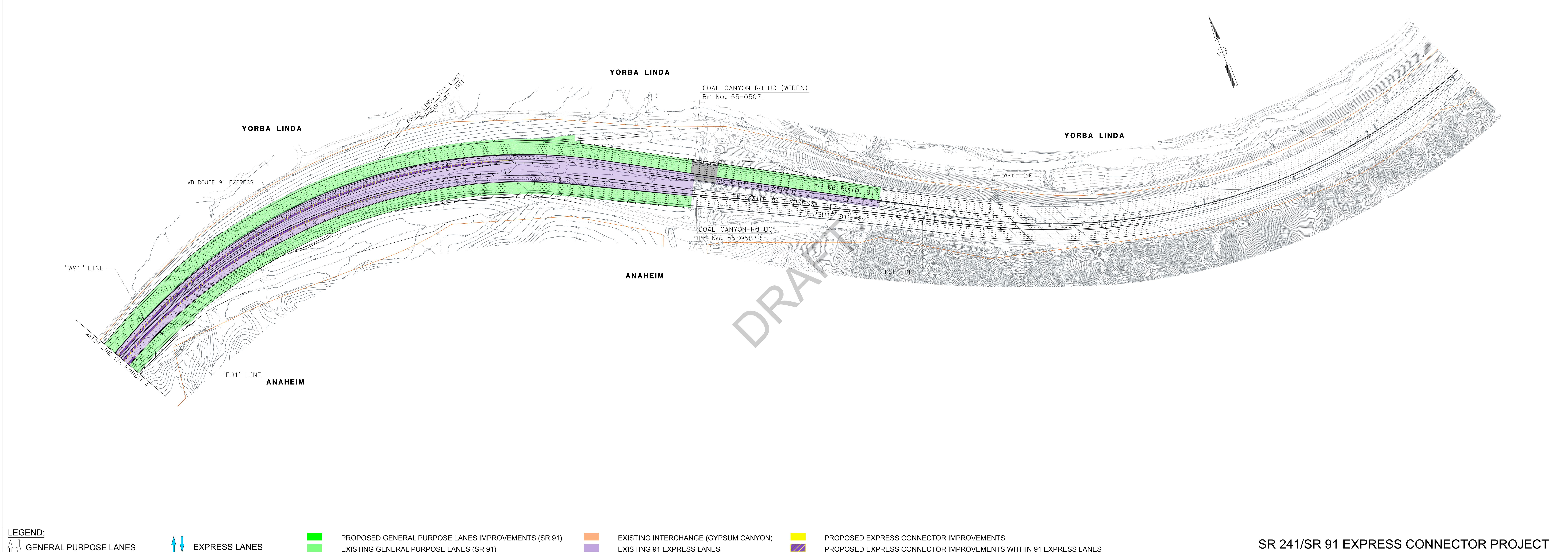




SR 241/SR 91 EXPRESS CONNECTOR PROJECT PROJECT BOUNDARY EXHIBIT (DRAFT)

AUGUST 2025 SHEET 3 OF 5





EXPRESS LANES **EXPRESS Conn LANE**

EXISTING GENERAL PURPOSE LANES (SR 91) PROPOSED GENERAL PURPOSE LANES IMPROVEMENTS (SR 241) EXISTING GENERAL PURPOSE LANES (SR 241)

EXISTING 91 EXPRESS LANES PROPOSED BRIDGE EXISTING BRIDGE

PROPOSED EXPRESS CONNECTOR IMPROVEMENTS WITHIN 91 EXPRESS LANES

SR 241/SR 91 EXPRESS CONNECTOR PROJECT PROJECT BOUNDARY EXHIBIT (DRAFT)

JULY 2024 SHEET 5 OF 5

THE DEVELOPMENT AND OPERATION O	F
THE 241/91 EXPRESS CONNECTOR	

F/ETCA AGREEMENT NO	
OCTA AGREEMENT NO.	
RCTC AGREEMENT NO.	
CALTRANS AGREEMENT NO	

DRAFT EXHIBIT v – Not In Use



THE DEVELOPMENT AND OPERATION OF THE 241/91 EXPRESS CONNECTOR

F/ETCA AGREEMENT NO. __ OCTA AGREEMENT NO. __ RCTC AGREEMENT NO. __ CALTRANS AGREEMENT NO. __

DRAFT EXHIBIT vi – Betterments

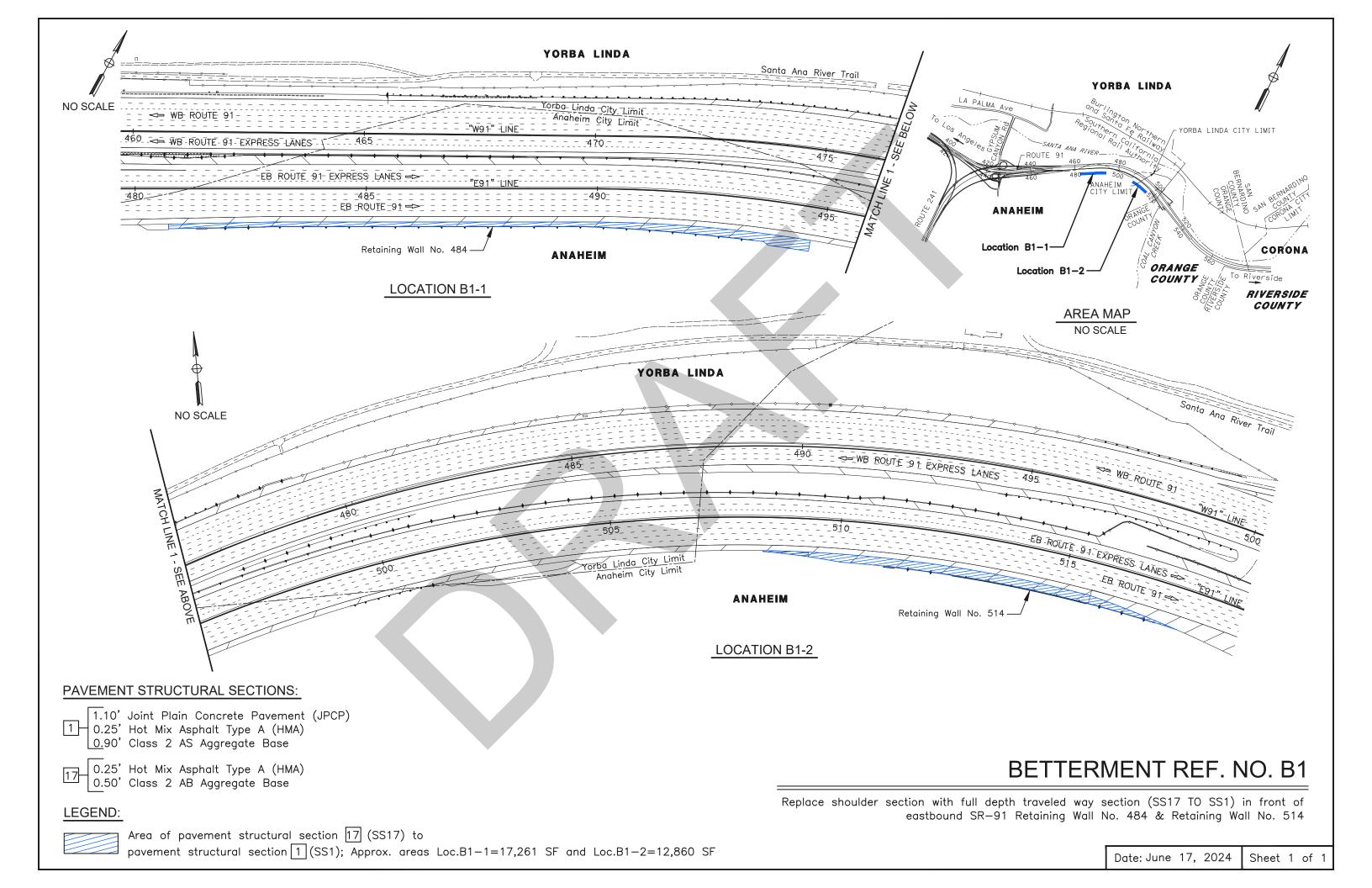


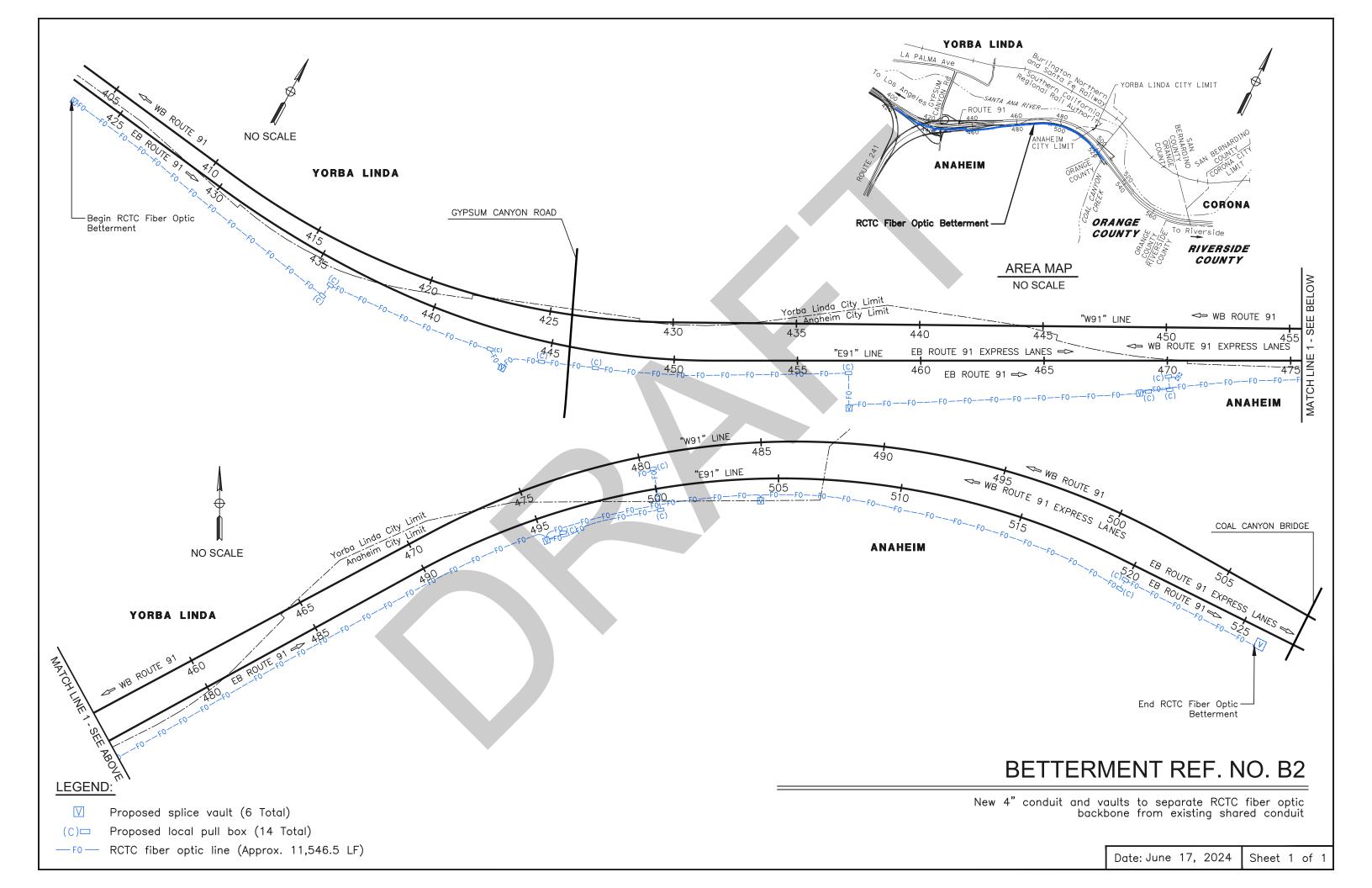
EXHIBIT vi - Betterments

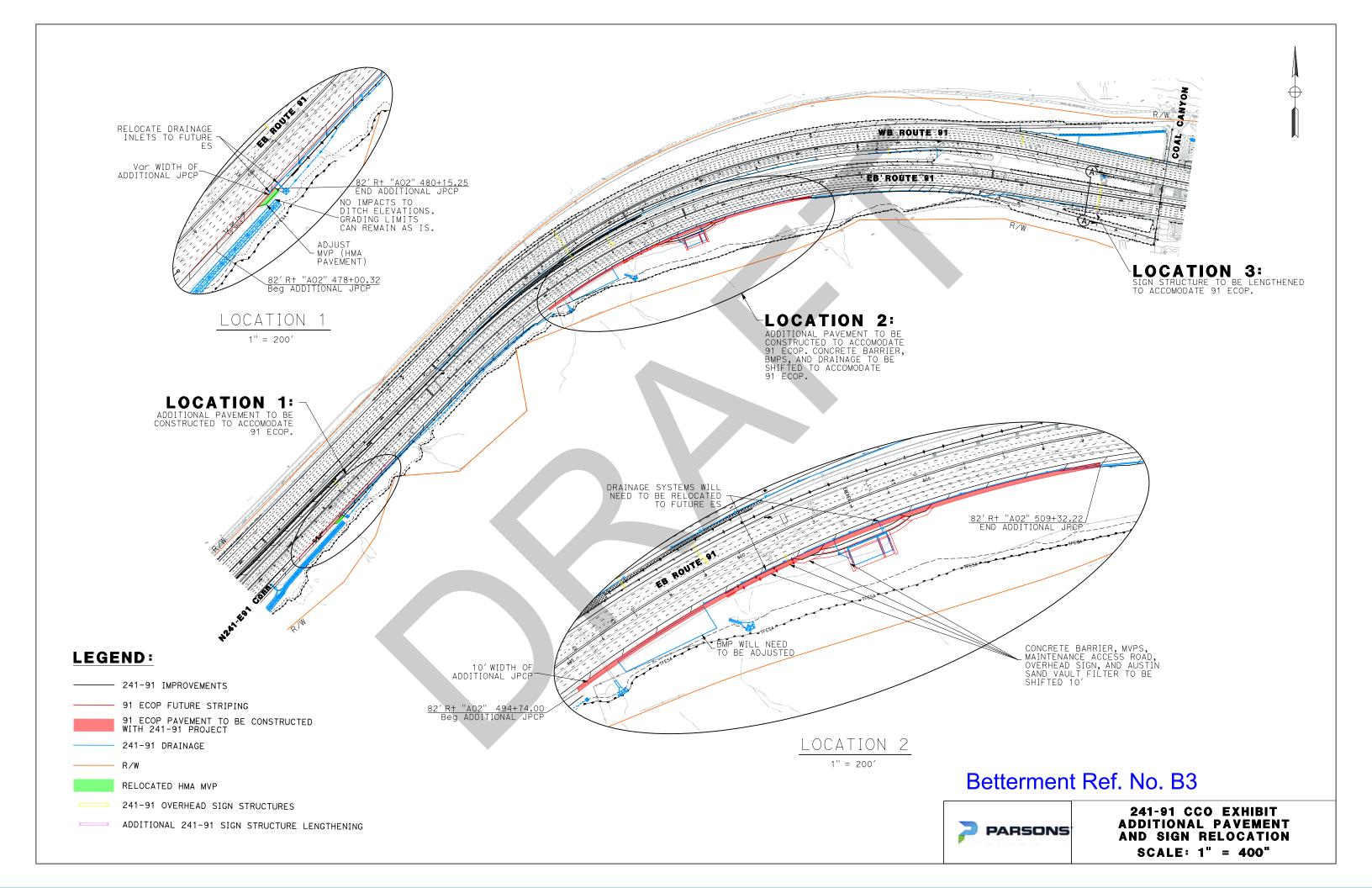
This Exhibit represents the scope and cost of Betterments agreed to by the Parties that are to be incorporated into the 241/91 Express Connector Project.		
Table below represents costs as estimated as of (date).		
Final table and total betterment amounts will be determined after Project Construction Closeout and agreed to in writing by all parties prior to accounting for payment and/or	credits to F	E/ETC

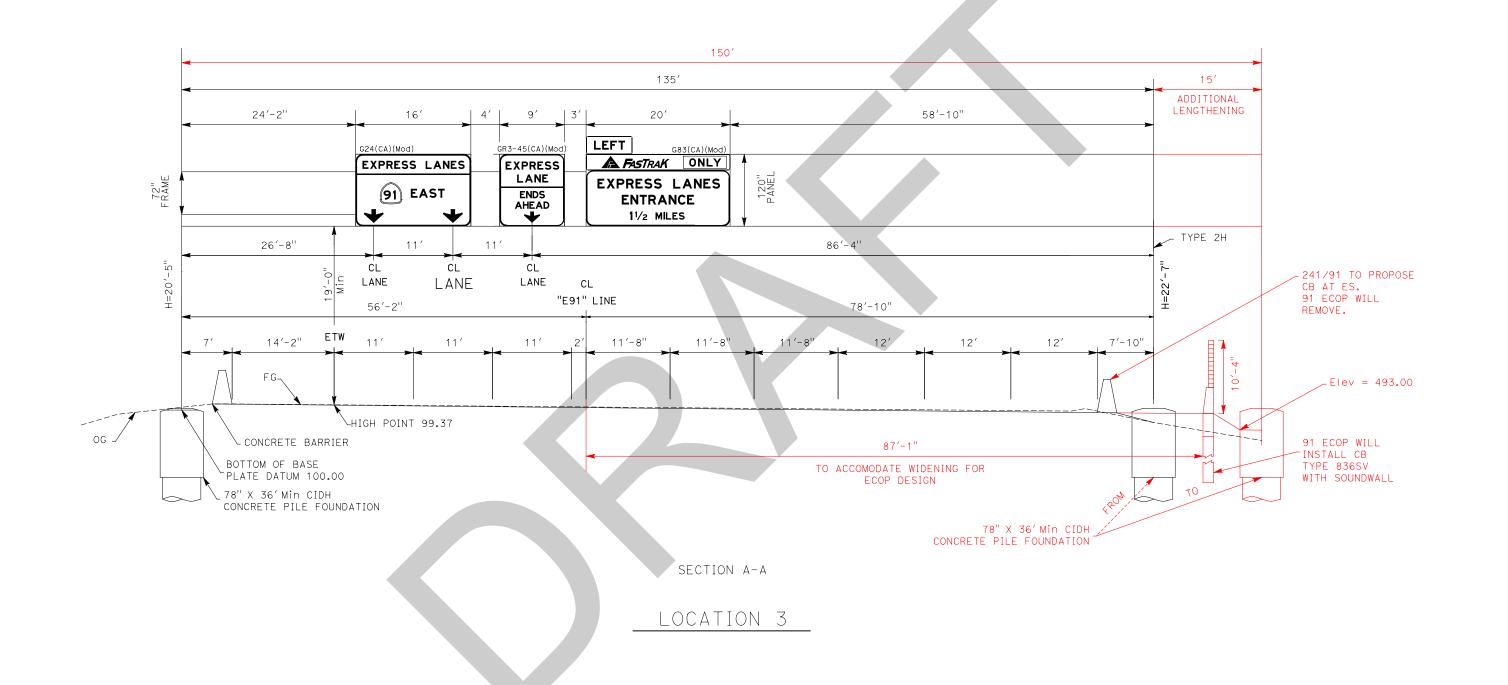
n c		D 46	Operations &	Agreed to	Incremental Cost Increase													
Ref. No.	Description	Betterment Sponsor (See note 1)	Maintenance Responsible Party (See note 2)	Incorporate into Current PS&E	Engineering & Final Design +	Environmental Clearance & Permitting +	Construction +	Schedule, Management, & Other	=Total									
B 1	Replace miscellaneous section (SS 17) with full depth shoulder section (SS1) in front of EB 91 Retaining Walls (RW484 & RW 514)	RCTC	Caltrans	10/13/2022	\$ -	\$ -	\$ 223,000	\$ -	\$ 223,000									
В 2	Separate RCTC fiber optic line from shared OCTA conduit	RCTC	RCTC	3/28/2023	\$ 48,264	\$ -	\$ 473,000	\$ -	\$ 521,264									
B 3	Additional full depth traveled way pavement to accommodate 91 ECOP Design	RCTC	Caltrans	5/21/2024	TCA evaluating concept transmitted by RCTC on 11/05	Included in ECOP	Anticipated CCO	Anticipated CCO	TBD									
В 4	Overhead sign width extension to accommodate ECOP design	RCTC	Caltrans	5/21/2024	TCA evaluating concept transmitted by RCTC on 11/05	Included in ECOP	Anticipated CCO	Anticipated CCO	TBD									
			1															
			Total Betterment Cost		\$ 48,264		\$ 696,000		\$ 744,264									

Note 1: The cost of these Betterments will be funded by the Betterment Sponsor as shown as a payment and/or credit to F/ETCA. Note 2: Operations & Maintenance of the Bettermant has been agreed by the Responsible Party as shown.









Betterment Ref. No. B4



241-91 CCO EXHIBIT SIGN RELOCATION SECTION A-A NO SCALE

THE DEVELOPMENT AND OPERATION O)F
THE 241/91 EXPRESS CONNECTOR	

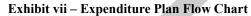
F/ETCA AGREEMENT NO.	
OCTA AGREEMENT NO.	
RCTC AGREEMENT NO.	
CALTRANS AGREEMENT NO	

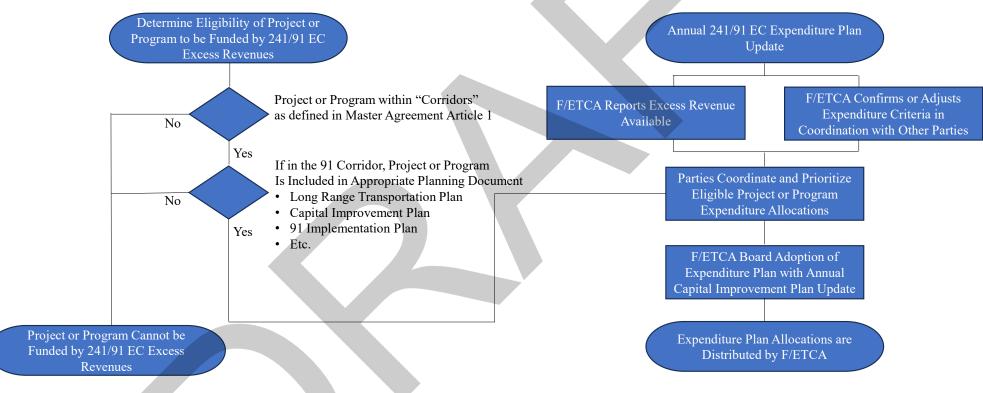
DRAFT EXHIBIT vii – Expenditure Plan Process Flowchart





- OCTA AGREEMENT NO. $_$
- RCTC AGREEMENT NO. __
- CALTRANS AGREEMENT NO. ___





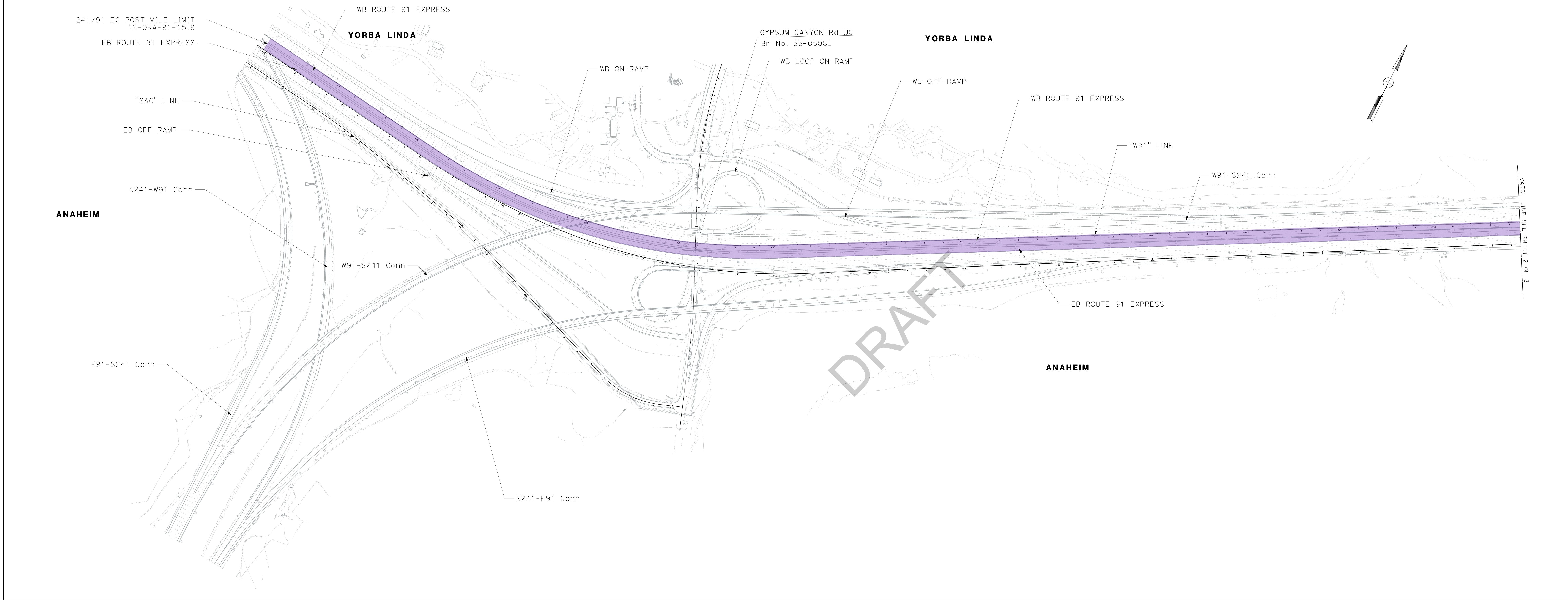
THE DEV	ELOPMENT AND OPERATION O	F
THF 241	91 EXPRESS CONNECTOR	

F/ETCA AGREEMENT NO	
OCTA AGREEMENT NO.	
RCTC AGREEMENT NO.	
CALTRANS AGREEMENT NO. $oxedsymbol{oxed}$	

DRAFT

EXHIBIT viii – Existing Express Lanes Maintenance Boundary

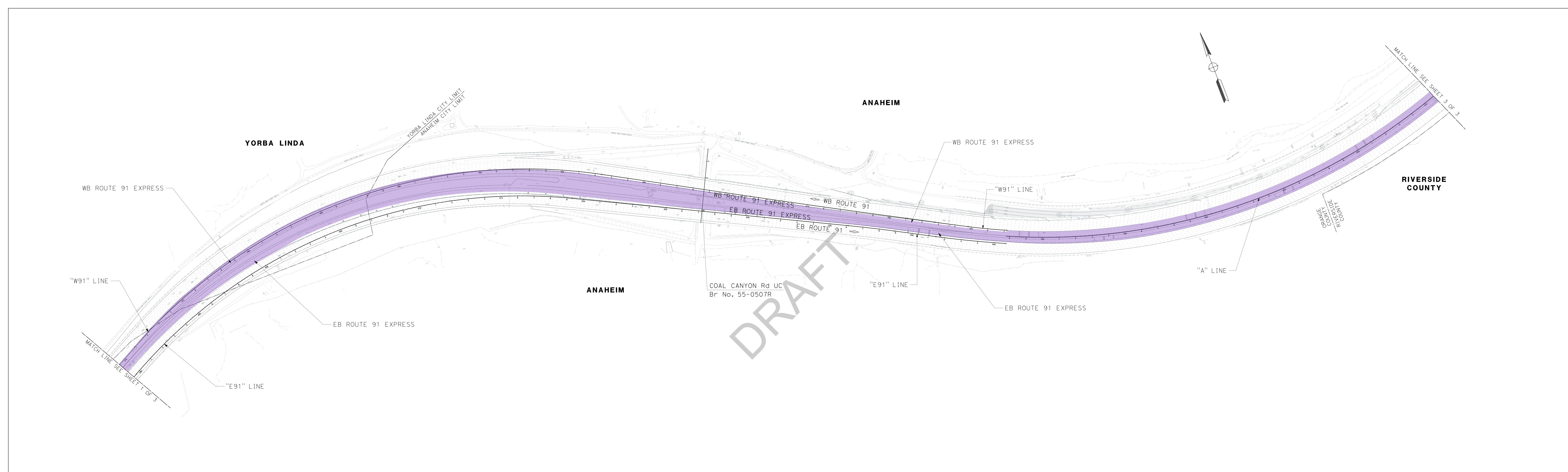




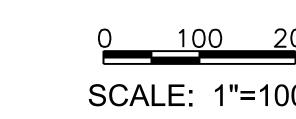
LEGEND:

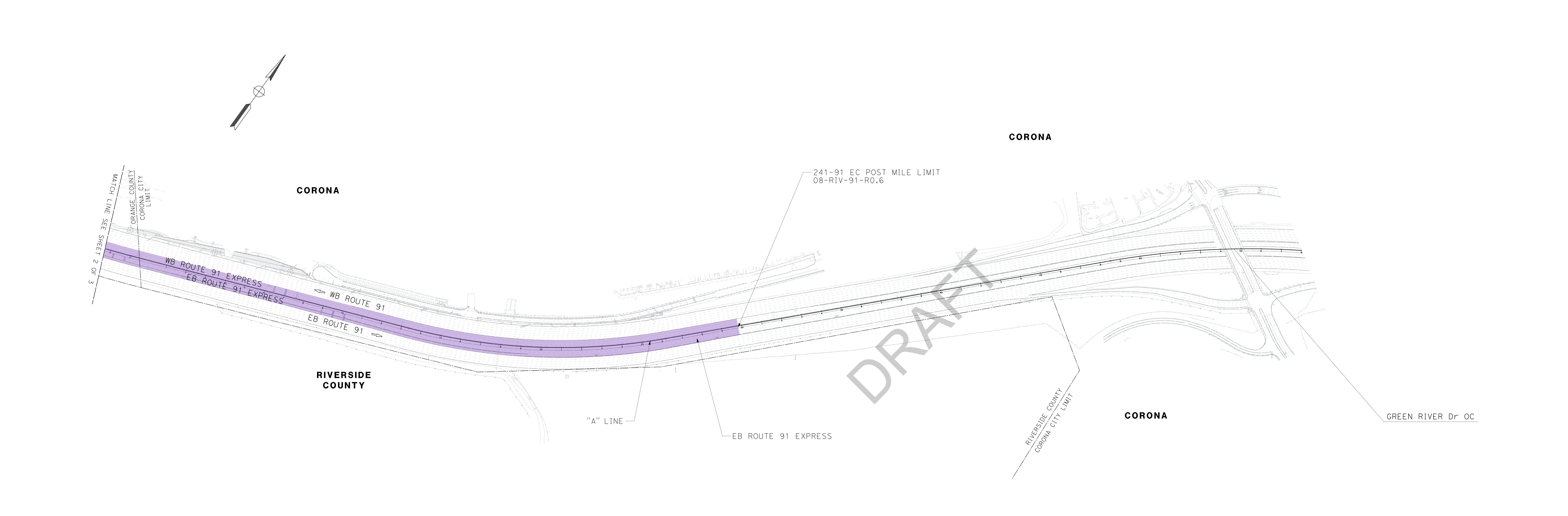
91 EXPRESS LANES PRE-PROJECT MAINTENANCE BOUNDARY













THE DEVELOPMENT AND OPERATION C)F
THE 241/91 EXPRESS CONNECTOR	

F/ETCA AGREEMENT NO	
OCTA AGREEMENT NO.	
RCTC AGREEMENT NO.	
CALTRANS AGREEMENT NO	

DRAFT EXHIBIT ix – Reserve Funding Schedule



241/91 ELC Cash Flow Reserve Balances

FISCAL YEAR	Total	2029	20	030		2031		2032		2033		2034		2035		2036		2037
RESERVE DEPOSITS																		
Operating Reserve *	\$ 75,882,374 9	-	\$ 3.	161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766
Capital Replacement Reserve	\$ 58,500,000				\$	1,500,000		1,500,000		1,500,000			\$	1,500,000	\$	1,500,000		1,500,000
·	, ,	•	,	,		, ,			Ż		•	, ,		, ,	•	, ,		, ,
TOTAL ANNUAL RESERVE DEPOSITS	\$ 134,382,374	5 1,500,000	\$ 4,	661,766	\$	4,661,766	\$	4,661,766	\$	4,661,766	\$	4,661,766	\$	4,661,766	\$	4,661,766	\$	4,661,766
	· · · · · · · · · · · · · · · · · · ·	,,	• •,			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		.,,.	_	.,,.	_	.,,.	_	.,,.	_	.,,.
RESERVE BALANCES																		
Operating Reserve																		
Beginning Balance		-	\$	-	\$	3,161,766	\$	6,370,958	\$	9,612,242	\$	12,885,938	\$	16,192,372	\$	19,531,870	\$	22,904,764
Deposit	\$ 75,882,374 9	-	\$ 3,	161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766
Withdrawal *	\$ (92,350,854)	-			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Interest	\$ 16,468,480	-	\$		\$	47,426	_	7 0,0 10	\$	111,931	\$,	\$	177,733	\$	211,128	\$	244,856
Ending Balance	5	-	\$ 3,	161,766	\$	6,370,958	\$	9,612,242	\$	12,885,938	\$	16,192,372	\$	19,531,870	\$	22,904,764	\$	26,311,386
Capital Replacement Reserve																		
Beginning Balance			\$	851,146	\$	1,614,015	\$	2,360,652	\$	3,090,806	\$	3,804,221	\$	4,337,061	\$	5,014,578	\$	5,674,543
Deposit	\$ 58,500,000 8	1,500,000			\$	1,500,000		1,500,000			\$		\$	1,500,000	\$	1,500,000		1,500,000
Withdrawal for Capital Expenses	\$ (60,728,796)			756,927)	*	(780,908)		(804,978)		(829,138)	Ψ.	(1,017,791)	т .	(877,742)	Ψ.	(902,192)	-	(926,743)
Interest	\$ 2,894,447		\$		\$	27,545		` ′	\$	42,554	\$		\$	55,259	\$	62,157		68,879
Ending Balance	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	851,146	\$ 1,		\$	2,360,652			\$		\$		\$	5,014,578	\$	5,674,543	\$	6,316,679

ASSUMPTIONS

Operating Reserve Interest Rate 1.00%
Capital Reserve Interest Rate 1.00%

Funds are withdrawn each year from the the Capital Replacement Reserve for annual capital expenditures

^{*} Operating Reserve funding equal to 2054-2067 estimated operating expenses. Usage governed by section 16.02 of the Master Agreement. As an example, this exhibit shows the Operating Reserve funds incl. interest being utilized to pay debt starting in 2054.

241/91 ELC Cash Flow Reserve Balances

FISCAL YEAR		2038		2039		2040		2041		2042		2043		2044		2045		2046		2047
RESERVE DEPOSITS																				
Operating Reserve *	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766
Capital Replacement Reserve	\$	1,500,000		1,500,000		1,500,000	\$	1,500,000	\$	1,500,000		1,500,000			\$	1,500,000	\$	1,500,000	\$	1,500,000
TOTAL ANNUAL RESERVE DEPOSITS	\$	4,661,766	\$	4,661,766	\$	4,661,766	\$	4,661,766	\$	4,661,766	\$	4,661,766	\$	4,661,766	\$	4,661,766	\$	4,661,766	\$	4,661,766
TOTAL ANNOAL RESERVE DEL SOTTS	Ψ	4,001,700	Ψ	4,001,700	Ψ	4,001,700	Ψ	4,001,700	Ψ	4,001,700	Ψ	4,001,700	Ψ	4,001,700	Ψ	4,001,700	Ψ	4,001,700	Ψ	4,001,700
RESERVE BALANCES																				
Operating Reserve																				
Beginning Balance	\$	26,311,386	\$	29,752,074	\$	33,227,169	\$	36,737,015	\$	40,281,960	\$	43,862,354	\$	47,478,552	\$	51,130,912	\$	54,819,795	\$	58,545,567
Deposit	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766
Withdrawal *	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Interest	\$	278,923	\$	313,330		348,081	\$	383,179		418,628	\$	454,432	\$	490,594	\$	527,118	\$	564,007	\$	601,265
Ending Balance	\$	29,752,074	\$	33,227,169	\$	36,737,015	\$	40,281,960	\$	43,862,354	\$	47,478,552	\$	51,130,912	\$	54,819,795	\$	58,545,567	\$	62,308,597
Capital Replacement Reserve																				
Beginning Balance	Ф	6,316,679	\$	6,873,879	Ф	7,360,621	\$	7,945,691	\$	8,439,822	Ф	8,985,832	Ф	9,436,874	\$	6,749,606	\$	7,203,018	\$	7,635,471
Deposit	Ψ \$	1,500,000	т.	1,500,000		1,500,021	\$	1,500,000	φ \$	1,500,000		1,500,000			φ \$	1,500,000	\$	1,500,000	Ф \$	1,500,000
Withdrawal for Capital Expenses	\$	(1,018,560)		(1,094,971)		(1,001,042)		(1,098,318)		(1,051,144)		(1,152,077)			\$	(1,127,221)		(1,152,841)		(1,178,599)
Interest	\$		\$	81,714	\$	86,111	\$	92,449	\$	97,154		103,119		123,422	*	80,632	\$	85,294	\$	89,748
Ending Balance	\$	6,873,879	\$	7,360,621	\$	7,945,691	\$	8,439,822	\$	8,985,832		9,436,874	\$		\$	7,203,018	\$	7,635,471	\$	8,046,619

241/91 ELC Cash Flow Reserve Balances

FISCAL YEAR		2048		2049		2050		2051		2052		2053		2054		2055		2056		2057
RESERVE DEPOSITS																				
Operating Reserve *	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$		\$	_	\$	_	\$	_
Capital Replacement Reserve	\$	1,500,000		1,500,000		1,500,000		1,500,000	\$	1,500,000		1,500,000		1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000
	Ť	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Ť	1,000,000	•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	4	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Ť	1,222,222	•	.,,.	•	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
TOTAL ANNUAL RESERVE DEPOSITS	\$	4,661,766	\$	4,661,766	\$	4,661,766	\$	4,661,766	\$	4,661,766	\$	4,661,766	\$	1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000
	·					, ,						, ,		, ,		, ,		, ,		
							1													
RESERVE BALANCES																				
Operating Reserve																				
Beginning Balance	\$	62,308,597	\$	66,109,258	\$	69,947,925	\$	73,824,979	\$	77,740,803	\$	81,695,785	\$	85,690,317	\$	71,555,785	\$	67,083,817	\$	62,459,189
Deposit	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$	3,161,766	\$. , , -	\$	-	\$	-	\$	-
· Withdrawal *	\$	-	\$	-	\$	_	\$	1 1	\$	-	\$	-	\$	(15,066,769)	\$	(5,213,594)	\$	(5,322,077)	\$	(5,432,262)
Interest	\$	638,895	\$	676,901	\$	715,288	\$	754,059	\$	793,217	\$	832,767	\$	932,237	\$	741,626	\$	697,449	\$	651,753
Ending Balance	\$	66,109,258	\$	69,947,925	\$	73,824,979	\$	77,740,803	\$	81,695,785	\$	85,690,317	\$	71,555,785	\$	67,083,817	\$	62,459,189	\$	57,678,680
Capital Replacement Reserve																				
	_										_		_		_		_			
Beginning Balance	\$	8,046,619	\$	8,436,110		8,570,526		8,913,277	_	9,144,319		9,440,214		-,,	\$	-,,	\$	6,050,728	\$	6,208,502
Deposit	\$	1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000		1,500,000		.,000,000	\$	1,500,000	\$	1,500,000	\$	1,500,000
Withdrawal for Capital Expenses	\$	(1,204,498)	\$	(1,464,768)		(1,256,738)		(1,372,454)		(1,309,596)		(1,429,051)		(5,383,103)		(1,390,125)		(1,417,319)	\$	(1,444,698)
Interest	\$	93,989	\$	99,185		99,489		103,495	_	105,491		109,047		130,618		73,128		75,094	\$	76,809
Ending Balance	\$	8,436,110	\$	8,570,526	\$	8,913,277	\$	9,144,319	\$	9,440,214	\$	9,620,210	\$	5,867,725	\$	6,050,728	\$	6,208,502	\$	6,340,613

241/91 ELC Cash Flow Reserve Balances

	2058		2059		2060		2061		2062		2063		2064		2065		2066		2067
\$ \$	- 1,500,000	\$ \$	- 1,500,000	\$	- 1,500,000	\$	- 1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000
\$	1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000	\$	1,500,000
						1													
\$ \$ \$	604,518	\$	555,691	\$ \$ \$	(5,785,978) 505,215	\$ \$ \$	453,049	\$	- (6,044,446) 399,087	\$ \$ \$	- (6,180,912) 343,315	\$	285,645	\$	226,008	\$ \$ \$	(6,617,070) 164,345	\$ \$ \$	6,673,190 - (6,773,791) 100,601
\$	52,737,008	\$	47,628,467	\$	42,347,703	\$	36,886,436	\$	31,241,077	\$	25,403,480	\$	19,367,179	\$	13,125,916	\$	6,673,190	\$	(0)
								7											
\$ \$ \$ \$ \$ \$	1,500,000 (1,472,267) 78,267	\$ \$ \$	80,870	\$	1,500,000 (1,527,998) 77,607	\$ \$ \$	78,776	\$	1,500,000 (1,584,560) 77,547	\$ \$	1,500,000 (1,723,033) 78,169	\$ \$ \$	1,500,000 (6,473,033) 100,471	\$ \$	27,735	\$	1,500,000 (1,700,381) 26,449	\$ \$ \$	870,733 1,500,000 (1,729,939) 24,857 665,652
	\$	\$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 57,678,680 \$ - \$ (5,546,190) \$ 604,518 \$ 52,737,008 \$ 6,340,613 \$ 1,500,000 \$ (1,472,267) \$ 78,267	\$ 1,500,000 \$ \$ 1,500,000 \$ \$ 57,678,680 \$ \$ - \$ \$ (5,546,190) \$ \$ 604,518 \$ \$ 52,737,008 \$	\$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 57,678,680 \$ 52,737,008 \$ - \$ - \$ (5,546,190) \$ (5,664,233) \$ 604,518 \$ 555,691 \$ 52,737,008 \$ 47,628,467 \$ 6,340,613 \$ 6,446,613 \$ 1,500,000 \$ 1,500,000 \$ (1,472,267) \$ (1,780,808) \$ 78,267 \$ 80,870	\$ 1,500,000 \$ 1,500,000 \$ \$ 1,500,000 \$ 1,500,000 \$ \$ 1,500,000 \$ 1,500,000 \$ \$ (5,546,190) \$ (5,664,233) \$ \$ (604,518 \$ 555,691 \$ \$ 52,737,008 \$ 47,628,467 \$ \$ (1,472,267) \$ (1,780,808) \$ \$ 78,267 \$ 80,870 \$	\$ - \$ - \$ - \$ - \$ - \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ 1,527,998 \$ 78,267 \$ 80,870 \$ 77,607	\$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ \$ (5,546,190) \$ (5,664,233) \$ (5,785,978) \$ \$ (604,518 \$ 555,691 \$ 505,215 \$ \$ 52,737,008 \$ 47,628,467 \$ 42,347,703 \$ \$ 6,340,613 \$ 6,446,613 \$ 6,246,676 \$ \$ 1,500,000 \$ 1,500,000 \$ 1,500,000 \$ \$ (1,472,267) \$ (1,780,808) \$ (1,527,998) \$ \$ 78,267 \$ 80,870 \$ 77,607 \$	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 1,500,000 \$ 1,50	\$ 1,500,000 \$ 1,50	\$ 1,500,000 \$ 1,50	\$ 1,500,000 \$ 1,50	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 1,500,000 \$ 1,50	\$ 1,500,000 \$ 1,50	\$ 1,500,000 \$ 1,50	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ \$ - \$	\$ - \$ - \$ - \$ 1,500,000 \$ 1,50	\$ - \$ - \$ 1,500,000 \$ 1,500,00

THE DEVELOPMENT AND OPERATION O	F
THE 241/91 EXPRESS CONNECTOR	

F/ETCA AGREEMENT NO	
OCTA AGREEMENT NO.	
RCTC AGREEMENT NO.	
CALTRANS AGREEMENT NO.	_

DRAFT EXHIBIT x – Loan Amortization Schedule

The amortization schedule presented is an example that is based on the following:

- Current Traffic and Revenue, and operating expenditure/maintenance requirement forecasts
- Funds set aside by the F/ETCA for projects will reduce the outstanding debt balance
- Operating expenditure reserves of approximately \$75 million (see Exhibit ix) are funded from 2030 to 2053 thus reducing funds available to pay debt during this time period (Usage of the reserves governed by section 16.02 of the Master agreement)
- The Operating expenditure reserves are not needed to fund operating expenses from 2054 to 2067 and as such are utilized annually (including interest) to pay the debt starting in 2054. (Usage of the reserves governed by section 16.02 of the Master agreement)
- The debt balance is paid by the Term.

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Loan Reduction Equal to Annual

				Equal to Annual	
	Total Payment	Principal	Interest	Project Funding	Balance
1/15/2029	-	-	-	-	524,200,000
7/15/2029	_	_	_	770,803	531,073,780
1/15/2030	1,116,242	_	1,116,242	-	536,595,961
7/15/2030	1,116,242	_	1,116,242	5,250,000	536,937,168
1/15/2031	603	_	603	-	543,648,279
7/15/2031	603		603	5,250,000	545,193,279
1/15/2031	302,485	-	302,485	3,230,000	551,705,710
7/15/2032		-		E 250 000	
	302,485	-	302,485	5,250,000	553,049,546
1/15/2033	626,879	-	626,879	-	559,335,787
7/15/2033	626,879	-	626,879	5,250,000	560,450,605
1/15/2034	961,765	-	961,765	-	566,494,472
7/15/2034	961,765	-	961,765	5,250,000	567,363,888
1/15/2035	1,322,780	-	1,322,780	-	573,133,157
7/15/2035	1,322,780	-	1,322,780	5,250,000	573,724,542
1/15/2036	1,671,869	-	1,671,869	-	579,224,230
7/15/2036	1,671,869	-	1,671,869	5,250,000	579,542,664
1/15/2037	2,041,374	-	2,041,374	-	584,745,573
7/15/2037	2,041,374	-	2,041,374	5,250,000	584,763,519
1/15/2038	2,430,181	·	2,430,181	-	589,642,881
7/15/2038	2,430,181	•	2,430,181	5,250,000	589,333,236
1/15/2039	2,841,403	•	2,841,403	-	593,858,499
7/15/2039	2,841,403		2,841,403	5,250,000	593,190,328
1/15/2040	3,284,409	4	3,284,409	-	597,320,798
7/15/2040	3,284,409		3,284,409	5,250,000	596,252,898
1/15/2041	3,737,796	_	3,737,796	-	599,968,264
7/15/2041	3,737,796	_	3,737,796	5,250,000	598,480,072
1/15/2042	4,225,537	-	4,225,537	-	601,735,535
7/15/2042	4,225,537	-	4,225,537	5,250,000	599,781,692
1/15/2043	4,722,047	-	4,722,047	-	602,556,916
7/15/2043	4,722,047	_	4,722,047	5,250,000	600,116,831
1/15/2044	5,270,619	_	5,270,619	-	602,347,673
7/15/2044	5,270,619	_	5,270,619	5,250,000	599,356,400
1/15/2045	5,828,959	_	5,828,959	-	601,019,396
7/15/2045	5,828,959	_	5,828,959	5,250,000	597,453,179
1/15/2046	6,424,186		6,424,186	5,250,000	598,497,158
7/15/2046	6,424,186		6,424,186	5,250,000	594,304,187
1/15/2047	7,059,399	_	7,059,399	3,230,000	594,673,590
7/15/2047		-		E 250 000	
	7,059,399	-	7,059,399	5,250,000	589,797,610
1/15/2048	7,722,053	-	7,722,053	-	589,448,027
7/15/2048	7,722,053	-	7,722,053	5,250,000	583,844,075
1/15/2049	8,424,652	-	8,424,652	-	582,717,474
7/15/2049	8,424,652	-	8,424,652	5,250,000	576,326,790
1/15/2050	9,169,772	-	9,169,772	-	574,361,103
7/15/2050	9,169,772	-	9,169,772	5,250,000	567,120,844
1/15/2051	9,944,346	-	9,944,346	-	564,265,509
7/15/2051	9,944,346	-	9,944,346	5,250,000	556,124,481
1/15/2052	10,473,918	-	10,473,918	-	552,602,119
7/15/2052	10,473,918	-	10,473,918	5,250,000	543,785,728
1/15/2053	11,039,670	-	11,039,670	-	539,543,380
7/15/2053	11,039,670	-	11,039,670	5,250,000	529,998,002
1/15/2054	20,726,622	-	20,726,622	-	515,896,355
7/15/2054	20,726,622	-	20,726,622	5,250,000	496,368,438
1/15/2055	16,394,752	-	16,394,752	-	486,178,291
7/15/2055	16,394,752	-	16,394,752	5,250,000	470,610,768
1/15/2056	17,080,841	-	17,080,841	-	459,412,561

Loan Reduction Equal to Annual

_	Total Payment	Principal	Interest	Project Funding	Balance
7/15/2056	17,080,841	-	17,080,841	5,250,000	442,824,377
1/15/2057	17,775,666	-	17,775,666	-	430,584,016
7/15/2057	17,775,666	-	17,775,666	5,250,000	412,940,650
1/15/2058	18,494,295	-	18,494,295	-	399,608,113
7/15/2058	18,494,295	-	18,494,295	5,250,000	380,858,920
1/15/2059	19,239,495	4,799,035	14,440,459	-	366,380,162
7/15/2059	4,579,752	-	4,579,752	5,250,000	361,130,162
1/15/2060	34,667,627	30,153,500	4,514,127	-	330,976,661
7/15/2060	4,137,208	-	4,137,208	5,250,000	325,726,661
1/15/2061	36,691,904	32,620,321	4,071,583	-	293,106,341
7/15/2061	3,663,829	-	3,663,829	5,250,000	287,856,341
1/15/2062	38,800,564	35,202,360	3,598,204	-	252,653,981
7/15/2062	3,158,175	-	3,158,175	5,250,000	247,403,981
1/15/2063	40,992,755	37,900,205	3,092,550	-	209,503,775
7/15/2063	2,618,797	-	2,618,797	5,250,000	204,253,775
1/15/2064	43,290,537	40,737,365	2,553,172	-	163,516,411
7/15/2064	2,043,955	-	2,043,955	5,250,000	158,266,411
1/15/2065	45,679,934	43,701,604	1,978,330	-	114,564,807
7/15/2065	1,432,060	-	1,432,060	5,250,000	109,314,807
1/15/2066	48,161,355	46,794,920	1,366,435	-	62,519,886
7/15/2066	781,499	-	781,499	5,250,000	57,269,886
1/15/2067	50,755,904	50,040,030	715,874	-	7,229,856
7/15/2067	90,373	-	90,373	5,250,000	1,979,856
1/15/2068	2,004,605	1,979,856	24,748	-	-
_					
_	785,020,569	323,929,197	461,091,372	200,270,803	

THE DEVELOPMENT AND OPERATION O	F
THE 241/91 EXPRESS CONNECTOR	

F/ETCA AGREEMENT NO	
OCTA AGREEMENT NO.	
RCTC AGREEMENT NO.	
CALTRANS AGREEMENT NO.	

EXHIBIT xi – Traffic Operations Metrics and Key Operating Agreement Considerations



THE	DEVEL	OPMENT.	AND O	PERATION	OF
THE	241/91	EXPRESS	CON	NECTOR	

F/ETCA AGREEMENT NO	
OCTA AGREEMENT NO	
RCTC AGREEMENT NO	
CALTRANS AGREEMENT NO	

EXHIBIT xi - Traffic Operations Metrics and Key Operating Agreement Considerations

Traffic Operations Metrics

- 1. The operational goal of the Project is to utilize available 91 Express Lanes capacity, without negatively impacting 91 Express Lanes operations within established thresholds. Accordingly, as of the Effective Date, the Parties have established the following set of initial performance metrics and thresholds:
 - a) Speeds to be maintained at 60 miles per hour or more in the 91 Express Lanes Critical Zones;
 - b) Volumes not to exceed 1500 vehicles per hour on the Express Connector in either direction (north-to-east or west-to south);
 - c) Volumes not to exceed 200 vehicles per hour at the eastbound County Line egress; and
 - d) Queue length not to exceed 100 vehicle storage at the Toll Connector Meter.

Key Provisions of the East End Agreement

- 1. Through the governance process, the Parties agree to collaborate on monitoring conformance with performance metrics on the 241/91 EC and 91 Express Lanes and work together to optimize performance. Performance will be measured against specific metrics, and adjustments to the Dynamic Pricing Algorithm and the Progressive Demand Management system will be made as needed to accomplish this goal. If all of the conditions outlined below are met then Parties shall review and plan possible actions to be taken, including adjustments to the Progressive Demand Management system.
- 2. If the following conditions are met for both the NB-to-EB Express Connector and the East End (EB) direction, review is required:
 - a) The NB-to-EB Express Connector conditions are any occurrences of more than 370 vehicles per hour during East End super-peak.
 - b) The East End super-peak conditions are:
 - i. Eastbound McKinley Toll Rate is 25% above baseline; and
 - ii. Density across 2-lanes at the mainline toll gantry is 23 vehicles per mile per lane or greater; and
 - iii. Average speed across multiple sensors is below 65 miles per hour or queues observed at any location between ingress (approximately at Green River) and terminus (approximately at I-15) is longer than 0.5 miles.

THE DEVELOPMENT AND OPERATION O	F
THE 241/91 EXPRESS CONNECTOR	

F/ETCA AGREEMENT NO	
OCTA AGREEMENT NO.	
RCTC AGREEMENT NO.	
CALTRANS AGREEMENT NO.	_

EXHIBIT xi – Traffic Operations Metrics and Key Operating Agreement Considerations

Progressive Demand Management

- 1. Progressive Demand Management strategies will be applied in the north-to-east direction of the 241/91 EC to effectively manage demand such that the expected performance metrics are achieved. Strategies to be applied include
 - a) Dynamic pricing¹;
 - b) Toll Connector Meter;
 - c) HOV-only mode; and
 - d) Bus/Registered Vanpool mode.

¹ In the west-to-south direction, the initial strategy will be dynamic pricing only. Additional PDM strategies may require additional infrastructure components not included in the initial construction of the Project.

THE DEVELOPMENT AND OPERATION C)F
THE 241/91 EXPRESS CONNECTOR	

F/ETCA AGREEMENT NO	
OCTA AGREEMENT NO.	
RCTC AGREEMENT NO.	
CALTRANS AGREEMENT NO	

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EXHIBIT xii – F/ETCA Member Agencies



THE DEVELOPMENT AND OPERATION O	F
THE 241/91 EXPRESS CONNECTOR	

F/ETCA AGREEMENT NO	_
OCTA AGREEMENT NO.	
RCTC AGREEMENT NO.	_
CALTRANS AGREEMENT NO.	_

EXHIBIT xii – F/ETCA Member Cities

The Foothill/Eastern Transportation Corridor Agency, a California joint powers authority comprised of the following member agencies, as of the date first set forth in this Agreement:

- Anaheim
- Dana Point
- Irvine
- Lake Forest
- Mission Viejo
- Orange
- Rancho Santa Margarita
- San Juan Capistrano
- Santa Ana
- Tustin
- Yorba Linda
- County of Orange 3rd District
- County of Orange 4th District
- County of Orange 5th District