

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 05-38

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 46 Tex. Admin. Code § 26.01, *et. seq.* (the "RMA Rules"); and

WHEREAS, the US 183-A turnpike project was designated in the petition filed with TxDOT as the initial project to be developed by the CTRMA; and

WHEREAS, the CTRMA Board of Directors, in Resolution No. 04-22, previously authorized the execution of a form of interlocal agreement with the City of Cedar Park ("City") and Williamson County ("County") related to right-of-way ("ROW") acquisition for US 183-A; and

WHEREAS, in Resolution No. 04-29, following discussions among the City, the County, and the CTRMA, the CTRMA Board of Directors authorized entry into the interlocal agreement in revised form; and

WHEREAS, the City, the County, and the CTRMA executed the interlocal agreement on August 10, 2004; and

WHEREAS, the CTRMA now desires to further revise the terms of the interlocal agreement to reflect changes in the scope of improvements and the time for completion of frontage roads; and

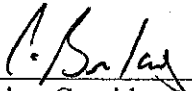
WHEREAS, the revised terms and conditions agreed to among the County, the City, and the CTRMA are set forth in the amended interlocal agreement attached hereto as Attachment "A".

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the entry into the amended interlocal agreement attached hereto as Attachment "A"; and

BE IT FURTHER RESOLVED, that the Chairman be authorized to execute such amended interlocal agreement, in the form attached hereto as Attachment "A", on behalf of the CTRMA.

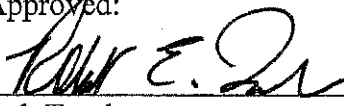
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of April, 2004.

Submitted and reviewed by:



C. Brian Cassidy
General Counsel for the Central
Texas Regional Mobility Authority

Approved:



Bob Tesch
Chairman, Board of Directors
Resolution Number 05-38
Date Passed 04/27/05

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT**

This First Amendment to Interlocal Agreement ("Amendment") is made and entered into and effective this ___ day of May, 2005, by and between the CITY OF CEDAR PARK ("City"), a home rule municipal corporation of the State of Texas, WILLIAMSON COUNTY ("County"), a political subdivision of the State of Texas, and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY ("CTRMA"), a political subdivision of the State of Texas.

On or about August 10, 2004, the parties hereto entered into that certain "Interlocal Agreement" (the "Agreement") which provided various commitments, agreements, and obligations related to right-of-way contributions and frontage road construction in connection with the 183-A turnpike project. The parties now desire to amend that Agreement as follows:

1. Paragraph 4 of the Agreement is hereby amended to read:

The CTRMA shall, by September 1, 2006 (the "Completion Deadline"), design, construct and achieve "substantial completion," at its sole cost and expense, of the eastern and western frontage roads of the 183A turnpike project between FM 1431 and the future location of New Hope Road including turnarounds, such frontage roads to be constructed as two lanes northbound on the eastern frontage road and two lanes southbound on the western frontage road as generally depicted on Exhibit "B" (Amended).

The foregoing obligation of the CTRMA is contingent upon the City acquiring and conveying (except as provided below) to the County the right-of-way necessary for the western frontage road by October 1, 2004 (the "Western Frontage Road ROW Deadline"). In the event that the City (or the County, if applicable) does not timely acquire such right-of-way, the Completion Deadline shall be extended by the same number of days that the City exceeds the Western Frontage Road ROW Deadline. Notwithstanding the foregoing, the parties acknowledge and agree that the County shall acquire the right-of-way necessary for the western frontage road that is located on the "Carsow Family Tract" even though located within the City, and the City shall reimburse the County for the cost of such right-of-way. The intent of this provision is to consolidate the efforts of the City and the County to obtain necessary right-of-way on the Carsow Family Tract into one entity. The County shall acquire the necessary right-of way for the eastern frontage roads and the Texas U-Turns at its expense and shall convey such right-of-way (and the western frontage road right-of-way) to the CTRMA. For purposes of this Agreement, "substantial completion" shall mean that the roadway is open to the public. Notwithstanding the foregoing, non-performance or delayed performance of the CTRMA's obligation shall be suspended upon the occurrence of an event of *Force Majeure*, provided that the CTRMA shall use its best efforts to give the City written notice of the event of *Force Majeure* within ten (10) business days of the occurrence thereof. Upon the

DRAFT

occurrence of an event of *Force Majeure*, the Completion Deadline shall be extended day-for-day for the duration of the event for a maximum of 730 days, after which this Agreement shall terminate and the Right-of-Way Property shall revert to the City unless otherwise agreed to by the parties. For purposes of this Agreement, "*Force Majeure*" means an act of terror committed within the United States of America that materially impairs the CTRMA's business operations; a prolonged and unforeseen strike, riot, or occurrence of civil disobedience that materially impairs the CTRMA's business operations; a prolonged and unforeseen shortage of fuel, labor, or material; delay related to or caused by a severe weather event, such as a tornado, a hurricane, or flooding; interruption of utilities; fire or other casualty; discovery of karst features and/or threatened or endangered species previously unknown to the CTRMA; or any other act of God beyond the CTRMA's reasonable control, which could not be avoided by the exercise of due care.

- 2. Exhibit "B" to the original Agreement is hereby replaced by "Exhibit B" (Amended) attached hereto and incorporated herein.

The parties agree that this Amendment shall be effective as of the date set forth above, and that all other obligations, commitments, and agreements contained in the Agreement and not replaced or affected by this Agreement shall remain in full force and effect.

CITY OF CEDAR PARK, TEXAS

By: _____
Bob Antle, Mayor

WILLIAMSON COUNTY, TEXAS

By: _____
John Doerfler, County Judge

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

By: _____
Robert E. Tesch, Chairman
CTRMA Board of Directors