

**INTERLOCAL AGREEMENT REGARDING ADVANCE FUNDING  
FOR LOCAL GOVERNMENT CONTRIBUTIONS TO  
TRANSPORTATION IMPROVEMENT PROJECTS**

This Interlocal Agreement Regarding Advance Funding for Local Government Contributions to Transportation Improvement Projects (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the Town of Little Elm, Texas, a home rule municipality situated in Denton County, acting by and through its governing body, the Town Council of the Town of Little Elm, Texas (the “Town”) and Riverside DPH, L.P. (the “Developer”), a conservation and reclamation district created pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and operating pursuant to Chapter 375, Texas Local Government Code, and Chapter 49, Texas Water Code (each a “Party,” and collectively, the “Parties”).

**RECITALS**

WHEREAS, the Town is a home rule municipality that provides a full range of governmental services to its citizens; and

WHEREAS, the Developer is a political subdivision that provides water, sanitary sewer, drainage, roads, and other facilities and services within the boundaries of the District; and

WHEREAS, the State of Texas, acting through the Texas Department of Transportation (the “State”) has received authorization to undertake and complete a highway improvement generally described as Highway 380 Widening in Denton County; and

WHEREAS, the Town and State have entered into a **Master Agreement Governing Local Transportation Project Advance Funding Agreements**, dated September 9, 2000 (the “Master AFA”); and

WHEREAS, the Town and the State have entered into a change order agreement dated \_\_\_\_\_, 2025 (the “Change Order”), whereby the State has agreed to construct that certain improvements described as the construction of **Savannah Commercial Driveway Improvements** (the “Project”), as depicted in the attached **Exhibit “A,”** and the Town has agreed to advance funds to the State for payment of the Project; and

WHEREAS, the Developer has requested that the Town allow the Developer to participate in the Project by providing funding to the Town for said Project; and

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the Town and the Developer agree as follows:

## **AGREEMENT**

1. Project Funding and Work Responsibilities. The Town will authorize the performance of only the Project which the Developer has requested and has agreed to pay for as described in **Exhibit “B”** attached hereto and made a part hereof. In addition to identifying those items paid for by payments to the Town, Exhibit “B” also specifies those items that are the responsibility of the Developer and will be carried out and completed by the Developer, at no cost to the Town or State.

2. Payment of Funds. Prior to commencement of the Project, or as otherwise required by the State, the Developer agrees to remit a check made payable to the “Town of Little Elm, Texas” in the amount of \$41,671.55. The check shall be deposited by the Town in an account used solely for the Project and managed by the Town. The funds may only be applied by the Town to the Project based on the State’s actual costs for the Project. Upon completion of the Project and final accounting by the State, if excess funds remain, those funds shall be returned to the Developer within thirty (30) days of completion of the Project. If, after completion of the Project and final accounting by the State, there are not enough funds to cover the actual costs of the Project, the Developer shall make a payment to the Town to cover the remaining balance.

3. Right of Access. If the Developer is the owner of any part of the Project site, the Developer shall permit the Town or the State, or their authorized representatives, access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site. The Developer will provide or cause to be provided all necessary easements and utility adjustments needed for performance of the work on sites not owned or to be acquired by the Town or the State.

5. Responsibilities of the Parties. Responsibilities of the Parties will be under the same conditions as provided for the Town and the State in the Master AFA, without exception.

6. Document and Information Exchange. The Developer agrees to electronically deliver to the Town all general notes, specifications, contract provision requirements and related documentation in Microsoft Word or similar format. If requested by the Town, the Developer will use the Town’s or the State’s document template. At the request of the Town, the Developer shall submit any information required by the Town or the State in the format directed by the Town.

7. Inspection and Conduct of Work. Inspection and conduct of work will be under the terms and conditions as provided for in the LPAFA, without exception.

8. Increased Cost. Increased costs will be handled under the same conditions as provided for the Town and the State in the Master AFA, without exception.

9. Maintenance. Project maintenance will be under the same conditions as provided for in the Master AFA, without exception.

10. Termination. Termination of this Agreement shall be under the same conditions as provided for notices of the Master AFA, without exception.

11. Notices. Notices of this Agreement shall be under the same conditions as provided for notices of the Master AFA, without exception.

If to Developer:       Riverside DPH, L.P.  
                                  Managing Member  
                                  8200 Douglas Ave, Ste 300  
                                  Dallas, TX 75225

If to Town:               Town of Little Elm, Texas  
                                  Town Manager  
                                  100 W. Eldorado Parkway  
                                  Little Elm, Texas 75068

12. Successors and Assigns. The Town and the Developer each bind itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

13. Amendments. Amendments of this Agreement shall be made under the same conditions as amendments made to the Master AFA, without exception.

14. Incorporation of Master AFA and LPAFA Provisions This Agreement incorporates all relevant provisions of the Master AFA and the LPAFA in effect on the date of final execution of this Agreement, unless such provision is specifically excepted in this Agreement. Any conflict between the terms of the Master AFA or LPAFA and this Agreement shall be governed and controlled by this Agreement.

15. Signatory Warranty. Each signatory warrants that the signatory has the necessary authority to execute this Agreement on behalf of the entity represented.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, to be effective as of the Effective Date.

RIVERSIDE DPH, L.P.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TOWN OF LITTLE ELM, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A – PLANS

Attached hereto

## EXHIBIT B – COST ESTIMATE