

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AMENDMENT
TO
PASS-THROUGH AGREEMENT FOR PAYMENT
OF PASS-THROUGH TOLLS BY THE DEPARTMENT**

Amendment No. 3

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation (the “Department”), and Williamson County (the “Developer”), and becomes effective when fully executed by both parties.

BACKGROUND

The Department and the Developer executed a contract on February 22, 2006 under which the Department is obligated to make certain pass-through payments to the Developer as reimbursement for the costs to construct improvements to US 79 (Hutto to CR 402); FM 1660 (CR 134 to CR 101); SH 29/IH 35 interchange; US 79 (East of Taylor to County Line); US 183 (San Gabriel River to SH 29); and FM 2338 (FM 3405 to Ronald Reagan Blvd) (all together “the Project”).

The Department and the Developer executed an amendment on October 23, 2007, to modify Attachment D, Environmental Studies and Mitigation.
The Department and the Developer executed an amendment on April 15, 2010, to modify Article 11; Attachment B, Project Description and Scope of Work; and Attachment C, Budget.

Pursuant to Section 11(b) of the Agreement, the Department shall reimburse the Developer no more than **\$150,462,000.00** after the Project as a whole is substantially complete and all highway improvements are open to the public.

In accordance with Section 11(a) of the Agreement, the Department has reimbursed the Developer a total of \$124,153,000.00 for the following projects that are substantially complete and open to the public: US 79 (Hutto to CR 402); SH 29/IH 35 interchange; US 79 (East of Taylor to County Line); US 183 (San Gabriel River to SH 29); and FM 2338 (FM 3405 to Ronald Reagan Blvd).

As of the date of this Amendment No. 3, the Developer has not commenced construction of FM 1660 (CR 134 to CR 101) consisting of CSJ number 1566-01-009 and 1566-02-020.

Under Section 15 of the Agreement, the Department and the Developer may terminate the Agreement in writing by mutual consent.

The Department and the Developer have determined that it is in the best interest of the parties to terminate the Agreement.

Pursuant to a [REDACTED] dated [REDACTED], the Developer authorized the execution of this Amendment No. 3 and the termination of the Agreement.

AGREEMENT

The Department and the Developer agree that the contract is amended as follows:

1. Description of Amended Items

a. Termination

Upon execution by both parties, all the Department's payment obligations under the Agreement shall be satisfied in full and the Agreement shall be terminated.

b. Survival of Terms and Conditions

The termination of the Agreement, as set forth in this Amendment No. 3, shall not release either party from any liabilities or obligations set forth in the Agreement that the parties have expressly agreed shall survive any such termination, if any, or by their nature, would be intended to be applicable following any such termination. The parties expressly agree that the following terms and conditions survive the termination of the Pass-Through Agreement:

1. Section 19. Ownership of Property;
3. Section 25. Hold Harmless;
4. Section 33. Inspection of Books and Records; and
5. Section 34. Office of Management and Budget (OMB) Audit Requirements.

Contract No.: PT 2005-005-01
CSJ No. 0015-08-122,0204-02-
027,0204-04-040,0204-04-042,1566-
01-009, 2211-01-023,0151-04-063
Federal Highway Administration
CFDA Title: _____
CFDA No.: _____
Not Research and Development

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AMENDMENT IS EXECUTED by the Department and the Developer in duplicate.

THE DEPARTMENT

THE DEVELOPER

Signature

Signature

Brian R. Barth
Deputy Executive Director

Bill Gravell Jr.
Williamson County Judge

Typed or Printed Name and Title

Typed or Printed Name and Title

Date

Date