

Contract No: PTT 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: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

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

AMENDMENT NUMBER 3

THIS AMENDMENT to the Pass-Through Agreement for Payment of Pass-Through Tolls by and between the State of Texas, acting through the Texas Department of Transportation (the “Department”), and Williamson County (the “Developer”), becomes effective when fully executed by both parties.

BACKGROUND

The Department and the Developer executed a Pass-Through Toll Agreement on February 22, 2006, Contract No. PTT 2005-001-01, as amended on October 23, 2007 and on April 15, 2010 (all together “the Agreement”), 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”).

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 \$127,009,374.78 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, the Developer has not commenced construction of FM 1660 (CR 134 to CR 101) consisting of CSJ numbers 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 and the termination of the Agreement, which is attached to and made a part of this Amendment as Attachment E-3, Resolution (Attachment E-3).

AMENDMENT NUMBER 3

The Department and the Developer hereby agree as follows:

1. 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. Any unspent balance of the funds previously allocated to the FM 1660 project under the Agreement will be presented to the Texas Transportation Commission for consideration of approval for reallocation in the 2024 UTP for utilization on the US 79 Interchange at FM 3349/CR 101 currently consisting of CSJs 3486-01-008 and 0204-02-034 construction cost overruns, with any remaining funds to be transferred to the Austin District's District Discretionary allocation to be made available for on-state system projects selected in cooperation with the Developer.

2. Survival of Terms and Conditions

The termination of the Agreement, as set forth in this Amendment 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 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.

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3. Signatory Warranty

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

*****SIGNATURE PAGE FOLLOWS*****

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

THE DEPARTMENT

The Developer

Signature

Signature

Brian Barth
Deputy Executive Director

Typed or Printed Name and Title

Bill Gravell, Jr.
Williamson County Judge

Typed or Printed Name and Title

Date

Date

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Attachment E-3 Resolution