FIRST AMENDMENT TO INTERLOCAL AGREEMENT BY AND AMONG THE CITY OF CELINA, THE COUNTY OF COLLIN, AND THE NORTH TEXAS TOLLWAY AUTHORITY REGARDING THE PHASE 4A EXTENSION OF THE DALLAS NORTH TOLLWAY

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN §

This instrument (this "Amendment"), which amends that certain Interlocal Agreement By and Among the City of Celina, the County of Collin, and the North Texas Tollway Authority Regarding the Phase 4A Extension of the Dallas North Tollway, dated effective as of December 16, 2016 (the "Agreement"), is entered into by and among the parties to the Agreement, i.e., the City of Celina (the "City"), Collin County, Texas, a political subdivision of the State of Texas (the "County"), and the North Texas Tollway Authority (the "Authority") (the City, County, and Authority each being a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into the Agreement to evidence their respective responsibilities regarding a planned extension of the Dallas North Tollway ("DNT") from US 380 to FM 428, said planned extension being known as the Dallas North Tollway Extension Project, Phase 4A (the "Phase 4A Extension"); and

WHEREAS, the Authority has been requested by the County of Denton, Texas ("Denton County"), to design and construct at Denton's County's cost a two-lane road that connects: (a) the existing East Service Road at its current northern terminus at FM 428, and (b) a two-lane road that the Authority at the request of Denton County will construct, which has a southern terminus approximately at the intersection of Mobberly Road/CR 8 and the borderline of Collin and Denton counties (the "Denton County Road"); such connecting road will be referred to in this Amendment as the "Service Road Extension"; and

WHEREAS, the East Service Road and Denton County Road each will be suitable for use as a service road for potential future extensions of the DNT; and

WHEREAS, the Service Road Extension also will be designed and constructed in a manner that allows the Service Road Extension to be suitable for use as a service road for the potential future DNT Extension, Phase 4B; and

WHEREAS, subject to (a) agreement between Denton County and the Authority regarding the terms and conditions for the Authority's design and construction of the Service Road Extension, (b) Denton County's provision of funds required for such purposes, and (c) fulfillment all other requirements of the Authority regarding the design and construction of the Service Road Extension; and

WHEREAS, the Service Road Extension will be located within the County and the City and the County and the City, subject to the terms of the Agreement, as amended by this Amendment, will be responsible for the maintenance, policing, and signalization of the Service Road Extension; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governmental entities to contract with one another to perform governmental functions and services under the terms thereof, and the City, the County, and the Authority have determined that mutual benefits and advantages can be obtained by formalizing their agreement as to the separate and distinct issues of importance to them regarding the matters addressed in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and the mutual benefits and advantages accruing to the City, the County, and the Authority, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Defined Terms</u>. Any capitalized term not expressly defined in this Amendment will have the meaning given to that term under the Agreement.
- 2. Schematic Design of Service Road Extension. The limits and design of the Service Road Extension will conform generally to the schematic design prepared by the Authority, which is attached to this Amendment as Exhibit A and incorporated herein by reference (the "SRE Schematic"). The County and the City hereby approve the SRE Schematic.
- 3. <u>Surveying for Service Road Extension</u>. The Authority has retained a professional surveying firm, Burns & McDonnell, to prepare survey plats and legal descriptions for all real property interests that, in the reasonable determination of the Authority, are required for construction, operation, and maintenance of the Service Road Extension. The County and the City hereby approve the Authority's engagement of such firm for those purposes.
- 4. Right-of-Way for Service Road Extension. The Authority has entered into donation agreements with owners of the real property on which the Service Road Extension is planned to be constructed. Under those agreements, such owners agree, subject to the terms and conditions set forth therein, to donate right-of-way for the Service Road Extension (as well as other property, if any, required in connection with a potential future DNT Extension, Phase 4B). The Authority's construction of the Service Road Extension is conditioned and contingent upon such owners' actual donation to the Authority, or, if the Authority so elects, to the County/and or City, of all such right of way, including fee and easement interests, required for the Service Road Extension. The Authority shall have no obligation to expend any funds or assume any liabilities to acquire any such right of way. The Authority must review and approve the conveyance instruments and title to all right-of-way parcels before acceptance thereof. All such right-of-way conveyed to the Authority must be subject only to those matters of title reasonably acceptable to and approved by the Authority.

- 5. Design of Service Road Extension. The design, grade, and precise alignment of the Service Road Extension will be determined by the Authority in its sole discretion, after reasonable consultation with the County and the City. The Authority may also consult with Denton County regarding design matters that could affect the cost of construction of the Service Road Extension. The plans and specifications for construction of the Service Road Extension shall comply with the Authority's engineering design criteria, specifications, and practices, subject, however, to any modifications agreed upon by Authority in its sole discretion in connection with a request by Denton County, Collin County or City to implement modifications that reduce the cost of construction of the Service Road Extension borne by Denton County.
- 6. <u>Traffic Signals for Service Road Extension</u>. All traffic signalization systems required with respect to the Service Road Extension shall be procured, installed, operated, and maintained by the City and/or the County in the same manner and in conformity with the same requirements and obligations as are applicable to traffic signalization for the Phase 4A Extension under the Agreement, including, without limitation, Section 4.3 of the Agreement.
- Service Road Extension, the Authority shall have no obligations regarding operation, maintenance, repair, policing, regulation, public safety or otherwise regarding the Service Road Extension. The City and County agree to perform and assume with respect to the Service Road Extension, the same responsibilities regarding, without limitation, the operation, maintenance, repair, policing, regulation, and public safety as are imposed on them with respect to the Phase 4A Frontage Roads under Article 5 of the Agreement.
- **8.** Ratification; No Other Modifications. The Parties hereby acknowledge and agree that the Agreement remains in full force and effect as originally executed, except as modified by this Amendment. No other amendments or modifications, including, but not limited to, by a course of dealing by the Parties, have been made to the Agreement.
- 9. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day above stated.

[remainder of page intentionally blank; signature pages follow this page]

	CITY OF CELINA, TEXAS	
	By: Illin Jerry	
	Printed Name: Scan Terry	
	Title: Mayor	
ACKNOWLEDGMENT		
THE STATE OF TEXAS §		
COUNTY OF COLLIN §		
This instrument was acknowledged before me on the 14 day of 2016, by Sean Terry, Mayor, of the City of Celina, Texas, on behalf of said city.		
	Notary Public, State of Texas	
	VICKI J. FAULKNER Notary Public	

NORTH TEXAS TOLLWAY AUTHORITY

	Title: Do Decurvo Wester
THE STATE OF TEXAS	§
COUNTY OF COLLIN	§ §
This instrument was acknowl 2016, by Carry Corry tollway authority.	edged before me on the day of Decomber,, of North Texas Tollway Authority, on behalf of said
	Notary Public, State of Texas
LORELEI GRIFFITH My Commission Expires August 28, 2019	

	COLLIN COUNTY, TEXAS	
	By: Little Middle	
	Printed Name: Keith Self	
	Title: County Judge	
	2016-495-07-18	
THE STATE OF TEXAS		
COUNTY OF COLLIN	§ § §	
This instrument was acknowledged before me on the Man day of December 2016, by Keill Self Dudne of Collin County, Texas, on behalf of said county.		
HILARI MONK Notary Public STATE OF THYAS	Notary Public, State of Texas	

AFTER RECORDING RETURN TO:

CITY OF CELINA 142 N. OHIO STREET CELINA, TX 75009

EXHIBIT A

Service Road Extension Schematics

[follows this cover page]

