

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. **Defined Terms.** 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. **Surveying for Service Road Extension.** 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. **Traffic Signals for Service Road Extension.** 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.

7. **City and County Obligations.** Following completion of construction of the 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. **Counterparts.** 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.

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CITY OF CELINA, TEXAS

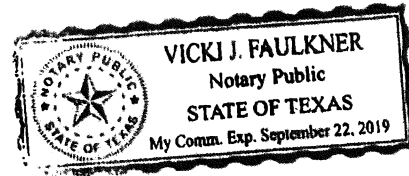
By: *Sean Terry*
Printed Name: Sean Terry
Title: Mayor

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 14 day of July, 2016, by Sean Terry, Mayor, of the City of Celina, Texas, on behalf of said city.

Vicki J. Faulkner
Notary Public, State of Texas



NORTH TEXAS TOLLWAY AUTHORITY

By: [Signature]
Printed Name: Gerald Carrigan
Title: CEO/Executive Director

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 16 day of December, 2016, by Gerry Carrigan, of North Texas Tollway Authority, on behalf of said tollway authority.

[Signature]
Notary Public, State of Texas



COLLIN COUNTY, TEXAS

By: *Keith Self*

Printed Name: Keith Self

Title: County Judge

2016-495-07-18

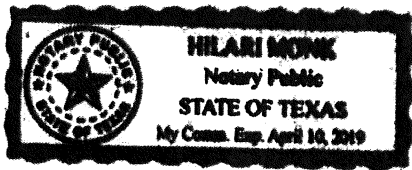
THE STATE OF TEXAS

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COUNTY OF COLLIN

This instrument was acknowledged before me on the 8th day of December, 2016, by Keith Self, County Judge of Collin County, Texas, on behalf of said county.

Hilari Monk
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]

Exhibit A

DNT Phase 4B - FM 428 to Mobberly Rd/CR 8

