

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BY AND
BETWEEN CITY OF AUSTIN AND CAPITAL METROPOLITAN
TRANSPORTATION AUTHORITY REGARDING RUNDBERG LANE AND
SAUNDERS LANE IMPROVEMENTS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, the City of Austin, Texas (the "City"), a home rule municipal corporation, and the Capital Metropolitan Transportation Authority ("Capital Metro"), a transportation authority and political subdivision for the State of Texas under the provisions of the Texas Transportation Code, Chapter 451, each individually sometimes referred to as a "Party" or collectively sometimes referred to as the "Parties", entered into that certain Interlocal Cooperation Agreement, dated effective as of the ____ day of _____, 2006 (the "Agreement");

WHEREAS, in a continuing effort to cooperate in the development and funding of certain improvements defined in the Agreement as the Rundberg Lane Project and the Saunders Lane Project, the Parties wish to amend the Agreement to provide for the performance of additional services by the City and the funding for those services by Capital Metro;

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. SCHEDULE 1 (Project Schedule) relating to Parcel 7 (Hobbs) is hereby amended to read as follows:
 - a. Parcel 7 (Hobbs)
 - Responsibility for Acquisition: City
 - Responsibility for Funding: Capital Metro
 - Responsibility for removal and relocation of existing sign in proposed right-of-way: City
 - Responsibility for funding sign removal and relocation: Capital Metro
2. SCHEDULE 1 (Project Schedule) is hereby amended to add the following parcel:
 - a. Parcel 14 (Glass Mountain)
 - Responsibility for Acquisition of Limits of Construction Easement for Roadway Construction: City

- Responsibility for Funding of Limits of Construction Easement for Roadway Construction: Capital Metro

3. In connection with the acquisition of Parcel 7 (Hobbs), Capital Metro has obtained an environmental report and an appraisal. Capital Metro will provide copies of both to the City upon execution of this Amendment.
4. Except as specifically amended herein, the terms of the original Agreement shall remain unchanged and shall remain in full force and effect.

Executed to be effective as of the ____ day of _____, 2007.

CITY OF AUSTIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Chief Counsel