

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Texas Parks and Wildlife Department (TPWD) intends to replace the Wyler Aerial Tramway and to construct certain additional associated amenities within the Franklin Mountain State Park (Project) and has entered into a Project Development Agreement for design and construction of the Project with the Camino Real Regional Mobility Authority (CRRMA) dated March 29, 2021 (Agreement);

WHEREAS, TPWD provided approximately \$4,600,000 to the CRRMA for development of the Project through the Agreement, which had been allocated to TPWD from the 86th Texas Legislature and the parties have since amended the Agreement to provide an additional \$5,000,000 and \$10,000,000 allocated by the 87th Legislature and 88th Legislature, respectively; and

WHEREAS, TPWD has now dedicated an additional \$7,000,000 to the CRRMA from funds appropriated by the 89th Texas Legislature that must also be used on the development of the Project and the parties therefore desire to further amend the Agreement to increase the project funds available to the CRRMA.

NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:

THAT the CRRMA Executive Director is authorized to execute an Amendment No. 3 to the Project Development Agreement for Design and Construction of the Wyler Aerial Tramway Project with the Texas Parks & Wildlife Department.

PASSED AND APPROVED THIS 12TH DAY OF NOVEMBER 2025.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

Joyce A. Wilson, Chair

Lina Ortega
Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

AMENDMENT NO. 3

TO THE WYLER AERIAL TRAMWAY PROJECT PROJECT DEVELOPMENT AGREEMENT FOR DESIGN AND CONSTRUCTION

THIS AMENDMENT NO. 3 to the Project Development Agreement for Design and Construction by and between the **TEXAS PARKS AND WILDLIFE DEPARTMENT**, an agency of the State of Texas, as authorized by the Texas Parks and Wildlife Commission, hereinafter identified as “TPWD,” and the **CAMINO REAL REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas, hereinafter identified as the “Authority” (each a “Party” and jointly referred to as the “Parties”), is executed to be effective upon final execution, as indicated by signature of both parties.

WITNESSETH

WHEREAS, TPWD and the Authority entered into a Project Development Agreement for Design and Construction of the Wyler Aerial Tramway Project dated March 29, 2021, as amended by Amendment No. 1 dated August 31, 2021 and by Amendment No. 2 dated February 23, 2024 (collectively, the “Agreement”), whereby the Parties defined responsibilities and obligations related to the design and construction of the Wyler Aerial Tramway Project (the “Project”); and

WHEREAS, the 89th Texas Legislature dedicated \$7 million from the total amount of TPWD appropriated funds pursuant to the adoption of House Bill 500 to be used for overhaul and necessary construction related to the Project; and

WHEREAS, the Parties have each determined that it is in their best interest to amend the Agreement to accommodate for the additional funds appropriated by the 89th Legislature.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the Parties hereto to be by them respectively kept and performed as hereinafter set forth, TPWD and the Authority agree as follows:

I. Recital 8, page 1 of the Agreement shall be and hereby is amended to read as follows:

WHEREAS, the TPWD was appropriated \$5 million pursuant to the adoption of Senate Bill 500 by the 86th Legislature (the “86th Legislature Funding”), \$5 million pursuant to the adoption of Senate Bill 1 by the 87th Legislature (the “87th Legislature Funding”), \$10 million from the total amount of appropriated funds under House Bill 1 by the 88th Legislature (the “88th Legislature Funding”), and \$7 million pursuant to the adoption of House Bill 500

by the 89th Legislature (the "89th Legislature Funding") for overhaul and construction related to the Tramway (the 86th Legislature Funding, the 87th Legislature Funding, the 88th Legislature Funding, and the 89th Legislature Funding collectively, the "Appropriated Funds"); and

II. Section 1 of the Agreement shall be and hereby is amended to read as follows:

1. **Performance of Obligations.** Time is of the essence in the performance of the obligations under this Agreement. The 86th Legislature Funding described herein, must be expended no later than August 2025. The 87th Legislature Funding described herein, must be expended no later than August 2026. The 88th Legislature Funding described herein, must be expended no later than August 2028. The 89th Legislature Funding described herein, must be expended no later than August 2027. TPWD and the Authority agree to use good faith efforts to timely resolve issues that arise between the Parties during the development of the Project. Without limiting the provisions of this Agreement, TPWD and the Authority will take all actions that are consistent with each of their undertakings pursuant to this Agreement and in furtherance of the purposes of this Agreement and which are consistent with applicable law.

III. Section 2 of the Agreement shall be and hereby is amended to read as follows:

2. **Sources of Funds.** The Parties acknowledge and agree that TPWD will pay the unencumbered and unexpended balance of the Appropriated Funds in the amount of TWENTY-SIX MILLION SIX HUNDRED NINETY-SEVEN THOUSAND SEVENTY-NINE AND 92/100 DOLLARS-(\$26,697,079.92) (the "Project Funds") for design and construction of the Project.

IV. Section 5, Subsection d.ii. of the Agreement is hereby revised to read as follows:

ii. If the cost to construct the Project is less than the amounts remaining from the Project Funds, the Parties may work together to identify the best use of such remaining funds. Any resulting modification to the scope of the Project must comply with the permissible respective uses of the Appropriated Funds under Senate Bill 500 (86R), Senate Bill 1 (87R), House Bill 1 (88R), and House Bill 500 (89R) and must be approved in the form of an amendment to this Agreement signed by both Parties.

If, after having used good faith efforts, the Parties cannot agree to the best use of any remaining funds, TPWD may require the return of those funds; provided that any such return of funds does not impact the Authority's ability to pay for expenses previously incurred.

V. Remaining Terms and Conditions. Except as expressly amended herein, the Agreement shall continue in full force and effect in the form that was effective immediately before the execution of this Amendment No. 3.

IN WITNESS WHEREOF, TPWD and the Authority have executed this Amendment No. 3 in two (2) multiple counterparts on the dates shown herein below, effective on the date listed above.

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

**TEXAS PARKS AND
WILDLIFE DEPARTMENT**

By: _____
Raymond L. Telles
Executive Director

By: _____
David Yoskowitz, Ph.D.
Executive Director

Date: _____

Date: _____