

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND
FERN BLUFF MUNICIPAL UTILITY DISTRICT REGARDING HAIRY MAN ROAD
IMPROVEMENTS AND THE HAIRY MAN ROAD AND GREAT OAKS AT BRUSHY
CREEK PROJECT**

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2019, by and between WILLIAMSON COUNTY (the "County") and the FERN BLUFF MUNICIPAL UTILITY DISTRICT (the "District"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County is in the process of designing and constructing a widening and rehabilitation of Hairy Man Road/Brushy Creek Road from Brushy Bend (Walsh Drive) to Sam Bass Road and improvements at the intersection of Hairy Man Road and Great Oaks Drive, including the construction of a new bridge crossing Brushy Creek (collectively, the "Project"); and

WHEREAS, the District and County desire to cooperate regarding certain aspects of the Project, as stated herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.

General Purpose

This Agreement generally sets for the terms and conditions pursuant to which the District shall convey certain real property interests to the County for the Project, and pursuant to which the County shall incorporate certain improvements into the as consideration for the District's conveyance of real property interests.

II.

County Obligations

1. County agrees to include within the Project the following at the sole cost and expense of the County:

- a. Replacement, reconstruction and/or relocation all trails and sidewalks impacted by the Project to a condition not less than the current trails and sidewalks. A description of the sidewalk and trail improvements is set forth on **Exhibit "A"** and the plans for the replacement, reconstruction and/or relocation all trails and sidewalks shall be subject to the District's reasonable approval as to location and design.
- b. Design and construction of modifications to the parking lot of Olsen Meadows Park, including, but not limited to providing striping and space adequate to accommodate not less than 29 parking spaces; designing and installing a 12-inch water line relocation around the culvert extension; resurfacing and striping of driveways and parking lot; constructing the driveway on the east side of the parking lot to be no less than 23 feet wide at its entrance; and installing a left turn entrance from Hairy Man Road. A

description of the modifications to the parking lot is set forth on **Exhibit “B”** and the plans for the modifications to the parking lot shall be subject to the District’s reasonable approval as to location and design.

- c. Design and installation water and wastewater lines to replace all existing District lines in conflict with the Project. All relocation plans and specifications must be approved by the District in advance of construction by the County, and shall be undertaken so as to prevent any disruption in water or sewer service to District customers.
- d. Design and construction of a maintenance yard with asphalt surface and drainage at the trail located east of Great Oaks on Hairy Man Road. A description of the modifications to the maintenance yard is set forth on **Exhibit “C”** and the plans for the modifications to the maintenance yard shall be subject to the District’s reasonable approval as to location and design.

All of the foregoing improvements shall be constructed simultaneously with, and as part of, the road improvements that constitute the Project.

- 2. Notwithstanding any provision herein to the contrary, to the extent that any components of the Project require repair, replacement or relocation of any existing improvements or property owned the District, the final design and completion of such repair(s), replacement(s) and relocation(s) shall be subject to the approval of the District, which approval shall not be unreasonably withheld or delayed.

3. Upon completion of construction, the County shall maintain all Project improvements that are not District property at the County's sole cost and expense.

III.

District Obligations

1. Simultaneously with the execution of this Agreement, the District shall execute that certain Quitclaim Deed in the form attached hereto as **"Exhibit D"** dedicating without warranty the certain real property described therein.
2. District will own, operate, maintain and repair the Olsen Meadows parking lot, District trails, and sidewalks that are relocated, repaired, replaced or modified by the County in accordance with the terms of this Agreement upon completion of installation by the County, and approval thereof by the District, in accordance with the terms of this Agreement.
3. After acceptance, District will own, operate, maintain and repair all District water and wastewater lines installed by the County as part of the Project. No formal conveyance of facilities shall be required, and upon acceptance by the District, the water and wastewater lines shall be deemed owned by the District for all purposes.

IV.

Miscellaneous

1. Neither the District nor County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States with respect to claims brought by third parties. The parties

acknowledge that this Agreement constitutes a contract for goods and services for which governmental immunity is waived.

2. This Agreement may not be amended or modified except in writing executed by both the District and Williamson County, and authorized by their respective governing bodies.
3. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be constructed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.
4. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
5. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project and acceptance of the public improvements by District. The Parties acknowledge that the Project could take considerable time to design and construct, due to the environmentally sensitive areas within the Project footprint. If the Project has not been constructed and opened to the public within five (5) years after the Effective Date, the District and/or the County reserves the right to terminate this Agreement.

6. The Effective Date of this Agreement shall be on the date the last Party signs this Agreement.
7. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

(signatures on following page)

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

By: _____
Bill Gravell Jr, County Judge

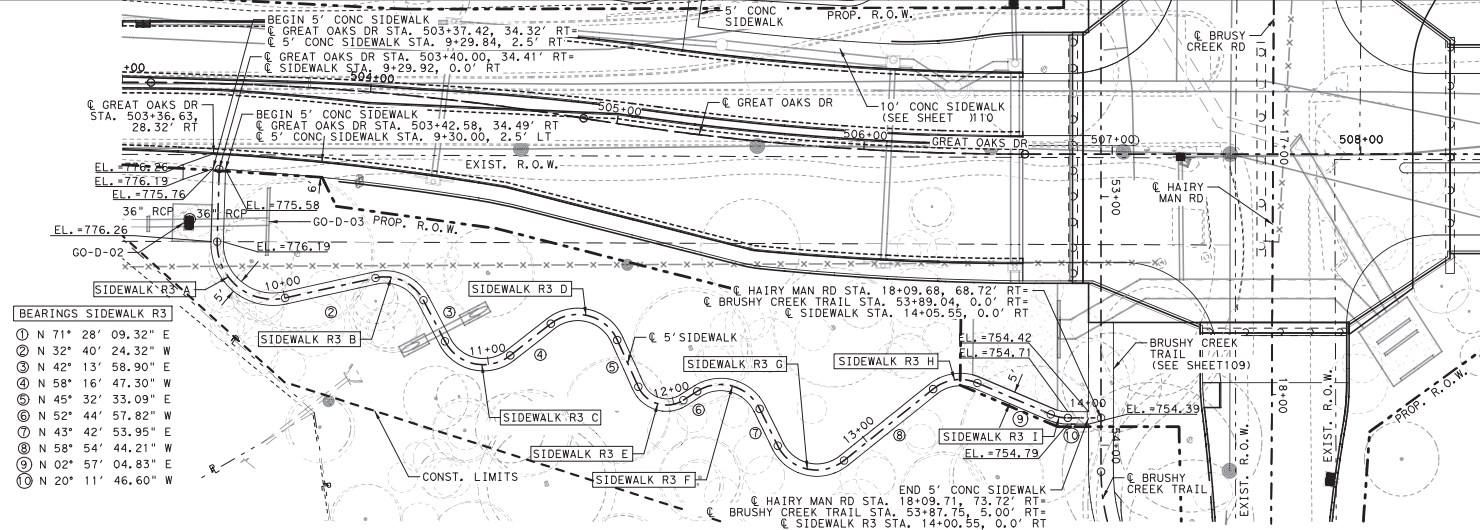
Attest:

Nancy Rister, County Clerk

FERN BLUFF MUNICIPAL UTILITY
DISTRICT

By: George Baker
Its: President

Junica Stempto
District Secretary



CURVE SIDEWALK R3 A

PI STATION	= 49+22.66
DELTA	= 17° 44' 09.42" (RT)
DEGREE OF CURVE	= 57° 17' 44.81"
TANGENT	= 15.6023
LENGTH	= 30.9551
RADIUS	= 100.0000
PC STATION	= 49+07.06
PT STATION	= 49+38.01

CURVE SIDEWALK R3 F

PI STATION	= 12+30.36
DELTA	= 96° 27' 51.77" (RT)
DEGREE OF CURVE	= 327° 24' 16.04"
TANGENT	= 19.59
LENGTH	= 29.46'
RADIUS	= 17.50'
PC STATION	= 12+10.76
PT STATION	= 12+40.23

CURVE SIDEWALK R3 B

PI STATION	= 50+14.61
DELTA	= 16° 37' 23.36" (LT)
DEGREE OF CURVE	= 57° 17' 44.81"
TANGENT	= 14.6093
LENGTH	= 29.0129
RADIUS	= 100.0000
PC STATION	= 50+00.00
PT STATION	= 50+29.01

CURVE SIDEWALK R3 G

PI STATION	= 12+78.62
DELTA	= 102° 37' 38.16" (LT)
DEGREE OF CURVE	= 327° 24' 16.04"
TANGENT	= 19.59
LENGTH	= 29.46'
RADIUS	= 17.50'
PC STATION	= 12+56.77
PT STATION	= 12+86.11

CURVE SIDEWALK R3 C

PI STATION	= 50+42.53
DELTA	= 15° 23' 55.28" (RT)
DEGREE OF CURVE	= 57° 17' 44.81"
TANGENT	= 13.5194
LENGTH	= 26.8758
RADIUS	= 100.0000
PC STATION	= 50+29.01
PT STATION	= 50+55.89

CURVE SIDEWALK R3 H

PI STATION	= 13+44.61
DELTA	= 61° 51' 49.03" (RT)
DEGREE OF CURVE	= 327° 24' 16.04"
TANGENT	= 10.49
LENGTH	= 18.90'
RADIUS	= 17.50'
PC STATION	= 13+34.12
PT STATION	= 13+53.02

CURVE SIDEWALK R3 D

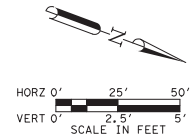
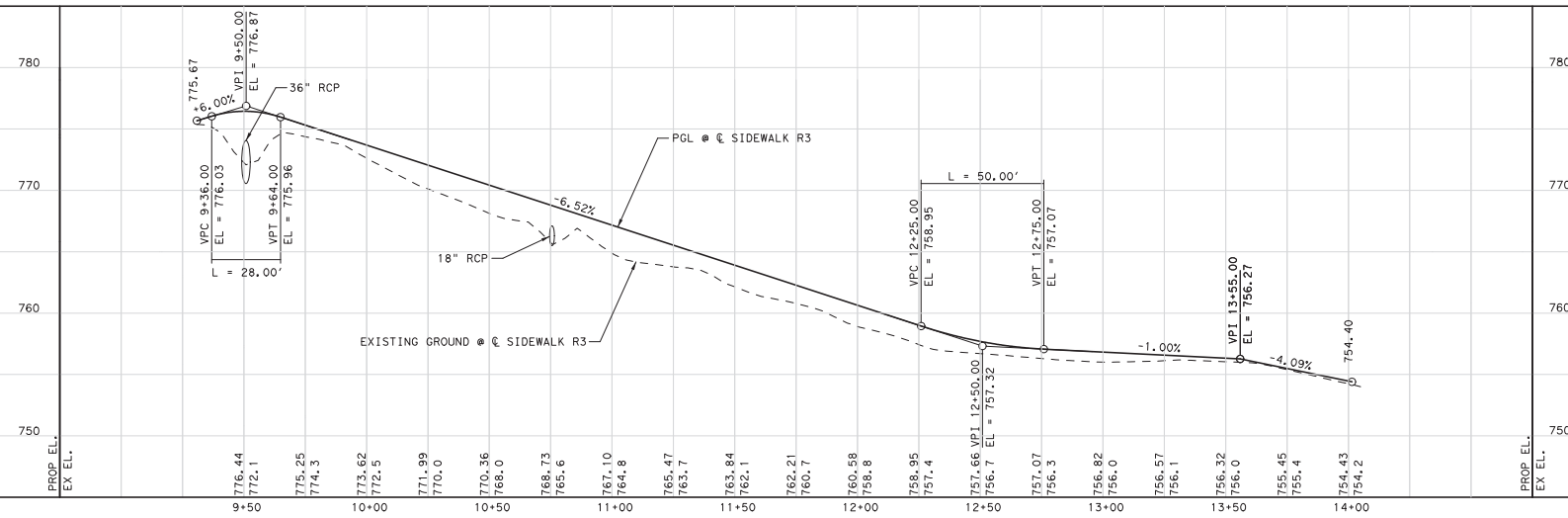
PI STATION	= 51+32.09
DELTA	= 39° 11' 13.65" (RT)
DEGREE OF CURVE	= 95° 29' 34.68"
TANGENT	= 21.3584
LENGTH	= 41.0384
RADIUS	= 60.0000
PC STATION	= 51+10.73
PT STATION	= 51+51.77

CURVE SIDEWALK R3 I

PI STATION	= 13+88.70
DELTA	= 23° 08' 51.43" (LT)
DEGREE OF CURVE	= 327° 24' 16.04"
TANGENT	= 3.58
LENGTH	= 7.07'
RADIUS	= 17.50'
PC STATION	= 13+85.12
PT STATION	= 13+92.19

CURVE SIDEWALK R3 E

PI STATION	= 51+71.95
DELTA	= 37° 10' 39.13" (LT)
DEGREE OF CURVE	= 95° 29' 34.68"
TANGENT	= 20.1791
LENGTH	= 38.9322
RADIUS	= 60.0000
PC STATION	= 51+51.77
PT STATION	= 51+90.70



NOTES:

1. REFER TO "HORIZONTAL AND VERTICAL CONTROL DATA" SHEET FOR CONTROL POINT DATA.
2. DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED IN THE PLANS.
3. REFER TO DRAINAGE PLANS FOR ADDITIONAL DRAINAGE INFORMATION.
4. REFER TO TRAIL AND SIDEWALK PLAN AND PROFILE FOR 10' TRAIL CONTROL.

PRELIMINARY

FOR REVIEW ONLY
Not for construction, bidding,
or permit purposes.

JMT

Engineer: MATTHEW JAMES WERNER
P.E. No. 107847, exp. 7/12/2019



PESC P.E. Structural Consultants, Inc.
www.PEStructural.com
TBP Firm No. F-1475

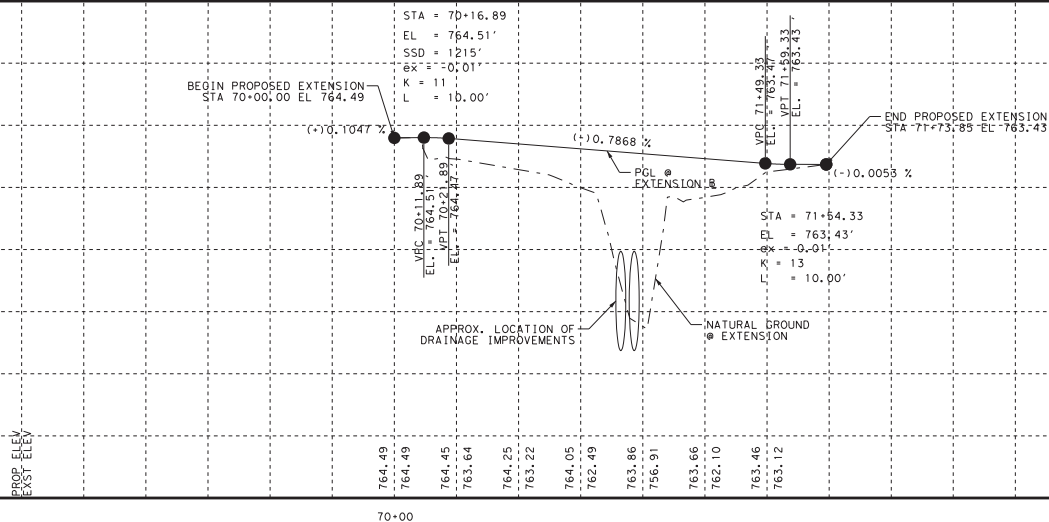
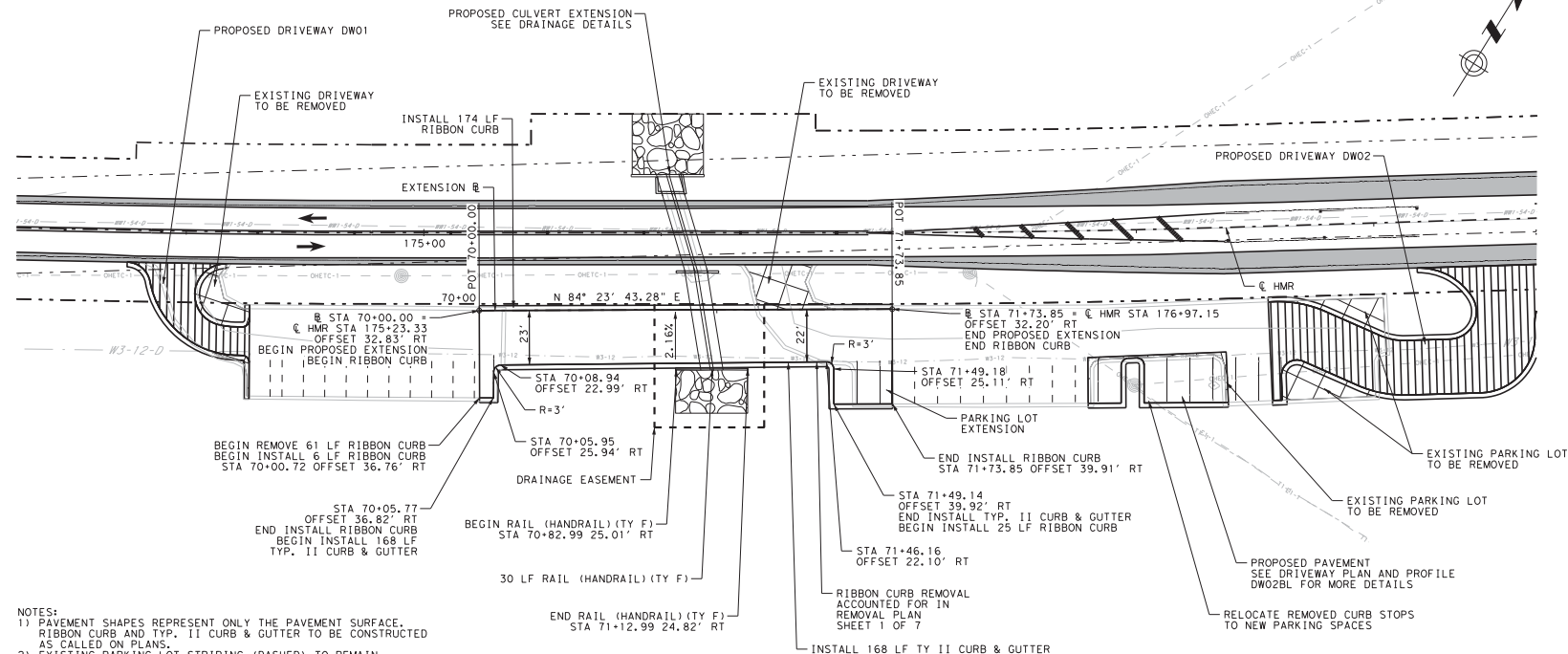
GREAT OAKS DR AT BRUSHY CREEK RD

SIDEWALK PLAN & PROFILE
SIDEWALK R3
STA 10+00 TO STA 14+06.43
EXHIBIT A

7/12/2019 SHEET 1 OF 1

DESIGN	FED. NO.	FEDERAL AID PROJECT NO.	Hwy NO.
VLC	2012.00	6	
DRAWN	STATE	DISTRICT	COUNTY
JC	TEXAS	AUS	WILLIAMSON
DESIGNER	CONTROL	SECTION	JOB
RJM			
GR CHECK	WES		

SHEET NO.
108
OF 457

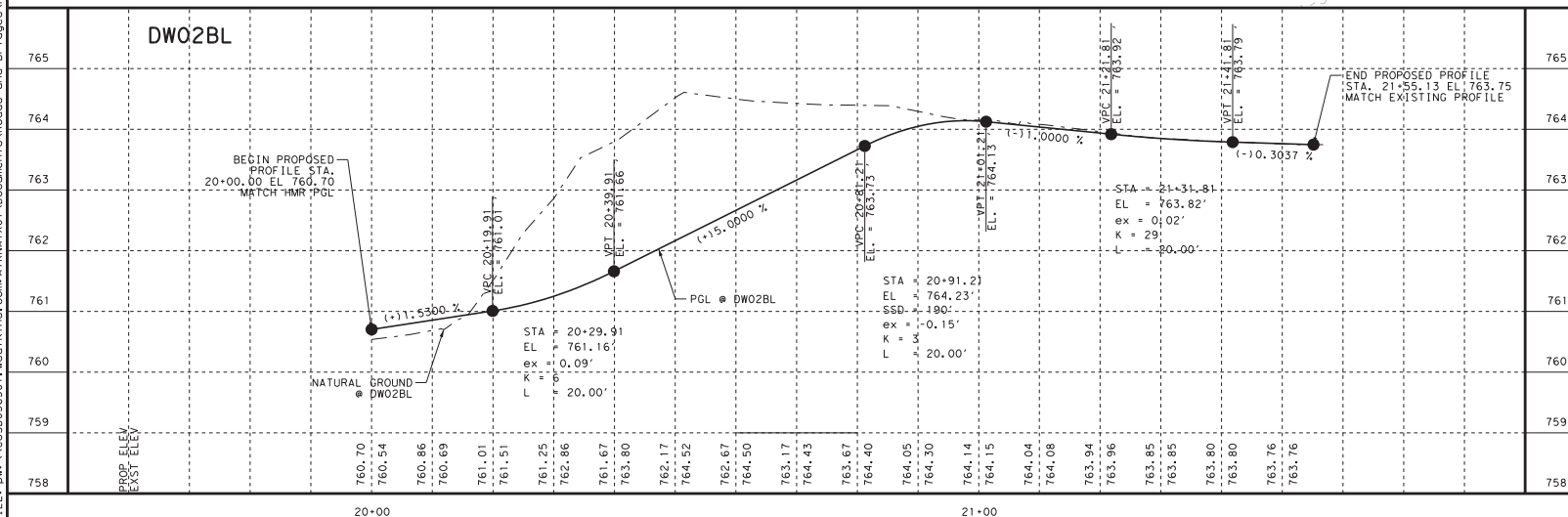
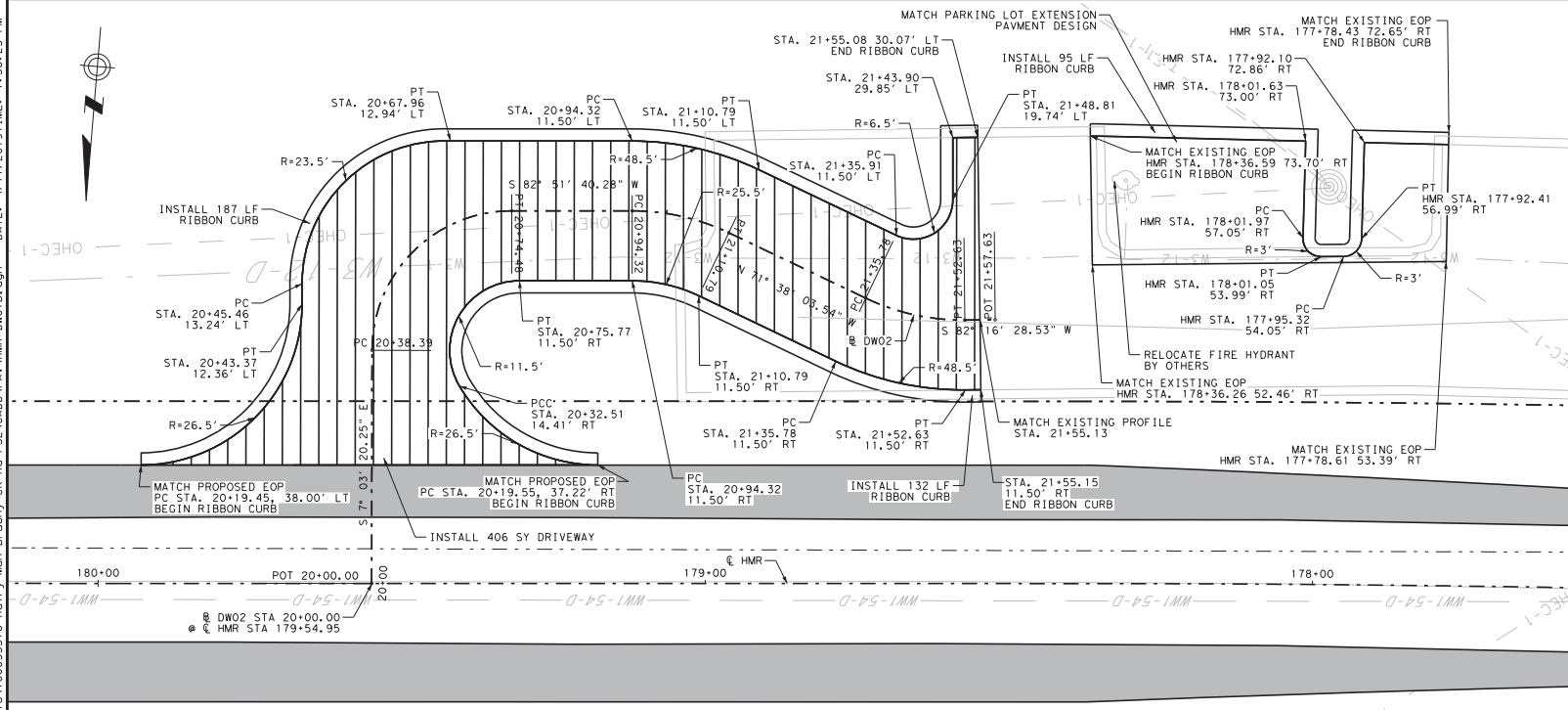


REV. No.	DATE	REVISION	BY

**ATKINS**








HAIRY MAN ROAD /
BRUSHY CREEK ROAD
IMPROVEMENTS
PARKING LOT
EXHIBIT B

SCALE: 1"=50'H, 1"=5'V				SHEET 1 OF			
DESIGNED: XXX		FED. RD DIV. No.	STATE	PROJECT No.		HIGHWAY No.	
CHECKED: XXX		TEXAS				HAIRY MAN R.	
DRAWN: XXX	STATE DISTRICT	COUNTY		CONTROL No.	SECTION No.	JOB No.	SHEET No.
CHECKED: XXX	AUSTIN	WILLIAMSON					47



PI STATION	=	20+61.35	
DELTA	=	89° 55' 00.53"	(RT)
DEGREE OF CURVE	=	249° 06' 43.51"	
TANGENT	=	22.97	
LENGTH	=	81.09	
RADIUS	=	23.00	
PC STATION	=	20+38.39	
PT STATION	=	20+74.48	
PI STATION	=	21+02.69	
DELTA	=	25° 30' 16.20"	(RT)
DEGREE OF CURVE	=	154° 51' 12.45"	
TANGENT	=	8.57	
LENGTH	=	16.47	
RADIUS	=	37.00	
PC STATION	=	21+04.32	
PT STATION	=	21+10.79	
PI STATION	=	21+44.35	
DELTA	=	20° 27' 27.96"	(LT)
DEGREE OF CURVE	=	154° 51' 12.45"	
TANGENT	=	8.57	
LENGTH	=	16.85	
RADIUS	=	37.00	
PC STATION	=	21+35.78	
PT STATION	=	21+52.63	

LEGEND

-  NEW / RECONSTRUCTED DRIVEWAY
 TRAFFIC DIRECTION
 PROPOSED R. O. W.
 EXISTING R. O. W.
 WIDENING
 PROPOSED E. O. P.
 PROPOSED DITCH

PRELIMINARY

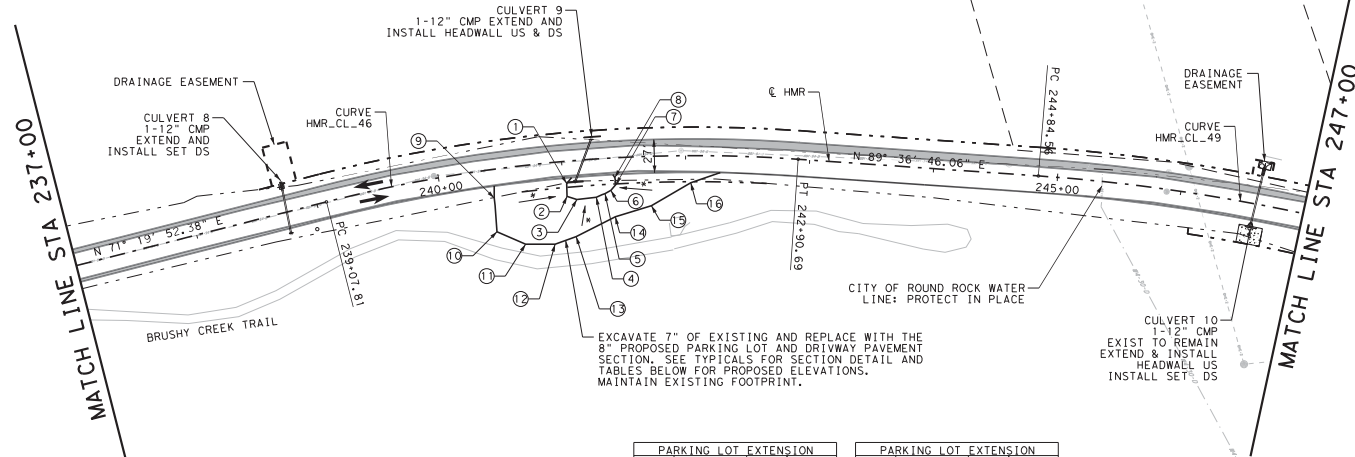
Document Incomplete: not intended
for permit, bidding or construction.
Engineer: CHRISTOPHER FOURNIER
P.E. Serial No. 123633
Date: 4/11/2019

REV. No.	DATE	REVISION	BY

**ATKINS**

HAIRY MAN ROAD /
BRUSHY CREEK ROAD
IMPROVEMENTS
DRIVEWAY PLAN
AND PROFILE

SCALE: 1"=20'H, 1"=2'V										SHEET 2 OF 10									
DESIGNED: XXX				FED. RD. No.		STATE		PROJECT No.						HIGHWAY No.					
CHECKED: XXX						TEXAS								HAIRY MAN RD.					
DRAWN: XXX				STATE DISTRICT		COUNTY		CONTROL No.		SECTION No.		JOB No.		SHEET No.					
CHECKED: XXX				AUSTIN		WILLIAMSON								SHMR*DW					



* DRAINAGE ARROWS SHOWN FOR INFORMATIONAL
PURPOSES ONLY. MAINTAIN EXISTING
DRAINAGE PROFILE.

PARKING LOT EXTENSION			
POINT	STA	OFF	ELEV
1	241+02.55	17.96	744.92
2	241+01.94	28.39	744.79
3	241+09.86	31.42	744.67
4	241+26.02	30.81	744.63
5	241+33.36	28.29	744.24
6	241+38.36	26.06	745.07
7	241+42.84	21.44	745.32
8	240+43.66	13.11	745.08

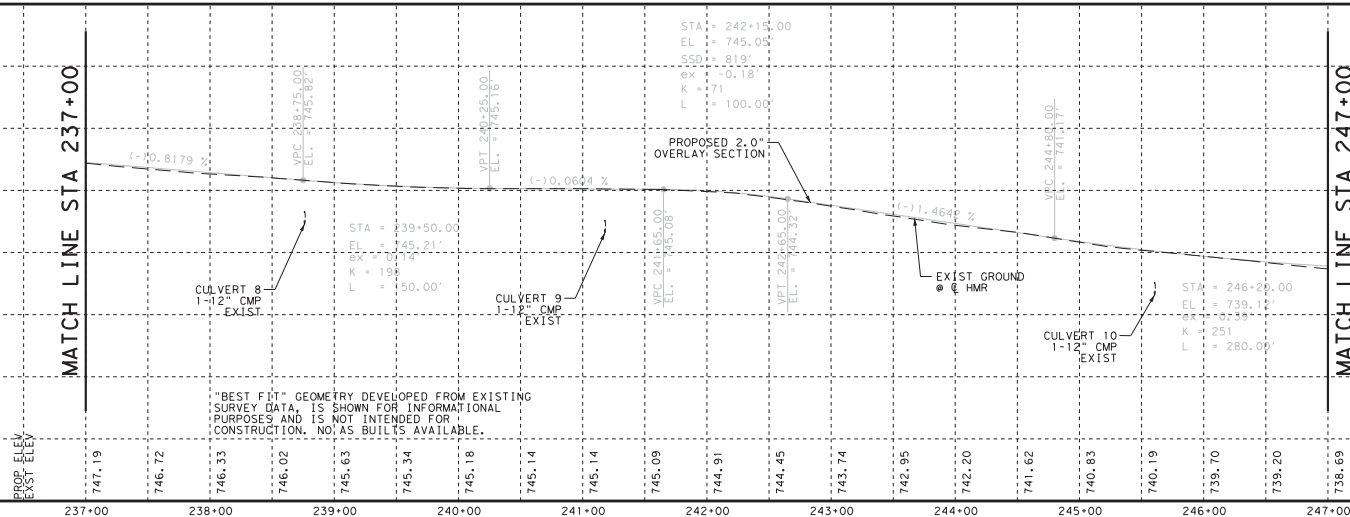
PARKING LOT EXTENSION			
POINT	STA	OFF	ELEV
9	240+42.26	22.99	744.94
10	240+40.75	50.15	745.36
11	240+63.29	63.09	745.68
12	240+63.29	63.09	745.71
13	241+06.73	61.13	745.57
14	241+40.76	47.42	745.28
15	241+71.25	39.81	744.81
16	242+04.12	21.85	745.53

LEGEND

- NEW / RECONSTRUCTED DRIVEWAY
- TRAFFIC DIRECTION
- PROPOSED R.O.W.
- EXISTING R.O.W.
- WIDENING
- PROPOSED E.O.P.
- PROPOSED DITCH
- PROPOSED RIPRAP

PRELIMINARY

Document Incomplete: not intended
for permit, bidding or construction.
Engineer: CHRISTOPHER FOURNIER
P.E. Serial No. 123633
Date: 7/2/2019



REV. NO.	DATE	REVISION	BY

WILLIAMSON COUNTY
1848

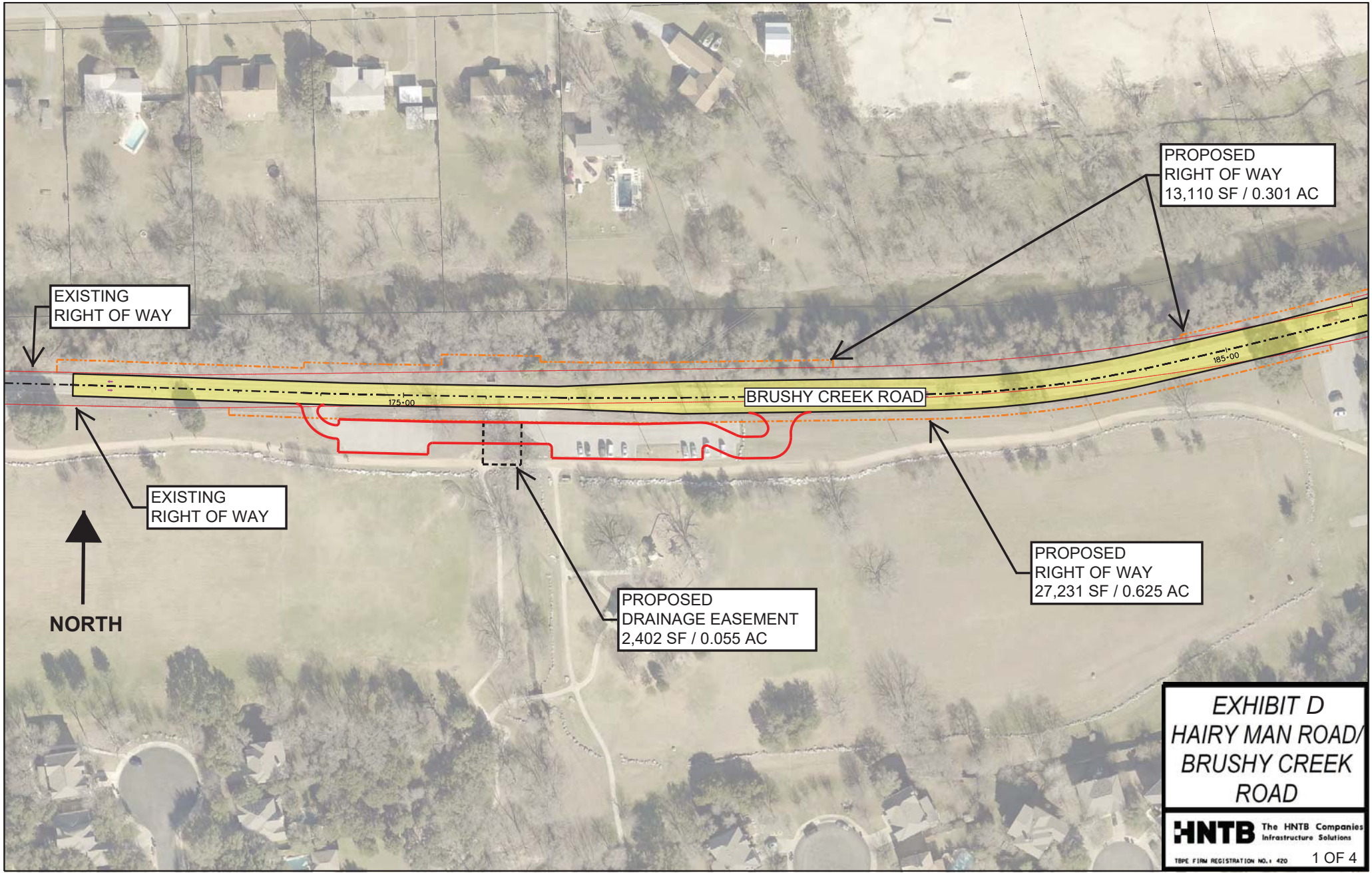
ATKINS
TYPE REG. # F-474

HAIRY MAN ROAD / BRUSHY CREEK ROAD IMPROVEMENTS PLAN AND PROFILE EXHIBIT C

SCALE: 1"=100'H, 1"=10'V

DESIGNED: CAF	FED. RD. DIST. NO.	STATE	PROJECT NO.	HIGHWAY NO.
CHECKED: WHL	TEXAS			
DRAWN: CAF	DISTRICT	COUNTY	CONTROL NO.	SECTION NO.
CHECKED: WHL	AUSTIN	WILLIAMSON		

HAIRY MAN RD	JOB NO.	SHEET NO.
		32



EXISTING
RIGHT OF WAY

PROPOSED
RIGHT OF WAY
13,110 SF / 0.301 AC

EXISTING
RIGHT OF WAY

BRUSHY CREEK ROAD

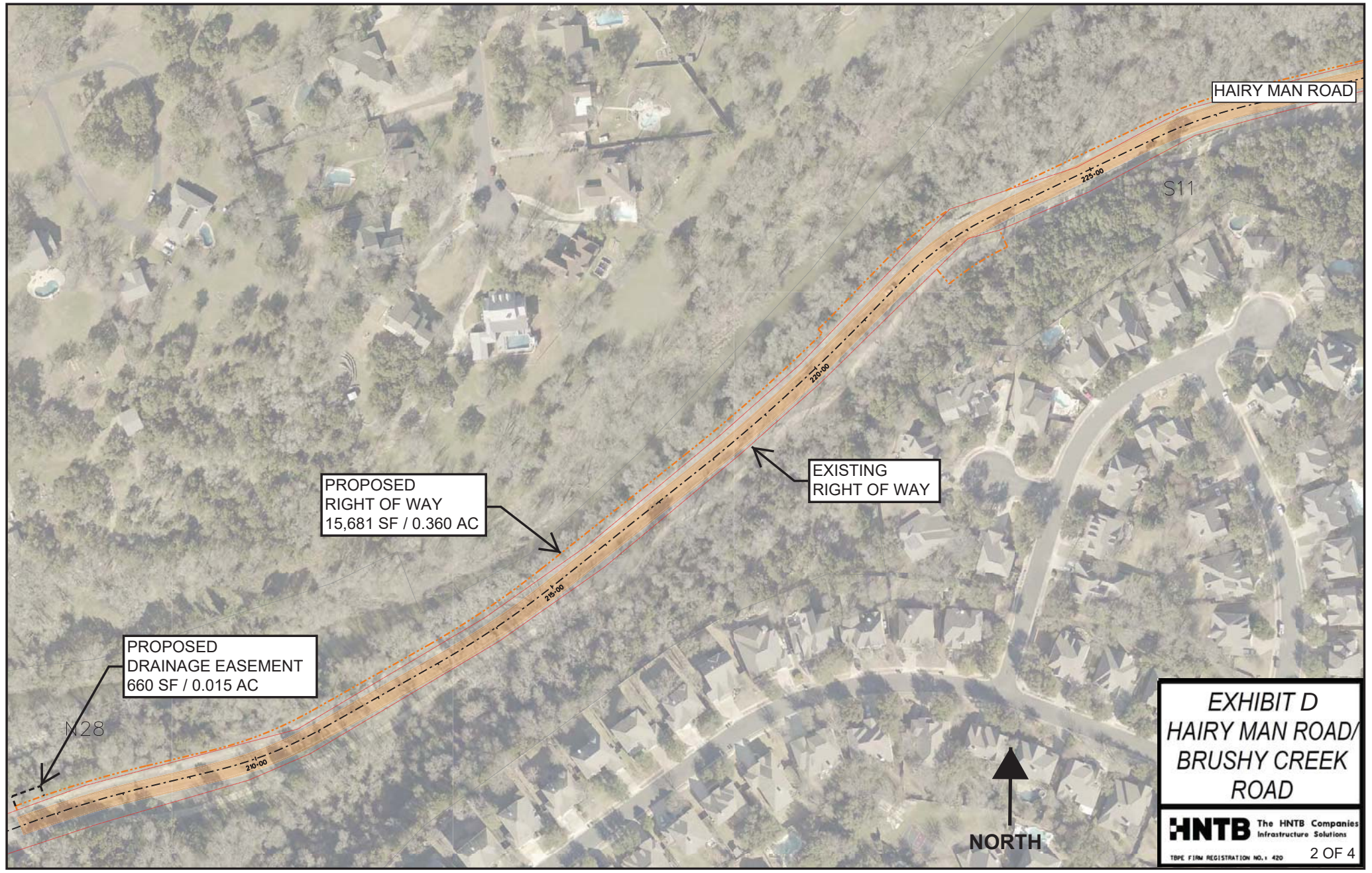
PROPOSED
RIGHT OF WAY
27,231 SF / 0.625 AC

PROPOSED
DRAINAGE EASEMENT
2,402 SF / 0.055 AC

NORTH

EXHIBIT D
HAIRY MAN ROAD/
BRUSHY CREEK
ROAD

HNTB The HNTB Companies
Infrastructure Solutions



HAIRY MAN ROAD

S11

PROPOSED
RIGHT OF WAY
15,681 SF / 0.360 AC

EXISTING
RIGHT OF WAY

PROPOSED
DRAINAGE EASEMENT
660 SF / 0.015 AC

N28

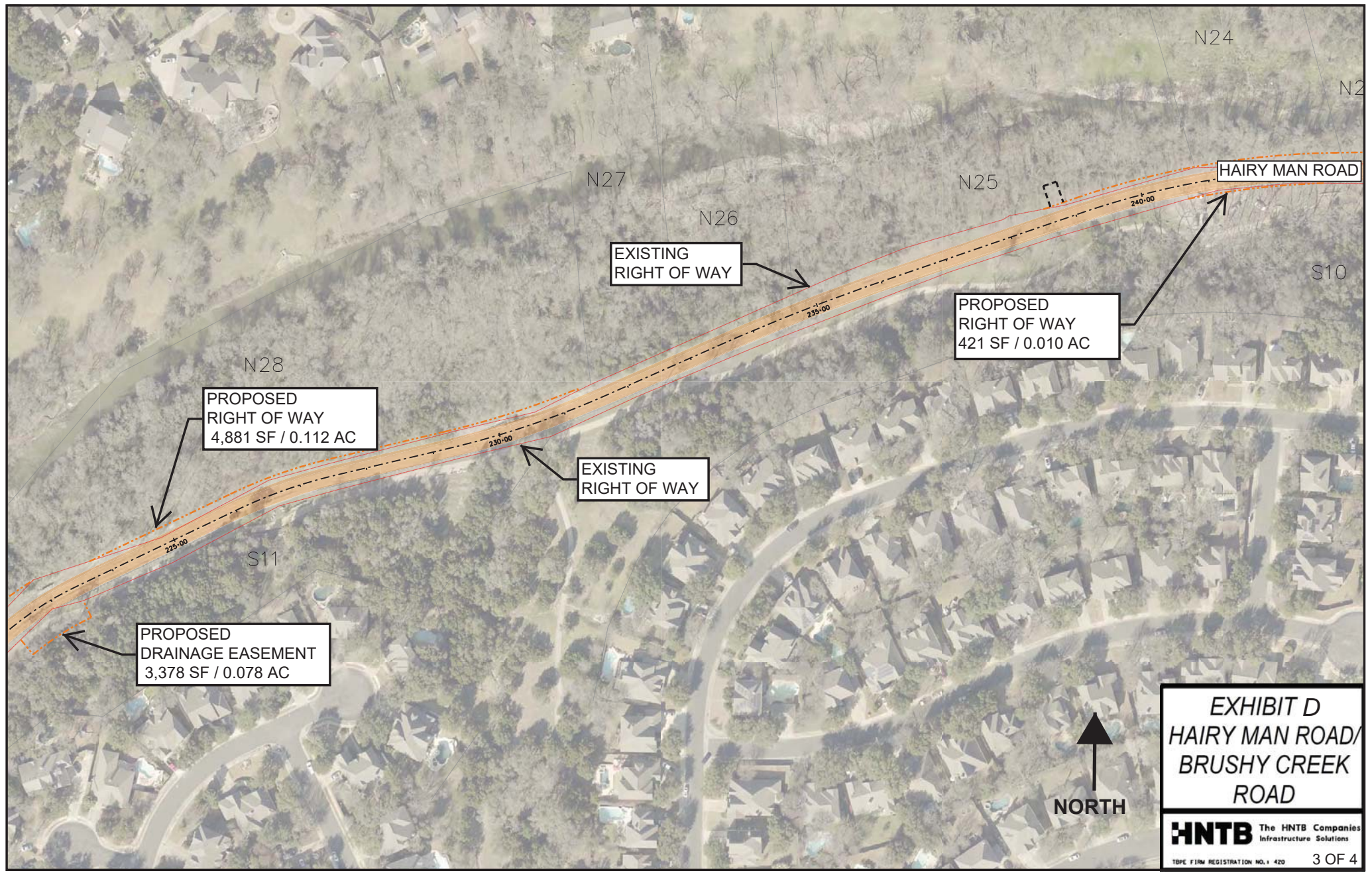


EXHIBIT D
**HAIRY MAN ROAD/
BRUSHY CREEK
ROAD**

HNTB The HNTB Companies
Infrastructure Solutions

TXPE FIRM REGISTRATION NO. 1 420

2 OF 4



PROPOSED
RIGHT OF WAY
4,881 SF / 0.112 AC

EXISTING
RIGHT OF WAY

PROPOSED
RIGHT OF WAY
421 SF / 0.010 AC

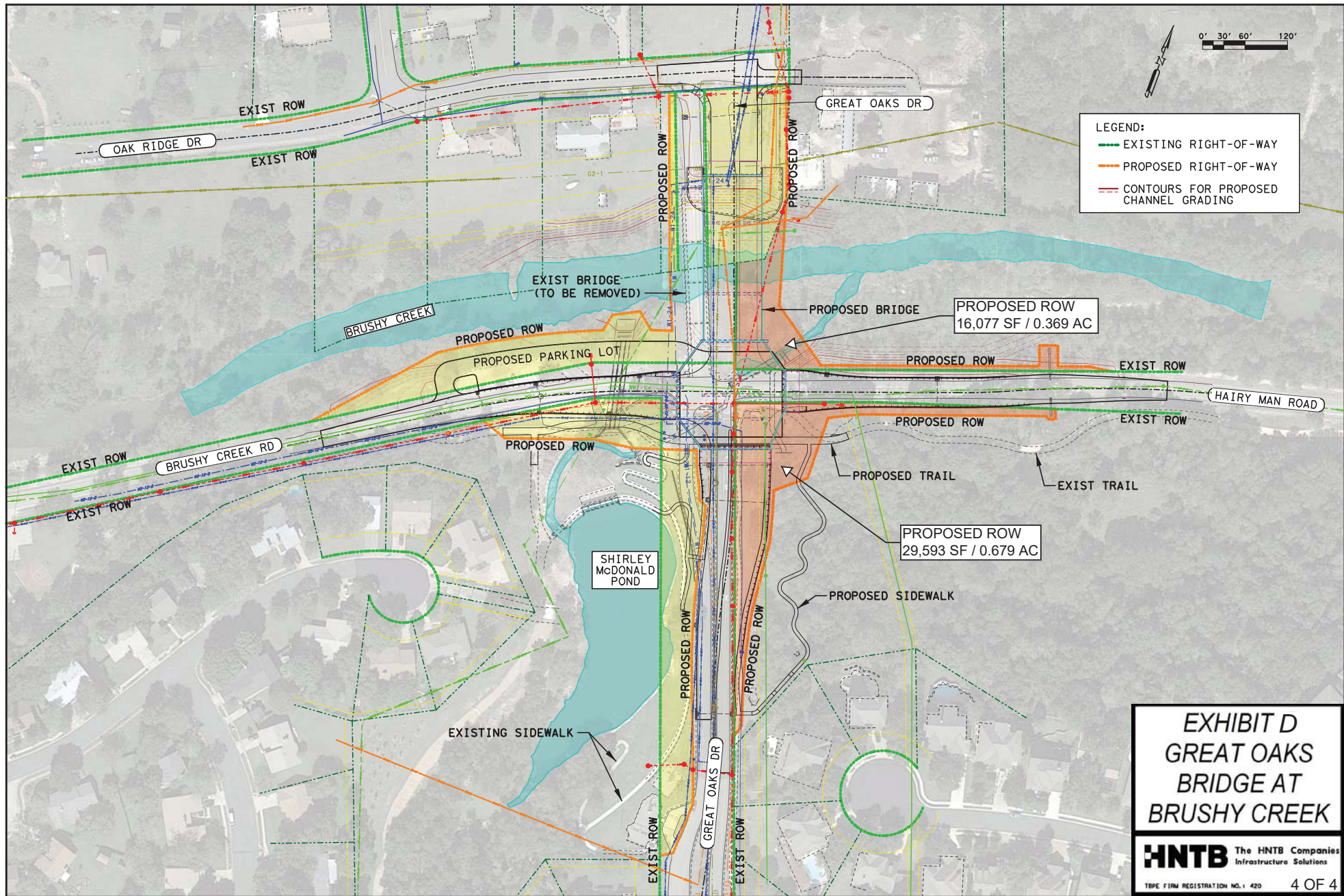
HAIRY MAN ROAD

EXISTING
RIGHT OF WAY

PROPOSED
DRAINAGE EASEMENT
3,378 SF / 0.078 AC

EXHIBIT D
HAIRY MAN ROAD/
BRUSHY CREEK
ROAD

HNTB The HNTB Companies
Infrastructure Solutions



LEGEND:

- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- CONTOURS FOR PROPOSED CHANNEL GRADING

EXHIBIT D
GREAT OAKS
BRIDGE AT
BRUSHY CREEK