

**INTERLOCAL AGREEMENT BY AND
BETWEEN LIBERTY HILL, TEXAS AND WILLIAMSON COUNTY, TEXAS**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

This Interlocal Agreement ("Agreement") is entered into between the City of Liberty Hill, Texas (the "City") and Williamson County, Texas (the "County"), both political subdivisions of the State of Texas. In this Agreement, the City and the County are sometimes individually referred to as "a Party" and collectively as "the Parties".

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

WHEREAS, the City has prioritized the construction of traffic signal projects within the City, as outlined herein; and

WHEREAS, the County is in the process of acquiring right-of-way for the Liberty Hill Bypass (the "Bypass"); and

WHEREAS, the City and the County desire to cooperate regarding the mutual responsibilities, obligations and duties as stated herein;

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements contained in this Agreement, the Parties agree as follows:

**I.
Purpose**

The general purpose of this Agreement is to provide for (1) the exchange of certain real properties owned by the Parties, and (2) the County reimbursement to the City for costs of up to \$272,950 to construct one traffic signal project at either the intersection of SH 29 and Stonewall Ranch or the intersection of SH 29 and Bailey Lane.

**II.
City Obligations**

2.01 In return for the considerations stated herein, the City shall take all legal actions necessary to convey fee simple title to the County of the approximately nine (9) acre tract described in Exhibit "A" on or before April 28, 2023 ("9-Acre Tract").

2.02 In conjunction with the construction of the Bypass, the County will construct a cul-de-sac terminating Stubblefield Lane to prevent access to the Bypass. The cul-de-sac will be approximately 0.29 acres at the location shown on Exhibit "B", attached hereto. After construction

completion of the cul-de-sac, the City shall annex and maintain the approximately 1,200' feet of Stubblefield Drive up to and including the cul-de-sac when the City annexes and/or owns 50% of frontage abutting this section of Stubblefield Lane.

III. County Obligations

3.01 The County will convey to the City fee simple title to an approximately 125' by 125' foot tract to be utilized by the City for the installation of a City wastewater lift station (the "Lift Station Tract"). The exact location of the Lift Station Tract will be within the property described in Exhibit "B", as determined by the Parties at a later date. The closing of the Lift Station Tract shall occur simultaneously with the closing of the 9- Acre Tract. The City will construct and maintain secure fencing around the perimeter of the Lift Station Tract after construction and will maintain the fence in perpetuity. The County will allow access to the Lift Station Tract from the Bypass after the Bypass is constructed.

3.02 The County will reimburse the City up to and no more than \$272,950 for costs associated with the installation of one traffic signal and related construction at either the intersection of SH 29 and Stonewall Ranch or the intersection of SH 29 and Bailey Lane. The reimbursement will be payable after the County receives and approves invoices after construction is completed. Payment shall be made pursuant to the Texas Prompt Payment Act.

3.03 The County shall commence construction of the Bypass within 12 months of the execution of this Agreement by both Parties and substantially complete construction within 24 months after construction is commenced, both subject to Force Majeure, as defined herein.

IV. Disputes

4.01 Material Breach: Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.

General Provisions

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the plans attached hereto as Exhibit "A".

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: City of Liberty Hill, Texas
926 Loop 332
Liberty Hill, Texas, 78642
Telephone: (512) 778-5449

COUNTY: Williamson County, Texas
710 S. Main St.
Georgetown, TX 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.12 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability

5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF LIBERTY HILL, TEXAS

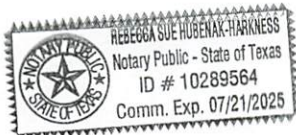
By: Liz Branigan
Liz Branigan, Mayor

ATTEST:

By: Claine Simpson
City Secretary
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 24th day of April, 2023, by Liz Branigan, as Mayor of the City of Liberty Hill, a Texas home-rule city, on behalf of said City.



Rebecca Harkness
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
William Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____ day of _____,
2023, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said
County.

Notary Public, State of Texas

Parcel 43 R
0.29 Acres

Parcel 43
8.91 Acres

Proposed ROW

