INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF TAYLOR FOR FUNDING FOR EAST WILLIAMSON COUNTY PARK

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

CITY OF TAYLOR

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as the "County") and the CITY OF TAYLOR, TEXAS, a home-rule municipality and political subdivision of the State of Texas (hereinafter referred to as the "City").

WHEREAS, the County and the City have identified high priority, citizen-desired park facilities through their Parks, Recreation, and Open Space Master Plans; and

WHEREAS, on July 31, 2005 the City applied to Texas Parks and Wildlife Department for park funding for East Williamson County Park Phase I and was awarded \$500,000 for park development on April 3, 2006; and

WHEREAS, on July 31, 2006 the City applied to the Texas Parks and Wildlife Department for park funding for East Williamson County Park Phase II and was awarded \$400,000 for park development on May 31, 2007; and

WHEREAS, the construction of the above referenced East Williamson County Park Phases I and II shall be collectively referred to herein as the "Project"; and

WHEREAS, in November 2008 the City advertised for bids for construction services for the Project and, thereafter, in January 2009, the City contracted for \$8 million for construction of the Project; and

WHEREAS, the County desires to fund a portion of the Project with money obtained through the issuance for park bonds entitled "Williamson County, Texas, Limited Tax bonds, Series 2007A" in order to facilitate the development of such Project within its boundaries, contingent upon Texas Parks and Wildlife Department approval and funding; and

WHEREAS, the City shall fund the remaining construction costs of the Project with amounts from local bond money; and

WHEREAS, for adequate mutual consideration which the parties hereby acknowledge as sufficient, the parties desire to set forth in writing the agreed terms and conditions for the use of funds related to the Project;

NOW, THEREFORE, the County and the City hereby agree as follows:

Project Funding. The County hereby agrees to fund a portion of the Project in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) in accordance with the terms and conditions of this Agreement. The City agrees to use such funding for payment of construction costs of the roads and parking lots associated with the Project.

The City acknowledges and agrees that the County's funding of the Project is in conjunction with and contingent upon the City having received approval of grant funds for the Project from Texas Parks and Wildlife Department. In the event that such grant funding is not provided for the Project, then and in that event the County's obligation to provide funding for the Project shall cease and this Agreement shall thereafter be of no further force or effect.

- 2. <u>City's Duties and Responsibilities</u>. The parties agree that the City shall:
 - (a) Utilize a statutorily-allowable delivery method for construction of the Project;
 - (b) In the development and construction of the Project, comply with all federal and state laws and regulations;
 - (c) Post a sign at the construction site during construction of the Project identifying the County as one of the funding sources;
 - (d) Provide the County with any and all documentation or information that the County may reasonably require or request pursuant to this Agreement or the Project;
 - (e) Provide the County with a quarterly report of the progress of the Project, including any documentation necessary to conduct a Project audit, i.e. construction contracts, supply invoices, time sheets, and the like;
 - (f) Inform the County in a timely manner of any substantial delays or alterations in the scope of work of the Project;
 - (g) Provide overall Project management and contract administration to supervise and control the day-to-day activities of the construction, and monitor the activities of the contractor to ensure the timely and efficient completion of the Project in accordance with the plans and specifications and construction schedule subject to unforeseen delays;

- (h) Upon completion or substantial completion of the Project, provide detailed reports to support Project costs;
- (i) Provide the County with photographic record(s) of the completed Project;
- (j) In the event the City determines, in its sole discretion, that fees and costs are of such an amount that completion of the Project is no longer monetarily feasible, the City shall have the right to terminate this Agreement and decline funding from the County; provided, however, if the County has already extended funding to the City as of the date on which the City terminates this Agreement, then and in that event the City shall immediately reimburse and return all such funding to the County;
- (k) In the event the City constructs an informational sign or dedication sign following completion of the Project, the City shall identify the County as one of the funding sources; and
- (1) Following the County's payment of the funds to the City, as provided herein, the City shall assume all operations and maintenance responsibilities of the East Williamson County Park and any costs associated with such responsibilities, which operations and maintenance shall be on the East Williamson County Park property previously conveyed by the County to the City and the property conveyed by easements shown in Exhibits "A" and "B" attached hereto and incorporated by reference herein; provided, however, the City shall not be obligated to provide maintenance or perform any obligations or responsibilities which the Taylor Rodeo Association must provide in relation to the East Williamson County Park nor any operation or maintenance responsibilities north of a property line described in Exhibit "C" attached hereto and incorporated by reference herein. The City's operations and maintenance responsibilities shall include, but not be limited to, mowing the entrance and irrigation pond, trash collection, maintenance of the irrigation system, irrigation pond, water wells and pump house, street lights, roadway and improvements existing of the date of this Agreement on the property previously conveyed to the City by the County as well as the property shown in Exhibits "A" and "B".
- (m) The City shall assume payment of utility costs for the improvements existing on the property shown in Exhibits "A" and "B" following County's payment of the funds subject of the Agreement.
- 3. Payment of Funds. Following completion of the construction of the roads and parking lots associated with the Project, the city shall provide County with payment receipts evidencing the City's payment of such items. Upon County's satisfaction that payment for the construction of the roads and parking lots associated with the Project has been made by City, County shall thereafter tender its funding to City.

4. Term And Termination.

- (a) Term. This Agreement shall be effective from and after the date of the last party to sign ("Effective Date") and shall automatically renew for successive one year periods.
- (b) Termination for Default. If either party defaults in the performance of any of the terms or conditions of this Agreement, the non-defaulting party shall deliver written notice of such default to the defaulting party. Such notice must specify the nature of the default and inform the defaulting party that unless the default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting party begins a good faith attempt to cure the default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the nondefaulting party, so long as the defaulting party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the default. If, in the opinion of the nondefaulting party, the defaulting party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the default, the defaulting party shall be deemed to be in default and the non-defaulting party may, in addition to seeking any other remedies available at law or in equity, terminate this Agreement.
- **General Provisions.** The following general provisions shall apply to this Agreement:
 - (a) <u>Interlocal Cooperation.</u> The County and the City agrees to cooperate with each other in good faith at all times to effectuate the purposes and intent of this Agreement.
 - (b) Payment from Current Revenues. Pursuant to Chapter 791, Texas Government Code, each party paying for governmental services hereunder does hereby provide for payment of same from current revenues or other funds of said party lawfully available for such purpose.
 - (c) County's Right to Audit. City agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of City which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. City agrees that County shall have access during normal working hours to all necessary City facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give City reasonable advance notice of intended audits.

- (d) <u>Amendments.</u> Any amendment hereof must be in writing and signed by the authorized representative(s) for each party.
- (e) <u>Interpretation and Authority.</u> The parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law including the authority conferred in V.T.C.A. Government Code, Chapter 791 ("Interlocal Cooperation Contracts"). Except as set forth herein, this Agreement shall not be construed so as to modify, supplement or otherwise alter the provisions of any other agreement between the County and the City.
- (f) Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas.
- (g) <u>Assignment.</u> Neither party may assign its rights and obligation under this Agreement.
- (h) Other Necessary Actions and Instruments. The parties agree that each will take such other and further actions and execute such other and further consents, authorizations, instruments or documents as are necessary or incidental to effectuate the purposes of this Agreement.
- (i) No Third Party Beneficiaries. Except as set forth herein, nothing herein shall be construed to confer upon any person or entity other than the parties hereto any rights, benefits or remedies under or by reason of this Agreement.
- (j) No Joint Venture, Partnership, or Agency. This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto.
- (k) <u>Venue.</u> Venue for any suit arising hereunder shall be in Williamson County, Texas.
- (I) <u>Duplicate Originals.</u> This Agreement may be executed in duplicate originals, each of equal dignity.
- (n) <u>Effective Date.</u> This Agreement shall be effective from and after the date of due approval hereof by the respective governing bodies of the County and the City, and due execution hereof by their respective authorized representative(s).
- (o) Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

IN WITNESS WHEREOF, the authorized representative(s) of the County and the City have executed this Interlocal Agreement on the dates set forth below.

WILLIAMSON COUNTY, TEXAS	
	FOR COUNTY, ATTEST:
Ву:	By: Vancy E. Rister
Dan A. Gattis, Williamson County Judge	Nancy E. Rister, County Clerk
Date Signed: 7-7-09	Date Signed: 7-13-09
CITY OF TAYLOR, TEXAS	
By: Bod Hostenstine - M.	ayor
Date Signed: 6-24-09	O
FOR CITY, ATTEST:	
By: Susan Brock, City Club	
Date Signed: 6-24-09	
FOR CITY, APPROVED AS TO FORM:	
By: Jeelew, Hol City Attorney	
Date Signed: 6 - 24 - 29	

EXHIBIT <u>"A"</u>

PUBLIC ACCESS, UTILITY AND DRAINAGE EASEMENT

Date: June 23, 2009

Grantor: Williamson County Park Foundation, Inc., a Texas non-

profit corporation

Grantor's Mailing Address (include County):

710 Main, Suite 210, Georgetown, Williamson County, Texas 78626

Grantee: THE CITY OF TAYLOR, TEXAS, a Home Rule Municipal

Political Subdivision of the State of Texas

Grantee's Mailing Address (include County):

400 Porter Street
Taylor, Williamson County, Texas 76574

Consideration: TEN DOLLARS (\$10.00), AND OTHER GOOD AND VALUABLE CONSIDERATION

Easement Description ("Easement")

BEING a 5.146 acre tract of land situated in the William J. Baker Survey, Abstract No. 65, located in Williamson County, Texas, and being more fully described by metes and bounds on Exhibit "A", attached hereto and made a part hereof for all purposes.

Grantor, for the Consideration, grants, sells, and conveys to Grantee a perpetual exclusive public access, utility and drainage easement for the purpose of constructing, maintaining, repairing, abandoning in place, servicing, operating, controlling, and reconstructing existing and future public facilities, utilities and drainage facilities over, upon, through and across the Easement described above, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Easement to Grantee and Grantee's successors, and assigns forever.

Grantor and Grantor's heirs executors, administrators, successors and assigns warrant and forever defend all and

singular the Easement to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Prior to construction of any public facility or utility, Grantee shall have the right to go over and across land owned by Grantor which is adjacent to the Easement for purposes of surveys and other necessary construction provided that the public access, utility and drainage easement all public facilities located therein and such pertaining to them shall be undertaken by Grantee on only the After the initial construction of any public facilities. Grantee, from time to time and as often necessary, shall have the right of ingress and egress over, along and across the Easement for purposes of maintaining, altering, inspecting or operating within the Easement the public facilities and all other associated equipment and appurtenances thereto.

Grantor shall not use the property on which the Easement is granted in a manner that interferes with the rights granted herein to Grantee.

This Public Access, and Drainage Utility Easement is binding upon Grantor and Grantee, their respective heirs, executors, administrators, successors and assigns and all rights, and privileges granted herein shall run with the land.

When the context requires, singular nouns and pronouns include the plural.

WILLIAMSON COUNTY PARK FOUNDATION, INC. a Texas non-profit corporation

BY: Charles Crossfield

ITS: President

GRANTOR

STATE OF TEXAS	§ §
COUNTY OF WILLIAMSON	\$ \$
of, 2009, by Charles	owledged before me on the day Crossfield, President of Williamson a Texas non-profit corporation, on
	Notary Public, State of Texas
AGREED AND ACCEPTED:	
CITY OF TAYLOR, TEXAS	
By: JIM DUNAWAY City Manager ATTEST:	
SUSAN BROCK City Clerk	
STATE OF TEXAS COUNTY OF WILLIAMSON	\$ \$ \$
of June, 2009, by JIM DUNAWAY	nowledged before me on the day Y, City Manager for and on behalf of a Home Rule Municipal Political

Notary Public, State of Texas

Subdivision of the State of Texas.



STATE OF TEXAS COUNTY OF WILLIAMSON

JUNE 23, 2009

5.146 ACRES

These notes describe that certain tract of land situated in the WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65, located in Williamson County, Texas; subject tract part of and out of a called "135.00 Acres", conveyed in a Deed from Roy Schroeder, et ux, to Williamson County Park Foundation, Inc., dated 5-25-01 and recorded in Document No. 2001039326, of the Official Public Records of Williamson County, Texas, (OPRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 23, 2009, subject tract being more fully described as follows:

BEGINNING at a ½" iron rod found (capped) in the North right-of-way of FM 397 for the Southeast corner of a called "50.00 Acres" as conveyed in a warranty deed from John H. Miles, Jr. to Taylor Independent School District dated 9-14-1989 as recorded in volume 1821, page 469 Official Records Williamson County (ORWC) same being the Southwest corner of the above mentioned "135.00 Acres" for the Southwest corner of subject;

THENCE North 19°20'00" West, for a distance of 684.25 feet with the common line of said "50.00 Acres" and "135.00 Acres" to a set '/2" iron rod (capped) for the Northwest corner of subject; from which for reference a 3" iron pipe the Northwest corner of said "135.00 Acres" bears North 19°20'00" West, 1207.52 feet;

THENCE North 72°42'57" East, for a distance of 339.24 feet to a set ½" iron rod for the Northeast corner of subject; same being the lower Northwest corner of a "1.387 Acres" surveyed this date;

THENCE South 17°27'22" East, for a distance of 25.10 feet to a found ½" iron rod for the Northwest corner of a called "1.135 Acres" as surveyed by this firm on April 28, 2004, for a point in the East line of subject;

THENCE South 17°27'22" East, with the common line of said "1.135 Acres" and subject for a distance of 657.70 feet to a found ½" iron rod in the North right-of-way line of FM 397 for the Southwest corner of said "1.135 Acres" same being the Southeast corner of subject; from which for reference a found ½" iron rod (capped) for the Southeast corner of said "1.135 Acres" same being the Southwest corner of a called "Residual First Tract-50 Acres" as conveyed in a deed from Jessie Tennill to Roy Schroeder, et ux dated 11-28-1961 as recorded in volume 448, page 127 Williamson County Deed Records (WCDR) bears North 72°31'26" East, 58.18 feet;

THENCE South 72°31'57" West, with the North right-of-way of FM 397 for a distance of 316.82 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated an area of 5.1465 Acres.

Surveyor's Note: Attention is invited to accompanying plat for location of improvements, visible utilities, encroachments and roadways. Bearings and Coordinates shown hereon based on Texas State Plane Coordinate System Central Zone NAD 83/93 Adjustment (Grid Values); Elevations based on NGVD88 datum.

Bruce Lane Bryan Registered Professional Land Surveyor No. 4249

INGRESS AND EGRESS ACCESS EASEMENT

THE STATE OF TEXAS

S

§ KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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THAT WILLIAMSON COUNTY PARK FOUNDATION, INC., a Texas nonprofit corporation, hereinafter referred to as Grantor (whether one or more) ("Grantor"), for and in consideration of the payment of TEN and No/100 dollars (\$10.00) and other good and valuable consideration paid by the CITY OF TAYLOR FOUNDATION, ("Grantee"), 400 Porter Street, Taylor, Williamson Texas 76574, the receipt of which is acknowledged, does hereby GRANT, SELL, and CONVEY unto Grantee, the perpetual right of ingress and egress over and across the following described property of Grantor, to-wit:

See Exhibit "A" attached hereto and made apart hereof for all intents and purposes hereunto and in any wise pertaining, describing 1.387 acres of land, more or less, for an access easement (the "Easement"), said 1.387 acre tract being situated in the William J. Baker Survey, Abstract No. 65 in Williamson County, Texas, subject tract part of and out of a called "135.00 Acres", conveyed in a Deed from Roy Schroeder, et ux, to Williamson County Park Foundation, Inc., dated 5-25-01 and recorded in Document No. 2001039326, of the Official Public Records of Williamson County, Texas; and being more particularly described by metes and bounds as attached; and

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the Easement, rights and privileges herein granted shall be perpetual, provided however, that said Easement, rights, and privileges shall cease and revert to Grantor in the event the right of ingress and egress is abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The Easement, rights, and privileges granted herein are not exclusive, and Grantor may convey other easements or conflicting

rights within the area covered by this grant, without the consent of Grantee. Grantor, however, shall take reasonable safeguards to protect the integrity of Grantee's rights of ingress and egress.

The Easement may be used in common by Grantor, its guests, agents, servants, employees, invitees, successors, and assigns.

Grantor further grants to Grantee:

- (a) the right of ingress to and egress contemplated herein shall be by means of a 50 foot wide paved roadway;
- (b) the foregoing right of ingress and egress includes the right of Grantee to disassemble, remove, take down, and clear away any fence, barricade, or other structure which obstructs, prevents, or hinders Grantee's ingress and egress across the easement;
- (c) the right of grading for, construction, maintaining and using said access easement and related facilities on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress;
- (d) Grantor or its assigns shall be responsible for maintaining said easement.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the Easement, without the express written consent of Grantor;
- (b) Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

TO HAVE AND TO HOLD the rights and interest described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interest unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

Dated this the 23rd day of June, 2009.

	WILLIAMSON COUNTY PARK FOUNDATION a Texas non-profit corporation	
	Ву:	
	Charles Crossfield, President	
	ACKNO	OWLEDGEMENT
STATE OF TEXAS		§
COUNTY OF WILLIAMSON		§ §
day of, 2009,	by FOUN	cnowledged before me on the Charles Crossfield, President of NDATION, INC., a Texas non-profit d corporation.
		Notary Public, State of Texas

STATE OF TEXAS COUNTY OF WILLIAMSON

JUNE 23, 2009

1.387 ACRES

These notes describe that certain tract of land situated in the WILLIAM J. BAKER SURVEY, ABSTRACT NO. 65, located in Williamson County, Texas; subject tract part of and out of a called "135.00 Acres", conveyed in a Deed from Roy Schroeder, et ux, to Williamson County Park Foundation, Inc., dated 5-25-01 and recorded in Document No. 2001039326, of the Official Public Records of Williamson County, Texas, (OPRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 23, 2009, subject tract being more fully described as follows:

COMMENCING at found ½" iron rod in the North right-of-way of FM 397 for the Southwest corner of a called "1.135 Acres" as surveyed by this firm on April 28, 2004, same being the Southwest corner of a called "5.610 Acre" Public Access, Utility and Drainage Easement dated May 13, 2008 as recorded in Document No. 2008037043 OPRWC; THENCE North 17°27'22" West, for a distance of 657.70 feet to a found ½" iron rod for the lower Northwest corner of said "5.610 Acres" same being the Northwest corner of said "1.135 Acres" for the Southwest corner of subject and POINT OF BEGINNING;

THENCE North 17°27'22" West, for a distance of 25.10 feet to a set ½" iron rod (capped) for the lower Northwest corner of subject; from which for reference a set ½" iron rod (capped) for the Northwest corner of a "5.146 Acres" as surveyed on this date, bears South 72°42'57" West, 339.24 feet;

THENCE North 72°42'57" East, for a distance of 448.73 feet to a set ½" iron rod (capped) for an interior corner of subject;

THENCE North 17°33'59" West, for a distance of 1178.25 feet to a set ½" iron rod (capped) in the South line of a called "Taylor Rodeo Association 26.133 Acre" tract surveyed by this firm on 2-19-2004, for the upper Northwest corner of subject; from which for reference a found ½" iron rod for an exterior corner of said "26.133 Acres" bears South 70°43'30" West, 518.17 feet;

THENCE North 70°43'30" East, with the common line of said "26.133 Acres" and subject for a distance of 40.84 feet to a found ½" iron rod (capped) for the Northeast corner of subject; same being the upper Northwest corner of the above mentioned "5.610 Acres"; from which for reference a found ½" iron rod (capped) in the West line of a called "74.863 Acres" as conveyed in a deed from Roy Schroeder, et ux to Williamson County Park Foundation Inc, dated 5-25-2001 as recorded in Document No. 2001039326 Williamson County Deed Records (WCDR) for the Southeast corner of said "26.133 Acres" bears North 70°43'30" East, 91.69 feet;

THENCE South 17°33'59" East, with the common line of the above mentioned "5.610 Acres" and subject for a distance of 1204.77 feet to a found ½" iron rod (capped) for the an interior corner said "5.610 Acres" same being the Southeast corner of subject;

THENCE South 72°42'57" West, continuing with the common line of said "5.610 Acres" and subject for a distance of 489.60 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated an area of 1.387 Acres.

Surveyor's Note: Attention is invited to accompanying plat for location of improvements, visible utilities, encroachments and roadways. Bearings and Coordinates shown hereon based on Texas State Plane Coordinate System Central Zone NAD 83/93 Adjustment (Grid Values); Elevations based on NGVD88 datum.

Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249

EXHIBIT "C"

S 70 degrees 43' 30" W, 561.75 feet

