

**INTERLOCAL AGREEMENT BETWEEN**  
**WILLIAMSON COUNTY AND CITY OF GEORGETOWN**

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON       §

This Interlocal Agreement (the "Agreement") is entered into as of this 9 day of February, 2016, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Georgetown, a Texas home-rule municipality (the "City") (collectively, the "Parties").

**RECITALS**

Whereas, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments 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 City desires to acquire a 1.314 acre tract of excess right-of-way owned by the County for the location of a City water storage tank (the "Tank Site"), and

Whereas, the County desires to convey the Tank Site to the City for the considerations as stated herein,

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

**I.**

**City Obligations**

1. The City desires to acquire from the County, for the considerations stated herein, the Tank Site which is described in Exhibit "A", attached hereto and incorporated herein. The City has obtained an appraisal for the Tank Site, where it was valued in said appraisal at \$129,000.
2. In lieu of the cash payment, the City will credit the County for all permitting, impact and other fees due to the City from the County related to the construction of any new buildings within the City of Georgetown city limits and its extraterritorial jurisdiction constructed by the County, up to an amount totaling \$129,000.
3. As additional consideration, the City agrees to annex and assume operations and maintenance of CR111/Westinghouse Road from the IH-35 Northbound Frontage Road to FM

1460, after the County has completed certain road repairs as listed below in Exhibit "B" attached hereto.

4. The City will convey to the County two tracts of land comprising of 0.041 acres and 0.216 acres (attached hereto as Exhibits "C-1" and "C-2", respectively) needed for the expansion of CR 111.

## **II. County Obligations**

1. The County agrees to convey the Tank Site to the City by Special Warranty Deed within five (5) days of the execution of this Agreement.

2. The County agrees to cause certain repairs to be made to Westinghouse Road within twelve (12) months of the execution of this Agreement. The road repairs are listed in Exhibit "B", attached hereto.

## **III. Miscellaneous Provisions**

1. Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
2. Governing Law. This Agreement will be governed by the Constitution and laws of the State of Texas.
3. Successors and Assigns. The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
4. Headings. The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
5. Partial Invalidity. If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.
6. Waiver. Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

7. Amendments. This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
8. Cooperation. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
9. Venue. All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.
10. Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
11. Representations. Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. Exhibits. All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. Entire Agreement. This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. Term. This Agreement shall automatically terminate if the planning and design for the Tank Site has not been completed by the City within two (2) years after this Agreement is executed by both parties.
15. No Joint Venture. This Agreement shall not constitute a joint venture between the parties.

**IN WITNESS WHEREOF,** the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

*(signatures on following page)*

**WILLIAMSON COUNTY**

By:   
Honorable Dan A. Gattis, County Judge

Date: 02-24-2016

Attest:


  
Nancy Rister, County Clerk

**CITY OF GEORGETOWN, TEXAS**

By: 

Date: 2/9/2016

Attest:

  
City Secretary



## FIELD NOTES

1.314 ACRES  
CITY OF GEORGETOWN

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### EXHIBIT A

#### PROPERTY DESCRIPTION

DESCRIPTION OF A 1.314 ACRE (57,257 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOSEPH FISH SURVEY, ABSTRACT NO. 232, IN WILLIAMSON COUNTY, TEXAS, BEING A 1.168 ACRE PORTION OF THE 120 FOOT WIDE D. B. WOOD RIGHT-OF-WAY (ROW) AS REFERED TO IN CONTRACT FOR THE SALE OF LAND TO WILLIAMSON COUNTY (RIGHT OF WAY EASEMENT) BY INSTRUMENT RECORDED IN VOLUME 894, PAGE 600 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A 0.158 ACRE PORTION OF THAT CALLED 1.82 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY BY INSTRUMENT RECORDED IN DOCUMENT NO. 2001052829 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.314 ACRE (57,257 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" Iron rod with aluminum cap stamped "C.O.G." set in the existing southerly ROW of said D. B. Wood Road, same being in the northerly boundary line of that called 2055.12 acre Tract 1 conveyed to Jim Forrest Avant, Jeff Wood Avant and Jamie Avant Dyhle by instrument recorded in Volume 2334, Page 548 of the Official Records of Williamson County, Texas for the westerly corner and **POINT OF BEGINNING** of the herein described tract, and from which 1/2" iron rod found in the existing northerly ROW of said D. B. Wood Road, same being the southeasterly corner of that called 33.68 acre Tract II conveyed to said Jim Forrest Avant, Jeff Wood Avant and Jamie Avant Dyhle by instrument recorded in said Volume 2334, Page 548 of the Official Records of Williamson County, Texas, also being the southwesterly corner of said 1.82 acre Williamson County tract, bears N 20°03'41" E at a distance of 121.83 feet;

- 1) **THENCE**, departing said existing southerly ROW line, crossing through said D. B. Wood Road ROW, along a curve to the left, having a delta angle of 45°57'33", a radius of 393.66 feet, an arc length of 315.77 feet, and a chord which bears N 77°07'19" E for a distance of 307.37 feet to a calculated point in said existing northerly ROW line of D. B. Wood Road, same being the southerly boundary line of said 1.82 acre tract, and from which the above mentioned 1/2" iron rod found in the existing northerly ROW line bears, along said existing northerly ROW line, same being said southerly boundary line of 1.82 acre tract, N 79°53'55" W at a distance of 262.00 feet;

**THENCE**, departing said existing northerly ROW line, through said 1.82 acre tract, the following three (3) courses:

- 2) continuing along said curve to the left, having a delta angle of 07°54'23", a radius of 393.66 feet, an arc length of 54.32 feet, and a chord which bears N 50°11'21" E for a distance of 54.28 feet to a 1/2" iron rod with aluminum cap stamped "C.O.G." set;
- 3) N 46°14'09" E for a distance of 42.83 feet to a 1/2" iron rod with aluminum cap stamped "C.O.G." set for the northerly corner of the herein described tract;
- 4) S 48°21'50" E for a distance of 145.54 feet to a calculated point in said existing northerly ROW line of D. B. Wood Road, same being the southerly boundary line of said 1.82 acre tract;

**THENCE**, departing said common line, crossing through said D. B. Wood Road ROW, the following three (3) courses:

1.314 ACRES  
CITY OF GEORGETOWN

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- 5) S 48°21'50" E for a distance of 51.34 feet to a 1/2" iron rod with aluminum cap stamped "C.O.G." set for an angle point;
- 6) S 58°54'57" E for a distance of 268.94 feet to a 1/2" iron rod with aluminum cap stamped "C.O.G." set for an angle point, and from which, a 1/2" iron rod with plastic cap stamped "PBS&J" found for an angle point in the northeasterly boundary line of said 1.82 acre tract, same being the southwesterly boundary line of the remainder of that called Lot 1, Home Place, a subdivision of record in Cabinet K, Slide 117 of the Plat records of Williamson County, Texas, bears N 28°37'47" E at a distance of 120.11 feet;
- 7) S 63°49'30" E for a distance of 174.32 feet to a 1/2" iron rod with aluminum cap stamped "C.O.G." set in said existing southerly ROW of D. B. Wood Road, same being in the northerly boundary line of said 2055.12 acre tract for the easterly corner of the herein described tract;

THENCE, with said common line, the following two (2) courses:

- 8) along a curve to the left, having a delta angle of 15°44'42", a radius of 1372.68 feet, an arc length of 377.22 feet, and a chord which bears N 72°02'23" W for a distance of 376.03 feet to a 1/2" iron rod with aluminum cap stamped "C.O.G." set for a point of tangency;
- 9) N 78°53'55" W for a distance of 557.10 feet to the POINT OF BEGINNING, containing 1.314 acres (57,257 square feet) of land, more or less.

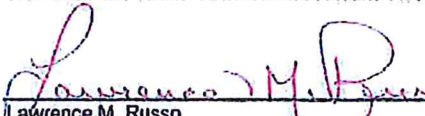
This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

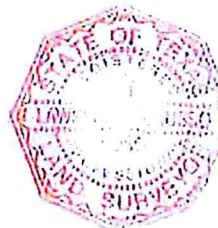
THE STATE OF TEXAS       §  
                                     §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS       §

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

  
\_\_\_\_\_  
Lawrence M. Russo  
Registered Professional Land Surveyor No. 5050  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

11/13/2014  
\_\_\_\_\_  
Date

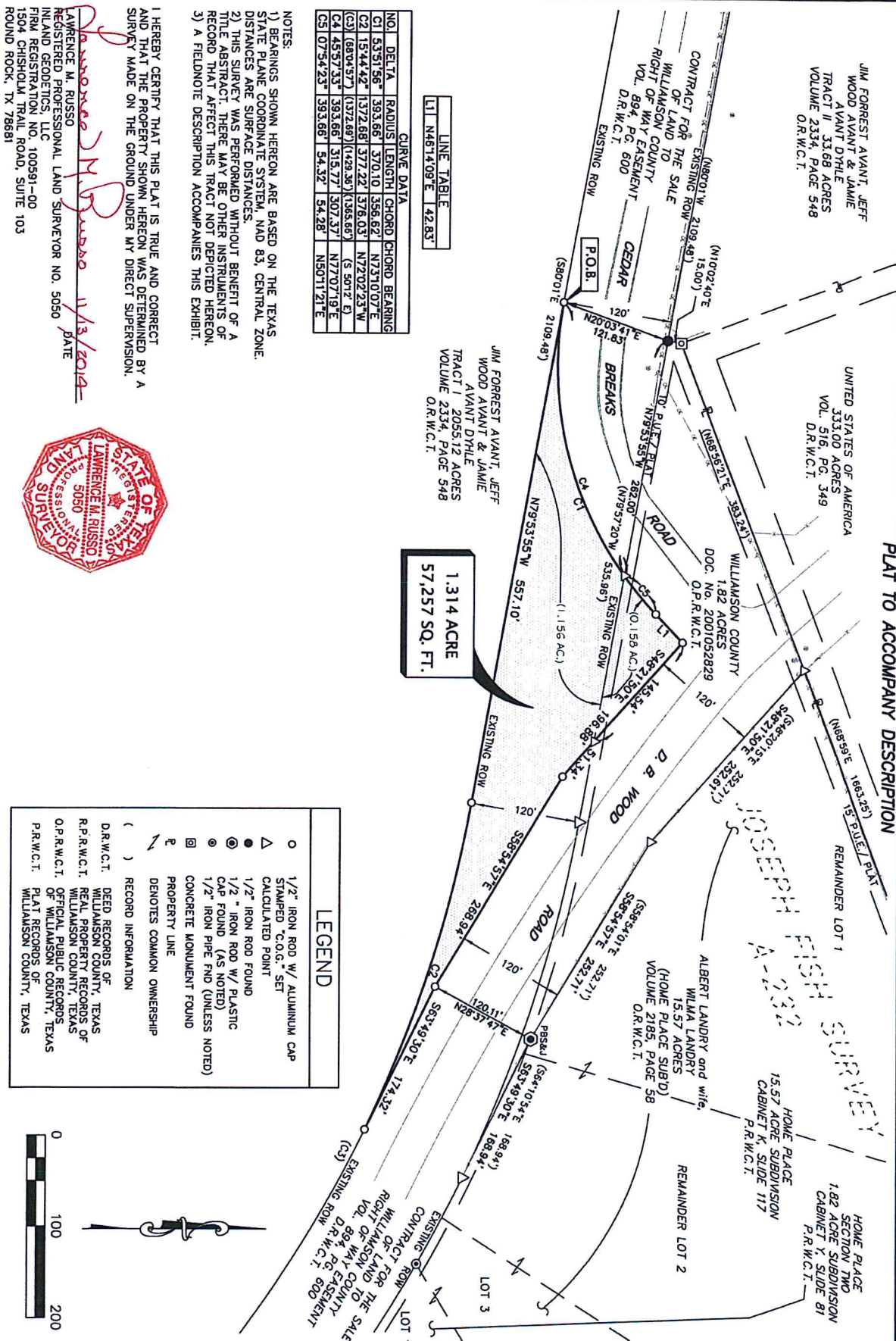


S:\\_CDM-SMITH PROJECTS\IDBWOODS-CEDAR BREAKS TOPO BNDY



# EXHIBIT A

## PLAT TO ACCOMPANY DESCRIPTION

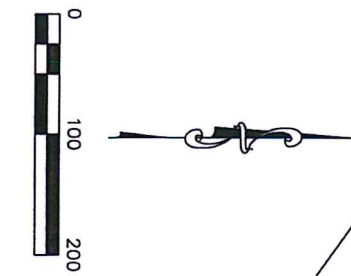


1. I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo  
11/13/2014  
DATE



LEGEND	
○	1/2" IRON ROD W/ ALUMINUM CAP
△	STAMPED "C.O.G." SET
●	1/2" IRON ROD FOUND
○	1/2" IRON ROD W/ PLASTIC CAP FOUND (AS NOTED)
⊗	1/2" IRON PIPE FOUND (UNLESS NOTED)
⊕	CONCRETE MONUMENT FOUND
—	PROPERTY LINE
—	DEMOIES COMMON OWNERSHIP
( )	RECORD INFORMATION
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
R.P.R.W.C.T.	REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS



**BOUNDARY SURVEY**  
OF A 1.314 ACRE TRACT  
D.B.WOODS ROAD @ CEDAR BREAKS ROAD  
WILLIAMSON COUNTY, TEXAS

## **Exhibit B**

### **Requested Maintenance of Westinghouse Road from East of IH 35 to FM 1460**

The following list of maintenance items is a result of a project inspection on October 28, 2015 by:

City of Georgetown: Ed Polasek and Jim Briggs

Williamson County: Joe England and Robert Daigh

#### **Maintenance List**

1. Larger Bike lane signs
2. Seal curb line / pavement edge joint for length of project
3. Sweep gutters for length of project
4. Clean silt fence from inlet openings
5. West bound / 100 feet east of Park Central / add rock rip rap at each end of North headwall
6. West bound/west of Park Central / clean area inlet and add rack rip rap to fix washes
7. West bound / north side of road / east of Park Central/ rework concrete rip rap joint to remove displaced joint. Make transitions smoother.
8. West bound / north side/ reset displaced metal manhole cover
9. East bound / Replace rip rap and curb on south side at Novak property or remove rip rap and support slope with added fill
10. East bound / west of water quality ponds / fill around headwalls
11. East bound / clean water quality pond
12. East bound / east of water quality pond / relocate driveway "bullet" nose curb out of bike lane
13. East bound / east of water quality pond/ provide "French Drain" if seep is not waterline related. ( item deleted due to seep being waterline related)
14. East bound / by Park Central Blvd sign/ patch inlet vertical supports at curb face by park central Blvd sign
15. East bound / from Thermotec Glass to inlet west of Thermotec / saw cut , remove and replace pavement within bike lane



PLAT TO ACCOMPANY PARCEL DESCRIPTION

41.94 AC  
THE CARL W. GATTIS &  
DOROTHY F. GATTIS  
REVOCABLE LIVING TRUST  
9836358

59.91 AC  
THE CARL W. GATTIS &  
DOROTHY F. GATTIS  
REVOCABLE LIVING TRUST  
9836358

CITY OF GEORGETOWN  
1970/497

89.64 AC  
LOUIS MILTON COCKRUM & WIFE  
JOSHEPHINE MARIE COCKRUM  
376/334

(N 71°09' E 1034.87')  
N 68°24'45" E 809.72'

PROPOSED ROW

1,779 SF  
0.041 AC

J ROBERTSON  
ABSTRACT No. 545

(S 71° W 777.3' VS)  
N 69°07'00" 474.80'

CR 111 / WESTINGHOUSE RD.

5.468 AC  
WILLIAMSON COUNTY, TEXAS  
2014004559

2.00 AC  
DONNA H GAWARECKI AS TRUSTEE FOR  
BRIAN MICHAEL GAWARECKI &  
ADAM WAYNE GAWARECKI  
933/846

144.41 AC  
JOHN S AVERY EXEMPT TRUST  
2006112407

60 ACRES  
DONNA GAWARECKI FAMILY LAND TRUST  
9707225 & 9816901

CITY OF GEORGETOWN  
1970/497

J MOTT  
ABSTRACT No. 497

EXHIBIT

C-1

PAGE 1 OF 2

STEGER BIZZELL

1978 S. AUSTIN AVENUE  
812-920-5412  
GEORGETOWN, TX 78624  
STEGERBIZZELL.COM

SCALE:  
1"=100'

PARCEL:  
8

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON



PLAT TO ACCOMPANY PARCEL DESCRIPTION

89.64 AC  
LOUIS MILTON COCKRUM & WIFE  
JOSHEPHINE MARIE COCKRUM  
376/334

J ROBERTSON  
ABSTRACT No. 545

CR111 / WESTINGHOUSE RD.

5.468 AC  
WILLIAMSON COUNTY, TEXAS  
2014004559

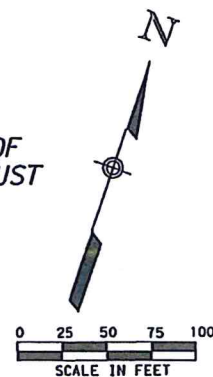
J MOTT  
ABSTRACT No. 427

9,396 SF  
0.216 AC

PROPOSED ROW

2.00 AC  
DONNA H. GAWARECKI AS TRUSTEE FOR  
BRIAN MICHAEL GAWARECKI &  
ADAM WAYNE GAWARECKI  
933/846

144.41 AC  
JOHN S. AVERY, SR. TRUSTEE OF  
THE JOHN S. AVERY EXEMPT TRUST  
2006112407



EXHIBIT

PAGE 1 OF 2

STEGER BIZZELL

1978 S. AUSTIN AVENUE  
312.930.9412  
GEORGETOWN, TX 76626  
STEGERBIZZELL.COM

PA

C-2

PROPERTY OF:  
DOWN

SCALE:  
1"=100'

PARCEL:  
9

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON



59.91 AC  
THE CARL W. GATTIS &  
DOROTHY F. GATTIS  
REVOCABLE LIVING TRUST  
9834538

CITY OF GEORGETOWN  
1970/497

N 69°11'00" E 228.14'

S 69°11'00" W 170.67'

N 25°45'24" W 1519.34'

60 ACRES  
DONNA GAWARECKI (51%)  
FAMILY LAND TRUST (51%)  
9707225 & 9816901

PROPOSED  
DRAINAGE  
EASEMENT