

EXHIBIT

"A"

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ROUND ROCK, TEXAS AND THE CITY OF GEORGETOWN, TEXAS REGARDING THE DIS-ANNEXATION OF CERTAIN REAL PROPERTY AND RELEASE OF CERTAIN REAL PROPERTY FROM GEORGETOWN'S EXTRATERRITORIAL JURISDICTION

THIS INTERLOCAL AGREEMENT is made and entered into effective this 10th day of December, 2013, by and between the City of Round Rock, Texas ("Round Rock") and the City of Georgetown, Texas ("Georgetown"), political subdivisions of the State of Texas.

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 Parties acknowledge the request by the owner(s) of certain property ("Requestors") presently situated in both jurisdictions to consolidate jurisdictional review and utility services for development;

WHEREAS, the Parties recognize the mutual benefit to Georgetown and Round Rock to facilitate development of the Westinghouse Road corridor including the real property subject to this Agreement;

WHEREAS, the Parties anticipate continuing cooperation to provide for utility service to a portion of the area along the Westinghouse Road corridor and for design, acquisition of right-of-way and construction of a roadway connecting Rabbit Hill Road in Georgetown to Oakmont Drive in Round Rock;

WHEREAS, the Requestors have dedicated right-of-way for Westinghouse Road expansion by deed to Williamson County, furthering the regional goals of adequate transportation capacity and circulation along the Westinghouse Road corridor;

WHEREAS, Georgetown has approved on first reading a request to disannex certain property from Georgetown' city limits and Georgetown agrees to release certain real property from Georgetown's extra-territorial jurisdiction ("ETJ"); and

WHEREAS, in return for the above actions by Georgetown, Round Rock agrees to preserve a transportation corridor generally consisting of the area at times referred to as the former MKT right-of-way or Mogan corridor (the "Transportation Corridor"), as further depicted in *Exhibit "C"*;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Georgetown and Round Rock agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that Round Rock and Georgetown have authorized and approved this Agreement by resolution adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.
2. **Disannexation.** Within thirty (30) days of the effective date of this Agreement, Georgetown shall disannex certain real property from Georgetown's city limits as shown on *Exhibit "A,"* attached hereto and incorporated herein.
3. **Release of ETJ.** Within thirty (30) days of the effective date of this Agreement, Georgetown shall release certain real property from Georgetown's ETJ as shown on *Exhibit "B,"* attached hereto and incorporated herein. Round Rock agrees to accept that certain real property shown on Exhibit "B" into its ETJ or municipal boundaries, either now or at some time in the future. Georgetown and Round Rock further agree that ETJ boundary is intended to be the southern edge of the ROW of Westinghouse Road. If the southern boundary line of the Westinghouse ROW is relocated for any reason, then the ETJ or municipal boundary line, as the case may be, between Round Rock and Georgetown will be relocated to the southern boundary of the Westinghouse ROW. In the event that it may become necessary to account for amendments to this boundary line, the Parties pledge full cooperation to avoid any jurisdictional conflicts or stranded property.
4. **Transportation Corridor.** Round Rock shall preserve the Transportation Corridor, as depicted in *Exhibit "C,"* attached hereto and incorporated herein. Round Rock agrees to preserve the Transportation Corridor during its review of development submissions, including plats and development agreements. The Transportation Corridor lot on all plats shall be at least sixty-five (65) feet wide and

labelled as a "Future Transportation Corridor" accompanied by a plat note as follows: "The Transportation Corridor Lot is preserved for future ROW for transportation purposes, excluding freight rail. In the interim, the lot may be used for access, landscaping, drainage or utilities; however, if necessary, any utilities, landscaping or other improvements will be relocated at the owner's expense upon notice of intent from Georgetown to utilize the corridor for transportation purposes." Georgetown and Round Rock will cooperate in an effort to ensure that if at all possible, any utilities installed in the Transportation Corridor will not require relocation when the corridor is used for transportation purposes. Additionally, Georgetown and Round Rock will cooperate with the standard easement acquisition process if public or private utility and/or drainage easements are necessary to cross jurisdictional boundaries.

5. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the Round Rock and Georgetown regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

6. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

7. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither Party 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.

8. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the Parties, and authorized by their respective governing bodies.

9. **Severability.** 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 construed 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.

10. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

11. **Execution in Counterparts.** 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.

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

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Attest:

Sara White, City Clerk

CITY OF GEORGETOWN, TEXAS

By: _____
George Garver, Mayor

Attest:

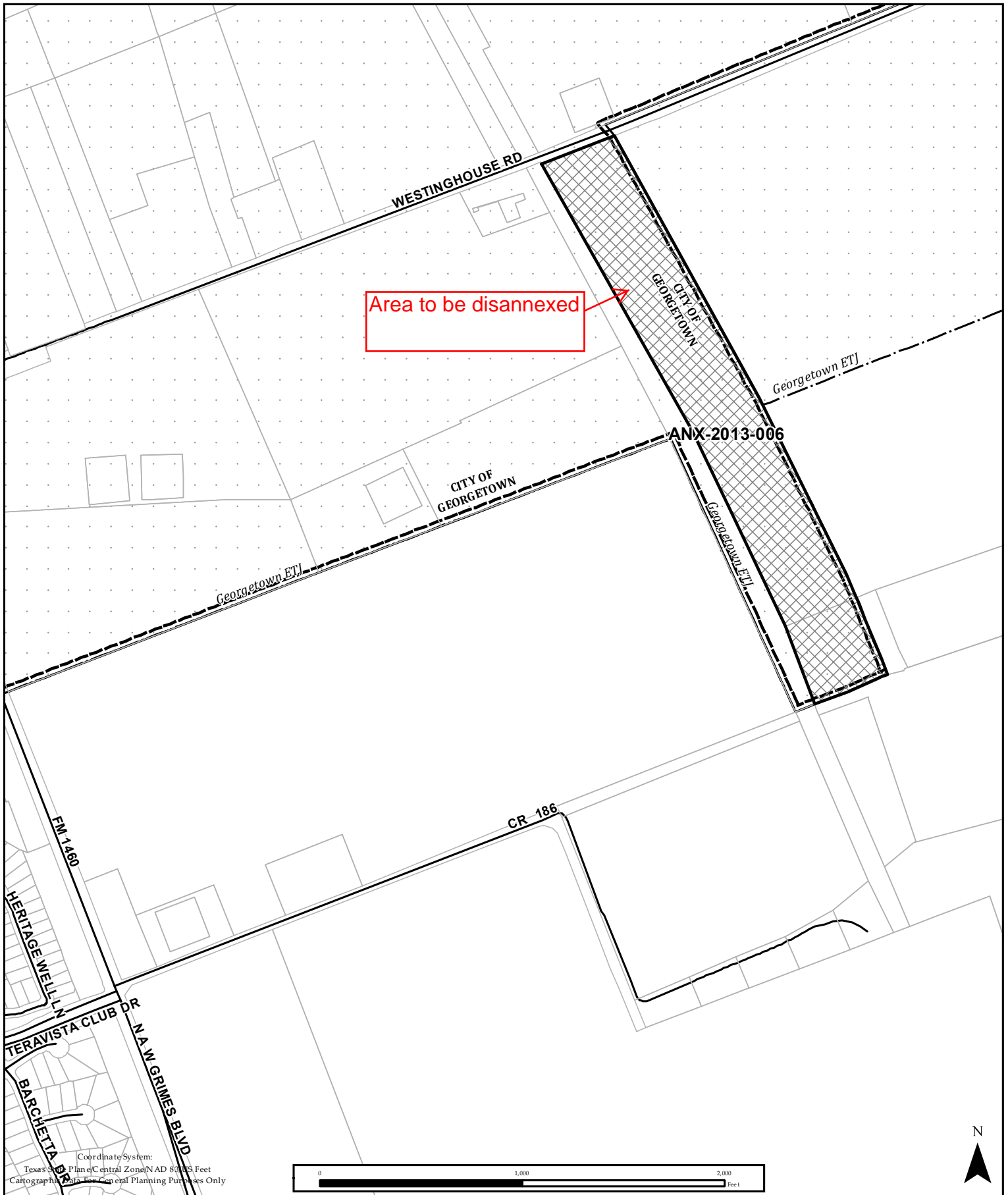


EXHIBIT 'B'

DESCRIPTION OF AN AMENDMENT TO THE EXTRA-TERRITORIAL JURISDICTION BOUNDARY LINE AGREED UPON BY THE CITY OF GEORGETOWN, TEXAS AND THE CITY OF ROUND ROCK, TEXAS

BEING AN APPROXIMATELY 5,638.6 FOOT AMENDMENT TO THE EXISTING EXTRA-TERRITORIAL JURISDICTION AGREEMENT LINE THAT WAS ESTABLISHED IN 2005 BY THE CITY OF GEORGETOWN AND THE CITY OF ROUND ROCK

*ALL COORDINATES, DISTANCES, AND DIRECTIONS ARE APPROXIMATE

BEGINNING AT A POINT AT THE SOUTHWEST CORNER OF A 3.544 ACRE PROPERTY OWNED BY THE CITY OF GEORGETOWN, DESCRIBED AS AW0427 – MOTT, J. SURVEY, ACRES 3.544 (ABANDONED RAILROAD ROW). THEN CONTINUING IN A GENERALLY NORTH-NORTHEAST DIRECTION ALONG THE FOLLOWING 5 COURSES:

1. APPROXIMATELY N 68°57'13 E, ~100.00 FEET ACROSS THE ABANDONED RAILROAD ROW
2. N 28°05'24 W, ~1519.76 FEET, TO A POINT ON THE CURRENT SOUTHERLY ROW LINE OF WESTINGHOUSE RD.
3. FOLLOWING THE CURRENT SOUTHERLY ROW OF WESTINGHOUSE RD, N 69°06'30" E, ~615.69 FEET
4. CONTINUING ON THE CURRENT SOUTHERLY ROW OF WESTINGHOUSE RD, N 67°35'15" E, ~ 1,841.71 FEET, TO THE NORTHWEST CORNER OF A PROPERTY OWNED BY TRIPLE PLAY SPORTSPLEX LP, DESCRIBED AS AW0427 – MOTT, J. SURVEY, ACRES 22.935 ACRES
5. LEAVING THE SOUTHERLY ROW LINE OF WESTINGHOUSE RD, S 15°21'52 E, ~1561.44 FEET TO THE SOUTHWEST CORNER OF THE 22.935 ACRE TRIPLE PLAY SPORTS LP TRACT TO A POINT ON THE EXISTING ROUND ROCK/GEORGETOWN ETJ AGREEMENT LINE.

BOUNDARY LINE AMENDMENT DESCRIPTION DEVELOPED BY THE CITY OF GEORGETOWN GIS DEPARTMENT USING FIELD NOTES FROM BORDERING PROPERTIES AN PREVIOUS ANNEXATION ORDINANCES. **INFORMATION IS ONLY FOR USE IN THIS AGREEMENT; IT IS NOT INTENDED TO REPLACE GROUND SURVEYS CONDUCTED BY TEXAS REGISTERED PROFESSIONAL LAND SURVEYORS.**

DRAFTED ON NOVEMBER 7, 2013 BY:
JESS B. HENDERSON
CITY OF GEORGETOWN, GIS ANALYST
INFORMATION TECHNOLOGY DEPARTMENT
510 W 9TH ST
GEORGETOWN, TX 78626
PH 512-930-8161

Exhibit B



Legend

- Formal Agreement with City of Round Rock 2005
- Proposed 2013 ETJ Agreement Amendment

