

EXHIBIT

"A"

INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF ROUND ROCK

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Interlocal Agreement (the "Agreement") is entered into as of this _____ day of _____, 2015, by and between Williamson County, a political subdivision of the State of Texas (the "County") and the City of Round Rock, 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 County and the City desire to cooperate in the expeditious design and construction of Arterial H from the Mayfield Ranch Subdivision westward across the Williamson County Southwest Regional Park to CR 175 ("Arterial H"), as well as the construction and conveyance of water and wastewater lines; and

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

A.

TERMS AND CONDITIONS

1. Project Improvement.

Arterial H will be designed ultimately as a four-lane, curbed and guttered arterial roadway from the Mayfield Ranch Subdivision westward through the Williamson County Southwest Regional Park to CR 175, the location of which is as shown on **Exhibit "A"**, attached hereto and incorporated herein (the "Project").

2. County Obligations.

The County will design four lanes of the Project and construct two lanes initially along the north side of the right-of-way. The Project will be designed and two lanes constructed pursuant to the City's roadway design standards. All preliminary and final designs shall be approved by the City prior to bid. County agrees to deed the Arterial H right-of-way to the City prior to road construction to enable the City to annex 26.8 acres

at the intersection of proposed Arterial H and CR 175. Construction of the first two lanes shall remain the obligation of the County. Additionally, County agrees to dedicate to City an easement for a pressure reducing valve. Said valve will be located at the east end of Arterial H within the Park property.

3. City Obligations.

City agrees to annex the Arterial H right-of-way as soon as practicable and to assume operation and maintenance of Arterial H after the Project is completed and accepted by the City. The final two lanes of Arterial H will be constructed, or cause to be constructed, by the City when the City determines that the additional two lanes are necessary.

4. New 16" Water Line.

The City has, or soon will, enter into a development agreement with RMD Holdings, L.P. ("RMD") for the design and construction of an extension of a 16" waterline to the RMD property line. The County shall allow the 16" waterline extension to be constructed within the Arterial H right-of-way. The costs for the design and construction of the 16" waterline will be the sole responsibility of the City and RMD Holdings, Ltd. The County, however, will agree to include the 16" waterline as an alternate bid item with the Arterial H construction bids. If said alternate bid item is included in the construction contract for Arterial H, the City will pay County all costs associated with the alternate bid item prior to award of contract.

5. Existing Water and Wastewater Lines.

- a. City agrees to accept ownership of an existing, County-owned 8" water line running along CR 175 from FM 1431 to the southern boundary of the Southwest Williamson County Regional Park, and to pay costs to relocate the existing water meter to the southern boundary of the Southwest Williamson County Regional Park, at the location and as shown on **Exhibit "B"**, attached hereto and incorporated herein.
- b. City agrees to accept ownership of a segment of a County-owned wastewater line as shown on **Exhibit "C"**, attached hereto.
- c. County will remain responsible for supplying water to the house on the Palmer tract until all related contractual requirements are satisfied.

B.

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 Arterial H is not completed and accepted by the City within three (3) years after this Agreement is executed by both 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.

WILLIAMSON COUNTY

By: _____
Honorable Dan A. Gattis, County Judge

Date: _____

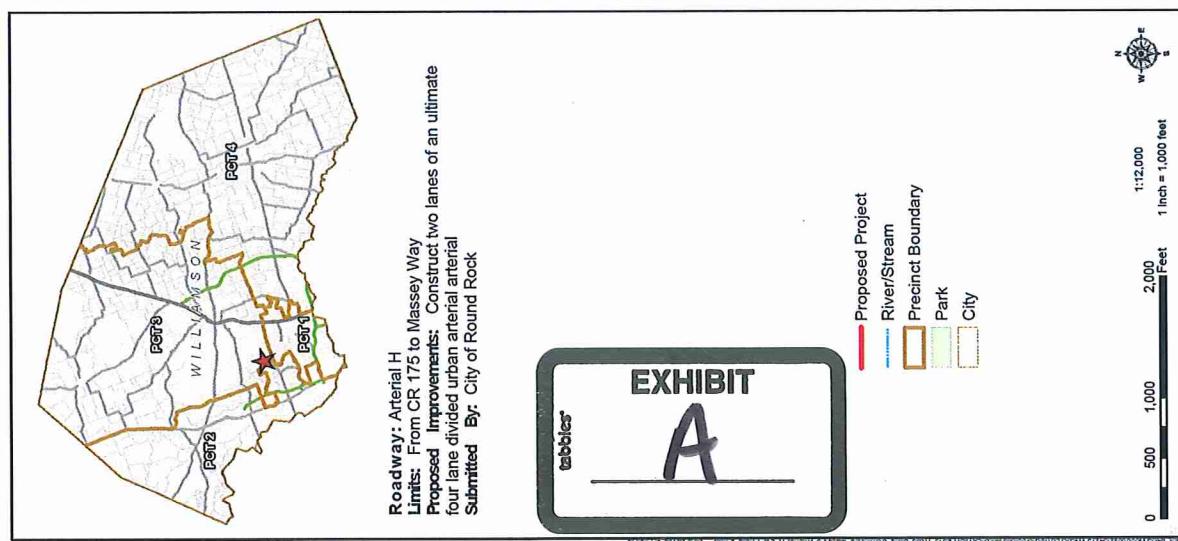
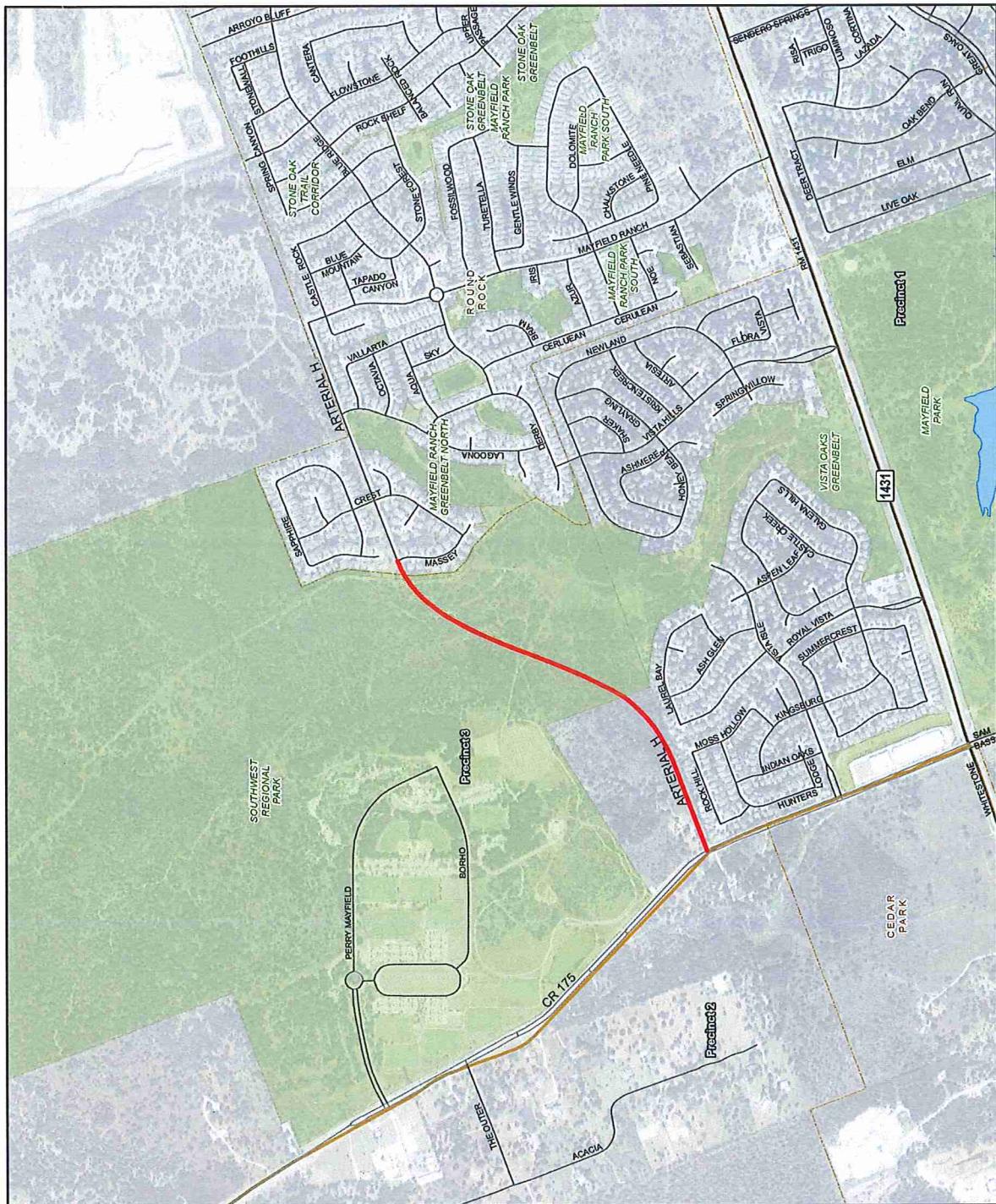
Attest: _____
Nancy Rister, County Clerk

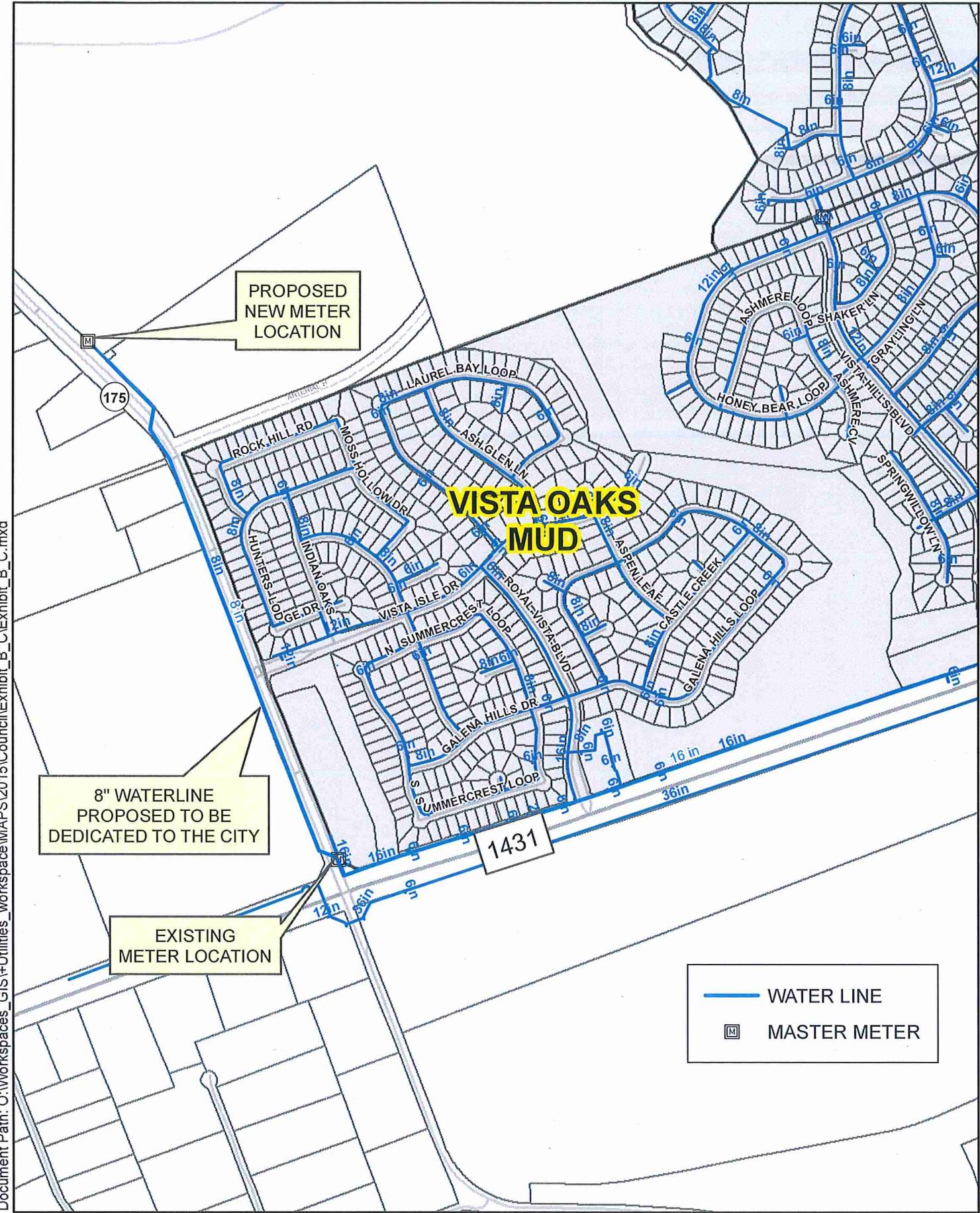
CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Date: _____

Attest: _____
Sara White, City Clerk





Date: 4/28/2015



**EXHIBIT B
WATER LINE
DEDICATED FROM WILLIAMSON COUNTY
TO THE CITY OF ROUND ROCK**



