

**INTERLOCAL AGREEMENT BETWEEN MONTAGUE COUNTY, TEXAS AND CITY OF BOWIE FOR ROAD REPAIRS AND MAINTENANCE**

**THE STATE OF TEXAS           §**  
**§**  
**COUNTY OF MONTAGUE       §**

**WHEREAS**, this agreement is made and entered into on the 23<sup>rd</sup> day of Jan, 2017 by and between Montague County, Texas (COUNTY), through its Commissioners Court and the City of Bowie (CITY), through its City Council, and pursuant to the Interlocal Cooperation Act , Chapter 791 Texas Government Code; and

**WHEREAS**, CITY and COUNTY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

**WHEREAS**, the CITY currently has a need for road construction, maintenance, enhancements, improvements, repairs and other projects located within Montague County and, due to the location of the road, commonly known as Sandy Lane, it is more efficient and practical for COUNTY to maintain and repair said road being commonly known as Sandy Lane and is hereby accepted by Montague County Texas.(Said road is more fully described in Exhibit “A” attached hereto and incorporated by reference as though set forth fully and at length herein); and

**WHEREAS**, in consideration of the transfer of ownership of that certain real property situated in Bowie, Montague County, Texas, which is the present site of County Barn No. 2 from the CITY to COUNTY. (Said property is more fully described in Exhibit “B” attached hereto and incorporated by reference as though set forth fully and at length herein); and

**WHEREAS**, each party has sufficient funds available from current revenues to perform the function contemplated by this Agreement; and

**NOW, THEREFORE** in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

**PUBLIC PURPOSE**

The purpose of this contract is for the COUNTY to provide assistance with public projects to construct, maintain, enhance, improve, or repair a public road (to include “pothole repair” of specific roadway areas), being a part of the CITY’s property and located in one or more defined legal boundaries within said Precinct of the County Commissioner that is sponsoring the public project for the furtherance of public benefit within Montague County.

The further purpose of this contract is to cure any defect in the title ownership of that

certain real property situated within the city limits of the City of Bowie which is and has been the location of County Maintenance Barn No. 2, including any improvements and appurtenances thereto.

### **PUBLIC PROJECT PROCEDURE**

Before any work can start on any and all public projects covered by this agreement the following process must be completed in accordance with Texas Government Code 791.014:

1. Having established the agreed public project, the Montague County Commissioner has tacitly approved the proposed project.
2. If approval is granted by the CITY, the CITY must return the signed Interlocal Agreement to the Montague County Commissioner and Montague County Judge. The Montague County Commissioner will then submit this Interlocal Agreement to the County Judge to be placed on the Court's Agenda for a recommendation and vote by the Montague County Commissioner's Court.
3. If approved by the COUNTY, then and only then, will the transfer of ownership of the real property to Montague County be executed by the Mayor.
4. All road construction, maintenance, enhancements, improvements, repairs and other projects will be done in a workmanlike manner as measured by Montague County's usual practice in such projects. The COUNTY shall be in charge of all control procedures, means, coordination and final inspection of the Public Projects contemplated under this agreement.
5. This agreement may cause Montague County to incur additional liability other than the liability it would have without this agreement.
6. By approval of this agreement, Montague County hereby accepts, approves and acquires responsibility for repair and maintenance of the property set forth in Exhibit "A" attached hereto and incorporated by reference as though set forth fully and at length herein.

### **CONSIDERATION**

Total Charges for this agreement for the services and process mentioned above:

1. COUNTY will adopt, accept, and take responsibility for all labor, equipment and materials to construct, maintain, enhance, improve, and/or

repair the road described in Exhibit "A," from the date of acceptance of this Agreement.

2. Notwithstanding the foregoing, it is understood that each party paying for the performance of the mutual governmental functions, services, goods and materials must make those payments from the current fiscal year revenues available to the paying party.
3. The COUNTY shall pay any vendors directly for the materials used on the project.
4. The transfer of ownership of that certain real property situated in Bowie, Montague County, Texas, which is the present site of County Barn No. 2 from the CITY to COUNTY. Said property is more fully described in Exhibit "B" attached hereto and incorporated by reference as though set forth fully and at length herein.

### **NOTICE OF NONAPPROPRIATION**

If, for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such party shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

### **EFFECTIVE DATE**

The effective date of this agreement shall be from the date that both parties have signed within the 2017 fiscal year. This contract is a full, binding and final agreement of the parties to effectuate the efficient and practical use of public property by Local Governments.

### **DISPUTE RESOLUTION**

**Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

**Notice.** A written complaint which contains sufficient detail clearly identify the problem(s) giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

**First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate

an agreed resolution.

**Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: Mayor; COUNTY: County Judge.

**Successful Resolution.** If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

**Unsuccessful Resolution.** If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

### GENERAL PROVISIONS

**Severability Clause:** The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

**Counterparts:** This document may be executed in any number of original signature counterparts, each which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

#### Notices:

**To COUNTY:** Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

Montague County  
ATTN: MONTAGUE COUNTY JUDGE  
P.O. Box 475  
Montague, Texas 76251

**To CITY:** Any Notice permitted or required to be given to the CITY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

City of Bowie  
ATTN: MAYOR  
304 Lindsey St.  
Bowie, Texas 76230

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

**Authority to Contract:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

**Governing Law/Venue:** This Agreement shall be interpreted in accordance with the laws of the State of Texas and Montague County is the proper venue for any action regarding this contract.

**Limitation of Liability:** By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provisions of the Texas Tort Claims Act as amended. The CITY agrees to accept full responsibility for the acts, negligence and/or omissions of all CITY employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with the CITY. COUNTY agrees to accept full responsibility for the acts, negligence and/or omissions of all COUNTY employees, agents, subcontractors and/or contract laborers and for all persons doing work under a contract or agreement with Montague COUNTY.

**Entire Agreement:** This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

**Amendment:** If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by written amendment or set forth in an entirely new written agreement. Any modifications must be properly approved and signed by authorized representatives of the Parties.

DATED to be effective this the 23<sup>rd</sup> day of Jan, 2017.

MONTAGUE COUNTY

CITY OF BOWIE

BY:   
Montague County Judge

BY:   
Mayor

Date: 1/23/2017

Date: 1-17-17

TRACT I

FIELD NOTES to all that certain 60 foot strip of land situated in the S.E. Clements Survey Abstract Number 155 and the F. Cook Survey Abstract Number 139, Montague County, Texas and being a part of the lands set out to Marvin B. Laird in the Partition Deed recorded in Volume 246, Page 583 of the Deed Records of Montague County, Texas and also a part of the 2nd Tract described in the Deed to Marvin B. Laird recorded in Volume 544, Page 319 of the said Deed Records; the subject tract being more particularly described as follows:

BEGINNING for the Easterly Southeast corner of the tract being described herein at a point in the East line of the above mentioned tract described in Volume 246, Page 583 and being North 04 Degrees 29 Minutes 45 Seconds West a distance of 69.6 feet from its most Easterly Southeast corner; the said point lying in a public road 10.5 feet Southerly from the most Easterly Southeast Corner of a certain 50 foot road easement from Marvin B. Laird et ux to the City of Bowie recorded in Volume 787, Page 29 of the said Deed Records;

THENCE North 75 Degrees 49 Minutes 25 Seconds West with a South line of the herein described 60 foot strip 60 feet Southwesterly from and parallel to a fence along the North side of a certain 6.121 acre tract as surveyed during May 1986, a distance of 828.51 feet to a point for a corner;

THENCE South 79 Degrees 32 Minutes 59 Seconds West with an East line of the herein described tract, 30 feet from and parallel to the center line of an existing gravel road a distance of 63.78 feet to a point for a corner;

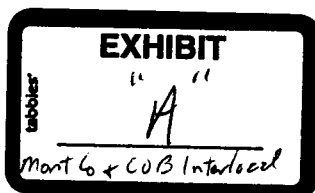
THENCE South 22 Degrees 22 Minutes 55 Seconds West with an East line of the herein described tract 30 feet Easterly from and parallel to the center line of an existing gravel road a distance of 307.92 feet to a point for the Southerly Southeast Corner of the herein described tract in the North line of the tract described in the Deed from Marvin Laird to Phil Grippen et ux recorded in Volume 856, Page 754 of the said Deed Records and being 23.97 feet West of the Northeast corner thereof; the said point also being in a Southeasterly line of the above mentioned 50 foot road easement;

THENCE North 88 Degrees 58 Minutes 10 Seconds West with the North line of the said Grippen Tract and the South line of the said 6.121 acre tract, crossing en route the West line of the said 50 foot road easement, in all, a total distance of 64.42 feet to a point 30 feet Westerly from the center line of the said gravel road for the Southwest corner of the herein described tract;

THENCE North 22 Degrees 22 Minutes 55 Seconds East with a West line of the herein described tract, 30 feet from and parallel to the center line of an existing gravel road a distance of 337.82 feet to a point for a corner;

THENCE North 79 Degrees 32 Minutes 59 Seconds East 30 feet from and parallel with the said gravel road a distance of 109.56 feet to a point in the North line of the said 6.121 acre tract for the Northwest corner of the herein described tract; the said point being South 75 Degrees 49 Minutes 25 Seconds East a distance of 160.41 feet from a fence corner post at the Northwest corner of the said tract;

THENCE South 75 Degrees 49 Minutes 25 Seconds East along a fence and with the North line of the above mentioned 50 foot road easement and the North line of the said 6.121 acre tract a distance of 757.01 feet to a



fence corner post at a gate for an angle point therein;

THENCE North 74 Degrees 56 Minutes 17 Seconds East along a fence part of the way and with the North line of the said 6.121 acre tract a distance of 61.98 feet to the Northeast corner thereof in the above mentioned county road;

THENCE South 04 Degrees 29 Minutes 45 Seconds East with the East line of the said 6.121 acre tract and the East line of the tract described in Volume 246 Page, 583 along the said county road a distance of 95.29 feet to the PLACE OF BEGINNING and enclosing 1.705 acres of land.

## TRACT 2

FIELD NOTES to all that certain 60 foot strip land with a 50 foot wide projection situated in the F. Cook Survey Abstract Number 139, Montague County, Texas and being a part of the called 86.667 acre tract described in the Deed from Marvin Laird to Phil Grippin et ux recorded in Volume 856, Page 754 of the Deed Records of Montague County, Texas; the subject tract being generally along the route of the 50 foot roadway described in the easement from Marvin Laird et ux to the City of Bowie recorded in Volume 787, Page 29 of the said Deed Records;

BEGINNING for the Northeast Corner of the tract being described herein at an iron rod set at the Southeast Corner of a proposed 60 foot easement in the South line of a certain 6.121 acre tract surveyed during May 1986, same being the North line of the said 86.667 acre tract, North 88 Degrees 58 Minutes 10 Seconds West a distance of 23.97 feet from the Northeast corner thereof;

THENCE Southwesterly with the Southeasterly line of the herein described 60 foot strip the following 8 calls:

1. South 22 Degrees 22 Minutes 55 Seconds West a distance of 26.25 feet;
2. South 30 Degrees 35 Minutes 36 Seconds West a distance of 646.96 feet to an iron rod set;
3. South 77 Degrees 20 Minutes 18 Seconds West a distance of 448.72 feet to an iron rod set;
4. South 46 Degrees 49 Minutes 05 Seconds West a distance of 483.31 feet to an iron rod set;
5. South 15 Degrees 27 Minutes 44 Seconds West a distance of 740.46 feet to an iron rod set;
6. South 88 Degrees 46 Minutes 24 Seconds West a distance of 309.50 feet to an iron rod set;
7. South 00 Degrees 23 Minutes 11 Seconds West a distance of 602.36 feet to an iron rod set;
8. South 35 Degrees 43 Minutes 40 Seconds West a distance of 163.04 feet to an iron rod set in the South line of the said 86.667 acre tract near a fence;

THENCE North 89 degrees 12 Minutes 02 Seconds West along and near a fence a distance of 73.18 feet to a fence corner post at the Southwest corner of the said 86.667 acre tract and the most Southerly Southeast corner of the tract described in the Deed to George Laird recorded in Volume 544, Page 317 of the Deed Records of Montague County, Texas; the said Corner also being the Southeast corner of a proposed 60 foot road easement running West and the most Southerly Southwest corner of the above mentioned 50 foot road easement;

THENCE North 35 Degrees 43 Minutes 40 Seconds East with the West line of the said 86.667 acre tract and the East line of the said George Laird Tract passing at 73.59 feet the Northeast corner of the said proposed road easement and continuing along the said course and with a fence a distance of 185.83 feet to a fence corner post at an angle point in the said line;

THENCE North 00 Degrees 23 Minutes 11 Seconds East, continuing with the West line of the said 86.667 acre tract and the East line of the said George Laird Tract and along a fence, a distance of 641.58 feet to a fence

corner post for the most Westerly Northwest corner of the herein described tract;

THENCE Northeasterly with the Northwest line of the said 50 foot road easement and along a fence the following 3 calls:

1. North 83 Degrees 46 Minutes 24 Seconds East a distance of 323.18 feet to a fence corner post;
2. North 15 Degrees 27 Minutes 44 Seconds East a distance of 712.65 feet to a fence corner post;
3. North 46 Degrees 49 Minutes 05 Seconds East a distance of 350.70 feet to a 10" post oak at the most Southerly Southeast corner of a 50 foot wide projection of the said road easement;

THENCE North 71 Degrees 06 Minutes 10 Seconds West with the South line of the said 50 foot projection a distance of 266.72 feet to a point for the Northwest corner thereof in the most Westerly North line of the said 86.667 acre tract, same being the South line of the tract described in a Deed to the City of Bowie as recorded in Volume 768, Page 396 of the Deed Records of Montague County;

THENCE North 89 Degrees 21 Minutes 40 Seconds East with the said South line of the City of Bowie Tract and the said most Westerly North line of the 86.667 acre tract a distance of 149.52 feet to an iron rod found at the Southeast corner of the said City of Bowie Tract and a re-entrant corner of the said 86.667 acre tract;

THENCE South 71 Degrees 06 Minutes 16 Seconds East with the North line of the 50 foot projection a distance of 152.30 feet to a point for a corner;

THENCE with the Northwest line of the herein described 60 foot strip the following 4 calls:

1. North 46 Degrees 49 Minutes 05 Seconds East a distance of 109.24 feet to an iron rod set;
2. North 77 Degrees 20 Minutes 18 Seconds East a distance of 446.97 feet to an iron rod set;
3. North 30 Degrees 35 Minutes 36 Seconds East a distance of 572.00 feet to an iron rod set;
4. North 22 Degrees 22 Minutes 55 Seconds East a distance of 38.28 feet to an iron rod set at the Southwest corner of a proposed 60 foot road easement, same being in the North line of the said 86.667 acre tract and the South line of the said 6.121 acre tract;

THENCE South 88 Degrees 58 Minutes 11 Seconds East with the North line of the said 86.667 acre tract and the South line of the said 6.121 acre tract a distance of 64.42 feet to the PLACE OF BEGINNING and enclosing 4.756 acres of land.

### **TRACT 3**

FIELD NOTES to all that certain 60 foot strip of land situated in the F. Cook Survey Abstract Number 139, Montague County, Texas and being a part of the tract described in the Deed to George Laird recorded in Volume 544, Page 317, of the Deed Records of Montague County, Texas; being more particularly described as follows:

BEGINNING for the Southeast corner of the tract being described herein at a fence corner post at the Southeast corner of a proposed 60 foot road easement, same being the Southwest corner of a called 86.667 acre tract described in the Deed from Marvin Laird to Phil Grippen recorded in Volume 856, Page 754 of the Deed Records of Montague County;

THENCE North 89 Degrees 12 Minutes 02 Seconds West with a fence and the south line of the said George Laird Tract a distance of 1,115.7 feet to a fence corner post at the Southwest corner of the herein described



tract, same being the Southwest corner of the said George Laird Tract and the Southeast corner of a tract Deeded to Hazel Laird Carpenter recorded in Volume 544, Page 323 of the Deed Records of Montague County, at the Southeast corner of a 60 foot road easement;

THENCE North 00 Degrees 17 Minutes 50 Seconds East with the West line of the said George Laird Tract and the East line of the said Hazel Laird Carpenter Tract a distance of 60.00 feet to an iron rod set for the Northwest corner of the herein described tract at the Northeast corner of a 60 foot road easement;

THENCE South 89 Degrees 12 Minutes 02 Seconds East, 60 feet Northerly from and parallel with the South line of the said George Laird Tract, a distance of 1,158.34 feet to an iron rod set in the West line of a proposed 60 fact road easement and the East line of the said George Laird tract;

THENCE South 35 Degrees 43 Minutes 40 Seconds West with the East line of the said George Laird Tract and the West line of the said 86.667 acre tract a distance of 73.59 feet to the PLACE OF BEGINNING and enclosing 1.566 acres of land.

These Field Notes were prepared from a survey made on the ground, under my direction and supervision on June 26, 1986.

TRACT 1:

A 0.41 acre tract of land being part of Lots 1 thru 3, Block 15, of the Bowie Original Townsite to the City of Bowie, Montague County, Texas according to the plat of same recorded in Volume T, Page 2, Deed Records, Montague County, Texas, according to the map or plat thereof filed for record in the office of the Montague County Clerk.

TRACT 2:

A 0.008 acre tract of land being a portion of Clay Street of the Bowie Original Townsite to the City of Bowie, Montague County, Texas according to the plat of same recorded in Volume T, Page 2, Deed Records, Montague County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the northeast line of said Clay Street for the west corner of Lot 5 and the south corner of Lot 4 Block A;

THENCE South 60°10'40" East with the northeast line of said Clay Street 37.07 feet to an iron rod found in the northeast right of way of State Highway No. 59, said point being in a 195.79 foot radius curve, the center of circle of said curve bears South 07°14'56" West;

THENCE Westerly along said curve through a central angle of 12°24'02" for an arc length of 42.38 feet to an iron rod set for corner;

THENCE North 29°49'20" East 20.36 feet to the POINT OF BEGINNING.

And designated herein as LOT 1R BLOCK 15 of the BOWIE ORIGINAL TOWNSITE a subdivision to the City of Bowie, Montague County, Texas according to the map or plat thereof filed for record in the office of the Montague County Clerk.

