

THE STATE OF TEXAS

COUNTY OF TARRANT

### **INTERLOCAL AGREEMENT**

This Interlocal Agreement is between TARRANT COUNTY, TEXAS ("COUNTY"), and the CITY OF HURST ("CITY").

WHEREAS, this Agreement is made under the authority of Chapter 791 of the Texas Government Code; and

WHEREAS, the City desires to widen, improve, and realign Pipeline Road, Phase 4 from Old Harrison Lane to Brown Trail within the City, referred to in this Agreement as "the Project"; and

WHEREAS, the Project has previously been approved to receive 50% reimbursement for construction costs upon completion from the Tarrant County Bond Fund program; and

WHEREAS, the Project requires the acquisition of certain additional real property by deeds, easements or temporary Easements, said additional real property hereafter referred to as "the Right-of-Way"; and

WHEREAS, the CITY is requesting the assistance of the COUNTY in acquiring the needed Right-of-Way, and the CITY and COUNTY desire to purchase the Right-of-Way for the project by joint effort and desire to memorialize their agreement to accomplish this purpose; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties, that the undertaking will benefit the public, and that the division of cost fairly compensates the performing party for the services of functions under this Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party; and

WHEREAS, the COUNTY and the CITY have authorized their respective representatives to sign this Agreement.

NOW THEREFORE, for and in consideration of the mutual understandings hereinafter set forth and for adequate consideration given, the parties agree as follows:

### **TERMS AND CONDITIONS**

1. *Standards for Acquisition of the Right-of-Way:* The parties agree that acquisition of such right-of-way shall be in accordance with the terms of this Agreement and in accordance

with applicable State laws governing the acquisition of real property by governmental entities for public use. The CITY hereby authorizes and requests the COUNTY to proceed with acquisition according to the terms and conditions of this Agreement. The CITY and COUNTY agree to share the cost of such Right-of-Way acquisition according to the provisions outlined in this Agreement.

2. *Location Surveys and Preparation of Right-of-Way Description Data:* The CITY, without cost to the COUNTY, will do the necessary preliminary engineering and survey work in order to supply the COUNTY the data and instruments necessary to obtain acceptable and clear title to the property interests needed for the Right-of-Way.

3. *Determination of Right-of-Way Values:* The CITY is responsible for obtaining the determination of property values for each property interest required for the Right-of-Way, which shall be based upon the appraised value of a licensed real estate appraiser. The CITY is solely responsible for all costs associated with obtaining the determination of property values. The CITY will provide the COUNTY with all appraisal reports prepared and associated with the property interests the CITY needs the COUNTY to acquire for the Project.

4. *Title Investigation:* The CITY agrees to hire a title company acceptable to the COUNTY, to investigate the title status of properties needed for the Project. The cost of title investigation, title commitment, closing costs, recording of instruments, and the title policy or any other incidental title costs are the sole responsibility of the CITY.

5. *Negotiations:* The negotiations with the property owners for the purchase of the required property interests will be the responsibility of the COUNTY without participation by the CITY. For these purposes the COUNTY will provide the labor and supervisory personnel employed directly by the COUNTY, as well as vehicles necessary for the work. The COUNTY will deliver properly executed deeds, easements or temporary easement documents, whichever are relevant, together with any curative instruments that are found to be necessary to vest clear title in the CITY. The cost for purchasing the right-of-way is the sole expense of the CITY.

6. *Condemnation:* Condemnation proceedings will be initiated at a time selected and at the discretion of the CITY after the COUNTY submits documentation to the CITY of the COUNTY'S good faith negotiations with property owners who are unwilling to sell their property interests based upon the good faith negotiations. Initiation of and acquisition through condemnation proceedings will be the CITY'S responsibility at its own expense; however, the COUNTY personnel will be available, as needed to attend condemnation hearings, pre-hearings, trials and to serve notice to the parties of the condemnation hearings.

7. *Improvements:* Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the Right-of-Way taking. In anticipation of the owner desiring to retain improvements, the CITY'S approved value will include the amounts by which the offer will be reduced for the retention. In the event the improvements, which are, in whole or part, a part of the Right-of-Way taking are not retained by the owner, title is to be secured in the name of the CITY. The CITY shall dispose of all improvements acquired.

8. *Relocation of Utilities:* If the project requires the relocation or adjustment of any public or private utilities, the CITY will be responsible for such relocation or adjustment at no cost to the COUNTY. If it becomes necessary to acquire a private easement outside the acquired easement, the COUNTY will, upon request by the CITY, negotiate such acquisition under the same terms as set forth in this Agreement.

9. *Fencing Requirements:* The CITY will either (a) pay the property owner for existing fences located within the proposed Right-of-Way based on (i) the value such fences contribute to the part taken together with (ii) any damages sustained by the remainder property for an unfenced condition, in which case the estimated value of such fences and such damages will be included in the appraised value; or (b) pay for and reconstruct the fencing on the property owner's remaining property.

10. *Termination:* This Agreement will terminate automatically upon the completion of (1) the acquisition by way of successful negotiations by the COUNTY of the property interests needed for the Project, and (2) final delivery of documentation to the CITY of the COUNTY'S good faith negotiations with property owners who are unwilling to sell their property interests based upon the good faith negotiations. Additionally, this Agreement may be terminated, without reason, by the CITY or COUNTY, upon 30 days written notice to the other party. If the Agreement is terminated by either party hereto, any and all obligations set forth herein shall become the sole obligation and responsibility of the CITY.

11. *Miscellaneous Provisions:* It is understood that the terms of this Agreement shall apply to Right-of-Way needed by the CITY for the Project that has not yet been dedicated, used, or previously acquired in the name of the City for highway, street, or road purposes.

12. *No Waiver of Liability:* Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY, other than claims for which liability may be imposed by the Texas Tort Claims Act. Nothing in the performance of this Agreement shall impose any liability for claims against the CITY, other than claims for which liability may be imposed by the Texas Tort Claims Act.

13. *No Third-Party Beneficiaries:* The parties to this Agreement do not intend for any third party to obtain a right by virtue of the Agreement. The CITY agrees that the COUNTY is relying upon the CITY for notice to proceed with negotiations for the acquisition of the property interests needed for the Right-of-Way, but COUNTY will not be required to perform its obligation under this Agreement within any time limit. By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto. This Agreement in no way obligates COUNTY to construct, maintain or operate the above-described project.

14. This Agreement shall be governed by the laws of the State of Texas, and venue shall be in Tarrant County.

15. The provisions of the Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement should be determined to be invalid by a Court or a Federal or a State agency, Board or Commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

16. This written Agreement constitutes the entire Agreement between the parties, and any prior oral or written agreement that purports to vary from the terms hereof shall be void.

17. *Effective Date:* This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

**TARRANT COUNTY, TEXAS**

**CITY OF HURST**

\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: 11/15/2023

\_\_\_\_\_  
Commissioner, Precinct 3  
Gary Fickes

Attest:

Attest:

  
\_\_\_\_\_

APPROVED AS TO FORM\*

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Criminal District Attorney's Office\*

  
\_\_\_\_\_  
Assistant City Attorney

\* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.