

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
NORTH TEXAS MUNICIPAL WATER DISTRICT AND ROCKWALL COUNTY,
TEXAS FOR ACQUISITION OF A PORTION OF NTMWD PROPERTY ALONG
CRENSHAW ROAD AT THE SABINE CREEK WASTEWATER TREATMENT
PLANT**

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into by and between the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a Texas conservation and reclamation district and political subdivision of the State of Texas (hereinafter referred to as "NTMWD" or "District") and **ROCKWALL COUNTY, TEXAS**, a Political Subdivision of the State of Texas (hereinafter referred to as "Rockwall County"). Individually, NTMWD and Rockwall County may be referred to as a "Party" and collectively, NTMWD and Rockwall County may be referred to as "Parties."

WHEREAS, the Interlocal Cooperation Act (the "Act"), codified as Chapter 791 of the Texas Government Code, provides the authority to political subdivisions for contract by and between each other to purchase goods and services and facilitate governmental functions of said political subdivisions under the terms of the Act; and

WHEREAS, NTMWD owns, operates, and maintains the Sabine Creek Wastewater Treatment Plant (WWTP) located at 1513 Crenshaw Lane, Royse City Texas 75189, in Rockwall County; and

WHEREAS, Rockwall County is acquiring land rights for the purpose of constructing, operating, and maintaining a roadway improvement project ("**Crenshaw Lane Improvements**"); and

WHEREAS, NTMWD agrees to convey approximately 0.11 acres of its frontage property, as shown in EXHIBIT A, along Crenshaw Lane to Rockwall County for its Crenshaw Lane Improvements work; and

WHEREAS, Rockwall County agrees to construct certain fencing and paving improvements ("**NTMWD Property Improvements**") on NTMWD's remaining frontage property as shown in EXHIBIT B; and

WHEREAS, the Parties agree that the value of appraised value is comparable to the value of property dedicated by NTMWD through this agreement; and

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

ARTICLE ONE

Conveyance of Property

1.01 Conveyance of Property. NTMWD shall convey property at the appraised value of \$12,221 by General Warranty Deed to Rockwall County at the Sabine Creek Wastewater Treatment Plant site, the location generally described in Exhibit A, attached hereto.

ARTICLE TWO

Construction

2.01 Rockwall County's Scope of Work: as part of the Crenshaw Lane Improvements Rockwall County shall construct the following NTMWD Property Improvements:

- a. Replace existing barbed wire fence along right-of-way with 5-strand barbed wire fence as shown in Exhibit B.
- b. Install 5-strand barbed wire fence from right-of-way 16-feet into NTMWD's Property at each entrance as shown in Exhibit B.
- c. Install a 24-foot double swing chain-link gate at each entrance shown in Exhibit B.
- d. Construct an 8-inch thick 4500 psi heavy duty concrete pavement with 8-inch lime stabilized subgrade in accordance with NTMWD's specification 32 13 00 - ridged pavement – as described in Exhibit C, and pavement should connect to existing concrete pavement on Owner's property at main entrance as shown in Exhibit B.
- e. Relocate the mailbox and package delivery box to a similar position adjacent to the new right-of-way.

ARTICLE THREE

Term

3.01 This Agreement shall be effective upon approval by the Rockwall County and NTMWD Boards of Directors and subsequent execution by the Rockwall County authorized representative and NTMWD's Executive Director. Effective upon approval by the Rockwall County Commissioners Court and NTMWD Board of Directors, and subsequent execution by the Rockwall County Judge and NTMWD's Executive Director.

ARTICLE FOUR

Immunity

4.01 Each of the Parties hereby expressly waives immunity from suit and immunity from liability to the extent necessary to enforce the terms of this Agreement. Except for this limited waiver, it is expressly understood and agreed that, in the execution of this agreement, neither Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity or defense available to any party individually under Texas law. Each Party shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the Parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE FIVE

Notice

5.01 Any notice or communication required or permitted shall be in writing and shall be deemed to be delivered when actually received or, regardless of whether actually received or not, (i) when deposited with Federal Express, DHL, UPS, or other nationally recognized overnight courier service, (ii) when received if delivered by hand, or (iii) when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the addressee as follows and to such other address as shall hereafter be designated by written notice by the addressee actually received by the other Party at least twenty (20) days prior to the effective date of the change.

Rockwall County, Texas
Attention: Frank New, County Judge
101 East Rusk Street, Suite 202
Rockwall, Texas 75087

North Texas Municipal Water District
Attention: Executive Director
501 E. Brown St.
Wylie, Texas 75098

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its

addresses any other address by at least twenty (20) days' written notice to the Party hereto.

ARTICLE SIX Severability

6.01 The provisions of this Agreement are severable. If any paragraph, section, subsection, sentence, clause or phrase of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE SEVEN Successors and Assigns

7.01 This Agreement shall be binding upon the Parties hereto and their successors and assigns. No Party will assign or transfer an interest in this Agreement without the prior written consent of the other Parties.

ARTICLE EIGHT Venue

8.01 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties agree that this Agreement is performable in Rockwall County, Texas, and that exclusive venue shall lie in a state court in Rockwall County, Texas.

ARTICLE NINE Interpretation

9.01 This is a negotiated document and should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for any Party.

ARTICLE TEN Remedies, Non-Waiver

10.01 No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

ARTICLE ELEVEN
Entire Agreement

11.01 This Agreement embodies the entire agreement between the Parties and may only be modified in writing executed by all Parties.

11.02 Each party hereto acknowledges that they have read and understand the effect of this agreement, have been advised by counsel as to the effect of this agreement, and executes the agreement of their own free will and accord for the purposes and considerations set forth.

IN WITNESS WHEREOF, North Texas Municipal Water District and Rockwall County have caused this Agreement to be executed either on their behalf by their duly authorized representatives or personally, as of the date first set above.

(Signature Pages Will Follow)

EXECUTED this _____ day of _____, 2025.

ROCKWALL COUNTY, TEXAS,
a Texas municipal corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF ROCKWALL

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This instrument was acknowledged before me on _____, 2025,
by _____, of **ROCKWALL COUNTY, TEXAS, a Texas
municipal corporation**, a governmental agency and body politic and corporate,
on behalf of said agency and body politic and corporate.

Notary Public, in and for the State of Texas.

My Commission Expires: _____

EXECUTED this _____ day of _____, 2025.

North Texas Municipal Water District

By: _____

Name: Jennafer P. Covington

Title: Executive Director

ACKNOWLEDGMENT

STATE OF TEXAS §

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COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2025, by _____ of the **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a governmental agency and body politic and corporate, on behalf of said agency and body politic and corporate.

Notary Public, in and for the State of Texas.

My Commission Expires: _____