

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 05-08

WHEREAS, the Central Texas Regional Mobility Authority ("CTRMA") was created pursuant to the request of Travis and Williamson Counties and in accordance with provisions of the Transportation Code and the petition and approval process established in 46 Tex. Admin. Code § 26.01, *et seq.* (the "RMA Rules"); and

WHEREAS, the 183-A Turnpike Project was designated in the petition filed with TxDOT as the initial project to be developed by the CTRMA; and

WHEREAS, Williamson County (the "County") committed to acquire a significant portion of the right-of-way ("ROW") for the 183-A Turnpike Project; and

WHEREAS, the County is willing to transfer ROW acquired by the County to the CTRMA, subject to a requirement for re-conveyance of the ROW to the County if the project is not constructed; and

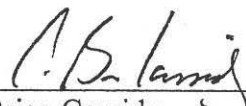
WHEREAS, the terms and conditions agreed to among the County and the CTRMA are set forth in the interlocal agreement attached hereto as Attachment "A."

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the CTRMA hereby approves the entry into the interlocal agreement attached hereto as Attachment "A," providing for the transfer of ROW related to 183-A Turnpike Project and the performance of certain obligations by the CTRMA; and

BE IT FURTHER RESOLVED, that the Chairman or his designee be authorized to execute such interlocal agreement, in the form attached hereto as Attachment "A," on behalf of the CTRMA.

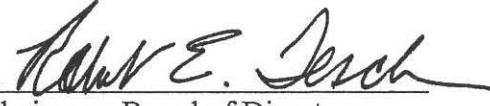
Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of January, 2005.

Submitted and reviewed by:



C. Brian Cassidy
Legal Counsel for the Central
Texas Regional Mobility Authority

Approved:



Chairman, Board of Directors
Resolution Number 05-08
Date Passed 01/26/05

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this _____, 2005, by and between WILLIAMSON COUNTY (the "County") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (the "Authority"), political subdivisions of the state of Texas.

WITNESSETH:

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 County and the Authority have previously agreed to cooperate with each other to facilitate the construction of the proposed 183A Turnpike Project ("183A Project"); and

WHEREAS, the County has, pursuant to previous commitments and in recognition of the importance of the 183A Project to the region, acquired several tracts of land within the proposed alignment of the 183A Project ("Right-of-Way Property"); and

WHEREAS, the Authority preparing to sell turnpike revenue bonds to fund construction and operation activities for the 183A Project; and

WHEREAS, to facilitate the bond sale and the prosecution of preconstruction activities, it is necessary and desirable to for the County to transfer of the Right-of-Way Property, as well as other right of way property to be acquired in the future, to the Authority.

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

**I.
FINDINGS**

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 the County and the Authority have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this Agreement will be in full force and effect when approved by each Party.

**II.
ACTIONS**

1. **Conveyance of Right-of-Way Property.** The County hereby commits to transfer and convey title to the Right-of-Way Property to the Authority as soon as practically possible.
2. **Additional Right-of-Way.** The County is in the process of acquiring additional Right-of-Way parcels for the 183A project. Such additional parcels shall be transferred to the CTRMA as soon as practicable after title is acquired by the County.
3. **Commencement of Construction.** The Authority agrees that, upon receipt of title to the Right-of Way Property, it shall diligently pursue construction of the 183A Project, but in no event shall construction begin later than December 31, 2009. In the event that the Authority has not commenced construction by such date, the Authority shall convey back to the County all Right-of-Way Property conveyed to the Authority for the Project.

**III.
GENERAL AND MISCELLANEOUS**

1. **Term and Termination.** This Agreement shall continue in force and effect until such time that the County is compensated for the Right-of-Way Property and legal title of such property is officially transferred to the Authority.
2. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the County and the Authority regarding any other subject matter and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

3. **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 service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

4. **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 the County or the Authority 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.

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

6. **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(s), and the rights and obligations 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, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

7. **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 first written above, 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.

WILLIAMSON COUNTY

By: _____
JOHN DOERFLER
County Judge, Williamson County

**CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY**

By: _____
ROBERT E. TESCH
Chairman