

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CELINA AND
COLLIN COUNTY REGARDING PROPERTY ACQUISITION**

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN §

THIS INTERLOCAL AGREEMENT (the “**Agreement**”) is entered into effective as of the 11 day of April, 2023 (the “**Effective Date**”), by and among the CITY OF CELINA, TEXAS, a home-rule municipality existing under the laws of the State of Texas (the “**City**”), and the COLLIN COUNTY, a political subdivision of the State of Texas (the “**County**”) (each individually a “**Party**” or collectively the “**Parties**”):

WITNESSETH:

WHEREAS, the County intends to acquire certain property legally described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes (the “**Property**”), which may be done by eminent domain proceedings; and

WHEREAS, the City and the County have determined that the acquisition of the Property for expansion of the Dallas North Tollway is in the best interest of their citizens and the public; and

WHEREAS, in accordance with Section 21.012 et seq. of the Texas Property Code, the City and County each have the authority to acquire real property for public use by condemnation proceedings when the City or County is unable to agree with the owner of the property on the value or amount of damages; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governmental entities to contract with one another to perform governmental functions and services under the terms thereof, and the City and the County have determined that mutual benefits and advantages can be obtained by formalizing their agreement as to the separate and distinct issues of importance to them regarding the matters addressed in this Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual benefits and advantages accruing to the City and the County, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1 - TERM

The term of this Agreement shall begin from the Effective Date and end after final acquisition of the Property by the County, as indicated by executed deed or completion of a condemnation matter, and all Parties’ obligations under this Agreement. Either Party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days’ advance written notice. The obligation of the Parties to pay any and all costs, if any, incurred under this

Agreement prior to the effective date of termination shall survive such cancellation until performed or discharged by the Parties.

ARTICLE 2 – ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

2.1 The County agrees to the following:

- A. Purchase the Property or conduct eminent domain procedures for the Property in full compliance with State law, including but not limited to, preparation and execution of all offers and other documentation, acquiring and payment for surveys and appraisals for the Property, court costs, attorney's fees, witness fees, special commissioners' fees, and closing costs (the "Costs"), and directly compensating the Property owner(s) or providing payment through the court in full satisfaction of the acquisition of the Property.
- B. Provide the City with all documentation regarding the acquisition and Costs of the Property, including a copy of the closing documents indicating the final purchase price and a copy of the deed(s) or the eminent domain court documents, which show the County received the ownership of the Property, such that the City may be able to verify the actual Costs for acquiring the Property.
- C. The County shall keep the City reasonably updated on the progress of the acquisition of the Property after such proceedings begin.

2.2 The City agrees to the following:

- A. Provide reimbursement for the Property acquisition in the amount of fifty percent (50%) of the Costs to acquire the Property, including but not limited to, surveys, appraisals, court costs, attorney's fees, witness fees, special commissioners' fees, closing costs, and compensation to Property owner. The City shall contribute such funding after the completion of the acquisition of the Property by the County, and the City's verification of the County's final and actual Costs for the Property acquisition. However, County may request City to contribute 50% of the Special Commissioners' Award be deposited into the Registry of the Court alongside the County's payment of the remaining 50% of the Special Commissioners' Award into the Registry of the Court. This amount paid by the City will be deducted from the end final Costs owed by the City in the final accounting of the payment of such Costs.

2.3 The Parties agree and acknowledge that they have a common interest in the prosecution of any proceeding in eminent domain to acquire the Property. In the event the County institutes an eminent domain proceeding to acquire the Property, whether in the name of the County or the City, the Parties agree, to the fullest extent allowed by law, to treat all communications between them concerning or related to such proceeding as confidential for the limited purpose of assisting in their common interests and that communications between a Party's representative, a Party's lawyer, or the lawyer's representative, on the one hand, and a lawyer representing the other Party or that lawyer's representative, on the other hand, shall not be disclosed and such communications shall constitute privileged communications pursuant to Tex. R. Evid. 503(b)(1)(C).

ARTICLE 3 – COST

The City and County agree that the Party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying Party.

ARTICLE 4 – IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no 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, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

TO THE EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AND WITHOUT WAIVING SOVEREIGN IMMUNITY, EACH PARTY SHALL BE RESPONSIBLE FOR ANY AND ALL CLAIMS, DEMANDS, SUITS, ACTIONS, DAMAGES, AND CAUSES FOR ACTION RELATED TO OR ARISING OUT OF OR IN ANY WAY CONNECTED WITH ITS OWN ACTIONS, AND THE ACTIONS OF ITS PERSONNEL RENDERED OR PERFORMED PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

ARTICLE 5 - MISCELLANEOUS

5.1 Notices.

In each instance under this Agreement in which one Party is required or permitted to give notice to the other, such notice shall be deemed given (a) when delivered in hand, (b) one (1) business day after being deposited with a reputable overnight air courier service, or (c) five (5) business days after being mailed by United States mail, registered or certified mail, return receipt requested. Postage prepaid, and, in all events, addressed as follows:

In the case of the City:

Celina City Manager
142 N. Ohio Street
Celina, Texas 75009

In the case of the County:

Director of Engineering
4690 Community Ave, Ste 200
McKinney, Texas 75071

Any Party hereto may from time to time change its address for notification purposes by giving the other Party prior written notice of the new address and the date upon which it will become effective.

5.2 Relationship of the Parties; No Joint Enterprise. Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Parties or by any third party as creating, (a) the relationship of principal and agent, partnership, or joint venture between the City and the County, or (b) a joint enterprise between the City, the County, and/or any other party. Without limiting the foregoing, the purposes for which the City and the County have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes, and/or equal rights of control among the Parties hereto.

5.3 Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective Parties and their legal successors. Neither the City nor the County shall assign, sublet or transfer its respective interests in this Agreement without the prior written consent of the other Parties to this Agreement, unless otherwise provided by law.

5.4 Severability. If any provision of this Agreement, or the application thereof to any entity or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other entities or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

5.5 Written Amendments. Any change in the agreement, terms and/or responsibilities of the Parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the City and the County.

5.6 Limitations. All covenants and obligations of the City and County under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of the City or the County shall have any personal obligations or liability hereunder.

5.7 Sole Benefit. This Agreement is entered into for the sole benefit of the City, the County and their respective successors, and nothing in this Agreement or in any approval subsequently provided by any Party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity, including, without limitation, the public in general.

5.8 Authorization. Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, including compliance with Chapter 791 of the Texas Government Code, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the City and the County, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

5.9 Choice of Law; Venue. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas and exclusive venue for any legal actions arising hereunder shall be in Collin County, Texas.

5.10 Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court, other governmental or judicial authority, or arbitrator by reason of such Party having or being deemed to have drafted, prepared, structured or dictated such provision.

5.11 Waiver. No delay or omission by any Party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by any of the Parties hereto of any of the covenants, conditions, or agreements to be performed by any other Party or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

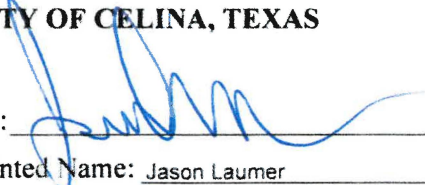
5.12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in this Agreement.

5.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the parties.

5.14 Headings. The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed as of the day above stated.

CITY OF CELINA, TEXAS

By: 

Printed Name: Jason Laumer

Title: City Manager

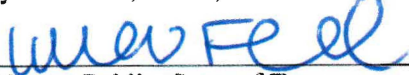
Executed on behalf of the City of Celina pursuant to City Council Resolution No. _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 15 day of MAY, 2023, by JASON LAUMER, of the City of Celina, Texas, on behalf of said city.


Notary Public, State of Texas



COLLIN COUNTY, TEXAS

By: [Signature]
Printed Name: CHRIS HILL
Title: COUNTY JUDGE

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 27th day of JUNE, 2023, by CHRIS HILL, COUNTY JUDGE of Collin County, Texas, on behalf of said County.

[Signature]
Notary Public, State of Texas

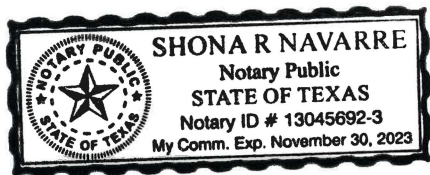


Exhibit A
Property Description

EXHIBIT "A"
PARCEL 41-5C PERMANENT RIGHT-OF-WAY
FIELD NOTES DESCRIBING 9.635 ACRES
PART OF THE TOLLWAY CELINA 45 PARTNERS, LLC TRACT
CITY OF CELINA, COLLIN COUNTY, TEXAS

BEING a 9.635 acre tract of land situated in the Thomas Stayton Survey, Abstract Number 806, Collin County, Texas, and being all of a called 9.456 acre tract described as Tract II in Special Warranty Deed with Vendor's Lien to Tollway Celina 45 Partners, LLC, as recorded in Instrument Number 20170316000341090 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at the northeast corner of a called 36.514 acre tract described as Tract I in said deed to Tollway Celina 45 Partners, LLC, said point also being the northwest corner of a called 3.063 acre tract described as Tract 1 in Dallas North Tollway Special Warranty Deed to Collin County, Texas, as recorded in Instrument Number 20151119001459730, O.P.R.C.C.T., and the southwest corner of a 22.06 acre tract of land described in Dallas North Tollway Special Warranty Deed to Collin County, Texas, as recorded in Instrument Number 20060313000324770, O.P.R.C.C.T.;

THENCE North 89 degrees 35 minutes 45 seconds East, along the common line between said 3.063 acre tract and said 22.06 acre tract, a distance of 75.28 feet to a 1/2-inch iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap") set for the northwest corner of said called 9.456 acre tract and the **POINT OF BEGINNING** of the herein described tract, and also being the northeast corner of said Collin County, Texas 3.063 acre tract;

THENCE North 89 degrees 35 minutes 45 seconds East, continuing along the south line of said 22.06 acre tract, a distance of 210.82 feet to a 1/2-inch iron rod with cap set for the northwest corner of a called 3.073 acre tract described as Tract 2 in said deed to Collin County, Texas recorded in Instrument Number 20151119001459730, said point being the beginning of a non-tangent curve to the left having a radius of 5,624.58 feet and whose chord bears South 07 degrees 01 minute 45 seconds East, a distance of 294.85 feet;

THENCE Southerly, departing said south line and along the west line of said 3.073 acre tract and along said curve to the left, through a central angle of 03 degrees 00 minutes 14 seconds, for an arc distance of 294.88 feet to a 1/2-inch iron rod with cap set for the point of compound curvature of a circular curve to the left having a radius of 5,789.58 feet and whose chord bears South 10 degrees 20 minutes 18 seconds East, a distance of 334.26 feet;

THENCE Southerly, continuing along said west line and along said curve to the left, through a central angle of 03 degrees 18 minutes 30 seconds, for an arc distance of 334.31 feet to a 1/2-inch iron rod with cap set for the point of reverse curvature of a circular curve to the right having a radius of 5,669.58 feet and whose chord bears South 10 degrees 18 minutes 00 seconds East, a distance of 334.96 feet;

THENCE Southerly, continuing along said west line and along said curve to the right, through a central angle of 03 degrees 23 minutes 08 seconds, for an arc distance of 335.00 feet to a 1/2-inch iron rod with cap set for the end of said curve;

THENCE South 08 degrees 36 minutes 26 seconds East, continuing along said west line, a distance of 820.54 feet to an "X" in concrete set for the southwest corner of said 3.073 acre tract and the southeast corner of said called 9.456 acre tract, said point being on the north line of a called 52.19 acre tract of land described in Dallas North Tollway Special Warranty Deed to Collin County, Texas, as recorded in Volume 5912, Page 940, O.P.R.C.C.T.;

THENCE South 89 degrees 34 minutes 47 seconds West, along the north line of said 52.19 acre tract, a distance of 252.58 feet to a 1/2-inch iron rod with cap set for the southeast corner of the aforementioned 3.063 acre tract;


THENCE North 08 degrees 36 minutes 26 seconds West, departing the north line of said 52.19 acre tract and along the east line of said 3.063 acre tract, a distance of 784.58 feet to a 1/2-inch iron rod with cap set for the beginning of a circular curve to the right having a radius of 5,669.58 feet and whose chord bears North 06 degrees 57 minutes 14 seconds West, a distance of 327.13 feet;

THENCE Northerly, continuing along said east line and along said curve to the right, through a central angle of 03 degrees 18 minutes 23 seconds, for an arc distance of 327.18 feet to a 1/2-inch iron rod with cap set for the point of reverse curvature of a circular curve to the left having a radius of 5,639.58 feet and whose chord bears North 06 degrees 47 minutes 41 seconds West, a distance of 334.32 feet;

THENCE Northerly, continuing along said east line and along said curve to the left, through a central angle of 03 degrees 23 minutes 50 seconds, for an arc distance of 334.37 feet to a 1/2-inch iron rod with cap set for the point of reverse curvature of a circular curve to the right having a radius of 5,834.58 feet and whose chord bears North 06 degrees 58 minutes 40 seconds West, a distance of 332.72 feet;

THENCE Northerly, continuing along said east line and along said curve to the right, through a central angle of 03 degrees 16 minutes 04 seconds, for an arc distance of 332.77 feet to a 1/2-inch iron rod with cap set for the **POINT OF BEGINNING AND CONTAINING** 419,681 square feet or 9.635 acres of land, more or less.

Basis of Bearing is the Texas Coordinate System of 1983. North American Zone (4202)



ANDREW J. SHAFER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 5017
TBPLS FIRM NO. 10029600

